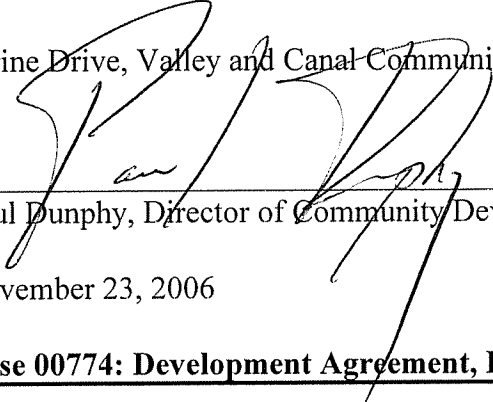


8.1

Marine Drive, Valley and Canal Community Council

~~January 30, 2007~~
February 21, 2007

TO: Marine Drive, Valley and Canal Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: November 23, 2006

SUBJECT: Case 00774: Development Agreement, Enfield

ORIGIN

Application by John and Karen Gilligan to enter in to a development agreement for PID# 00514513, 6570 Highway 2, Enfield.

RECOMMENDATION

It is recommended that Marine Drive, Valley and Canal Community Council:

1. Move Notice of Motion to consider the proposed development agreement, and schedule a public hearing. *January 30, 2007*
2. Approve the development agreement as set out in Attachment "A" to permit the establishment of a commercial recreation use (equestrian facility).
3. Require that the development agreement be signed and registered within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Site Description: The site is located at 6570 Highway 2 (PID#00514513), near the intersection of Highway 2 and Springgreen Drive. The site is 28.32 hectares (70 acres) in size and is a mix of pasture and forest. The property is comprised of a large drumlin or hill with the crest of the hill located roughly in the centre of the property. The property slopes west and north towards Highway 2 and slopes toward Grant Road and Stage Road in the east (Map 1). The site contains no watercourses. Permits have been issued for construction of a single family residence on the site.

Designation and Zoning: The site is:

- subject to the policies and provisions of the Shubenacadie Lakes Municipal Planning Strategy (MPS) and Land Use By-law (LUB) (Attachment “C”);
- located within the Residential Designation (Map 1), which is intended to provide for a low density residential environment;
- zoned R1-E(Residential Estate) Zone (Attachment “D”/ Map 2) which permits low density residential uses and small scale keeping of hooved animals such as horses;

Surrounding Land Uses: Lands located immediately to the north, south and east of this site are currently developed as single unit homes and zoned a variety of zones including R-1b (suburban Residential), R-6 (Rural Residential) and R-1e (Residential Estates). Lands to the west are zoned R-1e (Residential Estate) Zone and currently undeveloped. Several properties in the immediate area are developed as small scale horse farms.

Proposal: The proposal is to enter in to a development agreement (Attachment “A”) to allow for the construction of a horse barn of up to 7500 square feet (696 m²) in size and riding arena of up to 22,000 square feet (2043 m²) in size. Staff define this use as a commercial recreation use.

Enabling Policy: Policy P-91 of the Shubenacadie Lakes MPS allows Council to consider a development agreement for commercial recreation uses within the Residential designation subject to a review of relevant issues. MPS policies are attached as Attachment C.

DISCUSSION

Staff have identified the following areas for discussion as required by the Shubenacadie Lakes Municipal Planning Strategy: A draft development agreement is attached as Attachment “A”.

Commercial Recreation - Policy Intent

The Shubenacadie MPS allows Council to consider commercial recreation uses by development agreement subject to a review of local issues and policy P-91 (Attachment “C”). The plans main concern is the integration of these uses with surrounding residential uses. The plan identifies noise, traffic and dust as the primary concern.

The plan policy also allows Council to consider a broad range of review criteria prior to making a determination on a proposed development agreement.

Issues

Staff have identified the following areas for a more detailed discussion:

Physical Suitability of Site for Development : The proposed development is a large parcel of land of approximately 70 acres (28 ha.). The site is forested and cleared as fields. A small wetland is identified by the Regional Plan in one corner of the site. A site investigation indicated no such wetland exists at that location and that there are no significant features which would preclude development. Staff has reviewed the size of the site and the space requirements for the barn and riding arena. Staff is of the opinion that the proposed site is more than adequate for the proposed land use.

Odour Control: The keeping of horses generally produces minimal odour if manure is handled appropriately. Typically manure which is composted as proposed by the applicant produces no odour. Some odour can be generated during initial storage prior to being composted however the amount of manure stored in this manner is typically small. The proposed development agreement requires that setbacks recommended in *N.S. Manure Management Guidelines (2006)* be adhered to and that several best practices be observed for the storage of manure.

Insects: Proper storage of manure minimizes the number of breeding insects. The main concern is keeping manure dry. The proposed development agreement requires that any large scale manure storage be covered to prevent additional water from entering the storage area thus preventing conditions which are desirable for the breeding of flies.

Contamination of Ground Water: Several attendees at the Public Information Meeting identified a concern over possible ground water contamination. The main concern is leachate from manure piles. The proposed development agreement requires leachate treatment for large piles and requires that the manure be covered to minimize the amount of water entering a pile. Furthermore, setback requirements for manure storage from water supplies are included in the proposed agreement which meet the provincial guidelines.

Traffic: The proposed site is near the Enfield exit of Highway 102. There is good road access in the area and there are no known issues. The proposed use will directly access Highway 2 and will not access local subdivision roads. The proposed land use is not anticipated to generate significant amounts of traffic.

Compatibility of the Proposed Use with Surrounding Residential Area: Many of the surrounding residential properties are zoned to allow for the small scale keeping of hooved animals such as horses. The proposed use is similar in nature except the proposed building are larger in size than permitted by the zone. The intensity of development is actually less than permitted by the by-law. In theory the subject property could be subdivided to create 60 lots which could house at least one

horse per lot. The proposed development allows for a maximum of thirty-five horses on the entire property.

The location of the barn and riding arena are roughly in the centre of the property and are separated from adjacent homes by at least 300 m (1000 feet). Given the size of the property, staff anticipates the impacts of such a development will be minimal.

Public Information Meeting: A public information meeting was held on February 27, 2006 (see Attachment B). Approximately 21 members of the public attended this meeting. Should Community Council decide to proceed with a public hearing on this application, in addition to published newspaper advertisements, property owners in the immediate area will be individually notified as shown on Map 3. The same notification area will be utilized for any future Public Hearing unless Council recommends changes to the notification area at the time it moves notice of motion.

Halifax Waters Advisory Board: The proposed application was not reviewed by the board as the proposed barn and riding arena are located in excess of 1300 feet (400m) from the closest watercourse.

Conclusion

Staff have reviewed the proposed development agreement under the provisions of the Shubenacadie Lakes MPS. It is the opinion of staff that the proposed development meets the policy intent and that all issues are reasonably dealt with through the proposed development agreement. Staff are satisfied that the proposed commercial recreation uses is reasonably compatible with the adjacent land uses. Concluding, staff recommend that the proposed development agreement, attached as Attachment A, be approved by Marine Drive, Valley and Canal Community Council.

BUDGET IMPLICATIONS

None

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Council may choose to approve the proposed development agreement. This is the recommended course of action.
2. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff is satisfied that the proposed development agreement is consistent with the policies and intent of the MPS.

