

HALIFAX

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

Item No. 14.1.4
Halifax Regional Council
February 7, 2017

TO: Mayor Savage and Members of Halifax Regional Council

SUBMITTED BY:

Original Signed by 

Jacques Dubé, Chief Administrative Officer

Original Signed by 

Jane Fraser, Acting Deputy Chief Administrative Officer

DATE: January 9, 2017

SUBJECT: Case 20582: Discharging Agreement – 5144 Morris Street, Halifax

ORIGIN

Application by Ekistics Plan + Design, on behalf of Rockstone Investments Limited, to discharge the existing development agreement applicable to 5144 Morris Street, Halifax.

LEGISLATIVE AUTHORITY

Refer to Attachment C.

RECOMMENDATION

It is recommended that Regional Council:

1. Approve, by resolution, the proposed Discharging Agreement, which shall be substantially of the same form as set out in Attachment A of this report; and
2. Require the Discharging 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

Ekistics Plan + Design, on behalf of the property owner, Rockstone Investments Limited, is applying to discharge the existing development agreement applicable to 5144 Morris Street, Halifax:

Location	5144 Morris Street, Halifax (PID 00092635)
Community Plan Area	Downtown Halifax
Regional Plan Designation	Urban Settlement (US)
Precinct	Precinct 2: Barrington Street South under the Downtown Halifax Municipal Planning Strategy
Zoning (Map 1)	Downtown Halifax (DH-1) under the Downtown Halifax Land Use By-law
Size of Site	Approximately 1,363 square metres (14,672 square feet)
Street Frontage	Approximately 26.5 metres (87.09 feet) on Morris St. and 51.8 metres (170 feet) on Hollis St.
Current Land Use(s)	Ten (10) storey mixed use residential/commercial building
Surrounding Use(s)	<ul style="list-style-type: none"> • Low-rise mixed use heritage properties to the north • Parking lots to the south along Hollis Street and to the east along Morris Street • A six (6) storey residential building with ground floor commercial uses and a heritage property containing a commercial use at the corner of Morris and Hollis

Proposal Details

The applicant has requested to discharge the existing development agreement (see Attachment B) at 5144 Morris Street to allow a portion of the building within an existing restaurant to be used as a lounge use, pursuant to the requirements of the Downtown Halifax Land Use By-law. Under the current agreement, a lounge is not permitted. Should the agreement be discharged, the use and development of the property would be subject to the provisions of the DH-1 Zone of the Downtown Halifax Land Use By-law. This zone allows for a lounge use provided all other requirements of the Downtown Halifax Land Use By-law are met.

Existing Development Agreement

In September 2009, HRM entered into a development agreement to allow the development of a ten (10) storey mixed use residential/commercial building at 5144 Morris Street, Halifax. The existing development agreement regulates permitted uses, height, building design, architectural details, density, landscaping and parking requirements. The site has been fully developed as per the requirements of the existing agreement.

At the time the existing development agreement was being negotiated, the HRMbyDesign planning process was underway. In April 2009, Regional Council passed a motion to include policy within the Downtown Halifax Municipal Planning Strategy to grandfather a number of existing development agreement applications to be considered under policies in effect at the time of application. In the case of the agreement for 5144 Morris Street, the site was located within the Halifax Waterfront Development Area Secondary Plan and regulated under Schedule G of the Halifax Peninsula Land Use By-law, where any development greater than 25 feet in height could only be approved by development agreement.

Discharge of Development Agreements

The Halifax Regional Municipality Charter provides Council with a mechanism to discharge development agreements. Part VIII, Section 244, identifies that Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property

owner. The Charter does not require a public hearing for the discharge of an agreement or a portion thereof. A development agreement may be discharged by resolution of Regional Council.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement is information sharing, achieved through providing information through the HRM website. A public information meeting or a public hearing is not required, nor is it the practice to hold such meetings for the discharge of a development agreement. The decision to discharge a development agreement is made by resolution of Regional Council.

The proposed discharge will have no impact on local residents, property owners or other stakeholders as the existing underlying zone will apply to the existing building.

DISCUSSION

Section 8.4.1(c) of the existing development agreement specifies that Council may discharge the agreement on the condition that the Developer's rights under the Agreement are preserved and Council shall apply appropriate zoning pursuant to the Downtown Halifax Municipal Planning Strategy and Land Use By-law.

The site is currently zoned DH-1 and the existing land uses, a residential building with a restaurant on the ground floor, are permitted under this zone. As outlined above, the applicant is requesting the discharge of the existing agreement to allow for a lounge within the existing restaurant. Once the Agreement is discharged, any uses permitted within the DH-1 Zone would be permitted on the property, provided all other requirements of the LUB are met. Staff advise that there are no concerns relative to the potential for land use conflicts as the application of the DH-1 Zone to the property would enable it to be developed with the same land uses that are currently permitted on the majority of properties within downtown Halifax.

A preliminary review of the existing building against the provisions of the DH-1 Zone indicate that once the development agreement is discharged, the structure would be considered non-conforming and subject to Section 6(5) of the LUB. Under this section, non-conforming structures are permitted to be extended, enlarged, or altered as long as the changes comply with the LUB or a variance is granted by the Design Review Committee.

Conclusion

The proposed discharge would enable the subject property to be developed in accordance with the provisions of the existing underlying DH-1 Zone. Therefore, staff recommends that Regional Council discharge the existing development agreement through the Discharging Agreement contained in Attachment A.

FINANCIAL IMPLICATIONS

There are no budget 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 proposed Discharging Agreement. The administration of the proposed Discharging Agreement can be carried out within the approved 2016/2017 budget and with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Regional Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the Nova Scotia Utility and Review Board. Information concerning risks and other implications of adopting the proposed Discharging Agreement are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified.

ALTERNATIVES

Regional Council may choose to refuse to discharge the existing development agreement and therefore, development on the property would remain subject to the conditions of the Agreement. A decision of Council to refuse to discharge a development agreement is appealable to the Nova Scotia Utility and Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Map 1	Location and Zoning
Attachment A	Discharging Agreement
Attachment B	Existing Development Agreement
Attachment C	Legislative Authority

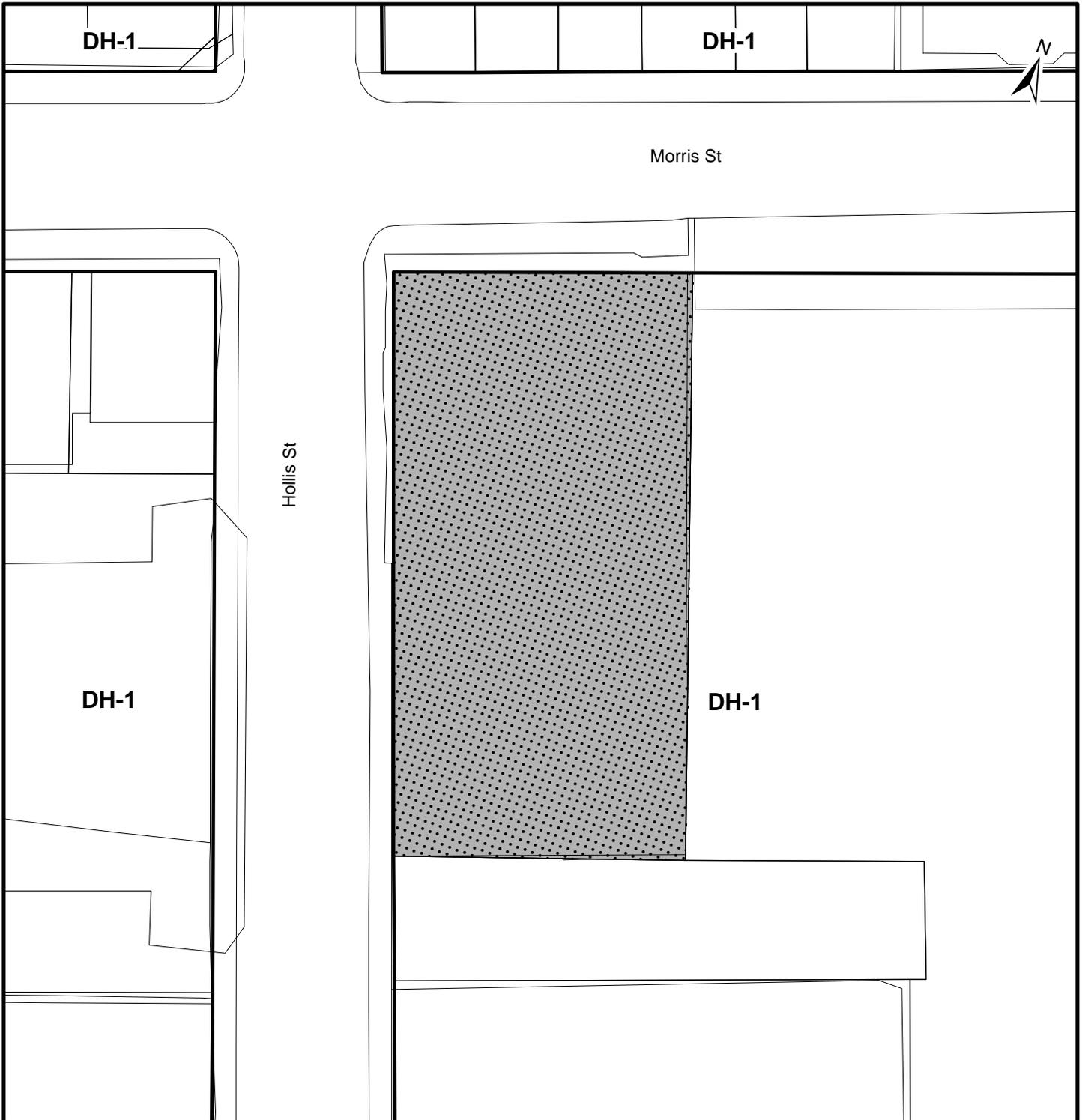
A copy of this report can be obtained online at <http://www.halifax.ca/council/agendas/cagenda.php> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208

Report Prepared by: Melissa Eavis, Planner II, 902.490.3966

Report Approved by: _____
Kelly Denty, Manager of Current Planning, 902.490.4800

Report Approved by: _____
Bob Björkë, Chief Planner and Director, Planning & Development, 902.490.1627

Original Signed



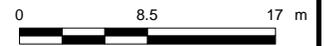
Map 1 - Location and Zoning

The VIC at Hollis and Morris Street
Halifax

HALIFAX

 Subject Property

Zone
DH-1 Downtown Halifax Zone



Downtown Halifax Land
Use By-Law Area

This map is an unofficial reproduction of
a portion of the Zoning Map for the plan
area indicated.

The accuracy of any representation on
this plan is not guaranteed.

**ATTACHMENT A
Discharging Agreement**

THIS DISCHARGING AGREEMENT made this day of **[INSERT MONTH]**, 20___,

BETWEEN:

[INSERT NAME OF CORPORATION/BUSINESS LTD.]

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

and

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 5144 Morris Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS Halifax Regional Council approved an application on September 15, 2009 referenced as Municipal Case Number 01162 to enter into a Development Agreement to allow for a 10 storey mixed use residential/commercial building on the Lands, which said Development Agreement was registered at the Land Registry in Halifax on January 29, 2010 as Document Number 95206950 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested that the Existing Agreement be discharged from the Lands;

AND WHEREAS, pursuant to the procedures and requirements contained in the *Halifax Regional Municipality Charter*, Regional Council approved this request by resolution at a meeting held on **[INSERT - date]**, referenced as Municipal Case Number 20582;

WITNESS that it is agreed that the Lands are hereby discharged from the Existing Agreement.

