

children will be able to get together will be in a wooded area which will bring trouble. Councillor P. Baker stated Mr. Passey made reference to mobile home dwellers and problems associated with them. Mr. Passey replied he only referred to the high density. He informed the problem would be the same if an apartment building were proposed for this lot, or any other type of high density development in an R-1 area. He stated there must be recreation areas.

Councillor Deveaux commented that Mr. Passey had expressed concern about on-going monitoring of the system, and he could not see where the agreement called for such monitoring. Councillor Deveaux felt Section 4.7 of the development agreement would cover any future problems with the sewage flow system. Mr. Passey asked if this gives a period of time for which this is to be followed. He felt the developer would be discharged of the agreement after the mobile homes are occupied, in accordance with Section 9.3. He stated it is very important to have the agreement worded correctly so there will be no chance for the agreement to be misunderstood in the future. Councillor Deveaux felt Section 4.7 is provision whereby the system can be monitored in the future. He asked for clarification from the Municipal Solicitor. Mr. Cragg informed when the words not withstanding in this section are used, it means in spite of what the section may say, the section following the words not withstanding shall be the operative clause. Therefore, clause 4.7 takes precedence over Section 4.3. Therefore, if the Engineer so requests, the owner shall mandatorily comply with the request.

Councillor Deveaux next referenced Mr. Passey's comments with regard to the recreation space and that many things could possibly happen. He stated these are presumptions. Subdivisions with R-1 housing have similar recreation areas and similar incidents could also take place there. It cannot be predicted what will take place when a recreation area is constructed. He concluded that in the past mobile home owners were not required to provide any recreation space. He stated it is good that recreation space will be provided.

Councillor MacDonald asked Mr. Passey what his plans are for his parcel of land to the left of the proposed expansion. Mr. Passey informed he does not have any plans presently. He informed the land goes from the proposed expansion to the end of Loggen Road.

Mrs. Swan, 101 Loggen Road, informed she lives near Mr. Passey. She stated her home is very near the proposed expansion. She informed she can see the bulldozers and hear tree cutting from her home. She suggested she may be a stone throw or a baseball throw away from the beginning of Mr. Havill's proposed park. She felt the existing mobile home park adjacent to the proposal, is not in good repair. She also stated many of the trailers in the existing park are for sale, and she felt because of this there is no need for an expansion to the mobile home park. She stated the turn-over for the mobile homes in the existing park is high. Mrs. Swan next expressed concern about children who suffer greatly in the education system because of overcrowding in the schools. She stated this is an existing problem, and if another 159 units are approved for this expansion, the schools will not be able

to accomodate the children. She stated Millwood is building a new school, but when it is completed in two years, it will only be able to sufficiently accomodate the children who now suffer. Mrs. Swan stated she is the secretary for a church not far from the existing trailer park, and there has been much vandalism and damage to the church which is done by children from the mobile home park. She commented there is a recreation area proposed for this park, but she has never seen such a recreation area for the existing park. She also stated there is a Green Gables Store at the top of the street which has been broken into and the owner has been injured several times. The children have nowhere to go, and they hang around in gangs. She expressed agreement with Mr. Passey's comments that the proposed recreation area will be too wet, and the children will no go there. She felt they would go into the woods, cutting across her property to get to Millwood. She stated many residents of the existing park already cross her property, and an expansion to this park will only make the problem worse. She stated there are many problems associated with living close to a trailer park. Mrs. Swan expressed concern about the work that has been done in the area when Mr. Havill has not yet received approval for the proposed expansion. Mrs. Swan stated when she moved into her house she was told there would be no more residential units built behind her because the land was zoned institutional to be sold for the purpose of a church, school, etc. She concluded she is very concerned especially about the school problem. She asked Councillors to carefully consider the concerns of the residents before approving the proposal. She stated the proposal may look good, but the existing park is not good.

QUESTIONS FROM COUNCIL

Councillor MacKay asked Mrs. Swan which parcel of land she was referring to that she was told is zoned institutional. Mrs. Swan informed the land was behind her, and she considered it to be a great distance behind her. She identified her house in relation to Mr. Passey's house.

Councillor MacKay next asked who told Mrs. Swan this property was zoned institutional. Mrs. Swan informed the realtor she bought the house from informed her the property was zoned institutional.

Councillor C. Baker asked how long she has lived at 101 Loggen Road. He asked if she moved there before or after the existing mobile home park was built. Mrs. Swan informed she has lived at her residence for eight years, and the existing trailer park was there when she moved there. She stated she moved to 101 Loggen Road because of the woods behind her which protected her view from the trailer park. She stated she should would not have bought a house further down Loggen Road because those homes all look directly at the trailer park.

Councillor Deveaux noted that Mr. Hanusiak had indicated the School Board had been approached regarding other applications; he asked if staff had approached the School Board respecting this particular application. Mr. Hanusiak spoke on behalf of the planner who prepared this

agreement, advising the School Board was contacted, and the key is the proposed schools in the Millwood area to accomodate this development. Mrs. Swan stated the proposed school will not be built for two years, and there are 37 trailers ready to go into the proposed park. She questioned where the children from those 37 trailers will be placed. She stated there is a serious problems in the schools of Sackville.

Councillor MacDonald asked if she will be able to see the expanded mobile home park from her home. Mrs. Swan informed she does not know, although many trees have been cut down, and she can now see through. She stated she can see the bulldozers working. She also stated viewing the trailers is not a problem with her, but the result of the trailers being there and the many children, cats, dogs, etc. pose a problem for her.

Councillor MacDonald stated Council and staff do not have the right to control developers in the clearing of land. He stated this is a problem with much development because of the damage done to rivers and land before the property is rezoned or development agreements are approved.

Elaine Passey, 95 Loggen Road, informed she is Charles Passey's wife. She asked if Councillors saw the photographs included with her husbands presentation. She also asked if the existing trailer court has been viewed by all Councillors. Council expressed that they had seen the photographs and the existing trailer court. Mrs. Passey stated that her husband included the comment he did not because he is against people who live in trailers or trailer courts. She stated she and her husband co-exist, and they have been with the existing trailer court. However, every incident he mentioned has been experienced on their property, including fires in the woods, vandalism, three break and enters, etc. She stated there is probably proof on police records that the vandals come from the trailer court. She added there is much garbage thrown onto her property by children from the existing trailer court. She expressed concern about the children, stating the older teens can take care of themselves, but the younger ones get into trouble in groups. She stated her property is approximately four acres, and she cannot be watching to see what is taking place in her woods. There is also much traffic from the existing trailer court. She stated the children will cut through her property to get to Millwood. The children presently at the trailer court do it, and there will be more with this expansion.

QUESTIONS FROM COUNCIL

Councillor P. Baker asked Mrs. Passey if she has any problems with people living in conventional homes. Mrs. Passey informed she does not, but her home is isolated. She informed Mrs. Swan lives below her, and the Passey house was built off the street behind any other development. The trailer court is behind and down from her home. She stated the children from the trailer court come quite a distance to her woods, and it is natural for children to want to play in the woods. She stated her own children do not go into the woods very much, and when they do it is around the house. She stated there are many things

for her children to do with many games in their recreation room and a large yard. However, the children from the trailer court play in the back woods because it is more accessible, and these woods cannot be patrolled by Mr. and Mrs. Passey. She stated it is a dangerous situation when there is no recreation space available for them.

Carolyn Gustavson, 109 Loggen Road, informed she and her husband have been bothered by vandalism, and people from the trailer court take short-cuts through her property. She stated she is not condemning trailers, but the existing mobile home park has already caused trouble. She stated there is a short-cut through her property to the trailer court. At Christmas time, in the middle of the night, Christmas lights are striped from the trees and yards. She stated she is against an extension to the existing trailer court for various reasons, and people can get along with what is presently there. She stated she has lived at 109 Loggen Road for approximately eight years, and she intends to stay there without being bothered by other people.

QUESTIONS FROM COUNCIL

None

David Spurr, 97 Loggen Road, advised he shares the concerns of the previous speakers. He stated he moved to his residence in 1978 because of the potential given the greenbelt behind his property. He stated the house was transferred on the understanding by many, including the real estate company, that the property behind him would be a greenbelt or used for some institutional use. He felt mobile homes do affect the value of other homes in the area. He stated he has spoken to a number of people over the years that have said mobile homes do have a negative impact on residential housing. Mr. Spurr stated he is not prejudice of individuals living in mobiles. When he was first married, he lived in one for two years; although it was on a piece of land well within its own boundaries - not in a trailer court. He also expressed a problem with schooling in Sackville. The taxes he pays on his residence is in excess of \$1,000, but other individuals from the downtown part of Sackville pay significantly less with more green area. Mr. Spurr stated he used to be able to walk along the Beaverbank Cross Road, but he will soon have to curtail that because of traffic from Millwood and the proposed expansion to the trailer court. He stated with growth comes vandalism; it is the way of life today, and it could happen to any group of individuals if they are close enough together. He stated they will take the point of least resistance, which is the neighbouring yards. He expressed objection to people crossing his property. He stated he does not want to put more money out on his yard to build a high fence. He concluded he agrees with all others points expressed by previous speakers in opposition to this development.

