



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

Item No. 14.1.1
North West Community Council
December 9, 2024

TO: Chair and Members of North West Community Council

FROM: Jacqueline Hamilton, Executive Director of Planning and Development

DATE: November 19, 2024

SUBJECT: **PLANAPP 2024-00499: Amending Development Agreement for 592 Bedford Highway, Halifax**

ORIGIN

Application by Parsco Engineering & Construction Ltd. (PECL)

EXECUTIVE SUMMARY

This report recommends substantive amendments to an existing development agreement for a 35-unit, eight storey residential multi-unit dwelling at 592 Bedford Highway. The substantive amendments will allow the conversion of existing indoor amenity space into four additional residential units. Staff recommend that North West Community Council approve the proposed substantive amendment in accordance with Policy 1.8 of the Bedford Highway Secondary Planning Strategy. There are no budgetary implications as the applicant will bear all costs, expenses, liabilities, and obligations necessary to fulfill the terms of this proposed amending development agreement.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed amended development agreement, as set out in Attachment A, to allow the conversion of indoor amenity space to four additional residential units and schedule a public hearing;
2. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the amending development 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

Parsco Engineering & Construction Ltd. (PECL) on behalf of the property owner, Dream Properties Development Ltd, have applied to amend the existing development agreement for a 35-unit, eight storey residential multi-unit dwelling at 592 Bedford Highway. The proposed amendments will allow four additional residential units in the 35-unit building and the additional four units are achieved through the conversion of interior amenity space. The consideration of four additional units requires a substantive amendment to the existing development agreement.

| | |
|---|---|
| Subject Property | 592 Bedford Highway, Halifax |
| Location | South of the intersection of Larry Uteck Boulevard and the Bedford Highway |
| Regional Plan Designation | Urban Settlement (US) |
| Community Plan Designation (Map 1) | Highway Commercial under the Bedford Highway Secondary Plan of the Halifax Municipal Planning Strategy |
| Zoning (Map 2) | C-2B (Highway Commercial Zone) under the Halifax Mainland Land Use By-law and Schedule R of the Halifax Land Use By-law |
| Size of Property | 2,226.5 square metres (23,967 square feet) |
| Street Frontage | Bedford Highway - Approximately 39.6 metres (130 feet) |
| Site Conditions | Slopes upward as much as 14 metres (44 feet) from the Bedford Highway |
| Current Land Use(s) | Multi-unit dwelling under construction |
| Surrounding Land Use(s) | North – Commercial (Manorhouse Furniture) South and West – Residential (Ocean Brook Apartments) East – Bedford Highway /Commercial (Fisherman's Market) |

Proposal Details

The proposal is to increase the total number of residential units from 35 to 39 within the approved eight story apartment building through internal conversion. There is no change to the bulk, scale or form of the building. The major aspects of the proposal are as follows:

- The existing development agreement ([Case 19110](#)) permits an 35-unit eight storey building which was approved by North West Community Council on February 11, 2019 (Attachment B).
- The substantive amendments allow an increase in the total number of units from 35 to 39 units, a reduction in the required amount of indoor and outdoor amenity space, and allows one residential unit without a private terrace/balcony.

Section 3.11 of the existing development agreement requires a total of 47 square metres (500 square feet) of interior amenity space in the form of a community room and an outdoor terrace of at least 10 square meters (108 square feet). The proposed conversion will reduce the interior space requirement by 6.6 square metres (71 square feet) to 40.4 sq. m (435 square feet) and remove the outdoor terrace requirement.

The building is presently under construction and the building floorplans show indoor amenity space well beyond the requirements of the existing development agreement. The details are as follows:

- 286.9 square metres (3,088 square feet) of indoor amenity space will be converted into units by removing the following:
 - Gym on the 2nd floor totalling 81 square metres (872 square feet);
 - Amenity space on the 2nd floor totalling 112.5 square metres (1,211 square feet);
 - Meeting space on the 3rd floor totalling 93.5 square metres (1,006 square feet); and
 - Party room on the 7th floor totalling 56.3 square metres (606 square feet).

- All outdoor amenity spaces in the form of terraces on the 7th floor totalling 10 square metres (108 square feet) will be converted to private terraces.

Enabling Policy and LUB Context

In 2011, Regional Council approved amendments to the Bedford Highway Secondary Plan (SPS) and applied Schedule R to increase the level of land use control along Bedford Highway in the vicinity of Larry Uteck Boulevard. The C-2B Zone that is applied in this area permits a mix of commercial and residential uses, including multi-unit dwellings, while applying a maximum height of 10.67 metres (35 feet). Policy 1.8 of the SPS allows for the consideration of development greater than 10.67 metres (35 feet) in height through the development agreement process. On February 11, 2019, North West Community Council approved a development agreement for the eight-storey building with 35 units. An increase in the number of units within the building is a substantive amendment to the existing development agreement.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise the proposal, a conversion of amenity space to an additional four units to the existing building, is consistent with the intent of the SPS. Policy 1.8 of the SPS allows Council to consider a multi-unit dwelling greater than 10.67 metres (35 feet) in height on this site by development agreement. There has been no change to the land use policies in the area and the area context remains generally the same. Therefore, the current proposal to reduce amenity space and create four additional residential units remains consistent with the policies of the Bedford Highway SPS. Attachment C provides a detailed evaluation of the existing development agreement in relation to the relevant SPS policies.

Proposed Amending Development Agreement

Attachment A contains the proposed amending development agreement for the subject site addresses the following matters:

- increasing the total number of units from 35 to 39;
- one of the additional units will not have a private balcony;
- conversion of indoor amenity space to residential units; and
- conversion of all existing outdoor terrace amenity to private terraces.

Landscaping / Amenity Space

Policy 1.8.2 (h) of the Bedford Highway Secondary Planning Strategy states the following:

“Provision of both interior and exterior amenity areas and open space of a high quality, of a size and type adequate for the active and passive use of the residents;”

Staff note the indoor amenity space provided as part of the approved building permit exceeded the required amount by the development agreement. The proposed conversion of amenity space to residential units will reduce the required indoor amenity space by only 6.6 square metres (71 square feet). This reduction is minimal and the proposed reduced indoor amenity space still meets the overall policy intent relative to provision of amenity area and open space for the residents of the building.

Priorities Plans

In accordance with Policy G-14A of the Halifax Regional Plan, staff considered the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax’s Inclusive Economic Strategy 2022-2027 in making its recommendation to Council. In this case, the following policies were identified to be most relevant to this application, and as such were used to inform the recommendation within this report:

- 1) Designating areas for higher density residential development where there is an existing or proposed high level of transit service such as a proposed Transit Priority Corridor to support the development of walkable, affordable transit-oriented communities (Action 17 Integrated Mobility Plan). The subject site is on a Transit Priority Corridor.

- 2) Increasing housing stock to accommodate the growing population in Halifax (Strategic Objective 1.6 Halifax's Inclusive Economic Strategy 2022-2027). The proposal will add four units to a multi-unit dwelling that is already under construction.

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 SMPS. There has been no change to the policies which enabled the development agreement in 2019 and no significant change to the context of the area. The decrease in common indoor amenity space is minor and will result in four additional dwelling units. Therefore, staff recommend that the North West Community Council approve the proposed amending development agreement.

FINANCIAL IMPLICATIONS

The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The HRM costs associated with processing this planning applications and administration of the proposed development agreement can be carried out within the approved 2024-2025 operating budget for Planning and Development.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amending 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 within the notification area. A total of 175 letters were mailed to property owners and tenants within the notification area (Map 2), eight of which were returned.

The HRM website received a total of 161 unique pageviews over the course of the application, with an average time on page of 17 seconds. Staff received one response from a neighbor who opposed the proposed development.

A public hearing must be held by North 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 2 will be notified of the hearing by regular mail.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report.

