



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

Halifax and West Community Council
February 17, 2015

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

SUBMITTED BY: Bob Bjerke, Chief Planner and Director, Planning & Development

DATE: January 14, 2015

SUBJECT: **Case 18548 – LUB Amendment and Development Agreement – 2215
Gottingen Street, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

- Application by The Housing Trust of Nova Scotia,
- June 17, 2014 approval by Halifax and West Community Council of an amendment to the Halifax Peninsula Land Use By-law to include 2215 Gottingen Street, Halifax, within Schedule Q (amendment to Map ZM-2),
- Decision by Nova Scotia Utility and Review Board dated December 12, 2014 dismissing an appeal of Council's approval of the Land Use By-law amendment.

LEGISLATIVE AUTHORITY

- *Halifax Regional Municipality Charter (HRM 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 June 17, 2014, Halifax and West Community Council held a public hearing to consider proposed amendments to the Halifax Peninsula Land Use By-law (LUB), as well as a proposed development agreement, to permit a 9-storey building containing up to 126 residential units and ground-level commercial space at 2215 Gottingen Street 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 property within Schedule Q. This decision of Community Council was appealed to the Nova Scotia Utility and Review Board. The Board released a decision on December 12, 2014 which upheld the decision of Council.

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 following the URB decision on January 13, 2015, Community Council is now in a position to consider the proposed development agreement as contained in Attachment A of this report.

FINANCIAL IMPLICATIONS

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2014/15 budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on October 10, 2013 and a Public Hearing on June 17, 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 May 6, 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. A decision of Community Council to approve the proposed development agreement is appealable to the NS Utility and Review Board as per Section 262 of the HRM Charter.
2. Halifax and West Community Council may choose to refuse the proposed development agreement. Pursuant to the *Halifax Regional Municipality Charter*, Community Council and in doing so must provide reasons why the agreement is not reasonably consistent with 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/140520hwcc312.pdf>

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 (902) 490-4210, or Fax (902) 490-4208.

Report Prepared by: Mitch Dickey, Planner, Development Approvals, (902) 490-5719

Original Signed 

Report Approved by: _____
Kelly Denty, Manager of Development Approvals, (902) 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
(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 Gottingen Street, Prince William Street and Maitland Street, identified as 2215 Gottingen Street, 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 a mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of Section XI 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 , 2014, referenced as Municipal Case Number 18548;

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 Regional Subdivision By-law

Except as otherwise provided for herein, the development, subdivision and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law 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

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 18548:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Floor Plan, Maitland Street Level
Schedule D	Floor Plan, Prince William Street Level
Schedule E	Floor Plan, Gottingen Street Level
Schedule F	West Elevation, Gottingen Street
Schedule G	North Elevation, Prince William Street

Schedule H	East Elevation, Maitland Street
Schedule I	South Elevation
Schedule J	Preliminary Landscape Plan

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) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.6 of this Agreement;
 - (b) An outdoor lighting plan 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.
- 3.2.2 At the time of issuance of the Occupancy Permit, a letter prepared by a member in good standing of the Canadian Society of Landscape Architects shall be provided to the Development Officer certifying that all landscaping has been completed according to Section 3.6 of this Agreement.
- 3.2.3 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

The use(s) of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, are the following:

- (a) Non-residential uses permitted by the C-2A (Minor Commercial) Zone, except for service stations and billboards;
- (b) An apartment house (multiple-unit residential uses); and
- (c) Uses accessory to any of the foregoing uses.

3.4 Detailed Provisions for Land Use

- 3.4.1 Ground-floor land uses on Gottingen Street shall be limited to commercial uses permitted by Section 3.3(a), except that a portion of the space shown as Commercial on Schedule E may be used as residential space pursuant to Section 3.4.2.
- 3.4.2 Ground floor uses on Prince William Street and Maitland Street shall be limited to residential uses only, exclusive of a parking garage entrance from Prince William Street except as shown on Schedule D.
- 3.4.3 A maximum of 124 residential dwelling units shall be permitted within the multiple-unit residential portion of the building. Notwithstanding this limitation, two additional residential units (for a total of 126) may be permitted if located on the Gottingen Street level.
- 3.4.4 A maximum of 1022 square metres (11,000 square feet) of commercial space (including Community Room and offices of the Developer) is permitted.
- 3.4.5 The Building shall contain the following mix of residential unit types:

- (i) a maximum of 10 studio units,
- (ii) a maximum of 97 one-bedroom units;
- (iii) a minimum of 15 two-bedroom units; and
- (iv) a minimum of 4 three-bedroom units.

