



P.O. Box 1749  
Halifax, Nova Scotia  
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**Item No. 13.1.3**  
**Halifax and West Community Council**  
**September 12, 2017**  
**October 10, 2017**

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

**SUBMITTED BY:** Original Signed

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Kelly Denty, Acting Director, Planning and Development

**DATE:** August 1, 2017

**SUBJECT:** **Case 20149: Development Agreement for 2858/2860 & 2866 Gottingen Street, and 5516 Macara Street, Halifax**

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## **SUPPLEMENTARY REPORT**

### **ORIGIN**

Application by WSP Canada Inc.

### **LEGISLATIVE AUTHORITY**

*Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development*

### **RECOMMENDATION**

It is recommended that Halifax & West Community Council:

1. Approve the proposed revised development agreement as contained in Attachment A to enable an 8-storey mixed use building containing 66 residential units and ground floor commercial space; and
2. Require that the development 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**

On May 30, 2017 Halifax & West Community Council held a public hearing to consider a proposed amendment to the Halifax Peninsula Land Use By-law (LUB) that would apply Schedule Q to the subject site, which is located at the corner of Gottingen Street and Macara Street, Halifax. The public hearing was also for a proposed development agreement that would permit an 8-storey residential building with 66 residential units and ground floor minor commercial uses on the site. Following the public hearing, Community Council approved the amendment to the Halifax Peninsula LUB (amendment to Map ZM-2).

As discussed in the March 3, 2017 staff report, Halifax & West Community Council could not decide on the proposed development agreement until such time as the LUB amendment became effective. The LUB amendment went into effect on June 17, 2017, and Community Council is now able to consider the proposed development agreement as contained in Attachment A of this report.

## **DISCUSSION**

During the public hearing process for this application, Halifax & West Community Council discussed several matters and possible changes related to the design of the proposed building. Community passed the following motion to that effect:

*That Halifax and West Community Council direct staff to investigate changes to the development agreement referenced in the March 3, 2017 staff report with the applicant, subject to the conclusion of the appeal period, which would include: Gottingen Street setbacks; pedestrian-friendly environment of the Gottingen Street streetscape; and Macara Street setbacks, as discussed at the May 30, 2017 public hearing and return to Community Council with a supplementary report as required.*

Following discussions with staff, the developer has advised that some changes to the design of the building are possible.

### **Gottingen Street Setbacks**

At the request of Council, the applicant has agreed to recess the commercial frontage along Gottingen by 1 metre (3 feet) to provide additional side walk space in an effort to improve the pedestrian experience. In making this change, the overall envelope of the building would remain the same, however the commercial interface would be slightly recessed. This would create an overhang at street level and increase the overall amount of pedestrian circulation space.

### **Macara Street Setbacks**

While the applicant has advised that physically stepping the building back from the adjacent property on Macara would be difficult at this late stage of design development, they have indicated that it may be possible to address perceived issues of privacy through design interventions within the existing building envelope. As such, the applicant has agreed to adding a section to the development agreement which would require a privacy screen of at least 1.5 metres in height to be added to the amenity area and private terrace of the proposed building that face 5524 Macara Street. This would eliminate onlooking concerns between all podium level outdoor spaces of the subject site and the adjacent property to the west as per the discussion at the May 30, 2017 Community Council meeting.

### **Pedestrian-Friendly Environment of the Gottingen Street Streetscape**

A proposed 1 metre increase to the setback of the building along its Gottingen Street frontage is thought to improve the pedestrian experience and address this concern of Council. It is possible that the applicant may investigate further minor changes to the building façade inclusive of door and window orientation through discussions with the Development Officer at the permit stage.

### **Council Consideration of Design Changes**

While staff advise that the building proposal originally considered at the time of the Public Hearing is consistent with existing planning policies, it is possible to make changes to the project at this stage in the

process. If Council desires to make changes to the proposal, several small amendments to the Development Agreement would be required. Updated building elevations in line with the Council direction of May 30, 2017 are included within this report as Attachment B. If Council decides to adopt these changes, the following motion would be required to replace Recommendation #1 of this report:

*Approve the proposed revised development agreement as contained in Attachment A to enable an 8-storey mixed use building containing 66 residential units and ground floor commercial space with the exception that Schedules for the Agreement are replaced with those found in Attachment B of the staff report and that Section 3.6.3 (iii) of the Development Agreement is deleted and replaced with the following: "on the second floor outdoor common amenity area and private outdoor terrace located on the western edge of the building that are shown on Schedule D, supplemented by privacy screening at least 1.5 m in height screening the amenity area and private terrace from the adjacent dwelling at 5524 Macara Street."*

Staff have confirmed that amendments of this nature remain consistent with policies of the Halifax Municipal Planning Strategy. The revised Development Agreement can be approved by Council without the need for a new public hearing as the changes are minor in nature.

