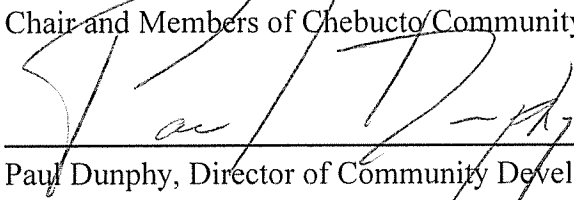




PO Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Chebucto Community Council
May 3, 2010

TO: Chair and Members of Chebucto Community Council

SUBMITTED BY: 
Paul Dunphy, Director of Community Development

DATE: April 19, 2010

SUBJECT: **Case 01130 - MPS/LUB Amendments and DA - Mayor Avenue, Halifax**

SUPPLEMENTARY REPORT

ORIGIN

February 2, 2010	Joint public hearing; Regional Council approval of Halifax MPS / Halifax Mainland LUB amendments
April 12, 2010	Provincial ministerial review and approval of MPS & LUB amendments
April 17, 2010	MPS & LUB Amendments in effect

RECOMMENDATION

It is recommended that Chebucto Community Council:

1. Approve the proposed development agreement as contained in Attachment A to allow for a 13 unit townhouse style residential development;
2. Require the agreement be signed within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND/ DISCUSSION

On February 2, 2010, Regional Council and Chebucto Community Council held a joint public hearing to consider amendments to the Halifax MPS and Halifax Mainland Land Use By-law to allow townhouse style residential buildings by development agreement within the Mainland South Secondary Plan Area, as well as to consider a draft development agreement to permit a 13 unit townhouse style residential development at 21 and 23 Mayor Avenue. Subsequent to the public hearing, Regional Council approved the amendments to the Halifax MPS and Halifax Mainland LUB. While the draft development agreement was part of the public hearing process, it could not be approved by Chebucto Community Council until the MPS and LUB amendments took effect.

The amendments have since been reviewed by the Provincial Department of Service Nova Scotia and Municipal Relations as per Section 223 of the *Halifax Regional Municipality Charter*. These amendments became effective on April 17, 2010.

As noted in the previous staff report dated November 13, 2009, staff was to bring the matter back to Council for a decision on the draft development agreement once the MPS and LUB amendments took effect. It is now appropriate for Council to consider the attached draft development agreement (Attachment A).

BUDGET IMPLICATIONS

There are no budget 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 proposed budget with existing resources.

FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN

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

ALTERNATIVES

1. Approve the proposed development agreement (Attachment A). This is the recommended alternative.
2. Council may choose to approve the development agreement with modifications which are acceptable to the applicant. Such modifications may require further negotiations with the applicant and/or revisions to the attached agreement.

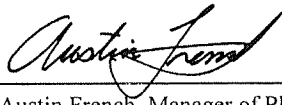
3. Council may refuse the proposed development agreement. Reasons must be provided for a refusal.

ATTACHMENTS

Map 1	Location and Zoning
Attachment A	Proposed Development Agreement with Schedules

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 : Patricia Hughes, Planner I, 490-1948




Report Approved by: Austin French, Manager of Planning Services, 490-6717




Map 1 - Location and Zoning

21-23 Mayor Avenue
Halifax

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES


 Subject area

Zone

 Area of notification

Halifax Mainland
Land Use By-Law Area

R-2P	General Residential
R-3	Low-Rise Apartment
C-2A	Minor Commercial
RDD	Residential Development District

0 20 40 m


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

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

r:\reports\MPS Amendments\Halifax\Mainland South\01130 Supp May 2010

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 Mainland Land Use By-law 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 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.

- 1.4.3 Where imperial values conflict with metric values within the written text of this Agreement, the imperial values 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.

PART 3: USE OF LANDS, SUBDIVISION, AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in conformance with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 01130:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Front and Back Elevations (7 unit building)
Schedule D	Side Elevation and Wall Sections
Schedule E	Front and Back Elevations (6 unit building)
Schedule F	Typical Unit Plan

3.2 General Description of Land Use

3.2.1 The use of the Lands permitted by this Agreement are the following:

- (a) a townhouse style residential development consisting of a maximum of 13 dwelling units, distributed between two buildings;
- (b) home occupations, subject to the provisions contained within the Land Use By-law for Halifax Mainland as amended from time to time;

- (c) a day care facility for not more than 8 children in conjunction with a dwelling, subject to the provisions contained within the R-1 Zone of the Land Use By-law for Halifax Mainland as amended from time to time.

3.2.2 The Developer agrees that the townhouse style residential development, as illustrated in the Schedules of this Agreement, shall be owned and managed by a single legal entity such as a Condominium Corporation or equivalent. The Municipality shall be relieved of any and all responsibility respecting services, road maintenance, solid waste collection and snow and ice removal on the Lands.

3.2.3 The Developer agrees that prior to the development of the Lands, the five existing parcels of land must be consolidated, through the subdivision process, into one property.

3.3 Building Siting, Bulk, Scale and Design

3.3.1 For the purpose of this Agreement, the front property line shall be the property line along Mayor Avenue. The side property lines are those that are perpendicular to the front property line, and abut the neighboring residential properties. The rear property line is that which connects the side property lines and abuts Dobbin Lane.

3.3.2 All buildings shall be a minimum of 15 feet (4.57 m) from the front property line.

3.3.3 (a) All buildings shall be a minimum of 12 feet (3.66 m) from the side property lines.

