

HALIFAX

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Item No. 10.1.2

North West Community Council
January 12, 2026 Public Hearing
December 8, 2025 First Reading

TO: Chair and Members of North West Community Council

FROM: Erin MacIntyre, Acting Executive Director of Planning and Development

DATE: November 21, 2025

SUBJECT: **PLANAPP 2024-00911: Development Agreement for a commercial recreation use at 5933 Prospect Road, Big Lake**

ORIGIN

Application by Charles Freeman Architect.

EXECUTIVE SUMMARY

This report recommends approval of a development agreement to allow for a commercial recreation use referred to a Stargazing Park on the lands at 5933 Prospect Road, Big Lake. The proposed development agreement consists of several components:

- Abbey Ridge Observatory;
- a combination of rental cabins, bunk house observatory rentals and walk-in tent sites with the option to replace the rental cabins with recreational vehicle (RV) sites;
- a café;
- a boathouse;
- Stargazing Lodge which will consist of washroom facilities, a community hall and kitchen, and a craft shop; and
- a single-unit dwelling with access provided via Prospect Road

Policies RB-11, IM-6 and IM-11 of the Planning District 4 (Prospect) Municipal Planning Strategy allow for the consideration of this proposal by development agreement. Staff recommend that North West Community Council approve the proposed development agreement.

RECOMMENDATION

It is recommended that North West Community Council:

1. Give notice of motion to consider the proposed development agreement, as set out in Attachment A, to permit a commercial recreation use (Stargazing Park) and schedule a public hearing;

RECOMMENDATION CONTINUES ON THE FOLLOWING PAGE

2. Give First Reading to consider the proposed amendments to the Land Use By-law for Planning Districts 4, as set out in Attachment B, to address a housekeeping matter and schedule a public hearing which shall be held concurrently with that indicated in Recommendation 1.
3. Adopt the amendments to the Land Use By-law for Planning District 4, as set out in Attachment B of this report.

Contingent upon the amendment to the Planning District 4 Land Use By-law being approved by Community Council and becoming effective pursuant to the requirements of the *Halifax Regional Municipality Charter*, it is further recommended that North West Community Council:

4. Provisionally approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A; and
5. 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

Charles Freeman Architect, on behalf of Stargazing Nova Scotia, has applied to enter into a development agreement to permit a commercial recreation use (Stargazing Park) at 5933 Prospect Road in Big Lake. The proposal is focused on the Abbey Ridge Observatory¹ which as part of this proposed development is intended to be relocated from its original location at Stillwater Lake in Nova Scotia to the subject property. The Abbey Ridge Observatory is a dome structure that contains a 14-inch telescope that can be used for both day and nighttime tours and for general astronomy purposes. To support the Abbey Ridge Observatory, the developer has proposed several supporting land use activities, including rental cabins, walk-in tent sites, a stargazers lodge complete with a community hall and kitchen facilities and a café, together making up the proposed Stargazing Park. Stargazing Park will be accessed from the western side of Prospect Road and is bordered by Big Lake to the north and a substantial wetland to the south.

Subject Site	5933 Prospect Road (PID 40873184)
Location	Located off Prospect Road, north of the Prospect Road and McGraths Cove intersection, north of East Dover and northeast of Peggy's Cove
Regional Plan Designation	Rural Commuter (RC) under <i>Regional Municipal Planning Strategy</i>
Community Plan Designation (Map 1)	Dual designated Rural Residential A (RRA) and Residential B (RB) under the Planning District 4 (Prospect) Municipal Planning Strategy
Zoning (Map 2)	Dual zoned RRA-1 (Rural Residential A-1) and RB-1 (Residential B-1) under the Planning District 4 (Prospect) Land Use By-law
Size of Site	Approximately 10.4 hectares (25.6 acres)
Street Frontage	Approximately 355metres (1164.7 feet)
Current Land Use(s)	Asphalt driveway(s), parking areas, and the relocated Abbey Ridge Observatory telescope
Surrounding Use(s)	Tourist lodge located on the north shore of Big Lake and residential uses along the east shore. Residential uses are located beginning north of subject lands on along the west and east sides of Prospect Road extending to Blind Bay Provincial Park which is located northeast of the subject property on Prospect Road. Additional

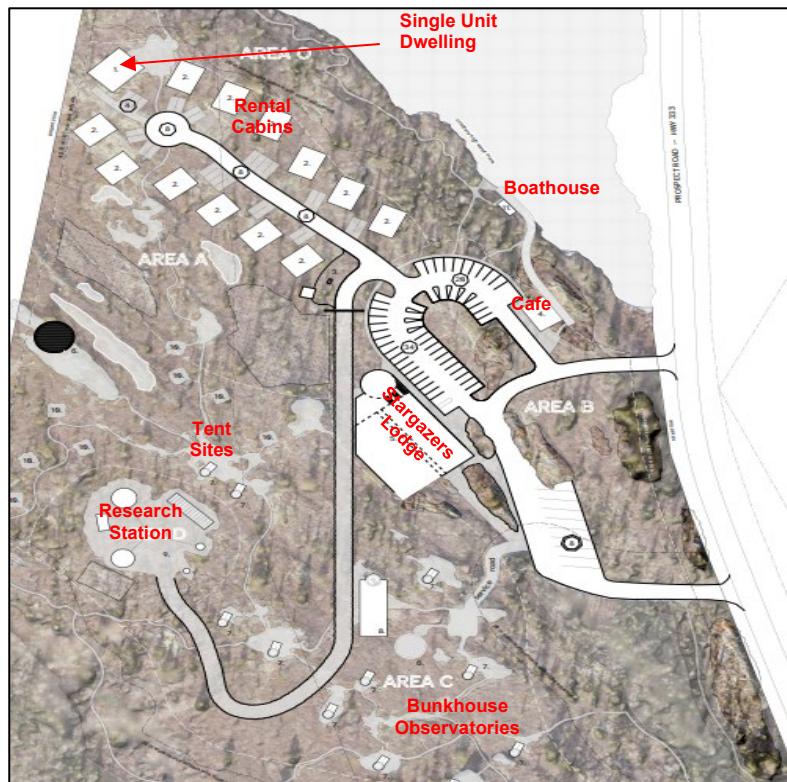
¹ Abbey Ridge Observatory is a robotic astronomical observatory built in 2003 and named for the granite ridge along Abbey Road, Stillwater Lake, Nova Scotia, where it was originally sited.

	residential uses are also located to the south of the subject property, which is within a seven-minute drive to Peggy's Cove and the Granite Springs Golf Course.
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Proposal Details

The applicant proposes to develop a commercial recreation use (Stargazing Park) at 5933 Prospect Road in Big Lake in accordance with Policies RB-11, IM-6 and IM-11 of the Planning District 4 (Prospect) Municipal Planning Strategy (MPS) through the provisions of a development agreement. The major aspects of the proposal are as follows:

- The Abbey Ridge Observatory, which includes the relocated telescope;
- A Stargazers Lodge which will consist of a visitor's centre with planetarium, museum, washrooms with showers, a community hall and kitchen for banquets, fairs, symposia and lectures, as well as a craft shop;
- An analog research station where researchers can grow plants and astronauts can train in habitations to simulate environments;
- A single-unit dwelling with the intention to be utilized as the owner's or caretaker's residence;
- A maximum of 12 rental cabins, with the option to replace 1 rental cabin with 2 recreational vehicle (RV) sites;
- A maximum of 20 walk-in tent sites;
- A maximum of 12 bunk house observatories (rentals), each with a dedicated telescope;
- A café;
- A boathouse with boardwalk access; and
- Walking trails, Sky Circle look off decks.



