



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 5
North West Community Council
November 24, 2015

TO: Chair and Members of the North West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Chief Planner & Director, Planning and Development

DATE: November 12, 2015

SUBJECT: **Case 17361: Development Agreement corrections, Atlantic Playland
Expansion, Hammonds Plains**

SUPPLEMENTARY REPORT

ORIGIN

- Application by Lalinva Biasotti.
- Original Staff Report dated May 6, 2015.
- June 15, 2015 public hearing and approval of a development agreement.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that the North West Community Council:

1. Approve the corrected development agreement document for execution, as contained in Attachment A of this report; and
2. Require that the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval of said agreement by Council and any other bodies as necessary, including applicable appeal periods whichever is later; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND

On June 15, 2015, North West Community Council approved a discharge to the existing development agreement and entered into a development agreement for Atlantic Playland (1200 Lucasville Road), Lucasville allowing expansion of the amusement park. Council's decision was not appealed and the development agreement was signed by the property owner(s).

However, prior to execution of the agreement by the Municipality's signing officers, the following drafting errors were identified:

- Subsection 3.4.1 (a) refers to Schedule C as identifying the non-disturbance areas however the labelling of the non-disturbance area was omitted from Schedule C. Schedule C should be corrected to label the non-disturbance area (previously depicted as a broken line but not labeled);
- Subsection 3.7.5 refers to Schedule C as identifying an Area A however the labelling of Area A was omitted from Schedule C. Schedule C should be corrected to label Area A;
- Subsection 3.10.1 refers to Schedule C as identifying the location of the permitted ground sign however the labelling of the ground sign was omitted from Schedule C. Schedule C should be corrected to identify the location of the permitted ground sign;
- The text of Subsection 3.12.1 finishes with the words "with the following exceptions;" however no exceptions are listed. The words "with the following exceptions" should be deleted from Subsection 3.12.1; and
- Subsection 6.1(c) incorrectly references Subsection 3.4.3. Subsection 6.1 (c) should reference Subsection 3.4.2.

DISCUSSION

As a means of addressing the matters identified above, Attachment A includes a corrected development agreement document which rectifies the drafting errors. In addition, the staff recommendation includes a new 120 day timeframe within which the property owner must sign the corrected agreement.

It is important to note the required corrections have no effect on the intent of the development agreement that was approved by Community Council. The proposed changes correct the cross-referencing errors and labeling of features on Schedule C. None of the changes require a new public hearing and Community Council is able to approve the corrections to the development agreement by resolution.

If Community Council approves the staff recommendation, the corrected agreement must be signed by the property owner(s) and then the Agreement may be authorized for execution by the Municipality's signing officers.

FINANCIAL IMPLICATIONS

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2015/16 budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and is described in the May 6, 2015 staff report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns have been identified beyond those raised in the original staff report.

ALTERNATIVES

1. North West Community Council may choose to propose modifications to the correction agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or an additional public hearing. A decision of Council to approve the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the correction agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Attachment A Corrected Development Agreement – Atlantic Playland Expansion as approved by Community Council on June 15, 2015

The original staff reports and development agreement can be found at:
<http://www.halifax.ca/Commcoun/central/documents/150615nwcc812.pdf>

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902-490-4210, or Fax 902-490-4208.

Report Prepared by: Thea Langille, Major Projects Planner, Development Approvals, 902-490-7066

Original Signed

Report Approved by: _____
Kelly Denty, Manager of Development Approvals, 902-490-4800

**Attachment A:
Correction Development Agreement
Atlantic Playland Expansion as approved by Community Council on June 15, 2015**

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

BETWEEN:

INSERT NAME OF CORPORATION/BUSINESS LTD.

