

North West Community Council  
November 8, 2005

TO: North West Community Council

SUBMITTED BY: Gail Harnish / for  
Joel Matheson, Chair  
North West Planning Advisory Committee

RE: Case 00730: Development Agreement Amendment, 477 Cobequid Road,  
Sackville

DATE: November 3, 2005

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**ORIGIN**

North West Planning Advisory Committee meeting - November 2, 2005

**RECOMMENDATION**

The North West Planning Advisory Committee recommend that North West Community Council:

- (1) Move Notice of Motion to consider the proposed amending agreement and schedule a public hearing.
- (2) Approve the amending agreement as set out in Attachment "E" of the staff report dated October 20, 2005, with the following amendments:
  - Require that the Stormwater Management Plan require that pre and post flows be balanced;
  - Revise Section 2.6 (i) of the amending agreement to add a clause to require a maintenance schedule for the oil and grit separator to be forwarded to the Watershed Advisory Board.
- (3) Require that the amending 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

The requested amendments will be addressed by staff at the Community Council meeting.

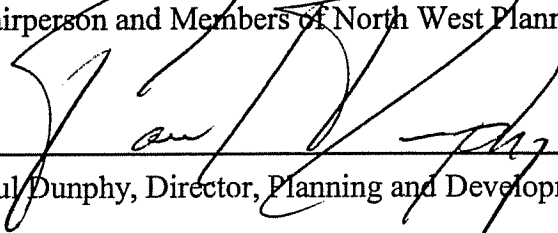
**ATTACHMENTS**

Staff report dated October 20, 2005

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: Gail Harnish, Admin/PAC Coordinator, 490-4937

**North West Planning Advisory Committee**  
**November 2, 2005**

**TO:** Chairperson and Members of North West Planning Advisory Committee

**SUBMITTED BY:**   
Paul Dunphy, Director, Planning and Development Services

**DATE:** October 20, 2005

**SUBJECT:** **Case 00730: Development Agreement Amendment, 477 Cobequid Road, Sackville**

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**ORIGIN**

Application by Metric Framing Limited

**RECOMMENDATION**

It is recommended that North West Community Council:

1. Move Notice of Motion to consider the proposed development agreement, and schedule a public hearing.
2. Approve the amending agreement as set out in Attachment "E".
3. Require that the amending 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, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

**BACKGROUND**

**Synopsis of Proposed Development:** Metric Framing Ltd., the property owner, wishes amend their existing development agreement to:

- permit the construction of a 1096 square metre (11,800 sq. ft) addition to an existing 930 square metre (10,000 sq.ft.) commercial building;
- create a new storage yard for their contracting business;
- expand parking and loading areas; and
- include an existing second access to the site.

A proposed amending agreement to support this proposal is provided as Attachment "E". A concept plan is attached as Schedule B of the proposed agreement.

**Location, Designation and Zoning:** The subject property is situated at 477 Cobequid Road, between Glendale Drive and First Lake Drive in Sackville (Map 1). The site is:

- subject to the policies and provisions of the Sackville Municipal Planning Strategy and Land Use By-law;
- located within the Rural Residential Designation, which is intended to support a semi-rural character;
- zoned R-6 (Rural Residential) Zone, which permits single unit residential uses;
- subject to an existing development agreement which permits the existing commercial building;
- approximately 6 acres in size and slopes from Cobequid Road towards Sucker Brook located to the east.

**Surrounding Land Uses:** Lands located immediately to the west and south of this site are zoned Community Commercial (C-2) Zone which permits a variety of commercial land uses. Development on surrounding lands includes an auto repair shop/junk yard, a fuel oil distribution office/furnace repair shop and a food bank / thrift shop. Lands to the north, east and south are zoned R-1 (Single Unit Dwelling) or R-6 (Rural Residential) Zone which primarily permit low density residential development. Two established residential areas are in close proximity to this development - Sucker Brook Road to the north and McVeigh Court to the east. Residentially zoned lands to the south are currently undeveloped.

**Enabling Policy:** Policy UR-24 of the Sackville Municipal Planning Strategy (MPS) enables Council to consider development agreements, for Community Commercial (C-2) uses on the subject property. Contracting services and shops are permitted in the C-2 Zone.

**Public Information Meeting:** A public information meeting was held on March 9, 2005 for this application with approximately 4 members of the public in attendance. No specific concerns were raised by the persons in attendance. Minutes of the meeting are provided as Attachment A. In

addition to a newspaper advertisement, written notification of the meeting was sent by regular mail to properties identified on Map 3. Should Council agree to hold a public hearing on this application, a similar process of notification will be undertaken.

**Site Visit:** Several site visits were made between March 2005 and October 2005 to assess conditions related to the proposed development.

**Halifax Watershed Advisory Board:** The application was reviewed by the Halifax Watershed Advisory Board as the property is immediately adjacent to Sucker Brook. The Board's comments are provided in Attachment B.

## **DISCUSSION**

The following is an evaluation of the proposal in relation to applicable policies of the Sackville Municipal Planning Strategy (refer to Attachment "C"):

**Policy Intent:** The proposed development is within the Rural Residential land use designation. This designation reflects the existing semi-rural environment by permitting a mix of single unit residential and resource uses while acknowledging the need to accommodate other forms of residential development and compatible local commercial uses. Notwithstanding the primary goal to support residential development, the MPS enables Community Commercial uses to be considered by development agreement on Cobequid Road subject to Policy UR-24 (Attachment B). Staff's review of the proposed development has determined that this proposal meets the requirements to be considered under the policy and is generally consistent with the MPS.

### **Issues Identified**

In reviewing the proposed development against policy criteria established under the Sackville Municipal Planning Strategy and comments made at the public information meeting, staff have identified the following areas for a more detailed discussion:

Scale of Development: The scale of the development is the main issue with this application. The policy enabling Community Commercial uses on the site does not set a maximum building size. However, the land use provisions of the Community Commercial Zone limit the size of any building to 10,000 square feet. The development agreement process enables Council to consider modifications to a land use by-law standard (i.e. setbacks, parking requirements, maximum floor area) and it is the opinion of staff that buildings larger than 10,000 square feet may be considered under Policy UR-24 provided they are appropriately integrated into the surrounding development.

The surrounding neighbourhood is a mix of commercial and residential land uses with various building sizes. The size of adjacent buildings is indicated in the following table:

Address	Total Floor Area (approx sq. ft.)	Number of Floors
APJ Automotive - 474 Cobequid Rd.	4,000	1
Wilson Fuels - 473 Cobequid Rd.	10,000	1
Food Bank - 470 Cobequid Rd.	20,000	2
Metric Framing - 477 Cobequid Rd.	10,000 (existing) 21,800 (proposed)	1 plus mezzanine
Residence - 485 Cobequid Rd.	2,000	2
Residence - 489 Cobequid Rd.	2,400	2
Residence - 491 Cobequid Rd.	1,200	2

Based on the surrounding building sizes, the proposed addition to 477 Cobequid Road would make it approximately the same size and scale, in terms of total floor area, as the largest adjacent building. The following factors limit the impact of the proposed building:

- the proposed addition is single floor in elevation with an approximate height of 24 feet.
- the proposed addition is screened from the street by the existing building and adjacent buildings.
- the proposed addition is in excess of 200 feet from the nearest residences.
- proposed fencing and existing landscaping will minimize the visual impact of the building from residences.

Based on the above factors and the varying size of the surrounding buildings and the size of the subject property, it is the opinion of staff that the proposed building is compatible with the surrounding properties.

Environment: The proposed development is adjacent to Sucker Brook and thus there is a concern relating to the impact of the proposed development on the watercourse. The Halifax Waters Advisory Board made a number of recommendations relating to the development of the site (Attachment B). Staff have included many measures in the agreement to fulfill the majority of the recommendations made by the Board, including:

- requiring protective catchment devices on any heating oil storage.
- requirement for an oil water separator if the site is paved.
- requiring preparation of a stormwater management plan by a qualified professional.
- requiring preparation of an erosion and sedimentation control plan by a qualified professional.
- provision of a 100 foot buffer adjacent to the brook.

The developer did not agree to a water quality monitoring program suggested by the Halifax Waters Advisory Board as their engineer felt the risk of damage to the brook was minimal given the limited amount of disturbance anticipated, the existence of a vegetated buffer area along the brook, the distance of the developed area from the brook and the erosion and sedimentation measures required

under the agreement. It is the opinion of staff that, although some form of water testing is desirable, excluding such a provision is not a sufficient basis for not approving the proposed agreement.

In addition to the Watershed Board's review, staff have identified some activity related to the dumping of small amounts of construction debris at the rear of the property which may compromise the 100 foot setback required from Sucker Brook. As of the date of this report, a representative of the property owner has indicated that removal of the debris should be complete by the end of October 2005. Staff believe that no further action should be necessary through the proposed agreement to ensure clean up. However, a further update on this matter will be provided to Council as this application proceeds.

**Aesthetics and Building Design:** The existing commercial building faces Cobequid Road, a major roadway. Its design is such that it has an aesthetic facade that is visible from the street whereas the materials used on the rear of the structure are more rudimentary, primarily painted steel siding. The proposed addition is to be constructed at the rear of the building, parallel to the south property line. The addition is to be clad in metal siding. The existing building and the proposed addition are screened by vegetation and orientation on the site. Staff consider the existing fencing and vegetation to be adequate such that additional measures to improve aesthetics on the proposed addition are not warranted.

**Traffic:** The existing development agreement allows for a single commercial access to Cobequid Road. There is already a second access constructed to the site and this access meets the safety requirements for a commercial driveway. This is reflected in the proposed amending agreement (Attachment E).

**Septic Capacity:** The proposed development will require an expansion or relocation of the existing septic system on the site. The proposed amending agreement allows for expansion or relocation of the current system subject to the review and approval of the N.S. Department of Environment and Labour (NSDOEL).

**Crime Prevention Through Environmental Design (CPTED):** The basic premise of CPTED is that a reduction in the fear and incidence of crime can be achieved through proper design and use of the built environment thereby improving the quality of life in a community. A CPTED audit identified aspects of the design where improvements could be made to achieve CPTED principles. These include requirements for appropriate lighting of the site and defining property boundaries with landscaping or fencing. These measures have been included in the proposed amending agreement (Attachment E).

**Other Concerns:** Other concerns such as the screening of garbage containers, derelict vehicles, fencing, landscaping and signage have been addressed in the proposed amending agreement.

**Conclusion**

Staff have reviewed community issues and the proposed development in detail and are satisfied that the proposal is reasonably consistent with the applicable policies of the Municipal Planning Strategy (Attachment "C"). As such, it is recommended that North West Community Council approve the proposed amending agreement to permit an expanded commercial building at 477 Cobequid Road.

**BUDGET IMPLICATIONS**

There are no immediate budget implications associated with this proposal.

**FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

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

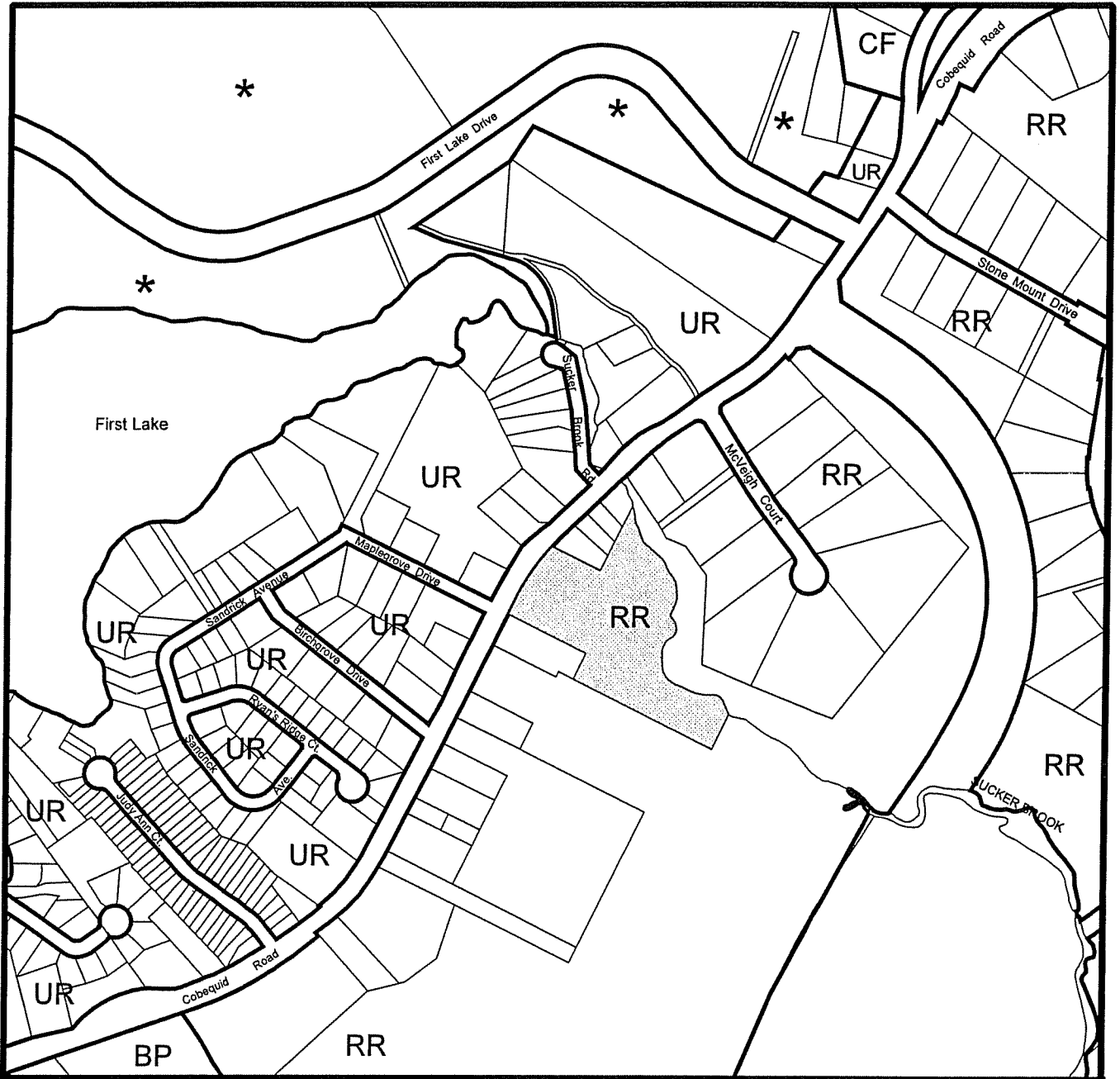
**ALTERNATIVES**

1. Council may choose to approve the proposed amending agreement. This is the recommended course of action.
2. Council may choose to refuse the proposed amending agreement, and in doing so, must provide reasons based on a conflict with MPS policies. This alternative is not recommended as staff is satisfied that both the proposed rezoning and development agreement are consistent with the policies and intent of the MPS.
3. Council may choose to alter the terms of the amending agreement. This may necessitate further negotiations with the applicant and additional report(s) In the event substantive revisions are requested subsequent to advertising for a public hearing, an additional public hearing may be required .


**ATTACHMENTS**

Map 1	Generalized Future Land Use Map
Map 2	Zoning Map
Map 3	Notification Map
Attachment "A"	Minutes from Public Information Meeting (March 9, 2005)
Attachment "B"	Minutes from Halifax Waters Advisory Board
Attachment "C"	Relevant MPS Policy
Attachment "D"	Existing Development Agreement
Attachment "E"	Proposed Amending 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: Andrew Bone, Planner 1, Planning and Development Services, 869-4226



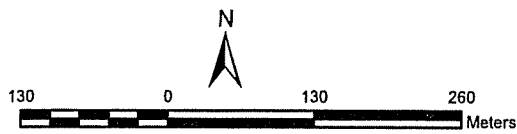
**Map 1**  
**Generalized Future Land Use**

 Subject Property

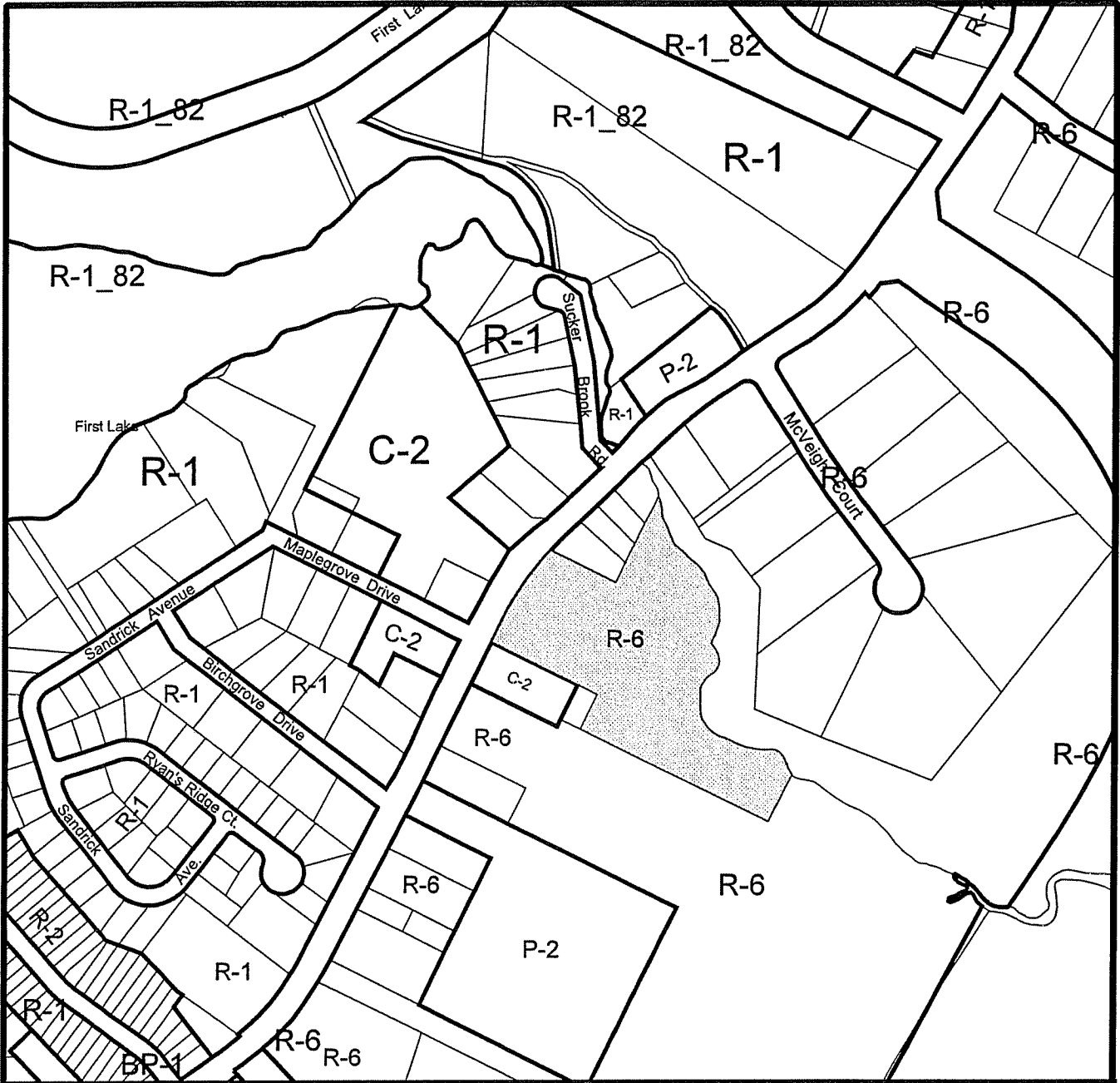


UR Urban Residential Designation  
 RR Rural Residential Designation

CF Community Facility Designation  
 \* Area under the 1982 Sackville MPS







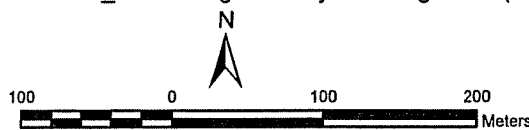
**Map 2  
Zoning**

- R-1 Single Family Dwelling Zone
- R-2 Two Unit Dwelling Zone
- R-6 Rural Residential Zone
- C-1 Local Business Zone



**Subject Property**

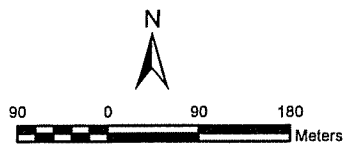
- C-2 Community Commercial Zone
- P-2 Community Facility Zone
- P-4 Park Reserve Zone
- BP-1 Business Park-1 Zone
- R-1\_82 Single Family Dwelling Zone (1982 Sackville Land Use Bylaw)





Map 3

 Notification Area



**HALIFAX**  
REGIONAL MUNICIPALITY  
Planning Services

**Attachment "A"**  
**Minutes from Public Information Meeting**

**HALIFAX REGIONAL MUNICIPALITY  
PLANNING SERVICES - SACKVILLE OFFICE  
PUBLIC INFORMATION MEETING  
CASE NO. 00730 - METRIC FRAMING LTD.**

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7:00 p.m.  
Wednesday, March 9, 2005  
Sackville Library, Fenerty Room

**STAFF:** Andrew Bone, Planner  
Cara McFarlane, Administrative Support

**APPLICANT:** Ivan Crnogorac, Applicant  
Sonya Crnogorac, Applicant

**REGRETS:** Councillor Bob Harvey, District 20

**OTHERS:** Barb Grant, North West Planning Advisory Committee (NWPAC)  
George Murphy (NWPAC)

**MEMBERS OF  
THE PUBLIC:** 4

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

**1. Andrew Bone, Planning Services**

Mr. Bone introduced himself as the planner assigned to this application; Bob Harvey sent his regrets, Councillor for District 20; and Cara McFarlane, Recording Secretary, taking the minutes.

