



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

Item No. 10.1

Halifax and West Community Council
November 18, 2013

TO: Chair and Members of Halifax and West Community Council
SUBMITTED BY: Original Signed
Brad Anguish, Director, Community and Recreation Services
DATE: November 3, 2013
SUBJECT: Case 17759: Development Agreement – Northeast Corner of Dutch Village Road and Andrew Street, Halifax

SUPPLEMENTARY REPORT

ORIGIN

- Application by Dimo Gerogakakos
- On September 11, 2012, Regional Council initiated the Municipal Planning Strategy (MPS) Amendment Process
- On September 10, 2013, Regional Council approved the applicant's request for amendments to the Halifax MPS and the Halifax Peninsula Land Use By-law (LUB) to enable a 5-storey mixed-use building on the northeast corner of Dutch Village Road and Andrew Street, Halifax, by development agreement

LEGISLATIVE AUTHORITY

- *Halifax Regional Municipality Charter*, Part VIII, Planning & Development

RECOMMENDATION

It is recommended that Halifax and West Community Council:

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

BACKGROUND/DISCUSSION

On September 10, 2013, Halifax Regional Council and Halifax and West Community Council held a joint Public Hearing to consider the proposed amendments to the Halifax Municipal Planning Strategy (MPS) and the Halifax Peninsula Land Use By-law (LUB), as well as a proposed development agreement, to permit a 6-storey mixed use (residential and commercial) building on the northeast corner of Dutch Village Road and Andrew Street, Halifax. Subsequent to the Public Hearing, Regional Council gave its approval to the amendments to the Halifax MPS and Halifax Peninsula LUB. While the proposed development agreement was part of the Public Hearing process, it could not be approved by Council until the MPS and LUB amendments took effect.

The amendments to the MPS and LUB have since been reviewed by the Provincial Department of Service Nova Scotia and Municipal Relations as per Section 223 of the *Halifax Regional Municipality Charter*. These amendments became effective on October 30, 2013. As noted in the July 5, 2013 report, staff is now required to bring the matter back to Halifax and West Community Council for a decision on the proposed development agreement now that the MPS and LUB amendments have taken effect.

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 2013/14 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 January 24, 2013 and a Public Hearing on September 10, 2013.

Notices of the public information meeting and public hearing were posted on the HRM website, in the newspaper and mailed to property owners within the notification area as shown on Map 2 of the July 5, 2013 staff report.

ENVIRONMENTAL IMPLICATIONS

No implications have been identified.

ALTERNATIVES

1. Halifax and West Community Council may choose to approve the proposed development agreement as provided in Attachment A of this report. This is staff's recommendation. A decision of Council to approve the proposed 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. A decision of Council to refuse the proposed development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.

ATTACHMENTS

Attachment A: Proposed Development Agreement

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

Report Prepared by: Dali H. Salih, Planner, Development Approvals, 490-1948
Original Signed

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

ATTACHMENT A
Proposed Development Agreement

THIS AGREEMENT made this day of **[Insert Month]**, 20__,

BETWEEN:

[Insert Individual's name]

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 on the north eastern corner of Dutch Village Road and Andrew Street, and extends from 3559 Dutch Village Road to 7179 Andrew Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for the construction of a mixed use building consisting of residential and commercial uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.6 and 2.6.1 of the Municipal Planning Strategy for Halifax and Section 96(e) of the Land Use By-law for Halifax Peninsula;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on **[Insert - Date]**, referenced as Municipal Case Number 17759;

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 17759:**

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C-1	North Elevation
Schedule C-2	South Elevation (Andrew Street)
Schedule C-3	East Elevation
Schedule C-4	West Elevation (Dutch Village Road)
Schedule D	Roof Top Plan (Level 6)
Schedule E-1	Landscape Plan (Ground Level)
Schedule E-2	Landscape Plan (Roof Top)

2.2 Requirements Prior to Approval

2.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer in accordance with Section 2.7 of this Agreement, unless otherwise permitted by the Development Officer:

- (a) Written confirmation and photographs demonstrating the existing buildings and structures on the Lands have been removed; and
- (b) Plan of Survey of approved Lot Consolidation of the Lands.

