



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

Item No. 13.1.3
Halifax and West Community Council
September 21, 2021

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: *Original Signed*

Kelly Denty, Executive Director of Planning and Development

DATE: August 10, 2021

SUBJECT: **Case 23697: Discharge an Existing Development Agreement for property at 4 Grosvenor Road, Halifax and 55 Kearney Lake Road, Halifax**

ORIGIN

Application by LSJ Holdings Limited.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), 2008, c. 39, Part VIII, Planning & Development.

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve, by resolution, the Discharge Agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
2. Require the Discharge Agreement be signed by the property owner within 240 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

LSJ Holdings Limited has applied to discharge an existing development agreement that would allow a new child care centre at 4 Grosvenor Road, Halifax and the expansion of an existing child care centre at 55 Kearney Lake Road, Halifax.

Subject Site	4 Grosvenor Road, Halifax 55 Kearney Lake Road, Halifax
Location	Southeast corner of Kearney Lake Road and Grosvenor Road
Regional Plan Designation	US (Urban Settlement)
Community Plan Designation (Map 1)	RES (Residential) Halifax Municipal Planning Strategy
Zoning (Map 2)	R-1 (Single Family Dwelling) Zone Halifax Mainland Land Use By-law
Size of Site	1431 sq. m (15,400 sq. ft.) 55 Kearney Lake Road 944 sq. m (10,160 sq. ft.) 4 Grosvenor Road
Street Frontage	74 m (243 ft) along Kearney Lake Road 50 m (164 ft) cumulative along Grosvenor Road
Current Land Use(s)	Child care centre with 38 children (55 Kearney Lake Road) and a single unit dwelling (4 Grosvenor Road)
Surrounding Use(s)	Child care centre at 56 Kearney Lake Road, single unit dwellings, medium density residential uses

Proposal Details

The applicant proposes to discharge a development agreement (Attachment B) that would permit the expansion of an existing non-conforming child care centre at 55 Kearney Lake Road from 38 to 40 children, and permit a new child care centre with up to 40 children at 4 Grosvenor Road. The applicant has decided not to expand the existing non-conforming child care centre at 55 Kearney Lake Road and not to establish a new child care centre at 4 Grosvenor Road.

The Halifax and West Community Council approved the existing development agreement under Case 21389 at its meeting on November 13, 2019.¹

Regulatory Context

The *Halifax Regional Municipality Charter* provides Council with a mechanism to discharge development agreements. Part VIII, Section 244 of the *Charter* empowers Council to discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner. The *Charter* does not require a public hearing for the discharge of an agreement or a portion thereof. A Community Council may discharge a development agreement by resolution.

If the existing development agreement is discharged, future development on the subject site would be controlled by the R-1 zone standards in the Land Use By-law for Halifax Mainland.

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 and signage posted on the subject site. Staff have not received any comments from the public relating to this application, and there is no requirement for a public hearing.

¹ A copy of this staff report is available at <https://www.halifax.ca/sites/default/files/documents/city-hall/community-councils/191113hwcc1013.pdf>.

DISCUSSION

The subject site is zoned R-1 (Single Family Dwelling) by the Land Use By-law for Halifax Mainland. A full list of the uses permitted in the R-1 Zone can be found in Attachment C. Any of the R-1 uses would be permitted by-right if the existing development agreement is discharged.

In addition to these permitted uses, the existing child care centre at 55 Kearney Lake Road is non-conforming, and would be permitted to continue operating as a child care centre with up to 38 children if the existing development agreement is discharged. Any future redevelopment of this site would similarly need to meet the use and form regulations held within the underlying R-1 zone of the Halifax Mainland Land Use By-law.

Conclusion

Staff have reviewed the proposal and advise that the request to discharge the existing development agreement is enabled by Section 244 of the *Halifax Regional Municipality Charter*. Staff recommend that Halifax and West Community Council approve the attached discharge agreement.

FINANCIAL IMPLICATIONS

There are no budget 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 proposed discharge agreement. The administration of the proposed discharge agreement can be carried out within the approved 2021-2022 budget and 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 discharge the development agreement contained within the Discussion section of this report, if applicable.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. Halifax and West Community Council may choose to refuse to discharge the existing development agreement, and therefore, development on the property would remain subject to the conditions of the agreement.

