



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

Halifax and West Community Council  
September 23, 2013

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

**SUBMITTED BY:** Original Signed by \_\_\_\_\_  
Brad Anguish, Director, Community and Recreation Services

**DATE:** August 26, 2013

**SUBJECT:** Case 18254: Development Agreement – 2776-2778 Gottingen Street,  
Halifax

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### **SUPPLEMENTARY REPORT**

#### **ORIGIN**

- Application by Cantwell and Company Ltd.
- On August 7, 2013, Halifax and West Community Council approved an amendment to the Halifax Peninsula Land Use By-law to include 2776-2778 Gottingen Street, Halifax in 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, 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 August 7, 2013, 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 the development of an 8-storey mixed-use building containing multi-unit residential uses in conjunction with ground-level commercial at 2776-2778 Gottingen Street, 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 in Schedule Q. Following the expiration of the 14 day appeal period, the LUB amendment became effective.

As noted in the June 26, 2013 staff report, Community Council could not make a decision on the proposed development agreement until the LUB amendment became effective. The LUB amendment became effective on August 24, 2013, and 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 January 23, 2013 and a Public Hearing held on August 7, 2013.

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 4 of the June 26, 2013 staff report.

## **ENVIRONMENTAL IMPLICATIONS**

No implications have been identified.

## **ALTERNATIVES**

1. Community Council may choose to approve the proposed development agreement, as contained in Attachment A of this report. This is the staff recommendation. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

2. Community Council may choose to refuse to approve the development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended for the reasons discussed above. A decision of Council to reject this development agreement, with or without a public hearing, is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
3. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.

### **ATTACHMENTS**

Attachment A:            Proposed Development Agreement

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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:            Miles Agar, LPP, Planner, Development Approvals, 490-4495

Original Signed by

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

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**THIS AGREEMENT** made this       day of       , 2013,

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

- and -

OF THE SECOND PART

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;

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, subdivision and use of the Lands shall comply with the requirements of the Land Use By-law for Halifax Peninsula 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.

### **2.2 Definitions Specific to this Agreement**

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

- (a) 'streetwall' means the three storey portions the building facing and abutting a street, which does not include minor recesses for elements such as doorways or intrusions such as bay windows.
- (b) 'window muntin bar' means a metal or vinyl strip separating and holding panes of glass in a window.

## **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 18254:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Parking Garage Plan
Schedule E	First Floor Plan
Schedule F	Roof Deck
Schedule G	East Elevation
Schedule H	South Elevation

Schedule I	West Elevation
Schedule J	North Elevation
Schedule K	Exterior Building and Parking Lot Lighting

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

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

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.6 of this Agreement; and
- (b) 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 Upon 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 Section 3.6.5.

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 are the following:

- (a) Non-residential uses permitted by the C-2A (Minor Commercial) Zone, with the exception of a bowling alley, motion picture theatre, service station, billboard, and commercial recreation uses;
- (b) A lounge in conjunction with a permitted restaurant;
- (c) An apartment house (multiple-unit residential uses); and
- (d) Uses accessory to any of the foregoing uses.

### **3.4 Detailed Provisions for Land Use**

3.4.1 Ground-floor land uses shall be limited to uses permitted by Section 3.3(a) and Section

3.3(b). The remaining floors shall include multiple-unit residential, open space and accessory uses only.

3.4.2 A maximum of 70 residential dwelling units shall be permitted within the multiple-unit residential portion of the building.

3.4.3 A minimum of 22 of the residential dwelling units shall consist of 2 or more bedrooms.

### **3.5 Architectural Requirements**

3.5.1 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.

3.5.2 The building's height, massing, exterior design and materials shall be as shown on the Schedules.

3.5.3 The portions of the building exterior shown as 'Masonry Brick – Type 2' on the Schedules shall be light in colour. The portions of the building exterior immediately above the 'Masonry Brick – Type 2' and shown as a 'Stucco Band' on the Schedules shall also be light in colour.

3.5.4 All window and door frames shall be aluminum or vinyl in material and dark in colour. All window muntin bars shall be aluminum or vinyl in material and dark in colour.

3.5.5 All balcony guardrails shown on the Schedules shall be made of metal framing with insert glass. The aluminum framing shall be dark in colour.

3.5.6 Notwithstanding Section 3.5.5, the second and third storey balcony guardrails shown on the Gottingen Street and Bloomfield Street associated with the streetwall shall be constructed as shown on the Schedules.

3.5.7 All guardrails associated with outdoor common open space shall be made of metal framing with insert glass. The metal framing shall be dark in colour.

