

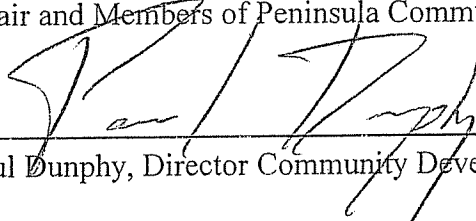
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PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Peninsula Community Council
February 8, 2010

TO: Chair and Members of Peninsula Community Council

SUBMITTED BY: 
Paul Dunphy, Director Community Development

DATE: January 18, 2010

SUBJECT: **Case 01240: Halifax MPS/LUB Amendment and Development Agreement - Gladstone Ridge, Halifax**

ORIGIN

- October 20, 2009 approval by Regional Council of a request by Westwood Developments Ltd. to amend the Halifax Municipal Planning Strategy and Land Use By-law to allow for a mixed use development by development agreement at 2723-2753 Gladstone Street, Halifax.
- Provincial ministerial review of amendments to the Halifax MPS and Halifax Peninsula LUB.

RECOMMENDATION

It is recommended that Peninsula Community Council:

1. Approve the proposed discharging agreement as contained in Attachment A for Civic 2723-2737 Gladstone Street;
2. Approve the proposed development agreement as contained in Attachment B to allow for a 5 storey, mixed use commercial and residential building and two semi-detached dwellings;
3. Require the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, 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 20, 2009, Regional Council and Peninsula Community Council held a public hearing jointly to consider amendments to the Halifax MPS and Halifax Peninsula Land Use By-law, as well as a draft development agreement, to permit a 5 storey, mixed use commercial and residential building and two semi-detached dwellings at 2723-2753 Gladstone Street, Halifax. Subsequent to the public hearing, Regional Council gave its approval to the amendments to the Halifax MPS and Halifax Peninsula LUB. While the draft development agreement was part of the public hearing process, it could not be approved by Peninsula Community Council until the MPS and LUB amendments took effect.

The amendments have since been reviewed by the Provincial Department of Service Nova Scotia and Municipal Relations as per Section 208 of the *Municipal Government Act*. These amendments became effective on December 5, 2009.

As noted in the previous staff report dated June 29, 2009, staff was to bring the matter back to Council for a decision on the draft development agreement once the MPS and LUB amendments took effect. It is now appropriate for Council to consider the attached discharge agreement (Attachment A) and draft development agreement (Attachment B).

BUDGET IMPLICATIONS

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

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Approve the attached discharge agreement (Attachment A) and proposed development agreement (Attachment B). This is the recommended alternative.
2. Council may refer the case back to staff with specific changes to modify the development agreement.
3. Council may refuse the proposed discharge agreement and development agreement. Reasons must be provided for a refusal.

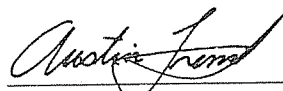
ATTACHMENTS

Map 1	Location and Zoning
Attachment A	Proposed Discharge Agreement
Attachment B	Proposed Development Agreement with Schedules

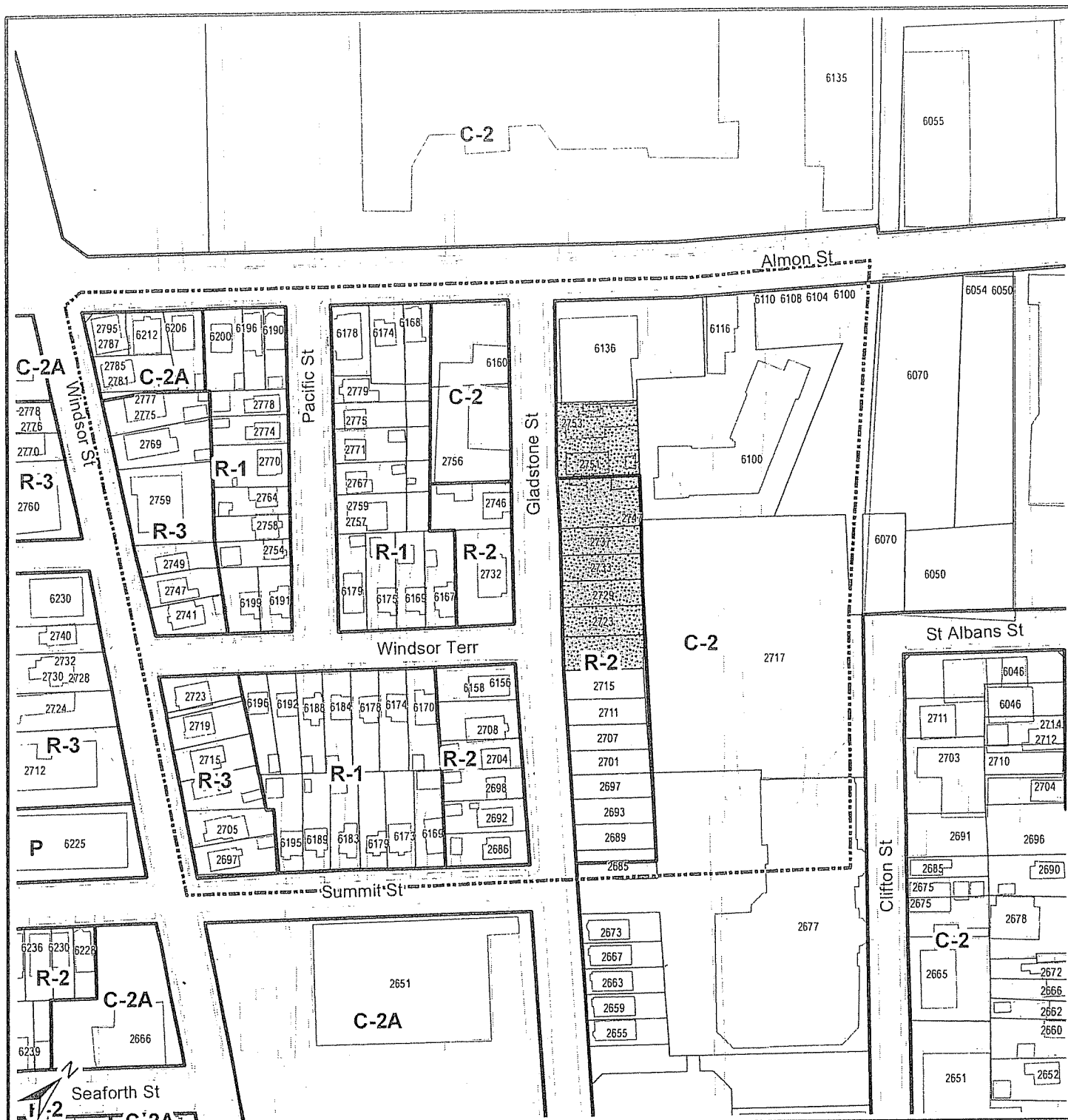
A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/agenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Paul Sampson, Planner I, 490-6259

Report Approved by:





Austin French, Manager, Planning Services, 490-6717



Map 1 - Location and Zoning

2747-2753 Gladstone Street
Halifax

 Area of proposed development agreement

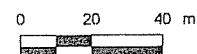
 Area of notification

Halifax Peninsula
Land Use By-Law Area

Zone

- R-1 Single Family Dwelling
- R-2 General Residential
- R-3 Multiple Dwelling
- C-2 General Business
- C-2A Minor Commercial
- P Park and Institutional

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Peninsula Land Use By-Law Area.

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

Attachment A
Proposed Discharge Agreement

THIS DISCHARGING AGREEMENT made this day of , 2010,

BETWEEN:

[Insert Developer Name]

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the developer did enter into agreement (referenced as Municipal Case No. 00620) to construct a residential development on approximately 6.7 acres of land fronting on Gladstone and Clifton Streets, Halifax;

AND WHEREAS the Developer is now the registered owner of certain lands located at 2723-2737 Gladstone Street **[Insert PID Numbers]**, Halifax and which said lands are more particularly described in Schedule A attached hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Agreement be discharged from the Lands;

AND WHEREAS in accordance with the requirements of the *Halifax Regional Municipality Charter*, the Peninsula Community Council approved this request at a meeting held on _____, 2010, referenced as Municipal Case Number 01240;

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

1. The Agreement is hereby discharged from the Lands and shall no longer have any force or effect.

2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Land Use By-law for Halifax Peninsula, as amended from time to time, and any future subdivision of the Lands shall conform with all applicable provisions and requirements of the subdivision by-law applicable to the area, as amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2010.

