

HALIFAX

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

Item No. 15.1.5
Halifax Regional Council
April 5, 2022

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY:

Original Signed by 

Jacques Dubé, Chief Administrative Officer

DATE: February 16, 2022

SUBJECT: **Permanent Encroachment of a Ground Sign at 750 Pleasant Street,
Dartmouth**

ORIGIN

Application GP-2021-05263 by Snowcreek Building Design Solutions Inc. for a permanent encroachment of a Ground Sign constructed in the HRM right-of-way.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, Subsections:

324 (1) "Where any part of a street, other than the travelled way, has been built upon and it is determined that the encroachment was made in error, the Engineer may permit, in accordance with any by-law made pursuant to subsection (2), the encroachment to continue until such time as the building or structure encroaching upon the street is taken down or destroyed.

(2) "The Council may, by by-law, regulate encroachments upon, under or over streets, including stipulating the period of time an encroachment may remain and the entering into of agreements, including terms and conditions, for particular encroachments. 2008, c. 39, s. 324."

Encroachment By-Law E-200, Subsection:

Section 3. No person shall construct or maintain any encroachment or make use of a street for construction or restoration purposes in the Municipality unless an encroachment license has been issued by the Municipality.

4B An encroachment license shall not be issued unless the encroachment is authorized by Council except for the following encroachments, which may be authorized by the Engineer,... Note: The balance of this section sets forth encroachments which may be approved by the Engineer.

Streets By-Law S-300

RECOMMENDATION ON PAGE 2

Section 23. (1) No person shall:

- (a) make any excavation in a street;
- (b) install or repair any facility on a street
- (c) make use of the street, or any portion thereof, for any activity other than as a right of way or a use already regulated under this or any other by-law of the Halifax Regional Municipality,

without first obtaining a Street and Services Permit from the Engineer.

Administrative Order Number 15 Respecting License, Permit and Processing Fees:

Schedule A, S.6C. The table set forth in this section states that, in accordance with section 5.2(2) of the Encroachment Bylaw an encroachment of over 2.5 square metres shall be subject to a one-time fee of \$125.00.”

Schedule A, S.6C. The table set forth in this section states that, in accordance with section 6(c) of the Encroachment Bylaw, an encroachment that is other than those described in paragraph 4(a)(iv) of Bylaw E-200 shall be subject to an annual rental fee in the amount of \$1.00 per 0.1 square metres of such encroachment, with a minimum fee of \$10.00.”

RECOMMENDATION

It is recommended that Halifax Regional Council approve a 3.1 m² Encroachment License Application for a ground sign to be constructed within the HRM right-of-way at 750 Pleasant Street, Dartmouth.

BACKGROUND

Snowcreek Building Design Solutions Inc. on behalf of GLC Canada Oceanside located at 750 Pleasant Street has requested permission to construct a ground sign within the public street right-of-way. Since the proposed ground sign will be located within the right-of-way, a typical permit for a ground sign cannot be issued by staff. Permits for ground signs are only issued on private properties in accordance with the Land Use By-law.

Under the *Encroachment By-law E-200*, the Engineer may authorize encroachment licenses for:

- canopies and awnings;
- built elements at that are encroaching no further towards the curb than other existing building elements;
- pole mounted infrastructure;
- installation of building equipment such as HVAC and exhaust fans;
- underground conduit;
- public facilities;
- barrier free accesses;
- infrastructure that facilitates construction of a building; and
- decorative building features required by a by-law.

All other encroachments in the HRM right-of-way may be granted or refused on a case-by-case basis at the full discretion of Regional Council.

In accordance with *By-law E-200*, ground signs located within the HRM street right-of-way require Regional Council approval, and if approved, are also subject to a one-time fee and an annual fee as outlined in Administrative Order 15.

DISCUSSION

Encroachment License applications are reviewed by staff to determine whether they contribute to or hinder current and future use of the right-of-way for its typical purpose of establishing and maintaining infrastructure for use by the public.

750 Pleasant Street is located on an industrially zoned property and is an existing commercial business which is not open to the public. The proposed sign size is similar in size with others along Pleasant Street and meets Land Use By-law requirements. The location of the proposed sign is 8.0m from the curb face of Pleasant Street and does not obstruct drivers' visibility leaving or entering the property.

