

## **Item No. 10.1.2**

### **Halifax and West Community Council**

**June 26, 2014**

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

Original Signed

**SUBMITTED BY:**   
Brad Anguish, Director, Community and Recreation Services

**DATE:** May 27, 2014

**SUBJECT:** **Case 18591 – LUB Amendment and Development Agreement – 5530-5532 Bilby Street, Halifax**

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### **SUPPLEMENTARY REPORT**

#### **ORIGIN**

- Application by WSP Canada Inc.
- May 6, 2014 approved by Halifax and West Community Council of an amendment to the Halifax Peninsula Land Use By-law to include 5530-5532 Bilby Street, Halifax, and the abutting vacant property to the west, within Schedule Q (amendment to Map ZM-2)

#### **LEGISLATIVE AUTHORITY**

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

#### **RECOMMENDATION**

It is recommended that Halifax and West Community Council:

1. Approve the proposed development agreement as contained in Attachment A of this report, and;
2. Require the 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 May 6, 2014, Halifax and West Community Council held a public hearing to consider the proposed amendments to the Halifax Peninsula Land Use By-law (LUB), as well as a proposed development agreement, to permit an 8-storey, 35-unit mixed-use building containing residential uses with the potential for a ground-level commercial space at 5530-5532 Bilby Street and the abutting property to the west in Halifax. Subsequent to the public hearing, Community Council gave its approval to the amendments to the Halifax Peninsula LUB (amendment to Map ZM-2) to include the subject properties within Schedule Q.

As noted in the February 27, 2014 staff report, Community Council could not make a decision on the proposed development agreement until the LUB amendment became effective. As the LUB amendment became effective on May 24, 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 2013/14 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 a Public Information Meeting held on September 26, 2013 and a Public Hearing on May 6, 2014.

Notices of the public information meeting and public hearing were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 2 of the February 27, 2014 staff report.

## **ENVIRONMENTAL IMPLICATIONS**

No implications have been identified.

## **ALTERNATIVES**

1. Halifax and West Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or an additional public hearing.

2. Halifax and West Community Council may choose to refuse the proposed development agreement. Pursuant to the *Halifax Regional Municipality Charter*, Community Council must provide reasons for this refusal based on the policies of the MPS. A decision of Community Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

Attachment A: Proposed Development Agreement

Staff Report:

<http://www.halifax.ca/Commcoun/west/documents/1013Case18591LUBAmendmentandDevelopmentAgreement.pdf>

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

Report Prepared by: Dali Salih, Planner, Development Approvals, 490-1948  
Original Signed

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

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**ATTACHMENT A:**  
**Proposed Development Agreement**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_,

BETWEEN:

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

OF THE FIRST PART

- and –

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on the south side of Bilby Street, identified as 5530-5532 Bilby Street, Halifax, and the abutting property to the west identified as PID No. 00441832, 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 the construction of a building consisting of residential and commercial uses on the Lands pursuant to the provisions of Section XI of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of the Halifax Municipal Planning Strategy and Section 92 of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on [INSERT DATE], referenced as Municipal Case Number **18591**;

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

## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

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

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/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.

## **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 18591:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C-A	Ground Floor Plan – Townhouse Dwelling
Schedule C-B	Ground Floor Plan – Commercial Space
Schedule D-1A	North Elevation (Bilby Street) – Townhouse Dwelling
Schedule D-1B	North Elevation (Bilby Street) – Commercial Space
Schedule D-2	East Elevation
Schedule D-3	South Elevation
Schedule D-4	West Elevation
Schedule E	Preliminary Landscape Plan (Ground & Podium Levels)

### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the Development Officer with:

- a) Obtain subdivision approval from the Municipality in accordance with Section 3.5 of this Agreement;
  - b) a written confirmation and photographs demonstrating that the existing buildings on the Lands has been removed, in accordance with Section 3.5 of this Agreement;
  - c) a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.7 of this Agreement; and
  - d) an outdoor Lighting plan in accordance with Section 3.8 of this Agreement.
- 3.2.2 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, subject to its terms and conditions as generally illustrated on the Schedules attached hereto, are the following:
- (a) An 8-storey apartment house (multi-unit residential use); and
  - (b) One townhouse-style unit; or
  - (c) One non-residential uses as per clause 3.4.2 (b).

### **3.4 Detailed Provision for Land Use**

- 3.4.1 Ground-floor land uses shall be limited to uses permitted by Section 3.3.1(b) or 3.3.1(c), and as shown on Schedules C-A, C-B, D-1A and D-1B.
- 3.4.2 Further to Clause 3.4.1, the permitted ground-floor land uses are detailed as follows:
- (a) A townhouse-style unit shall:
    - i. be limited to one dwelling unit;
    - ii. consist of 2 storeys;
    - iii. comprise a minimum of 93.0 square meters (1,000 square feet) in gross floor area;
    - iv. contain at least 2 bedrooms;

- v. be permitted to include home occupation uses; and
- vi. be located within the ground floor of the building with frontage on Bilby Street.

