

HALIFAX

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Item No. 14.1.6
Halifax Regional Council
September 11, 2018

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed by 

SUBMITTED BY: _____
Jacques Dubé, Chief Administrative Officer

DATE: July 16, 2018

SUBJECT: **Case 21812: MPS Amendment to Enable Non-Substantive Amendments to the Existing Development Agreement for St. Margaret's Square (PID's 41410010, and 40897118), Upper Tantallon**

ORIGIN

An application by WSP Canada Inc. (WSP), on behalf of PRO Real Estate Investment Trust (PRO REIT).

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development

RECOMMENDATION

It is recommended that Regional Council direct staff to:

1. Initiate a process to consider amendments to the Planning Districts 1 & 3 (St. Margaret's Bay) Municipal Planning Strategy pertaining to the development lands commonly known as 'St. Margaret's Square', to enable the consideration of non-substantive development agreement amendments in accordance with the policies in effect at the time the development agreement was approved; and
2. Follow the public participation program outlined in the Community Engagement section of this report.

BACKGROUND

WSP Canada Inc. (WSP), on behalf of PRO Real Estate Investment Trust (PRO REIT), has applied to undertake non-substantive amendments to the existing development agreement for St. Margaret's Square (PID 41410010) in Upper Tantallon. The proposed non-substantive amendments cannot be considered under existing policies and, therefore, the applicant is seeking amendments to the Planning Districts 1 & 3 (St. Margaret's Bay) Municipal Planning Strategy (MPS) to enable the proposal.

Subject Site	St. Margaret's Square (PID 41410010)
Location	South-east of the St. Margaret's Bay Road / Hammonds Plains Road Intersection
Regional Plan Designation	Rural Commuter
Community Plan Designation (Map 1)	Tantallon Crossroads Coastal Village Designation
Zoning (Map 2)	VC (Village Centre) Zone
Size of Site	5.06 hectares (12.5 acres)
Street Frontage	259.1m (850.06ft)
Current Land Use(s)	Three multi-tenant commercial buildings. Phase C site is currently undeveloped.
Surrounding Use(s)	The surrounding area is comprised of residential uses, commercial uses, and undeveloped lots: <ul style="list-style-type: none">• North: St. Margaret's Bay Trail & residential uses (VG & VR Zone);• East: Undeveloped lot & Emergency Health Services building (VC Zone);• South: Undeveloped NS Department of Natural Resources lot (VC Zone); and• West: Multi-tenant (i.e., Canadian Tire & Mark's) commercial building (VC Zone).

Existing Development Agreement

The subject site is regulated by a development agreement (Attachment A) that was approved by Western Regional Community Council on July 23, 2012. The existing development agreement permits a five-building commercial development; three buildings have been constructed, while Phase C and D remain undeveloped. The development agreement describes Phase C as a two storey building with a maximum gross floor area of 34,000 sq.ft and maximum building footprint of 17,000 sq.ft.

Section 6.1 of the development agreement outlines eight items considered by both parties to be non-substantive amendments. These include:

- 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;
- c) Minor changes to the exterior architectural appearance of buildings, detailed under Section 3.5, including materials and architectural treatments;
- d) Changes to the landscaping requirements detailed under Section 3.8 of this Agreement; and
- e) Changes to the signage requirements detailed under Section 3.9 of this Agreement.

Proposal Details

Pursuant to Section 6.1 of the existing development agreement, the applicant has applied to undertake non-substantive amendments (Attachments B & C). Specifically, the applicant proposes to modify the Phase C building as follows:

- Replace the second storey with a mezzanine, and reduce the building height from 2 to 1.5 storeys;

- Increase the building footprint from 17,000 sq.ft to 18,700 sq.ft;
- Reduce the gross floor area from 34,000 sq.ft to 19,825 sq.ft; and
- Alter the building's exterior architectural appearance.

The applicant's proposal also includes the following components:

- Landscaping modifications to Phase C and D;
- Revised fascial wall signage;
- A new double-tenant pylon sign to replace the existing Tim Horton's pylon sign;
- A new single-tenant pylon sign near the east driveway; and
- Temporary parking spaces on the Phase D site until the building is constructed.

MPS and LUB Context

St. Margaret's Square is regulated by the Planning Districts 1 & 3 (St. Margaret's Bay) Municipal Planning Strategy (MPS). In 2012, the subject site was located in the Mixed Use B Designation and, as such, MPS Policy MU-16(A) enabled Council to consider new commercial developments or expansions resulting in a gross floor area in excess of 697 square metres (7,500 square feet) by development agreement (Attachment D). It is this policy under which the original development agreement was approved.

Subsequent to the approval of the development agreement, the Municipal Planning Strategy was amended and the Tantallon Crossroads Coastal Village Designation was applied to the subject site in 2014. Policy CV-7 enables Council to consider development agreements or amendments to existing development agreements within this designation, if key criteria are met (Attachment E).

Given the adoption of new policy applicable to the subject property, amendments to the development agreement (both substantive and non-substantive) must satisfy any relevant conditions of the pre-existing development agreement as well as the newly adopted MPS policy. The applicant has proposed non-substantive amendments that do not adhere to Policy CV-7 which sets out the requirements of the Village Centre Zone. Those requirements include limitations on building footprint size (6000 sq. ft.) and a prohibition on parking between the building and the street. The current proposal includes front yard parking and an increase in building footprint to 18,700 sq. ft.

DISCUSSION

The MPS is a strategic policy document that sets out the goals, objectives and direction for long term growth and development in the Municipality. While the MPS provides broad direction, Regional Council may consider MPS amendment requests to enable proposed development that is inconsistent with its policies. Amendments to an MPS are significant undertakings and Council is under no obligation to consider such requests. Amendments should be only considered within the broader planning context and when there is reason to believe that there has been a change to the circumstances since the MPS was adopted, or last reviewed.

Applicant Rationale

The applicant has provided the following rationale in support of the proposed amendment:

- The development agreement's non-substantive clauses were reviewed at a public hearing and approved by HRM staff and Council;
- The applicant anticipated that the non-substantive clauses could be considered without the need for an amendment to the MPS or an additional public hearing;
- The existing policies have placed PRO REIT in a unique and unintended situation; and

- Other Municipal Planning Strategies – such as the Halifax MPS and Downtown Halifax Secondary MPS – have policies enabling non-substantive amendments to be considered in accordance with the policies that were in effect at the time of approval.

Attachment B contains the applicant's application rationale letter.

Review

Staff have reviewed the submitted rationale in the context of site circumstances and surrounding land uses. Staff advise that there is merit to the request. The adoption of the Tantallon Crossroads Coastal Village Designation in 2014 significantly altered the development vision for the community and subject property, including a significant reduction in maximum building footprints. Notwithstanding this shift in policy, it was broadly understood at the time that the subject lot would be developed to completion in accordance with the existing development agreement. While Policy CV-7 permits amendments, it is an obstacle to completion in this situation. An amended building would be subject to as-of-right provisions of the Land Use By-law, which differ from the comprehensive development illustrated in the existing development agreement. Further, while the applicant's proposal increases Phase C's building footprint, the gross floor area would be reduced.

With these factors in mind, staff believe it is reasonable to allow the consideration of non-substantive amendments in accordance with the policies in effect at the time a development agreement was approved and substantive amendments as per Policy CV-7.

A full review would consider the following:

- The scope and appropriateness of different planning tools, such as zoning, development agreements or site plan approvals;
- The feedback received through community engagement initiatives;
- Development Services' review of the proposal;
- The proposal's alignment with the conditions of the existing development agreement; and
- The proposal's adherence with MPS policy in effect at the time the agreement was approved.

Conclusion

Staff have reviewed the proposed MPS amendment and advise that there is merit to the request and recommend that Regional Council initiate the MPS amendment application process.

COMMUNITY ENGAGEMENT

Should Regional Council choose to initiate the MPS amendment process, the HRM Charter requires that Regional Council approve a public participation program. Rather than proceeding with the February 1997 Public Participation resolution, given the minimal impact and localized nature of this requested amendment staff propose that the level of community engagement be achieved through the HRM website, signage on the subject lot, letters mailed to property owners within the notification area, and consultation with the North West Planning Advisory Committee (NWPAC) early in the review process. The proposed amendments would still limit the scope of change in the development agreement to components deemed non-substantive within the previously completed public consultation on the site as well as by Council in their approval of the agreement.

Amendments to the Planning Districts 1 & 3 (St. Margaret's Bay) Plan Area will potentially impact the following stakeholders: residents, property owners, community or neighbourhood organizations, nearby business owners, and other HRM business units.

FINANCIAL IMPLICATIONS

The HRM costs associated with processing this planning application can be accommodated within the approved 2018-2019 operating budget for C310 Urban and Rural Planning Applications.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application involves proposed MPS amendments. Such amendments are at the discretion of Regional Council and are not subject to appeal to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed amendments are contained within the Discussion section of this report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications are identified at this time.

ALTERNATIVES

1. Regional Council may choose to initiate the consideration of potential policy that would differ from those outlined in this report. This may require a supplementary report from staff.
2. Regional Council may choose not to initiate the MPS amendment process. A decision of Council not to initiate a process to consider amending the Planning Districts 1 & 3 (St. Margaret's Bay) Municipal Planning Strategy is not appealable to the NS Utility and Review Board as per Section 262 of the HRM Charter.

ATTACHMENTS

Map 1:	Generalized Future Land Use
Map 2:	Zoning and Notification Area
Attachment A:	Existing Development Agreement
Attachment B:	Application Rationale Letter (Redacted)
Attachment C:	Proposed Building Elevations
Attachment D:	Excerpts from the Planning Districts 1 & 3 MPS (2012)
Attachment E:	Excerpts from the Planning Districts 1 & 3 MPS and LUB (2018)

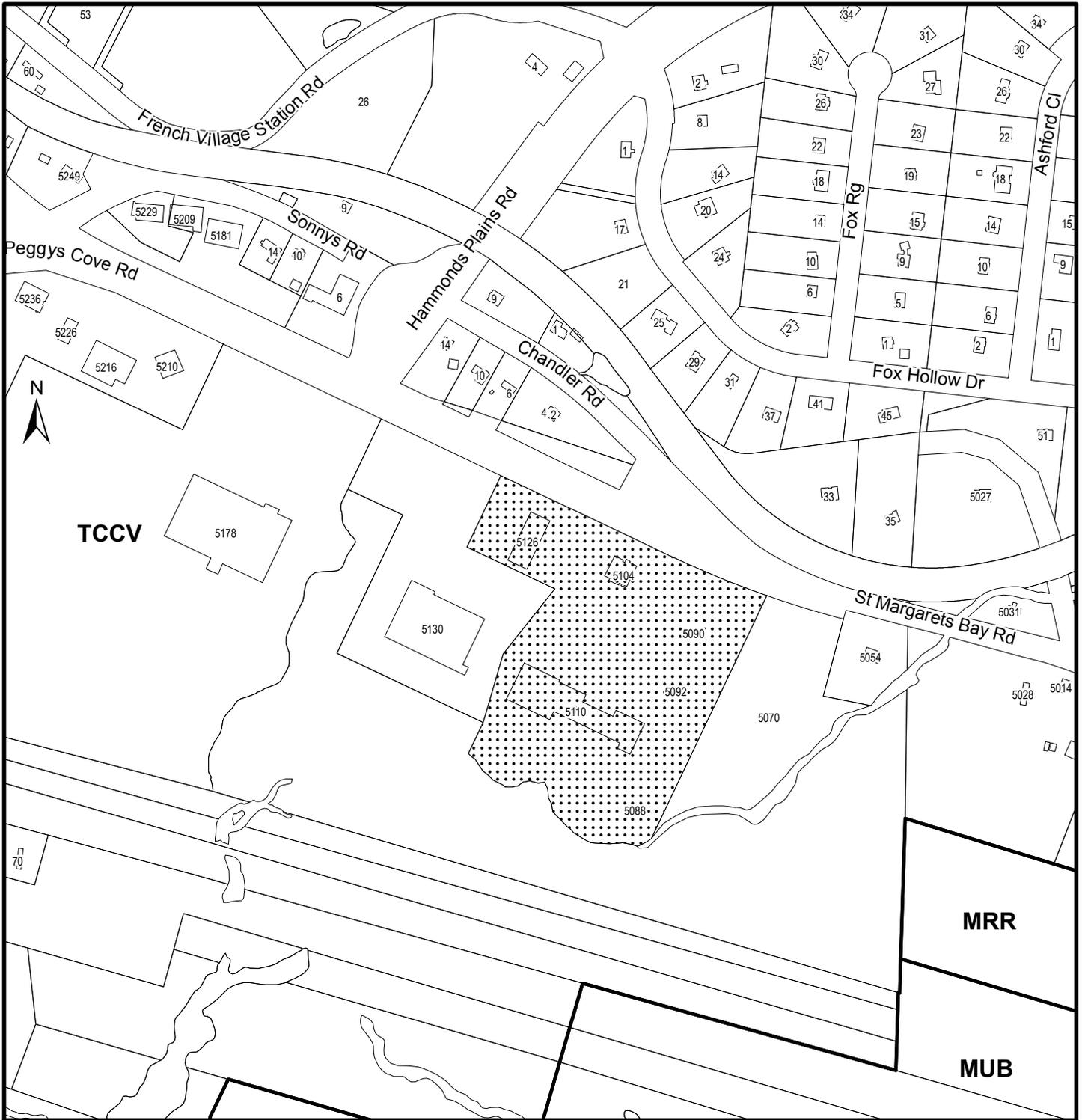
A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Jesse Morton, Planner II, 902.490.4844

Report Approved by: Original Signed
Steven Higgins, Manager, Current Planning, 902.490.4382

Financial Approval by: Original Signed
Jerry Blackwood, Acting Director of Finance and Asset Management/CFO, 902.490.6308

Report Approved by: Original Signed
Peter Duncan, Acting Director of Planning and Development, 902.490.4800



