



PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

MEMORANDUM

TO: Chair and Members of North West Planning Advisory Committee

FROM: Jillian MacLellan, Planner

DATE: November 24, 2015

SUBJECT: Case 20054: Application by Phillip Kahil and Christine Dib-Kahil for a non-substantive amendment to the development agreement for 91 and 97 Dartmouth Road (Case 00949) to extend the completion date.

The applicants are requesting a non-substantive amendment to the existing development agreement at 91 and 97 Dartmouth Road to allow for an extension to the completion date for the creation and development of a flag lot. The submission from the applicant is included in Attachment A.

Non-substantive amendments are amendments that are considered minor in nature and do not require a public hearing, however they can be appealed to the Nova Scotia Utility and Review Board. Each development agreement will identify what amendments are considered non-substantive.

The existing development agreement was approved by North West Community Council on July 5, 2007 and permits the creation of a flag lot. A flag lot is a lot that is irregularly shaped and has reduced frontage. It often resembles a fully outstretched flag, where the pole portion provides the frontage and access and the flag portion serves as the developable area of the lot.

Subdivision approval for the flag lot was approved September 21, 2010.

BACKGROUND

Location: The subject properties are located at 91 and 97 Dartmouth Road. (Maps 1 and 2).

Existing Uses: The property, 91 Dartmouth Road, is developed as a single unit dwelling. The property, 97 Dartmouth Road, is currently vacant, however the existing development agreement permits the development of a single unit dwelling.

Exiting Development Agreement: The existing development agreement permits the development of a flag lot (see Attachment B). The development agreement further permits the development of a single unit dwelling and includes requirements related to the siting and scale of the building, access and parking, and landscaping and buffering.

The existing development agreement allows Council to review the development agreement upon the completion of the development or 9 years from the registration of the development agreement. The existing development agreement was registered on January 10, 2008, which means the 9 years will expire on January 10, 2017.

Designation: Residential under the Bedford Municipal Planning Strategy (MPS) (see Attachment C).

Zoning: Residential Single Unit Dwelling (RSU) Zone under the Bedford Land Use By-Law (LUB) (see Attachment D).

Applicable Policy: The existing development agreement was considered under Policy R-27 of the Bedford MPS which allows the consideration of flag lots through the development agreement process.

Since the development agreement was approved, Policy R-27 has been amended to include enhanced eligibility and evaluation requirements to enable the ability to create flag lots in existing residential areas while protecting the character of the neighbourhood. Any amendments to the existing development agreement will be subject to the revised policy.

PROPOSAL

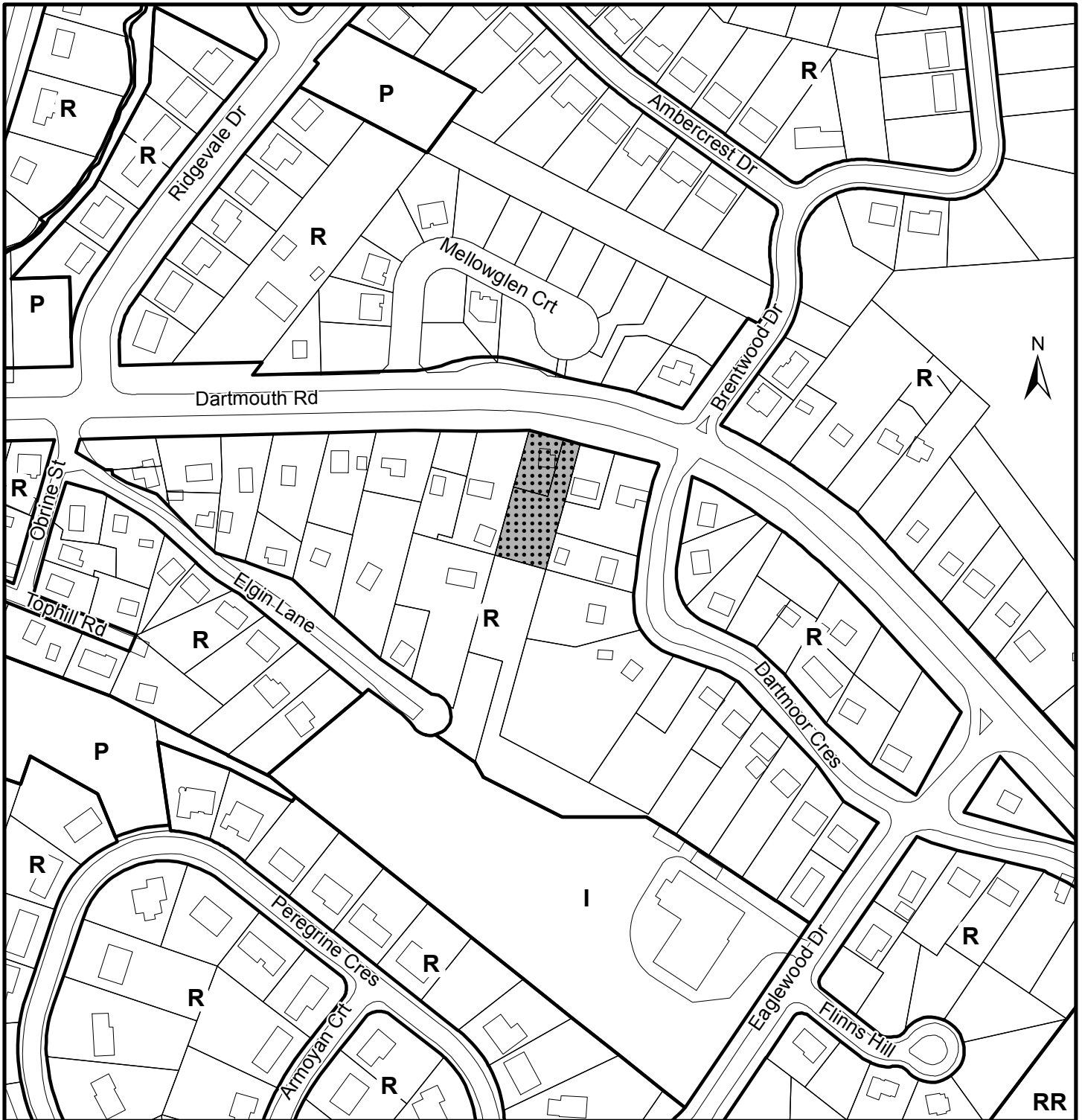
The applicant is requesting a 10 year extension to the date of completion. The applicant has expressed that due to the downturn in the real estate market they require additional time to sell the property and have it developed.

