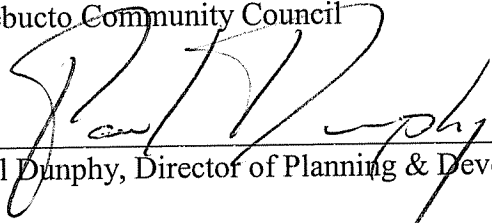




PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Chebucto Community Council**  
**February 6, 2006**

**To:** Chebucto Community Council

**Submitted by:**   
Paul Dunphy, Director of Planning & Development Services

**Date:** January 24, 2006

**Subject:** **Case 00873: Non-Substantive Amendment to Stage I Development Agreement - Main Avenue, Halifax**

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**ORIGIN**

Application by W.M. Fares and Associates Inc., on behalf of Byblos Development Group, to amend the Stage I development agreement to allow a change in the road network and reconfiguration of the public open space on lands situated north and south of Main Avenue, Halifax.

**RECOMMENDATION**

It is recommended that Chebucto Community Council:

1. Approve the amendments to the Stage I Development Agreement for the Mount Royal Residential Development on Main Avenue, Halifax, presented as Attachment "A" to this report; and,
2. Require the Amending Agreement for Stage I be signed and delivered within 120 days, or any extension thereof granted by Council on request of the applicant, 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 subject lands compromise a total of 67.55 acres which abut the north and south sides of Main Avenue to the west of North West Arm Drive. The lands are designated Residential Environments in the Halifax Municipal Planning Strategy and are zoned Schedule "K" in the Mainland Halifax Land Use By-law (see Map 1). Schedule "K" requires a two stage approval by Council. The first stage (Stage I) involves Council approval for a concept plan and development agreement and a public hearing is required. The second stage requires more detailed plans and development agreements for individual phases of the development. Stage II development agreements are to be consistent with the Stage I agreement. Council approval is required for the Stage II agreement but there is no public hearing.

The Stage I Development Agreement was approved by Chebucto Community Council on April 4, 2005. Subsequent to the approval of the Stage I, the Developer has redesigned the overall site development plan which results in changes to the road network and the size and configuration of the open space among other things. These changes are non-substantive matters as identified in Section 3.1 of the existing agreement or considered minor and in keeping with the intent of the approved Stage I development agreement.

## **DISCUSSION:**

The intent of the proposed amendments is to improve the overall development while at the same time incorporate changes that have occurred in relation to the site and the proposed development. When comparing the revised site plan to the previously approved site plan there are the following changes:

- within the low density housing section (Phase 2) the loop road (approved Road "C") is to be changed to two cul-de-sacs (revised Roads "C" and "G");
- a shift in the location of Road "B" which is the road connecting the Regency Park Drive extension (Road "H") to Road "A";
- the community/neighbourhood park (P1) is being reduced from 8.5 acres to 8.2 acres and reconfigured to have increased frontage on the Regency Park Drive extension (Road "H");
- the community entrance park is being reduced in size to exclude lands owned by the Province;
- the redesign of open space (P1) causes some shifting to the location of townhouse blocks;
- the total number of single family, semi-detached and townhouse dwellings has increased by 12 units which is in accordance with Section 2.2.9 of the Stage I agreement;
- the 10 multiple unit buildings are consistent with the approved Stage I in terms of project density and heights but some minor modifications have been made in relation to building locations, footprints and unit counts;
- the property boundary has been revised to include the consolidated lands exchanged with the Water Commission;
- specifics on the revised site development are provided in Schedule "B1" - Site Development Concept Plan and Schedule "D1" - Project Data Chart which form part of the amendment to the development agreement.

The redesigned community/neighbourhood park (P1) provides a focal point when entering the project from North West Arm Drive and connects more effectively with the surrounding residential

buildings. The reduced community entrance park will still allow for entry signage and some landscaping close to the intersection of North West Arm Drive and the Regency Park Drive extension (Road "H").

The revised road network which changes from a loop road to two cul-de-sacs provides a more desirable marketing opportunity. There may be an impact on the opportunities for tree preservation in this area as it is currently swampy and has suffered from Hurricane Juan tree damage but the Developer recognizes the importance of a tree buffer so will ensure that, should there not be trees to save, that new trees will be planted in this area. This will be addressed as part of the requirements for the Stage II, Phase 2 development agreement.

The land exchanged with the Halifax Regional Water Commission, upon consolidation, created a slightly different configuration in the property boundary from what was anticipated. This, in combination with the other changes to the site design, offered an opportunity to make some minor adjustments to the multiple residential buildings and the townhouses.

Staff is satisfied that the proposal and terms of the proposed amending agreement for this development are consistent with the policy framework and ensure sound land use planning. The changes reflected in the amending agreement for the Stage I development agreement (Attachment "A") have been prepared, in staff's opinion, to encourage innovation and promote a high quality development. The Developer is required to address what is proposed to a greater level of detail in the Stage II development agreements.

### **BUDGET IMPLICATIONS**

None

### **FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN**

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

### **ALTERNATIVES**

1. Chebucto Community Council can approve the amendment to the Stage I Development Agreement as set out in Attachment "A". This is the recommended approach.
2. Chebucto Community Council could direct that revisions be made to the draft amending agreement. Depending on the extent of changes requested, an additional staff report(s) may be required.

3. Chebucto Community Council may refuse the amendment to the Stage I Development Agreement. This is not recommended as it complies with the policies of the Halifax Municipal Planning Strategy. If Community Council chooses to reject the application, reasons must be given.

**ATTACHMENTS**

Map 1	Location and Zoning
Attachment "A"	Draft Amending Agreement for Stage I including: <ul style="list-style-type: none"><li>Schedule "B1" Site Development Plan numbered 00873-0004</li><li>Schedule "C1" Services and Contours Plan numbered 00873-0005</li><li>Schedule "D1" Project Data Chart numbered 00873-0006</li></ul>
Attachment "B"	Approved Stage I Development Agreement

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.  
Report Prepared by: Randa Wheaton, Senior Planner, Planning Applications, Planning and Development Services, 490-4499



Map 1 - Location and Zoning

Main Avenue  
Halifax

 Subject area

Halifax Mainland By-Law Area

#### Zone

R-1	Single Family Dwelling
R-2	Two Family Dwelling
R-4	Multiple Dwelling
RDD	Residential Development District
K	Schedule K
C-1	Local Business
I-2	Radio Transmitter
I-3	General Industrial

**HALIFAX**  
REGIONAL MUNICIPALITY  
PLANNING AND  
DEVELOPMENT SERVICES

0 100  
metres

This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area.

