



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 13.1.1
North West Community Council
July 11, 2016

TO: Chair and Members of the North West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: June 27, 2016

SUBJECT: **Case 19056: MPS/LUB Amendment and Development Agreement for 26 and 34 Walker Service Road, Lower Sackville**

SUPPLEMENTRY REPORT

ORIGIN

- Application by W.M Fares Group Limited
- March 18, 2014, Regional Council initiation of the MPS amendment process
- On April 26, 2016 Regional Council approved MPS and LUB amendments to apply the CDD (Comprehensive Development District) to 26/34 Walker Service Road.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A, to permit 34 townhouse units and a 4 storey, 52 unit multiple unit dwelling at 26 and 34 Walker Service Road; and
2. Require that the proposed development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND / DISCUSSION

On April 26, 2016, North West Community Council and Regional Council held a joint public hearing to consider the proposed amendments to the Sackville Municipal Planning Strategy (MPS) and Land Use By-law (LUB), as well as a proposed development agreement to permit 34 townhouse units and a 4 storey, 52 unit multiple unit dwelling at 26 and 34 Walker Service Road. Following the public hearing, Regional Council approved the amendments to the Sackville MPS and LUB to apply the CDD (Comprehensive Development District) Zone to the subject site.

As noted in the February 23, 2016 staff report¹, North West Community Council could not make a decision on the proposed development agreement until the MPS and LUB amendments became effective. As the MPS and LUB amendments became effective on June 25, 2016, Community Council is now able to consider the proposed development agreement as contained in Attachment A of this report.

FINANCIAL IMPLICATIONS

There are no financial implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this development agreement. The administration of the development agreement can be carried out within the approved 2016/17 budget with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the February 23, 2016 staff report, referenced in the background/discussion section above.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area, a public information meeting held on May 21, 2014, and a public hearing held on April 26, 2016.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in the February 23, 2016 staff report, referenced in the background/discussion section above.

¹ See report at: <http://www.halifax.ca/council/agendasc/documents/160426ca113.pdf>

ALTERNATIVES

1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report and/or a public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement is not reasonably consistent with the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Attachment A Proposed Development Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Ben Sivak, Principal Planner, 902.490.6573

Original Signed

Report Approved by: _____
Kelly Denty, Manager, Current Planning, 902.490.4800

Attachment A: Proposed Development Agreement

THIS AGREEMENT made this ____ day of _____ 20__,

BETWEEN:

'INSERT PROPERTY OWNER'

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 26, 28 and 34 Walker Service Road, Lower Sackville, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for the development of townhouses and a multiple unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies RR-3 and UR-10 of the Sackville Municipal Planning Strategy and Section 3.6(b) of the Sackville Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on _____, referenced as Municipal Case 19056;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

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

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19056:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C1	North Multiple unit Dwelling Elevation Plan
Schedule C2	South Multiple unit Dwelling Elevation Plan
Schedule C3	East & West Multiple unit Dwelling Elevation Plan

3.2 Requirements Prior to Approval

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

- (a) Final plan of subdivision approved by the Municipality in accordance with Section 3.6 of this Agreement; and
- (b) Landscaping Plan in accordance with Section 3.10 of this Agreement.

- 3.2.2 Prior to the issuance of the last Occupancy Permit for the multiple unit dwelling, the Developer shall provide a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping on the lot containing the multiple unit dwelling has been completed according to the terms of this Agreement.
- 3.2.3 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

The uses of the Lands permitted by this Agreement are the following:

- (a) a maximum of 34 townhouse units;
- (b) 1 multiple unit dwelling containing a maximum of 52 residential units;
- (c) a single unit dwelling located at 34 Walker Service Road; and
- (d) accessory uses and structures to the above main uses.

3.4 Siting and Architectural Requirements for the Multiple Unit Dwelling

- 3.4.1 The multiple unit dwelling shall be located as generally shown on Schedule B and shall meet all minimum yard measurements as shown on Schedule B.
- 3.4.2 The multiple unit dwelling shall be a maximum of 4 storeys in height.
- 3.4.3 The architectural design, height and exterior materials of the multiple unit dwelling shall be in general conformance with the designs shown in Schedules C1, C2 and C3.
- 3.4.4 The Development Officer may permit unenclosed structures attached to the multi-unit building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Sackville Land Use By-law, as amended from time to time.
- 3.4.5 Any roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any abutting public street.
- 3.4.6 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).

- 3.4.7 Any exposed foundation in excess of 2 feet in height shall be architecturally detailed with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.8 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match or complement the colour of the adjacent surface.