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.

ATTACHMENTS


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|--------------|---------------------------------|
| Map 1 | Generalized Future Land Use Map |
| Map 2 | Zoning Map |
| Attachment A | Submission from the Applicant |
| Attachment B | Existing Development Agreement |
| Attachment C | Excerpt from MPS for Bedford |
| Attachment D | Excerpt from LUB for Bedford |



Map 1 - Generalized Future Land Use

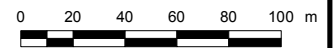
91 & 97 Dartmouth Road,
Bedford

HALIFAX

 Subject Properties

Designation

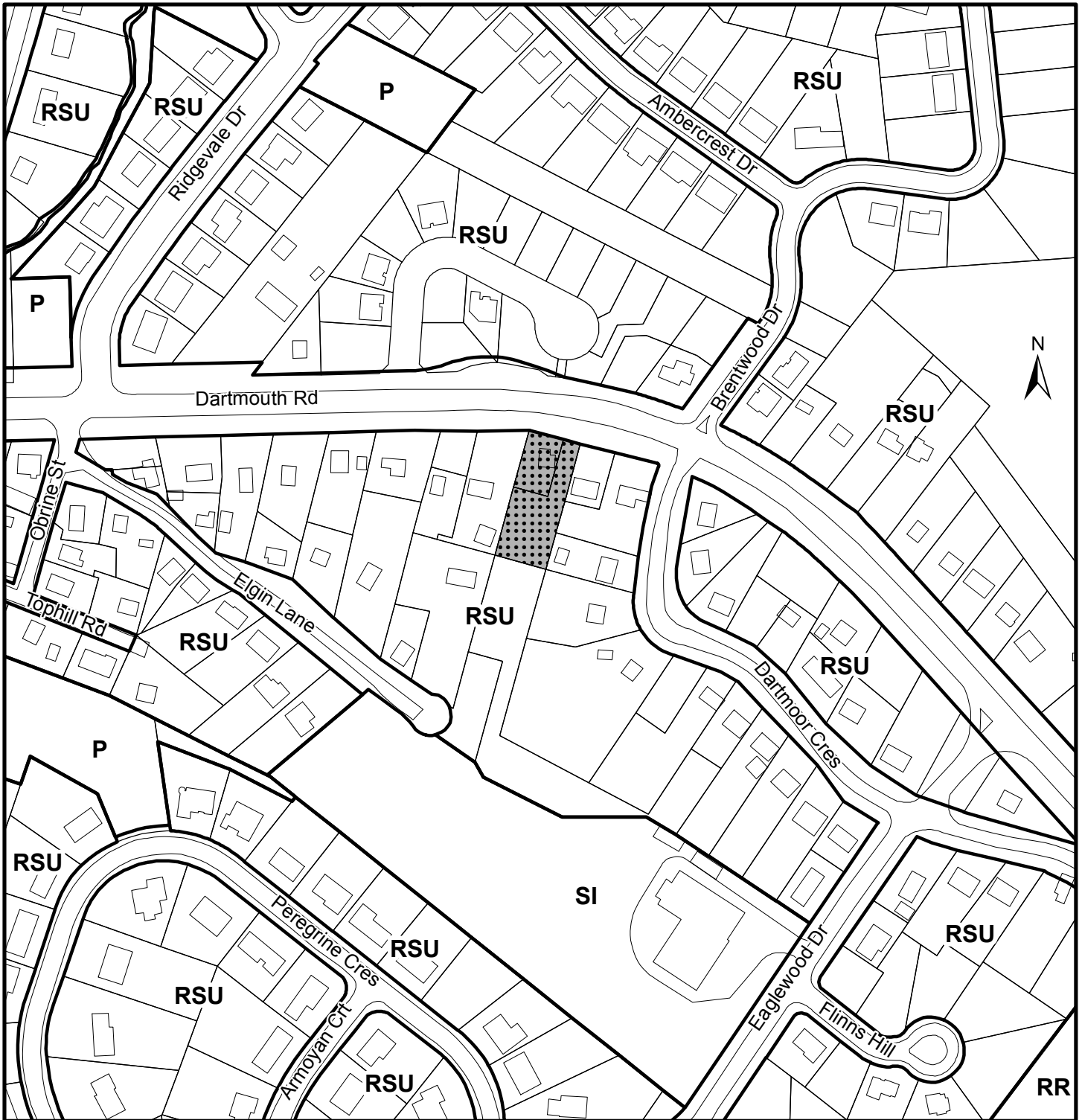
- R Residential
- RR Residential Reserve
- P Park and Recreation
- I Institutional



