



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

Item No. 10.1.1
Halifax and West Community Council
December 13, 2017
January 23, 2018

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

SUBMITTED BY: Original Signed
Kelly Denty, Acting Director, Planning and Development

DATE: September 21, 2017

SUBJECT: **Case 19858: Development Agreement for 6345 Coburg Road, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

- Application by Ekistics Planning and Design, on behalf of the property owner, to re-develop 6345 Coburg Rd., Halifax with a new, five storey multi-unit dwelling
- January 24, 2017, Regional Council approval of a site-specific MPS amendments to enable the proposed development
- July 25, 2017 Halifax and West Community Council notice of motion to consider the proposed development agreement, as set out in Attachment A of the July 14, 2017 staff report, to allow for a five storey, multiple unit residential development at 6345 Coburg Road, Halifax and schedule a public hearing.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A of this report, to allow for a five storey, multiple unit residential development at 6345 Coburg Road, Halifax and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this report; and

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

BACKGROUND / DISCUSSION

On July 25, 2017, Halifax and West Community Council gave notice of motion to consider the proposed development agreement, as set out in Attachment A of the July 14, 2017 staff report, to allow for a five storey, multiple unit residential development at 6345 Coburg Road, Halifax and schedule a public hearing. This hearing was subsequently scheduled for the September 12, 2017 meeting of Halifax and West Community Council. For more information, please see the original staff report at the following link.

<https://www.halifax.ca/sites/default/files/documents/city-hall/community-councils/170725HWCCItem163.pdf>

In between notice of motion and the scheduled public hearing, the property owner brought on new consultants to the project to complete detailed building drawings in anticipation of future construction. In beginning this work, the new consultant identified several concerns relating to the southeast corner of the site. These concerns related not to planning or design, but instead to engineering and constructability. These concerns were found to be significant enough that changes to this southeast corner of the project were required. Changes include the following:

- Removing 1 of the 2 previously proposed parkade accesses to the site, limiting the overall total number of parkade access points to one within the new design;
- Introduction of a new landscaped setback along the entire extent of the eastern property line measuring 2.36 metres (7'9") in depth which replaces the previously proposed parkade access; and
- Extending the eastern building face 0.89 metres (2'11") closer to the eastern property line and adjacent 4 storey building.

Changes to both the site plan and elevation plans have been made to reflect the above, and are included as schedules within a revised development agreement included as Attachment A of this report. In addition to changes to the schedules of the previously proposed agreement, a single clause has also been deleted relating to a previously proposed retaining wall which was located on the shared eastern property line. This wall is no longer required in the new single parkade access proposal, and as such clause 3.4.1(e) of the previous agreement has been deleted in the revised version attached to this report.

In re-evaluating the amended plans, staff advise Council that the proposal remains reasonably consistent with MPS policy. The policy matrix and analysis as contained within the July 17, 2017 staff report are unchanged and continue to be applicable. As such, staff recommend giving notice of motion to the revised development agreement as set out in Attachment A of this supplementary report, and schedule a public hearing.

COMMUNITY ENGAGEMENT

None to this report.

When the proposed changes to the proposal were presented, it was determined that the scope of changes were too significant to move forward based on the July 25, 2017 Council motion giving first reading and setting a public hearing date. Should Community Council direct staff to schedule a public hearing, it will be fully advertised, and notices re-sent to adjacent land owners as per the standard process.

FINANCIAL IMPLICATIONS

There are no budget implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2017-18 C310 Urban and Rural Planning Applications budget and with existing resources.

RISK CONSIDERATION

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

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in the July 14, 2017 staff report.

