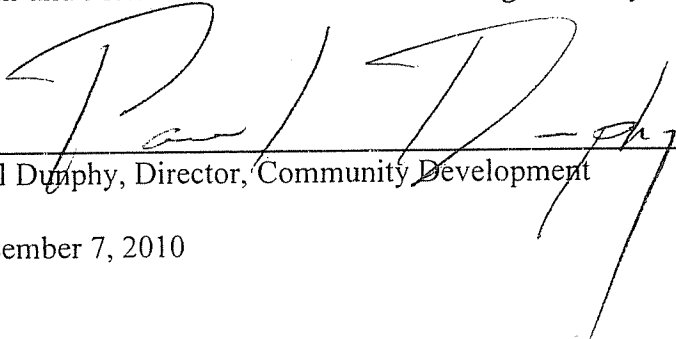


North West Planning Advisory Committee
January 5, 2011

TO: Chair and Members of North West Planning Advisory Committee

SUBMITTED BY:


Paul Dunphy, Director, Community Development

DATE: December 7, 2010

SUBJECT: Case 16622 - Discharge of Development Agreement on Sackville Drive, Sackville

ORIGIN

Application by Realco Management Limited to discharge the Development Agreement for Lot RL located along the south side of Sackville Drive between Jubilee Land and Lucasville Road (PID # 40109308).

RECOMMENDATION

It is recommended that the North West Planning Advisory Committee recommend that North West Community Council:

1. Approve the discharge of the existing development agreement of June 19, 2006, between Realco Management Limited and the Halifax Regional Municipality as outlined in the discharging agreement appended as Attachment A.
2. Require the discharging agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later, otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

On June 19, 2006, North West Community Council entered into a development agreement with Realco Management Limited to permit the construction of four commercial buildings with limited Community Commercial (C-2) uses on the subject property. To date, the permitted development has not been constructed.

Location/Designation/Zoning

The subject property (Lot RL / PID #40109308) is:

- located along the south side of Sackville Drive, between Jubilee Land and Lucasville Road (Maps 1 and 2);
- designated Urban Residential (UR) under the Sackville Municipal Planning Strategy (MPS) (Map 1);
- zoned R-6 (Rural Residential) Zone under the Sackville Land Use By-law (LUB) (Map 2);
- 13,433.8 m² (144,605 square feet) in size with approximately 205m (675 feet) of road frontage; and
- shrubs and small areas of tree cover, and vacant.

DISCUSSION

Realco Management Limited, the current property owner, has indicated that due to a change in the business environment and the cost to prepare the site the proposed commercial development is no longer economically feasible. Discharging the development agreement on the subject property does not create conflict with the MPS. By discharging the development agreement, the property will continue to be regulated by the underlying R-6 Zone. Realco Management Limited intends to establish single unit lots on the property for residential use, which is permitted under the R-6 Zone uses. The discharge of the agreement is necessary because the existing agreement does not enable the uses permitted by the applied R-6 zone.

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 approved 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 information sharing, achieved through the HRM Website and responses to inquiries. A public information meeting is not required to discharge a development agreement nor is a public hearing. The decision to discharge a development agreement is made by resolution of Council.

The proposed discharge will potentially impact the following stakeholders: local residents, and property owners.

ALTERNATIVES

1. Council could choose to enter into a discharging agreement and allow the lands to revert back to the R-6 (Rural Residential) Zone. This is the recommended alternative.
2. Council could choose not to discharge the existing development agreement. Therefore, development on the property would remain subject to the conditions of the Development Agreement.

ATTACHMENTS

Map 1	Generalized Future Land Use Map
Map 2	Zoning Map
Attachment A	Discharging Agreement

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 : Jacqueline Belisle, Planner I, Community Development, 869-4262



Report Approved by: Austin French, Manager of Planning Services, 490-6717

ATTACHMENT A

THIS DISCHARGING AGREEMENT made this day of [Insert Month], 2011,

BETWEEN:

(INSERT REGISTERD OWNER NAME)
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 entered into a development agreement with Halifax Regional Municipality, June 19, 2006, to allow for the construction of four commercial buildings with limited community commercial (C-2) uses at Lot RL Sackville Drive located along the south side of Sackville Drive, between Jubilee Land and Lucasville Road, Sackville, and which agreement was recorded at the Land Registry on June 23, 2006 in Halifax as Document #85427681 (hereinafter called the "Agreement");

AND WHEREAS the Developer has requested that the Agreement be discharged from Lot RL.