Bedford
Plan Area

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

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



Map 2 - Zoning

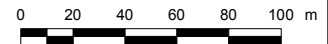
91 & 97 Dartmouth Road,
Bedford

HALIFAX

 Subject Properties

Zone

RSU	Single Unit Dwelling
RR	Residential Reserve
SI	Institutional Reserve
P	Park



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

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

Bedford
Plan Area

Case 20239 - Attachment A: Submission from the Applicant

October 23, 2015

Halifax Regional Municipality
P O Box 1749
Halifax, N.S.
B3J 3A5

Dear Sir/Madam:

Re: Phillip Kahil and Christine Dib-Kahil
Development Agreement for 91 Dartmouth Road, Bedford, N.S.
Requesting a ten year extension

We are writing to request that the current development agreement for 91 Dartmouth Road be granted a ten year extension. After contacting your office, we spoke with Mr. Ben Sivac – he recommended that we complete the Planning Application Form and submit it to your office along with a letter requesting a time extension.

The deadline for the development agreement is fast approaching and we had originally planned to have started building by now. However, with the downturn in the real estate market we have not been able to sell our property and as such, my husband has not been able to retire to start building. We are therefore requesting a ten year extension.

We have completed the application to the best of my ability – please let me know if you have any additional requirements. Also enclosed is a cheque in the amount of \$780.00 - \$330.00 processing fee and \$450.00 advertising deposit . Should you wish to contact me, I can be reached during the day at [REDACTED] or [REDACTED]. Please leave me a message and I will contact you. Thank you.

Regards,

Phillip Kahil
Original Signed

Christine Dib-Kahil
Original Signed

Case 20239 - Attachment B- Existing Development Agreement

THIS AGREEMENT made this 21st day of September, 2007,

BETWEEN:

CHRISTINE DIB-KAHIL AND PHILIP KAHIL
of the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter
called the "Developer")

APPROVED AS TO FORM

Original Signed

Municipal Solicitor

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 **91 Dartmouth Road (PID 40111221), Bedford**, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for the creation of a flag lot, as defined by the Bedford Land Use By-law, on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies R-27 and Z-3 of the Bedford Municipal Planning Strategy and Parts 2 and 6 of the Bedford Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on July 5, 2007, referenced as Municipal Case Number 00949;

THEREFORE in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

PART I: 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 and use of the Lands shall comply with the requirements of the Bedford Land Use By-law and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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 HRM 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.

1.4 Conflict

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.

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 regulations, by-laws or codes applicable to any 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 All words unless otherwise specifically defined herein shall be as defined in the Bedford Land Use By-law and Subdivision By-law.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Subdivision of the Lands

An application for subdivision to create the proposed flag lot and remainder lot shall generally conform with the site plan presented as Schedule B.

