



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

Item No. 13.1.2
Harbour East - Marine Drive Community Council
October 6, 2106

TO: Chair and Members of the Harbour East - Marine Drive Community Council

SUBMITTED BY: ORIGINAL SIGNED

Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: September 12, 2016

SUBJECT: **Case 18599: MPS and LUB amendments and Development Agreement for 1490 Main Road, Eastern Passage**

SUPPLEMENTARY REPORT

ORIGIN

- Application by GarMar Developments Limited;
- On August 9, 2016 Regional Council approved amendments to the MPS/LUB for Eastern Passage/ Cow Bay to permit two multiple unit dwellings containing 60 units each at 1490 Main Road in Eastern Passage; and
- September 10, 2016 coming into effect of MPS/LUB amendments.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Harbour East - Marine Drive Community Council:

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A, to permit two multiple unit dwellings containing 60 units each at 1490 Main Road in Eastern Passage; and
2. Require that the proposed development agreement be signed by the property owner within 120 or longer if warranted days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND / DISCUSSION

On August 9, 2016 Regional Council held a public hearing to consider amendments to the Eastern Passage/ Cow Bay MPS and LUB, as well as a proposed development agreement, to permit two five storey apartment buildings (60 units per building) at 1490 Main Road in Eastern Passage. Following the public hearing, Regional Council approved the amendments to the Eastern Passage/ Cow Bay MPS and LUB to permit changes to the height, massing and design features and the number of multiple unit buildings on a lot in the Community Commercial Designation. For more information, please see the staff report at the following link.

<http://www.halifax.ca/council/agendasc/documents/160809ca22.pdf>

As noted in the July 5, 2016 staff report, Harbour East - Marine Drive Community Council could not make a decision on the proposed development agreement until the MPS and LUB amendments became effective. As the amendments became effective on September 10, 2016, Community Council is now able to consider the proposed development agreement as contained in Attachment A of this report.

Impact of Future Development to Adjacent Existing Wells

At the August 9, 2016 public hearing, a resident located adjacent to 1490 Main Road, Eastern Passage raised concern about the potential impact of the proposed development to his existing well. This concern is not necessarily limited to this individual property owner, as other wells may exist that are also adjacent to sites where development could occur in accordance with the recently approved policy. When municipal water systems are constructed in existing communities, properties containing existing wells are not required to connect to the municipal water service. In most cases, residents choose to connect to the water system due to water quality or quantity problems.

In terms of development and impacts to adjacent wells, the onus is on the developer to give appropriate care and consideration which would address any impacts from their construction projects. If blasting is required, the HRM Blasting By-law requires that adjacent wells be assessed for age and condition both before and after blasting. If there is an issue and it is deemed to be as a result of blasting, it would be addressed through the Developer's insurance. Therefore, the cost to repair an existing well service or connect into the municipal water service is a civil matter to be addressed between private property owners.

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 2016/ 2017 budget 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. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of this report.

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 providing information and seeking comments through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area, a public information meeting held on January 15, 2014, and a public hearing held on August 9, 2016.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in the staff report dated June 3, 2016.

ALTERNATIVES

1. Harbour East - Marine Drive Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiation with the applicant and may require a supplementary report or another public hearing. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Harbour East - Marine Drive Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the proposed agreement does not reasonably carry out the intent of the MPS. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Attachment A Proposed Development Agreement

Original Staff Report (June 3, 2016): <http://www.halifax.ca/council/agendasc/documents/160809ca22.pdf>

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

Report Prepared by: Shayne Vipond, Planner III, 902.490.4335

ORIGINAL SIGNED

Report Approved by:

Kelly Denty, Manager, Current Planning, 902.490.4800

Attachment A
Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 2016,

BETWEEN:

[Insert Name of Corporation/Business LTD.]

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")
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 **[Insert - PID No.]**, 1490 Main Road, Eastern Passage, 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 2 multiple unit dwellings, each containing a maximum of 60 dwelling units, on the Lands, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy COM -12 of the Municipal Planning Strategy for Eastern Passage/Cow Bay;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18599; 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, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Eastern Passage/Cow Bay 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/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

- 1.5.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

- 1.6.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

- 2.1.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18599:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Preliminary Plan of Subdivision/ Consolidation
Schedules E1, E2	Interior Parking Plans
Schedules F1, F2	Front and Rear Elevation Plans
Schedules G, G1	Left and Right Elevation Plans

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer:
- (a) A Lighting Plan in accordance with section 3.11 of this Agreement; and
 - (b) A Landscaping Plan in accordance with section 3.12 of this Agreement.
- 3.2.2 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:
- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in section 3.11 of this Agreement.
 - (b) Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in section 3.12 of this Agreement; and
- 3.2.3 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, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.2.4 Prior to the Final Subdivision Approval for Lot A and B as per Schedule D, a registered easement in favour Lot B for access over Lot A shall be required.

3.2.5 If subdivision occurs prior to the completion of Phase 2, Lot A will require a temporary turning easement along the phasing line as indicated in Schedule D.

3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement shall be two (2) multiple unit dwellings, each containing a maximum of 60 dwelling units.

3.3.2 A minimum of 32 dwelling units in each building shall contain two (2) or three (3) bedrooms.

3.2.3 The penthouses shall:

- (a) shall not contain dwelling units; and
- (b) include a minimum 278 square metres of amenity area(s).

3.2.4 Accessory buildings shall be permitted pursuant to the requirements of the Land Use By-law.

3.4 Phasing

3.4.1 Development of the Lands shall be completed in two (2) consecutive phases, as shown on the Schedules. Phase 1 shall consist of up to sixty (60) dwellings units in Building A. Phase 2 shall contain up to sixty (60) dwelling units in Building B.

3.4.2 Development Permits for site work for Phase 2 shall not be granted until development of the previous Phase 1 has been completed. Development of Phase 1 will be considered complete when 50% of the total permitted number of dwelling units in Phase 1 are built and have received Occupancy Permits.

3.5 Requirements Prior to Permit Approvals for any Phase

3.5.1 Prior to the commencement of any tree removal, site grading or excavation, the Developer shall:

- (a) Provide a detailed design of the driveway inclusive of temporary turning circle or hammerhead for Phase 1 as shown in Schedules B and C.
- (b) Provide a detailed Site Disturbance Plan, in accordance with Part 5 of this Agreement.
- (c) An application for the first Development Permit for a building in any phase shall also include the construction of the necessary services, including but not limited to the Common Shared Private Driveway and temporary turning easement.