(b) A non-residential use shall:

- i. be limited to a restaurant, an office space, a personal service shop, a retail shop, or a community facility, subject to the C-2A Zone provisions;
- ii. not exceed a maximum of 93.0 square metres (1,000 square feet) of gross floor area; and
- iii. be located within the ground floor of the building with frontage on Bilby Street.

3.4.3 A maximum of 35 residential dwelling units shall be permitted within the multiple-unit residential portion of the building.

3.4.4 The Developer shall provide the Development Officer with sufficient information to verify that the proposed development conforms to each of the following requirements:

(a) Height: The height of building above grade shall not exceed 24.4 metres (80 feet), and shall not include the underground parking garage. Height shall be defined as the vertical distance of the highest point of the roof above the mean grade of the finished ground adjoining the building along Bilby Street. Height exemptions included in the Halifax Peninsula Land Use By-law shall apply with the exception of penthouses;

(b) Population Density: The total density for the building shall not exceed a maximum of 80 persons. For the purposes of calculating population density on the Lands, the following shall apply:

- i. Bachelor units shall be assigned 1 person per unit;
- ii. One (1) Bedroom units shall be assigned 2 persons per unit; and
- iii. Two (2) Bedroom or more units shall be assigned 2.25 persons per unit;

(c) Further to 3.4.4(b), for the purposes of determining permissible density, one bedroom plus den units shall be considered one-bedroom units and two bedrooms plus den shall be considered two bedroom units;

(d) Unit Mix: A minimum of 55% of the residential units shall consist of 2 or more bedrooms per unit; and

(e) Amenity and Open Spaces: The proposed development shall include a minimum of 130 square metres (1,400.0 square feet) of amenity space within the building, a minimum of 65 square metres (700 square feet) of outdoor amenity space on the



third floor podium and a minimum of 571 square metres (6,150 square feet) of amenity space outside the building.

### **3.5 Demolition and Lot Consolidation**

- 3.5.1 As per Section 3.2.1 (b), the Developer shall remove all existing buildings and structures on the Lands prior to the issuance of a Development Permit.
- 3.5.2 The Developer shall submit a subdivision application to the Development Officer to consolidate the properties, as shown on Schedule B, into a single parcel. No Building Permit shall be issued until the consolidation plan has been approved.

### **3.6 Siting and Architectural Requirements**

- 3.6.1 The development shall be exempted from the detailed requirements of the R-3 (Multiple Dwelling) Zone of the Land Use By-law. Instead, the Schedules and written provisions of this Agreement shall apply.
- 3.6.2 The building's height, massing, exterior design and materials shall be as shown on the Schedules.
- 3.6.3 The building's exterior design shall be as shown on the Schedules.
- 3.6.4 Entrances to the 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, corner boards, fascia boards or an acceptable equivalent approved by the Development Officer.
- 3.6.5 The façades of the building facing Bilby Street shall be designed and detailed, as shown on the Schedules. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.6.6 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).
- 3.6.7 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 compliment the colour of the adjacent surface, except where used expressly as an accent.
- 3.6.8 Building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Bilby Street 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.

- 3.6.9 Windows for each component shall be designed as illustrated on the Schedules. All windows shall be vertical in orientation, or square. If shutters are used, they shall be sized to fit the opening and shall be provided for all windows. Windows shall be vertically proportioned, where possible.
- 3.6.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from adjacent properties.
- 3.6.11 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade and subject to the requirements of any other applicable by-law, statute or regulation.

### **3.7 Amenity Space and Landscaping**

- 3.7.1 The apartment house portion of the building shall include outdoor landscaped open space for the residents of the building. Outdoor landscaped open space shall be provided on the third floor podium and the building rooftop as shown on the Schedules.
- 3.7.2 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan, which complies with the provisions of this section. 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.
- 3.7.3 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.
- 3.7.4 Landscaped areas shall conform with the following:
  - (a) Provisions of new street trees along the Bilby Street frontages shall conform to the HRM Municipal Design Guidelines and shall be in consultation with HRM's Urban Forester and Development Engineer;
  - (b) Landscaped open spaces shall include any combination of trees, shrubs, flowers, grass or other horticultural, and decorative stonework, pavers, screening or other landscape architectural elements;
  - (c) The minimum requirement for landscaped open space horticultural elements shall be grass sod; and

(d) Further to 3.6.6, blank walls abutting adjacent residential properties on the south side of the building shall be tempered by introducing vegetation upon the wall of the building.

