

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change requested relates 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:	7142
Submitter's Name:	Brian A. Tabor / Stewart McKelvey
In the matter of Parcel Identification Number (PID)	
PID: 00137802	

HALIFAX COUNTY LAND REGISTRATION OFFICE I certify that this document was registered or recorded as shown here. Kim MacKay, Registrar	
113520820 <small>Document #</small>	LR <input type="checkbox"/> ROD <input type="checkbox"/>
NOV 02 2018 <small>MM DD YYYY</small>	11:28 <small>Time</small>

The following additional forms are being submitted simultaneously with this form and relate to the attached document:

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

Additional information:

- 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:

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

OR

- No power of attorney applies to this document

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

The registered interests and related information are to be changed as follows: **N/A**

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*): **N/A**

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*: **N/A**

The following benefits are to be added and/or removed in the parcel register(s): **N/A**

The following burdens are **to be added** to the parcel register:

Instrument type	Agreement Re Use of Land
Interest holder and type to be removed	N/A
Interest holder and type to be added	Halifax Regional Municipality – Party to Agreement (Burden)
Mailing address of interest holder to be added	P.O. Box 1749 Halifax, NS B3J 2A5
Reference to related instrument in names-based roll/parcel register	N/A
Reason for removal of interest: <i>Instrument code: 443</i>	N/A

The following recorded interests are to be added and/or removed in the parcel register(s): **N/A**

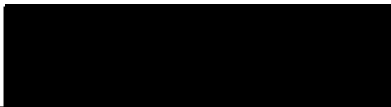
The textual qualifications are to be changed as follows: **N/A**

The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed: **N/A**

Certificate of Legal Effect:

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

Dated at Halifax, in the County of Halifax and Province of Nova Scotia, on this 2nd day of October, 2018.



Signature of Authorized Lawyer
Name: Brian A. Tabor / Stewart McKelvey
Address: P.O. Box 997, Halifax, NS B3J 2X2
Phone: 902.420.3200
E-mail: btabor@stewartmckelvey.com
Fax: 902.420.1417

- 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.

Approved as to Form
and Authority


Solicitor

THIS AGREEMENT made this 26 day of October, 2018

BETWEEN:

SISTERS OF CHARITY

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 to the south of Mount Saint Vincent University in Halifax and which said lands are more particularly described in Schedule C1 hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for subdivision and development of the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 8A.11 of the Halifax Municipal Planning Strategy and Subsection 62AF(2) of the Mainland Halifax Land Use By-law;

AND WHEREAS the Halifax West Community Council for the Municipality approved this request at a meeting held on August 7, 2018, referenced as Municipal Case Number 19514;

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

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

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 Mainland Halifax 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 to the extent varied by

this Agreement), or any statute or regulation of the Provincial and Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

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.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to and forming part of this Agreement and filed in the Halifax Regional Municipality as Case Number 19514:

Schedule C1	Legal Description of the Lands
Schedule C2	Site Plan
Schedule C3	Land Use Areas
Schedule C4	Neighbourhood Centre
Schedule C5	Seton Ridge Low Density
Schedule C6	Heights Framework
Schedule C7	Collector Road Terms and Conditions

3.3 General Description of Land Use

- (a) The development and use of the Lands permitted by this Agreement shall conform to the requirements contained in Schedules C2, C3, C4, C5 and C6.
- (b) The approximate boundary between the Neighbourhood Centre and Low Density Residential areas shown on Schedule C3 shall be interpreted by the Development Officer to follow the nearest centre line of roads or property lines, as appropriate, following final subdivision approval.

3.4 Subdivision

Subdivision applications shall be submitted to the Development Officer in accordance with Schedule C2 and the Development Officer shall grant subdivision approvals subject to and in accordance with the Regional Subdivision By-law and the following terms and conditions:

- (a) The Developer shall follow the full subdivision application process set out in the Regional Subdivision By-law, beginning with a complete concept subdivision application.
- (b) A collector road, designed to accommodate transit service, on-street parking, and bike lanes, shall be constructed in the general location shown on Schedule C2.
- (c) For the portion of the collector road identified on Schedule C2 as "Potential Steep Grades", the terms and conditions set out in Schedule C7 shall be met to the satisfaction of the Engineer, unless otherwise approved by the Engineer.
- (d) Eight transit shelters located on the collector road shown on Schedule C2, shall be constructed and located in manner that is acceptable to the Engineer.
- (e) Walkways shall be constructed in the general locations shown on Schedule C2.
- (f) A local street, designed to provide vehicle and pedestrian access to adjacent lands, shall be constructed in the general location of local street 1 shown on Schedule C2.
- (g) Two or more local streets, designed to provide vehicle and pedestrian access to adjacent lands, shall be constructed in the general area labeled as 'local street connections' shown on Schedule C2.
- (h) The location of local streets may vary from the location of local streets shown on Schedule C2 provided that:
 - i. the maximum length of any local street between intersections is no greater than

- ii. two hundred (200) metres as measured from street centre line to centre line;
 - iii. the location of local streets meet the requirements to provide connections to adjacent lands, as detailed in Sections 3.4(f) and (g); and
 - iii. no cul-de-sacs are permitted.
- (i) Two 24 metre wide pedestrian easements in favour of the public located in the general location shown Schedule C2 shall be shown on the final plan of survey that enables year round ground level pedestrian access through all portions of the easements. The Developer is responsible for snow clearing and maintaining all development located within the pedestrian easement. Development within the pedestrian easements may include art and water features and shall include the following:
 - i. Pathways, ramps and stairs that enable pedestrians, cyclist and persons with mobility challenges to pass through the length of the easements;
 - ii. 25% soft landscaping;
 - iii. a minimum of one tree (minimum of 60mm caliper) per 300 square metre of pedestrian easement area; and
 - iv. benches or other forms of seating that are designed to provide seating for a minimum of 25 persons.

