



P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 10.1.1**  
**Halifax and West Community Council**  
**October 8, 2024**  
**November 25, 2024**

**TO:** Chair and Members of Halifax and West Community Council

**FROM:** Brian MacDonald, Chair, Heritage Advisory Committee

**DATE:** September 12, 2024

**SUBJECT:** **Case 24505: Development Agreement for 10 Kirk Road, Halifax for a bare land condominium development and rehabilitation of a registered heritage property**

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**ORIGIN**

September 12, 2024 special meeting of Heritage Advisory Committee, Item 9.1.1.

**RECOMMENDATION**

The Heritage Advisory Committee recommends that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of the staff report dated September 4, 2024, to enable the construction of 15 single-unit residences as a bare land condominium on the registered heritage property located at 10 Kirk Road, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of the staff report dated September 4, 2024; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise, this approval will be void and obligations arising hereunder shall be at an end.

**BACKGROUND**

Heritage Advisory Committee received a staff recommendation report dated September 4, 2024 to consider Case 24505: Development Agreement for 10 Kirk Road, Halifax for a bare land condominium development and rehabilitation of a registered heritage property.

For further information refer to the attached staff report dated September 4, 2024.

## **DISCUSSION**

Heritage Advisory Committee considered the staff report dated September 4, 2024 and approved the recommendation to Halifax and West Community Council as outlined in this report.

## **FINANCIAL IMPLICATIONS**

Financial implications are outlined in the attached staff report dated September 4, 2024.

## **RISK CONSIDERATION**

Risk consideration is outlined in the attached staff report dated September 4, 2024.

## **COMMUNITY ENGAGEMENT**

The Heritage Advisory Committee is comprised of nine citizen members and two Councillors. Meetings are live webcast on Halifax.ca. The agenda, reports, video, and minutes of the Committee are posted on Halifax.ca.

For further information on Community Engagement refer to the attached staff report dated September 4, 2024.

## **ENVIRONMENTAL IMPLICATIONS**

Environmental implications are outlined in the staff report dated September 4, 2024.

## **ALTERNATIVES**

Alternatives are outlined in the attached staff report dated September 4, 2024.

## **LEGISLATIVE AUTHORITY**

Legislative Authority is outlined in the attached staff report dated September 4, 2024.

### *Heritage Property Act:*

s. 14(1) A heritage advisory committee may recommend to the municipality that a building, public building interior, streetscape, cultural landscape or area be registered as a municipal heritage property in the municipal registry of heritage property.

Halifax Regional Municipality By-law H-200, *Respecting the Establishment of a Heritage Advisory Committee and a Civic Registry of Heritage Property:*

4. The Committee shall, within the time limits prescribed by Council or the Act, advise the Region respecting:
  - (a) the inclusion of buildings, public building interiors, streetscapes, cultural landscapes or areas in the Registry.

**ATTACHMENTS**

Attachment 1 – Staff recommendation report dated September 4, 2024.

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Report Prepared by: Simon Ross-Siegel, Legislative Assistant, Municipal Clerk's Office 902.292.3962

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P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Attachment 1**  
**Heritage Advisory Committee Special Meeting**  
**September 12, 2024**

**TO:** Chair and Members of Halifax & West Community Council

**FROM:** Cathie O'Toole, Chief Administrative Officer

**DATE:** September 4, 2024

**SUBJECT:** Case 24505: Development Agreement for 10 Kirk Road, Halifax for a bare land condominium development and rehabilitation of a registered heritage property.

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**ORIGIN**

An application by Mackay-Lyons Sweetapple Architects Limited (MLS Architects), on behalf of the property owner, for a development agreement to enable the construction of 15 single-unit residences as a bare land condominium on the registered heritage property located at 10 Kirk Road, Halifax.

**EXECUTIVE SUMMARY**

- Proposed Heritage Development Agreement to enable the construction of 15 single-unit residences as a bare land condominium on the registered heritage property located at 10 Kirk Road, Halifax.
- HRM Heritage staff recommend that the Heritage Advisory Committee recommend that the Halifax & West Community Council give notice of motion to consider the proposed development agreement, approve the proposed development agreement, and require the agreement be signed by the property owner within 120 days.
- There are no budget implications or significant risks associated with the recommendations contained within this report.

**RECOMMENDATION**

It is recommended that the Heritage Advisory Committee recommend that the Halifax & West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to enable the construction of 15 single-unit residences as a bare land condominium on the registered heritage property located at 10 Kirk Road, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and

**RECOMMENDATION CONTINUES ON PAGE 2**

3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise, this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

Mackay-Lyons Sweetapple Architects, on behalf of the property owner, have applied to enter into a heritage development agreement to allow 15 single-unit residences as a bare-land condominium on a registered heritage property. If approved, the existing Arts and Crafts style heritage building on the registered heritage property will be rehabilitated and preserved in situ.

This application is being considered under Policy 6.8 of the Halifax Secondary Municipal Planning Strategy (SMPS) which permits Council to consider a development agreement on any lot containing a registered heritage building that exceeds the requirements of the underlying zone to encourage the preservation and adaptive re-use of registered heritage buildings.

<b>Subject Site</b>	10 Kirk Road, Halifax (municipally registered heritage property)
<b>Location (Map 1)</b>	The subject property is located off Purcells Cove Road, with frontage on Kirk Road between Parkhill Road and McManus Road.
<b>Regional Plan Designation</b>	Halifax Harbour
<b>Regional Centre SMPS Designation (Map 2)</b>	Low Density Residential
<b>Zoning (Map 3)</b>	R-1 (Single Family Dwelling)
<b>Size of Site</b>	15,175 sq/m (3.75 acres)
<b>Street Frontage</b>	Kirk Road – 32m (107 ft) McManus Road – 21.4m (70.2 ft) Marine Drive – 12m (39.4 ft)
<b>Current Land Use(s)</b>	Residential – currently vacant
<b>Surrounding Use(s)</b>	Established residential

This development will still require permits to be issued for all construction work in accordance with the municipal land use by-law and the approved development agreement, before construction can begin.

## **PROPOSAL DETAILS**

As proposed, the heritage building at 10 Kirk Road (known as Finntigh Mara) will be rehabilitated and preserved. This will involve the demolition of a circa 1965 addition known as the 'Annex' and restoration of the south elevation where the addition connects to the original structure, based on the original 1914 architectural blueprints. The surrounding property will be altered to permit fourteen (14) additional detached home sites which will form a bare-land condominium. The Arts and Crafts style heritage building will be used for residential purposes (one unit).

The new home sites have a 2.5-metre side yard setback from the outer property boundaries and will line the property boundary to ensure the view to and from the heritage building and the Northwest Arm is not adversely impacted (see Map 1, Schedule B of Attachment A). Other character-defining elements of the property, including the Roost outbuilding, rhododendron garden, stone walls, hemlock tree stand, and concrete pool will be preserved and rehabilitated. The current gravel driveway will be paved and extended past the main house to access the building sites, which each will have their own driveway and garage. A guest parking area with five parking spaces is proposed at the south property boundary which will be accessed from McManus Road. Home sites 1 to 5 will be accessible from the McManus Road entry, while

home sites 7 to 15 will be accessed from Kirk Road. Home sites 13, 14 and 15 will be located a minimum 3m away from the heritage building.

Rehabilitation of the heritage building will include removal of the circa 1965 'Annex' addition on the principal dwelling, retention and rehabilitation of the gabled dormers and bay window on the west elevation which were added circa 1980s, and replacement in-kind of doors and windows that are true to the originals in design and materials.

**Heritage Planning**

Finntigh Mara was listed on the Registry of Heritage Property for the Halifax Regional Municipality in 2010 and is protected under the *Heritage Property Act of Nova Scotia*. The property, known as Finntigh Mara, is an early 20<sup>th</sup> century estate located in the historic Jollimore community on the shores of the Northwest Arm. The heritage building on the site is an original Arts and Crafts style house constructed circa 1914. The property is also complemented by a series of landscape features including the Roost (an outbuilding), stone retaining walls, stands of trees, an in-ground concrete pool, and a rhododendron garden. A previous development agreement on the property (see below section) was approved by Chebucto Community Council in July 2011 for one two-unit dwelling within the heritage building and ten additional building sites (Case Number 16217). This development agreement lapsed in 2016 and will be formally discharged by the CAO.

**2011 Development Agreement**

In July 2011, Chebucto Community Council approved a development agreement on the subject property (Document #100025627; Case #16217); however, the agreement lapsed and there has since been a change in property ownership. The current property owners have applied to enter into a new development agreement (HRM Planning Case 24505) for the subject property. The applicant proposes to rehabilitate the principal dwelling at 10 Kirk Road for residential use and integrate it into a bare land condominium development. The following table compares the 2011 and currently proposed development agreements:

<b>2011 Development Agreement (Case 16217)</b>	<b>Case 24505</b>
Preservation of original Arts and Crafts style house with two residential units, including annex.	Preservation of original Arts and Crafts style house with one residential unit with annex to be demolished.
Developer to seek heritage planning approval prior to modifications of the exterior of the Arts and Crafts style house.	All elevations on the Arts and Crafts style house to be restored to the original building blueprints and windows and doors replaced in-kind. Gabled dormers on the west elevation to be retained which were added in the late 20 <sup>th</sup> century.
Permit one two-unit dwelling within the Arts and Crafts style house and 10 single unit building sites.	Permit 15 single-unit dwellings (including one unit within the Heritage Building) located on 14 building sites.
Landscape features such as the rhododendron garden, hemlock stand, and identified significant trees within common shared area proposed to be retained.	Landscape features such as the rhododendron garden, hemlock stand, and some identified significant trees throughout the property are proposed to be retained.
New construction to be designed in similar style and materials as original structure (Craftsman or Traditional Vernacular), 8.5m to 10.7m in height.	New construction to be designed in similar materials with cottage, farmhouse, Arts and Crafts, modern and coastal designs, maximum 10.7m in height
Most outbuildings proposed to be incorporated into the proposed development – boathouse, pool house (pool shanty), pool shed, the Roost and Gate House. Garage may have had to be demolished to accommodate building site 5.	The Roost is proposed to be retained. Gate House and Pool Shanty have been demolished due to poor condition; pool shed will be replaced and garage proposed to be demolished.
Access from Marine Drive, McManus Road and Kirk Road.	Access from McManus Road and Kirk Road.

### **Substantial Alteration 2023**

Staff processed a substantial alteration application to the registered municipal heritage property concurrently with the heritage development agreement application. In accordance with the *Heritage Property Act*, this application (H00528<sup>1</sup>) was reviewed by the Heritage Advisory Committee (HAC) and approved by Regional Council on August 22, 2023. Regional Council approved the following alterations to the registered heritage property:

- Removal of the existing 'Annex' addition (circa 1965) and restoration of the south elevation according to the original 1914 architectural blueprints of the principal dwelling, where the Annex was connected;
- Retention and rehabilitation of the gabled dormers and bay window on the west (front) elevation, which were added in the late 20th century;
- Replacement in-kind of doors and windows which are true to the originals in design and materials;
- Alteration of the property to include 14 residential building sites in addition to the heritage building, common shared areas, additional driveway circulation, and a shared guest parking area;
- Alterations to the concrete swimming pool and surrounding hardscape to be operable and meet building code; and
- Preservation and repairs (as needed) of the stone walls and rehabilitation of naturalized areas rhododendron garden and hemlock tree stand) on the property, as shown on the site and landscape plans (see Schedules B and E in Attachment A).

The proposed development agreement requires ongoing maintenance in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada, 2<sup>nd</sup> Ed.* for the rehabilitated heritage building to preserve its heritage value and integrity.

### **Enabling Policy and LUB Context**

This proposal is being considered under Policy 6.8 of the Halifax Secondary Municipal Planning Strategy (SMPS). This policy allows owners of registered heritage properties to apply for a development agreement to permit a development or use not otherwise permitted by the underlying zone. In this case, the number of additional residential units on the property is greater than would be permitted under the existing zoning.

The subject site is designated Single-Family Dwelling (R-1). This designation allows for limited residential use, with lot frontage minimum of 15.24m and maximum height of 10.7m. The existing heritage building on the registered heritage property is currently vacant but was formerly used for residential purposes.

## **DISCUSSION**

Staff have reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the SMPS. Attachment C provides an evaluation of the proposed development agreement in relation to the relevant SMPS policies.

### **Proposed Development Agreement**

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- proposed use and number of units in the bare land condominium;
- requirements for design and materiality of the proposed new construction and the location on the site;
- requirements for the rehabilitation of the heritage building; and

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<sup>1</sup> <https://cdn.halifax.ca/sites/default/files/documents/city-hall/regional-council/230822rcminsdraft.pdf>

- requirements for landscaping, lighting, parking, signage, environmental protections, solid waste, and maintenance of the site, including the heritage building.

The proposed development agreement also identifies amendments that would be considered non-substantive and may be amended by decision of the Development Officer. In this case, non-substantive amendments include:

- Changes to Section 3.5 to permit the construction of a single accessory building for the in-ground concrete pool in the common shared area, and alterations to the boat house, which shall not block the view from the main house to the Northwest Arm and subject to the requirements of the Heritage Property By-law (By-law H-200) and the *Heritage Property Act*;
- Changes proposed to Schedule E that do not impact the main house, Roost, concrete pool, stone retaining walls, rhododendron garden or tree stands;
- The granting of an extension to the date of commencement of construction as identified in 7.3 of the agreement; and
- The granting of an extension to the length of time for the completion of the development as identified in 7.4 of the agreement.

### **Land Use Impacts**

The SMPS recognizes the important role that heritage buildings and sites have in defining Halifax's character and identity. To support the retention, preservation, and rehabilitation of heritage buildings in Halifax, Policy 6.8 of the Halifax SMPS allows for the consideration of land uses and density which are not permitted by the underlying zone for municipally registered heritage properties, subject to certain criteria.

One of these criteria is that any development does not unduly disrupt adjacent uses, especially residential uses. The neighbourhood around the subject site is zoned R-1 and contains single-unit residential buildings of similar scale, with varying street frontages, lot sizes, and age of construction. The proposal maintains the single-unit residential nature of the neighbourhood. The bare land condominium has been designed to be compatible with the existing neighbourhood through design, materiality, and form, while reducing the overall impact of the additional density on adjacent land uses through:

- 6.1m front yard setback; and,
- Retention of tree stands along outer property boundary.

At the February 23, 2023 public information meeting, and through correspondence, members of the public expressed concerns regarding:

- increased traffic congestion and fire safety;
- density proposed within the development; and
- the impact of construction and traffic/pedestrian circulation.

Home sites will each have their own paved driveway and garage. Although not required through policy, the applicant is proposing five guest parking spaces accessible from McManus Road to lower parking demand on neighbouring streets. In response to the concerns regarding traffic congestion and emergency service access, on-street parking has been removed from the neighbouring streets and from the common shared driveways within the proposed development. Halifax Regional Fire and Emergency (HRFE) have been engaged throughout the internal review process. The applicant hired a fire engineering consultant to develop a revised site plan to accommodate a 29.5 ft access route as requested by HRFE, who reviewed and accepted the proposed access route. The applicant will be required to meet all relevant policies pertaining to construction noise and circulation during construction through a Construction Mitigation Plan.



### **Relevant Regional Plan Policies**

Policy CH-16 of the Regional Plan requires that applications for development agreements consider a range of design solutions and architectural expressions that are compatible with the abutting municipally registered heritage properties. Attachment C contains an evaluation of the proposed development agreement in relation to the Policy CH-16, which includes the following:

- The new residences will be designed with a maximum building height of 10.7 m, maximum footprint of 232.3 s/m, and maximum gross floor area of 569 s/m;
- the proposed new construction maintains the established height in the surrounding neighbourhood;
- the proposed new construction references the heritage resource on the site through materiality and is of compatible and distinguishable architectural styles; and
- the prominent views of the Northwest Arm and views of significant landscape features such as the rhododendron garden, tree stands, and in-ground concrete pool will be maintained.

### **Relevant Policies of the Halifax SMPS**

Section 2: Residential Environments of the Halifax SMPS includes objectives and policies which encourage:

- A variety of high-quality, affordable housing choices;
- Development to accommodate future growth where there are existing services;
- New construction relates to the needs or characteristics of the neighbourhood;
- The retention of existing residential character and any change will be compatible with these neighbourhoods; and,
- Redevelopment at a scale compatible with those neighbourhoods.

The subject site is located within an established residential neighbourhood and a serviced community. The proposed additional residential units have been designed to be consistent with the neighbourhood use, scale, and massing, and to be compatible and distinguishable from the character of the registered heritage property. The surrounding area is single-unit residential with varied setbacks, and the proposed development maintains that character. The site offers access to the transit network on Purcells Cove Road and is well-situated within established pedestrian and active transportation networks (e.g., Frog Pond Trail), contributing to affordable active transportation options. The traffic impact study, which has been reviewed and accepted by HRM Development Engineering staff, has determined that the proposed development is not anticipated to have negative impacts on adjacent uses, including traffic generation and land uses. The proposal provides gentle density within a serviced area and additional housing choices as a bare land condominium.

Under Policy 6.8 of the Halifax SMPS, any approved development must maintain the heritage value of any registered heritage property of which it is part. As discussed previously, a substantial alteration application was approved by Regional Council in accordance with the *Heritage Property Act* for the purpose of rehabilitating the heritage building to its original state. The proposal includes the removal of the circa 1965 addition and rehabilitation of the circa 1914 Arts and Crafts style house at Finntigh Mara, including the rehabilitation of several character defining elements which are in a state of disrepair or have been previously modified.

The property also contains a series of landscape features including the Roost (an outbuilding), stone retaining walls, stands of trees, an inground pool, and a rhododendron garden. The Roost will be rehabilitated as an accessory building for one of the home sites and all windows replaced in-kind to match originals. The rhododendron garden will be rehabilitated which will include the relocation of rhododendrons from elsewhere on the property. The concrete pool and surrounding flagstone will be altered to ensure its continued use and meet building code, and the stone walls will be retained or repaired in-kind. If any stone walls are required to be relocated to accommodate the access route, the walls will be required to be reconstructed on-site.

Trees that were previously identified as significant in the former development agreement will be retained as much as is feasible. A preliminary landscape plan was provided by the applicant which depicts the significant trees to be retained, along with the stone walls and posts at the Kirk Road and McManus Road entrance. The applicant did not provide an arborist report which limited the ability to request a replacement

plan for the removed trees; however, the applicant is retaining the hemlock stands to the west of the Kirk Road entrance and 20 significant trees.

