



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

Western Region Community Council
May 28, 2012

TO: Chair and Members of Western Region Community Council

SUBMITTED BY:

A handwritten signature in black ink, appearing to read "Brad Anguish".

Brad Anguish, Director, Community and Recreation Services

DATE: May 21, 2012

SUBJECT: Case 16559: Open Space Design Development Agreement – Three
Brooks Subdivision, Granite Cove Drive, Hubley

SUPPLEMENTARY REPORT

ORIGIN

On April 23, 2012, Western Region Community Council gave First Reading to Case 16559 which is described in a staff report dated April 3, 2012.

RECOMMENDATION

It is recommended that Western Region Community Council:

1. Approve the development agreement as contained in Attachment A to this report to allow for a Classic Open Space Design development agreement for the lands off Granite Cove Drive, Hubley; and
2. Require that the development agreement be signed by the property owner within 240 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval of said agreement by Council and any other bodies as necessary, whichever is later, including applicable appeal periods; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

BACKGROUND / DISCUSSION

On April 23, 2012, Western Region Community Council tabled and discussed a staff report dated April 3, 2012 that describes a proposed development agreement for a Classic Open Space Design Development off of Granite Cove Drive in Hubley. The property is part of the Three Brooks Development. Under the Regional Plan, Open Space Design Developments are encouraged to conserve ecological significant areas. Since the staff report was tabled at Western Region Community Council, staff has received questions on how the proposed development agreement will address the delineation of watercourses and wetlands on site plans when applying for development permits. The purpose of this report is to clarify how such areas will be delineated.

Existing Requirements

Under Section 3.7.1(b) of the proposed development agreement, an application for a development permit must contain the following information on a site plan:

- (i) the proposed location of the structure, including setbacks from adjacent property lines, the Common Shared Private Driveway, all surrounding structures and Common Open Space;
- (ii) the proposed location of the Common Open Space delineation pursuant to Sections 3.5.3 and 3.6.3 of this Agreement;
- (iii) the proposed location and size of the well and septic system;
- (iv) the proposed location and size of the lawn area;
- (v) the proposed location and size of all paved areas;
- (vi) any watercourse and riparian buffers; and
- (vii) grade alteration.

Section 4.19 of the Land Use By-law for Planning Districts 1 & 3 already requires wetlands, watercourses and riparian buffers to be shown on site plans for development permit applications (see Attachment B).

Proposed Amendments

To clarify that all wetlands, watercourses and riparian buffers are required to be shown on a site plan and to provide clarification as to how wetlands and watercourses are determined, staff has revised Section 3.7.1(b) of the proposed development agreement to require:

- i) the developer to identify the location of all watercourses, riparian buffers, and wetlands on a site plan; and
- ii) all watercourses and wetlands to be determined by a qualified professional and confirmed by the Nova Scotia Department of Environment.

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy as describe in the staff report dated April 3, 2011.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant environmental policies contained in the Municipal Planning Strategy for Planning Districts 1 and 3.

ALTERNATIVES

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

ATTACHMENTS

| | |
|--------------|--|
| Attachment A | Proposed Development Agreement – Revised |
| Attachment B | Section 4.19 of the Land Use By-law for Planning Districts 1 & 3 |

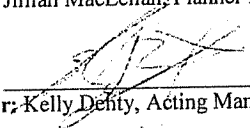
Case 16559: Open Space Development Agreement
Granite Cove Drive, Hubley
Community Council Report

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May 28, 2012

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

Report Prepared by: Jillian MacLellan, Planner I, 490-4423

Report Approved by: 
for: Kelly Defty, Acting Manager of Development Approvals, 490-4800

Attachment A
Proposed Development Agreement - Revised

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

BETWEEN:

<INSERT DEVELOPER NAME>,

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

OF THE FIRST PART

and

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located near Granite Cove Drive, Hubley, known as Block TBD-2 and Parcel RR-2, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a Classic Open Space Design Development of up to twenty-five (25) single unit dwellings in three (3) phases on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy S-16 of the Regional Municipal Planning Strategy;

AND WHEREAS the Western Region Community Council for the Municipality approved this request at a meeting held on <INSERT DATE>, referenced as Municipal Case Number 16559;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 1 & 3 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 of this Agreement, nothing in this Agreement shall exempt or be taken to exempt the Developer, future property owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government, and the Developer or future property owner agrees to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- (a) "Certified Arborist" means a professional, full member in good standing with the International Society of Arboriculture;
- (b) "Classic Open Space Design Development" means a residential development enabled under Policy S-16 of the Regional Municipal Planning Strategy which has a maximum development density of 1 dwelling unit per 4000 m² and where at least 60% of the Lands is retained as Common Open Space;
- (c) "Common Open Space" means the portion of the Lands not designated as Developable Area, that shall be retained for Common Use;
- (d) "Common Shared Private Driveway" means a shared private driveway in the Developable Area which provides access from a Municipal or Provincial public street to the Developable Area and individual Home Sites;
- (e) "Developable Area" means the portion of the Lands where all development and site disturbance shall be located, including but not limited to the Common Shared Private Driveway, Home Site Driveways, Home Sites, buildings, lawns and grading alterations, wells and on-site septic systems;
- (f) "Footprint" means the area of a building, including land over which the building projects, but excluding any area below the eaves of a roof, and excluding any portion not covered by a roof, such as unsheltered steps, verandas or decks;