Map 1 - Generalized Future Land Use

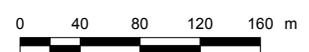
St. Margaret's Square
Upper Tantallon



Subject Property

Designation

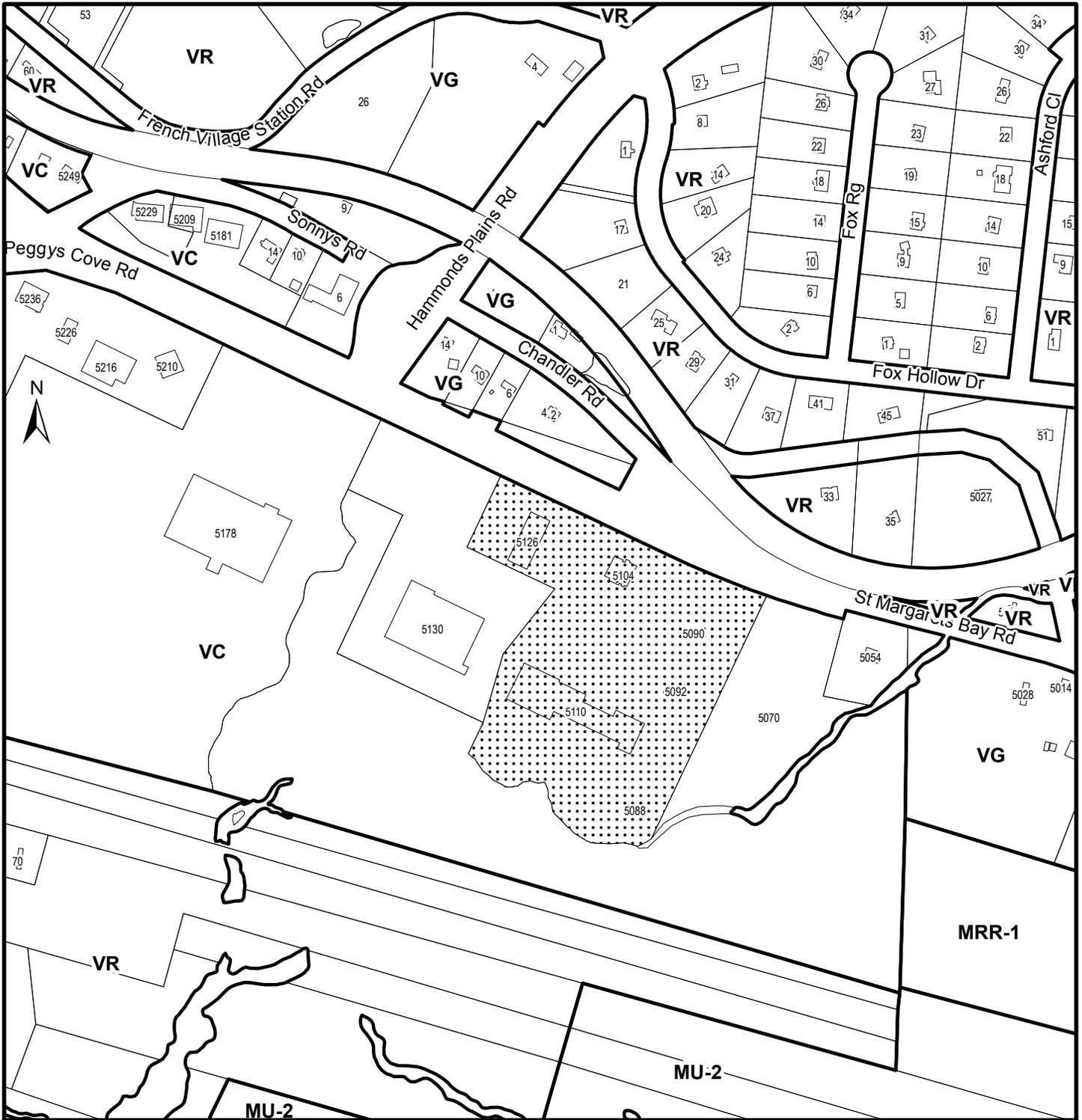
- TCCV Tantallon Crossroads Coastal Village
- MRR Mixed Rural Residential
- MUB Mixed Use B



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.

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



Map 2 - Zoning
 St. Margaret's Square
 Upper Tantallon



 Subject Property

- Zone**
- VC Village Centre
 - VG Village Gateway
 - VR Village Residential
 - MU-2 Mixed Use 2
 - MRR-1 Mixed Rural Residential



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

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

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

Attachment A: Existing Development Agreement

THIS AGREEMENT made this 10th day of December, 2012,

BETWEEN:

ST. MARGARET'S SQUARE LTD.
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

APPROVED
AS TO FORM
KB
Municipal Solicitor

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 July 23, 2012, 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 10th day of December, 2012.

SIGNED, SEALED AND DELIVERED
in the presence of; _____

ORIGINAL SIGNED

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

- ORIGINAL SIGNED Per: _____

ST. MARGARET'S SQUARE LTD.

Per: **ORIGINAL SIGNED**

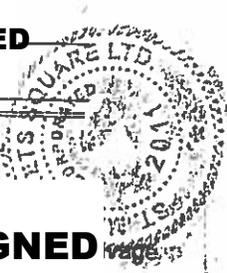
Per: _____

**HALIFAX REGIONAL
MUNICIPALITY**

Per: _____

ORIGINAL SIGNED

Municipal Clerk



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 6 day of NOVEMBER, A.D., 2012, before me, the subscriber personally came and appeared ELIAS METLET a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that ST. MARGARET'S SQUARE LTD., one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

M. LINDSAY HAWKER
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 10 day of December, A.D., 2012, before me, the subscriber personally came and appeared before me Simon Mac Swain / Kelly Hanna the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Mike Savage Peter Kelly, its Mayor, and Cathy Mellett, its Municipal Clerk, its duly authorized officers in his presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

QUENTIN HILL
A Commissioner of the
Supreme Court of Nova Scotia

SCHEDULE A - BLOCK 4R (Remaining Lands)

ST. MARGARETS BAY ROAD

UPPER TANTALLON, NOVA SCOTIA

ALL that certain Block of land situated on the southwestern side of St. Margarets Bay Road, Upper Tantallon, County of Halifax, Province of Nova Scotia, shown as Block 4R on Servant, Dunbrack, Mckenzie & MacDonald Ltd. Plan No. 14-1445-0 titled "Plan of survey of Lots 4A & 4B, Subdivision of Block 4, Lands conveyed to 3048700 Nova Scotia Limited", certified by Kevin A. Robb, NSLS, on June 18, 2010.

Block 4R being more particularly described as follows:

BEGINNING at the point of intersection of the southwestern boundary of St. Margarets Bay Road with the northwestern boundary of Lot 2;

THENCE South 25 degrees 22 minutes 39 seconds West along the northwestern boundary of Lot 2, 238.163 meters more or less to the ordinary high water mark of Little East River;

THENCE northeasterly along various courses of the northern boundary of Little East River, 332 meters more or less to a point on the western boundary of Lands conveyed to Harvey and Sheila Dauphinee, conveyed by Indenture recored in the Halifax County Land Registration Office in book 2538 page 539;

THENCE South 00 degrees 47 minutes 16 seconds West along the western boundary of Lands conveyed to Harvey and Sheila Dauphinee, 132.228 meters to a point of deflection therein;

THENCE South 01 degrees 48 minutes 47 seconds West along the western boundary of Lands conveyed to Harvey and Sheila Dauphinee, 155.457 meters to a point on the northern boundary of Lot N-4;

THENCE North 73 degrees 36 minutes 37 seconds West along the northern boundary of Lot N-4, 636.501 meters more or less to a point on middle thread of Doyle Brook;

THENCE northerly along various courses of the middle thread of Doyle Brook, 305.4 meters more or less to a point on the southeastern boundary of Lot AB-X-1;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Lot AB-X-1, 13.320 meters more or less to a point on the southwestern boundary of Lot 3;

THENCE South 64 degrees 37 minutes 21 seconds East along the southeastern boundary of Lot 3, 53.802 meters to the northeastern boundary of Lot 3;

THENCE South 25 degrees 22 minutes 39 seconds West along the northeastern boundary of Lot 3, 136.215 meters to the southwestern boundary of Lot 3;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of Lot 3, 143.977 meters to the most southern corner of Lot 3;

THENCE North 16 degrees 14 minutes 55 seconds East along the southeastern boundary of Lot 3, 63.587 meters to a point of deflection therein;

THENCE North 38 degrees 21 minutes 33 seconds East along the southeastern boundary of Lots 3 and 4A, 114.040 meters to a point of deflection therein;

THENCE North 64 degrees 37 minutes 21 seconds West along the southeastern boundary of Lot 4A, 8.776 meters to a point of deflection therein;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Lot 4A, 31.436 meters to a point on the southwestern boundary of St. Margarets Bay Road;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of St. Margarets Bay Road, 44.846 meters to the northwestern boundary of Lot 4B;

THENCE South 25 degrees 22 minutes 39 seconds W along the northwestern boundary of Lot 4B, 6.096 meters to a point of deflection therein;

THENCE North 64 degrees 37 minutes 21 seconds West along the northwestern boundary of Lot 4B, 13.506 meters to a point of deflection therein;

THENCE South 45 degrees 44 minutes 50 seconds West along the northwestern boundary of Lot 4B, 17.304 meters to a point of deflection therein;

THENCE South 38 degrees 21 minutes 33 seconds West along the northwestern boundary of Lot 4B, 43.193 meters to the southwestern boundary of Lot 4B;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of Lot 4B, 70.396 meters to the southeastern boundary of Lot 4B;

THENCE North 25 degrees 31 minutes 49 seconds East along the southeastern boundary of Lot 4B, 30.555 meters to the southwestern boundary of Lot 4B;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of Lot 4B, 70.396 meters to the southeastern boundary of Lot 4B;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Lot 4B, 37.212 meters to a point on the southwestern boundary of St. Margarets Bay Road;

THENCE southeasterly along the southwestern boundary of St. Margarets Bay Road on a curve to the left with a radius of 891.546 meters, an arc distance of 16.114 meters to the point of beginning.

