



January 13, 2022

Carl Purvis, MCIP, LPP
Planning Applications Program Manager
Halifax Regional Municipality
Planning & Development, Development Approval
PO BOX 1749
Halifax, NS B3J 3A5

Attention: Substantive Development Agreement Amendment Application for Lot RL1 Sackville Drive, Middle Sackville, NS (PID: 41158858)

Dear Mr. Purvis,

On behalf of our client, Keizer Properties Limited, WSP Canada Inc. (WSP) is applying for a substantive amendment to an existing Development Agreement (Document No. 112346128) for a proposed commercial development located on Lot RL1 along Sackville Drive. This amendment intends to permit an additional use of a commercial school and allow for a time extension to the commencement of development date.

On March 26, 2018, North West Community Council approved a Development Agreement to allow for a 2-storey commercial building, permitting the use of retail stores, service and personal service uses and office uses.

SUPPORTING MATERIAL

To assist with this application, the following supporting materials are enclosed as attachments:

1. Completed Planning Application Form
2. Appendix A: Registered Development Agreement No. 112346128
3. Appendix B: Legal Description of Parcel

1 Spectacle Lake Drive
Dartmouth, NS
Canada B3B 1X7

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wsp.com

SITE OVERVIEW

The subject site is located within the Sackville Plan area, under the Sackville Land Use Bylaw (LUB). The property has approximately 57.9 m frontage on Sackville Drive, between Hamilton Drive and Rosemary Drive. The site consists of PID 41158858 and has a total area of approximately 2,012.5 sq m. The site contains a split designation of Urban Residential and Rural Residential within the Sackville Municipal Planning Strategy (MPS) and is zoned R-6 (Rural Residential) under the Sackville LUB. The site has an existing Development Agreement that permits the construction of a retail store, service and personal service uses and office uses.

Figure 1: Subject Site



PROPOSED AMENDMENTS AND RATIONALE

Keizer Properties Limited requests that a Substantive Development Agreement Amendment be considered on the site. An overview of the proposed substantive amendments requested as part of this application are as follows:

1. Section 3.3.1 of the Agreement stipulates that the uses of the lands permitted are (a) retail stores, (b) service and personal service uses, and (c) offices. The applicant proposes to permit an additional use of a commercial school on the property.
2. Section 7.3.1 of the Agreement stipulates that the development must commence within four (4) years from the date of registration, thereby establishing a commencement date of March 26, 2022. The applicant proposes to amend the existing Development Agreement to allow for a time extension to the commencement of development. The request is to extend the commencement date by four (4) years resulting in a completion date of March 26, 2026.

PLANNING RATIONALE

An additional use to Section 3.3.1 of the Agreement is requested to permit the use of a commercial school on the site. The existing Development Agreement was approved as per Policy UR-31 in the Sackville MPS, which permits Community Commercial (C-2) zone land-uses on lands not currently zoned for such uses according to the development agreement provisions of the Municipal Government Act. Within the C-2 zone, commercial schools

are permitted, therefore, the request to add an additional use in the form of a commercial school to the Development Agreement would continue to satisfy Policy UR-31.

The proposed commercial school use is similar in nature to the existing permitted uses within the Development Agreement and the surrounding uses. The property is bound on three sides by a commercial property and the surrounding uses consist of Willow Creek Children's Centre (daycare), Harry R. Hamilton Elementary School, and various commercial uses. The commercial school will occupy the entire building, 4,980 sq. ft (2,490 sq. ft per floor) as noted in the Development Agreement and consist of two (2) classrooms (one classroom per floor). Section 4.24 of the Sackville LUB indicates that three (3) parking spaces per classroom are required for schools, therefore, a total of six (6) parking spaces are required for a commercial school use. The approved site plan contained within the existing Development Agreement provides a total of 18 parking spaces therefore satisfying the parking requirements for a commercial school. Please note that as part of this substantive amendment application, the property owner is not seeking modifications to the site plan, landscape plan, servicing plan or any schedule contained within the Development Agreement. The site plan, as approved, within the existing Development Agreement is intended to be constructed as shown (i.e., building placement location, parking stalls, landscaping, driveway entrance, etc.).

The proposed use is intended for instructional teaching at the pre-primary level and will operate normal schooling hours (approx. 8:30 am to 2:30 pm) with no daycare services provided. The adjacent property (1727 Sackville Drive) is also owned by Keizer Properties Limited which has ample room to allow for a green space for a playground to be provided for the commercial school.

A four (4) year extension to Section 7.3.1 of the Agreement is requested as Keizer Properties Limited has recently purchased the property and the current established commencement date within the existing Development Agreement is March 26, 2022. The current established commencement date would not allow a new property owner the sufficient time to complete the permitting process and commence construction of a new commercial building. Obtaining a time extension would provide reassurance to the property owner and allow for adequate time to obtain permitting and commence construction within four (4) years. The request is to extend the commencement date by four (4) years resulting in a completion date of March 26, 2026.



CLOSING

Keizer Properties Limited is committed to delivering high-quality developments throughout Halifax, especially Sackville. Sackville has continued to grow and is expected to continue to grow for years to come. The proposed development reflects a path forward for commercial development and to grow alongside housing in the community.

The proposed substantive development agreement amendment is consistent with the intent of applicable municipal policies, and we look forward to discussing the proposed development with Staff and the community.

We appreciate your timely review to determine the fastest and most efficient path for this application and respectfully request that you provide us with an estimated schedule for processing the substantive development agreement amendment. Should you have any questions or comments at this time regarding this application, please do not hesitate to contact me.

