



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

Item No. 10.1.3
Halifax and West Community Council
August 6, 2014

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

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

DATE: July 28, 2014

SUBJECT: **Case 16367: Herring Cove Road MPS and LUB Amendments and Development Agreement for 286/290 Herring Cove Road, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

- Application by W.M. Fares Group.
- On November 2, 2010, Regional Council initiated the MPS and LUB Amendment Process.
- On June 10, 2014, Regional Council approved MPS and LUB amendments for the area along the eastern side of Herring Cove Road between Circle Drive and Williams Lake Road in Halifax, including policy to consider apartment house (multi-unit residential) proposals by development agreement.

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, presented as Attachment A to 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 June 10, 2014, Halifax Regional Council and Halifax and West Community Council held a joint public hearing to consider proposed amendments to the Municipal Planning Strategy for Halifax (MPS) and the Land Use By-law for Halifax Mainland (LUB) for the area along the eastern side of Herring Cove Road between Circle Drive and Williams Lake Road in Halifax, (as shown on Map 1 of the February 24, 2014 staff report) as well as a proposed development agreement for a multi-unit residential development at 286/290 Herring Cove Road. Subsequent to the public hearing, Regional Council gave its approval to the proposed MPS and LUB amendments for the area along Herring Cove Road, including the consideration of new multi-unit residential development by development agreement. While the proposed development agreement for 286/290 Herring Cove Road was part of the public hearing process, it could not be approved by Community Council until the MPS and LUB amendments took effect.

The amendments to the MPS and LUB have since been reviewed by the Provincial Director of Planning as per Section 223 of the *Halifax Regional Municipality Charter*. These amendments became effective on July 26, 2014. Accordingly, it is now appropriate for Halifax and West Community Council to consider the 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 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 public workshop/information meetings held on February 3, 2011 and November 29, 2012. Further, a public hearing was held on June 10, 2014.

Notices of the public workshop/information meetings and public hearing were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 4 of the February 24, 2014 staff report.

ENVIRONMENTAL IMPLICATIONS

No additional environmental concerns were 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 and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Attachment A: Proposed Development Agreement

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

Report Prepared by: Miles Agar, LPP, Planner 1, Development Approvals, 490-4495

Original Signed

Report Approved by:

 Kelly Denty, Manager of Development Approvals, 490-4800

Attachment A: Proposed Development Agreement

THIS AGREEMENT made this day of , 2014,

BETWEEN:

[Insert Name of Corporation/Business LTD.]
a body corporate, in the Province of Nova Scotia

- and -

[Insert Individual's name.]
an individual, in the Halifax Regional Municipality [**or other applicable County**],
in the Province of Nova Scotia [**or other Province**],

(both 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 286 and 290 Herring Cove Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for an apartment house development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 1.2.6, 1.2.7, and 1.2.8 of Section X of the Halifax Municipal Planning Strategy and Section 72(3) of the Halifax Mainland 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 **16367**;

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

- 1.1.1 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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer and/or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

- 1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

- 1.5.1 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

- 1.6.1 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

- 2.1.1 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

- 2.2.1 The following word used in this Agreement shall be defined as follows:

- (a) **“Indoor Amenity Space”** means common amenity areas located within an apartment house, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 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 16367:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Outdoor Amenity Space
Schedule E	West Elevation
Schedule F	East Elevation
Schedule G	North Elevation
Schedule H	South Elevation

Schedule I Exterior Lighting Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide four (4) copies of the following to the Development Officer:
- (a) A detailed Site Disturbance plan prepared by a Professional Engineer in accordance with Section 5.1.1 (a) and Section 3.5.2 of this Agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (b) and Section 3.5.2 of this Agreement; and
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (c) and Section 3.5.2 of this Agreement.
- 3.2.2 Site work on the Lands shall not commence unless the Development Officer has issued a letter confirming the plans required pursuant to Section 3.2.1 of this Agreement have been submitted and are in conformance with Section 3.5.2 of this Agreement.
- 3.2.3 Prior to the issuance of a Development Permit, the Developer shall provide to the Development Officer:
- (a) An approved subdivision plan in accordance with Subsection 3.7.1 of this Agreement. This subdivision plan shall demonstrate the Lands have been consolidated into one lot;
 - (b) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 of this Agreement; and
 - (c) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4.1 of this Agreement.
- 3.2.4 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the Development Officer with certification from a member in good standing of the Canadian Society of Landscape Architects indicating that the Developer has complied with the landscaping provisions of this Agreement, or the posting of security in accordance with Sections 3.8.5 and 3.8.6 respectively.
- 3.2.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any use permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this

Agreement.

3.3 General Description of Land Use

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

- (a) An apartment house; and
- (b) Uses accessory to the foregoing use.

