



P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 3.1.1**  
**Halifax and West Community Council**  
**August 4, 2015**

**TO:** Chair and Members of Halifax and West Community Council  
Original Signed

**SUBMITTED BY:** \_\_\_\_\_  
Bob Bjerke, Chief Planner and Director of Planning and Development

**DATE:** July 22, 2015

**SUBJECT:** **Case 18510: MPS/LUB Amendments and Development Agreement, 3400 Dutch Village Road and 3343 Westerwald Street, Halifax**

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### **SUPPLEMENTARY REPORT**

#### **ORIGIN**

- Application by R.C. Jane Properties Limited;
- March 18, 2014, Regional Council initiation of the MPS amendment process;
- June 16, 2015 Regional Council approval of MPS and LUB amendments to permit a 6-storey mixed-use development at 3400 Dutch Village Road in association with the adjoining property at 3343 Westerwald Street, Halifax by development agreement; and
- Provincial ministerial approval of amendments to the Halifax MPS and Halifax Peninsula LUB

#### **LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (Charter), Part VIII, Planning & Development*

#### **RECOMMENDATION**

It is recommended that Halifax and West Community Council:

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

## **BACKGROUND**

On June 16, 2015, Halifax Regional Council and Halifax and West Community Council held a joint public hearing to consider:

1. proposed amendments to the Municipal Planning Strategy for Halifax (MPS) and the Land Use By-law for Halifax Peninsula (LUB) to allow for the consideration of a 6-storey mixed-use development at 3400 Dutch Village Road in association with the adjoining property at 3343 Westerwald Street, Halifax by development agreement; and
2. a proposed development agreement to allow for the 6-storey mixed-use development at 3400 Dutch Village Road in association with the adjoining property at 3343 Westerwald Street, Halifax.

Subsequent to the public hearing, Regional Council gave its approval to the proposed MPS and LUB amendments to permit the consideration of a new multi-unit development on the subject property by development agreement. While the proposed development agreement was part of the public hearing process, it could not be approved by Halifax and West Community Council until the MPS and LUB amendments took effect.

The amendments to the MPS and LUB have since been reviewed by the Provincial Director of Planning as per Section 223 of the *Charter*. These amendments became effective on July 18, 2015. Accordingly, it is now appropriate for Halifax and West Community Council to consider the proposed development agreement, as contained in Attachment A of this report.

## **DISCUSSION**

### **Minor Text Changes to Development Agreement**

At the time of the public hearing, two issues were raised that require additional discussion:

On the advice of HRM Legal Services and Staff it was suggested that a minor change to the text of Section 3.6.9 of the proposed development agreement, relative to the issuance of an occupancy permit, be made to provide clarity to the Agreement as follows;

*That Section 3.6.9 of the proposed development agreement be amended to read "Notwithstanding Section 3.6.8" instead of "Notwithstanding the above".*

This change has been made to the text of Section 3.6.9 (Attachment A).

A question arose regarding the possibility of having a specific number of underground parking spaces stipulated in the development agreement. The applicant has since determined that a minimum of 24 underground parking spaces can be provided. If Council so chooses, a minor change to the development agreement can be made to require this number of spaces. The following can therefore be added to the motion to approve the development agreement:

*That Section 3.12 of the proposed development agreement be amended by adding the following sentence to the end of Section 3.12: "A minimum of 24 parking spaces shall be provided within the underground parking garage."*

## **FINANCIAL 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 approved budget with existing resources.

### **COMMUNITY ENGAGEMENT**

The community engagement process undertaken for this application 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 May 26, 2014 and a Public Hearing on June 16, 2015. Notices of the meetings were posted on the HRM website, in the newspaper, and mailed to property owners within the notification area shown on Map 4 of the April 10, 2015 staff report.

### **ENVIRONMENTAL IMPLICATIONS**

There are no additional environmental concerns.

### **ALTERNATIVES**

1. Halifax and West Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or an additional public hearing. A decision of Council to approve the proposed DA is appealable to the N.S. Utility & Review Board as per Section 262 of the *Charter*.
2. Halifax and West Community Council may choose to refuse the proposed development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *Charter*.

### **ATTACHMENTS**

Attachment A                      Proposed Development Agreement

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A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902-490-4210, or Fax 902-490-4208.

Report Prepared by:              Paul Sampson, LPP, Planner, 902-490-6259

Original Signed

Report Approved by:

\_\_\_\_\_  
Kelly Denty, Manager Development Approvals, 902-490-4800

**ATTACHMENT A:  
Proposed Development Agreement**

THIS AGREEMENT made this        day of                                         , 2015,

BETWEEN:

**[Insert Name of Corporation/Business LTD.],**  
a body corporate, in the Province of Nova Scotia,  
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 3400 Dutch Village Road and 3343 Westerwald Street, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.7 and 2.7.1 of Section VII of the Halifax Municipal Planning Strategy and Section 96 (f) of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on [**INSERT DATE**] , referenced as Municipal Case Number **18510**;

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, subdivision and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Halifax 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/Federal Government and the Developer and/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.

