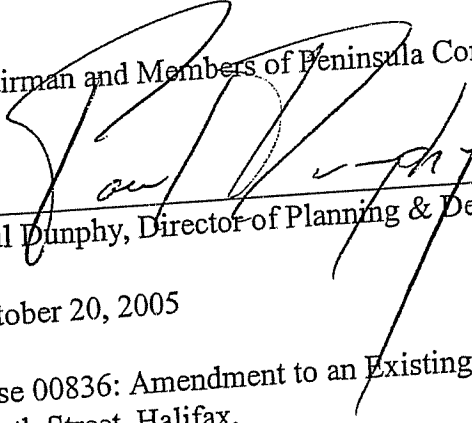


8.1.1

Peninsula Community Council  
November 7, 2005

**TO:** Chairman and Members of Peninsula Community Council

**SUBMITTED BY:**   
Paul Dunphy, Director of Planning & Development Services

**DATE:** October 20, 2005

**SUBJECT:** Case 00836: Amendment to an Existing Development Agreement - 5620 South Street, Halifax.

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**ORIGIN**

Application by Amalthea Holdings Limited to amend an existing development agreement to permit a multiple unit residential development at 5620 South Street, Halifax.

**RECOMMENDATION**

It is recommended that **Peninsula Community Council:**

1. Move Notice of Motion for the amending agreement (see Attachment B) for 5620 South Street, Halifax, and schedule the public hearing for December 12, 2005;
2. Approve the proposed amending development agreement to permit a single multiple unit residential building at 5620 South Street, Halifax, as contained in Attachment B;
3. Require that the development agreement be signed and delivered within 120 days, or any extension thereof granted by Council on request of the applicant, from the date of final approval by Council and any other bodies as necessary, whichever is later; otherwise this approval will be void and obligations arising hereunder shall be at an end.

## **BACKGROUND**

### **Zoning**

The subject property, at 5620 South Street, is zoned R-3V (Multiple Dwelling Zone within a view plane) (see Map 1). Development on the site is subject to a 100-foot height precinct and a maximum density of 250 persons per acre, giving this site an "as of right" possibility of 211 persons calculated in terms of habitable rooms<sup>1</sup>. The site has been vacant for some time.

### **History**

There is an approved development agreement in effect for this property. The agreement was approved by Community Council in August, 2004 and permits 162 apartment units within 3, 10-storey buildings with 3 levels of underground parking. In exchange for the developer not proceeding with plans for a taller building which he was permitted to construct, some concessions, in the form of more density, less open space, non-compliance with angle controls, etc, were made in the development agreement in order to achieve a building that was more acceptable to the community.

The Developer submitted an application to amend the existing development agreement on April 1, 2005 as it was his belief that a new proposal for a single apartment building, as opposed to the previously approved three apartment buildings, would be a better project. This proposal went to a Public Hearing on September 12, 2005, but the application was withdrawn prior to the close of the Public Hearing in response to concerns expressed about the inclusion of dens in the bachelor and one-bedroom units. This new proposal is the same proposal minus dens in the one bedroom units. An outline of the property's recent development history is provided as Attachment C.

### **Public Information Meeting and Property Notification**

A public information meeting was not held for this new application. Should Peninsula Community Council decide to proceed with a public hearing on this application, in addition to published newspaper advertisements accessible to the general public, property owners in the immediate area will be individually notified. The area of notification is shown on Map 1.

### **Current Proposal**

This application is the same proposal as previously brought to Public Hearing with the exception that there are no dens in the bachelor and one bedroom units. A detailed proposal fact sheet is provided as Attachment A of this report and a copy of the previously-approved development agreement is provided as Attachment D. Highlights of this proposal as compared to the approved proposal are:

- a reduction in the total number of apartment units;
- a change in the unit mix to provide mostly one bedroom units;
- elimination of 3 levels of underground parking and a reduction in total parking spaces;
- provision of a decoratively-treated surface parking area for 17 vehicles;
- landscaped open space consistent with what was previously approved and enhanced;
- density and building height to remain unchanged;

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<sup>1</sup> **"Habitable Room"** means any room in a dwelling house, multiple dwelling, or dwelling unit, with the exception of bathrooms, storage spaces with no windows, or kitchens with a floor area of less than one hundred square feet. Combined or undivided living spaces with floor areas greater than four hundred square feet shall be deemed to be two habitable rooms.

- increased setbacks to the properties on the east and west; and
- an existing sewer easement would now fall outside the building envelope.

With respect to compliance with the R-3 requirements, the proposed building complies with density, parking, setbacks and the height precinct. Angle controls are partially met.

## DISCUSSION

In response to this application, the existing approved development agreement will only be amended where warranted to allow the new proposal. All other conditions remain in place, including:

- Clause 2.2 (c) prohibiting dwelling units from containing non-habitable rooms which could be converted into habitable rooms.
- Clause 2.2 (j) which limits bachelor units to one bathroom and prohibits “powder rooms” or similar facilities has been retained and modified to not permit dens in bachelor and one bedroom units.
- A new clause has been included (2.2(1)) to not permit partition walls which partially divide a habitable room so as to increase the possibility of creating two separate habitable rooms or a new non-habitable room within the same space.

The draft amending agreement (Attachment B) and the replacement Schedules reflect the following changes to the existing agreement:

- one apartment building instead of three;
- reduction in the number of units from 162 units to 108 units;
- change in the unit mix from:
  - ▶ 120 studio/bachelor units; 36 one-bedroom units; and 6 two-bedroom units to:
  - ▶ a maximum of 12 studios/bachelor; 90 one-bedroom; and 6 two-bedroom units;
- reduction in the parking provided from:
  - ▶ 124 spaces to:
  - ▶ 60 spaces (43 underground and 17 surface) - this meets the by-law requirement of 57 spaces<sup>2</sup>;
- additional minimum landscape requirements related to the surface parking area and planters;
- amendments to Clause 2.2(j) to prohibit dens and partition walls which is intended to prevent the creation of additional bedrooms; and
- references to more than one building, and phased construction have been deleted.

Pursuant to the proposed amending agreement, the architectural requirements for the building would remain the same as would the landscaping requirements. Additional clauses related to the surface parking area and associated landscaping are included. As in the earlier development agreement, the density (habitable room) limitation of 211 persons is to be maintained. Additional one and two-bedroom units may be permitted in exchange for a reduction in the number bachelor units.

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<sup>2</sup> Required parking is calculated on the basis of one parking space for each dwelling unit exceeding 800 square feet and one parking space for every two dwelling units, having less than 800 square feet in floor area.

The requirement for a live-in building superintendent is to be retained. The previously approved three levels of underground parking would be reduced to a single parking level.

The previous development agreement provides for commencement of construction of the three apartment buildings within two, three and four years respectively. As it takes less time to construct a single building compared to three, the amending agreement provides for commencement of construction within two years of approval. Consequently, the new proposal should have less impact in the form of construction activity on the neighbouring community than the previously-approved project.

### **Conclusion**

The removal of dens from the one bedroom units addresses concerns raised by residents of the community. Staff find that the modifications to the previously approved proposal are acceptable in scale and appearance, provide a more appropriate unit mix and continue to provide on-site security. Staff believe that the integrity of the previous agreement has been maintained while allowing a more desirable building to be constructed on the site. Therefore, staff recommend that Peninsula Community Council approve the attached amending development agreement.

### **BUDGET IMPLICATIONS**

None

### **FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN**

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

### **ALTERNATIVES**

1. **Peninsula Community Council** may approve the proposed amending agreement, presented in Attachment B, to permit a single multiple unit residential building at 5620 South Street. This is the staff recommendation.
2. **Peninsula Community Council** may refuse to enter into the amending agreement, and in doing so, must provide reasons based on conflict with existing MPS Policy. Staff does not recommend this alternative as the amended proposal complies with the policies of the Municipal Planning Strategy specifically adopted to permit this project.
3. **Peninsula Community Council** may choose to request additional modifications to the amending agreement. Additional modifications may require further negotiations with the Developer. This alternative is not recommended as the attached agreement is consistent with adopted MPS policy for the area.

## ATTACHMENTS

Map 1 - Zoning

Attachment A - Proposal Fact Sheet

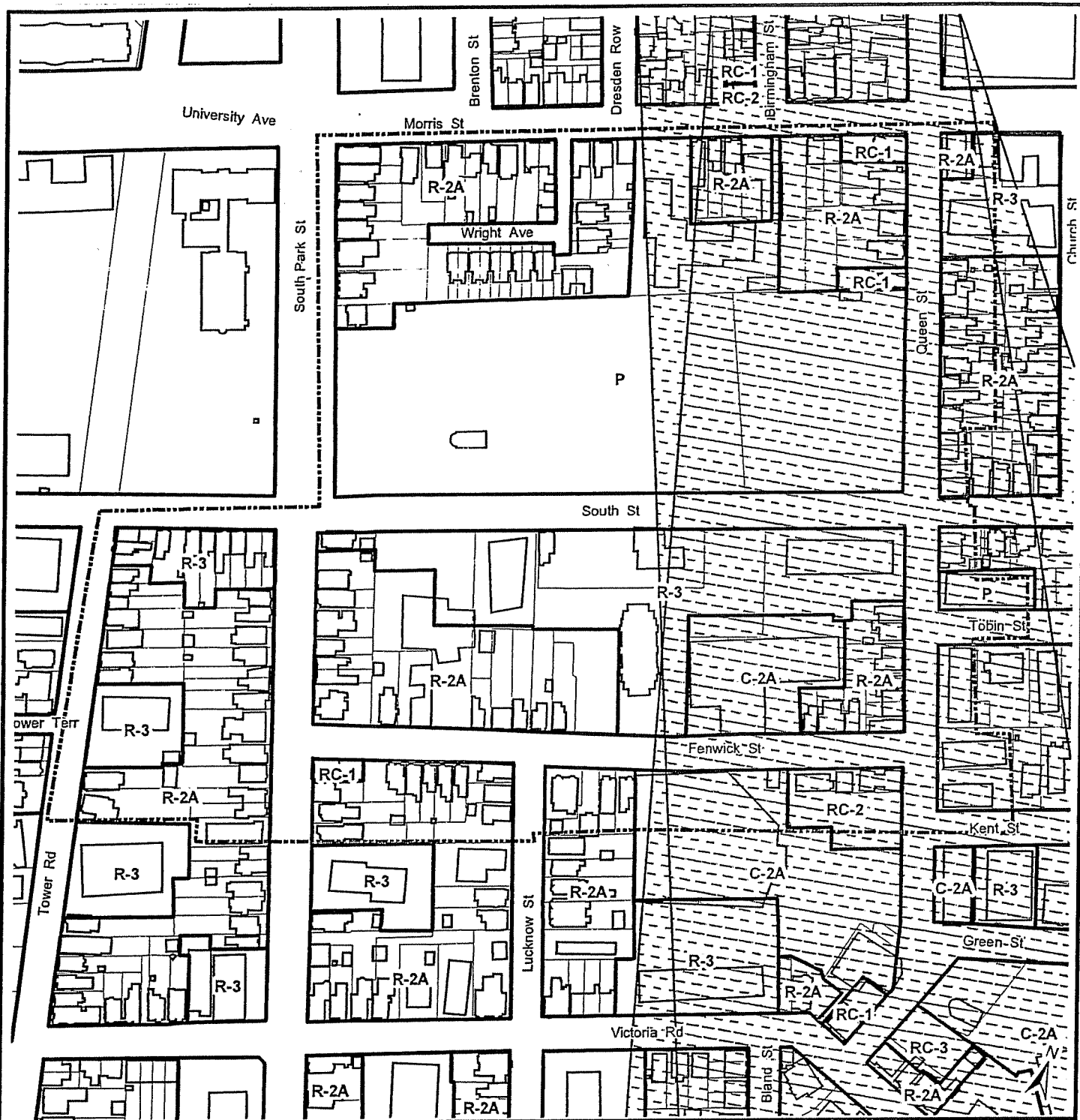
Attachment B - Draft Amending Agreement with Schedules

Attachment C - Recent Development History

Attachment D - Existing Agreement



Additional copies of this report and information on its status can be obtained by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report prepared by Randa Wheaton, Planning Services, 490-4499




Map 1 - Zoning

5620 South Street  
Halifax

-  Subject property
-  Area of notification

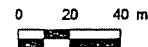
Halifax Peninsula  
Land Use By-Law Area

 View plane

Zone

- R-2A General Residential Conversion
- R-3 Multiple Dwelling
- C-2A Minor Commercial
- RC-1 Neighbourhood Commercial
- RC-2 Residential Minor Commercial
- RC-3 High Density Residential Minor Commercial
- P Park and Institutional

**HALIFAX**  
REGIONAL MUNICIPALITY  
PLANNING AND  
DEVELOPMENT SERVICES



This map is an unofficial reproduction of a portion of the Zoning Map for the Halifax Peninsula Land Use By-Law area.

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

**Attachment A**

**PROPOSAL FACT SHEET - 5260 SOUTH STREET**

**June 24, 2005**

**Current D/A**

**Proposed Amendment to D/A**

**Unit Mix:**

|            |             |
|------------|-------------|
| 120        | Studios     |
| 36         | One Bedroom |
| <u>6</u>   | Two Bedroom |
| <b>162</b> |             |

|            |             |
|------------|-------------|
| 12         | Studios     |
| 90         | One Bedroom |
| <u>6</u>   | Two Bedroom |
| <b>108</b> |             |

**Density**

|                    |
|--------------------|
| 120 x 1 = 120      |
| 36 x 2 = 72        |
| 6 x 3 = <u>18</u>  |
| <b>210 Persons</b> |

|                                  |
|----------------------------------|
| 12 x 1 = 12                      |
| 90 x 2 = 180                     |
| 6 x 3 = <u>18</u>                |
| <b>210 Persons (Meets bylaw)</b> |

**Open Space (Landscaped)**

(48(2))

11,500 sq. ft. provided

11,500 sq. ft. provided

**Parking**

124 Spaces

60 Spaces (Meets bylaw)

|                              | <u>Current DA</u>                                    | <u>Proposed Amending DA</u> |
|------------------------------|--|-----------------------------|
| Unit Mix (44c)               | Does not meet bylaw                                  | <b>Does not meet bylaw</b>  |
| Angle Control<br>(47(2)-(5)) | Does not meet angles on<br>the front of the building | <b>Does not meet bylaw</b>  |
| Height                       | Meets bylaw  | <b>Meets bylaw</b>          |

**Attachment B**

**THIS AMENDING AGREEMENT** made this                    day of                    , 2005,

BETWEEN:

**AMALTHEA HOLDINGS LIMITED**

A body corporate in Halifax Regional Municipality,  
Province of Nova Scotia,  
hereinafter called the "Developer")

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY.**

a municipal body corporate,  
(hereinafter called the "Municipality")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 5620 South Street ( LRIS PID No. 41030727), Halifax and which said lands are more particularly described in Schedule A to this Agreement (hereinafter called the "Lands");

**AND WHEREAS** Peninsula Community Council of Halifax Regional Municipality approved an application (Case 00614) by the Developer to enter into a development agreement to allow for three apartment buildings on the Lands, which said development agreement was registered at the Registry of Deeds in Halifax as Document Number 81305303 (hereinafter called the "Existing Agreement");

**AND WHEREAS** the Developer has requested an amendment to the provisions of the Agreement;

**AND WHEREAS** the Peninsula Community Council of Halifax Regional Municipality, at its meeting on the    day of    2005, approved the said agreement, referenced as Municipal Case Number 00789, to allow a single multiple unit building on the lands subject to the registered owner of the lands described herein entering into this agreement;

**THEREFORE** in consideration of the granting by the Municipality of the amending agreement requested by the Developer, the Developer agrees as follows:



1. Clause 2.1 of the existing agreement shall be deleted and replaced to read as follows:

The Developer shall develop and use the lands for no purpose other than one apartment building on a single lot containing a maximum total of 108 dwelling units which, in the opinion of the Development Officer, is substantially in conformance with Plans No.00836-0001, 00836-0004 to 00836-0009 inclusive, 00836-0011 to 00836-0015 inclusive and 00836-0019 filed with the Halifax Regional Municipality Planning and Development Services as Case 00836 and are attached as the following Schedules to this Agreement:

|             |                                    |
|-------------|------------------------------------|
| Schedule A  | Legal Description of the Lands     |
| Schedule B1 | Site Plan (0001)                   |
| Schedule C1 | Main Floor Plan (0005)             |
| Schedule D1 | Second Floor Plan (0006)           |
| Schedule E1 | Third to Fifth Floor Plan (0007)   |
| Schedule F1 | Sixth to Ninth Floor Plan (0008)   |
| Schedule G1 | Tenth Floor Plan (0009)            |
| Schedule H1 | Parking Level/Basement Plan (0004) |
| Schedule I1 | South (Front) Elevation (0013)     |
| Schedule J1 | North (Rear) Elevation (0011)      |
| Schedule K1 | West Elevation (0014)              |
| Schedule L1 | East Elevations (0012)             |
| Schedule M1 | Material Details (0019)            |

2. Schedules B to M inclusive of the existing agreement are to be replaced by Schedules B1 to M1 inclusive.
3. Clauses 2.2(a) and 2.2(b) of the existing agreement shall be revised to change the Schedules references from 'Schedules J - N' to 'Schedules I1 to M1 inclusive'.
4. Clause 2.2(h) of the existing agreement shall be deleted and replaced to read as follows:
  - (h) The underground parking structure shall contain a minimum of 43 spaces.
5. Clause 2.2(i) of the existing agreement shall be deleted and replaced to read as follows:
  - (i) The building shall contain a maximum of 12 bachelor/studio units.
6. Clause 2.2(j) of the existing agreement shall be revised as follows:
  - (j) Bachelor/studio units shall be limited to one bathroom and shall not include powder rooms, dens or similar facilities.

7. Clause 2.2(k) of the existing agreement shall be revised to change the Schedule reference from 'Schedule C' to 'Schedules B1 and H1 inclusive'.
8. Clause 2.2(l) shall be added and shall read as follows:
  - (l) Partition walls which partially divide a habitable room so as to increase the possibility of creating two separate habitable rooms or a new non-habitable room shall not be permitted.
9. Clause 2.4 of the existing agreement shall be deleted and replaced to read as follows:

The total number of habitable rooms located in the building constructed on the land shall not exceed 210. Additional one and two bedroom units may be created in exchange for bachelor/studio units provided the density does not exceed 250 persons per acre and the parking provisions of the land use by-law are met.
10. Clause 2.5 of the existing agreement shall be shall be revised to change the Schedule reference from 'Schedules C - N' to 'Schedules C1 to M1 inclusive'.
11. The first sentence of Clause 2.9.6 of the existing agreement shall be deleted and replaced to read as follows:

All landscaping shall be completed prior to the issuance of the occupancy permit.
12. Clauses 2.9.8 and 2.9.9 of the existing agreement shall be deleted and replaced by the following clauses:
  - 2.9.8 The surface parking area shall be constructed of decorative precast interlocking pavers, decorative stamped concrete or equivalent in a colour complementary to the building.
  - 2.9.9 The raised planters surrounding the surface parking area shall be a minimum of three feet in height and are to be constructed of decorative concrete such as precast units, stamped concrete, concrete faced with natural or man-made stone or equivalent. Wolmanized lumber construction shall not be permitted.
13. Clause 2.10(a) of the existing agreement shall be revised to change the Schedule reference from 'Schedules J - N' to 'Schedules I1 to M1 inclusive'.
14. Clause 2.10(b) of the existing agreement shall be revised to add the word 'and' to the end of the sentence after the semi-colon. Clause 2.10(c) of the existing agreement shall be revised to delete the semi-colon and the word 'and' at the end of the sentence and replace them with a period. Clause 2.10(d) of the existing agreement shall be deleted.

- 15. Clause 2.13 of the existing agreement shall be revised to delete the words 'in each building'.
- 16. Clause 3.3 of the existing agreement shall be deleted and replaced to read as follows:

In the event that construction has not commenced within two years from the date of registration of this Agreement at the Registry of Deeds, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.

- 17. **ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT REMAIN IN FULL FORCE AND EFFECT.**

Time shall be of the essence of this amending agreement.

This Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have properly executed this Amending Agreement as of the day and year first above written.

**SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:**

|                                   |   |   |
|-----------------------------------|---|---|
|                                   | ) | <u><b>AMALTHEA HOLDINGS LIMITED</b></u>     |
|                                   | ) |   |
|                                   | ) |   |
| per: _____                        | ) | per: _____                                  |
|                                   | ) |   |
|                                   | ) |   |
| Sealed, Delivered and Attested    | ) | <u><b>HALIFAX REGIONAL MUNICIPALITY</b></u> |
| by the proper signing officers of | ) |   |
| Halifax Regional Municipality     | ) |   |
| duly authorized on their behalf   | ) | per: _____                                  |
| in the presence of:               | ) | Mayor                                       |
|                                   | ) |   |
|                                   | ) |   |
| per: _____                        | ) | per: _____                                  |
|                                   |   | Municipal Clerk                             |

**STUDIO WORKS**

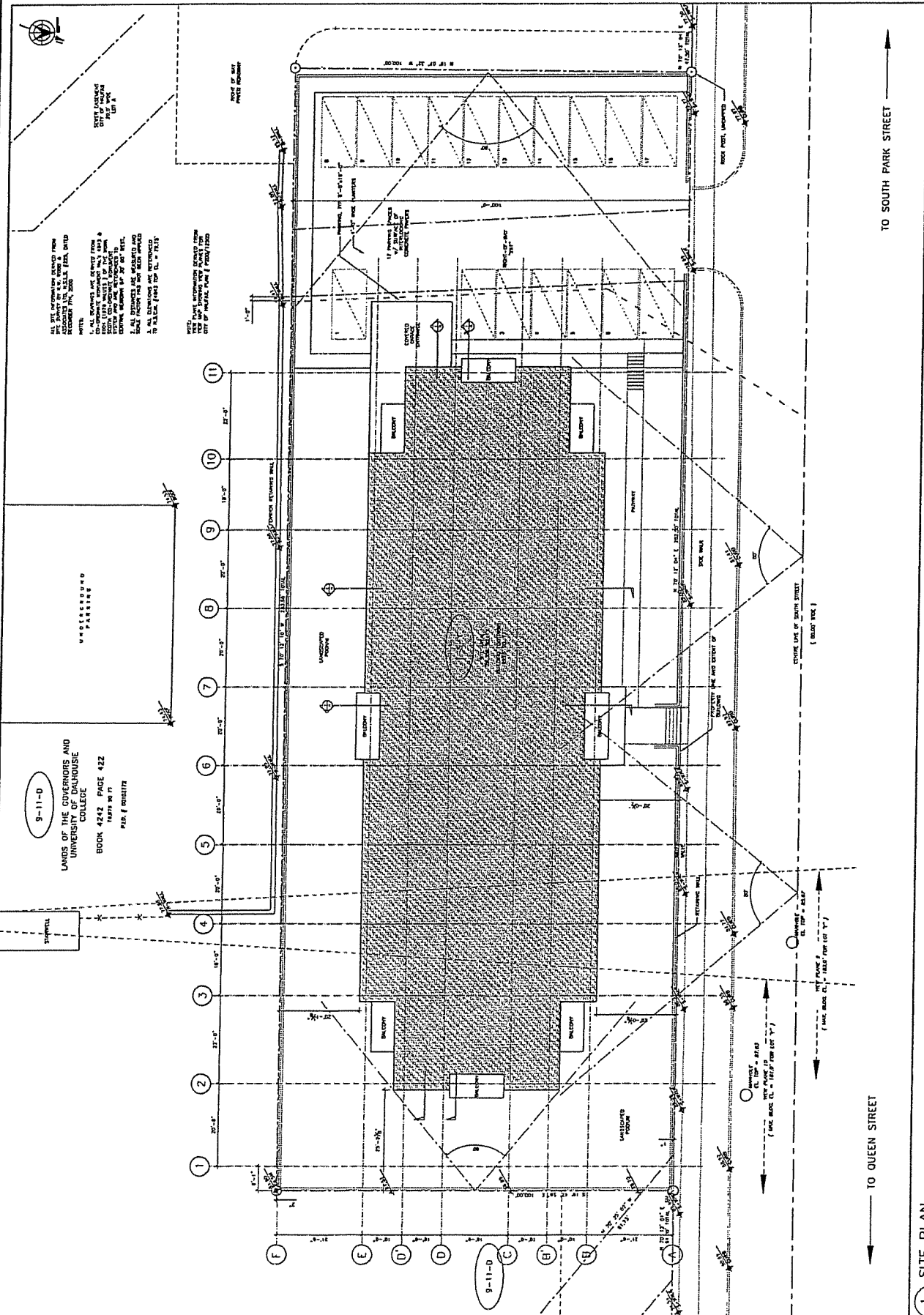
INTERNATIONAL LTD.  
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THE CLIENT HAS REVIEWED AND APPROVED THE CONCEPT AND DESIGN OF THE PROJECT AND HAS AGREED TO FUND THE PROJECT. THE CLIENT HAS REVIEWED AND APPROVED THE CONCEPT AND DESIGN OF THE PROJECT AND HAS AGREED TO FUND THE PROJECT. THE CLIENT HAS REVIEWED AND APPROVED THE CONCEPT AND DESIGN OF THE PROJECT AND HAS AGREED TO FUND THE PROJECT.

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| 2   | ...         | ...  |

**SOUTH STREET APARTMENTS**  
 5620 SOUTH STREET, NS

|             |     |
|-------------|-----|
| SITE PLAN   |     |
| DATE        | ... |
| BY          | ... |
| SCALE       | ... |
| PROJECT NO. | ... |
| DATE        | ... |



ALL SETBACKS AND DISTANCES FROM ADJACENT LOTS SHALL BE AS SHOWN ON THIS PLAN. ALL DISTANCES ARE MEASURED AND NOTED TO CENTERLINE UNLESS NOTED OTHERWISE.

9-11-D  
 LANDS OF THE GOVERNORS AND UNIVERSITY OF DALHOUSIE COLLEGE  
 BOOK 4242 PAGE 422  
 19878 SQ FT  
 P.L.D. # 0810172

1 SITE PLAN  
 3/22/11-0

00836-0001

**STUDIO WORKS**  
 INTERNATIONAL LTD.  
 1100 WEST 41ST STREET, SUITE 200  
 VANCOUVER, BC V6L 2C6  
 TEL: (604) 276-1111  
 FAX: (604) 276-1112  
 WWW: WWW.STUDIOWORKS.COM

PROJECT: SOUTH STREET APARTMENTS  
 ADDRESS: 5630 SOUTH STREET, VANCOUVER, BC  
 DATE: 10/20/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

NOTES:  
 1. REFER TO THE CONTRACTING DOCUMENTS FOR THE PROJECT.  
 2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.  
 3. THE INFORMATION CONTAINED IN THIS DRAWING IS THE PROPERTY OF STUDIO WORKS INTERNATIONAL LTD. AND SHALL REMAIN THE PROPERTY OF THE COMPANY.  
 4. NO PART OF THIS DRAWING IS TO BE REPRODUCED 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 STUDIO WORKS INTERNATIONAL LTD.

SCALE: 1/8" = 1'-0"

PROJECT: SOUTH STREET APARTMENTS  
 ADDRESS: 5630 SOUTH STREET, VANCOUVER, BC  
 DATE: 10/20/11  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]

MAIN FLOOR PLAN

5630 SOUTH STREET, VANCOUVER, BC

MAIN FLOOR PLAN

10/20/11

10/20/11

10/20/11

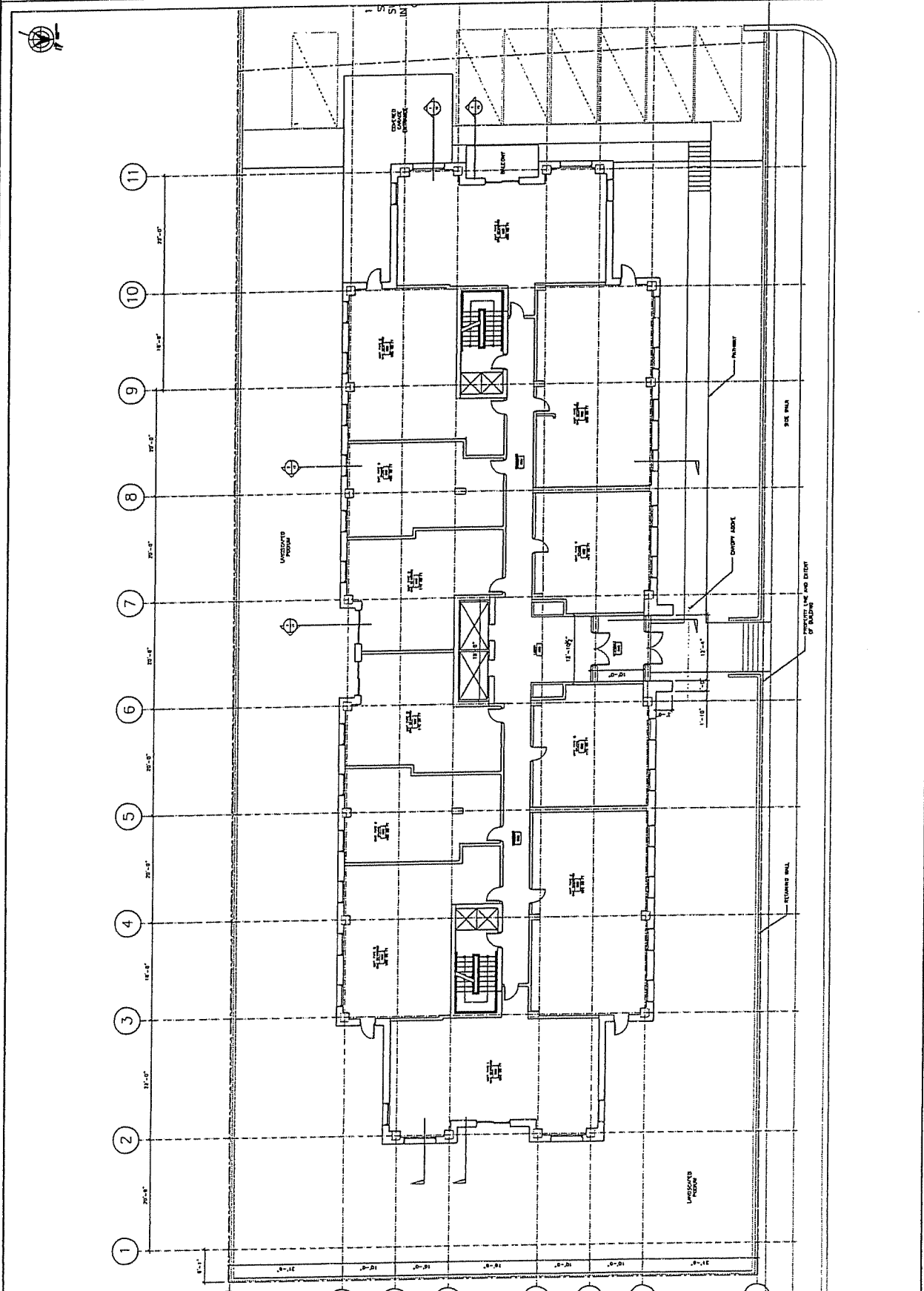
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1 MAIN FLOOR PLAN  
 1/8" = 1'-0"

00836-0005

**STUDIO WORKS**  
**INTERNATIONAL LLC**  
 1000 ...  
 ...  
 ...

**NOTES:**

1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.  
 2. CHECK AND VERIFY THAT ALL DIMENSIONS AND NOTES ARE CORRECT, COMPLETE AND UNAMBIGUOUS BEFORE PROCEEDING TO THE FIELD.  
 3. VERIFY THE EXISTING CONDITIONS BEFORE THE START OF WORK.  
 4. VERIFY THE EXISTING CONDITIONS BEFORE THE START OF WORK.  
 5. VERIFY THE EXISTING CONDITIONS BEFORE THE START OF WORK.

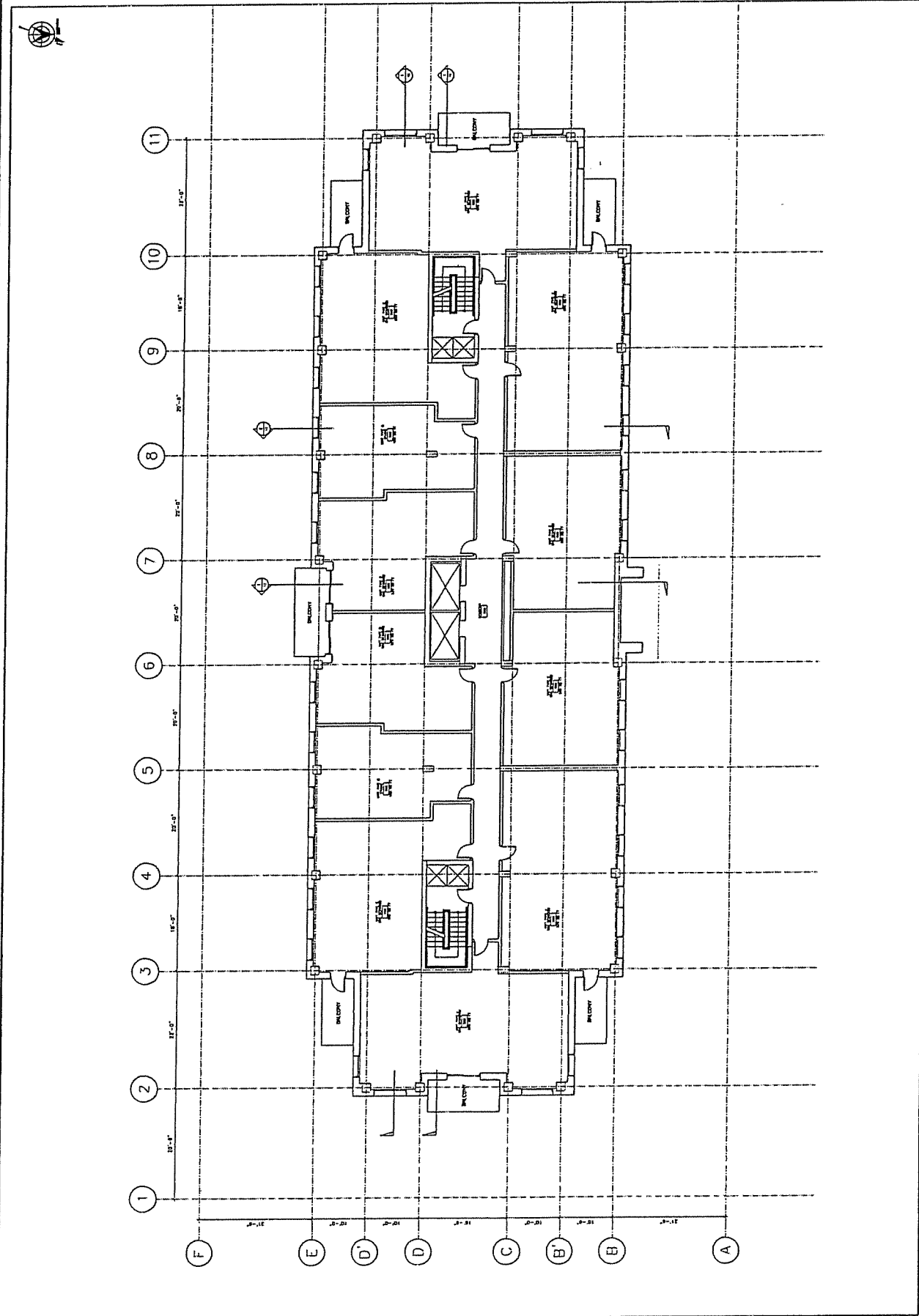
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9. VERIFY THE EXISTING CONDITIONS BEFORE THE START OF WORK.  
 10. VERIFY THE EXISTING CONDITIONS BEFORE THE START OF WORK.  
 11. VERIFY THE EXISTING CONDITIONS BEFORE THE START OF WORK.

**SOUTH STREET APARTMENTS**  
 5620 SOUTH STREET, NS

**SECOND FLOOR PLAN**

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| 1   |      |    |       |
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| 3   |      |    |       |
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| 10  |      |    |       |
| 11  |      |    |       |



1 SECOND FLOOR PLAN  
 1/8" = 1'-0"

00836-0006

**STUDIO WORKS**  
 INTERNATIONAL LLC  
 1111 Old Orchard Road  
 Raleigh, NC 27607  
 Phone: 919.876.1111  
 Fax: 919.876.1112  
 www.studioworksllc.com

PROJECT: SOUTH STREET APARTMENTS  
 LOCATION: 5620 SOUTH STREET, N.S.  
 DATE: 08/14/13

NOTES:  
 1. SEE THE CONTRACTOR'S GENERAL NOTES FOR THE PROJECT.  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE INTERNATIONAL BUILDING CODE (IBC) AND ALL APPLICABLE LOCAL ORDINANCES.  
 3. THE ARCHITECT'S INTENT IS TO PROVIDE A HIGH QUALITY APARTMENT BUILDING WITH ALL NECESSARY CONSTRUCTION DETAILS AND FINISHES.  
 4. THE ARCHITECT'S INTENT IS TO PROVIDE A HIGH QUALITY APARTMENT BUILDING WITH ALL NECESSARY CONSTRUCTION DETAILS AND FINISHES.  
 5. THE ARCHITECT'S INTENT IS TO PROVIDE A HIGH QUALITY APARTMENT BUILDING WITH ALL NECESSARY CONSTRUCTION DETAILS AND FINISHES.

REVISIONS:  
 NO. DESCRIPTION DATE  
 1. 08/14/13

SCALE: 1/8" = 1'-0"

PROJECT: SOUTH STREET APARTMENTS  
 LOCATION: 5620 SOUTH STREET, N.S.

FLOOR LAYOUT  
 FLOORS 3 - 5

DATE: 08/14/13

BY: [Signature]

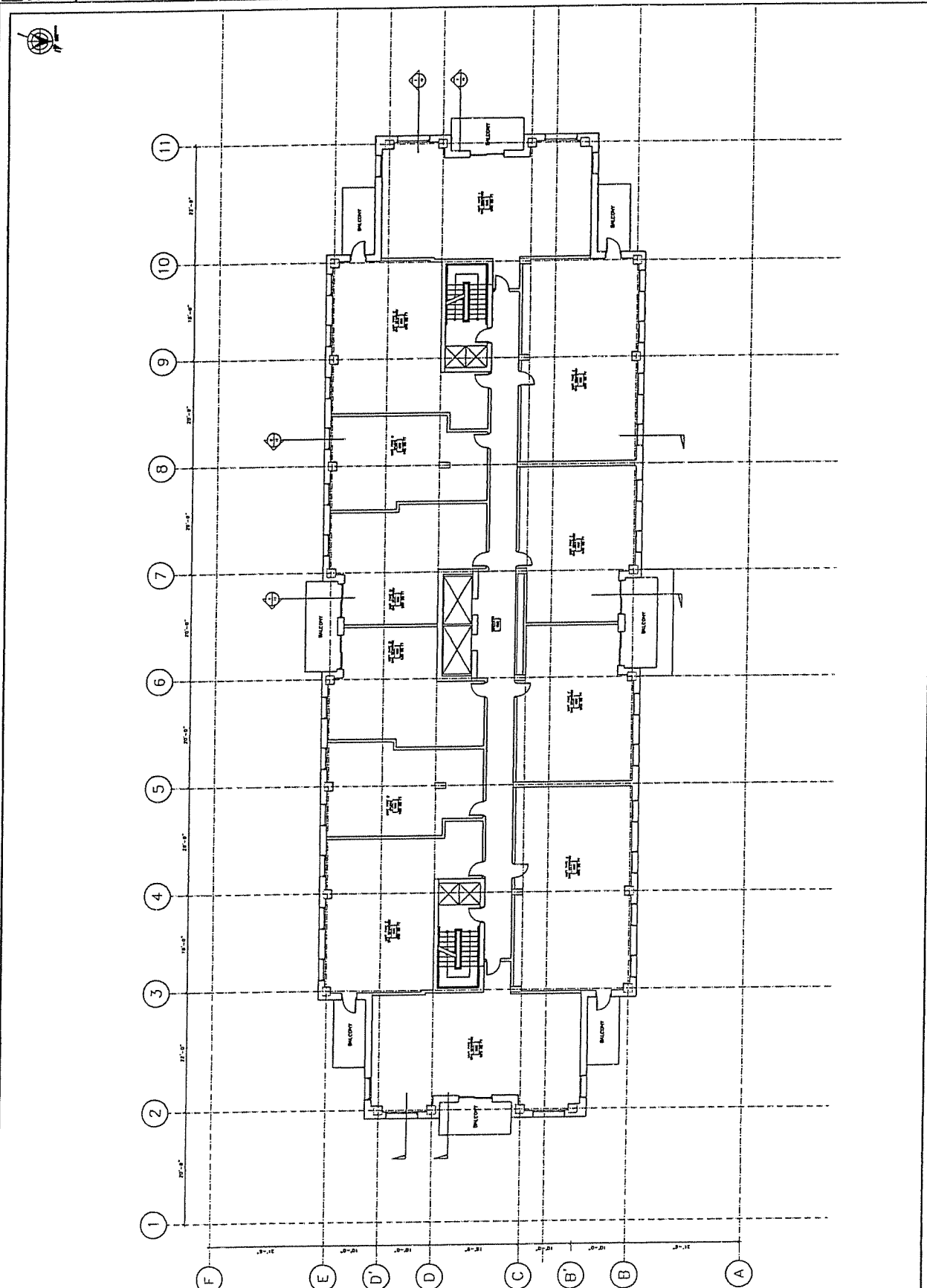
PROJECT NO: 00836-0007

DATE: 08/14/13

BY: [Signature]

PROJECT NO: 00836-0007

DATE: 08/14/13



1 FLOOR PLANS 3-5  
 1/8" = 1'-0"

00836-0007

**STUDIO WORKS**  
 ARCHITECTURAL  
 5400 100th Avenue, Suite 100  
 Denver, CO 80231  
 Phone: (303) 426-1237  
 Fax: (303) 426-1238  
 www.studioworks.com

**PROJECT**

**PER THE CITY OF DENVER**  
 CHANGE AND VERIFY THAT ALL CONNECTIONS AND ACCESS ARE CORRECT, AND THAT THE WORK IS IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.  
 AS PERMITTED BY THE ARCHITECT

