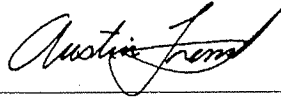


**Heritage Advisory Committee - May 25, 2011
Chebucto Community Council – June 13, 2011**

TO: Chair and Members of Heritage Advisory Committee
Chair and Members of Chebucto Community Council

SUBMITTED BY:



For Paul Dunphy, Director of Community Development

DATE: May 5, 2011

SUBJECT: Case 16217: Heritage Development Agreement – 10 Kirk Road, Halifax

ORIGIN

Application by Marterra Inc. for a heritage development agreement to permit one (1) semi-detached dwelling and twelve (12) single-unit dwellings at 10 Kirk Road, a municipally registered heritage property in Halifax.

RECOMMENDATION

It is recommended that the Heritage Advisory Committee recommend that Regional Council:

1. Approve the substantial alteration to the municipally registered heritage property as described in the development agreement contained in Attachment A of this staff report.

It is recommended that Chebucto Community Council:

1. Give Notice of Motion to consider the development agreement contained in Attachment A of this staff report and schedule a public hearing.

Subject to approval of the substantial alteration by Regional Council, it is further recommended that Chebucto Community Council:

1. Approve the development agreement contained in Attachment A of this staff report to allow for one semi-detached dwelling and twelve single-unit dwellings at 10 Kirk Road, Halifax; and
2. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

The property at 10 Kirk Road was registered as a municipal heritage property on August 10, 2010. The heritage registration included four existing buildings (the main house, gate house, pool house and ‘roost’ accessory building) and various landscape features (the rhododendron garden, hemlock stand and a variety of stone walls). The developer pursued the heritage registration as a route to apply for a heritage development agreement through Policy 6.8 of the Halifax Municipal Planning Strategy (MPS) to allow for infill development on the subject property. While the subject property may be able to meet the requirements for as-of-right subdivision, the heritage registration limits that potential on the property.

Subject property	10 Kirk Road (PIDs 00280263 and 00280115)
Total lot area	Approximately 3.5 acres
Current use	Two single-unit dwellings (main house and gate house) and several accessory buildings (pool house, pool shed, boathouse, garage and ‘roost’)
Proposed use	One semi-detached dwelling and twelve single-unit dwellings
Zoning	R-1 (Single Family Dwelling) – Halifax Mainland LUB (Map 1)
Designation	Low Density Residential – Mainland South Secondary Planning Strategy (Map 2)
Surrounding land uses	Low density residential uses
Enabling policy	City-wide Heritage Policy 6.8 (Attachment B)

DISCUSSION

The Heritage Resources section of the Halifax MPS speaks to the retention, maintenance, restoration, enhancement and re-use of heritage properties. As an incentive to owners of heritage properties, Policy 6.8 allows Council to consider development agreements for uses other than those permitted by the Land Use By-law. This option is intended to encourage greater flexibility with respect to heritage properties, provided that heritage integrity is not compromised and that the character of any adjacent residential neighbourhoods is maintained.

Substantial Alteration

The current proposal includes a substantial alteration to the existing municipally registered heritage property at 10 Kirk Road. The primary alteration would be the addition of eleven new single-unit dwellings located throughout the subject property. The proposed development agreement (Attachment A) outlines the requirements for these new buildings, including setbacks, restrictions on footprint, gross floor area, and height, architectural requirements, and requirements for accessory buildings of a limited size.

In addition, more modest alterations are proposed to the existing registered heritage buildings:

- Fire separation in the main house to convert it into a semi-detached dwelling, specifically affecting one window on the original main house which faces the 1960s addition.
Potential options include an exterior or interior fire-rated shutter, or a combination of a

- fire-rated shutter with fire-rated glass and metal frames. The final design will be approved by the Building Official in consultation with the Heritage Planner.
- Reinstatement of the previously existing stone foundation on the pool house, which had been removed for structural work.
 - Removal of an existing outdoor staircase in poor condition on the north side of the ‘roost’ accessory building, damp-proofing of the ‘roost’ foundation, and regrading to allow for construction of the private driveway.
 - Modest side and rear additions to the gate house, including the expansion of an existing, non-original side entry, and the option to expand an existing, non-original rear addition to the second storey. Plans for these additions have been reviewed by the Heritage Planner and are included in Schedule G of the proposed agreement.

Taken together, the substantial alterations will be reviewed by HRM’s Heritage Advisory Committee, and will ultimately require approval by Regional Council in accordance with HRM’s Heritage Property By-law (By-law H-200) and the Nova Scotia *Heritage Property Act*. It is staff’s opinion that both the alterations to the existing heritage buildings and the requirements for the new single unit dwellings have been designed to be complementary and yet distinguishable from the existing heritage elements of the subject property, such as registered heritage buildings and landscape features.

Development Proposal

A major focus of the proposal is that the lands will be owned by a single entity. The proposed development agreement is clear and strict that no subdivision to create lots for individual ownership will be permitted under agreement or the Regional Subdivision By-law. The developer aims to have the lands registered as a bare-land condominium through the Condominium Act, which is acceptable to HRM but not necessary.

The developer, or any subsequent owner, will be responsible for maintenance of all private driveways and private services on the subject property. While private driveways are not subject to HRM standards for public streets (because they will not be taken over or maintained by the municipality), they must meet National Building Code standards for fire safety. In this case, Fire Services has reviewed the proposal and finds the concept to be acceptable. Each of the dwelling units will be located on a ‘home site’. While each home site will have a similar practical function as a lot, they will not be individually serviced with municipal services; since the subject property will remain as one parcel, it will have one connection to municipal services, subject to Halifax Water design guidelines.

Public Information Meeting

A public information meeting (PIM) was held on September 22, 2010, and was attended by approximately 81 members of the public. Minutes and correspondence are provided in Attachments C and D. In addition to a newspaper advertisement and notice on the HRM website, written notification of the meeting was sent to property owners shown on Map 1. Should Chebucto Community Council hold a public hearing for the development agreement, a similar process of notification will be undertaken.

Based on concerns from the public about the proposed number of units, a reduction in the number of new homes was requested by staff; however, the developer has proceeded with the original number. The developer has provided a traffic impact statement confirming that the proposal will not negatively affect the local street network. The development agreement limits the footprint, gross floor area and height of new dwellings, with specific limits on Home Sites 1 through 4, those with the highest visibility from the Northwest Arm.

Legal Review

Consistent with Chebucto Community Council's motion of October 5, 2009, the proposed development agreement has been reviewed by HRM's Legal department and the content of the agreement has been approved.

Conclusion

Staff have considered the proposal to allow for infill development without subdivision on the subject property through a heritage development agreement, and advise that the proposal carries out the intent of the Mainland South Secondary Plan, the Halifax MPS, and the Regional Plan (Attachment B). Staff recommend that:

- Regional Council approve the substantial alteration to the heritage property; and
- Chebucto Community Council approve the development agreement contained in Attachment A of this report.

BUDGET IMPLICATIONS

There are no budget implications. The developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this agreement. The administration of the agreement can be carried out within the proposed budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on September 22, 2010. A public hearing must be held by Chebucto Community Council before approval of the development agreement can be considered.

For the Public Information Meeting, notices were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 1. Attachment C contains the minutes from the meeting, and Attachment D contains additional correspondence received from the public. Should Community Council decide to proceed with a Public Hearing

on this application, in addition to the published newspaper advertisements, property owners within the notification area will be notified as shown on Map 1.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners.

ALTERNATIVES FOR REGIONAL COUNCIL

1. Regional Council may choose to approve the substantial alteration to the heritage property at 10 Kirk Road. This is the staff recommendation.
2. Regional Council may refuse the substantial alteration to the heritage property.

ALTERNATIVES FOR CHEBUCTO COMMUNITY COUNCIL

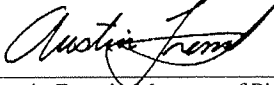
1. Community Council may choose to approve the proposed development agreement contained in Attachment A of this report. This is the staff recommendation.
2. Community Council may refer the case back to staff with specific changes to modify the development agreement. This may require a supplementary staff report or an additional public hearing.
3. Community Council may refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with the MPS policies.

ATTACHMENTS

Map 1	Location and Zoning
Map 2	Generalized Future Land Use
Attachment A	Development Agreement
Attachment B	Policy Review – Excerpt from the Halifax MPS and Regional MPS
Attachment C	Minutes from the September 22, 2010 Public Information Meeting
Attachment D	Additional Correspondence Received from the Public

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

Report Prepared by: Mackenzie Stonehocker, Planner I, 490-4793

Report Approved by: 
Austin French, Manager of Planning Services, 490-6717

Attachment A:
Development Agreement

THIS AGREEMENT made this _____ day of _____, 20____,

BETWEEN:

<INSERT DEVELOPER NAME>,
a body corporate, in the Province of Nova Scotia
(hereinafter called the “Developer”)

OF THE FIRST PART

and

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Kirk Road, Halifax, known as Block A (10 and 10A Kirk Road; <INSERT PID>) and Block B (<INSERT PID>), and which said lands are more particularly described in Schedule A hereto (hereinafter called the “Lands”);

AND WHEREAS the Lands have been registered as a Municipal Heritage Property pursuant to the provisions of the Municipality’s Heritage Property By-law (By-law H-200) and the *Heritage Property Act* as amended from time to time;

AND WHEREAS the Developer has requested approval by the Municipality to undertake substantial alterations to the Lands;

AND WHEREAS the Regional Council for the Municipality granted approval to this request at a meeting held on <INSERT DATE>;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to alter a Municipally Registered Heritage Property to allow for one (1) two-unit dwelling and twelve (12) single unit dwellings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 6.8 of the Halifax Municipal Planning Strategy and Section 71(2) of the Halifax Mainland Land Use By-law;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting held on <INSERT DATE>, referenced as Municipal Case Number 16217;

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 Halifax Mainland 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 and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or 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 and Subdivision 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) "Certified Arborist" means a professional, full member in good standing with the International Society of Arboriculture;
- (b) "Architect" means a professional, full member in good standing with the Nova Scotia Association of Architects;
- (c) "Boathouse" means the Existing Building located in the Common Shared Area and used as an accessory building;
- (d) "Buildable Area" means the portion of a Home Site in which a Dwelling or Accessory Building or Structure over 50 square feet in area must be located;
- (e) "Character-Defining Elements" means the materials, forms, location, spatial configurations, uses and cultural associations or meanings that contribute to the heritage value and that must be sustained in order to preserve heritage value;
- (f) "Common Shared Area" means the remaining portion of the Lands which is not designated as individual Home Sites, and which includes the Common Shared Private Driveways, Rhododendron Garden, pool, Pool House, Pool Shed, Boathouse and Towpath, as illustrated on Schedule B;
- (g) "Common Shared Private Driveway" means a shared private driveway in the Common Shared Area which provides access to the individual Home Sites and Common Shared Area from the Municipal public streets;

- (h) “Entire Main House” means the Heritage Building located on Home Sites 6 and 14 and used as a two-unit dwelling;
- (i) “Existing Buildings” means the Entire Main House, Gate House, Pool House, Pool Shed, Garage, Roost and Boathouse;
- (j) “Footprint” means the area of a building, including land over which the building projects, and including covered porches or verandas at a rate of one-half (1/2) their total area, but excluding any area below the eaves of a roof, and excluding any portion not covered by a roof, such as unsheltered steps, verandas or decks;
- (k) “Forester” means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;
- (l) “Garage” means the Existing Building located on Home Site 5 and used as an accessory building;
- (m) “Gate House” means the Heritage Building located on Home Site 11 and used as a dwelling;
- (n) “Gross Floor Area” means the aggregate of the area of all floors in a building, whether at, above or below grade, measured from the exterior faces of the exterior walls, and including the attic or basement floor area where the ceiling height is 1.95 metres or higher, but excluding any open steps, verandas or decks, and excluding any unfinished attic that is accessed by means other than a fixed staircase;
- (o) “Hemlock Stand” means the existing stand of mature hemlock trees referenced in the Municipal Heritage Property Registration as a Character-Defining Element of the Lands, and located along the northwest side of Finntigh Lane and extending in front of Home Site 9, as illustrated on Schedules C and D;
- (p) “Heritage Buildings” means the Existing Buildings referenced in the Municipal Heritage Property Registration, which includes the Entire Main House, Gate House, Pool House and Roost, and excludes the Garage, Pool Shed and Boathouse;
- (q) “Heritage Value” means the aesthetic, historic, scientific, cultural, social or spiritual importance or significance for past, present or future generations and embodied in character-defining materials, forms, locations, spatial configurations, uses and cultural associations or meanings;
- (r) “Home Site” means a specific site designated for an individual dwelling unit;
- (s) “Home Site Driveway” means a driveway providing access to a Home Site from the Common Shared Private Driveway;
- (t) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects;
- (u) “Main House Addition” means the portion of the Main House located on Home Site 14;
- (v) “New Accessory Building or Structure” means a new accessory building or structure located on any Home Site, but excludes the Existing Buildings known as the Roost, Pool House, Pool Shed or Boathouse;

- (w) “New Dwelling” means one of the new single unit dwellings permitted on Home Sites 1 through 5, 7 through 10 and 12 through 13;
- (x) “Original Main House” means the portion of the Main House located on Home Site 6;
- (y) “Pool House” means the Heritage Building located in the Common Shared Area near the pool and used as an accessory building;
- (z) “Pool Shed” means the Existing Building located in the Common Shared Area near the pool and used as an accessory building containing mechanical equipment for the pool;
- (aa) “Professional Engineer” means a professional, full member in good standing with the Association of Professional Engineers of Nova Scotia;
- (bb) “Rhododendron Garden” means the existing garden referenced in the Municipal Heritage Property Registration as a Character-Defining Element of the Lands, and located between Home Sites 5 and 6, as illustrated on Schedule C;
- (cc) “Roost” means the Heritage Building located on Home Site 4 and used as an accessory building;
- (dd) “Surveyor” means a land surveyor who is a registered member in good standing of the Association of Nova Scotia Land Surveyors; and
- (ee) “Towpath” means the existing public footpath along the Northwest Arm.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 16217:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Heritage Features
Schedule D	Significant Trees
Schedule E	Preliminary Easement Plan
Schedule F	Individual Home Sites
Schedule G	Gate House Addition

3.2 General Description of Land Use

3.2.1 The uses of the Lands permitted by this Agreement are the following:

- (a) One (1) two-unit dwelling, located on Home Sites 6 and 14;

- (b) Twelve (12) single unit dwellings, located on Home Sites 1 through 5 and 7 through 13;
- (c) Home occupations;
- (d) Common Shared Areas, including private driveways and walkways, amenity space, open space, landscaped areas;
- (e) Accessory buildings and structures in both the Common Shared Areas and Home Sites; and
- (f) An easement at least three (3) metres wide for public access across the Lands along the Towpath;

3.2.2 Home occupations are permitted subject to the requirements of Section 14B of the Halifax Mainland Land Use By-law, except that:

- (a) Notwithstanding Section 14B(2) of the By-law, a maximum of one home occupation shall be permitted per dwelling;
- (b) Notwithstanding Section 14B(12) of the By-law, bed and breakfast establishments shall not be permitted; and
- (c) Notwithstanding Section 20(1)(i), day care facilities in conjunction with a dwelling shall not be permitted.

3.2.3 Nothing in this Agreement shall exempt the Lands from the requirements of Section 14U of the Halifax Mainland Land Use By-law concerning development and subdivision on the Northwest Arm.

3.3 Requirements Prior to Approval

3.3.1 Prior to the issuance of a Construction Permit for a New Dwelling, the Developer shall complete the consolidation of Blocks A and B through the Municipal subdivision process, in accordance with Section 3.4 of this Agreement.

3.3.2 Prior to the issuance of a Construction Permit affecting the exterior of any of the Heritage Buildings, the Developer shall provide the Development Officer and Heritage Planner with a Heritage Conservation and Alteration Plan prepared by an Architect, in accordance with the requirements of Section 3.5 of this Agreement.

3.3.3 Prior to the issuance of any Construction Permit, the Developer shall submit a Home Site Grading Plan which corresponds to the Site Grading Plan for the Lands submitted during the Municipal subdivision process, in accordance with Sections 3.4 and 5.1(c) of this Agreement.

3.3.4 Prior to the issuance of each Occupancy Permit (excluding Occupancy Permits for the Existing Buildings where no grading changes have occurred), the Developer shall provide the Development Officer with certification from a Surveyor or Professional Engineer that

the Developer has complied with the Home Site Grading Plan and the Site Grading Plan, which includes appropriate stabilization or landscaping for long term stability of the Home Site, subject to the standards of Part 6 of the Lot Grading By-law (By-law L-300), unless otherwise permitted by the Development Engineer.

- 3.3.5 For the purposes of this Agreement, specifically Sections 3.3.3 and 3.3.4, Home Sites shall meet the requirements applicable to Lots under the Lot Grading By-law (By-law L-300).
- 3.3.6 Prior to the issuance of a Occupancy Permit for any of the Heritage Buildings, the Developer shall provide written confirmation to the Heritage Planner from an Architect confirming that construction has been completed in accordance with Section 3.5 and the Heritage Conservation and Alteration Plan required under Section 3.5.8 of this Agreement.
- 3.3.7 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, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision 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.

3.4 Subdivision of the Lands

- 3.4.1 No subdivision under the Regional Subdivision By-law to create additional new lots shall be permitted. Blocks A and B may only be consolidated into one parcel.
- 3.4.2 In the event a new parcel is created for the existing infill area between the ordinary high water mark and the existing edge of the seawall, that new parcel may be consolidated with Blocks A and B and will be governed by the terms of this Agreement.
- 3.4.3 Provided the terms of this Agreement have been fulfilled, the Municipality shall consent to the registration of a condominium on the Lands through the *Condominium Act*.
- 3.4.4 Notwithstanding Section 7(1) of the Halifax Mainland Land Use By-law, more than one main building is permitted on the Lands in accordance with this Agreement.
- 3.4.5 The Development Officer shall grant subdivision approval for the consolidation of Blocks A and B through the Municipal subdivision process subject to and in accordance with the following terms and conditions:
 - (a) The Municipal subdivision application shall include sufficient copies of the following detailed design information:

- (i) Final design (including plan and profile) of all proposed public and private services, including water, sanitary, and stormwater;
 - (ii) Final design (including geotechnical report) of all Common Shared Private Driveways in accordance with Section 3.9 of this Agreement and with the standards of the National Building Code;
 - (iii) A Landscaping Plan in accordance with Section 3.10 of this Agreement;
 - (iv) A detailed Site Disturbance Plan in accordance with Section 5.1(a) of this Agreement;
 - (v) A detailed Erosion and Sedimentation Control Plan in accordance with Section 5.1(b) of this Agreement; and
 - (vi) A detailed Site Grading and Stormwater Management Plan for the Lands in accordance with Section 5.1(c) of this Agreement.
- (b) Upon approval of the detailed Site Disturbance Plan and the Erosion and Sedimentation Plan, and prior to the pre-construction meeting, the Developer may request approval from the Development Officer to begin site clearing and tree removal for the installation of services and Common Shared Private Driveway.
- (c) Upon approval of the final design of all proposed public and private services, prior to the pre-construction meeting, the Developer may request a Blasting Permit from the Development Officer, subject to approval by all required agencies.
- (d) Upon positive recommendation of the detailed design by the Development Officer, Development Engineer, Building Official and Halifax Water, a pre-construction meeting shall be held prior to permits being issued. Prior to the scheduling of the pre-construction meeting, the Developer shall provide the Development Officer with construction time schedule.
- (e) Notwithstanding Section 3.3.1 of this Agreement, at the time of the pre-construction meeting, the Developer may request Construction Permits to convert the Garage into a dwelling, for the addition to the Gate House, and for New Dwellings on Home Sites 7 and 12, subject to approval by the Development Officer and Development Engineer. If Construction Permits are approved, Occupancy Permits shall not be issued for New Dwellings on Home Sites 7 and 12 until the Development Officer has approved the consolidation of Blocks A and B.
- (f) During the Municipal subdivision process, the Developer shall obtain the necessary permits for all required servicing work, including, but not limited to:
- (i) Streets and Services permit to upgrade the existing driveways to meet the Streets By-law (S-300) and Municipal Design Guidelines in accordance with Section 3.9 and Part 4 of this Agreement;
 - (ii) HRM Streets and Services permits and Halifax Water permits to install laterals for water and sanitary services;
 - (iii) Halifax Water servicing agreement to re-locate the existing Municipal sanitary main; and

- (iv) HRM Streets and Services permits and Halifax Water permits to move Hydrant B and install a new driveway in the Marine Drive right of way, subject to the requirements of Section 3.9.2, if required for access to Home Site 7.
- (g) During the Municipal subdivision process, the Developer shall construct the necessary public and private services for the Lands, including, but not limited to:
 - (i) Common Shared Private Driveways;
 - (ii) Laterals for water and sanitary service; and
 - (iii) Municipal sanitary main.
- (h) Prior to the Development Officer's approval of the consolidation of Blocks A and B, the Developer shall provide the necessary inspections and acceptance of work completed, including, but not limited to:
 - (i) Inspection and acceptance of the new Municipal sewer main by Halifax Water, and registration of the new easement in favour of Halifax Water;
 - (ii) Upon registration of the new easement, the existing easement in favour of HRM may be released at the cost of the Developer;
 - (iii) All necessary approvals from the Halifax Port Authority for the outfall from the private stormwater management system;
 - (iv) Certification from a Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan;
 - (v) A Certificate of Construction Compliance for the Common Shared Private Driveways;
 - (vi) Inspection and acceptance of the Common Shared Private Driveways as required by Fire Services, and a registered agreement with the Traffic Authority for Designated Fire Lanes, if required;
 - (vii) A letter from a Landscape Architect certifying that all landscaping on the Common Shared Areas has been completed; and
 - (viii) An easement at least three (3) metres wide for public access across the Lands along the Towpath in accordance with Schedule E of this Agreement and subject to approval by the Parkland Planner.

3.4.6 The Development Officer shall not approve the consolidation of Blocks A and B until the detailed design information, necessary permits, construction, inspections and acceptance, as outlined in Sections 3.4.5(a) through 3.4.5(h) have been satisfied, as well as any other conditions imposed by the Development Officer.

3.5 Heritage Buildings and Features

3.5.1 The Developer covenants and agrees that it shall not demolish any of the Heritage Buildings or alter their exterior appearance in any manner without the written consent of the Halifax Regional Municipality. The Developer further expressly waives its rights

under Section 18 of the *Heritage Property Act* to make any alterations or carry out demolition in the event that an application for such demolition or alteration is denied by the Municipality.

- 3.5.2 Alterations to the exterior appearance of any of the Heritage Buildings or Character-Defining Elements are subject to the Heritage Property By-law (By-law H-200) and the *Heritage Property Act*.
- 3.5.3 Character-Defining Elements shall be maintained and not removed. These Character-Defining Elements are documented specifically in the Halifax Regional Municipality under Case Number 16217 and in the file maintained for 10 Kirk Road, Halifax in the HRM Registry of Heritage Properties.
- 3.5.4 Where Character-Defining Elements of the Heritage Buildings are damaged, missing or require repair or replacement, including any damage done during construction, the Developer shall repair or replace those Elements with traditional materials as found on the Heritage Building. Any repair or replacement shall be approved by the Heritage Planner prior to implementation. Anticipated repairs and replacement include, but are not limited to:
- (a) Replacement of various windows and doors in all of the Heritage Buildings;
 - (b) Maintenance and repair of the existing cladding on all of the Heritage Buildings;
 - (c) Repointing, releveling and repair of the porch steps on the northeast side of the Original Main House;
 - (d) Maintenance and repair of the existing kitchen addition on the Pool House; and
 - (e) Replacement, if required, of the existing kitchen addition on the Pool House, in substantially the same size, design and materials.
- 3.5.5 All maintenance and repair of the Heritage Buildings shall be conducted with the approval of the Heritage Planner, and in accordance with the Heritage Property By-law (By-law H-200) and the *Heritage Property Act*.
- 3.5.6 Notwithstanding Section 3.5.1 of this Agreement, the following alterations have been reviewed under the Heritage Property By-law (By-law H-200) and the *Heritage Property Act* and approved by Regional Council on <INSERT DATE> and are permitted under this Agreement:
- (a) Alterations to the Entire Main House to provide the required fire separation between Home Sites 6 and 14, subject to approval by the Building Official and the Heritage Planner;
 - (b) Reinstatement of the stone foundation for the Pool House;
 - (c) Removal of the outdoor staircase on the north side of the Roost and regrading to the top of the retaining wall to accommodate the Common Shared Private Driveway shown as Roost Road; and
 - (d) A side and rear addition to the Gate House in accordance with Schedule G, following final review and approval by the Heritage Planner.