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

THIS AMENDING AGREEMENT made this      day of      , 2006,

BETWEEN:

**BYBLOS DEVELOPMENT GROUP,**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY,**

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain undeveloped lands off Main Avenue, Halifax, (PID # 00271924 and 40541682) formerly known as the Butler Brothers Limited lands and which said lands are more particularly described in Schedule "A" hereto (hereinafter called the "Lands");

**AND WHEREAS**, the Chebucto Community Council of Halifax Regional Municipality granted approval of an application by the Developer to enter into a Stage I Development Agreement to allow a mixed use development on the Lands, which said agreement was recorded on September 29, 2005, at the Registry of Deeds at Halifax as Document Number 83128802 (hereinafter is called "the Stage I Agreement");

**AND WHEREAS** the Developer has requested an amendment to the provisions of the Stage I Agreement to enable non-substantive changes to the road network and the open space configuration;

**AND WHEREAS** the Chebucto Community Council for the Halifax Regional Municipality approved this request at a meeting held on the      day of      , 2006, subject to the registered owner of the Lands entering into this agreement referenced as Municipal Case Number 00873;

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

The existing Stage I agreement shall be amended as follows:

1. Replace the Site Development Plan (Schedule "B") with the Revised Site Development Plan (Schedule "B1").
2. Replace the Services and Contours Plan (Schedule "C") with the Revised Services and Contours Plan (Schedule "C1").
3. Replace the Project Data Chart (Schedule "D") with the Revised Project Data Chart (Schedule "C1").
4. Delete Section 2.1.1 and replace with "The Developer shall not develop or use the Lands, primarily known as Mount Royal and formerly known as the Butler Brothers property (PID's 00271924 and 40541682), for any purpose other than a residential development with minor commercial and public open space which, in the opinion of the Development Officer is substantially in conformance with Schedules "B1", "C1" and "D1" (Plans No. 00873-0004, 00873-0005 and 00873-0006 filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00873)."
5. Amend Section 2.1.2 to delete:

"Schedule "B"	Site Development Plan numbered 00567-0037
Schedule "C"	Services and Contours Plan numbered 00567-0036
Schedule "D"	Project Data Chart numbered 00567-0033"

and replace with:

"Schedule "B1"	Site Development Plan numbered 00873-0004
Schedule "C1"	Services and Contours Plan numbered 00873-0005
Schedule "D1"	Project Data Chart numbered 00873-0006"
6. Delete references to Schedule "B" and/or Schedule "C" and/or Schedule "D" in Sections 2.1.3, 2.1.4, 2.2.1, 2.2.2(c), 2.2.6, 2.3.2, 2.5.2, 2.5.8, 2.6.2.1 and 2.6.2.4 and replace with Schedule "B1" and/or Schedule "C1" and/or Schedule "D1" as appropriate.

All other terms and conditions of the Existing Stage I Agreement shall remain in full force and effect.

Time shall be of the essence of this Amending Stage I Agreement.

This Amending Agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

SIGNED, SEALED AND DELIVERED  
in the presence of

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

) **BYBLOS DEVELOPMENT GROUP**

)

)

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

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

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) **HALIFAX REGIONAL MUNICIPALITY**

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

)

)

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

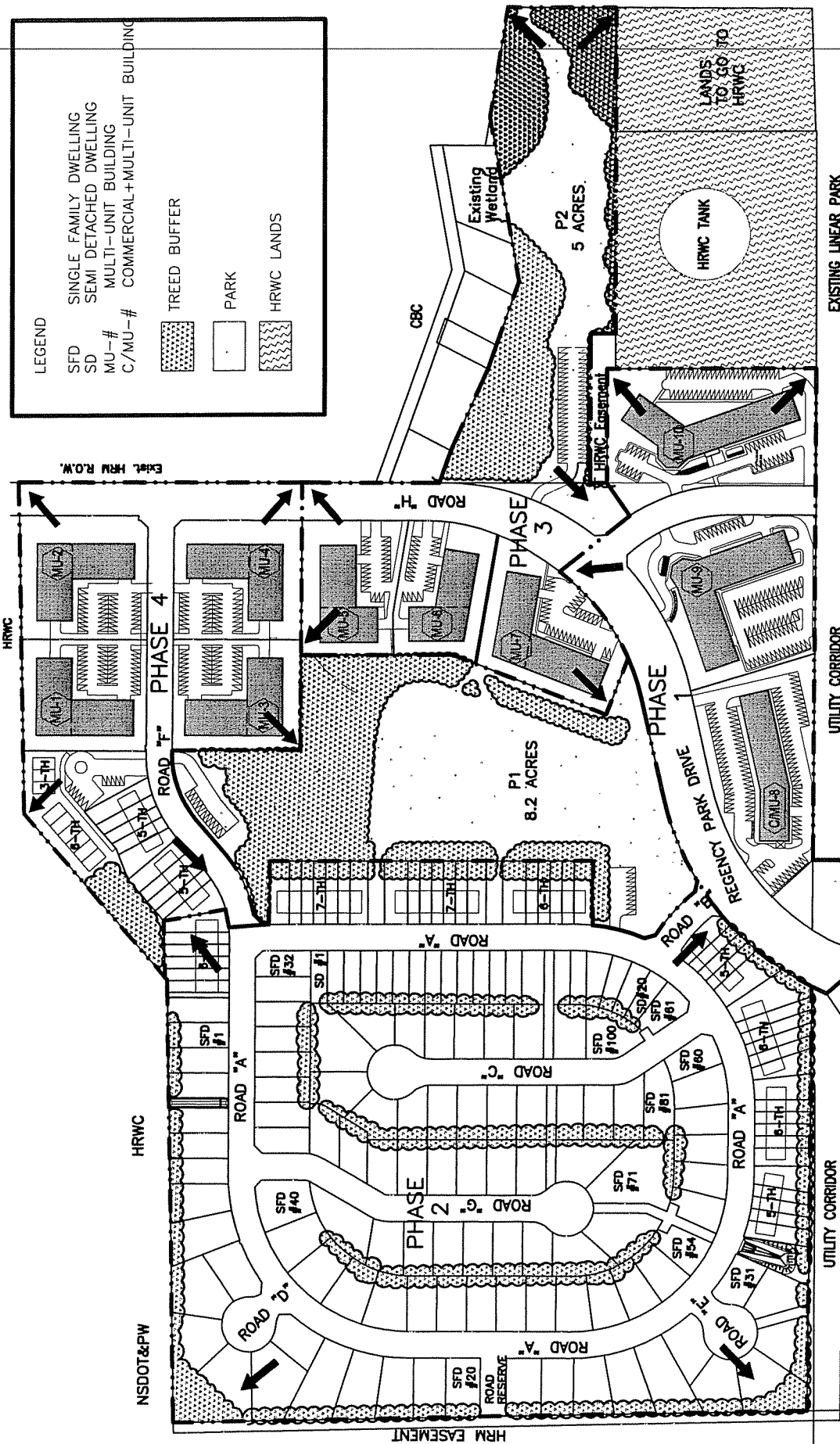
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MAYOR  
MUNICIPAL CLERK



**LEGEND**

SFD	SINGLE FAMILY DWELLING	TREED BUFFER
SD	SEMI DETACHED DWELLING	PARK
MU-#	MULTI-UNIT BUILDING	HRWC LANDS
C/MU-#	COMMERCIAL+MULTI-UNIT BUILDING	