SIGNED, SEALED AND DELIVERED
in the presence of

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

) [Insert Developer Name]

)

) Per: _____

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HALIFAX REGIONAL MUNICIPALITY

Per: _____

MAYOR

Per: _____

MUNICIPAL CLERK

Attachment B

Proposed Development Agreement

THIS AGREEMENT made this day of , 2010,

BETWEEN:

[Insert Developer Name]
a body corporate, in Halifax Regional Municipality,
Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 2723 -2753 Gladstone Street **[Insert PID Numbers]** and which said lands are more particularly described in Schedule "A" to this Agreement (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow a five storey mixed use commercial residential apartment building and two semi-detached dwellings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and the Municipal Planning Strategy and Land Use Bylaw for Halifax;

AND WHEREAS the Peninsula Community Council approved this request at a meeting held on _____, 2010 referenced as Municipal Case Number 01240;

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 DEFINITIONS

All words unless otherwise specifically defined herein shall be as defined in the Land Use By-law and the Subdivision By-law, as applicable. The following words used in this agreement shall be defined as follows:

- (a) "Community Council" means the Peninsula Community Council of the Municipality or any subsequent body established by the Municipality under the provisions of the Halifax Regional Municipality Charter.
- (b) "Commencement of Construction" means the construction necessary for the installation of primary and secondary services for the subdivision.
- (c) "Land Use By-law" means the Halifax Peninsula Land Use By-law, as amended from time to time.
- (d) "Municipal Engineer" means a professional engineer employed by the Municipality to administer engineering guidelines, standards and by-laws adopted by the Municipality and to administer terms of this Agreement.
- (e) "Municipal Planning Strategy" means the Halifax Municipal Planning Strategy, as amended from time to time.
- (f) "Municipal Service Systems" means the manual adopted by the Municipality which provides standards for the construction of infrastructure, as amended from time to time.
- (g) "Subdivision By-law" means the Regional Subdivision By-law for Halifax Regional Municipality, as amended from time to time.

1.2 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.

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

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

1.4 Applicability of Other By-laws, Statutes and Regulations

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 Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

Except as otherwise provided for herein, the consolidation/subdivision of the Lands shall comply with the requirements of the Subdivision By-law for Halifax, as may be amended from time to time.

1.5 More Stringent Regulation to Apply in Case of Conflict

Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the more stringent limitation or requirement shall govern and prevail.

1.6 Precedence of Written Specifications over Schedules and Drawings

Where the written text of this agreement conflicts with information provided or as indicated in the Schedules attached to this agreement, the written text of this agreement shall prevail.

1.7 Costs, Expenses, Liabilities and Obligations

The Developer and each lot owner shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any Lands owned by the Developer or lot owner.

1.8 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: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.0 GENERAL DESCRIPTION OF LAND USE

The use of the Lands permitted by this Agreement is a five storey mixed use commercial residential apartment building and two semi-detached dwellings.

2.1 SCHEDULES

The Developer shall develop and use the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this agreement, unless further specified under the Agreement, referenced as Municipal Case Number 01240:

Schedule A	Legal Description of the Lands
Schedule B	Concept Plan
Schedule C	North Elevation
Schedule D	East Elevation
Schedule E	South Elevation
Schedule F	West Elevation
Schedule G	Partial Elevation
Schedule H	Basement Level
Schedule I	Ground Floor Plan
Schedule J	Typical Floor Plan
Schedule K	Semi-detached Plans
Schedule L	Elevation - Semi-detached

2.2 Multiple Unit Apartment Unit Mix

2.2.1 The Developer agrees that the maximum number of residential units permitted within the five storey mixed use commercial residential apartment building shall be 40 and may include bachelor, one bedroom, two bedroom, and three bedroom units.

2.2.2 The Developer agrees that the unit mix shall be substantively in conformance with the following:

- (a) 10 two bedroom units;
- (b) 15 one bedroom units; and
- (c) 15 bachelor units.

2.3 Maximum Population - Multiple Unit

2.3.1 The Developer agrees that the population for the five storey mixed use commercial residential apartment building shall not exceed 90 persons.

2.3.2 For the purpose of calculating the maximum population on the Lands, the following shall apply:

- (a) bachelor units shall be assigned 1 person per unit;
- (b) one bedroom units shall be assigned 2 person per unit; and
- (c) two bedroom and three bedroom units shall be assigned 2.25 persons per unit.

2.4 MICI Project Review

The Developer shall complete HRM's Multi-unit Residential, Institutional, Commercial, and Industrial (MICI) project review process for the five storey mixed use commercial residential apartment building permit applications including compliance with Section 2.5 of this agreement prior to the issuance of any municipal Permits.

2.5 Contaminated Site Management

2.5.1 The Developer agrees to provide to the Development Officer three copies of the Environmental Site Assessment prepared by a qualified "Environmental Site Professional" as submitted to Nova Scotia Environment (NSE). The Development Officer shall not issue a Development Permit until the Environmental Site Assessment has been reviewed and deemed acceptable by Nova Scotia Environment.

2.5.2 Pursuant to Section 2.5.1 of this Agreement, no Occupancy Permit shall be issued for the building until proof that the site has been assessed, remediated and/or managed in accordance with the Guidelines for Management of Contaminated Sites in Nova Scotia has been provided in the form of a Certificate of Compliance.

2.6 Zone Requirements

The Developer agrees that commercial uses shall be limited to the ground floor area within the five storey mixed use commercial residential apartment building and such uses shall meet the requirements of the C-2 (General Business) Zone of the Halifax Peninsula Land Use By-law.

2.7 Materials and Architectural Requirements

2.7.1 The Developer shall construct a five storey mixed use commercial residential apartment building on the Lands, which, in the opinion of the Development Officer, is substantively in conformance with architectural details shown on the following:

Schedule C	North Elevation
Schedule D	East Elevation
Schedule E	South Elevation
Schedule F	West Elevation
Schedule G	Partial Elevation

- (a) The predominant exterior building material for the mixed use commercial residential apartment building shall be high quality exterior masonry materials, including, but not limited to, brick, sandstone, other native stone and architectural precast concrete building stones. Masonry panel systems, unfinished concrete block or poured-in place concrete are not acceptable materials.
- (b) Belt courses, string courses, cornices, corbels, lintels, spandrels, sills and other architectural facade elements shall be constructed of materials and colours complementary, as determined by the Development Officer, to the masonry exterior.
- (c) Each residential unit shall include a balcony, 'french' balcony, or terrace. Balconies shall have a concrete floor and include pre-finished metal rails, balustrades, glass panels or equivalent. Wooden lumber is not an acceptable construction material.
- (d) Exposed foundations or parking garage faces in excess of 0.5 metres (1.6 feet) shall be architecturally detailed, veneered with stone or brick, painted, parged, stucco, or a complementary equivalent;
- (e) All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- (f) Roof mounted mechanical and telecommunications equipment shall be visually integrated into the roof design or screened.

2.7.2 Building Height

The Developer agrees that the mixed use commercial residential apartment building shall not exceed a maximum of 5 storeys above grade and a maximum height of 55 feet.

2.7.3 General Finish of Exterior Concrete Surfaces

- (a) The Developer agrees that all exposed concrete building surfaces shall be reasonably free from fins, bulges, ridges, offsets, defects, honeycombing, or

roughness of any kind, and shall present a finished, smooth, continuous hard surface.

- (b) All exposed unformed exterior concrete surfaces, pads, sidewalks, slabs and floors, shall be brought to a uniform surface. The finish for all exposed unformed exterior concrete surfaces shall be a soft broom finish.

2.8 Semi-detached Units

2.8.1 The Developer agrees that the semi-detached units shall substantially conform with Schedules K, L and the requirements of the R-2 (General Residential) Zone except for the following:

- (a) Minimum Lot Frontage - 48 feet
- (b) Minimum Lot Area - 3360 square feet
- (c) Minimum Side Yard - 4 feet
- (d) Minimum Front Yard - 7 feet
- (e) Maximum Lot Coverage - 50%
- (f) Where each unit of a semi-detached dwelling is to be or has been subdivided so that each unit is on its own lot, there shall be a minimum lot frontage of 24 feet per unit and a minimum lot area of 1,680 square feet per unit. There shall be no setback required from the common lot boundary.
- (g) No detached accessory buildings shall be permitted.

2.8.2 The Developer agrees that the semi-detached shall be generally constructed, including materials and colours, as to be complementary to the existing single family dwellings along the eastside of Gladstone Street.

