



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

**Chebucto Community Council**  
**May 7, 2012**

**TO:** Chair and Members of Chebucto Community Council

**SUBMITTED BY:** \_\_\_\_\_  
Brad Anguish, Director of Community and Recreation Services

**DATE:** May 4, 2012

**SUBJECT:** **Case 17330 – Stage II Development Agreement – Block C, Washmill Lake Drive, Halifax**

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**ORIGIN**

Application by Clayton Developments for a Stage II Development Agreement to establish a new townhouse development for Block C of Phase 5 Clayton Park West, Halifax.

**RECOMMENDATION**

It is recommended that Chebucto Community Council:

1. Approve, by resolution, the Stage II Development Agreement as shown in Attachment A of this report for a new townhouse development on Block C of Phase 5, Clayton Park West, Washmill Lake Drive, Halifax; and
2. Require that the Stage II Development Agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval shall be void and any obligations arising hereunder shall be at an end.

## **BACKGROUND**

### **Proposal:**

The applicant is requesting the approval of a Stage II development agreement for Block C of Phase 5 of Clayton Park West, Washmill Lake Drive, Halifax (Map 1). The proposal is for a condominium townhouse development on a single property comprising 6 townhouse blocks, each consisting of 5 to 6 units. Access to each unit will be gained via a shared, private driveway off Washmill Lake Drive. The total number of dwelling units for the development will be 35, comprising maximum theoretical density of 117.25 people. The proposal also includes provision for the establishment of a common building (clubhouse) on the lands for the private use of the townhouse residents.

### **Subject Lands:**

The subject lands are located off Washmill Lake Drive (Map 1), and are generally described as follows:

- Approximately 3.54 hectares (8.74 acres) in total area;
- Vacant and mostly tree covered;
- Two wet areas are located on the lands: one next to Washmill Lake Drive in the south west corner of the lands and the other in the northeast section (Schedule B of Attachment A);
- Identified as Schedule K by the Land Use By-law for Halifax Mainland (LUB) (Map 1); and
- Designated Residential Environments by the Halifax Municipal Planning Strategy (MPS) (Map 2).

The surrounding area is predominantly comprised of multiple unit residential buildings and the Halifax Water reservoir immediately to the northeast.

### **Policy Context:**

The extent of the Clayton Park West Phase 5 lands are illustrated on Map 1 of this report. These lands are within two designations “Residential Environments and Commercial” under the MPS (Map 2) and are zoned Schedule K under the LUB (Map 1). The MPS and LUB require development in Schedule K areas to proceed in two stages through the development agreement process.

The first stage, which is regulated through the use of a Stage I development agreement, provides a comprehensive concept for the development and includes detail related to such elements as; street layouts, types of land use, site design, maximum building height, and general building design. The second stage, which is regulated through the use of a Stage II development agreement, and guided by the Stage I development agreement, provides for a more detailed plan for each site or phase which is tailored to address each aspect of the development. A Stage II development agreement addresses the detailed site and building design.

**Phase 5 – General Details:**

The Stage I development agreement for Clayton Park West Phase 5 divides the phase into eight large blocks, and allows for a mixed use development which includes multiple unit residential, townhouse, commercial, institutional, and park uses (Map 3). Blocks A, B, C and D are to be developed for residential, commercial or institutional uses. Block G, which is located immediately east of Block A, is to be deeded to the Municipality for park uses. Block F is to remain under the ownership of Halifax Water and be used for water utility purposes. Blocks E and H will remain under the ownership of the Municipality and are not intended for development.

**DISCUSSION**

Staff have reviewed the Stage II development proposal and determined that it is consistent with the Stage I development agreement and relevant MPS policies. The following issues have been identified for more detailed discussion.

**Density:**

The Stage I development agreement allows either multiple unit residential, minor commercial (Section 3.1.1 and Schedule B of the Stage I agreement) or institutional uses on Block C to a maximum theoretical density of 117.25 people. Accordingly, the proposed Stage II development agreement (Attachment A) allows for a multi-unit building containing up to 35 dwelling units while limiting density to 117.25 people.

**Building Design:**

The Stage I development agreement provides design guidelines for buildings on each of the blocks. The guidelines place controls on architectural detailing and treatment, the permitted uses of each building, and requirements for certain materials and functional elements.

The proposed Stage II development agreement requires the buildings be designed and constructed to comply with a series of building elevations appended to the agreement which are consistent with the design guidelines of the Stage I development agreement.

**Driveway Access and Parking:**

A traffic impact study for the whole of Clayton Park West Phase 5 was provided and accepted as part of the Stage I agreement process. Under the proposed Stage II development agreement, each townhouse block and unit will gain access to Washmill Lake Drive via a common shared private driveway. The clubhouse will be accessed by a separate driveway. Under HRM's *Civic Addressing By-Law*, the developer is required to erect and maintain a street sign at the entrance to the driveway for identification purposes.

The number of parking spaces is limited to that shown on the site plan (Schedule B of Attachment A). However, if it is determined that additional parking is needed in the future, the developer may seek an amendment to the agreement at that time.

**Clubhouse:**

The applicant wishes to establish a clubhouse on the lands to provide private recreation, amenity and office space for the private use of the townhouse residents and their guests. The building may include an indoor recreation/common area, gym, library, office, storage, kitchen and washrooms. The proposed agreement includes development criteria for the clubhouse and prohibits the building from being used as a residential unit(s) as the development is already at its maximum density.

**Site Design:**

The Stage I development agreement also addresses site design requirements, including matters related to surface parking, pedestrian access, pedestrian-oriented lighting and landscaping. The proposed Stage II development agreement limits parking to the area in front of individual units and an overflow and visitor parking area near Washmill Lake Drive as shown on Schedule B of the Agreement. The proposed Stage II development agreement also requires the installation of walkways, to the wet area near Washmill Lake Drive and the clubhouse, as well as pedestrian-oriented lighting. Attention to pedestrian oriented site design is consistent with the MPS, which places an emphasis on pedestrian circulation.

The MPS also speaks to the conservation of natural environmental features, including waterways and mature trees. The proposed Stage II development agreement requires a portion of the site to be retained as a tree preservation/non-disturbance area, including land surrounding both wet areas as located on the site plan. The small pond located near Washmill Lake Drive will be accessible via a boardwalk/walkway from the shared driveway. However, no vegetation will be disturbed around or adjacent the wet area in the northeast corner of the lands.

**Presence of acid-bearing slates:**

The subject area is known to contain sulphide bearing slates. Any disturbance to these slates during construction must be undertaken in accordance with the requirements of the Nova Scotia Department of Environment and Labour.

**Halifax Watershed Advisory Board:**

The application was presented to the Halifax Watershed Advisory Board (HWAB) on January 18, 2012. The Board has a number of recommendations that it wishes to have included within the development agreement (see the separate report from HWAB dated March 17, 2012 provided under separate cover). The majority of the recommendations concern the environmental impact of the townhouse development during construction.

Of the HWAB recommendations, the proposed development agreement has regulations that address factors relating to erosion and sedimentation control, site grading, re-instatement of disturbed areas, water monitoring, and stormwater management plans (refer to Environmental Concerns section below). Other matters raised by the Board are beyond the legislative mandate of what may be regulated by a development agreement or beyond the context of the applicable MPS policies. However, the developer has been made aware of the recommendations and they may be incorporated as part of the proposal on a voluntary basis.

**Environmental Concerns:**

As required by the Stage I development agreement, the proposed Stage II development agreement requires Erosion and Sedimentation Control and Stormwater Management plans be prepared prior to site work, which will be forwarded to the HWAB for information purposes only. As noted, the proposed Stage II development agreement also requires the maintenance of a tree preservation/non-disturbance area, which includes land surrounding the two wet areas.

**Legal Review:**

Consistent with Chebucto Community Council’s motion of October 5, 2009, the proposed Stage II development agreement has been reviewed by HRM’s Legal Services and its content has been approved.

**Conclusion:**

The development of 35 townhouse units plus a clubhouse on Block C of Phase 5 of Clayton Park West, as outlined in the proposed Stage II development agreement attached to this report, is consistent with the Stage I development agreement and the MPS. As such, it is recommended that Chebucto Community Council approve the proposed Stage II development agreement.

**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 approved budget with existing resources.

**FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

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

**COMMUNITY ENGAGEMENT**

As the Stage I development agreement identifies all Stage II development agreements as non-substantive matters, community engagement is not required for this application. However, information related to the application has been advertised on the Halifax Regional Municipality website. The applicant has also placed a sign on the property giving notice of the application.

**ENVIRONMENTAL IMPLICATIONS**

The proposal meets all relevant, environmental policies contained in the Halifax MPS. Please refer to the Discussion section of this report for further information.

**ALTERNATIVES**

1. Council may choose to approve the proposed Stage II development agreement as set out in Attachment A of this report. This is the recommended course of action.
2. Council may choose to approve the proposed Stage II development agreement subject to modifications. This may necessitate further negotiation with the applicant and the preparation of a supplementary staff report.
3. Council may choose to refuse the proposed development agreement, and in doing so, must provide reasons based on a conflict with MPS policies and the Stage I development agreement. This alternative is not recommended for the reasons outlined in this report.

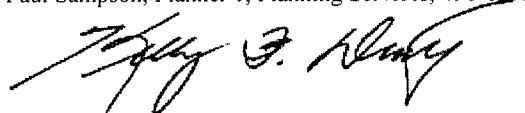
**ATTACHMENTS**

- Map 1: Location and Zoning Map  
Map 2: Generalized Future Land Use Map  
Map 3: Clayton Park West Phase 5 Stage I Concept Plan
- Attachment A: Proposed Stage II Development Agreement

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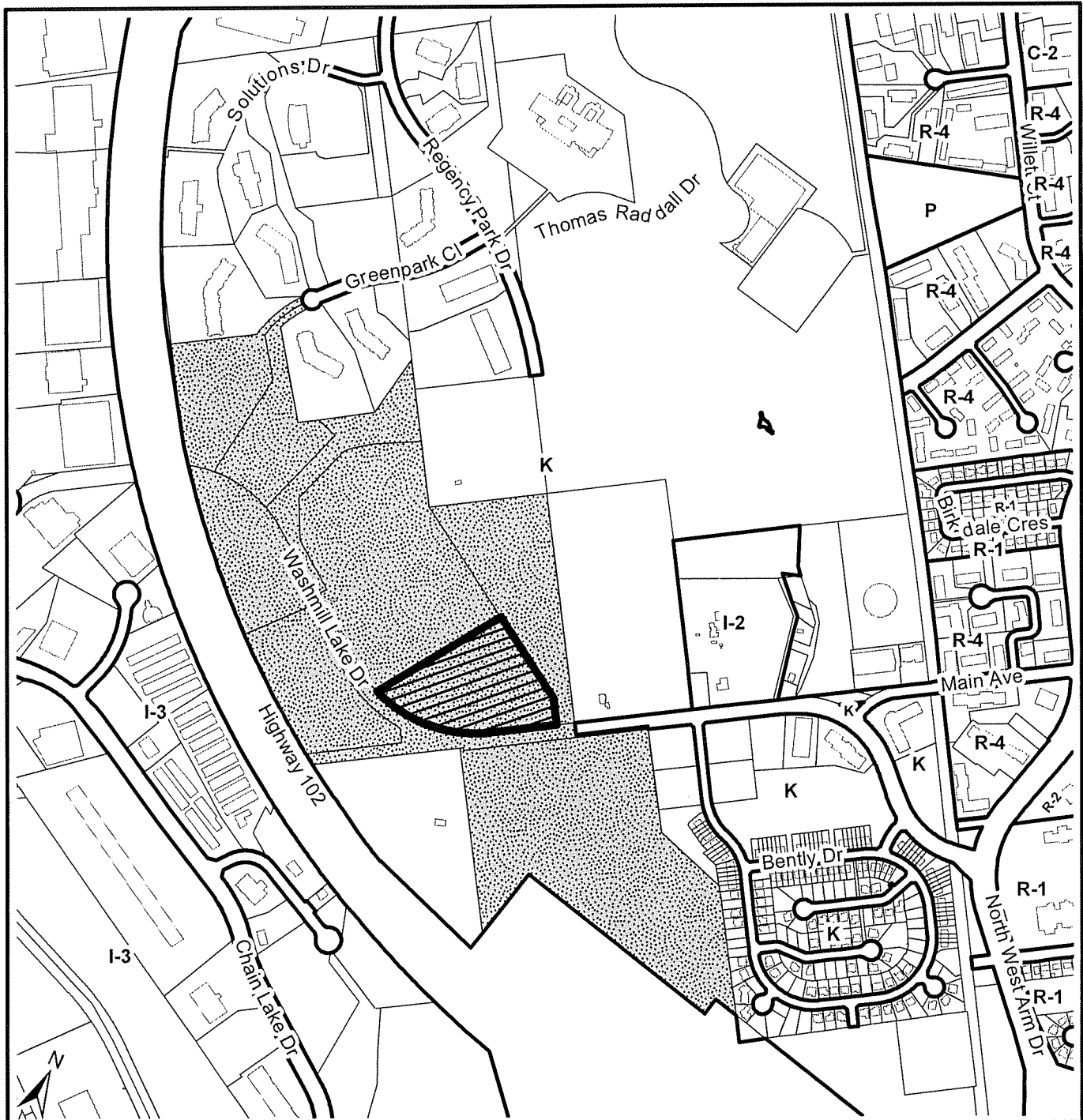
A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/cc.html> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Paul Sampson, Planner 1, Planning Services, 490-6259