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18510:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Ground Floor Plan
Schedule D	Roof Plan
Schedule E	North Elevation
Schedule F	South Elevation
Schedule G	West Elevation
Schedule H	East Elevation

### **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) Landscape Plan in accordance with Section 3.6 of this Agreement.

3.2.2 Upon issuance of the first Municipal Occupancy Permit, the Developer shall provide the Development Officer with certification from a qualified professional indicating that the Developer has complied with the Landscape Plan, or the posting of security in accordance with Section 3.6.9.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any use 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 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 are the following:

- (a) Apartment house (multiple-unit residential uses) at 3400 Dutch Village Road;
- (b) Any minor commercial use permitted in the C-2A (Minor Commercial) Zone may occupy the ground floor level (Schedule C) of the proposed building at 3400 Dutch Village Road, with the exception of uses listed in clauses 59A(1) (f), (g),(h) and (la);
- (c) An existing 24-unit apartment house at 3343 Westerwald Street; and
- (d) Uses accessory to any of the foregoing uses.

### **3.4 Detailed Provisions for Land Use**

3.4.1 The existing 24-unit apartment house at 3343 Westerwald Street shall comply with the following requirements:

- (a) no additions or renovations to the building which result in additional floor area or dwelling units shall be permitted;
- (b) the apartment house may be reconstructed, repaired, replaced, rebuilt, or renovated provided that such reconstruction, repair, replacement, rebuilding or renovation:
  - i) does not exceed three storeys in height above the mean grade of the finished ground adjoining the building; and
  - ii) conforms with Schedule B;
- (c) accessory uses may be permitted subject to R-2AM zone requirements;
- (d) parking and landscaped open space may be shared between both properties at the discretion of the Developer and shall conform to Schedule B and Sections 3.6 and 3.12. The driveway access for the proposed development at 3400 Dutch Village Road shall be permitted over the lands of 3343 Westerwald Street as shown on Schedule B.

3.4.2 The proposed development at 3400 Dutch Village Road shall be exempted from the detailed requirements of the R-3 (Multiple Dwelling) and C-2A (Minor Commercial) zones of the Land Use By-law related to angular planes, population density, unit mix, parking and open space. Instead, the Schedules and written provisions of this Agreement shall apply.

3.4.3 Further to Subsection 3.4.2, the following conditions shall apply to the proposed development:

- (a) A minimum of 33% of the new residential dwelling units shall consist of 2 or more bedrooms;
- (b) Seven (7) parking spaces shall be reserved for commercial uses (parking spaces 1 through 7 as shown on Schedule B). Signage shall be provided to differentiate between commercial and residential parking spaces; and
- (c) Further to Subsection 3.3 (b), for those units shown on Schedule C as "Commercial or Residential Unit", the Developer may choose to substitute permitted commercial uses with residential units.

3.4.4 The existing billboard on 3400 Dutch Village Road shall be removed prior to the issuance of a Construction Permit for the new building.

### **3.5 Architectural Requirements**

3.5.1 The proposed building's exterior design and materials shall be as shown on Schedules E through H. The building shall not exceed 6 storeys and 75 feet in height above the mean grade of the finished ground adjoining the building. The building shall employ high quality materials and

variations in the façade and mass of the building to provide visual interest, as shown on the Schedules.

- 3.5.2 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be required along long facades to provide shelter, and encourage pedestrian movement.
- 3.5.3 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).
- 3.5.4 Any exposed foundation in excess of four feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer or as shown on the Schedules.

### **3.6 Landscaping**

- 3.6.1 Prior to the issuance of a Development Permit, the Developer shall provide the Development Officer with a detailed Landscape Plan, prepared by a Landscape Architect, which shall provide details of all landscaped areas shown on the Schedules.
- 3.6.2 Landscaped areas shown on the Schedules shall be active areas generally accessible to building occupants and shall contain a combination of concrete pavers, walkways, sod, ground cover, shrubs, deciduous and coniferous trees, site furnishings and landscaping features.
- 3.6.3 A portion of the building rooftop (Schedule D) shall be landscaped and used as open space for tenants. Additionally, the ground-level open space to the east of the existing 24-unit apartment house shall be landscaped, as shown on Schedule B, in order to create usable open space for tenants. The ground-level open space shall be visually screened from the neighbouring property (3331 Westerwald Street) by the use of suitable wood fencing or vegetation as determined by the Development Officer. The details of these open spaces shall be provided on the Landscape Plan pursuant to Subsection 3.6.1.
- 3.6.4 Planting on rooftops above structures shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in planting beds or containers. Approximately 50 percent of the plant material shall be evergreen or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm. (2 ft.). It is the responsibility of the Developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop or podium.
- 3.6.5 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.
- 3.6.6 Planting details for each type of plant material proposed on the Landscape Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety). Mass shrub plantings or mixed shrub and ground cover plantings are preferred instead of perennial beds.
- 3.6.7 Construction Details or Manufacturer's Specifications for all constructed landscaping features



such as pergolas, benches, etc. shall be provided to the Development Officer or shall be noted on the Landscape Plan required by Subsection 3.6.1.