2.9 Landscaping

2.9.1 Prior to the issuance of a Development Permit and Building Permit for the construction of the building, the Developer shall provide the Municipality with a detailed landscape plan, prepared by a Landscape Architect, which shall include design specifications and cost estimates for landscaping on the Lands. Landscaping shall be in general conformity with the landscaping shown on Schedule B and Schedule I and shall be subject to the approval of the Development Officer.

2.9.2 Prior to issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect or other qualified professional certifying that all landscaping has been completed on the Lands according to the terms of this Agreement.

2.9.3 Notwithstanding clause 2.9.2, the first Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The 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 as approved by the Development Officer. Should the Developer not complete the landscaping within 12 months of issuance of the first 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 by a Landscape Architect.

2.9.4 It is the responsibility of the Developer to ensure that the underground parking structure and rooftop terraces are capable of supporting the loads from all landscaping as well as the anticipated mature weight of the plant material.

2.10 Parking, Circulation and Access

- (a) The Developer agrees that the driveway layout and entrance to the underground parking on the Lands shall be as generally illustrated on Schedule J - Commercial Plan (Level 1).
- (b) Parking, Circulation and Access shall be substantively in conformance with the following:
 - (i) provision of one (1) level of underground parking containing a minimum of 25 parking spaces;
 - (ii) underground parking shall be as generally shown on Schedules H and Schedule I;
 - (iii) underground parking shall comply with the requirements of the Land Use By-law;
 - (iv) notwithstanding the foregoing, up to one third of the individual parking spaces may be reduced in size to 8 feet by 17 feet minimum; and
 - (v) provision of designated bicycle parking as per the Land Use By-law.

2.11 Signage

- 2.11.1 Signs, excepting information signs, shall be related to businesses within the building.
- 2.11.2 Signs shall be externally illuminated, excepting that signage comprised of individual channel lettering may be backlit.
- 2.11.3 Signs shall not include any animation or illumination that flashes, moves, or varies in intensity.
- 2.11.4 Signs are permitted on the following parts of the building:
 - (a) upon awnings, in general compliance with the Schedules;
 - (b) above storefront windows and entrances, as fascia signs, upon the band above the first floor, to a maximum height of 3 feet; and
 - (c) upon or behind 1st floor windows provided they occupy a maximum of 30 percent of that window's area.
- 2.11.5 Information signs are permitted on all parts of the building.
- 2.11.6 Roof signs, box signs and cabinet signs are prohibited.

2.12 Maintenance

- 2.12.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and 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, pruning, litter control, garbage removal and snow removal/salting of walkways, driveways, and parking areas.

2.13 Developer Responsible for Approval Costs

- 2.13.1 The Developer shall be responsible for securing all applicable permits, reports, plans, and approvals associated with the on-site contamination required to accommodate the development, including but not limited to, sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities.
- 2.13.2 Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of Nova Scotia Environment. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.

PART 3: APPROVAL BY DEVELOPMENT OFFICER

3.1 The Development Officer may approve the following modifications provided such changes are in general conformance with and further the intent of this Agreement as follows:

- (a) The following variations to the building:
 - (i) changes to the internal floor plans of the building provided the number of dwelling units and building size has not increased and the exterior appearance of the building is not affected;
 - (ii) changes to the interior layout of the underground parking level provided the changes do not reduce the minimum number of parking spaces required by the Agreement;
 - (iii) changes to the unit mix of Section 2.2 provided the building size has not increased and the exterior appearance of the building is not affected; and
 - (iv) a maximum increase of 10% to the total number of units and permitted density provided the building size has not increased and the exterior appearance of the building is not affected.
- (b) Minor variations to the exterior design of the building and landscaping, provided that the intent of this Agreement is substantively met.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy Municipal Service Systems Specifications unless otherwise varied by this Agreement and the developer shall receive written approval from the Development Engineer prior to undertaking any 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 Encroachments

The Developer agrees to comply with HRM Encroachment By-law (By-law E-200) for any encroachments into the street right-of-way.

PART 5: AMENDMENTS

5.1 Substantive Amendments

Amendments to any matters not identified under Section 5.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

5.2 Non-substantive Amendments

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

- (a) The granting of an extension to the date of commencement of development, as identified under Subsection 7.3.3 of the Agreement;
- (b) The granting of an extension to the length of time for the completion of the development, as identified under Section 7.4 of the Agreement;
- (c) A reduction in the number of floors in the building;
- (d) An increase of more than ten percent (10 %) of the total number of dwelling units provided the building size has not increased and the exterior appearance of the building is not affected;
- (e) Changes to the exterior architectural appearance of the building, including materials, colours, architectural treatments and fenestration pattern, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are an improvement over the design detailed in the Agreement;
- (f) Changes to the signage requirements detailed under Section 2.11 of the Agreement; and
- (g) A change to a Schedule of this agreement that is specifically required to accommodate management recommendations or land use restrictions as may be required to comply with the *Environment Act*, "Guidelines for Management of Contaminated Sites in Nova Scotia."

PART 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 Enforcement

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

6.2 Failure to Comply

In the event that the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any 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; and/or,
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment and/or discharge of this Agreement shall

be recorded at the Registry of Deeds or Land Registry Office for Halifax County, Nova Scotia and the Developer shall incur all cost in recording such documents.

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

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

7.3.2 For the purposes of Subsection 7.3.1, commencement of development shall mean the installation of the foundation of the underground parking for the five storey mixed use residential/commercial building on the Lands.

7.3.3 For the purpose of Subsection 7.3.1, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.2(a), 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

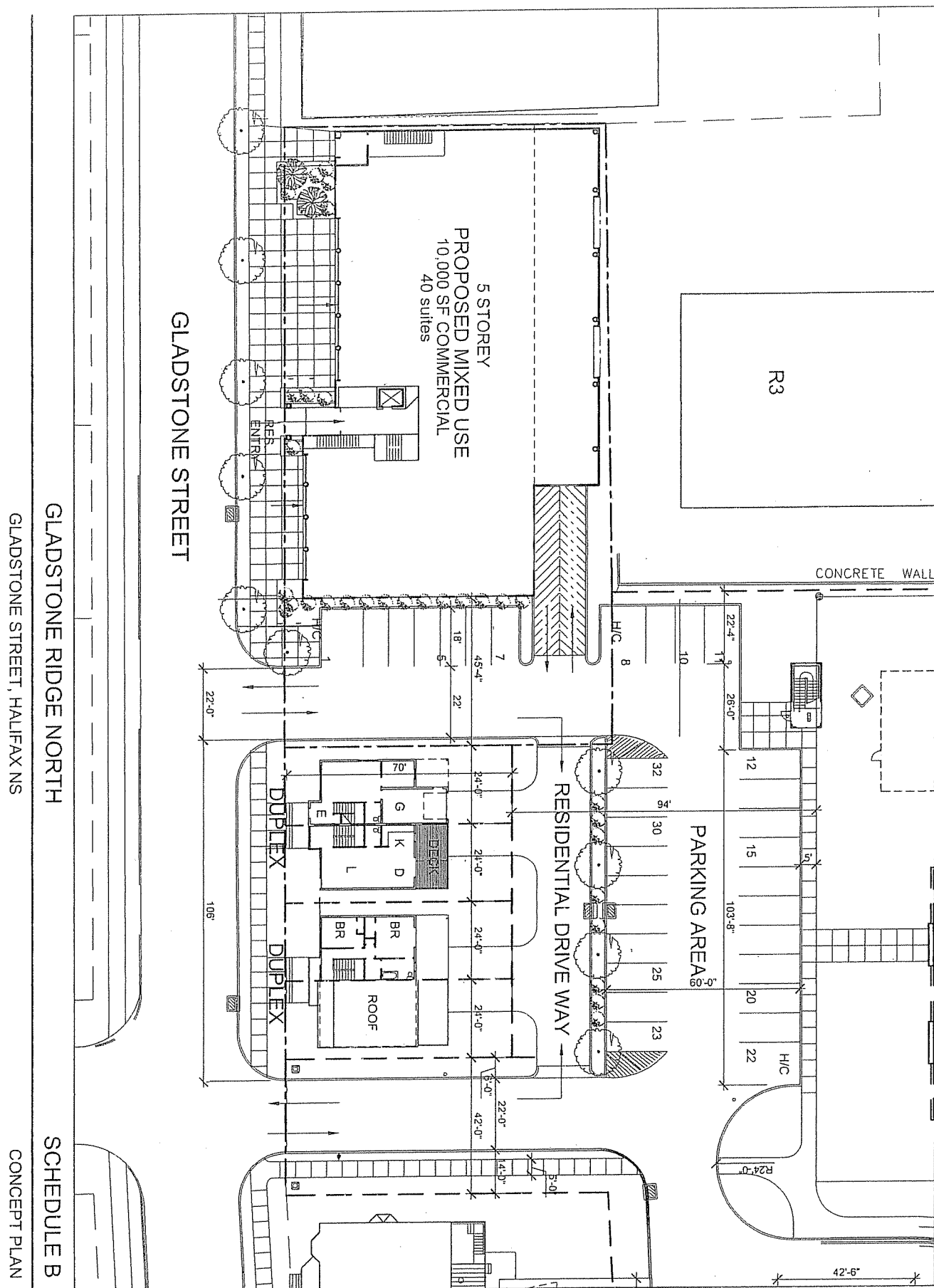
Upon the completion of the development or portions thereof, or after ten (10) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office for Halifax County, Nova Scotia, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or,
- (c) Discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2010.