- 3.5.7 Any renovations to the Heritage Buildings shall comply with the requirements of the Nova Scotia Provincial Building Code.
- 3.5.8 Prior to the issuance of a Construction Permit affecting the exterior of any of the Heritage Buildings, the Developer shall provide the Development Officer and Heritage Planner with a Heritage Conservation and Alteration Plan prepared by an Architect, in accordance with the requirements of Section 3.5 of this Agreement.
- 3.5.9 Prior to the issuance of a Occupancy Permit for any of the Heritage Buildings, the Developer shall provide written confirmation to the Heritage Planner from an Architect confirming that construction has been completed in accordance with Section 3.5 and the Heritage Conservation and Alteration Plan required under Section 3.5.8 of this Agreement.
- 3.5.10 A portion of the Lands falls within the High Potential Zone for Archeological Sites identified by the Province. The Developer shall contact the Curator of Special Places with the Heritage Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia prior to any disturbance of the site and the Developer shall comply with requirements set forth by the Province in this regard.

3.6 Existing Buildings

- 3.6.1 Notwithstanding any section of this Agreement, if destroyed or damaged by fire or otherwise, an Existing Building may be rebuilt, replaced or repaired to be substantially the same as it was before the destruction or damage, subject to compliance with the requirements of the Nova Scotia Building Code.
- 3.6.2 An addition to the Garage may be constructed to convert the Existing Building into a New Dwelling. Alternatively, the Garage may be removed to allow for a New Dwelling within the Buildable Area of Home Site 5, including a setback of at least eight (8) feet from the boundary of the Lands, as illustrated on Schedule F.
- 3.6.3 The Boathouse may be moved to another location on the Lands, but it may not be located in an easement, within the view illustrated on Schedule C, or in contravention of the requirements of Section 14U of the Halifax Mainland Land Use By-law.
- 3.6.4 This Agreement does not prohibit the removal of the Boathouse, the Pool, the Pool Shed or the wharf in the Northwest Arm.

3.7 New Dwellings and New Accessory Buildings and Structures

- 3.7.1 New Dwellings are permitted on Home Sites 1 through 5, 7 through 10, and 12 through 13 under the terms of this Agreement.

- 3.7.2 Future alterations to the New Dwellings are subject to the terms of this Agreement, and are not subject to the requirements of the Heritage Property By-law (By-law H-200) or the *Heritage Property Act*.
- 3.7.3 The Developer agrees that it shall not apply for variances under the provisions of the Halifax Mainland Land Use By-law and the *Halifax Regional Municipality Charter* on the Lands.
- 3.7.4 No portion of a New Dwelling, including covered porches or verandas and unsheltered structures such as decks or stairs, shall be located outside of the Buildable Area for the Home Site, as illustrated on Schedule F.
- 3.7.5 No portion of a New Dwelling, including covered porches or verandas and unsheltered structures such as decks or stairs, shall be located less than eight (8) feet from the boundary of the Lands.
- 3.7.6 The maximum Gross Floor Area of a New Dwelling shall not exceed 3300 square feet.
- 3.7.7 The maximum Gross Floor Area of all structures within the Buildable Area of a Home Site (including the New Dwelling and any New Accessory Buildings or Structures over 50 square feet in area) shall not exceed 3500 square feet.
- 3.7.8 The maximum Footprint of a New Dwelling shall not exceed:
- (a) 2000 square feet on Home Sites 1 through 5 and 12 through 13; and
 - (b) 2500 square feet on Home Sites 7 through 10.
- 3.7.9 Measured to the highest point of the roof from the lowest grade of the natural ground adjoining the building, the maximum height of a New Dwelling on Home Sites 1 through 4 shall not exceed:
- (a) Twenty-eight (28) feet, except that;
 - (b) The maximum height may exceed (a) to a maximum of thirty-five (35) feet, where the portion of the building above twenty-five (25) feet in height consists of a roof with a pitch between 10:12 and 12:12 which may contain habitable space and window dormers.
- 3.7.10 Measured to the highest point of the roof from the mean grade of the natural ground adjoining the building, the maximum height of a New Dwelling on Home Sites 5, 7 through 10, and 12 through 13 shall not exceed twenty-eight (28) feet.
- 3.7.11 Siting, bulk and scale of New Accessory Buildings or Structures shall comply with the following requirements:

- (a) No portion of a building or structure shall be located less than eight (8) feet from the boundary of the Lands;
- (b) No portion of a building or structure shall be located closer to the Common Shared Private Driveway than the setback between the Dwelling on that Home Site and the Common Shared Private Driveway;
- (c) A New Accessory Building or Structure on Home Sites 6 or 14 shall not be located between the Entire Main House and the Northwest Arm.
- (d) The maximum footprint shall not exceed:
 - (i) 350 square feet for New Accessory Buildings or Structures located within the Buildable Area of a Home Site; or
 - (ii) 50 square feet for New Accessory Buildings or Structures located outside the Buildable Area of a Home Site.
- (e) Measured to the highest point of the roof from the mean grade of the natural ground adjoining the building, the maximum height shall not exceed:
 - (i) Fourteen (14) feet for New Accessory Buildings or Structures located within the Buildable Area of a Home Site; or
 - (ii) Ten (10) feet for New Accessory Buildings or Structures located outside the Buildable Area of a Home Site.

3.8 Architectural Requirements

- 3.8.1 All plans submitted for Construction Permits must include confirmation from an Architect that the plans meet the architectural requirements of Sections 3.8.2 and 3.8.3.
- 3.8.2 General architectural requirements for New Dwellings and New Accessory Buildings and Structures are as follows:
 - (a) New Accessory Buildings and Structures shall use substantially the same style and materials as used on the Dwelling on that Home Site;
 - (b) Building materials shall not include vinyl, including but not limited to siding, windows and soffits;
 - (c) Entrances shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an equivalent acceptable to the Development Officer and Heritage Planner;
 - (d) If shutters are proposed, they must be sized to fit the opening of the window and must be provided for all windows, excluding windows below the grade of the natural ground;
 - (e) Any exposed foundation in excess of 1.6 feet (0.5 metres) shall be architecturally detailed, veneered with stone or brick, or treated in an equivalent manner acceptable to the Development Officer and Heritage Planner; and

- (f) All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design.

3.8.3 New Dwellings shall substantially conform to the existing architectural styles present on the Lands, described below as either a Craftsman or Traditional Vernacular architectural style, or a complimentary Contemporary architectural style.

- (a) A Craftsman architectural style may include such typical elements as: two storeys, a low pitched roofline, gabled or hipped roof, deeply overhanging eaves with exposed rafter ends or brackets, large covered porches or wraparound porches, substantial pillars, 4-over-1 or 6-over-1 double-hung windows, window boxes with wooden brackets, exterior chimneys, and handcrafted stonework or woodwork.
- (b) A Traditional Vernacular architectural style may include such typical elements as: simple footprint, steeply pitched roof, gable dormers, vertically oriented hang windows, windows and doors with wooden trim, corner boards, and wooden clapboard or wooden shingle siding.
- (c) A Contemporary architectural style may include such elements as: large window openings, clean lines, modern materials, and modest ornamentation, but must include inspiration from and respect for either the Craftsman or Traditional Vernacular architectural styles.

3.9 Access and Parking Requirements

3.9.1 Access to the Home Sites shall be via two Common Shared Private Driveways, shown as Finntigh Lane and Roost Road on the attached Schedules.

3.9.2 Notwithstanding Section 3.9.1, Home Site 7 may be accessed from either Marine Drive or the Common Shared Private Driveway shown as Finntigh Lane. If Marine Drive is used for access, the driveway must meet the Streets By-law (S-300) and Municipal Design Guidelines for a residential driveway, which may require upgrades and extension of the public street.

3.9.3 The Common Shared Private Driveways shall comply with the requirements of the Streets By-law (S-300) and Municipal Design Guidelines.

3.9.4 The Common Shared Private Driveways shall comply with the requirements of the National Building Code for required access routes for Fire Services.

3.9.5 Notwithstanding Section 3.9.4, the existing clear width of less than six (6) metres between the existing stone pillars on Finntigh Lane, and the proposed clear width of less than six (6) metres below the turnaround point on Roost Road, as illustrated on Schedule B, are both acceptable.

3.9.6 A turnaround for Fire Services shall be provided above the pool as illustrated on Schedule B.

- 3.9.7 Each Home Site shall include at least one parking space at least eight (8) feet wide and sixteen (16) feet long.
- 3.9.8 Each Home Site shall include a Home Site Driveway with a maximum width of twelve (12) feet.
- 3.9.9 No Home Site Driveway or parking area shall be located less than eight (8) feet from the boundary of the Lands.
- 3.9.10 Notwithstanding Section 3.9.9, the following requirements apply to Home Site Driveways and parking areas on specific Home Sites:
- (a) A Home Site Driveway or parking area on Home Sites 1 through 3 and 5 shall not be located between the New Dwelling and the Northwest Arm;
 - (b) A Home Site Driveway or parking area on Home Site 6 or 14 shall not be located between the Main House and the Northwest Arm;
 - (c) A Home Site Driveway and parking area on Home Site 3 may extend closer than eight (8) feet to the boundary of the Lands if required to provide access to the Halifax Water easement for the new Municipal sewer main;
 - (d) Home Site Driveways and parking areas on Home Sites 7 and 13 shall not be located less than four (4) feet from the boundary of the Lands;
 - (e) If the Garage is removed to allow for a New Dwelling within the Buildable Area, a Home Site Driveway and parking area on Home Site 5 shall not be located less than four (4) feet from the boundary of the Lands; and
 - (f) If an addition to the Garage is constructed to convert the Existing Building into a New Dwelling, a Home Site Driveway and parking area on Home Site 5 may be located with no setback from the boundary of the Lands.

3.10 Landscaping

- 3.10.1 Certain landscaping features, including the Rhododendron Garden and Hemlock Stand, as illustrated on Schedule C, are referenced in the Municipal Heritage Property Registration and must be maintained as Character-Defining Elements of the Lands.
- 3.10.2 In accordance with Section 3.4 of this Agreement, the Developer agrees to provide a Landscaping Plan prepared by a Landscape Architect, which complies with the provisions of Sections 3.5 and 3.10 and the Schedules attached to this Agreement.
- 3.10.3 At a minimum, the Landscaping Plan shall include landscaping details for the Common Shared Areas.

- 3.10.4 All plant material shall conform to the *Canadian Nursery Trades Association Metric Guide Specifications and Standards*, as amended, and sodded areas to the *Canadian Nursery Sod Growers' Specifications*, as amended.
- 3.10.5 All disturbed areas shall be reinstated to original condition or better, including disturbance to the Common Shared Areas as a result of construction on individual Home Sites.
- 3.10.6 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.10.7 The minimum acceptable sizes for new plant material shall be as follows:
- (a) High branching deciduous trees at grade: 60 mm caliper;
 - (b) Coniferous trees: 1.5 metres in height; and
 - (c) Shrubs: 0.6 metres in height or spread.
- 3.10.8 Construction details or manufacturer's specifications for all landscaping features to be constructed such as fencing, retaining walls, pergolas, bike racks, recycling facilities, benches, play equipment and refuse containers, shall be provided to the Development Officer. These documents shall describe the feature's design, construction, specifications, model numbers, quantities, manufacturers of site furnishings, hard surface areas, materials and placement and include a certification from a Landscape Architect that they will enhance the design of the building and the character of the surrounding area.
- 3.10.9 Fences shall be permitted in accordance with the following requirements:
- (a) Fences shall be permitted along the front boundaries of the Lands along the public right of ways for Kirk Road, McManus Road and Marine Drive. Such fences shall be no greater than four (4) feet in height and shall be constructed of wood, stone or metal excluding chain link.
 - (b) Fences shall be permitted along the side and rear boundaries of the Lands, excluding the boundary along the Northwest Arm, and excluding any fences across the easement for public access along the towpath. Such fences shall be no greater than six (6) feet in height; be constructed of wood, stone or metal excluding chain link; and be aesthetically equal on both sides.
 - (c) Fences shall be permitted within the Home Sites, excluding any areas within the view illustrated on Schedule C and excluding the portions of Home Sites 6 and 14 between the Entire Main House and the Northwest Arm. Such fences shall be no greater than five (5) feet in height and shall be constructed of wood, stone or metal excluding chain link.

- (d) A fence shall be required around the pool. Such a fence shall meet the requirements of HRM By-law S-700 regarding swimming pools and may be constructed of chain link or other materials.

3.10.10 Schedules D and F identify significant trees in the Common Shared Areas and in each Home Site. The Developer shall ensure conservation of these significant trees through the following measures:

- (a) The Landscaping Plan and Site Disturbance Plan shall identify the limit of disturbance, tree habitat preservation areas, the hoarding fence location and the stockpile location;
- (b) Prior to the issuance of a Construction Permit for a New Dwelling or New Accessory Building or Structure, the Developer shall submit a Home Site Disturbance Plan which shall identify the limit of disturbance, tree habitat preservation areas, the hoarding fence location and the stockpile location;
- (c) During demolition and construction, proper arboricultural practices shall be undertaken and shall include such activities as:
 - (i) the erection of tree protective hoarding fence located as close to the drip-line of the trees to be preserved as possible for the duration of construction;
 - (ii) no stockpiling of soil or materials or the movement of equipment within the hoarded areas; and
 - (iii) pruning of any damaged limbs or roots.
- (d) If any of the significant trees shown on Schedules D or F are damaged or removed, two new trees shall be provided for each damaged or removed tree, with new trees of a minimum size as outlined in Section 3.10.7.

3.10.11 Notwithstanding Section 3.10.10, where a Landscape Architect, Certified Arborist or Forester engaged by the Developer or lot owner certifies in writing that a significant tree poses a hazard to people or property or is in severe decline, the Development Officer may permit the tree to be removed. Any significant tree to be removed shall be replaced at the expense of the Developer or lot owner with a new tree of a minimum size as outlined in Section 3.10.7.

3.11 Signs

3.11.1 Signage shall be in accordance with HRM's Heritage Property guidelines, known as "Signage on Heritage Properties: Six Basic Principles", unless otherwise approved through the Heritage Property By-law (By-law H-200) and the *Heritage Property Act*.

3.11.2 Signs shall be limited to those permitted under Sections 23(a), 23(b) and 23(c) of the R-1 (Single Family Residential) Zone of the Halifax Mainland Land Use By-law.

3.11.3 Two (2) ground signs for civic addressing and community name shall be permitted, in conformance with the following requirements:

- (a) One such sign is permitted at the entrance to the Lands from Kirk Road and one such sign is permitted at the entrance to the Lands from McManus Road. The specific location of such signs shall require the approval of the Heritage Planner, Development Officer and Development Engineer;
- (b) The maximum height of such signs shall not exceed six (6) feet inclusive of support structures;
- (c) The face area of such signs shall not exceed four (4) square feet;
- (d) The face area of such signs shall be constructed of natural materials such as wood or stone;
- (e) The supports for such signs shall be constructed of wood, stone or metal;
- (f) Such signs may not be illuminated; and
- (g) Ornamental plants shall be planted and maintained around the base of the sign as part of the required landscaping and shown on the Landscaping Plan required under Section 3.10.2 of this Agreement.

3.12 Outdoor Lighting

3.12.1 Lighting shall be directed to the driveways, parking areas, building entrances and walkways and shall be arranged so as to divert the light away from public streets, adjacent lots and buildings.

3.12.2 Lighting on the Common Shared Private Driveways shall use a full cut-off fixture design.

3.13 Solid Waste

3.13.1 Municipal collection of solid waste shall not be provided, unless the development fulfills the requirements of the Solid Waste Resource Collection and Disposal By-Law (By-law S-600) for a condominium.

3.13.2 If the development fulfills the requirements of the Solid Waste Resource Collection and Disposal By-Law (By-law S-600) for a condominium, Municipal collection of solid waste shall be at the end of the Common Shared Private Driveway abutting the public street, not at individual Home Site Driveways.

3.14 Maintenance

3.14.1 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 all buildings, fencing, walkways, recreational amenities, Common Shared Private Driveways, Home Site Driveways and parking areas, 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.

3.14.2 The Developer shall be responsible for all aspects of maintenance for the Common Shared Private Driveways, the Home Site Driveways, the private hydrant, the private stormwater management systems, and any private water and sanitary laterals. This infrastructure will not be taken over by the Municipality.

3.14.3 The Developer shall be responsible for maintenance of the Towpath.

3.14.4 The Municipality shall not be responsible for maintenance of the Towpath or seawall.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy the latest edition of the Municipal Design Guidelines and the latest edition of Halifax Water's Design and Construction 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 and the HRM Urban Forester.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction, the areas to be disturbed or undisturbed, any removal of vegetation and intended means of replacement, and any removal and replacement of significant trees, subject to the requirements of Section 3.10;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and

Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and

- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

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) Changes to the proposed addition to the Gate House as illustrated on Schedule G;
- (b) Changes to Section 3.7.11 to permit the construction of a single accessory building with a maximum footprint of 350 square feet in the Common Shared Areas, subject to the requirements of the Heritage Property By-law (By-law H-200) and the *Heritage Property Act*;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 7.4 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 three 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 final subdivision approval of the consolidation of Blocks A and B.
- 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, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
 - (a) Retain the Agreement in its present form;
 - (b) Negotiate a new Agreement; or
 - (c) Discharge this Agreement.
- 7.4.2 In the event that development on the Lands has not been completed within 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.
- 7.4.3 For the purpose of this section, completion of development shall mean the issuance of a Construction Permit for all Home Sites.
- 7.4.4 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1, if the

Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after five years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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 thirty (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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20____.

SIGNED, SEALED AND DELIVERED
in the presence of:

**<INSERT REGISTERED
OWNER NAME>**

Per: _____

Per: _____

=====

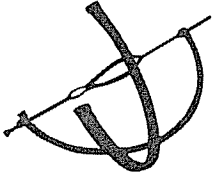
**SEALED, DELIVERED AND
ATTESTED** to by the proper signing
officers of Halifax Regional Municipality,
duly authorized in that behalf, in the
presence of:

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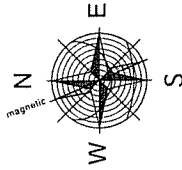
**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____
Mayor

Per: _____
Municipal Clerk



3008 Oxford Street, Unit 202
Halifax, Nova Scotia B3L 2W5
(902) 492-1215
www.solterra.com



FINNTIGH MARA

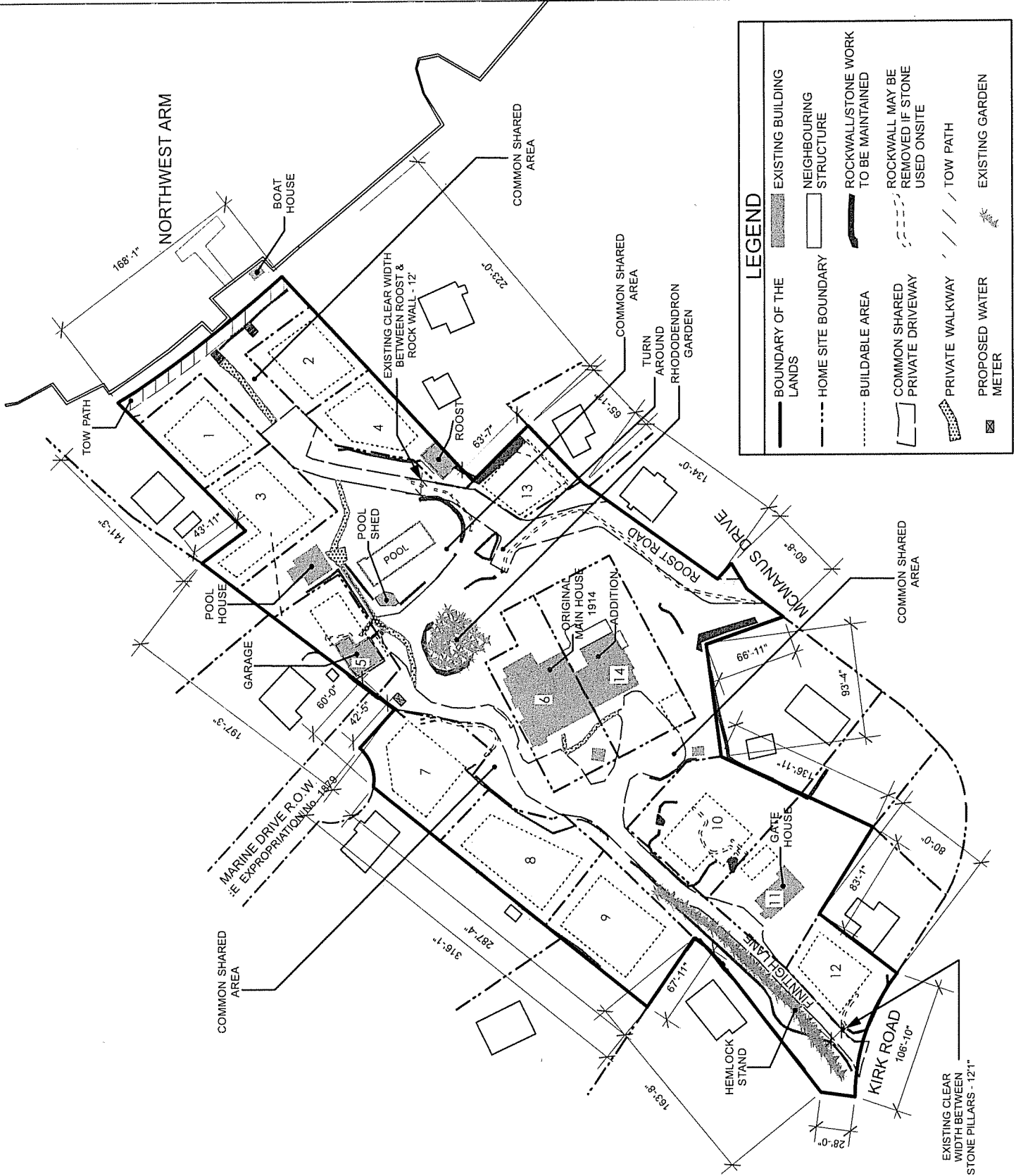
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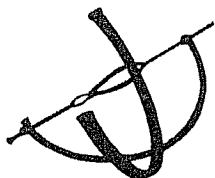
Project

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APRIL 28 REVISION	
APRIL 13 REVISION	
APRIL 12 MEETING	
APRIL 7 SUBMISSION	

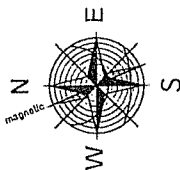
SCHEDULE B

SITE PLAN	
Scale	1:1250
Date	29 APRIL 2011
Project No.	0924





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Halifax, Nova Scotia B3L 2W5
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FINNTIGH MARA