3.7.5 At the time of issuance of the Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement.

3.7.6 Notwithstanding Section 3.7.5, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a 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 unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.8 Parking, Access and Circulation**

3.8.1 Vehicular parking, circulation and access shall be in conformance with the following:

- (a) Vehicular parking shall be fully enclosed;
- (b) Parking area shall accommodate a maximum of 30 parking spaces;
- (c) Above-ground parking areas shall be as generally shown on Schedules C-A and C-B;
- (d) Notwithstanding clauses (b) and (c), up to one quarter (1/4) of the individual parking spaces may be reduced in size to a minimum of 8 feet by 17 feet; and
- (e) Bicycle parking shall be provided as per the requirements of the Halifax Peninsula Land Use By-law.

### **3.9 Outdoor Lighting**

3.9.1 An outdoor lighting plan shall be submitted to the Development Officer, prior to the issuance of a Development Permit.

- 3.9.2 Lighting required for each multiple unit dwelling shall be shown on the site plan and building drawings prior to the issuance of a Development Permit. Lighting required for each multiple unit dwelling shall be installed prior to the issuance of an Occupancy Permit.
- 3.9.3 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.
- 3.9.4 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

### **3.10 Maintenance**

- 3.10.1 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.
- 3.10.2 All disturbed areas shall be reinstated to original condition or better.

### **3.11 Signs**

- 3.11.1 All signage shall comply with requirements for signage in the C-2 (General Business) Zone of the Land Use By-law for Halifax Peninsula and shall further comply with the following:
  - (a) No ground sign shall be permitted on the Lands;
  - (b) One fascia signage shall be permitted for the commercial occupancy;
  - (c) One fascia signage shall be permitted for the apartment house;
  - (d) Block fascia signs shall not be internally illuminated or backlit however, individual lettering may be internally illuminated; and
  - (e) One (1) temporary ground sign depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. The temporary ground sign shall be removed prior to the issuance of the last residential occupancy permit.

### **3.12 Solid Waste Facilities**

All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further,

consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

### **3.13 Construction/Sales Structure**

A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The structure shall be removed from the Lands upon the issuance of the last Occupancy Permit.

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

### **4.1 General Provisions**

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

## **PART 5: Amendments**

### **5.1 Non-Substantive Amendments**

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

- (a) A reduction in the number of storeys;
- (b) Minor changes to the exterior architectural appearance of the building, which in the opinion of the Development Officer do not conform with the attached Schedules as per Section 3.1;
- (c) Changes to the landscaping requirements as detailed in Section 3.7, which in the opinion of the Development Officer do not conform with the attached Schedules as per Section 3.1;

- (d) The granting of an extension to the date of commencement of construction as identified in Section 6.3 of this Agreement; and
- (e) The length of time for the completion of the development as identified in Section 6.5 of this Agreement.

## **5.2 Substantive Amendments**

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **6.1 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.

### **6.2 Subsequent Owners**

- 6.2.1 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.
- 6.2.2 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).

### **6.3 Commencement of Development**

- 6.3.1 In the event that development on the Lands has not commenced within four (4) 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.
- 6.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed residential building.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1(d), 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.

#### **6.4 Completion of Development**

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

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use By-law, as may be amended from time to time.

#### **6.5 Discharge of Agreement**

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

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

### **PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

#### **7.1 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.

#### **7.2 Failure to Comply**

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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

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

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

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

**(Insert Registered Owner Name)**

\_\_\_\_\_  
Witness

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

**HALIFAX REGIONAL MUNICIPALITY**

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

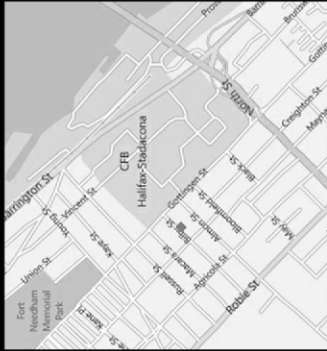
\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_  
MUNICIPAL CLERK





LEGEND

- Site Boundary
- Existing Internal Property Boundary (To be consolidated)
- Adjacent Property Boundary
- Point of Entry

Designer: K. Walters  
Planner: Blaise Morrison

VERSION  
**1.3**

CONCEPT PLAN - BILBY STREET  
HALIFAX, NOVA SCOTIA

F.H. CONSTRUCTION LIMITED  
DECEMBER 16, 2013  
131-14149100\_V13

SCALE  
7.5 5 2.5 0 12.5 m

NORTH



1 SPECTACLE LAKE DRIVE  
DARTMOUTH, NOVA SCOTIA CANADA B3B 3X7  
PHONE: 902-832-9655 - FAX: 902-832-1615 - WWW.WSPGROUP.COM