LEGISLATIVE AUTHORITY

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

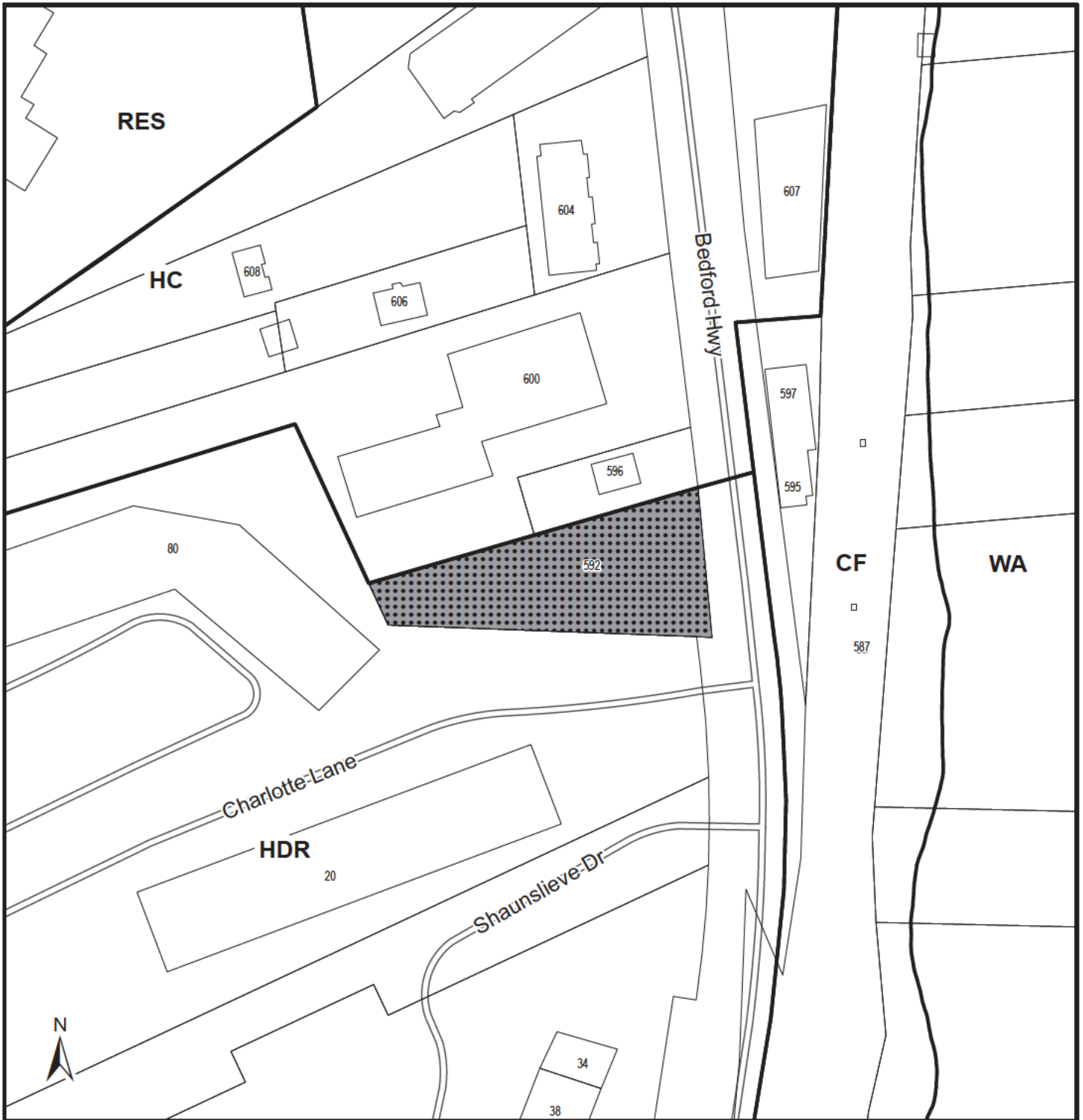
ALTERNATIVES

1. North West Community Council may choose to approve the proposed amending 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 amending agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the HRM Charter.
2. Northwest Community Council may choose to refuse the proposed amending agreement, and in doing so, must provide reasons why the proposed amending agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed amending agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

| | |
|---------------|---|
| Map 1: | Generalized Future Land Use |
| Map 2: | Zoning and Notification Area |
| Attachment A: | Proposed Amending Development Agreement |
| Attachment B: | Existing Development Agreement |
| Attachment C: | Review of Relevant MPS Policies |

Report Prepared by: Ardalan Shareghi Boroujeni, Planner II, 782-641-3478




Map 1 - Generalized Future Land Use

592 Bedford Highway
Halifax

HALIFAX

Designation

 Subject Property

- CF Community Facility
- HC Highway Commercial
- WA Water Access
- HDR High Density Residential
- RES Residential



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.

Halifax Plan Area - Bedford Highway Secondary Plan Area





Map 2 - Zoning and Notification Area

592 Bedford Highway
Halifax

HALIFAX

Zone

-  Subject Property
-  Area of Notification

- P Park and Industrial
- WA Water Access
- R-3 Low-Rise Apartment
- C-2B Highway Commercial



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 Amending Development Agreement**

THIS FIRST AMENDING AGREEMENT made this day of **[Insert Month]**, 20__,

BETWEEN:

[Insert Individual's name]

an individual, in the Halifax Regional Municipality
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 592 Bedford Highway, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on February 11, 2019 North West Community Council approved an application to enter into a Development Agreement to allow for a 35 unit residential building on the Lands (case 19110) which said Development Agreement was registered at the Land Registration Office in Halifax on May 23, 2019 as Document Number 114497341 (hereinafter called the "Original Agreement");

AND WHEREAS the Developer has requested substantive amendments to the Original Agreement to allow for an increase of 4 residential units on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 1.8 of the Bedford Highway Secondary Plan of the Halifax Municipal Planning Strategy and Section 74 of the Halifax Mainland Land Use By-Law;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP 2024-00499;

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

-
1. Except where specifically varied by this First Amending Agreement, all other conditions and provisions of the Original Agreement as amended shall remain in effect.
 2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement and the Original Agreement.

3. Section 3.3.1 (b) of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:

3.3.1 b) A multiple unit residential building containing a maximum of ~~thirty five (35)~~ **thirty-nine (39)** residential dwelling units, subject to the terms and conditions of this Agreement.

4. Section 3.5.11 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

3.5.11 A balcony shall be provided for ~~each unit in~~ **thirty-eight (38) units of** the building. Balcony guardrails shall be constructed of glass, with or without metal framing.

5. Section 3.11.1 of the Original Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold, as follows:

3.11 Amenity Space

- 3.11.1 In addition to private residential balconies **for thirty-eight (38) units**, amenity space on the Lands shall be provided as shown on the Schedules and as follows:

- (a) At least 185 square metres (2,000 square feet) of landscaped open space between the building and the Bedford Highway; **and**
- (b) An ~~interior community room of at least 47 square metres (500 square feet);~~ **indoor amenity space of at least 40.4 square meters (435 square feet) on the ground floor.** ~~And~~
- (c) ~~An outdoor terrace of at least 10 square metres (108 square feet)~~

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: _____

Position/Title: _____

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, personally came and appeared _____, the 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, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Andy Fillmore, 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

FORM 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

Registration district: Halifax
Submitter's user number: 8241
Submitter's name: Jane M. Gourley-Davis

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Kim MacKay, Registrar

In the matter of Parcel Identification Number (PID)

Table with 2 columns: PID, Value. Row 1: PID, 0028954 6. Row 2: PID, .

114497341
MAY 23 2019
LRM ROD

(Expand box for additional PIDs, maximum 9 PIDs per form)

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- Form 24(s)
Form 8A(s)

Additional information (check appropriate boxes, if applicable):

- This Form 24 creates or is part of a subdivision or consolidation.
This Form 24 is a municipal or provincial street or road transfer.
This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.

- This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "Flip-side" parcel is already identified in the LR parcel register and no further forms are required.

Power of attorney (Note: completion of this section is mandatory)

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
- recorded in the attorney roll
 - recorded in the parcel register
 - incorporated in the document

--OR--

- No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The following burdens are to be added and/or removed in the parcel register(s):
(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

| | |
|---|--|
| Instrument type | Agreement Re: Use of land |
| Interest holder and type to be removed (if applicable) | n/a |
| Interest holder and type to be added (if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable) | Halifax Regional Municipality, Party to Agreement (Burden) |
| Mailing address of interest holder to be added (if applicable) | P.O. Box 1749 Halifax, NS B3J 3A5 |
| Reference to related instrument in names-based roll/parcel register (if applicable) | n/a |

| | |
|--|-----|
| Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i> | n/a |
|--|-----|

CERTIFICATE OF LEGAL EFFECT:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Truro, in the County of Colchester, Province of Nova Scotia, on April 16th, 2009.



JANE M. GOURLEY-DAVIS
 PATTERSON LAW
 10 Church St, Truro NS B2N 3Z6
 902.897.2000
 jgourley-davis@pattersonlaw.ca
 Fax: 902.893.3071

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

THIS AGREEMENT made this 9 day of May, 2019.

BETWEEN:

3247003 NOVA SCOTIA LIMITED

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 592 Bedford Highway, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a multiple unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 1.8 of the of the Bedford Highway Secondary Plan of the Halifax Municipal Planning Strategy and Section 74 of the Halifax Mainland Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved these requests at a meeting held on February 11, 2019, referenced as Municipal Case Number 19110;

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

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 Land Use By-law for Halifax Mainland and the Regional Subdivision By-law, as amended from time to time.

1.2.2 Variances to the requirements the Halifax Mainland Land Use By-law shall be permitted in accordance with the *Halifax Regional Municipality Charter* on the Lands.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 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 for Halifax Mainland to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government. The Developer agrees 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 other qualified 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 for Halifax Mainland 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 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 shall be as defined in the applicable Land Use By-law for Halifax Mainland and the Regional Subdivision By-law. If not defined in these documents their customary meaning shall apply.

