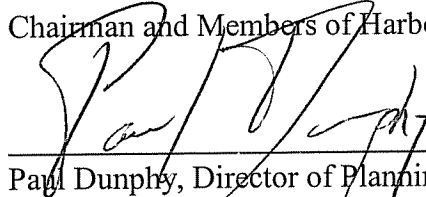


Harbour East Community Council  
October 18, 2005

To: Chairman and Members of Harbour East Community Council

Submitted by:   
Paul Dunphy, Director of Planning & Development Services

Date: October 4, 2005

Subject: **Case 00584: Mixed Residential Development - Parcel's B&C Woodland Avenue and Block X, South Ridge Circle, Dartmouth.**

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**SUPPLEMENTARY REPORT**

**ORIGIN**

1. Staff report dated June 15, 2005
2. Harbour East Community Council (Recommendation to Regional Council)- August 4, 2005
3. Regional Council (First Reading) - August 9, 2005
4. Joint Public Hearing - September 6, 2005
5. Notice of Approval (MPS and LUB Amendments) - October 8, 2005

**RECOMMENDATIONS**

It is recommended that Harbour East Community Council:

1. Approve the partial discharge of the existing development agreement for Block X, South Ridge Circle, as contained in Attachment "A" of this report;
2. Approve the proposed development agreement permitting a comprehensive residential subdivision provided as Attachment "B";
3. Require that the development agreement be signed 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, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

### **BACKGROUND/DISCUSSION**

On September 6, 2005, Regional Council approved amendments to the Dartmouth Municipal Planning Strategy (MPS) and Dartmouth Land Use By-law (LUB) to:

1. permit a multiple unit dwelling on Parcel B, Woodland Avenue by development agreement; and;
2. rezone portions of Parcel B from R-1 (Single Family Dwelling) Zone to CDD (Comprehensive Development District) Zone and from CDD Zone to R-1 Zone and revise Schedule V of the Dartmouth Land Use By-law.

The amendments have been reviewed by Service Nova Scotia and Municipal Relations as per Section 208 of the *Municipal Government Act* and became effective on October 8, 2005. As noted in the June 14, 2005 staff report, staff was to bring this matter back to Harbour East Community Council for a decision on the Discharge Development Agreement and the Development Agreement once the MPS and LUB amendments took effect. It is now appropriate for Council to consider the attached draft Discharge Development Agreement and Development Agreement, on which the September 6, 2005, joint public hearing with Regional Council was held.

### **BUDGET IMPLICATIONS**

There are no budget implications at this time.

### **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 partial discharge development agreement provided in Attachment A and approve the development agreement provided in Attachment B. This is recommended course of action.
2. Council may choose to refuse the partial discharge development agreement provided in Attachment A and refuse the development agreement provided in Attachment B, and in doing so, must provide reasons based on conflict with MPS Policy. Staff does not recommend this alternative, as the partial discharge development agreement is required for the proposed development agreement to be considered and the proposed amendments to the MPS have been drafted to permit this development agreement and the proposed development agreement is consistent with applicable MPS policies.

3. Council may choose to request modifications to the development agreement. Such modifications may require further negotiations with the developer. This alternative is not recommended as the attached agreement is consistent with MPS policies recently adopted by Regional Council to allow this development.

**ATTACHMENTS**

Attachment "A"	Partial Discharge Development Agreement
Attachment "B"	Proposed Development Agreement

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208. Report Prepared by: John MacPherson, Planner, Planning and Development Services 490-5719.

**Attachment A**  
**Discharging Agreement**

THIS DISCHARGING AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2005.

**BETWEEN:**

**ARW DEVELOPMENTS LTD.**  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY,**  
a body corporate, in the County of Halifax, Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located within Dartmouth, and which said Lands are more particularly described in Schedule "A" to this Agreement and referenced as the remaining undeveloped lands of Block X, South Ridge Circle (hereinafter called the "Lands");

**AND WHEREAS** the Municipality entered into a development agreement with the Developer which was recorded at the Registry of Deeds in Halifax on April 2 , 1996 as Document Number 12029 in Book Number 5854 at Pages 875 (the said development agreement, hereinafter referred to as "the Agreement");

**THEREFORE** at the request of the property owner, the Parties agree to discharge the Property from the Agreement in part; and which said Lands to be discharged are more particularly described in Schedule "A-1" to this Agreement;

AND WHEREAS, pursuant to the procedures and requirements contained in the Municipal Government Act, the Harbour East Community Council approved this request at a meeting held on October, 2005;

WITNESS that in consideration of the sum of one dollar (\$1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged), it is agreed that the Property is hereby discharged from the Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2005.

SIGNED, SEALED AND DELIVERED ) ARW DEVELOPMENTS LTD.  
in the presence of  
Per: \_\_\_\_\_ ) Per: \_\_\_\_\_

) Per: \_\_\_\_\_

SEALED, DELIVERED AND ) \_\_\_\_\_

ATTESTED to by the proper )  
signing officers of Halifax Regional ) HALIFAX REGIONAL MUNICIPALITY  
Municipality duly authorized )  
in that behalf in the presence ) Per: \_\_\_\_\_  
of ) MAYOR

)  
Per: \_\_\_\_\_ ) Per: \_\_\_\_\_  
) MUNICIPAL CLERK



**Attachment B**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2005

BETWEEN:

**ARW DEVELOPMENTS LIMITED**  
(hereinafter called the "Developer")  
OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY.**  
a body corporate, in the County of  
Halifax, Province of Nova Scotia  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands bound by Woodland Avenue, Lancaster Boulevard, Argus Drive and South Ridge Circle in Dartmouth, Nova Scotia and which said Lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a development agreement to allow for the construction of a mixed use development, consisting of residential and commercial uses, on the Lands pursuant to the provisions of the *Municipal Government Act* and the *Municipal Planning Strategy and Land Use By-law for Dartmouth*;

**AND WHEREAS** the Harbour East Community Council approved this request at a meeting held on \_\_\_\_\_, 2005 referenced as Municipal Case Number 00584;

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

**PART 1: DEFINITIONS AND AGREEMENT**

*In this Agreement, unless the context otherwise requires:*

- (a) "Community Council" means the Harbour East Community Council of the Municipality.
- (b) "Developer" means ARW Developments Limited, it's successors and assigns.
- (c) "Development Engineer" means any person designated by the Municipality to grant approvals for the design, construction and acceptance of municipal service systems .
- (d) "Development Officer" means a person appointed by Regional Council to administer the Land Use and Subdivision By-laws and the terms and conditions of this Agreement.
- (e) "Land Use By-Law" means the Dartmouth Land Use By-law, as amended from time to time.
- (f) "Municipal Service Systems Manual" means the document containing the design guidelines, standard details and automated drafting procedures for municipal service systems adopted by the Regional Council for the Municipality, as amended from time to time.
- (g) "Parkland Planner" means a person designated by the Municipality to make recommendations to the Development Officer regarding the acceptance of parkland and open space dedications to the Municipality.
- (h) "Subdivision By-law" means the Dartmouth Subdivision By-Law as amended from time to time.

*1.1.2 The following Schedules shall form part of this Agreement:*

The Developer shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

<i>Legal Description</i>	Schedule A: Legal Description
<i>Concept Plans</i>	Schedule C-1: Concept Plan
	Schedule C-2: Natural Gas and Power Servicing Schematic
	Schedule C-3: Sidewalk Plan, Tree Retention and Street Tree Layout



- Schedule C-4: Stormwater Management and Erosion  
Sedimentation Control
- Schedule C-5: Sanitary and Water Servicing Plan
- Schedule C-6: Multiple Unit Dwelling Site Plan
- Schedule C-7: Multiple Unit Dwelling Concept Elevation
- Schedule C-8: Typical Single Family Dwelling Elevation
- Schedule C-9: Typical R1M (Smaller Lot) Single Family Dwelling  
Elevation
- Schedule C-10: Typical Semi-Detached Elevation

1.1.3 *OVERALL CONCEPT PLAN*

- (a) The Municipality acknowledges that the design of the Lands, as illustrated in Schedule "C-1" forms the general intent of the CDD for Woodland Avenue, Parcels B&C and remnants of Block X.
- (b) The Municipality agrees that the Lands may be subdivided and developed in accordance with and subject to the terms and conditions of this Agreement and the Developer agrees that the Lands shall only be subdivided and developed in accordance with and subject to the terms and conditions of this Agreement.

**PART 2: GENERAL REQUIREMENTS AND ADMINISTRATION**

- 2.1.1 Except as otherwise provided for herein, the subdivision and development of the Lands shall comply with the requirements of the Lands Use By-law and the Subdivision By-law.
- 2.2.2 Nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or the lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 2.3.3 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 2.4.4 The Developer and each lot owner 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 or municipal regulations, by-laws or codes applicable to any lands owned by the Developer or lot owner.

