



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

Item No. 13.1.1

**Harbour East-Marine Drive Community Council
October 6, 2016**

TO: Chair and Members of the Harbour East-Marine Drive Community Council

SUBMITTED BY: ORIGINAL SIGNED

Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: September 19, 2016

SUBJECT: **Case 19258: MPS/LUB amendment and Development Agreement for 8 Linden Lea, Dartmouth**

SUPPLEMENTARY REPORT

ORIGIN

- Application by W. M. Fares Group
- On August 9, 2016 Regional Council approved amendments to the Downtown Dartmouth SPS enabling the designation of a new residential opportunity site at 8 Linden Lea, Dartmouth
- September 10, 2016, coming into effect of MPS and LUB amendments.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Harbour East-Marine Drive Community Council:

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A, to enable a four storey, 41 unit multiple unit building located at 8 Linden Lea in Dartmouth and
2. Require that the proposed development agreement be signed by the property owner within 120 or longer if warranted days, or any extension thereof granted by Council on request of the property owner, from the date of final approval 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 / DISCUSSION

On August 9, 2016 Regional Council held a public hearing to consider the proposed amendments to the Downtown Dartmouth Secondary Planning Strategy (SPS) and Land Use By-law (LUB) as well as a proposed development agreement, to permit a 4 storey, 41 unit multiple unit residential building at 8 Linden Lea, Dartmouth. Following the public hearing, Regional Council approved the amendments to the Downtown Dartmouth SPS and LUB to enable the designation of a new residential opportunity site by development agreement. For more information, please see the staff report at the following link.

<http://www.halifax.ca/council/agendasc/documents/160809ca23.pdf>

As noted in the July 5, 2016 staff report, Harbour East-Marine Drive Community Council could not make a decision on the proposed development agreement until the SPS and LUB amendments became effective. As the SPS and LUB amendments became effective on September 10, 2016, Community Council is now able to consider the proposed development agreement as contained in Attachment A of this report.

FINANCIAL IMPLICATIONS

There are no financial implications. The applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this development agreement. The administration of the development agreement can be carried out within the approved 2016 budget with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

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 providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area, a public information meeting held on October 22, 2014, and a public hearing held on August 9, 2016.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

1. Harbour East-Marine Drive Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

Attachment A: Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 2016,

BETWEEN:

[INSERT DEVELOPER 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 located at 8 Linden Lea, Dartmouth, 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 residential use building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy N-5 of the Downtown Dartmouth Secondary Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality, approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 19258;

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 applicable Land Use By-law 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 Regional 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 to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19258:

Schedule A	Legal Description of the Land(s)
Schedule B	Site/Landscape Plan

Schedule C	Below Grade Parking
Schedule D	Floor Plan Level 100
Schedule E	West Elevations
Schedule F	South Elevation
Schedule G	East Elevations
Schedule H	North Elevation

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of any Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A Landscaping Plan in accordance with Section 3.7 of this Agreement;
- (b) A Lighting Plan in accordance with Section 3.6 of this Agreement; and
- (c) A Site Grading Plan prepared by a Professional Engineer and acceptable to the Development Engineer in Accordance with Section 5.1 of this Agreement.

3.2.2 At the time of issuance of any Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in Section 3.6 of this Agreement; and
- (b) Written confirmation from a Landscape Architect (a full member of the Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in Section 3.7 of this Agreement. The Development Officer may request further information in the Landscape Plan if it is found not satisfactory.

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

3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement shall be a multiple unit dwelling.

3.3.2 Unless otherwise stated in this Agreement, development of the Lands shall conform to the applicable provisions of the Downtown Dartmouth Land Use By-law as amended from time to time.