10 KIRK ROAD
HALIFAX, NOVA SCOTIA

Project

Revisions

APRIL 29 REVISION
APRIL 28 REVISION
APRIL 13 REVISION
APRIL 12 MEETING
APRIL 7 SUBMISSION

SCHEDULE C

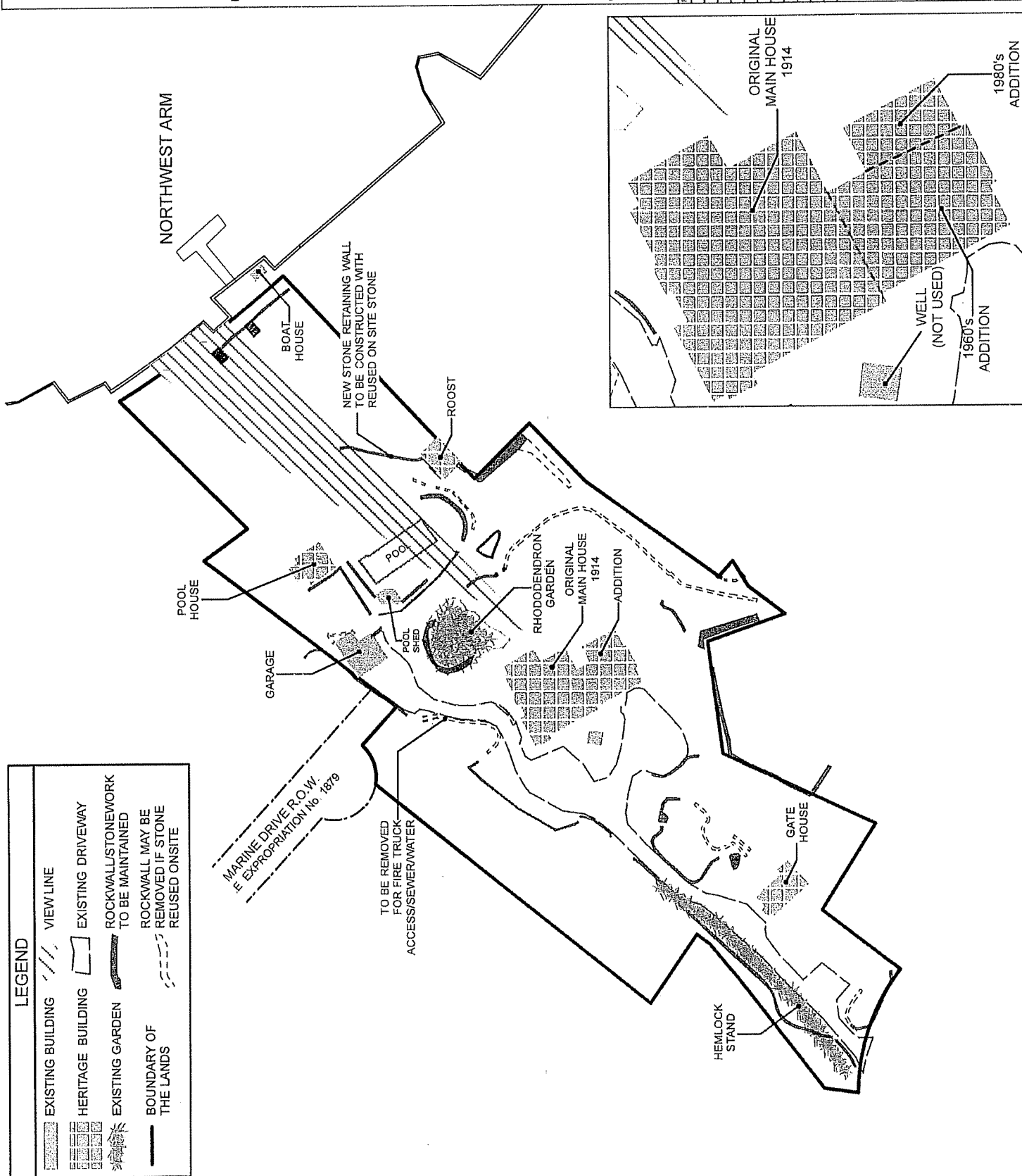
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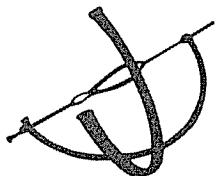
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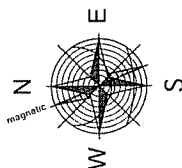
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FINNTIGH MARA

10 KIRK ROAD
HALIFAX, NOVA SCOTIA

Project

Revisions

APRIL 28 REVISION
APRIL 28 REVISION
APRIL 13 REVISION
APRIL 12 MEETING
APRIL 7 SUBMISSION

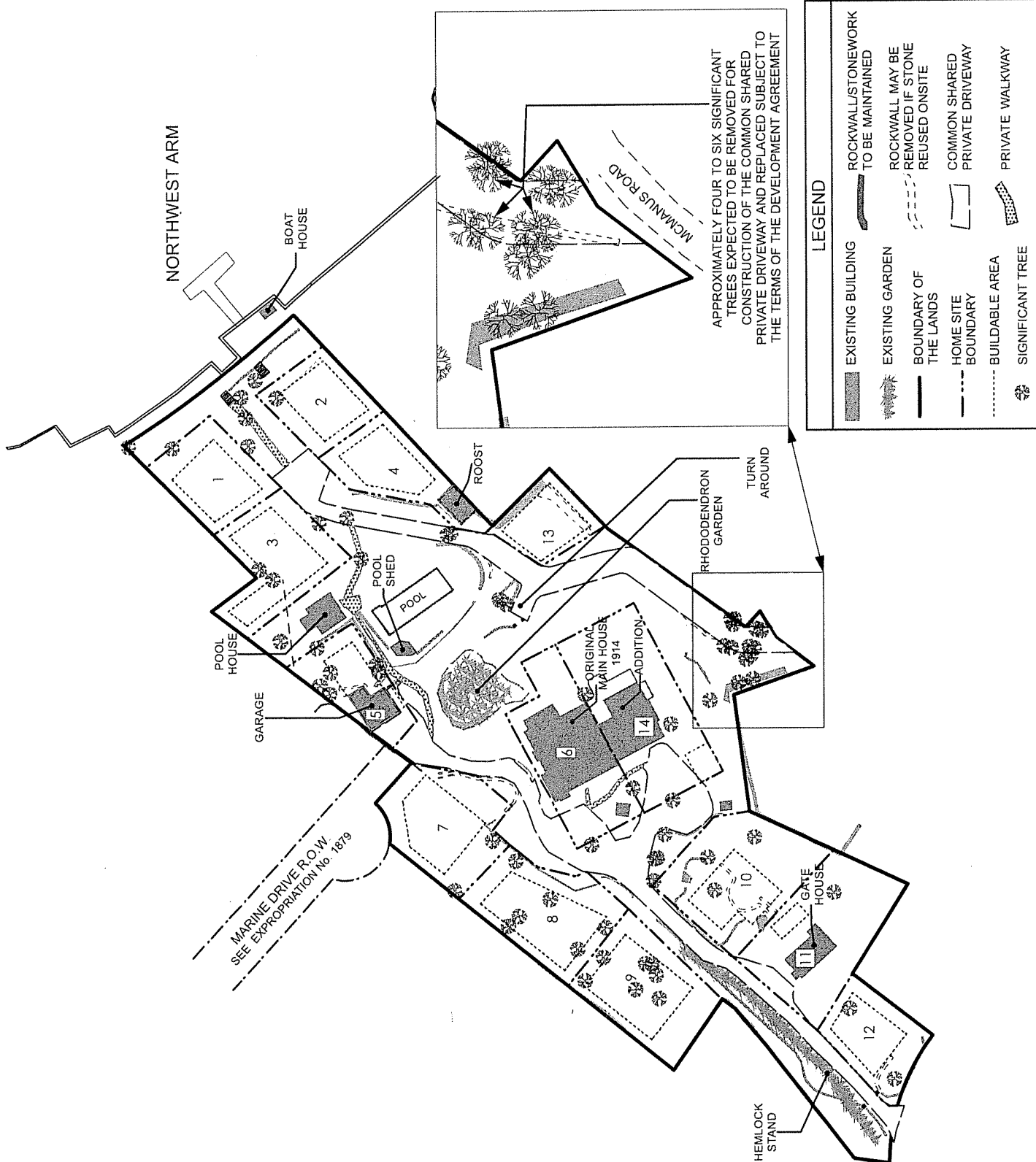
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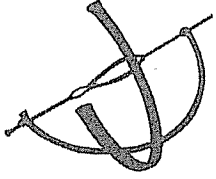
SIGNIFICANT TREES

Scale 1:1250

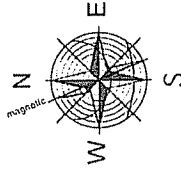
29 APRIL 2011

Project No 0924





3008 Oxford Street, Unit 202
Halifax, Nova Scotia B3L 2W5
(902) 492-1215
www.solierte.com



FINNTIGH MARA

10 KIRK ROAD
HALIFAX, NOVA SCOTIA

REVISIONS:

APRIL 29 REVISION
APRIL 28 REVISION
APRIL 13 REVISION
APRIL 12 MEETING
APRIL 7 SUBMISSION

SCHEDULE E

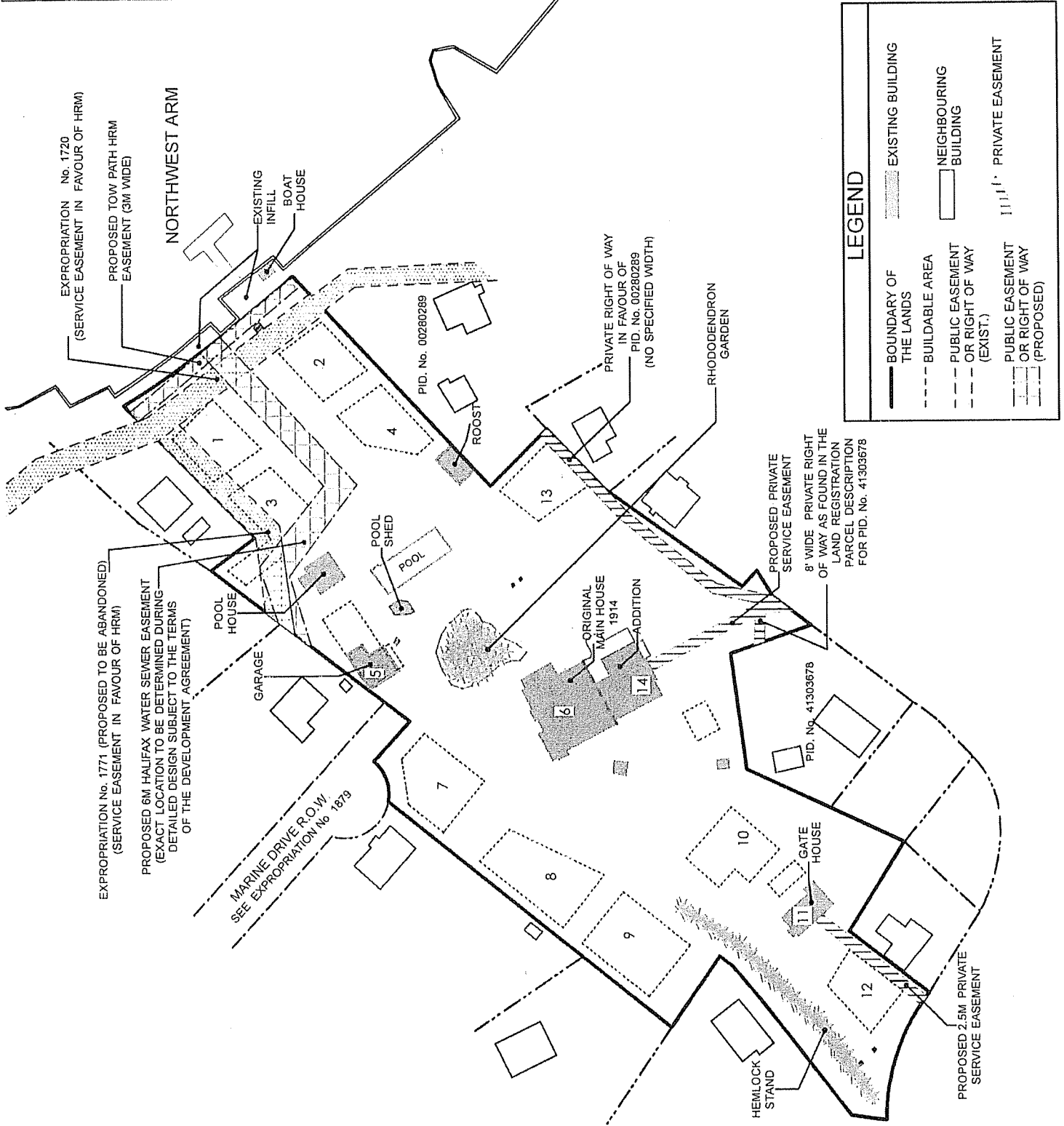
PRELIMINARY
EASEMENT PLAN

Scale

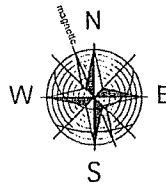
1:1250

29 APRIL 2011

Page 0924



LEGEND	
	BOUNDARY OF THE LANDS
	HOME SITE BOUNDARY
	BUILDABLE AREA
	COMMON SHARED PRIVATE DRIVEWAY
	PRIVATE WALKWAY
	COMMON SHARED AREA
	ROCKWALL/STONE WORK TO BE MAINTAINED
	ROCKWALL MAY BE REMOVED IF STONE REUSED ONSITE
	EXISTING BUILDING
	NEIGHBOURING STRUCTURE
	SIGNIFICANT TREE



SCHEDULE F INDIVIDUAL HOME SITES

FINNTIGH MARA

HOME SITE: #3

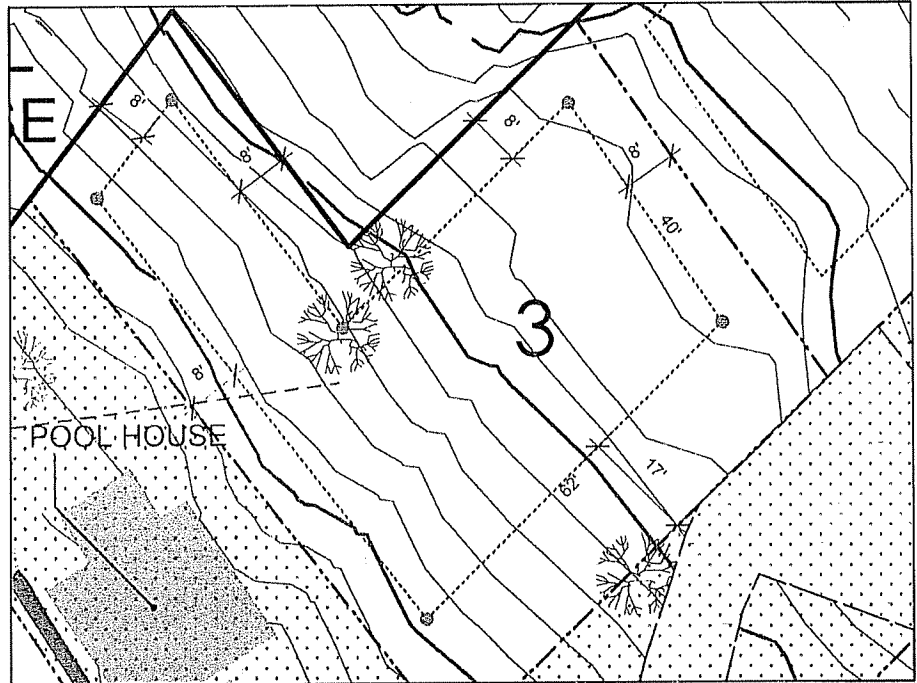
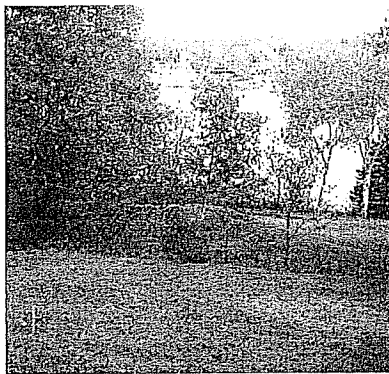
LOCATIONS OF THE NEW DWELLING AND ACCESSORY BUILDINGS ARE SUBJECT TO EASEMENTS AS WELL AS BUILDABLE AREA

Home Site Boundary:

6415 sf (irregular)
65' x 78' x 104' x 35' x 44' x 48'

Buildable Area:

3242 sf (irregular)
40' x 62' x 80' x 18' x 42' x 47'



HOME SITE PLAN - N.T.S.

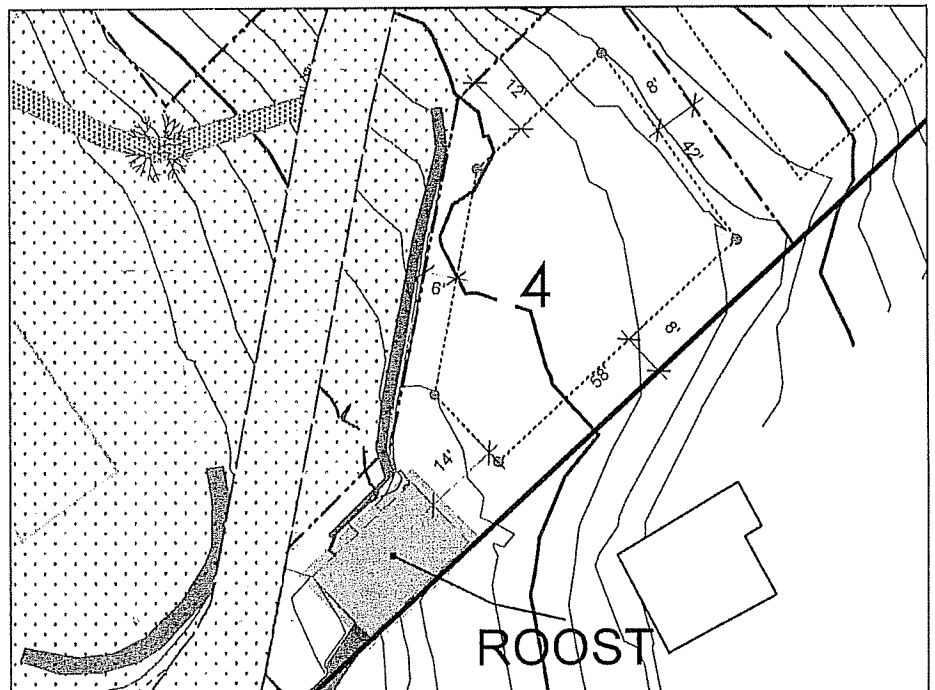
HOME SITE: #4

Home Site Boundary:

5170 sf (irregular)
63' x 124' x 21' x 45' x 64' x 35'

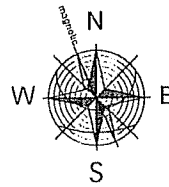
Buildable Area:

2010 sf (irregular)
42' x 58' x 17' x 42' x 23'



HOME SITE PLAN - N.T.S.

LEGEND	
	BOUNDARY OF THE LANDS
	HOME SITE BOUNDARY
	BUILDABLE AREA
	COMMON SHARED PRIVATE DRIVEWAY
	PRIVATE WALKWAY
	COMMON SHARED AREA
	ROCKWALL/STONE WORK TO BE MAINTAINED
	ROCKWALL MAY BE REMOVED IF STONE REUSED ONSITE
	EXISTING BUILDING
	NEIGHBOURING STRUCTURE
	SIGNIFICANT TREE



SCHEDULE F INDIVIDUAL HOME SITES

FINNTIGH MARA

HOME SITE: #5

Home Site Boundary:

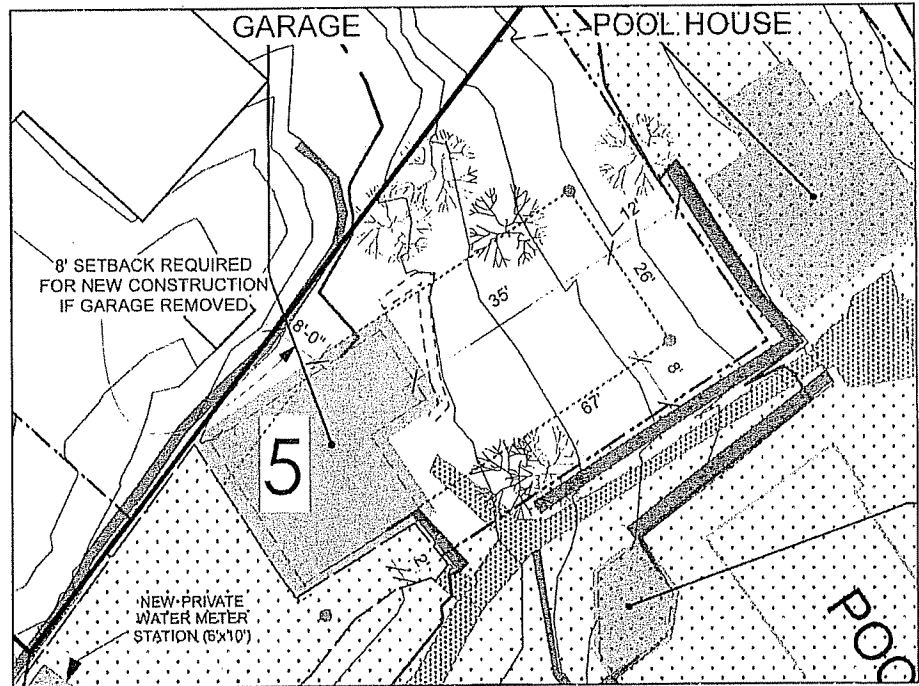
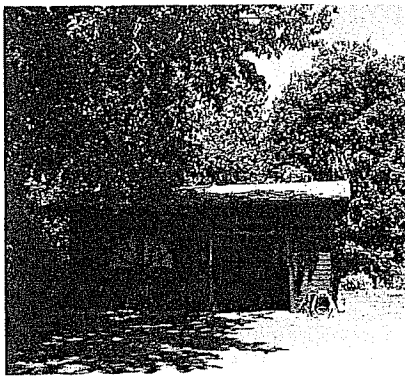
4417 sf

104' x 62' x 92' x 29'

Buildable Area:

1862 sf

26' x 67' + 6' x 20'



HOME SITE PLAN - N.T.S.