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

### **PART 3: SUBDIVISION OF THE LANDS**

3.1.1 Unless otherwise acceptable to the Development Officer, subdivision applications shall be submitted to the Development Officer in accordance with the concept plan presented as Schedule C-1 and the Development Officer shall grant subdivision approvals subject to and in accordance with the following terms and conditions:

#### *3.1.2 Environmental Protection:*

- (a) A stormwater, erosion and sedimentation control plan has been prepared by a professional engineer and reviewed by Dartmouth Lakes Advisory Board. Prior to the commencement of any site works on the Lands, the Developer shall obtain a recommendation of approval from the Development Engineer for a detailed erosion and sedimentation control plan which addresses the following:
  - (i) how ground disturbance will be restricted to areas where structures and roads will exist when construction is complete;
  - (ii) which vegetation will be protected, marked, and preserved by using construction techniques that minimize soil compaction and damage to tree roots;
  - (iii) how the construction project will be phased to minimize the extent and length of soil exposure;
  - (iv) where slopes equal to or greater than fifteen percent (15%) have been identified, the specific means by which any grade alterations will be undertaken;
  - (v) how the opportunity for erosion will be limited through sequencing of construction activities; and
  - (vi) which erosion and sediment controls will be utilized, where they will be located, the timing of installation (before construction begins), the inclusion of drainage controls up-slope of the construction site; inspection and monitoring, and timing of removal (after the entire site has been stabilized);
- (b) The stormwater management and erosion and sedimentation control plan shall conform with:
  - (i) the schematics presented on Schedule C-4;

- (ii) the requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual;
  
- (c) The Developer agrees to undertake all construction activities in accordance with the stormwater, erosion and sedimentation control plan, unless otherwise directed by the Nova Scotia Department of the Environment and Labour and also agrees to assume sole responsibility for compliance with all environmental regulations of the Nova Scotia Department of the Environment and Labour. A security deposit in the amount of twenty thousand dollars (\$20,000.00) per phase shall be provided by the Developer in the form acceptable to the Municipality. If the developer undertakes all phases simultaneously, the total security deposit shall be \$50,000. The deposit shall be provided prior to the commencement of any clearing and grubbing, and may be transferred from phase to phase as development proceeds. The Municipality may use the deposit to remedy any and all environmental problems that may result from development of the Lands. The developer shall be responsible for all costs in this regard exceeding twenty thousand dollars (\$20,000.00). The security deposit or the unused portion of the security deposit shall be returned to the Developer once any environmental problems that result from non-compliance with this Agreement are remedied or where no environmental problems have resulted, upon acceptance of the primary and secondary services by the Municipality;
  
- (d) The Developer agrees to provide full-time site supervision during the full construction sequence of each Phase to ensure that environmental protection measures are properly implemented and maintained.
  
- (e) Landscaping of individual lots, including the placement of top soil and sod, shall occur only during dry weather and shall be completed within two days of top soil being deposited on the individual lot. Top soil shall be placed on the lot, not the street. Temporary stabilization or covering of exposed top soil is mandatory in the event of rainfall during the aforementioned two day period. Excess top soil must be removed from the site or permanently stabilized.
  
- (f) Pursuant to section 3.1.2 (e), no occupancy permit shall be issued unless the entire lot is either fully stabilized with sod or is temporarily stabilized and maintained with a covering of plastic or other such measures as determined and approved by the Development Officer, in consultation with the Development Engineer. Any temporary stabilization of the lot shall be replaced with final landscaping (top soil and sod, etc.) within 9 months of the issuance of the occupancy permit. The owner of the lot shall be responsible for ensuring that any temporary stabilization materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

*3.1.3 Subdivision Grading Plans:*

1. Prior to the commencement of any site works on the Lands, the Developer shall obtain a recommendation of approval by the Development Engineer for a detailed Subdivision Grading Plan for the phase of development for which subdivision approval is sought. The Subdivision Grading Plan shall delineate non-disturbance boundaries for all lots, and the Developer shall be responsible for ensuring that individual house plans and building pads minimize the amount of site disturbance on each lot;
2. The Developer shall prepare detailed individual lot grading plans, which shall comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations, as indicated on the Plan, may be approved by the Development Engineer, provided such modifications further the intent of this Agreement. The Developer shall provide written confirmation of compliance that the lot grading has been completed according to the plans, and where it is determined that any lot grading has not been properly carried out, remedial or corrective measures shall be immediately carried out by the Developer at its cost. It shall further be the responsibility of the Developer to ensure that contractors and home purchasers are aware of the lot grading plans and site non-disturbance areas;

*3.1.4 Municipal Service Specifications - Streets and Pedestrian Facilities*

- (a) The street network shall be developed as generally shown on Schedule C-1, notwithstanding the requirements of the Municipal Service System Specifications unless otherwise required by the Development Engineer. All street 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, in consultation with the Development Engineer, may give consideration to minor incidental changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.
- (b) The Developer agrees, at its own expense to submit to the Development Officer a set of detailed engineering plans demonstrating the proposed internal road system of each Phase. Engineering plans shall be prepared by a Professional Engineer. No Lot Grading Permit shall be issued until the Development Officer receives written confirmation of the Development Engineer's satisfaction with the adequacy of the internal road system to provide safe access and egress to all public roads and for emergency vehicles and adheres to the Municipal Service Systems Specifications unless otherwise specified in this agreement.
- (c) The Developer shall construct temporary cul-de-sacs at the end of dead-end streets until such time as the next phase of development is complete. An unpaved temporary cul-de-sac may

be permitted, at the discretion of the Development Engineer, for a time frame no longer than 24 (twenty-four) months provided a security is issued to the Municipality in the amount of 120 per cent of the estimated cost of completion of the temporary cul-de-sac. The estimated cost shall include necessary repair work, materials and paving of a temporary turning circle or cul-de-sac. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter or credit issued by a chartered bank. The security shall be returned to the Developers only upon completion of the road as illustrated by Schedule C-3 and described herein and as approved by the Development Officer.

- (d) The alignment and configuration of street rights-of-way shall substantially conform with the alignment and configurations presented on Schedule C-1;
- (e) Sidewalks, primary and secondary walkways, shall be constructed at the locations illustrated on Schedule C-3. The geometric design and construction standards of sidewalks and walkways shall conform with the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.
- (f) Unless otherwise permitted by the Development Engineer, temporary turning bulbs shall be provided at the end of each Phase (if applicable);
- (g) Road reserves and associated services shall be extended to adjacent property lines as required in the Municipal Service Systems Manual;
- (h) The Developer shall construct three (3) pedestrian walkway corridors. Walkways shall be constructed at the locations illustrated on Schedule C-3 or as determined by the Development Officer in consultation with the Development Engineer, HRM Parkland Planning Division and HRM Traffic and Transportation Services prior to the approval of the subdivision plan. Each walkway shall connect to the proposed public street as follows:
  - (i) a walkway corridor, constructed in accordance with municipal services specifications in consultation with the Development Engineer, shall connect to Park 1, via the two proposed streets as generally illustrated on Schedule C-3. The walkway surface shall be asphalt unless an alternative permeable material is determined acceptable by the Development Engineer in consultation with the Parkland Planning division. The walkway shall be fenced with chainlink on either side for the purpose of preventing access to the proposed residential properties illustrated on Schedule C-1.
  - (ii) a walkway corridor, constructed in accordance with municipal services specifications in consultation with the Development Engineer, shall connect to Park 2, via the two proposed streets as generally illustrated on Schedule C-3. The walkway surface shall be asphalt unless an alternative permeable material is determined acceptable by the

Development Engineer in consultation with the Parkland Planning division. The walkway shall be fenced in chainlink on either side for the purpose of preventing access to the proposed residential properties illustrated on Schedule C-1.

- (iii) a walkway corridor, constructed in accordance with municipal services specifications in consultation with the Development Engineer, shall connect the proposed street to Argus Drive as generally illustrated on Schedule C-3. The walkway surface shall be asphalt unless an alternative permeable material is determined acceptable by the Development Engineer in consultation with the Parkland Planning division. The walkway shall be fenced in chain link on either side for the purpose of preventing access to the existing and proposed residential properties illustrated on Schedule C-1.

### 3.1.5 *Municipal Service Specifications - Municipal Water, Storm and Sanitary System*

- (a) Prior to development of the first phase, the Developer agrees to submit, at its own expense, to the Development Officer and the Halifax Regional Water Commission, a Technical Servicing Report and a set of detailed engineering plans. The Technical Servicing Report shall detail and provide the technical support for the proposed phasing and servicing arrangements under interim and ultimate development scenarios.
- (b) The Developer agrees to design and construct, at its own expense, the water supply and distribution system in accordance with specifications of the Halifax Regional Water Commission in accordance with the servicing plan illustrated as Schedule "C-5" of this Agreement and the Design Servicing/Phasing Plan as approved by the Halifax Regional Water Commission.
- (c) The Developer agrees to design and construct the storm and sanitary system in accordance with the Stormwater Management Plan and the Sanitary Servicing Plans illustrated by Schedule C-4 and Schedule C-5 of this Agreement and in conformance with the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.
- (d) Any stormwater management facility proposed within any "Parkland" area as identified on Schedule "C-1" shall be reviewed and approved by Parkland Planning and Development Division prior to approval being granted by the Development Officer upon direction from the Development Engineer. The Developer agrees that such facility shall be designed and constructed in a manner which is consistent and compatible with the public use of the area.
- (e) Where storm and sanitary infrastructure is proposed outside of a street right of way, adequate width for easements, as determined by the Development Engineer, shall be provided for maintenance purposes and the infrastructure shall be readily accessible.

- (f) The Developer is responsible to decommission the existing pump station on South Ridge Circle, redirecting the sanitary flows to the proposed pump station as shown on Schedule C-5 (Sanitary and Water Servicing). This work shall be completed prior to acceptance of the proposed pump station and associated primary services in that Phase or at the discretion of the Development Officer in consultation with the Development Engineer.

*3.1.6 Municipal Service Specifications -General*

- (a) 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 street intersection improvements, streets, sidewalks, sanitary sewer system, water supply system, storm water sewer and drainage system, and utilities, as generally illustrated by the Schedules attached hereto. Notwithstanding such schedules, all approvals shall be obtained in accordance with all applicable by-laws, standards, policies and regulations (unless otherwise specifically varied by this Agreement) of the Municipality, the Halifax Regional Water Commission, and all other applicable approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.
- (b) Based on the foregoing, the following variances to the Municipal Service Systems Specifications have been agreed to and shall be permitted:
- (i) sidewalk on one side of all streets constructed as illustrated on the attached Schedules of this Agreement. The final placement (side of street) and design of the sidewalks shall be determined by the Development Officer, in consultation with the Development Engineer, prior to final approval;
  - (ii) the maximum number of cul-de-sacs shall be limited to two, as illustrated on the attached Schedule C-1 of this Agreement.
- (c) Final subdivision approval shall not be granted on the Land or any portion thereof, until all primary services (defined as sanitary sewer, storm sewer, water system and hydrants, sewer and water service laterals to the property line, surface drainage, curb and gutter with base, roadway with sub-base, base and lift of asphalt, street signs, underground electrical services, underground gas and parkland have been completed.
- (d) No Municipal Building Permit shall be issued until all secondary services (defined as sidewalk with base, walkways with base and approval surface, above ground electrical services, sodding and trees within the street lines) or acceptable primary services are completed except that a Building Permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the amount of 120 per cent of the

estimated cost of completion of all outstanding work. 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 in the Municipality's name issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality. If outstanding work is not completed within one year from the date of the certified cheque or irrevocable, automatically renewable letter of credit, the Municipality may cash the cheque or letter of credit for the amount owing to complete the outstanding work and complete the necessary work. No municipal Occupancy Permit shall be issued until primary services have been accepted.