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**ATTACHMENT A
Discharging Agreement**

WITNESS that this Discharging Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 20__.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

ATTACHMENT A
Discharging Agreement

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

ATTACHMENT B
Existing Development Agreement

THIS AGREEMENT made this 7 day of DECEMBER, 2009,

BETWEEN:

ROCKSTONE INVESTMENTS LIMITED,
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

APPROVED
AS TO FORM
JB
Municipal Solicitor

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at PID 00092627 and identified as 1267 Hollis Street, and PID 00092631 and identified as 1275-1285 Hollis Street and 5142-5144 Morris 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 10 storey mixed use residential/commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 3.5.2 of the Implementation Policies of Halifax Municipal Planning Strategy and Section 85 of the Halifax Peninsula Land Use By-law;

AND WHEREAS Regional Council approved this request at a meeting held on September 15, 2009, referenced as Municipal Case Number 01162;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

2.2 Definitions Specific to this Agreement

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

- (a) **“Building”** means the building that is the subject of this Agreement and as shown in its Schedules.
- (b) **“Information sign”** means a sign providing information, including a sign guiding vehicular or pedestrian traffic, that is generally for safety or directional purposes.
- (c) **“Landscape Architect”** means a professional, full member in good standing with the Canadian Society of Landscape Architects.
- (d) **“Living Wall”** means vegetation that is installed upon the wall of a building.
- (e) **“Personal service use”** means a business that is associated with the grooming or health of persons or the maintenance or repair of personal wardrobe articles and accessories, and may include a hair salon, beauty parlor, tailor, self service laundry, or depots for collecting dry cleaning and laundry.

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, is generally in conformance with the Schedules attached to this Agreement, unless further specified under the Agreement, and filed in the Halifax Regional Municipality as Case Number 01162:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Landscaping Plan
Schedule D	Building Elevation (North)
Schedule E	Building Elevation (South)

Schedule F	Building Elevation (East)
Schedule G	Building Elevation (West)
Schedule H	P2 Parking Level
Schedule I	P1 Parking Level
Schedule J	Floor Plan - 1 st Level
Schedule K	Floor Plan - 2 nd Level
Schedule L	Floor Plan - 3 rd Level
Schedule M	Floor Plan - 4 th Level
Schedule N	Floor Plan - 5 th Level
Schedule O	Floor Plan - 6 th Level
Schedule P	Floor Plan - 7 th Level
Schedule Q	Floor Plan - 8 th Level
Schedule R	Floor Plan - 9 th Level
Schedule S	Floor Plan - 10 th Level
Schedule T	Roof Level

3.2 Permitted Land Uses

3.2.1 The following uses shall be permitted on the lands:

- (a) banks;
- (b) commercial recreation uses;
- (c) daycares;
- (d) offices;
- (d) personal service uses;
- (e) schools;
- (f) stores for retail trade;
- (g) residential uses; and
- (h) restaurants.

3.2.2 For greater certainty, in no case shall adult entertainment uses be permitted.

3.3 Land Use Requirements

3.3.1 Changes in the interior arrangement of floor space shown on 1st Level (Schedule J) shall be permitted provided that the "Commercial Space" is in general conformance with said schedule.

3.3.2 The uses permitted in the floor area generally identified on the 1st Level (Schedule J) as "Commercial Space" shall be restricted to:

- (a) banks;
- (b) commercial recreation uses;
- (c) daycares;
- (d) personal service uses;
- (e) restaurants;
- (f) schools; and
- (g) stores for retail trade.

3.3.3 The primary entrances for the uses identified in 3.3.2 shall be directly from Hollis and Morris streets, in general conformance with the Schedules.

3.3.4 A maximum of 1 dwelling unit shall be permitted on the 1st Level (Schedule J).

3.3.5 The 2nd Level through the 10th Level (Schedules K through S) shall be comprised of residential uses to a maximum of 84 dwelling units.

3.3.6 Changes in the interior arrangement of dwelling units shown on the 2nd Level through the 10th Level, (Schedules K through S) shall be permitted provided that the maximum number of the dwelling units specified in clause 3.3.5 is not exceeded and that such changes comply with all other requirements of Agreement including the parking space requirements.

3.3.7 Notwithstanding clause 3.3.5, the 2nd Level (Schedule K) may be used, in whole or in part, for non-residential uses that are permitted by this Agreement. Such a change in use shall not reduce the maximum number of dwelling units specified in clause 3.3.3.

3.3.7 The hours of operation for restaurants shall be between 7:00 a.m. and 12:00 a.m..

3.4 View Plane Requirements

3.4.1 For greater certainty, with regard to clause 3.1.1 (the Schedules of this Agreement), and notwithstanding any other provision of this Agreement, no element of the building, including any fixture which is to be attached to the building, shall violate the view plane requirements of the Land Use By-law.

3.5 Awnings

- 3.5.1 Where fixed or retractable awnings are shown on the Schedules as encroaching into the Municipal right-of-way, such encroachment shall be subject to separate Municipal approval pursuant to 1.3.1.
- 3.5.2 Where such awnings are permitted pursuant to 3.5.1, they shall be comprised of fabric material and any signage upon them shall be subject to the signage requirements of this Agreement.

3.6 Roof Mounted Mechanical and Telecommunication Equipment

- 3.6.1 Roof mounted mechanical equipment shall be as generally shown on the Schedules. Changes to the number, placement, size, and type of mechanical equipment shall be permitted where said equipment is visually concealed in a manner that is consistent with that which is shown on the Schedules.
- 3.6.2 Roof mounted telecommunication equipment shall be integrated into the roof design of the building.

3.7 Functional Elements

- 3.7.1 Other than roof mounted mechanical equipment, pursuant to 3.6.1, mechanical equipment, exhausts (except exhausts for individual dwelling units), propane tanks, electrical transformers, and other utilitarian features shall be visually concealed from abutting properties, including municipal rights-of-way.

3.8 Parking

- 3.8.1 The following parking requirements shall apply:
- (a) The minimum size of a parking space shall be 8 feet in width and 16 feet in length;
 - (b) The minimum width of driveways between parking spaces shall be 20 feet; and
 - (c) Parking shall be provided at a rate of:
 - (i) 1 parking space for every 4 bachelor dwelling units or 1 bedroom units, or part thereof; and
 - (ii) 1 parking space for every dwelling unit that is not a bachelor dwelling unit or 1 bedroom unit;
- 3.8.2 In addition to the vehicular parking shown on P2 Parking Level (Schedule H) and P1 Parking Level (Schedule I), bicycle parking shall be provided in accordance with the requirements of the Land Use By-law.

- 3.8.3 The parking space arrangement shown on P2 Parking Level (Schedule H) and P1 Parking Level (Schedule I) may be modified provided that the requirements of 3.8.1 and 3.8.2 are met.

3.9 Landscaping

- 3.9.1 Prior to the issuance of a Development Permit and Building Permit for the construction of the building, the Developer shall provide the Municipality with a detailed landscape plan, prepared by a Landscape Architect, which shall include design specifications and cost estimates for landscaping on the Lands. Landscaping shall be in general conformity with the Landscaping Plan (Schedule C) and shall be subject to the approval of the Development Officer.
- 3.9.2 Prior to issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect or other qualified professional certifying that all landscaping has been completed on the Lands according to the terms of this Agreement.
- 3.9.3 Notwithstanding clause 3.9.2, the first Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. 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 as approved by the Development Officer. Should the Developer not complete the landscaping within 12 months of issuance of the first 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 by a Landscape Architect.
- 3.9.4 It is the responsibility of the Developer to ensure that the underground parking structure and rooftop terraces are capable of supporting the loads from all landscaping as well as the anticipated mature weight of the plant material.

3.10 Building Lighting

- 3.10.1 This Agreement shall not oblige the Developer to illuminate the building, but where the building is illuminated, such illumination shall generally comply with the Schedules.

3.10.2 Lighting for signage, walkways, patios, balconies, and entrances shall be permitted and is not subject to 3.10.1.

3.10.3 The lighting pursuant to 3.10.1 and 3.10.2 shall be directed away from surrounding properties, including municipal right-of-ways except to the extent as shown on the Schedules.

3.10.4 Lighting shall be white in colour and shall not include illumination that flashes, moves, or varies in intensity.

3.11 Signage

3.11.1 Signs, excepting information signs, shall be related to businesses within the building.

3.11.2 Signs shall be externally illuminated, excepting that signage comprised of individual lettering may be backlit.

3.11.3 Signs shall not include any animation or illumination that flashes, moves, or varies in intensity.

3.11.4 Signs are permitted on the following parts of the building:

- (a) upon awnings, in general compliance with the Schedules;
- (b) above storefront windows and entrances, as fascia signs, upon the band above the first floor, to a maximum height of 3 feet; and
- (c) upon or behind 1st floor windows provided they occupy a maximum of 30 percent of that window's area.

3.11.5 Information signs are permitted on all parts of the building.

3.12 Public Art

3.12.1 The developer undertakes to recognize the historical significance of Charles Morris, Nova Scotia's first Surveyor General, by creating and maintaining a work of art or plaque commemorating this significance, which work or plaque shall be accessible by the public, or in the least, visible to the public, as part of the development.

3.13 Outdoor Storage and Display

3.13.1 No outdoor storage or outdoor display shall be permitted.

3.14 Solid Waste

- 3.14.1 Unless otherwise agreed to or required by the Municipality pursuant to 1.3.1, the Developer shall be responsible for solid waste collection from the building.
- 3.14.2 Unless otherwise agreed to or required by the Municipality pursuant pursuant to 1.3.1, the building shall include a designated space for four stream (refuse, recycling , cardboard, and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Official in consultation with Solid Waste Resources.

3.15 Deliveries and Solid Waste Collection

- 3.15.1 Unless otherwise agreed to or required by the Municipality pursuant to 1.3.1, the private collection of refuse and recyclables and deliveries shall occur between the hours of 7:00 a.m. and 9:00 p.m..

3.16 Construction/Sales Structure

- 3.16.1 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. The structure shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.17 Maintenance

- 3.17.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and 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.

3.18 Requirements Prior to Approval

- 3.18.1 Unless otherwise agreed to or required by the Municipality pursuant to a separate regulation or by-law, prior to the application for any municipal permits for the building, the Developer shall complete the MICI (Multi-unit/Industrial/Commercial/Institutional) process, as outlined by the Municipality.
- 3.18.2 Prior to the issuance of a Development Permit and a Building Permit for the building, the Developer shall provide the following to the Development Officer:

- (a) Written certification and plans from a Professional Surveyor that the proposed development conforms with the view plane requirements of the Land Use By-law;
 - (b) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.9 of this Agreement; and
 - (c) Confirmation of the undergrounding arrangement in accordance with Section 4.2 of this Agreement.
- 3.18.3 Prior to the issuance of a Development Permit and a Building Permit for the construction of the building, the Developer shall consolidate the lands into 1 lot.
- 3.18.4 Prior to the issuance of an Occupancy Permit for any of the components of the development on the Lands, the Developer shall provide the following to the Development Officer:
- (a) Written certification and plans from a Professional Surveyor that the completed building complies with the view plane requirements of the Land Use By-law; and
 - (b) Certification from a Landscape Architect that the Developer has complied with Section 3.8 of this Agreement.
- 3.18.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licences, and approvals required to be obtained by the Developer pursuant to this Agreement.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All construction shall conform to the Municipal Services 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 Municipal Engineer.

4.2 Underground Services

- 4.2.1 The Developer agrees to place all primary and secondary utility services (electrical and communication distribution systems) underground. In addition to being responsible for the full cost of placing secondary services underground, the Developer agrees to pay for all infrastructure costs required to place the primary utility services underground that are currently above ground within those portions of Morris Street and Hollis Street which abut the Lands. The Developer is responsible for meeting the requirements of applicable utility companies.
- 4.2.2 The Municipal Engineer may waive or alter the requirements of 4.2.1 where improvements to utility services are necessary that are beyond the obligations of the Developer as specified in clause 4.2.1 and the Developer is unable to secure such improvements from an applicable utility provider.

