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Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

Registration district: Halifax
Submitter's user number: 3820
Submitter's name: Thomas O. Boyne, Q.C.

In the matter of Parcel Identification Number (PID)

| | |
|-----|----------|
| PID | 00289165 |
| PID | 40176034 |

(Expand box for additional PIDs, maximum 9 PIDs per form)

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE
certify that this document was registered or recorded
as shown here.
Kim MacKay, Registrar

94191039

LR ROD

Document #
SEP 02 2009
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Time

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- Form 24(s)
- Form 8A(s)

Additional information (check appropriate boxes, if applicable):

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.

Power of attorney (Note: completion of this section is mandatory)

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
 - recorded in the attorney roll
 - recorded in the parcel register
 - incorporated in the document

OR

- No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The registered interests and related information are to be changed as follows:

| | |
|--|--|
| Instrument type | |
| Interest holder and type to be removed (if applicable) | |
| Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i> | |
| Mailing address of interest holder to be added (if applicable) | |
| Manner of tenure to be removed (if applicable) | |
| Manner of tenure to be added (if applicable) | |
| Description of mixture of tenants in common and joint tenancy (if applicable) | |
| Access type to be removed (if applicable) | |
| Access type to be added (if applicable) | |
| Percentage or share of interest held (for use with tenant in common interests) | |
| Non-resident (to qualified solicitor's information and belief) (Yes/No?) | |
| Reference to related instrument in parcel register (if applicable) | |
| Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) Instrument code: 443 | |

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

| | |
|--|--|
| Instrument type | |
| Interest holder name and type to be added | |
| Interest holder mailing address | |
| Judgment Roll reference | |

The following benefits are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

| | |
|---|--|
| Instrument type | |
| Interest holder and type to be removed (if applicable) | |
| Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i> | |
| Mailing address of interest holder to be added (if applicable) | |
| Servient tenement parcel(s) (list all affected PIDs): | |
| Reference to related instrument in names-based roll/parcel register (if applicable) | |
| Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443 | |

The following burdens are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

| | |
|---|---|
| Instrument type | Agreement of Use of Land |
| Interest holder and type to be removed (if applicable) | NA |
| Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i> | Halifax Regional Municipality – Party to Agreement (Burden) |
| Mailing address of interest holder to be added (if applicable) | PO Box 1749, Halifax, NS B3J 3A5 |
| Reference to related instrument in names-based roll/parcel register (if applicable) | NA |

| | |
|---|----|
| Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443 | NA |
|---|----|

The following recorded interests are to be added and/or removed in the parcel register:

| | |
|--|--|
| Instrument type | |
| Interest holder and type to be removed <i>(if applicable)</i> | |
| Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i> | |
| Mailing address of interest holder to be added <i>(if applicable)</i> | |
| Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i> | |
| Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443 | |

The textual qualifications are to be changed as follows:

| | |
|--|--|
| Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i> | |
| Textual qualification on title to be added <i>(insert replacement textual qualification)</i> | |
| Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838 | |


The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

| | |
|---|--|
| Name and mailing address of occupier to be removed | |
| Name and mailing address of occupier to be added | |

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia, on the 14 day of August, 2009.



Signature of authorized lawyer

Name Thomas O. Boyne, Q.C.
Address Boyne Clarke, P.O. Box 876
Dartmouth, NS B2Y 3Z5
Phone (902) 469-9500
Email: tboyne@boyneclarke.ca
Fax: (902) 463-7500

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

THIS AGREEMENT made this 15th day of August, 2009,

BETWEEN:

CRESCO HOLDINGS LIMITED

a body corporate, in the Halifax Regional Municipality,
Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

APPROVED
AS TO FORM
Municipal Solicitor

WHEREAS the Developer is the registered owner of certain lands located on the east side of the Bicentennial Highway, in Halifax and which said lands are identified by PID #00289165 as illustrated in Schedule A and further described in Schedule A-1 of this Agreement (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for the construction of a mixed use development, consisting of residential and institutional uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, and the Municipal Planning Strategy for Halifax and Land Use By-law for Halifax Mainland;

AND WHEREAS a condition of the granting of approval of Council is that the Developer enter into an development agreement with the Halifax Regional Municipality;

AND WHEREAS Chebucto Community Council approved this request at a meeting held on July 6, 2009, referenced as Municipal Case No. 01194;

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

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Halifax Land Use By-law ("the Land Use By-law") and the Regional Subdivision By-law for Halifax Regional Municipality ("the Subdivision By-law"), as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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 or Subdivision By-laws to the extent varied by this Agreement), or any statute or regulation of the Provincial or Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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 the sanitary sewer system, water distribution system, storm drainage system and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM 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 except as provided for by an infrastructure charge collected under the provisions of the Subdivision By-law. All design drawings and information shall be certified by a Professional Engineer.

1.4 Conflict

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 or Subdivision By-laws to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

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 regulations, by-laws or codes applicable to the Lands.

1.6 Provisions Severable

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.

PART 2: DEFINITIONS

2.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law.

2.2 In this Agreement, unless the context otherwise requires:

- (a) "Assisted Living Facility" means a building or part of a building where residents have access to 24 hour personal care and assisted living arrangements are provided for individual's living in self contained units. All assisted living facilities shall include a common dining room, personal care, housekeeping and laundry facilities and services.
- (b) "building height" means the vertical distance between the average finished grade of a building to the soffit of a building, excepting gables.
- (c) "lot frontage" means the distance between the side lot lines of a lot as measured in a perpendicular direction from the front lot line on a public street at a horizontal distance equal to 7.01 metres (23 feet).
- (d) "Master Stormwater Management Plan" means the document entitled *Master Stormwater Management Plan for Bedford South*, Project No. 1045671, prepared by Jacques Whitford NAWÉ Inc. in conjunction with Jacques Whitford Environment Ltd., for Clayton Developments Ltd., dated November 2008.

"Secondary Planning Strategy" means the Wentworth Secondary Planning Strategy, adopted under the Halifax Municipal Planning Strategy, as amended from time to time.

- (e) "Lifestyle Community" means a variety of housing forms which may include townhouse, semi-detached and multiple dwellings as per the Land Use By-law for Halifax Mainland, assisted living as per the this agreement and residential care facilities and nursing homes as regulated by the Province of Nova Scotia. These dwelling units shall be managed by a single entity. Services may include personal care and supportive services such as security, health/medical related services, meals, housekeeping and laundry, fitness, recreational activities, transportation, retail and social services. Services provided may be open to the public.

- (f) "Waters Advisory Board" means the Bedford Waters Advisory Board, as established by an administrative order of the Municipality.

PART 3 USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 SCHEDULES

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 01194:

The Schedules are:

| | |
|---------------|--|
| Schedule A: | Development Area |
| Schedule A-1: | Legal Description of the Lands |
| Schedule B: | Land Use Plan |
| Schedule B-1: | Road Network Options |
| Schedule C: | Sanitary Service Plan |
| Schedule D: | Stormwater Servicing Plan |
| Schedule E: | Water Service Plan |
| Schedule F: | Non Disturbance Plan |
| Schedule G: | Phasing Plan |
| Schedule H: | Design Criteria |
| Schedule I: | Lighting Guidelines |
| Schedule J: | Density Chart |
| Schedule K: | Community Concept |
| Schedule L: | Bedford South/Wentworth Estates Master Plan Area |
| Schedule M: | Requirements for Institutional Uses |
| Schedule N: | General Provisions |

3.2 SUBDIVISION OF THE LANDS

- 3.2.1 This Agreement shall be deemed to meet the requirements of the Subdivision By-law with respect to concept plan approval.
- 3.2.2 The development of the Lands shall generally conform to the Schedules.
- 3.2.3 Unless otherwise acceptable to the Development Officer final subdivision applications shall be submitted to the Development Officer in accordance with the following:
- Prior to the completion and connection of Larry Uteck Boulevard and the connection to the Highway 102 interchange, the Developer may undertake the construction of all or a portion of Starboard Drive. Notwithstanding the previous statement, Starboard Drive can not be accepted by HRM unless the construction of Larry Uteck Boulevard is completed and is connected to the interchange at Highway 102 and open for public use; and
 - Applications for subdivision approval shall be submitted in the order of phasing, as generally set out in Schedule G.

- 3.2.4 Unless otherwise acceptable to Development Officer, prior to acceptance of any Municipal Service system, the Developer shall provide the following to the Development Officer:
- (a) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement (Section 5.1) ; and
 - (b) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement (Section 4.5).
- 3.2.5 Site construction for each Phase or portion thereof shall not occur until the Developer provides a subdivision grading plan to the Development Officer indicating where lot disturbance is to occur at the time of construction of municipal services, as set out in section 3.3 and 3.9 of this agreement. No site preparation shall occur until a pre construction meeting is held.
- 3.2.6 Each subdivision application for each phase shall include a table with the number of units permitted by this agreement, the number of dwelling units for which municipal development permit applications are expected to be sought and the number of dwelling units which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. This table shall be attached to each subdivision application.
- 3.2.7 Each subdivision application for each phase shall include a table similar to Schedule J with the total sewer capacities permitted by this agreement, sewer calculations for which municipal development permit applications are expected to be sought and the sewer calculations for uses which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. This table shall be attached to each subdivision application.

3.3 REQUIREMENTS PRIOR TO APPROVAL

- 3.3.1 Non-disturbance areas and watercourse buffers as required by this agreement shall be identified with snow fence or other appropriate method such as flagging tape, as approved by the Development Officer, prior to any site preparation (i.e. tree cutting, and excavation activity). The Developer shall provide confirmation to the Development Officer that the non-disturbance areas and watercourse buffers have been appropriately marked. Such demarcations shall be maintained by the Developer for the duration of the construction and may only be removed only upon the issuance of an Occupancy Permit for the lot or unless otherwise directed by the Development Officer.
- 3.3.2 No subdivision approvals shall be granted unless the following conditions have been met:
- (a) all required park site preparation and site development has been agreed upon in accordance with the requirements of Sections 3.7 of this Agreement;

- (b) non-disturbance areas have been delineated on the final subdivision plan in accordance with the requirements of Section 3.9;
- (c) a note for non-publicly owned or private driveways has been placed on the subdivision plan in accordance with the requirements of Section 4.3;
- (d) an erosion and sedimentation control plan has been complied with in accordance with the requirements of Section 5.1;
- (e) certification of the subdivision grading plan has been complied with in accordance with the requirements of Section 5.2;
- (f) copies for all required watercourse and wetland alteration permits for the subdivision phase have been provided to the Development Officer;
- (g) if required, approval of Nova Scotia Transportation and Infrastructure Renewal; and

3.3.3 No municipal development permit shall be granted unless:

- (a) a lot grading plan has been prepared in accordance with the requirements of Sections 5.2 of this Agreement and the plan has been approved by the Development Engineer; and
- (b) all multiple unit residential and institutional land uses shall include a landscaping plan has been prepared by a Professional Landscape Architect in accordance with the requirements of Section 3.10.
- (c) a lighting plan for multiple unit residential buildings has been prepared by a qualified person in accordance with the requirements of Section 3.6.
- (d) verification that the number of dwelling units and sewer flows have not been exceeded in accordance with the requirements of Section 4.5.

3.3.4 No development permit application shall be submitted to the Municipality for any multiple unit, or institutional development unless the Developer has completed the Municipality's MICI (Multiple unit/Industrial/Commercial/Institutional) process.

3.3.5 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.

3.3.6 No Occupancy Permit shall be granted:

- (a) for any multiple unit, assisted living facility, seniors lifestyle, or institutional development unless a certification has been received from a Professional Landscape Architect in accordance with Section 3.10 of this Agreement (Landscaping);
- (b) for any multiple unit, assisted living facility, seniors lifestyle, or institutional development unless a certification has been received from a qualified person in accordance with Section 3.6 of this Agreement (Lighting) ;
- (c) trees have been planted or a security provided in accordance with the requirements of Clause 3.5; and
- (d) lot grading approval has been received or financial security provided for completion of the work in accordance with Section 5.2.

