



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

Item No. 13.1.3
North West Community Council
January 16, 2023

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY: Andrea MacDonald, A/Executive Director of Planning and Development

DATE: December 12, 2022

SUBJECT: Case 24193: Development Agreement for 57 Sanctuary Court, Fall River

ORIGIN

Application by DesignPoint Engineering & Surveying Ltd.

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Section 240 (Development Agreements)

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to permit a change to the main use of the property from an equestrian business to a tree service business for 57 Sanctuary Court, Fall River, and schedule a public hearing;
2. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
3. Require the 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

DesignPoint Engineering & Surveying Ltd., on behalf of 3260579 Nova Scotia Limited (Arbor Plant Health Care), is applying to enter into a development agreement to change the existing land use from an equestrian facility use to a tree service use in the existing buildings on 57 Sanctuary Court, Fall River. A change in land use may be considered by development agreement under Policy P-76 of the Planning Districts 14 & 17 MPS.

Subject Site	57 Sanctuary Court, Fall River (PIDs 00505909, 00505917, and 00505958)
Location	North side of Sanctuary Court bordered by a brook from Mornington Court Park
Regional Plan Designation	Rural Commuter (RC)
Community Plan Designation (Map 1)	Residential (R)
Zoning (Map 2)	Suburban Residential (R-1B)
Size of Site	5.1 hectares (12.5 acres)
Street Frontage	288 metres (945 feet)
Current Land Use(s)	Vacant as the equestrian use was discontinued since 2012
Surrounding Use(s)	Mostly residential with some institutional (church camp) uses

Proposal Details

The applicant proposes to change the main use of the property from a commercial use (equestrian facility) to another commercial use (tree service business). The major aspects of the proposal include:

- renovation of the existing buildings for:
 - indoor storage of equipment and vehicles not in excess of 14,000 kg of gross vehicle weight, such as bucket trucks, skid-steers, and stump grinders;
 - a repair space for maintenance and minor repairs;
 - a small office space for the business; and
 - an indoor greenhouse.
- an outdoor storage area for wood chip piles for future use as organic mulch and compost; and
- 11 parking spaces.

The applicant also intends to reconfigure property lines on the subject site by consolidating the three existing lots and re-subdividing the lands into 5 new lots. Currently, the existing barn is situated over three lots. The consolidation and re-subdivision will correct the encroachment, placing the building within one independent lot. The subdivision must occur before the proposed development agreement is registered.

Enabling Policy and LUB Context

The subject site in Planning Districts 14 and 17 (Shubenacadie Lakes Planning Area) is under the R (Residential) Designation and the R-1B (Suburban Residential) Zone. The general intention of the Residential designation is to support the growth of the low-density residential environment and associated community uses (Policy P-65). Therefore, only the residential, home-based business, and community uses are permitted in the R-1B Zone (Section 7.1 of the Shubenacadie Lakes Land Use By-law).

However, Community Council may, by development agreement, allow a change from an existing commercial or industrial use to another commercial or industrial use if the future use is entirely enclosed within a structure and does not involve the processing, production, or storage of hazardous, toxic, or dangerous materials (Policy P-76).

Before approving the development agreement, Community Council must consider the criteria under Policies P-76 and P-155, which are further described in the discussion section of this report.

DISCUSSION

Staff has reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the MPS. Attachment B provides an evaluation of the proposed development agreement in relation to the relevant MPS policies.

Proposed Development Agreement

Attachment A contains the proposed development agreement for the subject site and the conditions under which the development may occur. The proposed development agreement addresses the following matters:

- Limiting the permitted uses to:
 - Those supporting a tree services business, including a repair shop, storage space, office, and greenhouse, none of which will be open to serve the general public, and
 - the uses permitted in the underlying zone (currently the R-1B Zone);
- Storing of equipment and fleet vehicles within the indoor space;
- Placing of outdoor wood chip piles behind the existing building and away from Sanctuary Court;
- Limiting the hours of operation from 7 a.m. to 7 p.m.;
- Designating a non-disturbance area in the rear portion of the proposed site for noise buffering and screening;
- Requiring a minimum of 6 parking spaces; and
- Allowing the extension of hours of operation to 10 p.m. as a non-substantive amendment.

The attached development agreement will permit a tree services use, subject to the controls identified above. Of the matters addressed by the proposed development agreement to satisfy the MPS criteria as shown in Attachment B, the following have been identified for detailed discussion.

Accommodation of the Change of Use on the Existing Site (Policy P-76(a))

The proposal is for a change in use from a former commercial equestrian facility to a commercial tree service business. The proposed tree service business includes an office use, wood chip and equipment storage associated with the tree service. The existing barn structures can accommodate the proposed business as the structures are approximately 49,000 square feet, and the proposed site is approximately 190,000 sq. ft. (4.4 acres).