- (b) Notwithstanding subsection (a), projections of the main building wall that are above ground level, and are no greater than 10% of the building wall, shall be permitted to encroach 2 feet (0.61 m) into the side yard setback, but in no case shall be located closer than 10 feet (3.05 m) to the side property lines.

- (c) Notwithstanding subsection (a), exterior staircases, uncovered balconies, porches, verandas, and mobility disabled ramps attached to a main building shall be permitted to encroach into the required side yard, but shall not be located any closer than 6 feet (1.83 m) from the side property line.

3.3.4 All buildings shall be a minimum of 8 feet (2.44 m) from the rear property line.

3.3.5 The maximum height of any building shall not exceed 40 feet (12.19 m).

3.3.6 Lot coverage shall not exceed 40%.

3.3.7 One accessory building shall be permitted on the lands, but shall be no greater than 200 square feet in area (18.6 m²), and in addition to the setbacks above, shall not be closer to Mayor Avenue than the residential buildings.

3.3.8 Dwelling units shall be a minimum of 18 feet (5.49 m) in width.

3.4 Lighting

The Developer agrees that lighting shall be directed to the driveways, parking areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots, and buildings.

3.5 Outdoor Storage / Refuse

3.5.1 No outdoor storage shall be permitted on the Lands. Refuse containers located outside the buildings shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.

3.5.2 The Developer shall ensure that Solid Waste Service is provided to the residents, in compliance with Solid Waste Resource Collection and Disposal By-law S-600.

3.6 Building Design

3.6.1 To avoid the appearance of long flat walls, building facades shall contain recesses and/or projections.

3.6.2 There shall be at least two main exterior building materials, one of which may be siding (hardiplank, wood, or similar), the other of which must be brick, stone, stucco, or any acceptable equivalent, and must comprise at least 10% of the exterior walls containing the main entrances (facing the private driveway) and the end walls facing the front and rear property lines.

3.6.3 Blank endwalls shall be avoided by means such as, but not limited to: location of door on side wall of corner unit; placement of windows; architectural detailing. The exact detailing can be varied from that shown on Schedule D, but must contain as many, or more features.

3.6.4 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.6.5 Utility meters, central air conditioning units, fuel tanks and exhaust vents shall not be located in the front yard.

3.6.6 Modifications to the architectural design of the buildings such as the facade features and the type of exterior materials are permitted, provided that such modifications are minor in nature.

- 3.6.7 The Developer shall be entitled to modify the internal floor plans and the configuration of internal units provided the number of units and building size has not increased and the exterior appearance of the building is not affected.

3.7 Fencing

The Developer shall provide a decorative opaque fence a minimum of five feet in height but no greater than six feet in height along the entirety of the side and rear property lines, as shown on Schedule B.

3.8 Parking, Circulation And Access

- 3.8.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as illustrated on Schedule "B".
- 3.8.2 All parking areas, shared accesses and driveways shall have a finished hard surface such as asphalt, concrete, paving stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.8.3 The private driveway shall have a minimum travel surface of 20 feet (6.9 m), but shall be a minimum of 23 feet (7.01 m) at the street right of way.
- 3.8.4 Each dwelling unit shall be serviced by an individual parking space off the private driveway. This parking space shall not be asphalt or gravel, but may be concrete, decorative paving stone, or any other material that in the opinion of the Development Officer is a suitable contrast to the private driveway. Individual parking spaces shall be a minimum of 8 feet by 16 feet (2.44 m by 4.88 m).
- 3.8.5 A minimum of 8 individual parking spaces shall be paired with a 3 foot (0.91 m) wide landscape strip or a masonry material between spaces.

3.9 Community Sign

A maximum of one ground sign shall be permitted in the front yard to denote the community name. 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 6 feet (1.83 m) and the face area of the sign shall not exceed 25 square feet (2.32 sq.m). The sign 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.

PART 4: LANDSCAPE REQUIREMENTS

4.1 Landscape Details

- 4.1.1 The Developer agrees that Landscaping or appropriate vegetative cover shall be provided in all areas not occupied by buildings, driveways, and parking spaces, which shall be a minimum of 35% of the development, as generally shown on Schedule B.
- 4.1.2 Notwithstanding the above, where the end units have side entrances in the rear and front yards, the area directly in front of the side entrance shall not be grass, but shall be a decorative patio stone, concrete landing area, wooden steps, decking, or similar material, to allow for access to this entrance. This area shall be no larger than 16 square feet (1.49 m²).
- 4.1.3 Trees, as shown on Schedule B, shall be high branching deciduous trees, having a minimum size of 2.4 inch diameter (60 mm caliper). There shall be a minimum of 6 trees in the front yard, and 5 trees in the rear yard.
- 4.1.4 Type B shrubs as shown on Schedule B shall be Alberta Spruce, or a similar species which typically grows to the same size or larger, and shall be spaced 2 - 3 feet (0.61 - 0.91 m) apart. There shall be a minimum of 9 type A shrubs located in the front yard, and 5 type A shrubs in the rear yard.
- 4.1.5 Type C shrubs as generally shown on Schedule B shall include weigela and rose bushes, or a similar flowering plant, and shall have a minimum height of 2 feet (60 cm). There shall be a minimum of 20 type B shrubs located in proximity to the front entrances of the dwelling units, and a minimum of 6 type B shrubs located in the front yard.
- 4.1.6 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.