3.3.7 Prior to the acceptance of any streets and municipal services within any phase of subdivision, the Developer shall provide the Development Officer with certification from a Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required by Section 5.1 of this Agreement and that there is permanent and/or temporary stabilization of all disturbed areas.

3.4 GENERAL DESCRIPTION OF LAND USE

3.4.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) A mixed use development as enabled by this Agreement and as generally illustrated on the Schedules;
- (b) Use of the Lands in the development shall be limited to the following as defined in this agreement:
 - i) single unit dwellings;
 - ii) townhouse dwellings;
 - iii) multiple unit dwellings, assisted living and residential care facilities;
 - iv) institutional uses;
 - v) lifestyle community;
 - vi) parkland and open space uses;
 - vii) home occupations in single unit, semi-detached, townhouse and multiple unit dwellings subject Schedule N.
 - viii) day care facilities, nursery schools, early learning centres, and after school care in single unit dwellings subject to the requirements of the Schedule N.

3.4.2 The location of land uses shall generally consistent with Schedule B and K.

3.4.3 The number of dwelling units permitted by this agreement shall conform with Schedule J and Section 4.5.

Dwelling Units Prior to the Interchange

3.4.4 The Development Officer shall not grant Development Permits for any dwelling units on the Lands until the interchange at Highway 102 and Larry Uteck Boulevard has been constructed and connected to Larry Uteck Boulevard.

3.5 DETAILED PROVISIONS FOR LAND USE

Land Use Requirements

- 3.5.1 No subdivision approval or municipal development permit shall be granted for any designated "singles" development except in accordance with the following provisions:
- (a) Minimum lot frontage: 12.19 metres (40 feet)
 - (b) Minimum lot area: 371.6 square metres (4,000 square feet)
 - (c) Minimum front yard: 4.57 metres (15 feet)
 - (d) Minimum rear yard: 6.10 metres (20 feet)
 - (e) Minimum side yard: 1.82 metres (6 feet)
 - (f) Minimum separation between buildings: 3.66 metres (12 feet) except for garages permitted under Section 3.5.5
 - (g) Minimum flankage yard: 4.57 metres (15 feet)
 - (h) Maximum lot coverage: 35%
 - (i) Maximum building height: 9.14 metres (30 feet)
- 3.5.2 No subdivision approval or municipal development permit shall be granted for any designated "townhouse" development except in accordance with the following provisions:
- (a) Minimum lot frontage: 6.10 metres (20 feet) per dwelling unit
 - (b) Minimum lot area: 185.8 square metres (2,000 square feet) per dwelling unit
 - (c) Minimum front yard: 4.57 metres (15 feet)
 - (d) Minimum rear yard: 6.10 metres (20 feet)
 - (e) Minimum side yard: 2.44 metres (8 feet) per block, 0 on common boundary between units
 - (f) Minimum flankage yard: 4.57 metres (15 feet)
 - (g) Maximum lot coverage: 35%
 - (h) Maximum building height: 9.14 metres (30 feet)
 - (i) Maximum driveway width: 3.65 metres (12 feet)
 - (j) each dwelling shall be served with a hard surface driveway that extends from the street curb cut to the front facade of the building and a parking space for an automobile in the dwelling (i.e. garage) measuring not less than 3.05 metres (10 feet) in width and 5.49 metres (18 feet) in length.
 - (k) the development conforms with the architectural design criteria for townhouses under Schedule H.
 - (l) Access easement shall be required for internal units in each block.

- 3.5.3 No subdivision approval or municipal development permit shall be granted for any designated "multiple" development except in accordance with the following provisions:
- (a) Minimum lot frontage: 30.48 metres (100 feet)
18.28 metres (60 feet) on a curve
 - (b) Minimum lot area: 929 square metres (10,000 square feet)
 - (c) Minimum front yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
 - (d) Minimum flankage yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
 - (e) Maximum lot coverage: 35%
 - (f) buildings shall conform with the height restrictions shown on Schedule K. Where a building is not anticipated by the Schedules, the height shall not exceed six habitable storeys above grade facing the street.
 - (g) the minimum rear or side yard shall be the greater of 6.10 metres (20 feet) or one half the height of the building; and
 - (h) underground parking shall be provided to satisfy a minimum of fifty percent (50)% of the parking requirements of the Land Use By-law. Where the number of units in a building exceeds 48, this requirement may be met through the construction of a parking structure.
 - (i) the development conforms with the architectural design criteria under Schedule H.

- 3.5.4 No subdivision approval or municipal development permit shall be granted for any designated "lifestyle community" development except in accordance with the following provisions:

- (a) Minimum lot frontage: 30.48 metres (100 feet)
18.28 metres (60 feet) on a curve
- (b) Minimum lot area: 929 square metres (10,000 square feet)
- (c) Minimum front yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
- (d) Minimum flankage yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
- (e) Minimum rear or side yard: 6.10 metres (20 feet) or one half the height of the building, whichever is greater
- (f) Maximum lot coverage: 35%
- (g) buildings shall not exceed six habitable storeys above grade facing the street.
- (h) townhouses, multi unit buildings, assisted living and residential care shall conform with the architectural design criteria under Schedule H. Notwithstanding 3.5.5 a) through g) singles and townhouses shall meet the requirements of 3.5.1. and 3.5.2. where applicable. Semi detached shall meet the appropriate requirements of the R-2 Zone of the R-2 (Two -Family Dwelling) Zone of the Land Use By-law for Halifax Mainland where applicable.
- (i) Multiple buildings shall be permitted on any lot in any "lifestyle community" development.
- (j) Notwithstanding Schedule G and K, the subdivision of lots shall require frontage on a public street.

Encroachments

3.5.5 The Developer Officer may approve unenclosed structures attached to a main building such as verandas, decks, porches, steps and mobility disabled ramps to be located within the minimum front, side and rear yards provided the provisions of the Land Use Bylaw for Mainland Halifax as amended from time to time for such structures as adhered to. In addition to the provision of the Land Use Bylaw for Halifax Mainland, the following encroachments may be approved for the Lands:

| Structural Element | Location | Maximum Encroachment |
|---|----------------------------|--|
| fire place inserts | any yard | 0.61 metres (2.0 feet) |
| window bays | front, side and rear yards | 0.61 metres (2 feet) |
| Open, roofed porches not exceeding 1 storey in height | front and rear yards | 1.22 metres (4 feet). 3 metres (10 feet) in a rear yard. |
| Mobility disabled access ramps | any yard | No setback required |
| attached garage (not including habitable space) | side yard | 0.61 metres (2 feet) except for townhouses |

General Provisions

3.5.6 Unless other wise stated by this agreement, the Lands shall conform with the provisions and requirements of Schedule N.

Tree Planting

3.5.7 The Developer shall plant a minimum of one (1) tree on each lot designated for single, semi-detached or townhouse dwelling unit and two (2) trees for every lot designated for a single unit dwelling which is greater than or equal to 15.24 metres (50 feet) in width. Each tree shall be a type which is indigenous to Nova Scotia with a minimum height of 1.52 metres (5 feet) and a minimum diameter of 5 centimeters (1.96 inches). The location of the tree shall not interfere with services. The Development Officer may vary or waive the standard where it is determined that placement of tree(s) are not possible. No Occupancy Permit shall be granted unless this requirement has been satisfied or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and twenty percent (120%) of the estimated cost of planting the required tree or trees as the case may be.

3.6 BUILDING AND SITE LIGHTING

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

3.6.2 Lighting fixtures for all commercial and multiple unit developments shall be fully shielded except as identified in Schedule I.

- 3.6.3 The Developer shall prepare an exterior lighting plan for any multiple unit, assisted living facilities or institutional building, and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
 - (b) Description of the illuminating devices, fixtures, lamps, supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required;
 - (c) The lighting plan and description shall be sufficient to ensure compliance with the requirements of this section of the agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab;
 - (d) The lighting plan and all lighting fixtures shall comply with Schedule I Lighting Guidelines;
 - (e) Should the Developer desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause;
 - (f) The lighting plan shall include certification from a qualified person that the lighting design meet the requirements of this Agreement; and
 - (g) Prior to Occupancy Permits being issued the Developer shall provide to the Development Officer a letter from a qualified person that the installation of lighting meets the requirements of this Agreement;

3.7 PARK DEDICATION

- 3.7.1 The Park Dedication shall include the identified land, site improvements (as described by this agreement), site preparation (grading, topsoil, and sod) and site development.
- 3.7.2 Park Dedication through the land acquisition shall conform with the classification, location and dimensions illustrated on Schedules B which complies with the overall Park Dedication for the Wentworth / Bedford South Master Plan area. The Development Officer may permit minor changes to the location and dimensions of parkland provided it is consistent with the intent of this agreement. The land is to be considered a Primary Service and meet the definition of useable under the Subdivision By-law.
- 3.7.3 Site Preparation and Site Development, design and construction shall be approved by the Development Officer prior to Final Subdivision approval. The Site Preparation shall be a Secondary Service and shall be 110% bonded if not complete at the time of land acquisition. All construction shall meet the design, construction, and approval requirements of the Municipality.
- 3.7.4 Site Preparation for the Community Park on Road D, as shown on Schedule B, shall be at the expense of the Developer and shall be finished with 150mm topsoil and sod or approved equivalent. For the purposes of this clause, site preparation shall be for a 10,000 square foot area. The design of the park shall be subject to the approval of Parkland Planning.

- 3.7.5 The Municipality agrees that fulfillment of the requirements of Clauses 3.7.1 through 3.7.5 of this Agreement shall be deemed to satisfy all park dedication requirements of the Subdivision By-law for any subdivision approvals sought for the Lands.

3.8 WATERCOURSE PROTECTION

- 3.8.1 Watercourse setbacks shall be determined by Clause 11 of Schedule N.
- 3.8.2 Except as required for safety reasons or to allow for the installation of a municipal service systems or to allow for the construction of a park facility such as a trail, no lands shall be disturbed within the required setback from a watercourse unless a management plan has been prepared by a qualified consultant and submitted to the Community Council for approval. The plan shall be submitted to the Waters Advisory Board for recommendation for approval prior to the Community Council making a decision.

3.9 NON-DISTURBANCE AREAS

- 3.9.1 The Developer agrees that non-disturbance areas as shown on Schedule F shall be identified on all survey plans for private lands and submitted to the Municipality. Further, the plan shall identify all watercourse setbacks required under clause 3.8.1 and all wetlands greater than or equal to 2000 square metres, as defined by Nova Scotia Environment. Further, no development, tree cutting or grade alteration shall be permitted within any non-disturbance area on private lands except where approved in writing by the Development Officer under one of the following circumstances:
- (a) To install municipal service systems. In these cases, the location, size and extent of the disturbance shall be identified on a plan prepared and endorsed by a qualified professional which shall identify measures to minimize disturbance within the non-disturbance area to the satisfaction of the Development Officer.
 - (b) To remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for the removal of such a tree, the Development Officer shall have the discretion to require that the landowner engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent credentials to certify in writing that the tree poses a danger to people or property or is in severe decline. If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 3.9.1, the Developer shall replace each tree with a new tree of 1½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer; or
 - (c) To remove fallen timber and dead debris where a fire or safety risk is present. The Development Officer may require verification in writing by a qualified professional (i.e., Arborist, Forester or Forestry Technician, Landscape Architect) prior to granting approval under this clause.
- 3.9.2 Where a non-disturbance area is established over lots intended for development, the area shall be shown on a plan of subdivision and a lot grading plan for each individual property as a non-disturbance area with a note on the plan that no vegetation or soils are to be

removed or altered unless undertaken in accordance with a management plan approved pursuant to the requirements of this Agreement.

3.10 LANDSCAPING

3.10.1 Any municipal development permit submitted for a multiple unit building, assisted living facility, lifestyle community or institutional development pursuant to the provisions of Section 3.5 of this Agreement shall include a landscaping plan, prepared by a Professional Landscape Architect in good standing, which illustrates:

- (a) landscaping to be introduced to all areas disturbed during construction;
- (b) natural vegetation, landscaping or screening is to be employed around parking areas and measures are to allow for safe and convenient pedestrian access to public entrances of buildings;
- (c) walkways extending from the entrances of buildings to a public sidewalk in front of the building and to any public trail system abutting the property; and
- (d) the applicable requirements of Schedule H.

