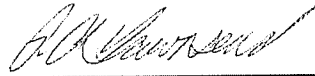


10.1.1

Peninsula Community Council
January 9, 2012

TO: Chair and Members of Peninsula Community Council

SUBMITTED BY:



Phillip Townsend, Director of Planning & Infrastructure

DATE: December 6, 2011

SUBJECT: **Case 01325: Development Agreement for the former St. Joseph's
Church Site on Gottingen Street, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

- Joint public hearing held by Regional Council and Peninsula Community Council on September 27, 2011.
- Approval by Regional Council on September 27, 2011, of amendments to the Halifax MPS and Halifax Peninsula LUB.
- Request by ECL General Partner IV Limited to enter into a development agreement for a 9-storey mixed use residential and commercial building.

RECOMMENDATION

It is recommended that the Peninsula Community Council:

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

BACKGROUND/DISCUSSION

On September 27, 2011, Regional Council and Peninsula Community Council held a joint public hearing to consider amendments to the Halifax Municipal Planning Strategy (MPS) and the Halifax Peninsula Land Use By-Law (LUB), as well as a proposed development agreement to permit a mixed use residential and commercial building on the east side of Gottingen Street, between Kaye and Russell Streets in Halifax. Subsequent to the joint public hearing, Regional Council gave its approval to the amendments to the Halifax MPS and Halifax Peninsula LUB. While the proposed development agreement was part of the public hearing process, it could not be approved by Council until the MPS and LUB amendments took effect.

The amendments have since been reviewed by the Provincial Department of Service Nova Scotia and Municipal Relations as per Section 223 of the *Halifax Regional Municipality Charter*. These amendments became effective on December 10, 2011.

As noted in the September 27, 2011 report, staff was to bring the matter back to Peninsula Community Council for a decision on the proposed development agreement once the MPS and LUB amendments took effect. It is now appropriate for Council to consider the attached proposed development agreement.

BUDGET IMPLICATIONS

There are no budget implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the proposed budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a public information meeting held on April 29, 2010, and a public hearing held on September 27, 2011. For both the public information meeting and the public hearing, notices were posted on the HRM website, in a local newspaper and mailed to property owners within a given notification area.

ALTERNATIVES

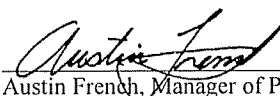
1. Council could approve entering into the proposed development agreement, as contained in Attachment A. This is the recommended course of action.
2. Council could approve entering into the proposed development agreement with changes that are agreed to by the applicant. Such changes, depending upon their magnitude, may necessitate the holding of an additional public hearing, the agreement of the Developer and/or the preparation of a supplementary staff report.
3. Council could refuse entering into the proposed development agreement. If this course of action is taken, Council is required to specify the reasons for the refusal and specify how the proposal is inconsistent with the policies of the Halifax Municipal Planning Strategy.

ATTACHMENTS

Attachment A Proposed Development Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Luc Ouellet, Senior Planner, 490-3689

Report Approved by: 
Austin French, Manager of Planning Services, 490-6717

Attachment A Proposed Development Agreement

THIS AGREEMENT made this ____ day of **[Insert Month]**, 20 ____,

BETWEEN:

[INSERT PROPERTY OWNER NAME]

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

OF THE FIRST PART

-and-

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands fronting on the east side of Gottingen Street, between Russell and Kaye Streets, Halifax and which said lands are more particularly described in Schedule A attached hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a nine (9) storey mixed use residential and commercial building with underground parking on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 3.4 (Section XI, Part II) of the Halifax Municipal Planning Strategy and Section 98(3) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Peninsula Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 01325;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

“Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop and use the Lands in a manner, which, in the opinion of the Development Officer, is in conformance with the following Schedules attached to this Agreement and filed with the Halifax Regional Municipality as Case Number 01325:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Gottingen Street Elevation
Schedule D	Kaye Street Elevation
Schedule E	East Elevation
Schedule F	Russell Street Elevation
Schedule G	Plan – Lower Parking
Schedule H	Plan – Upper Parking
Schedule I	Plan – Ground Floor
Schedule J	Plan – Second Floor
Schedule K	Plan – Typical Floor 3-7
Schedule L	Plan – Eight Floor
Schedule M	Plan – Upper Penthouse
Schedule N	Cross Section
Schedule O	Preliminary Landscape Plan
Schedule P	Monument Sign

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 and Schedule O of this Agreement;
- (b) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the HRM Development Engineer and Halifax Water; and,
- (c) A Wastewater Capacity Analysis acceptable to Halifax Water.

