

Item No. 10.1.1

**Halifax and West Community Council
June 17, 2014**

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY: _____
Brad Anguish, Director, Community and Recreation Services

DATE: May 20, 2014

SUBJECT: **Case 18462: MPS Amendments and Development Agreement for 7067
Chebucto Road, Halifax (former Case 17397)**

SUPPLEMENTARY REPORT

ORIGIN

- Application by W.M. Fares Group (initial Case 17397 by Trada Development)
- On January 10, 2012, Regional Council initiated the Municipal Planning Strategy (MPS) Amendment Process
- On April 1, 2014, Regional Council approved the applicant's request for amendments to the Halifax MPS to allow for major office and hotel uses in shopping center areas on lands that are subject to Schedule C of the Halifax Peninsula Land use By-law (LUB)

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter, Part VIII, Planning & Development

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve the proposed development agreement, presented as Attachment A to this report, and;
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/DISCUSSION

On April 1, 2014, Halifax Regional Council and Halifax and West Community Council held a joint public hearing to consider proposed amendments to the Municipal Planning Strategy (MPS) for Halifax, as well as a proposed development agreement, to permit a 3 storey addition to the existing commercial building at 7067 Chebucto Road, Halifax for office use. Subsequent to the public hearing, Regional Council gave its approval to the amendments to the Halifax MPS to enable the consideration of major office and hotel uses in shopping centre areas by development agreement. While the proposed development agreement was part of the public hearing process, it could not be approved by Community Council until the MPS amendments took effect.

The amendments to the MPS have since been reviewed by the Provincial Director of Planning as per Section 223 of the *Halifax Regional Municipality Charter*. These amendments became effective on May 17, 2014. Accordingly, it is now appropriate for Halifax and West Council to consider the development agreement, as contained in Attachment A of this report.

FINANCIAL IMPLICATIONS

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved 2014/15 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 public information meetings were held on February 15, 2012 and May 15, 2013. A public hearing was held on April 1, 2014.

Notices of the public information meetings and public hearing were posted on the HRM website, in the newspaper and mailed to property owners within the notification area shown on Map 4 of the January 31, 2014 staff report.

ENVIRONMENTAL IMPLICATIONS

No implications have been identified.

ALTERNATIVES


1. Halifax and West Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or an additional public hearing.
2. Halifax and 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

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Jillian MacLellan, Planner 1, Planning Services, 490-4423
Original Signed

Report Approved by:  Kelly Denty, Manager of Development Approvals, 490-4800

Case 18462
Attachment A - Proposed Development Agreement

THIS AGREEMENT made this day of , 2014,

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 7067 Chebucto Road, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a mixed commercial development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Implementation Policy 3.2 and the Commercial Facilities Section of the City Wide policies of the Halifax Municipal Planning Strategy and Section 83 of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on , 2013, referenced as Municipal Case Number 18462;

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, subdivision and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Halifax 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 and/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.

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 18462:

Schedule A	Legal Description of the Lands
Schedule B	Site and Landscape Plan
Schedule C	South (Chebucto Road) Elevation
Schedule D	West (Phillip Street) Elevation
Schedule E	North Elevation
Schedule F	East Elevation

3.2 Requirements Prior to Approval

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

- (a) Provide to the Development Officer a detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.5 of this Agreement; and
- (b) Provide to the Development Officer 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 Upon the issuance of the Occupancy Permit, a letter prepared by a member in good standing of the Canadian Society of Landscape Architects shall be provided to the Development Officer certifying that all landscaping has been completed according to Section 3.5 of this Agreement.

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

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

- (a) Commercial uses permitted by C-2 (General Business) Zone;
- (b) Uses accessory to any of the foregoing uses.

3.3.2 The total commercial floor shall not exceed 23,750 square meters.

3.4 Architectural Requirements

3.4.1 The building's height, massing, exterior design and materials shall be as shown on the Schedules. Variations to the height and setbacks are permitted provided the variation to setbacks does not exceed 0.6 metres (2 feet) and that the variation in the height does not exceed 5 feet.

3.4.2 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 Landscaping

3.5.1 Landscaping shall be provided through a combination of surface and roof top landscaping as shown on Schedule B.

3.5.2 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan, for the outdoor landscaped open space, which complies with the provisions of this section. 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.