### **Conclusion**

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the Halifax SMPS. The main intent of Policy 6.8 is to encourage the retention and restoration of heritage properties through additional land use flexibility beyond the permitted uses and densities in the underlying zone. In this case, the proposed development represents infill residential development in an existing residential neighbourhood that will be compatible with the heritage character of the subject property and the surrounding neighbourhood as it currently exists. Therefore, staff recommend that the Heritage Advisory Committee recommend that Halifax and West Community Council approve the proposed development agreement as contained in Attachment A.

### **FINANCIAL IMPLICATIONS**

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2024-2025 budget for Planning and Development.

### **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. This application is being considered under existing SMPS policies. Community Council has the discretion to make decisions that are consistent with the SMPS, and such decisions may be appealed to the Nova Scotia Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and the Public Participation Administrative Order (2023-002-ADM). The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, and letters mailed to property owners to advise them of the February 23, 2023 public information meeting. Attachment B contains meeting minutes from the public information meeting.

A public hearing must be held by Halifax and West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the advertisement on the HRM webpage, property owners within the notification area shown on Map 3 will be notified of the hearing by regular mail.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications have been identified.

### **LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.*

## **ALTERNATIVES**

1. The Heritage Advisory Committee may recommend that the Halifax and West Community Council choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the HRM Charter.
2. The Heritage Advisory Committee may recommend that the Halifax and West Community Council choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

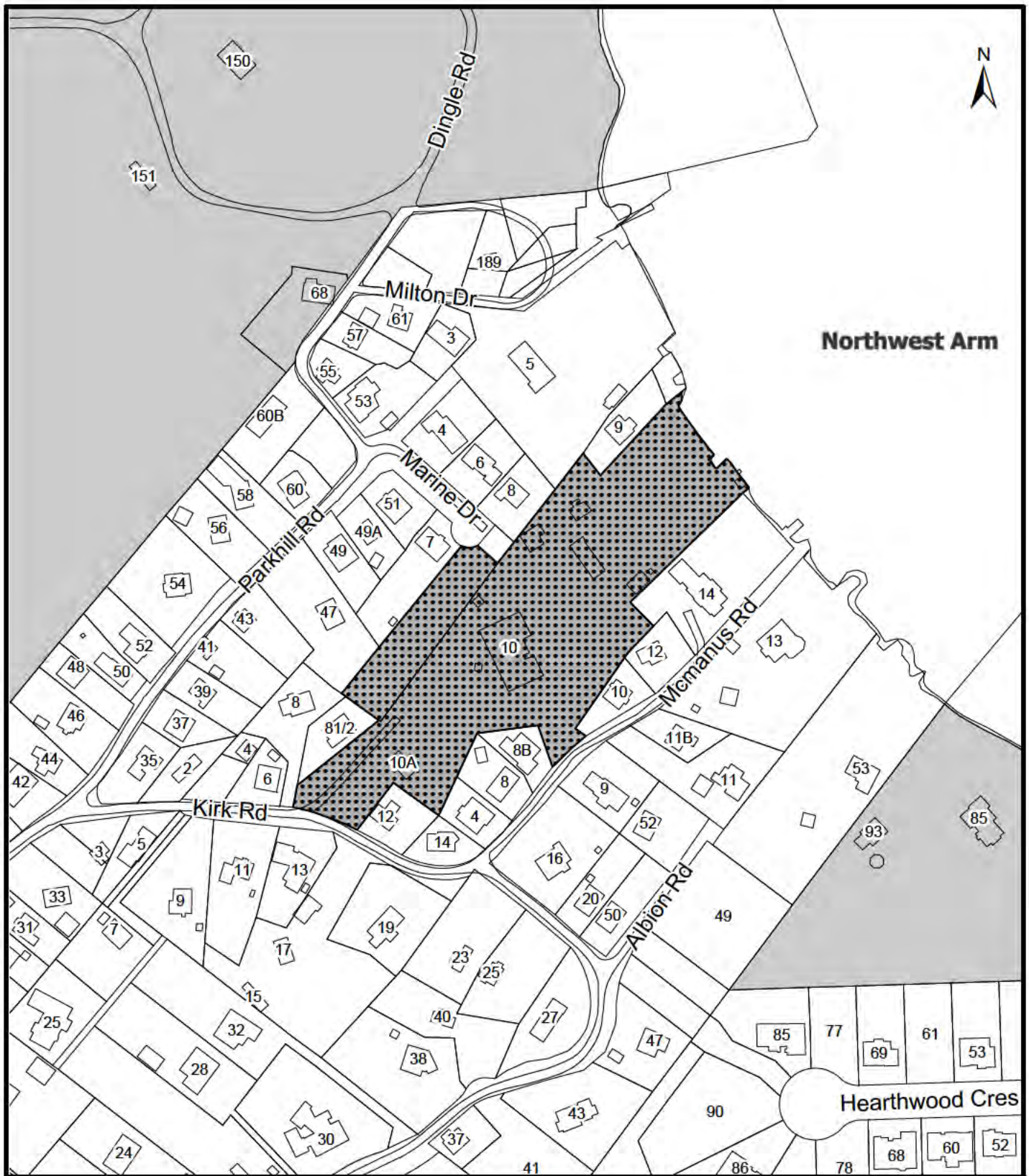
Map 1:	Location Map
Map 2:	Generalized Future Land Use
Map 3:	Zoning and Notification
Attachment A:	Proposed Development Agreement
Attachment B:	Public Information Meeting Summary – 23 February 2023
Attachment C:	Planning Policy Review

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Elizabeth Cushing, Heritage Planner II, 902.478.2586

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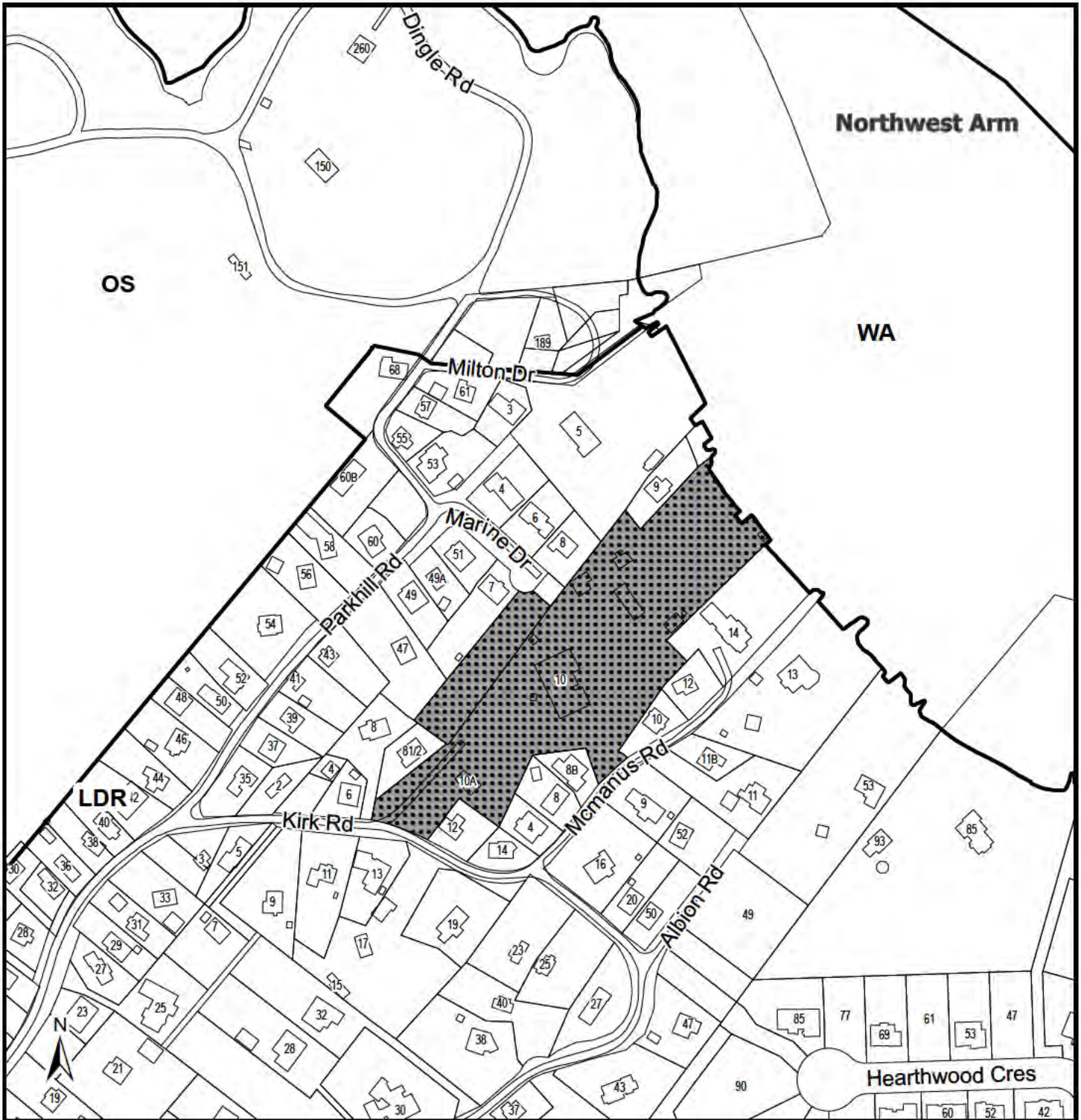
**Map 1 - Location**

10 Kirk Rd,  
Halifax

- Registered Heritage Property
- Subject Properties




HRM does not guarantee the accuracy of any representation on this plan.



**Map 2 - Generalized Future Land Use**

10 Kirk Rd,  
Halifax

**HALIFAX**

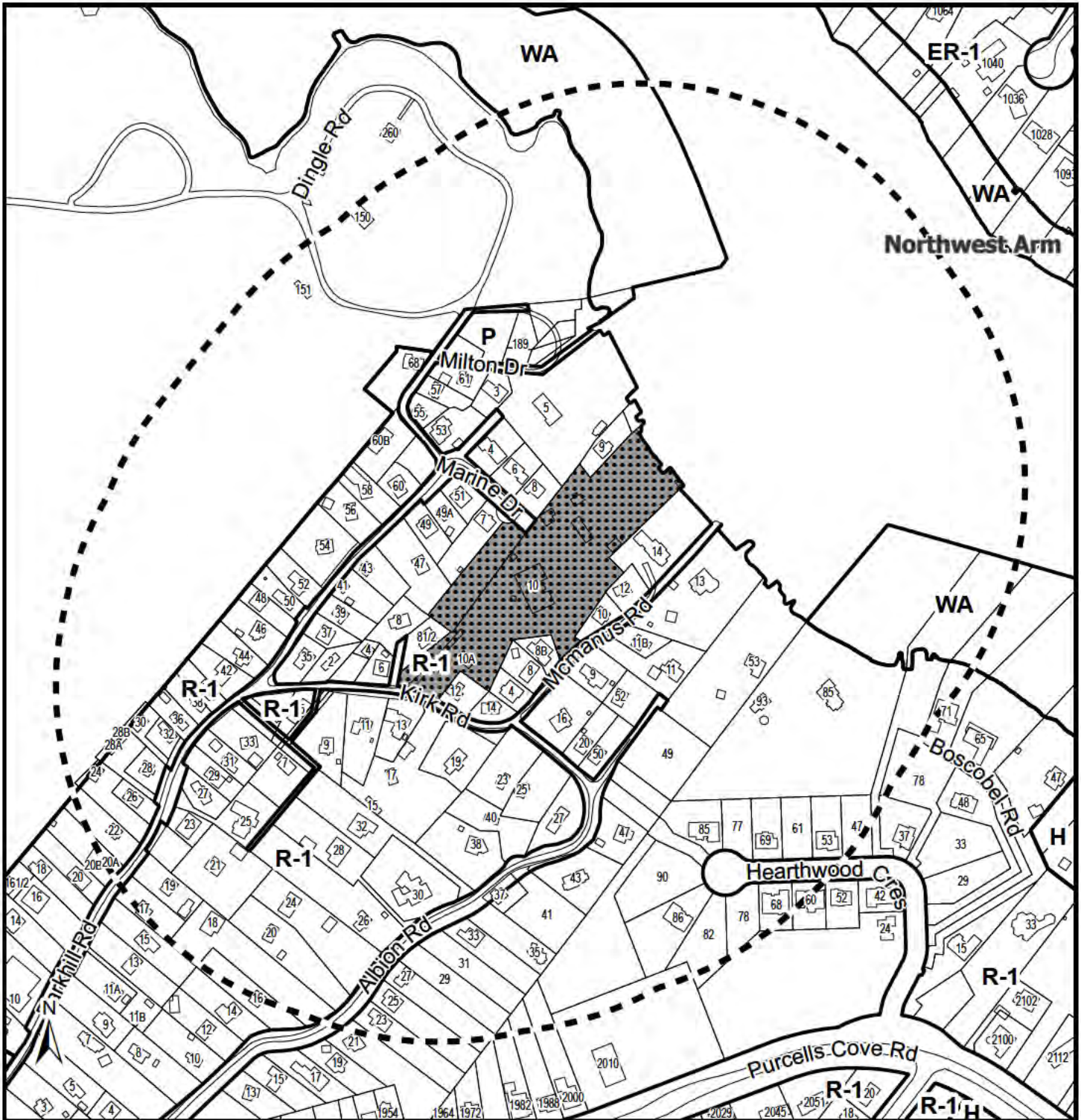
 Subject Properties

- Designation**
- LDR Low Density Residential
  - OS Major Community Open Spaces
  - WA Water Access Area



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.



The accuracy of any representation on this plan is not guaranteed.



**Map 3 - Zoning and Notification Area**

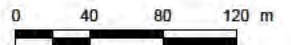
**HALIFAX**

10 Kirk Rd,  
Halifax

-  Subject Property
-  Area of Notification

**Zone**

- H Holding
- P Park and Industrial
- R-1 Single Family Dwelling
- WA Water Access



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Halifax Mainland  
Land Use By-Law Area

# ATTACHMENT A - PROPOSED DEVELOPMENT AGREEMENT

THIS AGREEMENT made this      day of **[Insert Month]**, 20\_.

BETWEEN:

**[INSERT PROPERTY OWNER NAME]**

a body corporate, in the Province of Nova Scotia  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**, a municipal body corporate, in  
the Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at Kirk Road, Halifax, known as Block A (10 and 10A Kirk Road; PID 00280263) and Block B (PID 00280115), and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Lands have been registered as a Municipal Heritage Property pursuant to the provisions of the Municipality's Heritage Property By-law (By-law H-200) and the *Heritage Property Act* as amended from time to time;

**AND WHEREAS** the Developer has requested approval by the Municipality to undertake substantial alterations to the Lands;

**AND WHEREAS** the Regional Council for the Municipality granted approval to this request at a meeting held on August 22, 2023;

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for a bare land condominium with fifteen (15) dwelling units, including altering a Municipally Registered Heritage Property on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 6.8 of the Halifax Secondary Municipal Planning Strategy and Section 71(2) of the Halifax Mainland Land Use By-law;

**AND WHEREAS** the **Halifax and West Community Council** approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case **2023-00802 (formerly 24505)**;

**THEREFORE**, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

- 1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

### **1.2 Applicability of Land Use By-law and Subdivision By-law**

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Land Use By-law shall not be permitted.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

### **1.5 Costs, Expenses, Liabilities and Obligations**

- 1.5.1 The Developer shall be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

### **1.6 Provisions Severable**

- 1.6.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.



## **1.7 Lands**

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

- 2.1.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

### **2.2 Definitions Specific to this Agreement**

- 2.2.1 The following words used in this Agreement shall be defined as follows:

- (a) "Architect" means a professional, full member in good standing with the Nova Scotia Association of Architects;
- (b) "Boat House" means the existing structure currently located on the Northwest Arm wharf as illustrated on Schedule B;
- (c) "Buildable Area" means the portion of a Home Site in which a Dwelling or Accessory Building or Structure over 4.64 square metres in area may be located, as illustrated on Schedule B;
- (d) "Character Defining Elements" means the materials, forms, location, spatial configurations, uses and cultural associations or meanings that contribute to the heritage value and that must be sustained in order to preserve heritage value;
- (e) "Common Shared Area" means the remaining portion of the Lands which are not designated as individual Home Sites, and which includes the Common Shared Private Driveways, Guest Parking, Rhododendron Garden, and Pool, as illustrated on Schedule B;
- (f) "Common Shared Private Driveway" means a shared private driveway in the Common Shared Area which provides access to the individual Home Sites and Common Shared Area from the surrounding Municipal public streets;
- (g) "Existing Buildings" means the Main House and Roost outbuilding;
- (h) "Hemlock Stand" means the existing stand of mature hemlock trees located along the northwest side of the Kirk Road entrance and extending in front of Home Site 9, as illustrated on Schedules B and E;
- (i) "Heritage Buildings" means the Existing Buildings referenced in Schedule B, which includes the Main House and the Roost, and excludes the Garage;
- (j) "Home Site" means a specific site designated for an individual dwelling unit;
- (k) "Home Site Driveway" means a driveway providing access to a Home Site from the Common Shared Private Driveway;
- (l) "Landscape Architect" means a professional, full member in good standing with the

Canadian Society of Landscape Architects;

- (m) "Main House" means the Heritage Building located on Home Site 6 and used as a one-unit residential dwelling once the Annex addition has been removed;
- (n) "New Accessory Building or Structure" means a new accessory building or structure located on any Home Site, but excludes the Existing Building known as the Roost;
- (o) "New Dwelling" means one of the new single unit dwellings on Home Sites 1 through 5, and 7 through 15;
- (p) "Professional Engineer" means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia;
- (q) "Rhododendron Garden" means the existing garden referenced in the Municipal Heritage Property Registration and located between Home Sites 5 and 6, as illustrated on Schedules B and E;
- (r) "Roost" means the Heritage Building located on Home Site 4 and used as an accessory building;
- (s) "Substantial Alteration Report" means the HRM substantial alteration report approved by Regional Council on August 22, 2023; and,
- (t) "Surveyor" means a land surveyor who is a registered member in good standing of the Association of Nova Scotia Land Surveyors.