- (e) Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced by the Developer as directed by the Development Officer, in consultation with the Development Engineer.
- (f) All secondary electrical service to all properties shall be underground installation where feasible, unless otherwise permitted by the Development Officer, in consultation with a Planner.
- (g) If primary electrical, telephone and cable services are installed underground, the Developer shall be permitted to install ornamental light poles for street lighting. This street lighting shall have the ballast in the fixture, meet the illumination standards in the Municipal Service Systems Specifications and shall be approved by the Development Officer in consultation with the Development Engineer.
- (h) The Developer shall not commence clearing, excavation and blasting activities required for the installation of municipal services and road construction in association with a subdivision prior to receiving final approval of the subdivision design.
- (i) For the multiple unit dwelling, bonding 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, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed. If outstanding work is not completed within one year from the date of the certified cheque or irrevocable, automatically renewable letter of credit, the Municipality may cash the cheque or letter of credit for the amount owing to complete the outstanding work and complete the necessary work.



- (j) The Developer shall install street trees on both sides of the public street within the development, at a maximum spacing of 40 feet. Species, sizes and planting details/schedule shall be determined at the time of subdivision approval for the applicable Phase. The Development Officer may permit the retention of existing trees in replacement of new street trees if, in the opinion of the Development Officer, that such action enhances the streetscape.
- (k) Notwithstanding 3.1.6(j), the number and spacing of street trees may be altered at the discretion of the Development Officer, in consultation with the Development Engineer on the side of street containing the utility corridor if it is demonstrated that the right-of-way can not accommodate trees without posing a hazard to essential utilities of gas, power, etc. Such street trees shall be installed at alternative locations in the subdivision (i.e. Parkland, tree retention area or opposite side of street, etc.) that in the opinion of the Development Officer results in no net loss of street trees otherwise required by 3.1.6(j).

3.1.7 *Lot Layout:*

- (a) The number, density, configuration and dimensions of lots shall generally conform with Schedule C-1 and shall conform with the following requirements:
  - (i) the overall density of development shall not exceed 8 units per acre;
  - (ii) the general mix of housing units shall, on the completion of development, contain a minimum of 50 percent lots which are sized as standard R-1 (Single Family Residential), R-1 M (Single Family Modified Residential), and R-2 (Two Family Residential) lots. R-1 M lots shall not comprise more than 15 percent of the total housing mix. In addition, a multiple unit dwelling containing a maximum of 44 units shall be permitted.
  - (iii) the R-2 units, as referred to in clause (ii) above, shall generally be located on the portion of the development parcel adjacent to Woodland Avenue;
  - (iv) the multiple unit dwelling, as referred to in clause (ii) above, shall generally be located on the portion of the development parcel adjacent to Woodland Avenue as indicated on Schedule C-1;
  - (v) lots intended for standard R-1 single family dwelling units shall have a minimum lot frontage of fifty (50) feet or thirty (30) feet on the outside of a curve or portion thereof and a minimum lot area of 5,000 square feet;
  - (vi) lots intended for R-1M single family dwelling units shall have a minimum lot frontage of forty (40) feet or twenty-five (25) feet on the outside of a curve

or portion thereof and a minimum lot area of 4,000 square feet. Notwithstanding, a maximum of 50% of R-1M lots may have a reduced lot frontage minimum of 30 feet to a maximum total of 6 lots.

- (vii) the lot intended for the multiple unit dwelling shall have a minimum lot frontage of one hundred (100) feet or sixty (60) feet on the outside of a curve or portion thereof and shall have a minimum lot area of fifty thousand (50,000) square feet;
- (viii) The lot intended for the multiple unit dwelling shall conform with the requirements of the R-3 Zone of the Land Use By-law. No additional multiple unit dwellings shall be permitted within the Lands.

*3.1.8 Parks and Open Space:*

- (a) The Developer shall provide a minimum of 2 neighbourhood parks, as per HRM Parkland Planning Guidelines except as may be varied by this Agreement., within the development, as generally illustrated on Schedule C-1 as "Park 1 and Park 2".
- (b) Municipal Open Space and Parkland dedications shall substantially conform with the locations and dimensions illustrated on Schedule C-1 and any improvements required to make such dedications usable, as recommended by the Parkland Planner, shall be undertaken as a condition of acceptance. The precise location and dimensions of the park shall be finalized at the subdivision approval stage;
- (c) Prior to undertaking any work on either of the neighbourhood parks, the developer shall submit a site grading plan and site development plan to the Development Officer. With the approval of the Development Officer, in consultation with Parkland Planning Division, the parks as shown on Schedule C-1 shall be levelled to subgrade elevation. Material from the site may be used to the extent that it is available. The park shall not be accepted by the Municipality until the site grading and landscaping (as approved by the Development Officer in consultation with Parkland Planning Division) has been completed and all required fencing, as specified in Section 3.1.8(d) and 3.1.8(e), has been installed.
- (d) Neighbourhood Park 1 shown on Schedule C-1 shall:
  - (i) have a minimum area of thirty thousand (30,000) square feet;
  - (ii) have a minimum contiguous street frontage of sixty (60) feet; and

- (iii) be graded, stabilized and landscaped so as to prevent erosion and otherwise be suitable for playground equipment and recreational use;
  - (iv) be conveyed to the Municipality concurrently with the phase for which subdivision approval is sought;
  - (v) install a chainlink fence along three sides of the neighbourhood park and the Developer shall receive approval of the location, colour and height of fence from the Development Officer, in consultation with HRM Parkland Planning Division, prior to construction;
- (e) Neighbourhood Park 2 shown on Schedule C-1 shall:
  - (i) have a minimum area of fifteen thousand (15,000) square feet;
  - (ii) have a minimum contiguous street frontage of sixty (60) feet; and
  - (iii) be graded, stabilized and landscaped so as to prevent erosion and otherwise be suitable for playground equipment and recreational use;
  - (iv) be conveyed to the Municipality concurrently with the phase for which subdivision approval is sought;
  - (v) have the existing stand of trees retained in good condition.
  - (vi) install a chainlink fence along two sides of the neighbourhood park and the Developer shall receive approval of the location, colour and height of fence from the Development Officer, in consultation with HRM Parkland Planning Division, prior to construction;
- (f) The Developer shall provide a total of sixty thousand dollars (\$60,000) to the Municipality towards the cost of play equipment or other recreational facilities on either Park 1 or Park 2 or combination thereof subject to this agreement and at the time the first parkland dedication is conveyed to the Municipality. The type of facilities for the park shall be determined by HRM Parkland Planning Division, in consultation with existing residents in the area and the new residents from the development.
- (g) All "Parkland" and "Open Space" parcels shall remain in their natural state, undisturbed unless site preparation is required as specified in this Agreement or as approved by HRM Parkland Planning, and the Development Engineer if necessary. If disturbance does occur without the necessary approvals, the Developer shall, at its own expense, reinstate the area upon the direction of the Development Officer, in consultation with Parkland Planning and Development Division.

- (h) The Developer agrees that the “Parkland” and “Open Space” site preparation and development as described in this Section shall be completed in conjunction with the final subdivision approval for the portion of the streets on which the identified parcel has frontage unless otherwise stated by the Development Officer, in consultation with HRM Parkland Planning and Development Division. Final subdivision approval shall not be granted for the Lands within the relevant phase or portion thereof until all Neighbourhood Park(s) and Open Space parcels within the relevant phase or portion thereof have been developed and accepted by the Municipality, except that the Municipality may, at its discretion, issue final approval subject to security being provided to the Municipality in the amount of 120 per cent of the estimated cost of completion of all outstanding work. 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 in the Municipality’s name issued by a chartered bank. The security shall be returned to the Developer only upon completion of all work, as described herein and illustrated on the Schedules, and as approved by the Municipality. If outstanding work is not completed within one year from the date of the certified cheque or irrevocable, automatically renewable letter of credit, the Municipality may cash the cheque or letter of credit for the amount owing to complete the outstanding work and complete the necessary work.
- (i) The Developer may place excess fill generated from construction of the development onto the parcels designated as “Park” for the sole purpose of site preparation. This shall not commence until a grading plan has been approved by the Development Officer acting on the advice the HRM Parkland Planning and Development Division and the Developer Engineer. The grading plan shall be submitted at the time of subdivision approval and indicate the extent and type of fill and the proposed finished grade for the Park parcels.
- (j) The Developer shall be responsible for any cost associated with the construction, maintenance and repair of the Parks (as described above), and associated recreation facilities, until such time that HRM is instituted and legally accepts responsibility for these lands.
- (k) HRM shall not legally accept responsibility of these lands until all clauses of this agreement are adhered to as they apply to the Park parcels.
- (l) The Development Officer, through consultation with the Parkland Planning and Development Division, may approve minor changes to clauses within this Parkland and Open Space Section of this agreement provided the integrity of the design and parkland area is maintained or enhanced, and furthers the intent of this Agreement.