3. Council may choose to alter the terms of the proposed development agreement. This may necessitate further negotiations with the applicant and additional report(s). In the event substantive revisions are requested subsequent to advertising for a public hearing, an additional public hearing may be required .

ATTACHMENTS


Map 1	Generalized Future Land Use
Map 2	Zoning
Map 3	Notification Map
Attachment "A"	Proposed Development Agreement
Attachment "B"	Minutes from Public Information Meeting
Attachment "C"	Relevant MPS and Regional Plan Policy
Attachment "D"	Zone Requirements - R1-E (Residential Estate) Zone

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Andrew Bone, Planner, Planning and Development Services, 869-4226



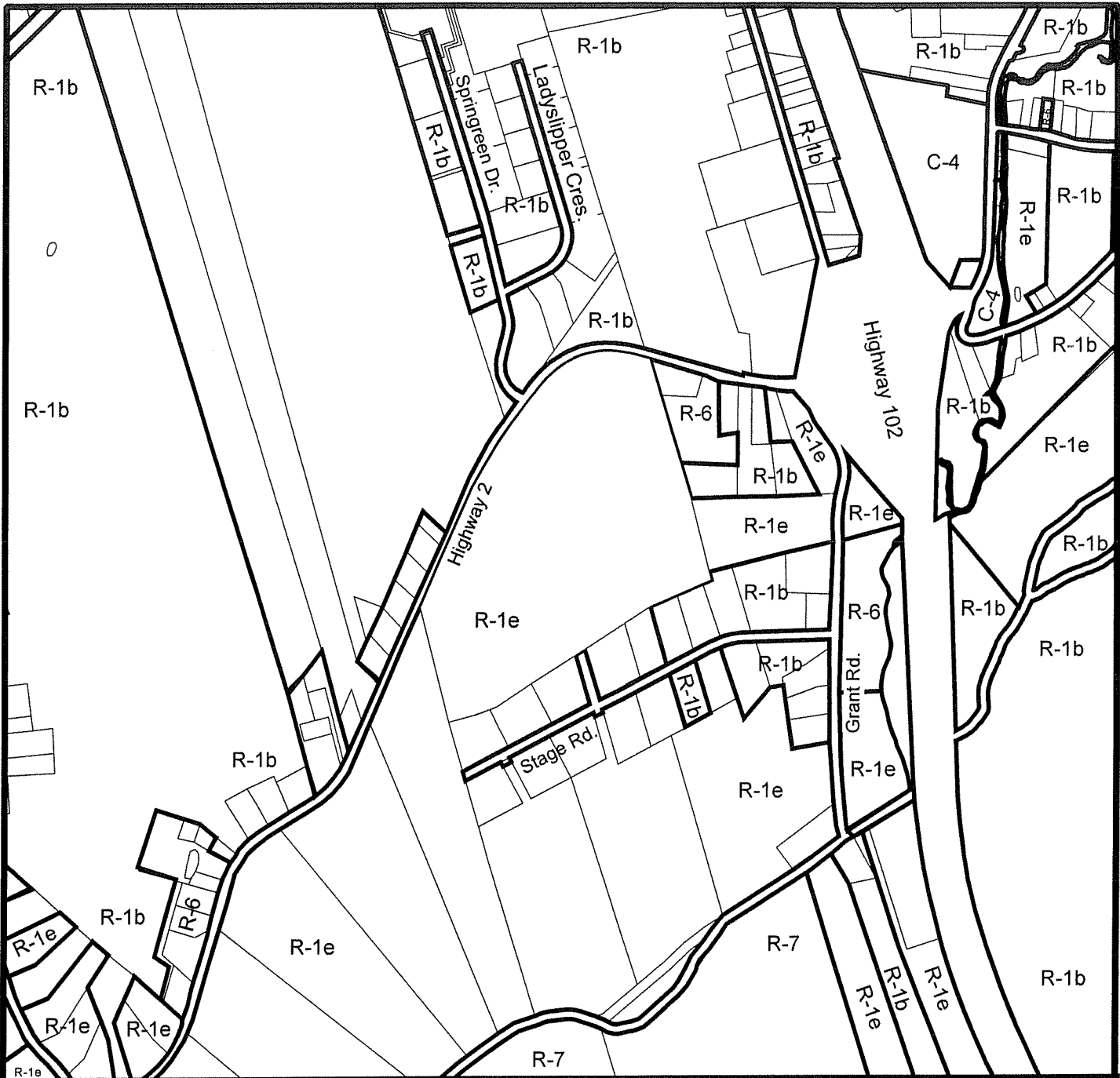
Map 1
Generalized Future Land Use

 Subject Property



- R Residential Designation
- CC Community Centre Designation
- RE Resource Designation