THE ARCHITECTURE IN CONSTRUCTION IS SUBJECT TO THE CITY OF DENVER'S REGULATIONS AND STANDARDS FOR CONSTRUCTION. THE ARCHITECT'S RESPONSIBILITY IS TO VERIFY THAT THE WORK IS IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.  
 THE ARCHITECT'S RESPONSIBILITY IS TO VERIFY THAT THE WORK IS IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS.  
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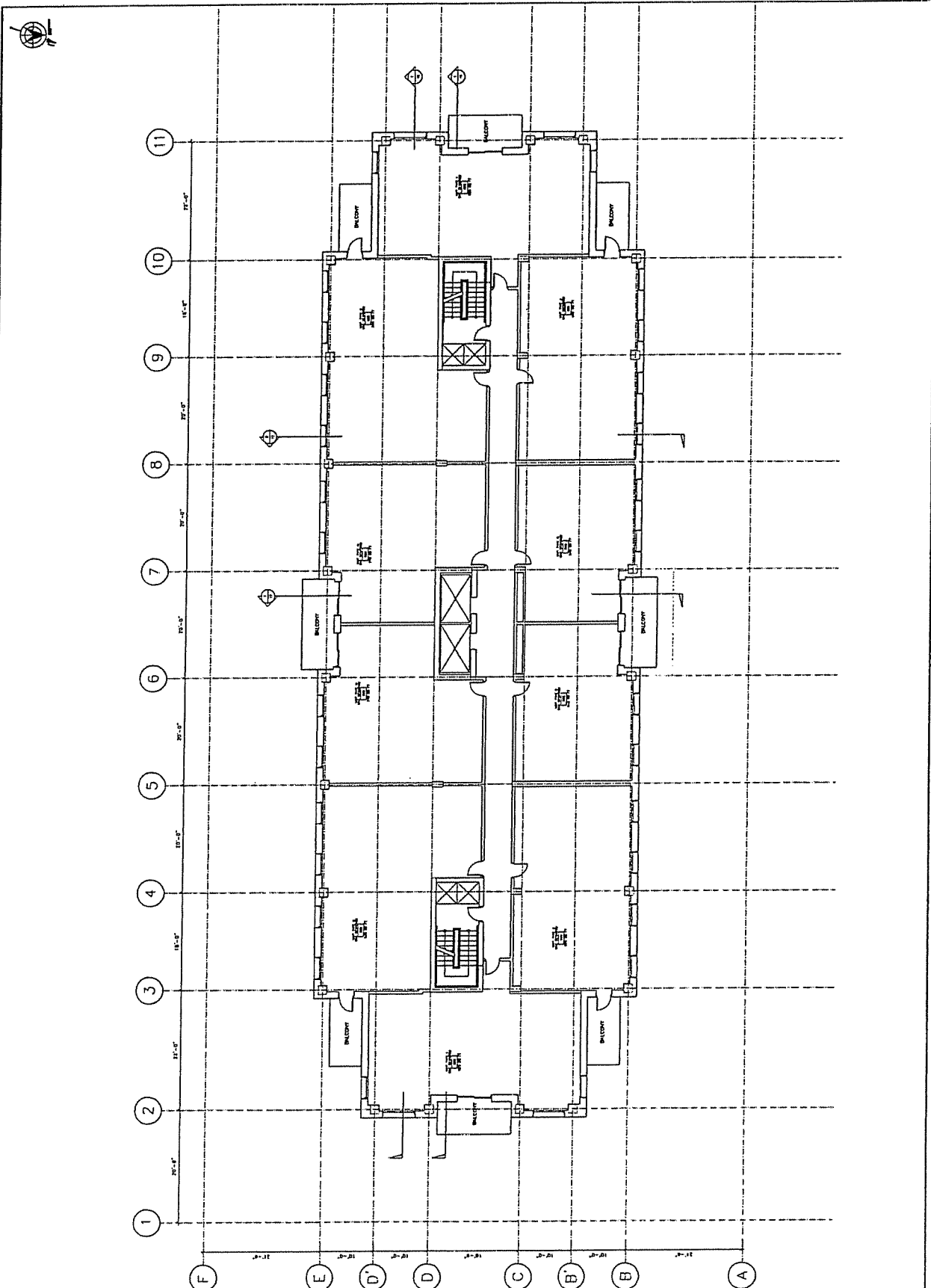
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| NO. | DATE    | DESCRIPTION        |
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| 2   | 10/1/08 | ISSUED FOR PERMITS |
| 3   | 10/1/08 | ISSUED FOR PERMITS |
| 4   | 10/1/08 | ISSUED FOR PERMITS |
| 5   | 10/1/08 | ISSUED FOR PERMITS |
| 6   | 10/1/08 | ISSUED FOR PERMITS |
| 7   | 10/1/08 | ISSUED FOR PERMITS |
| 8   | 10/1/08 | ISSUED FOR PERMITS |
| 9   | 10/1/08 | ISSUED FOR PERMITS |
| 10  | 10/1/08 | ISSUED FOR PERMITS |
| 11  | 10/1/08 | ISSUED FOR PERMITS |

**SOUTH STREET APARTMENTS**  
 5620 SOUTH STREET, NS

**FLOOR LAYOUT FLOORS 6 - 9**

|     |         |                    |
|-----|---------|--------------------|
| NO. | DATE    | DESCRIPTION        |
| 1   | 10/1/08 | ISSUED FOR PERMITS |
| 2   | 10/1/08 | ISSUED FOR PERMITS |
| 3   | 10/1/08 | ISSUED FOR PERMITS |
| 4   | 10/1/08 | ISSUED FOR PERMITS |
| 5   | 10/1/08 | ISSUED FOR PERMITS |
| 6   | 10/1/08 | ISSUED FOR PERMITS |
| 7   | 10/1/08 | ISSUED FOR PERMITS |
| 8   | 10/1/08 | ISSUED FOR PERMITS |
| 9   | 10/1/08 | ISSUED FOR PERMITS |
| 10  | 10/1/08 | ISSUED FOR PERMITS |
| 11  | 10/1/08 | ISSUED FOR PERMITS |

AB 32



1 FLOOR PLANS 6-9  
 B 1/8"=1'-0"

00836-0008



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PROJECT: SOUTH STREET APARTMENTS  
 5620 SOUTH STREET, NS  
 PHILADELPHIA, PA 19143

DATE: 08/11/09  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO: 00836-0009

**NOTES:**

1. CHECK AND VERIFY THAT ALL DIMENSIONS AND LOCATIONS ARE CORRECT, AND TO BE AS SHOWN ON THIS DRAWING, AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.
2. A FLOOR FINISH OF POLISHED CONCRETE IS INDICATED BY THE ARCHITECT.
3. ALL THE DIMENSIONS IN CONNECTION WITH THE BALCONY, STAIRS AND OTHER AREAS ARE TO BE AS SHOWN ON THIS DRAWING AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.
4. THE DIMENSIONS CONTAINED IN THIS DRAWING ARE TO BE AS SHOWN ON THIS DRAWING AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.
5. ALL DIMENSIONS ARE TO BE AS SHOWN ON THIS DRAWING AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.
6. ALL DIMENSIONS ARE TO BE AS SHOWN ON THIS DRAWING AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.
7. ALL DIMENSIONS ARE TO BE AS SHOWN ON THIS DRAWING AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.
8. ALL DIMENSIONS ARE TO BE AS SHOWN ON THIS DRAWING AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.
9. ALL DIMENSIONS ARE TO BE AS SHOWN ON THIS DRAWING AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.
10. ALL DIMENSIONS ARE TO BE AS SHOWN ON THIS DRAWING AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.
11. ALL DIMENSIONS ARE TO BE AS SHOWN ON THIS DRAWING AND TO BE AS SHOWN ON THE PREVIOUS DRAWING WITH THE WORK.

**LEGEND:**

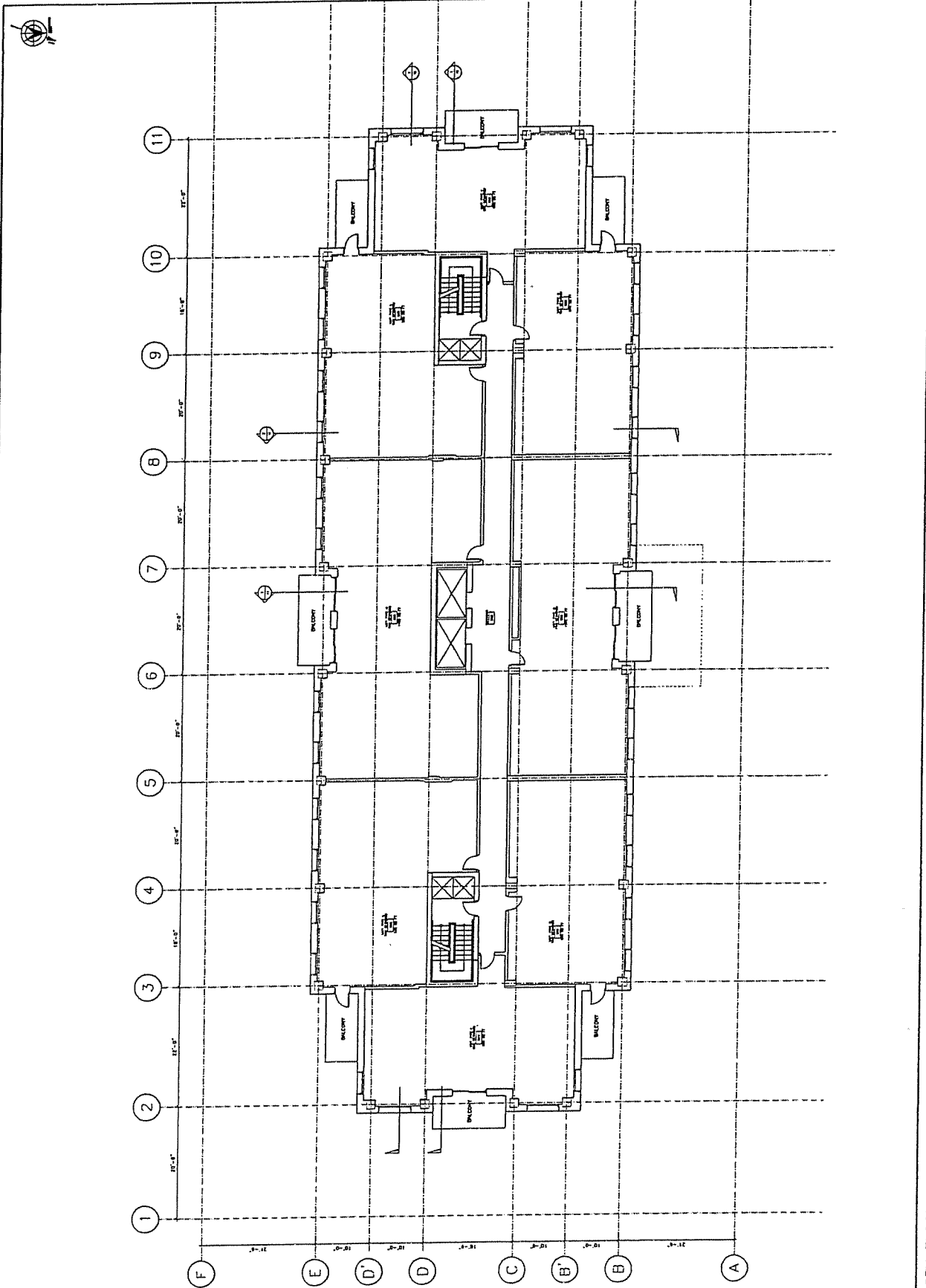
- 1. BALCONY
- 2. STAIRS
- 3. ELEVATOR
- 4. ENTRY
- 5. HALL
- 6. UNIT
- 7. UNIT
- 8. UNIT
- 9. UNIT
- 10. UNIT
- 11. UNIT

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

**SOUTH STREET APARTMENTS**  
 5620 SOUTH STREET, NS

**FLOOR LAYOUT**  
 10TH FLOOR

DATE: 08/11/09  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 PROJECT NO: 00836-0009



1 10TH FLOOR PLAN  
 1/8" = 1'-0"

00836-0009

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 Fax: (202) 778-1112  
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 Website: www.studio-works.com

PROJECT NO. 00836-0004  
 SHEET NO. A4 of 32

DATE: 10/15/10  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]

**NOTES:**

1. SEE THE CONSTRUCTION SPECIFICATIONS TO THE CONTRACT DOCUMENTS FOR ALL DETAILS AND MATERIALS TO BE USED.
2. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
3. ALL WALLS AND PARTITIONS ARE TO BE CONSTRUCTED WITH 12" CMU UNLESS NOTED OTHERWISE.
4. ALL FLOORS ARE TO BE CONSTRUCTED WITH 4" CONCRETE ON 2" GYPSUM BOARD UNLESS NOTED OTHERWISE.
5. ALL CEILING ARE TO BE CONSTRUCTED WITH 5/8" GYPSUM BOARD UNLESS NOTED OTHERWISE.
6. ALL DOORS AND WINDOWS ARE TO BE CONSTRUCTED WITH 1 3/4" SOLID CORE UNLESS NOTED OTHERWISE.
7. ALL STAIRS ARE TO BE CONSTRUCTED WITH 12" CONCRETE ON 2" GYPSUM BOARD UNLESS NOTED OTHERWISE.
8. ALL ELEVATIONS ARE TO BE CONSTRUCTED WITH 1/2" GYPSUM BOARD UNLESS NOTED OTHERWISE.
9. ALL FINISHES ARE TO BE AS NOTED ON THE FINISH SCHEDULE.
10. ALL UTILITIES ARE TO BE INSTALLED AND TESTED PRIOR TO THE START OF CONSTRUCTION.
11. ALL MECHANICAL AND ELECTRICAL SYSTEMS ARE TO BE INSTALLED AND TESTED PRIOR TO THE START OF CONSTRUCTION.
12. ALL FIRE PROTECTION SYSTEMS ARE TO BE INSTALLED AND TESTED PRIOR TO THE START OF CONSTRUCTION.
13. ALL SECURITY SYSTEMS ARE TO BE INSTALLED AND TESTED PRIOR TO THE START OF CONSTRUCTION.
14. ALL ACCESSIBILITY REQUIREMENTS ARE TO BE MET AS NOTED ON THE ACCESSIBILITY PLAN.
15. ALL ENERGY EFFICIENCY REQUIREMENTS ARE TO BE MET AS NOTED ON THE ENERGY EFFICIENCY PLAN.
16. ALL SUSTAINABILITY REQUIREMENTS ARE TO BE MET AS NOTED ON THE SUSTAINABILITY PLAN.
17. ALL LEED REQUIREMENTS ARE TO BE MET AS NOTED ON THE LEED PLAN.
18. ALL OTHER REQUIREMENTS ARE TO BE MET AS NOTED ON THE CONTRACT DOCUMENTS.

**REVISIONS:**

| NO. | DATE     | DESCRIPTION             |
|-----|----------|-------------------------|
| 1   | 10/15/10 | ISSUED FOR PERMIT       |
| 2   | 10/15/10 | ISSUED FOR CONSTRUCTION |
| 3   | 10/15/10 | ISSUED FOR CONSTRUCTION |
| 4   | 10/15/10 | ISSUED FOR CONSTRUCTION |

**PROJECT INFORMATION:**

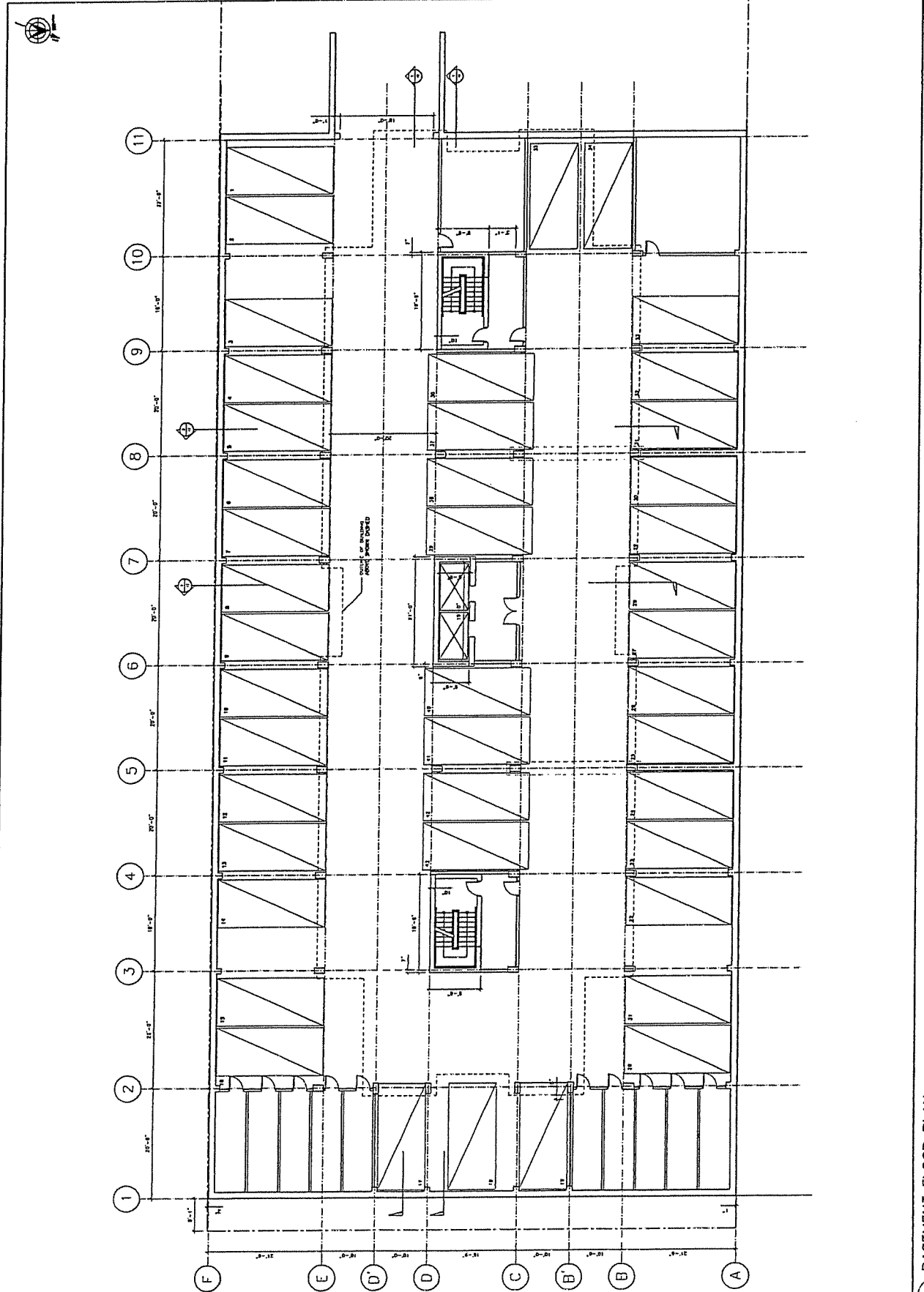
PROJECT NAME: SOUTH STREET APARTMENTS  
 PROJECT ADDRESS: 5620 SOUTH STREET, N.S.  
 PROJECT NO.: 00836-0004  
 SHEET NO.: A4 of 32

**BASEMENT FLOOR PLAN**

SCALE: 1/8" = 1'-0"

DATE: 10/15/10

PROJECT NO. 00836-0004  
 SHEET NO. A4 of 32



1 BASEMENT FLOOR PLAN  
 1/8" = 1'-0"

00836-0004

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 Suite 200  
 Raleigh, NC 27601  
 Tel: 919.877.1100  
 Fax: 919.877.1101  
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IT IS THE OBLIGATION OF THE CONTRACTOR TO VERIFY ALL CONDITIONS AND RECORD ALL CONDITIONS AND TO REPORT ALL VARIATIONS AND ANOMALIES TO THE ARCHITECT PRIOR TO PROCEEDING WITH THE WORK.

ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS AND TO BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ALL APPLICABLE REGULATIONS AND ORDINANCES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS FOR THE WORK AND FOR THE SOLE PURPOSE OF THE CONTRACT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL JURISDICTIONS FOR THE WORK.

**NOTES:**  
 1. REFER TO ALL DRAWINGS FOR COMPLETE SPECIFICATIONS.  
 2. ALL WORK SHALL BE IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS AND TO BE COMPLETED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ALL APPLICABLE REGULATIONS AND ORDINANCES.

