

Halifax and West Community Council
September 23, 2013

TO: Chair and Members of Halifax and West Community Council

SUBMITTED BY: Original Signed by _____
Brad Anguish, Director, Community and Recreation Services

DATE: August 28, 2013

SUBJECT: Case 17456: Development Agreement – 3065 Robie Street, Halifax

SUPPLEMENTARY REPORT

ORIGIN

- Application by Banc Properties Limited
- On August 7, 2013, Halifax and West Community Council approved an amendment to the Halifax Peninsula Land Use By-law to include 3065 Robie Street, Halifax, in Schedule "Q" (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, 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 August 7, 2013, Halifax and West Community Council held a public hearing to consider the proposed amendments to the Halifax Peninsula Land Use By-law (LUB), as well as a proposed development agreement, to permit a 18-storey mixed-use building (including mechanical penthouse) containing multi-unit residential uses in conjunction with a ground-level and second floor commercial space on the corner of Robie Street and Demone Street, 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 Q. Following the expiration of the 14 day appeal period, the LUB amendment became effective.

As noted in the June 26, 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 August 24, 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 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 February 9, 2012 and a Public Hearing held on August 7, 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 shown on Map 2 of the June 26, 2013 staff report.

ENVIRONMENTAL IMPLICATIONS

No implications have been identified.

ALTERNATIVES

1. Council may choose to approve the proposed development agreement, as contained in Attachment A of this report. This is the staff 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. Council may choose to refuse to approve the 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 for the reasons discussed above. A decision of Council to reject this development agreement is appealable to the N.S. Utility & Review Board as per Section 262 of the *HRM Charter*.
3. Council may choose to approve the proposed development agreement subject to modifications. This may necessitate further negotiation with the applicant and may require an additional public hearing.

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: Paul Sampson, LPP, Planner, Development Approvals, 490-6259

Original Signed by

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

ATTACHMENT A:
Proposed Development Agreement

THIS AGREEMENT made this day of , 2013,

BETWEEN:

[Insert Name of Corporation/Business LTD.],
a body corporate, in the Province of Nova Scotia,
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate, in the Province of Nova Scotia,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 3065 Robie Street/ 5816 Demone 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 a mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of Section XI of the Halifax Municipal Planning Strategy and Section 92 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 [INSERT DATE] , referenced as Municipal Case Number 17456;

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, subdivision and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Halifax Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer and/or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

1.4.1 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 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.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 17456:

Schedule A	Legal Description of the Lands	
Schedule B	Site and Landscape Plan	Plan # 17456-001
Schedule C	Ground Floor & Parking Podium Plan	Plan # 17456-002
Schedule D	Roof Terrace Plan (Level 3)	Plan # 17456-003
Schedule E	Podium Roof Plan (Level 5)	Plan # 17456-004
Schedule F	Penthouse/ Rooftop Level	Plan # 17456-005
Schedule G	Demone Street Elevation	Plan # 17456-006
Schedule H	Robie Street & East Side Elevations	Plan # 17456-007
Schedule I	Rear/ South Elevation	Plan # 17456-008
Schedule J	Exterior Building Materials	Plan # 17456-009

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) Landscape Plan in accordance with Section 3.6 of this Agreement; and

- (b) Pedestrian wind study identifying any mitigation measures / solution concepts in accordance with Section 3.13 of this Agreement.
- 3.2.2 Upon issuance of the first Municipal Occupancy Permit, the Developer shall provide the Development Officer with certification from a qualified professional indicating that the Developer has complied with the Landscape Plan, or the posting of security in accordance with Section 3.6.9.
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any use 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 provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) Any commercial enterprise permitted in the C-2 (General Business) Zone;
- (b) Apartment house (multiple-unit residential uses); and
- (c) Uses accessory to any of the foregoing uses.

3.4 Detailed Provisions for Land Use

- 3.4.1 The development shall be exempted from the detailed requirements of the R-3 (Multiple Dwelling) zone of the Land Use By-law related to angular planes, population density, unit mix, parking and open space. Instead, the Schedules and written provisions of this agreement shall apply.
- 3.4.2 A minimum of 33% of the residential dwelling units shall consist of 2 or more bedrooms.
- 3.4.3 Ground-floor and second-floor land uses shall be limited to non-residential uses permitted in the C-2 Zone. The remaining floors shall include multiple-unit residential, open space and accessory uses only. Notwithstanding this, residential uses (instead of commercial) may be permitted on the second floor level and the overall building height may be reduced slightly to accommodate such residential uses, provided the exterior appearance is generally in conformance with Schedules G through J, excepting that the Development Officer may approve minor exterior changes such as patio doors and French balconies for the residential uses.
- 3.4.4 Notwithstanding Schedules B and C, there shall be a minimum of four pedestrian entrances/ exits to the building abutting Robie and Demone Streets. These shall include

the central residential entrance off Demone Street, the corner entrance at the street intersection and at least one additional entrance facing each street.

3.5 Architectural Requirements

3.5.1 The building's exterior design and materials shall be as shown on Schedules G through J. The building shall not exceed 18 storeys, including the mechanical penthouse level, above the mean grade of the finished ground adjoining the building.

3.5.2 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be required along long facades to provide shelter, and encourage pedestrian movement.

3.5.3 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).

3.5.4 Any exposed foundation in excess of four feet in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer or as shown on the Schedules.

3.6 Landscaping

3.6.1 Prior to the issuance of a Development Permit, the Developer shall provide the Municipality with a detailed Landscape Plan, prepared by a Landscape Architect, which shall provide details of all landscaped areas shown on the Schedules.