BUTLER PROPERTY SUBDIVISION  
SITE DEVELOPMENT PLAN  
NOT TO SCALE  
JANUARY 23, 2006



ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT & DEVELOPMENT



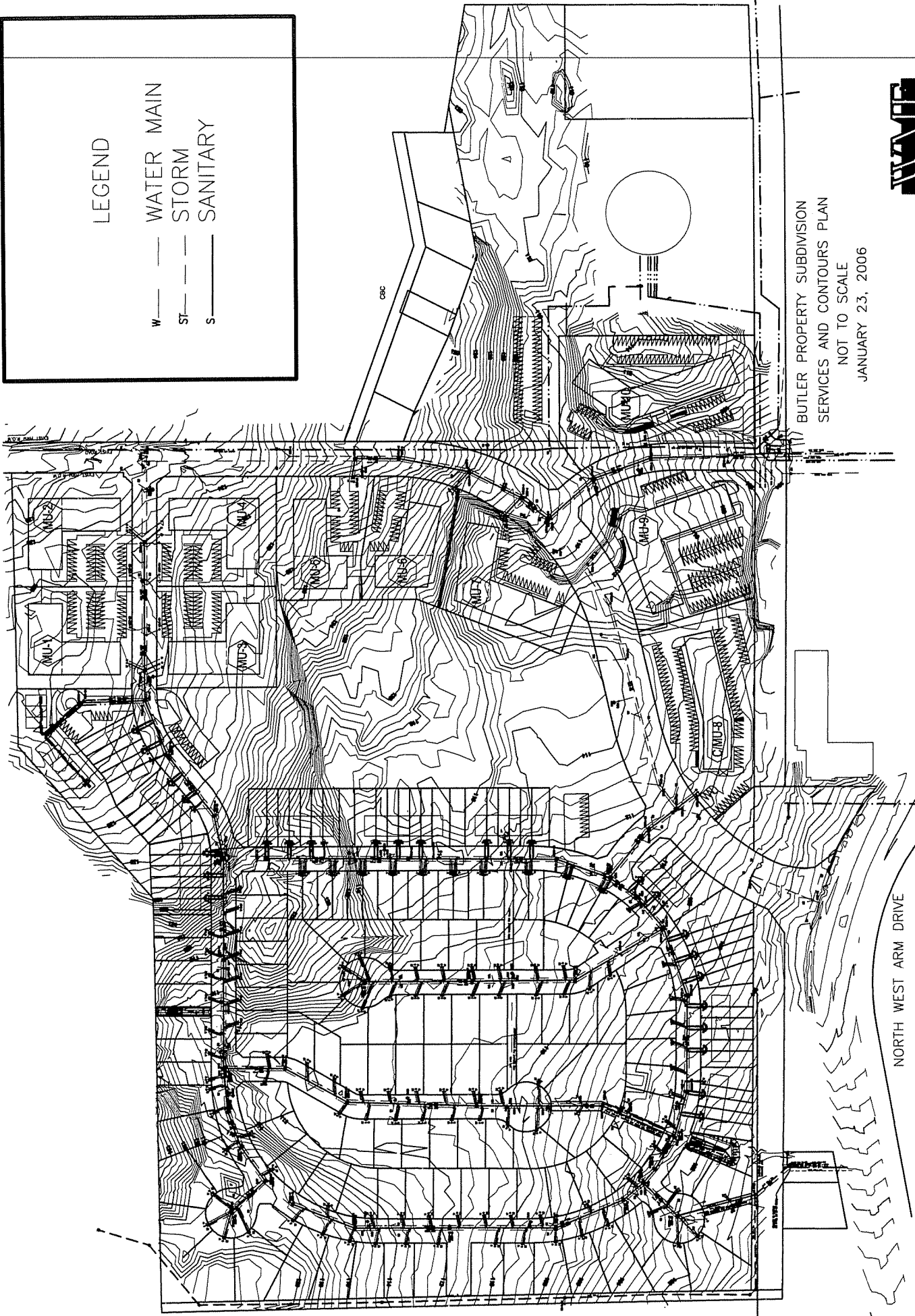
BUTLER PROPERTY SUBDIVISION  
SERVICES AND CONTOURS PLAN  
NOT TO SCALE  
JANUARY 23, 2006

00873-0005

NORTH WEST ARM DRIVE

LEGEND

W ——— WATER MAIN  
ST ——— STORM  
S ——— SANITARY



**LAND USE CONCEPT DATA****BUILDING / PROPERTY SPECS****PARKING**

BUILDING	LOT AREA	FLOORS	UNITS				DENSITY	MAX. HEIGHT	INTERIOR	EXTERIOR
			1B	2B	3B	TOTAL				
1	60,997 SQFT	7 + 2 PARKING		90		90	202.5	30	82	35
2	61,377 SQFT	7 + 2 PARKING		90		90	202.5	30	82	35
3	54,041 SQFT	7 + 2 PARKING		90		90	202.5	30	82	35
4	56,650 SQFT	7 + 2 PARKING		90		90	202.5	30	82	35
5	48,588 SQFT	7 + 2 PARKING		77		77	173.25	30	68	29
6	46,845 SQFT	7 + 2 PARKING		77		77	173.25	30	68	30
7	67,694 SQFT	5 1/2+ 1 1/2 PARKING	6	93		99	221.25	21	95	33
8-1ST. 8-2nd./3rd. 4th. & 5th.	81,238 SQFT	1 PARKING 1 COMMERCIAL 4 RESIDENTIAL	4	60		64	143	17	56	72+33=105
9	104,126 SQFT	7 + 2 PARKING	8	124		132	295	30	120	83
10	101,660 SQFT	4 + 1 PARKING	28	60		88	191	17	60	71
Total - Multi Unit						897	2006.75		795	491
SFD						100				
SEM-DETACHED						20				
TOWNHOUSES						67				
Total - houses						187	626.45			
Totals						1084	2633.2			

TOTAL LAND AREA: 67.55 acres

**PROJECT DENSITY:**

$$\frac{\text{TOTAL PERSONS}}{\text{TOTAL ACREAGE}} = \text{PROJECT DENSITY}$$

$$\frac{2633.20 \text{ P}}{67.55} = 38.98 \text{ P / acre}$$



ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT &amp; DEVELOPMENT

480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9

Tel: (902) 457-6676

E-mail: wmfdesign@wmfares.com

Fax: (902) 457-4686

Website: www.wmfares.com

PROPOSED:

**MOUNT ROYAL RESIDENTIAL  
DEVELOPMENT**MAIN AVENUE  
HALIFAX, N.S.

TITLE:

**PROJECT DATA CHART****00873 - 0006**

DATE:

**JAN 23, 2006**

SCALE:

DRAWN:

PROJECT:

**200533**

THIS AGREEMENT made this **3** day of ~~July~~ **Aug**, 2005,  
BETWEEN:

**APPROVED**  
  
Municipal Solicitor

**BUTLER BROTHERS LIMITED**

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

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain undeveloped lands off Main Avenue, Halifax, and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Stage I Development Agreement relating to the primary design and planning for a mixed commercial/residential development on the Lands pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy and Land Use By-law for Mainland Halifax;

**AND WHEREAS** the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on April 4, 2005, referenced as Municipal Case Number 00567;

**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 The Developer agrees that the Lands shall be subdivided, consolidated, developed and used only in accordance with and subject to the terms and conditions of this Agreement.