QUESTIONS FROM COUNCIL

Councillor P. Baker asked if Mr. Spurr is aware of the comments made by the Sackville Advisory Board. Mr. Spurr advised he heard the comments briefly, although he did not have a copy of the letter. Councillor P. Baker felt this group is the official voice of the community, and they

felt mobile homes are a good and affordable means of housing. He stated the Sackville Advisory Board show concern for people, and that is the way he is asking questions. He stated he has concerns for poor people who find themselves in a position where they cannot build a home. Councillor P. Baker informed he has not made his decision as to whether or not he will support this development, but mobile home dwellers should not be classed any differently than conventional home dwellers. Mr. Spurr expressed agreement with Councillor P. Baker's comments, stating he is not against people living in mobile homes, and he felt it is unfortunate mobile home dwellers are classed lower than others. He stated with a certain income family comes a certain lifestyle, and it has been proven that problems emanate from the lower income people. Councillor P. Baker expressed objection to these comments. Mr. Spurr stated middle income families can provide their children with facilities in their own yards, but others must go where they can find such facilities. He concluded when he first bought his home in 1978, the real estate agent allowed him an extra \$5,000 because the land behind his property was not of a mobile home nature.

Councillor Merrigan stated he is leaning toward supporting this proposal. He noted there are eight people in the gallery objecting to this proposal, although there are more than eight people living on Loggen Road who would be affected by this proposed development. He stated he has heard too much about second class citizens being mobile home dwellers. He stated somebody must have lied about the land being a greenbelt or zoned institutional because Mr. Havill has owned the land since 1958. However, because somebody was lied to does not mean the next person should be hurt by this. With respect to the schooling problem, Councillor Merrigan felt if this proposal is not approved, all proposals should be brought to a halt because other developments will also bring children to the schools. Many people must start off by buying a mobile home and upgrading later. He stated mobile homes are needed for this purpose. This is why there are so many for sale signs on the mobile homes - because people are upgrading. He stated he lives on 200 acres in the woods, but he also experiences trouble with broken bottles, garbage, etc. He concluded the voice of the people must be listened to, and eight people in opposition to this proposal is not a feeling of the voice of the people from Sackville.

Mr. Spurr stated he found out about this public hearing the night previous at 8:30, and many others share the same feelings, but many people may not have been prepared to come to the public hearing on such short notice. Many are also away on vacation. He felt there are many others in the area against this proposed development. Councillor Merrigan stated if people do not have enough concern to get out and voice their opinions to their elected representatives, their concerns are not known.

Councillor MacDonald stated the trend today is that seniors and young working people accomodate mobile homes more than families with children. He stated there should not be any distinction between classes of people because they are all equal. He stated newer parks accommodate more seniors and young, married working couples today. Mobiles today are also larger and better constructed, and mobile home

parks often accomodate mobile homes on larger lots. Councillor MacDonald stated this project would probably generate 64 children to Sackville Heights Elementary, which is badly overcrowded with a number of portable classrooms already being utilized. He expressed concern about where school children could be accomodated from this development because of the overcrowding situation in Sackville schools now.

Upon request from Councillor MacDonald, Mr. Hanusiak outlined the location of the storm water system. He advised the majority will drain away from the Sackville River. Mr. Mason, Engineer, clarified the technicalities of the system.

Councillor MacDonald stated the Municipality and the developer have been negotiating this agreement for over a year, and the mobile home park will be built under standards set down by the Municipality with proper drainage, sewage, larger lot sizes, etc. He was unaware of a lot of opposition to this proposal. After speaking with Mr. Passey, Councillor MacDonald felt his main concern was the tree line, and he did not know of any other concerns. However, it now appears the school situation will be severe. He asked the developer about the time period involved for installing the first 100 mobile homes. Mr. Mason replied this phase would take approximately 12 to 14 months.

It was moved by Councillor MacDonald, seconded by Deputy Warden Wiseman:

"THAT the proposed development agreement, between the Municipality of the County of Halifax and Century Parks Limited for the expansion of the Sackville Mobile Home Estate located off the Beaverbank Cross Road, Middle Sackville be approved with an amendment to Section 4.2 in that 50 lots be developed in the first year, 50 lots in the second year, and the remaining 59 lots in the third year; and that Section 5.12 be amended to retain all existing trees within 15 feet of the side boundaries of the Park; and that other changes as may be necessary throughout the agreement to give affect to the amendment to Section 4.2 without altering the basic objectives and intent of the agreement be made."

Councillor MacDonald felt this motion would allow Council to see the effect of the first part of the development before approval can be given for the final 59 units.

Councillor Lichter stated that the Planning Advisory Committee and staff have been working a great deal trying to reach this agreement. He stated there was a three phase proposal in the past, but it was not favourable for the applicant or for the Planning Advisory Committee. He felt this amendment would be difficult to support. He then asked how long ago it was since Millwood was approved. Mr. Hanusiak informed it was in the late 1970's. Councillor Lichter asked how many homes were approved at that particular time. Councillor MacDonald informed 1,400 homes were approved at that time. Councillor Lichter stated he did not hear anybody declaring the school situation overcrowded at that

time; although it was no better. Millwood was approved for a Provincial government agency, and it is the same Provincial government that builds the needed schools in Sackville. He noted a difference between giving approval for a larger project to a provincial agency and denying approval for such a project on a smaller scale to an individual developer. He felt denying this project on the basis of overcrowding in the schools would be discriminatory. If there were good planning reasons for not approving this project in the two proposed phases, he stated he would agree; but based on the school situation, he felt a private developer should not be denied approval for a project which was approved for a government body.

MOTION DEFEATED 3 FOR
 13 AGAINST

It was moved by Councillor DeRoche, seconded by Councillor Lichter:

"THAT the proposed development agreement between the Municipality of the County of Halifax and Century Parks Limited for expansion of the Sackville Mobile Home Estate located off the Beaverbank Cross Road in Middle Sackville be approved as presented by staff with the amendment to Section 8.6 that the owner shall maintain a screen of trees within 15 feet of the side boundaries."

MOTION CARRIED 13 FOR
 3 AGAINST

ADJOURNMENT

It was moved by Councillor DeRoche, seconded by Councillor C. Baker:

"THAT this Public Hearing adjourn."
MOTION CARRIED

POLICY DIVISION
MEMORANDUM

TO: Warden A. Mackenzie & Members of Council

FROM: J. M. Hanusiak, Policy Division

RE: Public Hearings, July 21, 1986

DATE: July 21, 1986

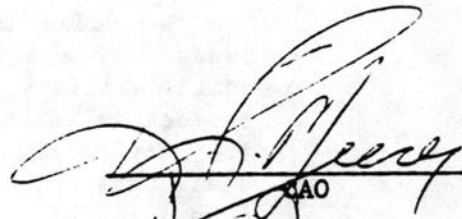
Please be advised that the following Public Hearings are scheduled for this evening:

1. Application No. RA-SA-62-85-16 - Application by Pardeep Malik and Terrance Harland to rezone lands on the Cobequid Road at Lower Sackville, from R-1 (Single Unit Dwelling) Zone to R-2 (Two Unit Dwelling) Zone.
2. Application No. SB-02-86 - Proposed amendments to the Municipality's Subdivision By-law.
3. Application No. DA-SA-28-85-19 - Proposed Development Agreement for the Expansion to Sackville Mobile Home Estates.

RA17

STAFF REPORT

TO: Planning Advisory Committee
FROM: Department of Planning & Development
DATE: May 5, 1986
Application No. RA-SA-62-85-16



J. D. Peery

MANAGER, POLICY DIVISION

RECOMMENDATION

THAT THE REZONING OF THE LANDS OF PARDEEP MALIK, LOCATED ON THE COBEQUID ROAD AT LOWER SACKVILLE, FROM R-1 (SINGLE UNIT DWELLING) ZONE TO R-2 (TWO UNIT DWELLING) ZONE BE APPROVED BY MUNICIPAL COUNCIL.

THAT THE REZONING OF THE LANDS OF TERRANCE HARLAND AND ELIZABETH HARLAND, LOCATED AT 190 COBEQUID ROAD AT LOWER SACKVILLE FROM R-1 (SINGLE UNIT DWELLING) ZONE TO R-2 (TWO UNIT DWELLING) ZONE BE APPROVED BY MUNICIPAL COUNCIL.