- (g) "Forester" means a professional, full member in good standing with the Registered Professional Foresters Association of Nova Scotia;
- (h) "Home Site" means a specific area designated for an individual single unit dwelling;
- (i) "Home Site Driveway" means a driveway providing access to a Home Site from the Common Shared Private Driveway; and
- (j) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects.

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 16559:

| | |
|------------|--------------------------------|
| Schedule A | Legal Description of the Lands |
| Schedule B | Developable Area |
| Schedule C | Phasing |
| Schedule D | Landscaping Plan (1) |
| Schedule E | Landscaping Plan (2) |

3.2 General Description of Land Use

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

- (a) A maximum of twenty-five (25) single unit dwellings, subject to the requirements of this Agreement;
- (b) Accessory buildings and structures as provided herein; and
- (c) Business uses in conjunction with permitted single unit dwellings, subject to the requirements of Section 6.3 of the Land Use By-law for Planning Districts 1 & 3, as amended from time to time, specifically excluding both day care facilities and bed and breakfasts.

3.2.2 A minimum of 60% of the Lands shall be retained as Common Open Space. The Common Open Space cannot be used for any purpose other than for passive recreation or conservation related uses.

3.2.3 Notwithstanding Subsection 3.2.2, of this Agreement, walkways and trails not exceeding 3 meters in width to provide passage for each individual Home Site to Five Island Lake may be permitted in the Common Open Space.

3.3 Phasing

3.3.1 Development of the Lands shall be completed in three Phases, as shown on Schedule C:

- (a) Phase 1 shall consist of up to ten (10) single unit dwellings;
- (b) Phase 2 shall consist of up to eight (8) single unit dwellings; and
- (c) Phase 3 shall consist of up to seven (7) single unit dwellings.

3.3.2 Permits or site work for any phase shall not be granted until development of the previous phase has been completed.

3.3.3 Development for each phase will be considered complete once the occupancy permit for the last single unit dwelling of the phase is issued.

3.4 Subdivision of the Lands

3.4.1 Prior to the issuance of the first Construction Permit, a subdivision to consolidate Block TBD-2 and Parcel RR-2, as labelled on the attached Schedules, shall be approved, in accordance with the Regional Subdivision By-law. No further subdivision or consolidation shall be permitted on the Lands.

3.4.2 Further to the requirements of the Regional Subdivision By-law, the subdivision application for the consolidation of Block TBD-2 and Parcel RR-2, as required in Section 3.4.1 of the Agreement, shall include sufficient copies of the following:

- (a) A detailed design of the Common Shared Private Driveway in Phase 1 in accordance with Section 3.9 of this Agreement and with the standards of the National Building Code;
- (b) A Landscaping Plan for a portion of the Lands in Phase 1 in accordance with Section 3.10 of this Agreement;
- (c) A detailed Site Disturbance Plan for Phase 1 in accordance with Section 5.1.1(a) of this Agreement;
- (d) A detailed Erosion and Sedimentation Control Plan for Phase 1 in accordance with Section 5.1.1(b) of this Agreement; and
- (e) A detailed Site Grading and Stormwater Management Plan for Phase 1 in accordance with Section 5.1.1(c) of this Agreement.

3.4.3 Provided the requirements of this Agreement have been fulfilled, the Municipality shall consent to the registration of a condominium on the Lands through the *Condominium Act*, if requested by the Developer.

