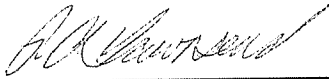


10.1.2

Peninsula Community Council
February 13, 2012

TO: Chair and Members of Peninsula Community Council

SUBMITTED BY: 
Phil Townsend, Director, Planning & Infrastructure

DATE: January 19, 2012

SUBJECT: **Case 17416 Lot Modification Development Agreement – 6212, 6214,
6216 Cedar Street and 1740, 1746 Walnut Street, Halifax**

ORIGIN

Application by Stewart Healy for the lands of Faye and Grant Morrison.

RECOMMENDATION

It is recommended that the Peninsula Community Council:

1. Move Notice of Motion to consider approval of the proposed Development Agreement, presented as Attachment A, and schedule a Public Hearing;
2. Approve the proposed development agreement, presented as Attachment A; and
3. Require the agreement be signed by the property owner within 120 days, or any extension thereof granted by Council on request of the property owner, from the date of final approval by Council and any other bodies as necessary, including applicable appeal periods, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

An application for a lot modification development agreement has been received from Stewart Healy for the lands of Faye and Grant Morrison, to permit a residential development on three properties located at 6212, 6214, 6216 Cedar Street and 1740/1746 Walnut Street, Halifax. The proposal cannot be enabled through the as-of-right development process as the proposed lot coverage and Gross Floor Area (GFA) exceed the requirements of the Halifax Peninsula Land Use By-Law (LUB).

In May 2011, Mr. Healy submitted a variance application that proposed varying the lot coverage and GFA provisions under the Halifax Peninsula LUB on the subject properties. The application was refused as these types of proposals are subject to Section 250(1)(c)(i) of the HRM Charter, which states:

“A development officer may grant a Variance in one or more of the following terms in Land Use By-Law requirements:

- (a) Percentage of land that may be built upon;*
- (b) Size or other requirements relating to yards;*
- (c) Lot frontage or lot area, or both, if*
 - (i) The lot existed on the effective date of the By-Law;*
 - (ii) A Variance was granted for the lot at the time of subdivision approval.”*

As the subject properties were created in May 2007, after the effective date of the Halifax Peninsula LUB (August 1978), they are not eligible for Variance consideration.

Proposal:

Under the Halifax Municipal Planning Strategy (MPS), a property owner can apply for a lot modification to allow the construction of residential development through the development agreement process. The purpose of this proposal is to increase the lot coverage to 35.5% and the GFA to 2280 square feet on the three subject properties, in order to build three single unit dwellings. The proposal also includes the removal of all existing structures on the properties.

Location, Designation, Zoning and Surrounding Land Use

Subject Properties:	- 6212, 6214, 6214 Cedar St. (PID No. 41247701), 1740 Walnut St. (PID No. 41247719), and 1746 Walnut St. (PID No. and 41154816)
Location	On the south western side of the intersection of Cedar Street and Walnut Street (Map 1)
Lot Area(s)	
6212, 6214, 6214 Cedar St.	- 1607.00 square feet
1740 Walnut St.	- 1602.00 square feet
1746 Walnut St.	- 2163.00 square feet
Current Use(s)	
6212, 6214, 6214 Cedar St.	- Contains a three unit apartment building;
1740 Walnut St.	- Vacant; however, portion of the three-unit apartment building encroaches onto this property;
1746 Walnut St.	- A shed and paved area for parking, and driveway easement for the adjacent property.
Zoning	R-2 (General Residential) Zone under the Halifax Peninsula Land Use By-Law (LUB) (Map 1)
Designation	MDR (Medium Density Residential) under the Peninsula Centre Secondary Planning Strategy (PCSPS) (Map 2)
Surrounding Land Uses	Various residential uses that are developed with a mix of single and two unit dwellings (Map 1)

Halifax Municipal Planning Strategy (MPS) – Enabling Policy:

The subject properties are located within the Medium Density Residential Designation, which encourages the maintenance of diverse and quality housing and family-oriented residential development through rehabilitation and infill that is compatible with existing neighbourhoods. Further, the Halifax MPS contains criteria that allow for the consideration of modifying the Halifax Peninsula LUB requirements to establish a residential development through the development agreement process. Council may consider the lot modification proposal according to Implementation Policy 4.6, contained in the Halifax MPS and listed in Attachment B.

Halifax Peninsula Land Use Bylaw (LUB) - Land Use Provisions:

Under the Halifax Peninsula LUB, R-2 Zone permits low to medium density residential development, subject to the provisions detailed in Attachment C. The main uses permitted in the Zone are:

- R-1 uses;
- semi-detached or duplex dwelling;
- buildings containing not more than four apartments; and
- uses accessory to any of the foregoing uses.

Currently, the LUB restricts lot coverage to 35% and GFA of building to 1205.25 square feet on the subject properties.

DISCUSSION

Staff has conducted an evaluation of the proposed development in relation to applicable policies of the Halifax MPS, which is detailed in Attachment B. The following issues have been identified for more detailed discussion:

1) Lot Modification Impacts:

The proposed lot modification development agreement provides a reasonable and consistent response to the current land use arrangement, as the subject properties are bounded by residential uses that are a mix of single and two unit dwellings.

In order to ensure that the proposal is properly integrated within the existing community, Policy 4.6 lists criteria for Council to consider when evaluating proposals prior to the Municipality entering into development agreements, which include site-specific controls such as land use, building and site requirements, parking and access. Attachment B includes staff's analysis of the proposal against this policy. In staff's opinion, the proposed development is consistent with the intent of the MPS. Further, the requested lot coverage and GFA requirements will result in the development of single unit dwellings that are compatible and appropriate with the neighbourhood.

2) Lot Coverage & GFA Requirements:

The proposed development is subject to the provisions of the Halifax Peninsula LUB, with the exception of the lot coverage and GFA requirements. A review of the proposal to the applicable zone provisions is outlined as follow:

<u>Issue</u>	<u>R-2 Zone Requirements</u>	<u>Proposed</u>
Lot Area (min)	N/A	6212-14-16 Cedar St.- 1607.00 sqft 1740 Walnut St. - 1602.00 sqft 1746 Walnut St. - 2163.00 sqft
Frontage (min)	30 feet	80 feet/each lot
Building Height (max)	35 feet	35 feet
Setbacks - rear yard (min)	20 feet	20 feet
- left side yard (min)	4 feet	6 feet
- left side yard (min)	4 feet	6 feet
Lot Coverage (max)	35%	35.5%
GFA	1205.25 sqft	2280 sqft

The proposed development meets or exceeds all of the above noted requirements of the R-2 Zone, except for lot coverage and GFA. Staff believes that the proposed 0.5% increase in lot coverage and 1074.75 square feet increase in GFA are considered minimal and should not adversely impact the surrounding residential neighbourhood. Moreover, there are no issues with regards to proposed driveway accesses or servicing.

Conclusion:

In staff's opinion, the proposed development is consistent with the relevant policies and the intent of the Halifax MPS as described above. Therefore, staff recommends that the Peninsula Community Council approve the proposed lot modification development agreement as provided in Attachment A.

BUDGET IMPLICATIONS

The HRM cost associated with processing this planning application can be accommodated within the approved operating budget for C310.

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

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. As the effects of this application are considered minor, a Public Information Meeting (PIM) was deemed not to be required and was waived in consultation with the area Councillor. Community engagement was achieved through mail-out notification to neighbouring properties.

Should Council decide to schedule a public hearing, property owners within the notification area shown on Map 1, will be notified of the hearing by mail. Notices will also be published in the local newspaper and posted on the HRM website.

The proposed rezoning will potentially impact the following stakeholders: local residents, property owners, and community organizations.

ALTERNATIVES

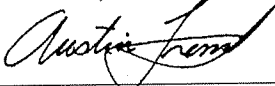
1. Community Council may choose to approve the proposed development agreement as provided in Attachment A of this report. This is the staff recommendation.
2. Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report or an additional public hearing.
3. Community Council may choose to refuse the proposed development agreement. Pursuant to the Halifax Regional Municipality Charter, Council must provide reasons for this refusal based on the policies of the MPS.