SIGNED, SEALED AND DELIVERED) [Insert Developer Name]
 in the presence of)
per _____) per _____
per _____) per _____
)

SEALED, DELIVERED AND)
ATTESTED to by the proper)
signing officers of Halifax Regional)
Municipality duly authorized)
in that behalf in the presence of) HALIFAX REGIONAL MUNICIPALITY
)
per _____) per _____
) MAYOR
)
per _____) per _____
) MUNICIPAL CLERK



SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

KASSNER/GOODSPEED ARCHITECTS

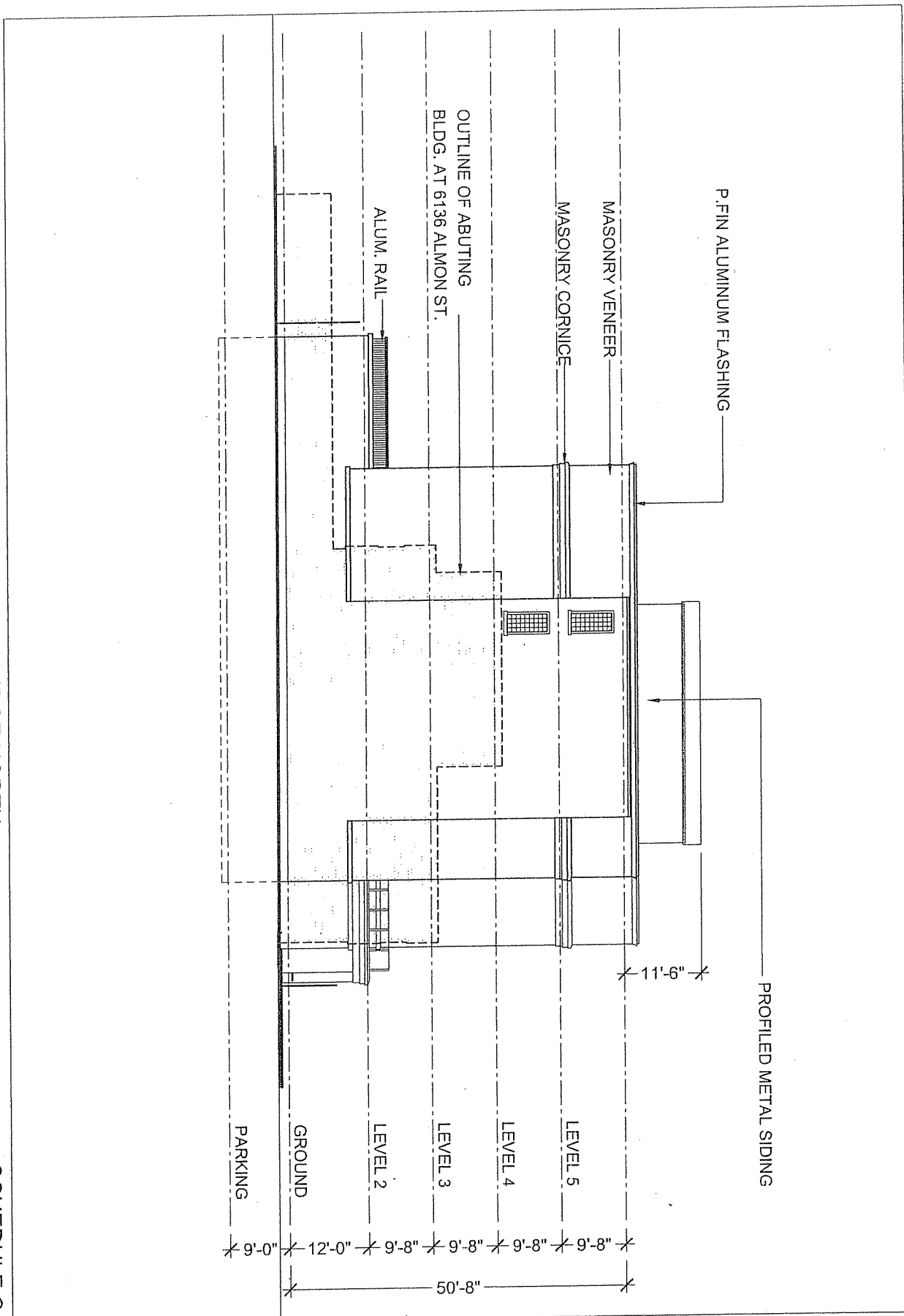
GLADSTONE RIDGE NORTH
GLADSTONE STREET, HALIFAX NS

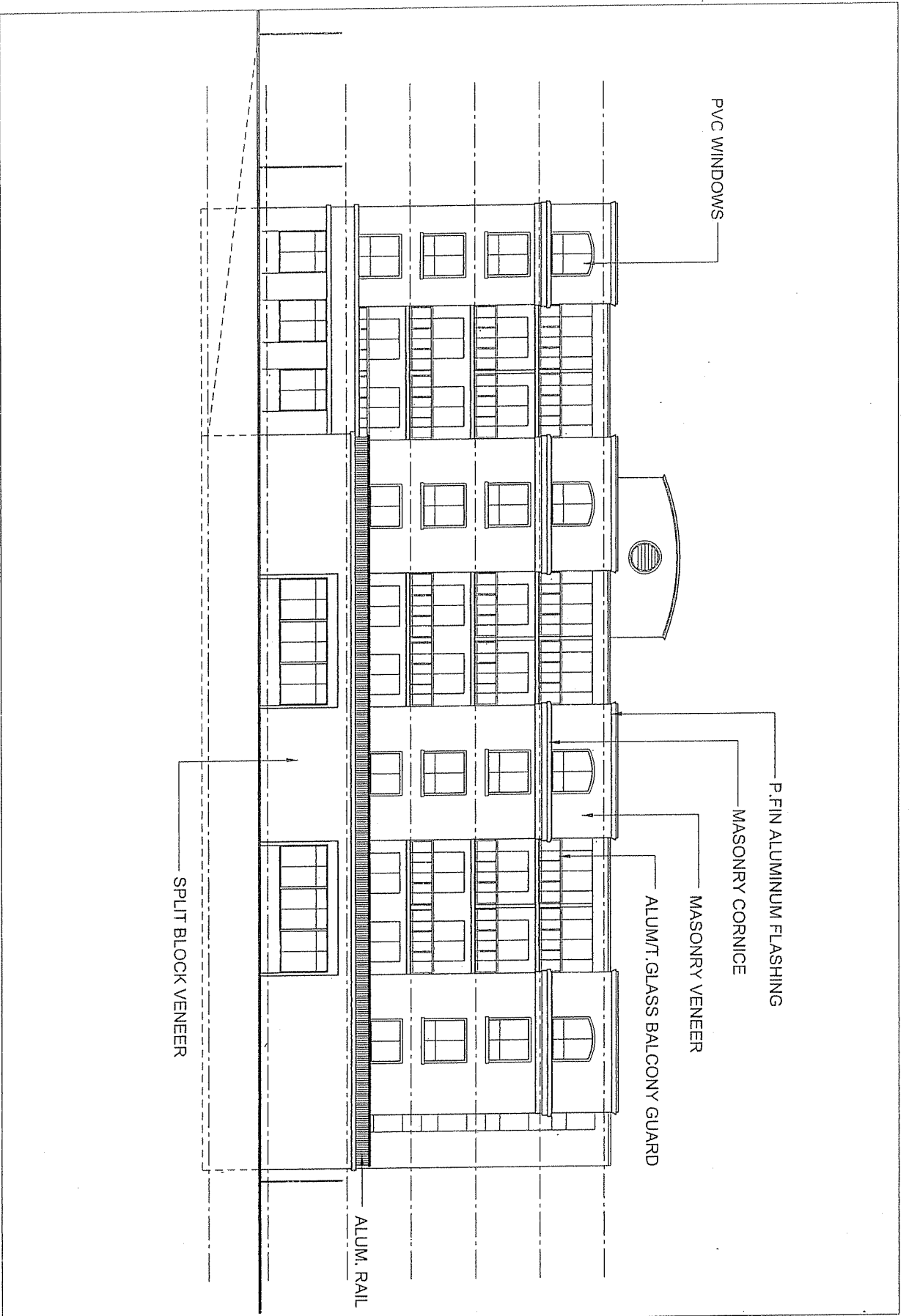
NORTH ELEVATION

GLADSTONE RIDGE NORTH

SCHEDULE C

SCALE 1"=20'
Jun 01, 2009





GLADSTONE RIDGE NORTH

SCHEDULE D

GLADSTONE STREET, HALIFAX NS

EAST ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009

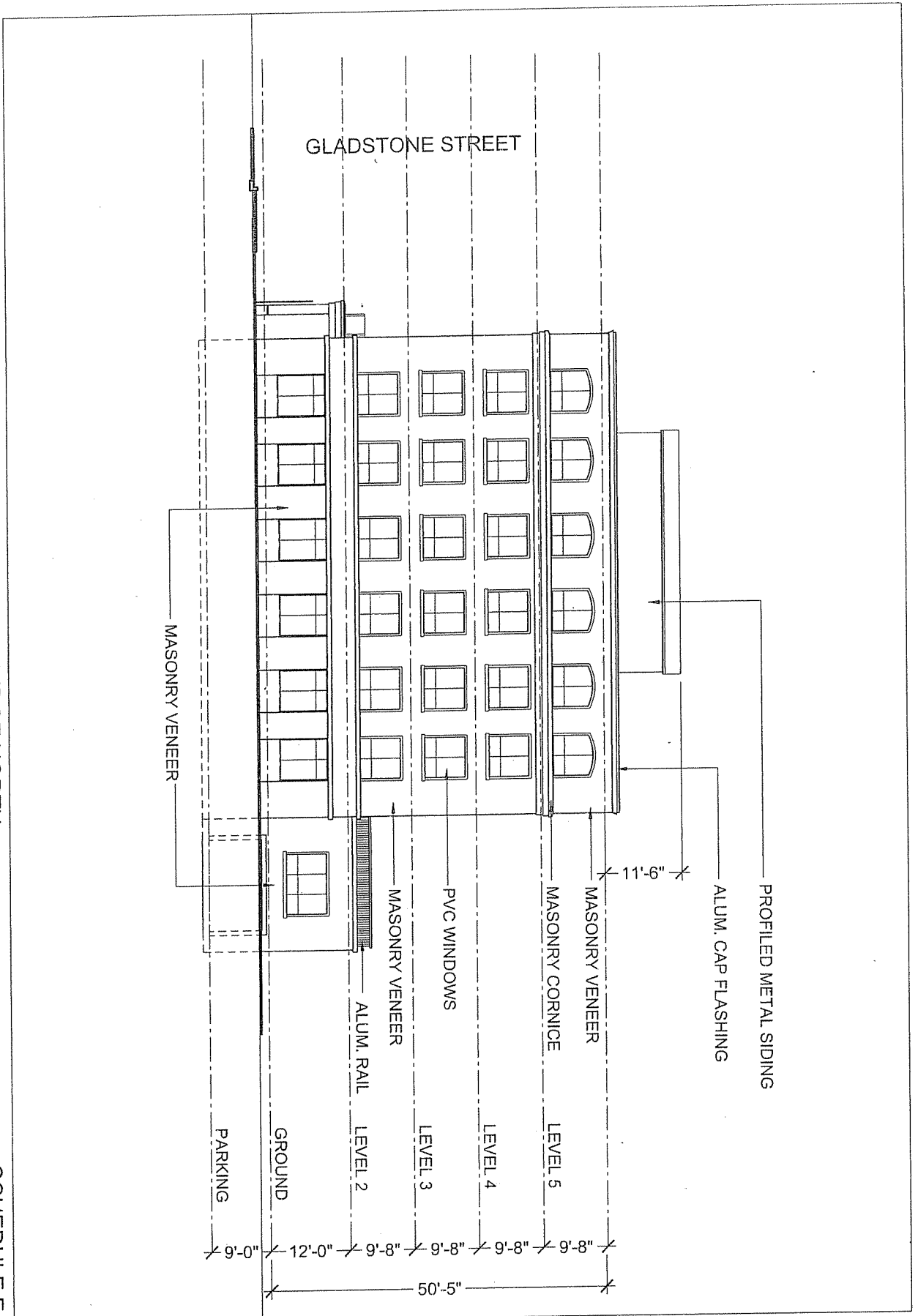
SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