3.5.2 At the time of issuance of occupancy permits for any phase, the Developer shall provide the Development Officer with written certification from a Professional Engineer that all works have been completed in conformance with the approved engineering plans.

3.5.3 Notwithstanding any other provision of the Agreement, the Developer shall not occupy any portion of a multiple unit dwelling or use the Lands for any 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, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision 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

3.6 Requirements Prior to Permit Approvals for Phase 2

- 3.6.1 Where the lands are subdivided into Lots A and B, prior to the commencement of Phase 2, the Developer shall:
- (a) Provide a registered easement for pedestrian and vehicular access over the driveway in favour of Lot B; and
 - (b) Provide a registered easement for pedestrian access to the private park in favour of Lot A.

3.7 Siting and Architectural Requirements

- 3.7.1 The buildings shall be located and oriented as generally illustrated on Schedules B and C inclusive.
- 3.7.2 The main entrances to each building shall be emphasized by detailing, changes in materials, and other architectural devices or an acceptable equivalent approved by the Development Officer.
- 3.7.2 All façades shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.7.3 Exterior building materials shall be in accordance with the Schedules or an acceptable equivalent approved by the Development Officer.
- 3.7.4 All vents, down spouts, flashing, electrical conduits, metres, 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. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.7.5 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from the shared driveway or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.7.6 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

Solid Waste

- 3.8.1 The multiple unit buildings shall include designated space for five stream (garbage, recycling, paper, cardboard and organics) 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 Inspector in consultation with Solid Waste Resources.
- 3.8.2 All refuse and recycling materials shall be contained within the buildings.

3.9 Parking, Circulation and Access

- 3.9.1 A total number of 187 parking spaces shall be provided for Buildings A and B as shown on Schedules B, C, E1, and E2 as follows:
- (a) Building A shall provide 40 parking surface parking spaces and 51 subsurface parking spaces; and,

- (b) Building B shall provide 45 parking surface parking spaces and 51 subsurface parking spaces.

3.9.2 The parking area shall be hard surfaced in accordance with Schedule C.

3.9.3 The limits of the parking area shall be defined by landscaping, and either standard or rolled curb.

3.9.4 Exterior and interior bike parking shall be required and located as shown on Schedules C, E1 and E2.

3.9.5 In accordance with section 3.5.1 a temporary turning circle or hammerhead in Phase 1 as illustrated on Schedules B and C shall be required.

3.10 Subdivision and Development of the Lands

3.10.1 Where the lands are subdivided, said subdivision shall be in accordance with Schedule D.

3.11 Outdoor Lighting

3.11.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from the common shared driveway, adjacent lots and buildings.

3.11.2 Prior to the issuance of a Development Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- (a) the location, on the building and on the premises, of each lighting device; and
- (b) a description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.

3.11.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this Agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.11.4 The information used to satisfy the requirements of this section may be included on the site plan or building elevations provided that the Development Officer is satisfied of compliance with this Agreement.

3.12 Landscaping

3.12.1 Landscaping of the property shall be as shown on Schedule C.

3.12.2 The Developer agrees to construct a fence as identified on Schedule C. The fence shall be a minimum of 6 feet in height and opaque.

- (a) Notwithstanding section 3.12.2, a hedge a minimum of six feet in height may be planted along the north and south property boundaries of the driveway access onto the lands to a point that intersects with the perpendicular plane of Edwards Drive.
- (b) In no case shall the aforementioned hedge block from view the signage as shown on Schedule C and referred to in section 3.14.

- 3.12.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.12.4 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with Schedule C. 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.
- 3.12.5 Prior to 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 Development Agreement.
- 3.12.6 Notwithstanding Section 3.12.5 where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of an 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.

3.13 Maintenance

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

3.14 Signage

- 3.14.1 A maximum of one ground sign shall be permitted along the south east side of the lands at the entrance to the development not less than 20 feet from the street line to denote the development name. The maximum height of any such sign inclusive of support structures shall be 3.05 metres (10 feet) and the face area of any sign shall not exceed 4.65 square metres (50 square feet). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.
- 3.14.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping. The street frontage area of the Lands shall be topsoiled, sodded and landscaped.
- 3.14.3 Signs shall only be externally illuminated.

3.15 Screening

- 3.15.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the driveway and parking areas and abutting residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All design and construction of Municipal service systems shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. Municipal water distribution, sanitary sewer and storm sewer systems shall conform to Halifax Regional Water Commission's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

4.2 Off-Site Disturbance

- 4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, 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 Officer, in consultation with the Development Engineer.

4.3 Underground Services

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to all buildings shall be underground installation.

4.4 Site Preparation

- 4.1.1 The Developer shall not commence clearing, excavation or blasting activities required for construction prior to receiving a Development permit and other permits as applicable.

4.5 Outstanding Site Work

- 4.5.1 The Municipality may accept securities for the completion of outstanding on-site paving at the time of issuance of the first Occupancy Permit. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed in accordance with the approved engineering plans. Should the Developer not complete the outstanding work within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the outstanding work 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.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Storm Water

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 Erosion and Sedimentation Control and Grading Plans

- 5.1.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. No work is permitted on the site until the requirements of this clause have been met and implemented.

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) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
 - (b) The length of time for the completion of the development as identified in Section 7.4 of this Agreement;
 - (c) Changes to the configuration and exterior design treatment of the buildings which in the opinion of the Development Officer do not conform with the Schedules;
 - (d) Changes in unit mix which in the opinion of the Development Officer do not conform with this Agreement;
 - (e) Changes in site layout which in the opinion of the Development Officer do not conform with the Schedules; and
 - (f) A reduction in parking which in the opinion of the Development Officer does not conform with the Schedules.