ALTERNATIVES

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

ATTACHMENTS

Attachment A Amended Proposed Development Agreement

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Carl Purvis, Planning Applications Program Manager, 902.490.4797

Attachment A – Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 20___,

BETWEEN:

[INSERT NAME OF REGISTERED PROPERTY OWNER],

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 6345 Coburg Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a multiple unit residential development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 1.16 and 1.16.1, Section VI, of the Halifax Municipal Planning Strategy and Section 95.6 of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19858;

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 Halifax Peninsula 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/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 Peninsula 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 Land Use By-law for Halifax Peninsula and Regional Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

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

- (a) **Multiple Unit Residential Development** – shall mean an ‘apartment house’ as defined in the Halifax Peninsula Land Use Bylaw, as amended from time to time.

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 this Agreement and filed in the Halifax Regional Municipality as Case Number 19858:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan & Landscaping
Schedule C	Elevations

3.2 Requirements Prior to Approval

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

3.3 General Description of Land Use

- 3.3.1 The use of the Lands permitted by this Agreement is the following:

- (a) multiple unit residential development; and
- (b) one level of underground parking.

3.4 Siting and Architectural Requirements

Siting

- 3.4.1 The building's siting, bulk and scale shall comply with the following:

- (a) Maximum building height of 17.5 metres, to a maximum of five storeys;
- (b) Maximum streetwall height of 14 metres, to a maximum of four storeys;
- (c) A maximum height of 10.5 metres to a maximum of three storeys for all portions of the building within 12 metres of the north property boundary;

- (d) Required building setbacks a minimum of 2.43 metres in depth on Larch Street and Coburg Road; and
- (f) Elevator, mechanical stairwell enclosures projecting above the roofline may be excluded from the maximum building height, so long as they do not exceed 30 percent of the total roof area nor exceed a height of 3 metres.

3.4.2 Architectural Requirements

Entrances:

3.4.2.1 Building entrances shall comply with the following:

- (a) The primary residential entry, and underground parking entrance, shall be located on Coburg Road.
- (b) Main floor units facing Larch Street, the abutting property of Civic No. 1525 Larch Street, and Coburg Road shall have individual unit entries.
- (c) Corner units may have the individual entry located on either street frontage, but shall not be required to be located on both street frontages.

Dwelling unit variation:

3.4.2.2 Dwelling unit variation shall be required in the building in accordance with the following:

- (a) A minimum 25% of units shall contain two or more bedrooms, with a minimum unit size of 83 square metres; and
- (b) Each floor of the building shall contain a mix of unit types per floor with a minimum of two 2-bedroom units per floor.

Building Materials:

3.4.2.3 High quality and durable building materials shall be used to reflect the prominence of the site.

Roof:

3.4.2.4 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.5 OUTDOOR LIGHTING

- 3.5.1 Lighting shall be directed to the driveway, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.6 LANDSCAPING

- 3.6.1 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.

Landscape Plan:

- 3.6.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

Compliance with Landscaping Plan:

- 3.6.3 Prior to issuance of the first Occupancy Permit 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.
- 3.6.4 Notwithstanding Section 3.6.3 where the weather and time of year do not allow the completion of the outstanding landscape works, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.7 MAINTENANCE

- 3.7.1 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.

Reinstatement:

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

3.8 SIGNS

- 3.8.1 The sign requirements shall be in accordance with the Halifax Peninsula Land Use By-law, as amended from time to time.

3.9 TEMPORARY CONSTRUCTION BUILDING

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

3.10 PARKING

- 3.10.1 A minimum of 15 parking stalls shall be provided within the one level of underground parking.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 Underground Services

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service shall be underground installation.

4.4 Site Preparation in a Subdivision

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

4.5 Outstanding Site Work

4.5.1 Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 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.

4.6 Solid Waste Facilities

4.6.1 The building shall include designated space for five stream source separated waste in accordance with By-law S-600, as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

4.6.2 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 affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

5.1.1 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.

PART 6: VARIANCES AND AMENDMENTS

6.1 Variances

- 6.1.1 The variance provisions of the Halifax Regional Municipality Charter shall not apply to this Agreement.

6.2 Non-Substantive Amendments

- 6.2.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
 - (a) Changes to the landscaping measures as detailed in Section 3.6 or which, in the opinion of the Development Officer, do not conform with Schedule B;
 - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
 - (c) The length of time for the completion of the development as identified in Section 7.5.1 of this Agreement.

