



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

Non-Substantive Amendment to a Development Agreement

TO: Trevor Creaser, Development Officer

DATE: December 21, 2022

SUBJECT: **Case 24438: Non-Substantive Amendment to a Development Agreement for 440-526 Washmill Lake Dr, Halifax**

LEGISLATIVE AUTHORITY

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

Adoption or amendment of development agreement by policy 245

- (3A) *Notwithstanding subsections (1) to (3), a development officer may approve non-substantive amendments to a development agreement without holding a public hearing.*
- (3B) *Subsection (3A) does not apply where amendments to a development agreement are a combination of substantive and non-substantive amendments.*

RECOMMENDATION

It is recommended that the Development Officer approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A of this report.

BACKGROUND

Origin

WM Fares Architects, on behalf of Septra Incorporated is applying to amend a previously approved development agreement applied to 440-526 Washmill Lake Dr, Halifax to allow more time for construction to begin and finish on the lands. The applicant is requesting to add three additional years to both the Commencement of Development and Completion of Development time periods.

Proposal Details

The Original Agreement, which was approved in November of 2018, permits a mixed-use subdivision development consisting of:

- residential uses inclusive of townhouses and multiple-unit buildings (total of 1,216 units), comprised of a maximum of 15 multiple-unit buildings and 60 townhouses to be developed in 9 phases;
- commercial uses throughout the development such as retail, restaurant, drinking establishment, office, personal service and others; and
- street connectivity between Regency Drive and Washmill Lake Drive;

Through review of the application to extend the construction dates in the original development agreement Halifax Water has identified that they wish to have the agreement removed from their property. Approval of this partial discharge request results in the development agreement being removed from Parcel 3B, but remaining in place on Parcels 1, 2, and 3A, as shown on Map 1. This application is pending approval by the CAO in October 2022.

Subject Site	440-526 Washmill Lake Dr, Halifax including (see Map 1): PID 00330845 ("Parcel 1"), PID 40550774 ("Parcel 2"), PID 41477720 ("Parcel 3A")
Location	Clayton Park area of Halifax
Regional Plan Designation	US (Urban Settlement)
Community Plan Designation (Map 2)	Residential (RES) under the Halifax Municipal Planning Strategy
Zoning (Map 3)	Schedule K under the Halifax Mainland Land Use By-law
Current Land Use(s)	Parcel 1 and 3A are vacant. Parcel 2 contains Fairview Hills Golf Range
Surrounding Use(s)	<ul style="list-style-type: none">– Residential uses, most of which are high-density– Municipal parkland including the Mainland Common
Existing Agreement	Case 19532: Stage I Development Agreement for a mixed commercial and residential development including extension of Regency Park Drive to Washmill Lake Drive.

History

The relevant history of this development includes:

- January 23, 2017 Halifax and West Community Council approved a Discharging Agreement for a previous Stage I and Stage II Development Agreement on Parcel 2, as well as a previous Stage I Development Agreement on Parcel 3.
- February 20, 2018 Halifax and West Community Council approved a rezoning of a portion of Parcel 2 from I-2 (Radio Transmitter) to the Schedule K zone.
- November 14, 2018 Halifax and West Community Council approved the current agreement (municipal case 19532).
- April 23, 2019 the current development agreement was registered at the Land Registration Office.
- January 29, 2020 Parcel 3 was subdivided to create Parcel 3A and Parcel 3B.
- Staff await a partial discharge of the current agreement, removing Halifax Regional Water owned Parcel 3B from the development agreement.

Enabling Policy and LUB Context

Pursuant to Clause 7.3.1 of the Original Agreement, if the development has not commenced within four years of the date of registration of the Agreement, the Agreement expires. Based on the date of registration, the current expiration date is April 23, 2023. The Agreement states that granting an extension to the Commencement of Development time period can only be considered if a written request from the Developer is received at least 120 days prior to the expiry of the Commencement of Development time period. As the present request for a three-year extension was received in July of 2022, this clause is satisfied.

A time extension to the dates of Commencement of Development and Completion of Development can be considered as a non-substantive amendment pursuant to Clause 6.2 of the Original Agreement (Non-Substantive Amendments). The MPS policies considered at the time the agreement was negotiated remain in effect and there are no other changes proposed to the agreement.

DISCUSSION

Staff have reviewed the proposal and have found that the previous evaluation of the proposal, as discussed in the [Part 2 Staff report](#) for case 19532, remains accurate and the proposal remains reasonably consistent with the intent of the Halifax MPS. No significant changes to applicable policy or servicing conditions have been identified.

Proposed Non-Substantive Amendment to the Development Agreement

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

- Amending Clause 7.3.1 to add three years to the Commencement of Development time period.
- Amending Clause 7.4.1 to add three years to the Completion of Development time period.

Community Engagement

Community Engagement was not carried out for this application type.

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 MPS. The request to extend the Commencement of Development and Completion of Development time periods is also explicitly provided for in Clause 6.2 (Non-Substantive Amendments) of the Original Agreement.

ATTACHMENTS

Map 1:	Location and Identification
Attachment A:	Proposed First Amending Agreement
Attachment B:	Existing Development Agreement
Attachment C:	Applicant Submission

Report Prepared by: Taylor MacIntosh, Planner II, macintta@halifax.ca, 902-219-0836

Development Officers Decision

HALIFAX REGIONAL MUNICIPALITY
Non-Substantive Development Agreement
IS APPROVED FOR

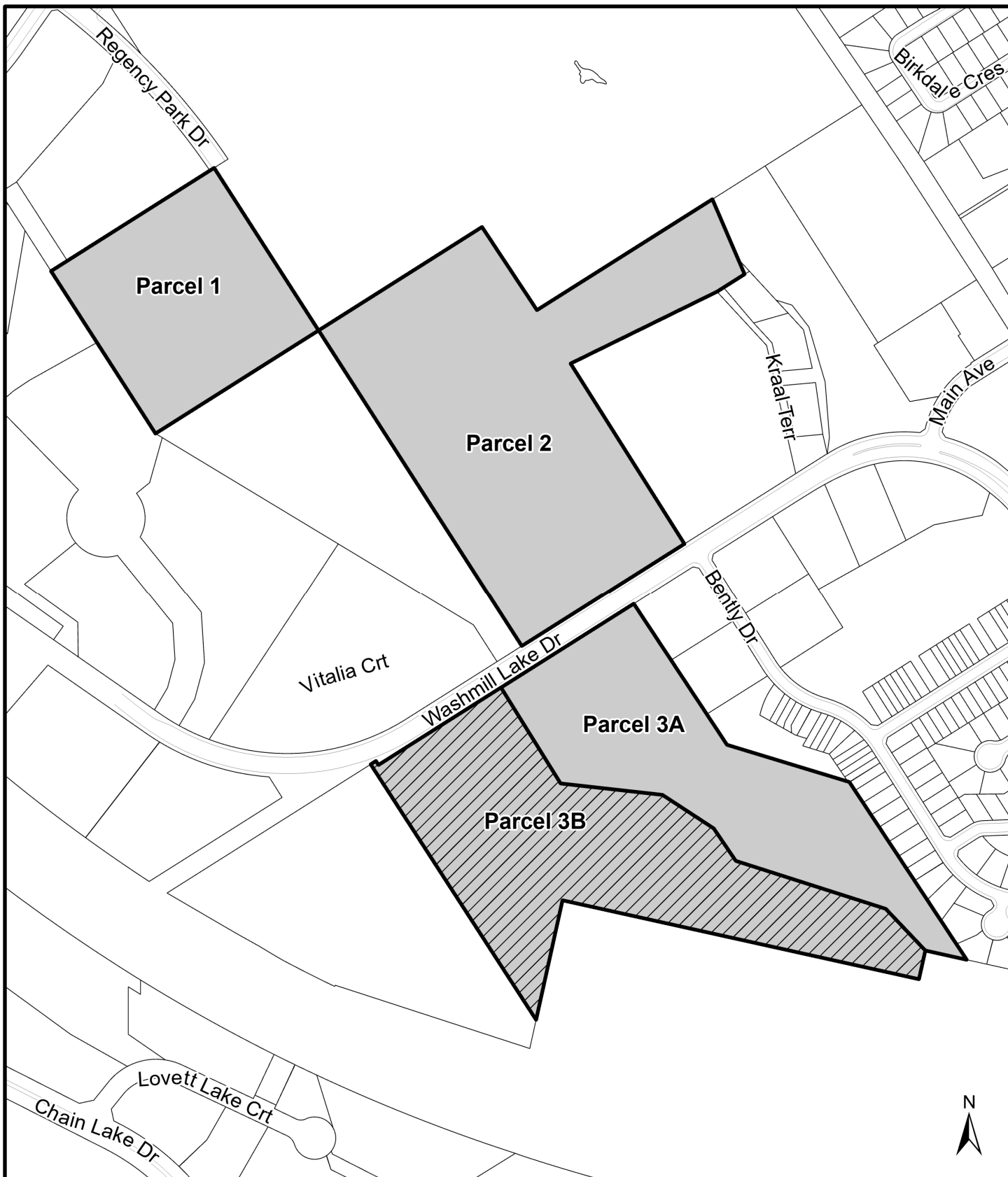
Details:

As per the report

DATE: December 21, 2022
- Original Signed -

endorsed by Development Officer
Name



Or Refused – outline the reasons for decision



Map 1 - Location and Parcel Identification

Washmill Lake Drive,
Halifax

Halifax Peninsula
Land Use By-Law Area

-  Lot to be Discharged
-  Subject to Agreement

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

HALIFAX

0 40 80 120 160 m

Attachment A: Proposed First Amending Agreement

THIS FIRST AMENDING STAGE 1 DEVELOPMENT AGREEMENT made this _____ day of _____, 20__

BETWEEN:

[INSERT 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 PIDs 00330845, 40550774, and 41477720, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS Halifax Regional Water Commission is the registered owner of certain lands located along Washmill Lake Drive, Halifax comprising a parcel identified as PID 41177403;

AND WHEREAS the Halifax and West Community Council approved an application to enter into a Stage I Development Agreement to allow for a mixed-used development consisting of residential and commercial uses on the Lands (municipal case 19532) pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Implementation Policy 3.3 of the Halifax Municipal Planning Strategy and Section 68 of the Halifax Mainland Land Use By-law, which said Development Agreement was registered at the Land Registration Office on April 23, 2019 as Document Number 114346951 (hereinafter called the "Original Stage 1 Agreement");

AND WHEREAS the Chief Administrative Officer of the Municipality approved a request made by the Halifax Regional Water Commission to discharge the Original Stage 1 Agreement from PID 41177403 on **[INSERT DATE]**, referenced under municipal case 24438;

AND WHEREAS the Developer has requested amendments to the Original Stage 1 Agreement to allow for a three-year time extension to the date of commencement and date of completion on the Lands pursuant to clause 6.2 of the Original Agreement.