3.4 Detailed Provisions for Land Use

3.4.1 A maximum of 42 residential dwelling units shall be permitted within the apartment house.

3.4.2 A minimum of 21 of the residential dwelling units shall consist of 2 or more bedrooms.

3.5 Siting and Architectural Requirements

3.5.1 The location, size, exterior design and materials of the apartment house shall conform with the Schedules of this Agreement.

3.5.2 No development or disturbance of any kind shall be permitted within the Limit of Disturbance Area as shown on Schedule C of this Agreement.

3.5.3 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.) as identified on the Schedules.

3.5.4 Any exposed foundation in excess of one (1) foot in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

3.6 Access, Circulation and Parking (Vehicle and Bicycle)

3.6.1 Vehicular parking shall include a combination of underground parking and exterior surface parking to accommodate a minimum of 47 vehicular parking spaces. Exterior surface parking shall be limited to a maximum of 17 spaces. Up to 25 percent of the parking spaces may be reduced in size to 8 feet by 17 feet.

3.6.2 Vehicular access and exterior surface parking area for the apartment house shall be provided as shown on the Schedules, and shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the

opinion of the Development Officer. No portion of the vehicular surface parking area shall be less than 100 feet from the wetland shown on Schedule B of this Agreement.

- 3.6.3 The limits of the vehicular access and exterior surface parking area for the apartment house shall be defined by continuous concrete curbing.
- 3.6.4 Bicycle parking for the apartment house shall be provided as required by the Halifax Mainland Land Use By-law, as amended from time to time. A hard finished surface such as concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer, shall be provided between the outside bicycle parking areas shown on the Schedules and the main pedestrian walkway at the front of the building.

3.7 Lot Consolidation

- 3.7.1 The Lands shall be consolidated into one lot. No Development Permit shall be issued until subdivision approval is provided by the Municipality, and the approved subdivision has been recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia.
- 3.7.2 Provided the terms of this Agreement have been fulfilled, the Municipality shall consent to the registration of a condominium on the Lands through the Condominium Act.

3.8 Amenity Space, Landscaping, and Fencing

- 3.8.1 The apartment house shall include outdoor amenity space for the residents of the building. Outdoor amenity space shall be provided on the podium at the rear of the apartment house as shown on the Schedules.
- 3.8.2 The apartment house shall include Indoor Amenity Space for the residents of the building. Indoor Amenity Space shall adjoin the outdoor amenity space required by Section 3.8.1 of this Agreement, and shall allow for common access to the required outdoor amenity space. Indoor Amenity Space shall be a minimum of 400 square feet.
- 3.8.3 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with, in the opinion of the Development Officer, the overall intentions of the Landscape Plan shown on Schedule C of this Agreement. 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.
- 3.8.4 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.

- 3.8.5 Prior to the 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 Agreement.
- 3.8.6 Notwithstanding Section 3.8.5, an 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 security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.
- 3.8.7 The outdoor amenity space on the podium at the rear of the apartment house, as shown on the Schedules, shall include decorative pavers and landscaping.
- 3.8.8 Planting on the podium shall be carefully selected for their ability to survive in a podium environment. Rooftop trees shall be located in planting beds or containers. Approximately 50 percent of the plant material shall be evergreen or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm. (2 ft.). It is the responsibility of the Developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop and podium.
- 3.8.9 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as pergolas, benches, etc. shall be provided to the Development Officer or shall be noted on the Landscape Plan as required by Section 3.8.3, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.
- 3.8.10 A fence shall be constructed to the south and to the north of the apartment house as shown on Schedule C of this Agreement. Fencing shall be five (5) feet in height and be

constructed of black aluminium posts, post caps, and pickets. Each black aluminium picket shall be spaced a minimum of four (4) inches on centre, and each fence post shall be anchored into a concrete footing.

3.9 Signs

3.9.1 Signage shall be limited to the following:

- (a) No ground sign shall be permitted on the Lands;
- (b) One fascia sign shall be permitted on the trim board immediately above the main entrance to the building for the purposes of identifying the development;
- (c) The fascia sign shall be constructed of individual letters, which may be internally illuminated or backlit. All individual letters used to create this fascia sign shall not occupy a surface area greater than 20 feet in width and 3 feet in height; and
- (d) 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 occupancy permit.

3.10 Building and Site Lighting

3.10.1 The Lands and apartment house shall be illuminated as shown on Schedule I of this Agreement.

3.10.2 Lighting required pursuant to Section 3.10.1 shall be directed away from adjacent lots and buildings and shall use a full cut-off design. Lighting shall be shown on the Schedules B, E, F, G and H prior to the issuance of a Construction Permit. Prior to the issuance of the first Occupancy Permit, lighting required pursuant to Section 3.10.1 shall be installed.

3.10.3 Any additional 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.

3.10.4 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.

