

THIS AGREEMENT made this 11 day of February, 2021.

BETWEEN:

ADSUM ASSOCIATION FOR WOMEN & CHILDREN
a society, registered in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY
a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 158 Greenhead Road, Lakeside and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Municipality entered into a development agreement with the Association for Women's Residential Facilities to permit a residential care facility on the lands on April 22, 2002, and which said development agreement (referenced as Municipal Case Number 00439) was registered at the Registry of Deeds in Halifax on November 29, 2002 in Book No. 7220 at pages 1169-1180 as Document #52013 (hereinafter called the "Existing Agreement"), and which applies to the Lands;

AND WHEREAS the developer has requested to discharge the Existing Agreement from the Lands;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on January 19, 2021, referenced as Municipal Case Number 22978;

AND WHEREAS the Developer has requested that the Municipality enter into a new Development Agreement to allow the development of a residential care facility on the Lands pursuant to Policy UR-17 of the Municipal Planning Strategy for Timberlea/ Lakeside/ Beechville and Section 3.6(e) of the Land Use By-law for Timberlea/ Lakeside/ Beechville;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on January 19, 2021, referenced as Municipal Case Number 22978;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

Designated Smoking Area: means an area of the property, whether indoor or outdoor, designated as a smoking area.

Developable Area: means the portion of the Lands where all development and site disturbance shall be located, including buildings, driveway, amenity area and parking area as shown on Schedule B.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 22978:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement; and
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer a Landscape Plan in accordance with Section 3.9 of this Agreement, unless otherwise permitted by the Development Officer.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this

Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) A residential care facility, and accessory uses; or
- (b) Any uses permitted within the zone applied to the Lands subject to the provisions contained within the applicable Land Use By-law as amended from time to time.

3.4 Detailed Provision for Land Use

3.4.1 More than one main building shall be permitted on the Lands.

3.4.2 The main building(s) siting, bulk and scale shall comply to the following:

- (a) lot coverage shall not exceed 35%.
- (b) the minimum setback shall be 24 feet (7.3 meters) from the front lot line;
- (c) the minimum setback shall be 8 feet (2.4 meters) from the side and rear lot line;
- (d) the maximum height shall not exceed 35 feet (10.7 meters);

3.4.3 All development shall be located within the Developable Area as illustrated on Schedule B.

3.4.4 Accessory buildings are permitted within the Developable Area subject to the requirements set out for residential zones in the applicable land use by-law.

3.5 Architectural Requirements

3.5.1 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.5.2 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Greenhead Road or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.5.3 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.6 Amenity Area

Playground

3.6.1 The Developer shall maintain a secure playground area with playground equipment suitable to the needs of the children living in the residential care facility.

Designated Smoking Area

3.6.2 The Developer shall designate a smoking area on the Lands which must be setback a minimum of 24 feet (7.3 meters) from the front property line.

3.7 Parking, Circulation and Access

3.7.1 The driveway access shall be sited as shown on Schedule B.

3.7.2 A minimum of 24 parking spaces shall be provided.

3.7.3 The standards for the parking area shall in accordance with the Land Use By-law, as may be amended from time to time.

3.8 Outdoor Lighting

3.8.1 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.

3.9 Landscaping

3.9.1 Landscaping of the property shall be provided as follows:

- (a) Within the front yard of the Developable Area, the first 3 meters (10 feet) of lot depth bordering the street right-of-way shall be fully landscaped, except where driveway or pedestrian access points are required.
- (b) Landscaping shall consist of grass and a minimum of one shrub for each 4.6 square meters (50 square feet) of required landscaped area and one tree for every 15.2 meters (50 feet) of lot frontage.

3.9.2 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard.

3.9.3 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this Section and the HRM Urban Forest Master Plan. The Landscaping Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects).

3.9.4 One calendar year following the date of issuance of the first Building Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.9.5 Notwithstanding Section 3.9.4 where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.10 Maintenance

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

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

3.11 Signs

3.11.1 A maximum of one (1) fascia wall sign, not more than 0.6 square meters (6.5 square feet) shall be permitted on the Lands for the purposes of identifying the residential care facility.

3.11.2 Any sign which has an area of not more than 0.2 square meters (2 square feet) and which regulates the use of property shall be permitted on the Lands.

3.11.3 Signs shall not be illuminated.

3.12 Temporary Construction Building

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

3.13 Screening

3.13.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Greenhead Road and residential properties opposite the front property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.13.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Greenhead Road or incorporated in to the architectural treatments and roof structure.

3.13.3 Any mechanical equipment shall be screened from view from Greenhead Road with opaque fencing or masonry walls with suitable landscaping.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off-Site Disturbance

4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Solid Waste Facilities

4.3.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with HRM Solid Waste Resources.