3.5 Requirements Prior to Approval for Phase 1

- 3.5.1 Prior to any site clearing, tree removal or construction on the Lands the Developer shall:
- (a) Receive approval from the Municipality for a subdivision in accordance with Section 3.4 of this Agreement;
 - (b) Obtain the necessary permits for all required servicing work, including but not limited to a Streets and Services permit.
- 3.5.2 Prior to the issuance of the first Construction Permit for a single unit dwelling in Phase 1, the Developer shall”
- (a) Request and participate in a pre-construction meeting, upon positive recommendation of the detailed design of the Common Shared Private Driveway, as required in Section 3.4.2(a) of this Agreement, and the submission of a construction time schedule to the Development Officer; and
 - (b) Construct the necessary services for the Lands, including but not limited to the Common Shared Private Driveway.
- 3.5.3 For all single unit dwellings, prior to the issuance of a Construction Permit or any site preparation (e.g. tree removal, excavation activity, etc.), the boundary of the adjacent Common Open Space within 30 meters of the proposed structure, shall be delineated with snow fence, or another appropriate method as approved by the Development Officer. The Developer shall provide written confirmation to the satisfaction of the Development Officer that the Common Open Space has been appropriately marked. Such demarcations shall be maintained by the Developer or future property owner for the duration of the construction and may be removed only upon the issuance of an Occupancy Permit for the dwelling.
- 3.5.4 Prior to the issuance of the first Occupancy Permit the Developer shall provide the necessary inspections and acceptance of work completed, including but not limited to:
- (a) Certification of the construction of the Common Shared Private Driveway for Phase 1 and compliance with the detailed design of the as required in Section 3.4.2(a);
 - (b) Inspection and acceptance of the Common Shared Private Driveway in Phase 1 as required by Fire Services, and a registered agreement with the HRM Traffic Authority;
 - (c) A letter from a Landscape Architect certifying that the required landscaping has been completed, in accordance with Section 3.10 of this Agreement;
 - (d) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.1.1(b) of this Agreement; and

- (e) Certification from a Professional Engineer indicating that the Developer has complied with the Site Grading and Stormwater Management Plan required pursuant to Section 5.1.1(c) of this Agreement.
- 3.5.5 Notwithstanding any other provision of the Agreement, the Developer shall not occupy a dwelling or use the Lands for any uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.6 Requirements Prior to Approval for Phases 2 and 3

- 3.6.1 Prior to any site clearing, tree removal or construction on the Lands associated with Phase 2 or 3, the Developer shall:
- (a) Provide a supplementary hydrogeological analysis that determines water quality and quantity levels. Such testing and analysis shall meet the HRM Guidelines for Groundwater Assessment and Reporting, 2006, as amended from time to time. If analysis identifies insufficient quantity or quality in the local aquifer for the remaining unapproved dwellings, the number of permitted dwellings shall be reduced to a point where there is adequate groundwater to supply them.
 - (b) Submit detailed design information for the Phase to the Development Officer, including:
 - (i) A detailed design of the Common Shared Private Driveway in accordance with Section 3.9 of this Agreement and with the standards of the National Building Code;
 - (ii) Detailed Site Disturbance Plan in accordance with Section 5.1.1(a) of this Agreement;
 - (iii) Detailed Erosion and Sedimentation Control Plan in accordance with Section 5.1.(b) of this Agreement; and
 - (iv) Detailed Site Grading and Stormwater Management Plan in accordance with Section 5.1.1(c) of this Agreement.; and,
 - (c) Obtain the necessary permits for all required servicing work for the Phase.

- 3.6.2 Prior to the issuance of the first Construction Permit for a single unit dwelling for each phase, the Developer shall:
- (a) Request and participate in a pre-construction meeting, upon positive recommendation the detailed design of the Common Shared Private Driveway, as required in Section 3.6.1(b)(i) of this Agreement, and the submission of a construction time schedule to the Development Officer; and
 - (b) The Developer shall construct the necessary services for the Phase, including but not limited to the Common Shared Private Driveway.
- 3.6.3 For all single unit dwellings, prior to the issuance of a Construction Permit or any site preparation (e.g. tree removal, excavation activity, etc.), the boundary of the adjacent Common Open Space within 30 meters of the proposed structure, shall be delineated with snow fence, or another appropriate method as approved by the Development Officer. The Developer or the future property owner, as the case may be, shall provide written confirmation to the satisfaction of the Development Officer that the Common Open Space has been appropriately marked. Such demarcations shall be maintained by the Developer or future property owner for the duration of the construction and may be removed only upon the issuance of an Occupancy Permit for the dwelling.
- 3.6.4 Prior to the issuance of the first Occupancy Permit the Developer shall provide the necessary inspections and acceptance of work completed, including but not limited to:
- (a) A Certificate of Construction Compliance for the Common Shared Private Driveway in the Phase, in accordance with Section 3.6.1(b)(i) of this Agreement;
 - (b) Inspection and acceptance of the Common Shared Private Driveway in the Phase as required by Fire Services, and a registered agreement with the Traffic Authority for Designated Fire Lanes, if required;
 - (c) Certification from a Professional Engineer indicating that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.1.1(b) of this Agreement; and
 - (d) Certification from a Professional Engineer indicating that the Developer has complied with the Site Grading and Stormwater Management Plan required pursuant to Section 5.1.1(c) of this Agreement.
- 3.7 Applications for Construction Permit for All Phases**
- 3.7.1 In addition to the requirements of the Municipality an application for a Construction Permit shall also include the following:
- (a) A site plan of the whole property prepared and endorsed by a qualified licenced professional, that illustrates the following:
 - (i) Building Footprint;
 - (ii) Proposed location of the Common Open Space delineation pursuant to Sections 3.5.3 and 3.6.3 of this Agreement;