AND WHEREAS a Development Officer of the Municipality approved this request on **[INSERT DATE]**, referenced as municipal case 24438;

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 Stage 1 Agreement, all other conditions and provisions of the Original Stage 1 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 Stage 1 Agreement, and the Original Stage 1 Agreement.
3. Clause 7.3.1 of the Existing Stage 1 Agreement shall be amended by deleting the text shown in strikeout, and inserting the text in bold as follows:

7.3.1 In the event that the Developer has not entered into a Stage II Development Agreement or development on the Lands has not commenced ~~within four (4) years~~ **seven (7) years** from the date of registration of ~~this~~ **the Original Stage 1** Agreement at the ~~Registry of Deeds or~~ Land Registry Office **in Halifax**, as indicated herein, the **Original Stage 1** Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the **Halifax Mainland** Land Use By-law.
4. Clause 7.4.1 of the Existing Stage 1 Agreement shall be amended by deleting the text shown in strikeout, and inserting the text in bold as follows:

7.4.1 If the Developer fails to complete the development, or phase of this development, after ~~fifteen (15) years~~ **eighteen (18) years** from the date of registration of ~~this~~ **the Original Stage 1** Agreement at ~~the~~ Land Registration Office **in Halifax**, ~~Council~~ 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.

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: _____

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 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

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)

For Office Use

Registration district: Halifax County
Submitter's user number: 500002147
Submitter's name: Peter Claman

In the matter of Parcel Identification Number (PID)

PID	00330845	40550774
PID	41177403	

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

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Kim MacKay, Registrar
114346951
Document #
Apr. 23, 2019
MM DD YYYY
11:55 pm
Time
LR ROD

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

- x No power of attorney applies to this document

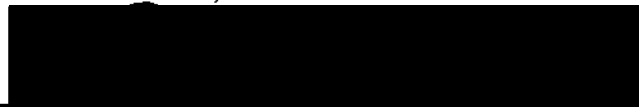
The following burdens are to be added and/or removed in the parcel register(s):
 (Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

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) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality – Party to Agreement (Burden)
Mailing address of interest holder to be added (if applicable)	PO 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 Halifax, in the County of Halifax, Province of Nova Scotia, on March 27 2019



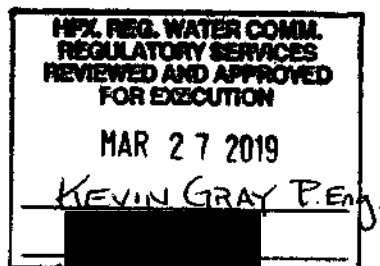
Signature of authorized lawyer

Name: Peter Claman
Address: 7071 Bayers Road, Suite 4004
Phone: 902-492-4000
E-mail: claman@claman.com
Fax: 902-492-4001

- ☐ 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.

May 4, 2009

THIS STAGE I DEVELOPMENT AGREEMENT made this 12th day of April, 2019
BETWEEN:



Approved as to Form
and Authority

Solicitor

SEPTRA INCORPORATED

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL WATER COMMISSION

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

OF THE SECOND PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE THIRD PART

WHEREAS Septra Incorporated is the registered owner of certain lands located at in Clayton Park, along Regency Park Drive and Washmill Lake Drive, Halifax, comprising of parcels identified as PID 00330845 and PID 40550774;

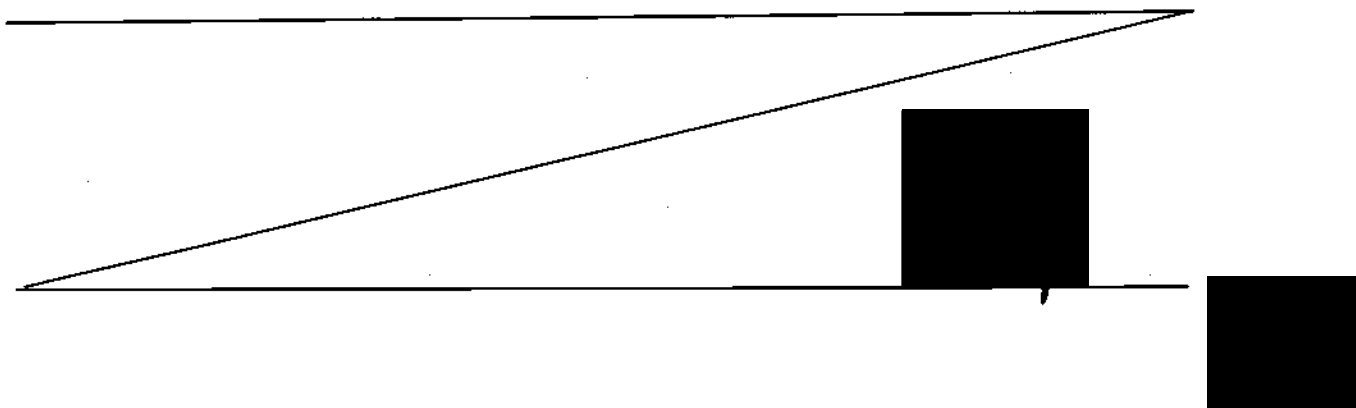
AND WHEREAS Halifax Regional Water Commission is the registered owner of certain lands located in Clayton Park, along Regency Park Drive and Washmill Lake Drive, Halifax, comprising of parcels identified as PID 41177403;

AND WHEREAS 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 mixed-use development consisting of residential and commercial uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, Implementation Policies 3.3 of the Halifax Municipal Planning Strategy, and Section 68 of the Halifax Mainland Land Use By-law;

AND WHEREAS Halifax and West Community Council for the Municipality approved this request at a meeting held on November 14, 2018 referenced as **Municipal Case Number 19532**;

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 may be amended from time to time.

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 for Halifax Mainland 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 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 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 Land Use By-law for Halifax Mainland and the Regional 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) *"Commercial Use"* means the use of a building for office purposes, for buying and selling goods, or for providing services, or a combination thereof.
- (b) *"Drive-Through"* means premises that include a designated stacking aisle for motor vehicles, which provide or dispense products or services using an attendant, window, or automated machine, to customers in motor vehicles.
- (c) *"Grocery Store"* means a retail establishment with at least 200 square metres of gross floor area that primarily sells food and that may also sell other convenience and household goods.
- (d) *"Home Occupation"* means the use of a portion of a dwelling unit for gainful employment, excluding a bed and breakfast use or day care use.
- (e) *"Home Office"* means an office-related activity operated within a dwelling that does not require direct contact with clients on the premises.
- (f) *"Kennels"* means premises used for the keeping of more than two dogs for the purposes of commercial breeding, used for the keeping of one or more dogs which are not owned by the occupant for the purposes of one or more of showing, grooming, training, and caring; or for the commercial boarding of more than 12 dogs with or without veterinary care.
- (g) *"Drinking Establishment"* means a drinking establishment with a capacity of 60 seats or fewer, and which is licensed under the *Nova Scotia Liquor Control Act*.
- (h) *"Micro-Brewery"* means a craft brewery primarily engaged in the production and packaging of less than 15,000 hectolitres per year of specialty or craft beer, ale, or other malt beverages. The facility may include accessory uses such as retail sale, wholesale, tours and events or hospitality room, where beverages produced at the facility can be sampled.
- (i) *"Multiple-Unit Building"* means a building containing three or more dwelling units, and commercial uses at the base of the building.
- (j) *"Open Space Use"* means the use of open space for public and private parks and playgrounds, athletic fields, tennis courts, lawn bowling greens, outdoor skating rinks, picnic areas, cemeteries, day camps, historic sites or monuments, and similar uses to the foregoing, together with the necessary accessory structures. This definition excludes commercial camping grounds, golf courses, and tracks for the racing of animals or motor vehicles.
- (k) *"Playground"* means an area landscaped with hard and soft materials that includes dedicated play equipment such as swings, slides, sandboxes, and jungle gyms.
- (l) *"Pawn Shops"* means premises where a person may give, pledge, or deposit goods as security for the payment of a debt or return of a loan, excluding financial institution uses.
- (m) *"Restaurant"* means premises whose primary purpose is to prepare, serve, and sell food, non-alcoholic beverages, or both, for consumption on or off the premises. Restaurants may be licensed to serve alcoholic beverages, but this must be incidental to the primary business. Restaurants may include cafes, table service, dine-in, take-out, and home delivery services, excluding a standalone catering.
- (n) *"Retail Use"* means premises used for the selling or renting of merchandise, including second-hand goods, directly to the walk-in public. Retail uses may also include the servicing and repair of items like those being sold. Shopping centres, post offices, and car or truck rental offices are considered retail uses.
- (o) *"Rooftop Greenhouse"* means a permanent structure located on a roof and constructed primarily of transparent materials, which is devoted to the protection and cultivation of medicinal, food producing, and ornamental plants such as vegetables, fruits, herbs, sprouts, and flowers.