Policy P-76 allows a change of use as long as the new use is entirely enclosed in within a structure and the use does not involve the processing, production, or storage of hazardous, toxic, or dangerous materials. However, the wood chip piles are proposed to be stored outside. In this case, the outdoor storage is deemed minor and accessory to the main use as the wood chips are sourced and processed offsite, as product from the operation of the tree service business. These wood chips are not considered a hazardous, toxic, or dangerous material. The wood chip pile will be located behind the barn structures, screened from the street and the adjacent properties. Clause (b) of the Policy recognizes having outdoor storage as long as it maintains an acceptable level of compatibility with surrounding lands.

The purpose of Policy P-76 is for a proposed commercial or light industrial use to maintain compatibility with adjacent residential properties and neighbourhoods. The indoor and non-hazardous requirements are imposed so that the proposed use would not be a nuisance to a residential neighbourhood. Because standard practices are to store wood chip piles outdoor, it is staff's opinion that the storage of wood chips outside the building is accessory to the use and minor in nature.

Compatibility with Surrounding Use (Policy P-76(b))

The proposed commercial use would maintain an acceptable level of compatibility with surrounding lands with sufficient separation distance from adjacent dwellings with heavy vegetation as screening measures. Distances between the proposed site and its adjacent dwellings are between 150 and 250 metres, along with planted trees and improved landscaping for screening and aesthetics. The neighbourhood, in general, contains a low-density rural residential use. The applicant has clarified that the tree cutting and chipping activities would not occur on the proposed site. The site would be used for office and storage use. Noise is also expected to be minimal.

Adequate Measures for Long Term Maintenance (Policy P-76(c))

The subject site has been vacant for almost a decade resulting in lack of maintenance and graffiti on the property. The proposed business will be operating on site, contributing to the long-term maintenance of the proposed development. General maintenance requirements form part of the proposed development agreement.

Controls to Reduce Conflict (P-155(c))

This proposal is considered a non-hazardous commercial use, and neither a new structure nor a sign is proposed. If the applicant wishes to install a new structure or sign in the future, they will be subject to the requirements and provisions of the proposed development agreement. A total of 11 parking spaces are proposed for the employees working in the office. There would be piles of wood chips to turn into mulch and compost. The applicant indicates that the open storage would be behind the existing building, so that it is out of sight.

Priority Plans

In accordance with Policy G-14A of the Halifax Regional Plan, this planning application was assessed against the objectives, policies, and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027. While these priority plans often contain policies which were originally intended to apply at a regional level and inform the development of Municipal Planning Strategy policies, there are still components of each plan which can and should be considered on a site by site basis. Where conflict between MPS policy and priority plan policy exists, staff must weigh the specificity, age, and intent of each policy, and consider how they would be applied to a specific geographic context. In this case, no conflicts have been identified between this development agreement and the priority plan policies.

Signing Period and Subdivision

While development agreements are typically required to be signed within 120 days, staff recommend doubling this time period to 240 days. The recommended extension would provide time for completion of the subdivision application required to register the proposed development agreement. This extension would have no impact on the development rights held within the agreement, and the agreement could be executed in a shorter period of time if the situation allows.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposed site has been abandoned over a decade and painted with obscene words on the outer walls of existing buildings with no supervision on site. Introducing adaptive reuse to the site with the applicant residing in an adjacent property may lead to keeping the neighbourhood occupied and vital. Therefore, staff recommend that the North West Community Council approve the proposed development 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 development agreement. The administration of the proposed development agreement can be carried out within the approved 2022-2023 operating budget for Planning and Development.

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 NS Utility and

Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

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, and letters mailed to property owners within the notification area. Phone calls and emails from seven unique residents were received during the community engagement process. The public comments are listed in Attachment C.

A public hearing must be held by North West Community Council before they can consider approval of the proposed development agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the advertisement on the HRM webpage, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposal will potentially impact the local residents and property owners, such as homes on Sanctuary Court, Preakness Crescent, and Miller Lake Camp.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in this report.