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1200 Lucasville Road, Hammonds Plains and which said lands are more particularly described in Schedule A and shown on Schedule B (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for an amusement park on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies P-27 and P-137 of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy and Section 3.6 (a) of the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on June 15, 2015, referenced as Municipal Case Number 17361;

AND WHEREAS the North West Community Council of Halifax Regional Municipality, at its meeting on the [INSERT DATE], confirmed corrections to this agreement and extended the timeframe for signature of this agreement;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

1.2 Applicability of Land Use By-law and Subdivision By-law

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) "Amusement Park" means a commercially operated amusement park and such related uses, accessory buildings or structures as permitted by this agreement.

- (b) "Existing Buildings" means any buildings identified as such on Schedule B.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 17361:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan – Plan Number 17361-01
Schedule C	Preliminary Landscaping Plan – Plan Number 17361-02

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of the first Development Permit, the Developer shall provide the Development Officer with a Landscaping Plan in accordance with Section 3.7.2 of this Agreement.

3.2.2 At the time of issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a Professional Engineer which the Development Officer may accept as sufficient record of compliance with the Erosion and Sedimentation Control Plan required pursuant to this Agreement;
- (b) Written confirmation from a Professional Engineer which the Development Officer may accept as sufficient record of compliance with the Stormwater Management Plan required pursuant to this agreement; and
- (c) Written confirmation from a Landscape Architect which the Development Officer may accept as sufficient record of compliance with the Landscaping Plan required pursuant to this agreement.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The developer shall develop the lands in a manner, which in the opinion of the Development Officer, is in conformance with Schedule B of this agreement.

3.3.2 The use(s) of the Lands permitted by this Agreement are the following:

- (a) Uses and related facilities in conformance with Schedule B of this Agreement;

- (b) Existing buildings as indicated on Schedule B of this Agreement;
- (c) Existing Residential Dwelling Unit identified as "Civic 1200" on Schedule B of this Agreement;
- (d) An expansion to the existing residential dwelling unit identified as "Civic 1200" on Schedule B of this Agreement; and
- (e) Subject to the requirements of the National Building Code and all related requirements, the conversion of the existing single unit dwelling, identified as "Civic 1200" on Schedule B of this agreement, to permit an additional residential unit, for a total of 2 residential units.

3.4 Siting and Architectural Requirements

Siting

3.4.1 All buildings shall be sited as generally shown on Schedule B of this Agreement and subject to the following requirements:

- (a) No portion of any proposed amusement ride, building, facility or expansion to an existing building shall be located within the non-disturbance areas identified on Schedule C of this agreement; and

Height

3.4.2 New buildings shall not exceed a maximum height of thirty-five (35) feet, with the following exception:

- (a) New amusement rides or expansions to existing amusement rides, including but not limited to any proposed waterslide structure, shall not exceed a total height of 16.7 meters (55 feet).

Functional Elements

3.4.3 Rooftop equipment, including, but not limited to, satellite and other telecommunication equipment, air handling units, cooling towers and exhaust fans shall be screened (visually) from Lucasville Road and adjacent properties. The screening shall include but not be limited to parapets and enclosures. Building screens shall be part of the architectural design with similar detailing and materials and not appear as add-ons.

3.5 PARKING, CIRCULATION AND ACCESS

Parking

3.5.1 The parking area shall be sited as shown on Schedule B.

3.5.2 The parking area shall provide a minimum of two-hundred and sixty (260) spaces.

3.5.3 The parking lot shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.

Driveway

3.5.4 The Driveways as identified on Schedule B shall be constructed to comply with the requirements of the National Building Code for required access routes for Fire Services.

3.6 OUTDOOR LIGHTING

3.6.1 Lighting shall be shielded and directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to divert the light away from Lucasville Road, adjacent lots and buildings.

3.7 LANDSCAPING

3.7.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

Landscape Plan

3.7.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and conforms with the overall Preliminary Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section.

Landscape Plan Details

3.7.3 Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).

3.7.4 All landscaped areas, as shown on Schedule C, shall be grassed, or alternatively, shall incorporate the use of natural ground covers such as water features, stone (washed or flat), mulch, perennials, annuals and features deemed acceptable by the Municipality.