- (iii) Common Shared Private Driveway; and
 - (iv) All other structures that have received approval for construction.
- (b) A detailed site plan focusing on the specific development illustrating:
- (i) the proposed location of the structure, including setbacks from adjacent property lines, the Common Shared Private Driveway, all surrounding structures and Common Open Space;
 - (ii) the proposed location of the Common Open Space delineation pursuant to Sections 3.5.3 and 3.6.3 of this Agreement;
 - (iii) the proposed location and size of the well and septic system;
 - (iv) the proposed location and size of the lawn area;
 - (v) the proposed location and size of all paved areas;
 - (vi) any watercourse or wetland be delineated by a qualified professional and confirmed by the Nova Scotia Department of Environment, and the associated riparian buffers;
 - (vii) grade alteration; and
 - (viii) any wetland.

3.8 Single Unit Dwellings and Accessory Buildings and Structures for All Phases

- 3.8.1 Notwithstanding Section 4.4 of the Land Use By-law for Planning Districts 1 & 3, more than one dwelling is permitted on the Lands in accordance with this Agreement.
- 3.8.2 Notwithstanding Section 4.22 of the Land Use By-law for Planning Districts 1 & 3, uncovered patios, stairways, sundecks, walkways or steps, window bays and solar collectors, and exterior enclosed staircases, balconies, porches, and verandas shall not encroach into a required setback pursuant to Section 3.8.4 of this Agreement.
- 3.8.3 Nothing in this Agreement shall exempt the Lands from the requirements of Section 4.19 of the Land Use By-law for Planning Districts 1 & 3 concerning watercourse setbacks and buffers as amended from time to time.

Single Unit Dwellings

- 3.8.4 Single unit dwellings shall be located in approximately the same locations in the Developable Area as illustrated on the attached Schedules and subject to the following requirements:
- (a) No portion of a dwelling shall be located less than 6.1 meters (20 feet) from the Common Shared Private Driveway;
 - (b) No portion of a dwelling shall be located less than 3.05 meters (10 feet) from the boundary of the Lands or the Common Open Space;
 - (c) No portion of a dwelling shall be located less than 6.1 meters (20 feet) from any other dwelling on the Lands;

- (d) The maximum Footprint of a dwelling shall not exceed 185.81 square meters (2000 square feet), excluding any area used for an attached garage, which shall not exceed 55.74 square meters (600 square feet); and
- (e) The maximum height of a dwelling shall not exceed 10.67 meters (35 feet).

Accessory Buildings and Structures

3.8.5 Within the Developable Area, each single unit dwelling is permitted one accessory building or structure, subject to the following requirements:

- (a) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from the Common Shared Private Driveway;
- (b) No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands or the Common Open Space;
- (c) No portion of the building or structure shall be located less than 2.44 meters (8 feet) from the dwelling with which the accessory building or structure is associated;
- (d) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from any other dwelling, besides the associated buildings or structures, on the Lands;
- (e) The maximum Footprint of the building or structure shall not exceed 55.74 square meters (600 square feet); and
- (f) The maximum height of the building or structure shall not exceed 6.1 meters (20 feet).

3.8.6 Additional accessory buildings or structures for common use are permitted, subject to the following requirements:

- (a) The Footprint shall not exceed 55.74 square meters (600 square feet);
- (b) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from the Common Shared Private Driveway;
- (c) No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands;
- (d) No portion of the building or structure shall be located less than 12.19 meters (40 feet) from any dwelling on the Lands;
- (e) The maximum height of the building or structure shall not exceed 6.1 meters (20 feet); and
- (f) The building or structure shall not be serviced with groundwater, unless a supplementary hydrogeological analysis supports such development. Such testing and analysis shall meet the HRM Guidelines for Groundwater Assessment and Reporting, 2006, as amended from time to time. If analysis identifies insufficient

quantity and quality, groundwater service to the building or structure shall not be permitted.

3.8.7 Notwithstanding Sections 3.8.5 and 3.8.6 of this Agreement, additional accessory buildings or structures with a Footprint less than 9.29 square meters (100 square feet) are permitted, subject to the following requirements:

- (a) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from the Common Shared Private Driveway;
- (b) No portion of the building or structure shall be located less than 3.05 meters (10 feet) from the boundary of the Lands;
- (c) No portion of the building or structure shall be located less than 2.44 meters (8 feet) from the dwelling with which the accessory building or structure is associated;
- (d) No portion of the building or structure shall be located less than 6.1 meters (20 feet) from any other dwelling on the Lands;
- (e) The maximum height of the building or structure shall not exceed 3.05 meters (10 feet); and
- (f) The building or structure shall not be serviced with groundwater, unless a supplementary hydrogeological analysis supports such development. Such testing and analysis shall meet the HRM Guidelines for Groundwater Assessment and Reporting, 2006, as amended from time to time. If analysis identifies insufficient quantity and quality, groundwater service to the building or structure shall not be permitted.
- (g) Buildings or structures that are not intended for common use shall be located within the Developable Area.