4.2 Compliance with the Landscape Plan

- 4.2.1 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement, which the Development Officer may accept as sufficient record of compliance with the landscape plan.
- 4.2.2 Notwithstanding Section 4.2.1 the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping for the entire property. 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 Schedule B. 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.

PART 5: STORMWATER MANAGEMENT AND LOT GRADING

5.1 Lot Grading Plan

- 5.1.1 The Developer shall engage a qualified professional to prepare a Lot Grading Plan which complies with the requirements of the Lot Grading and Drainage By-law L-300, as amended. The Developer shall provide written confirmation of compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly carried out, remedial or corrective measures shall be carried out by the Developer at its cost.
- 5.1.2 No Occupancy Permit shall be granted unless the requirements of Section 5.1.1 have been satisfied or a security deposit for the completion of the work has been provided in accordance with the requirements of Part 6 of the Municipality's Lot Grading and Drainage By-law.

PART 6: STREETS AND MUNICIPAL SERVICES

6.1 General

All construction shall conform to the Municipal Services Specifications unless otherwise varied by this Agreement and shall receive written approval from the Development Engineer prior to undertaking any work.

6.2 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.

6.3 Water and Sanitary Services

Each of two buildings in the development shall be serviced with water and sanitary services with their own separate laterals directly from Mayor Avenue.

PART 7: MAINTENANCE

7.1 Site Maintenance

The Developer, while owner of the Lands, and all future property owners shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the buildings, 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/sanding of walkways and driveways.

PART 8: REQUIREMENTS PRIOR TO APPROVAL

8.1 Issuance of Permits

8.1.1 Prior to the issuance of any municipal Permits, the Developer shall complete the MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process, as outlined by the Municipality.

8.1.2 Prior to the issuance of a Building Permit, the Developer shall submit the following unless otherwise stated by the Municipality:

- (a) A Lot Grading Plan prepared by a qualified Professional Engineer;
- (b) Proof that a final subdivision plan has been approved and registered, and the lots have been consolidated.

8.1.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Certification from a qualified professional engineer indicating that the Developer has complied with the Lot Grading Plan required pursuant to this Agreement;
- (b) Certification from a qualified professional indicating that the Developer has complied with the Landscaping measures required pursuant to this Agreement, or the appropriate securities pursuant to Section 4.2 of the is agreement.

8.2 Occupancy Permit

Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and

until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

PART 9: AMENDMENTS

9.1 Substantive Amendments

Amendments to any matters not identified under Section 9.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

9.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 10.3.1 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 10.4.1 of this Agreement; and
- (c) Changes to the landscaping requirements detailed in Part 4 or which, in the opinion of the Development Officer, are not generally in conformance with Schedule B.

PART 10: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

10.1 Registration

A copy of this Agreement and every amendment and/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.

10.2 Subsequent Owners

- 10.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which is the subject of this Agreement until this Agreement is discharged by Council.
- 10.2.2 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).

10.3 Commencement of Development

- 10.3.1 In the event that development on the Lands has not commenced within 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.

10.3.2 For the purpose of this section, commencement of development shall mean installation of the footings/foundation for one of proposed buildings.

10.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 9.2, 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.

10.4 Completion of Development

10.4.1 If the Developer fails to complete the development after 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.

10.4.2 Upon the completion of the whole 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; or
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Mainland Halifax, as may be amended from time to time.

PART 11: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

11.1 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.

11.2 Failure to Comply

If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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; and/or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remediation under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Development Agreement, made in triplicate, was properly executed by the respective Parties on this _____ day of _____, A.D., 2010.

Signed, sealed and delivered in the presence of:

per: _____
=====

Sealed, Delivered and Attested by the proper signing officers of Halifax Regional Municipality duly authorized on that behalf in the presence of