3.10.2 No Occupancy Permit shall be granted unless a Professional Landscape Architect certifies that the landscaping has been undertaken in accordance with the landscaping plan submitted for approval, as required by Section 3.10.1, or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and twenty percent (120%) of the estimated cost of completing the landscaping plan.

3.11 TEMPORARY DEVELOPMENTS

3.11.1 A maximum of one ground sign shall be permitted at each street entrance to the Lands and at the street entrance to any Phase to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer. 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, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. Any sign erected pursuant to this provision shall be removed within six (6) months of the date of the final occupancy permit being issued pursuant to the provisions of this Agreement. This section shall not preclude the construction of decorative permanent entrance gates.

3.11.2 A sales office may be located on the Lands provided that the location has been approved by the Development Officer. The sales office shall be closed or removed from the Lands within six (6) months of the final occupancy permit being issued pursuant to the provisions of this Agreement. Siting of a sales office shall be as per section 3.5.1 of this agreement. Any signs associated with the sales office shall not exceed 9.29 square metres (100 square feet). Temporary sales signs shall be permitted to denote specific phases and or buildings. Such signs shall be permitted for a period of one year from time of placement and may be renewed at the discretion of the Development Officer for up to two additional one year time periods. All signs shall be removed at the end of the permitted time period or any extension permitted by this agreement. Temporary signs shall not exceed 9.29 square metres (100 square feet).

3.12 CIVIC ADDRESSING

- 3.12.1 Street Naming and Addressing shall meet the requirements of By-law C-300 respecting civic addressing and the HRM Civic Addressing Policy.
- 3.12.2 The driveway for Seniors Lifestyle Community as identified on Schedule B shall be signed as a private driveway and all units in this complex shall be addressed off the private driveway.

3.13 MAINTENANCE

- 3.13.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways.

PART 4 STREETS AND MUNICIPAL SERVICES

4.1 General

- 4.1.1 All construction shall satisfy Municipal Service Systems Design Guidelines (MSS) and shall receive written approval from the Development Engineer 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.
- 4.2.2 Nothing in this Agreement shall preclude the Developer from storing or removing rocks, soils or grubbing materials from other development phases established under the Secondary Planning Strategy, provided that all permission has been granted by the Development Engineer and all required municipal and provincial approvals have been obtained.

4.3 Streets

- 4.3.1 Unless otherwise acceptable to the Municipality, streets, shall generally conform with the locations and alignments illustrated on Schedule B. The number and locations of sidewalks shall conform with Municipal Service System Specifications.
- 4.3.1A The Developer shall provide and construct (or provide performance security) a road reserve from the intersection of Road D to the property line of PID#00288506, as generally shown on Schedule B or an alternate alignment of the road reserve that meets the requirement of the Development Officer and ensures reasonable access to the property identified as PID#00288506 from the proposed road network, as generally shown on Schedule B-1. The Development Officer may waive this requirement if all of the following conditions are fulfilled, a) a letter is submitted from the property owner of PID#00288506 indicating that

the proposed reserve is not required by the property owner; and b) an alternate road network which provides a reasonable connection of Transom Drive to Starboard Drive is proposed by the owner of PID#00288506 and accepted by the Development Officer. Bonding or construction of the road reserve shall take place at the time of the development of adjacent roads within the Lands. The road reserve shall meet the requirements of the Municipal Servicing Specifications and any performance security to cover the cost of the road reserve shall take place in accordance with the HRM Regional Subdivision By-Law.

- 4.3.2 All roads internal to the development shall include turning lanes and, or other transportation infrastructure as required. The Developer shall provide a statement by a Professional Engineer outlining upgrades required as a result of the full build out of the Lands.
- 4.3.3 All private driveways shall be constructed with roll over curbs and be capable of supporting emergency vehicles and their navigation. Where a driveway is to serve more than one building, a note shall be placed on the subdivision plan that the Municipality does not own or maintain the private driveway.
- 4.3.4 Starboard Drive shall be constructed with a minimum right-of-way width of 60 feet (18m) with additional width for turning lanes.
- 4.3.5 Driveways may be considered as shown on the plans subject to a review of the Development Engineer, and all applicable By-laws.

4.4 Water Distribution System

- 4.4.1 The water distribution system shall conform with the Halifax Water Design and Construction Specifications and, unless otherwise required by Halifax Water, the water distribution system shall conform with the Birch Cove North / Bedford South Capital Cost Contribution Analysis, prepared by Terrain Group with supplemental information by CBCL Ltd. and Schedule E. Further, where the water system crosses private land, appropriate easements shall be provided to Halifax Water.

4.5 Sanitary Sewer System and Storm Drainage System

- 4.5.1 The sanitary sewer system and the storm drainage system shall conform with the MSS and Schedule C and D, unless otherwise acceptable to the Development Engineer.
- 4.5.2 The total lands subject to this agreement shall not exceed an overall density of twenty (20) persons per acre. Further this allocation is identified in Schedule J of this agreement and the allocation of units may be varied as permitted by this agreement provided the overall density of twenty (20) persons per acre for the entire SPS is not exceeded. Where density is being transferred from other neighbourhoods within the SPS, a letter authorizing the transfer shall be provided to the Development Officer from the company which controls any unused density.
- 4.5.3 In accordance with subsections 4.5.1 to 4.5.2, the Developer shall with each application for subdivision, submit to the Municipality a summary of the total number of lots approved to date, by category, and the number of persons per acre as illustrated in Schedule J. This shall also show any outstanding applications for which approvals have not been granted.

- 4.5.4 The maximum population per acre may be increased by transferring density which has not been allocated or constructed in other residential neighbourhoods and commercial areas provided Sections 4.5.2, 4.5.3 have been met.
- 4.5.5 Changes to the phasing or transfer of density shall be subject to a review of the impact on infrastructure charges. Any change which will have a negative impact may be declined by the Municipality.
- 4.5.6 (a) For the purposes of calculating sewer allocation, the following conversion factors shall be used:

| Land Use Type | Equivalent per Unit |
|--------------------------------------|--|
| Single unit, semi-detached townhouse | 3.35 persons per unit |
| Multiple | 2.25 persons per unit |
| Lifestyle Community | Multiple Unit Building - 2 persons per unit Assisted Living Building - 1 persons per unit Townhouse - 2 persons per unit |
| Other | As approved by the Development Engineer |

- (b) The table in 4.5.6 (a) shall be only used for the allocation of sewer capacity and shall not be used for other purposes including the calculation of Infrastructure Costs under the Regional Subdivision By-law.
- 4.5.7 A qualified consultant shall provide professional certification that the storm drainage system conforms with the recommendations of the Master and Detailed Stormwater Management Plan and Schedule D, unless otherwise acceptable to the Development Officer .
- 4.5.8 Where mitigative measures are proposed along a watercourse, no mitigative measure shall be located in a location which would negatively impact the 1 in 100 year floodplain for the watercourse. All stormwater plans shall indicate the 1 in 100 year floodplains as determined by a qualified professional.
- 4.5.9 No subdivision approvals shall be granted under this Agreement unless the Development Engineer is satisfied that there is sufficient capacity remaining in the downstream sanitary sewer system directly affected by the Wentworth / Bedford South Development area.
- 4.5.10 The Developer agrees to maintain all public stormwater treatment units proposed for the storm sewer system for a minimum of three (3) years from the date of receiving acceptance of primary services for the development phase in which the stormwater treatment units are located.
- 4.5.11 Roof leaders (downspouts) for residential properties shall not directly connect to the Municipal storm drainage system.

- 4.5.12 Storm drainage systems shall include Best Management Practices as indicated in the Storm Water Management Plan to minimize storm flows and provide treatment of stormwater. Further these systems may include bioretention facilities as a component and shall be shown on individual storm water management plans for each lot. For the purposes of this clause bioretention may include but not be limited to rain gardens (bioretention cell), filter strips, vegetated swales and other similar facilities.

4.6 Solid Waste Facilities

For all land uses (except single unit, two unit and townhouses), the buildings shall include a designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer. This solid waste storage area shall be screened from public view by means of opaque fencing or masonry walls with suitable landscaping.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Erosion and Sedimentation Control Plans

- 5.1.1 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for all development on the Lands. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented.
- 5.1.2 The Developer agrees to undertake all construction activities in accordance with the erosion and sedimentation control plan, unless otherwise directed by the Nova Scotia Environment and also agrees to assume sole responsibility for compliance with all environmental regulations of the Nova Scotia Environment. Nova Scotia Environment may direct the Developer and/or the Developer's agents to remedy any and all environmental problems that may result from development of the Lands. The developer shall be responsible for all costs in this regard;

5.2 Subdivision and Lot Grading Plans

- 5.2.1 Any Subdivision Grading Plan submitted for subdivision approval shall be certified by a qualified professional that the plan conforms with the recommendations of the Master Stormwater Management Plan;
- 5.2.2 Any non-disturbance area established pursuant to Section 3.9 of this Agreement shall be shown on any lot grading plan submitted pursuant to the requirements of the Municipality's Lot Grading and Drainage By-law.
- 5.2.3 The Developer shall prepare lot grading plans which comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations may be approved by the Development Engineer. The Developer shall provide written confirmation of

compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly carried out, remedial or corrective measures shall be carried out by the Developer at its cost.

- 5.2.4 No occupancy permit shall be granted unless the requirements of Section 5.2.3 have been satisfied or a security deposit for the completion of the work has been provided in accordance with the requirements of Part 6 of the Municipality's Lot Grading and Drainage By-law

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Halifax Regional Municipality Charter.

6.2 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of the Council:

- (a) The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;
- (b) The granting of an extension to the length of time for the completion of the development as identified in Section 8.4 of this Agreement;
- (c) amendments to the Schedules C, D, E, F, G, H, I, M, and N of this Agreement which comply with the applicable policies of the Wentworth Secondary Planning Strategy;
- (d) signage; and
- (e) definitions identified in Part 2 of this agreement.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

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 one day of receiving such a request.

7.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer fourteen days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) Where trees or other vegetation are removed in contravention to the requirements of section 3.9 of this Agreement, the Development Officer may direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the plan and shall submit the plan to the Waters Advisory Board for a recommendation of approval and to the Community Council for approval before work being undertaken;
- (b) 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;
- (c) 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 Development 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;
- (d) 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; and
- (e) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

PART 8: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

8.2 Subsequent Owners

- 8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Council.
- 8.2.2 Upon the transfer of title to any lot, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

8.3 Commencement of Development

- 8.3.1 In the event that development of the Lands has not commenced within five years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.
- 8.3.2 For the purposes of this section, commencement shall mean approval of Final Subdivision of the first phase of the Lands.

8.4 Completion of development

Upon the completion of the development or portions thereof, or within/after fifteen years from the date of registration of this Agreement with the Registry of Deeds or Land Registry Office, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; and
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Planning Mainland Halifax, as may be amended from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

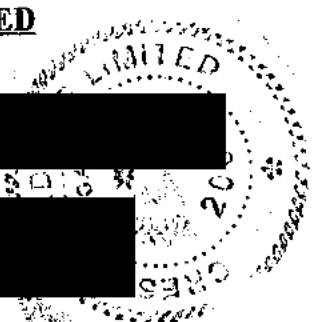
per: [Redacted Signature]

per: [Redacted Signature]

) **CRESCO HOLDINGS LIMITED**

) per: [Redacted Signature]

) per: [Redacted Signature]



**Sealed, Delivered and Attested
by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of:**

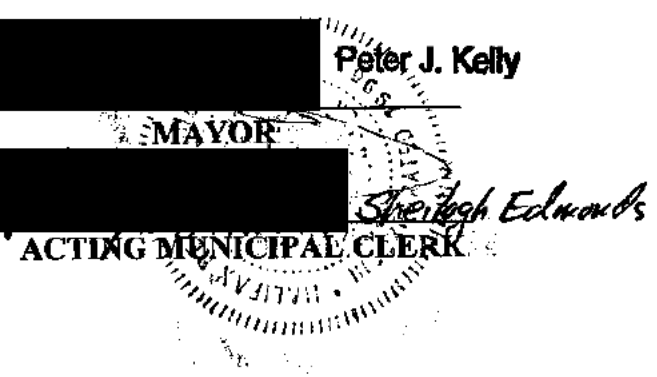
per: [Redacted Signature]

per: [Redacted Signature]

) **HALIFAX REGIONAL MUNICIPALITY**

) per: [Redacted Signature] **Peter J. Kelly**

) per: [Redacted Signature] **ACTING MUNICIPAL CLERK**
Sheragh Edwards



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 14th day of AUGUST, A.D., 2009, before me, the subscriber personally came and appeared CRYSTAL NEBB a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **CRESCO HOLDINGS LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his presence.