6.3 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by 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 development on the Lands has not commenced within four 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 purpose of this section, commencement of development shall mean the installation of the footings and foundation for the proposed building.
- 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 if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Peninsula as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after seven 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 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 (24) 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 30 days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;

- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and 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 Legal Description

ALL that certain lot of land and premises situate, lying and being in the City of Halifax, in the Province of Nova Scotia and including those two certain lots, pieces or parcels of land shown on a plan of Jennings Field in Halifax aforesaid on file in the Crown Lands Office in the City of Halifax and being lots numbered 28 and 29 upon said plan and also including all that portion of the adjoining lot of land which was purchased by the City of Halifax from W. E. Hebb, which lies to the eastward of the east line of Larch Street and all of the said lands being more particularly described as follows:

BEGINNING at a point formed by the intersection of the north side line of Coburg Road with the east side line of Larch Street and

THENCE easterly by the said north side line of Coburg Road for a distance of 101 feet more or less, or to the south-westerly corner of lot numbered 27 upon said plan of Jennings Field (and being at a point on the northern side of Coburg Road distant 68 feet westerly from the corner formed by the intersection of the northern side line of Coburg Road with the western side line of Alexandra Street);

THENCE along the western side of said lot numbered 27 northerly 105 feet 6 inches more or less, to the southern side of lot numbered 25 upon the said plan of Jennings Field;

THENCE along the southern side of lots numbered 25 and 32 upon said plan westerly, 66 feet more or less, to the north-easterly corner of lot numbered 30 upon said plan, and;

THENCE westerly along the northern boundary of the said property formerly of W. E. Hebb, 36 feet 6 inches more or less, until it meets the eastern side of Larch Street;

THENCE southerly by the east line of Larch Street, 102 feet more or less, to the place of beginning.

THE said lands including and being intended to include all those lots conveyed by Herbert P. Storey and wife to Charles H. Potts by deed dated September 24, 1912 and recorded in the Registry of Deeds for the County of Halifax in Book 426, Page 34 and subsequently devised by said Charles H. Potts by his Last Will and Testament, duly admitted to Probate by the Court of Probate for Halifax County to the said Hannah Muriel C. Milson.

SAVING and EXCEPTING land conveyed to City of Halifax for widening the northern boundary of Coburg Road, as referenced in the Deed in Book 699 at Page 13.

BEING the same lands and premises conveyed to Hon. John Doull by Hannah Muriel C. Milson and Reginald A. Milson, by deed dated July 17, 1934, recorded in the Registry of Deeds at Halifax in Book 699, Page 13;

AND Being the same lands conveyed by deed dated September 30, 1957 and recorded at the Registry of Deeds Office at Halifax in Book 1494, Page 153;

THE AFORESAID described being the subject of a Boundary Line Agreement, which establishes the eastern boundary of the above described lot, by reference to said agreement in Book 1537 at Page 610.

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

Not Subject To:

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

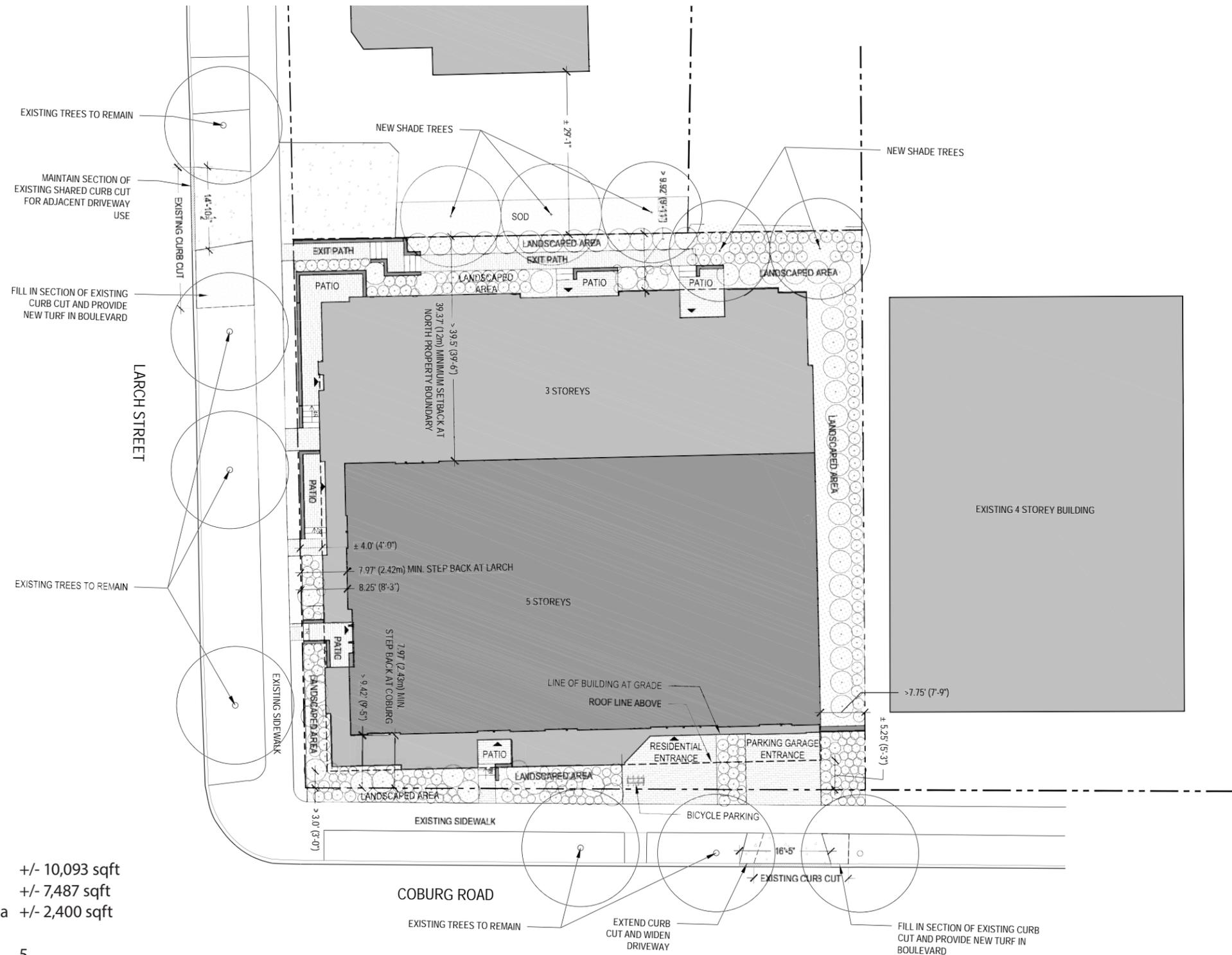
6345 COBURG ROAD
PROPOSED RESIDENTIAL
BUILDING

document title
SCHEDULE B

firm Ekistics Plan + Design
address 1 Starr Lane, Dartmouth
Nova Scotia B2Y 4V7
phone 902 464 4447
web www.form-media.ca

REVISIONS

2017.09.07 REVISED DESIGN

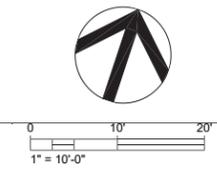


PROJECT DATA:

Lot Area: +/- 10,093 sqft
Building Footprint: +/- 7,487 sqft
Landscaped Open Area +/- 2,400 sqft

Units: Studio 5
1 Bedroom 5
1 Bed+Den 8
2 Bed 10
Total: 28 units

Parking: +/- 17 Spaces



DRAWING

job number 17-059
drawn by RM
review by CC
scale n.t.s.
sheet size 11x17 (tabloid)
submitted on 08 SEPT, 2017
output on 08 SEPT, 2017
drawing title