ATTACHMENTS

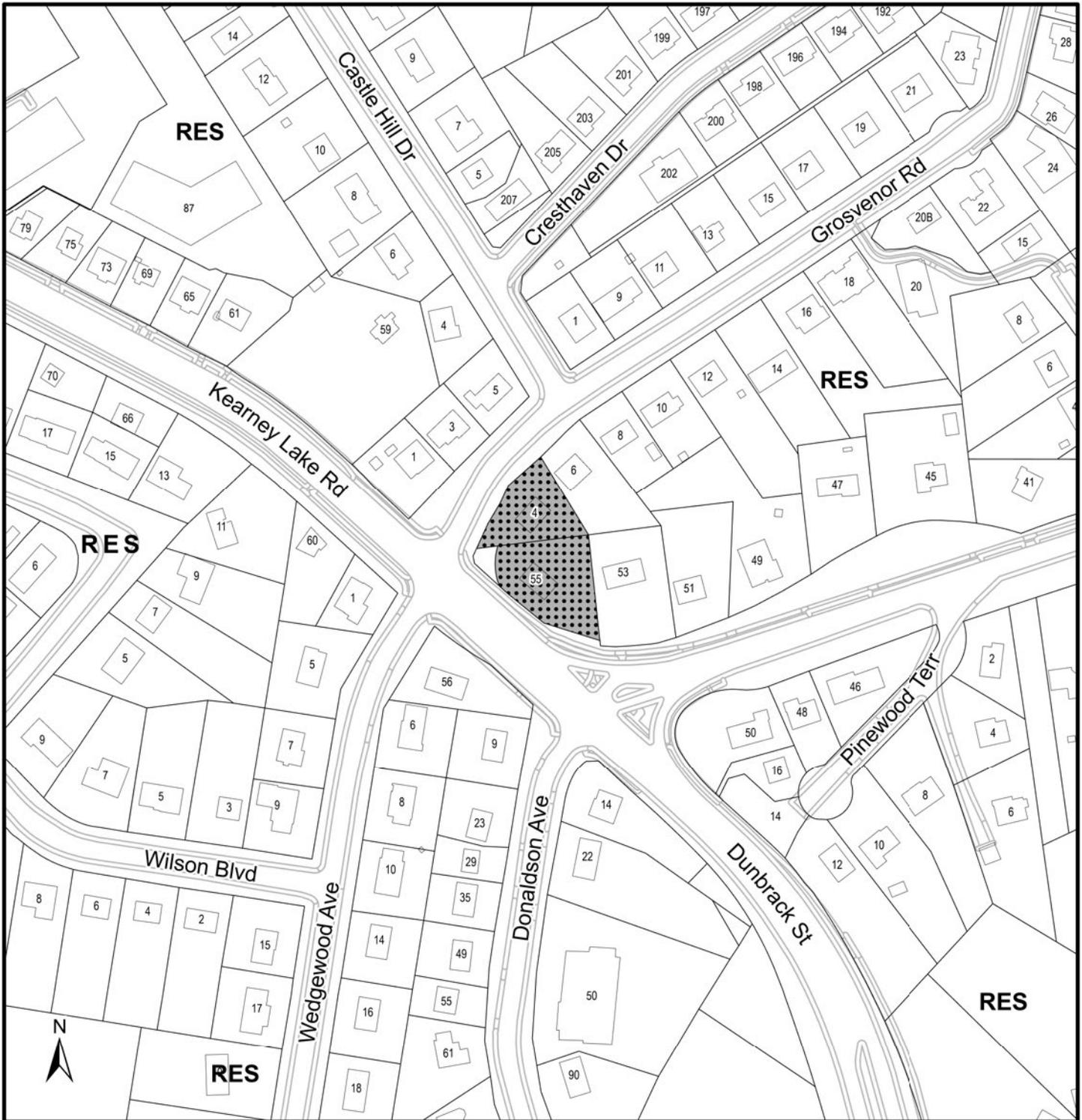
Map 1: Generalized Future Land Use
Map 2: Zoning

Attachment A: Proposed Discharge Agreement
Attachment B: Existing Development Agreement

Attachment C: Halifax Mainland Land Use By-law - Permitted Land Uses in the R-1 Zone

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Jamy-Ellen Klenavic, Planner 2, 902.476.8361



Map 1 - Generalized Future Land Use
 4 Grosvenor Road and 55 Kearney Lake Road,
 Halifax