3.5 Parkland

- (a) Parkland dedicated in all phases of development shall include land located in the general location of Park A and B shown on Schedule C2 and must meet the parkland requirements contained in the Regional Subdivision By-law and the requirements outlined in Table 1, below.

Park	Minimum Continuous Road Frontage	Minimum Lot Size
Park A	60 metres on the Collector Road	1,600 square metres
Park B	100 metres	6,000 square metres

- (b) Park B shall be exempt from the Topography requirements of Table B of the Regional Subdivision By-law.
- (c) Where the provision of parkland does not meet the minimum land area requirements of section 82 of the Regional Subdivision By-law, the provision of cash or equivalent value or a combination of cash and equivalent value, as determined by the Development Officer, shall apply.
- (d) The Developer agrees to develop Park B to a finished state prior to conveying the parkland to the Municipality. Specific parkland improvements shall include a combination of at least two of the following features:
 - i. furnishings and lighting;
 - ii. pathways;
 - iii. recreation equipment;
 - iv. outdoor art;
 - v. heritage interpretation;
 - vi. seating;
 - vii. gardens; and
 - viii. landscaped park gateways or entranceways.

- (e) Pursuant to 3.5(d) above, the development of Park B shall be the subject to the approval of the Development Officer in consultation with the Parkland Planner, with consideration to matters including the suitability of the proposed parkland development for the lands, the need for proposed facilities, and operation and maintenance requirements.

3.6 Phasing

The first phase of subdivision approval shall include:

- (a) construction of the full collector road shown on Schedule C2 from the intersection with the Bedford Highway to Lacewood Drive;
- (b) construction of local street 1 as shown on Schedule C2; and
- (c) the fulfilment of all parkland dedication requirements.

PART 4: ENVIRONMENTAL PROTECTION MEASURES

4.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

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.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Changes to the local road, walkway and pedestrian easement requirements as detailed in Section 3.4 and Schedule C2;
 - (b) Minor changes to the heights framework as detailed in Schedule C6;
 - (c) The granting of an extension to the date of commencement of construction as identified in Section 6.3.3 of this Agreement; and
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- (d) The length of time for the completion of the development as identified in Section 6.5 of this Agreement.

5.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

6.1 Registration

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.

6.2 Subsequent Owners

- 6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 6.2.2 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).

6.3 Commencement of Development

- 6.3.1 In the event that development on the Lands has not commenced within seven (7) 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.
- 6.3.2 For the purpose of this section, commencement of development shall mean the acceptance by the Municipality of the collector road.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1(c), if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4 Completion of Development and Discharge of Agreement

This Agreement shall be discharged from the Lands, without the concurrence of the property owner, provided:

- (a) final subdivision has been granted for all items set out in Section 3.4 and 3.5; and
 - (b) appropriate zoning has been applied to the lands, consistent with the development permitted by this Agreement.
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6.5 Incomplete Development and Discharge of Agreement

6.5.1 If the Developer fails to obtain an occupancy permit for the first building constructed within ten(10) years from the date of registration of this Agreement at the Registry of Deeds or 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.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

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.

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 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 defense 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.
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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:

[Redacted Signature]

Witness

Brian A. Tabor

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

[Redacted Signature]
[Redacted Signature]

Witn

Witn

SISTERS OF CHARITY

Per: [Redacted Signature]

Print Name: *Joan O'Keefe*

Print Position: *Congregat. and. Leader*

HALIFAX REGIONAL MUNICIPALITY

[Redacted Signature]

Mayor **Mike Savage**

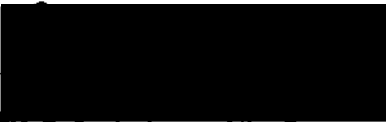
[Redacted Signature]

Municipal Clerk

Kevin Arjoon

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX


On this 3rd day of Oct., A.D. 20 18, before me, the subscriber personally came and appeared Brian A. Tabor a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Sisters of Charity, of the parties thereto, signed, sealed and delivered the same in his/her presence.


A Commissioner of the Supreme Court
of Nova Scotia

ROBERT J. ASKE
Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 26th day of October, A.D. 2018, before me, the subscriber personally came and appeared Rob Bennett Leslie 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

Parcel Description

Registration County: HALIFAX COUNTY
Street/Place Name: BEDFORD HIGHWAY /HALIFAX
Title of Plan: PLAN OF SURVEY OF LOT E-4A & PARCEL Y S/D & CONSOLIDATION OF LOT E-4 LANDS CONVEYED TO THE PRESIDENT OF THE LETHBRIDGE STAKE & BLOCK 8D LANDS CONVEYED TO SISTERS OF CHARITY
Designation of Parcel on Plan: BLOCK 8AY
Registration Number of Plan: 94109502
Registration Date of Plan: 2009-08-24 15:37:32

SAVE and EXCEPT Parcel F, as shown on Plan No. 101602051 od 2012

BENEFIT:

TOGETHER WITH the benefit of an easement over Block 8C, as defined and described in Doc. 92879031 of 2009.

BURDENS:

SUBJECT TO certain Easements in favour of Halifax Regional Municipality, over Parcels 17C, 17D and 17A, as defined and described in Book 3100 at Page 1010, Book 3103 at Page 804 and Book 3100 at Page 995 respectively (added to the parcel register by Correcting Document 91387051) and shown on Plan 94109502.

SUBJECT TO a temporary parking and service easement in favour of Lot E-4A, as defined and described in the Deed at Doc. 94108579 of 2009 and shown on Plan 94109502.

