

## Form 26

**Purpose: To record an interest in a parcel; or to record a power of attorney  
in the power of attorney roll**

For Office Use

Registration district: Halifax  
Submitter's user number: 3501  
Submitter's name: Lindsay Hawker/McInnes Cooper

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

101458348 LRD ☒ ROD ☐  
Document #  
SEP 04 2012 12:15 PM  
MM DD YYYY Time

**In the matter of Parcel Identification Number (PID)**

00417576	41368754
00417808	
40292229	

*(Expand box for additional PIDs. Maximum 9 PIDs per form.)*

**Power of attorney 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

- ☒ No power of attorney applies to this document

This form is submitted to record the attached document *(select applicable box):*

- ☒ in the parcel register as a recorded interest
- ☐ in the power of attorney roll
- ☐ in the power of attorney roll as a duplication of a power of attorney registered under the *Registry Act*

The following information relates to the interest being recorded:

<b>Instrument type</b>	Agreement
<b>Expiry date (if applicable)</b>	n/a
<b>Interest holder and type to be added (if applicable) Note: include qualifier (eg. estate of, executor, trustee, personal representative) if applicable</b>	Halifax Regional Municipality/Party to Agreement
<b>Mailing address of interest holder to be added (for power of attorney, provide mailing address for donee)</b>	P.O. Box 1749, Halifax, NS B3J 3A5
<b>Name and mailing address power of attorney donor to be added (if applicable)</b>	n/a
<b>Name and mailing address power of attorney donee to be added (if applicable)</b>	n/a
<b>Reference to related instrument in names-based roll/parcel register (if applicable) (for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable)</b>	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, August 8 2012.



*Signature of authorized lawyer*

**Name** Lindsay Hawker/McInnes Cooper  
**Address** PO Box 730, Halifax, Nova Scotia, B3J 2V1  
**Phone** 902-425-6500  
**Email:** Lindsay.hawker@mcinnescooper.com  
**Fax:** 902-425-6350

☐ 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.


THIS AGREEMENT made this 22<sup>nd</sup> day of August, 2012,

BETWEEN:

**WEST BEDFORD HOLDINGS LIMITED**

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

APPROVED  
AS TO FORM

  
Municipal Councillor

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 Kearney Lake Road, Bedford and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

WHEREAS the Lands are located within the area known as Bedford West Sub Area 5 and all developments within this Sub Area are only permitted by development agreement.

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for residential subdivision on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the Policies for the *Bedford West Secondary Planning Strategy* of the *Bedford Municipal Planning Strategy* and Part 4, Section 3 (p) of the Bedford Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on June 23, 2011, referenced as Municipal Case Number 16775;

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

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## **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 Land Use By-law for Bedford 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 except where an Implementation Plan is approved by the Nova Scotia Utility and Review Board. 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) "Building height" means the vertical distance between the average finished grades of a building to the soffit of a building, excepting gables.
- (b) "Neighbourhood commercial uses" means uses identified in Schedule L.
- (c) "Lot frontage" means the distance between the side lot lines of a lot as measured in a perpendicular direction from the front lot line at a horizontal distance equal to 7.01 meters (23 feet).
- (d) "Master Stormwater Management Plan" means the document entitled *Master Stormwater Management Plan for Bedford West Sub Area 5 and 9*, Project No. 121510557, prepared by Stantec Consulting Limited, for West Bedford Holdings Ltd., dated July 2010.
- (e) "Secondary Planning Strategy" means the Bedford West Secondary Planning Strategy, adopted under the Bedford Municipal Planning Strategy, as amended from time to time.
- (f) "Waters Advisory Board" means the Bedford Waters Advisory Board, or any other successor body, as established by an administrative order of the Municipality.

## **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 this agreement and the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 16775:

Schedule A	Development Area Sub-Area 5
Schedule A-1	Legal Description of the Lands(s)
Schedule B	Land Use Plan
Schedule C	Sanitary Service Plan
Schedule D	Stormwater Servicing Plan
Schedule E	Waterline Plan
Schedule F	Phasing Plan
Schedule G	Trail & Transportation Plan
Schedule H	Slope Map & Riparian Buffer Areas
Schedule I	Parks and Open Space Plan
Schedule J	Cell Tower Relocation Plan
Schedule K	Neighbourhood Commercial Design Guidelines
Schedule L	Neighbourhood Commercial Uses
Schedule M	Design Criteria for Townhouse and Multi Unit Building
Schedule N	Bedford West Trunk Sewer Phasing
Schedule O	Concept Plan
Schedule P	Density
Schedule Q	Water Quality Monitoring Locations Areas
Schedule R	NSPI Easement Plan

### **3.2 Requirements Prior to Approval**

- 3.2.1 Riparian buffers areas and watercourse buffers as required by this agreement shall be identified with snow fence or other appropriate method such as flagging tape, as approved by the Development Officer, prior to any site preparation (i.e. tree cutting, and excavation activity). The Developer shall provide confirmation to the Development Officer that the non-disturbance areas and watercourse buffers have been appropriately marked. Such demarcations shall be maintained by the Developer for the duration of the construction and may only be removed only upon the issuance of an Occupancy Permit for the lot or unless otherwise directed by the Development Officer.
- 3.2.2 No subdivision approvals shall be granted unless the following conditions have been met:
- (a) an infrastructure charge has been established over the Lands by the NSUARB as recommended by Halifax Water;
  - (b) all required parkland preparations and trails have been agreed upon in accordance with the requirements of Section 3.6 of this Agreement;

- (c) riparian buffers have been delineated in accordance with the requirements of Section 3.8;
- (d) if required, notifications for the design of the storm drainage system have been received in accordance with the requirements of Section 5.3.1;
- (e) a note for non-publicly owned driveways have been placed on the subdivision plan in accordance with the requirements of Section 4.2.4;
- (f) an erosion and sedimentation control plan has been complied with in accordance with the requirements of Section 5.2.1;
- (g) certification of the subdivision grading plan has been complied with in accordance with the requirements of Section 5.5.1;
- (h) if required, a financial security for completion of the water quality monitoring program has been posted in accordance with the requirements of Clause 5.4.1 (e);
- (i) copies of all required watercourse and wetland alteration permits for the subdivision phase have been provided to the Development Officer; and
- (j) construction of offsite water services, and sewer services (as generally shown on Schedule N), to the site have been completed or security posted as per the Subdivision By-law in a form acceptable to the Development Officer.

3.2.3 No municipal development or construction permit shall be granted unless:

- (a) a lot grading plan has been prepared in accordance with the requirements of Sections 5.5.2 and 5.5.3 of this Agreement and the plan has been approved by the Development Engineer; and
- (b) for all commercial, multi-unit residential and institutional land uses a landscaping plan has been prepared by a Professional Landscape Architect in accordance with the requirements of Section 3.11
- (c) a lighting plan for commercial and multi-unit residential buildings has been prepared by a qualified person in accordance with the requirements of Section 3.5.
- (d) verification that the number of dwelling units has not been exceeded in accordance with the requirements of Sections 3.3.2, 3.9.8, 4.4.4, 4.4.5 and 4.4.6.
- (e) for Block F and H, as shown on Schedule O, until a report relating to the proposed cell tower is received subject to Section 3.4.7.

3.2.4 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) for any multi-unit, commercial or institutional development unless a certification has been received from a Professional Landscape Architect in accordance with Section 3.11 of this Agreement (Landscaping);
- (b) for any multi-unit or commercial development unless a certification has been received from a qualified person in accordance with Section 3.5 of this Agreement (Lighting);
- (c) trees have been planted or a security provided in accordance with the requirements of Clause 3.11.8; and

- (d) lot grading approval has been received or financial security provided for completion of the work in accordance with Sections 5.5.1 through 5.5.4.
- 3.2.5 Prior to the acceptance of any streets and municipal services within any phase of subdivision, the Developer shall provide the Development Officer with certification from a Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required by Section 5.2.1 of this Agreement and that there is permanent and temporary stabilization of all disturbed areas.
- 3.2.6 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) A mixed use development as enabled by this Agreement and as generally illustrated on the Schedules;
  - (b) Use of the Lands in the development shall be limited to the following as defined in the Bedford Land Use By-law:
    - i) single unit dwellings;
    - ii) semi-detached dwellings;
    - iii) townhouse dwellings;
    - iv) multi-unit dwellings;
    - v) institutional uses;
    - vi) neighbourhood commercial uses;
    - vii) parkland and open space uses;
    - viii) home occupations in single unit, semi-detached, townhouse and multi-unit dwellings subject to the requirements of the Land Use By-law for Bedford, Part 5, Section 8 (a) through l) as amended from time to time;
    - ix) day care facilities, nursery schools, early learning centres, and after school care in single unit, semi-detached, townhouse and multi-unit dwellings subject to the requirements of the Land Use By-law for Bedford, Part 5, Section 9 a) through i) as amended from time to time; and
    - x) cellular tower and accessory building as identified on Schedule J
- 3.3.2 The number of dwelling units within Sub Area 5 as identified in Schedule B shall not exceed 691 units. Further the proportion of dwelling units shall comply with the following table:



Dwelling Type	Permitted Number of Units
Single Unit, Townhouse or Semi-Detached	minimum 29% of 691 ( 200 units)
Multiple Unit	maximum 71 % of 691 (491 units)

3.3.3 The location of land uses shall comply with Schedule B and O. Notwithstanding, the Development Officer may permit minor modifications to the location of land uses.

3.3.4 Building locations shall be governed by Section 3.4 of this agreement.

3.3.5 Building Configurations may be varied from those shown on Schedule O.

3.3.6 Height of buildings are to be governed by Section 3.4 of this agreement.

3.3.7 The Developer acknowledges that there are easements on the Lands, as identified on Schedule R, and that the Developer is responsible for compliance with those easements.

### 3.4 DETAILED PROVISIONS FOR LAND USE

#### Land Use Requirements

3.4.1 No subdivision approval or municipal development permit shall be granted for any single unit dwelling development except in accordance with the following provisions:

- (a) Minimum lot frontage: 12.19 metres (40 feet)
- (b) Minimum lot area: 371.6 square metres (4,000 square feet)
- (c) Minimum front yard: 4.57 metres (15 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 1.83 metres (6 feet)
- (f) Minimum separation between buildings: 3.66 metres (12 feet) except for garages permitted under Section 3.4.8
- (g) Minimum flankage yard: 4.57 metres (15 feet).
- (h) Maximum lot coverage: 40%
- (i) Maximum building height: 9.14 metres (30 feet)

3.4.2 No subdivision approval or municipal development permit shall be granted for any semi-detached development except in accordance with the following provisions:

- (a) Minimum lot frontage: 9.14 metres (30 feet) per dwelling unit
- (b) Minimum lot area: 278.7 square metres (3,000 square feet) per dwelling unit
- (c) Minimum front yard: 4.57 metres (15 feet)

- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 2.43 metres (8 feet), 0 on common boundary between units
- (f) Minimum flankage yard: 4.57 metres (15 feet)
- (g) Maximum lot coverage: 40%
- (h) Maximum building height: 9.14 metres (30 feet)

3.4.3 No subdivision approval or municipal development permit shall be granted for any townhouse development, where each unit is on an individual lot, except in accordance with the following provisions:

- (a) Minimum lot frontage: 6.10 metres (20 feet) per dwelling unit
- (b) Minimum lot area: 185.8 square metres (2,000 square feet) per dwelling unit
- (c) Minimum front yard: 4.57 metres (15 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 2.43 metres (8 feet) per block, 0 on common boundary between units
- (f) Minimum flankage yard: 4.57 metres (15 feet)
- (g) Maximum lot coverage: 40%
- (h) Maximum building height: 9.14 metres (30 feet)
- (i) Maximum driveway width: 3.65 metres (12 feet)
- (j) each dwelling shall be served with a hard surface driveway that extends from the street curb cut to the front facade of the building and a parking space for an automobile in the dwelling (i.e. garage) measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length.
- (k) the development conforms with the architectural design criteria for townhouses under Schedule M.

3.4.4 No subdivision approval or municipal development permit shall be granted for any townhouse cluster or condominium townhouse development, where each unit is not on an individual lot except in accordance with the following provisions:

- (a) Minimum lot frontage: 18.29 metres (60 feet)
- (b) Minimum lot area: 185.8 square metres (2,000 square feet) per dwelling unit
- (c) Minimum front yard: 6.10 metres (20 feet)
- (d) Minimum rear yard: 6.10 metres (20 feet)
- (e) Minimum side yard: 6.10 metres (20 feet)
- (f) Minimum flankage yard: 6.10 metres (20 feet)
- (g) Minimum distance between buildings: 2.43 metres (8 feet)
- (h) Maximum lot coverage: 40%
- (i) Maximum building height: 9.14 metres (30 feet)
- (j) Minimum width of each unit: 6.10 metres (20 feet)
- (k) Minimum driveway width: 6.10 metres (20 feet)

- (l) each dwelling shall be served with a hard surface driveway and a parking space for an automobile in the dwelling (i.e. garage) measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length.
- (m) Maximum density of townhouse units – 15 dwelling units per acre (0.405ha)
- (n) the development conforms with the architectural design criteria for townhouses under Schedule M.

