

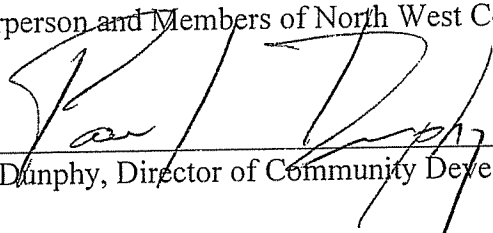
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PO Box 1749
Halifax, Nova Scotia
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North West Community Council
May 22, 2008

TO: Chairperson and Members of North West Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: April 28, 2008

SUBJECT: Case 00762: Development Agreement for Southgate Village, Bedford
South, Bedford

SUPPLEMENTARY REPORT

ORIGIN:

An application by Caohmin Consulting on behalf of Cresco Homes Limited to amend the Bedford Municipal Planning Strategy (MPS) and Land Use By-law (LUB) to enable a mixed use development (residential/commercial) at 820, 822, 824, 826 and 836 Bedford Highway.

On June 14, 2005 Regional Council initiated a process to consider amending the Bedford MPS and LUB for the above noted application. Further a Joint Public Hearing of Regional Council and North West Community Council was held on March 4, 2008. Subsequent to the hearing, Regional Council approved amendments to the Bedford MPS.

RECOMMENDATION:

It is recommended that North West Community Council:

1. Approve the proposed development agreement to permit a mixed use development including one single family home, twelve town houses, a forty-four unit residential building and a commercial building at at 820, 822, 824, 826 and 836 Bedford Highway as provided in Attachment A.
2. Approve the proposed discharging agreement to discharge the existing development agreement from PID #00360560, 836 Bedford Highway as provided in Attachment B.
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/DISCUSSION:

On March 4, 2008 North West Community Council held a joint public hearing with Regional Council. Regional Council approved an amendment to the Bedford Municipal Planning Strategy establishing policy to enable a mixed use development (residential/commercial) at 820, 822, 824, 826 and 836 Bedford Highway.

The MPS amendments have been reviewed by the Minister of Service Nova Scotia and Municipal Relations and are now in effect.

North West Community Council may now give consideration to approving the proposed development agreement to permit a mixed use development including one single family home, twelve town houses, a forty-four unit residential building and a commercial building at 820, 822, 824, 826 and 836 Bedford Highway as provided in Attachment A and discharging the previous development agreement as provided in Attachment B.

This report includes the proposed development agreement and discharging agreement which was circulated at the joint public hearing.

The discharging agreement removes a portion of an existing development agreement from the property which permits the development of a commercial building with 30,000 square feet of space. As commercial development of this scale is no longer desired by the land owner, the existing agreement should be discharged.

A full review of the proposed development agreement was previously provided to Council for the March 4, 2008 hearing as Case 00762 - Amendments to the Bedford MPS/LUB and Development Agreement (Southgate Village), October 24, 2007 and Case 00762 - Supplementary Report - Amendments to the Bedford MPS/LUB and Development Agreement (Southgate Village), November 16, 2007.

Staff are recommending the development agreement and discharging agreement be approved as provided Attachments A and B.

BUDGET IMPLICATIONS

There are no budget implications at this time. The Developers 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, 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 and discharging agreement as provided in Attachment A and B. This is the recommendation.
2. Alternatively, Council may choose to refuse to approve the proposed development agreement and discharging agreement as provided in Attachment A and B. This is not recommended.
3. Council may choose to amend the proposed development agreement. This action may require additional negotiation with the applicant.

ATTACHMENTS:

Attachment A	Development Agreement
Attachment B	Discharging Agreement

DOCUMENTS AVAILABLE UPON REQUEST:

Case 00762 - Amendments to the Bedford MPS/LUB and Development Agreement (Southgate Village), October 24, 2007

Case 00762 - Supplementary Report - Amendments to the Bedford MPS/LUB and Development Agreement (Southgate Village), November 16, 2007.

A copy of this report can be obtained online at <http://www.halifax.ca/comuncoun/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 : Andrew Bone, Senior Planner, Community Development 869-4226



Report Approved by: Austin French, Manager of Planning Services, 490-6717

ATTACHMENT "A"

Development Agreement

Development Agreement

THIS AGREEMENT made this day of , 2008

BETWEEN:

BABYLON DEVELOPMENTS LIMITED

and

T&H INVESTMENTS INC.

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 820, 822, 824, 826 and 836 Bedford Highway and 1 Glenmont Avenue, Bedford and identified as PID#'s 00360560, 00430025, 00430017, 00430033, 00429977 and 00430058 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 mixed use development on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policy(ies) RN-3A of the Bedford South Secondary Planning Strategy of the Bedford Municipal Planning Strategy;

AND WHEREAS the North West Community Council approved this request at a meeting held on [INSERT - Date], referenced as Municipal Case Number 00762;

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 and use of the Lands shall comply with the requirements of the Bedford Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or 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.

1.4 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.

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 regulations, by-laws or codes applicable to any 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 Definitions

All words/terms unless otherwise specifically defined herein shall be as defined in the Bedford Land Use Bylaw and Regional Subdivision Bylaw.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 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 and plans filed with the Halifax Regional Municipality as Case Number 00762:

The schedules are:

- Schedule A: Legal Description of the Lands(s)
- Schedule B: Site Plan (00762-22)
- Schedule C: Site Sections (00762-19/20)
- Schedule D: Condominium - Elevations (00762-14)
- Schedule E: Commercial Building - Elevations/Sections (00762-15)
- Schedule F: Townhouses - Concept Plan (00762-16)
- Schedule G: Townhouses - Elevations/Sections (00762-17)
- Schedule H: Rendering (00762-18)
- Schedule I: Architectural Requirements and Lot Provisions
- Schedule J: Servicing Schematic (00762-23)
- Schedule K: Erosion and Sedimentation Control Plan (00762-24)
- Schedule L: Lighting Guidelines

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Grade Alteration Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Post securities in accordance with Section 5.5 of this Agreement.

3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Lighting Plan in accordance with this Agreement (Section 3.7);
- (b) Landscaping Plan in accordance with this Agreement (Section 3.9);

3.2.3 Prior to the issuance of a Construction Permit for the multiple unit residential building or the commercial building, the Developer shall proceed through the MICI (Multi- Unit, Institutional, Commercial and Industrial) process.

- 3.2.4 Prior to the issuance of the first Municipal Occupancy permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Written confirmation from the Development Engineer indicating compliance with Section 4 this Agreement (secondary services);
 - (b) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement (Section 5.3);
 - (c) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement (Section 5.3);
 - (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to this Agreement (Section 3.9);
 - (e) Completion of the "Amenity and Recreation Space" required by this Agreement (Section 3.8);
 - (f) Certification from a qualified professional indicating that the Developer has complied with the Lighting Requirements required pursuant to this Agreement (Section 3.7); and
 - (g) Certification from a qualified professional indicating that the Developer has constructed the Bedford Highway Sidewalk required pursuant to this Agreement (Section 3.6);
- 3.2.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) one Multiple Unit Residential Building with a maximum of 44 units;
- (b) one Commercial Building;

- (c) twelve Townhouses units; and
- (d) one Single Unit Dwelling

3.3.2 Any uses permitted within the applied zone on the Lands subject to the applicable provisions contained within the Land Use Bylaw for Bedford as amended from time to time.

3.4 Phasing

3.4.1 Phasing shall comply with the following conditions and sequences:

- (a) The Commercial Building, Townhouses, and Single Unit Dwelling may be constructed and Occupancy Permits issued prior to the interchange at Highway 102 being constructed and connected to Larry Uteck Boulevard or the financing for the interchange and road has been secured.
 - (b) The Multiple Unit Building shall be constructed after the interchange at Highway 102 has been constructed and connected to Larry Uteck Boulevard or the financing for the interchange and extension of Larry Uteck Boulevard has been secured, as determined by the Development Engineer.
- 3.4.2 Notwithstanding 3.4.1, final subdivision approval may be granted for all development prior to the interchange being constructed and connected to Larry Uteck Boulevard or the financing for the interchange and road has been secured.

3.5 Detailed Provisions for Land Use

3.5.1 Multiple Unit Building

- (a) the multiple unit building shall be located as generally illustrated on Schedule "B".
- (b) No multiple unit building shall be constructed except in conformance with the lot provisions and the architectural requirements for the multiple unit building as identified in Schedule "B" and "I" and relevant sections of this Agreement.
- (c) An applications for a development permit for multiple unit dwelling shall include the following information and shall require the approval of the Development Officer:
 - (i) proposed design including elevation drawings and signage, and materials to be used;
 - (ii) yard dimensions and measures to buffer adjacent uses;
 - (iii) parking area layout, lighting, recycling facilities and landscaping;
 - (iv) provisions of useable amenity space (indoor and outdoor);

- (v) municipal services;
- (vi) grading and drainage plan;
- (vii) erosion and sedimentation control plan;
- (viii) vehicular and pedestrian access;
- (ix) landscaping and maintenance plan including snow storage area; and
- (x) non-disturbance areas as identified on Schedule "B".