Mr. Bone showed on overhead of where the property is located, 477 Cobequid Road, with a significant amount of road frontage and the rear of the property is by the watercourse, Sucker Brook. The existing land uses on this property are an existing 10,000 square foot building and a contracting yard (location for both shown on overhead). The building consists of five commercial units. The owner would like to propose an expansion to the existing building.

The property has been under a development agreement since the year 2000.

The Municipal Planning Strategy (MPS) for Sackville allows for the establishment of community commercial uses basically from Glendale Drive to First Lake Drive by development agreement only.

Mr. Bone read the commercial land uses that are permitted in this zone.

Mr. Bone explained the development agreement process.

## **2. Sonya Crnogorac, Metric Framing Ltd.**

Ms. Crnogorac explained that the site, before the building was built, was an open storage area for plywood and miscellaneous things. She has received positive feedback from the community. Metric Framing would like to expand because there are some people looking for the space and Metric Framing wants to diversify and open some more businesses themselves. Metric Framing is not only a building owner, but a tenant as well.

Currently, the front of the building has a brick facade. The building is quite compatible with the rest of the area. The expansion will be located in behind the building and the elevation of the roof trusses would be lower so it wouldn't be seen from the road.

The original development agreement contains a clause that a buffer of 100 feet must be maintained from Sucker Brook which they intend to keep in the proposed development agreement. The other buffer zones will be maintained as well.

As time goes on, there are plans to pave the extended parking lot as well as fence in an area (shown on overhead).

Currently, there is a gate which would be relocated to the proposed fenced in area.

The septic system will have to be expanded.

The expansion will be constructed with similar material used for the back of the existing building (metal siding) which is also similar to the building next door.

Ms. Crnogorac said they are planning to put one site sign to advertise for the people in the back of the building that don't have any road frontage.

## **3. Questions and Comments**

George Murphy, member of NWPAC, asked if it would be one or multiple businesses. Ms. Crnogorac said it would be multiple tenants. Mr. Bone explained that the development agreement allows for a broad range of C-2 uses. Mr. Murphy asked if it will contain retail stores. Mr. Bone said it would be very doubtful in the back of the building as it wouldn't be viewed from the street at all. This would probably be prime space for special trade shops.

Barb Grant, member of NWPAC, said it would probably attract building trade companies. Ms. Crnogorac explained that is the route they would like to go. There is already a kitchen cabinet business there.

Ms. Grant asked how many tenants does the building hold. Ivan Crnogorac, Metric Framing Ltd., said there could be up to eight units, but maybe three for themselves. Mr. Bone explained that the development agreement would allow for some flexibility in the sizing of the units so the developer has some options.

Mr. Murphy asked if it would be more practical to amend the existing development agreement. Mr. Bone explained that the policy to enable this is the same. The existing agreement is only five years old; therefore, it is quite up to date. It is the same process but a bit easier because it already enables a certain level of activity. A pre-application review has been done; therefore, staff comments from other departments have been received.

Ms. Grant asked if there is ever a time that this would not have to come to the public. Mr. Bone said sometimes the development agreements are written in a such a way that it would allow for some future expansion, but it would have to be very clear in the agreement. It is very common to amend a development agreement.

Ms. Grant asked if the development agreement is tied with a particular party. Mr. Bone explained that the development agreement is tied to the property not the owner.

#### 4. Adjournment

The meeting adjourned at approximately 7:23 p.m.

**Attachment "B"**  
**Minutes from Halifax Waters Advisory Committee**

TO: North West Community Council

SUBMITTED BY: Dr. Wayne Stobo, Chair, Halifax Watershed Advisory Board

DATE: May, 2005

SUBJECT: Case 00730: Application to Consider an Amendment to the Existing Development Agreement for Metric Framing, 477 Cobequid Road

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ORIGIN

At the 16 March, 2005 meeting of the Halifax Watershed Advisory Board, Mr. Andrew Bone, HRM Planner, presented an amendment to the existing development agreement to permit the expansion of the existing 10,000 sq. ft. building on this site by adding a 16,000 sq. ft. addition.

RECOMMENDATIONS

The primary concerns of the Watershed Advisory Board are to protect the watershed and the natural environment. The Board appreciates the opportunity to review this application and comment on its possible effect on the nearby Sucker Brook which is an important White Sucker spawning habitat. Gaspereau also use it as migratory route to and from First Lake.

1. The Board recommends that all stormwater run-off from the site be directed to a sedimentation and filtration holding pond to remove sediments and phosphorous before discharging into the buffer zone. The pond should have the capacity to handle least the 1-in-two year storm event for the site.
2. In order to encourage water infiltration, the Board recommends that the travel areas on the site should not be covered with an impervious surface, but if the site is ever fully paved, an oil/grit separator equipped with a hydrocarbon alarm should be installed. All manufacturers' recommendations for serving, cleaning and maintenance should be followed and records should be forwarded to HRM and the Board for review, on an annual basis.
3. The Board recommends that a Stormwater Management and Erosion Control Plan be prepared by a Professional Engineer to ensure that current run-off rates are not exceeded.
4. The Board recommends that if an outdoor oil tank is installed anywhere on the site, it be placed in a spill proof containment area and that an appropriate alarm system be installed to give alarm if an oil spill occurs.
5. The Board recommends that the quality of the water in Sucker Brook should be tested above and below the site for a 3-year period. The stormwater quality should be tested for

total suspended solids and petroleum hydrocarbons. If water quality degradation is observed, the developer should be required to take remedial action

6. In view of the commercial/industrial nature of this site, the Board recommends that a buffer of undisturbed vegetation or a landscaped berm be installed along its sides to encourage the run-off to percolate into the ground.
7. When the size of the bed of the present septic system is increased, the Board recommends that any modifications comply with the NSEL regulations for septic fields, and the system should be tested annually for 3 years after full build-out to ensure that is operating correctly.
8. The Board would like to see the 30m buffer to Sucker Brook be turned over to the Halifax Regional Municipality to ensure its it is protected and preserved as an undisturbed area.

#### BACKGROUND:

The 6 acre at 477 Cobequid Road, Sackville, (PID # 40296931) is located adjacent to Sucker Brook. The site has city water but uses on site sewage disposal.

**c: Andrew Bone, Planner**

**Attachment C**  
**Relevant Sackville MPS Policy**

**URBAN RESIDENTIAL DESIGNATION**

Local Commercial Uses

Prior to completion of one or more of the projects identified in Policy UR-23, provisions will be established to allow consideration of additional commercial development along the Cobequid Road, by development agreement. These provisions are consistent with other planning strategy policies, which recognize the potential for this area to accommodate future commercial and industrial development.

In keeping with the intent of the Urban and Rural Residential Designations, a primary goal in considering additional commercial developments in this area will be the protection of adjacent residential developments. The use of development agreements will ensure that future commercial development occurs in a controlled manner which recognizes the concerns of the adjacent residential community.

UR-24 Notwithstanding Policies UR-2 and RR-2, within the Urban and Rural Residential Designations, Council may consider permitting community commercial zone uses on properties along the Cobequid Road, between Sackville Drive and First Lake Drive, according to the development agreement provisions of the Planning Act. In considering such agreements, Council shall have regard to the following:

- (a) that no proposal shall be considered on lands along the northwest side of Cobequid Road, south of Glendale Drive;
- (b) that the site has frontage on and direct access to Cobequid Road;
- (c) that the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;
- (d) that adequate provision is made for buffering and screening from adjacent residential properties;
- (e) that site design features, including landscaping, signage, parking areas and driveways are of an adequate size and design to address potential impacts on adjacent development and to provide for the needs of users of the development;
- (f) that appropriate controls are established to address environmental concerns, including stormwater runoff;
- (g) hours of operation;
- (h) maintenance of the development; and
- (i) the provisions of Policy IM-13.



**IMPLEMENTATION**

IM-10 The following uses shall only be considered subject to the entering into of a development agreement.

- b) Within the Rural Residential Designation:
  - (iii) community commercial uses on properties along the Cobequid Road between Sackville Drive and First Lake Drive, according to Policy UR-24;

IM-13 In considering amendments to the land use by-law or development agreements, in addition to all other criteria as set out in various policies of this planning strategy, the Sackville Community Council shall have appropriate regard to the following matters:

- (a) that the proposal is in conformity with the intent of this planning strategy and with the requirements of all other municipal by-laws and regulations;
- (b) that the proposal is not premature or inappropriate by reason of:
  - (i) the financial capability of the Municipality to absorb any costs relating to the development;
  - (ii) the adequacy of sewer and water services;
  - (iii) the adequacy or proximity of school, recreation and other community facilities;
  - (iv) the adequacy of road networks leading or adjacent to, or within the development; and
  - (v) the potential for damage to or for destruction of designated historic buildings and sites.
- (c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
  - (i) type of use;
  - (ii) height, bulk and lot coverage of any proposed building;
  - (iii) traffic generation, access to and egress from the site, and parking;
  - (iv) open storage;
  - (v) signs; and
  - (vi) any other relevant matter of planning concern.
- (d) that the proposed site is suitable in terms of steepness of grades, soil and geological conditions, locations of watercourses, potable water supplies, marshes or bogs and susceptibility to flooding;
- (e) any other relevant matter of planning concern; and
- (f) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS.

IM-14 In considering amendments to the land use by-law or development agreements, the Sackville Community Council shall hold a Public Hearing according to the provisions of the Planning Act.

**Attachment E**  
**Proposed Amending Agreement**

**THIS AMENDING AGREEMENT** made this                    day of                    , 2005

BETWEEN:

**METRIC FRAMING 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 referred to as 477 Cobequid Road (PID 40296931) and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** the North West Community Council of the Municipality approved an application by the Developer to enter into a development agreement to allow for commercial building on the Lands, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number (6388) in Book Number (6528) at Pages (595 to 613) on March 3, 2000 (hereinafter called the "Agreement");

**AND WHEREAS** the Developer has requested an amendment to the provisions of the Agreement to permit the expansion of Community Commercial uses and buildings on the site;

**AND WHEREAS** the North West Community Council for the Municipality approved this request at a meeting held on November XX, 2005, referenced as Municipal Case Number 00730;

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

1. The Agreement shall be amended by deleting Schedule "B" and replacing it with a new Schedule "B", attached to this document as Schedule "B".

2. The Agreement shall be amended by adding a new Schedule, Schedule "D" - Erosion and Sedimentation Control Guidelines.
3. The Agreement shall be amended by adding a new Schedule, Schedule "E" - Lighting Guidelines.
4. Part 2, Section 2.1 of the Agreement shall be amended by adding the following words after the words "Elevation Plan":

"Schedule D      Erosion and Sedimentation Control Guidelines  
Schedule E      Lighting Guidelines"

5. The Agreement shall be amended by deleting Part 2, Section 2.2 and replacing it with the following:

"      **2.2      Land Use**

The Developer may develop the lands in manner, which, in the opinion of the Development Officer, is substantially in conformance with the Schedules attached to this agreement and the plans filed in the Halifax Regional Municipality Planning Services Department as Case 00148, and Case 00730 and the Land shall not use for another use than:

- (a) a maximum 22,000 square foot commercial building containing a maximum of eleven commercial spaces
- (b) permitted uses shall include and be limited to the uses listed as Schedule "C".