3.4.5 No subdivision approval or municipal development permit shall be granted for any multiple unit development except in accordance with the following provisions:

- (a) Minimum lot frontage: 30.48 metres (100 feet)  
18.28 metres (60 feet) on a curve or part thereof
- (b) Minimum lot area: 929 square metres (10,000 square feet)
- (c) Minimum front yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
- (d) Minimum flankage yard: 4.57 metres (15 feet)
- (e) Maximum lot coverage: 35%
- (f) Building shall conform with the height restrictions (number of storeys) shown on individual buildings identified on Schedule O. Buildings heights shown on Schedule O indicate habitable storeys, a maximum of two storeys of underground parking may also be permitted. Buildings shall not exceed eight habitable storeys, excluding underground parking structures.
- (g) the minimum rear or side yard shall be the greater of 6.10 metres (20 feet) or one half the height of the building; and
- (h) underground parking shall be provided to satisfy a minimum of fifty percent (50)% of the parking requirements of the Land Use By-law. Where the number of units in a building exceeds 48, this requirement may be met through the construction of a parking structure which shall meet all the requirements of clauses (c) through (g), above.
- (i) the development conforms with the architectural design criteria for apartment buildings under Schedule M.

3.4.6 No subdivision approval or municipal development permit shall be granted for any neighbourhood commercial development except in accordance with the following provisions:

- (a) Minimum lot frontage: 30.48 metres (100 feet)
- (b) Minimum lot area: 929 square metres (10,000 square feet)
- (c) Minimum front yard: 4.57metres (15 feet);
- (d) Minimum side yard: 4.57metres (15 feet);
- (e) Minimum rear yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater;
- (f) Minimum flankage yard: 4.57metres (15 feet); 7.6 metres (25 feet) vision triangle for corner lots)
- (g) Maximum lot coverage: 50%
- (h) Building height: two storeys above grade facing the street

- (i) the development conforms with the Neighbourhood Commercial Guidelines and Requirements and Neighbourhood Commercial Uses under Schedules K and L.
- (j) Maximum gross floor area: 12,500 square feet (3048 m<sup>2</sup>)

3.4.7 No municipal development permit shall be issued for Block F and H, as identified on Schedule O, until the Developer has provided a study, from a qualified person, outlining the Safety Code 6 implications of the relocated cell tower in relation to surrounding residential development. Alternatively, the developer may provide a letter from Industry Canada, outlining that all safety measures have been complied with for the proposed site. Should the study indicate that the relationship between the cell tower and residential development does not meet the provisions of Safety Code 6, an alternate location must be found. For the purposes of this agreement, the cell tower, subject to the above noted study, may be placed as identified on Schedule J or integrated onto the rooftop of buildings located on Block H, as identified in Schedule O. Should another location be required, the Developer shall seek a non-substantive amendment to the agreement per Section 6.1 of this agreement.

### Encroachments

3.4.8 Encroachments into required yards, not including easements may be permitted in accordance with and subject to the following:

Structural Element	Location	Maximum Encroachment
sills, cornices, eaves, gutters, chimneys and fire place inserts	any yard	0.61 metres (2.0 feet)
window bays	front and rear yards	0.91 metres (3 feet)
decks	rear and side yards	1.22 metres (4 feet) provided that a minimum 1.22 metres (4 foot) side yard is maintained. 3 metres (10 feet) in a rear yard.
Open, roofed porches not exceeding 1 storey in height	front and rear yards	1.22 metres (4 feet). 3 metres (10 feet) in a rear yard.
steps and stairs	any yard	1.22 metres (4 feet) provided that a minimum 1.22 metres (4 foot) side yard is maintained
attached garage (not including habitable space)	side yard	0.61 metres (2 feet) except for townhouses

## **General Provisions**

- 3.4.9 Any development of the Lands shall conform with the provisions and requirements of Part 5 of the Land Use By-law with the exception of Section 21 (1)(g) through (h), 21(2), 21(3), 21(7), 23, 24, 27, 32 and 33. For the purposes of Part 5, an RCDD Zone shall be deemed to apply to all residential and multi-unit residential land uses on the Lands and a CGB Zone shall be deemed to apply to all Neighbourhood Commercial land uses on the Lands.

## **Variance**

- 3.4.10 The Municipality agrees that the variance provisions and procedures made under the Halifax Regional Municipality Charter shall apply to the development of the Lands permitted under this Agreement as established under the Bedford MPS.

## **3.5 MULTIPLE UNIT AND COMMERCIAL SITE LIGHTING**

- 3.5.1 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.
- 3.5.2 Security lighting for multiple unit residential dwellings and neighbourhood commercial uses shall be directed to all walkways and parking areas. Freestanding security lighting shall not exceed a height of 18 feet (5.4m). All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 3.5.3 The Developer shall prepare an exterior lighting plan for any Multi Unit Building and Neighbourhood Commercial building and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
  - (b) The lighting plan shall include certification from a qualified person that the lighting plan meets the requirements of this agreement; and
  - (c) Prior to Occupancy Permits being issued the Developer shall provide to the Development Officer a letter from a qualified person that the installation of lighting meets the requirements of this Agreement;

## **3.6 PARKLAND**

- 3.6.1 Parkland and open space dedication via land acquisition shall substantially conform with the locations, dimensions, site improvements and site preparation areas illustrated on Schedules B and I with the final adjustments to configuration and grades of the site preparation areas to be agreed upon by Parkland Planning and the Developer prior to subdivision approval being granted. The Development Officer may permit variations to

lot configuration provided appropriate access and road frontage is maintained, the total area of land is not reduced and the proposed parkland meets the requirements of Parkland Planning. The parkland dedication shall include identified parkland, site development including driveways, parking areas, neighbourhood park facilities, and trails. All site development shall meet the requirements of the Municipality.

3.6.2 Further to schedule B and I, the developer shall provide the following:

- (a) Community Park with an area of 12 acres with site development in the form of the construction of approximately 379 metres of Secondary Trail to HRM Parkland Planning specifications and approval. For further clarity, the trail shall be a 1.5 metre width and be constructed of crusher dust. The Community Park must be able to accommodate the trail outside of the 1 in 10 year floodplain and allow for a 5 metre buffer to adjacent properties.
- (b) Neighbourhood Park with an area of 0.7 acres with site development in the form of a prepared pad of 10,000 square feet with topsoil (or equivalent) and hydro-seed grass mixture, subject to HRM Parkland Planning specifications and approval.
- (c) Conservation land with an area of 4 acres as identified on Schedule I, will be contributed by the developer, outside of the parkland dedication process.

3.6.3 The Municipality agrees that fulfillment of the requirements of Clause 3.6.1 and 3.6.2 of this Agreement shall be deemed to satisfy Part 82 of the Subdivision By-law for any subdivision approvals sought within Sub-Area 5 and further identified as the Lands.

3.6.4 Engineering infrastructure may be considered on lands proposed for park purposes, provided no physical barrier is created and the conditions of clauses 4.4.12 and 4.4.13 are met. Where engineering infrastructure crosses parkland, the Developer shall ensure that a crossing is provided to ensure that the land meets the definition of useable as defined in the HRM Subdivision By-law. The design of any crossing must be submitted to Parkland Planning for review and approval. The crossing shall meet the requirements of Parkland Planning and be built at the cost of the Developer. Where a suitable crossing is provided subject to the terms of this agreement, municipal infrastructure on Park lands shall not be deemed an encumbrance.

3.6.5 Parkland shall be completed and deeded to the Municipality prior to the completion of each phase.

### **3.7 WATERCOURSE PROTECTION**

3.7.1 No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within one hundred (100) feet of the high water mark, or within the limits of any 1 in 20 year flood plain of Kearney Lake or Kearney Lake Run or within sixty-six (66) feet of the high water mark of any other watercourse, or within the limits of any 1 in 20 year flood plain of any watercourse, except as provided for by this agreement in accordance with an approved water management plan approved pursuant to the provisions of policy BW-9 or as provided to allow for trail systems, transportation

crossings or utilities. The 1 in 20 year floodplain shall be shown on the subdivision grading plan and subdivision plan. Further, for clarification, Part 5, Section 21 (1)(a) through (f), (4) through (6) of the Bedford Land Use By-law shall apply.

- 3.7.2 Except as required for safety reasons or to allow for the installation or maintenance of a municipal service systems or to allow for the construction of a park facility such as a trail, no lands shall be disturbed within the required setback from a watercourse unless a management plan has been prepared by a qualified consultant and submitted to the Community Council for approval. The plan shall be submitted to the Waters Advisory Board for recommendation of approval prior to the Community Council making a decision.

### **3.8 RIPAREAN BUFFERS**

- 3.8.1 The Developer agrees that Riparian Buffers as identified on Schedule H and under Clause 3.8.1 shall be shown on a site plan submitted under the requirements of subsection 3.2.1 of this Agreement. Further, the plan shall identify all watercourse setbacks identified through clause 3.7.1 and all wetlands greater than or equal to 2000 square metres, as defined by Nova Scotia Environment. Further, no development, tree cutting or grade alteration shall be permitted within any non-disturbance area except where approved in writing by the Development Officer under one of the following circumstances:

- (a) To install municipal service systems, driveway accesses and trails. In these cases, the location, size and extent of the disturbance shall be identified on a plan prepared and endorsed by a qualified professional which shall identify measures to minimize disturbance within the non-disturbance area to the satisfaction of the Development Officer;
- (b) To remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for the removal of such a tree, the Development Officer shall have the discretion to require that the landowner engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent credentials to certify in writing that the tree poses a danger to people or property or is in severe decline. If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 3.8.1, the Developer shall replace each tree with a new tree of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer, in consultation with the appropriate HRM Business Units; or
- (c) To remove fallen timber and dead debris where a fire or safety risk is present. The Development Officer may require verification in writing by a qualified professional (i.e. Arborist, Forester or Forestry Technician, Landscape Architect) prior to granting approval under this clause.

- 3.8.2 Where a riparian buffer area is established over lots intended for development, the area shall be shown on a plan of subdivision as a non-disturbance area with a note on the plan

that no vegetation or soils are to be removed or altered unless undertaken in accordance with a management plan approved pursuant to the requirements of this Agreement.

- 3.8.3 Where a riparian buffer area is established over lots intended for development, the area shall be shown on a lot grading plan for each individual property as a non-disturbance area with a note on the plan that no vegetation or soils are to be removed or altered unless undertaken in accordance with a management plan approved pursuant to the requirements of this Agreement.

### **3.9 SUBDIVISION OF THE LANDS**

Subdivision applications shall be submitted to the Development Officer in accordance with the phasing sequence identified below and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:

- 3.9.1 All subdivision of the Lands shall meet the requirements of the Subdivision By-law except where varied by this agreement.
- 3.9.2 This Agreement shall be deemed to meet the requirements of the Subdivision By-law with respect to concept plan approval.
- 3.9.3 Prior to occupancy of any dwelling unit, the final parcel on which the dwelling unit is located shall be created through the subdivision process.
- 3.9.4 Final subdivision applications shall be submitted to the Development Officer in accordance with the phasing plan presented as Schedule F and the Development Officer shall grant subdivision approvals for the phase for which approval is sought subject to and in accordance with the following terms and conditions:
- (a) Applications for subdivision approval shall encompass entire phases of the development as indicated on the Schedules;
  - (b) Applications for subdivision approval shall be submitted in the order of their sequence identified on Schedule F.
  - (c) Final subdivision approval for any phase shall not be granted until final approval has been granted for the previous Phase;
  - (d) Notwithstanding subsection 3.9.4 (c), the Development Officer may grant final subdivision approval of a Phase prior to granting final approval for the previous phase if the Developer submits performance security in the amount of 110 percent of the estimated cost of uncompleted services or if the Development Engineer determines that the portion of the incomplete phase is non-essential to the greater service network; and
  - (e) The Development Officer may grant final subdivision approval for partial Phases of the development.
  - (f) Notwithstanding 3.9.4 (b), the Development Officer, in consultation with the Development Engineer, may vary the sequence of phasing provided there are no negative effects of the proposed phasing change.