2.2.2 Upon the issuance of any Occupancy Permit, the Developer shall provide the Development Officer with written confirmation from a qualified professional accompanied by a photographic record demonstrating compliance with the required Landscape Plans in accordance with Section 2.10 of this Agreement.

- 2.2.3 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. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

2.3 General Description of Land Use

The use of the Lands permitted by this Agreement, subject to its terms and as generally illustrated on the Schedules attached hereto, is a mixed-use building containing:

- (a) a maximum of 61 residential units; and
- (b) 2,000 square feet of ground-level commercial space within six (6) storeys.

2.4 Detailed Provision for Land Use

- 2.4.1 The Developer shall provide the Development Officer with sufficient information to verify that the proposed development conforms to each of the following requirements:

- (a) Height: The height of building on the Dutch Village Road side shall not exceed 18 metres (60 feet) above grade of the finished ground, and a total of 21 metres (70 feet) on the Andrew Street side including the parking garage.
- (b) Population Density: The density for 61 residential units shall not exceed a maximum of 140 persons. For the purposes of calculating population density on the Lands, the following shall apply:
 - i. Bachelor units shall be assigned 1 person per unit;
 - ii. One (1) Bedroom units shall be assigned 2 persons per unit; and
 - iii. Two (2) Bedroom or more units shall be assigned 2.25 persons per unit.
- (c) Further to 2.4.1(b), for the purposes of determining permissible density, one bedroom plus den units shall be considered to be one-bedroom units and two bedrooms plus den shall be considered to be two bedroom units.
- (d) Unit Mix: A minimum of 50% of the residential units shall consist of 2 or more bedrooms. This mix may be increased up to 5% provided the maximum residential density does not exceed 140 persons.
- (e) Lot Coverage: The building shall not exceed maximum lot coverage of 52%.
- (f) Recreational Open Space: The proposed development shall include 265.2 square metres (2,855 square feet) of amenity and recreational space within the building and

400 square metres (4,305 square feet) of outdoor amenity space in the form of landscaped open space.

2.5 Siting and Architectural Requirements

2.5.1 The main entrance to the building shall:

- (a) front on Dutch Village Road; and
- (b) be emphasized by an architectural overhang as shown on Schedule E-4. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.

2.5.2 The façades of the building facing Dutch Village Road and Andrew Street shall be designed and detailed as shown on the Schedules E-1 through E-4. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

2.5.3 Any exposed foundation in excess of 1.5 meters (5 feet) in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

2.5.4 Exterior building materials shall not include vinyl siding but may include clay masonry, non-combustible cladding, concrete split face masonry, cut stone masonry, random stone masonry or acceptable equivalent in the opinion of the Development Officer.

2.5.5 All vents, down spouts, flashing, electrical conduits, metres, 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.

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

2.5.7 Balconies shall include pre-finished metal rails, balustrades or equivalent.

2.5.8 Windows for each component shall be designed as illustrated on the Schedules. If shutters are used, they must be sized to fit the opening and must be provided for all windows. Windows shall be vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal or vinyl.

2.5.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from adjacent properties.

2.6 PREPERATION OF THE LANDS

- 2.6.1 The Developer shall remove all existing buildings and structures on the Lands prior to the issuance of a Development Permit.
- 2.6.2 The Developer shall submit a subdivision application to the Development Officer to consolidate the properties, as shown on Schedule B, into a single parcel. No Development Permit shall be issued until the consolidation plan has been approved.

2.7 PARKING, CIRCULATION AND ACCESS

- 2.7.1 The driveway entrance and parking area shall be as generally shown on Schedule B.
- 2.7.2 Parking for the building shall comprise no more than 61 parking spaces within two underground parking levels.
- 2.7.3 Bicycle parking shall be provided as per the requirements of the Land Use By-law for Halifax Peninsula, as amended from time to time.