- 
- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Mainland Halifax, as may be amended from time to time.
  - 1.3 Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax, as may be amended from time to time.
  - 1.4 Pursuant to Section 1.2 and 1.3, 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 subsequent Stage II Development Agreement for these lands), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
  - 1.5 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 subsequent Stage II Development Agreement for these lands) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
  - 1.6 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.
  - 1.7 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: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **2.1 Schedules**

- 2.1.1 The Developer shall not develop or use the Lands, primarily known as the Butler Brothers property (PID's 00271924, 40541682, 40876682 and portions of 00258897, 00337782 and 40541690), for any purpose other than a residential development with minor commercial and public open space which, in the opinion of the Development Officer is substantially in conformance with Schedules "B" to "D" inclusive (Plans No. 00567-0033, 00567-0036 and 00567-0037 filed in the Halifax Regional Municipality Planning and Development Services Department as Case 00567).

2.1.2 The Schedules to this Agreement are:

Schedule "A"	Legal Descriptions of all of the Lands of Butler Brothers Limited, Main Avenue, Halifax including those lands to be transferred from the Halifax Regional Water Commission to Butler Brothers Limited and those HRM owned lands to be used for the Regency Park Drive connection to North West Arm Drive and for the Community Entrance Park (P3).
Schedule "B"	Site Development Plan numbered 00567-0037
Schedule "C"	Services and Contours Plan numbered 00567-0036
Schedule "D"	Project Data Chart numbered 00567-0033

2.1.3 The Parties agree that Schedules "B", "C" and "D" of this Agreement contain the proposed land uses, preliminary design schematics and servicing schematics for the development of the Lands and further agree that the aforementioned uses and schematics shall form the basis for negotiation and approval of any Stage II Agreement.

2.1.4 The Developer agrees that Schedules "B", "C" and "D" of this agreement are consistent with the drawings and information provided to and studied by the Canadian Broadcasting Corporation for compatibility purposes.

2.1.5 Development permits shall only be granted for these lands after approval of Stage II Development Agreements by Community Council and execution of the documents by the Developer.

## 2.2 Land Use Controls

2.2.1 The Municipality acknowledges that the preliminary design schematics for the lands, as illustrated in Schedules "B", "C" and "D" form the intent of both the Municipality and the Developer with respect to future development approvals. The use of the Lands permitted by this Agreement, subject to its terms, and as generally illustrated on the Schedules attached hereto, are the following:

2.2.2 More specifically the uses shall include:

- (a) A lower density residential area comprising:
  - 99 single detached dwellings in conformance with the Single Family Dwelling Zone (R-1) of the Halifax Mainland Land Use By-law;
  - 22 semi-detached dwellings in conformance with the Two- Family Dwelling Zone (R-2) of the Halifax Mainland Land Use By-law;
  - 54 townhouse dwellings in conformance with the Townhouse Zone (R-2T) of the Halifax Mainland Land Use By-law;

- including tree habitat conservation areas as identified in 2.7.2 and to be further detailed in the Stage II Development Agreements;
- b) A higher density residential area comprising a maximum of 900 apartment units within a maximum of ten buildings of varying heights which generally comply with the R-3 or R-4 provisions of the land use by-law but with detailed development standards, which may vary from the R-3 or R-4 standards, such as, but not limited to, a reduction in private landscape open space, where deemed reasonable and appropriate by Community Council, are to be determined as a component of the Stage II Development Agreements;
- c) Heights and number of stories of multiple unit residential buildings shall be in accordance with the building and site plans that were provided to the Canadian Broadcasting Corporation and the basis for their November 2004 report entitled 'Engineering Report - Impact of the Butler Project on the CBC Broadcast Tower at Halifax (Geizer Hill), Nova Scotia' and Schedule "D";
- d) A commercial area in conformance with the Minor Commercial Zone (C-2A) of the Halifax Mainland Land Use By-law containing no more than a total of 36,000 sq. ft. of gross floor area;
- e) Open space consisting of a Public Community Park (P1) of approximately 8.5 acres, a Public Mainland Common Secondary Entrance (P2) of approximately 4.6 acres and a Community Entrance Park (P3);
- f) Accessory uses to the foregoing, including a sales office and construction trailer.

2.2.3 Notwithstanding Clause 2.2.2 (a), for the single detached and semi-detached dwellings, a minimum front yard setback of 15 feet to the front building face with projections, such as, but not limited to, stairs, balconies and bay windows, into that set back of no more than 5 feet may be permitted.

2.2.4 Notwithstanding Clause 2.2.2 (a), for the single detached, semi-detached and townhouse dwellings, the maximum height shall be 26 feet measured from the average grade surrounding the building to the building eaves.

2.2.5 Notwithstanding Clause 2.2.2 (a), for the single detached, semi-detached and townhouse dwellings, a minimum side yard of four feet may be permitted on one side of each dwelling provided that a minimum distance of 12 feet is maintained between main buildings.

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- 2.2.6 Development on the Lands shall be in conformance with the land use allocations as shown on Schedule “B”. The Development Officer may permit modifications to the area and location of the Lands intended for residential/commercial/institutional/open space uses provided the changes are minor and serve to maintain or enhance the intent of this Agreement.
- 2.2.7 Development densities on the lands shall not exceed 39 persons per acre based on the total acreage of 67.11 acres. Individual phases may develop at higher densities provided that the overall limit is not exceeded. Density tracking calculations shall be provided to the Planner/Development Officer with each Stage II application and/or application for permit.
- 2.2.8 The density is to be calculated by the theoretical population generated on the basis of: 1.0 person per bachelor unit; 2.0 persons per one bedroom unit; 2.25 persons per other apartment type unit; and 3.35 persons for single detached, semi-detached and townhouse units.
- 2.2.9 The number of single detached, semi-detached and townhouse dwellings may be increased or decreased by a maximum of 10 percent provided that the maximum density of 39 persons per acre is not exceeded. The Developer shall submit density tracking calculations with each application for a Stage II development agreement.
- 2.2.10 The Developer agrees that an objective of this development is to provide an aesthetically pleasing streetscape which exhibits a complementary variety of house types and architectural designs. The architectural design of the buildings, particularly with respect to the front elevation designs, shall be varied and have a strong street presence. In this regard, a similar building plan having similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior wall colour or materials or roof colour, etc., shall not be repeated within a three lot radius. Architectural detailing shall be encouraged on all buildings in order to add variety to the streetscape appearance, including but not limited to, front entry detailing, cornice treatment, quoining, decorative window and door mouldings and shutters.