Yours sincerely,

-Original Signed-

Erin Sauve
Planner

cc: Jess Harper, Senior Planner, WSP Canada Inc.
Maggie Holm, Principal Planner, Halifax Regional Municipality

WSP ref.: 211-13624-00

APPENDIX 1

REGISTERED
DEVELOPMENT
AGREEMENT NO.
112346128

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

For Office Use

Registration district: Halifax
Submitter's user number: 5776
Submitter's name: Emad Al-Sharief

In the matter of Parcel Identification Number (PID)

41158858	

(Expand box for additional PIDs, maximum 9 PIDs per form)

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded
as shown here.
Kim MacKay, Registrar

112346128 LR ☒ ROD ☐
Document #
MAR 26 2018 12:29
MM DD YYYY Time
-Original
Signed-

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- ☐ Form 24(s)
☐ Form 8A(s)

Additional information (check appropriate boxes, if applicable):

- ☐ This Form 24 creates or is part of a subdivision or consolidation.
☐ This Form 24 is a municipal or provincial street or road transfer.
☐ This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.

Power of attorney (Note: completion of this section is mandatory)

- ☐ The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
☐ recorded in the attorney roll
☐ recorded in the parcel register
☐ incorporated in the document

OR

- X No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

May 4, 2009

The following burdens are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Agreement Re Use of Land
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	HALIFAX REGIONAL MUNICIPALITY/ PARTY TO AGREEMENT (BURDEN)
Mailing address of interest holder to be added (if applicable)	P.O. Box 1749, Halifax, Nova Scotia B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	N/A

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, on February 12, 2018.

-Original Signed-

Signature of authorized lawyer
Name: Emad Al-Sharief
Address: 1100-1645 Granville Street, Halifax
Phone: 902-425-6000
E-mail: ealsharief@bloisnickerson.com
Fax: 902-429-7343.

- ☐ This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

THIS AGREEMENT made this 16 day of March, 2018.

Solicitor _____

BETWEEN:

ARMCO CAPITAL INC.

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

a municipal body corporate, in the Province of Nova Scotia
(Hereinafter called the "Municipality")

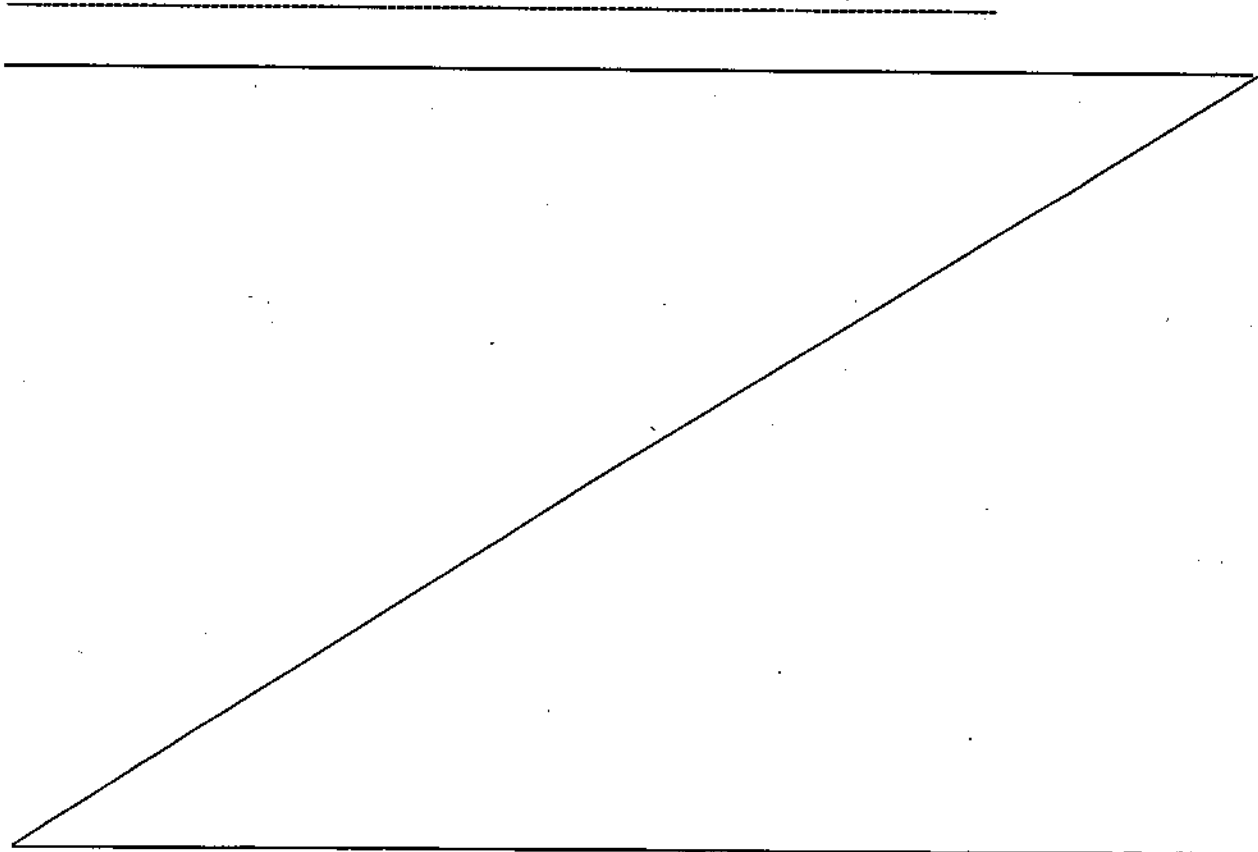
OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at the parcel identified as PID 41158858, Sackville Drive, Middle Sackville and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy(is) UR-31 and IM-13 of the Sackville Municipal Planning Strategy and Section 3.6 of the Sackville Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on January 8, 2018, referenced as Municipal Case Number 20332;

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 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Sackville Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 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.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) Variable message signs (VMS): any advertising display that is capable of displaying dynamic content or automatically changing content. These include digital and projected advertising displays that are visible from the road.
- (b) Static content signs: stationary advertising display with no moving parts, animation, flashing lights (LED or other), or ability to change advertising media through mechanical or digital means.
- (c) Drive-thru: a place or facility where one can be served without leaving one's vehicle or motorized machinery.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20332:

Schedule A	Legal Description of the Land
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D1	South Elevation
Schedule D2	North Elevation
Schedule D3	West & East Elevations
Schedule E1	First Floor Plan
Schedule E2	Second Floor Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Grade Alteration or Lot Grading Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Post securities in accordance with Section 4 of this Agreement; and
- (b) A Plan of Survey.