SUBJECT TO a restrictive covenant in favour of Lot E-4A, as defined and described in the Deed at Doc. 94108579 of 2009.

SUBJECT TO the restrictive covenants in Book 3197 at Page 151.

SUBJECT TO a 5 foot wide pole line easement along the eastern boundary of Parcel Y, a portion of Block 8AY, as defined and described in the Deed in Book 3197 at Page 151 and shown on Plan 94109502.

SUBJECT TO an Easement in favour of Block 8C, as defined and described in Doc 92879031 of 2009.

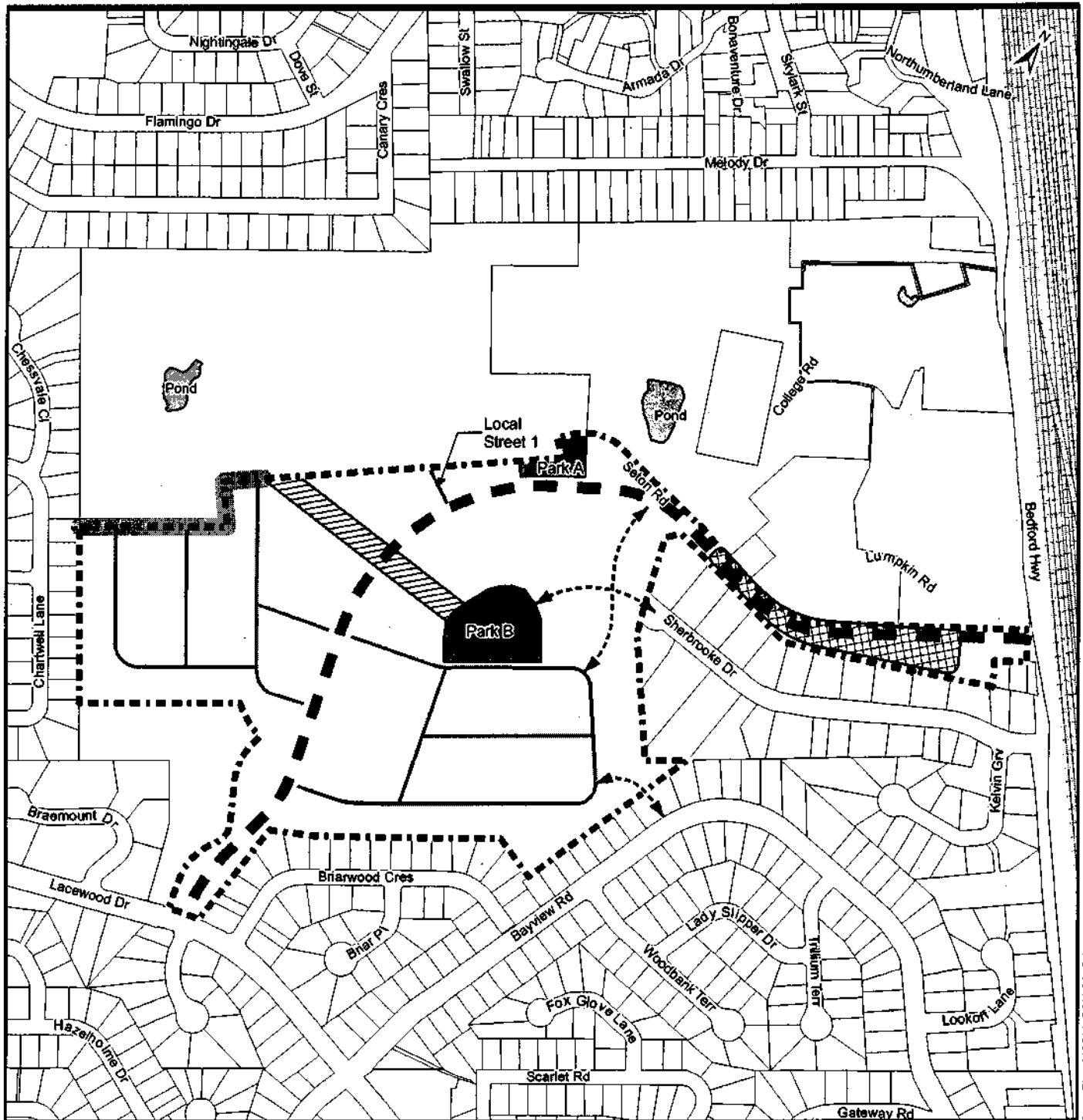
SUBJECT TO an Easement in favour of Block 8C, as defined and described in Doc 91517681 of 2008.

SUBJECT TO a Right of Way in favour of Mount Saint Vincent University, as defined and described in Book 4340 at Page 161.

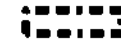
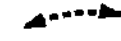






SUBJECT TO easement 92-1, in favour of Mount Saint Vincent University, as defined and described in Book 5391 at Page 638 (shown on plan in drawer 288 and shown on Plan 94109502.

SUBJECT TO an easement for access in favour of Lot E-4A (PID 40178485) as more particularly described in the Grant of Easement recorded as document no. 94207744 on 4. September 2009.

SUBJECT TO restrictive covenants as described in a Restrictive Covenant Agreement registered November 15, 2011 as Document # 99534886.