## **2.3 Phasing**

- 2.3.1 No occupancy permit shall be issued for a building until all pertinent infrastructure applicable to the Lands is complete, subject to the appropriate sections of applicable Stage I and Stage II agreements.



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2.3.2 The location and timing of phases for the project shall be undertaken as identified on Schedule "B", the Site Development Plan numbered 00567-0037 and shall consist of:

Phase 1: Buildings 8, 9 and 10; the Community Entrance Park (P3); construction of the realignment of Main Avenue, while maintaining access to existing properties on Main Avenue to the northwest; and construction of the Regency Park Drive extension from North West Arm Drive to the realigned Main Avenue.

Phase 2: Construction of Roads A, B, C, D and E; single family dwellings, semi-detached dwellings and townhouses on those roads; the Community Park (P1).

Phase 3: Buildings 5, 6 and 7; Mainland Common Secondary Entrance (P2); and construction of Regency Park Drive extension from the Main Avenue realignment to the western boundary of the lands.

Phase 4: Buildings 1, 2, 3 and 4; the construction of Road F and the townhouses on Road F.

2.3.3 Although Building 8, which contains a commercial use, is identified as being constructed within Phase 1, should the Developer determine that there is not yet a need for Building 8 at the Phase 1 stage then Building 8 may be constructed within a later Phase.

## **2.4 Environmental**

2.4.1 The Department of Environment and Labour will require a remedial action plan by an environmental site professional to address the contamination found in limited areas, as identified in the Modified Phase I Environmental Site Assessment, as part of any development of the lands for residential purposes. Approval of the action plan by the Department of Environment and Labour and documentation verifying remediation of the lands is to be provided to the Development Officer prior to the issuance of development permits.

2.4.2 If development of the lands in question (including parkland, if applicable) may involve the disturbance of potentially sulphide bearing material (Halifax Slates) exceeding 500 cubic meters, the Department of Environment and Labour shall require an initial screening of the bedrock on the site to be performed in accordance with section 6 of the sulphite bearing material disposal regulations, including an analysis of rock samples as required under part 6(5) and 7 of the regulations.

- 
- 2.4.3 In conjunction with Stage II applications and prior to the issuance of development permits, a master grading and drainage plan prepared by a professional engineer is to be completed which indicates the measures to be taken to prevent any surface runoff from the whole site (and the site which is the subject of the Stage II application) from entering the Chain Lake Watershed to the reasonable satisfaction of the Development Officer in consultation with the Development Engineer and the Halifax Regional Water Commission
- 2.4.4 No work on any Parcel will be permitted until an Erosion & Sediment Control Plan, Site Disturbance Plan and Stormwater Management Plan are submitted and approved by the Development Officer in consultation with the Development Engineer. These plans will form part of any Stage II Development Agreement approval.

## **2.5 Roads and Services**

- 2.5.1 The Developers shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including sanitary sewer system, water supply system, stormwater sewer and drainage systems, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All roads and services within the development shall be designed and constructed in conformance with all applicable regulations and specifications of the Municipality, or as otherwise approved by the Development Engineer, and any other approvals as required by any applicable agency. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developers. All construction shall be in accordance with Municipal specifications and By-laws.
- 2.5.2 The road pattern shall generally be as shown on Schedules "B" and "C" and may be altered only with agreement from the Development Officer provided that Municipal Services Specifications are followed. The Development Officer may approve development of the road system after the approval of the Stage I Development Agreement. All roads and driveways, with the exception of those for single family dwellings and semi-detached dwellings, are to be designed to accommodate emergency vehicle weight, access and turning requirements.
- 2.5.3 Utility easements shall be provided as necessary but the use of easements shall be limited to locations where construction within street rights-of-way are not feasible.

- 
- 2.5.4 The road pattern shall include allowance for a right-of-way to provide access to the undeveloped lands to the south of this development and a road is to be constructed to the property limit in order that the adjacent lands are not prejudiced.
- 2.5.5 Due to the road realignment of Main Avenue to accommodate Regency Park Drive, the Halifax Regional Water Commission will require that the appropriate easements be provided for its transmission mains in the Main Avenue corridor. The existing easement for access to the existing water reservoir shall be maintained.
- 2.5.6 North West Arm Drive is a controlled access street, as such any proposed access/intersections to Regency Park Drive shall be a minimum of 60 metres (196.85 feet) from the intersection with North West Arm Drive.
- 2.5.7 Engineering infrastructure shall not encumber the proposed Public Parkland or future recreation programming opportunities. Adequate allowance for storm water management facilities shall be made and shall not compromise Public Parkland without the approval of the Development Officer in consultation with Real Property Asset Management's Real Property Planning.
- 2.5.8 Site servicing shall be accomplished so as to have minimal impact on the existing trees to be preserved as identified on Schedule "B" and further detailed on the Tree Habitat Conservation/Landscape Plan.
- 2.5.9 No blasting activities shall occur within 100 feet of any Halifax Regional Water Commission reservoir structure or large diameter water main.
- 2.5.10 All utility services including, but not limited to, sewer, water, gas, power and telecommunications for multiple unit residential dwellings, single detached dwellings, semi-detached dwellings and townhouses shall be underground from the property boundary. All services within the street rights-of-way shall be conveyed to the appropriate utility.
- 2.5.11 All driveways shall meet the requirements of the Streets By-law (S300) and, where feasible, shall be located on the street with the lesser traffic volumes.
- 2.5.12 All parking areas, driveways and circulation aisles shall be asphalt or concrete.
- 2.5.13 All road construction shall occur as identified in the phasing section (2.3) of this agreement or prior to the identified phase. Uninterrupted access shall be maintained to properties owned by others on Main Avenue during the course of the development.

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## **2.6 Open Space**

### **2.6.1 Public Parkland**

- 2.6.1.1 Public Open Space shall be supplied at the ratio of 5 acres of developable, accessible and visible land per every 1000 theoretical persons of population based on the calculation used in Section 2.2.5 of this document. The HRM owned lands which form part of the Community Entrance Park (P3) shall not be included in the parkland dedication.
- 2.6.1.2 The Developer shall deed to HRM:
- a) Upon completion of Phase 2, a Community/Neighbourhood Park hybrid (P1) of a minimum of 5 acres (20,235 sq m) with sufficient road frontage on Road “A”, Road “B” and Road “F”. This park shall be designed to accommodate, at reasonable development cost, a minimum of one regulation size sports field and additional community park amenities such as a parking lot, land use buffers, play structures, pedestrian connections from the adjacent residential complexes and Regency Park Drive extension;
  - b) Upon completion of Phase 3, a District Park Entrance to the Mainland Common (P2) of a minimum of 4.0 acres (16,188 sq m) with sufficient road frontage on the future Regency Park Drive. This park parcel shall be designed to accommodate a park driveway entrance from the future Regency Park Drive, a minimum of a 50 car parking lot, and a Primary Trail connection to the Mainland Common District Park.
- 2.6.1.3 Should the ratio of 5 acres of developable, accessible and visible land per every 1000 theoretical persons of population not be achievable by design or circumstance, the developer shall compensate in the form of Equivalent Value Park Development. The Equivalent Value is determined by converting the land area into a dollar figure based on the assessed value of the subdivided serviced land. Park development opportunities will be determined once dollar values have been established and will follow the HRM Parks and Openspace Planning Guidelines. Using Park Development equivalent value principles, park infrastructure elements may include a finished sports field, parking lot, trails, benches, lighting, fencing, etc. Facility construction within the development shall be undertaken by the Developer to the extent of the land value of the area of reduction in consultation with the Development Officer and Real Property Asset Management’s Real Property Planning.