3.2 Schedules

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is in conformance with the Schedules attached to this agreement and the plans filed in the Halifax Regional Municipality as Case Number: 00949.

The schedules are:

SCHEDULE A Legal Description of the Lands of Christine Dib-Kahil and Philip Kahil, identified as 91 Dartmouth Road, Bedford (PID 40111221)

SCHEDULE B Site Plan

3.3 Requirements Prior to Approval

3.3.1 Prior to any clearing, excavation or placement of fill on the Lands, the Developer shall be required to obtain a Grade Alteration Permit as required by the former Town of Bedford Grade Alteration By-law No. 23290.

3.3.2 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.

3.3.3 Prior to obtaining subdivision approval for the proposed flag lot, the Developer shall provide the property owners of civic addresses 93 and 95 Dartmouth Road with monetary compensation in the amount of \$150 each to offset the inconvenience of having their properties assigned new civic addresses.

3.3.4 Where the written text of this agreement conflicts with information provided in the attached Schedules, the written text of this agreement shall prevail.

3.4 General Description of Land Use

The use of the Lands permitted by this Agreement are the following:

3.4.1 Uses permitted in accordance with the provisions of the Bedford Land Use By-law, as amended from time to time, except where varied by the terms of this Agreement.

- 3.4.2 The subdivision of the subject property into two lots such that:
- (a) one of the resulting lots is a 'flag lot' as defined by the Bedford Land Use By-law (herein after referred to as the flag lot) containing a minimum of thirty (30) feet of frontage on Dartmouth Road and approximately 13700 square feet as illustrated in Schedule B. Notwithstanding Schedule B, the Development Officer may permit the property to be smaller provided that all minimum standards of the Single Unit Dwelling (RSU) Zone, except where varied by the terms of this agreement, are adhered to.
 - (b) the remainder lot has a minimum of 60 feet of frontage on Dartmouth Road and a minimum area of 6000 square feet.
 - (c) all relevant provisions of the Bedford Land Use By-law shall apply to the remainder lot except where varied by this Agreement.
 - (d) notwithstanding (c), the Lands are permitted to be subdivided as shown on Schedule B such that the existing dwelling may encroach upon the 8 foot minimum sideyard, provided that the following conditions are met to the satisfaction of the Development Officer:
 - (i) No portion of the existing dwelling or any other structure on the remainder lot may extend over the property line onto the proposed flag lot;
 - (ii) Prior to subdivision approval, the Developer shall obtain a Building Permit and complete all work necessary to ensure that the existing dwelling would adhere to all applicable building standards once the proposed subdivision results in a reduced yard setback.

3.5 Detailed Provisions for Land Use

- 3.5.1 The proposed flag lot may contain a maximum of one (1) single unit dwelling in total and shall otherwise be subject to the requirements of the RSU Zone, as described in the Bedford Land Use By-law, except where varied by this Agreement.
- 3.5.2 The minimum side yard setback on the remainder lot shall be reduced to up to 0 metres/0 feet on one side as indicated on the attached Schedule B, if the conditions established in Section 3.4 are met to the satisfaction of the Development Officer.
- 3.5.3 No structure of any kind shall be permitted to be erected or placed within the 'pole' portion of the proposed flag lot.

3.6 Siting and Scale Requirements

The Developer agrees that any dwelling constructed on the flag lot shall comply with the following:

- (a) Any dwelling proposed for the flag lot shall meet the requirements of the Bedford Land Use By-law, as amended from time to time, except where varied by this Agreement.
- (b) In addition to the requirements of the Bedford Land Use By-law, a dwelling proposed for the flag lot shall meet the following requirements:
 - (i) Shall be located entirely within the area identified as 'Building Envelope' as shown on Schedule B.

- (ii) Shall not exceed a height of 2 storeys plus basement or 22 feet, whichever is less, measured according to the requirements of the Bedford Land Use By-law.
- (iii) The total building footprint shall not exceed 1189 square feet.
- (iv) Shall be sited such that the front facade and main entrance of the dwelling are oriented to face Dartmouth Road.
- (v) Shall maintain a 40 foot setback from existing dwellings on adjacent properties
- (vi) Accessory buildings and structures shall be permitted within the rear yard of the dwelling only, and shall otherwise be subject to all applicable provisions of the Bedford Land Use By-law.