The building requires clear wayfinding for commercial and emergency response vehicles from Pleasant Street. The sign, if located on the owner's property would not be clearly visible from the street in either direction.

There are no public safety concerns associated with the location of the proposed sign. The sign contains static information with no flashing or moving images; posing no distraction to traffic.

Information provided by the applicant in support of this request including a site plan, rendering and request letter are contained within Attachments A, B and C, respectively.

During the review process, it was identified that a retaining wall has been constructed along the driveway for 750 Pleasant St. This retaining wall is encroaching onto HRM property and will require an encroachment license. The required retaining wall license will be addressed under a separate encroachment agreement. For clarity, this Council Report is solely for the ground sign.

Encroachment Agreement

If Regional Council approves the encroachment, the Municipality's standard Encroachment Agreement (Attachment D) would be used to govern the encroachment. Conditions that staff would seek to have included in the Encroachment Agreement include:

- a) construction and maintenance of the encroachment must comply with the Streets By-law, S-300;
- b) the Encroachment is required to meet current HRM Municipal Design Specifications;
- c) the Applicant would be responsible for ownership and maintenance of the approved encroachment;
- d) if requested by HRM, the encroachment would be removed or relocated by the property owner(s) and the area within the rights-of-way reinstated at their expense; and
- e) record as-built drawings of the location of the ground sign within the right-of-way and related information must be provided to HRM.

Right-of-Way Permit

In accordance with the Streets By-Law, the installation of the sign would require a Right-of-Way Permit issued by the Engineer. The Encroachment Agreement would be effective when a Right-of-Way Permit is issued.

License Fee

Administrative Order 15 states that all permanent encroachments within the HRM street right-of-way shall be subject to a one-time fee of \$125.00 for encroachments over 2.5 square meters in area.

Annual Fee

Once an Encroachment Agreement is executed, the property owner would be subject to an annual fee for the encroachment as outlined in Administrative Order 15.

Administrative Order 15 states that all permanent encroachments within the HRM street right-of-way shall be subject to an annual rental fee of \$1.00 per 0.1 square metres (\$10 per square metres) of such encroachment, with a minimum fee of \$10.00. The encroachment area of the Ground Sign that will lie within

the HRM Right of Way on Pleasant Street would be 3.1 square meters. Therefore, the encroachment would be subject to an encroachment fee of \$31.00 per year.

In consideration of the above, staff recommend approval of the encroachment request.

FINANCIAL IMPLICATIONS

If Regional Council chooses to approve the encroachment, the annual revenue will be \$31.00 per year in addition to revenue collected from the one-time license fee of \$125.00. Cost Centre R112-4912, Right-of-Way Approval – Signs and Encroachments would be used to record this new annual revenue.

RISK CONSIDERATION

No risk considerations were identified.

COMMUNITY ENGAGEMENT

Community Engagement, as described by the Community Engagement Strategy, is not applicable to this process.

ENVIRONMENTAL IMPLICATIONS

No environmental implications were identified.

ALTERNATIVES

Halifax Regional Council may choose to decline the permanent encroachment application.

ATTACHMENTS

Attachment A – Site Plan of Ground Sign Location
Attachment B – Proposed Encroachment Renderings
Attachment C – Encroachment Request Letter from Applicant
Attachment D - Draft Encroachment Licence

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: Paolo Mont, EIT., Program Engineer, Development Engineering 902.219.0171

MUNICIPAL GROUP OF COMPANIES
 927 Rocky Lake Drive,
 Bedford, N.S. B4A 3Z2
 Ph: 1.902.835.3381

PRIME CONSULTANT
SNOWCREEK
 Building Design Solutions Inc.
 52 Hornes Road
 Eastern Passage, N.S. B3G 1A4
 Ph: 1.902.233.7237
 email: snowcreek@eastlink.ca

STRUCTURAL CONSULTANT
BMR
 Structural Engineering
 5413 Doyle Street
 Halifax, Nova Scotia B3J 1H9
 ph. (902) 429-3321
 fax (902) 422-8650