Schedule C2

-  Subject Lands
-  Walkways
-  Local Road Proposed
-  Collector Road Proposed
-  Pedestrian Easement Proposed
-  Park Proposed (Approx.)
-  Potential Steep Grades
-  Local Street Connections

HALIFAX



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

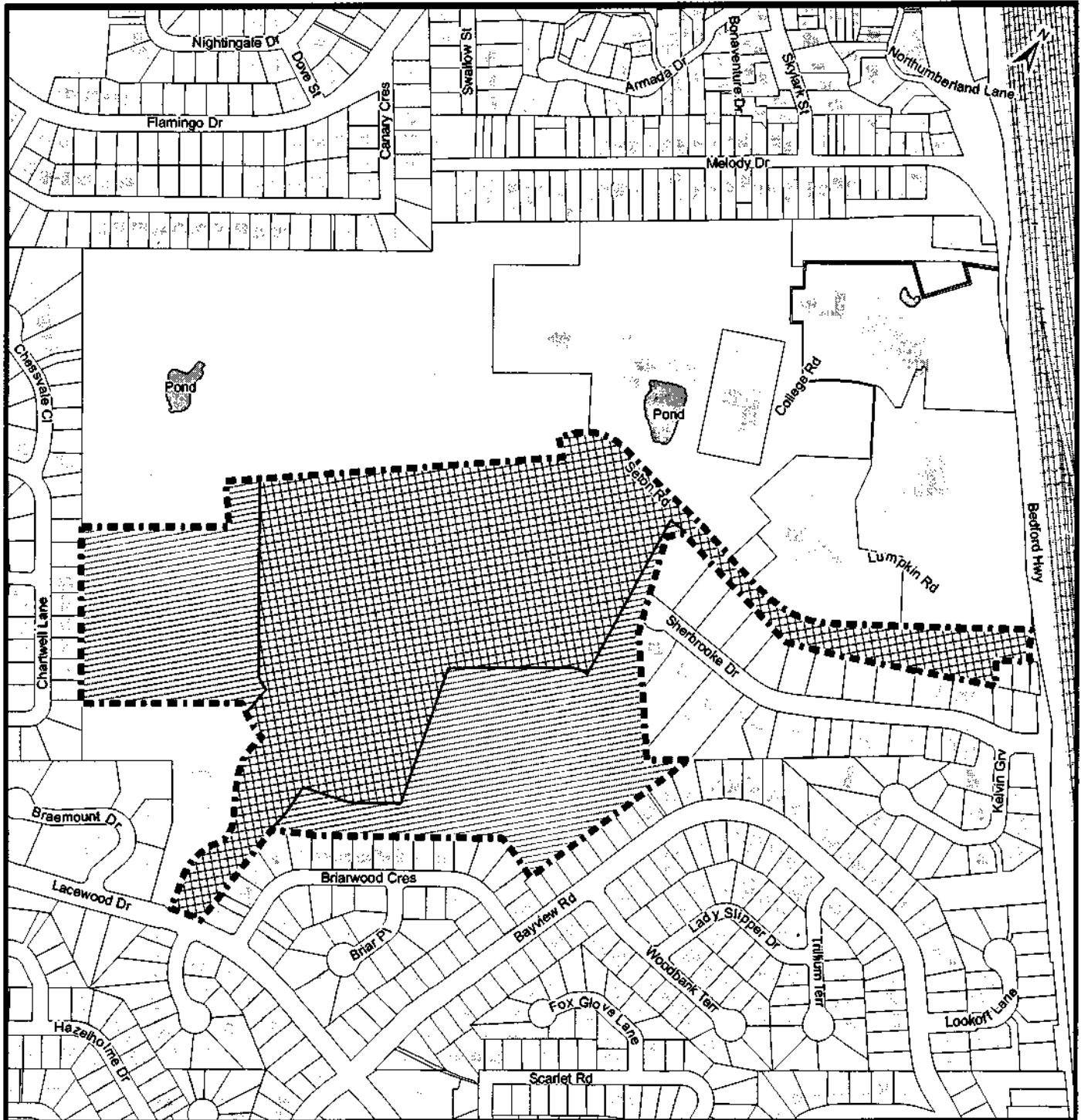
Halifax Plan Area

31 May 2018




Case 19514

IAHG

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Schedule C3

-  Subject Lands
-  Lands Subject to Schedule C4 – Neighbourhood Centre
-  Lands Subject to Schedule C5 – Seton Ridge Low Density Residential

HALIFAX



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

Halifax
Plan Area

8 February 2018

Case 19514

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Schedule C4

NEIGHBOURHOOD CENTRE (NC)

Permitted Uses:

1. Only the following uses shall be permitted in the NC area:
 - (a) apartment houses;
 - (b) home occupations
 - (c) retail and rental stores excluding:
 - (i) motor vehicle dealers;
 - (ii) motor vehicle repair shops, providing such shops are not primarily engaged in providing service station facilities; and
 - (iii) adult entertainment uses
 - (d) offices;
 - (e) hotels;
 - (f) banks and other financial institutions, excluding drive-throughs;
 - (g) restaurants, excluding drive-throughs;
 - (h) community facilities;
 - (i) institutional uses
 - (j) health clinics;
 - (k) appliance and small scale repair shops;
 - (l) personal service uses which may include, but is not limited to, the following shoe repair shops, barber and beauty shops, dry cleaners, and funeral services;
 - (m) day care facilities;
 - (n) commercial recreation uses;
 - (o) amusement centres;
 - (p) micro breweries;
 - (q) coffee roasteries;
 - (r) ferment-on-premises facilities, as defined by the Province of Nova Scotia *Liquor Control Act*;
 - (s) brew pubs
 - (t) public park
 - (u) special care homes
 - (v) government and public buildings
 2. Only hotels, apartment houses, special care homes and home occupations are permitted above the second storey of a building.
 3. Home occupations are not subject to the requirements of Section 14B of the Land Use By-law for the Halifax Mainland, but shall comply with the following:
 - (a) the business operator must reside in the dwelling unit;
 - (b) the home occupation shall be conducted in such a way that it shall not be apparent from the outside of the dwelling that it is used for anything other than a residence;
 - (c) there shall be no display of goods visible from the outside, or outside storage
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- of equipment or material;
- (d) the home occupation shall not include adult entertainment or escort services or the retail sale of products other than those incidental to the home occupation; and
- (e) the home occupation shall not create any noise, dust, vibration, smell, smoke, glare, electrical interference, fire hazard, traffic, or any such similar nuisance not normally associated with a dwelling.