- 3.6.8 Upon the issuance of an Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.6.9 Notwithstanding Section 3.6.8, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape work and the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping as shown on the Landscape Plan. 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 landscaping as described herein 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. 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.

### **3.7 Signs**

- 3.7.1 Exterior signs shall meet the requirements of the C-2A Zone of the Land Use By-law and shall be limited to:
- (a) awning signs made of fabric material above ground level windows and doors;
  - (b) fascia and projecting signs along the ground-floor level; and
  - (c) signs identifying the brand name, civic address or corporate logo of the building, provided they are located along the ground-floor level.

### **3.8 Building and Site Lighting**

- 3.8.1 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.
- 3.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

### **3.9 Functional Elements**

- 3.9.1 All vents, down spouts, 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.
- 3.9.2 All mechanical equipment, including any rooftop mechanical equipment, exhausts, propane tanks, electrical transformers, and other utilitarian features shall be visually concealed from abutting properties, including municipal rights-of-way, and shall include noise reduction measures.

### **3.10 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 removal/salting of walkways and driveways.

### **3.11 Solid Waste Facilities**

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

### **3.12 Parking and Bicycle Facilities**

Vehicular parking shall include a combination of underground parking and exterior, single-level surface parking to accommodate vehicular parking spaces, as shown on the Schedules. Notwithstanding this, the underground parking level shall include bicycle parking required by the Land Use By-law and solid waste facilities required by Section 3.11.. The number of parking spaces may be reduced to accommodate such bicycle parking and solid waste facilities. Up to 75 percent of the parking spaces may be reduced in size to 8 feet by 17 feet.

### **3.13 Subdivision**

The Development Officer may approve a subdivision plan which results in a change to the location of the property line between the two properties that form the Lands, provided that:

- (a) the resulting property at 3343 Westerwald Street contains a minimum lot frontage of 75 feet and a minimum lot area of 7,500 square feet;
- (b) the development on both parcels resulting from such subdivision shall be exempted from Land Use By-law requirements related to building setbacks, angular planes, population density, unit mix, parking, and open space; and
- (c) appropriate easements for access, parking, servicing and maintenance of building(s) shall be shown on the final plan of subdivision.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

- 4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications unless otherwise varied by this Agreement and shall receive written approval from the Development Engineer prior to undertaking any work.
- 4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including 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 Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Archaeological Monitoring and Protection**

The Developer shall contact the Coordinator of Special Places, of Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

## **5.2 Sulphide Bearing Materials**

The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

## **PART 6: AMENDMENTS**

### **6.1 Substantive Amendments**

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

### **6.2 Non-Substantive Amendments**

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council (for greater certainty, these items do not include changes which, in the opinion of the Development Officer, are in conformance with the plans attached as Schedules B-N):

- (a) minor changes to the land use provisions of Section 3.4 and any changes to corresponding Schedules;
- (b) minor changes to the architectural requirements and exterior architectural appearance or materials as detailed in section 3.5 and corresponding Schedules;
- (c) changes to the landscaping requirements as detailed in Section 3.6;
- (d) changes to the sign requirements of Section 3.7;
- (e) changes to the parking requirements pursuant to Section 3.12;
- (f) changes to the date of commencement of development specified in Section 7.3; and
- (g) changes to the date of completion of development specified in Section 7.4.

## **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**

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

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within four 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 installation of the footings and foundation for the proposed building.
- 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 6.2, 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**

Upon the completion of the whole development or complete phases 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;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

#### **7.5 Discharge of Agreement**

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

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

### **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **8.1 Enforcement**

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

#### **8.2 Failure to Comply**

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.