3.5 Architectural Requirements

- 3.5.1 The building's height, massing, exterior design and materials shall be as shown on the Schedules. A minimum of three colours shall be required for any publicly-viewed façade.
- 3.5.2 The maximum height of the building shall not exceed 28.9 metres (95 feet) above Gottingen Street. Height shall be defined as the vertical distance of the highest point of the roof, excluding any mechanical rooftop equipment, above the mean grade of the finished ground adjoining the building along Gottingen Street.
- 3.5.3 Upper floors of the Building shall be stepped back from the building line of the lower-level space, as shown on Schedules F through I, inclusive.
- 3.5.4 Commercial and residential lobby entrances 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.
- 3.5.5 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.).
- 3.5.6 All concrete pillars adjacent to a street shall be designed and constructed to include decorative design elements that will add visual interest. These elements may include banners, art panels or additional landscaping.
- 3.5.7 Any exposed foundation in excess of 0.61 metres (2 feet) in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.8 Fixed or retractable awnings are permitted at ground floor level on Gottingen Street and Prince William Street 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.
- 3.5.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design. Further, the Building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Gottingen Street, Maitland Street or Prince William Street. 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.
- 3.5.10 Where barrier free access is required for any entrances, it will be accommodated on site and shall not impact the existing grade of any HRM sidewalk.

3.6 Amenity Space and Landscaping

- 3.6.1 A minimum of 1100 square metres (11,840 square feet) of a combination of indoor and outdoor common amenity space shall be provided. This space shall consist of a mix of balconies, terraces, at grade landscaped areas, and shall include a community room on the Prince William Street Level, and a common room on the Gottingen Street Level with an adjacent roof deck.

- 3.6.2 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan, for the outdoor landscaped open space, which complies with the provisions of this section and with the preliminary design shown as on Schedule J. 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.
- 3.6.3 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.
- 3.6.4 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.
- 3.6.5 Upon the 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.
- 3.6.6 Notwithstanding Section 3.6.5, provided that the weather and time of year at the time of issuance of the Occupancy Permit 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.
- 3.6.7 Street trees shall be provided along the Prince William Street and Maitland Street frontages, and shall conform to the HRM Municipal Design Guidelines in consultation with HRM's Urban Forester and Development Engineer.

3.7 Signs

- 3.7.1 All signage shall comply with requirements for signage in the C-2 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 sign shall be permitted for each commercial occupancy;
 - (c) One fascia sign shall be permitted for the multiple unit dwelling;
 - (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.

3.8 Building and Site Lighting

- 3.8.1 An outdoor lighting plan shall be submitted to the Development Officer, prior to the issuance of a Development Permit.
- 3.8.2 All lighting shall be directed away from adjacent lots and buildings and shall use a full cut-off design. Lighting required for each multiple unit dwelling shall be shown on the site plan and building drawings prior to the issuance of a Construction Permit. Lighting required for each multiple unit dwelling shall be installed prior to the issuance of an Occupancy Permit.
- 3.8.3 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.
- 3.8.4 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.

3.9 Functional Elements

- 3.9.1 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 or complement the colour of the adjacent surface, except where used expressly as an accent.

3.10 Maintenance

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

3.11 Solid Waste Facilities

The Building shall include, within its underground parking area, designated space for five stream source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

3.12 Outdoor Storage and Display

- 3.12.1 No outdoor storage shall be permitted on the Lands.
- 3.12.2 The outdoor display of materials which are available for purchase from retail uses on the Lands is permitted adjacent to the Gottingen Street frontage.

3.13 Parking and Bicycle Facilities

- 3.13.1 Vehicular parking shall be fully enclosed and shall accommodate a minimum of 70 vehicular parking spaces. Up to 80 percent of the parking spaces may be reduced in size to 2.44 metres (8 feet) by 5.18 metres (17 feet).
- 3.13.2 The Developer shall provide bicycle parking pursuant to the Land Use By-law for Halifax Peninsula.

3.14 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: ENVIRONMENTAL PROTECTION MEASURES

5.1 Sulphide Bearing Materials

The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Substantive Amendments

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

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 plans attached as Schedules B to J:

- (a) Additional commercial land uses other than those permitted by Section 3.3;
- (b) Changes to the minimum and maximum commercial floor area requirements and dwelling unit type and mix requirements established by Section 3.4;
- (c) Changes to the Schedules regarding exterior details such as window design and proportion, and variations to cladding materials, which, in the opinion of the Development

- Officer, do not conform with Schedules C to F as required by Section 3.5;
- (d) Changes to the amenity space and landscaping requirements of Section 3.6;
 - (e) Changes to the sign requirements of Section 3.7;
 - (f) Reduction in the number of parking spaces required under Section 3.13;
 - (g) The granting of an extension to the date of commencement of construction as specified in Section 7.3; and
 - (h) The length of time for the completion of the development as specified in Sections 7.4 and 7.5.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within three 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

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

If the Developer fails to complete the development after five 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