CONTAINING 12.4 Hectares more or less.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

SUBJECT to an easement in favour of Nova Scotia Power Inc., Parcel 4-E, recorded in the Halifax County Land Registration Office in Book 687 Page 737, being adjacent to and parallel with the southwestern boundary of St. Margarets Bay Road; Parcel 4-E being shown and mathematically delineated on the above referred to plan.

SUBJECT ALSO to an access easement and parking easement over Block 4R in favour of Lot 4A and Lot 4B, shown as Parcels AE-4A4B & AE-4B, recorded in the Halifax County Land Registration Office as document number 96637633.

SUBJECT ALSO to service easements over Block 4R in favour of Lots 4A & 4B, shown as Parcels SE-4A4B and SE-4B, recorded in the Halifax County Land Registration Office as document number 96637633.

SUBJECT ALSO to a general access easement and general parking easement over Block 4R in favour of Lots 4A and 4B, recorded in the Halifax County Land Registration Office as document number 96637666.

SUBJECT ALSO to a Power Line Easement in favour of Lot 4B, shown as Parcel SE-4BP, recorded in the Halifax County Land Registration Office as document number 96637633.

TOGETHER WITH general access easements and general parking easements over Lot 4A and Lot 4B in favour of Block 4R, recorded in the Halifax County Land Registration Office as document number 96637633.

THE above described Block 4R being a portion of Block 4, lands conveyed to 3048700 Nova Scotia Limited, filed at the Halifax County Land Registration Office as document number 91378019.

**Kevin A. Robb, NSLS
October 18, 2012**

SCHEDULE A - LOT 4A

ST. MARGARETS BAY ROAD

UPPER TANTALLON, NOVA SCOTIA

ALL that certain lot of land situated on the southwestern side of St. Margarets Bay Road, Upper Tantallon, County of Halifax, Province of Nova Scotia, shown as Lot 4A on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 14-1445-0 titled "Plan of survey of Lots 4A & 4B, Subdivision of Block 4, Lands conveyed to 3048700 Nova Scotia Limited", certified by Keyin A. Robb, NSLS, on June 18, 2010.

Lot 4A being more particularly described as follows:

BEGINNING at the point of intersection of the southwestern boundary of St. Margarets Bay Road with the southeastern boundary of Lot 3;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of St. Margarets Bay Road, 86.732 meters to the northwestern boundary of Block 4R;

THENCE South 25 degrees 22 minutes 39 seconds West along the northwestern boundary of Block 4R, 31.436 meters to a point of deflection therein;

THENCE South 64 degrees 37 minutes 21 seconds East along the northwestern boundary of Block 4R, 8.776 meters to a point of deflection therein;

THENCE South 38 degrees 21 minutes 33 seconds West along the northwestern boundary of Block 4R, 39.839 meters to the northeastern boundary of Lot 3;

THENCE North 64 degrees 37 minutes 21 seconds West along the northeastern boundary of Lot 3, 86.559 meters to the southeastern boundary of Lot 3;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Lot 3, 70.257 meters to the point of beginning.

CONTAINING 6,260.5 square meters.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

SUBJECT to an easement in favour of Nova Scotia Power Inc., Parcel 4-E, recorded in the Halifax County Land Registration Office in Book 687 Page 737, being adjacent to and parallel with the southwestern boundary of St. Margarets Bay Road; Parcel 4-E being shown and mathematically delineated on the above referred to plan.

SUBJECT ALSO to an access easement, Parcel AE-4, in favour of Lot 3 for the purpose of egress and ingress, recorded in the Halifax County Land Registration Office as document number 92514257; Parcel AE-4 being shown and mathematically delineated on the above referred to plan.

SUBJECT ALSO to a general access easement and general parking easement over Lot 4A in favour of Lots 4B and Block 4R, recorded in the Halifax County Land Registration Office as document number 96637666.

TOGETHER WITH an access easement, Parcel AE-4, in favor of Lot 4A for the purpose of egress and ingress, recorded in the Halifax County Land Registration Office as document number 92514257; Parcel AE-4 being shown and mathematically delineated on the above referred to plan.

TOGETHER ALSO WITH a general access easement and general parking easement over Block 4R in favour of Lot 4A, recorded in the Halifax County Land Registration Office as document number 96637666.

TOGETHER ALSO WITH a service easement over Block 4R in favour of Lot 4A, shown as Parcel SE-4A4B, recorded in the Halifax County Land Registration Office as document number 96637666.

THE above described Lot 4A being a portion of Block 4, lands conveyed to 3048700 Nova Scotia Limited, filed at the Halifax County Land Registration Office as document number 91378019.

Kevin A. Robb, NSLS
October 11, 2012

SCHEDULE A - LOT 4B

ST. MARGARETS BAY ROAD

UPPER TANTALLON, NOVA SCOTIA

ALL that certain lot of land situated on the southwestern side of St. Margarets Bay Road, Upper Tantallon, County of Halifax, Province of Nova Scotia, shown as Lot 4B on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 14-1445-0 titled "Plan of survey of Lots 4A & 4B, Subdivision of Block 4, Lands conveyed to 3048700 Nova Scotia Limited", certified by Kevin A. Robb, NSLS, on June 18, 2010.

Lot 4B being more particularly described as follows:

BEGINNING at the point of intersection of the southwestern boundary of St. Margarets Bay Road with the northwestern boundary of Block 4R; said point being in a northwesterly direction on a curve to the right with a radius of 891.546 meters, an arc distance of 16.114 meters from the most northerly corner of Lot 2;

THENCE South 25 degrees 22 minutes 39 seconds West along the northwestern boundary of Block 4R, 37.212 meters to the northeastern boundary of Block 4R;

THENCE North 64 degrees 37 minutes 21 seconds West along the northeastern boundary of Block 4R, 70.396 meters to the northwestern boundary of Block 4R;

THENCE South 25 degrees 31 minutes 49 seconds West along the northwestern boundary of Block 4R, 30.555 meters to the northeastern boundary of Block 4R;

THENCE North 64 degrees 37 minutes 21 seconds West along the northeastern boundary of Block 4R, 70.390 meters to the southeastern boundary of Block 4R;

THENCE North 38 degrees 21 minutes 33 seconds East along the southeastern boundary of Block 4R, 43.193 meters to a point of deflection therein;

THENCE North 45 degrees 44 minutes 50 seconds East along the southeastern boundary of Block 4R, 17.304 meters to a point of deflection therein;

THENCE South 64 degrees 37 minutes 21 seconds East along the southeastern boundary of Block 4R, 13.506 meters to a point of deflection therein;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Block 4R, 6.096 meters to the southwestern boundary of St. Margarets Bay Road;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of St. Margarets Bay Road, 34.304 meters to a point of curvature;

THENCE southeasterly along the southwestern boundary of St. Margarets Bay Road on a curve to the left with a radius of 891.546 meters, an arc distance of 77.432 meters to the point of beginning.

CONTAINING 6,418.6 square meters.



ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

SUBJECT to an easement in favour of Nova Scotia Power Inc., Parcel 4-E, recorded in the Halifax County Land Registration Office in Book 687 Page 737, being adjacent to and parallel with the southwestern boundary of St. Margarets Bay Road; Parcel 4-E being shown and mathematically delineated on the above referred to plan.

SUBJECT ALSO to a general access easement and general parking easement over Lot 4B in favour of Lot 4A and Block 4R, recorded in the Halifax County Land Registration Office as document number 96637724.

TOGETHER WITH general access easements and general parking easements over Lot 4A and Block 4R in favour of Lot 4B, shown as Parcels AE-4A4B & AE-4B, recorded in the Halifax County Land Registration Office as document number 96637724.

TOGETHER ALSO WITH service easements over Block 4R in favour of Lot 4B, shown as Parcels SE-4A4B and SE-4B, recorded in the Halifax County Land Registration Office as document number 96637724.

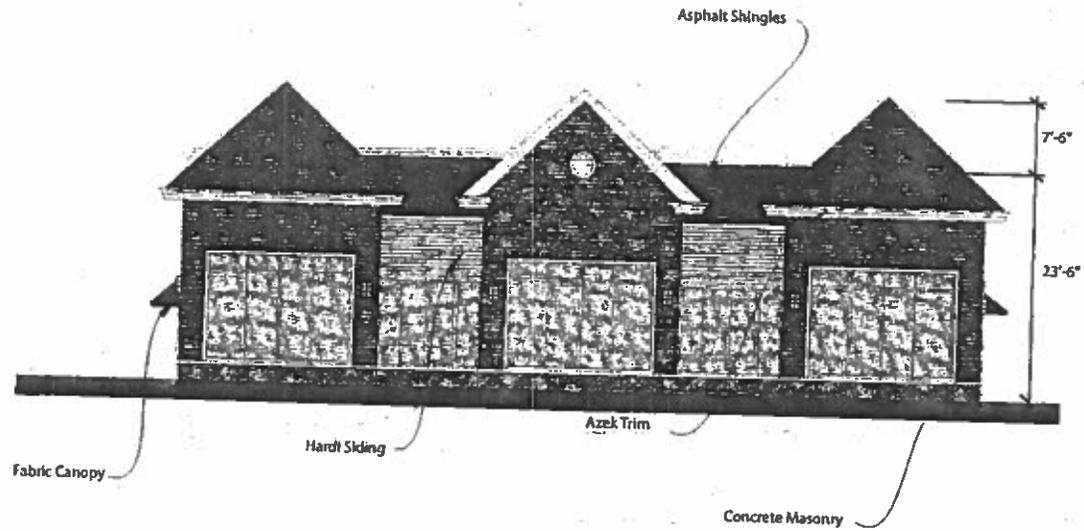
TOGETHER ALSO WITH a Power Line Easement in favour of Lot 4B, shown as Parcel SE-4BP, recorded in the Halifax County Land Registration Office as document number 96637724.

THE above described Lot 4B being a portion of Lot Block 4, lands conveyed to 3048700 Nova Scotia Limited, filed at the Halifax County Land Registration Office as document number 91378019.

Kevin A. Robb, NSLS

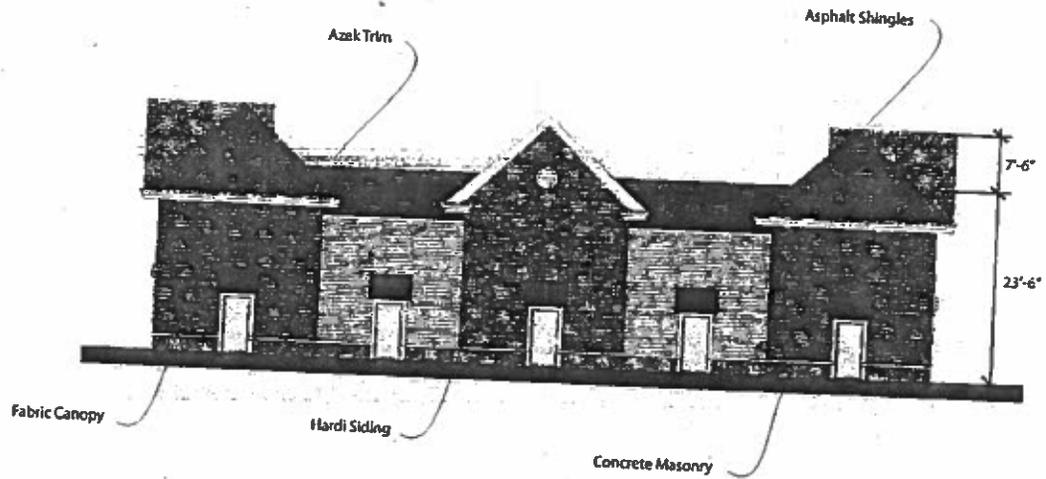
October 11, 2012

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



<small> All work shall be in accordance with the plans and specifications. The contractor shall be responsible for obtaining all necessary permits and licenses. The contractor shall be responsible for the safety of all workers and the public. The contractor shall be responsible for the protection of all existing utilities and structures. The contractor shall be responsible for the removal and disposal of all debris. The contractor shall be responsible for the cleanup of the site. The contractor shall be responsible for the maintenance of the site. The contractor shall be responsible for the completion of the work within the specified time frame. The contractor shall be responsible for the payment of all bills. The contractor shall be responsible for the insurance of all workers and the public. The contractor shall be responsible for the bonding of the work. The contractor shall be responsible for the compliance with all applicable laws and regulations. </small>	PHASE D ST MARGARET'S SQUARE <small>OVERLAP HOME SECOND</small>	WM FARES <small>DESIGNER & ARCHITECT</small>	<small> PROJECT NO. DATE DRAWN BY CHECKED BY </small>	<small> SHEET NO. TOTAL SHEETS </small>	<small> DATE SCALE </small>	<small> NORTH/SOUTH ELEVATION </small>	<small> 1/2" = 1'-0" 1/4" = 1'-0" 1/8" = 1'-0" 1/16" = 1'-0" 1/32" = 1'-0" 1/64" = 1'-0" 1/128" = 1'-0" 1/256" = 1'-0" 1/512" = 1'-0" 1/1024" = 1'-0" 1/2048" = 1'-0" 1/4096" = 1'-0" 1/8192" = 1'-0" 1/16384" = 1'-0" 1/32768" = 1'-0" 1/65536" = 1'-0" 1/131072" = 1'-0" 1/262144" = 1'-0" 1/524288" = 1'-0" 1/1048576" = 1'-0" 1/2097152" = 1'-0" 1/4194304" = 1'-0" 1/8388608" = 1'-0" 1/16777216" = 1'-0" 1/33554432" = 1'-0" 1/67108864" = 1'-0" 1/134217728" = 1'-0" 1/268435456" = 1'-0" 1/536870912" = 1'-0" 1/1073741824" = 1'-0" 1/2147483648" = 1'-0" 1/4294967296" = 1'-0" 1/8589934592" = 1'-0" 1/17179869184" = 1'-0" 1/34359738368" = 1'-0" 1/68719476736" = 1'-0" 1/137438953472" = 1'-0" 1/274877906944" = 1'-0" 1/549755813888" = 1'-0" 1/1099511627776" = 1'-0" 1/2199023255552" = 1'-0" 1/4398046511104" = 1'-0" 1/8796093022208" = 1'-0" 1/17592186044416" = 1'-0" 1/35184372088832" = 1'-0" 1/70368744177664" = 1'-0" 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Schedule H - Case #16770
 (East Elevation - Phase D Building)



NOTES:
 1. All work shall be in accordance with the plans and the quantity of material shown.
 2. All work shall be in accordance with the specifications and standards of the building department.
 3. The contractor shall be responsible for obtaining all necessary permits and fees.
 4. The contractor shall be responsible for the safety of all workers and the public.
 5. The contractor shall be responsible for the protection of all existing utilities.
 6. The contractor shall be responsible for the cleanup of all construction debris.
 7. The contractor shall be responsible for the completion of all work within the specified time frame.
 8. The contractor shall be responsible for the payment of all bills and taxes.

PROJECT: "PHASE D"
 ST MARGARET'S SQUARE
 BAYLOR, MISSISSIPPI

DATE: 10/15/17

DESIGNED BY: WM FARES
 ARCHITECTS

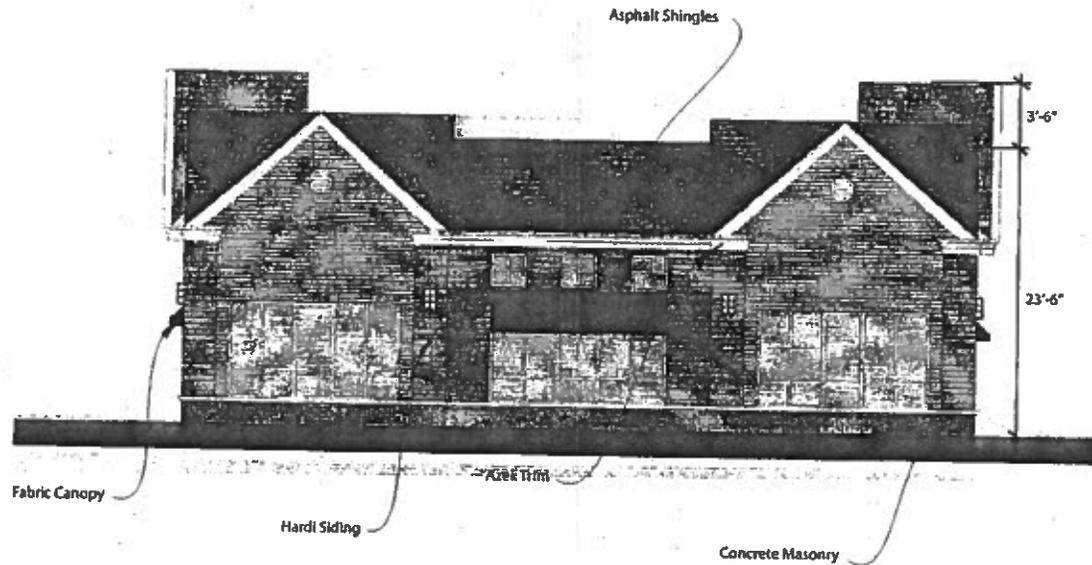
NO.	DESCRIPTION	QTY	UNIT	TOTAL

East Elevation

DATE: 10/15/17

SCALE: A2

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



NOTES:
 1. All work shall be in accordance with the plans and the contract documents.
 2. The contractor shall be responsible for obtaining all necessary permits.
 3. The contractor shall be responsible for the safety of all workers and the public.
 4. The contractor shall be responsible for the protection of all existing utilities.
 5. The contractor shall be responsible for the cleanup of all construction materials.
 6. The contractor shall be responsible for the disposal of all construction waste.
 7. The contractor shall be responsible for the maintenance of all access roads.
 8. The contractor shall be responsible for the protection of all adjacent properties.
 9. The contractor shall be responsible for the completion of all work within the specified time frame.
 10. The contractor shall be responsible for the payment of all bills and taxes.

"PHASE E"
ST MARGARET'S SQUARE
 140 VILLAGE, BIRMINGHAM, ALABAMA 35202
 ARCH: B FARES

WM FARES GROUP
 ARCHITECTS & INTERIORS DESIGNERS
 4000 BRIDLE PATH, SUITE 100, BIRMINGHAM, ALABAMA 35202
 205-988-1100
 www.wmfares.com

NO.	DESCRIPTION	DATE	BY

NORTH ELEVATION		DATE 2010-08	SCALE AS SHOWN



July 3, 2018

Jesse Morton, MCIP, Planner II
Rural Planning and Applications
Halifax Regional Municipality
40 Alderney Drive
Dartmouth, NS B2Y 2N5

Via email: mortonj@halifax.ca

Subject: Application for a Non-substantive Development Agreement Amendment and Municipal Planning Strategy Amendment (Case 21812)

Dear Mr. Morton,

Based on our June 27th meeting with Thea Langille, Carl Purvis and you, on behalf of PRO Real Estate Investment Trust (PRO REIT), WSP Canada Inc. (WSP) is submitting this letter to request an amendment to the Planning Districts 1 and 3 (St. Margaret's Bay) Municipal Planning Strategy (MPS).

OVERVIEW

Preliminary information was submitted to HRM Rural Planning and Applications for discussion in October 2017 and an application for a substantive amendment was submitted in February 2018. Meetings to discuss the material also took place in November 2017 and in early April 2018. Based on the April 2018 discussion, we understood that pursuing a non-substantive Development Agreement (DA) amendment would be the best course of action for site development at this current time. Details of the proposed non-substantive DA amendments request are outlined in the application submitted to HRM on June 12th, 2018.

Based on further direction provided by Rural Planning and Applications staff at our June meeting, we are now submitting this request to amend the local MPS to include a clause allowing for non-substantive amendments to existing development agreements to be considered under the policies in effect at the time the agreement was approved.

AMENDMENT REQUEST AND RATIONALE

The Development Agreement (Doc. 102216042) for St. Margaret's Square was approved by Community Council and subsequently registered in December 2012. The non-substantive terms in the DA were supported by HRM planning staff at the time of drafting of the DA. These terms were also subject to public review in the form of a Public Hearing and subsequently approved by Community Council.

Based on previous discussions with staff, it is our understanding that it was not anticipated that the non-substantive clauses of existing DAs would not be able to be considered. There have been examples of policy changes in other Community Plan areas within the region that included clauses allowing for non-



substantive amendments to be considered under the policies in effect at the time the agreement was approved. The downtown Halifax Secondary MPS states:

Policy 90D Halifax Downtown: Applications for non-substantive amendments to approved development agreements shall be considered under the policies in effect at the time the agreement was approved.

Furthermore, the Halifax MPS also includes a similar policy under Plan Dutch Village Road. The Halifax MPS states:

Policy 2A.11 Applications for non-substantive amendments to approved development agreements shall be considered under the policies in effect at the time the agreement was approved provided that the proposed amendments were identified in the agreement as non-substantive.

These clauses provide example text to be considered in this requested MPS amendment. Based on our recent discussions with staff of the Rural Planning and Applications team, we understand that it is a reasonable request to have such a clause added to the St. Margaret's Bay MPS. We feel that the absence of this clause has placed PRO REIT in a unique and unintended situation, and request that staff and Council consider the request for the MPS amendment.

CONCLUSION

Through discussions with HRM Rural Planning and Applications staff and subsequent revisions to the proposed development plans, we trust that the current proposed development at the St. Margaret's Bay Square site is in keeping with the intent of the existing DA as it is consistent with the non-substantive clauses; maintains human scale and village character architectural elements; and improves the current pedestrian circulation around the site.

We look forward to continuing the planning process and believe our application submission is satisfactory to undertake the application process in a timely manner. Should you require further information, please do not hesitate to contact me directly.

Yours sincerely,

Original Signed

Christina Lovitt, MCIP, LPP
Senior Planner, WSP Canada Inc.

CL/mg

cc: Mark O'Brien, Managing Director Operations, PRO Real Estate Investment Trust;
Thea Langille, Principal Planner – Rural Policy & Applications, Halifax Regional Municipality;
Carl Purvis, Planning Applications Program Manager, Halifax Regional Municipality







NORTH ELEVATION



SOUTH ELEVATION

**Attachment D:
Excerpts from the Planning Districts 1 & 3 (St. Margaret's Bay) Municipal Planning Strategy
2012**

MIXED USE DESIGNATIONS

In the ten-year period from 1996 to 2006 the area around Highway 103 at Exit 5 including Upper Tantallon, has seen a 54% increase in population and is designated as a growth centre in the Regional Plan. The population growth coupled with public investment in community facilities, educational institutions, and public highways has created commercial development pressures in this community. Residents have expressed concern with the “by-right” commercial growth that is occurring. Residents desire future commercial development, especially large format, to be planned in a comprehensive manner, and remain in the growth centre rather than spreading out along the Bay. Furthermore, there is a need to balance this growth with the traditional character of the built form in St. Margarets Bay. 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. Large format commercial and industrial buildings are typically designed with large blank walls without articulation and which do not reinforce the traditional character of the built form in St. Margarets Bay. As such, new commercial and industrial developments and expansions greater than 697 square metres (7,500 square feet) gross floor area on any one lot, may only proceed through the development agreement process.

