



P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No. 10.1.1(i)**  
**Halifax and West Community Council**  
**July 16, 2024**

**TO:** Chair and Members of Halifax and West Community Council

**FROM:** Original Signed  
Jacqueline Hamilton, Executive Director of Planning and Development

**DATE:** June 26, 2024

**SUBJECT:** **PLANAPP 2023-00563: Development Agreement for 870 and 874/876 Herring Cove Road, Herring Cove**

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**SUPPLEMENTARY REPORT**

**ORIGIN**

Application by Brighter Community Planning and Consulting on behalf of Lands and Yards Developments.

**EXECUTIVE SUMMARY**

Brighter Community Planning and Consulting has applied to develop 37 new residential lots on new public streets in Herring Cove and notice of motion was given at Halifax and West Community Council on May 14, 2024. Since then, a plan of subdivision was registered with the Land Registration Office that created new lots for the existing dwellings at 870 and 874/876 Herring Cove Road and left a large remainder parcel. The proposed development agreement allowed for this subdivision to occur, however it contained references to the existing dwellings to provide for their existing rights and prevent the creation of a non-conforming situation, and these are no longer necessary. Therefore, staff recommend that the Halifax and West Community Council approve the revised development agreement as set out in Attachment A of this Supplementary Report, which excludes reference to the existing dwellings but contains no other changes otherwise.

**RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A of this Supplementary Report; and
2. Require the development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND / DISCUSSION**

Brighter Community Planning and Consulting has applied for a development agreement to allow for 37 new residential lots on new public streets in Herring Cove. This request was given notice of motion at Halifax and West Community Council on May 14, 2024.

On June 7, 2024, a plan of subdivision (SUBDIV 2023-01005) was registered with the Provincial Land Registration Office that removes portions of the subject site which contain two existing dwellings (870 and 874/876 Herring Cove Road). The new lots containing the residential dwellings (Lot 23-1 and Lot 23-2) were assigned new PIDs through the subdivision process, and the remaining lands maintain the original PID. Therefore, the PIDs included in the description of the Lands in the proposed development agreement remain correct. However, the proposed development agreement included provisions to allow the existing dwellings as part of the overall development. The dwellings are no longer located within the boundaries of the proposed development agreement and the development agreement has been revised to remove all references to the existing dwellings.

In particular, the civic addresses on the first page of the proposed development agreement have been removed, as they no longer correspond with the PIDs that make up the area subject to the development agreement, and the following clauses have been removed from Part 3 of the proposed development agreement:

*3.3.2 The use of the Lands permitted by this Agreement shall also include the existing dwellings at 870 Herring Cove Road and 874/876 Herring Cove Road. These existing dwellings shall not be included in the permitted maximum of 56 main dwelling units.*

*3.4.2 The existing dwellings at 870 Herring Cove Road and 874/876 Herring Cove Road shall continue to comply with the provisions of the HCR (Herring Cove Residential) zone contained within the applicable Land Use By-Law.*

*3.7.2 Subdivision of the existing dwellings at 870 Herring Cove Road and 874/876 Herring Cove Road from the Lands identified on Schedule B shall be permitted through this Agreement and in accordance with the provisions of the Regional Subdivision By-law.*

Despite being located on the subject properties, the existing dwellings were not intended to be a component of the new residential subdivision as enabled through Policies RES-2C, RES-2D and RES-2E of the Planning District 5 (Chebucto) MPS (Municipal Planning Strategy). It was necessary to include the above clauses in the proposed development agreement to prevent the creation of a non-conforming situation, to provide for the existing development rights of the HCR zone, and to allow subdivision of the dwellings from the area of development (Schedule B) in the future. However, the dwellings are no longer located within the boundaries of the proposed development agreement, therefore those clauses are not necessary. The removal of the references to the existing dwellings does not impact the provisions of the proposed development agreement pertaining to the 37 lot residential subdivision. No other changes to the agreement were made.

For more information, please see the [staff report](#) dated April 26<sup>th</sup>, 2024.

## **FINANCIAL IMPLICATIONS**

The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this development agreement. The administration of the development agreement can be carried out within the approved 2024-2025 operating budget for Planning and Development.

## **RISK CONSIDERATION**

There are no significant risks associated with the recommendations contained within this report. The references to the existing dwellings were included in the original development agreement to prevent a non-conforming situation. The removal of those references is not anticipated to have any impacts on the proposed development. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Background/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. Further information regarding community engagement is contained in with the staff report dated April 26, 2024.

## **ENVIRONMENTAL IMPLICATIONS**

No additional concerns were identified beyond those raised in the April 26, 2024 staff report, referenced in the background/discussion section above.