per: _____

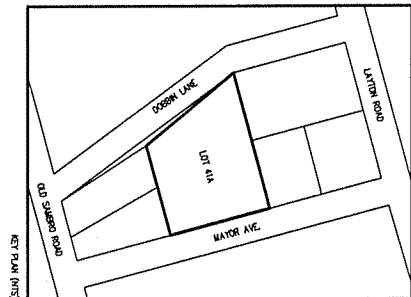
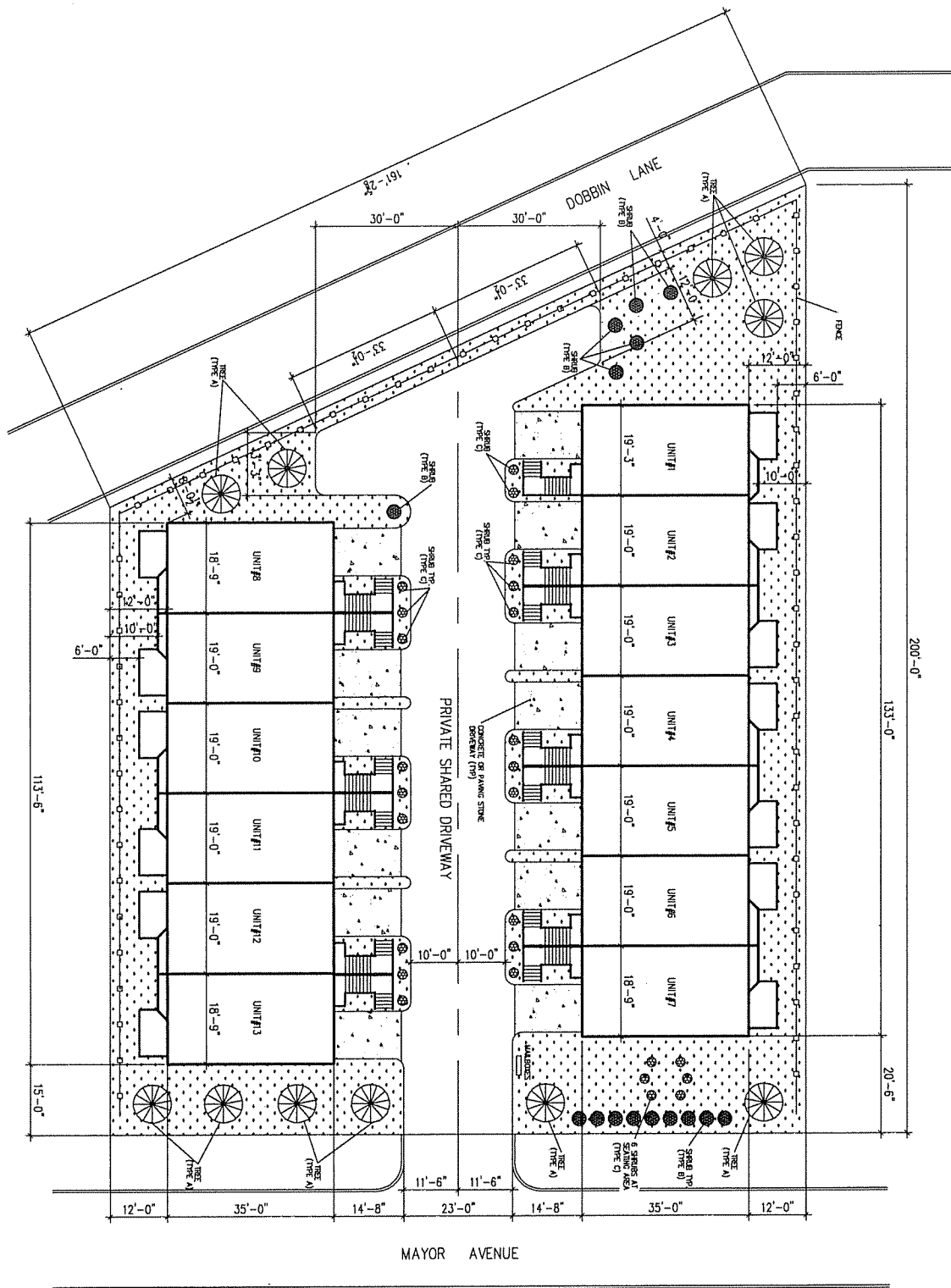
**OLYMPIA DEVELOPMENTS
INCORPORATED**

per: _____
=====

HALIFAX REGIONAL MUNICIPALITY

per: _____
MAYOR

per: _____
ACTING MUNICIPAL CLERK



- TYPE A TREE
- TYPE B SHRUB (AUSTIA SPICE OR SILLAR)
- TYPE C SHRUB (MOCKA ROSE BUSH OR SILLAR)

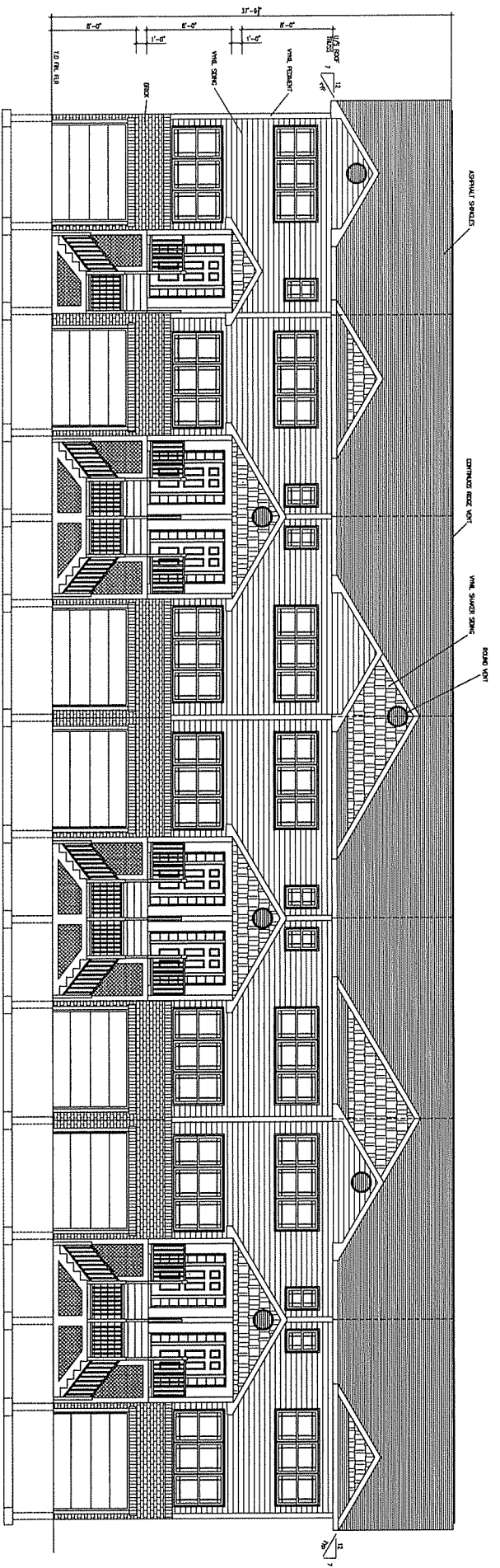
SITE SUMMARY

TOTAL LOT AREA = ± 24,313 sq. ft.
 BUILDING AREA = ± 51,100 sq. ft.
 LANDSCAPING AREA = ± 5,765 sq. ft.
 LANDSCAPING = 36.1%