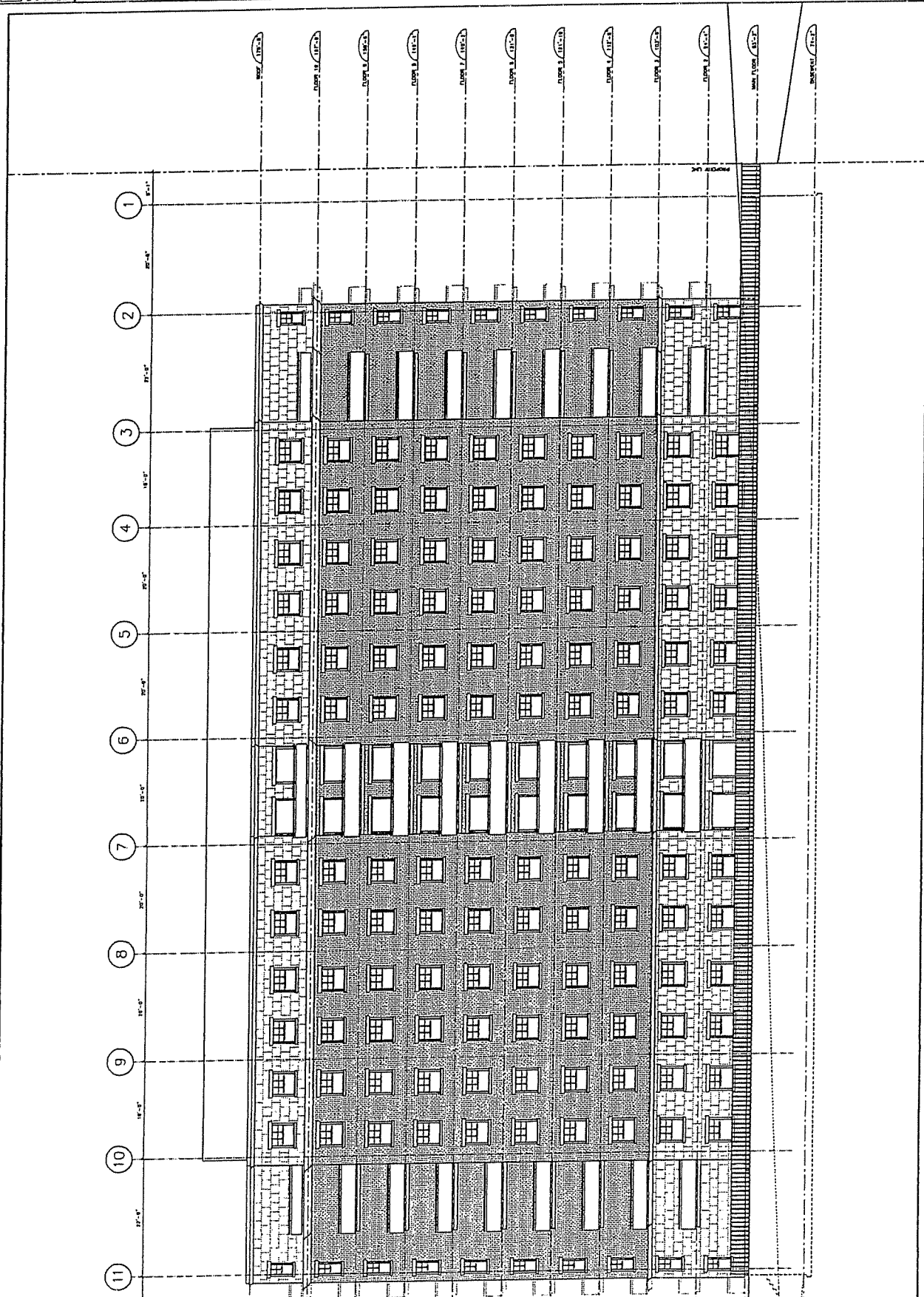
| NO. | DESCRIPTION        | DATE     |
|-----|--------------------|----------|
| 1   | ISSUED FOR PERMITS | 10/15/13 |
| 2   | ISSUED FOR PERMITS | 10/15/13 |
| 3   | ISSUED FOR PERMITS | 10/15/13 |
| 4   | ISSUED FOR PERMITS | 10/15/13 |
| 5   | ISSUED FOR PERMITS | 10/15/13 |
| 6   | ISSUED FOR PERMITS | 10/15/13 |
| 7   | ISSUED FOR PERMITS | 10/15/13 |
| 8   | ISSUED FOR PERMITS | 10/15/13 |
| 9   | ISSUED FOR PERMITS | 10/15/13 |
| 10  | ISSUED FOR PERMITS | 10/15/13 |
| 11  | ISSUED FOR PERMITS | 10/15/13 |

**SOUTH STREET APARTMENTS**  
 5620 SOUTH STREET, NS

**SOUTH ELEVATION**

Scale: 1/8" = 1'-0"

Sheet: A15 of 32



1 SOUTH ELEVATION  
 1/8" = 1'-0"

00836-0013

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 INTERNATIONAL LTD.  
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 Toronto, Ontario M5G 1B7  
 Tel: (416) 593-1100  
 Fax: (416) 593-1101  
 Email: info@studio-works.com  
 Website: www.studio-works.com

Project Name: SOUTH STREET APARTMENTS  
 Project No: 10000000000000000000  
 Date: 2011-01-01  
 Scale: 1/8" = 1'-0"

Architect: STUDIO WORKS  
 Structural Engineer: [Blank]  
 Mechanical Engineer: [Blank]  
 Electrical Engineer: [Blank]  
 Plumbing Engineer: [Blank]  
 Fire Protection Engineer: [Blank]

Contractor: [Blank]  
 Subcontractors: [Blank]

Client: [Blank]  
 Address: 5620 SOUTH STREET, N.S.  
 City: [Blank]  
 State: [Blank]  
 Zip: [Blank]

Project Description: [Blank]

Notes:  
 - CHECK AND VERIFY THAT ALL WORK IS DONE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ALL APPLICABLE CODES AND REGULATIONS.  
 - VERIFY THE QUALITY OF MATERIALS AND WORKMANSHIP.  
 - VERIFY THE PROGRESS OF CONSTRUCTION AND THE COMPLETION OF THE PROJECT.  
 - VERIFY THE PROGRESS OF CONSTRUCTION AND THE COMPLETION OF THE PROJECT.

Scale: 1/8" = 1'-0"

Sheet No: A13 of 32

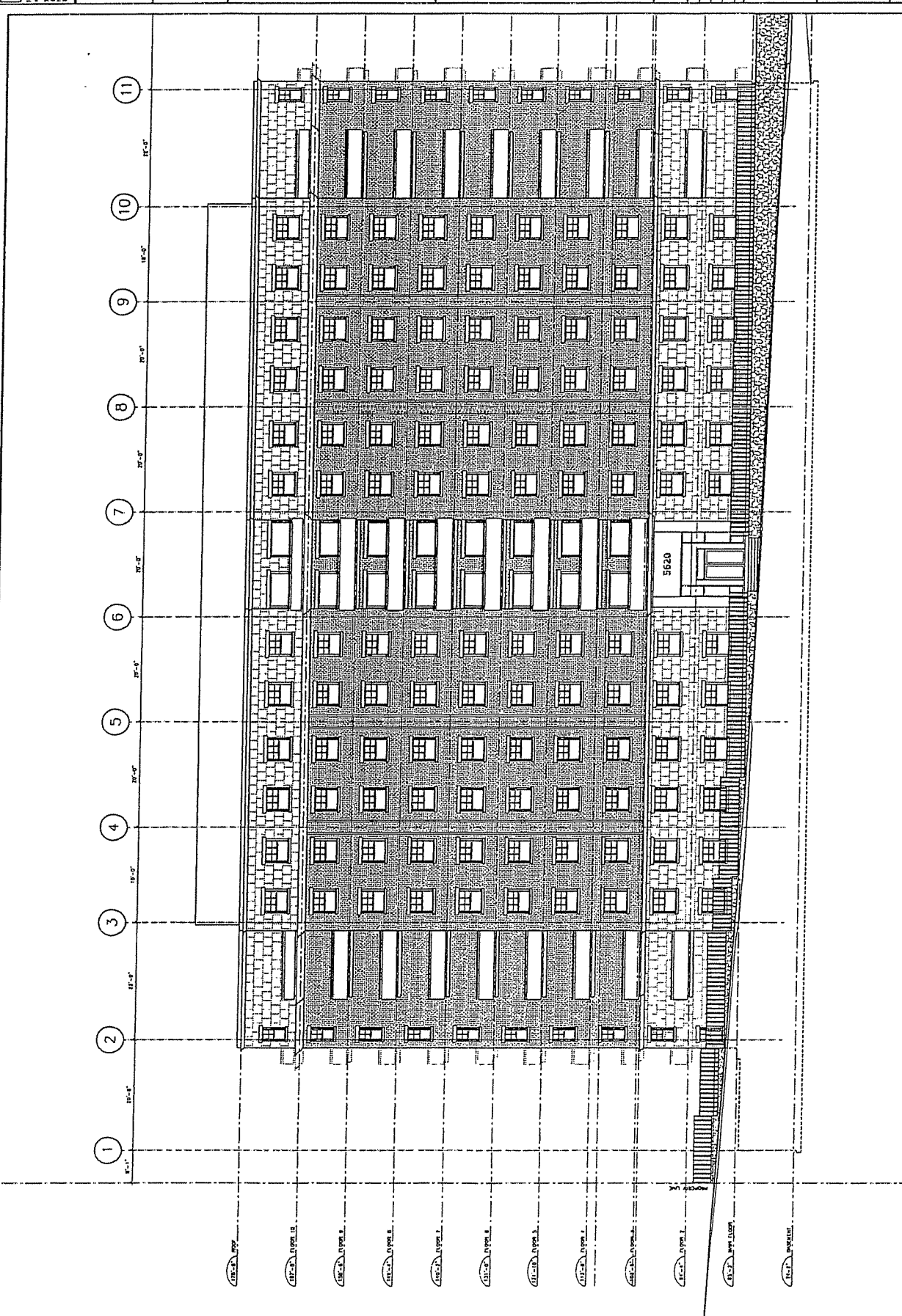
Project No: [Blank]

Project Name: SOUTH STREET APARTMENTS  
 Address: 5620 SOUTH STREET, N.S.

Project Description: NORTH ELEVATION

Scale: 1/8" = 1'-0"

Sheet No: A13 of 32



1 NORTH ELEVATION  
 1/8" = 1'-0"

00836-0011

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DATE: 08/14/14  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT: SOUTH STREET APARTMENTS

SCALE: 1/8" = 1'-0"

**NOTES:**

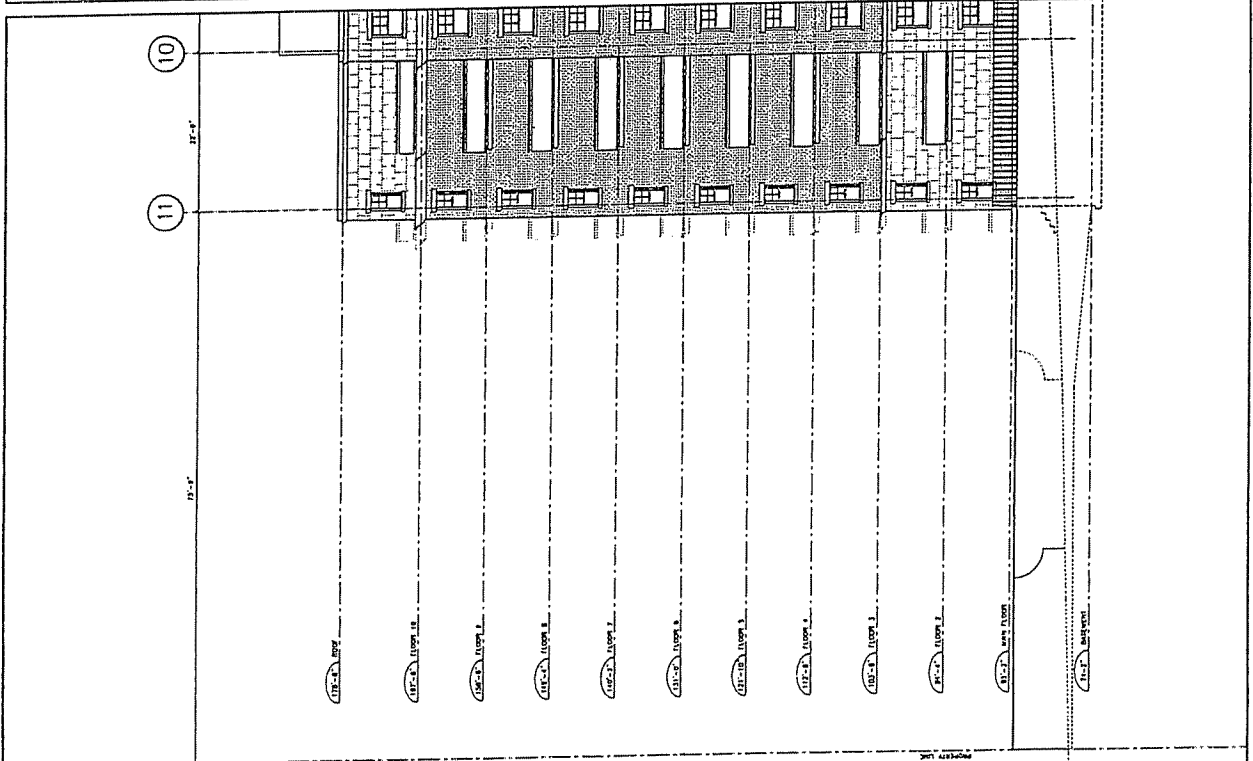
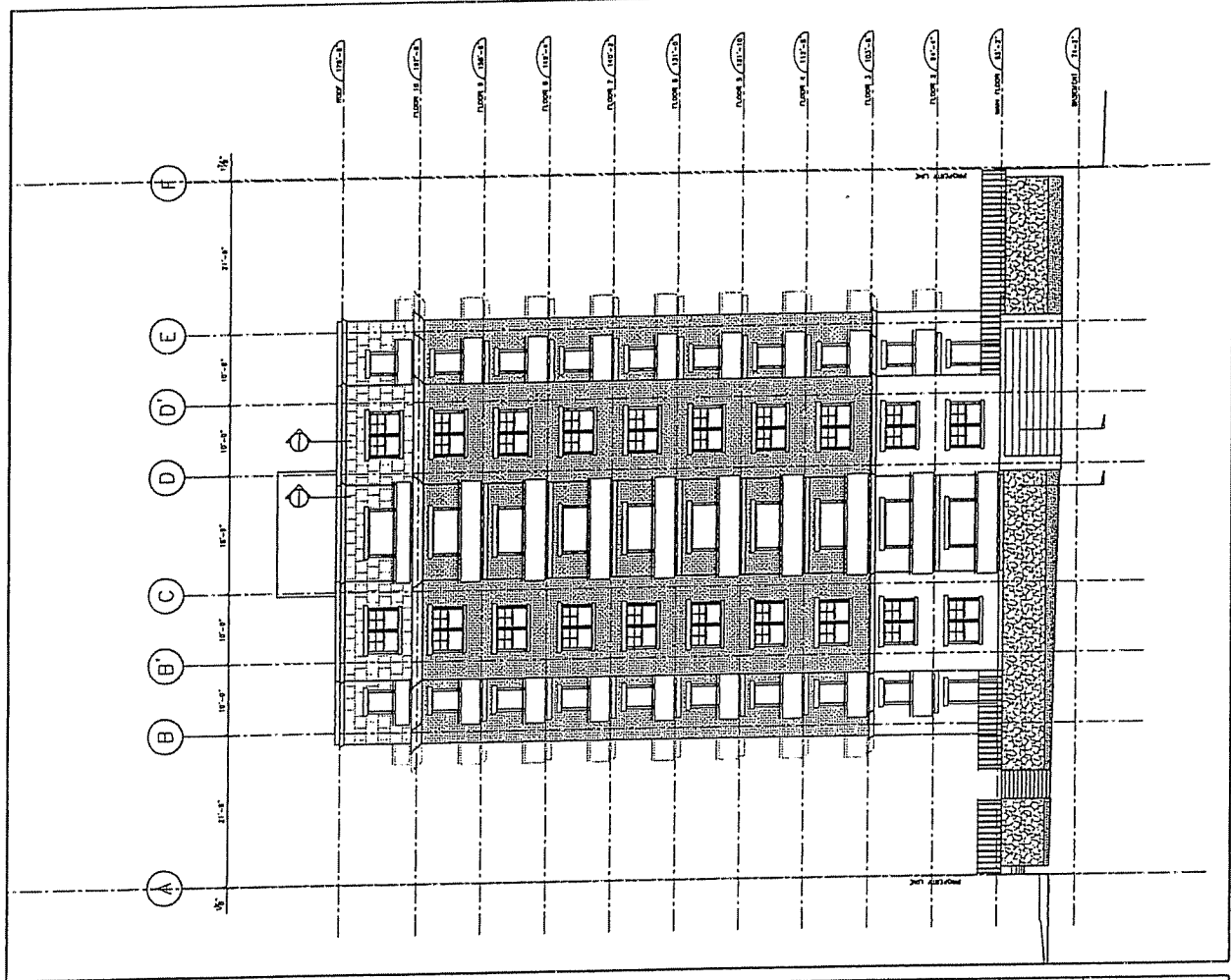
1. SEE THE CONTRACT DOCUMENTS FOR ALL CONDITIONS OF CONTRACT AND SPECIFICATIONS.
2. CHECK AND VERIFY THAT ALL MATERIALS AND METHODS OF CONSTRUCTION ARE IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND THE LATEST EDITIONS OF THE BUILDING CODES AND REGULATIONS WITH THE AGENCY.
3. A VENDOR SCHEDULE OF DELIVERIES SHOULD BE SUBMITTED BY THE SUBCONTRACTOR WITH ALL ARCHITECTURAL CONSTRUCTION MATERIALS, MECHANICAL AND ELECTRICAL MATERIALS AND EQUIPMENT TO THE PROJECT SITE AT THE START OF THE PROJECT.
4. THE INFORMATION CONTAINED ON THIS DRAWING IS THE PROPERTY OF STUDIO WORKS. IT IS TO BE USED ONLY FOR THE PROJECT AND FOR THE SOLE BENEFIT OF THE CONTRACTOR. ANY REPRODUCTION OR DISTRIBUTION OF THIS DRAWING WITHOUT THE WRITTEN PERMISSION OF STUDIO WORKS IS STRICTLY PROHIBITED.

**LEGEND:**

- A. 1/8" = 1'-0"
- B. 1/16" = 1'-0"
- C. 1/32" = 1'-0"

**PROJECT:**  
 SOUTH STREET APARTMENTS  
 5620 SOUTH STREET, NS  
 WEST ELEVATION and PARTIAL SOUTH ELEVATION

| NO. | DESCRIPTION             | DATE     |
|-----|-------------------------|----------|
| 1   | ISSUED FOR PERMITS      | 08/14/14 |
| 2   | ISSUED FOR CONSTRUCTION | 08/14/14 |



2 WEST ELEVATION  
 1/8" = 1'-0"

1 PARTIAL SOUTH ELEVATION  
 1/8" = 1'-0"

00836-0014

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 Suite 100  
 Scarborough, Ontario M1V 4Y7  
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 Fax: (416) 291-1112  
 Email: info@studio-works.com  
 Web: www.studio-works.com

Project Name: South Street Apartments  
 Project No: 100-100-100-100  
 Drawing No: A14 or 32  
 Date: 10/10/10

**NOTES**

IT IS THE CONTRACTOR'S RESPONSIBILITY TO:

- CHECK AND VERIFY THAT ALL MATERIALS AND WORKMANSHIP ARE AS SHOWN ON THE DRAWINGS AND TO REPORT ON ANY DISCREPANCIES TO THE ARCHITECT IMMEDIATELY UPON DISCOVERY.
- AVOID COLLISION OF ELEMENTS EXCEPT AS PERMITTED BY THE ARCHITECT.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY FOR THE PROJECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY FOR THE PROJECT.

**LEGEND**

|    |           |
|----|-----------|
| 1  | CONCRETE  |
| 2  | BRICK     |
| 3  | GLASS     |
| 4  | WOOD      |
| 5  | IRON      |
| 6  | STEEL     |
| 7  | ALUMINUM  |
| 8  | CERAMIC   |
| 9  | PAINT     |
| 10 | LANDSCAPE |
| 11 | ROOF      |

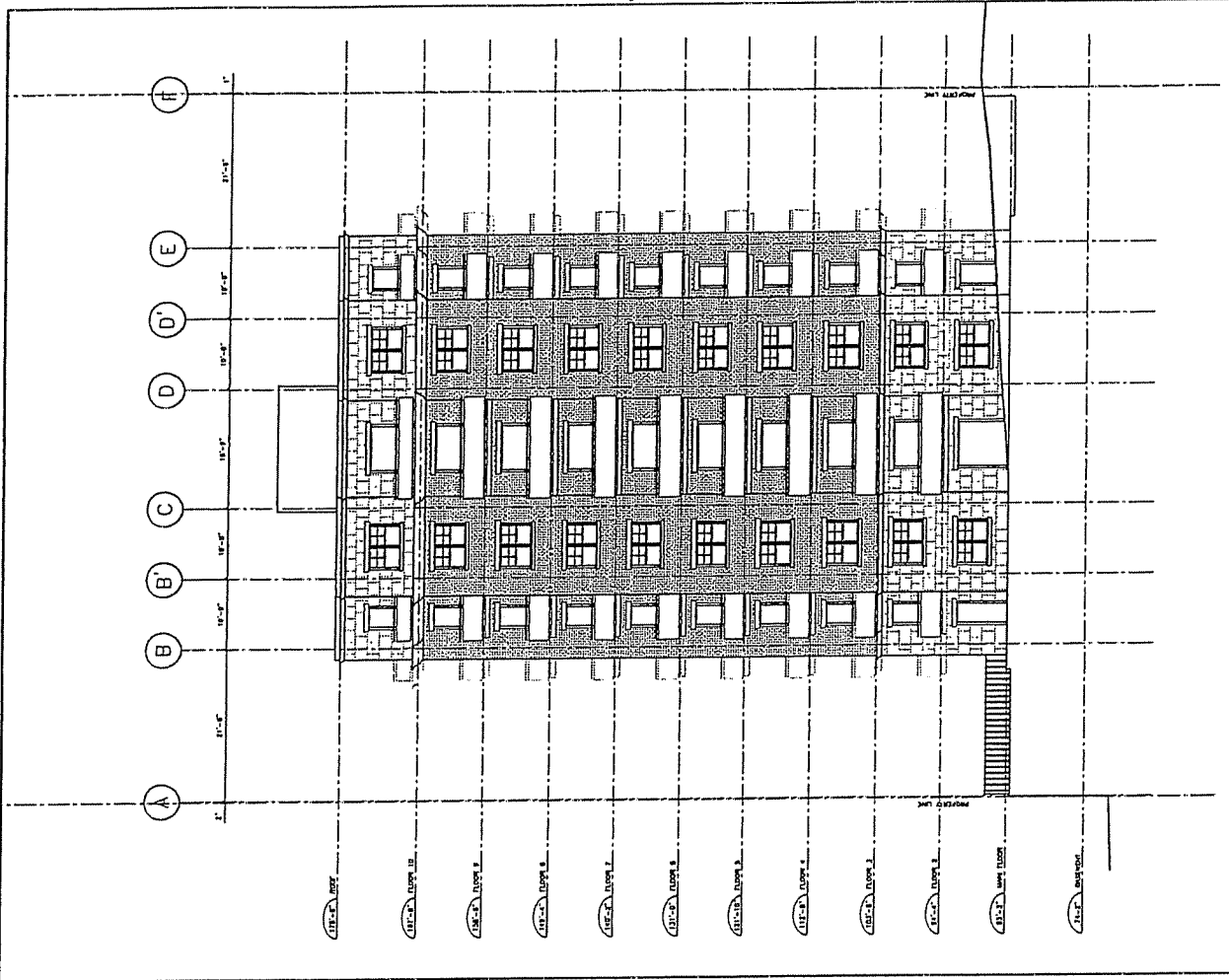
**PROJECT INFORMATION**

**SOUTH STREET APARTMENTS**  
 5600 SOUTH STREET, N.S.

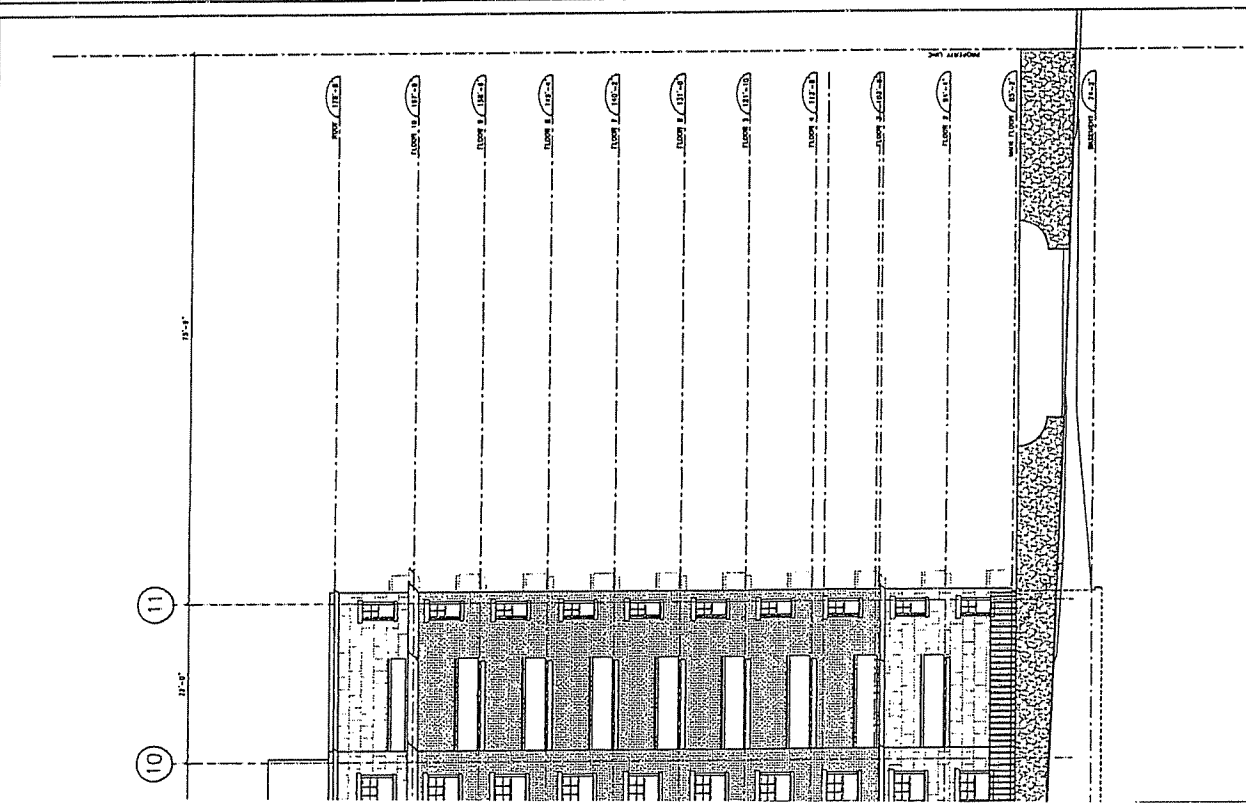
**EAST ELEVATION and PARTIAL NORTH ELEVATION**

