

**LAST UPDATED MARCH 2019**  
**Brunello Estates Development Agreement**

<b>CASE #</b>	<b>SIGNING DATE</b>	<b>DESCRIPTION</b>	<b>Amendment</b>
00265	Feb 11, 2002	Mixed used golf community	Original
00590	Aug 22, 2003	Change to road network	1 <sup>st</sup> Amendment
00623	April 14, 2004	Modify road network	2 <sup>nd</sup> Amendment
00536	July 8, 2004	Vary SUD requirements	3 <sup>rd</sup> Amendment
01040	Jan 22, 2008	Capacity issues resolved, additional limited units permitted	4 <sup>th</sup> Amendment
01312	Oct 25, 2010	Density tracking info	5 <sup>th</sup> Amendment
16934	Jan 4, 2012	Modify road layout, parkland	6 <sup>th</sup> Amendment
17251	Dec, 2012	Alternate housing blocks 1,2,3	7 <sup>th</sup> Amendment
17826	Dec 18, 2013	Alter Commercial boundary and clarify Ca standards	8 <sup>th</sup> Amendment
18232	Feb 13, 2015	Alter lot frontage for SUDs	9 <sup>th</sup> Amendment
20141	Dec 20, 2017	Reduced frontage on SUDs	10 <sup>th</sup> Amendment
20447	Jan 22, 2018	Multi ("The Nines Development")	11 <sup>th</sup> Amendment
21446	Feb 19, 2019	Change in alternative housing types on Block 2 and 3	12 <sup>th</sup> Amendment

**ATTACHMENT A**

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, 2001

BETWEEN:

**NINE MILE RIVER INVESTMENTS LTD.**

(hereinafter called the "Developer")

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY,**

a body corporate, in the County of Halifax,

Province of Nova Scotia

(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developers are the registered owners of certain lands located within Timberlea and Lakeside, and which said Lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** the Developers have requested the Municipality enter into a development agreement to permit a mixed use development consisting of a golf course, mixed residential uses, park and open space uses, and commercial areas pursuant to the provisions of the Municipal Government Act and Municipal Planning Strategy and Land Use By-Law for Timberlea/Lakeside/Beechville

**AND WHEREAS** the Western Region Community Council approved this request

at a meeting held on \_\_\_\_\_, 2001 referenced as Municipal Case Number 00265; **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** The Developers agree that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 1.2** Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Land Use By-law for Timberlea/Lakeside/Beechville, as may be amended from time to time.
- 1.3** Except as otherwise provided for herein, the subdivision of the Lands shall comply with the requirements of the Subdivision By-law of Halifax County Municipality, as may be amended from time to time.
- 1.4** Pursuant to Section 1.2 and 1.3, 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, Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developers or lot owners agree to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.
- 1.5** 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 and Subdivision 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.
- 1.6** The Developer and any subsequent lot owner 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 any lands owned by the Developers or lot owner.
- 1.7** 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.
- 1.8** Where there is conflict between the working of this Agreement and the Schedules to this Agreement, the Schedules shall prevail.
- 1.9** That certain lands on the Trinity Way (PID 40883431), more particularly described in Schedule "A" attached to this agreement (herein referred to as the "Trinity Way Lands") become part of this agreement. (#00536)

## **PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS**

**2.1** The Developers shall develop and use the Lands in conformance with the site plans, design drawings, renderings and supporting technical documents, attached as the following Schedules to this Agreement:

Schedule A:	Legal Description
Schedule B1.C:	Golf Course Community Plan (#18232)
Schedule B2.C:	Community Concept Plan (#18232)
Schedule B3.C:	Building Height Areas (#18232)
<i>Deleted Schedule C "Recreational Facilities", Adding Schedules C1 and C2 - #16934</i>	
Schedule C1.C:	Public Recreation Facilities (#18232) Public
Schedule C2.C:	Recreation Facilities (#18232)
Schedule D1.C:	Road Hierarchy (#18232)
Schedule E:	Road Cross Sections (Could not find this schedule in the Original DA)
Schedule E1.A:	Plan View of Proposed Crossing Street (#00623)
Schedule E1.B:	Crossing with Median (#16934)
Schedule E2A:	Commercial (Town Centre) (#16934)
Schedule E3A:	Modified Urban Minor Collector (#16934)
Schedule E4A:	Modified Urban Local (#16934)
Schedule E5:	Modified Rural Local
Schedule E6:	Private Road
Schedule F1.C:	Sewer Servicing Schematic (#18232)
Schedule G1.C:	Water Servicing Schematic (#18232)
Schedule H1.C:	Conceptual Storm Water Management Plan (#18232)
Schedule H2:	Site Grading/Storm Water System Sample
Schedule H3:	Supporting Documentation for the Stormwater Management Plan and Erosion Control
Schedule I1.C:	Procedures Major Non Disturbance (#18232)

*Deleted Schedules – Case 16934*

<del>Schedule J:</del>	<del>Golf Course Community Plan</del>
<del>Schedule K:</del>	<del>Community Concept Plan</del>
<del>Schedule L:</del>	<del>Building Height Areas</del>
<del>Schedule M:</del>	<del>Recreation Facilities</del>
<del>Schedule N:</del>	<del>Road Hierarchy</del>
<del>Schedule O:</del>	<del>Sanitary Sewer Servicing Schematic</del>
<del>Schedule P:</del>	<del>Water Servicing Schematic</del>
<del>Schedule Q:</del>	<del>Conceptual Storm Water Management Plan</del>
<del>Schedule R:</del>	<del>Non Site Disturbance Areas</del>

*Added Schedules – Case #01312*

Schedule S:	Maple Grove Phase
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*Added Schedules – Case #17521*

*Deleted Schedules – Case #21446*

<del>Schedule T 1:</del>	<del>Site Plan Blocks 1 &amp; 2</del>
<del>Schedule T 2:</del>	<del>Landscape Plan Blocks 1 &amp; 2</del>
<del>Schedule T 3:</del>	<del>Elevations Blocks 1 &amp; 2 – 1 Storey Option</del>
<del>Schedule T 4:</del>	<del>Elevations Blocks 1 &amp; 2 – 2 Storey Option</del>
<del>Schedule U 1:</del>	<del>Site Plan Block 3</del>
<del>Schedule U 2:</del>	<del>Landscape Plan Block 3</del>
<del>Schedule U 3:</del>	<del>Elevations Block 3 – 1 Storey Option</del>

<del>Schedule U-4:</del>	<del>Elevations Block 3 – 2 Storey Option</del>
<i>Added Schedules – Case 21446</i>	
Schedule T - 1.1	Site Plan – Block 1
Schedule T - 1.2	Landscape Plan – Block 1
Schedule T - 2.1	Concept Plan – Block 2
Schedule T - 3.1	Elevations – Block 1, 1 Storey Option
Schedule T – 4.1	Elevations Block 1, 2 Storey Option
Schedule U – 1.1	Concept Plan – Block 3

*Added Schedules – Case 20141*

Schedule V: Intersection of Timberlea Parkway, Brunello Boulevard and Clubhouse Entrance

*Added Schedules – Case 20447*

- Schedule W-1: Site Plan
- Schedule W-2: North Elevation
- Schedule W-3: South Elevation
- Schedule W-4: East Elevation
- Schedule W-5: West Elevation

*Deleted – Case #16934*

~~2.1.1 Notwithstanding Section 2.1, the new Schedules K to S inclusive apply to Phase 1 only and supersede only the Phase 1 portion of Schedules B1, B2, B3, C, D, F, G, H1, and I respectfully. (added in case #01312)~~

**2.2 Type of Land Use**

**2.2.1** The Municipality acknowledges that the design for the lands, as illustrated in Schedule “B1.C” and Schedule “B2.C” forms the primary intent of both the Municipality and the Developer with respect to future development approvals. The use of the Lands permitted by this Agreement are the following:

- (a) a maximum of 3200 dwelling units of which a maximum number of 2500 may be multiple unit dwellings, inclusive of townhouses, reduced frontage single unit dwellings (with a frontage of less than 40 feet (12.19 metres)) and alternate housing types (Sections 2.4.1(c) and 2.4.3) (#18232)
- (b) an eighteen hole golf course with driving range and clubhouse, inclusive of pro-shop, licensed restaurant and lounge, canteen, and ancillary support features such as service buildings and yards, teaching facilities, cart sheds, and equipment storage buildings;
- (c) commercial development;
- (d) a Town Centre consisting of commercial, service, residential, institutional and open space uses;
- (e) an office campus; and
- (f) public and private open space and recreational lands.

**2.2.1.1** The Developer agrees that in respect to the Maple Grove Phase attached as Schedule S, it shall only request Building Permits to be issued for a maximum of 180 units until such time as wastewater servicing management plan meeting the requirements of Halifax Water and Nova Scotia Environment is in place for the Timberlea, Lakeside and Beechville communities. The Developer agrees to provide, with each Building Permit application, a tracking sheet identifying the location and number units previously receiving Building Permits, the location and the number of units currently applying for Building Permits and the balance remaining until the 180 unit limit is reached. (#01312)

**2.2.2** Development on the Lands shall be in conformance with the land use allocations as shown on Schedule B2.C. The Development Officer shall permit minor changes due to detailed design for the golf course and local street layout, provided that all other requirements are met. Townhouse dwellings and alternate housing types may be substituted for single unit dwellings, provided that:

- (i) the housing mix as described by Section 2.2.1 is maintained;
- (ii) areas designated “Ra” on Schedule B2.C shall contain a minimum of 80% single family units;
- (iii) areas designated “Rb” on Schedule B2.C shall contain a minimum of 60% single family units. Where existing single family units (existing as of the date of this Agreement) abut the Lands, only single family units, open space/park uses, school use or the golf course may abut such existing uses.

**2.2.2.1** The scope of this agreement is extended to allow for the “Trinity Way Lands” (PID 40883431) to be developed for single unit dwellings. All terms and conditions of this agreement, as may be amended from time to time, apply to these lands except as provided for below: (added #00536)

1. The lands shall be used for single unit dwellings.
2. Parking spaces shall be located side by side on abutting lots on either side of the lot line.
3. All parking areas, driveways and circulation aisles shall be asphalt, concrete or a similar paved surface.
4. The dwelling shall front on Trinity Way. The elevation of the first floor shall not be more than 5 feet above the street elevation and there shall not be more than two habitable floors including any garage facing Trinity Way.
5. All of the lots and dwellings shall be permitted to meet the reduced standards for single unit dwellings requirements as set out in Section 2.4.1 (b). Clause 2.4.1 (b) (viii) and Clause vii “Minimum Distance Between Buildings” shall not apply.

