

THIS AGREEMENT MADE THIS 17<sup>th</sup> DAY OF MAY, 1995

BETWEEN: 21405

250

ANNAPOLIS BASIN GROUP INC.

(hereinafter referred to as the "Developer")

- and -

**THE TOWN OF BEDFORD**

An incorporated Town, of the County of Halifax, Province of Nova Scotia

(hereinafter referred to as "the Town")

**WHEREAS** the Developer has requested that the Town enter into this Agreement, pursuant to the provisions of the **Planning Act** (Nova Scotia) and pursuant to the policies of the Municipal Planning Strategy for the Town of Bedford, to enable the various components of the use of the subject property, in light of the various applicable policies of the Municipal Planning Strategy, to meet the desires and objectives of both the Town of Bedford and the Developer;

**THEREFORE** in consideration of the benefits which flow to both parties as a result of the covenants contained herein, the parties hereto agree as follows:

1. (1) The developer shall provide proof, acceptable to the Development Officer of the Town, that it is the registered owner of, or has registerable ownership rights in, the property as described in Schedule "A" attached hereto (hereinafter referred to as "the Lands");
- (2) The Developer shall not develop or use the lands for purposes other than those described in this Agreement;
- (3) The Developer shall construct the Project in conformance with the site plans, conceptual plans, supporting technical documents and renderings as filed with the Planning and Development Control Department of the Town and as presented at the public hearing or hearings as called for by the **Planning Act** (Nova Scotia) which documents and plans are attached hereto as Schedule "B" and are hereinafter referred to as "the Plans", with the exception of any flexibility built into the construction of the project by way of clauses contained elsewhere in this agreement or provided for in Law;

**The Project**

2. The proposed use of the land allowed by this Agreement (hereinafter referred to as "the Project") includes all components which fall within the definition of "development" pursuant to the Planning Act (Nova Scotia) and specifically includes, but is not limited to, the following components and details:
- (a) A mixed residential component consisting of Single Detached Dwellings, Semi-Detached Dwellings, Single Detached Dwellings with basement apartments, Multiple-Unit Dwellings and two (2) Senior Citizens Projects;
  - (b) A neighbourhood commercial component as defined in the Land Use By-law which, for further clarity, may include a neighbourhood convenience store;
  - (c) A site for future location of a school or public recreational facility;
  - (d) Natural open space;
  - (e) Park and recreation uses consistent with the R.C.D.D. zone.

**Further Detail**

3. The lands consist of 221 acres and are located at the junction of Harmonds Plains Road and the Bicentennial Highway in the Town of Bedford. Four islands, totalling 4.55 acres, shall be deeded to the Town. A fifth island, which is approximately three acres in size, is excluded from the lands which are the subject of this Development Agreement. The proposal includes 921 dwelling units, with a portion of those units designed to service persons with special needs, as follows:
- (a) Two hundred and eighty-four (284) single detached units on standard sized as well as large lots;
  - (b) Three (3) single detached units on flag lots;
  - (c) One hundred and fifty-four (154) single detached units on small lots which may involve zero lotline configurations;
  - (d) Ninety-six (96) semi-detached dwelling units;
  - (e) Fourteen (14) single detached dwelling units with basement apartments - for a total of twenty-eight (28) units;

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- (f) Five (5) multiple unit dwellings, consisting of three (3) 36-unit buildings, two (2) 40-unit buildings and six (6) 8-unit buildings for a total of 236 units;
- (g) Two (2) senior citizens project sites which may contain a maximum, taking into account both sites, of 120 units;

#### **Special Provisions**

- 4. (1) The Project shall not exceed a gross density of 4.5 units per acre;
- (2) A minimum of 50% of the total residential units provided for shall be Single Detached Dwellings;
- (3) Single Detached Dwellings, Semi-detached Dwellings, and Single Detached Dwellings with basement apartments may be relocated and the total number of units may be redistributed between the three housing types from what is shown on the plans provided that a minimum of 50% of the total number of these units remain as single detached dwelling units;
- (4) Single Detached Dwellings may be relocated and redistributed on standard, large, flag or small lots, from what is shown on the plans, provided the ratio of small lots is not reduced and the overall density of the project is not increased;
- (5) 49 acres, representing 22% of the gross acreage of the parcel of land subject to this Agreement, shall consist of natural open space;
- (6) 41 of the 49 acres mentioned in subsection (5) above - representing 19% of the gross acreage of the parcel of land subject to this agreement - shall be deeded to the Town and 8 of those 41 acres are being deeded to the Town in order to satisfy the parkland dedication obligation of the Developer pursuant to the **Planning Act**;
- (7) The Project shall incorporate a path and walkway component consistent with the Town's Major Path and Walkway System and in accordance with the detailed requirements on that component as contained in Schedule "C" to this Agreement;
- (8) The Project shall not include uses other than those permitted in the R.C.D.D. zone;
- (9) The buildings containing the Multiple Unit Dwellings shall not exceed 40 such dwellings per building;

- (10) The net density of Multiple Unit Dwellings shall not exceed 30 units per net acre;
- (11) The project shall conform to the special component requirements including, but not limited to, access, parking, landscaping, screening and buffering, and lighting - as described in Schedule "C" and attached to this Agreement - are listed in Schedule "C" and the project shall conform to the special requirements, if any, described in Schedule "C" for that particular component;
- (12) Design of the neighbourhood commercial, multiple unit and seniors unit building shall comply with the architectural guidelines attached as Schedule "D" to this Agreement.
- (13) As to each and every single and two-unit lot the Developer shall ensure maximum tree retention as follows:
  - (a) On lots which require grade alteration beyond normal foundation excavation - that is, they require cut or fill - the Developer shall bring the lot to a foundation-ready state in order to exercise control to achieve maximum tree retention; and
  - (b) On lots which do not require grade alteration beyond normal foundation excavation, i.e. do not involve cut/fill - the Developer shall supervise the work to the foundation-ready stage in order to ensure maximum tree retention;
- (14) Modifications to Town street and servicing design standards may be considered within the parameters set out in Schedule "E" to this Agreement;
- (15) The Developer agrees to build a school on the site shown on the plans and lease same to the Province if said arrangement is agreed to by the Department of Education. The Developer agrees to retain the school site for a minimum of five years following the execution of this agreement before requiring the Town or the Province to purchase the site.