3.6.2 Landscaped areas shown on the Schedules shall be either active areas generally accessible to building occupants and shall contain a combination of concrete pavers, walkways, sod, ground cover, shrubs, deciduous and coniferous trees, site furnishings and landscaping features, or may be extensive (passive) landscaped roof areas designed to be generally self-sustaining, requiring minimal maintenance and accessibility.

3.6.3 The podium rooftop (Schedule E, Level 5) shall be landscaped and used as open space, the details of which shall be provided on the Landscape Plan pursuant to Subsection 3.6.1. If the penthouse/ rooftop level (Schedule F) is used for residential purposes, it shall also include landscaping, the details of which shall be provided on the Landscape Plan.

3.6.4 Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in planting beds or containers. Approximately 50 percent of the plant material shall be evergreen or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high

and upright shrubs shall have a minimum height of 60 cm. (2 ft.). It is the responsibility of the Developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop or podium.

- 3.6.5 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.6.6 Planting details for each type of plant material proposed on the Landscape Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety). Mass shrub plantings or mixed shrub and ground cover plantings are preferred instead of perennial beds.
- 3.6.7 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as pergolas, benches, etc. shall be provided to the Development Officer or shall be noted on the Landscape Plan required by Subsection 3.6.1.
- 3.6.8 Upon the issuance of an Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.6.9 Notwithstanding the above, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape work and the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping as shown on the Landscape Plan. 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 landscaping as described herein and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.7 Signs

- 3.7.1 Exterior signs shall meet the requirements of the C-2 Zone of the Land Use By-law and shall be limited to:
 - (a) awning signs made of fabric material above ground level windows and doors;
 - (b) fascia and projecting signs between the ground floor and 4th floor levels; and
 - (c) signs identifying the brand name, civic address or corporate logo of the building,

provided they are located on the base of the building, constituting floors 1 through 4 or on the mechanical penthouse.

- 3.7.2 Awning, fascia and projecting signs shall be either non-illuminated, illuminated from the front or contain front or back-lit channel letters. Back-lit sign boxes shall be prohibited.

3.8 Building and Site Lighting

- 3.8.1 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.
- 3.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

3.9 Functional Elements

- 3.9.1 All vents, down spouts, 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.
- 3.9.2 All mechanical equipment, including any rooftop mechanical equipment, exhausts, propane tanks, electrical transformers, and other utilitarian features shall be visually concealed from abutting properties, including municipal rights-of-way, and shall include noise reduction measures.

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, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/salting of walkways and driveways.

3.11 Solid Waste Facilities

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.

3.12 Parking and Bicycle Facilities

Vehicular parking shall include a combination of underground parking and exterior, single-level surface parking to accommodate a minimum of 150 vehicular parking spaces. Notwithstanding this, the underground parking levels shall include, and the number of parking spaces may be reduced to accommodate, bicycle parking required by the Land Use By-law and solid waste facilities required by Section 3.11. Up to 75 percent of the parking spaces may be reduced in size to 8 feet by 17 feet.

3.13 Wind Mitigation Measures

3.13.1 Prior to the issuance of a Development Permit, the Developer shall provide a quantitative wind impact assessment of the development by a qualified professional experienced in wind engineering and submit a report to the Development Officer that:

- (a) Confirms/ quantifies the expected wind comfort and safety conditions; and
- (b) Where necessary, outlines proposed wind mitigation measures to achieve accepted industry standards for pedestrian wind comfort and safety.

3.13.2 Appropriate mitigation measures shall be approved by the Development Officer prior to the issuance of a Development Permit, except those which, in the opinion of the Development Officer, involve a substantive change to the building. In these instances, such measures shall require a substantive amendment pursuant to Section 6.1.

3.13.3 Mitigation measures shall be shown on the building plans submitted for the Building Permit and be completed prior to the issuance of an Occupancy Permit.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications unless otherwise varied by this Agreement and shall receive written approval from the Development Engineer prior to undertaking any work.

4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including 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 Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Archaeological Monitoring and Protection

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

5.2 Sulphide Bearing Materials

The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

6.2 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of Council (for greater certainty, these items do not include changes which, in the opinion of the Development Officer, are in conformance with the plans attached as Schedules B-N):

- a) minor changes to the land use provisions of Section 3.4 and any changes to corresponding Schedules;
- b) minor changes to the architectural requirements and exterior architectural appearance or materials as detailed in section 3.5 and corresponding Schedules;
- c) changes to the landscaping requirements as detailed in Section 3.6 which are beyond the authority of the Development Officer under Section 3.1;
- d) changes to the sign requirements of Section 3.7;
- e) changes to the functional elements as detailed in Section 3.9;
- f) changes to the parking required pursuant to Section 3.12, provided that a revised traffic impact analysis is submitted by the Developer and reviewed and deemed acceptable by the Municipality;
- g) changes to the date of commencement of development specified in Section 7.3; and
- h) changes to the date of completion of development specified in Section 7.5.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within four 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 installation of the footings and foundation for the proposed 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 6.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

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

7.5 Discharge of Agreement

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

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 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.