### **FINANCIAL IMPLICATIONS**

There are no financial implications. The Applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Development Agreement. The administration of the development agreement can be carried out within the approved 2017/18 C310 Planning Applications 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 (PIM) held on February 1, 2016 and a sign posted on the site. Notices of the meeting were posted on the HRM website, in the newspaper and mailed to property owners and residents within the notification area shown on Map 2 of the March 3, 2017 staff report.

A public hearing was also held by Halifax & West Community Council on May 30, 2017 to consider the proposed amendment to the LUB, as well as the proposed development agreement contained in Attachment A of this report. Notices of the public hearing were posted on the HRM website, in the newspaper and mailed to property owners and residents within the notification area shown on Map 2 of the March 3, 2017 staff report.

### **ENVIRONMENTAL IMPLICATIONS**

No environmental implications were identified.

### **ALTERNATIVES**

1. Halifax & West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or a 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 & West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why either or both do not reasonably carry out the intent 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
Attachment B	Amended Development Agreement Schedules per May 30, 2017 Council Direction

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A copy of this report can be obtained online at [halifax.ca](http://halifax.ca) or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Mitch Dickey, Policy Coordinator, 902.292.3207

Report Approved by: Carl Purvis, Acting Manager of Current Planning, 902.490.4797

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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 words used in this Agreement shall be defined as follows:

- (a) "Indoor Amenity Space" means common amenity areas for residents of the development that are located within the building, 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 20149:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Ground Floor Plan
Schedule D	Second Floor Plan
Schedule E	Third Floor Plan
Schedule F	Floors 4-7 Typical Plan
Schedule G	Penthouse Level Plan
Schedule H	Gottingen Street Elevation
Schedule I	Macara Street Elevation
Schedule J	Southwest Elevation
Schedule K	Southeast Elevation

3.1.2 Notwithstanding the provisions of 3.1.1, the internal layout of each floor may be altered provided that all other requirements are satisfied and that there is no increase in floor area.

### **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 3.6.4 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 At the time of 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 3.6.7.

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 within the commercial space as shown on Schedule C, 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 Pursuant to Section 3.3, the use of the building shall be as follows:

- (a) A maximum of 371.6 square metres (4000 square feet) of commercial space shall be provided on the ground-floor, which shall include contiguous frontage at the corner of Gottingen Street and Macara Street. This space may be used for up to three commercial units;
- (b) A maximum of 66 residential units with the following unit breakdown:
  - (i) A minimum of 3 three-bedroom units including 2 two-level townhouse units on Macara Street;
  - (ii) A minimum of 19 two-bedroom units;
  - (iii) A maximum of 30 one-bedroom units; and
  - (iv) A maximum of 15 studio units.
- (c) A minimum of 49 parking spaces contained within two levels of parking as follows:
  - (i) An at-grade parking level located behind the commercial space and townhouse units not exceeding the area shown on Schedule C; and
  - (ii) A minimum of one fully underground parking level; an additional level of underground parking may also be provided at the developer's option.

### **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 setbacks, height, massing, exterior design and materials shall be as shown on the Schedules.
- 3.5.3 The building shall be setback a minimum of 1 metre from the property line of 5524 Macara Street as shown on Schedule B.
- 3.5.4 All guardrails associated with terraces and balconies shall be made of metal framing with insert glass, except that an opaque privacy screen of at least 1.5 m in height shall be provided at the second floor level along the southwest edge of the building adjacent to 5524 Macara Street.
- 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 Any exposed foundation in excess of 0.6 m (2 feet) in height shall be architecturally detailed, veneered with stone or brick, or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.7 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.

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

- 3.6.1 The building shall include a minimum gross area of 78 square metres (840 square feet) of common Indoor Amenity Space, to be located in areas on the ground floor and second floor as generally shown on the Schedules.
- 3.6.2 The building shall include a minimum gross area of 79.9 square metres (860 square feet) of outdoor landscaped open space as shown on the schedules.