3.11 Functional Elements

3.11.1 All vents, down spouts, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

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

3.12 Maintenance, Outdoor Storage, and Refuse Collection

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

3.12.2 All refuse and recycling materials shall be contained within the apartment house.

3.12.3 No outdoor storage shall be permitted on the Lands.

3.12.4 The private collection of refuse and recyclables on the Lands shall occur only between the hours of 9:00 a.m. and 7:00 p.m. The hours specified under this section shall apply seven (7) days a week.

3.13 Construction/Sales Structure

3.13.1 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 prior to 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: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

5.1.1 Prior to the commencement of any site work on the Lands, including grade alteration or tree removal other than that required for preliminary survey purposes or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer four (4) copies of a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer four (4) copies of a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer four (4) copies of a detailed Site Grading and Stormwater Management Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate Stormwater Management System. The Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.2 Stormwater Management System

5.2.1 The Developer agrees to construct at its own expense the Stormwater Management System pursuant to Subsection 5.1.1(c). The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

5.3 Failure to Conform to Plans

- 5.3.1 If the Developer fails at any time during any site work or construction to fully conform to the approved Schedules as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

5.4 Archaeological Monitoring and Protection

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

PART 6: AMENDMENTS

6.1 Substantive Amendments

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

6.2 Non-Substantive Amendments

- 6.2.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council (for greater certainty, these items do not include changes which, in the opinion of the Development Officer, are in conformance with the Schedules):
- (a) minor changes to the architectural requirements and exterior architectural appearance or materials as detailed in Section 3.5 which, in the opinion of the Development Officer, do not conform with the corresponding Schedules;
 - (b) minor changes to the landscaping requirements as detailed in Section 3.8 which, in the opinion of the Development Officer, do not conform with the corresponding Schedules;
 - (c) changes to the date of commencement of development specified in Section 7.3; and
 - (d) changes to the date of completion of development specified in Section 7.5.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within four (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.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

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

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after six (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
 - (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

- 8.1.1 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

- 8.2.1 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

Case 16367: Schedule C - Landscape Plan

LEGEND

- DECIDUOUS TREE
- CONIFEROUS TREE
- SHRUB AND ORNAMENTAL GRASSES
- PERENNIALS
- AREAS TO BE SEEDDED OR SEEDDED AND RETAINED
- AREAS OF ABANDONMENT AND RETENTION
- LIMIT OF DISTURBANCE