3.7 Access and Parking

3.7.1 The existing driveway access to Dartmouth Road shall be utilized by both the remainder lot and the flag lot as illustrated on Schedule B. The remainder property shall access Dartmouth Road via the existing driveway, which will be located within the 'pole' portion of the flag lot. Prior to subdivision approval the Developer shall provide a permanent easement in favour of the remainder lot over the flag lot, to the satisfaction of the Development Officer.

3.7.2 The shared driveway and all parking areas shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer.

3.8 Building and Lighting

The Developer agrees that for any dwelling proposed or constructed on the flag lot, all lighting shall be directed to driveways, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

3.9 Landscaping

The Developer agrees that landscaping on the flag lot shall comply with the following:

3.9.1 Landscaping or appropriate vegetative cover shall be required in all areas not occupied by buildings, walkways, driveways and parking areas except for areas where natural vegetative cover is maintained.

3.9.2 Further to section 3.9.1, landscaped areas shall be grassed or include landscape features such as mulch, stone, water features, perennials, annuals, shrubs or other vegetation and features deemed acceptable by the Development Officer.

3.9.3 Prior to issuance of an Occupancy Permit the landscaping requirements identified in sections 3.9.1 and 3.9.2 shall be deemed complete in the opinion of the Development Officer.

3.9.4 Notwithstanding 3.9.3, an Occupancy Permit may be issued prior to completion of the required landscaping if the Developer provides a security deposit, in favour of the Municipality and in the form of a certified cheque or automatically renewing non-revocable line of credit issued by a chartered bank, in the amount of 120 percent

of the estimated cost to complete the landscaping. The security shall be returned to the Developer upon completion of the work described in sections 3.9.1 and 3.9.2

3.10 Buffering

The Developer agrees that, for purposes of buffering and providing a visual screen to adjacent properties, the flag lot shall comply with the following:

3.10.1 The existing wooded areas within the 12 foot sideyards of the flag lot, as identified on Schedule B, shall be retained, maintained and supplemented over time to act as a natural buffer and visual screen to adjacent properties. Existing trees within this area shall be identified both on-site and on any plan of subdivision and the Lot Grading and Alteration Plan.

3.10.2 Notwithstanding 3.10.1, where in the opinion of the Development Officer a tree poses a danger to people or property or is in sever decline, the tree may be removed and replaced with a similar species at the expense of the Developer. At the discretion of the Development Officer, the Developer may be required to engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with an equivalent degree or diploma to certify in writing that a tree poses a danger to people or property or is in severe decline prior to granting approval for removal of the tree.

3.10.3 Any tree removed without authorization of the Development Officer shall be replaced with two new trees of a similar species at the expense of the developer.

3.11 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and 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 and garbage removal.

3.12 Public Open Space Dedication

Prior to subdivision approval, the Developer shall provide the Municipality with a cash-in-lieu of parkland dedication in an amount determined by the Development Officer according to the applicable provisions of the Subdivision By-law.

3.13 Outdoor Storage

The Developer agrees that any outdoor storage and refuse containers and propane tanks and electrical transformers located on the flag lot shall, respectively, comply with the following:

3.13.1 Outdoor storage and refuse containers located outside the building shall be located in the rear yard or be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.

3.13.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the adjacent residential properties. These facilities shall be secured in accordance with the applicable approval agencies and be located within the rear yard, or within the sideyards if screened by means of opaque fencing/masonry walls with suitable landscaping.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction 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.

4.2 Off-Site Disturbance

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

4.3 Site Preparation in a Subdivision

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

4.4 Municipal Water and Sanitary Sewers

4.4.1 The water distribution system shall conform with all design and construction requirements of the Halifax Regional Water Commission.

4.4.2 The sanitary sewer system shall conform with the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.

4.5 Blasting

4.5.1 All blasting shall be in accordance to By-law B-300 (Blasting By-Law) as amended from time to time.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Site Grading, Stormwater Management and Erosion and Sedimentation Control

Developer agrees that, prior to issuance of subdivision approval, the following items shall be prepared by a qualified Professional Engineer to the satisfaction of the Development Engineer:

- (a) Stormwater Management Plan
- (b) Erosion and Sedimentation Control Plan
- (c) Lot Grading and Drainage Plan

Given the relatively minor scope of the proposal, the Development Engineer shall have discretion to accept a modified submission that, in the opinion of the Development Engineer, fulfills the requirements of the Plans identified in 5.1.

6.0 AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this agreement; and
- (b) The length of time for the completion of the development as identified in Section 8.4 of this agreement;

In considering the approval of a non-substantive amendment under Section 6.2, adjacent property owners shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.

7.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 90 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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; and/or
- (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 development 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 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement; and/or

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

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

8.2 Subsequent Owners

8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Council.