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

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**Map 1 - Location and Zoning**

Washmill Lake Drive  
Halifax

 Extent of Existing Stage I Agreement

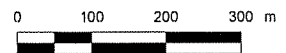
 Block C

Halifax Mainland  
Land Use By-Law Area

**Zone**

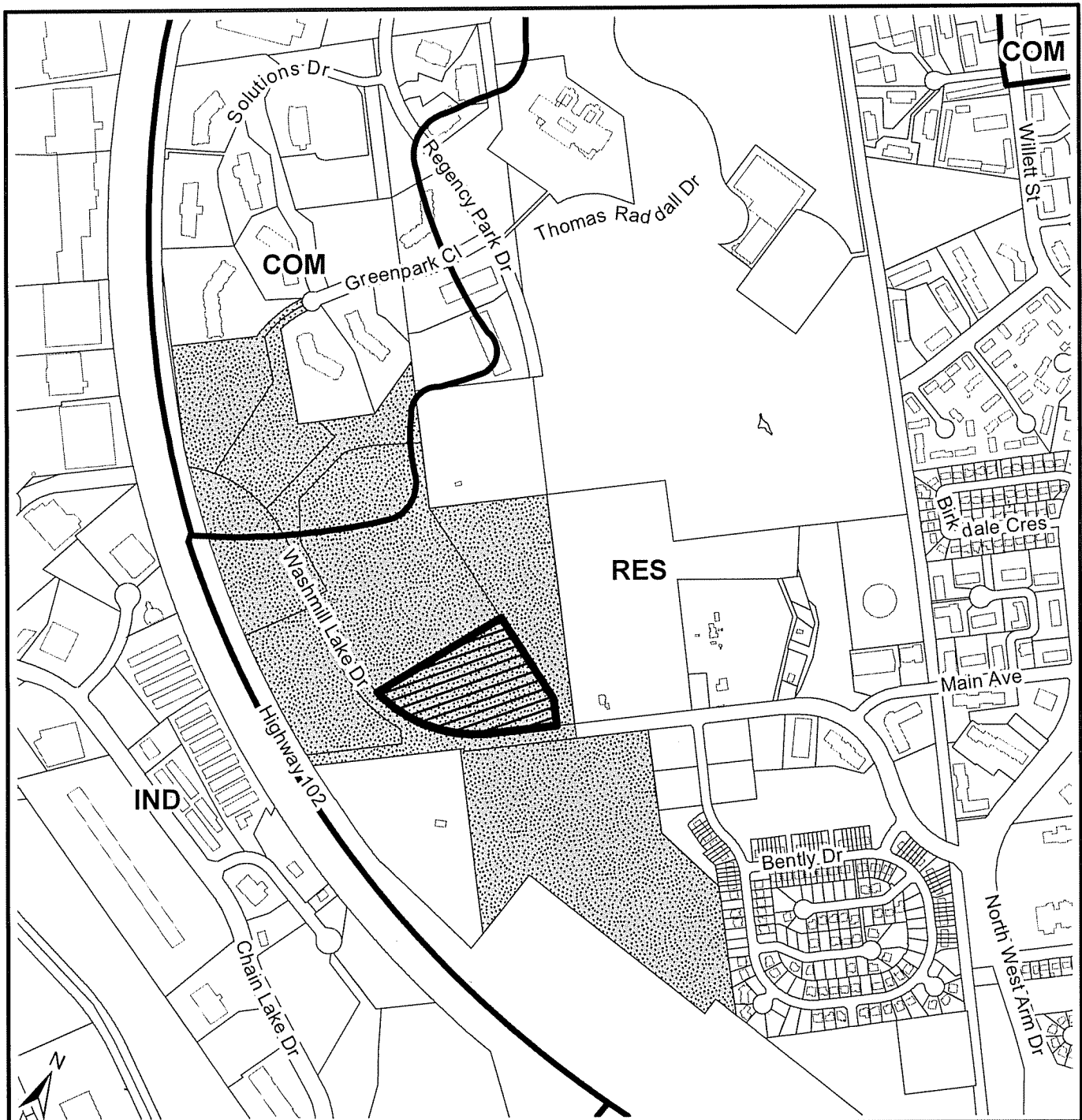
- R-1 Single Family Dwelling
- R-2 Two Family Dwelling
- R-4 Multiple Dwelling
- C-2 General Business
- I-2 Radio Transmitter
- I-3 General Industrial
- K Schedule K
- P Park and Institutional

**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT & RECREATION  
PLANNING SERVICES




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

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



**Map 2 - Generalized Future Land Use**

Washmill Lake Drive  
Halifax

 Extent of Existing Stage I Agreement

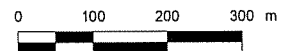
 Block C

Halifax Plan Area

**Designation**

- RES Residential Environments
- COM Commercial
- IND Industrial

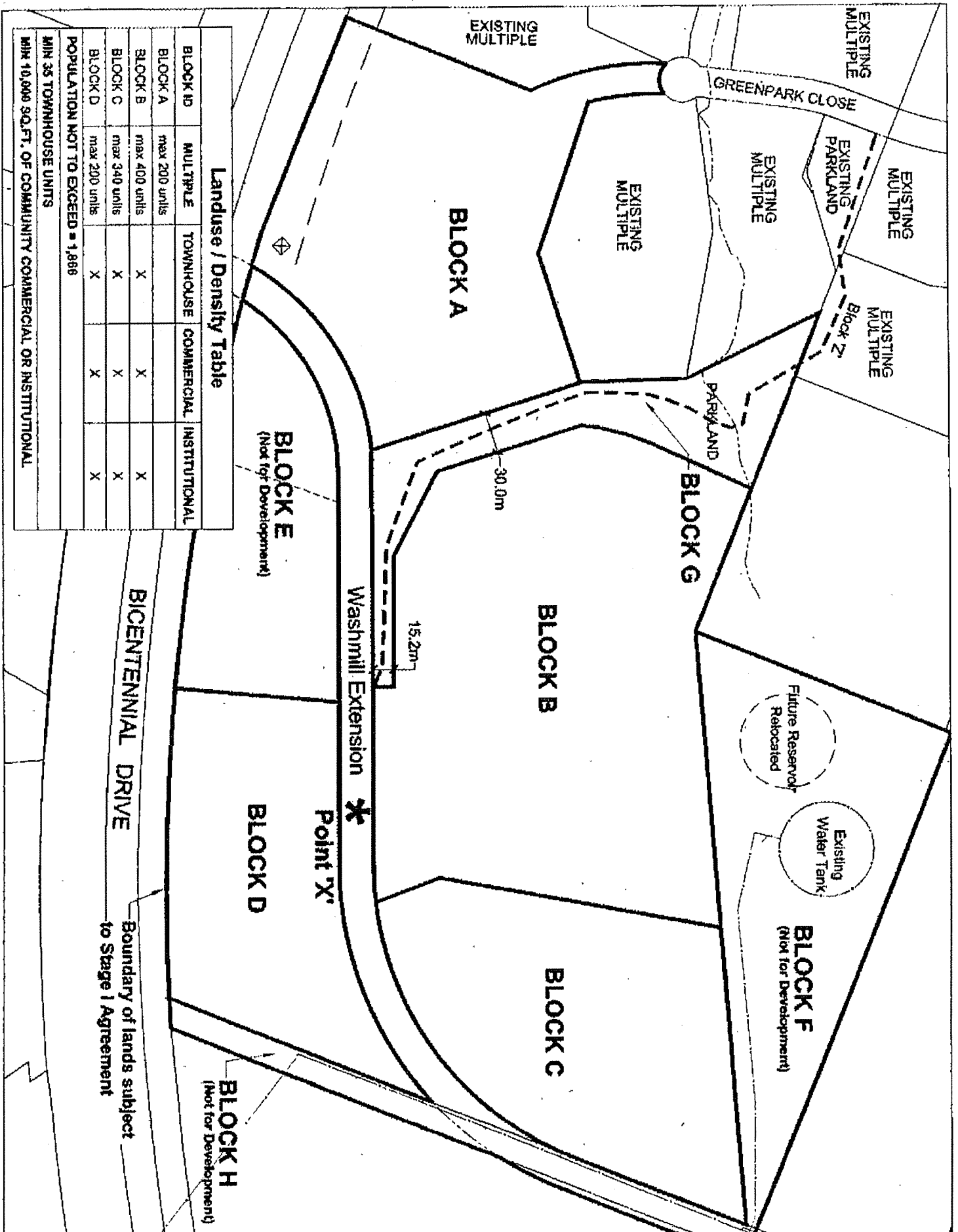
**HALIFAX**  
REGIONAL MUNICIPALITY  
COMMUNITY DEVELOPMENT & RECREATION  
PLANNING SERVICES



This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated

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





Landuse / Density Table

BLOCK ID	MULTIPLE	TOWNHOUSE	COMMERCIAL	INSTITUTIONAL
BLOCK A	max 200 units			
BLOCK B	max 400 units	X	X	X
BLOCK C	max 340 units	X	X	X
BLOCK D	max 200 units	X	X	X

POPULATION NOT TO EXCEED = 1,868

MIN 35 TOWNHOUSE UNITS

MIN 10,000 SQFT. OF COMMUNITY COMMERCIAL OR INSTITUTIONAL

BICENTENNIAL DRIVE

Boundary of lands subject to Stage 1 Agreement

Point 'X'

Washmill Extension

BLOCK H  
(Not for Development)

BLOCK D

BLOCK E  
(Not for Development)

BLOCK B

BLOCK C

BLOCK G

BLOCK F  
(Not for Development)

Future Reservoir Relocated

Existing Water Tank

PARKLAND

EXISTING PARKLAND

GREENPARK CLOSE

EXISTING MULTIPLE

EXISTING MULTIPLE

EXISTING MULTIPLE

Block Z

EXISTING MULTIPLE

EXISTING MULTIPLE

EXISTING MULTIPLE

BLOCK A

30.0m

15.2m

**Attachment A:**  
**Proposed Stage II Development Agreement**

THIS AGREEMENT made this      day of      , 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 PID **[Insert PID #s]**, Washmill Lake Drive, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Chebucto Community Council of the Halifax Regional Municipality approved a Stage I Development Agreement with Clayton Developments Limited and The Shaw Group Limited and Halifax Regional Water Commission to allow for the primary design and planning of a mixed commercial / residential development (Clayton Park West Phase 5) on January 4, 2010 (Municipal Case No. 01304), which said Development Agreement was registered at the Halifax County Land Registration Office as Document No. 95611076 (hereinafter called the "Existing Stage I Agreement");

AND WHEREAS the Chebucto Community Council for the Municipality amended the Stage I Agreement to address density distribution, the maximum number of multiple units per development block, and the clarification of the Stage II approval process on February 6, 2012 (Municipal Case No. 17123), which said Amending Development Agreement was registered at the Halifax County Land Registration Office as Document No. **[Insert – No.]** (hereinafter called the "First Amending Stage I Agreement");

AND WHEREAS the Developer has requested that the Municipality enter into a Stage II Development Agreement to allow for the development of Block C with a townhouse style residential development containing 35 dwelling units within six buildings and a private club house pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the Existing Stage I Agreement;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 17330; 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:

- (a) "Common Shared Private Driveway" means a driveway that is not a public street and has not been accepted nor is maintained by the Municipality or the Province.
- (b) "Club House" means a building used specifically by townhouse building tenants, guests and owners/ management that provides private recreation, amenity and office space, including but not limited to indoor recreation/ common area, gym, library, office, storage, kitchen and washrooms.
- (c) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects.
- (d) "Landscaped Area" means any combination of trees, shrubs, flowers, grass or other horticultural elements, decorative stonework, pavers, screening or other landscape architectural elements, all of which are designed to enhance the visual amenity of a property or to provide an amenity for common use by the occupants of a building.