- 3.6.3 Landscaping shall be provided as follows:
- (i) at grade in the form of mixed plantings in the minimum 1 m setback area adjacent to 5524 Macara Street;
  - (ii) in the form of planters in front of each 2-level townhouse unit on Macara Street;
  - (iii) on the second floor outdoor common amenity area that is shown on Schedule D, supplemented by privacy screening at least 1.5 m in height screening the amenity area from the adjacent dwelling at 5524 Macara Street; and
  - (iv) in the form of new street trees that conform with HRM standard specifications, with a minimum of two to be provided on Gottingen Street and two to be provided on Macara Street.
- 3.6.4 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 landscaping shown on the Schedules 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.
- 3.6.5 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.
- 3.6.6 At the time of 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.
- 3.6.7 Notwithstanding Section 3.6.6, and where weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the Occupancy Permit, the Developer may supply 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.
- 3.6.8 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 feet). 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.
- 3.6.9 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as pergolas, benches, etc. shall be noted on the Landscape Plan required by Subsection 3.6.4, 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 and projecting signage shall be limited to the ground floor level along the Gottingen Street frontage, and on Macara Street only on the commercial unit space;
- (c) 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. Temporary ground signs shall be removed prior to the issuance of the last residential occupancy permit.

### **3.8 Building and Site Lighting**

- 3.8.1 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.
- 3.8.2 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 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**

The development shall include, within the 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. 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 Hours of Operation**

- 3.13.1 The private collection of refuse and recyclables on the Lands shall occur only between the hours of 8:00 a.m. and 7:00 p.m.
- 3.13.2 Commercial delivery vehicles on the Lands shall only be permitted between the hours of 8:00 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 parking within the building to accommodate a minimum of 49 vehicular parking spaces. Up to 75 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**

- 3.15.1 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 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**

- 5.1.1 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.

#### **5.2 Sulphide Bearing Materials**

- 5.2.1 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 Non-Substantive Amendments**

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

- (a) an increase in the total number of permitted dwelling units within the building envelope of not more than 6 units for a maximum of 71 units;
- (b) changes to the mix of dwelling unit types required by Section 3.4;
- (c) minor changes to the exterior materials required by Section 3.5 provided that a variety of materials and colours is provided;
- (d) changes to the landscaping required by Section 3.6;
- (e) changes to the sign requirements of Section 3.7;
- (f) changes to the functional elements requirements of Section 3.9;
- (g) changes to the permitted hours of operation as established under Section 3.13;
- (h) changes to the date of commencement of development specified in Section 7.3; and
- (i) changes to the date of completion of development specified in Section 7.5.

### **6.2 Substantive Amendments**

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

## **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 the Lands or any portion thereof, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the Lands or any portion thereof.

### **7.3 Commencement of Development**

7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated

herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the 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 6.1.1, 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 seven (7) 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

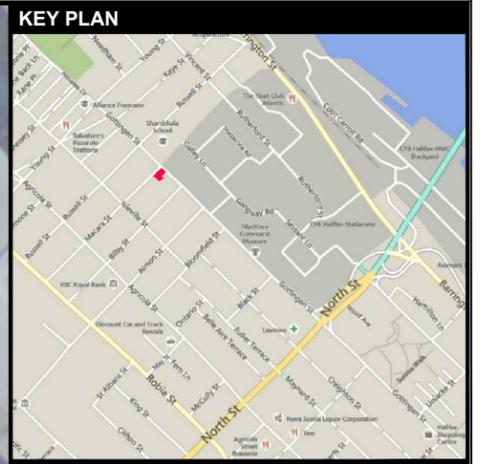
\_\_\_\_\_

Witness

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

MUNICIPAL CLERK

# Schedule B Site Plan



**LEGEND**

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

**SITE SUMMARY:**

- Land Area - 1,377 m<sup>2</sup>
- Existing Zone - C-2
- 8 Storeys (24.38m)
- Units: Total 66
  - Residential: 64
  - Townhouse: 2
- 3,500 SF Commercial Space
- U/G Parking: 83 Stalls

**NOTES:**

- Property lines approximate only. Site subject to survey

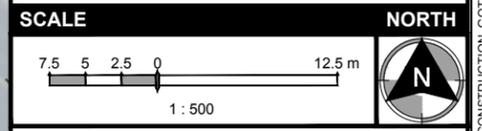
**SOURCES:**

- Property Lines based on Service Nova Scotia, Property Online.
- A49 Sketchup Model File: 151-05840\_2016-10-19\_Göttingen Macara.skp