3.5.2 The Developer shall be entitled to modify the internal floor plans of the multiple unit building and the configuration of internal units provided (a) the number of units and building size has not increased, (b) the exterior appearance of the building is not significantly altered, and (c) the required amenity space is met. These changes shall be permitted provided, in the opinion of the Development Officer, the changes are minor in nature and where the Building Official has determined compliance with the Building Code.

3.5.3 Commercial Building

- (a) The Commercial Building shall be located as generally illustrated on Schedule "B".
- (b) The Commercial Building shall be constructed in conformance with the lot provisions, architectural drawings and the architectural requirements for the Commercial Building as identified in Schedule "B", "E" and "I" and relevant sections of this Agreement. Notwithstanding Schedule "I", the roof structure may include the turret as shown on Schedule "E".
- (c) An applications for a development permit for the Commercial Building shall include the following information and shall require the approval of the Development Officer:
 - (i) proposed design including elevation drawings and signage, and materials to be used;
 - (ii) yard dimensions and measures to buffer adjacent uses;
 - (iii) parking area layout, lighting, recycling facilities and landscaping;
 - (iv) provisions of useable amenity space (indoor and outdoor);
 - (v) municipal services;
 - (vi) grading and drainage plan;
 - (vii) erosion and sedimentation control plan;
 - (viii) vehicular and pedestrian access;
 - (ix) landscaping and maintenance plan including snow storage area; and
 - (x) non-disturbance areas as identified on Schedule "B".

(d) The Commercial Building shall contain a maximum floor space of 16,000 square feet.

3.5.4 The uses(s) permitted within the Commercial Building, as defined within the Bedford Land Use Bylaw are as follows:

- (a) business and professional offices;
- (b) medical, veterinary, and health service clinics; outdoor kennels associated with veterinary clinics are prohibited;
- (c) café / restaurant to a maximum of 1000 square feet of dining space;
- (d) food stores;
- (e) general retail;
- (f) personal and household service shops (exclusive of massage parlors);
- (g) banks and financial institutions;
- (h) daycare facilities, nursery school, early learning centre; and
- (i) uses accessory to the foregoing uses.

3.5.5 Townhouses

- (a) The Townhouse units shall be located as generally illustrated on Schedule "B" and "F".
- (b) The Townhouse units shall be constructed in conformance with the lot provisions and the architectural requirements for Townhouses within as identified in Schedule "B", "F" and "I" and relevant sections of this Agreement.
- (c) All applications for development permits for the Townhouses shall include the following information and shall require the approval of the Development Officer:
 - (i) the proposed design, exterior appearance and material, elevation drawings and signage;
 - (ii) yard dimensions and measures to buffer adjacent uses;
 - (iii) parking area layout, lighting, recycling facilities and landscaping;
 - (iv) provisions of useable amenity space (indoor and outdoor);
 - (v) municipal services;
 - (vi) grading and drainage plan;
 - (vii) erosion and sedimentation control plan;
 - (viii) vehicular and pedestrian access;
 - (ix) landscaping and maintenance plan; and
 - (x) non-disturbance areas as identified on Schedule "B".

3.5.6 Townhouse sites may be maintained and/or managed by a single legal entity such as a Condominium Corporation, or an equivalent.

3.5.7 The facades of the townhouse units shall be generally architecturally consistent with each other.

3.5.8 The Municipality shall not be responsible for driveway maintenance and snow removal for the townhouses. If developed as a condominium or under single ownership, the

responsibility for garbage collection shall rest with the condominium corporation or the property owner.

3.5.9 All Townhouses units shall have driveway access from Glenmont Avenue.

3.5.10 The Development Officer may approve unenclosed structures attached to a main building such as verandas, decks and porches and steps, mobility disabled ramps, to be located within the minimum front, side and rear yards provided the provisions of the Bedford Land Use Bylaw as amended from time to time for such structures are adhered to.

3.5.11 The Developer agrees, at its own expense, to ensure the placement of recycling containers and organic composters (i.e green carts) are not visible from street frontage or driveway by means of either (a) including them within the dwelling, (b) constructing a corral area of lattice wood (or acceptable equivalent) and shrubs or (c) integrating a corral area into the front facade of each unit.

3.5.12 Single Unit Dwelling

The single unit dwelling shall meet the requirements of the Residential Single Unit (RSU) Zone of the Bedford Land Use By-law, as amended from time to time and as generally shown on Schedule "B".

3.6 Parking, Circulation and Access

3.6.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on the Schedules. The Developer agrees that the parking on the Lands shall comply with the following:

- (a) All parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer. Notwithstanding, pathways shall not be finished with asphalt.
- (b) Parking lots shall be delineated by concrete curbing.
- (c) An adequate snow storage area shall be provide on the Lands and the snow storage area shall be located where run-off can be directed through any storm water treatment system required by this Agreement. Snow storage areas shall be shown on the plans at the time of permitting.
- (d) The number of parking spaces shall be as required in Schedule "T".
- (e) The National Building Code requirements for fire department access and the requirements of Fire Services.

- 3.6.2 Development Officer may approve changes to the parking and circulation layout as illustrated on the Schedules provided such changes are minor in nature and further the intent of this Section and this Agreement.
- 3.6.3 Bicycle parking shall be provided in accordance with the Bedford Land Use Bylaw as amended from time to time.
- 3.6.4 Notwithstanding Schedule "B", the Developer shall install sidewalks along the Bedford Highway within the existing HRM right-of-way, between the proposed driveway for the commercial / multi unit development and the intersection of Bedford Highway and Southgate Drive. Design and construction of the sidewalks shall meet the requirements of the Municipal Service Systems Specifications. The construction of sidewalk shall be completed prior to the issuance of an Occupancy Permit for either the multi-unit building or the commercial building. Notwithstanding the previous statements, the Development Officer, may issue an Occupancy Permits prior to completion of the above noted work provided security is provided to the Municipality in the amount of 120 per cent of the estimated cost of completion of all outstanding sidewalks. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of all sidewalk work as required by this Agreement.
- 3.6.5 The cost of sidewalk design, construction and any associated grading and drainage work shall be entirely borne by the Developer and the sidewalk shall be deeded to HRM.
- 3.6.6 All sidewalks shall meet HRM specifications. A professional engineer shall certify detailed engineering plans for the sidewalk. Plans shall be submitted for review to the Municipal Engineer. Sidewalks shall not be constructed prior to the Development Officer receiving written approval from the Municipal Engineer and any other applicable authorities, with respect to the design of the sidewalks.
- 3.7 Building and Site Lighting**
- 3.7.1 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.
- 3.7.2 All lighting fixtures shall be fully shielded.
- 3.7.3 The Developer shall prepare an exterior lighting plan for the Multi Unit Building and commercial building and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;

- (b) Description of the illuminating devices, fixtures, lamps, supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required;
- (c) The lighting plan and description shall be sufficient to ensure compliance with the requirements of this section of the agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab;
- (d) The lighting plan and all lighting fixtures shall comply with Schedule "L" Lighting Guidelines;
- (e) Should the Developer desire to substitute outdoor light fixtures or lamps and install them on the lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause;
- (f) The lighting plan shall include certification from a qualified person that the lighting design meet the requirements of this Agreement; and
- (g) Prior to Occupancy Permits being issued the Developer shall provide to the Development Officer a letter from a qualified person that the installation of lighting meets the requirements of this Agreement;

3.8 Amenity and Recreation Space For the Multiple Unit Building

3.8.1 Amenity space shall be set aside for recreational purposes such as common recreational areas, outdoor open space, play areas, recreational rooms, roof decks, swimming pools and tennis courts and clearly identified on plans submitted for Development Permit. Amenity space shall have no dimension less than thirty (30) feet, except those integral to the building such as landscaped podium, roof garden, sun decks and balconies, and a minimum of 50 percent of the outdoor recreational space shall have grades between 0-8 percent. The amenity space shall be provided based on the type of residential unit as follows:

- | | |
|---------------------------|---|
| (a) One Bedroom/Bachelor: | 18.6 square meters (200 square feet) |
| (b) Two Bedroom: | 53.4 square meters (575 square feet) |
| (c) Three Bedroom: | 88.2 square meters (950 square feet) |
| (d) Four or more Bedroom: | 123.1 square meters (1,325 square feet) |

3.8.2 For the purposes of determining amenity space, one bedroom plus den/office units shall be considered to be a two-bedroom unit, two bedroom plus den/office units shall be considered to be a three-bedroom unit and so on.

3.8.3 The Developer agrees that the "Amenity and Recreation Space" as described in this Section shall be completed prior to the issuance of the first Occupancy Permit.

3.9 Landscaping

Landscaping Plan

- 3.9.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscaping Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscaping Plan shown on Schedule B. The Landscaping Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with this provisions of this Agreement.

Landscaping Plan Details

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

Entrances

- 3.9.3 All site entrances for commercial and multi-unit buildings shall be identified by decorative walls, and landscaping, or approved equivalent. A landscaped focal area and decorative signage identifying the entrance shall be installed.