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

### **3.1 Schedules**

The Developer shall develop 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 17330:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Front Elevation, Blocks 1-4
Schedule E	Left Elevation, Blocks 1-4
Schedule F	Right Elevation, Blocks 1-4
Schedule G	Rear Elevation, Blocks 1-4
Schedule H	Front Elevation, Blocks 5 & 6
Schedule I	Left Elevation, Blocks 5 & 6
Schedule J	Right Elevation, Blocks 5 & 6
Schedule K	Rear Elevation, Blocks 5 & 6
Schedule L	Front & Right Elevations, Club House
Schedule M	Left & Rear Elevations, Club House
Schedule N	Landscape Specifications

### **3.2 Requirements Prior to Approval**

3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide four (4) copies of the following to the Development Officer:

- (a) A detailed Site Disturbance plan prepared by a Professional Engineer in accordance with Section 5.1.1 (a) of this Agreement;
- (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (b) of this Agreement; and
- (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (c) of this Agreement.

3.2.2 Site work on the Lands shall not commence unless the Development Officer has issued a letter confirming the plans required pursuant to Section 3.2.1 of this Agreement have been submitted and are in conformance with Section 3.4.3 of this Agreement.

3.2.3 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 of this Agreement and acceptable to the Development Officer.

- 3.2.4 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer, as per the terms of this Agreement:
- (a) Certification from a Landscape Architect in accordance with Section 3.8 of this Agreement indicating that the Developer has complied with landscaping required pursuant to this Agreement, or Security in accordance with Section 3.8.4;
  - (b) Confirmation of the completion of the construction and commissioning of a water booster station and water transmission main to Halifax Water's Design and Construction Specifications.
- 3.2.5 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

- 3.3.1 The uses of the Lands permitted by this Agreement are the following:
- (a) A townhouse style residential development of up to thirty-five (35) dwelling units;
  - (b) A club house, as defined by this agreement, which shall not be used as a dwelling or a guest suite or for commercial purposes;
  - (c) Uses accessory to the above uses.
- 3.3.2 The density for Block C shall not exceed 117.25 theoretical persons. Each townhouse dwelling unit shall be calculated as 3.35 theoretical persons in accordance with Section 3.4 of the Existing Stage I Agreement.

### **3.4 Siting and Architectural Requirements**

- 3.4.1 The townhouse style residential development and club house shall be in conformance with Schedules B through M of this agreement.
- 3.4.2 The Development Officer may approve minor modifications to the exterior appearance and materials of the buildings, provided such modifications conform to the guidelines of Schedule C of the Existing Stage I agreement.

- 3.4.3 No development or disturbance of any kind shall be permitted beyond the “limit of disturbance” area except for a boardwalk/ walkway as shown on Schedules B and C.

### **3.5 SUBDIVISION OF THE LANDS**

Subdivision of the lands shall not be permitted, except by way of an amendment to this agreement.

### **3.6 PARKING, CIRCULATION AND ACCESS**

- 3.6.1 The Common Shared Private Driveway and vehicle parking areas shall be as shown on Schedules B and C.
- 3.6.2 The Common Shared Private Driveway and vehicle parking areas shall be finished with a hard surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.6.3 The limits of the parking area shall be defined by fencing, landscaping or curb.
- 3.6.4 The Common Shared Private Driveway and all services/ laterals shall be under private ownership and all maintenance is the responsibility of the owner.

### **3.7 OUTDOOR LIGHTING**

- 3.7.1 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.
- 3.7.2 Lighting on the Common Shared Private Driveways shall be directed away from residential buildings and shall use a full cut-off design. Proposed lighting shall be shown on the site plan and building drawings prior to the issuance of a building permit. All lighting shall be installed prior to the issuance of an occupancy permit.

### **3.8 LANDSCAPING**

- 3.8.1 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.
- 3.8.2 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C and the Landscape Specifications shown on Schedule N. 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.

- 3.8.3 Prior to issuance of any 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.
- 3.8.4 Notwithstanding Section 3.8.3 the 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.

### **3.9 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 private 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 reinstated to original condition or better.

### **3.10 TEMPORARY CONSTRUCTION BUILDING**

- 3.10.1 A 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 prior to the issuance of the Occupancy Permit for the last building.

### **3.11 SCREENING**

- 3.11.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.



- 3.11.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Common Shared Private Driveway and Washmill Lake Drive and HRM Parkland. 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.
- 3.11.3 Mechanical equipment shall be permitted on the roof provided the equipment is incorporated in to the architectural treatments and roof structure.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

All design and construction of primary and secondary service systems shall satisfy HRM's Municipal Design Guidelines and the latest edition of Halifax Water's 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.

### **4.3 Solid Waste Facilities**

The multiple unit building shall include designated space for five stream (garbage, recycling, paper, cardboard and organics) source separation services. 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.

### **4.4 Water Services**

No Occupancy Permit shall be issued until such time as the Development Officer is provided with written confirmation from Halifax Water of the completion of the construction and commissioning of a water booster station and water transmission main to Halifax Water's Design and Construction Specifications.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans**

5.1.1 Prior to the commencement of any site work on the Lands 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 four (4) copies of 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 four (4) copies of 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 four (4) copies of a detailed Subdivision Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Subdivision 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.

5.1.2 In accordance with the Existing Stage I Agreement as amended, plans required pursuant to clauses 5.1.1 (b) and 5.1.1 (c) of this Agreement shall be forwarded to the Halifax Watershed Advisory Board for information purposes.

### **5.2 Stormwater Management System**

5.2.1 The Developer agrees to construct at his own expense the Stormwater Management System pursuant to Subsection 5.1.1(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.

5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

### **5.3 Failure to Conform to Plans**

- 5.3.1 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.

### **5.4 Presence of acid-bearing slates**

- 5.4.1 Where the development of the Lands, including parkland involves the disturbance of potentially sulphide bearing material (Halifax Slates), Nova Scotia Environment will require an initial screening of the bedrock on the site to be performed in accordance with the sulphite bearing material disposal regulations.

## **PART 6: AMENDMENTS**

### **6.1 Substantive and Non-Substantive Amendments**

- 6.1.1 The items dealt with in this Stage II agreement are considered by the parties to be non-substantive in accordance with the part of the Stage I agreement addressing amendments.

## **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 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 Construction Permit
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

#### **7.4. Completion of Development**

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Mainland as may be amended from time to time.
- 7.4.2 For the purposes of this section, completion of development means the issuance of the final occupancy permit.
- 7.4.3 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.

### **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 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 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

\_\_\_\_\_  
=====

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

\_\_\_\_\_

**(Insert Registered Owner Name)**

Per: \_\_\_\_\_

Per: \_\_\_\_\_  
=====

**HALIFAX REGIONAL  
MUNICIPALITY**

Per: \_\_\_\_\_

Mayor

Per: \_\_\_\_\_

Municipal Clerk

**SCHEDULE 'B'**

EXISTING		PROPOSED	
1	EXISTING DRIVE	1	EXISTING DRIVE
2	EXISTING DRIVE	2	EXISTING DRIVE
3	EXISTING DRIVE	3	EXISTING DRIVE
4	EXISTING DRIVE	4	EXISTING DRIVE
5	EXISTING DRIVE	5	EXISTING DRIVE
6	EXISTING DRIVE	6	EXISTING DRIVE
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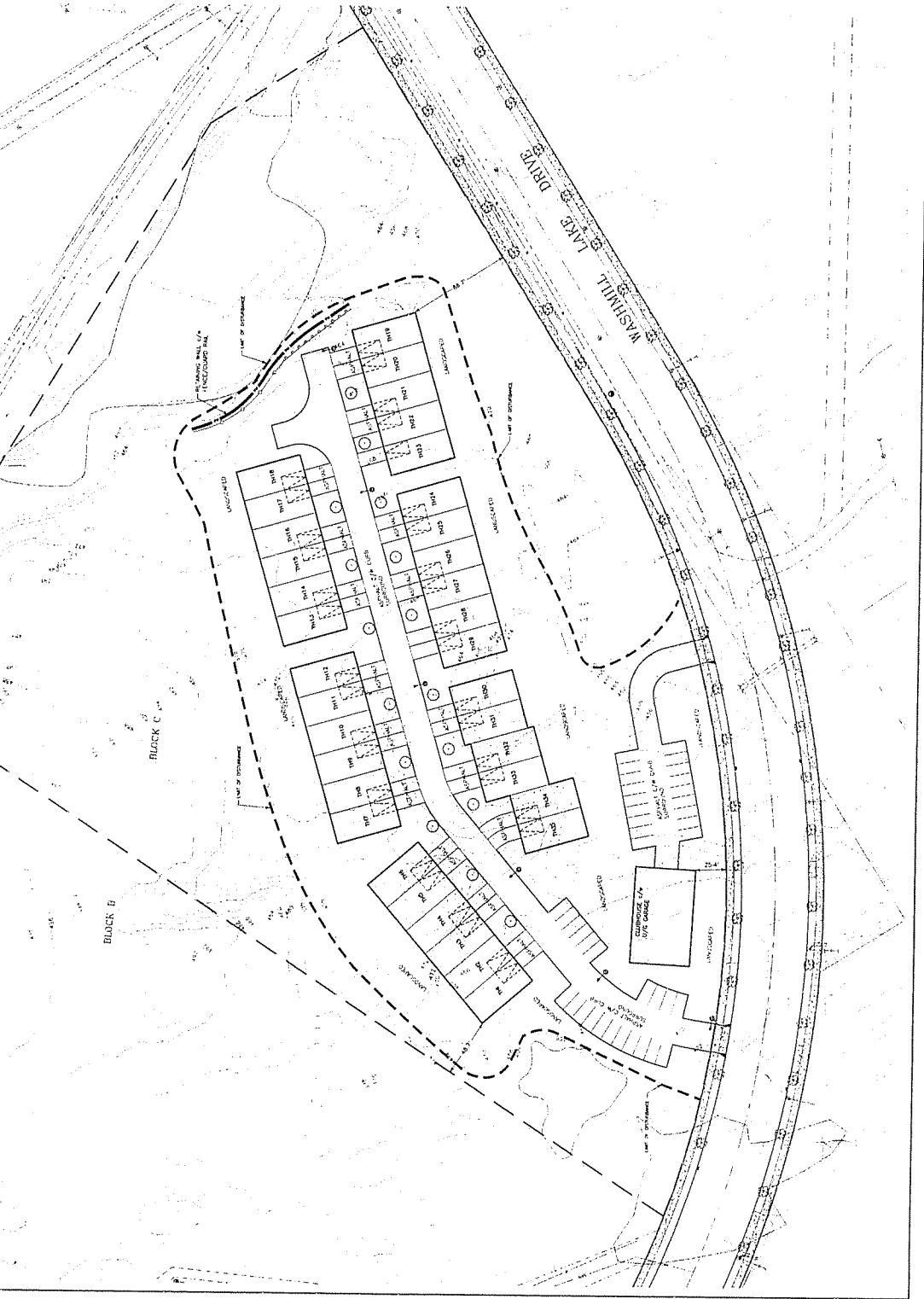
No.	Date	Scale	For Review	Revision	Description	App'd
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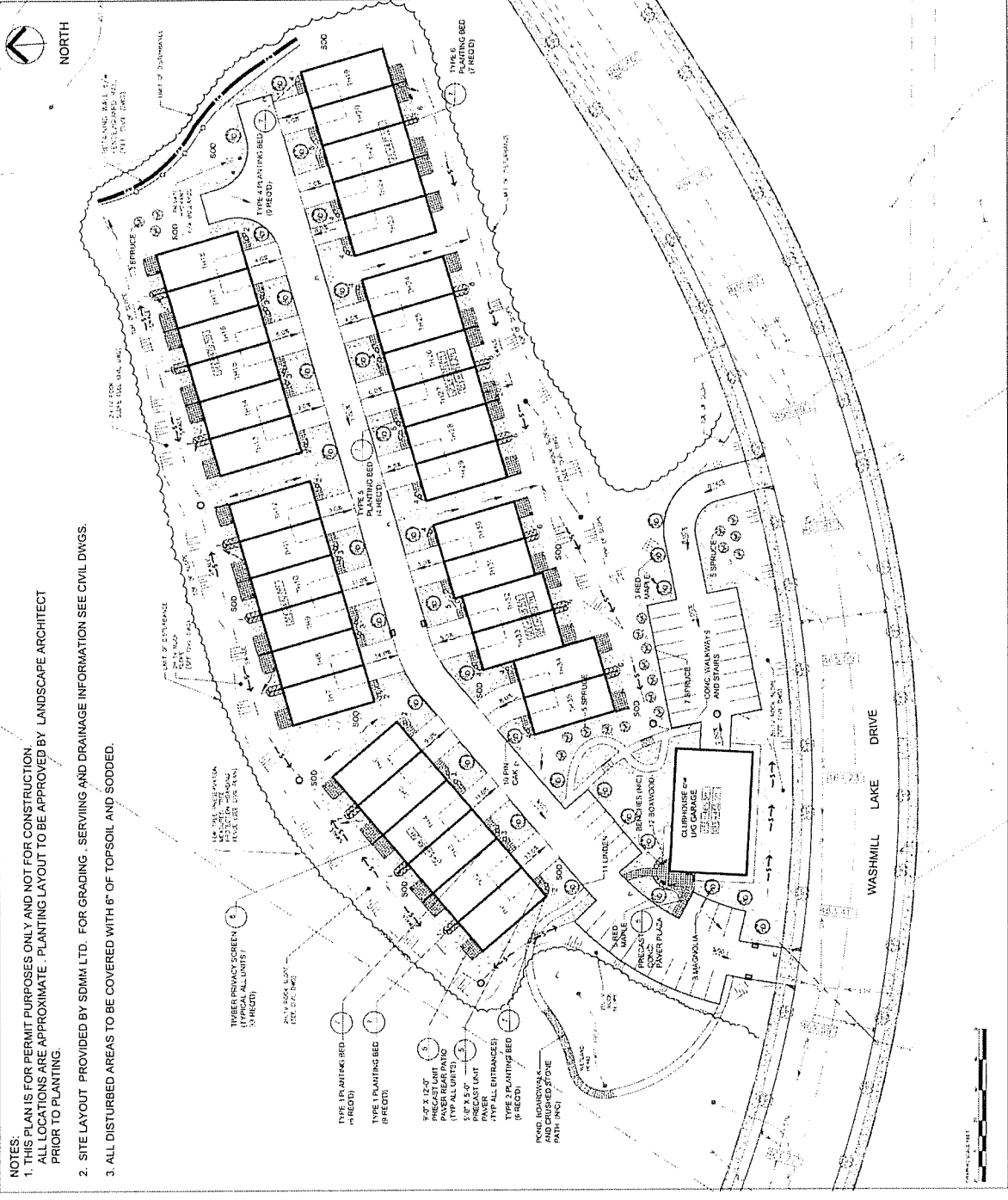
**SDMM**  
 Survey, Drafting, Mapping & Mechanical Ltd.  
 1000 Highway 101, Suite 100  
 Halifax, Nova Scotia B3H 2Y1  
 Tel: 902-421-1111  
 Fax: 902-421-1112

