



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

**Item No. 10.1.3**  
**North West Community Council**  
**November 16, 2015**

**TO:** Chair and Members of the North West Community Council

**SUBMITTED BY:** Original Signed  
\_\_\_\_\_  
Bob Bjerke, Chief Planner and Director, Planning and Development

**DATE:** October 20, 2015

**SUBJECT:** **Case 18514: Amendments to the Bedford South, Wentworth and Bedford West Secondary Planning Strategies for Sub Area 9 of Bedford West and Wentworth (Cresco Lands), Bedford and Halifax**

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**SUPPLEMENTARY REPORT**

**ORIGIN**

- On January 28, 2015 Halifax and West Community Council and North West Community Council approved substantive amendments to the Bedford West Sub Area 9 development agreement and Wentworth (Cresco Lands) development agreement.

**LEGISLATIVE AUTHORITY**

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

**RECOMMENDATION**

It is recommended that the **Halifax and West Community Council and North West Community Council:**

1. Approve the corrected amending development agreement document for execution, as contained in Attachment A of this report; and
2. Require that the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval of said agreement by Council and any other bodies as necessary, including applicable appeal periods whichever is later; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

**RECOMMENDATIONS CONTINUED ON PAGE 2**

It is recommended that the **North West Community Council:**

3. Approve the corrected amending development agreement document for execution, as contained in Attachment B of this report; and

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

## **BACKGROUND**

On November 18, 2014, Halifax Regional Council held a joint public hearing with Halifax and West and North West Community Councils to consider: a) proposed amendments to the Bedford West Secondary Planning Strategy (SPS), Wentworth SPS and Bedford South SPS as contained in the Bedford Municipal Planning Strategy (MPS) and Halifax MPS; and b) proposed amending development agreements for Bedford West Sub Area 9 and Bedford South/Wentworth (Cresco Lands).

The proposed MPS amendments and amending agreements enable the transfer of dwelling units from Bedford West Sub Area 9 to Bedford South/Wentworth (Cresco Lands) as well as various other amendments relating to land use, road networks, parkland and other matters. Regional Council approved the amendments to the Bedford West SPS, the Bedford South SPS and the Wentworth SPS.

On January 28, 2015, Halifax and West Community Council and North West Community Council approved amending development agreements for Bedford West Sub Area 9 and Wentworth subdivision (Cresco Lands) in Bedford and Halifax. The decisions of Council on both agreements were not appealed.

## **Required Corrections**

Prior to execution of the agreements by the Municipality, the two corrections were identified:

- Both approved development agreements were missing references to the property descriptions to which the agreements would be registered against at the Land Registry; and
- The Developer subdivided land in the Wentworth area and sold the newly subdivided parcel to another party. However the Municipality had not yet signed the agreement, therefore the new land owner must now become a party to the Wentworth agreement; and

In addition to the corrections, the time period for the signing of the development agreement has expired.

## **Council Jurisdiction / Process**

The lands subject to the amending development agreements are within the jurisdictions of both the North West Community Council and the Halifax and West Community Council (Map 1) as follows:

- North West Community Council has jurisdiction over the lands covered by the majority of the Bedford West Sub Area 9 development agreement (Attachment A) and the lands included within the Bedford South/Wentworth Cresco development agreement (Attachment B); and
- Halifax and West Community Council has jurisdiction over a portion of the lands covered by the proposed amendments to the Bedford West Sub Area 9 development agreement (Attachment A).

As a result of the jurisdictional overlap, the decision on the proposed amendments to Bedford West Sub Area 9 (Attachment A) would have to be a joint decision between North West Community Council and Halifax and West Community Council.

## **DISCUSSION**

As a means of addressing the corrections identified in this report, Bedford West Sub Area 9 Development Agreement and Wentworth (Cresco Lands) Development Agreement are amended as follows:

- Legal descriptions of the affected parcels have been inserted into the preamble of the Agreements (Attachments A and B); and
- Signatory sections of the Agreements have been updated by including new signatory lines (Attachments A and B).

It is important to note the required corrections have no effect on the intent of the development agreements that were previously approved. Both Community Councils are able to approve the amendments to the amending development agreements by motion. A new public hearing is not required. Upon Council's decision, the amending development agreements must be resigned by the Developer(s) within 120 days before the agreements can be authorized for execution by the Municipality.

## **FINANCIAL IMPLICATIONS**

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2015/16 budget with existing resources.

## **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and is described in the September 22, 2014 and January 20, 2015 staff reports<sup>1</sup>.

## **ENVIRONMENTAL IMPLICATIONS**

No additional concerns have been identified.

## **ALTERNATIVES**

1. North West Community Council and/or Halifax and West Community may choose to approve the proposed amending development agreements subject to modifications. This may necessitate further negotiation with the applicant, a supplementary staff report and a public hearing. A decision of Community Council to approve potential amendments is appealable to the Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council and/or Halifax and West Community Council may choose to refuse the proposed amending agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended. A decision of Council to reject this amending agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

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<sup>1</sup> <http://www.halifax.ca/council/agendasc/documents/141118ca92.pdf>  
[http://www.halifax.ca/Commcoun/west/documents/150128hwcc\\_Redacted.pdf](http://www.halifax.ca/Commcoun/west/documents/150128hwcc_Redacted.pdf)

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**ATTACHMENTS**

Map 1	Community Council Boundaries
Attachment A	Corrected 1 <sup>st</sup> Amending Development Agreement – Bedford West Sub Area 9 as approved by Community Council on January 28, 2015
Attachment B	Corrected 1 <sup>st</sup> Amending Development Agreement – Wentworth (Cresco Lands) as approved by Community Council on January 28, 2015

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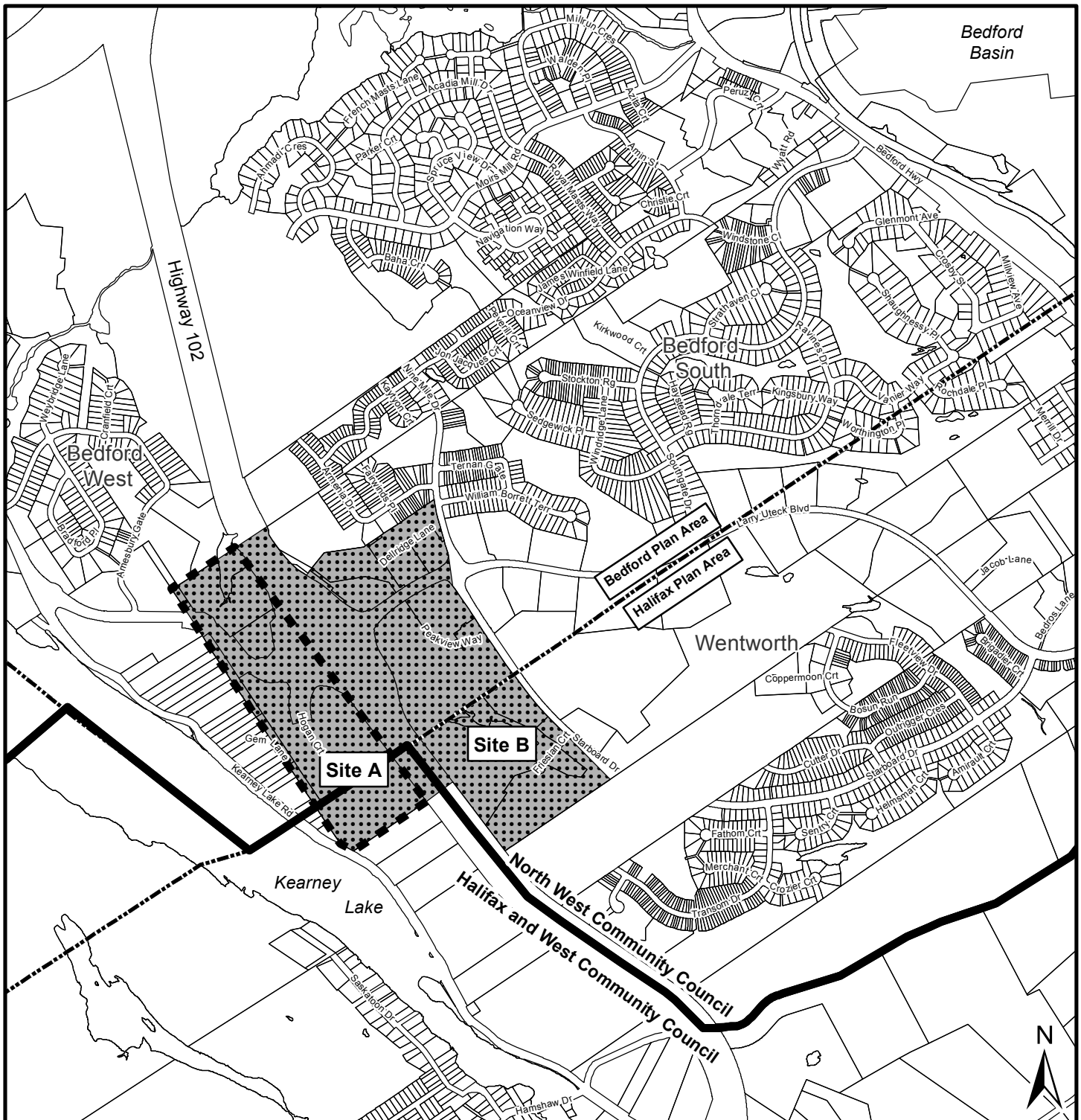
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902-490-4210, or Fax 902-490-4208.