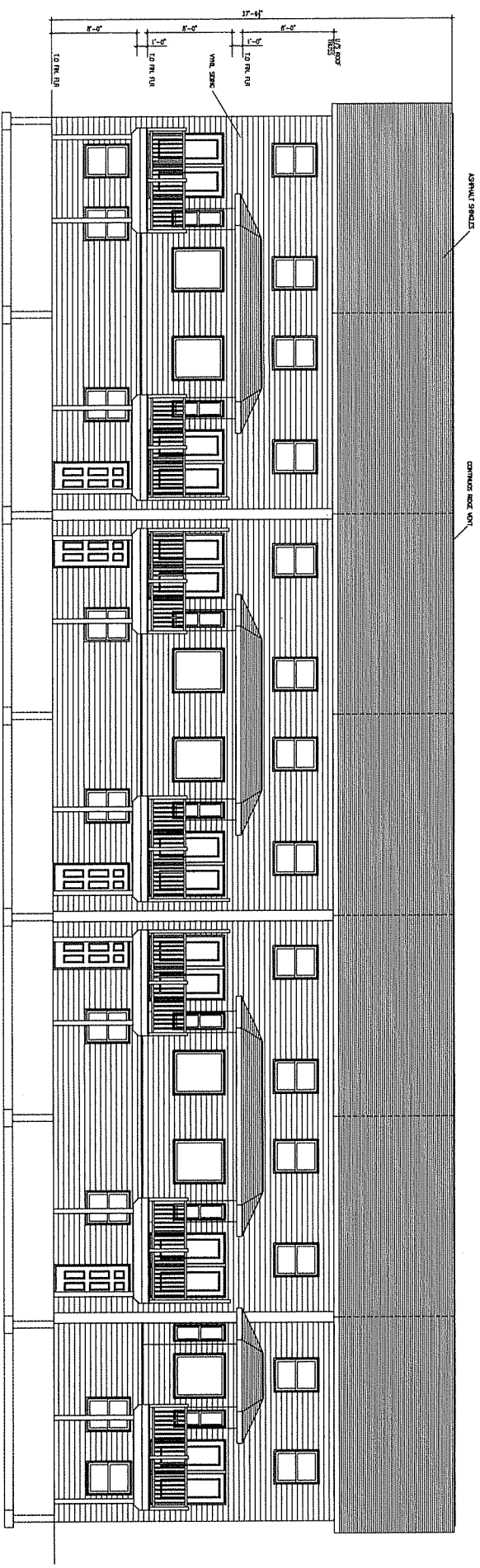
3-STORY WOOD FRAMED TOWNHOUSES ON SLAB.
 UNIT CEILING HEIGHT 8'-0"
 U/S WINDOW HEADERS IS 7'-0"
 TOTAL NUMBER OF UNITS = 13

PARKING REQUIREMENTS ARE 1 PARKING SPACE PER UNIT
 NET COVERED & PARKING AREA = 40,940 sq. ft. OR 25.5%

PROJECT:		ROW HOUSES AT 21&23 MAYOR AVE.	
SCALE:	DATE:	APPROVED BY:	DRAWN BY:
1"=20'	MAY/2009	[Signature]	SKERR
TITLE:		SCHEDULE B	
LOCATION:		HALIFAX COUNTY, NOVA SCOTIA	
DRAWING NO.:		SCHEDULE B	