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

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

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

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance 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. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
- (a) Changes to the Developable Area as illustrated on Schedule B.
 - (b) Changes to the accessory building requirements as detailed in Section 3.4.4.
 - (c) Changes to the sign requirements as detailed in Section 3.11.
 - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement provided the extension requested does not exceed two (2) years;

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the 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.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Building Permit.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, 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;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which have been completed, discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office 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; or
 - (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

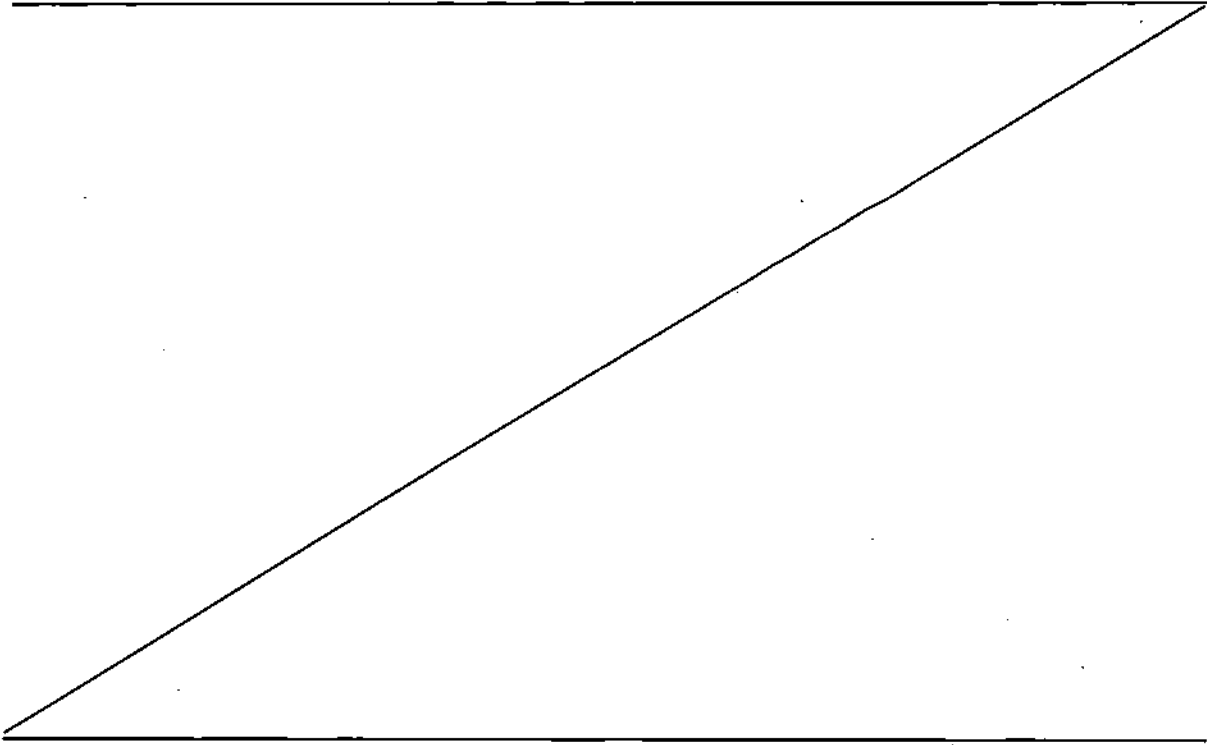
8.1 Enforcement

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

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.



IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Original Signed)

Witness

Allison Nugent

ADSUM ASSOCIATION FOR WOMEN & CHILDREN

(Original Signed)

Per:

Print Name:

Sheri Lecker

Print Position:

Executive Director

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

(Original Signed)

Witness

(Original Signed)

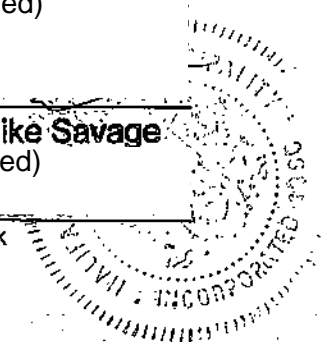
Witness

HALIFAX REGIONAL MUNICIPALITY

(Original Signed)

Mayor Mike Savage
(Original Signed)

Municipal Clerk



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 11th day of February, A.D., 2021, before me, the subscriber personally came and appeared Allison Wuant a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that ADSUM ASSOCIATION FOR WOMEN & CHILDREN, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

(Original Signed)

A Commissioner of the Supreme Court
of Nova Scotia

ASHLEY DONALD
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 11 day of February, A.D., 2021, before me, the subscriber personally came and appeared Kelly MacNamara and Svetla Singh the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and ~~Iain MacLean~~, Municipal Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

(Original
Signed)

April Stewart

(Original Signed)

A Commissioner of the Supreme Court
of Nova Scotia

SIMON ROSS-SIEGEL
A Commissioner of the
Supreme Court of Nova Scotia

Schedule "A"

Legal Description Lot "X"

ALL that certain lot piece or parcel of land situated lying and being on the southern side of the Greenhead Road at Lakeside in the County of Halifax, Province of Nova Scotia, shown as Lot "X" on a plan entitled Proposed School Lot, prepared by J. Forbes Thompson, P.L.S. dated the 5th day of March, 1963. Said lot being more particularly described as follows:

BEGINNING at an iron pin set on the southern boundary of the Greenhead Road. Said pin marking the north east angle of the lot herein described.