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

- (a) A Lighting Plan in accordance with section 3.7 of this Agreement.
- (b) A Landscaping Plan in accordance with section 3.8 of this Agreement.

3.2.3 Prior to the issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement which the Development Officer may accept as sufficient record of compliance with the Landscape Plan prepared as per the requirements of section 3.8.
- (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Lighting Plan.
- (c) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Stormwater Management Plan.
- (d) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Erosion and Sedimentation Control Plan.

3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) Retail Stores;
- (b) Service and Personal Service uses; and
- (c) Offices

3.3.2 Drive-thru use shall not be permitted, accessory or otherwise.

3.3.3 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Sackville Land Use Bylaw as amended from time to time.

3.3.4 No open storage or outdoor display shall be permitted.

3.3.5 Other than associated with a retail use and products for sale, the licensing for and sales of alcohol to be consumed on the premises shall not be permitted.

3.4 Siting

The Proposed Building shall be sited as generally illustrated on Schedule B.

3.5 Architectural Requirements

Entrances

3.5.1 The main building entrance shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main door shall face the Sackville Drive. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

Building facades

- 3.5.2 All building facades shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on Schedules D1, D2 and D3.

Exposed Foundation

- 3.5.3 Any exposed foundation in excess of 1.8m² (20ft²) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

Building Materials

- 3.5.4 A minimum of three different exterior building cladding materials of different colors shall be required on each façade.
- 3.5.5 Exterior building materials shall not include pressed brick siding panels or vinyl siding, but may include any one or more of the following
- (a) non-combustible cladding;
 - (b) clay masonry;
 - (c) concrete split face masonry;
 - (d) cut stone masonry;
 - (e) random stone masonry; or
 - (f) acceptable equivalent in the opinion of the Development Officer.

Functional Elements

- 3.5.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.7 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Sackville Drive.

Windows

- 3.5.8 All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows. Windows shall be vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal or vinyl.

Awnings

- 3.5.9 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.

Roof

- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

Retaining Wall Systems

- 3.5.11 All retaining wall systems are to be identified on the final Landscaping Plan including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a professional engineer.
-

- 3.5.12 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or acceptable equivalent in the opinion of the Development Officer.

Commercial Storefronts

- 3.5.13 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.

Walkways

- 3.5.14 A hard surfaced walkway shall be provided along the front facade to encourage pedestrian movement and separation between the building and parking areas.
- 3.5.15 A hard surfaced walkway shall be provided along the rear facade and around the garbage enclosure at the western side of the building to provide access to the back of the building and the exterior waste and recycling area.
- 3.5.16 Hard surfaced materials may be composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paver stones, or acceptable equivalent in the opinion of the Development Officer. Walkways providing access to the front of the building or outdoor waste receptacle areas, shall be designed to barrier free standards and shall not be surfaced with asphalt.

3.6 Parking, Circulation and Access

- 3.6.1 The parking area shall be sited as generally shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on the plan.
- 3.6.2 The parking area shall provide a minimum of 16 parking spaces.
- 3.6.3 The parking area shall be hard surfaced.
- 3.6.4 The limits of the parking area shall be defined by fencing, landscaping or curb.
- 3.6.5 Snow storage areas shall be provided as shown on Schedule C with landscaping and grading in these areas designed to ensure run off is directed through any storm water treatment system required by this Agreement.
- 3.6.6 It is the responsibility of the Developer to acquire all required rights-of-way or easements over adjacent properties, where necessary for services or other requirement.
- 3.6.7 The Development Officer may approve modifications to the parking plan, which, in the opinion of the Development Officer, are required for a reduction of parking spaces to less than that shown on Schedule B, but not less than required under section 3.6.2. Changes permitted under this clause shall not result in a reduction of green space from that shown along the southern and/or western property boundaries.

3.7 Outdoor Lighting

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

3.7.2 All lighting fixtures shall be fully shielded.

3.7.3 The Developer shall prepare an exterior lighting plan and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:

- (a) Plans indicating the location on the premises and the type of illuminating devices, fixtures, lamps, supports, and other devices;
- (b) Description of the illuminating devices, fixtures, lamps supports and other devices. This description may include, but is not limited to, manufacturers' catalogue cuts and drawings including sections where required; and
- (c) Should the applicant desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

3.8 Landscaping

Landscape Plan

3.8.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

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

3.8.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.8.4 Trees proposed along the western property are intended to provide visual separation between properties and screening of the outdoor waste receptacle enclosure. Trees proposed along this boundary shall be no less than 100 mm caliper when measured at 30 cm from the base of the tree trunk or top of the root ball.

Compliance with Landscaping Plan

3.8.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.8.7 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands and, do not remove any screening or compromise landscaping intent as outlined in section 3.8.4.

3.8.8 Notwithstanding Section 3.8.6, where the weather and time of year does not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable

letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Fencing

Fencing is not required, but shall be permitted only at the side and rear property boundaries or where utilized to define parking areas. Where fencing is proposed it shall be limited to solid board wood fence, or equivalent, a minimum of 1.5 m (5 ft.) in height but no greater than 1.8 m (6 ft.) in height.

3.10 Maintenance

3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.10.2 All disturbed areas shall be reinstated to original condition or better.