### **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

#### **3.1 Schedules**

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement;

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Heritage Features
Schedule D	Elevations
Schedule E	Landscape Plan
Schedule F	Individual Home Sites Design Concept

#### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer:
- (a) Post securities in accordance with Section 3.10 of this Agreement;
  - (b) Approved Lot Consolidation of Blocks A (PID 00280263) and B (PID 00280115). The Plan of Survey shall comply with Section 3.7 of this Agreement;
  - (c) Written confirmation and photographs demonstrating the following existing buildings/structures on the Lands have been removed: the Garage and Pool Shed;
  - (d) A Home Site Grading Plan which corresponds to the Site Grading Plan for the Lands submitted during the Municipal subdivision process, in accordance with Sections 3.7 of this Agreement;

- (e) Prior to the issuance of a Development Permit affecting the exterior of any of the Heritage Buildings, the Developer shall provide the Development Officer and Heritage Planner with a maintenance and repair plan prepared by an Architect, in accordance with the requirements of Section 3.4.6 of this Agreement;
- (f) A stamped structural engineering report to provide confirmation that the Main House and its structural integrity has been assessed and that the stabilization and reinforcement methods to be used will be sufficient to carry out the alterations set out in the associated HRM Substantial Alteration Report approved by Regional Council on August 22, 2023, including any foundation repairs; and,
- (g) A landscape plan stamped by a certified Landscape Architect in accordance with Section 3.10 of this agreement.

3.2.2 Prior to the issuance of the first Occupancy Permit for any of the Home Sites, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) All conservation work proposed for the Heritage Buildings as identified in Schedules B and D must be completed to the extent depicted in the Schedules and confirmed by an HRM Heritage Planner. The Heritage Planner will then provide confirmation of the completion of the conservation work to the Development Officer prior to the issuance of the first occupancy permit;
- (b) All necessary approvals from the Halifax Port Authority for the outfall from the private stormwater management system.
- (c) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan.
- (d) A Certificate of Construction Compliance from a Professional Engineer indicating that the Developer has complied with requirements for the Common Shared Private Driveways and Guest Parking.
- (e) Inspection and acceptance by HRM Building Standards, the Development Officer and HRM Heritage Planner of the Common Shared Private Driveways.

3.2.3 Prior to the issuance of the last Occupancy Permit for the last Building Site, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a certified Landscape Architect confirming compliance with the Landscape Plan provided in Schedule E; and,
- (b) Written confirmation from an Architect confirming that construction of all buildings and shared areas has been completed in accordance with Section 3.6 and Schedule D of this Agreement, and HRM's Substantial Alteration report, to be reviewed by the Development Officer and HRM Heritage Planner.

3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) The Main House which shall contain a maximum of one (1) unit dwelling, located on Home Site 6, and which shall be maintained as generally shown on Schedules C, D, and E;
- (b) One (1) New Dwelling shall be permitted on each Home Site, and each dwelling shall not exceed 306.58 square metres in gross floor area;

- (c) No backyard suites or secondary suites shall be permitted on Home Sites or Common Shared Areas.
- (d) Common Shared Areas;
- (e) Accessory buildings and structures in both the Common Shared Areas and Home Sites; and,
- (f) Any uses permitted within the zone applied to the Lands subject to the provisions contained within the applicable Land Use By-law as amended from time to time.

### **3.4 Heritage**

#### *Rights to Alter or Demolish*

3.4.1 In the event that an application for a substantial alteration or demolition is denied by the Municipality, the Developer agrees not to alter the exterior appearance of or demolish the Main House or Roost, as provided for under Sections 16, 17, and 18 of the *Heritage Property Act*.

#### *Character Defining Elements*

3.4.2 All Character Defining Elements shall be maintained and/or repaired, but not removed without approval from the Municipality. The character defining elements of the Lands include, but are not limited to:

- (a) Arts & Crafts architectural style residence designed by well-known Halifax architect William Brown;
- (b) Prominent timber framing and wide, overhanging eaves typical of the Arts and Crafts style;
- (c) Fieldstone masonry structural elements and prominent brick chimney;
- (d) Wood, six-over-six single-hung windows and wood plank doors consistent with the Arts and Crafts style;
- (e) Historical associations with property owner Dr. R. Evatt Mathers, local eye doctor and surgeon; and,
- (f) Sprawling landscaped grounds with mature trees, rhododendron gardens, and drystone retaining walls;
- (g) The "Roost", a small, simple classical-revival cottage with wood windows and cedar shingles dating to early 1900s; and,
- (h) Views of the Northwest Arm from the Heritage Building as shown in Schedule B.

#### *Substantial Alterations*

3.4.3 Any alterations to the character defining elements of the Lands shall be consistent with the staff report dated July 26, 2023, that was approved by Regional Council as a substantial alteration under the *Heritage Property Act*.

#### *Non-Substantial Alterations*

3.4.4 All Character-Defining Elements of Lands as identified in Schedule C shall be maintained, repaired, or replaced as generally shown on Schedule D, using historical documentation and traditional materials.

3.4.5 Any non-substantial alteration to the exterior appearance of the Main House in accordance with the requirements of the *Heritage Property Act* and the Municipal Heritage Property By-law (By-law H-200), shall be submitted to the Development Officer for review and approval in consultation with a HRM Heritage Planner.

#### *Maintenance and Preventative Measures*

3.4.6 All maintenance and repair of the character defining elements of the Main House shall be conducted with the approval of the HRM Heritage Planner at the time of permitting, and in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada, 2nd ed.*, and shall be generally consistent with Schedule D.

- 3.4.7 The Developer shall contact HRM Environment staff to advise on the development of a management plan for the Hemlock Stand to promote its protection.

*Archaeological Monitoring and Protection*

- 3.4.8 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

**3.5 Building Siting**

- 3.5.1 The residential dwellings on Home Sites 1 through 5, and 7 through 15 shall be within the Buildable Area as shown on Schedule B.
- 3.5.2 The Home Sites shall have a minimum 8-foot setback from the property boundaries as identified on Schedule B.
- 3.5.3 Home Sites shall meet the requirements applicable to Lots under the Lot Grading By-law (By-law L-400).
- 3.5.4 No residential dwellings shall be permitted abutting the coast of the Northwest Arm within a 3.8 metre elevation above Canadian Geodetic Vertical Datum (CGVD 28) in accordance with the applicable land use by-law as amended from time to time.

**3.6 Architectural Requirements**

- 3.6.1 All plans submitted for Construction Permits must include confirmation from an Architect that the plans meet the architectural requirements of Sections 3.6.2 to 3.6.5.
- 3.6.2 General architectural requirements for the Heritage Buildings are as follows:
- (a) Vinyl shall not be used as a building material on elements including but not limited to siding, doors, windows, window trim, fascia, and soffits; and,
  - (b) Any exposed foundation in excess of 0.5 metres shall be architecturally detailed, veneered with real local stone or brick, or treated in an equivalent manner acceptable to the Development Officer and HRM Heritage Planner;
- 3.6.3 General architectural requirements for New Dwellings and New Accessory Buildings and Structures are as follows:
- (a) New Accessory Buildings and Structures shall use the same materials as used on the residential Building on that Home Site; and
  - (b) All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be screened and treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except when used expressly as an accent.
- 3.6.4 New Dwellings shall complement the existing architectural styles present on the Lands, described as either the Cottage, or Arts & Crafts architectural style, or a complimentary Contemporary architectural style (Farmhouse, Modern or Coastal), as depicted in Schedule F.
- 3.6.5 New Dwellings shall only use the materials and colours identified in Schedule F.

**3.7 Subdivision of the Lands**

- 3.7.1 No subdivision under the Regional Subdivision By-law to create additional new lots shall be permitted. Blocks A (PID 00280263) and B (PID 00280115) shall be consolidated into one parcel.
- 3.7.2 The Development Officer shall grant subdivision approval for the consolidation of Blocks A and B subject to and in accordance with the following terms and conditions:
- (a) The Municipal subdivision application shall include sufficient copies of the following detailed design information:
- i. Final design (including plan and profile) of all proposed public and private services, including water, sanitary and stormwater;
  - ii. Final design (including geotechnical report) of all Common Shared Private Driveways in accordance with Section 3.8 of this Agreement and with the standards of the National Building Code;
  - iii. A Landscaping Plan in accordance with Section 3.10 of this Agreement; and,
  - iv. A detailed Site Grading and Stormwater Management Plan for the Lands in accordance with Section 5.2 of this Agreement.
- (b) During the Municipal subdivision process, the Developer shall construct the necessary public and private services for the Lands, including, but not limited to, the Common Shared Private Driveways.

### **3.8 Parking, Circulation, and Access**

- 3.8.1 Access to the Home Sites shall be via two Common Shared Private Driveways, shown as Finntigh Mara Lane and Seawall Lane on the attached Schedules.
- 3.8.2 The Common Shared Private Driveways shall comply with the requirements of the Streets By-law (S-300) and Municipal Design Guidelines.
- 3.8.3 The Common Shared Private Driveways shall comply with the requirements of the Nova Scotia Building Code for required access routes for Halifax Regional Fire and Emergency. Finntigh Mara Lane shall be used as a 9-metre access route which connects the entrances at Kirk Road and McManus Road.
- 3.8.4 No on-street parking shall be allowed along Finntigh Mara Lane and Seawall Lane.
- 3.8.5 Stone retaining walls that are to be disturbed to accommodate the 9-metre access route must be relocated and rebuilt on the Lands with the approval of the HRM Heritage Planner.
- 3.8.6 The stone posts at the Kirk Road entrance shall be relocated to accommodate a 9-metre access route so long as the stone posts remain at the Kirk Road entrance and are of the same design and material as the original with the approval of the HRM Heritage Planner.
- 3.8.7 The guest parking area shall be sited as shown on Schedule B. The guest parking area shall maintain setbacks from the property lines as shown on Schedule B.
- 3.8.8 The guest parking area shall provide for no less than five (5) parking spaces. The dimensions of each vehicular parking space shall adhere to the requirements of the applicable Land Use By-law as amended from time to time.
- 3.8.9 Access to the guest parking area shall be from Finntigh Mara Lane.

- 3.8.10 It is the responsibility of the Developer to convey all required rights-of-way over the Lands as shown on Schedule B.
- 3.8.11 All surface parking, loading and driveway areas shall be paved or finished with hard surface material.
- 3.8.12 Each Home Site shall include at least one parking space. The dimensions of each vehicular parking space shall adhere to the requirements of the applicable Land Use By-law as amended from time to time.
- 3.8.13 Each Home Site shall include a Home Site Driveway with a maximum width of twelve (12) feet.
- 3.8.14 Halifax Regional Fire and Emergency access shall be provided to each Home Site in accordance with Article 9.10.20.3, Division B of the 2015 National Building Code of Canada.
- 3.8.15 No Home Site Driveway or parking area shall be located less than eight (8) feet from the boundary of the Lands.
- 3.8.16 The following requirements apply to Home Site Driveways and parking areas on specific Home Sites to protect the views of the Main House:
- (a) A Home Site Driveway or parking area on Home Sites 1 through 3 and 5 shall not be located between the New Dwelling and the Northwest Arm;
  - (b) A Home Site Driveway or parking area on Home Site 6 or 14 shall not be located between the Main House and the Northwest Arm;
  - (c) Home Site Driveways and parking areas on Home Sites 7 and 13 shall not be located less than four (4) feet from the boundary of the Lands; and,
  - (d) A Home Site Driveway and parking area on Home Site 5 shall not be located less than four (4) feet from the boundary of the Lands.

### **3.9 Outdoor Lighting**

- 3.9.1 Lighting shall be directed to the Common Shared Private Driveway, guest parking area, and walkways within the Common Shared Area.
- 3.9.2 All exterior lighting shall be arranged to divert the light away from streets, adjacent lots and buildings.

### **3.10 Landscaping**

- 3.10.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard.
- 3.10.2 All portions of the Lands not included in the building footprints, walkways or driveways shall be grassed or landscaped as shown in Schedule E.
- 3.10.3 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule E. The Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section.
- (a) the Developer agrees to provide an Arborist Report completed by a Certified Arborist or Certified Landscape Architect which indicates previously identified significant trees to be retained and removed through the course of development, including a tree protection and

preservation plan outlining how retained trees will be protected from development and a compensation plan to compensate for the trees to be removed; and,  
(b) All stone retaining walls on the Lands must be constructed of real local stone.

- 3.10.4 Prior to issuance of the last Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.10.5 Notwithstanding Section 3.10.4. where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the last Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.
- 3.10.6 The footpath as depicted in Schedule B shall be the sole responsibility and maintained by the Developer.

### **3.11 Maintenance**

- 3.11.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the buildings within the Common Shared Area, stone walls, walkways, pool, rhododendron garden, shared parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

### **3.12 Signs**

- 3.12.1 The sign requirements shall be in accordance with the applicable Land Use By-law as amended from time to time.

### **3.13 Temporary Construction Building**

- 3.13.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.14 Reinstatement**

- 3.14.1 All disturbed areas shall be reinstated to original condition or better.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**



4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from HRM Development Engineering prior to undertaking the work.

#### **4.2 Off-Site Disturbance**

4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the HRM Development Engineer.

#### **4.3 Undergrounding Services**

4.3.1 All secondary and/or primary (if applicable) services, such as electrical, telephone and cable, shall be provided to all single-unit dwellings as underground installation.

#### **4.4 Site Preparation in a Subdivision**

4.4.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer.

#### **4.5 Solid Waste Facilities**

4.5.1 Refuse and recycling containers and waste compactors shall be located within the property boundaries and shall be fully screened from public view (streets and sidewalks) where necessary by means of opaque fencing or real masonry walls with suitable landscaping. This designated space for waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

### **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

#### **5.1 Private Storm Water Facilities**

5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

#### **5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

#### **5.3 Sulphide Bearing Materials**

5.3.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:
- (a) Changes to Section 3.5 to permit the construction of a single accessory building for the in-ground concrete pool in the Common Shared Area, and alterations to the Boat House, which shall not block the view from the Main House to the Northwest Arm and subject to the requirements of the Heritage Property By-law (By-law H-200) and the *Heritage Property Act*;
  - (b) Changes proposed to Schedule E that do not impact the Main House, Roost, concrete pool, stone retaining walls, rhododendron garden or tree stands;
  - (c) The granting of an extension to the date of commencement of construction as identified in 7.3 of this Agreement; and
  - (d) The granting of an extension to the length of time for the completion of the development as identified in 7.4 of this Agreement.

### **6.2 Substantive Amendments**

- 6.2.1 Amendments to any matters other than those identified under Section 6.1, or the substantial alterations approved by Regional Council under the *Heritage Property Act* on August 22, 2023, shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

### **7.2 Subsequent Owners**

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **7.3 Commencement of Development**

- 7.3.1 In the event that construction on the Heritage Building has not commenced within two years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the applicable Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the consolidation of Blocks A (PID 00280263) and B (PID 00280115).
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a

written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **7.4 Completion of Development**

7.4.1 Upon the completion of the whole development, the Municipality may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement;

7.4.2 For the purpose of this section, completion of development shall mean completion of the Heritage Building work approved under the HRM Substantial Alteration Report, and issuance of a Construction Permit for all Home Sites.

7.4.3 Upon the completion of the whole development, or at such time that policies applicable to the Lands have been amended, the Municipality may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which have been completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Land Use By-law for (insert), as may be amended from time to time.

7.4.4 In the event that development on the Lands has not been completed within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

#### **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after 5 years from the date of execution of this Agreement, the Municipality may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

### **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **8.1 Enforcement**

8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

#### **8.2 Failure to Comply**

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

=====

=====

**SIGNED, DELIVERED AND ATTESTED** to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MAYOR

Date signed: \_\_\_\_\_

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK

Date signed: \_\_\_\_\_

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that \_\_\_\_\_, \_\_\_\_\_ of the parties thereto, signed, sealed and delivered the same in his/her presence.

---

A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

---

A Commissioner of the Supreme Court  
of Nova Scotia

**PARCEL DESCRIPTION REPORT**

**SCHEDULE "A"**

2010-02-19 10:08:05

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**PID:** 280263  
**CURRENT STATUS:** ACTIVE  
**EFFECTIVE DATE/TIME:** 2009-11-27 15:45:12

ALL that certain lot, piece or parcel of land situate, lying and being at Jollimore in the County of Halifax and Province of Nova Scotia, as shown marked Block "A" and outlined in red on a plan entitled "Plan showing property to be conveyed to Kathleen P.T. Finley, Jollimore, Halifax County, Nova Scotia", the said plan bearing date February 24, 1966 and signed by J.D. McKenzie, Provincial Land Surveyor, and filed in the office of the Registrar of Deeds at Halifax (as Plan No. 7739 in drawer 123), the said land being more particularly bounded and described as follows, viz:

BEGINNING at the line of ordinary high water mark on the western shore of the North West Arm at that point thereon at which the said line of ordinary high water mark is intersected by the northern boundary line of lands owned by J.W.F. Hussey as shown on the said plan;

THENCE from the said point of beginning to run south 70 degrees 37.3 minutes west, 36 feet, more or less, unto a dead birch tree and thence to continue south 70 degrees 37.3 minutes west along the said northern boundary line of land owned by J.W.F. Hussey a further distance of 212.2 feet unto the northwestern angle of the said lands owned by J.W.F. Hussey;

THENCE to run south 17 degrees 52.2 minutes east along the western boundary line of the said lands owned by J.W.F. Hussey, 64 feet more or less, unto the northern boundary line of lands now or formerly owned by Ralph W. MacDonald;

THENCE to run southwestwardly along the said northern boundary line of lands now or formerly owned by Ralph W. MacDonald and along the northern boundary line of lands now or formerly owned by Aylmer Burton, 201 feet more or less, unto the northwestern angle of the said lands now or formerly owned by Aylmer Burton;

THENCE to run south 36 degrees 17.7 minutes east along the western boundary line of the said lands now or formerly owned by Aylmer Burton, 17 feet unto the northern boundary line of a road or right-of-way leading eastwardly to the western shore of the North West Arm;

THENCE to run south 89 degrees 51.5 minutes west along the said northern boundary line of the road or right-of-way, 24.2 feet unto the southern boundary line of lands conveyed by Peter Ross to Amos Slaughenwhite by deed bearing date February 18, 1885 and recorded in the office of the Registrar of Deeds at Halifax in Book 246, Page 493;

THENCE to run south 62 degrees, 25.8 minutes west along the said southern boundary line of the last named lands 38.5 feet unto the southeastern angle of lands conveyed by Eva Ann Merchant to Aylmer Burton by Deed bearing date June 6, 1950 and recorded in the office of the Registrar of Deeds at Halifax in Book 1072, Page 1225;

THENCE to run north 4 degrees, 47.5 minutes east along the eastern boundary line of the last named lands, 66.6 feet unto an iron pin set in a granite stone at the northeastern angle of the said lands now or formerly owned by Aylmer Burton;

THENCE to run north 73 degrees, 24.4 minutes west along the northern boundary line of the last named lands, 92.5 feet unto an iron pipe set at and marking an angle in the said northern boundary line;

THENCE to run south 48 degrees 57 minutes west along the northwestern boundary line of the said lands conveyed by Eva Ann Merchant to Aylmer Burton, 137.1 feet unto the most eastwardly angle of lands owned by Jean E.C. Monies;

THENCE to run north 34 degrees 17 minutes west along the northeastern boundary line of the last named lands, 83.2 feet unto the most northwardly angle thereof;

THENCE to run south 61 degrees 23 minutes west along the northwestern boundary line of the said lands owned by Jean E.C. Monies, 80 feet unto the northeastern boundary line of School Road, so-called;

## PARCEL DESCRIPTION REPORT

2010-02-19 10:08:05

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THENCE to run northwestwardly along the said northeastern boundary line of School Road, 109 feet more or less, unto the point of intersection therewith of the southeastern boundary line of a right-of-way leading from School Road northeastwardly into lands now and formerly owned by William Hartnett, the said point of intersection being distant 107.1 feet measured on a line bearing north 47 degrees 10.9 minutes west from the most westwardly angle of the said lands owned by Jean E.C. Monies;

THENCE to run north 29 degrees 46.3 minutes east along the said southeastern boundary line of the last named right-of-way, 28 feet unto a brass pin set in a concrete monument and marking the southwestern angle of Lot "A" formerly owned by William Hartnett and now owned by Charles Stafford;

THENCE to run north 76 degrees 59.3 minutes east along the southern boundary line of the said Lot "A" 113.8 feet unto an angle in the said boundary line;

THENCE to run north 74 degrees 49.2 minutes east along the said southern boundary line of Lot "A" 37 feet, unto an angle in the said boundary line;

THENCE to run north 61 degrees 29.5 minutes east along the said southern boundary line of Lot "A" and the southern boundary of that lot conveyed by John T. Cruickshank to Gerald E. Martin by Deed bearing date June 14, 1955, recorded in Book 1331 at Page 122 and the southern boundary of other lands now or formerly owned by John T. Cruickshank 518.7 feet unto a concrete monument set on the western boundary line of lands formerly owned by one Bradford and now owned by Harold Sutherland;

THENCE to run south 12 degrees, 40.5 minutes east along the said western boundary line of the last named lands, 44 feet unto a large birch tree marking the southwestern angle thereof;

THENCE to run north 69 degrees 7.5 minutes east along the southern boundary line of the said lands now owned by Harold Sutherland, 160 feet, more or less, unto the line of ordinary high water mark on the western shore of the North West Arm;

THENCE to run in direction generally southwardly along the said line of ordinary high water mark on the western shore of the North West Arm, 170 feet more or less, unto the place of beginning.