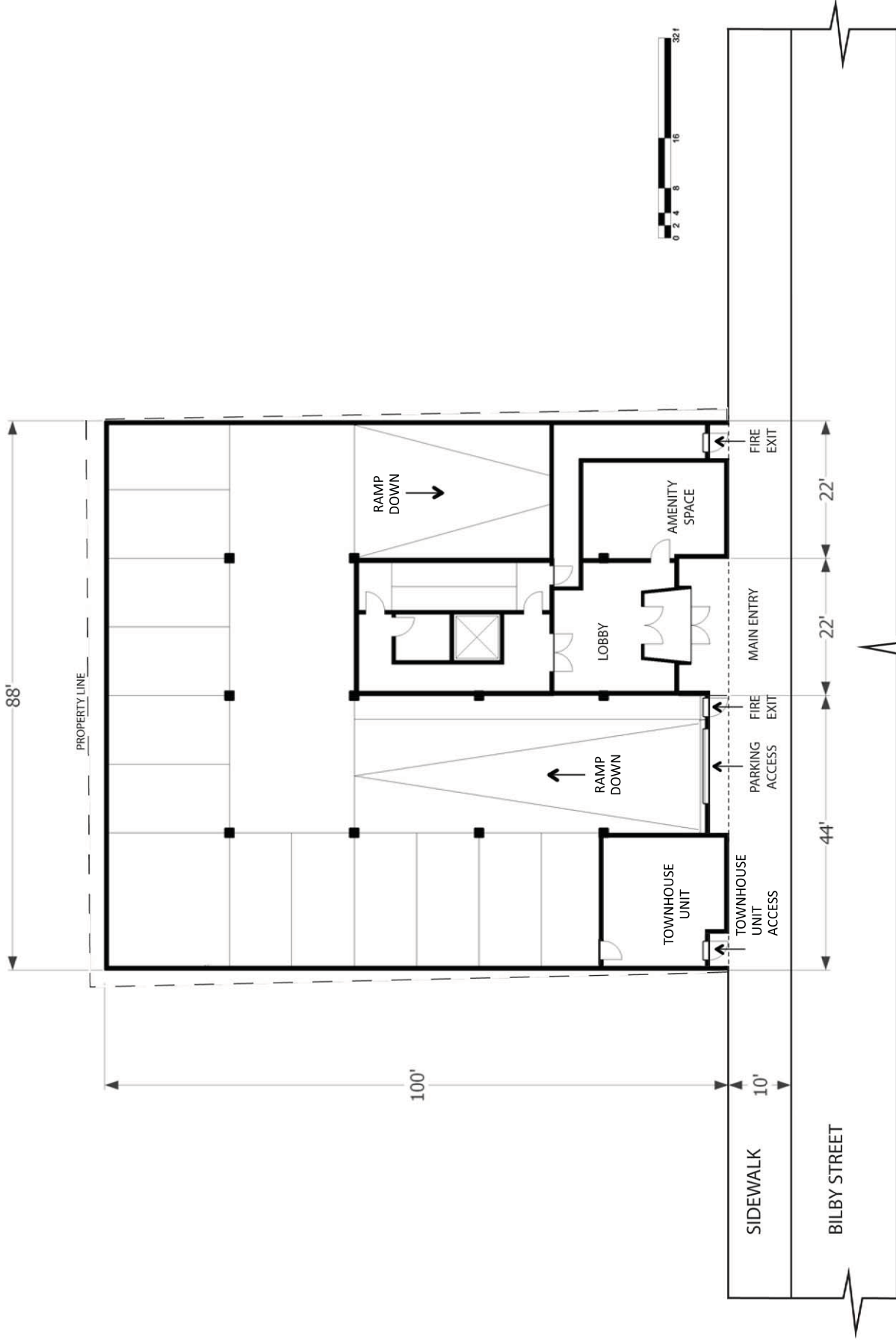
DATE:

17-JAN-2014



Schedule B - Site Plan  
Proposed Residential Development  
Bilby Street, Halifax