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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (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:

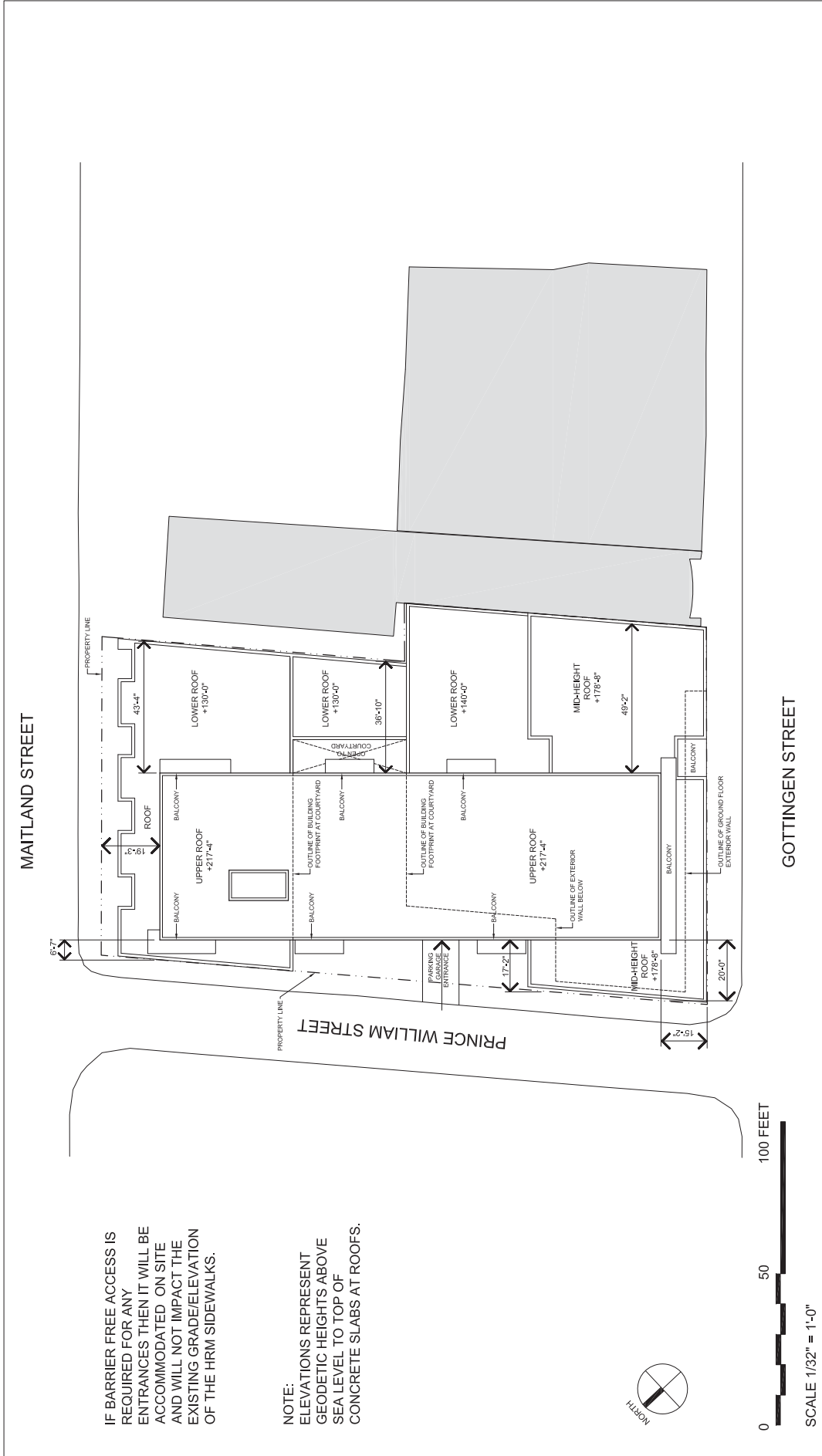
Witness

Per: _____
MAYOR

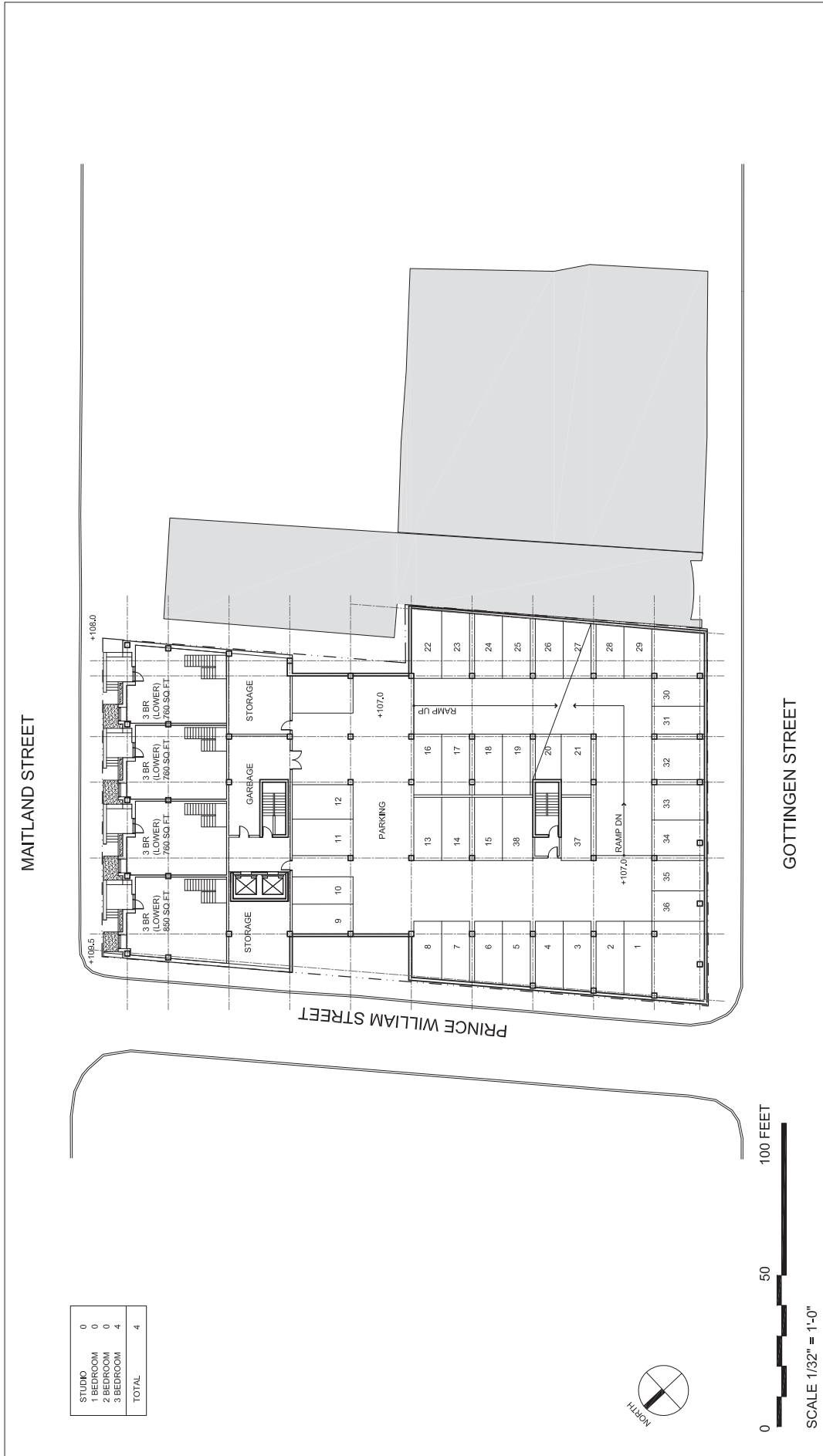
Witness

Per: _____
MUNICIPAL CLERK

Schedule B - Site Plan

