

Halifax and West Community Council
June 10, 2013

TO: Chair and Members of Halifax and West Community Council

Original Signed

SUBMITTED BY: Brad Anguish, Director of Community & Recreation Services

DATE: May 24, 2013

SUBJECT: Case 17829: Development Agreement - 3090 Oxford Street, Halifax

SUPPLEMENTARY REPORT

ORIGIN

- Application by W.M. Fares Group
- April 22, 2013, approval by Halifax and West Community Council of an amendment to the Halifax Peninsula Land Use By-law to include 3090 Oxford Street, Halifax, in Schedule "L" (amendment to Map ZM-2).

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter; Part VIII, Planning & Development.

RECOMMENDATION

It is recommended that Halifax and West Community Council:

1. Approve the proposed development agreement, as contained in Attachment A of this report; and
2. Require that the proposed 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 will be void and obligations arising hereunder shall be at an end.

BACKGROUND/DISCUSSION

On April 22, 2013, Halifax and West Community Council held a public hearing to consider amendments to the Halifax Peninsula Land Use By-Law (LUB), as well as a proposed development agreement to permit a mixed use residential and commercial building at the corner of Oxford Street and Bayers Road, 3090 Oxford Street, in Halifax. Subsequent to the public hearing, Community Council gave its approval to the amendments to the Halifax Peninsula LUB (amendment to Map ZM-2) to include the subject property in Schedule L. Following the expiration of the 14 day appeal period, the LUB amendment became effective.

As noted in the March 8, 2013 staff report, Community Council could not make a decision on the proposed development agreement until the LUB amendment became effective. The LUB amendment became effective on May 11, 2013, and Council is now in a position to consider the proposed development agreement as contained in Attachment A of this report.

FINANCIAL IMPLICATIONS

There are no financial implications. The Developer will be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement. The administration of the Agreement can be carried out within the approved budget with existing resources.

COMMUNITY ENGAGEMENT

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy.

The level of community engagement was consultation, achieved through a public information meeting held on June 27, 2012 and a public hearing held on April 22, 2013.

Notices of the public information meeting and public hearing, were posted on the HRM website, in a local newspaper and were mailed to property owners within the notification area shown on Map 2 of the March 8, 2013 staff report.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed development agreement provided as Attachment A of this report. This is staff's recommendation. A decision of Council to approve this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
2. Halifax and West Community Council may choose to propose modifications to the proposed development agreement. Such modifications may require further negotiations with the Developer, and may require a supplementary report and/or an additional public hearing.

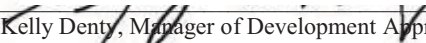
3. Halifax and West Community Council may choose to refuse the proposed development agreement and, in doing so, must provide reasons why the agreement does not reasonably carry out the intent of the MPS. This is not recommended. A decision of Council to reject this development agreement is appealable to the N.S. Utility & Review Board.

ATTACHMENTS

Attachment A Proposed Development Agreement

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

Report Prepared by: Brandon Silver, Urban Designer, 490-4911 _____
Original Signed

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

ATTACHMENT A
Proposed Development Agreement

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

BETWEEN:

[Insert Name of Corporation/Business LTD.],

an individual, in the Halifax Regional Municipality 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 3090 Oxford Street and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a five storey mixed commercial and residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 3.7, 4.6 of Part II, Section II, and Policy 3.12 of the Halifax Municipal Planning Strategy and Schedule L of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on _____, referenced as Municipal Case Number 17829;

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 Halifax Peninsula Land Use By law and the Regional Subdivision By law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by law of the Municipality applicable to the Lands (other than the Land Use By law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer 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:

“Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop and use 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 17829:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Commercial Ground Floor
Schedule D	Underground Parking Layout
Schedule E	North Elevation
Schedule F	East Elevation
Schedule G	South Elevation
Schedule H	West Elevation

3.2 Requirements Prior to Approval

3.2.1 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 3.6 and Schedule B of this Agreement.

3.2.2 At the time of issuance of an Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Certification from a Landscape Architect indicating that the Developer has complied with the Landscape Plan required pursuant to Section 3.6 of this Agreement.

3.2.3 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.

3.2.4 Prior to the issuance of a Development Permit for construction, the Developer shall consolidate all properties on the Lands as per the Regional Subdivision By-law.

3.3 General Description of Land Use

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

- (a) Commercial uses as permitted in the C-2A (Minor Commercial) Zone of the Land Use By-law only on the ground level; and
- (b) Multiple-unit residential uses.

3.3.2 All commercial uses shall be located on the ground level.

3.3.3 No more than 30 dwelling units shall be permitted on the Lands.

3.3.4 A minimum of 50% of the dwelling units on the Lands shall be two or more bedrooms.

3.4 Architectural Treatments

3.4.1 The exterior design and materials of the building shall be as shown on Schedules E, F, G, and H.

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

3.4.3 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from all abutting streets and abutting properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent properties unless screened as an integral part of the building design and noise reduction measures are implemented. This requirement shall exclude individual residential mechanical systems.