ATTACHMENTS

Map 1	Location and Zoning
Map 2	Generalized Future Land Use
Attachment A	Development Agreement
Attachment B	Halifax MPS – Review of Relevant Policies
Attachment C	Excerpt from the Halifax Peninsula LUB – Regulations

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: Dali H. Salih, Planner I, Planning Services, 490-1948

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



Map 1 - Location and Zoning

6212-16 Cedar Street
and 1740-46 Walnut Street
Halifax



Subject property



Area of notification

Halifax Peninsula
Land Use By-Law Area

Zone

R-2 General Residential
R-3 Multiple Dwelling
RC-1 Neighbourhood Commercial
P Park and Institutional

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 30 m

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

6212-16 Cedar Street
and 1740-46 Walnut Street
Halifax



Subject property

Halifax Plan Area
Peninsula Centre Detailed Plan Area

Designation

MDR Medium Density Residential
HDR High Density Residential
CF Community Facility

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES

0 30 m

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

ATTACHMENT A:
Proposed Development Agreement

THIS AGREEMENT made this _____ day of _____, 20__,

BETWEEN:

[INSERT DEVELOPER NAME]
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 6212, 6214, 6216 Cedar Street and 1740 and 1746 Walnut Street, Halifax **[INSERT PID#]** and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to permit the construction of single unit dwellings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Implementation Policy 4.6 of the Halifax Municipal Planning Strategy and Section 99(5) of the Halifax Peninsula Land Use Bylaw;

AND WHEREAS the Peninsula Community Council for the Municipality approved this request at a meeting held on **[INSERT DATE]**, referenced as Municipal Case Number **17416**;

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 Peninsula 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: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

2.1 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 17416:**

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Front Elevation
Schedule D	Left Elevation
Schedule E	Right Elevation
Schedule F	Rear Elevation

2.2 General Description of Land Use

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

- (a) A single unit dwelling on each of the subject properties, which is in conformance with Schedules B through F; and
- (b) Accessory uses and home occupations, provided that the land use requirements of the Halifax Peninsula Land Use By-law are met.

2.3 Building and Site Requirements

2.3.1 The building's siting, bulk and scale shall comply with the following:

- (a) Development on the Lands shall conform to the R-2 (General Residential) Zone of the Land Use By-law, with the exception of the lot coverage and Gross Floor Area (GFA) requirements;
- (b) Lot coverage shall not exceed 35.5 percent; and
- (c) Gross Floor Area shall not exceed 2280.00 square feet (212 square metres).

2.3.2 Buildings and structures shall be subject to the applicable provisions contained in the Halifax Peninsula Land Use Bylaw.

2.3.3 The Development Officer may approve changes to the buildings and site plans (Schedules B through E attached), provided that the changes are in conformance with Sections 2.3.1.

2.4 Parking, circulation and access

2.4.1 The parking area shall be sited as shown on Schedule **B**. The parking area shall maintain setbacks from the property lines as shown on Schedule **B**.

2.4.2 It is the responsibility of the Developer to convey all required rights-of-way over the Lands as shown on Schedule **B**.

2.5 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

PART 3: AMENDMENTS

3.1 Non-Substantive Amendments

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

- a) The granting of an extension to the date of commencement of construction as identified in Section 4.3.1 of this Agreement.

3.2 Substantive Amendments

Amendments to any matters not identified under Section 3.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 4: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 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.

4.2 Subsequent Owners

4.2.1 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.

4.2.2 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).

4.3 Commencement of Development

4.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

4.3.2 For the purpose of this section, commencement of development shall mean issuance of a Construction Permit for the single family dwellings.

4.4 Completion of Development

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Halifax Peninsula Land Use Bylaw for, as may be amended from time to time.

4.5 Discharge of Agreement

4.5.1 If the Developer fails to complete the development after five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

PART 5: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

5.1 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.

5.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

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

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this ____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in h presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this ____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that _____, Mayor and _____, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in h presence.

A Commissioner of the Supreme Court
of Nova Scotia

ATTACHMENT B:
Review of Relevant Halifax Municipal Planning Strategy (MPS) Policies

The proposal may be considered by Council through Implementation Policy 4.6 of the Halifax Municipal Planning Strategy. Findings that support this position are as follows:

Halifax Municipal Planning Strategy (MPS)

Implementation Policy

Policy 4.6: *For any proposed development, the City may permit modification of the yard or lot area or width provisions of the Peninsula and Mainland Zoning By-laws under the authority of Section 33(2)(b) of the Planning Act. A decision of the Council of the City of Halifax to permit such modification may be preceded by a public hearing if deemed necessary and such modification shall be granted provided that:*

	Staff comment:
<i>a. the amenity, convenience, character and value of neighbouring properties will not be adversely affected;</i>	The proposal is to construct three single unit dwellings with an increase in lot coverage by 0.5% and an increase in GFA by 1074.75 square feet. As the properties are located within a predominantly residential area that consists of a mix of single and two unit dwellings, the proposal should not adversely impact the surrounding neighbourhood.
<i>b. conditions necessitating such modification are unique to the lot and have not been created by either the owner of such lot or the applicant;</i>	Section 250(1)(c)(i) of the HRM Charter only permits granting a Variance on a lot if the lot existed on the effective date of the bylaw (1978). As the subject properties were created in 2007 and are not eligible for a Variance process, the lot modification development agreement is the option to permit a residential development that is compatible with the existing neighbourhood.
<i>c. the modification is necessary to secure an appropriate development of the lot where such lot is of such restricted area that it cannot be appropriately developed without such modification</i>	
<i>d. the modification is consistent with Section II of this Plan; and</i>	Proposal is consistent with policies under the MDR (Medium Density Residential) and Residential Environments Designations of the Peninsula Centre Secondary Planning Strategy
<i>e. the registered owner of the land for which the modification is sought shall enter into an agreement with Council pursuant to Section 34(1) of the Planning Act.</i>	This policy refers to the proposed development agreement in Attachment A.

SECTION VI:

Peninsula Centre Area Plan – Objectives & Policies

Residential Environments

	Staff comment:
<i>Policy 1.5: Areas shown as medium-density residential on the Future Land Use Map of this Plan shall be regarded as family-oriented neighbourhoods which provide a mix of predominantly family housing units in single-family dwellings, semidetached dwellings, duplexes, and, where appropriate, rowhousing and buildings which, through conversions or additions, provide apartment accommodation.</i>	<ul style="list-style-type: none">• The subject properties are located in a stable residential neighbourhood, which comprises of low and medium density residential uses.• The properties are bounded by a mix of single unit dwellings and various uses permitted under the R-2 Zone.• The proposed single-unit development meets all the requirements of the R-2 Zone except for the lot coverage and GFA provisions.• Staff believes that the proposal is consistent with Policy 1.5 as the integrity of existing family-oriented neighbourhoods will be maintained.

ATTACHMENT C:
Excerpt from the Halifax Peninsula Land Use Bylaw (LUB)

R-2 (General Residential) Zone

35(1) The following uses shall be permitted in any R-2 Zone:

- (a) R-1 uses as hereinbefore set out;
- (b) semi-detached or duplex dwelling;
- (c) buildings containing not more than four apartments;
- (d) (Deleted)
- (e) (Deleted)
- (f) uses accessory to any of the foregoing uses
- (g) The reconstruction of an apartment building containing 12 or fewer dwelling units at the South-East corner of Creighton and Buddy Daye Streets (PID 40877292) (RC-Aug 1/06;E-Aug 12/06)

35(2) No person shall in any R-2 Zone carry out, or cause or permit to be carried out, any development for any purpose other than one or more of the uses set out in subsection (1).

35(3) No person shall in any R-2 Zone use or permit to be used any land or building in whole or in part for any purpose other than one or more of the uses set out in subsection (1).

SIGNS

36 No person shall, in any R-2 Zone, erect, place or display any billboard or sign except those permitted in R-1 Zones.

REQUIREMENTS

37 Buildings erected, altered, or used for R-1 and R-2 uses in an R-2 Zone shall comply with the following requisites:

	Lot Frontage (Ft.)	Lot Area (Sq.Ft.)	Side Yard (Ft.)
R-1 Uses	40	4000	4
Duplex	50	5000	5
3-Unit and 4-Unit apartment building	80	8000	6

38 Front and Rear Yards - The requirements of Sections 29 and 30 inclusive above shall apply.

39 Lot coverage - Maximum lot coverage shall be 35 percent.

40 Maximum height - Maximum height shall be 35 feet.

ACCESSORY STRUCTURES

40A (deleted PCC/CCC: November 8, 2010; E: November 27, 2010)

TWO UNIT CONVERSION

41 A building in existence on or before the 11th of May, 1950 may be converted into a duplex dwelling provided that the building, after conversion, complies with the following:

- (a) A duplex dwelling containing not more than a total of six habitable rooms be permitted on a lot containing an area of not less than 3,300 square feet.
- (b) A duplex dwelling containing not more than a total of eight habitable rooms be permitted on a lot containing an area of not less than 4,000 square feet.
- (c) There is no increase in height or volume and that the external dimensions of the building have not changed since 25 October 1985.
- (d) One separately accessible parking space at least 8 feet by 16 feet shall be provided on the lot for each of the two dwelling units.