ALTERNATIVES

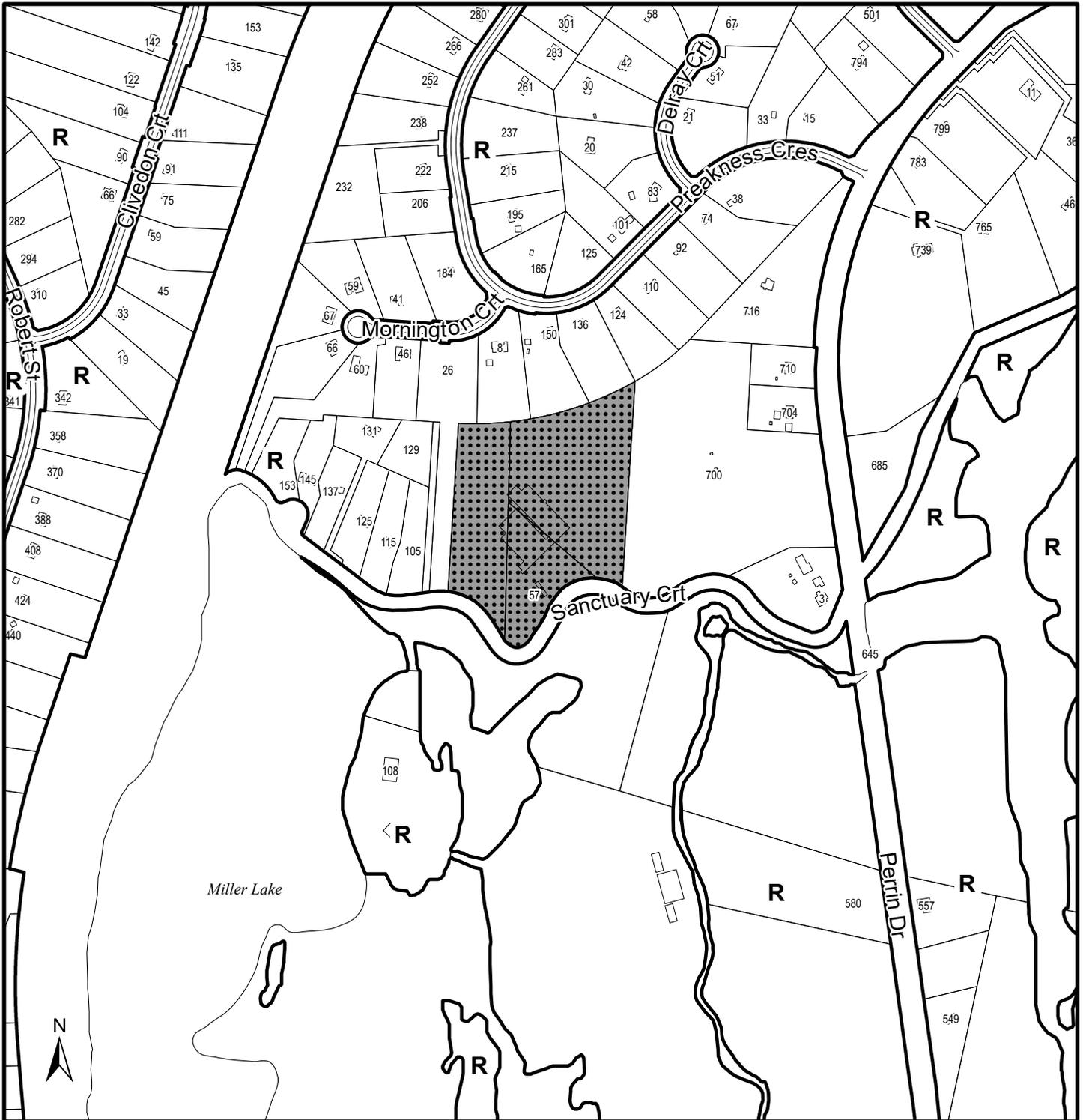
1. North West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the NS 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 does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the NS Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Proposed Development Agreement
Attachment B:	Review of Relevant MPS Policies
Attachment C:	Engagement Summary

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: Byungjun Kang, Planner II, 782.641.0856

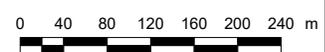


Map 1 - Generalized Future Land Use

HALIFAX

57 Sanctuary Court,
Fall River

Designation
R Residential



Subject Properties

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

Planning Districts 14 & 17
By-Law Area

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



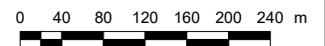
Map 2 - Zoning and Notification Area

57 Sanctuary Court,
Fall River

HALIFAX

-  Subject Property
-  Area of Notification

- Zone**
- R-1b Suburban Residential
 - P-3 Park



Planning Districts 14 & 17
By-Law Area

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.

**ATTACHMENT A
DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this _____ day of [Insert Month], 20__,

BETWEEN:

[Insert Name of Corporation/Business LTD.], 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 57 Sanctuary Court (Lot Y-2-B), Fall River 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 a change in use on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies P-76 and P-155 of the Planning Districts 14 and 17 (Shubenacadie Lakes) Municipal Planning Strategy and clause 3.6(f) of the Planning Districts 14 and 17 (Shubenacadie Lakes) Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on [Insert - Date], referenced as Municipal Case Number 24193;

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 applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the *Halifax Regional Municipality Charter* on the whole site as shown on Schedule B.