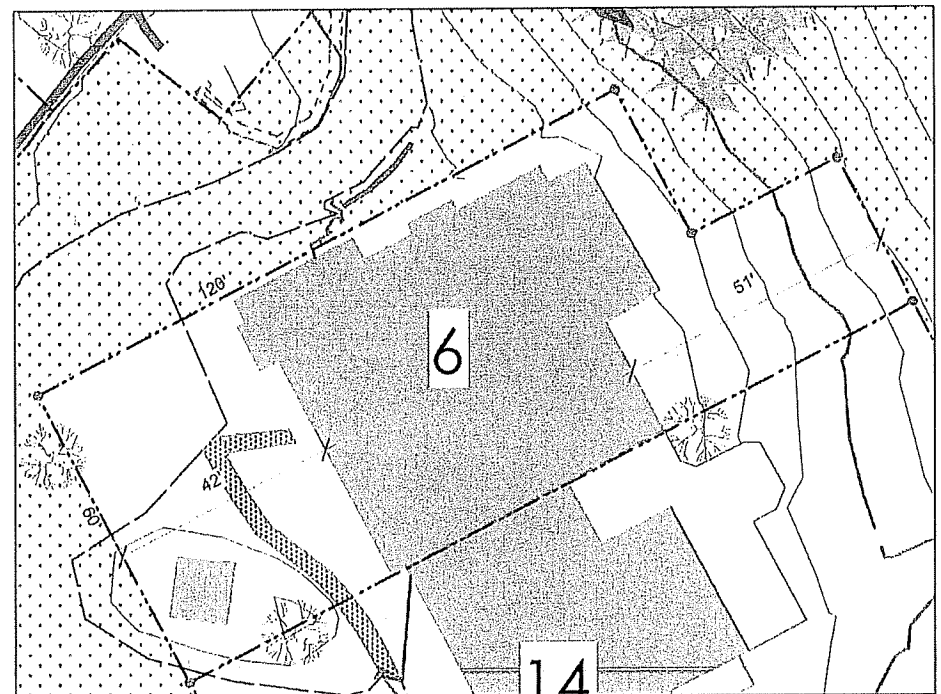
HOME SITE: #6

Home Site Boundary:

8100 sf (irregular)

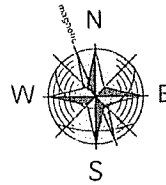
30' x 30' x 30' x 150' x 60' x 120'

Buildable Area: N/A



HOME SITE PLAN - N.T.S.

LEGEND	
	BOUNDARY OF THE LANDS
	HOME SITE BOUNDARY
	BUILDABLE AREA
	COMMON SHARED PRIVATE DRIVEWAY
	PRIVATE WALKWAY
	COMMON SHARED AREA
	ROCKWALL/STONE WORK TO BE MAINTAINED
	ROCKWALL MAY BE REMOVED IF STONE REUSED ONSITE
	EXISTING BUILDING
	NEIGHBOURING STRUCTURE
	SIGNIFICANT TREE



SCHEDULE F INDIVIDUAL HOME SITES

FINNTIGH MARA

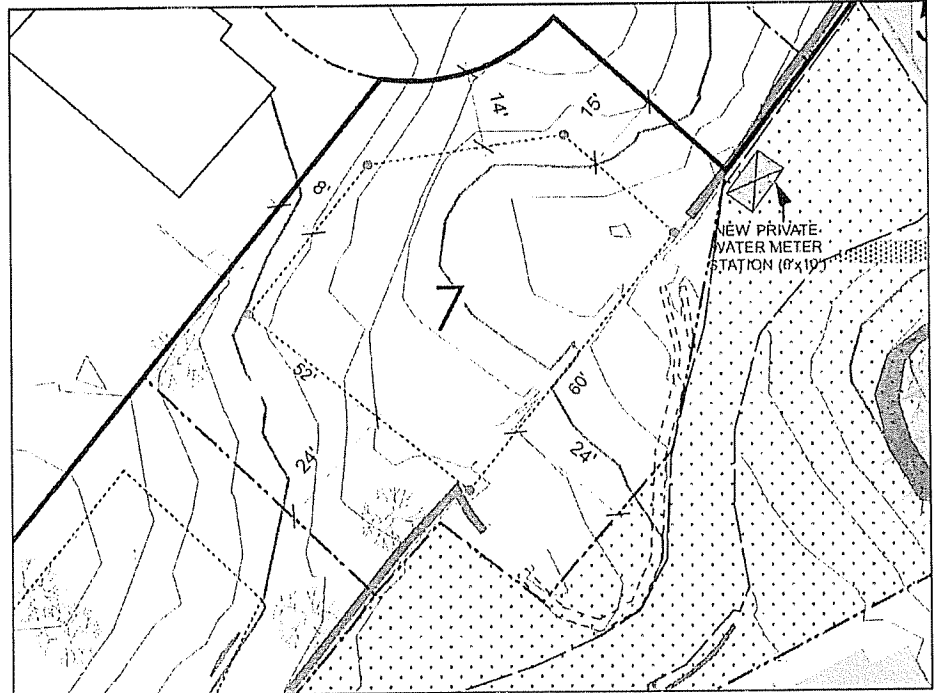
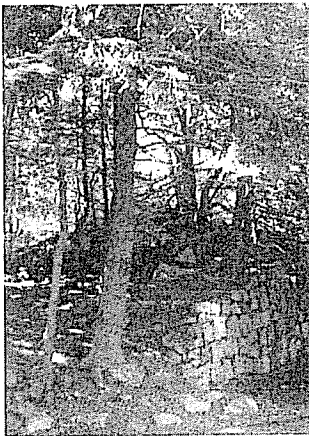
HOME SITE: #7

Home Site Boundary:

7120 sf (irregular)
42' x 52' x 36' x 23' x 17' x 58' x 99'

Buildable Area:

2870 sf
27' x 60' x 52' x 35' x 36'



HOME SITE PLAN - N.T.S.

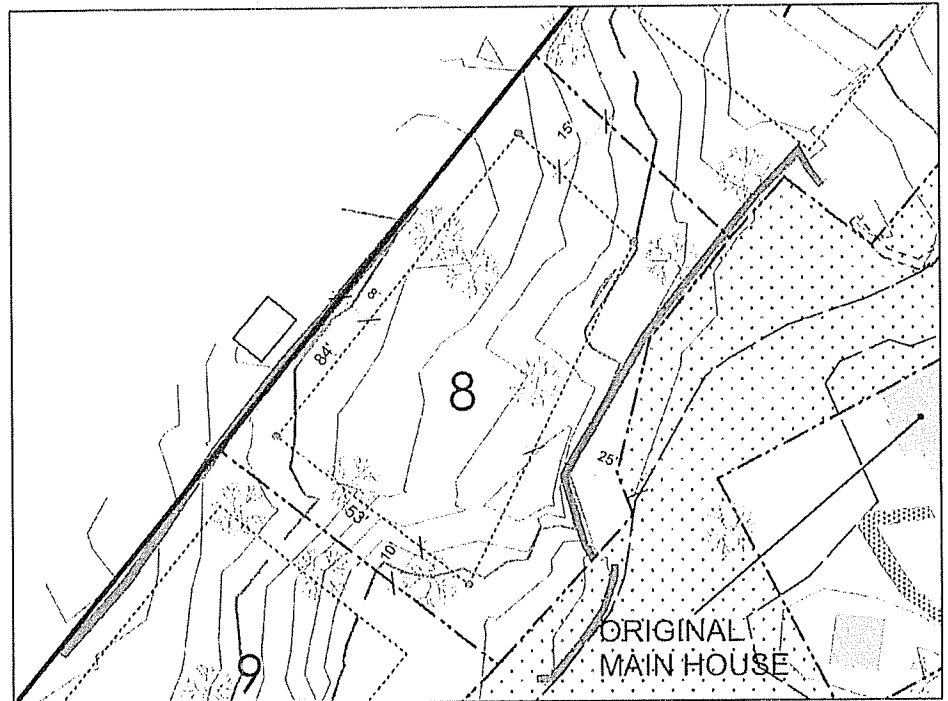
HOME SITE: #8

Home Site Boundary:












7432 sf
110' x 58' x 64' x 44' x 77'

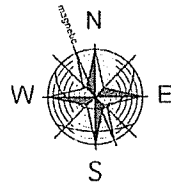
Buildable Area:

3623 sf
34' x 83' x 53' x 84'



HOME SITE PLAN - N.T.S.

LEGEND	
	BOUNDARY OF THE LANDS
	HOME SITE BOUNDARY
	BUILDABLE AREA
	COMMON SHARED PRIVATE DRIVEWAY
	PRIVATE WALKWAY
	COMMON SHARED AREA
	ROCKWALL/STONE WORK TO BE MAINTAINED
	ROCKWALL MAY BE REMOVED IF STONE REUSED ONSITE
	EXISTING BUILDING
	NEIGHBOURING STRUCTURE
	SIGNIFICANT TREE



SCHEDULE F INDIVIDUAL HOME SITES

FINNTIGH MARA

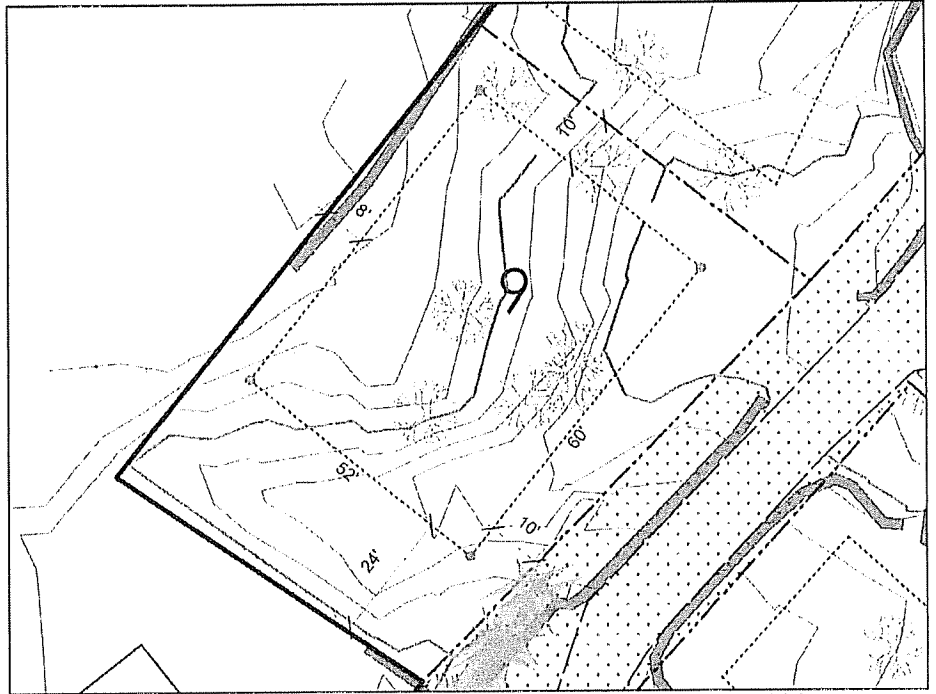
HOME SITE: #9

Home Site Boundary:

7553 sf
77' x 102' x 67' x 106'

Buildable Area:

3536 sf
52' x 60'



HOME SITE PLAN - N.T.S.

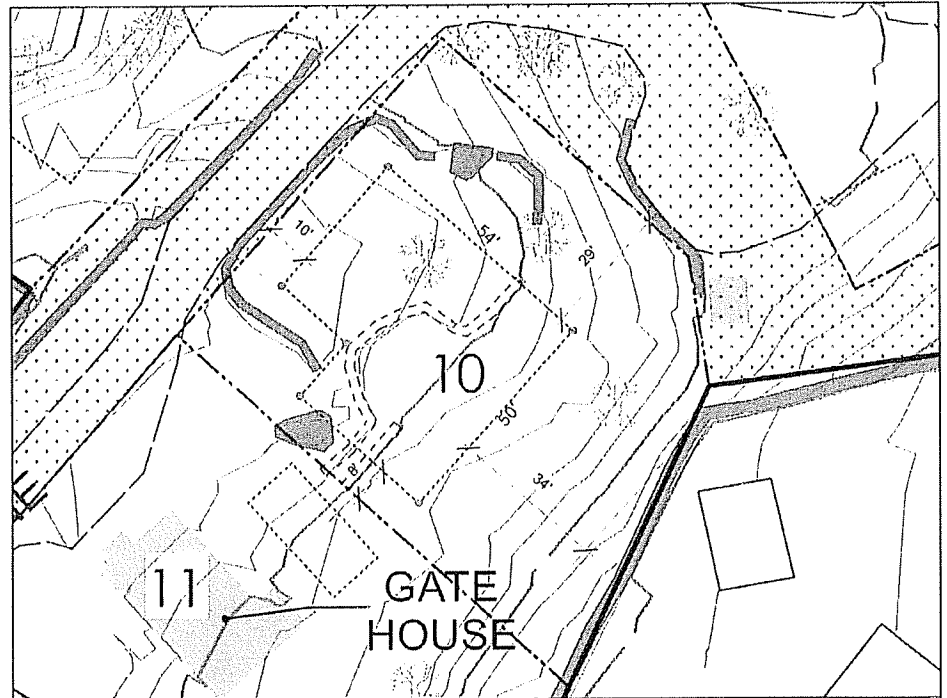
HOME SITE: #10

Home Site Boundary:












8756 sf (irregular)
72' x 28' 72' x 115' x 86'

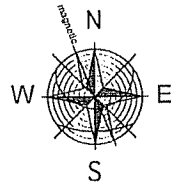
Buildable Area:

2428 sf
54' x 50' x 35' x 15' x 19' x 35'



HOME SITE PLAN - N.T.S.

LEGEND	
	BOUNDARY OF THE LANDS
	HOME SITE BOUNDARY
	BUILDABLE AREA
	COMMON SHARED PRIVATE DRIVEWAY
	PRIVATE WALKWAY
	COMMON SHARED AREA
	ROCKWALL/STONE WORK TO BE MAINTAINED
	ROCKWALL MAY BE REMOVED IF STONE REUSED ONSITE
	EXISTING BUILDING
	NEIGHBOURING STRUCTURE
	SIGNIFICANT TREE



SCHEDULE F INDIVIDUAL HOME SITES

FINNTIGH MARA

HOME SITE: #11

Home Site Boundary:

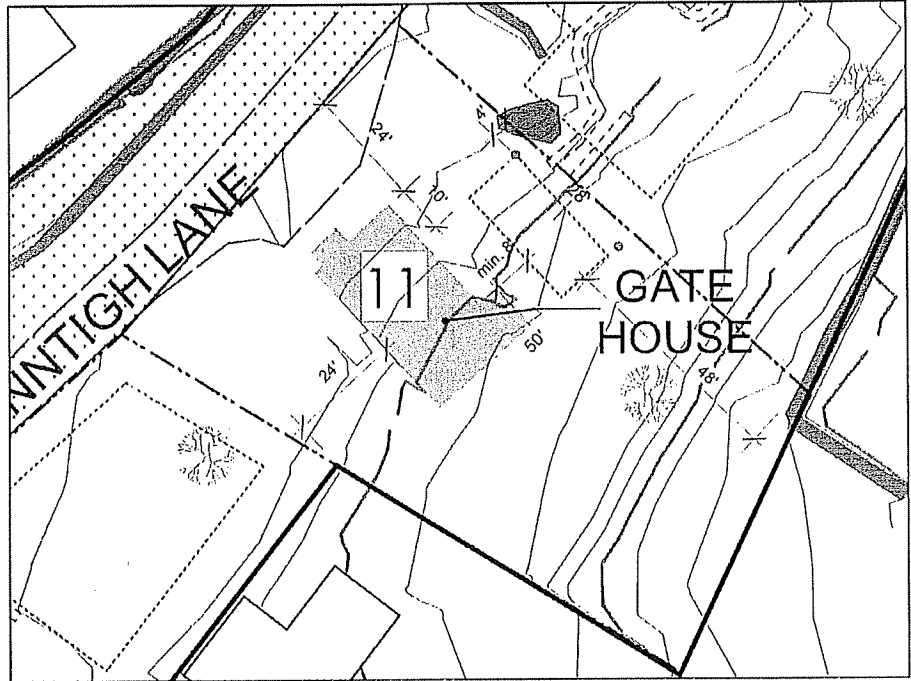
9259 sf

115' x 63' x 135' x 86'

Buildable Area:

400 sf for accessory building

(See Schedule G for details)



HOME SITE PLAN - N.T.S.

HOME SITE: #12

Home Site Boundary:

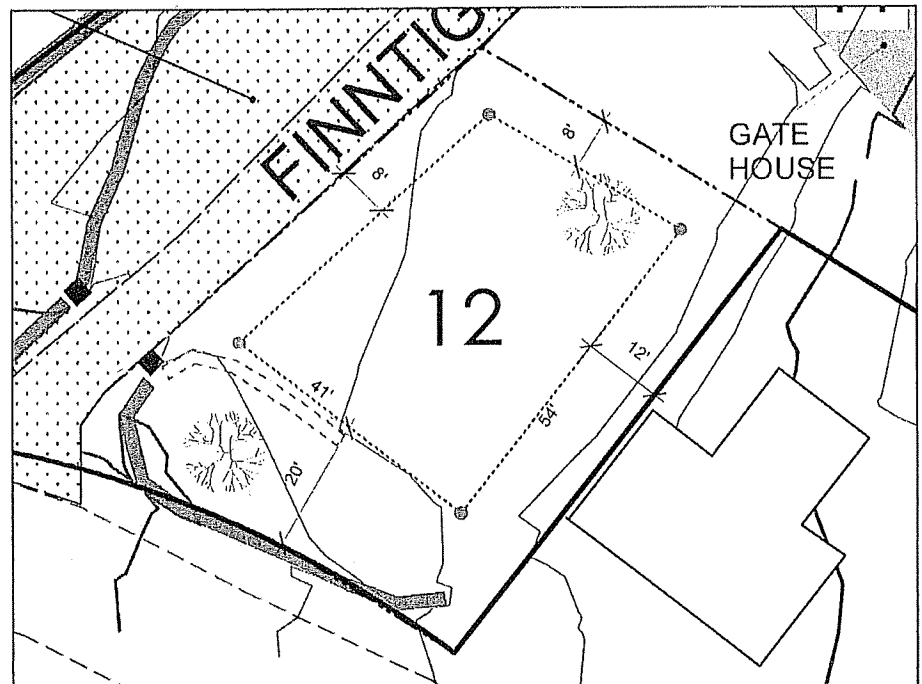
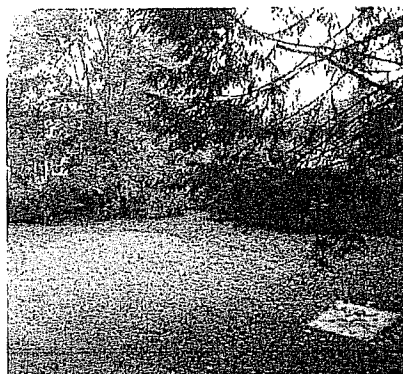
4799 sf (irregular)

52' x 80' x 62' x 6' x 82'

Buildable Area:

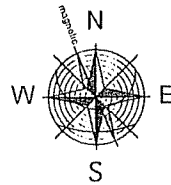
1940 sf

33' x 54' x 41' x 50'



HOME SITE PLAN - N.T.S.

LEGEND	
	BOUNDARY OF THE LANDS
	HOME SITE BOUNDARY
	BUILDABLE AREA
	COMMON SHARED PRIVATE DRIVEWAY
	PRIVATE WALKWAY
	COMMON SHARED AREA
	ROCKWALL/STONE WORK TO BE MAINTAINED
	ROCKWALL MAY BE REMOVED IF STONE REUSED ONSITE
	EXISTING BUILDING
	NEIGHBOURING STRUCTURE
	SIGNIFICANT TREE



SCHEDULE F INDIVIDUAL HOME SITES

FINNTIGH MARA

HOME SITE: #13

Home Site Boundary:

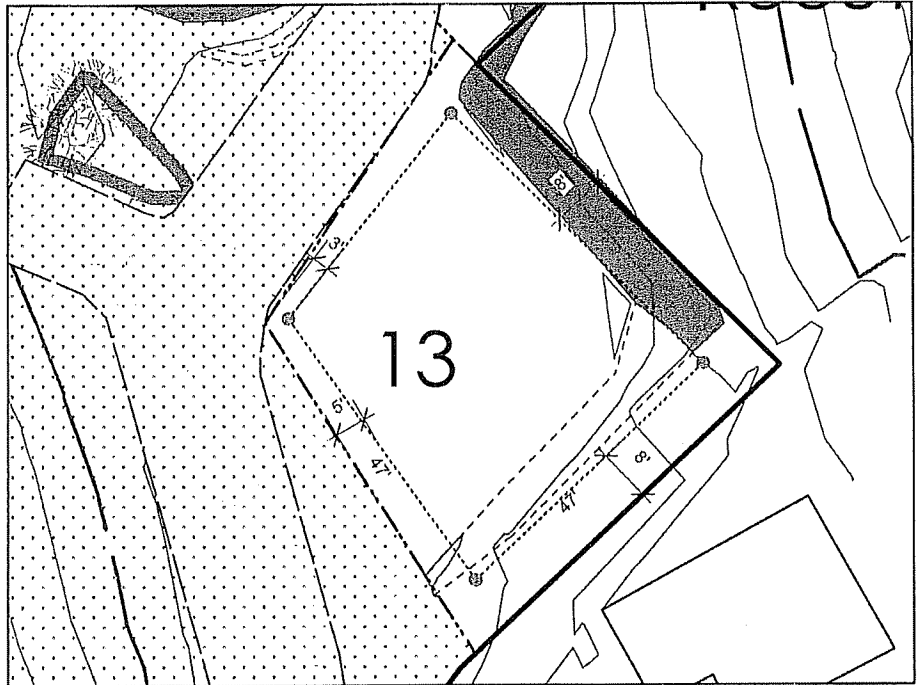
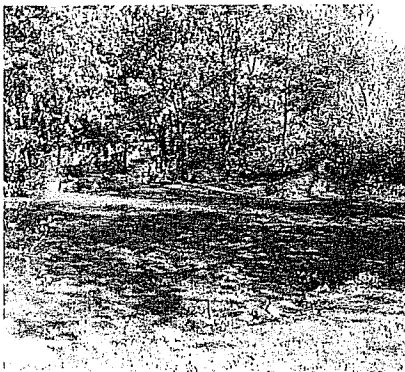
3500 sf

68' x 62' x 58' x 50'

Buildable Area:

2140 sf

53' x 47' x 47' x 39'



HOME SITE PLAN - N.T.S.