**Map 2
Zoning**

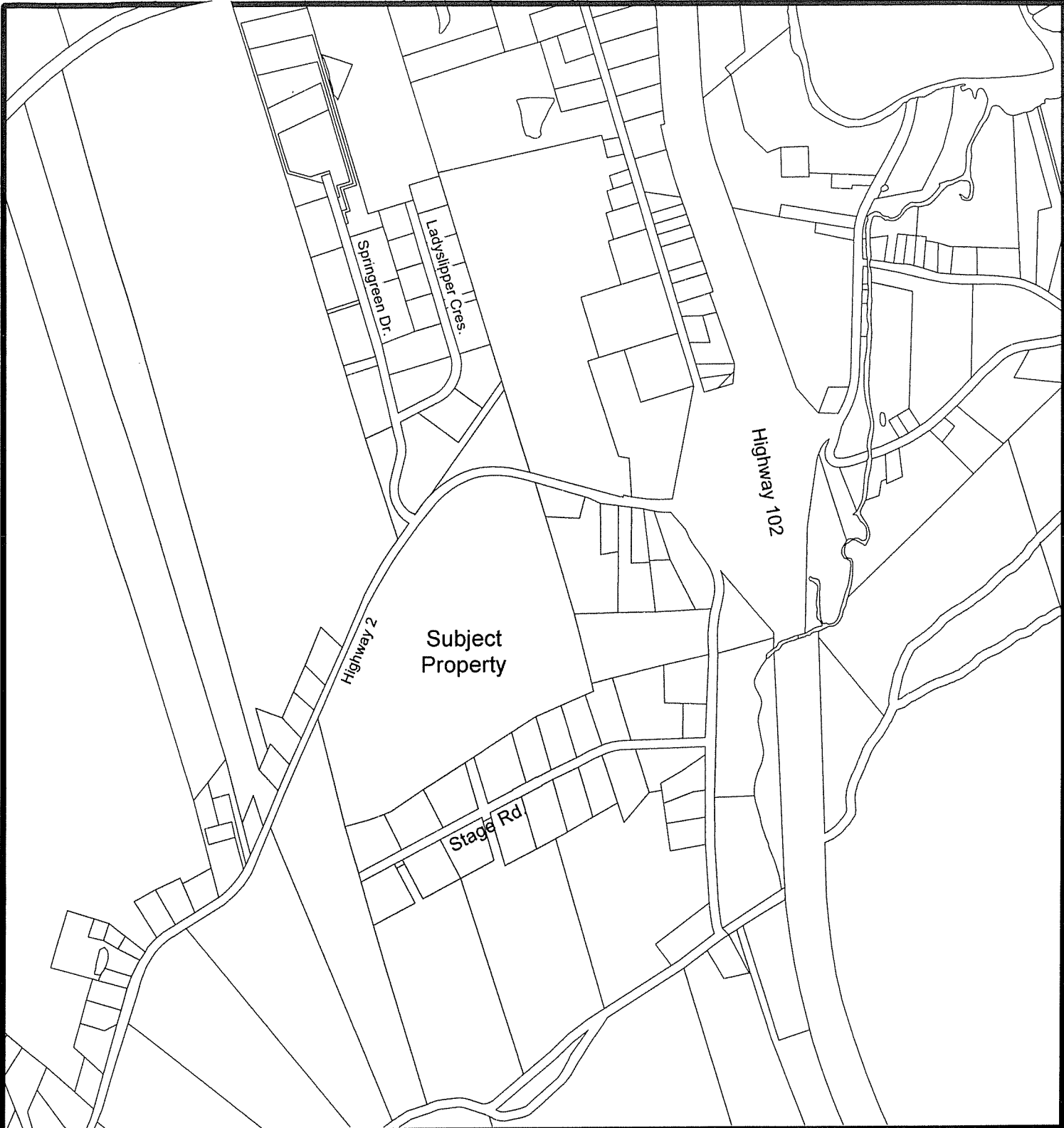
 Subject Property



R-1b Suburban Residential Zone
 R-1e Residential Estate Zone
 R-6 Rural Residential Zone

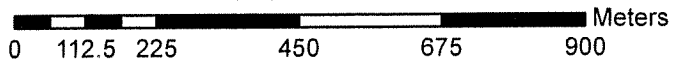
R-7 Rural Estate Zone
 C-4 Highway Commercial Zone





Map 3
Notification

 Notification Area



PART 2: GENERAL REQUIREMENTS AND ADMINISTRATION

2.1 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.

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Planning District 14 and 17 (Shubenacadie Lakes) Land Use By-law and the Subdivision By-law, as may be amended from time to time.

2.3 Applicability of Other Bylaws, Statutes and Regulations

Further to Section 2.2, 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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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 HRM 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.

2.4 Conflict

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.

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.

2.5 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 regulations, by-laws or codes applicable to any lands owned by the Developer.

2.6 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 3: DEFINITIONS

3.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use Bylaw and Subdivision Bylaw.

PART 4: USE OF LANDS AND DEVELOPMENT PROVISIONS

4.1 SCHEDULES

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this agreement.

The schedules are:

- Schedule A Legal Description of the Lands(s)
- Schedule B Site Plan - Reference # 00774-01
- Schedule C Barn Floor Plans and Elevations - Reference # 00774-02 through 00774-04
- Schedule D Riding Arena Floor Plans and Elevations - Reference # 00774-05

4.2 Issuance of Permits

Prior to the issuance of a construction permit all of the following must be submitted to the Development Officer:

- (a) NS Department of Environment and Labour approval of the sewage disposal system as required by this Agreement;
- (b) Erosion and Sedimentation Control Plan prepared by a qualified person as required by this agreement.
- (c) Generalized Stormwater Management Plan for any water retention areas for fire purposes (if required) prepared by a qualified person as required by this agreement.

4.3 GENERAL DESCRIPTION OF LAND USE

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

- (a) equestrian facility, barn and riding arena, accessory apartment and any accessory uses with a maximum capacity of twenty-five horses. Further, additional horses may be permitted for personal purposes only provided the maximum number of horses does not exceed thirty five; and
- (b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Planning District 14 and 17 (Shubenacadie Lakes) Land Use Bylaw as amended from time to time and this agreement.

4.4 DETAILED PROVISIONS FOR LAND USE

4.4.1 Barn, Riding Arena and Equipment Storage Buildings

- (a) The proposed buildings shall be sited as generally illustrated on Schedule "B". Notwithstanding the previous statement, the equipment storage building and any other buildings other than the barn and riding arena may be located anywhere on the lot provided the buildings side, rear and front yards exceed 30 metres (100 feet).
- (b) The Development Officer, may approve minor changes to the terms of the agreement including, but not limited to the location, architectural design, floor plans and dimensions of the barn or riding arena provided the changes generally meet the intent of this Agreement. For further clarity, a reduction in building size and the resulting architectural revisions are considered a minor change under this agreement.
- (c) Accessory buildings shall be permitted as determined by the Land Use By-law for Planning District 14 and 17 (Shubenacadie Lakes) except the minimum setback for any accessory building from the property lines shall be 30 meters (100 feet). Furthermore, the placement of accessory buildings shall not be permitted in areas required as buffers by this agreement. Accessory Buildings shall meet the requirements of the Land Use By-law for Shubenacadie Lakes (Planning Districts 14 and 17) unless otherwise stated by this agreement.

4.4.2 Building Size

- (a) The footprint of the buildings shall not exceed an area of:
 - (i) 696 square meters (7500 square feet) for the barn;
 - (ii) 2043 square meters (22,000 square feet) for the riding arena;

- (iii) 279 square meters (3000 square feet) for the equipment storage.
- (b) The footprint of accessory buildings shall be as permitted by the Land Use By-law.

4.4.3 Building Height

- (a) The buildings shall not exceed 10.69 m (35 feet) in height.
- (b) The Development Officer shall determine the height of the structure as defined in the Land Use By-law for Shubenacadie Lakes (Planning Districts 14 and 17), as amended from time to time.

4.4.4 Building Design

- (a) The barn and riding arena shall be designed by a qualified Professional Engineer.
- (b) The barn and riding arena shall be designed and constructed as generally shown in Schedules C and D.

4.4.5 Parking and Access

- (a) A parking area for the barn and riding arena shall provide a minimum of 15 parking spaces or 1 space per 100 square feet of seating area of the riding area, whichever is greater. In addition one mobility disabled parking space shall be provided. The parking area shall be located adjacent the barn or riding arena.
- (b) All driveway accesses shall be located off Highway 2 as generally illustrated on Schedule "B" or as otherwise approved.
- (c) The driveway shall be certified by an engineer to be capable of accommodating fire apparatus.

4.4.6 Lighting

- (a) Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- (b) All exterior lighting shall be directed downward with fully shielded luminaries to prevent unnecessary glare.

4.5 LANDSCAPING

Fencing

4.5.1 The developer may provide fencing as required for privacy or for horse paddocks.

Private Trails

4.5.2 Trails for the commercial recreation use may be provided throughout the property provided they are not located within 20 m (66 feet) of a property line. Trails for personal use shall be permitted anywhere on the property.

Ponds

4.5.3 Ponds may be constructed to retain water for fire control or other purposes.

Reinstatement

4.5.4 All disturbed areas not used for fields, buildings, structures, walkways and parking areas shall be reinstated with trees, shrubs, grass or sod, or decorative ground covers including plants, mulch, or decorative stone.

Land Use Buffer Areas

4.5.5 Land Use Buffers areas shall be provided adjacent properties located on Stage Coach Road. This buffers shall maintain existing vegetation within 20 m (66 feet) of the property line. The Land Use Buffer areas shall be provided for the purpose screening and buffering on the Lands. Land Use Buffer area shall be identified at the time of detailed site and/or grading plan approval to maximize tree retention. All grading plans shall indicate areas where existing vegetation is to be maintained, areas to be protected from disturbance during the installation of services, construction of parking areas, construction of buildings, landscaping and any future activity on the lands unless otherwise specified in this agreement. The Land Use Buffer areas shall be clearly delineated on the Site Plan and Grading Plan and in the field prior to and during construction. Land required for driveway access shall not be subject to the buffer requirement. Land which forms part of a residential lot shall be exempt from this requirement.