Buffering

- 3.9.4 Existing trees to be retained as identified on Schedule "B" shall be maintained.

Retaining Walls/Terraced Landscaping

- 3.9.5 All proposed retaining walls or terraced landscaping shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent.
- 3.9.6 Upright shrubs shall be located at the base of all retaining walls. Low maintenance ground covers or vines in association with shrubs and retaining walls may also be used.

Walkways and Trails

- 3.9.7 Walkways shall be located as shown on the Preliminary Landscaping Plan and composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paverstones, crushed stone, pea gravel, crushed brick or acceptable equivalent in the opinion of the Development Officer.
- 3.9.8 Main walkways intended for public use (excluded maintenance pathways) shall be designed to barrier free standards.

Compliance with Landscaping Plan

- 3.9.9 Prior to issuance of the first 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.

3.9.10 Notwithstanding subsection 3.9.9, the first Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. 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.

3.10 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, 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.

3.11 Signs

- (a) Multi Unit and Townhouses - A maximum of one ground sign shall be permitted at each entrance to the Lands to denote the building. The location of such sign shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq.m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. This section shall not preclude the construction of decorative entrance gates.
- (b) Commercial Building - Signs for the commercial building shall meet the requirements for the CGB Zone of the Bedford Land Use By-law, as amended from time to time.

3.12 Construction/Sales Trailer

A trailer shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction trailer shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.13 Outdoor Storage and Display

3.13.1 No outdoor storage shall be permitted on the Lands.

- 3.13.2 Propane tanks and electrical transformers shall not be located on a facade facing existing residential dwellings or the Bedford Highway unless otherwise directed by the approval agencies where no alternative exists. These facilities shall be screened by means of opaque fencing/masonry walls with suitable landscaping and secured in accordance with the applicable approval agencies.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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. The Development Officer may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.

4.2 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.

4.3 Underground Services

All secondary electrical, telephone and cable service shall be underground installation.

4.4 Outstanding Site Work

Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such bonding shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

4.5 Municipal Water Distribution and Sanitary Sewers

- 4.5.1 The water distribution system shall conform with the schematics presented on Schedule "J" and all design and construction requirements of the Halifax Regional Water Commission.

- 4.5.2 The sanitary sewer system shall conform with the schematics presented on Schedule "J" and the design and construction standards of the Municipal Service Systems Manual. Any alterations shall require the approval of the Development Engineer.

- 4.5.3 Notwithstanding 4.5.1, 4.5.2 and Schedule "J", the design and schematics for water and sewer services for the Townhouses shall be determined at the time of permitting.

4.6 Solid Waste Facilities

- 4.6.1 The Multiple Unit building shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer in consultation with Solid Waste Services.
- 4.6.2 Refuse containers and waste compactors shall for the Multiple Unit and Commercial Buildings shall be confined to the loading areas of a building, and shall be screened from public view where necessary by means of opaque fencing/masonry walls with suitable landscaping.
- 4.6.3 All refuse and recycling materials for the Multi-Unit and Commercial Building shall be contained within a building (unless otherwise directed by the Development Officer), or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing/masonry walls with suitable landscaping.

4.7 Infrastructure Charges

- 4.7.1 Thirteen residential units (twelve townhouses and one single unit dwelling) shall be exempt from Municipal Infrastructure Charges. All remaining lands shall be subject to Municipal Infrastructure Charges. Where Charges have been previously paid, additional charges shall not be levied unless additional charges are required.
- 4.7.2 Permits for the construction of the multi-unit residential building shall not be issued until Municipal Infrastructure Charges have been established under the Subdivision By-law and clause 3.4.1(b) has been satisfied.

5.0 ENVIRONMENTAL PROTECTION MEASURES**5.1 Stormwater Management Plans**

- 5.1.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development unless otherwise acceptable to the Development Engineer. The Stormwater Management Plan shall conforms with following:

- (a) schematics and information presented on the Schedules; and
- (b) requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual.

5.1.2 All stormwater facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.1.3 The Developer agrees, at its own expense, where any stormwater treatment chambers or devices are provided, such devices shall be maintained in accordance with the manufacturer's specifications until or unless such time as the warranty period expires and such devices are the ownership of the Municipality.

5.1.4 The Developer agrees to provide written consent (from relevant land owner) to discharge stormwater onto private lands where required as a component of the Stormwater Management Plan. When approved by the Development Officer, the written consent may be provided at a later date.

5.1.5 The Developer agrees to provide written consent to cross private lands where required as a component of the Stormwater Management Plan. When approved by the Development Officer, the written consent may be provided at a later date.

5.2 Maintenance of Stormsceptors or Equivalent

5.2.1 The Developer agrees to maintain in accordance with the manufacturers specifications all stormsceptors or equivalent system, if any.

5.2.2 Prior to installation of any stormsceptor or equivalent on the site, which is to be privately maintained, the Developer shall submit a schedule of future inspection and cleaning prepared by a professional engineer based on the manufacturer specifications. When approved by the Development Officer, this schedule shall be undertaken for as long as this Agreement is in force.

5.2.3 All removed contaminants shall be disposed of according to all applicable guidelines and regulations of the Nova Scotia Department of Environment and Labour. The Developer shall submit to the Development Officer certification that the work has been done following each inspection/clean-out.

5.2.4 If the Developer fails to observe or perform this section of the Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, a penalty of five thousand dollars (\$5,000) shall be paid to the Municipality.

5.3 Erosion and Sedimentation Control and Grading Plans

5.3.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan based on the provisions of the Schedules. 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 Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

5.3.2 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Master Site/Grading Plan for the Lands based on the provisions of the Schedules. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.

5.4 Non Disturbance Area

5.4.1 Non-disturbance areas shall be provided as generally shown on Schedule "B". The non-disturbance areas shall be provided for the purpose of retaining a buffer of natural vegetation surrounding the existing watercourse and vegetation buffer between the Development and existing residential properties.

5.4.2 Notwithstanding Schedule B, the Non-disturbance area along the Southgate Drive and the existing watercourse shall be a minimum of 50ft (15.24m) on either side of the highwater mark of the watercourse as identified on Schedule "B".

5.4.3 Non-disturbance areas shall be identified at the time of detailed site and/or grading plan approval to maximize tree retention and protection of the existing watercourse. 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 streets, construction of buildings, landscaping and any future activity on an individual lot unless otherwise specified in this Agreement. The non-disturbance areas shall be clearly delineated on the Site Plan and Grading Plan for each lot and in the field prior to and during construction.

5.4.4 The non-disturbance area identified on the Schedules shall be delineated on all final survey plans prior to final approval.

5.4.5 The following activities may occur within the non-disturbance areas provided that approval by the Development Officer has been granted.

- (a) removal of hazardous or diseased trees may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect); and
- (b) removal of fallen timber and dead debris where a fire or safety risk may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect). Fallen timber and dead debris shall remain on site unless otherwise recommended by a qualified professional to further the intent of this Agreement.

5.4.6 Non-disturbance areas shall be identified by the Developer with snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e.. tree cutting, and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field.

5.4.7 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, with the exception of those to be removed in accordance with Section 5.4.5, the Developer or the land owner shall replace the trees, two new trees of 1/2 inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer, in consultation with the appropriate HRM Business Units.

5.5 **Securities**

Prior to the issuance of Grade Alteration Permit per phase, the Developer shall post security in the amount of \$5,000 in addition to the securities required for the Grade Alteration Permit to ensure that all environmental protection measures, identified in this section, 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 and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the environmental protection measures to the satisfaction of the Development Officer shall be cashed and deposited to the Municipality.

5.6 **Failure to conform to Plans**

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Section, 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 measures.

6.0 AMENDMENTS**6.1 Substantive Amendments**

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

6.2 Non-Substantive Amendments

6.2.1 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) granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;
- (b) changes to the exterior architectural appearance of the buildings or the design, layout and positioning of the buildings, provided that such changes are, in the opinion of Council, minor in nature;

6.2.2 In considering the approval of a non-substantive amendment under Section 6.2.1, 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.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 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.

7.2 If the Developers fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers 15 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developers from continuing such default and the Developers hereby submits to the jurisdiction of such Court and waives any defence 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 development Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the preformance 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;

- (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;
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

7.3 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.

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 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.