4.3 Proposed Encroachments

- 4.3.1 Any proposed building encroachments into the street rights-of-way, illustrated on the attached Schedules or otherwise, shall be subject to separate Municipal approval pursuant to 1.3.1.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Archaeological Monitoring and Protection

- 5.1.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer agrees to contact the Curator of Special Places, Heritage Division, Tourism, Culture, and Heritage prior to any disturbance of the site and to 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 Substantive Amendments

- 6.1.1 Amendments to any matters not identified under Section 6.2 shall be deemed

substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

6.2 Non-substantive Amendments

6.2.1 The following items are considered by both Parties to be non-substantive and may be amended by resolution of Council:

- (a) Changes to the exterior materials and colours of the building as shown on the Schedules;
- (b) Changes to the land use requirements specified in Section 3.3;
- (c) Changes to the awning provisions specified in Section 3.5;
- (d) Changes to the roof mounted mechanical and telecommunication equipment provisions specified in Section 3.6;
- (e) Changes to the functional elements provisions specified in Section 3.7;
- (f) Changes to the parking provisions specified in Section 3.8;
- (g) Changes to the landscaping provisions specified in Section 3.9 and including the Landscaping Plan (Schedule C);
- (h) Changes to the building lighting provisions specified in clauses 3.10.1, 3.10.2, and 3.10.4.
- (i) Changes to the signage provisions specified in Section 3.11, including the Schedules;
- (j) Changes to the requirements prior to approval specified in Section 3.18;
- (k) Changes to the requirements for underground services specified in Section 4.2;
- (l) Changes to the date of commencement of development specified in Section 8.3; and
- (m) Changes to the date of completion of development specified in Section 8.4.

PART 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

7.1.1 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 (24) hours of receiving such a request.

7.2 Failure to Comply

7.2.1 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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; and/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.

PART 8: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

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

8.2 Subsequent Owners

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

8.3 Commencement of Development

- 8.3.1 In the event that development on the Lands has not commenced within 3 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.
- 8.3.2 For the purposes of Subsection 8.3.1, commencement of development shall mean the installation of the foundation for the building.
- 8.3.3 For the purpose of Subsection 8.3.1, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2.1, if the Municipality receives a written request from the Developer at least 60 calendar days prior to the expiry of the commencement of development time period.

8.4 Completion of Development

- 8.4.1 Upon the completion of the development or portions thereof, or after 6 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office for Halifax County, Nova Scotia, whichever time period is less, 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 7 day of December, A.D., 2009.

File

SIGNED, SEALED AND DELIVERED)
in the presence of)

_____)

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

_____)

_____)

ROCKSTONE INVESTMENTS LIMITED

Per: _____

Per: _____

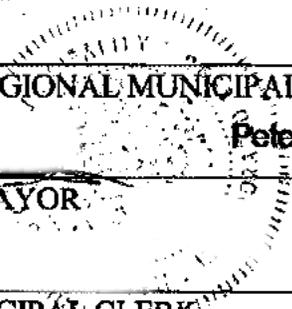
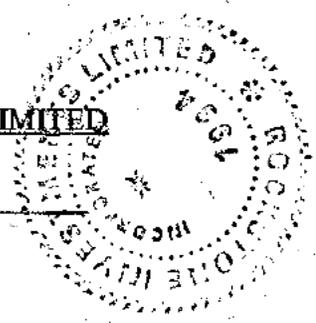
HALIFAX REGIONAL MUNICIPALITY

Per: Peter J. Kelly

MAYOR

Per: _____

MUNICIPAL CLERK



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 11 day of December, A.D., 2009, before me, the subscriber personally came and appeared ERIN SPARROW a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **ROCKSTONE INVESTMENTS LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his presence.

ELIAS A. METLEJ
A Barrister of the Supreme
Court of Nova Scotia

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 29th day of December, A.D., 2009, before me, the subscriber personally came and appeared before me Jane Cook & Sena Gbore the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Cathy Mellet, its Acting Municipal Clerk, its duly authorized officers in his presence.

A Commissioner of the Supreme Court
of Nova Scotia

SHERRYLL MURPHY
A Commissioner of the
Supreme Court of Nova Scotia

ALL that certain lot piece or parcel of land situate lying and being on the eastern side of Hollis Street, in the City and County of Halifax, and being more particularly described as follows:

BEGINNING on the eastern side of Hollis Street at a point distant southerly 116.0' from the intersection formed by the said eastern side of Hollis Street and the southern side of Morris Street;

THENCE southerly, along the eastern side of Hollis Street, 54' to the northern boundary of property now or formerly of one William Pryor;

THENCE easterly along the northern boundary of said Pryor property 152 feet or to the west boundary of property formerly of Hill and Reynolds, now the Nova Scotia Light and Power Co. Ltd.

THENCE northerly along the said western boundary 54 feet;

THENCE westerly, parallel with the southern boundary 152 feet or to the place of beginning.

The above described lot being the same property conveyed in the Deed recorded in the Registry of Deeds office for Halifax County in Book 420, Pages 549-551.

EXCEPTING out of the above described lot a strip of land 14 feet in width measured southerly from the northern boundary of the above described lot and extending from Hollis Street easterly 152 feet as conveyed to Manuel I. Zive by Deed bearing even date herewith; namely, September 2, 1950.

EXCEPTING FURTHER that parcel of land conveyed by Alta Zive Warren to Nova Scotia Light and Power Company Limited by Deed dated January 26, 1955 recorded in the Registry of Deeds Office at Halifax in Book 1300 at Page 670 and described as follows: ALL that certain lot, piece or parcel of land situate, lying and being to the east of Hollis Street in the City and County of Halifax, Province of Nova Scotia, and being Lot B on a Plan showing sub-division of properties of Manuel I. Zive and Alta Zive Warren made by George T. Bates, Provincial Land Surveyor, and dated January 4th, 1955, which said Plan was approved by the Halifax Town Planning Board and duly filed at the Registry of Deeds at Halifax under Number 2404, the said Lot B being more particularly described as follows:

BEGINNING on the boundary between the properties of Manuel I. Zive and Alta Zive Warren at a point distant easterly 85 feet from the eastern official street line of Hollis Street, the said point being the south-west corner of Lot 2 as shown on said Plan;

THENCE easterly, along the said boundary between the properties of Manuel I. Zive and Alta Zive Warren, being also the southern boundary of said Lot 2, 67 feet or to the property of Nova Scotia Light and Power Company Limited, as shown on said Plan;

THENCE southerly along the western boundary of said property, 40 feet or to the northern boundary of property formerly of William Pryor, as shown on said Plan;

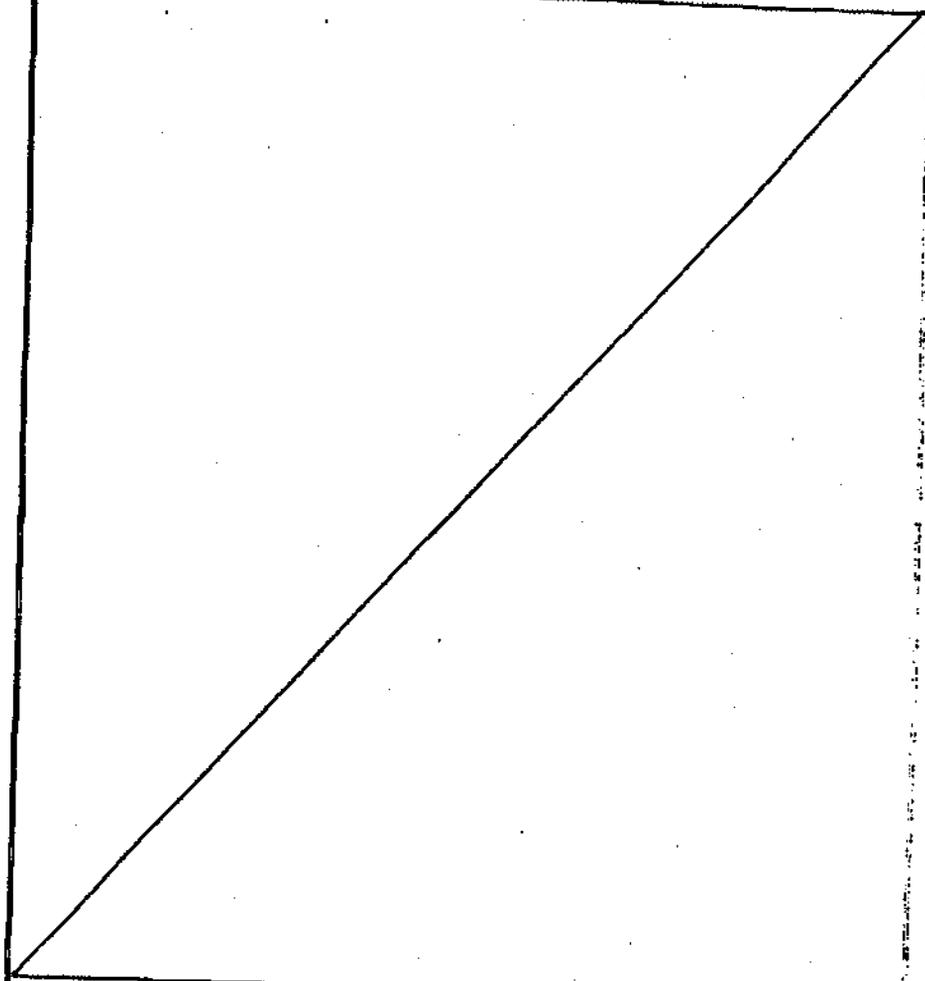
THENCE westerly, along the northern boundary of said Pryor property, 67 feet or to the eastern boundary of Lot A as shown on said Plan;

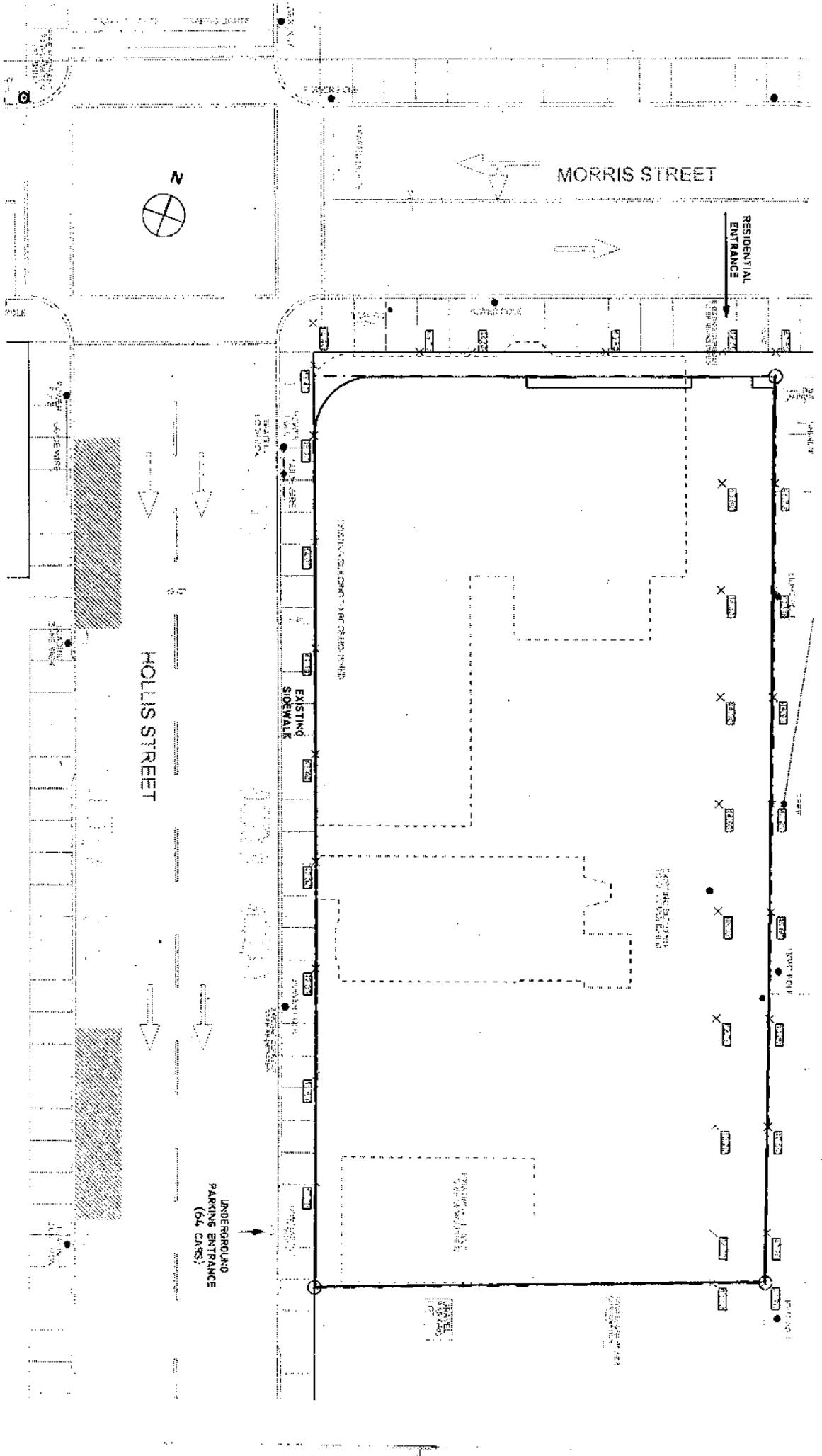
THENCE northerly, along the eastern boundary of said Lot A, 40 feet or to the place of beginning.