- 3.5.3 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.
- 3.5.4 Approximately 50 percent of the plant material located on the roof top 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 ft.). 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.
- 3.5.5 Upon 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 according to the terms of this Agreement.
- 3.5.6 Notwithstanding Section 3.5.5, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a 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 Signs

- 3.6.1 All signage shall comply with requirements for signage in the C-2 Zone of the Land Use By-law for Halifax Peninsula and shall further comply with the following:
- (a) No ground sign shall be permitted on the Lands;
 - (b) Fascia signage shall not exceed 15% of the wall on the elevations facing Chebucto Road and Philip Street; and
 - (c) One (1) temporary ground sign depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first

Occupancy Permit. The temporary ground sign shall be removed prior to the issuance of the last residential occupancy permit.

3.7 Building and Site Lighting

- 3.7.1 No additional outdoor lighting shall be permitted on the lands.
- 3.7.2 All 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.
- 3.7.3 All glass material shall incorporate anodized aluminum glazing or other means to reduce the effect of internal lighting.

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 or complement 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

All refuse and recycling materials shall be contained within the building.

3.12 Outdoor Storage

- 3.12 No outdoor storage shall be permitted on the Lands.

3.13 Parking and Bicycle Facilities

- 3.13.1 Vehicular parking shall accommodate a minimum of 720 vehicular parking spaces accessory to the commercial uses.

3.13.2 The Developer shall provide bicycle parking pursuant to the Land Use By-law for Halifax Peninsula.

3.14 Construction/Sales Structure

A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The 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

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.

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

6.2 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended

by resolution of Council (for greater certainty, these items do not include changes which, in the opinion of the Development Officer, are in conformance with the plans attached as Schedules B-F):

- (a) Minor changes to the architectural design of the building as outlined in Section 3.4 including changes in cladding material;
- (b) Changes to the landscaping requirements as detailed in Section 3.5;
- (c) Changes to the sign requirements of Section 3.6;
- (d) Additional outdoor lighting pursuant to Section 3.7
- (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 Sections 7.4 and 7.5.

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 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 development permit for a three storey building addition.

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

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

If the Developer fails to complete the development after six 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 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: _____

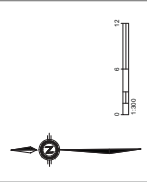
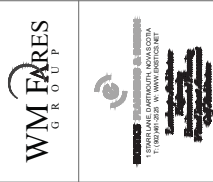
MAYOR