6.2 Substantive Amendments

- 6.1.2 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 any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within 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.
- 7.3.2 For the purpose of this section, commencement of development shall mean - installation of the footings and foundation for the proposed Building A.
- 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, 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, 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 Municipal Planning Strategy and Land Use By-law for Eastern Passage/Cow Bay 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 6 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (b) 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 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 defence 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

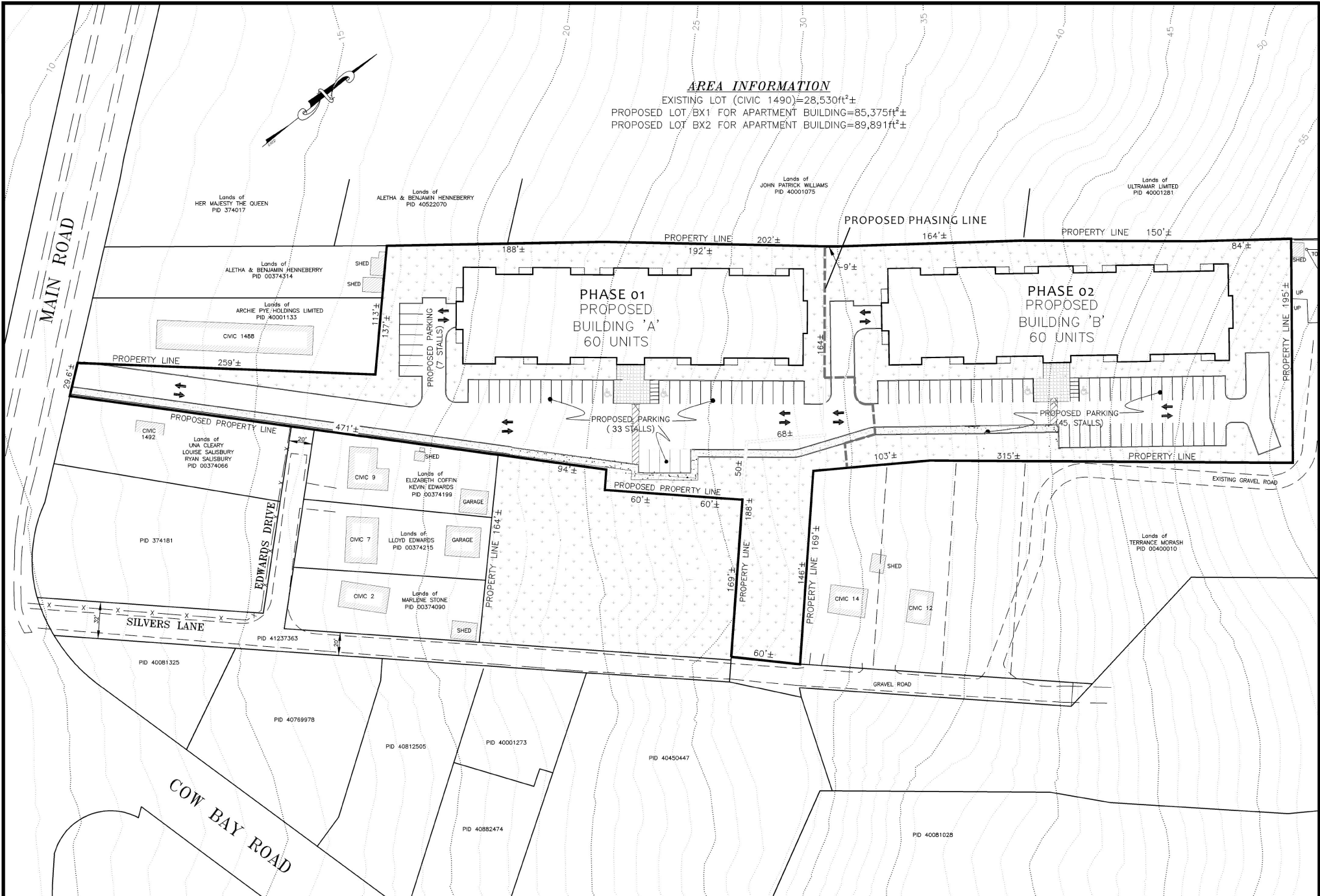
Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK



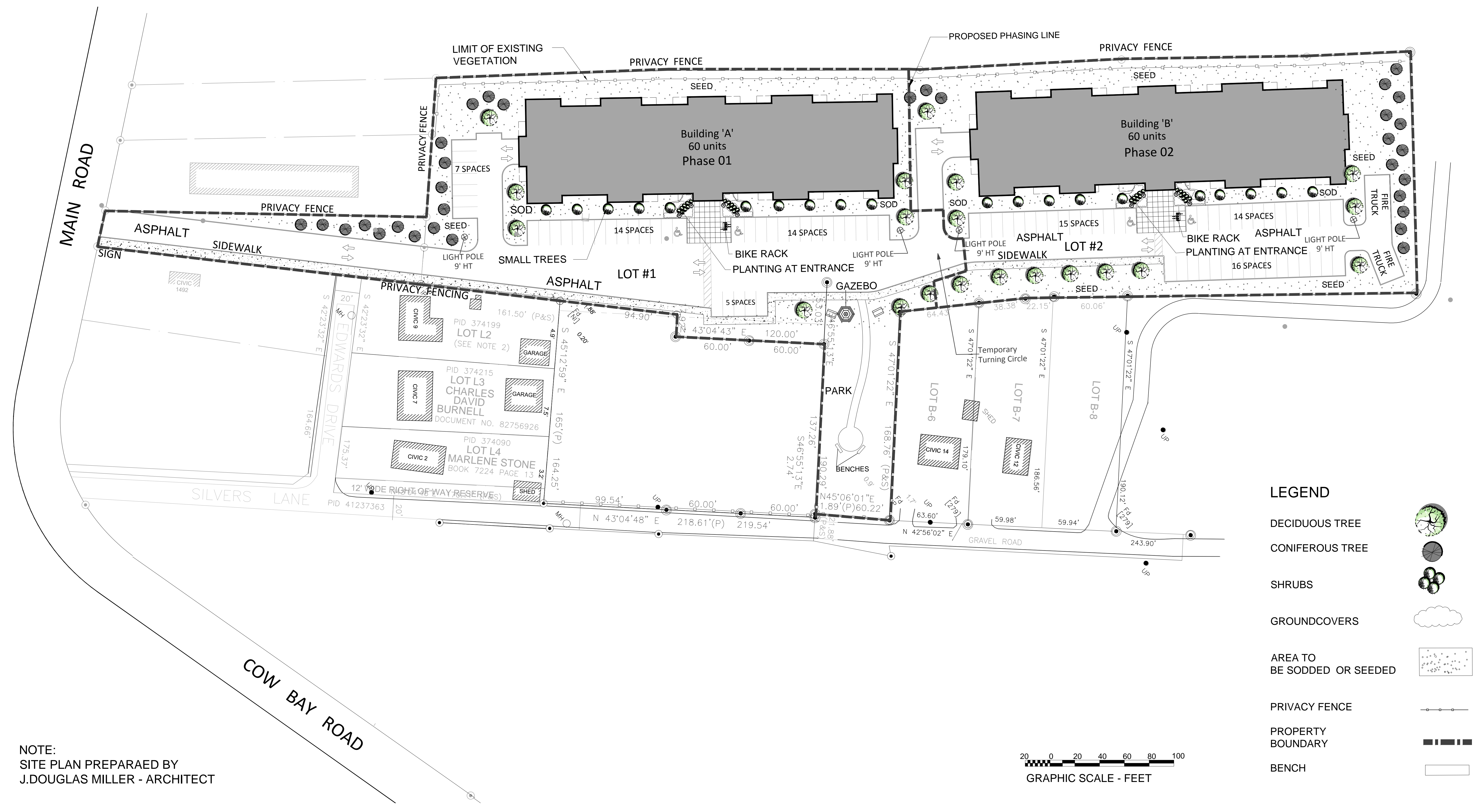
AREA INFORMATION
 EXISTING LOT (CIVIC 1490)=28,530ft²±
 PROPOSED LOT BX1 FOR APARTMENT BUILDING=85,375ft²±
 PROPOSED LOT BX2 FOR APARTMENT BUILDING=89,891ft²±