3.5.8 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.).

3.5.9 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.

3.5.10 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.

- 3.5.11 All at-grade fencing shown on the Schedules shall be made of metal and masonry brick.

### **3.6 Amenity Space and Landscaping**

- 3.6.1 The multiple-unit residential 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 second floor podium and the building rooftop as shown on the Schedules.
- 3.6.2 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 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.
- 3.6.3 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 Upon 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.
- 3.6.5 Notwithstanding Section 3.6.4, 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.
- 3.6.6 The outdoor landscaped open space on the rooftop shall include decorative pavers and landscaping.

3.6.7 Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. 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.

3.6.8 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 required by Subsection 3.6.1, 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.

### **3.7 Signs**

3.7 Signage shall be limited to the following:

- (a) No ground sign shall be permitted on the Lands;
- (b) Fascia signage shall be limited to the stucco band shown on the Schedules immediately above the ground floor aluminium glazing system;
- (c) Fascia signs shall not exceed 3 feet in height and 15 feet in width. One fascia sign up to 5 feet in height and 15 feet in width may be permitted for the purposes of identifying a restaurant;
- (d) Fascia signs shall not be internally illuminated or backlit but may be surround lit;
- (e) Notwithstanding Sections 3.7(c) and 3.7(d), a maximum of one (1) fascia sign shall be permitted on the northern façade of the building for the purposes of identifying the residential portion of the development as shown on the Schedules. This 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 10 feet in height;
- (f) Two (2) temporary ground signs 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 The site and building shall be illuminated as shown on Schedule K of this Agreement.
- 3.8.2 Lighting required pursuant to Section 3.8.1 shall be directed away from adjacent lots and buildings and shall use a full cut-off design. Lighting 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.
- 3.8.3 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.
- 3.8.4 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.
- 3.8.5 Exterior goose neck lighting fixtures along the stucco band immediately above the ground floor aluminium glazing system are permitted as shown on the Schedules and are subject to the requirements of any other applicable by-law, statute or regulation.

### **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 the colour of the adjacent surface, except where used expressly as an accent.
- 3.9.2 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.

### **3.10 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**

All refuse and recycling materials shall be contained within the building.

### **3.12 Outdoor Storage**

No outdoor storage shall be permitted on the Lands.

### **3.13 Deliveries and Solid Waste Collection**

3.13.1 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.

3.13.2 Commercial delivery vehicles on the Lands shall only be permitted between the hours of 9:00 a.m. and 7:00 p.m.

3.13.3 A restaurant shall only be permitted to operate between the hours of 5:00 a.m. and midnight.

3.13.4 The hours specified under this section shall apply seven (7) days a week.

### **3.14 Parking and Bicycle Facilities**

3.14.1 Vehicular parking shall include a combination of underground parking and exterior surface parking to accommodate a minimum of 70 vehicular parking spaces. Up to 25 percent of the parking spaces may be reduced in size to 8 feet by 17 feet.

3.14.2 The Developer shall provide bicycle parking pursuant to the Land Use By-law for Halifax Peninsula.

### **3.15 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 Archaeological Monitoring and Protection**

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.

### **5.2 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 Schedules):

- (a) minor changes to the architectural requirements and exterior architectural appearance or materials as detailed in Section 3.5 and corresponding Schedules;
- (b) changes to the landscaping requirements as detailed in Section 3.6 which are beyond the authority of the Development Officer under Section 3.1;
- (c) enlargement of the rooftop outdoor landscaped open space, provided the increase does not extend further south;
- (d) changes to the sign requirements of Section 3.7;
- (e) changes to the functional elements as detailed in Section 3.9;
- (f) changes to the date of commencement of development specified in Section 7.3;

and

- (g) changes to the date of completion of development specified in Section 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 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**

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 (5) 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:

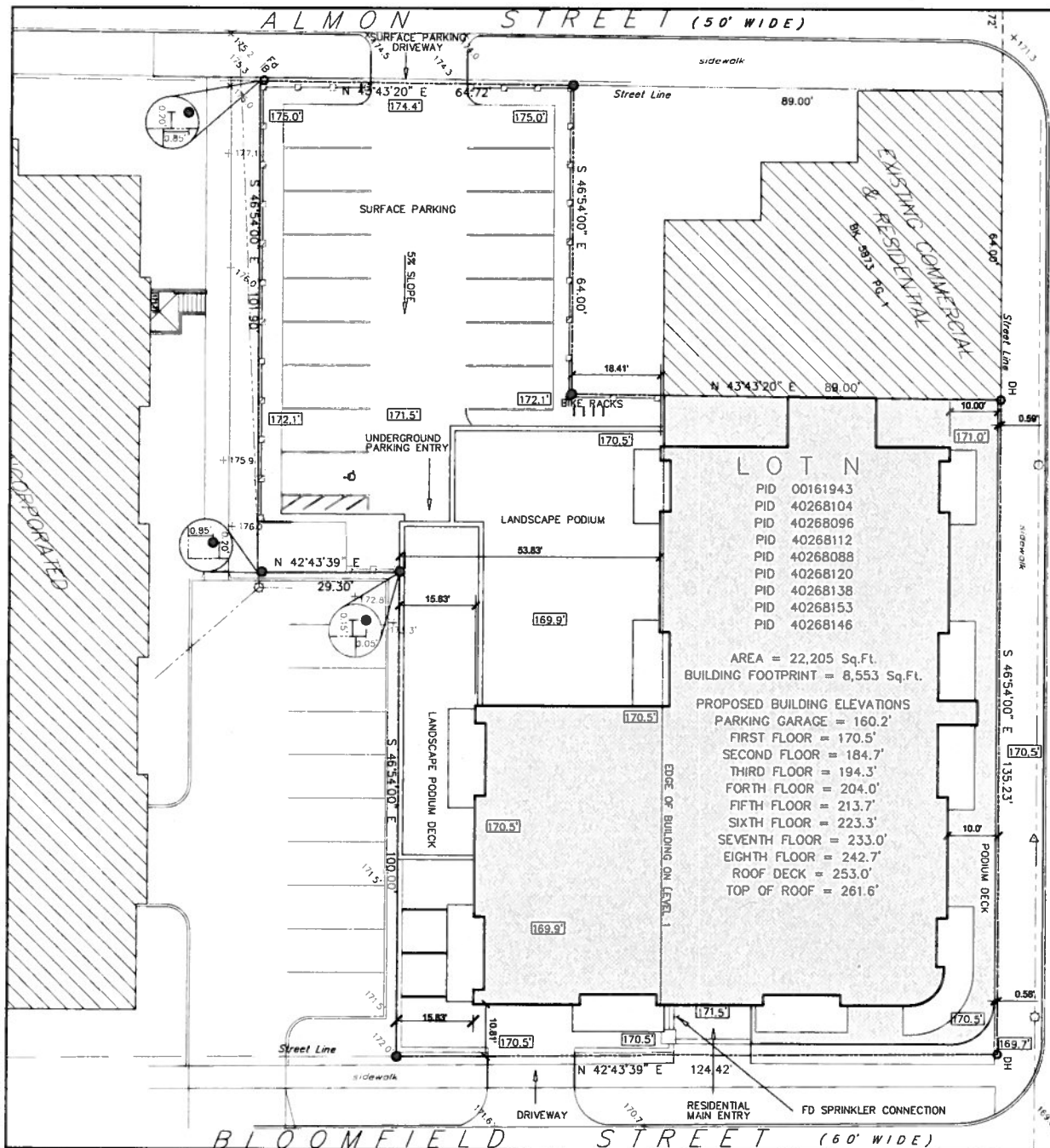
\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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





GOTTINGEN STREET  
 (55' WIDE)

# SCHEDULE B

**NOTES:**

- 1) THE CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS ON SITE & REPORTING ANY DISCREPANCIES TO THE ARCHITECT BEFORE PROCEEDING.
- 2) DO NOT SCALE FROM DIMENSIONS. USE FIGURED DIMENSIONS.
- 3) DRAWING REPRESENTATIONS MAY BE IN VIOLATION OF ANY LOCAL, STATE, OR FEDERAL REGULATIONS. THE ARCHITECT ASSUMES NO LIABILITY FOR SUCH VIOLATIONS.
- 4) DIMENSIONS FROM THESE PLANS & SPECS. MUST BE USED TO BE SURE, & APPROVED BY THE ARCHITECT & OWNER, BEFORE PROCEEDING.
- 5) ONLY THOSE DIMENSIONS MARKED APPROVED FOR CONSTRUCTION, SIGNED & DATED BY THE ARCHITECT ARE TO BE USED FOR CONSTRUCTION.
- 6) THESE DIMENSIONS ARE TO BE READ IN CONJUNCTION W/ THE SPECS.