3.2.2 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Certification from a Landscape Architect indicating that the Developer has complied with the Landscape Plan required pursuant to Section 3.8.1 of this Agreement, or Security in accordance with Section 3.8.10; and,
- (b) Written confirmation from the HRM Development Engineer indicating compliance with Section 4.2 of this Agreement.

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

3.3 General Description of Land Use

The use(s) of the Lands permitted by this Agreement is a single nine (9) storey mixed use residential and commercial building with two (2) levels of underground parking.

3.4 Detailed Provisions for Land Use

3.4.1 The building shall contain a maximum of eighty-three (83) dwelling units.

3.4.2 The maximum permitted population is 200 persons for the entire site.

3.4.3 For the purpose of calculating the population on the Lands, bachelor units shall be assigned one (1) person per unit, one-bedroom units shall be assigned two (2) persons per unit, and all other dwelling units, including the townhouse-style dwelling units, shall be assigned 2.25 persons per unit.

3.4.4 The following uses shall be permitted in the portion of the building dedicated to commercial uses, as shown on Schedules I and J:

- (a) Retail, excluding adult entertainment uses and amusement centres;
- (b) Hair salons, barber shops, cosmetology clinics, day spas and fitness centres;
- (c) Day care facilities;
- (d) Medical, dental, optometry, physiotherapy, chiropractic, registered massage therapy, naturopathic, psychological, or veterinary clinics;
- (e) Restaurants;
- (f) Banks and other financial institutions; and,
- (g) Offices.

3.4.5 Each townhouse-style dwelling unit shall be permitted a home occupation use, subject to the requirements of section 16B and notwithstanding section 16B(2) of the Land Use By-law for Peninsula Halifax.

3.5 Building Siting, Massing and Scale

3.5.1 The building to be constructed on the Lands shall comply with the following siting, massing and scale requirements:

- (a) The building, including the underground parking garage/podium, shall be located on the Lands as shown on Schedules B, G and H;
- (b) The massing of the building shall be as shown on Schedules C to F and Schedules I to M, inclusive; and,
- (c) The maximum height of the building shall not exceed 33 metres above the mean grade of the finished ground adjoining the building.

3.5.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards as identified on Schedule B.

3.6 Architectural Treatments

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

3.6.2 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Gottingen Street, Kaye Street, and Russell Street or the abutting

school property. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent properties unless screened as an integral part of the building design and noise reduction measures are implemented. This requirement shall exclude individual residential mechanical systems.

- 3.6.3 Fixed or retractable awnings and canopies are permitted at ground floor level, provided the awnings and canopies are designed as an integral part of the building façade.
- 3.6.4 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened so that they are not visible from Gottingen Street, Kaye Street, and Russell Street or the abutting school property.
- 3.6.5 All exposed concrete surfaces shall be architecturally textured.
- 3.6.6 The large blank podium wall identified as architectural concrete on Schedule E shall be tempered by the introduction of vines, shrubs, textural plantings, trellises, or a combination thereof.

3.7 Parking, Circulation and Access

- 3.7.1 The driveway access layout and entrance to the underground parking garage on the Lands shall be as generally illustrated on Schedule B.
- 3.7.2 The driveway access on the Lands shall have a hard finished surface such as asphalt, concrete, or interlocking precast concrete paver stones.
- 3.7.3 The limits of the driveway access on the Lands shall be defined by curbing.
- 3.7.4 Where the driveway access is to be delineated by curbing, such curbing shall not be asphalt.
- 3.7.5 The building on the Lands shall be serviced by two (2) levels of underground parking containing a minimum of ninety (90) parking spaces.
- 3.7.6 All parking spaces contained within the two (2) levels of underground parking shall comply with the requirements of the Land Use By-law.
- 3.7.7 The development on the Lands shall include designated bicycle parking as per the requirements of the Land Use By-law.

3.8 Landscaping

- 3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscape Plan, which complies with the provisions of this section, the provisions of Subsection 3.6.6, and substantially conforms with the overall intentions of the

Preliminary Landscape Plan shown on Schedule O. The Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section.