8.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

8.3 Commencement of Development

8.3.1 In the event that development of the Lands, has not commenced within 8 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, as indicated herein, the Municipality may, by resolution of

Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

8.3.2 For the purposes of this section, commencement shall mean endorsement of final subdivision approval of the proposed lots.

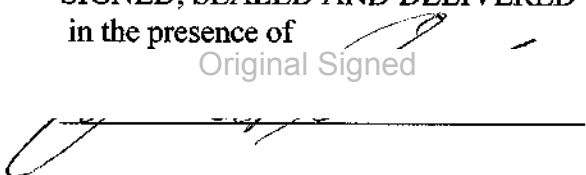
8.4 Completion of development

Upon the completion of the development or portions thereof, or after 9 years from the date of registration of this Agreement with the Registry of Deeds or Land Registration Office, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Bedford, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 21st day of September, A.D., 2007.

SIGNED, SEALED AND DELIVERED
in the presence of
Original Signed



) CHRISTINE DIB-KAHIL AND PHILIP KAHIL

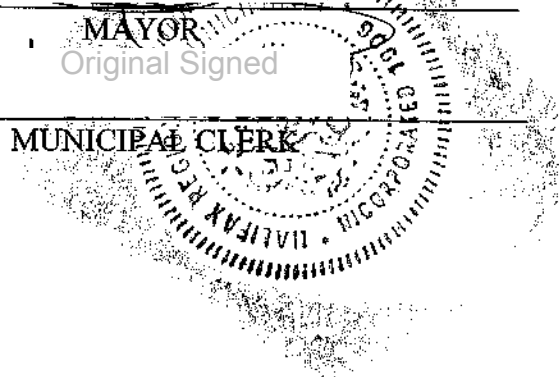
) Original Signed
) Per: Christine Dib-Kahil
) Original Signed
) Per: Philip Kahil

SEALED, 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

) HALIFAX REGIONAL MUNICIPALITY
) Original Signed
) Per: Peter J. Kelly

) MAYOR
) Original Signed
) Per: MUNICIPAL CLERK



PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

ON THIS 17 day of SEPTEMBER A.D., 2007, before me, the subscriber personally came and appeared, _____ (witness), a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that **CHRISTINE DIB-KAHIL AND PHILIP KAHIL**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Original Signed

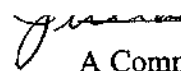

LAURETTA DIGGS
A Commissioner of the
Supreme Court of Nova Scotia
Original Signed

A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

ON THIS 21st day of September A.D., 2007, personally came and appeared before me, the subscribing witness to the foregoing Indenture, who having been by me duly sworn made oath and said that the Halifax Regional Municipality, by its officer, Mayor, Peter Kelly, and Jan Gibson, Municipal Clerk, signed, sealed and delivered the same in his^(her) presence.

Original Signed


A Commissioner of the Supreme
Court of Nova Scotia

JULIA HORNCastle
A Commissioner of the
Supreme Court of Nova Scotia

ALL THAT certain lot, piece or parcel of land situate at Bedford, Halifax Regional Municipality, and being shown as Lot 2(a) on a Plan of Lands of Lily Smith dated June 20, 1950 as prepared by R. B. Williams, PLS, the same having been approved on the 8th day of July, 1950 by the Halifax County Planning Board, said Lot 2(a) being more particularly bounded and described as follows:

BEGINNING at a stake set at the Southeast corner of Lot 2 as shown on the aforesaid plan;

THENCE South 39 degrees West, a distance of 120 feet to a point;

THENCE North 51 degrees West, a distance of 90 feet to a point being the Northeast Corner of lands now or formerly belonging to George Fancy;

THENCE along the Eastern boundary line of said Fancy lands, North 39 degrees East, a distance of 120 feet to a stake;

THENCE South 51 degrees East, a distance of 90 feet to the point and place of beginning.

AND ALSO all that lot of land at Bedford, in the Halifax Regional Municipality, a part of the Finn Farm on the Dartmouth Road and described as follows:

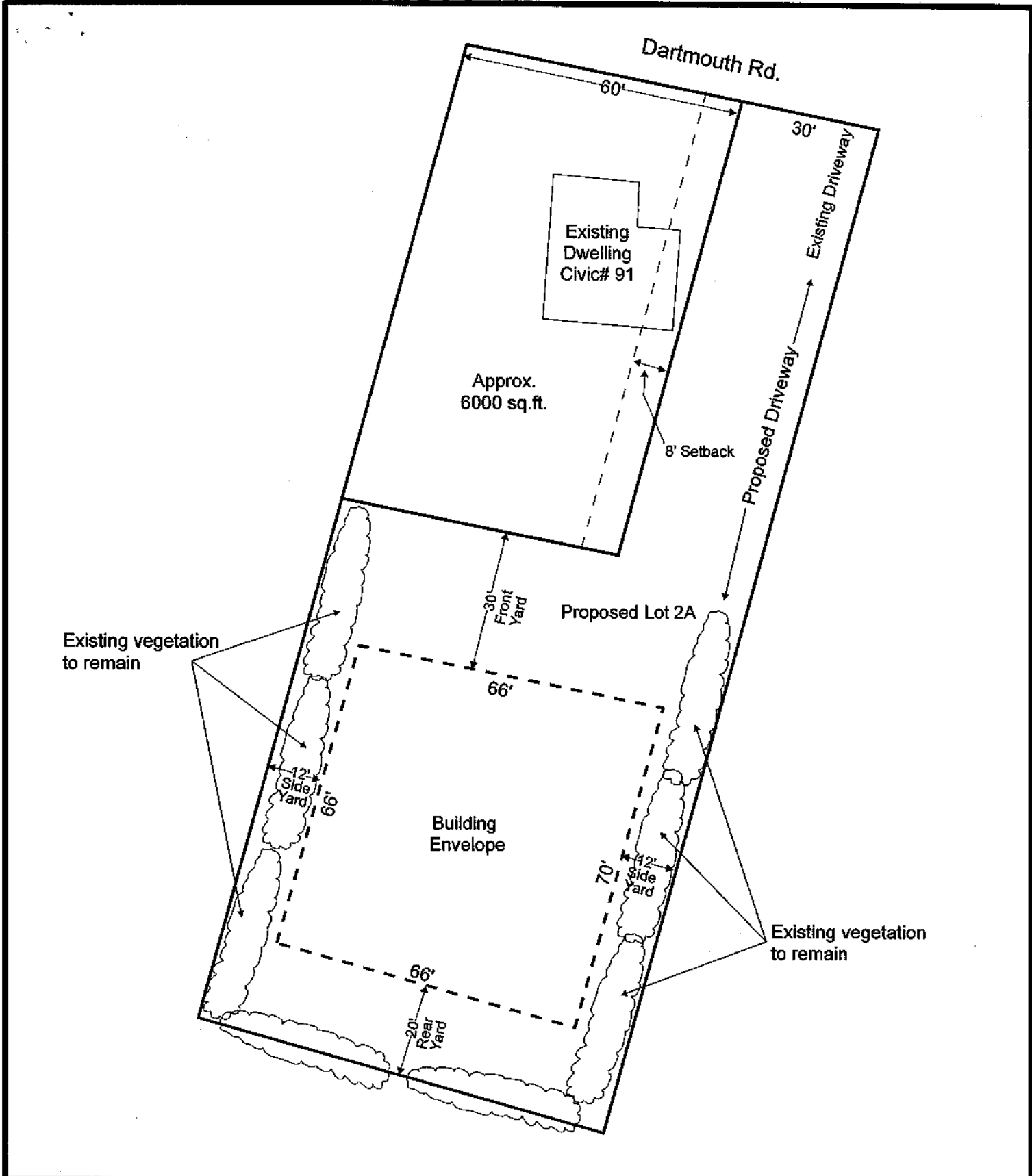
BEGINNING at a stake set on the Southern margin of the recently widened Dartmouth Road, 50 feet from the centre line of said road and at the intersection of the Northeastern boundary line of a lot sold by Lily Smith to one George Fancy with the Southern side of said road and from said point of commencement to run by Fancy's line South 39 degrees West 220 feet;

THENCE South 51 degrees East 90 feet to the line of a lot conveyed by Lily Smith to one Osborne;

THENCE by Osborne's and Prichard's line North 39 degrees East 220 feet more or less, to the Southern margin of said Dartmouth Road;

THENCE by said road, North 51 degrees West 90 Feet, more or less, to the place of beginning;

SAID LOT being a consolidation of lots numbered 2 and 2(a) as shown on a plan made by R. B. Williams, PLS, dated June 20, 1950, said plan having been approved by the Halifax County Planning Board on July 8, 1950, and being filed at the office of the Registrar of Deeds for the County of Halifax as Plan No. 83-50.



