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## MEMORANDUM

TO: Chair and Members of North West Planning Advisory Committee

FROM: Nathan Hall, Planning Intern  
Jillian MacLellan, Planner  
Stephanie Norman, Planner

DATE: October 27, 2015

SUBJECT: **Case 20054: Application by United Gulf Developments Limited to amend the existing development agreement on the lands at 771 to 819 Bedford Highway, Bedford.**

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As noted in the subject description, this case will consider amendments to the existing development agreement for the lands at 771 and 819 Bedford Highway. The proposed amendments relate to the percentage of general commercial floor area, types of commercial usage, permitted signage and clarification to the existing schedules. The applicant's submission materials are attached to this memo (Attachments A and B).

### **BACKGROUND**

**Location:** The subject property is located at 771-819 Bedford Highway (PID 00428623) (Maps 1 and 2). It totals 6 acres in land area and has approximately 475 meters of frontage on the Bedford Highway.

**Existing Uses:** The subject property was most recently developed as the Travelers Motel and Motel Esquire.

The collection of buildings on the site includes two large buildings on the northwest end (formerly the Travelers Motel), the existing Motel Esquire at the southeast end, and a number of smaller "cabins" at the center (Map 2). The site also features several accessory buildings and an office.

Several permits have been issued for general commercial conversion of the former Travelers Motel in accordance with the existing development agreement.

**Exiting Development Agreement:** A development agreement (Case 19206) was approved by North West Community Council on February 23, 2015 to introduce new commercial land uses to the subject property (see Attachment C).

The development agreement allows for the full conversion of the Travelers Motel buildings and partial conversion (up to 57%) of the Motel Esquire building for general retail and service commercial uses.

The existing development agreement further requires the retention of an existing treed area located at the rear of the property and the retention of existing landscaping located in front of the Motel Esquire site.

**Designation:** Commercial Comprehensive Development District (CCDD) under the Bedford Municipal Planning Strategy (MPS) (see Attachment D).

**Zoning:** Commercial Comprehensive Development District (CCDD) Zone under the Bedford Land Use By-Law (LUB) (see Attachment E).

**Applicable Policy:** Policies C-7 to C-9 of the Bedford MPS, allow for the consideration of developments on properties zoned and designated CCDD through a development agreement. Policy C-13 specifically provides consideration for the development of the subject property.

Further, Policy C-3 of the Bedford MPS outlines the types of commercial uses to be permitted in the CCDD Zone (see Attachment D).

A public information meeting to allow for community input on the proposed amendments was held on September 24, 2015. Minutes of this meeting are included as Attachment F.

## **PROPOSAL**

Since the development agreement was approved, the applicant noted an increase in commercial interest on the subject property and has expressed the need to expand the total amount of general commercial floor area permitted, along with other amendments to the development (see Attachment A). Specifically the applicant is requesting the Development Agreement be amended to allow for:

- full conversion of the Motel Esquire building to general retail and service commercial uses;
- rooftop signage; and
- new schedules to provide more clarity to the development agreement.

To accommodate additional parking the applicant is also proposing to remove some of the landscaped area in front of the Motel Esquire site.

Since the public information meeting was held, the applicant is also proposing an expansion to the types of commercial uses to include funeral services and doggy daycares (involving retail sales, grooming, self-serve dog wash, and daytime boarding)

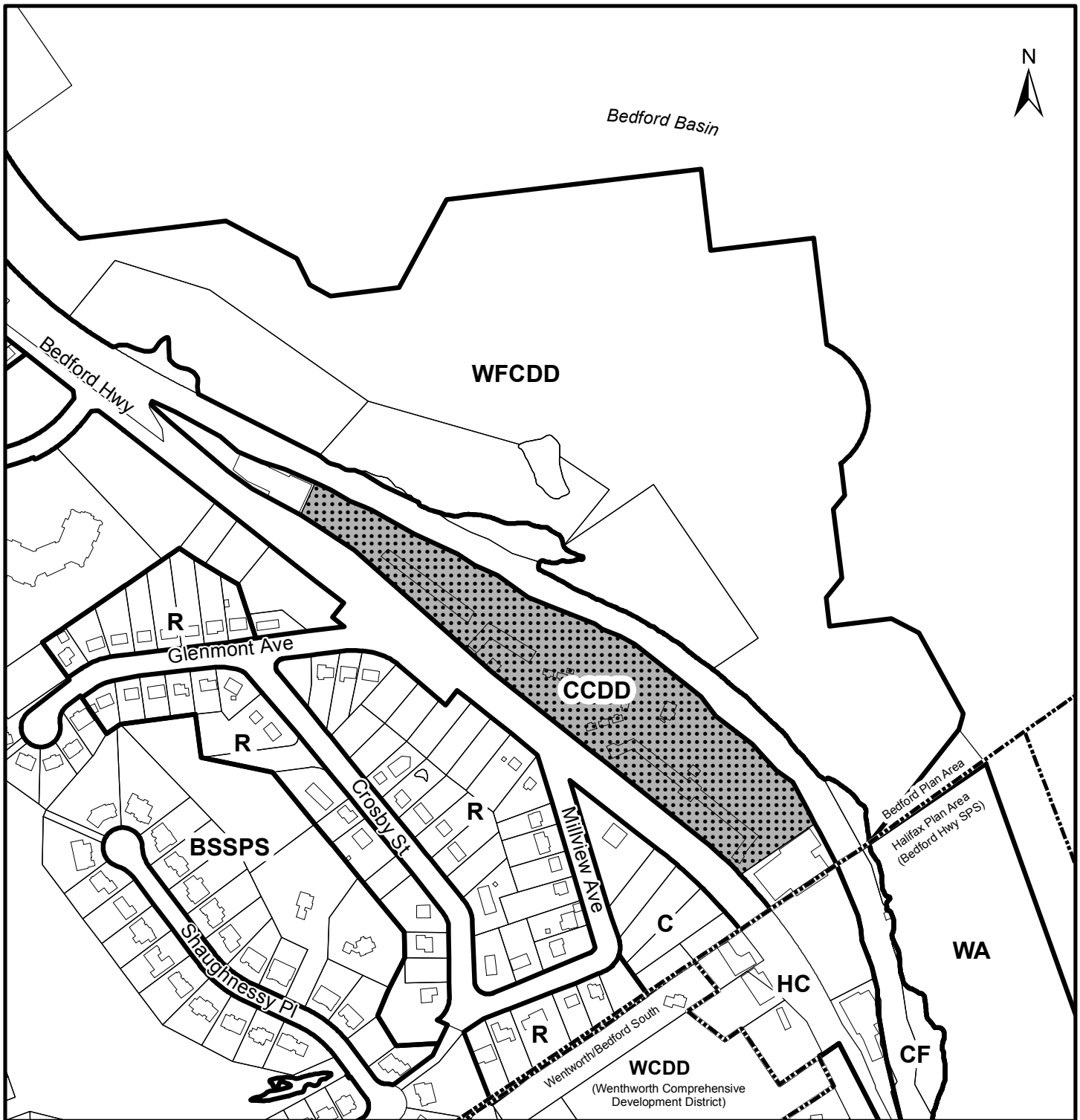
**INPUT SOUGHT FROM THE COMMITTEE**

Feedback is sought from North West Planning Advisory Committee relative to this proposed application. The committee's recommendation will be included in the staff report to Community Council. Specific items that the Committee may wish to address include the following:

- the proposed design of the Motel Esquire site;
- the allowance of roof top signage, including any suggestions for design or size requirements;
- the scale of each commercial occupancy;
- the proposed changes to the existing landscaping in front of the Motel Esquire; and
- the proposed addition of funeral service uses and doggy daycare uses to the types of commercial uses permitted.