- (p) "Service Station Uses" means premises used for the retailing of motor vehicle fuels, lubricants, and accessories, the repair and servicing of motor vehicles indoors, motor vehicle inspections, or car wash facilities.
- (q) "Service Uses" means a business whose primary work is call-out, such as exterminators, plumbers, carpet cleaners, locksmiths, electricians, tow trucks, and to provide catering off site.
- (r) "Storey" means that portion of a building between any floor and floor or any floor and ceiling, any portion of a building partly below grade shall not be deemed to be a storey unless its ceiling is at least 2 metres above grade.
- (s) "Urban Agriculture" means the use of a structure or land for the breeding, planting, cultivation, or harvesting of plants, excluding cannabis, such as vegetables, fruits, herbs, sprouts, and ornamental plants and flowers.
- (t) "Warehousing uses" means a building or part of a building for storage, wholesale, and distribution of manufactured products, supplies, and equipment, excluding a wholesale food production use, and the storage of materials that are flammable, explosive, or that present hazards.

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 generally conforms to the following Schedules attached to this Agreement and filled in the Halifax Regional Municipality as Case 19532:

Schedule A	Legal Description of the Lands
Schedule B	Master Site Plan
Schedule C	Phasing Plan
Schedule D	Site & Architectural Design Requirements - Townhouses
Schedule E	Site & Architectural Design Requirements - Multiple-Unit Residential and Commercial Buildings

- 3.1.2 The Master Site Plan and Phasing Plan for the development of the Lands contained in Schedules B and C shall form the basis for negotiation and approval of any Stage II Development Agreement.
- 3.1.3 Municipal permits for site and building development for any phase shall only be granted for development of the Lands after approval by Halifax and West Community Council, and registration at the Land Registry Office, of a Stage II Development Agreement for that associated phase.
- 3.1.4 Notwithstanding Section 3.1.3, final design approval may be granted for site preparation and, road and infrastructure development after the approval of the Stage I Development Agreement by Halifax and West Community Council and registration of the Stage I Development Agreement.

3.2 General Description of Land Use

- 3.2.1 The development of the Lands shall comprise a mixed-use development consisting of residential and commercial uses within nine (9) Phases, as generally shown on Schedule B and C;
- 3.2.2 The uses of the Lands permitted by this Agreement are the following:

Residential uses, consisting of Townhouses and Multiple-Unit Buildings;

- (a) Commercial uses, as permitted under the C-2A (Minor Commercial) Zone of the Land Use By-law for Mainland Halifax;
- (b) Commercial uses, in addition those permitted in 3.2.2(b), including:
 - (i) Drinking establishment use;
 - (ii) Grocery store use;
 - (iii) Micro-brewery use; and
 - (iv) Retail use.
- (c) Urban Agriculture uses;

- (d) Open Space uses;
- (e) Community facility uses, as permitted under the C-2A (Minor Commercial) Zone of the Land Use By-law for Mainland Halifax; and
- (f) Accessory uses to the foregoing such as, but not limited to, home occupation, and home office.

3.2.3 The development of residential uses shall comply with the following:

- (a) The maximum number of dwelling units, inclusive of all types identified in Section 3.2.2(a) shall be 1,216 dwelling units, subject to all requirements of this Agreement; and
- (b) The development of the Lands shall be comprised of a mix of residential dwelling types, as identified in Section 3.2.2(a), and as generally shown on Schedule B of this Agreement.

3.2.4 The development of commercial uses shall comply with the following:

- (a) The maximum total gross floor area of the commercial uses on the Lands shall be 14,010 square metres (150,800 square feet), subject to the requirements of this Agreement;
- (b) Commercial uses permitted under Section 3.2.2(b) and 3.2.2(c) shall only be permitted within the first and second levels of buildings fronting on Regency Park Drive, as shown on Schedule B; and
- (c) Drive-throughs shall be prohibited in all phases.

3.2.5 Urban agricultural uses shall comply with the following:

- (a) The processing of urban agricultural products, such as chopping, packaging, pickling, or preserving, shall be permitted as an accessory use to a main urban agriculture use; and
- (b) A rooftop greenhouse shall be permitted to be used as an accessory to a main urban agriculture use.

3.2.6 The development of the Lands for open space uses shall be comprised of:

- (a) Parkland dedication in the form of land, identified as Park Area 1 and Park Area 2, located in Phase 1 and between phases 7 and 8, as shown on Schedule B and subject to Section 3.9 of this Agreement; and
- (b) An outdoor amenity space consisting of playgrounds, located within Phases 6 and 7 as shown on Schedule B.

3.2.7 The development of community facilities shall comply with the regulations of the Land Use By-law for Mainland Halifax, as amended from time to time.

3.2.8 Accessory use, home occupation use, and home office use shall conform with the following:

- (a) The following uses shall be prohibited as a home occupation:
 - (i) retail uses, except for the accessory retail of products associated with a permitted home occupation;
 - (ii) restaurant uses;
 - (iii) drinking establishment uses;
 - (iv) service station uses;
 - (v) service uses;
 - (vi) pawn shops;
 - (vii) warehousing uses; and
 - (viii) kennel uses.
- (b) Home occupations shall not be permitted in any Multiple-Unit Building, or accessory structures.
- (c) Home offices are permitted in all dwellings.
- (d) The principal operator of a home occupation or home office shall reside in the dwelling where the use is located.
- (e) Outdoor storage, and the outdoor display of goods, equipment, or material, are prohibited in association with a home occupation or home office.

3.2.9 The location of land uses and buildings shall generally conform with Schedule B.

3.2.10 Building heights shall comply with Sections 3.6, and 3.7 of this Agreement, and building design shall comply with the architectural design requirements detailed in Schedules D and E of this Agreement.

3.3 Requirements Prior to Permit Approval

Subdivision Approval

3.3.1 Prior to granting the subdivision approval for road and infrastructure development, and municipal permits for site preparation under the Stage I Development Agreement, the Developer shall:

- (a) obtain final design approval from the Municipality to subdivide the Lands pursuant to Sections 3.8.1 and 3.8.2, Schedule B and C of this Agreement, and the Regional Subdivision By-law as amended from time to time;
- (b) provide copies of all watercourse and wetland alteration permit(s) from the Nova Scotia Department of Environment; and
- (c) provide an erosion and sedimentation control plan, in accordance with the requirements of Part 5 of this Agreement.

Stage II Development Agreements

3.3.2 Building development on the Lands shall be subject to the approval of a Stage II Development Agreement for any phase.

3.3.3 Prior to the consideration of any Stage II Development Agreement, the Developer shall:

- (a) submit a Concept Plan for the subject phase which meets the requirements of the Regional Subdivision By-law, as amended from time to time;
- (b) provide copies of all watercourse and wetland alteration permit(s) from Nova Scotia Environment;
- (c) Provide a Wastewater Capacity Analysis for the subject phase;
- (d) provide a certification of the subdivision grading plan, in accordance with the requirements of Part 5 of this Agreement; and
- (e) provide verification that the maximum number of dwelling units has not been exceeded in accordance with the requirements of this Agreement.

3.3.4 Notwithstanding Section 3.3.3 of this Agreement, site preparation, including clearing or grubbing that is associated with each phase or the development of municipal streets, may occur prior to the approval and registration of the individual Stage II Development Agreements.

3.4 Phasing

3.4.1 The development of the Lands shall be completed in nine (9) non-consecutive Phases, as generally shown on Schedule C.

3.4.2 Prior to construction of any phase, or portion thereof, a Municipal Service Agreement shall be signed in accordance with the Regional Subdivision By-Law, this Stage I Agreement, and the required Stage II Development Agreement.

3.4.3 The development of Phase 1 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:

- (a) Final subdivision design of phase 1, as generally shown on Schedule C;
- (b) All primary and secondary services associated with phase 1;
- (c) Residential uses shall consist of townhouses and accessory uses, as generally shown on Schedules B and C, and meet the requirements of section 3.6 of this Agreement;
- (d) Further to Section 3.4.3(c), the development of townhouses shall conform with the design regulations included in Schedule D;
- (e) Provisions to regulate the size and location of urban agriculture uses, community facility

- uses and accessory uses; and
- (f) Conveyance of Parkland Area 1 to the Municipality in accordance with Section 3.9 of this Agreement.

3.4.4 The development of Phase 2 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:

- (a) Final subdivision design of Phase 2, as generally shown on Schedule C;
- (b) All primary and secondary services associated with Phase 2;
- (c) Residential uses shall comprise a single multiple-unit building, consisting of residential uses, subject to Section 3.6 and 3.7 of this Agreement;
- (d) Commercial uses shall be limited to day care use and grocery store use;
- (e) Building heights, in accordance with Section 3.6;
- (f) Detailed building design, in accordance with the architectural design regulations included in Schedule E;
- (g) Provisions to regulate the size and location of commercial uses identified in Section 3.4.4(d); and
- (h) Provisions to regulate the size and location of urban agriculture uses, community facility uses and accessory uses.