**Paul Sherry Associates Ltd.**  
**ARCHITECTS**  
 1111 UNIVERSITY AVE  
 HALIFAX, N.S. B3H 2B8  
 PHONE: 902-435-3311  
 FAX: 902-435-7778  
 EMAIL: psherry@psherry.ca

**REGISTERED ARCHITECT**  
 PAUL F. SHERRY  
 ASSOCIATION OF ARCHITECTS

NO.	REVISION	DATE
1	ISSUED FOR APPLICATION	7-24-17
2	ISSUED FOR SUBMISSION	7-28-17
3	ISSUED - NEW COMMENTS	8-14-17
4	ISSUED - NEW COMMENTS	8-11-17

**PROJECT**

PROPOSED COMMERCIAL/APARTMENT LOT N GOTTINGEN ST. ALMON & BLOOMFIELD HALIFAX, N.S. FOR: BEAUFORT INVESTMENTS INC.

**REL.**

**SITE PLAN**

Drawn By	Checked By
CJ	PS

Date: MARCH 28, 2013

Scale: 1"=20'

Project #: 254

**A1**





## SCHEDULE D









paskerry@paskerry.ca

PAUL SKERRY ASSOCIATES  
5514 LIVINGSTONE PLACE  
HALIFAX, NOVA SCOTIA B3K 2B9  
PH: 902-455-4361  
FAX: 902-455-7778  
EMAIL: drawing@paskerry.ca

**NOTES:**

- 1) THE CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL DIMENSIONS ON SITE & REPORTING ANY DISCREPANCY TO THE ARCHITECT BEFORE PROCEEDING.
- 2) DO NOT SCALE FROM DRAWINGS USED FOR DIMENSIONS.
- 3) DRAWING REPRESENTATIONS MAY BE IN VARIANCE TO DETAILED SPECS & SCHEDULES, IN WHICH CASE SPECS & SCHEDULES OVERRIDE THE DRAWINGS.
- 4) CHANGES FROM THESE PLANS & SPECS MUST BE AGREED TO IN WRITING & APPROVED BY THE ARCHITECT & OWNER, BEFORE PROCEEDING.
- 5) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION.
- 6) THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE SPECS.



Rev. Pre-Application Date  
DA 7/24/12

Proposed  
Commercial/Apartment  
Lot N  
Almon & Bloomfield  
Halifax, N.S.