**35 TOWNHOUSE UNIT DEVELOPMENT**  
 HALIFAX, NOVA SCOTIA

**SITE PLAN**  
 BLOCK C, WASHMILL LAKE DRIVE

Project No.	16-000-0
Client	SDMM
Scale	1:100
Drawn	G. McLELLAN
Checked	
Date	





- NOTES:
1. THIS PLAN IS FOR PERMIT PURPOSES ONLY AND NOT FOR CONSTRUCTION. ALL LOCATIONS ARE APPROXIMATE. PLANTING LAYOUT TO BE APPROVED BY LANDSCAPE ARCHITECT PRIOR TO PLANTING.
  2. SITE LAYOUT PROVIDED BY SDMM LTD. FOR GRADING, SERVING AND DRAINAGE INFORMATION SEE CIVIL DWGS.
  3. ALL DISTURBED AREAS TO BE COVERED WITH 6" OF TOPSOIL AND SODDED.

### LEGEND

- DECIDUOUS TREE
- CONIFEROUS TREE
- SHRUB
- PERENNIALS
- SODDED AREAS
- LIMIT OF EXISTING VEGETATION
- PRIVACY SCREEN (33 REED)
- PRECAST CONC. UNIT PATIOS AND WALKWAYS
- PLANTING BED WITH REFERENCE NUMBER
- DRAINAGE ARROW (SEE CIVIL DWG.)
- SWALE (SEE CIVIL DWG.)

NO.	DATE	DESCRIPTION
1	JAN 2018	TITLE SHEET
2	JAN 2018	REVISED DRAWING

**Gordon Riddell  
LANDSCAPE ARCHITECTS**  
Landscape Architects  
1000 SHEPPARD AVENUE EAST  
SUITE 100  
SCARBOROUGH, ONTARIO M1S 1T7

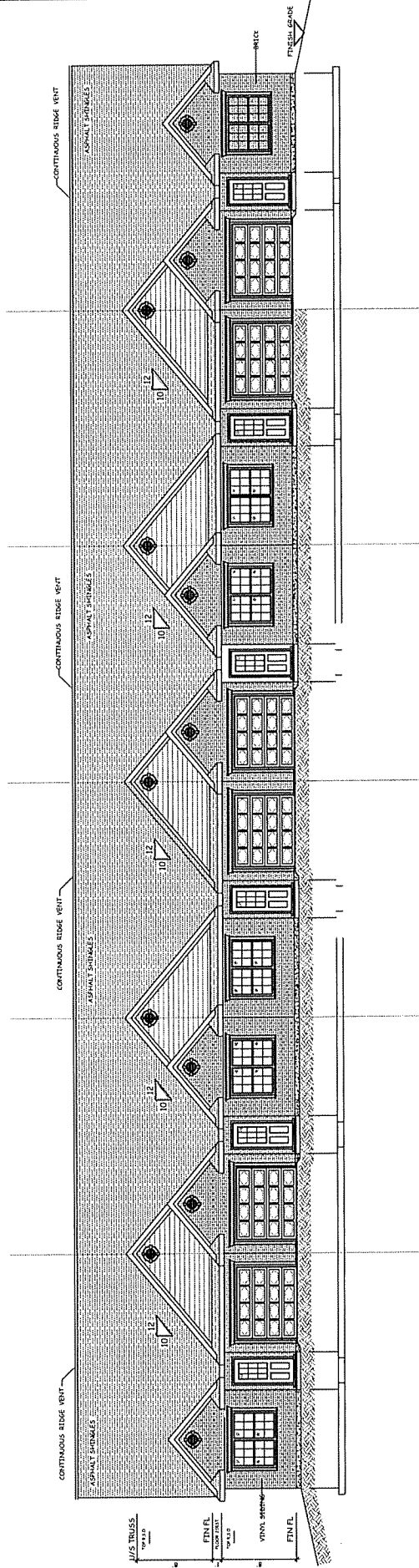
**35 TOWNHOUSE UNIT DEVELOPMENT**  
HALIFAX, NOVA SCOTIA

LANDSCAPE PLAN  
BLOCK C, WASHMILL LAKE DRIVE

DATE	PROJECT NO.	DRAWN BY	CHECKED BY
1/1/18	2018-01-01	JR	JR
SCALE	PROJECT NO.	DATE	SCALE
1"=10'	2018-01-01	JR	1"=10'
REVISIONS	DATE	BY	REASON

# SCHEDULE 'D'

## BLOCK 1-4 FRONT ELEVATION



### GENERAL NOTES:

- This building is to be constructed in accordance with current local and national building codes and bylaws.
- Building Contractor is responsible for determining all structural component sizes.
- Great care has been taken in the production of these plans however errors or omissions may occur. Designer will not be responsible for any such errors, omissions, etc.
- Special Drawings and approvals to suit municipal bylaws remain the responsibility of the owner and/or builder.
- Construction site conditions may cause variations in grade elevations, window string and placement, # of exterior stairs and placement of mechanical appliances.
- Backing required under non-load bearing walls that are parallel to joists.

**KIVOTOS  
DEVELOPMENT LTD.  
BUNGALOW  
TOWNHOMES  
BLOCK 1 - 4  
CLAYTON PARK WEST**

ITEM REVISIONS DATE

TITLE: FRONT ELEVATION

DWN. BY:

PROPERTY:

'Lot # - '

DATE: JULY 25, 2011

SCALE: 3/32"=1'-0" elevations

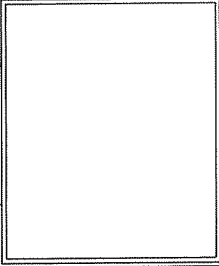
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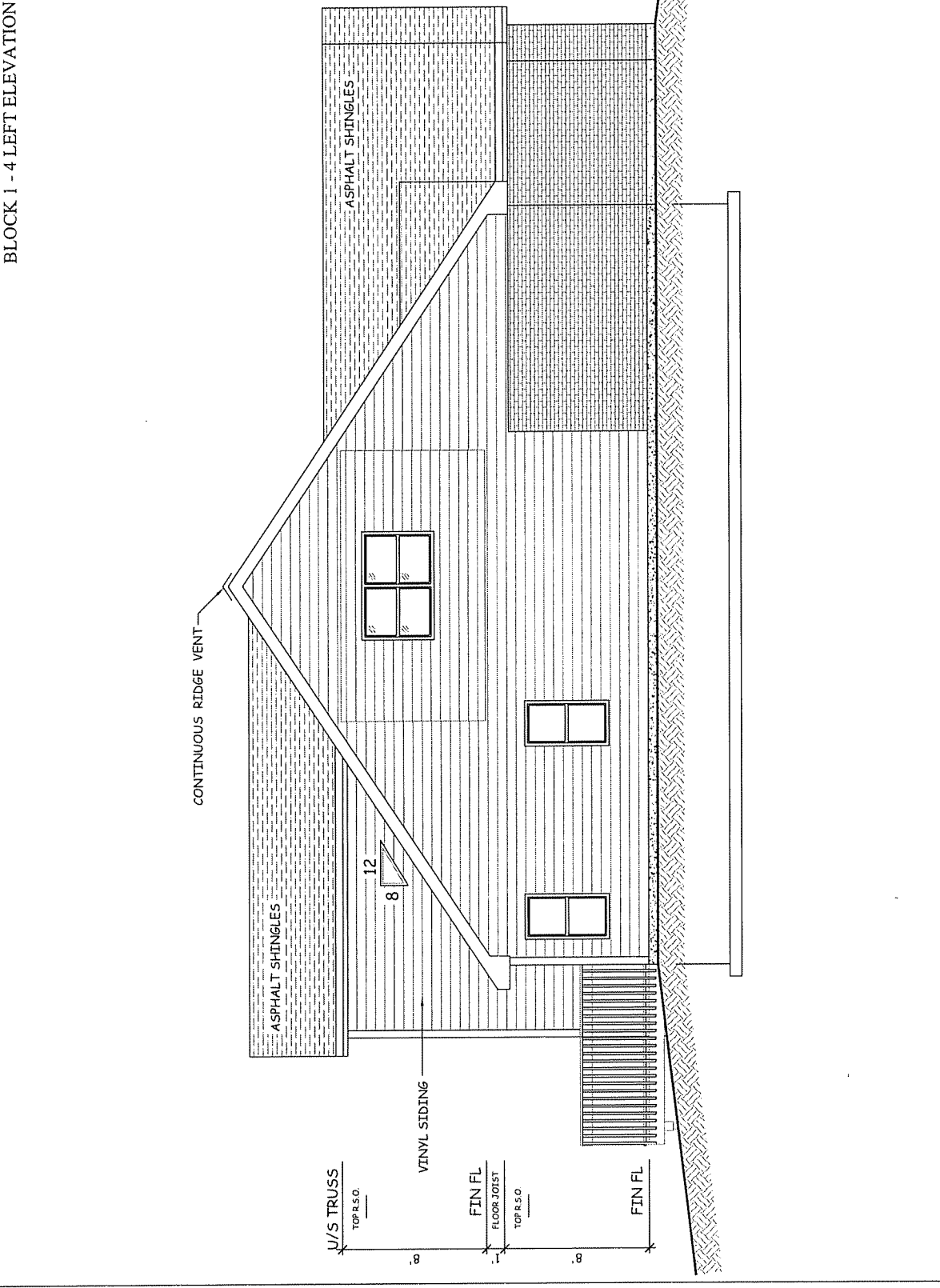
SHEET: 1 of 7



# SCHEDULE 'E'

BLOCK 1 - 4 LEFT ELEVATION

GENERAL NOTES:	
<ul style="list-style-type: none"> <li>- This building is to be constructed in accordance with the current local and national building codes and bylaws.</li> <li>- Building Contractor is responsible for determining all structural component sizes.</li> <li>- Great care has been taken in the production of these plans however errors or omissions may occur. Designer will not be responsible for any such errors, omissions, etc.</li> <li>- Special Drawings and approvals to suit municipal bylaws remain the responsibility of the owner and/or builder.</li> <li>- Construction site conditions may make variations in grade, elevations, window sizing and placement, # of entrance stairs and placement of mechanical appliances.</li> <li>- Blocking required under non-load bearing walls that are parallel to joints.</li> </ul>	
ITEM	REVISIONS DATE
	
TITLE: LEFT ELEVATION	
DWN. BY: _____	
PROPERTY: _____	
DATE: JULY 25, 2011	
SCALE: 3/16"=1'-0" plans 3/16"=1'-0" elevations	
FILE: _____	
SHEET: 2 of 7	



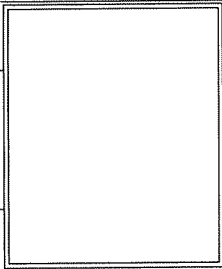
# SCHEDULE 'F'

## BLOCK 1 - 4 RIGHT ELEVATION

### GENERAL NOTES:

- This building is to be constructed in accordance with current local and national building codes and bylaws.
- Building Contractor is responsible for determining all structural component sizes.
- Great care has been taken in the production of these plans however errors or omissions may occur. Designer will not be responsible for any such errors, omissions, etc.
- Special Drawings and approvals to suit municipal bylaws remain the responsibility of the owner and/or builder.
- Construction site conditions may cause variances in grade, directions, window sizing and placement. It is contractor's duty and placement of mechanical appliances.

ITEM	REVISIONS	DATE



### TITLE: RIGHT ELEVATION

DWN. BY: \_\_\_\_\_

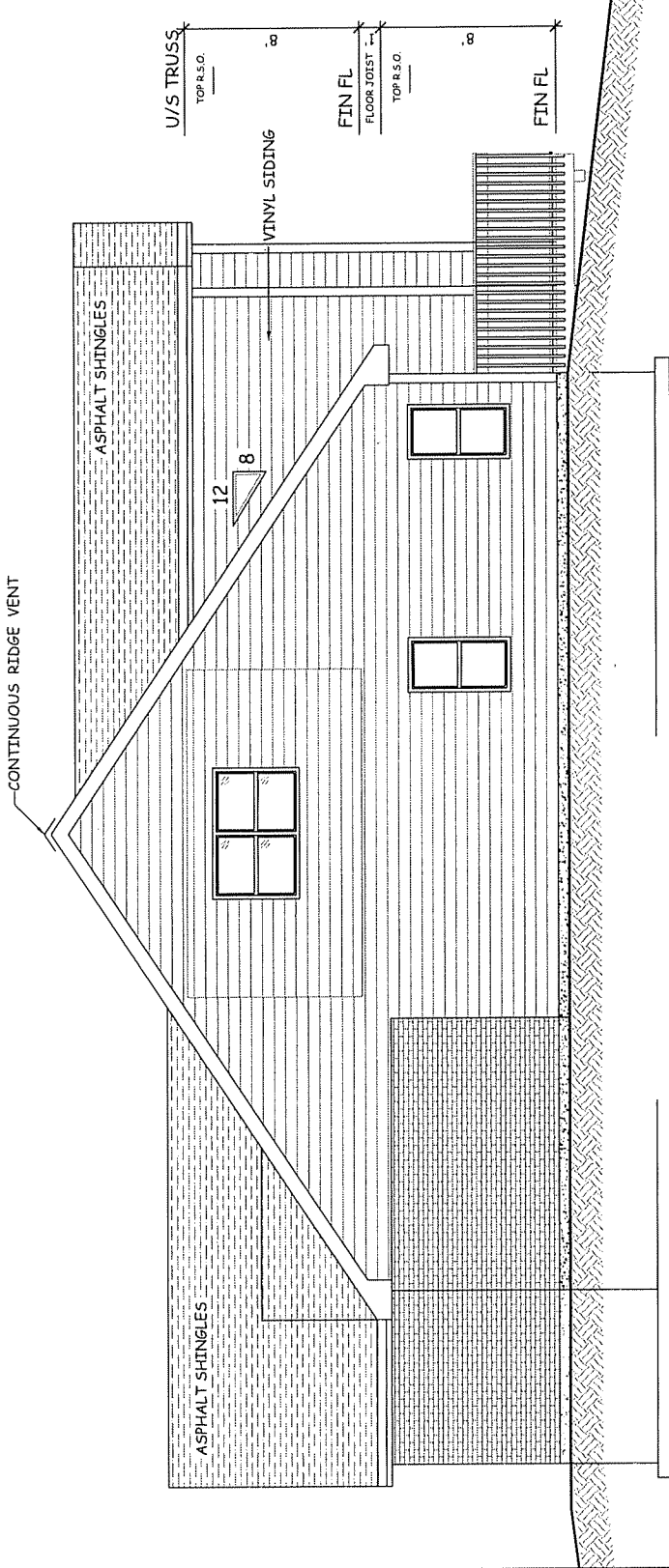
PROPERTY: \_\_\_\_\_

DATE: JULY 25, 2011

SCALE: 3/16"=1'-0" plans  
3/16"=1'-0" elevations

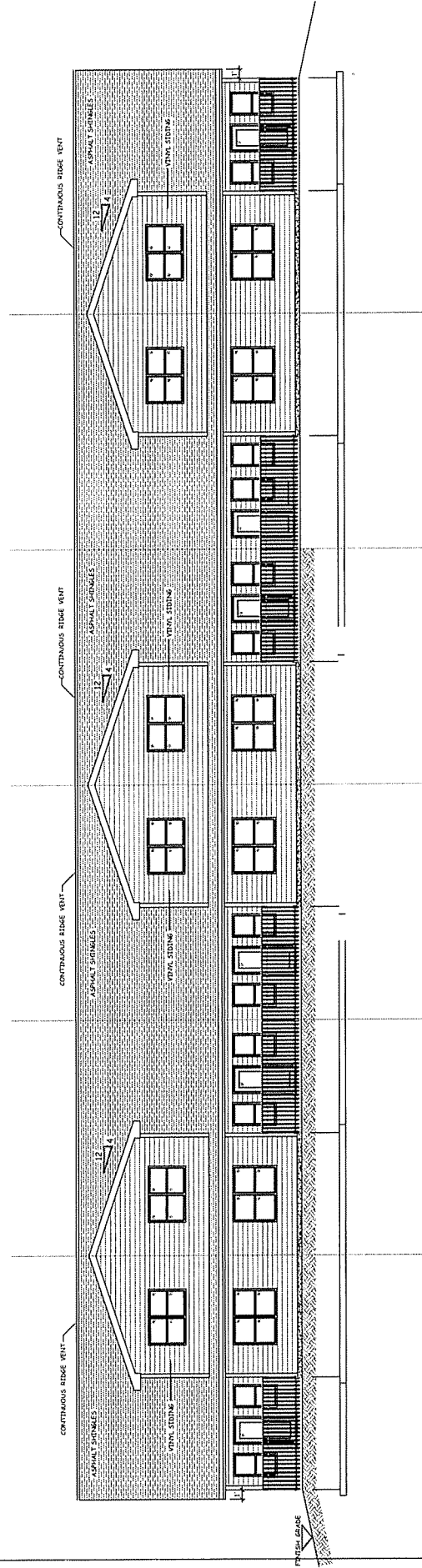
FILE: \_\_\_\_\_

SHEET: 3 of 7



# SCHEDULE 'G'

BLOCK 1 - 4 REAR ELEVATION



**GENERAL NOTES:**

- This building is to be constructed in accordance with current local and national building codes and bylaws.
- Building Contractor is responsible for determining all structural component sizes.
- Great care has been taken in the production of these plans however errors or omissions may occur. Designer will not be responsible for any such errors, omissions, etc.
- Special Drawings and approvals to suit municipal bylaws remain the responsibility of the owner and/or builder.
- Construction site conditions may cause variations in grade elevations, window sizing and placement, # of exterior stairs and placement of mechanical appliances.
- Backing required under non-load bearing walls that are parallel to joists.

**KIVOTOS  
DEVELOPMENT LTD.**

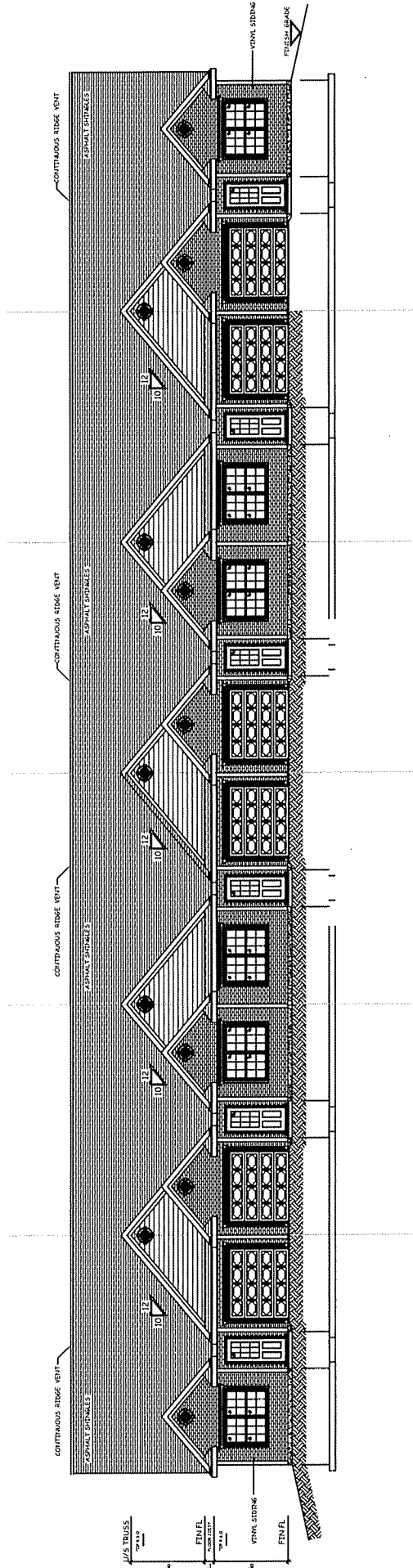
**BUNGALOW  
TOWNHOMES  
BLOCK 1**

**CLAYTON PARK WEST**

ITEM	REVISIONS	DATE	TITLE
			REAR ELEVATION
			DWN. BY:
			PROPERTY:
			'Lot # - '
			DATE: JULY 25, 2011
			SCALE: 3/32"=1'-0" elevations
			FILE:
			SHEET: 4 of 7

# SCHEDULE 'H'

BLOCK 5 - 6 FRONT ELEVATION



## GENERAL NOTES:

- This building is to be constructed in accordance with current local and national building codes and by-laws.
- Building Contractor is responsible for determining all structural components.
- Great care has been taken in the production of these plans however errors or omissions may occur. Designer will not be responsible for any such errors, omissions, etc.
- Special Drawings and approvals to suit municipal bylaws remain the responsibility of the owner and/or builder.
- Contractor to provide and install all necessary electrical, plumbing, and mechanical services. It is the responsibility of the owner to provide and place all electrical, plumbing, and mechanical services.
- Blocking required under non-load bearing walls that are parallel to joists.