Site Design and Landscaping

4. Every lot shall have a minimum of 6.0 metres of frontage on a street.
 5. Section 7(1) of the Land Use By-law for the Halifax Mainland shall not apply and more than one building may be located on a lot.
 6. The parking requirements under the General Provisions of the Land Use By-law for the Halifax Mainland shall not apply in the NC area. However, the following parking and access requirements shall apply:
 - (a) any surface parking shall cover no more than 20% of a lot. For the purpose of this clause, parking on the top of a parking structure over 3 metres in height shall not be considered surface parking;
 - (b) no parking shall be located between a building and a street;
 - (c) a maximum of one driveway access per lot is permitted to a collector road; and
 - (d) parking structures located above grade shall not be located within 20 metres of a collector road.
 7. Any outdoor area used for solid waste management shall be located in a side or rear yard and shall be fully enclosed by an opaque fence or wall at least 2.0 metres high, except for an opening or gate required for access. Any such area shall not be located within 3.5 metres of any lot line.
 8. Landscaping shall be required between the building and any public sidewalk. A driveway may be permitted across this landscaped area.
 9. A minimum of 25% of a lot shall be covered with soft landscaping. Soft landscaping located on a building rooftop may be counted toward up to 15% of this requirement.
 10. Where a side or rear yard is required, it shall contain landscaped open space in accordance with the following requirements:
 - (a) trees shall be planted at a rate of one (1) tree (minimum of 60mm caliper) and three (3) shrubs per 4.6 metres as measured along the side or rear lot line; or
 - (b) existing trees (minimum of 60mm caliper) and shrubs may be incorporated into the landscaped setback, and may be calculated as part of the above one (1) tree and three (3) shrubs per 4.6 metres requirement providing the existing trees and shrubs remain intact following the completion of development.
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11. All required soft landscaping shall:
 - (a) conform to the latest edition of the *Canadian Landscape Standard*; and
 - (b) be maintained in healthy condition and any soft landscaping that dies shall be replaced within one year or at the beginning of the next growing season, whichever is sooner.
 12. All required landscaped areas shall not be used for storage, loading, unloading, or the movement or parking of motor vehicles.
 13. In addition to all other requirements, a development permit application for the development of a main building shall include a landscape plan prepared by a registered landscape architect. The landscape plan shall depict the design of all hard and soft landscaping in the development, and shall contain:
 - (a) the current and proposed site topography, including the location of any significant gradients;
 - (b) planting areas and details for all new vegetation and groundcover, including location, quantity, size, and names (common and botanical, including species and variety if known);
 - (c) the location and identification of existing vegetation that will be used to meet all landscaping requirements;
 - (d) protection measures, such as hoardings, for any existing landscaping that is to be maintained;
 - (e) construction details for all hard-landscaped areas, including design specifications, dimensions, paving materials, and locations;
 - (f) manufacturers' specifications (such as model and colour) for all seating, light standards and fixtures, waste receptacles, bicycle racks, tree grates/guards, bollards, planter seating walls, wood arbours, outdoor furniture, solid waste management enclosures, railings, and fencing; and
 - (g) boundaries and access points for all publicly accessible space.
 14. Subject to Subsection 13, before being issued an occupancy permit, the applicant shall submit to the Development Officer a letter from a landscape architect certifying that all landscaping has been completed according to the approved landscape plan.
 15. Notwithstanding Section 14, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the
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work and its certification.

General Building Design Requirements

16. Balconies and landscaped roof terraces shall be permitted encroachments into a setback, stepback or separation distance, at or above the level of the second storey of a building, provided that the protrusion of the balcony is no greater than 2 metres from the building face and the aggregate length of encroaching balconies per level does not exceed 50% of the horizontal width of that building face.
17. The following external cladding materials shall not be permitted:
 - (a) Vinyl;
 - (b) Plywood;
 - (c) Concrete masonry units;
 - (d) Exterior insulation and finish systems where stucco is applied to rigid insulation; and
 - (e) Darkly tinted or mirrored glass (not including spandrel panels) on the ground floor.
18. Any roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any abutting public street.
19. Any exposed foundation or parking structure in excess of 0.6 metres in height shall be faced with external cladding materials or architecturally detailed in a manner that is complementary with external cladding materials of the main building.
20. All vents, downspouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design.
21. Loading and service areas are required to be concealed with automatic overhead doors that are a maximum width of 6.0 metres.

Podium and Streetwall Requirements

22. The streetwall façade facing a public street shall conform to the following specifications:
 - (a) any portion of the streetwall above the ground floor may project horizontally no more than 2.0 metres towards the street; and
 - (b) if the horizontal length exceeds 17 metres, the façade shall be broken into horizontal compartments with a distinct change in vertical architectural articulation using different façade materials, projections, roof changes or colours.
 23. With the exception of apartment houses, the ground floor of the streetwall shall:
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- (a) be comprised of a minimum 60 percent glazing of clear glass; and
- (b) have a height of at least 4.5 metres as measured between the finished slabs of the ground and second floors, except that up to 30% of the ground floor may be reduced to 3.0 metres in height.