Source: Site Plan prepared by Charles Freeman Architect, submitted as part of PLANAPP-2023-00911

Enabling Policy and LUB Context

The subject property is dual-designated RRA (Rural Residential A) at the rear of the property and RB (Residential B) along Prospect Road, under the Planning District 4 (Prospect) Municipal Planning Strategy (MPS). The site is also dual-zoned RRA-1 (Rural Residential A-1) at the rear of the property and RB-1 (Residential B-1) along Prospect Road, under the Planning District 4 (Prospect) Land Use By-law (LUB). The RB-1 zone permits residential uses such as single-unit dwellings, shared housing use with 10 or fewer bedrooms in conjunction with a permitted dwelling unit and home business uses. The zone also permits community uses, specifically open space uses, and commercial uses including craft shops and short-term bedroom rentals accessory to a residential use with up to six bedrooms. Additionally, the zone permits resource uses such as fishery support uses, aquaculture support uses and agricultural uses.

The RRA-1 zoning permits similar uses to the RB-1 zone including residential uses such as single-unit dwellings, two-unit dwellings, auxiliary dwelling units within single-unit dwellings, shared housing use with 10 or fewer bedrooms in conjunction with a permitted dwelling unit and home business uses. Open space uses are permitted as community uses, and resource uses including fishery support uses and agricultural uses.

Policy RB-11, in accordance with applicable criteria of Implementation policy IM-6 of the Planning District 4 (Prospect) MPS enables Council to consider commercial recreation uses through the provisions of a development agreement. Implementation policy IM-6 enables the consideration of uses on abutting designations by development agreement for the purpose of providing for the development of similar uses on properties which abut one another. In this scenario, the subject property itself is dual-designated which allows for the consideration of commercial recreation uses on the front portion of the property through the application of policy IM-6, which allows for the consideration of similar uses on the entirety of the subject property. Given the vast amount of undeveloped land situated throughout the Residential B and Rural Residential A Designations, commercial recreation uses are able to be suitably located. These activities, however, can also have an impact on the surrounding community in terms of noise, dust, litter, traffic and visibility. Given the size and potential impact of such facilities on the surrounding area, these uses will only be permitted by development agreement.

DISCUSSION

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

Proposed Development Agreement

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

- Permitted uses;
- Definitions specific to the agreement and permitted land uses;
- Details provisions for land uses;
- Architectural requirements;
- Parking areas, circulation and access;
- Landscaping requirements;
- Sign provisions;
- Environmental protection measures; and
- Non-substantive amendments including changes to the landscaping, parking, architectural requirements and time extensions for commencement and completion.

The attached proposed development agreement will allow for a commercial recreation use (Stargazing Park), subject to the controls identified above. Of the matters addressed by the proposed development

agreement to satisfy the MPS criteria as shown in Attachment C, the following have been identified for detailed discussion.

Minimizing Impact on Natural Environment

Policy RB-11(a) of the Planning District 4 (Prospect) MPS states that Council may, in consideration of a development agreement, have regard for the potential impact of the proposed development on the natural environment and in particular, potential effects on watercourses.

The applicant is aware of the sensitivity of the natural environment on the subject property and has placed most land uses on the granite barrens for the sake of preserving the maximum area of vegetation. Larger scale uses such as the Stargazing Lodge, Abbey Ridge Observatory, rental cabins or alternative RV sites, and the single-unit dwelling have been located on these granite barrens. The proposed walking trails, walk-in tent sites, Sky Circle look-off decks, bunk house observatory rentals and the Analog Research Station have been located to exert minimum burden on the ecosystem. To minimize the negative effects on watercourses located on the subject property, the required 20 metre buffer will be provided along Big Lake on the north side of the site and the large wetland, which is contiguous with a watercourse, on the south side of the site.

Implementation Policy IM-11(d), states that Council shall have appropriate regard that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, location of watercourses, marshes or bogs and susceptibility to flooding. The proposed development aims for highly suitable treatment (materials, construction, design), when it comes to the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs across the site, when locating and developing any proposed structures, including trails and decks by placing the development, where possible, on the granite barrens, and respecting the required 20-metre buffer along Big Lake and identified wetlands and watercourses.

Traffic And Transportation Impact

Policy RB-11(c) states that Council may, in consideration of a development agreement, have regard for the impact of the proposed use on the existing road network in terms of traffic generation and vehicular and pedestrian safety.

A Traffic Impact Statement (TIS) was submitted in support of this application and reviewed by HRM Development Engineering and NS Department of Public Works (NSDPW) as Prospect Road is a Provincially owned and maintained road. NSDPW had no concerns with the TIS but did provide advisory comments to the applicant. These advisory comments noted that an approved NSDPW Work Within Highway Right-of-Way Permit would be required to install any new driveway or modify the existing driveway at the permitting stage along a provincial road, as well as to build any structure within 100 metres (328 feet) of the centreline of Prospect Road. The applicant is proposing to locate a second access about 100 metres (328 feet) north of the existing access along Prospect Road and has been issued a Work Within Highway Right-of-Way Permit from NSDPW. Structures, including buildings, foundations, retaining walls, fences, decks and asphalt parking are not permitted within 5 metres (16.4 feet) of NSDPW right-of-way boundaries.

Implementation Policy IM-11(b)(iv) states that Council shall have appropriate regard and that the proposal is not premature or inappropriate by reason of the adequacy of road networks leading to or within the development. The TIS found that traffic generated by the development will be relatively modest and that there will not be a significant impact to Prospect Road or the surrounding road networks. Implementation Policy IM-11(c)(iii) further states that Council shall have appropriate regard and that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of traffic generation, access to and egress from the site, and parking. The TIS findings advise that separate access to and egress from the site must be located a minimum of 75 metres (246 feet) apart and that the driveways must meet the requirements for a commercial driveway width.

Sewer and Water Servicing

Policy RB-11(g) states that Council may, in consideration of a development agreement, have regard for the location and level of treatment of any proposed sewage treatment plant. A treatment plant will not be developed and instead sewage will empty from building drains by gravity or pumping into private waste disposal systems which will be required to be approved by the NS Department of Environment and Climate Change. Where feasible, existing vegetation will be reinstated near and on top of these systems. Implementation Policy IM-11(b)(ii) states that Council shall have appropriate regard that that the proposal is not premature or inappropriate by reason of the adequacy of on-site sewerage and water services. Potable water will be provided from wells located on site or rainwater cisterns and will require Provincial approval from the NS Department of Environment and Climate Change.

Reducing Land Use Conflicts

Implementation Policy IM-11(c)(i)(ii)(v) states that Council shall have appropriate regard and that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of type of use; height, bulk and lot coverage of any proposed building; and signs.