**Schedule C-A - Ground Floor Plan - Townhouse Dwelling**  
 Proposed Residential Development  
 Bilby Street, Halifax



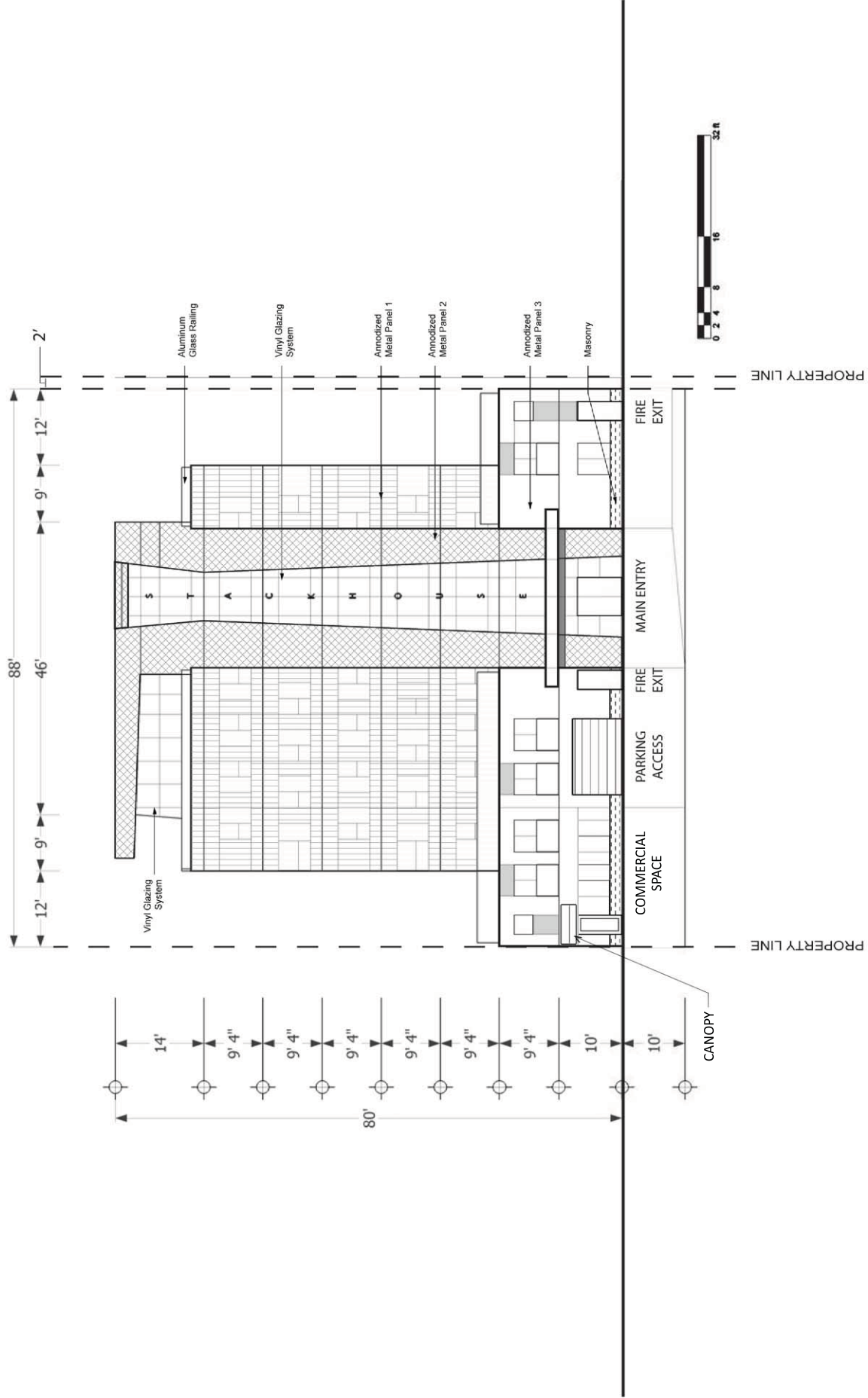


**Schedule C-B - Ground Floor Plan - Commercial Space**  
 Proposed Residential Development  