3.4.5 The development of Phase 3 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:

- (a) Final subdivision design of the specific Phase, as generally shown on Schedule C;
- (b) All primary and secondary services associated with the development of that phase, and as determined by the Municipality;
- (c) Residential uses shall comprise two multiple-unit buildings, consisting of residential uses, as shown on Schedule B, and subject to Sections 3.6 and 3.7 of this Agreement;
- (d) Commercial uses identified under Section 3.2.2(b) and 3.2.2(c) shall be permitted within the first level of the multiple-unit buildings;
- (e) Provisions to regulate the size, location, as well as hours of operations for uses identified in Section 3.2.2(b), 3.2.2(c), and 3.4.5(d);
- (f) Building heights, in accordance with Section 3.6;
- (g) Detailed building design, in accordance with the architectural design regulations included in Schedule E; and
- (h) Provisions to regulate the size and location of urban agriculture uses, community facility uses and accessory uses.

3.4.6 The development of phases 4, 5, 6 and 7 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:

- (a) Final subdivision design of the specific phase, as generally shown on Schedule C;
- (b) All primary and secondary services associated with the development of that phase, and as determined by the Municipality;
- (c) Residential uses shall be limited to multiple-unit buildings, as shown on Schedule B, and subject to Section 3.6 of this Agreement;
- (d) Commercial uses identified under Section 3.2.2(b) and 3.2.2(c) shall be permitted within the first and second levels of the multiple-unit buildings;
- (e) Provisions to regulate the size, location, as well as hours of operations for uses identified in Section 3.2.2(b), 3.2.2(c), and 3.4.6(d);
- (f) Building heights, in accordance with Section 3.6;
- (g) Detailed building design, in accordance with the architectural design requirements included in Schedule E; and
- (h) Provisions to regulate the size and location of urban agriculture uses, community facility uses and accessory uses.

3.4.7 The development of phases 8 and 9 shall proceed through the approval of a Stage II Development Agreement for the Lands, as generally shown on Schedule C. The Agreement shall address the following:

- (a) Final subdivision design of the specific phase, as generally shown on Schedule C;
- (b) All primary and secondary services associated with the development of that phase, and as determined by the Municipality;
- (c) Residential uses shall be limited to multiple-unit buildings, as shown on Schedule B, and subject to Sections 3.6 and 3.7 of this Agreement;
- (d) Commercial uses identified under Section 3.2.2(b) and 3.2.2(c) shall be permitted within the first level of the multiple-unit buildings;
- (e) Provisions to regulate the size, location, as well as hours of operations for uses identified in Section 3.2.2(b) and 3.4.5(d);
- (f) Building heights, in accordance with Section 3.6;
- (g) Detailed building design, in accordance with the architectural design requirements included in Schedule E;
- (h) Provisions to regulate the size and location of urban agriculture uses, community facility uses and accessory uses; and
- (i) Conveyance of Parkland Area 2 to the Municipality in accordance with Section 3.9 of this Agreement.

3.5 Stage II Development Agreements

3.5.1 In addition to the information required by Section 68 of the Halifax Mainland Land Use By-law, the following information shall be submitted with any planning application for a Stage II Development Agreement:

- (a) Letter of Intent detailing the proposal and building design;
- (b) Building plans that comply with Section 3.6 of this Agreement;
- (c) Design rationale detailing compliance with the architectural requirements identified in Schedules D and E;
- (d) Residential Unit Tracking Chart;
- (e) A Landscaping plan, pursuant to Section 3.10 of this Agreement; and
- (f) Subdivision Plans, which comply with requirements of Section 87 of the Regional Subdivision By-law, as amended from time to time, and show the following information:
 - (i) Municipal services including but not limited to schematic plans for sanitary sewer, storm sewer and water supply;
 - (ii) Required easements (including location, size and purpose);
 - (iii) Utilities (including but not limited to power, gas, propane, lighting); and
 - (iv) Streetscape designs.

3.5.2 Further to Section 3.5.1 of this Agreement, the following information shall be submitted with any application for a Stage II Development Agreement for those portions of the development that include residential uses:

- (a) Vehicular access and egress points, parking area layout, number of parking spaces and driveway locations;
- (b) Site plans showing building footprints, lot coverage, setbacks and accessory structures;
- (c) Building plans and elevations, showing exterior appearance of the building including signage, architectural detailing and all construction materials;
- (d) Provision and identification of useable indoor and outdoor amenity areas, as well as features, facilities and site furnishings;
- (e) Landscaping plans including planting details and specifications;
- (f) Location and treatment of loading or service areas, mechanical units, fuel storage tanks, air conditioning units, refuse and recyclable storage facilities and utility supply facilities;
- (g) Location of bicycle access routes and bicycle parking;
- (h) Site disturbance plan and preliminary grading plan; and
- (i) Environmental protection information, including preliminary site drainage plan, preliminary erosion and sediment control plans and preliminary stormwater management plans.

- 3.5.3 Further to subsection 3.5.2(e) all landscaping plans shall include a tree planting program that reflects the objectives of the HRM Urban Forest Master Plan and shall be submitted to the Development officer and the Urban Forester of the Municipality for review and recommendation.

3.6 Land Use Controls and Architectural Requirements

Townhouse Development

- 3.6.1 The development of townhouses, as determined through a Stage II Development Agreement, shall conform with the provisions of the R-2T (Townhouse) Zone of the Land Use By-law for Mainland Halifax with exception of lot coverage. Lot coverage provisions shall be determined and detailed as part of the Stage II Development Agreement.
- 3.6.2 Further to Section 3.6.1, the development of townhouses shall also conform with the site and architectural design requirements detailed in Schedule D.

Multiple-Unit Residential and Commercial Buildings Development

- 3.6.3 The development of multiple-unit buildings consisting of residential and commercial uses, as determined through a Stage II Development Agreement, shall conform with the site and architectural design requirements detailed in Schedule E.
- 3.6.4 The development of multiple-unit buildings consisting of residential and commercial uses within phases 2 through 9 shall comply with the following maximum heights:

	Number of Buildings	Building Parameters	
		Number of Storeys (per building)	Number of Units (per phase)
Phase 1	N/A	N/A	60
Phase 2	1	8	100
Phase 3	2	11 (each building)	220
Phase 4	1	9 and 5*	116
Phase 5	1	9 and 5*	116
Phase 6	1	9 and 5*	116
Phase 7	1	9 and 5*	116
Phase 8	3	12 (each building)	276
Phase 9	1	8	96

*Buildings in Phases 4, 5, 6 and 7 are designed to consist of one building with two heights. The maximum of 9 storeys with a transition in height to up to 5 storeys.

- 3.6.5 Notwithstanding 3.6.4, height requirements shall not apply to elevator enclosure, an elevator enclosure above a structure required for elevator access to rooftop amenity space, flag pole, antenna, heating, ventilation, air conditioning equipment or enclosure of such equipment, skylight, chimney, landscape vegetation, clock tower, solar collector, roof top cupola, parapet, cornices, eaves, penthouses or other similar features provided that the total of all such features, shall occupy in the aggregate less than 30 % of the area of the roof of the building on which they are located

3.7 Number of Units

- 3.7.1 Multiple-unit buildings shall comprise of bachelor units, one-bedroom units, two-bedrooms units or more.
- 3.7.2 One-bedroom plus den units shall be considered a one-bedroom unit, and two-bedrooms plus den shall be considered a two-bedroom unit.
- 3.7.3 A minimum of 40% of the residential units per building in each phase shall consist of two or more bedrooms.
- 3.7.4 A maximum of 30 units per phase may be transferred between phases provided that once the maximum number of units transferred is achieved, no additional transfers shall occur.

- 3.7.5 The Developer shall provide Unit Tracking Chart to the Municipality with each application to develop a phase, and to the Development Officer with each application for a permit.
- 3.7.6 Further to 3.7.4, dwelling unit distribution in each phase shall be achieved by adjusting the number of dwelling units transferred in or out of each phase under the Stage I Development Agreement, subject to Section 6.2.1(a).
- 3.8 Subdivision of the Lands**
- 3.8.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Phasing Plan, generally shown on Schedule C and identified in Section 3.4 of this Agreement. The Development Officer shall grant subdivision approval subject to and in accordance with Section 3.8.
- 3.8.2 The development of the Lands shall be completed in nine (9) phases, as shown on Schedule C. All subdivision of the Lands shall meet the requirements of the Subdivision By-law except where specifically varied by this Agreement.
- 3.8.3 This Agreement shall be deemed to meet the requirements of the Subdivision By-law with respect to concept plan approval.
- 3.8.4 The Development Officer shall grant subdivision approval for nine (9) phases, as generally shown on Schedule C, and provided that all applicable sections of the Regional Subdivision By-law have been met.
- 3.8.5 Further subdivision approval for each phase shall be subject to the terms of this Agreement, the approval of a Stage II Development Agreement for the associated Phase, and the requirements of the Regional Subdivision By-law.
- 3.8.6 Notwithstanding Section 3.8.5, frontage along a public street shall not be required for the subdivision approval for the nine (9) phases, as shown on Schedules B and C.
- 3.8.7 Final subdivision applications shall be submitted to the Development Officer in accordance with the Phasing Plan presented as Schedule C, and the Development Officer shall grant subdivision approvals for the phase or area for which approval is sought subject to and in accordance with the following terms and conditions:
- (a) Applications for subdivision approval shall include all phases, as indicated on Schedule B;
 - (b) Final subdivision approval for any phase(s) shall not be granted until final approval has been granted for the previous phase;
 - (c) The Development Officer, in consultation with the Development Engineer, may vary the sequence of phasing; and
 - (d) Notwithstanding subsection 3.8.7(b), the Development Officer may grant final subdivision approval of all phases prior to granting final approval for the previous Area if the Developer submits performance security in the amount of 110 percent of the estimated cost of uncompleted services or if the Development Engineer determines that the portion of the incomplete phases is non-essential to the greater service network.
- 3.8.8 Unless otherwise acceptable to Development Officer, prior to acceptance of any Municipal Service system, the Developer shall provide to the Development Officer a certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement.
- 3.8.9 Further to Section 4.1.4, site preparation, clearing, excavation or blasting activities, for each phase or portion thereof shall not occur until the Developer provides a subdivision grading plan to the Development Officer indicating where lot disturbance is to occur at the time of construction of municipal services, as set out in this Agreement.