Province of Nova Scotia  
 County of Halifax

I hereby certify that the within instrument  
 was recorded in the Registry of Deeds Office  
 at Halifax in the County of Halifax, N.S.



*Deputy*

District of Halifax Council

**Adequate Water Supply**

5. (1) The Developer shall obtain approval from Halifax County Water Utility for installation of the proposed water system.
- (2) Both parties acknowledge the Halifax County Water Utility may take the position that it will not approve any further extensions to the existing water services in the area of this development and that, in such circumstances, the Development Officer of the Town of Bedford will not have the authority to provide final endorsement of any final plan of subdivision based on lack of approval by Halifax County Water Utility of the proposed water services for such subdivision (see "Phasing - paragraph 14 of this Agreement).
- (3) Both parties acknowledge that the Halifax County Water Utility has, since September of 1993, taken the position that no further water service extensions will be approved by that Utility in the Bedford South area unless and until a lot levy or development charge is paid towards financing of the Water Utility's master plan for water service infrastructure in Bedford South and the developer recognizes that a resolution of the Halifax County Water Utility position must be arranged prior to each particular phase or portion of this project proceeding and that one possible resolution may involve a lot levy or development charge applied to each individual lot.

**Wastewater Discharge**

6. (1) It is agreed by both parties that Occupancy Permits shall not be issued for any of the residential units until the Developer has completed one of the following two alternatives:
  - (a) Donated a cash sum in the amount of \$300.00 per unit to the Town to be contributed to its Infiltration Reduction Program such contribution to be made in relation to each unit for which final subdivision approval is applied and such contribution to be due and payable prior to each such unit receiving final endorsed subdivision approval; or
  - (b) proof of above-normal capacity built into a pumping station or stations such that the station or stations have sufficient capacity to hold the effluent from the units for which final subdivision approval is being applied to off-peak hours. Department of Environment approval shall be required for the design of said station or stations;

- (2) In the case of 6(1)(b) the Developer shall:
- (a) be responsible for installation of any such pumping station or stations with above-normal holding capacity; and
  - (b) be responsible for operating and maintenance costs associated with such above-normal holding capacity function of the pumping station or stations; and
  - (c) be responsible to ensure that the above-normal holding capacity function of the pumping station or stations remains in operation until such time as the Development Officer advises the Developer in writing that the Mill Cove Sewage Treatment Plant has been expanded to a point that its capacity can handle the wastewater discharge from the said units;
- (3) Notwithstanding the above, if the alternative of cash donation is chosen, such obligation shall cease at such time as the Development Officer advises the Developer in writing that the Mill Cove Sewage Treatment plant has been expanded to a point that its capacity can handle the wastewater discharge from the said units.

### **Environmental**

7. (1) The Developer shall undertake and complete an Environmental Protection Plan (EPP) for each phase of the Development and each EPP shall be provided to the Development Officer and shall be subject to the approval of the Development Officer and all environmental protection measures called for in the EPP shall be in place prior to permits being issued and construction commencing for the phase to which that particular EPP relates;
- (2) Construction, for the purposes of (1) above, includes grubbing or clearing of the site as well as site excavation activity;
- (3) Any such EPP shall address the following:
- (a) Appropriate environmental protection measures, and design of each, to be utilized during construction;
  - (b) Recommendations in relation to phasing of the development;
  - (c) Recommendations as to the maximum amount of soil to be exposed at any one time; and

- (d) Recommendations as to any other concern related to sedimentation and erosion control measures to ensure appropriate protection of nearby watercourses;
- (4) Notwithstanding the above, tree-clearing activity may be undertaken - in advance of installation of environmental protection measures or other recommendations called for in the EPP - provided that the erosion control measures called for in the EPP are adhered to in cases where tree clearing activity occurs within 100 feet of a watercourse;
- 8. (1) The Developer shall complete a base line analysis for Paper Mill Lake prior to any construction activity commencing and shall continue a water sampling program during construction and until 6 months following the completion of the entire Project;
  - (2) If development ceases for a period of time exceeding 6 months, the water sampling program may be interrupted on the condition that it commence again as soon as construction activity recommences.
- 9. (1) The Developer shall undertake and develop an Environmental Study which shall follow the listing of topic headings as it appears in Appendix "A" of the Town's Municipal Planning Strategy in relation to any portion of the project which will involve, or may involve, construction on slopes in excess of 20% and also shall address road construction where roads cross watercourses;
  - (2) Any environmental protection measures recommended in the Environmental Study shall be in place prior to the issuance of any permits relating to construction;
- 10. (1) The Developer shall undertake and complete a detailed stormwater management plan the terms of reference of which are attached to this Development Agreement as Schedule "F";
  - (2) The stormwater management plan shall be provided by the Developer to the Development Officer of the Town who shall, after consulting with the Bedford Water Advisory Committee and the Town's Director of Engineering and Works, approve or disapprove of the said plan;
  - (3) Approval of the stormwater management plan is required prior to the issuance of any permits relating to the project.
  - (4) The stormwater management plan shall include, but not be limited to those mechanisms outlined in the letter dated July 26, 1994 from

Barry Zwicker, Wallace MacDonald & Lively to Donna Davis-Lohnes regarding Stormwater Master Plan, Paper Mill Lake.

#### Detailed Plans

11. (1) The Developer shall submit detailed engineering plans of the Project to the Development Officer before any permits are issued by Town staff in relation to the Project;
- (2) The Development Officer may request and, if so the Developer shall provide, the following specific information to be included in such detailed engineering plans:
  - (a) The nature and extent of any tree-clearing, land filling or land excavating to be undertaken prior to or during construction of the Project;
  - (b) The manner in which the drainage of stormwater is to be altered from its existing flow pattern and how it is to be managed or controlled;
  - (c) The nature of specific controls to prevent the discharge of soil or other sediments or effluent into any neighbouring watercourse during construction;
12. (1) The Developer shall submit detailed site plans for the neighbourhood commercial component, school site component, and multiple unit dwelling buildings and senior citizens' project sites to the Development Officer for review and no permit shall be issued from Town staff for any work associated with each specific site unless and until the Development Officer has approved the detailed site plans;
- (2) The detailed site plans shall include specific information on building heights, building dimensions, location and configuration of parking lots, grading plans, location of site disturbance lines, placement of service laterals in driveway cuts, methods proposed to minimize site disturbance as well as maximize tree retention during construction of building pads, areas of natural vegetation, landscaping details and private recreational space/facilities;
- (3) The detailed plans, including engineering as well as site plans, and any location certificates, shall conform to "the Plans" and a decision in that regard shall be made by the Development Officer.