Information

A joint application has been submitted by Mr. Pardeep Malik and Mr. Terrance Harland to rezone the lands identified in Map 3 (p.4) to R-2 (Two Unit Dwelling) Zone. Mr. Malik is presently in the process of subdividing his 2.18 acre landholding into eight lots. Mr. Harland's property abuts a roadway that is being constructed on the Malik lands and can accommodate four lots. The purpose of the rezoning is to permit the construction of two unit dwellings.

Description

MPS:	Sackville
Area:	Approximately 2.2 acres (Malik); .60 acres (Harland)
Dimensions:	As illustrated by Map 3 (p.4)
Features:	- Relatively flat terrain - Heavily wooded with a mixture of hard and softwood trees - No signs of poor or impaired drainage - single unit dwellings exist on the front portions of the Malik and Harland properties
Surrounding Land Uses & Zoning	As illustrated by Map 3 (p.4)

ANALYSIS

The Sackville municipal planning strategy designates these lands "Urban Residential". While the construction of single unit dwellings continues to be the most active form of residential development within the Designation, market demands are beginning to redirect this focus towards two unit dwellings. The Designation has been structured to permit consideration of a wide variety of housing types, including two unit dwellings, within the serviced portion of the community. However, in order for these developments to proceed in a manner that is compatible with abutting residential areas, amendments to the land use by-law are required.

Until recently, a large portion of the Malik lands were under the ownership of the Nova Scotia Department of Housing and could have been incorporated into the Department's subdivision activities along Dickey Drive. However, in what can only be described as a poor subdivision design, the land was isolated from surrounding developments, with vehicular access being left to a narrow strip of land leading to the Cobequid Road. By acquiring additional frontage along the Cobequid Road, Mr. Malik has been able to design an eight lot subdivision that conforms to municipal subdivision requirements.

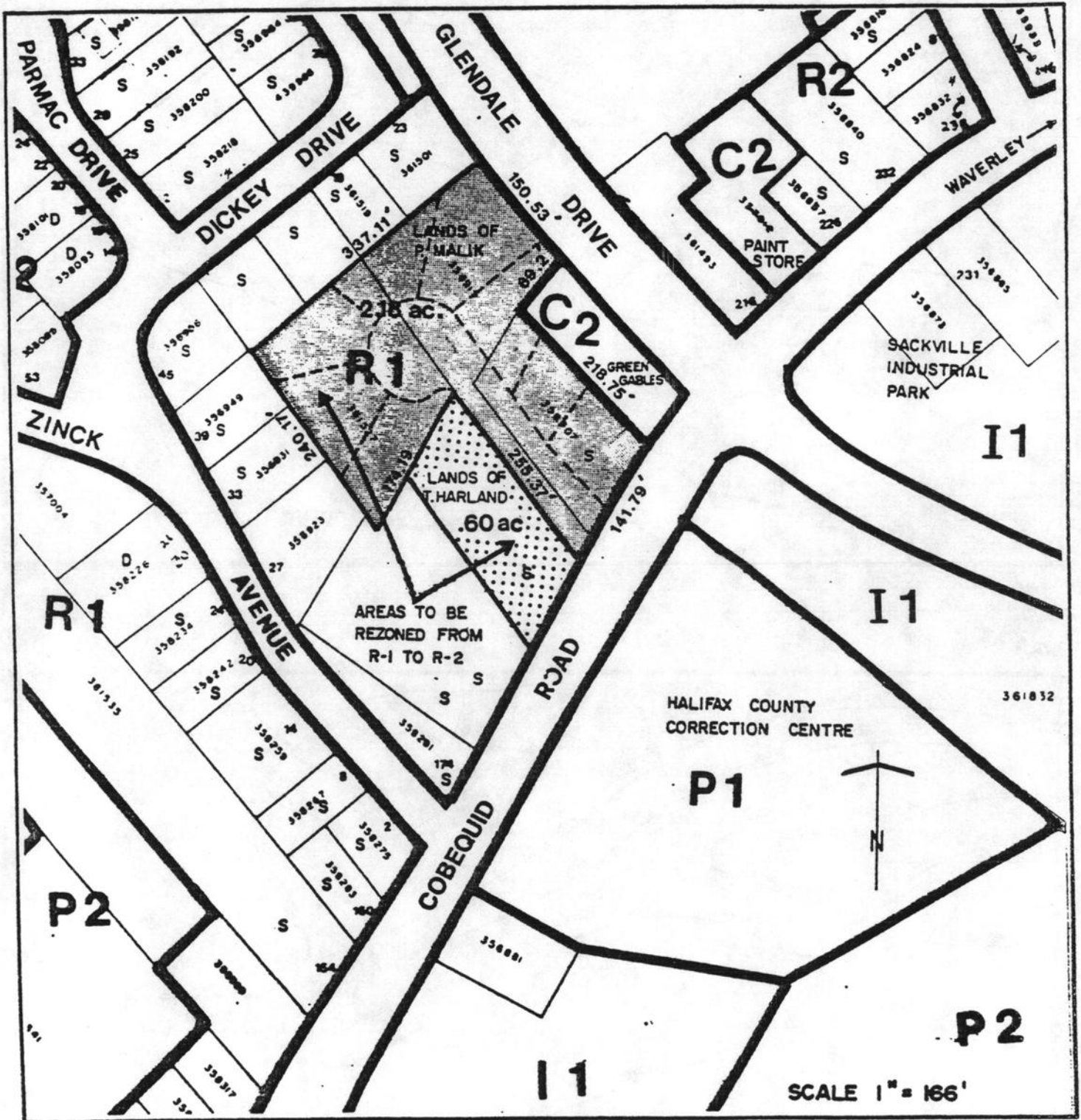
Approval of the rezoning is consistent with the planning strategy's objective to accommodate various housing types within the Urban Residential Designation. The size and depth of the proposed lots are generally greater than required by the land use by-law. This factor, and the retention of some of the existing vegetation on the land should serve to buffer the development from those single unit dwellings along Zinc Avenue and Dickey Drive.

As illustrated by Map 3 (p.4), the proposed cul-de-sac on the Malik lands will abut the eastern side yard of the Harland property. This will allow the property to be subdivided into three or four lots. The rezoning will provide for the development of two unit dwellings along the entire length of the cul-de-sac.

The technical aspects of the proposals have received favorable reviews from applicable municipal and provincial agencies. Specifically, the Department of Engineering and Works has advised that central services are adequate to accommodate the proposed number of dwelling units. Likewise, the Department of Transportation has given its approval to a short cul-de-sac, which will provide vehicular access to the lots. Finally, the Halifax County-Bedford District School Board has indicated that the projected number of children from the development can be accommodated.

MAP NO. 3

SURROUNDING LAND USES AND ZONING



Staff Report

TO: Planning Advisory Committee
FROM: Department of Planning and Development
DATE: June 2, 1986
FILE NO. SB-02-86

PROPOSED AMENDMENTS TO THE
SUBDIVISION BY-LAW



CAO



MANAGER, POLICY DIVISION

RECOMMENDATION:

THAT PAC RECOMMEND TO COUNCIL THE APPROVAL OF THE AMENDMENTS TO THE SUBDIVISION BY-LAW OUTLINED IN APPENDIX "A" OF THIS REPORT.

BACKGROUND:

Amendments to the provincial subdivision regulations and to the municipal Subdivision By-law which were approved in July 1985, permit subdivisions increasing the size of an existing parcel where the new lot being created and the remainder lot for which no approval is sought either have a minimum frontage of 6 metres (19.7 feet) or are served by "right-of-way easements".

An inconsistency has recently come to light with respect to these amendments which should be corrected.

Right-of-way easements are defined as being deeded rights-of-way, registered in the Registry of Deeds and providing access to a public road. Two minimum widths are permitted depending upon when the rights-of-way were granted. Before August 6, 1984 the minimum width requirement is 3 metres (9.8 feet). Rights-of-way granted after that date must be 6 metres (19.7 feet) in width.

Although the 6 metre right-of-way is matched by other provisions which allow lots to be approved with 6 metres of actual road frontage, the same is not true for the 3 metre easement.

The By-law now permits subdivision where there is a right-of-way of at least 3 metres (9.8 feet) which was registered before August 6, 1984. However, subdivision cannot be permitted if, instead of having a right-of-way to his property, an applicant actually owns 10 feet of road frontage. This does not appear to be a reasonable consequence of the amendments.

It is recommended that the Subdivision By-law be amended in a manner which would provide equal ability to subdivide to property owners who actually owned between 3 and 6 metres (9.8 - 19.7 feet) of road frontage prior to August 6, 1984 as is currently available to those served by a right-of-way.