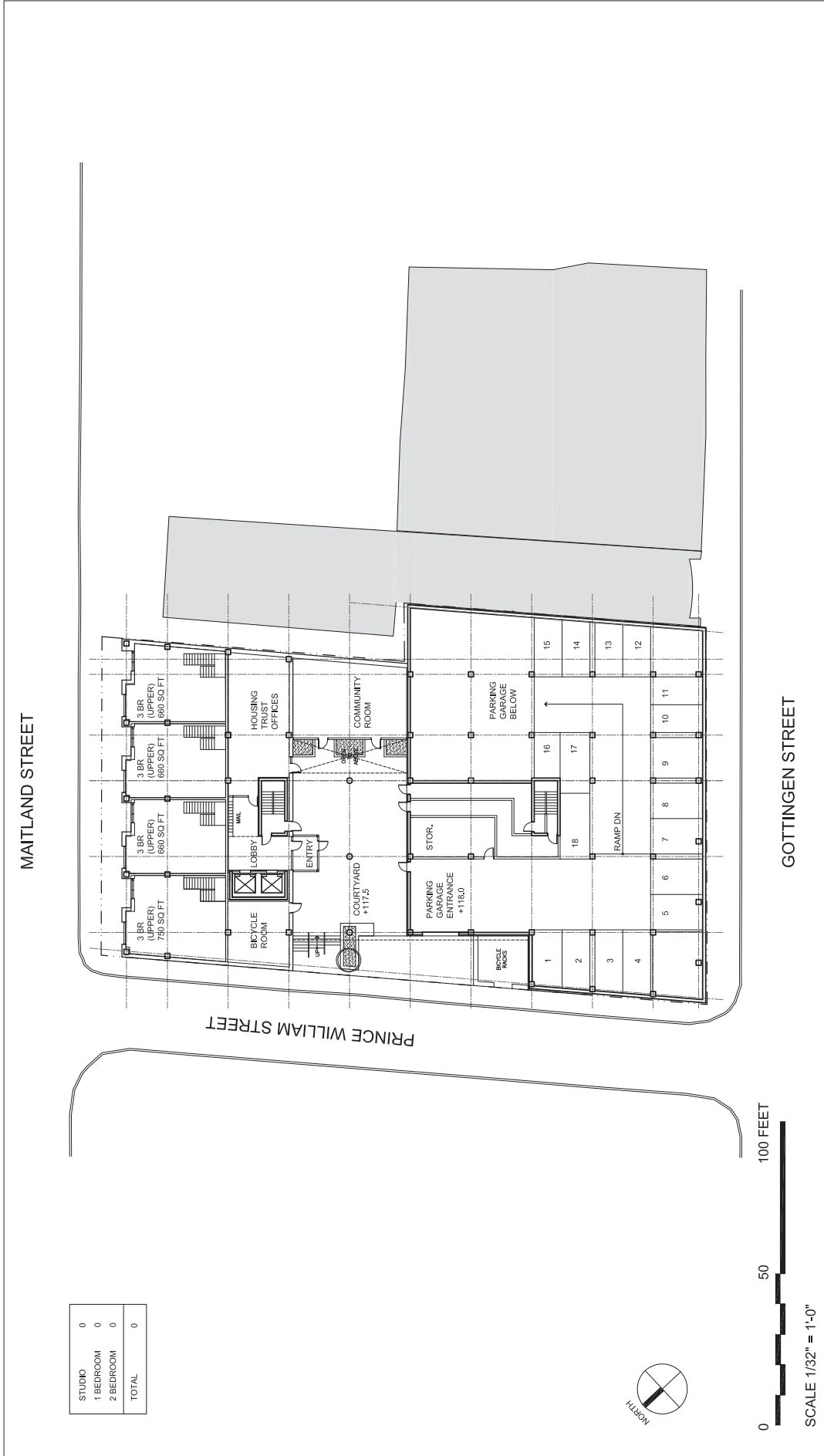


Schedule C - Floor Plan, Maitland Street Level

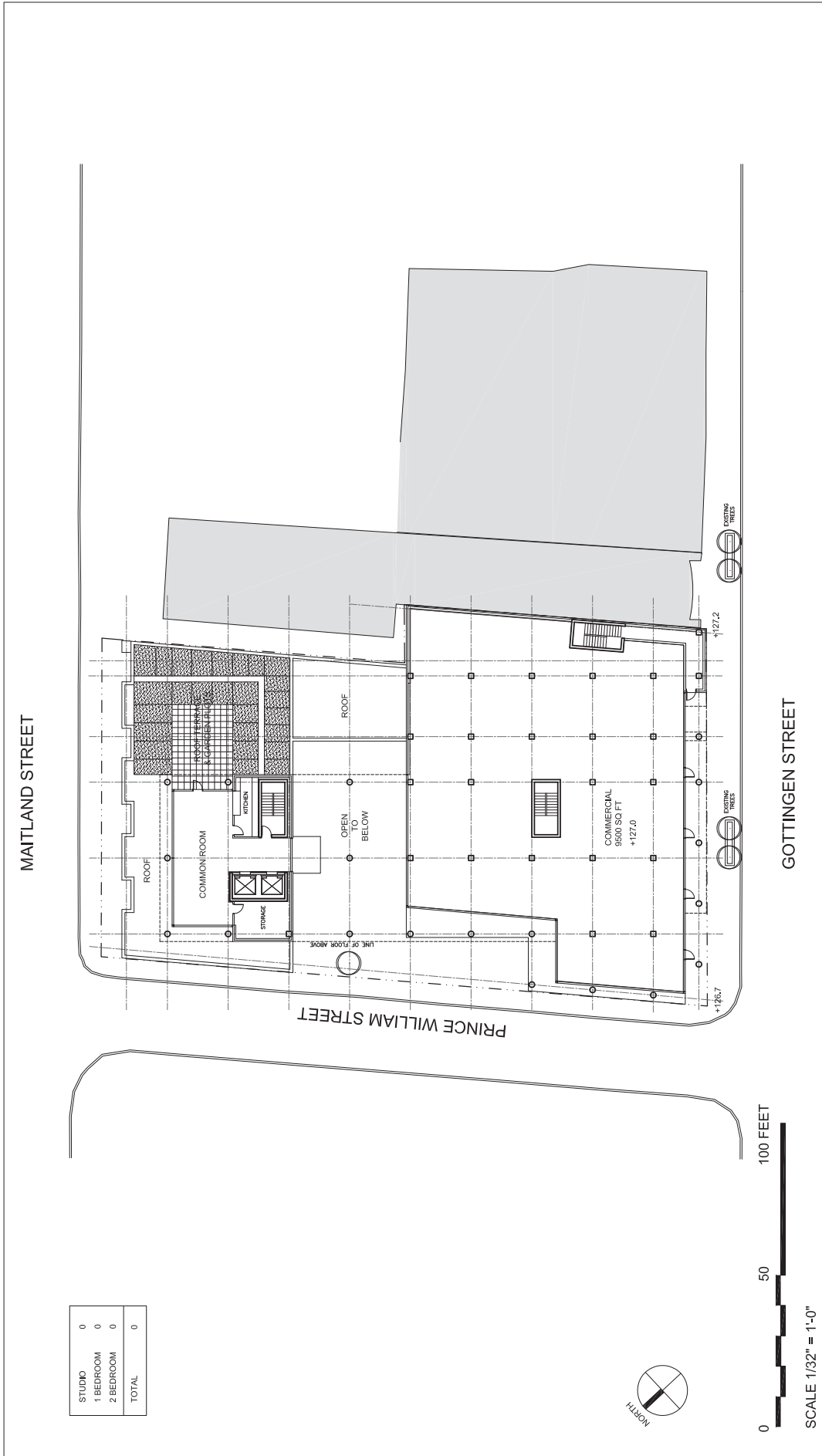