HALIFAX

 Subject Properties

Designation

RES Residential



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Halifax Mainland
 Land Use By-Law Area



Map 2 - Zoning and Notification Area
 4 Grosvenor Road & 55 Kearney Lake Road,
 Halifax

HALIFAX

-  Subject Property
-  Area of Notification

- Zone**
- R-1 Single Family Dwelling
 - R-2 Two Family Dwelling
 - R-4 Multiple Dwelling
 - P Park and Institutional



This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Halifax Mainland
 Land Use By-Law Area

ATTACHMENT A: Proposed Discharging Agreement

THIS DISCHARGING AGREEMENT made this day of , 202_,

BETWEEN:

[PROPERTY OWNER]

a body corporate, registered 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 55 Kearney Lake Road, Halifax, and 4 Grosvenor Road, Halifax, and which said Lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Halifax and West Community Council approved an application on November 13, 2019 to enter into a development agreement to allow a new child care centre at 4 Grosvenor Road, Halifax, and the expansion of an existing child care centre at 55 Kearney Lake Road, Halifax, pursuant to Implementation Policies 3.20 and 3.20.1 of the Halifax Municipal Planning Strategy and Section 71(8) of the Land Use By-law for Halifax Mainland, and referenced as Municipal Case 21389, and which said development agreement was registered at the Land Registration Office for Halifax on October 2, 2020, as Document Number 117141144 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested that the Existing Agreement be discharged from the Lands;

AND WHEREAS Section 244(2) of the *Halifax Regional Municipality Charter* states that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owners;

AND WHEREAS the Halifax and West Community Council of the Municipality approved this request by resolution at a meeting held on **[Insert – date]**, referenced as Municipal Case 23697;

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

-
1. The Existing Agreement is hereby discharged as it applies to the Lands and shall no longer have any force or effect.
 2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Land Use By-law for Halifax Mainland, as amended from time to time.

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:

[DEVELOPER]

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 Iain MacLean, 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

Form 24*Purpose: to change the registered interest, benefits or burdens***(Instrument code: 450)***(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).***(Instrument code: 451)***(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)*

Registration district: Halifax

Submitter's user number: 3820

Submitter's name: Thomas O. Boyne, Q.C.

In the matter of Parcel Identification Number (PID)

PID	00303248
PID	00307546

*(Expand box for additional PIDs, maximum 9 PIDs per form)***For Office Use**

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

117141144
Document #

OCT 02 2020
MM DD YYYY

LR ROD
11:10
TIME

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

- Form 24(s)
- Form 8A(s)

Additional information *(check appropriate boxes, if applicable)*:

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.
- This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

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

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

OR

x No power of attorney applies to this document

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

The registered interests and related information are to be changed as follows:

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable	
Mailing address of interest holder to be added (if applicable)	
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	
Reference to related instrument in parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) Instrument code: 443	

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

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

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

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs):	
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	

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

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

Instrument type	Agreement re: Use of Land
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality, Party to Agreement – BURDEN
Mailing address of interest holder to be added (if applicable)	PO Box 1749, Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	N/A
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The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	
Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	

The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

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 Dartmouth, in the County of Halifax, Province of Nova Scotia, on the 4 day of August, 2020.

Original Signed

Signature of Authorized lawyer

Name: Thomas O. Boyne, Q.C.

Address: BOYNECLARKE LLP
P.O. Box 876 Dartmouth Main
Halifax Regional Municipality
NS B2Y 3Z5

Phone: [REDACTED]

E-mail: [REDACTED]

Fax: [REDACTED]

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

May 4, 2009

THIS AGREEMENT made this 4th day of September, 2020

BETWEEN:

LSJ HOLDINGS LTD

a corporation 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")