3.8.8 No Accessory building shall be used for human habitation.

3.9 Access and Parking Requirements

3.9.1 Access to the Home Sites shall be via a Common Shared Private Driveway, as shown on the attached Schedules. Driveway names are subject to change, as per the requirements of the Civic Addressing By-law.

3.9.2 The Developer is responsible for the placement and maintenance of driveway name signage in accordance with Civic Addressing By-law (By-law C-300).

3.9.3 The Common Shared Private Driveway shall comply with the requirements of the National Building Code for required access routes for fire department use.

3.9.4 A turnaround for fire department use shall be provided for each Phase and may be removed after the completion of the Common Shared Private Driveway or the subsequent phase.

- 3.9.5 Each single unit dwelling shall include at least one parking space at least 2.74 meters (9 feet) wide and 6.1 meters (20 feet) long.
- 3.9.6 Each single unit dwelling shall include a Home Site Driveway with a maximum width of 6.1 meters (20 feet).
- 3.9.7 Up to two single unit dwellings may share a Home Site Driveway.

3.10 Landscaping

- 3.10.1 In accordance with Section 3.4.2 of this Agreement, the Developer agrees to provide a Landscaping Plan prepared by a Landscape Architect, in accordance with Schedule D of this Agreement.
- 3.10.2 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).
- 3.10.3 The minimum acceptable sizes for new plant material shall be as follows:
 - (a) High branching deciduous trees at grade: 60 mm (2.36 inches) caliper;
 - (b) Coniferous trees: 1.5 metres (4.92 feet) in height; and
 - (c) Shrubs: 0.6 metres (1.97 feet) in height or spread.
- 3.10.4 All plant material shall conform to the *Canadian Nursery Trades Association Metric Guide Specifications and Standards*, as amended from time to time, and sodded areas to the *Canadian Nursery Sod Growers' Specifications*, as amended from time to time.
- 3.10.5 All disturbed areas shall be reinstated to original condition or better as per the direction of the Development Officer.
- 3.10.6 No development, tree removal or grade alteration shall be permitted within the Common Open Space except where approved in writing by the Development Officer to remove fallen timber and dead debris where a fire or safety risk is present, or 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 such removal, the Development Officer may require that the Developer engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.10.7 If trees are removed or tree habitat is damaged beyond repair in the Common Open Space, the Developer shall replace each tree removed or damaged with a new tree of minimum size as outlined in Section 3.10.3 of this Agreement, as directed by the

Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with permission as outlined in Section 3.10.6 of this Agreement.

3.10.8 Prior to issuance of any Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.10.9 Notwithstanding Section 3.10.8 of this Agreement, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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.

3.11 Signs

3.11.1 Signs shall be limited to those permitted under Section 6.3(e) of the R-1 Zone of the Land Use By-law for Planning Districts 1 & 3.

3.11.2 One (1) ground sign for civic addressing and community name shall be permitted, in conformance with the following requirements:

- (a) The sign shall be permitted at the entrance to the Lands from Granite Cove Drive. The specific location of such a sign is subject to approval by the Development Officer and Development Engineer;
- (b) The maximum height of the sign shall not exceed 1.83 meters (6 feet) inclusive of support structures;
- (c) The face area of the sign shall not exceed 2.23 square meters (24 square feet);
- (d) The face area of the sign shall be constructed of natural materials such as wood or stone;
- (e) The supports of the sign shall be constructed of wood, stone or metal;
- (f) Illumination of the sign shall include only down-pointing, full cut-off fixtures; and

(g) Ornamental plants shall be planted and maintained by the Developer around the base of the sign.

3.11.3 Signage for the driveway signs shall be permitted in accordance with Section 3.9.2 of this Agreement.

3.12 Outdoor Lighting

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

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

3.13 Solid Waste

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

3.13.2 Further to Section 3.13.1, if the development fulfills the requirements of the Solid Waste Resource Collection and Disposal By-Law (By-law S-600) for a condominium, Municipal collection of solid waste shall be at the end of the Common Shared Private Driveway abutting the public street, not at individual Home Site Driveways.

3.14 Maintenance

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

3.14.2 The Developer shall be responsible for all aspects of maintenance of the Common Shared Private Driveway and the Home Site Driveways, and these private driveways shall not be taken over by the Municipality.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or

relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

- 5.1.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall, for each Phase:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

PART 6: AMENDMENTS

6.1 Non Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
- (a) Changes to the road layout and placement of Home Sites as shown on Schedule C;
 - (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
 - (c) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the consolidation of Block TBD-2 and Parcel RR-2.

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

7.4 Completion of Development

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

- (a) Retain the Agreement in its present form;

- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement.