**ATTACHMENTS**


Map 1	Generalized Future Land Use Map
Map 2	Zoning Map
Attachment A	Proposed Site Plan
Attachment B	Proposed Elevations for Motel Esquire
Attachment C	Existing Development Agreement
Attachment D	Excerpt from MPS for Bedford
Attachment E	Excerpt from LUB for Bedford
Attachment F	Minutes from September 24, 2015 Public Information Meeting



## Map 1 - Generalized Future Land Use

771 and 773 Bedford Highway  
Bedford

 Area of proposed  
Development Agreement

 Plan Area Boundary

Bedford Plan Area  
Halifax Plan Area  
- Bedford Highway Secondary Plan Area  
- Wentworth/Bedford South

### Designation - Bedford

R Residential  
C Commercial  
CCDD Commercial Comprehensive Dev. District  
WFCDD Waterfront Comprehensive Dev. District  
BSSPS Bedford South Secondary Planning Strategy

### Designation - Bedford Highway SPS

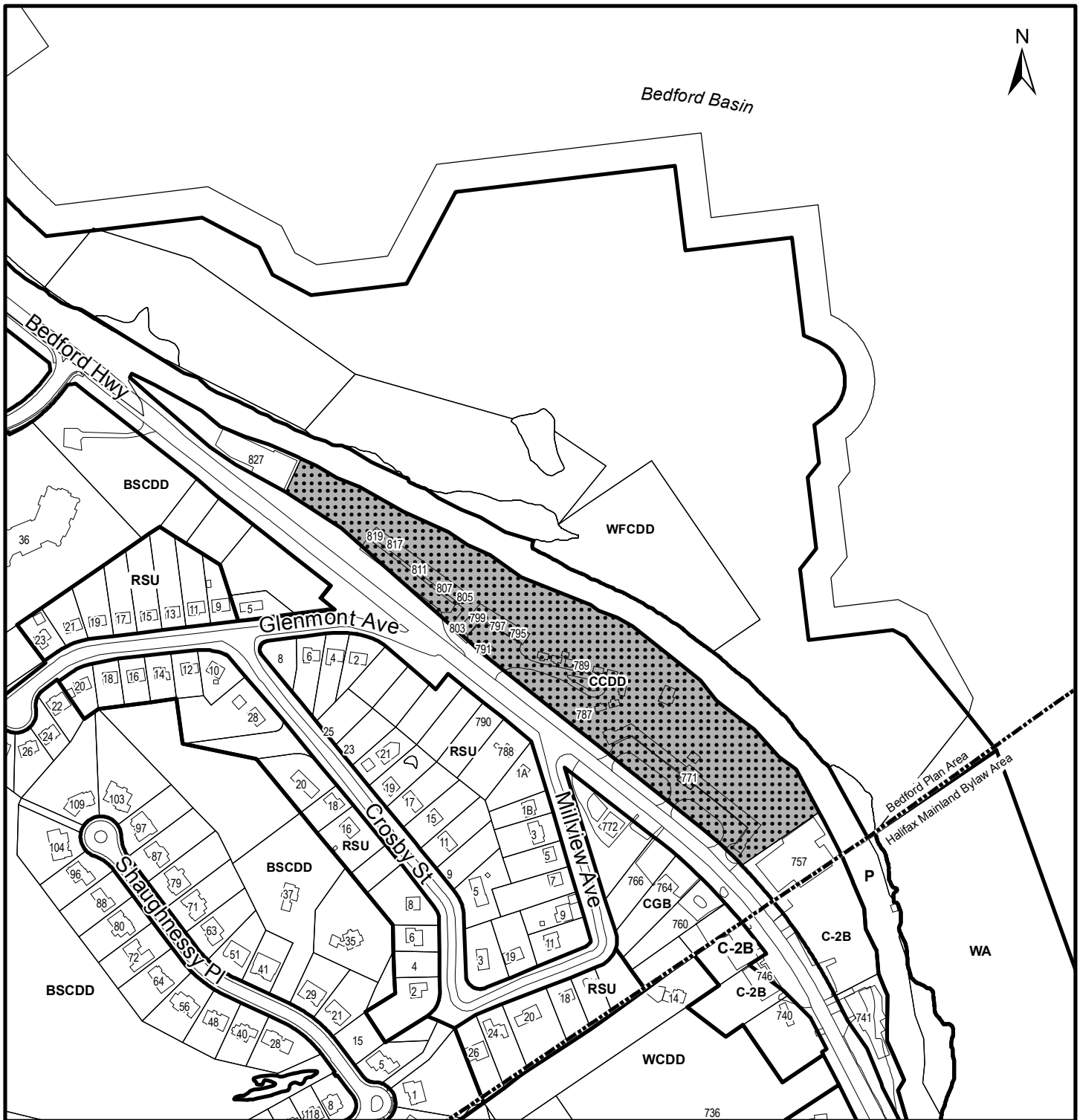
HC Highway Commercial  
CF Community Facilities

**HALIFAX**

0 40 80 120 m


This map is an unofficial reproduction of  
a portion of the Generalized Future Land  
Use Map for the plan area indicated.


HRM does not guarantee the accuracy  
of any representation on this plan.



## Map 2 - Zoning

771 and 773 Bedford Highway  
Bedford

 Subject Property

 Plan Area Boundary

Bedford Plan Area  
Halifax Mainland Land Use By-Law Area

### Zone - Bedford

RSU Single Dwelling Unit  
BSCDD Bedford South Comprehensive Dev. District  
CGB General Business District  
CCDD Commercial Comprehensive Dev. District  
WFCDD Waterfront Comprehensive Dev. District