42 (Deleted)

SEMI-DETACHED DWELLING

43 (a) For each unit of a semi-detached dwelling, there shall be at least 25 feet of lot frontage and 2,500 square feet of lot area. A minimum side yard of 5 feet shall be required for a semi-detached dwelling provided however that where a lot containing a semi-detached dwelling is to be or has been subdivided so that each unit is on its own lot, there shall be no setback required from the common lot boundary.

(b) Front yards and rear yards for a semi-detached dwelling - the requirements of Sections 29 and 30 shall apply.

(c) Lot coverage for a semi-detached dwelling - maximum lot coverage shall be 35 percent.

(d) Maximum height for a semi-detached dwelling - maximum height shall be 35 feet.

43A (Deleted)

THREE AND FOUR UNIT BUILDING

43A(1) In addition to other R-2 Zone requirements, there shall be:

- (a) Eight or fewer bedrooms within the whole of a three dwelling unit apartment house; and
- (b) Ten or fewer bedrooms within the whole of a four dwelling unit apartment house.

DAY NURSERY

43B (Deleted)

ADDITIONAL CHILDREN PROVISION

- 43C (Deleted)
43D (Deleted)

PENINSULA CENTRE AND SOUTH END AREA

43E Notwithstanding the provisions of Sections 37 to 43, buildings erected, altered or used for R-1 or R-2 uses in the R-2 Zone in the "**Peninsula Centre**" and "**South End Areas**" shall comply with the following requisites:

(a)

	Min Lot Frontage (Ft.)	Min Lot Area (Sq.Ft.)	Side Yard (Ft.)
R-1 Uses	30	N/A	4
Duplex	33	3300	5
Semi-detached	50	5000	5
Three Unit	45	5000	6
Four Unit	60	6000	6

(b) **UNIT MIX:**

- (i) duplexes or semi-detached dwellings shall contain at least one unit of a minimum of 800 sq.ft.;
 - (ii) 3 or 4 unit apartment buildings shall contain at least two units of a minimum of 800 sq.ft.
- (c) Lot coverage: Maximum lot coverage shall be 35 percent.
- (d) Parking and Open Space: For each unit which is 800 sq.ft. or greater, one parking space at least 8 feet wide and 16 feet long and 300 sq.ft. of open space shall be required, and for dwelling units less than 800 sq.ft., one parking space at least 8 wide and 16 long shall be required for each two dwelling units, and 50 sq.ft. of open space for each unit.
- (e) Maximum Height: The maximum height shall be 35 ft.
- (f) *(deleted PCC/CCC: November 8, 2010; E: November 27, 2010)*
- (g) *(deleted PCC/CCC: November 8, 2010; E: November 27, 2010)*
- (h) Semi-detached building: A lot containing a semi-detached dwelling may be subdivided so that each unit is located on a separate lot provided that the lot for each unit contains a minimum frontage of 25 ft. and a minimum area of 2,500 sq.ft. No side yard shall be required along the common lot boundary dividing a semi-detached dwelling.

CONVERSIONS ON ROBIE STREET OR COBURG ROAD

43F Notwithstanding any other provision of this by-law, for any building which existed on the date of adoption of this by-law, located in the "**Peninsula Centre Area**", and which is located on a lot which abuts Coburg Road between Oxford Street and Robie Street, or on a lot which abuts Robie Street between Pepperell Street and South Street interior conversions shall be permitted, provided that there is no change in the height or volume of the building and that the minimum size of each dwelling unit shall be 600 square feet.

43G (Deleted)

FRONT YARD SETBACK

43G(1) For any R-1 or R-2 use constructed after 14 October 1982 in the "**Peninsula Centre**", "**South End**", or "**Peninsula North Areas**", the minimum front yard shall be the front yard of the majority of residential buildings fronting on the same side of the same block in which the building is to be constructed. For the purposes of measuring, existing front yard dimensions shall be rounded to the nearest foot.

43G(2) Where there is no majority of buildings with the same front yard on the block, the minimum front yard shall be:

- (a) that of the residential building of the adjacent lot on either side of the proposed development which is closer to the street line; and
- (b) where there is no residential building on either adjacent lot
 - (i) 10 feet in all zones except in the U-1 zone
 - (ii) 0 feet in the U-1 zone

PENINSULA NORTH AREA

43H Notwithstanding Section 37 a building erected, altered, or used as a detached one-family dwelling house, office of a professional person located in the dwelling house used by such professional person as his private residence or home occupation in an R-2 Zone in the "**Peninsula North Area**" shall comply with the following requirements:

- (1) Minimum Lot Frontage 30 feet
- (2) Minimum Lot Size 3,000 square feet
- (3) Side Yards 4 feet

TWO UNIT CONVERSION - PENINSULA NORTH

43I Notwithstanding Sections 37 to 40 a building, excluding accessory buildings, in existence on the date of adoption of this section in the "**Peninsula North Area**" may be converted to a maximum of two units provided that:

- (i) there is no increase in height or volume of the building,
- (ii) one unit contains two or more bedrooms; and
- (iii) there is one parking space at least 8 feet wide and 16 feet long for each dwelling unit.

FOUR UNIT CONVERSION - PENINSULA NORTH #5

43J Notwithstanding Sections 6(1), 6(2A) and 37 to 40, a building, excluding an accessory building, in existence on 14 July 1979, in "**Peninsula North Area #5**", and located south of Russell Street (**NIP III**), may be converted to a maximum of four units provided that:

- (i) there is no increase in the height or volume of the building;
- (ii) at least one of the units in the converted building contains two or more bedrooms.

FOUR UNIT CONVERSION - PENINSULA NORTH - NIP I

43K Notwithstanding Sections 6(1), 6(2A) and 37 to 40, a building, excluding an accessory building, in existence on 14 July 1979, in the area bounded by North, Gottingen,

Cogswell, North Park and Agricola Street, may be converted to a maximum of four units provided that:

- (i) there is no increase in the height or volume of the building; and
- (ii) at least one of the units in the converted building contains two or more bedrooms.

MULTIPLE UNIT CONVERSION - SCHEDULE HA-1

43L Notwithstanding Sections 6(1), 6(2A) and 37 to 40 a building, excluding an accessory building or a registered heritage building, in existence on the date of adoption of this Section, located in "**Schedule HA-1**", may be converted into an apartment house provided that:

- (i) there is no increase in the height or volume of the building;
- (ii) the following features on the building facing the street(s) are not altered:
 - (a) the number, location, size and shape of the windows, bays and dormers;
 - (b) the size, shape and location of the entrance way including the door; and
 - (c) the size and location of any existing verandas, porches or stairways.
- (iii) at least one unit for every five units, or fraction thereof, in the converted building contains two or more bedrooms.

SFD REQUIREMENTS - PENINSULA NORTH AREA #6

43M Notwithstanding Sections 37 and 39, a building erected, altered or used as a one family dwelling house, in an R-2 zone in "Peninsula North Areas 6 and 8", shall comply with the following requirements:

- (1) Minimum Lot Frontage 20 feet
- (2) Minimum Lot Size 2000 sq.ft.
- (3) Minimum Side Yard 0 feet
- (4) Maximum Lot Coverage 50 percent

43MA Notwithstanding Section 43M (1,2,3) of this by-law, in the case of lots existing on the date of adoption of this Section, in Peninsula North Areas 6 and 8 respectively, the lot size, lot frontage and side yard requirements shall be waived for one family dwelling houses.

APARTMENT BUILDINGS - PENINSULA WEST AREA 1

43MB Within Peninsula West Area 1, a lot which did not exist prior to the date of adoption of this section shall not be used for a three or four unit apartment building.