APPENDIX 'A'

A BY-LAW TO AMEND THE SUBDIVISION BY-LAW
OF HALIFAX COUNTY MUNICIPALITY

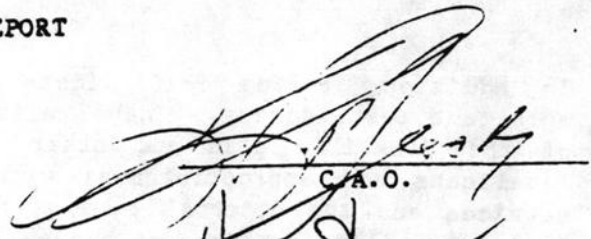
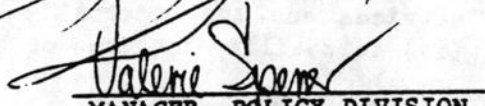
The Subdivision By-law for Halifax County Municipality is hereby amended by:

1. deleting Section 14.4(1)(a)(i) and (ii) and inserting therefore the following:
 - (i) prior to August 6, 1984 has a minimum frontage three (3) metres (9.8 ft.); or
 - (ii) subsequent to August 6, 1984 has a minimum frontage of six (6) metres (19.7 ft.); or
 - (iii) notwithstanding Section 13.1 is served by a right-of-way easement as defined in Section 2.17A; and

D17

STAFF REPORT

TO: Planning Advisory Committee
BY: Dept. of Planning & Development
RE: APPLICATION NO. DA-SA-28-85-19
DATE: June 9, 1986


C.A.O.

MANAGER, POLICY DIVISION

RECOMMENDATION:

THAT THE PROPOSED DEVELOPMENT AGREEMENT BETWEEN THE MUNICIPALITY OF THE COUNTY OF HALIFAX AND CENTURY PARKS LIMITED FOR THE EXPANSION OF THE SACKVILLE MOBILE HOME ESTATE LOCATED OFF THE BEAVERBANK CROSS ROAD IN MIDDLE SACKVILLE BE APPROVED BY MUNICIPAL COUNCIL.

GENERAL INFORMATION:

An application has been submitted by Century Parks Limited to expand the Sackville Mobile Home Estate. The existing park is currently licensed for 362 mobile home spaces. Attached to this report is a proposed development agreement between the Municipality and Century Parks Limited to expand the existing park northwards to accommodate 159 new mobile home spaces.

SITE DESCRIPTION:

MPS: Sackville
Area: 27.02 acres
Physical Features: Treed with marked down slope towards the north. Maximum slope is approximately 16%. Watercourse crosses north east corner of property.

ANALYSIS:

Within the Sackville plan area, the expansion of a mobile home park may be considered by a development agreement. Policy P-39 permits the expansion of the Sackville Mobile Home Estate by this means but subject to satisfying Council that certain concerns have been properly addressed. These include the design and future maintenance of streets, the provision of adequate open space and of landscaping, and licensing controls.

In addition, Policy P-104 lists general concerns that any development agreement must address. These include its (i) compatibility with the intent of the Sackville plan and other municipal by-laws and regulations; (ii) timeliness and appropriateness with respect to the adequacy of municipal services and the external road system; (iii) effects on adjacent land uses; (iv) suitability in terms of natural environmental features.

The proposed expansion is located within the Urban Residential Designation. The intent of the Designation is to protect the residential environment while allowing for a variety of housing types including mobile dwellings in parks. The residential environment adjacent to the proposed expansion includes single and two unit dwellings as well as a large number of mobile homes in two parks (see Map 1, Page 5). The proposed expansion to one of these parks is therefore compatible with the general residential environment. It is also well located with respect to collector roads and highways, and to a proposed elementary school in the Millwood housing development.

Two major concerns have been addressed by the Agreement. The Engineering Department has expressed concern that the expansion might result in the design capacity of the municipal central sewerage system being exceeded given the known problems of excess flow from the existing parks. Before starting construction of the expansion, the Owner has agreed to reduce the excess flow from the existing park. The initial locating of mobile homes in the expansion will then be carried out in two stages to allow for continuous monitoring of sewage flow.

Approval for the initial locating of mobile homes will thus be linked to satisfactory performance of the park sewerage system. Maximum sewage flow standards have been pre-determined and the monitoring system should prevent any chance of these being exceeded. Given that the estimated population per acre is close to the design capacity of the municipal sewerage system (18 people per acre), the controls instituted in the Agreement should be sufficient to maintain the status quo.

The other major concern is with the generally steep grades on the site of the proposed expansion. These slopes have resulted in street and intersection grades being greater in many places than those which would be permitted for public roads. The position put forward by the applicant, that such standards are not necessary for mobile home parks where the speed limit is 25 kmh, has some merit. The Agreement therefore permits steeper grades than those found on public roads. However, careful attention has been paid to the overall road design with respect to main access. All residents have the option to access their homes along streets at or below a grade of 8 per cent. In addition, stop signs are required at every intersection.

A related concern is the steep grades across many of the proposed mobile home spaces. The Owner has agreed to take specific measures to maintain slope stability where necessary.

The positive effects of the proposed development should not go unremarked at this time. There is a demonstrated need for affordable housing in Sackville and in the Metro region in general. The expansion of the Sackville Mobile Home Estate should help to meet some of this need.

SYNOPSIS OF PROPOSED DEVELOPMENT AGREEMENT

The standards and requirements of the proposed municipal Mobile Home Park By-law have been used as guidelines. This synopsis will therefore only summarize significant variations from or additions to these standards and requirements.

SECTION 3.0: PLANS, CERTIFICATES, APPROVALS AND PERMITS

In order to start construction both a Development Permit and Building Permit must be obtained. The Owner is required to provide all pertinent development information including a road survey when applying for a Development Permit.

In like manner, before the initial locating of any mobile home, the Owner must obtain written confirmation from the Development Officer that the park has been constructed in accordance with the agreement. Written approval from the Building Inspector is also required before any mobile home or accessory or service building is located.

SECTION 4.0: SEWAGE FLOW PERFORMANCE STANDARDS

The Owner is required to provide a record of the sewage flow until the expansion is completed and all mobile home spaces occupied. The initial locating of mobile homes is organized in two stages in order to guard against excess flows entering the municipal trunk sewer. If sewage flows are within the agreed performance standards, the Owner may proceed with the locating of mobile homes. He must, however, obtain written confirmation from the Engineer to this effect before applying for approval from the Building Inspector to locate mobile homes. In the second stage the Engineer will recommend the number of mobile homes which can be approved by the Inspector at any one time.

SECTION 5.0: MOBILE HOME PARK CONSTRUCTION STANDARDS AND REQUIREMENTS

5.2 Storm Sewerage Systems

Due to potential problems of slope stability on parts of the site, slopes greater than 2:1 are required to have a retaining wall.

5.4 Recreation Space

A playing field is to be completed within one year of obtaining the approval of the Building Inspector for the first stage.

5.8 Street Construction

Paving of streets is required within three years for any portion of the park receiving written confirmation from the Development Officer of its proper construction.

5.12 Buffering

The Owner has agreed to retain all existing trees within five feet of both side boundaries to act as a buffer for adjacent residential subdivision. At the moment there is a continuous covering of mature trees within these buffer areas. The minimum separation distance between a mobile home and these side boundaries has been increased from the standard fifteen feet to twenty feet.

SECTION 6.0: MOBILE HOME STANDARDS AND REQUIREMENTS

6.1.3 Location of a Mobile Home

In places where it is difficult to locate a mobile home on a mobile home space, the Owner may apply to the Development Officer for a minor variance with respect to minimum separation distances. In no case will the variance granted be in excess of ten percent, e.g. the maximum variance allowed between adjacent mobile homes is one and a half feet.

