



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Item No. 13.1.1
Halifax and West Community Council
March 29, 2016

TO: Chair and Members of the Halifax and West Community Council

Original Signed

SUBMITTED BY:


Bob Bjerke, Chief Planner and Director, Planning and Development

DATE: March 9, 2016

SUBJECT: Case 19862: LUB Amendment (Schedule Q) and Development Agreement for 5543, 5549 and 5555 Almon Street, and a vacant property on Isleville Street, Halifax

SUPPLEMENTARY REPORT

ORIGIN

- Application by Michael Napier Architecture
- February 17, 2016 approved by Halifax and West Community Council of an amendment to the Halifax Peninsula Land Use By-law to include 5543, 5549, 5555 Almon Street, and a vacant property on Isleville Street, Halifax, within Schedule Q (amendment to Map ZM-2).

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A, to allow a 7-storey residential building containing ground floor minor commercial uses at 5543, 5549, 5555 Almon Street, and a vacant property on Isleville Street, Halifax; and
2. Require that the proposed development agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND / DISCUSSION

On February 17, 2016 Halifax and West Community Council held a public hearing to consider the proposed amendment to the Halifax Peninsula Land Use By-law (LUB), as well as a proposed development agreement, to permit a 7-storey residential building with ground floor minor commercial uses on a site located at the corner of Almon Street and Isleville Street, Halifax. Following the public hearing, Halifax and West Community Council approved an amendment to the Halifax Peninsula LUB (amendment to Map ZM-2) to include the site within Schedule Q.

As noted in the January 12, 2016 staff report, Halifax and West Community Council could not make a decision on the proposed development agreement until the LUB amendment became effective. As the LUB amendment became effective on March 7, 2016, Halifax and West Community Council is now able to consider the proposed development agreement as contained in Attachment A of this report.

During the public hearing process for this application, Halifax and West Community Council discussed several matters related to the proposed development agreement contained in the January 12, 2016 staff report, including:

- the hours of operation for a restaurant/lounge;
- the regulation of sidewalk patios in relation to a restaurant/lounge; and
- the parking requirements

With respect hours of operation and parking, Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or a public hearing.

Sidewalk patios are regulated through HRM By-law S-1000 (Respecting the Regulation of Sidewalk Cafes) and a development agreement cannot alter the provisions of this by-law.

FINANCIAL IMPLICATIONS

There are no financial implications. The Applicant will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Development Agreement. The administration of the Development Agreement can be carried out within the approved 2016/17 budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of community engagement was consultation, achieved through a Public Information Meeting (PIM) held on June 8, 2015 and a sign posted on the site. Notices of the Public Information Meeting were posted on the HRM website, in the newspaper and mailed to property owners and residents within the notification area shown on Map 2 of the January 12, 2016 staff report.

A public hearing was also held by Halifax and West Community Council on February 17, 2016 to consider the proposed amendment to the LUB, as well as the proposed development agreement contained in Attachment A of this report. Notices of the Public Hearing were posted on the HRM website, in the newspaper and mailed to property owners and residents within the notification area shown on Map 2 of the January 12, 2016 staff report.

ENVIRONMENTAL IMPLICATIONS

No environmental implications were identified.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed development agreement subject to modifications. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or a public hearing. A decision of Community Council to approve the proposed development agreement is appealable to the NS Utility and Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why either or both do not reasonably carry out the intent of the MPS. A decision of Community Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Attachment A Proposed Development Agreement

Original Staff Report: www.halifax.ca/Commcoun/west/documents/160119hwcc1311.pdf

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by:  Miles Agar, LPP, Planner 1, Development Approvals, 902.490.4495

Original Signed

Report Approved by:  Kelly Denty, Manager of Development Approvals, 902.490.4800

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

- 1.5.1 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

- 1.6.1 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

- 2.1.1 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

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

- (a) "Indoor Amenity Space" means common amenity areas for residents of the development that are located within the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development

Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19862:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Ground Level Setbacks & Land Uses
Schedule D	Second Level Setbacks
Schedule E	Third to Sixth Level Setbacks
Schedule F	Seventh Level Setbacks
Schedule G	Roof Plan
Schedule H	South Elevation
Schedule I	West Elevation
Schedule J	North Elevation
Schedule K	East Elevation

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide to the Development Officer:

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.6 of this Agreement; and
- (b) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4.1 of this Agreement.

3.2.2 At the time of issuance of the first Municipal Occupancy Permit, the Developer shall provide the Development Officer with certification from a member in good standing of the Canadian Society of Landscape Architects indicating that the Developer has complied with the landscaping provisions of this Agreement, or the posting of security in accordance with Section 3.6.6.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any use 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 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

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

- (a) Non-residential uses permitted by the C-2A (Minor Commercial) Zone, with the exception of a bowling alley, motion picture theatre, service station, billboard, and commercial recreation uses;
- (b) A lounge in conjunction with a permitted restaurant;
- (c) One (1) dwelling unit on the ground-floor;
- (d) An apartment house (multiple-unit residential uses); and
- (e) Uses accessory to any of the foregoing uses.

3.4 Detailed Provisions for Land Use

- 3.4.1 Ground-floor land uses shall be limited to uses permitted by clauses 3.3(a), 3.3(b), and 3.3(c) of this Agreement. The remaining floors shall include multiple-unit residential, open space and residential accessory uses only.
- 3.4.2 A minimum of 118.9 square metres (1,280 square feet) of commercial space shall be provided on the ground-floor, which shall include contiguous frontage at the corner of Almon Street and Isleville Street. The ground-floor commercial space may be increased to a maximum of 297.3 square metres (3,200 square feet) if a dwelling unit is not located on the floor and provided that the additional commercial space is fronting onto Almon Street.
- 3.4.3 If a dwelling unit is provided on the ground-floor, the dwelling unit shall be a minimum of 111.5 square metres (1,200 square feet) and shall consist of 2 bedrooms and 1 den.
- 3.4.4 A maximum of 35 residential dwelling units shall be permitted within the multiple-unit residential portion of the building (floors 2 through 7).
- 3.4.5 Of the residential units on floors 2 through 7, a minimum of:
 - (a) 13 units shall consist of 2 bedrooms; and
 - (b) 2 units shall consist of 2 bedrooms and 1 den.

