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Item No. 13.1.1 (i)
North West Community Council
June 13, 2016

TO: Chair and Members of North West Community Council

Original Signed

SUBMITTED BY:

Bob Bjerke, Director of Planning and Development

DATE: May 20, 2016

SUBJECT: Case 18993 - Development Agreement for 636 Bedford Highway, Halifax

SUPPLEMENTARY REPORT

ORIGIN

- Application by Bluenose Inn & Suites Halifax Limited.
- October 30, 2015 staff report.
- January 11, 2016 Public Hearing by North West Community Council and motion requesting a supplementary report on several matters.

LEGISLATIVE AUTHORITY

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

RECOMMENDATION

It is recommended that North West Community Council:

1. Approve the proposed development agreement, which shall be substantially of the same form as set out in Attachment A, to develop a mixed use building at 636 Bedford Highway, Halifax.
2. Require the Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

On January 11, 2016, North West Community Council held a public hearing considering a development agreement for a mixed use building at 636 Bedford Highway. Community Council deferred consideration of the proposal and requested a supplementary report regarding the following matters:

- density of the proposed development; and
- the potential impact on existing view planes.

DISCUSSION

Density

Density in a planning context is one measure of the intensity of development, and is typically a measurement of the population or number of dwelling units in an area. It can be measured on a variety of scales ranging from single to multiple sites or from neighbourhoods to communities and beyond. In the case of this proposal, density is based on units per acre and population per acre to provide comparison with other developments.

Density can be used as a control in planning documents or development agreements to achieve a specific population goal or establish a maximum limit within a given area. Most commonly, limits on density are linked to the capacity of service systems such as sewer, water or road networks.

While density is an indicator of the intensity of a development, it is only a single measurement. It illustrates very little about a development itself in terms of form, typology, and can be deceptive when used to compare seemingly similar developments. If for example a large building contains many large 4-5 bedroom units within it, the calculation of units/acre would be low. If that same building were to be re-configured internally to include a number of smaller 1 bedroom units, the 'density' would increase despite the size of the building remaining the same. Similarly, measuring units per acre on a lot by lot basis is less telling about the true size of a development because this can be manipulated by placing the building on a differently sized lot. A small lot pushes the units per acre up while a larger lot forces this number down. This means that a building on a small lot can look on paper to be inappropriate when compared against others, although when seen in the physical context it may be appropriate.

Policy 1.8 of the Bedford Highway Secondary Plan enables the consideration of buildings taller than 35 feet by development agreement. The policy does not establish maximum limits for density, building size or height. The lack of guidance on these matters is common in planning policies as they are intended to allow for innovation and creativity in design based on the unique attributes of each site.

Attachment B provides a comparison of densities for all other sites in the immediate area of the proposal under consideration. Existing development ranges from 11.1 units per acre to 35.5 units per acre, while the proposed development is for 44.8 units per acre, plus commercial space. Staff advise that the proposed development and its density are appropriate for the site based on nearby development, the character of the community as a whole, and the unique site conditions. The applicable MPS policies establish several criteria that must be assessed for this proposal, in addition to the matter of density. If the proposal satisfies all the other criteria, then density alone should not be a matter of concern. The questions raised by the policy criteria include:

- does the density indicated cause any specific problems or issues;
- is there adequate parking;
- are the adjacent roads capable of supporting the development;
- are sewer and water services capable of supporting the development;
- is the bulk, mass and height of the building appropriate;

- does the proposed building overshadow its neighbours; and
- are the site and building well designed.

Views

As discussed in the October 30, 2015 staff report¹, there are no regulated view planes from private property in the area as HRM does not protect private views. However, MPS policy requires the potential for impacts on views from public spaces and active transportation corridors to be considered. The view from the parkland corridor that passes through the Bedros Lane condominium and apartment site has been assessed. The proposed building will not have an impact as it will not be visible from the corridor where it meets the Bedros Lane driveway for the following reasons:

- The difference in elevations and distance between the corridor and the proposed building;
- The roof of the proposed building being located below the viewing elevation;
- The height and placement of the existing buildings on Bedros Lane; and
- Existing vegetation.

Council requested that staff provide additional visualizations from a variety of viewpoints from surrounding buildings so that the impact of the proposed building on these surrounding properties be better understood. These visualizations are provided in Attachment C and are based on photographs taken from a variety of viewpoints from three properties in Bedros Lane. The developer prepared additional views using HRM's digital model of the neighbourhood and provided a more detailed and realistic rendering of the building. The view from each site includes an original image and a rendering of the proposed building from a similar vantage point. For demonstration purposes, comparisons of an original image, model rendering by the Developer, and a model rendering by the Municipality have been provided in Attachment D. Staff has reviewed the images and concur with the applicant that the renderings provided appear to accurately represent the impact of the building from a bulk and massing perspective. The renderings demonstrate that there are minimal impacts on views from developments on Bedros Lane, and are consistent with the conclusions contained in the October 30, 2015 staff report.

Views from the apartment building at 37 Larry Uteck Boulevard have not been modelled. This property, directly adjacent to the subject site, is at a much lower elevation than properties on Bedros Lane. Accordingly, even as of right development of the subject site at the allowable height of 35 feet can have significant impacts on views from 37 Larry Uteck Boulevard, depending on the viewing location within the building.

Council's concern regarding the views as discussed at the public hearing, specifically seem more focussed on the bulk, mass, and height of the proposal and how it integrates with the existing community rather than view planes. While staff considers the building to meet the policy requirements, it is noted that the building is of a scale that is near the maximum which staff would consider acceptable in terms of bulk, mass and height.

The goal of determining the appropriate scale of a proposed development is a difficult one where there are many variables at play. MPS policy is not prescriptive as to what the appropriate development might be, and as such a range of design options or building sizes could be considered acceptable by Council depending on the specific attributes of the site in question.

Changes to the Proposal

Staff has previously discussed options with the developer to further decrease the height of the building and subsequent to the public hearing raised the issue again. The developer has chosen to maintain the

¹ See staff report at <http://www.halifax.ca/Commcoun/central/documents/160111nwcc1011.pdf>

proposal as originally presented in the original staff report and at the public hearing. Attachment A reflects the development agreement presented to Council at first reading and the public hearing.

Conclusion

Staff advise that the proposed development agreement is consistent with the objectives and policies of the Halifax MPS. Therefore, it is recommended that North West Community Council approve the proposed development agreement (Attachment A).

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 2016/2017 budget with existing resources.

RISK CONSIDERATION

There are no significant risks associated with the recommendations contained within this report. This application may be considered under existing MPS policies. Community Council has the discretion to make decisions that are consistent with the MPS, and such decisions may be appealed to the N.S. Utility and Review Board. Information concerning risks and other implications of adopting the proposed development agreement are contained within the Discussion section of the original October 20, 2015 staff report.

COMMUNITY ENGAGEMENT

No additional community engagement has taken place since the October 30, 2015 staff report.

ENVIRONMENTAL IMPLICATIONS

No additional concerns were identified beyond those raised in the October 30, 2015 staff report, referenced in the background/discussion section above.

ALTERNATIVES

1. North West Community Council may choose to approve the proposed development agreement as contained in Attachment A subject to modifications. This may necessitate further negotiation with the applicant, a supplementary staff report and the need to hold a second public hearing. A decision of Council to approve the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. North West Community Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. A decision of 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
Attachment B: Comparison of Local Densities by Site
Attachment C: Visualizations of Proposed Building
Attachment D: Comparison of Pictures/Renderings

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: Andrew Bone, Planner III, Development Approvals, 902-490-6743

Original Signed

Report Approved by:

Kelly Denty, Manager, Current Planning, 902-490-4800

**Attachment A
Proposed Development Agreement**

THIS AGREEMENT made this day of **[Insert Month]**, 20___,

BETWEEN:

[Insert Name of Corporation/Business LTD.]
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY
a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 636 Bedford Highway, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the former Chebucto Community Council of the Municipality previously approved an application by Bedford Basin Estates Limited and The Armoyan Group Limited to enter into a Stage I development agreement (Municipal Case No. 7620) for the conceptual subdivision and development of the Royale Hemlocks Subdivision, which said agreement was entered into on November 17, 1998, and then registered at the Registry of Deeds in Halifax on November 20, 1998 as Document No. 37344, Book No. 6308, Pages 596 to 618 (hereinafter called the "Existing Agreement");

AND WHEREAS the former Chebucto Community Council approved, by resolution, a request to discharge the Existing Agreement at a meeting held on October 3, 2011, referenced as Municipal Case Number 17001 which said discharge agreement was registered at the Land Registry in Halifax as Document Number 99590201;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a mixed use, commercial and multiple unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 1.8 of the Bedford Highway Secondary Plan of the Halifax Municipal Planning Strategy and Section 74 of the Halifax Mainland Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 18993;

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 Halifax Mainland 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:

Building Height - means the vertical distance on a building between the average elevation at the face of the building (facing the Bedford Highway) and the highest point of the roof surface or the parapet of a flat

roof, whichever is the greater. Structures erected on a building and not used for human occupancy, such as chimneys, heating, ventilating or air conditioning equipment, solar or photo-voltaic panels, elevator housings, antennas, skylights, cupolas, spires and the like may exceed the maximum height of building provided that no part of the structure is more than fifteen (15) feet higher than the upper elevation of the building and the total horizontal coverage of such structures on the building does not exceed twenty-five (25) percent.

Floor height – means the vertical distance from the top of one finished floor to the top of the next successive finished floor.

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 18993:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Floor Plans
Schedule E	Elevations
Schedule F	Easement Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer:

- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement;
- (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement; and
- (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement.

3.2.2 Prior to the issuance of a Development 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) an outdoor lighting plan in accordance with Section 3.6 of this Agreement; a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.7 of this Agreement;
- (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; and
- (c) a Bedford Highway sidewalk design prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 3.5.6 of this Agreement; and
- (d) a release of easements from Parcels E-1 and E-2 as shown on Schedule F.

3.2.3 Prior to the issuance of the Occupancy Permit, the Developer shall:

- (a) have constructed a sidewalk and associated works along the street frontage within the public right-of-way according to Section 3.5.6 of this Agreement; and
- (b) provide 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 Section 3.7 of this Agreement.

- (c) provide to the Development Officer a letter prepared by a qualified person that the installation of lighting meets the requirements of the lighting plan according to Section 3.6.4 of this Agreement.

3.2.4 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 until after an Occupancy Permit has been issued by the Municipality. Upon the issuance of an Occupancy Permit, the Developer shall comply 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.

3.2.5 Upon the issuance of the first Occupancy Permit, the Developer shall confirm to the Development Officer that the requirements of this Agreement have been met.

3.3 General Description of Land Use

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

- (a) uses permitted within the zone applied to the Lands subject to the provisions contained within the Halifax Mainland Land Use By-law as amended from time to time; or
- (b) a mixed use commercial and residential building including indoor and outdoor amenity space, underground and surface parking, and containing a maximum of one-hundred and two (102) residential dwelling units, and a maximum of 650.3 square metres (7,000 square feet) of commercial spaces subject to the terms and conditions of this agreement.

3.3.2 Commercial land uses permitted in subsection 3.3.1 (b) are the following:

- (a) A store for the purpose of retail trade, rental and services only, excluding:
 - (i) motor vehicle dealers;
 - (ii) motor vehicle repair shops which such shops are not primarily engaged in providing service station facilities;
 - (iii) adult entertainment uses; and
 - (iv) amusement centres
- (b) Bank or financial institution;
- (c) public hall;
- (d) municipal building;
- (e) restaurant with less than 92.9 sq. metres (1,000 square feet) of seating area;
- (f) radio, television, and electrical appliance repair shops;
- (g) watch and jewellery repair shops;
- (h) a store for the purpose of personal service including shoe repair shops, barber and beauty shops, dry cleaners, self- service laundries, funeral services, and excepting massage parlours, adult entertainment uses and amusement centres;
 - (i) offices;
 - (j) day care facility;
 - (k) community facilities;
 - (l) commercial recreation use;
 - (m) pool hall ; and
 - (n) any use accessory to any of the foregoing uses.