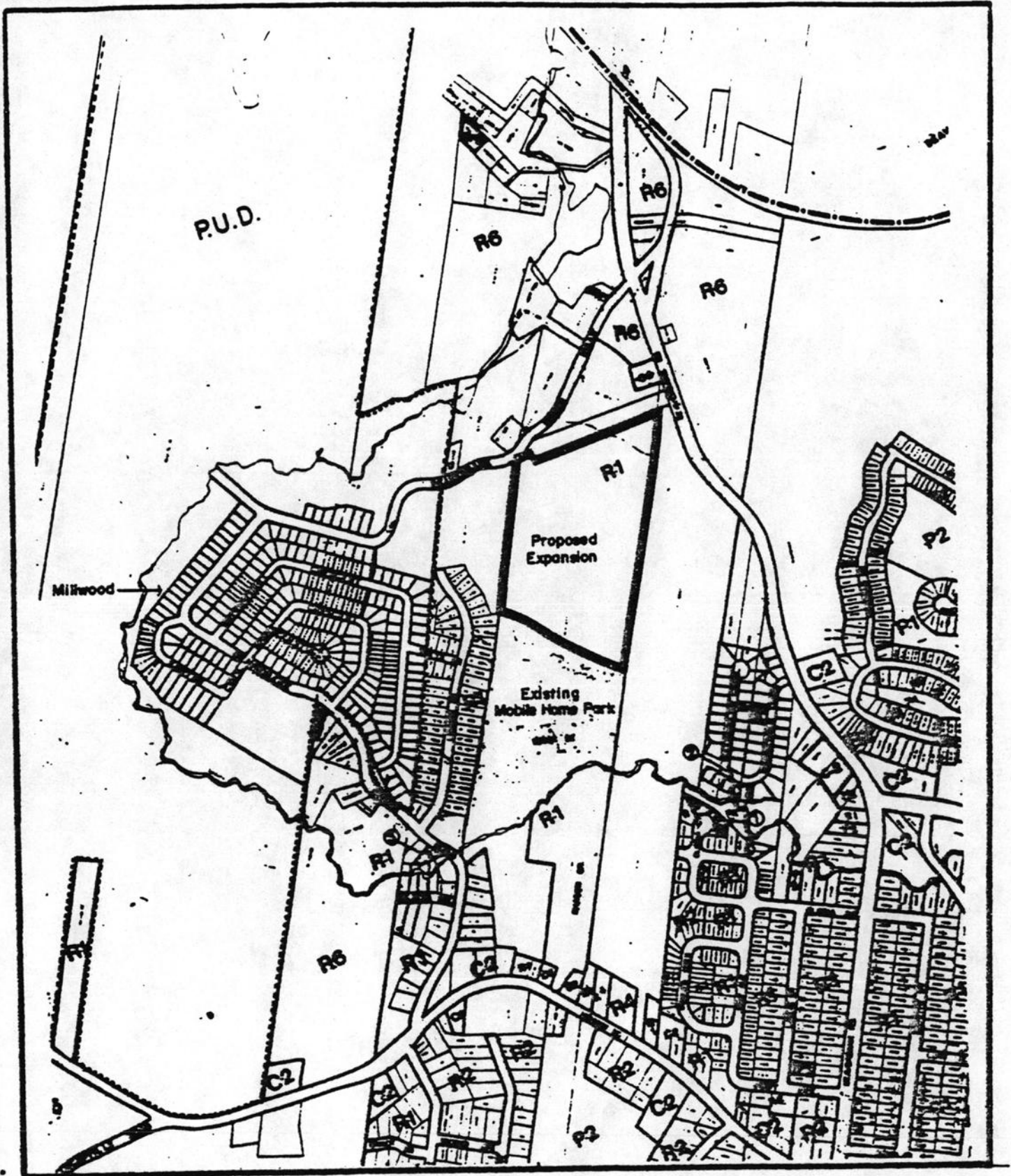
SECTION 8.0: OPERATION AND MAINTENANCE

The trees providing a screen between the park and adjacent residential subdivisions is required to be maintained. The Owner is also encouraged to preserve existing trees wherever possible.

SECTION 9.0: AMENDMENTS AND DISCHARGES

Provision is made for minor design changes which have to be approved by Council but do not require a public hearing. Council may also permit the subdivision of the property to allow for the expansion to become a new park.

Upon adoption of a mobile home park by-law which requires mobile home owners to obtain permits for locating a mobile home, accessory buildings or additions and business uses, Council shall discharge the obligation upon the Owner to obtain necessary approvals on behalf of his tenants. Upon full occupancy of the park, Council shall discharge the requirement for continuous sewage flow monitoring.



BETWEEN:

THIS AGREEMENT MADE THIS DAY OF A.D., 1986

CENTURY PARKS LIMITED, a body corporate, with Head Office at Bedford, in the County of Halifax, Province of Nova Scotia; (hereinafter called the "Owner")

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a body corporate; (hereinafter called the "Municipality").

OF THE SECOND PART

WHEREAS the Owner has good title to lands known as the lands of Century Parks Limited, located at Middle Sackville, in the County of Halifax, Province of Nova Scotia (hereinafter called the "Property") and as described and shown on the plan attached hereto as Schedule "A".

AND WHEREAS the Owner has requested permission to expand the existing mobile home park pursuant to Section 3.6(b) of the Zoning By-law for Sackville, on that portion of the Property (hereinafter called the "Park") and as described and shown on the plan attached hereto as Schedule "B".

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Owner to the Municipality (the Receipt of which is hereby acknowledged), the construction and maintenance of the Park is agreed upon between the Owner and the Municipality subject to the following:

SECTION 1.0 DEFINITIONS

- 1.1 **ACCESSORY BUILDING** means any building or structure which is constructed or otherwise placed on a mobile home space and is used exclusively as a use which is accessory to the use of the mobile home as a dwelling.
- 1.2 **ADDITION** means any deck, enclosed space, stairway or wheelchair ramp and any similar structure which is attached to the mobile home or otherwise added onto the mobile home space and shall exclude the foundation and skirting of the mobile home.
- 1.3 **CLERK OF LICENCES** means the Clerk of Licenses of the Municipality of the County of Halifax.
- 1.4 **COUNCIL** means the Council of the Municipality of the County of Halifax.
- 1.5 **DEVELOPMENT OFFICER** means the Development Officer of the Municipality of the County of Halifax.
- 1.6 **ENGINEER** means the Director of the Department of Engineering and Works of the Municipality of the County of Halifax.

- 1.7 FRONTAGE means the frontage of the mobile home space as measured at a distance of fifteen (15) feet from a park street or twenty (20) feet from a public street or highway.
- 1.8 INSPECTOR means the Chief Building Inspector of the Municipality of the County of Halifax.
- 1.9 MOBILE HOME means a single or multiple section manufactured dwelling unit that is:
 - (a) designed to be transportable, whether or not it is equipped with wheels; and
 - (b) used as a dwelling for one (1) or more persons, but shall not include a travel trailer, school bus, recreational vehicle or trailer otherwise designed.
- 1.10 MOBILE HOME PARK means a lot or area of land which contains two or more mobile home spaces and includes any service building and services used as part of the equipment of the mobile home park.
- 1.11 MOBILE HOME SPACE means a parcel of land which is developed to accommodate one (1) mobile home within a mobile home park.
- 1.12 MOBILE HOME STAND means that portion of a mobile home space upon which a mobile home is directly situated.
- 1.13 MUNICIPAL SERVICES SYSTEMS GENERAL SPECIFICATIONS means the latest edition of the specifications approved by a resolution of the Council and containing the minimum engineering and other specifications for all municipal water and sewerage services.
- 1.14 MUNICIPAL WATER AND SEWERAGE SERVICES mean any water distribution and/or sanitary sewerage system that is owned and maintained by the Municipality of the County of Halifax.
- 1.15 PARK STREET means a street including the right-of-way and travel way situated within a mobile home park, which is not a public street or highway owned and maintained by the Nova Scotia Department of Transportation, and shall also include any privately owned access road leading from a public road to a mobile home park.
- 1.16 PROFESSIONAL ENGINEER means a registered or licensed member, in good standing, of the Association of Professional Engineers of Nova Scotia.
- 1.17 SERVICE BUILDING means any building or structure which is constructed or otherwise placed within the mobile home park and is used or intended to be used as part of the services or equipment of the mobile home park.
- 1.18 SKIRTING means the enclosure around a mobile home that serves to screen and protect the crawl space underneath the mobile home.
- 1.19 STORM SEWERAGE SYSTEM means a system receiving, carrying and controlling stormwater and surface run-off and which may include pipes, conduits, catchpits, culverts, ditches, watercourses, roadways and retention ponds.

- 1.20 WET WEATHER PEAK FLOW RATE means the sum of the peak sanitary sewage flow rate and the peak inflow-infiltration rate measured during a rainfall where the intensity of such rainfall shall not be less than a frequency of one in five years.

SECTION 2.0 USE OF PROPERTY

- 2.1 The use of the Property shall be restricted to a mobile home park.
- 2.2 The Park shall not exceed one hundred and fifty-nine (159) mobile home spaces which shall be designed and constructed in accordance with the provisions of Section 4.0 and Section 5.0.