WM FARES GROUP
ARCHITECTS ENGINEERS PLANNERS

266, 290 HERRING COVE RD.
RALEIGH, NORTH CAROLINA

HERRING COVE RD. PROPOSAL

LANDSCAPE PLAN

REVISONS

NO.	DATE	DESCRIPTION
1	11.05.13	ISSUE FOR REVIEW

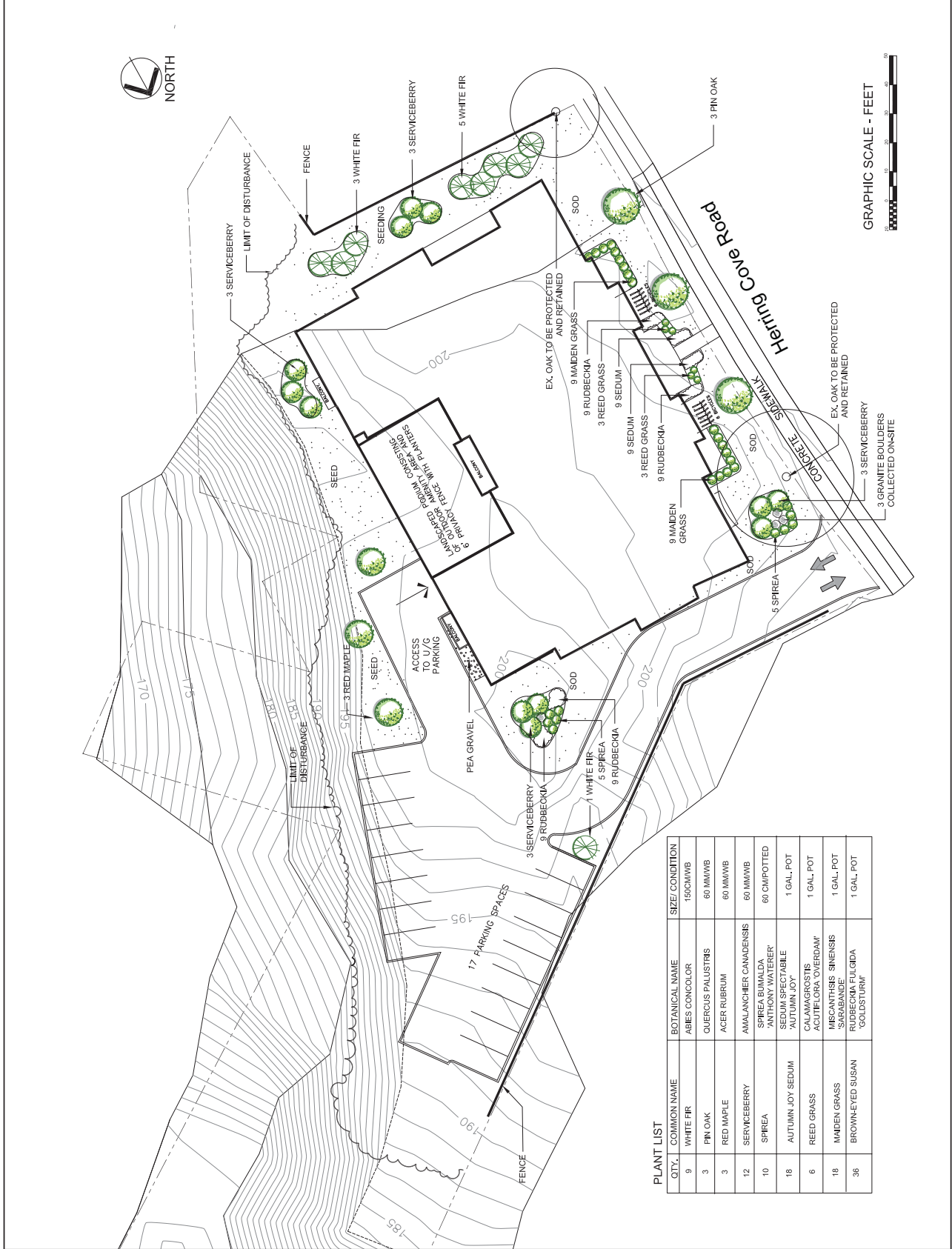
SCALE AS NOTED DATE: MAY 2013

DATE MDP

DESIGNER GJK

PROJECT 2008-119

1101



PLANT LIST

QTY.	COMMON NAME	BOTANICAL NAME	SIZE/ CONDITION
9	WHITE FIR	ABIES CONCOLOR	150CMWB
3	PIN OAK	QUERCUS PALAISTRIS	60 MMWB
3	RED MAPLE	ACER RUBRUM	60 MMWB
12	SERVICEBERRY	AMALANCHIER CANADENSIS	60 MMWB
10	SPIREA	SPIREA BUMALDA 'ANTHONY WATERER'	60 CM/POTTED
18	AUTUMN JOY SEDUM	SEDUM SPECTABILE 'AUTUMN JOY'	1 GAL. POT
6	REED GRASS	CALAMAGROSTIS ACUTIFLORA 'OVERDAM'	1 GAL. POT
18	MAIDEN GRASS	MISCANTHUS SINENSIS 'SARABANDE'	1 GAL. POT
38	BROWN-EYED SUSAN	RUDEBECKIA FULGIDA 'GOLDSTURM'	1 GAL. POT