### Zone - Halifax Mainland

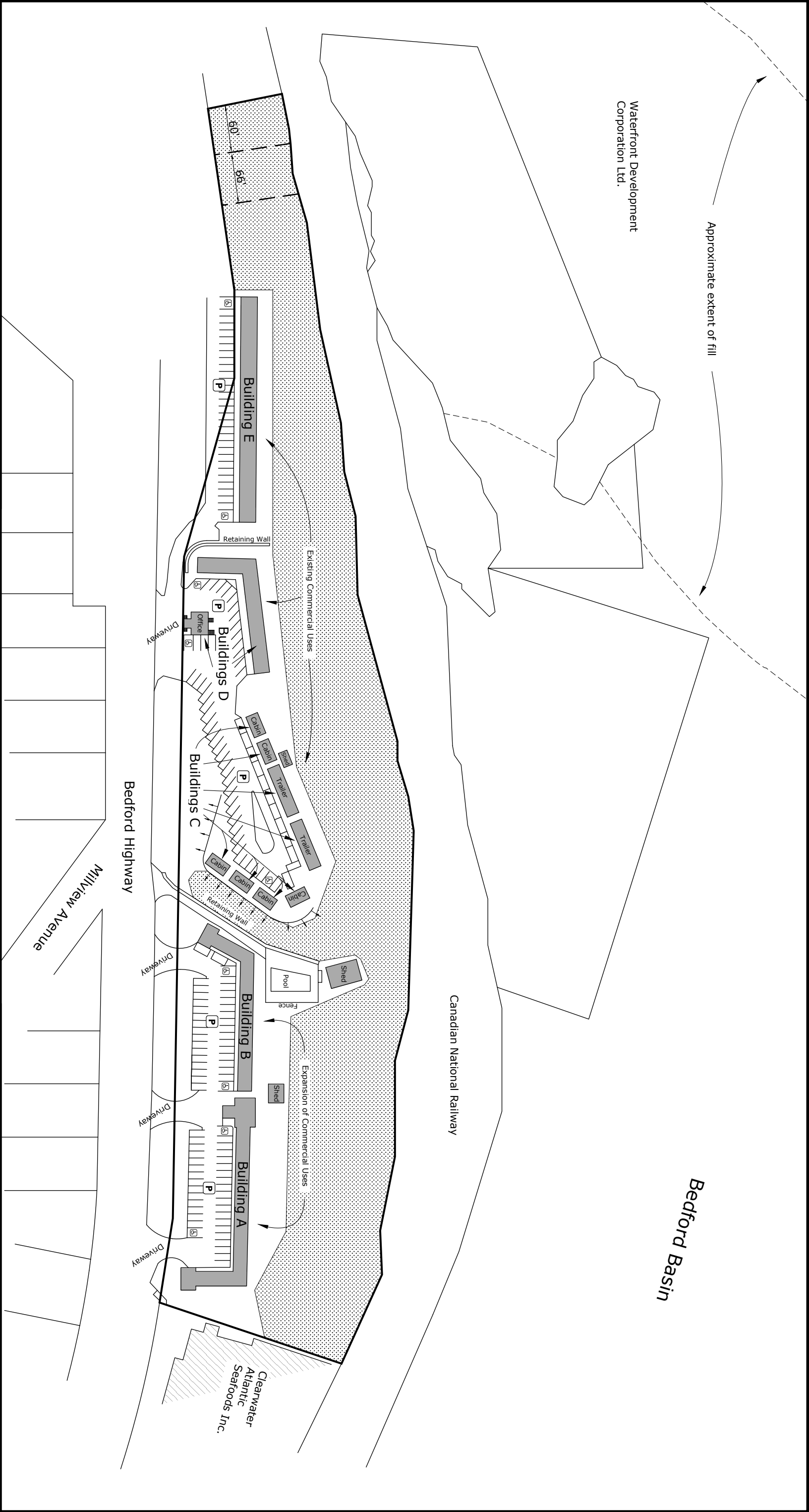
C-2B Highway Commercial  
P Park and Institutional  
WA Water Access  
WCDD Wentworth Comprehensive Development District

**HALIFAX**

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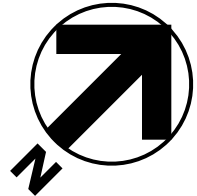
This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

HRM does not guarantee the accuracy of any representation on this plan.



United Gulf  
Developments Limited

Travelers & Esquire Motels  
Site Plan



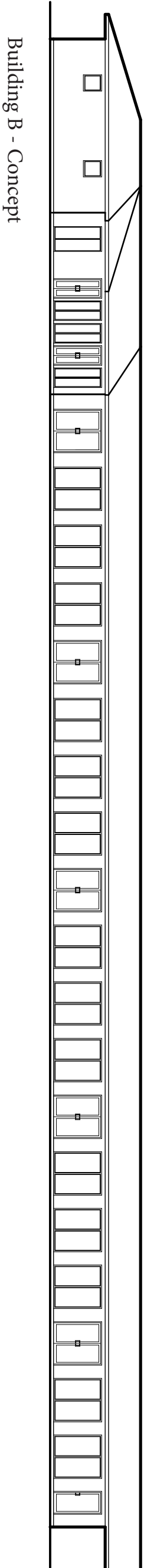
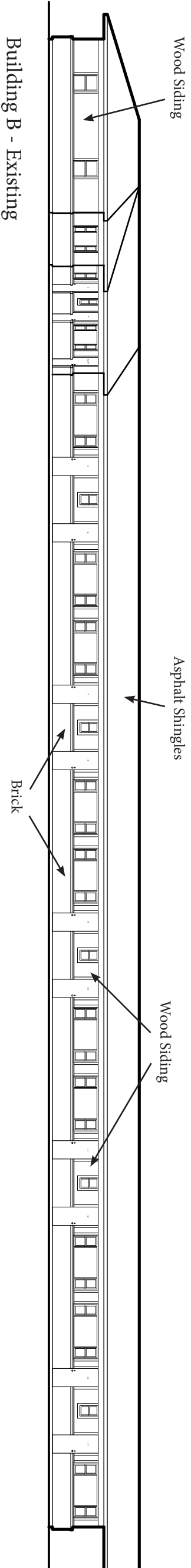
Scale: 1" = 125'

Property lines are approximate and do not represent a survey

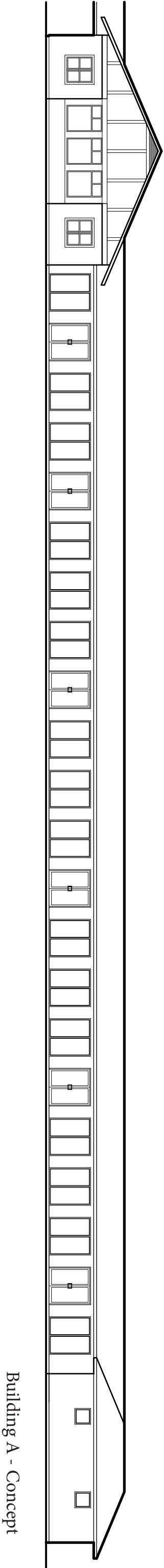
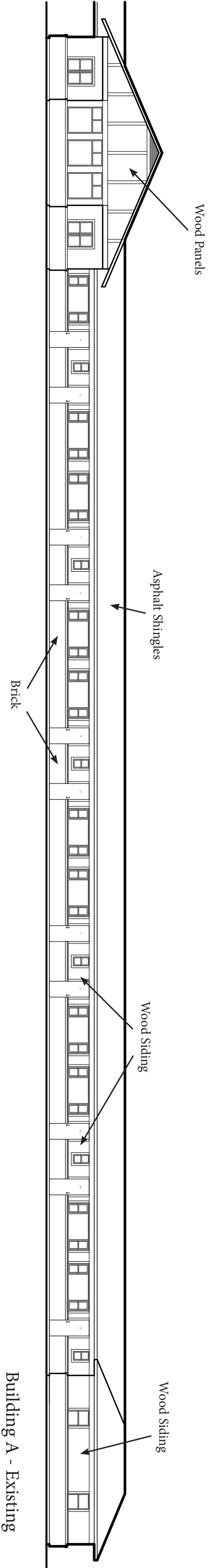


Non-Disturbance Area

# Esquire Motel – Concept Building Drawings



- Replace the 28 motel units in Buildings A and B with approximately 12,600 SF of general commercial space.
- Invest in façade improvements, including new windows and doors.



## Case 20054- Attachment C - Existing Development Agreement

THIS AGREEMENT made this 10<sup>th</sup> day of April, 2015,

BETWEEN:

**UNITED GULF DEVELOPMENTS LIMITED**

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

Approved as to Form  
and Authority

  
Solicitor

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 771 and 773 Bedford Highway, Bedford, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developers have requested that the Municipality enter into a Development Agreement to allow for commercial uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies C-7, C-8, C-9, C-13 and Z-3 of the Bedford Municipal Planning Strategy and Part 4(d) of the Bedford Land Use By-law;

AND WHEREAS the North West Community Council of the Municipality, at its meeting on February 23, 2015, approved the said Agreement to allow commercial uses on the Lands subject to the registered owner of the Lands described herein entering into this Agreement, referenced as Municipal Case Number 19206;

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 Bedford Land Use By-law 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 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 applicable Land Use By-law and 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) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects, and;
- (b) "Professional Engineer" means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia;

## **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 19206:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan – Plan Number 19206-01
Schedule C	Preliminary Landscaping Plan – Plan Number 19206-02

### **3.2 Requirements Prior to Approval**

3.2.1 Prior to the issuance of the first Development Permit for any development, the Developer shall:

- (a) provide the Development Officer with a Landscaping Plan in accordance with Section 3.8.1 of this Agreement; and
- (b) connect to municipal services as required by Sections 4.1 of this agreement.