SECTION 3.0 PLANS, CERTIFICATES, APPROVALS AND PERMITS

- 3.1 Before applying for a Development Permit, the Owner shall obtain and forward a copy to the Development Officer the following:
- (i) all plans and documentation needed to satisfy the requirements of Section 4.0 and Section 5.0.
 - (ii) a survey of the park streets which shall be certified and stamped by a Nova Scotia Land Surveyor in accordance with the Nova Scotia Land Surveyors Act and the regulations made thereunder;
 - (iii) a joint certificate from the Nova Scotia Departments of Health and Environment approving the design of the water distribution and sanitary sewerage systems; and
 - (iv) written acceptance of the electrical service, distribution, street lighting pattern and method of installation from the Nova Scotia Power Corporation.
- 3.2 Before starting the construction of the Park, the Owner shall obtain the following:
- (i) a Development Permit from the Development Officer; and
 - (ii) a Building Permit from the Inspector.
- 3.3 Upon completion of construction and before the initial locating of any mobile home within the Park, the Owner shall obtain written confirmation from the Development Officer stating that the Park or portion of the Park in which it is proposed to locate mobile homes has been constructed in accordance with the requirements of Section 5.0
- 3.4 Before the initial locating of any mobile home or the initial constructing or locating of any service building within the Park, or portion of the park, the Owner shall:
- (i) forward to the Inspector a copy of both the written statement of the Development Officer obtained in accordance with Section 3.3 and of the Engineer as obtained in accordance with Section 4.4;
 - (ii) obtain written approval from the Inspector; and
 - (iii) obtain a license from the Clerk of Licenses.
- 3.5 Until this section of the Agreement is discharged in accordance with Section 9.4, the Owner shall obtain on behalf of the mobile home owner the written approval of the Inspector for:

- (i) the relocating of a mobile home;
- (ii) the locating, construction, repair, placement or replacement of additions and accessory buildings on a mobile home space; and
- (iii) a business use within a mobile home.

SECTION 4.0 SEWAGE FLOW PERFORMANCE STANDARDS

4.1 Before proceeding with construction of the Park, the Owner shall:

- (i) reduce the sewage flow from the existing park to less than 47,000 gallons per day average daily flow and a maximum 69,000 gallons per day wet weather peak flow rate;
- (ii) obtain from the Engineer written confirmation that the sewage flow from the existing park is in accordance with the standards of Section 4.1(i).

4.2 The initial locating of mobile homes within the Park shall be carried out in two stages in accordance with the following staging plan:

STAGE	MAXIMUM NUMBER OF MOBILE HOMES PERMITTED
FIRST	One hundred (100)
SECOND	Fifty-nine (59)

4.3 After all mobile homes permitted in the first stage are occupied, and until this section of the Agreement is discharged in accordance with Section 9.3, the Owner shall:

- (i) measure the sewage flow on a continuous basis by means of a velocity monitoring flow device located at the junction of the Park sewer system with the municipal trunk sewer;
- (ii) record the flow on weekly or daily flow charts; and
- (iii) forward the flow charts to the Engineer each month.

4.4 Before proceeding with the second stage of locating mobile homes, the Owner shall obtain the following from the Engineer:

- (i) written confirmation that the sewage flow is in accordance with the standards of Section 4.6; and
- (ii) written approval for the number of mobile homes to be initially approved in the second stage.

4.5 Before the initial locating of any mobile home in the second stage for which approval was not obtained in accordance with Section 3.4, the Owner shall obtain written confirmation and the written approval in accordance with Section 4.4.

4.6 For the combined existing park and park expansion, the maximum average daily sewage flow shall not exceed 92,000 gallons per day and the maximum wet weather peak sewage flow rate shall not exceed 135,000 gallons per day.

4.7 Notwithstanding Section 4.3, at the request of the Engineer from time to time, the Owner shall measure sewage flow and forward sewage flow charts to the Engineer for the combined existing park and park expansion.

SECTION 5.0 MOBILE HOME PARK CONSTRUCTION STANDARDS AND REQUIREMENTS

5.1 Water Distribution and Sanitary Sewerage Systems

- 5.1.1 The water distribution and sanitary sewerage systems shall conform to Appendix "B" of this Agreement and any other part not so shown or described shall conform to the latest edition of the Municipality's Municipal Services Systems General Specifications or as otherwise approved by the Engineer.
- 5.1.2 The water distribution system shall be capable of maintaining a minimum water pressure of twenty-five (25) PSI during all peak demand periods.
- 5.1.3 The Engineer shall inspect and approve the connection of the water distribution and sanitary sewerage systems to the municipal water and sewerage services before backfilling commences.
- 5.1.4 Following construction of the water distribution and sanitary sewerage systems, the Owner shall provide the Engineer with:
- (i) the "as built" reproducible engineering drawings which have been certified by a Professional Engineer; and
 - (ii) a declaration by a Professional Engineer certifying that these systems comply with the service systems design as shown in Appendix "B" of this Agreement, and the latest edition of the Municipality's Municipal Services Systems General Specifications or as otherwise approved by the Engineer.

5.2 Storm Sewerage Systems

- 5.2.1 Storm sewerage systems shall conform to Appendix "B" of this Agreement and any other parts not so shown or described shall conform to the latest edition of the Province of Nova Scotia and the Municipality of the County of Halifax Design Criteria Manual and the Province of Nova Scotia and the Municipality of the County of Halifax Recommendations and Stormwater Policy, or as otherwise approved by the Engineer.
- 5.2.2 Following construction of the stormwater drainage system, the Owner shall provide the Engineer with:
- (i) the "as built" reproducible engineering drawings which have been certified by a Professional Engineer; and
 - (ii) a declaration by a Professional Engineer certifying that this system complies with the service system design as shown in Appendix "B" of this Agreement, and the latest edition of the Municipality's Municipal Services Systems General Specifications or as otherwise approved by the Engineer.
- 5.2.3 Where slopes on any mobile home space are steeper than a horizontal to vertical ratio of 2:1, a retaining wall shall be constructed.

5.3 Street Lighting

Street lighting shall be provided in accordance with standards established by the Nova Scotia Power Corporation.

5.4 Recreation Space

- 5.4.1 An area shall be reserved for recreation purposes as shown in Appendix "A" of this Agreement.
- 5.4.2 The recreation space shall be clear of any refuse and graded and swaled to ensure proper storm water drainage.
- 5.4.3 The construction of a playing field shall be completed within one (1) year of obtaining the written approval of the Inspector for the first stage in accordance with Section 3.4 (ii).
- 5.4.4 The playing field shall be seeded or sodded.

5.5 Mobile Home Spaces

- 5.5.1 Each mobile home space shall be permanently:
 - (i) marked or pinned at the intersection of the frontage line with each side line; and
 - (ii) identified by a number as shown in Appendix "A" of this Agreement.
- 5.5.2 Each mobile home space shall have the following minimum dimensions:
 - (i) an area of four thousand (4,000) square feet; and
 - (ii) frontage of forty (40) feet.
- 5.5.3 Each mobile home space shall be provided with the following:
 - (i) one (1) mobile home stand which shall properly support the mobile home and be graded in accordance with the provisions of the Canadian Standards Association's Recommended Practice for the Site Preparation, Foundation, and Anchorage of Mobile Homes (CAN 3-Z240.10.1-M86) and located generally as shown in Appendix "A" of this Agreement; and
 - (ii) separate protective casings for sewer risers as shown in Appendix "B" of this Agreement.
 - (iii) a minimum of one (1) off-street parking space in accordance with the provisions of Section 5.6.

5.6 Parking Spaces

Each parking space shall have the following minimum dimensions:

- (i) an area of one hundred and forty-four (144) square feet;
- (ii) a width of eight (8) feet; and
- (iii) a depth of eighteen (18) feet.

5.7 Street Design

- 5.7.1 Park streets shall be aligned in accordance with Section 3.1(ii) and as shown in Appendix "A" of this Agreement.
- 5.7.2 The minimum right-of-way of a park street shall be forty (40) feet and where the park street terminates in a cul-de-sac, the radius of the cul-de-sac shall be a minimum of forty-eight (48) feet.

- 5.7.3 The travelled surface shall be centred within the park street and shall have a minimum width of twenty-eight (28) feet, exclusive of walkways, and where the park street terminates in a cul-de-sac, the turning circle of the travelled surface shall have a radius of at least forty (40) feet.
- 5.7.4 The grade of any park street shall not exceed eight (8) per cent except for short sections as shown in Appendix "A" of this Agreement.
- 5.7.5 The grade on the bulb of any cul-de-sac shall not exceed five (5) per cent.
- 5.7.6 Lands lying between the travelled surface and the boundary of the park street shall be seeded or sodded and shall be kept free from fences, walls, trellises, hedges, shrubs or other obstructions.
- 5.7.7 Any intersecting park streets shall intersect at a minimum angle of seventy degrees (70°) for a minimum distance of sixty-five (65) feet from the intersection measured from the respective centre lines.
- 5.7.8 The grade of any intersection shall not exceed five (5) per cent for a distance of sixty-five (65) feet measured from the shoulder of the intersecting road.
- 5.7.9 No more than four (4) park streets shall converge at any one point.