43N Notwithstanding any other provision of this By-law, the apartment building that is referred to in Section 35 (g) may be reconstructed to the same or lesser size and the same location upon its lot as that which existed immediately before its demolition on March 3, 2006. (RC-Aug 1/06;E-Aug 12/06)

MAXIMUM RESIDENTIAL GROSS FLOOR AREA

26D The maximum residential gross floor area for dwellings within the R-1 and R-2 Zones shall be as follows:

Lot Size	GFA Requirement
<=3,500	The maximum GFA shall be a FAR of 0.75
>3,500 to 4,000	The maximum GFA shall be 2,625 sq. ft. or a FAR of 0.70, whichever is greater.
>4,000 to 4,500	The maximum GFA shall be 2,800 sq. ft. or a FAR of 0.65, whichever is greater.
>4,500 to 5,500	The maximum GFA shall be 2,925 sq. ft. or a FAR of 0.60, whichever is greater.
>5,500 to 7,000	The maximum GFA shall be 3,300 sq. ft. or a FAR of 0.55, whichever is greater.
>7,000 to 9,000	The maximum GFA shall be 3,850 sq. ft. or a FAR of 0.50, whichever is greater.
>9,000 to 11,000	The maximum GFA shall be 4,500 sq. ft. or a FAR of 0.45, whichever is greater.
>11,000 to 13,000	The maximum GFA shall be 4,950 sq. ft. or a FAR of 0.40, whichever is greater.
>13,000	The maximum GFA shall be 5,200 sq. ft. or a FAR of 0.35, whichever is greater.

GFA: Gross Floor Area

FAR: Floor Area Ratio"

1) BUILDER TO CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO CONSTRUCTION COMMENCEMENT.

ALL WORK TO BE COMPLETED
IN ACCORDANCE WITH THE
NATIONAL BUILDING CODE OF
CANADA - 1995 REVISION.

IN ALL FEDERAL, PROVINCIAL,
AND LOCAL ORDINANCES, ETC.
SHALL BE CONSIDERED AS
PART OF THE SPECIFICATIONS
FOR THIS BUILDING AND SHALL
TAKE PRECEDENCE OVER
ANYTHING SHOWN, DESCRIBED
OR IMPLIED, IF AND WHERE
VARIANCES OCCUR.

4) ALL UNITS TO BE BUILT UP
OF TWO MEMBERS OR BETTER

4) WERED IN SMOKE DETECTORS
TO BE INSTALLED.

7) ALL WINDOW SIZES (WIDTH / DEPTH) ARE GLASS SIZES ONLY. FOR ROUGH OPENING DIMENSIONS REFER TO MANUFACTURERS SPECIFICATIONS.

CONCLUSIONS AND FUTURE RESEARCH

4. **EXAMINING THE PROPOSAL** (See 1017, 1018, 1019, 1020, 1021, 1022, 1023, 1024, 1025, 1026, 1027, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1046, 1047, 1048, 1049, 1050, 1051, 1052, 1053, 1054, 1055, 1056, 1057, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1076, 1077, 1078, 1079, 1080, 1081, 1082, 1083, 1084, 1085, 1086, 1087, 1088, 1089, 1090, 1091, 1092, 1093, 1094, 1095, 1096, 1097, 1098, 1099, 1100, 1101, 1102, 1103, 1104, 1105, 1106, 1107, 1108, 1109, 1110, 1111, 1112, 1113, 1114, 1115, 1116, 1117, 1118, 1119, 1120, 1121, 1122, 1123, 1124, 1125, 1126, 1127, 1128, 1129, 1130, 1131, 1132, 1133, 1134, 1135, 1136, 1137, 1138, 1139, 1140, 1141, 1142, 1143, 1144, 1145, 1146, 1147, 1148, 1149, 1150, 1151, 1152, 1153, 1154, 1155, 1156, 1157, 1158, 1159, 1160, 1161, 1162, 1163, 1164, 1165, 1166, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184, 1185, 1186, 1187, 1188, 1189, 1190, 1191, 1192, 1193, 1194, 1195, 1196, 1197, 1198, 1199, 1200, 1201, 1202, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239, 1240, 1241, 1242, 1243, 1244, 1245, 1246, 1247, 1248, 1249, 1250, 1251, 1252, 1253, 1254, 1255, 1256, 1257, 1258, 1259, 1260, 1261, 1262, 1263, 1264, 1265, 1266, 1267, 1268, 1269, 1270, 1271, 1272, 1273, 1274, 1275, 1276, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1299, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1341, 1342, 1343, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1357, 1358, 1359, 1360, 1361, 1362, 1363, 1364, 1365, 1366, 1367, 1368, 1369, 1370, 1371, 1372, 1373, 1374, 1375, 1376, 1377, 1378, 1379, 1380, 1381, 1382, 1383, 1384, 1385, 1386, 1387, 1388, 1389, 1390, 1391, 1392, 1393, 1394, 1395, 1396, 1397, 1398, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1411, 1412, 1413, 1414, 1415, 1416, 1417, 1418, 1419, 1420, 1421, 1422, 1423, 1424, 1425, 1426, 1427, 1428, 1429, 1430, 1431, 1432, 1433, 1434, 1435, 1436, 1437, 1438, 1439, 1440, 1441, 1442, 1443, 1444, 1445, 1446, 1447, 1448, 1449, 1450, 1451, 1452, 1453, 1454, 1455, 1456, 1457, 1458, 1459, 1460, 1461, 1462, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470, 1471, 1472, 1473, 1474, 1475, 1476, 1477, 1478, 1479, 1480, 1481, 1482, 1483, 1484, 1485, 1486, 1487, 1488, 1489, 1490, 1491, 1492, 1493, 1494, 1495, 1496, 1497, 1498, 1499, 1500, 1501, 1502, 1503, 1504, 1505, 1506, 1507, 1508, 1509, 1510, 1511, 1512, 1513, 1514, 1515, 1516, 1517, 1518, 1519, 1520, 1521, 1522, 1523, 1524, 1525, 1526, 1527, 1528, 1529, 1530, 1531, 1532, 1533, 1534, 1535, 1536, 1537, 1538, 1539, 1540, 1541, 1542, 1543, 1544, 1545, 1546, 1547, 1548, 1549, 1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1583, 1584, 1585, 1586, 1587, 1588, 1589, 1590, 1591, 1592, 1593, 1594, 1595, 1596, 1597, 1598, 1599, 1600, 1601, 1602, 1603, 1604, 1605, 1606, 1607, 1608, 1609, 1610, 1611, 1612, 1613, 1614, 1615, 1616, 1617, 1618, 1619, 1620, 1621, 1622, 1623, 1624, 1625, 1626, 1627, 1628, 1629, 1630, 1631, 1632, 1633, 1634, 1635, 1636, 1637, 1638, 1639, 1640, 1641, 1642, 1643, 1644, 1645, 1646, 1647, 1648, 1649, 1650, 1651, 1652, 1653, 1654, 1655, 1656, 1657, 1658, 1659, 1660, 1661, 1662, 1663, 1664, 1665, 1666, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674, 1675, 1676, 1677, 1678, 1679, 1680, 1681, 1682, 1683, 1684, 1685, 1686, 1687, 1688, 1689, 1690, 1691, 1692, 1693, 1694, 1695, 1

It was a pleasure to have you at the meeting. I hope you will be able to visit us again soon. I am sure you will find it very interesting. I am sure you will find it very interesting. I am sure you will find it very interesting.

A. L'AVANTAGE PRINCIPAL D'AVOIR UN BOUTON EN PLASTIQUE, C'EST QU'IL NE SE DÉFORME PAS, CONTRAIREMENT À CE QUI SE PASSE AVEC UN BOUTON EN MÉTAL. EN EFFET, LE PLASTIQUE, EN L'USANT, SE DÉFORME, SE DÉFORME, SE DÉFORME, ETC.

4. TALKING POINTS DESIGNER SHALL NOT BE RESPONSIBLE FOR ANY VIOLATIONS UNDER THE CONSTRUCTION AND AMENDMENTS AUTHORIZED BY ANY COUNCIL, DURING THE COURSE OF CONSTRUCTION.

Abstract

MANAGEMENT INFORMATION SYSTEMS (MIS) IS A FIELD THAT PROVIDES
TECHNICAL ASSISTANCE WITH THE PRODUCTION OF THE
COMPANY'S MIS. IT IS RESPONSIBLE FOR THE
ADMINISTRATION OF THE MIS AND THE
IMPLEMENTATION OF THE MIS.