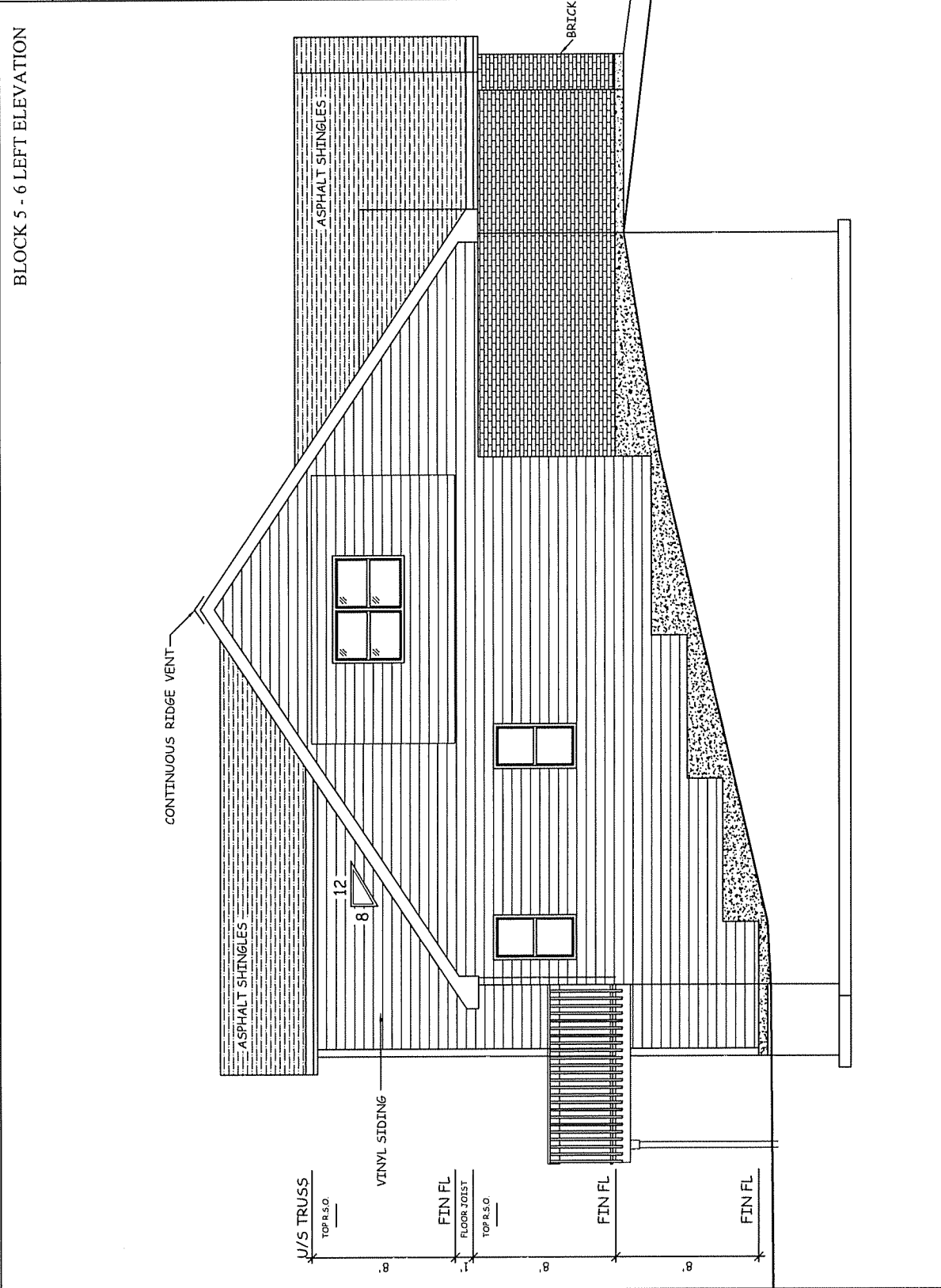
KIVOTOS  
DEVELOPMENT LTD.  
BUNGALOW  
TOWNHOMES  
BLOCK 5 AND 6  
CLAYTON PARK  
WEST

ITEM	REVISIONS	DATE	TITLE
			FRONT ELEVATION
			DWN. BY:
			PROPERTY:
			'Lot # - '
			DATE: July 25, 2011
			SCALE: 3/32"=1'-0"
			FILE:
			SHEET: 1 of 7

# SCHEDULE 'T'

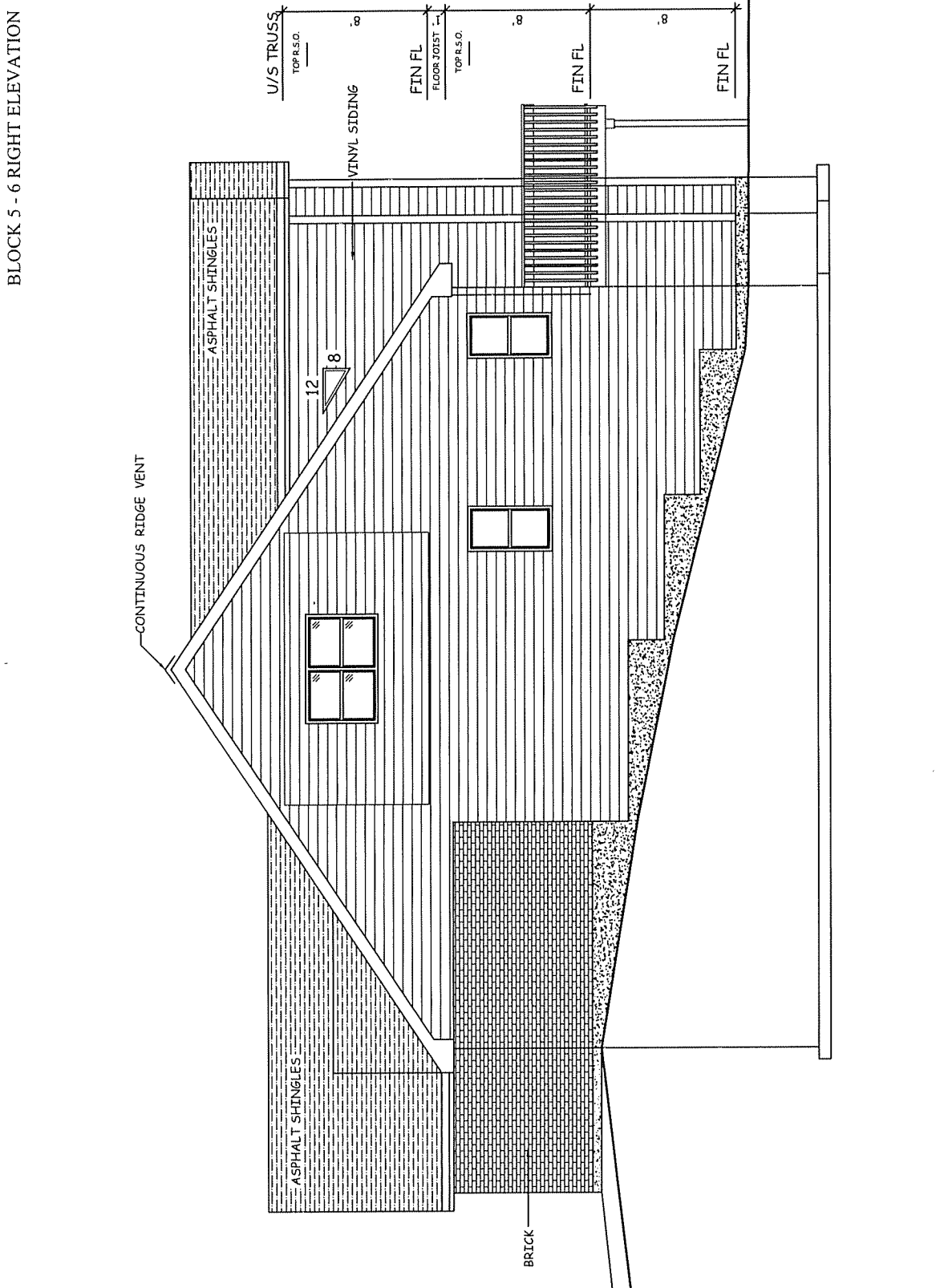
## BLOCK 5 - 6 LEFT ELEVATION

<b>GENERAL NOTES:</b>		
<ul style="list-style-type: none"> <li>- This building is to be constructed in accordance with current local and national building codes and bylaws.</li> <li>- Building Contractor is responsible for determining all structural component sizes.</li> <li>- Great care has been taken in the production of these plans and the contractor is responsible for any errors, omissions, etc. will not be responsible for any such errors, omissions, etc.</li> <li>- Special drawings and approvals to suit municipal bylaws remain the responsibility of the owner and/or builder.</li> <li>- Construction site conditions may cause variations in grade, elevations, window sizes and placement or of exterior steps and placement of mechanical equipment.</li> <li>- Blocking required under non-load bearing walls that are parallel to joists.</li> </ul>		
ITEM	REVISIONS	DATE
KIVOTOS DEVELOPMENT LTD. BUNGALOW TOWNHOMES BLOCK 5 AND 6		
TITLE:		LEFT ELEVATION
DWNL BY:		S.E.S.
PROPERTY:		
DATE:		JULY 25, 2011
SCALE:		3/16"=1'-0"
FILE:		
SHEET:		2 of 7



# SCHEDULE 'J'

BLOCK 5 - 6 RIGHT ELEVATION



**GENERAL NOTES:**

- This building is to be constructed in accordance with current local and national building codes and bylaws.
- Builder/Contractor is responsible for determining all structural component sizes.
- Great care has been taken in the production of these plans and drawings and the contractor is advised that they will not be responsible for any such errors, omissions, etc.
- Special Drawings and approvals to suit municipal bylaws remain the responsibility of the owner and/or builder.
- Construction site conditions may cause variations in grade elevations, window framing and placement. If of varying strains and placement of mechanical appliances.
- Blockings required under new-laid bearing walls that are parallel to joists.