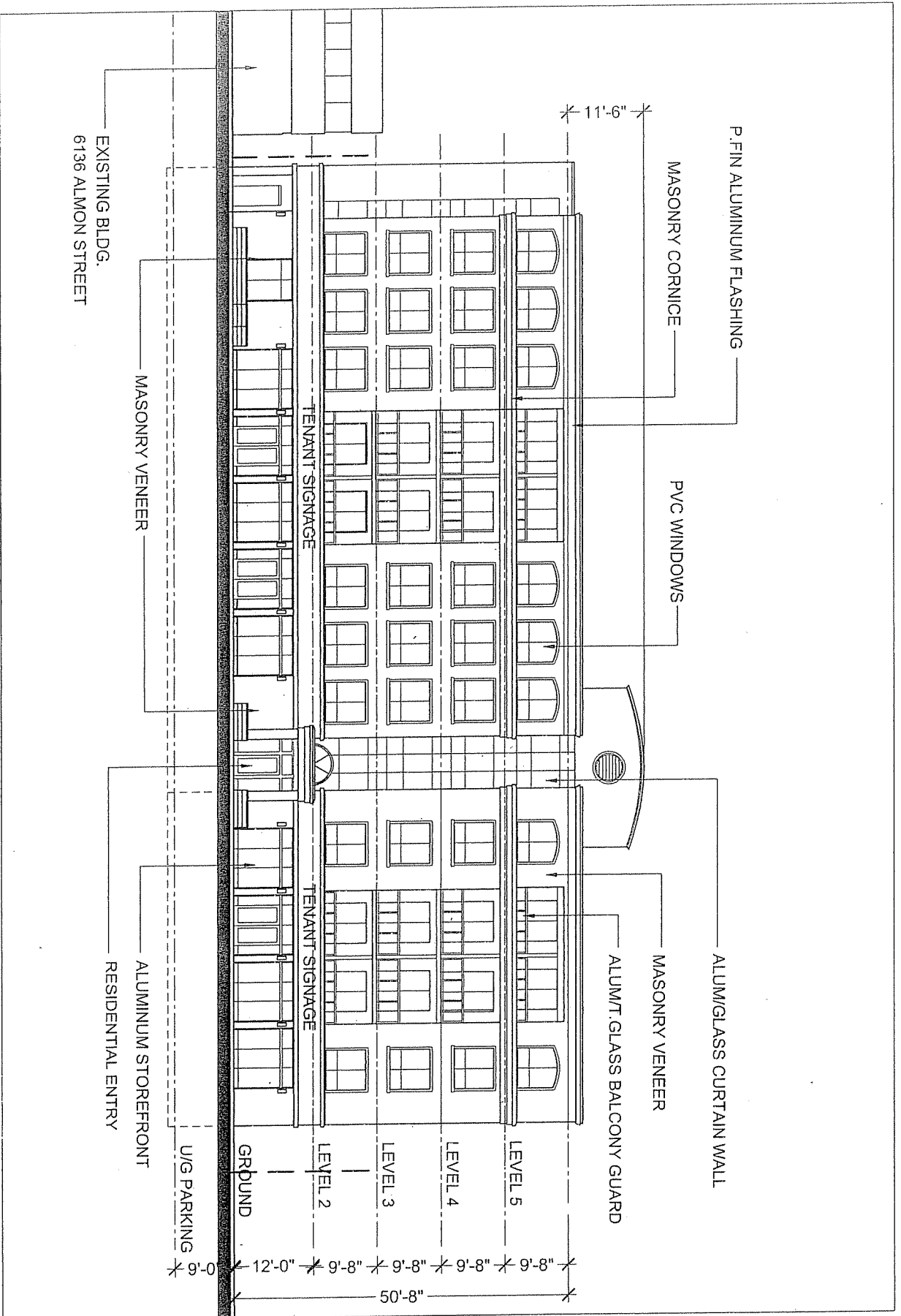
KASSNER/GOODSPEED ARCHITECTS

GLADSTONE RIDGE NORTH
GLADSTONE STREET, HALIFAX NS

SCHEDULE E
SOUTH ELEVATION

SCALE 1"=20'
Jun 01, 2009





GLADSTONE RIDGE NORTH

SCHEDULE F

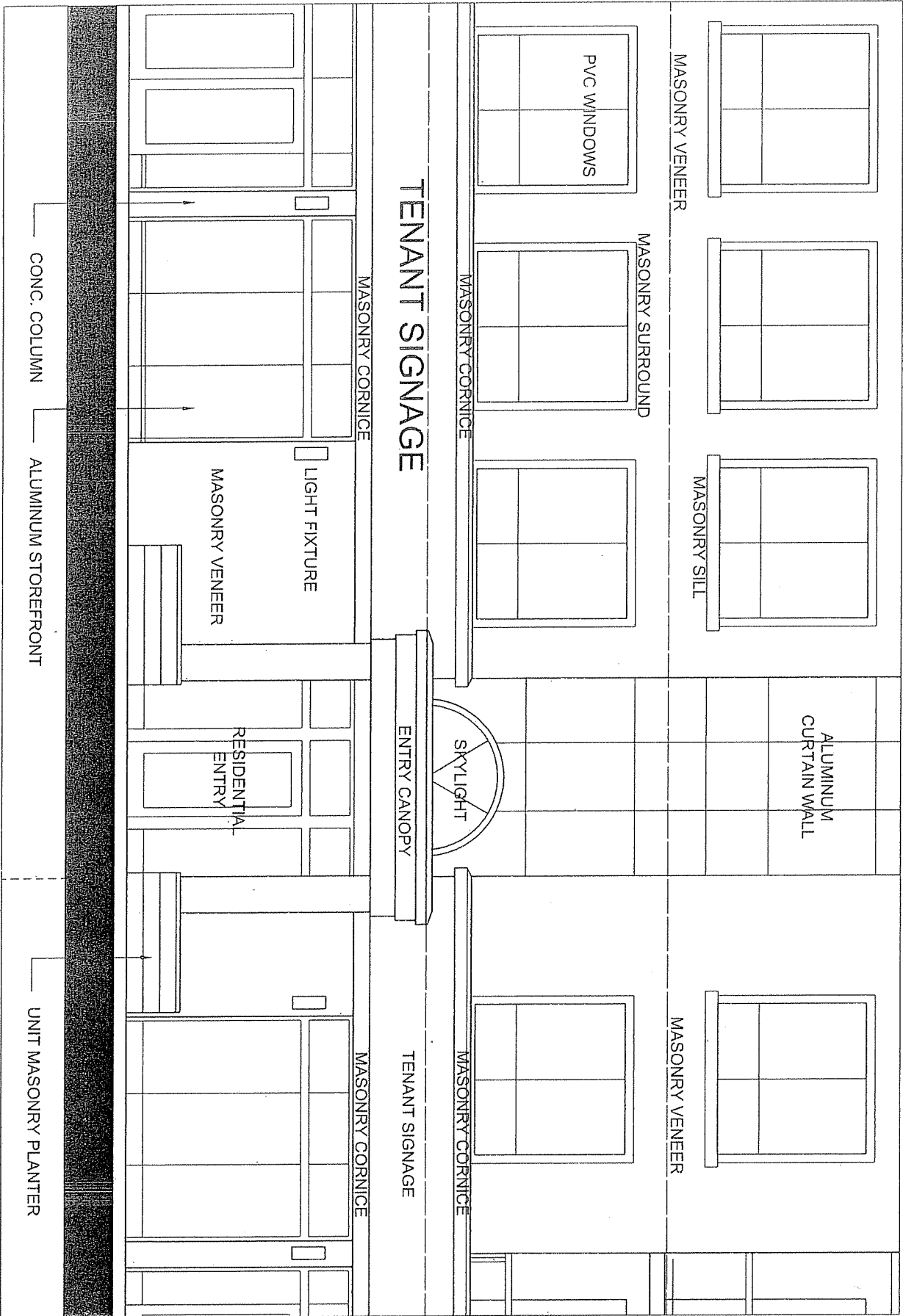
GLADSTONE STREET, HALIFAX NS

WEST ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009



GLADSTONE RIDGE NORTH

GLADSTONE STREET, HALIFAX NS

SCHEDULE G

PARTIAL ELEVATION

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLS ST.
HALIFAX, N.S. B3K 1S6 (902) 422-1657