Witness

Per: _____

MUNICIPAL CLERK

Schedule B - Site and Landscape Plan

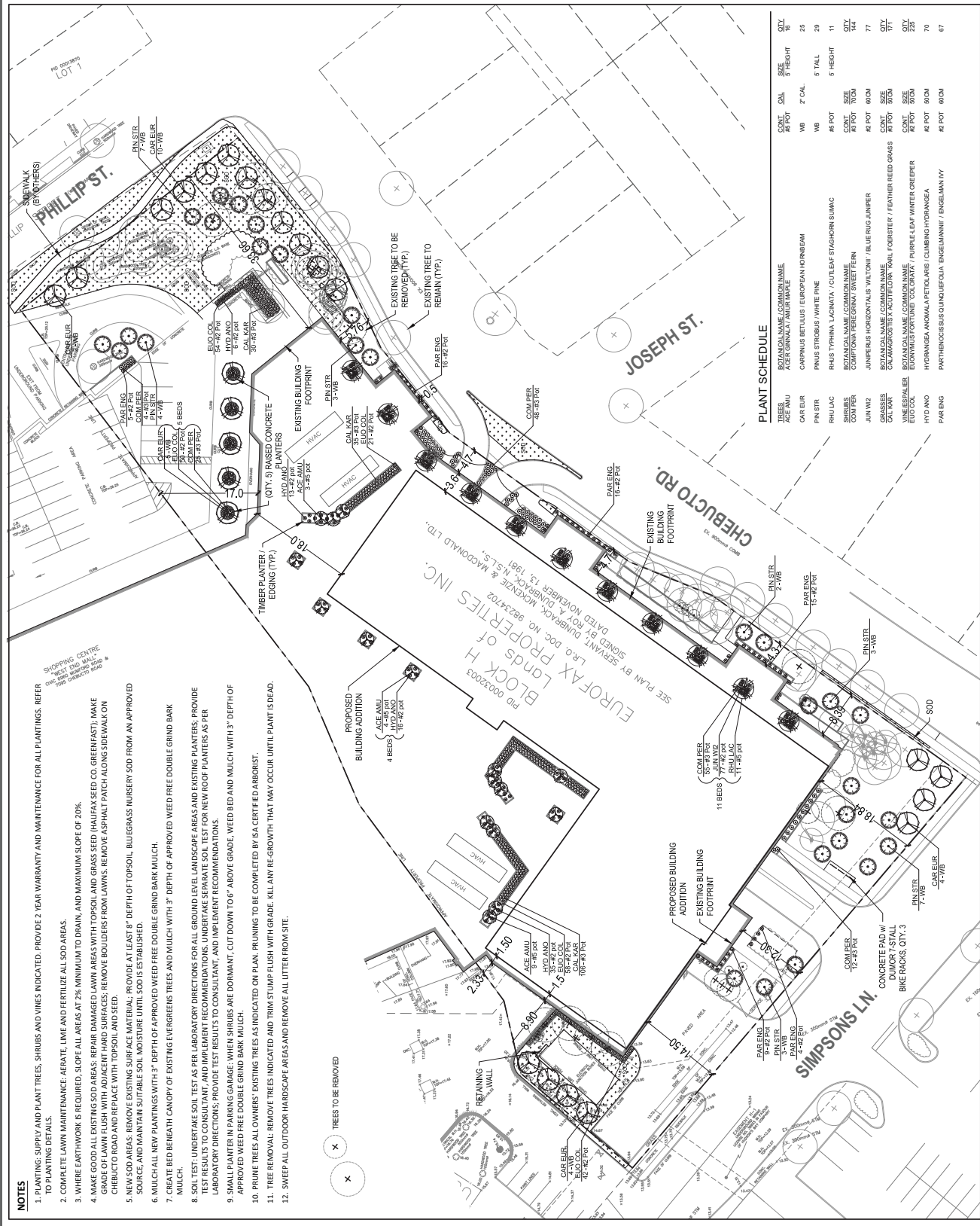


NO.	REVISION	DATE

700' CHEBUCTO ROAD
HARD AS
HARD AS

Overall Planting Plan	
TOTAL	25
EXISTING	29
NEW	11
REMOVED	4
REMAIN	77
REMOVED	57
REMAIN	236
REMOVED	70
REMAIN	67

NOT FOR CONSTRUCTION
L100



PLANT SCHEDULE

TREES	BOTANICAL NAME / COMMON NAME	CONT.	COL.	SIZE	HTY.
ACE AMU	ACER GINNALTA / AMUR MAPLE	WB	2" CAL.	5' TALL	25
CAR EUR	CARPINUS BETULUS / EUROPEAN HORNBEECH	WB	2" CAL.	5' TALL	29
PN STR	PRUNUS STROBUS / WHITE PINE	WB	4" POT	5' HEIGHT	11
RHL JAC	RHUS TYPHINA / LACINATA / CUT LEAF STAGHORN SUMAC	WB	4" POT	5' HEIGHT	11
COM PER	COMPTONIA PENICILLATA / SWAMP TERN	WB	4" POT	5' HEIGHT	11
JAN W2	JANPAEUS HORIZONTALIS / WILSON / BLUE RUG JUMPER	WB	4" POT	5' HEIGHT	11
FEA GR	FEATHER REED GRASS	WB	4" POT	5' HEIGHT	11
WAE GR	WINTER OREDER	WB	4" POT	5' HEIGHT	11
HYO AIO	HYDRANGEA NOMINALIS / CLIMBING HYDRANGEA	WB	4" POT	5' HEIGHT	11
PAR ENG	PARTHOCISSUS QUINQUELOEA / ENGLISHMAN / ENGLISHMAN	WB	4" POT	5' HEIGHT	11