The proposed Stargazing Park use proposes to locate the most intense uses, the Stargazers Lodge, the café and proposed parking area, clustered on the flattest area in the north-eastern portion of the subject property (see Schedule B of the development agreement) where they are hidden from view from Prospect Road and neighbouring properties by means of natural berms. Controls have been placed in the development agreement to reduce conflict by way of height, bulk and lot coverage of all proposed buildings. Buildings have been located so they do not dominate the views. The cabins and single-unit dwelling have been clustered together along a cul-de-sac driveway with associated parking in the northwest corner of the subject property. The Abbey Ridge Observatory, Sky Circle look-off decks, walk-in tent sites and bunk house observatory rentals are located in the southern and western portions of the subject property. The Analog Research Station will be located near the proposed bunk house observatory rentals and walk-in sites. Signage, with the exception of one ground sign at each entrance and directional, informational or wayfinding signage are permitted as per the regulations of the development agreement and the Planning District 4 (Prospect) LUB.

In addition to the Implementation Policy consideration of the reduction of land use conflicts, Policy RB-11(b) states that Council may, in consideration of a development agreement, have regard for potential of the proposal adversely affect nearby residential or community facility development by virtue of noise, visual intrusion, traffic generation and/or littering.

Noise generated from the site is anticipated to be during the daytime from waterfront activities and cease at night. Any noise complaints will be subject to the Halifax Regional Municipality Noise By-law. Visual intrusion will primarily be created by nearby outdoor lighting that could potentially disrupt stargazing activities. It is anticipated that vertical light cutoffs and special “lights-out” evenings will enable the park to self-regulate any lighting concerns. Traffic generation is estimated at 33 new vehicle trips in the AM Peak Hour and 76 new vehicles in the PM Peak Hour as a worst-case scenario outlined in the submitted TIS and is not expected to adversely affect the local traffic network. The timing of site-generated traffic for planned evening activities at the Planetarium and Observatory will vary throughout the year based on sunsets.

Housekeeping Matter – Land Use By-law Amendment

Attachment B contains the proposed LUB amendment which is a clarification that a development agreement may be considered for the purposes of providing for the development of similar uses on properties which abut one another within the abutting designation. Section 240 (2) of the *HRM Charter* states “*the land-use by-law must identify the developments to be considered by development agreement.*” This proposed amendment to the LUB carries out the intent of this provision of the *HRM Charter* and policy IM-6 of the District 4 Secondary Municipal Planning Strategy.

Priorities Plans

In accordance with Policy G-14A of the Halifax Regional Plan, staff considered the objectives, policies and actions of the priorities plans, inclusive of the Integrated Mobility Plan, the Halifax Green Network Plan, HalifACT, and Halifax's Inclusive Economic Strategy 2022-2027 in making its recommendation to Council. In this case, the proposed development does not directly conflict with any specific objectives, policies or actions of the priorities plans.

Conclusion

Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The proposed development agreement set out the controls for the proposed commercial recreation use in terms of permitted uses, environmental requirements, building requirements for all proposed buildings with respect to height, size and design, and landscaping requirements to ensure integration and compatibility of the development within the existing context. The proposed commercial recreation use will host the Abbey Ridge Observatory, a Stargazers Lodge and other accessory uses including various facilities to accommodate visitors overnight. The subject property functions as a large open space with trails traversing the landscape and joining several Sky Circle look off decks and the lakefront. Parking for vehicles and buses will be located near Prospect Road where there are a number of natural berms that will help screen parking; with portions of the asphalt parking remaining from a previous use that is intended to be reused. Therefore, staff recommend that North West Community Council approve the proposed development agreement.

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 proposed development agreement. The administration of the proposed development agreement can be carried out within the approved 2025-2026 operating budget for Planning and Development.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Regulatory and Appeals Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy and the Public Participation Administrative Order (2023-002-ADM). 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. A total of 22 letters were mailed to property owners and tenants within the notification area (Map 2). The HRM website received a total of 276 unique pageviews over the course of the application, with an average time on page of 3 minutes and 16 seconds. Staff received four responses from the public. The public comments received include the following topics:

- Concerns regarding the impact on property values and privacy to nearby property owners;
- Concerns regarding the impact the proposed development will have on day-to-day (or night-to-night) life (i.e., will adjacent properties need to keep their exterior lights off for the stargazing to be effective?);
- Concerns regarding the proposed parking areas and how they will be managed (i.e., will tour buses arrive in the night?);

- Concerns regarding the RV and tenting sites related to garbage, noise and fire;
- Concerns regarding traffic and there being only one way in and one way out of the proposed development;
- Concerns related to the environmental impacts of the proposed development and potential impacts to groundwater contamination; and
- Concerns related to the proposed on-site septic system and controls regarding dumping if RV sites are permitted and potential contamination.

Concerns raised by the public such as privacy to nearby property owners, impact on daily life (exterior lighting), parking areas, RV and tenting sites, ingress and egress, environmental impacts including groundwater contamination and on-site septic and RV dumping have been addressed through controls within the proposed development agreement. Controls included within the proposed development agreement are:

- Restrictions have been placed on height and areas for each of the proposed building types (i.e., single-unit dwelling; rental cabins; stargazers lodge);
- All buildings and/or structures shall be setback a minimum of 30 metres (98.4 feet) from the front lot line;
- Setback requirements for any watercourse or wetlands contiguous with the watercourse are required to meet the regulations of the Land Use By-law and the proposed agreement reinforces the required 20 metre (65.6 feet) minimum setback;
- The proposed agreement includes a maintenance clause that requires the developer to keep the development in good repairs which includes items related to litter control, garbage removal and landscaping;
- Prior to the issuance of the first occupancy permit, the developer is required to submit to the Municipality a copy of all permits, licenses and approvals from the Nova Scotia Department of Environment and Climate Change regarding the design, installation and construction of the on-site wastewater system; and
- A site plan is attached to the proposed agreement which illustrates the general locations of proposed parking areas and entrances to the development. The proposed agreement includes parking requirements that shall be as generally shown on the site plan and two entrances have been proposed off Prospect Road.

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

ENVIRONMENTAL IMPLICATIONS

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

ALTERNATIVES

1. North West Community Council may choose to approve the proposed amendments to the Planning District 4 LUB and 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 the proposed LUB Amendment or the proposed development agreement is appealable to the N.S. Regulatory and Appeals Board as per Section 262 of the *HRM Charter*.