MAC WILLIAMS ENGINEERING LIMITED

COVE'S EDGE COURT
 MAIN ROAD, EASTERN PASSAGE, N.S.
PROPOSED SITE PLAN

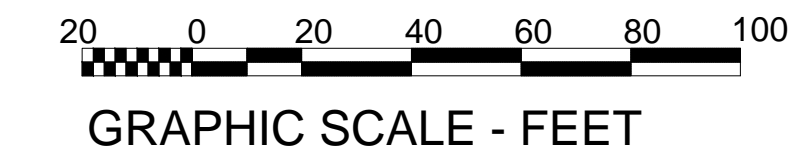
Revision		Date	By
No.	Comments		
01	Issue for DA-HRM - July 15th, 2015	July 15th 2015	SRW

Date:	July 15th, 2015
Scale:	Not to Scale
Project No.:	12588
Drawing No.:	12588-SK01



LEGEND

- DECIDUOUS TREE
- CONIFEROUS TREE
- SHRUBS
- GROUNDCOVERS
- AREA TO BE SODDED OR SEEDDED
- PRIVACY FENCE
- PROPERTY BOUNDARY
- BENCH

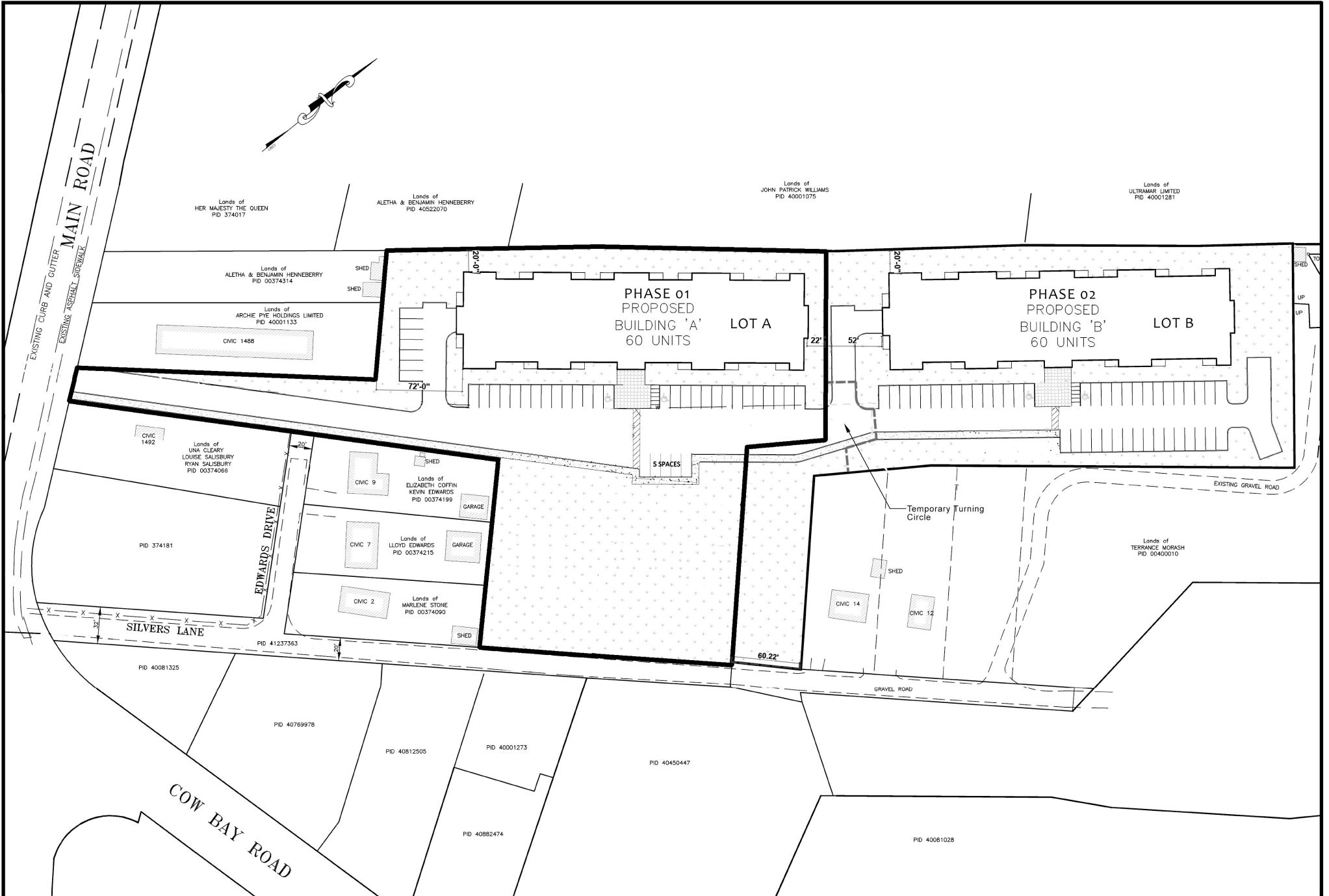



NOTE:
SITE PLAN PREPARED BY
J.DOUGLAS MILLER - ARCHITECT

Designer Gordon Ratcliffe LANDscape ARCHITECTS 2055 Route 329, RR #1 HUBBARDS, NOVA SCOTIA CANADA, B0J 1T0 TEL: (902) 478 - 3683 FAX: (902) 857 - 1108 grla@eastlink.ca	Project by : Garmar Investments Ltd. Project Name : COVE'S EDGE COURT	Revision :			Scale : AS NOTED Drawn: LG Date: July 15th, 2015	
		NO.	Comments	Date		By
		01	Issue for DA-HRM - July 15th, 2015	July 15th, 2015		LG