- 3.4.4 Fixed or retractable awnings and canopies are permitted at ground floor level, provided the awnings and canopies are designed as an integral part of the building façade.
- 3.4.5 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened so that they are not visible from all adjacent streets or properties.
- 3.4.6 All exposed concrete surfaces shall be architecturally textured. Any exposed foundation in excess of four (4) feet in height shall be architecturally detailed.
- 3.4.7 There shall be no outdoor storage on the Lands.
- 3.4.8 The number of commercial entrances to the building shall be as per Schedules D and G. The Developer may reduce the number of entrances to a minimum of 1 entrance on the Bayers Road elevation, the Oxford Street elevation, and the entrance at the corner of the building oriented towards the intersection of Bayers Road and Oxford Street.
- 3.4.9 The floor plate of the building shall be varied to match the slope of the land as per Schedules E and H.

3.5 Parking, Circulation, and Access

Parking on the Lands shall be limited to underground parking as shown on Schedule C, and the Developer shall provide a minimum of 29 parking spaces.

3.6 Landscaping

- 3.6.1 Prior to the issuance of a Construction Permit, the Developer shall submit a Landscape Plan, which complies with the provisions of this section. The Landscape Plan shall be prepared by a Landscape Architect which shall provide details of all landscaped areas as shown on Schedule B.
- 3.6.2 The minimum acceptable sizes for plant material shall be as follows:
 - (a) High branching deciduous trees at grade – 60 mm CAL;
 - (b) High branching deciduous trees on slab – 45 mm CAL;
 - (c) Coniferous trees – 1.5 m in height; and
 - (d) Shrubs – 0.6 m in height or spread.
- 3.6.3 Planting details for each type of plant material proposed on the Landscape Plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).
- 3.6.4 All plant material shall conform to the Canadian Nursery Trades Association's Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

- 3.6.5 Construction Details and Manufacturer's Specifications (including model and colour) for all tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates and guards, planter seating wall, wood arbour, patio table and chairs, outdoor garbage enclosure, railings, and fencing shall be provided to the Development Officer with the application of the Construction Permit, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building on the Lands and the character of the surrounding area.
- 3.6.6 The detailed Landscape Plan shall identify plywood tree protective hoarding for existing street trees located as close to the drip-line as possible to protect them during the construction phase.
- 3.6.7 Prior to the building being occupied, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscape works have been completed according to the terms of this Agreement.
- 3.6.8 At the time of issuance of the first Occupancy Permit, the Developer shall provide 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 Landscape Architect. 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 (24) 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 unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.7 Signage

Exterior signs shall meet the requirements of the C-2A Zone of the Land Use By-law for Halifax Peninsula.

3.8 Screening

Propane tanks, natural gas service hookups, and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from all adjacent streets. 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.

3.9 Outdoor Lighting

Lighting shall be directed to driveways, parking areas, loading areas, building entrances. Walkways shall be arranged so as to divert the light away from streets, adjacent lots and buildings and shall be of a full cut-off design.

3.10 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, 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 4: STREETS AND MUNICIPAL SERVICES

4.1 Site Servicing Plan

The Developer shall provide a Site Servicing Plan for the proposed building, including proposed wastewater flows. Prior to the issuance of a Construction Permit, a wastewater capacity analysis, as directed by Halifax Water, shall be submitted. Any system upgrades required to accommodate the development will be the responsibility of the Developer.

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 HRM Development Engineer and the HRM Urban Forester.

4.3 Underground Services

All secondary electrical and communication distribution systems to the building shall be underground.

4.4 Outstanding Site Work

Securities for the completion of outstanding on-site paving work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.5 Encroachments

Any proposed building encroachments into the street rights-of-way shall require HRM approval and a separate encroachment permit and licence as per the requirements of the Encroachment By-law (By-law E-200).

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Archaeological Resources

The Developer shall contact the Curator of Special Places with the Heritage Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia prior to any disturbance of the Land and the Developer shall comply with the requirements set forth by the Province in this regard.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of development, as identified under Section 7.3.1 of this Agreement;
- (b) The granting of an extension to the length of time for the completion of the development, as identified under Section 7.4.1 of this Agreement;
- (c) Changes to the landscaping requirements detailed in Section 3.6;
- (d) A 10% change in the number of dwelling units, provided the building size, and maximum height have not increased and the exterior appearance of the building is not affected;
- (e) A change in the number of parking spaces, to a minimum of 26, provided the building size and maximum height have not increased and the exterior appearance of the building is not affected; and
- (f) Minor changes to the exterior architectural appearance of the building but not in association with changes identified in subsections 6.1(d) and 6.1(e).

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia, and the Developer shall incur all costs in recording such documents.

7.2 Subsequent Owners

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.

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within four (4) 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 excavation and construction of the footings and foundation for the building.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

7.4.1 If the Developer fails to complete the development after six (6) 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.

7.4.2 For the purpose of this section, completion of development shall mean the issuance of the first Occupancy Permit.

7.4.3 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

7.5 Discharge of Agreement

Upon the completion 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; or,
- (c) Discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Peninsula Halifax.

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 (24) hours of receiving such a request.

8.2 Failure to Comply

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

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

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

SIGNED, SEALED AND DELIVERED
in the presence of:

=====

[Insert Name of Corporation/Business LTD.]