3.4 Siting and Architectural Requirements

3.4.1 The building shall be located as shown on Schedule B.

3.4.2 The building's exterior design shall be developed as illustrated on the Schedules inclusive of exterior building materials, colour and tone, emphasized building entry points utilizing material

changes, and overall form. The Development Officer may permit minor variation to the shape, size and the placement of elements of the building provided the following:

- a) the size of the building is not increased;
- b) the separation distance between the building and abutting residential properties is not decreased; and
- c) the variation in yards does not exceed 0.6 metres (2 feet).

- 3.4.3 The building height shall not exceed 30.48 metres (100 feet) as shown on Schedule E. Building floor heights shall be consistent with the Schedules. The Development Officer may permit a variation in floor height to a maximum of 0.3m (1 foot) per floor provided the total height of the building is not greater than 30.48 metres (100 feet).
- 3.4.4 The ground floor elevation of the building shall be no greater than 18.29 metres (60.0 feet) above sea level. Notwithstanding the previous statement, the Development Officer may permit a 0.5 metre (1.64 feet) increase in the ground floor elevation provided all other requirements of the agreement can be met. Decreases in the ground floor elevation are permitted.
- 3.4.5 Balconies shall be provided for each dwelling unit and balcony railings shall be constructed of metal or aluminium framing with glass inserts.
- 3.4.6 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where possible these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.7 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, architectural detail or a combination of such elements.
- 3.4.8 Any exposed foundation in excess of 2 feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.9 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Bedford Highway, Larry Uteck Boulevard or abutting properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.4.10 Roof mounted telecommunication equipment shall be integrated into the roof design of the building.
- 3.4.11 Floor plans identified on Schedule D are conceptual in nature and the Development Officer may permit changes to the internal configuration of the building provided all other intents of the agreement are met.

3.5 Parking, Circulation and Access

- 3.5.1 A minimum of one-hundred and fifty (150) vehicle parking spaces shall be required through a combination of underground and surface parking. A minimum of 112 parking spaces shall be assigned to the residential dwelling units, including 10 visitor parking spaces. Visitor parking spaces shall be clearly demarcated and identified.
- 3.5.2 A minimum of thirty-seven (37) exterior parking spaces shall be provided and sited as shown on Schedule B. The parking spaces shall maintain setbacks from the property lines as shown on Schedule B. Parking spaces shall be 9 feet (2.74m) by 19 feet (5.79m) in size except where small car spaces are shown on Schedule B. Small car parking space shall be a minimum of 9 feet (2.74m) by 17 feet (5.18m). Accessible parking spaces shall be as required by the Nova Scotia Building Code Regulations, as may be amended from time to time.

- 3.5.3 The exterior parking areas shall be hard surfaced.
- 3.5.4 The limits of the exterior parking areas shall be defined by curbing, and fencing or landscaping.
- 3.5.5 A hard surface pedestrian walkway network shall be provided as shown on Schedule B and shall include pedestrian access to the Bedford Highway. All walkways shall be a minimum of 1.5 m (5 feet) wide and be designed to be accessible with a grade of 5 percent or less unless otherwise approved by the Development Engineer of the Municipality. Additional walkways not shown on Schedule B shall be permitted.
- 3.5.6 The Developer shall construct a sidewalk and associated works along the Bedford Highway street frontage within the public right-of-way as shown on Schedule B prior to the issuance of the Occupancy Permit. The sidewalk shall run from the corner of Larry Uteck Boulevard and the Bedford Highway and end at the shared property line with civic 644 Bedford Highway. The sidewalk and associated works shall meet the design and construction standards of the Municipality as required by the Development Engineer of the Municipality. All costs for the construction of this work shall be at the Developer's cost. It shall be the responsibility of the Developer to coordinate the alignment and construction of the sidewalk with adjacent land owners which are developing lands to the north of the site.
- 3.5.7 Further to Section 3.5.6, where the weather and time of year does not allow the completion of the sidewalk prior to the 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 qualified professional. 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 Outdoor Lighting

- 3.6.1 Outdoor lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.6.2 Freestanding security lighting shall not exceed a height of 18 feet. All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 3.6.3 The Developer shall have a qualified person prepare an exterior lighting plan for the building and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
 - (b) Demonstration that the outdoor lighting plan has been designed in accordance with Crime Prevention Through Environmental Design (CPETD) principles ensuring adequate lighting for all areas of the site; and
 - (c) Certification from a qualified person that the lighting plan meets the requirements of this agreement.
- 3.6.4 Upon the issuance of an Occupancy Permit the Developer shall provide to the Development Officer a letter from a qualified person that the installation of lighting meets the requirements of

the lighting plan and this Agreement.

3.7 Landscaping

- 3.7.1 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan. 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. Changes to the landscape plan may be permitted in order to accommodate an active transportation trail.
- 3.7.2 The Landscape Plan shall include elements as shown on Schedule C and provide for landscaping of all disturbed areas. The Development Officer may allow for minor changes to the Landscaping Plan.
- 3.7.3 Prior to the issuance of the 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 in accordance to the terms and conditions of this Agreement.
- 3.7.4 Notwithstanding Section 3.7.3, where the 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.

3.8 Amenity Space

- 3.8.1 The Developer shall provide indoor and outdoor amenity space as shown on the Schedules and as follows:
- a) Indoor amenity space (minimum)
 - (i) 8th Floor Amenity: 46.5 sq. m. (500 square feet);
 - (ii) 7th Floor Amenity: 157.9 sq. m. (1,700 square feet); and
 - (iii) 1st Floor Amenity: 334.4 sq. m. (3,600 square feet)
 - b) Outdoor landscaped Amenity space (minimum)
 - (i) Northwest Courtyard: 1207.7 sq. m. (13,000 square feet);
 - (ii) Southwest Entrance: 260.1 sq. m. (2,800 square feet) including walkway;
 - (iii) Southern (Larry Uteck) Road Frontage: 139.4 sq. m. (1,500 square feet); and
 - (iv) 7th Floor Rooftop : 56.9 sq. m. (613 square feet).

3.9 Maintenance

- 3.9.1 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.
- 3.9.2 All disturbed areas shall be landscaped if not required for parking or building.

3.10 Temporary Construction Building

A construction building 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 construction building shall be removed from the Lands upon the issuance of the Occupancy Permit.

3.11 Screening

3.11.1 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from neighbouring properties and along Bedford Highway. 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 Signs

3.12.1 Ground Signs shall be permitted subject to the following:

- (a) two shared ground signs shall be permitted for the commercial portion of the building, one for each frontage on a public street;
- (b) each sign shall have a maximum overall vertical height of 7.63 m (25 feet);
- (c) each sign may have only two faces, and the maximum area for the sign per face shall be 27.87 sq. m. (300 square feet) exclusive of the sign's supports and mounts;
- (d) the signs shall be located as shown on Schedule B. The Development Officer may permit minor changes (maximum 1.5 m (5 feet)) to the location of signs provided the sign does not cause a traffic hazard; and
- (e) An additional ground sign shall be permitted to identify the main entrance to the multiple unit residential portion of the building. The location of such sign shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 m (10 feet) and the face area of any sign shall not exceed 4.65 sq. m. (50 square feet). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.

3.12.2 Projecting Signs shall be permitted subject to the following:

- (a) the area for that portion of the sign which projects beyond any wall or roof shall not exceed twenty 2 sq. m (20 square feet);
- (b) the sign shall not project horizontally more than 1.8 m (6 feet) from any wall to which it is attached;
- (c) the sign shall not be erected below a height of 3 m (10 feet) or exceed a height of 10.7 m (35 feet);
- (d) the sign shall not be permitted to swing freely on its supports; and
- (e) one projecting sign shall be permitted per commercial unit.

3.12.3 Fascia signs shall be permitted subject to the following:

- (a) no sign shall extend above the top of the wall on which it is attached;
- (b) no sign shall project beyond the extremities of the wall on which it is attached;
- (c) the maximum height of a fascia sign shall be 1.4 m (4.6 feet);
- (d) the maximum width of fascia sign shall be the width of the retail unit for which the sign is intended;
- (e) no sign shall not project more than 30 cm (12 inches) from the wall of the building; and
- (f) one fascia sign shall be permitted per commercial unit except for corner units where one additional facial sign shall be permitted.

3.12.4 Billboard signs shall not be permitted on the Lands.

3.12.5 The Development Officer may permit illuminated signs provided the Development Officer is satisfied that the sign does not cause a traffic hazard and meets the requirements of clause 3.6.1.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

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 the Development Officer, in consultation with the Development Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation or extension of services including, but not limited to, sewer, storm sewer, water and other underground services, overhead wires, curb and gutter, sidewalks and turning lanes to accommodate the needs of the development as directed by the Development Officer, in consultation with the Development Engineer and other relevant agencies.

4.3 Solid Waste Facilities

- 4.3.1 The building shall include designated space for multiple stream (refuse, recycling and composting) source separation services consistent with the Solid Waste Resource Collection and Disposal By-law. 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.
- 4.3.2 Refuse containers and waste compactors shall be confined to the loading areas of the building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1 All private storm water facilities shall be maintained in good order by the Developer in order to maintain full storage capacity on the Lands.

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plans

Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration 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, stamped and certified 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, stamped and certified 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 Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Site Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.3 Stormwater Management System

The Developer agrees to construct at its own expense the Stormwater Management System pursuant to Subsection 5.2(c). 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.

5.4 Failure to Conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) Conversion of a maximum of 50 percent of the commercial space identified in Section 3.3.1 to residential units;
- (b) Exclusive of any additional units allowed under (a), an increase in the number of dwelling units identified in Section 3.3.1 (b) by up to five percent (maximum five additional units) provided the volume of the building does not increase;
- (c) Minor changes to the siting and architectural design of the building as outlined in Section 3.4 of this Agreement, including changes in cladding material, which are beyond the authority of the Development Officer under Sections 3.1 or 3.4 of this Agreement;
- (d) Changes to the sign provisions identified under Section 3.12 of this agreement;
- (e) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

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 three (3) 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 Building 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

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 Halifax Mainland, as may be amended from time to time.

7.5 Discharge of Agreement

If the Developer fails to complete the development after five (5) 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

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 fourteen (14) 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.