4.5.6 If trees are removed or tree habitat damaged beyond repair within the buffer area, with the exception of those to be removed in accordance with Section 4.5.5, the Developer or the land owner shall replace each tree with two new trees of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer.

4.6 SIGNS

The sign requirements shall be accordance with the Shubenacadie Lakes (Planing Districts 14 and 17) Land Use Bylaw as amended from time to time.

4.7 OUTDOOR STORAGE AND DISPLAY

4.7.1 No outdoor storage other than considered accessory to the commercial recreation use or residential use shall be permitted on the Lands except for refuse containers.

4.8 MANURE STORAGE

4.8.1 Manure storage and manure composting on the Lands shall conform with the following separation distances:

- (a) 50 meters (165 feet) from any property line.
- (b) 100 meters (330 feet) from any off-site dwelling.
- (c) 200 meters (660 feet) from any church, school, government or municipal building.
- (d) 100 meters (330 feet) from any lake, brook or river.
- (e) 20 m (66 feet) from any ditch, intermittent stream or wetland.

4.8.2 Areas uses for manure storage or manure composting on the Lands which contain greater than five cubic meters of manure shall be:

- (a) covered to prevent excess water run off.
- (b) not located in paddock or pasture areas.
- (c) screened with fencing and (or) landscaping such that it cannot be directly viewed from adjacent properties.
- (d) be designed to capture or treat water run off through a leachate treatment system such as a grass infiltration area.

4.8.3 The composting of manure in excess of 60 m³ shall require a permit from the Department of Environment and Labour.

4.8.4 The location of the manure storage areas, paddocks and pasture shall be shown on all relevant plans submitted for municipal review such as the site grading plan.

4.9 MANURE SPREADING

4.9.1 Manure spreading shall not be permitted between December 1 and April 1 of any year.

4.9.2 Manure spreading shall not be permitted within 30 m (100 feet) of any dug or drilled well, within 3 m (10 feet) of any ditch or within 5 m (16.4 feet) of any brook, river or lake.

4.10 SUBDIVISION OF THE LANDS

4.10.1 Subdivision of the lands shall be permitted under the requirements of the Planning Districts 14 and 17 (Shubenacadie Lakes) Land Use By-law and in accordance with section 4.7.1 of this agreement.

4.11 HOURS OF OPERATION

4.11.1 Public use of the equestrian facility shall be between the hours of 8 a.m. and 9 p.m.

4.12 MAINTENANCE

4.12.1 The Developer shall maintain and keep in good repair all portions of the commercial recreation use on the Lands, including but not limited to, the interior and 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, garbage removal and snow removal/salting of walkways and driveways.

5.0 STREETS AND MUNICIPAL SERVICES

5.1 All construction 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.

5.2 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.

Private Water and Septic Systems

5.4 In accordance with Section 4.2, no construction permit for the barn or riding arena 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 systems for the proposed buildings.

Solid Waste Facilities

5.5 Refuse and recycling containers shall be confined to the loading areas of each building, and shall be screened with fencing and (or) landscaping if the refuse or containers can be directly viewed from adjacent properties.

6.0 ENVIRONMENTAL PROTECTION MEASURES

Stormwater Management Plans and Erosion and Sedimentation Control Plans:

- 6.1 The Developer shall engage a qualified professional to prepare a generalized Stormwater Management Plan prior to the construction of any ponds for water retention for fire purposes which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall all proposed erosion and sedimentation control measures and generalized stormwater management measures which are to be in place prior to and during development.
- 6.2 A stormwater management plan shall be prepared which conforms with:
- (a) the schematics presented on Schedule "B"; and
 - (b) the requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual.
- 6.3 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for the construction of the barn and riding arena. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment and shall include means to deal with subsurface flows. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.
- 6.4 Prior to the issuance of Topsoil Removal Permit, the Developer shall post security in the amount of \$2500 in securities required for the Topsoil Removal Permit, to ensure that all environmental protection measures are properly implemented and maintained. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of Landscaping security bond whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the Erosion and Sedimentation Control measures to the satisfaction of the Development Officer, in consultation with the Development Engineer shall be cashed and deposited to the Municipality.

- 6.5 The Developer agrees to construct at its own expense the Stormwater Management System (if required) which conforms to the approved concept design pursuant to this section.

Failure to conform to Plans

- 6.6 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 6.0, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.
- 6.7 Further, the Municipality may redeem the provided security and undertake the required measures as deemed appropriate, including but not limited to:
- (a) the installation of appropriate on-site and off-site erosion and sedimentation control measures and interim stormwater management measures to ensure compliance with the approved plans;
 - (b) protection and stabilization of exposed surfaces and stockpiles of materials prior to anticipated rain events; and
 - (c) the identification and remediation of any sedimentation which has occurred on the Municipality's property or within an the Municipality's storm water system, and the installation of temporary measures as may be approved by the Nova Scotia Department of Environment and Labour to reduce the potential for introduction of suspended solids into any watercourse.

7.0 AMENDMENTS

7.1 Substantive Amendments

Amendments to any matters not identified under Section 7.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

7.2 Non-Substantive Amendments

7.2.1 The following items are considered by both parties to be not substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act:

- (a) increase in the number of horses permitted by this agreement;
- (b) major increase in the size of the barn or riding arena;
- (b) major change in the location of the barn or riding arena;

7.2.2 In considering the approval of a non-substantive amendment under Section 7.2, property owners within 152m (500ft) of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

8.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developers agree 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 Developers. The Developers 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 Developers agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.

8.2 Failure to Comply

If the Developers fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (1) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developers from continuing such default and the Developers hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy; and/or
- (2) 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 development 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 Property and be shown on any tax certificate issued under the Assessment Act.
- (3) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (4) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement; and/or

8.3 Environmental Protection

In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Agreement.

9.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

9.1 Registration

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

9.2 Subsequent Owners

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

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

9.3 Commencement of Development

9.3.1 In the event that construction on (or development of) the Lands has not commenced (or deemed complete) within five years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

9.3.2 For the purposes of this section, commencement shall mean completion of the footings for the proposed building.

9.3.3 If the Developer(s) fails to complete the development, or after 7 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

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

9.4 Completion of development

Upon the completion of the development or portions thereof, or within/after 7 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;