## **LEGISLATIVE AUTHORITY**

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

## **ALTERNATIVES**

1. Halifax and 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 N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and 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 N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

## **ATTACHMENTS**

Attachment A: Revised Proposed Development Agreement

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Report Prepared by: Claire Tusz, Planner II, 902.430.0645

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## Attachment A: Revised Proposed 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 PIDs 40074544, 40075087, and 40074551 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement to allow for the subdivision of 37 residential building lots on new public streets on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies RES-2C, RES-2D, and RES-2E of the Planning District 5 (Chebucto) Municipal Planning Strategy and Section 11 of the Planning District 5 (Chebucto) Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP 2023-00563;

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

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## **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 amended from time to time.
- 1.2.2 Variances may be considered in accordance with Section 250 of the Halifax Regional Municipality Charter.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

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

### **1.5 Costs, Expenses, Liabilities and Obligations**

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

### **1.6 Provisions Severable**

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

## **1.7 Lands**

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

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

## **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 PLANAPP 2023-00563:

Schedule A	Legal Description of the Land(s)
Schedule B	Concept Plan

### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to any site work or grade alteration, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Plan of Survey of approved subdivision of 37 residential lots, which shall generally comply with Schedule B and Section 3.7 of this Agreement.

- 3.2.2 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

- 3.3.1 The use(s) of the Lands permitted by this Agreement are a maximum of 56 main dwelling units as identified on Schedule B, including the following:

- (a) Single unit dwellings;  
(b) Two-unit dwellings;  
(c) Secondary and backyard suites, in conformance with the applicable Land Use By-law;  
(d) Home occupation uses in conjunction with permitted dwellings, in conformance with the applicable Land Use By-law;  
(d) Accessory buildings, in conformance with the applicable Land Use By-law; and  
(e) Conservation uses.

- 3.3.2 Secondary and backyard suites shall not be considered main dwellings or main dwelling units and shall not be included in the permitted maximum of 56 main dwelling units.
- 3.3.3 No more than one total secondary or backyard suite shall be permitted on a lot.
- 3.3.4 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 applicable Land Use By-law, as amended from time to time.

### **3.4 Building Siting**

- 3.4.1 The siting of the dwellings shall comply with the provisions of the HCR (Herring Cove Residential) zone contained within the applicable Land Use By-law, as amended from time to time. The following zone requirements shall be permitted by this Agreement and apply to the Lands identified on Schedule B:
  - (a) The minimum lot frontage shall be 18.39 metres (60 feet);
  - (b) The minimum lot area shall be 557.42 square metres (6000 square feet); and
  - (c) No development shall be permitted within the non-disturbance areas as shown on Schedule B.

### **3.5 Non-Disturbance Area**

- 3.5.1 Non-disturbance areas shall be applied to the Lands as identified on Schedule B, which shall include the rear portions of some individual lots and the entirety of the common open space. The non-disturbance area shall not apply to the HRM parkland parcel.
- 3.5.2 No development, tree removal or grade alteration shall be permitted within the non-disturbance areas as identified on Schedule B, except where approved in writing by the Development Officer for the following:
  - (a) Trail development;
  - (b) To remove fallen trees or dead debris that poses a fire or safety risk; or,
  - (c) 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.
- 3.5.3 Prior to granting approval for any removal pursuant to 3.6.1 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.
- 3.5.4 If trees are removed or tree habitat is damaged beyond repair in the non-disturbance areas as identified on Schedule B, 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.
- 3.5.5 Where trails are permitted within the non-disturbance area under this Agreement, they shall not exceed a width of three (3) metres (9.84 feet).

### **3.6 Common Open Space**

- 3.6.1 A common open space parcel shall be provided as generally shown on Schedule B of this Agreement.
- 3.6.2 The uses permitted on the common open space parcel shall include conservation uses and passive recreation.
- 3.6.3 The common open space parcel shall maintain a minimum of 6.1 metres of public road frontage for the purpose of providing access to the parcel.
- 3.6.4 The common open space parcel shall remain permanently undisturbed, as described in Section 3.5 of this Agreement.

### **3.7 Subdivision of the Lands**

- 3.7.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law following Land Registration of this Agreement and the Development Officer shall grant subdivision approval subject to and in accordance with the terms and conditions of this Agreement.

### **3.8 Parkland**

- 3.8.1 Park land dedication shall be as generally shown on Schedule B.
- 3.8.2 Parkland shall have minimum 30 m frontage on a publicly maintained street right-of-way.
- 3.8.3 Parkland shall meet both the “usable land” definition and HRM Parkland Quality of Land Criteria as found in the HRM Regional Subdivision By-Law.
- 3.8.4 Outstanding parkland dedication after credit for land shall be in the form of either cash-in lieu, work of equivalent value, or both.