**South Elevation**

Scale 3/16" = 1'-0"  
Date March 28, 2013  
Drawn by GJ  
Checked by PS

**A5.1**

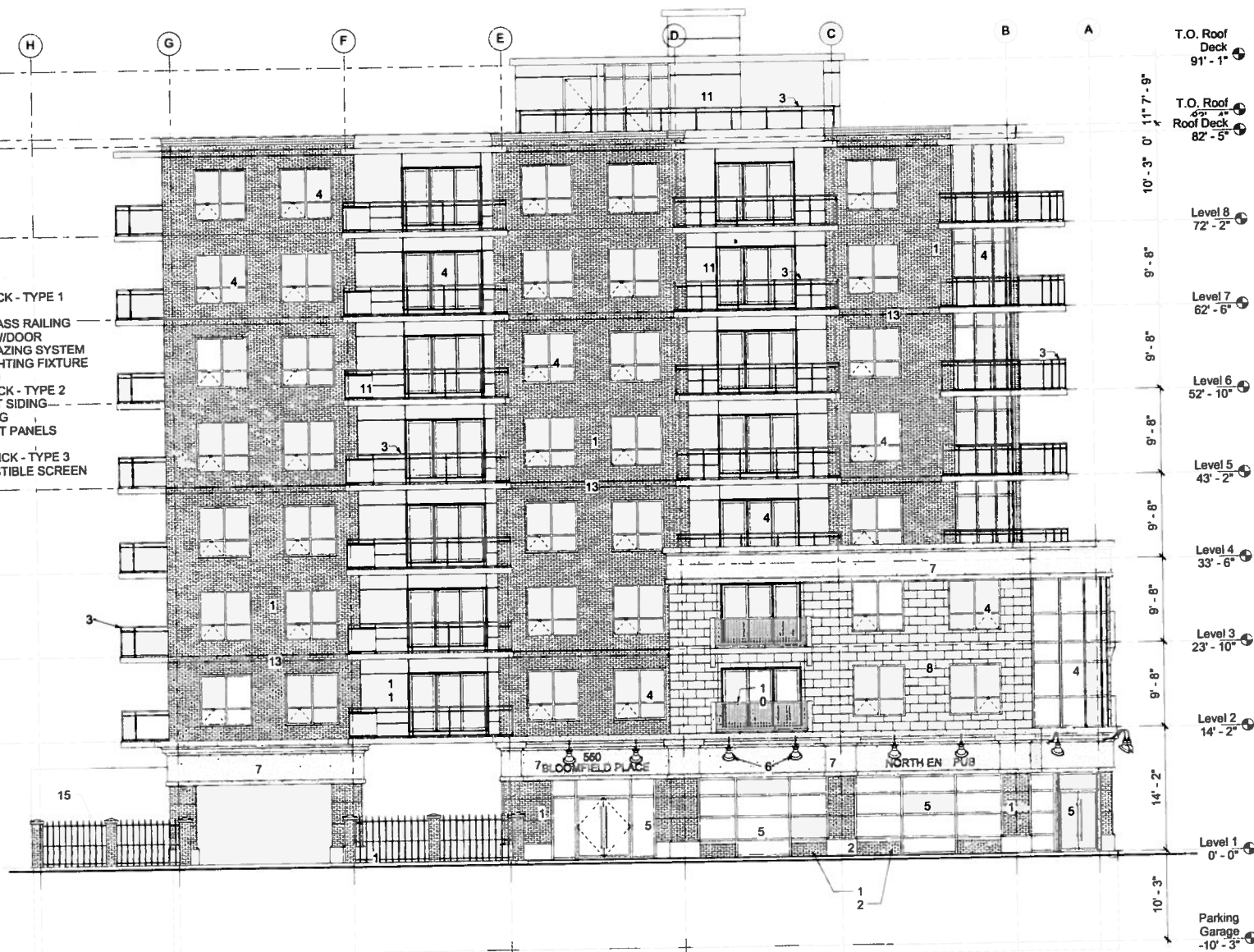
Project Number 2924

**NOTES:**

- 1 - MASONRY BRICK - TYPE 1
- 2 - STONE BASE
- 3 - ALUMINUM/GLASS RAILING
- 4 - VINYL WINDOW/DOOR
- 5 - ALUMINUM GLAZING SYSTEM
- 6 - EXTERIOR LIGHTING FIXTURE
- 7 - STUCCO BAND
- 8 - MASONRY BRICK - TYPE 2
- 9 - FIBER CEMENT SIDING
- 10 - METAL RAILING
- 11 - FIBER CEMENT PANELS
- 12 - PLANTER
- 13 - MASONRY BRICK - TYPE 3
- 14 - NON-COMBUSTIBLE SCREEN
- 15 - IRON FENCE

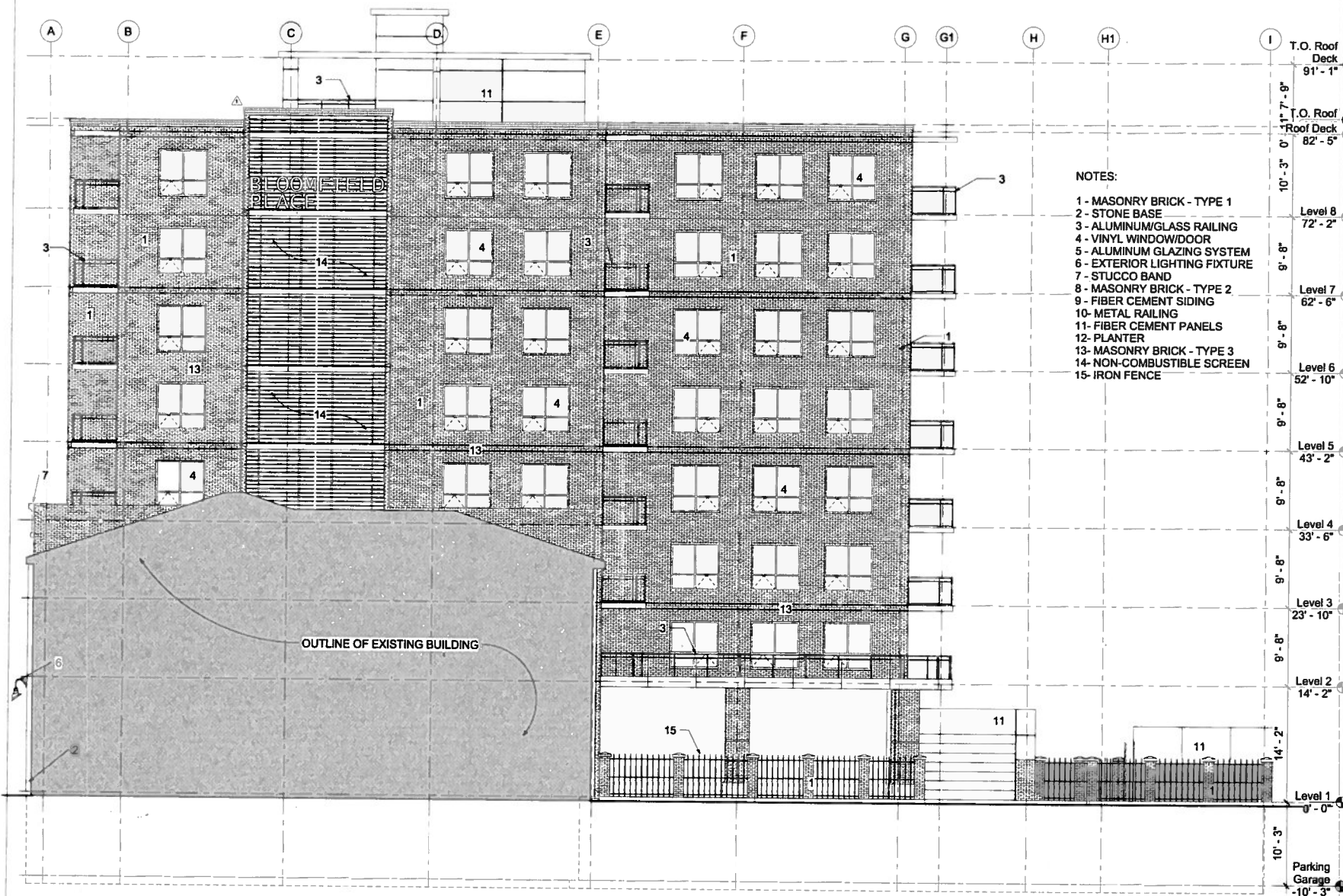
① South Elevation  
3/16" = 1'-0"