- 3.9.5 Unless otherwise acceptable to Development Officer, prior to acceptance of any Municipal Service system, the Developer shall provide the following to the Development Officer:
- (a) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement (Section 5.2.1); and
  - (b) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement (Section 5.3.1).
- 3.9.6 Site preparation for each Phase or portion thereof shall not occur until the Developer provides a subdivision grading plan to the Development Officer indicating where lot disturbance is to occur at the time of construction of municipal services, as set out in section 3.8 and 5.5.2 of this agreement.
- 3.9.7 Each subdivision application for each phase shall include a table with the number of units permitted by this agreement, the number of dwelling units for which municipal development permit applications are expected to be sought and the number of dwelling units which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water.
- 3.9.8 Each subdivision application for each phase shall include a table with the total capacities permitted by this agreement, sewer calculations for dwelling unit, institutional uses and commercial lands which municipal development permit applications are expected to be sought and the sewer calculations for the number of dwelling units, institutional uses and commercial lands which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water.
- 3.9.9 Building lots shown on the schedules are conceptual in nature, the exact quantity and location of lots are not defined by this agreement.

### **3.10 PARKING, CIRCULATION AND ACCESS**

- 3.10.1 Parking areas shall maintain a minimum 15 feet ( 4.57 m) setbacks from property lines.
- 3.10.2 All parking areas shall provide at least the minimum number of parking spaces required by the Bedford Land Use By-law based on use.
- 3.10.3 All parking areas shall be hard surfaced with asphalt, concrete or equivalent.

3.10.4 The limits of all parking areas shall be defined by fencing or landscaping or curb.

3.10.5 It is the responsibility of the Developer to convey all required rights-of-way over properties, as required, to provide access to all properties.

3.10.6 Clearly signed visitor parking areas shall be provided for all multiple unit dwellings or clustered housing units.

3.10.7 Townhouse, multiple unit and neighbourhood commercial developments are required to meet the requirements of Schedule K and M.

3.10.8 Access to the Kearney Lake Connector (Larry Uteck Boulevard) shall be limited to road intersections.

### **3.11 LANDSCAPING**

3.11.1 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.

#### *Landscape Plan (Neighbourhood Commercial and Multiple Unit Dwellings)*

3.11.2 Prior to the issuance of a Construction Permit for all Neighbourhood Commercial, and Multi-Unit Dwellings, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and shall illustrate:

- (a) landscaping to be introduced to all areas disturbed during construction;
- (b) natural vegetation, landscaping or screening is to be employed around parking areas and measures are taken to allow for safe and convenient pedestrian access to public entrances of buildings;
- (c) walkways extending from the entrances of buildings to a public sidewalk in front of the building and to any public trail system abutting the property; and
- (d) guidelines and requirements of Schedule K for Neighbourhood Commercial land uses.

3.11.3 The developer shall provide a best practices guide to initial owners of residential single unit, semi-detached and townhouse home owners prior to the first occupancy permit which outlines best practices for landscaping and maintenance of landscaping which minimizes the impact of development on watercourses. The Developer shall provide written confirmation to the Development Officer that the guide has been provided to the owner prior to issuance of the first occupancy permit.

#### *Reinstatement*

3.11.4 All disturbed areas shall be reinstated to original condition or better with landscaping.

*Compliance with Landscaping Plan*

3.11.5 Prior to issuance of the first Occupancy Permit for Neighbourhood Commercial, and Multi-Unit Dwellings, 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.

3.11.6 Notwithstanding Section 3.11.3 and 3.11.5, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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 or a qualified person. 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.

*Outstanding Site Work*

3.11.7 For Multi-unit residential and commercial buildings, 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.

*Tree planting for single, semi-detached or townhouse dwelling units*

3.11.8 The Developer shall plant a minimum of one (1) tree on each lot designated for single, semi-detached or townhouse dwelling unit and two (2) trees for every lot designated for a single unit dwelling which is greater than or equal to 15.24 metres (50 feet) in width. Each tree shall be a type which is indigenous to Nova Scotia with a minimum height of 1.52 metres (5 feet) and a minimum diameter of 5 centimeters (2 inches). The location of the tree shall not interfere with services. The Development Officer may vary or waive the standard where it is determined that placement of tree(s) are not possible. No Occupancy Permit shall be granted unless this requirement has been satisfied or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and ten percent (110%) of the estimated cost of planting the required tree or trees as the case may be.

### **3.12 SCREENING**

- 3.12.1 Neighbourhood Commercial, Multiple Unit Residential Buildings and townhouse clusters with refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.2 Neighbourhood Commercial, Multiple Unit Residential Buildings and townhouse clusters with propane tanks and electrical transformers shall locate the tanks and transformers in such a way to ensure minimal visual impact from any street and adjacent residential properties. 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.
- 3.12.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened or incorporated in to the architectural treatments and roof structure. Mechanical equipment shall not be visible from any street.
- 3.12.4 Any ground or wall mounted mechanical equipment shall be screened from view from any street or residential properties with a combination of fencing, landscaping or building elements.

### **3.13 HOURS OF OPERATION**

- 3.13.1 Deliveries to all commercial and multi-unit buildings, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.
- 3.13.3 Hours of operation shall conform to all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

### **3.14 BICYCLE FACILITIES**

- 3.14.1 Bicycle facilities shall be provided as required in the Bedford Land Use By-law, Part 5, clauses 37a) through c), as amended from time to time.

### **3.15 SIGNS**

- 3.15.1 The sign requirements shall be in accordance with the Bedford Land Use By-law, as amended from time to time.
- 3.15.2 Neighbourhood Commercial uses shall meet the requirements for signs in the General Business (CGB) Zone.

#### *Community Signs*

- 3.15.3 A maximum of one ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such

signs shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq. m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. Notwithstanding this section, the construction of decorative entrance gates shall be permitted outside of the public street right of way.

### **3.16 MAINTENANCE**

- 3.16.1 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.

### **3.17 TEMPORARY CONSTRUCTION BUILDING**

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

### **3.18 SOLID WAST FACILITIES (Commercial, Multi-unit and Institutional)**

- 3.18.1 The building shall include designated space for five stream (refuse, recycling, paper, cardboard and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 3.18.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 3.18.3 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. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

- 4.1.1 All design and construction of Municipal service systems shall satisfy Municipal Service Systems Specifications, Halifax Water Design and Construction Specifications and the requirements of and shall receive written approval from the Development Engineer prior to undertaking the work.

#### *Off-Site Disturbance*

- 4.1.2 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.

#### *Underground Services*

- 4.1.3 All electrical, telecommunication and cable service to all Neighbourhood Commercial and Multiple Unit Residential Dwellings shall be underground installation. Multiple unit sites with a setback of greater than 150 feet from the street shall be exempt from this clause.

#### *Site Preparation in a Subdivision*

- 4.1.4 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer. Where oversized infrastructure to serve the development is to be installed by or on behalf of Halifax Water, the Development Officer may permit commencement of clearing, excavation or blasting activities required for the installation prior to the developer receiving final approval of the subdivision design, subject to written consent by the developer.
- 4.1.5 Nothing in this Agreement shall preclude the Developer from storing or removing rocks, soils or grubbing materials from other development phases established under the Secondary Planning Strategy, provided that all permission has been granted by the Engineer and all required municipal and provincial approvals have been obtained.
- 4.1.6 Notwithstanding Schedule B, C, D, E, G, where infrastructure or land is to be provided, all parcels and easements shall meet the requirements of HRM and Halifax Water such as size, separation distances and setbacks. If these requirements necessitate a loss of dwelling units, this shall be at the developers cost.

#### *Streets*

- 4.2.1 Unless otherwise acceptable to the Development Engineer, streets, sidewalks and walkways shall conform with the locations and alignments illustrated on Schedule B, F and G. Further, the street system may include round-a-bouts, subject to the approval of the Development Engineer.

- 4.2.2 The geometric design of Road 5-C on the Schedules may generally conform to the dimensions illustrated on Schedules provided that the Development Engineer grants a variance to the Municipal Service Systems Specifications. Otherwise the road shall be built to the Municipal Service Systems Specifications.
- 4.2.3 The construction of road intersections of Road 5-C with the existing Kearney Lake Road and the proposed Kearney Lake Connector shall include turning lanes and traffic signals where required. The determination of the need for turning lanes or signals shall be made by the Development Engineer based on the results of a Traffic Impact Study provided at the time of detailed design. The study shall identify the impact of the full build out of the development and provide turning lane and traffic signal warrants for the two intersections. The study shall be by a qualified Transportation Engineer and meet the requirements of the Municipality. Where required, traffic signals and turning lanes shall be the responsibility of the Developer.
- 4.2.4 Where any private driveway is proposed to service more than one building, no subdivision approvals shall be granted with lot frontage on the private driveway and a note shall be placed on the subdivision plan that the Municipality does not own or maintain the private driveway. Further if the proposed private driveway serves greater than thirty single, semi-detached or townhouse dwelling units, it shall be constructed to a municipal road standard.
- 4.2.5 Driveway access to the Kearney Lake Connector (Larry Uteck Boulevard) shall be restricted to neighbourhood commercial developments and multi-unit dwellings.
- 4.2.6 No subdivision approvals shall be granted in any Phase as shown on Schedule F of this Agreement unless the Municipality has established an infrastructure charge area under the Subdivision By-law, and the Developer has entered into an infrastructure charge agreement with the Municipality for the upgrading of regional transportation infrastructure.
- 4.2.7 The Developer shall construct a pedestrian circulation and walkway system as required by the Subdivision By-law, the Municipal Servicing System Specifications and Schedule G. The land for secondary trails shall be deeded to HRM or Halifax Water. The system shall include where required easements in favour of the Municipality and/or Halifax Water or any other Utility.

*Kearney Lake Connector*

- 4.2.8 The Kearney Lake Connector as generally shown on Schedule F shall be designed and built subject to the following criteria:
- (a) The road shall be a two lane minor collector road with a design speed of 60 km/h.
  - (b) The final design of the road shall be prepared by the developer.
  - (c) The road shall conform to a 25.0m Rural Minor Collector standard with the following exceptions:
    - i. The north side of the roadway shall include a concrete curb and gutter, a

- 1.5 metres sod boulevard, and a 3 metres wide asphalt multi-use trail.
    - ii. The minimum right-of-way width shall be 28.50 metres.
    - iii. Additional through lanes (if required) shall be 3.5 metres wide.
    - iv. Auxiliary lanes (if required) shall be 3.3 metres wide.
  - (d) The road design shall accommodate traffic signals at the Kearney Lake Connector Road and Road 5-C, if warranted, and at the Kearney Lake Connector and Kearney Lake Road.
- 4.2.9 Prior to the design and construction of the Kearney Lake Connector, the Developer shall confirm the specifications and design of the Kearney Lake Connector Road with the Development Engineer in writing. Should a variation in the design be required by HRM, the Development Engineer shall confirm any modifications to the proposed design in writing.
- 4.2.10 The developer shall construct the roadway and will be reimbursed for a portion of the costs under an Infrastructure Charge Agreement, subject to budget approval by Regional Council.
- 4.2.11 The Developer shall provide the right-of-way required for the Kearney Lake Connector Road to the Municipality at no additional charge and there shall be no reimbursement for the costs associated with this right-of-way via this or any other agreement.
- 4.2.12 The developer shall be responsible for the costs of traffic signals, if warranted, and the right and left turning lanes required at the Kearney Lake Collector Road and Road 5-C.
- 4.2.13 The Development of lands identified as Blocks H, as shown on Schedule O, shall not take place until the Kearney Lake Collector Road is built.
- 4.3 Water Distribution System**
- 4.3.1 The water distribution system shall conform with the Halifax Water Design and Construction Specifications and, unless otherwise required by Halifax Water, the water distribution system shall conform with the Bedford West Capital Cost Contribution Analysis, prepared by CBCL and Schedule E. Halifax Water may allow variations to Schedule E where deemed appropriate. Further, where the water system crosses private land, appropriate easements shall be provided to Halifax Water.
- 4.4 Sanitary Sewer System and Storm Drainage System**
- 4.4.1 The sanitary sewer system and the storm drainage system shall conform with the Halifax Water Design and Construction Specifications unless otherwise acceptable to Halifax Water.
- 4.4.2 No subdivision approvals shall be granted in any Phase as shown on Schedule F of this Agreement unless:



- (a) the Engineer is satisfied that there is sufficient capacity remaining in the downstream sanitary sewer system directly affected by the Bedford West Development area; or
  - (b) Halifax Water has established an infrastructure charge area for water and wastewater services inclusive of the extension of sewer services as shown on Schedule S, and the Developer has entered into a service agreement with Halifax Water for connections to the oversized infrastructure.
- 4.4.3 The Developer agrees to maintain all public stormwater treatment units proposed for the storm sewer system for a minimum of three (3) years from the date of receiving subdivision approval for the development phase in which the stormwater treatment units is located.

