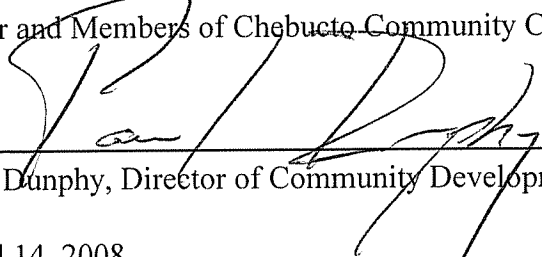




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
May 5, 2008

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: April 14, 2008

SUBJECT: **Case 01112: Non-substantive Amendment to the Stage II, Phases 2 and 3 Development Agreement - Mount Royale, Main Avenue, Halifax**

ORIGIN

Application by W. M. Fares Group on behalf of Byblos Development Group Inc. for a non-substantive amendment to the Stage II Development Agreement for Phases 2 and 3 of the Mount Royale residential development to alter the boundaries of the District Park Entrance to the Mainland Common.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. By resolution, approve the non-substantive amendment to the Stage II, Phase 2 and 3 Development Agreement; and
2. Require that the Amending Agreement be signed and returned within 120 days, or any extension thereof granted by Community Council on request of the applicant, from the date of final approval by Community 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:

W. M Fares Group, on behalf of Byblos Development Group Inc., has made application to alter the boundaries of the District Park Entrance to the Mainland Common for the purpose of ensuring that existing encroachments from abutting lands fall outside of the boundaries of the park. A history of the previously approved development agreements and amendments for the project is as follows:

- A Stage I Development Agreement was approved by Council on April 4, 2005 for Mount Royale. This is a primarily residential development.
- An Amending Stage I Agreement was approved by Council on February 6, 2006 to allow non-substantive changes to the road network and open space configuration of the development.
- A Stage II, Phase 1 Development Agreement was approved by Council on June 12, 2006 for two multiple unit residential dwellings and a Community Entrance Park.
- Council approved amendments to the Stage I and Stage II, Phase I agreements in 2007 to allow for the addition of an institutional use, remove the limitation on the amount of commercial area allowed, and update the masterplan to reflect the most current information.
- A Stage II, Phase 2 and 3 Development Agreement was approved by Council on January 8, 2007. This agreement permitted three multiple unit residential buildings, 50 townhouse units, 20 semi-detached units, 100 single family units, a Community/Neighbourhood Park hybrid (P1) and a District Park Entrance to the Mainland Common (parcel P2).

DISCUSSION:

The land designated as the District Park Entrance to the Mainland Common (parcel P2), Block N2-B1 (PID 40541682) is approximately 230,000 square feet (21,367 square metres) in area. The applicant is proposing a boundary alteration that will remove approximately 13,600 square feet (1263 square metres) of land from the proposed park. The proposed alteration is in response to the presence of encroachments along the southwest perimeter of the site. The property abuts several existing privately owned parcels of land along this boundary, and the proposed park has been encumbered with fill, a stone wall, and containers used by the abutting parcels.

As per section 2.6.1.4 of the Stage I Development Agreement (Attachment "B"), and section 2.10.13 of the Stage II Development Agreement (Attachment "C"), lands to be used for park purposes are required to be free of legal, environmental, or physical encumbrances that may limit their use and management or present an unreasonable development or remediation costs to the Municipality. As such, staff support this alteration to remove the encumbered portion of the site from the proposed park, and advise that the alteration will have no negative impact on future recreation service delivery.

The proposed reduction in area of parcel P2 will result in a slight decrease to the number of residential units permitted in the development. The existing Stage I and Stage II, Phase 2 and 3 agreements permit a density of not more than 39 persons per acre for the whole development, therefore, this application will result in a reduction of approximately 12 persons. Staff believe that

the resultant reduction in number of residential units will be negligible, and as the project is not completely developed, can likely be accommodated in a future phase.

The Stage I agreement requires that parcel P2 be a minimum of 4 acres (16,188 square metres). The proposed alteration is generally consistent with the Stage I agreement as the remaining land area (approximately 5 acres) will continue to exceed this requirement. An amendment to the Stage I agreement is not required.

Section 3.2(c) of the Stage II, Phase 2 and 3 agreement enables Council to approve changes to the open space size, location, and/or configuration that are minor in nature by way of a non-substantial amendment to the agreement (Attachment "C"). Non-substantial amendments do not require a public hearing. An amending agreement is included as Attachment "A".