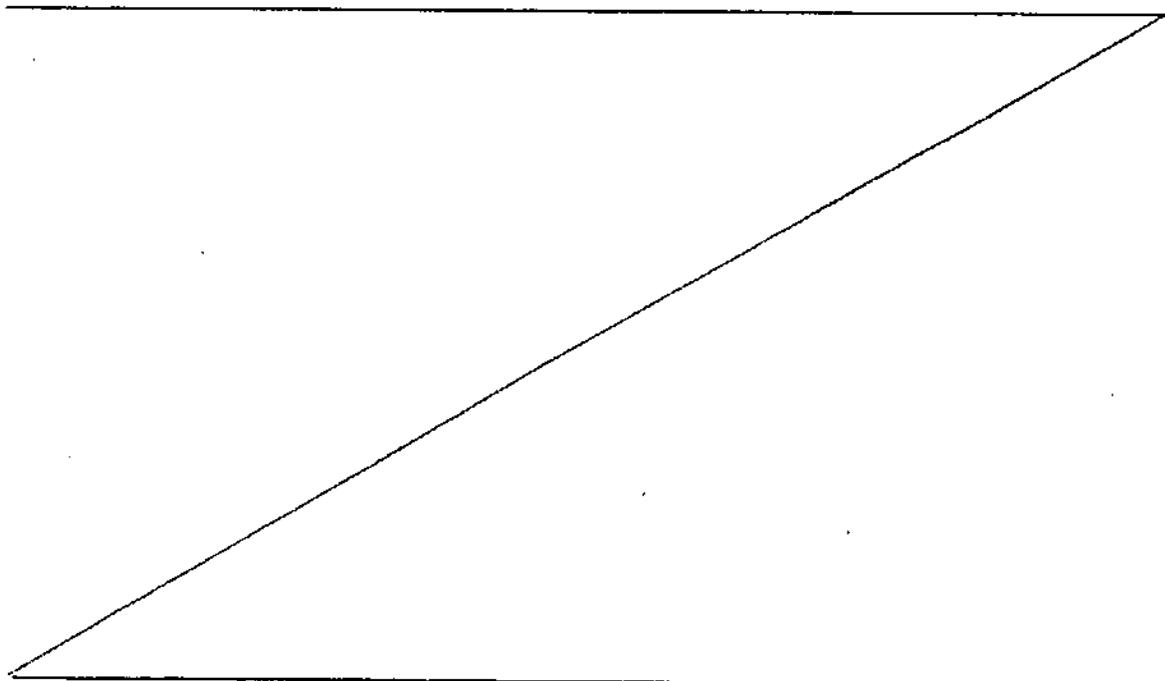
OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain Lands located at 55 Kearney Lake Road and 4 Grosvenor Road, Halifax, 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 a child care centre on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Implementation Policies 3.20 and 3.20.1 of the Halifax Municipal Planning Strategy and Section 71(8) of the Land Use By-law for Halifax Mainland;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on November 13, 2019, referenced as Municipal Case Number 21389;

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

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

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

- 1.2.1 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 Halifax Mainland and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variances to the requirements of the Land Use By-law for Halifax Mainland shall be permitted in accordance with the *Halifax Regional Municipality Charter*.

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

- 1.5.1 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

- 1.6.1 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.

1.7 Lands

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

2.1.1 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

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

- (a) "Child care centre" shall have the same definition as in the Land Use By-law for Halifax Mainland (Edition 199) under "Day Care Facility".
- (b) "Existing Building" means buildings in existence as of the effective date of this Agreement.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 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 with the Halifax Regional Municipality as Case Number 21389:

- Schedule A Legal Description of the Lands
- Schedule B Site 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:

- (a) A detailed Erosion and Sedimentation Control Plan in accordance with Section 5.2.1 of this Agreement;
- (b) A detailed Site Grading and Stormwater Management Plan in accordance with Section 5.2.1 of this Agreement; and
- (c) A detailed Site Disturbance Plan in accordance with Section 5.2.1 of this Agreement.

3.2.2 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 child care centre at 55 Kearney Lake Road for not more than 40 children occupying the existing building;
- (b) a child care centre at 4 Grosvenor Road for not more than 40 children occupying the existing building; and
- (c) any use within the R-1 (Single Family Dwelling) zone, subject to the provisions contained within the Land Use By-law for Halifax Mainland.

3.3.2 The Development Officer may permit unenclosed structures attached to the main buildings 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 Land Use By-law for Halifax Mainland, as amended from time to time.

3.3.3 One (1) accessory building in accordance with the requirements of the Land Use By-law for Halifax Mainland, as amended from time to time, is permitted on each property on the Lands.

3.3.4 Should a main building be destroyed or demolished, wholly or in part, the following shall apply:

- (a) reconstruction as a detached one-family dwelling within the R-1 Zone is permitted on each lot subject to the provisions contained within the Land Use By-law for Halifax Mainland;
- (b) use as a child care centre (day care facility) may continue subject to 3.3.1(a) or (b) in accordance with this Agreement; or
- (c) upon granting of an occupancy permit, the new main building shall be deemed the existing building.