Schedule "B"
Site Plan

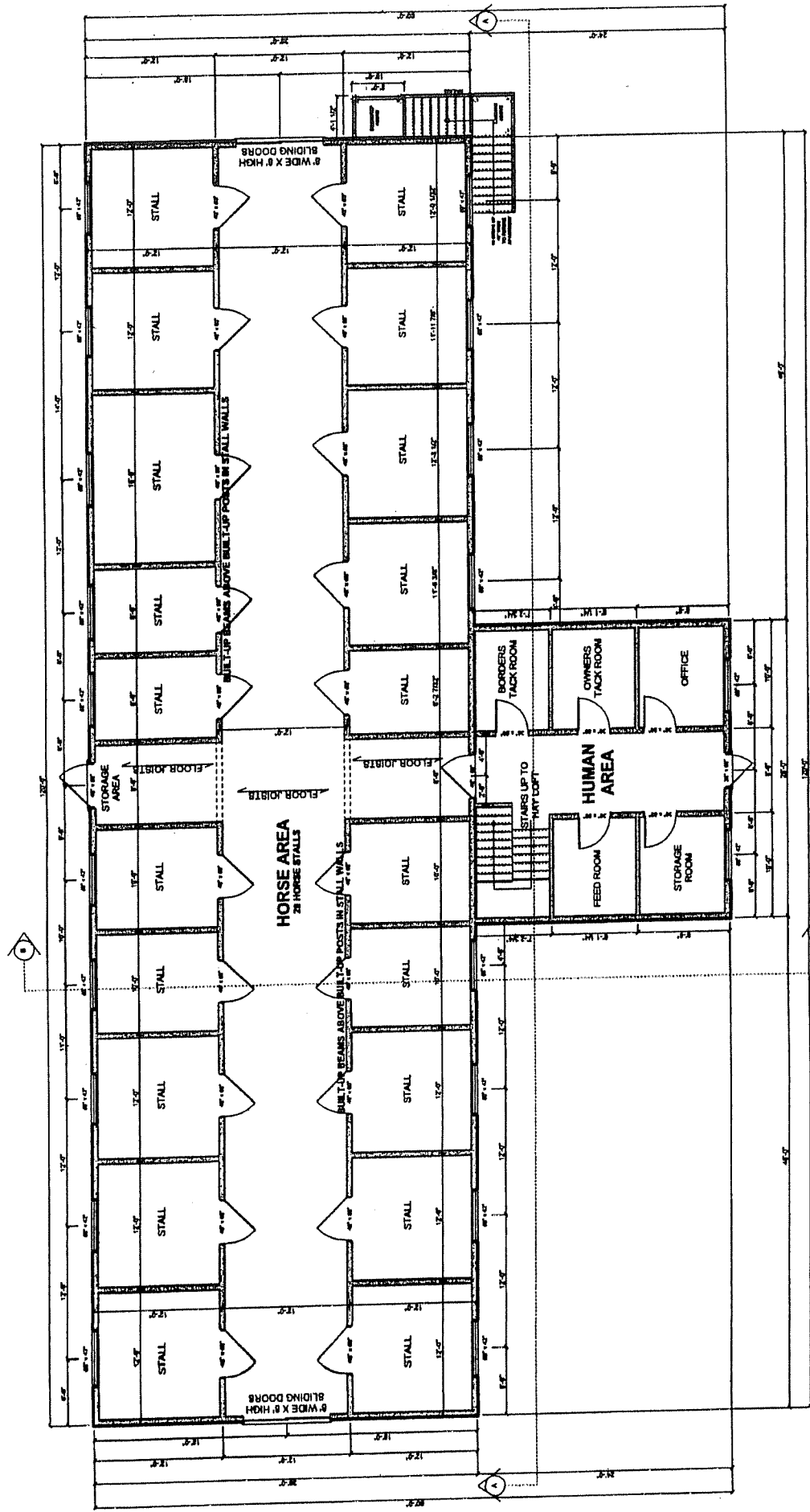
— Subject Property



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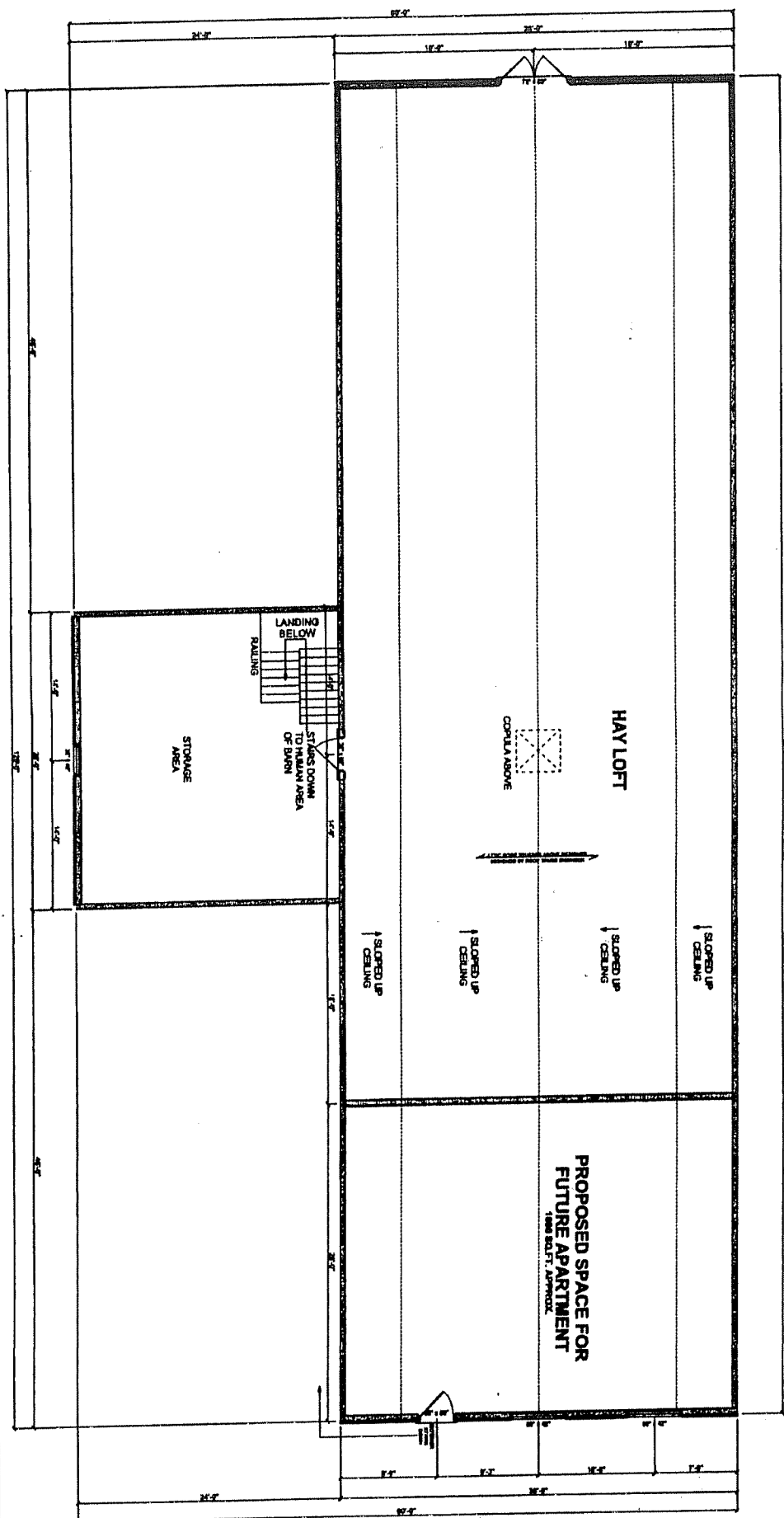