SIGN CONSULTANT

 DESIGN & PRINT SOLUTIONS



SITE PHOTOSHOP MOCK-UP



48"H x 96"W x 12"D EX7 D/S Aluminum Sign Box
 - 3/16" sign white acrylic face w/ applied vinyl logos
 - 2" face frame
 - frame/posts painted black
 - 8"W x 8"D x 180"H Posts
 - 96" x 10" x 6mil Sign added to bottom

QUANTITY: 1

REVISIONS		
NO.	DESCRIPTION	BY DATE
3	ISSUED FOR CONSTRUCTION	8 SEPT/20
2	ISSUED FOR PERMIT	29 AUG/20
1	ISSUED FOR REVIEW	28 AUG/20

CLIENT
GLC CANADA
OCEANSIDE TERMINAL

ADDRESS
PLEASANT STREET
DARTMOUTH, N.S.

PROJECT
ROADSIDE
FACILITY SIGN

TITLE
SIGN
DETAILS

STAMP	DESIGNER: BFS
	DRAWN BY: BFS
	CHECKED BY: G.O'K
	DATE: AUG/2020
	SCALE: AS SHOWN
	REV. 

PROJECT No **S4**



52 Homes Road
Eastern Passage, NS
B3G 1A4

Phone: (902) 233.7237
Email: snowcreek@eastlink.ca

Project: 750 Pleasant Street - Permanent Encroachment - Ground Sign

Re: Requirement Approval Letter for HRM & Council

Date: 24 August 2021

Attention: Lisa Smith,
Eng.Tech.
Development Engineering Infrastructure Planning
Planning & Development

Lisa,

We are applying for an encroachment permit to allow our client to locate a permanent road side sign at the above noted address. We understand that HRM council will need to review our application for final approval.

As part of the application process, we are including some additional background to go with our design drawings that would help explain our rationale.

Please find our report, if you require more information, please let us know

Regards,

Brian Sutherland

Snowcreek
Building Design Solutions Inc



GLC Canada Oceanside Terminal

750 Pleasant Street Permanent Encroachment Ground Sign



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Introduction

The Municipal Group of companies has requested Snowcreek Building Design Solutions Inc and RepraCorp to design and install a roadside sign for the newly constructed GLC Canada Oceanside Terminal Plant.

The purpose of this report is to request final approval from HRM Council due to the sign location. We have coordinated with all the other required departments at HRM and now Lisa Smith, Eng.Tech. Development Engineering Infrastructure Planning at HRM Planning & Development will be compiling the documents to be forwarded onto HRM Council.

The final sign design being submitted for approval has been modified with all HRM departments to suit their requirements for size and setbacks.

1. Encroachment Address:

- 750 Pleasant Street, Eastern Passage, Nova Scotia

2. Type of Encroachment:

- Permanent

3. Sign Footprint and Size:

- Concrete base - 10' x 1' wide. Exposed approx. 6" above the finished ground
- Sign Height – 15' high
- All areas around the sign will have new sod and will be maintained by the landscape company

4. Safety Concerns:

- The location of the sign will not present any public safety concerns or impact traffic Obstructions to the public
- The sign location will be 8.0m from the curb face as requested by HRM Planning, see also enclosed mock-up pictures

5. Rationale for HRM Approval:

- The location of the sign will allow 911 emergency response vehicles to clearly see where the driveway and building are, because of how the Right-of-way (ROW) swings up at that location, the building properly line is at the new fence, see enclosed pictures and site drawings. The sign, if located on the owner's property would not be clearly visible from main highway in either direction.
- The building is only partially visible from one direction, which is leaving Eastern Passage.
- The proposed sign is similar in size with others along Pleasant Street, see enclosed pictures.
- The area is classified as industrial and the sign meets all the requirements for the area.
- The sign would be located in HRM ROW and we understand that all associated fees based on the sign size will become part of the yearly property taxes for the building.