Per: _____

Per: _____
=====

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

**HALIFAX REGIONAL
MUNICIPALITY**

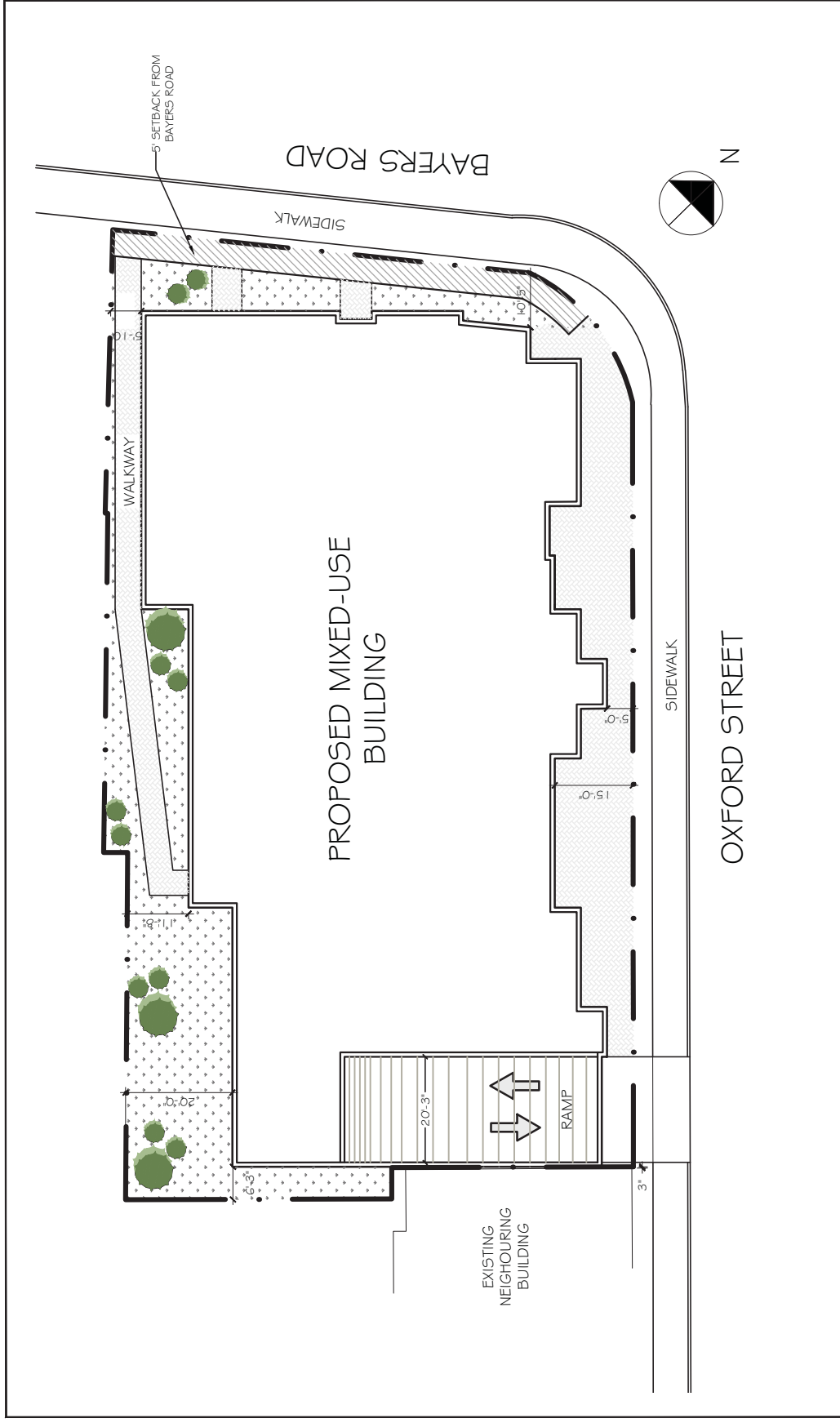
Per: _____

Mayor

Per: _____

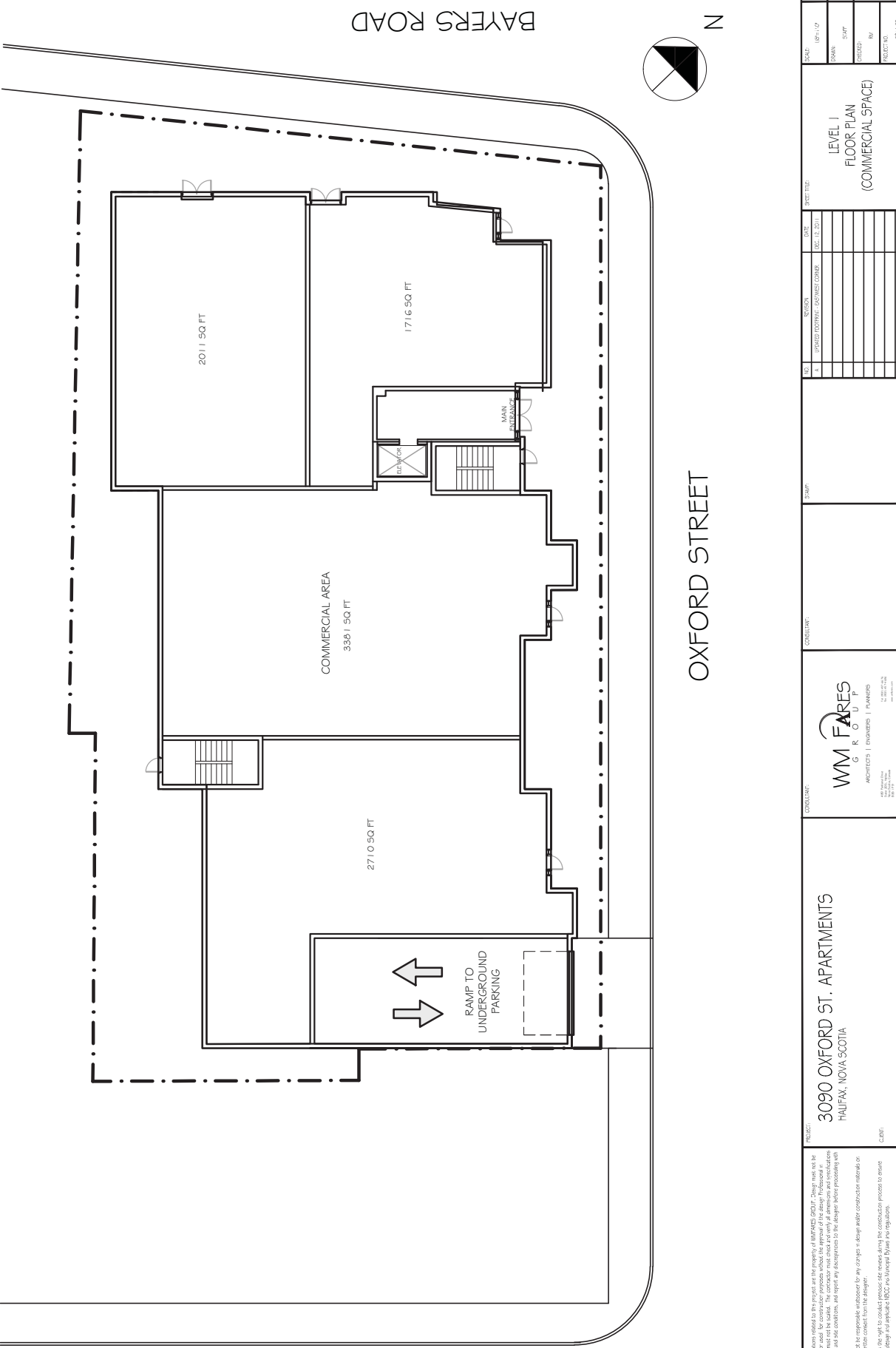
Municipal Clerk

Schedule B Site Plan



<p>3090 OXFORD ST. APARTMENTS HALIFAX, NOVA SCOTIA</p>		<p>WM FARES & R. O'U'P ARCHITECTS HALIFAX NS CANADA 4071 BAYVIEW ST. #100 HALIFAX, NS B3K 2Y9 TEL: (902) 421-1111</p>		<p>SITE PLAN</p>		<p>DATE: DEC 2012 SCALE: 1/8"=1'-0" DRAWN: JPM CHECKED: JPM PROJECT NO.: 100000000 SHEET NO.: 100000000</p>		<p>SDP</p>	
<p><small>THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF WM FARES & R. O'U'P ARCHITECTS. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WM FARES & R. O'U'P ARCHITECTS. ANY UNAUTHORIZED USE OF THESE PLANS OR SPECIFICATIONS IS STRICTLY PROHIBITED.</small></p>		<p><small>THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF WM FARES & R. O'U'P ARCHITECTS. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WM FARES & R. O'U'P ARCHITECTS. ANY UNAUTHORIZED USE OF THESE PLANS OR SPECIFICATIONS IS STRICTLY PROHIBITED.</small></p>		<p><small>THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF WM FARES & R. O'U'P ARCHITECTS. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WM FARES & R. O'U'P ARCHITECTS. ANY UNAUTHORIZED USE OF THESE PLANS OR SPECIFICATIONS IS STRICTLY PROHIBITED.</small></p>		<p><small>THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF WM FARES & R. O'U'P ARCHITECTS. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WM FARES & R. O'U'P ARCHITECTS. ANY UNAUTHORIZED USE OF THESE PLANS OR SPECIFICATIONS IS STRICTLY PROHIBITED.</small></p>		<p><small>THESE PLANS AND SPECIFICATIONS ARE THE PROPERTY OF WM FARES & R. O'U'P ARCHITECTS. NO PART OF THESE PLANS OR SPECIFICATIONS MAY BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF WM FARES & R. O'U'P ARCHITECTS. ANY UNAUTHORIZED USE OF THESE PLANS OR SPECIFICATIONS IS STRICTLY PROHIBITED.</small></p>	