- 7.4.2 In the event that development on the Lands has not been completed within ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.4.3 In the event that development on the Lands has not been completed within time period indicated in 7.4.2 the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.4.4 For the purpose of this section, completion of development shall mean the issuance of a Construction Permit for all single unit dwellings each Phase.
- 7.4.5 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

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

- 8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether

arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;

- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the Halifax Regional Municipality Charter or Common Law in order to ensure compliance with this Agreement

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

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

**<INSERT REGISTERED
OWNER NAME>**

Per: _____

Per: _____
=====

**HALIFAX REGIONAL
MUNICIPALITY**

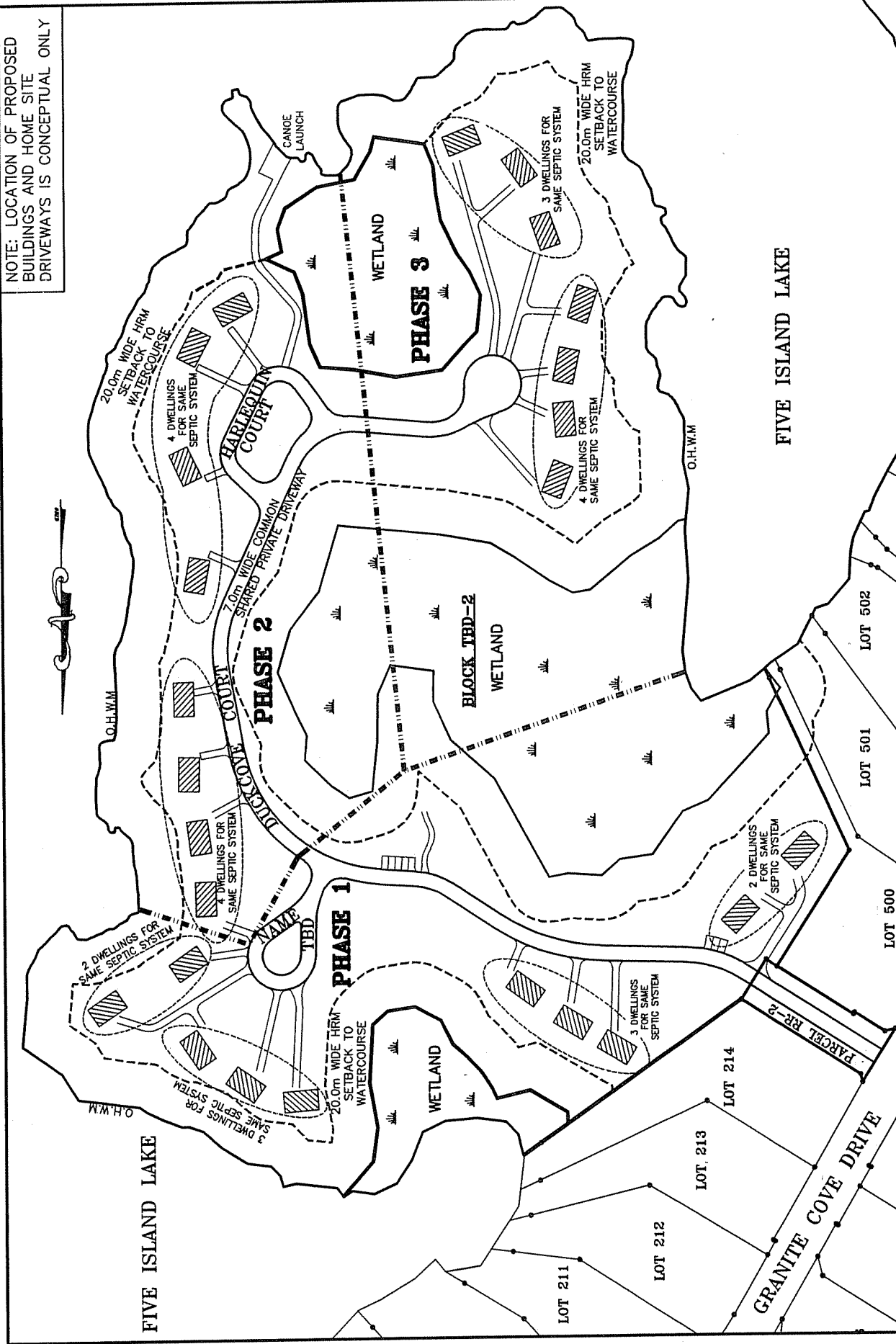
Per: _____


Mayor

Per: _____

Municipal Clerk

NOTE: LOCATION OF PROPOSED
BUILDINGS AND HOME SITE
DRIVEWAYS IS CONCEPTUAL ONLY

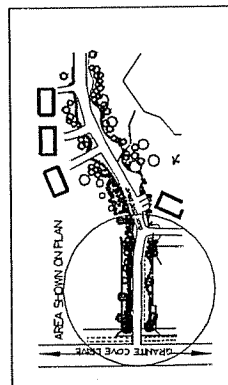
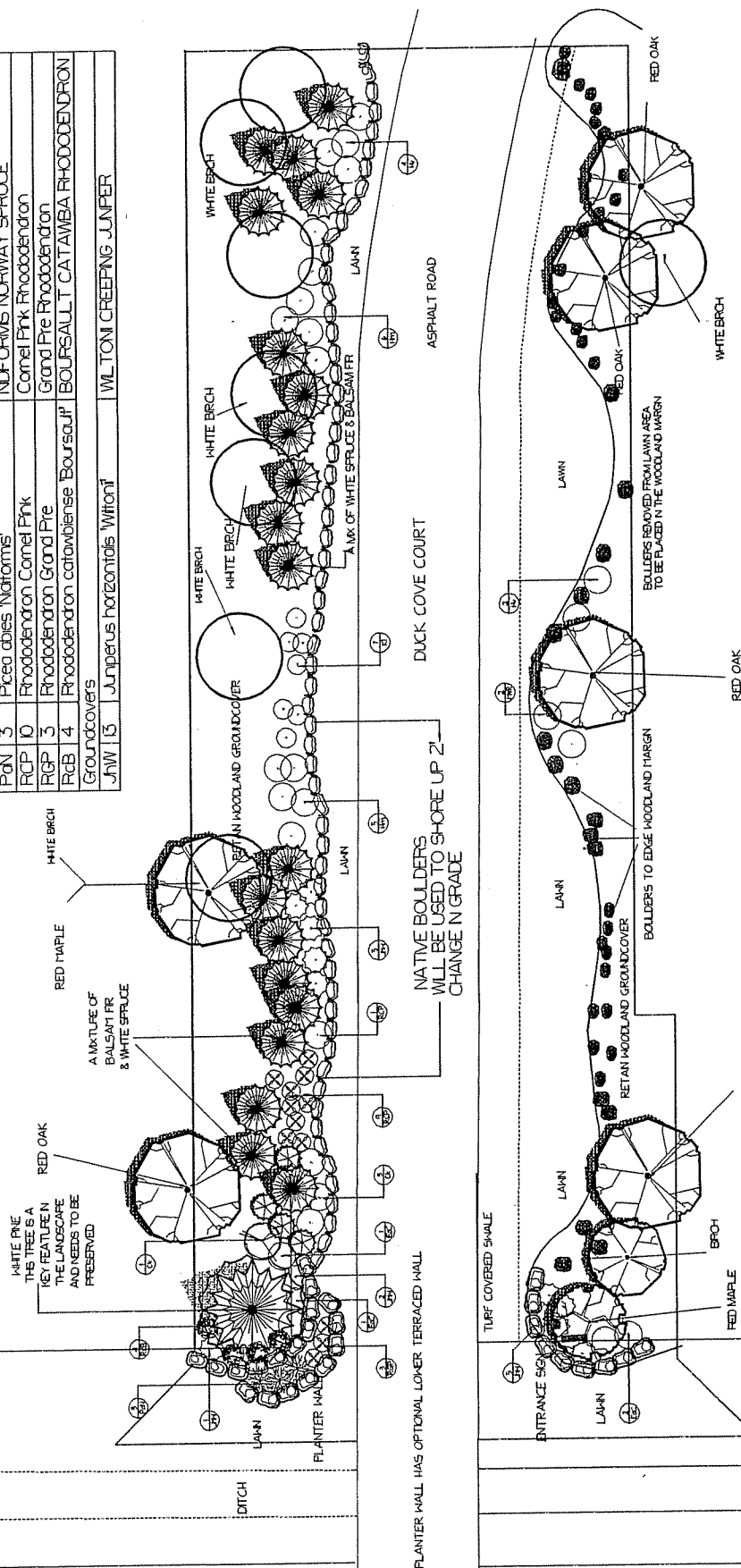


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|---|--|---|--|----------|-----------|------------------------|---------------------|
|  MAC WILLIAMS ENGINEERING LIMITED | | THREE BROOKS VILLAGE HUBLEY, NOVA SCOTIA | | Revision | | Date: April 12, 2011 | |
| | | SCHEDULE C - PHASING | | No. | Comments | Date | By |
| | | | | 0. | | Apr 12/11 | SRW |
| | | | | 1. | Edit Text | Dec 12/11 | SRW |
| | | | | | | Project No.: 9507 | Scale: Not to Scale |
| | | | | | | Drawing No.: 9507-SK05 | |