Schedule C - Barn Floor Plans and Elevations 1 of 3



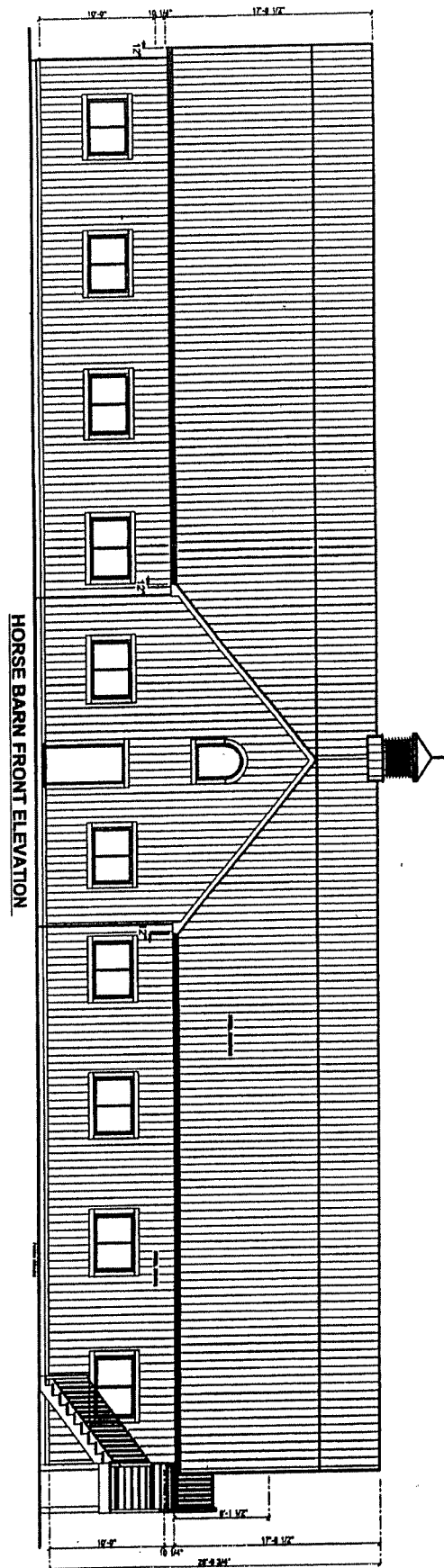
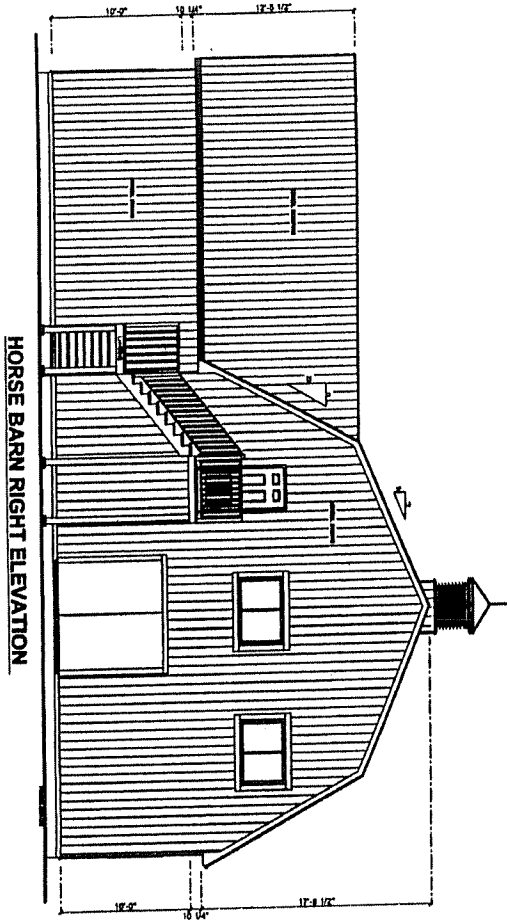
PROPOSED HORSE BARN	
FLOOR PLAN	DATE: 11/15/2011
	SCALE: 1/8" = 1'-0"
	DRAWN BY: [Name]
	CHECKED BY: [Name]
	PROJECT NO.: [Number]

00774-02



PROPOSED HORSE BARN
 HAYLOFT FLOOR PLAN
 PLAN FOR 2021.1 NUMBER 01/2021

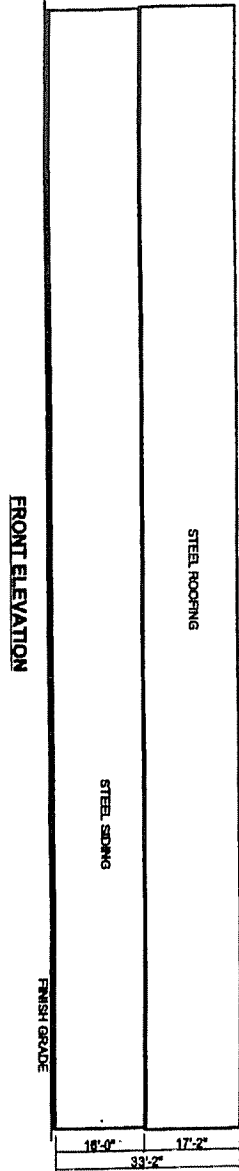
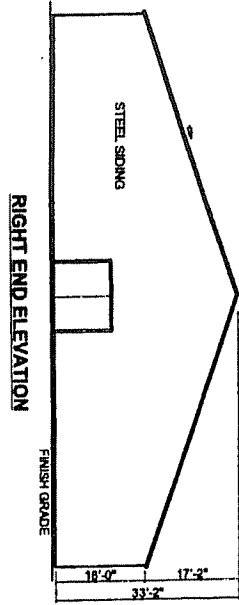
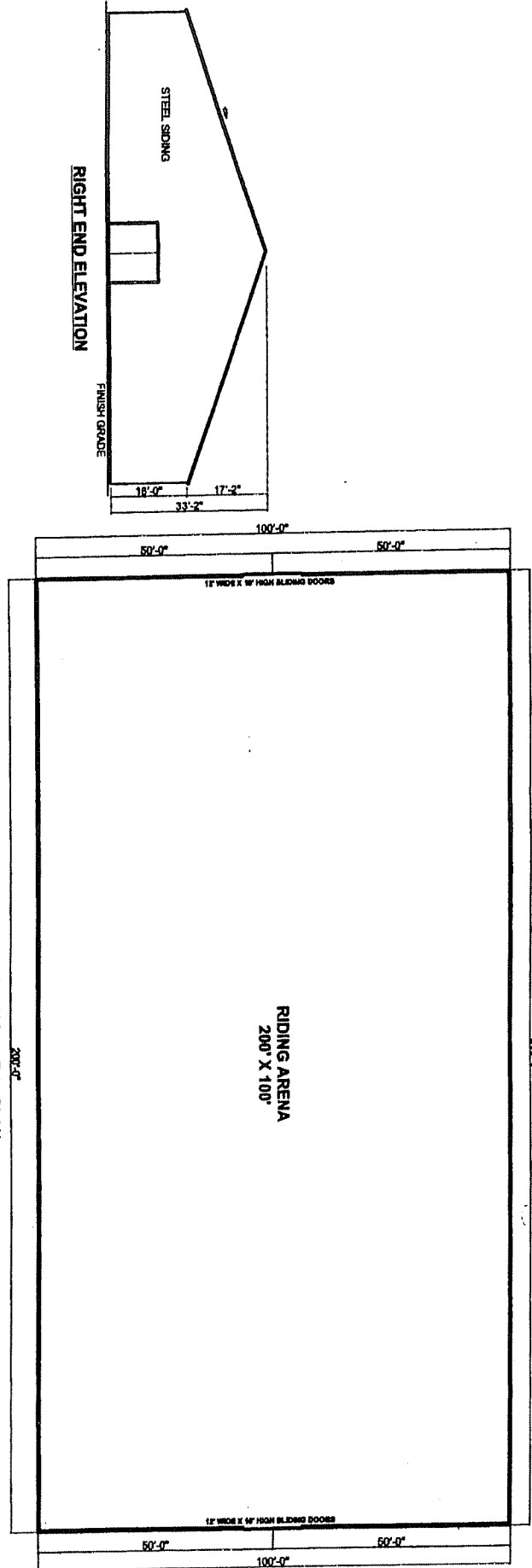
00774-03