8.2 Subsequent Owners

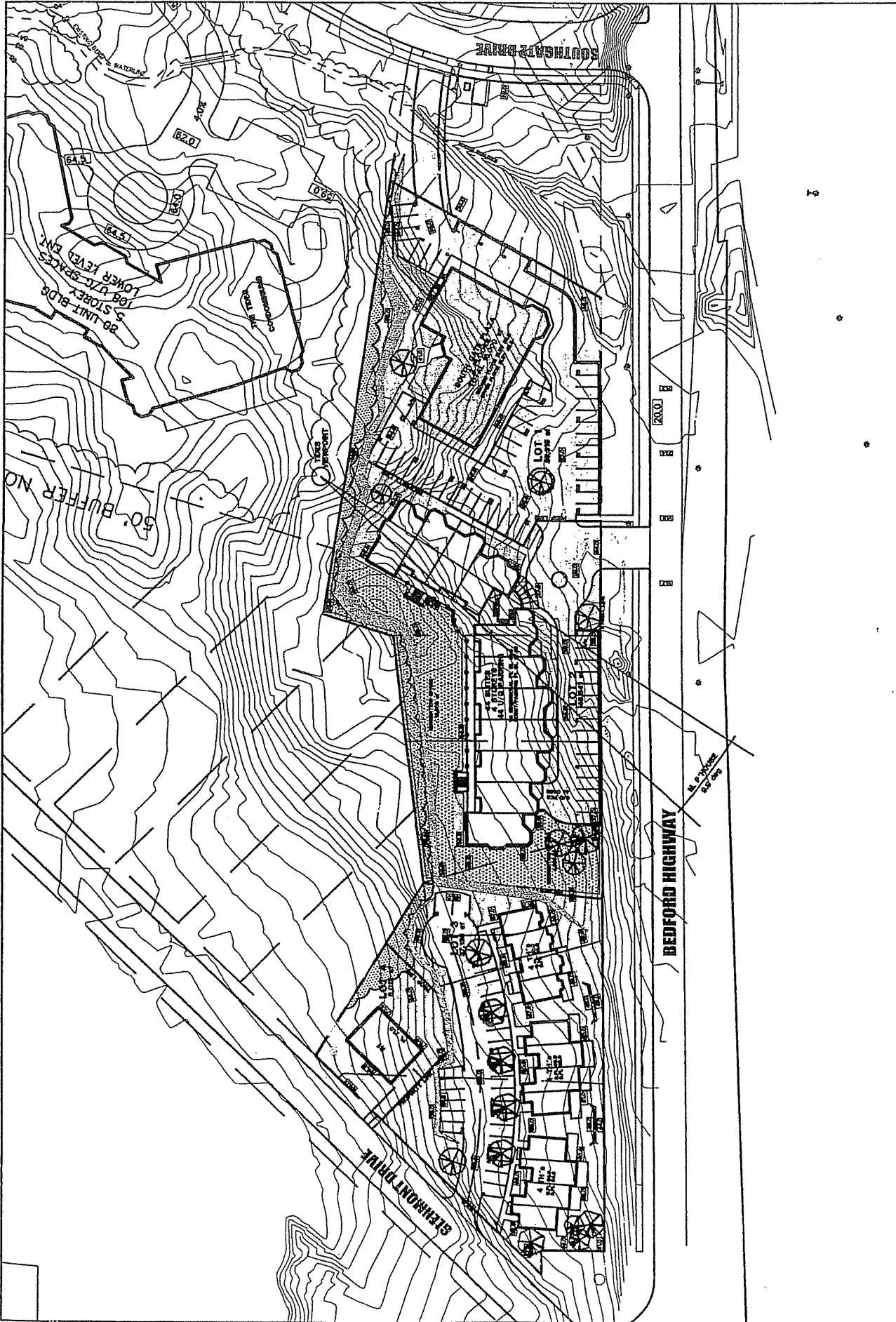
8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.

8.2.2 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.

8.3 Commencement of Development

8.3.1 In the event that a Construction Permit has not been issued within 5 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.

8.3.2 If the Developer(s) fails to complete the development, or after 10 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:



CONCEPT PLAN

SOUTHGATE VILLAGE
BEDFORD HIGHWAY, HALIFAX NS

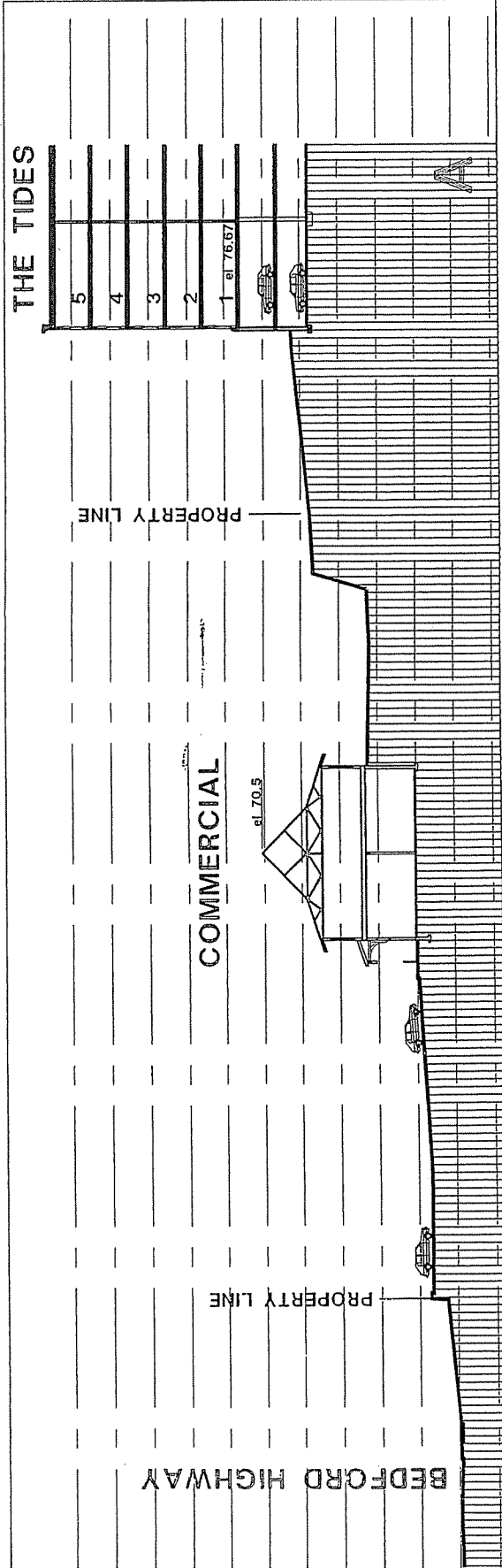
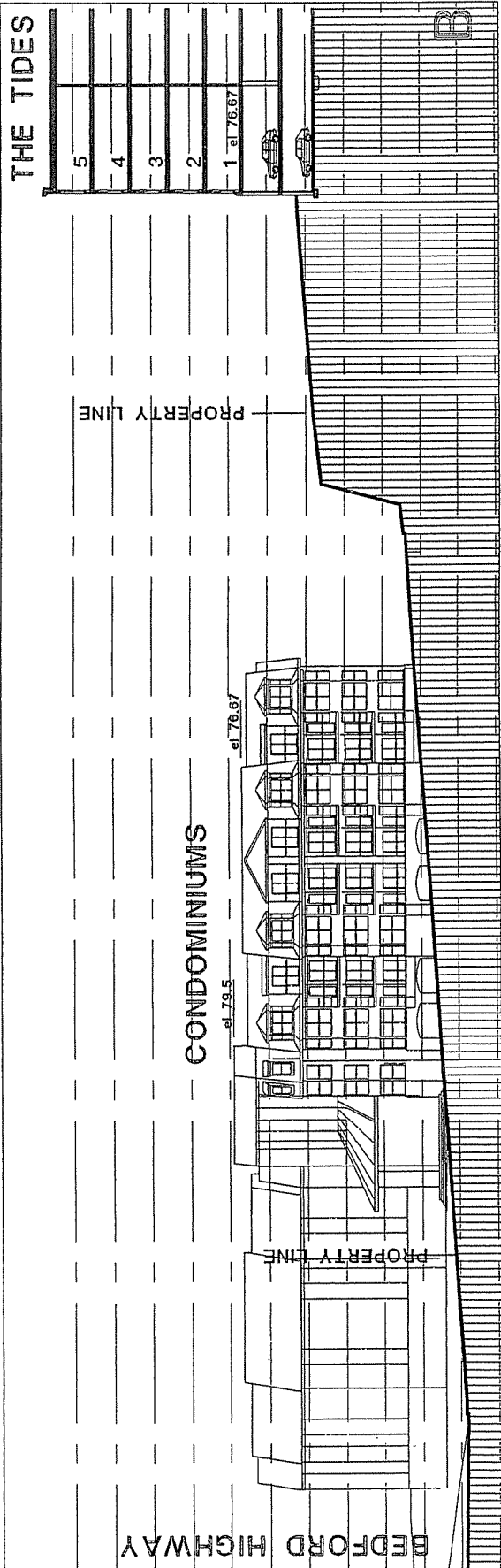
RECEIVED

OCT 12 2007

SCALE 1:1250
Oct 11, 2007

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5563 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557