HOME SITE: #14

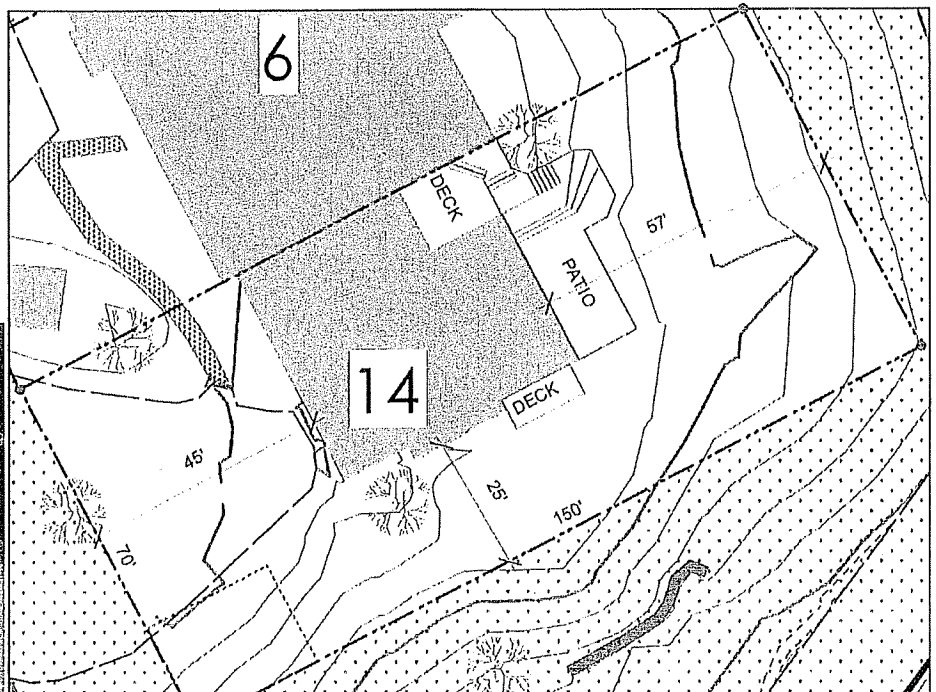
Home Site Boundary:

10500 sf

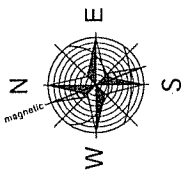
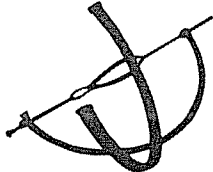
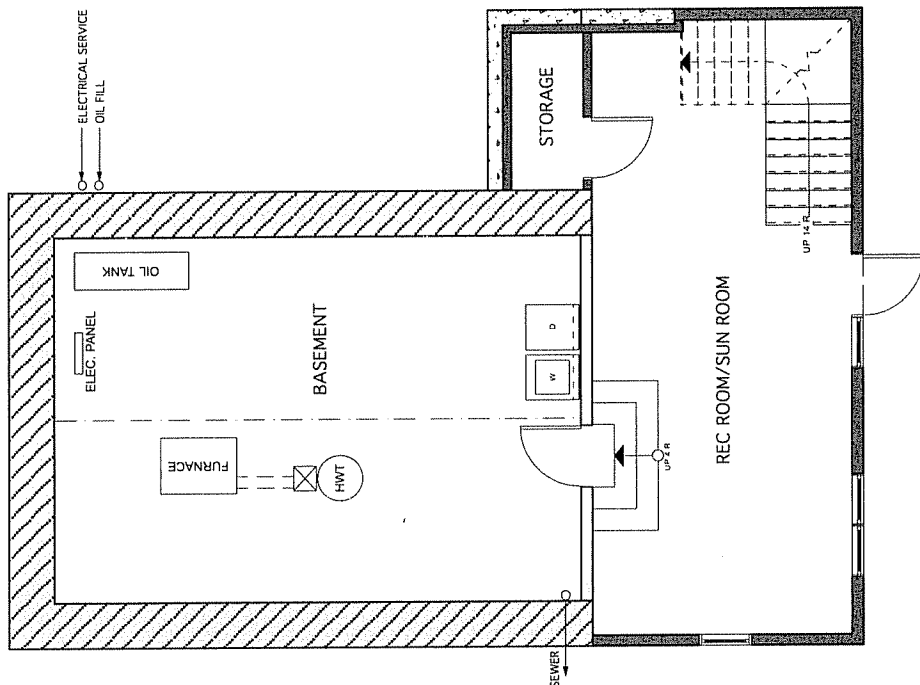
70' x 50'

Buildable Area:

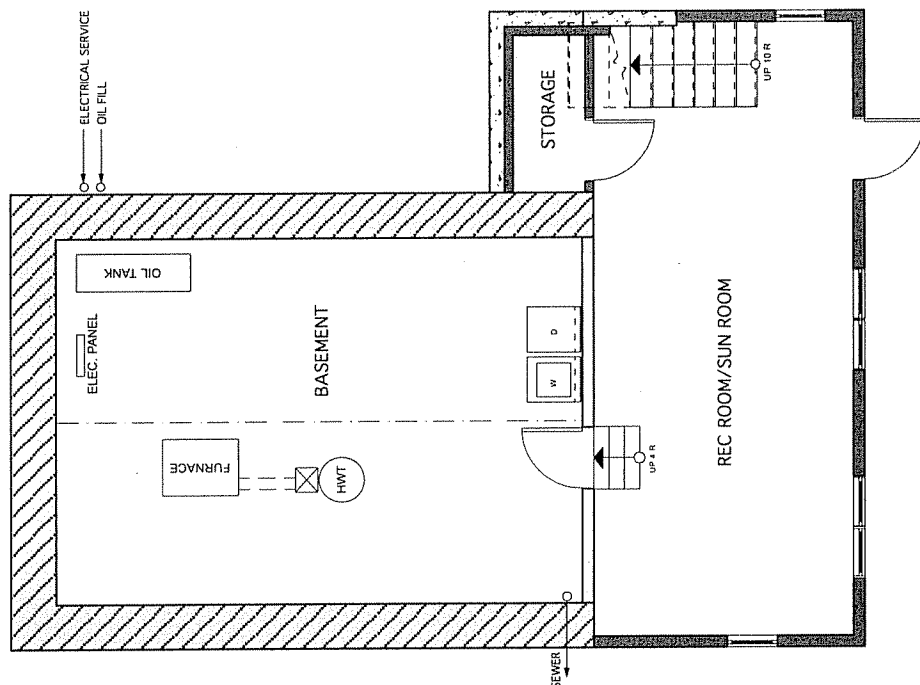
500 sf for accessory building






HOME SITE PLAN - N.T.S.

[illegible]




PLAN - BASEMENT - ENTRY OPTION B
1/8" = 1'



PLAN - BASEMENT - ENTRY OPTION A
1/8" = 1'




WALL LEGEND	
	NEW WALL
	EXISTING WALL
	DEMO WALL

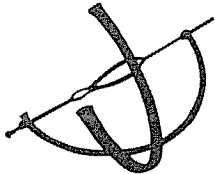


WALL LEGEND	
	NEW WALL
	EXISTING WALL
	DEMO WALL

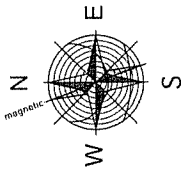


WALL LEGEND

	NEW WALL
	EXISTING WALL
	DEMO WALL



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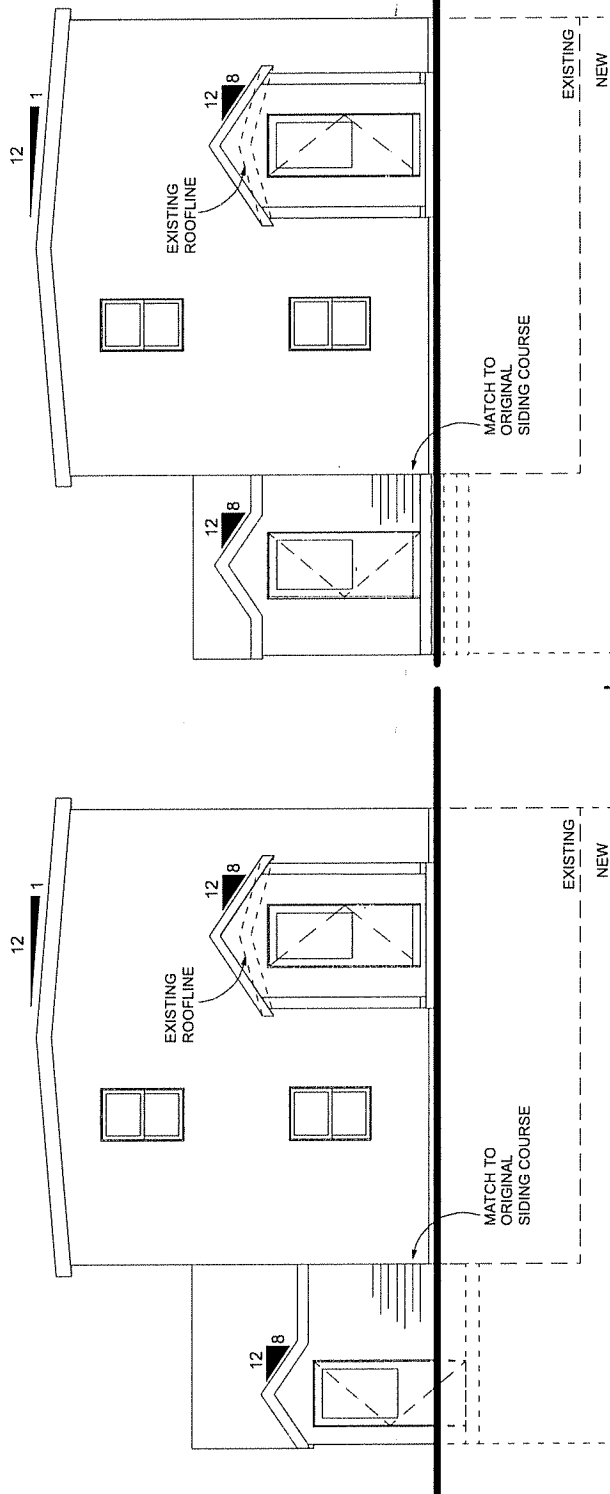
FINNTIGH
MARA

GATE HOUSE
10 KIRK ROAD
HALIFAX, NOVA SCOTIA

[illegible]

SCHEDULE G

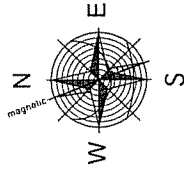
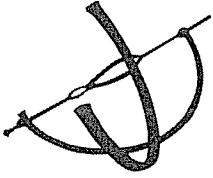
ELEVATIONS	Drawing No.	Scale	1/8" = 1'	A4
			28 APRIL 2011	
		Project No.	0924	



ELEVATION NORTH - ENTRY OPTION A
1/8" = 1'

ELEVATION NORTH - ENTRY OPTION B
1/8" = 1'

ELEVATION EAST SHOWING SECOND LEVEL ADDITION
 $1/8" = 1'$
 ENTRY OPTION A



1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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ELEVATION SOUTH - ENTRY OPTION B
1/8" = 1'

Attachment B:
Policy Review – Excerpt from the Halifax MPS and Regional MPS

<u>Excerpt from the Halifax MPS – City-Wide Policies</u>	
<u>Heritage Resources – Policy 6.8</u>	
<i>In any building, part of a building, or on any lot on which a registered heritage building is situated, the owner may apply to the City for a development agreement for any development or change in use not otherwise permitted by the land use designation and zone subject to the following considerations:</i>	
Policy Criteria:	Staff comment:
<i>(i) that any registered heritage building covered by the agreement shall not be altered in any way to diminish its heritage value;</i>	<p>There are four buildings on the property which were included in the municipal heritage registration: the main house, the gate house, the pool house and the roost.</p> <p>With the exception of required repairs and maintenance, the development agreement permits only the following alterations, which will not diminish the value of the registered heritage buildings:</p> <ul style="list-style-type: none"> - Fire separation in the main house to convert it into a semi-detached dwelling; - Reinstatement of the stone foundation on the pool house; - Regrading around the roost for the private driveway; and - Modest side and rear additions to the gate house, as illustrated in Schedule G.
<i>(ii) that any development must maintain the integrity of any registered heritage property, streetscape or conservation area of which it is part;</i>	<p>The proposed new homes will allow the rest of the heritage property to be maintained. The elements referenced in the heritage registration (i.e. four of the buildings, the view from the main house to the Northwest Arm, the rhododendron garden and hemlocks, and a variety of stone walls) will be maintained, and the proposed ownership by a single entity will allow for the substantial maintenance of the estate.</p>
<i>(iii) that any adjacent uses, particularly residential use are not unduly disrupted as a result of traffic generation, noise, hours of operation, parking requirements and such other land use impacts as may be required as part of a development;</i>	<p>The subject property is located in the low-density residential neighbourhood of Jollimore. The proposed development will also consist of low-density residential uses (single unit dwellings, and one semi-detached dwelling in the main house). The proposed uses are compatible with the existing uses, and the listed issues are not expected to be disruptions.</p> <p>The applicant has provided a traffic impact statement which confirms that traffic from this development is not expected to have any negative impact on the local road</p>

	system, regardless that the streets are very narrow in this neighbourhood.
<i>(iv) that any development substantially complies with the policies of this plan and in particular the objectives and policies as they relate to heritage resources.</i>	Staff believe the proposed development substantially complies with the policies of this plan, including the policies of the Heritage Resources section and other specifically applicable policies listed below.
<u>Heritage Resources – Policy 6.4.1</u>	
<i>The City shall regulate the demolition and exterior alterations under the provisions of the Heritage Property Act, and should secure inducements for retention, maintenance and enhancement of registered heritage properties.</i>	
Staff comment:	
The proposed development provides an incentive for maintenance of the registered heritage buildings and landscaping features. In return for this incentive, the developer agrees to waive their right to demolition (Section 3.5.1 of the proposed development agreement).	
<u>Environment – Policy 8.12</u>	
<i>The Northwest Arm is a narrow, recreational inlet characterized by major urban parks (Sir Sandford Fleming, Point Pleasant, Deadman's Island and Horseshoe Island Parks), historical assets and predominantly residential uses. The Northwest Arm is also home to a number of boat/sailing clubs which generate significant boating traffic in the Arm. Consequently, the Halifax Regional Municipality recognizes that subdivision, development and water lot infilling activities along the Northwest Arm may result in undesirable impacts on the aesthetic character and traditional built form of the Northwest Arm, on its recreational use and navigability and on its marine environment. As a means of protecting the character of the Northwest Arm, the Municipality shall control development and subdivision on lots and water lots along the Northwest Arm. Specific measures will include limiting the type of structures that will be allowed on both infilled and non-infilled water lots, implementing a setback from the Northwest Arm, limiting the type and size of structures to be built within the Northwest Arm setback, and preventing infilled and non-infilled water lots from being used in lot area and setback calculations.</i>	
Staff comment:	
The proposed development respects the setbacks from the Northwest Arm, as included in Section 14U of the Halifax Mainland Land Use By-law, and the subject property does not have a water lot associated with it. No infilling beyond the existing seawall is proposed as part of this development.	

<u>Excerpt from the Mainland South Secondary Planning Strategy</u>
<u>1. Residential Environments – Policy 1.2</u>
<i>In areas designated "Low-Density Residential" on the Generalized Future Land Use Map, which are predominantly single-family dwellings in character, residential development consisting of detached (single-family) dwellings shall be permitted, and neighbourhood commercial uses may be permitted pursuant to Policies 2.1.1 and 2.1.2 of this Plan.</i>
<u>1. Residential Environments – Policy 1.2.1</u>
<i>In areas designated "Low-Density Residential" on the Generalized Future Land Use Map, which are predominantly two-family dwellings in character, residential development consisting of detached (single-family) dwellings, semi-detached dwellings and duplex dwellings shall be permitted, and neighbourhood commercial uses may be permitted pursuant to Policies 2.1 and 2.1.2 of this Plan.</i>
Staff comment:
The subject property is designated Low Density Residential, and the surrounding area consists mainly of single unit dwellings, which matches the existing R-1 (Single Family Dwelling) zoning. While two unit dwellings are not common in Jollimore, the existing main house has been informally used by two families in the past. The proposed development agreement allows the 8000 square foot main house to be legally split into two dwelling units. No expansion of the main house is permitted.
<u>4. Recreation – Policy 4.4</u>
<i>The City shall continue to seek public access to the Northwest Arm from and including the Edmonds Grounds to the City limits at Purcell's Cove. Such access may include pedestrian or limited vehicular access, and consist of existing and future parks, streets and other public land and rights-of-way. Continuous access along the Arm shall be a priority. However, exceptions to this may be considered based upon detailed consideration of site conditions and the acceptability of alternative means of maintaining a continuous open space system in accordance with Policy 4.6.</i>
<u>4. Recreation – Policy 4.5</u>
<i>Pursuant to Policy 4.4, the City shall continue to seek control of portions of the pathway fronting on the Northwest Arm through acquisition or dedication of land as part of the land subdivision process.</i>
<u>4. Recreation – Policy 4.6</u>
<i>The City shall develop a strategy for and seek to establish a continuous passive or active recreational open space system in the Mainland South area; such a system would include public parks, walkways, nature trails and water-oriented activities. The principal components of such a system shall be located adjacent to or in association with the Northwest Arm and shoreline, Williams Lake, Colbart Lake, Long Lake, Kidston Lake, and McIntosh Run.</i>

Staff comment:	
The proposal includes an easement for public access along the existing towpath along the Northwest Arm. Since HRM does not have direct access to the towpath in this location, preference is to leave ownership, maintenance and responsibility for the towpath with the property owner.	
<u>5. Transportation – Policy 5.4</u>	
<i>The City shall continue to review its existing street design standards and construction standards to account for particular neighbourhood characteristics and constraints.</i>	
Staff comment:	
<p>The existing streets in the Jollimore neighbourhood are much smaller (<6 m paved surface) than current HRM standards (~9 m paved surface). A new as-of-right street or cul-de-sac in this neighbourhood would be out of scale with existing development.</p> <p>Because the proposed development will be owned by a single entity (proposed to be a bare-land condominium corporation), HRM will permit private driveways to access the dwelling units (similar to an apartment-style condominium), provided those private driveways meet Fire Services and National Building Code requirements for emergency access. The private driveways will be owned and maintained by the property owner. No new public streets will be constructed or taken over by the municipality.</p>	
<u>Excerpt from the Regional Municipal Planning Strategy</u>	
<u>Cultural and Heritage Resources – Policy CH-1</u>	
<i>When considering a development agreement application in connection with any municipally registered heritage property, a lot on which a municipally registered heritage building is situated, or a building, part of a building or building site within a heritage conservation district, HRM shall, in addition to the criteria established under the appropriate policies guiding the development agreement under the applicable secondary planning strategy, also give consideration to the following:</i>	
Policy criteria:	Staff comment:
(a) that any municipally registered heritage property covered by the agreement is not altered to diminish its heritage value;	<p>The heritage value on the subject property primarily comes from the four registered heritage buildings, the view of the main house, the rhododendron garden, the hemlock stand along the existing driveway, and a variety of stone walls.</p> <p>As discussed above, with the exception of required repairs and maintenance, the development agreement permits only the following alterations, which will not diminish the value of the registered heritage buildings:</p> <ul style="list-style-type: none"> - Fire separation in the main house to convert it into a semi-detached dwelling;

	<ul style="list-style-type: none"> - Reinstatement of the stone foundation on the pool house; - Regrading around the roost for the private driveway; and - Modest side and rear additions to the gate house, as illustrated in Schedule G. <p>The rhododendron garden and hemlock stand will be located in the common shared area, and maintained by the property owner.</p> <p>The proposal has been designed to protect the view of the main house to and from the Northwest Arm. To maintain the view (and provide access through the site), new buildings will be sited on either side of the property.</p> <p>The stone walls have traditionally been fluid in their locations on the property, being moved by the Finley family as new walls were required. The proposal will maintain certain stone walls and others will be shifted and reconstructed, as shown on the Heritage Features Plan (Schedule C of the development agreement).</p> <p>While the proposal will require significant work to the heritage property, the development agreement protects the heritage elements from alteration and assures long-term maintenance.</p>
<i>(b) that the development maintains the integrity of any municipally registered heritage property, streetscape or heritage conservation district of which it is part;</i>	<p>The proposal does include significant change to the subject property; however, staff believe that the proposal is an adaptive re-use of the site, which does not compromise the integrity of the heritage property. The developer has put careful thought into the site design, landscaping and building retention, and HRM has worked to ensure that municipal requirements (e.g. servicing and emergency access) are still met within this unique proposal.</p>
<i>(c) that significant architectural or landscaping features are not removed or significantly altered;</i>	<p>None of the significant architectural or landscaping features will be removed or significantly altered. The development agreement outlines the specific restoration, maintenance and expected repairs for each of the registered heritage buildings.</p> <p>The significant landscaping features (i.e. rhododendron garden, hemlock stand and stone walls) will be retained. In addition, the landscaping requirements (Section 3.10 of the development agreement) protect the significant trees shown on Schedule D, which will help to maintain the existing feel of the subject property.</p>
<i>(d) that the development observes, promotes and complements the street-level</i>	<p>The proposed new homes will fit in with the scale of adjacent structures. The development agreement limits the footprint, gross floor area and height of new homes</p>

<i>human-scaled building elements established by adjacent structures and streetscapes;</i>	(Section 3.7) as well as providing architectural requirements (Section 3.8).
<i>(e) that the proposal meets the heritage considerations of the appropriate Secondary Planning Strategy as well as any applicable urban design guidelines;</i>	The proposal meets the Heritage Resources policies of the Halifax Municipal Planning Strategy, as discussed above.
<i>(f) that redevelopment of a municipally registered heritage property, or any additions thereto shall respect and be subordinate to any municipally registered heritage property on the site by:</i>	The agreement limits the footprint, gross floor area and height of new homes (Section 3.7) as well as providing architectural requirements (Section 3.8) which reference the existing Craftsman and Traditional architectural styles present on the property. The location of the new homes on the subject property also emphasizes the dominance of the main house.
<i>(i) conserving the heritage value and character-defining elements such that any new work is physically and visually compatible with, subordinate to and distinguishable from the heritage property;</i>	The character defining elements and overall heritage value of the registered heritage buildings will be conserved as part of the proposal. The new homes will fit into the landscape of the subject property, and architectural requirements will ensure they are compatible with, yet subordinate to, the registered heritage buildings.
<i>(ii) maintaining the essential form and integrity of the heritage property such that they would not be impaired if the new work was to be removed in the future;</i>	While the proposal does include significant work to the subject property, the form and integrity of the existing buildings and significant landscaping features will be maintained, and would not be impaired if the new homes were to be removed in the future.
<i>(iii) placing a new addition on a non-character-defining portion of the structure and limiting its size and scale in relationship to the heritage property; and</i>	A minor expansion to the side entry of the gate house is proposed (Schedule G), which includes repairs of an existing, non-original side entry addition, and a small enlargement to provide proper basement access. Previously, kitchens were added to the rear of both the gate house and the pool house. The development agreement requires the retention of these additions. As part of the structural repairs to the gate house kitchen, the addition may be enlarged to the second storey.
<i>(iv) where a rooftop addition is proposed, setting it back from the wall plane such that it is as inconspicuous as possible when viewed from the public realm; and</i>	A rooftop addition is not proposed for any of the existing buildings.
<i>(g) any other matter relating to the impact of the development upon</i>	No matters of concern arise under Policy IM-15 – see below.

surrounding uses or upon the general community, as contained in Policy IM-15.	
<u>Implementation – Policy IM-15</u>	
<i>In considering development agreements or amendments to land use by-laws, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:</i>	
Policy criteria:	Staff comment:
<p><i>(a) that the proposal is not premature or inappropriate by reason of:</i></p> <ul style="list-style-type: none"> <i>(i) the financial capability of HRM to absorb any costs relating to the development;</i> <i>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</i> <i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i> <i>(iv) the adequacy of road networks leading to or within the development;</i> <i>(v) the potential for damage to or for destruction of designated historic buildings and sites;</i> 	<p>The proposal is not premature or inappropriate. Municipal services are adequate to support the proposed development.</p> <p>While the local road network in Jollimore is undersized, a traffic impact statement confirms that it is capable of accommodating any increase in traffic due to the proposed development without a negative impact on performance.</p>
<p><i>(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <ul style="list-style-type: none"> <i>(i) type of use;</i> <i>(ii) height, bulk and lot coverage of any proposed building;</i> <i>(iii) traffic generation, access to and egress from the site, and parking;</i> <i>(iv) open storage;</i> <i>(v) signs; and</i> 	<p>The development agreement includes controls on land use and building size, to reduce conflict between the existing and proposed residential uses.</p>
<p><i>(c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>While the subject property does have a significant slope down to the Northwest Arm, the proposal carefully works with the grade of the land. In addition, an overall grading plan will be submitted, and each building permit application will include a grading plan for that home site.</p>

Attachment C:
Minutes from the September 22, 2010 Public Information Meeting

**HALIFAX REGIONAL MUNICIPALITY
PUBLIC INFORMATION MEETING
CASE # 16217 – Marterra Inc.**

**7:00 p.m., Wednesday, September 22, 2010
Captain William Spry Center, Halifax**

IN ATTENDANCE:	Mackenzie Stonehocker Maggie Holm Hilary Campbell Sharlene Seaman Services Councillor Linda Mosher	Planner, HRM Planning Services Heritage Planner, HRM Planning Services Planning Tech, HRM Planning Services Planning Controller, HRM Planning
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ALSO IN ATTENDANCE:	Jennifer Corson Keith Robertson Louis Boileau David Gallagher Bill Campbell Mike Gorman	Marterra Inc. / Solterre Design Marterra Inc. / Solterre Design Marterra Inc. Solterre Design Planning Consultant Foreman
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PUBLIC IN
ATTENDANCE: Approximately 81

The meeting commenced at approximately 7:05 p.m.