**Construction**

13. (1) The Developer shall construct the Project in conformance with "the Plans" as well as in conformance with the detailed engineering plans and detailed site plans and in conformance with all other provisions of this Agreement and a decision in that regard shall be made by the Development Officer;
- (2) Design, approval and construction shall comply with all Federal and Provincial laws and all Town by-laws, regulations and policies with the exception that construction is exempted from the provisions of the Land Use and Subdivision By-laws of the Town to the extent provided for in this Agreement, or any amendments thereto;
- (3) The Developer agrees to provide daily onsite supervision during tree clearing, installation of services and the construction of building pads on lots which are to be provided in a foundation-ready state;
- (4) In the event that construction of the Project has not commenced, in the opinion of the Development Officer, within 18 months of the signing, by both parties, of this Agreement, this Agreement shall be null and void.

**Phasing**

14. (1) Development of the 20 acre parcel south of Kearney Run, as referred to in Development Agreement #94-04 and as shown on the Plans, shall not proceed unless and until the Development Officer advises the Developer in writing that the Mill Cove Sewage Treatment Plant has been expanded sufficient to handle development of the said 20 acre parcel;
- (2) The Developer shall be allowed to create no more than 100 residential units prior to the completion of collector Road N/I which is to run from Moirs Mill Road to Hammonds Plains Road.

**Security**

15. (1) The Developer shall deposit with the Development Officer security in the amount of \$50,000.00 by way of certified cheque or Letter of Credit prior to any street or servicing construction activity in relation to each particular phase of the Project to ensure:
- (a) the observation of all environmental measures and recommendations called for in the EPP; and

- (b) the completion of the construction of walkways/pathways as called for in the Plans, the provisions of this Agreement and Schedule "C"; and
- (2) In the event that the Developer, in the opinion of the Development Officer, fails to meet its obligations as outlined in subsection (1) above, the Town may use all or a portion of the said security to have the project comply, as nearly as possible, to the obligations outlined in subsection (1) above;
- (3) The security deposit mentioned in this section shall be refunded to the Developer at the time of endorsement of final subdivision approval for each particular phase, provided the obligations of the Developer as outlined in subsection (1) above have been satisfactorily met.
16. (1) The Developer shall deposit with the Development Officer security in the amount of \$1,500.00 per single unit dwelling and \$10,000.00 per multiple unit building, in the form of certified cheque or Letter of Credit, prior to any construction activity relating to multiple unit buildings or single unit buildings to ensure the Developer respects the site disturbance boundaries on individual building lots which site disturbance boundaries delineate where existing vegetation is to be maintained;
- (2) In the event that the Developer, in the opinion of the Development Officer, fails to use all reasonable efforts to respect site disturbance boundaries on such building lots, the Town may use all or a portion of the said security to purchase and plant vegetation in order to return the area, as nearly as is reasonably possible, to its natural state;
- (3) Security in relation to single unit dwellings and multiple unit buildings shall be retained by the Town and released on a piecemeal basis in proportion to the issuance of Occupancy Permits;
- (4) Notwithstanding all of the above, the Developer shall be credited with a reduction in the security required under this section according to the deposit the Developer is required to make in order to obtain Grade Alteration Permits.

#### **Amendments**

17. (1) Any substantial amendment to this Agreement shall be subject to the procedures provided for in the **Planning Act (Nova Scotia)**;

- (2) Amendments which are deemed by the parties to be not substantial are the following:
- (a) Any decrease in the gross density of the development;
  - (b) The conversion of the site which has been proposed for school or public recreational facility, in the event that the said site is not acquired by the Town, to further residential development subject to approval of detailed site plans for such residential development by the Development Officer in accordance with other clauses of this Agreement and in accordance with the policies of the Municipal Planning Strategy for the Town of Bedford;

#### **Offsite Development**

18. (1) The cost of all offsite development identified in this Agreement shall be the responsibility of the Developer;
- (2) Offsite development relating to this project includes:
- Any improvements deemed necessary by the Department of Transportation and Communications, as per Department of Transportation and Communication standards, relating directly to this development or more specifically, the intersecting of collector road N/1 and the Hammonds Plains Road;
- (3) In consideration of the sum of \$10.00 paid by the Developer to the Town, the receipt and sufficiency of which is hereby acknowledged, the Developer accepts its obligations under this section and acknowledges that execution of this Agreement is not contingent upon the Developer agreeing to this clause.
- (4) The developer agrees to contribute 25% of the cost of upgrading the Hammonds Plains Road between Basinview Drive and the Highway 102 intersection to a maximum of \$50,000. This cost contribution is in addition to #(2) above.

#### **General Provisions**

19. (1) The Developer and future lot owners shall maintain the Project or any portion thereof to the same standards that the Project or any portion thereof was constructed;

- (2) The Developer and future lot owners shall maintain and keep in good repair and free of ice and snow - any roads or walkways which are constructed pursuant to this Agreement and which have not been conveyed to the Town;
20. The Developer shall reimburse the Town for all legal costs and expenses incurred by the Town relating to the preparation of and registration of this Development Agreement such cost not to include any costs incurred by the Town in association with an appeal of this Agreement, or an appeal of any amendment to this Agreement, to the appropriate tribunal or the courts.
21. It is agreed that the provisions of this Agreement are severable one from the other and that the invalidity of any one particular provision shall not prejudice the validity of any other provision;
22. The schedules listed below, and attached to this Agreement, shall form part of this Agreement:
- (a) Schedule "A" - legal description of the lands;
  - (b) Schedule "B" - site plans, conceptual plans, supporting technical documents and renderings;
  - (c) Schedule "C" - special component requirements;
  - (d) Schedule "D" - architectural guidelines;
  - (e) Schedule "E" - parameters re modifications to street and servicing design standards;
  - (f) Schedule "F" - terms of reference for detailed stormwater management plan.
23. The Developer shall at all times indemnify and save harmless the Town from and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomever made, sustained, brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to acts or omissions of the Developer, its servants, agents or employees in the fulfilment of any of its obligations under this Agreement;
24. (1) This Agreement, or any substantial amendment thereto, shall not be entered into or signed by both parties until either the time of appeal pursuant to the **Planning Act** has elapsed with no appeal having been lodged, or any appeal which has been lodged has been

disposed of and has either not been appealed to the Court of Appeal or any such appeal to the Court of Appeal has been disposed of;