Schedule C Commercial Ground Floor

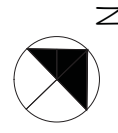
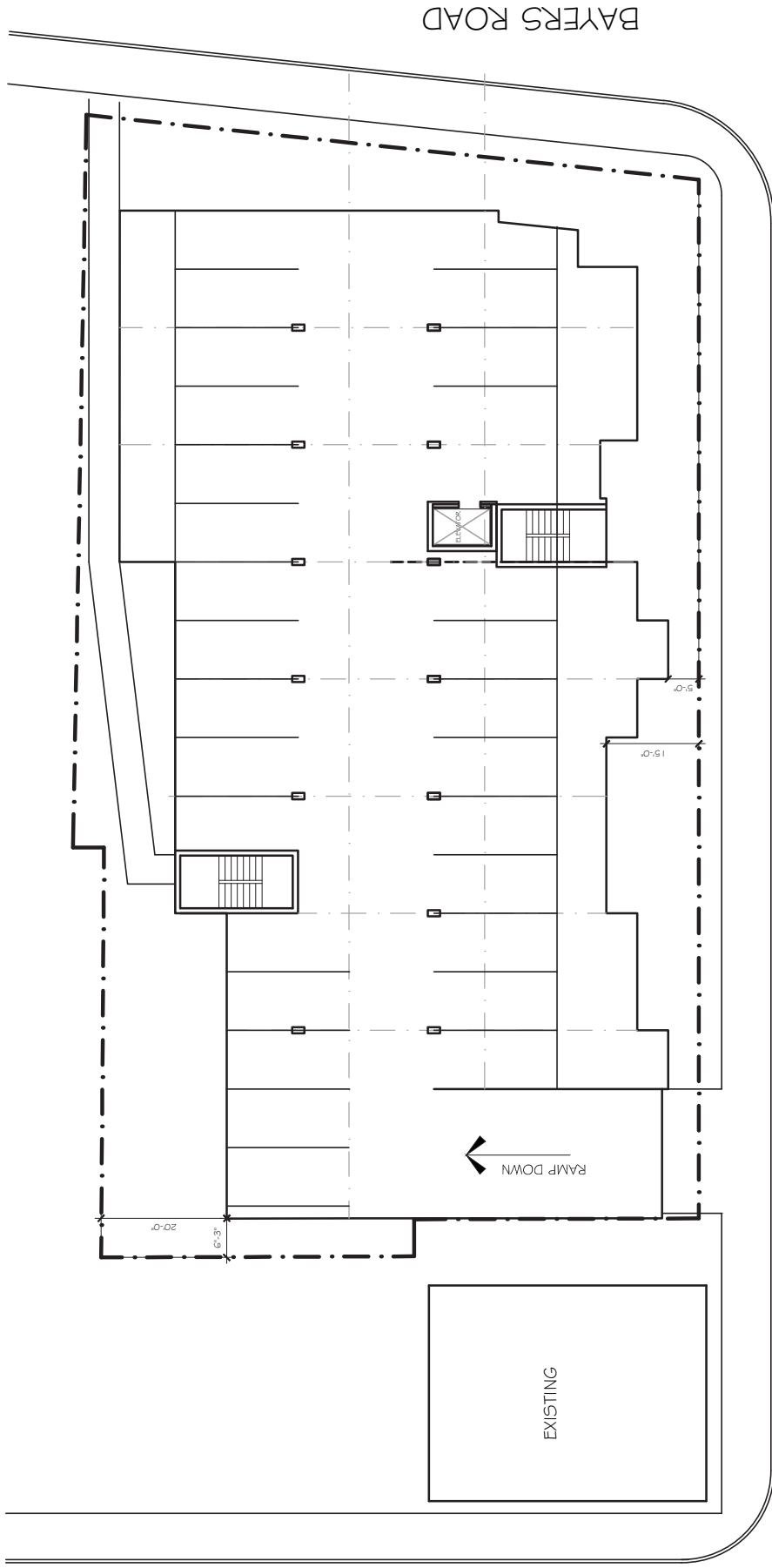


OXFORD STREET

BAYERS ROAD

<p>PROJECT 3090 OXFORD ST. APARTMENTS HALIFAX, NOVA SCOTIA</p>		<p>CONSULTANT WM FARES GROUP ARCHITECTS ENGINEERS PLANNERS 122 Westmoreland Street Halifax, NS B3H 2W6 www.wmfares.com</p>			<p>OWNER G R O U P</p>		<p>CONTRACT 3090 OXFORD ST. APARTMENTS HALIFAX, NOVA SCOTIA</p>																																																																								
<p>DESCRIPTION The designer (s) will not be responsible, and shall not be held responsible, for any changes in design and/or construction materials or size, which shall remain constant from the designer.</p> <p>The designer reserves the right to conduct periodic site meetings during the construction process to ensure performance and compliance with the design and to provide a record of such meetings in the presence of the project manager.</p>		<p>REVISIONS</p> <table border="1"> <tr><th>No.</th><th>Description</th><th>DATE</th></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>			No.	Description	DATE																																																																						<p>DATE DEC 2012</p>		
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Schedule D Underground Parking Layout