3.2.2 Prior to the issuance of a Municipal Occupancy Permit, the Developer shall provide the Development Officer with written confirmation from a Landscape Architect which the Development Officer may accept as sufficient record of compliance with the Preliminary Landscaping Plan as required pursuant to this agreement.

3.2.3 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(s) of the Lands permitted by this Agreement are the following:

- (a) Existing buildings in conformance with Schedule B of this agreement;
- (b) Existing accessory buildings in conformance with Schedule B of this agreement;
- (c) Specific commercial land uses, including:
  - i. Motels;
  - ii. General retail exclusive of mobile home dealerships;
  - iii. Personal and household services, exclusive of massage parlours;
  - iv. Full service restaurants;
  - v. Commercial photography; and
  - vi. Office uses

3.3.2 Buildings A and B, as identified on Schedule B, shall consist of the following:

- (a) 30% of the total gross floor area of Building A may be converted to commercial uses, as permitted under Section 3.3.1(c) of this agreement. A minimum of 70% of the total gross floor area of Building A shall be devoted to the existing Motel use;

- (b) 15% of the total gross floor area of Building B may be converted to commercial uses, as permitted under Section 3.3.1(c) of this agreement. A minimum of 85% of the total gross floor area of Building B shall be devoted to the existing Motel use; and
- (c) Notwithstanding Sections 3.3.2(a) and 3.3.2(b), provided 100% of Building A or B is devoted to the existing motel use, 57% of the total gross floor area of one building (Building A or B) may be converted to commercial uses, as permitted under Section 3.3.1(c) of this agreement.

### **3.4 Sitting and Architectural Requirements**

#### ***Siting***

- 3.4.1 Development of new buildings or accessory buildings shall not be permitted.
- 3.4.2 Notwithstanding Section 3.4.1, new buildings, identified as trailers on Schedule B, may be developed in place of previous cabins. The proposed buildings shall be sited as shown on Schedule B.
- 3.4.3 Buildings and accessory buildings, as shown on Schedule B of this Agreement, shall comply with the following:
  - (a) The building footprint of any existing building(s) shall not be increased;
  - (b) Notwithstanding 3.4.3(a), the front façade of Buildings A, B, D and E may extend into the front yard by 1.52 meters (5 feet);
  - (c) The height of existing buildings shall not be increased;
  - (d) Any modification or alteration to any building(s) façade shall satisfy all architectural requirements for commercial uses as prescribed under Section 33 of the Bedford Land Use By-law; and
  - (e) The maximum height any new building shall not exceed 6.1 meters (20 feet).

#### ***Functional Elements***

- 3.4.4 Rooftop equipment, including but not limited to, satellite and other telecommunication equipment, air handling units, cooling towers and exhaust fans, shall be housed in an enclosure which is visually integrated into the roof design.

### **3.5 Subdivision of the Lands**

- 3.5.1 Any subdivision application shall be in accordance with the requirements of the Regional Subdivision By-law and Bedford Land Use By-law.

### **3.6 Parking, Circulation and Access**

#### ***Parking/Circulation***

- 3.6.1 The parking area shall be sited as generally shown on Schedule B.
- 3.6.2 The total number of required parking spaces and bicycle parking facilities shall be in accordance with the requirements of the Bedford Land Use By-law.
- 3.6.3 The existing parking area may be expanded in areas where buildings have been removed or demolished, however the parking area shall not expand along any vegetated and/or treed area, except as shown on Schedule C.

#### ***Access***

- 3.6.4 All driveways, as shown on Schedule B, shall comply with the requirements of the National Building Code, including requirements related to required access routes for Fire Services.

**3.7 Outdoor Lighting**

- 3.7.1 Lighting shall be shielded and directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to divert the light away from Bedford Highway and adjacent properties and buildings.

**3.8 Landscaping**

- 3.8.1 Prior to issuance of the first Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and conforms to the overall intentions of the Preliminary Landscape Plan (Schedule C). The Landscape Plan shall be prepared by a Landscape Architect.
- 3.8.2 Notwithstanding Section 3.6.3, if parking is expanded in the front yard, as shown on Schedule B, the developer shall provide landscaping between the newly established parking area and right-of-way as shown on Schedule C and in accordance with Section 32 of the Bedford Land Use By-law.

**Non-Disturbance Area**

- 3.8.3 An area of Non-disturbance shall be provided as shown on Schedule C and shall be located:

- (a) 15.2 meters (50 feet) from the rear of Buildings A and B as identified on Schedule C; and
- (b) 6.09 meters (20 feet) from the rear of Buildings C, D and E as identified on Schedule C.

- 3.8.4 No development, tree removal or grade alteration shall be permitted within the Non-Disturbance Area, as identified on Schedule C, except where approved in writing by the Development Officer to remove fallen timber and dead debris where a fire or safety risk is present, or to remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for such removal, the Development Officer has the discretion to require that the Developer or future property owner, as the case may be, engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.8.5 If trees are removed or tree habitat is damaged beyond repair in the Non-Disturbance Area the Developer shall replace each tree removed or damaged with a new tree of minimum size as outlined in Section 3.8.2, as directed by the Development Officer. This section applies to trees removed without permission, as well as trees removed with the Development Officer's permission as outlined in Section 3.8.7.

**Compliance with Landscaping Plan**

- 3.8.6 Prior to issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.8.7 Notwithstanding Section 3.2.3, prior to the completion of construction as identified in Section 7.4, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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.

### **3.9 MAINTENANCE**

- 3.9.1 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*

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

### **3.10 SIGNS**

- 3.10.2 Any application for signage shall comply with the requirements of the Bedford Land Use By-law.

- 3.10.3 Notwithstanding Section 3.10.2, a total of 2 ground signs shall be permitted on the Lands. The total number of ground signs is inclusive of the 2 existing ground signs.

### **3.11 SCREENING**

- 3.11.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

- 3.11.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Bedford Highway and residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

### **3.12 HOURS OF OPERATION**

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

## **PART 4: STREETS AND MUNICIPAL SERVICES**

#### *General Provisions*

- 4.1 The Lands shall be serviced with municipal services.

- 4.2 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

#### *Off-Site Disturbance*

- 4.3 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.

#### *Outstanding Site Work*

- 4.4 Securities for the completion of outstanding on-site 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.

#### ***Solid Waste Facilities***

- 4.5 Buildings shall include designated space for five (5) stream source separation services. This designated space for source separation services shall be shown on any submitted building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 4.6 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 all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing and suitable landscaping.

### **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

- 5.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

#### ***Erosion and Sedimentation Control and Grading Plans***

- 5.2 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply 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 site until the requirements of this clause have been met and implemented.