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:

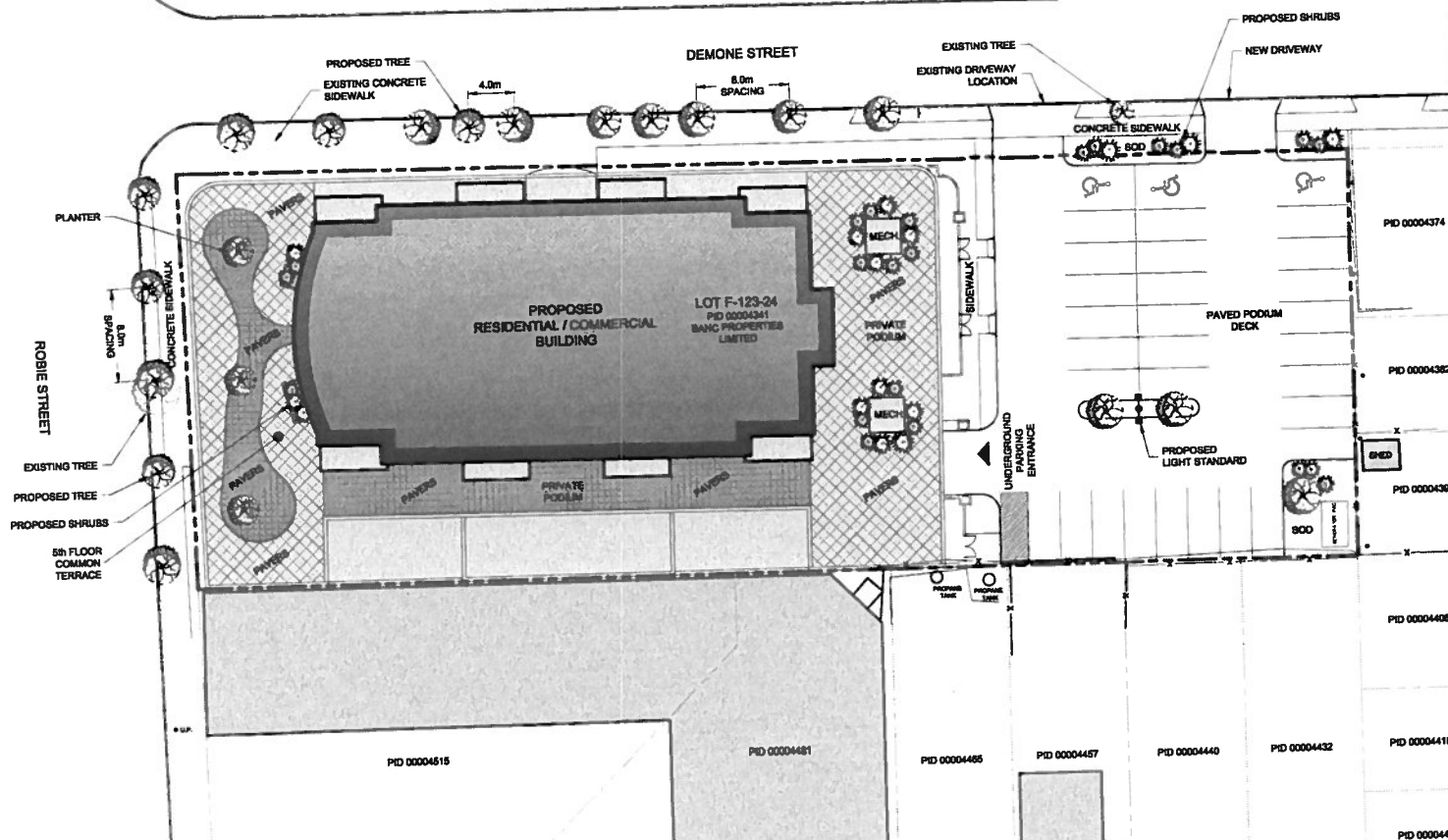
Witness

Per: _____
MAYOR






Witness

Per: _____
MUNICIPAL CLERK

**Site and Landscape Plan
Plan #17456-001**



LEGEND

-  Site Boundary
 Adjacent Site Boundary
 Existing Tree
 Proposed Tree
 Proposed Shrubs

SITE SUMMARY:

- SITE SUMMARY:**
• Land Area - 3,556 m²

SOURCES:

- SOURCES:**
- Plan based on GENIVAR survey 'DA11187620.dwg', dated APRIL 26, 2011