*Permitted Population Density*

- 4.4.4 Neighbourhood Commercial lands, consisting of 3.7 acres as identified on Schedule B, shall be designed with a maximum population of 30 persons per acre for a maximum population of 111 persons. Density within Neighbourhood Commercial lands, as identified on Schedule B, may be transferred from lot to lot as required.
- 4.4.5 All other lands (residential, HRM and Utility lands) identified on Schedule B, consisting of 111.4 acres shall be designed for a maximum population of 2191 persons. Density within these remaining lands may be transferred from lot to lot subject to the terms of this agreement.
- 4.4.6 Further to Clause 4.4.4 and 4.4.5, the total density for the Lands shall not exceed 2302 persons (115.1 acres x 20 persons per acre).
- 4.4.7 Nothing in this agreement shall preclude the transfer of unused density from this agreement to other Sub-Areas of Bedford West, however an amendment to this agreement will be required for a transfer of density into areas covered by this agreement. Should the transfer of density to another Sub-Area be permitted by another development agreement, the developer shall provide an update density table for this development to the Development Officer which provides an updated density at the subdivision stage. The Development Officer shall not issue permits under this agreement for density transferred to another Sub-Area. Transfers of density in to this agreement which affect the collection of Capital Cost Charges will be considered a substantive amendment. Transfers of density into this agreement which do not affect the collection of Capital Cost Charges will be considered a non-substantive amendment.
- 4.4.8 Changes to the phasing or transfer of density shall be subject to a review of the impact on infrastructure charges. Any change which will have a negative impact may be declined by the Municipality. The developer may transfer density between multiple unit dwellings provided other provisions of this agreement are met.
- 4.4.9 For the purposes of calculating sewer allocation, the following conversion factors shall be used:

<b>Land Use Type</b>	<b>Equivalent per Unit</b>
Single unit, semi-detached townhouse	3.35 persons per unit
Multiple	2.25 persons per unit
Other	As determined by the Development Engineer

*Stormwater Control Measures Required*

- 4.4.10 No stormwater shall be discharged directly into any natural watercourse without the use of mitigative measures as stipulated in the Master Stormwater Management Plan and in accordance with municipal and provincial guidelines.
- 4.4.11 Where the Developer proposes to incorporate Kearney Lake, Kearney Lake Run or Paper Mill Lake into the storm drainage system serving the Lands, the Developer shall secure all, permissions, permits and approvals as may be required from the Province and the license holder of the dams on Kearney Lake and Paper Mill Lake and the Developer agrees that nothing in this Agreement obligates the Municipality or Halifax Water to assume any responsibility for the ownership or maintenance of the dams on Kearney Lake or Paper Mill Lake or any other component of a storm drainage system that is not located with the boundaries of the Lands.
- 4.4.12 Where mitigative measures are proposed along a watercourse, no mitigative measure shall be located in a location which would negatively impact the 1 in 100 year floodplain for the watercourse. All stormwater plans shall indicate the 1 in 100 year floodplains as determined by a qualified professional.
- 4.4.13 Mitigative measures in proposed parks, watercourse buffers and non-disturbance areas may be considered by the Development Engineer in consultation with Parkland Planning. Provided no encumbrances are created on parkland. The Development Engineer may permit such mitigative measures provided the proposed measure meets the design requirements of the Municipality (where required) subject to review of an environmental study which determines if the proposal adversely affects environmentally sensitive features as required by Policy BW-28 of the Bedford West Secondary Planning Strategy.
- 4.4.14 Commercial and institutional storm drainage systems shall include Best Management Practices such as bioretention facilities as a component further to the Master Storm Water Management Plan.

**PART 5: ENVIRONMENTAL PROTECTION MEASURES**

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

### *Erosion and Sedimentation Control and Grading Plans*

- 5.2.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply 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 site until the requirements of this clause have been met and implemented.

### *Stormwater Management Plan*

- 5.3.1 A qualified professional shall provide written confirmation that the design of the storm drainage system conforms with the Master Stormwater Management Plan, unless otherwise acceptable to the Development Officer.
- 5.3.2 Where easements are required as part of the stormwater system, the Developer shall provide the easements to the Municipality or Halifax Water as required.
- 5.3.3 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of stormwater.

### *Water Quality Monitoring Program*

- 5.4.1 The Parties agree that a water quality monitoring program shall be undertaken in conformity with the following requirements:
- (a) the consultant shall be selected by the Municipality and the Developer agrees to pay for all required costs;
  - (b) except as required by clause (d), monitoring shall be undertaken at each location shown on Schedule Q three (3) times per year. Spring testing shall include the RCAP-MS suite, Total Phosphorus (0.002 mg/L detection limit), Total Suspended Solids, E. coli, Total Coliforms and Chlorophyll A (acidification and Welschmeyer methodologies), plus standard field measurements (pH, dissolved oxygen (mg/L), conductivity, temperature, Secchi Depth, total dissolved solids, salinity). Summer and Fall testing shall include the RCAP suite (without MS), Total Phosphorus, Total Suspended Solids, E.Coli and Chlorophyll A (Acidification and Welschmeyer techniques), plus standard field measurements (pH, dissolved oxygen (mg/L), conductivity, temperature, Secchi Depth, total dissolved solids, salinity);
  - (c) monitoring shall be undertaken at least one time at each location illustrated on Schedule Q prior to any initial disturbance being commenced within the upstream watershed of the Lands;
  - (d) in the event that threshold levels specified under 5.4.2(b) are exceeded, the Municipality may direct the consultant to undertake further testing deemed reasonable to verify results;
  - (e) except as provided for by clause (f), the program shall be undertaken until two (2) years after subdivision approval has been granted for the final phase of

development permitted by this Agreement and, prior to subdivision approval being granted for the first phase, the Developer shall post a security in an amount of 110 percent of the cost to complete the monitoring program for a period of one year. This security shall be maintained for the term of testing. Should this security have to be used by the Municipality because of default of payment, no further subdivision shall be permitted until bonding for another year is provided;

- (f) where further development agreement applications are approved within the Paper Mill Lake watershed which require that a water quality monitoring program be undertaken pursuant to the requirements of the Secondary Planning Strategy, the Parties agree that the Developer may seek amendments to the requirements of this Section in accordance with the provisions of Clause 6.1 of this Agreement.
- (g) The water quality monitoring program shall commence a minimum of six months prior to initial disturbance and the developer shall pay all costs associated. The developer shall give the Municipality an additional 30 days notice to prepare for the program.

5.4.2 The Municipality will designate a person to administer the requirements of Section 5.4.1 and receive the test results of the monitoring program. The designated person shall submit the test results to the Developer, the Community Council and the Waters Advisory Board within:

- (a) three (3) months of being received from the consultant; or
- (b) if any total phosphorous measurement meets or exceeds ten (10) micrograms per liter or if the geometric mean of any E. coli measurement within a given calendar year exceeds two hundred (200) counts per 100ml at any location or if any fecal coliform measurement exceeds four hundred (400) counts per 100ml, the findings will be reported immediately to the Developer and to the Waters Advisory Board and the Community Council at the next scheduled meeting. The Municipality shall make all reports provided to the Waters Advisory Board and the Community Council available to the public.

#### *Subdivision and Lot Grading Plans*

5.5.1 Any Subdivision Grading Plan submitted for subdivision approval shall be certified by a qualified professional that the plan conforms with the recommendations of the Master Stormwater Management Plan;

5.5.2 Any riparian buffer area established pursuant to Section 3.8 of this Agreement shall be shown on any lot grading plan submitted pursuant to the requirements of the Municipality's Grade Alteration By-law.

5.5.3 The Developer shall prepare lot grading plans which comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations may be approved by the Development Engineer. The Developer shall provide written confirmation of compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly

carried out, remedial or corrective measures shall be carried out by the Developer at its cost.

- 5.5.4 No occupancy permit shall be granted unless the requirements of Section 5.5.3 have been satisfied or a security deposit for the completion of the work has been provided in accordance with the requirements of the Municipality's Grade Alteration By-law

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Changes to multiple unit dwellings identified on Schedule B and Schedule O as Block E and G to allow for a change in use to cluster townhouses;
- (b) Changes to land uses on Road 5-C from Single Unit Dwellings to Townhouse Dwellings;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (d) The length of time for the completion of the development as identified in Section 7.5 of this Agreement;
- (e) amendments to the development standards in Sections 3.4.1 to 3.4.6 of this Agreement;
- (f) amendments to the lake monitoring program on Schedule Q and clauses 5.4.1 and 5.4.2 to this Agreement provided that a recommendation of approval has been received from the Waters Advisory Board;
- (g) Transfers of density into this agreement which do not affect the collection of Capital Costs or exceed an additional 1 unit per acre;
- (h) Conversion of Neighbourhood Commercial areas to low rise (four habitable storey) multiple unit dwellings; and
- (i) Changes to the Cell Tower location as identified on Schedule J and Section 3.4.7.

### **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 ten 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 final subdivision approval of the first phase of the lands.

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**

7.4.1 Upon the completion of the whole development or complete phases of the development, or after twenty years, 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 Bedford, as may be amended from time to time.

## **7.5 Discharge of Agreement**

7.5.1 If the Developer fails to complete the development after 15 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 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 defense 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;
- (d) Where trees or other vegetation are removed in contravention to the requirements of section 3.7 of this Agreement, the Development Officer may direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the

- plan and shall submit the plan to the Waters Advisory Board for a recommendation of approval and to the Community Council for approval before being undertaken; or
- (e) 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 22<sup>nd</sup> day of August, 2012.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

[Redacted Signature]

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

[Redacted Signature]

[Redacted Signature]

Witness

**WEST REDEORD HOLDINGS LIMITED**

[Redacted Signature]



PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 8 day of August, A.D., 2012, before me, the subscriber personally came and appeared T. Paul McNamee a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST BEDFORD HOLDINGS LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his presence.



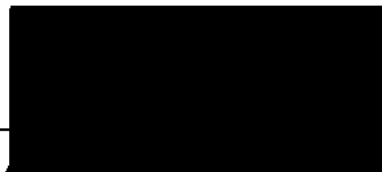
A Commissioner of the Supreme Court  
of Nova Scotia

**Cheryl J. Raftus**  
A Commissioner of Oaths  
for the Province of Nova Scotia

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 22 day of August, A.D., 2012, before me, the subscriber personally came and appeared before me Deborah Chambers & Sena Gheve the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Cathy Mellett, its Municipal Clerk, its duly authorized officers in his presence.



A Commissioner of the Supreme Court  
of Nova Scotia

**ROBYN S. GREGORY**  
A Commissioner of the Supreme  
Court of Nova Scotia

Schedule A



THE PARKS  
OF WEST BEDFORD

EMBRACING NATURE... ENJOYING LIFE.