3.5 Siting and Architectural Requirements for the Townhouses

- 3.5.1 The townhouses shall front onto Road 'A' as generally shown on Schedule B. The specific townhouse configuration need not match the configuration shown on Schedule B provided:
- (a) the townhouses meet all minimum yard measurements as shown on Schedule B;
 - (b) all townhouse buildings contain 6 or fewer townhouse units;
 - (c) all townhouses meet the minimum lot area, frontage, yard and height requirements set out in the Sackville Land Use By-Law for the R-5 (Townhouse) Zone, as amended from time to time, but excluding Section 11.3; and
 - (d) all other requirements of this Agreement are met.
- 3.5.2 The Development Officer may permit unenclosed structures attached to the townhouses such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Sackville Land Use By-law, as amended from time to time.

3.6 Subdivision of the Lands

- 3.6.1 An application for final subdivision shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law and Schedule B of this Agreement.
- 3.6.2 The lot containing the multiple unit dwelling shall be located as generally shown on Schedule B.
- 3.6.3 Lots containing townhouses shall meet the requirements set out in the Sackville Land Use By-Law for the R-5 (Townhouse) Zone, as amended from time to time, but excluding Section 11.3.
- 3.6.4 The lot containing the existing single unit dwelling, identified as Civic 34 on Schedule B, may be serviced by on-site sewer and shall meet all requirements of the Sackville Land Use By-Law for the R-6 (Rural Residential Zone), as amended from time to time. Following the subdivision, Council may discharge this Agreement from the lot containing the single unit dwelling, as set out in Section 7.4 of this Agreement.

3.7 Parkland Dedication

- 3.7.1 The Developer shall convey to the Municipality parkland as shown as Park Area on Schedule B at the time of final subdivision. The Development Officer may permit variations to parkland site configuration, in consultation with the HRM parkland planner, provided appropriate access and road frontage is maintained and the proposed parkland meets the requirements of the Municipality. The land shall meet both the usable land definition and Parkland Quality of Land Criteria as found in the Regional Subdivision By-Law.
- 3.7.2 The Developer agrees to remediate any contamination on the proposed Park Area and provide written confirmation from a qualified engineer licensed to practice in Nova Scotia that the parkland is safe for the intended public recreation use.
- 3.7.3 The Developer agrees that any outstanding parkland dedication at the final subdivision stage will be in the form of cash, site preparation, site development or any combination of cash, site preparation and site development.

3.8 Parking, Circulation and Access

- 3.8.1 A minimum of 1.5 parking spaces per residential unit shall be provided for the multiple unit dwelling.
- 3.8.2 Parking for bicycles for the multiple unit dwelling shall be located in the general location as shown on Schedule B and in conformance with the bicycle parking requirements set out in the Sackville Land Use Bylaw, as amended from time to time.
- 3.8.3 The outdoor parking area for the multiple unit dwelling shall be located as generally shown on Schedule B and shall contain a maximum of 26 parking spaces. All other required parking spaces for the multiple unit dwelling shall be located underground.
- 3.8.4 The outdoor parking area for the multiple unit dwelling shall be hard surfaced.
- 3.8.5 The driveway accesses for the townhouses shall be grouped in a manner as generally shown on Schedule B.

3.9 Outdoor Lighting

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.

3.10 Landscaping

- 3.10.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the landscaping shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good

standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

- 3.10.2 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.10.3 Prior to issuance of the Occupancy Permit for the multiple unit dwelling shown on Schedule B, 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 on the lot containing the multiple unit dwelling has been completed according to the terms of this Development Agreement.
- 3.10.4 Notwithstanding Section 3.10.3, above 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. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.11 Maintenance

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.

3.12 Signs

A maximum of one ground sign shall be permitted at the entrance to Road A, shown on Schedule B, to denote the community or subdivision name. The location of such sign 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 3.05 metres (10 feet) and the face area of any sign shall not exceed 4.65 square metres (50

square feet). The sign 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.

3.13 Temporary Construction Building

A building 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 shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.14 Screening for Multiple Unit Dwelling

3.14.1 Refuse containers located outside the multiple unit dwelling shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

3.14.2 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Walker Service Road and all abutting 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.

3.15 Non-disturbance Areas

Existing vegetation located within the non-disturbance areas as shown on Schedule B shall be maintained. Should this area be disturbed during construction or for other reasons, the Developer shall submit a remediation plan prepared by a landscape architect (a full member, in good standing with Canadian Society of Landscape Architects) to be approved by the Development Officer in consultation with HRM Urban Forestry.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 One new municipal road shall be constructed in the general location shown on Schedule B and shall include a sidewalk located on the west side of the road and a pedestrian walkway located between the cul-de-sac terminus and Walker Service Road as shown on Schedule B.