**PART 4: DEVELOPMENT OF THE LANDS**

*4.1.1 No municipal development permit shall be granted for any standard R-1 single family dwelling except in accordance with the following provisions:*

Location:	Single Unit Dwellings shall be located as generally shown on Schedule C-1.
Minimum Lot Area:	5,000 square feet (464.5 sq.m.).
Minimum Lot Frontage:	50 feet (15.2m).  Notwithstanding the foregoing, for lots with frontage on the outside of a curve, a frontage of 30 feet shall be permitted, provided that a lot width of 50 feet is provided, measured at a distance 40 feet back from the street line at the centre point of the lot frontage.
Minimum Front Yards:	15 ft. (measuring from the front property line to the nearest portion of the structure)  18 ft. (measuring from the front property line to the building wall)
Minimum Side Yards:	5ft. (with attached garage), 5ft. on one side and 9 ft. on other side (with no attached garage) 4ft. (For accessory buildings)
Minimum Flank Yard:	15ft. (to the building wall)
Minimum Rear Yards:	20ft. (to the building wall) 4ft. (for accessory buildings)
Maximum Lot Coverage	35%
Maximum Building Height:	30 feet (from average finished grade to the top of cornice)
Required Parking:	A minimum of 2 spaces per dwelling unit shall be provided. The driveway width shall not exceed 33% of the front yard width, except that 40% shall be the maximum where there are existing trees retained within the front yard.

*4.1.2 No municipal development permit shall be granted for any R-1M single unit dwelling except in accordance with the following:*

Location:	Single Unit Dwellings (R-1M) shall be located as generally shown on Schedule C-1.
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Minimum Lot Area:	4,000 square feet.
Minimum Lot Frontage:	40 feet (12.2m), except that for lots with frontage on the outside of a curve, a minimum frontage of 30 feet (7.32m) shall be permitted provided that a lot width of 40 feet (12.2m) is provided, measured at a distance 20 feet (6.1m) back from the street line at the centre point of the lot frontage. Notwithstanding, a maximum of 50% of R-1M lots to a maximum total number of 7 lots may be reduced to 30 feet of frontage.
Minimum Front	15ft. (measuring from the front lot line to the nearest portion of the structure)
Flankage Yard:	18ft. (measuring from the front lot line to the building wall)
Minimum Side Yards:	4 ft. 4ft. (for accessory buildings)
Minimum Rear Yard:	20 ft. 4ft. (For accessory buildings)
Maximum Lot Coverage	40% lot coverage maximum
Maximum Building Height:	30 feet (from average finished grade to the top of cornice)
Required Parking:	The driveway width shall not exceed 33% of the front yard width, except that 40% shall be the maximum where there are existing trees retained within the front yard.

*4.1.3 No municipal development permit shall be granted for any R-2 two unit dwelling unit except in accordance with the following provisions:*

Location:	Semi-Detached Dwellings shall be located as generally shown on Schedule C-1.
Minimum Lot Area:	5,000 square feet or a minimum area of 2,500 square feet per unit.
Minimum Lot Frontage:	25 feet per dwelling unit. Notwithstanding, for lots with frontage on the outside of a curve, a frontage of 15 feet

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	(3.66 m) shall be permitted, provided that a lot width of 25 feet is provided, measured at a distance of 20 feet back from the street line at the centre point of the lot frontage.
Minimum Front and Flankage Yard:	15 feet (7.62 m)
Minimum Side Yards:	8 feet (2.44 m) except where an attached garage 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	40% lot coverage.
Building Height:	Maximum height of 30 feet (from average finished grade to the top of cornice).
Required Parking:	The driveway width shall not exceed 33% of the front yard width, except that 40% shall be the maximum where there are existing trees retained within the front yard.

4.1.4 *Design Criteria:*

- (a) The Developer agrees that an objective of this development is to provide an aesthetically pleasing street scape which exhibits a complementary variety of house types and architectural designs.
- (b) All R-1 single unit dwellings, R-1M single unit dwellings and two unit buildings shall be designed and oriented to ensure variation along the streetscape through uses of building wall offset (projection or recession) from the front yard setback, application of different colours, window styles etc.
- (c) Notwithstanding the minimum front yard requirements for Section 4.1.1, 4.1.2 and 4.1.3, the front yard setback for single unit dwelling and semi-detached buildings (2 units) lots shall not be repeated within a three-lot radius on the same side of the street. The variation in setbacks shall be in intervals of not less than two feet and not greater than five feet provided that no foundation wall shall be closer than 18 feet to a street line. Nothing in this Agreement shall prevent one unit of a semi-detached dwelling from having a greater front yard than the minimum prescribed for the building.

- (d) Roofs of a minimum 4'12 pitch shall be utilized, where feasible.
- (e) Side gable roofs with a 4'12 pitch shall be used where possible for attached garages.
- (f) Eaves projection shall be incorporated in roof design.
- (g) For R-1 (Single Unit Dwelling) lots attached garages shall be angled, staggered, or setback to ensure the attached garage extends beyond or behind the front facade of the dwelling.
- (h) The front facade of all dwellings, except for the multiple unit building, shall contain accentuated trim detailing. Other specialized trim features shall also be encouraged in order to add variety to the street scape appearances, including front entry detailing, cornice treatment, bargeboard, decorative window mouldings and shutters.
- (i) Gas meters shall not be located on the front or flank elevation of any single or two unit dwelling and shall be located on the side or rear elevation in a manner which reduces their visual impact.
- (j) Fuel storage tanks, heat pumps/air exchangers and other similar objects with the exception of gas meters shall be located only in the rear yard of the lot.

4.1.5 *No municipal development permit shall be granted for the multiple unit dwelling except in accordance with the following provisions:*

Location: Multiple Unit Dwelling shall be located as generally shown on Schedule C-1.

Maximum # of Units: 44 units

Minimum Lot Area: 1 acre

Maximum Height: Maximum building height shall not exceed 4 storeys ( or 50' feet measured from average finished grade to peak of roof).

Required Parking: 1.25 parking spaces per unit shall be provided underground, plus one visitor space per ten units. 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 10



feet from any lot line, and that the parking area is screened from the ground floor view of any abutting residential dwelling lot with an solid wooden fence or a vegetation screen consisting of at least two staggered rows of coniferous trees or other vegetation that may be approved by the Development Officer which are at least six (6) feet in height and at a maximum spacing of eight (8) feet on centre.

Landscaping:

All areas of the lot not required for parking, access and amenity space shall be landscaped, retained in natural vegetation, or a combination of the two. Landscaping shall consist of grassed areas, supplemented by flower beds, and extensive plantings of nursery stock shrubs and trees, or otherwise acceptable plantings such as native vegetation. Plantings shall be provided and maintained pursuant to a plan to be provided by a Landscape Architect who is a member in good standing with APALA.

Amenity Space:

Amenity Areas shall be provided in accordance with the requirements of the R-3 Zone of the Land Use By-law.

*4.1.6 Design Criteria*

- (a) The multiple unit dwelling shall include architectural detailing such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards.
- (b) Architectural treatment shall be continued, in its major features, around all sides of the multiple unit buildings visibly exposed to public streets and existing or new residential buildings.
- (c) Exterior building materials shall not include vinyl siding but shall be comprised of a combination of the following :
  - clay masonry
  - concrete split face masonry
  - cut stone masonry
  - random stone masonry
  - horizontal clapboard stained wood siding
  - vertical tongue and groove or shiplap stained wood siding

- vertical board and batten stained wood siding
  - stained wood shingles; or
  - acceptable equivalent in the opinion of the Development Officer, in consultation with a Building Inspector.
- (d) Roof materials shall be comprised of either asphalt shingles, wood shingles or shakes, prefinished standing seam metal, or natural and/or artificial slates.
- (e) The building shall offset walls though use of projections and recesses.
- (f) The primary roofs for the multiple unit dwelling building shall be a slope of 4'12 degrees or greater, with secondary roof form of different pitch, single slope, flat, curved or mansard. Alternative roof profiles may be considered in the context of complementing adjacent dwellings. The roof shall be an integral component of the building design. Generally, the upper floor of all buildings shall be articulated with roof design, with features including dormers, bay windows, sheds, balconies, roof windows, and penthouses. Any roof mounted mechanical equipment shall be visually integrated into the roof design.
- (g) Window openings shall be a maximum of 50% of all wall area. All windows shall be framed and articulated.

*4.1.7 A site plan shall be required for the multiple unit dwelling and no site plan shall be approved unless the following criteria are satisfied:*

- (i) landscaping shall be incorporated into the parking areas and parking areas shall be designed so as to provide safe and convenient pedestrian access to the buildings they are intended to serve;
- (ii) walkways shall extend from the entrances of buildings to a public sidewalk in front of the building and to any public trail system abutting the property and, unless otherwise not possible, shall not cross any driveways or parking areas;
- (iii) provisions shall be made for the storage of bicycles;
- (iv) street furniture; trees, lighting and landscaping measures shall be incorporated into the development;
- (v) buildings, structures and parking lots shall be located on a lot so as to minimize the alteration of natural grades and to minimize the area of impervious surfaces;
- (vi) All loading areas, service areas and garbage receptacles for multiple unit dwellings shall be screened from public view by fencing or masonry walls and/or suitable landscaping. The Developer agrees, at its own expense, to ensure compliance with

the Environment Act and Regulations by dedicating area for separate containers designated for: (a) Recyclable Containers, (b) Paper Materials, (c) Organic/Compos and (d) Refuse ( materials not included in other categories).

4.1.8 *All applications for development permits for multiple unit dwellings shall include but are not limited to the following information:*

- 4.1.8.1 (i) the proposed design, exterior appearance and materials, elevation drawings and signage;  
(ii) yard dimensions, and measures to buffer adjacent uses  
(iii) parking area layout, lighting and landscaping;  
(iv) provision of useable amenity areas (indoor and outdoor)  
(v) existing municipal services and proposed connections  
(vi) grading and drainage plan  
(vii) erosion and sedimentation control plan  
(viii) vehicular and pedestrian access  
(ix) landscaping plan

4.1.8.2 Lighting shall be directed to driveways, building entrances and walkways, and shall be arranged so as to divert the light away from adjacent lots, buildings and streets.