### BURDENS:

1. Subject to an easement for sewer and water mains in favour of Halifax Regional Municipality, as defined and described in Expropriation No. 1720 and shown on the plan attached thereto.
2. Subject to an easement for sewer and water mains in favour of Halifax Regional Municipality, as defined and described in Expropriation No. 1771 and shown on the plan attached thereto.
3. Subject to a Right of Way (along a portion of the southern boundary of the above described lands) in favour of lands formerly of one Mr. Hussey, as defined and described in the Deed in Book 878 Page 382 and shown on the Plan attached thereto.
4. Subject to an 8 foot wide Right of Way (over a western corner of the above described lands) in favour of lands formerly of F. Merchant, as defined and described in the Deed in Book 878 Page 382 and shown on the Plan attached thereto.

MGA: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

---



# SCHEDULE "A"

## PARCEL DESCRIPTION REPORT

2010-02-19 10:08:16

---

**PID:** 280115  
**CURRENT STATUS:** ACTIVE  
**EFFECTIVE DATE/TIME:** 2009-10-13 09:31:15

ALL that certain lot, piece or parcel of land situate, lying and being in City of Halifax and Province of Nova Scotia being and comprising all that lot shown outlined in red and designated Block "B" on a plan entitled "Plan showing property to be conveyed to Kathleen P.T. Finley, Jollimore, Halifax County, Nova Scotia", the said plan bearing date February 24, 1966 and being signed by J.D. McKenzie, Provincial Land Surveyor, and being filed in the office of the Registrar of Deeds at Halifax (as Plan No. 7739 in drawer 123), the said Block "B" being more particularly bounded and described as follows, viz:

BEGINNING on the northwestern boundary line of lands conveyed by R. Evatt Mathers to Dorothy Martin by Deed bearing date December 4, 1944 and recorded in the office of the Registrar of Deeds at Halifax in Book 848, Page 382, the said lands being designated Block "A" as shown on the said plan, at that point thereon at which the said northwestern boundary line of Block "A" is intersected by the northeastern boundary line of Lot "A" formerly owned by William Hartnett as shown on the said plan;

THENCE from the said point of beginning to run north 30 degrees 44.7 minutes west along the said northeastern boundary line of Lot "A" and the prolongation thereof 67.9 feet unto the southwestern angle of Lot "D" as shown on the said plan;

THENCE to run north 62 degrees, 53 minutes east along the southeastern boundary line of the said Lot "D" and the southeastern boundary line of Lot "F", 315.9 feet unto the southwestern boundary line of a road or right-of-way known as "Marine Drive", as shown on the said plan;

THENCE to run south 23 degrees 45 minutes east along the said southwestern boundary line of "Marine Drive", 60.4 feet unto the said northwestern boundary line of Block "A" as shown on the said plan;

THENCE to run south 61 degrees 29.5 minutes west along the said northwestern boundary line of Block "A", 308.1 unto the place of beginning.

BEING AND INTENDED TO BE the same lands conveyed by John T. Cruikshank to Gerald E. Martin by Deed dated June 14, 1955, recorded in the office of the Registrar of Deeds at Halifax in Book 1331, Page 122, and conveyed by Gerald E. Martin to Kathleen P.T. Finley and Heather F. Inglis by Deed dated January 2, 1964 recorded in the office of the Registrar of Deeds at Halifax in Book 1953, Page 807.

SAVING and EXCEPTING lands expropriated by Halifax Regional Municipality (Municipality of the County of Halifax) for Marine Drive, as shown by Expropriations No. 1857 (October 4, 1967) and No. 1879 (March 6, 1968) with plans attached thereto.

MGA: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

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**External Comments:**

**PARCEL DESCRIPTION REPORT**

**SCHEDULE "A"**

2010-02-19 10:08:05

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**PID:** 280263  
**CURRENT STATUS:** ACTIVE  
**EFFECTIVE DATE/TIME:** 2009-11-27 15:45:12

ALL that certain lot, piece or parcel of land situate, lying and being at Jollimore in the County of Halifax and Province of Nova Scotia, as shown marked Block "A" and outlined in red on a plan entitled "Plan showing property to be conveyed to Kathleen P.T. Finley, Jollimore, Halifax County, Nova Scotia", the said plan bearing date February 24, 1966 and signed by J.D. McKenzie, Provincial Land Surveyor, and filed in the office of the Registrar of Deeds at Halifax (as Plan No. 7739 in drawer 123), the said land being more particularly bounded and described as follows, viz:

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## PARCEL DESCRIPTION REPORT

2010-02-19 10:08:05

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# SCHEDULE "A"

## PARCEL DESCRIPTION REPORT

2010-02-19 10:08:16

---

**PID:** 280115  
**CURRENT STATUS:** ACTIVE  
**EFFECTIVE DATE/TIME:** 2009-10-13 09:31:15

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**External Comments:**

# Schedule B



**LEGEND**

- existing buildings
- neighboring structures
- proposed buildings
- gardens
- pools / waters
- easements
- property boundary
- home site boundary
- buildable area
- minimum side yards
- significant trees
- wells
- stone walls; all existing retaining walls to be relocated and/or reused; tbd.

10 Kirk Road

MacKay Lynn  
Sawagage  
Architects  
Limited

2188 Collingwood St.  
Halifax, Nova Scotia  
Canada B3K 3B4

PH: (902) 429 1867  
FAX: (902) 429 6276

01	Issued for Coordination	2024.08.11
02	Issued for Coordination	2024.09.02
03	Planning Application	2022.08.31
04	Description	
05	Revision	

**NOTES:**

**COPYRIGHT RELATED TO THE USE OF THIS DRAWING:**  
The use of this drawing shall be governed by standard copyright law as generally accepted in architectural practice.

**ARCHITECT'S REQUIREMENTS AND APPROVALS:**  
It is the Architect's responsibility to notify MacKay Lynn Sawagage Architects Ltd. and to seek prior written approval for materials and workmanship which deviates from instructions provided by the Architect.

**ENGINEER'S REQUIREMENTS AND APPROVALS:**  
It is the Engineer's responsibility to notify MacKay Lynn Sawagage Architects Ltd. and to seek prior written approval for materials and workmanship which deviates from instructions provided by the Engineer.

**AUTHORITY'S REQUIREMENTS AND APPROVALS:**  
All materials and workmanship must comply with the requirements of all authorities having jurisdiction over the work. It is the Builder's responsibility to gain necessary approval from all relevant Authorities.

**DIMENSIONS:**  
All dimensions must be verified on site. Do not scale off drawings. Please take precedence over elevations. In the absence of dimensions, all dimensions shall be as shown on the drawing. All minimum dimensions are to comply with the International Residential Code.

**SHOP DRAWINGS:**  
Submit shop drawings to the Architect and Engineer for approval prior to manufacture of prefabricated elements of the building.

Site Plan - Proposed

Scale: 1/8" = 1'-0"  
Date: 24-08-11  
Drawn: AR  
Checked: A101

## Schedule C: Heritage Features

### 10 Kirk Road, Halifax (c.1914)



#### Character Defining Elements:

- Arts & Crafts architectural style designed by well-known Halifax architect William Brown;
- Historical associations with property owner Dr. R. Evatt Mathers, local eye doctor and surgeon.
- Contributing to the heritage value of the property include the Gate House, the Pool Shanty and the Roost, contributing landscape features such as several stone retaining walls, stands of trees and gardens.

#### Heritage Value:

The property at 10 Kirk Road was added to the Registry of Heritage Properties for the Halifax Regional Municipality in 2010. The property's principal heritage asset is the Arts and Crafts style principal dwelling at 10 Kirk Road that was constructed for Dr. R. Evatt Mathers, local eye doctor and surgeon, circa 1914. Dr. Mathers was an eye doctor and surgeon who practiced with Dr. A. Ernest Doull. The two doctors had a practice located at 5186-90 Morris Street in downtown Halifax in the 1940's and 1950's. This building was also designed by William Brown (c. 1909) and it is likely that this is how Dr. Mathers was introduced to William Brown. This building is a municipally registered heritage building which was named for the two eye doctors - Mathers and Doull Building.

Between 1913 and 1929 Dr. R Evatt Mathers had begun a small-scale land assembly by purchasing several small parcels of land in an area known as Jollimore Village. To this end, Dr. Mathers was able to create a 3 acre parcel of land fronting on Kirk Road which extends 250 ft to the shore of the North West Arm. The main house is an Arts and Crafts style building (also called a Craftsman Bungalow) and is an exemplary example of the Arts and Crafts movement.

While the main house holds the most significant heritage values, there are several other buildings and landscape features which add to the overall heritage value of the property: The Roost, early 1900, is a simple cottage design; and, other landscape features such as several retaining walls, stands of trees, and Rhododendron garden adjacent to the main house.

MacKay Lynn  
Sawbridge  
Architects  
Limited

2180 Collingwood St.  
Halifax, Nova Scotia  
Canada B3K 3B4

ph (902) 429 1867  
fax (902) 429 6276

- MATERIAL LEGEND**
- 1 asphalt roofing shingles
  - 2 stone column
  - 3 timber framing
  - 4 wood windows
  - 5 painted cedar shingles
  - 6 cellar doors
  - 7 brick chimney
  - 8 stone stairs
  - 9 stone wall
  - 10 stone foundation

**NOTES:**

**COPYRIGHT RELATED TO THE USE OF THIS DRAWING:**  
The use of this drawing shall be governed by standard copyright law as generally accepted in architectural practice.

**ARCHITECT'S REQUIREMENTS AND APPROVALS:**  
It is the Builder's responsibility to notify MacKay Lynn Sawbridge Architects Ltd and to seek your written approval for materials and workmanship which deviates from instructions provided by the Architect.

**ENGINEER'S REQUIREMENTS AND APPROVALS:**  
All materials and workmanship must comply with the requirements of all authorities having jurisdiction over the work. It is the Builder's responsibility to gain necessary approval from all relevant Authorities.

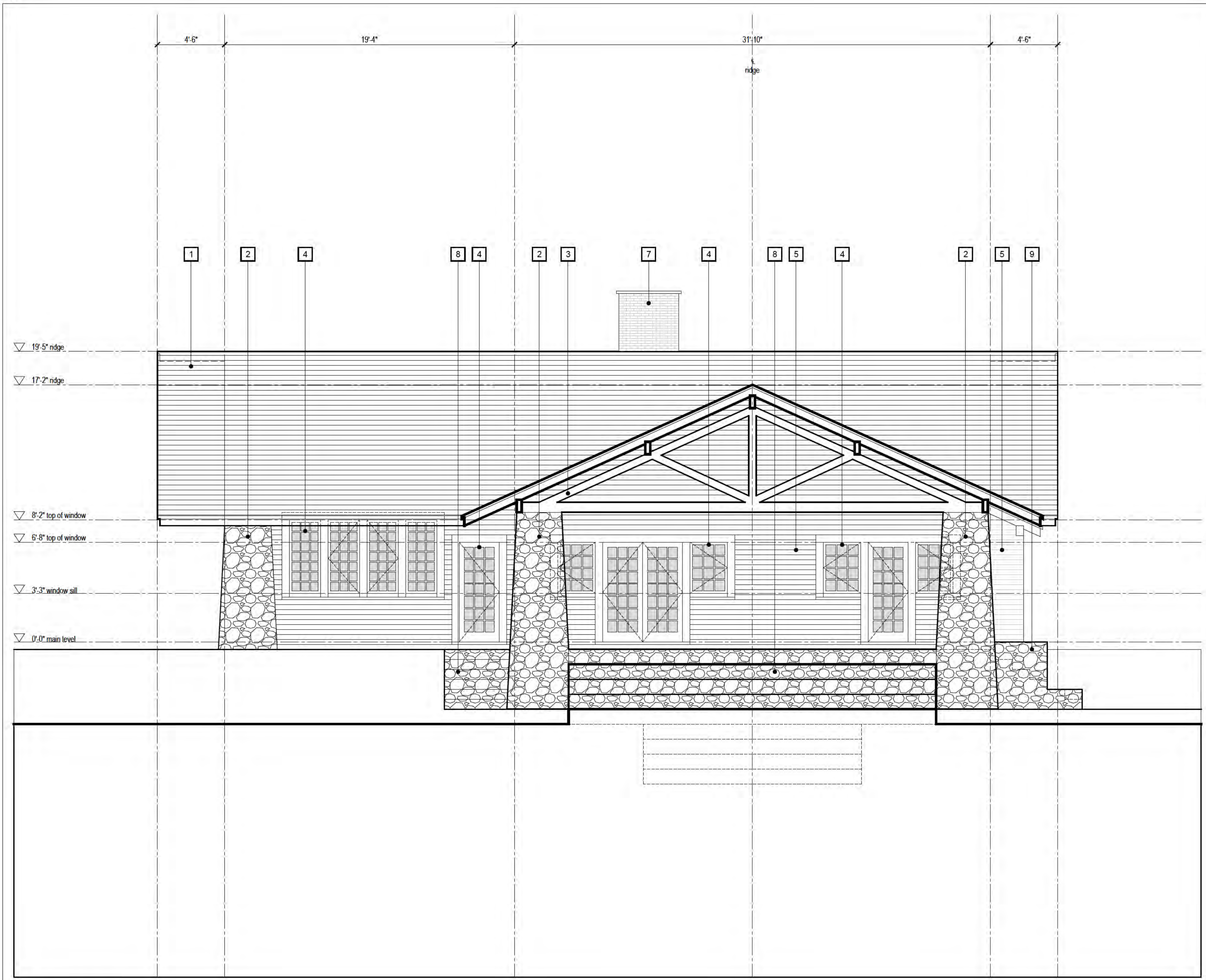
**DIMENSIONS:**  
All dimensions must be verified on site. Do not scale off drawings. Please take precedence over elevations. In the absence of dimensions, all dimensions shall conform to Architect. All minimum dimensions are to comply with the International Residential Code.

**SHOP DRAWINGS:**  
Submit shop drawings to the Architect and Engineer for approval prior to manufacture of prefabricated elements of the building.