Designer: H.Pfeil	<b>VERSION</b>
Planner: C.Wallace	<b>106</b>

**MACARA STREET  
CONCEPT / LANDSCAPE PLAN  
HALIFAX, NOVA SCOTIA**

**F.H. CONSTRUCTION**  
NOVEMBER 01, 2016 151-05840-106

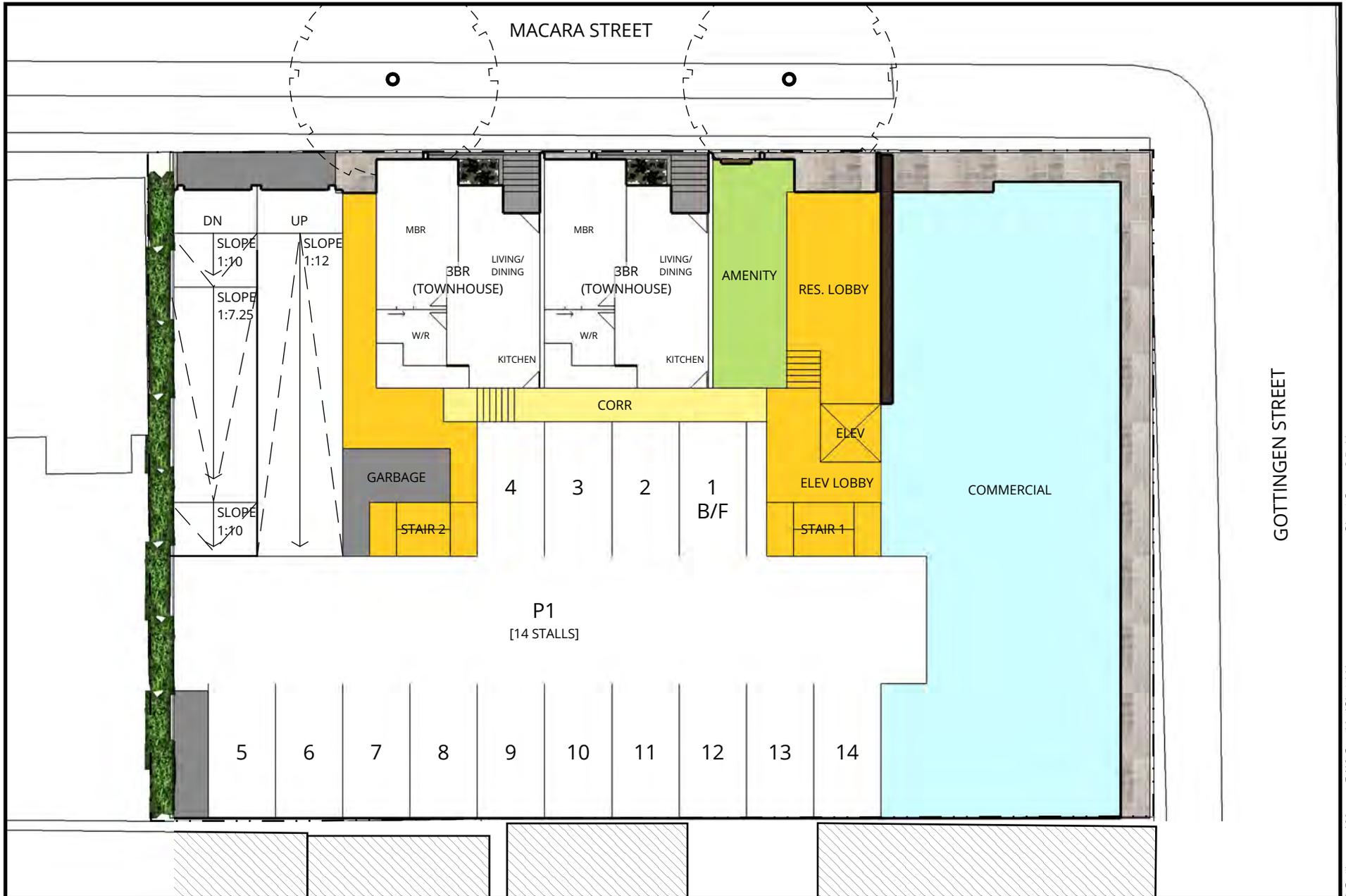


**WSP**

1 SPECTACLE LAKE DRIVE  
DARTMOUTH, NOVA SCOTIA CANADA, B3B 1X7  
PHONE: 902 835-9955 - FAX: 902 835-1645 - WWW.WSPGROUP.COM

151-05840-106.dwg - 10/19/2016 10:45:00 AM - PLOT: 1:500 - 10/19/2016 10:45:00 AM - 151-05840-106.dwg - 10/19/2016 10:45:00 AM