Schedule C

FORM NO. 101	REVISION	DATE
1	09/17/01	

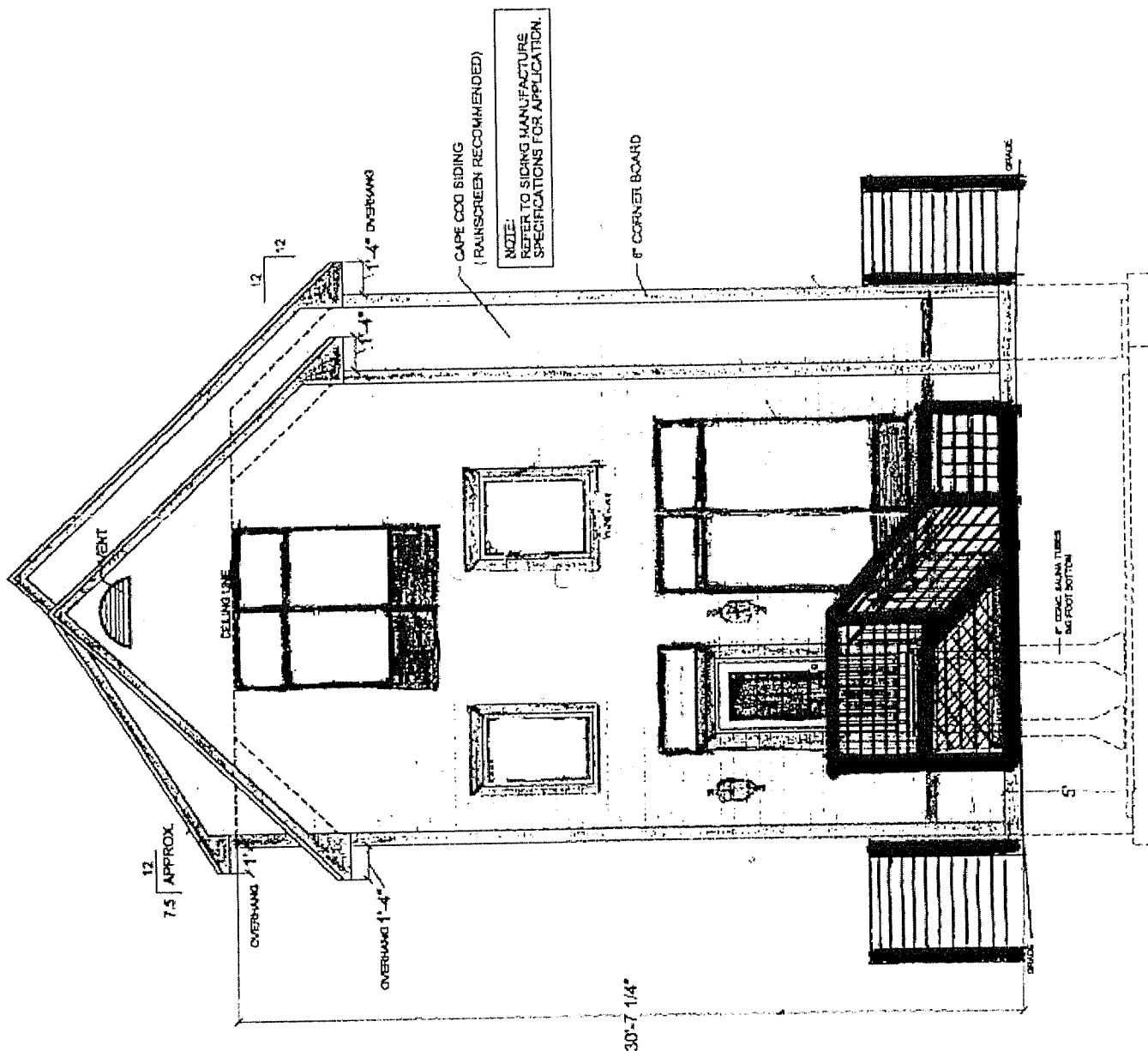
FRONT ELEVATION

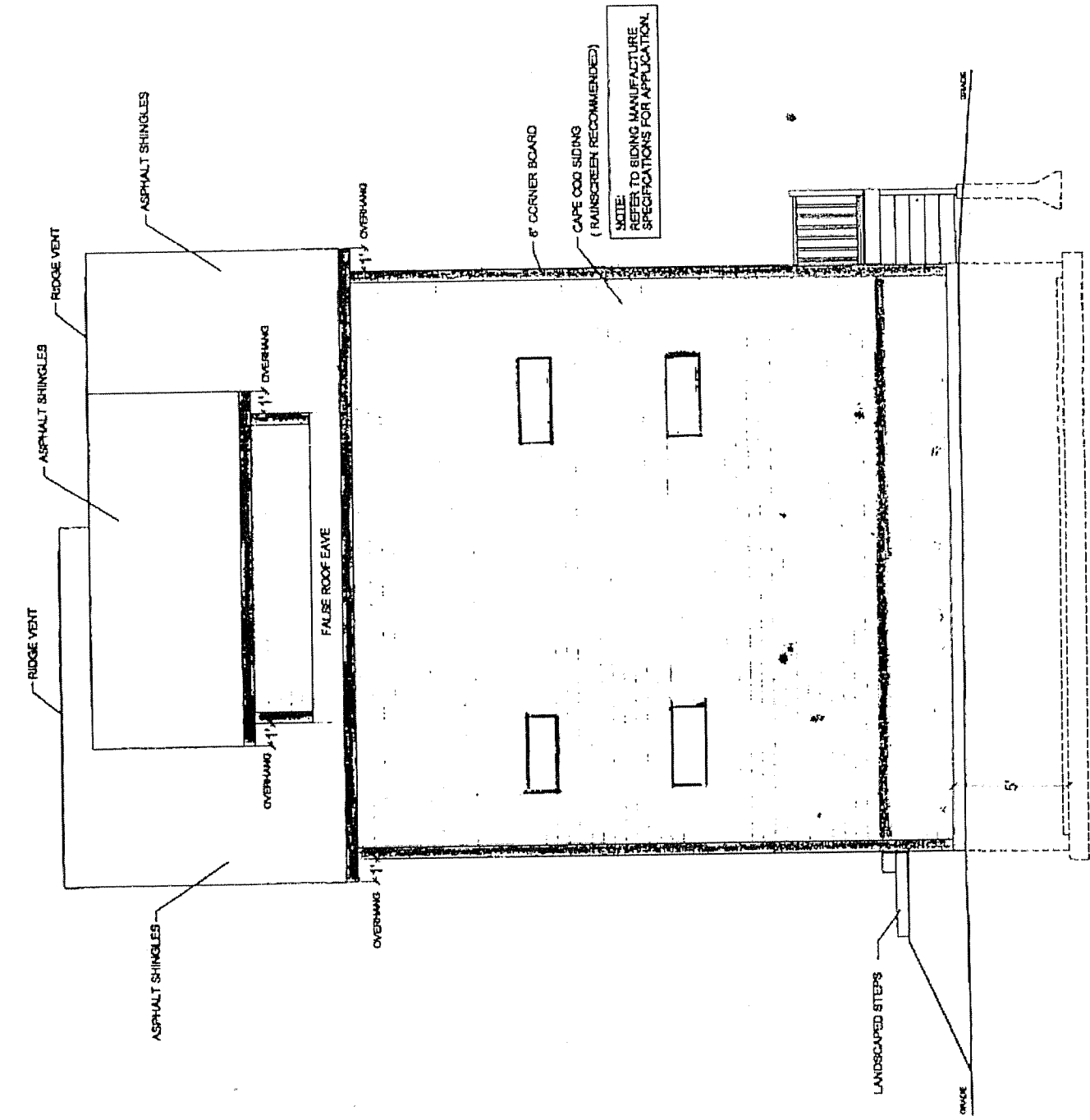
STEWART HEALY

09/17/01

2144

1





NOTES:

- 1) BUILDER TO CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO CONSTRUCTION COMMENCES.
- 2) ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE NATIONAL BUILDING CODE OF CANADA - 1985 REVISION.
- 3) ALL FEDERAL, PROVINCIAL AND LOCAL ORDINANCES, ETC. SHALL BE CONSIDERED AS PART OF THE SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DESCRIBED OR IMPLIED, IF AND WHERE VARIANCES OCCUR.
- 4) ALL UNITS TO BE BUILT UP OF 2X10 MEMBERS OR BETTER BY ENGINEER.
- 5) ALL BEAMS TO BE SPEC'D BY ENGINEER.
- 6) WIRED IN SMOKE DETECTORS TO BE INSTALLED.
- 7) ALL WINDOW SIZES (WIDTH / DEPTH) ARE GLASS SIZES ONLY. FOR ROUGH OPENING DIMENSIONS REFER TO MANUFACTURER'S SPECIFICATIONS.