PART 3: USE OF LANDS 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 to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19110:

| | |
|------------|--------------------------------|
| Schedule A | Legal Description of the Lands |
| Schedule B | Site Plan |
| Schedule C | Site Plan-Yards |
| Schedule D | North Elevation |
| Schedule E | South Elevation |
| Schedule F | East and West Elevations |

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of any municipal Permits, the Developer shall complete the Multi-unit/Industrial/Commercial/Institutional/Commercial (MICI) permit application review process.
- 3.2.2 Prior to commencement of any site work on the Lands, the Developer shall provide to the Development Officer:
- a) Site Disturbance Plan in accordance with Section 5.2.1 (a) of this Agreement;
 - b) Erosion and Sedimentation Control Plan in accordance with Section 5.2.1 (b) of this Agreement; and
 - c) Site Grading Plan in accordance with Section 5.2.1 (c) of this Agreement.
- 3.2.3 Prior to issuance of a Development Permit, the Developer shall provide the Development Officer:
- a) Lighting plan in accordance with Section 3.10 of this Agreement;
 - b) Landscape Plan in accordance with Section 3.12 of this Agreement;
 - c) Detailed design for the sidewalk adjacent to the Bedford Highway in accordance with Section 3.9 of this Agreement;
 - d) Detailed design for solid waste facilities in accordance with Section 4.3 of this Agreement; and
 - e) Detailed design for the Bedford Highway improvements required by Section 4.4 of this Agreement.
- 3.2.4 Prior to issuance of any Occupancy Permit, the Developer shall submit to the Development Officer:
- a) a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement;
 - b) a letter prepared by a qualified person that the installation of lighting meets the requirements of the lighting plan according to section 3.10 of this agreement; and
 - c) a letter prepared by a Professional Engineer that the installation of highway improvements meets the requirements of sections 3.9 and 4.4 of this agreement.
- 3.2.5 Notwithstanding Section 3.2.4, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of an 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 or another qualified person. 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.
- 3.2.6 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 for Halifax Mainland (except to the extent that the provisions of the Land Use By-law for Halifax Mainland 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 uses of the Lands permitted by this Agreement are the following:

- a) Those uses permitted in the underlying zone by the Land Use By-law for Halifax Mainland, as amended from time to time; or
 - b) A multiple unit residential building containing a maximum of thirty-five (35) residential dwelling units, subject to the terms and conditions of this Agreement.
- 3.3.2 The Development Officer may permit unenclosed structures attached to the building, such as verandas, decks, porches, steps and mobility disabled ramps, to be located within the front, side and rear yards required by section 3.4 of this Agreement, in conformance with the provisions of the Land Use By-law for Halifax Mainland, as amended from time to time.
- 3.4 Building Siting**
- 3.4.1 The building's siting, bulk and scale shall be located as shown on Schedules B and C, and shall comply with the following:
- a) Lot coverage shall not exceed 50%;
 - b) The building shall be setback at least 6.1 metres (20 feet) from the front property line; and
 - c) Above grade, the building shall be at least:
 - (i) 3.4 metres (11 feet 1 inch) from the north property line; and
 - (ii) 0.9 metres (3 feet) from the south property line.
- 3.4.2 Any excavation, construction or landscaping shall be carried out in a safe manner with regard to both personal safety and the protection and preservation of adjacent properties.
- 3.5 Architectural Requirements**
- 3.5.1 The Lands shall be developed as illustrated on the Schedules.-
- 3.5.2 The main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices, such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face the Bedford Highway. Service entrances shall be integrated into the design of the building and shall not be a predominant feature.
- 3.5.3 Notwithstanding section 3.5.1, the Development Officer may permit:
- a) Changes to the building shape, size and placement, provided:
 - (i) The footprint of the building does not increase beyond two percent; and
 - (ii) Setbacks from the north and south property lines as shown on Schedules B and C and as described in section 3.4.1 of this Agreement are not decreased.
 - b) Changes in the design and placement of architectural elements shown on the Schedules, provided a similar exterior texture and design are maintained.
- 3.5.4 Exterior building materials shall not include vinyl siding.
- 3.5.5 The east elevation of the building shall not exceed 15.2 metres (50 feet) in height, not including:
- a) Underground parking facilities with the following floor elevations:
 - (i) P1 (Bedford Highway Level): 9.86 - 10.01 metres (30.7 -34.1 feet) above the Ordinary High Water Mark; and
 - (ii) P2 (Second Level): 12.90 - 13.0 metres (40.7 - 44.1 feet) above the Ordinary High Water Mark.
 - b) Rooftop elevator and mechanical structures not exceeding 4.57 metres (15 feet) in height. Rooftop mechanical structures shall not occupy more than 30% of the area of the roof of the building and shall be set back at least 3 metres (9.8 feet) from the edge of the roof.
- 3.5.6 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

- 3.5.7 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from the Bedford Highway or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.8 All vents, down spouts, flashing, electrical conduits, metres, service connections and other functional elements of the building shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.9 Large blank walls or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.5.10 Exposed building foundations:
- (i) Facing the Bedford Highway, any exposed foundation in excess of 0.3 metres (1 foot) in height shall be architecturally detailed or veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
 - (ii) Any other facade with an exposed foundation in excess of 1 metre (3.28 feet) in height shall be architecturally detailed or veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer. For the purposes of this section stamped concrete shall not be permitted as an equivalent architectural treatment.
- 3.5.11 A balcony shall be provided for each unit in the building. Balcony guardrails shall be constructed of glass, with or without metal framing.

3.6 Dwelling Unit Mix

- 3.6.1 At least 50 percent of the dwelling units in the building shall have two or more bedrooms.

3.7 Vehicle Parking, Circulation and Access

- 3.7.1 The following vehicle parking facilities are required:

- (a) At least one vehicle parking space per dwelling unit; and
- (b) Three visitor parking spaces. All visitor parking spaces shall be clearly identified.

- 3.7.2 A combination of underground and surface parking facilities are permitted.

- 3.7.3 Surface parking facilities shall maintain setbacks from the property lines as shown on Schedule B.

- 3.7.4 Surface parking facilities shall have a permanent hard surface, and the limits of the surface parking facilities shall be defined by fencing, landscaping or curb.

- 3.7.5 Vehicle parking stalls shall be at least 5.5 metres (18 feet) by 2.7 metres (9 feet) in size.

3.8 Bicycle Parking

- 3.8.1 Bicycle parking shall be provided in accordance with the requirements of the Land Use By-law for Halifax Mainland, as amended from time to time.

3.9 Pedestrian Circulation

- 3.9.1 A pedestrian walkway network shall be provided as shown on Schedule B, and shall include:

- a) A sidewalk within the Bedford Highway right-of-way. The sidewalk shall extend along the Bedford Highway from the northern boundary of the Lands to Charlotte Lane. The sidewalk and

associated works shall meet the design and construction standards of the Municipality as required by the Development Engineer; and

- b) Walkways to the sidewalk adjacent to the Bedford Highway from all entrances to the building.

3.9.2 All walkways on the Lands shall:

- a) Be constructed with a permanent hard surface;
- b) Be a minimum of 1.5 metres (4.9 feet) wide; and
- c) Have a grade of no more than 5%.

3.9.3 If a grade of no more than 5% is not possible, the Developer may request that the Development Engineer for the Municipality approve a steeper grade.

3.9.4 Additional walkways not shown on Schedule B are permitted and shall conform to the requirements of Subsection 3.9.2 of this Agreement.

3.9.5 All costs for the construction of the sidewalk and associated works shall be the responsibility of the Developer.

3.10 Outdoor Lighting

3.10.1 Lighting on the Lands shall be sufficient to promote the safety and security of all users.

3.10.2 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways, and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.10.3 Freestanding security lighting shall not exceed 5.5 metres (18 feet) in height.

3.10.4 All exterior lighting shall be directed downward, with luminaries shielded to prevent unnecessary glare.

3.10.5 The Developer shall engage a qualified person to prepare an exterior Lighting Plan for the Lands. The Lighting Plan shall include:

- a) The locations and types of all illuminating and accessory devices on the Lands;
- b) Demonstration that the outdoor lighting has been designed in accordance with Crime Prevention Through Environmental Design (CPTED) principles ensuring adequate lighting for all areas of the site;
- c) Certification from a qualified person that the Lighting Plan meets the requirements of this Agreement; and
- d) Any additional information required by the Development Officer.

3.11 Amenity Space

3.11.1 In addition to private residential balconies, amenity space on the Lands shall be provided as shown on the Schedules and as follows:

- a) At least 185 square metres (2,000 square feet) of landscaped open space between the building and the Bedford Highway;
- b) An interior community room of at least 47 square metres (500 square feet); and
- c) An outdoor terrace of at least 10 square metres (108 square feet).