2.8 OUTDOOR LIGHTING

- 2.8.1 All exterior lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

2.9 LANDSCAPING

- 2.9.1 Upon the issuance of a Building Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedules E-1 and E-2. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 2.9.2 All plant materials shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 2.9.3 Landscaped areas shall conform to the following:
 - (a) Provisions of new street trees along the Dutch Village Road and Andrew Street frontages shall conform to the HRM Municipal Design Guidelines and shall be in consultation with HRM's Urban Forester and Development Engineer;

- (b) Landscaped open space shall include any combination of trees, shrubs, flowers, grass or other horticultural, and decorative stonework, pavers, screening or other landscape architectural elements; and
- (c) The minimum requirement for landscaped open space horticultural elements shall be grass sod.

2.10 MAINTENANCE

- 2.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock.
- 2.10.2 All disturbed areas shall be reinstated to original condition or better.

2.11 SIGNS

- 2.11.1 A maximum of two ground signs shall be permitted but no ground sign shall obstruct the vision of drivers leaving or entering the roadway or driveway, or detract from the visibility or effectiveness of any traffic sign or control device on public streets.
- 2.11.2 Mobile, moveable or fluorescent coloured signs or billboards shall not be permitted, illuminated or otherwise.
- 2.11.3 The base of any new ground sign shall be of a material and colour which is complementary to the building and be integrated into the landscaping.
- 2.11.4 Fascia signage for the building shall be permitted and designed to be unified, compatible and complementary to the building.
- 2.11.5 Fascia signage for the residential building shall be permitted and limited to one non-illuminated sign provided it that conforms to the requirements of the C-2 Zone and confined to a single defined area on the facade facing Dutch Village Road.
- 2.11.6 Directional signage to the residential entrance shall be provided but limited to one sign with a maximum sign area of 0.74 square meters (8 square feet).
- 2.11.7 Signs depicting the name or corporate logo of the Developer shall be permitted.

2.12 TEMPORARY CONSTRUCTION BUILDING

- 2.12.1 A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction building shall be removed from the Lands prior to the issuance of the Occupancy Permit.

2.13 SCREENING

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

2.14 SOLID WASTE FACILITIES

- 2.14.1 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 3: STREETS AND MUNICIPAL SERVICES

- 3.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.
- 3.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.
- 3.3 For the residential building securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the 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.

PART 4: AMENDMENTS

4.1 Non-Substantive Amendments

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

- (a) A 10% increase in the total number of the residential units provided that neither the building size, *maximum density* nor the exterior appearance of the building change.

- (b) Minor changes to the exterior architectural appearance of the building, including materials, colours, and architectural treatments which, in the opinion of the Development Officer, are not permitted under sub-section 2.6.
- (c) The Developer shall be permitted to include one commercial use, which shall:
 - i. be limited to a café, an office space, or a store for the purposes of personal services, subject to the C-2A provisions;
 - ii. not exceed a maximum of 371.6 square metres (4,000 square feet) of gross floor area; and
 - iii. be located within the ground level of the building with frontage on Dutch Village Road.
- (d) The granting of an extension to the date of commencement of construction as identified in Section 5.3.1 of this Agreement.
- (e) The length of time for the completion of the development as identified in Section 5.5.1 of this Agreement.

4.2 Substantive Amendments

Amendments to any matters not identified under Section 4.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 5: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

5.1 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.

5.2 Subsequent Owners

- 5.2.1 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.
- 5.2.2 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).

5.3 Commencement of Development

- 5.3.1 In the event that development on the Lands has not commenced within five (5) 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.
- 5.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 5.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 4.1 (c) 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.

5.4 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 Municipal Planning Strategy and Land Use By-law for Halifax Peninsula, as may be amended from time to time.

5.5 Discharge of Agreement

- 5.5.1 If the Developer fails to complete the development after ten (10) 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 6: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 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.