GENERAL NOTES:

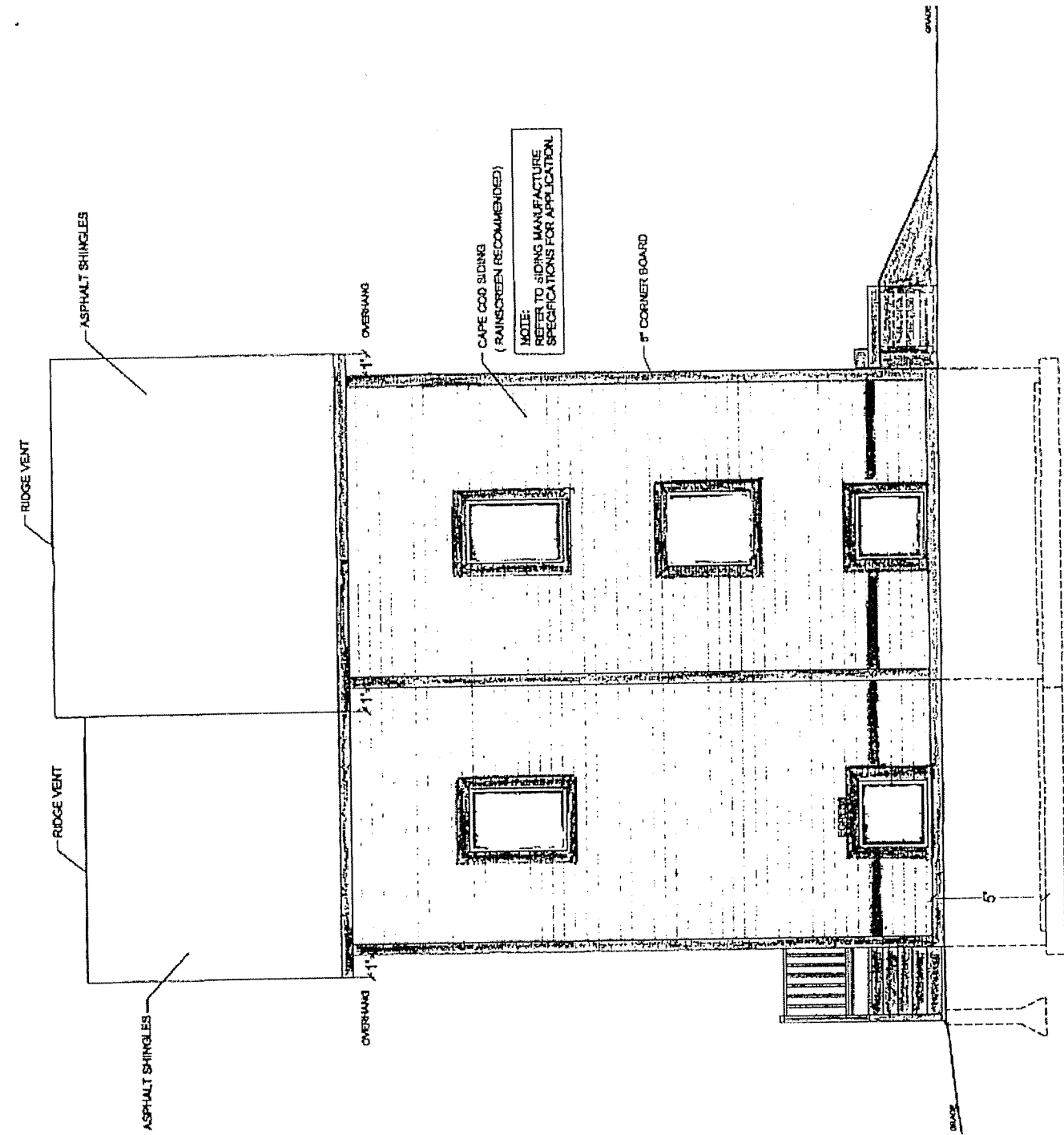
1. SCHEDULES SHOWN ARE FOR INFORMATION ONLY. THE BUILDER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS TO CONSTRUCT THIS PROJECT.
2. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO CONSTRUCTION COMMENCES.
3. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO CONSTRUCTION COMMENCES.
4. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO CONSTRUCTION COMMENCES.
5. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO CONSTRUCTION COMMENCES.
6. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO CONSTRUCTION COMMENCES.

Schedule D

NO.	REVISION	DATE
1		08/17/01

LEFT ELEVATION

OWNER: STEWART HEALY	
DATE: 08/17/01	NO. 2
BY: 2144	
CHECKED BY: N.J.T.	



NOTE:
 1) BUILDER TO CHECK AND VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.
 2) ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE NATIONAL BUILDING CODE OF CANADA - 1982 EDITION.
 3) ALL FEDERAL, PROVINCIAL, AND LOCAL ORDINANCES, ETC. SHALL BE CONSIDERED AS PART OF THE SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DESCRIBED OR IMPLIED, IF AND WHERE VARIANCES OCCUR.
 4) ALL UNITS TO BE BUILT UP OF 2X12 MEMBERS OR BETTER.
 5) ALL BEAMS TO BE SPEC'D BY ENGINEER.
 6) WIRED IN SMOKE DETECTORS TO BE INSTALLED.
 7) ALL WINDOW SIZES (WIDTH / DEPTH) ARE GLASS SIZES ONLY. FOR ROUGH OPENING DIMENSIONS REFER TO MANUFACTURER'S SPECIFICATIONS.

GENERAL NOTES:
 1. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.
 2. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.
 3. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.
 4. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.
 5. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.

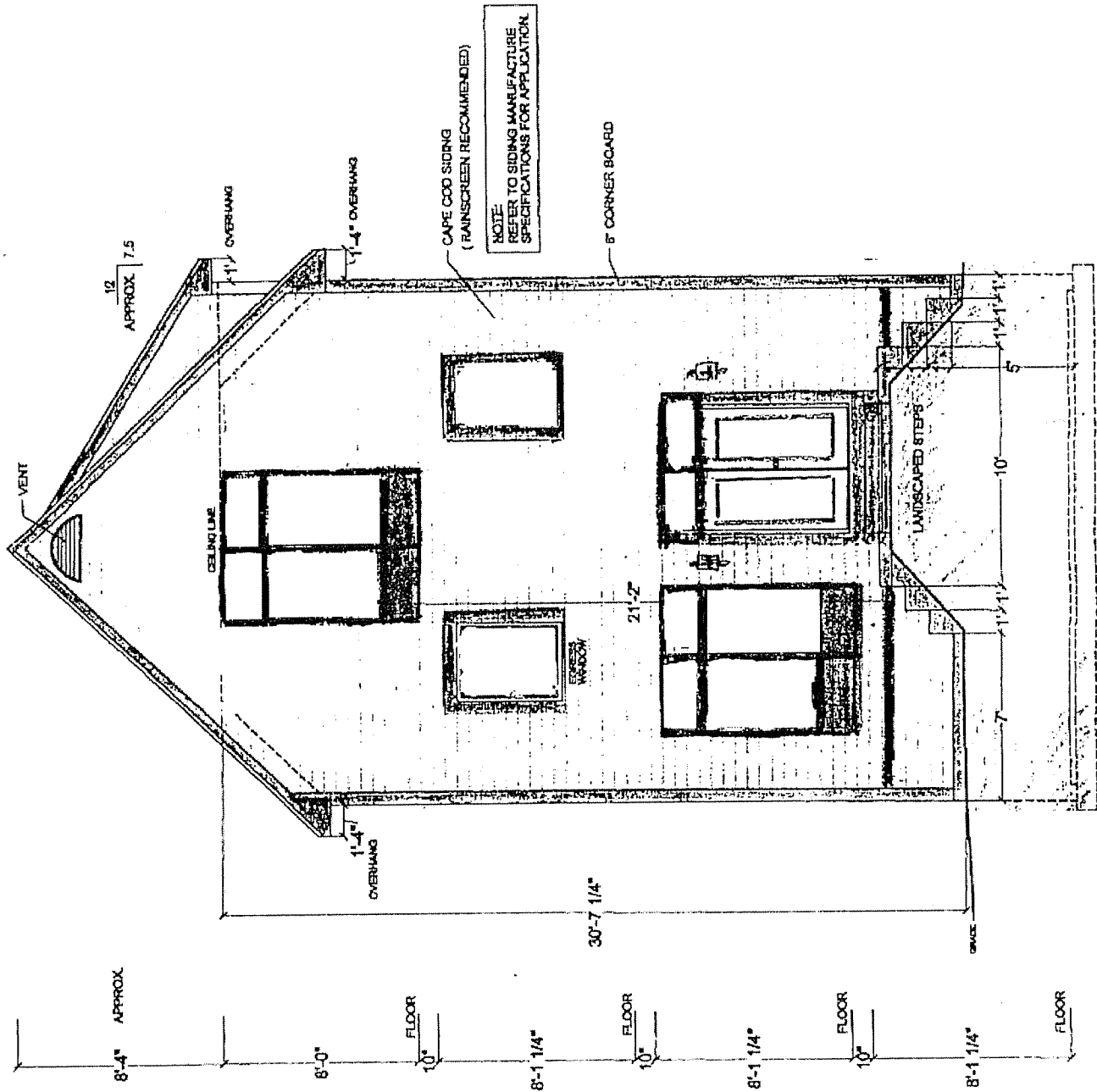
NOTE:
 1. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.
 2. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.
 3. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.
 4. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.
 5. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND SPACING PRIOR TO CONSTRUCTION COMMENCES.