PROPOSED HORSE BARN
 FRONT & RIGHT ELEVATIONS
 PLANS FOR 2004 ELEVATION

00774-04

Schedule D - Riding Arena Floor Plan and Elevation



PROPOSED RIDING ARENA	
DATE	10/10/2014
PROJECT NO.	00774-05
CLIENT	MR. & MRS. JAMES H. HARRIS
DESIGNER	DAVID L. HARRIS
CHECKER	DAVID L. HARRIS
SCALE	AS SHOWN
PROJECT LOCATION	1000 S. 1000 E. SALT LAKE CITY, UT 84143
PROJECT DESCRIPTION	PROPOSED RIDING ARENA
DATE PLOTTED	10/10/2014 10:10 AM

00774-05

Attachment "B"
Minutes from Public Information Meeting -February 27, 2006

HALIFAX REGIONAL MUNICIPALITY
PLANNING SERVICES - SACKVILLE OFFICE
PUBLIC INFORMATION MEETING
CASE NO. 00774 - JOHN AND KAREN GILLIGHAN

7:00 p.m.
Monday, February 27, 2006
Oldfield Consolidated School, Enfield

STAFF: Andrew Bone, Planner
Cara McFarlane, Administrative Support

APPLICANT: John and Karen Gillighan, Applicant

OTHERS IN ATTENDANCE: Councillor Krista Snow, District 2

MEMBERS OF THE PUBLIC: 21

The meeting commenced at approximately 7:00 p.m.

Andrew Bone, Planning Services

Mr. Bone introduced himself as the Planner assigned to this application; Krista Snow, Councillor for District 2; and Cara McFarlane, Administrative Support, taking the minutes.

Mr. Bone explained that the application is a request to enter into a development agreement to allow for an equestrian facility on the property located at PID #00514513, Highway 2, Enfield. The Municipal Planning Strategy (MPS) for Planning Districts 14 and 17 allows Council to consider a commercial recreation use in the area.

Mr. Bone explained what a development agreement is and the what the process entails.

The approval of the development agreement for this application will be at the discretion of the Marine Drive, Valley and Canal Community Council once the public hearing has been held. This type of application typically takes approximately four to six months to process.

Mr. Bone showed where the site is located (on overhead). The site is 70 acres in size and a significant portion of road frontage is on Highway #2.

Presentation - John and Karen Gillighan

A computer rendition of the equestrian facility was shown.

The Gillighan's plan is to construct an equestrian facility where they will provide riding lessons and a place to board horses. The facility will be 4900 +/- square feet with 22 stalls. There will be a 100 x 200 foot covered riding arena. The pasture will be fenced and trails on the property. The residence will be 2500 +/- square feet.

Different views of the site were shown on the screen. The site is 70 acres with 2640 foot of road frontage. An aerial view of the site was shown to the public.

A concrete compost will be on site to eliminate odors and pests.

There will only be twelve boarders at a time; therefore, traffic will not be an issue.

The site will be fenced with green pastures. The 70 acre property will have one owner as opposed to a subdivision with many owners. The community can take advantage of the facility for exercise and recreation.

Questions and Comments

One resident from Stage Road asked how many horses could the 70 acres accommodate. Ms. Gillighan believed there was a restriction of one horse per acre. Mr. Bone will look into the number. When the resident bought his property, farm animals were not allowed. He does not support the application as he already lives near horses and does not appreciate the smell of the untreated horse manure and urine. The prevailing winds blow over the subdivision and the smell of manure is horrible as well as the horseflies. The winds won't affect the subject property. What will happen when the property is sold? He has been after HRM to do something about this issue for 15 years to no avail. There have been times when horses have escaped making it a dangerous situation being so near to the highway.

Ms. Gillighan appreciates the resident's concerns but mentioned that the property is 1200 feet from the nearest neighbour. With or without the approval of this application, horses are allowed.

Mr. Bone said the development agreement that is negotiated for this property will stay with the land and any new property owners. The new owners could apply for an amendment. If they did, another public process would have to be followed. The zoning in this area does allow for horses. The final decision will be at the discretion of Council.

One resident said the trees will act as a buffer and barrier. Mr. Gillighan said their current residence is on a five acres lot in the middle of a subdivision and they haven't had any complaints of smell. Most people don't even know there are horses on the property. The pasture at the proposed site will be double fenced as well as an electric fence installed to avoid the horses escaping. Mr. Bone explained that setbacks and trees retained in certain areas can be controlled through the development agreement. The resident would like to see these controls put in the development agreement for protection in case the property is sold in the future.

One neighbour spoke in favour of the proposal saying the Gillighans have taken great pride in their property.

One resident asked if an environment assessment would be done on the property. Mr. Bone explained that typically one isn't done unless there is a concern. Department of Environment (DOE) will be consulted about the impact of manure on neighbouring properties and wells and what procedures should be followed. The resident asked if the trails would be contained on the property to which Mr. Gillighan said they have to be if he doesn't want them opened up to ATVs. He may put up some barriers. This way the horses can jump them but at the same time block ATVs. The resident asked if there would be any runoff from the property. Mr. Gillighan said there would not be. The closes well would be 1200+ feet.

One resident heard that a developer was looking at the land to develop into one acre residential lots. He would prefer the 70 acres owned by one person to avoid the noise and increased traffic. Mr. Gillighan said to have 50 to 60 homes with 50 to 60 septic tanks would be worse than the composting.

One resident asked when the facility would be up and running. Mr. Gillighan hopes it will be in the Spring of 2007. This resident supports the proposal.

One resident asked what will be done to protect the water supply. Mr. Bone explained that the property is not in a serviced area; therefore, there are no central water and sewer services to the land.

Mr. Gillighan explained that the urine and manure is soaked up in fine sawdust and put into a concrete area which turns to black earth within six months and there is no smell.

One neighbour said there is no smell from the Gillighan's current property. The horses have never escaped and the property is well kept.

A resident spoke in favor of the proposal. She has seven horses on seven acres and has never received any complaints.

Another resident supports the proposal.

Mr. Bone will direct the public's comments and concerns to outside agencies, including DOE, who will in turn give their comments. A staff report and recommendation to Council will be written. The staff report will include all issues discussed at this meeting.

Mr. Bone thanked everyone for attending the meeting and expressing their comments and views.

Adjournment

The meeting adjourned at approximately 7:38 p.m.

Attachment C Relevant MPS and Regional Plan Policy

Within the Plan Area, there are a number of larger commercial recreation uses which serve a more regional market. Golf courses are located at Goffs, Fall River and Oakfield and a private equestrian ring is located at Miller Lake. Given the substantial lake system within the Plan Area, there is also considerable potential for the development of marina facilities. As a result of the attractive natural environment, accessibility, and relatively lower land prices, pressures may exist for additional commercial recreation proposals.