3.12 Landscaping

3.12.1 The Developer shall engage a Landscape Architect who is a full member in good standing of the Canadian Society of Landscape Architects to prepare a Landscape Plan that complies with all requirements of this Agreement.

3.12.2 The Landscape Plan shall include:

- a) Trees or shrubs and planters in proximity to the main entrance;
- b) Street trees between the Bedford Highway sidewalk and the building. All street trees shall meet the requirements of the Municipality as determined by the Development Officer;
- c) Sodding of all disturbed areas;
- d) Screening as required by Sections 3.15 and 3.5 of this Agreement;
- e) Improvements to the exterior existing landscaped area shown on Schedule B, including but not limited to:
 - (i) Ground level patios, raised decks and permanent patio furnishings;
 - (ii) Fencing or screening; and
 - (iii) Additional landscaped areas as shown on Schedule B; and
- f) Any information required by the Development Officer.

3.12.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.13 Maintenance

3.13.1 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 building, fencing, walkways, recreational amenities, 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.

3.13.2 All disturbed areas shall be reinstated to original condition or better, as determined by the Development Officer.

3.14 Temporary Construction Building

3.14.1 A construction building is 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.

3.15 Screening

3.15.1 Propane tanks, heat pumps and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from neighbouring properties and the Bedford Highway, as determined by the Development Officer.

These facilities shall be secured in accordance with the requirements of the applicable approval agencies and screened by means of opaque fencing or masonry walls, with view-obstructing landscaping.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 The 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 prior written approval from the Development Engineer.

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 Development Engineer.

4.3 Solid Waste Facilities

- 4.3.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) 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.
- 4.3.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.3.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

4.4 Bedford Highway Improvements

- 4.4.1 The Developer shall undertake improvements to the Bedford Highway, including:
- a) Sidewalk as required by Section 3.9 of this Agreement;
 - b) Curb and gutter along Bedford Highway from the northern boundary of the Lands to Charlotte Lane;
 - c) Street trees as required by the Development Officer; and
 - d) Any other improvements required by the Development Officer.
- 4.4.2 Improvements to the Bedford Highway required by this Agreement shall be completed prior to the issuance of any Occupancy Permit.
- 4.4.3 Detailed design for improvements to the Bedford Highway shall be submitted to the Municipality with the application for a Development Permit.
- 4.4.4 The design and construction of the Bedford Highway improvements shall meet the requirements of the Municipality and all other relevant agencies or utilities.
- 4.4.5 The Developer shall be responsible for all costs related to improvements to the Bedford Highway required by this Agreement, and any associated works.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 5.1.1 The developer shall ensure that all private storm water facilities on the Lands are maintained in sufficient order to maintain full storage capacity.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plans

- 5.2.1 Prior to the commencement of any site work on the Lands or construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed and undisturbed;
 - b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and

Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, a detailed description of all proposed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and

c) Submit to the Development Officer a detailed Site Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Site Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.3 Stormwater Management System

5.3.1 The Developer agrees to construct, at its own expense, the stormwater management system designed pursuant to section 5.2 of this Agreement. The Developer shall provide to the Development Officer certification from a Professional Engineer that the system, and any phase thereof as required by the Development Officer, has been constructed in accordance with the approved design.

5.4 Archaeological Monitoring and Protection

5.4.1 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 shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.5 Sulphide Bearing Materials

5.5.1 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 any sulphide bearing materials found on the Lands.

5.6 Failure to Conform to Plans

5.6.1 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure environmental protection.

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 by resolution of Council:

- a) Changes to the placement and architectural design of the building as outlined in Section 3.4 and 3.5 of this Agreement that are beyond the authority of the Development Officer under Section 3.5 of this Agreement;
- b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- c) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

6.2 Substantive Amendments

6.2.1 Amendments to any matters not identified under Section 6.1 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 Nova Scotia Land Registration Office, and the Developer shall incur all costs for 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 Council.
- 7.2.2 Upon the transfer of title to any lots, the subsequent owners thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lots.

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement, the 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 for Halifax Mainland, as amended from time to time.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit.
- 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 or complete phases of the development, Council 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 developments which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Mainland, as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development, or phases of this development, within five (5) years of the date of registration of this Agreement, Council 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 are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Land Use By-law for Halifax Mainland, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

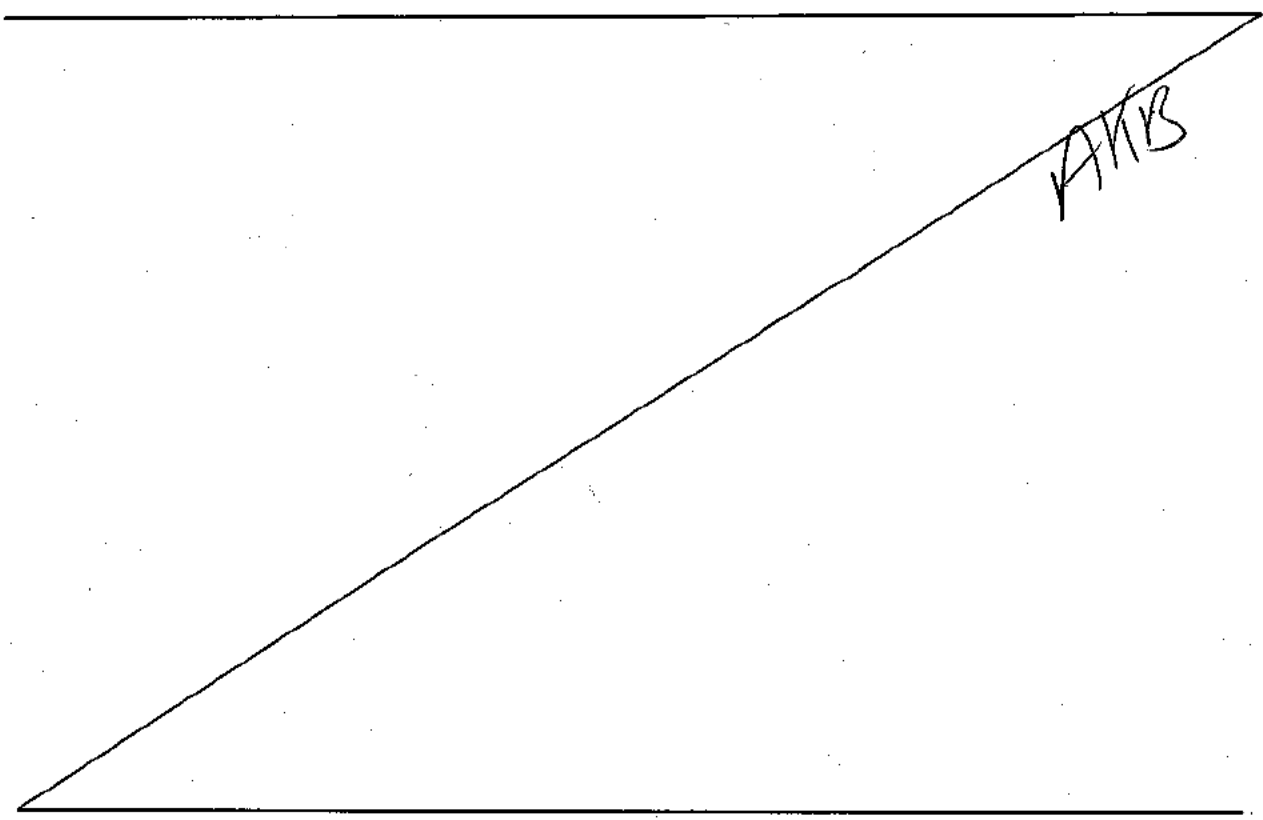
8.1 Enforcement

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 fourteen (14) 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 for Halifax Mainland; 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:

3247003 NOVA SCOTIA LIMITED



Witness



Per: _____

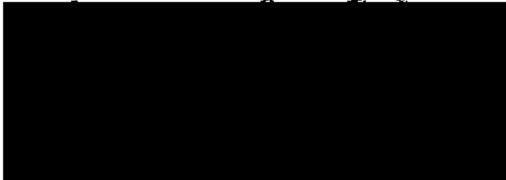
Print Name

Print Position

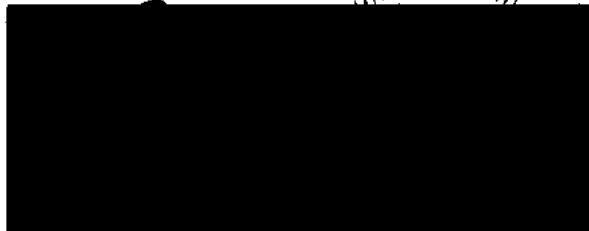
=====

SEALED, 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



Municipal Clerk

Kevin Arjoon

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 16th day of April, A.D., 2019, before me, the subscriber personally came and appeared Eugene Pizzonka a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that 3247003 NOVA SCOTIA LIMITED, one of the parties thereto, signed, sealed and delivered the same in his/her presence.