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2 BEDROOM	0
3 BEDROOM	4
TOTAL	4

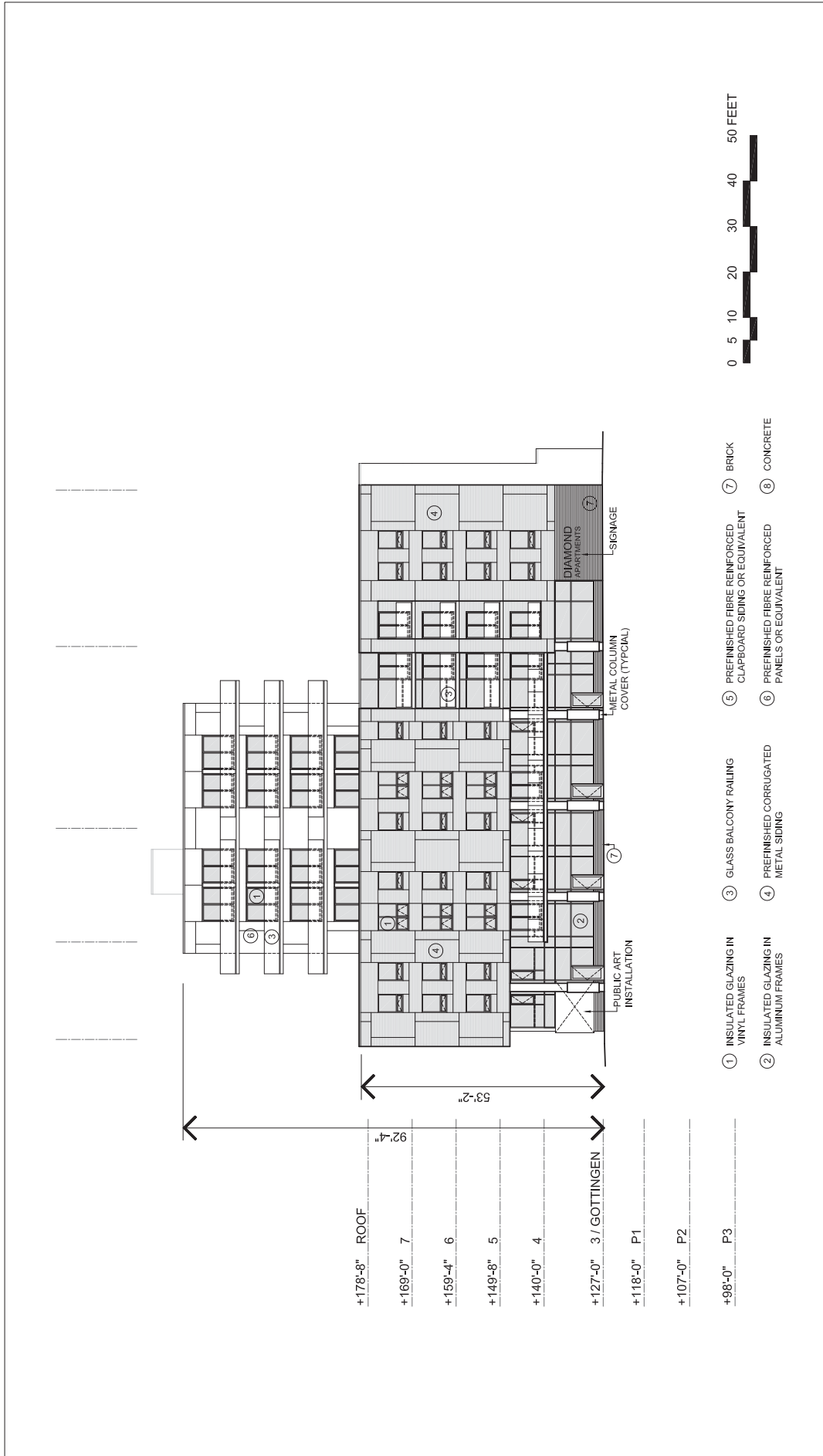
Schedule D - Floor Plan, Prince William Street Level