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 agrees 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) "composting material" means the waste derived from trees, shrubs, plants, lawns, or gardens and shall not include other forms of biomass, biofuel, or biodegradable materials; and
- (b) "tree service" means offices, maintenance shops and equipment uses for a business primarily engaged in installing or removing trees, shrubs, plants, laws or gardens, and accessory uses, including the storage of composting and other materials, provided such materials are not hazardous, toxic, or dangerous materials.

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 in the Halifax Regional Municipality as Case Number 24193:

Schedule A	Legal Description of the Lands
Schedule B	Preliminary Site Plan
Schedule C	Preliminary Landscape Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide all of the following documents to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Landscape Plan in accordance with Section 3.8.2 of this Agreement; and
 - (b) On-site Septic Permit in accordance with Section 4.4.1 of this Agreement.

- 3.2.2 Prior to the issuance of the first Occupancy Permit for the building, the Developer shall provide, unless otherwise permitted by the Development Officer, a written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the landscape plan.
- 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

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) a tree service use, provided that the uses are entirely enclosed within a structure except for the outdoor storage of composting materials in accordance with Section 3.5; and
 - (b) any uses permitted within the zone applied to the Lands subject to the provisions contained within the applicable Land Use By-law as amended from time to time.
- 3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side, and rear yards in conformance with the provisions of the Land Use By-law, as amended from time to time.

3.4 Parking, Circulation and Access

- 3.4.1 The parking area shall be sited as shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on Schedule B.
- 3.4.2 The parking area shall provide a minimum of 6 parking spaces.
- 3.4.3 The parking area shall be hard surfaced or gravelled.

3.5 Outdoor Storage

- 3.5.1 The outdoor storage of composting materials shall be located on the site generally as shown on Schedule B. The storage shall be secured in accordance with the Landscape Plan and an applicable approval agency.
- 3.5.2 No material storage shall exceed a height of fifteen (15) feet (4.6 m).

3.6 Additions to the Main Buildings

- 3.6.1 Further to Section 3.3, additions to the existing building shall be permitted provided the following conditions are met:
- (a) The combined size of all additions shall be limited to 93 metres (1,000 square feet) in floor area;
 - (b) Additions shall not be located within the front yard; and

(c) Additions shall meet all other provisions of the applicable Land Use By-law.

3.7 Accessory Buildings

3.7.1 Any Accessory Buildings shall be subject to the provisions contained within the applicable Land Use By-law as amended from time to time.

3.8 Landscaping and Retention of Existing Tree Buffer

3.8.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).

3.8.2 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which complies with all the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C.

3.8.3 No development, tree removal or grade alteration shall be permitted within the area identified as Existing Mature Trees on Schedule C, except where approved in writing by the Development Officer for one of the following situations:

(a) to remove fallen trees or dead debris that poses a fire or safety risk; or

(b) to remove a tree that is dead, dying or in decline which present a danger to private property, public infrastructure or other natural trees and vegetation.

3.8.4 Prior to granting approval for any removal pursuant to 3.8.3, the Development Officer may require that the Developer or subsequent property owner engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.

3.8.5 If trees are removed or tree habitat is damaged beyond repair in the Existing Mature Trees area as identified on Schedule C, the Developer or subsequent property owner shall replace each tree removed or damaged as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with permission as outlined in this Agreement.

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 and snow and ice control, salting of walkways and driveways.

3.9.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.9.3 Subject to the municipal powers respecting trees under the *Halifax Regional Municipality Charter* and Section 1.3.1 of this Agreement, all the existing mature trees on the Lands shall be retained.

3.10 Signs

3.10.1 A maximum of one (1) ground sign shall be permitted at the entrance to the denote the company or business name. The location of such sign shall require the approval of the Development Officer and Development Engineer. The maximum height of such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet

(4.65 square metres). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete, or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.

- 3.10.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.

3.11 Hours of Operation

- 3.11.1 All the permitted uses stated under Section 3.3 shall be permitted to operate between the hours of 7:00 a.m. and 7:00 p.m.

- 3.11.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 a.m. and 10:00 p.m.

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

3.12 Outdoor Lighting

- 3.12.1 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.

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 On-Site Water System

- 4.3.1 The Lands shall be serviced through a privately operated on-site water distribution system.

4.4 On-Site Sanitary System

- 4.4.1 The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, Nova Scotia Department of Environment and Climate Change and any other relevant agency, a design for all private sewer systems. In accordance with Section 3.2.1, no Development Permit shall be issued prior to receiving a copy of all permits, licences, and approvals required by the Nova Scotia Department of the Environment and Climate Change respecting the design, installation, construction of the on-site sewer system.

4.5 Solid Waste Facilities

- 4.5.1 The Development shall provide a source separation program in accordance with By-law S-600 as amended from time to time. The area designated for waste separation containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.
- 4.5.2 Refuse containers and waste compactors shall be confined to the loading areas of each building and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.

