



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

Item No. 13.1.1

**Harbour East-Marine Drive Community Council
December 4, 2014**

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

SUBMITTED BY: *Original signed*

Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: November 3, 2014

SUBJECT: **Case 18288: Development Agreement for a mixed residential development adjacent to Lake Loon, Westphal**

SUPPLEMENTARY REPORT

ORIGIN

- Application by Ekistics Design Ltd.
- October 7, 2014 Regional Council approval of MPS and LUB amendments for 661 and 667, Highway #7, Westphal.

LEGISLATIVE AUTHORITY

- *Halifax Regional Municipality Charter*, Part VIII, Planning & Development

RECOMMENDATION

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

1. Approve the proposed development agreement as contained in Attachment A of this report, and;
2. Require the amending 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 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 October 7, 2014, Regional Council held a joint public hearing with Harbour East-Marine Drive Community Council (HEMDCC) to consider amendments to the Cole Harbour/ Westphal Municipal Planning Strategy (MPS) and Land Use By-law (LUB) as well as a proposed development agreement for lands at 661 and the rear portion of 667 Highway #7, in Westphal (Maps 1 and 2). At this public hearing, Regional Council approved the site specific amendments to the Cole Harbour/ Westphal MPS and LUB. The amendments enabled mixed form residential development by development agreement in the Highway Commercial Designation and C-4 (Highway Commercial) Zone of the MPS and LUB on lands as shown on Maps 1 and 2.

Subsequent to the public hearing, the province has reviewed the amendments to Cole Harbour/ Westphal MPS to ensure compliance with Provincial requirements. As noted in the July 7, 2014 staff report, Community Council could not make a decision on the proposed development agreement until the MPS and LUB amendments became effective. As the MPS and LUB amendments became effective on November 8, 2014, Community Council is now in a position to consider the proposed development agreement as contained in Attachment A of this report.

FINANCIAL IMPLICATIONS

There are no financial 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 2014/15 budget with existing resources.

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 two Public Information Meetings held on Wednesday, July 3, 2013 and Wednesday, January 15, 2014, respectively. A public hearing was held on October 7, 2014. Notices of the Public Information Meetings and the Public Hearing were posted on the HRM Website, in the newspaper, and mailed to property owners in within the notification area as shown on Map 3 of the July 7, 2014 staff report.

ENVIRONMENTAL IMPLICATIONS

No implications have been identified.

ALTERNATIVES

1. Council may choose to refuse to approve the 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 reject this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Council may choose to approve the proposed amending development agreement subject to modifications. This may necessitate further negotiation with the applicant a supplementary staff report and additional public hearing. A decision made by Council to approve this development agreement is appealable to the NS Utility and Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1 Generalized Future Land Use
Map 2 Zoning
Map 3 Notification

Attachment A: Proposed Amending Development Agreement

Staff Report:

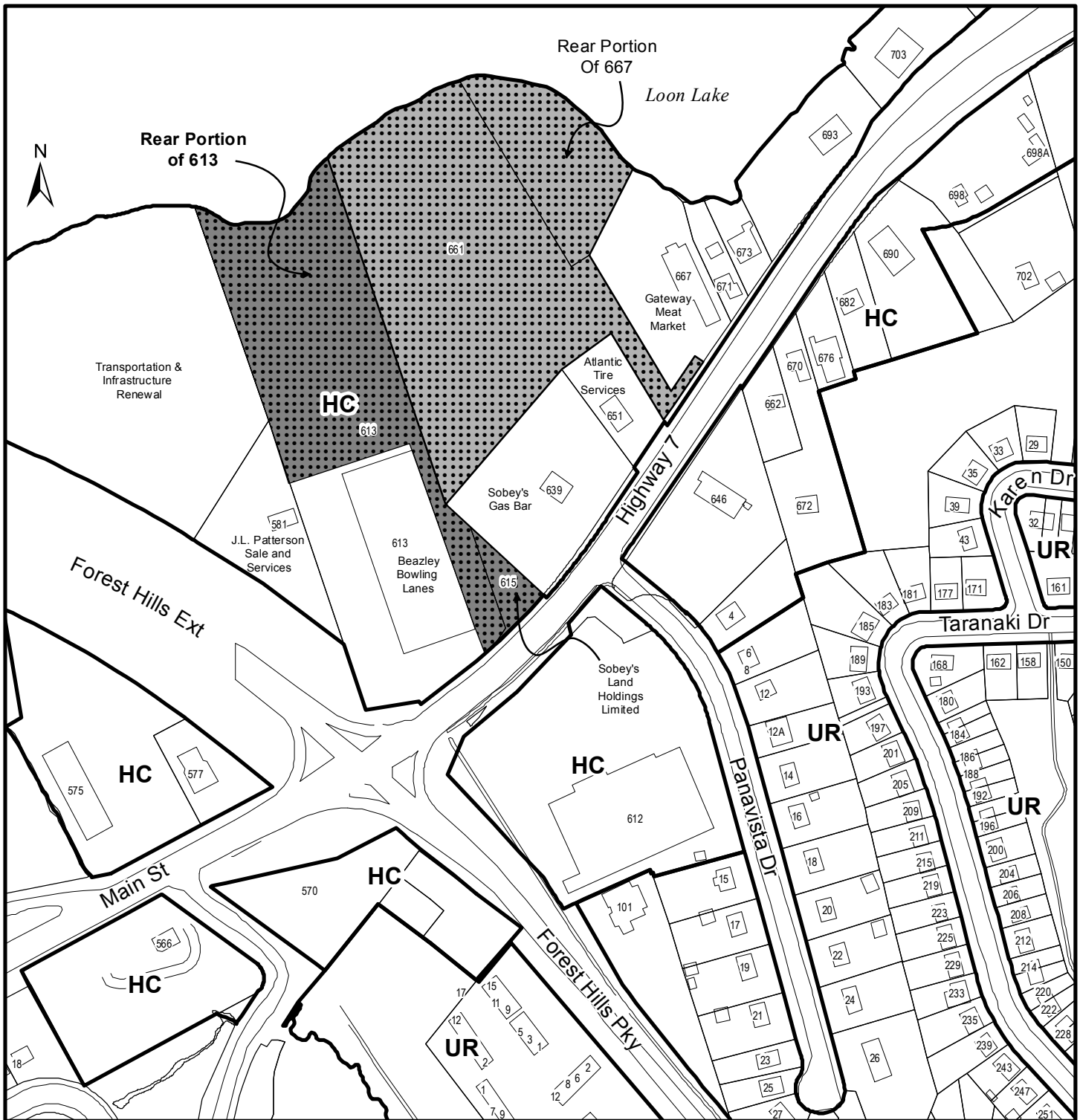
<http://www.halifax.ca/council/agendasc/documents/141007ca91.PDF>

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Shayne Vipond, Senior Planner, Development Approvals, 902-490-4335

Original signed

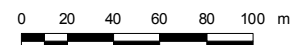
Report Approved by: Kelly Denty, Manager of Development Approvals, 902-490-4800





Map 1 - Generalized Future Land Use

613 & 661 Highway 7,
Westphal

HALIFAX



-  Case 18288
-  Case 18684

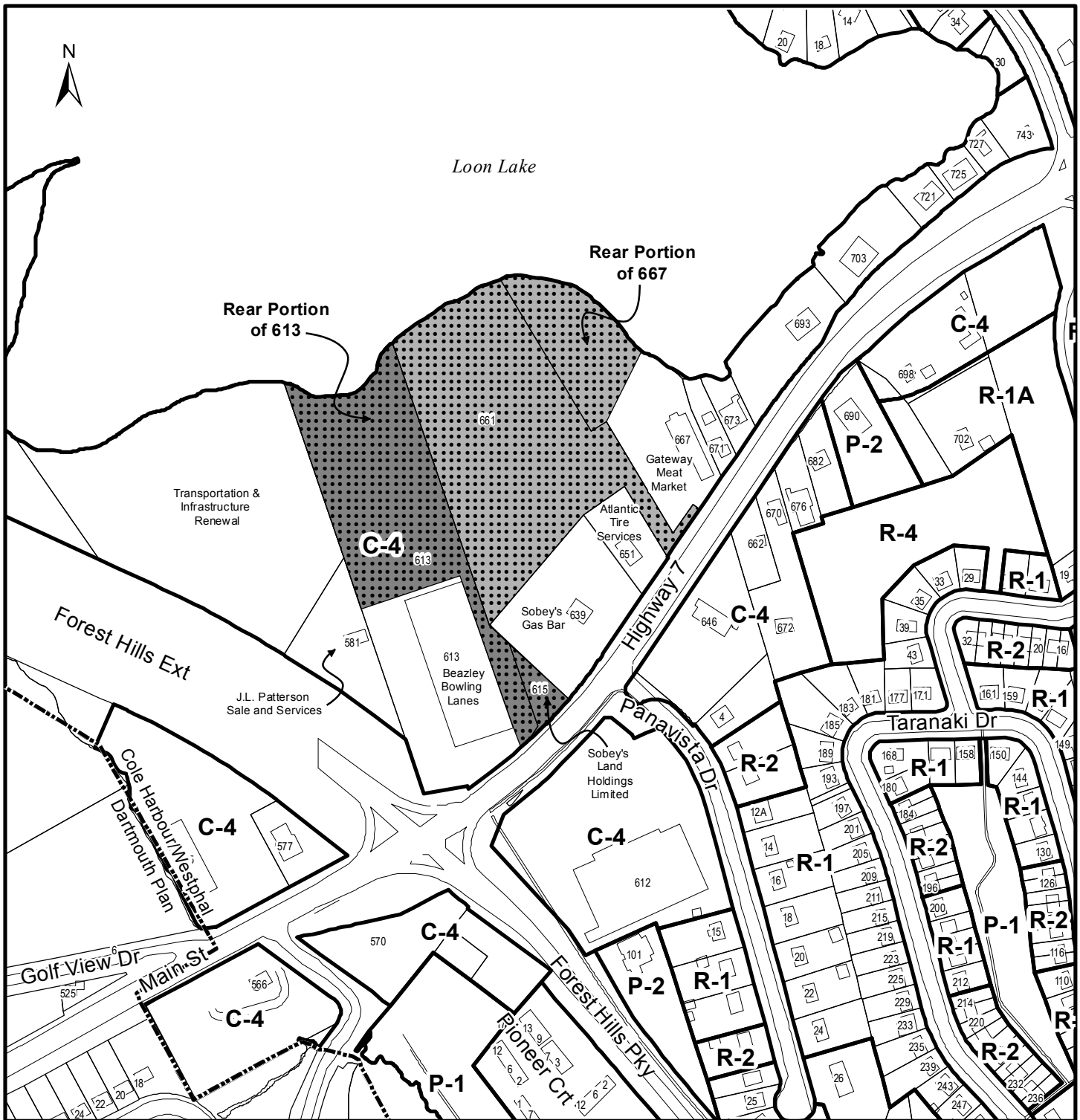
Cole Harbour/Westphal
Plan Area

Designation

- UR Urban Residential
- HC Highway Commercial




This map is an unofficial reproduction of
a portion of the Zoning Map for the plan
area indicated.

The accuracy of any representation on
this plan is not guaranteed.