6. The Agreement shall be amended by deleting Part 2, Section 2.3.2 and replacing it with the following:

"      **2.3.2      Building Size**

- (a) The gross floor area of the entire commercial building shall not exceed twenty two thousand (22,000) square feet."

7. The Agreement shall be amended by deleting Part 2, Section 2.3.3 and replacing it with the following:

"      **2.3.3      Internal Features of Building**

- (a) The building may contain a maximum of eleven (11) individual commercial spaces.

- (b) The Development Officer may approve an increase or decrease in the number of individual commercial spaces provided the overall building footprint does not exceed 22,000 square feet and the architectural design and details of the building remain as generally illustrated on Schedule B.”
8. The Agreement shall be amended by adding the following words to Part 2, Section 2.3.4(a) after the words “35 feet”:
- “and be as generally illustrated on Schedule “B”.”
9. The Agreement shall be amended by deleting Part 2, Section 2.3.7 (b) and (c) and replacing it with the following:
- “
- (b) The area between the parking lot and the north property line (minimum 6m or 20ft) shall consist of existing vegetation and terrain. Existing trees and shrubs shall be preserved and maintained. The area located over the septic field shall be landscaped with grass.
- (c) A wooden 6 foot opaque privacy fence shall be provided between the proposed development and abutting, developed, residential properties (Lots 3 and 4 ) in order to minimize the visual impact of the commercial building and parking area on adjacent single unit dwellings. The developer shall provide additional privacy fencing if the adjacent to the undeveloped residential properties to the south (Lands of Annapolis Basin Pulp and Power Company Limited ) become developed for residential uses. The development Officer may permit either chain link or wooden privacy fencing in this location “
10. The Agreement shall be amended by deleting Part 2, Section 2.3.7 (e) and replacing it with the following:
- “(e) All remaining lands behind the building shall be preserved, undisturbed and left in a natural state as generally illustrated by Schedule “B”. Notwithstanding Schedule “B”, the developer shall provide a treed buffer of 20 feet along the most southerly property line. This buffer may be made up of existing vegetation and may be supplemented with additional planting.
11. The Agreement shall be amended by deleting Part 2, Section 2.3.9 (a) and replacing it with the following:
- “(a) Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

- (b) The Developer shall prepare a lighting plan and submit it to the Development Officer for review to determine compliance with this agreement. The lighting plan shall contain, but shall not be limited to, the following:
    - (i) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices.
    - (ii) Description of the illuminating devices, fixtures, lamps, supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required.
  - (c) The lighting plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this article will be secured. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the applicant shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.
  - (d) The lighting plan and all lighting fixtures shall comply with Schedule "E" Lighting Guidelines.
  - (e) Should the applicant desire to substitute outdoor light fixtures or lamps and install them on the lands after a permit has been issued, the applicant shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause."
12. The Agreement shall be amended by deleting Part 2, Section 2.3.10 (a) and replacing it with the following:
- "(a) Outdoor storage may be permitted behind the building in the area identified as "Contracting Yard" or "Future Fenced Compound" as shown on Schedule "B".
13. The Agreement shall be amended by deleting Part 2, Section 2.3.10 (b).
14. The Agreement shall be amended by deleting Part 2, Section 2.3.10 (f) and replacing it with the following:
- "(f) Refuse bins shall be permitted within the parking and loading zone areas (east side of building) and shall be screened with a combination of small shrubs and a four (4) foot high wooden fence around its perimeter."
15. The Agreement shall be amended by adding Part 2, Section 2.3.10 (g) after Part 2, Section 2.3.10 (f) as follows:

“(g) Non-operating or derelict vehicles or vehicle parts, shall not be permitted to be stored, kept or placed on any part of the property.

16. The Agreement shall be amended by adding a new clause Part 2, Section 2.5 (b) as follows:

“2.5(b) “The Development Officer may permit the construction or relocation of the septic field to any portion of the site approved by the Nova Scotia Department of Environment and Labour.”

17. The Agreement shall be amended by deleting Part 2, Section 2.6 and replacing it with the following:

“2.6 **Environmental Protection**

- (a) The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality, as part of the Developer's application for a municipal development permit, a design for a Stormwater Management System for the Lands acceptable to the Development Engineer.
- (b) The Developer agrees to construct at its own expense, a Stormwater Management System on the Lands which conforms to the design accepted by the Engineer pursuant to Section (a). The Developer shall provide certification from a Professional Engineer that the system has been constructed in accordance with the approved design.
- (c) The Developer agrees to undertake, at its own expense, a regular maintenance program on any stormwater management plan components in accordance to the manufacturer’s specifications.
- (d) The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of Environment and Labour (if applicable), as part of the Developer's application for a municipal development permit, an Erosion and Sedimentation Control Plan for the Lands. The plan shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of Environment and Labour and generally reflects (Schedule “D”). Specifically, this plan should outline the temporary erosion and sedimentation control measures (vegetative and mechanical) to be used during active construction of the project with an emphasis on minimizing the amount of soil disturbed and the duration of exposed soil.
- (e) All earthworks and construction on the Lands shall comply with the requirements the stormwater management plan and the erosion and sedimentation plan. The Development Officer shall require the Developer to post security in the amount of five thousand dollars (\$5,000.00) to

ensure that the environmental protection measures are properly implemented and maintained. The security shall be in favour of the Municipality and may be in a form of certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer within six months of the date of issuance of the final occupancy permit provided that all work for which environmental protection measures are required is satisfactorily complete.

- (f) The Developer agrees to observe and comply with the provisions of the Topsoil By-law, and further agrees not to commence any disturbance or removal of topsoil, trees or vegetation, excavation, grading or other site work on the Lands, until a permit has been issued by the Development Engineer.
- (g) Prior to any clearing, excavation or the placement of fill material on the Lands, the Developer shall submit a Grading and Drainage Plan indicating existing and proposed finished grades on the site and the effects of site drainage on the surface drainage of abutting properties and downstream receiving systems. All costs and all work associated with the stormwater drainage system shall be the responsibility of the Developer.
- (h) Any oil tank located on the Lands shall have a protective catchment device.
- (i) Paving of the outdoor storage area or parking area shall require that a new Stormwater Management Plan be submitted and reviewed for approval by the Development Engineer and Development Officer. Such a Stormwater Management Plan shall include an appropriately sized oil/water separator (s) to treat stormwater before discharge into the environment.
- (j) Construction materials and other wastes shall not be buried or discarded on the lands.
- (k) A 30m ( 100 foot) undisturbed buffer area along Sucker Brook shall be maintained and preserved at all times. The 30 m (100 foot) undisturbed buffer area shall include all vegetation, soil and terrain and shall be measured from the ordinary high water mark as generally illustrated on Schedule "B".

18. The Agreement shall be amended by adding Part 2, Section 2.7 (b) as follows after the words "now removal.":

“ 2.7 (b) The Developer shall adopt appropriate dust control measures to minimize dust rising from the site and as required by the Development Officer.”



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: )

Metric Framing Limited

per: \_\_\_\_\_ )

per: \_\_\_\_\_ )

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

Halifax Regional Municipality

per: \_\_\_\_\_ )

MAYOR

\_\_\_\_\_ )

per: \_\_\_\_\_ )

MUNICIPAL CLERK

**Schedule "D" - Erosion and Sedimentation Control Guidelines**

# EROSION AND SEDIMENTATION CONTROL ON CONSTRUCTION PROJECTS

A very important first step in reducing sedimentation of receiving water bodies is to develop a plan for controlling erosion before any earth-moving equipment disturbs a construction site. This plan is an integral part of the total site development plan and prescribes all the steps necessary, including scheduling, to assure erosion and sediment control during all phases of construction.

A knowledge of factors affecting erosion, as explained in Appendix B, provides the basis for technical erosion and sediment control principles. These principles can be utilized by the project planner in the design stage or readily implemented by a construction foreman in the field. Practical combinations of the five principle : outlined on the following pages should be utilized to the maximum extent possible on all construction projects.

## **2.1 ACCEPTED PRINCIPLES AND PRACTICES FOR REDUCING EROSION AND SEDIMENTATION**

### **1. FIT THE ACTIVITY TO THE TOPOGRAPHY, SOILS, WATERWAYS, AND NATURAL VEGETATION OF A SITE.**

- a) Costs for erosion control and maintenance can be minimized if a site is selected for a specific activity rather than attempting to modify the site to conform to the proposed activity.
- b) Detailed planning will assure that roadways, buildings and other permanent features related to the activity conform to the natural characteristics of the site.
  - Locate large graded areas on the most level portion of the site.
  - Avoid areas subject to flooding and make every effort to preserve all features of natural channels. **Note that any channel alterations require a permit from the Department of the Environment.**
  - Areas of steep slopes, erodible soils and soils with severe limitations of the intended uses should not be utilized without first overcoming the limitations through sound engineering practices.
  - limit the length and steepness of the designed slopes to reduce runoff volumes and velocities. Long, steep slopes should be broken by benching, terracing or constructing diversion structures.

**2. EXPOSE THE SMALLEST PRACTICAL AREA OF LAND FOR THE SHORTEST POSSIBLE TIME.**

- a) Earth changes and the removal of natural vegetation leave an area susceptible to erosion and sedimentation; the larger the disturbed area and the longer it is left unsterilized, the more serious the problem becomes.
  - Plan the phases or stages of development so that only the areas which are actively being developed are exposed. All other areas should have a good cover of temporary or permanent vegetation or mulch.
- b) Complete grading as soon as possible after it is begun. Then, immediately after grading is complete, establish permanent vegetation and surface cover such as gravel, and erosion controls in the area.
  - Revegetate the slopes as work progresses - for example, as cut slopes are made, or as fill slopes are brought up to grade. This process is known as staged seeding.
  - Minimize grading of large or critical areas during the season of maximum erosion potential.

**3. APPLY "SOIL EROSION" CONTROL PRACTICES AS A FIRST LINE OF DEFENSE AGAINST ON-SITE DAMAGE**

- a) Applying erosion control practices on a site will prevent excessive sediment from being produced.
  - Keep soil covered as much as possible with temporary or permanent vegetation or with various mulch materials. Even project materials such as brush, logs and chippings can serve as mulch and help to control erosion.
  - Use special grading methods such as roughening a slope on the contour or tracking with a cleated dozer.
  - Roll and compact soil to make it less erodible.
  - Incorporate other practices such as diversion structures to divert surface runoff from exposed soils, and grade stabilization structures to control surface water.
- Effective erosion control and sediment reduction depends upon judicious selection of conservation practices, adequate design, accurate installation in a timely fashion, and sufficient maintenance to ensure the intended results.
- c) Prevent "gross" erosion in the form of gullies.
- d) **When erosion is not adequately controlled, sediment control is more difficult and expensive.**

**4. APPLY "SEDIMENT CONTROL" PRACTICES AS A PERIMETER PROTECTION TO PREVENT OFF-SITE DAMAGE.**

- a) The second line of defence is to control runoff and prevent sediment from getting off-site. Generally, this is done by either filtering runoff as it flows through an area or impounding the sediment-laden runoff for a period of time so that the soil particles settle out.
- Berms, sedimentation basins, sediment traps, and vegetative filters are some examples of practices used to control sediment and protect watercourses.
  - Vegetative and structural sediment control measures can be classified as either temporary or permanent depending on whether or not they will remain in use after development is complete.
- b) The best way to control sediment, however, is to prevent erosion at its source.