4.3 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped

areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

- 4.4 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.
- 4.5 The permitted multiple unit dwelling shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 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.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) Changes to the Siting and Architectural Requirements set out in Sections 3.3 and 3.4, and Schedules C1 to C3 of this Agreement;
- (b) Changes to the Parking, Circulation and Access requirements set out in Section 3.8 of this Agreement;
- (c) Changes to the Landscaping Requirements set out in Section 3.10 of this Agreement;
- (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and

- (e) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) 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 the issuance of a Construction Permit.
- 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

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

7.5 Discharge of Agreement

If the Developer fails to complete the development after 8 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; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED in
the presence of:

[Property Owner]

Witness

Per: _____

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

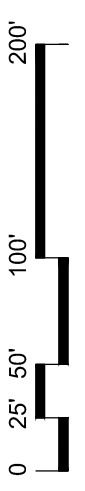
A Commissioner of the Supreme Court
of Nova Scotia

Schedule B: Site Plan



PROJECT DATA:
 LOT AREA: 9.7 ACRES
 BUILDINGS:
 34 TOWNHOUSE UNITS
 52 UNIT, 4 STOREY RESIDENTIAL BUILDING
 TOTAL PARKING:
 78 PARKING

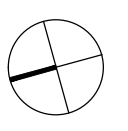
PID 00361287



WALKER SERVICE ROAD
 SACKVILLE, NS

SITE PLAN

Project No.: P2012.04
 Scale: 1"=90'-0"
 Date: 21 JAN 2016



WM FARES
 GROUP

SDP

PID 00361212
 CROWN LAND

LOT SIZE:
 29,077 SF

PID 40158305

PID 40160681

PID 40105181

PID 4011866

HRM ROW
 BRIAN DRIVE

WALKER SERVICE ROAD

SCOTT EDWARD DRIVE

OLD SACKVILLE ROAD

PARK AREA
 ± 17,963 SF

LANDSCAPING/
 FLOWER BED
 (TYP.)

MUR

BIKE PARKING

RAMP

PARKING: 26

TREE BUFFER

36'-0"
 NON-DISTURBANCE AREA

NON-DISTURBANCE AREA

CIVIC 34
 TO REMAIN

GARAGE

70'-0"

47'-7"

60'-0"

152'-11"

157'-3"

10'-0"

66'-0"

42'-6"

ROAD "A"

HRM WALKWAY

BIKE PARKING

RAMP

PARKING: 26

TREE BUFFER

36'-0"
 NON-DISTURBANCE AREA

TH1A TH1B TH1C TH1D TH1E

TH2A TH2B TH2C TH2D TH2E

TH3A TH3B TH3C TH3D TH3E

TH4A TH4B TH4C TH4D TH4E

TH5A TH5B TH5C TH5D TH5E

TH6A TH6B TH6C TH6D TH6E

TH7A TH7B TH7C TH7D TH7E

TH8A TH8B TH8C TH8D TH8E

TH9A TH9B TH9C TH9D TH9E

TH10A TH10B TH10C TH10D TH10E

TH11A TH11B TH11C TH11D TH11E

0 25' 50' 100' 200'

Project No.: P2012.04
 Scale: 1"=90'-0"
 Date: 21 JAN 2016

SITE PLAN

WALKER SERVICE ROAD
 SACKVILLE, NS

WM FARES
 GROUP

SDP

PID 00361212
 CROWN LAND

LOT SIZE:
 29,077 SF

PID 40158305

PID 40160681

PID 40105181

PID 4011866

HRM ROW
 BRIAN DRIVE

WALKER SERVICE ROAD

SCOTT EDWARD DRIVE

OLD SACKVILLE ROAD

PARK AREA
 ± 17,963 SF

LANDSCAPING/
 FLOWER BED
 (TYP.)

MUR

BIKE PARKING

RAMP

PARKING: 26

TREE BUFFER

36'-0"
 NON-DISTURBANCE AREA

NON-DISTURBANCE AREA

CIVIC 34
 TO REMAIN

GARAGE

70'-0"

47'-7"

60'-0"

152'-11"

157'-3"

10'-0"

66'-0"

42'-6"

ROAD "A"

HRM WALKWAY

BIKE PARKING

RAMP

PARKING: 26

TREE BUFFER

36'-0"
 NON-DISTURBANCE AREA

TH1A TH1B TH1C TH1D TH1E

TH2A TH2B TH2C TH2D TH2E

TH3A TH3B TH3C TH3D TH3E

TH4A TH4B TH4C TH4D TH4E

TH5A TH5B TH5C TH5D TH5E

TH6A TH6B TH6C TH6D TH6E

TH7A TH7B TH7C TH7D TH7E

TH8A TH8B TH8C TH8D TH8E

TH9A TH9B TH9C TH9D TH9E

TH10A TH10B TH10C TH10D TH10E

TH11A TH11B TH11C TH11D TH11E

0 25' 50' 100' 200'