- (2) No permits, either Development, Building, or Grade Alteration, shall be issued until this Agreement has been entered into by both parties.
25. This Agreement may be reviewed within fifteen (15) years from the date of the execution of the Agreement and at that time the Town may, with the consent of the developer:
  - (a) leave the Agreement as is;
  - (b) negotiate a new agreement;
  - (c) discharge this agreement on the condition that the Developer's rights hereunder are preserved by accommodating these uses in the Municipal Planning Strategy and Land Use By-law of the Town.
26.
  - (1) Island open space shall be deeded to the Town within sixty (60) days of endorsement of final approval on the first plan of subdivision submitted to the Development Officer for approval for any portion of this Project;
  - (2) The remainder of the open space as indicated in the Plans shall be deeded to the Town within sixty (60) days of having been requested to do so in writing by the Development Officer providing that such request is subsequent to the deeding of island open space. The Development Officer may make such request on a phase by phase basis of the time of endorsement of final subdivision approval for each particular phase.
27. This Agreement shall be binding upon the parties thereto, their heirs, successors and assigns and shall run with the land which is subject to this Agreement.

DATED at Bedford, Nova Scotia, the day and year first above written.

SIGNED, SEALED AND  
DELIVERED  
IN THE PRESENCE OF:

[Redacted signature]

ANNAPOLIS BASIN GROUP INC.

[Redacted signature]

[Redacted signature]



SIGNED, SEALED AND  
DELIVERED  
IN THE PRESENCE OF:

[Redacted signature]

TOWN OF BEDFORD

[Redacted signature]

[Redacted signature]

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA, COUNTY OF HALIFAX

ON this 17th day of May, 1995, before me the subscriber, personally came and appeared Kelly MacNamara a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Dan English one of the parties hereto cause the same to be executed in its name and on its behalf and its corporate seal to be thereunder affixed in his/her presence.



A Barrister, Commissioner,  
Notary Public, etc. of the Province of Nova Scotia

RON G. SINGER  
Commissioner of the Supreme  
Court of Nova Scotia

## REMAINDER OF PARCEL L

## HAMMONDS PLAINS ROAD

## BEDFORD, NOVA SCOTIA

ALL that certain parcel of land on the southwestern side of Hammonds Plains Road in the Town of Bedford, County of Halifax, Province of Nova Scotia shown as Parcel L on a plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 64-39-0) showing Parcels L & M, Lands Conveyed to Bedford Village Properties Limited signed by Granville Leopold, N.S.L.S. dated June 27, 1977 and described as follows:

BEGINNING on the eastern boundary of Bi-Centennial Drive at the point of intersection of the northwestern boundary of lands now or formerly of R.A. Blackie;

THENCE N 13° 44' 39" W, 4,081.54 feet along the eastern boundary of Bi-Centennial Drive to a point of curvature;

THENCE northeasterly on a curve to the right which has a radius of 1,332.7 feet for a distance of 1,226.76 feet along the curved southwestern boundary of Bi-Centennial Drive to a point of curvature;

THENCE N 38° 59' 50" E, 2,104.32 feet along the southeastern boundary of Bi-Centennial Drive to an angle therein;

THENCE S 88° 43' 54" E, 280.33 feet along the southern boundary of Bi-Centennial Drive to an angle therein;

THENCE S 32° 05' 04" E, 165.87 feet along the southwestern boundary of Bi-Centennial Drive to an angle therein;

THENCE N 38° 59' 50" E, 175.18 feet along a southeastern boundary of Bi-Centennial Drive to an angle therein;

THENCE S 88° 43' 54" E, 211.27 feet along the southern boundary of Bi-Centennial Drive to its intersection with the southwestern boundary of Hammonds Plains Road;

THENCE S 32° 13' 20" E, 224.18 feet along the southwestern boundary of Hammonds Plains Road to an angle therein;

THENCE N 57° 54' 56" E, 22.18 feet along a southeastern boundary of Hammonds Plains Road to an angle therein;

THENCE S 32° 05' 04" E, 38.66 feet along the southwestern boundary of Hammonds Plains Road to a point of curvature;

THENCE southeasterly on a curve to the left which has a radius of 4,000.0 feet for a distance of 853.37 feet along the curved southwestern boundary of Hammonds Plains Road to a point of curvature;

THENCE S 41° 26' 36" E, 383.99 feet along the southwestern boundary of Hammonds Plains Road to its intersection with the northwestern boundary of Lake Drive;

THENCE S 48° 00' W, 63.21 feet along the northwestern boundary of Lake Drive to a point of curvature;

THENCE southwesterly on a curve to the left which has a radius of 200.0 feet for a distance of 132.65 feet along the curved northwestern boundary of Lake Drive to a point of curvature;

## Remainder of Parcel L (continued)

THENCE S 10° 00' W, 48.75 feet along the western boundary of Lake Drive to an angle therein;

THENCE S 21° 58' 42" W, 54.0 feet along the western boundary of Lake Drive to the High Water Mark of Paper Mill Lake;

THENCE northerly, southwesterly, northerly, southwesterly, southeasterly and easterly following the various courses of the High Water Mark of Paper Mill Lake to the western corner of Lot D-69; said Lot D-69 being more particularly shown on a plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 13-538-0) of survey of Lots D-62 to D-78 incl., Bedford Village Subdivision, Phase III B, Subdivision of Lands Conveyed to Annapolis Basin Pulp and Power Company Limited, signed by Granville Leopold, N.S.L.S. dated July 14, 1988;