Schedule E - Floor Plan, Gottingen Street Level



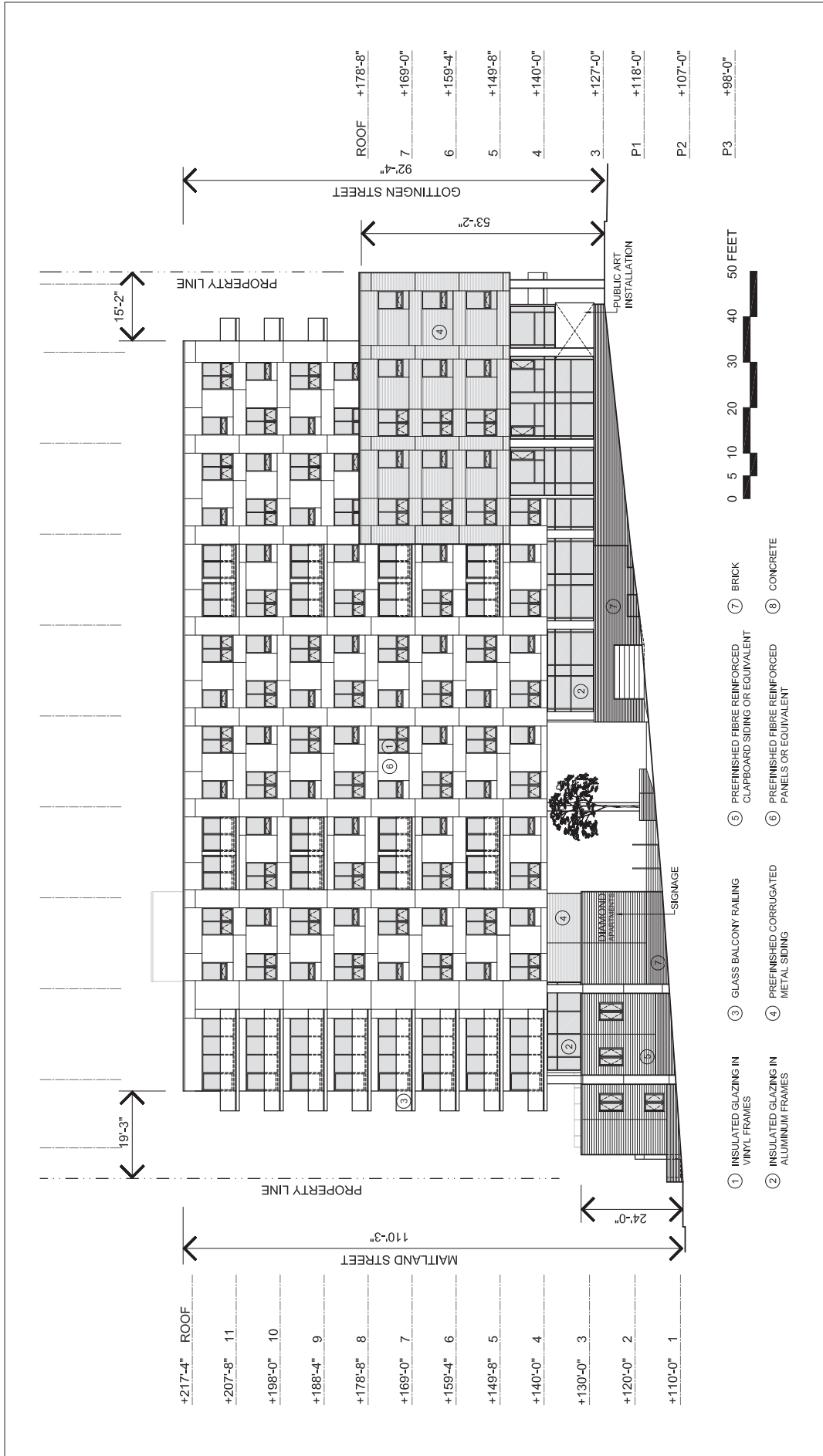
Schedule F - West Elevation, Gottingen Street