3.11 Signs

3.11.1 Signs shall be permitted as per the signage requirements of the Sackville Land Use By-law, as amended from time to time, with the exception of:

- (a) Signs shall only be externally illuminated with downcasting illumination not impacting adjoining properties and any adjacent streets;
- (b) Signs shall be limited to static content signs;
- (c) Variable message signs shall not be permitted;
- (d) Only one ground sign shall be permitted on the premises. The location of the ground sign may differ from than shown on schedule. If an alternate location is selected, Landscaping at the base of the ground sign shall consist of shrubs and/or flower beds; and
- (e) No ground sign be less than 3 m (10 ft.) from any street or abutting lot.

3.12 Temporary Construction Building

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

3.13 Screening

Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Sackville Drive. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.14 Hours of Operation

3.14.1 Hours of operation for all permitted uses shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

- 3.14.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 am and 9:00 pm.
- 3.14.3 Any retail convenience store use shall be permitted to operate between the hours of 7 am and 11 pm.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Outstanding Site Work

Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.4 Solid Waste Facilities

- 4.4.1 The building shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 4.4.2 Refuse containers and waste compactors shall be confined to the loading area of the building, and shall be fully screened from adjacent properties and public view, by means of opaque fencing or masonry with suitable landscaping to the satisfaction of the development officer. Masonry walls shall be clad in keeping with the building exterior.
- 4.4.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Non-Disturbance Area

- 5.2.1 The area of non-disturbance includes the portion of the property falling within the 20 m watercourse buffer at the east of the site, as generally shown on Schedule "C" and labelled "Undisturbed Vegetation". Development within this area shall be limited to that permitted under the Sackville Land Use By-law for watercourse setbacks and buffers, as may be amended from time to time.
 - 5.2.2 All grading plans shall indicate: areas where existing vegetation is to be maintained and undisturbed; areas to be protected from disturbance during the installation of services, construction of buildings, landscaping, and any future activity on the lot unless otherwise specified in this Agreement. The non-disturbance areas shall be clearly delineated on the Site Plan and Grading Plan prior to and during construction.
 - 5.2.3 The non-disturbance area identified on the Schedules shall be delineated on all final survey plans prior to final approval.
 - 5.2.4 Non-disturbance areas shall be identified by the Developer with snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e., tree cutting, and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field.
 - 5.2.5 If trees are removed or tree habitat damaged beyond repair in the non-disturbance areas, the Developer or the landowner shall replace the trees, with two new trees of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer.
 - 5.2.6 If the Developer fails at any time during any site work or construction to fully conform to the requirements under Section 5, the Municipality shall require that the site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the Erosion and Sedimentation Control Plan, Grading Plan and Storm Water Management Plan.
 - 5.2.7 Notwithstanding Section 5.2.6, if weather and time of year does not allow for remediation of the non-disturbance area as specified in section 5.2.5, the Development Officer may, at their discretion, allow for continuation of construction. No occupancy permit shall be issued until such
-

time that remediation required under Section 5 has been completed to the satisfaction of the Development Officer.

5.3 Archaeological Monitoring and Protection

In the event that the lands are determined to fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.

- (a) Changes to the landscaping plan as detailed in Section 3.8 which, in the opinion of the Development Officer, do not conform with Schedule C.
- (b) Changes to the hours of operation as detailed in Section 3.14;
- (c) Changes to the requirements relating to setbacks and yards;
- (d) The granting of an extension to the date of commencement of the development as identified in Section 7.3 of this Agreement; and
- (e) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within four (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.
- 7.4. Completion of Development**
The Developer shall complete the building no later than two (2) years following commencement of development. Upon the completion of the whole development, 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; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.
- 7.5 Discharge of Agreement**
If the Developer fails to complete the development after 6 (Six) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office 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; or
 - (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 8.1 Enforcement**
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 twenty four hours of receiving such a request.
- 8.2 Failure to Comply**
If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer fourteen (14) 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 Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands 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; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

-Original Signed-

ARMCO CAPITAL INC.

-Original Signed-

Witness

Jonathan Andrews

Per: _____

Name:

Robert Jeffery

Position:

Executive Vice-President

SIGNED, DELIVERED AND ATTESTED to by the proper signing officers of Halifax Regional Municipality, duly authorized in that behalf, in the presence of:

-Original Signed-

HALIFAX REGIONAL MUNICIPALITY

-Original Signed-

Witness

-Original Signed-

Per: _____

MAYOR Mike Savage

-Original Signed-

Witness

Per: _____

MUNICIPAL CLERK [Signature]

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 6th day of February, A.D. 20 18, before me, the subscriber personally came and appeared Jarathen Andrews a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that ARMCO CAPITAL INC. of the parties thereto, signed, sealed and delivered the same in his/her presence.

-Original Signed-

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 19th day of March, A.D. 20 18, before me, the subscriber personally came and appeared Ken Bennett & Leslie Nadeau the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

-Original Signed-

A Commissioner of the Supreme Court
of Nova Scotia

LIAM MACSWEEN
A Commissioner of the
Supreme Court of Nova Scotia

PARCEL DESCRIPTION REPORT

2018-03-12 14:11:13

PID: 41158858
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2005-02-01 09:04:00

Place Name: ROSEMARY DRIVE SACKVILLE
Municipality/County: COUNTY OF HALIFAX/HALIFAX COUNTY
Designation of Parcel on Plan: LOT RL1
Title of Plan: PLAN OF SURVEY OF LOTS 501 TO 533 INCL., PARCELS RM, RR1, RR2, RL1, RL2 AND RL3 A
S/D OF LANDS OF ANAHID INVEST
Registration County: HALIFAX COUNTY
Registration Number of Plan: 81277353
Registration Date of Plan: 2005-01-28 08:47:12

External Comments:

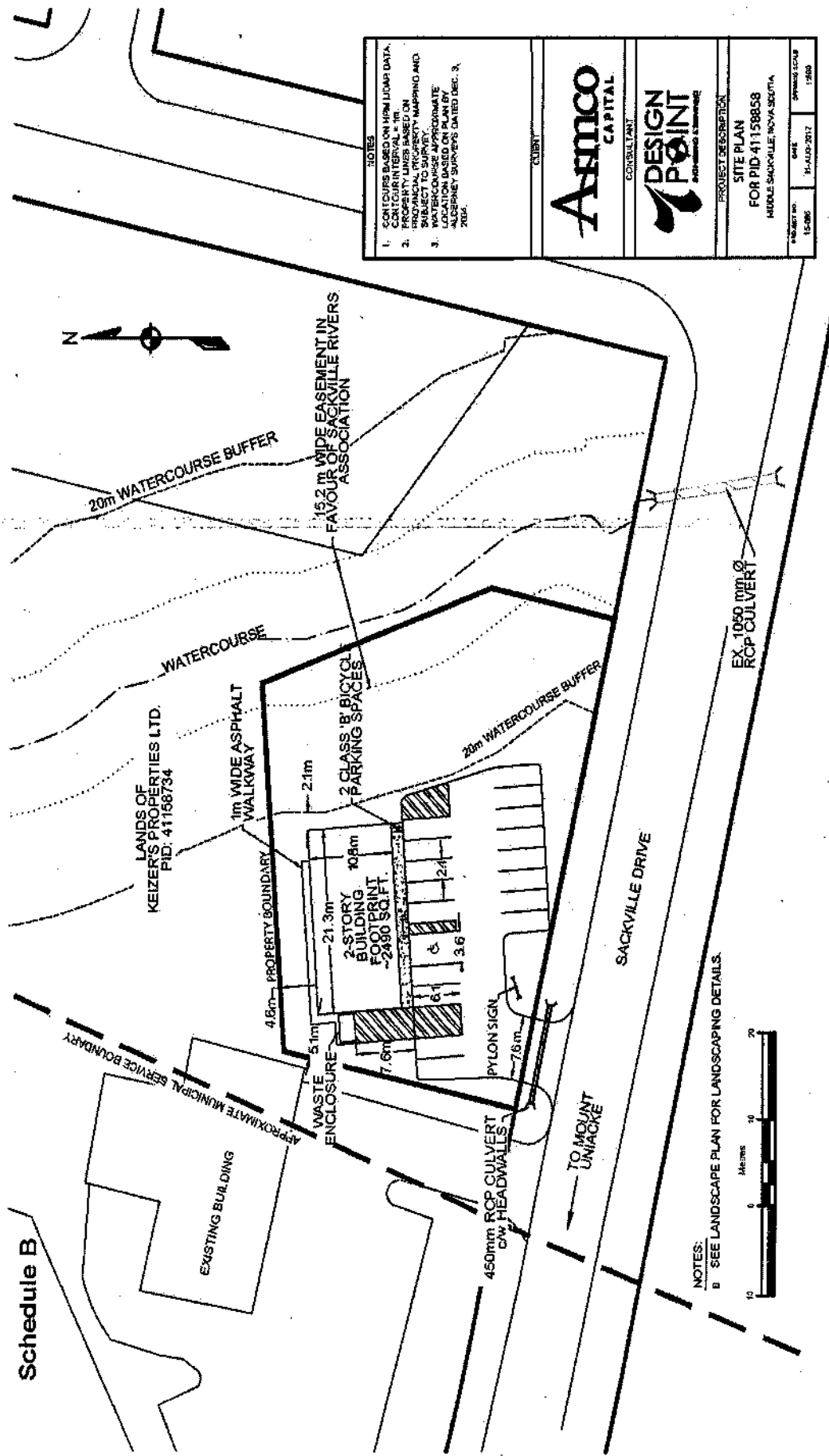
Description Change Details:

Reason:
Author of New or
Changed Description:
Name:

Registered Instruments:

Comments:

Schedule B

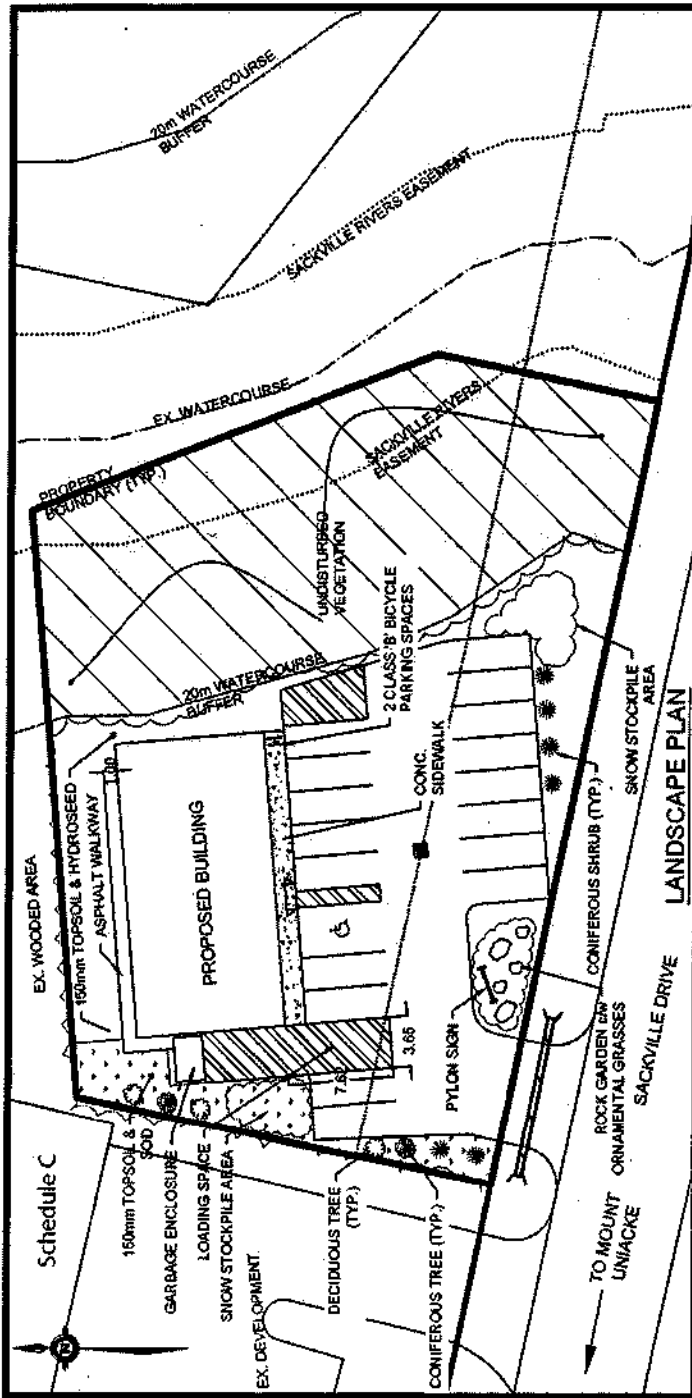


- NOTES
1. CONTOURS BASED ON HPM LIDAR DATA. CONTOUR INTERVAL = 1m.
 2. PROPOSED LANDSCAPING IS SUBJECT TO SURVEY.
 3. WATERCOURSE APPROXIMATE LOCATION BASED ON LAND BY AGENCY SURVEY DATED DEC. 3, 2005.

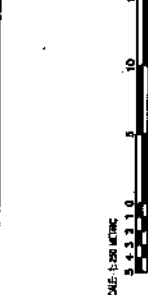
Amco CAPITAL	
CONSULTANT	
DESIGN POINT LANDSCAPE ARCHITECTURE	
PROJECT DESCRIPTION	
SITE PLAN FOR PID 41158858 MIDDLE SACKVILLE NOVA SCOTIA	
DATE	31-AUG-2017
SCALE	1"=50'

NOTES:
B SEE LANDSCAPE PLAN FOR LANDSCAPING DETAILS.



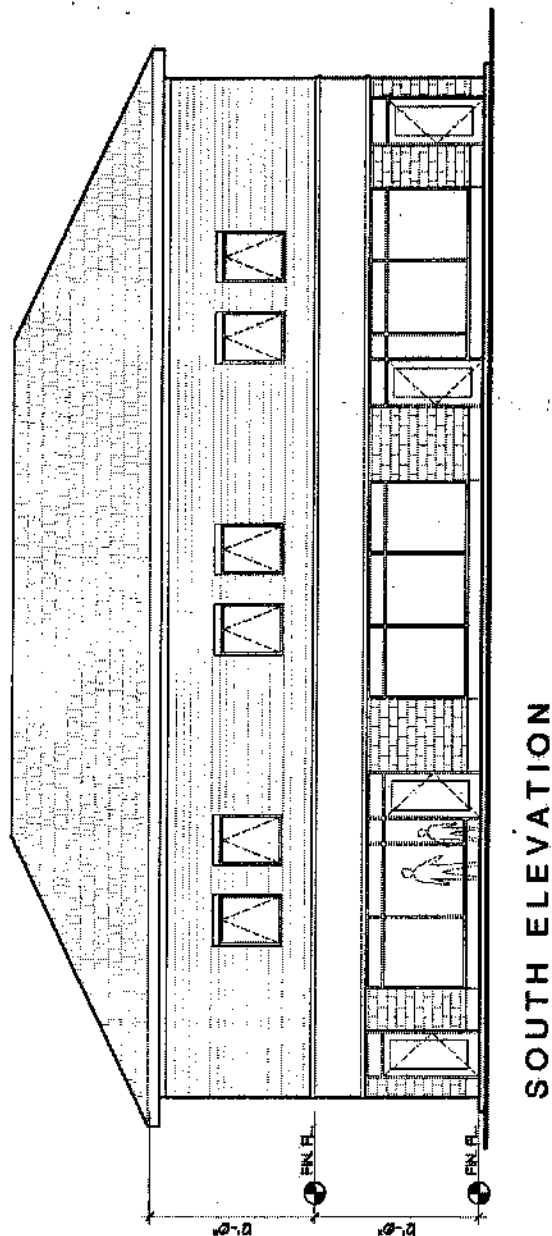


- GENERAL LANDSCAPING NOTES**
1. ALL PLANT MATERIAL SHALL CONFORM TO THE CANADIAN NURSERY TRADES ASSOCIATION METRIC SPECIFICATIONS AND STANDARDS AND BE PROVIDED BY THE LANDSCAPER.
 2. THE LANDSCAPER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS TO REMAIN ON THE SITE.
 3. PRIOR TO THE BEGINNING OF A CONSTRUCTION PERMIT, THE LANDSCAPER SHALL PROVIDE A LANDSCAPE PLAN WHICH COMPLIES WITH THE REQUIREMENTS OF THE DEVELOPMENT AGREEMENT AND GENERALLY CONFORMS WITH THE OVERALL INTENTIONS OF THE LANDSCAPE PLAN.
 4. THE LANDSCAPER SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING TREES AND PLANTS TO REMAIN ON THE SITE.
 5. PLANTING DETAILS FOR EACH PLANT TYPE AND THE AREAS SPECIFIED IN THE DEVELOPMENT AGREEMENT SHALL BE PROVIDED ON THE DETAILED PLAN PROVIDED AT THE TIME OF PERMIT APPLICATION.
 6. THE FOLLOWING PLANT TYPES WILL NOT BE ACCEPTED FOR THIS SITE: SUGAR MAPLE, RED OAK, BIRCH, POPLAR, HEMLOCK OR SPRUCE.