6.2 Failure to Comply

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

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

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED AND DELIVERED in
the presence of:

(Insert Registered Owner Name)

Witness

Per: _____

HALIFAX REGIONAL MUNICIPALITY

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

Witness

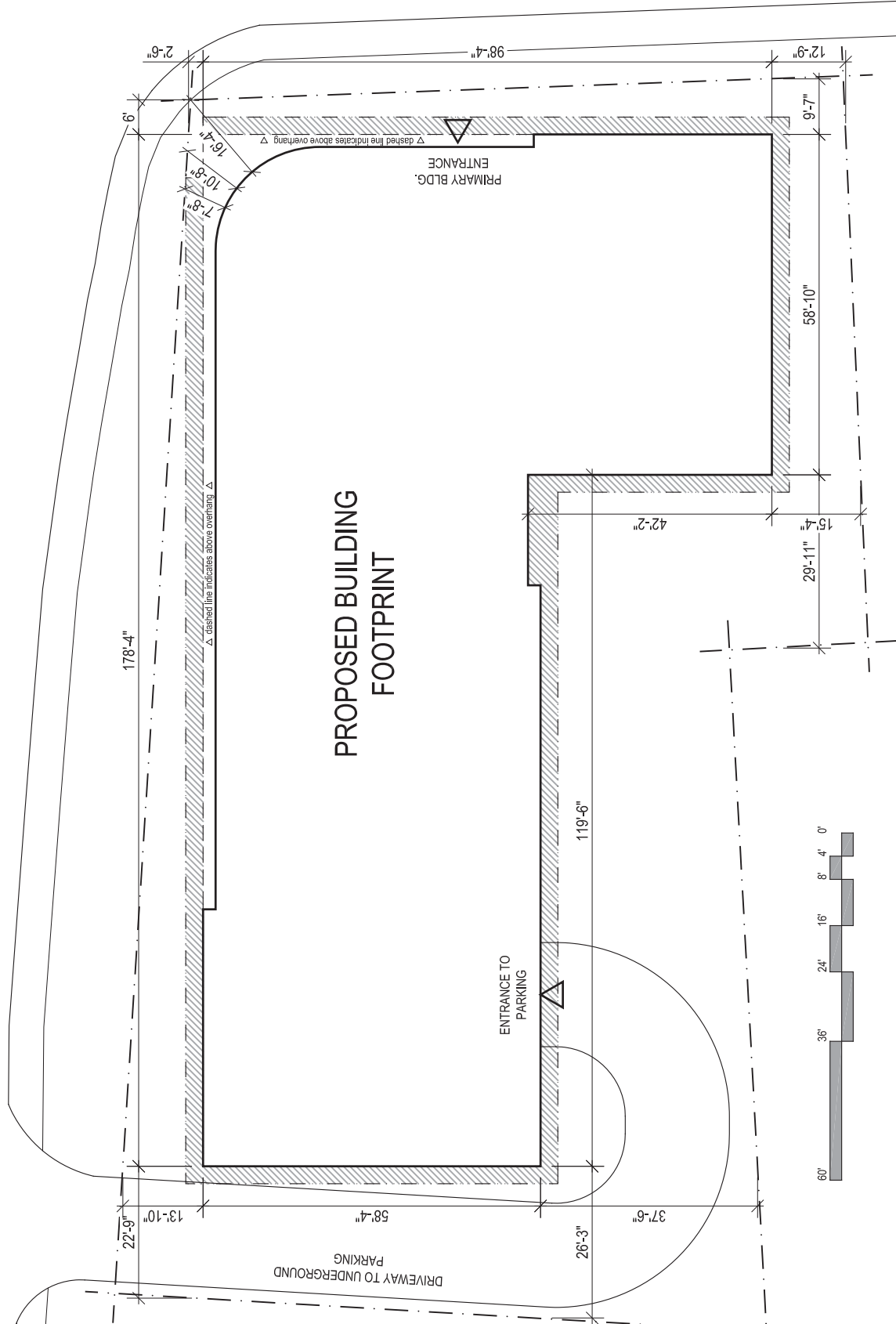