3.4 Siting and Architectural Requirements

3.4.1 The building shall be located and oriented as generally illustrated on Schedule B of this Agreement.

3.4.2 There shall be a maximum of 41 dwelling units,

3.4.3 There shall be area of non-disturbance east of the building.

- 3.4.4 There shall be 41 below grade parking spaces.
- 3.4.5 The Developer agrees that the design, form, and exterior materials of the buildings shall, in the opinion of the Development Officer, conform to the Buildings Elevations included with this Agreement as Schedules.
- 3.4.6 All façades facing onto Linden Lea and Pleasant Street shall be designed and detailed as primary façades. Further, detailed architectural treatment shall be continued around all sides of the buildings as identified on the Schedules E to H.
- 3.4.7 Any exposed foundation in excess of two (2) feet in height and a minimum of ten (10) square feet in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer. Larger areas of exposed foundation shall be given design consideration in the Landscape Plan as per Section 3.7 of this Agreement.
- 3.4.8 All vents, down spouts, flashing, electrical conduits, metres, service connections and other functional elements shall be treated as integral parts of the building design. Where appropriate these elements shall match the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.9 The building shall be designed such that the mechanical systems (HVAC, AHU, exhaust fans, etc.) are not visible from Linden Lea, Pleasant Street or adjacent residential properties. Furthermore, mechanical equipment or exhaust fans shall be surrounded by opaque screening as an integral part of the building design. This shall exclude individual residential mechanical systems.
- 3.4.10 Refuse containers for five (5) stream waste sorting shall be located inside the buildings and shall be fully screened from adjacent streets by means of opaque fencing or masonry walls with view obstructing landscaping.

3.5 Parking, Circulation and Access

- 3.5.1 Surface parking areas shall be sited as generally shown on Schedule B. All other parking required for the building shall be provided underground.
- 3.5.2 The underground parking area shall provide a minimum of 41 underground spaces.
- 3.5.3 The surface parking area shall provide a minimum of 5 spaces. The surface parking area shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be surrounded by concrete curbing.

3.6 Outdoor Lighting

- 3.6.1 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 public streets, adjacent lots and buildings.
- 3.6.2 Further to Subsection 3.6.1, prior to the issuance of a Development Permit, a qualified professional shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:
 - (a) The location, on the building and on the premises, of each lighting device; and

- (b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.

3.6.3 The information used to satisfy the requirements of this section may be included on the site plan or building elevations provided that the Development Officer is satisfied of compliance with this Agreement.

3.7 Landscaping

3.7.1 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and the Urban Forest Master Plan and generally conforms with the overall intentions of the preliminary landscape features shown on Schedule B. The Landscaping Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects) and comply with all provisions of this section.

3.7.2 Occupancy Permits shall not be issued for the Buildings until the Developer shall submit to the Development Officer a letter, prepared by a member of the Canadian Society of Landscape Architects, certifying that all landscape design has been completed in accordance with this Agreement.

3.7.3 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 in the opinion of the Landscape Architect that prepares the Plan required pursuant to subsection 3.7.1.

3.7.4 All portions of the Lands not used for structures, parking areas, driveways, curbing, or walkways shall be landscaped except for areas where natural vegetative cover is maintained. Landscaping shall be deemed to include grass, mulch, decorative stone or water features, planting beds, trees, bushes, shrubs or other plant material or decorative element deemed acceptable by the Development Officer.

3.7.5 The Landscape Plan shall include the location, spacing and species of any vegetation. The Developer shall maintain all landscaping, shrubs, plants, flower beds and trees and shall replace any damaged, dead or removed stock.

3.7.6 Specifications for all fabricated landscaping elements such as fencing, retaining walls, benches, and lighting shall be provided to the Development Officer, and shall describe their design, construction, specifications, materials and placement.

3.7.7 The Landscape Plan shall provide details of all ground level open spaces, sidewalks, hardscapes and softscapes as shown on the attached Schedules. The Plan shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features.

3.7.8 Retaining walls shall be permitted on private property only, unless otherwise approved by the Development Engineer, and any retaining wall shall be constructed of concrete or modular stone retaining wall system or an acceptable equivalent in the opinion of the Development Officer.

3.7.9 Details of any retaining wall systems that exceed a height of three (3) feet shall be identified, including the height and type of any fencing proposed in conjunction with it. A construction detail of any wall and fence combination shall be provided and certified by a Professional Engineer prior to the issuance of an Occupancy Permit.

3.7.10 The Landscape Plan shall provide design details to mitigate the visual impact of the underground parking entrance.

3.7.11 Planting materials shall be carefully selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, existing vegetation and sea exposure conditions.