Schedule E	
1	REVISION
RIGHT ELEVATION	
STEWART HEALY	
08/17/01	
2144	
M.L.T.	
3	

NOTES:
 1) BUILDER TO CHECK AND VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO CONSTRUCTION COMMENCEMENT.
 2) ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE NATIONAL BUILDING CODE OF CANADA - 1985 REVISION.
 3) ALL FEDERAL, PROVINCIAL, AND LOCAL ORDINANCES, ETC. SHALL BE CONSIDERED AS PART OF THE SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DESCRIBED OR IMPLIED, IF AND WHERE VARIANCES OCCUR.
 4) ALL UNITS TO BE BUILT UP OF 2"x10" MEMBERS OR BETTER.
 5) ALL BEAMS TO BE SIZED BY ENGINEER.
 6) WIRED IN SMOKE DETECTORS TO BE INSTALLED.
 7) ALL WINDOW SIZES (WIDTH / DEPTH) ARE GAUGE SIZES ONLY. FOR FINISHES REFER TO MANUFACTURERS SPECIFICATIONS.
 8) SMOKE DETECTORS TO BE INSTALLED.
 9) ALL BEAMS TO BE SIZED BY ENGINEER.
 10) WIRED IN SMOKE DETECTORS TO BE INSTALLED.
 11) ALL WINDOW SIZES (WIDTH / DEPTH) ARE GAUGE SIZES ONLY. FOR FINISHES REFER TO MANUFACTURERS SPECIFICATIONS.

GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. THE BUILDER SHALL VERIFY ALL DIMENSIONS AND REPORT ANY DISCREPANCIES PRIOR TO CONSTRUCTION COMMENCEMENT.
 3. ALL WORK TO BE COMPLETED IN ACCORDANCE WITH THE NATIONAL BUILDING CODE OF CANADA - 1985 REVISION.
 4. ALL FEDERAL, PROVINCIAL, AND LOCAL ORDINANCES, ETC. SHALL BE CONSIDERED AS PART OF THE SPECIFICATIONS FOR THIS BUILDING AND SHALL TAKE PRECEDENCE OVER ANYTHING SHOWN, DESCRIBED OR IMPLIED, IF AND WHERE VARIANCES OCCUR.
 5. ALL UNITS TO BE BUILT UP OF 2"x10" MEMBERS OR BETTER.
 6. ALL BEAMS TO BE SIZED BY ENGINEER.
 7. WIRED IN SMOKE DETECTORS TO BE INSTALLED.
 8. ALL WINDOW SIZES (WIDTH / DEPTH) ARE GAUGE SIZES ONLY. FOR FINISHES REFER TO MANUFACTURERS SPECIFICATIONS.

Schedule F	
1	REVISION
2	REVISION
3	REVISION
4	REVISION
5	REVISION
6	REVISION
7	REVISION
8	REVISION
9	REVISION
10	REVISION
11	REVISION
12	REVISION
13	REVISION
14	REVISION
15	REVISION
16	REVISION
17	REVISION
18	REVISION
19	REVISION
20	REVISION
21	REVISION
22	REVISION
23	REVISION
24	REVISION
25	REVISION
26	REVISION
27	REVISION
28	REVISION
29	REVISION
30	REVISION
31	REVISION
32	REVISION
33	REVISION
34	REVISION
35	REVISION
36	REVISION
37	REVISION
38	REVISION
39	REVISION
40	REVISION
41	REVISION
42	REVISION
43	REVISION
44	REVISION
45	REVISION
46	REVISION
47	REVISION
48	REVISION
49	REVISION
50	REVISION
51	REVISION
52	REVISION
53	REVISION
54	REVISION
55	REVISION
56	REVISION
57	REVISION
58	REVISION
59	REVISION
60	REVISION
61	REVISION
62	REVISION
63	REVISION
64	REVISION
65	REVISION
66	REVISION
67	REVISION
68	REVISION
69	REVISION
70	REVISION
71	REVISION
72	REVISION
73	REVISION
74	REVISION
75	REVISION
76	REVISION
77	REVISION
78	REVISION
79	REVISION
80	REVISION
81	REVISION
82	REVISION
83	REVISION
84	REVISION
85	REVISION
86	REVISION
87	REVISION
88	REVISION
89	REVISION
90	REVISION
91	REVISION
92	REVISION
93	REVISION
94	REVISION
95	REVISION
96	REVISION
97	REVISION
98	REVISION
99	REVISION
100	REVISION



REAR ELEVATION

4

STEWART HEALY
08/17/01
21/44
N.L.T.

Schedule "A"

Lot 24B Walnut Street

All that certain lot, piece or parcel of land situate, lying and being on the western side of Walnut Street, Halifax, Province of Nova Scotia, shown as Lot 24B on a plan of survey of Lot 24A, Lot 24B and Lot 24C, subdivision of Lot 24 Bank Head Farm Subdivision, lands conveyed to G. Faye Morrison, dated the 29th day of October, 2004, prepared by Thompson Conn Limited, certified by Allan J. Owen, N.S.L.S., and being more particularly described as follows:

Beginning at the intersection of the western boundary of Walnut Street with the northern boundary of Lot 24C;

Thence along the northern boundary of Lot 24C on a bearing of south 68 degrees, 13 minutes, 08 seconds west for a distance of 50.85 feet to the eastern boundary of eastern one half of Lot 23;

Thence along the eastern boundary of eastern one half of Lot 23 on a bearing of north 21 degrees, 46 minutes, 52 seconds west for a distance of 31.50 feet to the southwestern corner of Lot 24A;

Thence along the southern boundary of Lot 24A on a bearing of north 68 degrees, 13 minutes, 08 seconds east for a distance of 50.87 feet to the western boundary of Walnut Street;

Thence along the western boundary of Walnut Street on a bearing of south 21 degrees, 44 minutes, 33 seconds east for a distance of 31.50 feet to the point of beginning;

Containing an area of 1,602 square feet;

Bearings are grid referred to the line between N.S.C.M. 204825 and N.S.C.M. 204936 having a bearing of south 13 degrees, 55 minutes, 33 seconds east and based on the 3 degree M.T.M. projection, central meridian 64 degrees, 30 minutes west longitude (1979 adjustment);

Being and intended to be a portion of those lands conveyed to G. Faye Morrison by deed recorded at the Registry of Deeds for Halifax County in Book 4957 at Page 119.