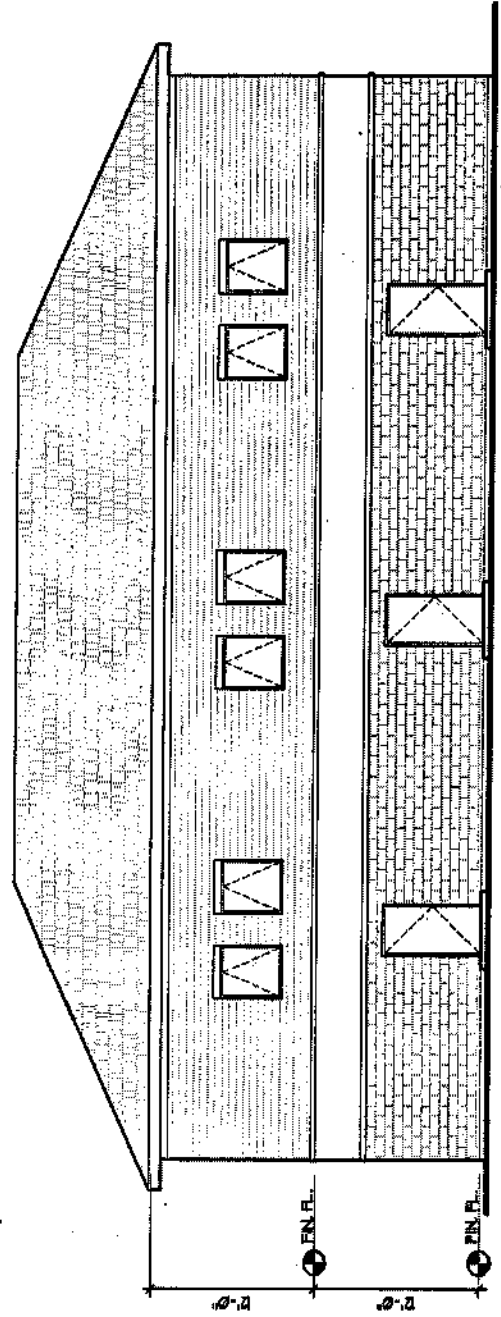
TITLE:	LANDSCAPE PLAN
PROJECT:	SPERRY HILL PH 7B
HRM CASE#	20332
DATE:	AUG 10, 2017
SCALE:	1:250
DRAWN BY:	RAB