3.7.12 Private Landscaped Area:

- (a) The Developer shall locate and construct a private landscaped area as generally illustrated on Schedule B;
- (b) The landscaping and design for the private landscaped area shall conform to the requirements of Section 3.7 of this Agreement and shall be included on the Site Grading Plan required pursuant to section 5.1.; and
- (c) The design of the private landscaped area shall provide a safe physical connection to the Main Entrance identified on Schedule B as well as a strong visual connection.

3.7.13 Notwithstanding section 3.7.2, where the weather and the time of year do not allow the completion of outstanding landscape works at the time of issuance of the Occupancy Permits for the building, 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 of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.8 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, de-icing of walkways and driveways.

3.9 Signs

3.9.1 Signage shall conform to the following requirements:

- (a) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
- (b) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands;
- (c) Minor directional ground signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes are permitted on the Lands;
- (d) One (1) permanent ground sign shall be permitted on the Lands to denote the development name. The location of such sign shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum

height of any such sign inclusive of support structures shall not exceed 6 (six) feet and the face area of any sign shall not exceed 20 square feet. All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low-wattage shielded external fixtures.

3.9.2 Temporary signs under the Temporary Sign By-law are not permitted.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy the latest edition of the HRM Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

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 Development Engineer.

4.3 Other Approvals

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 sanitary sewer system, water supply system, stormwater, sewer and drainage systems, streets, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-laws.

4.4 Municipal Water Distribution, Sanitary Sewer and Storm Sewer Systems

The Municipal water distribution, sanitary sewer and storm sewer systems shall conform with Halifax Water's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

4.5 Solid Waste Facilities

4.5.1 Each building shall provide designated space for five (5) stream source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources as per By-law S-600.

4.5.2 Refuse containers and waste compactors shall be screened from public view by means of opaque fencing or masonry walls with view obstructing landscaping.

4.6 Private Infrastructure

All private services and infrastructure located on the Lands, including but not limited to the private circulation driveway(s), laterals for water and sewer, and any private stormwater pipes or collection systems, shall be owned, operated and maintained by the Developer. Furthermore, the Municipality shall not assume ownership of any of the private infrastructure or service systems constructed on the Lands.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Site Grading Plan and Stormwater Management

No Development Permit shall be issued unless a Site Grading Plan, prepared by a qualified Professional Engineer in accordance with the Municipal Design Guidelines, is submitted to the Municipality. The plan(s) shall identify stormwater management measures to minimize any adverse impacts on adjacent lands or stormwater drainage systems during and after construction.

5.2 Erosion and Sedimentation Control Plan

Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

5.3 Erosion Control

No Occupancy Permit shall be issued unless a Professional Engineer certifies that the entire lot is stabilized in accordance with all applicable standards and regulations of the Province of Nova Scotia and with the terms of this Agreement. Any temporary stabilization of the Lands shall be replaced with final landscaping within six (6) months of the issuance of the Occupancy Permit. If final landscaping cannot be completed due to seasonal conditions then the owner of the Lands shall be responsible for ensuring that any temporary stabilization materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

5.4 Stormwater Management System

The Developer agrees to construct, at its own expense, the Stormwater Management System associated with the proposed development. The Developer shall provide certification from a Professional Engineer that the system has been constructed in accordance with the approved design. All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.5 Failure to Conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the requirements set out under Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Officer, in consultation with the Development Engineer, to ensure compliance with the approved engineering plans.

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) Minor changes to the location and layout of the building as illustrated on Schedule B;
- (b) Minor changes to the architectural design of the building;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

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

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 and Extension of Commencement Date

7.3.1 In the event that construction has not commenced within two (2) 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 underground parking for the buildings.

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 60 calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development and Discharge of Agreement

7.4.1 If the Developer fails to complete the development after five (5) 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 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 Secondary Planning Strategy and Land Use By-law for Sackville Drive, as may be amended from time to time.