1. Opening remarks / Introductions / Purpose of meeting – Mackenzie Stonehocker

Mackenzie Stonehocker opened the meeting by introducing herself as a Planner with the Western Region of Halifax Regional Municipality (HRM). She introduced the applicant and HRM staff.

She stated that the Planning department had received an application by Marterra Inc. for a heritage development agreement to permit 1 two-unit dwelling and 12 single-unit dwellings at 10 Kirk Road, Halifax. This would be beyond the as-of-right capability. She stated that the purpose of the meeting was to explain the process and for the applicant to present their proposal. The public will have the opportunity to ask questions or to make comment on the application. She went over the meeting guidelines.

2. Overview of planning process – Mackenzie Stonehocker

Mackenzie Stonehocker showed a map of the subject property, 10 Kirk Road, and the surrounding area. The properties in the area are zoned R-1 (Single Family Dwelling). They are designated for Low Density Residential uses in the future, according to the Mainland South

Secondary Planning Strategy. The property is quite a bit larger than the average lot in the area and is about 3.5 acres in size.

Ms. Stonehocker stated that an application was received by Marterra Inc. In the R-1 zone, on the Mainland, you can subdivide through an as-of-right process, as long as there is enough frontage on a public street. There is not much frontage in Jollimore, but the subject property does have the potential access from Kirk Road, McManus Road and Marine Drive.

She explained that sometimes there are options for development agreements (DAs), which depend on Council's approval, not the as-of-right regulations in the Land Use By-law (LUB). When a property is a registered heritage property, the Halifax Municipal Planning Strategy (MPS) allows projects not otherwise permitted by the LUB to be considered. Instead of being as-of-right, there is a public process with a decision made by Council. In the end, a DA is a legal agreement between the property owner and HRM. It is registered on the property and runs with the land. The DA lays out a specific set of rules that will apply only to this property. It is like a personalized zone that only applies to the developer's land.

Ms. Stonehocker talked about what the Halifax plan says and how the DA process works. She showed the site and noted that Marterra Inc. has asked to develop the lands as a 14 unit bareland condominium, incorporating the existing buildings and pool. The main house would be the proposed two-unit dwelling and twelve single-unit dwellings would be arranged on the lands, including the existing gatehouse and garage. The pool and pool house would be common amenities.

She noted that a bareland condominium is a type of property ownership. Like a typical apartment style condo, the main piece of land is owned by the condominium corporation. The difference is that, instead of owning a unit on the third floor, each condo owner owns a house on a small piece of land, built subject to the condominium by-law, and in this case, also built subject to the DA. In all types of condos, there are common elements maintained by the condo corporation and paid for by condo fees, such as snow removal, for example.

Ms. Stonehocker stated that for this proposal, people would buy a unit, and would access their house over a private driveway, just like a driveway going to an apartment building. Instead of having a balcony as outdoor space, each unit would have a little piece of the yard to call their own. Some parts of the yard would be common for all owners, such as the pool and pool house, the waterfront and the rhododendron garden.

Ms. Stonehocker noted that Policy 6.8 of the Heritage Resources section of the Halifax Municipal Planning Strategy is the enabling policy that allows Council to consider development agreements for registered heritage properties for uses not permitted by the Land Use By-law. In addition, staff will also take Policy CH-1 of the Regional Plan into account, as it applies to all development agreements where a registered heritage property involved.

She stated that the DA option is intended to encourage more flexible uses for registered heritage properties, provided that heritage integrity and neighbourhood compatibility are not compromised. In this case, the main difference between as-of-right and the DA option is the

access to each unit. In an as-of-right situation, HRM requires frontage on a public street for each house. With the DA, HRM can allow a private driveway, like an apartment building would use, which doesn't need to be the same standard as a public street.

Ms. Stonehocker stated that after the public information meeting, staff will gather the feedback from the public, comments from other HRM departments and input from the Watershed Advisory Board, and compare that information with what the plan says. A DA will be written that addresses all of the important details. Along with the minutes from the public information meeting, the agreement will be included in a staff report that either recommends Council approve the DA or refuse the DA.

She stated that because the proposal includes a registered heritage property, staff will send a report to the Heritage Advisory Committee and Regional Council for approval for whether this can be done to the heritage property. If they say yes, the report will go to Chebucto Community Council. Usually Community Council will schedule a public hearing. The public hearing is another opportunity for the public to speak, or written submissions can be sent to the Municipal Clerk's Office in advance. If you got a letter notifying you of this meeting, or if you signed the sign-up sheet at this meeting, you will get another letter when the date is finalized for the public hearing. There will also be an ad in the newspaper and it will be posted on the website.

Ms. Stonehocker stated that after the public hearing, Community Council will make their decision on the DA, based on the staff recommendation and the public hearing. Whether they approve it or refuse it, there is an appeal period, during which the decision can be appealed to the Nova Scotia Utility and Review Board (NSUARB). If it's approved, the DA will be registered on the property and will become the rules for development on the lands.

She provided her contact information and stated that once the applicant has presented, she would be happy to answer any questions on the planning process. She turned the floor over to the applicant, Jennifer Corson.

3. Presentation of Proposal – Jennifer Corson

Jennifer Corson introduced herself and her company, Marterra Inc. She was please to present their proposal for Finntigh Mara, to inform the public and receive questions and comments. She introduced her partners Keith Robertson and Louis Boileau, planning advisor Bill Campbell, foreman Mike Gorman and Solterre colleague David Gallagher.

She stated that they were keen to present their Finntigh Mara plan to the community. In general, it is an approach that includes a low density housing plan with appropriately sited homes. It feathers their development into the existing, to protect the character and scale of the abutting residential areas. It preserves large amounts of common space and open lands and facilities, including the pool, the wharf, mature natural vegetation and landscaped open space. It has the appropriate setbacks from the Northwest Arm, considering all of the development happening around the arm and it also preserves the slopes on and around the site.

She noted that as a key topic, concerning the tow path, which is a big concern for people in the area, they have proposed the creation of a formal easement with HRM, to maintain access to it for the community.

Ms. Corson stated that she has been the owner of Renovators Resource for 15 years and is also a co-owner of Solterre Design with Keith Robertson. They are known as a green architectural firm that has worked on building, recycling and preservation work. As their firm has become noted for its green principles, they have had the opportunity, not only to incorporate those principles in their architectural design work, but to become green land developers in the Province, both under this bareland condo concept and also some cluster housing, in terms of water, energy and resource reuse. She gave information on Solterre's website. She stated that with this experience, the former owner, Robert Finley, was directed to their firm by members in the architectural profession, including Syd Dumaesq, who has a long standing relationship with the Dingle and the Jollimore area.

She noted that Marterra has been created as the umbrella company for Kirk Road, and Solterre is the project management company. She showed pictures and gave background on the previous owners. Robert Finley approached them to have a more sensitive land development project. In preparing to take the property to market, Mr. Finley had consulted with a realtor who had suggested a third party appraisal would be the best way to figure out how to bring this unique property to market. The best use of the land would be to look at it for its highest value. She did note that there were two properties being amalgamated into one.

She stated that an as-of-right proposal has enough frontage so that twelve properties could be placed there. The cul-de-sac would be coming off of Marine Drive, with ten lots radiating off of it. Two more lots would be accessed off of Kirk Road. Mr. Finley was concerned that it would land right in the middle of the pool and the pool house would have to go. They decided that there are 4 skinny waterfront opportunities that would work on the scale and the cul-de-sac would have the only curbs in Jollimore. This didn't seem to be suitable at all. They also looked at what could be done as-of-right using the Kirk Road entrance as well as the original McManus entrance. This is not the final plan but she wanted to show the public what they looked at in terms of subdividing.

She showed another plan, with the green representing the existing buildings and the light grey representing the new home sites. They looked into cutting the property into 12 individual flag lots for individual ownerships. Of the twelve properties, they thought this would be twelve improving the use of the site and maintaining the features. There would still be problems in terms of the main house. Half of the large green square was the original house, which was built in 1914 and the adjoining half, which would be occupied as a separate residence, yet is still zoned as one house. It is over 8,000 square feet. Under freehold ownership, you can only have one house per lot. In this plan, the house would have to stay whole and this is a rare thing to occupy under green architecture. This was an issue that they wanted to further explore.

Ms. Corson gave information on the heritage background of the site. She showed the original plans. She noted that the pool house, which is the oldest property on the site, may have been a house that had been moved at one point. She stated Dr. Mathers had acquired a number of

properties in the late 1900s and early 1910s and had also worked with architect William Brown on his office building on Morris Street in Halifax. The main house is 'by architect William Brown', although it is often noted as an Andrew Cobb design. The original entrance for the property came off McManus, with the gardener's entrance being off Kirk Road. Dr. Mathers asked William Brown to adopt one of Gustav Stickley's Craftsman house plans, which were similar to catalogue house plans available today.

She stated that they have received Heritage designation for the property, not just for the main house, but the grounds of the property as well, including features that will be required to maintain. She talked about the garden as it was one of the prettiest landscaped gardens she had ever seen. It will remain in the common area, accessible to all home owners. She noted some key stone walls, the pool house and the view line down to the Northwest Arm. That will be the pedestrian access to the wharf area. She gave more background on the pool and the pool shanty and showed the views and slopes on the chart. They are looking to preserve the access points.

Ms. Corson noted that the selling sheets for each home will have a set of covenants. They are concerned about what gets built since they will not be the builders. There will be ten sites, which will be bareland condominium home sites. There are green development aspects that her company would like to put in place prior to selling. They are looking to protect the greenery, the garden, the rock work and the slopes. They want to have minimal tree clearing and they will be designating what size of trees that would be limited. They would support solar panels. They would support any other Arts and Crafts projects to match the Arts and Crafts detailing on the site. She stated that her favourite detail would include a neighbourly front porch. The covenant could require this.

Ms. Corson presented the bareland condo plan in a bit more detail. There are 14 units total. There are 4 existing and 10 new. She noted that the main house will have 2 separate units. The things in common about the plan are the pool, mainly. The pool and pool house would be open to all 14 units. The pathway would be open up to the pool, up through the rhododendron garden and the existing driveway. If someone was in Unit 12 at Kirk Road, they would have the common access down to the Northwest Arm. Around each building there is a designated home site boundary. This means that anything outside that area is common ground.

She stated that all of the information provided is available on their website. It terms of access, McManus will be the access point for Units 1, 2, 3, 4 and 13. Kirk Road will be the access point for Units 5 through 12 and 14. Unit 7 fronts on Marine and may be able to be accessed from Kirk Road as well. There is still some finalizing to be done in terms of access. The Kirk Road access already has an existing asphalt driveway all the way down to the garage. They are proposing a gravel drive for Roost Road, coming off of McManus, down to the lower lots.

Ms. Corson stated that as part of their application, they have gone through a preliminary review of sewer, water, traffic, fire servicing and storm water. They have received the comments and changes requested by HRM. They have tweaked the plan and formally resubmitted it. The main point she wanted to make it concerning sewer. The main sewer for Jollimore runs across the base of the property, towards the Dingle. It is near the easement to the tow path. This is something they will maintain and upgrade.

She stated that the bareland condo ownership method is something that is quite new. Similar to a condominium corporation, there will be 14 shareholders that will share the cost of maintaining the common areas, including snow removal, gardening and pool maintenance. The shareholders are the owners, similar to owning a condo in a building. They tried to keep the property whole, to maintain the work of Dr. Mathers and the Finley family. They are able to build a private road, which means they do not have to follow HRM's standards, with curbs, etc. It will feather in better with the existing area. She passed the floor over to Mackenzie Stonehocker.

4. Questions / Comments

Mackenzie Stonehocker again reviewed the overall guidelines for the meeting, provided her contact information and opened the floor for questions and comments.

Maureen Nolan, Marine Drive, asked about the options of access through Marine Drive. She has many concerns about it, especially because there is a fire hydrant there, which is the only one in the area. She was told that there was no plan to upgrade the street. It is unrealistic to think that only one homeowner will use that access road. She is greatly concerned about that option. On the website pictures, which are very small and very hard to see, it looks like part of the property is going through her parents' home. She would like clarification in regards to the property line.

Ms. Stonehocker advised that as a part of the DA or any other development, the developer has to stay on their own property. They cannot go on other properties unless they were to purchase them. She showed the property lines.

Ms. Nolan asked if there was a covenant, in terms of the distance from the property line to which the building would actually be built. She stated that there are so many beautiful trees there.

Ms. Stonehocker advised that because there is a DA, those details can be negotiated. If it was an as-of-right situation, the distance would be 8 feet. In this situation, it can be larger or smaller.

Nick Jupp, Parkhill Road, stated that he is not aware of a covenant but it seems to him that it is frequently infringed upon around the Arm. He noted that there is a concrete house across the harbour. He wondered if he woke up one morning and the property owner behind him has cut the trees down or structured his home differently, who enforces those covenants, what are the consequences of breaking them and who is responsible for keeping them, going now and into the future.

Ms. Stonehocker stated that covenants would be the responsibility of the developer and the homeowner. The municipality allows developers to use restrictive covenants but the municipality does not enforce them. Any issues of concern to HRM will be written into the DA, which is enforced by the municipality.

Glen Harrison, Halifax, asked about the limits for square footage on the dwellings.

Jennifer Corson stated that yes, the size of each home will be restricted to approximately 1200 square feet. Each site is a little different so it will have its own height and footprint requirements. Sloping sites will be allowed a higher building due to the grade. In general, two stories will be allowed and up to 2400 square feet may be proposed. It is not a monster home development. Each home will have its own package and so far they are working with a setback of 8 feet.

Mr. Harrison asked how long it will take, in terms of completion, to construct.

Ms. Corson advised that it will take about 6 months of infrastructure work with road, water and sewer. They are hoping for a spring start, sales in the winter and they would be breaking ground on some of the houses in the summer.

Mr. Harrison asked if there was an end date to the project. He believes that there can't be an end date if they are waiting on purchase from investors.

Ms. Stonehocker stated that he was correct.

Mr. Harrison was concerned about the size and length of the development because of the traffic issues. The roads that surround the development are not true two lane streets. They do not accommodate heavy truck traffic and high density traffic well. Traffic is a regular concern for people in the area. He does not think these roadways are an appropriate entry point for a development of this size. He is not proposing a widening of the road but he would like it noted that he is opposed to this proposal.

Ms. Stonehocker confirmed that HRM would not be widening the road.

Nick Ross, Kirk Road, asked what would happen to the frontage on Kirk Road, and whether the trees that border the property would be removed or altered.

Ms. Corson stated that the buffers will be maintained. The Kirk Road entrance would be the access for several units. They do not perceive any driveway requirements, in addition to the current entrance. They have noted the hemlocks and they will remain.

Mr. Ross asked about the traffic distribution. He wonders if the plan can accommodate an even distribution of traffic through the three entrances.

Ms. Stonehocker stated that Marine Drive is less suitable for entry as there are some complications with the grades.

Mr. Ross asked what is happening with the gatehouse. He overlooks it and currently it looks quite dilapidated. He asked how it would be rebuilt.

Ms. Corson stated that the gatehouse (Unit 11), which has a rear that is in poor condition, has plans for renovation.

Mr. Ross noted that he is glad that the design is heritage-aware and green-aware but he still feels that the density is more than is appropriate for the community. The amount of units seems high. He believes that it should be reduced by 2 units, if not 4 units.

Paul Taylor, McManus Road, stated that the residents' experience to date in this neighbourhood is that elsewhere on the shore, other residents don't build 1200 square foot homes. He asked if there will be a guarantee as to the size of the homes.

Ms. Stonehocker advised that home size could be written into a DA. She stated that for a proposal of this many homes in an existing neighbourhood, with homes of the typical size in Jollimore. There would be a maximum square footage included in the DA for each house.

Mr. Taylor stated that there is no typical Jollimore home. There are ranges. He is worried, not just about construction in the area, but the construction traffic. He calculated that a few years ago, McManus serviced 8 homes. When this project is finished, it will service 18 homes. He stated that another community block serviced 7 homes and after this project it will contain 23 homes. A great majority of the homeowners live there because it is not a conventional neighbourhood. It is not high density, it has lane ways, it has lots of trees and is very quiet. You can hear the crickets at night and the birds during the day. The idea that such high density is going to be constructed on this property really takes away from the character of the neighbourhood, which is why the residents live there.

Mr. Taylor advised that prior to the meeting he measured McManus Road. In the summertime it is 10 feet wide. Roost Road is 9 feet wide. Add snow banks and this causes a concern. In some cases, we would be tripling the density of this neighbourhood, which is served by those 10 foot wide roads. With the infilling that has already taken place, he has noticed that he has had to pull into other people's driveways to let other people through, let alone the construction vehicles. He hopes the City staff and the developers take this into consideration. It is not a traditional neighbourhood and it does not need the kind of density that is being planned for this property.

Andrew French, Albion Road, stated that the traffic is clearly a concern as the roads are narrow and often used for walking dogs or children on their bicycle. There would be another 25 or 30 cars that would be competing with current residents for the roads and for the morning traffic. He asked about restrictions for heating of the new properties. He had concerns about oil trucks on the narrow roads. He wonders about smoke from wood burning fireplaces as it may be a problem. He wonders if the increase in power consumption will require rewiring in the neighbourhood. He noted that there have already been problems during previous storms.

Jennifer Corson stated that in terms of the covenants, they are only going to support high efficiency homes. There is an EnerGuide rating system that they would support. It doesn't actually specify which type of heating system a home needs to have. It may be the case that there will be oil trucks. They have consulted with Nova Scotia Power in terms of their multiple points of connection and Nova Scotia Power has approved a preliminary plan. She is a strong proponent of alternative heat sources so she would support a high efficiency wood stove.

Dorothy Moore, McManus Road, was impressed with the presentation at the beginning, but is worried that 5 of the 10 houses will create traffic on McManus Road. She stated that McManus is a single way only road. It is hard to pass someone on that road. It is harder in the winter, let alone in the summer. She has been stuck many times as she feels snow removal is not a priority for the city. She asked why should 5 extra units be added to the smallest exit. She thinks there are too many units for that area. She would like to see 6 units that are distributed realistically in terms of exits.

Chuck Lienaux, Purcells Cove Road, asked about the easement for the property. He asked why the city wouldn't get ownership of this strip. He noted that he is in support of the development. He believes that what the developer is proposing is very much in keeping to what it there currently. The argument being made is very traditional in that the residents are living there but they do not want anyone else to come in. He feels that isn't fair because it is a lovely piece of land to develop on. It will generate more taxes to support better services. He thinks it is a well thought out deal and at the end of the day, it has to be economically viable. He hopes the city will acquire the other 12 foot strip so anyone can use it.

Ms. Stonehocker noted that with regards to the easement along the North West Arm, it is written into the HRM's Parkland Policy that whenever they have a chance, they try to acquire either the land itself or an easement for public access along the Northwest Arm. In this case, since there wouldn't be any subdivision, it would be one piece of land owned by the condo corporation. HRM isn't eligible for any Parkland dedication. They only get actual land when there is a subdivision, as the developers have to give 5 to 10 percent of the land to HRM. In this situation with a DA, we would go for an easement for public access.

Dick Evans, Parkhill Road, has been a long-time resident in the area and supports the project as the developers have given an incredible amount of thought and effort in terms of maintaining the character of Jollimore, at large, as well as the property in particular. He does not live as close to the property as other people and notes that their concerns are reasonable but private property owners, subject to the city by-laws, can do what they want. Often other people don't like what is happening. But to him, the alternative is the as-of-right. He stated that on Pine Haven, there are monster houses built on what used to be a little dirt road. The public street access is totally out of character with Jollimore. He asked if another developer could come in and use the 66 foot wide turnaround to build four monster houses as-of-right, like on the other side of the Arm.

Mr. Evans also asked about any proposals for the dock. He thinks all 14 owners may want access to the water.

Ms. Stonehocker stated that the as-of-right proposal wouldn't be able to happen because it is a heritage property, unless it was de-registered. That would be a public process.

Maggie Holm, Heritage Planner with HRM clarified that the property is municipally registered under the *Heritage Property Act*. They could apply to de-register the property or to substantially alter the property. If Council didn't approve the de-registration or the alteration, there is a limitation in the *Heritage Property Act* so the property would remain as is for one year. However, the *Heritage Property Act* limitation expires after one year, so if the developer waited

a year, they could either de-register the property or go through with the substantial alteration, even without Council's approval, which would be an as-of-right situation.

Dick Evans, asked if this has always been a heritage property or is it part of the developer's process to have it declared as a heritage property. If so, that would speak to their intention to try and preserve this property and the wishes of the previous owners. He believes this is a very good alternative.

Ms. Stonehocker stated that the current property owners, Marterra Inc., were the ones who registered the property as a heritage property, which went through this summer.

Jennifer Corson stated that the dock and the boathouse will be one of the common amenities for all 14 units. It will be the responsibility of the 14 owners if it needs improvements.

Patricia Manuel, Forward Ave, stated that she has had a fair amount of experience with infill developments and the emergence of enclave communities in her neighbourhood. She thinks the presentation has been impressive. The work that the developer is proposing to the site has shown a lot of consideration for the physical heritage attributes of the site and the environmental attributes of the site, and she thinks they should be commended for their great deal of consideration. The comments are genuine concerns from a community like Jollimore with its quirky roadways and quirky architecture but she is interested in what appears to be a gated community. It is kind of an incorporation, where they get to use the roads and streets of Jollimore. She asked if members of the Jollimore community would be welcome in their community.

She stated that what made Jollimore so welcoming is that it is a neighbourhood. That has a huge significance in the community. She thinks that anywhere an enclave community is introduced, there is a lot of tension and a feeling of inequity that is introduced. She is concerned about that social question.

Ian Kirk, McManus Road, asked about the watercourse buffer being 66 feet.

Ms. Stonehocker stated that on the Northwest Arm, the requirement is 9 metres (almost 30 feet).

Mr. Kirk asked how a fire truck would get down Roost Road, as the developer has it defined, and turn around. He thinks the dimensions from the pool to the green building (Unit 4A) will not be 20 feet.

Jennifer Corson stated that their company does have a fire servicing plan that they have reviewed with the Fire Department. They will not be accessing the hydrant on McManus. Every unit has had to show its ability to be fire serviced, from a national Building Code and fire safety point of view. There is a hydrant at the foot of the property on an extension lane. This will service the lower four units. There is a hydrant on Marine Drive and a fire truck can actually pull down Finntigh Lane to access that hydrant, which will service the other units. A fire truck won't be required to go all the way down to the Units 1 to 4. There will be a turnaround point between Units 13 and 14.

Mr. Kirk stated that he is not against the plan but is concerned about traffic. He asked if they would consider going with geothermal for heating.

Ms. Corson stated that geothermal is not the most efficient route to go because they are dealing with bedrock just a few feet down. They are looking into air-to-air source heat pump, as it is showing some efficiencies that they would be willing to support. Those technologies are changing and, as an architecture firm, they are keeping on top of them.

She stated that they are very aware of the traffic in the joining of McManus Road and Kirk Road. Albion Road is also a way out that they haven't taken. This might give some relief, that there is an option for the community. In terms of the 14 units, any of the construction will be within the property. In terms of trucks parking on roads, which she recognizes has been a problem in the past, there won't be any problem with that as they will be handling that parking internally. She states that there is a hydrant in the middle of their Marine Drive road frontage. It is on HRM land and there is an elevation drop of about 15 feet from Marine Drive to the property.