Report Prepared by: Andrew Bone, Senior Planner, Development Approvals, 902-490-6743

Original Signed



Report Approved by: \_\_\_\_\_  
Kurt Pyle, Acting Manager of Development Approvals, 902-490-6011

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## Map 1 - Community Council Boundaries

Bedford West and Bedford South

-  Area of proposed amendments
-  Community Council boundary

Bedford Plan Area  
Halifax Plan Area

**HALIFAX**

0 200 400 m

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

**Attachment A**  
**Corrected 1<sup>st</sup> Amending Development Agreement – Bedford West Sub Area 9**  
**as approved by Community Council on January 28, 2015**

THIS AMENDING AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**

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,  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Larry Uteck Boulevard, Bedford and Halifax and which said lands are more particularly described in Schedule A and illustrated in Schedule A-1 hereto (hereinafter called the "Lands");

WHEREAS Cresco Holdings Limited and Halifax Regional Municipality previously entered into an agreement to allow for development of a residential mixed use subdivision at Sub Area 9 Bedford West, Kearney Lake Road, Bedford, the said Agreement being recorded at the Registry of Deeds at Halifax as Document 100634063 (hereinafter called the "Existing Agreement") (referenced as Municipal Case Number 16666);

AND WHEREAS the Developer requested to amend the Existing Agreement to permit the transfer of 118 dwelling units from Bedford West Sub Area 9 to Cresco's Wentworth Lands by entering into this amending agreement (hereinafter called the First Amending Agreement) (referenced as Municipal Case Number 18514); and

AND WHEREAS the North West Community Council and Halifax and West Community Council of Halifax Regional Municipality, at its meeting on January 28, 2015, approved this request;

AND WHEREAS the North West Community Council and Halifax and West Community Council of Halifax Regional Municipality, at its meeting on INSERT DATE, approved this corrected amending development agreement and extended timeframe for signature of this corrected amending development agreement;

WITNESSETH THAT in consideration to the granting by the Municipality of this Amending Agreement requested by the Developer, the Developer agrees as follows:

1. The Existing Agreement shall be amended by adding the following text after Section 2.2(f):

“(g) “Private Open Space” means any land which is in private ownership and that

remains undeveloped and has no buildings or other built structures upon it.”

2. The Existing Agreement shall be amended by deleting the text “318” in Section 3.3.2 and replacing it with the text “200”.
3. The Existing Agreement shall be amended by adding the text “Building lots shown on the schedules are conceptual in nature, the exact quantity and location of lots are not defined by this agreement and are subject to the lot provisions in Section 3.4.” to Section 3.3.4 after the text “of this agreement.”.
4. The Existing Agreement shall be amended by deleting the text “and Q” from Sections 3.4.1(a).
5. The Existing Agreement shall be amended by deleting the text “except the podium identified on Schedule Q shall be setback and configured in a manner, which in the opinion of the Development Officer, precludes a disturbance of the riparian buffer during construction” in Section 3.4.1a).
6. The Existing Agreement shall be amended by deleting both occurrences of the text “and Q” in Section 3.4.1a)iv.).
7. The Existing Agreement shall be amended by deleting the text “and Q” in Section 3.4.1a)v.).
8. The Existing Agreement shall be amended by deleting the text “or Q” in Section 3.4.1b).
9. The Existing Agreement shall be amended by adding Section 3.4.2A as follows after Section 3.4.2:

“3.4.2A Notwithstanding Schedule B and K, N and P, nothing in this agreement shall prevent the establishment of mixed use, residential and commercial, developments on Block CMR-1. For mixed use developments no subdivision approval or municipal development permit shall be granted for any mixed use development except in accordance with the following provisions:

- |     |                        |   |
|-----|------------------------|---|
| (a) | Minimum lot frontage:  | 30.48 metres (100 feet)   |
| (b) | Minimum lot area:      | 929 square metres (10,000 square feet).   |
| (c) | Minimum front yard:    | 4.57metres (15 feet) or one half the height of the building, whichever is greater.  |
| (d) | Minimum side yard:     | 4.57metres (15 feet) or one half the height of the building, whichever is greater.  |
| (e) | Minimum rear yard:     | 4.57 metres (15 feet) or one half the height of the building, whichever is greater. |
| (f) | Minimum flankage yard: | 4.57metres (15 feet); 7.6 metres (25 feet) vision triangle for corner lots)         |
| (g) | Maximum lot coverage:  | 50%   |
| (h) | Building height        | 12 storeys facing Road A  |

- (i) Commercial development within mixed use buildings shall not be located above the second storey.
  - (j) for residential land uses, underground parking shall be provided to satisfy a minimum of fifty percent (50)% of the parking requirements of the Land Use By-Law.
  - (k) the residential portion of the building conforms with the architectural design criteria for apartment buildings under Schedule I; and
  - (l) the commercial portion of the development conforms with the General Commercial Guidelines and Requirements and General Commercial Uses under Schedules G and H.”
  
- 10. The Existing Agreement shall be amended by adding the following text after Section 3.6.5:
 

“3.6.6 Notwithstanding Section 3.6.1, lands identified as Lot MR-2 on Schedule B shall be used as public open space, public parkland, or private open space. It shall be at the discretion of the Municipality whether the MR-2 lands are accepted as public parkland or public open space. Should the lands not be accepted by the Municipality, the developer shall use the lands as private open space.”
  
- 11. The Existing Agreement shall be amended by deleting Section 3.10.8 and replacing it with the following :
 

“3.10.8 Access to Kearney Lake Connector (Larry Uteck Boulevard) shall be limited to road intersections. Driveway access to lands designated parkland shall be permitted from the Kearney Lake Connector subject to the review of Development Engineering and the Nova Scotia Department of Transportation and Infrastructure Renewal”
  
- 12. The Existing Agreement shall be amended by deleting Section 4.2.4.
  
- 13. The Existing Agreement shall be amended by deleting Section 4.4.4 and replacing it with the following text:
 

“4.4.4 Prior to the First Amending Agreement, the maximum population permitted by this agreement was 1476 persons. 265.5 persons (118 multiple unit dwelling units) of the maximum population has been transferred from this agreement to the Bedford South side of the Larry Uteck Boulevard interchange. The Developer shall not be eligible for the transferred units under this agreement. The remaining population permitted by this agreement is 1210.5. Density may be transferred from lot to lot as required within the bounds of this agreement.