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 have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

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 All of the following items are considered by both parties to be not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:
- (a) changes to the landscaping measures as detailed in Section 3.8 of this Agreement or which, in the opinion of the Development Officer, do not conform with Schedule C;
 - (b) extensions to the hours of operation set out in Section 3.11.1 of this Agreement to no later than 10:00 p.m.;
 - (c) the granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
 - (d) the length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

- 6.2.1 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

- 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 the Chief Administrative Officer for the Municipality.
- 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 three (3) year from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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 final subdivision approval of the lots.
- 7.3.3 For the purpose of this section, an extension of the commencement of development time period may be approved by the Development Officer, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development, the Municipality 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 have been completed, discharge this Agreement and apply appropriate zoning pursuant to the Planning Districts 14 and 17 Land Use By-law, as may be amended from time to time.

- 7.4.2 For the purpose of this section, completion of development shall mean the issuance of an Occupancy Permit.
- 7.4.3 In the event that development on the Lands has not been completed 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 Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after five (5) years from the date of execution of this Agreement, the Municipality 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

- 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 sixty (60) calendar 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:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

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

**Attachment B:
Review of Relevant MPS Policies in Planning District 14/17 (Shubenacadie Lakes)**

Policy Number	Policy Provision	Staff Comment
P-76	<p><i>Notwithstanding Policy P-66, within the Residential Designation, it shall be the intention of Council to permit existing commercial and industrial uses within the land use by-law to the extent to which they existed on the effective date of this plan.</i></p> <p><i>Furthermore, where the proposed use is entirely enclosed within a structure and the use does not involve the processing, production, or storage of hazardous, toxic, or dangerous materials, Council may consider either a change of use or an expansion of the existing use subject to the provisions of Sections 55, 66 and 67 of the Planning Act.</i></p> <p><i>In considering such development agreements Council shall have regard to the following:</i></p>	<p>The proposed site at 57 Sanctuary Court, Fall River, had an existing commercial use when Shubenacadie Lakes Land Use By-law was adopted and effective in 1989. The existing commercial use was Fall River Stables; an equestrian facility. The Fall River Stables are no longer operating.</p>
(a)	<p><i>that the expansion or change of use be accommodated on the existing site;</i></p>	<p>The proposal is for a change in use from a former commercial equestrian facility to a commercial tree service business. The proposed tree service business includes an office use, wood chip and equipment storage associated with the tree service business use.</p> <p>The proposed use is capable of being accommodated within the existing barn structures on the subject property. The structures are approximately 4,552 square metres (49,000 square feet), and the proposed lot with the structures is 17,863 square metres (192,276 sq. ft.).</p>
(b)	<p><i>that the expansion or change of use maintains an acceptable level of compatibility with surrounding lands in terms of traffic generation, noise, outdoor storage, and scale and intensity of operation;</i></p>	<p>The proposed new use still maintains an acceptable level of compatibility with surrounding lands with sufficient separation distance from adjacent dwellings with heavy vegetation as screening measures.</p> <p>The applicant clarified that the tree cutting would not occur on the proposed site; the site would be used mainly for office and storage. Noise is expected to be minimal.</p> <p>Distances between the proposed site and its adjacent dwellings are between 150 and 250 metres, and the applicant proposes to plant</p>

		<p>trees and improve landscaping for screening and aesthetics.</p> <p>It was determined by HRM Development Engineering that a Traffic Impact Statement was not required for the proposed commercial use (tree service business) as the anticipated level of traffic is less than the former use (equestrian facility).</p>
(c)	<i>the provision of adequate measures for the long term maintenance of the proposed development; and</i>	A tree service business will be operating on the proposed site, contributing to the long-term maintenance of the proposed development. Further, general maintenance requirements will form part of the development agreement.
(d)	<i>the provisions of Policy P-155.</i>	
P-155	<i>In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this Plan, Council shall have appropriate regard to the following matters:</i>	
(a)	<i>that the proposal is in conformity with the intent of this Plan and with the requirements of all other municipal by-laws and regulations;</i>	Policy P-76 enables the existing commercial and industrial development to expand or change its use by development agreement provided the expansion or new use is a non-hazardous use. The change in use from a commercial equestrian facility to a commercial tree service conforms with the intent of this Plan.
(b)	<i>that the proposal is not premature or inappropriate by reason of</i>	
(i)	<i>the financial capability of the Municipality to absorb any costs relating to the development;</i>	The proposed development is not anticipated to incur any costs to the Municipality.
(ii)	<i>the adequacy of central or on-site sewerage and water services;</i>	<p>Development of the site is required to meet all requirements from NS Environment and Climate Change for on-site sewage and water services.</p> <p>The site contains existing services which supported the previous commercial use. Further, it is anticipated that the proposed development can adequately be accommodated with the systems.</p>
(iii)	<i>the adequacy or proximity of school, recreation or other community facilities;</i>	The proposed site would be used for non-residential purposes.