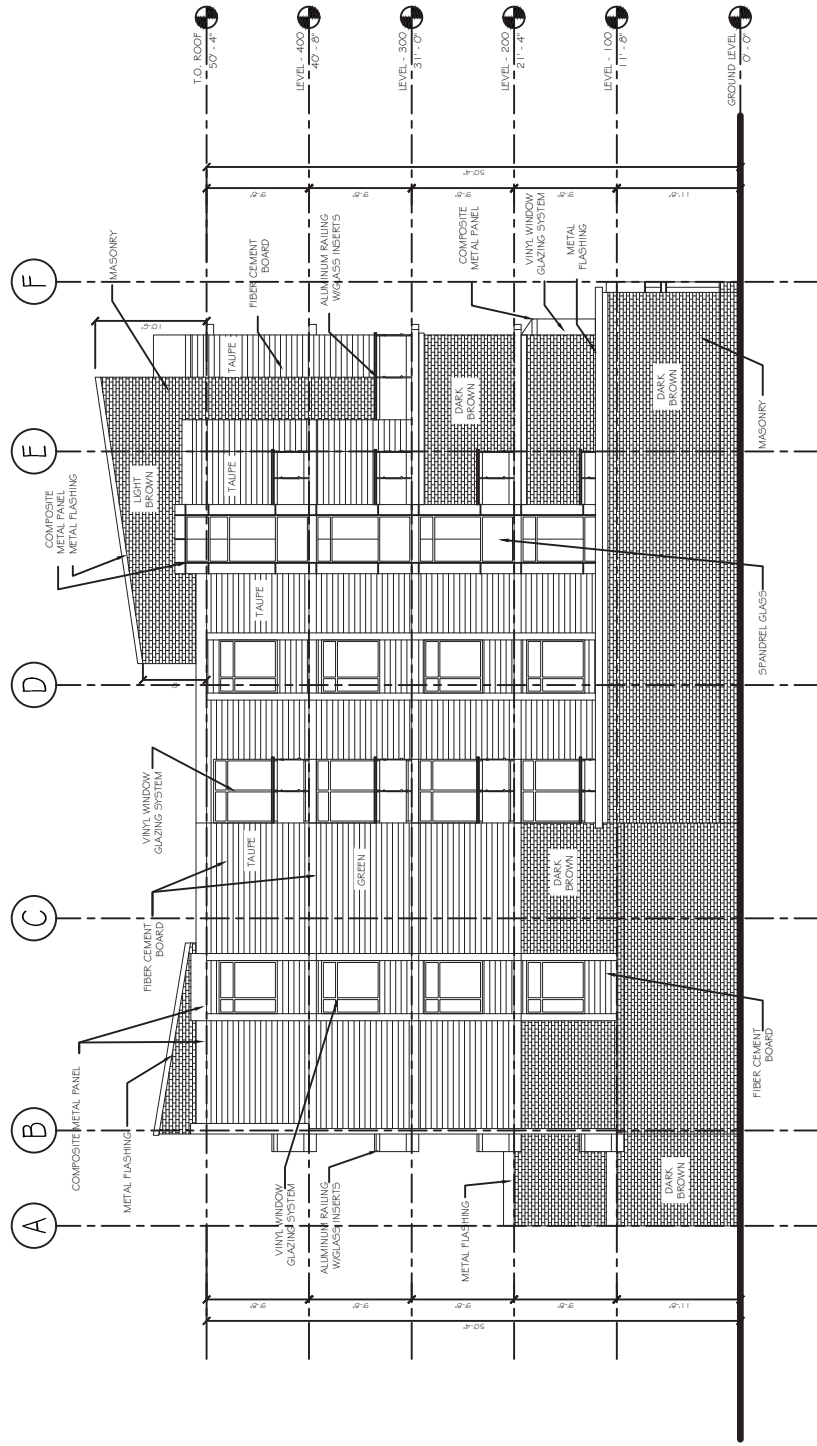
<p>PROJ. NO: 3090 OXFORD ST. APARTMENTS HALIFAX, NOVA SCOTIA</p>		<p>CONSULTANT: WM FARES G R O U P ARCHITECTS ENGINEERS PLANNERS</p> <p>425 Water Street 9th Floor Halifax, NS B3H 2Y9 Tel: (902) 427-7777</p>		<p>OWNER: DEVELOPER: ARCHITECT: ENGINEER:</p>		<p>DATE: 11/27/24 FOR REVIEW: FOR PERMITS: SPECIAL:</p>	
<p>PROJ. NAME: 3090 OXFORD ST. APARTMENTS HALIFAX, NOVA SCOTIA</p>		<p>CONSULTANT: WM FARES GROUP ARCHITECTS ENGINEERS PLANNERS</p>		<p>DATE: 11/27/24</p>		<p>SCALE: 1/8"=1'-0" DRAWN: [REDACTED] CHECKED: [REDACTED] BY: [REDACTED] PROJECT NO: 3090-1A3</p>	
<p>PROJ. NO: 3090 OXFORD ST. APARTMENTS HALIFAX, NOVA SCOTIA</p>		<p>CONSULTANT: WM FARES GROUP ARCHITECTS ENGINEERS PLANNERS</p>		<p>DATE: 11/27/24</p>		<p>SCALE: 1/8"=1'-0" DRAWN: [REDACTED] CHECKED: [REDACTED] BY: [REDACTED] PROJECT NO: 3090-1A3</p>	
<p>PROJ. NAME: 3090 OXFORD ST. APARTMENTS HALIFAX, NOVA SCOTIA</p>		<p>CONSULTANT: WM FARES GROUP ARCHITECTS ENGINEERS PLANNERS</p>		<p>DATE: 11/27/24</p>		<p>SCALE: 1/8"=1'-0" DRAWN: [REDACTED] CHECKED: [REDACTED] BY: [REDACTED] PROJECT NO: 3090-1A3</p>	

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The designer shall not be responsible for any changes in design or construction methods or conditions that may occur during the construction process. The designer shall not be responsible for any delays or cost overruns resulting from site conditions or other factors beyond the designer's control.

This drawing is provided for informational purposes only and does not constitute a contract. The contract between the owner and the designer is contained in the project's contract documents and other project documents.