SITE SECTIONS 1

SOUTHGATE VILLAGE

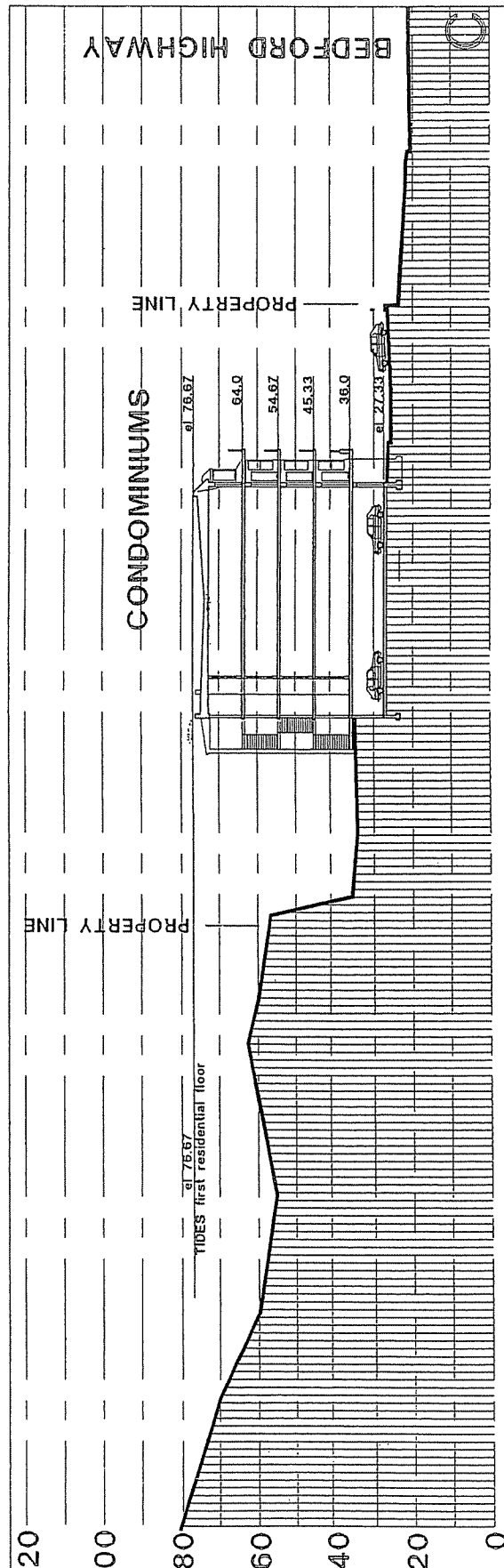
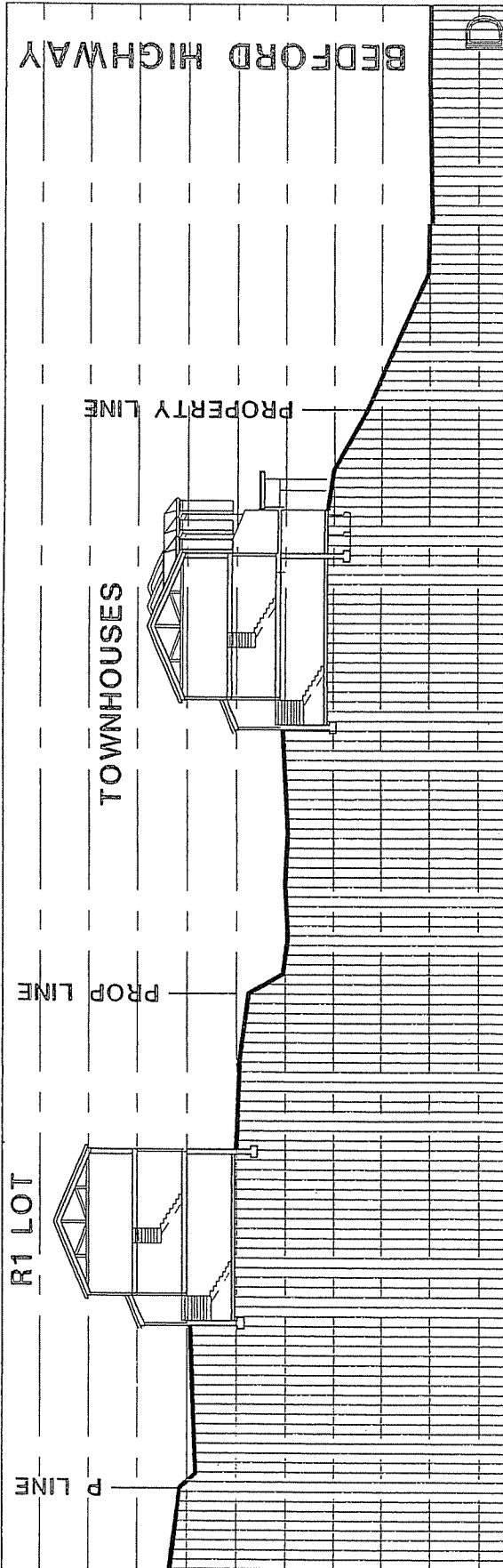
BEDFORD HIGHWAY, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE 1:500
Aug 08, 2007

Schedule C - Site Sections (00762-19/20)



SITE SECTIONS 2

SOUTHGATE VILLAGE

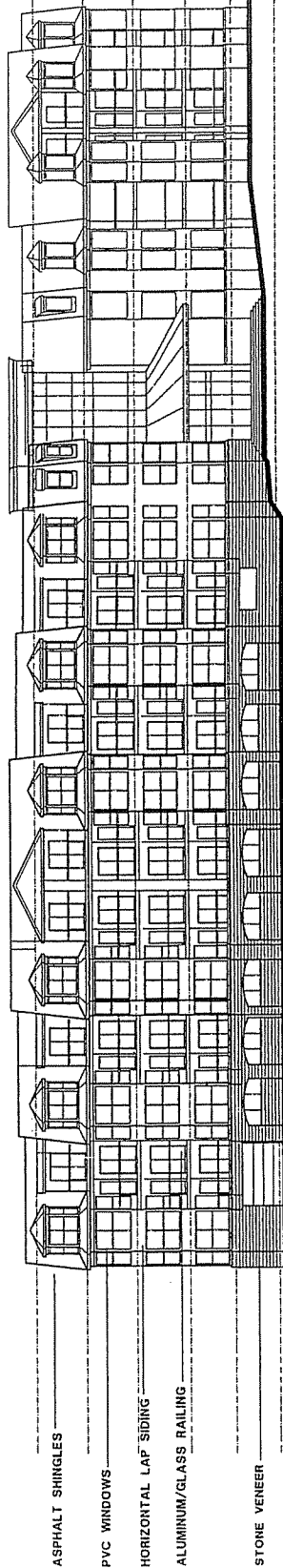
BEDFORD HIGHWAY, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557

SCALE 1:500
Aug 08, 2007

Schedule D - Condominium - Elevations (00762-14)



ASPHALT SHINGLES

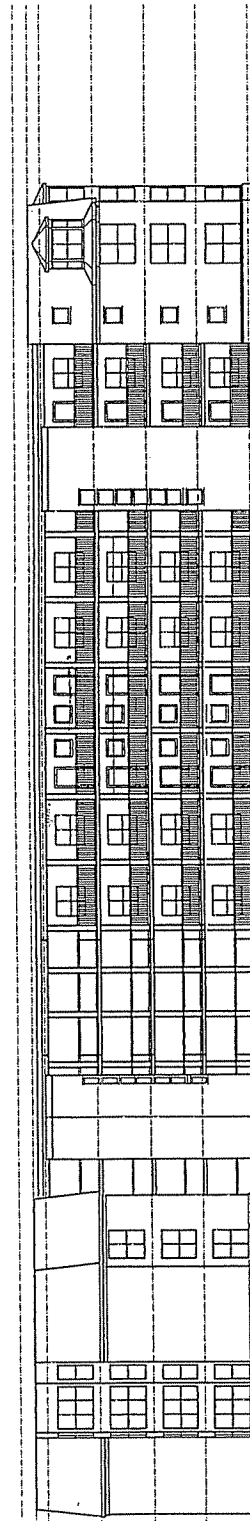
PVC WINDOWS

HORIZONTAL LAP SIDING

ALUMINUM/GLASS RAILING

STONE VENEER

CONDOMINIUM BUILDING - BEDFORD HIGHWAY ELEVATION



CONDOMINIUM BUILDING - WEST ELEVATION

CONDOMINIUM BUILDING

SOUTHGATE VILLAGE

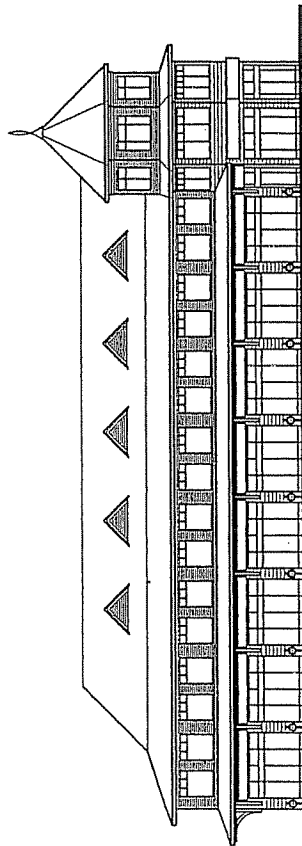
ELEVATIONS

BEDFORD HIGHWAY, HALIFAX NS

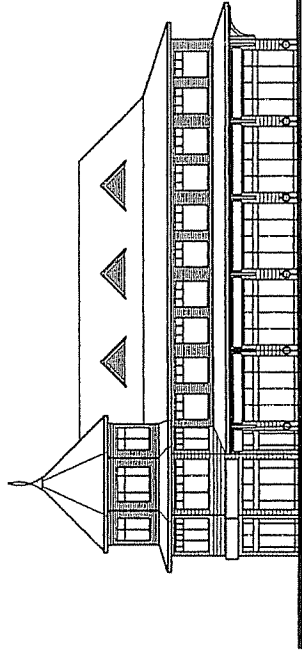
KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