4.1.8.3 Where parking lots are to be delineated by curbing, such curbing shall be concrete.

4.1.9 Phasing, if applicable shall comply with the following conditions:

- (i) The Development Officer, in consultation with the Development Engineer, shall not approve no more than 100 units prior to the completion of the second access.
- (ii) The Development Officer, in consultation with the Development Engineer and the Parkland Planning and Development Division, shall not endorse any Phase or portion thereof unless each Phase is established in a manner that ensures a reasonable progression of infrastructure construction from the perspective of municipal operations and maintenance and adhere to phasing requirements established in the Agreement.
- (iii) All Phases or portion thereof shall include the provision of the applicable parkland parcels and facilities as required by of this Agreement.
- (iv) Prior to construction of any Phase or portion thereof, a Municipal Service agreement must be signed in accordance with the Subdivision By-Law and this Agreement.
- (v) The Developer agrees that, with each application for subdivision, a summary table (Density/Audit sheet) of the total number of lots approved to date, by category, and the number of persons per acre shall be submitted. The table shall also show any outstanding applications for which approval has not been granted.

- 4.1.10 Community Signs - A maximum of two ground signs shall be permitted at the Lancaster Drive entrance to the subdivision to denote the community and/or subdivision name. A maximum of one ground sign is permitted indicating the name of the multiple unit dwelling. The locations of such signs 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 5 feet and the face area of any sign shall not exceed 40 square feet (4.65 sq.m.). 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.
- 4.1.11 The Developer agrees, at its own expense, to provide each new homeowner with a copy of the Protective Covenants when a property is purchased or transferred.

#### **PART 5: TREE RETENTION**

- 5.1.1 The Developer agrees that tree retention, where possible, is an important objective. Therefore in areas of mature tree cover, living trees having a caliper of 4 inches or greater will be retained except where they are located within a road right of way, within the footprint of a building or as per the delineation of the site disturbance boundary on the lot grading plan in accordance with Section 3.1.3. A statement regarding this will be attached to the deeds of affected lots.
- 5.1.2 Further to Section 5.1.1, no trees shall be removed within 10 feet of the rear property boundary line on any R-1, R-1M or R-2 type residential lots abutting existing residential lots on Argus Drive, abutting Woodland Avenue or abutting the Tree Retention Area noted on Schedule C-1, except as required for stormwater management on lots abutting existing residential lots on Argus Drive. A statement regarding this will be attached to the deeds of affected lots. If trees are removed, the Developer or the land owner shall replace the trees with trees as directed by the Development Officer, in consultation with HRM Parkland Planning Division.
- 5.1.3 Further to Section 5.1.1, no trees shall be removed within the Tree Retention Area identified on Schedule C-1 to be retained by HRM as part of this Agreement, except where required to accommodate underground stormwater management infrastructure.
- 5.1.4 The Developer agrees to retain the mature pine tree illustrated on Schedule C-1 near South Ridge Circle during site works required for installation of underground stormwater management infrastructure.
- 5.1.5 Notwithstanding Section 5.1.1 through Section 5.1.4 of this Agreement, where a qualified person engaged by the property owner certifies that a tree poses a danger to people or property, the Development Officer may permit the tree to be removed.

## **PART 6: AMENDMENTS**

- 6.1.1 The provisions of this Agreement relating to the following matters are identified as, and shall be deemed to be, not substantive and may be amended by resolution of the Community Council:
- (i) variations to the boundaries of municipal parkland dedication provided that a recommendation of approval is received from the Parkland Planner
  - (ii) removal of the the mature pine tree indicated on Schedule C-1 near South Ridge Circle only if determined by a qualified arborist that the tree would not survive site works required for installation of underground stormwater management infrastructure.
- 6.1.2 Amendments to any matters not identified under Section 6.1.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of Municipal Government Act.

## **PART 7: MAINTENANCE AND LANDSCAPING**

- 7.1.1 The Developer or landowner/operator shall maintain and keep in good repair all portions of the development and Lands, including but not limited to, the interior and exterior of the buildings, retaining walls and fencing, lighting, walkways, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, and snow removal/salting of walkways, driveways and parking areas, and including the maintenance of the on-site stormwater management system.
- 7.1.2 The Developer shall submit a Landscaping Plan, including a Maintenance Plan, that show what landscaping measures (ie. grass, shrubs, trees, etc) are to be applied to the entire development, including to and the Plan shall be approved by the Development Officer in consultation with HRM Recreation Service, Traffic and Transportation Services, and Department of Transportation and Public Works, if applicable.
- 7.1.3 Further to Section 7.1.2, the Landscaping Plan shall be submitted and approved by the Development Officer, in consultation with HRM Parkland Planning Division, Traffic and Transportation Services, and the Provincial Department of Transportation and Communication, prior to the issuance of any building permits for the development.

## **PART 8: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 8.1.1 A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer

shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.

- 8.1.2 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 Community Council.
- 8.1.3 In the event that construction on the lands has not commenced within 2 (two) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of the Community 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. For the purposes of this section, "commencement of construction" shall mean the pouring of the footings for the foundation.
- 8.1.4 If the Developer fails to complete the development or portions thereof, or after 10 (ten) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, the Community Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by the Community Council, the Developer's rights hereunder are preserved and the Community Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

## **PART 9: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 9.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 9.1.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (i) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (ii) The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act;
- (iii) The Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
- (iv) 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.

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	)	ARW DEVELOPMENTS LIMITED
in the presence of:	)	
	)	
per: _____	)	per: _____
	)	
Sealed, Delivered and Attested	)	HALIFAX REGIONAL MUNICIPALITY
by the proper signing officers of)	)	
Halifax Regional Municipality	)	
duly authorized on that behalf	)	per: _____
in the presence of	)	MAYOR
	)	
	)	
_____	)	per: _____
	)	MUNICIPAL CLERK







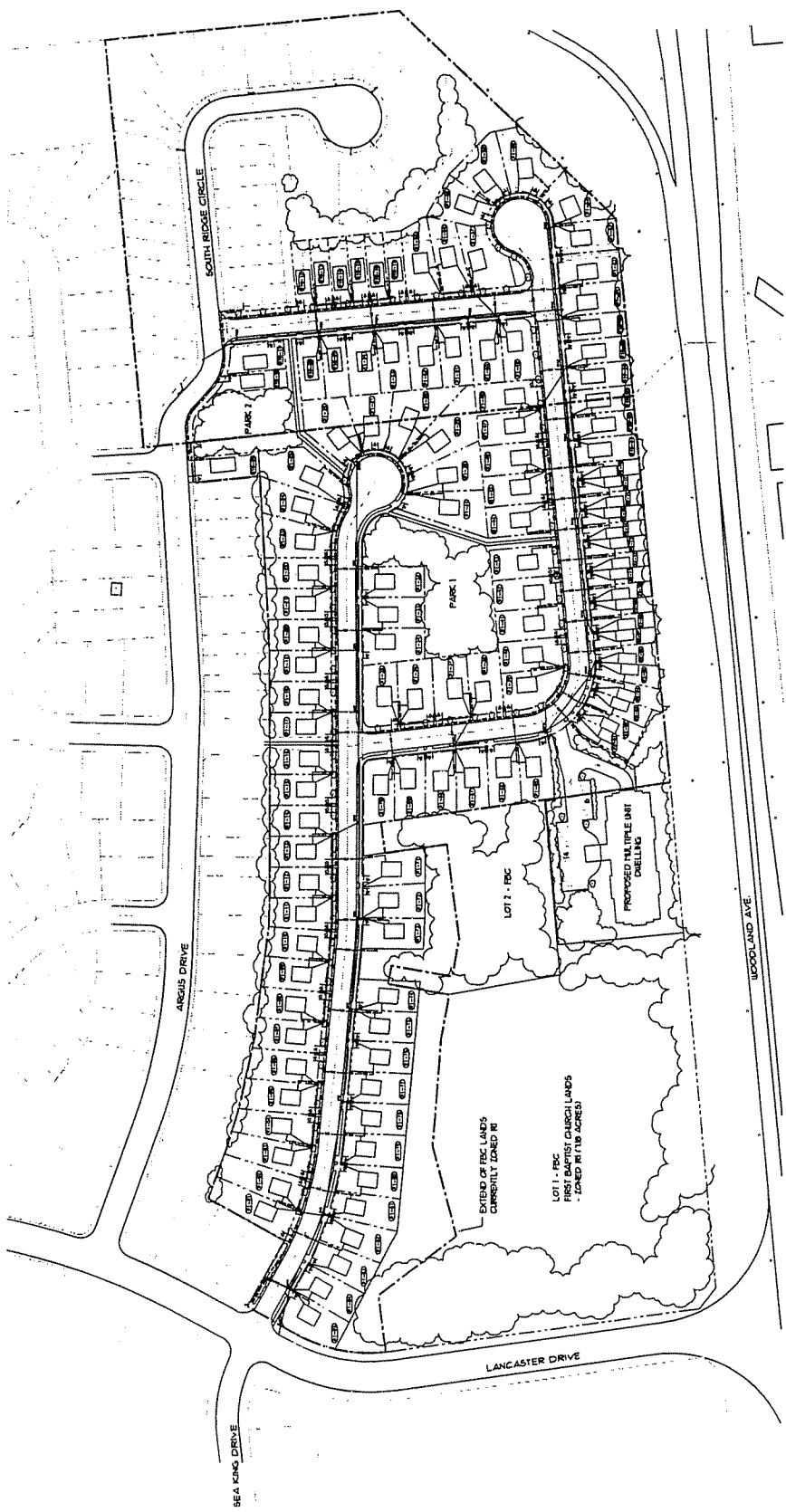
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- 2. CONCEPTUAL SITE PLAN
- 3. PRELIMINARY ENGINEERING
- 4. PRELIMINARY LAYOUT
- 5. PRELIMINARY SPECIFICATIONS
- 6. PRELIMINARY BIDDING
- 7. CONSTRUCTION

Project	ASBU DEVELOPMENT LTD.
Client	ASBU DEVELOPMENT LTD.
Location	CHARMOUTH, NOVA SCOTIA
Date	