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

**SIGNED, SEALED AND DELIVERED** in the presence of:

**(Insert Registered Owner Name)**

\_\_\_\_\_

Witness

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

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

\_\_\_\_\_

Witness

Per: \_\_\_\_\_

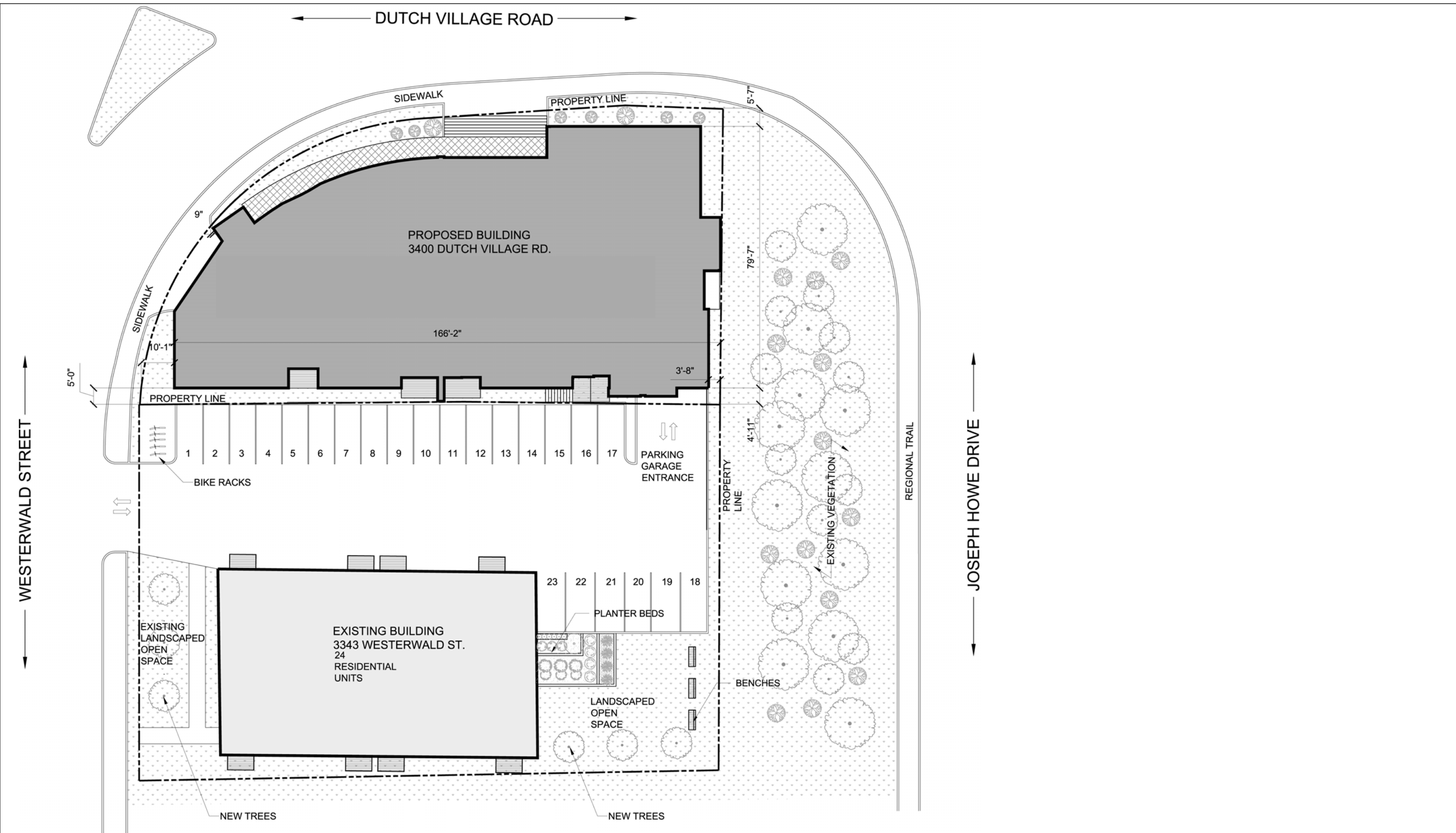
MAYOR

\_\_\_\_\_

Witness

Per: \_\_\_\_\_

MUNICIPAL CLERK



3400 DUTCH VILLAGE ROAD

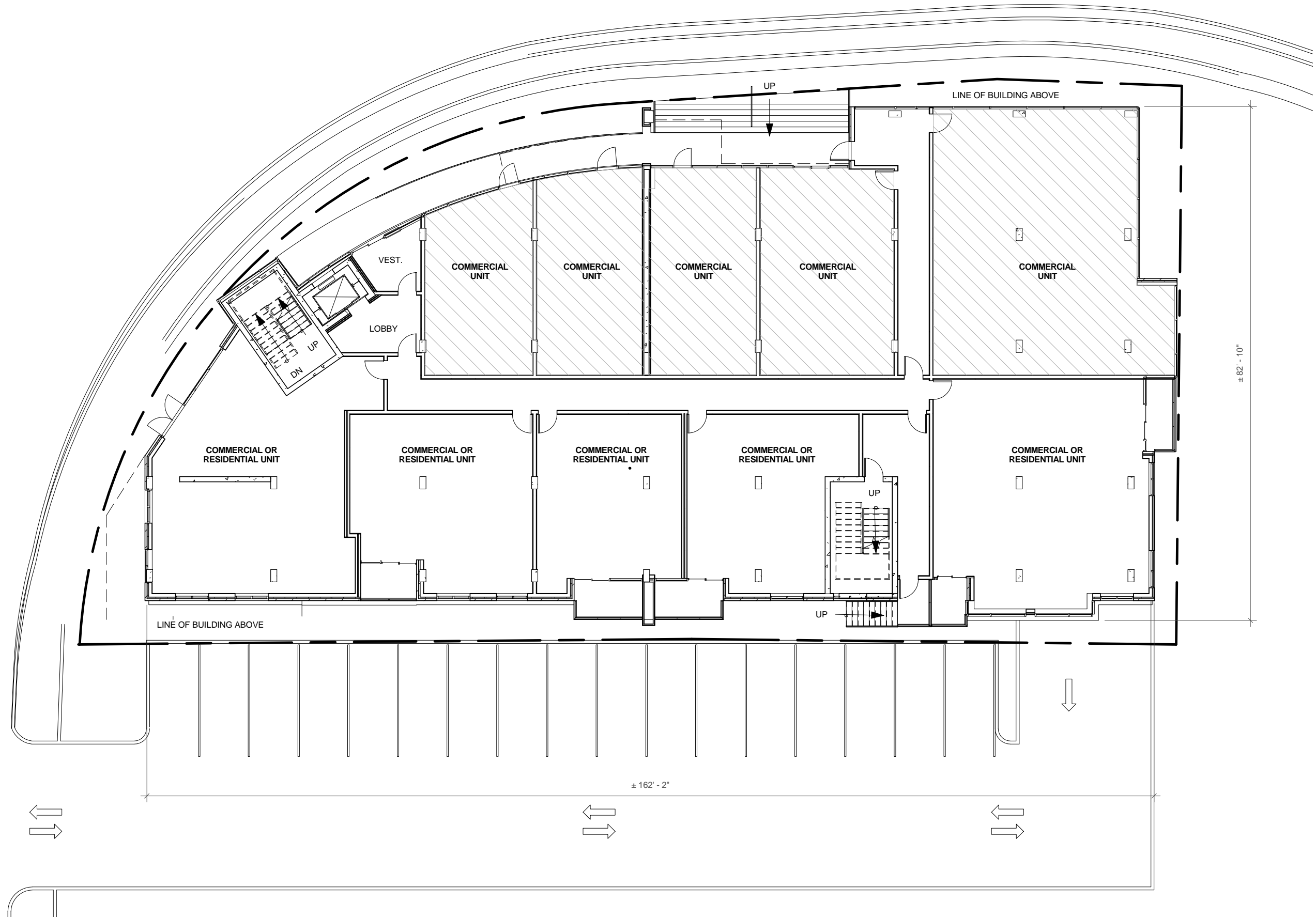
SCHEDULE B - SITE PLAN

SCALE: NTS

DATE: DEC 16, 2014



SDP

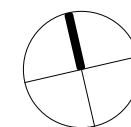


3400 DUTCH VILLAGE ROAD

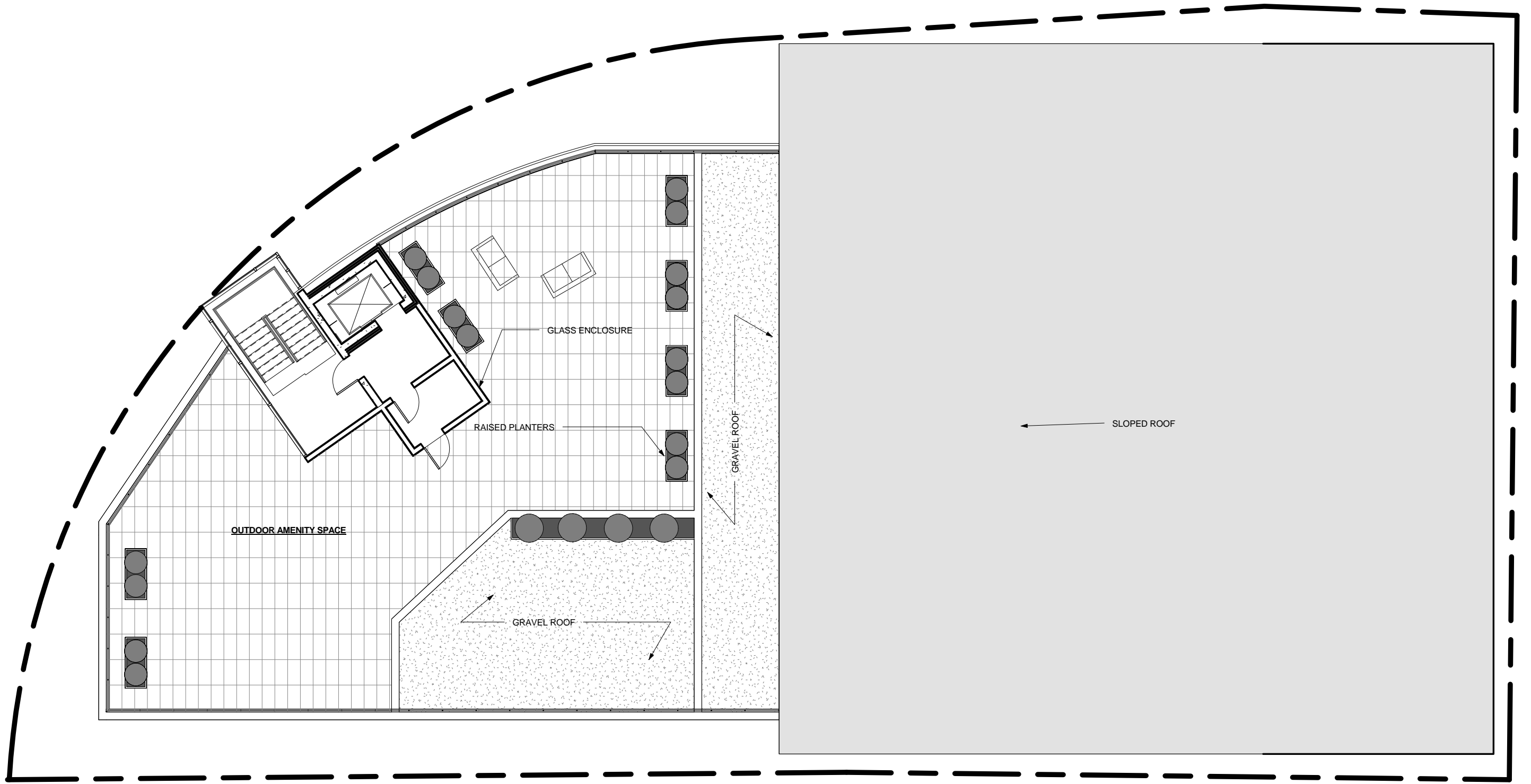