6. The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality at the subdivision application stage a design for a Stormwater Management System including a storm water easement for the Trinity Way Lands acceptable to the Development Officer.
7. For the rear yard of the properties abutting Highway 3 there shall be: a non-disturbance area of a total width of approximately 20 feet; or a berm with an opaque wooden fence of a minimum of six feet in height; or a berm with a substantial planting of trees and bushes, all to serve as a barrier from the traffic on Highway 3, acceptable to the Development Officer.

## **2.3 Phasing**

- 2.3.1** The Developer has the right to determine the magnitude and location of each development phase based upon market conditions at the time of development. Each phase shall be established in a manner that ensures a reasonable progression of infrastructure construction from the perspective of Municipal Service System Specifications. The Development Officer, acting reasonably, shall approve the location of each phase.
- 2.3.2** The construction of Street A to a point not more than 100 feet west from the intersection with Street N, the construction of Streets C, D, E, F, G, H, I, and N, and the approval of lots and development permits on those streets shall be permitted on the basis of a single access to Timberlea Village Parkway. No approvals for the extension of Street A beyond this point as shown on Schedule D1.C shall be given until Street J is to be constructed to the western boundary of the Lands to provide a connection to an extension of Riverview Drive.
- 2.3.3** No development permit for any multiple unit dwellings on Street AH shall be granted until such time as two independent public street accesses are provided, with one being to Maple Grove Avenue and one other to Timberlea Village Parkway. (*#16934 – replacing the reference to “Maple Drive” with “Maple Grove Drive”*)
- 2.3.4** Site preparation for each Phase shall not occur until all relevant security bonds have been submitted to HRM, and until the detailed engineering plan and Erosion & Sedimentation Control Plan have been approved by the Development Engineer as specified in this Agreement.
- 2.3.5** All Phases shall include the provision of the applicable parkland parcels and facilities as required by Section 2.6 of this Agreement.
- 2.3.6** The Developer shall be exempt from the requirements relating to concept plan approval and tentative subdivision approval pursuant to the Subdivision By-law for the former Halifax County Municipality.



**2.3.7** ~~Phase 1 shall be developed in accordance with Schedules J to S inclusive as attached hereto. (#01312)~~ The Maple Grove Phase shall be developed in accordance with Schedule S and the applicable portions of all other Schedules of this agreement. (#16934)

**2.3.8** Notwithstanding Section 2.3.7, all sections of the Amended Agreement which apply to the Lands identified as Phase 1 shall continue to apply (#01312).

## **2.4 Development Standards**

### **2.4.1 Single Unit Dwellings**

Single unit dwellings shall be permitted in all designation as shown on Schedule B2.C, excepting Ca.

(a) The following requirements shall apply to a minimum of 40 percent of single unit dwelling lots, exclusive of reduced frontage single unit dwellings (with a frontage of less than 40 feet (12.19 metres)): (#16934; #18232)

(i ) Minimum Lot Area: Minimum lot area shall be 5000 square feet (464.5 sq.m.)

(ii ) Minimum Lot Frontage Minimum lot frontage shall be 50 feet (15.24m)

Notwithstanding the foregoing, for lots with frontage on the outside of a curve, a frontage of 30 feet (9.14m) shall be permitted, provided that a lot width of 50 feet (15.24m) is provided, measured at a distance 25 feet (7.62m) back from the street line (Schedule E) at the centre point of the lot frontage.

In locations where lots are proposed on a private road or shared driveway as shown on Schedule D1.C, a minimum lot width of 50 feet (15.24m) shall be required in lieu of frontage, provided that access easements are provided.

(iii ) Minimum Front and Flankage Yard: 20 feet (6.1m) on any boulevard, or minor collector

residential street, 15 feet (4.57m) on all other streets excepting “commercial (Town Centre)”

(iv ) Minimum Side and

Rear yards: 7 feet (2.13m), except where an attached garage is provided in the side yard in which case the yard may be reduced to 4 feet (1.22m)

(v ) Maximum Lot Coverage and Building Height: 40% lot coverage maximum  
40 foot (12.2 m) height maximum

(vi ) Required Parking: A minimum of 2 spaces per dwelling unit shall be provided. The driveway width shall not exceed 33% of the front yard width, except that 40% shall be the maximum where there are existing trees retained within the front yard, up to the maximum driveway width permitted as per Bylaw S-300, Streets Bylaw. Where on-street parking is not to be provided, 3 parking spaces per dwelling shall be provided. The additional space may be provided on the lot, or in a common off-street visitor parking area which shall be maintained by the Developer pursuant to Section 2.8.

(vii ) Minimum Distance  
Between Dwellings: 12 feet (3.65m)

(b) Notwithstanding 2.4.1, a maximum of 60 percent of single unit dwellings may be approved subject to the following, exclusive of reduced frontage single unit dwellings (with a frontage of less than 40 feet (12.19 metres)): (#00536, #18232)

(i ) Minimum Lot Area: 4000 square feet (371.16 sq.m.)

(ii ) Minimum Lot Frontage: 40 feet (12.2m), except that for lots with frontage on the outside of a curve, a frontage of 24 feet (7.32m) shall be permitted, provided that a lot width of 40 feet (12.2m) is provided, measured at a distance 25 feet (7.62m) back from the street line (Schedule E) at the centre point of the lot frontage.

(iii ) Minimum Front and Flankage Yard: 15 feet (4.57m)

(iv ) Minimum Side and  
Rear yards: 10 feet (3.05m) on one side, 4 feet (1.22 m) on the other, provided that the requirements of the National Building Code are met.

(iv ) Maximum Lot Coverage and Building Height: 45%  
lot coverage maximum

40 foot (12.19m) height maximum

(vi ) Required Parking: A minimum of 2 spaces per dwelling unit shall be provided. The driveway width shall be subject to the Bylaw S-300, Street Bylaw, and shall extend to provide sufficient depth for 2 parking spaces on the lot (a garage shall be considered

to provide one space). Where on-street parking is not to be provided, 3 parking spaces per dwelling shall be provided. The additional space may be provided on the lot, or in a common off-street visitor parking area which shall be maintained by the Developer pursuant to Section 2.8.

(vii ) Minimum Distance  
Between Dwellings: 12 feet (3.66m)

(viii ) A maximum of one-half of the lots permitted under this section may have their minimum areas and frontages reduced by a maximum of 5 percent provided that all other requirements are met.

(c) Pursuant to Section 2.2.1 reduced frontage single unit dwellings (with a lot frontage of less than 40 feet (12.19 metres)) may be approved ~~subject to the following except where the required lot frontage abuts any boulevard or modified urban collector street.~~ **The approval shall be subject to the following: (#18232;20141)**

- (i) Minimum Lot Area: 3,400 square feet (315.87 square metres)
- (ii) Lot Frontage: 34 feet (10.36 metres) except that for lots with a frontage on the outside curve, a frontage of 30 feet (9.14 metres) shall be permitted, provided that the lot width of 34 feet (10.36 metres) is provided measured at a distance 25 feet (7.62 metres) from the street line (Schedule E) at the centre point of the lot frontage.
- (iii) Minimum Front and Flankage Yard 15 feet (4.57 metres)
- (iv) Minimum Side 8 feet (2.44 metres) on one side, 4 feet (1.22 metres) on the other provided that there is 12 feet (3.66 metres) between each building.
- (v) Minimum Rear Yards 8 feet (2.44 metres)
- (vi) Maximum Lot Coverage 45%
- (vii) Building Height 40 feet (12.19 metres)
- (viii) Required Parking A minimum of 2 spaces per dwelling unit shall be provided. The driveway width shall be subject to

the By-law S-300, Street By-law, and shall extend to provide sufficient depth for 2 parking spaces on the lot. A garage shall be considered to provide one parking space.

(ix) **Driveway Spacing**

**A Traffic Study, undertaken pursuant to Section 2.5, shall identify appropriate driveway spacing on each section of each Modified Urban Minor Collector street, as determined by the Development Engineer.**

**To Increase driveway spacing, wherever considered possible by the Development Engineer of the Municipality, driveways for adjacent houses on Modified Urban Minor Collector shall be paired. These paired driveways shall include a landscaped strip separating the paired driveways where possible, as determined by the Development Officer.**

## 2.4.2 **Townhouse Dwellings**

~~Townhouse dwellings shall be permitted in all designations as shown on Schedule B2.C excepting in the Ca designation that the provisions of 2.2.2 are met.~~ **Townhouse dwellings shall be permitted in all designations shown on Schedule B2.C (except in the 'Ca' designation), subject to the following requirements and provided that the provisions of 2.2.2 are met. (#20141)**

- (i ) Minimum Lot Area: Minimum lot area shall be 1800 square feet (167.2 sq.m)
- (ii ) Minimum Lot Frontage: Minimum lot frontage shall be 18 feet (5.5 sq.m)

Notwithstanding the foregoing, for lots with frontage on the outside of a curve, a frontage of 12 feet (3.66 m) shall be permitted, provided that a lot width of 18 feet is provided at the main front building wall.