HOUSING TRUST OF NOVA SCOTIA
GOTTINGEN STREET DEVELOPMENT

LYDON LYNCH
ARCHITECTURE

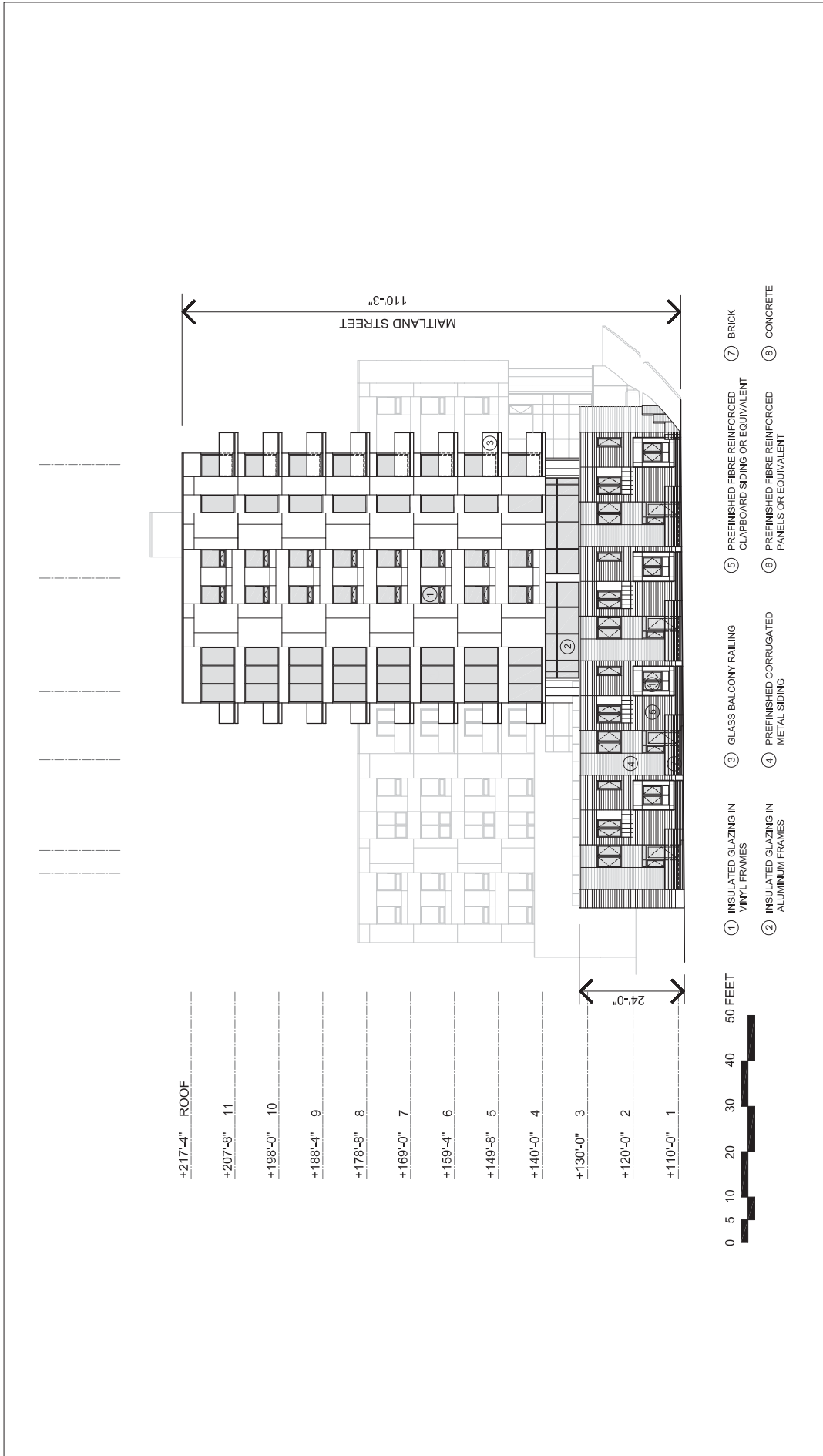
Schedule G - North Elevation, Prince William Street



HOUSING TRUST OF NOVA SCOTIA
GOTTINGEN STREET DEVELOPMENT

LYDON LYNCH
ARCHITECTURE

Schedule H - East Elevation, Maitland Street



HOUSING TRUST OF NOVA SCOTIA
GOTTINGEN STREET DEVELOPMENT

LYDON LYNCH
ARCHITECTURE

Schedule I - South Elevation