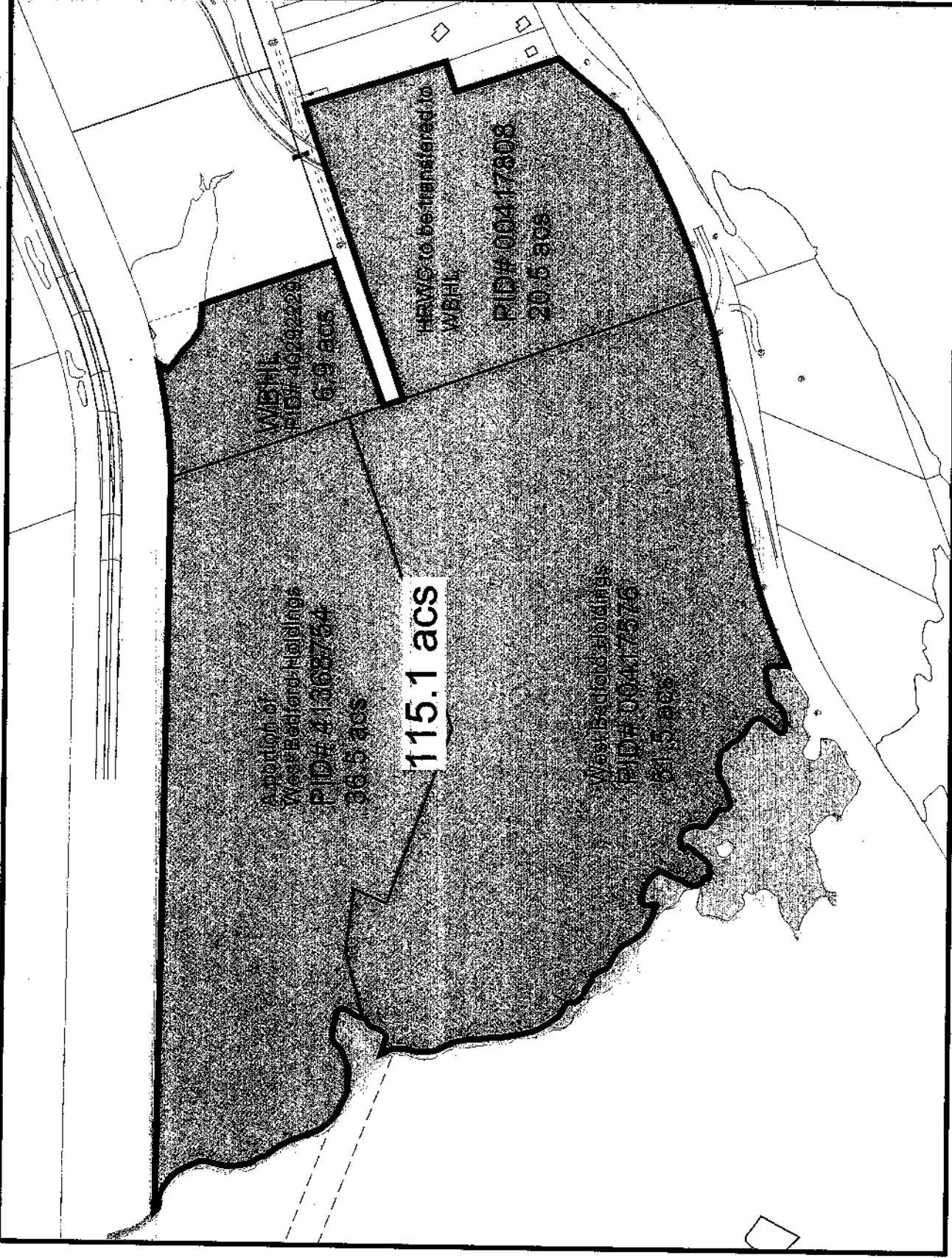
Development Area  
Sub-Area 5



Development Area  
~115.1 acres total



March, 2011



# Schedule "A1"

## SUB-AREA 5 - WEST BEDFORD

Kearney Lake Road, Route No. 102 (Bi-Centennial Drive)

Bedford, Halifax County

### PID 00417576

Registration County: HALIFAX COUNTY  
Street/Place Name: KEARNEY LAKE DRIVE /BEDFORD  
Title of Plan: COMPILED PLAN SHOWING BLOCKS WB-13 & WB-14, LANDS ACQUIRED BY WEST BEDFORD HOLDINGS LIMITED  
Designation of Parcel on Plan: **BLOCK WB-13**  
Registration Number of Plan: 98299747

AND ALSO

### PID 41368754

Registration County: HALIFAX COUNTY  
Street/Place Name: KEARNEY LAKE DRIVE /BEDFORD  
Title of Plan: COMPILED PLAN SHOWING BLOCKS WB-15 & WB-16, LANDS ACQUIRED BY WEST BEDFORD HOLDINGS LIMITED  
Designation of Parcel on Plan: **BLOCK WB-15**  
Registration Number of Plan: 100870865

AND ALSO

### PID 40292229

Registration County: HALIFAX COUNTY  
Street/Place Name: HIGHWAY NO. 102 (BI-CENTENNIAL DRIVE) /BEDFORD  
Title of Plan: PLAN OF SURVEY OF PARCEL T-1 AND PARCEL T-2, LANDS OF HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA AS REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE RENEWAL  
Designation of Parcel on Plan: **PARCEL T-1**  
Registration Number of Plan: 94692374

AND ALSO

### PID 00417808

ALL that certain lot, piece or parcel of land situate, lying and being at Kearney Lake, Halifax Regional Municipality, Province of Nova Scotia, being shown as **Parcel KLR** on a "Plan of Survey of Parcel KLR, Crown Land, Kearney Lake Road, Bedford", R. K. Carrick Surveying Ltd. Plan No. 96-05-30, certified by E. G. Jeffrey, N.S.L.S., dated May 30, 1996, Crown Land Field Plot No. P-088/96, said parcel of land being more particularly described as follows:

BEGINNING at a survey marker in a southwestern boundary of lands conveyed to Nova Scotia Power Incorporated (Book 5280 Page 1029, also see Book 657 Page 665) at a northern corner of Lot 1 of the James H. Muir Subdivision being lands conveyed to Jennie M. Ashton (Book 1751 Page 254) and being situate (by grid bearings referred to the Nova Scotia 3 degree Modified Transverse Mercator Projection, Zone 5, Central Meridian 64 degrees 30 minutes West Longitude) North 15 degrees 48 minutes 01 seconds West, a distance of 371.848 metres, from Nova Scotia Coordinate Monument No. 22226;

THENCE South 58 degrees 09 minutes 40 seconds West, along a northwestern boundary of Lot 1 of the James H. Muir Subdivision being lands conveyed to Jennie M. Ashton (Book 1751 Page 254), a distance of 143.232 metres, to a survey marker at the easternmost corner of lands conveyed to Anthony A. & Theresa M. Baldwin (Book 1878 Page 185);

THENCE North 32 degrees 35 minutes 20 seconds West, along the northeastern boundary of lands conveyed to Anthony A. & Theresa M. Baldwin (Book 1878 Page 185), a distance of 30.578 metres, to a survey marker at the northernmost corner thereof;

THENCE South 57 degrees 24 minutes 40 seconds West, along the northwestern boundary of lands conveyed to Anthony A. & Theresa M. Baldwin (Book 1878 Page 185), a distance of 105.412 metres, to a survey marker at the westernmost corner thereof;

THENCE North 64 degrees 58 minutes 19 seconds West, along a northeastern boundary of Kearney Lake Road, a distance of 79.992 metres, to a survey marker at the southernmost point of a curved boundary thereof;

THENCE northwesterly, along a northeastern boundary of Kearney Lake Road, following a curve to the right having a radius of 683.401 metres, an arc distance of 196.507 metres, to a survey marker at a southern corner of lands conveyed to Annapolis Basin Group Incorporated (portion of Book 2351 Page 679), situate North 39 degrees 07 minutes 37 seconds West, a distance of 195.831 metres, from the last mentioned survey marker;

THENCE North 56 degrees 09 minutes 40 seconds East, along a southeastern boundary of lands conveyed to Annapolis Basin Group Incorporated, a distance of 310.088 metres, to a survey marker at its intersection with a southwestern boundary of lands conveyed to Nova Scotia Power Incorporated (Book 5280 Page 1029, also see Book 657 Page 665);

THENCE South 33 degrees 18 minutes 11 seconds East, along a southwestern boundary of lands conveyed to Nova Scotia Power Incorporated (Book 5280 Page 1029, also see Book 657 age 665), a distance of 301.350 metres, to the PLACE OF BEGINNING.

CONTAINING IN ALL 46.7 Hectares (115.5 Acres) more or less.



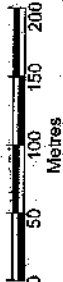
Carl K. Hartlen, N.S.L.S.  
August 8, 2012