# Schedule C - Ground Floor Plan

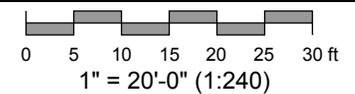


ARCHITECTURE | 49 | WSP

Mixed Use Development at 2866 & 2858  
 Gottingen Street and 5518 Macara Street  
 Level 1/P1 Plan  
 Halifax, Nova Scotia

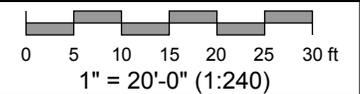


SCALE

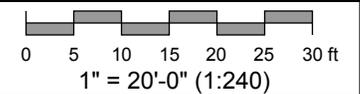
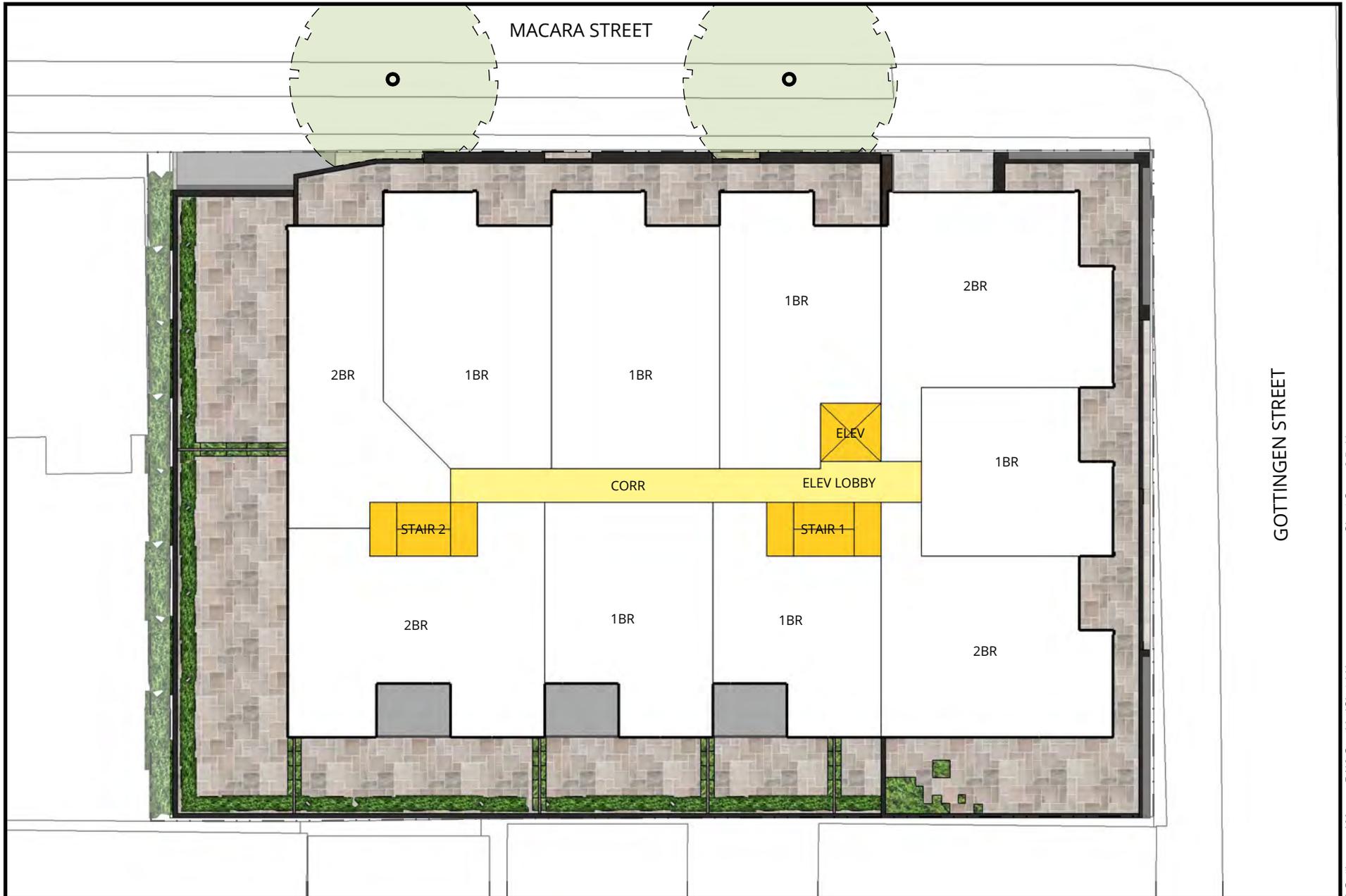