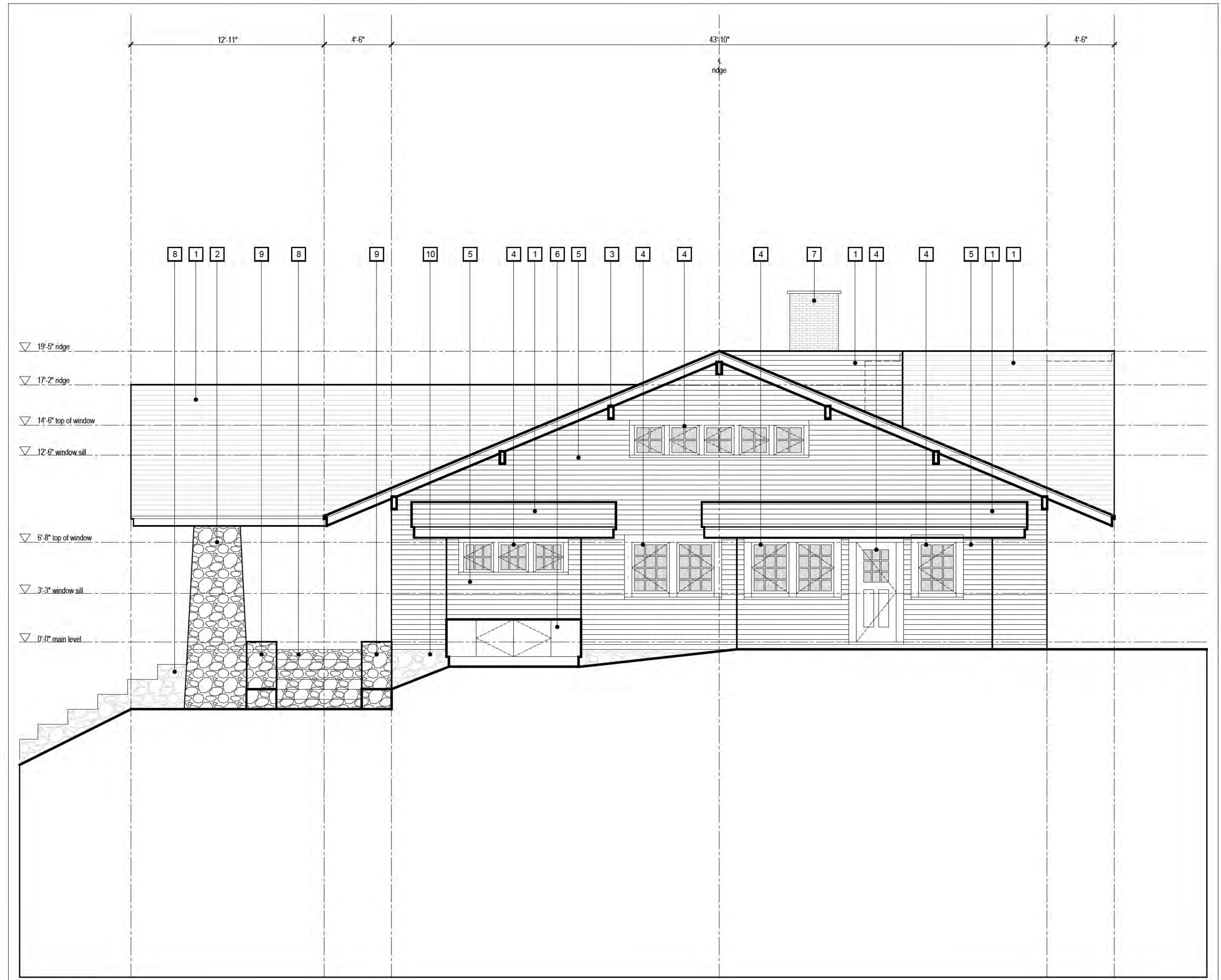
**Elevations**

scale: 1/4" = 1'-0"  
date: 2/26/18  
drawn: MB  
checked: MB

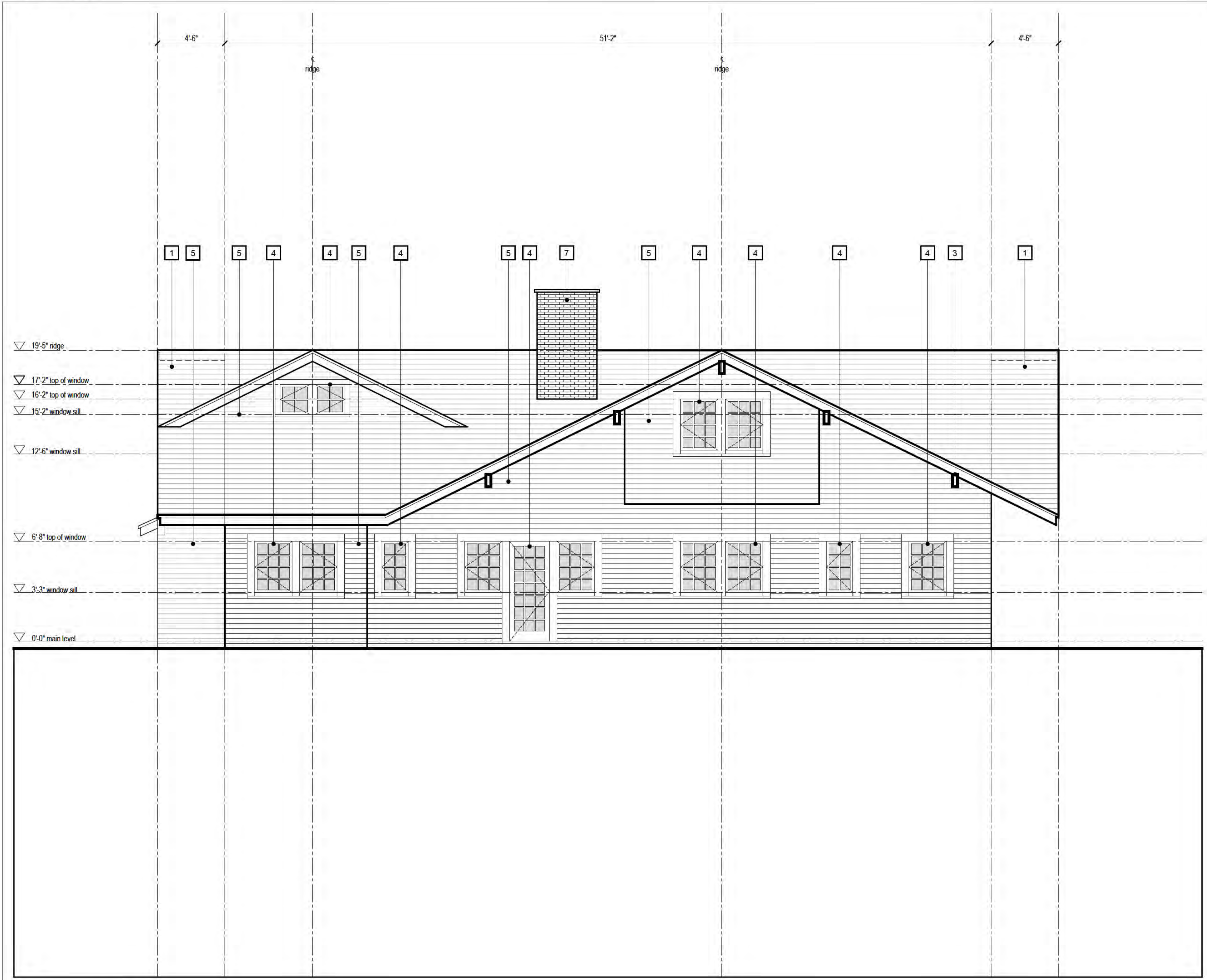
**A300**



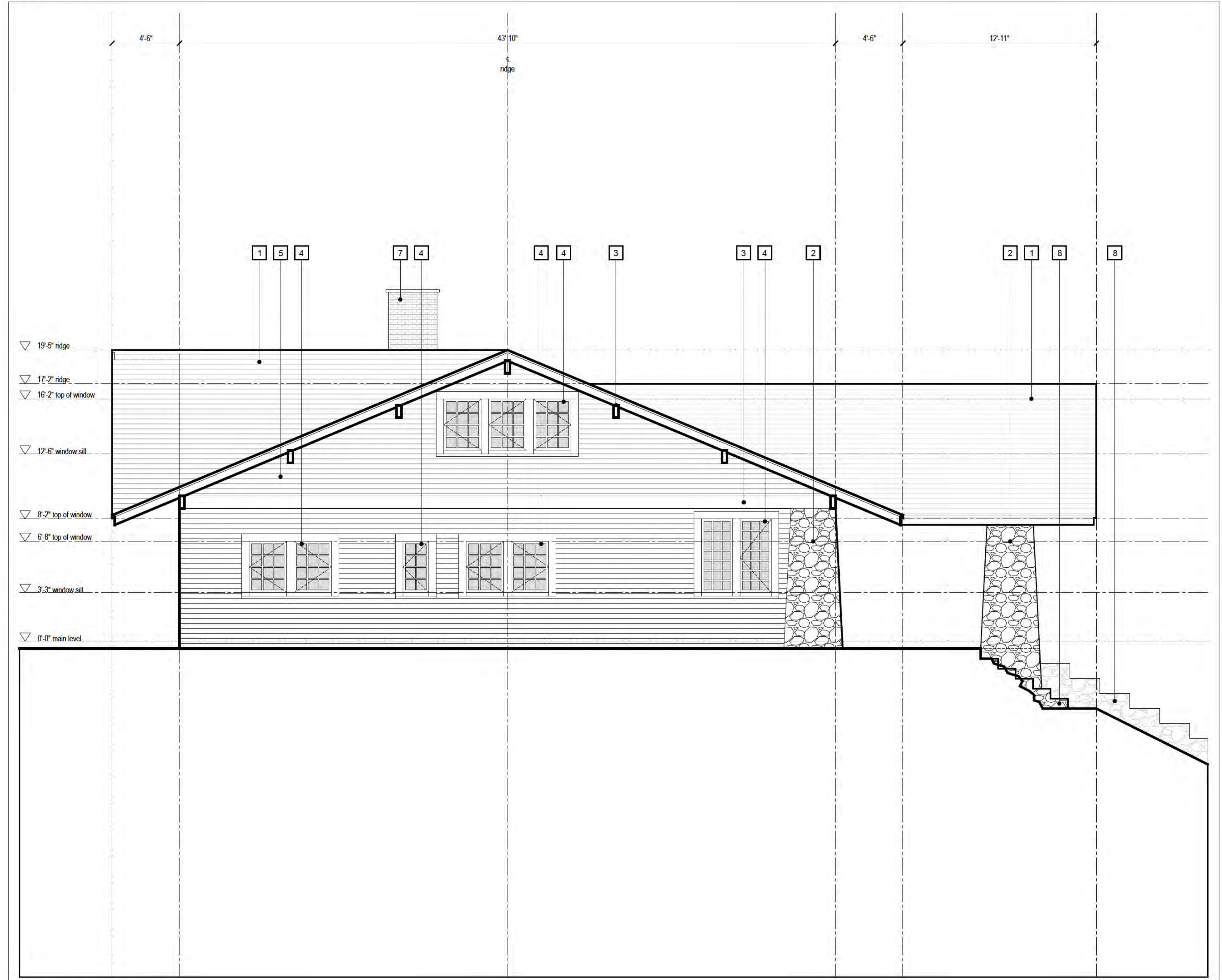
4 East Elevation  
Scale 1/4" = 1'-0"



3 North Elevation  
Scale 1/4" = 1'-0"



2 West Elevation  
Scale 1/4" = 1'-0"



1 South Elevation  
Scale 1/4" = 1'-0"

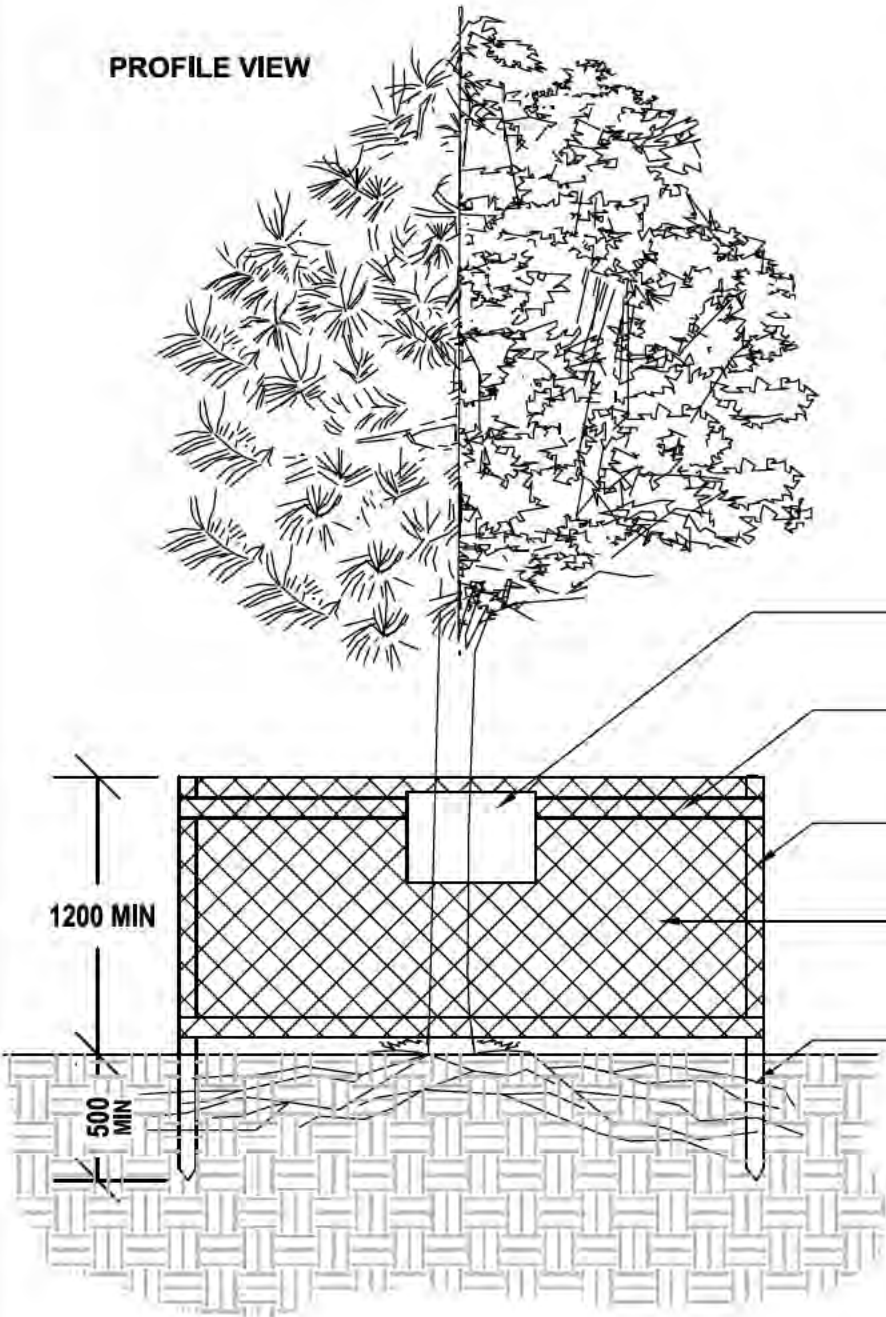




# Schedule E - Landscape Plan

TREE PROTECTION ZONE CALCULATION TABLE	
TRUNK DIAMETER (DBH)	MINIMUM PROTECTION DISTANCE REQUIRED (MEASURE FROM THE OUTSIDE EDGE OF TREE TRUNK)
10cm & UNDER	1.2 METERS
11 - 30cm	2.0 METERS
31 - 40cm	3.4 METERS
41 - 50cm	4.6 METERS
51 - 60cm	6.0 METERS
61 - 70cm	7.0 METERS
71 - 80cm	8.0 METERS
> 80cm	9.0 METERS

- NOTES:**
- WOOD POST: (MIN. 76mm WIDTH) INSTALLED TO A DEPTH OF 500mm (UNDERGROUND LOCATES REQUIRED)
  - TOP AND BOTTOM RAIL: (MIN 38mm X 89mm CONSTRUCTION, MAX. SPAN OF 2.5m). CROSS BRACING AS REQUIRED.
  - HEIGHT OF THE FENCE: MIN. 1.2m
  - NO GROUND DISTURBANCE WITHIN 1.2m OF THE TREE TRUNK (I.E. POST INSTALLATION)
  - POSTS SET BACK FROM SIDEWALK AND CURB: MIN. 300mm
  - FENCE MATERIAL: MINIMUM ORANGE BARRIER FENCE OR METAL CHAIN LINK FENCE.
  - ATTACH A SIGN ON TWO SIDES OF THE TREE TO READ: "PROTECTION ZONE DO NOT REMOVE FENCE DURING CONSTRUCTION"



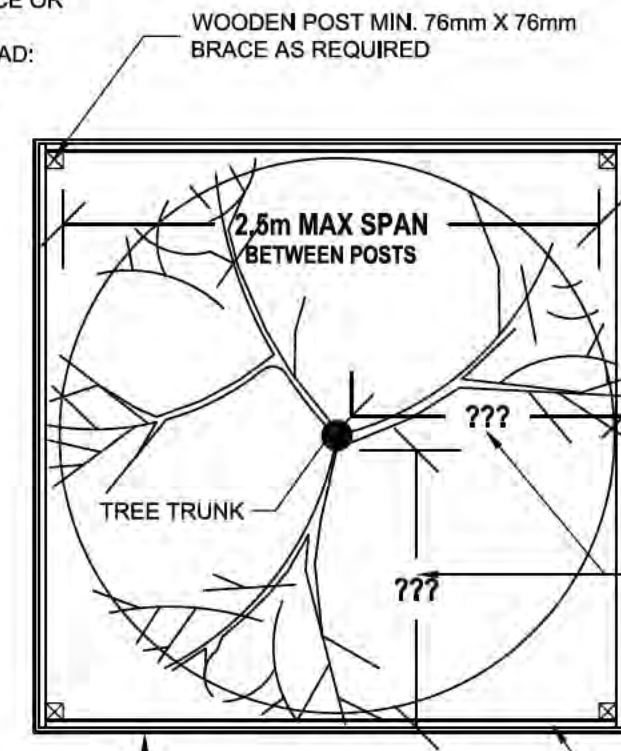
SIGN, ON TWO (2) SIDES, TO READ:  
"TREE PROTECTION ZONE DO NOT REMOVE FENCE DURING CONSTRUCTION"