Map 4
Site Plan



HALIFAX
REGIONAL MUNICIPALITY
Planning Services

Case 20239
Attachment C: Excerpt from MPS for Bedford

Policy R-27:

It shall be the intention of Town Council to consider applications to infill within existing residential areas. Infilling shall be encouraged to enable efficient use of municipal infrastructure. Town Council shall permit reduction of lot frontage requirements for subdivision of lots **within the Single Unit Dwelling (RSU) and Two Unit Dwelling (RTU) Zones** which existed prior to **October 9, 1991**, provided the existing land uses are in conformance with the zoning on the property. Infilling activity within existing residential neighbourhoods **zoned Single Unit Dwelling (RSU) or Two Unit Dwelling (RTU) Zones** shall be regulated through provisions in the Land Use By-law **permitting a reduction to 50 feet of frontage for existing lots**. Council shall permit the creation of flag lots by development agreement **within the Single Unit Dwelling (RSU) and Two Unit Dwelling (RTU) Zones where a property cannot be subdivided by under the Land Use By-law**. Such development agreements will require that:

- § the application for a development agreement shall include the specifications for the building envelope for the proposed dwelling such that the new dwelling **is in keeping with the bulk, scale and** the average height and building footprint of the existing dwellings **in the immediate neighbourhood of** the vacant lot;
- § the minimum rear yard separation distances between the proposed new dwelling and the existing dwellings shall be 40 feet;
- § minimum front, side and rear yards shall be provided in accordance with the zone requirements
- § minimum lot area **for a flag lot** shall be **7,000** sq. ft.; and,
- § the lot must be located within an area which is zoned **single (RSU Zone) or two-unit (RTU Zone) dwellings**;
- X **on any lot adjacent to a watercourse or body of water, no area of land which has been infilled shall be included in the minimum lot area or minimum yard setback required under this policy or the Land Use By-law**;
- X **the application shall include provisions for visual screening, such as fencing and tree retention, to manage potential impact on adjacent residential properties**;
- X **controls related to the design of the new dwelling, such as the management of wall openings (i.e., windows and doors) are established to ensure that it is compatible with that of the surrounding residential environment**;
- X **no application to create a new lot for the development of a two unit dwelling shall be considered on any lot which abuts a property that is zoned RSU and which is undeveloped or contains a single unit dwelling**;
- X **where a proposal includes a two unit dwelling, the application shall include adequate outdoor amenity space such as decks, patios or other open space**;
- X **the creation of a flag lot shall not be in combination with any other development agreement option permitted under the Plan, including but not limited to Policy R-8, auxiliary dwelling units; and**
- X **consideration of limiting home based businesses due to the configuration of the lot.**

(RC-Jan 13/09;E-Feb 28/09)

Policy R-27 B

Where a development agreement has been entered into for a flag lot prior to the adoption of this policy, Council may consider amendments to the agreement in consideration of Policy R-27 or R-27A.

(RC-Jan 13/09;E-Feb 28/09)

Case 20239
Attachment D: Excerpt from LUB for Bedford

PART 6 RESIDENTIAL SINGLE DWELLING UNIT (RSU) ZONE

No development permit shall be issued in a Residential Single Dwelling Unit (RSU) Zone except for one or more of the following uses:

- a) single detached dwelling units;
- b) neighbourhood parks;
- c) special care facilities for up to 10 residents;
- d) uses accessory to the foregoing uses.
- e) existing two unit dwellings as follows:

Address

- 11 Olive Avenue (LRIS # 419440)
- 37 Olive Avenue (LRIS # 419465)
- 65 Olive Avenue (LRIS # 487868)
- 24 Olive Avenue (LRIS # 40566630)
- 380 & 382 Hammonds Plains Road (LRIS #s 473405, 40080616)
- 384 & 386 Hammonds Plains Road (LRIS #s 473413, 40070765)
- 388 & 390 Hammonds Plains Road (LRIS #s 473421, 417345)
- 20 Emerson Street (LRIS #433631) (RC-Jul 8/04;E-Jul 10/04)**
- 23 Olive Avenue (LRIS # 41399692) (NWCC-Sep 15/14;E-Oct 11/14)**
- 165 & 167 High Street (LRIS # 41056110) (NWCC-Sep 15/14;E-Oct 11/14)**

ZONE REQUIREMENTS RSU

In any Residential Single Dwelling Unit (RSU) Zone, no development permit shall be issued except in conformity with the following requirements:

Minimum Lot Area.....	6,000 Sq. Ft. serviced;
Minimum Lot Frontage	60 Ft.
Minimum Front Yard.....	Local and Collector Streets 15 Ft.; 30 Ft. Arterial Streets
Minimum Rear Yard	20 Ft.
Minimum Side Yard.....	8 Ft.
Minimum Flankage Yard	15 Ft. Local and Collector Streets; 30 Ft. Arterial Streets
Maximum Height of Building.....	35 Ft.
Maximum Number of Dwelling Units on Lot.....	1
Maximum Lot Coverage	35%