Map 2 - Zoning

613 & 661 Highway 7,
Westphal

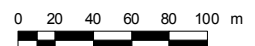
-  Case 18288
-  Case 18684
-  Plan Area Boundary

Cole Harbour/Westphal
Plan Area

Zone

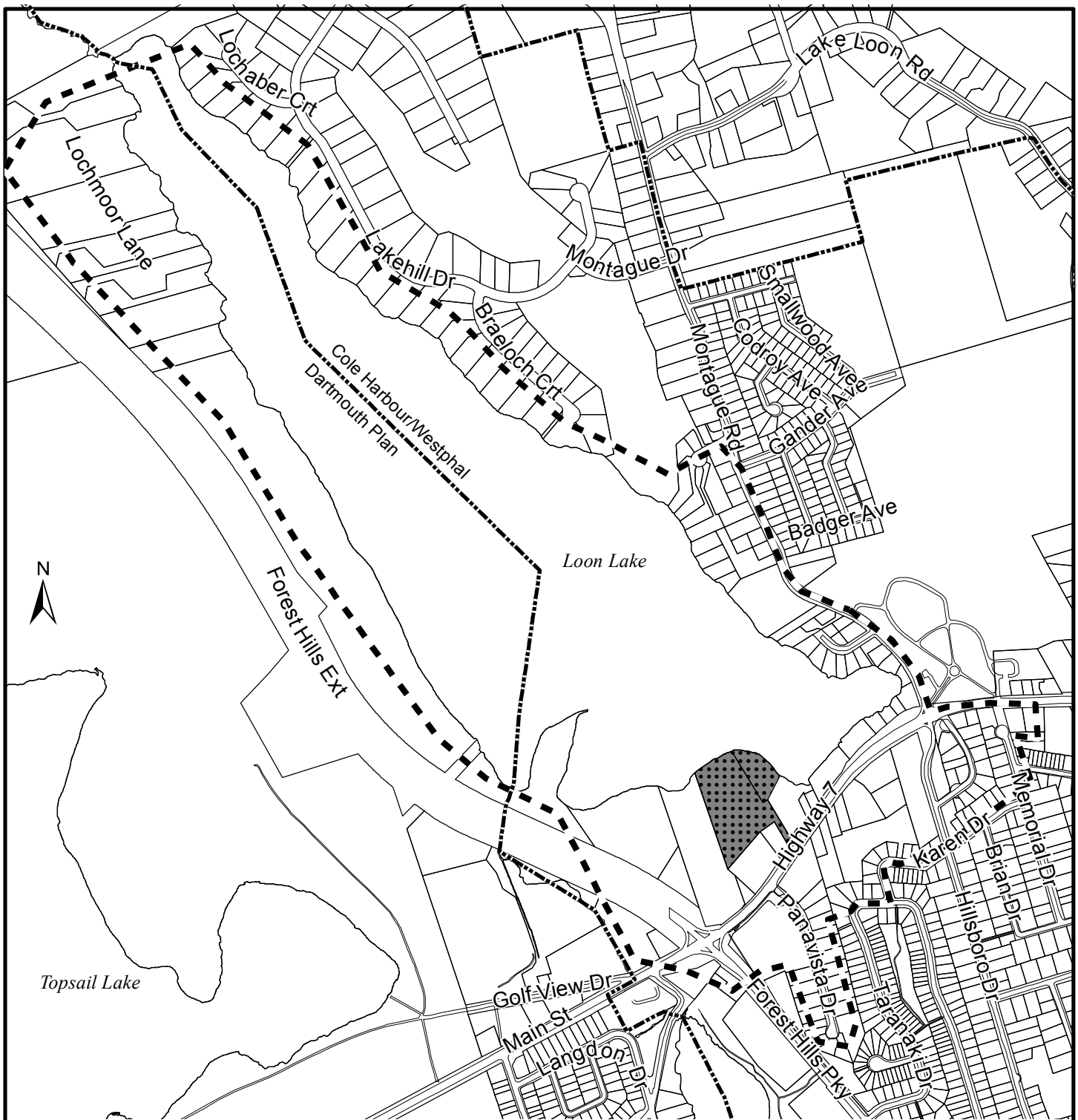
- R-1A Single Unit Dwelling
- R-1 Single Unit Dwelling
- R-2 Two Unit Dwelling
- R-4 Multiple Unit Dwelling
- C-4 Highway Commercial
- P-1 Open Space
- P-2 Community Facility

HALIFAX



This map is an unofficial reproduction of
a portion of the Zoning Map for the plan
area indicated.




The accuracy of any representation on
this plan is not guaranteed.



Map 3 Notification

661 Highway 7,
Westphal

HALIFAX
REGIONAL MUNICIPALITY
DEVELOPMENT APPROVALS

-  Subject area
-  Notification Boundary
-  Plan Area Boundary

0 100 200 300 m



Cole Harbour/Westphal
Plan Area

HRM does not guarantee the accuracy
of any representation on this plan.

Attachment A
Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 2014,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")
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 **[Insert - PID No.]**, Highway No. 7, Westphal, 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 118 multi-dwelling units within two multi-unit residential buildings and 44 townhouse units within 5 townhouse buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy HC-10 of the Municipal Planning Strategy for Cole Harbour/Westphal;

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 18288;

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 Cole Harbour/Westphal 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/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:

- 2.2.1 'Standard Townhouse Building' means a building which is divided vertically by common walls into four townhouses dwelling units, wherein each townhouse dwelling unit has separate, at-grade access.
- 2.2.2 'Stacked Townhouse Building' means:
- i. a building which is divided vertically by common walls into four or more townhouses dwelling units, and
 - ii. is horizontally separated into additional townhouses dwelling units, one atop the other, and
 - iii. each townhouse dwelling unit has separate at-grade access.

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 18288:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C – C3	Comprehensive Landscape Plan, Landscape plans: SubAreas 1- 3
Schedule D	Preliminary Plan of Subdivision/ Consolidation
Schedule E- E1	Servicing, Stormwater Management/Erosion and Sedimentation Control Plan
Schedules F	Interior Parking Plan
Schedule G - G2	Multi Building 1 Elevation plans
Schedule H - H2	Multi Building 2 Elevation plans
Schedule I – I2	Standard Townhouse Elevation plans
Schedule J – J2	Stacked Townhouse Elevation plans

3.2 Requirements Prior to Approval

- 3.2.1 The Municipality shall not issue any Development Permit until Final Subdivision Approval has been granted in accordance with Schedule D.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer:

- (a) A Landscaping Plan in accordance with Section 3.7 of this Agreement; and
- (b) A Lighting Plan in accordance with Section 3.6 of this Agreement;

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

- (a) Written confirmation from a Landscape Architect (a full member, in good standing with 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; and
- (b) 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.

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

3.3 General Description of Land Use

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

- a) a multi-unit dwelling, shown as Building 1 on Schedule B, with a maximum of 48 dwelling units, not exceeding a height of 6 storeys;
 - i) a minimum of 30 units of which will be two or three bedroom units;
- b) a multi-unit dwelling, shown as Building 2 on Schedule B, with a maximum of 70 dwelling units, not exceeding a height of 7 storeys;
 - ii) a minimum of 44 units of which will be two or three bedroom units;
- c) 4 stacked townhouse blocks totalling not more than 40 townhouse units, not exceeding a height of 3 storeys, as defined in section 2.2, and as shown on Schedules B and I to J.
- d) 1 standard townhouse block total not more than 4 townhouse units, not exceeding 3 storeys in height, as defined in section 2.2, and as shown on Schedules B and I to J.

3.3.2 Unless otherwise stated in this Agreement, development of the Lands shall conform with the Land Use By-law for Cole Harbour/Westphal, as amended from time to time.

3.4 Siting and Architectural Requirements

3.4.1 The main entrances to building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer.

- 3.4.2 The façades facing the common driveway and the courtyard shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.4.3 Exterior building materials shall be in accordance with the Schedules.
- 3.4.4 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.4.5 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from the shared driveway or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.4.6 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.5 Parking, Circulation and Access

- 3.5.1 A total number of 205 parking spaces shall be provided. All required underground parking (140 spaces) for the development shall be provided as illustrated on Schedule F and all required surface parking area (65 spaces) shall be provided as illustrated on Schedule B.
- 3.5.2 The parking area shall be hard surfaced.
- 3.5.3 The limits of the parking area shall be defined by landscaping, and either standard or rolled curb.
- 3.5.4 Exterior and interior bike parking shall be required and located as shown on Schedules C1, C3 and F.

3.6 Outdoor Lighting

- 3.6.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from the common shared driveway, adjacent lots and buildings.
- 3.6.2 Further to subsection 3.6.1, prior to the issuance of a Development Permit, the Developer 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 Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this Agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or

lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.6.4 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 Landscaping of the property shall be as shown on Schedules C to C3. Fencing shall be required as shown on Schedule C.

3.7.2 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.

3.7.3 Notwithstanding Section 3.7.9, the Developer agrees to construct a 1.8 metre wide looped trail to Lake Loon as shown on Schedules B and C to C3. The travel surface of the trail shall consist of crusher dust and shall be accompanied by shoulders comprised of bark mulch or another material deemed acceptable by the Municipality. The trail shall meet accessibility standards, in the opinion of the Development Officer and Parkland Planner, and shall conform to a maximum grade of 8%. The location and design of the trail shall be approved by the Development Officer, in consultation with the Parkland Planner, prior to the issuance of a Development Permit, and the trail shall be constructed, as specified, prior to the issuance of an Occupancy Permit.

3.7.4 The Developer agrees to construct a fence as identified on Schedules C to C3. The fence shall be at least 6 feet in height and opaque.

3.7.5 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of Schedules C to C3, respectively. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

3.7.6 The natural tree buffer running the length of the southern boundary at the rear of the townhouses shall be shown on the Landscape Plan and shall be retained. If it is not possible for this natural screen to be retained, then it shall be re-instated by plantings sufficient in height to provide screening from the adjacent property to the satisfaction of the Development Officer.

3.7.7 Prior to issuance of the first 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 Development Agreement.

3.7.8 Notwithstanding Section 3.7.7, where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of an Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit

to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

- 3.7.9 The stand of existing mature trees and vegetation as identified on Schedule B and C to C3, described as a "Non-disturbance Area" shall be retained. The Landscaping Plan required pursuant to subsection 3.8.5 shall include a supplementary hazard abatement plan to address this intent. This plan shall be prepared by a qualified person and be subject to review and approval by the Development Officer on the advice of HRM's Urban Forester.
- 3.7.10 Further to subsection 3.7.9, the hazard abatement plan shall:
- (a) Define appropriate non-disturbance areas around each tree which shall be protected from excavation, grade alteration and vehicle access during all stages of construction, with such areas to be delineated by an appropriate physical protective barrier prior to commencement of any site works; and
 - (b) Address the extent of acceptable pruning which may be undertaken, and identify removal of diseased or fallen trees.

3.8 Maintenance

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

3.9 Signage

- 3.9.1 A maximum of one ground sign shall be permitted at the entrance to the development to denote the community name. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq. m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.
- 3.9.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping. The street frontage area of the Lands shall be topsoiled, sodded and landscaped.
- 3.9.3 Signs shall only be externally illuminated.

3.10 Screening

- 3.10.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.10.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the driveway and parking areas and abutting residential properties. 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.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. Municipal water distribution, sanitary sewer and storm sewer systems shall conform to Halifax Regional Water Commission's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

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 Underground Services

All secondary or primary (as applicable) electrical, telephone and cable service to all buildings shall be underground installation.

4.4 Site Preparation

The Developer shall not commence clearing, excavation or blasting activities required for construction prior to receiving a Development permit.

4.5 Outstanding Site Work

The Municipality may accept securities for the completion of outstanding on-site paving at the time of issuance of the first Occupancy Permit. 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.