THENCE S 42° 26' 00" E, 335.97 feet along the southwestern boundary of said Lot D-69, Parcel K and Lot D-68 to the southern corner of said Lot D-68 as shown on said Plan No. 13-538-0;

THENCE S 34° 00' 00" E, 180.00 feet along the southwestern boundary of Lot D-148 to the southern corner thereof, as shown on plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 70-263-B) of survey of Lots D-131 to D-166 incl., Bedford Village Subdivision, Phase III D, Subdivision of Lands Conveyed to Annapolis Basin Pulp and Power Company Limited, signed by Carl K. Hartlen, N.S.L.S. dated March 13, 1990;

THENCE S 55° 45' 00" E, 180.13 feet along the southwestern boundary of Lot D-147 to the northwestern corner of Lot D-143 as shown on said Plan No. 70-263-B;

THENCE S 01° 48' 00" E, 246.04 feet along the western boundary of said Lot D-143, Lot D-142 and Lot D-141 to the southwestern corner of said Lot D-141 as shown on said Plan No. 70-263-B;

THENCE S 10° 44' 00" W, 326.00 feet along the western boundary of Lot D-138, Moirs Mill Road (Parcel MMR-3) and Lot D-137 to the southwestern corner of said Lot D-137 as shown on said Plan No. 70-263-B;

THENCE S 79° 16' 00" E, 260.00 feet along the southern boundary of said Lot D-137, Lot D-136 and Lot D-135 to the southeastern corner of said Lot D-135 as shown on said Plan No. 70-263-B;

THENCE N 10° 44' 00" E, 115.00 feet along the eastern boundary of said Lot D-135 to a point of curvature as shown on said Plan No. 70-263-B;

THENCE northwesterly on a curve to the left which has a radius of 15.00 feet for distance of 23.56 feet along the curved northeastern boundary of said Lot D-135 to its intersection with the southern boundary of Moirs Mill Road (Parcel MMR-3) as shown on said Plan No. 70-263-B;

THENCE S 79° 16' 00" E, 80.00 feet along the southern boundary of Moirs Mill Road (Parcel MMR-3) to the northwestern corner of Lot D-134 as shown on said Plan No. 70-263-B;

THENCE southwesterly on a curve to the left which has a radius of 15.00 feet for a distance of 23.56 feet along the curved northwestern boundary of said Lot D-134 to a point of curvature as shown on said Plan No. 70-263-B;

## Remainder of Parcel L (continued)

THENCE S 10° 44' 00" W, 115.00 feet along the western boundary of said Lot D-134 to the southwestern corner thereof, as shown on said Plan No. 70-263-B;

THENCE S 79° 18' 00" E, 297.14 feet along the southern boundary of said Lot D-134, Lot D-133 and Lot D-132 to the southeastern corner of said Lot D-132 as shown on said Plan No. 70-263-B;

THENCE N 74° 00' 49" E, 123.28 feet along the southern boundary of Lot D-131 to the southeastern corner thereof, as shown on said Plan No. 70-263-B;

THENCE N 63° 51' 35" E, 113.99 feet along the southeastern boundary of Drainage Retention Area (Parcel P) to the southeastern corner thereof, as shown on said Plan No. 70-263-B;

THENCE S 33° 42' 14" E, 165.58 feet along the southwestern boundary of Block D-C to an angle therein, as shown on plan (Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 14-447-0) of survey of Block D-C, Bedford Village Subdivision, Subdivision of Lands Conveyed to Annapolis Basin Pulp and Power Company Limited signed by Carl K. Harten, N.S.L.S. dated August 21, 1989;

THENCE S 43° 17' 00" E, 498.66 feet along the southwestern boundary of said Block D-C to its intersection with the northwestern boundary of lands now or formerly of R.A. Blackie as shown on said Plan No. 14-447-0;

THENCE S 54° 52' 11" W, 2,905.34 feet along the northwestern boundary of said lands now or formerly of R. A. Blackie to the place of beginning.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64° 30' West.

ALSO those Islands situated in Paper Mill Lake as shown on said Plan No. 64-39-0, excepting the larger Island (3 acres more or less) nearest to Lake Drive.

SAID remaining portion of Parcel L including the islands situated in Paper Mill Lake (Excepting the island nearest to Lake Drive) containing an area of 247 acres more or less.

EXCEPTING therefrom those brooks, streams and various water courses which lie within the boundaries of the above described Remainder of Parcel L being vested to Her Majesty the Queen in right of the Province of Nova Scotia by virtue of Bill No. 115 (Environment Act).

EXCEPTING therefrom a block of land presently zoned Commercial Comprehensive Development District (CCDD) containing 25 acres more or less situated at the northern corner of the above described Remainder of Parcel L; said block of land having frontage on Bi-Centennial Drive and Hammonds Plains Road.

THE above described Remainder of Parcel L being a portion of Lands Conveyed to Annapolis Basin Pulp and Power Company Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 3633, Page 912 (Portion of Item No. 1).

  
Granville Leopold, N.S.L.S.  
Halifax, Nova Scotia  
March 24, 1995

**SCHEDULE "B"**

**The following site Plans, Conceptual Plans, Technical Documents and Renderings are filed in the Office of the Planning & Development Control Department.**

1. **Bedford Village RCDD Concept Plan dated May, 1994.  
(Scale 1:100)**
2. **Paper Mill Lake Area Traffic Impact Study, April 1994  
Streetwise Traffic Engineering**

# Schedule "B"



LAND USE TABLE

LOT TYPE	FRONTAGE	NUMBER OF UNITS	% OF TOTAL
SINGLE FAMILY	72'-75'	284	32.4
SINGLE FAMILY FLAG LOT	35'-40'	3	.1
SINGLE FAMILY	30'-32'	154	17.5
SEMI DETACHED		96	10.9
SINGLES WITH BASEMENT APARTMENTS	75'	28	3.2
MULTIPLE (APARTMENT)	100'	236	26.8
SENIOR CITIZENS UNITS	100'	80	9.1
TOTAL		881	100