Scale: 1/8" = 1'-0"

Sheet No: A14 or 32

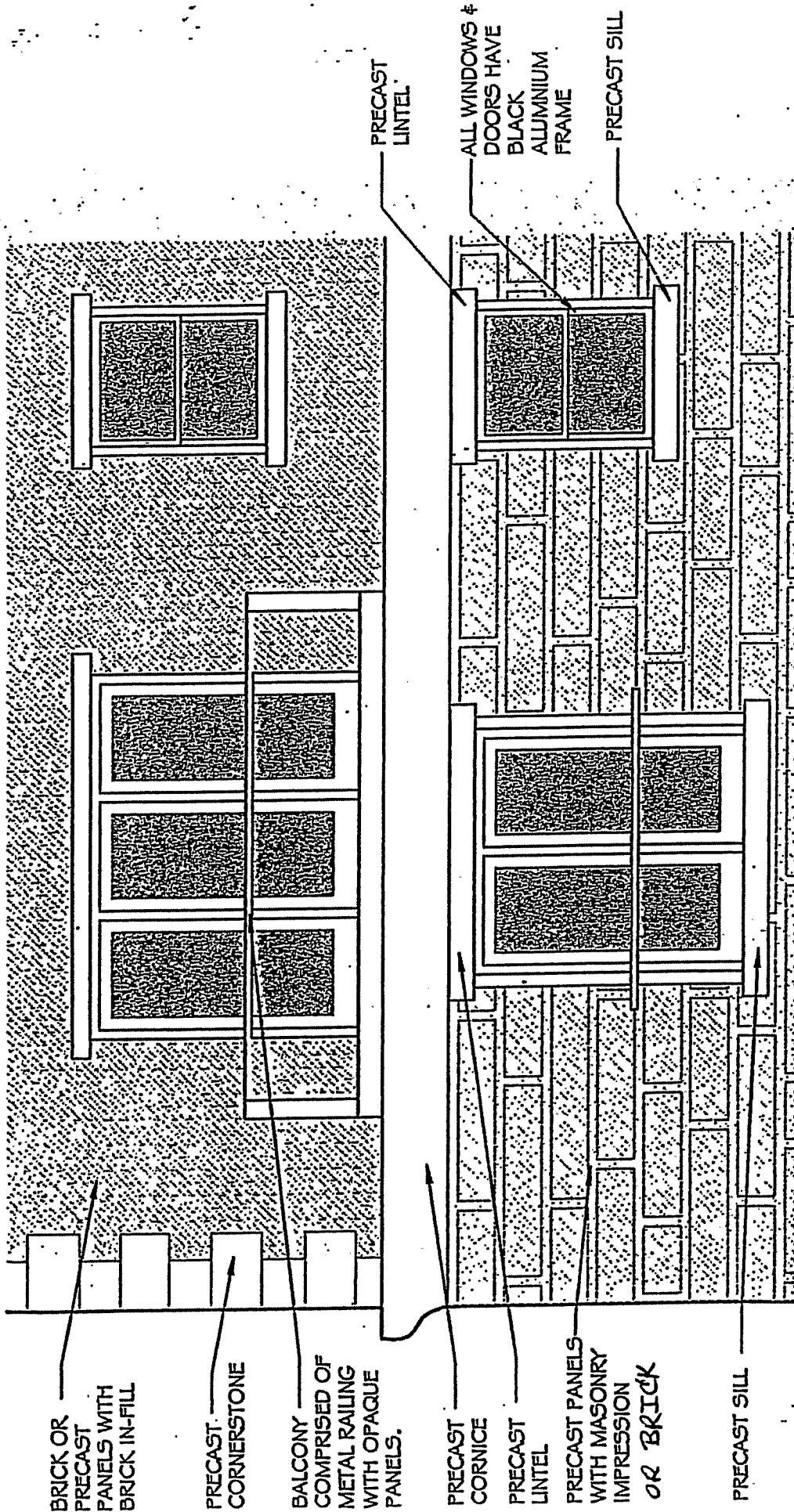


2 EAST ELEVATION  
 1/8" = 1'-0"



1 PARTIAL NORTH ELEVATION  
 1/8" = 1'-0"

00836-0012



BRICK OR  
PRECAST  
PANELS WITH  
BRICK IN-FILL

PRECAST  
CORNERSTONE

BALCONY  
COMPRISED OF  
METAL RAILING  
WITH OPAQUE  
PANELS.

PRECAST  
CORNICE

PRECAST  
LINTEL

PRECAST PANELS  
WITH MASONRY  
IMPRESSION  
OR BRICK

PRECAST SILL

PRECAST  
LINTEL

ALL WINDOWS &  
DOORS HAVE  
BLACK  
ALUMINIUM  
FRAME

PRECAST SILL

Schedule M1  
5620 South Street  
MATERIAL DETAILS  
SCALE: 1/4" = 1'-0"

Development Agreement Proposal  
5620 South Street

May 19, 2004  
Property Owner: Amalthea Holdings Ltd

00836-0019

## Attachment C

### Recent Development History

The following is a chronology of events relating to the property under the current application.

- April 26, 2000 Development Permit issued for 85 unit apartment building (11 floors).
- September 7, 2000 Development Permit issued for 133 unit apartment building (11 floors).
- January 3, 2001 Development Permit issued for 152 unit apartment building (11 floors).
- March 9, 2001 Development Permit issued for 186 unit apartment building (11 floors).
- July 16, 2001 Peninsula Community Council approved an increase to the height precinct from 100' to 190' in order to permit a 19-storey +/- building.
- February 25, 2002 Utility and Review Board overturns Council's decision.
- May 13, 2002 Variance granted to allow 211 unit apartment building.
- August 9, 2002 Development Permit issued for 211 unit apartment building subject to lot consolidation (11/12 floors).
- February 26, 2003 Nova Scotia Court of Appeal reinstates Council's decision.
- February 23, 2004 Development Permit issued for 197 unit apartment building (10/23 floors).
- July 13, 2004 Halifax Regional Council adopted amendments to the Halifax Municipal Planning Strategy and Peninsula Halifax Land Use By-law to permit three apartment buildings by development agreement under Case 00614.
- August 7, 2004 The amendments to the Halifax Municipal Planning Strategy and Peninsula Halifax Land Use By-law became effective having been reviewed by Service Nova Scotia and Municipal Relations as per Section 208 of the Municipal Government Act.
- September 13, 2004 Peninsula Community Council approved a modified version of the development agreement.
- November 9, 2004 Amendments to the Halifax MPS South End Area Height Precincts.
- April 1, 2005 Application to amend the existing agreement.
- April 28, 2005 Public Information Meeting.
- September 12, 2005 Peninsula Community Council holds a Public Hearing but the Applicant withdraws the application prior to the end of the Public Hearing.
- October 3, 2005 Application to amend the existing agreement.



THIS AGREEMENT made this 10 day of January, 2004<sup>5</sup>

BETWEEN:

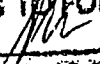
**AMALTHEA HOLDINGS LIMITED**  
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

APPROVED  
AS TO FORM  
  
~~Municipal Solicitor~~

**WHEREAS** the developer wishes to obtain permission to construct a three apartment buildings at 5620 South Street ( LRIS PID No. 41030727), pursuant Policy 7.6.6 to Section V of the Halifax Municipal Planning Strategy and Section 94(1) of the Halifax Peninsula Land Use By-law;

**AND WHEREAS** the Developer warrants that it is the registered owner of the lands described in Schedule A hereto (hereinafter called the "Lands")

**AND WHEREAS** a condition of the granting of approval of Council is that the Developer enter into an agreement with the Halifax Regional Municipality;

**AND WHEREAS** the Peninsula Community Council of Halifax Regional Municipality, at its meeting on the 13<sup>th</sup> day of September 2004, approved the said agreement to allow three apartment buildings on the lands subject to the registered owner of the lands described herein entering into this agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH THAT** in consideration of the granting by the Municipality of the development agreement requested by the Developer, the Developer agrees 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 and use of the Lands shall comply with the requirements of the Halifax Peninsula Land Use By-law and the Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other Bylaws, Statutes and Regulations**

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 Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

### **1.4 Conflict**

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.

### **1.5 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 regulations, by-laws or codes applicable to any lands owned by the Developer.

### **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 AND DEVELOPMENT PROVISIONS**

### **2.1 Schedules / Use of Lands**

The Developer shall develop and use the lands for no purpose other than three apartment buildings on three lots containing a maximum total of 162 dwelling units which, in the opinion of the Development Officer, is substantially in conformance with Plans No.024-035 filed in the Halifax Regional Municipality Planning and Development Services as Case 00614 and are attached as the following Schedules to this Agreement:

|              |                                   |
|--------------|-----------------------------------|
| Schedule "A" | Legal Description of the Lands    |
| Schedule "B" | Survey Plan (024)                 |
| Schedule "C" | Parking level 1 (025)             |
| Schedule "D" | Parking level 2 (026)             |
| Schedule "E" | Parking level 3 (027)             |
| Schedule "F" | Ground Floor Plan (028)           |
| Schedule "G" | Levels 2-7 (029)                  |
| Schedule "H" | Level 8-9 (030)                   |
| Schedule "I" | Level 10 (031)                    |
| Schedule "J" | North Elevation (032)             |
| Schedule "K" | Rear Elevation (033)              |
| Schedule "L" | East Elevations (034)             |
| Schedule "M" | West and Typical Elevations (035) |
| Schedule "N" | Material Details                  |

### **2.2 Architectural Requirements**

- (a) The building shall be clad in precast concrete simulating sandstone and red brick or a combination of precast and traditional masonry construction provided that the appearance of the building as shown on Schedules J - N is unaltered and red brick is used.
- (b) Detailing as shown on Schedules J - N shall be required.
- (c) The dwelling units shall not contain any non-habitable rooms, which in the opinion of the Development Officer, could be converted to or used as habitable rooms.
- (d) Balconies and podium fencing shall have decorative steel or aluminium rails and balustrades or equivalent. No exposed wolmanized lumber is to be used.
- (e) The exposed parking garage faces shall be grey architecturally textured concrete or finished in coloured stucco or equivalent.
- (f) There will be no vinyl or aluminum siding on the building.

- (g) A separation wall or fence shall be constructed on the lands along the front lot line. The developer shall submit a plan of the separation wall or fence to the Development Officer for approval as part of the development permit application and shall be subject to a non-substantial amendment to this agreement before a development permit may be issued.
- (h) The complete underground parking structure containing a minimum of 124 spaces shall be built as part of the first building.
- (i) Each building shall contain a minimum of 12 one bedroom units and 2 two bedroom units.
- (j) Bachelor units shall be limited to one bathroom and shall not include powder rooms or similar facilities.
- (k) For greater certainty, access to the site shall be from South Street only as shown on Schedule C.

### **2.3 Height**

Any building constructed on the lands shall not exceed 181 feet in height above sea level nor penetrate a view plane.

### **2.4 Density**

The total number of habitable rooms located in all buildings constructed on the lands shall not exceed 210. Building A, as shown on Schedule F, may contain no more than 67 habitable rooms. Building B, as shown on Schedule F, may contain no more than 67 habitable rooms. Building C, as shown on Schedule F, may contain no more than 76 habitable rooms. Additional one and two bedroom units may be created in exchange for bachelor units provided the density does not exceed 250 persons per acre and the parking provisions of the land use by law are met.

### **2.5 Land Use By-law**

For greater certainty, the provisions of the peninsula land use by-law shall apply with the exception of unit mix (44C), setbacks and angle controls (47(2)-(5)) and open space (48(2)) which are altered only to the extent indicated on Schedules C - N or as specifically indicated in this agreement.

## **2.6 Solid Waste Facilities**

Designated space within the building shall be included for three stream (refuse, recycling and composting) source separation services and storage. This designated space for source separation services and storage shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with the General Manager of Solid Waste Resources.

## **2.7 Signs**

Signs shall be limited to those permitted by the R-3 zone.

## **2.8 Surveyor and Engineering Certification**

2.8.1 Prior to the issuance of a Development Permit for Building A, the Developer shall provide to the Development Officer written certification from a professional surveyor that the development does not violate section 24 of the Halifax Peninsula Land Use By-law. Prior to the issuance of an Occupancy Permit for Building A, the Developer shall provide to the Development Officer written certification from a professional surveyor that the development does not violate section 24 of the Halifax Peninsula Land Use By-law.

## **2.9 Landscaping**

2.9.1 The developer shall submit a landscape plan for the lands including a cost estimate, prepared and sealed by a Landscape Architect in good standing with the Atlantic Provinces Association of Landscape Architects, to the Development Officer for approval as part of the first development permit application and shall be subject to a non-substantial amendment to this agreement before any development permit may be issued. The intent of the landscaping is to provide aesthetic enhancement.

2.9.2 Landscaping shall be provided consisting of a minimum of upright shrubs with a minimum height of 60 cm. (2 ft.) in continuous planting beds and groundcover. The developer shall ensure that all soft landscape areas not planted with shrubs are to be sodded and the sod is to conform to the Canadian Nursery Sod Growers' Specifications. The developer shall ensure that all plant material is to conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards.

2.9.3 Landscaping shall be provided on the podium in order to provide some screening for the users. The shrub material is to be a minimum of 50% coniferous for year round cover. The podium may include sufficient and appropriate decorative seating.

- 2.9.4 It is the responsibility of the developer to ensure that the underground parking structure is to be capable of supporting loads for drainage gravel or an appropriate drainage system over the extent of the landscape podium plus topsoil for sod, shrubs and flowers, all of which is in addition to the anticipated mature weight of the plant material.
- 2.9.5 Landscaping may include containers planted with ornamental trees, shrubs and perennials/annuals.
- 2.9.6 All landscaping, including any interim landscaping required by clause 2.9.8, shall be completed for each lot prior to the issuance of the occupancy permit for such lot. Proof of completion shall be in the form of certification by a Landscape Architect in good standing with the Atlantic Provinces Association of Landscape Architects indicating that the landscaping has been done in accordance with the landscape plan approved as a non-substantial amendment to this agreement. An occupancy permit may be issued where the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable letter of credit, with an automatic renewal clause, issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work and receipt of certification by a Landscape Architect in good standing with the Atlantic Provinces Association of Landscape Architects indicating that the landscaping has been done in accordance with the landscape plan approved as a non-substantial amendment to this agreement.
- 2.9.7 Where an occupancy permit has been issued prior to completion of the landscaping, the Developer shall complete the said landscaping within six months of issuance of the occupancy permit or by September 1 of the year in which the occupancy permit was issued, whichever is earlier. If the Developer fails to complete the said landscaping within the specified period, the Municipality may use the security deposit to complete the landscaping as set out in this section of this agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work.
- 2.9.8 In the event that the three buildings are not constructed at the same time, the landscape plan required by clause 2.9.1 shall show how each of the lot(s) which will not be built on, will be landscaped in the interim. At a minimum the unbuilt lots shall be sodded and the sod is to conform to the Canadian Nursery Sod Growers' Specifications or equivalent landscaping.

2.9.9 The interim landscaping required by clause 2.9.6 shall not be required for the lot(s) upon which construction has commenced. For the purpose of this section, commencement of construction shall mean the pouring of the second floor slab of the building.

## **2.10 Non-Substantial Amendments**

The following items are considered by both parties to be non-substantial matters and may be amended by resolution of the Peninsula Community Council:

- (a) changes to the architectural detailing as shown on Schedules J - N;
- (b) approval of a landscape plan;
- (c) approval of the separation wall or fence along the front of the lands abutting South Street;  
and
- (d) changes to the order of construction of the buildings provided that the complete underground parking structure shall be built at part of the first building.

## **2.11 Substantial Amendments**

Amendments to any matters not identified under section 2.10 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

## **2.12 Maintenance**

The Developer shall maintain and keep in good repair all portions of the development on the Lands, in accordance with the terms of this agreement, including but not limited to, the interior and exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and any landscaping as well as be responsible for litter control, garbage removal and snow removal/salting of walkways and driveways.

## **2.13 Superintendent**

A live-in superintendent shall be provided in each building.

## **PART 3: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **3.1 Registration**

A copy of this Agreement and every amendment and discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall pay for the registration cost incurred in recording such documents.

### **3.2 Subsequent Owners**

This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement.

### **3.3 Commencement of Development**

In the event that construction of:

Building C, as shown on Schedule F has not commenced within two years  
Building B, as shown on Schedule F has not commenced within three years  
Building A, as shown on Schedule F has not commenced within four years

from the date of registration of this Agreement at the Registry of Deeds, the Municipality may, by resolution of Council, either discharge this Agreement whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction of each building. For the purpose of this section, commencement of construction of Building C shall mean the pouring of the footing and foundation for the development. For the purpose of this section, commencement of construction of Buildings A and B shall mean the pouring of the second floor slab of each building.

### **3.4 Completion of Development**

Upon the completion of the development or portions thereof, or within five years from the date of registry of this Agreement with the Registry of Deeds, whichever time period is less, 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 in accordance with clause 2.11;
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended.



### **3.5 Issuance of Permits**

The Municipality shall issue the necessary permits for the development upon the expiration of the fourteen day appeal period under Section 249 of the Municipal Government Act, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken; provided, however, that the Municipality shall not issue any occupancy permit for the development unless and until the development specified in the plans referred to in Part 2 hereof has been completed substantially in accordance with the said plans and the requirements of this Agreement have been met.

## **PART 4: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **4.1 Access**

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 seven (7) days of receiving such a request.

### **4.2 Failure or Default**

If the Developer fails to observe or perform any covenant or 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 defence based upon the allegation that damages would be an adequate remedy;
- b. the Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property 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; and/or
- d. in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

IN WITNESS WHEREOF the parties hereto have properly executed this Agreement as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

per: Michael C. Howe

per: \_\_\_\_\_

Sealed and delivered and attested  
by the proper signing officers of  
Halifax Regional Municipality  
duly authorized on that behalf  
in the presence of

Paul Chute

per: \_\_\_\_\_

per: Ken Benoit

) AMALTHEA HOLDINGS LIMITED

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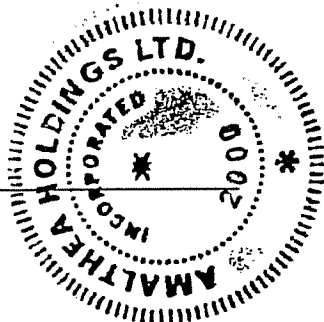
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Per Steve Tomicic



) HALIFAX REGIONAL MUNICIPALITY

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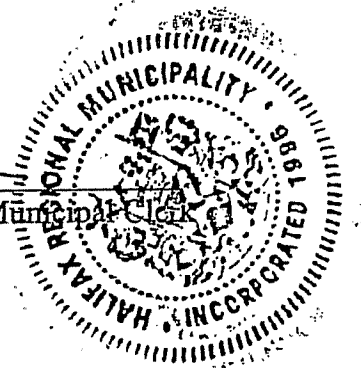
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Per [Signature]  
Mayor

Jan Gibson

Municipal Clerk



## SCHEDULE "A"

**ALL THAT CERTAIN** Lot of land, shown as Lot Y-S-T on a Plan prepared by K.W.Robb & Associates Ltd., Nova Scotia Land Surveyors and signed by K.W.Robb, Nova Scotia Land Surveyor, which said Plan is dated the 7<sup>th</sup> day of December, 2000. and revised to date the 1<sup>st</sup> day of May, 2001; which said Plan is titled: "Plan of survey showing Lots "Y-S-T" & "D-11-9", Right-of-Way "B" and Easement "B"; a Subdivision of Lands of the Governors of Dalhousie College & University and Irving Oil Company Limited and George F. W. Young, South Street and Fenwick Street at Halifax, Halifax County, Nova Scotia", and which said Lot "Y-S-T" may be more particularly described as follows:

**COMMENCING** at Nova Scotia Control Monument No. 4843, as shown on said Plan.

**THENCE** N76°-23'-18E, a distance of 452.48 feet unto the north-eastern corner of Civic 5644 South Street.

**THENCE** N70°-12'-04"E along the southern street-line of South Street, a distance of 6.00 unto the **PLACE OF BEGINNING** of Lot "Y-S-T" under description.

**THENCE** to continue N70°12'-04"E along said southern street-line of South Street, a distance of 282.50 feet.

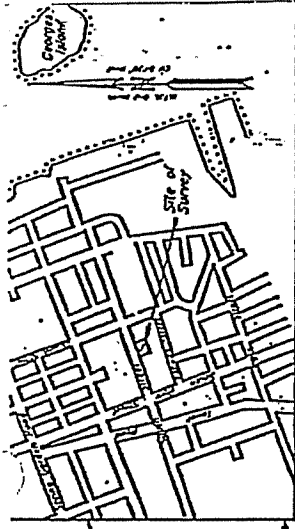
**THENCE** S19°-47'-56"E, bounded on the east by Lot D-11-9, Lands of the Governors of Dalhousie College and University, a distance of 100.00 feet.

**THENCE** S70°-12'-10"W, bounded on the south by said Lot D-11-9, a distance of 283.68 feet.

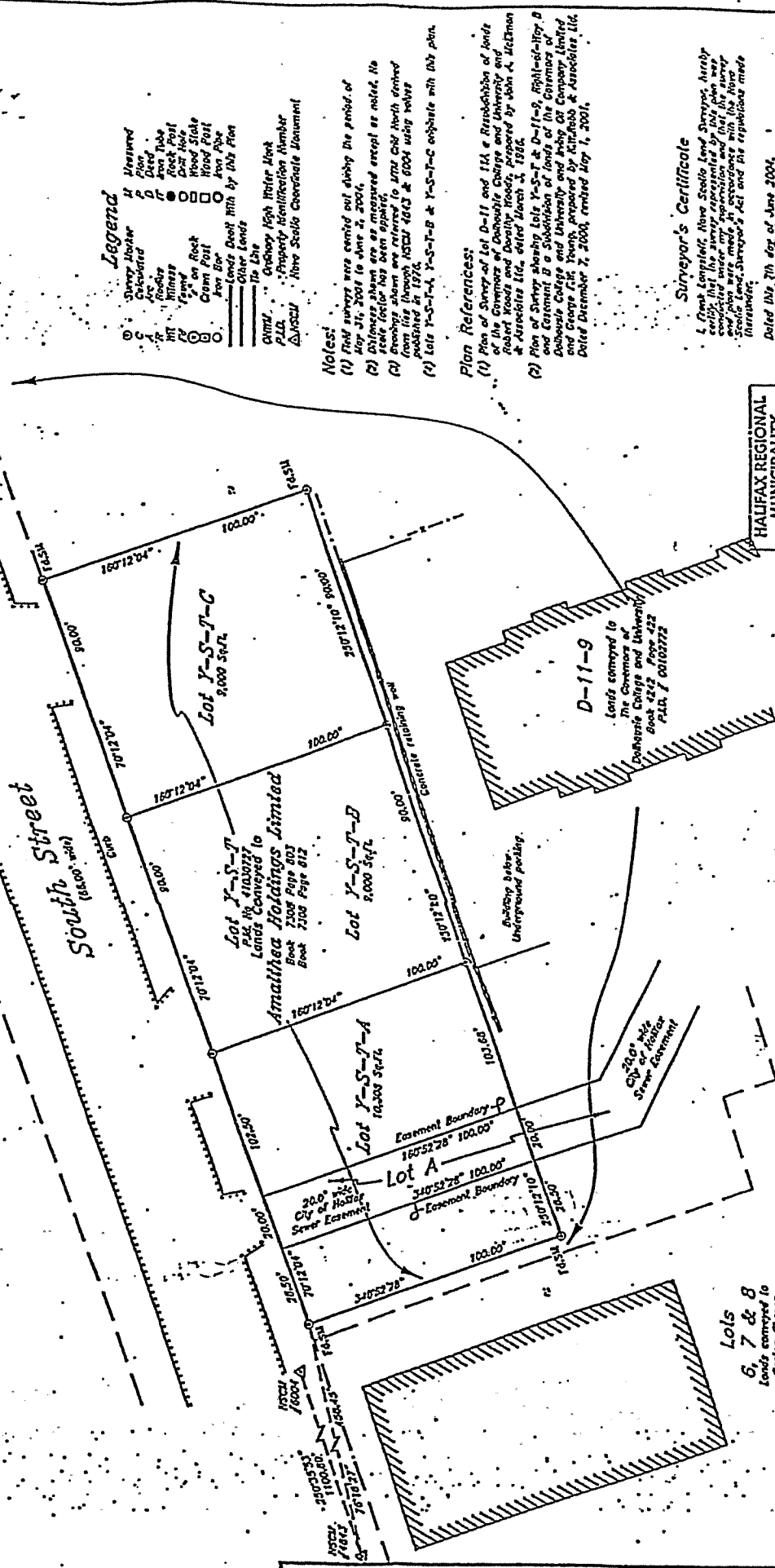
**THENCE** N19°-07'-32"W, bounded on the west by said Lot D-11-9, a distance of 100.00 feet unto the **PLACE OF BEGINNING** of Lot "Y-S-T" under description.

**CONTAINING**: 28,308 square feet.

**BEARINGS** are referred to the Nova Scotia 3° Modified Transverse Mercator Grid, 1976 adjustment, Zone 5, Central Meridian 64°-30'W.



Scale 1:16,000



**Legend**

|                                |    |
|--------------------------------|----|
| Measured                       | 1  |
| Plan                           | 2  |
| Deed                           | 3  |
| As Calculated                  | 4  |
| Survey Marker                  | 5  |
| Iron Pipe                      | 6  |
| Iron Bolt                      | 7  |
| Iron Nail                      | 8  |
| Iron Stake                     | 9  |
| Wood Stake                     | 10 |
| Wood Post                      | 11 |
| Iron Pipe                      | 12 |
| Iron Bolt                      | 13 |
| Iron Nail                      | 14 |
| Iron Stake                     | 15 |
| Other Lands                    | 16 |
| No Line                        | 17 |
| Convey High Water Mark         | 18 |
| Property Identification Number | 19 |
| Survey                         | 20 |

**Notes:**

- (1) Field surveys were carried out during the period of May 31, 2004 to June 2, 2004.
- (2) Distances shown are as measured except as noted. No scale factor has been applied.
- (3) Boundary lines were measured to 1/16" (0.625 mm) and rounded to the nearest 0.01 m (1/100 m).
- (4) Lot Y-S-T-A, Y-S-T-B & Y-S-T-C coincide with the plan.

**Plan References:**

- (1) Plan of Survey of Lot D-11 and 114 & Resubdivision of lands of the Corporation of Dalhousie College and University of Robert Hood and Dorothy Hodson, prepared by John A. McEwan & Associates Ltd., dated March 2, 1986.
- (2) Plan of Survey showing Lots Y-S-T-A & D-11-9, Right-of-Way, B & C and a Subdivision of lands of the Corporation of Dalhousie College and University and being of the Corporation and George Pat Young, prepared by Kitchell & Associates Ltd. Dated December 7, 2000, refiled May 1, 2001.

**Surveyor's Certificate**

I, Frank Longstaff, Nova Scotia Land Surveyor, hereby certify that the survey represented by this plan was made in accordance with the provisions of the Nova Scotia Land Survey Act and the regulations made thereunder.

Dated the 7th day of June 2004.

*(Signature)*  
Frank Longstaff, R.S.L.S.

Longstaff - Parker

Plan of Survey Showing

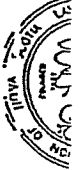
Lots Y-S-T-A, Y-S-T-B, Y-S-T-C

Lands Conveyed to Amalthea Holdings Limited

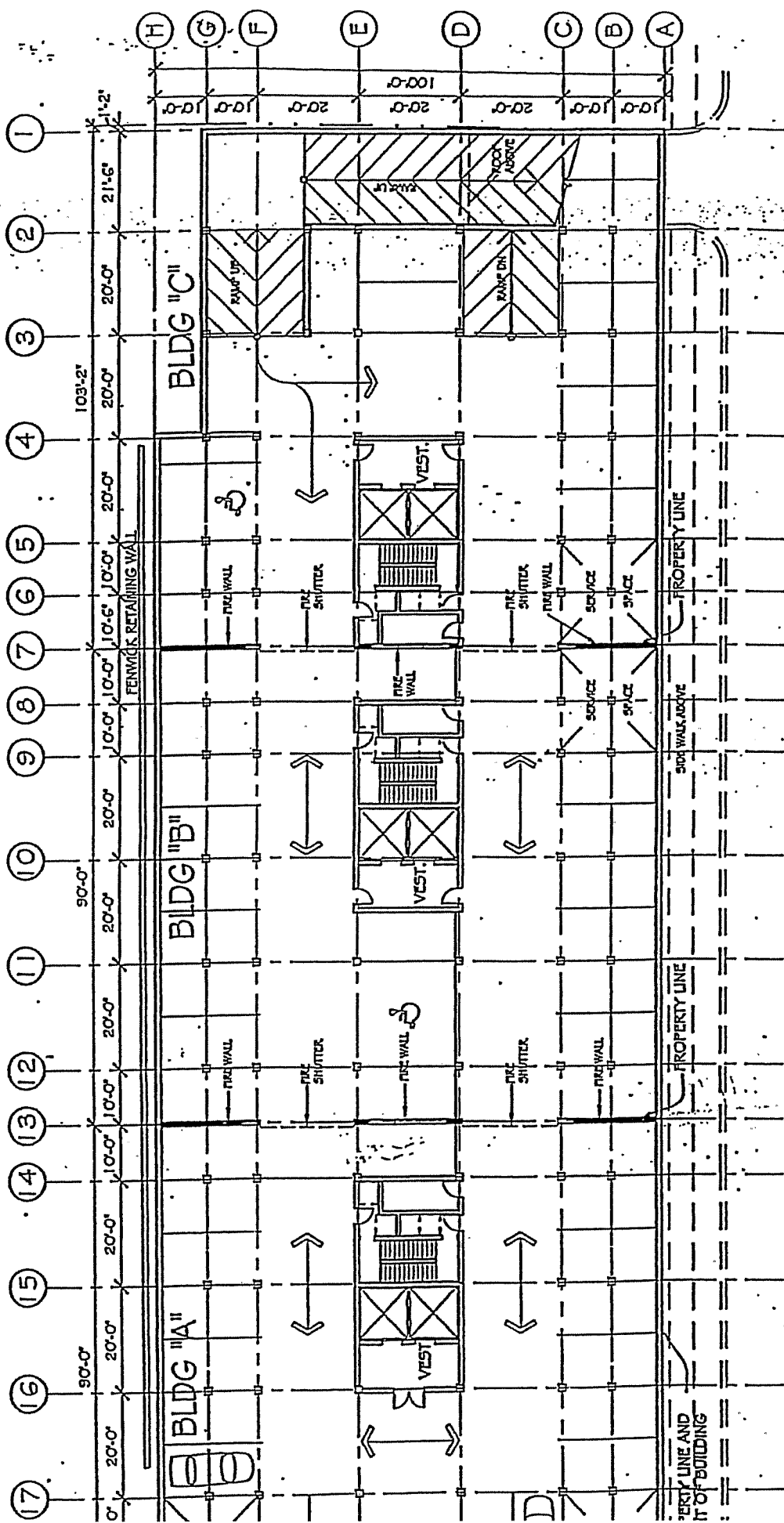
HALIFAX REGIONAL MUNICIPALITY  
JUN 08 2004  
PLANNING SERVICES  
WEST END MALL OFFICE

0 0 6 1 4 - 0 2 4

PLANNING SERVICES  
OF NOVA SCOTIA



Lots 6, 7 & 8  
Lands conveyed to  
Gordon Chouhan  
Proprietor's Limited  
Book 3072 Page 635



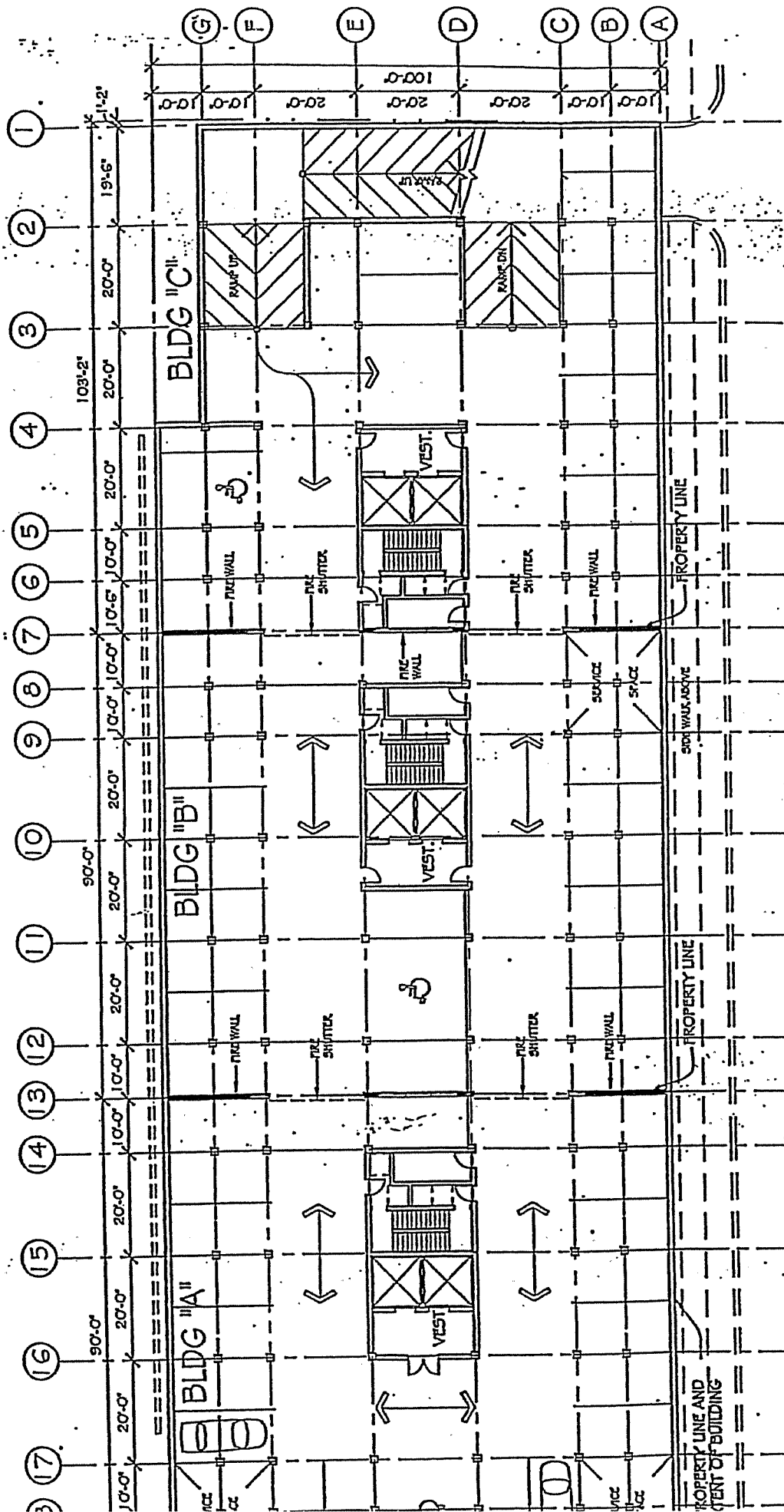
BLDG "C" P1 - 14 CARS  
 (TOTAL 3 LEVELS 44 CARS)

BLDG "B" P1 - 20 CARS  
 (TOTAL 2 LEVELS 40 CARS)

BLDG "A" P1 - 20 CARS  
 (TOTAL 2 LEVELS 40 CARS)

LEVEL P1  
 JUNE 7, 2004





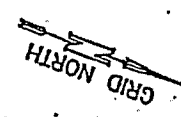
BLDG "C" P2 - 16 CARS  
 (TOTAL 3 LEVELS 44 CARS)

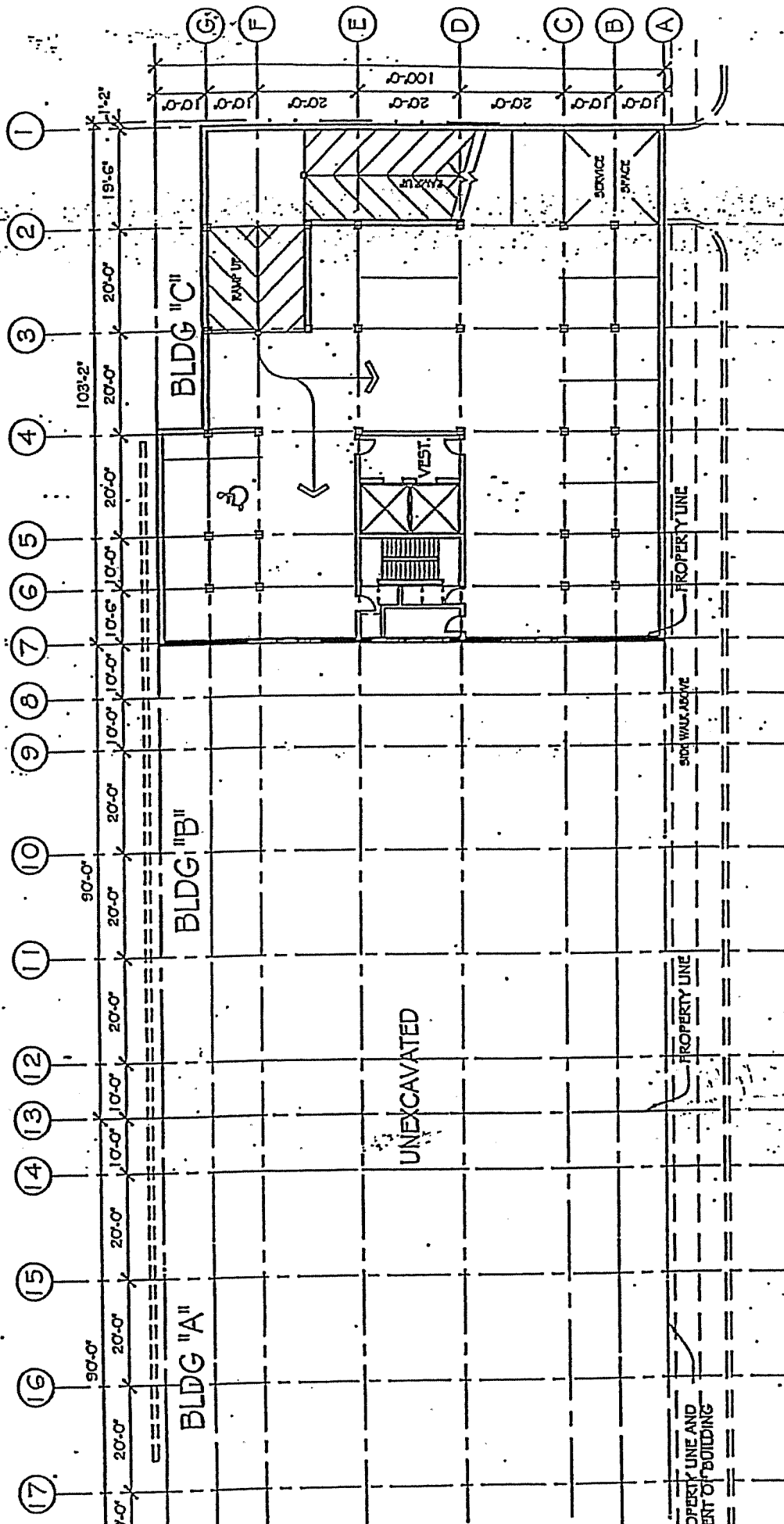
BLDG "B" P2 - 20 CARS  
 (TOTAL 2 LEVELS 40 CARS)

BLDG "A" P2 - 20 CARS  
 (TOTAL 2 LEVELS 40 CARS)