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: _____

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

HALIFAX REGIONAL MUNICIPALITY

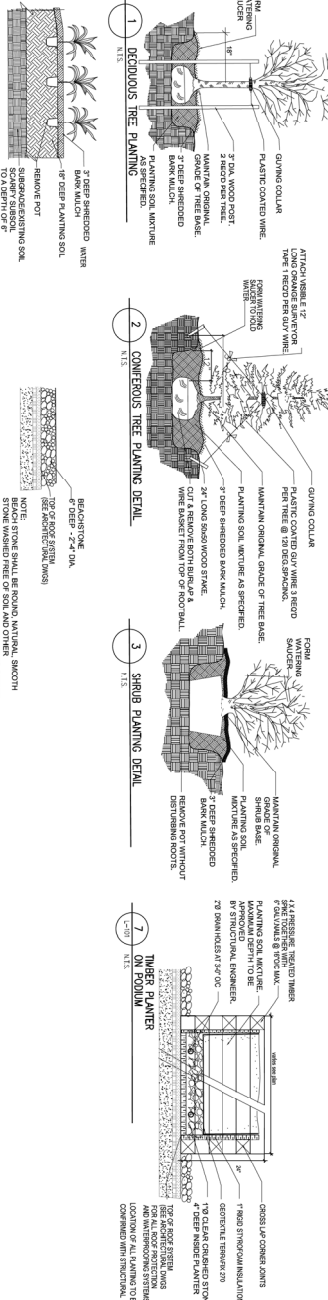
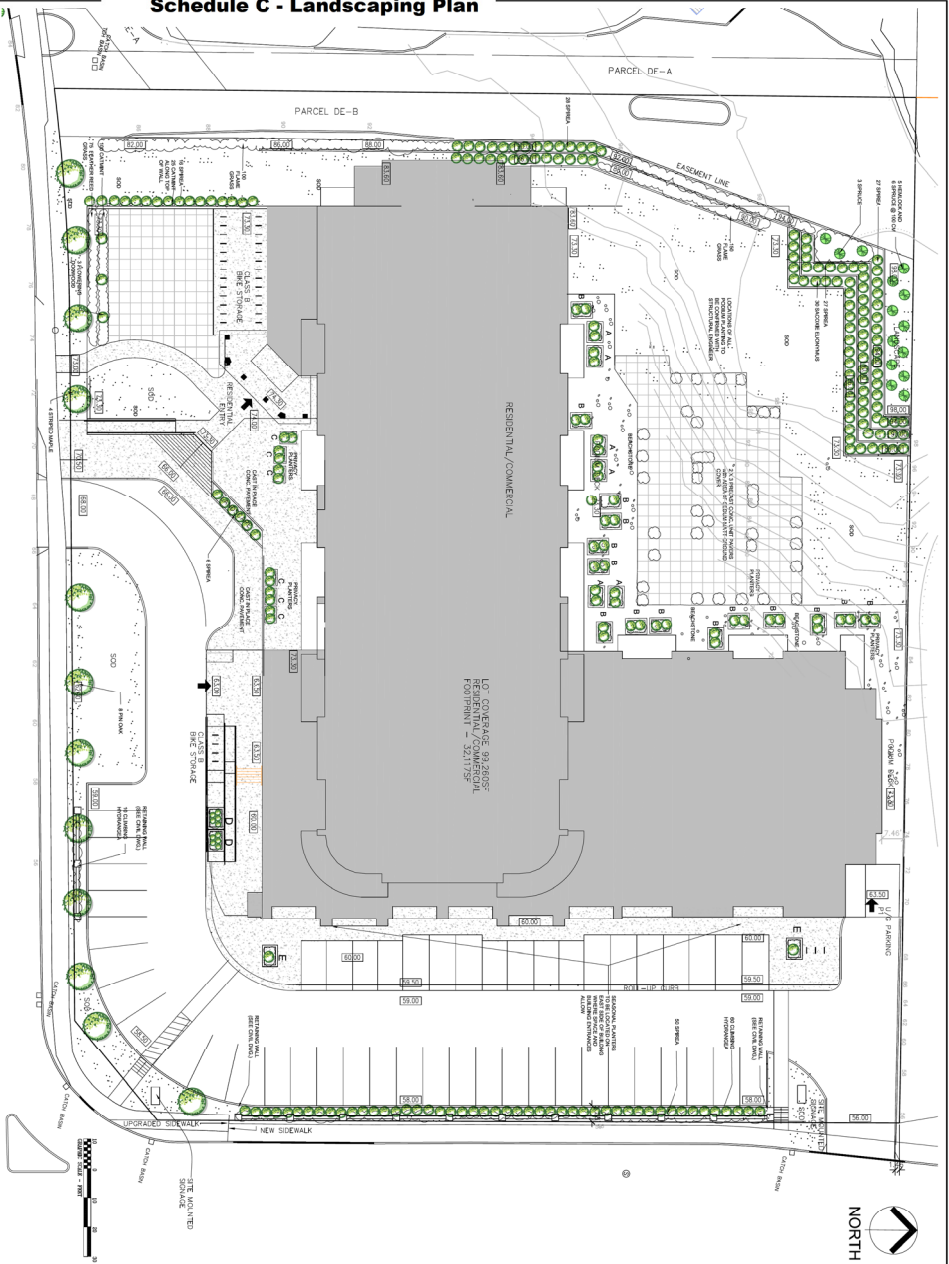
Witness

Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

Attachment A Schedule C - Landscaping Plan



LANDSCAPE SPECIFICATIONS

1. CONSTRUCTION OF BEDDING - ALL MEMBERS IN GOOD STANDING OF A MEMBER OR MEMBERS OF THE COMMON AREA SHALL BE MAINTAINED TO THE ORIGINAL CONDITION.

2. PLANTING - ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE LANDSCAPE SPECIFICATIONS AND THE CITY OF EDMONTON'S PLANTING SPECIFICATIONS. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDMONTON'S PLANTING SPECIFICATIONS. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDMONTON'S PLANTING SPECIFICATIONS.

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PLANT LIST (PLANTS IN PLANTERS)

QTY.	PLANTER	INTERIOR DIMENS.	PLANTS PER PLANTER
6	PLANTER A	4' X 6'	2 HICKS YEW / 12 CERANIUM
15	PLANTER B	4' X 6'	2 CEDAR / 12 CANTANT
6	PLANTER C	3' X 5'	2 BOXWOOD / 12 CERANIUM ROZANNE
2	PLANTER D	4' X 6'	5 SPRELLA / 12 GERANIUM ROZANNE / 1 DOOG WOOD / 15 CANTAM

PLANT LIST (PLANTS NOT IN PLANTERS)

QTY.	BOTANICAL NAME	COMMON NAME	SIZE / CONDITION
2	SPREALED DOGWOOD	FLORENCE DOGWOOD	1 GAL POT
2	CORNUS KOUSA	FLORENCE DOGWOOD	4 SPRAWL
1	SPREALED DOGWOOD	FLORENCE DOGWOOD	4 SPRAWL

PLANT LIST (PLANTS NOT IN PLANTERS)

QTY.	BOTANICAL NAME	COMMON NAME	SIZE / CONDITION
1	SPREALED DOGWOOD	FLORENCE DOGWOOD	4 SPRAWL
1	SPREALED DOGWOOD	FLORENCE DOGWOOD	4 SPRAWL

PROJECT NOTES

- 1) THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR THE LANDSCAPE PLAN AND SHALL BE RESPONSIBLE FOR THE COST OF SUCH PERMITS AND APPROVALS.
- 2) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL PLANTING MATERIALS AND LABOR. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDMONTON'S PLANTING SPECIFICATIONS.
- 3) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL PLANTING MATERIALS AND LABOR. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDMONTON'S PLANTING SPECIFICATIONS.
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- 16) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL PLANTING MATERIALS AND LABOR. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDMONTON'S PLANTING SPECIFICATIONS.
- 17) THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL PLANTING MATERIALS AND LABOR. ALL PLANTING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF EDMONTON'S PLANTING SPECIFICATIONS.

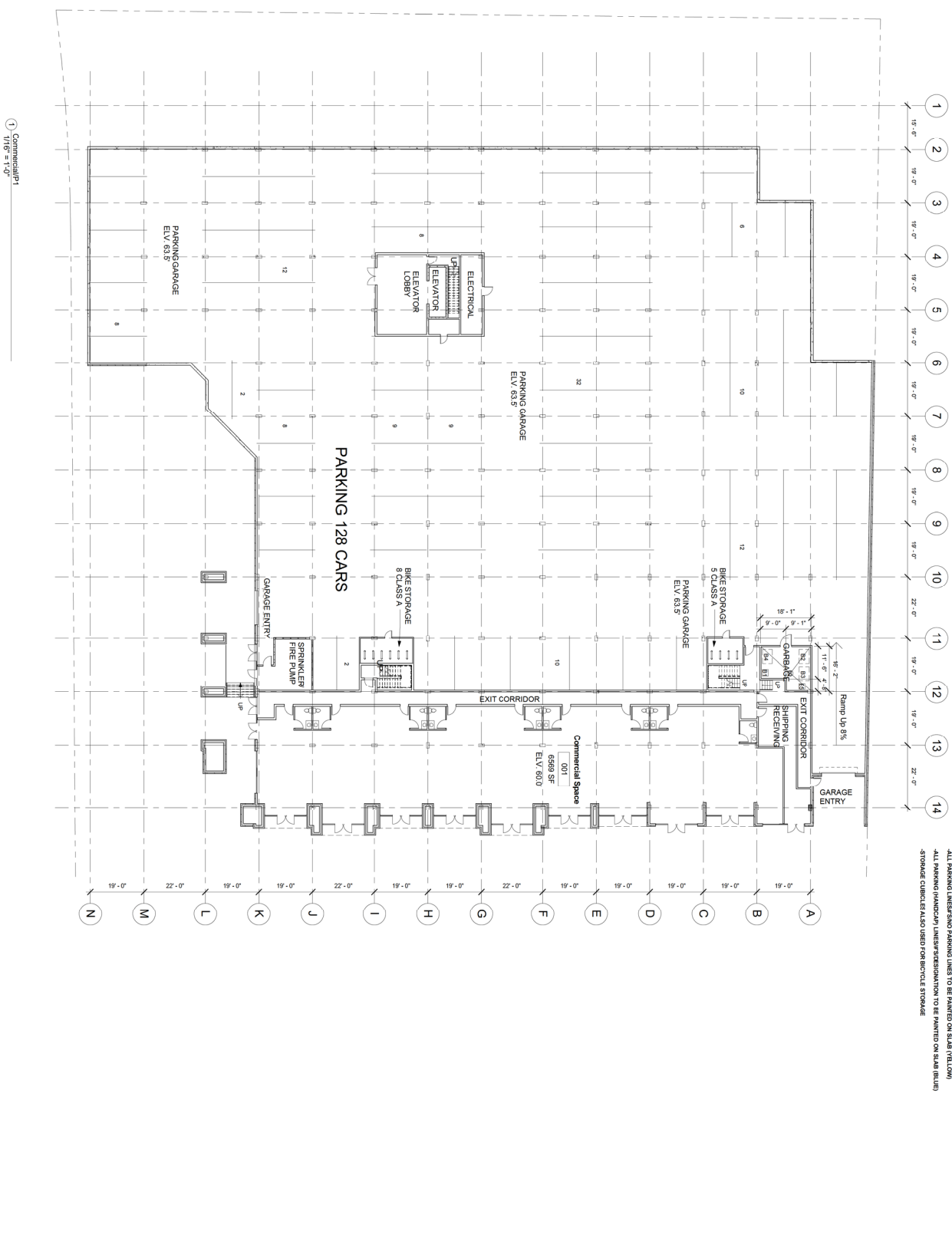
Paul Smer Associates Ltd.
ARCHITECTS
PHONE: 403-452-4461
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Edmonton, Alberta, Canada T6A 3S8
E-Mail: paul@psmer.com

Origin Sign
LANDSCAPE ARCHITECTS
1100 - 10th Avenue S.E., Suite 200
Edmonton, Alberta, Canada T6A 3S8
E-Mail: paul@psmer.com

REV.	DATE	BY	CHKD.	APPROVED	PROJECT
1	AUG 27 2014	AS	AS	AS	LANDSCAPE CONCEPT PLAN
2	AUG 27 2014	AS	AS	AS	LANDSCAPE CONCEPT PLAN
3	AUG 27 2014	AS	AS	AS	LANDSCAPE CONCEPT PLAN
4	AUG 27 2014	AS	AS	AS	LANDSCAPE CONCEPT PLAN
5	AUG 27 2014	AS	AS	AS	LANDSCAPE CONCEPT PLAN

PROJECT: COMMERCIAL/RESIDENTIAL
LOT 6B-H-HOVR
HALIFAX, N.S.

Attachment A
Schedule D - Floor Plans 1 of 9



Commercial P1
1/16" = 1'-0"

NOTE:
STRUCTURAL DRAWINGS TO BE READ IN CONJUNCTION WITH ALL ARCHITECTURAL DRAWINGS.
SEE MECHANICAL, ELECTRICAL, PLUMBING, AND HVAC DRAWINGS FOR LOCATION & SIZE OF ALL HOLES, INFORMATION WALLS & STRUCTURAL SLABS. ROOM NOLES ARE INDICATED ON ARCHITECTURAL FOR FINAL LOCATION/SCOPE (SEE MECH/ELECT/PLUMB).
ALL PARKING (HANDICAP) LINES/PRESCRIPTIONS TO BE PAINTED ON SLAB (BLUE).
STORAGE CUBICLES ALSO USED FOR BIKE/STORAGE

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Fax: 902-455-7778
email: drawing@sherry.ca

NOTES:
1) THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION AND REPORTING ANY DISCREPANCY TO THE ARCHITECT BEFORE PROCEEDING.
2) DO NOT SCALE FROM DRAWINGS USED FOR PRELIMINARY REPRESENTATIONS UNLESS IN WRITING WITH DETAILS SPECIFIC & SCHEDULED IN THE DRAWINGS.
3) CHANGES FROM THESE PLANS & SPECS. MUST BE APPROVED BY THE ARCHITECT & CONTRACTOR BEFORE PROCEEDING.
4) ONLY THESE DRAWINGS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION.
5) THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE SPECS.