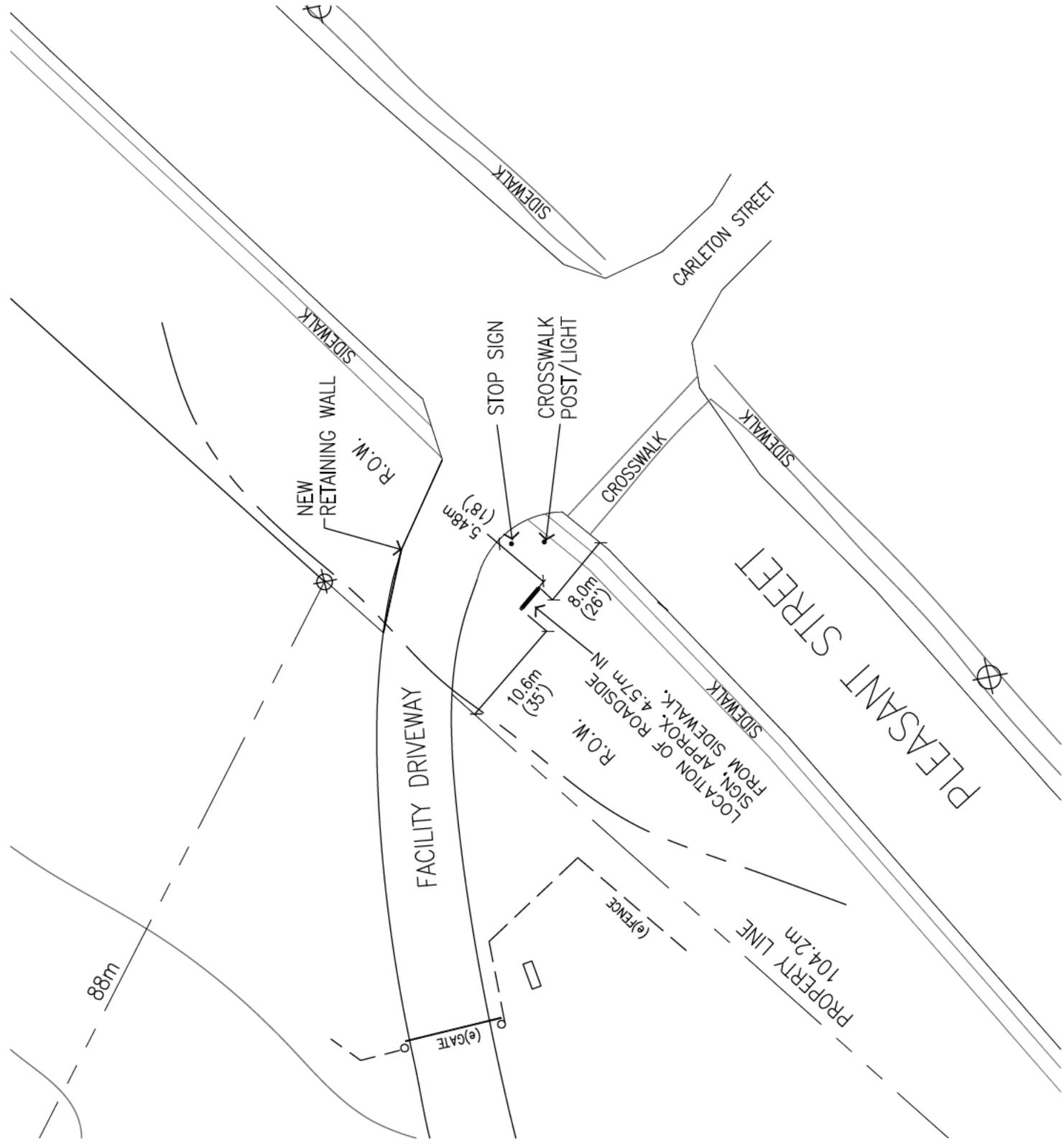
- We also understand that there is future Active Transportation infrastructure proposed by HRM and the installation of our sign maybe at risk, we understand that relocation of the sign and all associated cost will be the responsibility of the owner and would be completed when notified by HRM.
- We have provided all necessary insurance requirements naming HRM as additionally insured and a \$2,000,000 min liability. A copy of our Certificate of Insurance has been forwarded to Lisa Smith