A Commissioner of the Supreme Court
of Nova Scotia

JANE GOURLEY - DAVIS
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 9 day of May, A.D., 2019, before me, the subscriber personally came and appeared Devin Carter and Leslie Neate the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.



Schedule A

All that certain lot, piece and parcel of land at Princes Lodge in the County of Halifax, situate on the western side of the Main Road to Halifax, and more particularly described as follows:

Beginning 150 feet southerly from a point on the western side of said Main Road where the southern sideline of Russell T. Wards lot intersects;

Thence North 84 degrees west (the original course of the division line of the C.W. Hayward Subdivision of said lands) 300 feet to a stake;

Thence South 10 degrees East by a ne line laid down by R.J. Bouteillier 40 feet to a stake;

Thence Easterly to a stake on the Western side of said road 130 feet from the place of beginning;

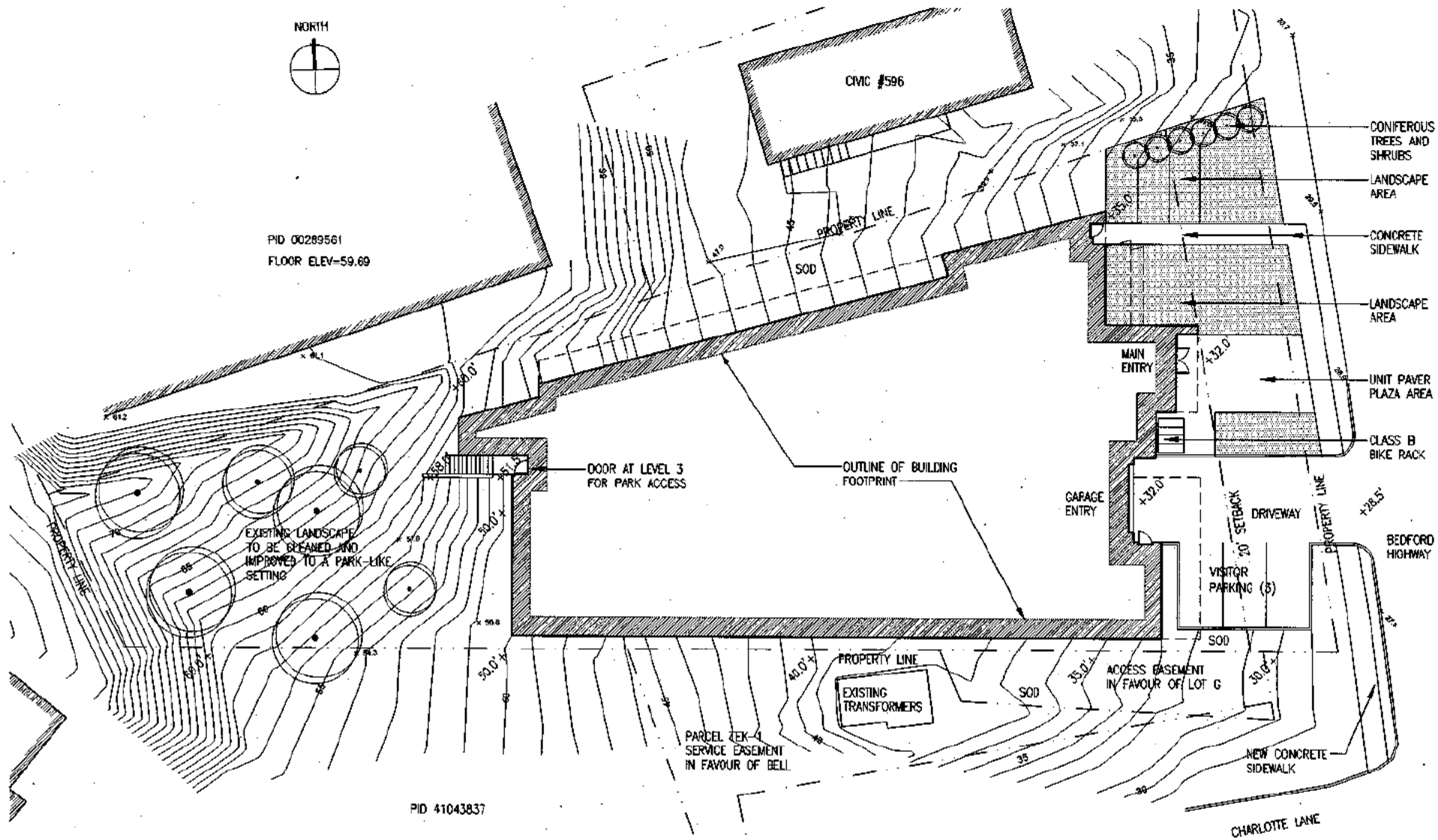
Thence Northerly by the several courses of the said Main Road, 130 feet or to the place of beginning.

Together with the benefit of a right of way more particularly described in the Grant of Easement dated the 24th day of September, 2014 and recorded at the Halifax County Land Registration Office as document number 106067813.

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because it predates the requirement for subdivision approval.