4.4.4A Prior to permits being issued for Block WS1 Building B (in the Wentworth SPS), infrastructure charges shall be paid for the following sites:

  - 1. MR-2 Parkland;
  - 2. Future HRM Open Space; and
  - 3. Future Parkland ‘B’

Further for the purposes of calculating infrastructure charges, the 118 units being relocated to the Wentworth SPS shall be assigned to site MR-2.”
  
- 14. The Existing Agreement shall be amended by deleting Schedule B and replacing it with a new Schedule B, attached as Schedule E-1.



15. The Existing Agreement shall be amended by deleting Schedule K and replacing it with a new Schedule K, attached as Schedule E-2.
16. The Existing Agreement shall be amended by deleting Schedule N and replacing it with a new Schedule N, attached as Schedule E-3.
17. The Existing Agreement shall be amended by deleting Schedule P and replacing it with a new Schedule P, attached as Schedule E-4.
18. The Existing Agreement shall be amended by deleting Schedule Q.

**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: \_\_\_\_\_

\_\_\_\_\_  
Witness

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

=====

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

=====

**HALIFAX REGIONAL MUNICIPALITY**

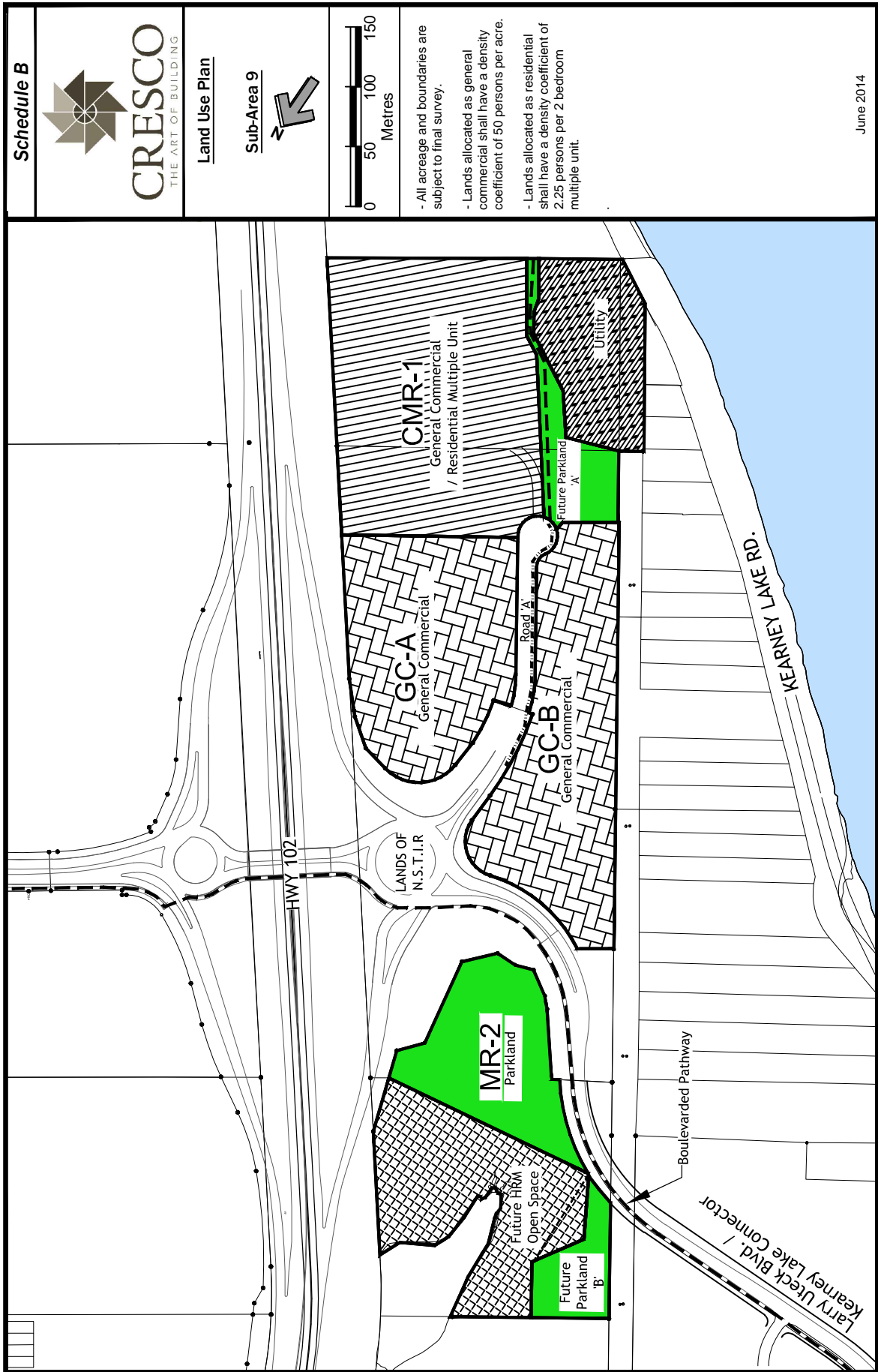
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Witness

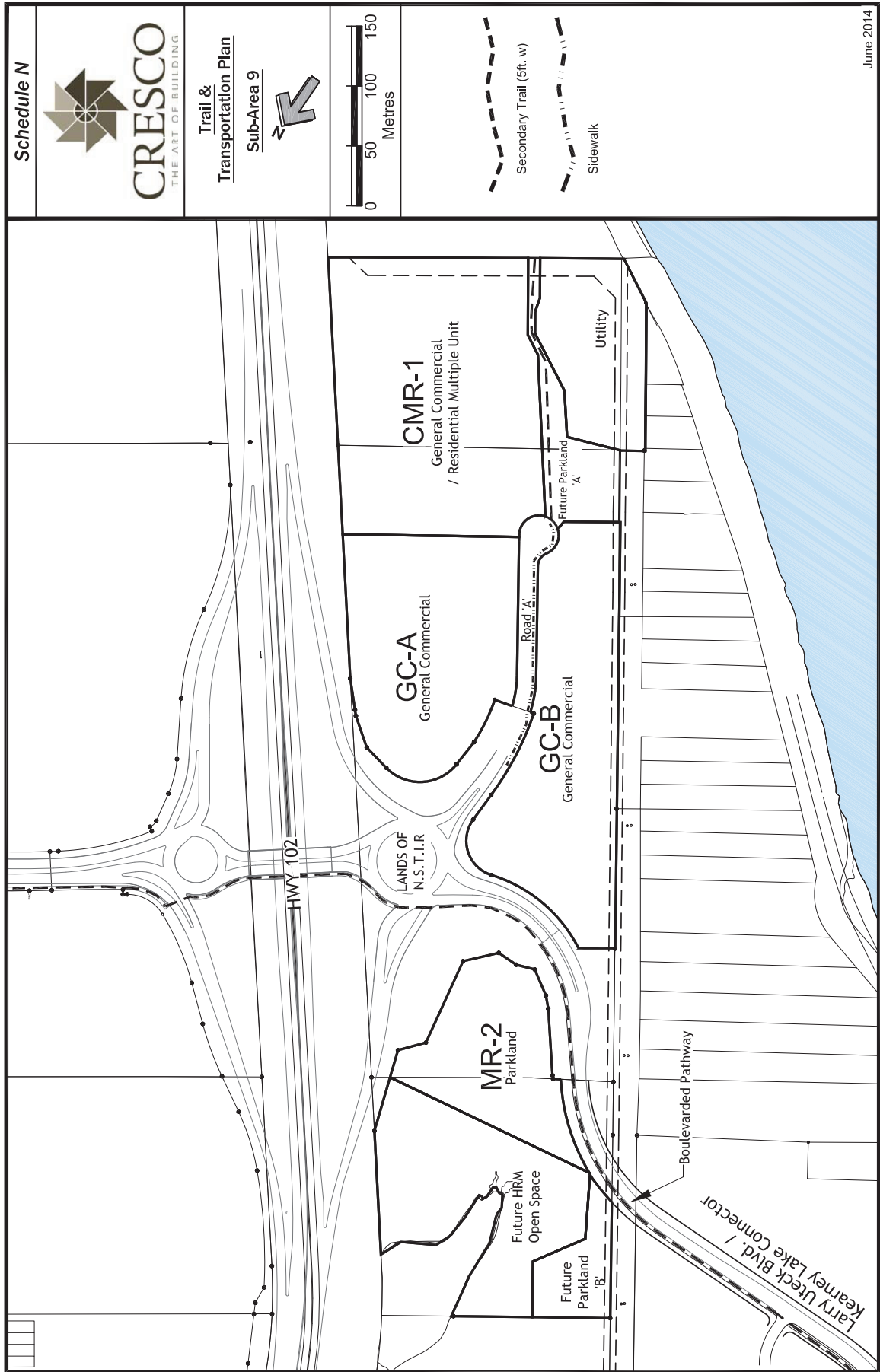
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Municipal Clerk