No.	Description	Date
1	Issued for I.O.A.	5/6/12
2	Revised for I.O.A. Comment	2/2/13
3	Revised for I.O.A. Comment	2/2/13

COMMERCIAL/
RESIDENTIAL PROJECT
LOT#6F-B
BEDFORD HIGHWAY
HALIFAX, NS

Floor Plans -
Commercial

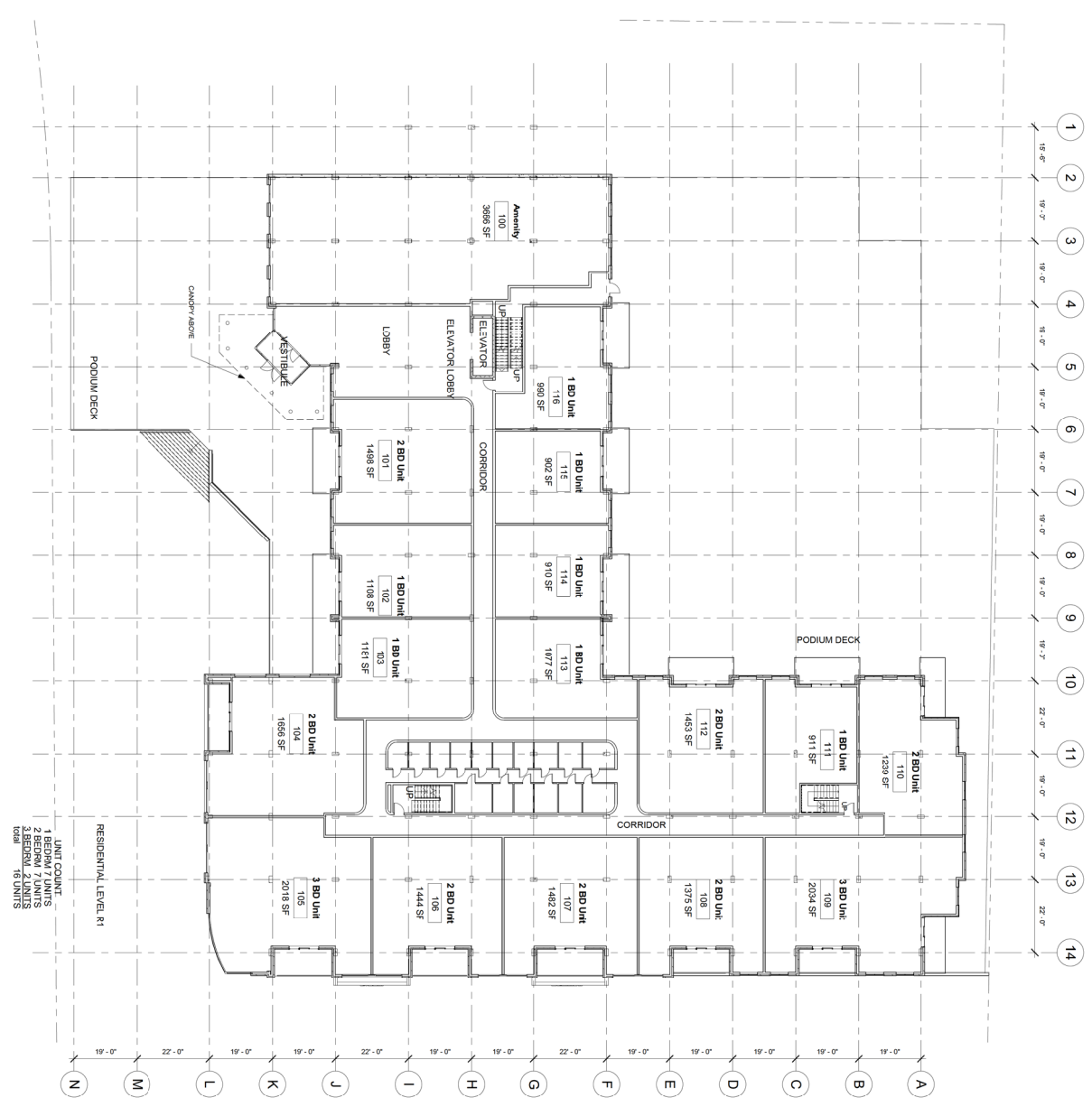
Scale: 1/16" = 1'-0"
Date: Feb. 05, 14
Drawn by: G.I.
Checked by: P.S.

A3.0

Project Number: 2879

Attachment A
Schedule D - Floor Plans 2 of 9

R1/P2
1/16" = 1'-0"



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Fax: 902-455-7778
email: drawing@sherry.ca

NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO COMMENCING WORK.
- 2) ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.
- 3) DRAWING REPRESENTATION MAY VARY IN SCALE FROM DIMENSIONS USED FOR CONSTRUCTION.
- 4) CHANGES FROM THESE PLANS & SPECS MUST BE APPROVED BY THE ARCHITECT & OWNER BEFORE PROCEEDING WITH CONSTRUCTION.
- 5) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION.
- 6) THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE SPECS.



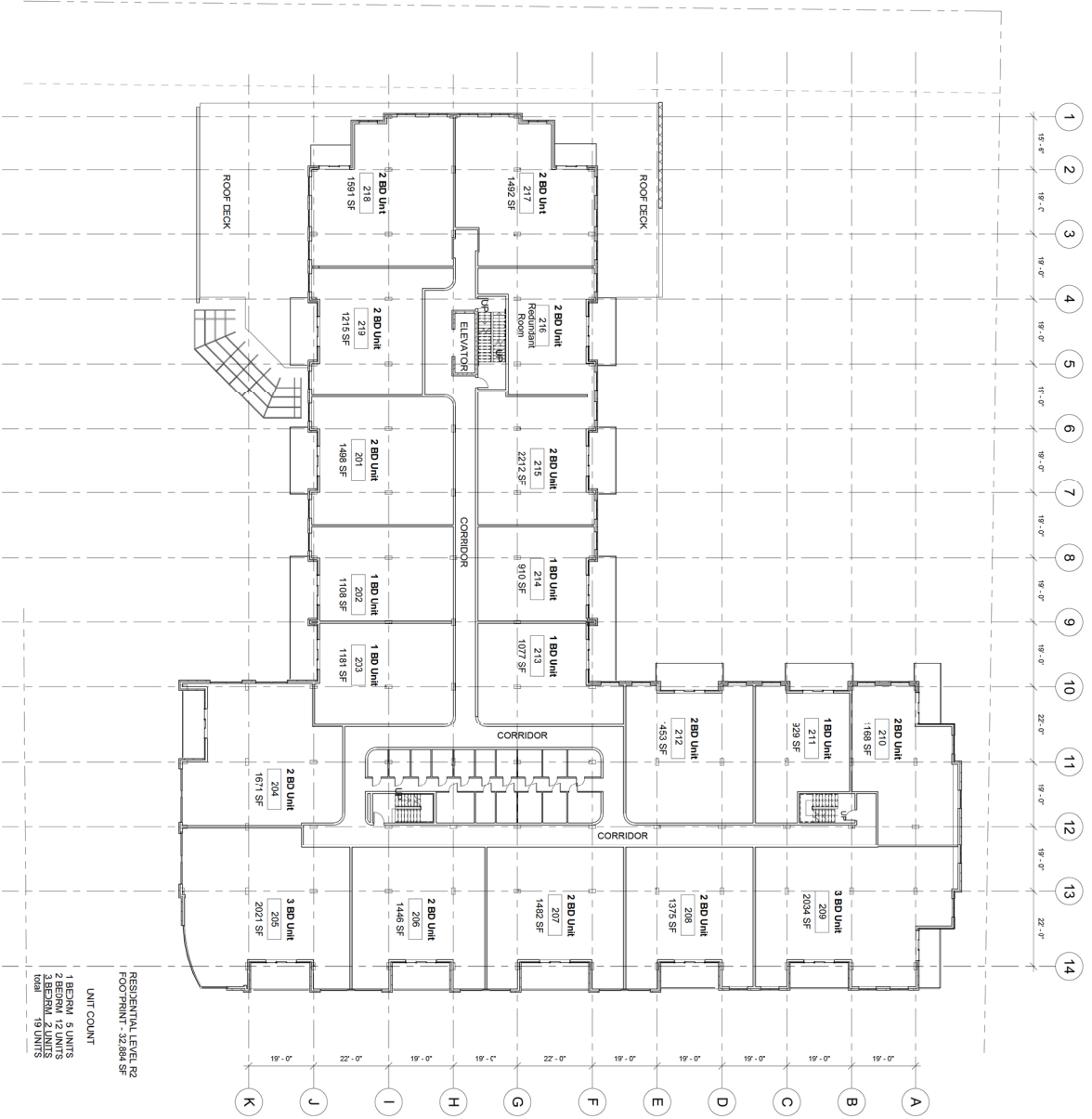
No.	Description	Date
1	Issued for D.R.	05/12
2	Revised for Comments	05/12
3	Revised for Comments	05/14
4	Revised for Comments	05/15
5	Revised for Comments	05/15
6	Revised for Comments	05/15

COMMERCIAL/ RESIDENTIAL PROJECT
Floor Plans - R1/P2

Scale: 1/16" = 1'-0"
Date: F8/25/14
Drawn by: GJ
Checked by: FS
Project number: 2879

A3.1

Attachment A
Schedule D - Floor Plans 3 of 9



1/16" = 1'-0"

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NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE SITE AND ADJUSTING THE DRAWINGS AND SPECIFICATIONS THEREOF BEFORE PROCEEDING.
- 2) DRAWING REPRESENTATIONS MAY VARY IN SCALE FROM DIMENSIONS USED FOR THE CONSTRUCTION OF THE PROJECT.
- 3) DRAWING REPRESENTATIONS MAY VARY IN SCALE FROM DIMENSIONS USED FOR THE CONSTRUCTION OF THE PROJECT.
- 4) CHANGES FROM THESE PLANS & SPECS MUST BE APPROVED BY THE ARCHITECT & OWNER BEFORE PROCEEDING.
- 5) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION SHALL BE USED FOR CONSTRUCTION. DIMENSIONS ARE TO BE READ IN CONFORMANCE WITH THE SPECS.