Helen Larkin, Albion Road, stated that there has been a huge amount of construction traffic for the 2 houses that are being built on McManus. The traffic is quite constant and is very dangerous on the hill. It has also made the neighbourhood people be less careful and she sees the potential for an accident because people walk up and down that road with animals and children. She is concerned about the logistics of the construction. She is also concerned about the noise and loud music coming from the construction workers. She requested that it be written in the covenant, that the noise be contained, as the noise is not appropriate for this neighbourhood. This is important to her.

Shawn Sheehan, Milton Drive stated that he understands people's concerns regarding how covenants will be enforced once the development starts to take place. He thinks the plan is in keeping with the historical integrity. He believes it to be encouraging that they have applied for heritage property status because they have invited more hurdles than they needed. He has spent a number of years living in the property north of proposed Units 1 and 3. That property existed for generations with an access issue that was temporarily solved through the Halifax Port Authority and in recent months, has become an issue again. It has been rendered land locked with the exception of foot travel. He inquired about the plans their company might have for the access road as he understands that there is a petition under the *Private Ways Act* that is before HRM.

Ms. Corson stated that she is aware of the issues but they are not affecting that access point or any formal entrance point so they do not have any connections with that property, other than being neighbours.

Louis Boileau, Connaught Ave, stated that if you were to transpose this section of 3.5 acres either to the north or the south, it would be the least dense development of any of the sections of land. He also stated that fortunately, in regards to traffic, Roost Road is not at the very end of the drive. It is closer to the junction, with two different exits, as is the Kirk Road entrance. The traffic doesn't necessarily have to pass by all of the homes on the drive.

Lagina Moss, Albion Road, asked if the residents of Jollimore were allowed to go into this gated community, once completed or if it would be a “keep out”.

Ms. Stonehocker stated that it would be private property, as it is now. The access along the water would be public.

Ms. Moss asked if she would be correct in saying that this would be a community within a community and that community doesn't want anything to do with the bigger community.

Ms. Stonehocker stated that she wouldn't go that far but it is their private property and it is not HRM's call to say if the neighbours are allowed or not allowed.

Ms. Moss stated that she would find that very sad and it would not be in keeping with Jollimore. She stated that the neighbourhood has made a great effort to preserve as much of Jollimore as possible, so the new neighbours will benefit from their efforts, sweat and petitions. She would appreciate if the neighbours would get something back, considering the increase in traffic.

Russell McKinnon, Boscobell Road, spoke about the general principle of bareland condominiums, which is quite different than condominium projects. He believes that this bareland condo is the first for HRM. This has taken place in a number of other municipalities throughout NS. Namely, Hants West and Hants East, which was just approved and went through the entire appeal process, with debate from the community and is probably the single largest bareland condominium project in the Province. Phase 1 will involve over 400 lots. It is on a 12 kilometer stretch of waterfront in the Long Lake area of Hants County. He is the land manager for the company that owns the land. The first phase involved 2000 acres.

Mr. McKinnon thinks it is amazing how much input the community has into the bareland condominium process. He stated that the owner of these lands can simply put the cul-de-sac and any large entities in and the community has little or no say. It states in the regulatory process that there are enabling policies, such as 6.8 and CH-1, Chebucto Community Council and HRM Council. He stated that the project at Long Lake had originally proposed 450 units, which are all private lands, which means that the community has little or no say. He stated that he knows there is a major problem by looking at the road system for this new project and it should not be overlooked. He believes that the developer will show flexibility and still be able to meet their goals and objectives. He believes that this is new to HRM and maybe Greek to other people, as it was to him at one time. Now the proponent in Hants East has close to 80 pages in covenants and he believes that 30 to 40 percent of those came from the community. He thinks it is environmentally friendly and he is happy to see that it is registered as a heritage property. He appreciates the comments made. He thinks the community should embrace this project but not ignore the safety issue as it is a major concern. This is not entirely the land owner's fault. He supports it in principle. He also noted that there are four more processes where the community could effect change to the DA.

Ms. Stonehocker stated that there will be a website available with the staff report, and the public can submit comments on the specific agreement.

Peter Doig, Albion Road, stated that he liked the approach the developers have taken, being proactive and designating it as a heritage property. He showed concern in having covenants as it might be easy for 14 people to change their minds. He stated that Ms. Corson and the municipality will have to give careful thought as to where the balance lies between the covenants and the DA. He does want to make sure that some of the thoughtful elements the developer is thinking about actually stay and get reflected, such as the energy efficiency approach and the scale of the buildings. This is important to the people in the area. More permanent parts of the community would be appreciated.

Mr. Doig asked what work, if any, would be done on the seawall to restore it. There are current warnings posted there currently.

Ms. Corson proudly stated that they were working on the seawall the week before and infilling some of the erosion that has happened. In addition to maintaining it and improving it back up to adequate condition, is the fact that they will be improving it with the stormwater control they will be doing. There currently isn't a stormwater catchbasin in Jollimore, where the water is carried downhill to the tow path. They are intending to put a catchbasin in on their property. The seawall will stay as part of the ownership to the shareholders of the corporation. The 4 meter easement to HRM does not include the seawall.

Ms. Stonehocker spoke about the covenants versus the DA. She stated that the benefit of a DA, from HRM's and the developer's point of view is that the *Halifax Regional Municipality Charter* gives HRM a greater number of things that can be controlled in the DA, so in addition to standard items, it is easier to regulate the size of buildings and architectural requirements can be written in. With regards to heating, the *Charter* does not allow HRM to restrict those options.

Guy Maclean, Marlboro Woods, commented about the public right-of-way. He stated that the right-of-way should be insisted upon by the municipality. He stated that HRM should insist on a height restriction because up the Arm there is another home that is 5 stories high. Other people think it is a hotel.

Hugh Kindred, Kirk Road, appreciates the care with which this proposal has been brought forward. He thinks the project is a good idea because something has to happen to the land. He also appreciates the heritage designation and the environmental concerns. He feels that HRM should push for whatever they think is fair in the DA. He is concerned about the density and the traffic issue. He thinks the project should be reduced by 2 houses. He wonders if Ms. Corson would write a covenant to admit the public to walk the private roads. He asked will the covenants will be a part of the DA and will the public see them in the form that they will be presented prior to the PH.

Ms. Stonehocker stated that the covenants will not be part of the DA. They would be a separate agreement between the developer and the property owners. HRM thinks it is good when developers use covenants but HRM also writes items that are important into the DA. The DA will be attached to the staff report and made public months before the public hearing because of the various approval steps, but the covenants will not be available.

Steve Peters, Albion Road concurs with the traffic comments. As a resident of the neighbourhood, he feels that it is the most significant issue. It doesn't seem solvable to him. He believes that the density is greater than the rest of the neighbourhood and he does not think the road work can support the additional traffic. He asked, assuming this is rejected by HRM, if the property owner could do a subdivision as an alternative.

Ms. Stonehocker stated that he was correct. If the DA proposal for the bareland condo was refused, the property owner could ask to do an as-of-right subdivision and if they were denied by HRM, they would have to wait a year for the property to be de-registered.

Mr. Peters asked what the limitations are for the amount of lots would be.

Ms. Stonehocker stated that in an as-of-right subdivision, the limiting factor is generally frontage on a public street. Each new lot would have to have 50 feet of frontage on a public street, if it was straight. If it was at the end of a cul-de-sac, each new lot would need 33 feet of frontage.

Mr. Peters stated that basically there could be a similar density with much less regulation and public input. The neighborhood might be in a much worse situation if this were to be a subdivision.

Clea Kindred, Kirk Road, doesn't want anyone to leave with the feeling that all of the public feels strongly that there is a lot of extra traffic. She noted that she does not want any of the roads widened. She is hoping the developer will reduce the number of properties by 2, as a compromise to the residents. Jollimore is such a unique community because it has no sidewalks and curbs.

Sheena Dickinson, Parkhill Road, stated that she is a sailor and is wondering about the wharf. She does not think that wharf will accommodate 12 or 14 boats. She has seen some huge, hideous boathouses that block views of other people. She asked about restrictions to the developer when it comes to them turning the wharf into a marina or a huge boathouse.

Ms. Stonehocker stated that, in this case, because there would be a DA, things can be limited to the exact buildings that are shown on the plan. They would not be able to do any additional buildings.

Nick Ross, Kirk Road, noted that there are many heritage assets in Jollimore. He welcomes the introduction of the project and the consideration that has been given to the heritage but he would hate to see one heritage license granted, making the heritage value of all other things diminish slightly. The village way of life is a part of the heritage asset as well. With the heritage in mind, it addresses how well the people and the traffic integrate into the community, if it feathers into the existing heritage surrounding it. This could happen with slightly less density.

Maureen Nolan, Marine Drive, learned a lot of information at the meeting and appreciates all of the comments. She clarified that she was not suggesting that Marine Drive is the only street that couldn't handle traffic but it is really tiny and she has great concerns because of the slopes. She does not want to make the street larger. Another issue is the set back. She understands that 8 feet

is the minimum and she would like for it to be double that, as 8 feet is very close. The property is very beautiful and she does not want to properties to be disappearing.

5. Closing comments

Mackenzie Stonehocker stated that all of the information at the meeting will be available online. The plans are still at a conceptual stage. She stated that HRM would take the comments given at the meeting, as well as other comments received by other HRM departments and they will be considered when drafting the actual agreement. She asked for any other questions. She gave her contact information and thanked everyone for attending the meeting.

Councillor Linda Mosher added that phone calls are great for input but they are not a part of the public record. If the public would like their comments to be considered, they can forward any emails, faxes or hand written letters to her. She stated that this is a DA so now is the public's chance to add specifications for architectural materials or setbacks. She stated that it is Ms. Stonehocker's job to bring feedback forward, and to use policies to generate a staff report that will come forward to the public hearing. If the public waits until the staff report is generated, it is then difficult to add something as it has already been edited through the appropriate departments. The sooner the public gives comment, the better. She thinks it would be great for the residents to go back and talk amongst themselves to get ideas. It is easier for her to represent them adequately if she knows what they would like to see. It is more difficult after the fact. She is there to represent the neighbourhood. She stated that she approved the application for heritage registration at Council because she felt it gave the community a say. As-of-right, every tree can be bulldozed down and it would look like Mississauga. She reiterated that the councillors need feedback. She thanked everyone for coming.

Jennifer Corson thanked everyone for coming and provided her contact information.

Ms. Stonehocker thanked everyone for coming.

6. Adjournment

The meeting adjourned at approximately 9:02 p.m.

Attachment D:
Additional Correspondence Received from the Public

During this case, correspondence was received from the following individuals who wished their opinions to be a part of the public record:

- Ian Kirk
- Charles Lienaux Sr.
- Nick Jupp
- Bridget Sexton
- Richard Evans
- Nick Ross
- Agnes G. McLean
- Alyson Carter
- Fraser Ross
- Hugh and Sheila Kindred and Paul and Mary Taylor

>>> ian kirk <-----> 23/09/2010 1:16 am >>>

Mackenzie,

As a follow-up to the meeting this evening, I would like to ask a few more questions. I spoke at the meeting, but a few more issues come to mind. I reside at [-----] McManus and own the property at [-----] McManus. I also have [-----] McManus under agreement for purchase, subject to some conditions that I'd like to discuss later. I asked about the watercourse buffer and you said it was 9 meters. My surveyor (Joe Alcorn) assures me that 65.6 ft is actually what I'm going to be held to by HRM on [-----] McManus. Has 10 Kirk had an allowance made due to the Heritage or pending D.A.? Also there was no sign of the right-of-ways that are in place on the property. I have a survey plan of the "Mathers" property dated 1944 clearly showing 3 on the plan. One is along the north side from the current Sheehan property, up past the existing main house, at least as far as lot 7 and 8. The other is from [-----] McManus up through the newly designated "lot 13", to the "Roost Rd." and out to McManus. The 3rd is from my property at [-----] McManus down to "Roost Rd" just inside the gate. Are these being acknowledged? Finally, what are the requirements for the "Parkland donation fee"? Is 10% of the property being dedicated or will HRM ask for fees representing this amount from the developer? I seem to remember something being said about the "public walkway" being deeded to HRM, or an easement being granted. Is this what HRM is prepared to accept? This would not seem an equitable share to the public as this walkway is currently considered public space and has been for decades. As I have developed a few much smaller properties, and have paid dearly under this regulation, I would expect that HRM would hold this developer to the same standard. Finally, after having looked closely at the width of "Roost Rd.", the narrowest point between the pool and 4a (boathouse) is no more than 8 feet. This would require the removal of the boathouse, or the removal of the largest tree on the property, or possibly cutting into the pool deck itself to maintain the width at the start of the road. As I said at the meeting, I approve of many aspects of the development, but

the density is a big problem with this limited access off McManus Rd., serving 5 lots. Thank you very much for your time.

Regards,
Ian Kirk

>>> "Charles Lienaux Sr." <-----> 23/09/2010 10:41 am >>>

Dear Ms. Stonehocker,

I attended the meeting at the Spry Center last night and raised the question about whether the City is acquiring legal title or a bare easement over the area referred to by the developer as the "toe path" that runs along the shore of the Arm. You responded that the City is planning to acquire only an easement.

I indicated that in other developments it has been the City's practice to acquire legal title to such properties rather than mere easements.

Professor Kindred followed up on my query by suggesting that as part of the terms of the Development Agreement with the developer that the City should require a deed to the 4 meter piece of property which is planned to be subject to the easement.

As Professor Kindred points out it is within the City's discretion to make the conveyance of the toe path to the City a condition of its entering into the development agreement.

Please place on record the suggestion as echoed by Professor Kindred that the City should approach this development in the same way as it has done with other Armshore developments by requiring the developer to convey the 4 meter strip along the Armshore to the City subject to the usual covenants back and forth between the City and the developer relating to the permitted uses and limitations to be placed upon this strip of land.

This will have long term benefits to the City when and if it is able to tie together the various parcels it has been acquiring along the Arm.

It would unfortunate if in the future the City has title to most of the Armshore walkway and only an easement over other parts of it. That could lead to future legal hassles about the walkway that could be avoided at the get go by the City's obtaining title free and clear to the walkway now when it can be had as part of the negotiation process for the agreement to enter into the development agreement.

Please confirm receipt at your convenience.

Yours truly,
Charles D. Lienaux
Barrister & Solicitor
----- Purcell's Cove Road
Halifax, Nova Scotia

>>> NJ - Nick Jupp <-----> 23/09/2010 11:46 am >>>

My wife and I attended the public meeting last evening. We reside at [-----] Parkhill Road and also own [-----] and [-----] Parkhill Road.

We would like to record our thoughts and suggestions:

1. I understand that requirements contained in the development agreement will be enforceable by HRM in a similar way to zoning regulations.

2. I understand that covenants adopted by the condominium corporation are private between the corporation and shareholders. Future modifications to the covenants would be a private matter as would enforcement; HRM will not be involved.

If I have understood these two things correctly, I would like to ask for the following to be specifically included in the HRM agreement:

A) From the aerial photograph below it's clear that one of the predominant neighbourhood features is a mature forest. This is augmented by the adjacent Dingle park woodlands. To preserve the forest environment please include appropriate terms in the development agreement that will ensure preservation. I realize that professional expertise would be the best way to figure this out, so unless HRM has expertise on-staff, perhaps the proponent should engage appropriate expertise and submit a formal plan.

B) Since the development is a net new addition to the neighbourhood, please can the set-back for construction from the property line be 16' not the usual R1 8'. This will help protect the incumbent Jollimore residents from the incoming net new structures. We can't move our homes, but the new development has flexible options.

C) Please can the footprint and height of the structures be set to reasonable neighbourhood compatible numbers. Also please clearly include garages, whether attached or separate, in the footprint total.

D) Please clarify the water lot situation for the property. Are there rights extending to the owners of the property that allow in water development? If so, what is the process that is required for them to exercise these rights? Water rights have always been a little understood and confusing subject along our side of the Arm, so perhaps it should be clarified for the public in light of the innovative and new land condominium concept that is proposed.

Many thanks,
Nick Jupp

>>> "Bridget" <-----> 25/09/2010 3:23 pm >>>

To all city officials,

While the people from Finntigh Mara are doing a great job to make this new development fit in with the "village" atmosphere, I have great concerns regarding traffic. First "we" of Jollimore do not want roads widened, curbed or altered in any way to accommodate this development. Many of the existing homes sit right on the road frontage. This is a neighbourhood that many people walk, hike and bike and jog through. It is a very pleasant and natural environment. The residents are always out on the roads, both young and old. I believe that Parkhill Rd. will take on the majority of the traffic since the other approaches outbound, have hills that will present problems in the winter. The streets are narrow, barely accommodating 2 way traffic in the winter and summer. The parking signs are obliterated by over grown trees so therefore people park where they want, when in actuality there is only parking on one side of the road. The parking is never monitored. This is a fact! We run into this problem a lot with the theatre at the end of the street. I am concerned about emergency vehicles being able to gain entry into the area. Why do we as a pleasant 'open' village, have to allow people from essentially a "gated community" freedom to walk through our community, see us on our "front porches", but we will not be allowed to walk through theirs? The developers go on and on about preserving the site, maintaining the integrity of the land etc. etc. etc. but the general public of the area are not allowed to be a part of it. I say no to a gated community. They will be using our roads not only for their daily commuting but also for the great length of time to construct this project. Yes, they will be paying taxes but this development will certainly RAISE our taxes. So who really pays in the end? The existing residents! There are many, many important stipulations to be written into this development agreement! Many! We as a community will nitpick at it until it is perfect. So get ready. Think hard about what you will allow on this property, because we certainly are.

Bridget Sexton
----- Parkhill Road
Jollimore Village

>>> Richard Evans <-----> 27/09/2010 3:21 pm >>>

Dear Ms. Stonehocker re: Case #16217

I write as a follow up to the public meeting held on September 22, 2010 concerning this proposal and in light of your invitation to do so.

I live at [-----] Parkhill Road with my spouse Eiblis Evans. Our property is registered in her name.

I spoke at the public meeting. As stated there, I am generally supportive of this proposed development and appreciative of the care and attention, and the values that the Developer is bringing to the project.

At the meeting you clearly explained the difference between legal requirements that are to be contained in the Development Agreement and those that will be in Restrictive Covenants (to be binding only amongst the condominium owners – and in the initial stages, the developer).

I urge that the City negotiate with the developer to include the key provisions that are designed to protect the integrity and character of the neighbourhood in the Development agreement itself. Foremost amongst these provisions would be requirements regarding the relationship between the ten

proposed new dwellings and the lots on which the newly constructed homes (to be undertaken by the purchasers of the bare land condominium lots) are to sit.

My request is that the limitations on the size of the dwellings and all structures attached thereto (such as garages, decks etc.) be contained in the development agreement. I think I heard 40 x 30, or 1200 square feet for the footprint, mentioned at the meeting. This would be fine. Coupled with overall height limitations (say two stories and a basement) what ends up being built should be in keeping with the existing collection of homes and structures in Jollimore. Clear rules for setbacks are also important.

My concern is that the price for these ten new lots (and the four renovated structures) will not be cheap. There is bound to be pressure from some buyers to be allowed to build bigger structures. Other newer developments on both sides of the North West Arm are illustrative of this point. I take Ms. Corson at her word when she indicates that she wants this development to be in keeping with the present character of the Jollimore village. I urge the City to insist on clear binding legal requirements in the Development Agreement that limit the size of the new buildings.

My second point concerns controlling what may be built by way of wharves (and potentially buildings) in or on the water of the North West Arm. The first question here is who controls this process, HRM, the Federal government, others? I don't know the answer, but I do know that the question is complicated. For example, there are issues about whether this is water controlled by pre or post confederation factors; are there deeded water lots; etc.?

My point is that once again, we know from recent history on both sides of the Arm that some individual property owners and/or developers have done overly intrusive things in or on the water. Mammoth dock structures, docks with buildings, even houses constructed on them, would be examples. Because Marterra Inc. has opted to proceed by Development Agreement, I urge the City to negotiate in the Development Agreement reasonable restrictions on what can be done in or on the water.

I think it most likely that the 14 house/lot owners will probably want to keep boats at their property and that more than the one existing wharf will be needed. I leave it to your process to work out what might be a reasonable expansion of the existing facility – but this should be spelled out in the Development Agreement and not left to the Covenant process, or ignored.

Thank you for the excellent job you did in managing the first public meeting and for considering the views of those members of the Jollimore community (and beyond) expressed at the meeting and thereafter.

Yours,
Dick Evans

Richard L. Evans
Associate Professor (Retired)
Faculty of Law
Dalhousie University

>>> Nick Ross <-----> 28/09/2010 2:35 pm >>>

Hello Mackenzie,

I'm writing to reinforce and add to the opinions I expressed at the community meeting last week concerning the proposed development at 10 Kirk Road. I support Solterre Design's plan but would like to see the density of the development reduced by two to three condominium lots: a minimum of two lots and ideally a reduction of three lots. I believe Solterre's plan is well founded and the best one we are likely to be offered.

I have tried to be as brief as possible. Thanks very much for entering this email into your records and for taking the time to read it. Most suburban developments are struggling to achieve and create a harmonious and peaceful way of life. A way of life Jollimore has preserved through the respect of the city and the love and dedication of its residents. I hope my new neighbours at 10 Kirk will be able to join me in continuing this tradition.

Why reduce the number of lots proposed?

a) The road infrastructure surrounding 10 Kirk Road struggles to service the existing properties. The concerns expressed about the roads at the community meeting are valid. I think each road can support a few more houses without dramatically affecting the existing state of road traffic and access. But I think 14 units with at least one car per unit, will cause congestion, noise and access problems routinely. Even three units less would dramatically reduce the significance of this problem.

b) The heritage value of Jollimore and its heritage properties are of equal value to the value of 10 Kirk Road. If a development enters the community and compromises the existing heritage value, nothing has been accomplished by granting a heritage designation to 10 Kirk. The goal is to preserve non-destructively. The existing density of the proposed development may compromise the character of our road frontages by changing a central part of the village experience, the safe use of the roads by all ages, and the safe use of the roads by all ages to access the parks and woodlands. I believe consideration for this kind of concern does not reflect an elitism by the existing Jollimore residents to preserve a status quo. I think we hope to avoid a potential discrimination. If the quality of life and the roads within the development maintain a high standard at the expense of us outside of it, then our frontages have been turned into service alleys for a new elite and the value of our properties diminish.

c) The developers concern for the local environment is valid and honourable. Their plan will preserve many of 10 Kirk's important environmental functions without dramatically increasing impact on our shared resources. However, 10 Kirk as one property was large enough and scarcely populated enough to act as a park, greenbelt and wildlife corridor. It is a micro-climate. This might sound farfetched but it is not. I live next to it and know that it is a sound buffer, affects the quality of air nearby and it is the home of many song birds. Solterre's plan preserves the Rhododendron garden but what of these things? With just a few less lots and more surrounding land around each of the lots that will be built, again, a dramatic change can be avoided.

Can the developers still create a profitable development with the loss of revenue by two or three lots?

Yes, I believe they can. The value of each lot would increase and yet still be affordable to many buyers. The management costs and complexities of the condominium corporation that will have to

maintain the land collectively will be far less. This fact alone should make selling the lots easier and speed the return on investment. Jollimore has become a neighbourhood of high property value and its value will only increase. If potential buyers sense community resentment and if they see that the Jollimore they always wanted access to no longer exists, then I think Solterre Design will attract buyers that do not reflect the brand and mission statements of their company: a company that has already invested so much in being perceived as an ethically concerned organization.

Solterre Design may be able to truly distinguish themselves for the design and execution of this project if they reign in the scope of their it by approx. a fifth.

Thank you again for allowing me to participate.

Sincerely,
Nick Ross
----- Kirk Road
Halifax, Nova Scotia

>>> "Agnes G McLean" <-----> 30/09/2010 4:18 pm >>>

Dear Ms Stonehocker,

I attended the meeting last week at the William Spry Centre. I signed the list of attendees but not the one for persons interested in follow up information.