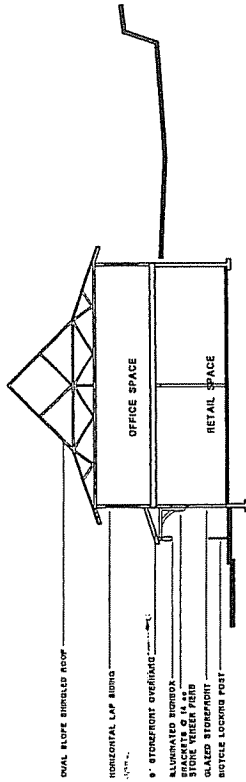
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Aug 08, 2007



COMMERCIAL BUILDING - BEDFORD HIGHWAY ELEVATION



SOUTHGATE DRIVE ELEVATION



CROSS SECTION

SOUTHGATE VILLAGE COMMERCIAL BUILDING

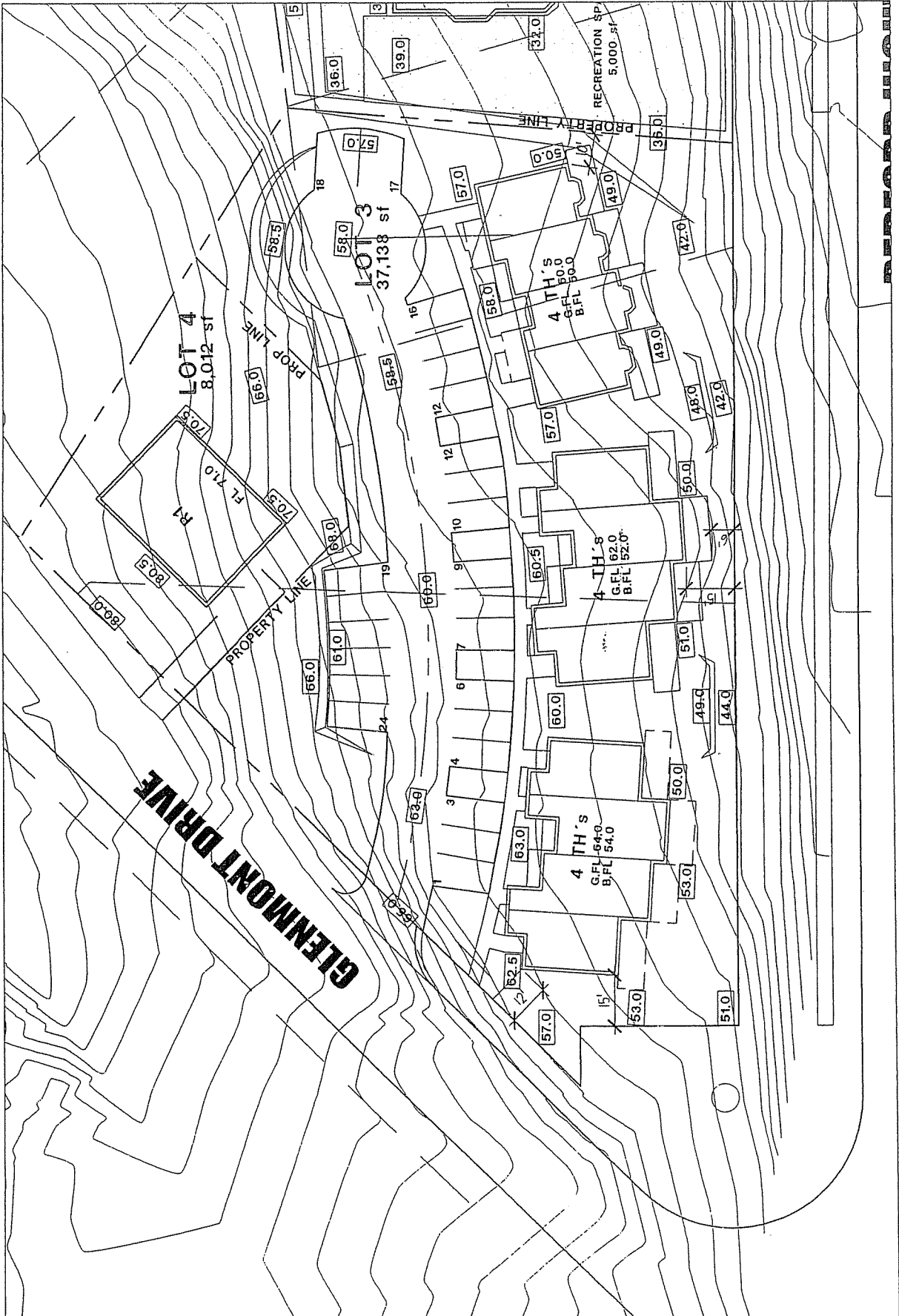
BEDFORD HIGHWAY, HALIFAX NS ELEVATIONS, CROSS SECTION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557

SCALE 1:400
Aug 08, 2007

Schedule F - Townhouses - Concept Plan (00762-16)