 Bilby Street, Halifax



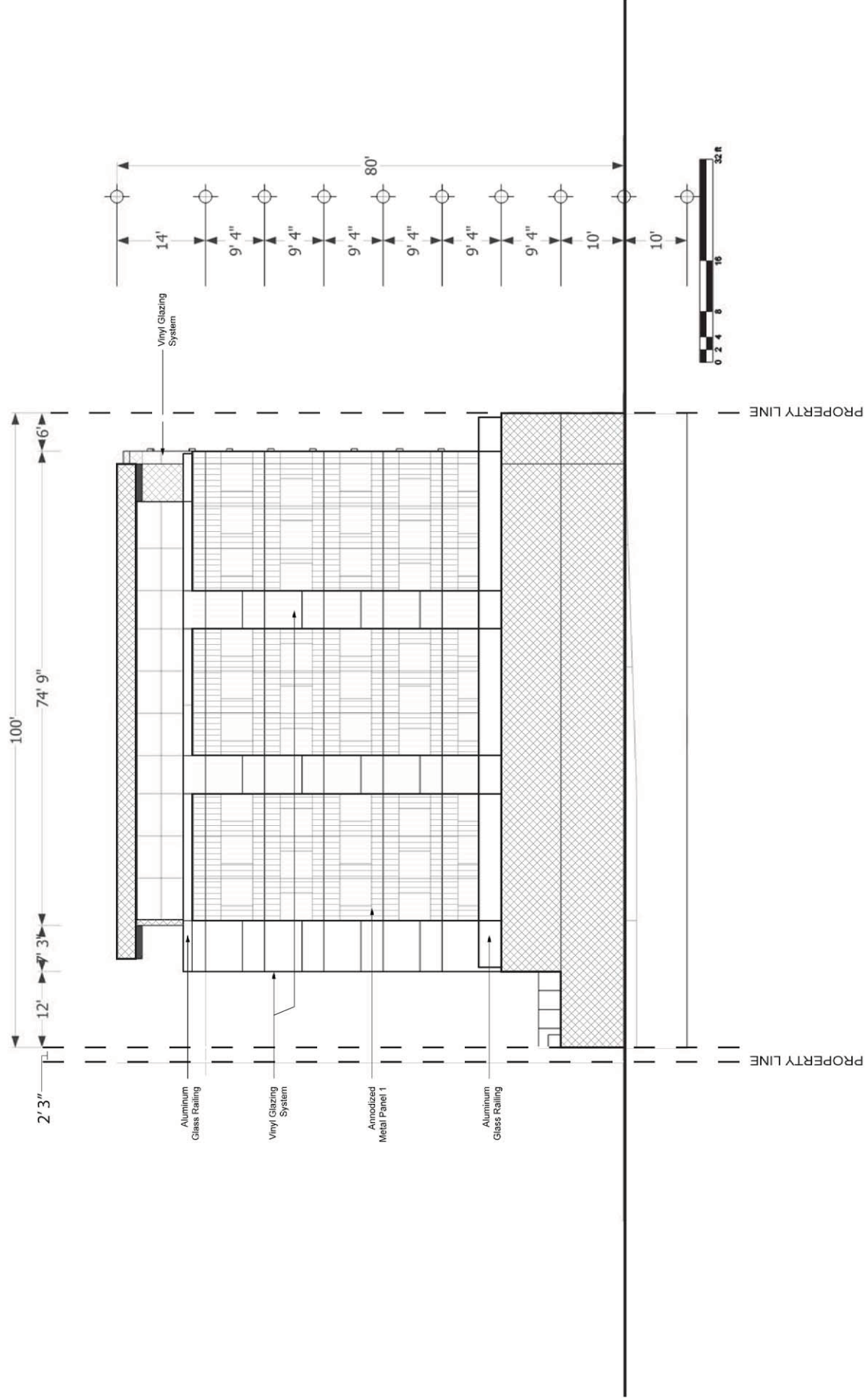






**Schedule D-1B - North Elevation (Bilby Street) - Commercial Space**  
 Proposed Residential Development  
 Bilby Street, Halifax

