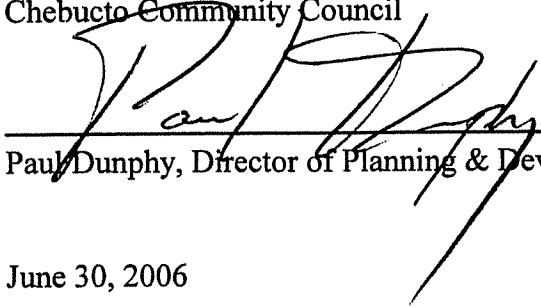


Chebucto Community Council
August 1, 2006

TO: Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Planning & Development Services

DATE: June 30, 2006

SUBJECT: **Case 00917: Amendment to Stage II Development Agreement - 362
Lacewood Drive, Halifax**

ORIGIN

Application by 2049297 Ontario Inc. to amend the Stage II development agreement for Clayton Park West, Phase 4, to allow for an automobile rental use at 362 Lacewood Drive, Halifax.

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Approve the amending Stage II development agreement, presented as Attachment "A" to this report, to allow for an automobile rental use at 362 Lacewood Drive, Halifax;
2. Require that the development agreement be signed within 120 days, or any extension thereof granted by the Community Council on request of the applicant, from the date of final approval by Community Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

In December of 1999, a Stage I development agreement was approved by Chebucto Community Council for mixed commercial/residential development on lands on both sides of Lacewood Drive to the east of the Bicentennial Drive interchange, which included the subject property, referred to as Lot BC-8. In January of 2000, Chebucto Community Council approved a Stage II development agreement to allow for the construction of commercial buildings on lots BC-4, BC-5, BC-7 and BC-8, in the southeast quadrant of the intersection.

- Lot BC-7 currently contains the Home Depot store. The total allowable floor area of all buildings on the remaining lots BC-4, BC-5 and BC-8 was limited to 50,000 square feet.
- A Swiss Chalet restaurant with a floor area of approximately 6,500 square feet was constructed on Lot BC-5.
- Lot BC-8 contains two buildings, the Lacewood Square retail/office building with approximately 35,700 square feet and the Bank of Montreal building with approximately 5,100 square feet.
- Lot BC-4 is currently vacant. The building proposed for it will have a floor area of approximately 2,700 square feet.

In September of 2000, Chebucto Community Council amended the Stage II development agreement to permit additional signage on the Home Depot building. In July and September of 2001, Chebucto Community Council approved amendments to the development agreements to allow the Swiss Chalet restaurant to include a lounge as a minor component, occupying less than 50 percent of the seating area of the building, along with a seasonal outdoor patio. Chebucto Community Council further amended the Stage II development agreement in April of 2004 to allow the seasonal exterior patio at Swiss Chalet to be enclosed for year-round use. The amending development agreement also increased the total allowable floor area for lots BC-4, BC-5 and BC-8.

The Proposal:

An application to amend the Stage II development agreement for lot BC-8 has been submitted by the property owner to allow for the establishment of an automobile rental agency. The proposed rental agency will not increase the maximum allowable floor area on lot BC-8, but will necessitate five parking spaces for the rental vehicles. The proponent is proposing that these parking spaces be located along the western boundary line facing Home Depot, away from the main building located on lot BC-8.

Zoning and Enabling Policy:

The subject lands are zoned Schedule "K" in the Mainland Halifax Land Use By-law. Development under Schedule "K" requires a two stage approval by Council. The first stage involves Council approval of a concept (Stage I) plan and development agreement and a public hearing is required. The second stage requires more detailed plans and development agreements for individual phases

of the development. Stage II development agreements are to be consistent with the Stage I agreement. Council approval is required for Stage II agreements but a public hearing is not required.

DISCUSSION

Staff advises that the proposed amendments to the Stage II development agreement for Parcel BC-8 are consistent with the approved Stage I development agreement for Clayton Park West, Phase 4. The automobile rental agency will only use a small portion of the existing building. Five parking spaces necessary to service the rental agency will be appropriated from the current on-site parking offering. Furthermore, this development will not have an impact on the overall traffic / pedestrian circulation on the site. As such, it is recommended that Chebucto Community Council approve the proposed amendments to the Stage II agreement.

BUDGET IMPLICATIONS

There are no budget implications.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Approve the attached amending development agreement. This is the recommended alternative.
2. Council may choose to propose modifications to the amending development agreement. Such modifications may require further negotiations with the developer. This alternative is not recommended for the reasons described above.
3. Council may refuse to enter into the amending development agreement. In accordance with the Schedule "K" requirements of the Land Use By-law, the Community Council would be required to "notify the applicant of the objectionable features of the final plan". This alternative is not recommended as staff advises the proposed development agreement satisfactorily complies with the Stage I development agreement.

ATTACHMENTS

Map 1	Location and Zoning
Attachment "A"	Draft Amending Development Agreement

A copy of this report and information on its status can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Luc Ouellet, Planner I, 490-3689

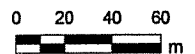


Map 1 - Location and Zoning

362 Lacewood Drive
Halifax

 Subject property

HALIFAX
REGIONAL MUNICIPALITY
PLANNING AND
DEVELOPMENT SERVICES



Zone

Halifax Mainland
Land Use By-Law Area

I-1 General Industrial
K Schedule K

This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Mainland Land Use By-Law area.

HRM does not guarantee the accuracy of any representation on this plan.

on lot BC-5, which said agreement is recorded at the Registry of Deeds at Halifax in Book 7716 at Pages 955-958 (hereinafter called the "Third Amending Agreement").

AND WHEREAS the Developer is now the registered owner of certain lands located at 362 Lacewood Drive (lot BC-8; PID 40884090), Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer wishes to further amend the Stage II development agreement to allow for an automobile rental use at 362 Lacewood Drive (lot BC-8; PID 40884090), Halifax (hereinafter called the "Fourth Amending Agreement");

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality approved this request at a meeting held on _____, 2006, referenced as Municipal Case Number 00917;

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

1. The Existing Stage II Agreement shall be amended by adding the following Sections:

"2.2.4 - Notwithstanding Section 2.2.2(a), an automobile rental use may be permitted on lot BC-8."

"2.2.5 - An automobile rental use permitted under Section 2.2.4 shall be allowed a maximum of five (5) rental vehicles, at any given time, on lot BC-8."

"2.4.1.1 - The parking of rental vehicles related to an automobile rental use permitted under Section 2.2.4 shall only occur along the west boundary line facing Home Depot, away from the main building located on lot BC-8."
2. All other terms and conditions of the Existing Agreement and the First Amending Agreement, the Second Amending Agreement and the Third Amending Agreement shall remain in full force and effect.
3. This Fourth Amending Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this amending agreement until it is discharged by the Council.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2006.

SIGNED, SEALED AND DELIVERED)
in the presence of)

2049297 ONTARIO INC.

_____)

) Per: _____)

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