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 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: _____

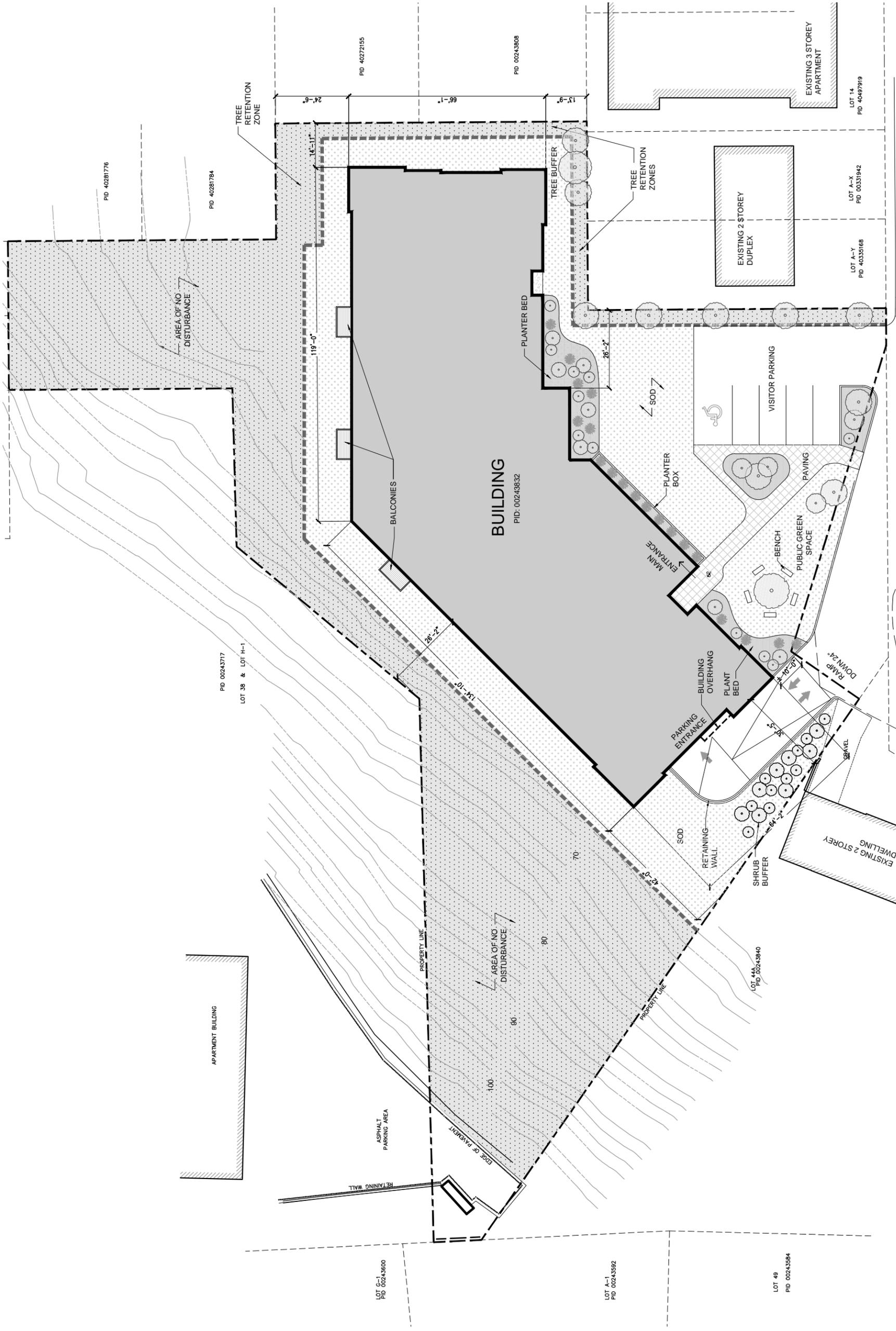
MAYOR

Witness

Per: _____

MUNICIPAL CLERK

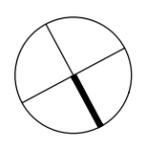
Schedule B - Site/Landscape Plan



PEMBERLY SUITES
8 Linden Lea, Dartmouth NS