Designer: KWATTERS
Planner: G. ZWICKER

VERSION
1.4

SITE AND LANDSCAPE PLAN
3065 ROBIE STREET
HALIFAX, NOVA SCOTIA

BANC PROPERTIES LIMITED

JUNE 04, 2013

DA11081100_V14

SCALE

1:400

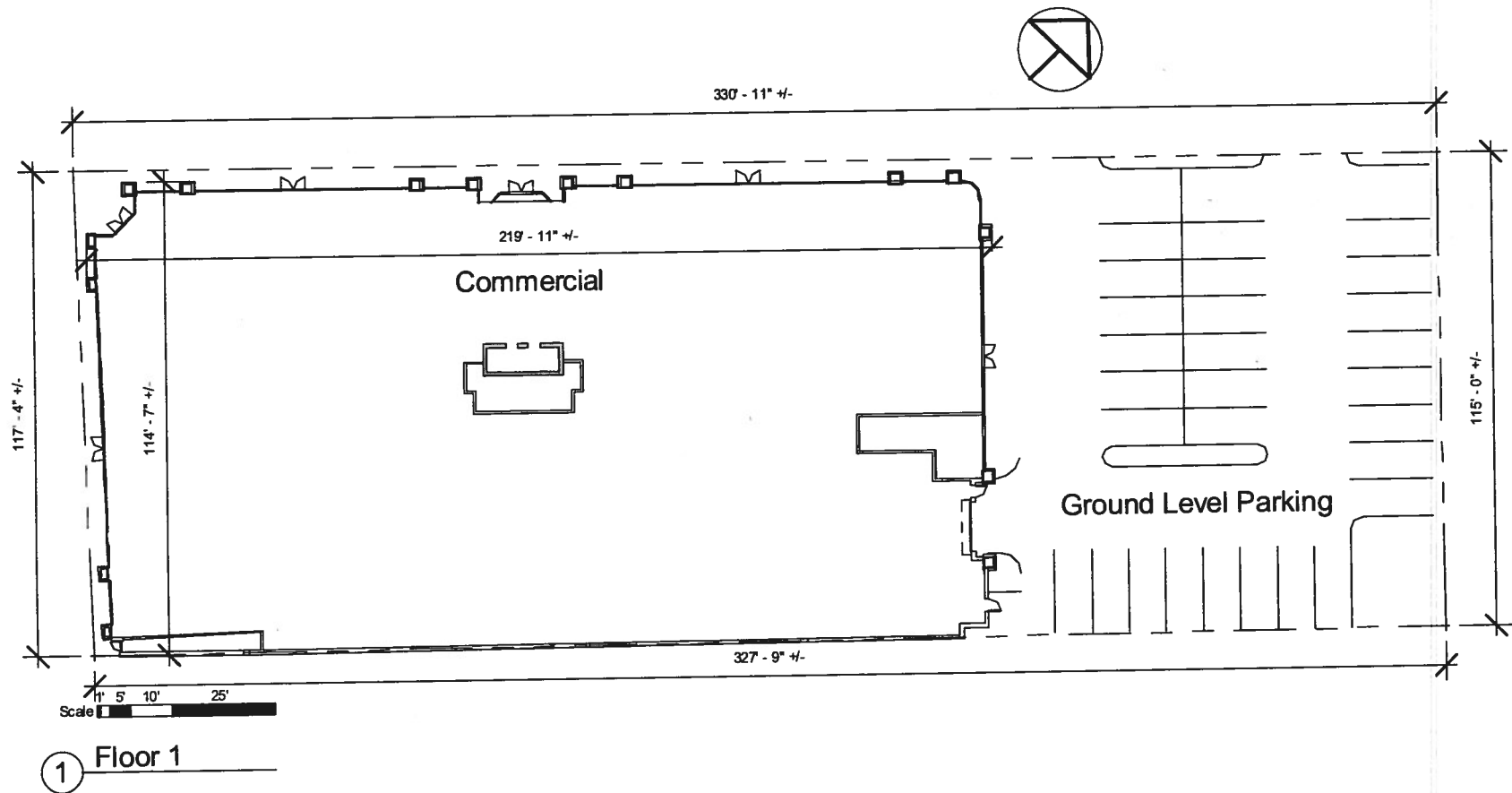


GENIVAR

1 SPECTACLE LAKE DRIVE
DARTMOUTH, NOVA SCOTIA
CANADA, B3B 1X7
PHONE: 902 835-8808 -- FAX: 902 835-1846
WWW.QENYAR.COM

Schedule - C

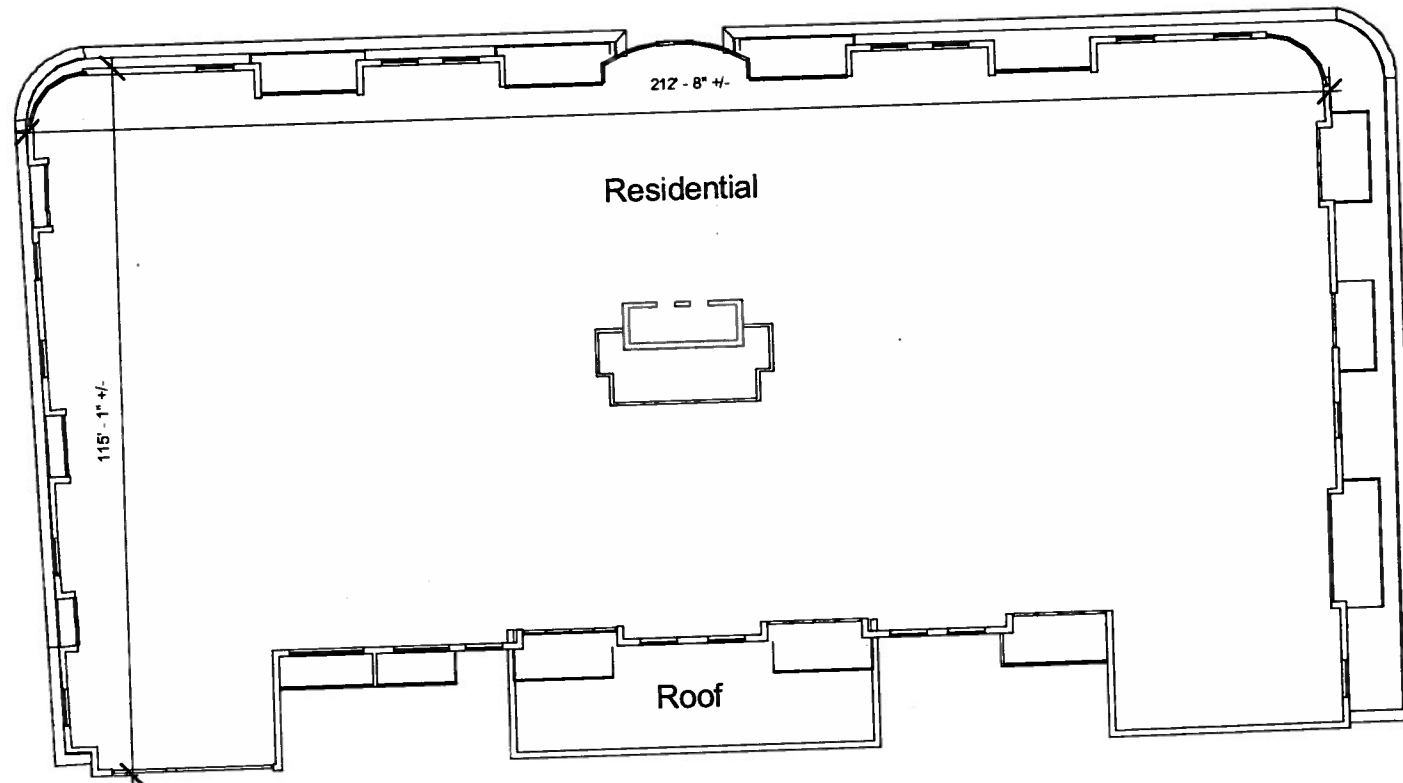
Ground Floor & Parking Podium Plan
Plan#17456-002