- (iii) Minimum Front and 20 feet (6.1 m) on any boulevard or minor collector residential street, 15 feet (4.57 m) on all other streets except “commercial (Town Centre)
- (iv) Flankage Yard:
- Minimum Side and Rear Yards: 8 feet (2.44 m) at the side and rear of each building block (#00536, #16934)
- (v) Maximum Lot Coverage 40% lot coverage and Building Height: 40 foot (12.2m) maximum height
- (vi) Maximum Units per Building Block: Maximum Units per building block shall be 8
- (vii) Driveway width and Parking: Driveways are to be in compliance with By-law S-300, Street Bylaw. Where on-street parking is not to be provided, 2.25 parking spaces per dwelling shall be provided. The additional space may be provided on the lot, or in a common off-street visitor parking area which shall be maintained by the Developer pursuant to Section 2.8.
- (viii) Driveway Spacing A traffic study, undertaken pursuant to Section 2.5 shall identify appropriate driveway spacing on each section of each boulevard, commercial, and modified urban minor collector street. Where less than one driveway per unit is to be allowed, a shared parking area may be developed in the front yard of each townhouse block provided that the design meets all applicable municipal requirements. To increase driveway spacing, wherever considered possible by the Development Engineer of the Municipality, driveways for adjacent townhouses on such streets shall be paired. These paired driveways shall include a landscaped strip separating the paired driveways where possible, as determined by the Development Officer. (*Amendment 18232*)

**Exception**

**Townhouse dwellings shall not be permitted along Brunello Boulevard, from the intersection of Timberlea Village Parkway to the Clubhouse Entrance, as shown on Schedule V (*Amendment 20141*)**

### 2.4.3 Alternate Housing Types

Alternate housing types are permitted in all designations as shown on Schedule B2.C, excepting within the Ca designation, and providing that the provisions of Section 2.2 are met.

(i) Alternate housing types include: individual cottages as condominiums or rental units, referred to as “cottage clusters”; homes which share one or more walls and potentially a single access and frontage, referred to as “cluster homes”; homes with home offices or storefronts, referred to as “live-work units”; condominiums that are stacked with one unit above the other, referred to as “stacked condominiums” or duplex dwelling; and semi-detached housing.

(ii) Design Criteria: Development of alternate housing types may be considered following completion of a design study which addresses:

- building height and lot coverage;
- architecture
- landscaping
- parking
- public safety • lot servicing
- lot access.

(iii) Approval: The approval of any alternate housing types shall be contingent on review of detailed plans which address the criteria of this section, and approval of an amending development Agreement by minor amendment pursuant to Section 3.1 (c).

#### 2.4.3.1 Development Standards for Alternate Housing Sites – Blocks 1, 2, and 3

*(addition #17521)*

##### *Requirements Prior to Approval*

- (a) ~~Prior to the issuance of a Development Permit for the development of Blocks 1, 2 or 3 the Developer shall provide the following to the Development Officer:~~
- ~~(i) A detailed Site Grading Plan prepared by a Professional Engineer;~~
  - ~~(ii) 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;~~
  - ~~(iii) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 2.7.1 of this Agreement;~~

- (iv) ~~A detailed Servicing Plan of which may include a Stormwater Management Plan designed to Halifax Water's specification; and~~
  - (v) ~~A detailed Landscape Plan prepared by a Landscape Architect in accordance with clauses (w) to (aa) and acceptable to the Development Officer.~~
- (b) ~~Further to clause (a) and Section 2.2.1.1 of this Agreement, prior to the issuance of any Development Permit on Block 3, the Developer must repeal the equivalent number of approved lots under the development agreement to ensure that only a maximum of 180 residential units are capable of development, until a wastewater solution meeting Nova Scotia Environment's requirements has been achieved or a wastewater servicing management plan, acceptable to Halifax Water and Nova Scotia Environment has been agreed to.~~
- (c) ~~Prior to the issuance of an Occupancy Permit for Blocks 1, 2, or 3, the Developer shall provide to the Development Officer, certification from a Landscape Architect in accordance with clause (z) indicating that the Developer has complied with the landscaping required pursuant to this Agreement, or Security in accordance with clause (aa) of this Agreement has been provided.~~

*General Description of Land Use for Blocks 1 and 2*

- (d) ~~The uses permitted by this Agreement for Blocks 1 and 2 are as follows: (i) No more than 9 townhouse style units on each Block; (ii) One Accessory Building on each Block subject to clause (1); and (iii) Accessory Uses.~~
- (e) ~~Each building shall be located on Blocks 1 and 2 as generally shown on Schedule T-1. Variations to the setbacks provided on the Schedule may be permitted provided the variation does not exceed 1.5 metres (4.92 feet) of the setbacks as illustrated. Upper floors are permitted to project no more than 2 feet (.61 metres) from the base of the building.~~
- (f) ~~Notwithstanding clause (e), no portion of the building shall be located closer than 1.8 metres (6 feet) from any property line.~~
- (g) ~~Each building shall be developed as generally shown on Schedule T-3 or T-4.~~

*General Description of Land Use for Block 3*

- (h) ~~The uses permitted by this Agreement for Block 3 are as follows:~~
- (i) ~~No more than 12 townhouse style units;~~
  - (ii) ~~One Accessory Building subject to clause (1); and (iii)~~
  - ~~Accessory Uses.~~

- (i) ~~Each building shall be located on Block 3 as generally shown on Schedule U-1. Variations to the setbacks provided on either Schedule may be permitted provided the variation does not exceed 1.5 metres (4.92 feet). Upper floors are permitted to project no more than .61 metres (2 feet) from the base of the building.~~
- (j) ~~Notwithstanding clause (i), no portion of the building shall be located closer than 1.8 metres (6 feet) from any property line.~~
- (k) ~~Each building shall be developed as generally shown on Schedule U-3 or U-4.~~

*Accessory Buildings*

- (l) ~~Notwithstanding Section 2.4.6 of this Agreement, one (1) accessory building shall be permitted on each Block. Each accessory building will be subject to the following requirements:~~
- (i) ~~The building shall be located no less than 1.8 metres (6 feet) from any dwelling;~~
- (ii) ~~The building shall be located no less than 1.2 metres (4 feet) from any property line;~~
- (iii) ~~The building shall not exceed 4.7 metres (15 feet) in height; and~~
- (iv) ~~The building shall not exceed a foot print of 27.87 square metres (300 square feet).~~

*Architectural Requirements for all Buildings*

- (m) ~~Exterior building cladding must include a combination of two or more of the following materials:~~
- ~~- clay brick;~~
  - ~~- stone;~~
  - ~~- cedar shakes;~~
  - ~~- wooden cladding;~~
  - ~~- concrete brick;~~
  - ~~- stucco;~~
  - ~~- random stone masonry;~~
  - ~~- vinyl siding; or~~
  - ~~- acceptable equivalent, in the opinion of the Development Officer.~~
- (n) ~~Variations to building materials or colours for buildings that are adjacent to each other are required.~~
- (o) ~~All vents, down spouts, flashing, electrical conduits, metres, services 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.~~



### *Subdivision*

- (p) ~~No subdivision shall be permitted on Blocks 1, 2 or 3 for the purposes of placing each unit on its own lot.~~

### *Parking, Circulation and Access*

- (q) ~~No more than 28 external parking spaces shall be permitted on Blocks 1 and 2 and no more than 12 external parking spaces shall be permitted on Block 3. Additional parking located within each unit is permitted.~~
- (r) ~~Each parking space shall be a minimum of 2.74 metres (9 feet) in width and 6.1 metres (20 feet) long.~~
- (s) ~~Parking spaces located in front of individual entrances to the dwellings shall consist of a decorative hard surface, including but not limited to brick pavers, cobblestone or exposed aggregate and shall not include asphalt.~~
- (t) ~~The driveway width shall be a minimum of 6.1 metres (20 feet).~~
- (u) ~~The driveway and all parking areas shall be hard surfaced. The limits of the driveway and parking area shall be defined by fencing or landscaping or curb.~~
- (v) ~~The Developer is responsible for the placement and maintenance of driveway name signage in accordance with Civic Addressing By law (By law C-300).~~

### *Landscaping*

- (w) ~~Prior to the issuance of a Development Permit for each Block, the Developer agrees to provide a detailed Landscape Plan which complies with the provisions of this section and generally conforms to the overall Preliminary Landscape Plan shown on Schedules T.2 and U.2. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.~~
- (x) ~~Where a parking space is not located in front of an individual entrance to a dwelling unit, landscaping must be provided along the full frontage of the dwelling unit.~~
- (y) ~~All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Grower's Specifications.~~
- (z) ~~Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a photograph of the work completed and 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.~~

~~(aa) Notwithstanding clause (z), the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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 issues 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 this 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.~~

#### *Maintenance*

~~(ab) 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.~~

~~(ac) All disturbed areas shall be reinstated to original condition or better.~~

#### **2.4.3.1 Requirements Prior to Approval**

*(added in 21446)*

- a) Prior to the Issuance of a Development Permit for the development of Blocks 1, 2, or 3 the Developer shall provide the following to the Development Officer:**
- i. A detailed Site Grading Plan prepared by a Professional Engineer;**
  - ii. 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;**
  - iii. A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer In accordance with Section 2.7.1 of this Agreement;**
  - iv. A detailed Servicing Plan of which may include a Stormwater Management Plan designed to Halifax Water's specifications; and**

- v. **A detailed Landscape Plan prepared by a Landscape Architect in accordance with clauses (x) to (bb) and acceptable to the Development Officer.**
  
- b) **Prior to the issuance of an Occupancy Permit for Blocks 1, 2 or 3, the Developer shall provide to the Development Officer, certification from a Landscape Architect in accordance with clause (aa) indicating that the Developer has complied with the landscaping required pursuant to this Agreement, or Security in accordance with clause (bb) of section 2.4.3.1 has been provided.**

#### **General Description of Land Use for Blocks 1 and 2**

- c) **The uses permitted by this Agreement for Blocks 1 and 2 are as follows:**
  - i. **No more than 9 townhouse style units on Block 1**
  - ii. **No more than 5 single unit dwelling style units on Block 2,**
  - iii. **One Accessory Building on Block 1 subject to clause (I);**
  - iv. **Accessory Buildings on Block 2 subject to clause (m); and**
  - v. **Accessory Uses.**
- d) **Each building shall be located on Blocks 1 and 2 as generally shown on Schedules T-1.1 and T-2.1. Variations to the setbacks provided on the Schedules may be permitted provided the variation does not exceed 1.5 metres (4.92 feet) of the setbacks as illustrated. On Schedule T-1.1 upper floors are permitted to project no more than 2 feet (.61 metres) from the base of the building.**
- e) **Notwithstanding clause (d), no portion of the building as shown on Schedule T-1 .1 shall be located closer than 1.8 metres (6 feet) from any property line and no portion of a building shown on Schedule T-2.1 shall be located closer than 4.4 metres (14.5 feet) from any property line.**
- f) **The maximum height for a single unit dwelling type unit on Block 2 is 40 feet (12.2metres) and the maximum lot coverage for all units combined on Block 2 is 40%.**
- g) **Each building on Schedule T-1 .1 shall be developed as generally shown on Schedule T-3.1 orT-4.1.**