5.8 Street Construction

- 5.8.1 Subgrade (or earth grade) shall be well drained, uniformly graded with reference to the grading plan and compacted to ninety-five (95) per cent proctor density.
- 5.8.2 A course of granular material shall be laid on the subgrade with thickness determined by subgrade conditions.
- 5.8.3 A flexible pavement shall be constructed for any portion of the Park for which written confirmation has been obtained in accordance with Section 3.3, within three (3) years of receiving such confirmation.
- 5.8.4 A flexible pavement shall be constructed in accordance with the following standards:
 - (i) be protected at the edges by curbs, gutters, or other suitable edging where necessary to prevent ravelling of the wearing surface and shifting of the pavement base;
 - (ii) have a minimum four (4) inch base of crushed stone, gravel or appropriate durable material compacted to ninety-five (95) per cent proctor density; and
 - (iii) have a wearing surface of bituminous concrete, of minimum one and a half (1.5) inch thickness compacted to ninety-five (95) per cent proctor density.

5.9 Speed Limit

The speed limit of all mobile home park streets shall be a maximum of twenty-five (25) kilometres per hour.

5.10 Street Signs

- 5.10.1 Street name signs and stop signs shall be placed at all park street intersections and at the intersection with any public street or highway.
- 5.10.2 A speed limit sign shall be placed at all entrances to the Park.

5.11 Park Entrance Signs

- 5.11.1 One (1) entrance sign shall be permitted adjacent to each entrance to the Park.
- 5.11.2 Entrance signs shall conform to the following standards:
 - (i) the sign and sign installations shall be constructed in compliance with the Building By-law of the Municipality and all fire prevention and electrical codes;
 - (ii) the area of the sign shall not exceed thirty-two (32) square feet;
 - (iii) the sign shall be located so as not to obstruct the vision of drivers or in any way interfere with traffic; and
 - (iv) any illuminated sign shall be located so as to direct light away from adjacent mobile home spaces.
- 5.11.3 Flashing entrance signs shall be prohibited.

5.12 Buffering

The Owner agrees to retain all existing trees within five (5) feet of the side boundaries of the Park as shown in Appendix "A" of this Agreement.

SECTION 6.0 MOBILE HOMES: STANDARDS AND REQUIREMENTS

6.1 Location or Relocation of a Mobile Home

- 6.1.1 Before the locating of a mobile home, a mobile home space shall be free and clear from all refuse.
- 6.1.2 Any mobile home shall have minimum separation distances as follows:
 - (i) fifteen (15) feet from any Park street and twenty (20) feet from any public street or highway;
 - (ii) twenty (20) feet from the boundary of the Park; and
 - (iii) fifteen (15) feet from all adjacent mobile homes and additions thereto.
- 6.1.3 Notwithstanding Section 6.1.2, where site conditions make it difficult to locate any mobile home on a mobile home space, the Owner may request the Development Officer to grant a minor variance.
- 6.1.4 A minor variance granted in accordance with Section 6.1.3 may reduce the separation distances by not more than ten (10) per cent.

6.2 Addition and Placement of Skirting

The Owner shall require each mobile home to be skirted within forty-five (45) days of the date on which the mobile home was located or relocated on the mobile home space and the skirting shall be constructed in accordance with the Canadian Standards Association's Recommended Practice for the Site Preparation, Foundation and Anchorage of Mobile Homes (CAN3-22401.10.1-M86).

6.3 Construction and Location of Accessory Buildings

Accessory buildings shall be constructed in accordance with the provisions of the National Building Code and shall not be:

- (i) greater than one hundred and forty (140) square feet in gross floor area unless the accessory building is a garage or carport in which case the maximum gross floor area shall be five hundred (500) square feet;
- (ii) greater than fifteen (15) feet in height;
- (iii) located closer to any Park street or public street or highway than the minimum distance required for the mobile home; and
- (iv) located within:
 - (a) four (4) feet of any other accessory building;
 - (b) four (4) feet of the mobile home on the same mobile home space;
 - (c) eight (8) feet of any other mobile home; and
 - (d) four (4) feet of the boundary of the Park.

6.4 Construction and Location of Additions

Additions shall be constructed in accordance with the provisions of the National Building Code and shall not be:

- (i) located within fifteen (15) feet of any other mobile home unless the addition is a wheelchair ramp or set of steps; and
- (ii) higher than the roof line of the mobile home to which it is attached.

6.5 Business Uses in Mobile Homes

6.5.1 Business uses in a mobile home shall:

- (i) be wholly contained within the mobile home which is the primary residence of the operator of the business;
- (ii) not occupy more than two hundred and fifty (250) square feet of the gross floor area of the mobile home;
- (iii) not be obnoxious nor create a nuisance, by nature or operation, in terms of noise, fumes or objectionable odour; and
- (iv) not make use of open storage nor outdoor display of any material, equipment or products.

- 6.5.2 Where a business use is located within a mobile home, one (1) parking space, other than that required for the mobile home, shall be provided in accordance with the provisions of Section 5.6.

- 6.5.3 No more than one (1) sign shall be permitted for any business use and no such sign shall exceed two (2) square feet in area.

SECTION 7.0 LOCATION OF SERVICE BUILDINGS: STANDARDS AND REQUIREMENTS

- 7.1 Any service building shall be constructed in accordance with the National Building Code and shall not be located within fifteen (15) feet of a mobile home.

SECTION 8.0 OPERATION AND MAINTENANCE

8.1 Water Service

When the municipal water system is providing normal service, the Owner shall:

- (i) provide to all mobile homes in the Park a continuous supply of water at a minimum pressure of twenty (20) PSI; and
- (ii) notify all mobile home owners at least twenty-four (24) hours in advance if any interruption in water supply or reduction of pressure below the required minimum pressure is anticipated.

8.2 General Park Maintenance

The Owner shall maintain the Park, including all related facilities and services, in good repair and in a clean and sanitary condition.

8.3 Sewerage Connections

The Owner shall cap and protect all building sewer and water service pipe connections in the Park, when not in use.

8.4 Street Maintenance

Within the Park the Owner shall:

- (i) maintain all streets in good condition;
- (ii) plow all streets within twenty-four (24) hours of a snowfall; and
- (iii) maintain speed limit, stop and street name signs.

8.5 Playing Field

Within the Park the Owner shall maintain the playing field in good condition including mowing and resodding or reseeding.

8.6 Buffering

Within the Park the Owner shall:

- (i) maintain a screen of trees within five (5) feet of the side boundaries as shown in Appendix "A" of this Agreement; and
- (ii) preserve existing trees wherever possible.

SECTION 9.0 AMENDMENTS AND DISCHARGES

9.1 At the request of the Owner, Council may by resolution:

(i) amend the park design as shown in Appendix "A" of this Agreement and the service systems design as shown in Appendix "B" of this Agreement; and

(ii) permit the Park to be subdivided from the Property.

9.2 Notwithstanding Section 9.1, no amendment shall be approved by Council where the amendment will result in the reduction of any mobile home park construction or maintenance standards or requirements.

9.3 After seven (7) months of full occupancy of the mobile homes for which approval has been obtained in accordance with Section 3.4, Council shall by resolution discharge Section 4.3 provided that the sewage flow is in accordance with the standards of Section 4.5.

9.4 At such time as a municipal mobile home park by-law is adopted by Council which requires a mobile home owner to obtain a permit for locating or relocating a mobile home or for additions, accessory buildings and business uses, Council shall, by resolution, discharge Section 3.5.

SECTION 10.0 IMPLEMENTATION

10.1 Subject to the provisions of this Agreement, the Owner shall be bound by all by-laws and regulations of the Municipality as well as to any applicable statutes and regulations of the Province of Nova Scotia.

10.2 Upon breach by the Owner of any of the terms or conditions of this Agreement, the Municipality may, after thirty days notice in writing to the Owner of the breach, enter and perform any of the terms and conditions of the Agreement. It is agreed that all reasonable expenses whether arising out of the entry or from the performance of the terms and conditions may be recovered from the Owner by direct suit and shall form a charge upon the Property.

10.3 This Agreement shall be binding upon the Owner's assigns, mortgages, lessees, successors and occupiers of the Property from time to time.

10.4 This Agreement shall be declared null and void at such time when the Owner has removed all mobile homes from the Property.

10.5 This Agreement shall be filed by the Municipality in the Registry of Deeds at Halifax, Nova Scotia and shall form a charge or encumbrance upon the Property.

10.6 The costs of recording and filing all documents in connection with this Agreement shall be paid by the Owner.

10.7 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 1986.

SIGNED, SEALED AND DELIVERED) per
in the presence of)

CENTURY PARKS LIMITED

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

MUNICIPALITY OF THE COUNTY OF
HALIFAX

WARDEN

CLERK

SCHEDULE "A"

Beginning at a point; the said point being an Iron Pipe on the North West corner of lands of Ewart Wiseman, being one hundred and forty-nine decimal four feet (149.4') from the Northern boundary of Nova Scotia Highway No. 1;

Thence South forty degrees twenty-nine minutes East S (40° - 29') E two decimal five feet (2.5') to a point;

Thence North thirty degrees zero six minutes East N (30° - 06') W one hundred and eight-five decimal forty-seven feet (185.47') to a point;

Thence North thirty degrees zero six minutes East N (30° - 06') E three hundred twenty-nine decimal three feet (329.3') to the South side of the Little Sackville River.