24. For apartment houses, the ground floor of the streetwall shall have separate exterior entrances for all at grade residential units.

25. Any awnings are required to:
- (a) have at least 2.7 metres of vertical clearance; and
 - (b) project horizontally a minimum of 1.5m or 2/3 the width of the sidewalk, whichever is less.

Moderate and Tall Building Design Requirements

26. The top one or two storeys of a building shall be distinguished from the rest of the building using one or more of the following: different materials; projections; types, quantities or articulation of windows; roof changes; floor heights; or colours.

Building Requirements

27. All buildings shall conform with the following requirements:

Building Requirement	Streetwall and Podium	Moderate (above podium)	Tall (above podium)
Maximum front yard setback*	3 m along 65% of the street line	None	None
Minimum side and rear yard setback a) abutting NC Zone b) abutting public parks or any other zone	None 6m	5 m 10 m	15 m 20 m
Minimum setback above streetwall facing a public street or park	NA	3 m along at least 65% of the streetwall	3 m along at least 65% of the streetwall
Maximum height (total)	See Schedule C6 Heights Map	21 metres	See Schedule C6 Heights Map
Maximum horizontal building dimension	68 m	68 m	45 m
Maximum floor plate	None	None	900 sq. m.
Minimum separation between buildings located on the same lot	6 m	10 m between two moderate portions of a building and 12.5 m between a moderate and a tall portion of a building	12.5 m between a tall and moderate portion of a building and 25 m between two tall portions of a building

* Not applicable on lots with less than 8 metres of street frontage

28. The height requirements specific in section 26, above, shall not apply to a church spire, lightning rod, elevator enclosure, 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 occupy in the aggregate less than 30 % of the area of the roof of the building on which they are located.

Additional Apartment House Requirements

29. A minimum of 30 percent of the dwelling units within an apartment house shall contain two or more bedrooms. Where 30% of the units is not a whole number, the required number of units is rounded up to the next whole number
30. Apartment house buildings shall provide amenity space at a rate of 10 square metres per unit in the form of unit patios, unit balconies or terraces, private landscaped open spaces and interior amenity space. Where provided, interior amenity or private landscaped open space(s) shall have a minimum area of 40 square metres.

Signs

31. Signs may be placed on a building subject to the following conditions:
- (a) the signs may only be placed on the ground or second floor face of a streetwall in front of a business and no signs shall be permitted on the roof of a building;
 - (b) where signs are illuminated, they shall be illuminated in such a manner not to cause a glare or hazard to motorists, pedestrians or neighbouring premises;
 - (c) fascia signs shall not extend beyond a wall on which they are affixed;
 - (d) maximum combined size of fascia signs on the wall of a building shall be no greater than 10 percent of the total area of said wall of the premise to which it is attached;
 - (e) aggregate area of all window signs shall not exceed 25 percent of the window, or glass area of a door, to which they are affixed;
 - (f) signs on awnings shall not cover more than 25 percent of the area of the awning and the width of the text shall not exceed 80 percent of the width of the awning; and
 - (g) except as provided for by this section, signs shall conform with Section 14DA of the Land Use By-law for the Halifax Mainland.
31. A maximum of one billboard sign is permitted to advertise and direct the public to development located within the Residential Care Campus area identified in the Seton Ridge Neighbourhood Plan and subject to the requirements set out in Section 14D(2) of the Land Use By-law for the Halifax Mainland.

Schedule C5

SETON RIDGE LOW DENSITY (SRLD)

1. Only the following uses shall be permitted in the SRLD area:

- (a) single unit dwellings;
- (b) semi-detached dwellings
- (c) duplexes;
- (d) townhouses;
- (e) stacked townhouses;
- (f) home occupations;
- (g) day care facilities;
- (h) open space and public parks; and
- (i) uses accessory to the above permitted uses.

4. **LOCATIONAL RESTRICTIONS**

Townhouses and stacked townhouses are not permitted on lots that abut a single unit dwelling located on a lot that are outside of the Seton Ridge Neighbourhood Plan Designation as set out in the Municipal Planning Strategy for Halifax.

REQUIREMENTS

5. Buildings to be occupied or developed as a single unit dwelling, a semi-detached dwelling or a duplex shall conform with the following requirements:

- | | |
|--------------------------|--|
| (a) Minimum lot frontage | 9.75 metres (32 feet) for single unit dwellings and duplexes

7.62 metres (25 feet) per unit for semi-detached dwellings

On cul-de-sac bulbs or streets with radius less than 100 metres (328 feet), the frontage requirement may be reduced no more than 20% |
| (b) Minimum lot area | 315.9 square metres (3,400 square feet) for single unit dwellings

232.3 square metres (2,500 square feet) per unit for a semi-detached dwelling |
| (c) Maximum height | 10.67 metres (35 feet) |
| (d) Minimum front yard | 6.1 metres (20 feet) where parking is provided in the front yard. This may be reduced to no |

- less than 2.0 metres (6.56 feet) if parking is located in the side or rear yard.
- (e) Minimum rear yard 6.1 metres (20 feet). Where parking is located in the rear yard, the minimum rear yard setback shall be 9.14 metres (30 feet)
 - (f) Minimum side yard 1.22 metres (4 feet) or 0 metres for adjoining semi-detached dwellings

TOWNHOUSES

6. Buildings to be developed or occupied as townhouses shall comply with the following requirements:

- (a) Minimum lot frontage 6.1 metres (20 feet) per unit
- (b) Minimum lot area 150.04 square metres (1,615 square feet) per Unit
- (c) Maximum height 10.67 metres (35 feet) per unit
- (d) Minimum front yard 6.1 metres (20 feet) where parking is provided in the front yard. This may be reduced to no less than 3.05 metres (10 feet) if parking is located in the rear yard.
- (e) Minimum rear yard 7.62 metres (25 feet). Where parking is located in the rear yard, the minimum rear yard setback shall be 9.14 metres (30 feet).
- (f) Minimum side yard 3.05 metres (10 feet) for end units
- (h) Maximum number of units 8 units
- (i) Minimum unit width 5.5 metres (18 feet)
- (j) All dwelling units in a townhouse shall have a front door that faces the street or driveway.