#### **General Description of Land Use for Block 3**

- h) **The uses permitted by this Agreement for: Block 3 are as follows:**
  - i. **No more than 7 single unit dwelling style units;**
  - ii. **Accessory Buildings subject to clause (m); and**
  - iii. **Accessory Uses.**
- i) **Each building shall be located on Block 3 as generally shown on Schedule U-1.1. Variations to the setbacks provided on either Schedule may be permitted provided the variation does not exceed 1.5 metres (4.92 feet).**
- j) **Notwithstanding clause (i), no portion of the building shall be located closer than 1.2 metres (4 feet) from any property line.**
- k) **The maximum height for a single unit dwelling type unit on Block 3 is 40 feet (12.2 metres) and the maximum lot coverage for all units combined on Block 3 ls 40%.**

## **Accessory Buildings**

- l) Notwithstanding Section 2.4.6 of this Agreement, one (1) shared accessory building shall be permitted on Block 1 and is subject to the following requirements:**
- i. The building shall be located no less than 1.8 metres (6 feet) from any dwelling;**
  - ii. The building shall be located no less than 1.22 metres (4 feet) from any property line;**
  - iii. The building shall not exceed to 4.7 metres (15 feet) in height; and**
  - iv. The building shall not exceed a foot print of 27.87 square metres (300 square feet).**
- m) Notwithstanding Section 2.4.6 of this Agreement, one accessory building is permitted for each unit on Blocks 2 and 3 and are subject to the following requirements:**
- i. The building shall be located no less than 1.22 metres (4 feet) from any property line;**
  - ii. The building shall not exceed to 2.44 metres (8 feet) in height; and**
  - iii. The building shall not exceed a foot print of 9.29 square metres (100 square feet).**

## **Architectural Requirements for all Buildings**

- n) Exterior building cladding must include a combination of two or more of the following materials:**
- clay brick;**
  - stone;**
  - cedar shakes;**
  - wooden cladding;**
  - concrete brick**
  - stucco;**
  - random stone masonry;**
  - vinyl siding; or**
  - acceptable equivalent, in the opinion of the Development Officer.**
- o) Variations to building materials or colours for buildings that are adjacent or near each other are required.**
- p) 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.**

## **Subdivision**

- q) No subdivision shall be permitted on Blocks 1, 2 or 3 for the purposes of placing each unit on its own lot.**

## **Parking, Circulation and Access**

- r) A minimum of one external parking space per unit is required for Blocks 2 and 3. No more than 13 external parking spaces shall be permitted on Block 1; no more than 12 external parking spaces shall be permitted on Block 2; and no more than 14 external parking spaces shall be permitted on Block 3. Additional parking located within each unit is permitted.
- s) Each parking space shall be a minimum of 2.74 metres (9 feet) in width and 6.1 metres (20 feet) long.
- t) Parking spaces located in front of individual entrances to the dwellings shall consist of a decorative hard surface, including but not limited to brick pavers, cobblestone or exposed aggregate and shall not include asphalt.
- u) The driveway width shall be a minimum of 6.1 metres (20 feet).
- v) The driveway and all parking areas shall be hard surfaced. The limits of the driveway and parking area shall be defined by fencing or landscaping or curb.
- w) The Developer is responsible for the placement and maintenance of driveway name signage in accordance with Civic Addressing By-law (By-law C-300).

### **Landscaping**

- x) Prior to the issuance of a Development Permit for each Block, the Developer agrees to provide a detailed Landscape Plan which complies with the provisions of this section and generally conforms to the overall Preliminary Landscape Plan shown on Schedules T-1.2, T-2.1, and U-1.1. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- y) Where a parking space is not located in front of an individual entrance to a dwelling unit, landscaping must be provided along the full frontage of the dwelling unit.
- z) All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- aa) Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a photograph of the work completed and 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.
- bb) Notwithstanding clause (aa), the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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 this 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 on completion of the work and its certification.**

## **Maintenance**

- cc) 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.**
- dd) All disturbed areas shall be reinstated to original condition or better.**

### **2.4.4 Multiple Unit Dwellings (outside of the town centre)**

The Developer and the Municipality agree that multiple unit dwellings may be located in areas Rc, Brc, BrcO as shown on Schedule B2.C, and subject to the following guidelines being addressed on detailed plans which shall be subject to approval under clause (ix) of this section.

(i ) Minimum Lot Area: 6000 square feet (558 sq.m.), plus 1000 square feet (92.9 sq.m.) for each unit in excess of the first 3 units. Consideration may be given for a reduction in this figure where underground parking is provided or where the site abuts a neighbourhood park site as indicated on Schedule C-1. (#16934)

(ii ) Minimum Front &  
Flankage Yard: 20 feet (6.1m)

Minimum Side and

Rear yards: equivalent to one-half of the building height where the lot abuts a single unit dwelling use; otherwise one-third of the building height; excepting that where townhouses or alternative housing types are to be developed concurrently with multiple unit dwellings as part of a mixed use development, the yard requirements shall not apply to separations from townhouses on the same parcel.

Where at least two thirds of the required parking is located within the building, the required yards may be reduced to one- quarter of the building height provided that such yards are fully landscaped.

(iii ) Minimum Lot

Frontage: 60 feet (18.3m)

- (iv ) Maximum Height: Maximum building heights shall be as shown on Schedule B3.C.
- (v ) Required Parking: 1.25 parking spaces per unit shall be provided, plus one visitor space per ten units. Parking may be provided in the side or rear yard, provided that the parking area is located no closer than 15 feet from any lot line, and that the parking area is screened using either landscaping or fencing or a combination thereof, from the ground floor view of any abutting single unit dwelling or townhouse.
- (vi ) Landscaping: All areas of the lot not required for parking and access shall be landscaped, retained in natural vegetation, or a combination of the two. Landscaping shall consist of grassed areas, supplemented by flower beds, and plantings of nursery stock shrubs and trees, or otherwise acceptable plantings such as native vegetation. Plantings shall be provided and maintained pursuant to a plan to be provided by a Landscape Architect who is a member in good standing with APALA.
- (vii ) Amenity Space: Amenity space shall be provided to a minimum of 100 square feet (9.3 sq. metres) per dwelling unit. Consideration may be given for a reduction in this figure where the site abuts a neighbourhood park site as indicated on Schedule C-1. (#16934)
- (viii ) Architecture: Multiple unit buildings should be designed to provide variety in appearance, height and materials when viewed as a whole across the development, and should accordingly incorporate varied roof forms, building shapes and orientations, appropriate balconies, and detailed architectural features such as contrasting trim, sills and pediments, railings, mouldings, corner boards, arches and others. A variety of materials shall be used.
- ( ix ) Approval: The approval of any multiple unit dwelling, including any variations to these guidelines, shall be contingent on review of detailed plans which address the criteria of this section, and approval of an amending development

Agreement by minor amendment pursuant to Section 3.1  
(c).

**2.4.4.1 (Added in Amendment #20447) Development Standards for one multiple unit dwelling (outside the town centre) - located on the Lands Identified on the Site Plan In Schedule W-1, and known as The Nines Development:**

The Developer-and the Municipality agree that one multiple unit dwelling, consisting of 136 dwellings, may be located on a portion of the Lands described on the Site Plan (Schedule W-1), subject to the guidelines of Section 2.4.4 and the following requirements:

**Requirements Prior to Approval**

- (a) **Prior to the Issuance of a Development Permit for the development of multiple unit dwelling, the Developer shall provide the following to the Development Officer:**
  - (i) **A detailed Site Grading Plan prepared by a Professional Engineer;**
  - (ii) **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;**
  - (iii) **A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 2.7.1;**
  - (iv) **A detailed Servicing Plan of which may include a Stormwater Management Plan designed to Halifax Water's specification;**
  - (v) **A detailed Landscape Plan prepared by a Landscape Architect, In accordance with Sections 2.4.4.1(p) to (t) and acceptable to the Development Officer; and**
  - (vi) **A summary table of the total number of lots and units approved to date, by category, shall be submitted in accordance with Section 2.4.15.**
- (b) **Prior to the issuance of any Occupancy Permit for the multiple unit dwelling, the Developer shall provide to the Development Officer, a certification from a Landscape Architect in accordance with Section 2.4.4.1(s) Indicating that the Developer has complied with the landscaping required pursuant to this Agreement, or Security in accordance with Section 2.4.4.1(t) of this Agreement has been provided.**

**General Description of Land Use**

- (c) **The uses permitted are as follows:**
  - (i) **No more than one Multiple Unit Dwelling, consisting of a total of 136 dwellings; and**
  - (ii) **Accessory Uses.**



- (d) **The multiple unit dwelling shall be located and developed, as generally shown on the Schedules.**

### **Architectural Requirements**

- (e) **Exterior building materials shall include a combination of two or more of the following materials: clay brick, stone, cedar shakes, wooden cladding, composite panel systems, curtain wall glazing, glass and composite panel railings, masonry veneer, concrete brick, stucco, stone masonry, or acceptable equivalent materials, in the opinion of the Development Officer.**
- (f) **Architectural detailing shall include, but not limited to, lintels, pediments, columns, porticos, overhangs, corner boards, or acceptable equivalent materials, in the opinion of the Development Officer.**
- (g) **Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of textural plantings and architectural detail or a combination of such elements.**
- (h) **The building's height, massing and scale shall be as generally shown on the Schedules.**
- (i) **Any exposed foundation in excess of 0.6 metres (2 feet) in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.**
- (j) **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.**

### **Variations by Development Officer**

- (k) **The Development Officer may approve variations to the exterior architectural appearance of the building, including materials listed in Section 2.4.4.1(e) and (f), colours, and architectural treatments, provided such changes are in general conformance with the intent of this Agreement.**