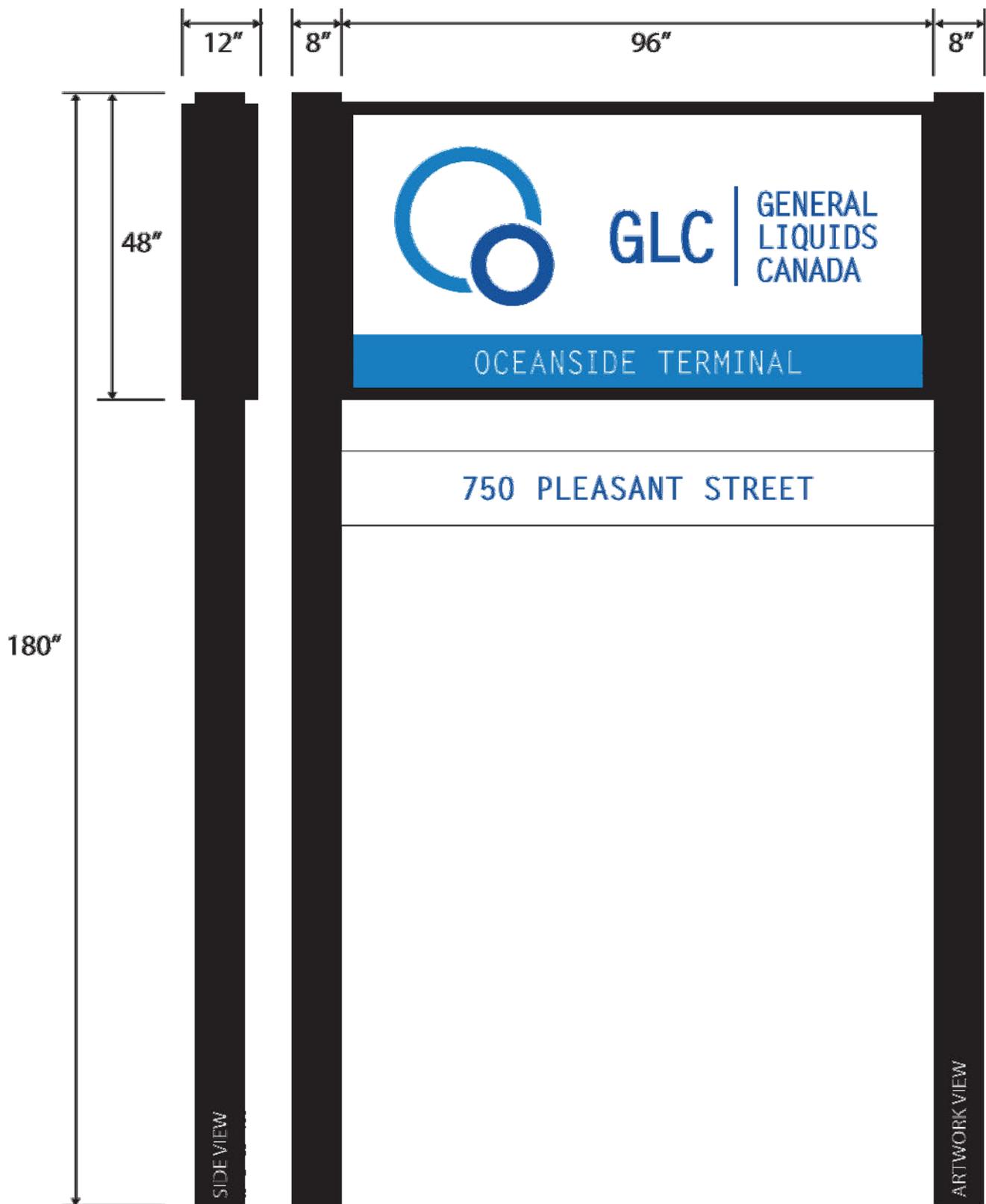
6. Conclusions:

The proposed sign size is within the current standards for the area, and the location set at 8.0m in from the curb face is further than most of the other signs on Pleasant Street.

Most importantly, is the visibility aspect for emergency vehicles. The building is not open to the public and so having a clear wayfinding for the site serving vehicles that will be travelling there is a primary concern of the owners.

We have provided HRM with all the necessary designs and paperwork and now the final approval of our proposal is with HRM Council to accept or reject the file.