AND WHEREAS in accordance with the requirements of the Halifax Regional Municipality Charter, the North West Community Council approved this request at a meeting held on , 2011, referenced as Municipal Case Number #16622;

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

1. The Agreement is hereby discharged 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 Sackville Land Use By-law, as amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, 2011.

SIGNED, SEALED AND DELIVERED
in the presence of:

(Insert Registered Owner Name)

Per: _____

Per: _____

=====

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

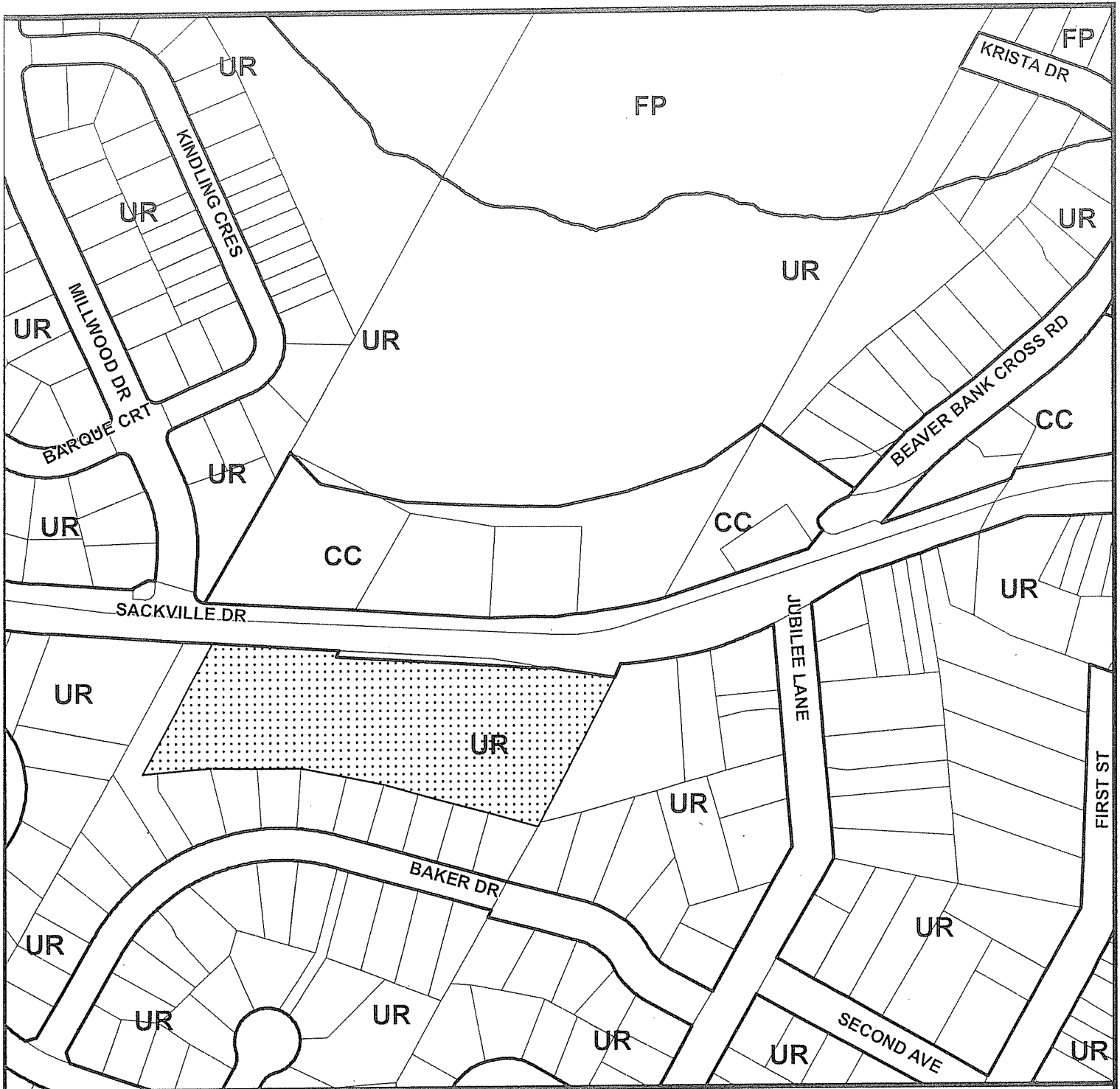
**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

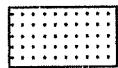
Mayor

Per: _____

Municipal Clerk



Map 1
Generalized Future Land Use

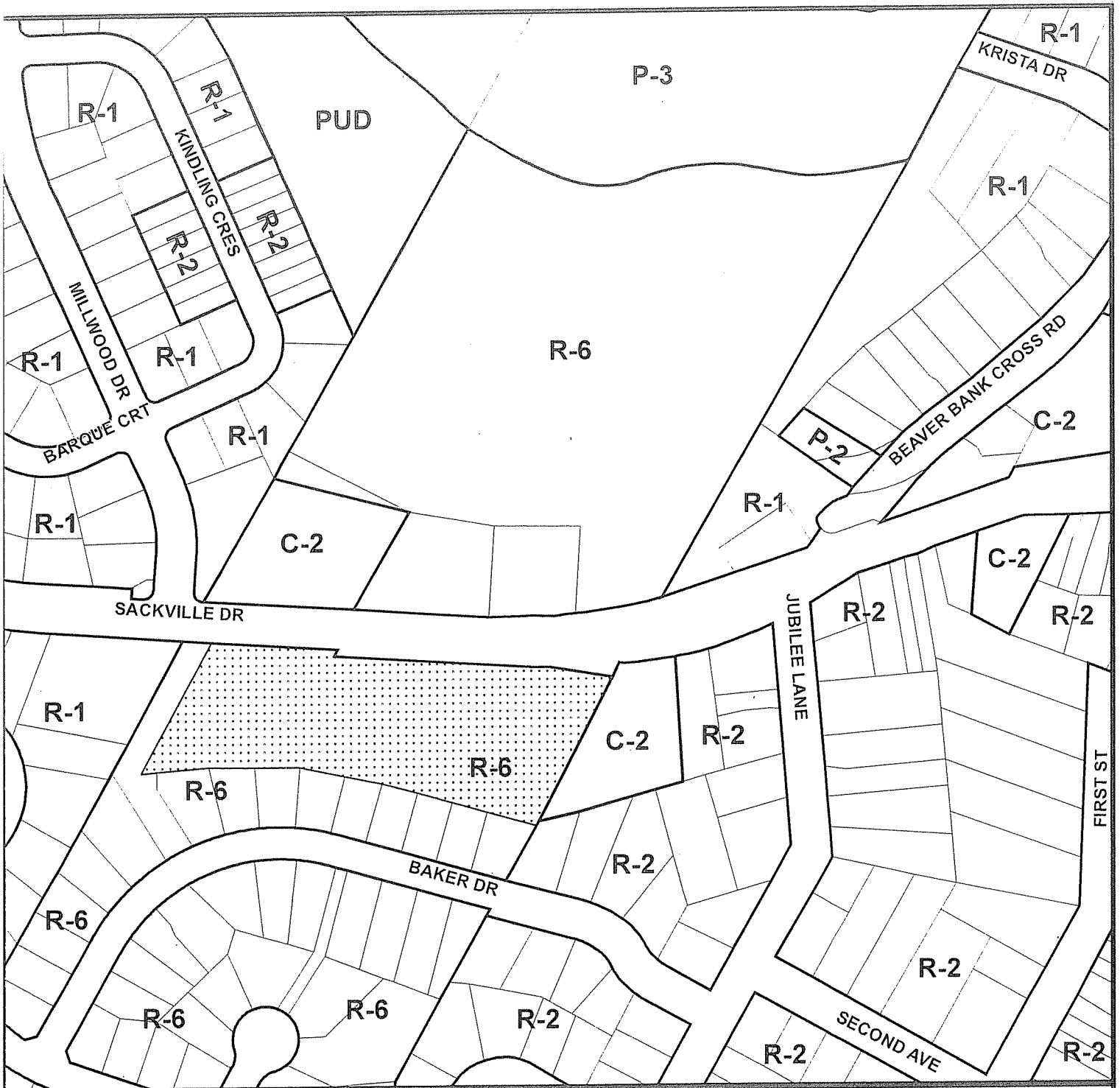


Subject Property

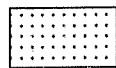


- UR Urban Residential Designation
- CC Community Commercial Designation
- FP Floodplain Designation





**Map 2
Zoning**



Subject Property



- R-1 Single Unit Dwelling Zone
- R-2 Two Unit Dwelling Zone
- R-6 Rural Residential Zone
- C-2 Community Commercial Zone
- P-2 Community Facility Zone
- P-3 Floodplain Zone
- PUD Planned Unit Development