STACKED TOWNHOUSES

7. Buildings to be developed as stacked townhouses shall comply with the following requirements:

- (a) Minimum lot frontage 4.57 metres (15 feet) per unit
- (b) Minimum lot area 100.34 square metres (1080 square feet) per unit

- (c) Maximum height 10.67 metres (35 feet) for each unit
- (d) Minimum front yard 6.1 metres (20 feet) where parking is provided in the front yard. This may be reduced to 3.05 metres (10 feet) if parking is located in the rear yard.
- (e) Minimum rear yard 7.62 metres (25 feet). Where parking is located in the rear yard, the minimum rear yard setback shall be 9.14 metres (30 feet).
- (f) Minimum side yard 4.57 metres (15 feet) for end units
- (h) Maximum number of units 16 units
- (i) All dwelling units in a stacked townhouse shall have a front door that faces the street or driveway.

SUBDIVISION OF TOWNHOUSE BUILDING

- 8. A townhouse building may be subdivided so that each townhouse unit is on its own lot, provided that the minimum requirements of this zone are met, except that no side yard shall be required along the common lot boundary dividing the townhouse building.

BUILDING FACADES FOR TOWNHOUSE AND STACKED TOWNHOUSE BUILDINGS

- 9. A minimum of 30% of front wall areas shall be windows or doors.
- 10. Townhouse or stacked townhouse buildings shall feature at least one of the following:
 - (a) horizontal variation between dwelling units through such devices as changes in colour, material, and projections and recesses of 0.5 metres (1.6 feet); or
 - (b) vertical variation between dwelling units through such devices as changes in colour, material, and projections and recesses of 0.5 metres (1.6 feet)
- 11. Notwithstanding front yard setback requirements, projections such as eaves, window bays and window treatments of less than 0.75 metres (2.5 feet) shall be permitted.

LANDSCAPED OPEN SPACE AND AMENITY SPACE

- 12. Townhouse and stacked townhouse buildings shall provide a minimum of 35% landscaped open space per site, with a minimum of 13.94 square metres (150 square feet) of outdoor amenity space per dwelling unit.

13. Outdoor amenity space may be in the form of any front yard, rear yard, side yard, deck, balcony, terrace or patio, or any combination thereof.

GARAGE REQUIREMENTS

14. Where a garage is attached to a main dwelling, the garage shall:
- (a) be recessed from the front wall of the dwelling by at least 1 metre; and
 - (b) occupy no more than 50% of the front exterior wall width of any main building.

DRIVEWAY REQUIREMENTS

15. Where possible, driveways shall be paired with a decorative strip between driveways that are a minimum of 30 cm (1 foot) in width to a maximum width of 1.5 metres (4.92 feet).
16. The Development Officer may waive the requirement to pair driveways if design constraints limit the feasibility of pairing driveways including, but not limited to, the placement of services and utilities, grade changes, the curvature of the road or an uneven number of dwellings.
17. The maximum width of any driveway between the curb and front property line shall be 3.66 metres (12 feet) per dwelling, and shall not exceed 4.27 metres (14 feet) in width in the front yard.