The above described lot being a portion of the property conveyed to Alta Zive Warren by Dorothy Sheffman by Deed dated September 2, 1950, and recorded at the Registry of Deeds at Halifax in Book 1084, page 1013.

SCHEDULE "A"

All that certain lot, piece or parcel of land and premises situate at the corner of Hollis and Morris Streets in the City of Halifax, and abutted and bounded and described as follows: that is to say - BEGINNING at the corner of Hollis and Morris Streets and thence measuring eastwardly on the south side of Morris Street, eighty-seven feet, until it comes to land formerly of William Lawson, thence southwardly by said William Lawson's land, one hundred seventeen feet, more or less until it comes to property now or formerly of L. Solomon's estate, thence westwardly by said property of Solomon's estate eighty-five feet, until it comes to Hollis Street, thence northwardly along east side of Hollis Street, one hundred sixteen feet, more or less, to the place of beginning, being part of messuage land and premises formerly belonging to the late S.O.W. Archibald, and purchased from the executors of his estate by the said William Lawson. TOGETHER with a strip of land 14 feet in width adjoining the southern boundary of the above described lot, and extending from Hollis Street easterly 152 feet, as described in a deed to Alta Zive Warren bearing even date herewith;





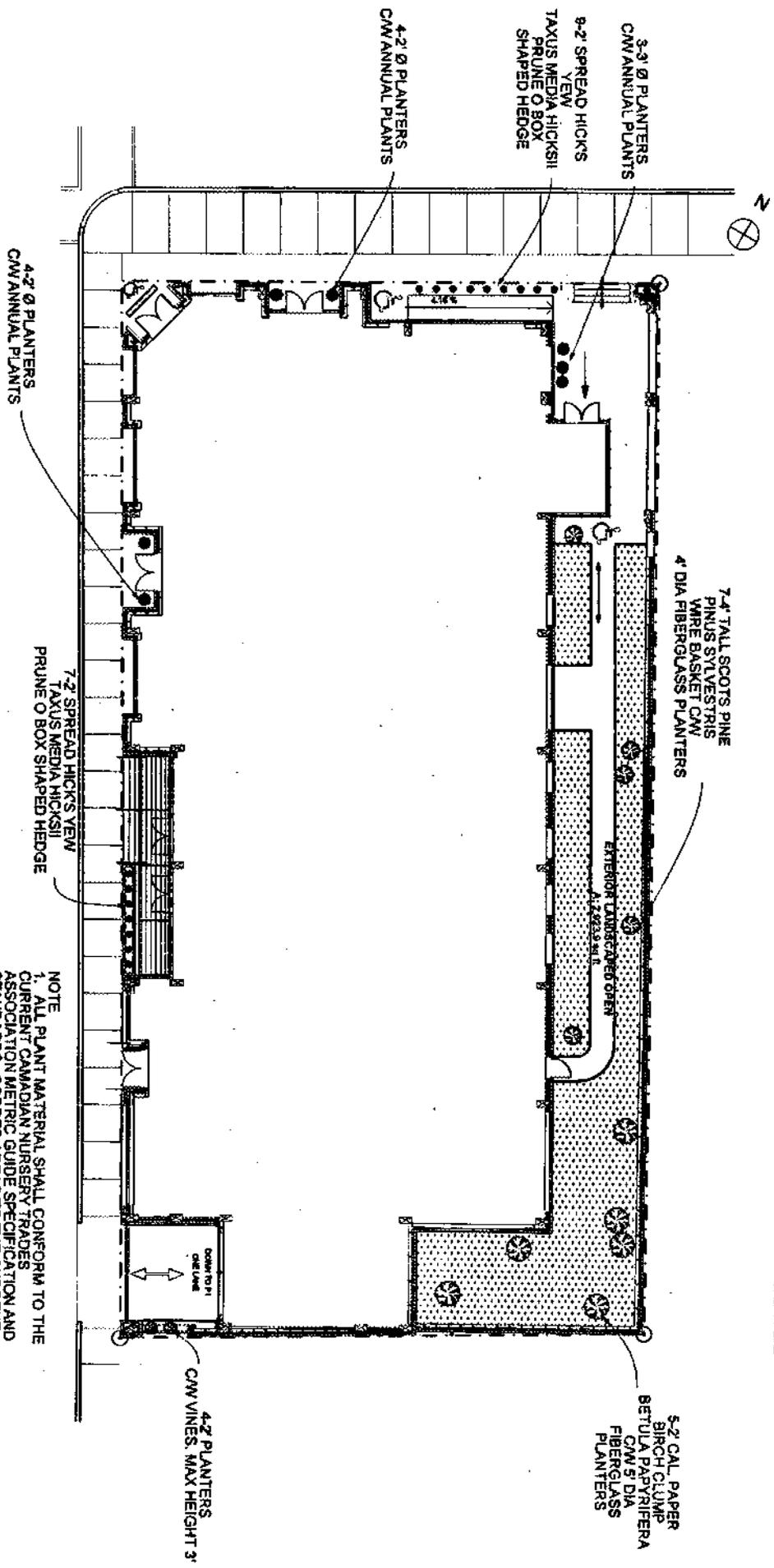
1/16" = 1'-0"

SITE PLAN

SCALE IF PRINTED ON 11X17 PAPER
 Plotted on 7/17/2009 at 5:08 PM

SCHEDULE: B

PROPERTY LINE



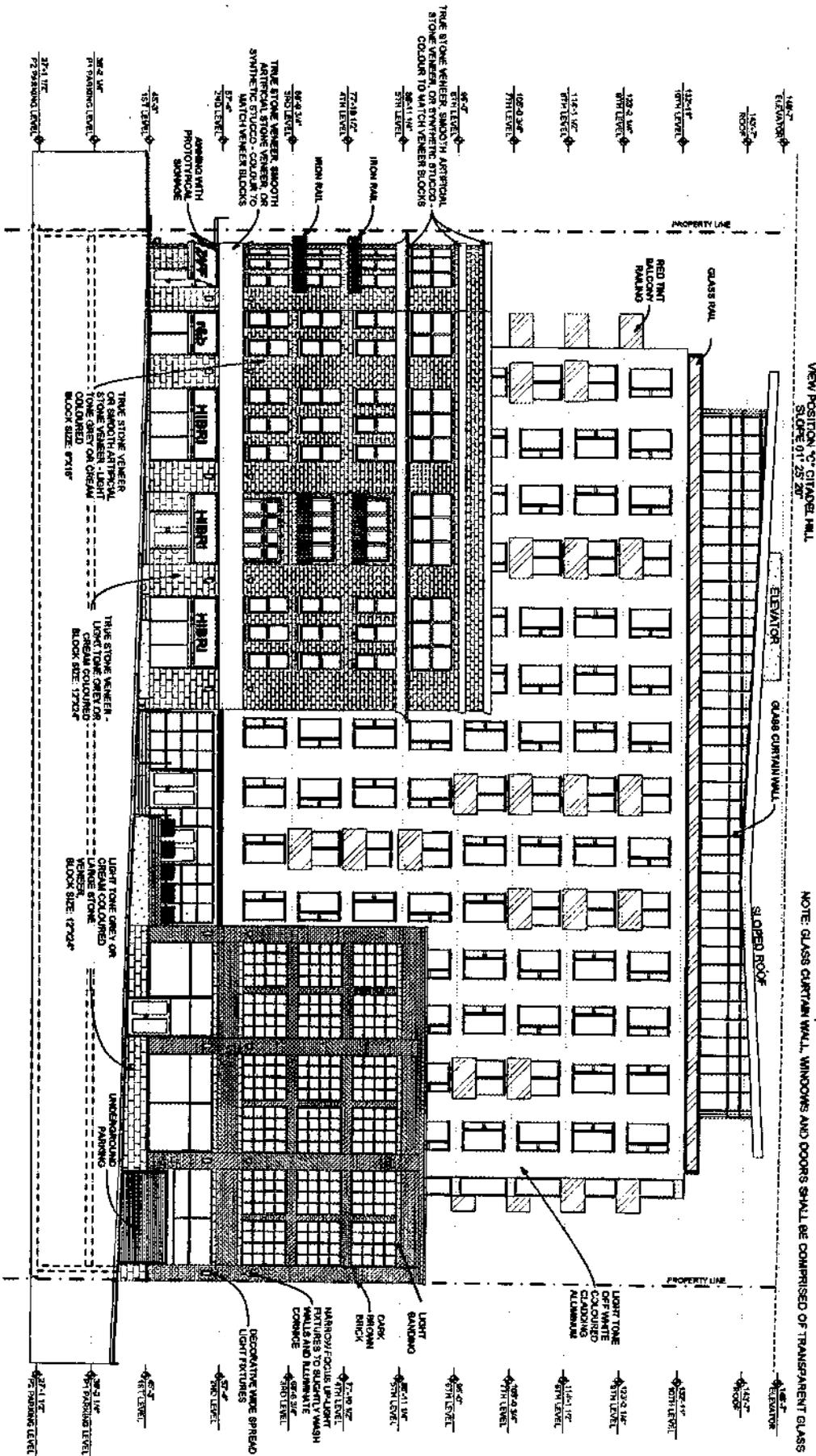
NOTE
 1. ALL PLANT MATERIAL SHALL CONFORM TO THE CURRENT CANADIAN NURSERY TRADERS ASSOCIATION METRIC GUIDE SPECIFICATION AND STANDARDS. SODDED AREAS TO THE CURRENT CANADIAN NURSERY SOD GROWERS SPECIFICATIONS.
 2. PLANT SIZES SHALL BE MINIMUM SIZE SPECIFICATIONS UNLESS OTHERWISE SHOWN.