- MU-16(A) Notwithstanding Policy MU-2, within the Mixed Use “A” and “B” Designations, Council shall only consider new commercial and industrial developments or expansions to existing uses resulting in a combined gross floor area greater than 697 square metres (7500 square feet) on any one lot according to the development agreement provisions of the *Municipal Government Act*. In considering such development agreements, Council shall have regard to the following:
- (a) the architectural design of building(s) that reinforce the style, character and scale of the area’s traditional built form;
 - (b) building height, massing, and scale;
 - (c) adequate separation distances from residential uses;
 - (d) controls on signage that reinforce the rural character of the area;
 - (e) site illumination to reduce, where possible, the unnecessary illumination of surrounding properties including reasonable limitations on the hours of illumination;
 - (f) the retention of significant features such as any significant wildlife habitat, important scenic vistas, historic buildings, cultural landscapes, mature forest, and other elements that typify the rural character of the area;
 - (g) landscaping features which may be designed to enhance the visual amenity of the building or to mitigate visual impacts;
 - (h) the provision of public access to traditional trails, recreation or parkland areas and lake or coastal frontages;
 - (i) the general maintenance of the development; and
 - (j) any other matter relating to the impact of the development upon surrounding uses or upon the general community, and the provisions of policy IM-9. (RC-Feb 24/09;E-Apr 25/09)

IMPLEMENTATION

- 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;
 - (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.
 - (c) that in development agreement controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;
 - (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage;
 - (v) signs; and
 - (vi) any other relevant matter of planning concern.
 - (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
 - (e) any other relevant matter of planning concern
 - (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)

**Attachment E:
Excerpts from the Planning Districts 1 & 3 (St. Margaret's Bay) Municipal Planning Strategy and
Land Use By-law
2018**

MUNICIPAL PLANNING STRATEGY

TANTALLON CROSSROADS COASTAL VILLAGE DESIGNATION

Village Centre Sub-Designation

- CV-6** When considering a development agreement within the Tantallon Crossroads Coastal Village Designation, Council shall consider the following:
- (a) the footprints, siting, massing, orientation and form of the building respecting:
 - (i) the retention of continuous natural open space;
 - (ii) the protection of environmentally sensitive landscapes and water features;
 - (iii) the preservation, rehabilitation or incorporation of registered heritage features;
 - (iv) compatibility with the natural topography;
 - (v) building facades, landscaping and vistas as seen from the public roadway;
 - (vi) the achievement of a walkable, human scale community form, considering such aspects as safety, weather, shade and outdoor social space;
 - (vii) minimizing the impacts on adjacent land uses; and
 - (viii) the concealment of parking lots, loading and storage areas from the public roadway and adjacent residential properties
 - (b) the height of the building, the architectural elements of the building and the landscaping on the site and their promotion of visual integration:
 - (i) between buildings on the site,
 - (ii) between buildings and open spaces on the site, and
 - (iii) between the site as a whole and adjacent sites;
 - (c) whether the development is reasonably consistent with the Parking, Outdoor Storage and Display requirements, signage controls, and Architectural Requirements for the Tantallon Crossroads Coastal Village Designation as set forth in the Land Use By-Law;
 - (d) the safe and continuous connectivity of walkways between each main building entrance, and with nearby public parks and trails where applicable;
 - (e) minimizing the number of driveways accessing the property;
 - (f) the effects of the proposed development on groundwater supply for adjacent properties as determined through a hydrogeological assessment prepared by a qualified professional;
 - (g) the adequacy of erosion and sediment control plans and stormwater management plans prepared by a qualified professional; and
 - (h) the provisions of Policy IM-9.

Much of the Village Centre Sub-Designation is currently characterized by large shopping plazas and large-format retail oriented to front yard parking. This format is not consistent with the vision for a coastal village. Most of these properties are subject to development agreements which were enabled by policies which are now superseded by the Village Centre Sub-Designation. To enable these properties to respond to future market opportunities in a manner which is more consistent with the

vision for a coastal village, provisions should be included to enable these development agreements to be modified subject to conditions.

CV-7 Within Schedule N as shown on Map 2, Council shall only consider development agreements, or amendments to existing development agreements, provided that:

- (a) For new buildings:
 - (i) front yard setbacks, building footprints and building heights do not exceed the maximum for the Village Centre Zone;
 - (ii) facades are located parallel to the public street and include display windows, awnings and entry doors facing the public street;
 - (iii) walkways connect the façade entry doors to existing or approved walkways on the same property without the need for pedestrians to cross parking areas, vehicle lanes or drive-through lanes;
 - (iv) no surface parking, drive-through, circulation lane, fuel pump, recharging station or loading bay is located between the public roadway and the building façade; and
 - (v) the provisions of Policy CV-6;
- (b) For expansions to existing buildings:
 - (i) the expansion includes elements that reduce the average front yard setback or that increase the height of the building;
 - (ii) the building includes a façade with display windows, awnings and entry doors oriented to the public street;
 - (iii) the expansion does not add new surface parking, drive-through lanes, circulation lanes, fuel pumps, recharging stations or loading bays between the public street and the building façade; and
 - (iv) the provisions of Policy CV-6.

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;
- (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.
- (c) that in development agreement controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:
 - (i) type of use;
 - (ii) height, bulk and lot coverage of any proposed building;
 - (iii) traffic generation, access to and egress from the site, and parking;
 - (iv) open storage;
 - (v) signs; and
 - (vi) any other relevant matter of planning concern.

- (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
- (e) any other relevant matter of planning concern.
- (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)

LAND USE BY-LAW

PART 5A: SPECIAL PROVISIONS FOR TANTALLON CROSSROADS COASTAL VILLAGE DESIGNATION (SCHEDULE L) (RC-Jul 22/14;E-Oct 4/14)

5A.1 STANDARDS FOR PARKING – TANTALLON CROSSROADS

Within the VG (Village Gateway) Zone and the VC (Village Centre) Zone of the Tantallon Crossroads Coastal Village Designation as shown in Schedule L:

- (a) Minimum parking requirements established in Section 4.27 shall be reduced by 20 percent;
- (b) All new parking shall be located to the side or the rear of the building;
- (c) All parking lots requiring more than ten (10) parking spaces shall have ten (10) percent of their parking area landscaped with vegetation. This percentage shall not be concentrated in only one area of the parking lot, and shall be complimentary to the overall design. Required landscaped areas shall have a minimum of one (1) tree (minimum of 60 mm (2.4 in.) calliper) and three (3) shrubs; and
- (d) Bicycle parking shall be provided which:
 - (i) permits the locking of at least two bicycles by the frame and the front wheel and support of each bicycle in a stable position with two points of contact (bicycle racks - including wall mounted varieties);
 - (ii) in the case of institutional uses, is provided at a rate of 1 per 250 sq. m (2,691 sq. ft.) of gross floor area, excluding residential units; and is clearly visible from the main entrance doorways to buildings; and
 - (iii) in the case of buildings with more than two residential units, is provided at a rate of one (1) per dwelling unit, and protects each bicycle from inclement weather.
- (e) Notwithstanding subsection (d), bicycle parking shall not be required for single and two unit residential uses and open space uses.