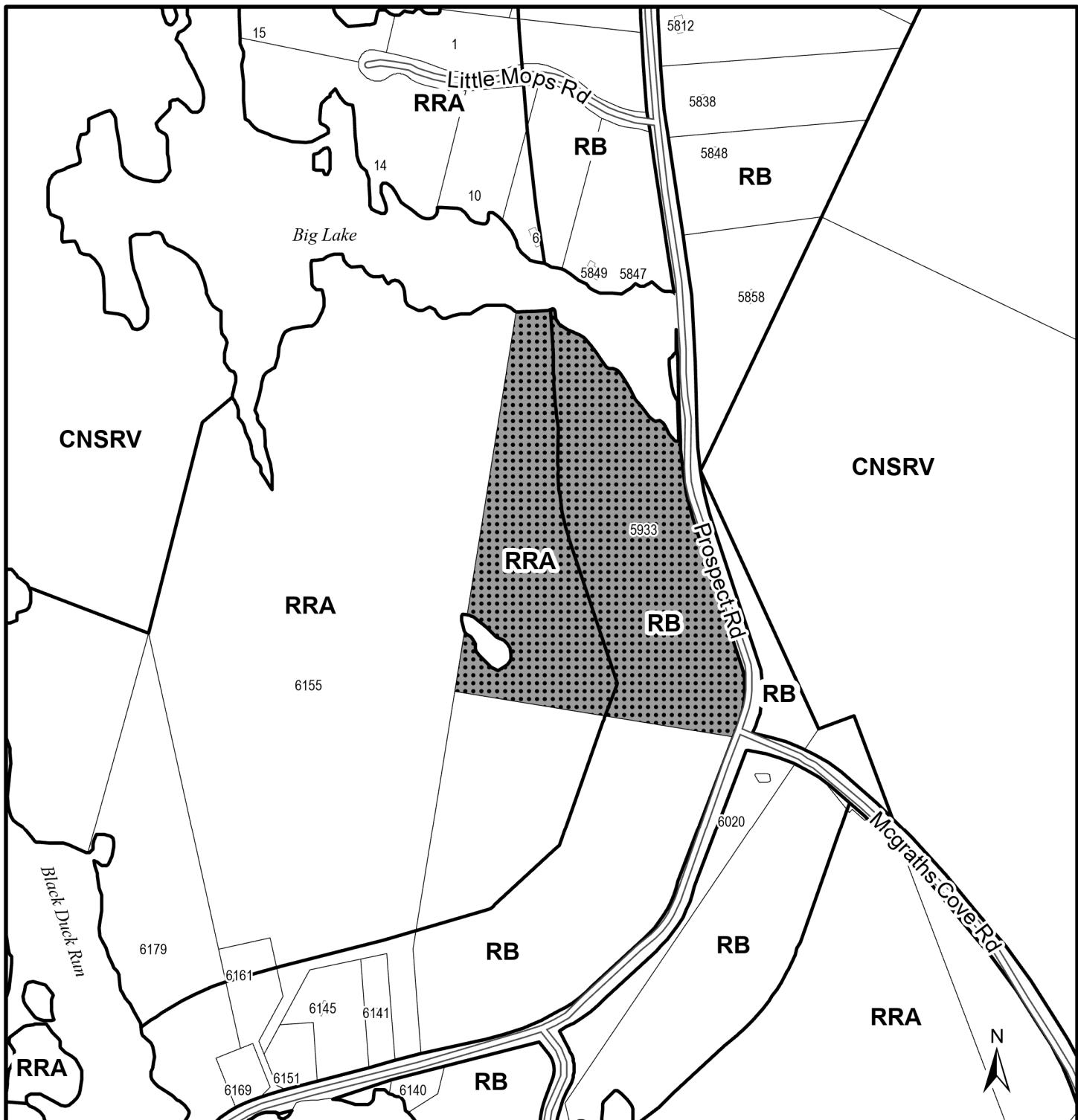
2. North West Community Council may choose to refuse the proposed amendments to the Planning District 4 LUB and proposed development agreement, and in doing so, must provide reasons why either or both do not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed LUB amendment or development agreement is appealable to the N.S. Regulatory and Appeals Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1: Generalized Future Land Use
Map 2: Zoning and Notification Area

Attachment A: Proposed Development Agreement
Attachment B: Proposed Amendments to Land Use By-law for the Planning District 4
Attachment C: Review of Relevant Municipal Planning Strategy Policies

Report Prepared by: Darrell Joudrey, Planner II, 902.225.8630



Planning District 4
(Prospect) Plan Area

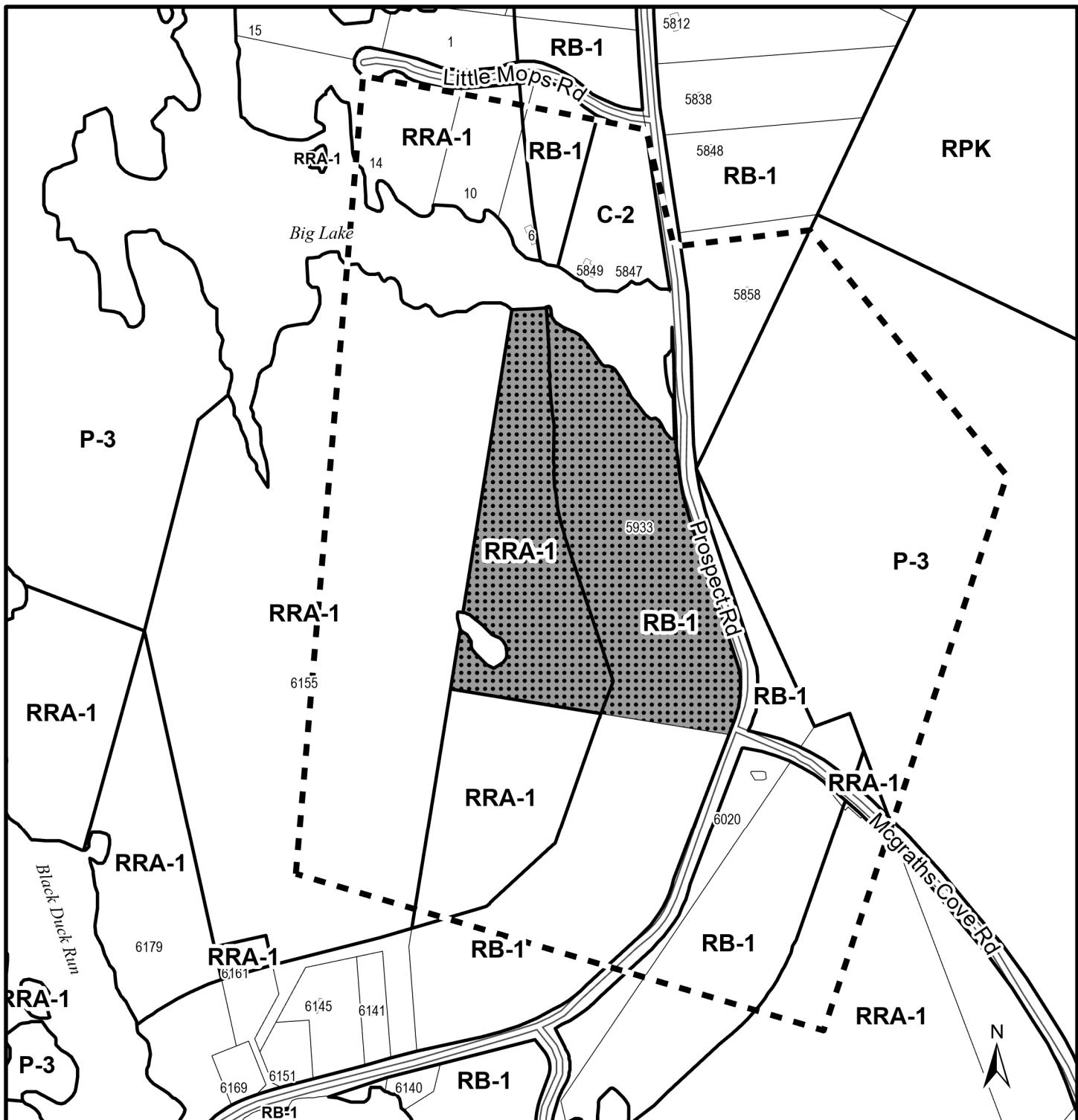
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This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

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



Map 2 - Zoning and Notification Area

5933 Prospect Road
Big Lake

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Zone

- Subject Property
- Area of Notification

C-2	General Business Conservation
P-3	
RB-1	Residential B-1
RPK	Regional Park
RRA-1	Rural Residential Area A-1

0 40 80 120 160 200 m

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

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

Attachment A:
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 5933 Prospect Road, Big Lake and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a commercial recreation use (Stargazing Park) on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies RB-11, IM-6 and IM-11 of Planning District 4 (Prospect) Municipal Planning Strategy and Section 3.16(b)(iii) and Section 3.16 (k) (ii) of the Planning District 4 (Prospect) Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on **[Insert - Date]**, referenced as PLANAPP 2024-00911.