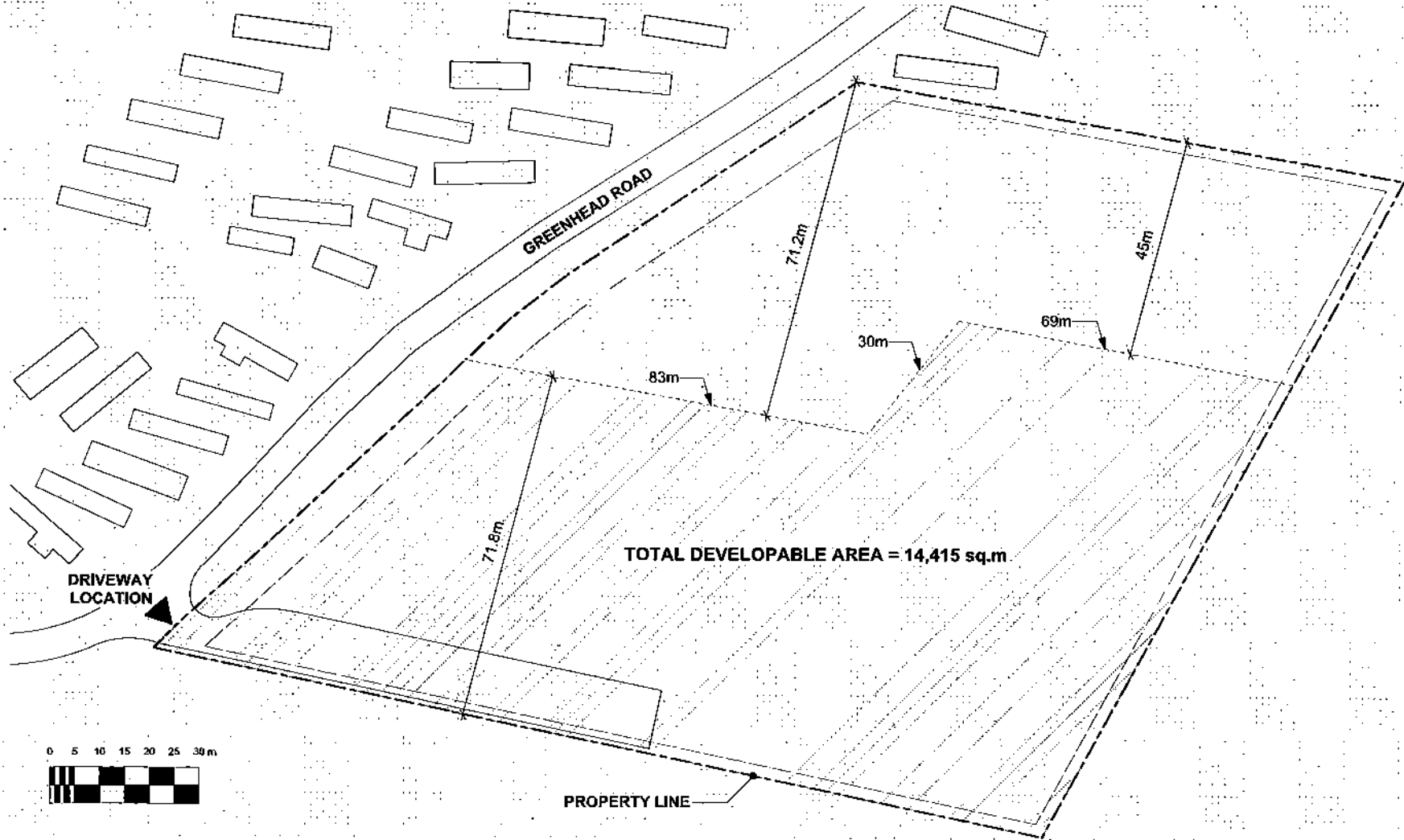
THENCE by the magnet of the year 1959 south fifty-seven degrees and twenty-three minutes east (S57° 23'E) a distance of three hundred sixty-five point three feet (365.3') to a point;

THENCE south fifty degrees and thirty-seven minutes west (S50° 37'W) along an old blazed line, a distance of five hundred point zero feet (500.0') to a point. Said point marking the south west angle of the said lot.

THENCE north fifty-seven degrees and twenty-three minutes west (N57° 23'W) a distance of six hundred twenty-eight point eight feet (628.8') to an iron pin set on the southern boundary of the Greenhead Road. Said pin also marking the north west angle of said lot.

THENCE in an easterly direction following several courses of the southern boundary of the Greenhead Road, a distance of six hundred fifty feet more or less (650') to the point of beginning.

CONTAINING five point six (5.6) acres more or less.



DRIVEWAY
LOCATION

GREENHEAD ROAD

TOTAL DEVELOPABLE AREA = 14,415 sq.m

PROPERTY LINE



Adsum Centre
158 Greenhead Road

Schedule B: Site Plan