Schedule F East Elevation

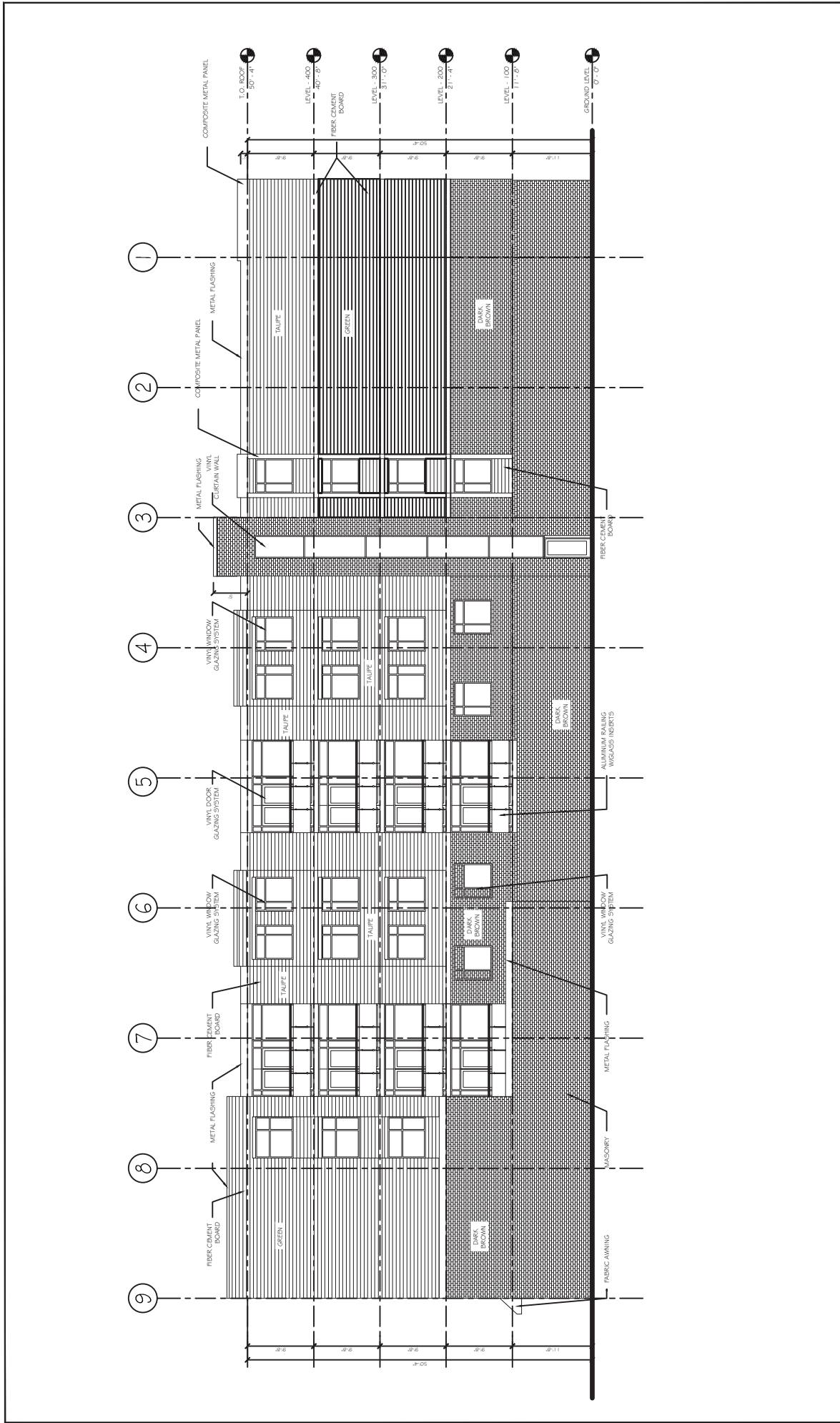


PROJECT TITLE		NO.	REVISION	DATE	SHEET TITLE
EAST ELEVATION		1.	ISSUED FOR CONSTRUCTION	NOV 14, 2011	<div data-bbox="1339 1050 1453 1218"> </div>
		2.	REVISED PER COMMENTS	DEC 16, 2011	
		3.	REVISED PER COMMENTS	JAN 10, 2012	
		4.	REVISED PER COMMENTS	FEB 08, 2012	
SCALE: 3/8" = 1'-0"		DATE: NOV 14, 2011		PROJECT NO.: 2011-23	
DRAWN BY: SMF		CHECKED BY: JAL		SHEET NO.: A8	
PROJECT NO.: 2011-23		DATE: NOV 14, 2011		SHEET NO.: A8	

3090 OXFORD ST. APARTMENTS
 HALIFAX, NOVA SCOTIA

GENERAL NOTES:
 All prep and installation shall be in accordance with the project specifications. The contractor shall be responsible for obtaining all necessary permits and approvals. The contractor shall verify all dimensions and specifications on-site and report any discrepancies to the architect before proceeding with the work.
 The architect shall not be responsible for any changes in design or construction materials or quantities after written consent from the architect.
 The architect reserves the right to conduct periodic site visits during the construction process to ensure compliance with the design and approved R.O.C. and Municipal Bylaws and regulations.

Schedule G South Elevation



REVISIONS		DATE	
1.	REVISED	2/24/17	DATE
2.	REVISED	3/27/17	DATE
3.	REVISED	4/11/17	DATE
4.	REVISED	4/11/17	DATE
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99.	REVISED	4/11/17	DATE
100.	REVISED	4/11/17	DATE

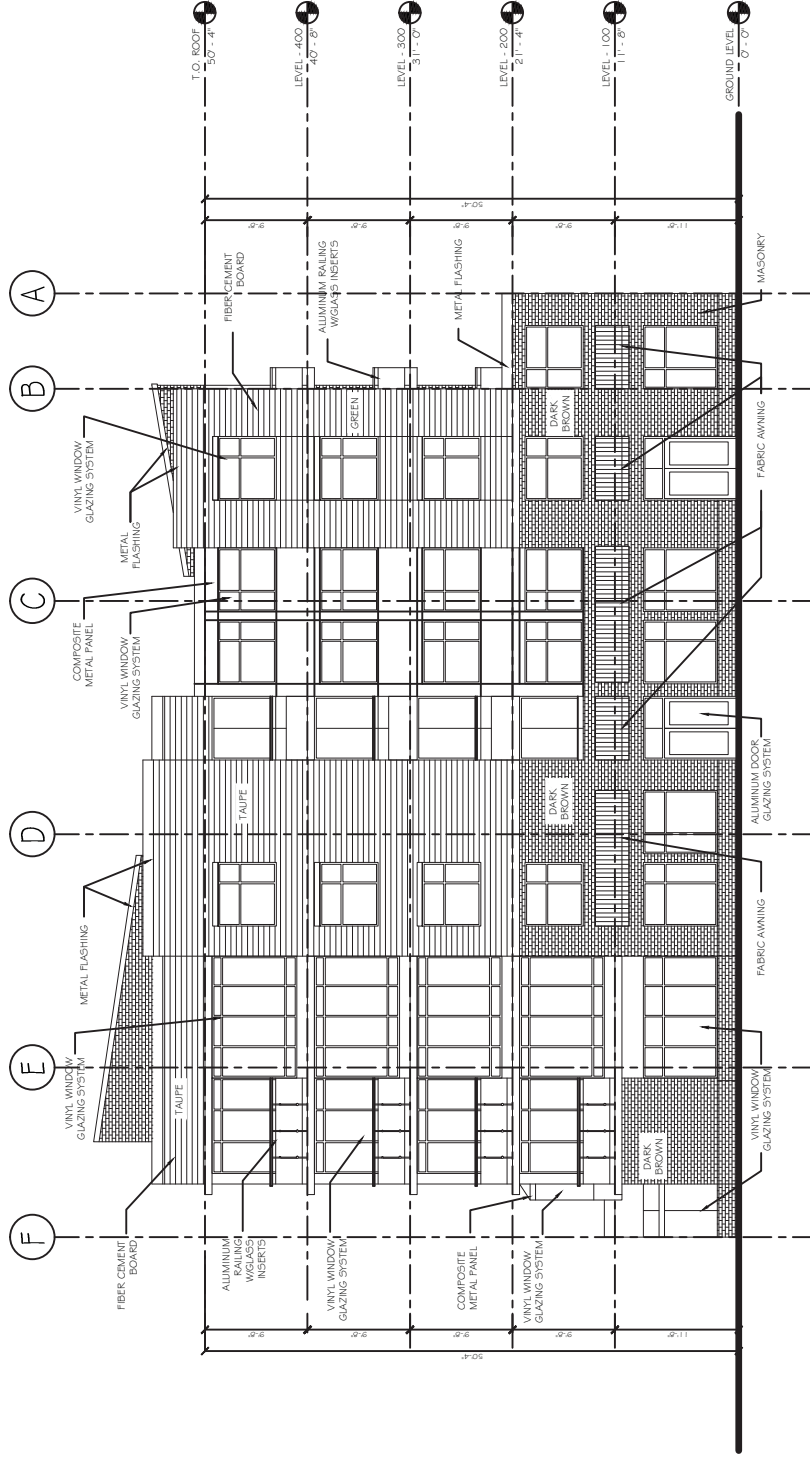
WM FARES
 ARCHITECTS | ENGINEERS | INTERIORS
 3090 OXFORD ST. APARTMENTS
 HALIFAX, NOVA SCOTIA

SOUTH ELEVATION

DATE: 2/24/17
 DRAWN: [Name]
 CHECKED: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: A7

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Schedule H West Elevation



* Floor Plate to be divided into at least 2 sections following the slope of the site

NOTES:
 All items per specifications related to this project are the property of WPMRBS GROUP. Design must not be reproduced or used in any form without the written consent of WPMRBS GROUP. Design and specifications are subject to change without notice. The contractor must check the utility of all dimensions and specifications against actual project and site conditions, and report any discrepancies to the designer before proceeding with the work.
 The contractor shall be responsible for obtaining all necessary permits and approvals from the relevant authorities. The designer reserves the right to conduct site visits and review of the construction process to ensure compliance with the design and applicable codes and regulatory requirements.

PROJECT:
 3090 OXFORD ST. APARTMENTS
 HALIFAX, NOVA SCOTIA



CONSULTANT:

GROUP:

NO.:

REVISION:

DATE:

SHEET NO.:

SCALE:

DATE: 3/12/12
DESIGNER: SHAFI
DRAWN: SHAFI
CHECKED: FOR ELEVATION
PROJECT NO.: A9
DATE: 2011.12.21