4.6 Solid Waste Facilities

Each Multi Building (1 & 2) shall include designated space for source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer in consultation with Solid Waste Resources.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

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

5.2 Erosion and Sedimentation Control and Grading Plans

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. No work is permitted on the site until the requirements of this clause have been met and implemented.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.5 of this Agreement;
- (c) Minor changes to the configuration and exterior treatment of the buildings, excluding material type.
- (d) A reduction in townhouses may be permitted by converting stacked townhouses to standard townhouse buildings provided the building footprints as shown in Schedule B remain the same.
- (e) A reduction of the frontage provided the signage under this agreement can be accommodated.

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

- 7.3.1 In the event that development on the Lands has not commenced within 3 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 6.1, 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

Upon the completion of the whole 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 Municipal Planning Strategy and Land Use By-law for Cole Harbour/ Westphal as may be amended from time to time.

7.5 Discharge of Agreement

If the Developer fails to complete the development after 6 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
- (b) 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 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default

and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;

- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

SIGNED, SEALED AND DELIVERED in the presence of:

(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

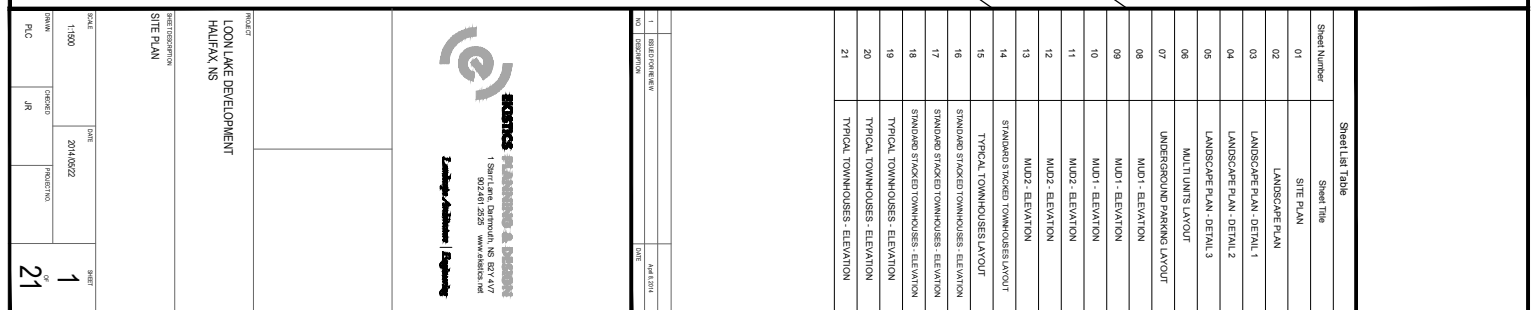
Per:_____

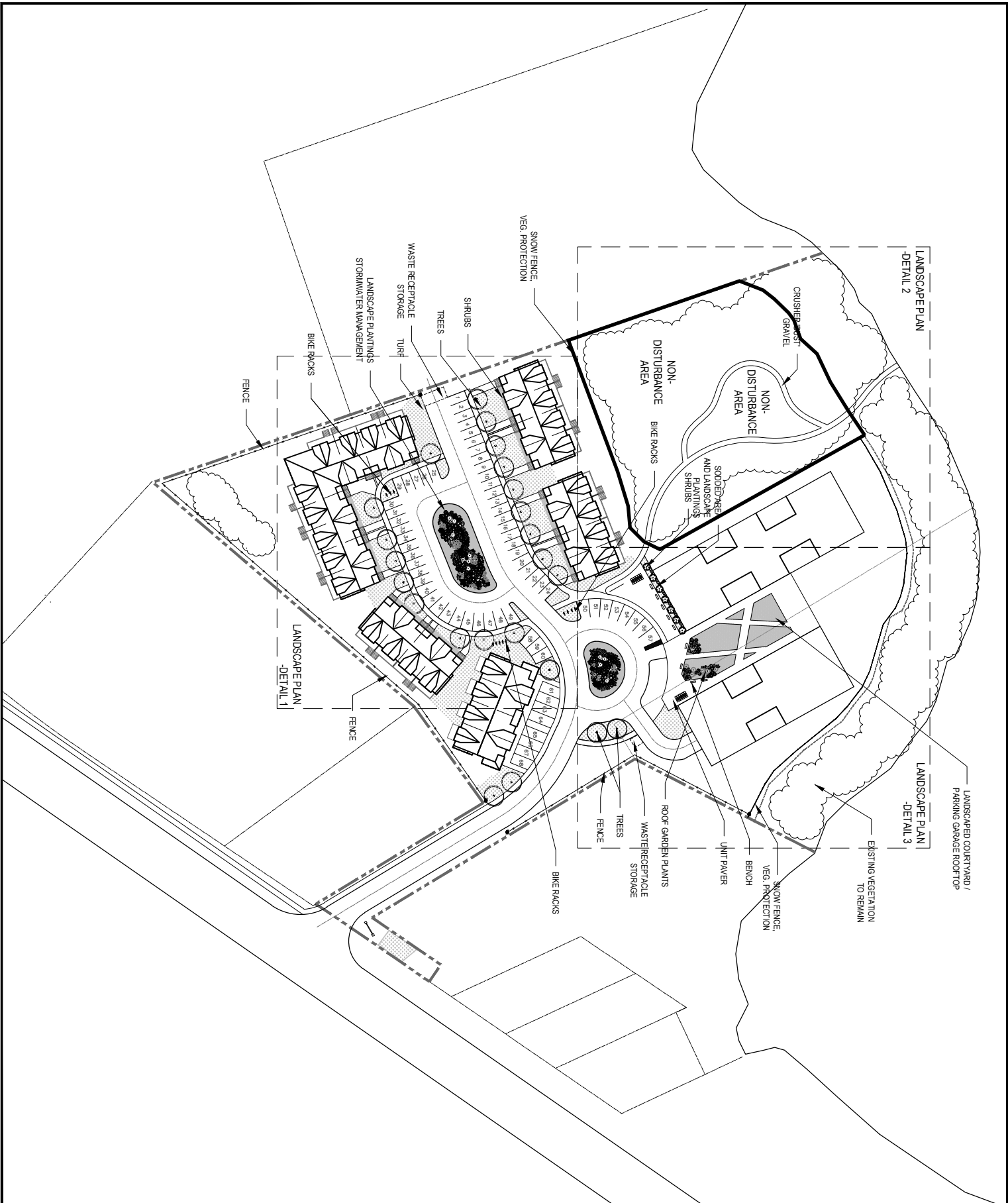
MAYOR

Witness

Per:_____

MUNICIPAL CLERK





NOTE:
ALL DISTURBED AREAS TO BE
SODDED OR LANDSCAPED.

Case 18288 Schedule C Comprehensive Landscape Plan



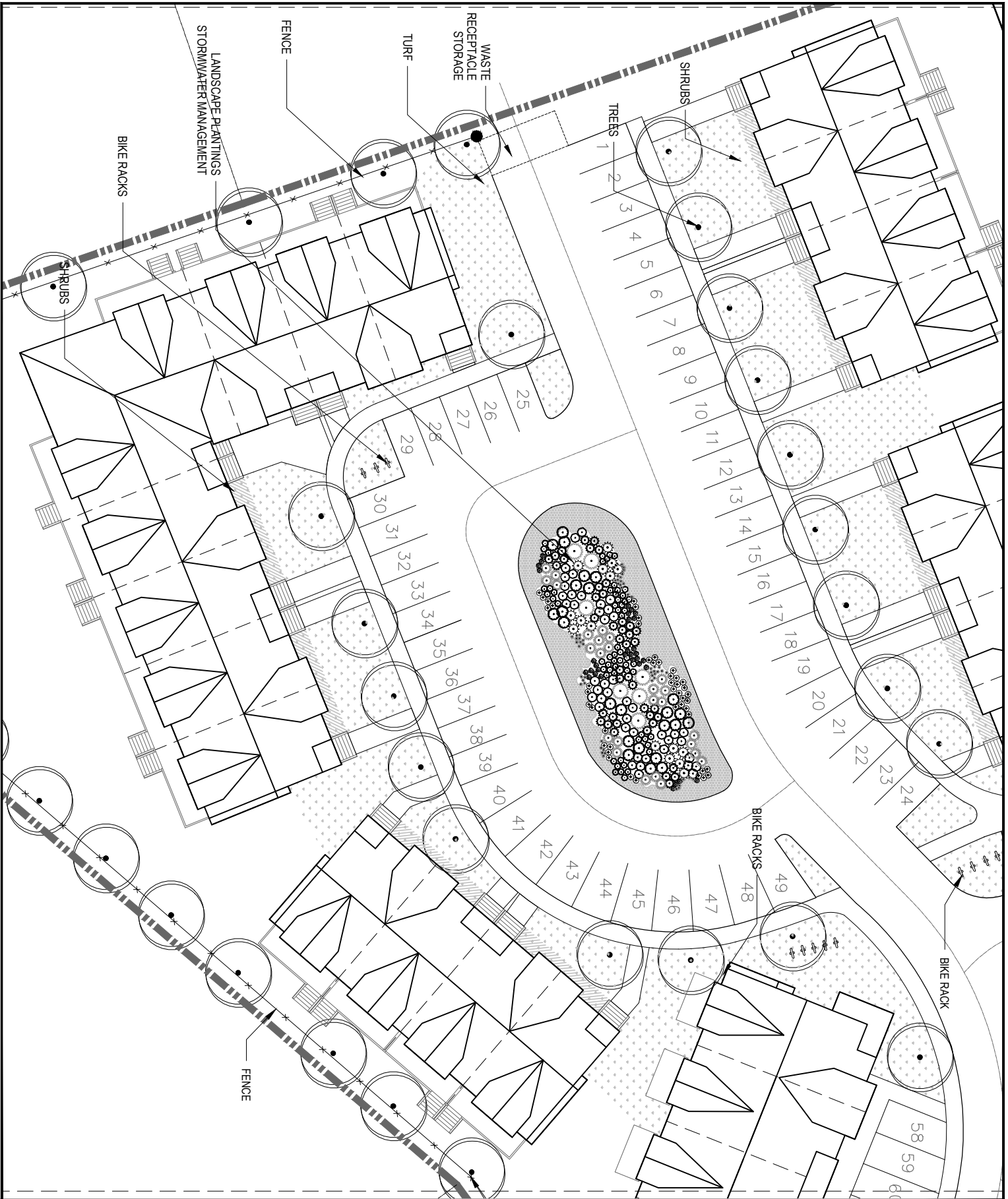
NO.	DESCRIPTION	DATE
1	REVISION IN REV.	



PROJECT
100N LAKE DEVELOPMENT
HALIFAX, NS

LANDSCAPE PLAN

SCALE	DATE	REVISION
1:1000	2014/05/08	
THW	CHECKED	2
PLC	JR	21



NOTE:
ALL DISTURBED AREAS TO BE
SODDED OR LANDSCAPED.

Case 18288
Schedule C1:
Landscape Plan
SubArea 1

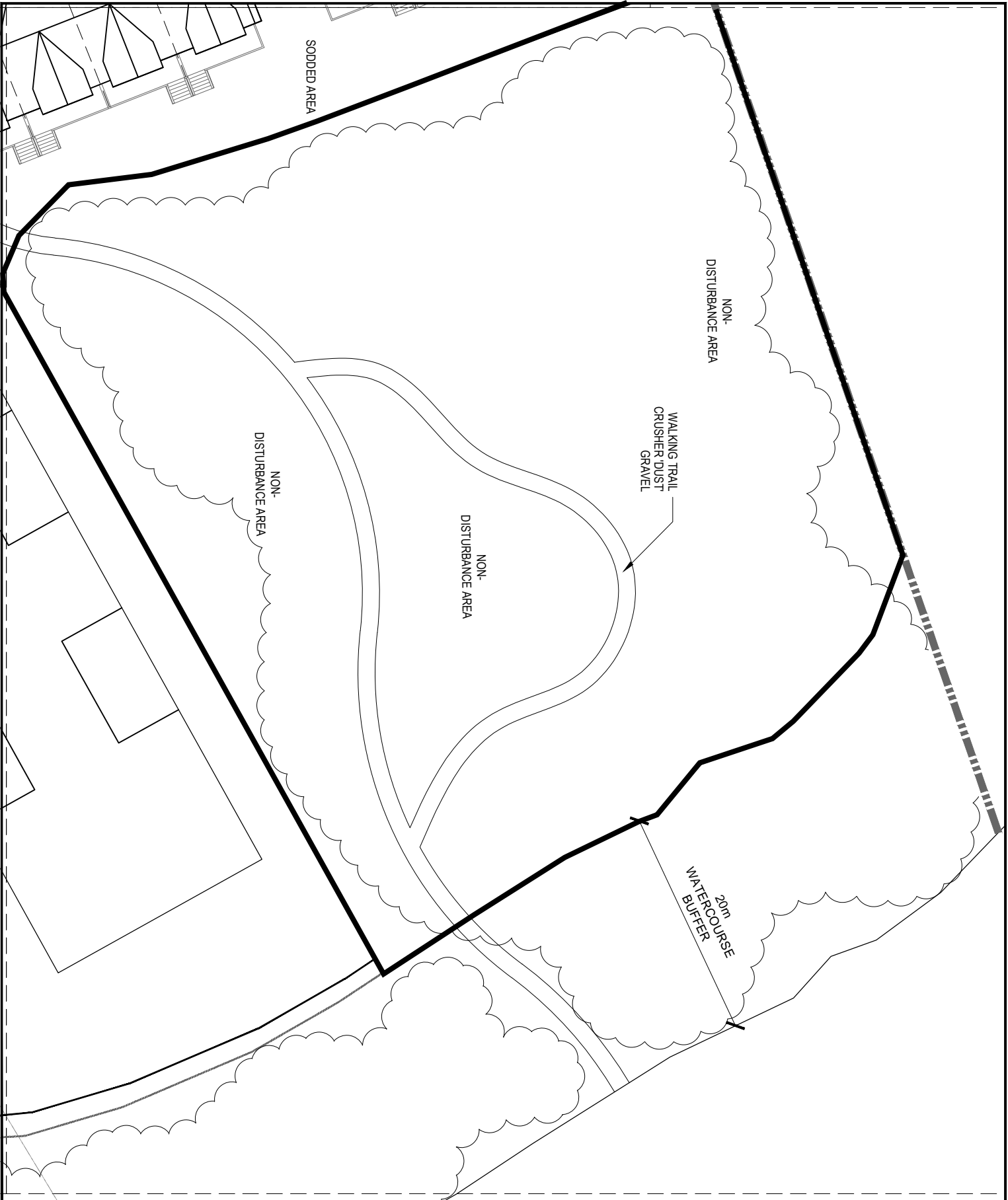


1 SHUT LANE, DUNSMITH, NS B2V 4V7
902.461.2525 www.kenton.ns.ca

PROJECT
LOON LAKE DEVELOPMENT
HALIFAX NS

LANDSCAPE PLAN - DETAIL 1

DATE	SCALE	REVISION
2014/06/06	1:500	1
2014/06/06	1:500	2
2014/06/06	1:500	3
2014/06/06	1:500	4
2014/06/06	1:500	5
2014/06/06	1:500	6
2014/06/06	1:500	7
2014/06/06	1:500	8
2014/06/06	1:500	9
2014/06/06	1:500	10
2014/06/06	1:500	11
2014/06/06	1:500	12
2014/06/06	1:500	13
2014/06/06	1:500	14
2014/06/06	1:500	15
2014/06/06	1:500	16
2014/06/06	1:500	17
2014/06/06	1:500	18
2014/06/06	1:500	19
2014/06/06	1:500	20
2014/06/06	1:500	21



NOTE:
ALL DISTURBED AREAS TO BE
SODDED OR LANDSCAPED.

WALKING TRAIL TO BE MAX 2M
TREAD, MINIMAL DISTURBANCE.

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1	REVISION	DATE
1	REVISION	DATE

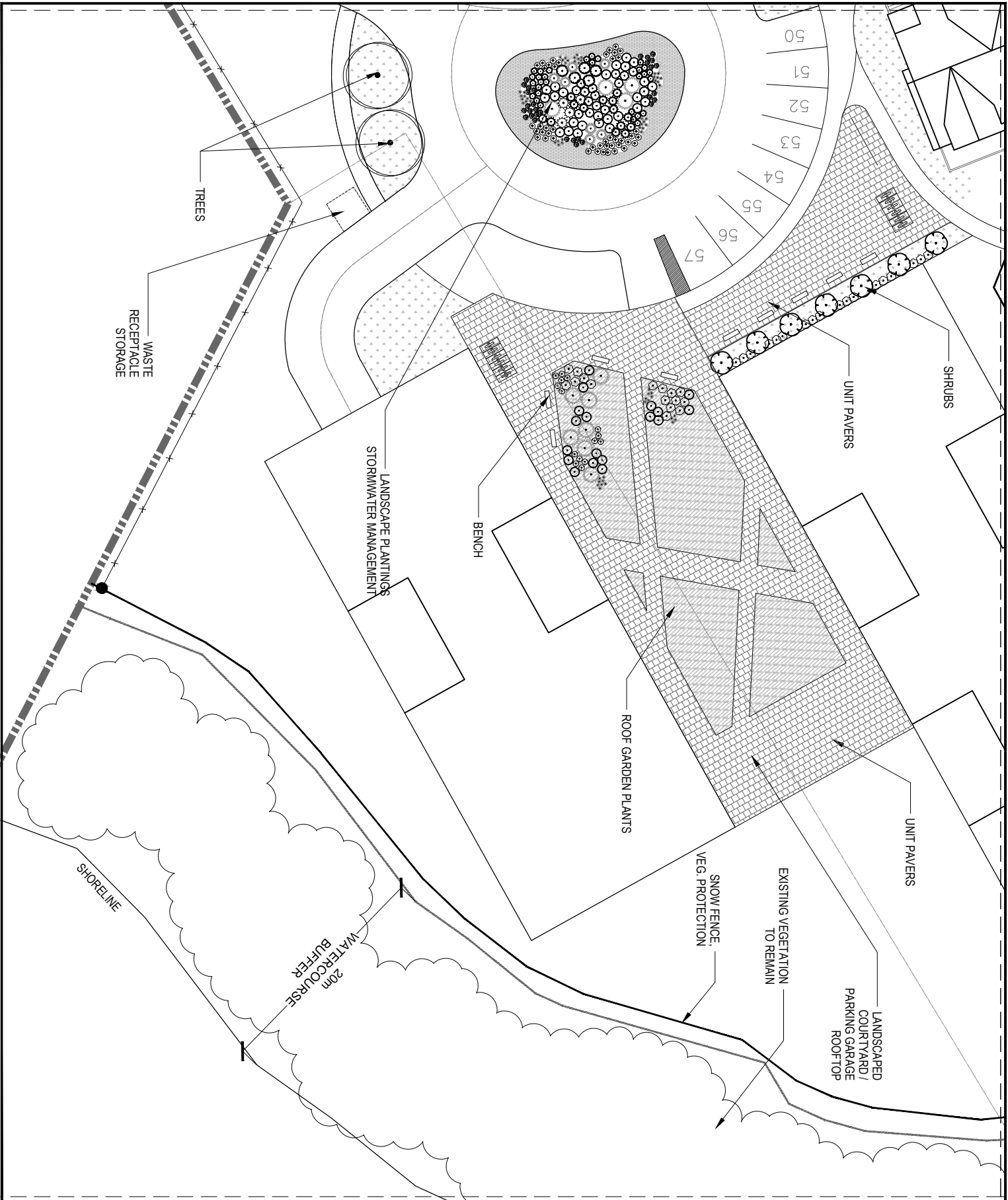


1. SHUT LANE, DARTMOUTH, NS B2Y 4V7
902.461.2825 www.kenton.ns.ca

PROJECT
LOON LAKE DEVELOPMENT
HALIFAX, NS

LANDSCAPE PLAN - DETAIL 2

SCALE	DATE	REVISION
1:500	2014/05/02	4
THW	CHECKED	4
PLC	ASB	21



NOTE:

ALL DISTURBED AREAS TO BE SODDED OR LANDSCAPED.

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100N LAKE DEVELOPMENT

HALIFAX, NS

LANDSCAPE PLAN - DETAIL 3

SCALE

1:500

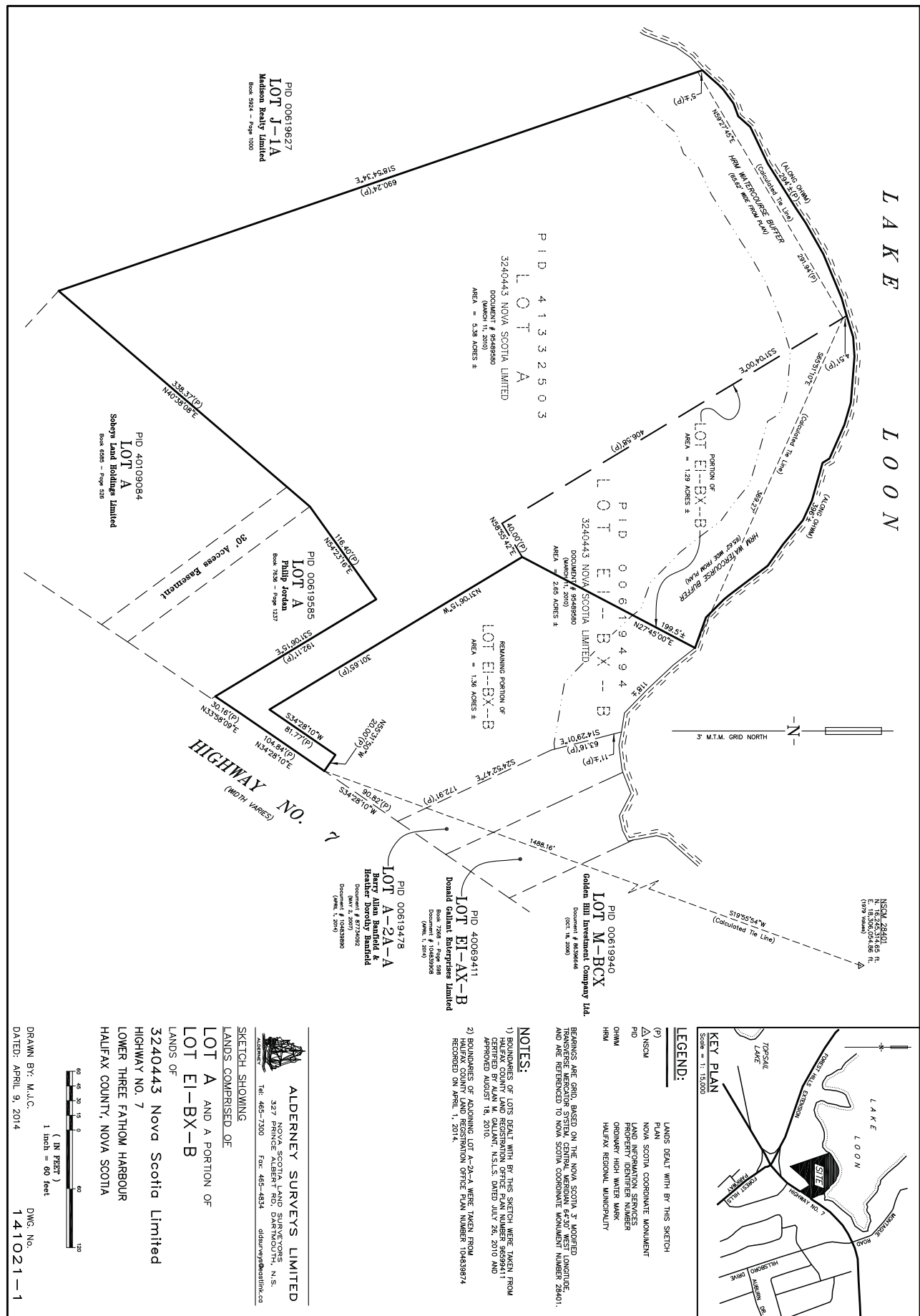
DATE

2014/06/06

5

21

DATE: 2014/06/06 FILE: W000032\active\project\Lake Lox 111193\Production\Working Drawings\03.LANDSCAPE PLAN DETAIL 3.dwg



PRELIMINARY SANITARY FLOW ESTIMATES

ESTIMATED DRAINAGE AREA AND LULUE TO X

SUB AREA	DENSITY	DESIGN	THIRTY AREA
RESIDENTIAL	3.30	300	1.175
GENERAL COMMERCIAL C-2 ZONE	120	1,200	13.0
LAKE LOON DEVELOPMENT	2.20	270	2.7
TOTAL	3.30	150	60.0

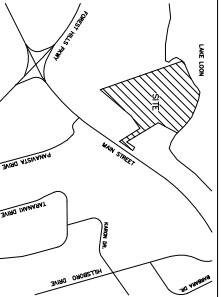
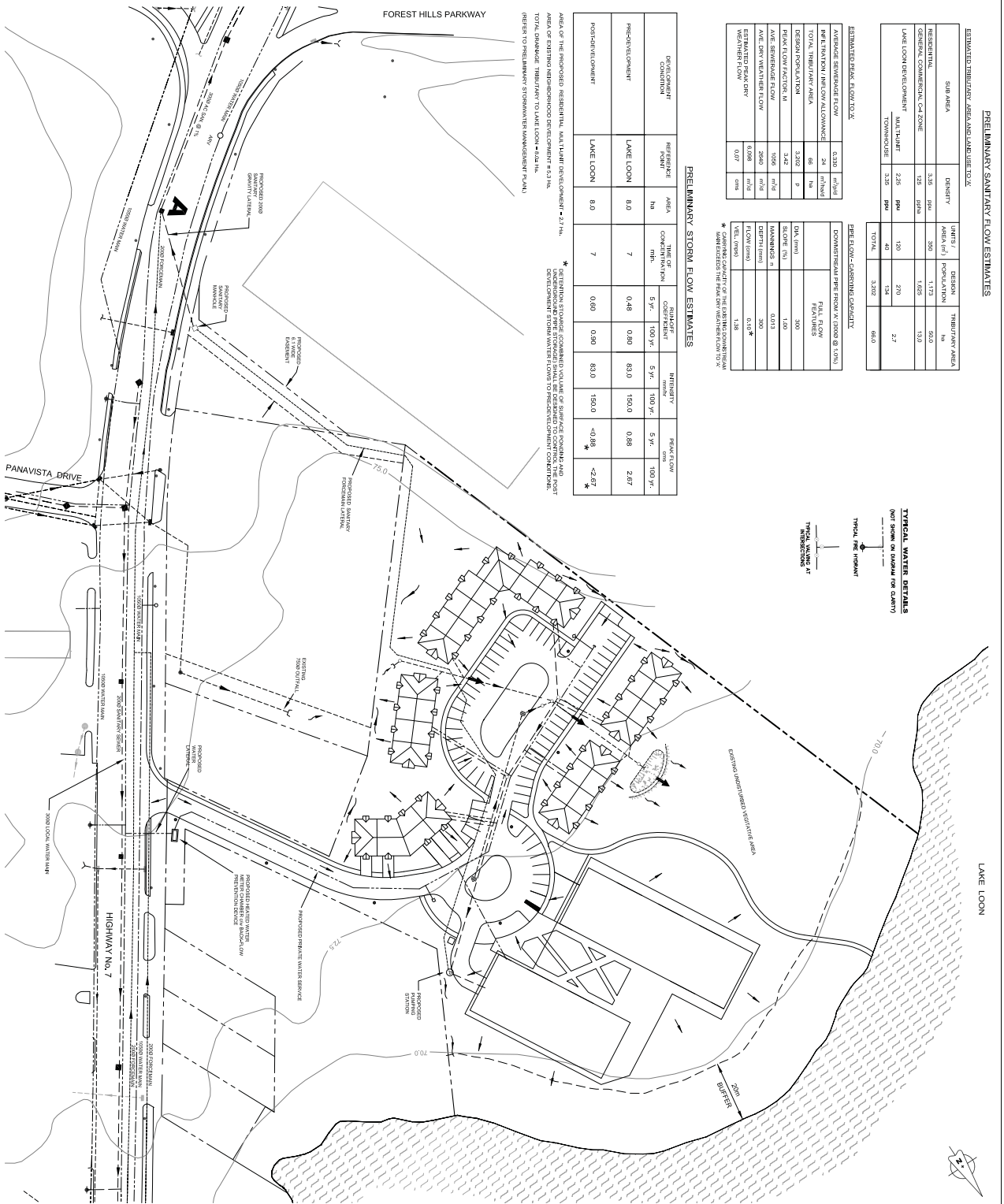
ESTIMATED PEAK FLOW TO X

ESTIMATED PEAK FLOW TO X	DESIGN	THIRTY AREA
RESIDENTIAL	3.30	1.175
GENERAL COMMERCIAL C-2 ZONE	120	13.0
LAKE LOON DEVELOPMENT	2.20	2.7
TOTAL	3.30	60.0

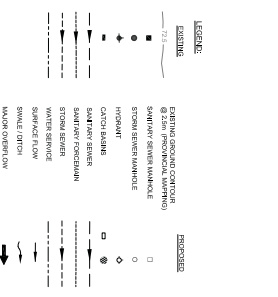
PRELIMINARY STORM FLOW ESTIMATES

DESIGN FLOOD CONDITION	REFERENCE CHART	AREA, ha	TIME OF CONCENTRATION, min.	COEFFICIENT	5 YR. INTENSITY, mm/hr	100 YR. INTENSITY, mm/hr	PEAK FLOW, cfs
PRECIPITATION	LAKE LOON	8.0	7	0.48	83.0	150.0	0.88
PRECIPITATION	LAKE LOON	8.0	7	0.48	83.0	150.0	2.67
PRECIPITATION	LAKE LOON	8.0	7	0.60	83.0	150.0	<0.98
PRECIPITATION	LAKE LOON	8.0	7	0.60	83.0	150.0	2.67

AREA OF THE PROPOSED RESIDENTIAL, LAKE LOON DEVELOPMENT = 2.7 HA.
 AREA OF EXISTING DEVELOPMENT (RESIDENTIAL) = 1.175 HA.
 TOTAL DRAINAGE, TRIBUTARY TO LAKE LOON = 4.875 HA.
 REFER TO PRELIMINARY STORMWATER MANAGEMENT PLAN.



GENERAL NOTES
 ALL PROPOSED WATER STORM AND SANITARY SYSTEMS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE MINNESOTA SANITARY ENGINEERING SPECIFICATIONS PREPARED BY THE MINNESOTA SANITARY ENGINEERING SOCIETY.
 ALL WATER SERVICES SYSTEMS FOR THE PROPOSED DEVELOPMENT SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE MINNESOTA SANITARY ENGINEERING SOCIETY SPECIFICATIONS.
 ALL SANITARY AND STORM SYSTEMS ARE TO BE OWNED AND MAINTAINED BY THE DEVELOPER/OWNER.



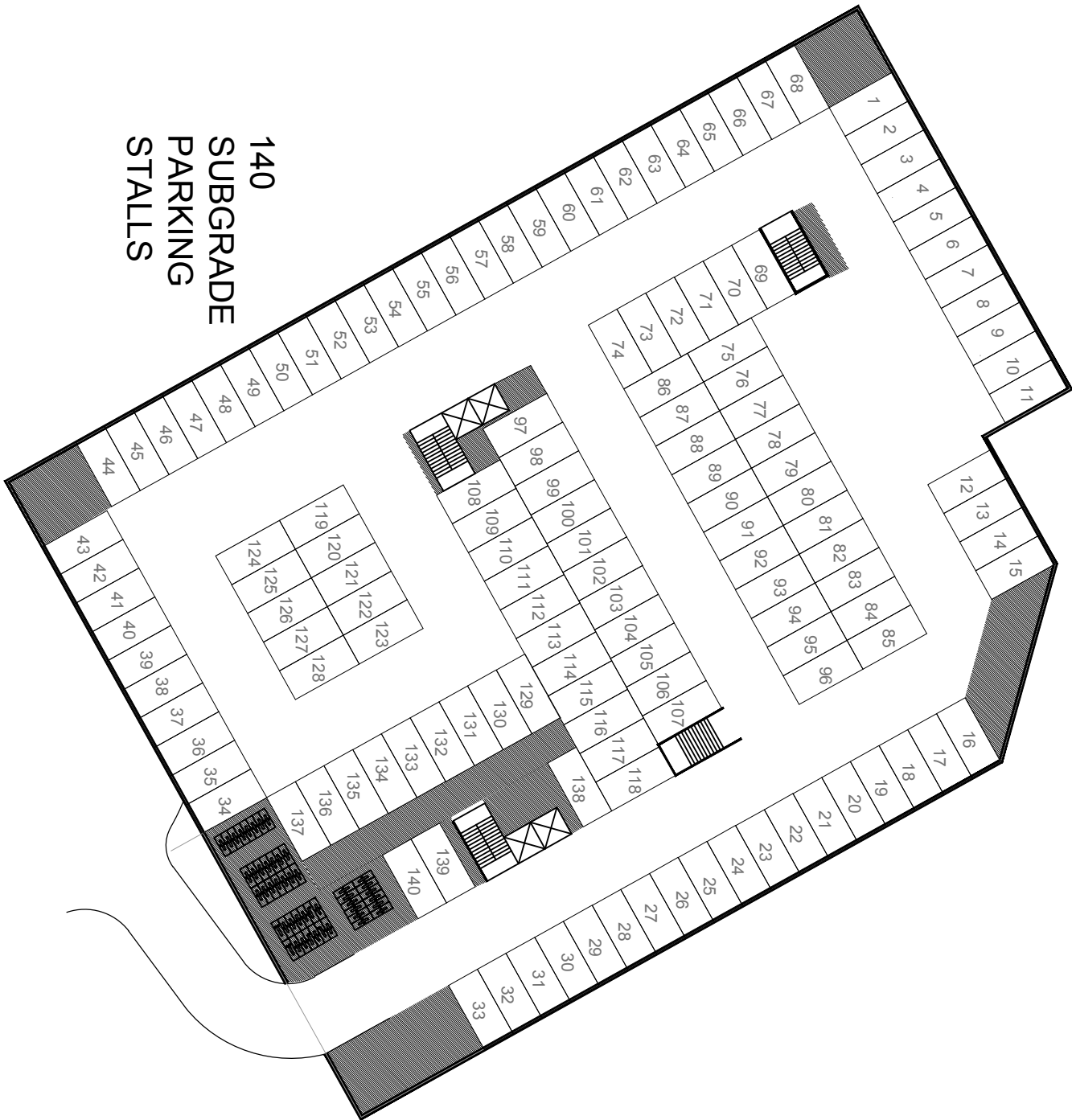
DESIGN NO. 7	DATE	DESIGNER	SCALE	SHEET
1	FEBRUARY 14, 2014	14-118-01	1	1

LAKE LOON DEVELOPMENT

SERVICING SCHEMATIC

PRO 4132593 & PRO 0081844

WESTPHAL, N.E.



Case 18288
Schedule F - Interior Parking Plans



1 Small Lake, Durham, NC 27717
919.246.1235 www.kenton.net

PROJECT
100N LAKE DEVELOPMENT
HALIFAX, NS

DATE: 05/02/14

SCALE:

DATE:

BY:

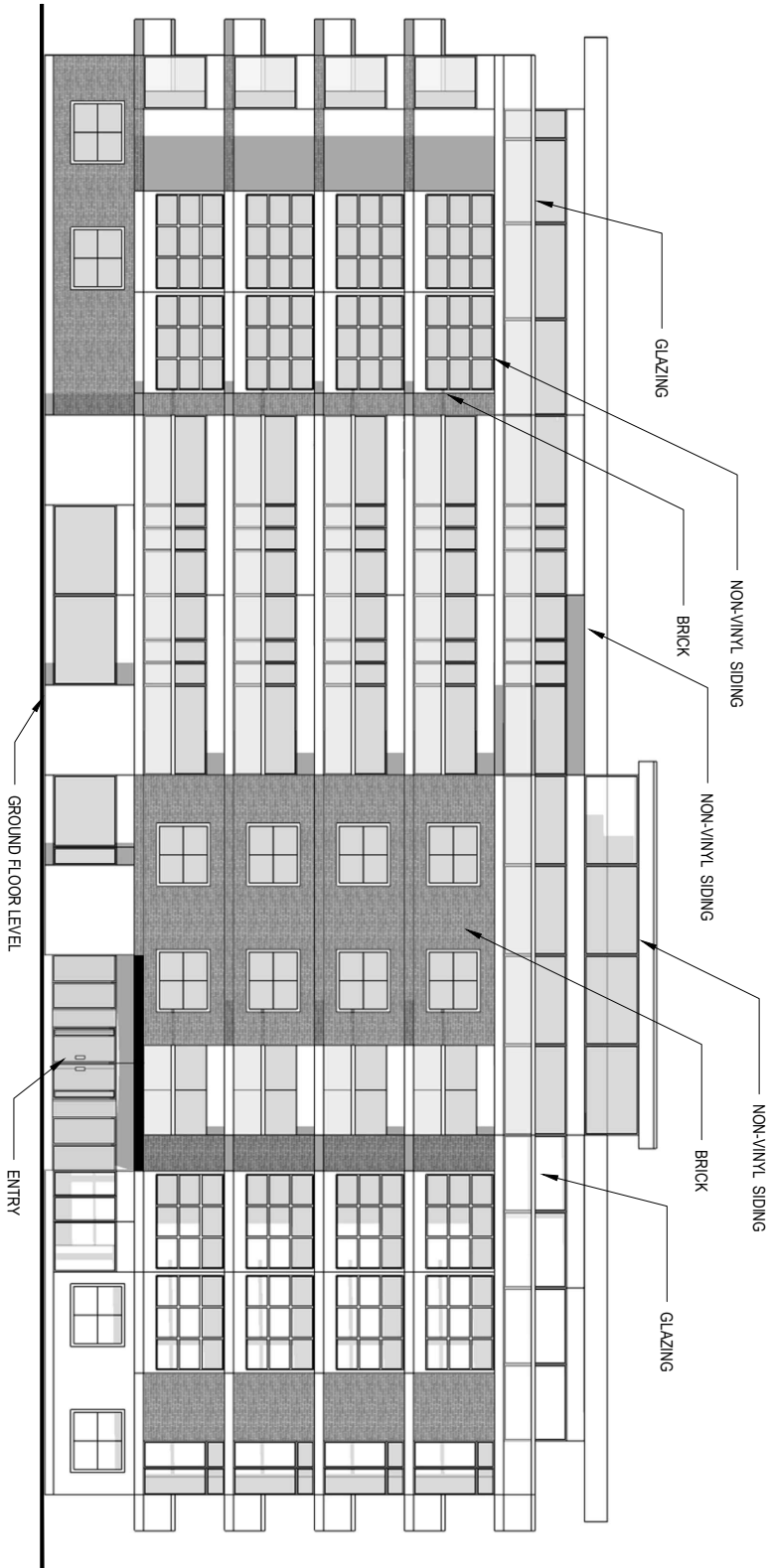
TEAM:

DESIGN:

PROJECT NO.