ITEM	REVISIONS	DATE

KIVOTOS  
DEVELOPMENT LTD.  
BUNGALOW  
TOWNHOMES  
BLOCK 5 AND 6

TITLE: **RIGHT ELEVATION**

DWN. BY: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

DATE: July 25, 2011

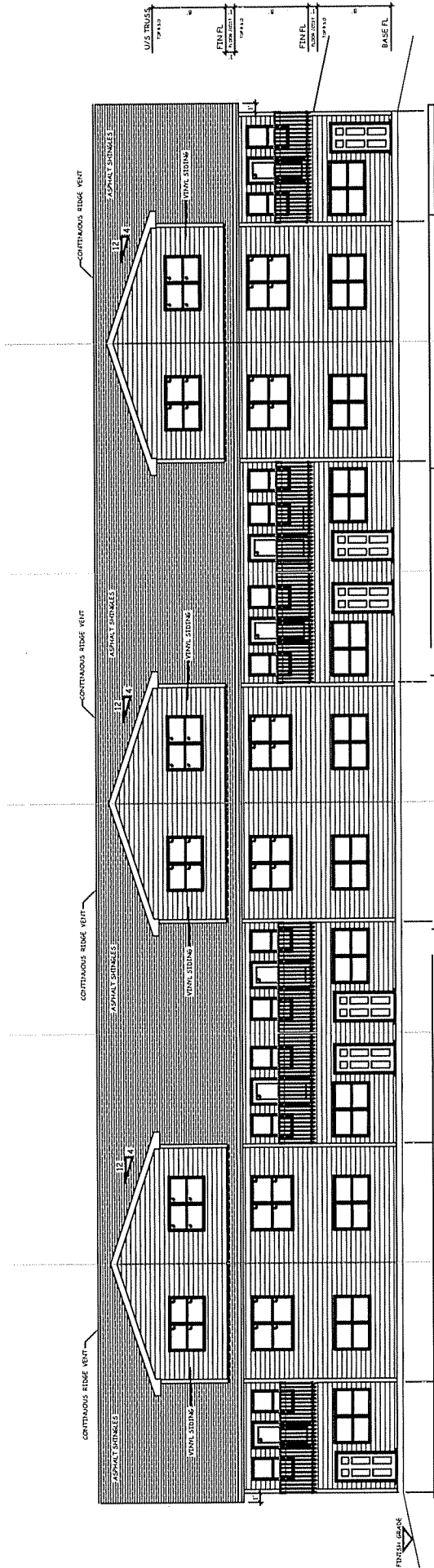
SCALE: 3/16"=1'-0"

FILE: \_\_\_\_\_

SHEET: **3 of 7**

# SCHEDULE 'K'

BLOCK 5 - 6 REAR ELEVATION



### GENERAL NOTES:

- This building is to be constructed in accordance with current local and national building codes and bylaws.
- Building Contractor is responsible for determining all structural component sizes.
- Great care has been taken in the production of these plans however errors or omissions may occur. Designer will not be responsible for any such errors, omissions, etc.
- Special Drawings and approvals to suit municipal bylaws remain the responsibility of the owner and/or builder.
- Contractor to supply and install all mechanical and electrical equipment, including but not limited to, heating, ventilation, air conditioning, and placement of mechanical appliances.
- Block is reserved under numbered bearing walls that are parallel to joints.

**KIVOTOS  
 DEVELOPMENT LTD.  
 BUNGALOW  
 TOWNHOMES  
 BLOCK 5 AND 6  
 CLAYTON PARK  
 WEST**

ITEM	REVISIONS	DATE	TITLE
			REAR ELEVATION
			DWN. BY :
			PROPERTY : 'Lot # - '
			DATE : July 25, 2011
			SCALE : 3/32"=1'-0"
			FILE :
			SHEET : 4 of 7

# SCHEDULE 'L'

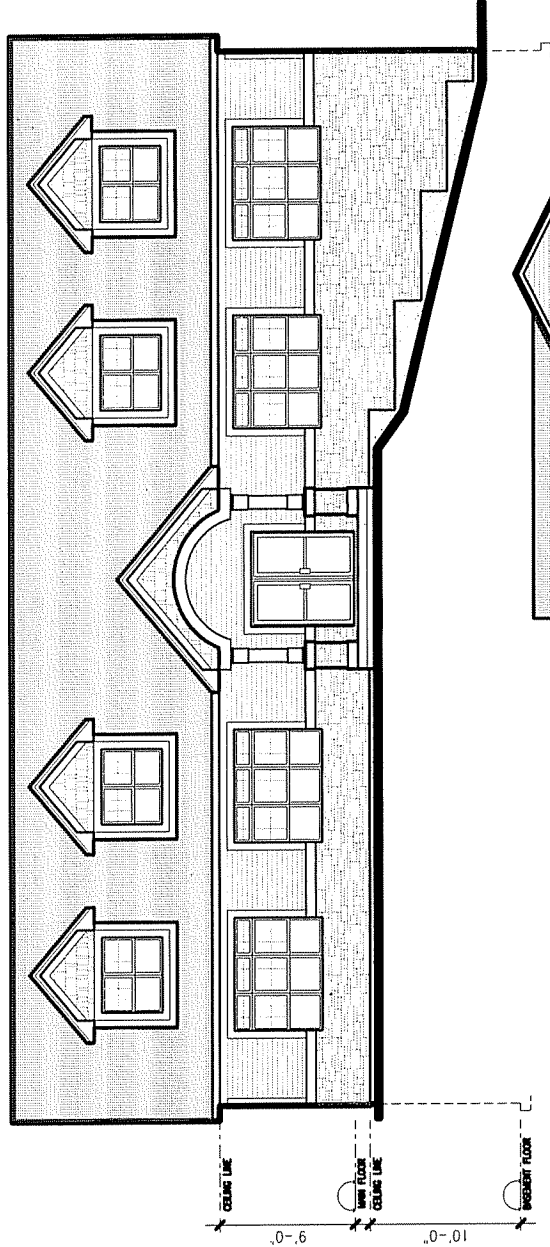
CLUBHOUSE

**GENERAL NOTES:**

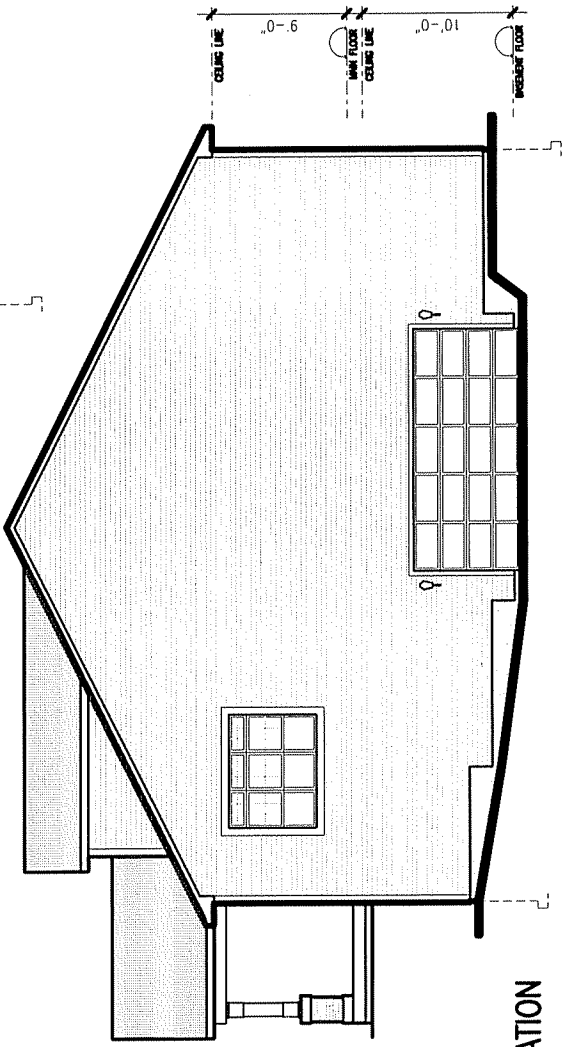
ALL WORK MUST BE IN CONFORMANCE WITH THE M.B.C.C. 2005 & THE LOCAL BUILDING CODE.  
 CONTRACTORS TO VERIFY ALL DIMENSIONS BEFORE STARTING ANY WORK.  
 CONTRACTORS ARE RESPONSIBLE FOR CLEANUP OF THE JOB SITE.  
 ONCE THE PLANS ARE APPROVED BY OWNERS THEY ARE CONSIDERED TO BE THE FINAL ONES. NO CHANGES TO BE DONE AFTER THIS STAGE EXCEPT DUE TO GRADE CONDITIONS.  
 GRADES SHOWN ON ELEVATIONS ARE FOR PERMIT PURPOSE ONLY.  
 GRADES TO BE DETERMINED ON SITE BY PROJECT MANAGER & IN COMPLIANCE WITH SITE GRADING PLANS.  
 2x6 BEARING WALLS IN FOUNDATION ARE SUBJECT TO CHANGE BY PROJECT MANAGERS TO LAMINATED OR STEEL BEAMS DUE TO SITE CONDITIONS.  
 ALL WINDOW AND DOOR SIZES ARE APPROXIMATES

THIS DRAWING IS INVALID FOR CONSTRUCTION UNLESS SIGNED & STAMPED BY THE OFFICE.

**SUBFLOOR DEPRESSURIZATION:**  
 ALL SUBFLOORS SHALL BE INSTALLED VERTICALLY THROUGH THE SLAB-ON-GRADE AT OR NEAR THE CENTRE, SUCH THAT:  
 A. THE BOTTOM END OF THE PIPE OPENS INTO GRANULAR FILL MINIMUM 12" (2x6) DEEP.  
 B. THE TOP END OF THE PIPE IS SEALED WITH A REMOVABLE CAP AND LABELLED "FOR REMOVAL OF SOIL GAS".



**FRONT ELEVATION**  
 SCALE: 1/8" = 1'-0"



**RIGHT SIDE ELEVATION**  
 SCALE: 1/8" = 1'-0"

**KIVOTOS**  
 Developments Ltd.

project name:

**REC CENTER**

drawing name:

**ELEVATIONS**

drawn by:

CADtech

scale:

AS NOTED

date:

AUGUST 2, 2011

project no.

drawing no.