### **3.9 Outdoor Lighting**

- 3.9.1 Lighting shall be directed to driveways, parking areas, building entrances, and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.10 Signs**

- 3.10.1 The sign requirements shall be accordance with the applicable Land Use By-law, as amended from time to time.
- 3.10.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.
- 3.10.3 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 3.10.4 Signs shall only be externally illuminated.
- 3.10.5 A maximum of one ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq. m.). 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.

### **3.11 Temporary Construction Building**

3.11.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.12 Reinstatement**

3.12.1 All disturbed areas shall be reinstated to original condition or better.

## **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 Site Preparation in a Subdivision**

4.3.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer.

### **4.4 Sidewalk Connections**

4.4.1 Sidewalks shall be provided along a minimum of one side of all new public streets created through this agreement, as shown on Schedule B, in consultation with the Development Engineer.

4.4.2 For further clarification, a sidewalk connection shall be provided along the road frontage of the Parkland parcel as shown on Schedule B.

4.4.3 A sidewalk connection shall be provided from Glen Baker Drive to the nearest transit stop in consultation with the Development Engineer.

## **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 Archaeological Monitoring and Protection**

5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

## **5.4 Sulphide Bearing Materials**

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

# **PART 6: AMENDMENTS**

## **6.1 Non-Substantive Amendments**

6.1.1 The following items are considered by both parties to be non-substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:

- (a) Changes to the signage provisions as detailed in Section 3.10 of this Agreement;
- (b) Minor changes to the lot layout that do not increase the number of lots and number of main dwelling units, and do not reduce the amount of non-disturbance area or common open space;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (d) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4.3 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 four (4) 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.

- 7.3.2 For the purpose of this section, commencement of development shall mean application for final subdivision approval.

For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer.

## **7.4 Completion of Development**

- 7.4.1 Upon the completion of the whole development, 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) discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and 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 acceptance of primary services.

- 7.4.3 In the event that development on the Lands has not been completed within seven (7) 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 seven (7) 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.

## **ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **7.6 Enforcement**

7.6.1 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.

### **7.7 Failure to Comply**

7.7.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 60 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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date Signed: \_\_\_\_\_

=====

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

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

MAYOR

Date signed: \_\_\_\_\_

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

MUNICIPAL CLERK

Date signed: \_\_\_\_\_

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.

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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.

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A Commissioner of the Supreme Court  
of Nova Scotia

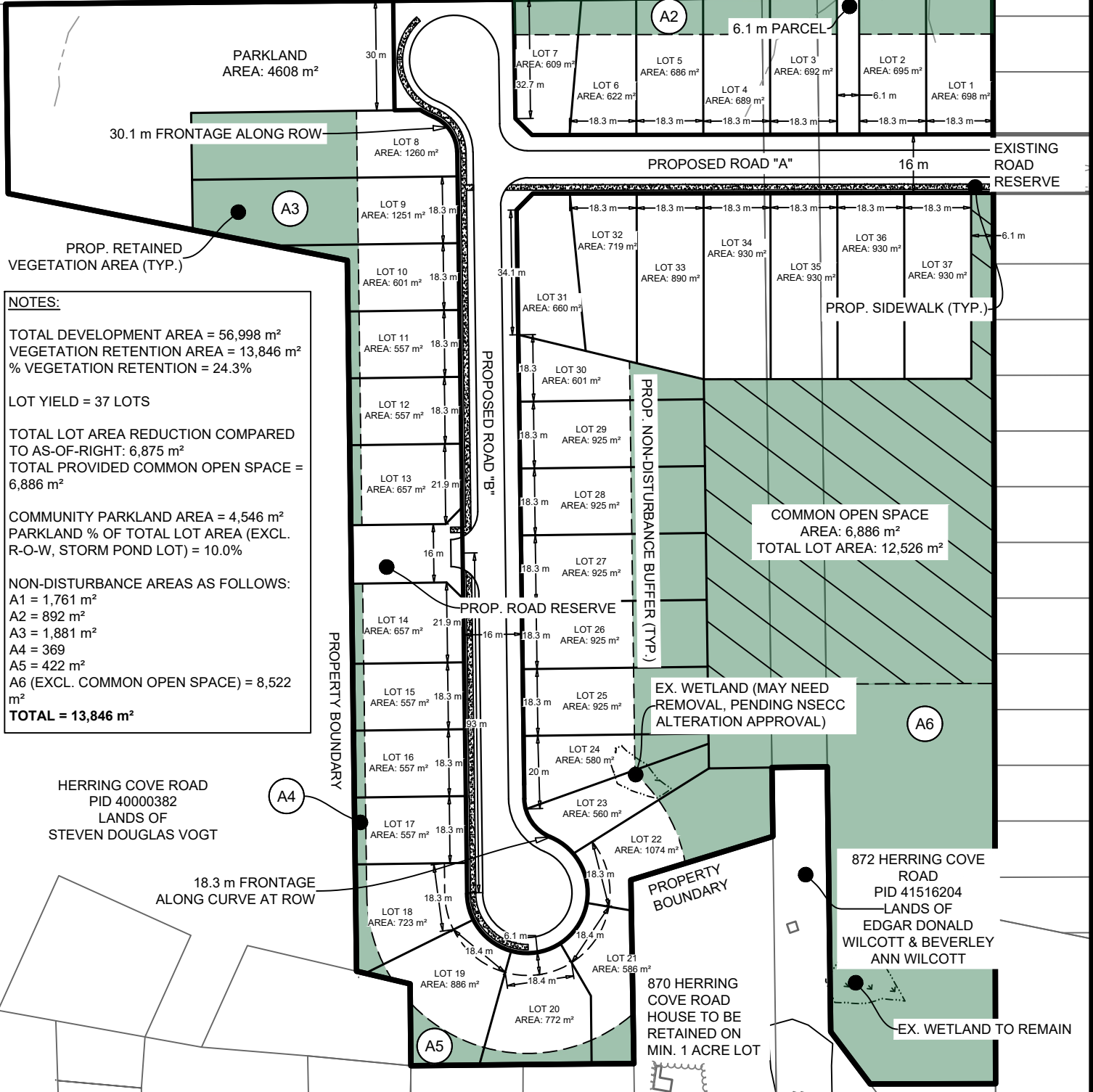
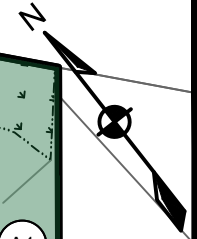
# Schedule B