- ### NOTES
1. PLANTING, SUPPLY AND PLANT TREES, SHRUBS AND VINES INDICATED. PROVIDE 2 YEAR WARRANTY AND MAINTENANCE FOR ALL PLANTINGS. REFER TO PLANTING DETAILS.
 2. COMPLETE LAWN MAINTENANCE: AERATE, LIME AND FERTILIZE ALL SOD AREAS.
 3. WHERE EARTHWORK IS REQUIRED, SLOPE ALL AREAS AT 2% MINIMUM TO DRAIN, AND MAXIMUM SLOPE OF 20%.
 4. MAKE GOOD ALL EXISTING SOD AREAS. REPAIR DAMAGED LAWN AREAS WITH TOPSOIL AND GRASS SEED (HAIJAX SEED CO. GREENFAST); MAKE GRADE OF LAWN FLUSH WITH ADJACENT HARD SURFACES; REMOVE Boulders FROM LAWNS. REMOVE ASPHALT PATCH ALONG SIDEWALK ON CHEBUCTO ROAD AND REPLACE WITH TOPSOIL AND SEED.
 5. NEW SOD AREAS: REMOVE EXISTING SURFACE MATERIAL; PROVIDE AT LEAST 8" DEPTH OF TOPSOIL BLUEGRASS NURSERY SOD FROM AN APPROVED SOURCE, AND MAINTAIN SUITABLE SOIL MOISTURE UNTIL SOD IS ESTABLISHED.
 6. MULCH ALL NEW PLANTINGS WITH 3" DEPTH OF APPROVED WEED FREE DOUBLE GRIND BARK MULCH.
 7. CREATE BED BENEATH CANOPY OF EXISTING EVERGREEN TREES AND MULCH WITH 3" DEPTH OF APPROVED WEED FREE DOUBLE GRIND BARK MULCH.
 8. SOIL TEST: UNDERTAKE SOIL TEST AS PER LABORATORY DIRECTIONS FOR ALL GROUND LEVEL LANDSCAPE AREAS AND EXISTING PLANTERS. PROVIDE TEST RESULTS TO CONSULTANT, AND IMPLEMENT RECOMMENDATIONS. UNDERTAKE SEPARATE SOIL TEST FOR NEW ROOF PLANTERS AS PER LABORATORY DIRECTIONS; PROVIDE TEST RESULTS TO CONSULTANT, AND IMPLEMENT RECOMMENDATIONS.
 9. SMALL PLANTER IN PARKING GARAGE, WHEN SHRUBS ARE DOMINANT, CUT DOWN TO 6" ABOVE GRADE, WEED BED AND MULCH WITH 3" DEPTH OF APPROVED WEED FREE DOUBLE GRIND BARK MULCH.
 10. PRUNE TREES ALL OWNERS' EXISTING TREES AS INDICATED ON PLAN. PRUNING TO BE COMPLETED BY SA CERTIFIED ARBORIST.
 11. TREE REMOVAL: REMOVE TREES INDICATED AND TRIM STUMP FLUSH WITH GRADE. KILL ANY RE-GROWTH THAT MAY OCCUR UNTIL PLANT IS DEAD.
 12. SWEEP ALL OUTDOOR HARDSCAPE AREAS AND REMOVE ALL LITTER FROM SITE.