**5. IMPLEMENT A THOROUGH MAINTENANCE AND FOLLOW-UP OPERATION.**

This fifth principle is vital to the success of the four others. A site cannot be effectively controlled without thorough, periodic checks of the erosion and sediment control practices. These practices must be maintained just as construction equipment must be maintained, and materials checked and inventoried.

- Start a routine "end of day check" to make sure that all control practices are working properly.
- Check the weather forecast daily and be prepared if rain is predicted.
- Throughout construction keep an adequate inventory on hand of materials such as straw bales, polyethylene, gravel, or rock riprap, and scout the area for other sources of useful materials like hay, bark or sawdust for mulching.

Usually these five principles are integrated into an overall plan of vegetative and structural measures and management techniques aimed at preventing erosion and controlling sediment, as demonstrated by the flow chart, Figure 3. In most cases, a combination of limited grading, limited time of exposure and a judicious selection of erosion control practices and sediment trapping facilities will prove to be the most practical method of controlling erosion and the associated production and transport of sediment.

**PREPARE EROSION AND SEDIMENTATION CONTROL PLAN**

Consists of a written document and drawings based on accepted principles and practices and reducing erosion and sedimentation.

- Carry out a thorough soils analysis
- Fit the activity to the natural site featured particularly waterways
- Include a stormwater management plan
- Expose the smallest area for the shortest practical time
- Plan for erosion control materials and the time to apply them
- Plan the location for sedimentation control measures
- Prepare for contingencies - maintenance is very important

**IMPLEMENT TEMPORARY EROSION AND SEDIMENTATION CONTROLS DURING CONSTRUCTION**

SURFACE STABILIZATION (TEMPORARY)		DRAINAGE CONTROL (TEMPORARY)		
VEGETATIVE (1.5) BUFFER STRIPS	NONVEGETATIVE RIPRAP (1.1)	CHANNELS (DITCHES) (2.1)(2.2)	GRADING PRACTICES (1.0)	SEDIMENTATION PONDS (2.10) (TEMPORARY/ PERMANENT)
MULCHING	GABION BASKETS(1.2)	CHECK DAMS BRUSH (2.7A)		FILTER BARRIERS STRAW (2.8)
HYDROSEEDING	GEOTEXTILE FILTER FABRIC(1.3)	ROCK (2.7B)		FILTER FABRIC (2.9)
MATTING (1.4)	MATTING (1.4)			

**IMPLEMENT MAINTENANCE PROGRAM THROUGHOUT CONSTRUCTION**

DAILY ROUTINE CHECKS    REPAIRS    REPLACEMENTS    INVENTORY OF CONTROL MATERIALS

**PERMANENT EROSION CONTROL FOR FINISHED SITE**

SURFACE STABILIZATION (PERMANENT)		DRAINAGE CONTROL (PERMANENT)		
VEGETATIVE (1.5) SEEDING	NONVEGETATIVE RIPRAP (1.1)	CHANNELS (DITCHES) (2.1)(2.2)	STORM DRAIN OUTLET PROTECTION (2.4)	CHECK DAMS ROCK (2.7B)
SODDING	GABION BASKETS (1.2)	BERMS TERRACES, FINAL GRADING (1.0)	SEEPAGE DRAINS (2.6)	EARTH SODDED (2.7 E)
MATTING (1.4)	GRAVELING  PAVING	GRASSED WATERWAYS (2.3)	CHUTES AND DOWNDRAINS (2.5)	GABIONS (2.7C)
				WOODEN PLANKS (2.7B)
				SANBBAGS (2.7F)
				SEDIMENTATION PONDS (2.10)

**MAINTAIN PERMANENT EROSION CONTROL**

MAINTENANCE PROGRAM

ROUTINE CHECKS    REPAIRS    REPLACEMENTS    INVENTORY OF CONTROL MATERIALS

FIGURE 3  
STEPS TO FOLLOW IN PREPARING AN EROSION AND SEDIMENTATION CONTROL PROGRAM FOR CONSTRUCTION PROJECTS.  
NOTE: NUMBERS IN BRACKETS REFER TO FACTSHEETS, SECTION 2.

**Schedule "E" - Lighting Guidelines****1. Purpose**

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

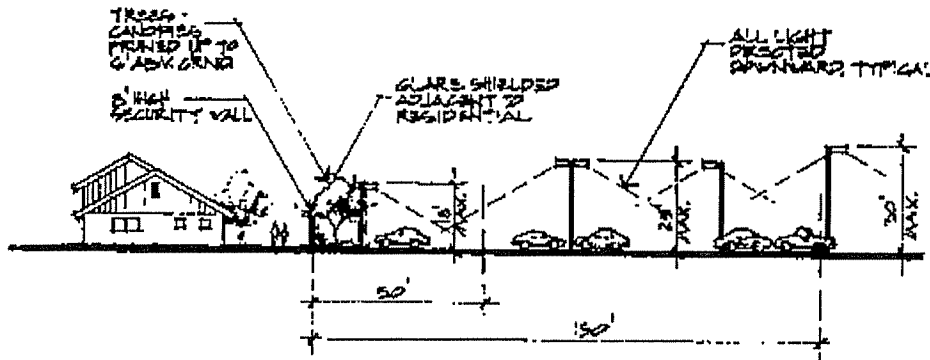
**2. Lighting Configuration**

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

more than ten (10) feet, at ground level, and may also be required at six (6) feet above ground level, depending on the applicable risk factors.

- (f) Any exterior lighting device (luminaire) designed for security lighting shall be protected by weather and vandal-resistant covering, a managed light source, directed down, to minimize glare and intrusiveness.

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



### **3. Minimum Illumination Guidelines**

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

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

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



<b>Activity Risk and Minimum FC</b>	<b>Land Use</b>
Medium Low Risk Activity 1-2 FC	<ul style="list-style-type: none"> <li>· Multi-Housing</li> <li>· Health Care</li> <li>· Industrial (night use)</li> <li>· Preschools</li> <li>· Worship</li> <li>· Hospital</li> <li>· General Retail</li> <li>· Dental</li> <li>· Warehouse (night use)</li> <li>· Educational</li> <li>· Storage</li> <li>· General office (night use)</li> <li>· Grocery stores (non 24 hours)</li> </ul>
Low Risk Activity .50-1	<ul style="list-style-type: none"> <li>· Warehouse (day use)</li> <li>· Office (day use only)</li> <li>· Greenbelt</li> <li>· Car Dealers (after hours)</li> <li>· Parks</li> <li>· Industrial (day use)</li> <li>· Mini-storage</li> <li>· Retention areas</li> <li>· Walkways in Apartment Complexes</li> </ul>

**4. Filtering and Shielding.**

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

**Requirements for Shielding and Filtering**

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

<sup>1</sup> Most glass, acrylic or translucent enclosures satisfy these filter requirements

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

<sup>3</sup> Metal halide lamps shall be in enclosed luminaries.

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

<sup>5</sup> Warm white natural lamps are preferred to minimize detrimental effects.

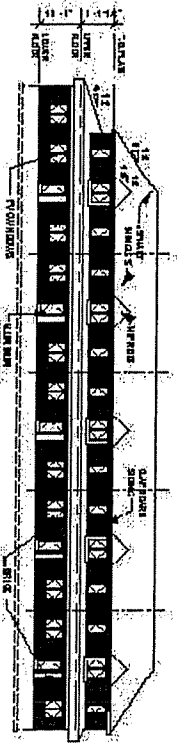
<sup>6</sup> For the purposes of this article, quartz lamps shall not be considered an incandescent light source.

**5. Definitions.**

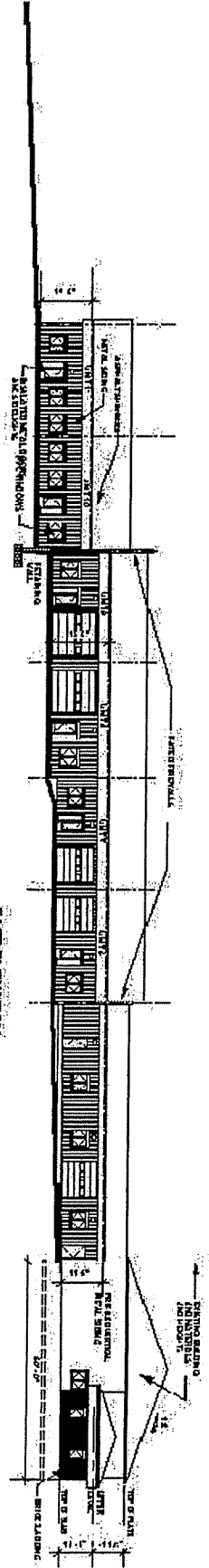
- (a) Outdoor light fixtures shall mean outdoor artificial illuminating devices, outdoor fixtures, lamps and other devices, permanent or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot or flood lights for:
- (1) Buildings and structures,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

**6. Restrictions.**

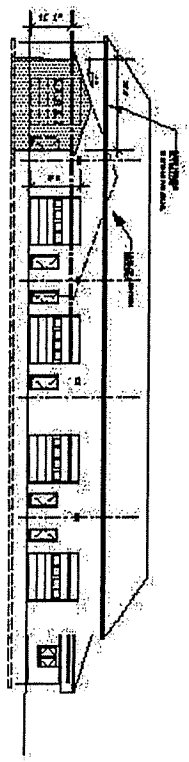
- (a) Outdoor building, landscaping and signs. The unshielded outdoor illumination of any building or landscaping is prohibited except with incandescent fixtures with lamps of one hundred (100) watts or less. Lighting fixtures used to illuminate an outdoor advertising sign shall be mounted on the top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