ACCESSORY BUILDINGS

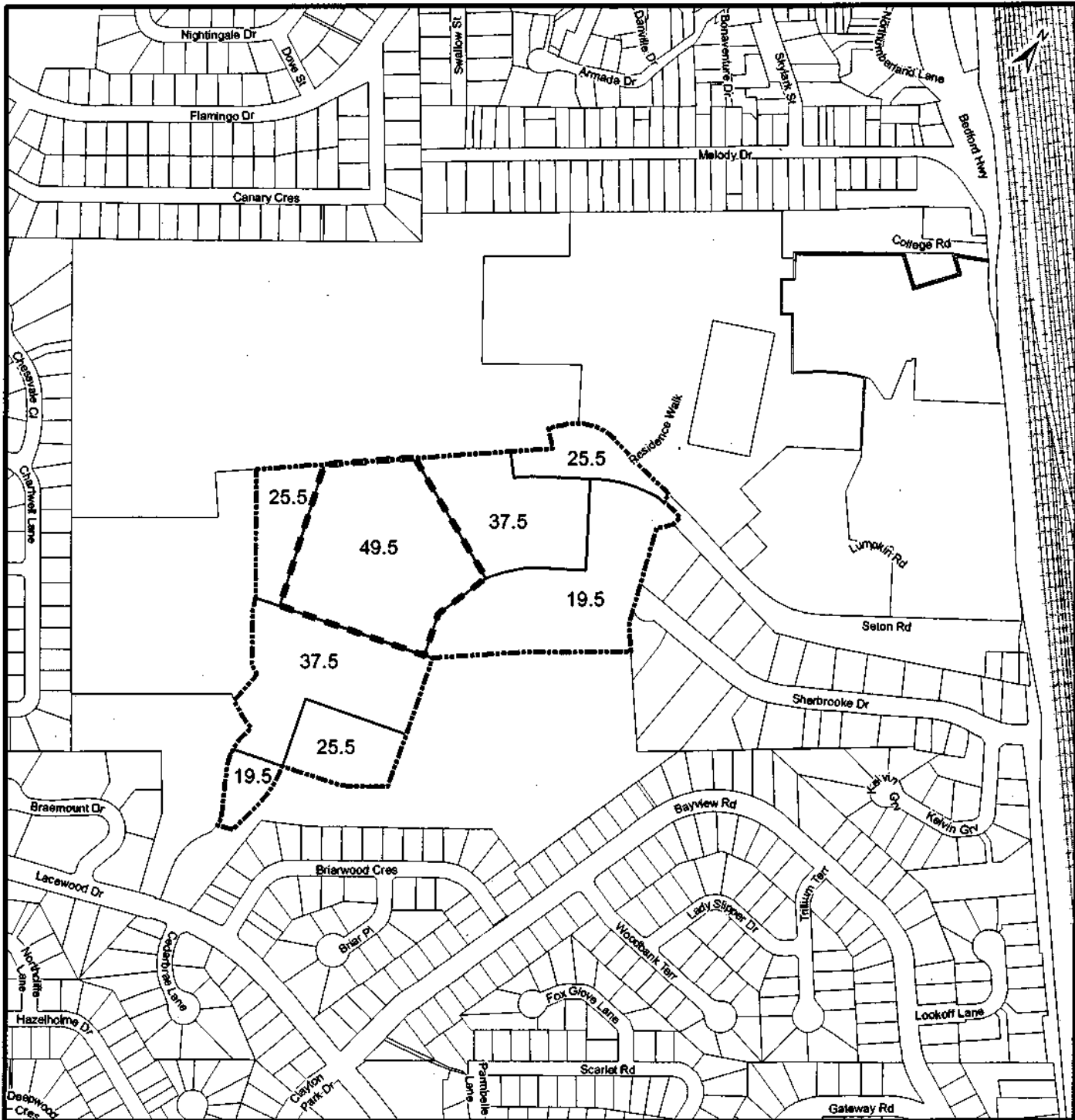
18. (a) Accessory structures shall not:
- i. be used for human habitation;
 - ii. be located within the required front yard of a lot;
 - iii. be built closer than 1.22 metres (4 feet) to any side or rear lot line except for common semi-detached garages which may be centred on the mutual side lot line;
 - iv. exceed 69.7 square meters (750 square feet) in total floor area, except for public buildings and uses; nor
 - v. be built within 1.82 metres (6 feet) of the main building.
- (b) Drop awnings, clothes poles, flag poles, garden trellises, fences, children's play structures, satellite dishes, uncovered decks no higher than 0.61 metres (2 feet) and retaining walls shall be exempted from any of the requirements of this section.
- (c) Garbage collection bins and stalls shall be subject to the accessory structure provisions of this section and shall be fenced or otherwise enclosed by a structure so as not to be visible from any street or adjacent residential property.
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HOME OCCUPATIONS




19. Home occupations shall comply with the provisions of the R-2TA Zone of the Land Use By-law for the Halifax Mainland.

DAY CARE FACILITIES

20. Buildings erected, altered or used for a day care facility shall comply with the following requirements:
- (a) A day care facility shall only be permitted in conjunction with a permitted dwelling, and shall be limited to a maximum of one full storey of the dwelling, which may be the basement storey.
 - (b) A day care facility shall accommodate no more than eight (8) children.
 - (c) Only one day care facility shall be permitted on a lot.
 - (d) Except for outdoor play space, any day care facility shall be wholly contained within a dwelling which is the principle residence of the operator of the facility.
 - (e) One off-street parking space, other than that required for the dwelling, shall be provided. The required parking space shall be 2.44 metres (8 feet) wide by 4.88 metres (16 feet) long, and shall not be in the required front yard.
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**Schedule C6
Heights Map**

-  Applicable Area
-  15.5 Metre Streetwall*
-  Height Boundaries (Heights in metres)

*Streetwall for all remaining areas - 12.5m

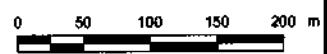
Halifax
Plan Area

30 January 2018

Case 19514

IAHG

HALIFAX



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

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Schedule C7
Collector Road Terms and Conditions

1. The portion of the collector road identified on Schedule C2 as "Potential Steep Grades" shall be heated by a concrete pavement system that uses excess heat from Mount St. Vincent University subject to the following terms and conditions:
 - (a) at no point shall any portion of the collector road exceed a grade of 11.8%;
 - (b) the Developer is solely responsible for all costs associated with the research, development, design and construction of the heated concrete paving system;
 - (c) the Developer agrees to warranty all portions of the collector road that have heated concrete pavement for a minimum of seven (7) years from the time of the acceptance by the Municipality of the primary services, including warranting the entire heating system;
 - (d) the Developer agrees to pay all the costs of operating the heating system for a minimum of seven (7) years from the time of the acceptance by the Municipality of the primary services;
 - (e) the Developer agrees to secure the rights and use of the excess heat from Mount St. Vincent University in perpetuity at no cost to the Municipality;
 - (f) the Developer agrees that the heated concrete paving system is the only design solution which the Municipality is required to consider under this Agreement, and other design solutions will only be considered in accordance with the Municipal Design Guidelines at the sole discretion of the Engineer; and
 - (g) the Developer agrees that if the heated concrete paving system is constructed, the Municipality will only consider taking ownership of the collector road if such system is constructed, installed and functioning to the sole satisfaction of the Engineer.
 2. The Developer agrees to construct an Active Transportation (AT) pathway alongside the collector road, within the general area shown on Schedule C2, that includes a curvilinear design with rest and transition areas to reduce the overall grade of the pathway.
 3. The Developer agrees that any rights secured must be assignable to the Municipality, upon such terms and conditions that are agreeable to the Municipality, prior to the Municipality accepting the collector road.
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