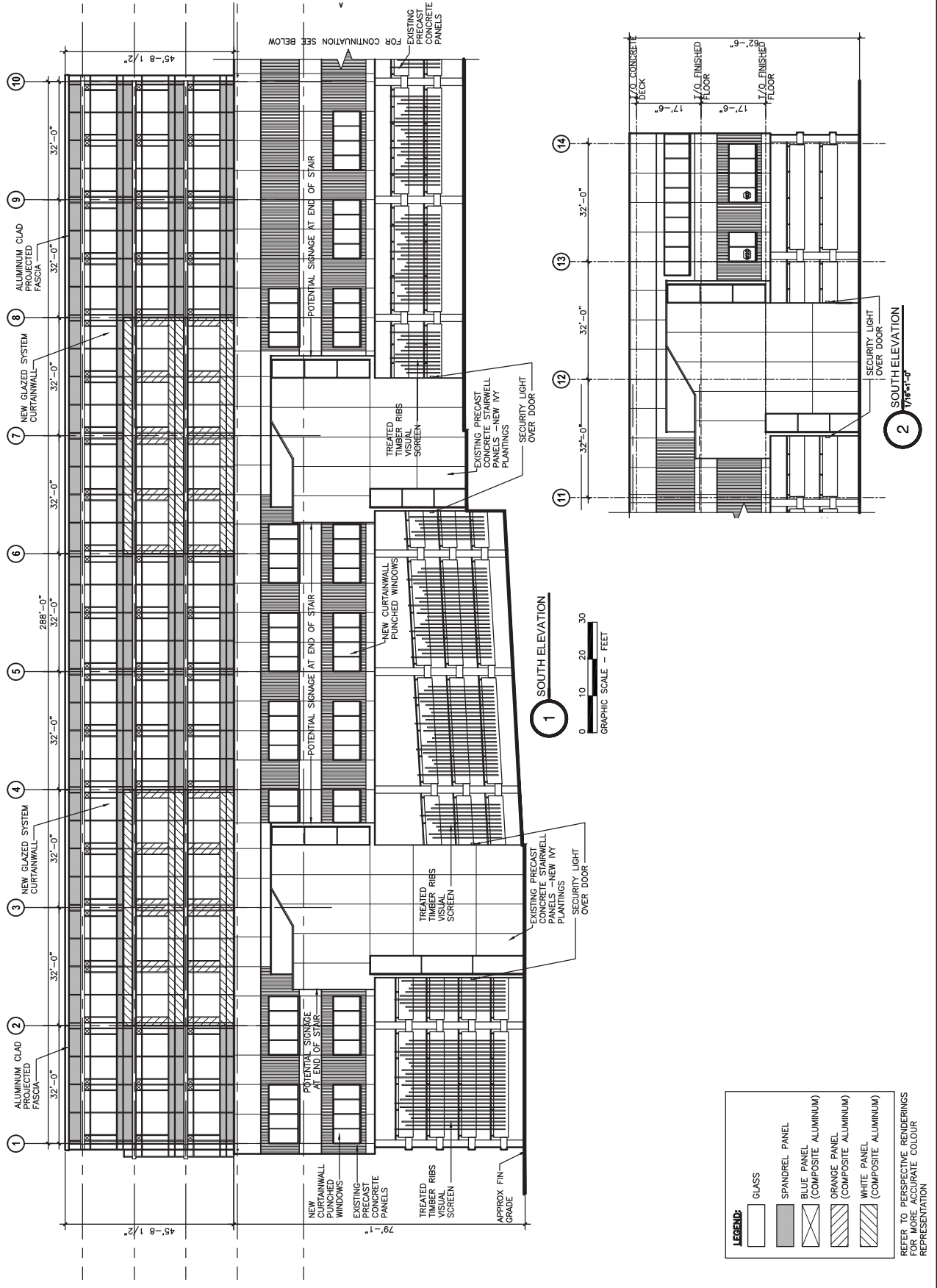
SEE PLAN BY SEARANT DUMBRACK MCKENZIE & MCGONNALL LTD.
LRO DOC. NO. 9823702
DATED NOVEMBER 13, 1981

EUROFAX PROPERTIES INC.
BLOCK H
PD 0003003

Schedule C - South (Chebucto Road) Elevation



No.	ISSUE/REVISION	DATE
08	SCALE & LEGEND	2013.11.05
07	OVERALL IRV/ADRS	2013.10.21
06	REVISED	2013.09.12
05	MATERIALS DETAILS	2013.07.21
04	MATERIALS ADDED	2013.02.27
03	DEVELOPMENT PERMIT	2013.01.21
02	FOR REVIEW	2013.01.05
01	FOR REVIEW	2011.10.05



LEGEND:

[White Box]	GLASS
[Grey Box]	SPANDREL PANEL
[Blue Box]	BLUE PANEL (COMPOSITE ALUMINUM)
[Orange Box]	ORANGE PANEL (COMPOSITE ALUMINUM)
[White Box]	WHITE PANEL (COMPOSITE ALUMINUM)

REFER TO PERSPECTIVE RENDERINGS FOR ACCURATE COLOUR REPRESENTATION

CLIENT	Rank Incorporated
PROJECT	The Bay Base Building Renovation 7887 Chebucto Road Halifax, Nova Scotia
TEAM	Renovated Elevations
DESIGNER	harshey ARCHITECTURE
DATE	1/7/16
SCALE	1/8" = 1'-0"
PROJECT NO.	323
DATE	2017.08.21