#### ***Stormwater Management Plans***

- 5.3.1 The Developer shall engage a Professional Engineer to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detention controls, wetlands, vegetative swales, filter stripes, and buffers to minimize any significant adverse impacts on receiving watercourses during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation and control measures and stormwater management measures which are to be in place prior to and during development of that phase. The Stormwater Management Plan shall conform with the following:
- (a) schematics and information presented on Schedule B, and;
  - (b) requirements of Nova Scotia Environment and the Municipal Service Systems Manual.
- 5.3.2 The Developer agrees to construct at its own expense the Stormwater Management System pursuant to this section. The Developer shall provide certification from a qualified professional that the system, or any phase thereof, has been constructed in accordance with the approved design.

#### ***Compliance***

- 5.4 If the Developer fails at any time during any site work or construction to fully conform to the approval plans as required under Section 5, the Municipality shall require that the site and construction work cease, except for works which may be approved by the Development Engineer to ensure compliance with the Erosion Sedimentation Control Plan, Grading Plan, and Storm Water Management Plan.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

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

- (a) Construction or placement of a new building in place of 2 existing cabins, located between the proposed new buildings and existing Building D, as identified on Schedule B; and
- (b) The granting of an extension to the date of commencement of construction as identified in Sections 7.3.1 and 7.3.3 of this Agreement;

### **6.2 Substantive Amendments**

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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 5 (five) 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 issuance of a Development Permit.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1(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.

### **7.4 Completion of Development**

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 Bedford Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

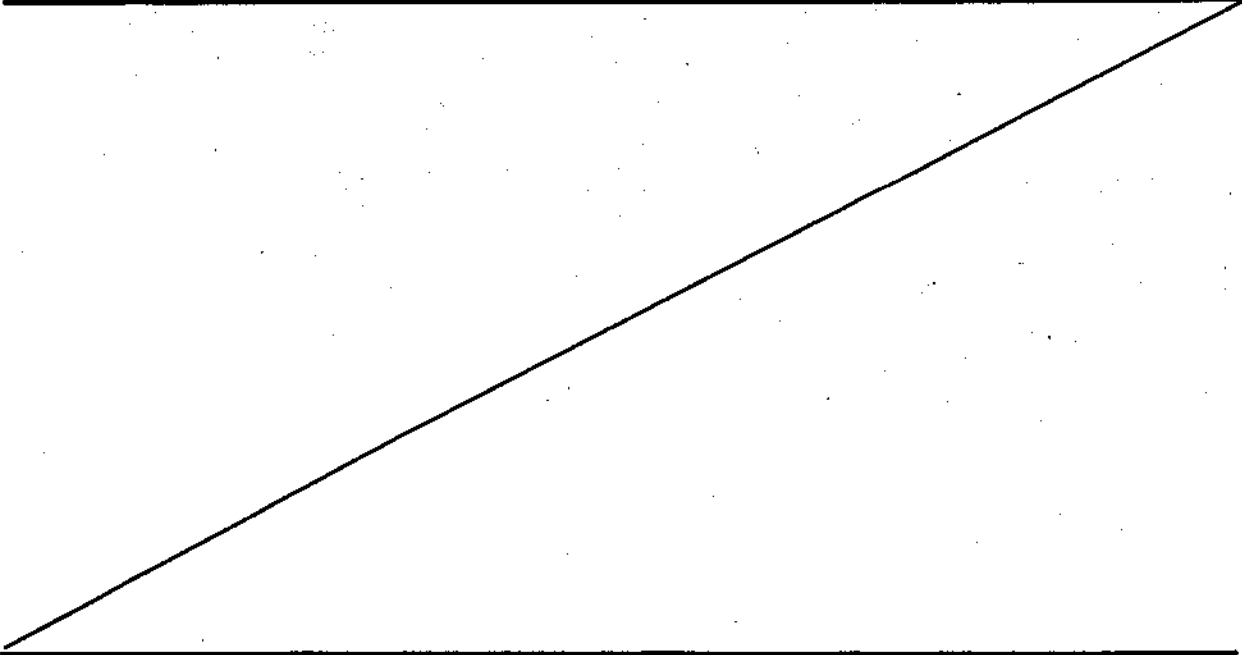
## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 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.

### **8.2 Failure to Comply**

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 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.
- 



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:  
Original Signed

Witness \_\_\_\_\_

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

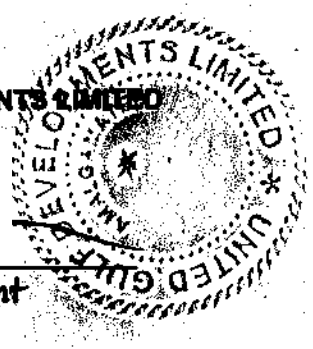
Witness \_\_\_\_\_

Original Signed

Witness \_\_\_\_\_

UNITED GULF DEVELOPMENTS LIMITED  
Original Signed

Per: David Saberi - President



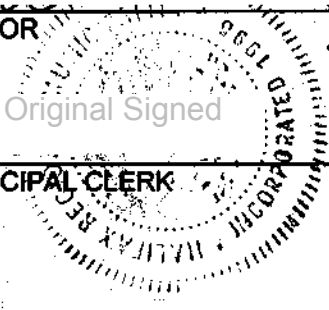
HALIFAX REGIONAL MUNICIPALITY

Original Signed

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

Original Signed

Per: \_\_\_\_\_  
MUNICIPAL CLERK



PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 19 day of MARCH, A.D., 2015, before me, the subscriber personally came and appeared ARLEY LEROY a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that UNITED GULF DEVELOPMENTS LIMITED, one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

WILLIAM P. THOMSON  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 10<sup>th</sup> day of April, A.D., 2015, before me, the subscriber personally came and appeared before me Ken Benoit and Lelia Syme the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Mike Savage, its Mayor, and Cathy Mellett, its Municipal Clerk, its duly authorized officers in his presence.

Original Signed

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

JENNIFER WEAGLE  
A Commissioner of the  
Supreme Court of Nova Scotia

Schedule A

P.I.D. 00428623

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Bedford, Halifax County, Nova Scotia and being more particularly described as follows:

BEGINNING at a point formed by the intersection of the eastern boundary line of the Bedford Highway and the northern boundary of the property conveyed by Wm. Dowell by deed registered in the Registry of Deeds in Book 611, Page 715;