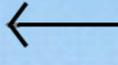


repracorp sign design

48"H x 96"W x 12"D EX7 D/S Aluminum Sign Box

- 3/16" sign white acrylic face w/ applied vinyl logos
- 2" face frame
- frame/posts painted black
- 8"W x 8"D x 180"H Posts
- 96" x 10" x 6mil Sign added to bottom

SIGN LOCATED 8.0m
FROM CURB FACE,
COORDINATE ON SITE



IRVING Service Station Sign



Multiple Shops Sign in area



New Shell Service Station Sign in area



IRVING Service Station



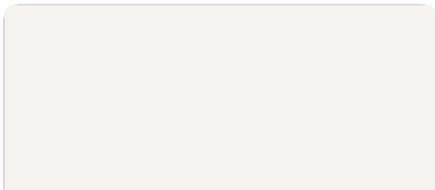


Image capture: Jul 2019 © 2021 Google

Dartmouth, Nova Scotia



Street View



575 Pleasant St



Google

Image capture Jul 2019 © 2021 Google

Dartmouth, Nova Scotia



Street View

Imperial Oil Road Side Sign

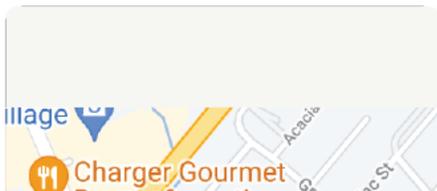




Image capture Jul 2019 © 2021 Google

Eastern Passage, Nova Scotia



Street View



VALERO Terminal Sign



Image capture Jul 2018 © 2021 Google

Shearwater, Nova Scotia



Local Tim Hortons Sign

Street View

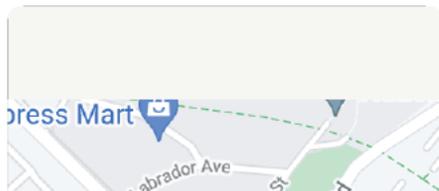


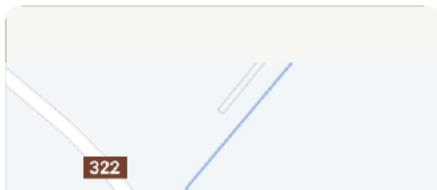


Image capture Jul 2019 © 2021 Google

Shearwater, Nova Scotia



Street View



Typical billboard on Pleasant Street

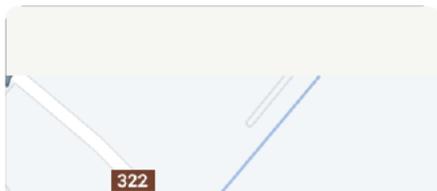


Image capture Jul 2012 © 2021 Google

Shearwater, Nova Scotia



Street View



This **Encroachment License Agreement** made this ____ day of _____, 20__.

BETWEEN:

HALIFAX REGIONAL MUNICIPALITY, a body corporate
(“HRM”)

and

3242111 NOVA SCOTIA LIMITED, a body corporate.
(the “Licensee”)

Recitals

- A. **Whereas** the Licensee owns property at *750 Pleasant Street, Dartmouth* and wishes to construct a *Ground Sign* (the “Encroachment”) within the HRM street right of way as shown and described in Schedule “A”;
- B. **And Whereas** by resolution of the Halifax Regional Municipal Council on _____, 20____, the HRM agreed to give the Licensee an encroachment license in accordance with the terms and conditions set out in Halifax Regional Municipality By-law E-200, being the Encroachment By-law, and as contained in this license agreement.

In consideration of the mutual promises contained in this agreement the parties agree as follows:

License

1. Subject to the terms of this encroachment license agreement, HRM hereby grants to the Licensee, its officers, servants, agents and contractors, the non-exclusive right at all times to enter on, over and under that portion of *Pleasant Street, Dartmouth*, identified in Schedule “A” to install and maintain the Encroachment.

Ownership

2. The Licensee retains ownership of the Encroachment.

Relocation

3. If the Encroachment must be relocated for HRM purposes, as determined at the sole discretion of HRM, such relocation will be at the sole expense of the Licensee. Should the Licensee wish to relocate the Encroachment, such shall be done only upon receipt of the written consent of HRM, which may be withheld at the sole discretion of HRM, and said relocation shall be at the sole expense of the Licensee.

Permits

4. (1) The Licensee agrees to comply with all municipal By-laws including the Streets By-law, S-300 for the original construction and maintenance of the Encroachment and all subsequent work which involves the excavation of the

street.