Per: _____
MAYOR

Witness

Per: _____
MUNICIPAL CLERK

ANDREW STREET

DUTCH VILLAGE ROAD



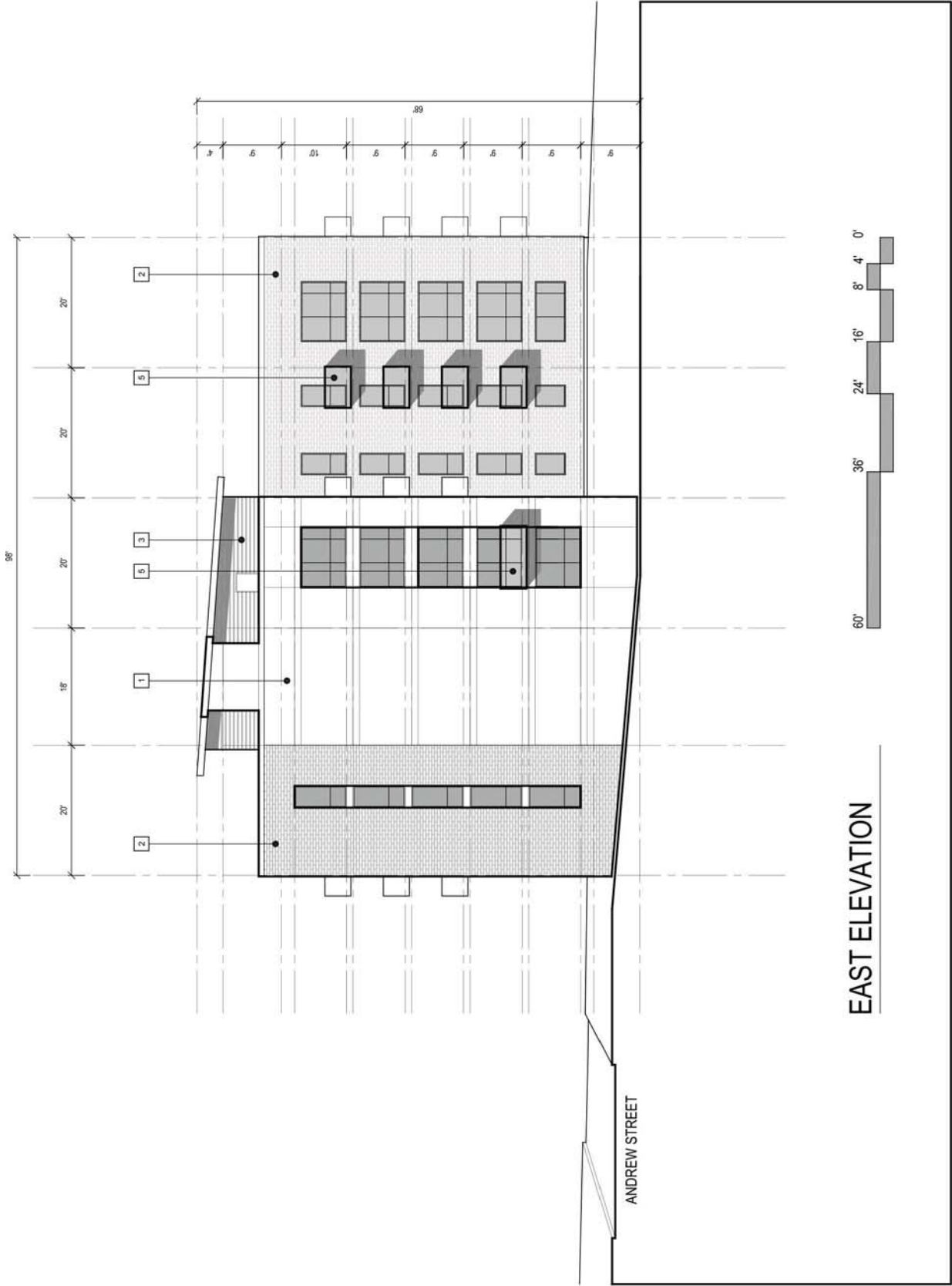
SCHEDULE B: SITE PLAN

scale as noted



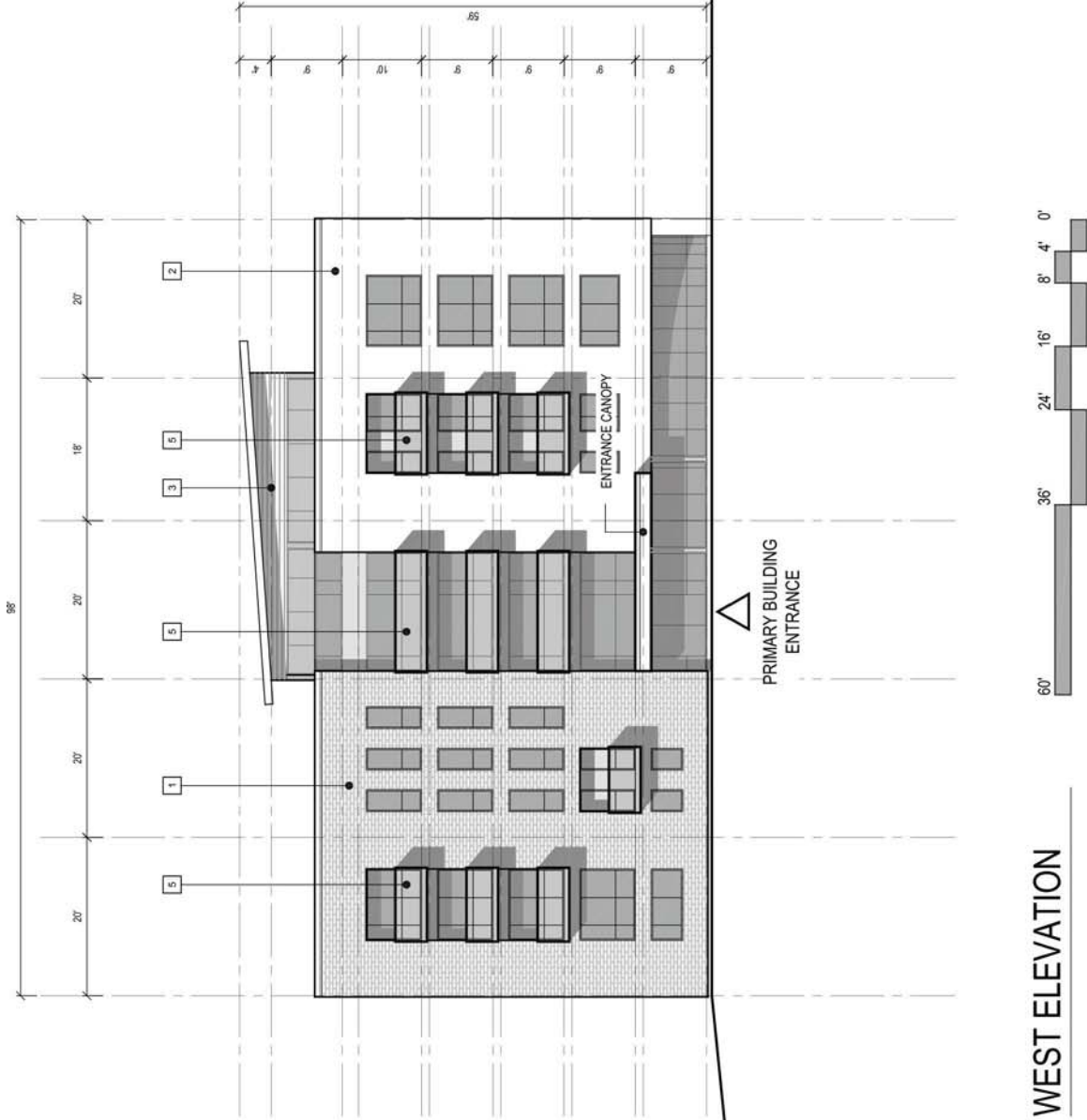