### **Parking, Circulation and Access**

- (l) **Parking area identified as Drop-Off / Visitor Parking Area on Schedule W-1 shall consist of a decorative hard surface, including but not limited to brick pavers, cobblestone or exposed concrete, and shall not include asphalt.**
- (m) **The driveway width shall be a minimum of 6.1 meters (20 feet).**
- (n) **The driveway and all parking areas shall be hard surfaced. The limits of the driveway and parking area shall be defined by fencing or landscaping or curb.**

- (o) **The Developer is responsible for the placement and maintenance of driveway name signage in accordance with Civic Addressing By-law (By-law C-300).**

### **Landscaping**

- (p) **Prior to the Issuance of a Development Permit, the Developer agrees to provide a detailed Landscape Plan which complies with the provisions of this section and generally conforms to the overall Preliminary Landscape Plan shown on Schedules W1. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.**
- (q) **All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.**
- (r) **Landscaped areas shall conform with the following:**
  - (i) **Provisions of new street trees along street frontages shall conform to the HRM Municipal Design Guidelines and shall be in consultation with HRM's Urban Forester and Development Engineer**
  - (ii) **Landscaped open spaces shall include any combination of trees, shrubs, flowers, grass or other horticultural, and decorative stonework, pavers, screening or other landscape architectural elements; and**
  - (iii) **The minimum requirement for landscaped open space horticultural elements shall be grass sod.**
- (s) **Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a photograph of the work completed and 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 Agreement.**
- (t) **Notwithstanding Section 2.4.4.1(s), where the weather and time of year does 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 this 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.**

## **Maintenance**

- (u) 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 fitter control, garbage removal and snow and Ice control, salting of walkways and driveways.**
- (v) All disturbed areas shall be reinstated to original condition or better.**

## **Maintenance**

- (u) 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 fitter control, garbage removal and snow and Ice control, salting of walkways and driveways.**
- (v) All disturbed areas shall be reinstated to original condition or better.**

### **2.4.5 Golf Course**

- (a ) The golf course, driving range and associated lands and facilities shall be designed and constructed as generally illustrated on Schedule B1.C. Alterations to the layout may be considered by the Development Officer provided that such alterations maintain or improve the integrity of the road network, servicing systems, location and integration of land uses and environmental protection.**
- (b ) Buffers: Buffers shall be provided from existing and future development to minimize the risk of stray golf balls. The Developer shall provide certification from the golf course designer that current accepted guidelines and standards are met in this regard, both at the plan submission stage and upon completion of construction, prior to opening of any portion of the golf course and driving range.**
- (c ) Clubhouse: Shall be setback a minimum of 20 feet (6.1m) from the street. Parking and signage shall be pursuant to the Land Use By-law. Landscaping shall be provided around the perimeter of the parking lot, and on substantive islands within the parking lot. In lieu of landscaping, natural vegetation may be retained. (#16934)**

(d) Service Buildings and Yards: Shall be screened, using landscaping, fencing, or a combination thereof, from public view and from any adjacent lots, and may not be located closer than 100 feet

(30.5m) to any dwelling not on the Lands, existing as of the date of this Agreement.

(e) The Developer shall engage a Qualified Professional to prepare an Integrated Turf Management Plan to identify responsible management practices for chemical applications during the construction and operation of the Golf Course to minimize adverse effects on receiving watercourses. The Developer hereby agrees to carry out the recommended measures and procedures in conformance with the Integrated Turf Management Plan.

#### **2.4.6 Accessory Buildings**

Shall be subject to the Land Use By-law.

#### **2.4.7 Town Centre**

The Developer and the Municipality agree that the Town Centre, defined as that area shown on Schedule B2.C, may be located as generally and conceptually shown as area “BR” on Schedule B2.C, and subject to the following guidelines being addressed on detailed plans which shall be subject to approval under clause (ii) of this section.

(i) Design Criteria: Development of the Town Centre may be considered following completion of a detailed design study which addresses:

- streetscape design (including design and provision of furniture, signage, street trees)
- central common design
- desirable building heights, alternate lot coverages, reduced street setbacks
- architecture and signs
- traffic, transit, and parking,
- pedestrian and bicycle flows and access,
- land use,
- public safety, • lot servicing, and • lot access.

(ii) Approval: The approval of any development within the Town Centre shall be contingent on review of detailed plans which address the criteria of this section, and approval of an amending development Agreement by minor amendment pursuant to Section 3.1 (d).

## 2.4.8 Commercial areas

(a) The Developer and the Municipality agree that commercial development may be located as generally and conceptually shown in the areas identified as “BRc” and “BRc0” near Highway 103 on Schedule B2.C, and subject to the following guidelines being addressed on detailed plans which shall be subject to approval under clause (ii) of this section.

(i ) Design Criteria: Development of the commercial area for general commercial, retail, institutional, office and service uses may be considered following completion of a detailed design which addresses:

- building height and lot coverage
- architecture and signs
- landscaping
- provisions for traffic, transit, and parking
- pedestrian and bicycle flows and access
- land use
- storm water management
- separation from nearby residential uses not on the Lands,
- public safety, • lot servicing, • lot access.

(ii ) Approval: The approval of development within the commercial area shall be contingent on review of detailed plans which address the criteria of this section, and approval of an amending development Agreement by minor amendment pursuant to Section 3.1 (e).

(iii ) Commercial development in those areas identified as Ca2 shall be subject to the C-2 Zone of the Land Use By-law for Timberlea/ Beechville/ Lakeside. *(added #17826)*

(iv ) Notwithstanding sub-section 2.4.8(a)(iii) the following uses shall not be permitted in those areas identified as Ca2: *(added #17826)*

- (1) Outdoor Display Courts;
- (2) Automotive sales, rental and repair; and
- (3) Welding, plumbing and heating, electrical and other specific trade contracting services and shops.

(v ) Notwithstanding sub-section 2.4.8(a)(iv) Outdoor Garden Centres are a permitted use. *(added #17826)*

(b) Commercial development shall be permitted in those areas identified as “Ca” and “BRa” on Highway 3 (Schedule B2.C):

(i ) Development on those lands located at the intersection of Timberlea Village Parkway and Highway 3 shall be subject to the requirements of the C-2 Zone under the Land Use Bylaw for Timberlea/Lakeside/Beechville.

(ii ) Notwithstanding 2.4.8 (a), local commercial uses may be developed at the corner of Greenhead Road and Highway 3 (“Bra”) subject to approval of a non-substantial amendment to this Agreement, with consideration given to architecture, building height and lot coverage, landscaping, parking, location of access and egress points, signage, provision of adequate landscaping, and provision of adequate separation and screening from adjacent residential uses.

#### **2.4.9 Office Campus**

The Developer and the Municipality agree that an office campus may be located as generally shown on Schedule B2.C as area “BRc0”, and subject to the following guidelines being addressed on detailed plans which shall be subject to approval under clause (b) of this section.

(a ) Design Criteria: Development of the office campus may be considered following completion of a detailed design study which addresses:

- (i) market for such a use;
- (ii) streetscape design (including furniture, signage, trees)
- (iii) architecture and signs
- (iv) landscaping
- (v) traffic, transit, and parking
- (vi) pedestrian and bicycle flows and access
- (vii) land use
- (viii) storm water management,
- (ix) public safety, (x) lot servicing, and (xi) lot access.

- (ii) Approval: The approval of development of the office campus shall be contingent on review of detailed plans which address the criteria of this section, and approval of an amending development Agreement by minor amendment pursuant to Section 3.1 (f).

#### **2.4.10 General**

- (i) All loading areas, service areas and garbage receptacles (excepting for individual single unit and townhouse units) shall be effectively screened from public view through use of landscaping, fencing or a combination thereof.
- (ii) Lighting shall be directed to driveways, building entrances and walkways and shall be arranged so as to divert the light away from adjacent lots and buildings.
- (iii) Building foundation setbacks from both natural and man made watercourses will be equivalent to the calculated 1 in 100 year floodplain.
- (iv) The Municipality agrees that lots shall not be required to be pinned prior to the construction of municipal services.
- (v) Uncovered steps and stairs shall be permitted within any required yard. Decks, verandas, and porches may project into the required front or flankage yard by no more than six feet. Uncovered decks may extend into required side and rear yards no more than one half of the required yard.
- (vi) The Municipality agrees that the variance provisions and procedures made under the Municipal Government Act shall apply to the development of the Lands permitted under this Agreement except that, where the Act references “land use by-law”, the words “this Agreement” shall be substituted therefore.
- (vii) Any building permit application for a single unit or townhouse dwelling shall be accompanied by written approval of the proposed sit plan and building elevations from Nin Mile River Investments Ltd.

#### **2.4.11 Residential Community Signs**

A maximum of one ground sign shall be permitted at each entrance to the subdivision or phase, or street to denote the community, street and/or subdivision name. The locations of such signs shall require the approval of the Development Officer on the advice of the Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq.m.). All such signs shall be constructed of natural materials such as

wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. (#16934)

#### **2.4.12 Temporary Rock Crusher**

- (i ) A temporary rock crusher may be used for the construction of the proposed development. The temporary rock crusher shall only be operated between the hours of 8:00 a.m. and 8:00 p.m., shall be a minimum of 300 feet (91.4 m) from any residence not on the Lands, and shall be a minimum of 100 feet (30.5 m) from any watercourse, and may not be used for the production of gravel for any site other than the Lands. Such facility shall also comply with all applicable requirements of the Province of Nova Scotia. (#16934)
- (ii ) A non-illuminated sign indicating that rock crushing activity will be taking place must be posted in a visible location on the site at least 48 hours in advance of the crushing.

#### **2.4.13 School Site**

The Developer agrees to reserve the school site as shown on Schedule “C1.C” for the life of this Agreement, or until written notice is provided by the agency having jurisdiction that the site is unnecessary. Should such site be deemed unnecessary, Council may consider an alternate use for the site as a non-substantial amendment to this agreement, pursuant to Part 3 of this Agreement. Institutional and open space uses shall be permitted as an alternate use, subject to the requirements of the P-2 (Community Facility) Zone of the Land Use By-law, without the necessity of an amendment.