Schedule D - West (Phillip Street) Elevation



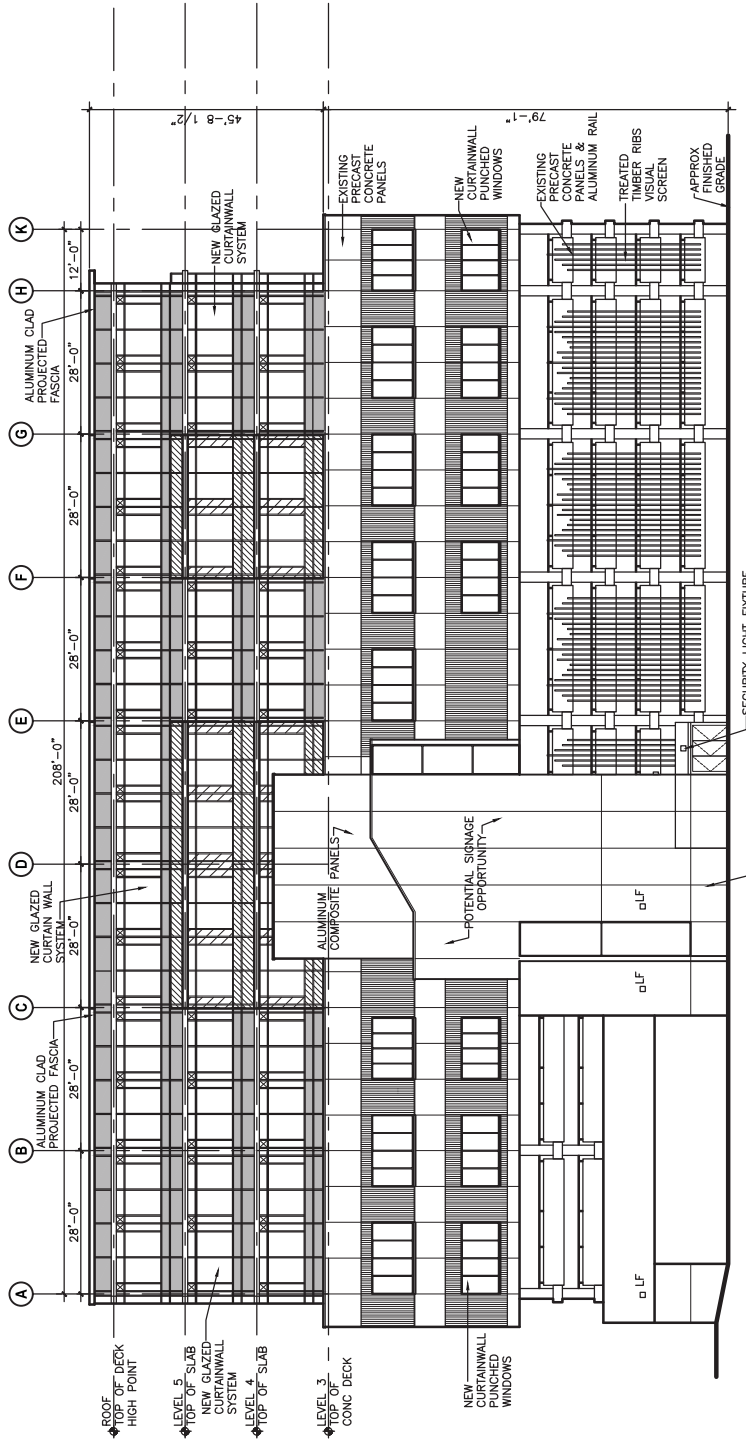
No.	ISSUE/REVISION	DATE
07	SCALE & LEGEND	2013.11.06
06	OVERALL HTS/UPRS	2013.10.21
05	REVISED	2013.09.12
04	MATERIALS DETAILS	2013.07.21
03	MATERIALS ADD'D	2013.02.27
02	DEVELOPMENT PERMIT	2013.01.21
01	FOR REVIEW	2011.10.05

Rank Incorporated

The Bay Base
Building Renovation
7877 Chebucto Road
Halifax, Nova Scotia

Renovated Elevations

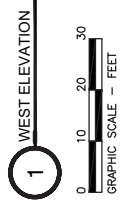
PROJECT NO: 07
SCALE: 3/32"=1'-0"
DATE: 2011.08.21
NO. 324



LEGEND:

[White Box]	GLASS
[Grey Box]	SPANDREL PANEL
[Blue Box]	BLUE PANEL (COMPOSITE ALUMINUM)
[Orange Box]	ORANGE PANEL (COMPOSITE ALUMINUM)
[White Box with Diagonal Lines]	WHITE PANEL (COMPOSITE ALUMINUM)

REFER TO PERSPECTIVE RENDERINGS FOR MORE ACCURATE COLOUR REPRESENTATION



Schedule E - North Elevation



No.	ISSUE/REVISION	DATE
07	SCALE & LEGEND	2013.11.06
06	OVERALL HTS./LIGHTS	2013.10.21
05	REVISED	2013.09.12
04	MATERIALS DETAILS	2013.07.21
03	MATERIALS ADDED	2013.02.27
02	DEVELOPMENT PERMIT	2013.01.21
01	FOR REVIEW	2011.10.05

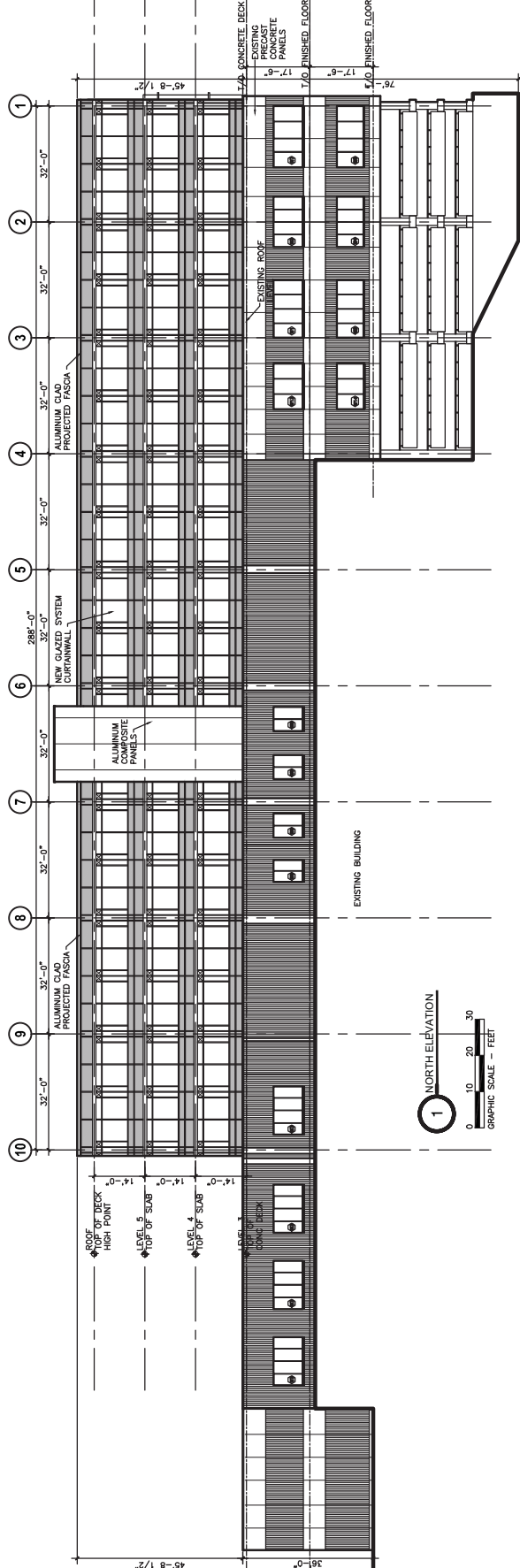
CLIENT
Rank Incorporated

PROJECT
The Bay Base
Building Renovation
7887 Chebucto Road
Halifax, Nova Scotia

RENDERING
Renovated Elevations

DATE
2011.08.21

PROJECT NO.
325



LEGEND:

[White Box]	GLASS
[Grey Box]	SPANDREL PANEL
[Cross-hatch Box]	BLUE PANEL (COMPOSITE ALUMINUM)
[Diagonal Line Box]	ORANGE PANEL (COMPOSITE ALUMINUM)
[Brick Pattern Box]	WHITE PANEL (COMPOSITE ALUMINUM)