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the *Halifax Regional Municipality Charter*.

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 agrees to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- (a) **“Abbey Ridge Observatory”** means the relocated astronomical Abbey Ridge Observatory from its current location in Stillwater Lake, Nova Scotia. Guided by a local astronomer this observatory will allow members of the traveling public to experience stargazing through a professional telescope. It will also be available to remote astronomers around the world.
- (b) **“Analog Research Station”** means a research station where researchers can grow plants and astronauts can train in habitations to simulate the environment on Mars or the Moon.
- (c) **“Bunk House Observatories”** means small four to six person observatories that will allow overnight guests to use a dedicated telescope attached to their accommodation.
- (d) **“Commercial Recreation Use”** means Stargazing Park consisting of the Abbey Ridge Observatory, a Stargazers Lodge, a single unit dwelling, rental cabins, Bunk House Observatories, tenting sites, recreational vehicles (RV's), an Analog Research Station and may include trails, boardwalks, wharf and decks. The land use may also include one (1) café and one (1) boat house.
- (e) **“Stargazing Park”** shall refer to the Commercial Recreation use permitted on the Lands which includes daytime recreation uses with educational opportunities and extends these uses into the evening with guided stargazing tours.
- (f) **“Stargazers Lodge”** means a structure that will act as the visitors centre for the Stargazing Park, providing reception for stargazers and overnight guests, a planetarium, a museum, washroom and shower facilities, a community hall and kitchen for banquets, fairs, symposia, and lectures, as well as a craft shop.
- (g) **“Outdoor Kiosk”** means a small structure, up to a maximum of 50 square meters (538.2 square feet) in area, with one or more open sides that is used to display informational panels for directional or educational purposes.

PART 3: USE OF LANDS 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 2024-00911:

Schedule A Legal Description of the Lands
Schedule B Site Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to any commencement of any site work including earth movement or tree removal other than that required for preliminary survey purposes, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Have been issued a Grade Alteration Permit in accordance with By-law G-200 and Section 5.2 of this Agreement;
- (b) Provide a detailed Site Grading and Stormwater Management Plan for the Lands, in accordance with Section 5.2 of this Agreement. The Site Grading and Stormwater Management Plan shall be reviewed and approved by HRM Development Engineering and Nova Scotia Department of Public Works prior to the commencement of any site work; and
- (c) Provide a copy(s) of Nova Scotia Environment wetland alteration approvals prior to any site work, where applicable.

3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide a landscape plan in accordance with Section 3.8 of this Agreement to the Development Officer, unless otherwise permitted by the Development Officer.

3.2.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A letter from a Landscape Architect that, in the opinion of the Development Officer, meets the requirements of section 3.8.6 of this Agreement¹;
- (b) A copy of all permits, licenses, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, and construction of the on-site water distribution system; and
- (c) A copy of all permits, licenses, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, and construction of the on-site wastewater system.

3.2.4 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 uses of the Lands permitted by this Agreement are the following:

- (a) A commercial recreation use, as defined in this Agreement, containing a maximum of 12 rental cabins, a maximum of 12 bunk house observatories and a maximum 20 tenting sites;
- (b) Abbey Ridge Observatory;

- (c) Analog Research Station, which may be comprised of a maximum of 10 structures;
- (d) One (1) Boathouse;
- (e) One (1) Café;
- (d) Stargazers Lodge; and
- (e) One (1) single-unit dwelling in accordance with the Land Use By-law for Planning District 4 (Prospect) and the applied underlying zone.

- 3.3.2 Backyard and secondary suites shall not be permitted.
- 3.3.3 Notwithstanding 3.3.1(a), the Developer shall be permitted to substitute one (1) rental cabin for two (2) recreational vehicles (RVs) subject to the requirements of this Agreement.
- 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 Land Use By-law for Planning District 4 (Prospect), as amended from time to time.

3.4 Detailed Provisions for Land Use

- 3.4.1 The lot coverage for the entire development shall not exceed a total of 30% of the Lands;
- 3.4.2 All buildings and/or structures shall be setback a minimum of 30 metres (98.4 feet) from the front lot line.
- 3.4.3 The maximum height and floor area of each use shall not exceed:
 - (a) Single-unit Dwelling: 10.7 metres (35 feet) in height and 186 metres square (2000 square feet) in area;
 - (b) Rental Cabins: 9.14 metres (30 feet) in height and 186 metres square (2000 square feet) in area, per cabin;
 - (c) Café: 10.7 metres (35 feet) in height and 111.5 metres square (1200 square feet) in area;
 - (d) Stargazers Lodge: 12.19 metres (40 feet) in height; 1393.6 metres square (15,000 square feet) in area;
 - (e) Abbey Ridge Observatory: 15.24 metres (50 feet) in height and 185.8 square metres (2000 square feet) in area;
 - (f) Analog Research Station: 10.7 metres (35 feet) in height and 371.6 square metres (4000 square feet) in area, combined area of the maximum 10 buildings;
 - (g) Bunk House Observatories: 6.9 metres (20 feet) in height and 20 metres square (215.27 square feet) in area, per bunk house;
 - (h) Look off Decks (noted as Sky Circle Decks on Schedule B): 4.6 metres (15 feet) in height and 185.8 metres square (2000 square feet) in area, per Sky Circle Deck; and
 - (i) Boathouse: 9.14 metres (30 feet) in height and 20 metres square (215.27 square feet) in area.

- 3.4.4 The horizontal separation distances between the following uses shall be:
 - (a) A minimum of 5.48 metres (18 feet) between exterior rental cabin side walls; and
 - (b) The bunk house observatories, look off decks and tenting sites shall be generally located and separated as shown on Schedule B.
- 3.4.5 The Development Officer may permit a 5% increase to the height and floor area provisions identified in Subsection 3.4.3 provided the intent and all other specific provisions of this Agreement have been adhered to.