Schedule D1: South Elevation



Berry Hills Project
Nov. 30, 2015
Revised Mar. 21, 2016

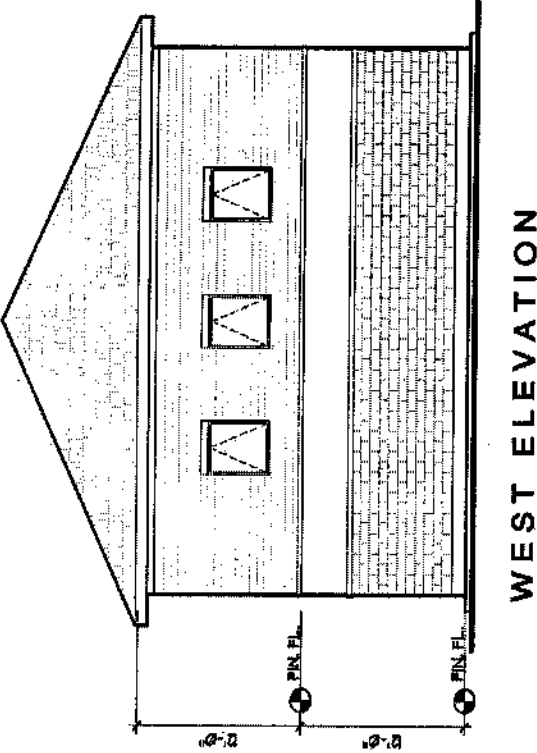
Schedule D2 : North Elevation



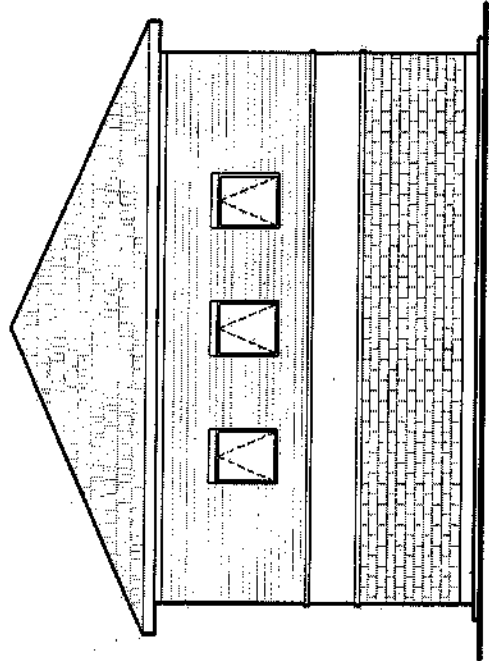
NORTH ELEVATION

Berry Hills Project
Nov. 30, 2015
Revised Sept. 01, 2017

Schedule D3: West and East Elevations



WEST ELEVATION

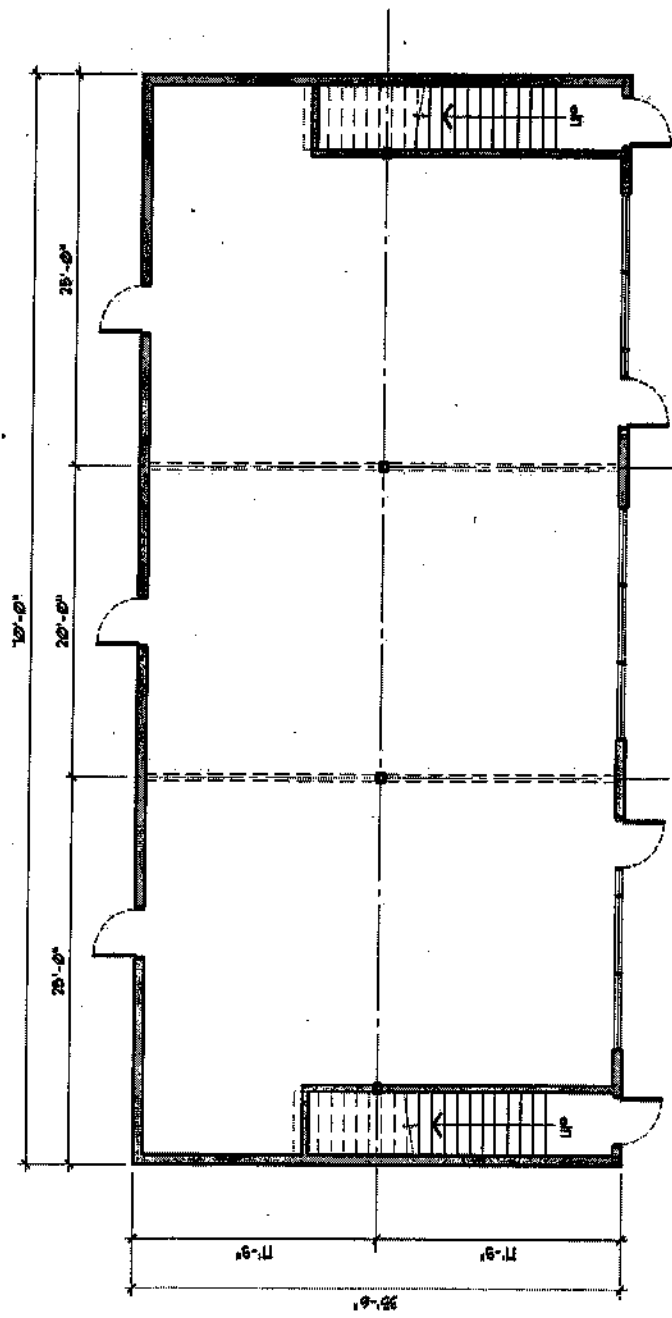


EAST ELEVATION

Berry Hills Project

Nov. 30, 2015
Revised Mar. 21, 2016

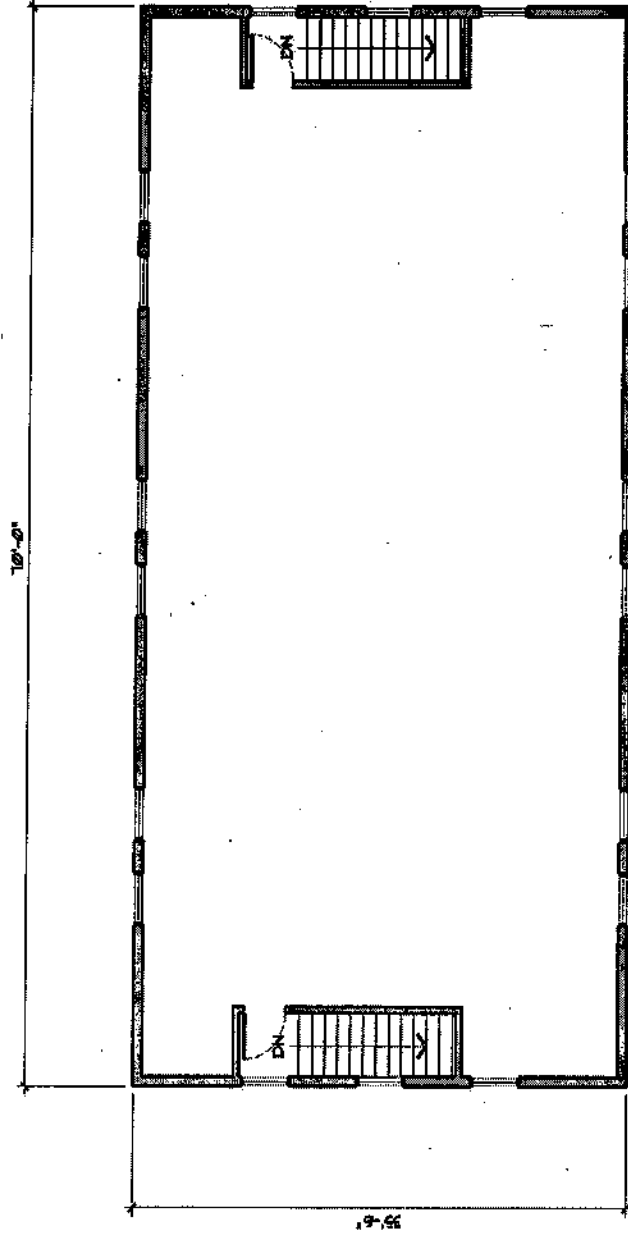
Schedule E1: First Floor Plan



GROUND FLOOR PLAN (OFFICES OR COMMERCIAL)

Berry Hills Project Nov. 30, 2015
Revised Mar. 21, 2016

Schedule E2: Second Floor Plan



SECOND FLOOR PLAN (OFFICES OR COMMERCIAL)

Berry Hills Project Nov. 30, 2015
Revised Mar. 21, 2016

APPENDIX 2

LEGAL DESCRIPTION OF PARCEL



PARCEL DESCRIPTION REPORT

2018-03-12 14:11:13

PIO: 41158858
CURRENT STATUS: ACTIVE
EFFECTIVE DATEffIME: 2005-02-01 09:04:00

Place Name: ROSEMARY DRIVE SACKVILLE
Municipality/County: COUNTY OF HALIFAX/HALIFAX COUNTY
Designation of Parcel on Plan: LOT RLI
Title of Plan: PLAN OF SURVEY OF LOTS 501 TO 533 INCL., PARCELS RM, RR!, RR2, RLI, RL2 AND RLJ A
SID OF LANDS OF ANAHID INVEST
Registration County: HALIFAX COUNTY
Registration Number of Plan: 81277353
Registration Date of Plan: 2005-01-28 08:47:12

External Comments:

Description Change Details:

Reason:
Author of New or
Changed Description:
Name:

Registered Instruments:

Comments: