

Western Region Community Council
July 23, 2012

TO: Chair and Members of Western Region Community Council

SUBMITTED BY: 
Brad Anguish, Director, Community and Recreation Services

DATE: July 17, 2012

SUBJECT: **Case 16770: Development Agreement, St. Margaret's Square, Hwy. 3,
Upper Tantallon**

SUPPLEMENTARY REPORT

ORIGIN

- Application by W. M. Fares Group
- Staff report to Western Region Community Council on this application dated May 4, 2012
- May 28, 2012 deferral by Western Region Community Council on the subject application pending receipt of additional information from staff

RECOMMENDATION

It is recommended that Western Region Community Council:

1. Approve the proposed development agreement, presented as Attachment A to this report, to permit three new commercial buildings within the St. Margaret's Square development, Highway No. 3, Upper Tantallon; and
2. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

On May 28, 2012, Western Region Community Council held a public hearing on Case 16770. After the public hearing was closed, Council debated the application and identified aspects of the development that required additional information from staff. In response, Western Region Community Council approved the following motion:

“MOVED by Councillor Lund, seconded by Councillor Adams that the Western Region Community Council defer this matter for sixty (60) days pending HRM Staff reviewing comments and submissions received during the public hearing process, in consultation with the Developer, and requesting clarification, as required, on comments received from members of the public during the public hearing. The report is to include clarification on the following:

- a) What is the architectural character of the community;*
- b) Building C – due to the existing grades and the proposed building being a two storey building will it dwarf the existing Lawton’s building; consider alteration/reduction in size;*
- c) Building E – if there is an increase in size to any of the buildings that it be considered a substantive amendment when it exceeds a 10% to 15% increase;*
- d) Consideration be given to common outdoor spaces; infiltration trenches to retain storm water; mansard roofs and any consideration to leaving space as opposed to adding to roof lines.”*

Revised Proposal

Following the May 28, 2012 meeting of Western Region Community Council, staff met with the developer to discuss the items stated in the above motion. The application continues to be for three new commercial buildings within the St. Margaret’s Square development in the previously proposed locations. However, the applicant has proposed a number of changes to the architectural design of the buildings, landscaping features, and the size of buildings in order to address the issues raised by Council.

DISCUSSION

Responses to the items in the May 28th motion are as follows:

a) What is the Architectural Character of the Community;

Under the Municipal Planning Strategy for Planning Districts 1 and 3, the architectural character of the community is articulated as follows:

“The traditional building style, character and scale of development in the area is typified by simple wood frame homes and fishing industry buildings with gabled and pitched roofs and wood shingle siding.”

Modern commercial developments are typically inconsistent with this character. In order to balance this type of development with the traditional character of the built form in St. Margaret’s Bay, the MPS was changed to allow larger commercial buildings only by development agreement. This intent is supported in Policy MU-16(A) which requires Council to have regard to *“the architectural design of building(s) that reinforce the style, character and scale of the area’s traditional built form”* for these sorts of larger scale developments.

Staff is of the opinion that the existing proposal already satisfies this intent. To address Council’s feedback and to better reinforce the traditional built form of the area, the applicant has revised the architecture of their proposal to include:

- i) a series of recesses and projections along the building façades in twenty foot increments to provide the appearance of more traditional scale development and multiple buildings;
- ii) the appearance of multiple attached buildings will be further enhanced by differing roof forms and the removal of mansard style roofs. However, the roofs will remain flat behind the facades to enable mechanical equipment on the roofs to be screened from view;
- iii) building materials will still include fibre cement siding and trim, which is similar in appearance to various types of wood siding, but will have more variation in appearance and colour; and
- iv) building heights will be one or two storeys which is consistent with the traditional built form of the area.

All of the proposed changes have been incorporated into the revised development agreement as contained in Attachment A of this report.

- b) Building C – due to the existing grades and the proposed building being a two storey building will it dwarf the existing Lawton’s building; consider alteration/reduction in size;**

Building C continues to be a two storey building and is similar in height to the existing Lawton’s building. In staff’s opinion, the proposed building will not “dwarf” the existing buildings, despite minor grade differences on site. The proposed Building C will provide a greater level of interest at the pedestrian level and the changes in design make it more compatible with the character of the community.

- c) Building E – if there is an increase in size to any of the buildings that it be considered a substantive amendment when it exceeds a 10% to 15% increase;**

In the existing proposed development, building footprints (ground-level gross floor area) are as follows:

- Phase “C” building: a 2-storey, 17,000 sq. ft. commercial building to the east of

- Phase “D” building: Lawton’s plaza building (Lot 4R);
 a 1-storey, 7,500 sq. ft. commercial building to the north of
 Phase C building (Lot 4R); and
- Phase “E” building: a 1-storey, 9,600 sq. ft. commercial building to the
 northeast of existing Canadian Tire store (Lot 4A).

Under the existing proposed development agreement, the building footprints for the Phase “C” and “E” buildings could increase in area to 24,000 sq. ft. and 17,000 sq. ft., respectively, without Council approval. Under the revised development agreement, the applicant has agreed that:

- i) building footprints will not be altered without Council approval;
 - ii) minor expansions (less than ten percent of the gross floor area of a building) will be considered through a non-substantive amendment which requires a resolution of Council but not a public hearing; and
 - iii) major expansions (beyond ten percent of the gross floor area of a building) will be considered a substantial amendment to the agreement and must proceed through the entire development agreement process which includes public consultation and a public hearing.
- d) **Consideration be given to common outdoor spaces; infiltration trenches to retain storm water; mansard roofs and any consideration to leaving space as opposed to adding to roof lines.”**

The existing proposed development agreement requires the applicant to implement a significant Landscape Plan for the new buildings and to enhance the existing landscaping on the site. The applicant is proposing to enhance the landscaping by constructing a gazebo in front (to the west) of the Phase E building. This will be incorporated into the landscaped area in front of the building and will be publicly accessible. The details will be indicated on the Landscape Plan required by the agreement at the permitting stage. Also, outdoor seating and patio areas will be permitted for all commercial uses, not just restaurants in order to provide more activity at the pedestrian level.

In regard to the use of infiltration trenches to retain stormwater, the site already has a stormwater system in place. While infiltration trenches and other stormwater systems may work well on the site, there is no policy basis in the MPS to require such systems be installed by the developer.

Changes to the design of the buildings are addressed in section a) “What is the Architectural Character of the Community” of this report.

Conclusion

In staff’s opinion, the proposed development agreement attached to this report is consistent with the applicable policies of the MPS (Attachment B of the May 4, 2012 staff report). The changes now proposed by the applicant improve the compatibility of the development and reinforce the traditional built form of the area. Therefore, staff recommends that Western Region Community

Council approve the revised Development Agreement as presented in Attachment A to this report.

BUDGET IMPLICATIONS

There are no budget 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 Agreement. The administration of the agreement can be carried out within the proposed budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

This report complies with the Municipality’s Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation.

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 April 13, 2011. A public hearing must be held by Community Council before they can consider approval of a development agreement.

For the Public Information Meeting, notices were posted on the HRM website, in newspapers (regional and local), and mailed to property owners with the notification area shown on Map 3. Attachment C contains a copy of the minutes from the meeting. Should Community Council decide to proceed with a public hearing on this application, in addition to the published newspaper advertisements, individual property owners within the notification area will be advised of the public hearing by regular mail. The HRM website will also be updated to indicate notice of the public hearing.

The proposed development agreement will potentially impact the following stakeholders: local residents and property owners, community or neighbourhood organizations, and business and professional associations.

ENVIRONMENTAL IMPLICATIONS

The proposal meets all relevant, environmental policies contained in the Planning Districts 1 and 3 MPS. Please refer to the Discussion section of the staff report dated May 4, 2012, for further information.

ALTERNATIVES

1. Community Council may approve the proposed development agreement provided as Attachment A of this report. This is the staff recommendation.

2. Community Council may approve the proposed development agreement with modifications which are acceptable to the Developer. Such modifications may require further negotiations with the Developer, a supplementary staff report or an additional public hearing.
3. Community Council may refuse the proposed development agreement. Pursuant to the *Halifax Regional Municipality Charter*, Council must provide reasons for this refusal based on the policies of the MPS.

ATTACHMENTS

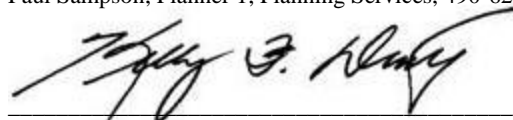
Attachment A Proposed Development Agreement

May 4, 2012 Staff Report is available upon request or the report can be found at
www.halifax.ca/Commcoun/wrcc/documents/Case16770DASStMargaretsSquareUpperTantallon.pdf

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

Report Prepared by: Paul Sampson, Planner 1, Planning Services, 490-6259

Report Approved by:



Kelly Denty, Manager, Development Approvals, 490-4800

Case 16770 Attachment A
Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 2012,

BETWEEN:

[INSERT PROPERTY OWNER]

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 at 5090 to 5126 St. Margaret's Bay Road (Highway. No. 3), Upper Tantallon ("St. Margaret's Square") 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 three additional commercial buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy MU-16(A) of the Municipal Planning Strategy for Planning Districts 1 and 3 and Section 3.6(q) of the Land Use By-law for Planning Districts 1 and 3;

AND WHEREAS the Western Region Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 16770;

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

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.

2.2 Definitions Specific to this Agreement

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

- (a) “Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects.
- (b) “Landscaped Area” means any combination of trees, shrubs, flowers, grass or other horticultural elements, decorative stonework, pavers, screening or other landscape architectural elements, all of which are designed to enhance the visual amenity of the lands or to provide an amenity for common use by the occupants of a building.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop and use 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 16770:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	West Elevation – Phase C Building
Schedule D	North/ South Elevations – Phase C Building
Schedule E	East Elevation – Phase C Building
Schedule F	West Elevation – Phase D Building
Schedule G	North/ South Elevations – Phase D Building
Schedule H	East Elevation – Phase D Building
Schedule I	West Elevation – Phase E Building
Schedule J	North/ South Elevations – Phase E Building
Schedule K	East Elevation – Phase E Building

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer as per the terms of this Agreement:
- (a) Level II Groundwater assessment in accordance with Section 3.6 of this Agreement;
 - (b) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 of this Agreement;
 - (c) Approval of a Work Within Highway Right-of-Way Permit by N.S. Transportation and Infrastructure Renewal in accordance with Section 4.1 of this Agreement; and
 - (d) Approval by N.S. Environment of on-site sewage treatment facilities for each phase in accordance with Section 4.3 of this Agreement.

3.2.2 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer as per the terms of this Agreement:

- (a) Certification from a Landscape Architect in accordance with Subsection 3.8.6 of this Agreement indicating that the Developer has complied with landscaping required pursuant to Section 3.8 of this Agreement, or Security in accordance with Subsection 3.8.7.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) Commercial uses permitted in the MU-2 (Mixed Use 2) zone of the Land Use By-law;
- (b) Uses accessory to the foregoing uses; and
- (c) Uses permitted in the RPK (Regional Park) and PA (Protected Area) zones.

3.4 Detailed Provisions for Land Use

3.4.1 The proposed commercial buildings, as shown on the Schedules, shall comply with the following:

Phase C: 2 storeys, maximum gross floor area (GFA) of 34,000 sq. ft.,
maximum building “footprint” (ground-level GFA) of 17,000 sq. ft.

Phase D: 1 storey, maximum gross floor area of 7,500 sq. ft.

Phase E: 1 storey, maximum gross floor area of 9,600 sq. ft.

3.4.2 Notwithstanding Section 3.4.1, outdoor seating and patio areas may be permitted for any commercial use, provided there is no resultant loss of landscaping or parking spaces.

3.5 Architectural Requirements

- 3.5.1 The building's exterior design and materials shall be in conformance with Schedules C through K. Notwithstanding the Schedules, the Development Officer may permit minor modifications, such as but not limited to the number and location of doors and windows, to provide flexibility in the leasing of individual commercial spaces.
- 3.5.2 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 along long facades to provide shelter, and encourage pedestrian movement.
- 3.5.3 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate, these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.4 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).

3.6 Groundwater Assessment

- 3.6.1 Notwithstanding anything else in this Agreement, the Development Officer shall not issue a Development Permit for Phase C, D or E buildings unless the following has taken place:
 - (a) The Developer has provided a detailed Level II Groundwater Assessment;
 - (b) The detailed Level II Groundwater Assessment provides all applicable information outlined in the HRM Guidelines for Groundwater Assessment and Reporting (2006), as amended from time to time; and
 - (c) The Municipality is satisfied that the Level II Groundwater Assessment demonstrates there is adequate water quality and quantity to support the proposed development.
- 3.6.2 In the event the Municipality is unable to determine that there is adequate water quality and quantity to support the additional Phase C, D or E buildings, those buildings shall not be permitted.

3.7 Parking, Circulation and Access

- 3.7.1 Parking spaces, pedestrian circulation (walkways and crosswalks) and access shall be generally as shown on Schedule B. Crosswalks shall be well demarcated with signs and pavement markings or a differentiated surface material including, but not limited to, interlocking paving stones.
- 3.7.2 Further to Section 3.7.1, the number of overall parking spaces may be reduced by up to 15 percent below that required by the Land Use By-law for commercial uses, provided that there is a resultant increase in the amount of landscaped area or landscaping material (trees, shrubs, etc.) acceptable to the Development Officer, the details of which shall be provided on the Landscape Plan required by Section 3.8.

3.8 Landscaping

- 3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a detailed Landscape Plan which shall provide details of all landscaped areas shown on Schedule “B”. The Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section. Existing landscaped areas shall be supplemented with additional tree planting or plant material which shall be indicated on the Landscape Plan.
- 3.8.2 Planting details for each type of plant material proposed on the detailed Landscape Plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).
- 3.8.3 All plant material shall be native species and conform to the Canadian Nursery Trades Association’s Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.4 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent. All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it.
- 3.8.5 Construction Details or Manufacturer’s Specifications (including model and colour) for all tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates and guards, planter seating wall, wood arbour, patio table and chairs, outdoor garbage enclosure, railings, and fencing shall be provided to the Development Officer with the application of the Construction Permit, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building on the Lands and the character of the surrounding area.
- 3.8.6 Prior to issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Agreement.

3.8.7 Notwithstanding Subsection 3.8.6, the first Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a Landscape Architect. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within nine (9) months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Signs

3.9.1 Exterior signs shall meet the requirements of the Land Use By-law and shall be generally limited to the following:

- (a) awning signs made of fabric material above ground level windows and doors;
- (b) facial wall signs and projecting signs at the ground level;
- (c) facial wall signs on the top level of the Phase C building; and
- (d) one new ground sign on lot 4A as shown on Schedule B.

3.9.2 The existing ground sign located on lot 4R may be permitted to be replaced, provided the new sign complies with the Land Use By-law. No ground signs shall be permitted on lot 4B.

3.9.3 Notwithstanding 3.9.1 and 3.9.2, awning, facial wall and projecting signs shall be either non-illuminated or illuminated from the front (not back-lit).

3.10 Solid Waste Facilities

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 effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

3.11 Screening

Propane tanks, natural gas service hook-ups, and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from the public street. 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 Outdoor Lighting

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

3.13 Temporary Construction/Sales Structure

A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The temporary structure shall be located no less than ten (10) feet from any watercourse buffer required by the Land Use By-law and shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.14 Maintenance

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

PART 4: STREETS AND SERVICES

4.1 Off-Site Disturbance

Prior to the issuance of a Construction Permit, the Developer agrees to provide to the Development Officer a Work Within Highway Right-of-Way Permit approved by N.S. Transportation and Infrastructure Renewal. 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 N.S. Transportation and Infrastructure Renewal.

4.2 On-Site Water System

The Lands shall be serviced through a privately operated on-site water distribution system. Pursuant to Section 3.6, it is the responsibility of the Developer to ensure the presence of adequate water quantity and quality to service the development.

4.3 On-Site Sanitary System

The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality and NS Environment, a design for all private sewage disposal systems. No Development Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by NS Environment respecting the design, installation, construction of the on-site sewage disposal system.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

- 5.1.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance 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 Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Stormwater Management System

- 5.2.1 The Developer agrees to construct at its own expense the Stormwater Management System which conforms to the concept design submitted Development Officer and reviewed by the Nova Scotia Department of Transportation and Infrastructure Renewal pursuant to Section 5.1. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.

- (a) Minor expansions to the proposed Phase C, D and E buildings not exceeding ten percent of the gross floor area of the buildings permitted by Section 3.4 of this agreement;
- (b) Minor expansions to the existing Phase A and B buildings, not exceeding ten percent of the gross floor area of the buildings;
- (c) Minor Changes to the exterior architectural appearance of the buildings, detailed under Section 3.5, including materials and architectural treatments;
- (d) Changes to the landscaping requirements as detailed in Section 3.8 of this Agreement;
- (e) Changes to the signage requirements detailed under Section 3.9 of this Agreement;
- (f) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement;
- (g) The length of time for the completion of the development as identified in Section 7.4 of this Agreement; and
- (h) Subdivision of the lands not otherwise permitted by the Land Use By-law and Subdivision By-law for only RPK (Regional Park) and PA (Protected Area) zone uses.

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 four (4) 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 the issuance of a Construction Permit.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

7.4.1 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement.

7.4.2 For the purpose of this section, completion of development shall mean the issuance of the first Occupancy Permit.

7.4.3 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

7.5 Discharge of Agreement

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.

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 (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.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

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

[INSERT PROPERTY OWNER]

Per: _____

Per: _____

=====

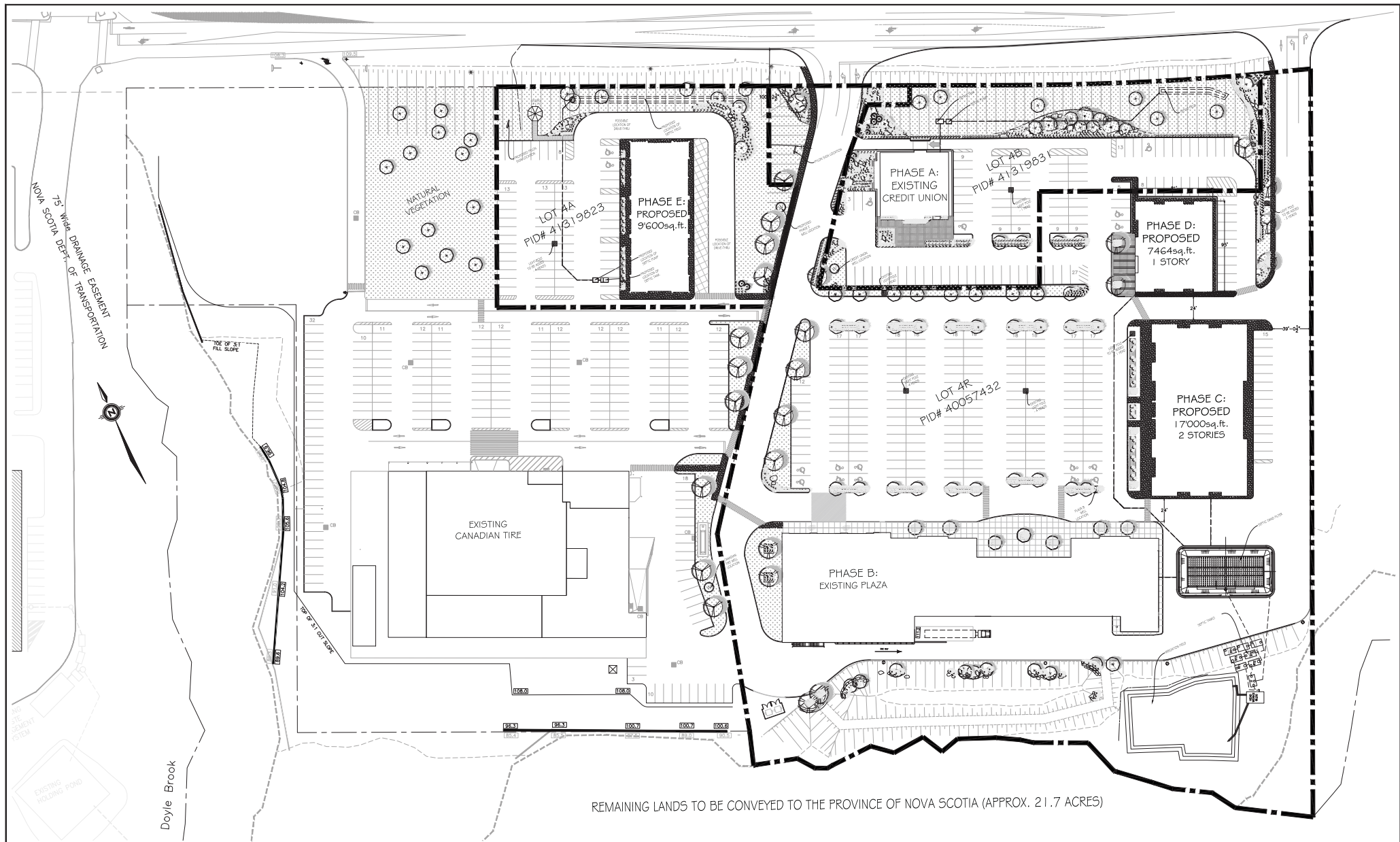
**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

Mayor

Per: _____

Municipal Clerk



REMAINING LANDS TO BE CONVEYED TO THE PROVINCE OF NOVA SCOTIA (APPROX. 21.7 ACRES)

DESIGN NOTES:
All notes and specifications related to this project are the property of WM FARES GROUP. Design must not be reproduced, copied, or used for construction purposes without the approval of the design professional in writing. The drawings must not be scaled. The contractor must check and verify all dimensions and specifications against actual project and site conditions, and report any discrepancies to the designer before proceeding with the work.
The designer (WM) will not be responsible whatsoever for any changes in design and/or construction material on site, without written consent from the designer.
The designer reserves the right to conduct periodic site reviews during the construction process to ensure conformance with the design and applicable MCCC and Municipal Bylaws and regulations.

PROJECT: "PHASE C, D & E"
ST MARGARET'S SQUARE
TANTALON, NOVA SCOTIA
CLIENT: WADH M. FARES

SCHEDULE B - CASE #16770 (SITE PLAN)

WM FARES GROUP
ARCHITECTURE • ENGINEERING • PLANNING
1000-1001
1000-1001

CONSULTANT:
CONSULTANT:
CONSULTANT:

DATE:
DATE:
DATE:

NO.	REVISIONS	DATE
1	ADDED TERRAIN THROUGHOUT SITE	JUNE 2011
2	REVISED PHASE C FOOTPRINT	AUGUST 2011
3	REVISED CONSTRUCTION MATERIALS	OCTOBER 2011
4	ADDED DRIVE AND LIGHT POLES	MARCH 2012
5	REVISED PHASE C D, E FOOTPRINT & DRIVEWAY	JUNE 2012
6	REVISED DRIVEWAY	JULY 2012

NO.	REVISIONS	DATE
1	ADDED TERRAIN THROUGHOUT SITE	JUNE 2011
2	REVISED PHASE C FOOTPRINT	AUGUST 2011
3	REVISED CONSTRUCTION MATERIALS	OCTOBER 2011
4	ADDED DRIVE AND LIGHT POLES	MARCH 2012
5	REVISED PHASE C D, E FOOTPRINT & DRIVEWAY	JUNE 2012
6	REVISED DRIVEWAY	JULY 2012

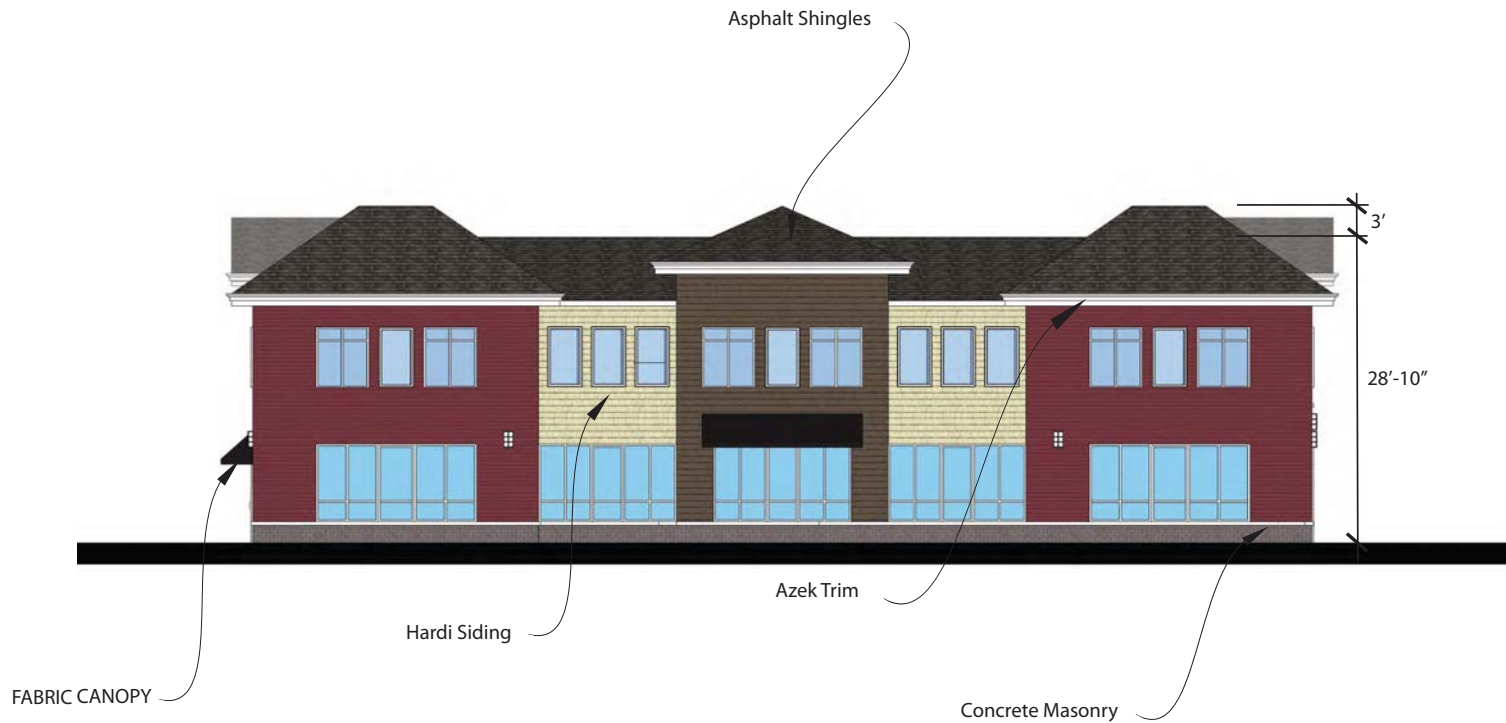
SCALE: 1" = 50'	DATE: NOVEMBER 2012
DRAWN: STAFF	DATE FOR: DEVELOPMENT PERMIT
CHECKED: R.M.	DEEP NO.
PROJECT NO: 2010-19	SDP

Schedule C - Case #16770
(West Elevation - Phase C Building)



<p>DESIGN NOTES</p> <p>All prints and specifications related to this project are the property of WMFARES GROUP. Design must not be reproduced, copied or used for any other purpose without the approval of the design Professional in writing. This drawing must not be scaled. The contractor must check and verify all dimensions and specifications against actual project and site conditions, and report any discrepancies to the designer before proceeding with the work.</p> <p>The designer (s) will not be responsible whatsoever for any changes in design and/or construction materials on site, without his/her written consent from the designer.</p> <p>The designer reserves the right to conduct periodic site reviews during the construction process to ensure conformance with the design and applicable NBC and Municipal Bylaws and regulations.</p>	<p>PROJECT: "PHASE C"</p> <p>ST. MARGARET'S SQUARE</p> <p>TANTALLON, NOVA SCOTIA</p>	<p>CONSULTANT:</p> <p>WMFARES GROUP</p> <p>ARCHITECTS ENGINEERS PLANNERS</p> <p>400 Portland Drive Suite 205, Halifax Nova Scotia, Canada B3S 1P4</p> <p>tel: (902) 457-4676 fax: (902) 457-6666</p> <p>www.wmfares.com</p>	<p>CONSULTANT:</p>	<p>STAMP:</p>	<table><tr><th>NO.</th><th>REVISION</th><th>DATE</th><th>SHEET TITLE</th></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr><tr><td> </td><td> </td><td> </td><td> </td></tr></table>	NO.	REVISION	DATE	SHEET TITLE																																					<p>SCALE: NTS</p> <p>DRAWN: SP</p> <p>CHK: RM</p> <p>PROJECT NO: 2010-16</p>	<p>DATE: AUGUST 2021</p> <p>ISSUE FOR: 002E FIB</p> <p>SHEET NO: 1</p>
	NO.	REVISION	DATE	SHEET TITLE																																											

Schedule D - Case #16770
(North/South Elevations - Phase C Building)



DESIGN NOTES:
All plans and specifications related to this project are the property of WM FARES GROUP. Design must not be reproduced, copied, or used, for construction purposes without the approval of the design Professional in writing. This drawing must not be scaled. The contractor must check and verify all dimensions and specifications against actual project and site conditions, and report any discrepancies to the designer before proceeding with the work.
The designer (s) will not be responsible whatsoever for any changes in design and/or construction materials in site, without the prior written consent from the designer.
The designer reserves the right to conduct periodic site reviews during the construction process to ensure conformance with the design and applicable NBCC and Municipal Bylaws and regulations.

PROJECT:
"PHASE C"
ST. MARGARET'S SQUARE
TANTALLON, NOVA SCOTIA

CLIENT:
WADH W FARES

CONSULTANT:
WM FARES
GROUP
ARCHITECTS | ENGINEERS | PLANNERS
480 Parkland Drive
Suite 202, Halifax
Nova Scotia, Canada
B3B 0P9
Tel: (902) 457-6676
Fax: (902) 457-6686
www.wmfares.com

CONSULTANT:

STAMP:

NO.	REVISION	DATE

SHEET TITLE:
NORTH
ELEVATION

SCALE: NTS	DATE: AUGUST 2011
DRAWN: SIP	ISSUE FOR:
CHECKED: FM	SHEET NO.: A3
PROJECT NO.: 2010-16	

Schedule E - Case #16770
(East Elevation - Phase C Building)



DESIGN NOTES:
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The designer (s) will not be responsible whatsoever for any changes in design and/or construction materials on site, without his/her written consent from the designer.

The designer reserves the right to conduct periodic site reviews during the construction process to ensure conformance with the design and applicable NBCC and Minnesota Rules and regulations.

PROJECT: "PHASE C"
ST. MARGARET'S SQUARE
TANTALLON, NOVA SCOTIA

CLIENT: WAQIH M FARES

CONSULTANT:

WM FARES
GROUP

ARCHITECTS | ENGINEERS | PLANNERS

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Suite 205, Halifax
Nova Scotia, Canada
B3S 1P9

Tel: (902) 457-6676
Fax: (902) 457-6686
www.wmfares.com

CONSULTANT:	
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	SHEET TITLE:
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EAST
ELEVATION

SCALE: NTS	DATE: AUGUST 2011
DRAWN: SP	ISSUE FOR:
CHECKED: RM	SHEET NO. A2
PROJECT NO. 2010-16	

Schedule F - Case #16770
(West Elevation - Phase D Building)



DESIGN NOTES:
All prints and specifications related to this project are the property of WMFARES GROUP. Design must not be reproduced, copied, or used for construction purposes without the approval of the design Professional in writing. This drawing must not be sealed. The contractor must check and verify all dimensions and specifications against actual project and site conditions, and report any discrepancies to the designer before proceeding with the work.

The designer (s) will not be responsible whatsoever for any changes in design and/or construction materials on site, without his/her written consent from the designer.

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PROJECT: "PHASE D"
ST MARGARET'S SQUARE
TANTALLON, NOVA SCOTIA

CLIENTE: WADIH M FARES

CONSULTANT:

WM FARES
GROUP

480 Portland Drive
Suite 205, Halifax
Nova Scotia, Canada
B3S 1P9

Tel: (902) 457-6676
Fax: (902) 457-4686
www.wmfares.com

CONSULTANT:	
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STAMP:

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	SHEET TITLE:
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west
ELEVATION

SCALE: NTS	DATE: AUGUST 2010
DRAWN: DC	ISSUE FOR:
CHECKED: RM	SHEET NO. A1
PROJECT NO. 2010-17	

Schedule G - Case #16770
(North/South Elevations - Phase D Building)



DESIGN NOTES:
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PROJECT: "PHASE D"
ST MARGARET'S SQUARE
TANTALLON, NOVA SCOTIA
CLIENT: WADIH M. FARES

CONSULTANT:
WM FARES
GROUP
ARCHITECTS | ENGINEERS | PLANNERS
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Suite 205, Halifax
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Fax: (902) 457-6686
www.wmfares.com

CONSULTANT:

STAMP:

NO.	REVISION	DATE

SHEET TITLE:

North/South
Elevation

SCALE: NTS	DATE: AUGUST 2010
DRAWN: DC	ISSUE FOR:
CHECKED: RM	SHEET NO. A3
PROJECT NO. 2010-17	

Schedule H - Case #16770
(East Elevation - Phase D Building)



DESIGN NOTES
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PROJECT: "PHASE D"
ST MARGARET'S SQUARE
TANTALLON, NOVA SCOTIA
CLIENT: WADIH M. FARES

CONSULTANT: WMFARES GROUP
ARCHITECTS | ENGINEERS | PLANNERS
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Nova Scotia, Canada
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Tel: (902) 457-6976
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www.wmfares.com

CONSULTANT:

STAMP:

NO.	REVISION	DATE

SHEET TITLE: East Elevation

SCALE: NTS	DATE: AUGUST 2010
DRAWN: DC	ISSUE FOR:
CHECKED: RM	SHEET NO. A2
PROJECT NO. 2010-17	

Schedule I - Case #16770
(West Elevation - Phase E Building)



DESIGN NOTES:
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PROJECT: "PHASE E"
ST MARGARET'S SQUARE
TANTALLON, NOVA SCOTIA

CLIENTE: WADIH M FARES

CONSULTANT:

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GROUP

480 Portland Drive
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Nova Scotia, Canada
B3S 1P9

Tel: (902) 457-6676
Fax: (902) 457-4686
www.wmfares.com

CONSULTANT:	
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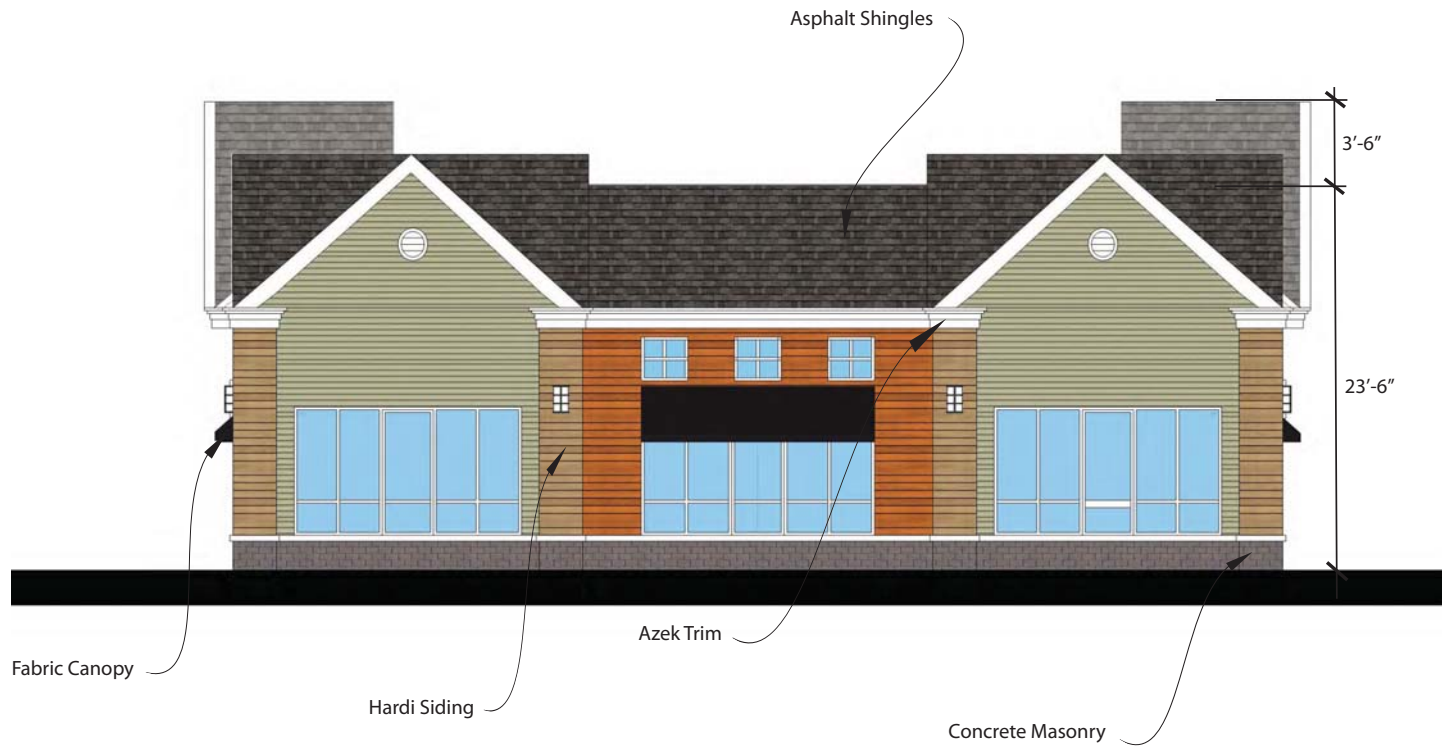
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WEST
ELEVATION

SCALE: NTS	DATE: AUGUST 2010
DRAWN: DC	ISSUE FOR:
CHECKED: RM	SHEET NO. A1
PROJECT NO. 2010-18	

Schedule J - Case #16770
(North/South Elevation - Phase E Building)



DESIGN NOTES:
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PROJECT: "PHASE E"
ST MARGARET'S SQUARE
TANTALLON, NOVA SCOTIA
CLIENT: WADIH M. FARES

CONSULTANT:
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Fax: (902) 457-6686
www.wmfares.com

CONSULTANT:

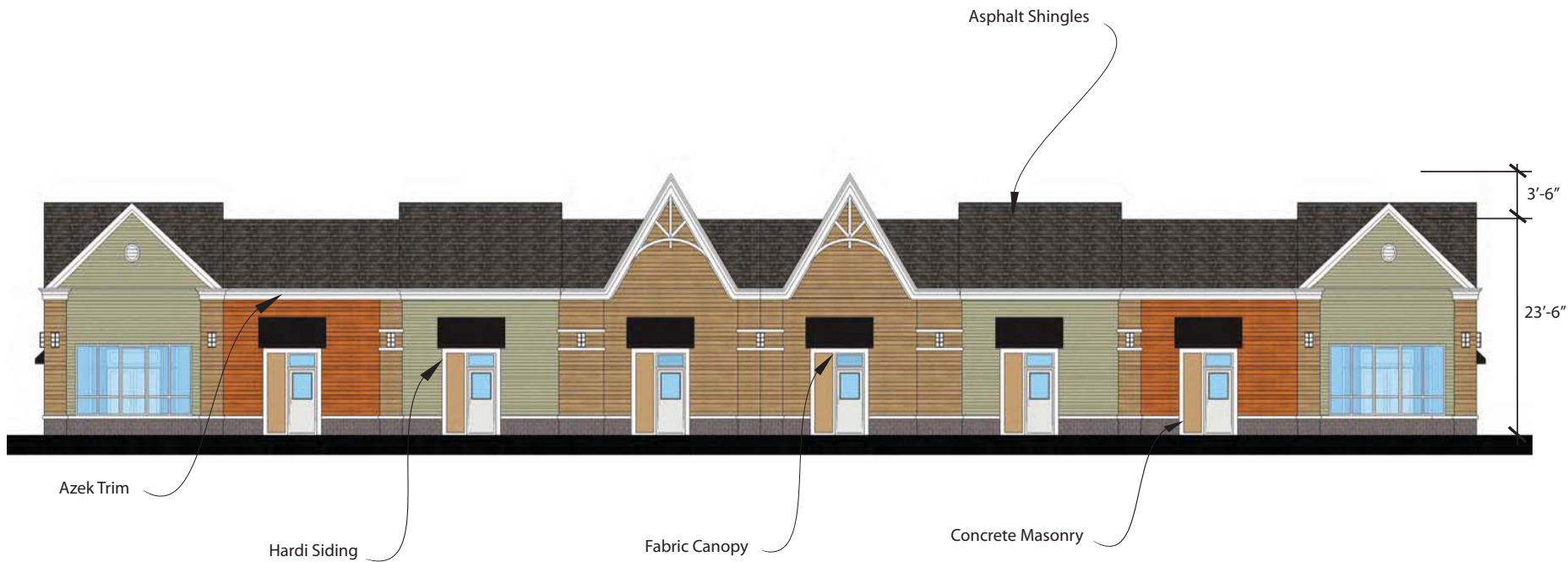
STAMP:

NO.	REVISION	DATE

SHEET TITLE:
NORTH
ELEVATION

SCALE: NTS	DATE: AUGUST 2010
DRAWN: DC	ISSUE FOR:
CHECKED: RM	SHEET NO. A3
PROJECT NO. 2010-18	

Schedule K - Case #16770
(East Elevation - Phase E Building)



DESIGN NOTES:
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PROJECT: "PHASE E"
ST MARGARET'S SQUARE
TANTALLON, NOVA SCOTIA
CLIENT: WADIH M. FARES

CONSULTANT: WMFARES GROUP
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Fax: (902) 457-6966
www.wmfares.com

CONSULTANT:

STAMP:

NO.	REVISION	DATE

SHEET TITLE:
EAST
ELEVATION

SCALE: NTS	DATE: AUGUST 2010
DRAWN: DC	ISSUE FOR:
CHECKED: RM	SHEET NO. A2
PROJECT NO. 2010-18	