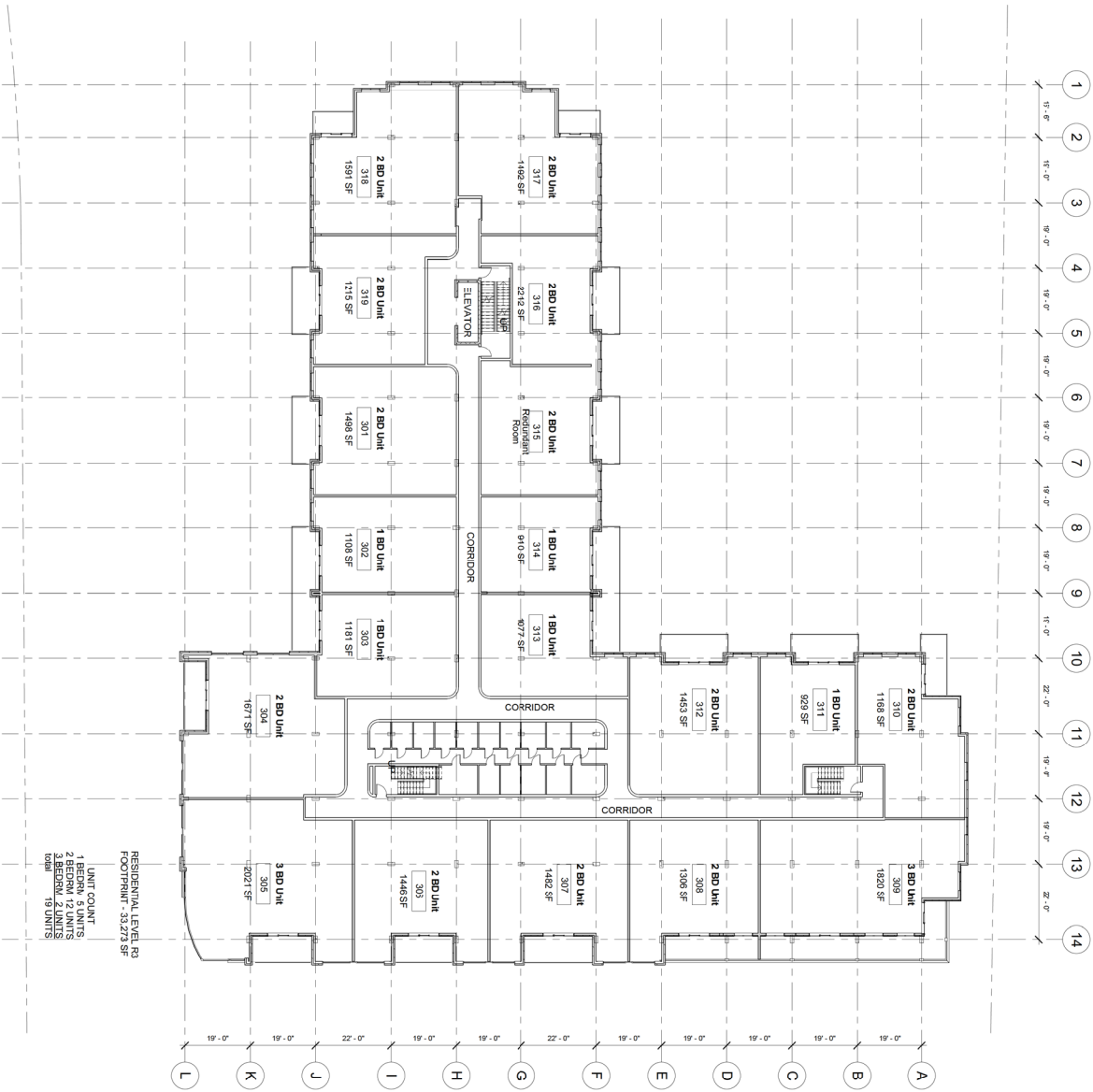
No.	Description	Date
1	Issued for I.D.	15/11/12
2	Revised per Owner Comments	15/11/12
3	Revised per Owner Comments	15/11/12
4	Revised per Owner Comments	15/11/12
5	Revised Plans	12/07/14

COMMERCIAL/ RESIDENTIAL PROJECT
Floor Plans - R2

Scale: 1/16" = 1'-0"
Date: 10/07/14
Drawn by: JMB/08/14
Checked by: GJL
Project Number: 28779

A3.2

Attachment A
Schedule D - Floor Plans 4 of 9



R3
1/16" = 1'-0"

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NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE EXISTING STRUCTURE PRIOR TO THE ARCHITECT BEFORE PROCEEDING.
- 2) DO NOT SCALE FROM DRAWINGS USED FOR PRELIMINARY REPRESENTATION UNLESS IN VARIANCE WITH THE CONTRACT DOCUMENTS. THE DRAWINGS WILL BE REVISED TO REFLECT ANY CHANGES FROM THESE PLANS & SPECS. MUST ARCHITECT & OWNER APPROVE ANY CHANGES PRIOR TO CONSTRUCTION.
- 3) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION. OTHER DRAWINGS ARE TO BE READ IN CONNECTION WITH THE SPECS.



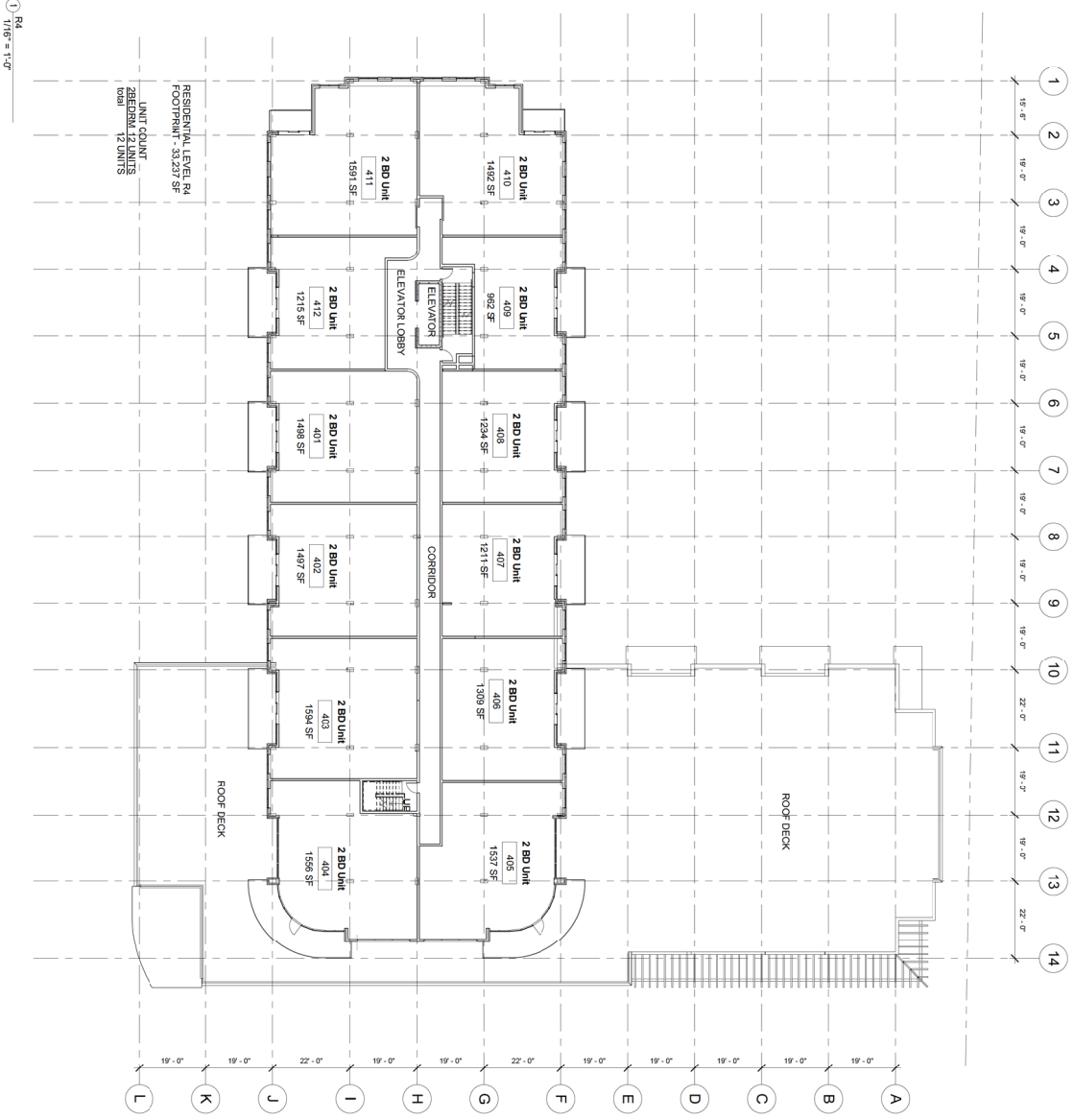
No.	Description	Date
1	Issued for I.D.	05/11/12
2	Revised for I.D.	05/11/12
3	Revised for I.D.	05/11/12
4	Revised for I.D.	05/11/12
5	Revised for I.D.	05/11/12

COMMERCIAL/
RESIDENTIAL PROJECT
LOT #61-B
BEDFORD HIGHWAY
HALIFAX, NS

Floor Plans - R3

Scale: 1/16" = 1'-0"
Date: 04/29/14
Drawn by: JMS/MS/L
Checked by: JMS
Project Number: 2879

Attachment A
Schedule D - Floor Plans 5 of 9



R4
1/16" = 1'-0"

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Fax: 902-455-7778
email: drawing@sherry.ca

NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO COMMENCEMENT OF WORK AND ARCHITECT BEFORE PROCEEDING.
- 2) DO NOT SCALE FROM DRAWINGS USED FOR FIELD.
- 3) DRAWING REPRESENTATION MAY VARY IN SCALE AND SHALL BE SUBJECT TO THE ARCHITECT'S DISCRETION.
- 4) CHANGES FROM THESE PLANS & SPECS MUST BE APPROVED BY THE ARCHITECT & OWNER BEFORE PROCEEDING.
- 5) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION.
- 6) THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE SPECS.



No.	Description	Date
5	Issued for DR	15/12
	Revised Plans	12/14

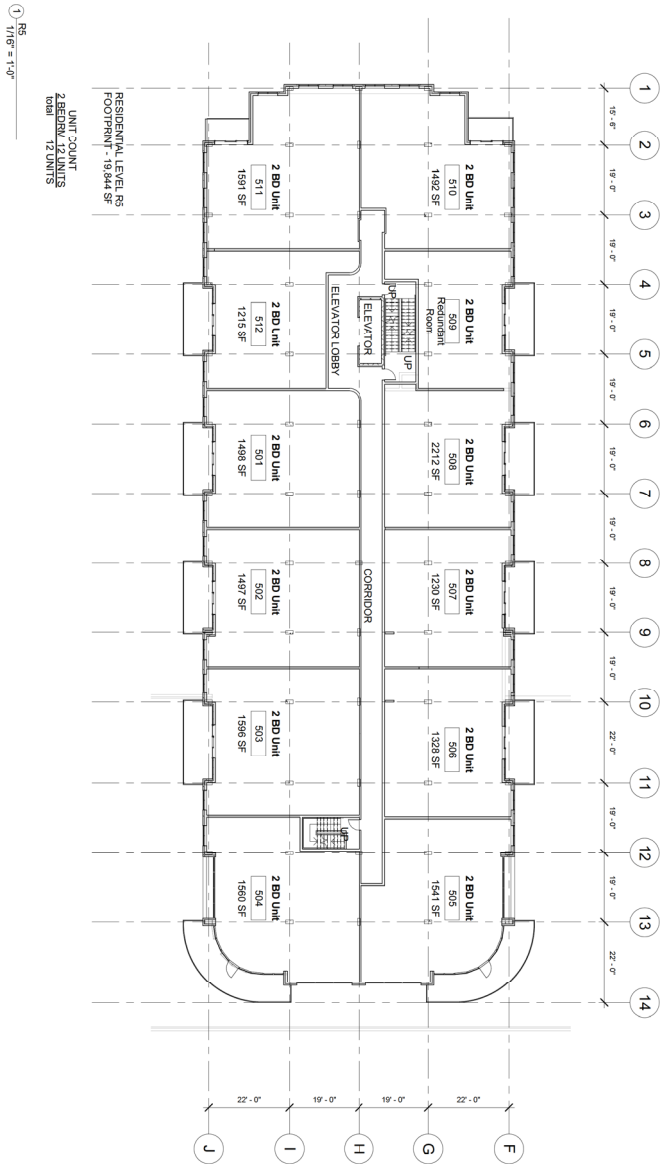
COMMERCIAL/
RESIDENTIAL PROJECT
LOT #61-B
BEDFORD HIGHWAY
HALIFAX, NS

Floor Plans - R4

Scale: 1/16" = 1'-0"
Date: 10/17/2014
Drawn by: JMB/RS/LJ
Checked by: PS
Project Number: 2879

A3.4

Attachment A
Schedule D - Floor Plans 6 of 9



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Fax: 902-455-7778
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NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO COMMENCEMENT OF THE PROJECT.
- 2) DO NOT SCALE FROM DRAWINGS USED FOR PRELIMINARY REPRESENTATION UNLESS IN WRITING.
- 3) DRAWING REPRESENTATION MAY BE IN VARIANCE WITH FIELD SURVEY & SCHEDULES IN THE DRAWINGS.
- 4) CHANGES FROM THESE PLANS & SPECS MUST BE APPROVED BY THE ARCHITECT & OWNER BEFORE PROCEEDING.
- 5) ONLY THOSE DRAWINGS LABELED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION.
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No.	Description	Date
1	Issued for I/A	15/01/14
2	Revised Plans	17/01/14
3		
4		
5		