(iv)	<i>the adequacy of road networks leading or adjacent to or within the development; and</i>	<p>It was determined by HRM Development Engineering a Traffic Impact Statement was not required for the proposed commercial use (tree service business) as the anticipated level of traffic is less than the previous use (equestrian facility). Therefore, minimal impact for the residents living on Sanctuary Court is anticipated.</p> <p>While Sanctuary Court is a 2-lane gravel road, vehicles heavier than pick-up trucks are not expected to make a regular appearance.</p> <p>The proposed change in use is not anticipated to create a greater demand on local road networks adjacent to or within the development.</p>
(v)	<i>potential for damage to or for destruction of designated historic buildings and sites.</i>	There are no designated historic buildings or sites near the proposed site.
(c)	<i>that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
(i)	<i>type of use;</i>	While the area is rural residential in nature, non-hazardous commercial and industrial uses are enabled by Policy P-76 in this zone. The change of use is considered a commercial use.
(ii)	<i>height, bulk and lot coverage of any proposed building;</i>	A new building is not proposed on this site.
(iii)	<i>traffic generation, access to and egress from the site, and parking;</i>	11 parking spaces are proposed for employees and clients of the tree business.
(iv)	<i>open storage;</i>	There would be piles of wood chips to turn into mulch and compost. The applicant indicates that the open storage would be behind the existing building, so it will be out of sight.
(v)	<i>signs; and</i>	Signs are not proposed for this site, however should they be proposed in future, the development agreement places restrictions on the number (1), materials and size of a ground sign.
(vi)	<i>any other relevant matter of planning concern.</i>	Not applicable.
(d)	<i>that the proposed site is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility or flooding.</i>	<p>The developable area of the proposed site has, on average, gentle to moderate slope.</p> <p>There is a minor watercourse, which is barely visible from the sky and heavily forested,</p>

		<p>flowing on the western edge of the proposed site with lands sloping down from the existing building towards the watercourse. Miller Lake is also located nearby the proposed site.</p> <p>The existing building is more than 40 metres away from the watercourse and 130 metres away from the lake.</p>
(e)	<p><i>Within any designation, where a holding zone has been established pursuant to Infrastructure Charges - Policy P-64F, Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the Infrastructure Charges Policies of this MPS.</i></p>	<p>The proposed site is not zoned as an Infrastructure Charge Holding Zone.</p>
Regional Plan Policy G-14A	<p><i>In considering development agreements or amendments to development agreements, or any proposed amendments to the Regional Plan, secondary planning strategies, or land use by-laws, in addition to the policies of this Plan, HRM shall consider the objectives, policies and actions of the priorities plans approved by Regional Council since 2014, including:</i></p> <p><i>(a) The Integrated Mobility Plan;</i> <i>(b) Halifax Green Network Plan;</i> <i>(c) HalifACT;</i> <i>(d) Halifax's Inclusive Economic Strategy 2022-2027; and</i> <i>(e) any other priority plan approved by Regional Council while this policy is in effect.</i></p>	<p>The Green Network Plan identifies the site as minimal value to the Regional Green Network, and the site is not near any corridors. The existing forest around the site is considered a regulated area and the watercourses nearby the site are considered protected areas. Since the preliminary landscape plan protects the existing forest, and the watercourses are protected by a 20-metre buffer, this development agreement is deemed consistent with the Green Network Plan.</p> <p>No conflicts have been identified between this proposed development agreement and any other priority plan policies.</p>

ATTACHMENT C

Summary of Public Engagement



HRM Planning Application Website



Signage Posted on the Site



Mailout to residents and property owners



Future Public Hearing Prior to a Decision

Information Sharing

Information on Case 24193 was shared through the HRM planning applications webpage, signage posted on the subject site, and notices mailed to property owners within approximately 150 metres (500 feet) surrounding the proposed development (Map 2 of Staff Report).

As the proposal involves the adaptive reuse of an existing building on the lot, and no new structures are proposed, the only information submitted as part of this application was a written request for a new development agreement, along with a planning rationale and survey plan of the property showing the location of the existing building.

Public Engagement Statistics:

Halifax.ca Planning Applications Website	
Number of unique website views by July 31, 2022	91
Average time spent on the website (minutes: seconds)	6:09
Notices Mailed to Area Residents	
Number of notices mailed within notification area	39
Direct Communication with the HRM Planner	
Number of calls received (unique callers)	2
Number of emails received from the public (unique email addresses)	5

Responses to Public Questions and Concerns

Of the seven residents who contacted us, three people expressed that they do not support the proposal or had reservations about the proposal, three people expressed in support, and one person had questions and some concerns but was not against the proposal.