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- 2.6.1.4 These lands shall be free of legal, environmental, or physical encumbrances. “Encumbrances” mean, for the purposes of Park Dedication, legal, environmental, or physical constraints on the property that may limit its use and management or present an unreasonable development or remediation costs to the Municipality.
- 2.6.1.5 Using the HRM Parks and Openspace Guidelines and in consultation with Real Property and Asset Management’s Real Property Planning, the Developer shall:
- a) prepare, during the Stage II Development Agreement process for the appropriate phase, Park Development Site Plans and preliminary cost estimates for P1, P2, and the Community Entrance Park (P3). These Site Plans and Cost Estimates shall be approved by the Development Officer in consultation with Real Property and Asset Management’s Real Property Planning;
  - b) equip parcels P1, P2 and P3 with HRM approved water and sewer laterals, power, lighting, communications service, sidewalks and driveways where identified as required on the Park Development Site Plans during the appropriate phase.
- 2.6.1.6 The proposed Parkland shall remain in its natural undisturbed condition until the Park Development Site Plan is approved by the Development Officer in consultation with Real Property and Asset Management’s Real Property Planning.
- 2.6.1.7 The parkland and open space with site development shall be deemed to meet all of the requirements of the Halifax Subdivision By-law with respect to required open space dedication.

2.6.2 Tree Habitat Conservation/Buffer Areas

- 2.6.2.1 The Developer agrees that tree habitat conservation, where possible, is an important natural environment conservation objective and provides an opportunity for buffering between uses. In this regard, no tree habitat containing living trees having a caliper of 4 inches (100 mm) or greater shall be disturbed within a minimum of 20 feet of the rear property line on any residential detached, semi-detached or townhouse dwelling lot, as generally identified as tree buffer on Schedule “B”, and more specifically identified on the tree habitat conservation/ buffer/landscape plan submitted with any Stage II applications and approved by the Development Officer in consultation with Real Property and Asset Management’s Real Property Planning. The eradication of invasive species of plant material may be undertaken in areas of conservation.

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- 2.6.2.2 Notwithstanding section 2.6.2.1 of this Agreement, within the tree habitat conservation/buffer areas, where a tree poses a danger to people or property, the Developer shall provide to the Development Officer an Arborist's Report, prepared by a certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent qualifications engaged by the Developer or lot owner, which certifies that a tree poses a danger to people or property on the basis of which the Development Officer may permit the tree to be removed.
- 2.6.2.3 If trees or habitat are removed/damaged beyond repair within the designated Tree Habitat Conservation/Buffer Areas, with the exception of those to be removed in accordance with section 2.6.2.2, the Developer or the land owner at their own expense shall replace the trees, one for one, with trees as directed by the Development Officer, in consultation with Real Property Asset Management's Real Property Planning and the Urban Forestry Business Unit.
- 2.6.2.4 The Developer agrees that the Tree Habitat Conservation/Buffer Area as described in Section 2.6.2.1 of this agreement and as generally identified as tree buffer on Schedule "B" shall be delineated as easements on all applications for Stage II development agreements, final subdivision approval, development/building permit applications and be included in all applicable lot deeds.
- 2.6.2.5 The Developer shall include the following clause on the subdivision plan, on all location certificates and in every agreement of purchase and sale and every lease or rental agreement for the residential detached, semi-detached and townhouse dwelling units. Copies of the standard form shall be provided to the Development Officer for verification purposes.

"Tree Habitat Conservation/Buffer Area:

A portion of this lot is designated as a Tree Habitat Conservation Area and Land Use Buffer and shall only be used for habitat conservation purposes, the retention of existing trees and the planting of similar native trees intended to ensure the sustainability of and the long term viability of this conservation area and for visually screening and/or separating adjacent land uses whether they be residential, recreation, conservation, commercial, etc. No buildings or structures of any kind, including accessory buildings, swimming pools and any like recreational facilities, shall be erected or permitted. No grade alterations shall be permitted within this area."

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2.6.2.6 All Tree Habitat Conservation/Buffer Areas shall be temporarily marked on site for verification by the Development Officer, or designate, prior to the commencement of any site work.

2.6.2.7 The Developer agrees that tree habitat conservation, where possible, is an important natural environment conservation objective and shall use discretion and judgement to retain as many trees as possible throughout the rest of the project.

2.6.3 Streetscape

2.6.3.1 Suitable streetscape landscaping and buffering for adjacent uses shall be provided along Regency Park Drive extension, Main Avenue and the internal roads. Proposed streetscape landscaping shall be identified on the required landscape plans as part of the Stage II Development Agreement applications.

**2.7 Stage II Development Agreements**

- 2.7.1 As referenced in Part 2 of this Agreement and with reference to the Schedules, the following information, at a minimum, shall be submitted, as deemed appropriate by an HRM Planner, with any Stage II Development Agreement:
- a) proposed building design plans, exterior appearance including architectural detailing and all construction materials, elevation drawings and signage;
  - b) site plans showing building footprints, lot coverage, yard dimensions, and land use buffers with their dimensions and or specifications;
  - c) vehicular access/egress points, parking area layout, number of spaces (underground and surface) and driveway widths and radii;
  - d) provision and identification of useable amenity areas (indoor and outdoor, private and public) and features, facilities and site furnishings;
  - e) municipal services including but not limited to schematic plans for sanitary sewer, storm sewer and water supply, required easements (location, size and purpose), utilities (power, gas, propane, lighting, etc.) and street designs;
  - f) site disturbance plan and preliminary grading plan;
  - g) Environmental Protection information, including pyritic slate issues, preliminary site drainage plan, preliminary erosion and sediment control plans and preliminary stormwater management plans;
  - h) location and treatment/screening of loading/unloading service areas, mechanical units, fuel storage tanks, air conditioning units, refuse and recyclable storage facilities and utility supply facilities;
  - i) location of bicycle access routes and bicycle parking;

- j) park site development plans identifying general spatial arrangements and layouts of the proposed recreation facilities and complementary infrastructure such as parking lots, lighting, etc. Park development cost estimates will also be required to assist in establishing park development priority (refer to 2.6.1);
- k) landscape plans including street trees with plant lists including common and botanical names and quantities, construction details, planting details and specifications;
- l) surveys showing tree habitat conservation/buffer areas;
- m) traffic impact study/statement to look at traffic signals, turning lane design, site access entrance design, internal intersection design and upgrades to Main Avenue; and
- n) density tracking calculation.