**P2 LEVEL**

JUNE 7, 2004

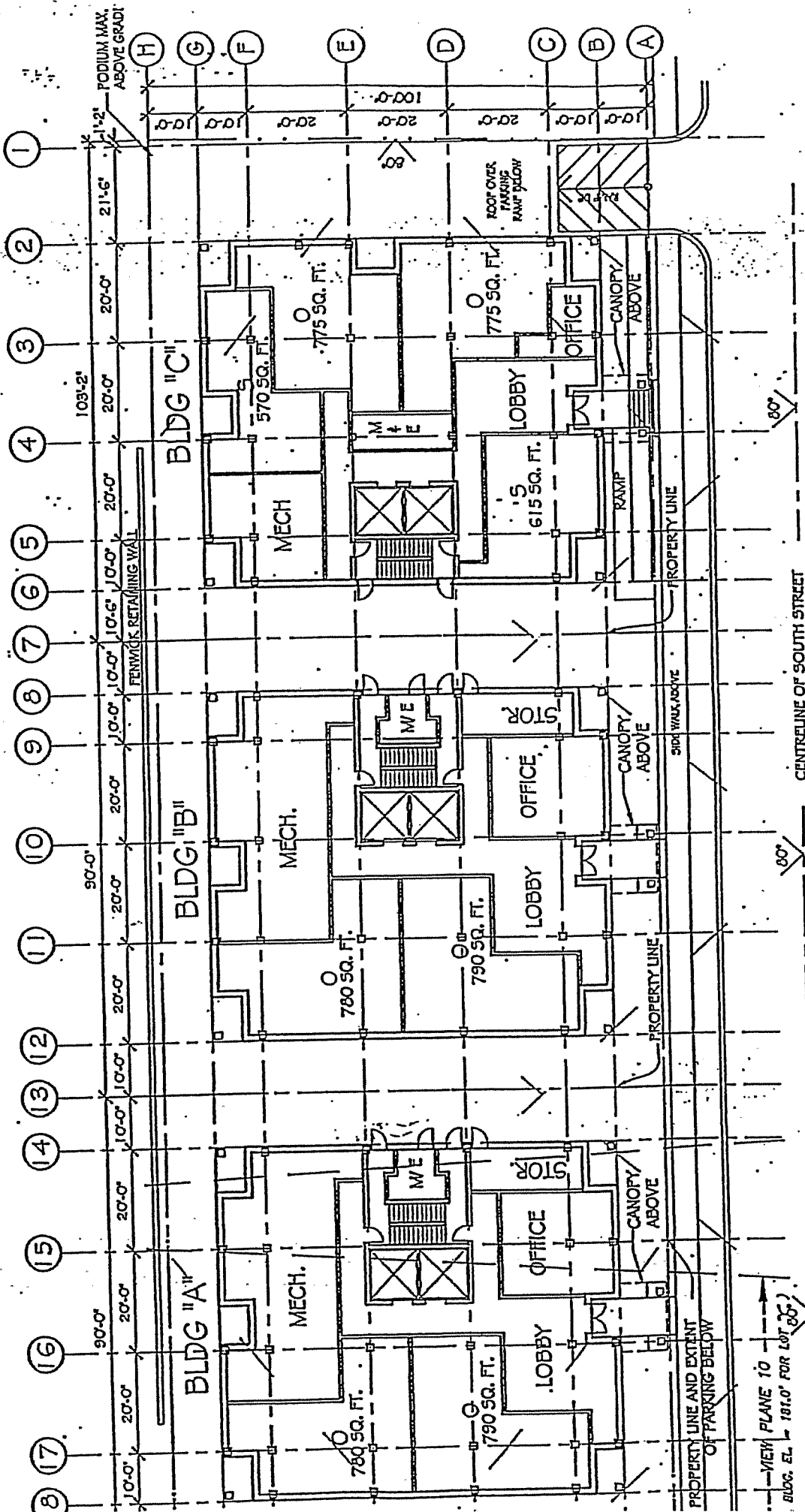




BLDG "C" P3 = 16 CARS  
 (TOTAL 3 LEVELS 44 CARS)

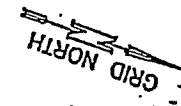
P3 LEVEL  
 JUNE 7, 2004





# GROUND FLOOR

JUNE 7, 2004



VIEW PLANE 9  
(MAX. BLDG. EL. = 183.0' FOR LOT 17)



VIEW PLANE 10  
BLDG. EL. = 181.0' FOR LOT 20

CENTRELINE OF SOUTH STREET

PROPERTY LINE AND EXTENT OF PARKING BELOW

PROPERTY LINE

CANOPY ABOVE

STOR

PROPERTY LINE

RAMP

CANOPY ABOVE

OFFICE

775 SQ. FT.

ROOF OVER PARKING RAMP BELOW

ME

STOR

LOBBY

615 SQ. FT.

MECH.

775 SQ. FT.

ME

STOR

LOBBY

570 SQ. FT.

MECH.

570 SQ. FT.

ME

STOR

LOBBY

780 SQ. FT.

MECH.

780 SQ. FT.

ME

STOR

LOBBY

790 SQ. FT.

MECH.

790 SQ. FT.

ME

STOR

LOBBY

790 SQ. FT.

MECH.

790 SQ. FT.

103'-2"

PODIUM MAX. ABOVE GRAD

1:2

21'-6"

100'-0"

20'-0"

10'-0"

10'-0"

10'-0"

10'-0"

10'-0"

10'-0"

10'-0"

10'-0"

10'-0"

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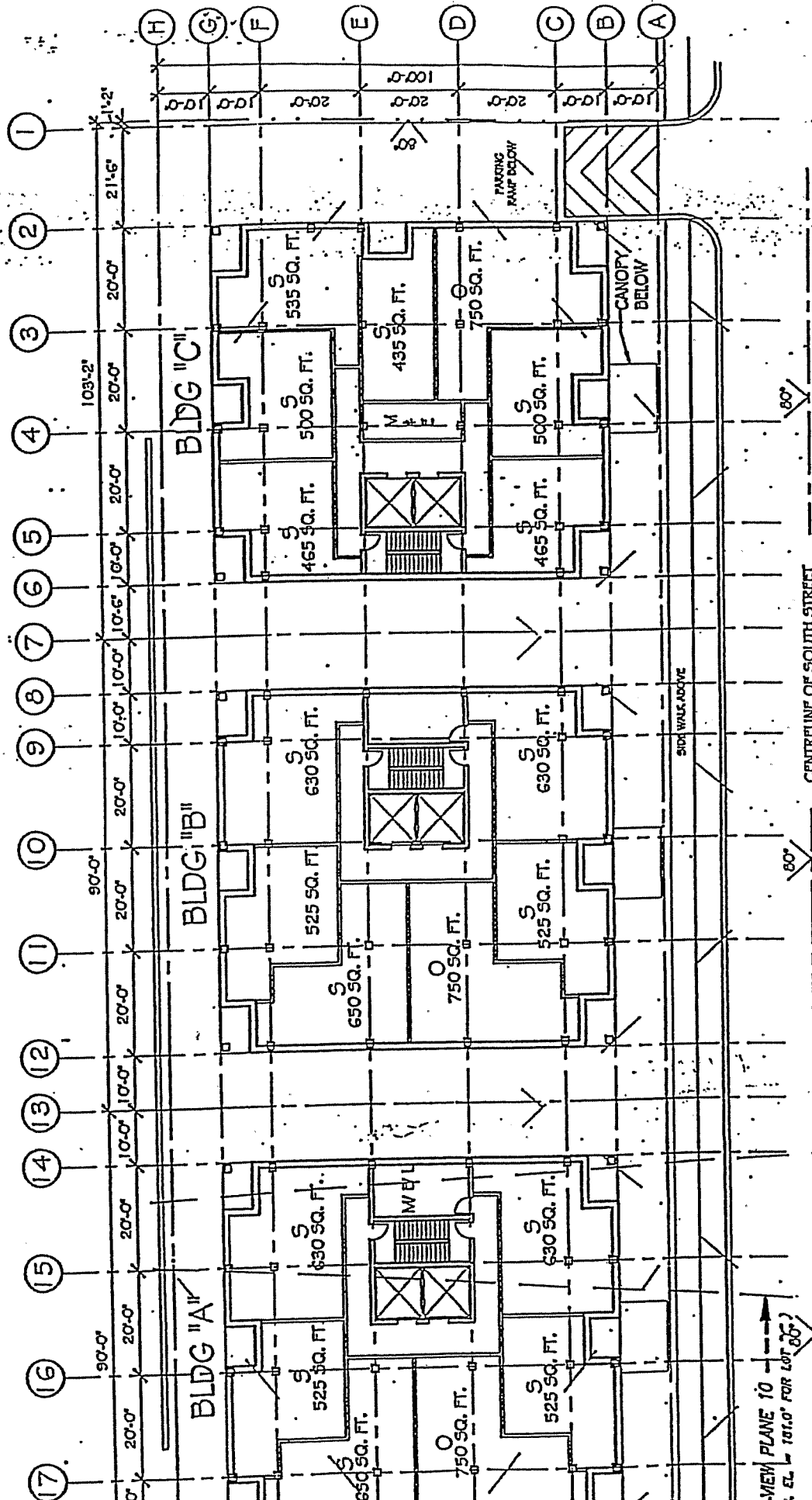
10'-0"

10'-0"

10'-0"

10'-0"

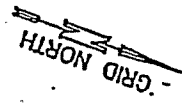




# FLOORS 2-7

JUNE 7, 2004

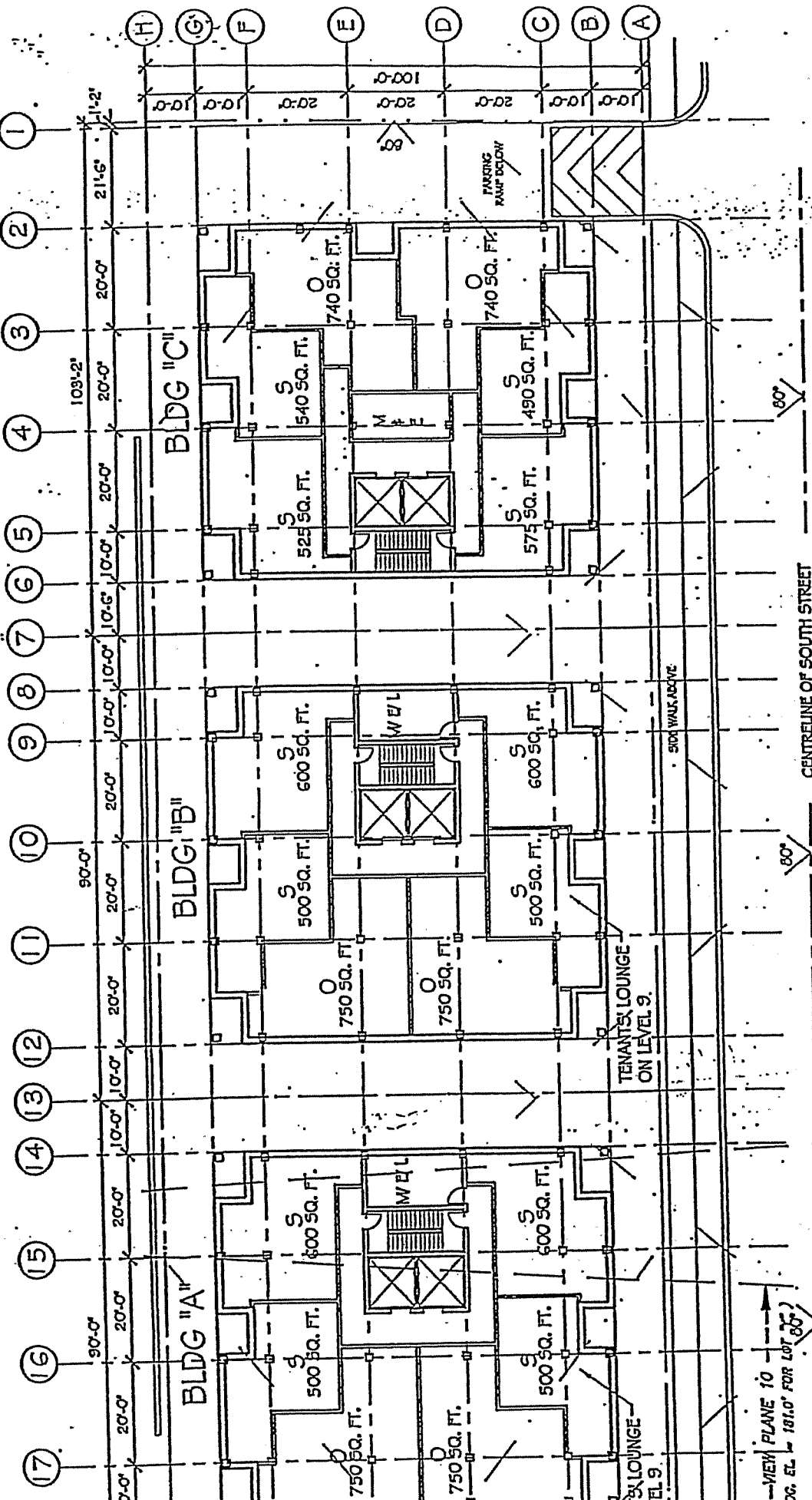
CENTRELINE OF SOUTH STREET



VIEW PLANE 9  
(MAX. BLDG. EL. = 163.0' FOR LOT 7')

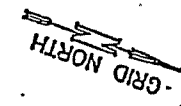
VIEW PLANE 10  
(MAX. BLDG. EL. = 161.0' FOR LOT 8')

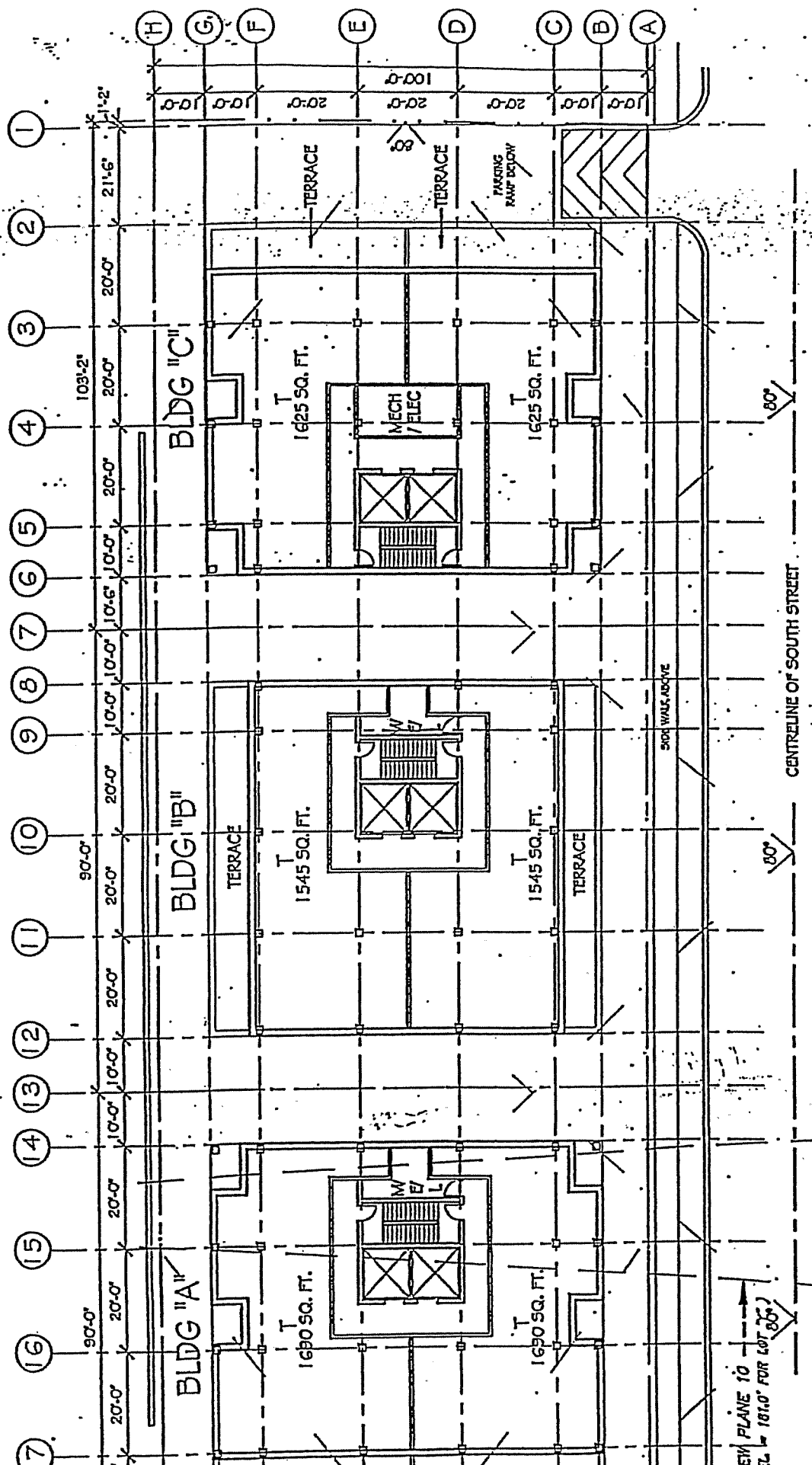




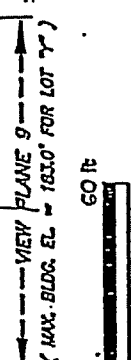
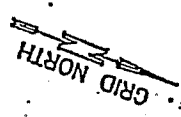
# FLOORS 8-9