21

MUD1 - ELEVATION 3



NOTE: REFERENCE MUD LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

Case 18288
Schedule G Multi Building 1
Front

1	REVISION	DATE
1	REVISION	APR 8, 2014

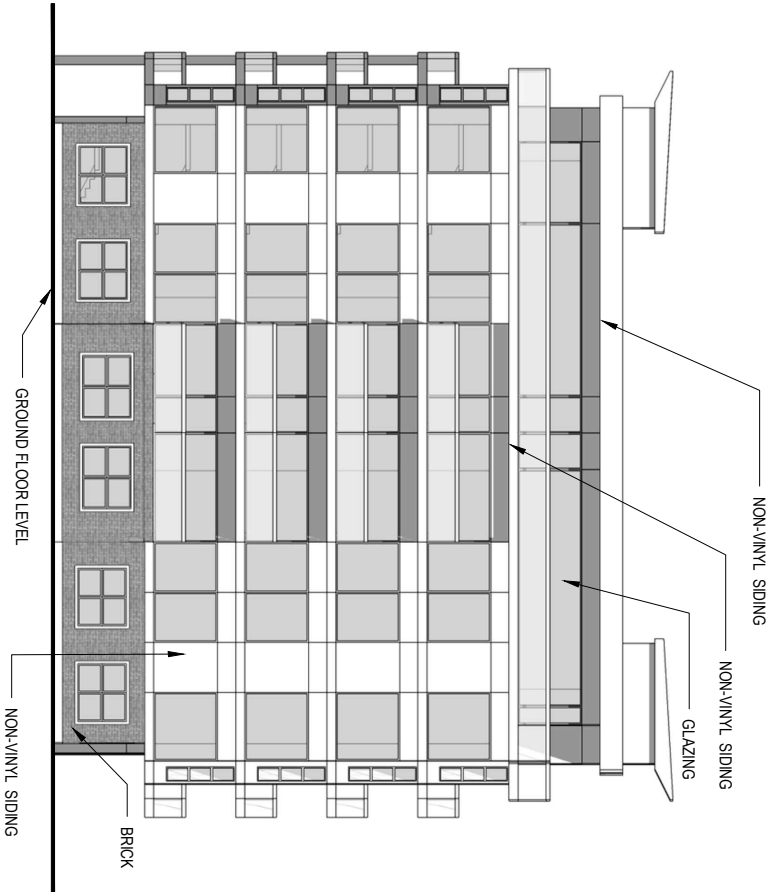


PROJECT
100N LAKE DEVELOPMENT
HALIFAX, NS

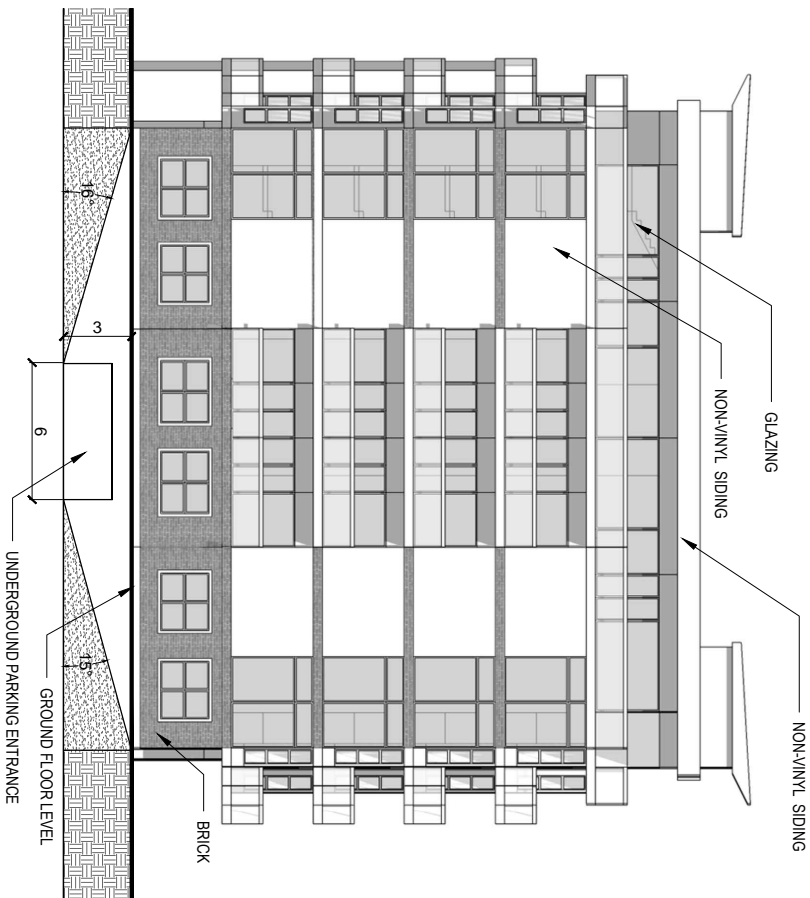
DATE: 2014/04/08

SCALE	DATE	REVISION
1/2" = 1'-0"	2014/04/08	10
DATE	DATE	DATE
21	21	21

MUD1 - ELEVATION 2



MUD1 - ELEVATION 4



NOTE: REFERENCE MUD LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

Case 18288
Schedule G1 - Multi Building 1
Side



1 SHUT LANE, DORCHESTER, MA 01917
978.246.2525 www.kscience.net

PROJECT
LOON LAKE DEVELOPMENT
HALIFAX, NS

DATE: 2014/04/09

SCALE	DATE	REVISION
1/2" = 1'-0"	2014/04/09	9
1/4" = 1'-0"		21



MUD1 - ELEVATION 1

NOTE: REFERENCE MUD LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

Case 18288
Schedule G2 Multi Building 1
Rear



1		1	REVISION	DATE
NO. 1		DESCRIPTION	DATE	DATE
1230		2014/04/02	8	DATE
P.L.C.		J.R.	8	DATE

MUD2 - ELEVATION 1



NOTE: REFERENCE MUD LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

Case 18288
Schedule H Multi Building 2
Front

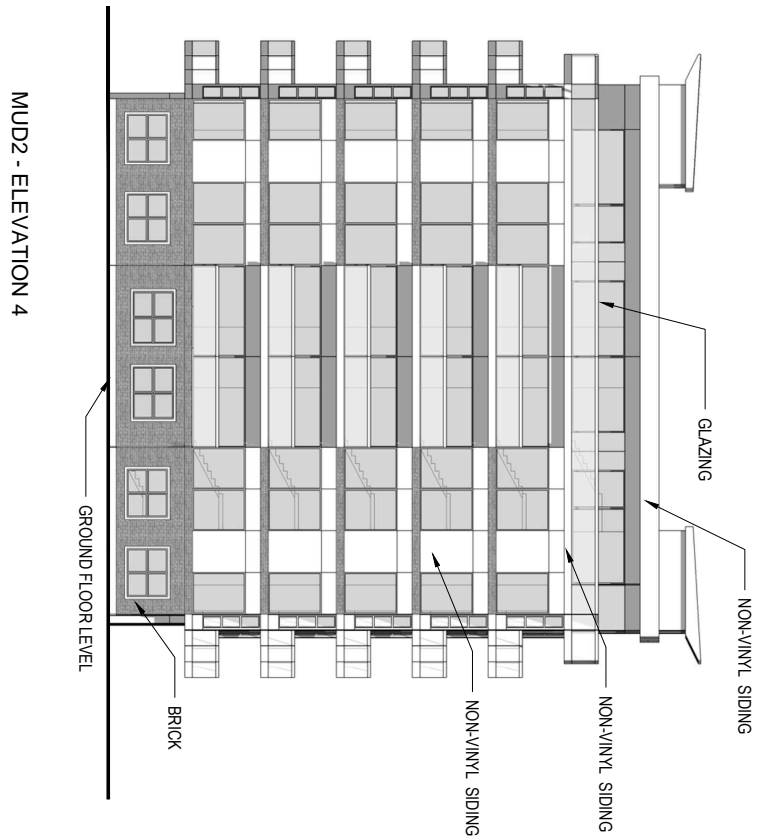
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NO.	DESCRIPTION	DATE



PROJECT
100N LAKE DEVELOPMENT
HALIFAX, NS

DATE: 2014/04/08

SCALE	DATE	REVISION
1/320	2014/04/08	11
THW	CHECKED	11
PLC	JR	21



**NOTE: REFERENCE MUD LAYOUT
DRAWING FOR ELEVATION
LOCATIONS**

Case 18288
Schedule H1 Multi Building 2
Side

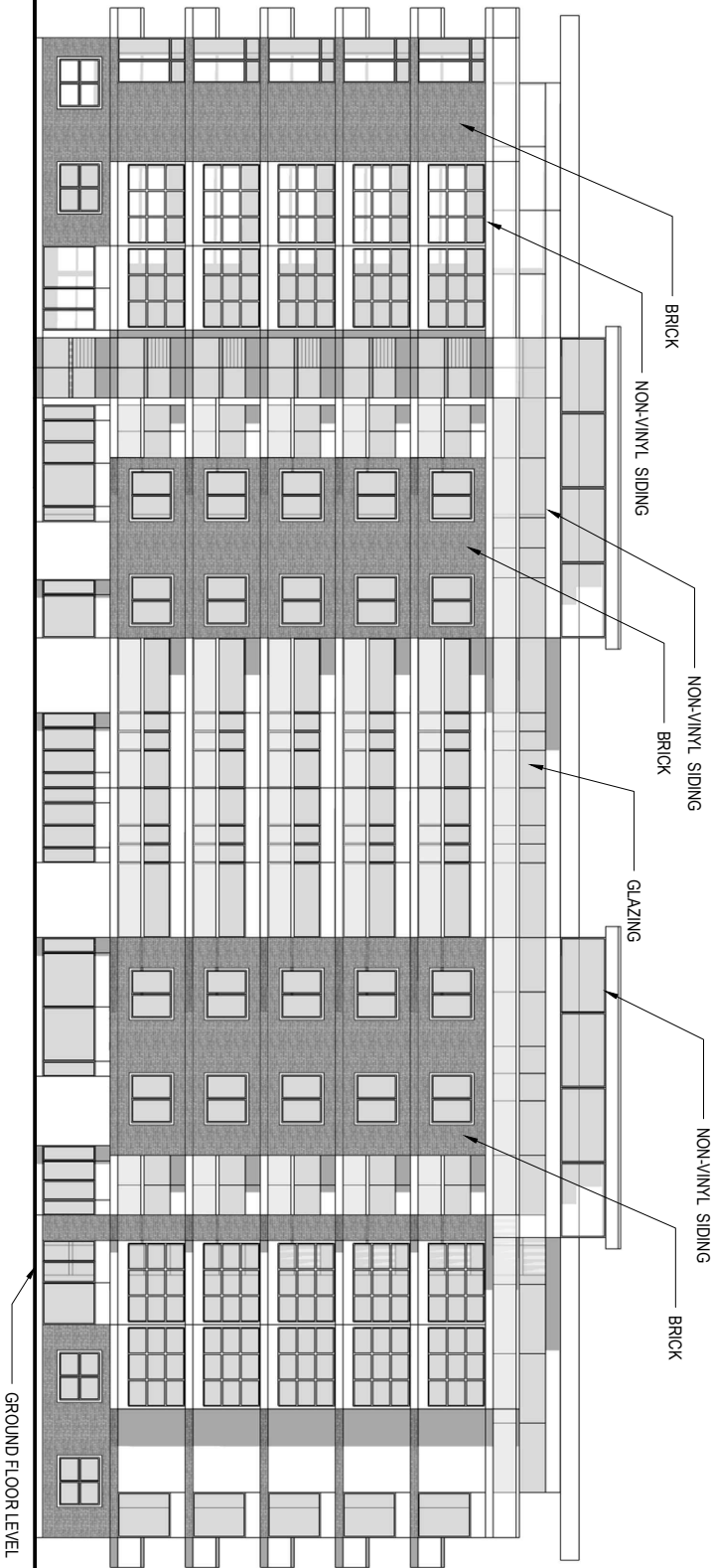
1	ISSUE D FOR NEW	April 8, 2014
NO	DESCRIPTION	DATE



PROJECT
LOON LAKE DEVELOPMENT
HALIFAX, NS

SHEET DESCRIPTION

SCALE	DATE		SHEET 12 OF 21
1:300	2014.04.08		
DRAWN	CHECKED	PROJECT NO.	
PLC	JR		



MUD2 - ELEVATION 3

NOTE: REFERENCE MUD LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

Case 18288
Schedule H2 Multi Building 2
Rear

1	REVISION	DATE
NO.	DESCRIPTION	



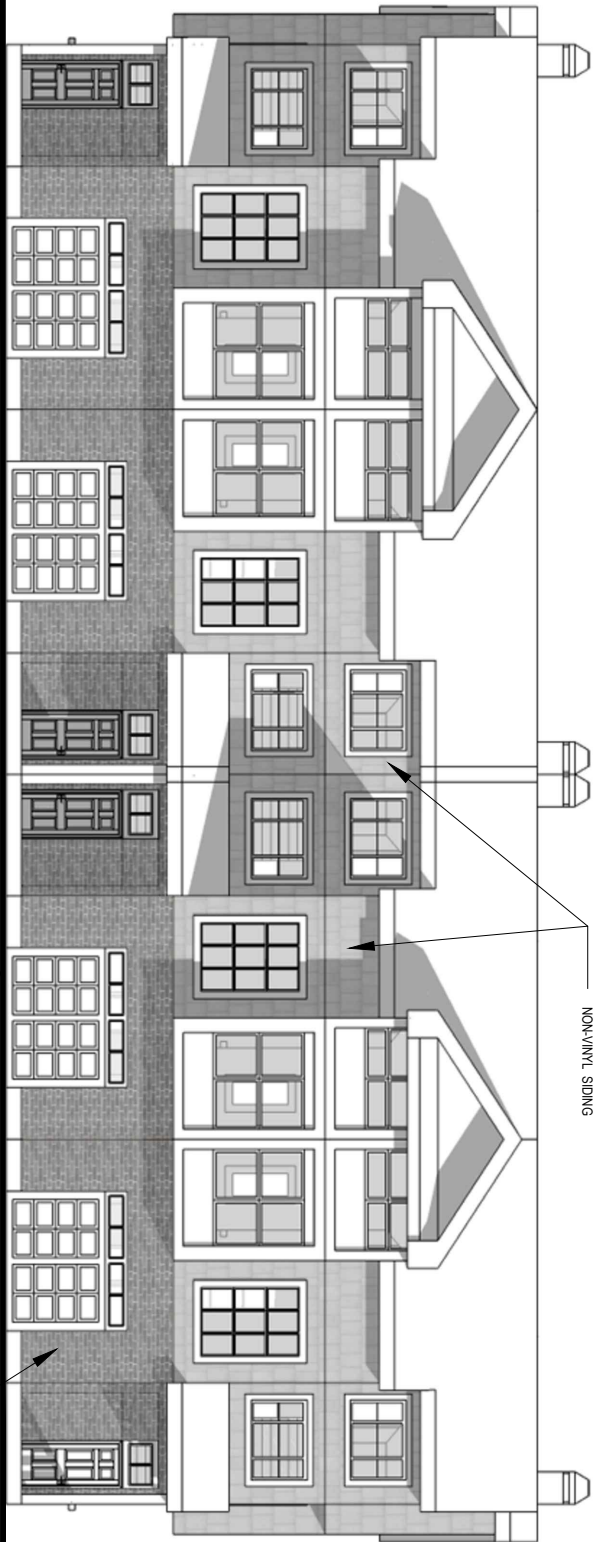
PROJECT
LOON LAKE DEVELOPMENT
HALIFAX, NS