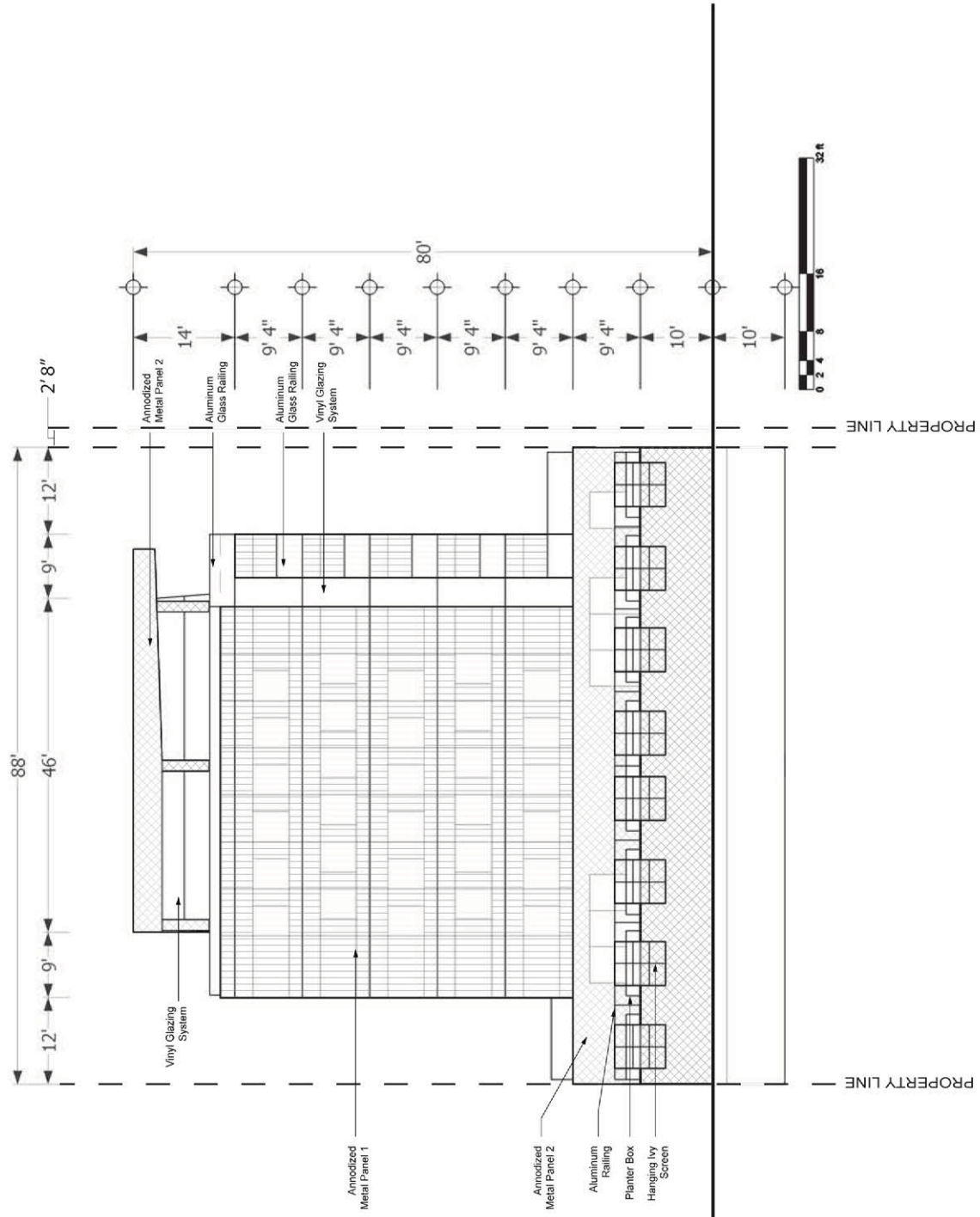




**Schedule D-2 - East Elevation**  
Proposed Residential Development  
Bilby Street, Halifax

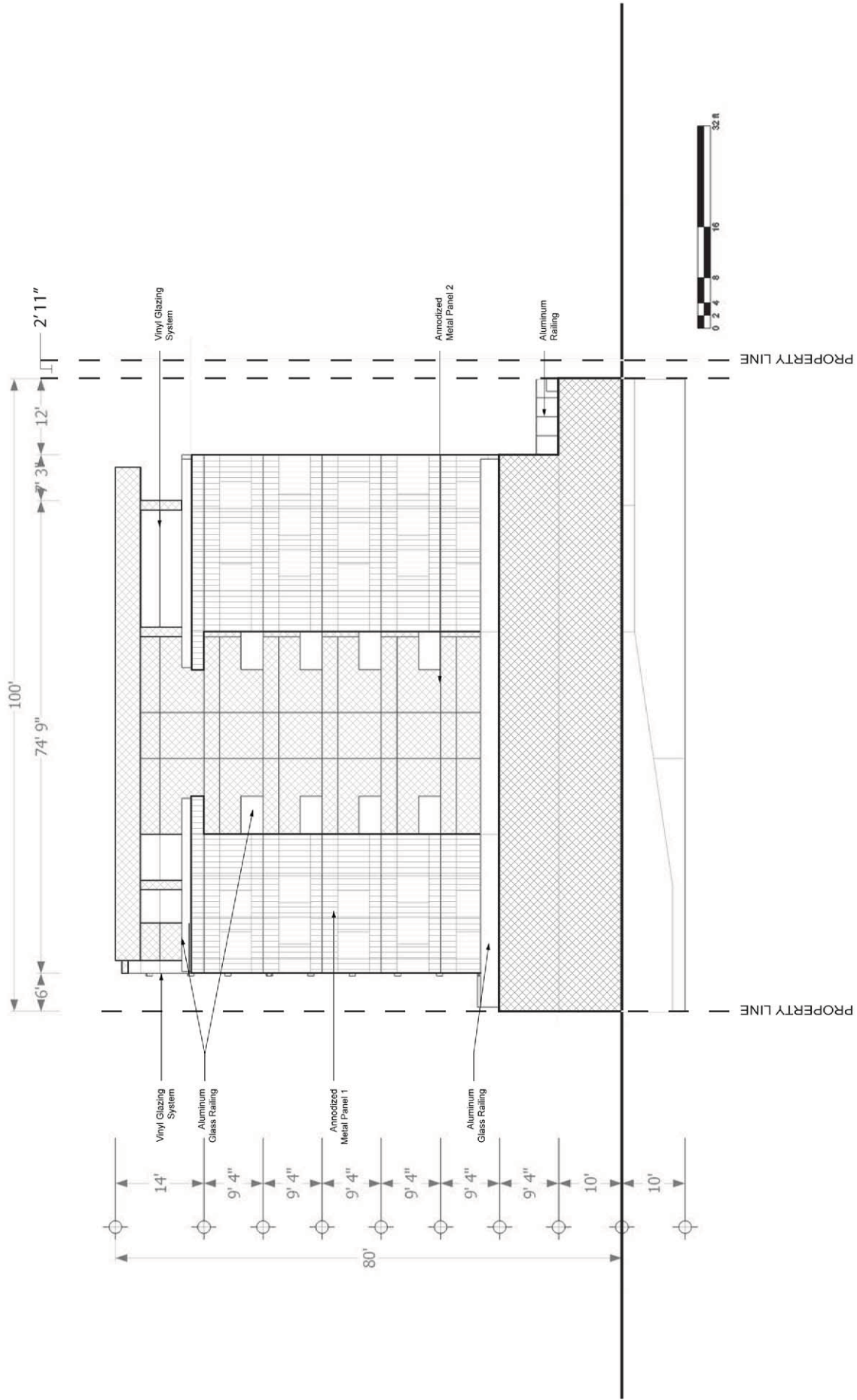
DATE:

17-JAN-2014



**Schedule D-3 - South Elevation**  
 Proposed Residential Development  
 Bilby Street, Halifax

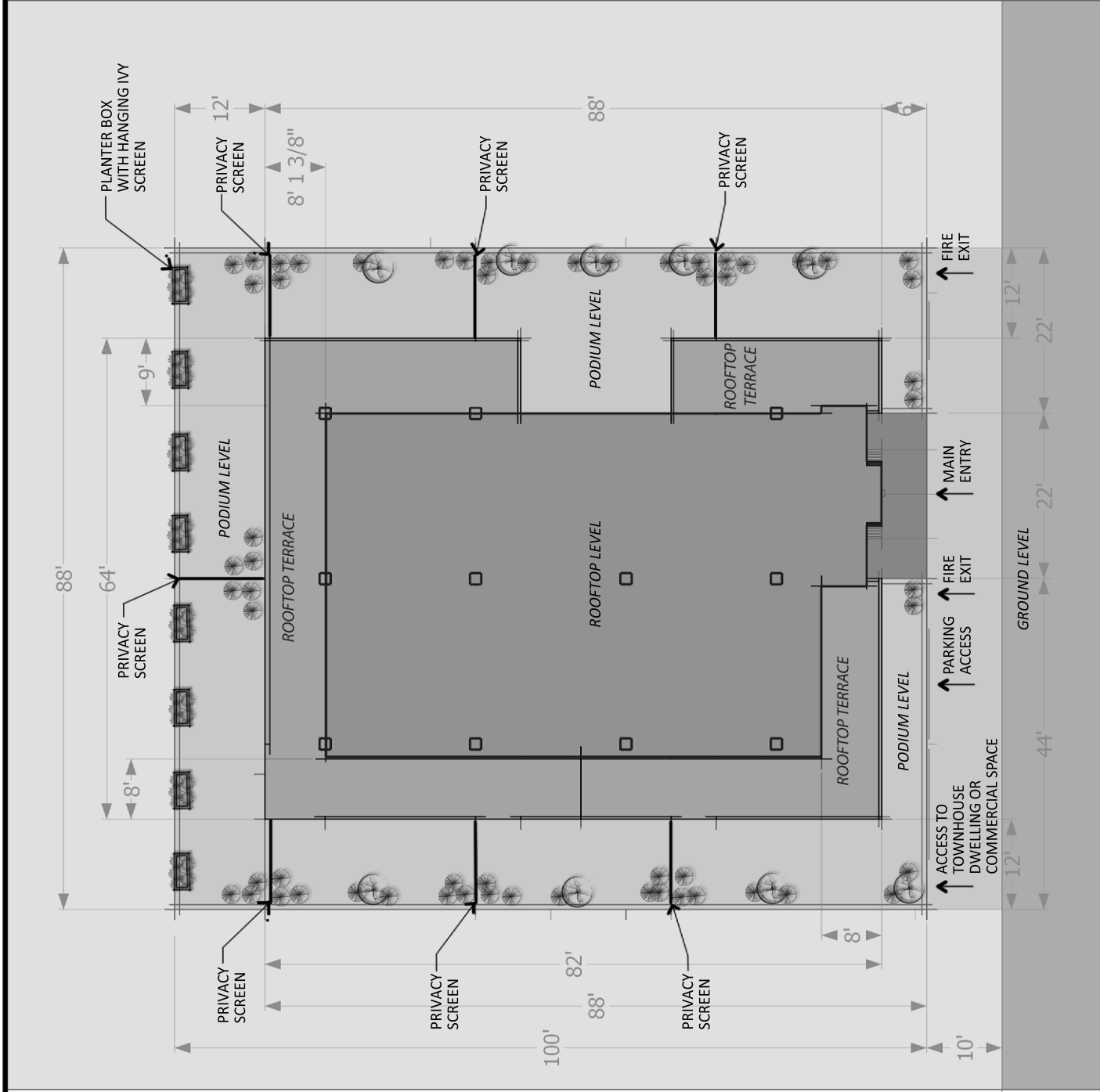




**Schedule D-4 - West Elevation**  
Proposed Residential Development  
Bilby Street, Halifax







**Note:**  
 Landscaped open space shall include any combination of trees, shrubs, flowers, grass or other horticultural, and decorative stonework, pavers, screening or other landscape architectural elements

**Schedule E - Preliminary Landscape Plan (Ground & Podium Levels)**

Proposed Residential Development  
 Bilby Street, Halifax