**SCHEDULE H**



## SCHEDULE I





# NOTES:

- 1- MASONRY BRICK - TYPE 1
- 2- STONE BASE
- 3- ALUMINUM/GLASS RAILING
- 4- VINYL WINDOW/DOOR
- 5- ALUMINUM GLAZING SYSTEM
- 6- EXTERIOR LIGHTING FIXTURE
- 7- STUCCO BAND
- 8- MASONRY BRICK - TYPE 2
- 9- FIBER CEMENT SIDING
- 10- METAL RAILING
- 11- FIBER CEMENT PANELS
- 12- PLANTER
- 13- MASONRY BRICK - TYPE 3
- 14- NON-COMBUSTIBLE SCREEN
- 15- IRON FENCE

Paul Skerry Associates Ltd.  
**ARCHITECTS**  
 5514 LIVINGSTONE PLACE  
 HALIFAX, N.S. B3K 2B9

pskerry@pskerry.ca

PAUL SKERRY ASSOCIATES  
 5514 LIVINGSTONE PLACE  
 HALIFAX, NOVA SCOTIA B3K 2B9  
 PH: 902-455-4381  
 FAX: 902-455-7778  
 EMAIL: drawing@pskerry.ca

# NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR CHECKING ALL ALL DIMENSIONS ON SITE & REPORTING ANY DISCREPANCY TO THE ARCHITECT BEFORE PROCEEDING
- 2) DO NOT SCALE FROM DRAWINGS USED FOR DIMENSIONS
- 3) DRAWING REPRESENTATIONS MAY BE IN VARIANCE WITH DETAILED SPECS & SCHEDULES IN WHICH CASE SPECS & SCHEDULES OVERRIDE THE DRAWINGS
- 4) CHANGES FROM THESE PLANS & SPECS MUST BE AGREED TO IN WRITING & APPROVED BY THE ARCHITECT & OWNER BEFORE PROCEEDING
- 5) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION
- 6) THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE SPECS



No.	Description	Date
1	1.00 PRELIMINARY	12/20/12
2	2.00 SUBMISSION	3/28/13
3	3.00 REVISIONS	3/28/13

Proposed  
 Commercial/Apartment  
 Lot N  
 Almon & Bloomfield  
 Halifax, N.S.  
**North Elevation**

Scale: 3/16" = 1'-0"  
 Date: March 28, 2013  
 Drawn by: GJ  
 Checked by: PC  
 Project number: 2924

**SCHEDULE J**

**A5.3**

North Elevation  
 3/16" = 1'-0"

14/03/2013 15:13:12 AM