A Commissioner of the Supreme Court
of Nova Scotia

THOMAS O. BOYNE
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 25 day of August, A.D., 2009, before me, the subscriber personally came and appeared before me Kelly Macdonald and Sara Ebene the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Julia Horncastle, its Acting Municipal Clerk, its duly authorized officers in his presence.
Sheilagh Edmonds


A Commissioner of the Supreme Court
of Nova Scotia

ROBYN S. GREGORY
A Commissioner of the Supreme
Court of Nova Scotia



Schedule A

the
Ravines
OF REDFORD SOUTH
Development Area



Development Area -
excluding TIR Lands
(96.5± acres)

Schedule A-1

PID 00289165

BLOCK 4-R4

Registration County: HALIFAX COUNTY

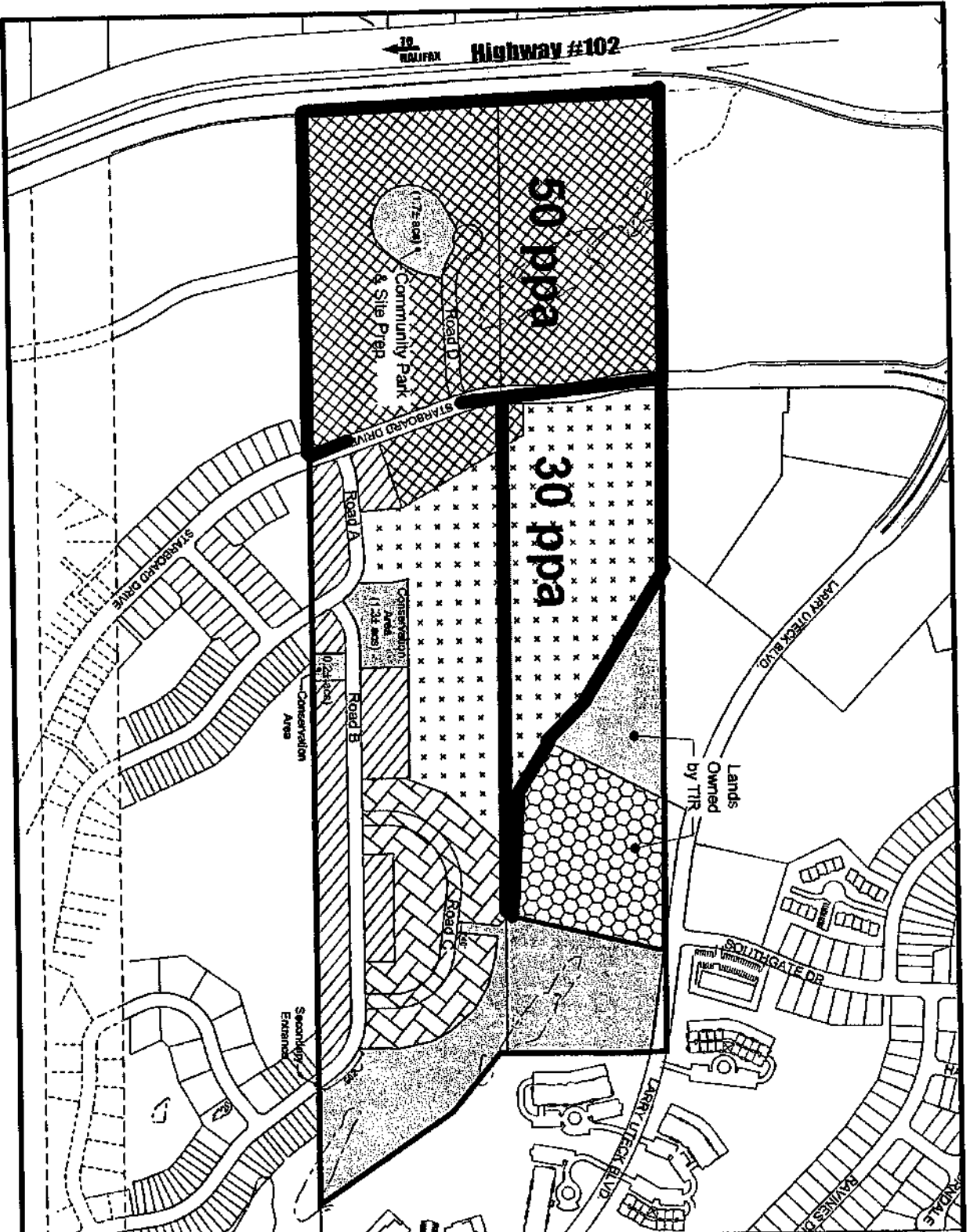
Street/Place Name: LARRY UTECK BOULEVARD /HALIFAX

Title of Plan: PLAN OF SURVEY OF BLOCK CHL-1 & PARCEL 6-R3, BEDFORD
SOUTH SUBDIVISION, S/D & CONSOLIDATION OF LANDS ACQUIRED BY
CRESCO HOLDINGS LIMITED

Designation of Parcel on Plan: BLOCK 4-R4

Registration Number of Plan: 93278910

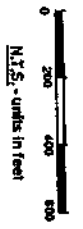
Registration Date of Plan: 2009-05-01 15:57:33









Schedule B

the Ravines
OF BEDFORD SOUTH

Land Use Plan

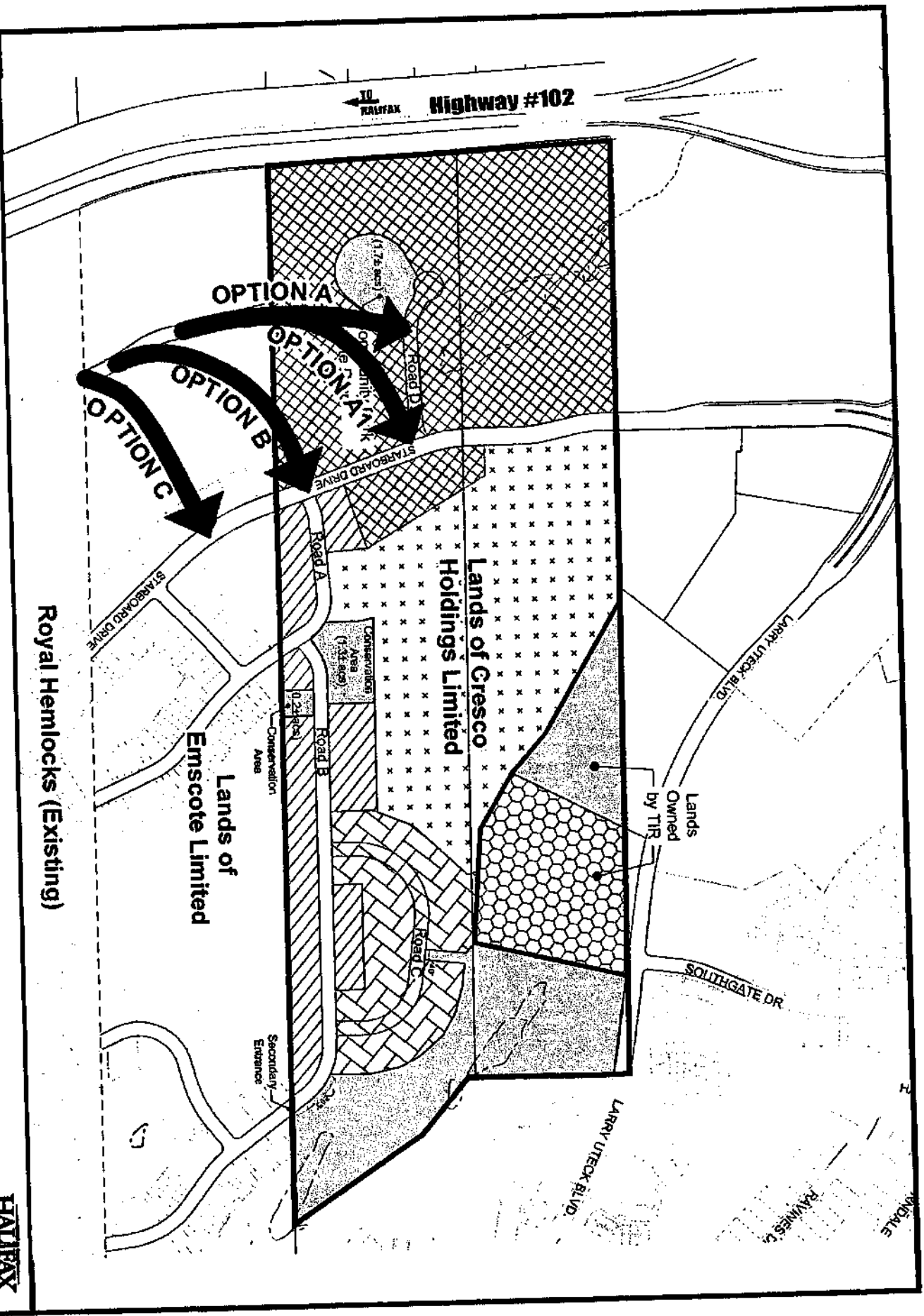


-  SINGLES > 40'
-  TOWNHOUSES / SINGLES
-  LIFESTYLE COMMUNITY
-  MULTIPLE
-  INSTITUTIONAL
-  PARKLAND (HIRM)

Note:
Final boundaries for the Community Park and the Institutional site to be finalized at time of subdivision.