HRM planning staff compiled all the public comments and questions provided to October 18, 2022. Broadly, these concerns fell into the following categories:

Aesthetic

- The existing derelict mobile home and graffiti on the existing barn have been an old eyesore on Sanctuary Court. We are in support of the owners cleaning up the property.
- Will the heavy equipment required to run the proposed Arbour Operation be stored inside buildings on the property? Or where?

Noise

- We are concerned over the noise of the equipment involved in tree removal services – more specifically, saws, wood chippers, planers, and other high noise equipment. We are a small community in a protected nature area and would like reassurance that these devices will not detract from the peaceful living environment that we enjoy.
- How can we be sure that the noise will be limited to personal property landscaping and not commercially driven equipment noise? What recourse is there?
- We do not wish to have a small business for now, leading to a larger scale in future. The noise that will come for chipping and other processes will be very disruptive.

Traffic

- This gravel road on Sanctuary Court is poorly maintained and with the increased traffic and weight of the heavy equipment vehicles. We fear Sanctuary Court will be in worse condition or even made unusable.
- Will this proposal include any thought into the maintenance and upkeep of the road? With heavy equipment and increased traffic using Sanctuary Court as a commercial right of way.
- Additional traffic on Perrin Drive is not recommended. The road is not maintained enough now let alone many other vehicles and heavy vehicles travelling on this road.

Environmental Impacts (Wood Chip Piles)

- The combustion of composts with the heat is concerning due to possible fire.
- The proposal describes the storage and composting of wood chips and animal manure. Has there been a proposal submitted to the Department of the Environment to outline the process in which this is to be done? What if any plan exists to mitigate the odours from the proposed compost operation? I am reminded of the Lucasville residents and the problems they faced with Momento Farms. What Rodent control is in place?

Environmental Impacts (Water Quality)

- A possible leakage of oils and other chemical contaminants from a proposed repair space is too risky.
- There appear to be a watercourse running through the property which may contain marine life. Are the noted watercourse buffers sufficient to contain contamination of the river running into Miller Lake?
- With the lot subdivision, will there be acceptable distance from the stable and the drinking water required for human consumption? I believe it is a minimum set back of 300 feet from a neighbouring well with any septic system having requirement as well. Has there been testing to ensure the well water will be potable for both the humans and animals?
- What is proposed to prevent run off and leaching from crossing the roadway and entering the river? Taking into consideration the animal waste, the composting liquids, the waste water from a greenhouse operation.
- Where is the water coming from to run an equestrian operation, a house and a green house? The former Fall River Stable was often pumping water from the river to satisfy its needs. This can be confirmed by speaking with residents of the area or the former operator

Land Use (Equestrian Use)

- Will the barn operate as a commercial endeavour as well? Riding lessons/horse leasing and boarding/clinics or shows? What is the proposed number of horses that will be stabled on-site.
- Has the Department of Agriculture been consulted to approve the necessary acreage of property required to maintain the livestock within regulations? Obviously if the greenhouse, equipment, office area, parking, composting operation and storage is on the barn property, it will not be included in an area for livestock.
- The horse industry does not want to see another existing stable to disappear. We want to keep the commercial equestrian use.

SCHEDULE "A"
LOT Y-2-B

ALL that certain lot of land being at Sanctuary Court, Fall River, in the County of Halifax, Province of Nova Scotia, being LOT Y-2-B as shown on a plan entitled "Preliminary Site Plan of LOT Y-1B-1, LOT Y-1B-2, LOT Y-1B-3, LOT Y-2-A and LOT Y-2-B Being a Subdivision of LOT Y-1B and LOT Y-2, Lands of DAVID JOHN COOPER and CARLA LYNN COOPER and LOT Y-1A Lands of 3260579 NOVA SCOTIA LIMITED" prepared by DesignPoint Engineering & Surveying Ltd. dated the 8th day of July, 2022, being more particularly described as follows:

COMMENCING at a point on the eastern boundary of PARCEL P-2 lands of Halifax Regional Municipality, being northerly 101.2 metres more or less from a survey marker on the northern boundary of Sanctuary Court, said survey markers also being at the southeastern corner of Parcel P-2;

THENCE northerly along the eastern boundary of PARCEL P-2 a distance of 105.7 metres more or less to a point at an eastern corner of PARCEL P-2 and the beginning of a curve;

THENCE easterly along the eastern boundary of Parcel P-2 and the southern boundary of LOT 39, lands of Wayne Bishop and Kim Pumphrey-Bishop an arc length of 26.9 metres more or less to a point on the southern boundary of LOT 39;

THENCE southeasterly 181.4 metres more or less to a point;

THENCE southwesterly 45.5 metres more or less to a point;

THENCE southeasterly 40.7 metres more or less to a point on the northern boundary of Sanctuary Court;

THENCE southwesterly along the northern boundary of Sanctuary Court a distance of 30.8 metres more or less to a point;

THENCE northwesterly 32.9 metres more or less to a point;

THENCE southwesterly 26.2 metres more or less to a point;

THENCE northwesterly 129.9 metres more or less to the point of commencement.