SCHEDULE C-2: SOUTH ELEVATION

scale as noted



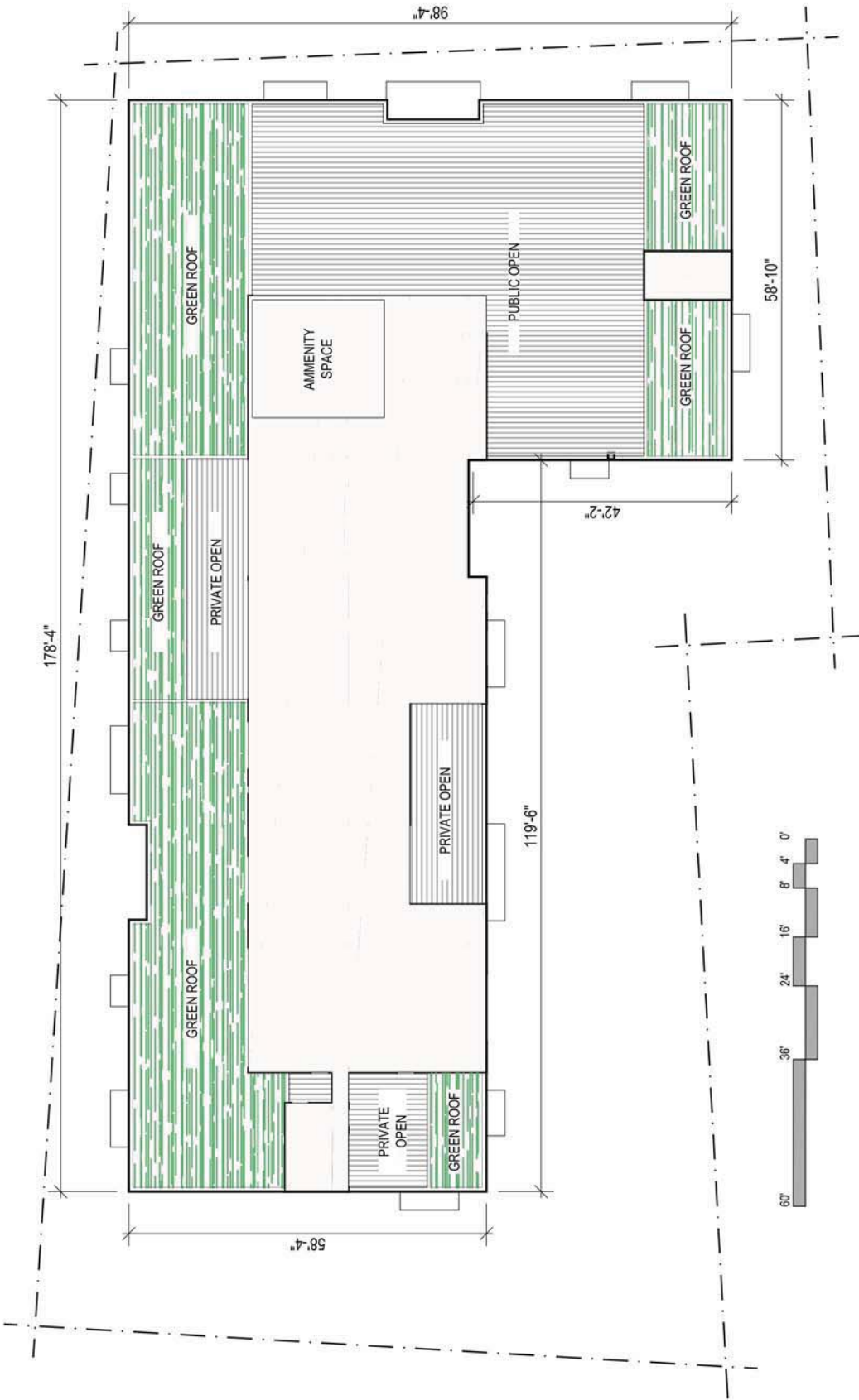
SCHEDULE C-3: EAST ELEVATION

scale as noted



SCHEDULE C-4: WEST ELEVATION (DUTCH VILLAGE RD.)