While new commercial recreation uses can provide both local and regional benefits, it is important that such uses do not negatively affect either the natural or residential environments. Commercial recreation uses which create disturbances by reason of noise, dust, or excessive traffic are not to be encouraged. Since many such uses entail the use of large amounts of land or are intended to serve either a metropolitan or regional market, particular attention must be given to both the hours of operation and long-term maintenance, among other matters.

P-91 Within the Mixed Residential Designation, and the Residential Designation, it shall be the intention of Council to consider permitting the expansion of existing or the development of new commercial recreation uses according to the provisions of Sections 55, 66, and 67 of the Planning Act. In considering such an agreement, Council shall have regard to the following provisions:

- (a) the effects of the development on the natural environment as contained in a report from the appropriate provincial or federal government authority;
- (b) the volume, pattern, and projected impacts of any additional traffic created by the proposed use;
- (c) the manner by which solid and liquid waste will be treated;
- (d) that there are adequate fire protection measures for the proposed use;
- (e) that the hours of operation will not unreasonably interfere with the use of surrounding properties;
- (f) that the architectural design and scale of any building(s) is compatible with nearby land uses;
- (g) any other matters relative to the impact of the proposed use upon the community;
- (h) that proper separation distances and visual buffering from surrounding land uses is provided;
- (i) that the use does not involve racing, motorized vehicles or firearms; and
- (j) the provisions of Policy P-155.

P-154 The following uses shall only be considered subject to the entering into of a development agreement according to the Provisions of Section 55, 66 and 67 of the Planning Act.

- (b) within the Residential Designation:
 - (vi) commercial recreation uses according to Policy P-91;

- P-155 In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:
- (a) that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations;
 - (b) that the proposal is not premature or inappropriate by reason of:
 - (i) the financial capability of the Municipality to absorb any costs relating to the development;
 - (ii) the adequacy of central or on-site sewerage and water services;
 - (iii) the adequacy or proximity of school, recreation or other community facilities;
 - (iv) the adequacy of road networks leading or adjacent to or within the development; and
 - (v) potential for damage to or for destruction of designated historic buildings and sites.
 - (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;
 - (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage;
 - (v) signs; and
 - (vi) any other relevant matter of planning concern.
 - (d) that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility or flooding.
 - (e) Within any designation, where a holding zone has been established pursuant to “Infrastructure Charges - Policy P-64F”, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the “Infrastructure Charges” Policies of this MPS. (RC-July 2/02; Effective-Aug 17/02)

Regional Plan

- E-9 HRM shall, through the applicable land use by-law, establish a Wetlands Schedule to be used as a reference in determining the presence of wetlands 2000 m² or greater in area. On all applications for development approval, the by-law shall require the proponent to verify the existence and extent of any wetland shown on the schedule. The by-law shall prohibit development within any such wetland.

Attachment D
Zone Requirements - R1-E (Residential Estate) Zone

PART 9A: R-1E (RESIDENTIAL ESTATE) ZONE
(C-June 29, 1992 / M-August 6, 1992)

9.1A R-1E USES PERMITTED

No development permit shall be issued in any R-1E (Residential Estate) Zone except for the following:

Residential Uses

Single unit dwelling
Two unit dwellings
Business uses and the keeping of certain hooved animals in conjunction with permitted dwelling
Day care facilities for not more than fourteen (14) children In conjunction with permitted dwellings

Community Uses

Parks and open space uses except cemeteries
Recreation uses
Denominational institutions
Educational institutions and uses
Nursing homes
Residential care facilities
Government offices

9.2A R-1E ZONE REQUIREMENTS

In any R-1E Zone, where uses are permitted as Residential Uses, no development per it shall be issued except in conformity with the following

Minimum Lot Area

Central water and sewer services	10,000 square feet (929 m ²) per dwelling unit
Other	40,000 square feet (3716 m ²) per dwelling unit

Minimum Frontage

Central water and sewer services	75 feet (22.9m)
Other	100 feet (30.5m)

Minimum Front or Flankage Yard	30 feet (9.1m)
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Minimum Rear or Side Yard	8 feet (2.4m)
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Maximum Lot Coverage	35 percent
Maximum Height of Main Building	35 feet (10.7m)

9.3A OTHER REQUIREMENTS DAY CARE USES

Where day care facilities are permitted in any R-1E Zone, the following shall apply

- (a) Any daycare facility, with the exception of outdoor play space, shall be wholly contained within the dwelling which is the principal residence of the operator of the facility
- (b) No more than one (1) one self-illuminated sign shall be permitted for any day care facility and no such sign shall exceed four (4) square feet (0.87 m²) in area.
- (c) One (1) off-street parking space, other than that required for the dwelling, shall be provided.

9.4A OTHER REQUIREMENTS BUSINESS USES

Where a business use is permitted in any R-1E Zone, the following shall apply

- (a) Any dwelling which is used for such purposes shall be the principal residence of the operator of the business;
- (b) No more than one thousand (1,000) square feet (92.9 m²) of the combined gross floor area of any dwelling and all accessory structures shall be devoted to any business use and in no case shall any business use occupy more than fifty (50) percent of the gross floor area of the dwelling;
- (c) No mechanical equipment shall be used outside of any fully enclosed structure;
- (d) No outdoor storage or display shall be permitted;
- (e) One (1) off-street parking space, other than that required for the dwelling, shall be provided for every one hundred and fifty (150) square feet (1.39m²) of gross floor area devoted to any business use;
- (f) No business use shall be obnoxious as defined in Part 2.42 of this By-law; and
- (g) On any lot which does not have frontage on a public road or private road, business uses shall be restricted to office uses and the applicable requirements of Section 6.3 shall apply. (MC-Mar 14/94, SCC-Apr 12/94, E-May 7/94)

9.5A OTHER REQUIREMENTS KEEPING OF UNGULAE (HOOFED ANIMALS) FOR PERSONAL USE

No development permit shall be issued for any residential use which involves the keeping of ungulates (hoofed animals) for personal use except in conformity with the following

- (a) A minimum lot size of 40,000 square feet shall be required.
- (b) An enclosed structure for sheltering the ungulate(s) shall be constructed, located or otherwise placed on the same lot as the main dwelling.
- (c) No more than 1,000 square feet (92.9 m²) of any building shall be used for the keeping of ungulates, and no such building shall:
 - (i) be located less than 20 feet (6.2 m) from any rear or side lot line;
 - (ii) be located less than 100 feet (30.5 m) from any dwelling or potable water supply except a dwelling or potable water supply located on the same lot;
 - (iii) be located less than 300 feet (91.5 m) from any watercourse or waterbody.
- (d) Where an animal is to be sheltered in an existing accessory structure other than an existing accessory garage or vehicle shed, then the minimum rear or side yard required under clause (c)(i) may be reduced to eight (8) feet (2.4 m); and
- (e) For the purposes of this Part, "hoofed animals" shall be limited to ungulates with non-cleft hooves, including, but not limited to, horses, donkeys and mules.

9.6A OTHER REQUIREMENTS COMMUNITY USES

In any R-1E Zone, where uses are permitted as Community Uses, no development per it shall be issued except in conformity with the provisions of Part 22.