**EXISTING STREET (NORTH) ELEVATION**  
 NOTE: NO CHANGE PROPOSED OR VIEWED FROM ST. RETROGRADE



**WEST ELEVATION**



**SECTION - EXISTING SOUTH ELEVATION**

**EAST ELEVATION**

Schedule B - 1 of 2

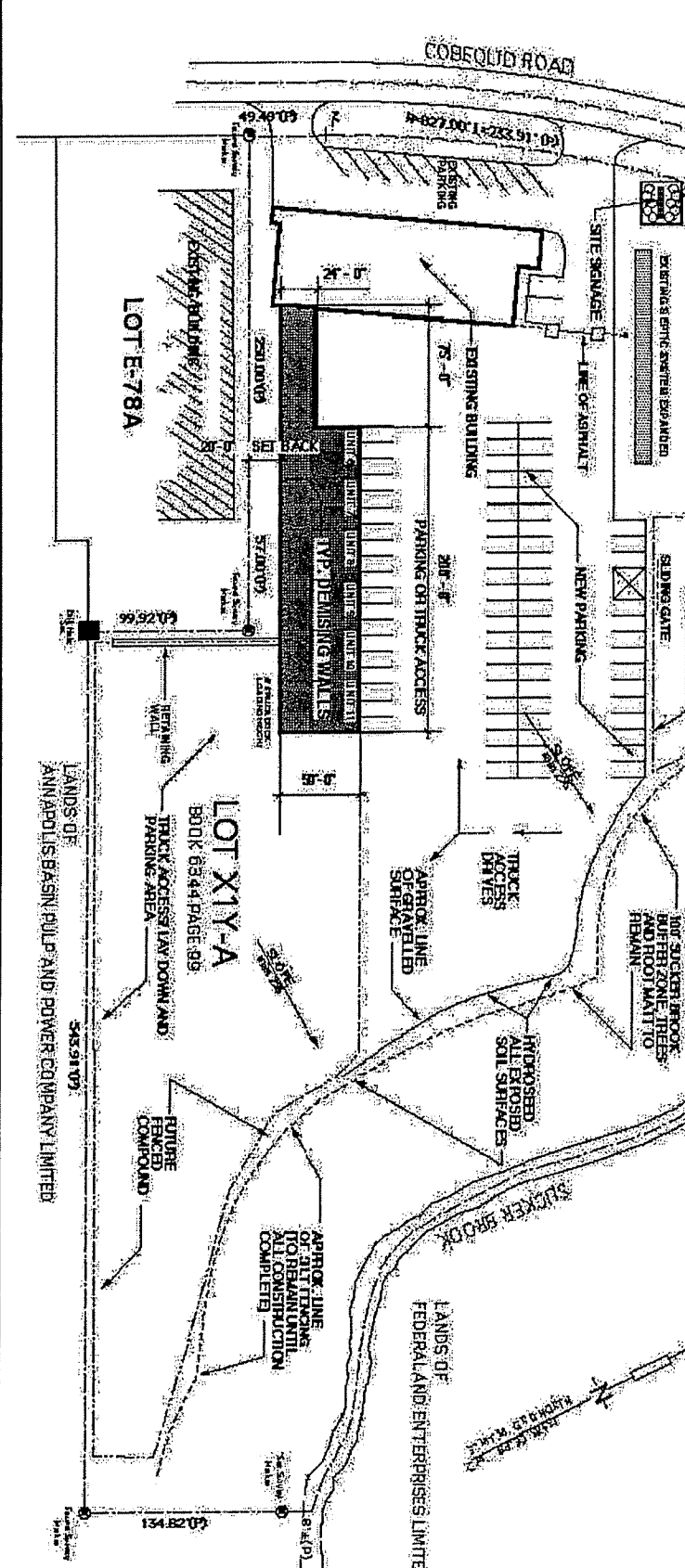
**BUILDING ELEVATIONS**  
**METRIC FRAMING BUILDING**

477 COBEQUID ROAD  
 LOWER SACKVILLE, NOVA SCOTIA  
 JUNE 2005, SCALE 1" = 30'-0"

**GENERAL NOTES**  
 - EXISTING MATERIALS TO MATCH EXISTING IN COLOR, STYLE AND PROFILES.  
 - ALL CONSTRUCTION SHALL MEET OR EXCEED THE REQUIREMENTS OF THE N.B.C.,  
 LOCAL AND MUNICIPAL CODES AND BYLAWS.

**SITE PLAN**  
**METRIC FRAMING BUILDING**  
 477 COBOLD ROAD  
 LOWER SACKVILLE, NOVA SCOTIA  
 JUNE 2009, SCALE: 1" = 80' - 0"

**GENERAL NOTES:**  
 1. STOPPER TO THE SOUTH EAST, SHUT FROM DRAINAGE PROPOSED OVER GRAVELLED SURFACE TO GRAVELLED SURFACE TO A 100' BUFFER ZONE AND EXISTING RECEIVING BODY. STOPPER SHALL BE ON THE DOWNHILL BOUNDARY OF SACK BROOK CONSTRUCTION WATERSHED. STOPPER SHALL BE TO A CONTAINMENT FORD AND SILLATION BEYOND FORD TO DISCHARGE TO THE BUFFER ZONE AND BROOK. ALL CONSTRUCTION SHALL MEET OR EXCEED THE REQUIREMENTS OF THE N.S. LOCAL PROVINCIAL BYLAW AND FOLLOW THE REQUIREMENTS OF THE BEST OF THE CURRENT AND MANUAL OF CONTROL OF SEDIMENTATION ON CONSTRUCTION SITES, LATEST EDITION.



COBOLD ROAD

LOT E-78A

LOT 4

LOT 3  
DRAQUE  
FENCING

LOT 2

LOT 1

LANDS OF  
FEDERAL ENTERPRISES LIMITED

LOT X1Y-A  
BOOK 6544 PAGE 89

LANDS OF  
ANNAPOLIS BASIN PULP AND POWER COMPANY LIMITED

WATERMANS WALKS

SACKER BROOK

BEARING  
149°43.9' W 1/4"

100' SUECKER BROOK  
BUFFER ZONE - TREES  
AND FLOOD WALL TO  
HEMANN

CONTRACTING  
YARD

SLIDING GATE

NEW PARKING

PARKING ON TRUCK ACCESS

EXISTING BRINE SWITCHER BLD AND PZ

LINE OF SIGNAL T

EXISTING PAVEMENT

APPROX. LINE  
OF ALL FENCING  
TO REMAIN UNTIL  
ALL CONSTRUCTION  
COMPLETE

APPROX. LINE  
OF GRAVELLED  
SURFACE

APPROX. LINE  
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Case 00148

59

ad.

HALIFAX COUNTY REGISTER OF DEEDS		628	6528	595-1d3
I certify that this document was registered as shown here.		Doc. #	Book	Pages
Arbitration	Register	Mar 3/2000	342	Time
		DD	MM	YY
		, 2000		

595

THIS AGREEMENT made this 9 day of Feb, 2000

BETWEEN:

Attachment "D"  
Existing Development Agreement

METRIC FRAMING 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

APR 11 1999  
AS TO EOR.  
Municipal Solicitor

WHEREAS the Developer is the registered owner of certain lands referred to as 477 Cobequid Road (PID 40296931) 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 a community 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 Sackville;

AND WHEREAS the North West Community Council approved this request at a meeting held on December 9, 1999, referenced as Municipal Case Number 00148;

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

**PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

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

- 1.2 Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law of Sackville, as may be amended from time to time.
- 1.3 Pursuant to Section 1.2 nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or 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.
- 1.4 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.5 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer or lot owner.
- 1.6 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **2.1 Schedules**

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:

Schedule "A"	Legal Description of the Lands, identified as 477 Cobequid Road.
Schedule "B"	Concept Plan and Elevation Plan
Schedule "C"	Permitted Uses

## 2.2 Land Use

The Developer may develop the lands in manner, which, in the opinion of the Development Officer, is substantially in conformance with the Schedules attached to this agreement and the plans filed in the Halifax Regional Municipality Planning Services Department as Case 00148, and the Land shall not use for another use than:

- (a) a maximum 10,000 square foot commercial building containing five commercial spaces
- (b) permitted uses shall include and be limited to the uses listed as Schedule "C".

## 2.3 Detailed Provisions for Land Uses

### 2.3.1 Building Location

- (a) The building shall be located on the south western corner of the property facing Cobequid Road and as generally illustrated on Schedule "B".

### 2.3.2 Building Size

- (a) The gross floor area of the entire commercial building shall not exceed ten thousand (10,000) square feet.

### 2.3.3 Internal Features of Building

- (a) The building shall contain five (5) individual commercial spaces.
- (b) The Development Officer may approve an increase in the number of individual commercial spaces provided the overall building footprint does not exceed 10,000 square feet and the architectural design and details of the building remain as generally illustrated on Schedule B.

### 2.3.4 Building Height and Setbacks

- (a) The height of the building shall not exceed 35 feet.
- (b) The building location shall be as generally illustrated on Schedule "B".



### 2.3.5 Architectural Design

- (c) The architectural design of the building shall be as generally illustrated by Schedule "B" in the opinion of the Development Officer.
- (b) Ornamental features shall be provided on the front facade of the building including the barrier-free access with deck, railings and steps.
- (c) The architectural treatment (windows and window treatments, trim, color etc.) of the front facade of the building shall be continued in its features around all visibly exposed sides as illustrated by Schedule "B".
- (d) The building walls facing Cobequid Road shall include window openings trimmed with frames, sills and lintels and the percentage of permitted windows shall not exceed 50% of the building wall face area.
- (e) The building shall include six dormers (five on front facade and one on the north facade) and windows with gable set as illustrated by Schedule "B".
- (f) All windows and doors shall be accentuated by design details including arches, hoods, moldings, decorative lintels, pediments and sills.
- (g) The front facade of building shall incorporate architectural details such as but not limited to pilasters, columns and corner boards to create the appearance of the five (5) individual commercial spaces.
- (h) The Development Officer, in consultation with a Planner, may approve slight variations to the architectural design and detailing of the building, provided such variations are minor in nature and further the intent of this agreement.

### 2.3.6 Access and Driveway

- (a) A parking area shall be provided with a minimum of 3.5 parking spaces per 1,000 square feet of gross floor area. Parking for the mobility disabled and loading areas shall be provided.
- (b) The parking lot shall be a minimum of 6m (20 ft) from Cobequid Road and a minimum of 6m (20 ft) from the north property boundary.
- (c) Driveway, parking and storage area may consist of loose gravel. If these areas are to be paved a Stormwater Management Plan shall be submitted to and require approval by Engineering and Development Services.

- (d) The existing access on Cobequid Road may be utilized for driveway. If an alternative and/or additional access is proposed, an approval under By-law S-300 shall be required.

### 2.3.7 Landscaping

- (a) The area between the parking lot and Cobequid Road (minimum 6m or 20 ft) shall be landscaped and consist of a combination of grass, small shrubs or trees, and/or flower beds.
- (b) The area between the parking lot and the north property line (minimum 6m or 20ft) shall consist of existing vegetation and terrain. Existing trees and shrubs shall be preserved and maintained.
- (c) A wooden 6 foot privacy fence running north and north-east along the side property line (adjacent abutting residential properties) may be provided in order to minimize the visual impact of the commercial building and parking area on adjacent single unit dwellings if deemed necessary (at any time) by the Development Officer.
- (d) A landscaped area between the front facade of the building, parking lot and walkway shall be provided and consist of small shrubs and/or flower beds.
- (e) All remaining lands behind the building shall be preserved, undisturbed and left in a natural state as generally illustrated by Schedule "B".
- (f) No occupancy permit shall be issued until all landscaping and fencing, if applicable, has been completed, except that the occupancy permit may, upon written approval of the Development Officer, be issued subject to security provided to Halifax Regional Municipality in the amount of 110 per cent of the cost of completion of all outstanding landscaping. The security shall be in favour of Halifax Regional Municipality and may be in the form of a certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of all landscaping and fencing, if applicable, as illustrated in Schedule "B" and described herein and as approved by the Development Officer.