NOTE: Location of retail entry doors
to fit with tenant requirements

Schedule - D

Roof Terrace Plan (Level 3)
Plan#17456-003

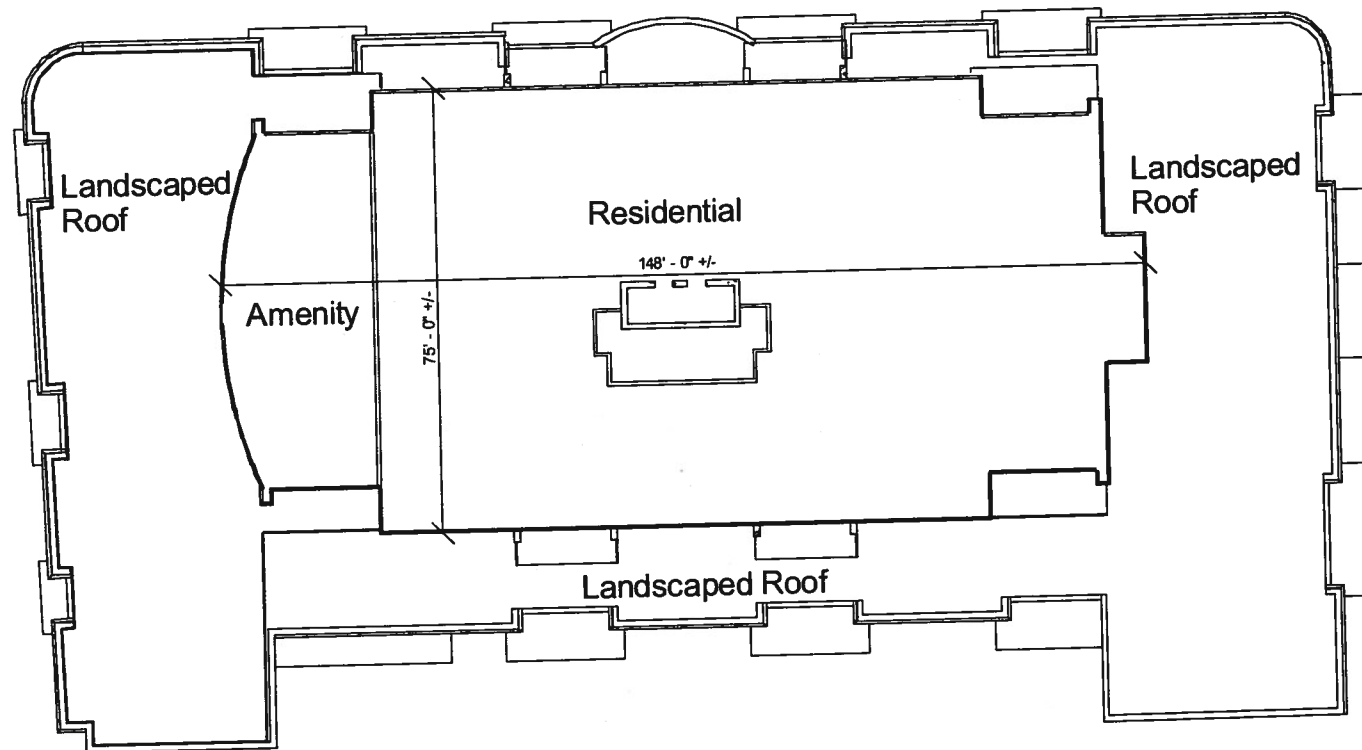


Scale 1' 5' 10' 25'

1 Floor 3

Schedule - E

Podium Roof Plan (Level 5)
Plan#17456-004

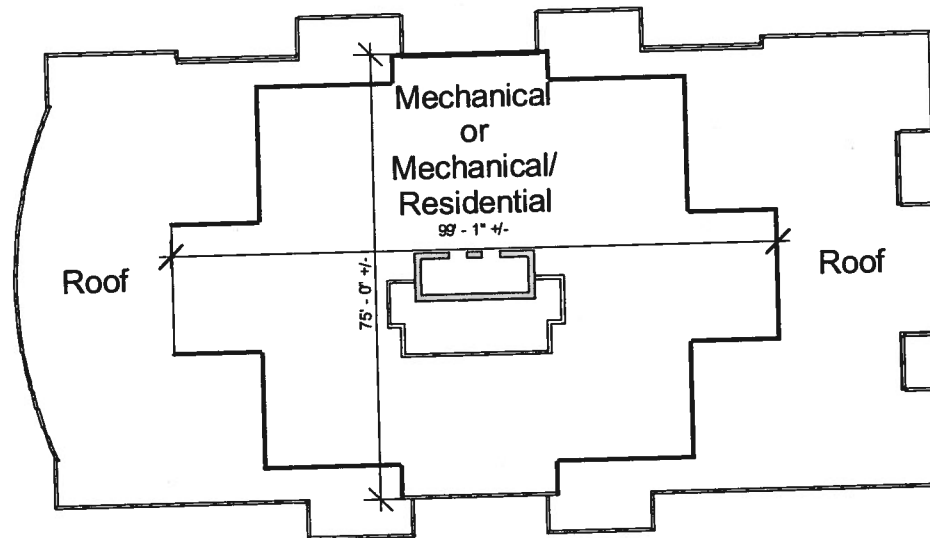


Scale 1' 5' 10' 25'

① Floor 5

Schedule - F

Penthouse/Rooftop Level
Plan#17456-005

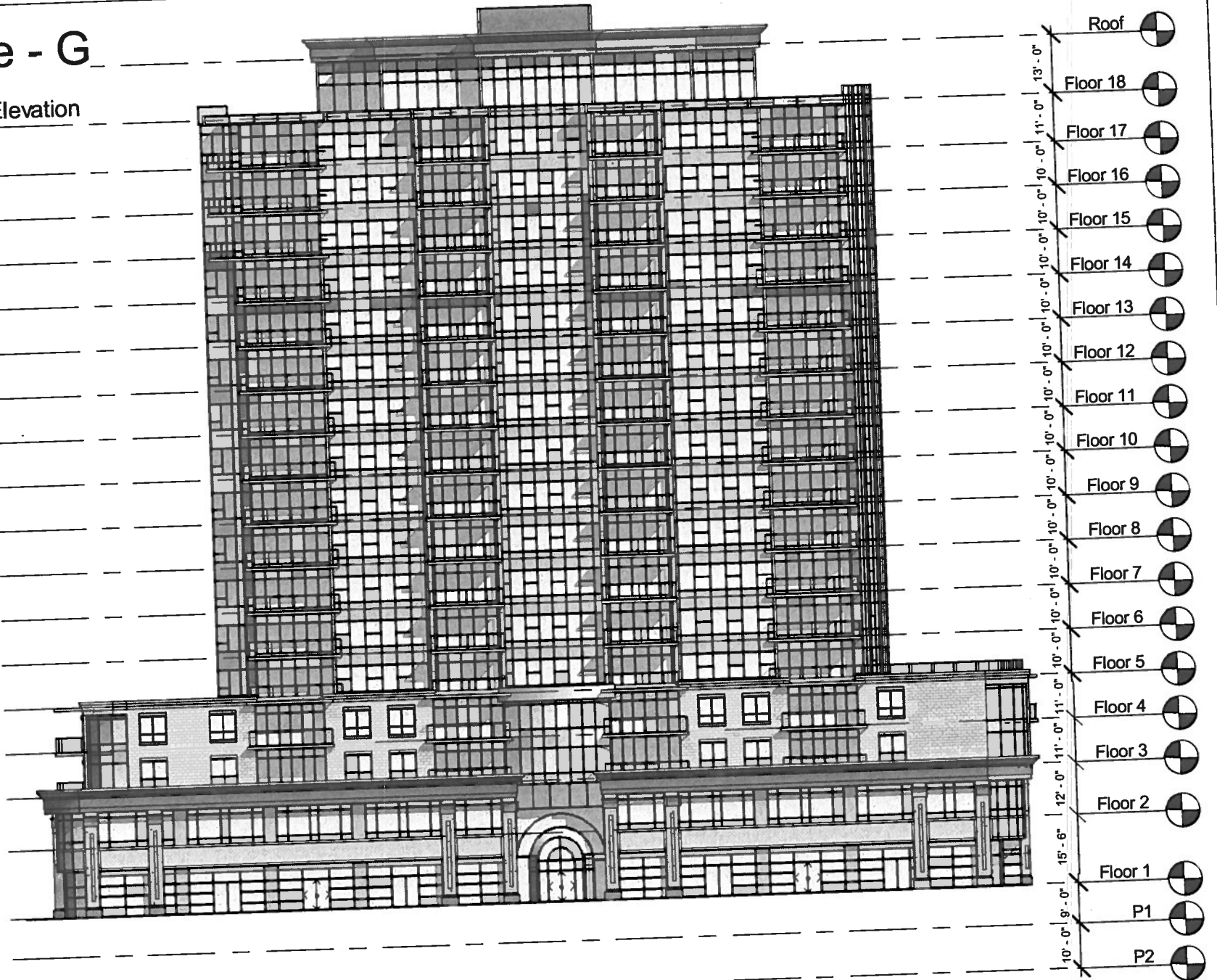


Scale 1' 5' 10' 25'