Landscaping in Non-Disturbance Areas

3.7.5 Notwithstanding Section 3.8, the Developer may provide additional landscaping within the Non-Disturbance Area, identified as "Area A" in Schedule C.

Compliance with Landscaping Plan

3.7.6 At the time of issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.7.7 Notwithstanding Section 3.2.2, if the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.8 Non-disturbance Areas

The Developer agrees that the non-disturbance areas, identified on Schedule C, shall be identified on all subdivision, landscaping and site plans submitted to the Municipality. Further, no development, tree cutting or grade alteration shall be permitted within any non-disturbance area except where approved in writing by the Development Officer under one of the following circumstances:

- (a) To remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for the removal of such a tree, the Development Officer shall have the discretion to require that the landowner engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent credentials to certify in writing that the tree poses a danger to people or property or is in severe decline. If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 3.9, the Developer shall replace each

tree with a new tree of 1 ½ inch (38mm) calliper for every one removed or damaged, as directed by the Development Officer; or

- (b) To remove fallen timber and dead debris where a fire or safety risk is present. The Development Officer may require verification in writing by a qualified professional (i.e. Certified Arborist, Forester or Forestry Technician, Landscape Architect) prior to granting approval under this clause; or
- (c) The landscaping of the non-disturbance zone as per Section 3.7.5.

3.9 MAINTENANCE

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control and garbage removal.

3.10 SIGNS

3.10.1 A maximum of one (1) ground sign shall be permitted on the Lands for the Amusement Park. The ground sign shall be located as shown on Schedule C, provided the ground sign:

- (a) does not exceed 3.6 m (12 ft.) in vertical height above established grade and is wholly contained on the subject property, and 6 m (19.6 ft.) from the northern, southern and/or western property lines.
- (b) does not exceed a sign face width of 1.5 m (5 ft); and
- (c) is not internally illuminated or backlit.

Sign Landscaping

3.10.2 As part of the required landscaping, the entire base of the ground sign shall be shall be grassed, or alternatively, shall incorporate the use of natural ground covers such as mulch, perennials, annuals and features deemed acceptable by the Municipality.

3.11 SCREENING

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

3.12 HOURS OF OPERATION

3.12.1 The Amusement Park shall be permitted to operate between the hours of 8:00 am and 9:00 pm Monday to Sunday.

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

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

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

Off-Site Disturbance

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

Outstanding Site Work

- 4.3 Securities for the completion of outstanding on-site work and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

On-Site Sanitary System

- 4.4 The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Labour and any other relevant agency, a design for all private sewer systems. No Development Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Labour respecting the design, installation, construction of the on-site sewer system.

Solid Waste Facilities

- 4.5 Buildings shall include designated space for stream source separation services in accordance with the Solid Waste Resource Collection and Disposal By-law (By-law Number S-600). This designated space for source separation services shall be shown on any submitted building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 4.6 Refuse containers and waste compactors shall be confined to the loading areas of buildings, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.7 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing and suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

Erosion and Sedimentation Control and Grading Plans

- 5.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

Stormwater Management Plans

- 5.2.1 The Developer shall engage a Professional Engineer to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detention controls, wetlands, vegetative swales, filter stripes, and buffers to minimize any significant adverse impacts on receiving watercourses during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation and control measures and stormwater management measures which are to be in place prior to and during development. The Stormwater Management Plan shall conform with the following:
- (a) schematics and information presented on Schedule B, and;
 - (b) requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual.

- 5.2.2 The Developer agrees to construct at its own expense the Stormwater Management System pursuant to this section. The Developer shall provide certification from a qualified professional that the system has been constructed in accordance with the approved design.

Non Disturbance Areas

- 5.3.1 Notwithstanding Schedule C, Non-disturbance areas located along any wetland and/or watercourse on the subject property shall be a minimum of 66 feet (20 m) and shall adhere to the provisions of Section 3.9 and the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law.
- 5.3.2 All grading plans shall indicate areas where existing vegetation is to be maintained and areas to be protected from disturbance.
- 5.3.3 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, the Developer or the land owner shall replace the trees, two new trees of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer.