# Schedule E-1

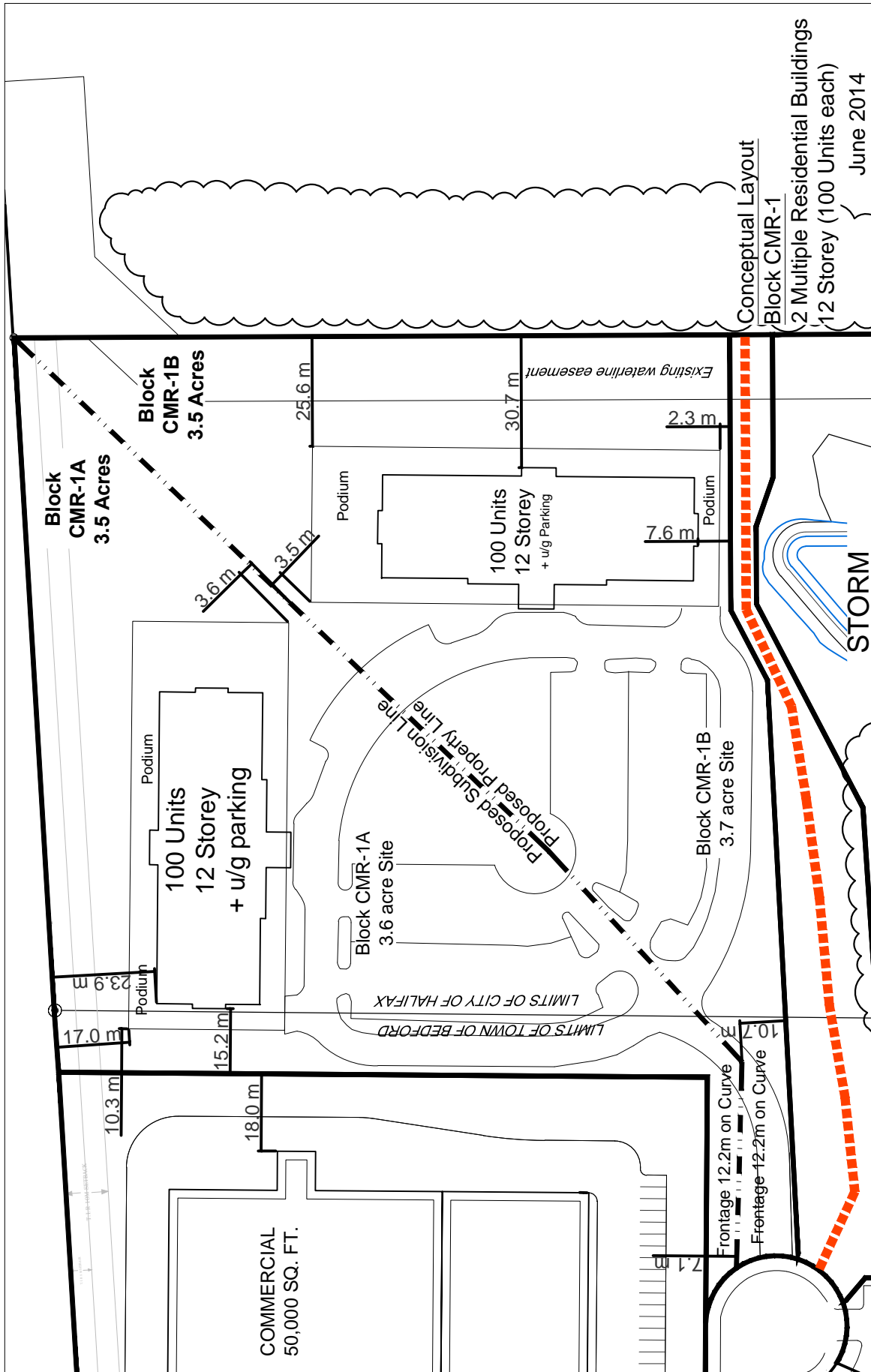




# Schedule E-3



Schedule P



**Attachment B**  
**Corrected 1<sup>st</sup> Amending Development Agreement – Wentworth (Cresco Lands) as  
approved by Community Council on January 28, 2015**

THIS AMENDING AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_

BETWEEN:

**[Insert Name of Corporation/Business LTD.]**

a body corporate, in the Province of Nova Scotia

-and-

**[Insert Name of Corporation/Business LTD.]**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY,**

a municipal body corporate,  
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Starboard Drive and Friesian Court, Halifax and which said lands are more particularly described in Schedule A and illustrated in Schedule A-1 hereto (hereinafter called the "Lands");

WHEREAS Cresco Holdings Limited and Halifax Regional Municipality previously entered into an agreement to allow for development of a residential mixed use subdivision at Bedford South/Wentworth, Starboard Drive, Halifax, the said Agreement being recorded at the Registry of Deeds at Halifax as Document 94191039 (hereinafter called the "Existing Agreement") (referenced as Municipal Case Number 01194);

AND WHEREAS the Developer requested to amend the Existing Agreement to transfer 118 dwelling units from Bedford West Sub Area 9 and reconfigure multiple unit dwellings on the mixed use business campus lands, establish a community commercial land use, permit reduced road frontage and area wide for single unit dwelling lots, reconfigure parkland, and reconfigure roads by entering into this amending agreement (hereinafter called the First Amending Agreement) (referenced as Municipal Case Number 18514); and

AND WHEREAS the North West Community Council of Halifax Regional Municipality, at its meeting on the January 28, 2015, approved this request;

AND WHEREAS the North West Community Council of Halifax Regional Municipality, at its meeting on INSERT DATE, approved this corrected amending development agreement document for execution and extended timeframe for signature of this corrected amending development agreement;

WITNESSETH THAT in consideration to the granting by the Municipality of this Amending Agreement requested by the Developer, the Developer agrees as follows:

1. The Existing Agreement shall be amended by deleting the text "Schedule B-1: Road Network Options" from Section 3.1.
2. The Existing Agreement shall be amended by deleting the text "12.19 metres (40 feet)" in Section 3.5.1(a) and replacing it with the text "13.72 metres (45 feet)"
3. The Existing Agreement shall be amended by deleting the text "371.6 square metres (4000 square feet)" in Section 3.5.1(b) and replacing it with the text "418 square metres (4500 square feet)"
4. The Existing Agreement shall be amended by deleting the text "4.57 metres(15 feet)" in Section 3.5.1(c) and replacing it with the text "6.10 metres (20 feet)"
5. The Existing Agreement shall be amended by adding the following text after Section 3.5.1:

"3.5.1A No subdivision approval or development permit shall be granted for any single unit dwelling designated "small lot singles" on Schedule B except in accordance with the following provisions:

- (a) Minimum lot frontage: 10.36 metres (34 feet)
- (b) Minimum lot area: 315.9 square metres (3,400 square feet)
- (c) Minimum front yard: 6.10 metres (20 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 1.83 metres (6 feet)
- (f) Minimum flankage yard: 4.57 metres (15 feet)
- (g) Minimum separation between buildings: 3.66 metres (12 feet) except for garages permitted under Section 3.5.5
- (h) Maximum lot coverage: 35%
- (i) Maximum building height: 9.14 metres (30 feet)
- (j) Maximum driveway width: 3.66 metres (12 feet)
- (k) each dwelling shall be served with a hard surface driveway that extends from the street curb cut to the front facade of the building and a parking space for an automobile in the dwelling measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length.
- (l) The width of an attached garage shall not exceed 4.27 metres (14 feet).
- (m) Where a lot fronts on both Starboard Drive and local street, driveway access for the lot shall be from the local street."