**SCHEDULE C - GROUND FLOOR PLAN**

SCALE: NTS

DATE: DEC 16, 2014



A3

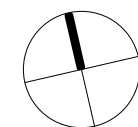


3400 DUTCH VILLAGE ROAD

SCHEDULE D - ROOF  
PLAN

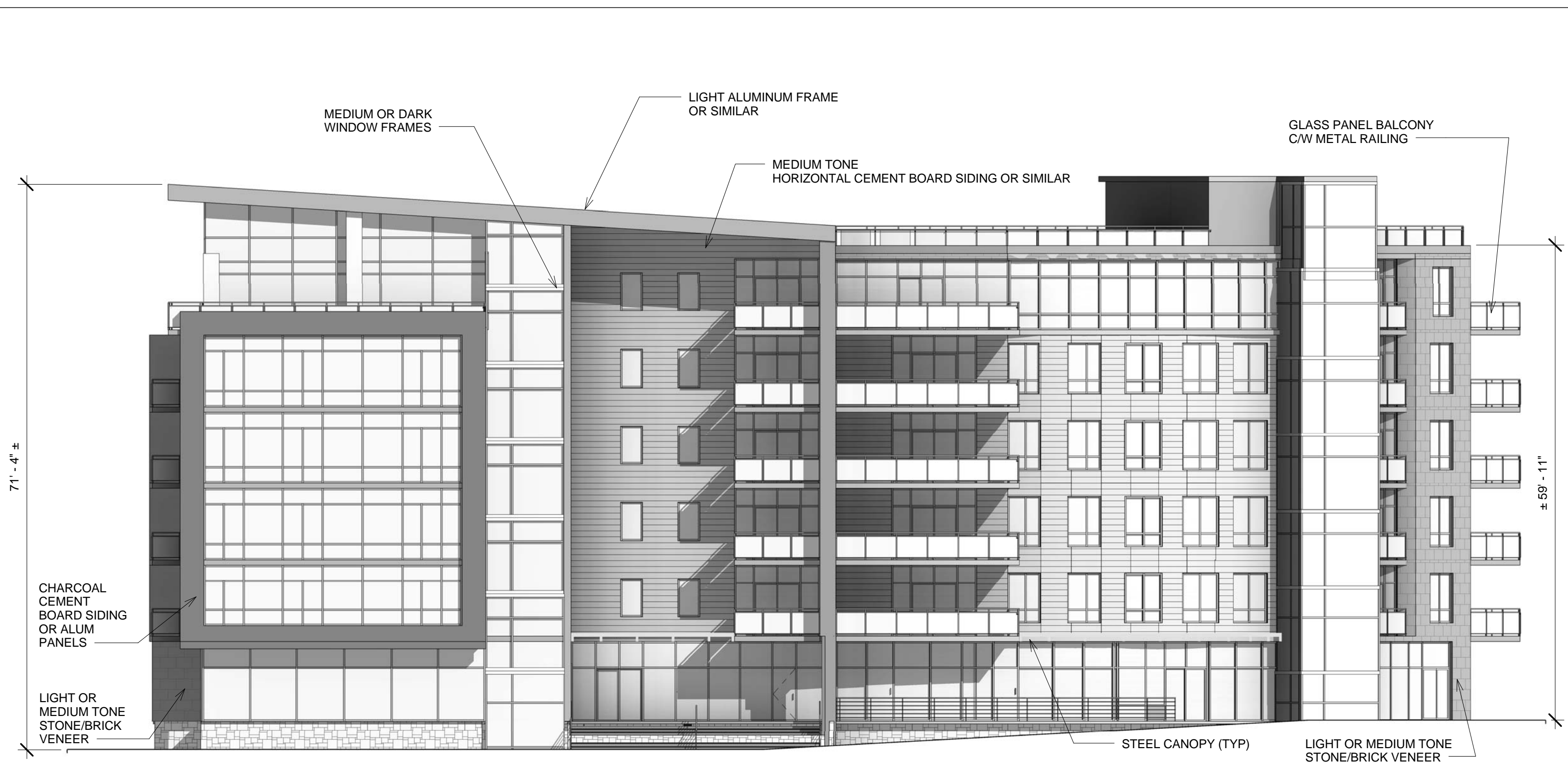
SCALE: NTS

DATE: DEC 16, 2014



A6





3400 DUTCH VILLAGE ROAD

SCHEDULE E - NORTH ELEVATION

SCALE: NTS

DATE: DEC 16, 2014