DENSITY = TOTAL UNITS ÷ TOTAL AREA = 881 ÷ 221 = 4 UNITS PER ACRE

OPEN SPACE CALCULATIONS

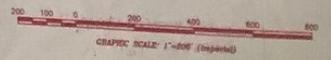
AREA OF LOTS	144.5 ACRES
GROSS AREA	221 ACRES
TOTAL OPENSAPCE AREA	49 ACRES
PARKLAND = 22.2% OF GROSS AREA	

LEGEND:

SINGLE FAMILY (72'-75')	SCHOOL SITE
SINGLE FAMILY (36'-40')	PROPOSED PUBLIC PARK / OPEN SPACE
FLAG LOTS	PROPOSED PRIVATE OPEN SPACE
SINGLE FAMILY/BASEMENT APTS.	ENVIRONMENTALLY SENSITIVE AREA
SEMI DETACHED	ROAD ROW
MULTI-FAMILY (APTS.)	SIDEWALK
SENIOR CITIZENS UNITS	WALKWAY TO BE PROVIDED BY DEVELOPER
COMMERCIAL	POTENTIAL WALKWAY SYSTEM
RCDD	SHARP
ROAD	SHORELINE
	STREAM
	PROPERTY BOUNDARY



**BEDFORD VILLAGE**  
**RCDD CONCEPT PLAN**  
 NORTH AND SOUTH OF PAPER MILL RUN  
 Scale: 1"=200' Date: May, 1994



**ACCESS**

- (a) As per "the Plans"; and
- (b) The location of the main collector road "N/1" shall be coordinated to ensure appropriate alignment and intersection with the proposed northwest/southeast collector street of the Crestview project.

**PARKING**

- (a) Requirements based on use as per Part 5 of General Provisions of the Town's Land Use By-Law; and
- (b) Parking lots for the multiple unit buildings and Senior Citizens Projects shall be located, where possible, at the rear or sides of the buildings so as not to be visible from the street. Parking lots adjacent to the street shall be screened by natural vegetation and/or landscaping.

**OPEN SPACE**

- (a) Natural open space to be provided in accordance with "the Plans"; and
- (b) The removal of vegetation, excavation, or any other form of site disturbance is prohibited within open space areas unless specifically provided for in this agreement; and
- (c) Four of the islands shown on the plans shall be deeded to the Town as open space; and
- (d) The open space shown on "the Plans" between Lots J-11 and J-12 shall provide public access to Paper Mill Lake and shall be deeded to the Town in its natural state. The Town agrees not to develop the site for park use or a walkway;
- (e) The pine bluff area adjacent to the senior citizens site, as shown on the Plans, shall remain undisturbed and in its natural state.

**SCREENING AND BUFFERING**

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- (a) As shown on "the Plans"; and
- (b) Screening and buffering of the multiple unit projects, seniors projects, neighbourhood commercial site, and school site from adjacent residential uses shall be shown on detailed site plans for these phases. Natural vegetation buffers shall be maintained, where possible, along the street frontages of the five large multiple unit buildings to screen the structures from the street.

**LANDSCAPING**

- (a) Street trees shall be provided (purchased and installed) by the Developer on both sides of all streets at the rate of two trees per standard single dwelling unit lot;
- (b) Notwithstanding (a) above, where, in the opinion of the Development Officer, sufficient tree retention is achieved within the front yard of any one individual lot, the Development Officer may exempt the Developer from the requirements of (a) above;
- (c) The Developer will, where possible, retain specimen trees within the street right-of-way;
- (d) Street trees, as called for above, shall be provided and installed as part of the secondary services for each subdivision phase of the Project and shall be completed before endorsement of final approval in relation to each particular phase.

**RECREATIONAL LAND**

- (a) The Developer shall construct the extension of the Major Path and Walkway System from the end of French Masts Lane to the Bicentennial Highway as per "the Plans".
- (b) The Developer shall construct a pathway through the parkland which lies between Road 'H' and Road 'K' as per "the Plans";
- (c) The Developer shall construct walkways connecting cul-de-sac streets and leading to parkland and open space areas as per the Plans and in accordance with Town standards;

- (d) The Developer agrees to construct a pathway across the causeway as a component of the Senior Citizen Site B. The developer agrees to enter into a lease agreement with the Town permitting public access along the causeway from Lake Drive to the Town owned swim area. The developer insists, however, that a provision be included within the lease agreement which permits for termination of the agreement if problems arise relative to the public access and if these problems are not rectified within a specified period of time after written notice is given to the Town.
- (e) The Developer shall deed the ball and soccer fields adjacent to the school site to the Town in a ready to use state by infilling the site and placing topsoil and hydroseed on the fill material. The Developer will insure the hydroseed is installed correctly and grows. The Town will be responsible for the maintenance of both fields once built.
- (f) The Developer shall clear underbrush and dead wood along the pathway in the park area adjacent to Kearney Run and provide two benches in two locations in this park;
- (g) Pathways as referred to in (a), (b) and (d) above shall be constructed as follows:
  - (i) Minimum of 5 feet in width - excepting the pathway in (d) which shall be a minimum of 6 feet in width;
  - (ii) Compacted gravel base;
  - (iii) Crusher dust surface.
- (h) The Developer agrees to deed the swim area shown on the concept plans to the Town subject to the Town agreeing to the following: a) limited development of the swim area site, b) the provision of limited parking, c) the retention of natural vegetation buffers adjacent to residential uses, d) commencement of the development of a major swim area at Sandy Lake prior to the development of the Paper Mill Lake swim area. A final site plan for the swim area shall be reviewed by Annapolis Basin Group Inc. prior to the deeding the area to the Town.
- (i) The developer agrees to deed Lots I-32 and I-33 shown on the concept plan the Town. The developer shall relocate these units elsewhere within the development project consistent with the development agreement.

**HEIGHT**

- (a) The height of the multiple unit buildings and Senior Citizens Projects shall not exceed three stories (defined as three habitable floors) except where site conditions indicate a four storey building (defined as four habitable floors) will minimize site disturbance by reducing the footprint of the building and/or infilling activity;
- (b) Detailed site plans for multiple unit buildings and Senior Citizens Projects shall conform to the requirements of the Residential Multiple Unit (RMU) zone in the Land Use By-Law.