SITE PLAN

drawing number

001

6345 COBURG ROAD
PROPOSED RESIDENTIAL
BUILDING

document title
SCHEDULE C

firm Ekistics Plan + Design
address 1 Starr Lane, Dartmouth
Nova Scotia B2Y 4V7
phone 902 464 4447
web www.form-media.ca

REVISIONS

2017.09.07 REVISED DESIGN

MAXIMUM
BUILDING HEIGHT
203' - 0 7/16"

Roof
193' - 3 1/2"

Level 5
183' - 0 1/2"

Level 4
173' - 3 1/2"

Level 3
163' - 6 1/2"

Level 2
153' - 9 1/2"

Level 1
143' - 3 1/2"



LINEAR ACCENT; LIGHT TO
MEDIUM TONED COMPOSITE
OR METAL PANEL SYSTEM
OR SIMILAR

GLASS GUARD RAILS (TYP.)

GREY OR SILVER
ALUMINUM WINDOW
FRAMES & ACCENT PANELS
(TYP.)

LIGHT TO MEDIUM TONED
BRICK/STONE MASONRY
VENEER OR SIMILAR

ENTRANCE FACADE
ACCENT; COMPOSITE OR
METAL PANEL SYSTEM OR
SIMILAR

E GRADE
145' - 7 1/2"

CONTINUOUS PLANTING BED
ALONG FACADE FACE EXCEPT
AT UNIT OR BUILDING
ENTRANCES

LINEAR ACCENT; LIGHT TO
MEDIUM TONED COMPOSITE
OR METAL PANEL SYSTEM OR
SIMILAR

CONTINUOUS PLANTING
BED ALONG SIDELOT

DRAWING

job number 17-059
drawn by RM
review by CC
scale n.t.s.
sheet size 11x17 (tabloid)
submitted on 08 SEPT, 2017
output on 08 SEPT, 2017
drawing title

SOUTH ELEVATION

drawing number

002

REVISIONS

2017.09.07 REVISED DESIGN

MAXIMUM BUILDING HEIGHT	203' - 0 7/16"
Roof	193' - 3 1/2"
Level 5	183' - 0 1/2"
Level 4	173' - 3 1/2"
Level 3	163' - 6 1/2"
Level 2	153' - 9 1/2"
Level 1	143' - 3 1/2"
Level P1	133' - 3 1/2"



LINEAR ACCENT; LIGHT TO MEDIUM TONED COMPOSITE OR METAL PANEL SYSTEM OR SIMILAR

GLASS GUARD RAILS (TYP.)

GREY OR SILVER ALUMINUM WINDOW FRAMES & ACCENT PANELS (TYP.)

LIGHT TO MEDIUM TONED BRICK/STONE MASONRY VENEER OR SIMILAR

LINEAR ACCENT; LIGHT TO MEDIUM TONED COMPOSITE OR METAL PANEL SYSTEM OR SIMILAR

CONTINUOUS PLANTING BED ALONG FACADE FACE EXCEPT AT UNIT OR BUILDING ENTRANCES

LINEAR ACCENT; LIGHT TO MEDIUM TONED COMPOSITE OR METAL PANEL SYSTEM OR SIMILAR

CONTINUOUS PLANTING BED ALONG REAR LOT

DRAWING

job number 17-059
drawn by RM
review by CC
scale n.t.s.
sheet size 11x17 (tabloid)
submitted on 08 SEPT, 2017
output on 08 SEPT, 2017
drawing title

WEST ELEVATION

drawing number

003

REVISIONS

2017.09.07 REVISED DESIGN

MAXIMUM
BUILDING HEIGHT
203' - 0 7/16"

Roof
193' - 3 1/2"

Level 5
183' - 0 1/2"