Schedule B-1
Road Network Options

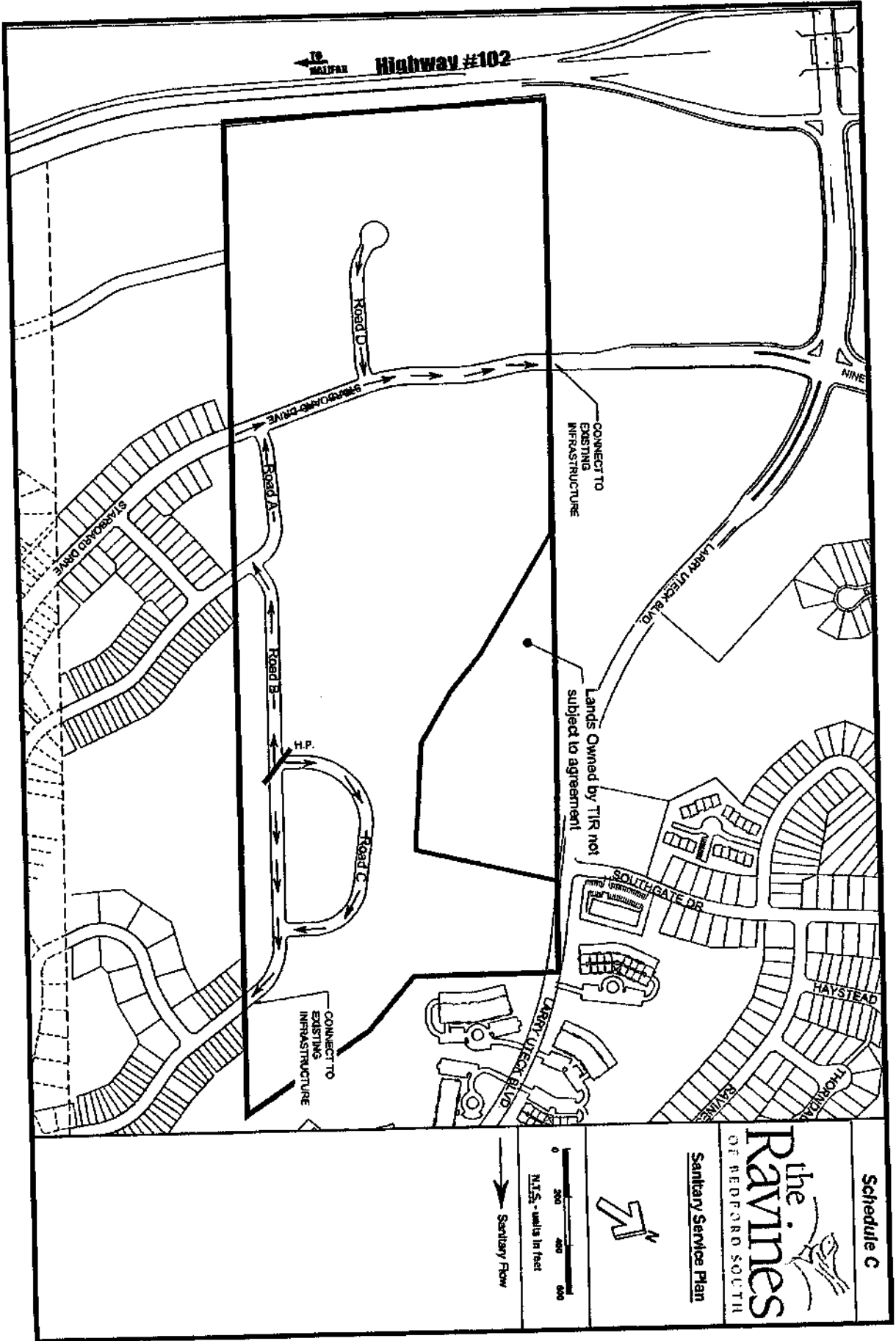
May 13, 2009



HRM does not guarantee the accuracy of any base map information on this map.

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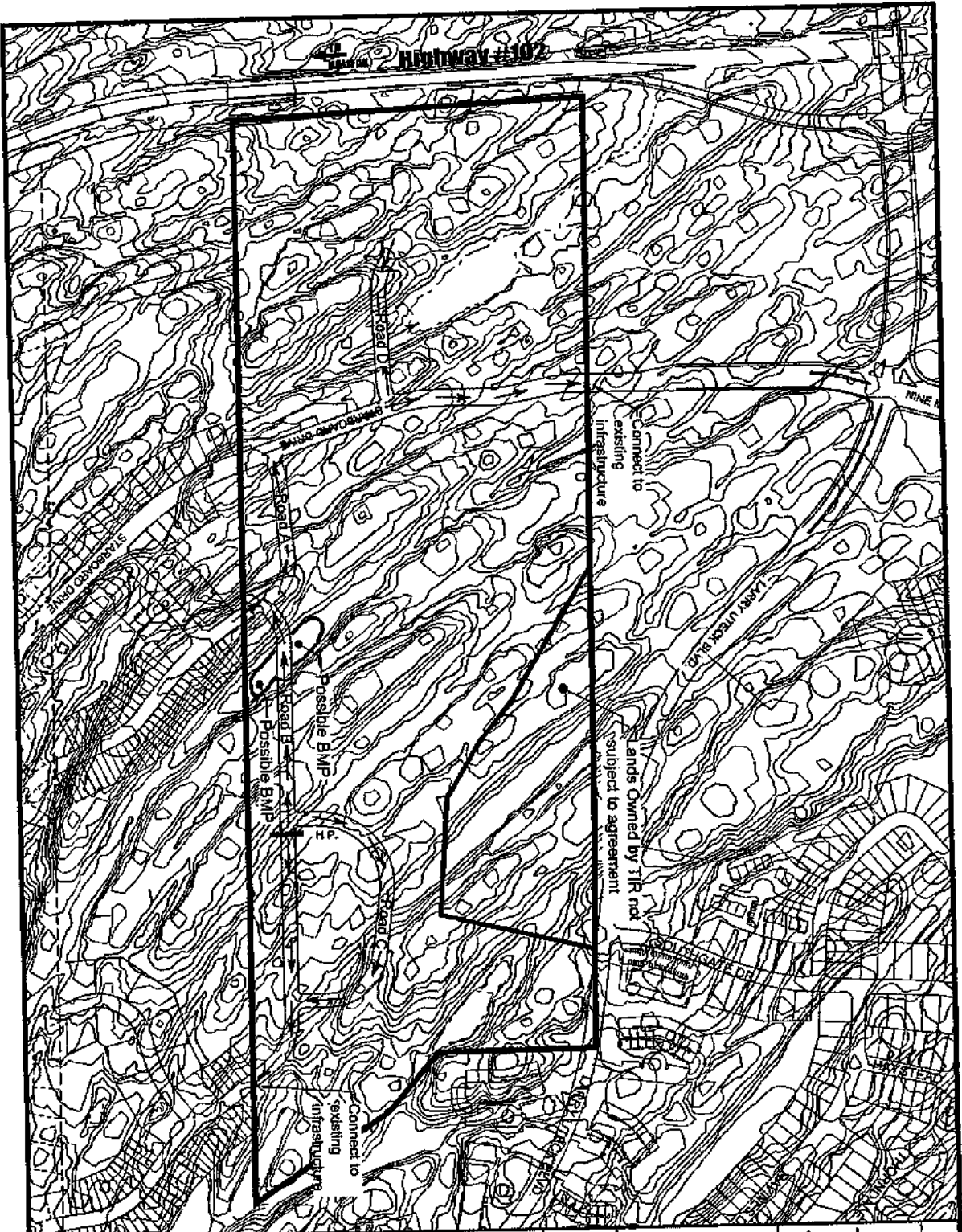
Schedule C