6. The Existing Agreement shall be amended by adding the following words after Section 3.5.3(i):

"(j) Notwithstanding 3.5.3(g), side yards for Block WS-1 as shown on Schedule K may be reduced to 0 meters (0 feet) at the shared property line bisecting the parking podium provided the main buildings on each lot maintains a separation distance from each other equal to the height of the taller of the two buildings. Further, the parking podium shall be permitted to maintain a 3 meter (10feet) sideyard where the parking podium is at or below grade and the main building maintains the prescribed setback in Section 3.5.3(g). Side yards for accessory

structures on the podium at the shared property line shall be 20 feet (6.1metres).”

7. The Existing Agreement shall be amended by adding the following text after Section 3.5.4:

“3.5.4A Subdivisions or development approvals for lands designated “townhouses/small lot singles” shall comply with the proposed land use as identified in Section 3.5.1A and 3.5.2.”

“3.5.4B No subdivision approval or municipal development permit shall be granted for any neighbourhood commercial development except in accordance with the following provisions:

- (a) Minimum lot frontage: 30.48 metres (100 feet);
- (b) Minimum lot area: 929 square metres (10,000 square feet);
- (c) Minimum front yard: 6.1metres (20 feet);
- (d) Minimum side yard: 4.57 metres (15 feet);
- (e) Minimum rear yard: 6.1metres (20 feet) (15 feet) or one Half the height of the building, whichever is greater;
- (f) Minimum flankage yard: 4.57 metres (15 feet)); 7.6 metres (25 feet) vision triangle for corner lots);
- (g) Maximum lot coverage: 50%;
- (h) Building height: two storeys above grade facing the street;
- (i) the development conforms with the Community Commercial Guidelines and Requirements and Community Commercial Uses under Schedules O and P.”

8. The Existing Agreement shall be amended by adding the following words after Section 3.10.2:

“3.10.3 The Developer shall construct privacy fence consisting of a solid board wood fence or equivalent between the parking area of the Community Commercial lands and the northern property line. The fence(s) shall be a minimum of five feet (1.52m) in height.”

9. The Existing Agreement shall be amended by adding the following words after Section 3.13.1:

### **“3.14 SUBDIVISION OF THE LANDS**

Subdivision applications shall be submitted to the Development Officer in accordance with the phasing sequence identified below and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:

3.14.1 All subdivision of the Lands shall meet the requirements of the Subdivision By-law except where varied by this agreement.

3.14.2 This Agreement shall be deemed to meet the requirements of the Subdivision By-law with respect to concept plan approval.

3.14.3 Prior to occupancy of any dwelling unit, the final parcel on which the dwelling unit is located shall be created through the subdivision process.



3.14.4 Final subdivision applications shall be submitted to the Development Officer in accordance with Schedule G and the Development Officer shall grant subdivision approvals for the phase for which approval is sought subject to and in accordance with the following terms and conditions:

- (a) Applications for subdivision approval shall encompass entire phases of the development as indicated on the Schedules;
- (b) Applications for subdivision approval shall be submitted in the alphanumeric sequence identified on Schedule G.
- (c) Final subdivision approval for any phase shall not be granted until final approval has been granted for the previous Phase;
- (d) Notwithstanding subsection 3.14.4 (c), the Development Officer may grant final subdivision approval of a Phase prior to granting final approval for the previous phase 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 phase is non-essential to the greater service network; and
- (e) The Development Officer may grant final subdivision approval for partial Phases of the development.
- (f) Notwithstanding 3.9.4 (c), the Development Officer, in consultation with the Development Engineer, may vary the sequence of phasing provided there are no negative effects of the proposed phasing change.
- (g) The developer agrees that the construction of Starboard Drive in Phase 2A shall be complete and conveyed to the Municipality by no later than October 31, 2015. Should Starboard Drive not be complete by October 31, 2015, the Development Officer shall not issue any further permits until the street is complete and conveyed to the Municipality.
- (h) Occupancy of Building C in Phase 1B shall not take place until Starboard Drive in Phase 2A is complete.

3.14.5 Building lots shown on the schedules are conceptual in nature, the exact quantity and location of lots are not defined by this agreement.

3.14.6 Where lots are being approved that may overlap into an adjacent development agreement within the Wentworth Comprehensive Development District, and the lot has frontage on the portion of a street which is pursuant to this Agreement, the lot(s) shall be approved at the Development Officers discretion, pursuant to this Agreement.

### **3.15 ACTIVE TRANSPORTATION TRAIL**

The Developer shall provide to the Municipality at no cost, upon written request by the Municipality, the land identified on Schedule Q as Linear Active Transportation Trail. Should this request not be made within three years from this amendment, January 28, 2015, this clause shall be null and void.

### **3.16 HOURS OF OPERATION**

3.16.1 The Community Commercial land uses shall be permitted to operate between the hours of 6:00 am and 11:00pm Sunday through Saturday.

3.16.2 Deliveries to the Community Commercial land uses, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

3.16.3 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.”

10. The Existing Agreement shall be amended by deleting Section 4.3.1A.
11. The Existing Agreement shall be amended by adding the following words after Section 4.5.2:

“4.5.2A Notwithstanding the maximum overall density of 20 persons per acre identified in Section 4.5.2, the Developer shall be permitted to build an additional 118 units (265.5 persons) on the multiple unit dwelling site on the west side of Starboard Drive.”
12. The Existing Agreement shall be amended by adding the following text after Section 4.6:

**“4.7 Infrastructure Charges**

No permits shall be issued for 118 dwelling units of the total permitted on Block WS1 Building B until infrastructure charges are paid for these units under the development agreement for Sub Area 9 of Bedford West.”
13. The Existing Agreement shall be amended by deleting Schedules B, B-1, C through G, J and K and replacing them with Schedules B, C through G, J and K attached as Schedule F-1 through F-8 of this amending agreement.
14. The Existing Agreement shall be amended by adding Schedules O, P, Q and R attached as Schedule F-9, F-10, F-11 and F-12 of this amending 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