1/16" = 1'-0"

1ST LEVEL PLANTING PLAN

SCALE IF PRINTED ON 11X17 PAPER
 Picked on 7/17/2006 at 5:08 PM

SCHEDULE: C



NEW POSITION OF GIRARD HALL
 SLOPE 01' 25" 30"

NOTE: GLASS CURTAIN WALL, WINDOWS AND DOORS SHALL BE COMPRISED OF TRANSPARENT GLASS

1/16" = 1'-0"

BUILDING ELEVATION (HOLLIS STREET)

SCALE IF PRINTED ON 11X17 PAPER
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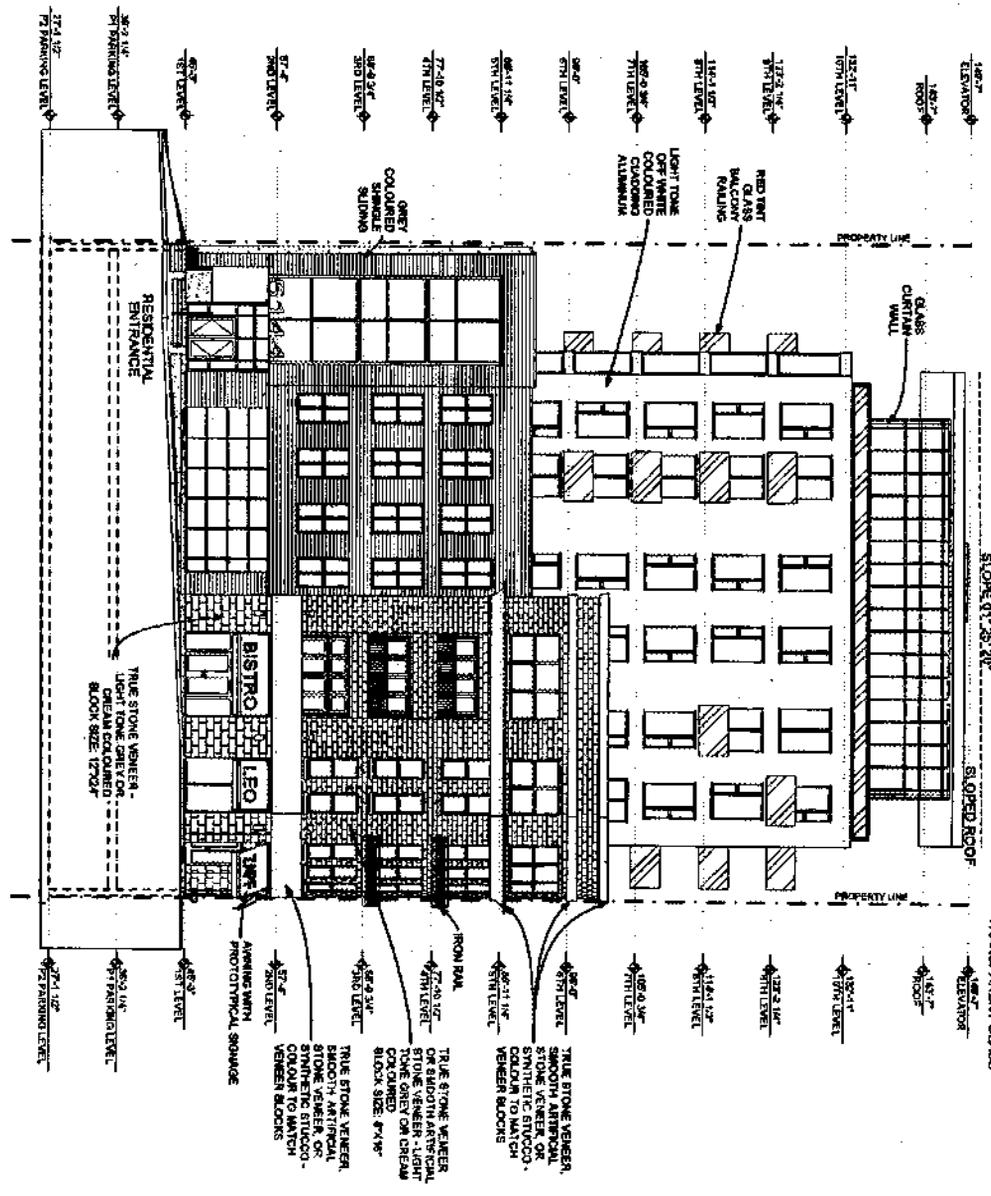
SCHEDULE: D

1/16" = 1'-0"

BUILDING ELEVATION (MORRIS STREET)

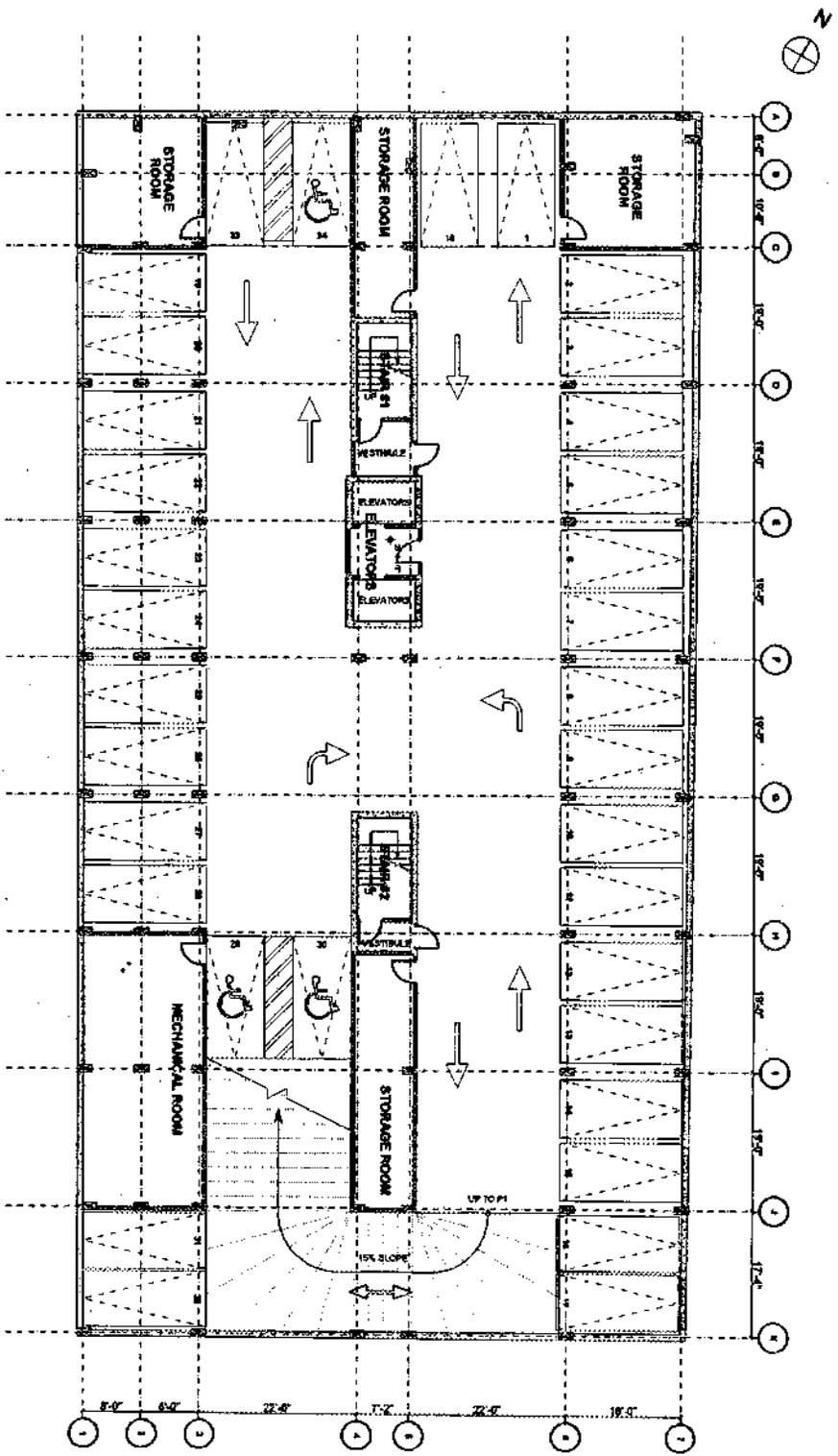
SCALE IF PRINTED ON 11X17 PAPER
 PLOTTED ON 7/17/2009 at 5:08 PM

SCHEDULE: E



VIEW POSITION 1/2" CITADEL HILL
 SCALE: 1/16" = 1'-0"

NOTE: GLASS CURTAIN WALL WINDOWS AND
 DOORS SHALL BE COMPOSED OF
 TRANSPARENT GLASS

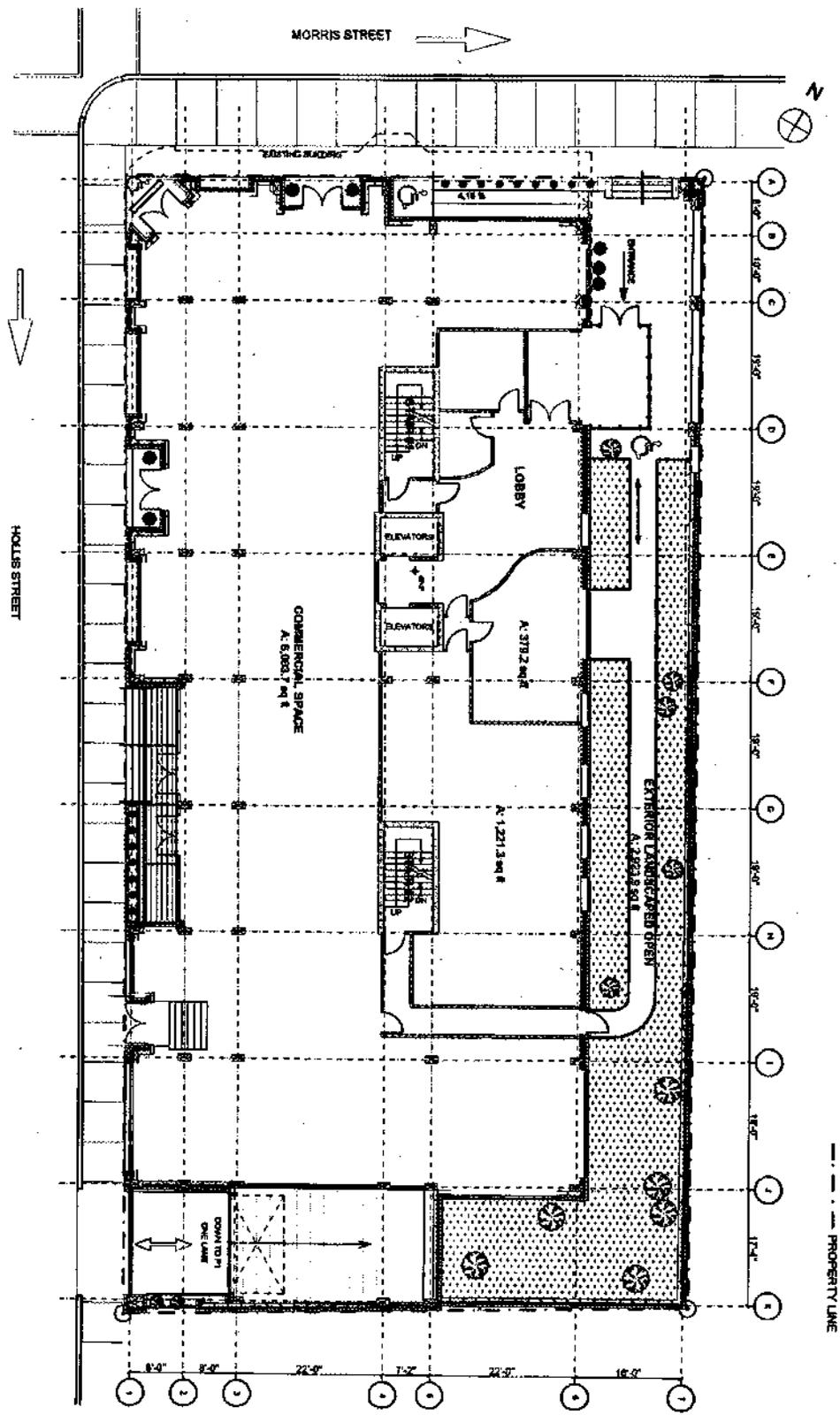


1/16" = 1'-0"

P2 PARKING LEVEL (EL: 27'-1 1/2")