NATURAL GAS & POWER SERVICING SCHEMATIC DEVELOPMENT AGREEMENT APPLICATION

Scale	AS BUILT
Author	PRC
Checked	PRC
Drawn	PRC
Date	

64



NATURAL GAS & POWER SERVICING SCHEMATIC

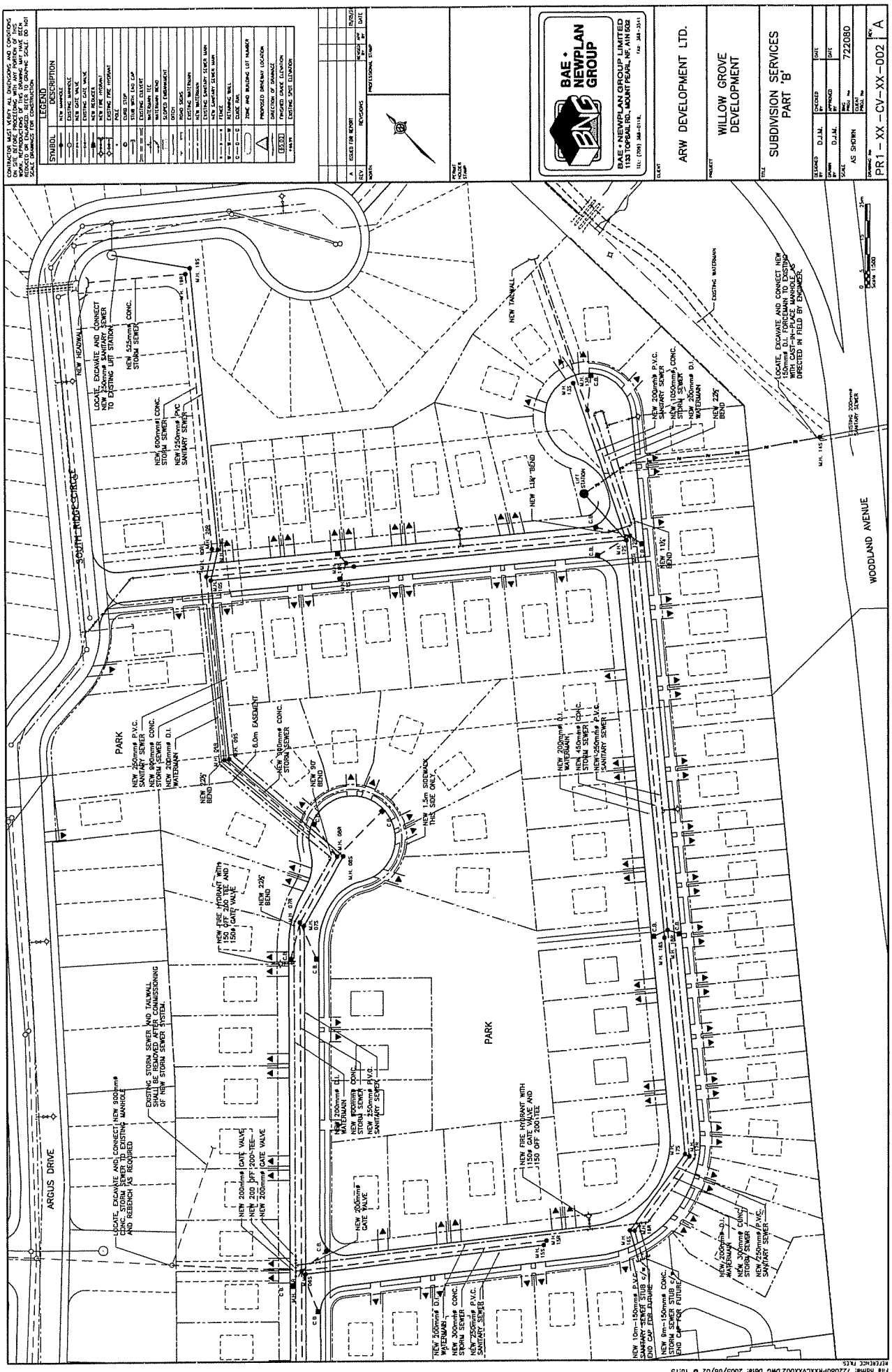
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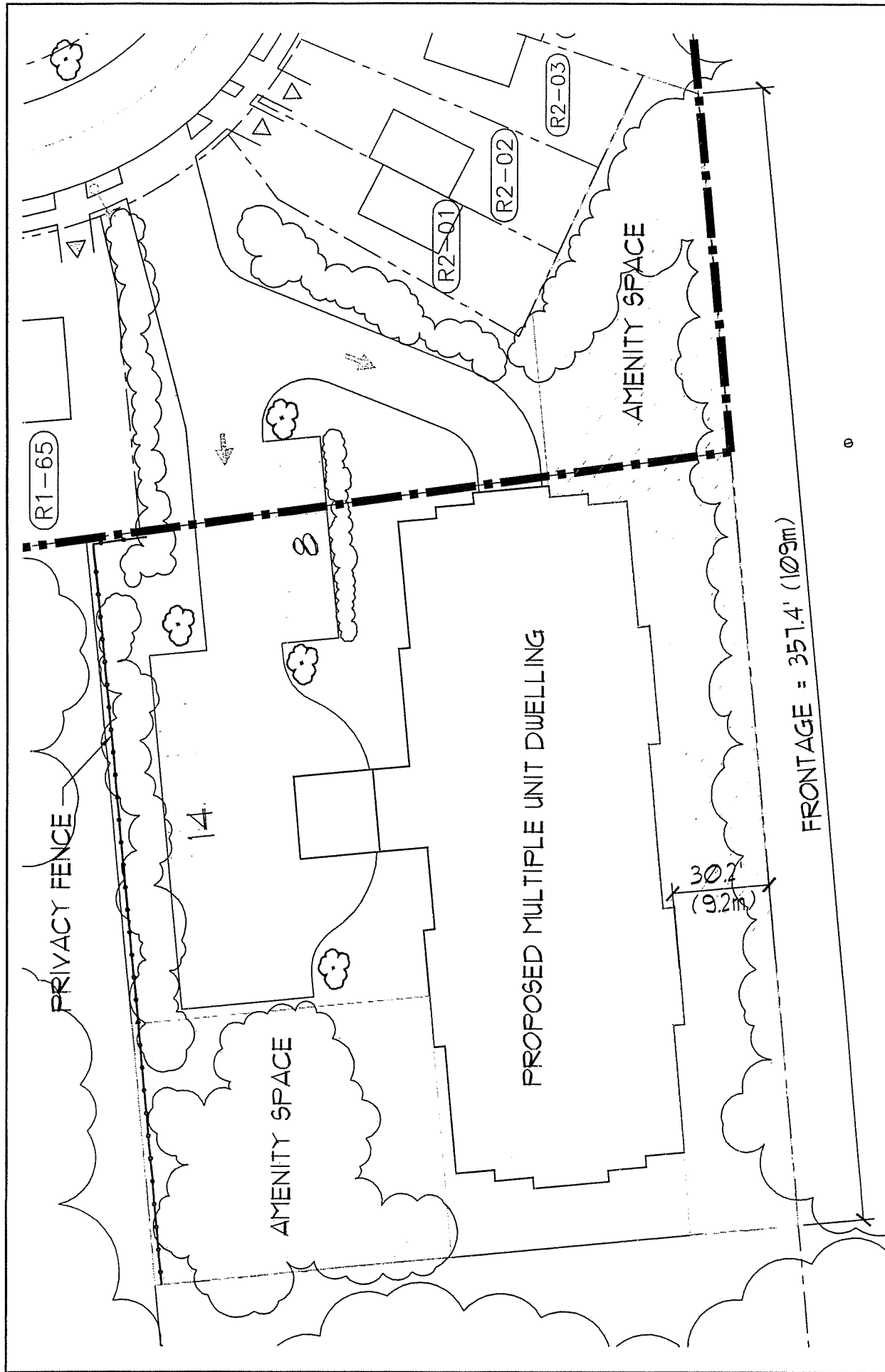


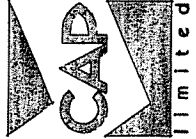






**Schedule C-5  
 Sanitary and Water  
 Servicing Plan**



	Date	30 MAY 05	Project No.	0243	Drawn	WS	Checked	Scale	1:500
	Project	ARW DEVELOPMENT Ltd. DARTMOUTH, NOVA SCOTIA			Title	MULTIPLE UNIT SITE PLAN			