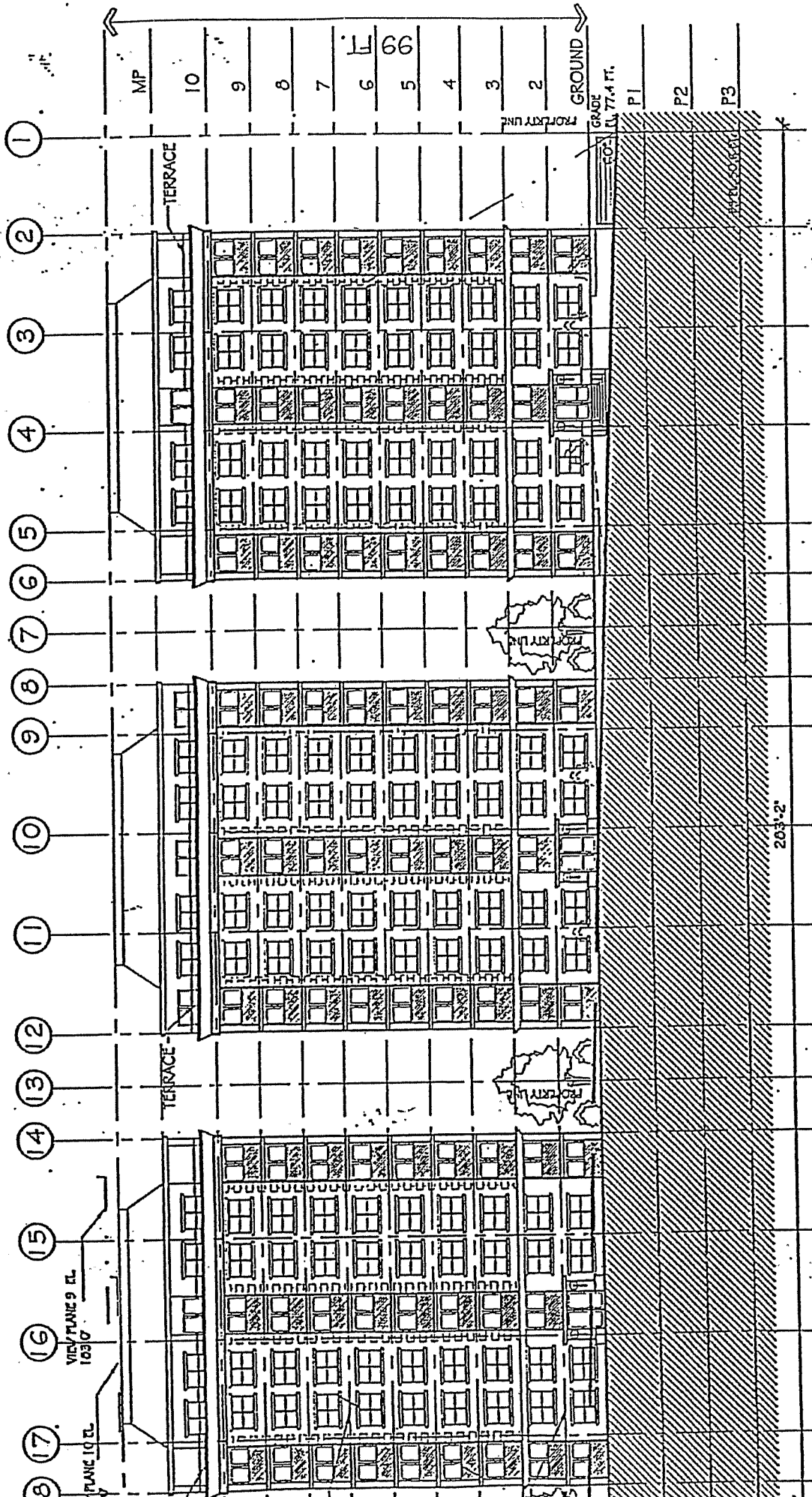
JUNE 7, 2004





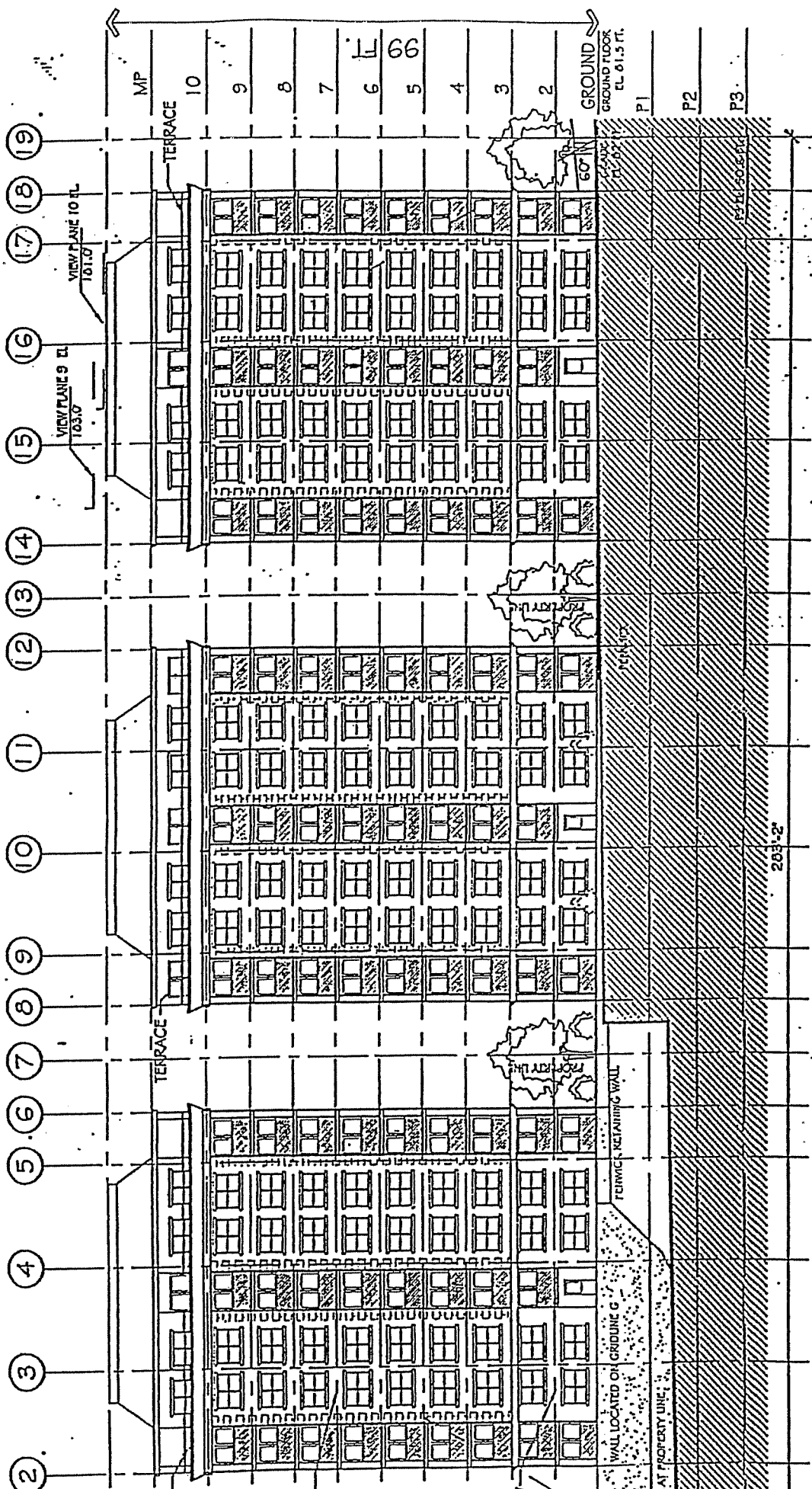
**FLOOR 10**  
 JUNE 7, 2004





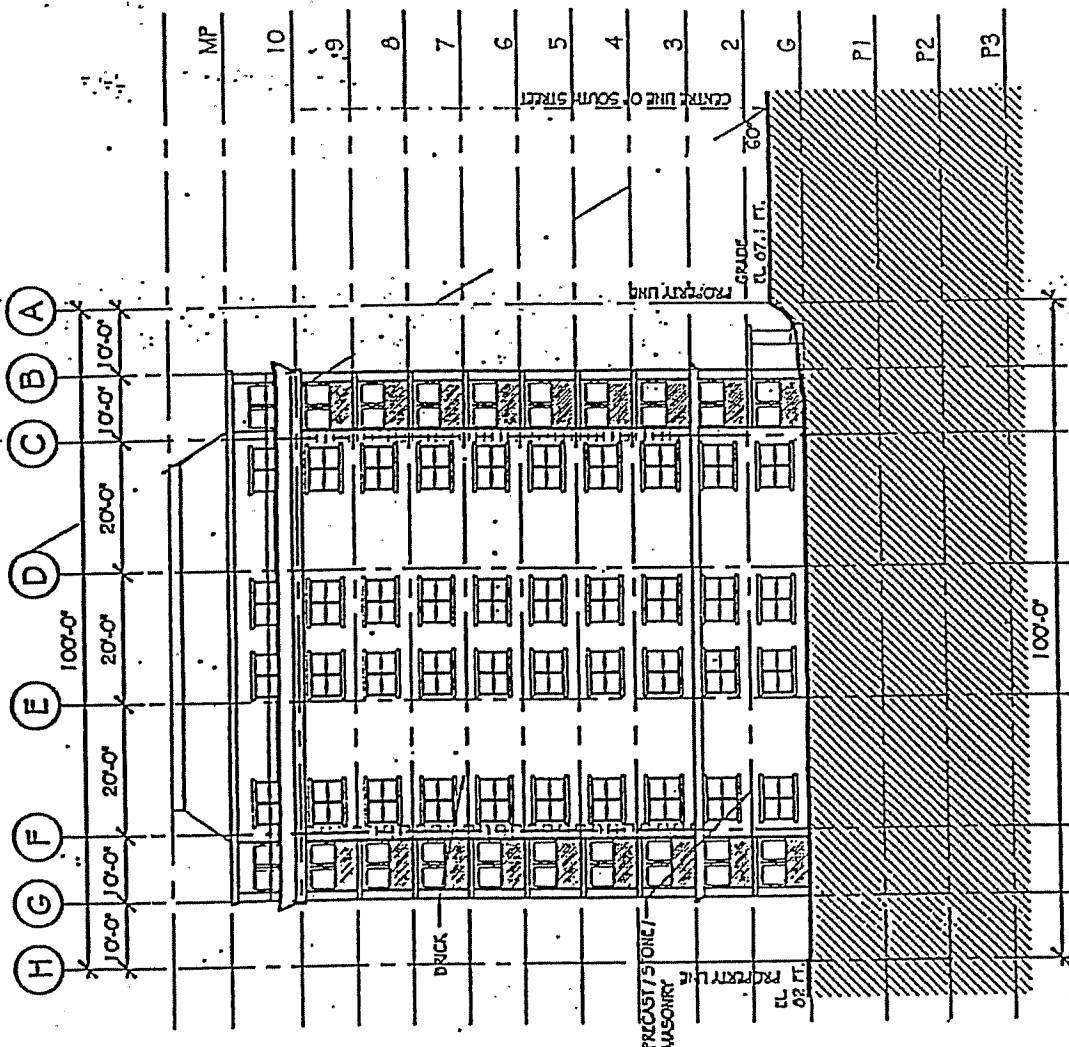
SOUTH ST. NORTH ELEVATION



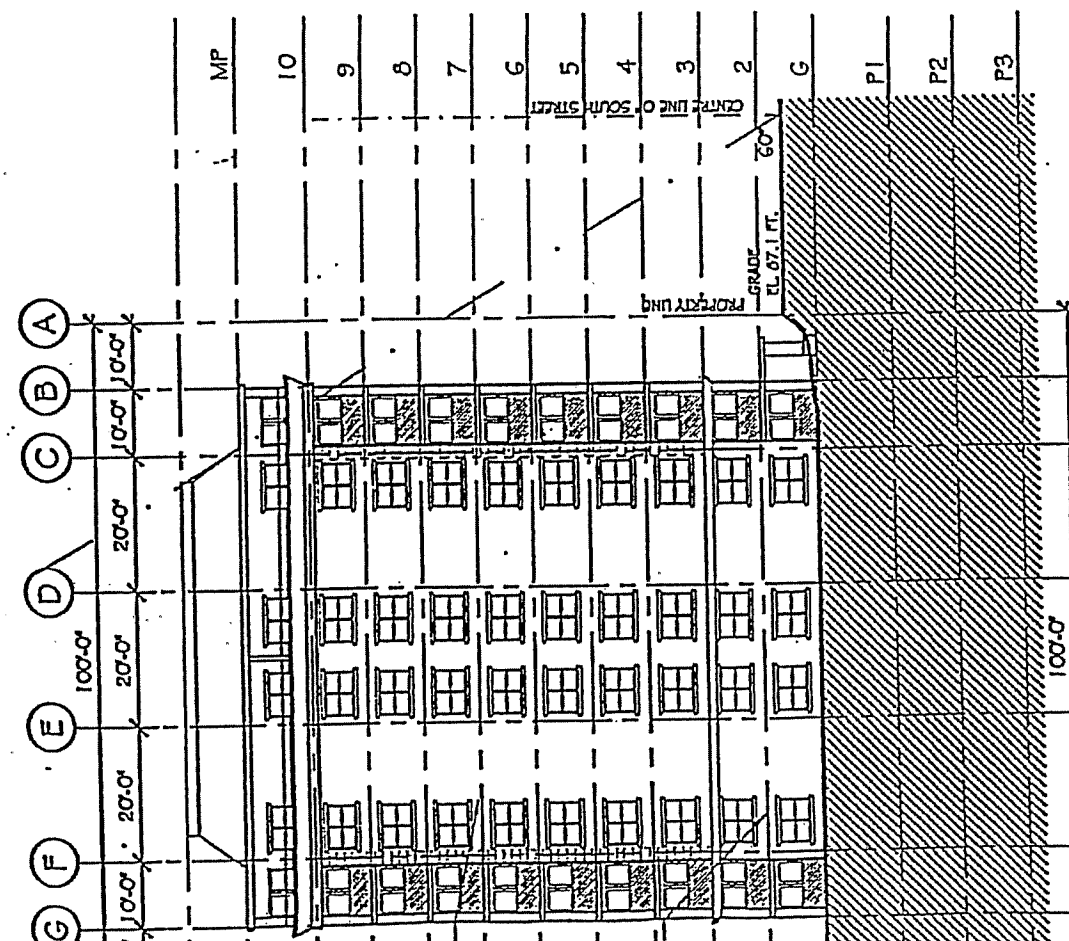


REAR (SOUTH) ELEVATION

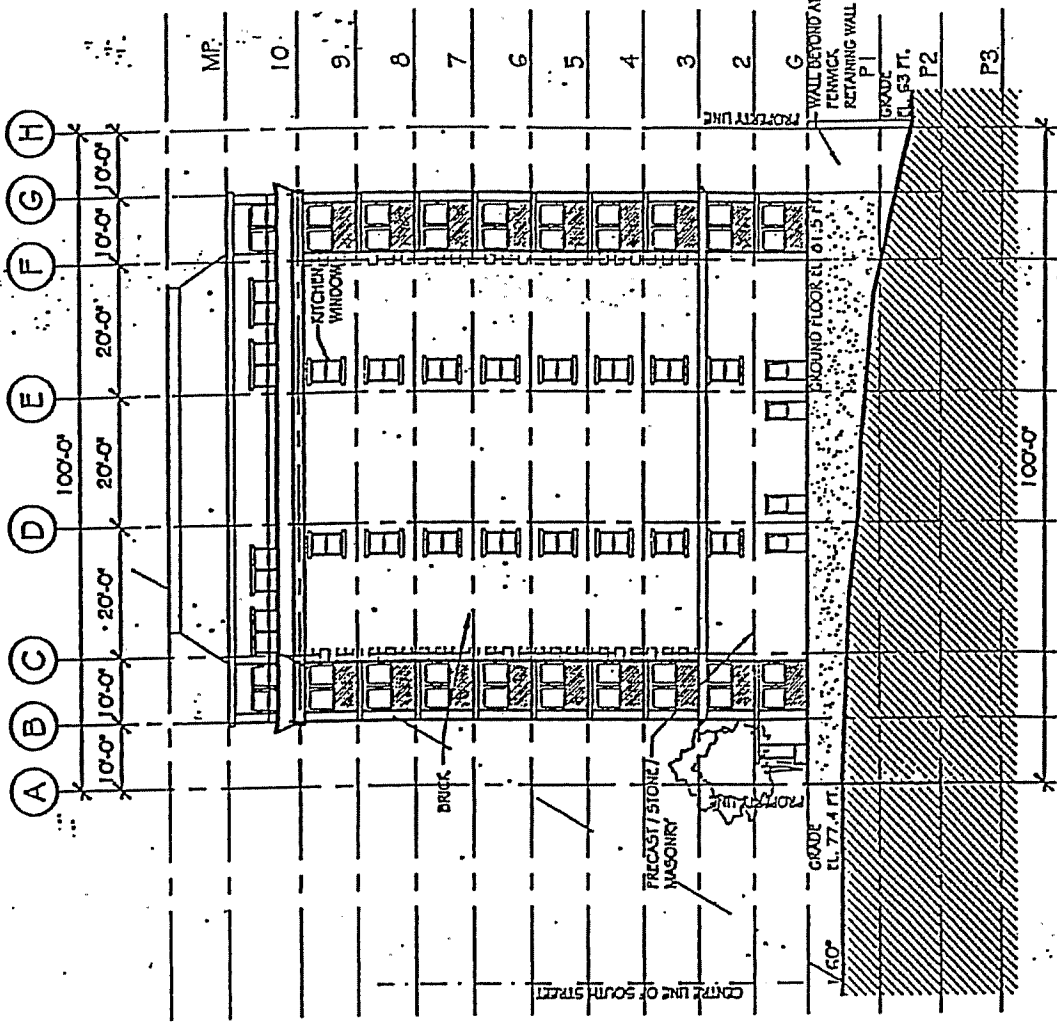




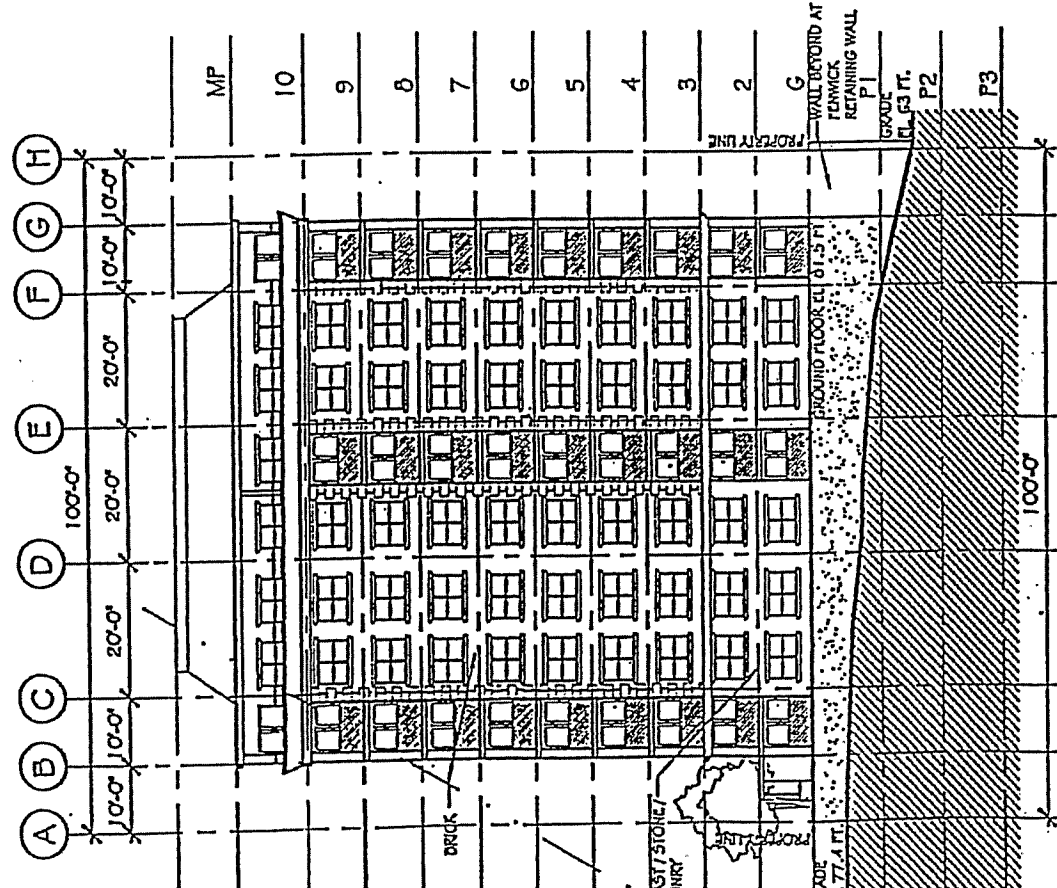
EAST ELEVATION  
BLDG "B"



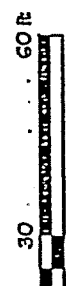
EAST ELEVATION  
BLDG "A"

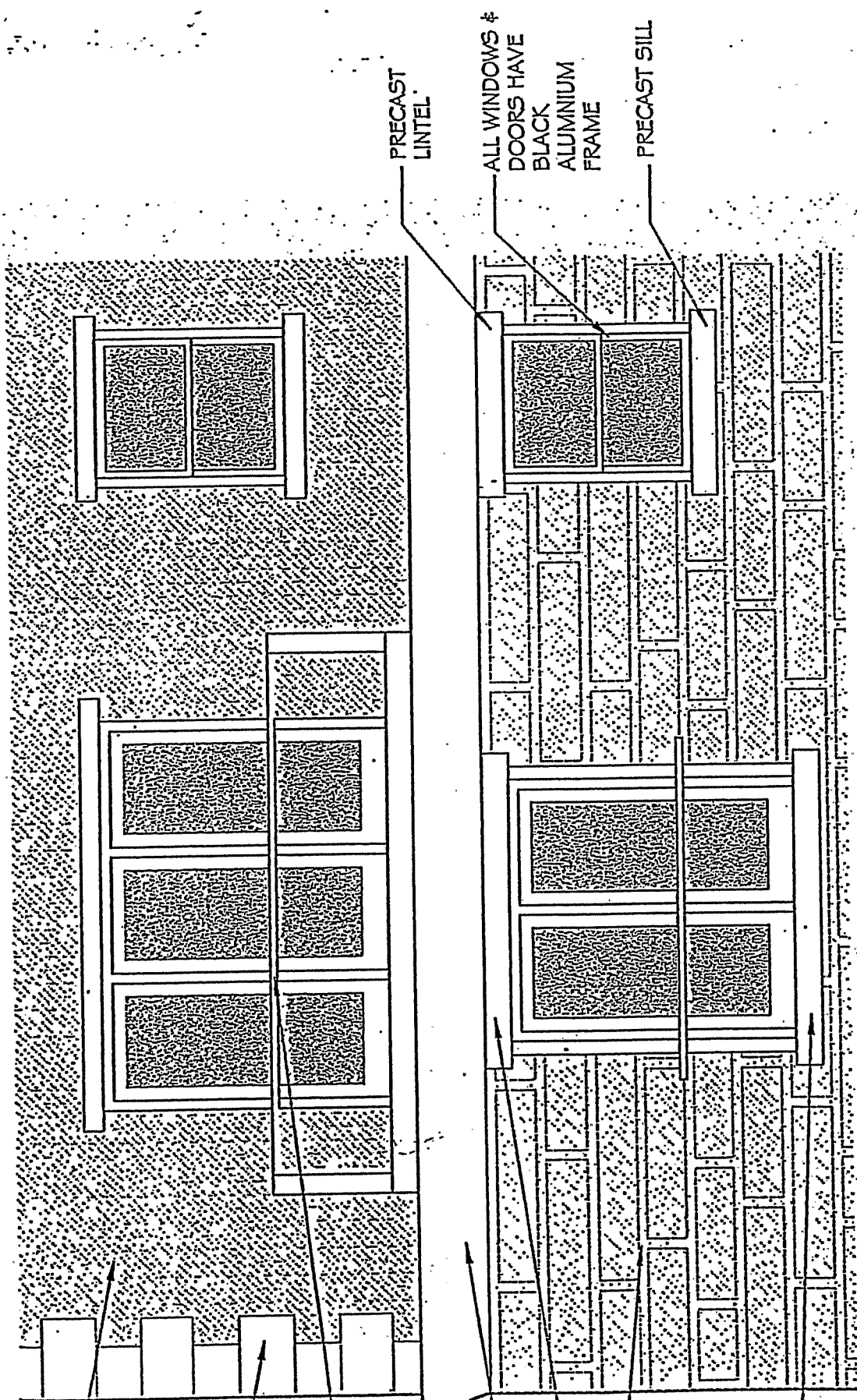


TYPICAL ELEVATION  
WEST WALL BLDG "A" & "B"  
& EAST WALL BLDG "C"



WEST ELEVATION  
BLDG "C"





COR ST WITH AN-FILL

ST. RSTONE

CONCRETE

PRECAST LINTEL

ALL WINDOWS & DOORS HAVE BLACK ALUMINIUM FRAME

PRECAST SILL

ST. CE

ST

ST PANELS MASONRY SECTION

ST SILL

Schedule "N"

5620 South Street  
MATERIAL DETAILS

SCALE: 1/4" = 1'-0"

May 19, 2004

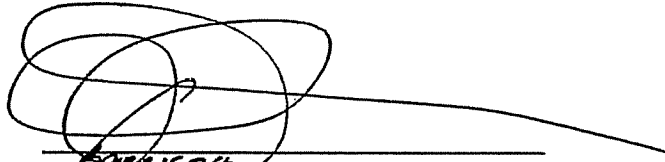
Property Owner: Amalthea Holdings Ltd



PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

HCT

ON THIS 6<sup>th</sup> day of JANUARY, A.D., 2005, before me, the subscriber personally came and appeared MICHAEL C. MOORE a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that AMALTHEA HOLDINGS LIMITED, one of the parties thereto, signed, sealed and delivered the same in his presence.

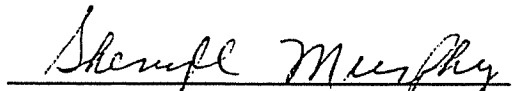


A Commissioner of the Supreme Court  
of Nova Scotia

PAUL THOMAS  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 16<sup>th</sup> day of January, A.D., 2004, before me, the subscriber personally came and appeared Yvonne Russell & Ken Deroit a subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Jan Gibson, its Municipal Clerk, its duly authorized officers in his presence.



A Commissioner of the Supreme Court  
of Nova Scotia

SHERRYLL MURPHY  
A Commissioner of the  
Supreme Court of Nova Scotia