① Floor 18

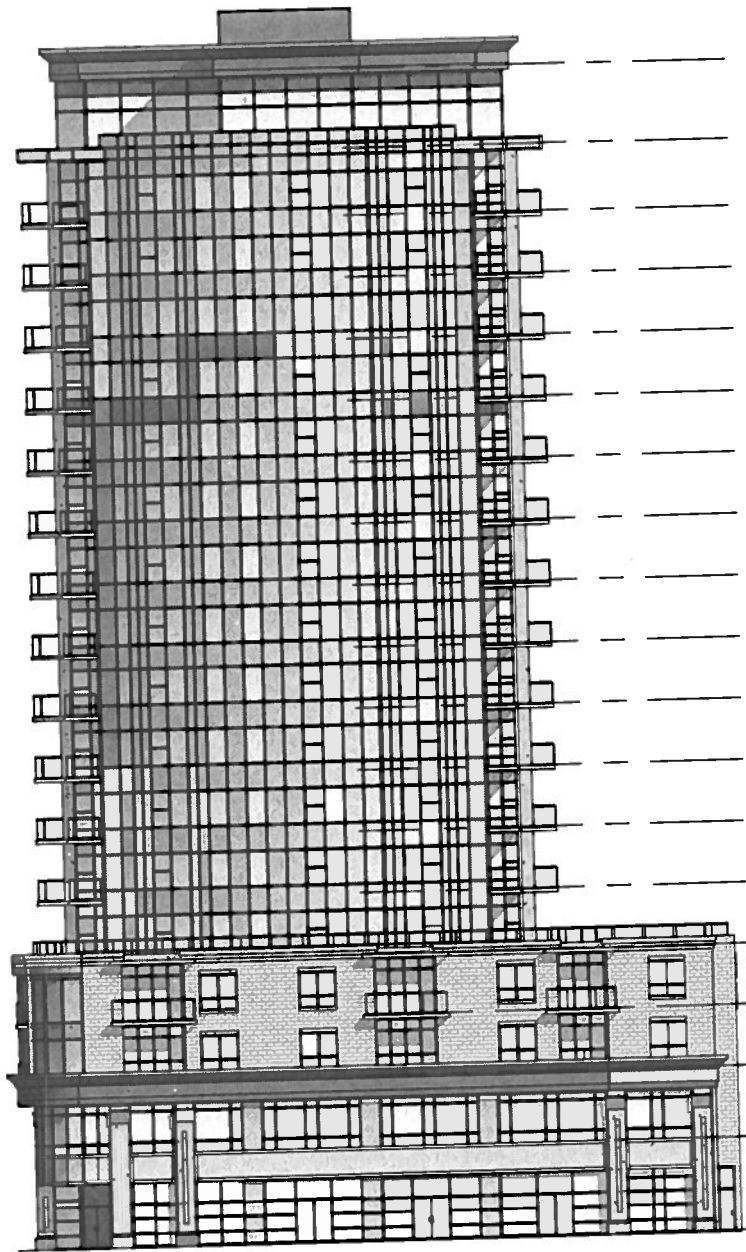
Schedule - G

Demone Street Elevation
Plan#17456-006



① Demone (Front) - North

Schedule - H Robie Street & East Side Elevations Plan#17456-007



① Robie (End) - West

Scale 1' 5' 10' 25'