A14



3400 DUTCH VILLAGE ROAD

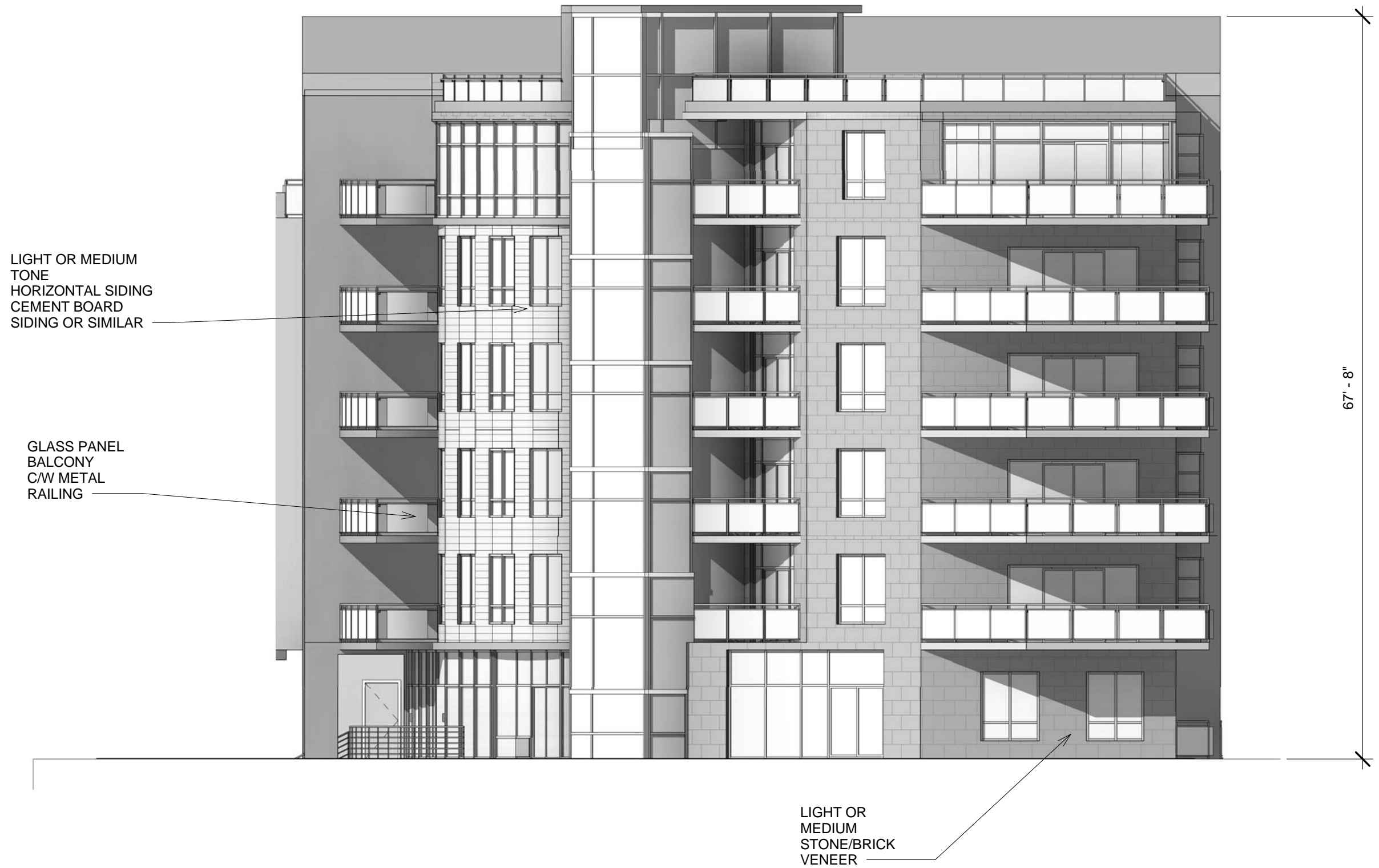
SCHEDULE F - SOUTH ELEVATION

SCALE: NTS

DATE: DEC 16, 2014



A15



LIGHT OR MEDIUM  
TONE  
HORIZONTAL SIDING  
CEMENT BOARD  
SIDING OR SIMILAR

GLASS PANEL  
BALCONY  
C/W METAL  
RAILING

LIGHT OR  
MEDIUM  
STONE/BRICK  
VENEER

67' - 8"