the
Ravines
 OF BEDFORD SOUTH

Sanitary Service Plan



Sanitary Flow



Schedule D

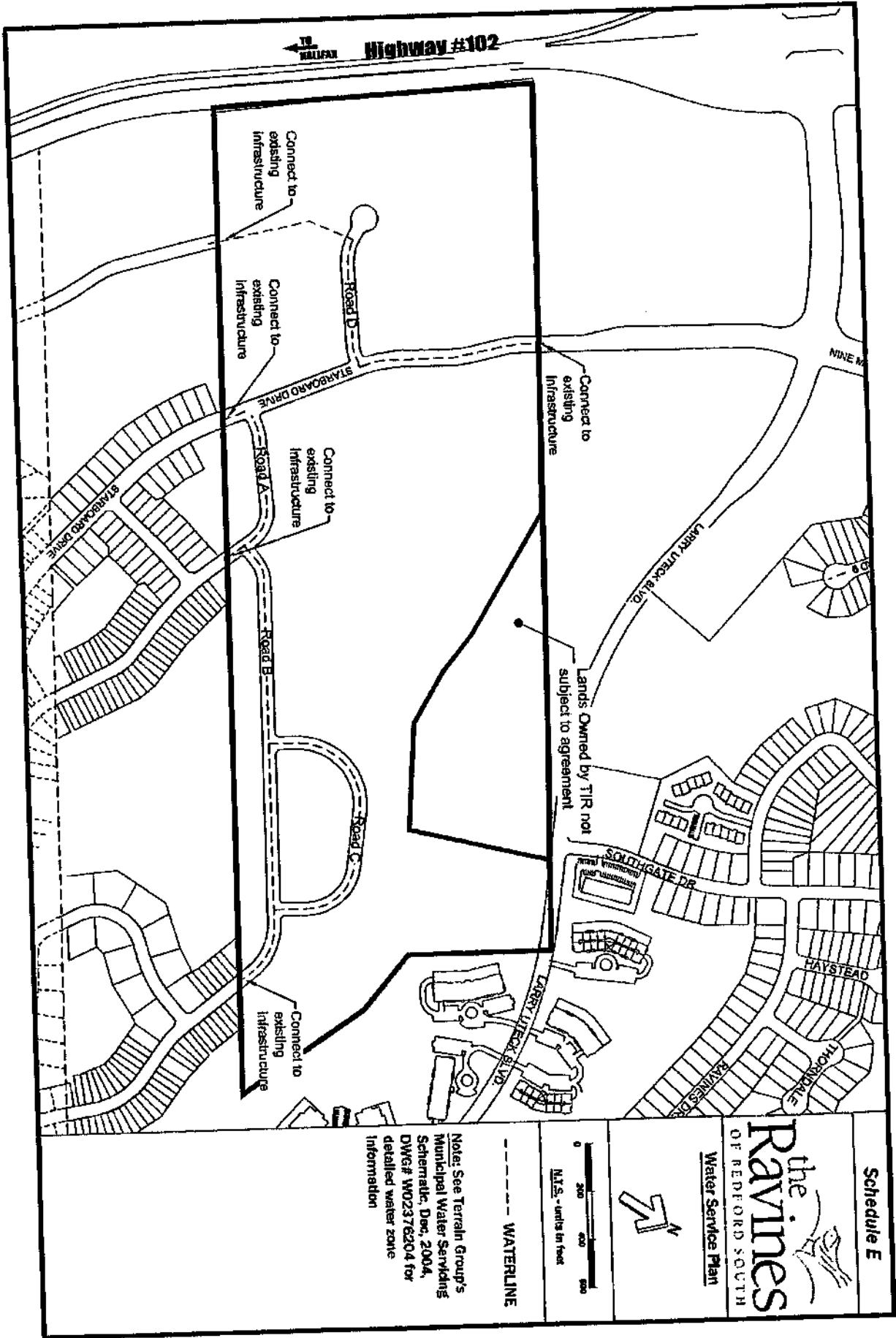
the
Ravines
 OF REDFORD SOUTH

Stormwater
 Servicing Plan



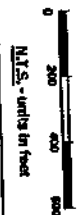
N.T.S. - units in feet





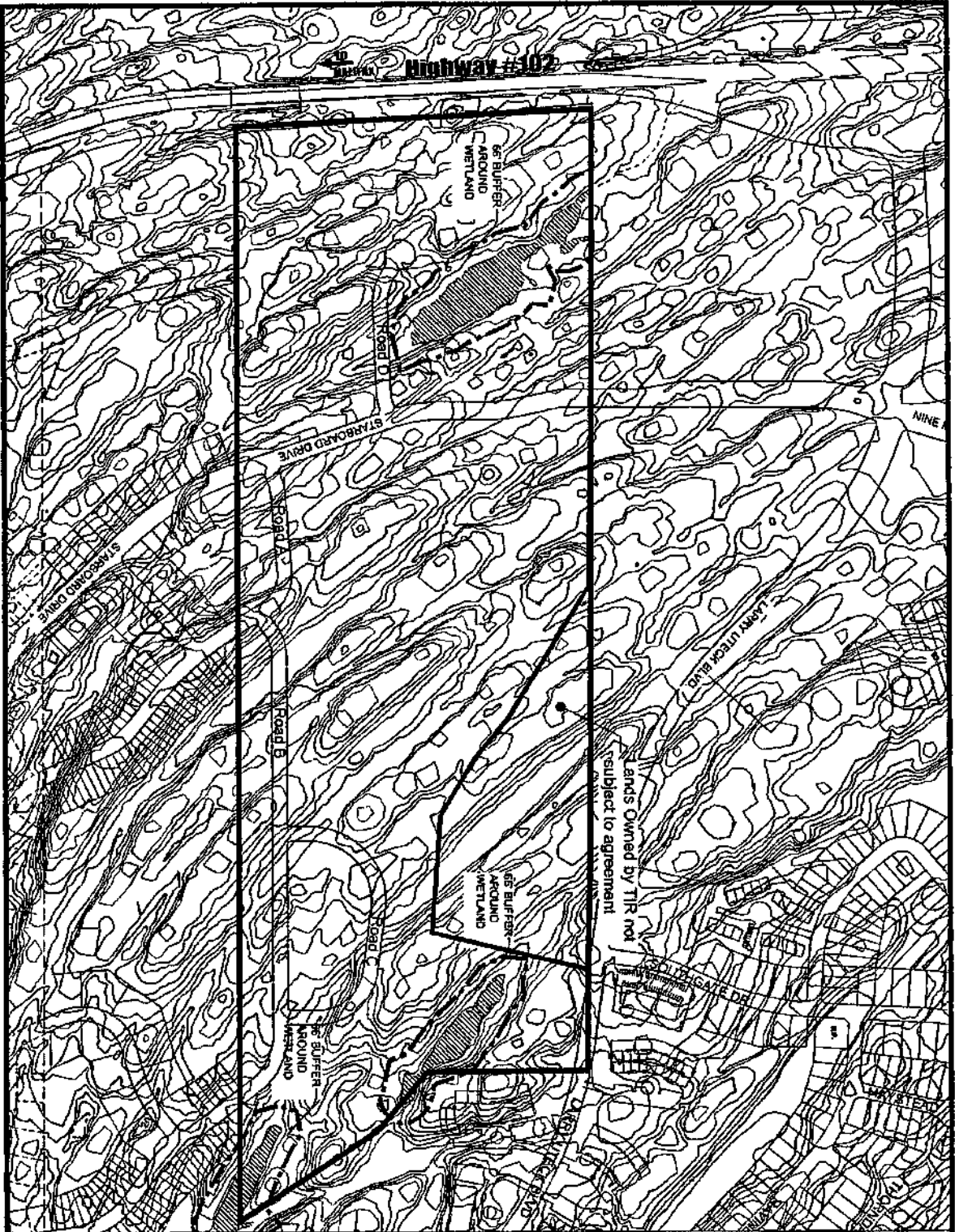
Schedule E

the Ravines
OF REDFORD SOUTH
Water Service Plan



--- WATERLINE

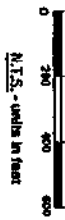
Note: See Terrain Group's
Municipal Water Servicing
Schematic, Dec, 2004,
DWG# W02376204 for
detailed water zone
information

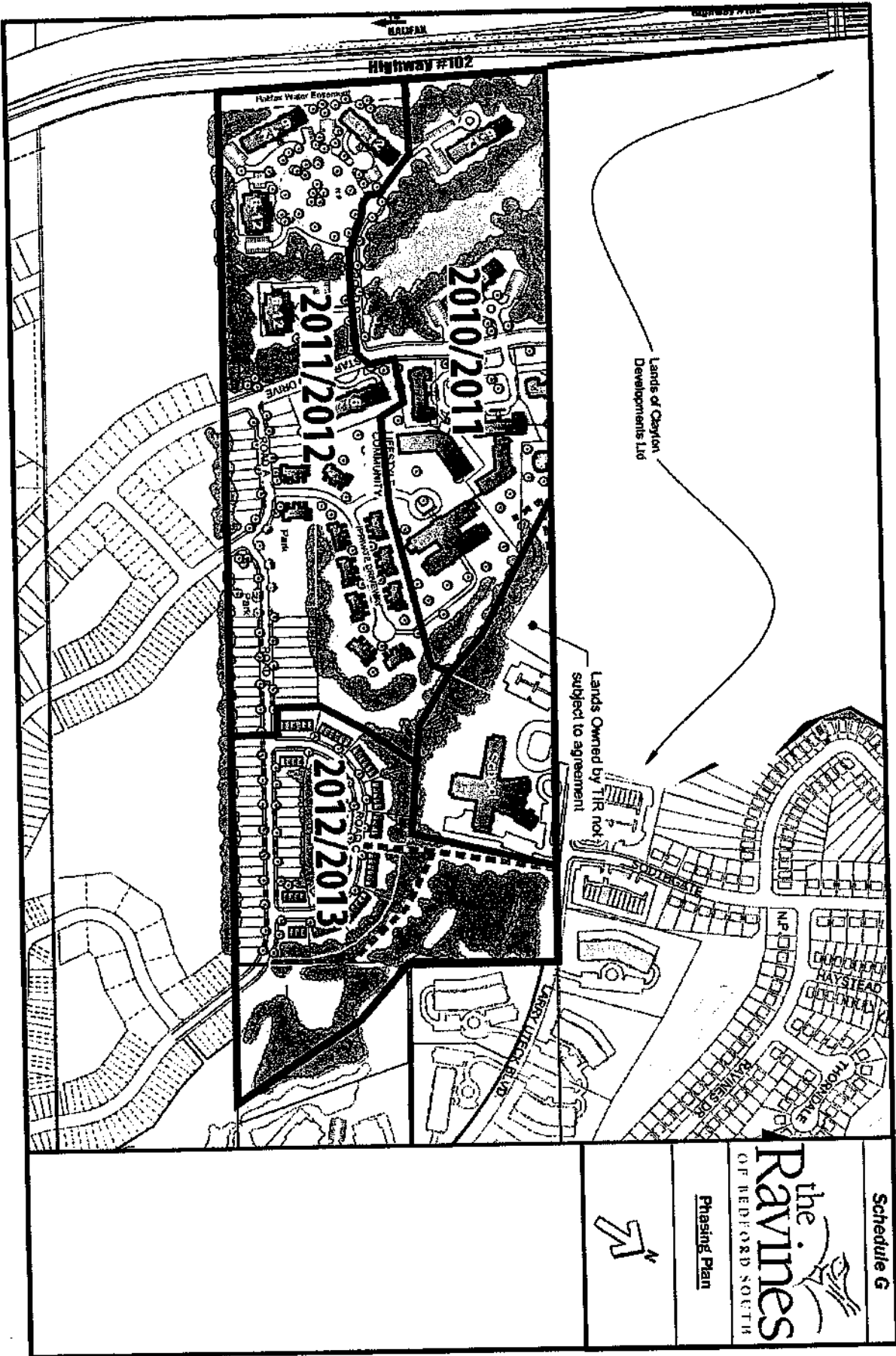


Schedule F

the Ravines
OF GEORGE SOUTH

Non-Disturbance Area





Schedule H Design Criteria

All townhouse developments shall conform with the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued around the sides of the building.
- (c) Vinyl siding may be utilized to a maximum of forty percent (40%) on front elevations. Vinyl siding may be permitted along the side and rear of the units.
- (d) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping if located in side yard.
- (e) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
- (f) Any exposed lumber on the front facade of any townhouse shall be painted, stained or clad in metal or vinyl.
- (g) Any exposed foundation in excess of 1 metre (3.28 feet) in height shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent.
- (h) Buildings should be oriented with the main entrance facing a public street where possible.

Multiple unit building developments shall conform with the following design criteria:

- (a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
- (b) Architectural treatment shall be continued around all sides.
- (c) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.
- (d) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building if location in the side or rear yard.
- (e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area, visible from a public road, shall be architecturally detailed or veneered with stone, brick or stucco.
- (f) Any exposed lumber on the exterior shall be painted, stained or clad in metal or vinyl.
- (g) Mechanical equipment shall be screened from view by a combination of architectural treatments, fencing and landscaping.

Schedule I
Lighting Guidelines

1. Purpose

The intent of these guidelines are to establish lighting which is compatible with surrounding land uses.

2. Lighting Configuration

- (a) The mounting of light fixtures shall be governed by the following:
- (i) Building mounted light fixtures shall be attached only to walls and the top of the fixture shall not be higher than the top of the parapet or roof, whichever is greater; and
 - (ii) Freestanding light fixtures shall not exceed eighteen (18) feet in height in any residentially designated area or within fifty (50) feet of any area intended for single family, semi-detached or townhouses; and
 - (iii) Freestanding light fixtures shall not exceed twenty-five (25) feet in height within fifty (50) to one hundred fifty (150) feet of any area intended for single family, semi-detached or townhouses; and
 - (iv) Freestanding light fixtures shall not exceed thirty (30) feet in all other locations; and
 - (v) For the purpose of this requirement, height shall be measured from the top of a light fixture to the adjacent grade at the base of the support for that light fixture.
- (b) Transitional lighting shall be incorporated in exterior areas going to and from the building(s) or use(s) within the site.
- (c) All exterior lighting shall be directed downward and away from adjoining property, with luminaries shielded to prevent unnecessary glare.
- (d) Any exterior lighting device (luminaire) designed for security lighting shall be protected by weather and vandal-resistant covering, a managed light source, directed down, to minimize glare and intrusiveness.

3. Definitions

- (a) Outdoor light fixtures shall mean outdoor artificial illuminating devices, outdoor fixtures, lamps and other devices, permanent or portable, used for illumination or advertisement. Such devices shall include, but are not limited to, search, spot or flood lights for:
- (1) Buildings and structures, including canopies and overhangs;
 - (2) Parking lot lighting;
 - (3) Landscape lighting;
 - (4) Billboards and signs;
 - (5) Display and service areas.

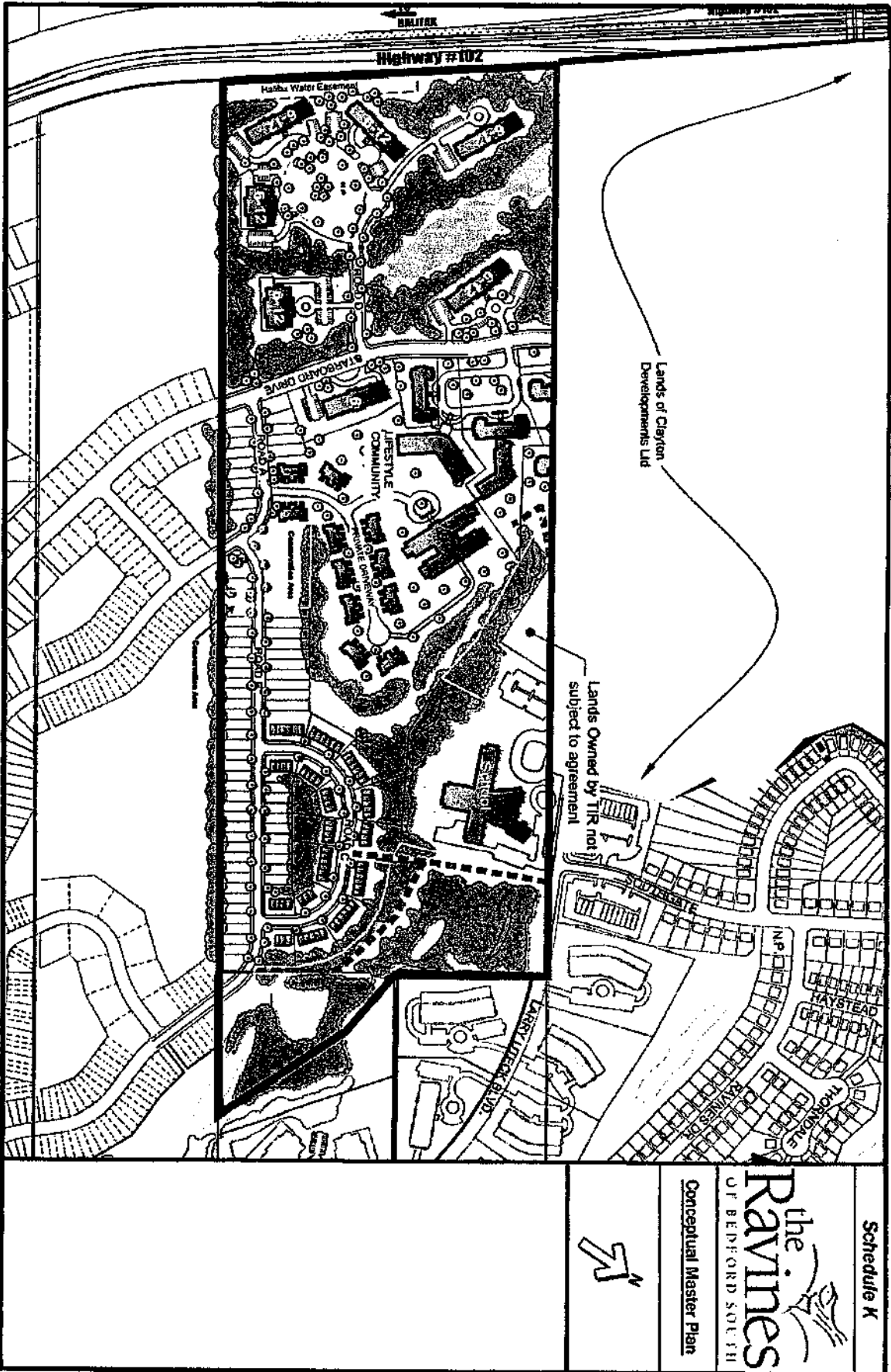
- (b) Fully shielded shall mean fixtures that are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted.