DATE: 2014/04/08

SCALE	DATE	REVISION
1:300	2014/04/08	13
THW	CHECKED	13
PLC	JR	21

GROUND FLOOR LEVEL

BRICK



NON-VINYL SIDING

Case 18288
Schedule I Standard Townhouse
Elevation Plans
Front

1	ISSUE D FOR NEW	April 8, 2014
NO	DESCRIPTION	DATE

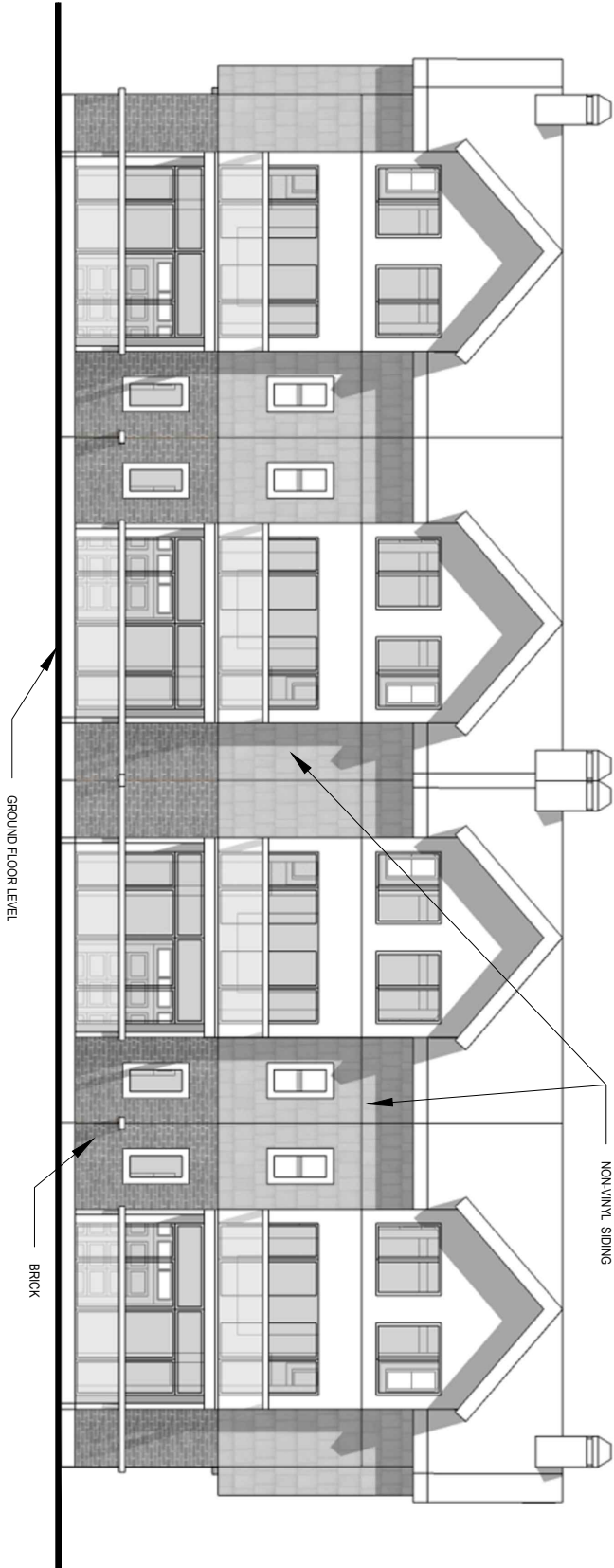


SHEET DESCRIPTION

DATE	DATE	SHEET
1:150	2014.04.08	21
DRAWN	CHECKED	OF
PLC	JR	21
	PROJECT NO.	

DATE: 2014/04/08 FILE: \\HOMER3\active projects\Lake Loon 111193 Production\Working Drawings\09 TYPICAL TOWNHOUSES.dwg

TYPICAL TOWNHOUSES - ELEVATION 1



NOTE: REFERENCE TOWNHOUSES
LAYOUT DRAWING FOR
ELEVATION LOCATIONS

Case 18288
Schedule I 2 Standard Townhouse
Elevations Plans
Rear

NO.	DESCRIPTION	DATE
1	REVISIONS	
1	REVISIONS	

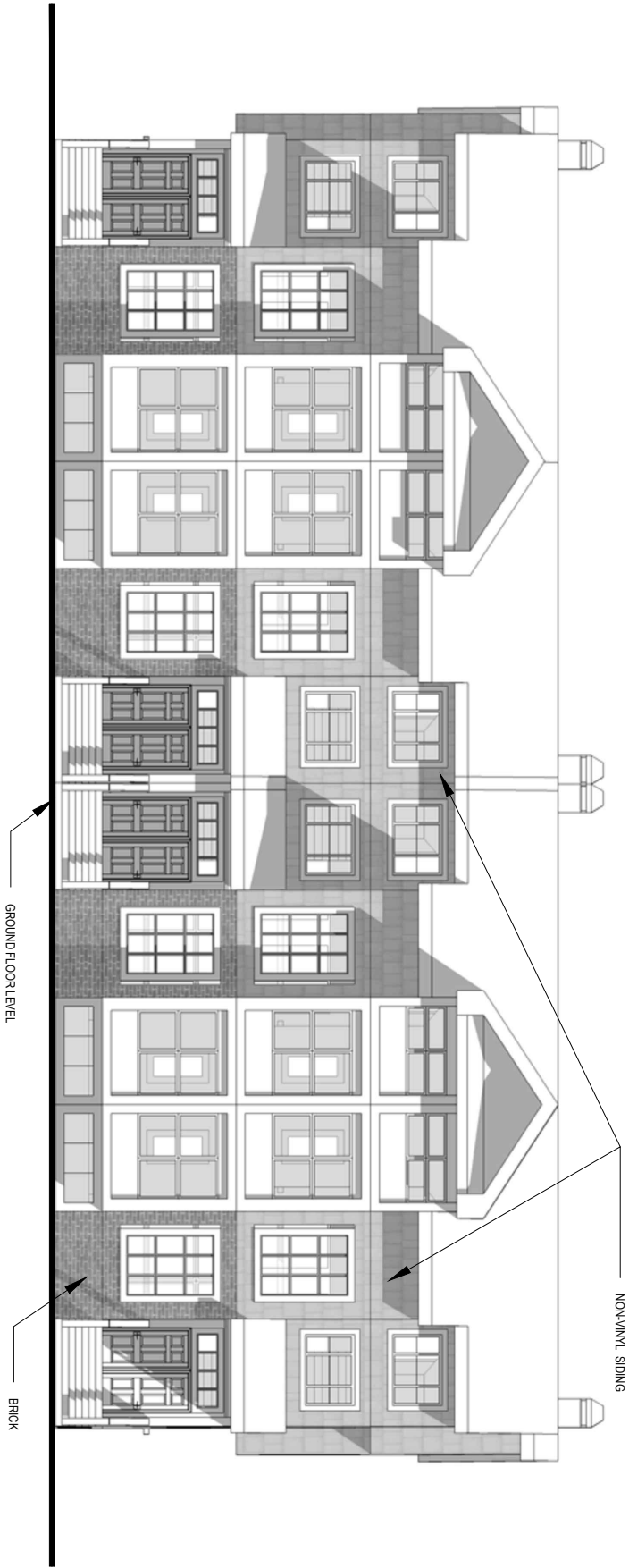


PROJECT
LOON LAKE DEVELOPMENT
HALIFAX, NS

DATE: 2014/04/08

SCALE	DATE	NO.
1:150	2014/04/08	19
TRAW	CHECKED	19
PLC	JR	21

STANDARD STACKED TOWNHOUSES - ELEVATION 3



NOTE: REFERENCE TOWNHOUSES
LAYOUT DRAWING FOR
ELEVATION LOCATIONS

Case 18288
Schedule J Stacked Townhouse
Elevation Plans
Front

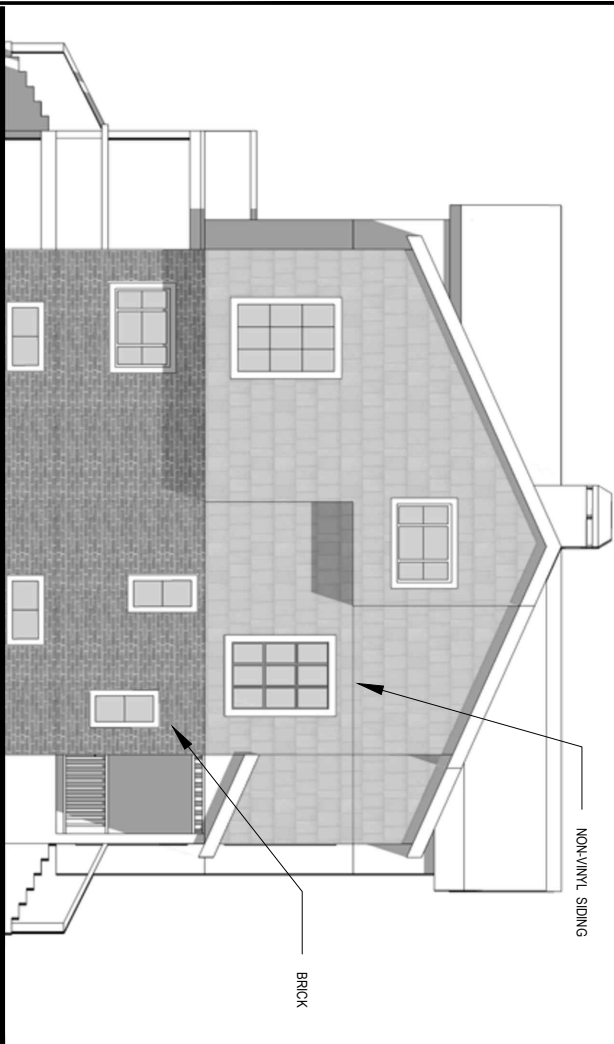
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NO.	DESCRIPTION	



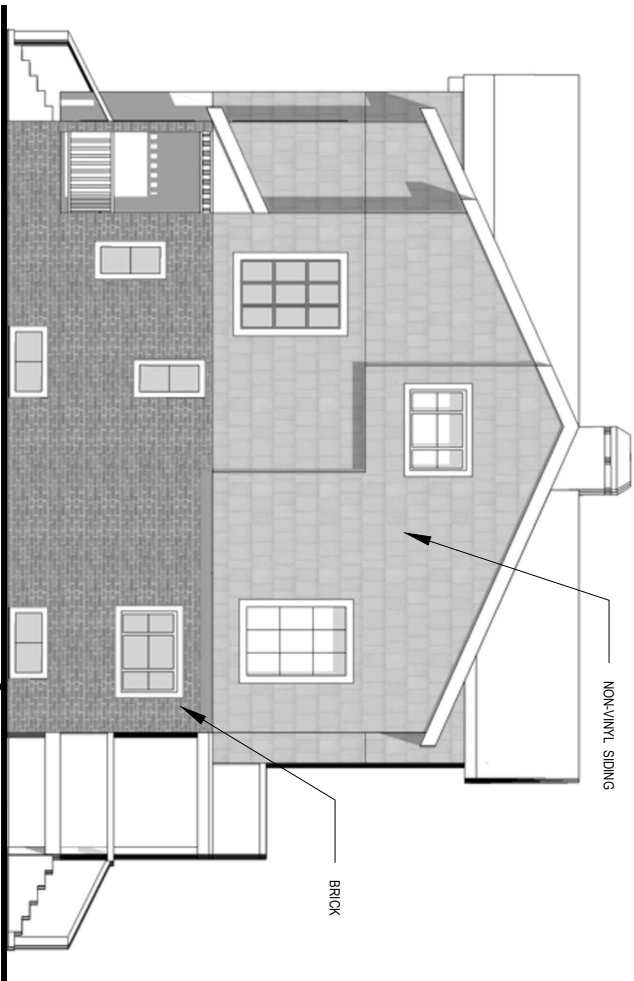
PROJECT
LOON LAKE DEVELOPMENT
HALIFAX, NS

SHEET DESCRIPTION

SCALE	DATE	NO.
1:80	2014.04.08	18
THW	CHECKED	18
PLC	JR	21



STANDARD STACKED TOWNHOUSES - ELEVATION 2



STANDARD STACKED TOWNHOUSES - ELEVATION 4

NOTE: REFERENCE TOWNHOUSES
LAYOUT DRAWING FOR
ELEVATION LOCATIONS

Case 18288
Schedule J1 Stacked Townhouse
Elevation Plans
Side

NO.	DESCRIPTION	DATE
1	REVISION NEW	APRIL 2014



1 Short Lane, Durham, NC 27747
919.246.2525 www.koskick.net

PROJECT
LOON LAKE DEVELOPMENT
HALIFAX, NS

SCALE

SCALE	DATE	NO.
1:150	2014.04.08	17
THW	CHECKED	21
PLC	JR	



Case 18288
Schedule J2 Stacked Townhouse
Elevation Plans
Rear

AKTICS PLANNING & DESIGN
1 Sarr Lane, Dartmouth, NS B2Y 4V7
902.461.2626 www.aktics.net

SHEET DESCRIPTION

DATE	DATE	SHEET
11/50	2014/04/08	
DRAWN	CHECKED	16 OF 21
PLC	JR	
PROJECT NO.		