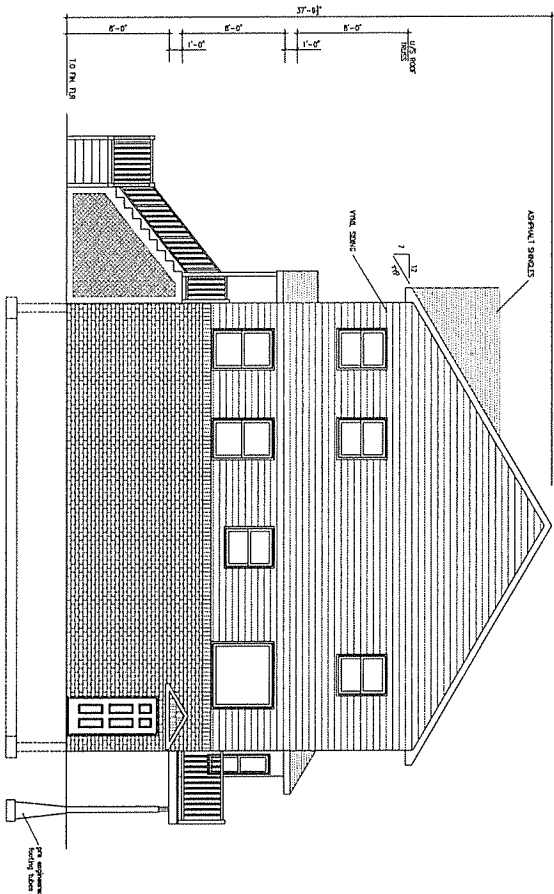


FRONT ELEVATION

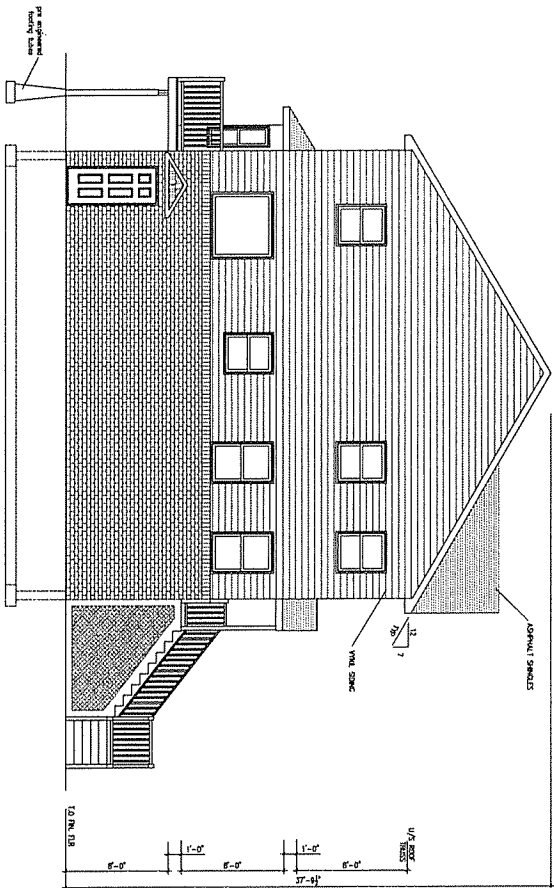


REAR ELEVATION

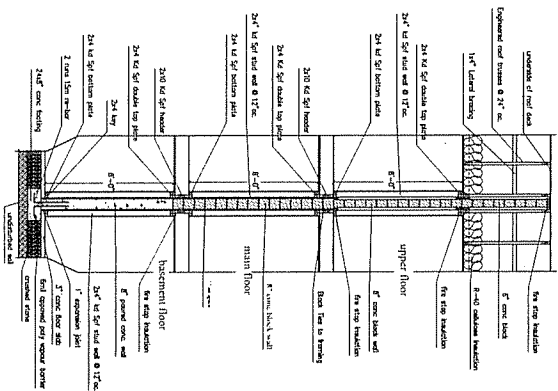
PROJECT: ROW HOUSES AT 21&23 MAYER AVE.			
SCALE:	APPROVED BY:	DRAWN BY:	SKERR
DATE: MAY/2009		CHECKED BY:	
TITLE:	FRONT & BACK ELEVATION (7 UNIT BLD'G)		
LOCATION:	HALIFAX COUNTY, NOVA SCOTIA		
		DESIGNED BY:	SCHEDULE C