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

**(Insert Registered Owner Name)**

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

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

**(Insert Registered Owner Name)**

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

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Mayor

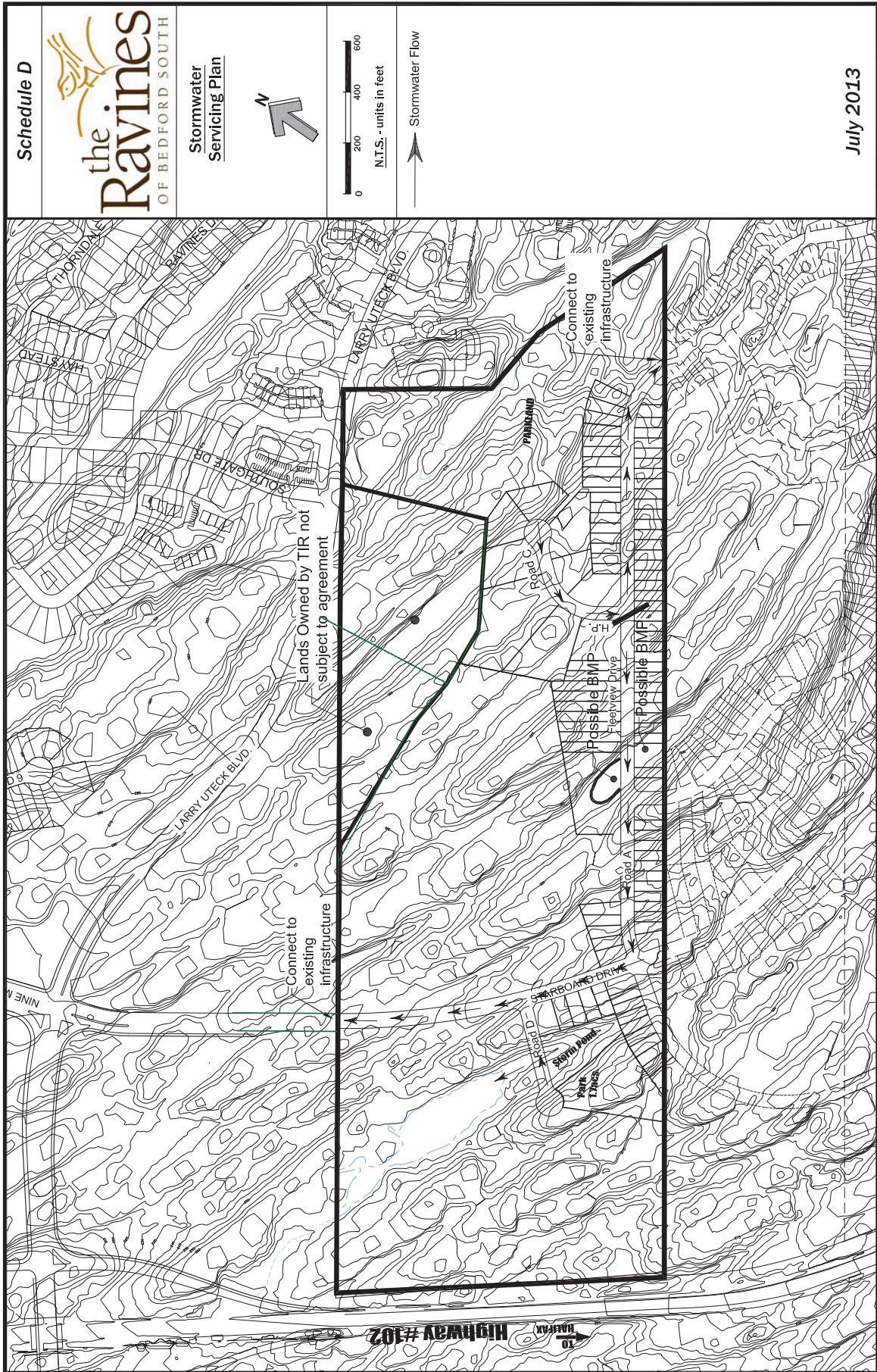
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Municipal Clerk