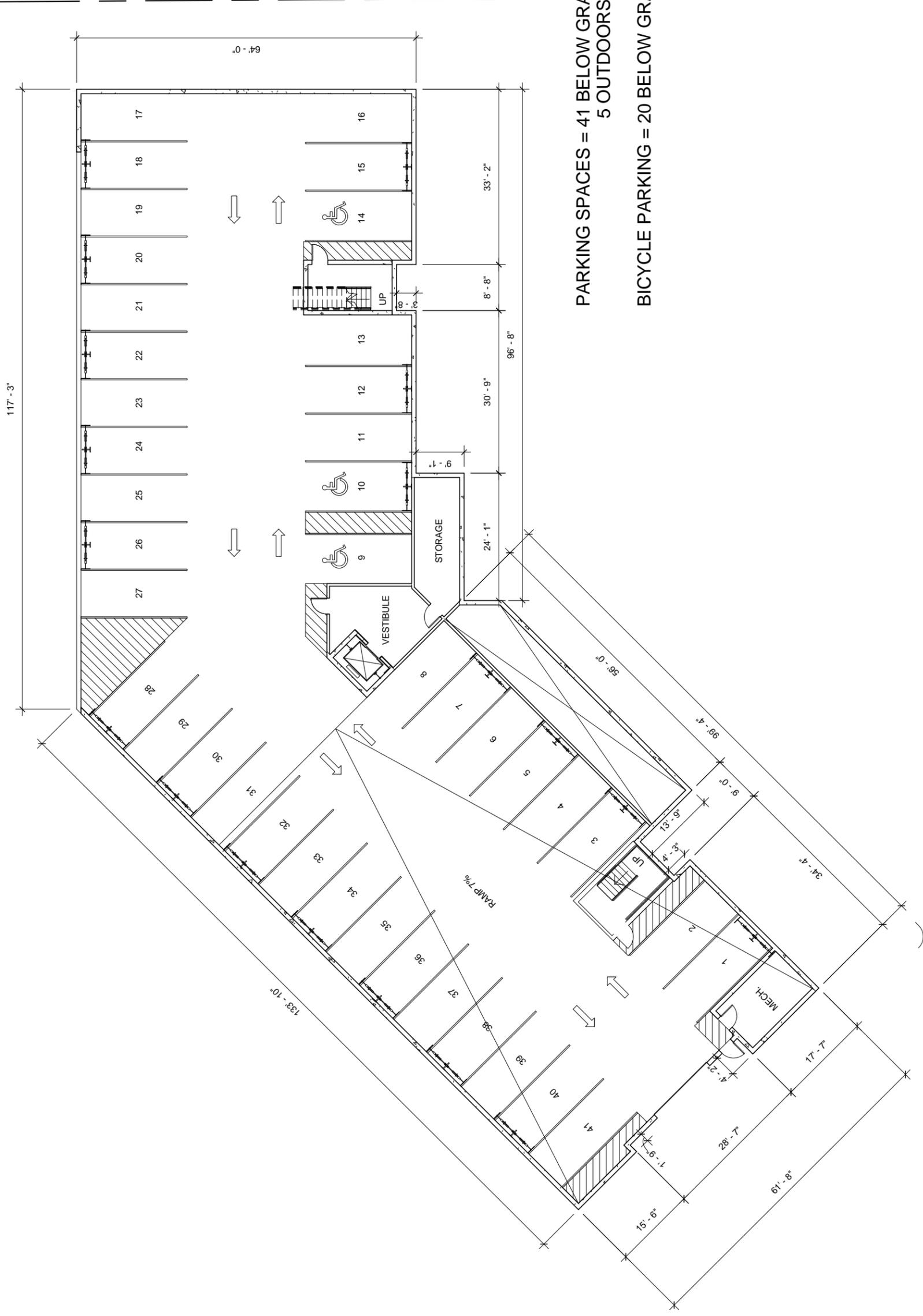
SITE / LANDSCAPE PLAN
SCHEDULE B

SCALE: 1/32" = 1'-0"
DATE: 19 June 2015



WM FARES
GROUP
SDP

Schedule C - Below Grade Parking



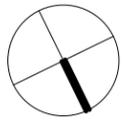
PARKING SPACES = 41 BELOW GRADE
5 OUTDOORS

BICYCLE PARKING = 20 BELOW GRADE

PEMBERLY SUITES
8 Linden Lea Dartmouth N.S.