3.5 Architectural Requirements

- 3.5.1 The development shall be exempted from the detailed requirements of the R-3 (Multiple Dwelling) Zone of the Land Use By-law. Instead, the Schedules and written provisions of this Agreement shall apply.
- 3.5.2 The building's height, massing, exterior design and materials (including tone of materials) shall be as shown on the Schedules.
- 3.5.3 The building shall be setback from property lines as shown on Schedules B through G of this Agreement. The property line setbacks shown on Schedules B through G may be increased provided the overall massing of the building is generally consistent with Schedules H through K of this Agreement.
- 3.5.4 All guardrails associated with second level and third level landscape terraces and the rooftop terrace shall be made of metal framing with insert glass.
- 3.5.5 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.).
- 3.5.6 Any exposed foundation in excess of 0.3 m (1 foot) in height shall be architecturally detailed, veneered with stone or brick, or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.7 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade and subject to the requirements of any other applicable by-law, statute or regulation.

3.6 Amenity Space and Landscaping

- 3.6.1 The multiple-unit residential portion of the building shall include a minimum of 81.3 square metres

(875 square feet) of contiguous Indoor Amenity Space.

- 3.6.2 The multiple-unit residential portion of the building shall include outdoor landscaped open space for the residents of the building. Common outdoor landscaped open space shall be provided on the building rooftop as shown on Schedule G of this Agreement. Private outdoor landscaped open space shall be provided on rooftop terraces as shown on Schedules D and E of this Agreement.
- 3.6.3 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the landscaping shown on the Schedules of this Agreement. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.6.4 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.6.5 At the time of issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.6.6 Notwithstanding Section 3.6.5, and where weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. 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 twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. 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.
- 3.6.7 The outdoor landscaped open space on the rooftop shall include composite decking and raised bed planters as shown on Schedule G of this Agreement.
- 3.6.8 Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in planting beds or containers. Approximately 50 percent of the plant material shall be evergreen or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm (2 feet). It is the responsibility of the Developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop and podium.
- 3.6.9 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as pergolas, benches, etc. shall be noted on the Landscape Plan required by Subsection 3.6.3, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.

3.7 Signs

3.7 Signage shall be limited to the following:

- (a) No ground sign shall be permitted on the Lands;
- (b) Fascia signage shall be limited to the sizes and areas shown on Schedules H and I; and
- (c) Two (2) temporary ground signs depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. Temporary ground signs shall be removed prior to the issuance of the last residential occupancy permit.

3.8 Building and Site Lighting

3.8.1 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.

3.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

3.9 Functional Elements

3.9.1 All vents, down spouts, 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.

3.9.2 All mechanical equipment, including rooftop mechanical, exhausts, propane tanks, electrical transformers, and other utilitarian features shall be visually concealed from abutting properties, including municipal rights-of-way, and shall include noise reduction measures.

3.10 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 removal/salting of walkways and driveways.

3.11 Solid Waste Facilities

The development shall include, adjacent to the underground parking area, designated space for five stream source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. All refuse and recycling materials shall be contained within the building.

3.12 Outdoor Storage

No outdoor storage shall be permitted on the Lands.

3.13 Deliveries and Solid Waste Collection

- 3.13.1 The private collection of refuse and recyclables on the Lands shall occur only between the hours of 8:00 a.m. and 7:00 p.m.
- 3.13.2 Commercial delivery vehicles on the Lands shall only be permitted between the hours of 8:00 a.m. and 7:00 p.m.
- 3.13.3 A restaurant shall only be permitted to operate between the hours of 5:00 a.m. and midnight.
- 3.13.4 The hours specified under this section shall apply seven (7) days a week.

3.14 Parking and Bicycle Facilities

- 3.14.1 Vehicular parking shall include parking within the building to accommodate a minimum of 27 vehicular parking spaces. Up to 75 percent of the parking spaces may be reduced in size to 8 feet by 17 feet. A minimum of 2 parking spaces shall be designated as visitor parking.
- 3.14.2 The Developer shall provide bicycle parking pursuant to the Land Use By-law for Halifax Peninsula.

3.15 Construction/Sales Structure

- 3.15.1 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 structure shall be removed from the Lands upon the issuance of the last Occupancy Permit.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications unless otherwise varied by this Agreement and shall receive written approval from the Development Engineer prior to undertaking any work.
- 4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Archaeological Monitoring and Protection

- 5.1.1 The Developer shall contact the Coordinator of Special Places, of Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.2 Sulphide Bearing Materials

- 5.2.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which

may be found on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
- (a) changes to the exterior materials (not including tone) required by Section 3.5;
 - (b) changes to the landscaping required by Section 3.6;
 - (c) changes to the sign requirements of Section 3.7;
 - (d) changes to the functional elements requirements of Section 3.9;
 - (e) changes to the date of commencement of development specified in Section 7.3; and
 - (f) changes to the date of completion of development specified in Section 7.4.

6.2 Substantive Amendments

- 6.2.1 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

- 7.1.1 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 installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2, 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 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 Halifax Municipal Planning Strategy and Halifax Peninsula Land Use By-law, as may be amended from time to time.