Case 16367: Schedule D - Outdoor Amenity Space



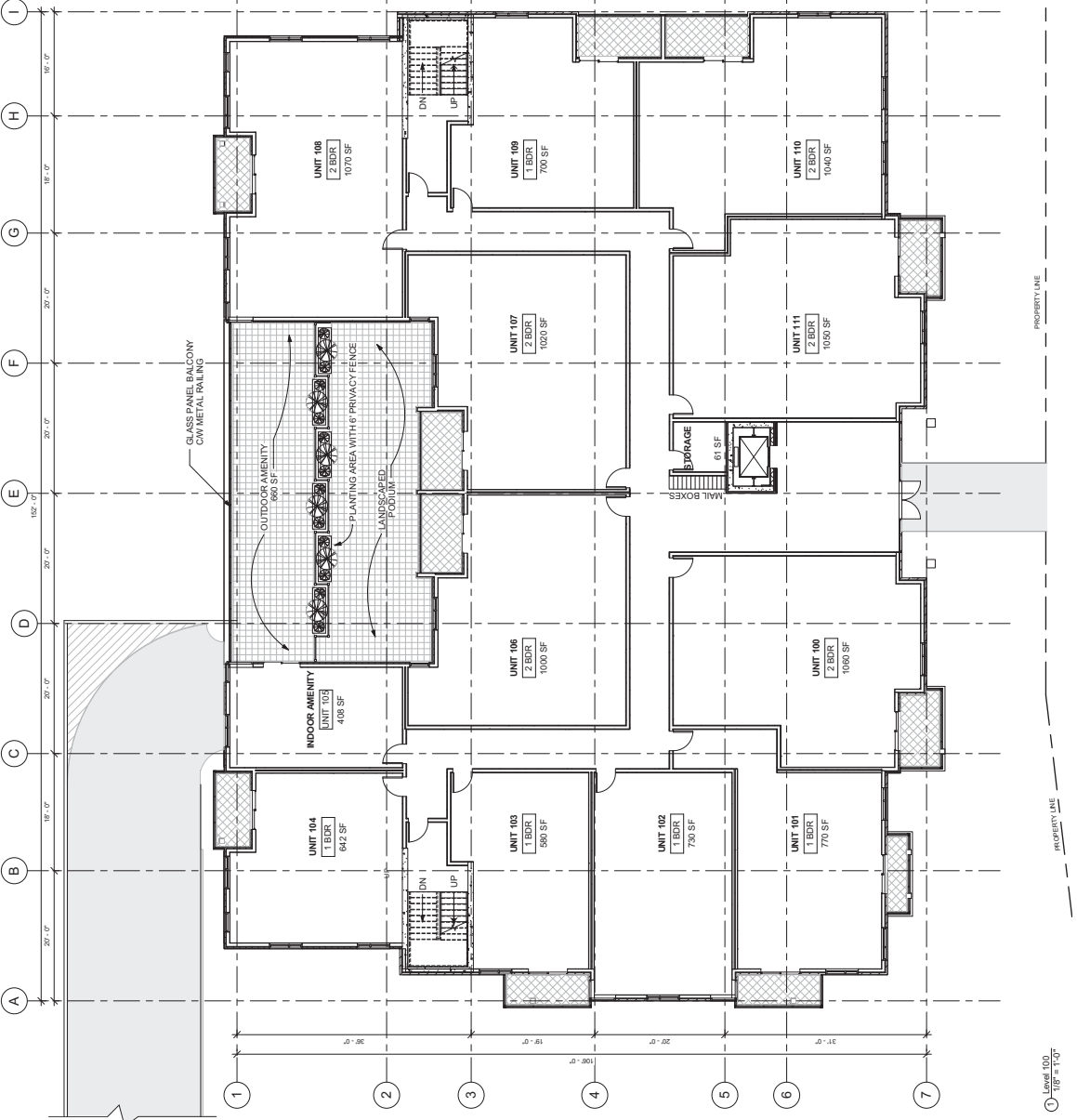
No.	Description	Date
1	ISSUED FOR PERMIT	2/20/13

HERRING COVE ROAD

FLOOR PLAN LEVEL 100

Scale	1/8" = 1'-0"	Date	JUNE 2013
Drawn by	JG	Sheet	
Checked by	RM		
Project number	2008-19		

A3



Level 100
1/8" = 1'-0"