**LOT AREA, FRONTAGE AND YARD**

- (a) Lot area and frontage requirements may be reduced to a maximum of 50% for small lot and zero lot line single detached units; and
- (b) Flag lots shall have a minimum of 30 feet of frontage; and
- (c) Minor modifications to yard requirements for residential units may be considered at the time of detailed site plan approval; and
- (d) The minimum separation distance between buildings for small lot and zero lot configurations shall be 12 (twelve) feet.

**WATERCOURSE PROTECTION**

- (a) All residential structures shall have a minimum setback of fifty (50) feet from any watercourse and there shall be no tree cutting or site disturbance within this fifty (50) foot buffer; and
- (b) All commercial structures shall have a minimum setback of one hundred (100) feet from any watercourse and there shall be no tree cutting or site disturbance within the 100 foot buffer.

**SITE DISTURBANCE AND TREE RETENTION**

- (a) Site disturbance areas for individual lots shall be identified at the time of detailed site/grading plan approval. These plans shall indicate areas where existing vegetation is to be maintained, areas to be protected from disturbance during the installation of services, construction of streets, and construction of buildings; and

- (b) All site disturbance lines shall be identified (with snow fence or other appropriate barrier) in the field prior to any tree cutting or excavation activity associated with the installation of services, street construction, or creation of building pads; and
- (c) The footprint of each proposed multiple unit building, seniors unit building, and neighbourhood commercial building shall be laid out in the field for review and assessment by the Development Officer with the benefit of a set of foundation plans, prior to any tree cutting activity on the site; and
- (d) The Developer shall attempt to maximize tree retention by locating service laterals in driveways and utilizing construction practises which enable maintenance of existing trees. Methods to be used include requiring construction equipment to access the small lot and zero lot line properties from a swath cut where the building pads are to be located rather than each front yard, and clearly marking and protecting all trees which could possibly be maintained.

### **STREET NETWORK**

- (a) Sidewalks shall be provided along one side of the extension of Moirs Mill Road and the main collector road "N/I" and any other collector streets within the project; and
- (b) The Developer shall construct the main collector road "N/I" with a sixty-six (66) foot right-of-way and a thirty (30) foot travel way; and
- (c) Cul-de-sac streets may be converted to loop or through streets - and vice versa - provided:
  - (i) All other conditions of this Development Agreement are met; and
  - (ii) That there is no increase in the number of cul-de-sacs as shown on the Plans.

## PAPERMILL LAKE RCDD

**DESIGN GUIDELINES FOR MULTIPLE FAMILY  
AND  
COMMERCIAL BUILDINGS****Visual Intent**

The intent of the following guidelines is to encourage creative design on each of the multiple family sites and the commercial site identified on the Concept Plan. In addition to creativity, these guidelines will provide for a range of common elements to provide some level of visual continuity throughout the project. Attention to design details is expected such that each building will, in and of itself, be architecturally unique yet visually in harmony with its neighbours. The following describes the range of materials and architectural features that will be permitted for each of the multiple family sites and the one commercial site.

**Exterior Materials**

The prominent exterior wall facing material shall be selected from one of the following:

- Clay masonry brick.
- Concrete split masonry.
- Cut stone masonry.
- Horizontal clapboard, wood product siding with between 4 to 6" exposed to the weather.
- Stained wooden shingles with between 4 to 6" exposed to the weather.

**Windows**

Windows shall be treated as individual openings in a wall surface maintaining the visual emphasis of the wall surface itself. Window openings shall be a maximum of 40% of the wall area. Continuous horizontal bands of glazing will not be acceptable. Windows shall be either fixed, casement or double hung windows.

**Roof Slope**

The predominant roof slope shall be 22.5° or steeper. Mansard roofs shall also be permitted but preference will be given to sloped roofs with pitches of 6:12 and up. Any roof mounted mechanical equipment or other protrusions shall be housed in an enclosure which is visually integrated into the roof design. Roof materials for sloping roofs shall be one of the following:

- Asphalt shingles
- Wood shingles or shakes
- Prefinished standing seam metal
- Natural or artificial slate
- Clay tiles.

**Colour**

The colour range of all primary wall surfaces will be of an earth tone or natural tone with complimentary colours for trim work: roofing, windows and other details.

**Height**

For the one commercial site, a maximum of two storeys, not including the roof structure, shall be permitted. For the multiple family residential buildings, the desired height will be three habitable floors, not inclusive of the roof structure necessarily, or where site conditions would suggest otherwise, a maximum of four habitable floors, not inclusive of the roof structure, shall be permitted.

**Siting**

Minimizing site disturbance will be a major factor in the siting of all buildings.

**Landscaping**

The landscaping requirements of the Town's Land Use By-Law for commercial and multiple family buildings and associated parking will apply.

**Signage**

Signage associated with the commercial and multiple family buildings will be designed and constructed as per the signage guidelines in the Mainstreet Commercial zone.

## PAPERMILL LAKE RCDD

PARAMETERS FOR MODIFICATION OF TOWN  
ENGINEERING STREET AND SERVICING DESIGN STANDARDS**Sewer Manholes**

1. Cleanouts or small diameters manholes shall not be considered at the present time, however, their possible use may be re-examined if information can be supplied which adequately addresses the concerns of structural integrity, access, location, extent of use, etc.
2. Manhole spacing may be increased to 500 ft.
3. The use of Tee-Manholes will be considered on a site specific basis, especially where large diameter pipe is proposed. The use of joint deflection will be considered on large diameter trunk sewers where the location does not conflict with other underground servicing.

**Sanitary Sewer System**

1. Each property must have its own sanitary lateral (i.e. pipe) as per Standard Drawing #SD-23 for single family attached, zero lot line housing, and single family detached. Common lateral trenches may be considered for those housing forms.
2. Preblasting of service laterals to the building line is encouraged.
3. Series 160-SDR-26 PVC is acceptable for use in sewer forcemains.
4. Off-street servicing will be considered on a site specific basis contingent upon the extent of site disturbance necessary

**Storm Sewer System**

1. PVC solid wall and ribbed PVC storm sewer pipe is acceptable.
2. Grease trap catchbasins will be considered on a site specific basis (where stormwater discharges to a watercourse, parking lots of multiple units buildings, environmentally sensitive areas, etc.).
3. Increased pipe velocities will be considered on a site specific basis.