4. **Restrictions**

- (a) Outdoor building, landscaping and signs. The unshielded outdoor illumination of any building or landscaping is prohibited except with incandescent fixtures with lamps of one hundred (100) watts or less (or equivalent illumination level). Lighting fixtures used to illuminate an outdoor advertising sign shall be mounted on the top of the sign structure and shall comply with the shielding requirements.
- (b) Construction and emergency lighting. Lighting necessary for construction or emergencies is exempt from the provisions of these guidelines, provided said lighting is temporary and is discontinued immediately upon completion of the construction work or abatement of the emergency necessitating said lighting.

**Schedule J
Density Chart**

| Cresco Lands | | |
|--|-------------|----------------------|
| Bedford South, Density and Population Projections | | |
| May-08 | | |
| Total Acreage | 144 | |
| Max Population | 2880 | (20 people per acre) |
| | People | Units |
| Neighbourhood B (Approved in 2006) | 1079 | 468 |
| Life Style Village | | |
| Seniors Residents | 503 | 275 |
| East of Starboard Dr. | | |
| Singles (40') | 238 | 71 |
| Townhouses (22'wide) | 261 | 78 |
| Multiple | 90 | 40 |
| | 589 | 189 |
| Institutional Site (8 acs) | 50 | |
| West of Starboard Dr. (Multiple) | 659 | 293 |
| | | |
| Totals | 2880 | 1225 |



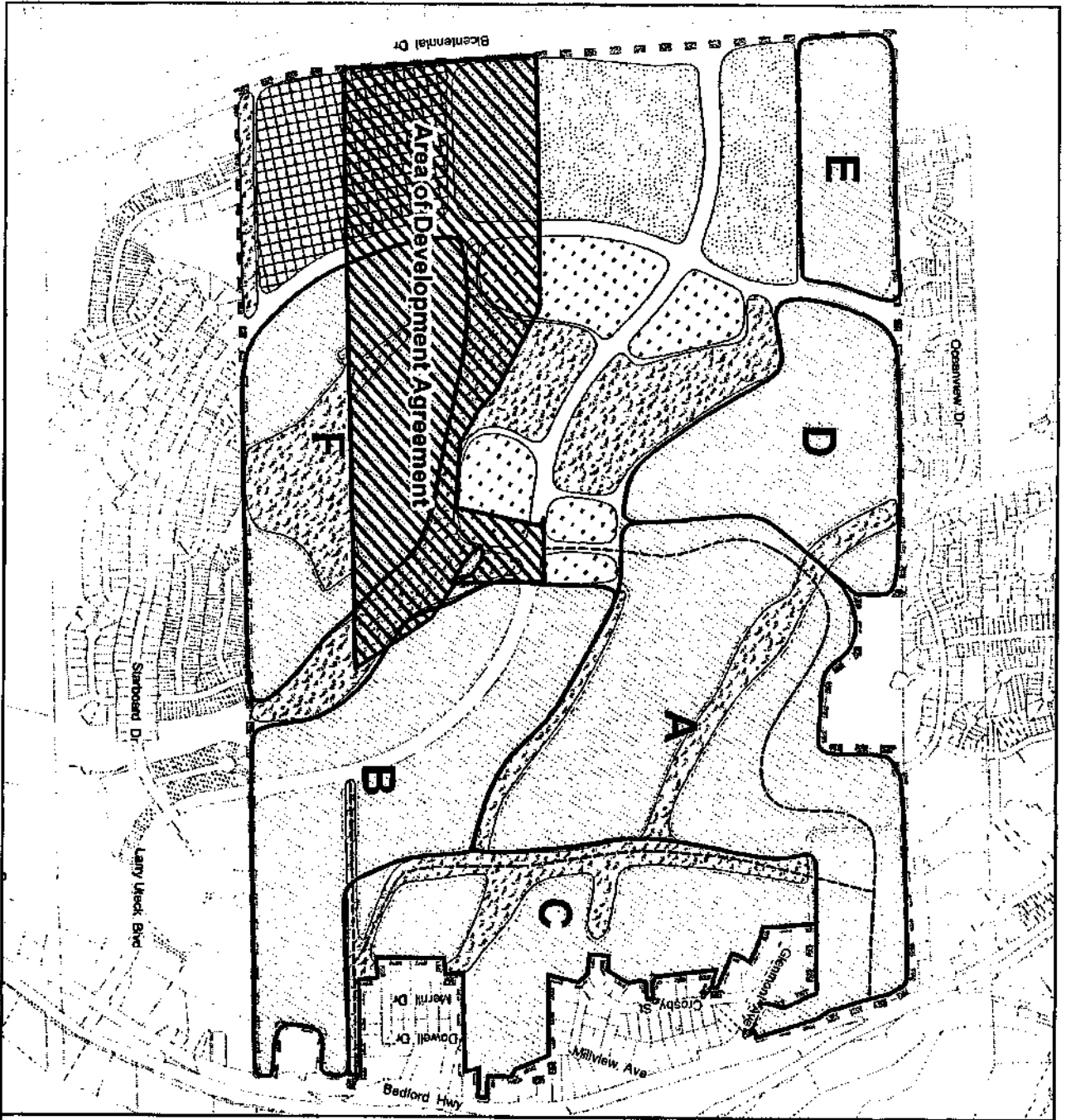
Schedule K






the
Ravines
OF BEDFORD SOUTH

Conceptual Master Plan



Schedule L Community Concept Plan Land Use Designation



- Proposed Land Use**
-  Residential Neighbourhoods
 -  General Commercial
 -  Community Commercial / Institutional
 -  Mixed Use / Business Campus
 -  Park / Open Space (Major Areas)

Note: Neighbourhood Parks to be confirmed by Development Agreement.



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**Schedule M
Requirements for Institutional Uses**

No development permit shall be issued for an Institutional Use except for one or more of the following uses:

- a) churches;
- b) schools;
- c) libraries;
- d) public buildings;
- e) private recreational facilities and clubs;
- f) open space and park uses
- g) daycare facilities/nursery schools/ early learning centres;
- h) any uses accessory to the foregoing uses.

DEVELOPMENT REQUIREMENTS

No development permit shall be issued except in conformity with the following requirements:

| | |
|----------------------------------|---|
| Minimum Lot Area | 10,000 sq. ft |
| Minimum Lot Frontage | 100 ft. |
| Minimum Front Yard | Local Street 20 ft; Collector or Arterial 30 ft. |
| Minimum Rear Yard | 20 ft. |
| Minimum Side Yard | 8 ft., or half the height of the building, whichever is greater |
| Flankage Yard | Local Street 20 ft; Collector or Arterial 30 ft. |
| Maximum Height of Building | 50 ft. |
| Lot Coverage | 35% |

Schedule N
General Requirements

GENERAL PROVISIONS: USES

1. Temporary Commercial Uses Permitted

Nothing in this By-law shall prevent the use of land or the erection of a temporary building or structure including a sales or rental office incidental to construction in progress until such construction has been finished or discontinued for a period of thirty days and provided that such temporary structures or buildings are located on an approved building lot and meet the required setbacks; or the temporary use of land for such purpose as fairs, festivals, the display of artwork and crafts, or artistic performances provided that such remain in place no longer than five (5) days. Mobile vendors and canteens are permitted in all areas except Residential Areas in conjunction with a special event including but not limited to, recreational events, civic events, community events, for a maximum period of four (4) days, per event. Any development permit issued for a special use under this section shall be in force for a maximum period of one (1) year from the date of issue and any permit may be reissued upon request, subject to review by the Development Officer.

2. Home Occupations

A home occupation shall be permitted in any dwelling in an area designated residential provided:

- a) it shall be conducted by the resident occupant in his or her residence;
- b) it shall be clearly accessory and incidental to the use of the dwelling as a residence;
- c) it shall be conducted within the enclosed living areas of the dwelling;
- d) no alterations shall be made which would change the physical character of the dwelling as a residence;
- e) no outside storage of any kind shall be associated with the home occupation;
- f) there shall be no exterior evidence of the conduct of a home occupation except for a business identification plate or sign of a maximum two (2) square feet in area which shall not be backlit;
- g) the maximum size of any home occupation (excluding daycares) shall be not more than 25% of the total floor area of the dwelling unit to a maximum of 500 square feet;
- h) one off-street parking space, other than those required for the dwelling, shall be provided for each 250 square feet of floor space occupied by the home occupation;
- i) it shall not be an objectionable use;
- j) no stock in trade, except articles produced by members of the immediate family residing in the dwelling shall be displayed or sold within the dwelling) and,
- k) the following are deemed not to be home occupations and are not permitted within the residential areas:
 - i) automotive repair shop
 - ii) autobody repair shop
 - iii) auto paint shop
 - iv) machine shop
 - v) welding
 - vi) retail sales outlets, except articles produced by members of the immediate family in the dwelling;
 - vii) restaurants
 - viii) amusement centre

- ix) any use involving the care of animals
- l) the following shall apply to Bed and Breakfast/Guest Home establishments:
 - i) bed and breakfast/guest homes shall be permitted in single detached dwellings only.
 - ii) notwithstanding section 2 g), it shall occupy not more than three rooms as sleeping rooms for overnight guests.
 - iii) notwithstanding section 2 h), one off-street parking space, other than those required for the dwelling, shall be provided for each bedroom rented for overnight guests.

3. Day Care Facilities, Nursery Schools, Early Learning Centres, After School Care

Day care facilities, nursery schools, early learning centres, and after school care shall be permitted in any dwelling in any residentially designated area provided that:

- a) it shall be conducted by the resident occupants in their residence who may employ as well not more than two employees;
 - b) the maximum number of children in each facility shall not exceed 14;
 - c) the building must be occupied as a dwelling unit;
 - d) there is clear sight distance for 200 feet on either side of the driveway(s), except on a cul-de-sac;
 - e) a maximum of 50% of the dwelling floor area may be devoted to the child care use;
 - f) subject to b),c),d),e),and f), of Section 8 pertaining to home occupations.
- Notwithstanding (a) and (f), outdoor play areas and play equipment shall be permitted.

4. Boarders and Lodgers

The leasing of not more than two rooms in any dwelling unit in an residentially designated area shall permitted but no window display or sign in excess of two (2) square feet in respect to the use permitted by this clause shall be allowed. One off-street parking space, other than those required for the dwelling, shall be provided for each room devoted to boarders.

5. Mobile Homes

No mobile home shall be located on the property.

6. Truck, Bus, and Coach Bodies

No truck, bus, coach or streetcar body, or railway car, or structure of any kind other than a dwelling unit erected and used in accordance with this agreement shall be used for human habitation, whether or not it is mounted on wheels.

GENERAL PROVISIONS: LOTS AND YARDS AND OTHER STANDARDS

7. Buildings To Be Erected On A Lot

No person shall erect or use any building unless such building is erected upon a lot unless otherwise permitted by this agreement.

8. Frontage On A Street

Except as provided for in this agreement, no building, structure or use shall be permitted unless the lot or parcel of land intended to be used or upon which the building or structure is to be erected abuts and fronts upon a public street.

9. One Main Building On A Lot

No person shall erect more than one (1) main building on a lot in an area designated for residential uses, including multiple units except as otherwise permitted in this agreement.

10. Special Requirements: Corner Lots

On a corner lot, a fence, sign, hedge, shrub, bush or tree, or any other structure or vegetation which obstructs vision shall not be erected or permitted to grow to a height greater than two (2) feet above grade of the streets that abut the lot within the triangular area included within the street lines for a distance of twenty (20) feet from their point of intersection.