I would like to be added to the mailing list.

I thought it was an excellent meeting and I liked the proposed development.

I live at Regatta Pt but my interest is as President of the Northwest Arm Heritage Association with special interest in the pathway along the shoreline.

Regards
Agnes G. McLean

>>> "Alyson Carter" <-----> 01/10/2010 3:30 pm >>>

Re. Case 16217:
Proposed Development by Marterra Inc. of 10, Kirk Road, Jollimore.

Dear Ms. Stonehocker,

Last year my husband and I purchased a property at 25 Kirk Road with the intention of retiring there in four or five years' time.

We were attracted to the property partly because of its age, it was built in 1855, but mainly because it is situated in a very peaceful location. We like the non-conforming roads and the way they are

conducive to walking, the enjoyment of nature and neighbourliness. Jollimore, as you know, is well established and has a character that is probably unique in HRM.

It seems to us that a development such as Marterra is suggesting would severely compromise all those qualities that now make Jollimore a very pleasant place to live.

BUILDING/POPULATION DENSITY.

Jollimore is an old community. It was originally a fishing community and later became an area for cottages. Lots are generally large and the population density small. The roads are scaled to match.

TRAFFIC.

It is probable that, allowing for two cars per household, the development would bring in 28 more vehicles to the neighbourhood. Obviously service vehicle traffic would increase as well, not to mention the possibility that more boats would be transported through the lanes of Jollimore in order to gain access to the water.

Our roads are too narrow to accommodate such an increase in daily traffic. Pedestrian and vehicular safety would be bound to be compromised.

CHARACTER AND COMMUNITY VALUES OF THE NEIGHBOURHOOD.

Marterra is proposing to build what is essentially a modern gated community in the centre of an historic village. The exclusive nature of such a development is antithetical to the way of life in Jollimore where neighbours commonly grant each other access over their properties. From what was said, or unsaid, at the meeting, it seems that regular villagers would be excluded from the private roads of Marterra's proposed development.

Moreover, it seems that Marterra's development might well cause resentment within the present community and result in an 'us and them' relationship between established residents and newcomers to the development, particularly since the residents of Jollimore value

the peace and quiet which is an important part of Jollimore's heritage: the months of construction traffic and the attendant road congestion and noise necessitated by such a development would not only interfere with the traditional way of life at Jollimore it could easily poison any future relationship between the old and the new.

ENVIRONMENT.

In the presentation of September 22nd, which I attended, Marterra repeatedly stressed that they would ensure that the development would be 'green'. They can only be thinking of the intended building materials and energy efficiency. In my view 'green' means more than that. It means sustainable. There is nothing sustainable about such a large, intrusive development. For example, it would only be a matter of time before roads would have to be widened to accommodate extra traffic.

Right now the dwellings at 10 Kirk Road are mostly obscured from view by deep plantings of trees. The setbacks suggested by the developer are too shallow to hide the development from view. Immediate neighbours would lose much of the enjoyment of their properties.

COVENANTS.

At the meeting, if I understand correctly, it was stated that HRM itself has no say in regulating or enforcing the covenants between the developers and individual owners. I would like to know more about the legal status of such covenants, could the individual owners agree to change them, etc.

I hope that you will consider these points when making your decision on how to proceed with the property.

Sincerely,
Alyson Carter
----- Jubilee Road,
Halifax, Nova Scotia.

From: Fraser Ross <----->
Date: Thu, Sep 23, 2010 at 2:15 PM
Subject: Kirk Road

Hello all, particularly Jennifer,

I was at the presentation last night because I like Solterre's philosophy, and was intrigued at how you'd tackle this property. So you know live in Hali west and not Jollimore.

I left quite stimulated by it all. Sets a very fine precedent for heritage development.

From the questions last night, the opinion had little to do with what would become of the property and more of how it will change their way of living as a property bordering or near.

Some obvious observations:

- for neighbourhood PR, traffic flow is the big problem
- followed by length of overall construction, resulting heavy traffic
- followed by burden on infrastructure

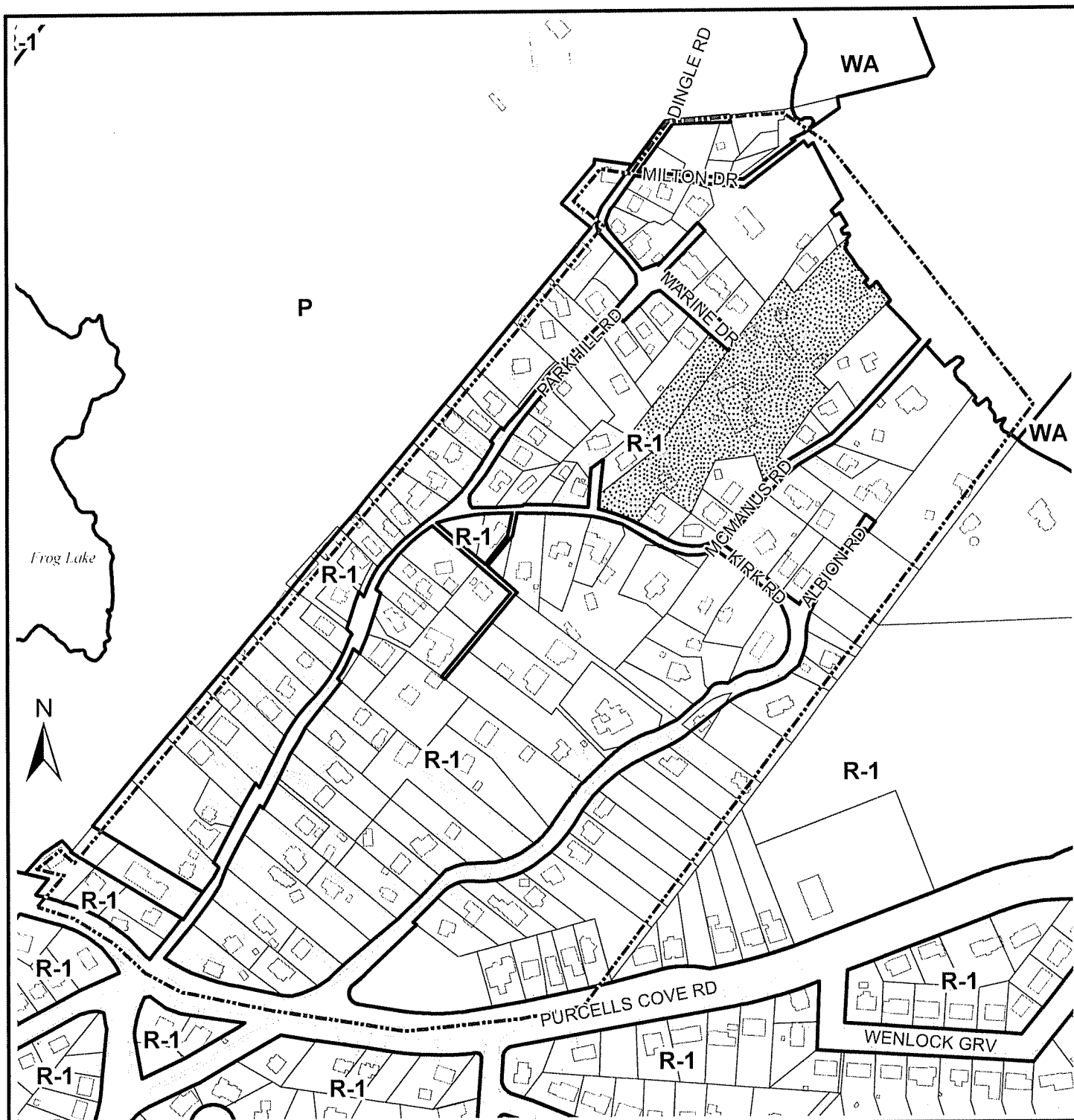
I had to leave before questions were over. Did you get any from potential tenants?

For example, is there an estimate on per lot cost yet? Does it vary based on distance from water? Have the covenants been drafted yet?

Honestly when we read in the Saturday(?) Herald, we drove out to have a look. My partner is on the Heritage Advisory committee and we're always interested in the machinations of development in the city.



Best of luck with this project,
Fraser

Semaphor Design Company Inc.
----- Quinpool Road
Halifax, Nova Scotia



Map 1 - Location and Zoning

10 & 10A Kirk Road
Halifax

-  Subject area
-  Area of notification

Halifax Mainland
Land Use By-Law Area

Zone

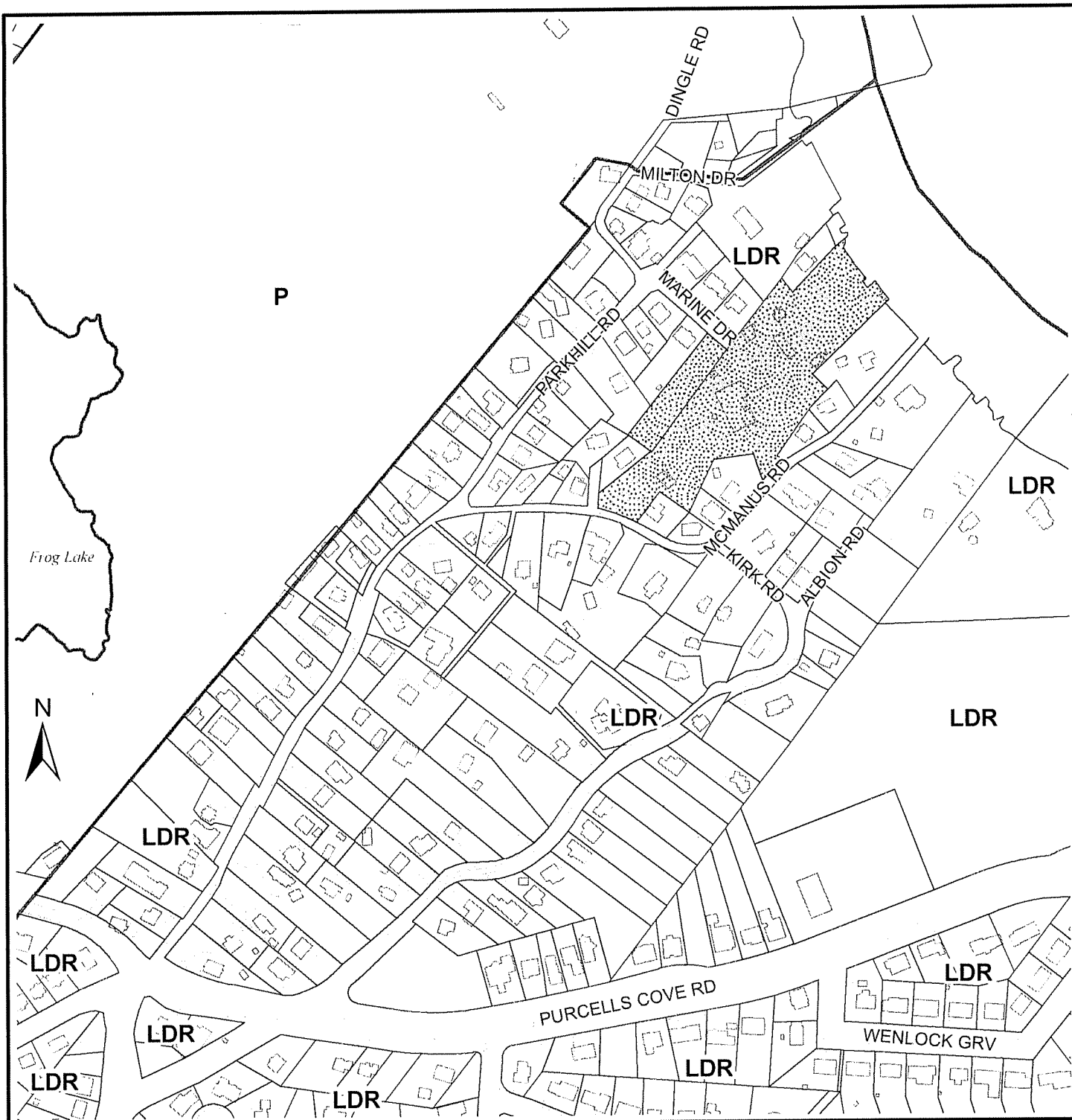
- R-1 Single Family Dwelling
- P Park and Institutional
- WA Water Access

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 50 100 m


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



Map 2 - Generalized Future Land Use

10 & 10A Kirk Road
Halifax


 Subject area

Halifax Mainland
Municipal Plan Area

Designation

LDR Low Density Residential
P Major Community Open Space

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 50 100 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

ATTACHMENT D:

Correspondence from Hugh and Sheila Kindred and Paul and Mary Taylor

SUBMISSION TO HRM STAFF ON THE PROPOSED DEVELOPMENT BY MARTERRA INC, AT 10 KIRK ROAD,
HALIFAX, NOVA SCOTIA

BACKGROUND

Marterra Inc. has applied for a heritage development agreement to permit 1 two-unit dwelling and 12 single-unit dwellings at 10 Kirk Road, Halifax, a Municipally Registered Heritage Property. The lands would be developed as a 14-unit bareland condominium, incorporating the five buildings and pool currently existing on the registered heritage property. The 1914 home would be the proposed two-unit dwelling; twelve single-unit dwellings would be arranged on the lands; and the pool and pool house would be common amenities.

The application is being considered under the heritage development agreement process. Policy 6.8 of the Heritage Resources section of the Halifax Municipal Planning Strategy is the enabling policy that allows Council to consider development agreements for registered heritage properties for uses not otherwise permitted by the Land Use By-law. This option is intended to encourage greater flexibility of use with respect to registered heritage properties, provided that heritage integrity and neighbourhood compatibility are not compromised.

Specifically Policy 6.8 states as follows:

In any building, part of a building, or on any lot on which a registered heritage building is situated, the owner may apply to the City for a development agreement for any development or change in use not otherwise permitted by the land use designation and zone subject to the following considerations:

- (i) any registered heritage building covered by the agreement shall not be altered in any way to diminish its heritage value;
- (ii) any development must maintain the integrity of any registered heritage property, streetscape or conservation area of which it is part;
- (iii) any adjacent uses, particularly residential use are not unduly disrupted as a result of traffic generation, noise, hours of operation, parking requirements and such other land use impacts as may be required as part of a development;
- (iv) any development substantially complies with the policies of this plan and in particular the objectives and policies as they relate to heritage resources.

The proposed development has very limited useful road frontage (a total of about 51 meters in two access points). One access road runs off of Kirk Road while the other enters McManus Road in roughly the center of this road.

These lands lie within what is commonly referred to as the Village of Jollimore. This area, and in particular, Kirk and McManus Roads, are characterised by narrow, unpaved streets which in some cases are no wider than 10 feet. The area is also characterised by profuse vegetation, with overhanging trees and shrubbery. Because of its rather remote feel, it often has the sense of a village of cottages, like the ones from which the area developed. It is a tranquil area with what many people call a high quality of life. As such, houses seldom

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turn over in the neighbourhood. For example, prior to recent subdividing of two properties, the average tenure of the residents on McManus Road exceeds 30 years.

The point of this submission is quite simple. The signatories to this submission have significant concerns that the increase in traffic volumes that will be generated by this development are not compatible with the neighbourhood in which this development will take place and are inconsistent with the requirements of Policy 6.8(iii). In particular, these concerns relate to Kirk and McManus Road, but also apply to the outflow of this incremental traffic through, Albion and to a lesser extent, Parkhill Road. We believe such incompatibility requires that HRM must request changes to the development prior to reaching any development agreement under Policy 6.8 of the Heritage Resources section of the Halifax Municipal Planning Strategy. Such recommended changes will be covered elsewhere in this submission.

TRAFFIC VOLUMES

McManus and Kirk Roads are very narrow streets by HRM standards with as little as 10 usable feet of width in some places in the summer, let alone in the winter when snow banks are considered (see Figure 1). McManus in particular is quite narrow with a steep grade. It is roughly 400 feet in length and ends in a dead end on a foot path to the Northwest Arm. There is no turning circle at this end of this road. It has no sidewalks and has an open ditch up to 3 feet deep running along one side.

Currently there are 8 occupied dwellings on McManus Road. A recent subdivision will add two more within the next few months. Within these existing dwellings, there are currently 15 passenger vehicles resident. The development proposes to add five more properties connected directly to McManus Road with the possibility of a further 3-4 dwellings being added by way of a further subdivision of properties at the foot of the road. Using the existing ratio of vehicles to residences, this would bring the total number of resident vehicles to roughly 34, an increase of 127% from the current number.

While in the majority of HRM, this may not sound like a lot of traffic. For a well treed, 10 foot wide, dead end road with a steep pitch, it is significant. Add to this, the accompanying service traffic (oil deliveries, couriers, emergency vehicles, delivery trucks, garbage trucks, snow plows and utility service vehicles). With the existing traffic on the road, only one vehicle may pass at a time (see Figure 1). Vehicles either have to wait at the top or bottom of the road for their turn, or turn into an available driveway. When a delivery is being made, the road is effectively shut down until the delivery vehicle leaves. Given the absence of a turning circle at the foot of the road, most of these larger vehicles are forced to back down the road. Large city snow plows no longer service the road after having fallen into the open ditch that lines the right hand side of the road. This service is now done by smaller pick-up truck sized vehicles.

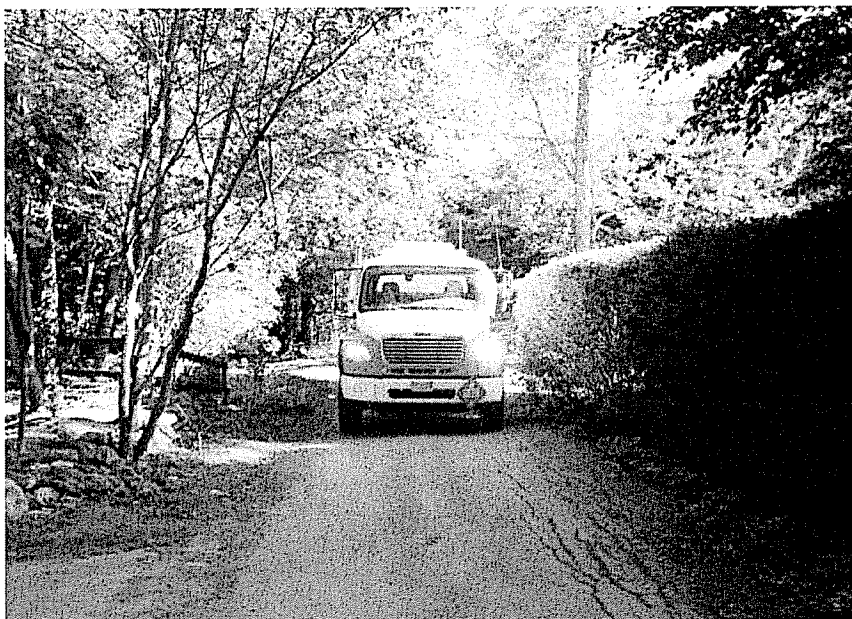
The sheer volume of traffic will increase the frustration of the residents no doubt, but it is two aspects of safety that are most worrisome.

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Figure 1



Figure 2



SIGHT LINES

At a point roughly half way down the road, McManus Road is at its narrowest. This is also the point where the road bends to the right. This is also the point at which the intersection with the proposed Roost Road from the new development would occur (see Figure 3). Because of the larger trees, shrubs and snow banks (in the snowier winters), a potentially dangerous convergence point will be created. (while Roost Road currently exists, it is not used and is blocked by a locked gate).

People proceeding down McManus Road cannot see the traffic at the foot of the road or on Roost Road. Similarly, people coming up the hill cannot see traffic at the top of the road or on Roost Road. Finally, those coming out of Roost Road cannot see traffic at either end of McManus. Given the narrow width of the roads involved and the vehicle and foot traffic, increasing traffic volumes and creating such an intersection would not seem to be a safe thing to do. This applies particularly to the winter months where it is necessary to accelerate up the road in order to overcome icy conditions on the steep hill.

FOOT TRAFFIC

As we understand the proposed agreement, HRM is interested in firming up an easement over the waterfront side of the proposed development property, the so-called "existing tow path". This tow path is part of an historical existing public walkway along the western shore of the North West Arm, which extends from Sanford Fleming Park to the Royal Nova Scotia Yacht Squadron, almost a mile to the south. This is a very popular walkway and HRM is to be commended for attempting to strengthen the public's control of it, and thereby encourage its use. Indeed, all of this is consistent with HRM's promotion of active transportation.

At the foot of McManus Road is a walkway (see Figure 4) which connects to this path, one which the city has recently upgraded by grading, run off control and paving. In fact, we believe this is the only public walkway which provides access along the course of the tow path. This connection provides essentially a loop for people coming through Jollimore to reach Fleming Park and hence access back to the Purcell's Cove Road and beyond. This loop is by far the most popular portion on the tow path for foot traffic. It is used regularly by joggers, kayakers, canoeists, cyclists and walkers from inside the village and far beyond (through parking available in Fleming Park). In fact, since the upgrade of the path at the foot of McManus Road, it is now regularly used by families with young children and strollers. Prior to the upgrade, strollers would have difficulty navigating the connecting path.

To reach this path by foot, people have a choice to come by way of Parkhill or Albion roads but have no choice but to use Kirk and McManus Roads. Any people using this path now have to either move into the ditch or a driveway to avoid any traffic on these roads, particularly on their upper end. There is simply no choice if they wish to reach the only connection which bisects the tow path, a portion of which the city is trying to protect and encourage use of through this development. The encouragement of the use of this path seems completely incompatible with doubling the traffic flow on Kirk and McManus Roads.

WHY NOT JUST WIDEN THE ROAD?

Given the points made in this submission, one answer might seem to be to widen the roads to improve access and cut down the trees to improve visibility. Such a solution could not be more misguided. A major attraction of the neighbourhood is its quiet, well treed, rural

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nature. Destroying the nature of the neighbourhood to allow for new development would be contrary to HRM's Policy on Heritage Resources: their use must be compatible with the existing neighbourhood.

Specifically, widening the roads and removing the trees to protect those on foot from the increase in vehicular traffic would

- a) be contrary to the Heritage Policy 6.8(ii) to maintain the integrity of immediate streetscape, and
- b) violate the Heritage Policy 6.8(iii) by unduly disrupting the adjacent residential area.

RELIEF SOUGHT

Respectfully, for the above reasons, we the undersigned request that HRM staff recommend the following specific conditions to be included in the proposed development agreement with Marterra Inc.

1. The density of the development be reduced by three units in order to help minimize the incremental traffic flows in this neighbourhood. Specifically, the number of units served by Roost Road would be reduced by two (it is difficult to see how the slope in this area would support 5 units to begin with) and the number served by Finntigh Lane would be reduced by one.
2. To further reduce the potential impact on foot traffic on Kirk and McManus Roads, Roost Road and Finntigh Lane and their associated foot paths be opened to public foot traffic to allow an alternative route to the tow path along the North West Arm.
3. As the developers will be exempt from the normal neighbourhood improvement levy applied to new subdivisions, they should be required to fund a proper completion of the drainage and paving on the path at the foot of McManus Road (Figure 4) that connects to the tow path. This path does not yet have proper drainage and is in the process of being washed out again from the runoff from McManus Road. It needs to be properly stabilized.
4. Proper traffic controls be placed at the outlets of both Finntigh Lane and Roost Road.

We would be pleased to engage in any further discussions on these points, which HRM staff feel are necessary.

Respectfully submitted by:

Hugh and Sheila Kindred, 16 Kirk Road (corner of McManus and Kirk Roads)

Paul and Mary Taylor, 9 McManus Road (opposite proposed Roost Road)

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Figure 3



Figure 4