Schedule "A"

Lot 24A Walnut Street and Cedar Street

All that certain lot, piece or parcel of land situate, lying and being on the western side of Walnut Street and the southern side of Cedar Street, Halifax, Province of Nova Scotia, shown as Lot 24A on a plan of survey of Lot 24A, Lot 24B and Lot 24C, subdivision of Lot 24 Bank Head Farm Subdivision, lands conveyed to G. Faye Morrison, dated the 29th day of October, 2004, prepared by Thompson Conn Limited, certified by Allan J. Owen, N.S.L.S., and being more particularly described as follows:

Beginning at the intersection of the southern boundary of Cedar Street with the western boundary of Walnut Street;

Thence along the western boundary of Walnut Street on a bearing of south 21 degrees, 44 minutes, 33 seconds east for a distance of 31.00 feet to the northeastern corner of Lot 24B;

Thence along the northern boundary of Lot 24B on a bearing of south 68 degrees, 13 minutes, 08 seconds west for a distance of 50.87 feet to the eastern boundary of eastern one half of Lot 23;

Thence along the eastern boundary of eastern one half of Lot 23 on a bearing of north 21 degrees, 46 minutes, 52 seconds west for a distance of 32.18 feet to the southern boundary of Cedar Street;

Thence along the southern boundary of Cedar Street on a bearing of north 69 degrees, 32 minutes, 36 seconds east for a distance of 50.91 feet to the point of beginning;

Containing an area of 1,607 square feet;

Bearings are grid referred to the line between N.S.C.M. 204825 and N.S.C.M. 204936 having a bearing of south 13 degrees, 55 minutes, 33 seconds east and based on the 3 degree M.T.M. projection, central meridian 64 degrees, 30 minutes west longitude (1979 adjustment);

Being and intended to be a portion of those lands conveyed to G. Faye Morrison by deed recorded at the Registry of Deeds for Halifax County in Book 4957 at Page 119.

John D. Conn, NSLS
Thompson Conn Limited
November 1, 2004

Schedule "A"

Lot 24C Walnut Street

All that certain lot, piece or parcel of land situate, lying and being on the western side of Walnut Street, Halifax, Province of Nova Scotia, shown as Lot 24C on a plan of survey of Lot 24A, Lot 24B and Lot 24C, subdivision of Lot 24 Bank Head Farm Subdivision, lands conveyed to G. Faye Morrison, dated the 29th day of October, 2004, prepared by Thompson Conn Limited, certified by Allan J. Owen, N.S.L.S., and being more particularly described as follows:

Beginning at the intersection of the western boundary of Walnut Street with the northern boundary of northern one half of Lot 20;

Thence along the northern boundary of northern one half of Lot 20 on a bearing of south 69 degrees, 20 minutes, 02 seconds west for a distance of 50.83 feet to the southeastern corner of eastern one half of Lot 23;

Thence along the eastern boundary of eastern one half of Lot 23 on a bearing of north 21 degrees, 46 minutes, 52 seconds west for a distance of 42.04 feet to the southwestern corner of Lot 24B;

Thence along the southern boundary of Lot 24B on a bearing of north 68 degrees, 13 minutes, 08 seconds east for a distance of 50.85 feet to the western boundary of Walnut Street;

Thence along the western boundary of Walnut Street on a bearing of south 21 degrees, 44 minutes, 33 seconds east for a distance of 43.03 feet to the point of beginning;

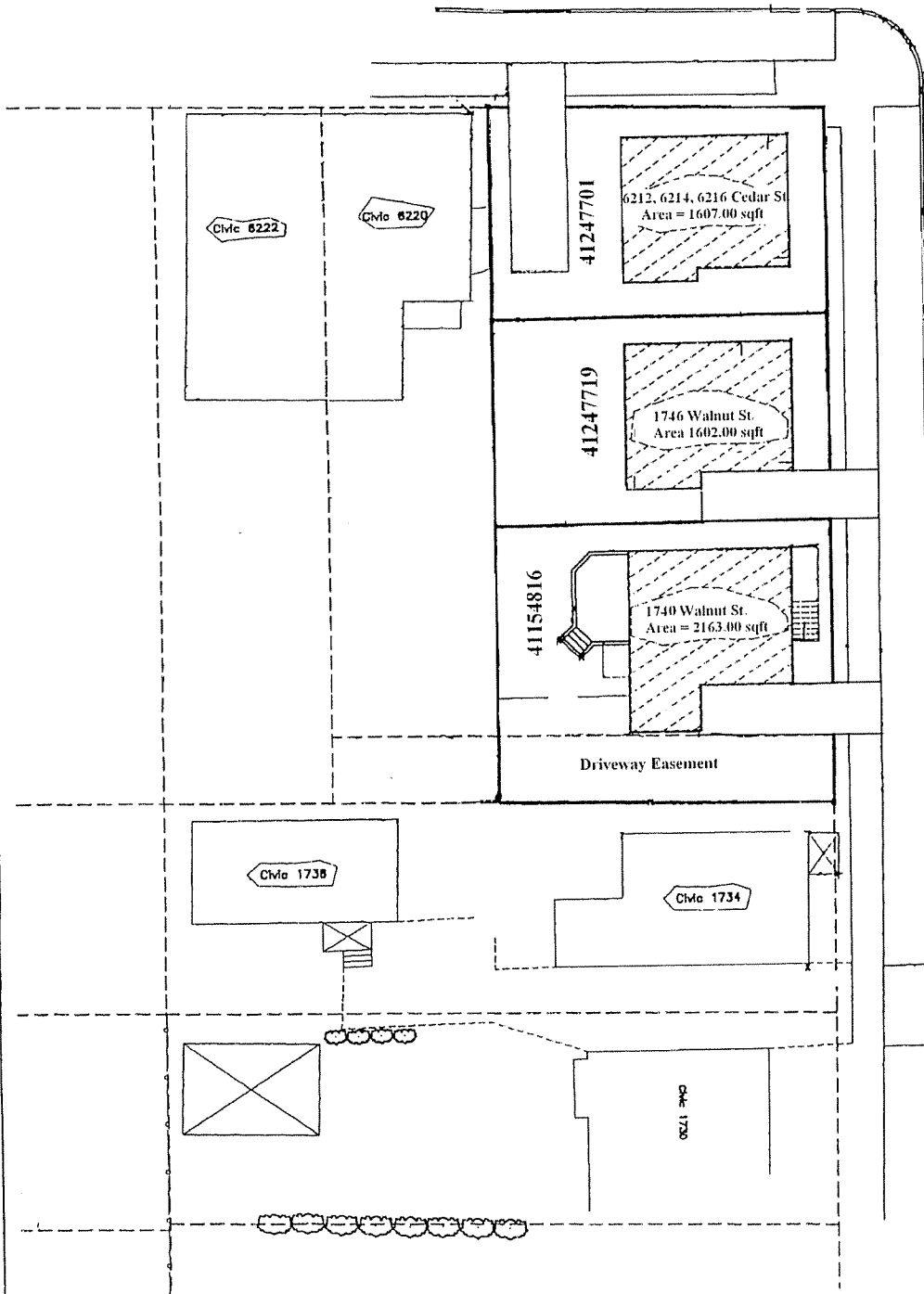
Containing an area of 2,163 square feet;

Subject to easements in favour of the owners of Civic 6220 Cedar Street and Civic 6222 Cedar Street as shown and mathematically delineated on the above referred to plan as Parcel 24C-E, said easements being recorded at the Registry of Deeds for Halifax County in Book 4393 at Page 1185, Book 4732 at Page 1126 and Book 6643 at Page 451;

Bearings are grid referred to the line between N.S.C.M. 204825 and N.S.C.M. 204936 having a bearing of south 13 degrees, 55 minutes, 33 seconds east and based on the 3 degree M.T.M. projection, central meridian 64 degrees, 30 minutes west longitude (1979 adjustment);

Being and intended to be a portion of those lands conveyed to G. Faye Morrison by deed recorded at the Registry of Deeds for Halifax County in Book 4957 at Page 119.

Cedar Street



Walnut Street

SITE PLAN

6212, 6214, 6216 Cedar Street
& 1740, 1746 Walnut Street

Schedule B

SELECT HOME
CONSTRUCTION LTD.

Scale: 1"-20'

Date: January 19, 2012

File No. 2005-56

Dwg. No.
B