4. Ground survey information must be submitted along with the engineering plans for all lots and adjacent lots/property where on-site ground discharge of roof leaders and/or footing drains is considered and each request will be dealt with on a site specific basis. Consideration of this modification will be site specific, dependent on how water is to be dispersed, and subject to the provision that stormwater is not discharged onto or across private property or excavated areas to get to a watercourse. All roof leaders discharging to the ground shall do so at least 10 ft. from the edge of the building.
5. Catchbasin spacing shall be as required by the Halifax County Storm Drainage Design Criteria Manual and catchbasins may connect directly into the main only if the main is 48" diameter or larger.

#### Street Design

1. Mountable curb as per Town of Bedford Standard Drawing #SD-26 is acceptable on local streets and cul-de-sacs. All streets constructed in Bedford shall have concrete curb and gutter and maintain the minimum slope behind the curb to the right of way.
2. Full cross slope on local streets may be considered on a very site specific basis.
3. Modification to the present standards pertaining to pavement and right-of-way widths may be considered on a site specific basis depending upon, but not limited to :
  - a) Requirement for on-street and off-street parking.
  - b) Number of proposed dwelling units on the street.
  - c) Allowable building setback from the street.
  - d) Estimated traffic volume on the street.
  - e) Street function (i.e. local street serving a "through traffic" function are excluded from consideration).
  - f) Provision of sidewalks.

Site specific examples that may be considered are:

- a) local one-way loop street may have a 20 ft. street width (face of curb to face of curb) if parking were limited to one side only.
- b) cul-de-sac for up to 20 units could have a street width of 22 ft. (face of curb to face of curb).
- c) local two way streets that are not through streets could have a street width of 28 ft. wide (face of curb to face of curb).

Where pavement widths are modified as outlined above, the right-of-way will be established 10 feet outside of the face of the curb.

4. 40 km design criteria based on comfort control criteria may be considered for local streets on a site specific basis.
5. Street grades in excess of 10% may be considered on a site specific basis but the 4% maximum grade from 30 metres prior to the intersection of the two centrelines shall be required.

**Other**

1. All walkways linking two streets shall be constructed to Town standards. Footpaths through parkland or connecting parkland may be crusher dust.
2. Fencing of footpaths in parkland shall not be required. Fencing on walkways connecting streets shall be constructed to Town standards.
3. Reverse grade driveways from the street line back will be permitted provided proper drainage is achievable and the requirements of the National Building Code are met.
4. The use of wolmanized sign posts shall be permitted depending on the submission of an approved drawing which includes concrete base (as per present Telspar base) with embedded steel for attaching wolmanized post.
5. Modification to the Town's requirement regarding sodding of street rights-of-way shall be considered on a site specific basis assuming that the original objectives for required sodding is achieved.

TERMS OF REFERENCE

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JUNE 1, 1994

STORM DRAINAGE REPORT  
PAPER MILL LAKE RCDD

With respect to development of the RCDD lands, it is the intent that the Developer will be responsible for design and installation of storm drainage systems to serve the development. The objectives of the design of the storm drainage systems will be to provide for adequate capacity for peak storm flows and to mitigate the affects of storm runoff from the project on the water quality of Paper Mill Lake.

Storm runoff from the RCDD lands will discharge to Paper Mill Lake and to Mill Run. Ultimately, the runoff will flow under the Bedford Highway discharging to Bedford Basin at Mill Cove. Several natural drainage routes exist on the property, created as a result of the irregular topography. Two primary natural tributaries to Paper Mill Lake exist within the bounds of the RCDD lands; Kearney Run, and an unnamed natural watercourse entering the west side of the lake adjacent to the proposed Senior Citizen complex. Any watercourses and drainage systems affected by development of the Paper Mill Lake RCDD lands shall be shown on the Storm Drainage Report drawings.

Within the foregoing context, the Storm Drainage Report for the Paper Mill Lake RCDD shall examine the affect of the development on Paper Mill Lake and the downstream drainage systems and recommend mitigation measures in order to achieve the objectives identified in the opening paragraph of the Terms of Reference.

The Storm Drainage Report will include a review of the background water quality sampling data which presently exists with discussion, where possible, of the correlation of the results with the timing of previous development activity which has utilized Paper Mill Lake as a discharge medium for storm runoff.

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Based on a review of the background samples, and identification of the major deleterious substances that may be present in the storm runoff, predictions shall be presented as to the reaction in the lake that may occur as related to the objective of mitigating the affects of storm runoff from the project on the water quality of Paper Mill Lake

While a variety of mitigative measures will be examined, it is recognized that permanent control facilities may be required. In this instance, the Town of Bedford would assume responsibility for the facilities at the completion of construction provided that the facilities have been constructed to the satisfaction of the Town.

The data to be included in the Storm Drainage Report shall include: topography (based on aerial mapping or surveying where available); existing drainage structures; records of pertinent easements and property boundaries (based on LRIS property mapping information); and, limits of existing and potential development (within the Town of Bedford development boundary) within the watershed.

The Storm Drainage Report will be structured to recognize three distinct development phases as related to storm runoff water quality.

- (i) Roadway, service systems and initial lot grading construction activity performed by the Developer leading to endorsement of final subdivision approval.
- (ii) Lot grading, excavation, and landscaping activity performed by the builders and homeowners during and immediately after home construction leading to a "mature" subdivision.
- (iii) Ongoing longterm storm runoff water quality as related to a mature, landscaped developed project.

Analysis shall take place and mitigation measures proposed for each of the above three development phases.

Without limiting the scope of mitigation measures that may be proposed, example techniques that may be considered include:

- diversion of "first flush" stormwater from a portion of the RCDD lands such that it does not enter directly into Paper Mill Lake.
- underground permanent filter systems.
- buffer retention surrounding Paper Mill Lake.
- customized conditions for landscaping to be administered through the Grade Alteration By-Law.

Mitigative measures, and in particular, any proposed permanent control facilities, shall be examined with respect to:

- (a) Normal operation and maintenance of the system components of the mitigation measures;
- (b) Safety implications of the systems to be constructed; and
- (c) Implementation schedule recognizing that the project will be developed in phases.