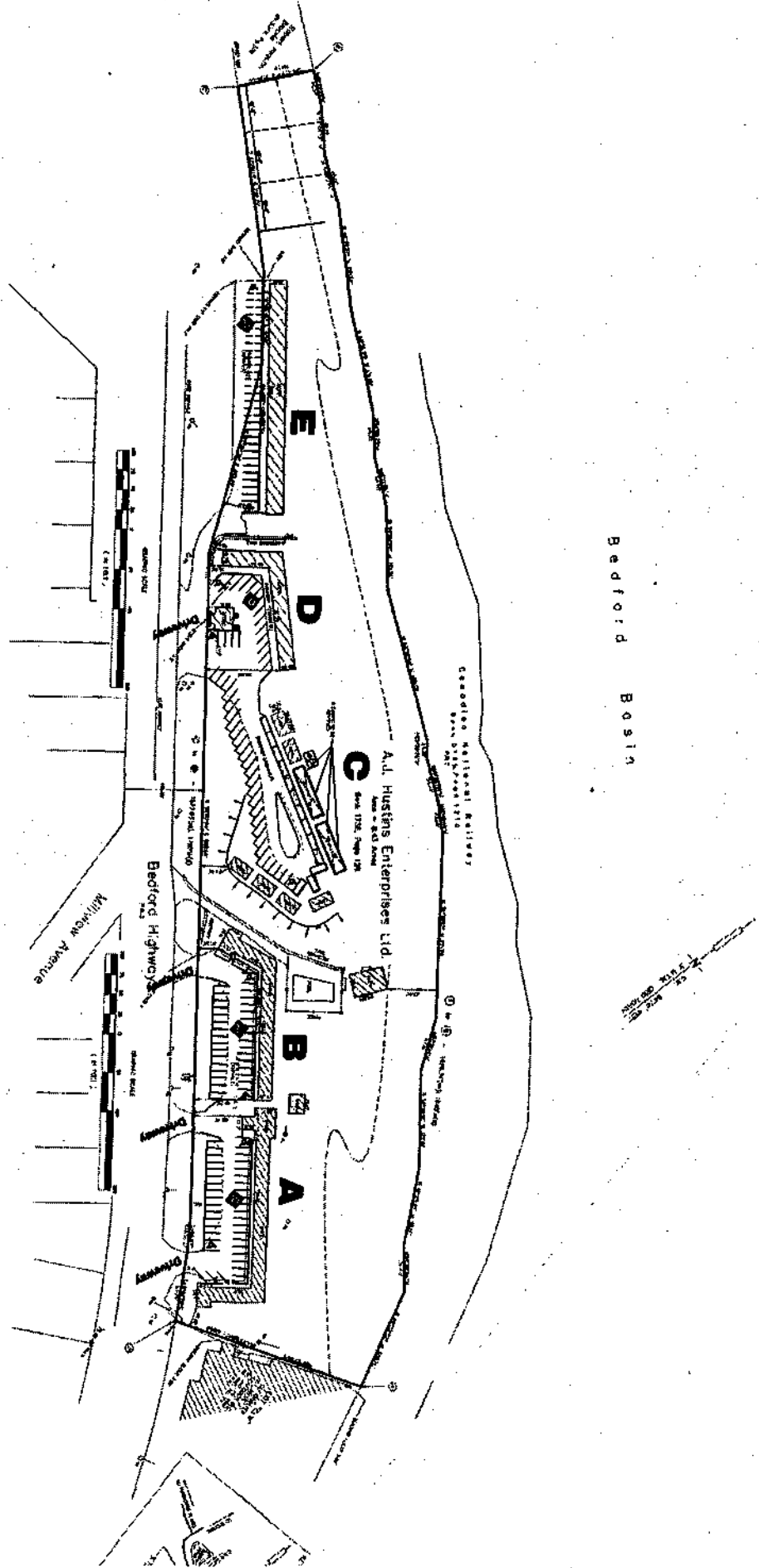
THENCE north 79 degrees 30 minutes east along the northern boundary of the property of Wm. Dowell 218 feet, more or less, to the western boundary of the Canadian National Railways;

THENCE northerly along the western boundary line of the said Canadian National Railways a distance of 1,840 feet, more or less, to the property formerly of the estate of C.E. Choat, now owned by Louisburg Developments Limited;

THENCE south 46 degrees west along the southern boundary of the property formerly of the estate C.E. Choat, now owned by Louisburg Developments Limited, a distance of 106 feet, more or less, to the eastern boundary line of the Bedford Highway;

THENCE southerly along the eastern boundary line of the said Bedford Highway a distance of 1,700 feet, more or less, to the PLACE OF BEGINNING.

The subdivision is validated by Section 291 of the Municipal Government Act.



Schedule C - Preliminary Landscaping Plan



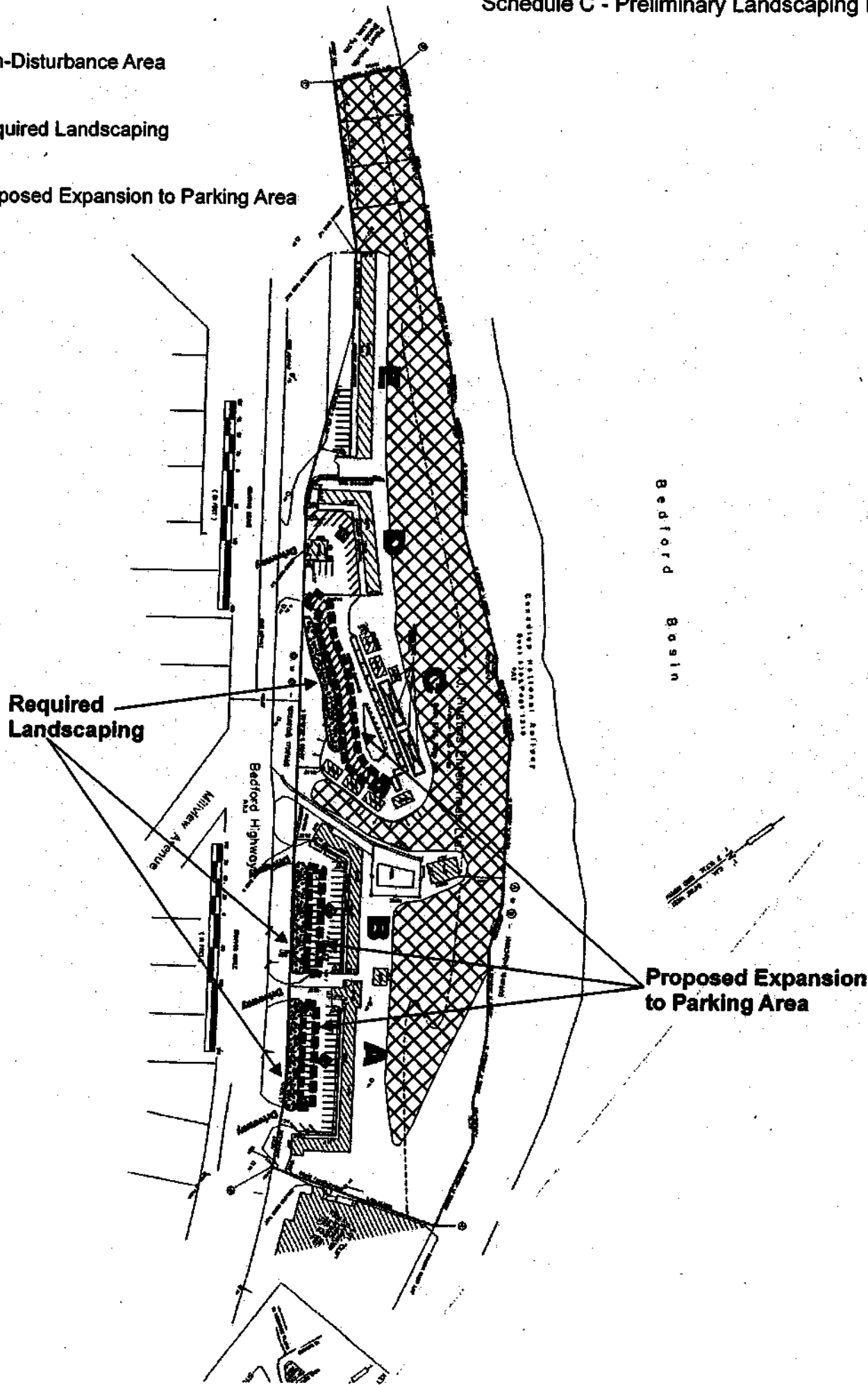
Non-Disturbance Area



Required Landscaping



Proposed Expansion to Parking Area



## **Attachment D: Excerpt from MPS for Bedford**

### **Policy C-3:**

It shall be the intention of Town Council to encourage a range of commercial uses sufficient to serve community needs within the Town and surrounding areas through provisions in the Land Use By-law to create the following zones:

...