3.5 Architectural Requirements

- 3.5.1 The main entrances to the Stargazing Lodge and Café shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to pediments, porticos, overhangs or an acceptable equivalent approved by the Development Officer.
- 3.5.2 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be regarded as integral parts of the design for the Stargazing Lodge and Café. Where appropriate these elements shall be treated to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.3 All buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Prospect Road. Furthermore, mechanical equipment or exhaust fans shall be screened as an integral part of the building design and noise reduction measures shall be implemented.
- 3.5.4 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.
- 3.5.5 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.6 Parking, Circulation and Access

- 3.6.1 The parking areas shall be sited as generally shown on Schedule B. The parking areas shall maintain setbacks from the property lines as shown on the Schedule.
- 3.6.2 A maximum number of parking spaces may be provided for each use as indicated below:
 - (a) Rental Cabins: two (2) spaces, per cabin;
 - (b) RV sites (where applicable if replacing a rental cabin): one (1) space per site;
 - (c) Common Parking Area shown on Schedule B shall have fifty four (54) motor vehicle spaces and eight (8) bus spaces; and
 - (d) Analog Research Station: ten (10) spaces
- 3.6.3 Parking spaces shall be surfaced with granite crusher dust or exposed granite bedrock or an equivalent material as approved by the Development Officer. The limits of the parking area shall be defined by wooden rail or board fencing or landscaping or a combination of those choices.
- 3.6.4 All roads leading into and around the Commercial Recreation Use shall meet the minimum requirements of the National Building Code of Canada to provide access to all buildings and structures.
- 3.6.5 Boardwalk or raised pathways, no more than three (3) metres in width, shall provide circulation throughout the undisturbed areas of the site as generally shown on Schedule B. The boardwalk may be constructed of preservative-free lumber and the raised pathway areas shall be granite crusher dust, exposed granite bedrock, wide boards laid end-to-end or an equivalent materials as approved by the Development Officer. Trail construction materials shall consider the impact to watercourses and wetlands; when crusher dust is used, the trail design shall include measures to prevent erosion.

3.7 Outdoor Lighting

- 3.7.1 Installed artificial lighting shall generally conform to the Royal Astronomical Society of Canada's Canadian Guidelines for Outdoor Lighting (Revised Edition. 2020) for illumination of buildings and grounds at dark sky preserves.

- 3.7.2 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.7.3 All buildings and/or structures may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

3.8 Landscaping

- 3.8.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).
- 3.8.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.3 When maintaining all landscaped areas or reinstating disturbed areas of the Lands native plant species shall be used, including the replacement of dead or damaged plant stock.
- 3.8.4 Any buffers or buffer screenings, wind breaks or noise mitigation shall be accomplished with fences, either rail or board, and vegetation using native plant species in appropriate planting arrangements.
- 3.8.5 Any building or construction wastes (asphalt, concrete, cinder blocks, lumber, steel, etc.) found on the subject site shall be identified on the Landscape Plan for removal and follow-up restoration planting provided.
- 3.8.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.8.7 Notwithstanding Subsection 3.10.7, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Maintenance

- 3.9.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the buildings, fencing, walkways, bridge, recreational amenities (decks, wharf), parking areas and driveways, and the maintenance of all landscaping

including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control of walkways and driveways.

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

3.10 Signs

- 3.10.1 The sign requirements shall be accordance with the applicable Land Use By-law as amended from time to time.
- 3.10.2 Directional, informational, interpretation or wayfinding signage may be provided within the site and where provided, shall direct visitors to remain on marked trails and shall not require a permit. A maximum of two (2) outdoor kiosks in conjunction with any directional, informational, interpretation or wayfinding signage may be provided, with a maximum area of 50 square meters (538.2 square feet) each. Any disturbed areas shall be reinstated with native plant species. Any base planting or complimentary planting shall use native plant species.
- 3.10.3 Signs shall only be externally illuminated.
- 3.10.4 A maximum of one ground sign shall be permitted at each entrance to the park to denote the Stargazing Park 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 3.05 metres (10 feet) and the face area of any sign shall not exceed 4.65 square metres (50 square feet). All such signs shall be constructed of natural materials such as wood, stone or brick. The only illumination permitted for the sign shall be low wattage, shielded exterior fixtures.
- 3.10.5 Native plant species shall be planted and maintained around the entire base of any ground sign as part of the required landscaping.

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 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 Screening

- 3.12.1 Refuse containers located outside any building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Prospect Road. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Prospect Road or incorporated into the architectural treatments and roof structure.
- 3.12.4 Any mechanical equipment shall be screened from view from Prospect Road with a combination of fencing and landscaping or building elements.

3.13 Hours of Operation

- 3.13.1 The Stargazing Park shall be permitted to operate 24 hours a day for provisions of services for overnight guests and staff.
- 3.13.2 Deliveries to any building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00 a.m. and 10:00 p.m.
- 3.13.3 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

3.14 Reinstatement

- 3.14.1 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 On-Site Water System

- 4.3.1 The Lands shall be serviced through a privately operated on-site water distribution system. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Climate Change and any other relevant agency, a design for private on-site water distribution system. In accordance with Section 3.2, no occupancy permit shall be issued prior to receiving a copy of all permits, licenses, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, construction of the on-site water distribution system.

4.4 On-Site Sanitary System

- 4.4.1 The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality, the NS Department of the Environment and Climate Change and any other relevant agency, a design for all private sewer systems. In accordance with Section 3.2, no Occupancy Permit shall be issued prior to receiving a copy of all permits, licences, and approvals required by the NS Department of the Environment and Climate Change respecting the design, installation, construction of the on-site sewer system.

4.5 Solid Waste Facilities

- 4.5.1 The buildings shall be designed to contain designated spaces for waste that comply with By-law S-600, as amended from time to time. This designated space shall be shown on the building plans

and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

4.5.2 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

5.1.1 All private storm water facilities shall be maintained in good order to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

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

- (a) 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; and
- (b) Provide to the Development Officer and Development Engineer a detailed Site Grading and Stormwater Management Plan for the Lands prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The detailed Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction. The Stormwater Management Plan must clearly note on the Plan that the requirements of Administration Order 2020-010-OP have been met.

5.3 Wetland and Watercourse Buffer

5.3.1 All buildings and structures, except those permitted by the applicable Land Use By-law to be located within a wetland or watercourse buffer, shall be setback a minimum of 20 meters (65.6 feet) from all watercourses and wetlands on the Lands.

5.4 Archaeological Monitoring and Protection

5.4.1 The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture, Tourism 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.

5.5 Sulphide Bearing Materials

5.5.1 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 not substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:

- (a) Changes to the Landscaping as detailed in Section 3.8 of this Agreement;
- (b) Changes to the Parking, Circulation and Access as detailed in Section 3.6 of this Agreement or which does not conform to Schedule B;
- (c) Changes to the Architectural Requirements as detailed in Section 3.5 of this Agreement;
- (d) Changes to Signage as detailed in Section 3.10.2 and 3.10.4 of this Agreement;
- (e) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (f) 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, the subsequent owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within three (3) 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 issuance of the first Building Permit.

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

7.4 Completion of Development

7.4.1 Upon the completion of the whole development, 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 issuance of the last Occupancy Permit.

7.4.3 In the event that development on the Lands has not been completed within ten (10) 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

7.5.3 If the Developer fails to complete the development after ten (10) years from the date of execution of this Agreement, the Municipality may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 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:

Witness

(Insert Registered Owner Name)

Per: _____

Print Name: _____

Date Signed: _____

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HALIFAX REGIONAL MUNICIPALITY

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

Witness

Per: _____
MAYOR

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.