TOP AND BOTTOM RAIL MIN.  
28mm X 89mm

WOODEN POST MIN. 76mm X 76mm  
BRACE AS REQUIRED

ORANGE BARRIER FENCE  
ALONG PERIMETER

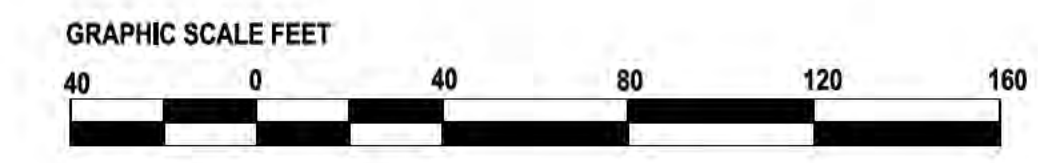
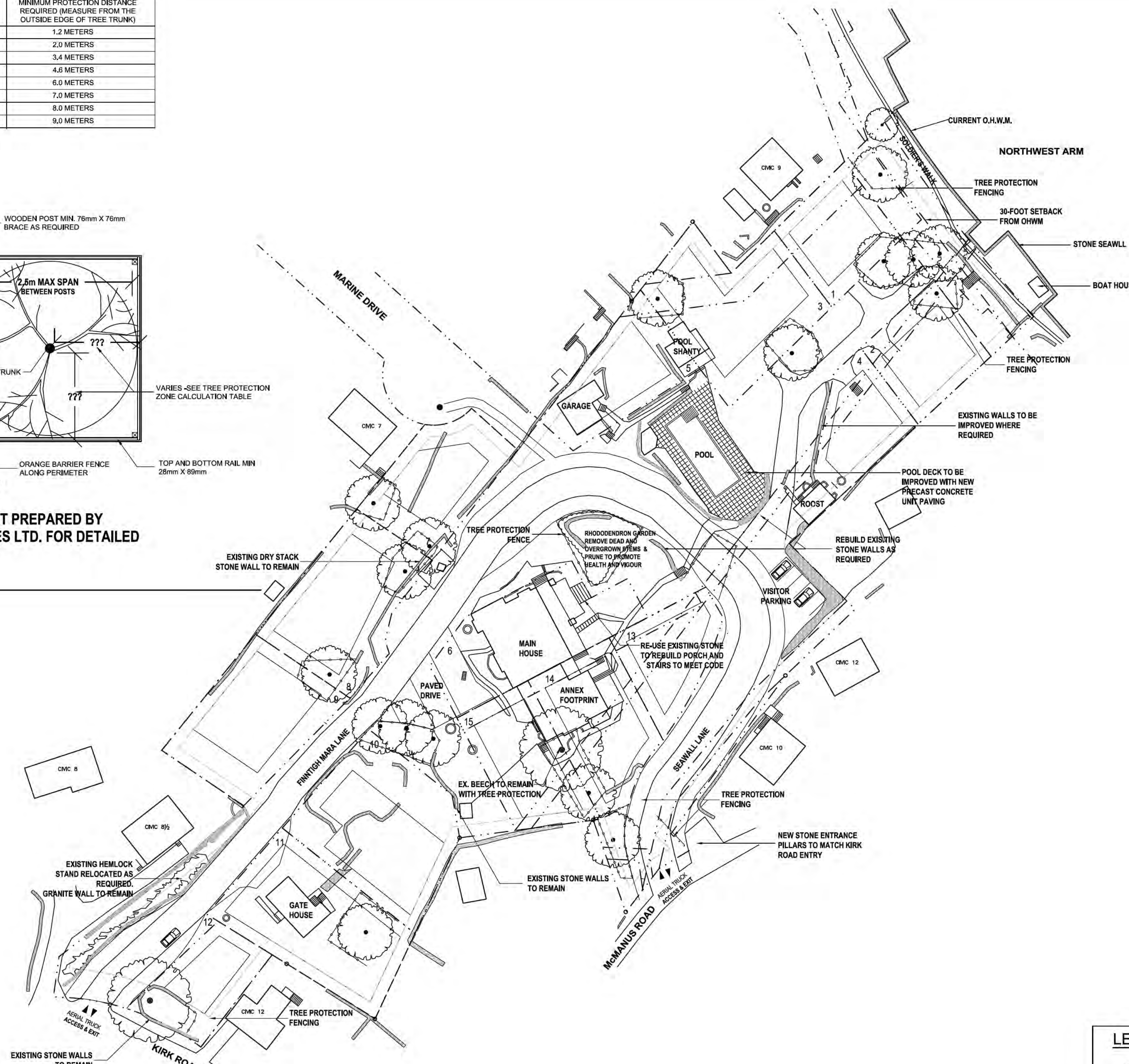
WOOD OR METAL POST BELOW GRADE.  
IF METAL IS SPECIFIED, THE WOOD POST  
MUST BE BOLTED TO THE METAL POST



PLAN VIEW

**CONSULT THE ARBORIST REPORT PREPARED BY  
GREEN HERITAGE TREE SERVICES LTD. FOR DETAILED  
TREE INFORMATION**

1 TREE PROTECTION FENCE  
L-101 N.T.S.



**LEGEND**

- EXISTING TREE TO BE PROTECTED
- EXISTING STONE WALL TO BE RETAINED
- BUILDINGS
- PROPOSED PRECAST CONCRETE UNIT PAVING
- PROPOSED TREE PROTECTION FENCE

No.	Description	Date
2	REVISED ROAD ALIGNMENT	JULY 02/24
1	ISSUED FOR DEVELOPMENT AGREEMENT	APR 19/23



**Gordon Ratcliffe  
LANDscape ARCHITECTS**  
2055 Highway 329  
The Lodge, Nova Scotia  
CANADA, B0J 1T0  
TEL: (902) 478-3683  
FAX: (902) 857-1108  
grla@eastlink.ca

**CONDOMINIUM DEVELOPMENT**  
10 KIRK ROAD  
HALIFAX, NOVA SCOTIA

**LANDSCAPE PLAN**

Project Number \_\_\_\_\_  
Date **APRIL 3, 2023**  
Drawn By **MDP**  
Checked By **GR**

**L-101**  
Scale **AS NOTED**

# PROPERTY ZONES

- COTTAGE ROW**
  - + HOME SITES 10-12 LOCATED ON THE SOUTH SIDE OF THE ACCESS LANEWAY EXTENDING FROM KIRK ROAD;
  - + VIEWS OF THE DENSE HEMLOCK STAND EXTENDING ALONG THE NORTH SIDE OF THE ACCESS LANEWAY;
  - + SOUTHEAST-FACING BACKYARDS OPPOSITE THE LANEWAY;
  - + LOW STONE WALLS DEFINING THE LANEWAY EDGE; AND
  - + FLAT TOPOGRAPHY EXTENDING FROM THE LANEWAY, FALLING-OFF TO THE EAST.

- GARDEN**
  - + HOME SITES 13-15 ON THE EAST SIDE OF THE MAIN HOUSE;
  - + VIEWS OF THE RHODODENDRON GARDEN AND INDIRECT VIEWS OF THE NORTHWEST ARM;
  - + MATURE CONIFEROUS AND DECIDUOUS TREES;
  - + EASTERN BOUNDARY DEFINED BY A TALL STONE RETAINING WALL; AND
  - + SLOPING TOPOGRAPHY DOWN TO THE SOUTH.

- WATER'S EDGE**
  - + HOME SITES 1-5 WITH DIRECT VIEWS OF THE NORTHWEST ARM;
  - + STEEPLY SLOPING TOPOGRAPHY TOWARD THE NORTHEAST;
  - + ADJACENT TO THE SWIMMING POOL AND STONE TERRACE;
  - + HOME SITE 4 UTILIZES THE ROOST AS AN ACCESSORY BUILDING;
  - + FRONT ON AN ACCESS AND VIEW CORRIDOR EXTENDING NORTHEAST FROM THE MAIN HOUSE TO THE WATER; AND
  - + ADJACENT TO THE BOATHOUSE AND WHARF.

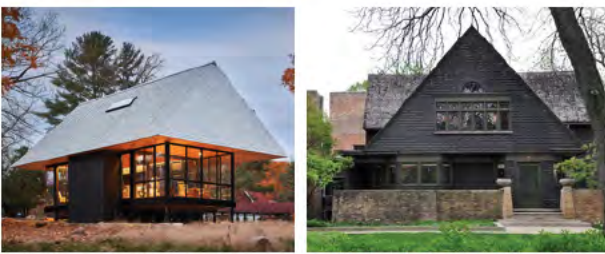
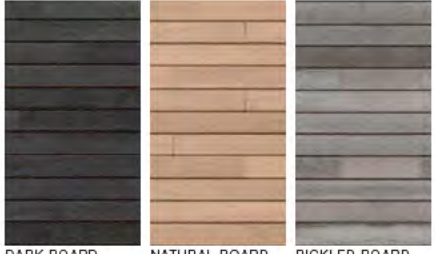

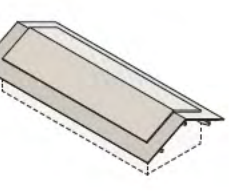
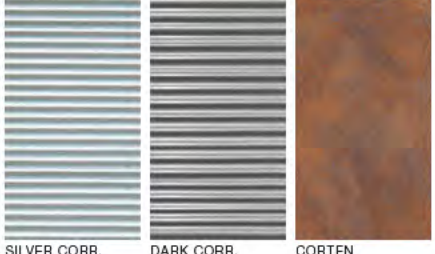
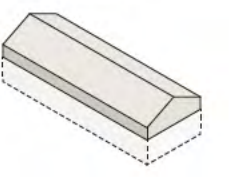
- WOODLAND**
  - + HOME SITES 7-9 ON THE NORTH SIDE OF THE ACCESS LANEWAY EXTENDING FROM KIRK ROAD;
  - + DIRECT VIEWS OF THE MAIN HOUSE;
  - + LOW AND TALL STONE WALLS DEFINING THE LANEWAY EDGE;
  - + MATURE CONIFEROUS TREES AND EXPOSED GRANITE BOULDERS; AND
  - + SLOPING TOPOGRAPHY UP FROM LANEWAY.



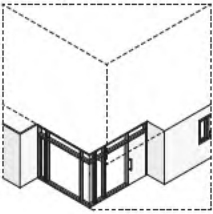
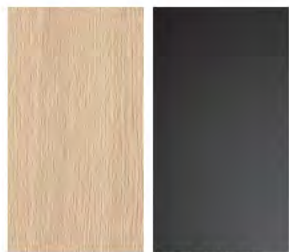

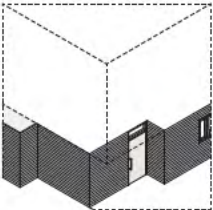
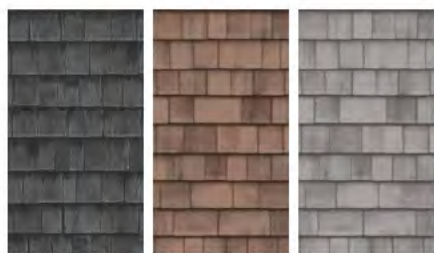

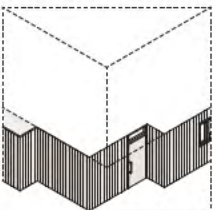
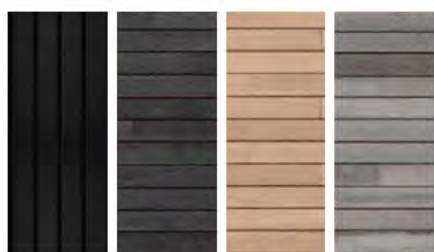

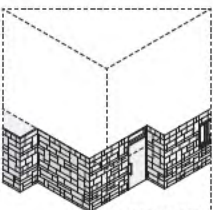


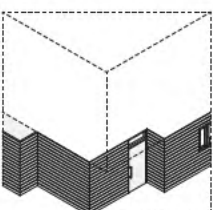


# ARCHITECTURAL STYLES

STYLE	DESCRIPTION	PRECEDENT
<p>1 COTTAGE</p> 	<p>+ 1.5-STORY, STEEPLY PITCHED GABLE ROOF; AND</p> <p>+ DORMERS, PUNCHED AND OVERSIZED WINDOWS.</p>	 <p>SCOTTISH VILLAGE HOMES      LAKE HOUSE, OLSON KUNDIG</p>
<p>2 FARMHOUSE</p> 	<p>+ 2-STORY, STEEPLY PITCHED GABLE ROOF WITH THIN, SHALLOW OVERHANGS; AND</p> <p>+ PUNCHED AND OVERSIZED WINDOWS.</p>	 <p>JACKSON MEADOWS, SALMELA ARCHITECTS      PENN FARMHOUSE, CUTLER</p>
<p>3 ARTS &amp; CRAFTS</p> 	<p>+ LOW PITCH GABLE ROOF WITH DEEP OVERHANGS; EXPOSED RAFTERS; AND</p> <p>+ PUNCHED AND FULL-HEIGHT WINDOWS.</p>	 <p>GAMBLE HOUSE, GREENE &amp; GREENE      FREESTONE FARM, JAMES CUTLER</p>
<p>4 MODERN</p> 	<p>+ FLAT ROOF WITH OR WITHOUT OVERHANGS; AND</p> <p>+ OVERSIZED AND FULL-HEIGHT WINDOWS.</p>	 <p>STRUG, MLS ARCHITECTS      NORTH WOODS, OLSON KUNDIG      DAYTON HOUSE, VGAA</p>
<p>5 COASTAL</p> 	<p>+ LOW OR STEEPLY PITCHED GABLE WITH NO OVERHANGS; AND</p> <p>+ PUNCHED AND FULL-HEIGHT WINDOWS.</p>	 <p>COVE, ELLIOTT + ELLIOTT      MILLER PORCH HOUSE, LAKE FLATO      LA SHED, LES ROCHERS</p>

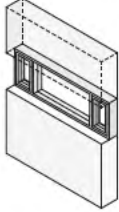


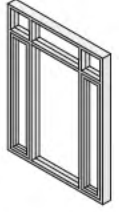


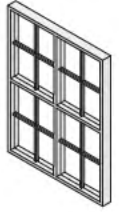


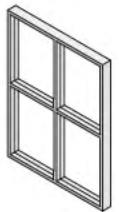

# ROOFS

COMPONENT	MATERIAL	PRECEDENT
<p>1 STEEP PITCH GABLE</p> 	 <p>DARK SHINGLE    NATURAL SHINGLE    PICKLED SHINGLE</p>	 <p>OVERHANGING STEEP PITCH GABLE    TIGHT STEEP PITCH GABLE</p>
<p>2 STEEP PITCH GABLE THIN OVERHANG</p> 	 <p>DARK BOARD    NATURAL BOARD    PICKLED BOARD</p>	 <p>THIN OVERHANG STEEP PITCH GABLE</p>
<p>3 LOW PITCH GABLE DEEP OVERHANG</p> 	 <p>SILVER CORR.    DARK CORR.    CORTEN</p>	 <p>DEEP OVERHANG LOW PITCH GABLE</p>
<p>4 FLAT ROOF</p> 	 <p>STANDING SEAM    STANDING SEAM</p> <p>*MATERIALS NOT SPECIFIC TO COMPONENT*</p>	 <p>FLAT ROOF    FLAT ROOF + PARAPET</p>
<p>5 LOW OR STEEP PITCH GABLE, NO OVERHANG</p> 		 <p>NO OVERHANG STEEP PITCH GABLE</p>

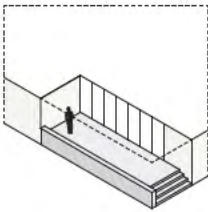

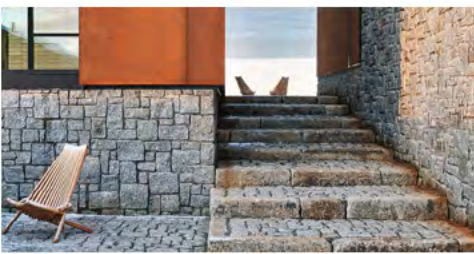
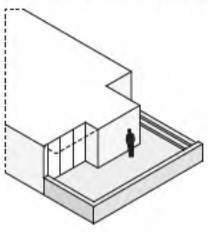
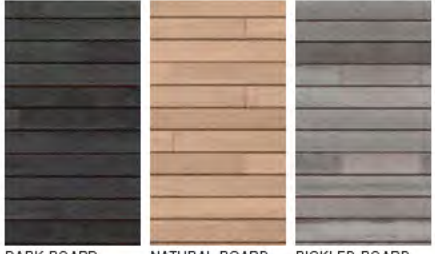

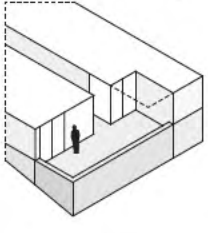


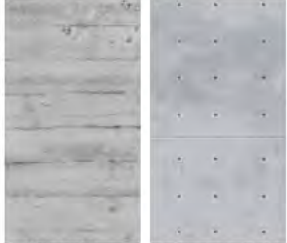


# WALLS

COMPONENT	MATERIAL	PRECEDENT
<p>1 GLASS</p> 	 <p>WOOD (VARIES)    ALUM. (VARIES)</p>	 <p>GLASS                      GLASS</p>
<p>2 SHINGLES</p> 	 <p>DARK SHINGLE    NATURAL SHINGLE    PICKLED SHINGLE</p>	 <p>DARK SHINGLE &amp; DARK BOARD                      NATURAL SHINGLE</p>
<p>3 BOARDS</p> 	 <p>BOARD &amp; BATT, DARK BOARD    NAT. BOARD    PICK. BOARD</p>	 <p>BOARD &amp; BATT                      DARK BOARD                      NATURAL BOARD</p>
<p>4 STONE / CONCRETE</p> 	 <p>GRANITE                      FIELDSTONE                      BOARD FORM</p>	 <p>STONE &amp; CORTEN                      STONE</p>
<p>5 METALS</p> 	 <p>SILVER CORR.    DARK CORR.    CORTEN</p> <p>*MATERIALS SPECIFIC TO COMPONENT*</p>	 <p>SILVER CORRUGATED                      SILVER CORRUGATED</p>

# WINDOWS

COMPONENT	MATERIAL	PRECEDENT
<p>1 PUNCHES</p> 	 <p>WHITE OAK    SPANISH CEDAR    MAHOGANY</p>	 <p>PUNCHED   ALUM.    PUNCHED   DARK ALUMINUM</p>
<p>2 CURTAIN WALL</p> 	 <p>WHITE PAINTED    BROWN PAINTED    BLACK PAINTED</p>	 <p>CURTAIN WALL   DARK ALUMINUM    CURTAIN WALL   SILVER ALUMINUM</p>
<p>3 TRADITIONAL</p> 	 <p>WHITE ALUM.    SILVER ALUM.    DARK ALUM.</p> <p>*MATERIALS NOT SPECIFIC TO COMPONENT*</p>	 <p>TRAD.   PAINTED    TRAD.   PAINTED    TRAD.   PAINTED    TRAD.   PAINTED</p>
<p>4 OVERSIZED</p> 		 <p>OVERSIZED   SILVER ALUMINUM</p> <p>DURATHERM   ALUMINUM &amp; WOOD    NANAWALL   MAHOGANY</p>

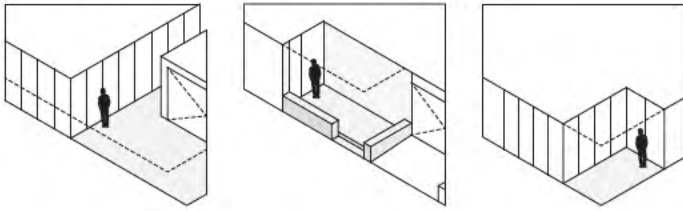
# TERRACES

COMPONENT	MATERIAL	PRECEDENT
<p><b>1 COVERED</b></p> 	 <p>DARK SHINGLE    NATURAL SHINGLE    PICKLED SHINGLE</p>	 <p>WRAP AROUND TERRACE - OPEN   STONE</p>
<p><b>2 WRAP AROUND (OPEN)</b></p> 	 <p>DARK BOARD    NATURAL BOARD    PICKLED BOARD</p>	 <p>COVERED TERRACE   DARK BOARD</p>
<p><b>3 CORNER (OPEN)</b></p> 	 <p>GRANITE    FIELDSTONE</p>	 <p>COVERED TERRACE   NATURAL BOARD</p>
	 <p>BOARD FORM    ARCH. CONCRETE</p> <p>*MATERIALS NOT SPECIFIC TO COMPONENT*</p>	 <p>CORNER TERRACE - OPEN   ARCHITECTURAL CONCRETE</p>  <p>WRAP AROUND TERRACE - OPEN   NATURAL BOARD</p>