3.8.10 A subdivision application for each phase shall include a unit-tracking chart indicating:

- (a) the total number of units permitted by this Agreement;
- (b) the number of dwelling units for which municipal development permit applications are expected to be sought;
- (c) the number of dwelling units which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement; and
- (d) the number of dwelling units transferred in to or out of the phase from another phase. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water.

3.8.11 Each subdivision application for each phase shall include a total population chart and capacities permitted by this Agreement, sewer calculations for each dwelling unit, institutional uses and commercial lands which municipal development permit applications are expected to be sought and the sewer calculations for the number of dwelling units, institutional uses and commercial lands which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. The table shall also include the number of dwelling units and population transferred in to or out of the phase from another phase. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water.

3.8.12 Building lots shown on the schedules of this Stage I Development Agreement are conceptual in nature, the exact quantity and location of lots are not defined by this Agreement.

3.9 Parkland Dedication

3.9.1 The Developer shall provide parkland dedication in the form of land and equivalent value pursuant to the requirements of the Regional Subdivision By-law and as outlined in this section.

3.9.2 Parkland and Open Space dedication via land acquisition shall substantially conform with the locations, dimensions, site improvements and site preparation areas shown on Schedules B and C with the final adjustments to configuration and grades of the site preparation areas to be agreed upon by Parkland Planning and the Developer prior to subdivision approval being granted. The Development Officer may permit variations to lot configuration, provided that appropriate access and road frontage is maintained, and the total area of land is not reduced and the proposed parkland meets the requirements of Parkland Planning. The parkland dedication shall include identified parkland, site development including but not limited to neighborhood park facilities, and trails. All site preparation and development shall meet the requirements of the Municipality.

3.9.3 Parkland shall be provided in two parcels, as shown on Schedules B and C. All Parkland shall:

- (a) meet the definition of "usable land" as found in the HRM Regional Subdivision By-Law;
- (b) be free of encumbrances pursuant to the requirements of the HRM Regional Subdivision By-law; and
- (c) be designed according to the principles of CPTED (Community Protection Through Environmental Design).

3.9.4 The detailed design of Parkland Area 1 shall be determined through the Stage II Development Agreement, as generally shown on Schedule B and C. At a minimum the Parkland Parcel shall be subject to the following requirements:

Location	Southwestern corner of Phase 1
Street Frontage	30 metres (98.42 feet)
Park Area	1,100 square metres (0.27 acres)
Width of Public Trail	1.8 metres (5.90 feet)
Compliance	Parkland Area 1 shall be designed to comply with the criteria of a Neighbourhood Park as outlined in the Regional Subdivision By-law.
Design	Parkland Area 1 shall include the design and construction of a 1.8-metre

Completion wide public trail connecting to the Geizer Hill Trail.
Parkland Area 1 shall be completed and deeded to the Municipality prior to the completion of Phase 1

- 3.9.5 The detailed design of Parkland Area 2 shall be determined through the Stage II Development Agreement for Phases 4, 7 and 8, as generally shown on Schedule B and C. At a minimum the Parkland Parcel shall be subject to the following requirements:

Location	North of phases 4, 7 and 8
Street Frontage	30 metres (98.42 feet)
Park Area	15,985 square metres (3.95 acres)
Width of Public Trail	2.0 metres (6.56 feet)
Compliance	Portions of Parkland Area 2, which do not comply with the definition of "useable land", shall be conveyed to the Municipality as Conservation Land.
Design	Parkland Area 2 shall include the design and construction of a 2-metre wide public trail, connecting to the Geizer Hill Trail. Such trail shall not exceed a preferred slope of 5%, although a slope to a maximum of 8% may be acceptable if agreed to be the Parkland Planner.
Completion	Through the detailed design of the Parkland Area 2 during the Stage II Development Agreements, minor changes to the requirements of Section 3.5 and 3.6 are permitted if such changes will improve the overall park design as determined by the Parkland Planner of the Municipality.

- 3.9.6 Further to Subsections 3.9.3 through to 3.9.5, and Schedules B and C, the following provisions shall apply:

- (a) Trails shall be of sufficient length to provide the connections shown on the Schedules.
- (b) All trails shall be located outside of the 1 in 10-year floodplain and allow for a 5-metre buffer where possible to adjacent properties.
- (c) Site preparation shall be in the form of a prepared pad with approximate area and dimensions as shown on Schedule B, including topsoil (or equivalent) and hydro-seed grass mixture.
- (d) Where a trail crosses a watercourse or wetland, the crossing shall be designed and constructed subject to the following:
 - (i) The crossing shall be designed by a qualified professional.
 - (ii) The design shall be submitted to the Development Engineer for review.
 - (iii) Subsequent to the construction of any crossing and prior to the acceptance by the Municipality of the parkland and infrastructure, the Developer shall provide a letter by a qualified professional indicating that the crossing conforms with the approved design.
 - (iv) All crossings shall be designed and constructed in accordance with Nova Scotia Environment requirements.
 - (v) Crossings shall meet the future maintenance and operational requirements of the Municipality.
 - (vi) All work shall meet the requirements of HRM Parkland Planning.
- (e) Where a trail crosses any watercourse, the location of the crossing shall meet the requirements of the Municipality. Where a crossing varies from the schedules, the Development Officer shall permit variations to the Schedules to enable the relocation of the crossing and any reconfiguration of parkland boundaries.

3.10 Landscaping

- 3.10.1 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. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects).

- 3.10.2 Prior to the issuance of a development permit for all multi-unit buildings, the Developer agrees to provide a landscape plan, which complies with the provisions of this section. The landscape plan

shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and shall illustrate:

- (a) landscaping to be introduced to all areas disturbed during construction;
- (b) natural vegetation, landscaping or screening is to be employed around parking areas and measures are taken to allow for safe and convenient pedestrian access to public entrances of buildings; and
- (c) walkways extending from the entrances of buildings to a public sidewalk in front of the building and to any public trail system abutting the property;

3.10.3 All disturbed areas shall be reinstated to original condition or better with landscaping.

3.10.4 Prior to the occupancy of the first multi-unit building, the Developer shall submit to the Development Officer 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 Development Agreement.

3.10.5 Notwithstanding Section 3.10.4, where the weather and time of year does not allow the completion of the outstanding landscape works prior to building occupancy, the Developer may supply security 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 a 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 building occupancy, 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 For multi-unit buildings securities for the completion of outstanding on-site paving and landscaping work may be permitted. Such securities shall be not less than an amount which is 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

3.10.7 The Developer shall plant a minimum of one (1) tree on each lot designated for townhouse unit, which is greater than or equal to 15.24 metres (50 feet) in width. Each tree shall be a type, which is indigenous to Nova Scotia with a minimum height of 1.52 metres (5 feet) and a minimum diameter of 5 centimeters (2 inches). The location of the tree shall not interfere with services. The Development Officer may vary or waive the standard where it is determined that placement of tree(s) are not possible. No Occupancy Permit shall be granted unless this requirement has been satisfied or performance security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and ten percent (110%) of the estimated cost of planting the required tree or trees as the case may be.

3.11 Site Lighting

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

3.11.2 Security lighting for multiple-unit buildings shall be directed to all walkways and parking areas. Freestanding security lighting shall not exceed a height of 5.4m (18 feet). All exterior lighting shall be directed downwards with luminaires shielded to prevent unnecessary glare.

3.11.3 The Developer shall prepare an exterior lighting plan for any townhouses and multiple-unit buildings and submit it to the Development Officer for review to determine compliance with this Agreement.

The lighting plan shall contain, but shall not be limited to, the following:

- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
- (b) The lighting plan shall include certification from a qualified person that the lighting plan meets the requirements of this Agreement; and
- (c) Prior to building occupancy, the Developer shall provide to the Development Officer a written confirmation from a qualified person that the installation of lighting meets the requirements of this Agreement.

3.12 Screening

- 3.12.1 Townhouses, and multiple-unit buildings, consisting of residential and commercial uses, with communal refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.2 Townhouse buildings, and multiple-unit buildings, consisting of residential and commercial uses, with propane tanks and electrical transformers shall locate the tanks and transformers in such a way to ensure minimal visual impact from any street and adjacent residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.3 Mechanical equipment shall be permitted on the roof of multiple-unit buildings, consisting of residential and commercial uses provided the equipment is screened or incorporated in to the architectural treatments and roof structure. Rooftop mechanical equipment shall not be visible from any street.
- 3.12.4 Any ground or wall mounted mechanical equipment shall be screened from view from any street or residential properties with a combination of fencing, landscaping or building elements.

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.

3.14 Temporary Construction Building

- 3.14.1 A building(s) 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(s) shall be removed from the Lands prior to the issuance of the last Occupancy Permit on the subject lands.

3.15 Solid Waste Facilities - Multiple-Unit Buildings

- 3.15.1 All solid waste facilities shall be in accordance with By-law S-600 (Solid Waste Resource Collection and Disposal By-Law) as amended from time to time.
- 3.15.2 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 programs in accordance with By-law S-600. 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.
- 3.15.3 Refuse containers and waste compactors shall be confined to the loading areas or internal to each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.