Public Information Meeting

Given the nature of this application, a Public Information Meeting was not required.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred 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 approve the amending Development Agreement (Attachment "A"). This is the recommended course of action.
2. Council may approve the amending Development Agreement (Attachment "A") with modifications or conditions. Some modification or conditions may be outside the scope of a Non-Substantive Amendment and may require a Substantive Amendment to the Development Agreement or further negotiation with the Developer.
3. Council may refuse to amend the existing Development Agreement. Pursuant to Section 230(6) of the *Municipal Government Act*, Council is required to provide reasons to the applicant justifying this refusal, based on policies of the MPS. This alternative is not recommended, as the existing Development Agreement allows for this change.

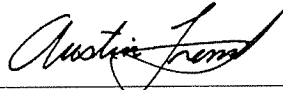
ATTACHMENTS

Map 1: Zoning and Location
Map 2: Site Plan
Attachment A: Amending Development Agreement including:
Schedule "B1" Site Plan Phases 2 and 3 01112-0001
Schedule "C1" Site Services Plan Phases 2 and 3 01112-0002
Schedule "E1" Park Site Development Plan 01112-0003
Attachment B: Excerpts from Stage I Development Agreement
Attachment C: Excerpts from Stage II, Phase 2 and 3 Development Agreement

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

Report Prepared by: Patricia Hughes, Planner I, 490-1948

Report Approved by:




Austin French, Manager, Planning Services, 490-6717



Map 1 - Location and Zoning

Mount Royale Subdivision

 Subject area

Halifax Mainland By-Law Area

Zone

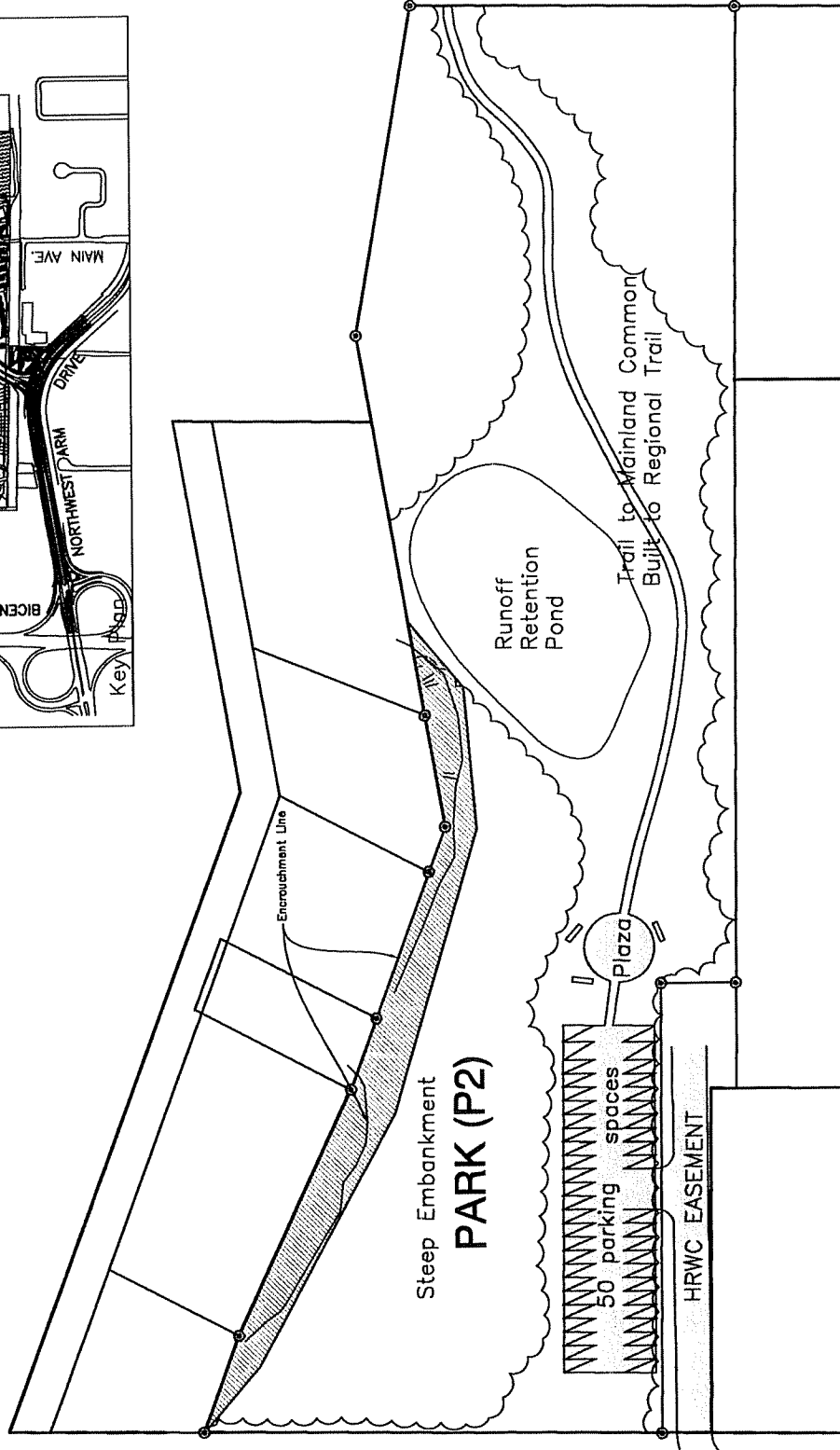
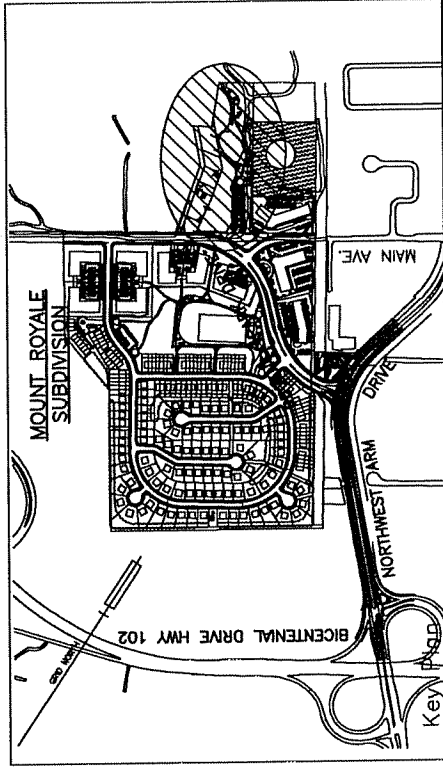
R-1	Single Family Dwelling
R-2	Two Family Dwelling
R-4	Multiple Dwelling
K	Schedule K
C-1	Local Business
I-2	Radio Transmitter