### 2.3.8 Signage

- (a) Signs shall be limited to signage identifying the business and limited to:
- one fascia sign per commercial space may be located on the front facade of the building.
  - one ground sign may be permitted on the property.
- (b) Each fascia sign shall not exceed 10% of the area to which is it affixed or exceed 2.8 m<sup>2</sup> (30 sq ft) in size nor extend above the top or project beyond the extremities of the wall in which it is attached. The final design and location of the sign shall be approved by the Development Officer.
- (c) A ground sign shall not exceed a height of 6m (20 ft) from the finished grade. No ground sign shall obstruct the vision of drivers leaving the roadway or driveway, or detract from the visibility or effectiveness of any traffic sign or control device on public streets. The final design and location of the sign shall be approved by the Development Officer.
- (d) No mobile or moveable sign shall be permitted.

### 2.3.9 Lighting

- (a) Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### 2.3.10 Outdoor Storage and Display

- (a) Outdoor storage may be permitted behind the building.
- (b) Outdoor storage shall be approximately 3170m<sup>2</sup> (34,000 sq ft) located in the area as generally illustrated by Schedule "B".
- (c) Paving of the outdoor storage area shall require a Stormwater Management Plan shall be submitted to and require approval by Engineering and Development Services.
- (d) Storage of hazardous materials or chemicals shall not be permitted in the outdoor storage area.

- (e) The entire perimeter of the outdoor storage area shall contain a fence of a minimum height of 6 feet and the entrance to the storage area shall be gated. The fence shall comprise opaque material (wood, slatted chain link, or approved equivalent) on the southwest and northeast perimeters, and any other side visible from the street or adjoining properties, as determined by the Development Officer.
- (f) One refuse bin shall be permitted within the loading zone area (east side of building) and shall be screened with a combination of small shrubs and a four (4) foot high wooden fence around its perimeter.

#### **2.3.11 Hours of Operation**

- (a) The hours of operation shall be between the hours of 7:00am and 10:00pm daily.

### **2.4 Municipal Services**

- (a) The building shall connect to the municipal water system. The design, installation and cost associated with the provision of services, included but not limited to, water supply, sanitary sewers, storm sewer and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer, and no development permit shall be issued by the Development Officer until written approval from the Municipal Engineer and any other applicable authorities with respect to the design of all systems has been received.
- (b) Any disturbance to the existing on-site and off-site infrastructure resulting from the development, including but not limited to pavement, utilities and landscaping areas (including areas to remain undisturbed) shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer in consultation with other appropriate HRM departments.
- (c) A Backflow Prevention Device for municipal water service shall be installed in the building.

### **2.5 Private On-Site Septic System**

- (a) An on-site septic system shall be approved by the Department of the Environment and written approval provided to the Development Officer prior to the issuance of an Development Permit.

**2.6 Environmental Protection**

- (a) Prior to any clearing, excavation or the placement of fill material on the Lands, the Developer shall submit a Lot Grading Plan which meets the requirements of the former Halifax County Lot Grading By-law. The Grading and Drainage Plan shall receive written approval by the Municipal Engineer prior to commencement of the work. All costs and all work associated with the stormwater drainage system shall be the responsibility of the Developer.
- (b) Prior to any grubbing, excavation or the placement of fill materials on lands for the purpose of constructing the community commercial building and accessory uses, the Developer shall submit plan which defines the limit of mass clearing and excavation. The area shall be temporarily marked on-site by "snow fence" or an approved equivalent and verified in the field by the Development Officer. No disturbance of existing terrain or vegetation shall be permitted within this area except otherwise stipulated by the Agreement. Should existing trees within this area be disturbed while the agreement is in force, the Developer shall, at its expense and as directed by the Development Officer, replace all such trees with native nursery stock, which shall be a minimum of 45 mm in diameter for deciduous trees and a minimum of 6 feet in height for evergreen trees.
- (c) Development Officer shall require the Developer to post security in the amount of twenty five hundred dollars (\$2,500.00) to ensure the environmental protection measures are properly implemented and maintained according to the terms of this Agreement. The security shall be in favour of Halifax Regional Municipality and may be in a form of certified cheque or irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer upon the total completion of the development or upon issuance of the Occupancy Permit.
- (d) Before any excavation or fill material being placed on the Lands, the Developer is required to submit an Erosion and Sedimentation Control plan to ensure minimal erosion and sedimentation during construction. The plan must be approved by the Municipal Development Engineer prior to issuance of any permits.
- (e) Construction materials and other wastes shall not be buried or discarded on the Lands.

- (f) A 30 m (100ft) undisturbed buffer area along Sucker Brook shall be maintained and preserved at all times. The 30m (100ft) undisturbed buffer area shall include all vegetation, soil and terrain and shall be measured from the ordinary high water mark as generally illustrated by Schedule "B".

## **2.7 Maintenance**

- (a) The Developer shall maintain and keep in good repair all portions of the development, including but not limited to, the interior and exterior of the building, fencing, parking areas and driveways and the maintenance of all landscape and buffer areas including the replacement of dead plant stock, trimming and litter control and snow removal.

## **2.8 Approvals and Permits**

The Developer shall not commence construction of the buildings on the Lands until a Municipal Development Permit has been issued by the Municipality. In addition to complying with all other terms and conditions of this Agreement, and any applicable provisions of the Sackville Land Use By-law, issuance of a Municipal Development Permit is conditional upon the Developer obtaining and providing the Development Officer a copy of each of the following:

- (a) A Lot Grading permit granted by the Municipal Development Engineer pursuant to the Lot Grading By-law for the former County of Halifax, in accordance with the terms and conditions of this agreement.
- (b) All Street and Service permits required for access and extension of municipal services.
- (c) Approval by the Department of the Environment for the on-site private septic system.
- (d) Approval by the Municipal Development Engineer of the Erosion and Sedimentation Control plan.

**PART 3: AMENDMENTS**

**3.1** Amendments to any matters not identified under Section 3.1.2 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

**3.1.2** For the purpose of this Agreement, the provisions of this Agreement relating to the following matters are identified as and shall be deemed to be non-substantial and may, subject 3.1.3, be amended by resolution of Council:

- expand the outdoor storage area provided the proposed expansion is reviewed by the Waters Advisory Board and that any area devoted to open storage does not exceed fifty (50) per cent of the lot area or encroach into the 30m (100ft) undisturbed buffer area along Sucker Brook.
- allow variations to the architectural design and detailing of the building which would result in major variations to the exterior appearance of the building as generally illustrated by Schedule "B". Major variations to the exterior appearance shall include but not limited to removal of dormers and/or modifications that eliminate the appearance of five commercial spaces.

**3.1.3** Prior to passing any resolution under the provisions of Section 3.1.2, Council shall send a notice in writing (by ordinary mail posted at least 10 days prior to the meeting of Council to consider the resolution) to the owners, according to the assessment records maintained by the Province of Nova Scotia, of all properties located within 500 feet (152.4 m) of the Lands, according to the records maintained by the Nova Scotia Land Registration and Information Service, notifying such owners that they shall be permitted to present written or oral submissions to Council at the meeting to consider the resolution to amend this Agreement.

**PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

**4.1** 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.



- 4.2 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 Council.
- 4.3 Upon the transfer of title to any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- 4.4 Notwithstanding Section 4.3 or any transfer of title to a lot, the Developer shall continue to be responsible for the fulfilment of the Developer's covenants under this agreement.
- 4.5 In the event that construction of the project has not commenced within two (2) years from the date of approval of registration of this Agreement at the Registry of Deeds, the Municipality may, by resolution of Council, either discharge this agreement whereupon this agreement shall have no further force or effect or upon the written request of the Developer, grant an extension to the date of commencement of construction. For the purposes of this section, "commencement of construction" shall mean the concrete slab and footings (if necessary).
- 4.6 Upon the completion of the development or portions thereof, or after five years from the date of registration of this Agreement at the Registry of Deeds, 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 Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.



**PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 5.1 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 48 hours of receiving such a request.
- 5.2 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, then in each such case:
- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
  - (b) the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the Assessment Act.
  - (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
  - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

## PROVINCE OF NOVA SCOTIA

## HALIFAX REGIONAL MUNICIPALITY

ON THIS 8<sup>th</sup> day of February A.D., 2000, before me, the subscriber personally came and appeared SANTA CENOGORAC, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that IVAN CENOGORAC, one of the parties thereto, signed, sealed and delivered the same in her presence.

*Judy Maxwell*

TRUDY MAXWELL  
A Commissioner of the Supreme  
Court of Nova Scotia

A Commissioner of the Supreme  
Court of Nova Scotia

## PROVINCE OF NOVA SCOTIA

## HALIFAX REGIONAL MUNICIPALITY

ON THIS 25 day of February, A.D., 2000, Jane Cook and Judy White personally came and appeared before me, the subscribing witness to the foregoing Indenture, who having been by me duly sworn made oath and said that the Halifax Regional Municipality, by its officers, Mayor Walter Fitzgerald and Vi Carmichael, Clerk, signed, sealed and delivered the same in h presence.

*Barbara I. Moar*

A Barrister of the Supreme Court  
of Nova Scotia

**BARBARA I. MOAR**  
A Commissioner of the Supreme  
Court of Nova Scotia

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: [Signature] )

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

[Signature] )  
[Signature] )

Metric Framing Limited

per: [Signature]

Halifax Regional Municipality

) per: [Signature]  
MAYOR

per: [Signature]  
MUNICIPAL CLERK

## SCHEDULE A

All that certain lot, piece or parcel of land situate, lying and being in Lower Sackville, Halifax County, Nova Scotia, said lot being shown as Lot XIY on a plan entitled "Lot XIY, Maple Ridge Realty" prepared by John A. McElmon & Associates Limited, dated May 4, 1979, which said plan was approved by the Municipality of the County of Halifax July 20, 1979 and is on file at the Registry Office for Halifax County, said lot being more particularly described as follows:

Beginning on the southeastern boundary of Cobequid Road at the most northerly angle of Lot E-7:

Thence S  $37^{\circ}-36'-42''$  E along the northeastern boundary of Lot E-7, two hundred fifty feet (250') to the most easterly angle thereof;

Thence S  $52^{\circ}-23'-18''$  W along the southeastern boundary of Lot E-7, one hundred feet (100') to the most southerly angle thereof;

Thence S  $37^{\circ}-36'-42''$  E along the southeasterly prolongation of the southwestern boundary of Lot E-7, six hundred six and twenty-seven hundredths feet (606.27') to a point;

Thence N  $52^{\circ}-23'-18''$  E one hundred thirty-five feet (135') more or less to Sucker Brook;

Thence in a general northerly direction along the sinuosities of Sucker Brook to the southeastern angle of land now or formerly of one C. Wisen;

Thence S  $52^{\circ}-23'-18''$  W along the southeastern boundary of said land of C. Wisen, two hundred forty-nine feet (249') to the most southerly angle thereof;

Thence N  $37^{\circ}-36'-42''$  W along the southwestern boundary of said land of C. Wisen, one hundred eighty-seven and four tenths feet (187.4') to the southeastern boundary of Cobequid Road;

Thence southwesterly along the boundary of Cobequid Road, two hundred eighty-three feet (283') more or less to the point of beginning, all bearings being magnetic in the year 1969, the herein described lot containing an area of 261,360 square feet (6.0 acres) more or less.