- 3.15.4 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.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All design and construction of Municipal service systems shall satisfy the requirements of the HRM Municipal Design Guidelines, as well as Halifax Water Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking the work.
- 4.1.2 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.
- 4.1.3 All underground services shall be as per the Regional Subdivision By-law.
- 4.1.4 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, in consultation with the Development Engineer. Where oversized infrastructure to serve the development is to be installed by or on behalf of Halifax Water, the Development Officer may permit commencement of clearing, excavation or blasting activities required for the installation prior to the developer receiving final approval of the subdivision design.
- 4.1.5 Nothing in this Agreement shall preclude the Developer from storing or removing rocks, soils or grubbing materials from other phases established, provided that permission has been granted by the Engineer and all required municipal and provincial approvals have been obtained.

4.2 Streets

- 4.2.1 The street network shall be developed as generally shown on Schedules B and C. All street construction shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- 4.2.2 Further to Section 4.2.1, the Development Officer, in consultation with the Development Engineer, may approve the development of Regency Park Drive Extension after the approval of the Stage I Development Agreement.
- 4.2.3 The Developer shall construct a pedestrian circulation and walkway system as required by the Subdivision By-law, and the Municipal Design Guidelines. The land for secondary trails shall be deeded to the Municipality. The system shall include where required easements in favour of the Municipality and/or Halifax Water or any other Utility. For further clarity, where a road is constructed, a corresponding sidewalk shall be required as per the Municipal Design Guidelines, except as specifically varied by this Agreement.

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 to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 Stormwater Management 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) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared 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, all proposed detailed 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 and Stormwater Management Plan prepared by a Professional Engineer.

5.3 Subdivision and Lot Grading Plans

- 5.3.1 Any Subdivision Grading Plan submitted for subdivision approval shall be certified by a qualified professional that the plan conforms with the recommendations of the Master Stormwater Management Plan.
- 5.3.2 Any riparian buffer area shall be shown on any lot grading plan submitted pursuant to the requirements of the Municipality's Lot Grading By-law, as amended from time to time.
- 5.3.3 The Developer shall prepare lot grading plans which comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations may be approved by the Development Engineer. The Developer shall provide written confirmation of compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly carried out, remedial or corrective measures shall be carried out by the Developer at its cost.
- 5.3.4 No building shall be occupied unless the requirements of Section 5.3.3 have been satisfied or a security deposit for the completion of the work has been provided in accordance with the requirements of the Municipality's Grade Alteration By-law.

PART 6: AMENDMENTS

6.1 Substantive Amendments

- 6.1.1 Amendments to any matters not identified under Section 6.2 of this Agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

6.2 Non-Substantive Amendments

- 6.2.1 The following items are considered by all parties to be not substantive to the Stage I Development Agreement, and may be amended by resolution of Council:

- (a) Transfer of a maximum of 30 units between phases as outlined in the Stage I development agreement, as identified in section 3.7.4;
- (b) Approvals of any Stage II Development Agreement associated with this Stage I development agreement;
- (c) Amendments to any Stage II Development Agreement associated with this development;
- (d) Conveyance of additional parkland to the Municipality to that required in Section 3.9 of this Agreement, through consultation with the municipal Parkland Planner;
- (e) Changes to the locations, sizes and configurations of parkland area and playgrounds;
- (f) Changes to the proposed phasing, provided that needs of the Municipality and Halifax Water with regards to infrastructure are met;
- (g) The granting of an extension to the date of Commencement of Development as identified in Section 7.3 of this Agreement; and
- (h) The length of time for the Completion of Development as identified in Section 7.4 of this Agreement.

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 thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.
- 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 the Developer has not entered into a Stage II Development Agreement or development on the Lands has not commenced within four (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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.
- 7.3.2 For the purposes of this section, commencement of construction shall mean site preparations and infrastructure construction.
- 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 6.2 of this Agreement, if the Municipality receives a written request from the Developer at least 120 calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 If the Developer fails to complete the development, or phases of this development, after fifteen (15) years from the date of registration of this Agreement at Land Registration Office 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; or
 - (c) discharge this Agreement.

7.4.2 Upon the completion of the development, or 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 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 Halifax Mainland, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

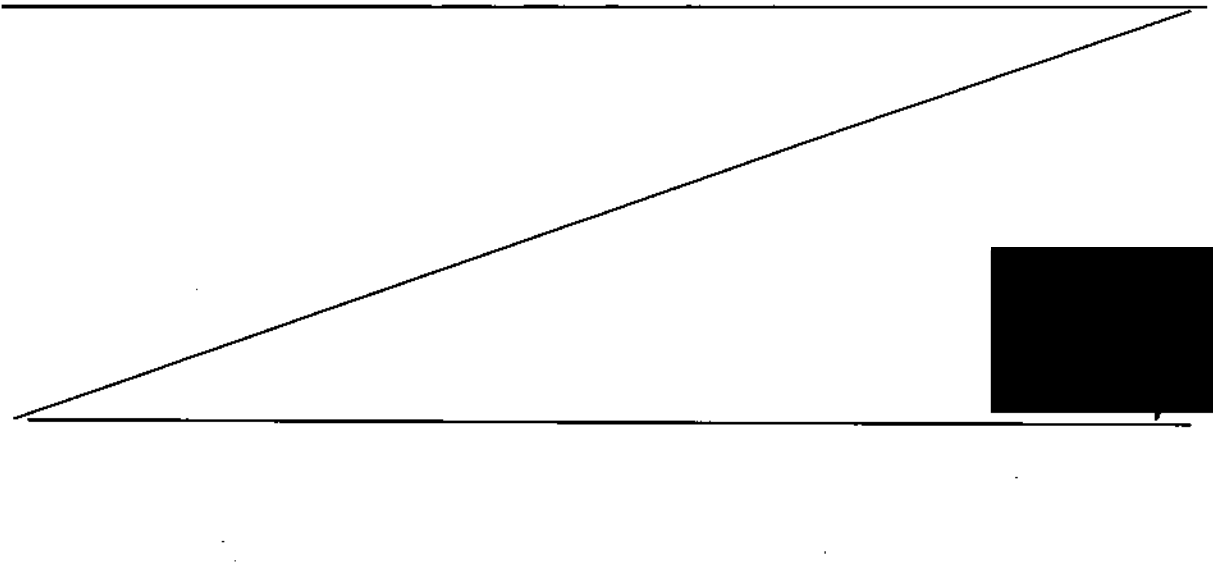
8.1 Enforcement

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; 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:

Witness

Witness

SEPTRA INCORPORATED

Per: Joseph Ramia
President

Per:
Print Name:
Print Position:

HALIFAX REGIONAL WATER COMMISSION

Witness

Per: Darlene Tenton
Chair
General Manager
HALIFAX REGIONAL MUNICIPALITY

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

Witness

Mayor Mike Savage
Municipal Clerk Kevin Adjan
HALIFAX REGIONAL MUNICIPALITY

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 27th day of March, A.D., 2019, before me, the subscriber personally came and appeared Natalie Shaffner a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that SEPTA INCORPORATED, one of the parties thereto, signed, sealed and delivered the same in his/her presence.


A Commissioner of the Supreme Court
of Nova Scotia

PETER CLAMAN

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 12 day of May, A.D., 2019, before me, the subscriber personally came and appeared Kelly Madanah (Sik Nento) 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.

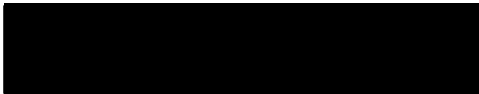

A Commissioner of the Supreme Court
of Nova Scotia

KRISTA VINING
A Commissioner of the
Supreme Court of Nova Scotia

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PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 28 day of March, A.D., 2019, before me, the subscriber personally came and appeared Sandra Hood a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that HALIFAX REGIONAL WATER COMMISSION, one of the parties thereto, signed, sealed and delivered the same in his/her presence.



A Commissioner of the Supreme Court
of Nova Scotia

LORNA M. SKINNER
A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

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 Kevin Arjoon, 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

Schedule "A" - Parcel 00330845

ALL that certain lot, piece or parcel of land situate on Gelzers Hill, County of Halifax, and shown as Lot A on Plan Showing Lots A and B, Gelzers Hill, Fairview, Halifax County, N.S., owned by Henry C. Deal dated April 19, 1956, made by J.D. McKenzie, P.L.S., approved by the Halifax County Planning Board April 23, 1956, and filed in the Registry of Deeds, Halifax, N.S., said Lot A being more particularly bounded and described as follows:

BEGINNING at the northwest corner of lands sold by the Grantor, Henry C. Deal to Joseph B. Pierson by deed dated July 30, 1923, and recorded in the Registry of Deeds, Halifax, N.S., in Book 570, Page 149;

THENCE north 80 degrees 30 minutes east along the northern boundary of said lands a distance of 660 feet or to the western boundary of lands now or formerly owned by the heirs of Cogswell;

THENCE north 09 degrees 59 minutes west along the western boundary of the last mentioned lands a distance of 660 feet to a point;

THENCE south 80 degrees 30 minutes west a distance of 660 feet or to the eastern boundary of lands now or formerly owned by Edward and William J. Clayton;

THENCE south 09 degrees 59 minutes east along the eastern boundary of the last named lands a distance of 660 feet or to the place of beginning.

Together with a 12 foot wide Right-of-Way over (PID 41177387) as described in a deed recorded June 17, 1959 at the Halifax County Registry of Deeds in Book 1619 at Page 86 as Document # 9569. Said Right of Way is also shown on Survey Plan # 95856176 registered May 6, 2010 at the Halifax County Land Registration Office.