Drawing  
**S2**



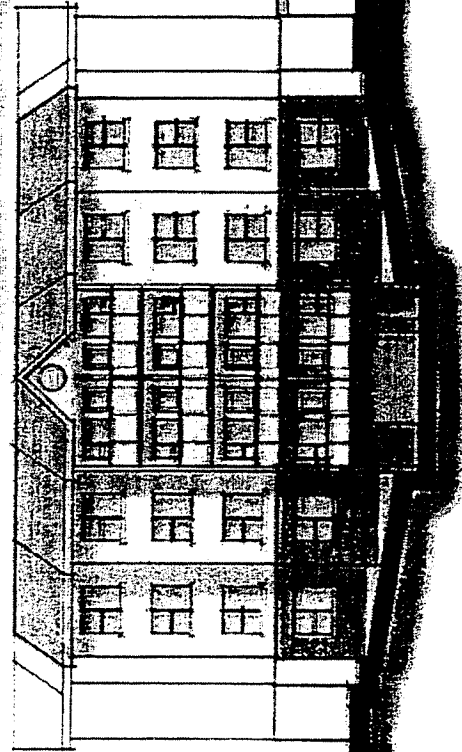
F R O N T V I E W

**PROPOSED**

**44 UNIT BUILDING**  
 DARTMOUTH " NOVA SCOTIA

MOUNT CEDAR DEVELOPMENTS

2 0 0 5



S I D E V I E W

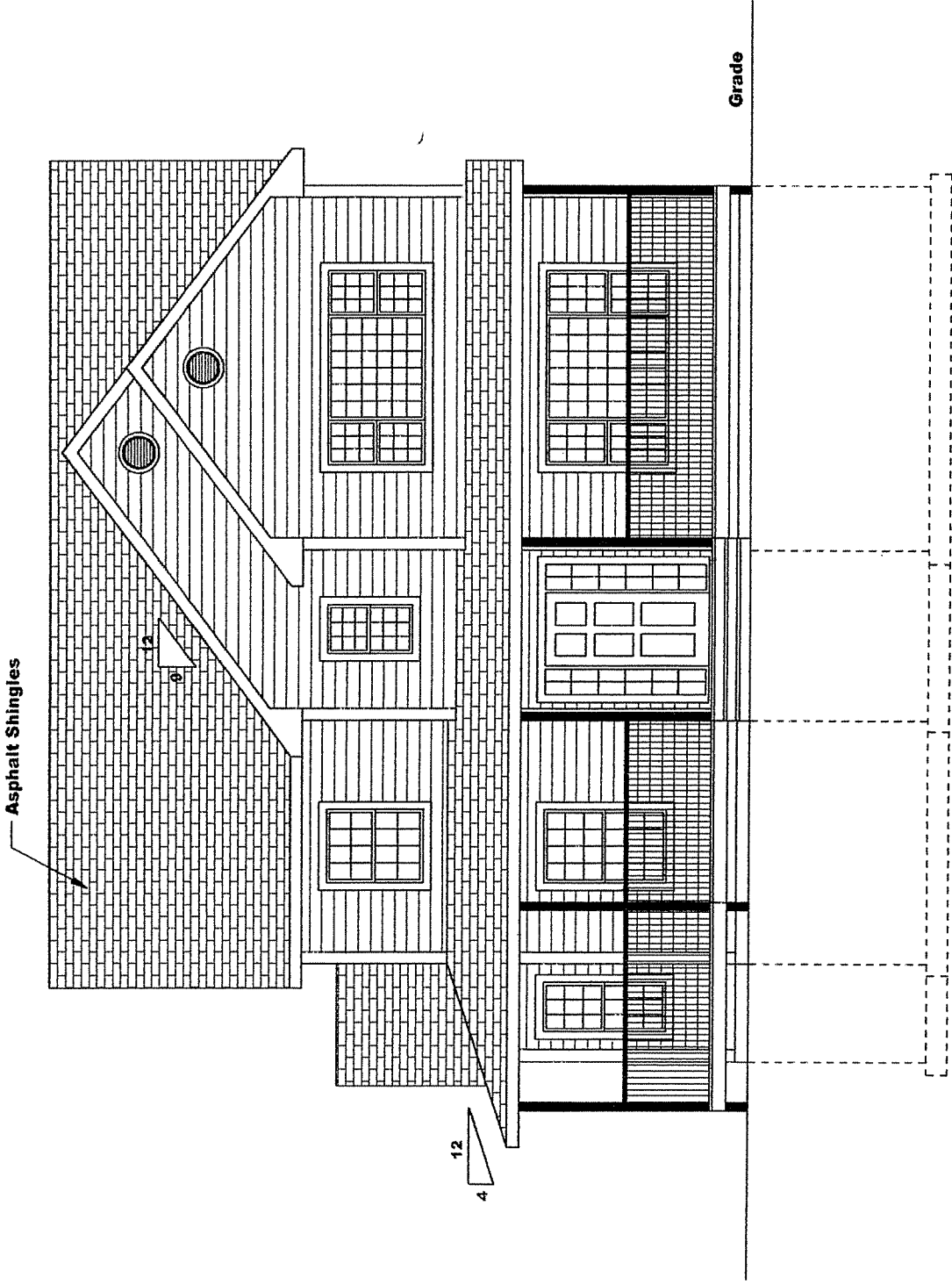




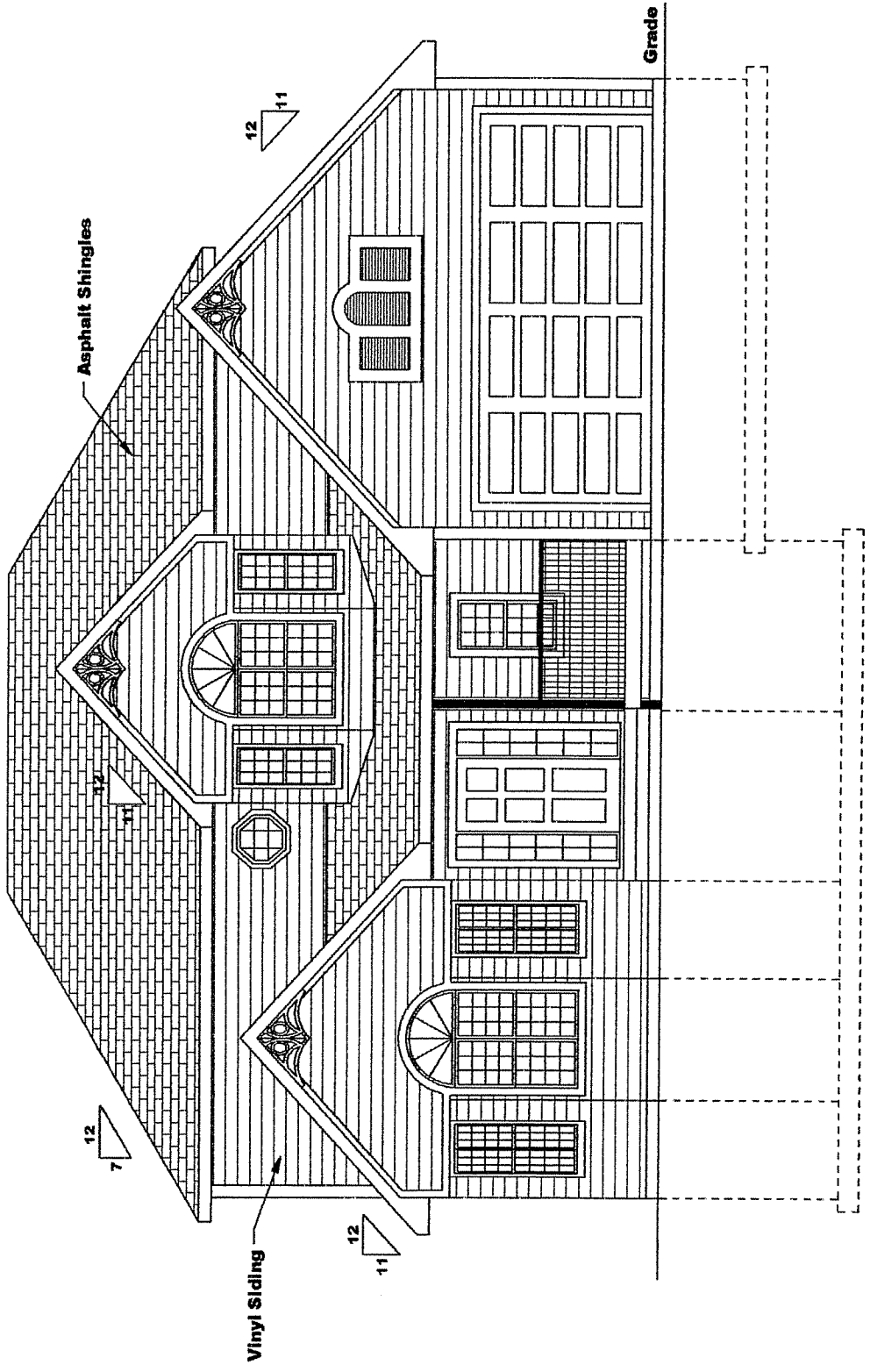
# The Majestic (NG)

## FRONT ELEVATION

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**Project:** 2003898  
**Drawn By:** K.J.D.  
**Date:** January 2003  
**Scale:** 3/16" = 1'-0"



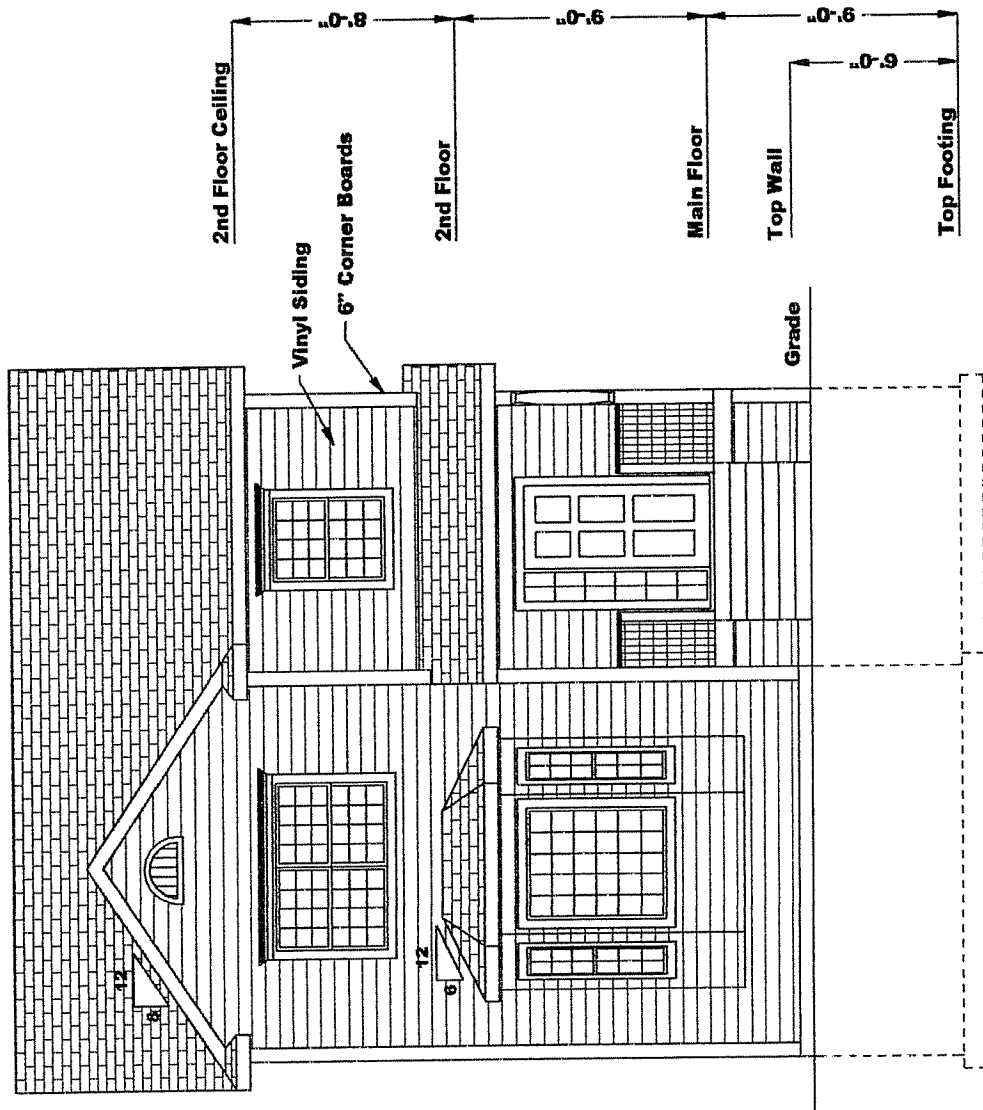
Schedule C-8  
Typical Single Unit  
Dwelling Elevation