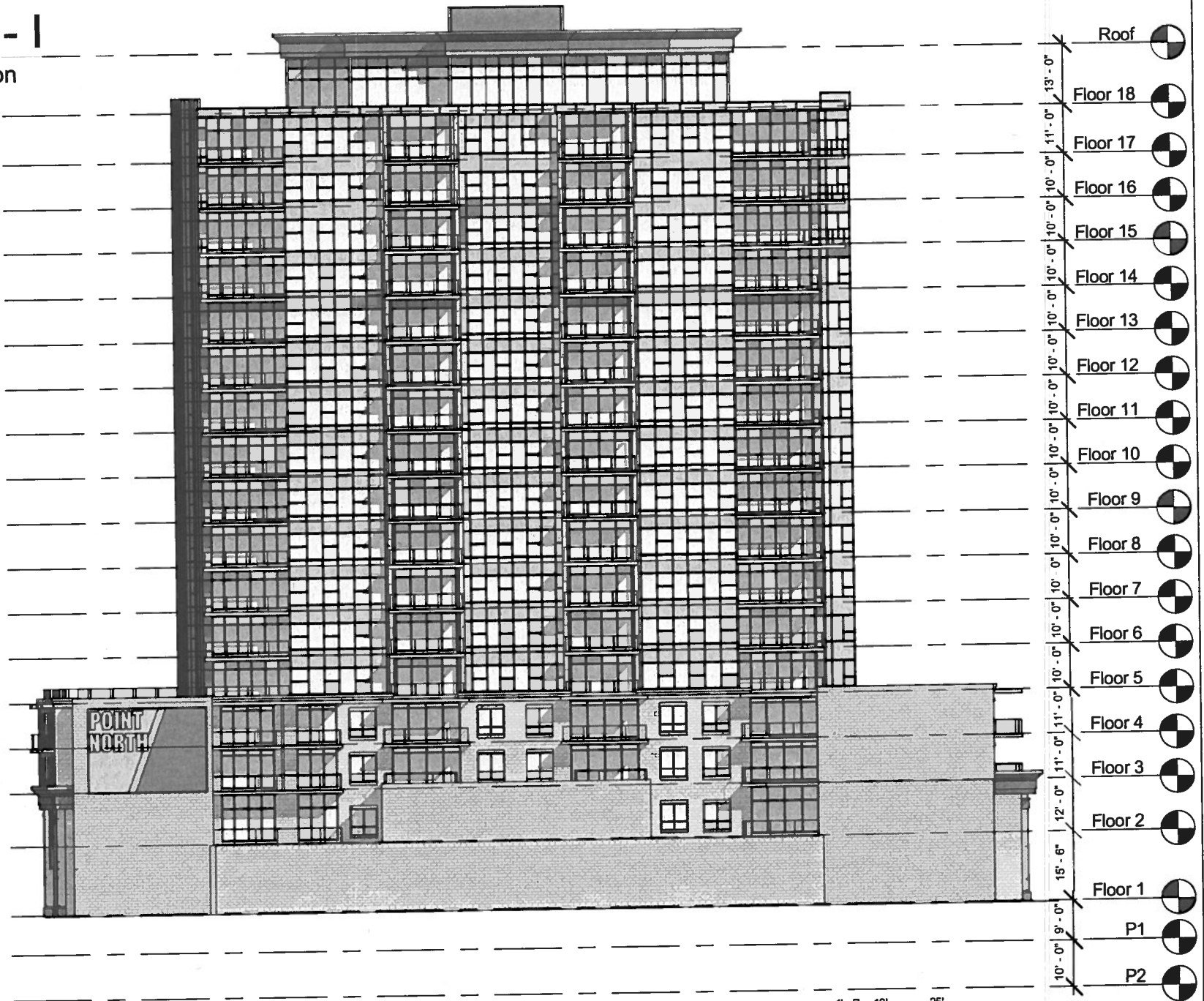
② Parking Lot (End) - East

NOTE: All floor heights are +/-

Roof	13'-0"	
Floor 18	11'-0"	
Floor 17	10'-0"	
Floor 16	10'-0"	
Floor 15	10'-0"	
Floor 14	10'-0"	
Floor 13	10'-0"	
Floor 12	10'-0"	
Floor 11	10'-0"	
Floor 10	10'-0"	
Floor 9	10'-0"	
Floor 8	10'-0"	
Floor 7	10'-0"	
Floor 6	10'-0"	
Floor 5	11'-0"	
Floor 4	11'-0"	
Floor 3	12'-0"	
Floor 2	15'-6"	
Floor 1	10'-0"	
P1		
P2		

Schedule - I

Rear/South Elevation
Plan#17456-008

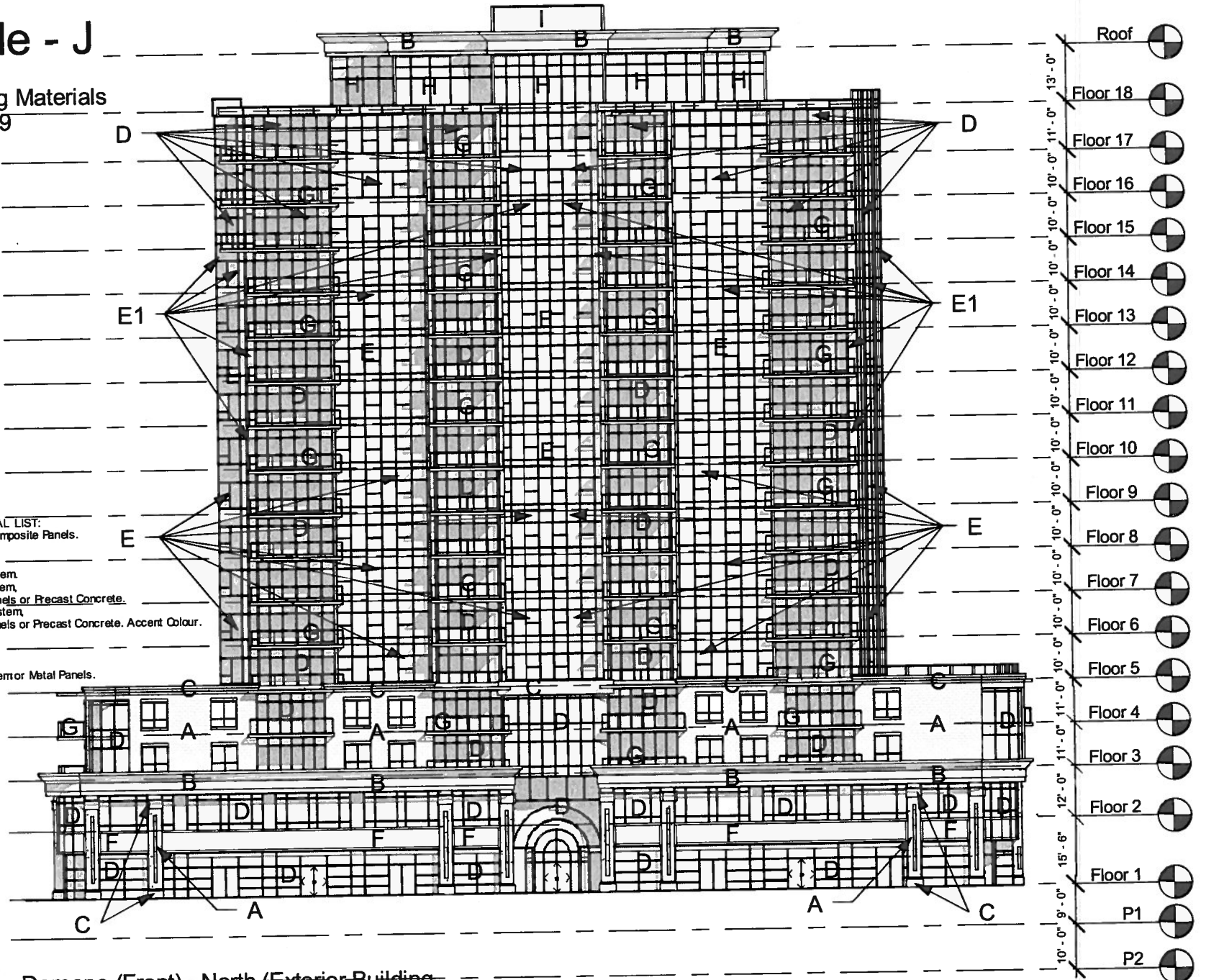


Schedule - J

Exterior Building Materials
Plan#17456-009

TYPICAL BUILDING MATERIAL LIST:

- A - Masonry or Ceramic or Composite Panels.
- B - BFS or Precast.
- C - Souldice or Granite.
- D - Aluminum/Glass Wall System.
- E - Aluminum/Glass Wall System,
Composite or Ceramic Panels or Precast Concrete.
- E1 - Aluminum/Glass Wall System,
Composite or Ceramic Panels or Precast Concrete. Accent Colour.
- F - Opaque Sign Panel.
- G - Aluminum/Glass Rail.
- H - Metal Panel.
- I - Aluminum/Glass Wall System or Metal Panels.



Demone (Front) - North (Exterior Building Materials)

1

Scale 1' 5' 10' 25'

NOTE All floor heights are +/-