# Schedule F-1



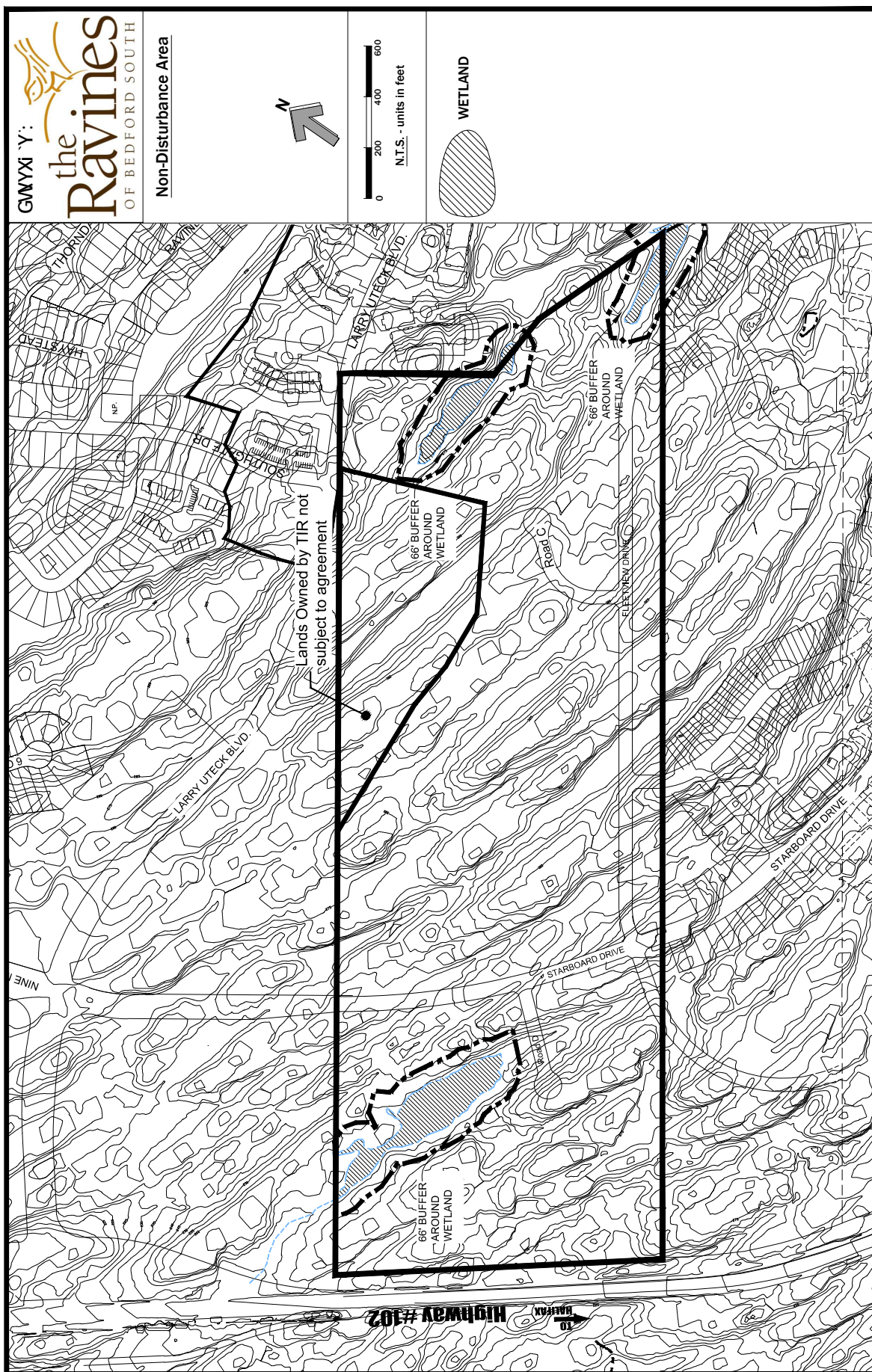


# Schedule F-3







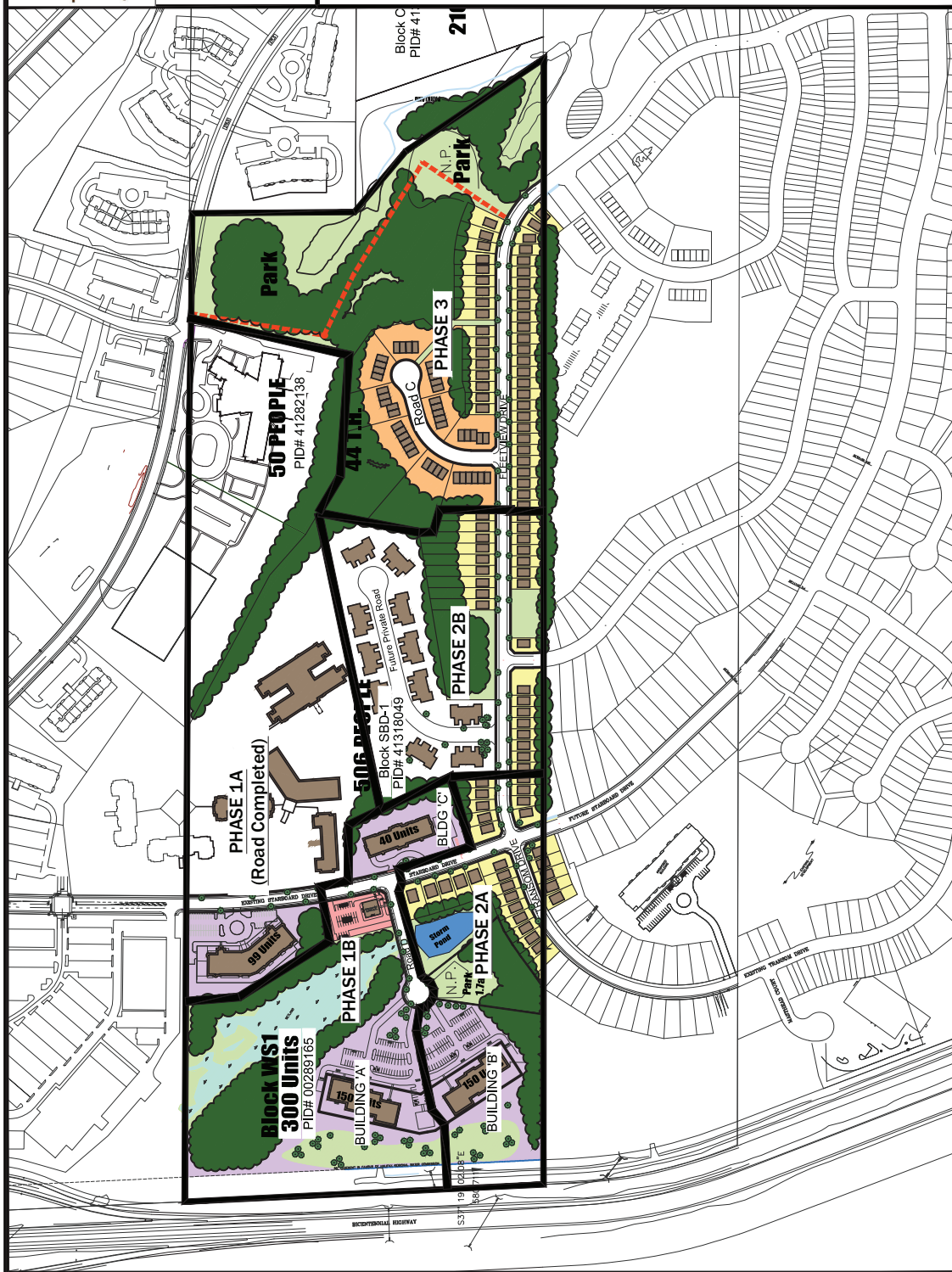






## Phasing Plan

June 2014



## Schedule F-7

## Schedule J

## Density Chart

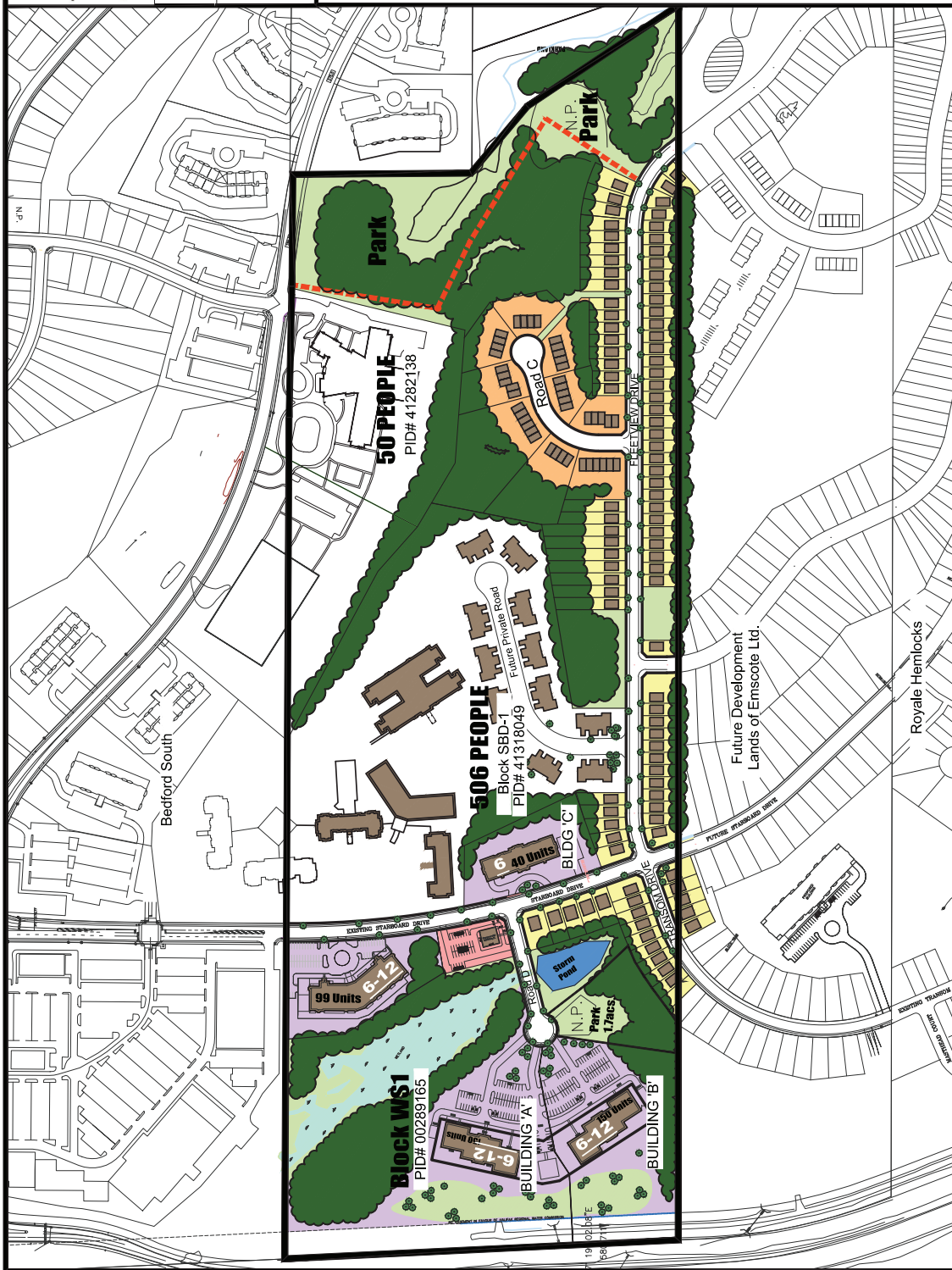
PLAN REVISION #6		Option 2			
19-Jul-13	Max Population	3146	(2880+265.5)		
			Multiple	S.F.	People
Approved in 20 06 Case 00624	<b>Neighbourhood 'B'</b>				
		Block M-1	146		328.5
		Block 6-R1	133		299.25
		Block 6-R1 (Wagner Extension)		4	13.4
		Block CHL-1A & 1B	210		472.5
	<b>Neighbourhood 'F'</b>				
		School			50
		Block SBD-1 (Shannex)			506
		Fleetview Drive		78	261.3
		<b>Townhouse street</b>		44	147.4
		Transom		12	40.2
		<b>Starboard SF</b>		5	16.75
		Starboard Comm	0.7		21
	<b>Multiple</b>				
		Block SBD-2	99		222.75
		Starboard Drive- East	40		90
		Starboard Bulk (Block WS1)	182		409.5
		Starboard Bulk transfer from West Bed	118		265.5
			928	143	
			<b>Population</b>		<b>3144.1</b>

Table 1 \*\*Density allocation for SF and TH in neighbourhoods 'B' & 'F' will fluctuate as a result of lot sizes\*\*\*



North

June 2014



**Schedule O**  
**Community Commercial Guidelines**

**Pedestrian Access, Circulation and Parking**

Applicants shall submit a detailed pedestrian circulation and parking plan with all development applications that provides safe, efficient and convenient pedestrian access and circulation patterns within and between developments. All applications shall comply with the following:

**Required Pedestrian Connections** - An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

- a) The primary entrance or entrances to each commercial building;
- b) Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with neighbourhood commercial development; and
- c) Any public sidewalk system along the perimeter streets adjacent to the commercial development;

**Minimum Walkway Width** - All site walkways shall be a minimum of 1.5 metres in width.

**Walkways along Buildings**- Continuous pedestrian walkways shall be provided along the full length of a building along any facade featuring a customer entrance and along any facade abutting customer parking areas. Such walkways shall be located at least 1.8 metres from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

**Amount of Parking:** Parking shall be provided in accordance with the parking provisions of the Halifax Mainland Land Use By-law, as amended from time to time. The Development Office may permit a reduction in the required parking by 30 percent where parking is to serve multiple tenants or uses.