LANDSCAPE PLAN

Case 18599 Schedule D - Preliminary Plan of Subdivision/Consolidation

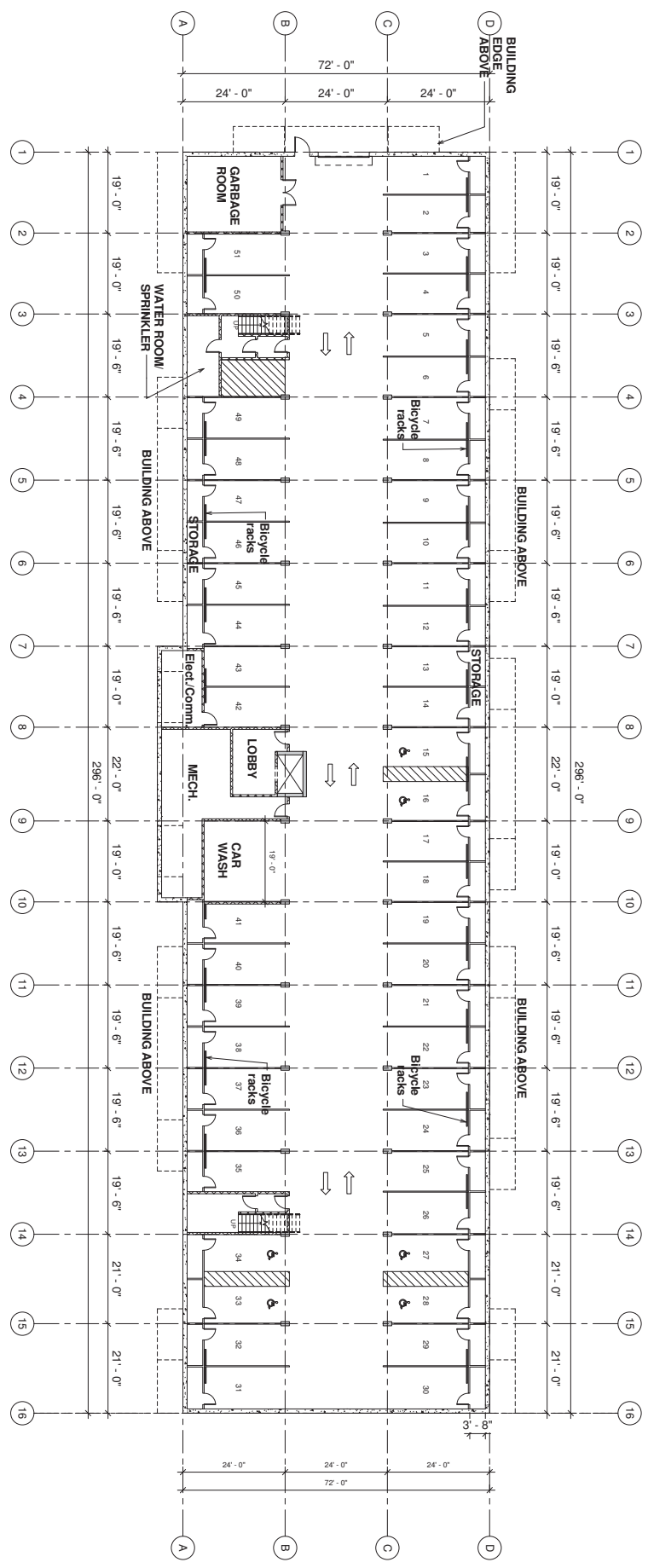


 MAC WILLIAMS ENGINEERING LIMITED	COVE'S EDGE COURT MAIN ROAD, EASTERN PASSAGE, N.S.		Revision		Date: July 15th, 2015	
			No.	Comments	Date	
			01	Issue for DA-HRM - July 15th, 2015	July 15th 2015	By: SRW
	PRELIMINARY PLAN OF SUBDIVISION/CONSOLIDATION					
					Scale: Not to Scale	
					Project No.: 12588	
					Drawing No.: 12588-SK06	