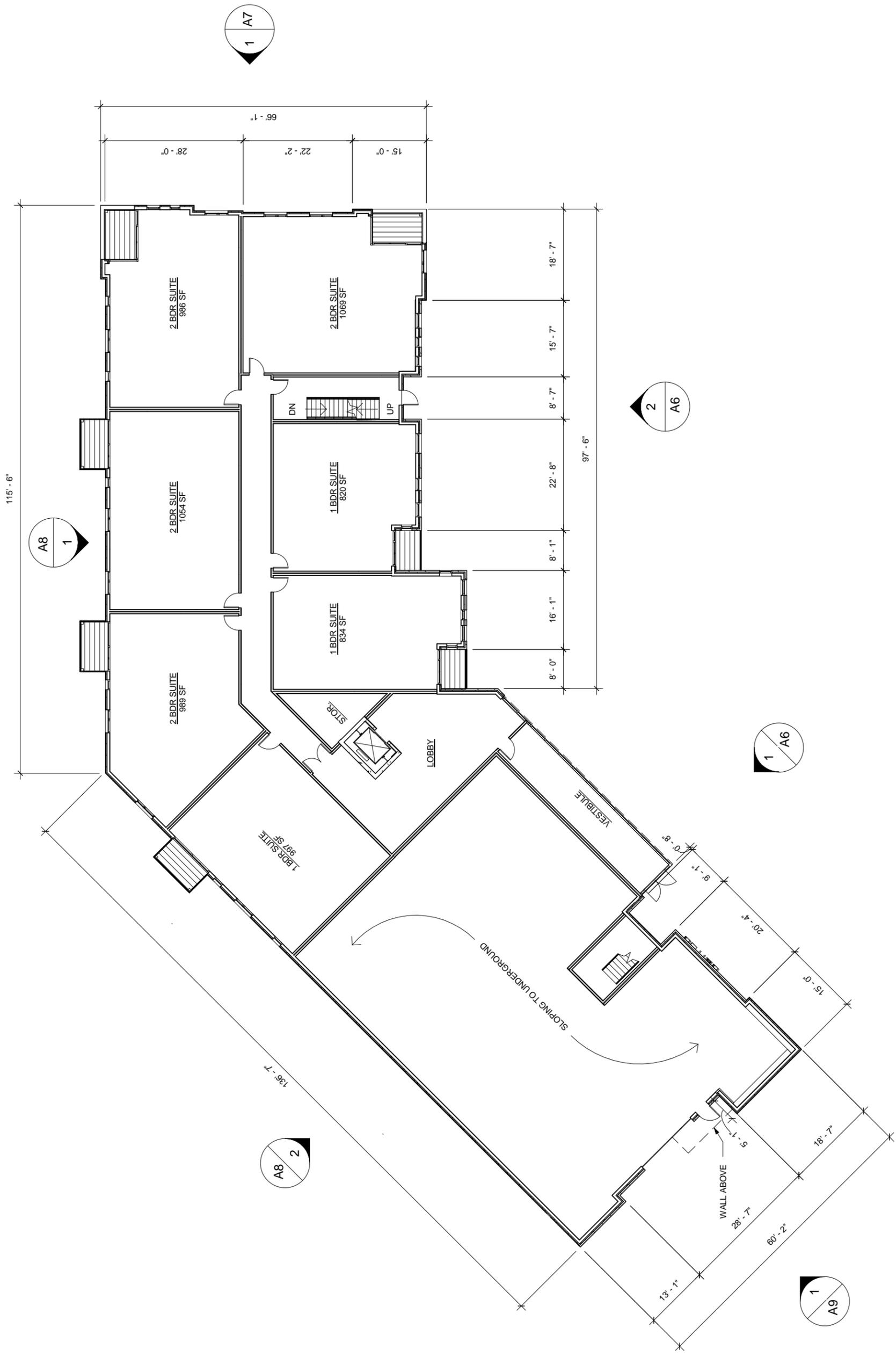
Below Grade Parking
SCHEDULE C

SCALE: 1" = 20'-0"
DATE: 25 Sept 2015



A1

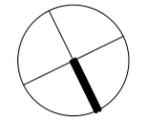
Schedule D - Floor Plan Level 100



PEMBERLY SUITES
8 Linden Lea Dartmouth N.S.