#### **2.4.14 Model Homes and Sales Offices**

The Municipality agrees that up to a total of six single family or townhouse dwelling units may be constructed prior to subdivision approval being granted for the lots on which the buildings are intended to be located provided that the municipal services plan has been approved by the Development Engineer, and the Development Engineer and Development Officer are reasonably satisfied that the proposed development is capable of conforming with all applicable terms and conditions of this Agreement. The Municipality further agrees that such building may be used on a temporary basis for display or occupied for office uses pertaining to the sale of properties on the Lands but the Developer agrees that no occupancy permit shall be granted for residential occupancy until subdivision approval has been granted.

#### **2.4.15 Tracking**



The Developer agrees that, with each application for subdivision, a summary table of the total number of lots approved to date, by category, shall be submitted. The table shall also show any outstanding applications for which approval has not been granted.

2.4.16 For any multiple unit dwelling, commercial or institutional development, bonding for the completion of outstanding on-site paving and landscaping work (at the time of issuance of an occupancy permit) may be permitted. Such bonding shall consist of a security deposit in the amount of 120 per cent of the estimated cost to complete the work. The security shall be in favour of the municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

## **2.5 Municipal Service Systems**

### *General Provisions*

**2.5.1** 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 street intersection improvements, sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities, as generally illustrated by the Schedules attached hereto. Approvals shall also be obtained in accordance with all applicable by-laws, standards, policies and regulations of the Municipality unless otherwise varied herein, the Halifax Regional Water Commission, the Nova Scotia Department of Transportation and Public Works, and all other applicable approval agencies. All costs associated with the supply and installation of the above noted components of servicing systems and utilities shall be the responsibility of the Developer. The Developer shall further be responsible for any and all costs associated with modifying the existing water distribution system to provide interim water service to the development until such time as the required reservoir and related infrastructure is constructed, the timing of which shall be determined by the Halifax Regional Water Commission.

**2.5.2** The Municipality acknowledges that this Agreement is based on extensive discussions by the Developer with various municipal departments, and is based in part on an extensive master plan study undertaken for the previous landowner. Such discussions have been supported by documentation from the Developer, and the development approvals, conditions and variances from typical standards outlined herein are based on such discussions and documentation.

**2.5.3** Based on the foregoing, the following variances to the Municipal Service Systems Specifications have been agreed to at a conceptual level and shall be considered, provided that detailed designs are provided which satisfy the Municipal Service Specifications:

- (a) Tree retention in street right of ways shall be permitted by the Development Engineer between the curb and the boundary of the right of way, or between the sidewalk and the boundary of the right of way where a sidewalk is to be provided, or between the ditch/swale and the boundary of the right-of-way where a ditch/swale is provided. Where trees are retained in good health within the right of way, as certified by an arborist, street trees shall not be required adjacent to such retention areas. Otherwise, street trees shall be installed by the Developer according to the applicable municipal specifications.
- (b) Surface drainage of streets, development and parks onto the golf course property shall be permitted, subject to design for appropriate velocity and retention and subject to provision of acceptable easements to HRM.
- (c) The Developer shall be permitted to construct Modified Rural Local streets as shown on Schedule E-5, in those locations as shown on Schedule D1.C.
- (d) The Developer shall be permitted to construct, on a trial basis, Modified Rural Local streets as shown on Schedule E-5 and in those locations as generally shown on Schedule D1.C without installing a piped storm sewer system provided that the detailed design drawings demonstrate adequate drainage and where building footing drains discharge by gravity to the rear or the lots. The trial basis will be for one phase, for a specified period of time (through a winter and spring) to determine effectiveness. The Development Engineer shall, on a reasonable evaluation then determine whether or not such system will be considered on subsequent phases.
- (e) The following will be approved on a trial basis on Modified Rural Local streets:
  - (i ) grassed shoulders on streets with shoulder and swales;
  - (ii ) stormwater inlets in swales connected to the storm sewer on streets with shoulder and swales;
  - (iii ) clear water sewers on streets with shoulders and swales;
  - (iv ) streets with a curb (low back, roll back or other such finish as may be approved) with swales.

The trial basis will be for one phase, for a specified period of time (through a winter and spring) to determine effectiveness. The Development Engineer shall, on a reasonable evaluation, then determine whether or not such system will be considered on subsequent phases and on Modified Urban Local streets.

- (f ) In reviewing the subdivision grading plan, pursuant to the Lot Grading By-law, the Development Engineer will consider the unique drainage and tree preservation concept for development of the Lands, and the benefit of lot grading of front yards where

drainage is directed to the rear yards and houses are placed lower than the street elevation, provided there is positive drainage away from the foundation.

- (g) Golf course crossing of public streets as shown on Schedule B1.C.
- (h) Intersection locations and spacings shall be permitted along Timberlea Village Parkway as generally shown on Schedule D1.C, notwithstanding the requirements of the Municipal Service System Specifications.
- (i) Sidewalks shall be provided as shown on Schedule "C1.C". Minor adjustments may be approved by the Development Officer on the advice of the Development Engineer and the Parkland Planning Division.
- (j) In those areas indicated on Schedule D1.C, maximum permissible street grades may be varied as follows:
  - (i) grade of up to 10% is permissible on Street B,
  - (ii) grade of up to 10% is permitted on a short section of Street AH near Timberlea Village Parkway,
  - (iii) Short sections with a maximum allowable grade of 12% is permitted on Streets A and K,
  - (iv) a maximum allowable grade of 12% is permitted on Streets AF and AI,

However no variances in maximum grades at intersections can be granted.

**(h sic)** Cul de sac locations shall be as generally shown in Schedule B. Minor changes in location and configuration may be approved by the Development Officer, on the advice of the Development Engineer.

**(i sic)** Golf cart cross walks are permitted in the locations as generally shown on Schedule B1, subject to provision of adequate stopping sight distance. These crosswalks may include pedestrian activated crossing lights, to be required by the Development Officer, to be provided at the expense of the developer. Crosswalk design shall be subject to detailed approval. (#00623)

**(j sic)** Trails and walkways may exceed 8% slopes. Sidewalks may follow the street grade where this exceeds 8%. These exceptions are allowed where maintaining an 8% grade would result in significant tree loss and loss of community character due to excessive cut and fill. Wherever reasonably possible, the development shall be built to handicapped accessible standards.

- (k) Streams and surface drainage will be directed to the golf course and handled in surface water features, including manmade ponds and streams, subject to approval by the Nova Scotia Department of the Environment.
- (l) Treated effluent from the sewage treatment plant may be used for irrigation purposes on the golf course, pursuant to the requirements and conditions of approval as determined by the Nova Scotia Department of the Environment. HRM will provide necessary easements to the Developer to obtain effluent, which shall be diverted from the Nine Mile River in a manner which meets HRM requirements.
- (m) Two bridge crossings and one tunnel crossing over/under Timberlea Village Parkway shall be permitted as shown on Schedule B1.C. The design and construction of these crossings shall be certified by a Structural Engineer, and shall meet any applicable HRM specifications. The maintenance of these crossings shall be entirely at the expense of the Developer. If the crossings, in addition to serving the golf course, are to form part of the public or Community Association trail system, Parkland Planning and Development shall review the proposed designs.
- (n) Notwithstanding the requirements of the Municipal Service System Specifications, public walkways shall require fencing only where the walkway abuts a residential use. The requirement for paving of the walkway surface may be waived where there is no need to provide winter maintenance. Access barriers may be installed to restrict access to pedestrians and bicycles, as well as strollers and the mobility disabled.

**2.5.4** The street network shall be developed as generally shown on Schedule D1.C, notwithstanding the requirements of the Municipal Service System Specifications. The Development Officer, in consultation with the Development Engineer, may give consideration to minor incidental changes to the street network. The Developer shall provide and maintain adequate signage for all private roads as may be required by the Development Engineer on the advice of the Traffic Authority.

**2.5.5** The Developer agrees to bear responsibility for the design and construction, to HRM specification, of all intersection improvements which are required as a result of development of the Lands. The Developer further agrees to participate in cost sharing the widening of Timberlea Village Parkway. Cost sharing will be in accordance with the Draft Capital Cost Contribution Policy, or any subsequent CCC Policy adopted by Council prior to the widening of Timberlea Village Parkway. The Municipality agrees that the “Charge Area” as defined in the Capital Cost Contribution Policy will, at a minimum, coincide with the Service Boundary as defined for Timberlea/Lakeside/Beechville. The construction schedule and standards of design and

construction of the upgrade to Timberlea Village Parkway will be determined by the Municipality, subject to the following:

- Timberlea Village Parkway will be widened to a four-lane, divided arterial highway;
- The Developer will not be responsible for costs associated with providing sidewalks along the Timberlea Village Parkway.

**2.5.6** The developer agrees to share the cost of widening of Timberlea Village Parkway (TVP) in accordance with the following:

- (a) A Traffic Impact Study shall be undertaken by The Municipality. The Traffic Impact Study shall be done pursuant to current HRM standards, and shall determine:
  - (i) the capacity of the existing TVP as currently built, based on width, grade, percent truck traffic, percent passing and directional split of peak hour volumes. The capacity of the existing TVP shall be based on a level of Service “D”,
  - (ii) the existing residential capacity of the TVP, which is defined as the difference between the existing capacity of the TVP and the existing traffic using the TVP. The Developer shall be allocated a percentage of the residual capacity, based on the design traffic loading within the original Study Area,
  - (iii) the number of dwelling units which can be developed on the Lands before traffic generated from the Lands will exceed the Developer’s share of the residual capacity. The Developer shall be entitled to sub-division approval for that number of units without contributing to the upgrade of the TVP.
- (b) The Developer’s portion of the cost of upgrading the TVP shall be determined in accordance with the draft Capital Cost Contribution Policy dated March 2001 subject to the following items which have been agreed:
  - (i) the Charge Area will be not less than the existing Beechville/ Lakeside/ Timberlea Service Boundary.
  - (ii) the design standard for the TVP will be not more than a four lane undivided urban arterial.
  - (iii) the Developer will not be required to pay any costs association with providing sidewalks along the TVP.
- (c) Notwithstanding (b), if the Municipality adopts a general policy for Capital Cost

Contribution by Developers which would result in a lower contribution than calculated in accordance with the foregoing, the Developer shall pay the lower contribution.