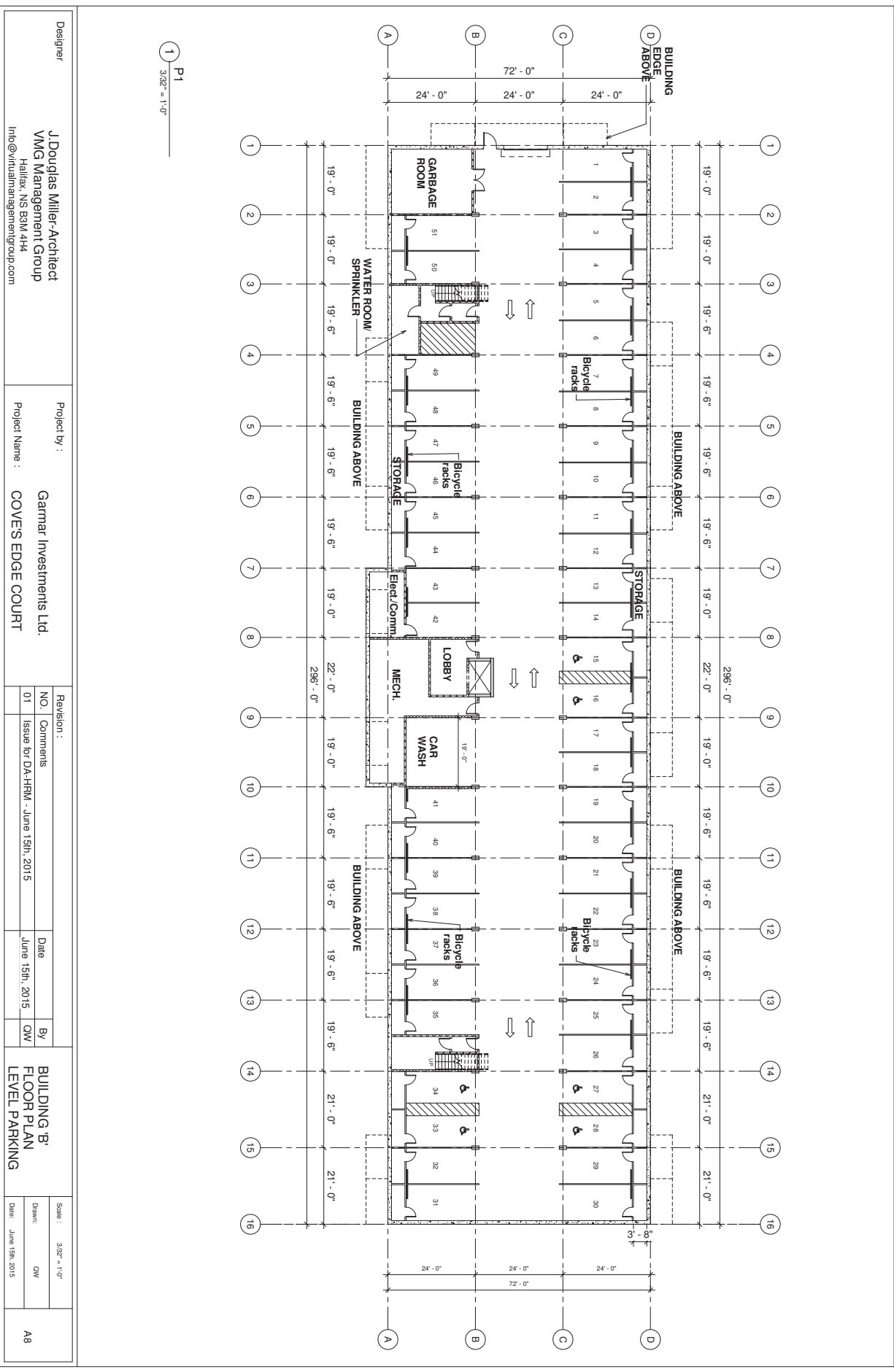
Case 18599- Schedules E-1-Building A Interior Parking Plans

Designer: J Douglas Miller-Architect VMG Management Group Halifax, NS B3M 4H4 info@vmdmmanagementgroup.com		Project by: Garnar Investments Ltd. Project Name: COVERS EDGE COURT	
Revision: NO. Comments 01 Issue for DA-THM - June 15th, 2015		Date June 15th, 2015	
By: CW		Scale: 3/32" = 1'-0" Drawn: CW Date: June 15th, 2015	
BUILDING 'A' FLOOR PLAN LEVEL PARKING		A1	

P1
 3/32" = 1'-0"



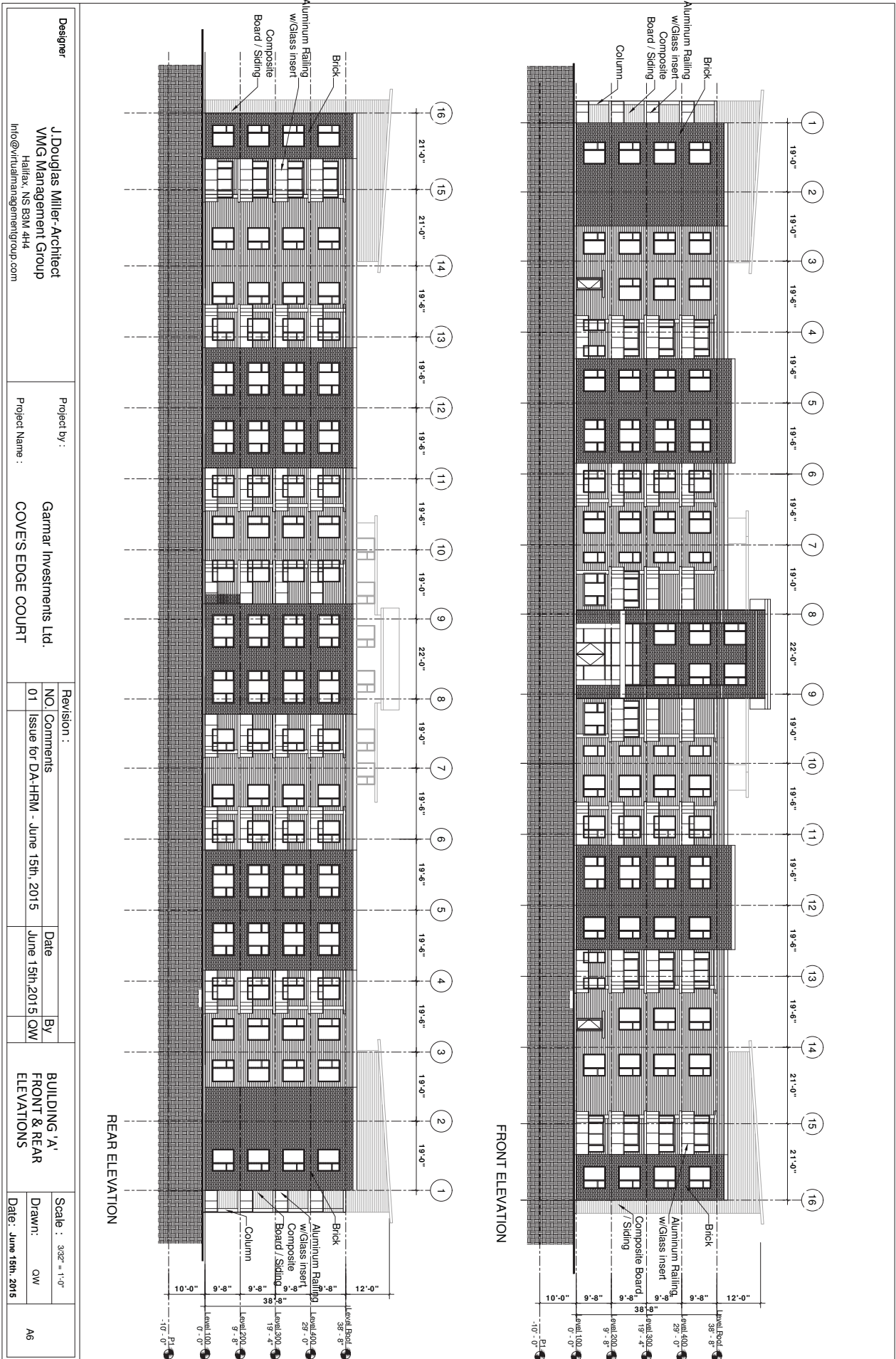
Case 18599 Schedule E2-Building B Interior Parking Plans