**2011KDL-06**

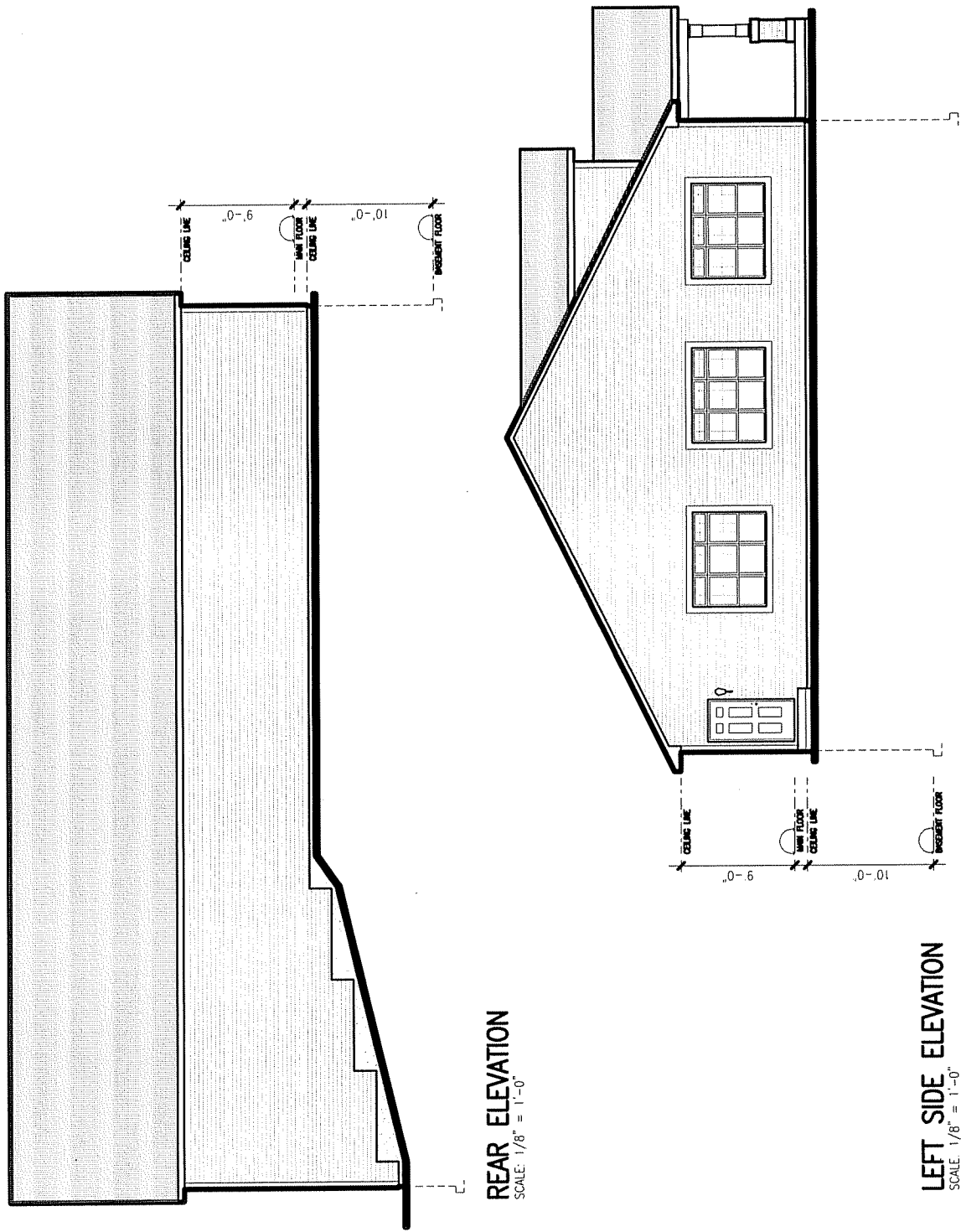
**A1**



# SCHEDULE 'M'

CLUBHOUSE

<p><b>GENERAL NOTES:</b>                  ALL WORK MUST BE IN CONFORMANCE WITH THE M.B.L.C.C. 2005 &amp; THE LOCAL BUILDING CODE.                  CONTRACTORS TO VERIFY ALL DIMENSIONS BEFORE STARTING ANY WORK.                  CONTRACTORS ARE RESPONSIBLE FOR CLEANUP OF THE JOB SITE.                  ONCE THE PLANS ARE APPROVED BY OWNERS THEY ARE CONSIDERED TO BE THE FINAL ONES. NO CHANGES TO BE DONE AFTER THIS STAGE EXCEPT DUE TO GRADE CONDITIONS.                  GRADES SHOWN ON ELEVATIONS ARE FOR PERMIT PURPOSE ONLY.                  GRADES TO BE DETERMINED ON SITE BY PROJECT MANAGER &amp; IN COMPLIANCE WITH SITE GRADING PLANS.                  2x6 BEARING WALLS IN FOUNDATION ARE SUBJECT TO CHANGE BY PROJECT MANAGERS TO LAMINATED OR STEEL BEAMS DUE TO SITE CONDITIONS.                  ALL WINDOW AND DOOR SIZES ARE APPROXIMATES                  THIS DRAWING IS INVALID FOR CONSTRUCTION UNLESS SIGNED &amp; STAMPED BY THE OFFICE.</p>	
<p><b>SUBFLOOR DEPRESSURIZATION:</b>                  PROVIDE APPROXIMATELY 4" VENTS PER LINEAL FOOT THROUGH THE SLAB-ON-GRADE AT OR NEAR THE CENTRE, SUCH THAT:                  A. THE BOTTOM END OF THE PIPE OPENS INTO GRANULAR FILL MINIMUM 12" x 12" DEEP.                  B. THE PIPE IS SEALED WITH A REMOVABLE CAP AND LABELLED FOR REMOVAL OF SOIL GAS.</p>	
<p>project name:</p>	<p><b>KIVOTOS</b>                  Developments Ltd.</p>
<p>drawing name:</p>	<p><b>REC CENTER</b></p>
<p>drawing no.:</p>	<p><b>ELEVATIONS</b></p>
<p>drawn by:</p>	<p>CAO/leeh</p>
<p>scale:</p>	<p>AS NOTED</p>
<p>date:</p>	<p>AUGUST 2, 2011</p>
<p>project no.</p>	<p>drawing no.</p>
<p><b>2011KDL-06</b></p>	<p><b>A2</b></p>

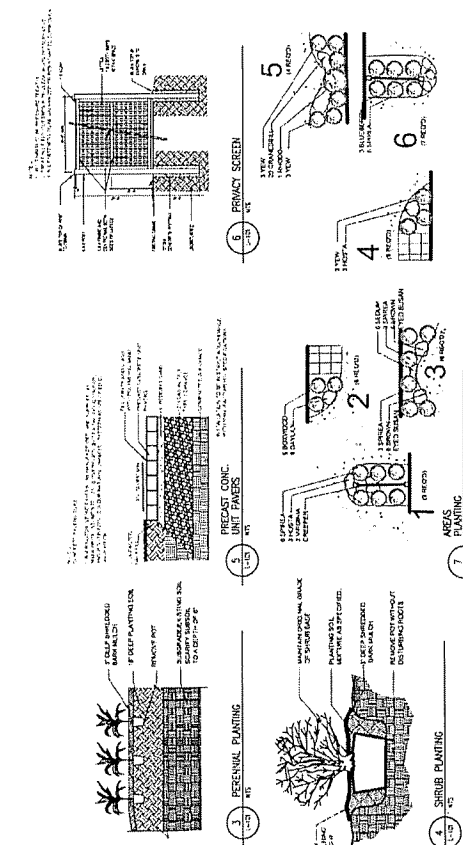
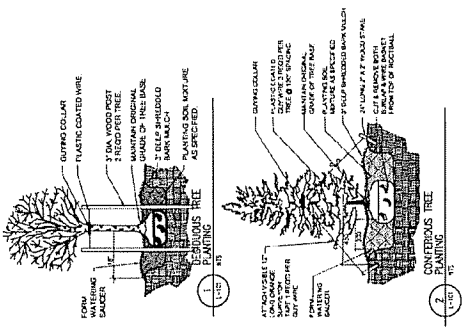


**REAR ELEVATION**  
 SCALE: 1/8" = 1'-0"

**LEFT SIDE ELEVATION**  
 SCALE: 1/8" = 1'-0"

**PLANT LIST**

QTY	BOTANICAL NAME	COMMON NAME	SIZE/ CONDITION
11	TILIA AMERICANA REDMOND	REDMOND LINDEN	60mm CAL / WB
6	ACER RUBRA	RED MAPLE	60mm CAL / WB
10	QUERCUS PALustris	PIN OAK	60mm CAL / WB
3	MAGNOLIA STELLATA	STAR MAGNOLIA	60mm CAL / WB
20	PICEA GLAUCA	WHITE SPRUCE	150cm WB
48	BUXUS GREEN	BOXWOOD	60 cm POTTED
51	TAXUS MEDIA	DENSE YEW	60 cm POTTED
132	SPIREA BULGADA ANTHONY	SPIREA	60 cm POTTED
4	RHOODENDRON CATAWBIENSE	ALBA	1 GAL POT
36	HENROCALLIS	DAYLILY	1 GAL POT
36	SEDUM SPECTABILE	AUTUMN JOY	1 GAL POT
78	RUDBECKIA FULGIDA GOLDSTRUM	BROWN EYED SUSAN	1 GAL POT
60	GERANIUM MACRORRHIZUM 'INGWERSSENS VARIETY'	CRANESBILL	1 GAL POT
54	HOSTA SIEBOLDIANA VARIETIES	HOSTA SIEBOLDIANA	1 GAL POT
21	VACCINIUM ANGSTIFOLIUM	LOW BUSH BLUEBERRY	1 GAL POT
18	PARTHINOCISSUS QUINQUEFOLIA	VIRGINIA CREEPER	1 GAL POT



**LANDSCAPE SPECIFICATIONS**

1. **Qualification of Bidder**
  1. The contractor shall be a member in good standing of a member organization of the Canadian Nursery Trades Association.
2. **General**
  1. All layout information taken from digital file provided by SDMM.
  2. The landscape plan is to be read in conjunction with the architectural plan and civil drawings. Refer to civil drawings for all grading/layout information, area of rock slope and limit of disturbance.
  3. It is the contractor's responsibility to read all drawings, specifications and notes related to this project and confirm all terms and conditions related to this contract and to question any uncertainties prior to submission of quotation.
  4. The contractor shall visit the site to confirm existing conditions. The contractor shall contact the consultant with questions concerning any uncertainty in the terms of the contract prior to submission of quotation.
  5. All work to be completed on site, by contractor and approved by consultant prior to commencement of landscaping.
  6. All work to be completed in strict accordance with all applicable building codes and regulations and bylaws.
  7. The contractor shall not disturb existing structures, plant material, lawns and pavement. The contractor shall reinstale any disturbance to the approval of the consultant at his/her own cost.
  8. The contractor shall confirm the location of all underground utilities prior to commencement of construction. Do not disturb underground utilities. The contractor shall repair any damage to underground utilities at his/her own expense.
  9. The contractor shall employ any measures necessary to prevent soil from entering the storm drainage system. Schedule work to avoid exposure of soil to rainfall.
  10. All work shall be guaranteed and maintained for a period of one year following completion of project and acceptance by consultant.
3. **Soils for Landscaping**
  1. Topsoil shall be fine sandy loam with a suitable content of mineral particulate, micro organisms, organic matter and soil nutrients (nitrogen, phosphorus, potassium), free of debris and stones over 1 inch in diameter. Sand content shall be 40-70%, organic content shall be 20%, the clay content shall be 20% max. A sample of the topsoil shall be submitted to the provincial Department of Agriculture for analysis. The contractor shall supplement the topsoil in accordance with the recommendations of the soil analysis. The contractor shall submit a copy of the soils analysis report to the consultant and provide a sample of the topsoil for approval prior to delivery to the site.
  2. Planting soil to be a mixture of 60% topsoil and 40% organic matter (compost or well aged manure, free of weed seed), or approved equal.
4. **Planting**
  1. All planting shall conform to the Canadian Nursery Trades Association metric guide specifications and standards for nursery stock, latest edition. All plant material shall be top quality and approved by the consultant prior to planting. Poor quality plant material will be rejected. Undersized plant material or plants that are not in good condition shall be rejected.
  2. Ensure all plants are delivered to the site in good condition. Deliver plants to the site on the day they are to be planted. Do not store plants on site.
  3. All plants shall be planted immediately after planning and water thoroughly once every three days for a period of one month after planting. Continue to water whenever necessary to maintain optimal growing conditions during the maintenance period.

1. Sodding
  1. Sodded areas shall slope to drain at a minimum of 2% slope and a maximum of 1/2" (rise/run) unless noted otherwise.
  2. All sodded areas shall slope to drain at a minimum of 2% slope and a maximum of 1/2" (rise/run) unless noted otherwise.
  3. Ensure that the subgrade under the areas to be sodded has been graded and compacted and accepted by the consultant prior to commencement of work.
  4. Where / if required in areas of rock subgrade, landscape contractor to supply and place geotextile (Terrafrax 270R or equal) and 150 mm minimum thickness clay binding layer to prevent passage of topsoil into rock. Landscape contractor shall confirm requirement for clay layer prior to submission of cost quotation.
  5. All areas to be sodded shall be covered with 150 mm (after compaction) of approved and amended topsoil.
  6. Spread topsoil and grade to smooth even slopes. Eliminate low spots and ensure that all surfaces drain positively.
  7. Roll to compact topsoil.
  8. Advise consultant of source for sod.
  9. Lay sod in neat even rows. Butt sections neatly to avoid overlaps and gaps.
  10. Roll sod lightly to provide good contact between sod and soil.
  11. Water immediately after laying and whenever necessary to maintain optimum growing conditions until sod is accepted by consultant.
  12. Sod shall be accepted by consultant after it has established good root system and after it has been cut twice, provided that it is free of weeds and there are no visible patches of soil.
2. **Mulch**
  1. Mulch shall be shredded bark at least two years old and from the bark of softwood trees.
  2. All planting areas, and disturbed areas not designated to be sodded to be covered with 3" of mulch.
3. **Precast Conc. Unit Pavers**
  1. Pavers to be installed in strict accordance with manufacturers' instructions.
  2. Colour to be chamois.
  3. Stone size: 7% @ 3" x 6", 25% @ 6" x 6", 43% @ 6" x 9" pattern as described by manufacturer.
4. **Timber Privacy Screen**
  1. All timber to be pressure treated.
  2. All timber to be galvanized.
  3. All field cut ends to be treated with clear preservative.
5. **Clean up**
  1. The contractor shall conduct a thorough clean up of the site following the completion of the work.
  2. Remove all litter and unused materials from the site.
  3. All paved surfaces shall be cleaned to the approval of the consultant.
  4. Sodded areas shall be maintained for a period of one year following date of acceptance, to include:
    1. Water whenever necessary to maintain optimum soil moisture conditions to a depth of 3".
    2. Cut grass to a height of 50 mm when it reaches a height of 4". Remove all grass clippings which will inhibit growth.
    3. In September apply 1:4:4 ratio fertilizer. In May apply 3:0:0 fertilizer. Apply fertilizer at rates recommended by manufacturer.
    4. Replace any dead or poor quality sod or reseed areas where grass has not established to approval of owner.