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 Andy Fillmore, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

ATTACHMENT B

Proposed Amendments to the Land Use By-law for the Planning District 4

BE IT ENACTED by the North West Community Council of the Halifax Regional Municipality that the Land Use By-law for Planning District 4 (Prospect) is hereby further amended as follows:

1. Amending Part 3: ADMINISTRATIVE Subsection 3.16 USES CONSIDERED BY DEVELOPMENT AGREEMENT by inserting Subsection 3.16 (k) (ii), as shown below in bold, immediately following Subsection 3.16 (k) (i):

(ii) Pursuant to Policy IM-6, for the purpose of providing for the development of similar uses on properties which abut one another, consider a development agreement for the development of uses which are permitted within the abutting designation.

I, Iain MacLean, Municipal Clerk for the Halifax Regional Municipality, hereby certify that the above-noted by-law was passed at a meeting of the North West Community Council held on [DATE], 2026.

Iain MacLean
Municipal Clerk

Attachment C: Review of Relevant Municipal Planning Strategy Policies

Planning District 4 (Prospect) Municipal Planning Strategy	
RESIDENTIAL B DESIGNATION	
Policy	Staff Comments
Policy RB-11 <i>Notwithstanding Policy RB-2 or Policy RB-4, within the Residential B Designation, Council may consider permitting commercial recreation uses in accordance with the development agreement provisions of the Planning Act and having regard to the following:</i>	
<i>(a) the potential impact of the proposed development on the natural environment and in particular, potential effects on watercourses;</i>	The subject site contains a wetland that is contiguous with a watercourse as well as is adjacent to Big Lake. The required 20-metre watercourse buffer has been applied to Big Lake as well as to the wetland located along the southern portion of the subject site that is contiguous with a watercourse. No development involving tree removal is proposed within the watercourse buffers with the exception of structures permitted by Section 4.19 in the Land Use By-law (Watercourse Setbacks and Buffers) such as a wharf and trails not exceeding 3 meters in width. Setbacks are in accordance with the Regional Plan provisions.
<i>(b) that the proposal will not adversely affect nearby residential or community facility development by virtue of noise, visual intrusion, traffic generation and/or littering;</i>	The site is approximately 25.6 acres and is not directly adjacent to any residential buildings. The nearest residential dwelling is located on the opposite side of Big Lake. The Stargazing facility is intentionally sited in a location far from dense residential uses, to avoid light pollution. The facility will be used for research during both the day and night hours and is not anticipated to produce noise, littering or visual intrusion. The proposed development was reviewed by NS Department of Public Works as the primary access is proposed off Prospect Road, a provincial owned and maintained road. A Traffic Impact Statement was submitted as part of the application, and it is not anticipated that there will be any adverse effects from the proposed development.
	The most intense uses within the proposed development are the café and Stargazers Lodge,

	both of which will be hidden from view from Prospect Road and adjacent properties.
<i>(c) the impact of the proposed use on the existing road network in terms of traffic generation and vehicular and pedestrian safety;</i>	A Traffic Impact Statement was submitted in support of this application which was reviewed and accepted by NS Department of Public Works as Prospect Road is a Provincial owned and maintained road. No concerns were identified with respect to the impact of the proposed use on the existing road network in terms of traffic generation and vehicular and pedestrian safety.
<i>(d) that any rifle ranges, amusement parks, vehicle or animal racing track shall not be located within one thousand six hundred forty (1,640) feet of the nearest residence;</i>	N/A. The uses noted are not proposed as part of this development and will not be permitted within the development agreement.
<i>(e) the layout and design of the facility;</i>	The development is proposed to be compacted by including a centralized parking area and reduced roadways, where possible, recognizing the sensitive local ecosystems. The proposal intends to limit the unnecessary disturbance of sensitive vegetation and only structures that are permitted in the Land Use By-law under Section 4.19 (Watercourse Setbacks and Buffers) will be permitted.
<i>(f) the general maintenance of the facility;</i>	The development agreement requires the Developer to keep all parts of the development on the property in good condition.
<i>(g) the location and level of treatment of any proposed sewage treatment plant;</i>	<p>The proposed development will be serviced with on-site septic and water systems. Provincial approvals for the on-site septic and water systems will be required at the permitting stage.</p> <p>The Analog Research Station is proposed to be a closed system that may require occasional pumping, and possibly the installation of a greywater treatment system. Detailed design of the proposed system will be required to be reviewed further at the permitting stage. All proposed septic fields are required to be designed and installed by qualified persons according to the NS Department of Environment and Climate Change.</p>
<i>(h) the requirement for any applicable provincial approvals;</i>	The requirement to obtain applicable provincial approvals will form part of the development agreement, where applicable, such as approval for any driveway access through the NS

	Department of Public Works and approvals related to the on-site septic and well systems through the NS Department of Environment and Climate Change.
<i>(i) the hours of operation; and</i>	Hours of operation have been provided for in the development agreement. Due to the nature of the commercial recreation use, the stargazing park shall be permitted to operate 24 hours a day which may include overnight guests and guided stargazing tours. Delivery hours have been provided for in the development agreement to ensure there is minimal conflict with adjacent land uses.
<i>(j) the provisions of Policy IM-11.</i>	See below.
IMPLEMENTATION Development Agreement	
<p>Policy IM-6</p> <p><i>Providing that the intentions of all other policies are satisfied, Council may, for the purpose of providing for the development of similar uses on properties which abut one another, consider the following amendments to the land use by-law, for lands which are located where any land use designations abut one another, as shown on Map 1 - Generalized Future Land Use:</i></p>	
<p><i>(a) amendments within a designation to provide for the development of uses which are permitted within the abutting designation by rezoning or development agreement, in accordance with the same conditions prescribed within that abutting designation; or</i></p> <p>The subject property is split designated, the portion that fronts Prospect Road is designated RB (Residential B) and is enabled for consideration of commercial recreation uses through the provisions of a development agreement under Policy RB-11. The rear portion of the property is designated RRA (Rural Residential A) where such uses are not enabled for consideration. Through the provisions of Policy IM-6, the entirety of the site may be considered for commercial recreation uses through the provisions of a development agreement in accordance with the conditions of Policy RB-11.</p> <p>Staff are of the opinion that the intent of Policy IM-6 allows for the consideration of similar uses on the entirety of the subject lands where under Policy RB-11 only a portion of the property can be considered for commercial recreation uses.</p> <p>In order to carry out the intent of the provisions of the <i>HRM Charter</i> and policy IM-6 of the District 4 Secondary Municipal Planning Strategy and amendment to the Land Use By-law has been</p>	