3400 DUTCH VILLAGE ROAD

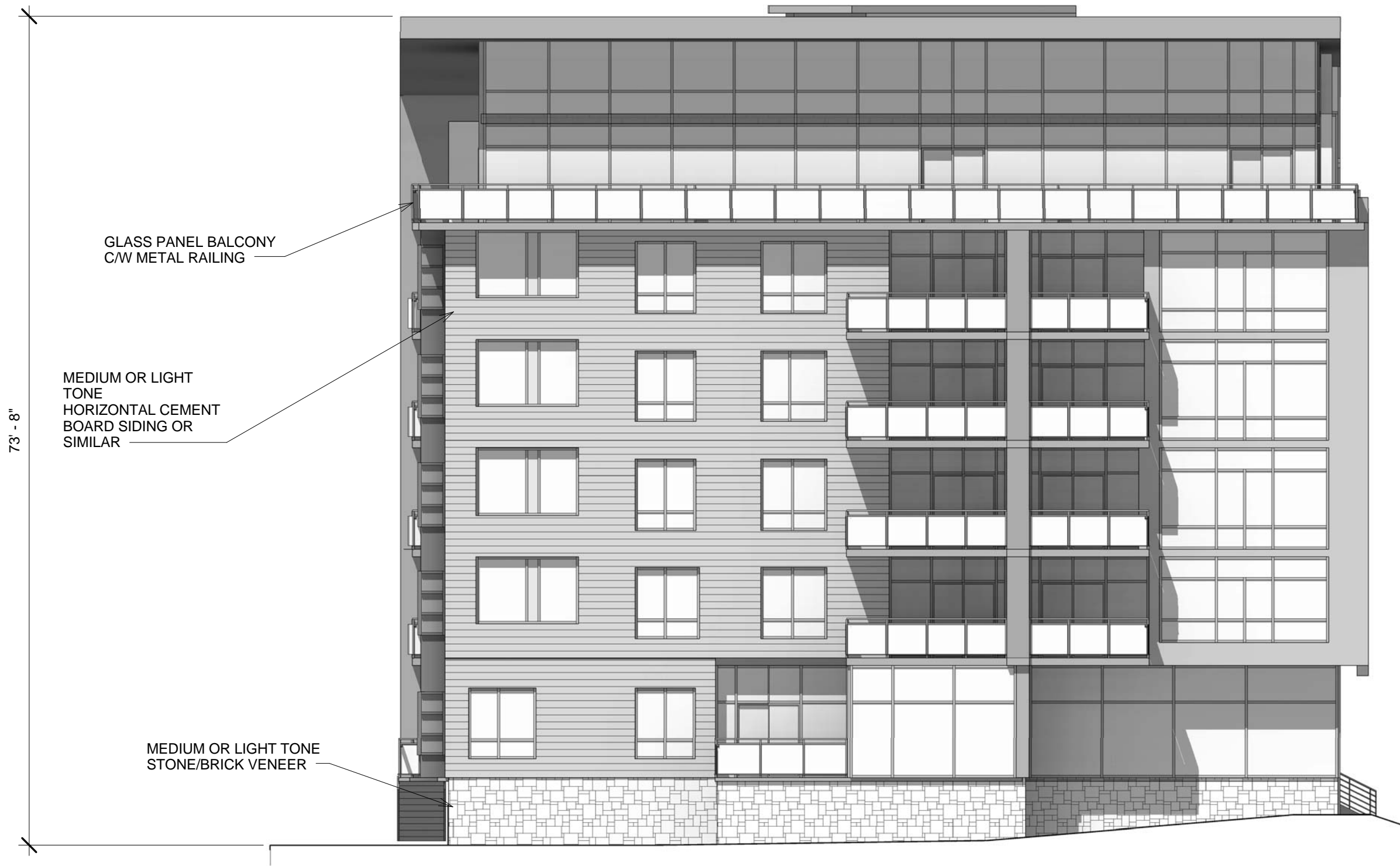
**SCHEDULE G - WEST  
ELEVATION**

SCALE: NTS

DATE: DEC 16, 2014



**A16**



3400 DUTCH VILLAGE ROAD

**SCHEDULE H - EAST  
ELEVATION**

SCALE: NTS

DATE: DEC 16, 2014



A17