SCALE 3/16"=1'-0"
Jun 01, 2009

KASSNER/GOODSPEED ARCHITECTS

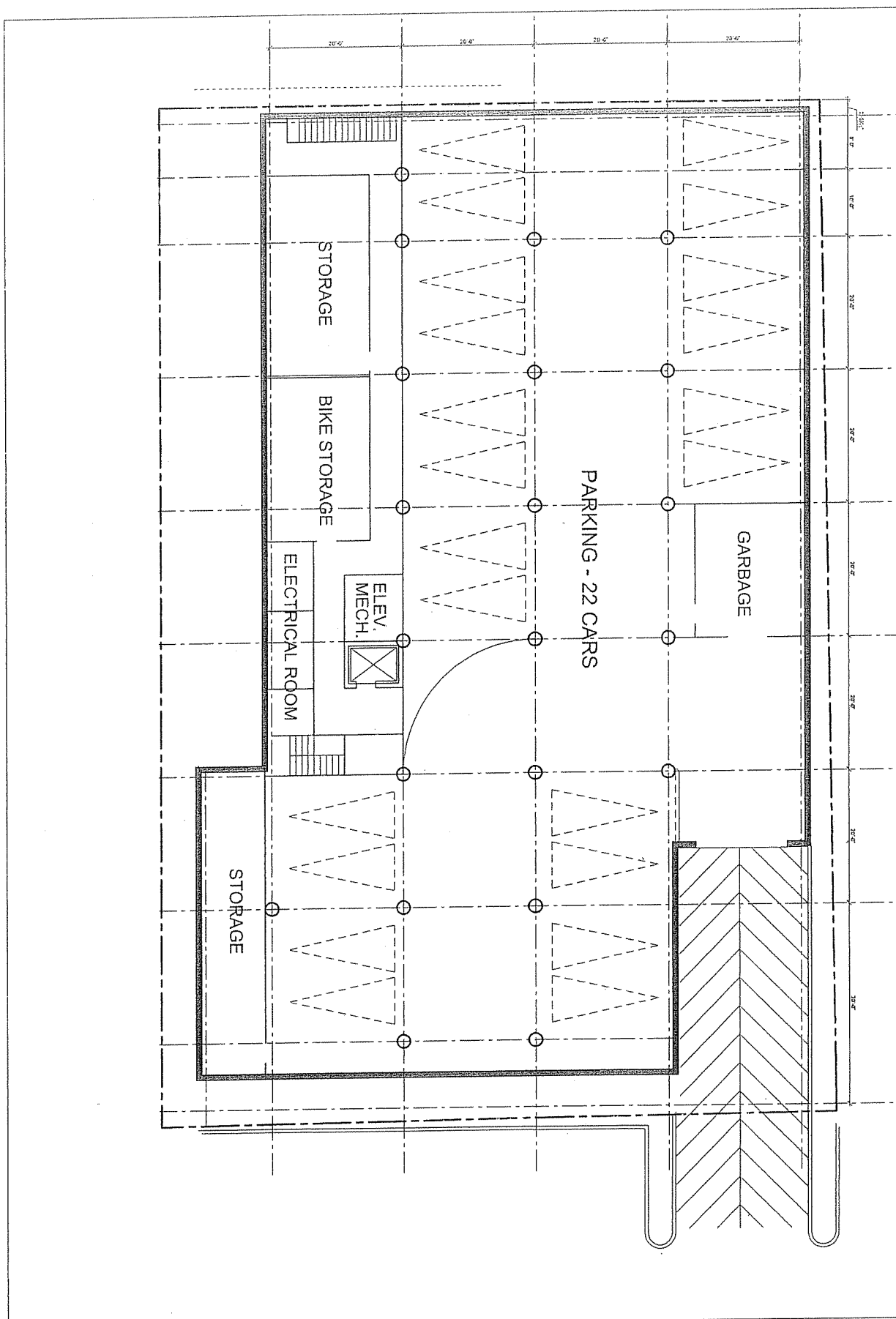
GLADSTONE STREET, HALIFAX NS

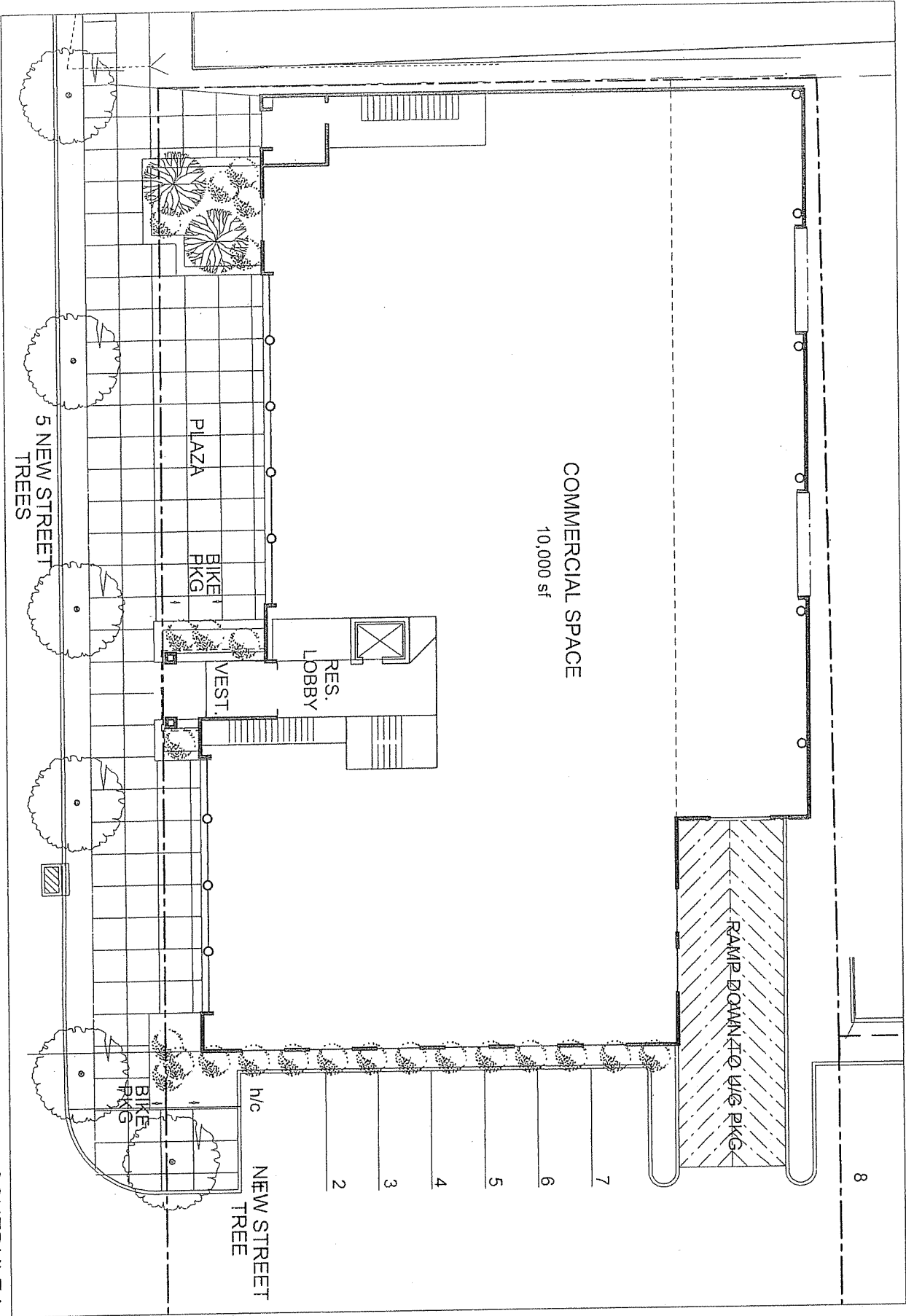
GLADSTONE RIDGE NORTH

BASEMENT PLAN

SCHEDULE H

SCALE 1"=20'
Jun 01, 2009





GLADSTONE RIDGE NORTH

GLADSTONE STREET, HALIFAX NS

SCHEDULE 1

GROUND FLOOR PLAN

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

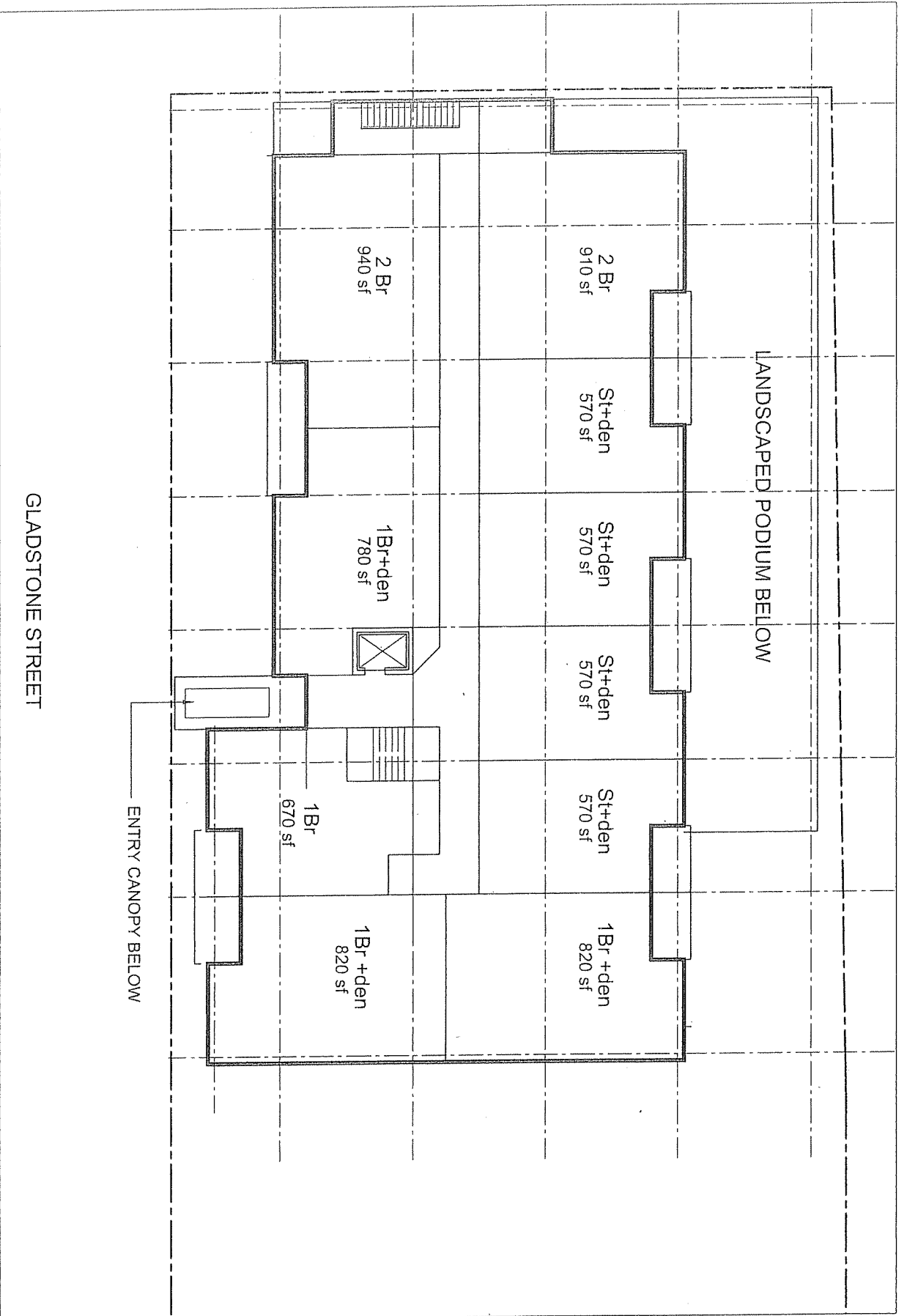
SCALE 1"=20'
Jun 01, 2009

KASSNER/GOODSPEED ARCHITECTS
SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