Schedule B



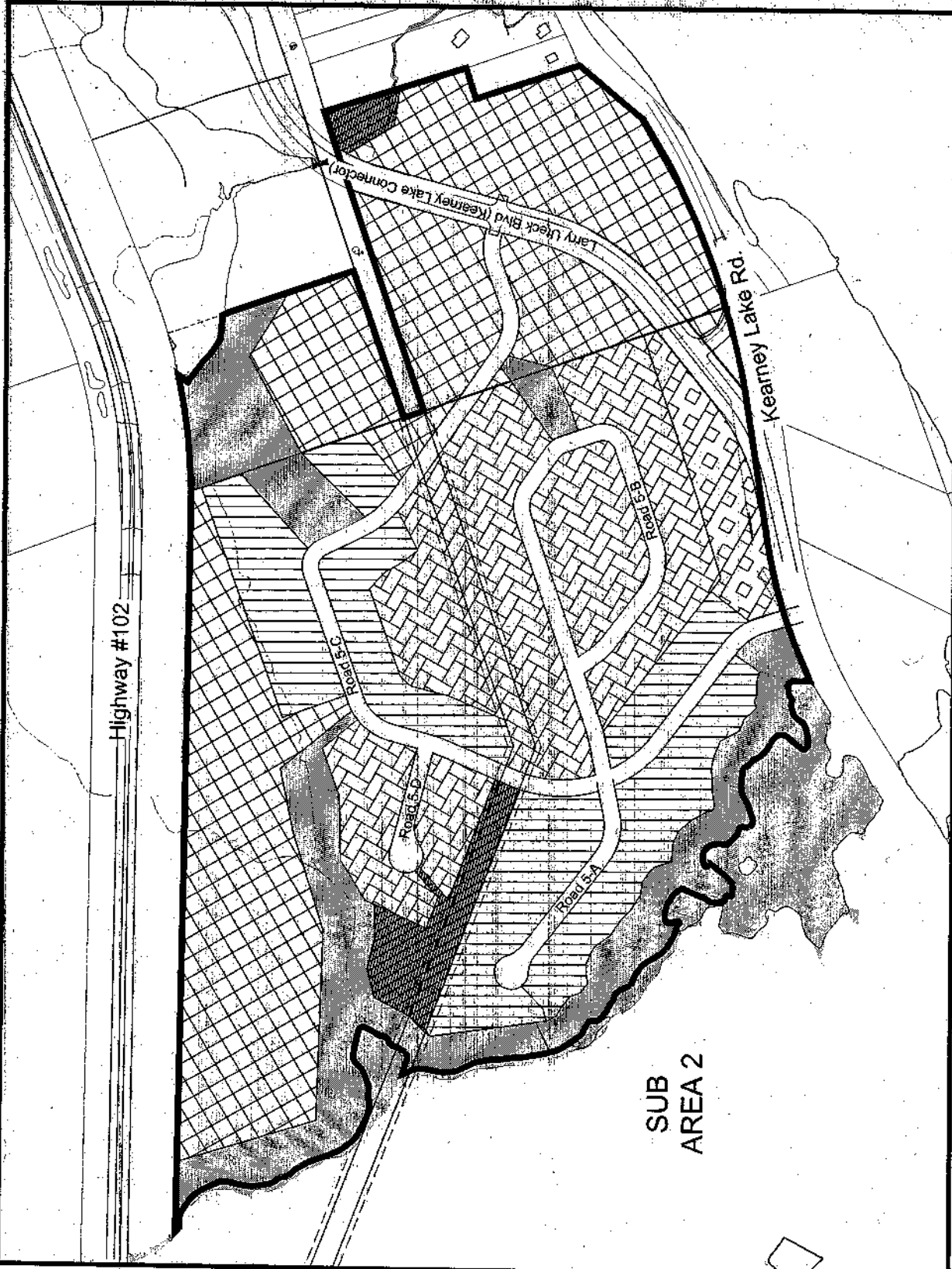
THE PARKS  
OF WEST BEDFORD  
RECREATION, NATURAL & TECHNICAL SERVICES

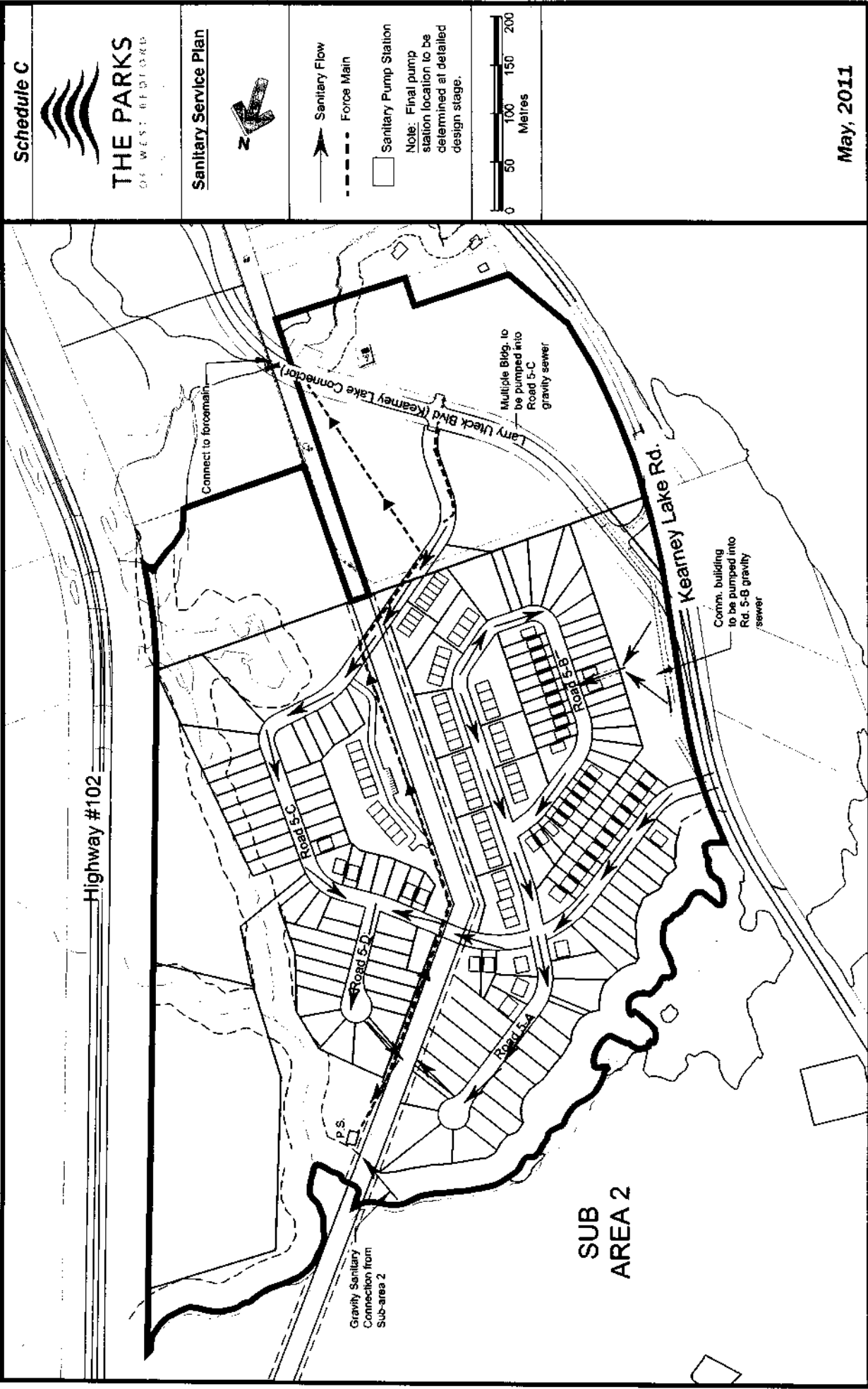
Land Use Plan



- SINGLES (min 40')
- TOWNHOUSE/SEMI-DETACHED/SINGLES/CONDO T.H.
- MULTIPLE
- NEIGHBOURHOOD COMMERCIAL
- FUTURE HRM LAND
- UTILITY LANDS (to be owned by HRM/HRWC)