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 100 m


This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area

HRM does not guarantee the accuracy of any representation on this plan

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**MOUNT ROYALE
RESIDENTIAL DEVELOPMENT**

TITLE
PARK SITE
DEVELOPMENT PLAN

TELE	AS NOTED	DATE	MAY 11, 2006
CHARGE		SHEET	
EXPENSES			
INVEST	200502		SD-2

Attachment A

**THIS AMENDING AGREEMENT made this day of , 2008,
BETWEEN:**

BYBLOS DEVELOPMENT GROUP 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, Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located off Regency Park Drive, Parcel "N2-B1", PID 40541682, and which said lands are more particularly described in Schedule "A" to this Agreement (herein after called the "Lands");

AND WHEREAS, the Chebucto Community Council of Halifax Regional Municipality granted approval of a Stage I Development Agreement pertaining to the preliminary subdivision and development of the Lands on April 4, 2005 as Municipal Case Number 00567 which said agreement is recorded at the Registry of Deeds at Halifax as Document Number 83128802 (hereinafter is called "the Stage I Agreement");

AND WHEREAS, the Chebucto Community Council of Halifax Regional Municipality granted approval of a non-substantive amendment to the Stage I Agreement to allow modifications to the street network and open space configuration of the Lands on February 6, 2006 as Municipal Case Number 00873 which said agreement is recorded at the Registry of Deeds at Halifax as Document Number 86132652 (hereinafter is called "the Amended Stage I Agreement");

AND WHEREAS, the Chebucto Community Council of Halifax Regional Municipality granted approval of a second amendment to the Stage I Agreement to allow the addition of an institutional use and remove the limitation on the amount of commercial area allowed on the Lands on June 18, 2007 as Municipal Case Number 00977 which said agreement is recorded at the Registry of Deeds at Halifax as Document Number 89529755 (hereinafter is called "the Second Amended Stage I Agreement");

AND WHEREAS, the Chebucto Community Council of Halifax Regional Municipality granted approval of a Stage II Development Agreement for Phase 2 and 3 to allow construction of Phases 2 and 3 of the development, and the completion of infrastructure works on the Lands on

January 8, 2007 as Municipal Case Number 00959 which said agreement is recorded at the Registry of Deeds at Halifax as Document Number 87574803 (hereinafter is called “the Existing Agreement”);

AND WHEREAS the Developer has requested an amendment to the provisions of the Existing Agreement to enable an alteration to the boundary of the District Park Entrance to the Mainland Common (P2);

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality, at its meeting on the day of 2008, approved the requested amendment (referenced as Municipal Case Number 01112);

NOW THEREFORE THIS Amending Agreement WITNESSETH THAT in consideration to the granting by the Municipality of this Amending Agreement requested by the Developer, the Developer agrees as follows:

1. Clause 2.1.1 of the Existing Agreement is replaced with the following:

2.1.1 **The Developer shall develop the Lands known as Mount Royale (a portion of PID # 40541682 and a portion of PID # 00271924), in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules B1 to EE inclusive attached to this agreement and the plans No. 00959-0006 to 00959-0009 inclusive, 00959-0023 to 00959-0025 inclusive, 00959-0032 to 00959-0034 inclusive, 00959-0041 to 00959-0043 inclusive, 00959-0056 to 00959-0059 inclusive, 00959-0068 to 00959-0077 inclusive and 01112-0001 to 01112-0003 inclusive filed in the Halifax Regional Municipality as Case Numbers 00959 and 01112.**

2. Clause 2.1.2 of the Existing Agreement is replaced with the following:

2.1.2 The Schedules to this Agreement are:

Schedule A	Legal Descriptions for Phases 2 and 3, Mount Royale Residential Development, Main Avenue, Halifax
Schedule B1	Site Plan Phases 2 and 3 numbered 01112-0001
Schedule C1	Site Services Plan Phases 2 and 3 numbered 01112-0002
Schedule D	Density Calculation Sheet numbered 00959-0071
Schedule E1	Park Site Development Plan numbered 01112-0003
Schedule F	Semi-detached Typical Front Elevation numbered 00959-0056
Schedule G	Semi-detached Typical Alternate Front Elevation numbered 00959-0057
Schedule H	Semi-detached Typical Side Elevation numbered 00959-0058
Schedule I	Semi-detached Typical Rear Elevation numbered 00959-0059
Schedule J	Townhouse Typical Block Front Elevation numbered 00959-0006
Schedule K	Townhouse Typical Block Right Side Elevation numbered 00959-0007

Schedule L	Townhouse Typical Block Left Side Elevation numbered 00959-0008
Schedule M	Townhouse Typical Block Rear Elevation numbered 00959-0009
Schedule N	Site Plan Building 5 numbered 00959-0072
Schedule O	Building 5 - Front Elevation numbered 00959-0023
Schedule P	Building 5 - Side Elevations numbered 00959-0024
Schedule Q	Building 5 - Rear Elevation numbered 00959-0025
Schedule R	Site Plan Building 6 numbered 00959-0073
Schedule S	Building 6 - Front Elevation numbered 00959-0032
Schedule T	Building 6 - Side Elevations numbered 00959-0033
Schedule U	Building 6 - Rear Elevation numbered 00959-0034
Schedule V	Site Plan Building 7 numbered 00959-0074
Schedule W	Building 7 - Front Elevation numbered 00959-0041
Schedule X	Building 7 - Side Elevations numbered 00959-0042
Schedule Y	Building 7 - Rear Elevation numbered 00959-0043
Schedule Z	Planting Plan Building 5 numbered 00959-0075
Schedule AA	Planting Plan Building 6 numbered 00959-0076
Schedule BB	Planting Plan Building 7 numbered 00959-0077
Schedule CC	Typical Gate Wall Construction Detail numbered 00959-0069
Schedule DD	Typical Section of Gate Wall Detail numbered 00959-0070
Schedule EE	Typical Transformer Pad Enclosure Detail numbered 00959-0068

3. Delete references to Schedule "B", Schedule "C" and/or Schedule "E" in Sections 2.2.3, 2.6.1, 2.6.3, 2.7.1, 2.7.3, 2.10.1, 2.10.3, 2.10.8, 2.10.11, 2.10.12, 2.13.6, 2.13.7 and replace with Schedule B1, Schedule C1 and/or Schedule D1 as appropriate.
4. Schedules "B", "C" and "E" are to be replaced by Schedules B1, C1 and E1 (attached).

All other terms of the Existing Agreement shall remain in full force and effect.

Time is of the essence of this agreement.

This Amending Agreement and everything contained herein shall be binding upon the Parties hereto, their heirs, successors and assigns.

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:

per: _____
=====

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

per: _____

BYBLOS DEVELOPMENT GROUP

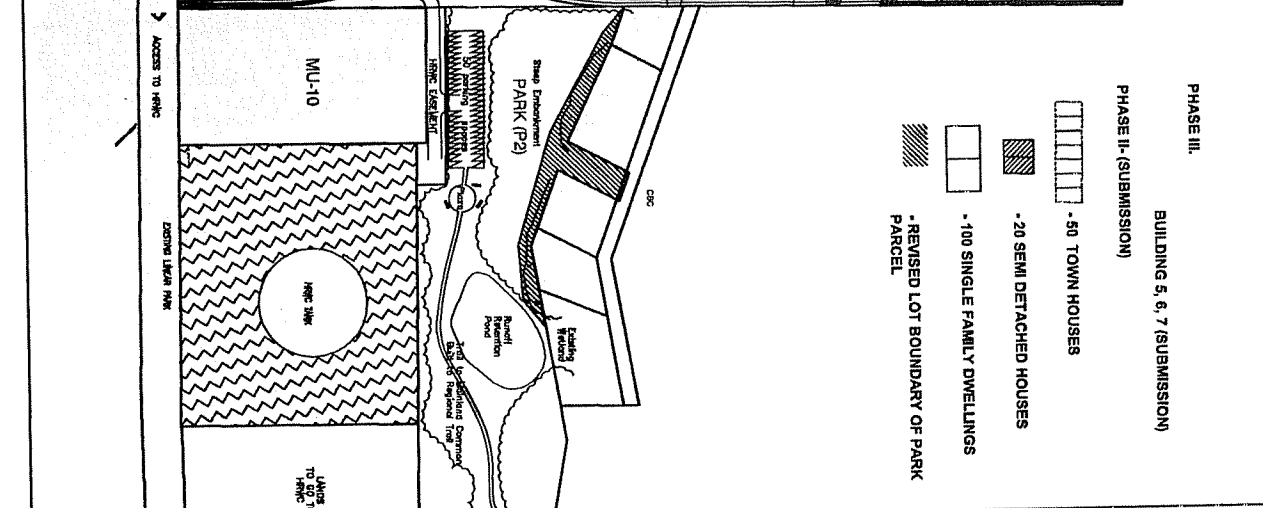
per: _____
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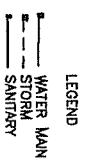
HALIFAX REGIONAL MUNICIPALITY

per: _____
MAYOR

per: _____
CLERK

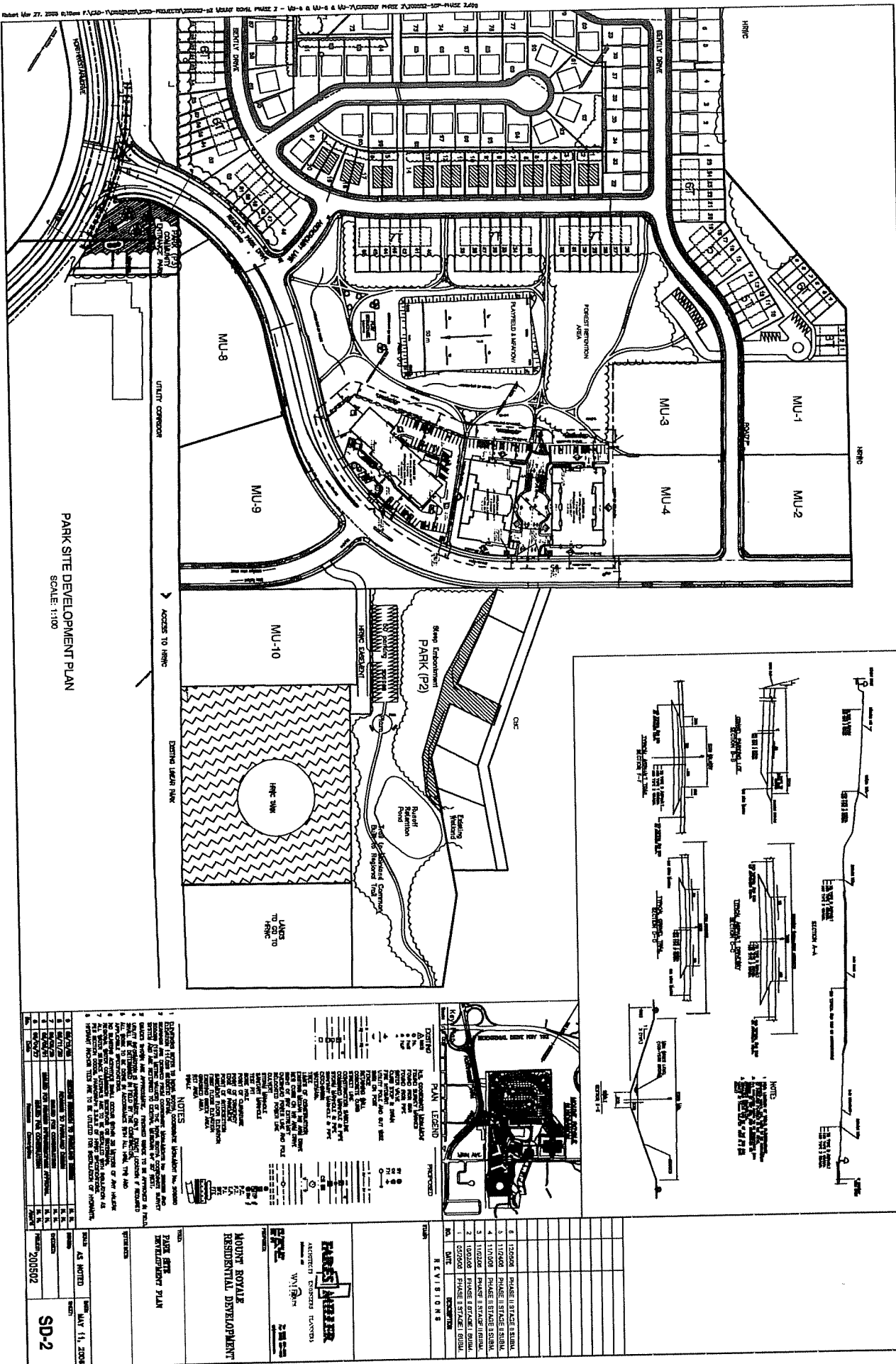
***REVISED LOT BOUNDARY OF PARK PARCEL**