5A.2 LIGHTING AND LANDSCAPING - TANTALLON CROSSROADS

- (a) Within the Tantallon Crossroads Coastal Village Designation as shown in Schedule L, all outdoor lighting shall be oriented such that it is directed downwards and away from adjacent properties.
- (b) Within the VG (Village Gateway) Zone and the VC (Village Centre) Zone of the Tantallon Crossroads Coastal Village Designation as shown in Schedule L:
 - (i) Where any commercial or institutional use abuts a residentially zoned or used lot, the rear or side yard abutting the residentially zoned or used lot shall contain a fence or vegetative screening;
 - (ii) A landscape strip at least 4.5 m (15 ft.) wide shall be provided along all street property lines, exclusive of driveways and walkways. This requirement shall not apply to single unit or two-unit residential properties. The required landscape strip shall incorporate a minimum of one (1) tree (minimum of 60 mm calibre (2.4 in.)) and three (3) shrubs per 7.6 m (25 ft.) of street frontage. The incorporation of trees and shrubs into the required landscape strip may be provided in the form of groupings, provided a minimum ratio of one (1) tree and three (3) shrubs are provided per 7.6 m (25 ft.) of street frontage;

- (iii) Notwithstanding Section 5A2(b)(ii), existing trees may be substituted where trees and shrubs are required; and
- (iv) Notwithstanding Section 5A2(b)(ii), where the Development Officer determines that an existing building location or topographic constraints prevent the owner from satisfying the requirements of Section 5A2(b)(ii), an equivalent area of landscaping may be wholly or partly substituted using any combination of the following clearly visible from the abutting street:
 - a) landscaped areas of at least 4.6 square metres (50 square feet) in area having no dimension less than 0.6 metres (2 feet); and
 - b) landscape planter(s) constructed of wood, brick, stone or concrete blocks resembling stone, and having a total minimum of 2.3 square metres (25 square feet).”

5A.3 ADDITIONAL SIGN CONTROL – TANTALLON CROSSROADS

Within the Tantallon Crossroads Coastal Village Designation as shown in Schedule L, the following signage requirements shall apply unless the requirements conflict with Part 5, and in a case of such conflict the more stringent requirements shall apply:

- (a) within the Village Gateway (VG) and Village Residential (VR) Zones, no sign shall be backlit;
- (b) within the Village Residential (VR) Zone, no ground sign shall exceed 1.9 m (6 ft) in height, and no sign face shall exceed an area of 0.5 sq. m (5 sq. ft) except for any sign contemplated in Section 5.4 (c), (e), (f), (g) or (h) of Part 5;
- (c) within the Village Gateway (VG) Zone, no ground sign shall exceed 4.6 m (15 ft) above established grade in vertical height and 3.1 m (10 ft) in width;
- (d) within the Village Centre (VC) Zone, no ground sign shall exceed 6.1 m (20 ft) above established grade in vertical height and 4.6 m (15 ft) in width;
- (e) within the Village Gateway (VG) Zone and the Village Centre (VC) Zone, ground signs shall be permitted within the required landscape strip, provided all other land use by-law requirements are satisfied;
- (f) within the Village Gateway (VG) Zone and the Village Centre (VC) Zone, all ground signs located outside the required landscape strip shall be sited in a landscaped area a minimum of 27.9 sq. m (300 sq. ft.) in size;
- (g) ground signs shall have a maximum of two (2) faces, which shall be affixed back to back;
- (h) no sign shall be located on the roof of any building;
- (i) no wall mounted signs shall extend above the top of any wall;
- (j) no sign shall incorporate any flashing or moving illumination; and
- (k) within the Village Gateway (VG) Zone and the Village Centre (VC) Zone, each business occupancy located in a multiple commercial occupancy building may be permitted a maximum of two (2) wall mounted (fascia) signs, the total of which shall not exceed an area equal to ten (10) percent of the business facade upon which it is located.

5A.4 ARCHITECTURAL REQUIREMENTS – TANTALLON CROSSROADS

Within the Tantallon Crossroads Coastal Village Designation as shown in Schedule L, the following architectural requirements shall apply to all buildings except single-unit dwellings, two-unit dwellings, auxiliary dwelling units, accessory buildings, greenhouses, temporary

garden centres, temporary structures erected for festivals or special events, temporary construction uses, changes in use or occupancy within an existing building, or internal renovations within an existing building:

- (a) A combination of arcades, display windows, entry doorways, permanent awnings or other such features shall be incorporated into the street façade of every building containing a commercial or community use. Such features shall be at least 60 percent of the horizontal length of the building facing a public street;



- (b) Every street façade shall incorporate a minimum of one clearly defined entrance doorway;
- (c) A hard surface walkway shall be provided between the entrance doorway required in Subsection (b), and a point where the driveway joins the street;
- (d) All roofs shall be pitched roofs, with a minimum slope of 6:12, except for dormers, porches, or where occupied by vegetative roofing systems;
- (e) All roofs visible from the street shall be articulated at intervals of at least 15.3 m (50 ft.) measured horizontally, with features such as cross-gables, dormers, parapets, or masonry-style chimneys;



- (f) At least one wall of each building shall be oriented to face the street;
- (g) No uninterrupted length of any street facade shall exceed 15.3 m (50 ft.) measured horizontally. Wall plane projections, recesses, or other architectural features shall be incorporated into all facades greater than 15.3 m (50 ft.) in length, measured horizontally;
- (h) Siding shall have the appearance of horizontal or vertical wood siding, shingles, stone or brick;
- (i) Windows, doors and corners shall be accentuated by trim or other design details (i.e. arches, hoods, mouldings, decorative lintels, pediments, sills, corner boards);
- (j) Window openings, except for retail display windows and basement windows, shall be vertical or square; and
- (k) Rooftop equipment, including satellite and other telecommunication equipment for private use, air handling units, elevator equipment, cooling towers and exhaust fans shall be visually screened from the public street.

- (a) 4459 sq. m (48,000 sq. ft.) for a multiple unit dwelling with three (3) units other than a townhouse dwelling;
- (b) for each dwelling unit exceeding three units in a multiple unit dwelling other than a townhouse dwelling, the minimum lot area shall be increased by 1486 sq. m (16,000 sq. ft.);
- (c) for a townhouse dwelling, the minimum lot area for each unit shall be 1486 sq. m (16,000 sq. ft.); and
- (d) 5945 sq. m (64,000 sq. ft.) for an institutional use.

Minimum Frontage	30.5 m (100 ft.), except that for a townhouse dwelling the minimum frontage for each unit shall be 7.6 m (25 ft.);
Minimum Front/Flankage Yard Setback	5 m (16.5 ft.)
Maximum Front/Flankage Yard Setback	the greater of 10 m (33 ft.), or the width of any utility easement existing in the front or flankage yard on the date of adoption of this section;
Minimum Rear and Side Yard Setback	4.6 m (15 ft.) except common walls of townhouse dwellings
Maximum Height of a Building	10.7 m (35 ft.), or 15 m (49 ft.) only where a gable roof with a pitch of at least 8:12 encloses a loft as the uppermost Storey of a 2 1/2-Storey building.
Maximum Lot Coverage	40 %
Maximum Building Footprint	558 sq. m (6000 sq. ft.)
Minimum Landscaped Area	40% of the lot

11C.3 OTHER REQUIREMENTS: STREET FACADE AND AMENITY AREA

Where dwelling units are permitted in any VC (Village Centre) Zone, the following shall apply:

- (a) Where a building contains commercial or community uses, such uses shall include windows and pedestrian entries facing the street at the ground floor level;
- (b) In the case of townhouse dwellings or townhouse-style dwellings, garage doors shall occupy no more than 50 percent of the street facade length of each dwelling unit.
- (c) In the case of multiple unit dwellings, a minimum of 12 sq. m (130 sq. ft.) of landscaped amenity area shall be provided for each dwelling unit.

11C.4 OTHER REQUIREMENTS: OPEN STORAGE AND OUTDOOR DISPLAY

Within the VC (Village Centre) Zone:

- (a) No outdoor storage shall be permitted in the front or side yard;
- (b) Outdoor storage located in the rear yard shall be screened and/or fenced;

- (c) Outdoor display of goods and wares shall be permitted, provided the outdoor display is associated with commercial uses permitted in the C-1A Zone, retail uses, retail stores, bakeries, traditional uses or institutional uses; and
- (d) No outdoor display shall be permitted in any required landscaped area, or any area required for pedestrian movement.

11C.5 OTHER REQUIREMENTS: GREENHOUSES

Notwithstanding the provisions of Section 15B.2, where greenhouses are permitted in any VC Zone, the following shall apply:

- (a) The greenhouse shall be located no less than 45.7 m (150 feet) from any well situated on another lot, and from any watercourse;
- (b) The greenhouse shall not have a flat roof; and
- (c) The external finish shall not have the appearance of unpainted metal, exposed tarpaper or plastic membrane.