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after 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.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

- 8.1.1 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

- 8.2.1 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 defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
 - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or

- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

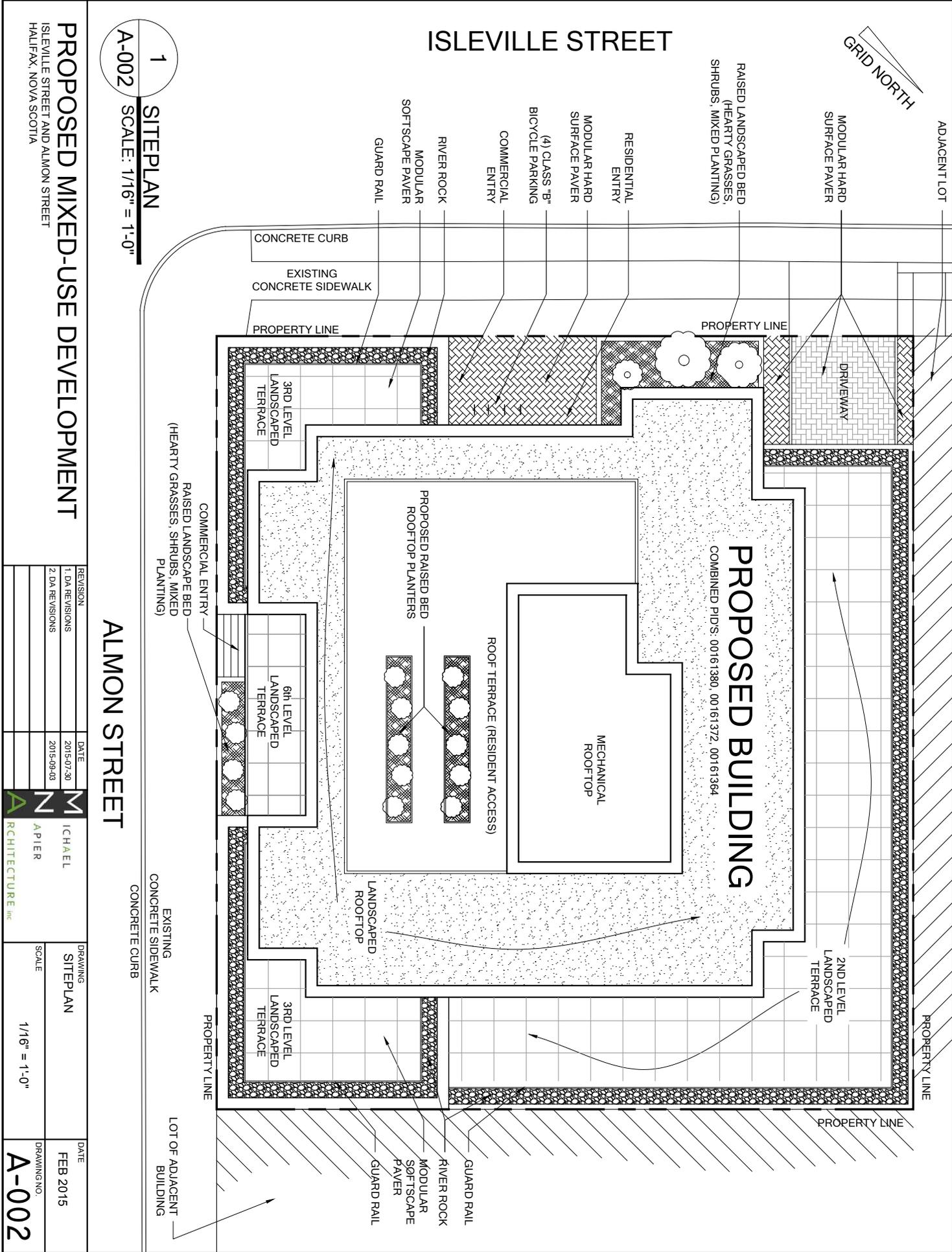
Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK



ISLEVILLE STREET



1 SITEPLAN
A-002 SCALE: 1/16" = 1'-0"

PROPOSED MIXED-USE DEVELOPMENT

ISLEVILLE STREET AND ALMON STREET
HALFAX, NOVA SCOTIA

ALMON STREET

PROPOSED BUILDING
COMBINED PIDS: 00161380, 00161372, 00161364

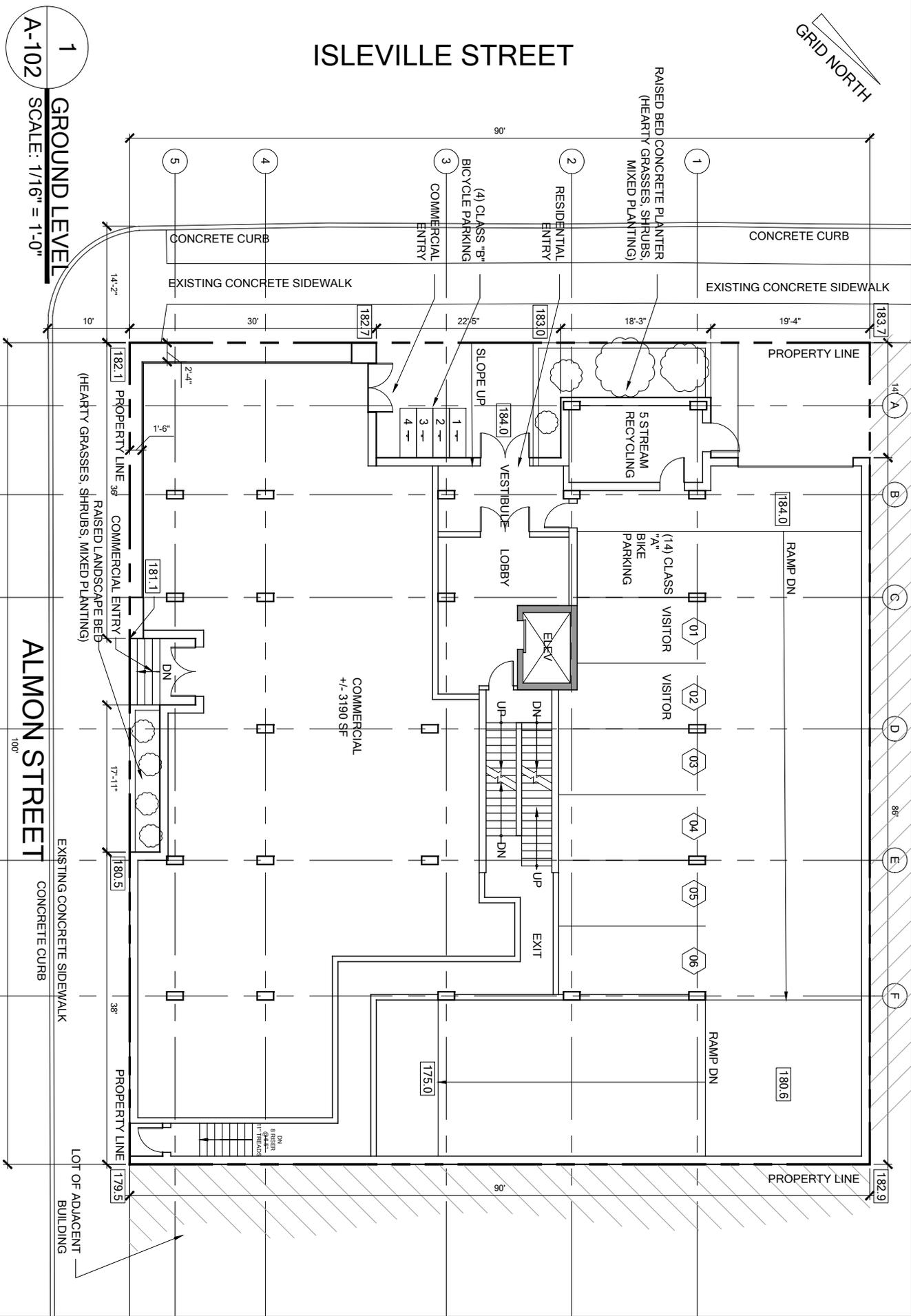
REVISION	DATE	REVISION	DATE
1. DA REVISIONS	2015-07-30	M	2015-07-30
2. DA REVISIONS	2015-09-03	N	2015-09-03
		A	