Together with a 10 foot wide Right-of-Way over (PID 41177387) as described in an Easement Agreement recorded March 13, 1961 at the Halifax County Registry of Deeds in Book 1724 at Page 646 as Document # 4102. Said Right of Way is also shown on Survey Plan # 95856176 registered May 6, 2010 at the Halifax County Land Registration Office.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: HALIFAX COUNTY

Registration Year: 1959

Book: 1619 Page: 86 Document Number: 9569

Schedule "A" - Parcel 40550774

Registration County: HALIFAX COUNTY

Street/Place Name: REGENCY PARK DRIVE /HALIFAX

Title of Plan: PLAN OF SURVEY OF PARCEL 2 TO BE S/D FROM BLOCK B1 LANDS OF THE CANADIAN BROADCASTING CORPORATION & CONSOLIDATED WITH LOT A1 LANDS OF SEPTRA INCORPORATED

Designation of Parcel on Plan: LOT A1-2

Registration Number of Plan: 99202922

Registration Date of Plan: 2011-09-27 10:26:31

Subject to Restrictive Covenants as set out in Schedule B appended to the Deed recorded at the Registry of Deeds in and for Halifax County, on September 27 2011 as Document No. 99202732 and pertaining only to that portion of the consolidated property which was conveyed as Parcel 2 by that said Deed.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2011

Plan or Document Number: 99202922

Schedule 'A' – Parcel PID No. 41177403

All that lot, piece or parcel of land situate, lying and being near Chain Lakes in the County of Halifax, being the northern portion of Lot 2 of the lots in the rear of the Dutch Village lots, the said lot being bounded and described as follows:

Beginning at a point on the north boundary line of Lot No. 10 of the Dutch Village Lots, distant 625 feet, more or less, easterly from a granite boundary stone marked H. W. No. 16;

Thence North, 12, West for a distance of 60 chains, more or less, to the Geizer Road (so called);

Thence South, 78, West, for a distance of 20 chains, more or less, by the south side of said road;

Thence South, 12, East, for a distance of 60 chains, more or less, to the North boundary line of Lot No. 10;

Thence North, 78, East, along the said Northern boundary line of Lot No. 10 to the place of beginning;

The said lot being colored Yellow on a plan entitled Plan showing land near Chain Lakes to be acquired by the City of Halifax, dated February 6, 1894, signed by F.W. Doane, City Engineer, and on file in the City Engineers Office at Halifax.

Excepting therefrom all that portion of the Bicentennial Highway (Highway 102) as expropriated by Expropriation No. 1697.

Also Excepting therefrom, all that portion of the above described Lot 2 which lies to the south of the Bicentennial Highway, having been severed from the northern portion of the said Lot 2 by Expropriation No. 1697.

Also saving and excepting Parcel 26A as shown on Land Registration Plan #84876813.

Saving and Excepting Parcel RPD as shown on Registered Plan No 97862081 recorded in the Land Registration Office for Halifax County.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

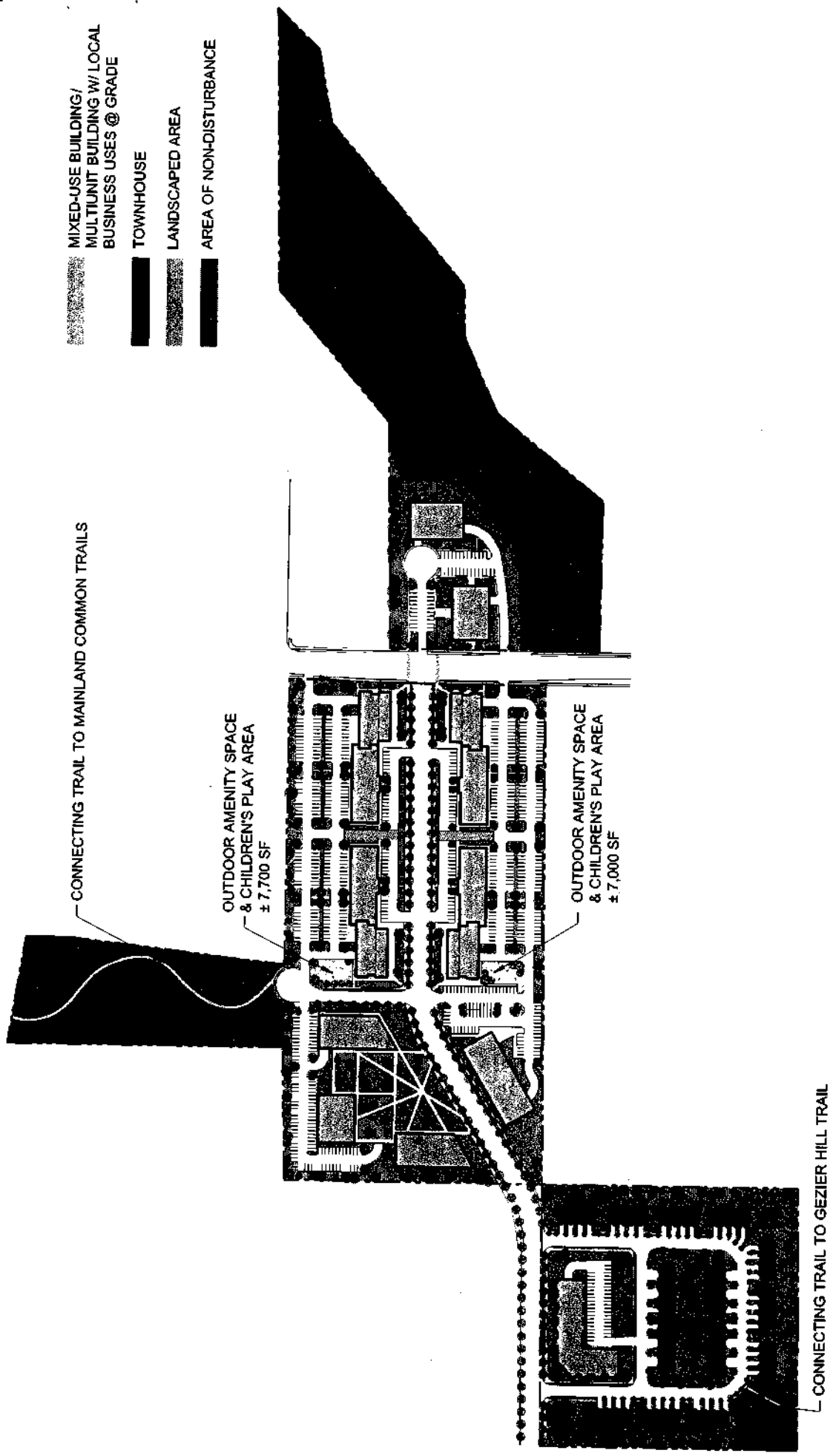
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act