- Commercial Comprehensive Development District Zone (CCDD) which permits mixed use projects including, but not limited to, single and two unit dwellings, townhouses, multiple-unit buildings, office buildings, neighbourhood commercial uses, CGB Zone uses, convention facilities, and recycling depots.

### **Policy C-7:**

It shall be the intention of Town Council to designate the lands shown on Map 3 as Commercial Comprehensive Development Districts, and in the Land Use By-Law the lands shall be zoned Commercial Comprehensive Development District (CCDD). The CCDD Zone will permit mixed use, residential/commercial projects, including single unit dwellings, two unit dwellings, multiple-unit buildings, senior residential complexes, neighbourhood commercial, office buildings, CGB Zone uses, convention facilities, recycling depots, park uses, and institutional uses. Existing uses within the CCDD Zones shall be considered as permitted uses and be allowed to continue operation.

It shall be the intention of Town Council to require development of commercial uses on 50% of each CCDD site and further, that multiple unit buildings not be permitted to occupy more than 25% of a CCDD site. Multiple unit buildings shall be constructed in accordance with the RMU zone requirements. Maximum building height may be increased to four stories in the case of sloped lots where the building is designed to fit the natural topography of the site. Lot area requirements shall be calculated on the basis of 2000 square feet per unit, regardless the unit size. Lot area associated with each building may be reduced in size to increase the common open space. The architectural, landscaping, and streetscape considerations for multiple unit buildings within the RCDD zone, as articulated in Policies R-12A, R-12B and R-12C, shall apply to multiple unit developments within the CCDD zone.

### **Policy C-8:**

It shall be the intention of Town Council to enter into Development Agreements pursuant to the Planning Act with the owners of the lands zoned Commercial Comprehensive Development District to carry out the proposed commercial and mixed use commercial/residential development(s) provided that all applicable policies of this document are met. In considering applications Council shall have regard to whether the proposed land use emphasizes the unique features of the site in terms of its location within the Town, its unique physical characteristics, its overall size and the relationship developed with adjoining existing or proposed uses. A special emphasis on the conservation of the natural environment including features such as watercourses, lakes, trees, and the natural topography shall be highlighted in the development proposal.

### **Policy C-9:**

It shall be the intention of Town Council to consider discharging the agreements made pursuant to Policy C-8 upon the completion of the development. Council may thereafter zone the CCDD in such a manner as to be consistent with the development, by creating a specific zone for the site which incorporates the uses provided for in the development agreement as well as provisions consistent with Sections 53 and 54 of the Planning Act.

Policy C-13:

It shall be the intention of Town Council to enter into a Development Agreement with the owners of the Travellers' Motel, Esquire Motel and Clearwater Lobster Limited properties to permit CCDD development when municipal services become available. In recognition of the site's unique position at the entrance to the Town overlooking the Bedford Basin, an agreement if entered into shall specify that two thirty foot wide separations are to be provided between the buildings on either side of the entrance road to the waterfront project to provide views from the highway and from the existing homes above the site. Buildings are to be set back 60 feet on either side of the entrance road to the waterfront project to provide a view. As well, the maximum building height is to be 75 feet.

## **Attachment E: Excerpt from LUB for Bedford**

### **PART 16 COMMERCIAL COMPREHENSIVE DEVELOPMENT DISTRICT (CCDD) ZONE**

- 1) No development permit shall be issued for a development in a CCDD Zone unless the proposed development is in conformance with a development agreement which has been approved by a resolution of Council.
- 2) The following uses maybe permitted in a CCDD Zone:
  - a) single unit dwellings
  - b) two unit dwellings
  - c) townhouse dwellings;
  - d) multiple unit buildings;
  - e) neighbourhood commercial uses;
  - f) office buildings;
  - g) Central Business District uses (CGB Zone uses);
  - h) convention facilities;
  - i) institutional facilities (SI Zone uses);
  - j) parks and recreational uses;
  - k) existing uses, as follows: Traveller's Motel, Esquire Motel, Clearwater Lobsters Ltd., and residential uses at Civic # 1763 to 1805 Bedford Highway;
  - l) recycling depot
  - m) billiard/snooker club
  - n) any uses accessory to the foregoing uses.
- 3) A CCDD Zone shall be applied only to sites identified CCDD on the Generalized Future Land Use Map.
- 4) In the event Council approves the proposal, approval shall only be granted subject to the condition that the registered owner of the land upon which the development is to occur shall enter into an agreement with Council containing such terms and conditions as Council may direct. This agreement shall be registered with the land and be binding on any subsequent owners of the land. Council may discharge the agreement upon the completion of particular phases of the development pursuant to Policy C-9 of the Municipal Planning Strategy.
- 5) Notwithstanding anything in this By-law, the lot size, front yard, side yard, rear yard and height restrictions shall be described in the Development Agreement made between Council and the developer pursuant to Sections 66 and 67 of the Planning Act and policies C-7 to C-15 of the Municipal Planning Strategy.



## **Attachment F: Minutes from September 24, 2015 Public Information Meeting**

### **HALIFAX REGIONAL MUNICIPALITY Public Information Meeting Case 20054**

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**Thursday, September 24, 2015  
7:00 p.m.  
BMO Centre, Multi-Purpose Room**

#### **STAFF IN**

##### **ATTENDANCE:**

Stephanie Norman, Planner, HRM Development Approvals  
Jillian MacLellan, Planner, HRM Development Approvals  
Nathan Hall, Development Technician Intern, HRM Development Approvals  
Alden Thurston, Planning Technician, HRM Development Approvals  
Cara McFarlane, Planning Controller, HRM Development Approvals

#### **ALSO IN**

##### **ATTENDANCE:**

Councillor Tim Outhit, District 16  
Councillor Matt Whitman, District 13  
Ian Watson, Planner, Upland Urban Planning and Design

#### **PUBLIC IN**

##### **ATTENDANCE:**

Approximately 7

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The meeting commenced at approximately 7: p.m.

### **1. Call to order, purpose of meeting – Stephanie Norman**

Ms. Norman introduced herself as the Planner facilitating this application through the planning process; Jillian MacLellan, Nathan Hall, Alden Thurston and Cara McFarlane (HRM Development Approvals); Councillor Tim Outhit (District 16); Councillor Matt Whitman (District 13); and Ian Watson (Applicant), Upland Urban Planning & Design – representing the applicant.

The purpose of the PIM is to identify to the community that HRM has received an application, give some background on the proposal and receive feedback from the public. This is purely for information exchange and no decisions are made at the PIM.

The Public Information Meeting (PIM) Agenda was reviewed.

### **2. Overview of planning process – Stephanie Norman**

The application was received by HRM and brought before the public in the form of a Public Information Meeting (PIM); staff we will take tonight's feedback to the North West Planning Advisory Committee (NWPAC); a full staff review will be done (Halifax Water, engineering, building standards, etc.); staff will prepare a staff report which will include the draft development agreement to go before North West Community Council (NWCC); NWCC will have first reading on the proposal and set a public hearing (another opportunity for the public to comment); NWCC will make a decision on the proposal following the public hearing; NWCC's decision is followed by a 14-day appeal period through the Nova Scotia Utility and Review Board (NSUARB); if not

appealed, the development agreement can be signed and registered with the Land Registry; and the developer can then apply for permits and proceed with the project.

### **3. Presentation of Proposal – Stephanie Norman**

The site (in red) was shown along with a few photos showing the Travelers Motel site, the Esquire Motel site and some commercial and residential properties nearby.