RIGHT SIDE ELEVATION

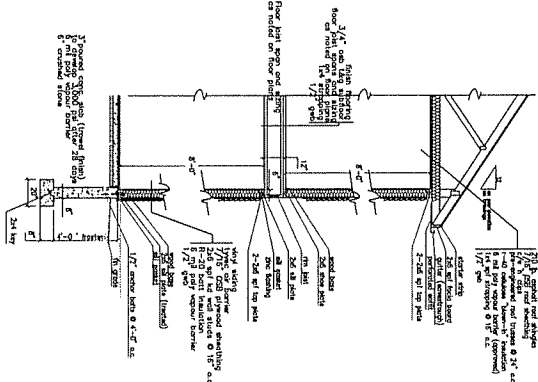


LEFT SIDE ELEVATION



Demising Wall Detail

NOT TO SCALE

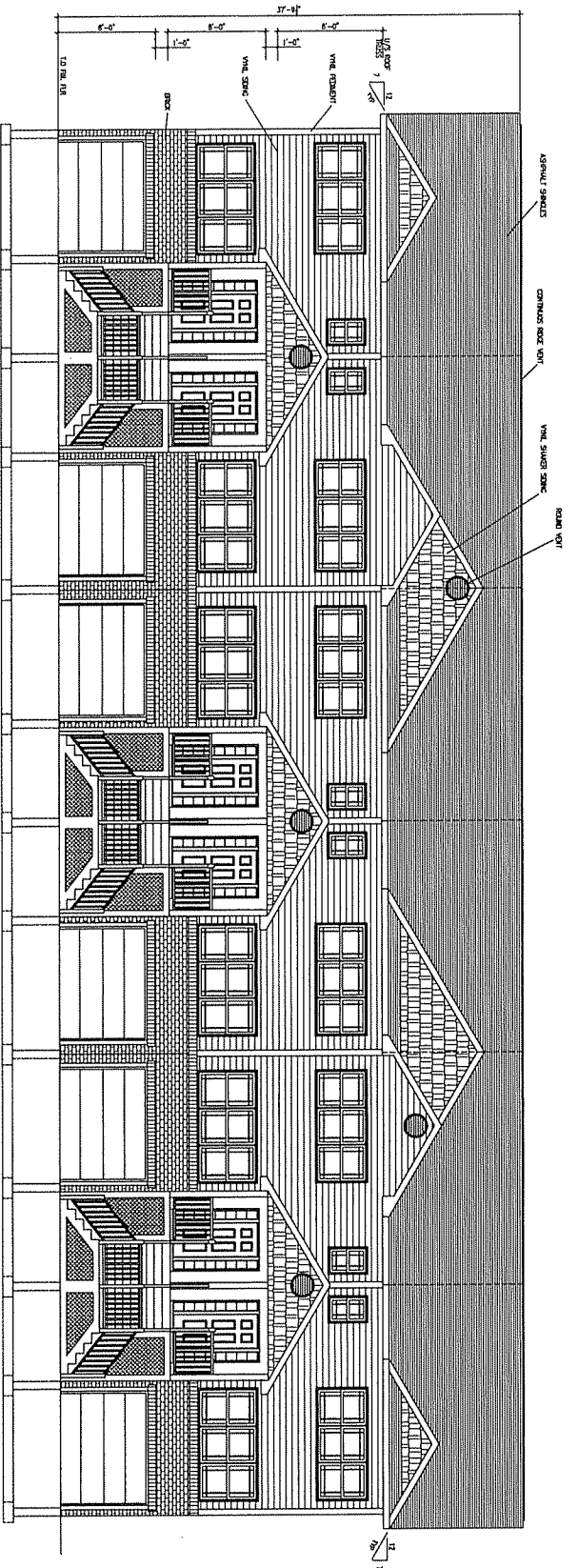


Typical Wall Section

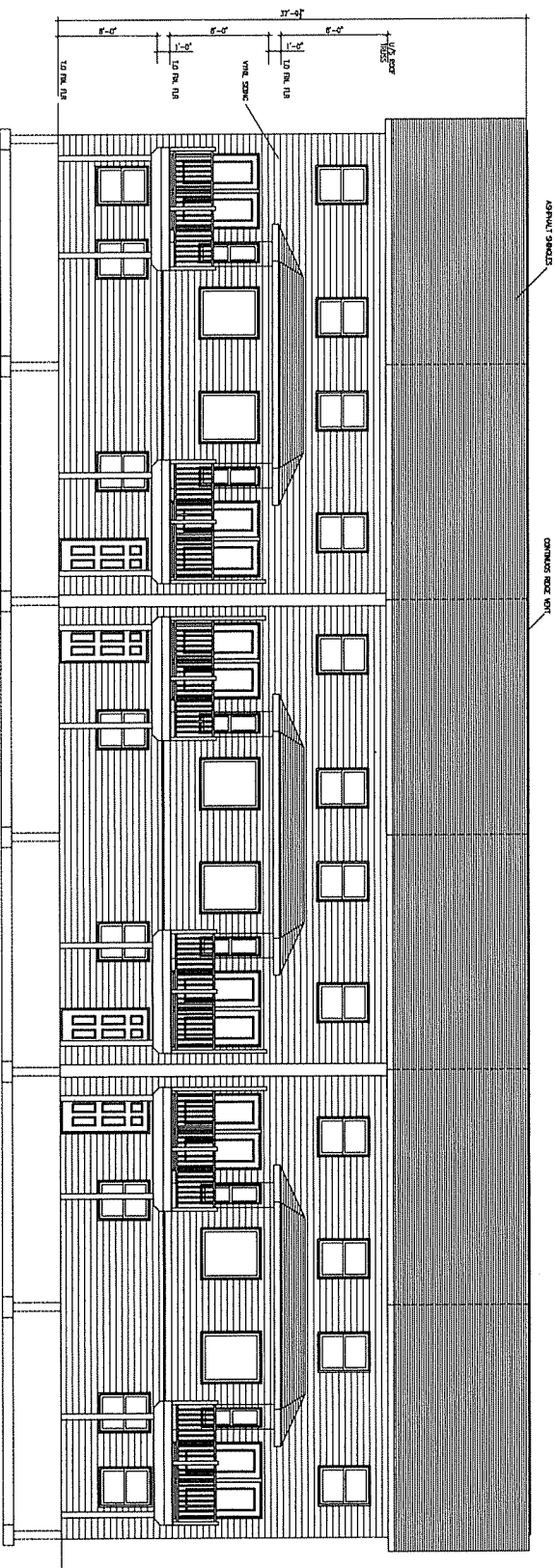
GENERAL NOTES

1. CONSTRUCTION TO CONFORM TO NOVA SCOTIA BUILDING CODE AND CENTRAL MORTGAGE AND HOUSING STANDARDS.
2. ELECTRICAL AND PLUMBING WORK SHALL CONFORM TO THE RULES AND REGULATIONS OF THE MUNICIPAL HYDRO ELECTRICAL AUTHORITY.
3. FOOTINGS TO REST ON NATURAL UNDISTURBED SOIL WITH A MINIMUM BEARING CAPACITY OF 200 KPa.
4. EXTERIOR FOOTINGS SHALL BE CARRIED DOWN A MINIMUM OF 4'-0" BELOW FINISHED GRADE.
5. STEP IN STEPPED FOOTING SHALL NOT EXCEED A MAXIMUM OF 2'-0" VERTICALLY AND A MINIMUM OF 2'-0" HORIZONTALITY.
6. MINIMUM COMPRESSIVE STRENGTH FOR UNREINFORCED CONCRETE AT 28 DAYS TO BE 14 MPa AND 25 MPa WITH 5-BX AIR ENTRAINMENT.
7. MINIMUM GRADE FOR ALL STRUCTURAL STEEL TO BE C40.2-300K.
8. ALL STRUCTURAL FRAMING LUMBER TO BE EASTERN SPRUCE No. 1 CONSTRUCTION GRADE.
9. BUILT-UP WOOD BEAMS AND JOISTS TO HAVE MINIMUM END BEARING OF 3 1/2".
10. PROVIDE TRIM STUDS AT CORNERS AND INTERSECTIONS, DOUBLE STUDS AT CORNERS, SINGLE BOTTOM PLATE AND DOUBLE TOP PLATE AT ALL LOAD BEARING WALLS.
11. EXTERIOR FRAMING TO BE FIRE STOPPED AT EACH FLOOR LEVEL.
12. MAXIMUM ROOF TRUSS DEFLECTION TO BE 1/360 OF THE SPAN.
13. PROVIDE MINIMUM ROOF VENTILATION OF 1/200 INSULATED CEILING AREA IN ATTIC SPACE. SOFT TO BE LOCATED UNDER ROOF RIDGE.