DATE: July 18, 2017

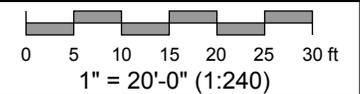
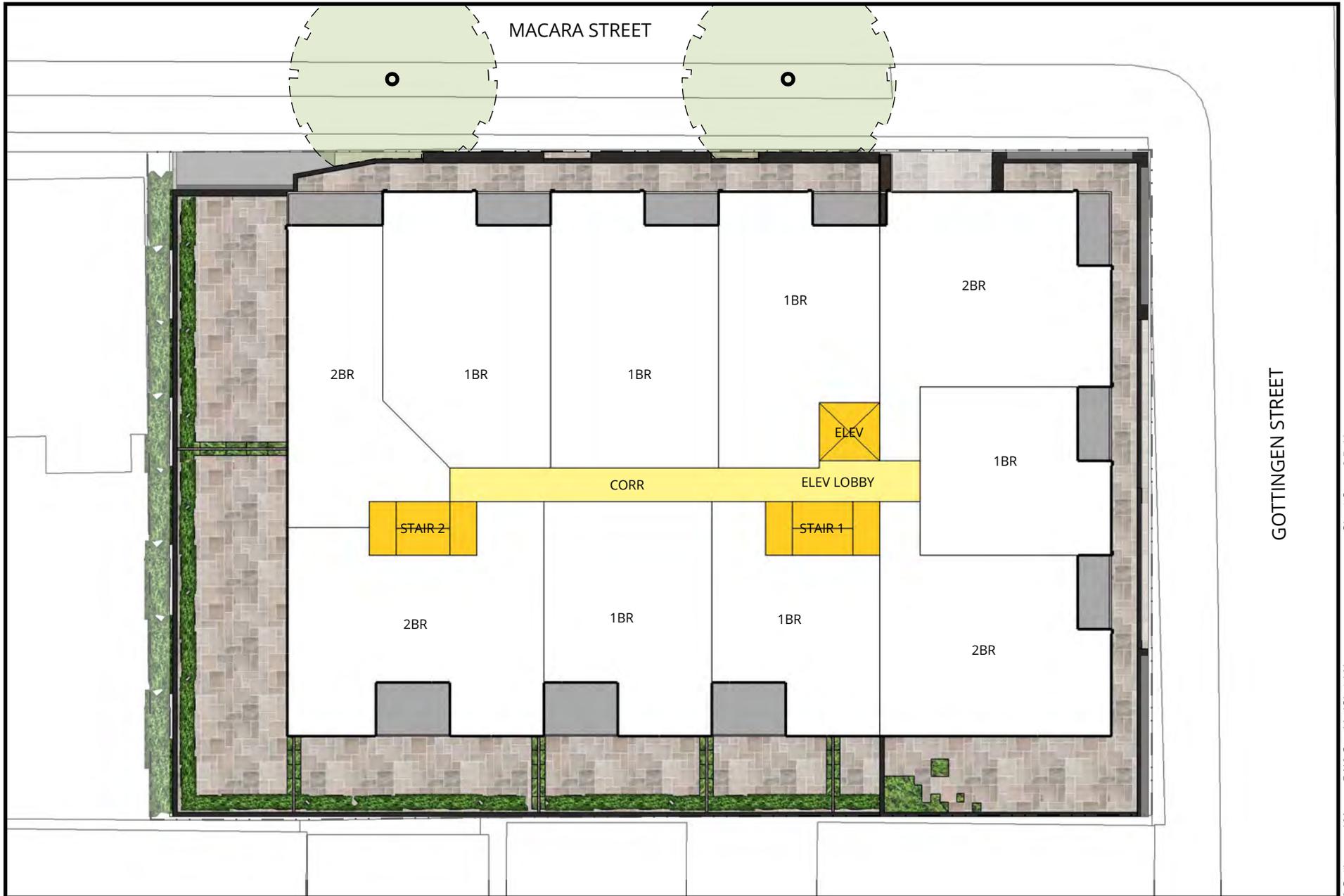
Schedule D - Second Floor Plan