11. Watercourse Setbacks and Buffers

- (1)
 - (a) No development permit shall be issued for any development within 20m of the ordinary highwater mark of any watercourse.
 - (b) Where the average positive slopes within the 20m buffer are greater than 20%, the buffer shall be increased by 1 metre for each additional 2% of slope, to a maximum of 60m.
 - (c) Within the required buffer pursuant to clauses (a) and (b), no excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted in relation to a development.
 - (d) Within the required buffer pursuant to clauses (a) and (b), activity shall be limited to the placement of one accessory structure or one attached deck not exceeding a footprint of 20 m² or a combination of an accessory structure and attached deck not exceeding 20 m², fences, boardwalks, walkways and trails not exceeding 3 metres in width, wharfs, boat ramps, marine dependent uses, fisheries uses, conservation uses, parks on public lands, historic sites and monuments, and public road crossings, driveway crossings and wastewater, storm and water infrastructure.
 - (e) Within the buffer required pursuant to clause (a), no excavation, infilling, tree, stump and other vegetation removal or any alteration of any kind shall be permitted in relation to a development.
- (2) Notwithstanding subsection (1), nothing in this by-law shall prohibit the removal of windblown, diseased or dead trees, deemed to be hazardous or unsafe.
- (3) Notwithstanding subsection (1), the selective removal of vegetation to maintain the overall health of the buffer may be authorized by the Development Officer where a management plan is submitted by a qualified arborist, landscape architect, forester or forestry technician.
- (4) Every application for a development permit for a building or structure, shall be accompanied by plans drawn to an appropriate scale showing the required buffers, existing vegetation limits and contours and other information including professional opinions, as the Development Officer may require, to determine that the proposed building or structure will meet the requirements of this section.

12. Natural Hazards And Yard Requirements

Where a front yard, side yard or rear yard is required and part of the area of the lot is usually covered by water or marsh, or is beyond the rim of a river bank or watercourse, or between the top and toe of a cliff or embankment having a slope of 20% or more from the horizontal, then the required yard shall be measured from the nearest main wall from the main building or structure on the lot to the edge of the said area covered by water or marsh, or to the rim of the said river bank or watercourse, or to the top of the said cliff or embankment if the said area is closer than the lot line.

13. Illumination

No person shall erect any illuminated sign or shall illuminate an area outside any building unless such illumination is directed away from adjoining properties and any adjacent streets.

GENERAL PROVISIONS: ACCESSORY BUILDINGS OR STRUCTURES

14. Accessory Uses Permitted

Where this agreement provides that any land may be used or a building or structure may be erected or used for a purpose the purpose includes any accessory use thereof.

15. Accessory Buildings

- a) Accessory uses, buildings and structures shall be permitted but shall not:
- i) be used for human habitation;
 - ii) be located within the required front yard of a lot;
 - iii) be built closer than four (4) feet to any lot line;
 - iv) exceed fifteen feet (15) feet in height in any Residentially designated area ;
 - v) exceed 750 square feet in total floor area for all accessory space on a lot in any Residentially designated area, except for public buildings and uses *and* swimming pools;
 - vi) be built within six (6) feet of the main building;
 - vii) be considered an accessory building if attached to the main building in any way or be considered an accessory structure if located completely underground.
- b) Notwithstanding anything else in this by-law, drop awnings, clothes poles, flag poles, garden trellises, fences, children play structures, satellite, uncovered decks no higher than 2 (two) feet and retaining walls shall be exempted from any requirements for accessory uses under subsection (a.)
- c) Garbage collection bins and stalls shall be subject to the accessory building provisions of this section and shall be fenced or otherwise enclosed by a structure so as not to be visible from any street or adjacent residential property.
- d) Swimming pools shall be completely enclosed with fencing, a minimum of five (5) feet in height.

16. Shipping Containers as Accessory Buildings

- a) Shipping containers may not be used as accessory buildings to a residential or commercial use.

- b) No shipping container may be used as a dwelling or other form of accommodation, including offices.
- 17. Fences**
- a) For the purpose of this schedule, fences shall be deemed to be structures and therefore shall require a development permit.
 - b) Fences shall be permitted in any area but shall not:
 - i) exceed six (6) feet in height;
 - ii) be located within the required front yard of a lot or be located closer to the front lot line than the main building on the lot if the fence is more than three feet in height.
- 18. Restrictions On Outdoor Storage/Outdoor Display and Sales**
- a) No outdoor storage shall be permitted. No outdoor display and sales shall be permitted.

GENERAL PROVISIONS: PARKING AND LOADING FACILITIES

19. Parking Requirements

- a) For every building or structure to be erected or enlarged, off-street parking located within the same designated area as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following schedule:

| <u>TYPE OF BUILDING</u> | <u>PARKING REQUIRED</u> |
|--|---|
| A dwelling containing dwelling units | Two (2) parking spaces. |
| All other dwellings spaces for each dwelling unit. | One and one-half (1.50) |
| Churches, church halls, | Where there are fixed auditoria seats one (1) parking space for every (5) five seats, or ten (10) feet benchspace. |
| | Where there are no fixed seats, one (1) parking space for each one hundred (100) square feet of floor area devoted to public use. |
| Hospitals and nursing homes | One (1) parking space for each two (2) beds or each four hundred (400) square feet of floor area, whichever is the greater. |
| Senior Citizen apartments | One (1) parking space for every two (2) dwelling units. |
| General Retail | Four and one half (4.5) parking spaces per thousand (1000) square feet of gross leasable floor area. |
| Office Commercial | Three and one half (3.5) parking spaces per thousand (1000) square feet of gross leasable floor area. |

| | |
|-------------------------------------|---|
| Medical/Dental | Two (2) spaces per consulting room |
| All other commercial uses | Four and one half (4.5) parking spaces per thousand (1000) square feet of gross leasable space. |
| Day Care Facilities, Nursery | 1.5 spaces per 400 square (37.2 m ²) of gross floor area |
| Schools, and Early Learning Centres | |

- b) Handicapped parking stalls shall be provided at a ratio of four (4) percent of the total required in each lot with a minimum of one (1) stall per lot where required parking is for five (5) stalls or greater. These spaces shall be located near building entrances which shall be wheelchair accessible.
- c) The parking requirements for multiple occupancy buildings which contain a mix of different uses shall be determined by calculating the sum of the parking requirements for each use and then reducing the number by twenty percent to allow for the shared usage of spaces by building occupants.

20. Commercial Motor Vehicles In Residential Areas

- a) For the purpose of this agreement, "Commercial Motor Vehicles" shall mean any motor vehicle which is used for a commercial purpose, including but not limited to, ambulances, hearses, motor buses, tractors, panel vans, transport and dump trucks, whether or not it displays commercial licenses or signage.
- b) Not more than one commercial motor vehicle shall be kept in a Residentially designated area and this vehicle shall be owned or operated by the occupant of the lot, and parked on the lot.

21. Loading Spaces

- a) No person shall erect or use any building or structure for manufacturing, storage, warehouse, department store, retail store, wholesale store, market, freight or passenger terminal, hotel, hospital, or other uses involving the frequent shipping, loading or unloading of animals or goods, unless there is maintained on the same premises with every such building, structure or use:

| <u>Gross Floor Area</u> | <u>No. of Spaces</u> |
|--------------------------|----------------------|
| Less than 4999 sq. ft. | 0 |
| 5000-14,999 sq. ft. | 1 |
| 15,000-34,999 sq. ft. | 2 |
| More than 35,000 sq. ft. | 3 |

- b) Each loading space shall be at least twelve (12) feet by forty (40) feet with a minimum of fourteen (14) feet height clearance. No such loading spaces shall be located within any required front yard or be located within any required yard which abuts a Residential or Park Designated area.
- c) Each loading space shall not be obstructed by any other parking space or accessory structure;
- d) The requirements in a), b), and c) above may be waived if it is indicated that the uses which are to occupy a building do not require loading space(s).

22. Bicycle Parking Facilities

As per Land Use By-law for Halifax Mainland -13AA

GENERAL PROVISIONS: SIGNS

23. Signs

1. General

- a) No person shall erect a sign without first obtaining a development permit from the Development Officer;
- b) All signs shall be located on the lot containing the business being advertised;
- c) Not more than two signs per business shall be permitted;

1A. Temporary Signage

- (a) Subject to HRM By-law S-800.

2. Signs Permitted In All Areas

The following signs shall be permitted in all areas;

- a) name and street number of residential and non-residential buildings;
- b) "No Trespassing" signs and other such signs regulating the use of a property, provided said sign does not exceed two (2) square feet in area;
- c) "For Sale" or "For Rent" signs, provided such signs do not exceed six (6) square feet per face in any residential area and thirty-two (32) square feet per face in any non-residential area;
- d) signs regulating traffic within the lot or giving direction or identifying the function of part or all of a building, provided that such signs do not exceed five (5) square feet in area;
- e) signs erected by a governmental body or public authority such as traffic signs, railroad crossing signs, signs identifying public properties and buildings without limitation as to the maximum sign areas, and lists of electors;
- f) memorial signs or tablets and signs denoting the date or erection of a building as well as signs identifying historic sites;
- g) flag, pennant, or insignia of any government or religious, charitable, or fraternal organization;
- h) signs which are incidental to construction and are located on the same lot, provided that such sign shall not exceed sixty-four (64) square feet in area;
- i) notices of religious or patriotic demonstrations and public exhibitions.

3. Signs Prohibited In All Areas

The following signs shall not be permitted or erected, notwithstanding anything else contained in this agreement:

- a) signs having flashing or moving illumination which varies in intensity or colour, signs having moving parts, whether caused by mechanical apparatus, electrical pulsation, or normal wind current;

- b) portable signs except for once per business for a maximum period of sixty (60) continuous days for new business openings;
- c) any sign which creates a hazard to public safety;
- d) any sign proximate to a roadway or driveway which obstructs the vision of vehicular drivers whether by virtue of its sign location, appearance or illumination or which obscures or obstructs any traffic control sign or device of any public authority;
- e) any sign which obstructs access to or from a fire escape, door, window, or other required fire exit;
- f) signs which resemble traffic control signs of any public authority, whether by shape, colour, message or location which would interfere with or confuse traffic along a public road;
- g) any sign which advertises a product which is no longer sold or a business which is no longer in operation;
- h) signs which are not located on the same lot as the commercial establishment, which state the name of the said establishment and the type of business or products of said establishments;
- i) signs on public property or public rights-of-way unless erected by a public authority;
- j) string lights, other than for temporary holiday decoration whose illumination is unshielded from adjacent properties;
- k) searchlights, pennants, spinners, banners, and streamers, except for temporary uses such as grand openings and exhibitions;
- l) signs located on or affixed to the roof of any structure;
- m) signs affixed to natural objects (trees, stones).

4. Facial Wall Signs

No facial wall sign shall:

- a) extend above the top of the wall on which it is affixed;
- b) extend beyond the extremities of the wall on which it is affixed;
- c) include more than one message for each business premise in the building on which it is affixed where the building contains multiple occupancies;
- d) have an area which exceeds ten (10) percent of the area of the wall on which it is attached;

5. Projecting Wall Signs

No projecting wall sign shall:

- a) project over a public right-of-way unless otherwise provided for in this By-law;
- b) project more than six (6) feet from the wall on which it is attached;
- c) project above the eaves, parapet or roof line of a building;
- d) be erected below a height of ten (10) feet above grade;
- e) have a single face area greater than sixteen (16) square feet; canopies and awnings incorporating signage are not subject to subsections a), c), d), and e);

6. **Ground Signs Or Free Standing Signs**

No ground sign shall:

- a) exceed a height of fifteen (15) feet from the grade to the highest part of the sign;
- b) be set back less than five (5) feet from the front lot line, or the flankage lot line of a corner lot, in any commercial area;

7. **Signs In A Residential Area**

Unless otherwise regulated in this agreement, no sign in any Residential Designated area shall exceed three (3) square feet in sign area or be higher than five (5) feet from grade to the top of the sign in the case of a ground sign.