Contaminants

- 5.4 All/any removed contaminants shall be disposed of according to applicable guidelines and regulations of the Nova Scotia Department of Environment.

Compliance

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.5 of this Agreement;
- (c) An increase of no more than 15% to the maximum permitted height as identified in Section 3.4.2; and
- (d) Changes to the sign provisions as identified in Section 3.10 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within 5 (five) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

Upon the completion of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

7.5 Discharge of Agreement

If the Developer fails to complete the development after 10 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

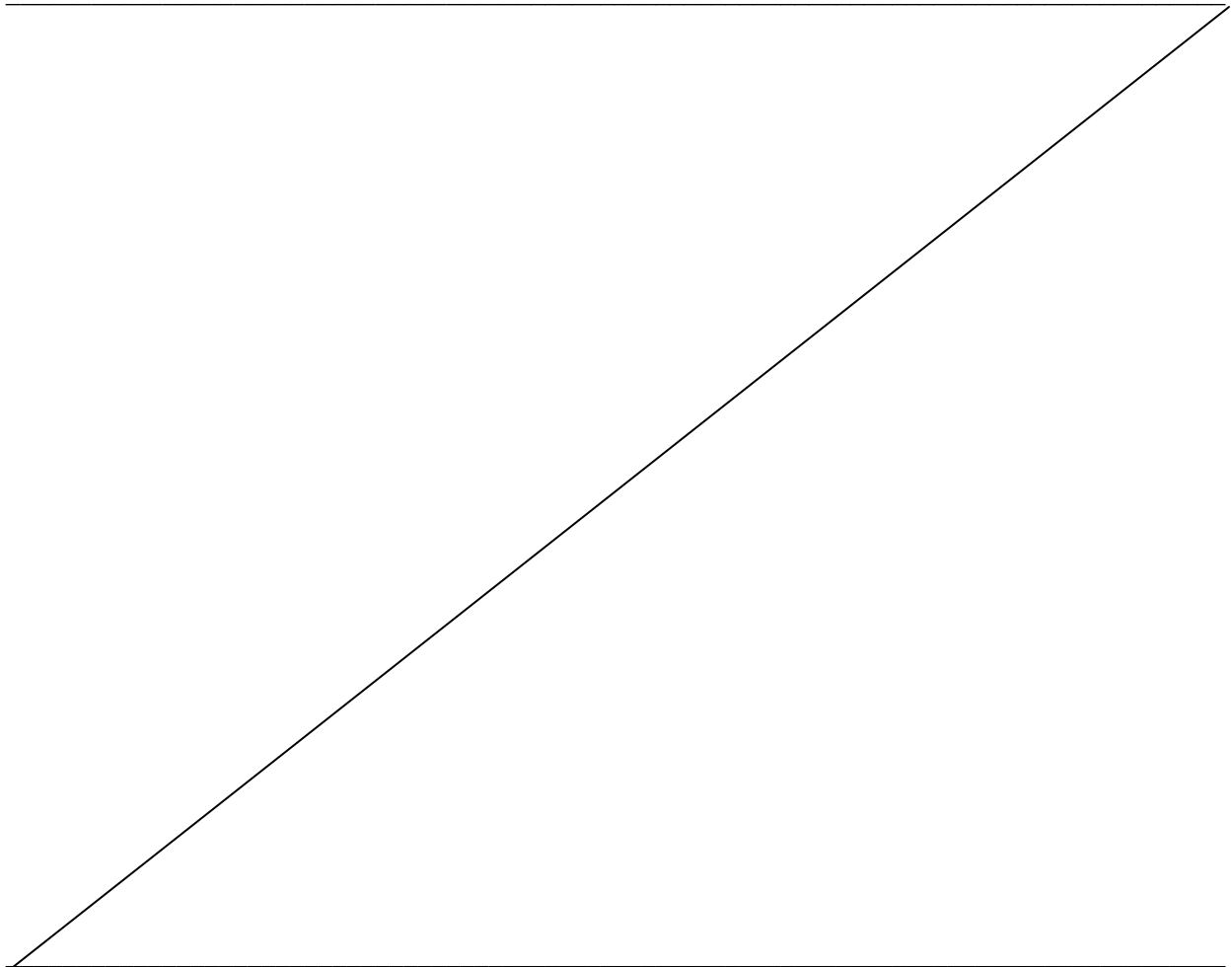
8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 14 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*,
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.



IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

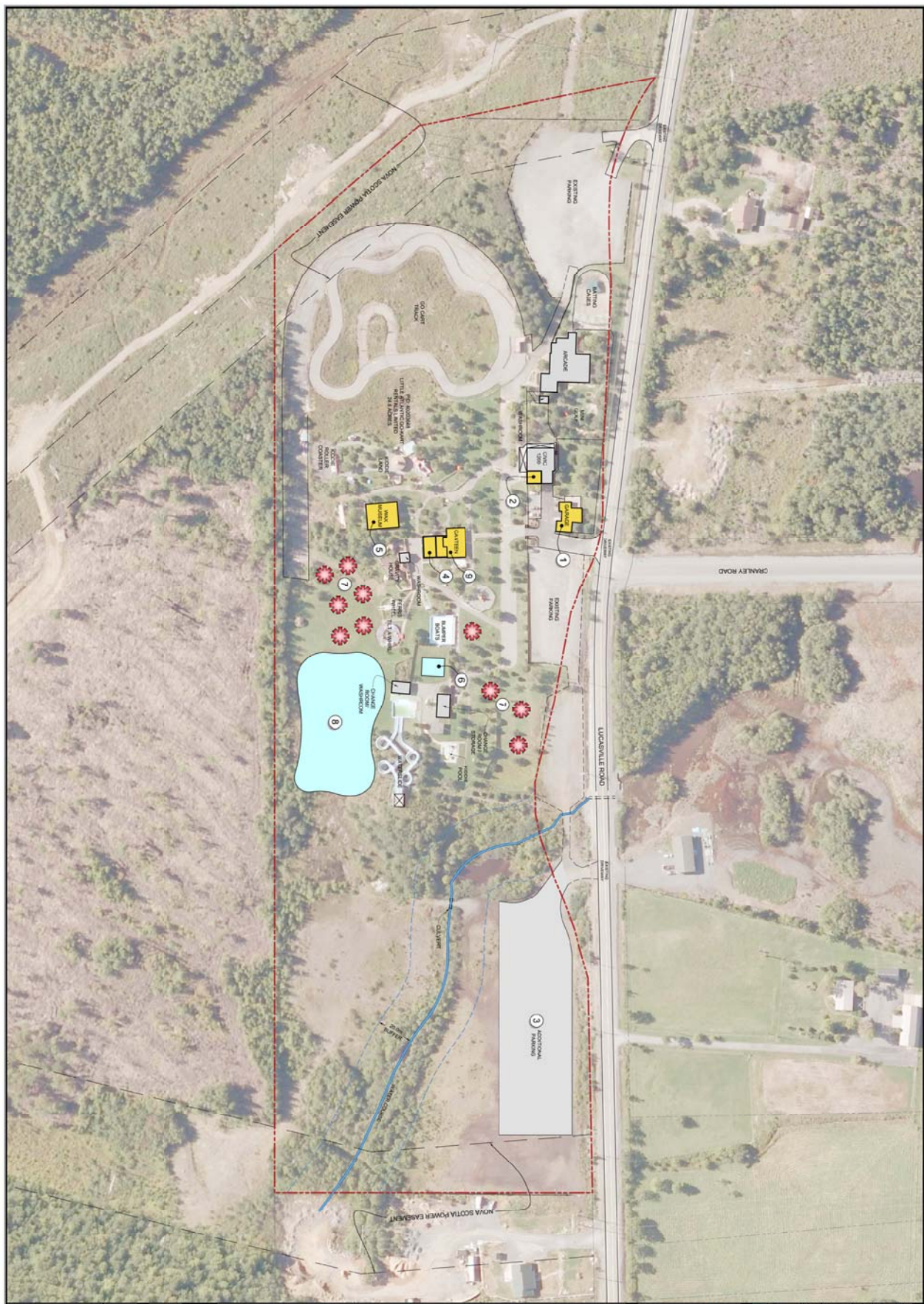
SIGNED, DELIVERED AND ATTESTED to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK



LEGEND

- SITE BOUNDARY
- ADJACENT PROPERTY BOUNDARY
- WATER COURSE
- EXISTING BUILDINGS
- PROPOSED BUILDINGS & EXPANSIONS
- PROPOSED RIBS LOCATION (APPROXIMATE)

FUTURE DEVELOPMENT

1. 2ND STOREY ADDITION AND EXPANSION
2. THE NEW BNS FOR GARAGE
3. SUBSTITUTION NEW ATTENTION (BY RASH HOUSE)
4. 2ND STOREY ADDITION TO EXIST VIVA MUSEUM
5. SWIMMING POOL
6. NEW AMUSEMENT RIDES
7. NEW WATER SLIDES
8. 2ND STOREY ADDITION AND EXPANSION

KEY PLAN

COMPETE
 PLAN BASED ON "HARRISON CONSULTANTS
 CONCEPT SITE PLAN DATED 21 JANUARY 2002
 LOCATION INFORMATION"

DESIGNER KHATTERS
PROJECT BIRDSONSON
VERSION 1.3

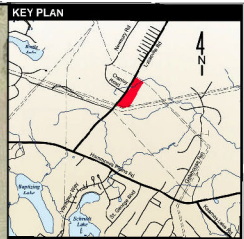
DATE 02 SEP 2016

ATLANTIC PLAYLAND
 597119020_018

SCALE
 1:1,000
 NORTH
 100 M
 0 50 100

WSP
 WSP CONSULTANTS
 1000 WESTERN AVENUE
 SUITE 200
 MISSISSAUGA, ONTARIO L4Y 1V7
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Schedule C - Preliminary Landscaping Plan



- LEGEND**
- SITE BOUNDARY
 - - - ADJACENT PROPERTY BOUNDARY
 - WATER COURSE
 - ▭ EXISTING BUILDINGS
 - ▭ PROPOSED BUILDINGS / EXPANSIONS
 - ⊗ PROPOSED RIDE LOCATION (APPROXIMATE)

- FUTURE DEVELOPMENT**
1. 2nd STOREY ADDITION AND EXPANSION
 2. TWO NEW BAYS FOR GARAGE
 3. PARKING LOT
 4. BUILDING FOR NEW ATTRACTION (eg FUN HOUSE)
 5. 2nd STOREY ADDITION TO EXIST. WAX MUSEUM
 6. SWIMMING POOL
 7. NEW AMUSEMENT RIDES
 8. NEW WATER SLIDGE
 9. 2nd STOREY ADDITION AND EXPANSION
 10. GROUND SIGN

SITE SUMMARY:
 • Land Area - 100,244 m² / 24.8 Acres

SOURCES:
 * PLAN BASED ON THOMPSON CONN LIMITED LOCATION CERTIFICATE, DATED 21 JANUARY 2002 CAD FILE: 10758.C.DWG

Designer: KWATTERS
 Planner: BMORRISON

VERSION
1.3

**CONCEPT PLAN
 FUTURE DEVELOPMENT
 HAMMONDS PLAINS, NOVA SCOTIA**

ATLANTIC PLAYLAND
 OCTOBER 22, 2014 DA1115160_V13