SAVING & EXCEPTING Parcel "A" as shown on a "Plan of Survey of Lot XIY-A and Lot E-78A; being a Subdivision of Lot XIY, Lands of BCR Holdings Limited; and Lot E-78, Lands of Samco Services Ltd." and being more particularly described in the Schedule "B" annexed hereto.

## SCHEDULE A

PARCEL A

ALL THAT parcel of land situate to the southeast of the Cobequid Road, at Lower Sackville, in the County of Halifax, Province of Nova Scotia, designated as Parcel A on a "Plan of Survey of Lot X1Y-A and Lot E-78A; Being a Subdivision of Lot X1Y, Lands of B.C.R. Holdings Limited; and Lot E-78, Lands of Sameco Services Limited", said plan prepared by Wallace Macdonald & Lively, Ltd., signed by Kirk T. Nutter, N.S.L.S., dated August 27, 1991, and approved by the Municipality of the County of Halifax November 22, 1991, said Parcel A having an area 5696 square feet, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 5162 to Nova Scotia Coordinate Monument 5160 has a grid bearing of North  $39^{\circ}37'19''$  East, and relating all bearings herein thereto;

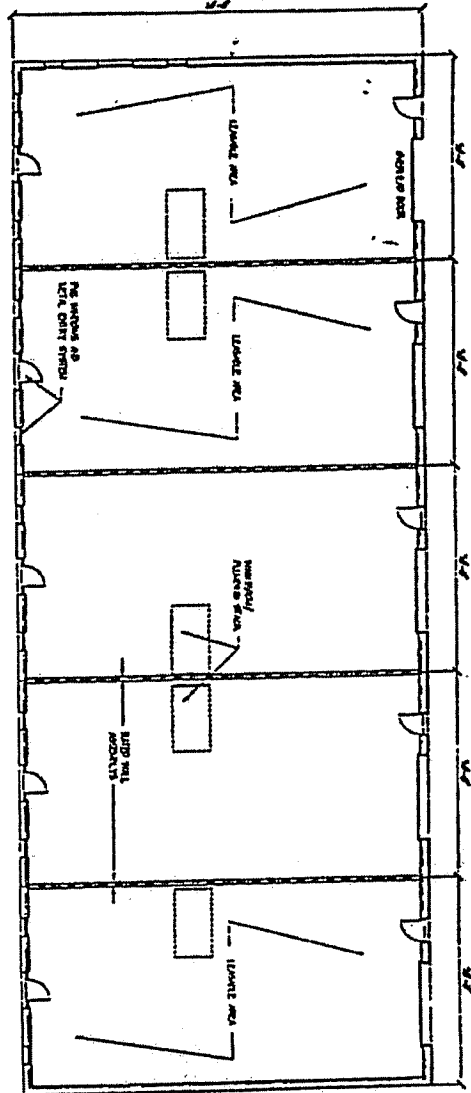
COMMENCING at a survey marker placed on southwesterly limit of Lot X1Y-A at the most easterly corner of Lot E-78, as shown on said plan;

THENCE South  $26^{\circ}21'43''$  West along the southeasterly limit of said Lot E-78 a distance of 99.94 feet to a survey marker placed at a northwest corner of Lands now or formerly of Annapolis Basin Pulp and Power Company Limited, as shown on said plan;

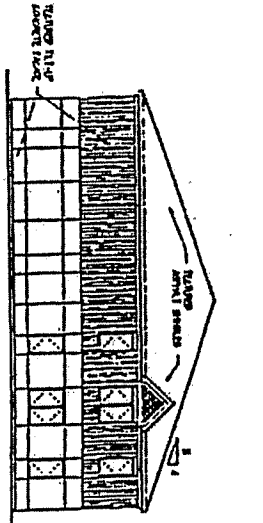
THENCE South  $63^{\circ}38'52''$  East along a northeasterly limit of said Annapolis Basin Pulp and Power Company Limited Lands a distance of 57.00 feet to a survey marker;

THENCE North  $26^{\circ}21'43''$  East a distance of 99.92 feet to a survey marker placed on southwesterly limit of Lot X1Y-A aforesaid;

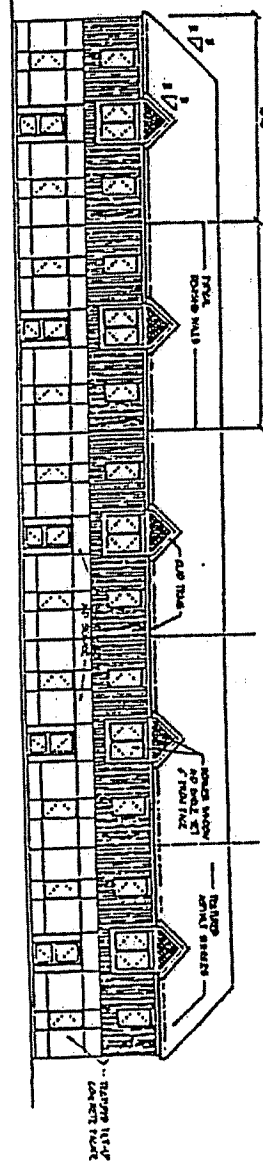
THENCE North  $63^{\circ}37'25''$  West along a southwesterly limit of said Lot X1Y-A a distance of 57.00 feet to the point of commencement.



BEDROOM PLAN



FRONT ELEVATION



SIDE ELEVATION



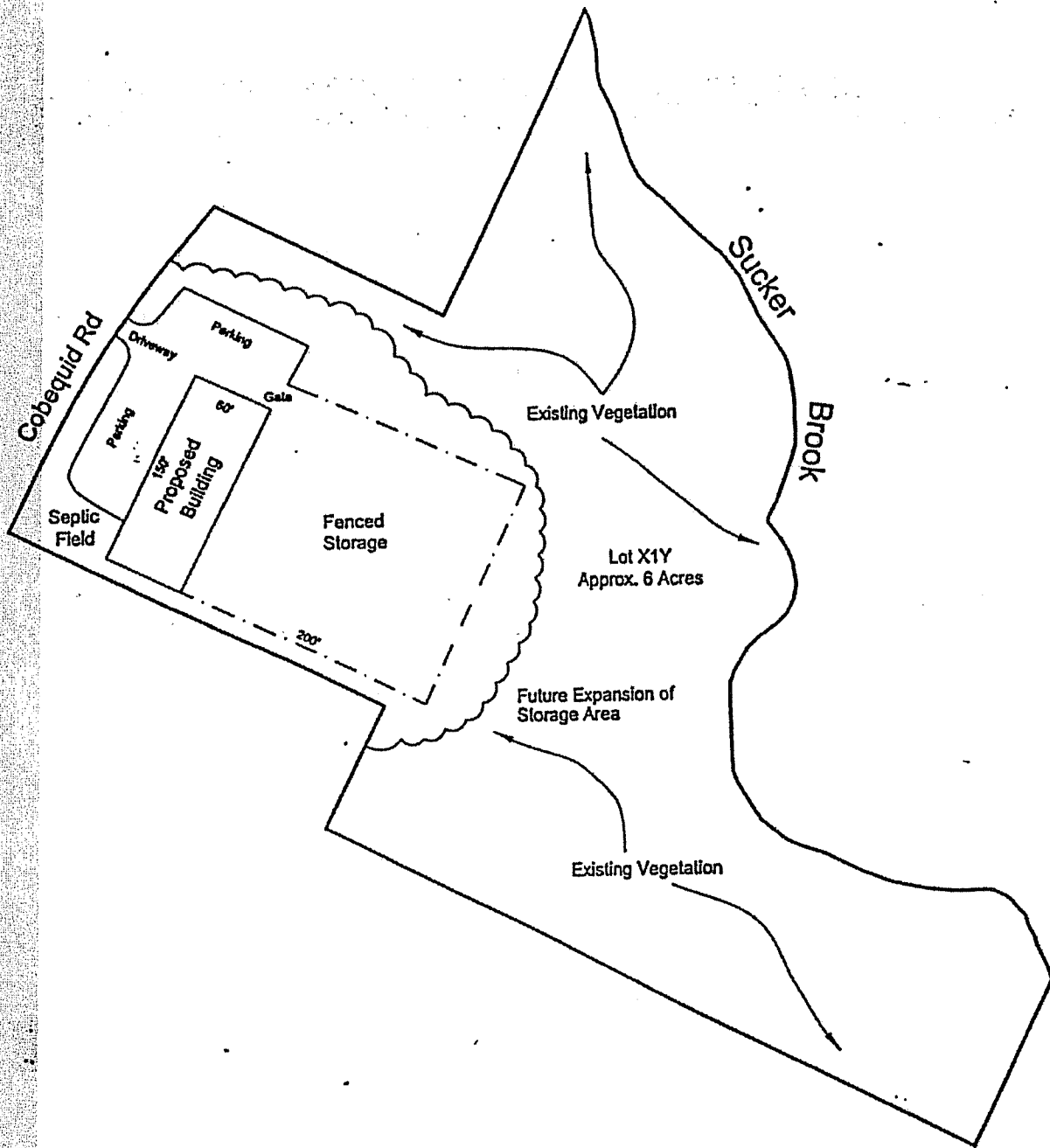
**HAILEY**  
 REGIONAL MUNICIPALITY  
 PLANNING SERVICES

**Map 4**  
**Elevation Plan**

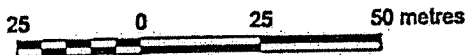
Oct. 8, 1989

HRM does not guarantee the accuracy of any base map information on this map.

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Map 3  
Concept Plan



**HALIFAX**  
REGIONAL MUNICIPALITY  
PLANNING SERVICES

Oct. 10 1999

HRM does not guarantee the accuracy of any base map information on this map.

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## SCHEDULE C

Permitted Uses

Retail stores  
Food stores  
Service and personal service shops  
Offices  
Commercial schools  
Banks and financial institutions  
Restaurants and drive-in and take-out restaurants  
Outdoor display courts  
Shopping plazas and malls  
Motels and hostels  
Commercial recreation uses  
Parking lots  
Greenhouses and nurseries  
Veterinary hospitals  
Plumbing and heating, electrical and other special trade contracting services and shops