MICHAEL APPLER
 ARCHITECTURE INC.

DRAWING	DATE
SITEPLAN	FEB 2015

SCALE: 1/16" = 1'-0"
 DRAWING NO. A-002

ISLEVILLE STREET



1
A-102
GROUND LEVEL
 SCALE: 1/16" = 1'-0"

PROPOSED MIXED-USE DEVELOPMENT

ISLEVILLE STREET AND ALMON STREET
 HALFAX, NOVA SCOTIA

ALMON STREET

EXISTING CONCRETE SIDEWALK
 CONCRETE CURB

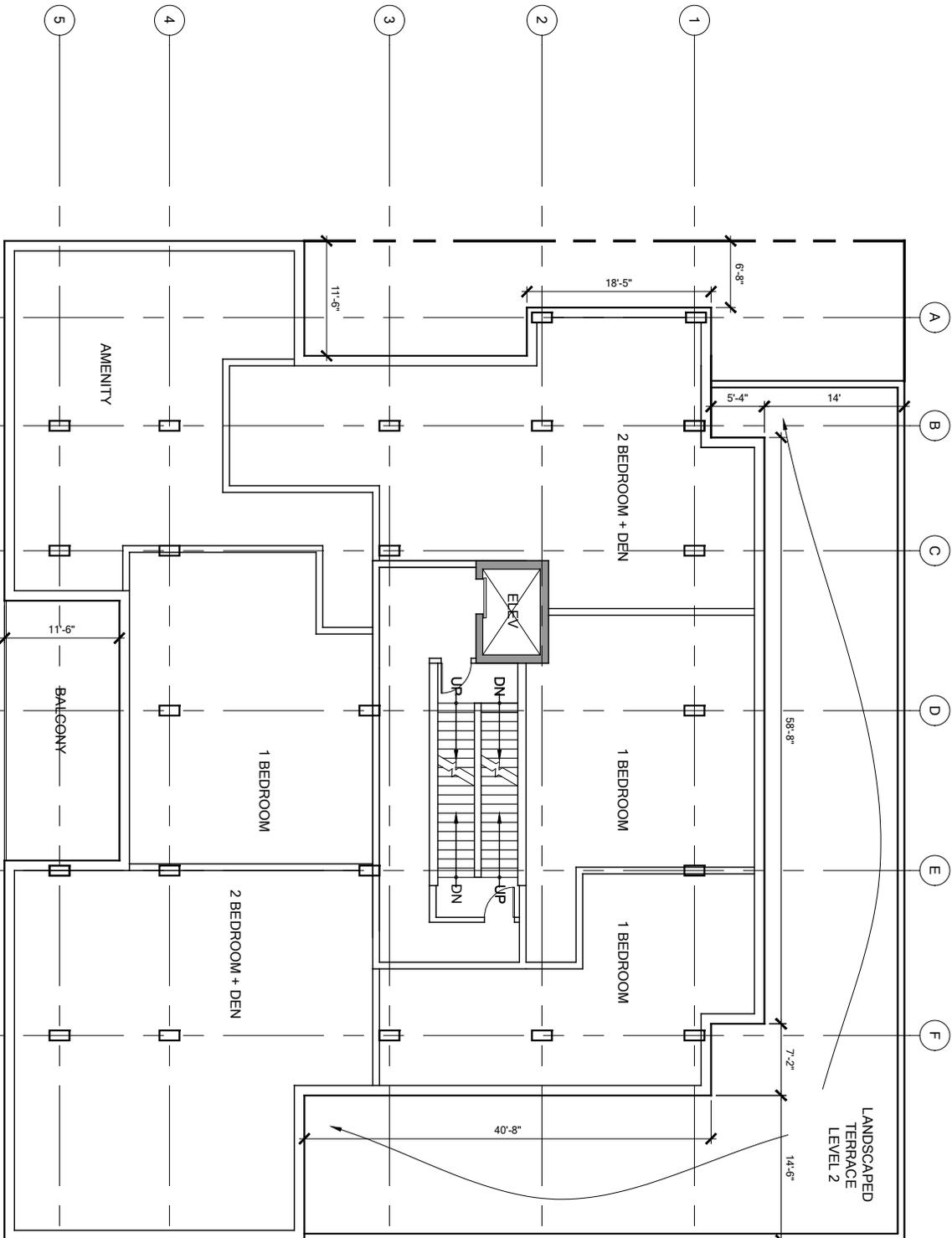
EXISTING CONCRETE SIDEWALK

LOT OF ADJACENT BUILDING

REVISION	DATE	DATE	DRAWING	DATE
1. DA REVISIONS	2015-07-30		GROUND LEVEL	FEB 2015
2. DA REVISIONS	2015-09-03			

	MICHAELE APPLER	ARCHITECTURE INC.
	SCALE: 1/16" = 1'-0"	

DRAWING NO.	A-102
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1 SECOND LEVEL
 A-103 SCALE: 1/16" = 1'-0"

PROPOSED MIXED-USE DEVELOPMENT

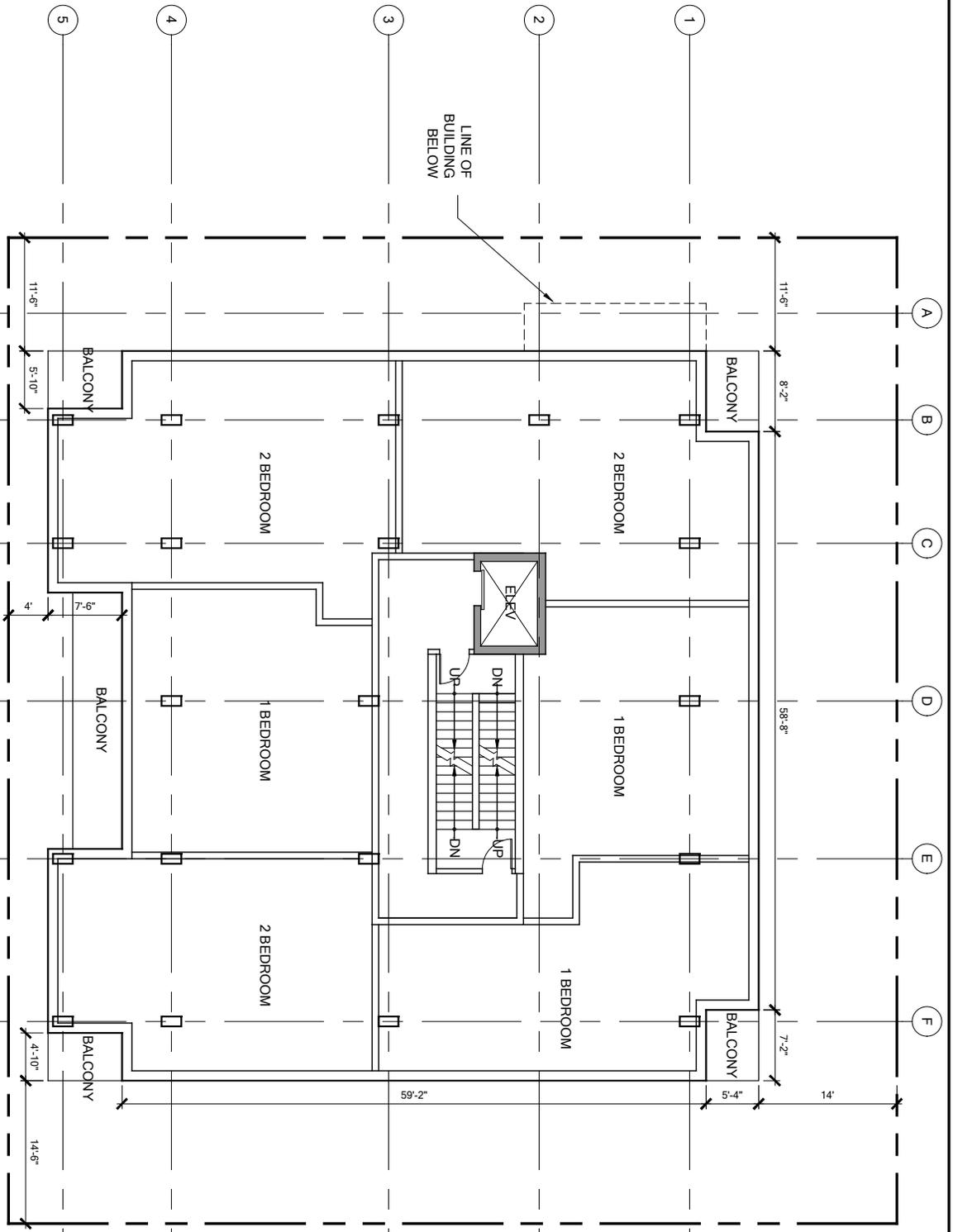
ISLEVILLE STREET AND ALMON STREET
 HALFAX, NOVA SCOTIA

REVISION	DATE	DRAWING	DATE
1. DA REVISIONS	2015-07-30	SECOND LEVEL	FEB 2015
2. DA REVISIONS	2015-09-03	SCALE	DRAWING NO.
		1/16" = 1'-0"	A-103





1
PENTHOUSE LEVEL
 A-105 SCALE: 1/16" = 1'-0"



PROPOSED MIXED-USE DEVELOPMENT

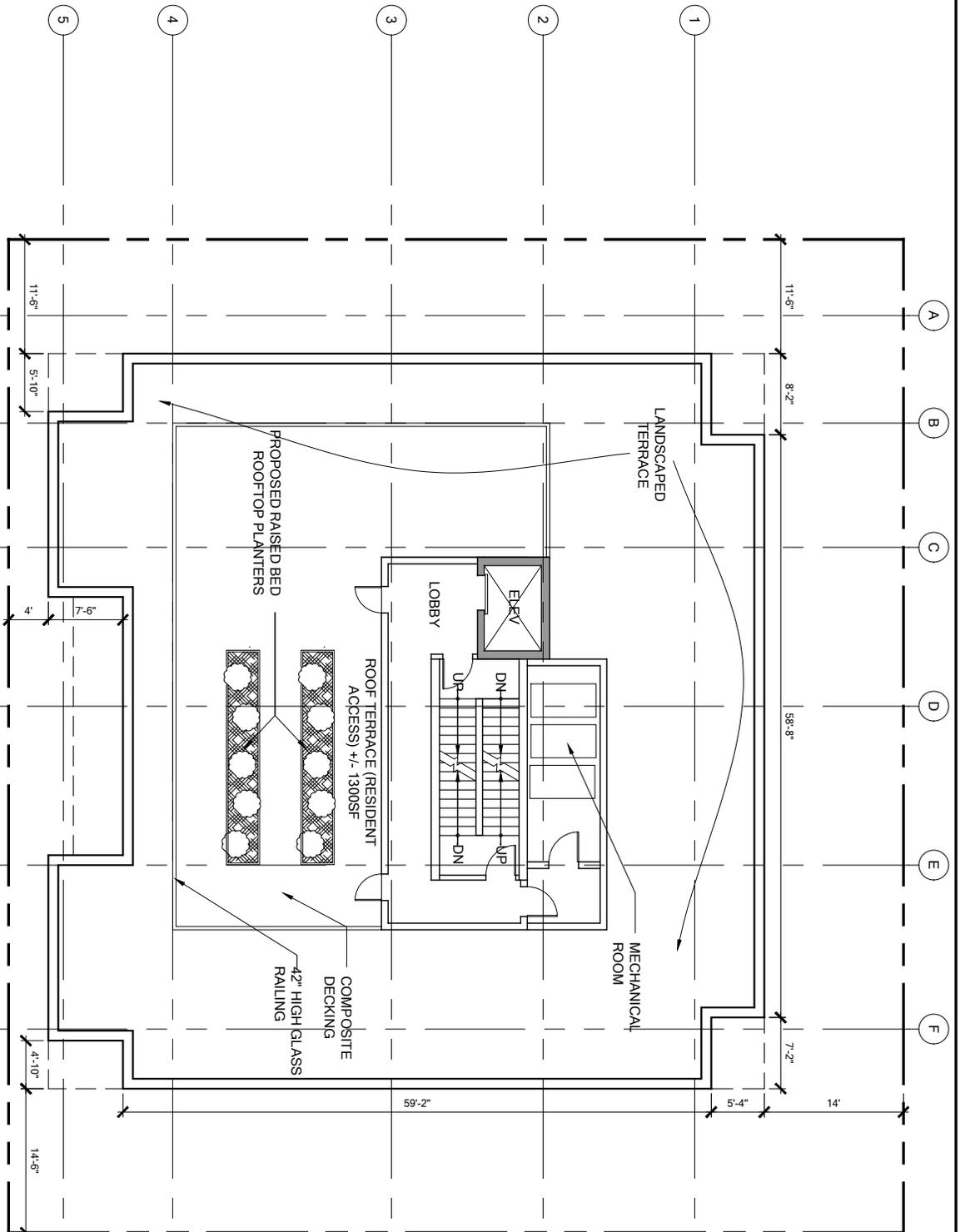
ISLEVILLE STREET AND ALMON STREET
 HALFAX, NOVA SCOTIA

REVISION	DATE	DRAWING	DATE
1. DA REVISIONS	2015-07-30	PENTHOUSE LEVEL	FEB 2015
2. DA REVISIONS	2015-09-03		



Michael Appler
 ARCHITECTURE Inc.
 SCALE: 1/16" = 1'-0"