GLADSTONE STREET
GLADSTONE RIDGE NORTH
GLADSTONE STREET, HALIFAX NS

SCHEDULE J
TYPICAL FLOOR PLAN

SCALE 1"=20'
Jun 01, 2009



SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

KASSNER/GOODSPEED ARCHITECTS

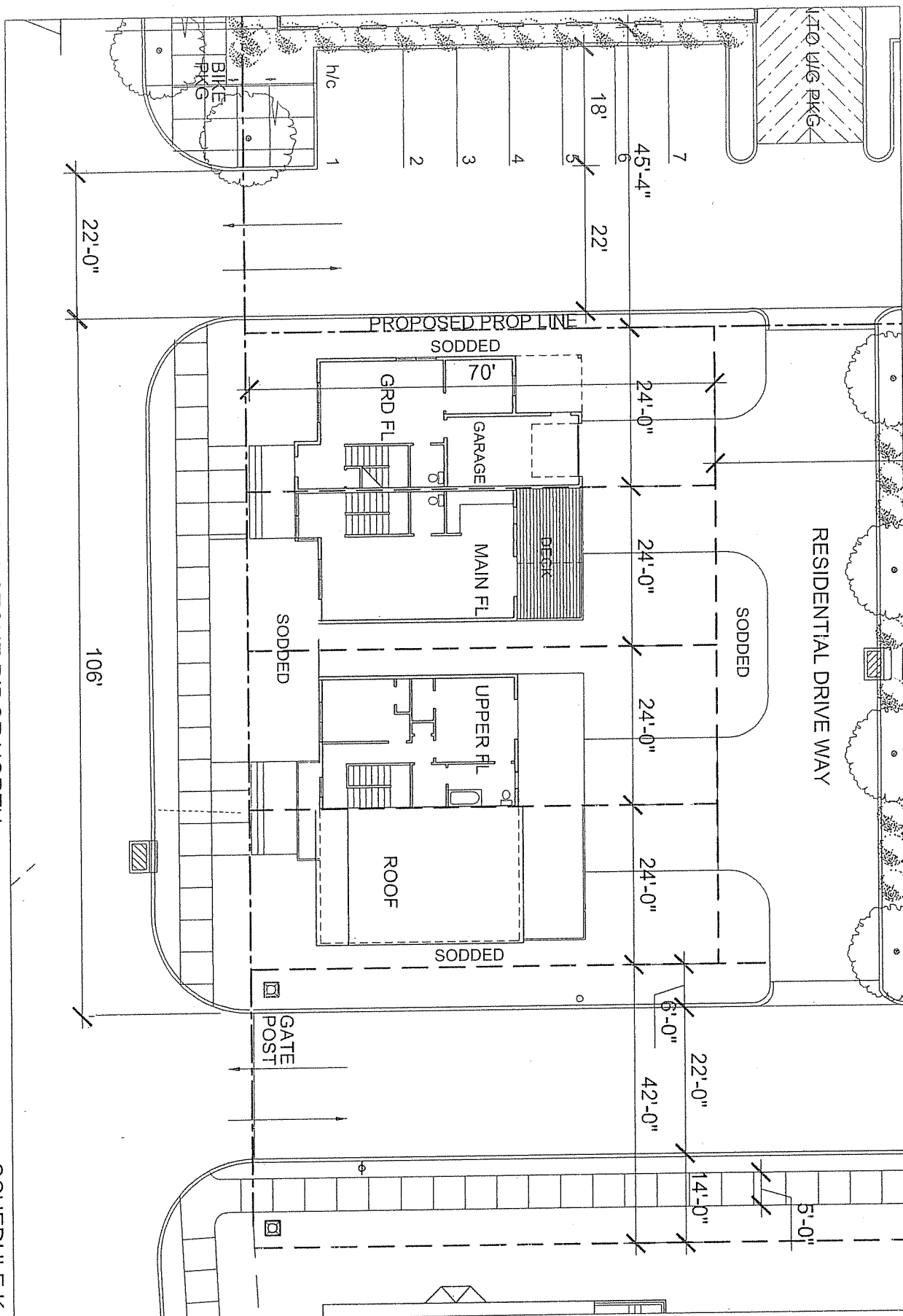
GLADSTONE RIDGE NORTH
GLADSTONE STREET, HALIFAX NS

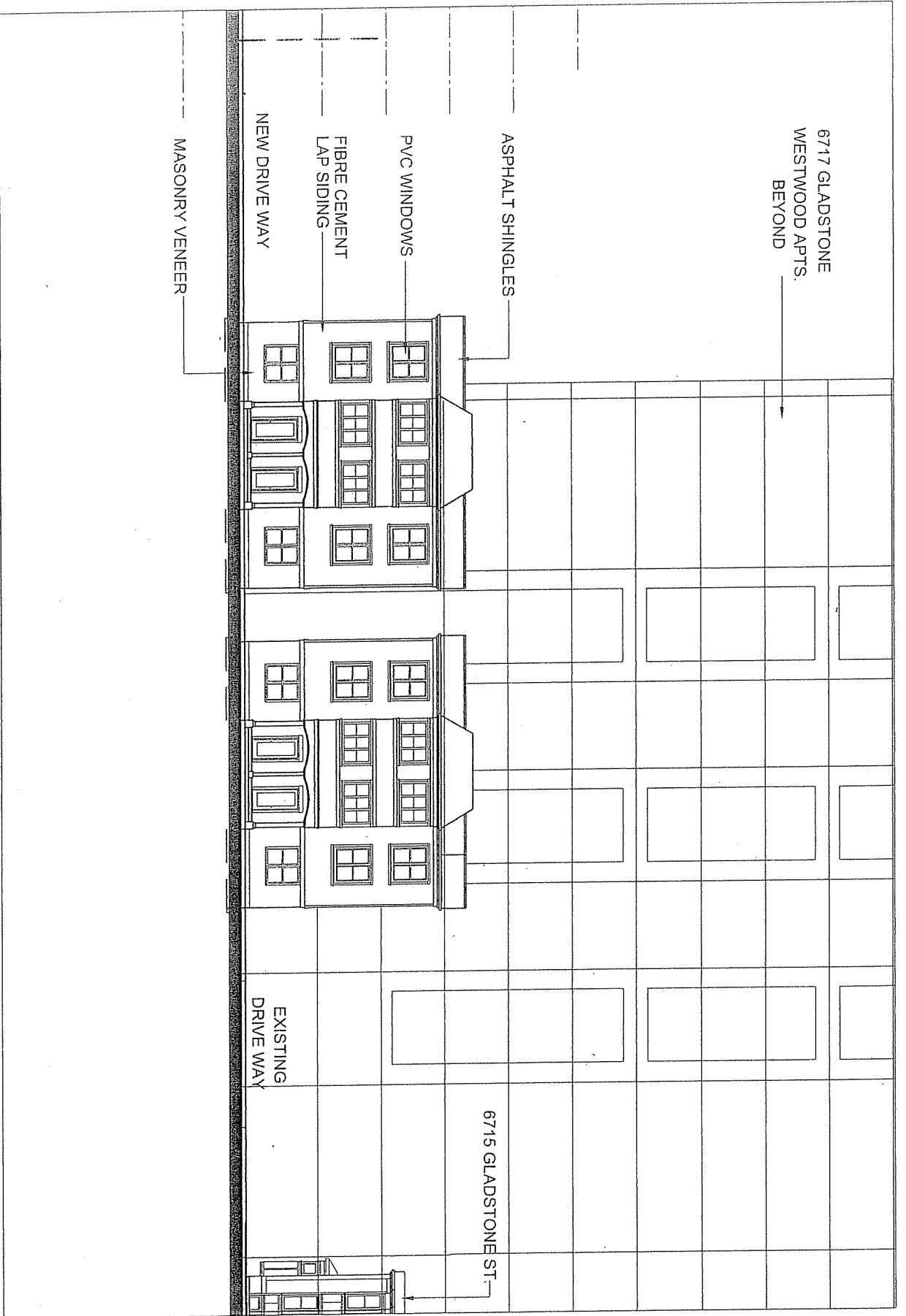
GLADSTONE RIDGE NORTH

SCHEDULE K

DUPLEX PLANS

SCALE 1"=20'
Jun 01, 2009





KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557

SCALE 1"=20'
Jun 01, 2009