(2) The application for a Streets & Services permit shall include an engineering plan and profile of the Encroachment stamped by a professional engineer. The engineering plan shall clearly indicate area (in square metres) of the Encroachment proposed over, on, or under the HRM street right of way.

(3) The final location of the Encroachment shall be subject to the approval of the Engineer of the Municipality as defined by the *Halifax Regional Municipality Charter*, SNS 2008, c 39, (the "Engineer").

(4) For the purposes of the construction of the Encroachment, the Licensee agrees:

(a) to engage the services of a professional engineer, licensed to practice in the Province of Nova Scotia;

(b) to file with the Engineer a written undertaking stating that the professional engineer has been engaged by the Licensee to supervise and set out the Encroachment;

(c) that the Encroachment will be done in accordance with the approved plans; and

(d) that the project shall be subject to full time inspection and approval by the professional engineer or his representative.

(5) For the purposes of the construction of the Encroachment, the Licensee agrees to arrange a preconstruction meeting with HRM staff.

(6) Upon completion, the Licensee shall provide HRM with a certificate from a professional engineer certifying that the Encroachment was completed according to the approved drawings, any applicable municipal services specifications and standard drawings, and approved changes.

Record Drawings

5. The Licensee shall provide a copy of the record drawings immediately upon completion of the Encroachment, and immediately upon completion of any temporary or minimal relocation.

Maintenance

6. The Licensee agrees, at its sole expense, to maintain the Encroachment in a safe condition and so that it is not dangerous or hazardous to traffic, pedestrians or the public at large.

7. HRM may at any time and without notice inspect the Encroachment and, to the extent required to inspect the Encroachment, enter upon the Licensee's land.

8. If HRM determines in its sole discretion that the Encroachment is unsafe or dangerous, HRM may:

(1) Notify the Licensee that the Licensee, at its sole expense, shall repair or

alter the Encroachment in any manner that HRM determines in its sole discretion is necessary to make it safe; and

(2) If the Licensee does not, within 15 business days of receiving notice to repair or alter the Encroachment, begin the repair or alteration, HRM may cause the work to be done and the Licensee shall be fully responsible for all costs of the repair, alteration and restoration of the street right of way, and for all expenses incurred by HRM for the work.

9. If HRM determines in its sole discretion that the Encroachment is an immediate safety issue, danger or hazard, HRM may without notice and without compensating the Licensee remove the Encroachment and restore the street right of way or remedy the safety issue in any manner.

10. (1) The Licensee agrees to reimburse HRM for the cost of all work done by HRM and all expenses incurred by HRM under sections 8 and 9 within 15 business days of receiving notice of the costs of the work or expense incurred.

(2) HRM may, in addition to any other remedies available at law, lien the Licensee's property for any of the costs or expenses owed to HRM for the work.

Street Maintenance

11. HRM shall not be responsible for any loss or damage to the Encroachment, however caused, occurring as a result of required street maintenance, snow and ice removal, and street cleaning.

Indemnity

12. (1) The Licensee agrees to indemnify and save harmless HRM, its Mayor, Councillors, employees, agents, contractors and volunteers from all claims, including actions for negligence, death, and injurious affection, liabilities, damages and expenses of any kind in any way related to or connected with the grants of the rights set forth in this license agreement or from the existence or operation of the Encroachment however caused, except to the extent that the loss arises out of the gross negligence of HRM.

(2) This section shall survive the termination of this license agreement.

Insurance

13. A Licensee that is not a natural person shall purchase and maintain, during the term of this license agreement, commercial general liability insurance in the amount of not less than \$2 million in a form and with an insurer acceptable to HRM and with HRM named as an additional insured with respect to any claim arising out of the maintenance or use of the Encroachment or out of this license agreement. Evidence of such insurance shall be provided to HRM at the time of applying for this license and at any renewal of the insurance.

Fees

14. The Licensee shall be invoiced for, and shall pay, the fees set out in Encroachment By-law E-200 and Administrative Order 15, as amended, and for the purpose of the calculation of said fees, it is agreed that the space occupied by the Encroachment is 3.10 square metres.

15. The Licensee acknowledges that the fee prescribed by Administrative Order 15 is subject to review by HRM Council and may be increased at any time by HRM Council.