3.3.5 The Lands may not be consolidated.

3.4 Architectural

3.4.1 Alterations to the exterior of the buildings shall be subject to the R-1 (Single Family Dwelling) Zone standards contained within the Land Use By-law for Halifax Mainland and shall not be such that the buildings no longer appear to be residential in nature, in the opinion of the Development Officer.

3.4.2 Nothing in this Agreement shall prevent facilities for physically challenged children or playground equipment from being erected on the property.

3.5 Outdoor Play Area

3.5.1 The outdoor play area(s) shall be located as generally identified on Schedule B, and playground equipment shall be permitted on the Lands.

3.5.2 The outdoor play area(s) shall be screened or fenced in a manner to ensure the safety and security of the children under care.

3.5.3 The outdoor play area(s) may be expanded or relocated so long as they are wholly on the Lands at no more than 70% of lot coverage excluding the main building floorplate and parking.

3.5.4 The outdoor play area(s) shall not occupy a designated parking space.

3.6 Hours of Operation

3.6.1 The child care centre may operate Monday to Friday between the hours of 7:00 a.m. to 6:30 p.m.

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

3.7 Parking, Circulation and Access

3.7.1 The parking area shall be hard surfaced and generally sited as shown on Schedule B.

3.7.2 The parking area shall provide a minimum of 9 parking spaces each of a size compliant with the Halifax Mainland Land Use By-law, as amended from time to time.

3.7.3 Traffic within the parking area shall be one-way with the entrance on 55 Kearney Lake Road and the exit on 4 Grosvenor Road.

3.7.4 Signage prohibiting vehicular exits from 55 Kearney Lake Road shall be erected.

3.7.5 Pedestrian walkways shall connect the parking stalls to the main buildings as generally shown on Schedule B.

- 3.7.6 Except as otherwise permitted by this Agreement, pedestrian pathways or gates to an abutting property shall not be permitted.
- 3.7.7 Bicycle parking shall be required in accordance with the requirements for recreation facilities, community centres and libraries by the Land Use By-law for Mainland Halifax, as amended from time to time.
- 3.8 Outdoor Lighting**
- 3.8.1 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.
- 3.9 Maintenance**
- 3.9.1 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, snow and ice control, and salting of walkways and driveways.
- 3.9.2 All disturbed areas of the Lands shall be reinstated to original condition or better.
- 3.10 Signs**
- 3.10.1 The sign requirements shall be in accordance with the R-1 (Single Family Dwelling) Zone of the Land Use By-law for Halifax Mainland, as amended from time to time.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 Solid Waste Facilities

- 4.3.1 Each main building on the Lands shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.3.2 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 all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing, masonry walls, or landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 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.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

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

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

5.3 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following item is considered by both parties to be not substantive and may be amended by resolution of Council:

- (a) The granting of an extension to the date for Commencement of Development as identified in Section 7.3.1 of this Agreement.

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

- 7.1.1 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 2 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 for Halifax Mainland.
- 7.3.2 For the purpose of this section, commencement of development shall mean an application for a Development 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 6.1.1 if the Municipality receives a written request from the Developer.

7.4 Completion of Development

- 7.4.1 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 Halifax Municipal Planning Strategy and Land Use By-law for Halifax Mainland as may be amended from time to time.
- 7.4.2 For the purpose of this section, completion of development shall mean successful issuance of an Occupancy Permit

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development, or phases of this development, after 2 years from the date of registration of this Agreement at the 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;
 - (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 Halifax Municipal Planning Strategy and Land Use By-law for Halifax Mainland, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