Case 16559: Schedule C - Phasing and Development Layout

PLANT LIST

| Key | Qty | Botanical Name | Common Name |
|---------------------|-----|---|--------------------------------|
| Trees | | | |
| Ok | 4 | <i>Corvus kousa</i> | JAPANESE DOGWOOD |
| Hv | 6 | <i>Hamamelis virginiana</i> | VIRGINIAN WITCH-HAZEL |
| MsR | 2 | <i>Magnolia stellata</i> | ROYAL STAR STAR MAGNOLIA |
| Shrubs | | | |
| EcC | 2 | <i>Euonymus alatus</i> 'Compactus' | DWARF BURNING BUSH |
| EcC | 2 | <i>Euonymus alatus</i> 'Compactus' | DWARF BURNING BUSH |
| Hm | 1 | <i>Hamamelis mollis</i> | CHINESE WITCH-HAZEL |
| Kl | 7 | <i>Kalmia latifolia</i> | MOUNTAIN LAUREL |
| PaN | 3 | <i>Picea abies</i> 'Nidiformis' | NDIFORME NORWAY SPRUCE |
| RCP | 10 | <i>Rhododendron</i> 'Carmel Pink' | Carmel Pink Rhododendron |
| RGP | 3 | <i>Rhododendron</i> 'Grand Fire' | Grand Fire Rhododendron |
| RcB | 4 | <i>Rhododendron catawbiense</i> 'Boursault' | BOURSAULT CATAWBA RHODODENDRON |
| Groundcovers | | | |
| hW | 13 | <i>Juniperus horizontalis</i> 'Wiltoni' | WILTON CREEPING JUNIPER |



| | | | | | |
|---|---|---|---|--|---|
| <div> <div> LANDSCAPE PLANTING PLAN AT ENTRANCE THREE BROOKS VILLAGE HUBLEY/NOVA SCOTIA </div> </div> | <div> <div> date scale </div> </div> | <div> <div> date NTS </div> </div> | <div> <div> date December 23 </div> </div> | <div> <div> drawing created by A. Jackson M.P., O.L.D. </div> </div> | <div> <div> drawing 1 OF 2 </div> </div> |
|---|---|---|---|--|---|

Attachment B

Section 4.19 of the Land Use B-law for Planning Districts 1 & 3

4.19 WATERCOURSE SETBACKS AND BUFFERS

- (1) (a) No development permit shall be issued for any development within 20m of the ordinary highwater mark of any watercourse.

(b) Where the average positive slopes within the 20m buffer are greater than 20%, the buffer shall be increased by 1 metre for each additional 2% of slope, to a maximum of 60m.

(c) Within the required buffer pursuant to clauses (a) and (b), no excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted in relation to a development.

(d) Within the required buffer pursuant to clauses (a) and (b), activity shall be limited to the placement of one accessory structure or one attached deck not exceeding a footprint of 20 m² or a combination of an accessory structure and attached deck not exceeding 20 m², fences, boardwalks, walkways and trails not exceeding 3 metres in width, wharfs, boat ramps, marine dependent uses, fisheries uses, conservation uses, parks on public lands, historic sites and monuments, and public road crossings, driveway crossings and wastewater, storm and water infrastructure.

(e) Notwithstanding clause (a), the required buffer shall be 30.5m of the rim of any watercourse within the MR-2 (Mixed Resource 2) Zone north of Highway 103; 30.5m of the rim of Wright Lake; or 30.5m of the rim of Coon Lake within the MU-1 (Mixed Use 1) Zone. No excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted within this buffer. Activity shall be limited to the placement of board walks, walkways and trails, conservation uses and buildings and structures for conservation related uses, wilderness campsites or non-motorized water related recreation uses.

(f) Notwithstanding clause (a), the required buffer for construction and demolition operations shall be as specified under the applicable CD Zone.

(g) Within the buffer required pursuant to clause (f), no excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted in relation to a development.
- (2) Notwithstanding subsection (1), where an existing residential main building is located within the required buffer, accessory structures, subject to meeting other requirements of this by-law, shall be permitted provided they are located no closer to the watercourse than the existing main building.

- (3) Where the configuration of any existing lot, including lots approved as a result of completed tentative and final subdivisions applications on file prior to the effective date of the Regional Municipal Planning Strategy, is such that no main building could be located on the lot, the buffer distance shall be reduced in a manner which would provide the greatest possible separation from a watercourse having regard to other yard requirements.
- (4) Notwithstanding subsection (1), nothing in this by-law shall prohibit the removal of windblown, diseased or dead trees, deemed to be hazardous or unsafe.
- (5) Notwithstanding subsection (1), the selective removal of vegetation to maintain the overall health of the buffer may be authorized by the Development Officer where a management plan is submitted by a qualified arborist, landscape architect, forester or forestry technician.
- (6) Every application for a development permit for a building or structure to be erected pursuant to this section, shall be accompanied by plans drawn to an appropriate scale showing the required buffers, existing vegetation limits and contours and other information including professional opinions, as the Development Officer may require, to determine that the proposed building or structure will meet the requirements of this section. (RC-Jun 27/06; E-Aug 26/06)