- 2.5.7** The Developer agrees to provide sloping rights to HRM, to allow for the widening of Timberlea Village Parkway without the need for retaining walls, where this does not result in tree removal which is unacceptable to the Developer. The value of this land where provided shall be included as part of the cost-sharing formula referenced in Section 2.5.6.
- 2.5.8** Shared Driveways, servicing a maximum of 6 dwellings each, may be permitted as shown on Schedule “D1.C” and in any other location as may be approved by the Development Officer on the advice of the Development Engineer. The Developer agrees that the Municipality bears no responsibility whatsoever for snow and ice control, maintenance and upkeep of such Driveways. The Developer further agrees that the Municipality shall not be responsible for any refuse, recycling, or compost collection from such Driveways, unless arrangements are made to the satisfaction of the Municipality for a common collection. Where such services are to be provided privately, the Developer (or Homeowners Association, Condominium Corporation or similar body) agrees that separate collection shall be provided for each category of waste and each category shall be delivered separately to the appropriate municipal collection facility.
- 2.5.9** Private roads shall be permitted, in locations shown on Schedule “D1.C” as either modified rural local or private roads. All private roads shall be designed to allow for future upgrading to the appropriate standard for a modified rural local public street. Prior to subdivision approval, the Developer shall provide certification from a Professional Engineer that all private roads have been constructed in accordance with Schedule E-6. Further, appropriate easements shall be provided to the Municipality for sanitary, storm, and water services located beneath a private road. The Developer agrees that the Municipality bears no responsibility whatsoever for snow and ice control, maintenance and general upkeep of any or all private roads. The Developer further agrees that the Municipality shall not be responsible for any refuse, recycling, or compost collection from such private road, unless arrangements are made to the satisfaction of the Municipality. Where such services are to be provided privately, the Developer (or Homeowners Association, Condominium Corporation or similar body) agrees that separate collection shall be provided for each category of waste and each category shall be delivered separately to the appropriate municipal collection facility.
- 2.5.10** The Municipality agrees that the Developer may commence clearing, excavation and blasting activities required for the installation of municipal services, and road and golf course construction in association with a subdivision prior to the Developer receiving subdivision approval, provided that the requirements of Section 2.7 of this Agreement have been met.

*Sections 2.5.11 and 2.5.12 deleted in #01040*

~~2.5.11 Residential development on the Lands shall initially be limited to a maximum of 911 dwelling units due to capacity constraints at the sewage treatment plant at the time of this Agreement being approved. Additional units will be permitted based on the diversion of treated effluent from the sewage treatment plant for irrigation purposes on the Lands, subject to approval by the Nova Scotia Department of Environment. (#00536)~~

~~2.5.12 Notwithstanding the previous section, further development of the Lands shall be permitted upon confirmation of both method of funding for treatment plant expansion and confirmation of sewage treatment plant capacity. It is agreed that the Developer is not waiving any legal rights it may have by entering this Agreement.~~

## **2.6 Parkland and Open Space**

**2.6.1** Those lands identified on Schedule C1.C as “Community Park” (including the Town Common and Playing Field) and “Neighbourhood Park”, on Schedule “C1.C” shall be conveyed to the Municipality by the Developer in conjunction with the endorsement of final subdivision approval for the portion of the streets on which the identified parcels have frontage. Parkland to be dedicated to the Municipality shall be in substantial conformance with the locations and areas illustrated in Schedule “C1.C”. The Municipality acknowledges that the parkland described in this section and on Schedule “C1.C” constitutes full compliance with the parkland requirements of the Subdivision By-law. It is acknowledged that the Town Centre and Community Park Lands as indicated in Schedule C1 are subject to change in area and shape through the non-residential approval process required under 3.1(c) and 3.1(d) of this agreement. (#16934)

**2.6.2** The Parkland and Open Space Lands for public use are more particularly described as follows:

- Four Neighbourhood Park parcels of no less than 10,000 square feet (929 sq. m.) each in area and with 100 feet (30.5m) of contiguous road frontage, as generally shown on Schedule “C1.C”, and one Neighbourhood Park with 30 feet (9.1m) of frontage and 5000 square feet (464.5 sq. m.) of lot area; (#16934)
- A Community Park (playing field) adjacent to the school site; which shall include 100 contiguous feet (30.5m) of frontage or acceptable access by way of an easement on at least one street other than Timberlea Village Parkway, and with walkway connections to other streets, and which playing field shall be of a size and configuration acceptable to Parkland Planning and Development Division to fulfil its intended function;

- Two Community Parks as shown on Schedule “C1.C”; (#16934)
- A Community Park (Town Centre Common) of a size as shown on Schedule “C1.C”;
- A public trail and walkway system for linkages to adjacent lands as shown on Schedule C1.C and subject to 2.6.5.

**2.6.3** In addition, four Community Association Recreation Lands are to be provided as shown on Schedule C2.C to serve as private Neighbourhood Parks, and which are more particularly described as follows:

- A waterfront park on the Nine Mile River; as generally shown.
- A landlocked parcel as generally shown on the western portion of the property.
- On Streets G and H as generally shown.

**2.6.4** The Community Association Recreation Lands required under Section 2.6.3 shall be reserved solely for open space and/or recreation use, and shall be developed and maintained solely for appropriate uses. The Municipality may agree to take over ownership, maintenance and administration of such parks, should the request be made by the Developer or subsequent owner(s).

**2.6.5** A trail and walkway system shall be provided, as generally shown on Schedule C-1, and subject to the following:

- (i) Walkways off any public or private cul-de-sac in excess of 100m (328 ft.) in length shall also be built to provide access to another street. Walkways which are to be owned by the Municipality shall be built to current municipal specifications, subject to Section 2.5.3(n), or as may otherwise be approved by the Development Officer on the advice of the Engineer and Parkland Planning and Development Division. (#16934)
- (ii) The Developer agrees to design, construct, and maintain the Community Association Trail system as shown on Schedule C2.C, to its specifications. (#16934)
- (iii) For those public walkways which follow a shared driveway as shown on Schedule D, easements shall be provided and the Developer agrees that the driveway will be constructed to a standard at least equivalent to that of HRM specifications for an urban walkway. It is agreed that such use shall be for pedestrian and cyclist use



only. The developer agrees that trails under the Community Association ownership or control shall be maintained and provided for over the life of this Agreement.

- (iv) As shown on Schedule C1.C, certain walkways which join cul de sacs can be built as private Community Association walkways if the cul de sacs are built as private roads, provided that the ability to upgrade the walkway to HRM public walkway specifications is maintained.

**2.6.6** Any construction on parkland and open space intended for public use shall be in general conformance with the Municipality's Subdivision By-Law and Service System Specifications and the current guidelines and requirements as specified by the Parkland Planning and Development Division.

**2.6.7** All parkland and open space parcels shall remain in their natural state, undisturbed unless site preparation is required as specified in this Agreement and has been approved by the Parkland Planning and Development Division.

**2.6.8** The final location and design of all parks and open space parcels shall be confirmed at the time of application of final subdivision approval for each Phase. All construction documents including detailed designs shall be reviewed and approved by the Parkland Planning and Development Division.

**2.6.9** The Developer may place excess fill generated from construction of the development onto the lands designated as "Park" for the sole purpose of site preparation. This shall not commence until a grading plan has been approved by the Development Officer acting on the advice of the Parkland Planning and Development Division and the Development Engineer. The grading plan shall be submitted at the time of subdivision approval and indicate the extent and type of fill and the proposed finished grade for the "Park" parcel.

**2.6.10** HRM shall not accept title to these lands until all clauses of this Agreement are adhered to as they apply to the development of the parkland parcels.

**2.6.11** The Development Officer, through consultation with the Parkland Planning and Development Division, may approve minor changes to clauses within Section 2.6 of this Agreement provided the integrity of the design and parkland area is maintained or enhanced, and furthers the intent of this Agreement.

**2.6.12** The Developer further agrees to:

- (a) the site preparation, construction and completion of a 5 foot (1.5 m) wide self contained granular trail as generally shown through the Community Park on the

Nine Mile River, from the northwest boundary of the park connecting through to Street J as shown on Schedule D1.C or alternative subdivision sidewalk. The travel way shall consist of a compacted gravel base and a crusher dust surface to current specifications of the Parkland Planning and Development Division; except that standard walkway requirements shall apply where the walkway abuts residential lots (#16934).

*Deleted Section 2.6.12(b) #16934*

- (b) ~~the site preparation, construction and completion of a 5 foot (1.5 m) wide self contained granular trail through the Community Park located adjacent to the golf course parking lot. The travel way shall consist of a compacted gravel base and a crusher dust surface to current specifications of the Parkland Planning and Development Division. The final location and route of the trail shall be determined through consultation between the Developer and Parkland Planning and Development,~~
- (c) the provision of a paved walkway from Greenhead Road, connecting to the walkways from the proposed adjacent cul de sacs.
- (d) be responsible for the design (in consultation with Parkland Planning and Development), site preparation, construction and installation of the Town Common for public use, as shown on Schedule C1.C, which shall be deeded to the Municipality upon completion.
- (e) provide partial development of the playing field site, or other community park as may be determined by Parkland Planning and Development, to a maximum value of \$42,000.
- (f) The Developer further agrees to enter into a winter access Agreement with the Municipality for the toboggan run and skating pond adjacent to the existing neighbourhood park in Timberlea Village, as shown on Schedule C2.C, provided that liability concerns are addressed to the satisfaction of the Developer.

**2.6.13** The Developer further agrees, that at the time of application for building permit for a residential structure on any lot or parcel, a parkland development fee shall be payable to the Municipality. Such fee shall be \$100 per single unit dwelling and townhouse unit, and \$50 per dwelling unit in a multiple unit dwelling.

**2.6.14** The Municipality agrees that the fees collected under Section 2.6.13 shall be deposited into a separate account, for use only towards the capital costs of developing the neighbourhood parks within the Lands.