PID 00289561
FLOOR ELEV=59.69



PID 41043837

LYDON LYNCH

401 - 1666 BARRINGTON STREET
HALIFAX, NOVA SCOTIA B3J2A2
902-422-1446 LYDONLYNCH.CA

PROJECT NAME:
**592 BEDFORD HIGHWAY, BEDFORD NS
MULTI RESIDENTIAL DEVELOPMENT**

DRAWING TITLE:
SITE PLAN

DATE: 2017.10.03 DRAWING #:
SCALE: 3/8" = 1'-0"
PROJ.#: 16042

A-001

Attachment C - Site Plan-Yards

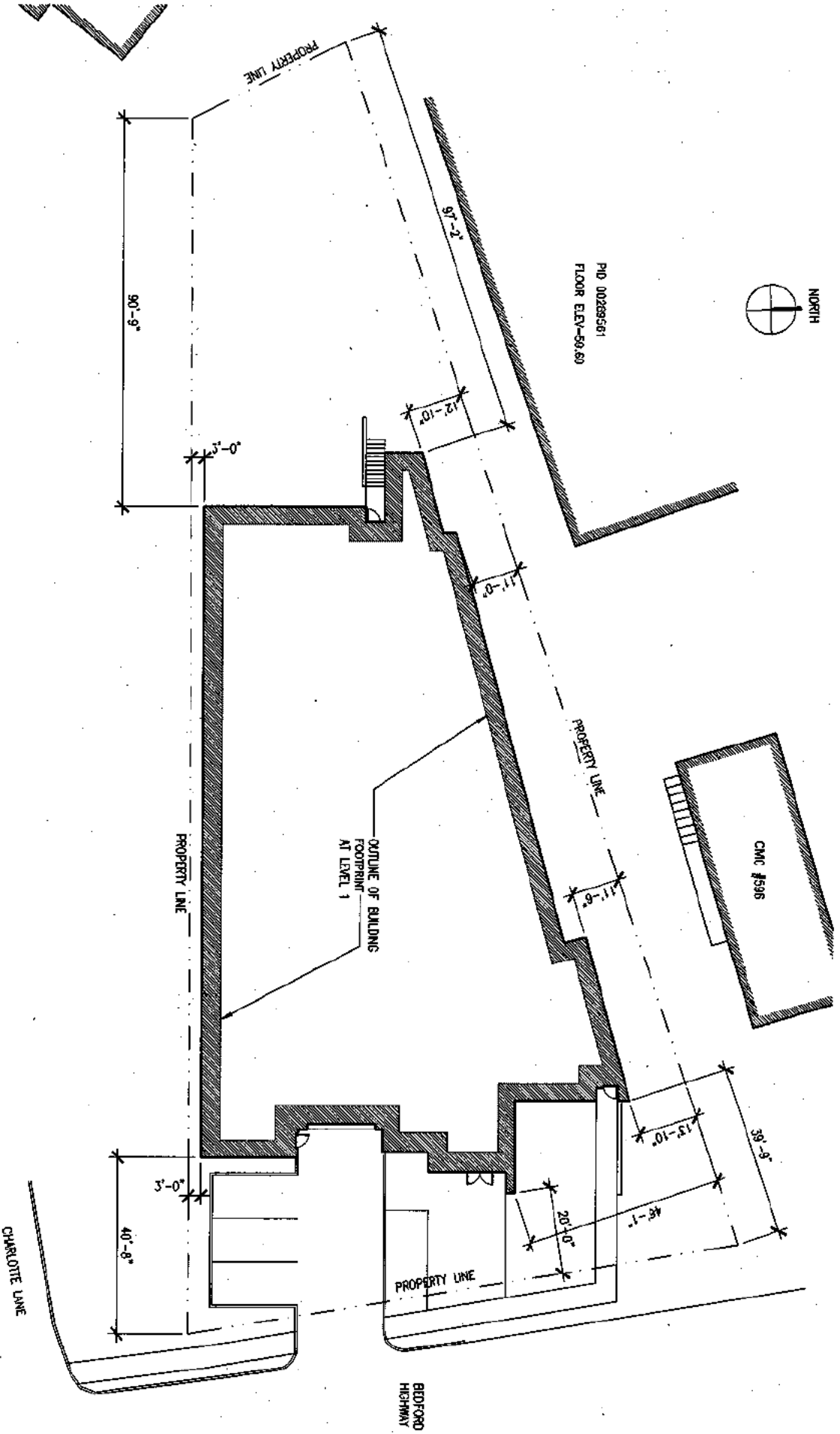
LYDON LYNCH

401 - 1888 BARRINGTON STREET
 MULTIFAX, NCMA SCOTIA, BSJ242
 902-422-1448 LYDONLYNCH.CA

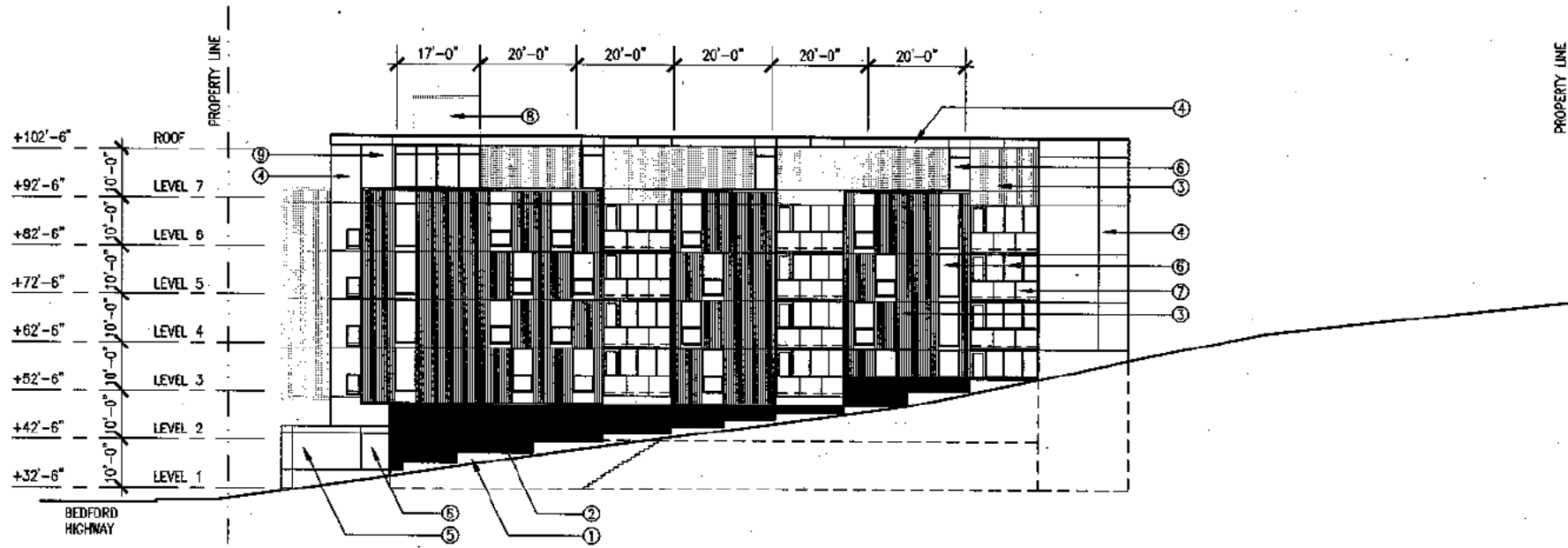
PROJECT NAME
 592 BEDFORD HIGHWAY, BEDFORD NS
 MULTI RESIDENTIAL DEVELOPMENT

DRAWING TITLE:
 SCHEDULE C
 SITE PLAN - YARDS

DATE: 2016 04 24 DRAWING #:
 SCALE: 3/64" = 1'-0"
 PROJ.#: 16042 **A-002**



Attachment D - North Elevation



MATERIAL LEGEND

- ① EXPOSED CONCRETE FOUNDATION
- ② BRICK
- ③ PREFINISHED METAL WALL CLADDING WITH RIBBED PROFILE
- ④ PREFINISHED CEMENT PANELS - COLOUR 1
- ⑤ PREFINISHED CEMENT PANELS - COLOUR 2
- ⑥ PREFINISHED ALUMINUM FRAMED WINDOW SYSTEM
- ⑦ GLASS GUARDRAIL (TYPICAL)
- ⑧ ELEVATOR EXTENSION BEYOND
- ⑨ WOOD GRAIN COMPOSITE PANELS