Project No.: P2012.04
 Scale: 1"=90'-0"
 Date: 21 JAN 2016

SITE PLAN

WALKER SERVICE ROAD
 SACKVILLE, NS

WM FARES
 GROUP

SDP

PID 00361212
 CROWN LAND

Schedule C1: North Multiple Unit Dwelling Elevation Plan



WALKER SERVICE ROAD
SACKVILLE, NS

NORTH ELEVATION
MULTI UNIT RESIDENTIAL BUILDING

Project No.: 2012.04
Scale: 1" = 20'-0"
Date: 02 OCT. 2015



A1

Schedule C2: South Multiple Unit Dwelling Elevation Plan



WALKER SERVICE ROAD
SACKVILLE, NS

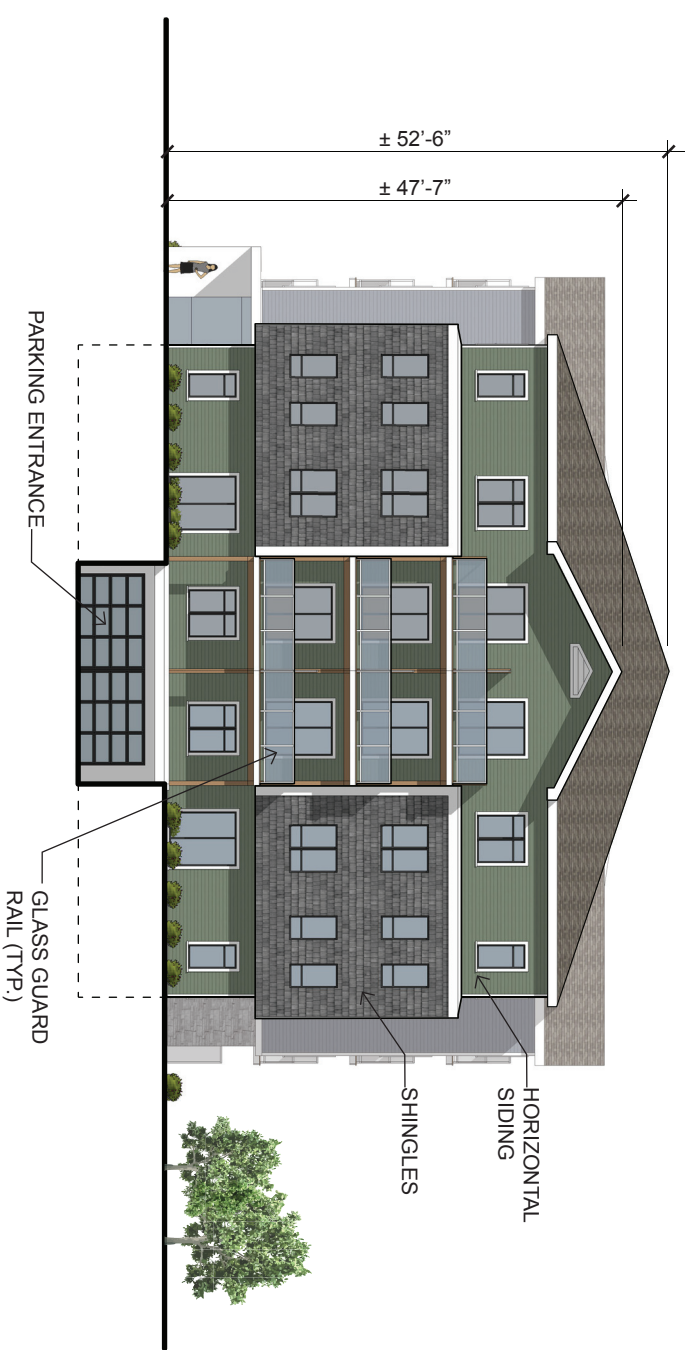
SOUTH ELEVATION
MULTI UNIT RESIDENTIAL BUILDING

Project No.: 2012.04
Scale: 1" = 20'-0"
Date: 02 OCT. 2015



A2

Schedule C3: East & West Multiple Unit Dwelling Elevation Plan



WALKER SERVICE ROAD
SACKVILLE, NS

EAST & WEST ELEVATION
MULTI UNIT RESIDENTIAL BUILDING

Project No.: 2012.04
Scale: 1" = 20'-0"
Date: 02 OCT. 2015

WM EXPRES
G R O U P

A3