Occupational Health and Safety Act, SNS 1996, c 7

16. The Licensee agrees to comply with the requirements of the *Occupational Health and Safety Act* and all regulations enacted pursuant thereto. Specifically, the Licensee agrees to exercise the due diligence required by the Act in ensuring that to the extent possible the requirements of the *Occupational Health and Safety Act* and its regulations are followed by its employees, contractors or agents.

Termination

17. (1) HRM may terminate this license agreement, in writing, at any time. Upon receipt of notice that HRM intends to terminate this license agreement, the Licensee shall:

- (a) pay to HRM all encroachment fees owing;
- (b) pay to HRM the cost of all work done by HRM and all expenses incurred by HRM under sections 8 and 9; and
- (c) at its sole expense, remove the Encroachment and restore the street right of way to the satisfaction of HRM within sixty calendar days, unless otherwise agreed to between the parties.

(2) The Licensee may terminate this license agreement under the following conditions:

- (a) notification to HRM in writing of its intention to terminate this licence agreement;
- (b) payment to HRM of all encroachment fees owed ;
- (c) payment to HRM for the cost of all work done by HRM and all expenses incurred by HRM under sections 8 and 9;
- (d) at the Licensee's sole expense, removal of the Encroachment and restoration of the street right of way to the satisfaction of HRM within sixty calendar days of notice to HRM, unless otherwise agreed to between the parties; and
- (e) any other terms and conditions as may be necessary in the opinion of the Building Inspector for the Municipality, (the "Inspector"), or the Engineer for the restoration of the street.

(3) If the Licensee does not, within the sixty calendar days or such other time agreed to between the parties, remove the Encroachment and restore the street right of way, HRM may cause the work to be done and the Licensee shall be fully responsible for all costs and expenses of the work. HRM may, in addition to any other remedies available at law, lien the Licensee's property for any of the costs or expenses owed to HRM.

(4) The termination of this license agreement shall not be effective until the Licensee has paid all fees, costs and expenses owed to HRM under this license agreement and restored the street right of way to the satisfaction of HRM.

Notices

18. Any written notice or communication relating to the administration of this license agreement to be given or delivered by one party to the other shall be deemed to be duly

given or delivered by hand, by fax or by courier to the following addresses or such other address that may subsequently be provided:

Halifax Regional Municipality
Director of Transportation & Public Works
P.O. Box 1749
Halifax, N.S. B3J 3A5

and

3242111 Nova Scotia Limited
927 Rocky Lake Drive
Bedford, Nova Scotia
B4A 3Z2
Attn: Legal Counsel

19. This license agreement shall not be assigned without the written permission of the Engineer. Where the Engineer grants such permission, the assignee takes the place of the Licensee under this license agreement.

20. This license agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors in title and permitted assigns.

21. The Licensee shall not acquire any right, title or interest in or to HRM property or HRM's public road allowance, or the portion thereof affected by the Encroachment, except the right to maintain the Encroachment in accordance with this license agreement.

22. This license agreement shall be construed according to the laws of the Province of Nova Scotia.

23. The parties agree this is a public document within the meaning of Part XX of the *Municipal Government Act*, SNS 1998, c 18.

24. If the Licensee is not a natural person the signatory declares that he or she has the authority to bind the corporation or organization.

IN WITNESS WHEREOF the parties hereto have executed this license agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED in
The presence of:

3242111 NOVA SCOTIA LIMITED

Witness

Name:
Title:

Witness

Name:
Title:

HALIFAX REGIONAL MUNICIPALITY

Witness

Mayor

Witness

Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS ____ day of _____, A.D., 20__, before me, the subscriber personally came and appeared _____ a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that _____, one of the parties thereto, signed, sealed and delivered the same in his presence

A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS ____ day of _____, A.D., 20__, before me, the subscriber personally came and appeared before me _____ the subscribing witness to the within and 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 _____, its Mayor and _____, its Municipal Clerk, its duly authorized officers in his presence.

A Commissioner of the Supreme Court of Nova Scotia

Schedule "A" – Plans Showing and Describing the Proposed Encroachment, including the type of encroachment, the civic address where such encroachment is authorized, and any other terms and conditions as may be necessary in the opinion of Council, the Inspector or the Engineer.