Thence Easterly along the South side of the Little Sackville River a distance of three hundred and four feet more or less (304'+) to a point, this course having a closing line along the said River to North seventy degrees zero nine minutes East (N (70° - 09') E two hundred eighty-eight decimal fourteen feet (288.14')).

Thence North eighty-one degrees twenty-six minutes East N (81° - 26') E one hundred fifty-three decimal eight feet (153.80') to a point on the south side of the said River.

Thence along the South side of the said river one hundred and forty feet more or less (140' +) to the intersection of the south side of the said river and the Elliot Hiltz property line.

Thence North thirty degrees zero six minutes East N (30° - 06') E eighteen hundred and sixty feet more or less (1860'+) to a point being the intersection of the Western boundary of the Hiltz Lands and the Southern boundary of the Harold Barrett Lands.

Thence North forty-nine degrees thirty-four minutes West N (49° - 34') W two hundred and fifty feet more or less (250'+) to the East boundary of the road leading to Beaverbank Station;

Thence westerly along the said road three hundred and sixty feet more or less (360'+) to a point being the intersection of the south eastern boundary of the Joseph Heffler property and the Eastern boundary of the said road;

Thence South thirty degrees zero six minutes West S (30° - 06') W two thousand six hundred feet more or less (2600'+) W to a point being the intersection of the South Eastern boundary of the Joseph Heffler property and the eastern boundary of the said road;

Thence along the Eastern boundary of the said road forty feet (40') more or less to the intersection of the Northern boundary of the Albert Wier Property and the Eastern boundary of the said road;

Thence North seventy-five degrees fifty-one minutes East N (75° - 51') E one hundred and sixty decimal zero feet (160.0') to a point;

Thence South fourteen degrees forty-one minutes West S (14° - 41') W three hundred and ninety decimal five feet (390.5') to a point;

Thence North fifty-four degrees forty-four minutes West N (54° - 44') W one hundred and ninety-seven decimal zero feet (197.0') to the eastern boundary of the said road.

Thence Southerly along the eastern boundary of the said road eighty-two feet more or less (82'+) to the lands of O'Leary.

Thence South seventy degrees sixteen minutes East S (70° - 16') E two hundred and three decimal nine feet (203.9') to a point;

Thence South nineteen degrees forty-two minutes West S (19° - 42') W two hundred and three decimal four feet (203.4') to the North West corner of lands of Gertrude Parker.

Thence South sixty-one degrees thirteen minutes East S (61° - 13') E one hundred and forty-five feet more or less (145 +) to a point being the North West corner of Lot "H-1";

Thence South fifty-one degrees forty-eight minutes East S (51° - 48') E one hundred and eighty-five decimal zero feet more or less (185.0' +) to the point of beginning.

Containing fifty-five acres more or less (55AC₊)

Being and intended to be a portion of the Lands of Stanley E. Havill as outlined in red on plan entitled "Plan Showing Lands of Stanley E. Havill at Middle Sackville, and as conveyed from Stanley E. and Hazel Myra Havill to Century Parks Limited, and filed in the Registry of Deeds for the County of Halifax, and excluding all those lands to the North of the Southern boundary of the Realigned Beaverbank Cross Road.

All bearings are Astronomic.

SCHEDULE "B"

Beginning at an iron pin, located off the North East corner of lands and being the South boundary of Realigned Beaverbank Cross Road;

Thence South twenty-nine degrees two minutes and thirty-three seconds, West (S 29° 02' 33" W) four hundred and nineteen decimal ninety-three feet (419.93') to a point.

Thence South twenty-eight degrees forty-three minutes fifty seconds West (S 28° 43' 50" W) one thousand two hundred ninety-six decimal four feet (1296.4') to a point.

Thence North fifty-one degrees sixteen minutes ten seconds West (NS 1° 16' 10" W). Four hundred and thirty one feet (431') to a point;

Thence North thirty nine degrees forty-two minutes twenty seconds West (N 39° 42' 20" W) two hundred ninety four decimal twenty five feet (294.25') to a point;

Thence North sixty-one degrees sixteen minutes zero seconds West (N 61° 16' 00" W) one hundred forty feet (140') to a point;

Thence North twenty-eight degrees twenty seven minutes zero seconds East (N 20° 27' 00" E) one hundred eighteen decimal sixty five feet (118.65') to a point;

Thence North twenty-seven degrees fifty-seven minutes six seconds East (N 27° 57' 06" E) six hundred twenty-five decimal ninety-nine feet (625.99') to a point;

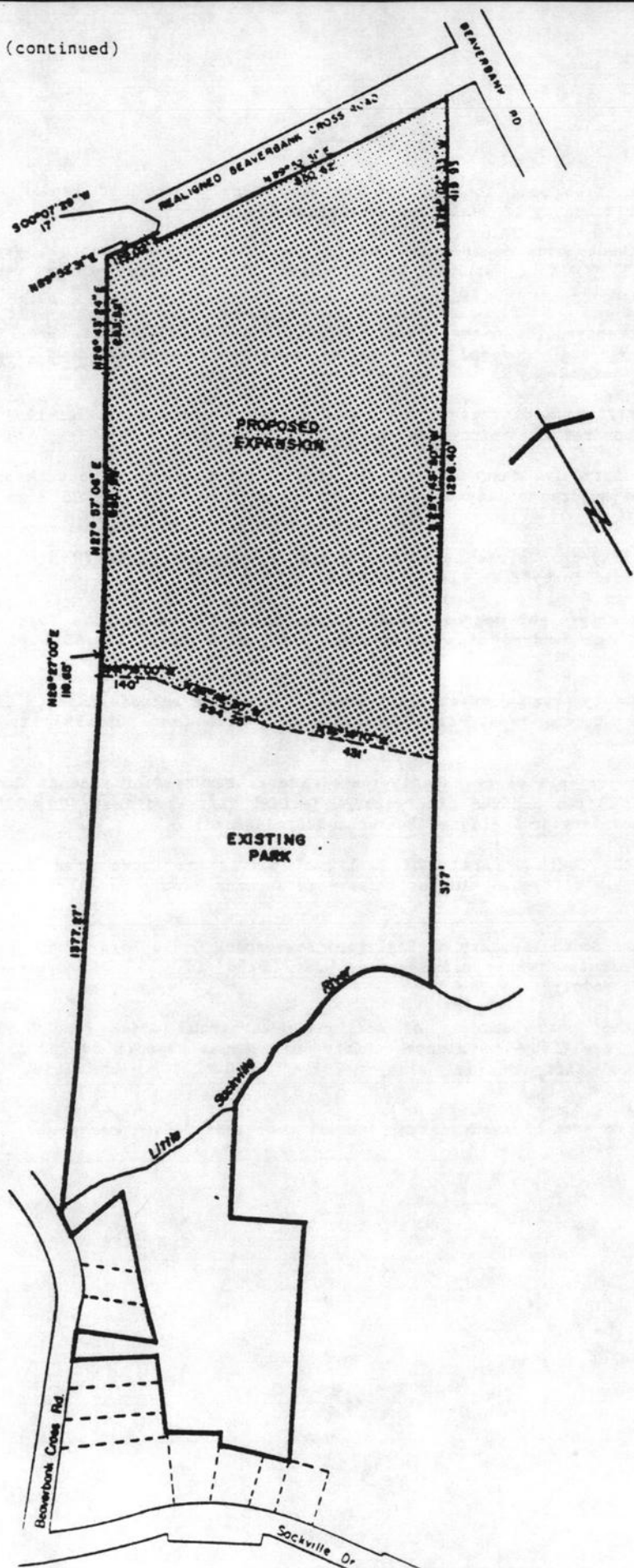
Thence North twenty-six degrees forty-three minutes twenty-four seconds East (n 26° 43' 24" E) two hundred ninety-three decimal fifty-two feet (293.52') to the South boundary of Realigned Beaverbank Cross Road;

Thence along the South boundary of Realigned Beaverbank Cross Road North eight-nine degrees fifty-two minutes thirty-one seconds East. (n 89° 52' 31" E) to a point;

Thence along the South boundary of Realigned Beaverbank Cross Road South zero degrees seven minutes twenty nine seconds West (S 00° 07' 29" W) seventeen feet (17') to a point;

Thence along the South boundary of Realigned Beaverbank Cross Road North eighty nine degrees fifty-two minutes thirty-one seconds East (N 89° 52' 31" E) eight hundred fifty decimal sixty-two feet (850.62') to the point of beginning.

and containing an area of twenty seven decimal two acres (27.02 acres).



NOTE: This sketch plan has been prepared for reference to Schedule "A" of this Agreement. It is not intended to form part of or be binding upon the parties to the Agreement.