**Location of Parking:**

- a) A maximum of fifty percent ( 50%) of the off-street surface parking spaces provided for a site shall be located between the facade of the closest building to the right-of-way of Starboard Drive.

**Building Design**

**a) Minimum Wall Articulation for Commercial Buildings**

- i) All buildings walls shall consist of a building bay or structural building system that is a maximum of ten (10) metres in width. Bays shall be visually established by architectural features such as columns, ribs or pilasters, piers, changes in wall planes, changes in texture or materials, and fenestration pattern no less than thirty (30) centimeters in width. The only exception being the rear and side wall of a

**Schedule P**  
**Community Commercial Land Uses**

No development permit shall be issued in a Community Commercial area except for one or more of the following uses:

- (a) A store for the purpose of retail trade, rental and services only, excluding:
  - (i) motor vehicle dealers;
  - (ii) motor vehicle repair shops which such shops are not primarily engaged in providing service station facilities;
  - (iii) adult entertainment uses; and
  - (iv) amusement centres
- (a) Bank, public hall, office, municipal building, hairdresser, beauty parlour, restaurant, receiving office of a dry cleaner or dyer;
- (b) radio, television, and electrical appliance repair shops;
- (c) watch and jewellery repair shops;
- (d) offices;
- (e) a restaurant;
- (f) community facilities;
- (g) a store for the purpose of personal service including shoe repair shops, barber and beauty shops, dry cleaners, self- service laundries, funeral services, and excepting massage parlours, adult entertainment uses and amusement centres.
- (h) day care facility
- (i) any use accessory to any of the foregoing uses.

All uses shall be defined as found in the Halifax Mainland Land Use By-law.

No outdoor storage or display is permitted in conjunction with community commercial land uses.

- building greater than 4,645 square metres of gross floor area where the articulation can be widened to thirty (30) metres in width.
- ii) Any wall exceeding ten (10) metres in length shall include at least one change in wall plane, such as projections or recesses, having a depth of at least three percent (3%) of the entire length of the façade and extending at least twenty percent (20%) of the entire length of the façade.
- iii) All building walls shall include materials and design characteristics consistent with those on the front.

**Building Walls Facing Public Areas** - In addition to the above, building walls that face public streets, connecting walkways, or adjacent development shall be subdivided and proportioned using features such as windows, entrances, arcades, arbors, awnings, trellises with vines, or alternate architectural detail, along no less than sixty percent (60%) of the façade.

**Windows Adjacent Walkways, Sidewalks and Parking areas** - In addition to the above, building walls that face sidewalks, connecting walkways, shall include windows which provide natural surveillance over these public areas.

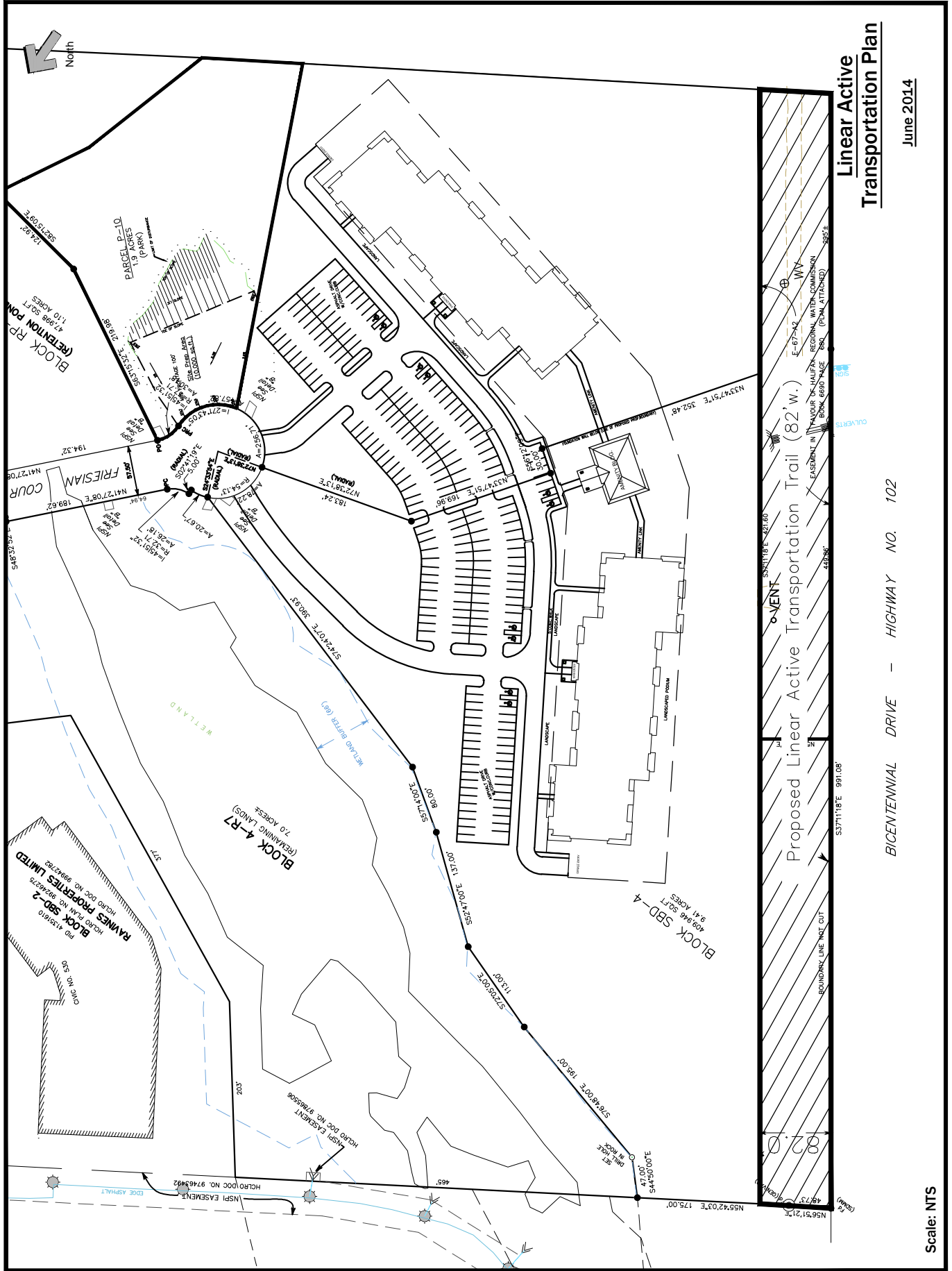
### **Miscellaneous Requirements**

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued around all sides.
- (c) 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 .
- (d) 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 or veneered with stone or brick
- (e) Any exposed lumber on the exterior shall be painted, stained or clad on a painted metal or vinyl.
- (f) Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc. ) are not visible from a street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented.
- (g) Mechanical equipment shall be screened from view be a combination of architectural treatments, fencing and landscaping.
- (h) Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- (i) The main entrances to building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. Service

entrances shall be integrated into the design of the building and shall not be a predominate feature.

- (j) Drive-thru access lanes shall not be located between a building and a public street. Where drive-thru access lanes or parking is adjacent a public street, landscaping shall be provided which provides a partial visual barrier to reduce the impact of vehicle head lights and the parking area on the right-of-way.
- (l) Loading areas and bays shall be located at the rear of any commercial building.

Schedule Q



Linear Active Transportation Plan

June 2014

BICENTENNIAL DRIVE - HIGHWAY NO. 102

Scale: NTS