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FARRIS MILLER
ARTIST'S PHOTOGRAPH FLORENCE
STUDIO 60
W.M. 5-11-35
FARRIS MILLER
FLORENCE, ARIZONA

SD-3	
PROJECT 1:100 DRAWING ORDERED PROJECT 200502	RECD MAY 11, 2006 SHEETS



Attachment B
Excerpts from Amended Stage I Development Agreement

2.2 Land Use Controls

2.2.1 The Municipality acknowledges that the preliminary design schematics for the lands, as illustrated in Schedules "B2, "C2" and "D2" form the intent of both the Municipality and the Developer with respect to future development approvals. The use of the Lands permitted by this Agreement, subject to its terms, and as generally illustrated on the Schedules attached hereto, are the following:

2.2.2 More specifically the uses shall include:

- (a) A lower density residential area comprising:
 - 99 single detached dwellings in conformance with the Single Family Dwelling Zone (R-1) of the Halifax Mainland Land Use By-law;
 - 22 semi-detached dwellings in conformance with the Two- Family Dwelling Zone (R-2) of the Halifax Mainland Land Use By-law;
 - 54 townhouse dwellings in conformance with the Townhouse Zone (R-2T) of the Halifax Mainland Land Use By-law;
 - including tree habitat conservation areas as identified in 2.7.2 and to be further detailed in the Stage II Development Agreements;
- b) higher density residential area comprising a maximum of 900 apartment units within a maximum of ten buildings of varying heights which generally comply with the R-3 or R-4 provisions of the land use by-law but with detailed development standards, which may vary from the R-3 or R-4 standards, such as, but not limited to, a reduction in private landscape open space, where deemed reasonable and appropriate by Community Council, are to be determined as a component of the Stage II Development Agreements;
- c) Heights and number of stories of multiple unit residential buildings shall be in accordance with the building and site plans that were provided to the Canadian Broadcasting Corporation and the basis for their November 2004 report entitled 'Engineering Report - Impact of the Butler Project on the CBC Broadcast Tower at Halifax (Geizer Hill), Nova Scotia' and Schedule "D2";
- d) A commercial area in conformance with the Minor Commercial Zone (C-2A) of the Halifax Mainland Land Use By-law containing no more than a total of 36,000 sq. ft. of gross floor area;
- e) **Open space consisting of a Public Community Park (P1) of approximately 8.5 acres, a Public Mainland Common Secondary Entrance (P2) of approximately 4.6 acres and a Community Entrance Park (P3);**
- f) Accessory uses to the foregoing, including a sales office and construction trailer.

2.6.1.2 The Developer shall deed to HRM:

- a) Upon completion of Phase 2, a Community/Neighbourhood Park hybrid (P1) of a minimum of 5 acres (20,235 sq m) with sufficient road frontage on Road "A",

Road "B" and Road "F". This park shall be designed to accommodate, at reasonable development cost, a minimum of one regulation size sports field and additional community park amenities such as a parking lot, land use buffers, play structures, pedestrian connections from the adjacent residential complexes and Regency Park Drive extension;

- b) Upon completion of Phase 3, a District Park Entrance to the Mainland Common (P2) of a minimum of 4.0 acres (16,188 sq m) with sufficient road frontage on the future Regency Park Drive. This park parcel shall be designed to accommodate a park driveway entrance from the future Regency Park Drive, a minimum of a 50 car parking lot, and a Primary Trail connection to the Mainland Common District Park.**

- 2.6.1.4 These lands shall be free of legal, environmental, or physical encumbrances. "Encumbrances" mean, for the purposes of Park Dedication, legal, environmental, or physical constraints on the property that may limit its use and management or present an unreasonable development or remediation costs to the Municipality.