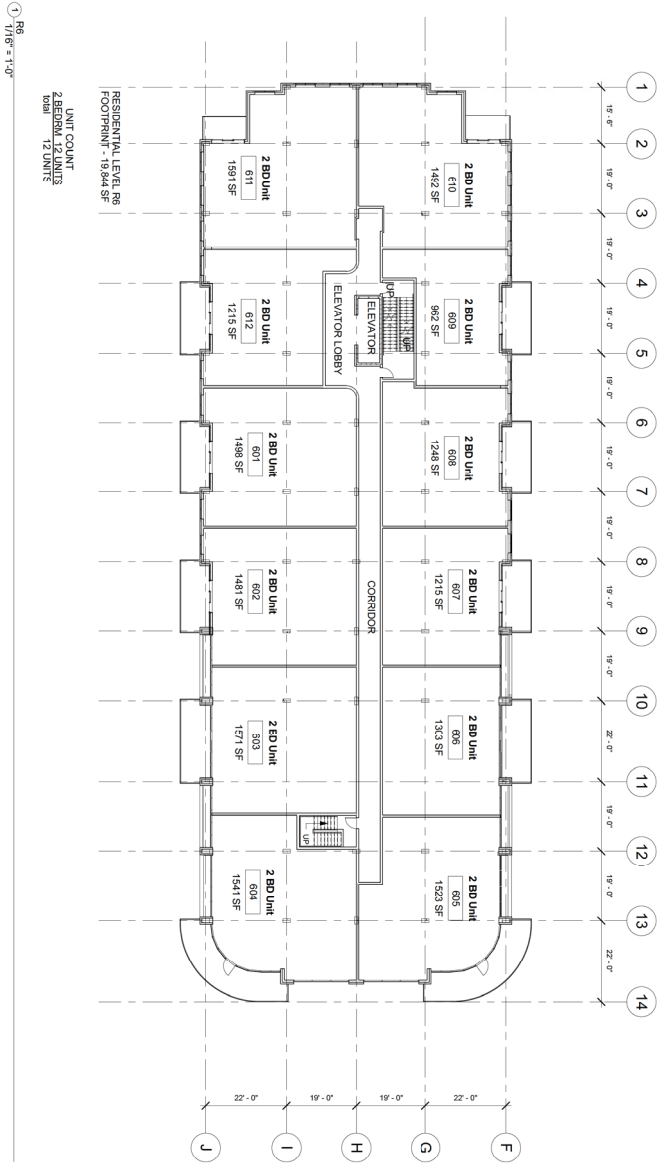
COMMERCIAL/
RESIDENTIAL PROJECT
LOT #61-B
BEDFORD HIGHWAY
HALIFAX, NS

Floor Plans - R5

Scale: 1/8" = 1'-0"
Date: 14/07/2014
Drawn by: JDR
Checked by: PS
Project number: 2879

A3.5

Attachment A
Schedule D - Floor Plans 7 of 9



1 R6
1/16" = 1'-0"

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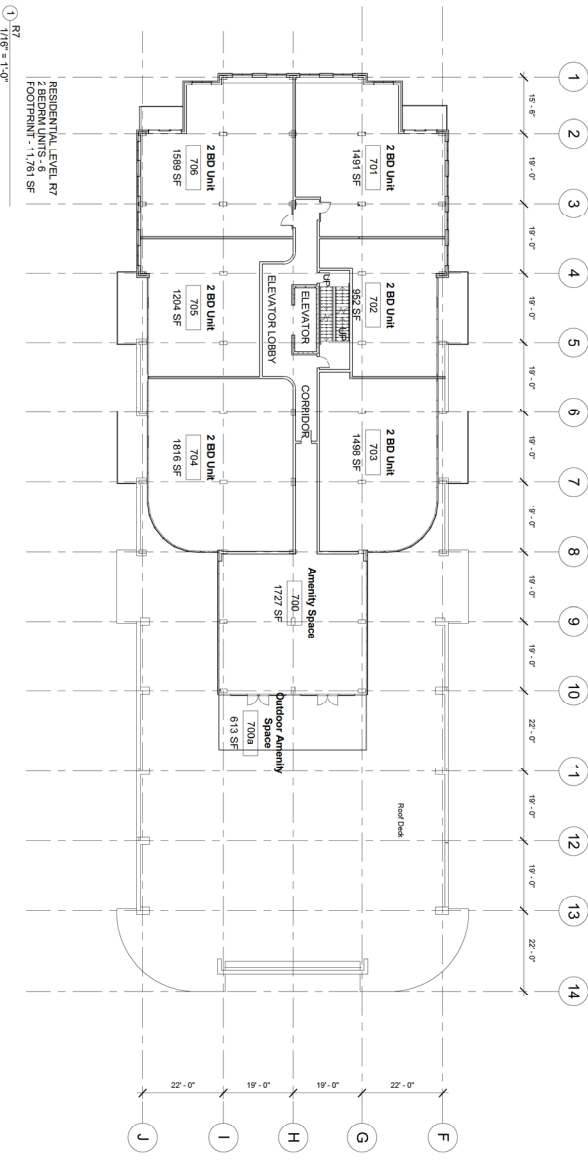
No.	Description	Date
5	Issued for DR	15/12
	Revised Plans	12/14

COMMERCIAL/
RESIDENTIAL PROJECT
LOT #61-B
BEDFORD HIGHWAY
HALIFAX, NS

Floor Plans - R6

Scale: 1/16" = 1'-0"
Date: 10/17/2014
Drawn by: JMS/RS/LJ
Checked by: PS
Project Number: 2879

Attachment A
Schedule D - Floor Plans 8 of 9



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No.	Revised by / Date	Description	Date
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2	15813	Issue for Review	15813
3	15814	Issue for Review	15814
4	15815	Issue for Review	15815
5	15816	Issue for Review	15816
6	15817	Issue for Review	15817
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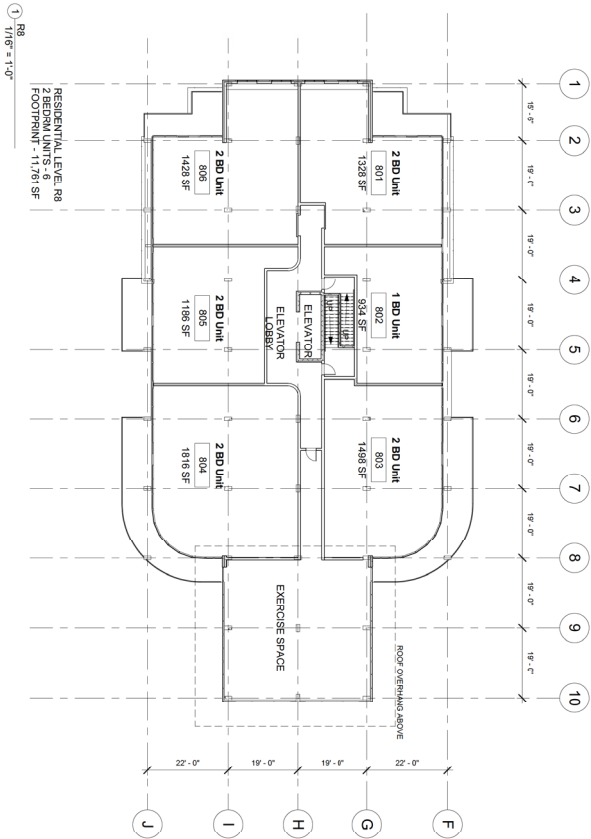
COMMERCIAL / RESIDENTIAL PROJECT
Floor Plans - R7

Scale: 1/8" = 1'-0"
Date: FEB-25-14
Drawn by: GJ
Checked by: FS

Project Number: 2879

A3.7

Attachment A
Schedule D - Floor Plans 9 of 9



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NOTES:

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- 3) DRAWING REPRESENTATION MAY VARY IN VARIANCE WITH FIELD SURVEY & SCHEDULES IN THE DRAWINGS.
- 4) ALL CHANGES FROM THESE PLANS & SPECS MUST BE APPROVED BY THE ARCHITECT & OWNER BEFORE PROCEEDING.
- 5) ONLY THOSE DRAWINGS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION WITH THE SPECS.



NO.	Description	DATE
1	Issued for I.D.	05/12
2	Revised per CLIENT COMMENTS	05/14
3	Revised per CLIENT COMMENTS	05/14
4	Revised per CLIENT COMMENTS	05/14
5	Revised per CLIENT COMMENTS	05/14

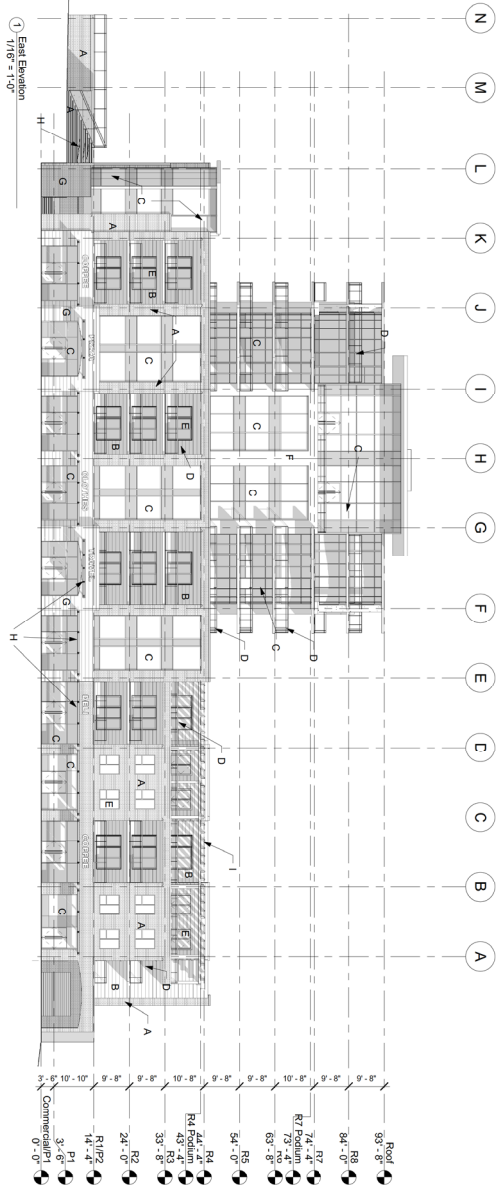
COMMERCIAL/
RESIDENTIAL PROJECT
LOT #61-B
BEDFORD HIGHWAY
HALIFAX, NS

Floor Plans - R8

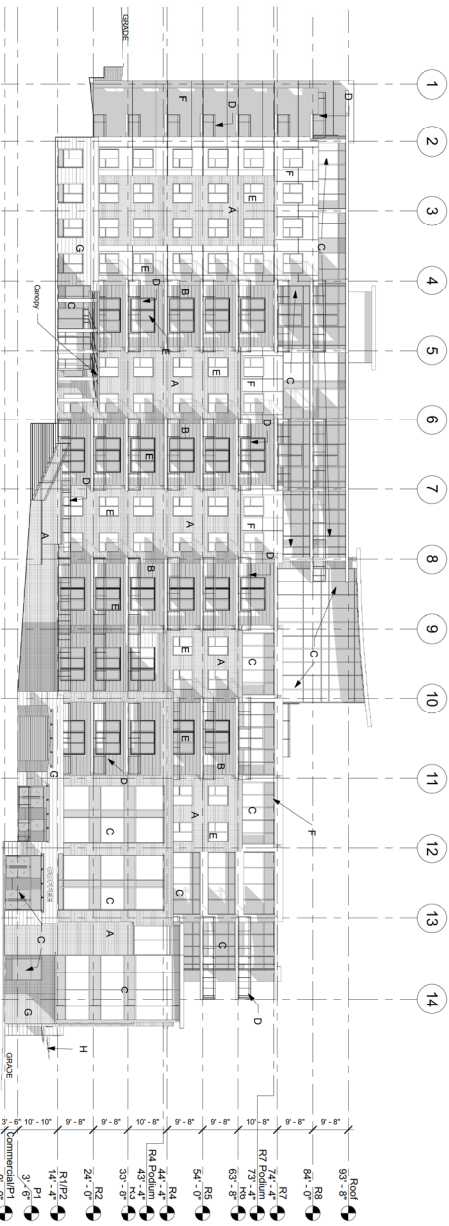
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Date: 04/28/14
Drawn by: JLS
Checked by: FS
Project Number: 2879

A3.8

Attachment A
Schedule E - Elevations 1 of 2



- A - Masonry Type 1 - Red/Brown Tone
- B - Aluminum Cladding System
- C - Vinyl Window/Door
- D - Fibra Cement Panel - Off White Tone
- E - Fibra Cement Panel - Dark Beige Tone
- F - Fibra Cement Panel - Dark Beige Tone
- G - Fibra Cement Panel - Dark Beige Tone
- H - Polypropylene - Brownish Tone



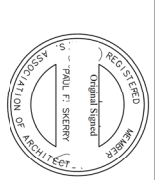
② South Elevation
1/16" = 1'-0"

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NOTES:

- 1) THE CONTRACTOR IS RESPONSIBLE FOR REPORTING ANY DISCREPANCY TO THE ARCHITECT BEFORE PROCEEDING.
- 2) DO NOT SCALE FROM DRAWINGS USED FOR THIS DRAWING REPRESENTATIONS MADE IN VARIANCE WITH DETAILS, SPECIFICATIONS, SCHEDULES, IN THE DRAWINGS.
- 3) CHANGES FROM THESE PLANS & SPECS. MUST BE APPROVED BY ARCHITECT & OWNER BEFORE PROCEEDING.
- 4) ONLY THESE DRAWINGS MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION. THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THESE SPECS.



No.	Description	Date
1	Issued for I.A.	5/6/12
2	Revised per comments	7/26/14
3	Revised per I&A comments	7/26/14
4	Revised per I&A comments	7/26/14
5	Revised per I&A comments	7/26/14
6	Revised per I&A comments	7/26/14

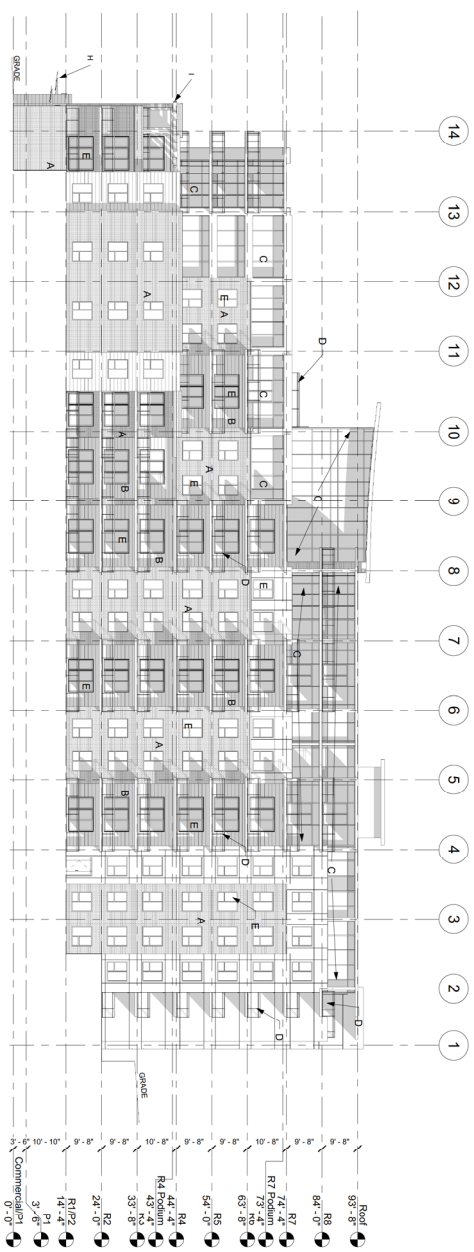
**COMMERCIAL/
RESIDENTIAL PROJECT**
LOT#6F-B
BEDFORD HIGHWAY
HALFAX, NS

**East & South
Elevations**

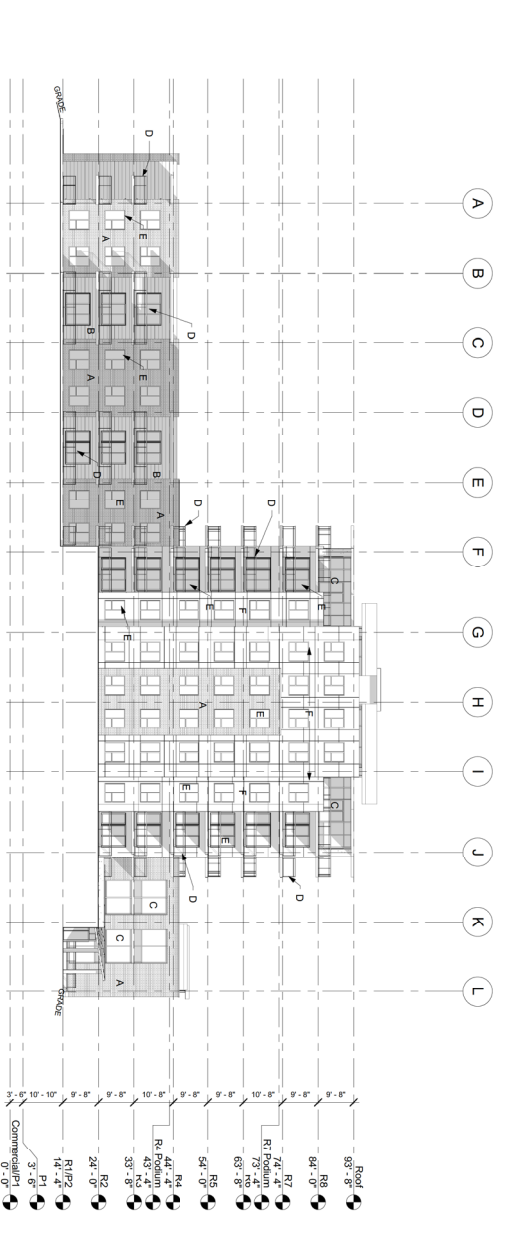
Scale: 1/16" = 1'-0"
Date: Feb. 05, 14
Drawn by: G.I.
Checked by: P.S.

Project Number: 28719

Attachment A
Schedule E - Elevations 2 of 2



- A - Masonry Type 1 - Red/Brown Tone
- B - Fibre Cement Siding - Light Beige Tone
- C - Aluminium/Glass Reshims
- D - Aluminium/Glass Reshims
- E - Vinyl Window/Door - Off White Tone
- F - Fibre Cement Panel - Off White Tone
- G - Fibre Cement Panel - Off White Tone
- H - Aluminium/Glass Canopy
- I - Pergola - Brownish Tone



- R1 - Fibre Cement Siding - Light Beige Tone
- R2 - Fibre Cement Siding - Light Beige Tone
- R3 - Fibre Cement Siding - Light Beige Tone
- R4 - Fibre Cement Siding - Light Beige Tone
- R5 - Fibre Cement Siding - Light Beige Tone
- R6 - Fibre Cement Siding - Light Beige Tone
- R7 - Fibre Cement Siding - Light Beige Tone
- R8 - Fibre Cement Siding - Light Beige Tone
- R9 - Fibre Cement Siding - Light Beige Tone
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- R98 - Fibre Cement Siding - Light Beige Tone
- R99 - Fibre Cement Siding - Light Beige Tone
- R100 - Fibre Cement Siding - Light Beige Tone

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email: drawing@psherry.ca

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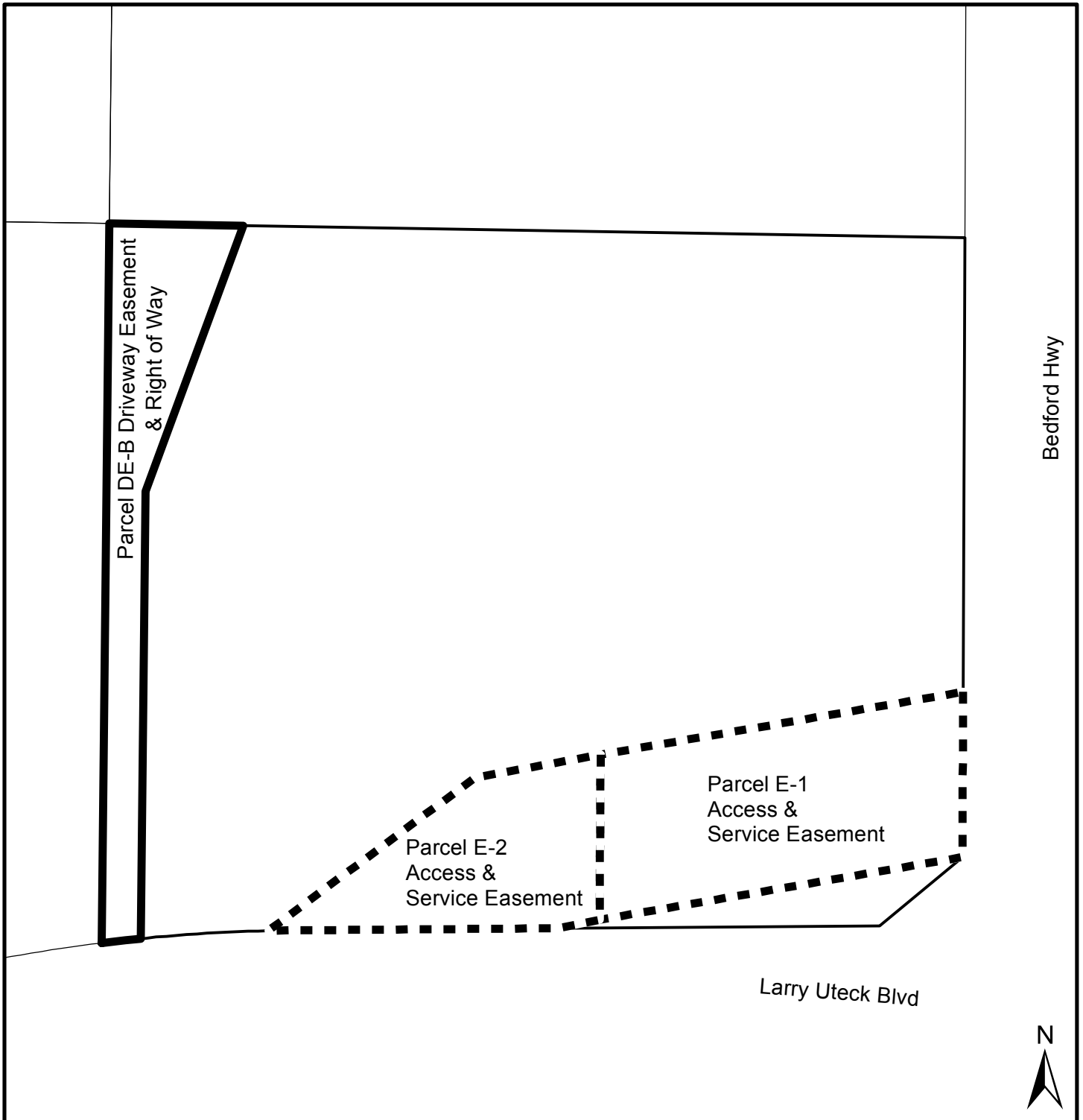


No.	Description	Date
1	Issued for O.A.	5/6/12
2	Revised for O.A.	5/15/12
3	Revised for O.A.	5/15/12
4	Revised for O.A.	5/15/12