PROJECT			
ROW HOUSES AT 21&23 MAYER AVE.			
SCALE	APPROVED BY	DRAWN BY	S. KERR
DATE MAY/2009		CHECKED BY	
TITLE			
SIDE ELEVATION & WALL SECTIONS			
LOCATION		DRAWING No.	
HALIFAX COUNTY, NOVA SCOTIA		SCHEDULE D	

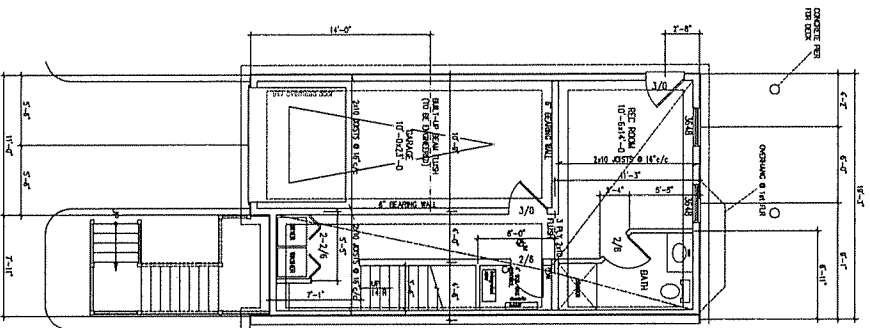


FRONT ELEVATION

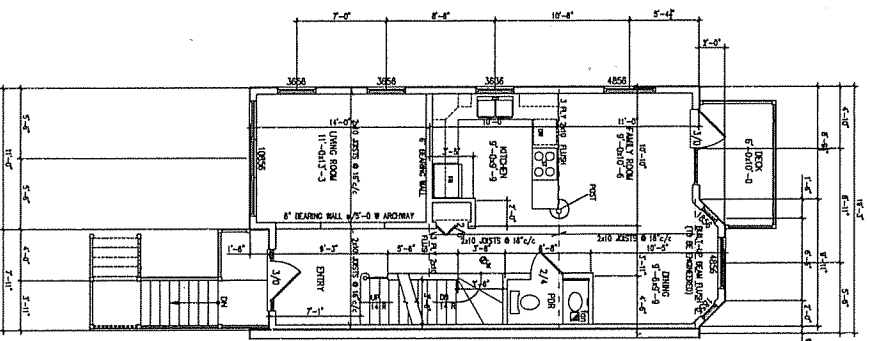


REAR ELEVATION

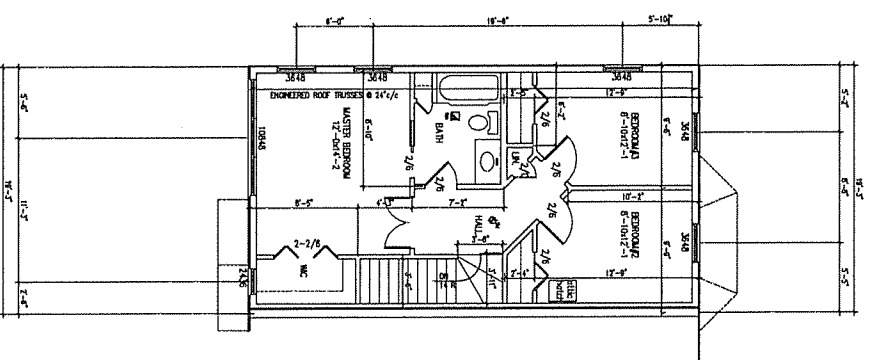
PROJECT					
ROW HOUSES AT 21&23 MAYER AVE.					
SCALE	APPROVED BY:		DRAWN BY: SKERR		
DATE: MAY/2009			CHECKED BY:		
TITLE: FRONT & BACK ELEVATION (6 UNIT BLD'G)					
LOCATION: HALIFAX COUNTY, NOVA SCOTIA					
			DRAWING NO. SCHEDULE E		



BASMENT FLOOR PLAN



1st FLOOR PLAN



2nd FLOOR PLAN

NOTES:
1. ALL BUILDINGS TO BE CONSTRUCTED IN ACCORDANCE WITH CURRENT
2. LOCAL AND NATIONAL BUILDING CODES AND BY-LAWS
3. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED
4. ALL BUILD-UP BEAMS TO BE NOTED BY DOTTED DIMENSION
5. DIMENSIONS SHOWN CORNER MARKERS SHOW DETECTION BSH
6. DIMENSIONS SHOWN DIMENSION

PROJECT:		ROW HOUSES AT 21&23 MAYER AVE.	
SCALE:	APPROVED BY:	DESIGNED BY:	DATE:
DATE:	SCALE:	DATE:	SCALE:
FLOOR PLANS		SCHEDULE F	
LOCATION:		DATE:	
HALIFAX COUNTY, NOVA SCOTIA		SCHEDULE F	