SCALE IF PRINTED ON 11X17 PAPER
 Plotted on 7/17/2009 at 5:08 PM

SCHEDULE: H

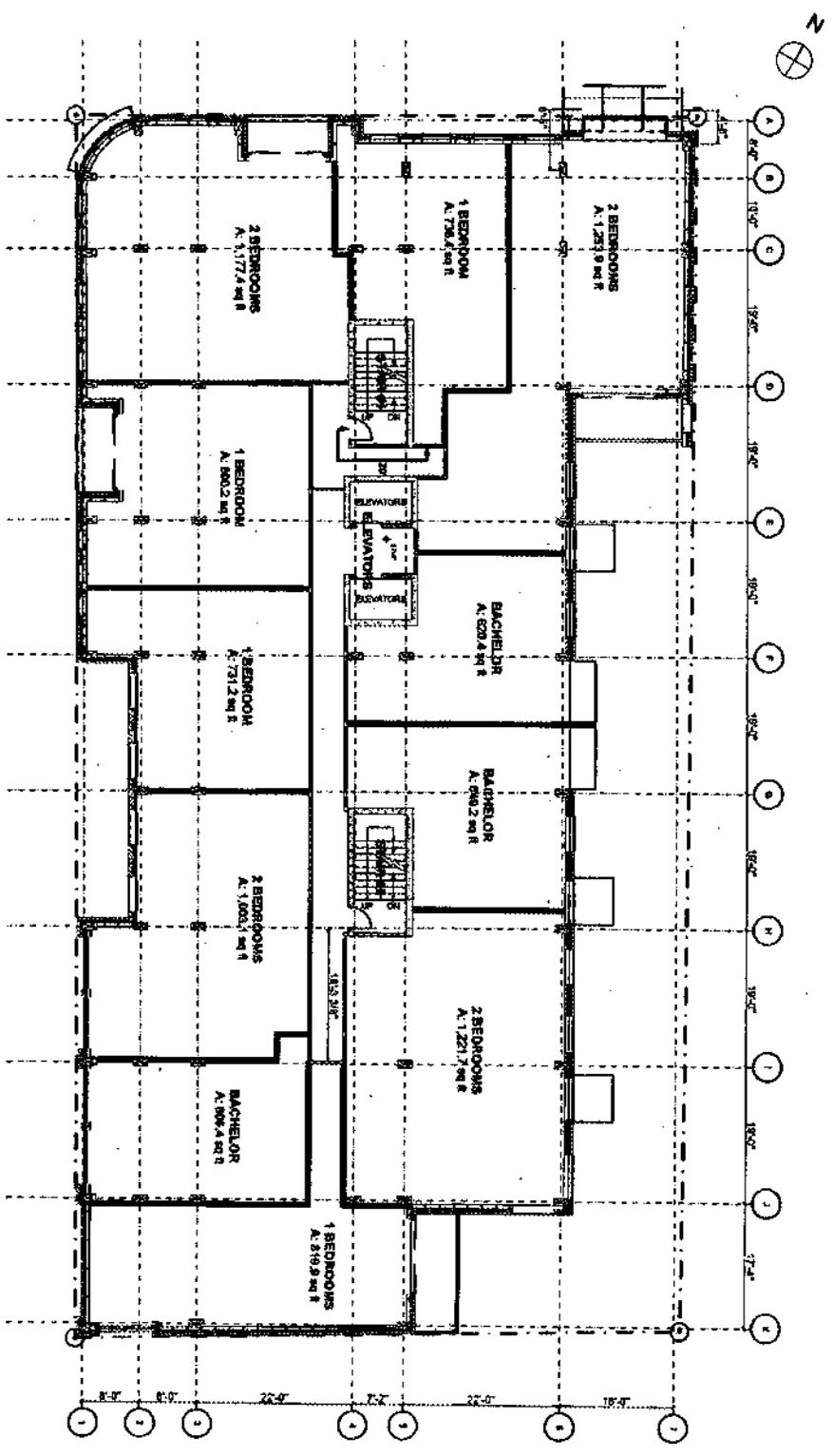


1/16" = 1'-0"

1ST LEVEL (EL. 45'-3")

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Plotted on 7/17/2009 at 5:08 PM

SCHEDULE: J

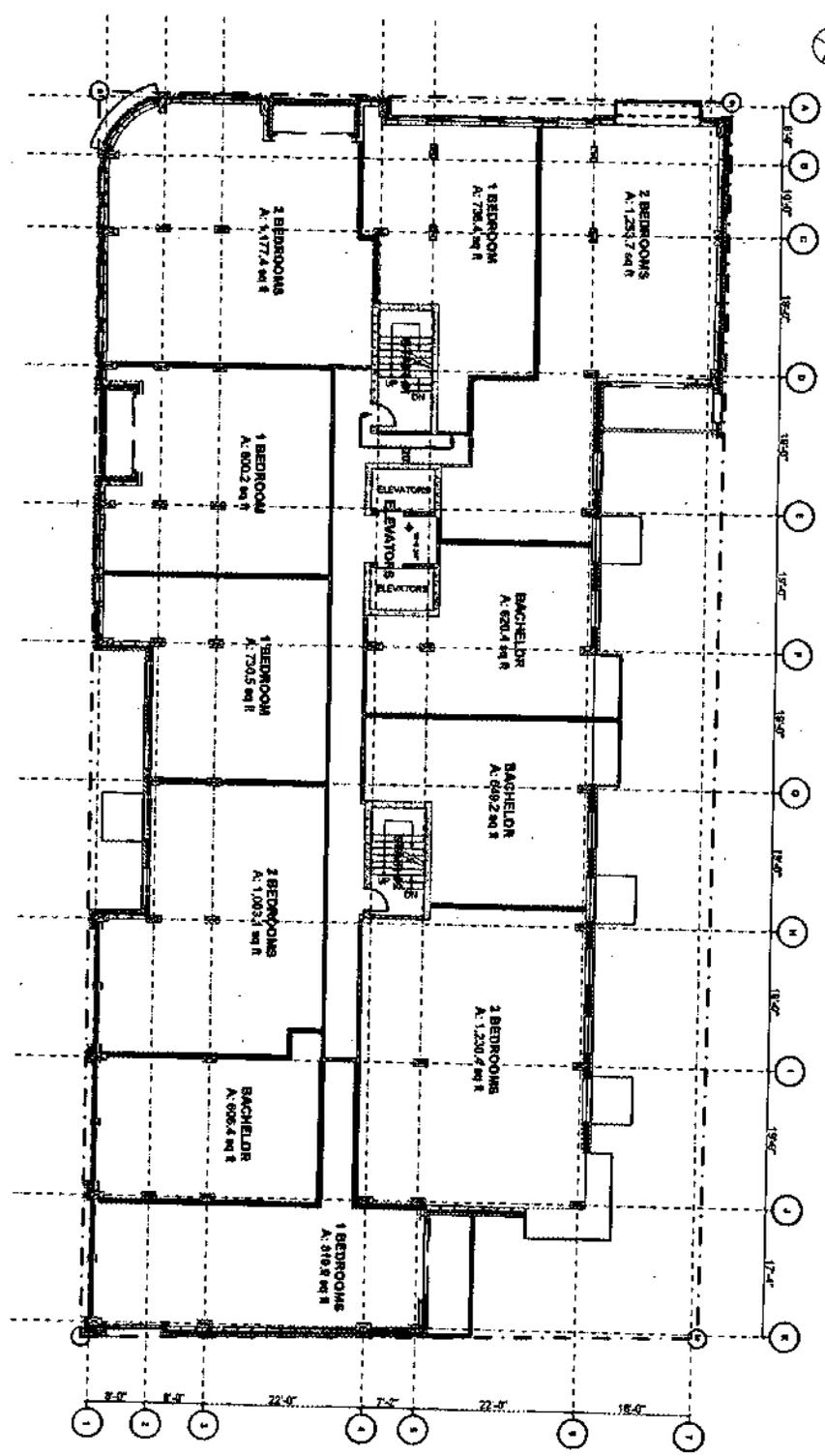


1/16" = 1'-0"

2ND LEVEL (EL:57.4')

SCALE IF PRINTED ON 11X17 PAPER
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SCHEDULE: K

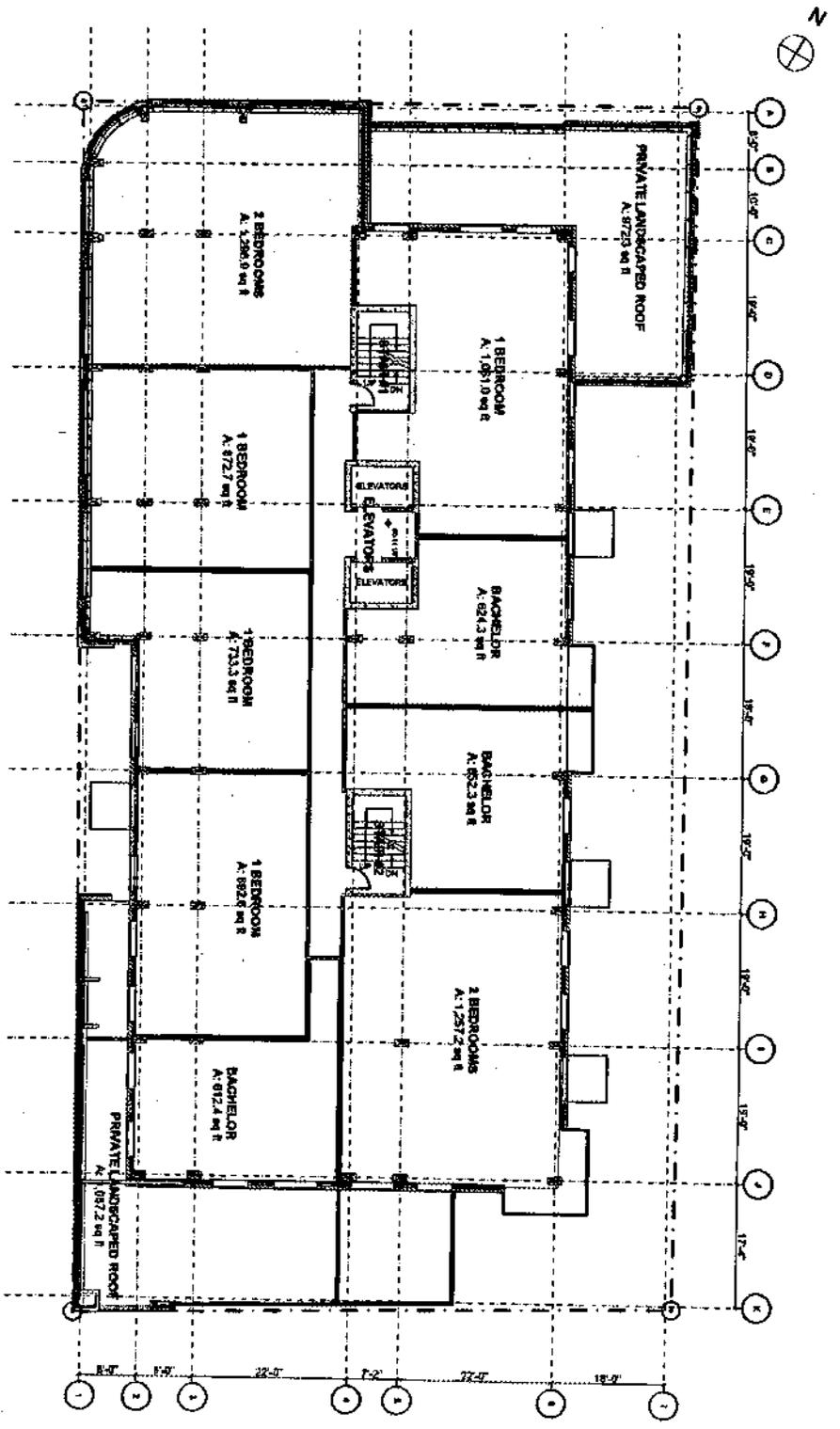


1/16" = 1'-0"

3RD LEVEL (EL. 68'-9 3/4")