2.7.2 The Developer shall provide with every Stage II Application, a Letter of Confirmation prepared by an expert in Radio Frequency emissions and mitigation which verifies that the proposed building(s) comply with the Safety Code 6 requirements, does not interfere with the line of sight requirements and identifies, in detail, mitigation methods proposed for use within the building(s) and on the site which will address such issues as; disruption of cellular telephone coverage, the impact on personal medical devices such as electric wheelchairs and pacemakers and other electronic devices and the ability of emergency services to carry out their duties should the need arise. The Letter of Confirmation shall also identify any deviation from the building and site plans that were provided to the Canadian Broadcasting Corporation in September of 2004 and the subject of their November 2004 reports entitled 'Engineering Report - Impact of the Butler Project on the CBC Broadcast Tower at Halifax (Geizer Hill), Nova Scotia' and 'CBC Halifax Television Ghosting Study'. Additional study may be required related to any changes that may be proposed.

2.7.3 Stage II development agreements shall ensure that building materials for the exterior walls for buildings numbered 5, 9 and 10 that face the CBC tower shall contain or be backed with some metal reflecting surface or mesh, such as steel reinforcing rods, at least horizontal ones, metal meshing for stucco, insulation with aluminum vapour barrier, or thin aluminum sheet as mitigation for ghost interference as identified in the 'CBC Halifax Television Ghosting Study'.

### **PART 3: AMENDMENTS**

3.1 The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantial and may be amended by resolution of Chebucto Community Council:



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- (a) Approvals of any Stage II Development Agreement;
  - (b) Changes in the road network;
  - (c) Building type mix;
  - (d) Phasing schedule;
  - (e) The open space size and/or configuration;
  - (f) The location of the commercial and/or institutional uses;
  - (g) The granting of an extension to the date of commencement of construction as identified in Section 4.3 of this agreement; and
  - (h) The length of time for the completion of the development as identified in Section 4.4 of this agreement.

- 3.2 Amendments to any matters not identified under Section 3.1 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

#### **PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 4.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia, and the Developer shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3 In the event that the Developer has not entered into a Stage II Development Agreement or construction on the Lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings for the foundation of any of the residential buildings or the acceptance of a street, whichever happens first.
- 4.4 Upon the completion of all development on the Lands, or after 10 (ten) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

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**PART 5:      ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 5.1      The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 5.2      If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (a)      the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
  - (b)      the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act;
  - (c)      the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
  - (d)      in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

per: \_\_\_\_\_

Sealed, Delivered and Attested

by the proper signing officers of  
Halifax Regional Municipality  
duly authorized on that behalf  
in the presence of:

per \_\_\_\_\_

**BUTLER BROTHERS LIMITED**

per: \_\_\_\_\_

per: \_\_\_\_\_

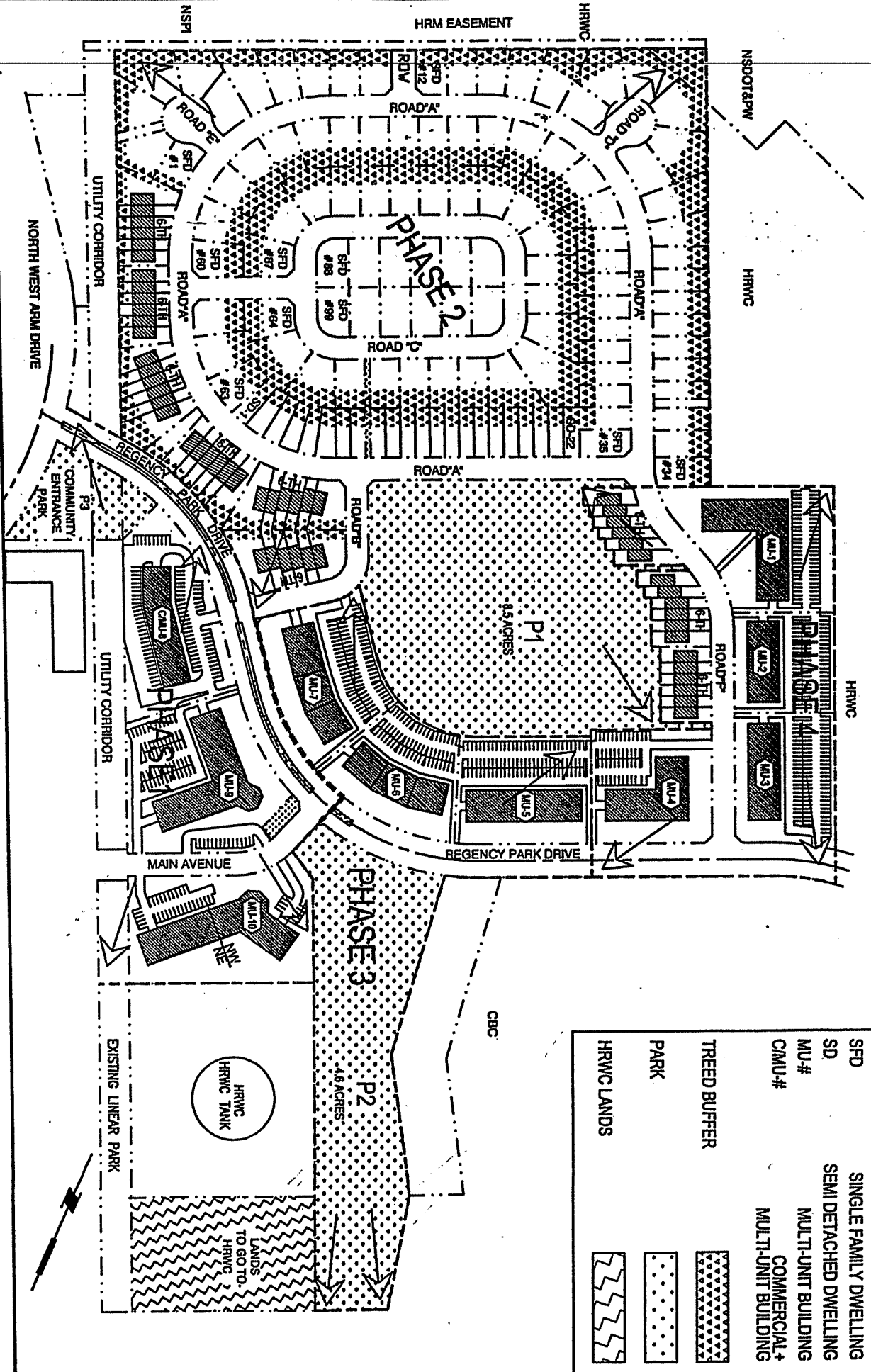
**HALIFAX REGIONAL  
MUNICIPALITY**

per: \_\_\_\_\_

MAYOR

per: \_\_\_\_\_

MUNICIPAL CLERK



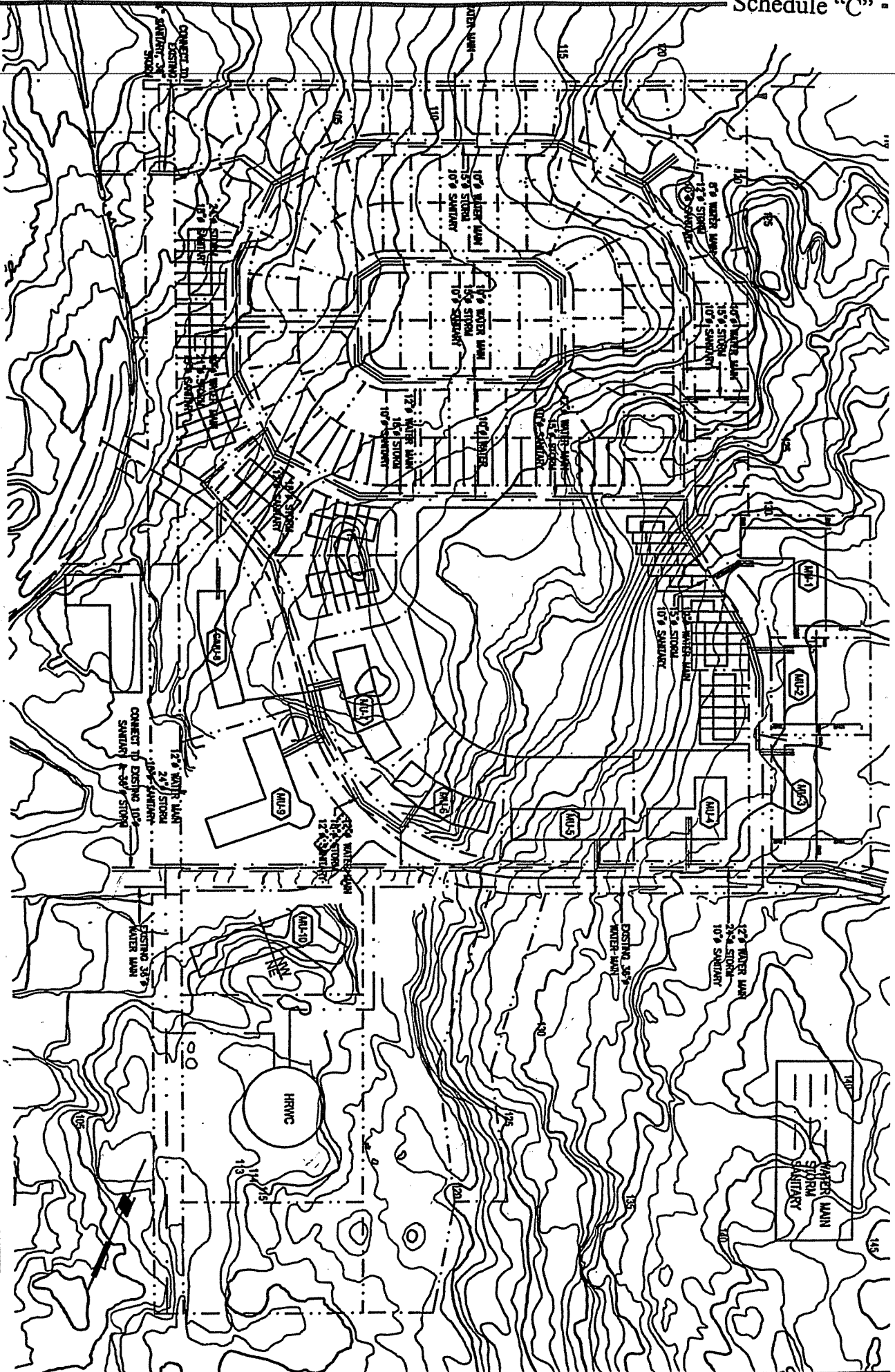
# BUTLER PROPERTY SUBDIVISION SITE DEVELOPMENT PLAN

NOT TO SCALE  
DATE: FEB. 1, 2005

00567-0037



ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT & DEVELOPMENT  
480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9  
Tel: (902) 457-6678  
E-mail: [wmilanes@wmilanes.com](mailto:wmilanes@wmilanes.com)  
Web site: [www.wmilanes.com](http://www.wmilanes.com)



**BUTLER PROPERTY SUBDIVISION**  
**SERVICES & CONTOURS PLAN**  
**NOT TO SCALE**

0 0 5 6 7 - 0 0 3 6



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 480 Portland Drive, Suite 205, Halifax, NS B3S 1P9  
 Tel: (902) 457-6578 Fax: (902) 457-4098  
 E-mail: [info@wmdesign.com](mailto:info@wmdesign.com) Website: [www.wmdesign.com](http://www.wmdesign.com)

**LAND USE CONCEPT DATA**

BUILDING / PROPERTY SPECS					PARKING	
BUILDING	LOT AREA	FLOORS	UNITS	MAX. HEIGHT	INTERIOR	EXTERIOR
1	83,740 SQFT	5 + PARKING	85	17 M	70	56
2	49,398 SQFT	4 + PARKING	40	17 M	37	65
3	64,514 SQFT	7 + PARKING	84	30 M	45	81
4	66,189 SQFT	7 + PARKING	84	30 M	58	53
5	70,066 SQFT	7 + PARKING	98	30 M	53	86
6	61,778 SQFT	7 + PARKING	84	30 M	49	56
7	74,735 SQFT	7 + PARKING	98	30 M	56	72
8-1ST.	63,807.82 SQFT	Commercial / Institutional + PARKING		24 M	54	84
8-2nd/3rd. & 4th.		3 RESIDENTIAL	42			
9	100,899 SQFT	7 + PARKING	140	27 M	144	71
10	100,144 SQFT	7 + PARKING	140	N-W = 19 M N-E = 25 M	120	39
			UNITS	PERSONS		
Total - Multi Unit			895	2,014 P	633	663
SFD		-	99	331.65 P		
SEM-DETACHED		-	22	73.7 P		
TOWNHOUSES		-	54	180.9 P		
Totals			1091	2,600.25 P	-	-

TOTAL LAND AREA: 67.11 acres

PROJECT DENSITY:

$$\frac{\text{TOTAL PERSONS}}{\text{TOTAL ACREAGE}} = \text{PROJECT DENSITY}$$

$$\frac{2600.25 \text{ P}}{67.11} = 38.75 \text{ P / acre}$$


ARCHITECTURE, ENGINEERING, PROJECT MANAGEMENT &amp; DEVELOPMENT

480 Parkland Drive, Suite 205, Halifax, NS B3S 1P9

Tel: (902) 457-6678

E-mail: wmfdesign@wmfares.com

Fax: (902) 457-4688  
Website: www.wmfares.comPROPOSED:  
**BUTLER PROPERTY**MAIN AVENUE  
HALIFAX, NOVA SCOTIATITLE:  
**PROJECT DATA CHART**  
**00567-0033**

DATE:

SCALE:

DRAWN:

PROJECT:  
**2003-06**