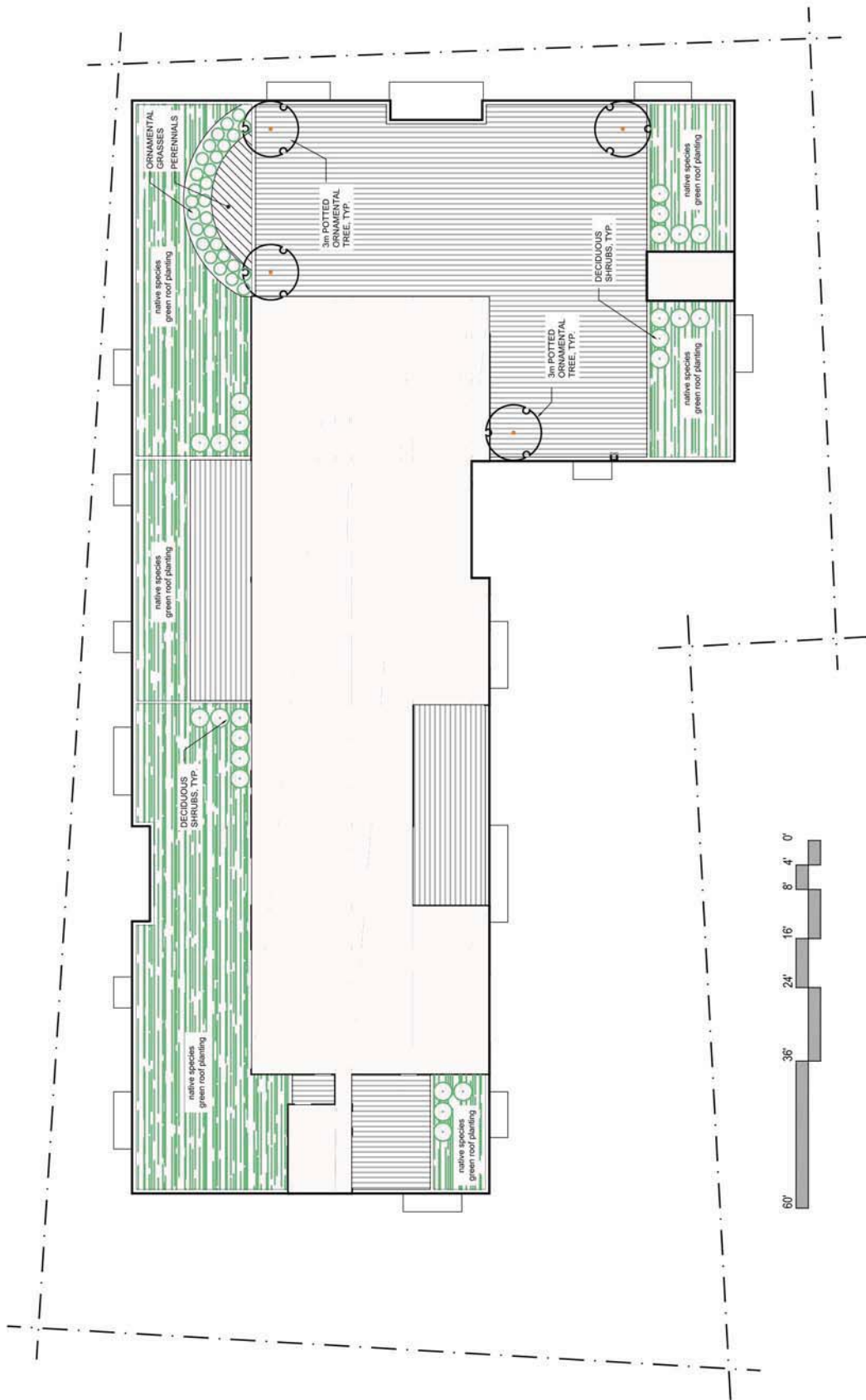
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SCHEDULE D : ROOF TOP (LEVEL 6) PLAN

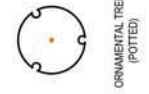
scale as noted





SCHEDULE E-2: LANDSCAPE PLAN (ROOF TOP)

scale as noted



ORNAMENTAL TREE (POTTED)



DECIDUOUS/EVERGREEN SHRUBS
ORNAMENTAL GRASSES



PERENNIAL PLANTING BED



LANDSCAPE EDGING



LOCAL SPECIES GREEN ROOF PLANTING