SCALE IF PRINTED ON 11X17 PAPER
Printed on 7/17/2009 at 5:08 PM

SCHEDULE: L

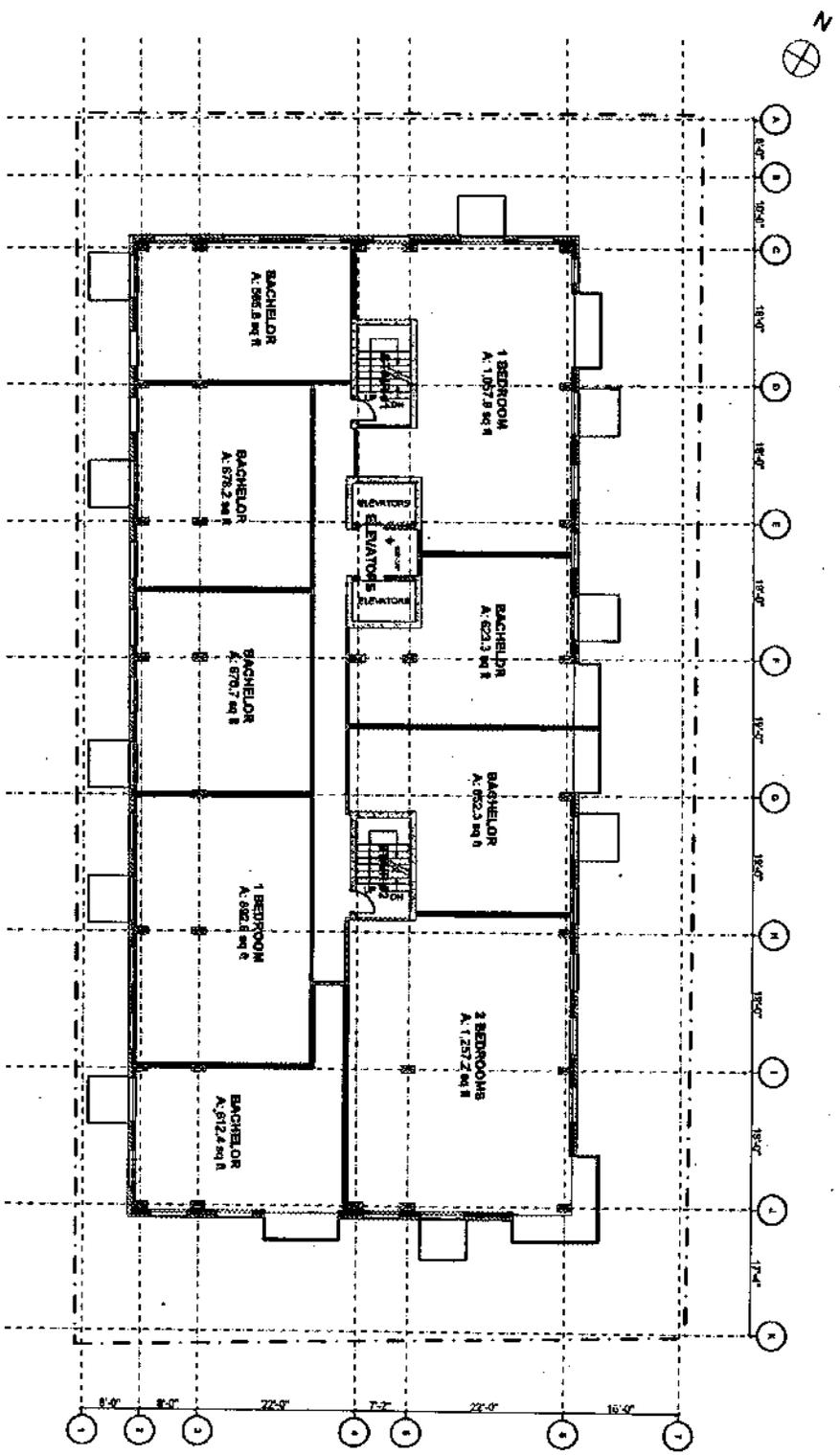


1/16" = 1'-0"

5TH LEVEL (EL: 86-11 1/4')

SCALE IF PRINTED ON 11X17 PAPER
 Plotted on 7/17/2009 at 5:09 PM

SCHEDULE: N

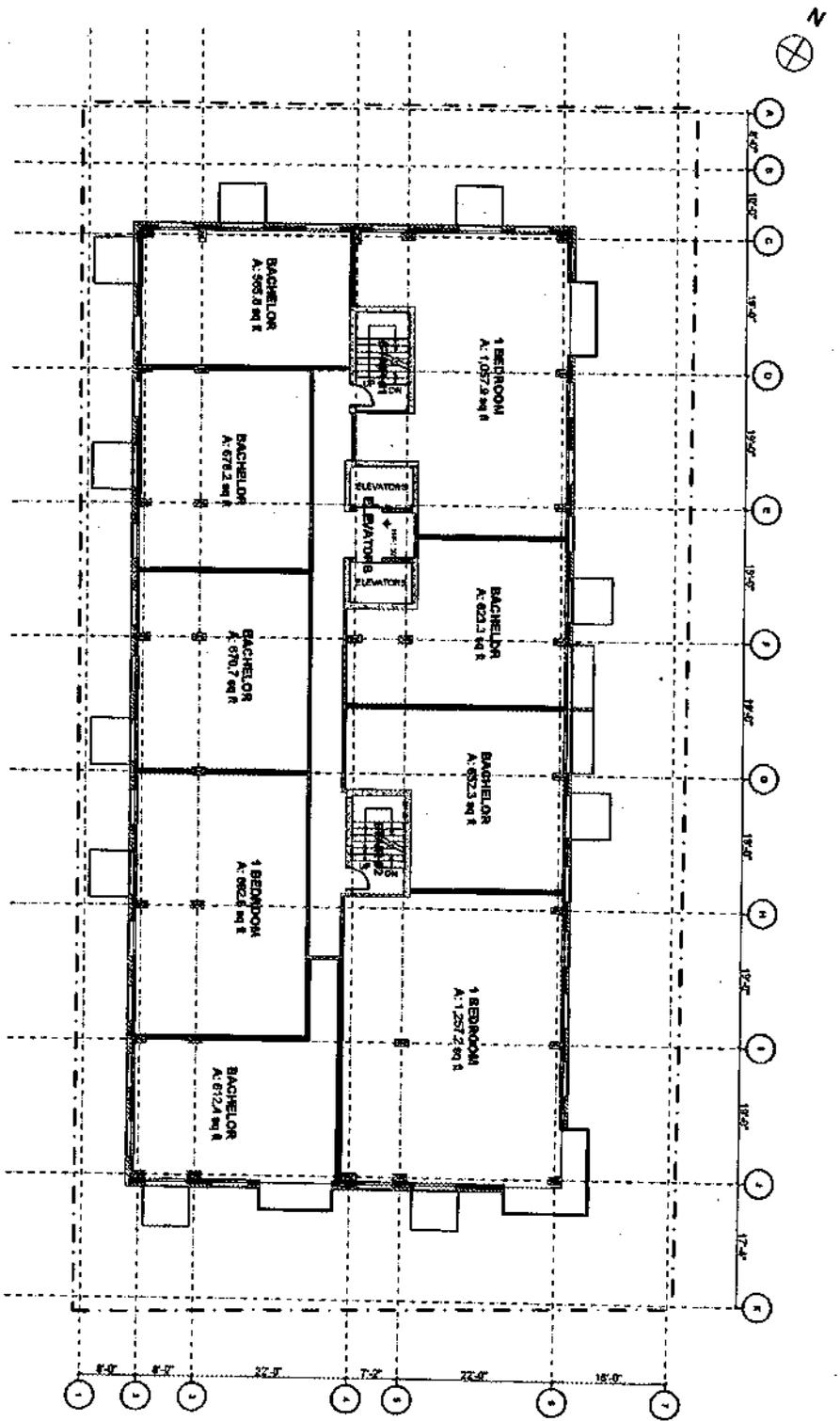


1/16" = 1'-0"

7TH LEVEL (EL.: 105'-0 3/4")

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SCHEDULE: P

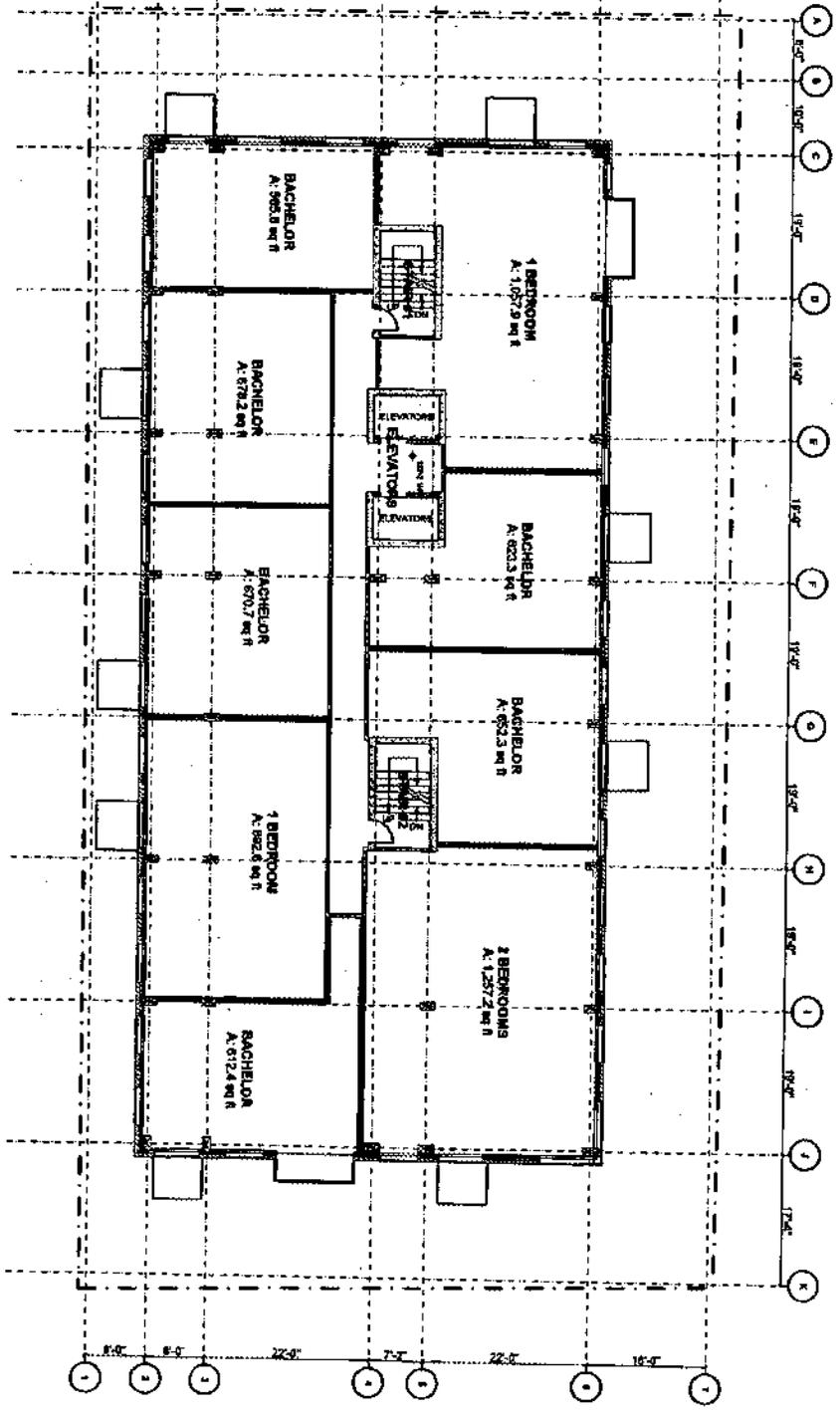
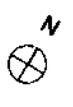


1/16" = 1'-0"

8TH LEVEL (EL: 114'-1 1/2")