LYDON LYNCH

401 - 1668 BARRINGTON STREET
 HALIFAX, NOVA SCOTIA B3J 2A2
 902-422-1446 LYDONLYNCH.CA

PROJECT NAME:
 592 BEDFORD HIGHWAY, BEDFORD NS
 MULTI RESIDENTIAL DEVELOPMENT

DRAWING TITLE:
 NORTH ELEVATION

DATE: 2018.04.24 DRAWING#:
 SCALE: 3/64" = 1'-0"
 PROJ.#:16042

A-201

Attachment E- South Elevation

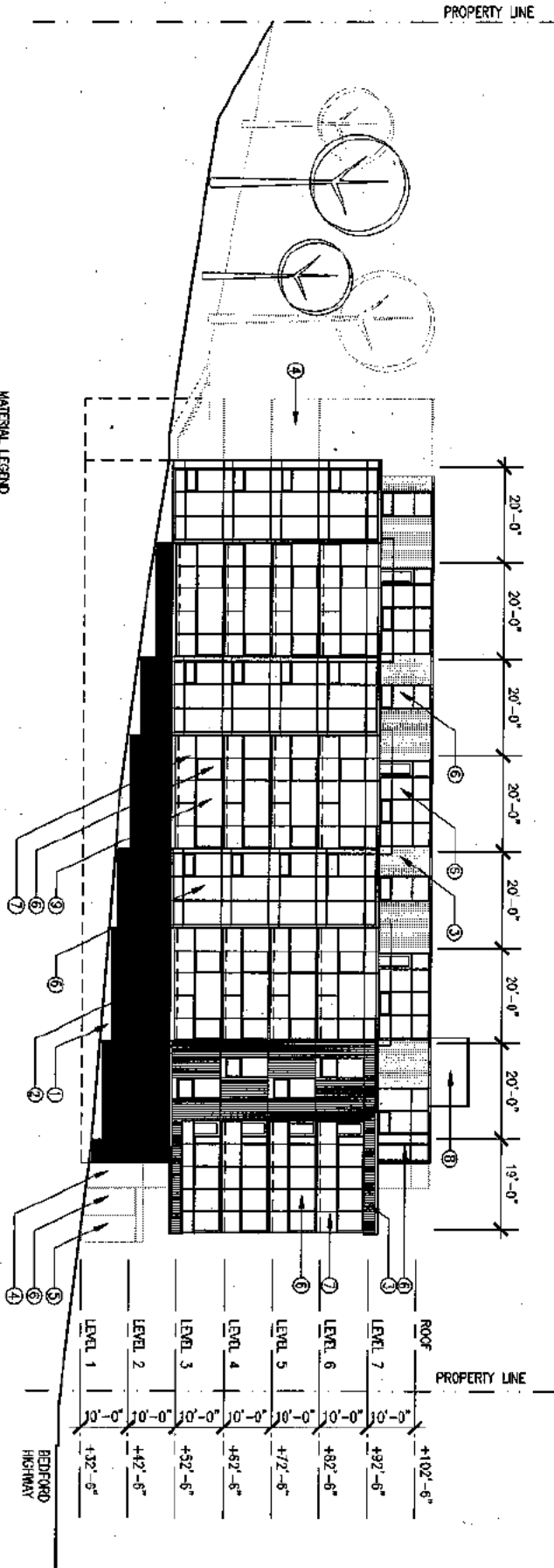
LYDON LYNCH

401 - 888 BARRINGTON STREET
 HALIFAX, NOVA SCOTIA, B3J 2J2
 902-422-4468 LYDONLYNCH.CA

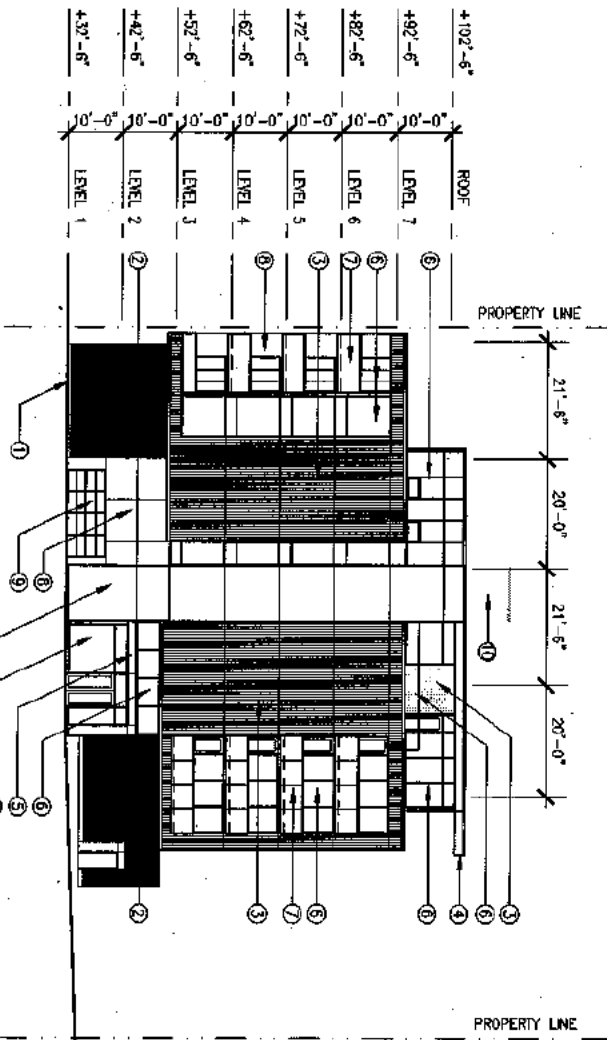
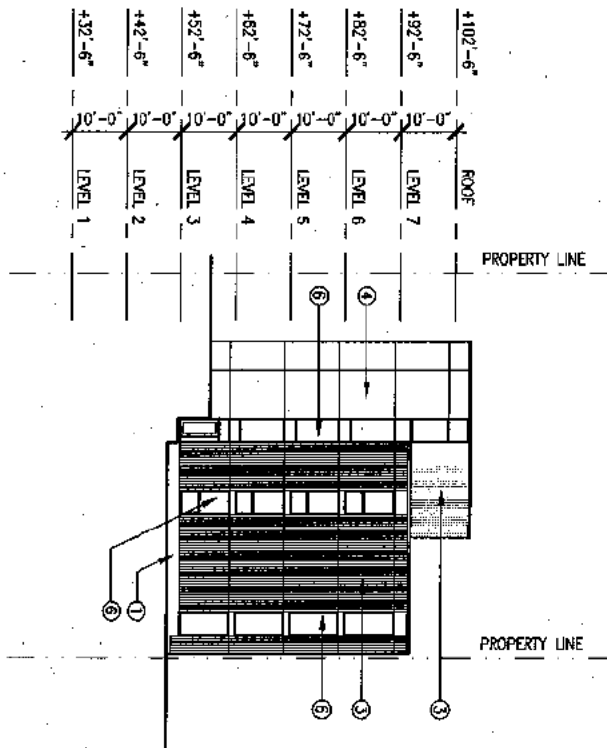
PROJECT NAME: 592 BEDFORD HIGHWAY, BEDFORD NS
 MULTI RESIDENTIAL DEVELOPMENT
 DRAWING TITLE: SOUTH ELEVATION

DATE: 2018-04-24 DRAWING #: A-200
 SCALE: 3/64" = 1'-0"
 PROJ. #: 18082

- MATERIAL LEGEND**
- ① EXPOSED CONCRETE FOUNDATION
 - ② BRICK
 - ③ PREFINISHED METAL WALL CLADDING WITH RIBBED PROFILE
 - ④ PREFINISHED CEMENT PANELS - COLOUR 1
 - ⑤ PREFINISHED CEMENT PANELS - COLOUR 2
 - ⑥ PREFINISHED ALUMINUM FRAMED WINDOW SYSTEM
 - ⑦ GLASS GUARDRAIL (TYPICAL)
 - ⑧ ELEVATOR EXTENSION BEYOND
 - ⑨ WOOD GRAIN COMPOSITE PANELS



Attachment F - East and West Elevations



- MATERIAL LEGEND**
- ① EXPOSED CONCRETE FOUNDATION
 - ② BRICK
 - ③ PREFINISHED METAL WALL CLADDING WITH RIBBED PROFILE
 - ④ PREFINISHED CEMENT PANELS - COLOUR 1
 - ⑤ PREFINISHED CEMENT PANELS - COLOUR 2
 - ⑥ PREFINISHED ALUMINUM FRAMED WINDOW SYSTEM
 - ⑦ GLASS GUARDRAIL (TYPICAL)
 - ⑧ WOOD GRAIN COMPOSITE PANELS
 - ⑨ OVERHEAD GARAGE DOOR WITH FROSTED GLASS
 - ⑩ ELEVATOR EXTENSION BEYOND

LYDON LYNCH
 401 - 1888 BARRINGTON STREET
 HALIFAX, NOVA SCOTIA S3J 2K2
 902-422-1446 LYDON.LYNCH.CA

PROJECT NAME: 592 BEDFORD HIGHWAY, BEDFORD NS
 MULTI RESIDENTIAL DEVELOPMENT
 DRAWING TITLE: WEST ELEVATION
 EAST ELEVATION

DATE: 2018.04.21 DRAWING #: A-202
 SCALE: 3/64" = 1'-0"
 PROJ.#: 1612

Attachment C: Review of Relevant MPS Policies

| Halifax Municipal Planning Strategy Section II: City Wide Objectives and Policies | |
|--|--|
| Policy Criteria | Staff Comment |
| <p>Policy 8.6 <i>The City should make every effort to ensure that developments do not create adverse wind and shadow effects. The means by which this policy shall be implemented shall be considered as part of the study called for in Part III.</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i> See 1.8.2(k) below for shadow effects. A wind study was completed for a previous design of the proposed building. During the redesign process, features such as canopies on main entrances were added and the previous 8 storey streetwall was redesigned to include a building stepback at the fourth floor. All design improvements will minimize wind impacts and maintain a comfortable pedestrian environment for public spaces.</p> |
| <p>Policy 8.8 <i>The City should protect vistas and views of significant interest.</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i> No views or vistas of significant interest impact are significantly affected by the proposal.</p> |
| <p>Policy 9.6.6 <i>The City should not enter a contract for any development that would adversely affect the principal street network, unless such development would be clearly desirable because of its positive effects as determined by its conformity with, or furtherance of, the principles established by the policies of this Plan.</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i> Bedford Highway is part of the Principal Street network. A detailed review of the transportation impact was completed and no significant impacts were identified.</p> |
| <p>Policy 9.6.7 <i>The City shall control the number, location, and spacing of access points, and the intensity of frontage development along principal streets by appropriate means to be developed as part of the Transportation Strategy Statement called for in Part III, Section I of this document and shall maintain good sign control to ensure that the functions of the street system are protected where these are not already controlled by the Provincial Department of Highways.</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i> Bedford Highway is part of the Principal Street network. The proposed access points (two on Bedford Highway) meet appropriate Municipal engineering requirements.</p> |
| <p>Policy 10.2 <i>In order to ensure that critical sewer and water problems will not be created within or beyond development areas, the amount of development shall be related to capacity of existing (including potential rehabilitation) and planned sewer, water and pollution control systems, by drainage area, and shall not exceed the capacities of those systems as determined by the standard practices of the City. This shall be accomplished by Implementation Policy 5.</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i> The proposed development is within capacities identified by current engineering studies and Halifax Water.</p> |