**2.6.15** An easement in favour of HRM will be located across the Community Association

r:\reports\devagree\tlb\00265da

Lands adjacent to Nin Mile River Parkland in favour of HRM as indicated on Schedule C-1. (#16934)

## **2.7 Environmental Protection**

### **Erosion and Sedimentation Control**

**2.7.1** The Developer agrees to observe and comply with all applicable HRM By-laws, and further, agrees not to commence any disturbance or removal of topsoil, excavation, grading or any other site work on the Lands until a Top Soil Removal permit has been issued by the Development Engineer. The provisions of the Topsoil By-law and the Erosion and Sedimentation Control Handbook for Construction Sites shall apply as the guiding documents in the preparation of detailed erosion and sedimentation plans. The Developer agrees that the Stormwater Management Plan and Erosion and Sedimentation Control Measures listed in Schedule “H3” are intended as general guidelines only to aid in the preparation of detailed plans. It is agreed that to satisfy the security requirements of the Topsoil Bylaw, a bond of \$1000 per acre of disturbed land shall be provided for the golf course, and \$2500 per acre for other components of development on the Lands.

**2.7.2** The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer, the Halifax/Halifax County Watershed Advisory Board, and the Department of the Environment (if applicable) an Erosion and Sedimentation Control Plan for each Phase, including the golf course. The Plans shall indicate the sequence of construction, the areas to be disturbed, location and extent of tree clearing and grubbing, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be put in place prior to and during development of the Phase. No work is permitted on the site until the measures on the approved plans have been implemented. The Developer shall provide certification from a Professional Engineer that the control measures have been constructed in accordance with the approved plans. Should it be determined at any time the erosion and sedimentation control measures have not been met, or are not functioning as intended, mitigatory measures shall be immediately implemented and the costs of such measures shall be the responsibility of the Developer.

### **Storm Water Management System**

**2.7.3** The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality at the subdivision application stage a design for Stormwater Management System for the Lands, acceptable to the Development Engineer upon advice from the Halifax/Halifax County Watershed Advisory Board. The design of this system shall be generally based on Schedule H.

- 2.7.4** The Developer agrees to construct at its own expense the Stormwater Management System, or those components which are applicable to any given phase, which conforms to the final design as approved by the Development Engineer pursuant to section 2.7.3. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design prior to final endorsement being granted to any phase of development of the Lands.
- 2.7.5** The Developer agrees to undertake, at its own expense, ongoing water quality monitoring of waters leaving the Lands, particularly in the watersheds of Nine Mile River, Otter Lake, and Governors Lake, to be determined as part of the Stormwater Management Plan. The water quality monitoring program shall be subject to approval by the Halifax/Halifax County Watershed Advisory Board and shall describe items such as, but not limited to, the location of testing, frequency of testing, materials/chemicals to be tested, performance standards, analysis methodology and interpretation of results, and reporting schedule. Certification of compliance with the approved program by a Qualified Person shall be provided, and areas of non-compliance shall be identified and reasons for any such non-compliance. Should it be determined at any time during the monitoring program that quality of water leaving the site is unsatisfactory, mitigatory measures shall be immediately implemented and the costs of such measures shall be the responsibility of the Developer.
- 2.7.6** All storm water retention and irrigation ponds shall be wholly located on the Lands unless otherwise agreed by adjacent land owners.

### **Non-Disturbance Areas**

- 2.7.7** Non-disturbance areas shall be provided as generally shown on Schedule "T" and shall include the Neighbourhood and Community Parks as shown on Schedule "C1.C", for the purpose of retaining substantial natural vegetation on the Lands. (#00536)
- 2.7.8** In addition to those areas shown on Schedule "I1.C", additional non-disturbance areas in individual development phases shall be identified at the time of detailed site and/or grading plan design to enable tree retention within each phase as follows:
- (i ) where lots back onto other lots; and
  - (ii ) where residential uses abut non-residential uses excepting the golf course and other open space uses, and excepting where different uses are to be developed concurrently as part of a multi building, mixed use development.

In rear yard situation, non-disturbance areas shall have a minimum total width of approximately 30 feet (9.1m). A minimum of approximately 100 feet (30.5m) of non-disturbance area shall be provided along Nine Mile River in the location depicted in Schedule "T". The Developer may, at his discretion, provide a planted berm or fence in

lieu of rear lot non-disturbance areas, except in areas shown in Schedule "I1.C" where a non-disturbance area must be provided. All grading plans shall indicate areas where existing vegetation is to be maintained, areas to be protected from disturbance during the installation of services, construction of streets, construction of buildings, landscaping and any future activity on an individual lot unless otherwise specified in this Agreement.(#00536, #16934)

**2.7.9** The following activities may occur within the non-disturbance areas provided that approval by the Development Officer:

- (i ) removal of fallen timber and dead debris and removal of trees which pose a risk of injury or property damage;
- (ii ) placement of a natural based pathway (i.e. mulch, wood chip or appropriate equivalents);
- (iii ) construction of small structures such as benches, gazebos, sheds, fences provided the construction and placement of these structures results in minimal soil disturbance and removal of vegetation in the opinion of the Development Officer;
- (iv ) placement of a retaining wall for the purpose of soil stabilization which is constructed of natural or simulated natural-appearance material;
- (v ) access roads to the golf course for maintenance vehicles;
- (vi ) golf cart paths;
- (vii ) trails;
- (viii ) municipal services, power lines or other utility or service infrastructure; and
- (ix ) grading of a swale to protect adjacent land owners from uphill stormwater where no other options are feasible. (#00536)

**2.7.10** The Developer is entitled to manage vegetation as it sees fit on the golf course adjacent to any proposed development of the Lands.

**2.7.11** Non-disturbance lines shall be identified by the Developer (with snow fence or other appropriate barrier or delineation) in the field prior to any site preparation (ie. tree cutting, and excavation activity) associated lot construction (ie. dwellings, services, driveways and landscaping).

## **2.8 Maintenance**

**2.8.1** The Developer agrees that, prior to final endorsement of subdivision being granted to any phase, proof shall be provided to the Development Officer that a condominium corporation or homeowners' association or other acceptable mechanism has been provided for which applies to all lots in said phase, the articles of which incorporation set out requirements for maintenance of any private roads, private lanes, or private park or open space.

- 2.8.2** All landscaped areas, parking lots, buildings, structures, driveways, private roads, and shared parking areas shall be maintained, repaired and replaced as required by the owner or the body corporate which has control of such facility, and all areas shall be kept free of litter and debris.
- 2.8.3** All ponds used for stormwater management shall be maintained in good order by the owner/operator of the golf course, in order to maintain full storage capacity.
- 2.8.4** Where any stormwater treatment chambers or devices are provided on private land, such devices shall be maintained in accordance with the manufacturer's specifications.
- 2.8.5** All areas shall be kept free of litter and other debris, and adequate garbage receptacles shall be provided and maintained in conjunction with any multiple unit dwelling, commercial, retail or service use.
- 2.8.6** Abutters of public streets shall maintain the area between the curb and the property line free from garbage or debris.
- 2.8.7** Abutters, except where grass cutting and maintenance service is provided by the Municipality, shall maintain any grass between the sidewalk and the curb or between the property line and shoulder or curb in the case of surface storm drainage systems closely clipped and to a height not greater than six inches and shall keep such areas in good order including raking and renewal of the grass as necessary.

### **PART 3: AMENDMENTS**

- 3.1** The provisions of this Agreement relating to the following matters are identified as and shall be deemed to be not substantial and may be amended by resolution of the Community Council:
- (a) Changes to the road network and hierarchy (Schedule D1.C) and street cross sections,
  - (b) relocation of parkland, and changes in parkland size and configuration,
  - (c) development of, or minor adjustments of, multiple unit dwellings pursuant to 2.4.4, as shown on Schedule B3.C; and development of alternate housing types pursuant to 2.4.3,
  - (d) development of the Town Centre pursuant to Section 2.4.7,
  - (e) development of the Commercial Area pursuant to Section 2.4.8 (a),
  - (f) development of an Office Campus pursuant to Section 2.4.9

- (g) alternative residential sign sizes and materials from those as set out in Section 2.4.11
- (h) alternative uses for the school site as shown Schedule B2.C, excepting that open spaces shall be permitted without an amendment being required,
- (i) development of the commercial sites referenced in 2.4.8 (b)(ii), (#17826)
- (j) development rights on the Lands that may be impacted as a result of changes made to the Subdivision Bylaw, Land Use Bylaw or Municipal Service System Specifications made after the date of this Agreement,
- (k) the development of Blocks 1, 2, and 3 referenced in Section 2.4.3.1 of this Agreement. (#17521)
- (l) **the multiple unit dwelling requirements set out in Section 2.4.4.1 (a-v) of this Agreement (#20447)**

**3.2** In considering the approval of a non-substantial amendment under clause 2.4.8 (b) (ii), property owners within 250 feet of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

#### **PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

- 4.1** A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developers shall pay or reimburse the Municipality for the registration cost incurred in recording such documents.
- 4.2** This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by the Council.
- 4.3** Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer or conveyance of any lot or of all or any portion of the Lands, this Agreement shall continue to apply to and bind the Developers, the Lands and each lot and, subject to Section 4.4, the Developers shall continue to be bound by all terms and conditions of this Agreement until discharged by the Council.
- 4.4** Upon the transfer of title to any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

- 4.5** Upon assumption of the Developer's obligations under this Agreement and any Subdivision Agreement entered pursuant to this Agreement (with respect to all or a portion of the Lands) by successors in title to the Developer, the Municipality agrees to release the Developer of its obligations with respect to that portion of the Lands, the title to which it has transferred.
- 4.6** Upon the completion of all Phases of the development or portions thereof, or after 10 years from the date of registry of this Amending Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may: (#01040)
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.

## **PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

- 5.1** 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 two (2) business days of receiving such a request.
- 5.2** If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers thirty (30) 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) 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; and/or
  - (b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Lands and be shown on any tax certificate issued under the Assessment Act, and/or



- (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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement; and/or
- (e) in matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under Section 2.7.3 and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Agreement.

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 )	<b>CANADIAN INTERNATIONAL CAPITAL</b>
	<b>INCORPORATED (#20447)</b>
	)
in the presence of: )	
	)
per: )	per:
_____ )	
Sealed, Delivered and Attested )	HALIFAX REGIONAL MUNICIPALITY
by the proper signing officers of )	
Halifax Regional Municipality )	
duly authorized on that behalf )	per:
in the presence of )	MAYOR
	)
	)
_____ )	per:
	MUNICIPAL CLERK