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SCHEDULE: Q

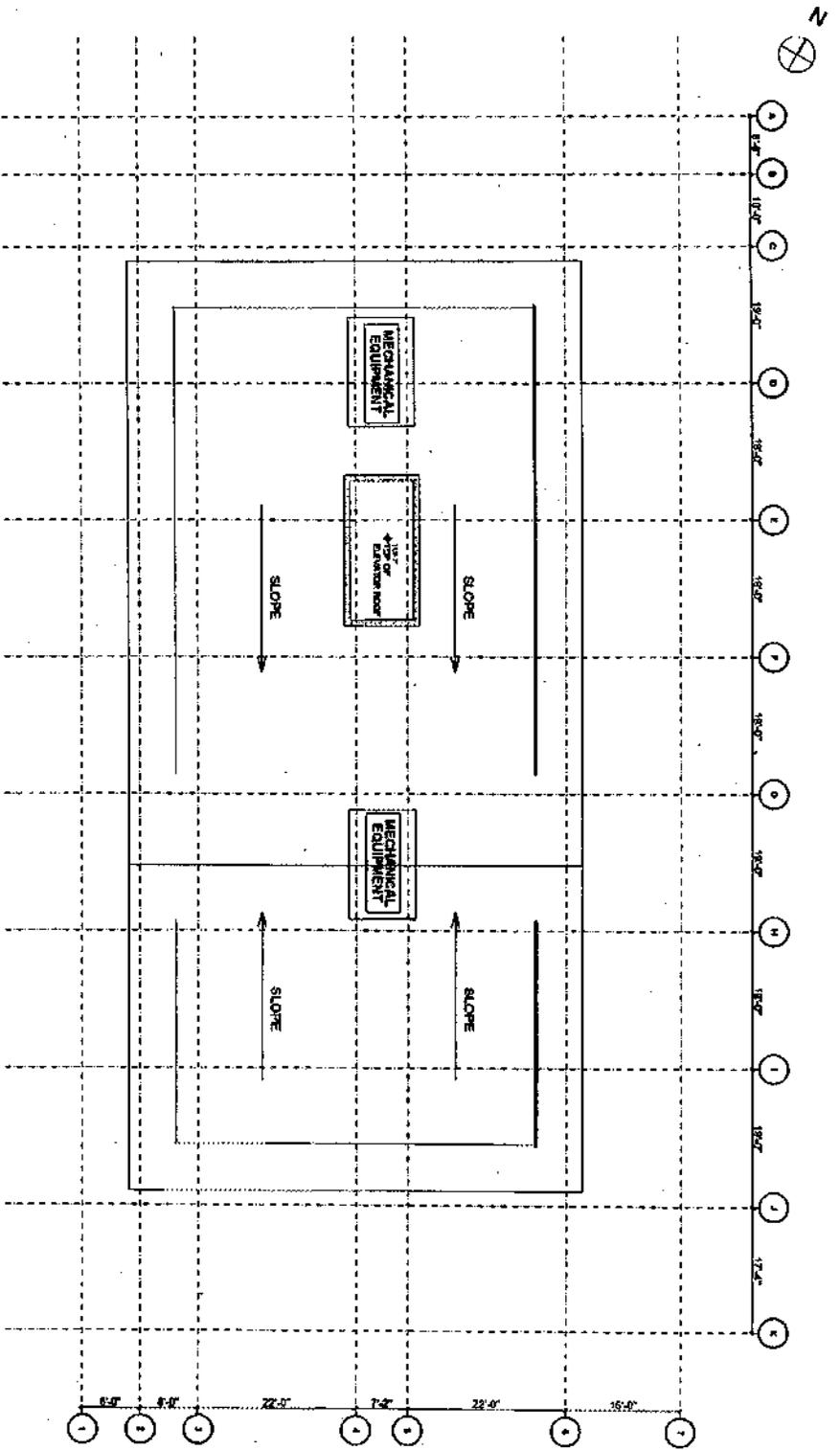


1/16" = 1'-0"

9TH LEVEL (EL.: 123'-2 1/4")

SCALE IF PRINTED ON 11X17 PAPER
 Plotted on 7/17/2009 at 5:09 PM

SCHEDULE: R



1/16" = 1'-0"

ROOF LEVEL (EL. SLOPPED)

SCALE IF PRINTED ON 11X17 PAPER
 Plotted on 7/17/2008 at 5:08 PM

SCHEDULE: T

ALL that certain lot piece or parcel of land situate lying and being on the eastern side of Hollis Street, in the City and County of Halifax, and being more particularly described as follows:

BEGINNING on the eastern side of Hollis Street at a point distant southerly 116.0' from the intersection formed by the said eastern side of Hollis Street and the southern side of Morris Street;

THENCE southerly, along the eastern side of Hollis Street, 54' to the northern boundary of property now or formerly of one William Pryor;

THENCE easterly along the northern boundary of said Pryor property 152 feet or to the west boundary of property formerly of Hill and Reynolds, now the Nova Scotia Light and Power Co. Ltd.

THENCE northerly along the said western boundary 54 feet;

THENCE westerly, parallel with the southern boundary 152 feet or to the place of beginning.

The above described lot being the same property conveyed in the Deed recorded in the Registry of Deeds office for Halifax County in Book 420, Pages 549-551.

EXCEPTING out of the above described lot a strip of land 14 feet in width measured southerly from the northern boundary of the above described lot and extending from Hollis Street easterly 152 feet as conveyed to Manuel I. Zive by Deed bearing even date herewith; namely, September 2, 1950.

EXCEPTING FURTHER that parcel of land conveyed by Alta Zive Warren to Nova Scotia Light and Power Company Limited by Deed dated January 26, 1955 recorded in the Registry of Deeds Office at Halifax in Book 1300 at Page 670 and described as follows: ALL that certain lot, piece or parcel of land situate, lying and being to the east of Hollis Street in the City and County of Halifax, Province of Nova Scotia, and being Lot B on a Plan showing sub-division of properties of Manuel I. Zive and Alta Zive Warren made by George T. Bates, Provincial Land Surveyor, and dated January 4th, 1955, which said Plan was approved by the Halifax Town Planning Board and duly filed at the Registry of Deeds at Halifax under Number 2404, the said Lot B being more particularly described as follows:

BEGINNING on the boundary between the properties of Manuel I. Zive and Alta Zive Warren at a point distant easterly 85 feet from the eastern official street line of Hollis Street, the said point being the south-west corner of Lot 2 as shown on said Plan;

THENCE easterly, along the said boundary between the properties of Manuel I. Zive and Alta Zive Warren, being also the southern boundary of said Lot 2, 67 feet or to the property of Nova Scotia Light and Power Company Limited, as shown on said Plan;

THENCE southerly along the western boundary of said property, 40 feet or to the northern boundary of property formerly of William Pryor, as shown on said Plan;

THENCE westerly, along the northern boundary of said Pryor property, 67 feet or to the eastern boundary of Lot A as shown on said Plan;

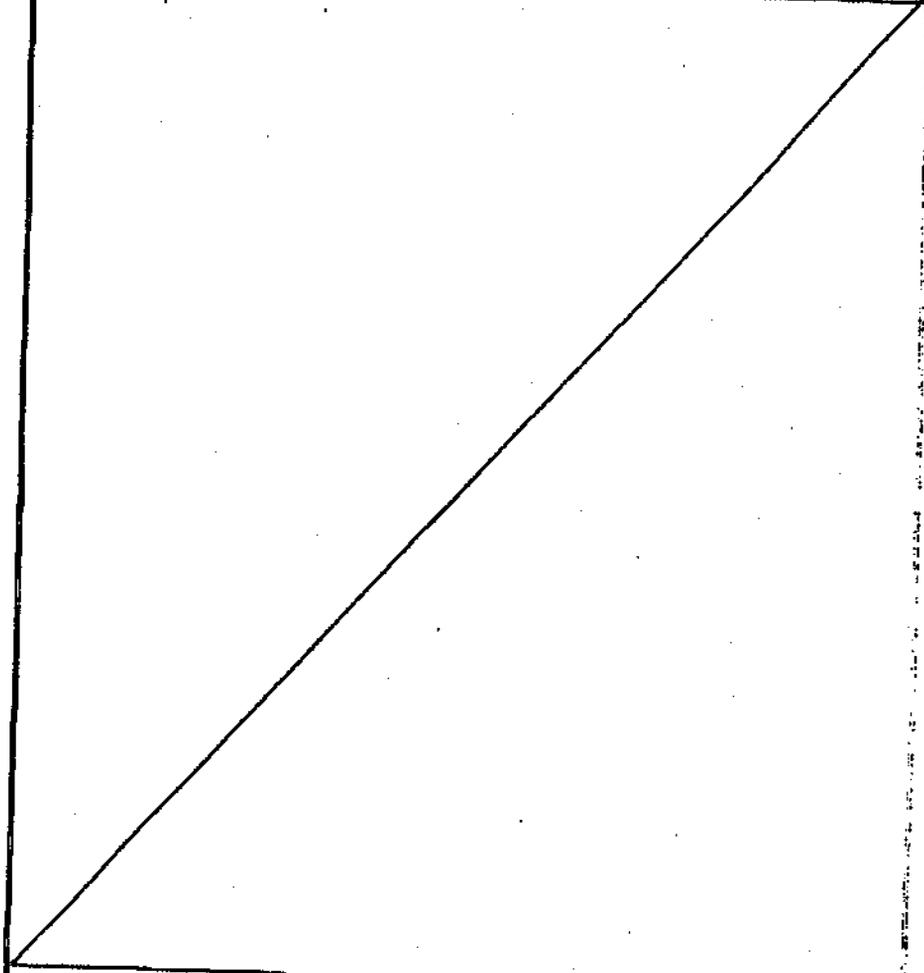
THENCE northerly, along the eastern boundary of said Lot A, 40 feet or to the place of beginning.

The above described lot being a portion of the property conveyed to Alta Zive Warren by Dorothy Sheffman by Deed dated September 2, 1950, and recorded at the Registry of Deeds at Halifax in Book 1084, page 1013.

SCHEDULE "A"

All that certain lot, piece or parcel of land and premises situate at the corner of Hollis and Morris Streets in the City of Halifax, and abutted and bounded and described as follows: that is to say - BEGINNING at the corner of Hollis and Morris Streets and thence measuring eastwardly on the south side of Morris Street, eighty-seven feet, until it comes to land formerly of William Lawson, thence southwardly by said William Lawson's land, one hundred seventeen feet, more or less until it comes to property now or formerly of L. Solomon's estate, thence westwardly by said property of Solomon's estate eighty-five feet, until it comes to Hollis Street, thence northwardly along east side of Hollis

Street, one hundred sixteen feet, more or less, to the place of beginning, being part of messuage land and premises formerly belonging to the late S.O.W. Archibald, and purchased from the executors of his estate by the said William Lawson. TOGETHER with a strip of land 14 feet in width adjoining the southern boundary of the above described lot, and extending from Hollis Street easterly 152 feet, as described in a deed to Alta Zive Warren bearing even date herewith;



Attachment C – Legislative Authority

HRM Charter, Part VIII, Planning and Development, including:

Development agreements

240 (1) The Council may consider development by development agreement where a municipal planning strategy identifies

- (a) the developments that are subject to a development agreement;
- (b) the area or areas where the developments may be located; and
- (c) the matters that the Council must consider prior to the approval of a development agreement.

(2) The land-use by-law must identify the developments to be considered by development agreement. 2008, c. 39, s. 240.

Content of development agreements

242 (1) A development agreement may contain terms with respect to

- (a) matters that a land-use by-law may contain;
- (b) hours of operation;
- (c) maintenance of the development;
- (d) easements for the construction, maintenance or improvement of watercourses, ditches, land drainage works, stormwater systems, wastewater facilities, water systems and other utilities;
- (e) grading or alteration in elevation or contour of the land and provision for the disposal of storm and surface water;
- (f) the construction, in whole or in part, of a stormwater system, wastewater facilities and water system;
- (g) the subdivision of land;
- (h) security or performance bonding.

(2) A development agreement may include plans or maps.

(3) A development agreement may

- (a) identify matters that are not substantive or, alternatively, identify matters that are substantive;
- (b) identify whether the variance provisions are to apply to the development agreement;
- (c) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;
- (d) provide that upon the completion of the development or phases of the development, the development agreement, or portions of it, may be discharged by the Council;
- (e) provide that, where the development does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by the Council without the concurrence of the property owner. 2008, c. 39, s. 242.

Requirements for effective development agreement

243 (1) A development agreement must not be entered into until

- (a) the appeal period has elapsed and no appeal has been commenced; or
- (b) all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board.

(2) The Council may stipulate that a development agreement must be signed by the property owner within a specified period of time.

(3) A development agreement does not come into effect until

- (a) the appeal period has elapsed and no appeal has been commenced or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Board;
- (b) the development agreement is signed by the property owner, within the specified period of time, if any, and the Municipality; and
- (c) the development agreement is filed by the Municipality in the registry.

(4) The Clerk shall file every development agreement, amendment to a development agreement and discharge of a development agreement in the registry. 2008, c. 39, s. 243.

Attachment C – Legislative Authority

Discharge of development agreement

244 (1) A development agreement is in effect until discharged by the Council.

(2) The Council may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner.

(3) After a development agreement is discharged, the land is subject to the land-use by-law, 2008, c. 39, s. 244.