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**Item No. 8.1.3**  
**North West Community Council**  
**June 15, 2015**  
**July 20, 2015**

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

**SUBMITTED BY:** Original Signed  
Bob Bjerke, Chief Planner & Director of Planning and Development

**DATE:** May 11, 2015

**SUBJECT:** **Case 19384: Application by Crombie Property Holdings Limited to permit an expansion to the Tantallon Plaza by development agreement at 3650 Hammonds Plains Road, Upper Tantallon**

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#### **ORIGIN**

Application by Crombie Property Holdings Limited.

#### **LEGISLATIVE AUTHORITY**

*Halifax Regional Municipal Charter (HRM Charter), Part VIII, Planning and Development*

#### **RECOMMENDATION**

It is recommended that North West Community Council:

1. Give Notice of Motion to consider the proposed development agreement, as contained in Attachment A of this report, to permit the construction of a new commercial building and the continuation of the lounge and existing uses at 3650 Hammonds Plains Road, Hammonds Plains and to schedule a public hearing;
2. Approve the proposed Development Agreement as contained in Attachment A of this report to permit the construction of a new commercial building and the continuation of the lounge and existing uses at 3650 Hammonds Plains Road, Hammonds Plains;
3. Require the proposed Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end;
4. Approve by resolution of Council the proposed Discharging Agreement, as set out in Attachment A of this report, for 3650 Hammonds Plains Road, Hammonds Plains following registration of the new development agreement as per recommendation 2; and
5. Require the Discharging Agreement be signed by the property owner within 120 days, or any extension therefore 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**

An application by Crombie Property Holdings Limited has been submitted for a standalone commercial building by development agreement at 3650 Hammonds Plains Road, Upper Tantallon. The subject lands are the site of an existing strip mall with retail outlets, including a grocery store, and standalone buildings including a restaurant, gas stations and a public library. Adjacent parcels house a building supply outlet and a fast food restaurant. The plaza was opened in 1987 and several upgrades and expansions have taken place since.

### **Location, Designation, Zoning and Surrounding Land Use**

Subject Lands	3650 Hammonds Plains Road (Tantallon Plaza) PID 40665531 – 7.46 ha (18.45 acres) (Map 1)
Associated Properties	PID 40260465 – 5.21 ha (12.88 acres) (Building Supply Outlet) PID 40761413 – 14.89 ha (36.79 acres) (Sewage Treatment Plant)
Location	Upper Tantallon, adjacent Highway 103 (Exit 5) and Hammonds Plains Road intersection (Highway 213)
Regional Designation	Rural Commuter
Community Designation	Mixed Use A (MUA) under the Planning Districts 1 and 3 Municipal Planning Strategy (MPS) (Map 1)
Zoning	CDD (Comprehensive Development District) Zone under the Planning Districts 1 and 3 Land Use By-law (LUB) (Map 2)
Existing Development Agreement	Permits the operation of a 271.6 sq. m. (4000 sq. ft) lounge on the subject lands.
Surrounding Uses	To the North - vacant land (NS Power right-of-way) South - RCMP station and seniors housing facility East - commercial (gas station and restaurant) West - Highway 103
Current Use	Commercial Strip Mall

### **Proposal**

Crombie Property Holdings Limited has applied to enter into a development agreement (Attachment A) to add a 557.4 sq. m. (6,000 sq. ft) standalone commercial building upon the subject lands (Attachment A – Schedules C and D and Attachment F). The new building is intended to have uses that are similar to the existing uses within the strip mall such as retail and restaurant uses.

There is an existing lounge use within the strip mall that was approved by development agreement in 1997. The proposed development agreement incorporates the provisions for the existing lounge use.

### **Enabling Policy**

Within the Regional MPS, Policy S-11 creates the Comprehensive Development District (CDD) Zone which is applied to the lands. The intent of this zone is to protect the lands as a focal point for development within the local centre by requiring development to proceed by development agreement except for the continuation and expansion of existing uses. Policy S-11 envisions the creation of a community hub with a variety of uses which may include medium-density residential uses, ground floor commercial, institutional uses, recreation uses and parking facilities by development agreement on the subject lands. The proposed expansion to the Tantallon Plaza qualifies for consideration under this policy.

Further, Policy S-11 identifies items to be considered when a development agreement is negotiated such as the types of land use, architectural details, signage, building height, scale and mass, pedestrian access and parking.

The continuation of the existing lounge is enabled via the above mentioned policy and Policy MU-6 of the Planning District 1 and 3 MPS. Policy MU-6 enables the consideration of commercial entertainment uses (lounge) within the Mixed Use "A" and "B" Designations by development agreement. Further Policy MU-6 identifies items to be considered when a development agreement is negotiated such as the impact on traffic circulation, proximity to residential land uses, buffering and general compatibility with surrounding land uses.

### **Process**

The existing development agreement on the lands enables the construction and operation of a 371.6 sq. m. (4000 sq. ft) lounge on the lands, in accordance with Policy MU-6. In order to consider the proposed new commercial building and to ensure the existing lounge use continues, this application must follow a specific process. The new development agreement (including all lounge provisions) needs to be approved by Council and then registered prior to discharging the existing development agreement for the lounge. This will ensure that development rights for the lounge are maintained. Thus, the proposed staff recommendations are written to ensure the appropriate sequence of events.

### **DISCUSSION**

Staff have reviewed the development agreement application relative to all relevant policies and advise that it is reasonably consistent with the RMPS and the Planning Districts 1 and 3 MPS. A complete review of policy criteria is set out in Attachments C and D. The following outlines matters which have been identified for more detailed discussion.

#### **Sewer and Water Service**

The subject lands are serviced with sewer services from an existing private sewer treatment plant and water (purchased from Halifax Water) is trucked to the lands and stored in cisterns. The sewer treatment plant has the capacity to deal with the additional commercial building and additional water can be trucked to the lands to supply any additional water demand.

#### **Existing Lounge**

Staff recommend the discharge of the existing development agreement for the lounge and the inclusion of rights related to the lounge in the new development agreement. The proposed development agreement (Attachment A) includes identical requirements for the lounge as the original development agreement and thus enables the continuation of this land use. The proposed discharge agreement is attached as Attachment B.

#### **Consolidation of Lands**

Subsequent to the application for the development agreement being received for the new building, it was identified that the Nova Scotia Department of the Environment would require the consolidation of two adjacent land parcels with the subject lands to ensure compliance with their regulations. Specifically, septic regulations require that all buildings being served by a sewage treatment plant be located on the same lot as the sewage treatment plant. The process of consolidating the properties has been completed.

#### **Existing Land Use Rights**

RMPS policies grant special consideration of existing uses within the CDD zone applied to the lands. This enables the expansion of existing uses without the requirement of proceeding through a development agreement process.

There are two significant impacts of the parcel consolidation on existing development rights:

- a) the development agreement is registered to the lands in their entirety but applies only to the portion currently zoned CDD (Schedule B of Attachment A); and

- b) the consolidation changes the area of the land date and effectively negates some of the existing land use rights applied by the Regional MPS which enable the expansion of existing development as-of-right. The elimination of these rights is unintentional and could not have been foreseen at the time of the drafting of the relevant policy.

To address this concern, the eliminated land use rights have been accommodated within the proposed development agreement (Attachment A).

#### Parking Supply

The lands encompass many land uses within the new building and existing plaza buildings and approximately 950 parking spaces are provided on-site. The proposed agreement allows significant flexibility in land uses and the Developer has requested a parking standard that is flexible and easy to administer. Specifically a parking standard of 4.5 spaces per 92.9 m. sq. (1,000 sq. ft.) of gross leasable area is proposed.

Typically under the LUB, parking is calculated based on the specific land uses, usually to determine peak parking demand. Because of the size and variety of land uses in shopping plazas, it is common that users will visit multiple tenants or demands for parking spaces will vary dramatically by time of day and by use. This combination of factors make it common for shopping plazas to be required to have more parking spaces than their actual parking needs. It is reasonable to grant multiple use buildings a reduction in required parking to minimize the oversupply of parking spaces.

The proposed rate reduction is approximately 20 percent from typical retail parking figures. Staff are satisfied that given the nature of the shopping plaza that the proposed parking ratio will enable a sufficient parking supply.

#### Ground Sign

The Developer is proposing the addition of a double sided pylon sign adjacent the main entrance to the lands. The sign is approximately 12.19m (40 feet) high and consists of 22.29 sq. m. (240 sq. ft.) of sign area per sign face. This sign exceeds typical sign requirements in the Land Use By-law which restrict signs to 7.6 m (25 feet) high and 2.3 sq. m. (25 sq. ft.) of sign area per face.

The proposed sign is larger than the Land Use By-law permits but is of an appropriate scale for a ground sign in such a suburban commercial location. In context to Highway 103 and its ramps, the sign will facilitate way finding from the Highway and direct customers to the main entrance on Hammonds Plains Road. Staff has determined that the sign height, area and location is appropriate for the development.

#### **Conclusion**

Staff have reviewed the proposed development agreement and determined that the proposed expansion to the Tantallon Plaza and associated development is consistent with applicable policies of the RMPS and the MPS. Therefore, staff recommend that North West Community Council approve the proposed development agreement and development agreement discharge as identified in the Recommendation section of this report.

#### **FINANCIAL IMPLICATIONS**

The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this proposed development agreement. The administration of the proposed development agreement can be carried out within the approved budget with existing resources.

### **COMMUNITY ENGAGEMENT**

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting held on September 29, 2014 (Attachment E). Notice of the Public Information Meeting was posted on the HRM Website, in the newspaper, and mailed to property owners within the notification area as shown on Map 2.

A public hearing must be held by Community Council before it can consider approval of the Development Agreement. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, property owners within the notification area shown on Map 2 will be notified of the hearing by regular mail.

The proposed development agreement will potentially impact local residents, property owners and adjacent businesses.

### **ENVIRONMENTAL IMPLICATIONS**

The proposal meets all relevant environmental policies contained in the MPS. No additional concerns have been identified beyond those raised in this report.

### **ALTERNATIVES**

1. Community Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the Developer, a supplementary staff report and may require an additional Public Hearing. A decision of Council to approve the development agreement is appealable to the NS Utility & Review Board as per Section. 262 of the *HRM Charter*.
2. Community Council may choose to refuse the proposed Development Agreement as set out in Attachment A of this report and, in doing so, must provide reasons why the development agreement does not reasonably carry out the intent of the MPS. A decision of Council to reject the Development Agreement is appealable to the N.S Utility & Review Board as per Section 262 of the *HRM Charter*.

### **ATTACHMENTS**

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification
Attachment A:	Proposed Development Agreement
Attachment B:	Proposed Discharge Agreement
Attachment C:	Review of Relevant Regional MPS Policy Evaluation
Attachment D:	Review of Relevant Planning District 1 and 3 MPS Policies
Attachment E:	Minutes of the Public Information Meeting (September 29, 3014)
Attachment F:	Conceptual Building Rendering

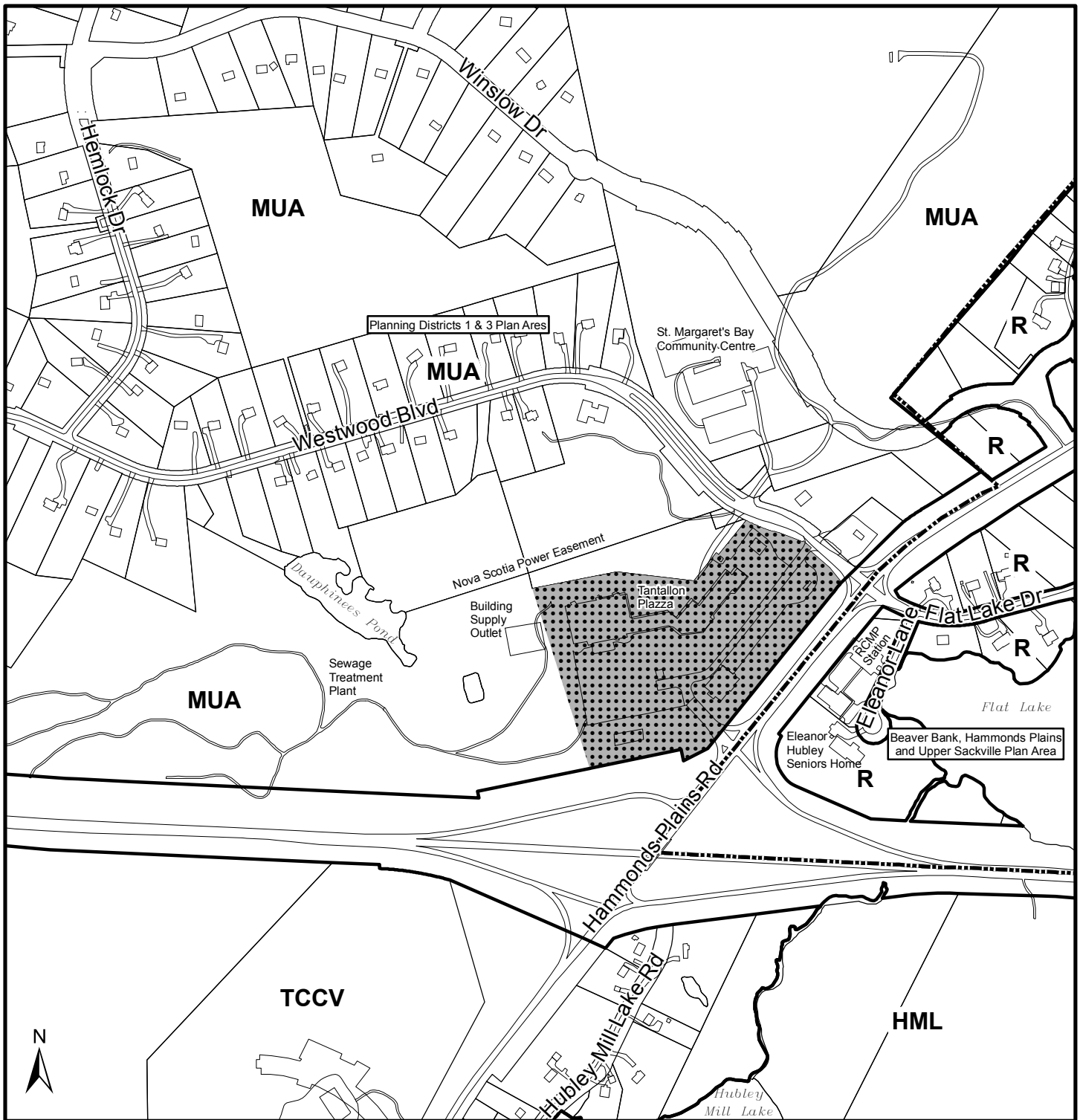
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902-490-4210, or Fax 902-490-4208.

Report Prepared by: Andrew Bone, Senior Planner, 902-490-6743

Original Signed

Report Approved by: Kelly Denty, Manager- Development Approvals, 902-490-4800

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# Map 1 - Generalized Future Land Use

3650 Hammonds Plains Road  
Upper Tantallon

**HALIFAX**

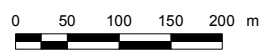
 Area Subject to Development Agreement

## Designations - Planning Districts 1 & 3

MUA Mixed Use A  
HML Hubley Mill Lake

## Designations - Beaver Bank, Hammonds Plains and Upper Sackville

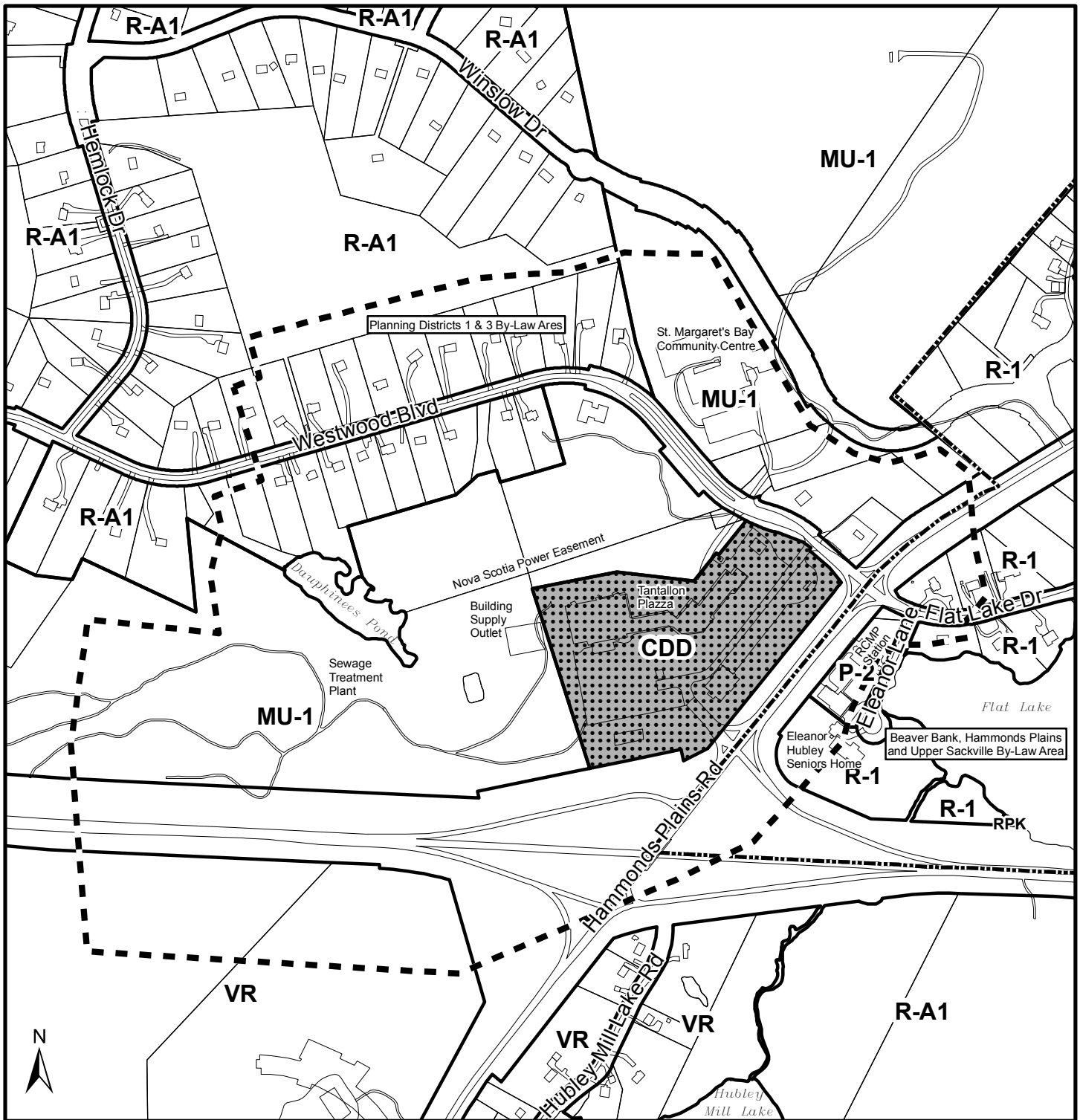
R Residential



Planning District 1 & 3  
(St Margarets Bay) Plan Area

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.


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




## Map 2 - Zoning and Notification

3650 Hammonds Plains Road  
Upper Tantallon

**HALIFAX**

 Area Subject to Development Agreement

 Area of notification

### Zones - Planning Districts 1 & 3

RA-1 General Residential  
MU-1 Mixed Use 1

### Zones - Beaver Bank, Hammonds Plains and Upper Sackville

R-1 Single Unit Dwelling  
P-2 Community Facility  
RPK Regional Park

0 50 100 150 200 m

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

Planning District 1 & 3  
(St Margarets Bay) By-Law Area

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



**Attachment A – Proposed Development Agreement**

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 at 3650 Hammonds Plains Road and which said lands are more particularly described in Schedule A and Schedule A-1 hereto (hereinafter called the "Lands");

AND WHEREAS the North West Community Council of the Municipality, at its meeting on 27<sup>th</sup> day of March 1997, approved an Agreement to allow for a lounge on the Lands, and said Agreement is filed in the Registry of Deeds as Document Number 39661 in Book 6117, at Pages 792 to 803 (hereinafter called the "Existing Development Agreement");

AND WHEREAS the North West Community Council for the Municipality approved this request, referenced as Case 19384, at a meeting held on **[Insert - Date]** pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy S-11 of the Regional Municipal Planning Strategy, Policy MU-6 of the Planning Districts 1 and 3 Municipal Planning Strategy and Section 3.6(l) and 3.6(p)(iii) of the Planning Districts 1 and 3 Land Use By-law;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to enable a new commercial building and the continuation of an existing lounge on the Lands and the continuation and expansion of existing uses;

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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 1 and 3 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**

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

## **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19384:

Schedule A	Legal Description of the Lands
Schedule A-1	Map of the Lands
Schedule B	Lands Subject to the Development Agreement
Schedule C	Conditions
Schedule D	Floor Plans and Elevations
Schedule E	Landscaping Plan
Schedule F	Pylon Sign Design

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

- 3.2.1 Upon the issuance of the Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- 3.2.2 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 or 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.

### **3.3 General Description of Land Use**

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) The addition of a new commercial building on the Lands identified as “Area Subject to Development Agreement” on Schedule B and as shown on Schedules C and D, subject to the provisions contained within this Agreement.
- (b) The continued operation of a lounge, as authorized under the *Nova Scotia Liquor Control Act*, as amended from time to time, that contains up to a total seating area of 371.6 sq. m. (4,000 square feet )(including associated restaurant seating but not including kitchen, washroom and circulation areas), within the lands identified as “Area Subject to Development Agreement” as shown on Schedule B and within the existing Tantallon Plaza Main Building, subject to the provisions contained within this Agreement. Adult (erotic) entertainment shall not be permitted on the Lands.
- (c) Existing uses on the land identified as “Area Subject to Development Agreement” on Schedule B are permitted to expand, resume operation if discontinued, or be readopted, or rebuilt if destroyed on the Lands which they occupied on the effective date of this Agreement, subject to the following requirements:
 

Minimum Front or Flankage Yard:	9.1m ( 30 feet)
Minimum Side Yard:	2.4m ( 8 feet)
Minimum Rear Yard:	2.4m ( 8 feet)
Maximum Lot Coverage:	35%
Maximum Height of Main Building:	10.7m (35 feet)
- (d) Development of the Lands that are not contained with the “Area Subject to Development Agreement” as shown on Schedule B, shall be subject to the terms and conditions of the Land Use By-law for Planning Districts 1 and 3.

### **3.4 Uses Permitted – New Building**

- 3.4.1 The following uses shall be permitted within the new building:

Retail stores  
 Food stores  
 Service and personal service shops  
 Offices  
 Commercial schools  
 Banks and financial institutions  
 Full Service and Take-out Restaurant  
 Drive in and take out restaurants  
 Funeral establishments  
 Bakeries  
 Institutional Uses  
 Greenhouses and nurseries  
 Veterinary clinics and indoor kennels

### **3.5 Siting And Architectural Requirements – New Building**

#### Siting

- 3.5.1 The building’s siting, bulk and scale shall comply with the following:

- (a) the building shall be a minimum of 9.1 m (30 feet) from the front lot line;
- (b) the maximum height of the building shall not exceed 9.1 m (30 feet);
- (c) the maximum footprint of the building shall not exceed 557.4 sq. m. (6000 square feet); and
- (d) the Development Officer may permit a 5 % increase to the provision identified in Section 3.5.1(c) provided the intent and all other specific provisions of this Agreement have been adhered to.

### Architectural Requirements

#### *Entrances:*

- 3.5.2 The main entrances to the new building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

#### *Rear and side facades:*

- 3.5.3 Rear and side facades shall be designed and detailed as the primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

#### *Exposed Foundation*

- 3.5.4 Any exposed foundation in excess of 15.24 cm (6 inches) in height and 1.86sq.m. (20 square feet) in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

#### *Building Materials:*

- 3.5.5 Exterior building materials shall not include vinyl siding but may include any one or more of the following:

- (a) pre-finished wood siding;
- (b) clay masonry;
- (c) noncombustible cladding;
- (d) concrete split face masonry;
- (e) cut stone masonry;
- (f) random stone masonry; or
- (g) acceptable equivalent in the opinion of the Development Officer.

#### *Functional Elements:*

- 3.5.6 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.

- 3.5.7 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Hammonds Plains Road or such systems shall be screened or integrated in to the building or roof structure using architectural treatments.

*Windows:*

- 3.5.8 All windows shall be vertical in orientation, or square. If shutters are used, they shall be sized to fit the opening and shall be provided for all windows. Windows shall be vertically proportioned, where possible. Windows shall be framed with painted or stained wood, prefinished metal or vinyl.

*Awnings:*

- 3.5.9 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.

*Roof:*

- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

*Commercial Storefronts*

- 3.5.11 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted on long facades to provide shelter, and encourage pedestrian movement.

**3.6 Parking, Circulation and Access**

- 3.6.1 The parking area shall be hard surfaced.
- 3.6.2 The limits of the parking area shall be defined by fencing or landscaping or curb.
- 3.6.3 The Developer shall provide parking spaces for the Lands at a ratio of 4.5 spaces per 92.9 sq. m. (1000 square feet) of gross floor area. Mobility Disabled and all other parking requirements shall be in accordance with the Planning District 1 and 3 Land Use By-law. The parking area shall maintain setbacks from the property lines as shown on the Schedules.
- 3.6.4 Nothing in this Agreement shall preclude the maintenance, expansion of or relocation of the Halifax Transit Park and Ride Facility on the Lands provided the minimum numbers of parking spaces required by this Agreement are provided.

**3.7 Outdoor Lighting**

- 3.7.1 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 streets, adjacent lots and buildings.

### **3.8 Landscaping**

- 3.8.1 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.

#### *Landscape Plan*

- 3.8.2 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule E. The Landscape Plan shall 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.

#### *Compliance with Landscaping Plan*

- 3.8.3 Upon the issuance of the 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.
- 3.8.4 Notwithstanding Section 3.8.3, where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping and subject to the following:
- (a) The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects;
  - (b) 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;
  - (c) 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;
  - (d) 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;
  - (e) The Developer shall be responsible for all costs in this regard exceeding the deposit; and
  - (f) The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.9 Maintenance**

- 3.9.1 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.

*Reinstatement*

- 3.9.2 All disturbed areas shall be reinstated to original condition or better.

**3.10 Signs**

- 3.10.1 The sign requirements shall be accordance with the Planning Districts 1 and 3 Land Use By-law as amended from time to time.
- 3.10.2 Notwithstanding Section 3.10.1, the Developer shall be permitted to place a ground sign at the location shown in Schedule C and the sign shall comply with Schedule F.

**3.11 Screening**

- 3.11.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.11.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Hammonds Plains Road. 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.

**3.12 Pedestrian Access**

- 3.12.1 The Developer shall provide a continuous pedestrian concrete walkway, a minimum of 1.5 meters (5 feet) in width, along the full length of a the facade of the new commercial building featuring customer entrances as shown on Schedule C. Notwithstanding Schedule C, the walkway shall be located at least 1.8 meters (6 feet) from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.
- 3.12.2 A concrete and asphalt pedestrian walkway and crosswalk system shall be provided from the main Tantallon Plaza building to the new commercial building as shown on Schedule C. The walkways shall be a minimum of 1.5 m (5 feet) in width. Any pavement marking shall be appropriately placed and of an appropriate material as determined by a qualified professional. Traffic signage shall be permitted where appropriate.

**3.13 OUTDOOR STORAGE**

- 3.13.1 Derelict vehicles are not permitted to be stored on the Lands.
- 3.13.2 Retail and food stores are permitted outdoor sales and display of merchandise outside a retail premise and within the same lot. Any legally existing retail goods establishment shall be permitted to display and sell its merchandise outdoors under the following conditions:
- (a) No sales and display area shall be permitted in any public right-of-way or obstruct pedestrian or vehicular traffic. No sales and display area is permitted outside of



the bounds of the parking area or display area at the main entrance and exit at the front of the store.

- (b) Outdoor storage is prohibited for retail stores except Christmas tree sales and greenhouses/nurseries. All materials stored must be related to the business conducted on the Lands.
- (c) A portion of the parking area may be used for outdoor sales and display on a temporary basis only, in terms of both display structure and goods displayed or sold (no permanent display structures are permitted in parking areas). No more than ten percent (10%) of the required parking area may be used for the temporary outdoor sales and display.
- (d) All outdoor sales and display areas must comply with any screening requirements required by this Agreement.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### *General Provisions*

- 4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

### *Off-Site Disturbance*

- 4.2 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.

### *Outstanding Site Work*

- 4.3 Securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the Occupancy Permit) may be permitted. 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.

### *On-Site Water System*

- 4.4 The Lands shall be serviced through a privately operated on-site water distribution system. Such system shall be regulated by NS Environment and any other relevant agency.

### *On-Site Sanitary System*

- 4.5 The Lands shall be serviced through privately owned and operated sewer system and treatment facility. Such system shall be regulated by NS Environment and any other relevant agency.

### *Solid Waste Facilities*

- 4.6 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

- 5.1 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.

### *Erosion and Sedimentation Control and Grading Plans*

- 5.2 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. Notwithstanding other Sections of this Agreement, 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**

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

- (a) Changes to Section 3.10.2, Schedule C and Schedule F related to the ground sign;
- (b) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (c) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

### **6.2 Substantive Amendments**

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**

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 two years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 (b), if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

### **7.4. Completion of Development**

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Planning Districts 1 and 3, 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 three years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

### **8.2 Failure to Comply**


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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.



## Schedule A-1 - Map of Lands

3650 Hammonds Plains Road  
Upper Tantallon

 Subject Lands

Planning District 1 & 3  
(St Margaret's Bay) By-Law Area

**HALIFAX**

0 50 100 150 m



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



## Schedule B - Lands Subject to Development Agreement

3650 Hammonds Plains Road  
Upper Tantallon

**HALIFAX**

 Lands to which the Development Agreement is applied

0 50 100 150 m

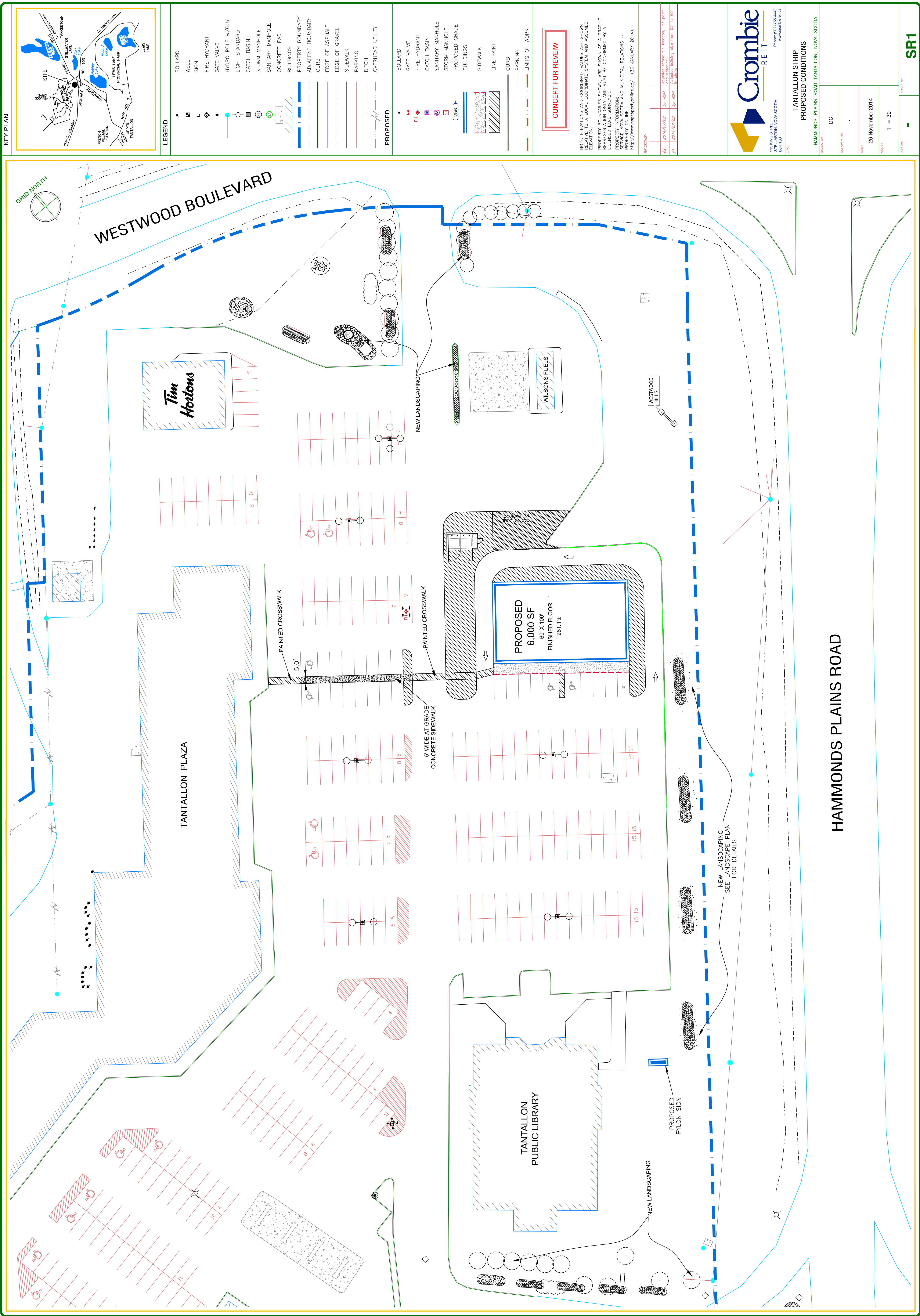
 Portion of the Lands to which the Development Agreement provisions specifically apply

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

Planning District 1 & 3  
(St Margaret's Bay) By-Law Area



## Schedule C - Conditions













The map shows the study area in British Columbia, Canada. It includes the Pacific Coast Highway (Hwy. 101), the Pacific Coast Highway, and the Pacific Coast Highway. The study site is located on Hemlock Drive, which is a residential street. The map also shows the location of the study site relative to the Pacific Coast Highway, the Pacific Coast Highway, and the Pacific Coast Highway. The study site is located on Hemlock Drive, which is a residential street. The map also shows the location of the study site relative to the Pacific Coast Highway, the Pacific Coast Highway, and the Pacific Coast Highway.

**LEGEND**


EXISTING PLANTS AND TREES TO BE REMOVED

PROPOSED NEW AND RELOCATED TREES AND SHRUBS

PROPOSED PERENNIALS

NOTES:

#	DATE	BY:	FOR REVIEW
1	14/OB/12	LG	~

 **REIT**

115 KENO STREET  
STELLARTON, NOVA SCOTIA  
B0K 1S0

Phone: (902) 756-8100

**Gordon Ratcliffe**  
**LANDSCAPE ARCHITECTS**

2055 Route 324, Rt. R1  
HARBARDUS NOVA SCOTIA  
CANADA B0J 1T0

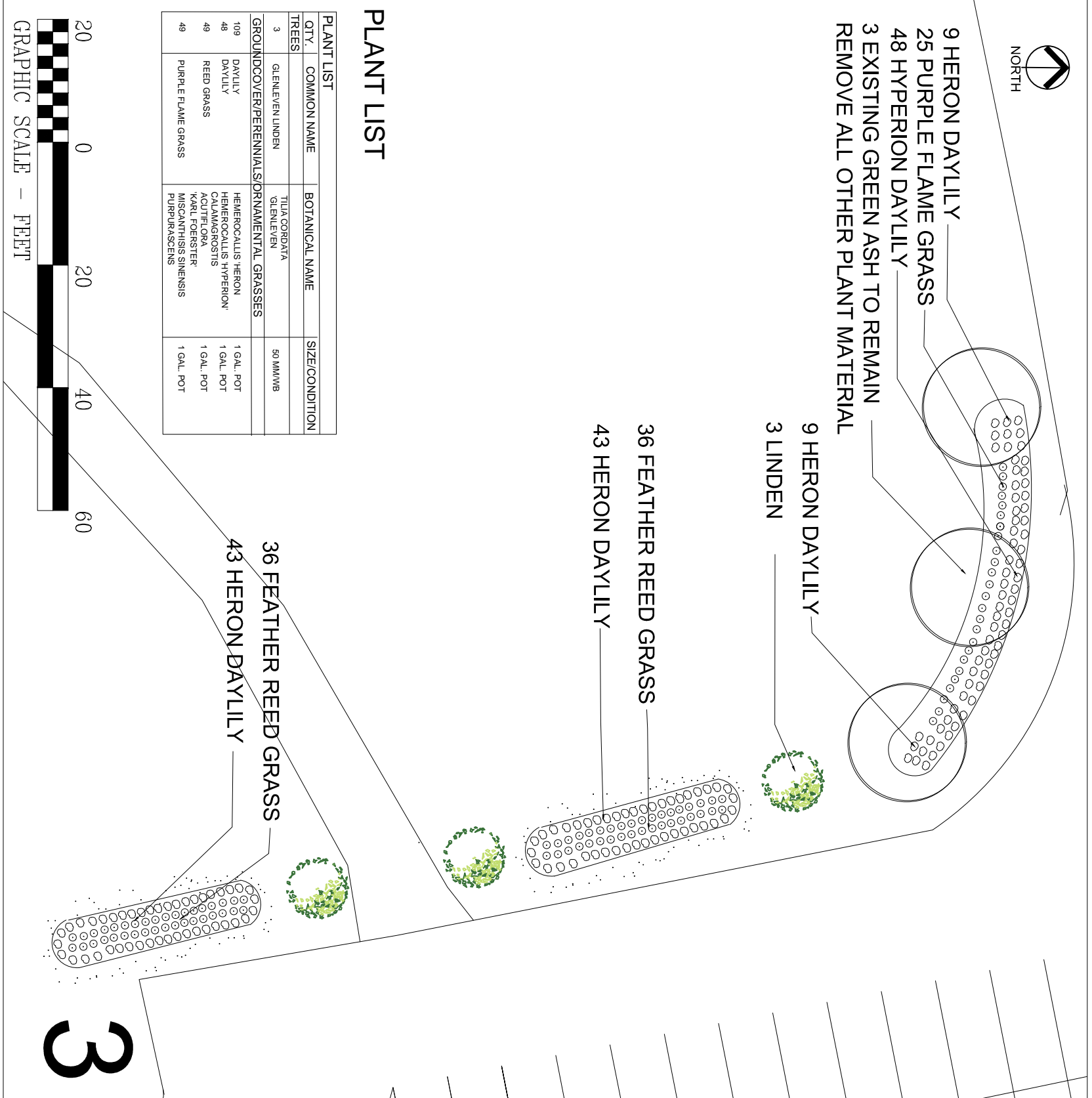
TEL: (902) 478-3883  
FAX: (902) 857-1108  
gr@reitlink.ca

TANTALLON PLAZA  
LANDSCAPE IMPROVEMENTS  
~PID: 4060553~ NOVA SCOTIA  
TANTALLON  
SITE

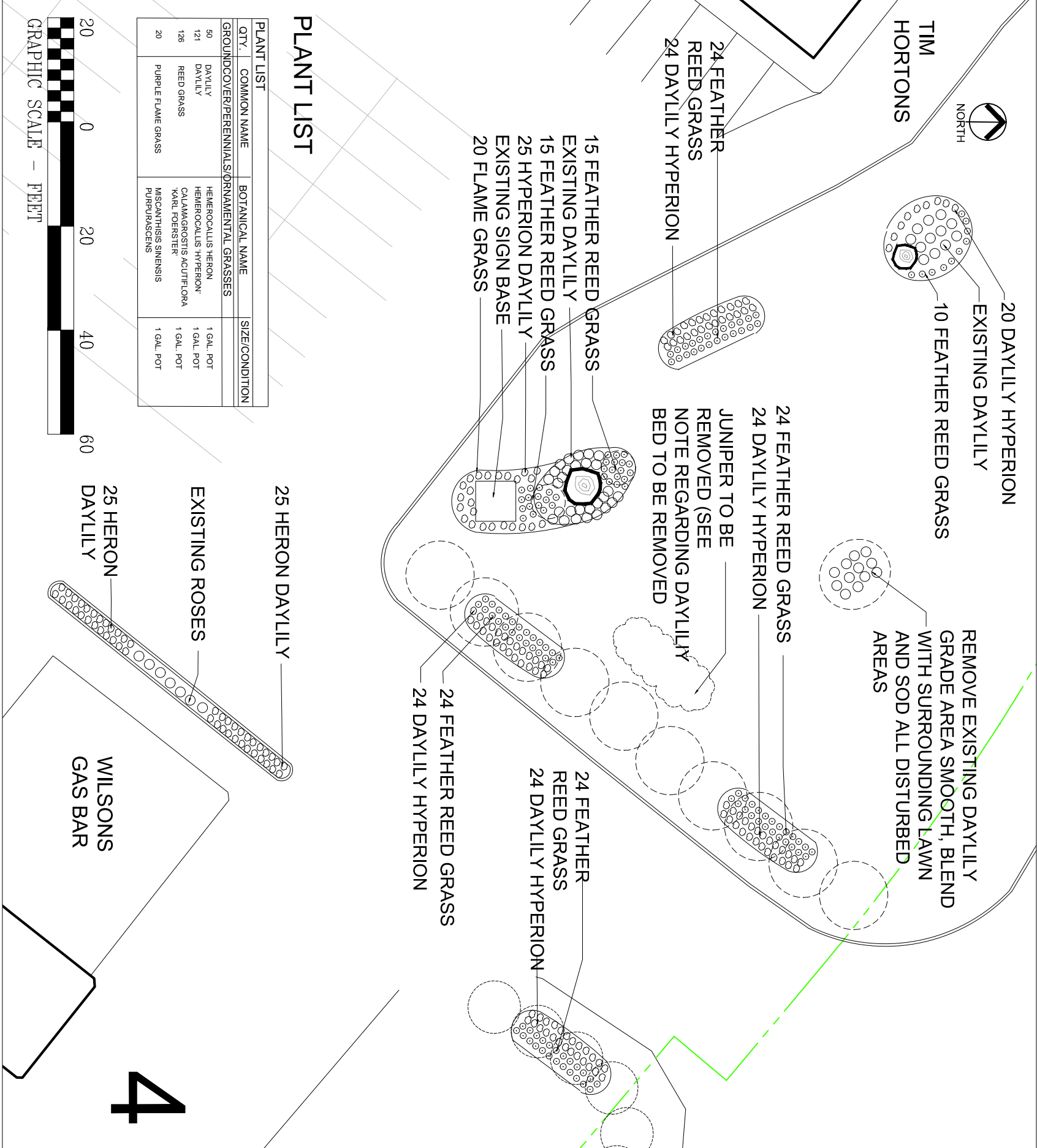
ISSUED BY:	L6	
PREPARED BY:	GR	
DATE:	AUGUST, 2014	
REMARKS:	AS NOTED	

1. QUALIFICATION OF CHAIRPERSONS
- 1.1 THE CONTRACTOR SHALL BE A MEMBER IN GOOD STANDING OF A MEMBER ORGANIZATION OF THE CANADIAN NURSERY TRADES ASSOCIATION.
2. THE CONTRACTOR'S SITE SUPERVISOR SHALL BE A CERTIFIED LANDSCAPE TECHNICIAN.
3. GENERAL
- 3.1 SITE LAYOUT HAS BEEN TAKEN FROM SITE PLAN PREPARED BY MEC ENGINEERING AND CONSTRUCTION SERVICES. THIS DRAWING TO BE READ IN CONJUNCTION WITH DRAWING L-1.
- 3.2 IT IS THE CONTRACTOR'S RESPONSIBILITY TO READ THOROUGHLY DRAWINGS L-1 AND L-2, DETAILS AND SPECIFICATIONS AND NOTES RELATED TO THIS PROJECT AND CONFIRM ALL TERMS AND CONDITIONS RELATED TO THE CONTRACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY UNCERTAINTIES PRIOR TO SUBMISSION OF QUOTATION.
4. THE CONTRACTOR SHALL NOTIFY THE SITE SUPERVISOR CONCERNING ANY UNCERTAINTY IN THE TERMS OF THE CONTRACT PRIOR TO SUBMISSION OF QUOTATION.
5. THE CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. DO NOT DISTURB UNDERGROUND UTILITIES. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO UNDERGROUND UTILITIES AT OWN EXPENSE.
6. ALL LOCATIONS ARE APPROXIMATE. ACTUAL LOCATIONS SHALL BE STAKED ON SITE BY CONTRACTOR AND APPROVED BY OWNER PRIOR TO COMMENCEMENT OF LANDSCAPING.
7. ALL WORK TO BE CONDUCTED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND REGULATIONS AND BYLAWS.
8. THE CONTRACTOR SHALL NOT DISTURB EXISTING STRUCTURES, PLANT MATERIAL, LAWNS AND PAVEMENT. THE CONTRACTOR SHALL REINSTATE ANY DISTURBANCE TO THE APPROVAL OF THE OWNER AT OWN COST.
9. THE CONTRACTOR SHALL EMPLOY ANY MEASURES NECESSARY TO PREVENT SOIL FROM ENTERING THE STORM DRAINAGE SYSTEM. SCHEDULE WORK TO AVOID EXPOSURE OF SOIL TO RAINFALL.
10. ALL WORK SHALL BE GUARANTEED AND MAINTAINED FOR A PERIOD OF ONE YEAR FOLLOWING COMPLETION OF PROJECT AND ACCEPTANCE BY THE OWNER.

1. QUALIFICATION OF CANDIDIDES  
1.1 THE CONTRACTOR SHALL BE A MEMBER IN GOOD STANDING OF A MEMBER ORGANIZATION OF THE CANADIAN NURSERY TRADES ASSOCIATION.
2. THE CONTRACTOR'S SITE SUPERVISOR SHALL BE A CERTIFIED LANDSCAPE TECHNICIAN.
3. GENERAL  
3.1 THE LAYOUT HAS BEEN TAKEN FROM SITE PLAN PREPARED BY MEC ENGINEERING AND CONSTRUCTION SERVICES.  
3.2 IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE AWARE OF ALL EXISTING UTILITIES PRIOR TO CONSTRUCTION.  
3.3 THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONDITIONS RELATED TO THE CONTRACT AND TO NOTES RELATED TO THIS PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND CONDITIONS RELATED TO THE CONTRACT AND TO NOTES RELATED TO THIS PROJECT.  
3.4 THE CONTRACTOR SHALL VISIT THE SITE TO CONFIRM EXISTING CONDITIONS. THE CONTRACTOR SHALL CONTRACT THE CONSULTANT WITH QUESTIONS CONCERNING ANY UNCERTAINTY IN THE TERMS OF THE CONTRACT PRIOR TO SUBMISSION OF QUOTATION.  
3.5 THE CONTRACTOR SHALL CONFIRM THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. DO NOT DISTURB UNDERGROUND UTILITIES. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO UNDERGROUND UTILITIES AT OWN EXPENSE.  
3.6 ALL LOCATIONS ARE APPROXIMATE. ACTUAL LOCATIONS SHALL BE STAKED ON SITE BY CONTRACTOR AND APPROVED BY OWNER PRIOR TO COMMENCEMENT OF LANDSCAPING.  
3.7 ALL WORK TO BE CONDUCTED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND REGULATIONS AND BY-LAWS.  
3.8 THE CONTRACTOR SHALL NOT DISTURB EXISTING STRUCTURES, PLANT MATERIAL, LAWNS AND PAVEMENT. THE CONTRACTOR SHALL REMEDIATE ANY DISTURBANCE TO THE APPROVAL OF THE OWNER AT OWN COST.  
3.9 THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MEASURES NECESSARY TO PREVENT SOIL FROM ENTERING THE STORM DRAINAGE SYSTEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MEASURES NECESSARY TO PREVENT SOIL FROM ENTERING THE STORM DRAINAGE SYSTEM.  
3.10 ALL WORK SHALL BE GUARANTEED AND MAINTAINED FOR A PERIOD OF ONE YEAR FOLLOWING COMPLETION OF PROJECT AND ACCEPTANCE BY THE OWNER.
4. TOOLS FOR LANDSCAPING  
4.1 TOPSOIL SHALL BE FERTILE SANDY LOAM WITH A SUITABLE CONTENT OF MINERAL PARTICULATE, MICRO ORGANISMS, ORGANIC MATTER, AND SOIL NUTRIENTS NITROGEN, PHOSPHORUS, POTASSIUM, AND CALCIUM. THE PERCENTAGE OF ORGANIC MATTER SHALL BE 40-70%, ORGANIC CONTENT SHALL BE 5-8%, BERMS AND STONES OVER 20% MAX. A SAMPLE OF THE TOPSOIL SHALL BE SUBMITTED TO THE PROVINCIAL DEPARTMENT OF AGRICULTURE FOR ANALYSIS. THE CONTRACTOR SHALL SUPPLEMENT THE TOPSOIL IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE SOIL ANALYSIS. THE CONTRACTOR SHALL SUBMIT A COPY OF THE SOILS ANALYSIS REPORT TO THE OWNER AND PROVIDE A SAMPLE OF THE TOPSOIL FOR APPROVAL PRIOR TO DELIVERY TO THE SITE.  
4.2 PLANTING SOIL TO BE A MIXTURE OF 60% TOPSOIL AND 40% ORGANIC MATTER (COMPOST OR WELL ACID MANURE, FREE OF WEED SEED), OR APPROVED SOIL.



PLANT LIST	COMMON NAME	BOTANICAL NAME	SIZE/CONDITION
40	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
41	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
42	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
43	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
44	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
45	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
46	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
47	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
48	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
49	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"
50	FLORAL FLAME GRASS	HEMICHLOA GRACILE	5' x 10"

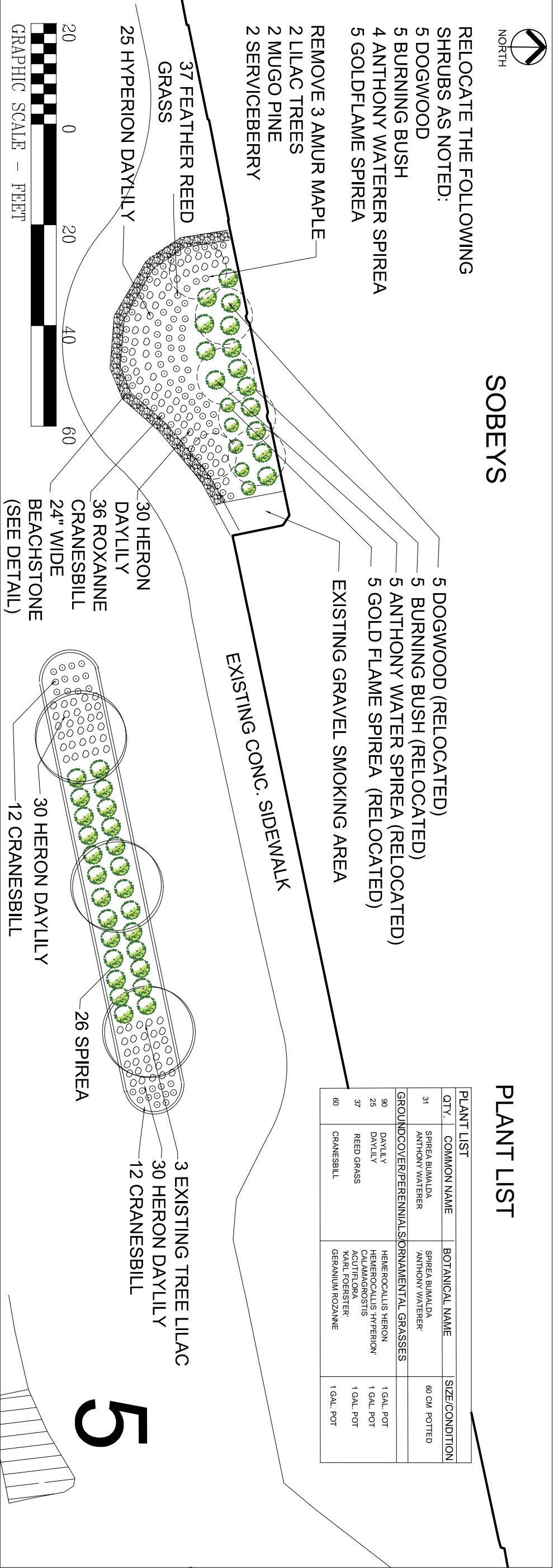


PLANT LIST		SIZE/CONDITION
QTY.	COMMON NAME	BOTANICAL NAME
GROUND COVER/PERENNIAL/SUBPERENNIAL GRASSES		
50	DAILY	HEMIFLOECUS HYBRID
121	DAILY	HEMIFLOECUS HYBRID
126	RED GRASS	CLAMMIDOSTIS ACUTIFLORA
		VAL. HORNSTEIN
20	PURPLE PLATE GRASS	MESCHASTYUS STENOSIS
		PURPUREUS
		1 GAL. POT

RELOCATE THE FOLLOWING  
SHRUBS AS NOTED:

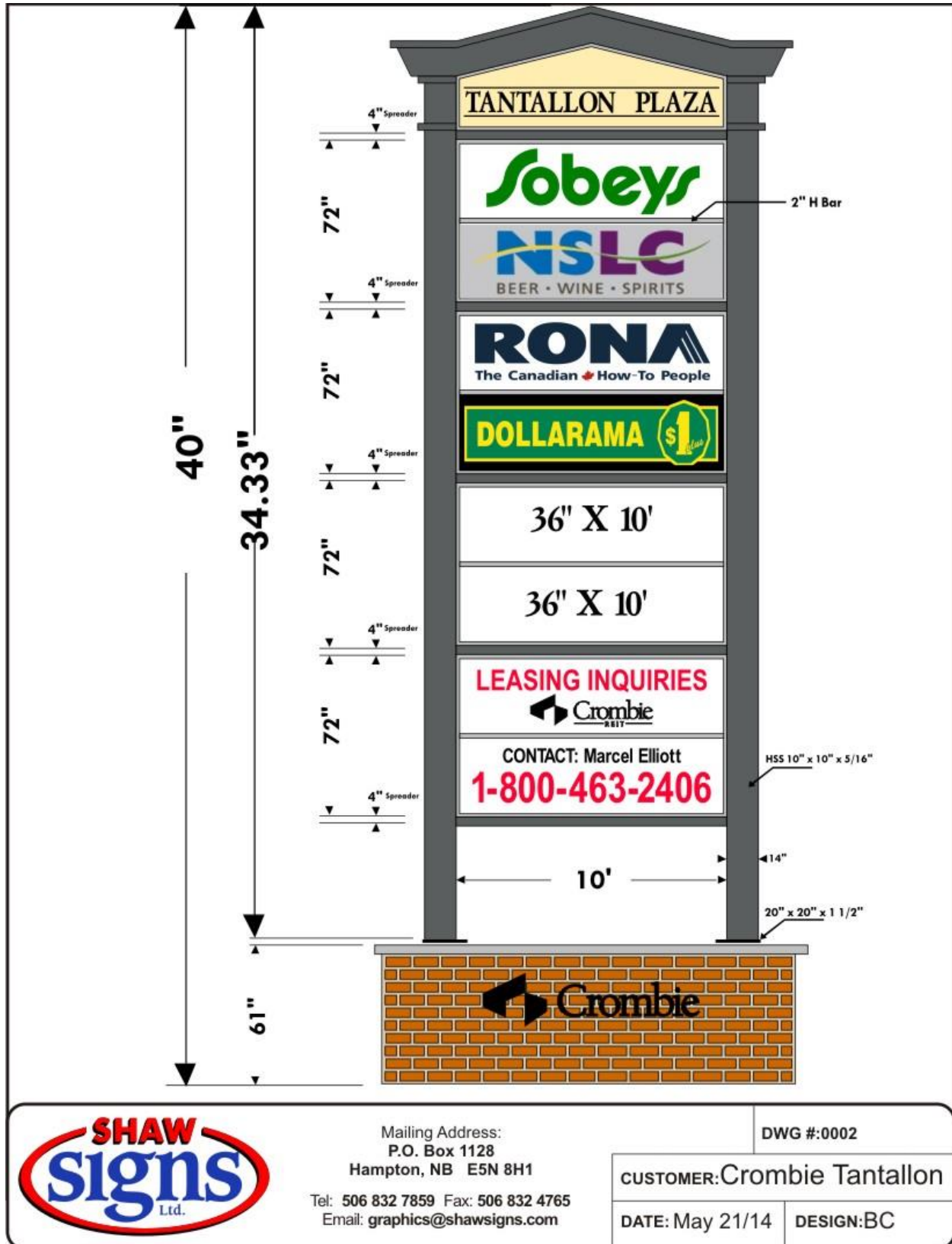
5 DOGWOOD	5 DOGWOOD (RELOCATED)
5 BURNING BUSH	5 BURNING BUSH (RELOCATED)
4 ANTHONY WATERER SPIREA	5 ANTHONY WATER SPIREA (RELOCATED)
5 GOLDFLAME SPIREA	5 GOLD FLAME SPIREA (RELOCATED)
	EXISTING GRAVEL SMOKING AREA

PLANT LIST	QTY.	COMMON NAME	BOTANICAL NAME	SIZE/CONDITION
31	SPECIA BULBOSA	SPECIA BULBOSA		
	AMPHION VIBRATOR	AMPHION VIBRATOR		NO CAN POTTED
GRAND OCEAN PERENNIALS ORNAMENTAL TREES				
32	DAILY		HEDICOLLIS IRROS	1 GAL. POT
33	DAILY		HEDICOLLIS IRROS	1 GAL. POT
25	RED GRASS		ACUTICOLA	1 GAL. POT
30	CRANESAIL		GRAND OCEAN	1 GAL. POT





## Schedule F - Pylon Sign Design



**Attachment B - Proposed Discharge Agreement**

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 at 3650 Hammonds Plains Road, Hammonds Plains and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands") and illustrated on Schedule A-1;

**AND WHEREAS** the North West Community Council of the Municipal, at its meeting on March 27<sup>th</sup>, 1997 approved an application by the Developer to enter into a development agreement to allow for a Lounge on the Lands subject to the registered owner of the Lands entering into the agreement, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number (39661) in Book Number (6117) at Pages (792 to 803) (hereinafter called the "Existing Agreement");

**AND WHEREAS** the Developer has requested that the Existing Agreement be discharged from the Lands and a new agreement be entered into to enable a new commercial building on the Lands and said Development Agreement also is to allow the continuation of an existing lounge and the continuation and expansion of existing uses;

**AND WHEREAS** the North West Community Council of the Municipality, at its meeting on **[Insert - Date]**, approved the said Agreement to allow continuation of the Lounge, enabling existing land uses to expand and the construction of a new building on the Lands subject to the registered owner of the Lands described herein entering into this Agreement, and at the same meeting, approved the discharge of the existing Development Agreement as it applies to 3650 Hammonds Plains Road, Hammonds Plains, said discharge, referenced as Municipal Case Number 19384, to take effect upon the registration of this Agreement;

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

-----

1. The Existing Agreement is hereby discharged as it applies to the Lands and shall no longer have any force or effect.
2. Any future development of the Lands shall conform with all applicable provisions and requirements of the Planning Districts 1 and 3 Land Use By-law, as amended from time to time.

**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 Owners Names)**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
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 C**  
**Review of Relevant Regional MPS Policies**

<b>Policy Criteria</b>	<b>Policy Comment</b>
S-11 HRM shall, through the applicable land use by-law, establish a Comprehensive Development District (CDD) Zone to apply to certain lands within the following Rural Growth Centres: Hubbards, Lake Echo, Musquodoboit Harbour, Porters Lake and Upper Tantallon. This zone is intended to protect these lands as focal points for development within these centres by requiring development to proceed by development agreement except for the continuation and expansion of existing uses. In considering approval of such development agreements, HRM shall consider the following:	
(a) whether the development is designed as part of a focal point for the distribution of services to the outlying area;	The proposal furthers the continuation of Tantallon Plaza as a local retail centre for the surrounding community through the addition of approximately 6000 sq. ft. of additional retail space.
(b) the types of land uses to be included in the development which may include a mix of medium-density residential uses, ground floor commercial, institutional uses, recreation uses and parking facilities;	<p>The proposed uses are a continuation of existing uses plus the following uses within the proposed new building:</p> <ul style="list-style-type: none"> <li>Retail stores</li> <li>Food stores</li> <li>Service and personal service shops</li> <li>Offices</li> <li>Commercial schools</li> <li>Banks and financial institutions</li> <li>Full Service and Take-out Restaurant</li> <li>Drive in and take out restaurants</li> <li>Funeral establishments</li> <li>Bakeries</li> <li>Institutional Uses</li> <li>Greenhouses and nurseries</li> <li>Veterinary clinics and indoor kennels</li> </ul> <p>The proposal does not alter arrangements for the existing Halifax transit park and ride facility located on the southern portion of the Lands</p>
(c) where necessary, locations for pedestrian sidewalks;	The proposed development agreement requires a pedestrian walkway be constructed from the main plaza building across the parking lot to the proposed building. A walkway is required to be located along the front facade of the new building.
(d) architectural details marking the entrance to buildings;	Architectural detailing of the buildings break up the facades in a manner that highlights the entrances to the individual retail units and the Agreement (Section 3.4.2) requires that entrances be highlighted.
(e) controls on signage;	Signage is limited by the proposed development agreement to that enabled under the Planning Districts 1 and 3 Land Use By-law except for a new proposed pylon sign at the main entrance. The new sign is approximately 22.29 sq. m. (240 sq. ft.) per face and 12.19 m (40 ft.) high. The By-law would typically limit the area to 2.32 sq. m. (25 sq.ft.) and limit the height to 7.6m (25 feet). Staff have determined the proposed signage is appropriate for the existing and proposed land uses.
(f) controls on heights, massing, scale and type of development;	The development agreement provides limitations on the proposed building such that the building will be built as shown on the Schedules of the proposed development agreement. These schedules limit the size of the building to 557.4 sq. m. (6000 sq.ft.) and limit the height to a single storey plus hipped roof. The land uses are limited as noted above.

<b>Policy Criteria</b>	<b>Policy Comment</b>
(g) details of the exterior architectural design of new buildings which should be complementary to the traditional building style within the surrounding community;	The proposed building is designed to reflect a traditional design with a mixture of materials including stone, brick, clapboard siding and a hipped roof. This design reflects traditional designs of the area.
(h) where necessary, details concerning preferred traditional building materials;	The development agreement enables the use of traditional building materials.
(i) appropriate locations of parking for park-and-ride facilities and retail outlets; and	The proposed development agreement sets a reduced standard of 4.5 vehicles per 92.0 sq. m. (1000 sq. ft.) of space. This amount is adequate for the proposed land uses, Parking areas and park and ride facilities are appropriately located.
(j) any applicable matter as set out in policy G-14 of this Plan.	Other matters of planning concern including lot consolidation and continuation of existing land use rights are detailed in the main section of this report.

<b>Policy Criteria</b>	<b>Policy Comment</b>
G-15 In considering development agreement applications pursuant to the provisions of this Plan, in addition to all other criteria as set out in various policies of this Plan, HRM shall consider the following:	
(a) that the proposal is not premature or inappropriate by reason of: <ul style="list-style-type: none"> <li>(i) the financial capability of HRM to absorb any costs relating to the development;</li> <li>(ii) the adequacy of municipal wastewater facilities, stormwater systems or water distribution systems;</li> <li>(iii) the proximity of the proposed development to schools, recreation or other community facilities and the capability of these services to absorb any additional demands;</li> <li>(iv) the adequacy of road networks leading to or within the development; and</li> <li>(v) the potential for damage to or for destruction of designated historic buildings and sites;</li> </ul>	<ul style="list-style-type: none"> <li>(i) There are no direct costs associated with the development.</li> <li>(ii) There lands are not serviced directly by central sewer or water. Water is trucked in to the site and stored in cisterns and sewer is provided by an on-site sewage treatment plant. Both are sufficient to service the proposed development.</li> <li>(iii) The adequacy of school, recreation and community facilities are not influenced by commercial development.</li> <li>(iv) A traffic impact statement has confirmed that the road networks are sufficient to handle this proposal.</li> <li>(v) Not applicable as there are not any historic buildings or sites on the subject lands.</li> </ul>
(b) that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of: <ul style="list-style-type: none"> <li>(i) type of use;</li> <li>(ii) height, bulk and lot coverage of any proposed building;</li> <li>(iii) traffic generation, access to and egress from the site, and parking;</li> <li>(iv) open storage;</li> </ul>	<ul style="list-style-type: none"> <li>(i) The proposed development agreement limits the proposed uses to commercial uses appropriate for a retail plaza.</li> <li>(ii) The proposed development agreement limits the height, bulk and lot coverage of the proposed building. See above for details.</li> <li>(vi) The access, egress and traffic generation of the proposal has been reviewed by the Municipality and NS Transportation and Infrastructure Renewal. No issues of significance were identified. Parking for the site is adequate as identified above.</li> <li>(vii) Open storage on the site is not permitted except for greenhouses and Christmas tree sales. This type of</li> </ul>

<b><i>Policy Criteria</i></b>	<b><i>Policy Comment</i></b>
(v) signs; and	(viii) open storage is appropriate for these seasonal uses. The proposed development agreement enables a large ground sign. Given the highway commercial nature of the site, a large ground sign will assist in way finding and is not out of character for this type of site.
(c) that the proposed development is suitable in terms of the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding.	There are no known conditions that affect the developability of the Lands, The site is currently flat and paved.
(d) if applicable, the requirements of policies E-10, T-3, T-9, EC-14, CH-14 and CH-16.	Not applicable.



**Attachment D**  
**Review of Relevant Planning District 1 and 3 Policies**

<b>Policy Criteria</b>		<b>Policy Comment</b>
MU-6	Notwithstanding Policy MU-2, within the Mixed Use "A" and "B" Designations, Council shall only consider commercial entertainment uses according to development agreement provisions of the <u>Planning Act</u> . When considering such agreements, Council shall have regard for the following:	
(a)	the potential for adversely affecting nearby residential and community facility development;	The continuation of the proposed lounge will not adversely affect nearby residential or community facility development. The residential development is setback a sufficient distance that there shouldn't be any conflict between the existing lounge and the residences.
(b)	the impact of the entertainment use on traffic circulation and, in particular, sighting distances and entrances to and exits from the site;	The existing traffic circulation and access is appropriate and there are no known issues.
(c)	proximity of a residential environment;	The Lands are separated from adjacent residential areas and the lounge is not anticipated to significantly impact residential properties.
(d)	the provision of landscaping or buffering from adjacent development;	Separation distances are such that landscaping or further buffering is not required.
(e)	the general maintenance of the developments; and	The proposed development agreement includes standardized working related to the maintenance of the development.
(f)	the provisions of Policy IM-9.	Please see a full review below.

<b>Policy Criteria</b>		<b>Policy Comment</b>
IM-9	In considering development agreements and amendments to the land use by-law, in addition to all other criteria as set out in various policies of this strategy, Council shall have appropriate regard to the following matters:	
(a)	that the proposal is in conformity with the intent of this strategy and with the requirements of all other municipal by-laws and regulations;	The proposal is in conformance with the intent of the Planning Districts 1 and 3 MPS and the Regional MPS and other regulations.
(b)	that the proposal is not premature or inappropriate by reason of: (i) the financial capability of the Municipality to absorb any costs relating to the development; (ii) the adequacy of on-site sewerage and water services;  (iii) the adequacy or proximity of school, recreation or other community facilities; (iv) the adequacy of road networks leading or adjacent to or within the development; and (v) the potential for damage to destruction of designated historic buildings and sites. (vi) any other relevant matter of planning concern.	(i) There are no direct costs associated with the development.  (ii) The Lands are not serviced directly by central sewer or water. Water is trucked in to the site and stored in cisterns and sewer is provided by an on-site sewage treatment plant. Both are sufficient to service the proposed development. . (iii) The adequacy of school, recreation and community facilities are not influenced by commercial development.  (iv) A traffic impact statement has confirmed that the road networks are sufficient to handle this proposal.  (v) Not applicable as there are not any historic buildings or sites on the subject lands.  (vi) There are no other matters of planning concern.
(c)	that in development agreement controls are placed on the proposed	

<b>Policy Criteria</b>	<b>Policy Comment</b>
<p>development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p> <ul style="list-style-type: none"> <li>(i) type of use;</li> <li>(ii) height, bulk and lot coverage of any proposed building;</li> <li>(iii) traffic generation, access to and egress from the site, and parking;</li> <li>(iv) open storage;</li> <li>(v) signs; and</li> <li>(vi) any other relevant matter of planning concern</li> </ul>	<ul style="list-style-type: none"> <li>(i) The proposed development agreement limits the proposed uses to commercial uses appropriate for a retail plaza.</li> <li>(ii) The development agreement provides limitations on the proposed building such that the building will be built as shown on the Schedules of the proposed development agreement. These schedules limit the size of the building to 557.4 sq. m. (6000 sq.ft.) and limit the height to a single storey plus hipped roof.</li> <li>(iii) the access, egress and traffic generation of the proposal has been reviewed by the Municipality and NS Transportation and Infrastructure Renewal. No issues of significance were identified. Parking for the site is adequate as identified above.</li> <li>(iv) Open storage on the Lands is not permitted except for greenhouses and Christmas tree sales. This type of open storage is appropriate for these seasonal uses.</li> <li>(v) The proposed agreement enables a large ground sign. Given the highway commercial nature of the site, a large ground sign will assist in way finding and is not out of character for this type of site.</li> <li>(vi) Other relevant planning matters are fully identified in the discussion section of the staff report.</li> </ul>
<p>(d) that the proposed site is suitable with respect to the steepness of grades, soil and geological conditions, locations of watercourses, marshes or bogs and susceptibility to flooding; and</p>	<p>There are no known conditions that are known to affect the developability of the Lands, The site is currently flat and paved.</p>
<p>(e) any other relevant matter of planning concern.</p>	<p>Other relevant planning matters are fully identified in the discussion section of the staff report.</p>
<p>(f) Within any designation, where a holding zone has been established pursuant to "Infrastructure Charges - Policy p-79F", Subdivision Approval shall be subject to the provisions of the Subdivision By-law respecting the maximum number of lots created per year, except in accordance with the development agreement provisions of the MGA and the "Infrastructure Charges" Policies of this MPS. (RC-Jul 2/02;E-Aug 17/02)</p>	<p>Not applicable.</p>

## Attachment E – Minutes of Public Information Meeting (September 29, 2014)



### Public Information Meeting Case 19384

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Monday, September 29, 2014

7:00 p.m.

St. Margarets Centre, Multi-Purpose Room

#### STAFF IN

##### ATTENDANCE:

Andrew Bone, Senior Planner, Development Approvals  
Hilary Campbell, Planning Technician, Development Approvals  
Cara McFarlane, Planning Controller, Development Approvals

#### ALSO IN

##### ATTENDANCE:

Councillor Matt Whitman, District 13  
Joseph Driscoll, Crombie Property Holdings Ltd.

#### PUBLIC IN

##### ATTENDANCE:

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The meeting commenced at approximately 7:15 pm.

#### 1. Call to order, purpose of meeting – Andrew Bone

Case 19384 is a proposal by Crombie Property Holdings Ltd. for a 6,000 square foot addition to the Tantallon Plaza containing approximately four tenants along with a drive thru restaurant (drive thru lane and window).

Mr. Bone introduced himself as the Senior Planner facilitating this application through the planning process; Councillor Matt Whitman, District 13; Cara McFarlane and Hilary Campbell, HRM Planning Applications; Joseph Driscoll, Crombie Property Holdings Ltd.

The purpose of the Public Information Meeting (PIM) is to identify that Halifax has received an application, give some background on the proposal and receive feedback on the proposal from the public. This is purely for information exchange and no decisions will be made at this PIM.

#### 2. Presentation of Proposal – Andrew Bone

Policy S-10 of the current Regional Plan, and the new RP+5, requires certain sites to be developed by development agreement as a concern for transit issues. There is already a Park and Ride at the site which will be reviewed by Transit to ensure there aren't any significant issues. The Policy allows for the proposed ground floor commercial component and requires Staff and Council to look at numerous things such as pedestrian walkways, architectural detailing, signage, architectural design, buildings materials, etc.

This requires a development agreement process. There is an existing development agreement for a beverage room on the site. Subsequent to tonight, an internal review will be done as well as a draft development agreement and staff report.

#### Presentation of Proposal – Joseph Driscoll

The proposal is for a modest 6,000 square foot addition to the existing Tantallon Plaza Shopping Centre which is about 145,000 square feet. Crombie has been investing in this property over the past year or two putting on a new façade on the entire plaza, investing in some landscaping this year and maintaining the property. It is a focal point in the community for commercial services. One criteria of the policy focusses on commercial development at certain key centres.

## Attachment E – Minutes of Public Information Meeting (September 29, 2014)

The policy also talks about using traditional materials and building design which is a little difficult when dealing with an existing shopping centre where 98% of it is pre-existing. The design of the building has a pitched roof and some traditional materials which complement the existing plaza. For example, there is cultured stone columns and brick material at the base which is similar to the existing plaza. So there is some continuity that will complement each other.

A single ground sign is proposed near the entrance to the centre. The sign has a brick base with some landscaping and backlit panels.

### 3. Questions and Comments

**Keith Ailing, Tantallon** –What is the existing ratio for car parks for the gross floor area of the existing building and what is the ratio for the proposed? **Mr. Driscoll** believed it is currently 5.8 and would be 5.4 subject to the addition which is well within a comfortable ratio. **Mr. Bone** said it will be evaluated during the internal review process.

**Councillor Matt Whitman, District 13** – Complemented on the look of the plaza and how it fits in nicely with the community. People want to see this part of District 13 as walkable. This parking lot is very busy with many businesses but is not very walkable. Can it be made more pedestrian-friendly from this building site to the plaza? Some sort of walkway would be appreciated. **Mr. Driscoll** said the distance isn't great so it can be looked at.

**Councillor Whitman** – The parking lots of newer buildings are more attractive with landscaping around the lot and light towers. Is there a way to make this parking lot look more park-like? **Mr. Driscoll** said that some landscaping is being done at the entrances to the centre. They can look to see what can be done around the building. Adding landscaping becomes challenging because too much parking can be lost but it can certainly be considered.

**Councillor Whitman** – A drive thru is permitted? The property is already approved for a beverage room? **Mr. Bone** believes restaurants are permitted. There is a development agreement on the site for a lounge. Staff will comment on this in the staff report. Typically, if there are uses permitted in the zone that don't work on the site, staff will try to negotiate the exclusion of them as a safety measure.

**Councillor Whitman** – Are there any issues with the Hammonds Plains Road and the intersection being able to handle more cars? **Mr. Bone** couldn't comment as the traffic study because it has yet to be reviewed.

**Councillor Whitman** – What will be the impact on water and sewer? **Mr. Driscoll** said that the water for the site is purchased from Halifax Regional Water Commission, brought to the site and stored in large tanks; therefore, there would be no impact on the area groundwater. In terms of sewage production, the site is on a sewage treatment plant that is operated by a licensed engineering firm and regulated by Department of Environment (DOE). There is routine testing required and submitted to DOE on an ongoing basis.

**Councillor Whitman** – Likes what he sees and strongly encouraged the site be more pedestrian-friendly and attractive with landscaping. The façade on the building is nice as long as the parking lot complements that building.

### 4. Closing Comments

**Mr. Bone** thanked everyone for coming and expressing their comments.

### 5. Adjournment

The meeting adjourned at approximately 7:22 p.m.

## Attachment F – Conceptual Building Rendering