Schedule C-8  
 Typical Single Unit  
 Dwelling Elevation

**NOTES:**

1. Do not scale these drawings.
2. Contractor to check and verify all dimensions, levels and datums.
3. This building construction to meet or exceed all local codes and requirements as well as the latest edition of the National Building Code.
4. Any and all changes to this plan must be approved by owner prior to change.
5. All finishes, doors, windows and fixtures to owners approval.
6. This plan is a product of a drafting service and may require an engineers stamp prior to construction.
7. Contractor to check and verify all structural members including: footings, foundations, joists, beams, posts, TJI, rafters, bearing walls, trusses and all steel members needed for construction prior to start of construction.
8. Ventilation and heat recovery system to be designed and installed by a certified installer.
9. Heating system to be determined by owner or contractor prior to construction.
10. Electrical plan to be provided by a certified electrician.
11. All bedroom windows to meet or exceed Canadian Egress Code
12. Entry door between house and garage to be sealed c/w automatic door closure.
13. Decks placed on 8" diam. sono tubes (Big Foot). 6"x6" posts to be used and 3-ply 2x8 beam used for support. Rail height to be 42".



**Schedule C-9  
 Typical RIM (smaller lot)  
 Single Family Dwelling**

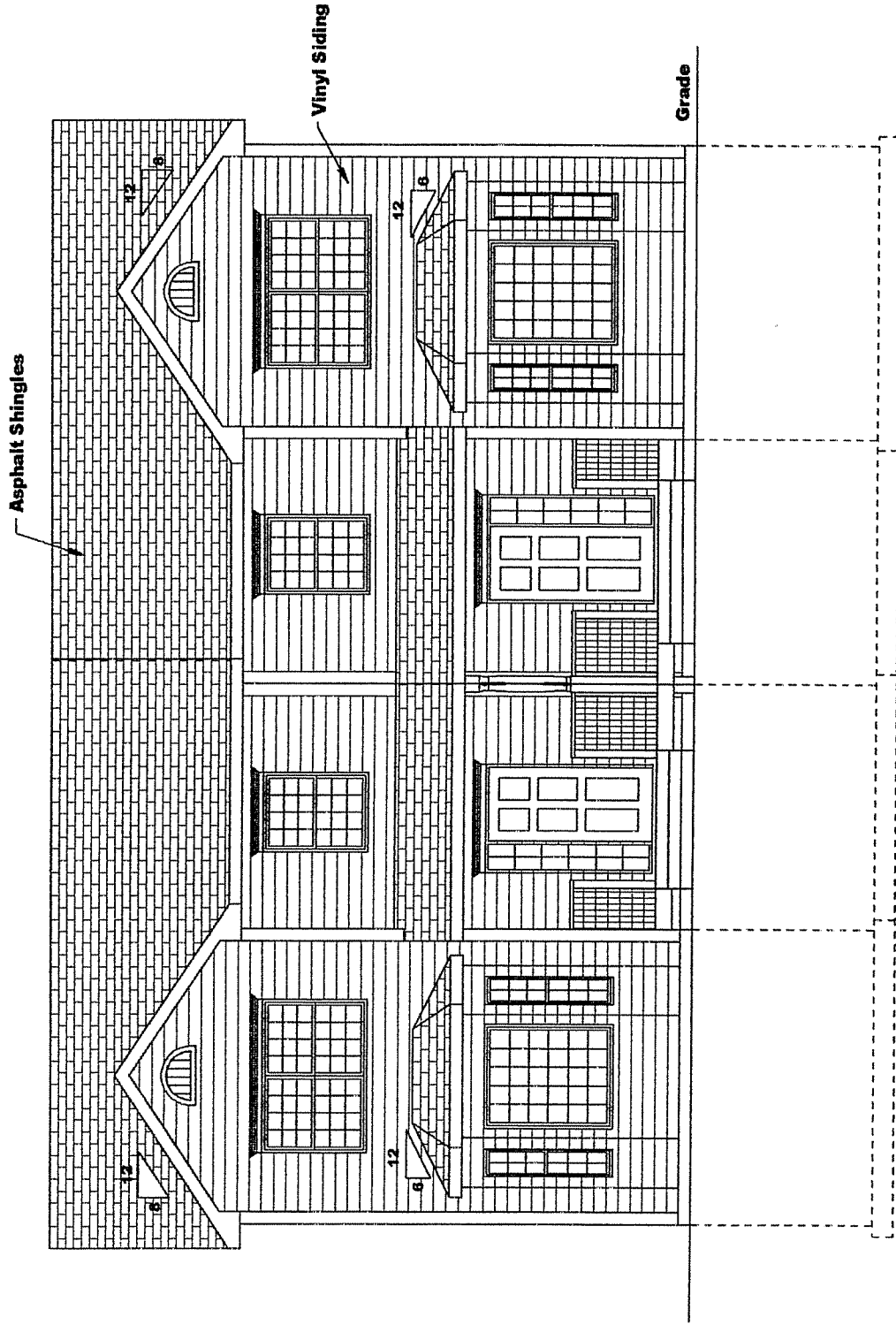
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Drawn By: K.J.D.  
Date: March 2004  
Scale: 3/16" = 1'-0"

FRONT  
ELEVATION

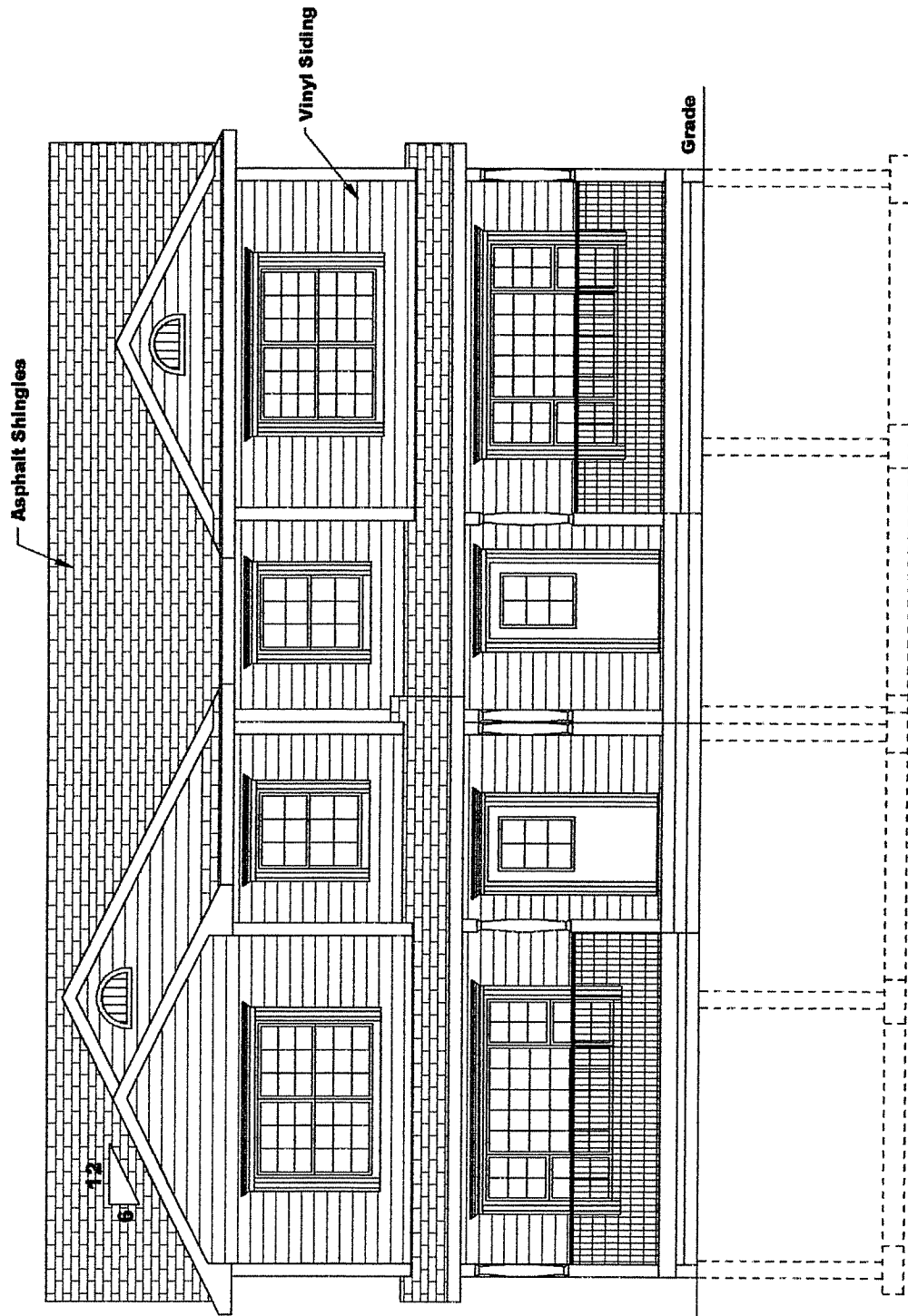
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Page



Schedule C -10  
Typical Semi-Detached  
Elevation



Schedule C -10  
 Typical Semi-Detached  
 Elevation