Case 16367: Schedule E - West Elevation

PLD 50:52:12:43Z:6/16/2013



No.	Description	Date
1	ISSUED FOR PERMIT	2013.06.13

Stamp
Proposed

HERRING COVE ROAD

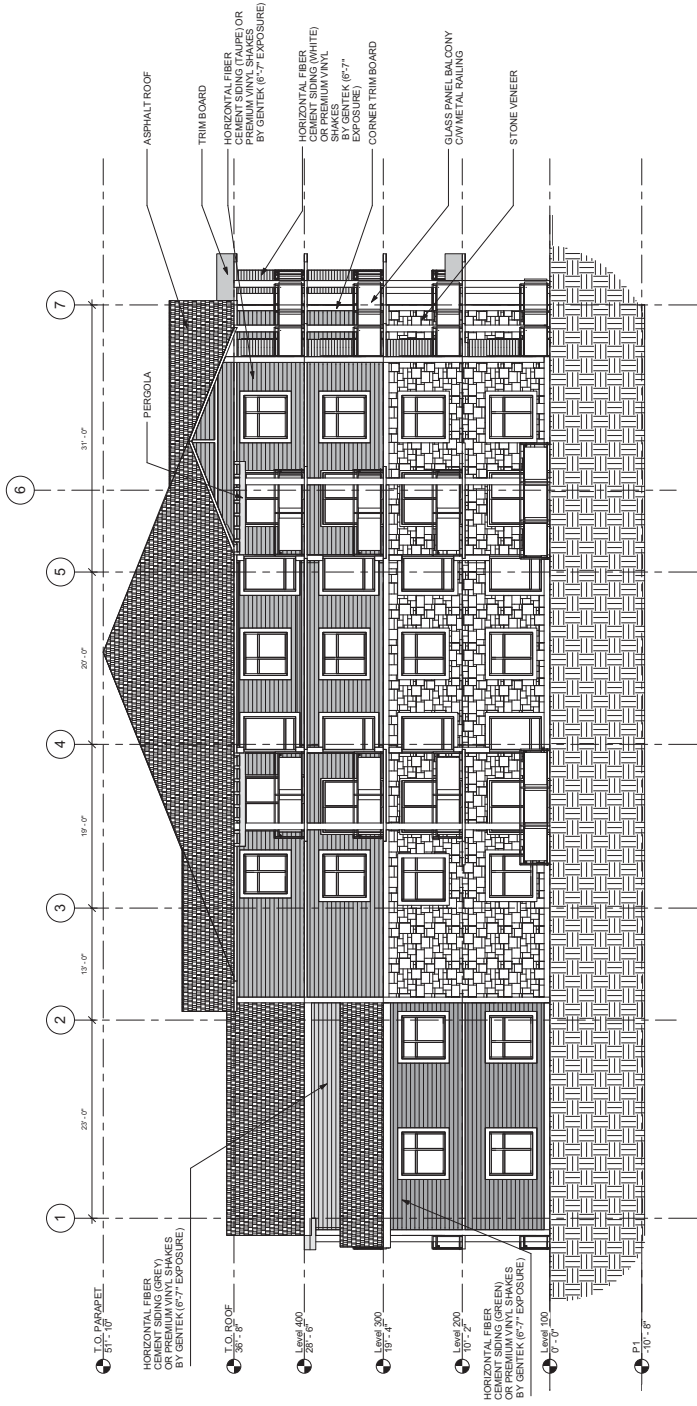
ELEVATION - WEST

References

Scale	Date
1:7.8	JUNE 2013

Drawn by JG
Checked by RM
Project number 2008-19

A12



West 1:7.8

WM FARES GROUP
ARCHITECTS | ENGINEERS | PLANNERS

No.	Description	Date
1	ISSUED FOR PERMIT	2008-19

1650 16th Street, Suite 300, Denver, CO 80202
Tel: 303.733.3100
www.wmfares.com

No.	Description	Date
1	ISSUED FOR PERMIT	2008-19

Stamp

Proposed

HERRING COVE ROAD

ELEVATION - EAST

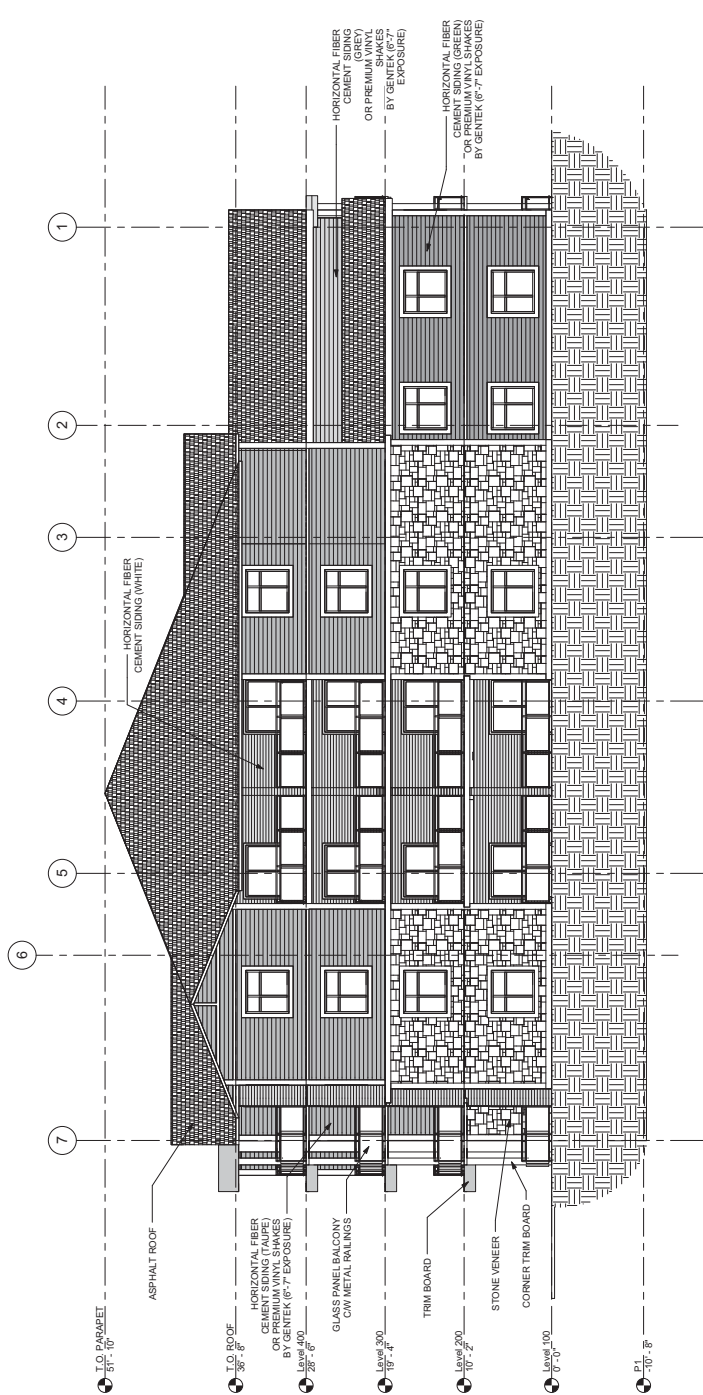
Title

Reference

Scale	Date	Sheet
1:178	JUNE 2013	

Drawn by	Checked by	Project number
JG	RM	2008-19

A13



Case 16367: Schedule G - North Elevation

WM FARES GROUP
ARCHITECTS | ENGINEERS | PLANNERS
1000 West 17th Street, Suite 200
Denver, CO 80202
Tel: 303.733.1100
Fax: 303.733.1101
www.wmfares.com