The applicant, United Gulf, received a development agreement to introduce commercial land uses for the former Travelers Motel and existing Esquire Motel sites in February 2015. The development agreement allowed for the full conversion of the Travelers Motel site as well as partial conversion of the Esquire Motel site for general commercial uses while retaining part of Esquire Motel site as a motel use. Since then, there has been an increase in commercial interest in the site; therefore, the applicant would like to amend the existing development agreement to allow a full conversion of the Esquire Motel for general commercial uses, the allowance of rooftop signage and to replace the Schedules to provide clarity within the development agreement.

The proposed elevations were shown. There will be a change in the façade, windows and doors but the building's form and height will not change.

The site plan and photos of the changes to the Travelers Motel site were shown.

The property is zoned CCDD in the Bedford Plan Area which requires a development agreement for any type of development. Policy C-13 anticipates a larger scale, multi-unit development as well as commercial and allows consideration of such by HRM staff and Council.

### **Presentation of Proposal – Ian Watson, Upland Urban Planning and Design**

The Esquire Motel was opened in 1955 with 28 rooms. Currently, there is a development agreement in place that permits a full conversion of the Travelers Motel and up to 57% of one of the two buildings at the Esquire Motel for commercial uses.

A photo of today's aging and outdated Esquire Motel was shown. A photo of renovations to the Travelers Motel was shown which allow for boutique/commercial uses. To date, United Gulf has had a lot of interest in those properties and has been leasing spaces faster than expected. The applicant is looking to continue this reinvestment and conversion of these motels into boutique/commercial stores.

To date, some confirmed businesses that are in the process of occupying the spaces are a flower shop, handmade soaps, soup and sandwich café, a salon/spa, Chinese restaurant, Bath Fitter. These are the types of businesses the applicant expects to continue to move into the Esquire expansion as well.

The elevations were shown. One would see changes in the windows, doors, façade, etc. to make the building more conducive to commercial activities. The Esquire Motel site may not be exact to the Travelers Motel site, but similar in terms of updating the buildings. The site plan shows a non-disturbance area which not be touched during renovations.

The Bedford Land Use By-law allows for wall signage but not roof signs. The former motel building does not allow for front wall signage; therefore, United Gulf has requested to allow roof signs as part of the development agreement as opposed to sandwich boards. An example of the sign was shown. The sign would be metallic with down-lighting for each unit for consistency.

#### 4. Questions and Comments

**Fred Muise, Bedford Highway**, lives directly across the street from the Travelers Motel development and is concerned about lighting. Currently, the light from the funeral home lights up his home during the night and welcomes criminal activity. Will the lights be facing down? Will there be another access to the property? Will there be more parking in the front? **Mr. Watson** – The signs would have down-lighting so there will be no glare to neighbouring properties. The entrance to the parking lot would remain the same but the lot would be reconfigured to allow for more parking depending on the types of uses. If needed, there is room behind the buildings outside of the non-disturbance area. The area between the road and the parking lot will remain a landscaped area.

**Manuel Escobar, Millview Avenue** – How many tenants are expected when the renovations are complete? **Mr. Watson** – Six can be confirmed and there are others currently signing leases. The spaces are somewhat flexible allowing a tenant to take more spaces; therefore, it is hard to confirm a number. **Mr. Escobar** is concerned about traffic. He likes the idea of the proposal but presently, it takes 25 to 30 cars before he can enter onto the Bedford Highway from Millview Avenue. The increase in traffic from the development and the surrounding businesses will make it more difficult and accidents will increase. It is also difficult and dangerous making a left hand turn onto the Bedford Highway from Glenmont Avenue. **Mr. Watson** – Traffic is always a concern with any development. A lot of the uses are not necessarily business that have high traffic during rush hour. A Traffic Impact Statement (TIS) was done which resulted in a couple of extra cars in the afternoon and fewer cars in the morning compared to the current use of the motel as people are checking out in the morning. **Mr. Escobar** – It doesn't matter what time of the day it is in that area of the Bedford Highway.

**Brian Murray, Hammonds Plains Road** – Do you anticipate every business having a sign on top of the building? **Mr. Watson** understands that each business would have a sign so it is a consistent look. Assuming that each door is a separate business, with both sites, there would be roughly 20+ signs in total. **Mr. Murray** believes that many signs in that area would look “Florida-ish”.

**Mr. Murray** - What percentage of the Travelers Motel site is occupied? **Mr. Watson** – At the moment, renovations are being done. There was a holdup with water connections but that has taken place this week; therefore, businesses should be in there very soon. **Mr. Murray** – Because businesses are not established in the already approved portion (six to eight months ago), assumptions regarding traffic generation are being made. It would have been nice to have had numbers from businesses operating in the Travelers Motel site before assuming traffic results for this proposal. Bedford Highway is over capacity now; therefore, making less is better but not necessarily the answer. **Ms. MacLellan** – The TIS for this proposal compared what a general motel use would contribute to traffic versus retail uses. It is not 100% definitive.

**Doug Kolmer, Southgate Drive**, has been involved with the development of the Bedford waterfront. The Waterfront Development Corporation owns the land behind this proposal and any planning processes before Council relate because a change is required in the traffic pattern. Traffic is a recurring theme. Other forms of transportation such as more buses or the possibility of a ferry or commuter rail could impact the traffic on the Bedford Highway. **Ms. MacLellan** – The TIS is completed by a traffic engineer and reviewed by HRM's traffic engineers to make sure it is acceptable. **Mr. Kolmer** – Residents that live in the area can anticipate issues that don't show up in the numbers from a study.

**Mr. Kolmer** made another point regarding the nature of the permitted businesses. What would be the possibility of allowing a change from the CCDD permitted uses? **Ms. MacLellan** – The uses need to comply with policy. The existing development agreement speaks to specific

commercial uses such as motels, general retail, personal and household services, full service restaurants, commercial photography and office uses. If there is a further change requested, the development agreement would have to be amended again and involve public consultation and a public hearing at Council.

**Mr. Muise** was told at the previous meeting that there wouldn't be another access for the Travelers Motel site. Currently, at the end of the parking lot there is a gravel driveway. He thinks this is a great idea and hopes it remains there. **Mr. Watson** thought there may be an opportunity through this development agreement to make that a possibility. **Ms. MacLellan** will talk to the applicant and traffic services.

**Mr. Escobar** believed there was to be no cutting on the property. There used to be an old, beautiful pine tree there. He has also complained many times to HRM about all the gravel at the bottom of Millview Avenue that becomes very dangerous for motorcycles and cars. He would like to see this cleaned up. **Mr. Watson** – In this case, the parking lots are paved; therefore, won't create any gravel.

**Councillor Outhit, District 16**, will look into the funeral home being lit up during the night. Many residents are concerned that this property could look more like a strip mall or have a more "Florida-ish" look as Mr. Murray pointed out. The roof signs are going to be difficult to do and will be a big change for Bedford. While there are certain uses permitted in that designation, there is nothing that forces them to be boutiques. The spirit of the development agreement for the Travelers Motel site when it came to NWPAC, and then to NWCC, was that there would be a trial period of about a year to see what kind of tenants would move in and what impact they would have on traffic before deciding if there would be any expansion. There are definitely pros and cons to everything but he has received concerns about traffic and the types of tenants that will move in.

## **5. Closing Comments**

**Ms. Norman** thanked everyone for coming and expressing their comments.

## **6. Adjournment**

The meeting adjourned at approximately 7:41 p.m.