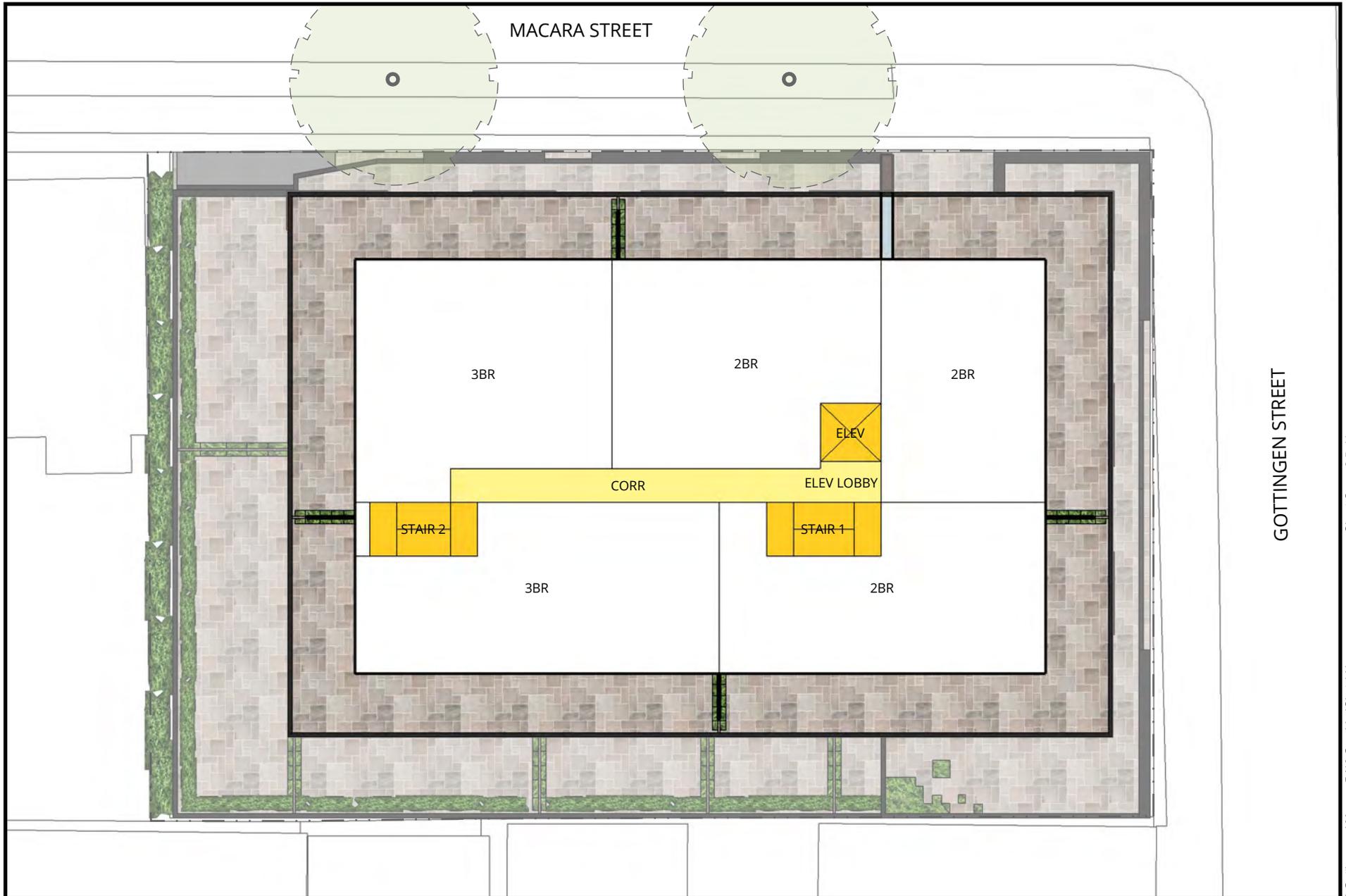
Schedule E - Third Floor Plan



Schedule F - Floor 4-7 Typical Plan



# Schedule G - Penthouse Level Plan



ARCHITECTURE

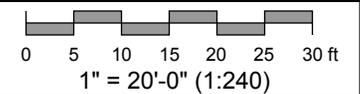
49



Mixed Use Development at 2866 & 2858  
Gottingen Street and 5518 Macara Street  
Level 8 Plan  
Halifax, Nova Scotia