Registration District: HALIFAX COUNTY

Registration Year: 2011

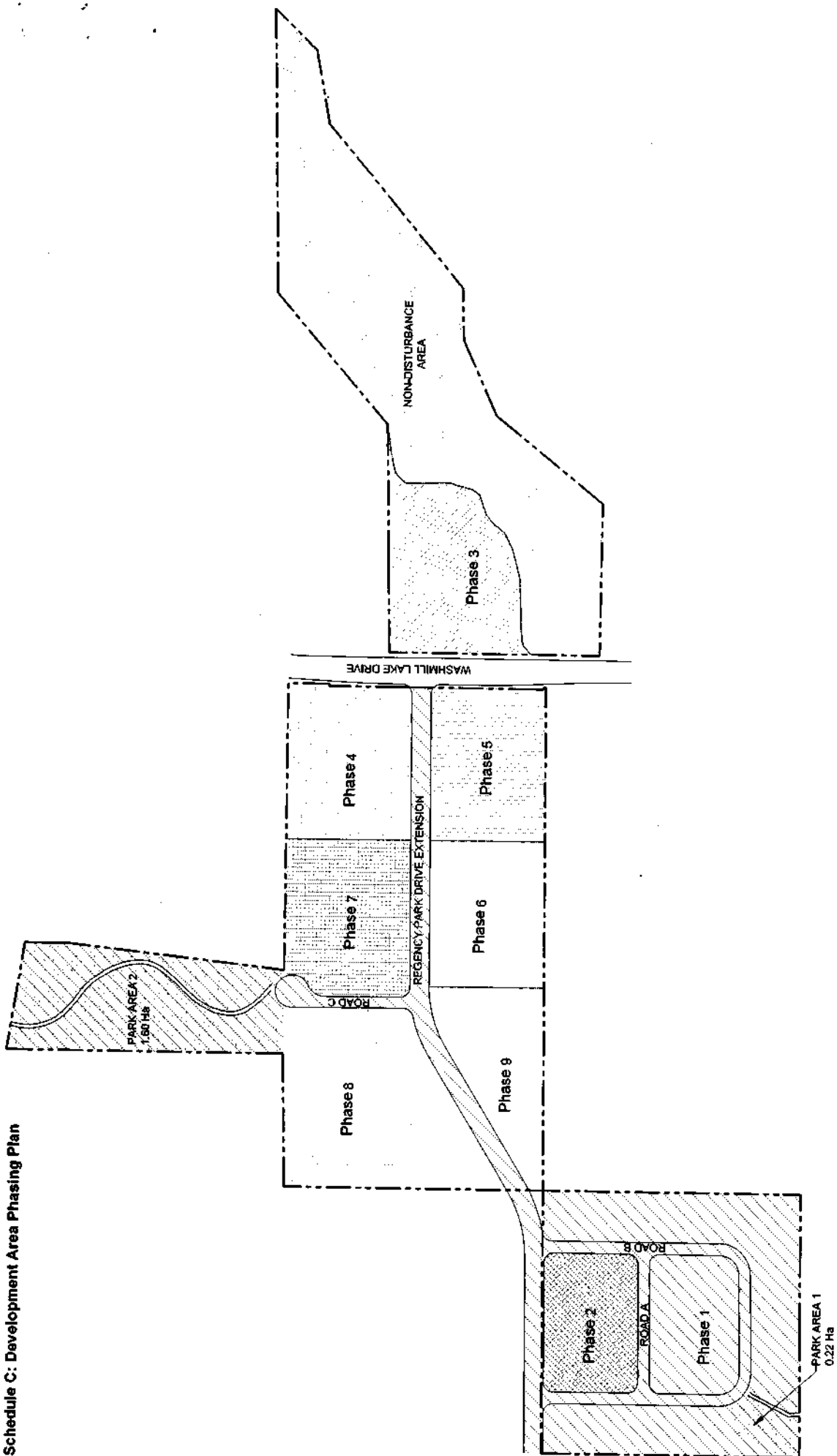
Plan or Document Number: 97862081


Schedule B: Master Site Plan and Parkland



MAINLAND COMMON DEVELOPMENT HALIFAX, NS		SCHEDULE B MASTER SITE PLAN + PARKLAND		Project No.: Scale: Date:	P2011.26 NTS 30 Apr 2018		WM FARES ARCHITECTS	A01
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Schedule C: Development Area Phasing Plan



MAINLAND COMMONS PROJECT HALIFAX, NS		SCHEDULE C DEVELOPMENT AREA PHASING PLAN		Project No.: P2011.26 Scale: NTS Date: 6 Jul 2017		WM FARES ARCHITECTS	A02
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**SCHEDULE D:
Architectural Design Requirements - Townhouses**

When considering a Stage II Development Agreement, townhouse developments shall conform to the following design requirements:

- (a) Blocks of townhouses shall be designed to ensure variation along the street. The same front facade and elevation, roofline, materials or colours should not be repeated within adjacent blocks of townhouses.
- (b) Each block of townhouses shall create the impression of distinct individual units through the use of building wall offsets, varied rooflines, and the use of different colours, materials or windows.
- (c) Architectural treatment shall be continued around all facades of the building.
- (d) Blank end walls shall be avoided by means such as, but not limited to, the location of windows, or architectural detailing.
- (e) Where a publicly-viewed facade includes a peaked roof, detail shall be provided between the top of the windows and the peak of the roof. Such detail could include, but is not limited to shingles, louvers, a window or exposed rafters.
- (f) Private exterior space, such as porches, balconies, patios or roof terraces, shall be provided for each individual unit.
- (g) Driveways shall be paired where possible. Landscaping shall be provided to break up individual driveways where pairing cannot be achieved.
- (h) The front yard setback may be reduced to 3.05 metres (10 feet), where parking areas are located in the rear yard.
- (i) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.
- (j) Any exposed foundation in excess of 1 metre (3.3 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent.
- (k) Projections as such, but not limited to stairs, balconies, and bay windows shall be permitted into the required front yard setback no more than 1.52 metres (5 feet).

Building Materials

Building materials throughout the development should be chosen for their functional and aesthetic quality, and exterior finishes should exhibit quality of workmanship, sustainability and ease of maintenance. When considering a Stage II Development Agreement, the following guidelines shall be considered:

- (a) Permitted building cladding shall include, natural stone, brick, manufactured stone (masonry application), split faced concrete block masonry, cement based stucco system, prefinished metal, aluminum shingles, wood shingles, wood siding, glass and the limited use of cement board siding.
- (b) The scale of the material should be consistent with the scale of the building.

- (c) A minimum of two major exterior cladding materials, excluding fenestration, are required for any publicly-viewed facade. The proportions of each material shall be sensitively designed. The use of two discernible colours or two discernible textures of the same material are acceptable as meeting this requirement.
- (d) Materials used for the main facade shall be carried around the building where other facades are viewed from the street.
- (e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed, veneered, or mitigated with suitable landscaping.

SCHEDULE E:
Site & Architectural Design Requirements –
Multiple-Unit Residential and Commercial Buildings

When considering a Stage II Development Agreement, all multiple-unit residential and commercial developments shall conform to the following design requirements:

1. Building Design

1.1 Heights, Facades and Articulation

- (a) The maximum height of the buildings shall not exceed the heights identified in Section 3.6.5 of the Stage I Agreement.
- (b) The main facade and entrance of buildings within Phases 2, 4, 5, 6, 7 and 9 shall be oriented to Regency Park Drive Extension.
- (c) Phase 9 shall consist of a maximum of three buildings, as shown on Schedule B, with frontage on Regency Park Drive extension and Road C.
- (d) Street-facing facades shall have the highest design quality; however, all publicly viewed facades shall have a consistent and high-quality design expression.
- (e) All buildings shall be articulated into a base and middle through the use of stepbacks, extrusions, textures, materials, detailing and other means.
- (f) For all buildings, the streetwall height shall be between 11.0 metres and 16.0 metres.
- (g) For all buildings, the base shall be articulated with a minimum streetwall stepback of 2.0 metres above 4 storeys, where no balconies are present. and 3 m where balconies are present.
- (h) Long, uninterrupted blank walls are prohibited. Building walls shall be articulated with projections, recesses, changes in material and colour or a combination thereof.
- (i) The main façade of a building base should be articulated into distinct vertical and narrow sections, similar to townhouse and retail bay forms with frequent individually accessed units, through the use of projections, recesses, changes in material and colour or a combination thereof.
- (j) No mechanical equipment shall be permitted in the front or flankage yard of any building. All mechanical equipment must be screened through landscaping or through an accessory structure.

1.2 Entrances, Doors and Windows

- (a) All main entrances to the building shall be emphasized by detailing, changes in materials, and other architectural devices. Such details may include a change in height, roofline or massing, projection of the entrance, or the use of architectural devices such as lintels, columns, porticos, overhangs, corner boards, or fascia boards.
- (b) All main entrances to the building shall be covered with a canopy, awning, recess or similar device or approach to provide weather protection for pedestrians.
- (c) Service and delivery entrances shall be integrated into the design of the building and shall be located at the rear of the building.

1.3 Roofs

- (a) All rooftop mechanical equipment shall be screened from view by integrating it into the architectural design of the building.
- (b) Flat roofs or roofs with less than 5-in-12 pitch shall integrate mechanical equipment and include architectural detail along the roof which compliments the building architecture.
- (c) Where exposed roof surface areas are large, design elements shall be incorporated to break down perceived proportion, scale and massing of the roof to create human scaled surfaces. Such design elements could include dormers, gables, cross gables, varying planes or other elements.

2. Building Materials

2.1 Building materials throughout the development should be chosen for their functional and aesthetic quality, and exterior finishes should exhibit quality of workmanship, sustainability and ease of maintenance. When considering a Stage II Development Agreement, Council shall have regard for the following:

- (a) Permitted building cladding shall include, natural stone, brick, manufactured stone (masonry application), split faced concrete block masonry, prefinished metal, aluminum shingles, wood shingles, wood siding, glass and the limited use of cement board siding.
- (b) The scale of the material should be consistent with the scale of the building.
- (c) A minimum of two major exterior cladding materials, excluding fenestration, are required for any publicly-viewed facade. The proportions of each material shall be sensitively designed. The use of two discernible colours or two discernible textures of the same material are acceptable as meeting this requirement.
- (d) Materials used for the main facade shall be carried around the building where other facades are publicly viewed.
- (e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed, veneered, or mitigated with suitable landscaping.

3. Accessory Buildings

3.1 Accessory buildings for multiple unit buildings, commercial buildings or community facilities shall be designed similar to the principal buildings on the same site.

4. Parking

4.1 Where surface parking is provided for more than 4 vehicles;

- (a) Parking lots shall, where possible, be located out of the public view from Regency Park Drive and Washmill Lake Drive;
- (b) Parking shall be broken up into moderately sized lots, with a maximum of 40 parking spaces per lot;
- (c) Parking lots shall be designed to include internal landscaping or hardscaping on islands at the ends of each parking aisle;
- (d) Parking lots shall be designed provide pedestrian connectivity through landscaping and clearly marked pedestrian access and paths, pedestrian-oriented lighting, and be concealed with low maintenance landscaped buffers or other mitigating design measures;
- (e) Parking shall be designed according to the principles of CPTED (Community Protection Through Environmental Design); and
- (f) Parking spaces shall be at least 2.74 metres (9 feet) x 6.01 metres (20 feet) in size.

5. Service and Storage Areas

- 5.1 Where service, storage, utility or loading areas are required for multiple unit dwellings, commercial or institutional uses, they shall be screened from the public view and nearby residential uses. If these areas must be in the public view, they shall include high quality materials and features that can include continuous paving treatments, landscaping and well-designed doors and entries.

WM FARES

ARCHITECTS

Attachment C: Applicant Submission

July 22, 2022

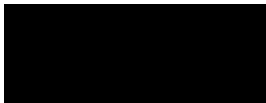
Re: Case 19532 Lands Surrounding Mainland Commons

Attention: HRM – Planning Department

Please be advised that pursuant to sections 6.2.1(g) and (h) under the Non-Substantive Amendments section of Development Agreement Case # 19532, we are requesting a 3-year extension to the date of commencement and the date of completion as stipulated under sections 7.3 and 7.4 of the said agreement.

Thank you for considering our request.

Yours truly,



Cesar Saleh, P.Eng.
W M Fares Architects