Floor Plan Level 100
SCHEDULE D

SCALE: 1" = 20'-0"
DATE: 25 Sept 2015



WM HORES
GROUP

A2

Schedule E - West Elevation



1 WEST ELEVATION
A6 1/16" = 1'-0"

2 WEST ELEVATION
A6 1/16" = 1'-0"

PEMBERLY SUITES
8 Linden Lea Dartmouth N.S.

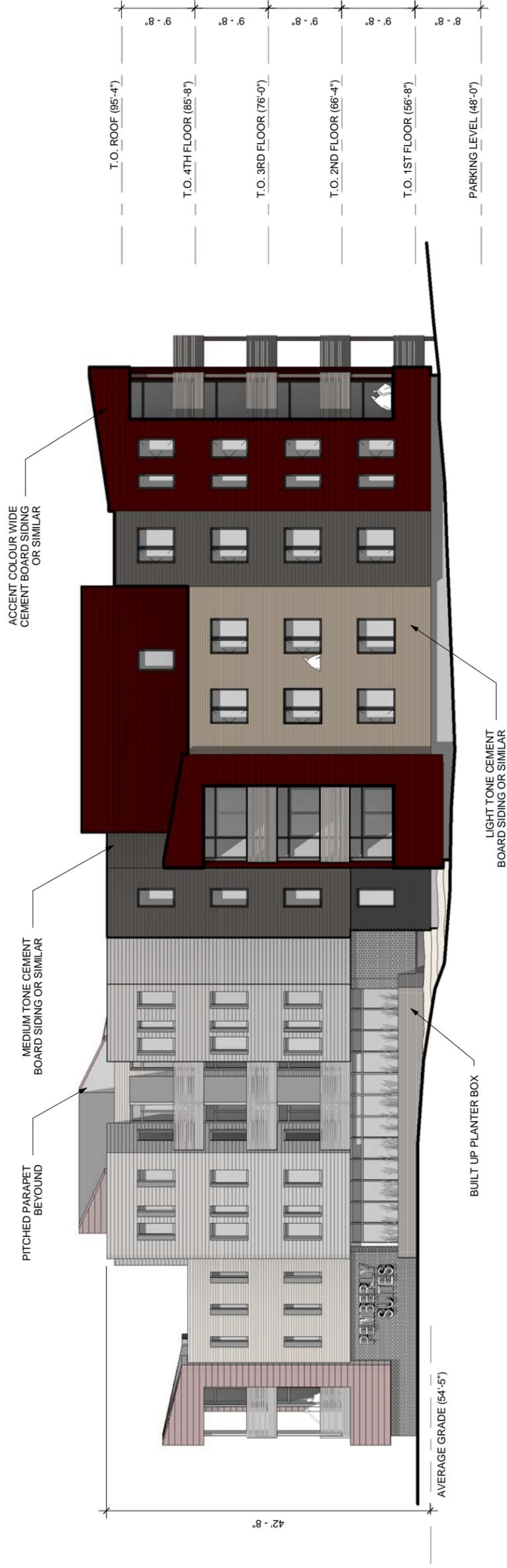
WEST ELEVATIONS
SCHEDULE E

SCALE: AS NOTED
DATE: 25 Sept 2015



A6

Schedule F - South Elevation



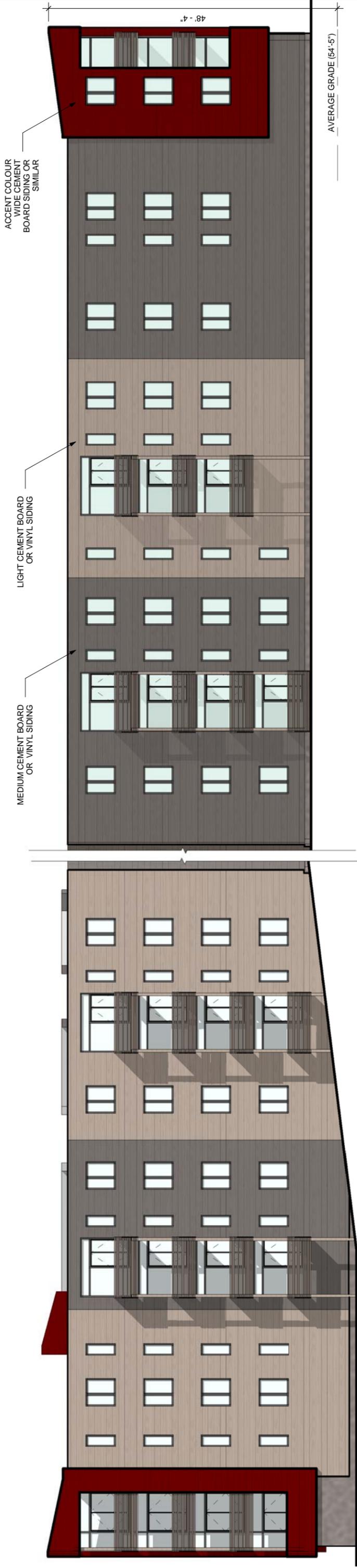
PEMBERLY SUITES
8 Linden Lea Dartmouth N.S.