- 3.8.2 The minimum acceptable sizes for plant material shall be as follows:
 - (a) High branching deciduous trees at grade – 60 mm CAL;
 - (b) High branching deciduous trees on slab – 45 mm CAL;
 - (c) Coniferous trees – 1.5 m in height; and,
 - (d) Shrubs – 0.6 m in height or spread.
- 3.8.3 Planting details for at grade and on slab planting situations for each type of plant material proposed on the detailed Landscape Plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).
- 3.8.4 All plant material shall conform to the Canadian Nursery Trades Association's Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.5 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent.
- 3.8.6 All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination shall be provided and certified by a Professional Engineer.
- 3.8.7 Construction Details and Manufacturer's Specifications (including model and colour) for all tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates and guards, planter seating wall, wood arbour, patio table and chairs, outdoor garbage enclosure, railings, and fencing shall be provided to the Development Officer with the application of the Construction Permit, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building on the Lands and the character of the surrounding area.
- 3.8.8 No HRM street trees are to be removed or damaged during the construction phase. The detailed Landscape Plan shall identify plywood tree protective hoarding located as close to the dripline of the existing street trees as possible to protect them during the construction phase.
- 3.8.9 Prior to the issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscape works have been completed according to the terms of this Agreement.
- 3.8.10 Notwithstanding subsection 3.8.9, 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

Landscape Architect. 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 (12) months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Signs

- 3.9.1 Signage for the commercial uses shall be in accordance with the General Provisions Section of the Land Use By-law for Halifax Peninsula.
- 3.9.2 Signage for the home occupations shall be in accordance with Section 34 of the Land Use By-law for Halifax Peninsula.
- 3.9.3 Two (2) temporary ground signs depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to and during construction. The temporary signs shall be removed prior to the issuance of the final Occupancy Permit.
- 3.9.4 A permanent ground monument sign, which is generally in conformance with Schedule P and which identifies the development, shall be permitted on the Lands near the corner of Gottingen Street and Russell Street. The ground monument sign shall not exceed a surface area of 5.2024 square metres per sign face and shall be located so as not to impede traffic sightlines.
- 3.9.5 The signs for the commercial uses, as well as the permanent ground monument sign, may only be externally illuminated.

3.10 Screening

Propane tanks, natural gas service hookups, and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Kaye Street, Gottingen Street and Russell Street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.11 Outdoor Lighting

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

3.12 Maintenance

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.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Site Servicing Plan

The Developer shall provide a site servicing plan for the proposed building, including proposed wastewater flows. Prior to the issuance of a Construction Permit, a wastewater capacity analysis, as directed by Halifax Water, shall be submitted. Any system upgrades required to accommodate this application will be the responsibility of the Developer.

4.2 Off-Site Disturbance

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

4.3 Underground Services

All secondary electrical and communication distribution systems to the building shall be underground.

4.4 Outstanding Site Work

Securities for the completion of outstanding on site paving work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent 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 renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.5 Encroachments

Any proposed building encroachments into the street rights-of-way, illustrated on the attached schedules or otherwise, shall require HRM approval and a separate encroachment permit/licence as per the requirements of the Encroachment By-law (By-law E-200).

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Archaeological Resources

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

- (a) The granting of an extension to the date of commencement of development, as identified under Section 7.3.3 of this Agreement;
- (b) The granting of an extension to the length of time for the completion of the development, as identified under Section 7.4.3 of this Agreement;
- (c) Changes to the landscaping requirements detailed in Section 3.8 or which, in the opinion of the Development Officer are not generally in conformance with Schedule O;
- (d) An increase in the number of dwelling units, provided the building size, maximum height and allowed population have not increased and the exterior appearance of the building is not affected;
- (e) The replacement of the commercial space with individually accessible two-storey townhouse-style dwelling units; and
- (f) Minor changes to the exterior architectural appearance of the building, including materials, architectural treatments and fenestration pattern.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean the excavation and construction of the footings and foundation for the proposed nine (9) storey commercial/residential mixed use building with two levels of underground parking.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

7.4.1 If the Developer fails to complete the development after eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement.

7.4.2 For the purpose of this section, completion of development shall mean the issuance of the first Occupancy Permit.

7.4.3 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1, if the

Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

7.5 Discharge of Agreement

Upon the completion of the development, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or,
- (c) Discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Peninsula Halifax.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four (24) hours of receiving such a request.

8.2 Failure to Comply

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

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

- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, _____.

SIGNED, SEALED AND DELIVERED

in the presence of:

=====

(Insert Registered Owner Name)

Per: _____

Per: _____
=====

SEALED, DELIVERED AND

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

**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

Mayor

Per: _____

Municipal Clerk