P1
3/32" = 1'-0"

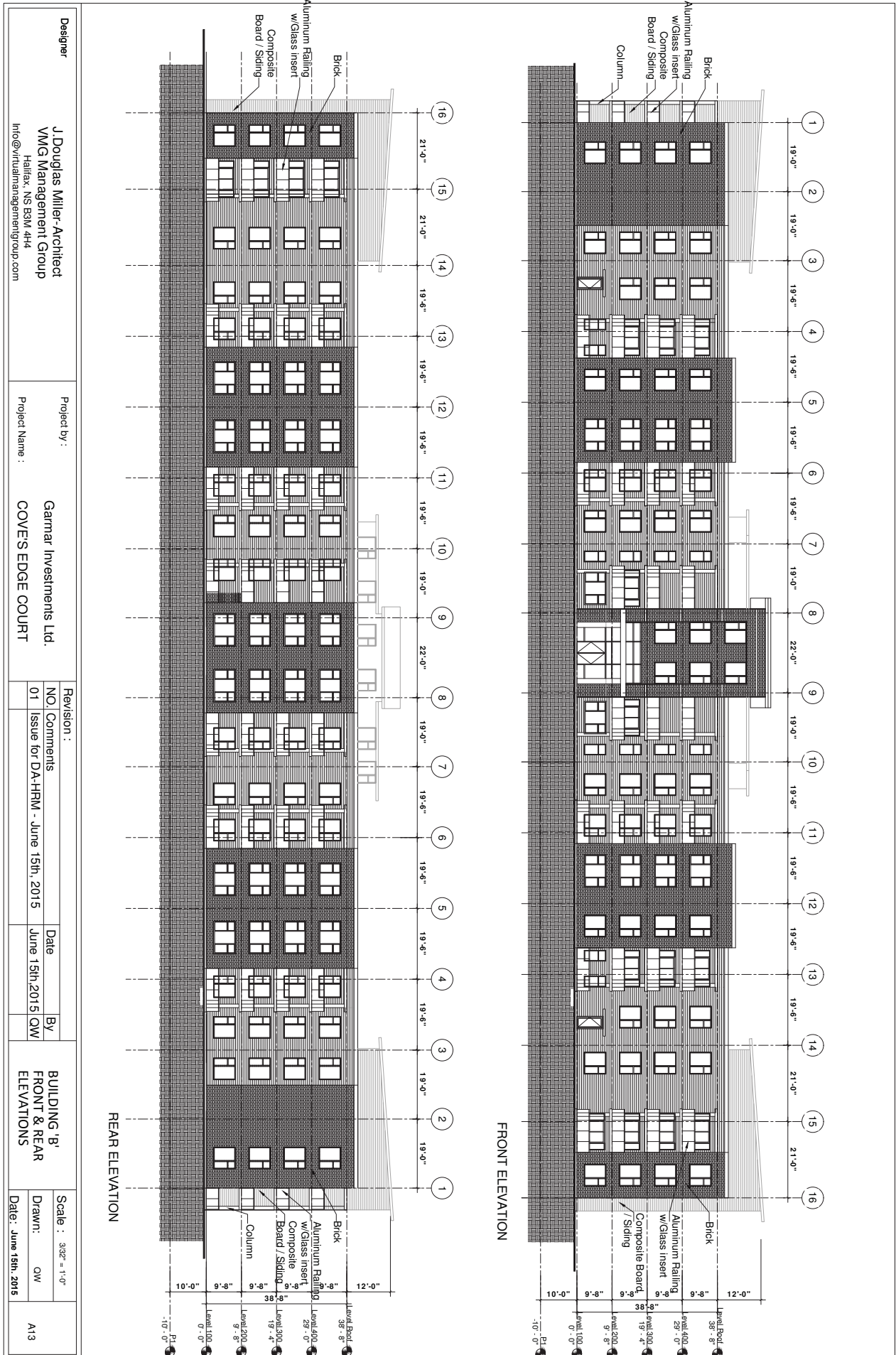
Designer: J.Douglas Miller-Architect VMG Management Group Harris, NS B3M 4H4 info@vitalmanagementgroup.com		Project by: Garnar Investments Ltd. COVERS EDGE COURT	
Revision:		Date	
NO.	Comments		
01	Issue for DA-THM - June 15th, 2015	June 15th, 2015	CW
Scale: 3/32" = 1'-0"		BY: CW	
DRAWN: CW		BUILDING 'B' FLOOR PLAN LEVEL PARKING	
Date: June 15th, 2015		A8	

Case 18599 - Schedule F-1 Building A Front and Rear Elevation Plans



Designer J. Douglas Miller-Architect VMG Management Group Halifax, NS B3M 4H4 info@virtualmanagementgroup.com		Project by: Gammar Investments Ltd. COVER'S EDGE COURT	
Revision: NO. Comments 01 Issue for DA-HRM - June 15th, 2015		Date June 15th, 2015 (QW)	
By QW		Scale: 3/32" = 1'-0" Drawn: QW Date: June 15th, 2015	
BUILDING 'A' FRONT & REAR ELEVATIONS		A6	