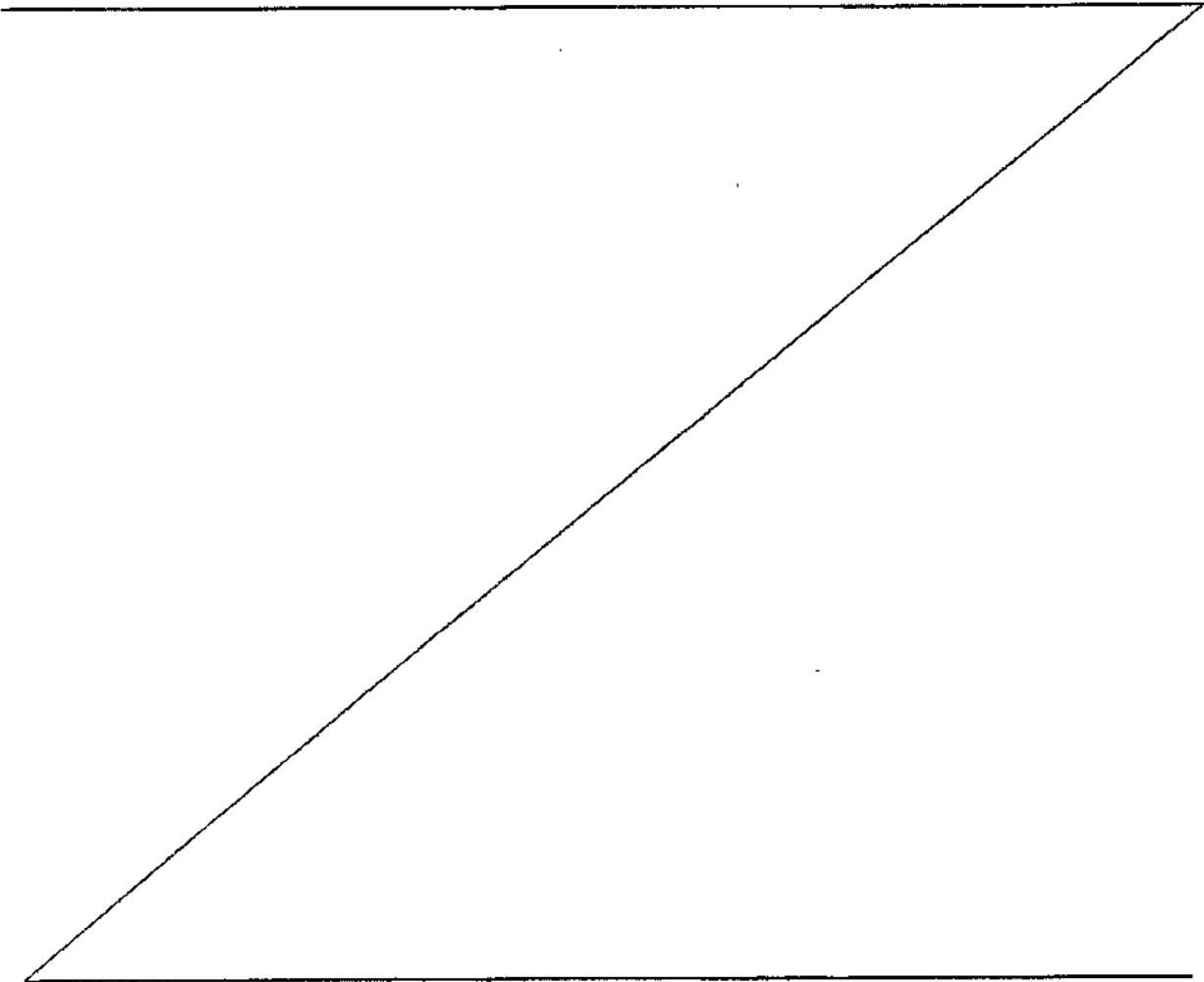
- 8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality

to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 90 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.



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

SIGNED, SEALED AND DELIVERED in the presence of:

Original Signed

Witness

=====

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

Witness

Witness

LSJ HOLDINGS LTD

Original Signed

Per:

Print Name: Samil Hage

Print Position: President

=====

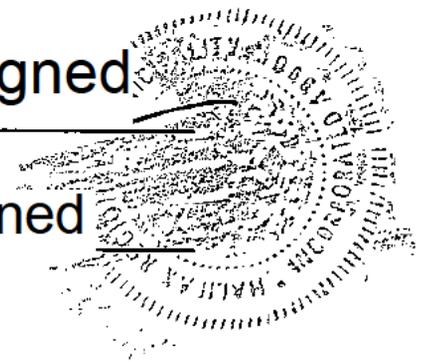
HALIFAX REGIONAL MUNICIPALITY

Original Signed

Mayor

Original Signed

A/ Municipal Clerk



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 13th day of August, A.D., 2020, before me, the subscriber personally came and appeared T. O. FOSHE a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that LSJ HOLDINGS LTD., one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