DRAWING NO. A-105



1 ROOF PLAN
 A-106 SCALE: 1/16" = 1'-0"

PROPOSED MIXED-USE DEVELOPMENT

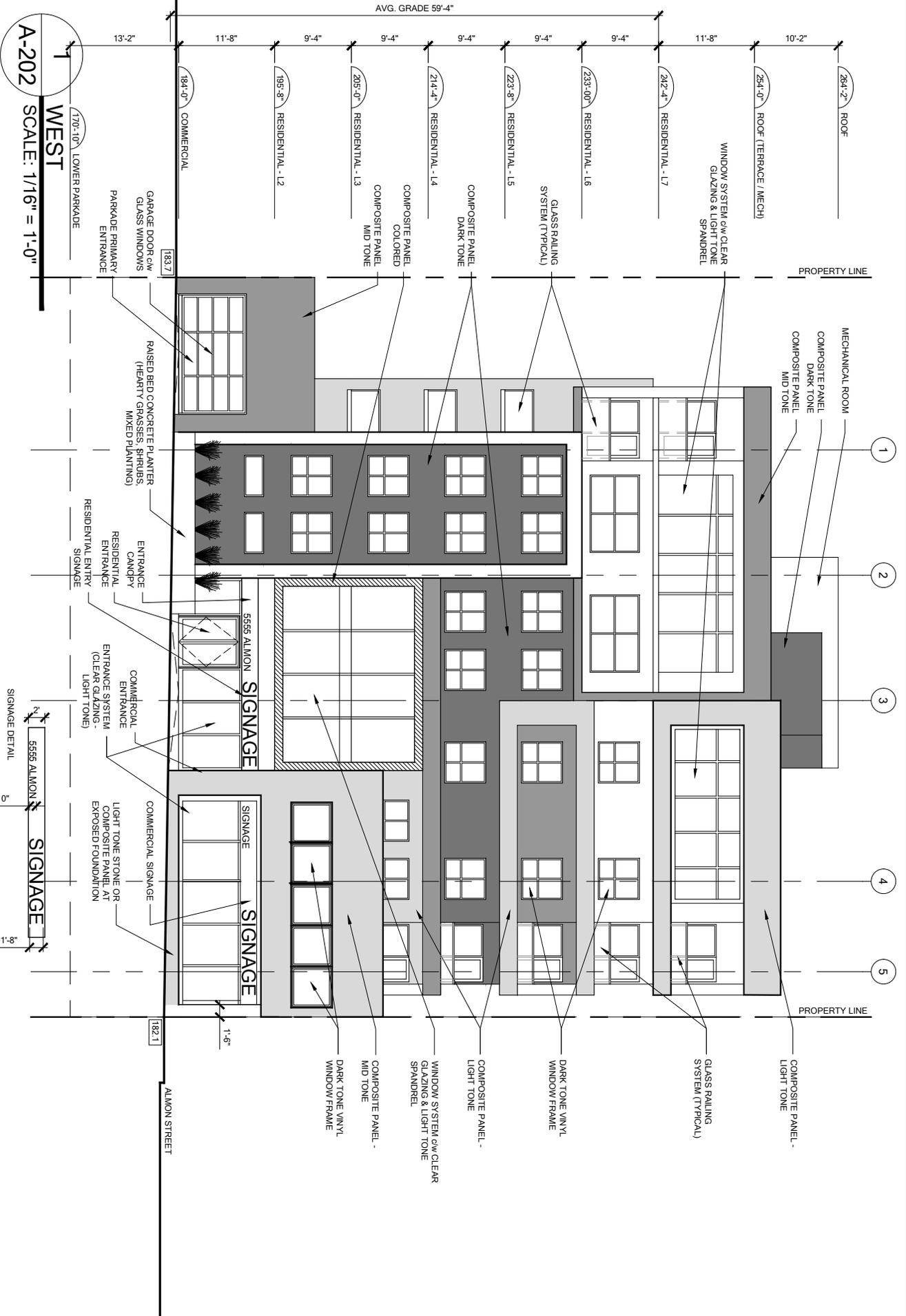
ISLEVILLE STREET AND ALMON STREET
 HALFAX, NOVA SCOTIA

REVISION	DATE	DRAWING	DATE
1. DA REVISIONS	2015-07-30	ROOF PLAN	FEB 2015
2. DA REVISIONS	2015-09-03		



SCALE: 1/16" = 1'-0"
 DRAWING NO. A-106

Schedule I - West Elevation



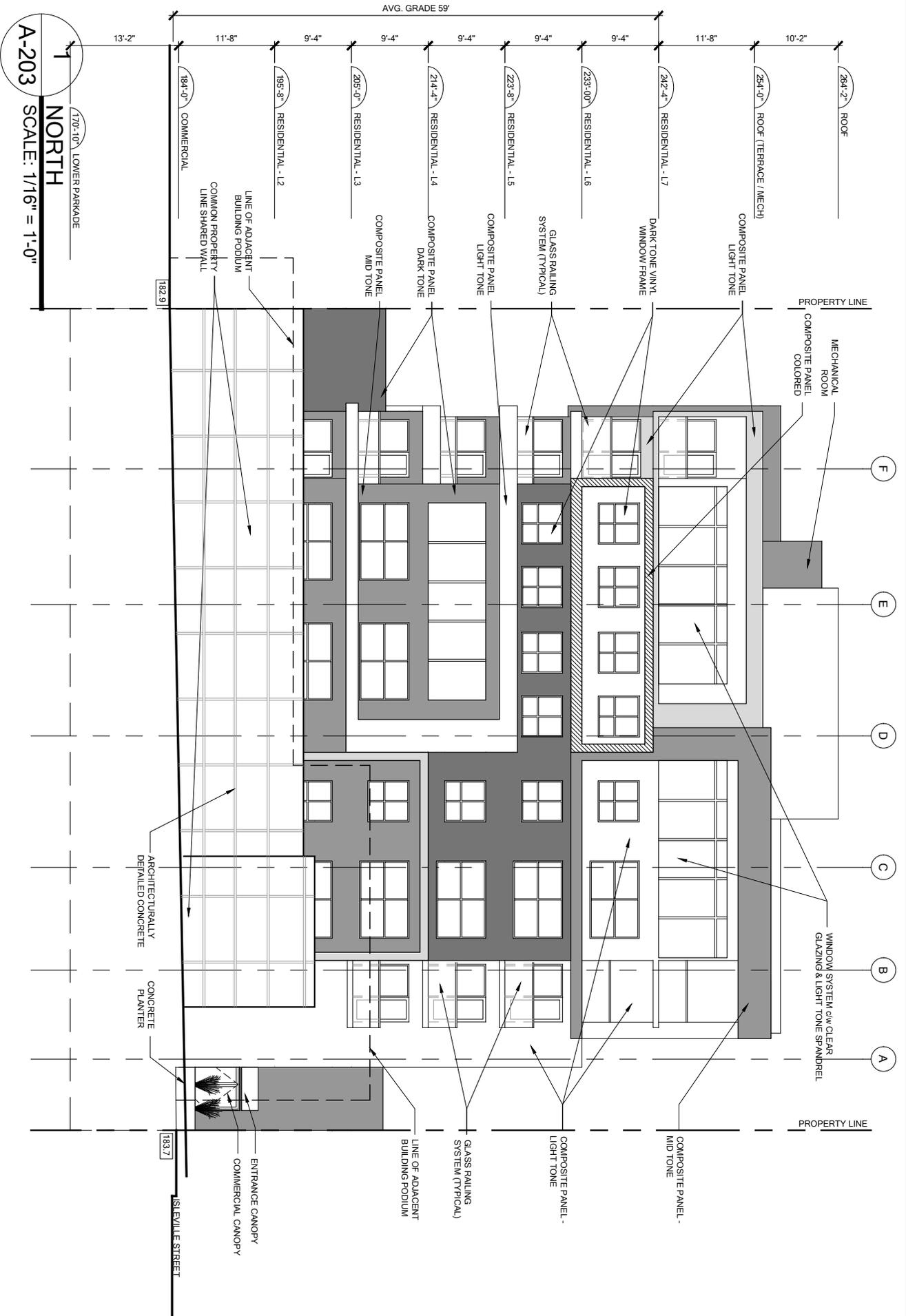
A-202
WEST
 SCALE: 1/16" = 1'-0"

PROPOSED MIXED-USE DEVELOPMENT
 ISLEVILLE STREET AND ALMON STREET
 HALFAX, NOVA SCOTIA

REVISION	DATE	DRAWING	DATE
1. DA REVISIONS	2015-07-30	WEST ELEVATION	FEB 2015
2. DA REVISIONS	2015-09-03	SCALE	DRAWING NO.
		1/16" = 1'-0"	A-202



Schedule J - North Elevation



1
NORTH
A-203
SCALE: 1/16" = 1'-0"
LOWER PARKADE
170'-10"

PROPOSED MIXED-USE DEVELOPMENT

ISEVILLE STREET AND ALMON STREET
HALFAX, NOVA SCOTIA

REVISION	DATE	DRAWING	DATE
1. DA REVISIONS	2015-07-30	NORTH ELEVATION	FEB 2015
2. DA REVISIONS	2015-09-03	SCALE	DRAWING NO.
		1/16" = 1'-0"	A-203