SOUTHGATE VILLAGE

CONCEPT PLAN

TOWNHOUSES

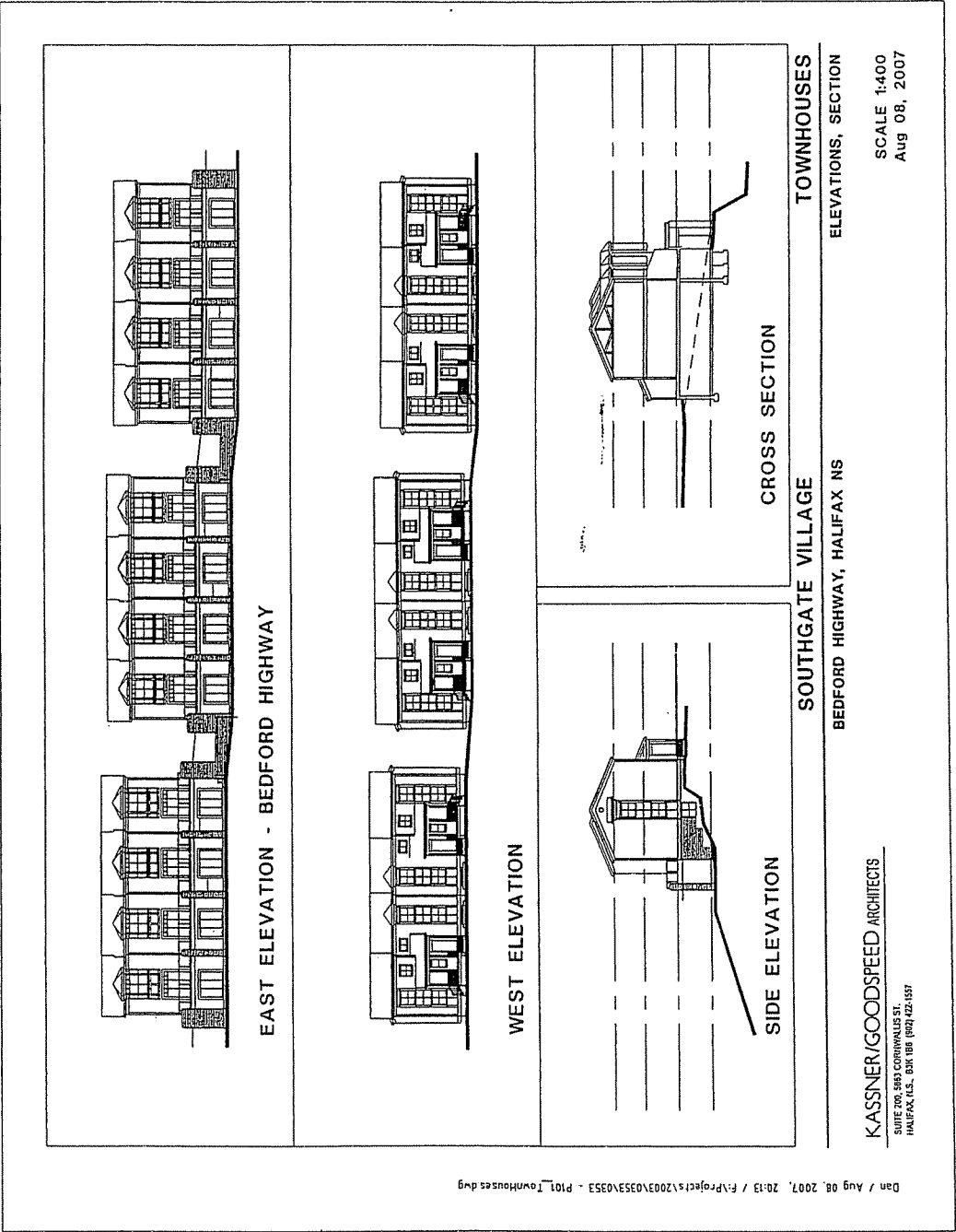
BEDFORD HIGHWAY, HALIFAX NS

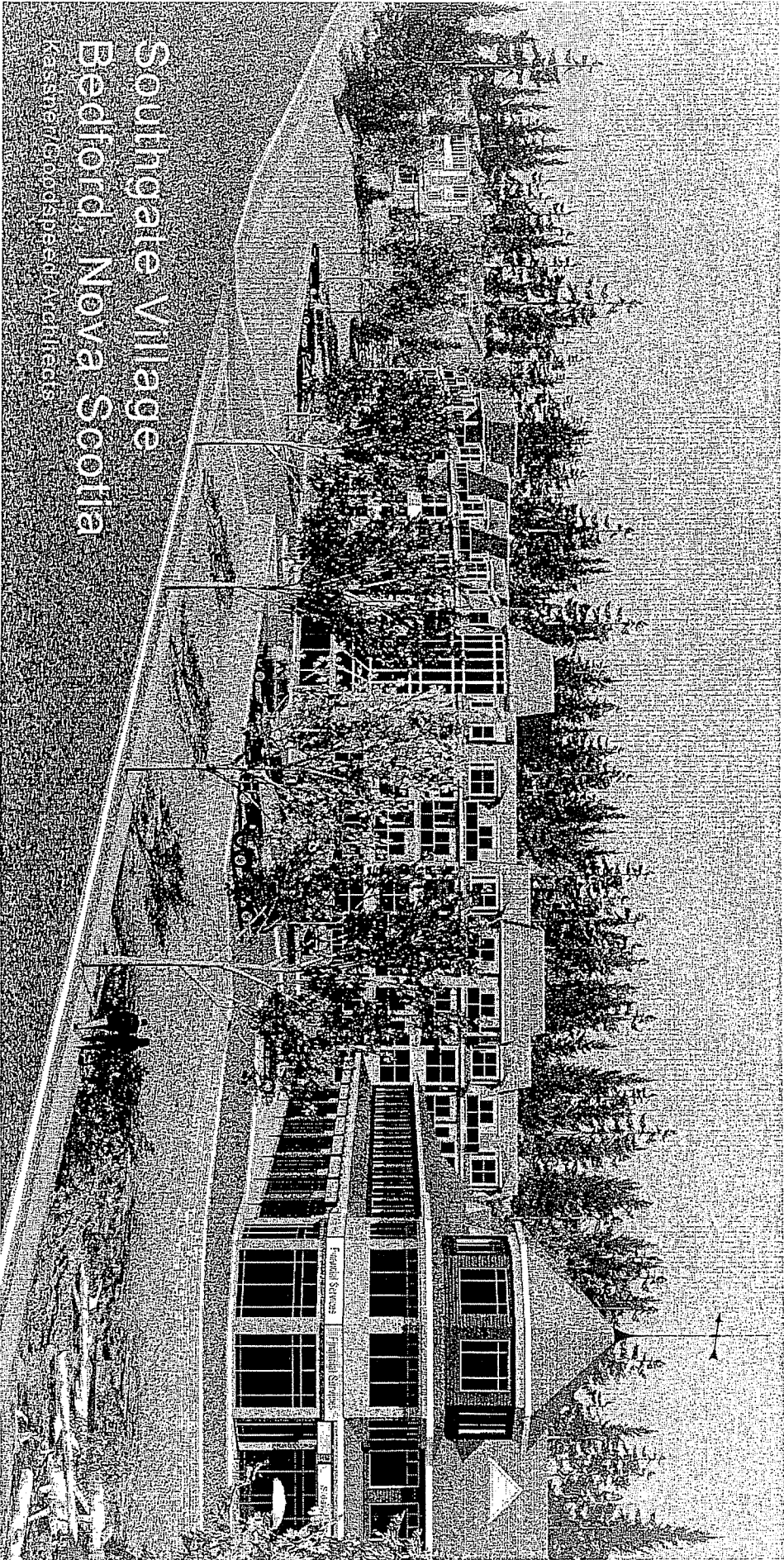
KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5653 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE 1:500
Aug 08, 2007

Schedule G - Townhouses - Elevations/Sections (00762-17)





Southgate Village
Bedford Nova Scotia
Kassim/Goodspeed Architects

Schedule I
Architectural Requirement and Lot Provisions

Architectural: Multiple Unit Dwelling and Commercial Building

Entrances:

- 3.5.2 The main entrances to building shall be emphasized by detailing, massing, changes in materials, or other architectural devices as approved by the Development Officer as generally illustrated on the Schedules. Entrances shall be proportional to the scale of the building. Service/delivery entrances shall be integrated into the design of the building and shall not be a predominate feature.

Rear and side facades:

- 3.5.3 The façades facing the Bedford Highway and internal driveway illustrated on the Schedules shall be designed and detailed as the primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

Exposed Foundation:

- 3.5.4 Any exposed foundation in excess of 1.8m² (20 ft²) and parking garage and parking entrances shall be architecturally detailed, veneered with stone or brick.

Building Material:

- 3.5.5 Exterior building materials shall not include vinyl siding. Notwithstanding, for Townhouses, vinyl siding may be utilized as an accent to a maximum of 20 (%) percent of any building elevations visible from the street.

Functional Elements:

- 3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.7 Buildings shall be designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible from Bedford Highway or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented.

Roof:

- 3.5.8 All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design and screened from public view along the Bedford Highway and adjacent residential properties.

Lot Provisions: Townhouses

Minimum Lot Area:	Minimum lot area per unit shall be 2,000 square feet (185.8 sq.m.) per unit.
Minimum Lot Frontage:	Minimum lot frontage shall be 20 feet (6.1 m). Notwithstanding the foregoing, for lots with frontage on the outside of a curve, a frontage of 12 feet (3.66 m) shall be permitted, provided that a lot width of 18 feet is provided, measured at a distance of 20 feet (6.1 m) back from the street line at the centre point of the lot frontage.
Minimum Front and Flankage Yard:	As per site plan.
Minimum Side Yards:	8 feet (2.44 m) except where an attached garage or accessory building is provided in the side yard in which case the yard may be reduced to 4 feet (1.22m).
Minimum Rear yard:	20 feet (6.1m)
Maximum Lot Coverage and Building Height:	40% lot coverage; and a maximum building height of 35 feet (10.7m). An increase to the maximum building height restriction from 35 feet to 45 feet may be considered where construction of a two storey single residential unit at street level is not possible due to the 35 foot height restriction as applied under the Bedford Land Use By-Law and where it is demonstrated that the slope of the lot exceeds 15% (downward from the street level).
Required Parking:	A minimum of 2 spaces per dwelling unit shall be provided. Shared parking shall be permitted and encourage between adjoining units.
Number of Units per Building Block:	Maximum units per building block shall be 6 (six).
Access:	Shared driveway access to Glenmont Avenue shall be required as illustrated on the attached Schedules.

Lot Provisions: Multiple Unit Dwelling

Maximum # of Units:	44 units
Maximum Height:	Maximum building height shall not exceed 4 storeys as shown on the Schedules.
Required Parking:	1.25 parking spaces per unit shall be provided. 1.0 parking spaces per unit shall be provided underground. Visitor parking may be surface parking which is provided in the front or rear yard provided that the parking area is located no closer than 25 feet (7.6 m) from any residential lot line, and that the parking area is screened from the ground floor view of any abutting residential dwelling lot.

Lot Provisions: Commercial Building

Maximum Footprint:	15,000 square feet (1393.5 sq. m)
Minimum Lot Area:	30,000 square feet (0.27 hectares)
Maximum Height:	two storeys plus roof structure
Signage:	Requirements of the Commercial General Business (CGB) Zone of the Bedford Land Use By-law, as amended from time to time
Front, side, rear yard frontage and other provision	Requirements of the Commercial General Business (CGB) zone in the Bedford Land Use Bylaw, as amended from time to time
Required Parking:	3.3 spaces per thousand square feet of commercial area.

This is a detailed topographic map of the Bedford Highway area. The map is oriented with the Bedford Highway running vertically. Key features include the Bedford Highway, a large building complex on the left, and a smaller building complex on the right. The map is labeled with 'BEDFORD HIGHWAY' and 'BEDFORD'. The map shows contour lines, buildings, and infrastructure. The map is oriented with the highway running vertically. Key features include the Bedford Highway, a large building complex on the left, and a smaller building complex on the right. The map is labeled with 'BEDFORD HIGHWAY' and 'BEDFORD'.