1277 JOHN BRACKETT DRIVE  
PID 40601023  
LANDS OF

NS DEPARTMENT OF NATURAL RESOURCES  
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA

EX. WETLAND TO REMAIN

APPROXIMATE LIMIT OF  
STORMWATER POND



**NOTES:**

TOTAL DEVELOPMENT AREA = 56,998 m<sup>2</sup>  
VEGETATION RETENTION AREA = 13,846 m<sup>2</sup>  
% VEGETATION RETENTION = 24.3%

LOT YIELD = 37 LOTS

TOTAL LOT AREA REDUCTION COMPARED  
TO AS-OF-RIGHT: 6,875 m<sup>2</sup>  
TOTAL PROVIDED COMMON OPEN SPACE =  
6,886 m<sup>2</sup>

COMMUNITY PARKLAND AREA = 4,546 m<sup>2</sup>  
PARKLAND % OF TOTAL LOT AREA (EXCL.  
R-O-W, STORM POND LOT) = 10.0%

NON-DISTURBANCE AREAS AS FOLLOWS:

- A1 = 1,761 m<sup>2</sup>
- A2 = 892 m<sup>2</sup>
- A3 = 1,881 m<sup>2</sup>
- A4 = 369
- A5 = 422 m<sup>2</sup>
- A6 (EXCL. COMMON OPEN SPACE) = 8,522 m<sup>2</sup>
- TOTAL = 13,846 m<sup>2</sup>**

HERRING COVE ROAD  
PID 40000382  
LANDS OF  
STEVEN DOUGLAS VOGT

18.3 m FRONTAGE  
ALONG CURVE AT ROW

PROPERTY BOUNDARY

PROP. ROAD RESERVE

PROP. NON-DISTURBANCE BUFFER (TYP.)

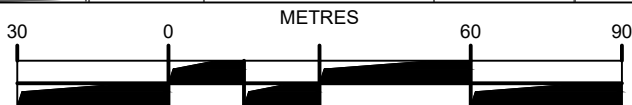
EX. WETLAND (MAY NEED  
REMOVAL, PENDING NSECC  
ALTERATION APPROVAL)

PROPERTY BOUNDARY

870 HERRING  
COVE ROAD  
HOUSE TO BE  
RETAINED ON  
MIN. 1 ACRE LOT

872 HERRING COVE  
ROAD  
PID 41516204  
LANDS OF  
EDGAR DONALD  
WILCOTT & BEVERLEY  
ANN WILCOTT

EX. WETLAND TO REMAIN



1:1500

**DESIGNPOINT**  
engineering • surveying • solutions