South Elevation
SCHEDULE F

SCALE: 1/16" = 1'-0"
DATE: 25 Sept 2015



A7



Schedule G- East Elevation

2 EAST ELEVATION
A8 1/16" = 1'-0"

1 EAST ELEVATION
A8 1/16" = 1'-0"

PEMBERLY SUITES
8 Linden Lea Dartmouth N.S.

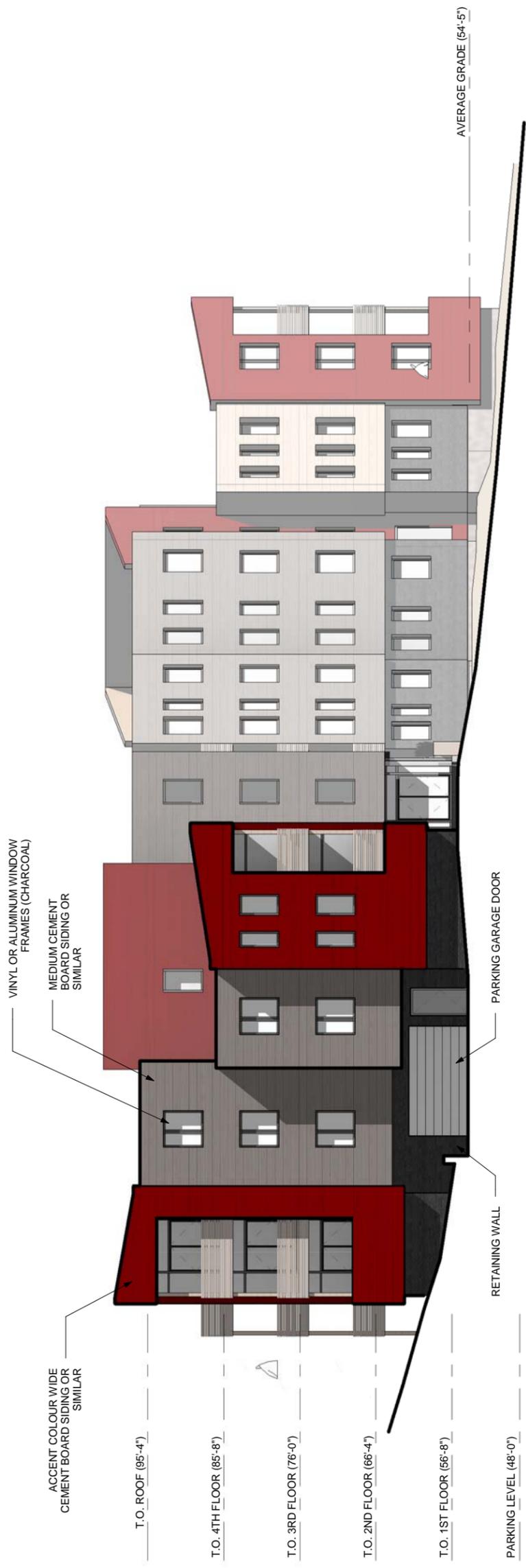
EAST ELEVATIONS
SCHEDULE G

SCALE: AS NOTED
DATE: 25 Sept 2015



A8

Schedule H - North Elevation



PEMBERLY SUITES
8 Linden Lea Dartmouth N.S.

North Elevation
SCHEDULE H

SCALE: 1/16" = 1'-0"
DATE: 25 Sept 2015



A9