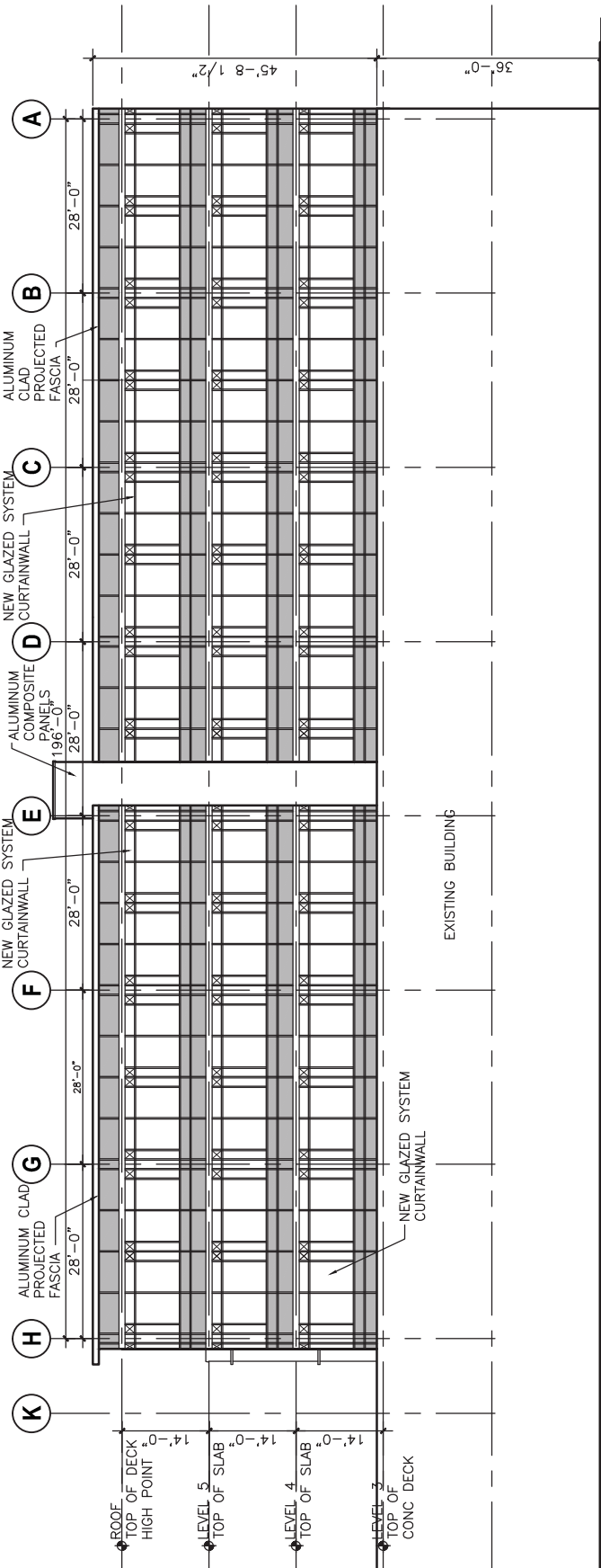
REFER TO PERSPECTIVE RENDERINGS FOR CURTAINWALL FINISH REPRESENTATION

Schedule F - East Elevation



No.	ISSUE/REVISION	DATE
07	SCALE & LEGEND	2013.11.06
06	OVERALL HTS/LIGHTS	2013.10.21
05	REVISED	2013.09.12
04	MATERIALS DETAILS	2013.07.21
03	MATERIALS ADD'D	2013.02.27
02	DEVELOPMENT PERMIT	2013.01.21
01	FOR REVIEW	2011.10.25

CLIENT Rank Incorporated	
PROJECT The Bay Base Building Renovation 7887 Chebucto Road Halifax, Nova Scotia	
DESIGNER Renovated Elevations	
DATE 3/28/11	PROJECT NO. 10027
SCALE 3/28"=1'-0"	PERMIT NO. 326
DATE 2011.08.21	BY [Signature]



LEGEND:

[White Box]	GLASS
[Grey Box]	SPANDREL PANEL
[Blue Box]	BLUE PANEL (COMPOSITE ALUMINUM)
[Orange Box]	ORANGE PANEL (COMPOSITE ALUMINUM)
[White Box]	WHITE PANEL (COMPOSITE ALUMINUM)

REFER TO PERSPECTIVE RENDERINGS FOR MORE ACCURATE COLOUR REPRESENTATION