SCALE



DATE: July 18, 2017

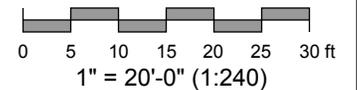
GOTTINGEN STREET

MACARA STREET

Sheet Cover 8.5x11

File: S:\151-05840-00 Gottingen and Macara DA16 Graphics\SketchUp

# Schedule H - Gottingen Street Elevation



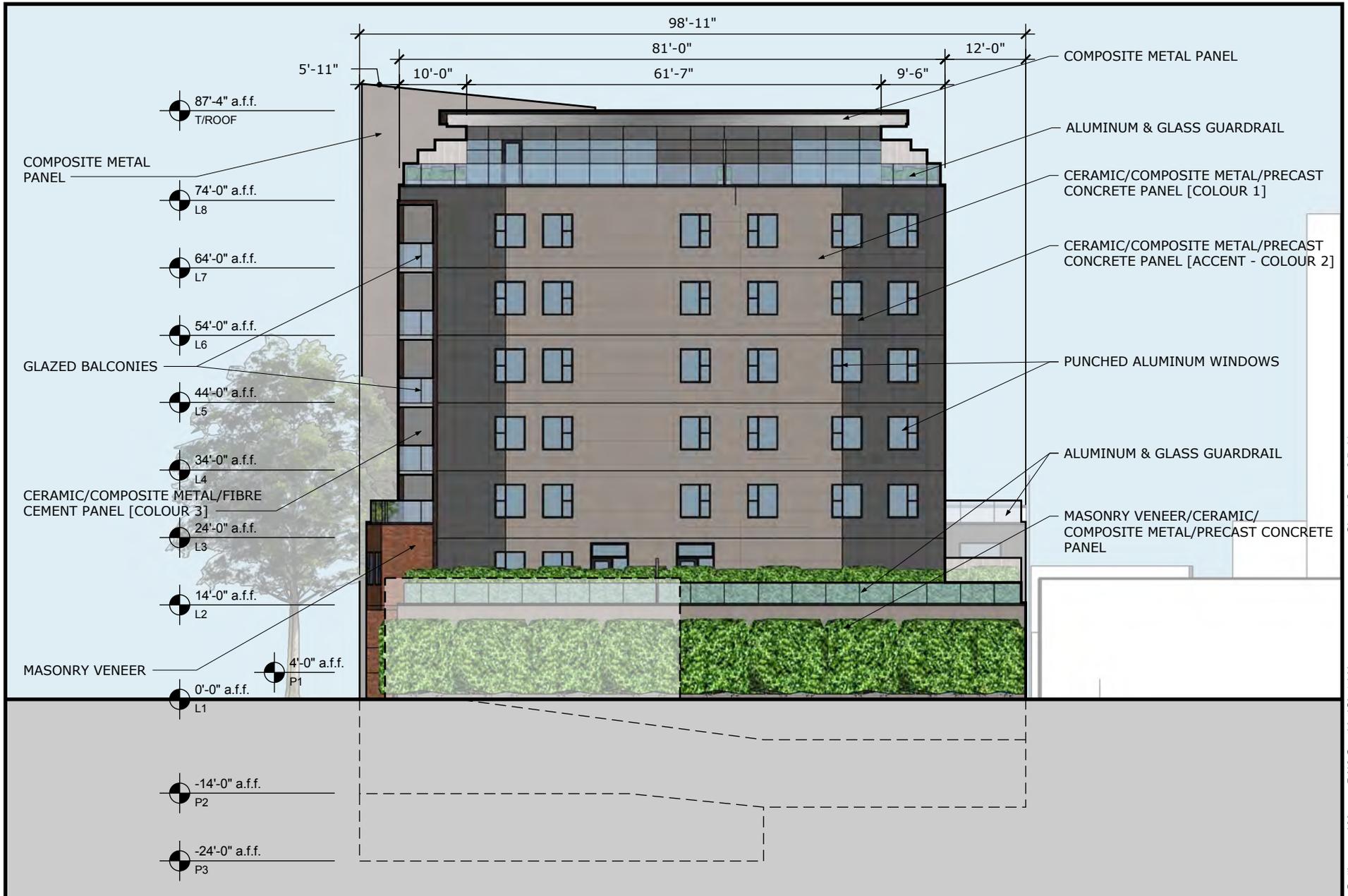
# Schedule I - Macara Street Elevation



Sheet Cover 8.5x11

File: S:\151-05840-00 Gottigen and Macara DA16 Graphics\SketchUp

# Schedule J - Southwest Elevation



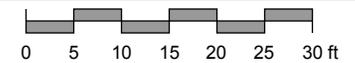
Sheet Cover 8.5x11

File: S:\151-05840-00 Gottigen and Macara DA16 Graphics\SketchUp

ARCHITECTURE | 49 | WSP

Mixed Use Development at 2866 & 2858  
 Gottingen Street and 5518 Macara Street  
 Southwest Elevation  
 Halifax, Nova Scotia

SCALE



1" = 20'-0" (1:240)

DATE: July 18, 2017

# Schedule K - Southeast Elevation



Sheet Cover 8.5x11

File: S:\151-05840-00 Gottigen and Macara DA16 Graphics\SketchUp