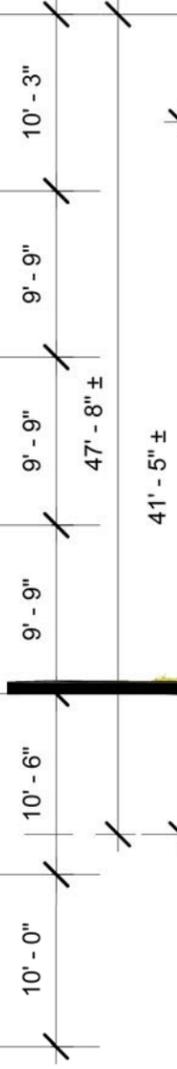
Level 4
173' - 3 1/2"

Level 3
163' - 6 1/2"

Level 2
153' - 9 1/2"

Level 1
143' - 3 1/2"

Level P1
133' - 3 1/2"



LINEAR ACCENT; LIGHT TO MEDIUM TONED COMPOSITE OR METAL PANEL SYSTEM OR SIMILAR

GLASS GUARD RAILS (TYP.)

GREY OR SILVER ALUMINUM WINDOW FRAMES & ACCENT PANELS (TYP.)

LIGHT TO MEDIUM TONED BRICK/STONE MASONRY VENEER OR SIMILAR

LINEAR ACCENT; LIGHT TO MEDIUM TONED COMPOSITE OR METAL PANEL SYSTEM OR SIMILAR

AVERAGE GRADE
145' - 7 1/2"

CONTINUOUS PLANTING BED & LANDSCAPED STAIRCASE ALONG REAR FACADE FACE EXCEPT AT UNIT OR BUILDING ENTRANCES

DRAWING

job number 17-059
drawn by RM
review by CC
scale n.t.s.
sheet size 11x17 (tabloid)
submitted on 08 SEPT, 2017
output on 08 SEPT, 2017
drawing title

NORTH ELEVATION

drawing number

004

REVISIONS

2017.09.07 REVISED DESIGN

**MAXIMUM
BUILDING HEIGHT**
203' - 0 7/16"

Roof
193' - 3 1/2"

Level 5
183' - 0 1/2"

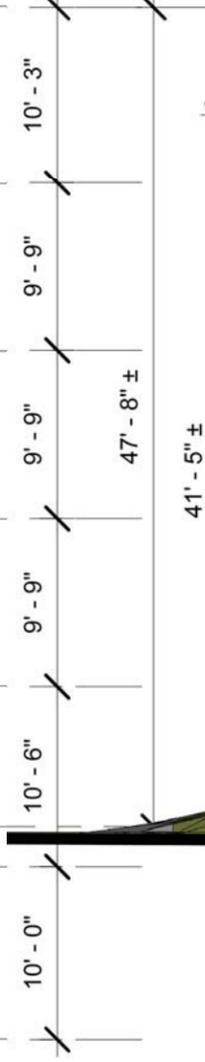
Level 4
173' - 3 1/2"

Level 3
163' - 6 1/2"

Level 2
153' - 9 1/2"

Level 1
143' - 3 1/2"

Level P1
133' - 3 1/2"



345

LINEAR ACCENT; LIGHT TO MEDIUM TONED COMPOSITE OR METAL PANEL SYSTEM OR SIMILAR

GLASS GUARD RAILS (TYP.)

GREY OR SILVER ALUMINUM WINDOW FRAMES & ACCENT PANELS (TYP.)

LIGHT TO MEDIUM TONED BRICK/STONE MASONRY VENEER OR SIMILAR

LINEAR ACCENT; LIGHT TO MEDIUM TONED COMPOSITE OR METAL PANEL SYSTEM OR SIMILAR

AVERAGE GRADE
145' - 7 1/2"

CONTINUOUS PLANTING BED ALONG SIDE LOT

ENTRANCE FACADE ACCENT; COMPOSITE OR METAL PANEL SYSTEM OR SIMILAR

DRAWING

job number 17-059
drawn by RM
review by CC
scale n.t.s.
sheet size 11x17 (tabloid)
submitted on 08 SEPT, 2017
output on 08 SEPT, 2017
drawing title

EAST ELEVATION

drawing number

005