PETER D. STANHOPE
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 4 day of September, A.D., 2020, before me, the subscriber personally came and appeared Kelly MacNamara of Lesher the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence. Their

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

KRISTA VINING
A Commissioner of the
Supreme Court of Nova Scotia

SCHEDULE A

PARCEL DESCRIPTION REPORT

2020-09-01 13:54:08

PID: 303248
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2020-07-29 14:46:51

ALL that certain lot, piece or parcel of land, lying and being on the northern and eastern side of the Kearney Lake Road, in the Grosvenor Park Subdivision, in the District of Rockingham, County of Halifax, Province of Nova Scotia, bounded and described as follows:

BEGINNING at a point on the North bound of the Kearney Lake Road at the south west angle of the lands of J. Paten, the same also being distant in a southeastwardly direction 285.3 feet from the intersection that the South bound of the Grosvenor Road makes with the East bound of the Kearney Lake Road, as shown on a plan entitled, New Subdivision of G. Donald Hogan, Esq., on the Kearney Lake Road, known as Grosvenor Park dated October 15, 1955 and signed by W.J. Morrissey, P.L.S.;

THENCE North 17.00 degrees East along the lands of J. Paten, a distance of 153.75 feet to the general rear boundary of Lots Nos. 1 and 2;

THENCE North 74.00 degrees West along the general rear boundary line of Lots Nos. 1 and 2 a distance of 128.67 feet to the East bound of the Kearney Lake Road;

THENCE southwardly and eastwardly along the bound of the Kearney Lake Road a distance of 220.0 feet more or less or to the southwest angle of J. Paten lands and the place of beginning;

CONTAINING 15,400 square feet, more or less or 0.35 acres.

Magnetic bearings for 1955.

SAVING and excepting all those lands taken or to be taken by the City of Halifax or the Public Service Commission for the construction of Kearney Lake Road and the development of the Pockwock Water Supply System and more particularly shown on Plan No. TT-19-21031 of the City of Halifax, Engineering and Works Department and Plan No. LA PW 425 Public Service Commission, dated May 20, A.D., 1975 as Parcels 372 and 394.

SAVING and excepting all those lands known as Parcel C as shown on a Plan of Survey recorded at the Halifax Land Registration office as Document Number 116489320.

Subject to Restrictive Covenants at Book 1565 page 312.

*** Municipal Government Act, Part IX Compliance ***

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(e) resulting from an acquisition of land by a municipality for municipal purposes.

External Comments:

Description Change Details:

PARCEL DESCRIPTION REPORT

2020-09-01 13:54:08

Reason:

**Author of New or
Changed Description:**

Name:

Registered Instruments:

Comments:

PARCEL DESCRIPTION REPORT

2020-09-01 13:52:06

PID: 307546
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2020-08-25 09:41:34

Municipality/County: Halifax

Designation of Parcel on Plan: Lot 4A

Title of Plan: Plan of Survey of Parcels A & B portions of Grosvenor Road to be closed and Parcels C portion of Lands conveyed to LSJ Holding Limited Parcel A to be consolidated with Lot 4 Lands conveyed to LSJ Holding Limited to create Lot 4A Grosvenor Road & Kearney Lake Road, Halifax, Halifax County, Nova Scotia

Registration District: Halifax

Registration Reference of Plan: 116489320

SUBJECT TO RESTRICTIVE COVENANTS, as described in book 3675, page 22.

*** Municipal Government Act, Part IX Compliance ***

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(f) resulting from the disposal, by a municipality or Her Majesty the Queen in right of the Province, of a street or part of a street or a former street or part of a former street, including the consolidation of a street or part of a street or a former street or part of a former street with adjacent land.