CONTAINING 17,863 square metres more or less.

BEING AND INTENDED TO be a portion of LOT Y-2, LOT Y-1A, and LOT Y-1B; Lands of David John Cooper and Carla Lynn Cooper as described by deed in Land Registration Office Document numbers 118078204 and 118078204; and Lands of 3260579 Nova Scotia Limited as described by deed Land Registration Office Document number 118078287.

SUBJECT TO a utility easement as described in Book 5149 Page 29.

NAD-83 (CSRS) 2010.0 3° NTM
CENTRAL MERIDIAN 64° 30'

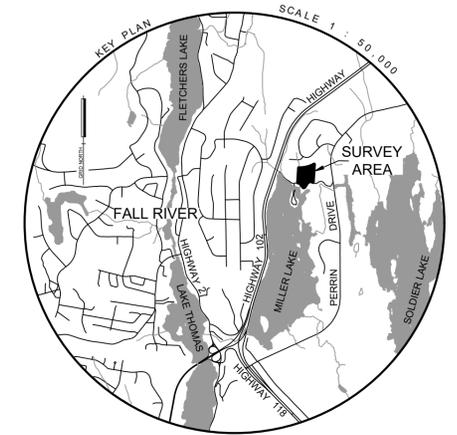
PARCEL P-2
PID 41115304
Lands of
Halifax Regional Municipality
Book 7541 Page 101
RO Plan No. 36064

LOT 39
PID 41115197
Lands of
Wayne James Bishop and
Kim Clare Pumphrey-Bishop
LRO Doc No. 93057447
RO Plan No. 36064

LOT 40
PID 41115205
Lands of
Jason John Robert Troini and
Meagan Jo-Ann Troini
LRO Doc No. 96971974
RO Plan No. 36064

LOT 41
PID 41115213
Lands of
Paul Rhindress and
Sabrina Rhindress
LRO Doc No. 82998361
RO Plan No. 36064

LOT 42
PID 41115221
Lands of
Mark Allison and
Tina Allison
LRO Doc No. 119052620
RO Plan No. 36064



LEGEND:

	LANDS DEALT WITH BY THIS PLAN
	OTHER LANDS
	EASEMENTS
	OVERHEAD WIRE
	FENCES
	PREVIOUS LOT LINES
	BUFFER
	EDGE OF WOODS
	GAS LINE
	100 YEAR FLOOD LINE
	NOVA SCOTIA HIGH PRECISION NETWORK MONUMENT
	PLACED SURVEY MARKER
	FOUND SURVEY MARKER
	FOUND IRON BAR
	TERRAIN GROUP INC.
	WALLACE MACDONALD & LIVELY, LTD.
	REGISTRY OFFICE
	LAND REGISTRATION OFFICE
	PROPERTY IDENTIFICATION NUMBER
	POINT OF CURVATURE
	UTILITY POLE
	GUY WIRE
	MANHOLE
	CULVERT

NOTES:

- ALL BEARINGS AND DISTANCES ARE GRID DERIVED FROM NRTK GNSS OBSERVATION TO NSHPN 211856, REFERENCED TO THE NOVA SCOTIA 3° MODIFIED TRANSVERSE MERCATOR PROJECTION, ZONE 5, CENTRAL MERIDIAN 64°30' W; BASED ON THE HORIZONTAL REFERENCE FRAME NAD83 (CSRS), EPOCH 2010.0.
- ELEVATIONS ARE REFERENCED TO NSHPN 211856, HAVING AN ELEVATION OF 27.397 METRES (CGVD2013).
- FIELD SURVEYS WERE CARRIED OUT ON JANUARY 21, 2022.
- FIELD MEASUREMENTS HAVE NOT BEEN ADJUSTED.
- BOUNDARIES SHOWN ON THIS PLAN ARE SUBJECT TO ADDITIONAL FIELD SURVEY.
- NO WELLS ON SUBJECT LOT HAVE BEEN LOCATED.
- 100 YEAR FLOOD LINE TAKEN FROM REGISTRY PLAN NUMBER 36064.

DESIGNPOINT
engineering • surveying • solutions

Schedule B

Preliminary Site Plan of
**LOT Y-1B-1, LOT Y-1B-2, LOT Y-1B-3, LOT Y-2-A
 and LOT Y-2-B**
 Being a Subdivision of
LOT Y-1B and LOT Y-2,
 Lands of
DAVID JOHN COOPER and CARLA LYNN COOPER
 and
LOT Y-1A
 Lands of
3260579 NOVA SCOTIA LIMITED

SANCTUARY COURT,
FALL RIVER
COUNTY OF HALIFAX
PROVINCE OF NOVA SCOTIA