No.	Description	Date
1	ISSUED FOR PERMIT	2/20/13

Stamp

Proposed

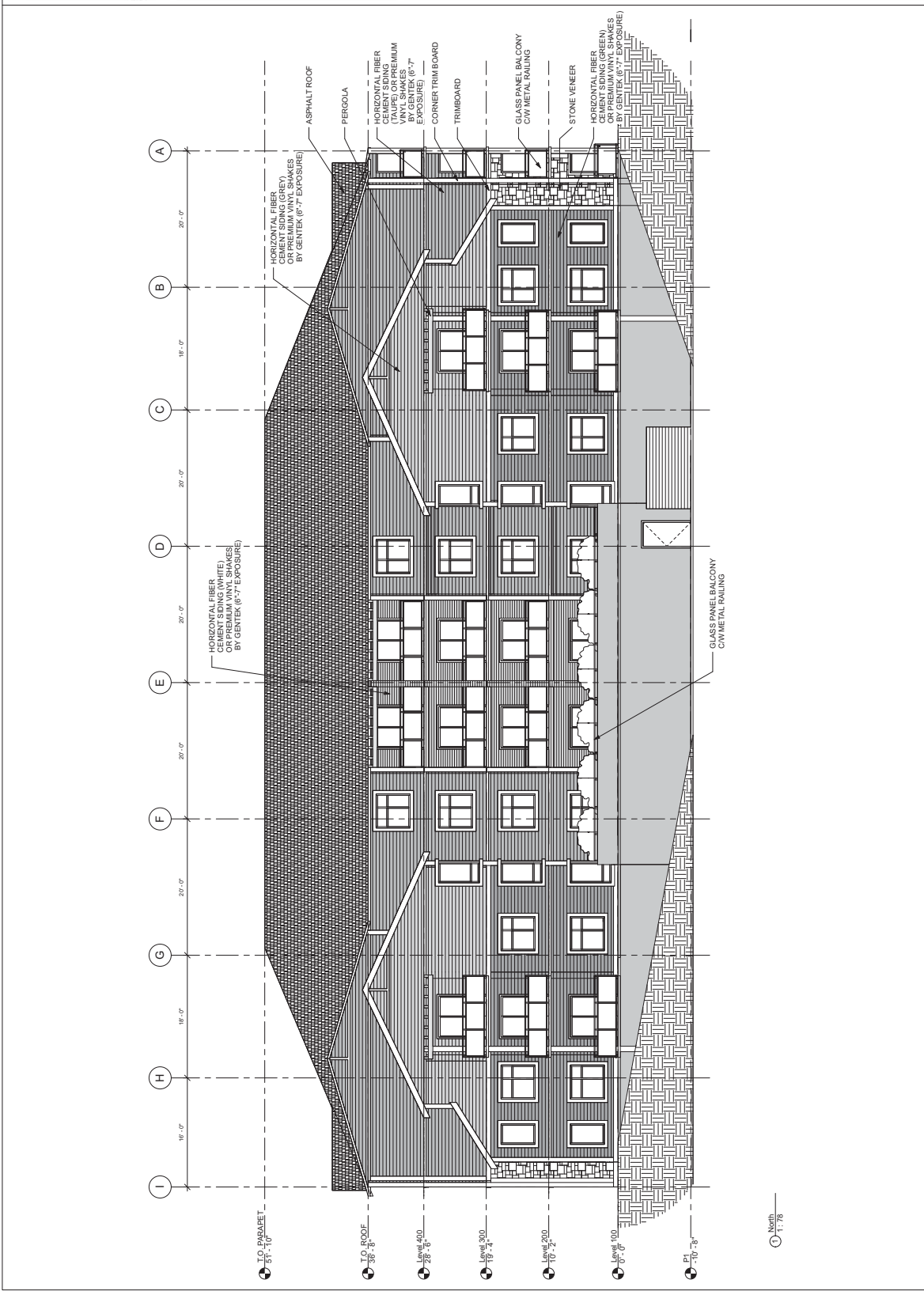
HERRING COVE ROAD

ELEVATION - NORTH

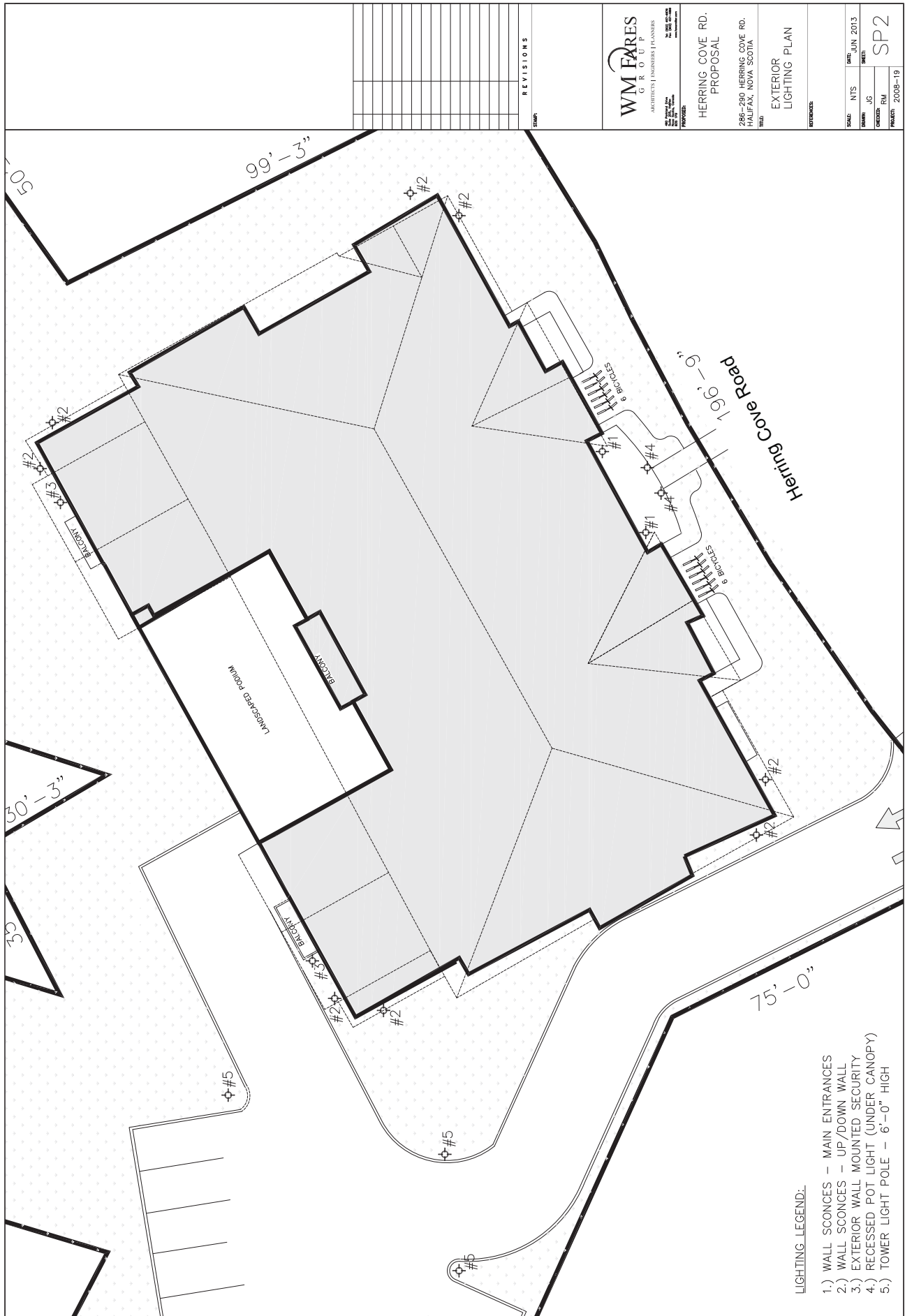
References

Scale	1:78	Date	JUNE 2013
Drawn by	JG	Sheet	
Checked by	RM	Project number	2008-19

A11



Case 16367: Schedule I - Exterior Lighting Plan



NO.	REVISIONS

WM FAIRES GROUP
 ARCHITECTS | ENGINEERS | PLANNERS

HERRING COVE RD.
 PROPOSAL

286-290 HERRING COVE RD.
 HALIFAX, NOVA SCOTIA

TITLE:
 EXTERIOR LIGHTING PLAN

DATE: JUN 2013

DRAWN BY: JG

CHECKED BY: RM

SHEET: SP2

PROJECT: 2008-19

- LIGHTING LEGEND:**
- 1.) WALL SCONCES - MAIN ENTRANCES
 - 2.) WALL SCONCES - UP/DOWN WALL
 - 3.) EXTERIOR WALL MOUNTED SECURITY
 - 4.) RECESSED POT LIGHT (UNDER CANOPY)
 - 5.) TOWER LIGHT POLE - 6'-0" HIGH