External Comments:

Description Change Details:

Reason:

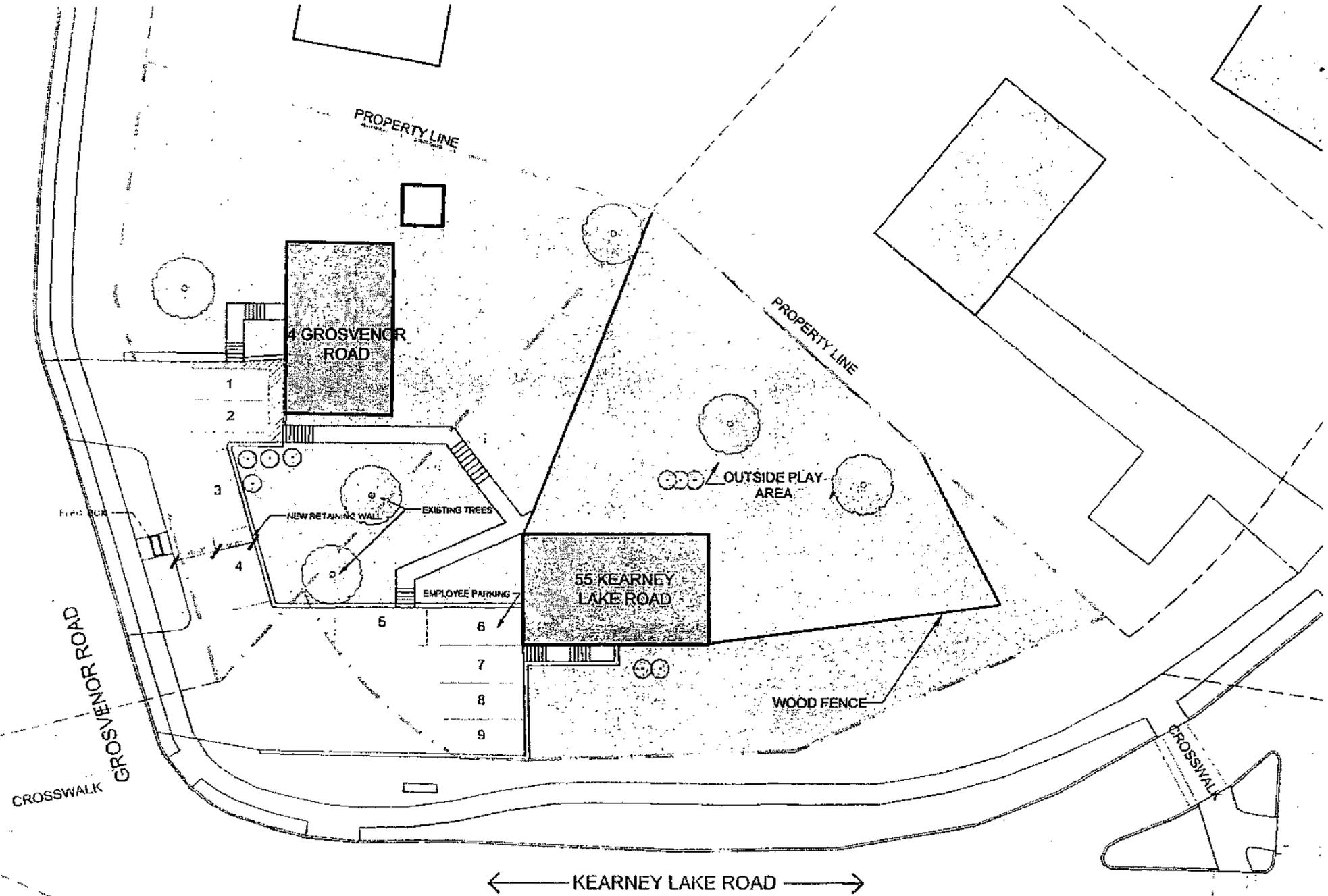
Author of New or

Changed Description:

Name:

Registered Instruments:

Comments:



55 KEARNY LAKE ROAD + 4 GROSVENOR ROAD
 HALIFAX NS

SCHEDULE B
SITE PLAN

Project No.: 2018.01
 Scale: 1" = 30'-0"
 Date: 12 Aug 2019



WM FARES
 CONSULTANTS

A01

Attachment C: Halifax Mainland Land Use By-law - Permitted Land Uses in the R-1 Zone

Halifax Mainland Land Use By-law:

The subject site is zoned R-1 (Single Family Dwelling) by the Halifax Mainland Land Used By-law. The Halifax Mainland LUB permits the following uses by-right in the R-1 Zone:

- Detached one-family dwelling
- Office of a professional person located in the dwelling house used by such professional person as his private residence
- Home occupation
- Public park or playground
- Church and church hall
- Golf course
- Tennis court
- Yacht or boat club
- Public recreational centre
- Day care facility for not more than 8 children in conjunction with a dwelling
- Special care home
- Accessory uses