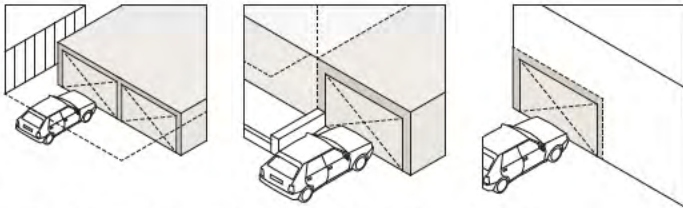
# FEATURES

## FEATURE

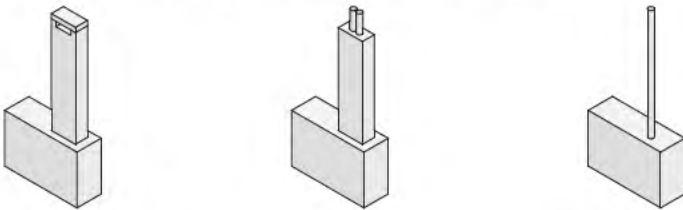
### 1 ENTRY PORCH - DOG TROT | SHOTGUN | SHELTERED



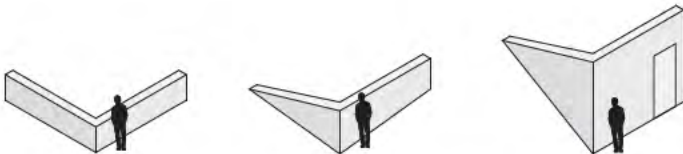
### 2 GARAGE - DETACHED DOUBLE | HIDDEN | EMBEDDED



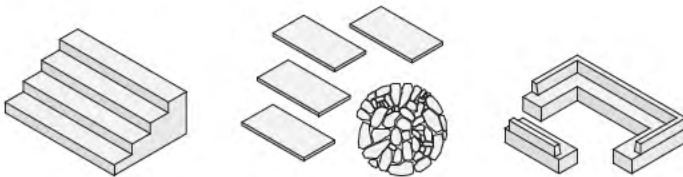
### 3 CHIMNEY - STONE CAP | STONE AND METAL | METAL



### 4 WALLS - GARDEN | RETAINING (SMALL) | RETAINING (WALKOUT)



### 5 ADDITIONAL ELEMENTS - STAIRS | PATHWAYS | SEATING



## PRECEDENT



DOGTROT ENTRY PORCH

SHOTGUN ENTRY PORCH

SHELTERED PORCH



DETACHED CAR PORT

EMBEDDED CAR PORT



CONCRETE + STAINLESS

STONE

STONE



LANDSCAPE WALLS | STONE



STAIRS & WALKWAY

FLAGSTONE

SEATING



# SCENES

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## 1 COTTAGE ROW

- + PEDESTRIAN WALKWAY
- + DENSE HEMLOCK STAND
- + ACCESSED VIA KIRK RD
- + FLAT SITES ALONG NARROW LANEWAY



## 2 WOODLAND AND GARDEN

- + PEDESTRIAN WALKWAY
- + OVERLOOKING MAIN HOUSE
- + ACCESSED VIA KIRK RD
- + SLOPING SITES & GRANITE WALLS
- + MATURE CONIFEROUS AND DECIDUOUS TREES
- + DIRECT VIEWS OF RHODODENDRON GARDEN
- + INDIRECT WATER VIEWS



## 3 WATER'S EDGE

- + COMMON MARINA WITH VIEWS TOWARDS MAIN HOUSE
- + STEEPLY SLOPING SITES
- + DIRECT VIEWS OF THE NORTHWEST ARM
- + ACCESSED VIA MCMANUS DR AND EXISTING LANEWAY FROM KIRK RD
- + ADJACENT TO POOL & TERRACE



**Public Meeting  
Case 24505**

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***The following does not represent a verbatim record of the proceedings of this meeting.***

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**Thursday, February 23, 2023  
6:30 p.m.**

**Chocolate Lake Recreation Centre (1014 Purcells Cove Road, Halifax - NS)**

**STAFF IN**

**ATTENDANCE:**

Jenny Lugar, Planner, Planner III, HRM Planning  
Aaron Murnaghan, HRM Principal Planner  
Michelle McNiven, Processing Coordinator - Planning, HRM Planning  
Marie Aikenhead, Planning Information Analyst, Planning Information Services

**ALSO IN**

**ATTENDANCE:**

Paul Taylor – Marterra Inc./Property Owner  
Talbot Sweetapple and Matt Bishop – MacKay-Lyons Sweetapple Architects  
Shawn Cleary - Councillor for District 9

**PUBLIC IN**

**ATTENDANCE:**

Approximately 64

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The meeting commenced at 6:38 p.m.

**1. Call to order / Acknowledgements / Introductions / Purpose of Meeting – Jenny Lugar**

**Case 24505:** Application by MacKay-Lyons Sweetapple Architects to enter into a development agreement to allow 15 bare land condominium units on a registered heritage property at 10 Kirk Road, in the Jollimore Neighborhood, Halifax.

**J. Lugar** introduced herself as the Planner guiding the application through the planning process, J. Lugar explained that Elizabeth Cushing will be taking over this case when she is off. Acknowledgement that the meeting took place in the traditional and ancestral territory of the Mi'kmaq people, and that we are all treaty people and that we are in the decade for people of African Descent. Introduced other staff members and mentioned that the applicant and landowner were in attendance and that the area Councillor for District 9, Shawn Cleary, was in attendance.

**2. Presentation by HRM Staff– Jenny Lugar**

**J. Lugar's** presentation included information on the purpose of the meeting, The role of HRM staff was explained through the planning process. A brief description of the application including site context, explanation of what a development agreement is as well as what a heritage development agreement is, the proposed site plan, proposed changes between the original development agreement from 2011 and this proposal, the subject policy and By-law overview, policy consideration, and status of the application. Community Council makes the final decision.

**Presentation by Matt Bishop and Talbot Sweetapple, MacKay-Lyons Sweetapple Architects**

**T. Sweetapple** spoke on the development.

**M. Bishop** presented details and a short power point outlining the proposal for the development agreement on the subject property and how they would like to restore the heritage building, maintain, and rehabilitate several historic landscape features on the property.

**T. Sweetapple** spoke about the site and the importance of keeping the footprint low and keeping the area more community like and smaller than the other developments going up in the areas.

### Questions and Comments

**Russell MacKinnon**, could HRM explain the difference between a bare land condominium subdivision and subdivision under regional subdivision by-laws.

**J. Lugar**, spoke on the subdivision by law, development agreements (DA) and if subdividing a property through the regional subdivision by-law and can be done. The individual properties and the buildings on them will be owned by individual condo owners and the condo corporation will maintain and operate all the common and public areas for community.

**Paul Taylor, Marterra Inc**, condominiums are very straight forward, beautiful thing about this property everyone gets to share the common space.

**Patricia Manuel, Forward Ave**, what does the community of Jollimore get from all that preservation of greenspace and cottage field? Is this something that has public common land for the community in Jollimore or is everything that is happening in there only for the benefit of the people who will live in there.

**J. Lugar**, it is not a requirement of the policy, can't really speak on that. It is a private property. Not that kind of thing we would get involved in. There is a tow path that goes through there, and the intent is to keep and maintain it.

**Resident**, does the DA specify a time frame of when this needs to be done.

**J. Lugar**, typically we require that an applicant register a DA within 1 - 2 years. Typically, it is about a 5-year timeline to start and a 10-year timeline to finish. But this is something that is negotiated with the applicant in the DA process.

**Resident**, so that means there can be dump trucks and heavy equipment going in and out of there for up to 10 years.

**Paul Taylor, Resident**, this property has some history. The last time a developer came forward with a proposal it was 15 properties and then reduced that down to 13 properties. After going through all that process why are we back up to 15 properties? it seems like it got reduced was due to traffic, but traffic has gotten worst since the old DA and now it is back up to the higher number.

**J. Lugar**, the old DA expired so this is a new process. There was a conversation about using the old DA but because it was expired and a new applicant. HRM encouraged them to look at the site and start a whole new application so that is why it has gone back to 15 properties.

**Nick Ross, 12 Kurt Road**, we have a desirable community now. There is no need for a second village inside the current village that is already there. I question the density I question the traffic report, we even need speed bumps for the traffic that is already there. N. Ross stated their family was involved in creating the heritage laws. Don't restore this heritage property to condominiums out of greed and out of tokenism to heritage.

**Councillor Shawn Cleary**, spoke on respect in the meeting and that people can not make statements like the rules/laws are being bent. Councillor understands passion, lets keep it respectful, truthful, and correct.

**Nick Ross**, respects what Councillor Cleary is saying and withdrew his statement about laws and rules being bent.

**Mary Jane Taylor, McManus Road**, has a question related to a rather large garbage bin that sits outside the property on McManus Road. Is that usual to have a garbage bin on the outside of the gates of a community like this?

**J. Lugar**, all garbage collections and storage will take place on the site. Staff have already informed the applicant that their proposed garbage collection facility is in the public right-of-way and must be moved onto private property.

**Frank Tussy, Parkhill Road**, you said that there will be one parking site per home. Does that mean only one car will be allowed per unit or can they have two.

**P. Taylor**, there will be a parking garage and a parking spot.

**Frank Tussy**, so that means thirty extra cars. The road is too crowded as it is, one lane, no sidewalks, kids walking to school, unsafe. Have asked for speedbumps.

**Jennifer Gillivan, McManus Road**, would like to ask that the engineers of the city re-evaluate the traffic. Safety issues need to be addressed. Two cars can't go down the lane at once, if any type of emergency vehicle had to come, we would be in trouble. Adding thirty more cars to the area is going to make it worse. The city needs to walk the streets/lane ways in the area to understand how unsafe they are.

**J. Lugar**, we can take this back and ask to have it looked at again. We are at an early enough stage that we can do so.

**Resident**, can you explain how the engineers make the assessments?

**J. Lugar**, they look at traffic statements, recent traffic counts, different traffic reports, as well as the adjacent streets.

**Resident**, do they look at adjacent streets, peak times, weekends, rush hour, holidays, summer times, special events? People coming all over the place parking in the laneways/roads. During these times it is hard to get vehicles through and there are emergency service vehicles that can't safely get through. Numbers have gone up over COVID. How can we be sure that emergency service can get in?

**J. Lugar**, we did have Halifax Fire come out and bring a truck out, they did not express any concerns. If there are ever unsafe situations caused by parking during special events, please call 311 to report these situations and let them know your concerns.

**Councillor Cleary**, spoke on the traffic impact statement and explained how it works.

**Jennifer Gillivan**, right now currently without any extra buildings if I have to call fire or even the garbage, they have to reverse down the street and that's with a clear roadway.

**Councillor Cleary**, this is pretty usual for the old county areas from Halifax, this was built as a recreation area not as homes. Questionnaires and consultation were given to the neighbours to see if they wanted curbs, gutters, widening of the road they said no.

**J. Gillivan**, this needs to be looked at as a safety issue and needs to be on the record.

**Councillor Cleary**, this has to be reviewed by Halifax Fire, police, Halifax Water and all the different folks to make sure there is capacity. They do know that they are one lane roads.

**J. Lugar**, I can certainly ask them look at it again.

**Resident**, traffic impact study said our roads are rated to be able to handle a lot more traffic than they can. There is no mention in the report that Kirk and McManus having a lower ability to handle traffic. It mentioned we were below capacity and there would be no problem with this. The reality is that the roads can't handle it now, two vehicles can't pass each other. It is dangerous when walking because we don't have sidewalks.

**J. Lugar**, spoke on typical local streets, the capacity and classification of streets, they understand that the streets are not built to that standard, but they would have to be 80% under built for them to be at 100% capacity.

**Resident**, it needs to be looked at further, it is not doable. Doesn't look like the traffic engineer looked at it correctly. It's going to be dangerous for the cars, and people.

**Resident**, can we do our own traffic impact study, hire an independent company?

**Councillor Cleary**, you can hire one yes, but all traffic studies are done the same. They must use the same guidebooks.

**Sheila Kindred**, asking about the foot path, toe path that goes along the shoreline. Is there intent to maintain the toe path and will there be public access?

**J. Lugar**, yes it will be kept for public access, it has not been written in the agreement yet because the agreement isn't written. Things are still at an early stage.

**P. Taylor, Marterra Inc**, property owner plans to give/gift this property to HRM. It will become city property and it will be maintained by the property owner. It will clearly be stated that it will have public access.

**Heather, Parkhill**, does the owner, builder have any idea how long it will take to build this development? Will it really be ten years?

**P. Taylor**, it wouldn't be profitable for it to take ten years, our biggest delays are the planning and getting through this process. Once we start it should be about 2- 5 years and we plan to build all the homes in the development area.

**Sara, Parkhill**, when there are traffic issues you asked us to call 311. Which we can do. Would it be any good for us as a community to take our own photos for the new traffic report? The last report was done before the Sikh Society was opened.

**Councillor Cleary**, last traffic report was done in 2022. This is two different issues. The traffic report that was done deals with this site that we are here for tonight. The Sikh Society expansion took place because it is a R1 Zone and churches are allowed in R1 zones, so they were allowed to expand their site as-of-right. That is a separate issue than what is here tonight.

**Sara**, the traffic report is not seeing the issues that are here. Is there a place we can direct the photos to?

**J. Lugar**, everything that is submitted goes on record. This is community council decision. I can ask for another report, but we can not change how they do the report.

**Mary Jane Taylor**, does it make sense to apply a road standard to a lane and is that normal? A regular plow can't even go down the road.

**J. Lugar**, explained that there is a system of road standards/classifications, and that roads are classified in a certain way to help direct services and maintenance. Then capacity is assigned based on that standard. There is awareness for engineering staff that there is nuance between different roads within the same classification.

**Sandra Lori, Parkhill**, will 6 extra guest parking spaces be enough for that many homes?

**J. Lugar**, that can be something we ask engineering to review again and work with the applicant on.

**Karen McKendry**, I understand that some of the trees are not heritage elements – character defining elements. Would like to talk about it being a park like property. This property needs to keep more of the trees for the wildlife. Would like for that to be looked at.

**Rob McCullen**, Will you be blasting?

**T. Sweetapple**, we haven't got that far yet.

**P. Taylor**, no we have better ways of doing things beside blasting. We want to be respectful of the land, many other things that can be done besides blasting. Really want to make this feel like a cottage community, less impact than most subdivisions. We will be working normal business hours and hopefully no weekends.

**Resident**, will you be building homes before they are sold?

**P. Taylor**, we will start to build them and sell them once they are started.

**Robin**, what are the price point? What does a low-density neighborhood mean?

**P. Taylor**, hard to say the price point at this stage.

**J. Lugar**, a municipal planning strategy has a series of designations, and it uses that to look at neighborhoods, how they exist and how should they exist. Designation dictates a little bit of what density exists and what should be built in that area like single family homes, duplexes, small multi units.

**Nick Jupp**, I understand this meeting is about this site, and the impact it will have. I also understand the growth of HRM and population has increased. Given all the factors and given the village nature of our streets is there something we can do to keep our roads safe. We need leadership to help us with this.

**Amy Ruzdo**, who sits on the community council? Are you able to bring our concerns forward? Is the Arts & Crafts building going to be restored?

**Councillor Cleary**, gave all the districts that are with Halifax West Community Council. Your concerns will be brought to council in a staff report which all will see. There is a public hearing for the DA and the community can speak at the point as well.

**P. Taylor**, the building will be restored, the outside will be maintained. It is not a community building. This will be part of the residences.

**Resident**, when is the deadline to provide feedback? If this proposal doesn't go ahead what rights does the property owner have?

**J. Lugar**, deadline to provide feedback is March 17, 2023. Explains this is a R1 property and would go through the subdivisions by-law if the DA did not go through.

**Councillor Cleary**, explained if it was a subdivision what would happen to the property.

**Resident**, would they not have to maintain the Heritage house at all?

**J. Lugar**, spoke about maintaining the heritage house and how it works. The provincial *Heritage Property Act* allows a property owner to apply to demolish a heritage property. That act has a clause that says: if council says no to demolition, they need only to wait 3 years to demolish the property. They then have a year window to demolish it.

**Councillor Cleary**, province can only change the heritage laws on demolishing a heritage property not the city. That is provincial legislation.

**Paul Hardman, 11 Kirk Road**, not clear about the size of the new homes. I think someone said earlier that they can build up to 23%. And is this defined in the report online? Sounds like the homes will be large as well as tall.

**J. Lugar**, the entire built area of the site would be 23%, just looking at the homes. The lot coverage for individual condominium lots on the property would be regulated by the DA, as will be height and square footage of the buildings. The intention is to stick closely to what is permitted in the Halifax Mainland Land Use By-law. DA is not written yet, so we do not have the numbers yet and it all must be approved by staff and council.

**Steve Peters, 38 Albion Road**, we have mixture of quality of the homes in the area. I have a concern that this is going to be a very different quality than what we have in our neighbourhood. I would ask HRM to look at the square footage of these homes.

**Resident**, would like to hear about a couple policies that we have not heard about this evening. The fundamental rules contract of the DA, the power to negotiate for additional parkland or public land dedication. What sort of things will you seek? Can you ask for a legal right away? What is the role of transportation, active transportation. What kind of policies are there?

**J. Lugar**, DA can technically negotiate and ask for things, but it is up to the applicant to say yes, or no. Only way someone would be forced to dedicate parkland is through the subdivision process and that is different than a DA. The active transportation policies don't always apply, since we're looking at an individual site, but we can send this to the active transportation planners to see if they have any feedback.

**Councillor Cleary**, spoke on the DA, subdivision and negotiating. Explaining how it works and what can be asked for. We are limited to what they ask for in a DA. The right of way can be asked for it.

**Resident**, we are trying to encourage foot traffic, keep it safe.

**Trish Manuel**, the community of Jollimore is giving a lot to the development. What is Jollimore getting in return?

**Scott Parks, Parkhill**, the city needs to look at the context. There is a playground, children running back and forth, people walking. There is no recognition of this in the plan. The traffic report was done in 2010 and updated in 2022, and there were no changes. There has been significant change.

**Resident**, speed limit is 50km, too high for that area. Can it be changed?

**Councillor Cleary**, provincial government does not allow the city to set a speed limit below 50kms unless we apply to the minister of transportation.

### 3. Closing Comments

**Jenny Lugar** thanked everyone for their participation in the meeting and will make the presentation available on the website.

**Aaron Murnaghan, Principal Heritage Planner**, thanked everyone and expressed that as his team carries forward the DA, they will look into the traffic issues further.