	included in this package as a housekeeping matter.
<i>(b) amendments within a designation to provide for the development of uses which are permitted within the zone on the abutting property.</i>	N/A
Policy IM-11 <i>In considering development agreements or amendments to the land use bylaw, in addition to all other criteria as set out in various policies of this Planning Strategy, Council shall have appropriate regard to the following matters:</i>	
<i>(a) that the proposal is in conformity with the intent of this Planning Strategy and with the requirements of all other municipal by-laws and regulations;</i>	The Municipal Planning Strategy allows for the consideration of commercial recreation uses in this area, provided the site is suitable for development, can be adequately serviced, and controls are in place to mitigate land use conflict. This proposal is primarily an open space development, designed to retain the natural features of the landscape and intended to avoid impacts to the environment and the local community.
<i>(b) that the proposal is not premature or inappropriate by reason of:</i> <i>(i) the financial capability of the Municipality to absorb any costs relating to the development;</i> <i>(ii) the adequacy of on-site sewerage and water services;</i> <i>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</i> <i>(iv) the adequacy of road networks leading to or within the development; and</i> <i>(v) the potential for damage to or for destruction of designated historic buildings and sites.</i>	<p>(i) It is not anticipated that there will be any costs to the Municipality related to this development proposal.</p> <p>(ii) The proposed development will be serviced with on-site septic and water systems. Provincial approvals for the on-site septic and water systems will be required at the permitting stage.</p> <p>The analog research station is proposed to be a closed system that may require occasional pumping, and possibly the installation of a greywater treatment system. Detailed design of the proposed system will be required to be reviewed further at the permitting stage. All proposed septic fields are required to be designed and installed by qualified persons according to the NS Department of Environment and Climate Change.</p> <p>(iii) It is not anticipated that the proposed development will impact nearby services such as schools, recreation, or other community facilities. This development is anticipated to support and service the community as a commercial recreation use.</p>

	<p>(iv) A Traffic Impact Statement was submitted in support of this application which was reviewed and accepted by NS Department of Public Works as Prospect Road is a Provincial owned and maintained road. No concerns were identified with respect to the adequacy of the road network leading to or within the development.</p> <p>(v) N/A. No designated historic buildings or sites have been identified.</p>
<p><i>(c) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p> <p><i>(i) type of use;</i> <i>(ii) height, bulk and lot coverage of any proposed building;</i> <i>(iii) traffic generation, access to and egress from the site, and parking;</i> <i>(iv) open storage;</i> <i>(v) signs; and</i> <i>(vi) any other relevant matter of planning concern.</i></p>	<p>(i) The commercial recreation land use proposed as part of this application is for a Stargazing Facility and includes infrastructure such as observatory sites, cabins, tent sites, a community lodge, a café, service buildings, trails, roads and parking areas. The facility also has the opportunity to be used for community events and conferences. The development agreement includes controls related to building scale, materials and siting, maintenance, lighting, noise, hours of operation, and visual buffering to reduce potential conflict with adjacent or nearby land uses.</p> <p>(ii) The proposed development is modest regarding lot coverage and proposed building forms (cabins, lodge, bunk house observatories) and is a low impact ecotourism commercial recreation use on 25.6 acres of land. Further, the development agreement regulates these factors for the different uses proposed as part of the development.</p> <p>(iii) A Traffic Impact Statement was submitted in support of this application which was reviewed and accepted by NS Department of Public Works as Prospect Road is a Provincial owned and maintained road. The Developer currently has approval from NS Department of Public Works for two driveway accesses to Prospect Road.</p> <p>Parking and internal roadways have been reduced where possible to limit the disturbance of the sensitive ecosystems found on the subject site. Internal roads will meet National Building Code specifications.</p>

	<p>(iv) No open storage is proposed as part of this application and will not be permitted through the development agreement.</p> <p>(v) Signage will be regulated through the provisions of the Land Use By-law and the development agreement. Signage to provide instruction to visitors to remain on marked pathways and site wayfinding is permitted through the agreement.</p> <p>(vi) No other relevant matters of planning concern have been identified at this time.</p>
<p><i>(d) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.</i></p>	<p>The subject site contains a wetland that is contiguous with a watercourse as well as is adjacent to Big Lake. The required 20-metre watercourse buffer has been applied to Big Lake as well as to the wetland located along the southern portion of the subject site that is contiguous with a watercourse. No development, involving tree removal, is proposed within the watercourse buffers as part of the proposed development with the exception of structures permitted by Section 4.19 in the Land Use By-law (Watercourse Setbacks and Buffers) such as a wharf and trails not exceeding 3 meters in width. Setbacks are in accordance with the Regional Plan provisions.</p>
<p><i>(e) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy IC-6", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</i></p>	<p>N/A. The subject site is not located within a holding zone.</p>

Halifax Regional Municipal Planning Strategy (Regional Plan)

3.2.3.1 RURAL COMMUTER DESIGNATION

Policy S-5

The Rural Commuter Designation shall be established on the Generalized Future Land Use Map (Map 2) to encompass those areas within commuting distance of the Regional Centre that

are heavily influenced by low-density residential development. The intent for this designation is to:

<ul style="list-style-type: none"> • to protect the character of rural communities and conserve open space and natural resources by focussing growth within a series of centres, as shown on Settlement and Transportation Map (Map 1); • support the delivery of convenience services to the surrounding settlement area; • control the amount and form of development between centres; and • protect the natural resource base and preserve the natural features that foster the traditional rural community character. 	<p>The proposed commercial recreation use is a stargazing facility. The development has been intentionally sited in a location far from dense development, to avoid light pollution. The site layout is designed to have minimal impact on the natural features of the site, as well as minimal visual impact to surrounding properties. This proposal is an appropriate form of development to locate outside a growth centre, and the building form, scale, and retention of open space is aligned with the traditional rural character found in this community.</p>
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9.6.A PRIORITIES PLANS

Policy G-14A

In considering development agreements or amendments to development agreements, or any proposed amendments to the Regional Plan, secondary planning strategies, or land use by-laws, in addition to the policies of this Plan, HRM shall consider the objectives, policies and actions of the priorities plans approved by Regional Council since 2014, including:

<p>(a) <i>The Integrated Mobility Plan;</i></p>	<p>The proposed development is located in a rural area where access to transit and active transportation infrastructure is not provided. However, the proposed development includes a network of trails to connect visitors to the observatory sites, cabins, boathouse, tent sites, lodge and café. (2.2 Land Use and Transportation; <i>The Integrated Mobility Plan</i>)</p>
<p>(b) <i>Halifax Green Network Plan;</i></p>	<p>The Halifax Green Network Plan sets out objectives to protect important landscapes and ecosystems in the Municipality, including riparian areas, which is taken into consideration as part of this development. (4. Green Network Objectives and Actions; <i>Halifax Green Network Plan</i>).</p>
<p>(c) <i>HalifACT;</i></p>	<p>The proposed development intends to incorporate green infrastructure such as solar electricity and greywater wastewater systems. The development agreement will include controls to ensure that the appropriate approvals are obtained for safe and effective operation of these systems. (5.2.8 Planning; <i>HalifACT</i>).</p>

<p><i>(d) Halifax's Inclusive Economic Strategy 2022-2027; and</i></p>	<p>The proposed development offers a unique opportunity for education and commercial recreation in the Halifax Regional Municipality.</p> <p>Establishes full-time resources dedicated to economic development and tourism in rural HRM. (1.2.8 <i>Five Year Development Plan; Halifax's Inclusive Economic Strategy 2022-2027</i>)</p>
<p><i>(e) any other priority plan approved by Regional Council while this policy is in effect.</i></p>	<p>N/A</p>