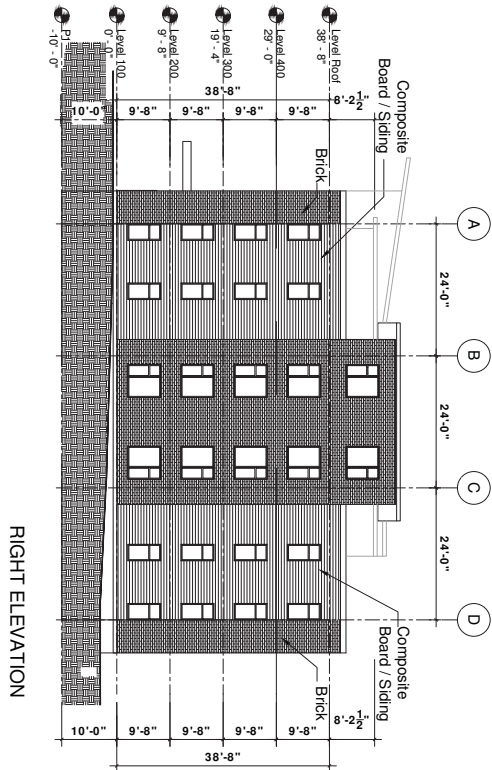
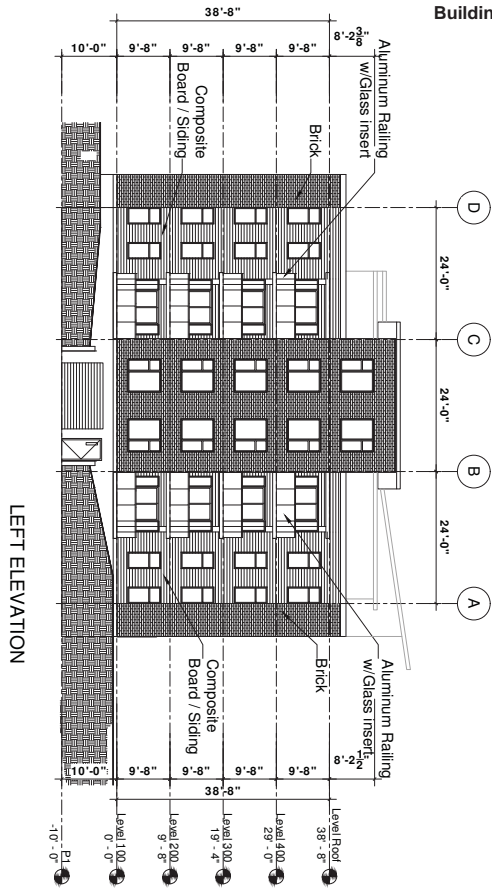
Case 18599- Schedule F-2- Building B Front and Rear Elevation Plans



Revision :		By		BUILDING 'B' FRONT & REAR ELEVATIONS	
NO.	Comments	Date		Scale : 3/32" = 1'-0"	Drawn: CW
01	Issue for DA-HRM - June 15th, 2015	June 15th, 2015 (CW)		Date: June 15th, 2015	A13

Designer: J Douglas Miller-Architect
 VMG Management Group
 Halifax, NS B3M 4H4
 info@vmdmanagementgroup.com

Project by: Garnar Investments Ltd.
 Project Name: COVER'S EDGE COURT



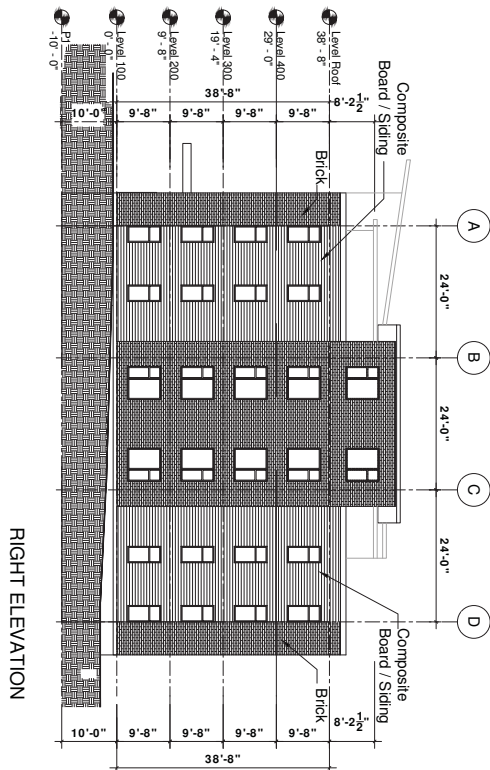
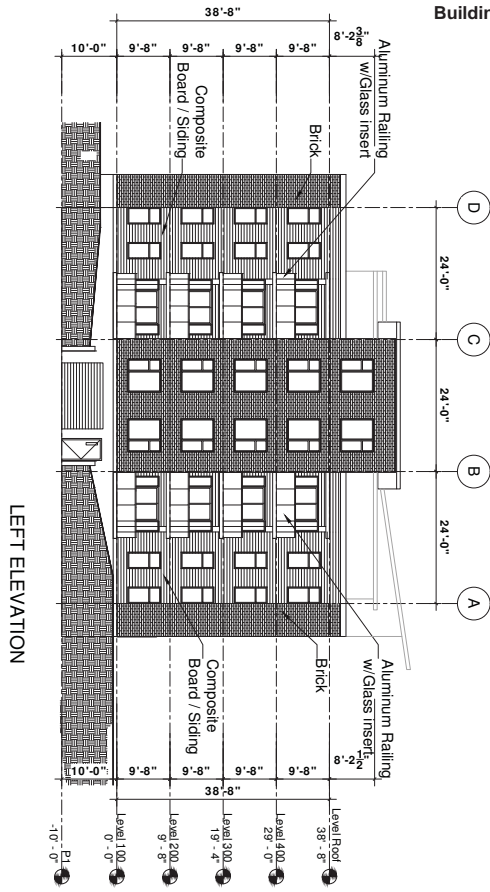
Designer
J.Douglas Miller-Architect
VMG Management Group
Halifax, NS B3M 4H4
Info@virtuamanagerengineering.com

Project by :
Garnar Investments Ltd.
Project Name :
COVERS EDGE COURT

Revision :		
NO	Comments	Date
01	Issue for DA-HRM - June 15th, 2015	June 15th, 2015
		By QW

BUILDING 'A'
LEFT & RIGHT
ELEVATIONS

Scale : 3/32" = 1'-0"
Drawn : QW
Date : June 15th, 2015
A14



Designer
 J. Douglas Miller - Architect
 VMG Management Group
 Halifax, NS B3M 4H4
 Info@virtuamanagerengineering.com

Project by :
 Garmar Investments Ltd.
 Project Name :
 COVERS EDGE COURT

Revision :		
NO	Comments	Date
01	Issue for DA-HRM - June 15th, 2015	June 15th, 2015
		By QW

BUILDING 'B'
 LEFT & RIGHT
 ELEVATIONS

Scale : 3/32" = 1'-0"
 Drawn : QW
 Date : June 15th, 2015