### 4. Adjournment

The meeting adjourned at approximately 8:38 p.m.



## Attachment C:

### Planning Policy Review

The following document reviews the policies which apply to Case 24505: Application for a Heritage Development Agreement for a 15-unit bare land condominium on the registered heritage property at 10 Kirk Road, Halifax.

The applicable policies which have been reviewed include:

- Applicable Regional Plan Culture and Heritage Policies
- Applicable policies of the *Halifax Secondary Municipal Planning Strategy*
- *The Standards and Guidelines for the Conservation of Historic Places in Canada, 2<sup>nd</sup> Ed.*

#### Regional Municipal Planning Strategy

CHAPTER 7: CULTURAL AND HERITAGE RESOURCES	
7.3 Protection of Heritage Resources	
Policy	Staff Comment
CH-5 <i>HRM shall consider the retention, preservation, rehabilitation and restoration of those buildings, public building interiors, streetscapes, cultural landscapes, areas and districts of historic, architectural or cultural value in both urban and rural areas and encourage their continued use.</i>	Rehabilitation of registered heritage building at 10 Kirk Road, known as Finntigh Mara.
7.4 Development Abutting Registered Heritage Properties	
Policy	Staff Comment
CH-16 <i>For lands abutting federally, provincially or municipally registered heritage properties, HRM shall, when reviewing applications for development agreements, rezonings and amendments pursuant to secondary planning strategies, or when reviewing the provision of utilities for said lands, consider a range of design solutions and architectural expressions that are compatible with the abutting federally, provincially or municipally registered heritage properties by considering the following:</i>  a) <i>the careful use of materials, colour, proportion, and rhythm established by surface and structural elements should reinforce those same aspects of the existing buildings;</i>	a) The applicant has proposed the use of a mixture of historical materials, such as wood shingles, wood boards, and stone, as well as contemporary materials to distinguish the new buildings from the heritage building.  The applicant intends to provide five distinct styles to architectural clients, who will work with the architect to design a building following the purchase of one of the bare land condominium units. These types include cottage, farmhouse, arts & crafts, modern, and coastal. Each will use a mixture of historical and contemporary materials to complement, but not take away from, the Craftsman style bungalow heritage building.  Jollimore was established and developed

<p>b) <i>ensuring that new development is visually compatible with yet distinguishable from the abutting registered heritage property. To accomplish this, an appropriate balance must be struck between mere imitation of the abutting building and pointed contrast, thus complementing the abutting registered heritage property in a manner that respects its heritage value;</i></p> <p>c) <i>ensuring that new developments respect the building scale, massing, proportions, profile and building character of abutting federally, provincially or municipally registered heritage structures by ensuring that they:</i></p> <p>i) <i>incorporate fine-scaled architectural detailing and human-scaled building elements.</i></p> <p>ii) <i>reinforce, the structural rhythm (i.e., expression of floor lines, structural bays, etc.) of abutting federally, provincially or municipally registered heritage properties; and</i></p> <p>iii) <i>any additional building height proposed above the pedestrian realm mitigate its impact upon the pedestrian realm and abutting registered heritage properties by incorporating design solutions, such as setbacks from the street wall and abutting registered heritage properties, modulation of building massing, and other methods of massing articulation using horizontal or vertical</i></p>	<p>over several decades beginning in the late 19<sup>th</sup>-century, and the existing houses have varying heights, styles, setbacks from the street, and landscaping. This is like the rhythm that the applicant is proposing to create on the subject site.</p> <p>b) See below review of Standard 11 from the <i>Standards and Guidelines for the Conservation of Historic Places in Canada, 2<sup>nd</sup> Ed.</i></p> <p>c) (i) the new buildings proposed for the site will be designed using a series of architectural controls. The buildings will be single-unit dwellings, which inherently creates human-scaled buildings. The buildings will relate to the surrounding landscaping and provide pedestrian circulation opportunities, and will share access to a series of amenities, which will create a fine-scaled and pedestrian-oriented environment.</p> <p>(ii) Structural rhythm and bays will differ between each of the new buildings so as to avoid 'copying' the design of the Craftsman bungalow.</p> <p>(iii) Not applicable. The max. building height proposed is 10.7m, which is considered within the pedestrian realm.</p>
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<p style="text-align: center;"><i>recesses or projections, datum lines, and changes in material, texture or colour to help reduce its apparent scale;</i></p> <p>d) <i>the siting of new developments such that their footprints respect the existing development pattern by:</i></p> <p>i) <i>physically orienting new structures to the street in a similar fashion to existing federally, provincially or municipally registered heritage structures to preserve a consistent street wall; and</i></p> <p>ii) <i>respecting the existing front and side yard setbacks of the street or heritage conservation district including permitting exceptions to the front yard requirements of the applicable land use by-laws where existing front yard requirements would detract from the heritage values of the streetscape;</i></p> <p>e) <i>not unreasonably creating shadowing effects on public spaces and heritage resources;</i></p> <p>f) <i>complementing historic fabric and open space qualities of the existing streetscape;</i></p> <p>g) <i>minimizing the loss of landscaped open space;</i></p> <p>h) <i>ensuring that parking facilities (surface lots, residential garages, stand-alone parking and parking components as part of larger developments) are compatible with abutting federally, provincially or municipally registered heritage structures;</i></p> <p>i) <i>placing utility equipment and devices such as metering equipment, transformer boxes, power lines, and conduit equipment boxes in locations which do not detract from the visual building character or architectural integrity of the heritage resource;</i></p> <p>j) <i>having the proposal meet the heritage considerations of the appropriate Secondary Planning Strategy, as well as any applicable urban design guidelines; and</i></p>	<p>d) (i) N/A</p> <p>(ii) N/A</p> <p>e) No shadowing anticipated with 10.7m max. building heights.</p> <p>f) The streetscape is a largely wooded environment with houses at different setbacks from the street. The proposed development would maintain the wooded nature of the environment, retaining significant trees and plantings, while creating a similar environment, density-wise, for the new buildings.</p> <p>g) The applicant has provided a landscape plan and will retain character-defining elements of the site such as the hemlock stand, in-ground concrete pool, rhododendron garden, and stone walls. While the site will contain fourteen additional building sites, the built area will still be 23% of the site, while the unbuilt area will be 77%.</p> <p>h) The parking facilities planned will be accessed via shared access driveways, adding vehicle circulation to the site. Each dwelling unit is anticipated to have a minimum of one surface parking space in individual driveways. There is a small, shared parking lot for guests with five spaces, accessed from the McManus Road entrance. These proposed circulation and</p>
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<p>k) <i>any applicable matter as set out in Policy G-15 of this Plan.</i></p>	<p>parking facilities are compatible with the existing heritage site.</p> <p>i) Details concerning utilities will be addressed within the development agreement to mitigate negative impact on the heritage site.</p> <p>j) Proposal has been reviewed under the Halifax SMPS.</p> <p>k) HRM Development Engineering, Traffic Services and Halifax Fire have reviewed the site plan and road network and have implemented no on-street parking on the surrounding streets. The development agreement is contingent on the retention and rehabilitation of the heritage building on the property. The Traffic Impact Study did not identify any major concerns, and the type of use (residential) is consistent with the surrounding area. Protection measures have been put into place for the Northwest Arm through the development agreement.</p>
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**Halifax SMPS**

<b>Policy</b>	<b>Comments</b>
<p><b>Residential Environments Objective:</b> The provision and maintenance of diverse and high-quality housing in adequate amounts, in safe residential environments, at prices which residents can afford.</p>	<p>The Residential Environments objective encourages housing diversity and safe, affordable residential environments.</p>
<p><b>Policy 2.1</b> Residential development to accommodate future growth in the City should occur on the Mainland and should be related to the adequacy of existing or presently budgeted services.</p>	<p>The proposed development is located on the Halifax Mainland. The subject site is within the urban service boundary and has municipal water sewer services. The applicant will be required to bring services onto the site, per HRM and Halifax Water requirements.</p> <p>The area is served by Halifax Transit Route 415 Purcell's Cove, the closest bus stop for which is 600 m (under 10 minutes walking) away from the subject site. Kirk Road runs parallel with Purcell's Cove Road and is accessed either via Parkhill Road or Albion Road. Both Parkhill and Albion Roads, as well as Kirk Road, have historically narrow rights-of-way and do not have formal pedestrian facilities (sidewalks or crosswalks). The applicant has submitted a traffic impact statement and staff have identified no issues or concerns with the addition of fourteen additional units in the subject area.</p>

<p><b>Policy 2.2</b> The integrity of existing residential neighbourhoods shall be maintained by requiring that any new development which would differ in use or intensity of use from the present neighbourhood development pattern be related to the needs or characteristics of the neighbourhood and this shall be accomplished by implementation policies 3.1 and 3.2.</p>	<p>The existing residential neighbourhood surrounding the subject site is largely single unit dwellings on lots which vary in size from approx. 4000 s/ft to approx. 25,000 s/ft. The neighbourhood, known as Jollimore, was developed throughout the late 19<sup>th</sup> into the early 20<sup>th</sup> century, and has been added to through subdivision over time. The subject site is one of very few remaining large properties in the vicinity with waterfront access to the Northwest Arm.</p> <p>The building sites proposed on the subject site range in size from 4,300 s/ft to 9,200 s/ft and the proposed footprints of the new buildings, at 2,500 s/ft, are akin to, though slightly larger, than most other homes in the area, with some exceptions.</p> <p>Based on this analysis, the present neighbourhood development pattern, use, and intensity of use is like that proposed at the subject site. Staff expect the proposed development would maintain the integrity of the existing residential neighbourhood.</p> <p>Policies 3.1 and 3.2 have been repealed.</p>
<p><b>Policy 2.4</b> Because the differences between residential areas contribute to the richness of Halifax as a city, and because different neighbourhoods exhibit different characteristics through such things as their location, scale, and housing age and type, and in order to promote neighbourhood stability and to ensure different types of residential areas and a variety of choices for its citizens, the City encourages the retention of the existing residential character of predominantly stable neighbourhoods, and will seek to ensure that any change it can control will be compatible with these neighbourhoods.</p>	<p>The existing neighbourhood is comprised mostly of single-unit dwellings dating from the late 19<sup>th</sup> century (in some cases) to ones constructed more recently in the past 20-30 years. The proposal maintains the existing single-unit dwelling character in the neighbourhood and, through built-form controls, will maintain the general appearance of the neighbourhood with a mixture of heritage-inspired and contemporary building materials and styles.</p>
<p><b>Policy 2.7</b> The City should permit the redevelopment of portions of existing neighbourhoods only at a scale compatible with those neighbourhoods. The City should attempt to preclude massive redevelopment of neighbourhood housing stock and dislocations of residents by encouraging infill housing and rehabilitation. The City should prevent large and socially unjustifiable neighbourhood dislocations and should ensure change processes that are manageable and acceptable to the residents. The intent of this policy, including the manageability and acceptability of change processes, shall be</p>	<p>The application does not propose to redevelop any portion of an existing neighbourhood. The application is considered 'infill development', the development on a large and under-utilized site within an established neighbourhood.</p> <p>There is no resident dislocation that will take place because of this proposal and therefore no change or direct effect on the properties or homes of the existing residents is expected by staff.</p> <p>Policies 3.1 and 3.2 have been repealed.</p>

<p>accomplished by Implementation policies 3.1 and 3.2 as appropriate.</p>	
<p><b>Policy 6.8</b>  In any building, part of a building, or on any lot on which a registered heritage building is situated, the owner may apply to the City for a development agreement for any development or change in use not otherwise permitted by the land use designation and zone subject to the following considerations:</p>	<p>This policy permits property owners to apply to enter into a development agreement to permit a change in use or intensity otherwise not permitted by the land use designation and zone.</p> <p>The subject site is designated Residential under the Halifax MPS and zoned R-1 under the Halifax Mainland LUB.</p>
<p>a) that any registered heritage building covered by the agreement shall not be altered in any way to diminish its heritage value;</p>	<p>The applicant proposes to restore, rehabilitate, and preserve the heritage value of the registered heritage building on the site, whilst also restoring and maintaining certain key landscape features.</p> <p>The home will be renovated to remove the ‘annex’ on the south side of the house, which was constructed c. 1980. This is not considered a character-defining element and therefore, this alteration does not diminish the heritage value.</p>
<p>b) that any development must maintain the integrity of any registered heritage property, streetscape, or conservation area of which it is part;</p>	<p>The application includes details on the rehabilitation of several character-defining elements of the c. 1920 Arts &amp; Crafts style home, including doors, windows, the coursed rubble columns, the eastern porch, and stone steps. Much of the historic landscaping, including stone walls, the hemlock stand, and the rhododendron garden, will be maintained in the development.</p> <p>The site does not have a strong relationship to the streetscape on Kirk Road, which includes homes with various setbacks. The registered heritage house is not visible from the street or driveway of the subject site. In the proposed site plan, building site 12 is located close to the right-of-way, but will be set behind existing stone walls and a tree identified as significant.</p> <p>While the development will alter the registered heritage site, staff feel that there is sufficient attention to retaining key features of the overall site that the integrity will be maintained.</p>
<p>c) that any adjacent uses, particularly residential uses, are not unduly disrupted as a result of traffic generation, noise, hours of operation, parking requirements and such other land use impacts as may be required as part of a development.</p>	<p>As noted previously, the proposal includes 14 bare land condominium units which will be built as single-unit dwellings in addition to the existing dwelling unit with shared amenity spaces and pedestrian/vehicular circulation around the site.</p> <p>The applicant is proposing a minimum of one parking space per dwelling unit, totalling 15 spaces, as well as five visitor spaces in a small, shared parking lot near the McManus Road</p>

	<p>frontage. The applicant has submitted a traffic impact statement from 2010, and an addendum to this statement from 2022, both of which state there is no anticipated negative impact on the adjacent street network as a result of traffic generation from fourteen additional units on the site. Staff have reviewed and accepted the TIS and addendum without anticipated issues.</p> <p>As a residential development, hours of operation are not a concern. As well, in this environment, staff do not expect noise to be a concern as the proposed development is similar density as the neighbourhood itself, however, if noise were an issue, HRM's Noise By-law would be in effect.</p>
<p>d) that any development substantially complies with the policies of this plan and in particular the objectives and policies as they relate to heritage resources.</p>	<p>Staff recommend that the proposal substantially complies with the policies of the Halifax SMPS, which encourages sensitive infill development (see policy review above) and those policies related to heritage resources.</p> <p>The proposal is for a single-unit residential condominium development within a predominantly single-unit residential neighbourhood. The proposal includes the rehabilitation, restoration, and preservation of the registered heritage site, including the main building and several of the landscaping features.</p>

**Standards and Guidelines**

<b>Standard</b>	<b>Comments</b>
<p><b>Standard 11</b>            Conserve the <i>heritage value</i> and <i>character-defining elements</i> when creating any new additions to an <i>historic place</i> or any related new construction. Make the new work physically and visually compatible with, subordinate to and distinguishable from the historic place.</p>	<p>The proposed development will conserve the heritage value of both the heritage house and the broader site variously through rehabilitation, restoration, and preservation.</p> <p>The application includes details on the rehabilitation of several character-defining elements of the c. 1920 Arts &amp; Crafts style home, including doors, windows, the coursed rubble columns, the eastern porch, and stone steps. The home will also be restored to its original floorplan with the removal of the 'annex' on the south side of the house, which was constructed c. 1980. The applicant has indicated their intention to include maintenance and preservation guidelines for the future condominium corporation.</p> <p>The developer's plan for the remainder of the site is to create fourteen (14) bare land condominium single residential building sites, whilst retaining certain landscape features and pedestrian</p>

circulation throughout the site. The development concept includes reference to five different architectural styles which would be available to future condominium owners, with a mixture of historically inspired and contemporary materials available for each. When completed, the majority of the site (77%) will remain 'unbuilt', while the remainder (23%) would be building area. Some of the unbuilt area is located on private building sites, while the rest is located in the common shared area (home sites make up 60% of the site, while the common shared area is the remaining 40%). This leaves significant space for the conservation of landscape features which add to the heritage value of the site, including the stand of trees, stone retaining walls, in-ground concrete pool, rhododendron garden and the Roost (outbuilding).

The proposed new development will be compatible and distinguishable architectural styles from the existing heritage house, in keeping with the context of the existing Jollimore community which has residential buildings built throughout the 19<sup>th</sup>, 20<sup>th</sup> and 21<sup>st</sup> centuries. The materials will reference the heritage resources and materials on the site, including dark finished wood shingles and granite stone, and an emphasis on masonry which reflects the chimneys and significant masonry columns and stairs on the main house.

The new dwellings will be designed by the architect in collaboration with individual condominium owners but will be controlled through a series of built-form parameters. The new dwellings will have a maximum building height of 35 ft (10.6 m), a maximum footprint of 2,500 s/ft (232 s/m), and a maximum gross floor area of 3300 s/ft (306.5 s/m). The registered heritage building, on the other hand, has a maximum height of 20 ft, 8 in (6.2 m), a building footprint of 2890 s/ft (268.5 s/m), and a gross floor area of 6,124 s/ft (568 s/m). The footprints and overall size of the new buildings on the building sites will be significantly smaller than the registered heritage building, however, the heights of the new buildings would be permitted to be up to 14 ft, 4 in (4.3 m) taller than the original house. The applicant has indicated that this was intentional to create visual distinction between the main house and the new building sites and houses.

In terms of site layout, building sites 14 and 15 directly abut site 6, which is the site containing the registered heritage building. There is a 10 ft buffer



	<p>zone shown between building site 6 and sites 14 and 15, indicating that there will not be building within this buffer. Provided that the buildings eventually constructed on sites 14 and 15 would be limited to 35 ft in height, it is anticipated that a minimum 10ft setback is sufficient so as not to unreasonably overshadow the heritage building.</p> <p>Based on the site layout, the conservation of character-defining elements and other elements that add to heritage value, the intentional use of both heritage and complementary materials, staff recommend that Standard 11 is fulfilled by the proposal.</p>
<p><b>Standard 12</b>  Create any new additions or related new construction so that the essential form and integrity of an <i>historic place</i> will not be impaired if the new work is removed in the future.</p>	<p>There is no new addition being attached to the registered heritage building as part of this proposal. New construction on the site will not impact the essential form or integrity of the heritage building if the work is removed in the future, as the new construction will not be physically attached to the heritage building.</p> <p>The prominent views of the Northwest Arm are considered significant heritage elements which will be maintained through future construction. The views of significant landscape features, and the integrity of these landscape features, will also be maintained through future construction. Therefore, the addition of or future removal of the new homes on the s would not be expected to impair the integrity of the historic place.</p>