May, 2011



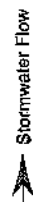


May, 2011

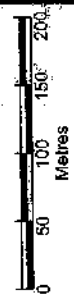
Schedule D



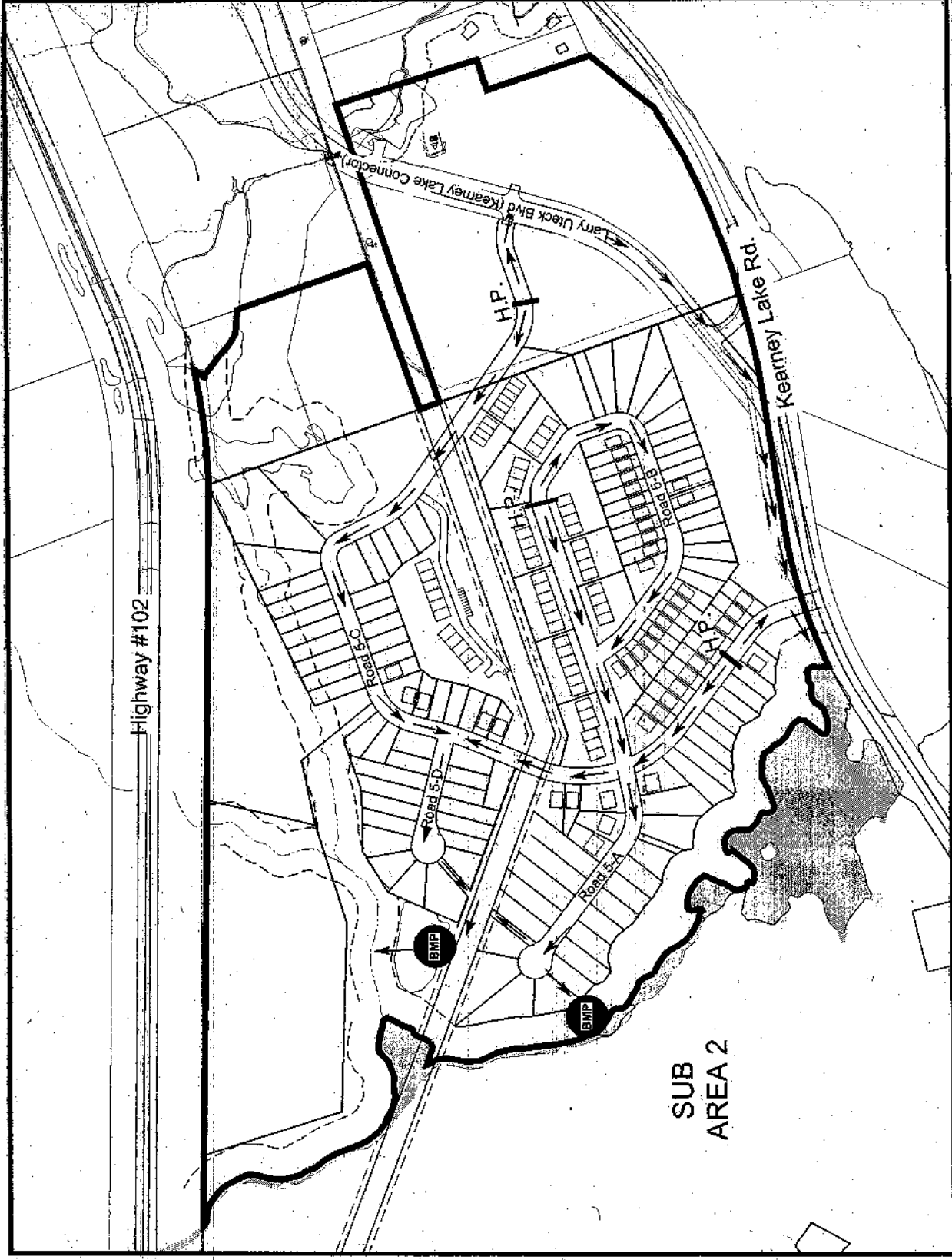
Stormwater Servicing Plan



Best Management Practice, per Stormwater Management Plan



May, 2011













THE PARKS  
OF WEST BEDFORD  
ESTABLISHED 1974 • 1000 LINDSEY DR.  
WEST BEDFORD, NEW HAMPSHIRE 03091

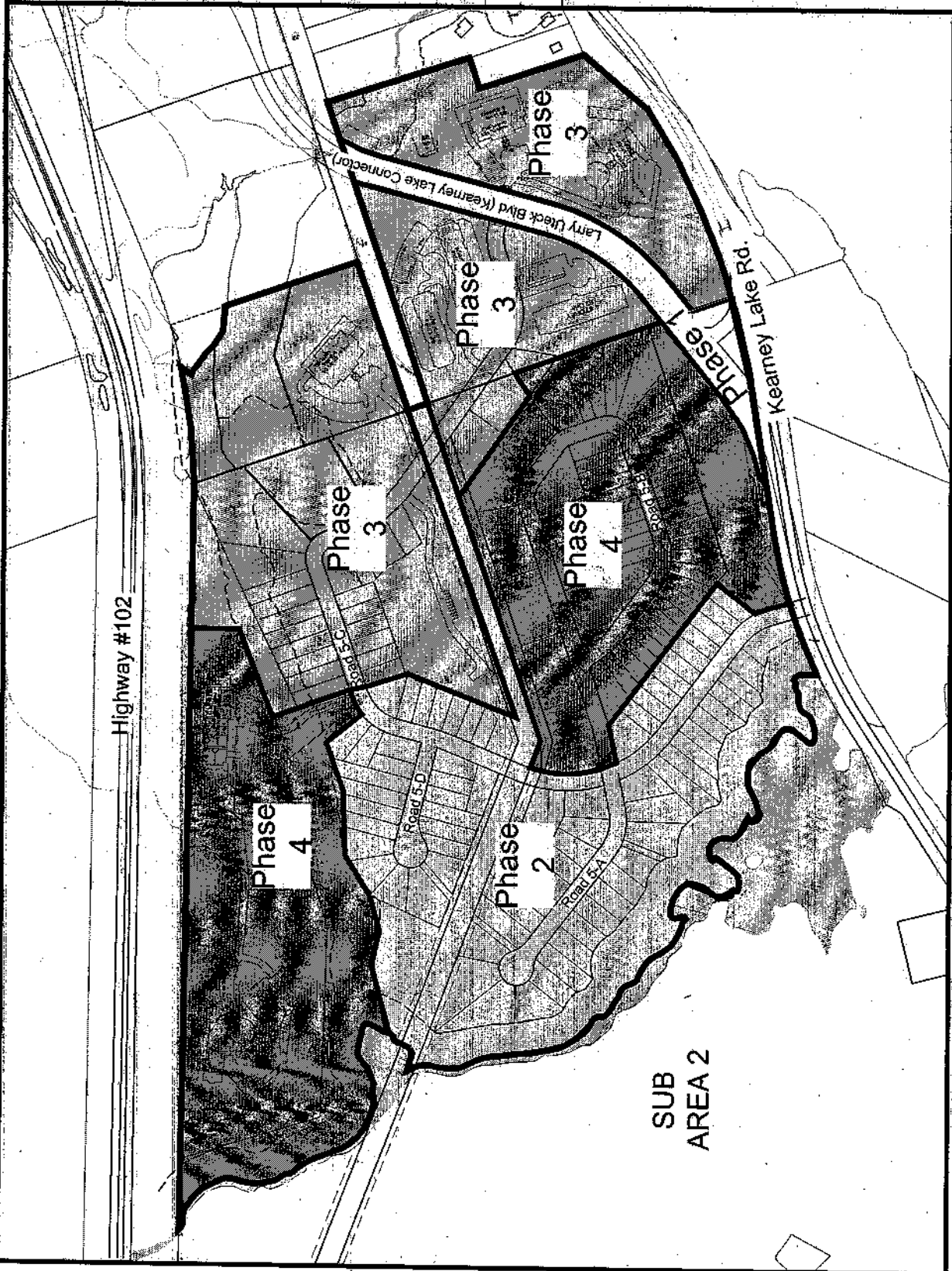
Phasing Plan

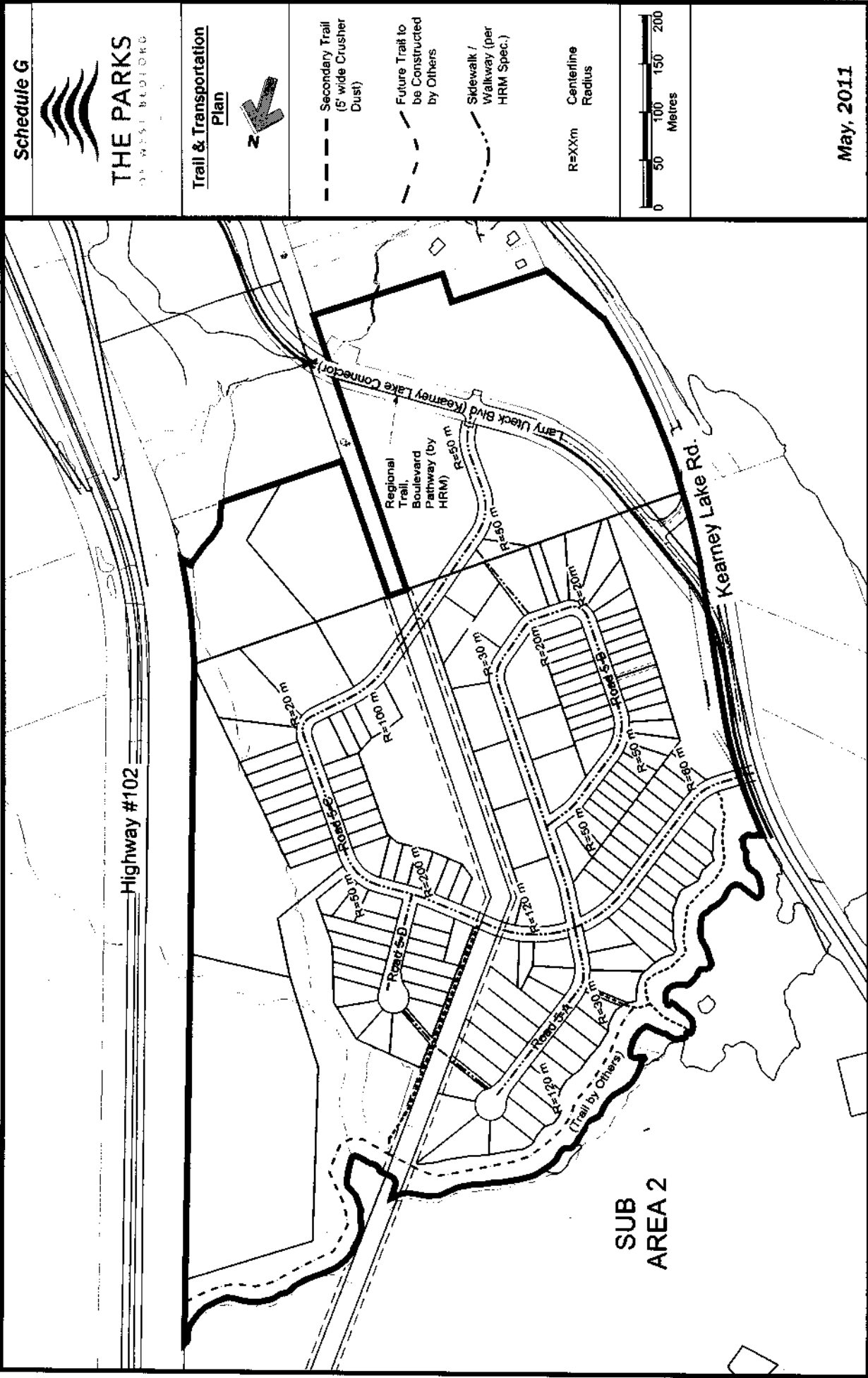


-  Phase 1
-  Phase 2
-  Phase 3
-  Phase 4



May, 2011





THE PARKS  
OF WEST BEDFORD

### Slope Map & Riparian Buffer Areas



### Riparian Buffer



**Slopes >25%**

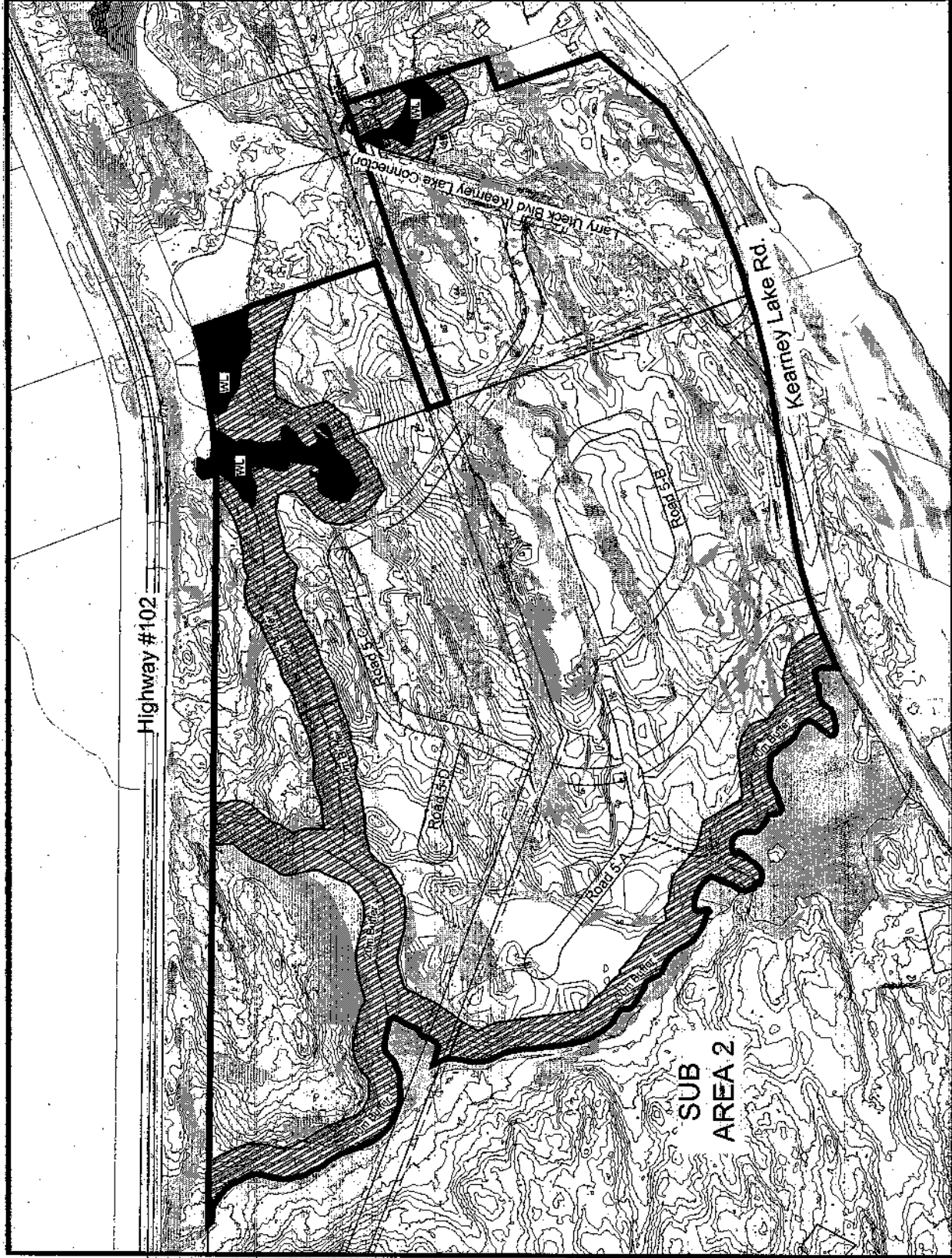


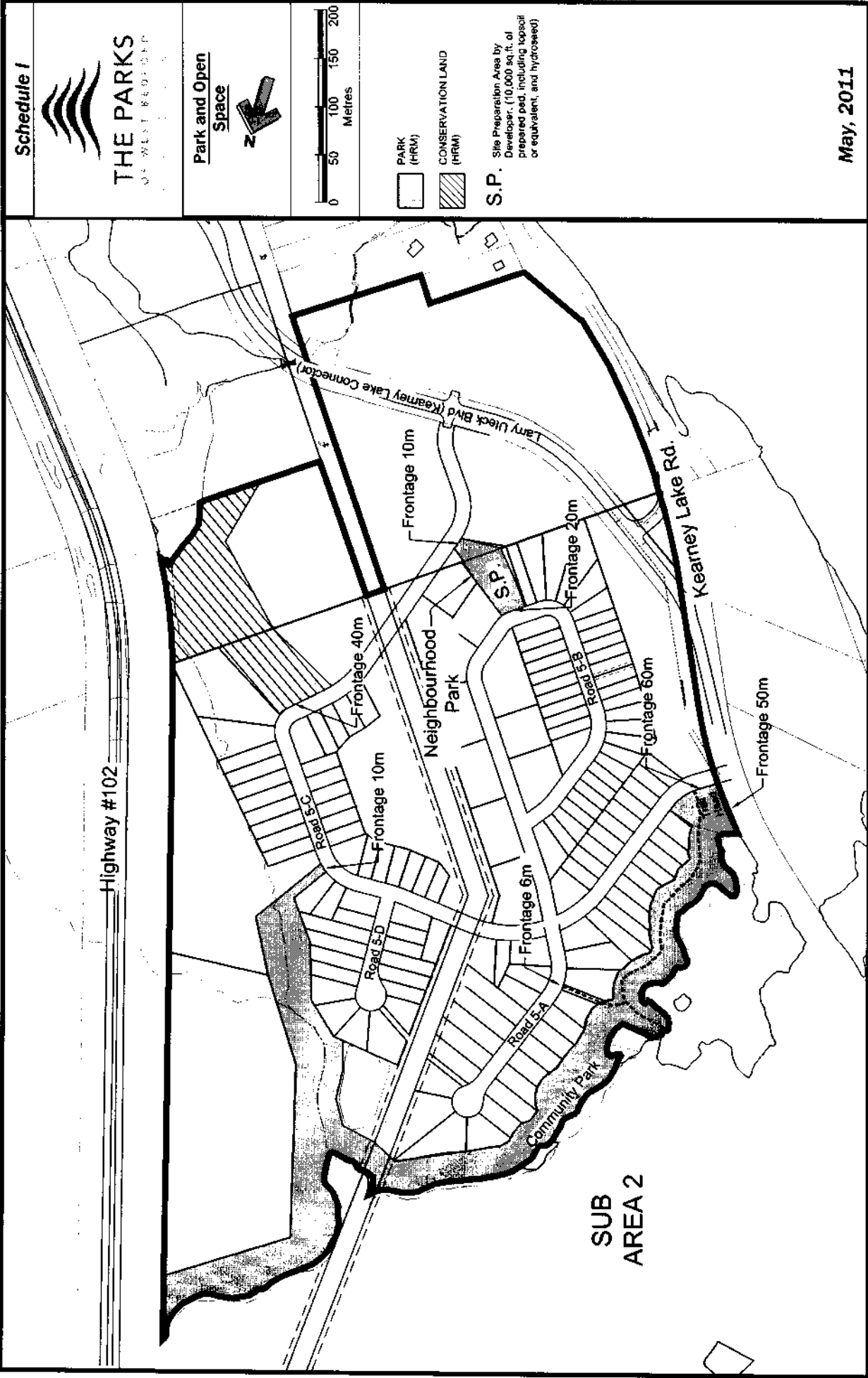
Wetland



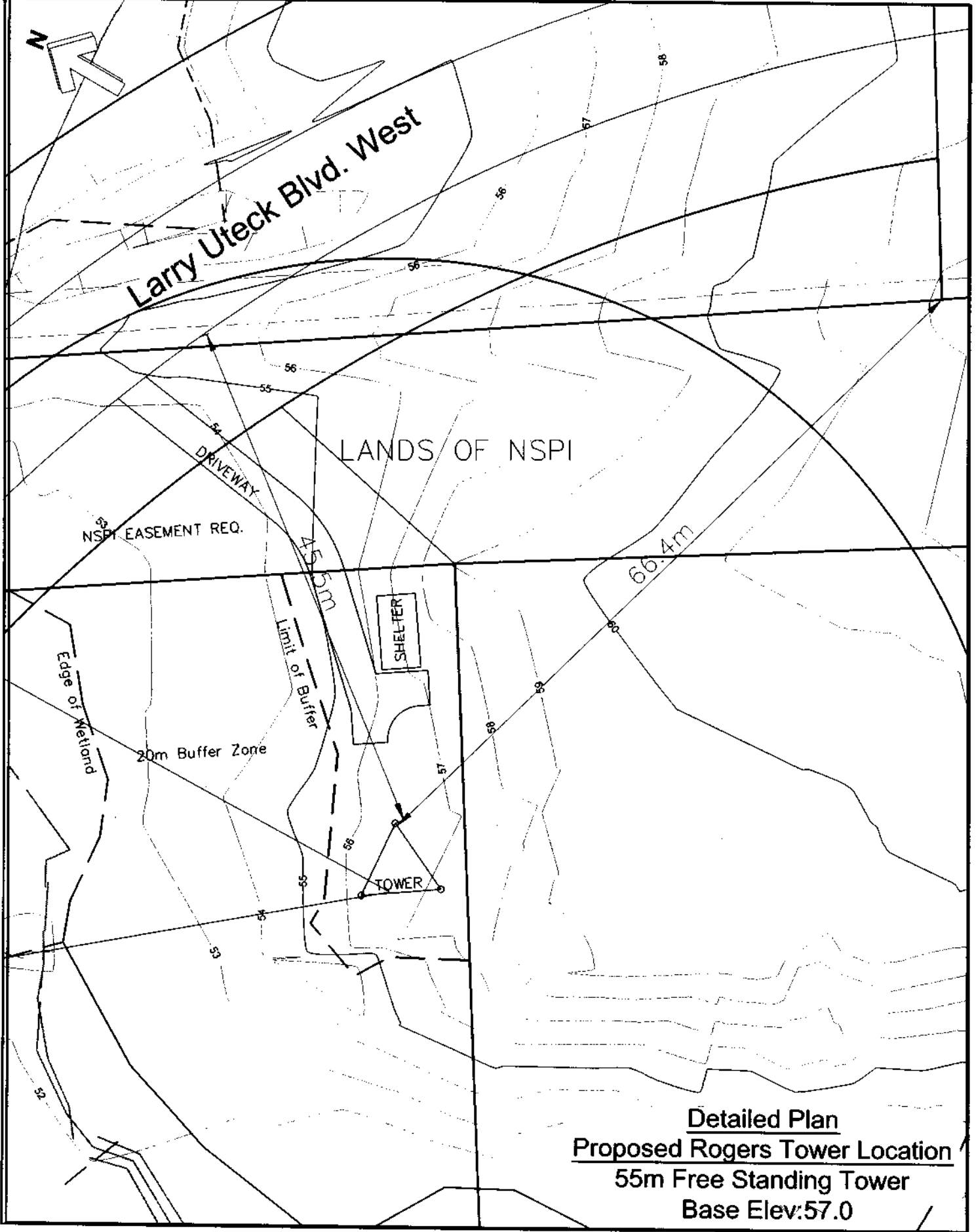
### 1m Contour Intervals

May, 2011





Schedule J - Cell Tower Relocation Plan



**Schedule K**  
**Bedford West - Sub Area 5 - Neighbourhood Commercial Guidelines**

**Pedestrian Access, Circulation and Parking**

Applicants shall submit a detailed pedestrian circulation and parking plan with all development applications that provides safe, efficient and convenient pedestrian access and circulation patterns within and between developments. All applications shall comply with the following:

**Required Pedestrian Connections** - An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

- a) The primary entrance or entrances to each commercial building;
- b) Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with neighbourhood commercial development;
- c) Any public sidewalk system along the perimeter streets adjacent to the commercial development; and
- d) Where practicable and appropriate, adjacent land uses and developments, including but not limited to adjacent residential multiple unit dwelling developments.

**Minimum Walkway Width** - All site walkways shall be a minimum of 1.5 metres in width.

**Walkways Along Buildings**- Continuous pedestrian walkways shall be provided along the full length of a building along any facade featuring a customer entrance and along any facade abutting customer parking areas. Such walkways shall be located at least 1.8 metres from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

**Amount of Parking:** Parking shall be provided in accordance with the parking provisions of the Bedford Land Use By-law, as amended from time to time. The Development Office may permit a reduction in the required parking by 30 percent where parking is to serve multiple tenants or uses.

**Location of Parking:**

- a) A maximum of fifty percent ( 50%) of the off-street surface parking spaces provided for a site shall be located between the facade of the closest building to the right-of-way of Kearney Lake Road or the Kearney Lake Connector (Larry Uteck Boulevard).

**Building Design**

- a) **Minimum Wall Articulation for Commercial Buildings**
  - i) All buildings walls shall consist of a building bay or structural building system that is a maximum of ten (10) metres in width. Bays shall be visually established by architectural features such as columns, ribs or pilasters, piers, changes in wall planes, changes in texture or materials, and fenestration pattern no less than thirty (30) centimeters in width. The only exception being the rear and side wall of a

- building greater than 4,645 square metres of gross floor area where the articulation can be widened to thirty (30) metres in width.
- ii) Any wall exceeding ten (10) metres in length shall include at least one change in wall plane, such as projections or recesses, having a depth of at least three percent (3%) of the entire length of the façade and extending at least twenty percent (20%) of the entire length of the façade.
  - iii) All building walls shall include materials and design characteristics consistent with those on the front.

**Building Walls Facing Public Areas** - In addition to the above, building walls that face public streets, connecting walkways, or adjacent development shall be subdivided and proportioned using features such as windows, entrances, arcades, arbors, awnings, trellises with vines, or alternate architectural detail, along no less than sixty percent (60%) of the façade.

**Windows Adjacent Walkways, Sidewalks and Parking areas** - In addition to the above, building walls that face sidewalks, connecting walkways, shall include windows which provide natural surveillance over these public areas.

### **Miscellaneous Requirements**

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued around all sides.
- (c) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.
- (d) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed or veneered with stone or brick
- (e) Any exposed lumber on the exterior shall be painted, stained or clad on a painted metal or vinyl.
- (f) Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from a street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented.
- (g) Mechanical equipment shall be screened from view by a combination of architectural treatments, fencing and landscaping.
- (h) Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- (i) The main entrances to building 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. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

**Schedule L**  
**Neighbourhood Commercial Land Uses**

No development permit shall be issued in a Community Commercial area except for one or more of the following uses:

- (a) Banks and Financial Institutions (which may include accessory drive-thru windows or tellers)
- (b) Daycare Facilities, Nursery Schools, Early Learning Centres
- (c) Drycleaning Depots
- (d) Garden Markets
- (e) General Retail exclusive of mobile home dealerships
- (f) Medical Clinics
- (g) Neighbourhood Convenience Stores
- (h) Office Uses
- (i) Full Service, Take Out Restaurants
- (j) Service, Personal Service Shops, Health and Wellness Centres exclusive of massage parlours
- (k) Mixed use commercial/multi-unit residential buildings with less than 6 residential units
- (l) Institutional uses
- (m) Parking lots
- (n) Uses accessory to the foregoing uses

(All uses shall be defined as found in the Bedford Land Use By-law)

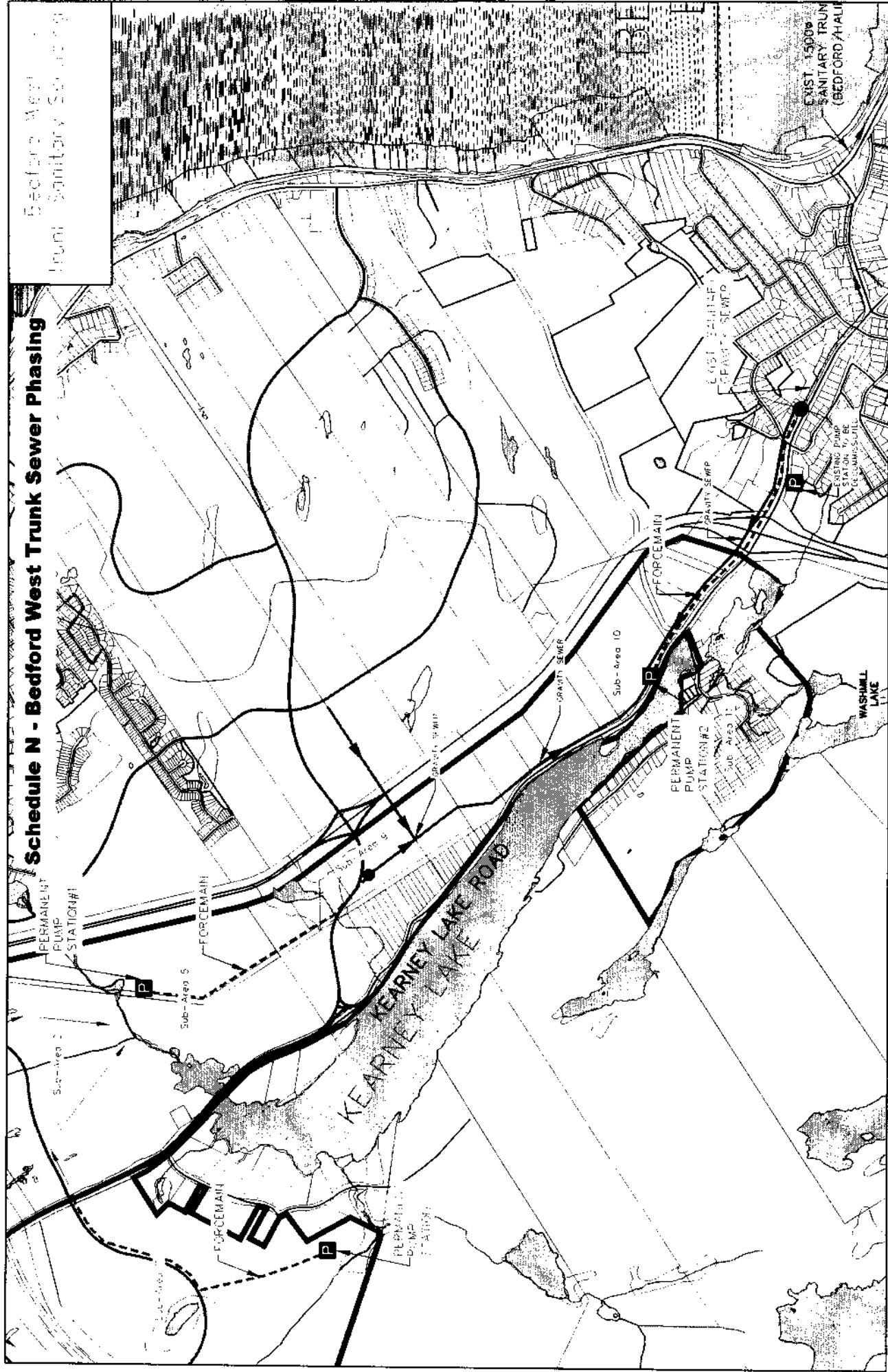


**Schedule M**  
**Design Criteria for Townhouses and Multi-Unit Buildings**

1. All townhouse developments shall conform with the following design criteria:
  - a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
  - b) Architectural treatment shall be continued around the sides of the building.
  - c) Vinyl siding may be utilized to a maximum of forty percent (40%) on front elevations. Vinyl siding may be permitted along the side and rear of the units.
  - d) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.
  - e) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
  - f) Any exposed lumber on the front facade of any townhouse shall be painted or stained or clad in a painted metal or vinyl.
  - g) Any exposed foundation in excess of 1 metre (3.28 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent.
  - h) Buildings should be oriented with the main entrance facing a public street where possible.
  - i) The maximum number of townhouse dwelling units per building shall be six units.
  - j) The townhouse dwellings shall be designed so that no more than four units are constructed which are less than two feet (0.61metres) in variation from the building line of any abutting unit.
2. Multi-unit building developments shall conform with the following design criteria:
  - a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
  - b) Architectural treatment shall be continued around all sides.
  - c) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.
  - d) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
  - e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed or veneered with stone or brick
  - f) Any exposed lumber on the exterior shall be painted, stained or clad in a painted metal or vinyl.
  - g) Mechanical equipment shall be screened from view by a combination of architectural treatments, fencing and landscaping.

**Schedule N - Bedford West Trunk Sewer Phasing**

Bedford West  
Trunk Sanitary Sewer



# **Schedule O Concept Plan**

**THE PARKS OF WEST BEDFORD**  
CONCEPTUAL MASTER PLAN  
May 2014

Sub-Area 5

**Conceptual Master Plan**  
May 2014

North

Note: This concept plan does not denote building location or configuration.

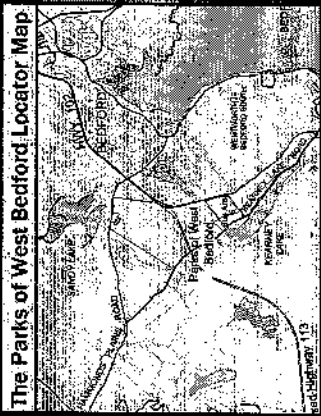
## **Legend**

- Single Family
- Townhouses
- Multiple
- Commercial
- Park / Conservation Land
- Walkway

The number shown on buildings denotes proposed habitable stories



**Sub-Area 2**  
(Approved 2009)



KEARNEY LAKE

Schedule P - Density

West Bedford

Sub Area 5

87.6 acres WSHL  
20.3 acres HRWC  
7 acres TIR Lands

115.1

27-Jan-11  
691 Residential Unit Entitlement  
2,302 Residential Population Entitlement

Road Name	Length in Meters	65' Lots	50' Lots	40' Bung	Bung TH	TH (22')	Bung Condo
Road 5-A	236	23					
Road 5-B	667		38	14			
Road 5-C	1078		56			11	
Road 5-D	125		17				
BLOCK E							11

Total Road Length 2,106

Total Low Density Units 200

People 670

BLOCK A 57

128.25

BLOCK B	37 acs	30	11
BLOCK C	62	39	5
BLOCK D	132	29	7
BLOCK G	68	153	
BLOCK H	172	387	

Total Multiple 49

71%

Total Units 691

0

Density

6.0 upa

Total Population 1,886  
Residual population 416



THE PARKS  
OF WEST BEDFORD

**WATER QUALITY  
MONITORING  
LOCATIONS AREA**

5



**Schedule Q**  
**JANUARY, 2011**

● Water Quality  
Monitoring Test  
Location