ARCHITECTURALLY
DETAILED CONCRETE

CONCRETE
PLANTER

ENTRANCE CANOPY
COMMERCIAL CANOPY

133.7
ISEVILLE STREET

132.9

F
E
D
C
B
A

PROPERTY LINE
MECHANICAL
ROOM
COMPOSITE PANEL
COLORED

PROPERTY LINE
WINDOW SYSTEM w/ CLEAR
GLAZING & LIGHT TONE SPANDEL

COMPOSITE PANEL
LIGHT TONE

COMPOSITE PANEL -
MID TONE

GLASS RAILING
SYSTEM (TYPICAL)

COMPOSITE PANEL -
LIGHT TONE

COMPOSITE PANEL
LIGHT TONE

GLASS RAILING
SYSTEM (TYPICAL)

COMPOSITE PANEL
DARK TONE

LINE OF ADJACENT
BUILDING PODIUM

COMPOSITE PANEL
MID TONE

LINE OF ADJACENT
BUILDING PODIUM
COMMON PROPERTY
LINE SHARED WALL

184'-0" COMMERCIAL

13'-2"

11'-8"

9'-4"

9'-4"

9'-4"

9'-4"

9'-4"

11'-8"

10'-2"

AVG. GRADE 59'

284'-2" ROOF

284'-0" ROOF (TERRACE / MECH)

282'-4" RESIDENTIAL - L7

283'-0" RESIDENTIAL - L6

283'-8" RESIDENTIAL - L5

284'-4" RESIDENTIAL - L4

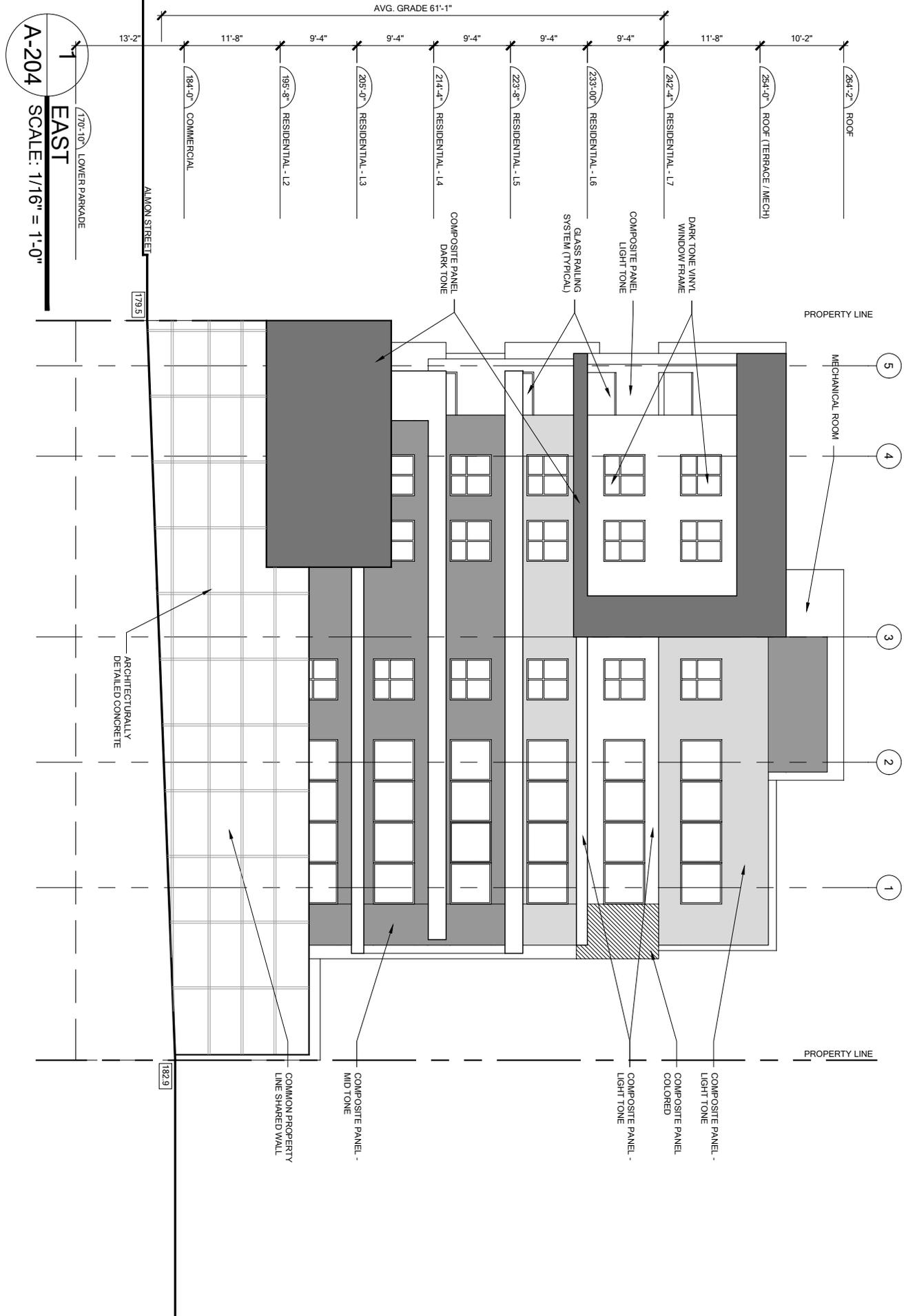
285'-0" RESIDENTIAL - L3

285'-8" RESIDENTIAL - L2

184'-0" COMMERCIAL

170'-10" LOWER PARKADE

Schedule K - East Elevation



A-204
EAST
 SCALE: 1/16" = 1'-0"

PROPOSED MIXED-USE DEVELOPMENT
 ISEVILLE STREET AND ALMON STREET
 HALIFAX, NOVA SCOTIA

REVISION	DATE	DATE	DRAWING	DATE
1. DA REVISIONS	2015-07-30		EAST ELEVATION	FEB 2015
2. DA REVISIONS	2015-09-03		SCALE	DRAWING NO.
			1/16" = 1'-0"	A-204