Attachment C
Excerpts from Existing Stage II Development Agreement

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

2.1.1 The Developer shall develop the Lands known as Mount Royale (a portion of PID # 40541682 and a portion of PID # 00271924), in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules B to EE inclusive attached to this agreement and the plans No. 00959-0006 to 00959-0009 inclusive, 00959-0023 to 00959-0025 inclusive, 00959-0032 to 00959-0034 inclusive, 00959-0041 to 00959-0043 inclusive, 00959-0056 to 00959-0059 inclusive and 00959-0068 to 00959-0080 inclusive filed in the Halifax Regional Municipality as Case Number 00959.

2.1.2 The Schedules to this Agreement are:

Schedule A	Legal Descriptions for Phases 2 and 3, Mount Royale Residential Development, Main Avenue, Halifax
Schedule B	Site Plan Phases 2 and 3 numbered 00959-0079
Schedule C	Site Services Plan Phases 2 and 3 numbered 00959-0080
Schedule D	Density Calculation Sheet numbered 00959-0071
Schedule E	Park Site Development Plan numbered 00959-0078
Schedule F	Semi-detached Typical Front Elevation numbered 00959-0056
Schedule G	Semi-detached Typical Alternate Front Elevation numbered 00959-0057
Schedule H	Semi-detached Typical Side Elevation numbered 00959-0058
Schedule I	Semi-detached Typical Rear Elevation numbered 00959-0059
Schedule J	Townhouse Typical Block Front Elevation numbered 00959-0006
Schedule K	Townhouse Typical Block Right Side Elevation numbered 00959-0007
Schedule L	Townhouse Typical Block Left Side Elevation numbered 00959-0008
Schedule M	Townhouse Typical Block Rear Elevation numbered 00959-0009
Schedule N	Site Plan Building 5 numbered 00959-0072
Schedule O	Building 5 - Front Elevation numbered 00959-0023
Schedule P	Building 5 - Side Elevations numbered 00959-0024
Schedule Q	Building 5 - Rear Elevation numbered 00959-0025
Schedule R	Site Plan Building 6 numbered 00959-0073
Schedule S	Building 6 - Front Elevation numbered 00959-0032
Schedule T	Building 6 - Side Elevations numbered 00959-0033
Schedule U	Building 6 - Rear Elevation numbered 00959-0034
Schedule V	Site Plan Building 7 numbered 00959-0074
Schedule W	Building 7 - Front Elevation numbered 00959-0041
Schedule X	Building 7 - Side Elevations numbered 00959-0042

Schedule Y	Building 7 - Rear Elevation numbered 00959-0043
Schedule Z	Planting Plan Building 5 numbered 00959-0075
Schedule AA	Planting Plan Building 6 numbered 00959-0076
Schedule BB	Planting Plan Building 7 numbered 00959-0077
Schedule CC	Typical Gate Wall Construction Detail numbered 00959-0069
Schedule DD	Typical Section of Gate Wall Detail numbered 00959-0070
Schedule EE	Typical Transformer Pad Enclosure Detail numbered 00959-0068

2.2 Requirements Prior to Approval

- 2.2.3 Prior to the acceptance of Secondary Services in Phases 2 and 3, Park Dedication parcels P1 and P2 as shown in Schedule E pursuant to Section 2.10 of this Agreement must be ready and useable for public recreation purposes. This useable state shall be to the satisfaction of the Development Officer in consultation with the Parkland Planner as achieved via: A) design (Grading, Landscaping, and Engineering plans) B) grubbing, regrading and sub-base preparation of specified areas, C) clean-up of forest retention areas affected by windfall damage, and D) re-instatement of all disturbed areas with 150 mm topsoil and hydroseed or approved equivalent.

2.3 General Description of Land Use

- 2.3.2 A density calculation sheet based on Section 2.2.8 of the Stage I Development Agreement, as amended, shall be provided with each building permit application which also tracks the overall density for all of the buildings which have received building permits previously within this project in order to verify that the overall density allowed of 39 persons per acre is not exceeded. A running total shall be provided based on the area for density calculation divided by the total density of all buildings previously approved and currently seeking approval.

2.6 Buildings/Architecture/Site Design

- 2.6.1 The Developer shall construct buildings and amenities on the Lands, which, in the opinion of the Development Officer are generally in conformance with the written descriptions and Schedules B to EE inclusive, attached hereto, including but not limited to their size, height, number of units and architectural design, including facade features and type of building materials.
- 2.6.3 The location of the buildings shall be substantively in conformance with Schedules B, N, R and V in order to comply with Section 2.1.4 of the Stage I Development Agreement as amended.