Schedule K - Erosion and Sedimentation Control Plan (00762-24)
Original on File at HRM Planning and Development - Case File 00762



Schedule "L"
Lighting Guidelines

1. Purpose

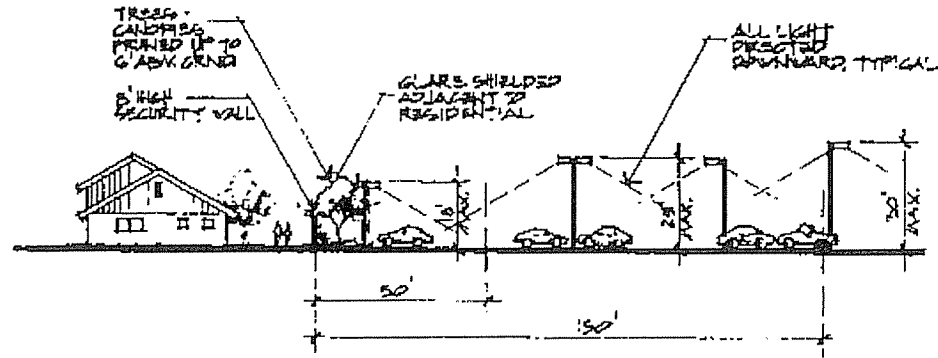
The intent of these guidelines are to establish lighting levels for various typical uses to promote visual surveillance, reduce the potential for criminal activity, and meet energy constraints.

2. Lighting Configuration

- (a) The mounting of light fixtures shall be governed by the following:
 - (i) Building mounted light fixtures shall be attached only to walls and the top of the fixture shall not be higher than the top of the parapet or roof, whichever is greater; and
 - (ii) Freestanding light fixtures shall not exceed eighteen (18) feet in height in any residential zone or within fifty (50) feet of, any residential used or zoned property; and
 - (iii) Freestanding light fixtures shall not exceed twenty-five (25) feet in height within fifty (50) to one hundred fifty (150) feet of any residential used or zoned property; and
 - (iv) Freestanding light fixtures shall not exceed thirty (30) feet in all other locations; and
 - (v) For the purpose of this requirement, height shall be measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture.
- (b) Transitional lighting shall be incorporated in exterior areas going to and from the building(s) or use(s) within the site.
- (c) All exterior lighting shall be directed downward and away from adjoining property, with luminaries shielded to prevent unnecessary glare.
- (d) Details of exterior lighting shall be provided to ensure compliance with the minimum illumination guidelines. The details shall be shown on the landscape site plan drawn to scale. Photometric calculations shall be detailed on an exterior lighting plan. Photometric calculations should be based on the "mean" light output per the manufacturer's values of the specified lamp and luminaire photometry data formatted on Illumination Engineering Society (I.E.S.) file compiled by an approved testing laboratory. The details provided for exterior lighting should include point-to-point photometric calculations at intervals of not more than ten (10) feet, at ground level, and may also be required at six (6) feet above ground level, depending on the applicable risk factors.
- (e) Any exterior lighting device (luminaire) designed for security lighting shall be protected by weather and vandal-resistant covering, a managed light source, directed down, to

minimize glare and intrusiveness.

The following illustration demonstrates how security lighting may be configured to shield adjoining property from unnecessary glare and conform to the outdoor light control provisions.



3. Minimum Illumination Guidelines

All minimum illumination guidelines, below, should be maintained from ground level to a height of six (6) feet. The minimum-to maximum uniformity ratio may range up to 6:1 in acceptable layouts.

The lighting levels specified are the minimum levels that are typically acceptable. In some circumstances, customer convenience, closed-circuit surveillance, and customer attraction may require a higher level of lighting. In addition, demographics, the crime index and other factors particular to a certain geographic area may require a higher level of lighting than listed below.

Activity Risk and Minimum FC	Land Use
High Risk Activity 4-5 FC	<ul style="list-style-type: none"> · ATM · Cluster Mail Boxes (minimum of 20' radius from edge of mail box) · Pay Phones · Gated Communities Entries · Pedestrian Tunnels and Covered Pedestrian Walkways · Bus/Transit Shelters · All exterior entrances (typically 5 FC of light will be the recommended minimum standard with a radius of 15' from the center of each door. However, each entrance will be assessed based upon use and risk)
Medium High Risk Activity 3-4 FC	<ul style="list-style-type: none"> · Convenience Stores · Covered Parking (carports) · Fast Food · Pharmacies · Pool Halls · Loading Docks/Areas · Grocery Stores (24 hour, immediate parking area) · Establishments Licensed for the Sale of Liquor · Parking Structures (10 FC daytime)(parking garages, multilevel)
Medium Risk Activity 2-3 FC	<ul style="list-style-type: none"> · Gas Stations (not convenience stores) · Entertainment/Amusement · Video Stores · Laundries · Banks · Restaurants (no liquor) · Hotels/Motels · Video Halls · Card/Telemarketing · Malls
Medium Low Risk Activity 1-2 FC	<ul style="list-style-type: none"> · Multi-Housing · Health Care · Industrial (night use) · Preschools · Worship · Hospital · General Retail · Dental · Warehouse (night use) · Educational · Storage · General office (night use) · Grocery stores (non 24 hours)

Activity Risk and Minimum FC	Land Use
Low Risk Activity .50-1	<ul style="list-style-type: none">· Warehouse (day use)· Office (day use only)· Greenbelt· Car Dealers (after hours)· Parks· Industrial (day use)· Mini-storage· Retention areas· Walkways in Apartment Complexes

4. Filtering and Shielding.

All outdoor light fixtures except those exempted shall be fully shielded and shall have glass acrylic or translucent enclosures. (Quartz glass does not meet this requirement.)

Requirements for Shielding and Filtering

Fixture Lamp Type	Shielded	Filtered ¹
Low Pressure Sodium ²	Fully	None
High Pressure Sodium	Fully	None
Metal Halide ³	Fully	Yes
Fluorescent	Fully ⁴	Yes ⁵
Quartz ⁶	Fully	None
Incandescent Greater than 100W	Fully	None
Incandescent 100W or Less	None	None
Mercury Vapor	Not Permitted	Not Permitted
Glass Tubes filled with Neon, Argon, Krypton	None	None

¹ Most glass, acrylic or translucent enclosures satisfy these filter requirements

² This is the preferred light source to minimize undesirable light into the night sky affecting astronomical observations.

³ Metal halide lamps shall be in enclosed luminaries.

⁴ Outdoor advertising signs of the type constructed of translucent materials and wholly illuminated from within do not require shielding.

⁵ Warm white natural lamps are preferred to minimize detrimental effects.

⁶ For the purposes of this article, quartz lamps shall not be considered an incandescent light source.

5. Definitions.

- (a) Outdoor light fixtures shall mean outdoor artificial illuminating devices, outdoor fixtures, lamps and other devices, permanent or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot or flood lights for:
- (1) Buildings and structures, including canopies and overhangs;
 - (2) Parking lot lighting;
 - (3) Landscape lighting;
 - (4) Billboards and signs;
 - (5) Display and service areas.
- (b) Fully shielded shall mean fixtures that are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

6. Restrictions.

- (a) Outdoor building, landscaping and signs. The unshielded outdoor illumination of any building or landscaping is prohibited except with incandescent fixtures with lamps of one hundred (100) watts or less. Lighting fixtures used to illuminate an outdoor advertising sign shall be mounted on the top of the sign structure and shall comply with the shielding requirements. All illuminated outdoor advertising signs shall be equipped with an automatic time controller that prevents the operation of the lighting fixtures between the hours of 11:00 p.m. and sunrise.
- (b) Mercury vapor. The installation of mercury vapor fixtures is prohibited.
- (c) Construction and emergency lighting. Lighting necessary for construction or emergencies is exempt from the provisions of this article, provided said lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.

ATTACHMENT "B"
Discharging Agreement

THIS DISCHARGING AGREEMENT made this day of , 2008,

BETWEEN:

BABYLON DEVELOPMENTS LIMITED
(hereinafter called the "Owner")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of certain lands located at 836 Bedford Highway in Bedford, also known PID 00360560 (hereinafter called the "Lands");

AND WHEREAS the Municipality entered into a development agreement with the previous owners of the Lands, said agreement being recorded at the Registry of Deeds on April 25, 2003 in Book No. 7327, Pages 138-208, Document #15731 (hereinafter referred to as "the Agreement");

AND WHEREAS the Owner has requested that the Agreement be discharged;

AND WHEREAS in accordance with the requirements of the Municipal Government Act, the North West Community Council approved the discharge of the existing agreement at a meet held on _____, 2008;

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

1. The Agreement as it applies to the Lands is hereby discharged and shall no longer have any force or effect.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

Signed, sealed and delivered
in the presence of:

)
)
)

Babylon Developments Limited

per: _____

)
)
)
)
)

per: _____

Sealed, Delivered and Attested
by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of

)
)
)
)
)
)
)
)
)

Halifax Regional Municipality

per: _____

MAYOR

per: _____

MUNICIPAL CLERK