

THIS 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 between the Waverley Road and Highway 107 (Forest Hills Extension) 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 subdivision and development of the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, and pursuant to the Policies of the Halifax Regional Municipal Planning Strategy, Policy PW-5 of the Port Wallace Secondary Planning Strategy, Policies of the Dartmouth Municipal Planning Strategy and Section 9 of the Port Wallace Land Use By-law;

AND WHEREAS on March 24, 2022, the Minister of Municipal Affairs and Housing for the Province of Nova Scotia under Section 15 of Chapter 21 of the Acts of 2021, the *Housing in the Halifax Regional Municipality Act* designated the Lands as a Special Planning Area for the purpose of accelerating housing developments in the Municipality;

AND WHEREAS on June 16, 2022, the Minister of Municipal Affairs and Housing for the Province of Nova Scotia approved a development agreement, in conjunction with an amendment to the Halifax Regional Municipal Planning Strategy (Policy G-11A) and Dartmouth Land Use By-law (Section 18Z), to enable site clearing and grading on a portion of the Lands in advance of rendering a decision on this request, herein called the "Site Clearing Agreement", referenced as Municipal Case Number 24284;

AND WHEREAS on **[Insert - Date]** the Minister of Municipal Affairs and Housing for the Province of Nova Scotia approved this request to enter into a development agreement, referenced as Municipal Case Number 22384;

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 applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variances to the requirements of the applicable Land Use By-law shall be permitted in accordance with the *Halifax Regional Municipality Charter*.

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, 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 except as provided for by an Implementation Plan approved by the Nova Scotia Utility and Review Board. 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 or any provincial or federal statute or regulation (other than the land use by-law to the extent varied by this agreement), 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.

1.7 Lands

1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

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 Regional Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

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

- | | |
|--------------------------|---|
| (a) Conservation Feature | means a watercourse, wetland, or slope in excess of thirty (30) percent |
| (b) Equivalent Value | shall be as defined in the Regional Subdivision By-law |
| (c) Design Approval | means written approval from the Municipality during the subdivision approval process regarding the design of infrastructure in the subdivision. |
| (d) Implementation Plan | means a capital cost contribution program established by Halifax Water as approved by the Nova Scotia Utility and Review Board |
| (e) Landscape Architect | means a full member of the Canadian Society of Landscape Architects |
| (f) Non-disturbance Area | means an area identified on the Schedules or a subdivision plan as a non-disturbance area |
| (g) Open Space | means lands identified on Map PW-2 of the Port Wallace Secondary Planning Strategy as Environmental Open Space |
| (h) Parkland | means land dedicated to the Municipality in accordance with Section 281(3)(h) of the HRM Charter |

- | | |
|--------------------------------|--|
| (i) Parkland Site Development | shall be as defined as <i>site development</i> in the Regional Subdivision By-law |
| (j) Parkland Site Improvements | shall be as defined as <i>site improvements</i> in the Regional Subdivision By-law |
| (k) Parkland Site Preparation | shall be as defined as <i>site preparation</i> in the Regional Subdivision By-law |

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 22384:

| | |
|---------------------|----------------------------------|
| Schedule A | Legal Description of the Land(s) |
| Schedule B | |
| Schedule B-1 | Land Use Plan |
| Schedule B-2 | Maximum Building Height |
| Schedule C | Phasing Plan |
| Schedule D | Non-disturbance Area Plan |

3.2 General Description of Land Use

- 3.2.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) A large-scale residential subdivision containing a variety of housing types and supporting institutional, commercial, and recreational uses;
 - (b) Any uses permitted within the zones of the applicable Land Use By-law as identified on Schedule B;
 - (c) A maximum total of 3,106 dwelling units located within the PW-HR and PW-CEN areas shown on Schedule B-1, subject to the phasing requirements set out in Section 3.4.6 of this Agreement;
 - (d) The boundary between the land use areas shown on Schedule B shall be interpreted by the Development Officer to follow the nearest property lines or centre line of new roads following final subdivision approval; and
 - (e) Notwithstanding subsection (d) the boundary of lands identified as PW-CON on Schedule B and may not be interpreted to follow property lines or centre lines of new roads, unless confirmed by a Nova Scotia Land Surveyor that the location of the area identified as PW-CON conflicts with the boundary of the Conservation Feature contained therein.
- 3.2.2 In the event that the site(s) identified as Institutional on Schedule B have not been acquired by the Municipality, the Halifax Regional Centre for Education or the Conseil Scolaire Acadien Provincial by the later date of:

- (a) five (5) years from the date of entering into this Agreement; or
- (b) building permits having been granted for ninety percent (90%) of the lots located in Phase 4 shown in Schedule C.

then the site(s) may be developed with alternative institutional uses or with PW-LDR uses, in accordance with the respective zones of the land use by-law, provided that all other terms and conditions of this Agreement are satisfied.

3.3 Requirements Prior to Approval

3.3.1 Further to the Site Clearing Agreement approved on June 16, 2022, the Developer shall not commence any site work on the Lands beyond what is permitted by the Site Clearing Agreement. All additional site work, such as early tree removal, blasting and earthworks, other than that required for preliminary survey purposes, and off-site works the Developer shall:

- (a) have been issued Design Approval;
- (b) participate in a pre-construction meeting between the Developer and the Municipality;
- (c) provide confirmation to the Development Officer that Non-disturbance Areas, identified on Schedule D, have been delineated on the Lands.
- (d) have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time; and
- (e) have been issued a Blasting Permit in accordance with By-law B-600 Respecting Blasting, as amended from time to time.

3.3.2 Notwithstanding Section 3.3.1, any site work that commenced under the Site Clearing Agreement shall be permitted to continue under the terms of that agreement.

3.3.3 Final subdivision applications shall be submitted to the Development Officer in accordance with Schedule B, Schedule C, Schedule D, the provisions of the Regional Subdivision By-law, and the following:

- (a) The Developer shall be responsible to upgrade any existing streets and services to accommodate the development as required by the Development Engineer; and
- (b) Road reserves shall be provided in a manner which, in the opinion of the Development Officer, does not prejudice the development on adjacent lands.
- (c) Capital cost contributions shall be paid in accordance with the provisions of the Regional Subdivision By-law, or in advance of a capital cost contribution being established in the Regional Subdivision By-law, a security paid in the amount determined by the Development Engineer.

3.3.4 No Development Permit shall be issued prior to Design Approval being granted for the applicable phase of the subdivision by the Development Officer.

- 3.3.5 Every application for a development permit for a multiple unit dwelling shall include a unit density tracking sheet, prepared by the Developer, identifying the total number of dwelling units approved or proposed within the Lands, in compliance with Section 3.2.1(c).
- 3.3.6 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.

3.4 Phasing

- 3.4.1 Development of the Lands shall be completed in general conformance with the phasing plan presented on Schedule C.
- 3.4.2 The portion of Collector A (Avenue du Portage extension) from Avenue du Portage to Collector B, and Collector B, shall be completed prior to any approvals related to Phase 3 as shown on Schedule C.
- 3.4.3 Parkland located within specific phases of the development as shown on Schedule C shall be dedicated as per the phasing schedule of the phasing plan.
- 3.4.4 Final subdivision approval shall only be granted for Phase 1, shown on Schedule C, until a service connection is made to the North Dartmouth Trunk Sewer.
- 3.4.5 Final subdivision approval shall only be granted for Phases 1 and 2, as shown on Schedule C, until the twinning of Highway 107 has been funded and scheduled by the Province of Nova Scotia.
- 3.4.6 The maximum number of dwelling units permitted within the PW-HR and PW-CEN areas shown on Schedule B-1 shall be limited to 1,979 dwelling units until construction of a new access to Highway 107 has commenced in the general location shown on Schedules B and C.

3.5 Subdivision of the Lands

- 3.5.1 Subdivision applications shall be submitted to the Development Officer in general accordance with the Land Use Plan presented as Schedule B-1, the Phasing Plan presented as Schedule C, and the Non-Disturbance Area Plan presented as Schedule D, and the Development Officer shall grant subdivision approval subject to and in accordance with the provisions of the Regional Subdivision By-law and the following terms and conditions:
- (a) The Developer shall follow the full subdivision application process set out in the Regional Subdivision By-law, beginning with a complete concept subdivision application.
- 3.5.2 The location of streets may vary from the locations shown on the Schedules provided:
- (a) the street is not located within areas identified as PW-CON shown on Schedule B;
- (b) no additional cul-de-sacs are proposed; and
- (c) additional pedestrian walkways are provided, as needed, where the length of a street between intersections is increased to over 200 metres in length.

3.5.3 The location of pedestrian walkways may vary from the locations shown on the Schedules provided no walkway is removed and the length of pedestrian travel routes are not significantly increased, as determined by the Development Engineer.

3.6 Maintenance

3.6.1 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.

3.7 Temporary Construction Building

3.7.1 A building(s) shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building(s) shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.8 Parkland

3.8.1 Parkland dedication shall include land located as generally shown on Schedule B and shall meet the parkland requirements of the Regional Subdivision By-law and the requirements outlined in Table 1, below.

| Table 1 | | |
|----------------------------|--|-----------------------|
| Park | Minimum Continuous Road Frontage | Minimum Area |
| Park P1 | 30 meters on Road C-A | 0.1 Ha (0.25 acres) |
| Wilcot Lane Park (Park P2) | Wilcot Lane Park shall be conveyed to the Municipality with the road frontage and lot area in existence on the date of the approval of this agreement. | |
| Park P3 | 120 meters on Road A | 3.18 Ha (7.87 acres) |
| Park P4 | 30 meters on Road A; and 35 meters on Collector A (Avenue du Portage extension) | 1.15 Ha (2.85 acres) |
| Park P5 | 300 meters on Collector A (Avenue du Portage extension); and 350 meters on Roads I and J | 4.88 Ha (12.06 acres) |
| Park P6 | 37 meters on Road K-A (St Clair Avenue extension) | 0.83 Ha (2.05 acres) |

3.8.2 The Developer agrees to develop Park P1, Park P3, Park P4, and Park P5, to a finished state prior to conveying the parkland to the Municipality or provide security in accordance with the Subdivision By-law. The minimum Parkland Site Development required is as specified in Table 2, below.

| Table 2 | |
|----------------------------|--|
| Park | Minimum Required Parkland Site Development |
| Park P1 | To be determined as per the standard municipal review process during subdivision approval |
| Wilcot Lane Park (Park P2) | No additional Parkland Site Development required |
| Park P3 | Sports field and 30 space gravel parking lot |
| Park P4 | 1.5-meter-wide crusher dust trail extending from Road A to Collector A (Avenue du Portage extension) |
| Park P5 | Sports courts, play structure and a hardscape plaza |
| Park P6 | To be determined as per the standard municipal review process during subdivision approval |

- 3.8.3 If the parkland identified under Section 3.8.1, excluding Wilcot Lane Park (Park P2), is identified as suitable for work of Equivalent Value under the Regional Subdivision By-Law, the Developer agrees to provide a park plan. The park plan shall include:
- (a) a plan illustrating the general park design;
 - (b) construction details for the park features proposed under sub clause (a) above; and
 - (c) cost estimates.
- 3.8.4 The park plan required under Section 3.8.3 must be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects).
- 3.8.5 The park plan required under Section 3.8.3 must be reviewed and approved by the Development Officer in consultation with the Parkland Planner prior to any on-site work commencing with consideration to matters including the suitability of the proposed parkland development for the lands, the need for proposed park features, and operational maintenance requirements.
- 3.8.6 Any parkland dedication required, in addition to the lands as generally shown on Schedule B, shall be in the form of cash in lieu and/or work of Equivalent Value for parks within the development, at the discretion of the Development Officer in consultation with the Parkland Planner. Any work of Equivalent Value shall be completed at the time of conveyance of the parkland, or security provided in accordance with the Subdivision By-law, within the applicable phase of the development. Should the lands as identified on the Schedules be unsuitable for the parkland purposes, as identified herein or pursuant to the requirements of the Regional Subdivision By-law, the Development Officer and Parkland Planner may identify alternatives to such parkland dedications.
- 3.9 Non-disturbance Areas**
- 3.9.1 Non-disturbance areas, as generally shown on Schedule D, shall be shown on all subdivision plans, stormwater management plans, lot grading plans and location certificates.
- 3.9.2 No development, tree removal or grade alteration shall be permitted within Non-disturbance areas as generally shown on Schedule D, except where approved in writing by the Development Officer for the following:
- (a) To remove fallen trees or dead debris that poses a fire or safety risk; or,

- (b) To remove a tree that is dead, dying or in decline which present a danger to private property, public infrastructure or other natural trees and vegetation.
- 3.9.3 Prior to granting approval for any removal pursuant to 3.9.2, the Development Officer may require that the Developer or subsequent property owner engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.9.4 Notwithstanding Section 3.9.2, a public walkway or utilities may be permitted to encroach within the Non-disturbance area.
- 3.9.5 If trees are removed, or tree habitat is damaged beyond repair, in the Non-disturbance area as identified on Schedule D, the Developer or subsequent property owner shall replace each tree removed or damaged as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with permission as outlined in this Agreement.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Water and Sewer Services

- 4.2.1 The development shall be serviced with municipal services.

4.3 Off-Site Disturbance

- 4.3.1 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.

4.4 Site Preparation in a Subdivision

- 4.4.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving Design Approval of the subdivision unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 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 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement, blasting or tree removal the Developer shall:
- (a) Have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, and with Administrative Order 2020-010-OP Respecting Stormwater Management Standards for Development Activities, as amended from time to time;
 - (b) Have been issued a Blasting Permit in accordance with By-law B-600 Respecting Blasting as amended from time to time.
 - (c) Submit an Erosion and Sediment Control Plan for construction phasing; and
 - (d) Submit a Master Stormwater Management Plan that demonstrates that the development will achieve no net increase of Total Suspended Solids (TSS) loading following development, using stormwater best management practices (BMPs).
- 5.2.2 Wetlands and watercourses are not to be disturbed or impacted without approvals from the Nova Scotia Department of Environment and Climate Change.
- 5.2.3 Where easements are required as part of the stormwater system, the Developer shall provide the easements to the Municipality or Halifax Water as required.
- 5.2.4 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of stormwater.
- 5.2.5 In addition to the Master Stormwater Management Plan for the full site, individual MICI sites, when constructed, must meet the requirements of By-Law G-200 Respecting Grading and Stormwater Management Associated with Land Development, and Administrative Order 2020-01-OP Respecting Stormwater Management Standards for Development Activities.

5.3 Archaeological Protection

- 5.3.1 Areas on the Lands have been identified as having high archaeological potential with likelihood to become provincially registered archaeological sites. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

6.1.1 The following items are considered by both parties to be not substantive:

- (a) The granting of an extension to the date of commencement of development as identified in Section 7.3.1 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.4.1 of this Agreement;
- (c) Minor changes to Schedule B to align with property boundaries following final subdivision approval beyond the scope of Sub-section 3.2.1(c) of this Agreement;
- (d) Changes to applicable provisions and schedules, as needed, to enable an additional access from Highway 107;
- (e) Changes to Schedule B-1 to identify additional area(s), or adjust areas already identified, as PW-PCF to enable the development of public facilities; and
- (f) Changes to Schedule B-1 to identify additional area(s), or adjust areas already identified, as PW-CH provided:
 - (i) the placement is consistent with location of lands identified as LDR on Map PW-2 of the Port Wallace Secondary Planning Strategy;
 - (ii) the change does not result in the removal of any public roads or walkways; and
 - (iii) the total areas identified as PW-CH on Schedule B is increased by no more than 2.5 hectares.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged.

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 one (1) year from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, 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 final subdivision approval for Phase 1.
- 7.3.3 For the purpose of this section, an extension of the commencement of development time period may be considered under Section 6.1 if the Municipality receives a written request from the Developer at least one hundred eighty (180) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 If the Developer fails to complete the development after twenty (20) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.
- 7.4.2 For the purpose of this section, completion of development shall mean final subdivision approval for the final phase of the development.
- 7.4.3 Upon the completion of the whole development or portions thereof, or at such time that policies applicable to the lands have been amended, the Municipality 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 have been completed, discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.
- 7.4.4 For the purpose of this section, an extension of the completion of development time period may be considered under Section 6.1 if the Municipality receives a written request from the Developer at least one hundred eighty (180) calendar days prior to the expiry of the completion of development time period.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

- 8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees

to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any 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