**COMMERCIAL/
RESIDENTIAL PROJECT**
**LOT#6F-B
BEDFORD HIGHWAY
HALFAX, NS**

**North & West
Elevations**


Scale: 1/16" = 1'-0"
Date: Feb. 05, 14
Drawn by: G.I.
Checked by: P.S.
Project Number: 28719




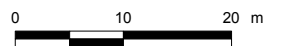
Schedule F - Easement Plan

636 Bedford Highway
Halifax

HALIFAX

 Easement to be maintained

 Easements to be extinguished



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

Halifax Mainland
Land Use By-Law Area

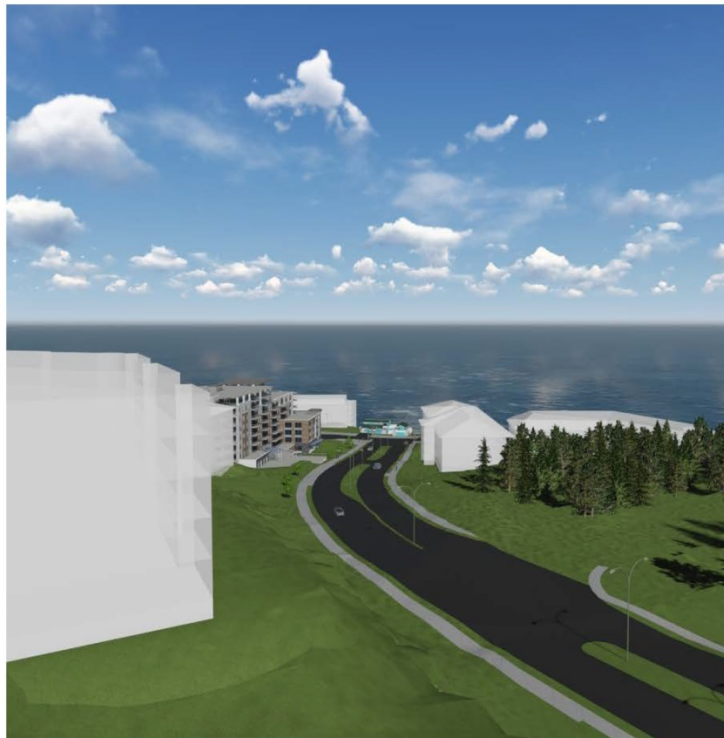
Attachment B
Comparison of Local Densities by Site

Address	Units	Property Size (sq ft)	Units/Acre	Population/Acre
Proposed – 636 Bedford Highway**	102	99,241	44.8	100.7*
647 Bedford Highway	38	45,359	35.5	82.1
644 Bedford Highway (WM Fares)**	52	62,761	36.1	81.2
664 Bedford Highway (Premax)**	98	173,576	24.6	55.3*
37 Larry Uteck Boulevard	24	45,074	23.2	52.2
20 Larry Uteck Boulevard	24	55,515	18.8	42.3
116 Larry Uteck Boulevard	60	117,969	22.2	49.8
22 Bedros Lane	72	167,918	18.7	42.0
40 Bedros Lane	77	107,640	31.1	70.0
53 Bedros Lane	76	124,862	26.5	59.7
64 Bedros Lane	32	125,939	11.1	24.9
79 Bedros Lane	63	107,293	33.7	75.8
94 Bedros Lane	83	190,523	19.0	42.7
26 Jacobs Lane	96	173,380	24.1	54.3
51 Jacobs Lane	96	166,842	25.1	56.4
56 Jacobs Lane	96	248,739	16.8	37.8

*Does not include a conversion of commercial space to an equivalent population. When commercial area is added in, the densities would increase to 105 person per acre and 61 person per acre.

** Subject to Schedule R Policies.

**Attachment C – Visualizations of Proposed Building
53 Bedros Lane – Unit 107**



64 Bedros Lane – First Floor



64 Bedros Lane – 2nd Floor

Unit 203



Unit 203



64 Bedros Lane – 3rd Floor



Unit
312



Unit
312

64 Bedros Lane – 3rd Floor

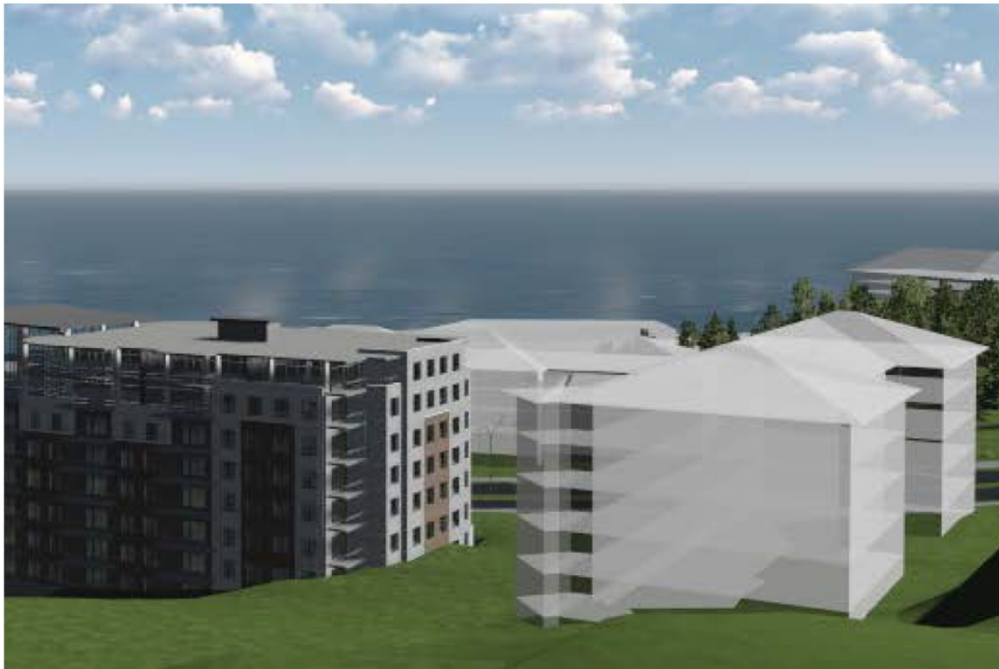
Third Floor



Third Floor



64 Bedros Lane – 3rd Floor



64 Bedros Lane – 4th Floor



79 Bedros Lane – Unit 107

Unit 107



Unit 107



79 Bedros Lane – Unit 109

Unit 109



Unit 109

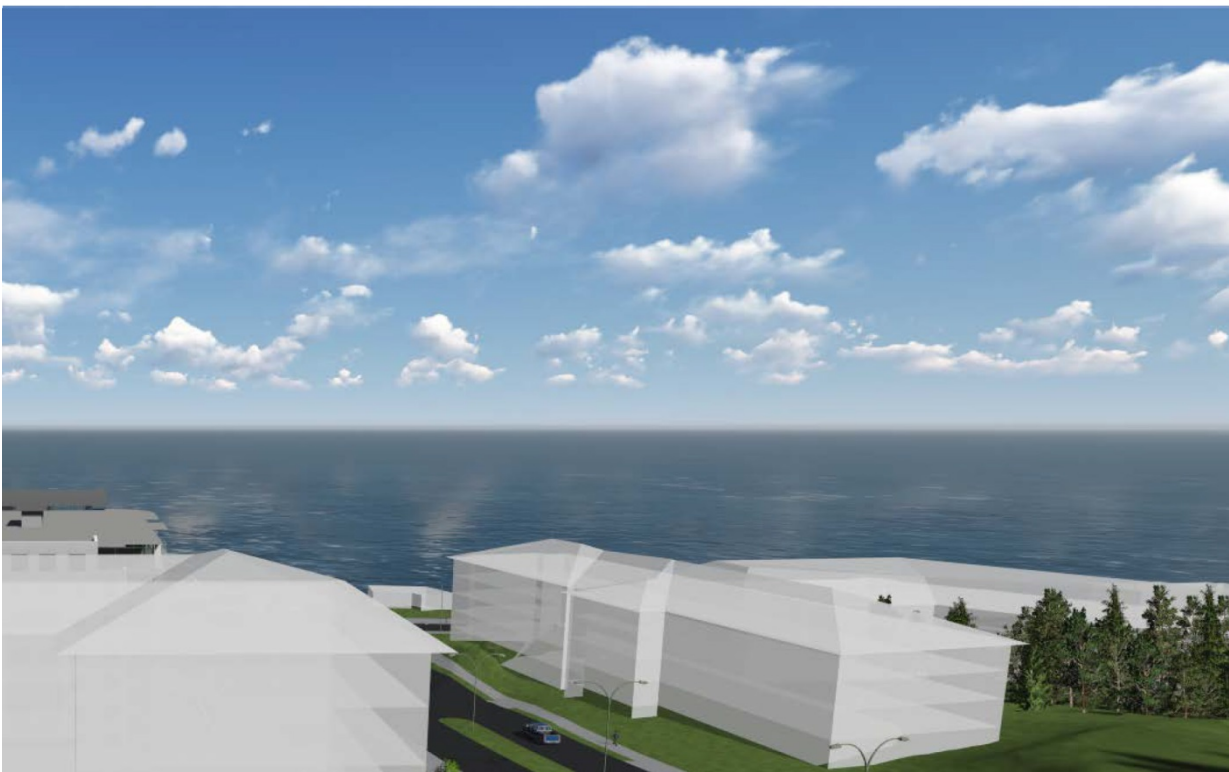


79 Bedros Lane – Unit 305

Unit 305



Unit 305



79 Bedros Lane – Unit 305

Unit 305



Unit 305



79 Bedros Lane – Unit 406

Unit 406



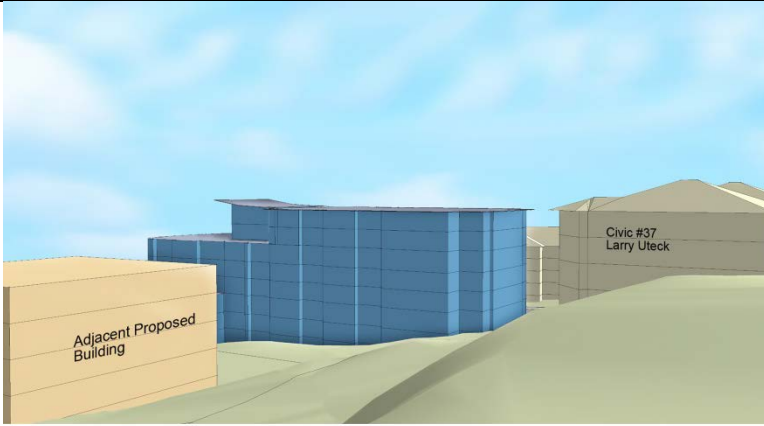
Unit 406



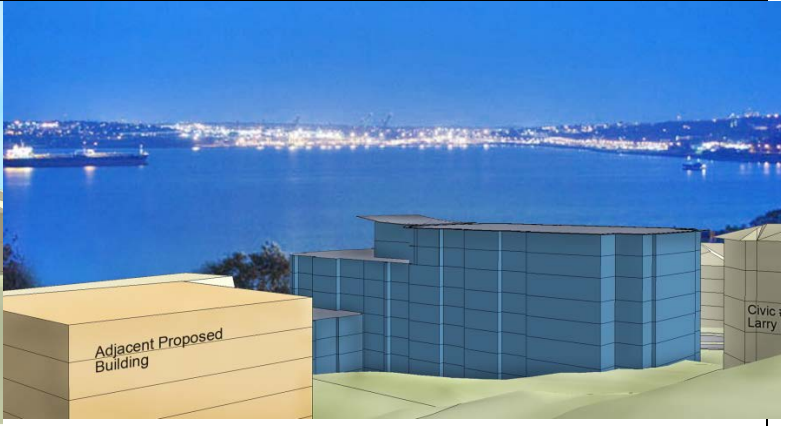
Attachment D – Comparison of Pictures/Renderings



Original Picture (facing southeast)



Sketchup Model (by staff)



Combined Picture and Model (by staff)



Sketchup with added visuals (by WSP)



Sketchup with added visuals and combined with picture (by staff)