Section VII: Bedford Highway Secondary Planning Strategy

| Policy Criteria | Staff Comment |
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| <p>Policy 1.8.1 <i>In considering land use by-law amendments to allow inclusion of a specific property within Schedule "R", the lands must be within the Bedford Highway Secondary Plan area, designated Highway Commercial, zoned C-2B (Highway Commercial Zone) and be immediately adjacent to lands currently identified in the land use by-law as Schedule "R". (RC-Jan 11/11;E-Mar 12/11)</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>The subject property is currently located in Schedule "R" and is within the Bedford Highway Secondary Plan, is designated Highway Commercial and is zoned C2-B (Highway Commercial Zone). No amendments are proposed.</p> |
| <p>Policy 1.8.2 <i>In considering development agreements pursuant to Policy 1.8, Council shall consider the following:</i></p> | |
| <p><i>(a) the relationship of new development to adjacent properties and uses; and, the mitigation of impacts on the amenity, convenience and development potential of adjacent properties through effective urban design and landscape treatment;</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p><u>Western setbacks</u> - Setbacks are approximately 15 feet from western line and 35 feet from the closest multiple unit dwelling (Oceanview Lane). Staff are of the opinion that 35 feet is adequate because the proposed and existing buildings are not parallel and the reduction in the setback is to a corner of the existing building and not to the entire wall face.</p> <p><u>Northern Setbacks</u> - the main building is approximately 10 to 13.5 feet from the property line for much of the building. The existing zone requires a zero setback for commercial uses and 20 feet from new residential development. Given the residential use proposed is a taller (8 storeys) building, a greater setback would be expected.</p> <p>On the front portion of the building, closest to the Bedford Highway, there is a zero sideyard setback which does not cause an issue because of the proposed height (4 storeys). <u>Southern Setbacks</u>- although setbacks are minimal, there is little risk that buildings will be established adjacent this area.</p> <p><u>Eastern Setbacks</u>- setbacks from the Bedford Highway property line are approximately 40 feet or greater, which are adequate.</p> <p>The proximity of the proposed building predominantly influences adjacent lands of Manorhouse Furniture and 3285414 NS Limited (to the north). Manorhouse is not significantly affected because of better relationships in grades and the size of the Manorhouse property enables future design options which may lessen any impacts. 3285414 NS Limited is affected to a greater extent by the proximity of the proposal. Winter shadowing of the 3285414 NS Limited property could be expected. Winter shadowing may affect heating costs and cause maintenance issues. Other than noted, the proposed building would not appear to significantly affect future developability of the adjacent site.</p> <p>Extensive landscaping is proposed throughout the development</p> |

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| | <p>with attention paid to the transitions from the public right-of-way to the development. Further most of the remainder of the property including rooftops are to be landscaped. The amount of landscaping provides a uniform and quality landscape aesthetic.</p> |
| <p><i>(b) direct access to and sufficient frontage on Bedford Highway;</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>The property has direct access to Bedford Highway and has approximately 39.6m (130 feet) of frontage on this street. This frontage is more than sufficient for this development.</p> |
| <p><i>(c) the architectural design of the building(s) including high quality building materials, articulation of and variation to the building(s) facades; and fine-grained architectural detailing;</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>The primary cladding materials used include: coloured fibre cement siding, aluminum and glass panels, aluminum windows and doors, and aluminum and glass railings.</p> <p>Building articulation and variation refers to three dimensional modelling of a building and its surfaces, giving emphasis to architectural elements that create a complementary pattern or rhythm, dividing large buildings into smaller identifiable pieces. Three sides of the proposed building are appropriately articulated and varied but the north facade of the building, above the fourth level, lacks the level of articulation found on other sides.</p> <p>Fine grained architectural detailing refers to a technique of using smaller architectural components to break up or minimize larger ones of which they are composed. Granularity is the extent to which a component is composed of distinguishable pieces or <i>grains</i>. It can either refer to the extent to which a larger entity is subdivided, or the extent to which groups of smaller indistinguishable entities have joined together to become larger distinguishable entities.</p> <p>Fine grained detailing is not a technique commonly used for modernist architecture such as the proposed building; in fact modernist designs in many instances purposely exclude architectural detailing. However, the building includes frequent changes or variations in colour and tone through the proposed fibre panels and fine grained siding highlights on portions of the building facing the Bedford Highway. As a result the proposed building design can be considered to be fine grained, for a modernist building.</p> <p>While the proposed building has some potential shortcomings, specifically on the north face, staff are satisfied that when looked at in its entirety that the architectural details include high quality building materials, articulation and variation; and fine-grained architectural detailing.</p> |

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| <p><i>(d) the scale of the building(s) having regard for the retention of views of the Bedford Basin from public spaces including streets, and active transportation corridors;</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>Although the building height in total is 8 storeys, the building is located in a location where views of Bedford Basin from public places are not anticipated to be significantly affected. Views from public trails within the Bedros Lane development are primarily screened by existing vegetation and buildings. Public views of Bedford Basin from public streets are not expected to be significantly affected. Views in the vicinity of École Beaubassin, as well from Bedford Highway are shown in the attachments.</p> |
| <p><i>(e) safe vehicular and pedestrian access to the site and building(s);</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>Two vehicular access points on the Bedford Highway are proposed. These access points are located at opposite ends of the Bedford Highway frontage. The northern most access is a two way access point and the southernmost is a one-way exit from the site. The design of all access points have been approved by the development engineering. A review has determined that additional upgrades to the Bedford Highway are not required.</p> <p>There are two pedestrian accesses proposed to the site, one at the centre of the site and one at the southern end of the site. These accesses lead to the main entrance and a secondary entrance. In addition, the developer has offered to upgrade the Bedford Highway frontage with a concrete sidewalk which connects to a sidewalk on an adjacent property.</p> <p>There are existing bike lanes on the Bedford Highway which will be maintained.</p> <p>Sidewalks beyond the development do not exist and are beyond the scope of what can be required in a development agreement. Pedestrians currently use the shoulder of the road to walk beyond this and other properties in the area. Council may wish to consider future upgrades to sidewalks in the area to make connections to the closest existing sidewalks at Larry Uteck Boulevard (237m (777 feet).</p> <p>No additional issues with regard to safety was identified during the review of this proposal.</p> |
| <p><i>(f) the adequacy of vehicle and bicycle parking facilities;</i></p> | <p>These are the changes included in the first amending Development Agreement:</p> <p>The Development Agreement requires 1 per unit in addition to 3 guest parking spaces. The applicant has confirmed that there are currently 39 interior parking spaces and 3 guest parking spaces located above ground, in the front yard, adjacent the Bedford Highway.</p> |

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| | <p>Considering the 4 added units, would bring the total number of units to 39 units, there is adequate parking spaces for this development.</p> <p>Bicycle parking is provided in the 22 indoor storage units.</p> |
| <p><i>(g) the location of the majority of the vehicular parking below or to the side or rear of the building(s) with a minimal amount of parking accommodated in the front of the building(s) only where appropriate landscape measures along the street edge are provided;</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>Street trees are required to be planted along the Bedford Highway street frontage which mitigates the visual effects of the minimal front yard parking.</p> |
| <p><i>(h) the provision of both interior and exterior amenity areas and open space of a high quality, of a size and type adequate for the active and passive use of the residents;</i></p> | <p>These are the changes included in the first amending Development Agreement:</p> <p>The proposed change will reduce the indoor amenity space from 47 square metres (500 square feet) to 40.4 square meters (435 square feet). This reduction is minimal and the provided indoor amenity space still meets the overall policy intent of proving amenity area and open space for the residents of the building. Thirty-eight (38) of the thirty-nine (39) units will have a private residential balcony. There is no proposed changes to the required 185 square metres (2,000 square feet) of landscaped open space will be provided between the building and the Bedford Highway.</p> |
| <p><i>(i) the adequacy of the servicing capacity of the site;</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>The application has been reviewed by Halifax Water. There were no concerns regarding the adequacy of the servicing capacity of the site. The applicant is to provide a sewage flow generation analysis at the development permit stage and any issues identified at that stage must be rectified by the developer at the developer's expense.</p> |
| <p><i>(j) the provision of appropriate buffering and landscape treatment;</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>While the amount of buffering on the north side of the building is lower than expected, the impacts are relatively minor and manageable. On average, there is acceptable buffering between the proposed building and the adjacent buildings, while there is room for improvement on the north side of the proposed building. The proposed building includes significant landscaping and where possible vegetation has been provided around the edge of the development to enhance separation distances.</p> |
| <p><i>(k) the potential impact of shadowing on surrounding residential buildings beyond what currently exists;</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>While some shading on land uses is commonly acceptable especially in urban and suburban areas, shading that occurs over extended periods of time can be considered a negative impact.</p> <p>The adjacent property (596 Bedford Highway) is zoned for</p> |

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| | <p>commercial uses, however the zone does enable residential development. The property contains a mixed use building with a commercial ground floor and residential uses on the second floor.</p> <p>The applicant submitted a shadow study for the proposal which indicates that there will be shadow impacts lands to the north in winter (December 21), primarily for 596 Bedford Highway. Shadow impacts in winter months are more acceptable than acceptable than if they occurred in other times of the year when outdoor activities are more common. See report for more details.</p> |
| <p><i>(l) demonstrated incorporation of Crime Prevention Through Environmental Design (CPTED) principles in the site and building design; and</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>The proposed development was reviewed the Community Response Team of the Halifax Regional Police in relation to CPTED principles. A copy of the review was provided to the applicant for consideration of any changes at the permitting stage.</p> <p>Further, the proposed development agreement requires an outdoor lighting plan to be submitted prior to the issuance of a development permit. The developer is to provide verification that the lighting plan complies with the principles of CPTED.</p> |
| <p><i>(m) the provision of active transportation linkages, where needed.</i></p> | <p><i>Staff comments for original Development Agreement remain unchanged:</i></p> <p>No active transportation linkages have been identified through this site and connections are made to the existing system on the Bedford Highway.</p> |