2.7 Parking, Circulation and Access

- 2.7.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedules B, N, R and V. Minor modifications may be considered provided that the changes enhance the circulation and opportunities for parking without having a negative impact on landscaping or pedestrian accessibility. The parking areas shall maintain a minimum setback from all property lines of 0.6 metres/2 feet and as generally shown on the plans. All parking areas, driveways and circulation aisles on private lands shall be asphalt or concrete and, for multiple unit residential developments, be defined by concrete curbing.
- 2.7.3 The Developer agrees that 2 metres/six feet wide concrete pedestrian walkway connections to the park (P1), with grades not exceeding 8%, shall be provided through the multiple unit developments as shown on Schedules B, N, R and V and shall be designed and constructed to allow for future connections to trails/walkways within the park (P1). Easements to provide a right of access for the public over these walkways shall be registered on all titles that are impacted and shall be identified on all final subdivision plans.

2.10 Public Park Dedication

- 2.10.1 The Developer shall design and grade, topsoil and hydroseed the playfield and meadow area as identified in Schedule E Community/Neighbourhood Park (P1). The Developer shall, at their cost, do a detailed design (incorporated into Site Grading and Landscaping and Engineering drawings), prepare the site, and complete site works in consultation with HRM's Park Planning staff.
- 2.10.3 Tree Planting in P1, to be undertaken at a later date by the Municipality, shall consist of a minimum of 13 red oaks, minimum 75 mm caliper in size to be located as shown on Schedule E.
- 2.10.8 Tree Planting for P2, to be undertaken at a later date by the Municipality, shall consist of as a minimum 6 red oaks, minimum 75 mm caliper in size to be located as shown on Schedule E.
- 2.10.11 Prior to the acceptance of Secondary Services in Phases 2 and 3, Park Dedication parcels P1 and P2 as shown in Schedule E pursuant to Section 2.10 of this Agreement must be ready and useable for public recreation purposes. This useable state shall be to the satisfaction of the Development Officer in consultation with the Parkland Planner as achieved via: A) design (Grading, Landscaping, and Engineering plans) B) grubbing, regrading and sub-base preparation of specified areas, C) clean-up of forest retention areas affected by windfall damage, and D) re-instatement of all disturbed areas with 150 mm topsoil and hydroseed or approved equivalent.

- 2.10.12 The proposed park dedication as shown on Schedule E shall be conveyed to the Municipality by the Developer in conjunction with the completion and acceptance of secondary services of the streets on which those park parcels have frontage. For the purposes of park P1, HRM will require conveyance of the parkland upon completion and acceptance of the secondary services for the last street upon which the park has frontage in Phase 2 as identified in Section 2.6.1.2 (a) of the Stage I agreement. For the purposes of park P2 the park shall be conveyed upon completion and acceptance of phase 3.
- 2.10.13 The park lands shall, at secondary acceptance, be "Useable for public park purposes" free of legal, environmental, or physical encumbrances. "Encumbrances" mean, for the purposes of Park Dedication, legal, environmental, or physical constraints on the lands that may limit its use and management or present an unreasonable development or remediation costs to the Municipality.

2.13 Streets And Municipal Services

- 2.13.6 The water distribution system shall conform with the schematics presented on Schedule C, Engineering drawing C-SD-1, most current revision (revision 9 or later) and all design and construction requirements of the Halifax Regional Water Commission.
- 2.13.7 The sanitary sewer system shall conform with the schematics presented on Schedule C, Engineering drawing C-SD-1, most current revision (revision 9 or later) and the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.

PART 3: AMENDMENTS

- 3.1 Amendments to any matters not identified under Section 3.2 of this agreement shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.
- 3.2 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) Changes to the exterior architectural appearance of the buildings or the construction materials of the buildings as determined by the Development Officer to be NOT generally as shown on the attached schedules or as detailed in Section 2.6, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are minor in nature;
 - (b) Changes to the landscaping measures as determined by the Development Officer to be NOT generally as shown on Schedules Z, AA and BB or as detailed in

Section 2.8 of this agreement which, in the opinion of Council, are minor in nature;

- (c) **Changes to the open space size, location and/or configuration as determined by the Development Officer to be NOT generally as shown on Schedules which, in the opinion of Council, are minor in nature;**
- (d) Development of, or minor adjustments of housing sites, as shown on Schedule B;
- (e) Changes to the shape and location of the Typical Gate Walls and Typical Transformer Pad Enclosures as determined by the Development Officer to be NOT generally as shown on Schedules CC, DD and EE;
- (f) A change of the number of residential units provided the allowed density detailed in Sections 2.3.2, 2.3.3, 2.5.7 and Schedule D is not exceeded; that plans are submitted for any changes to the building design; and that such changes, in the opinion of Council, are minor in nature;
- (g) The granting of an extension to the date of commencement of construction as identified in Section 4.4 of this agreement; and
- (h) The length of time for the completion of the development as identified in Section 4.5 of this agreement.