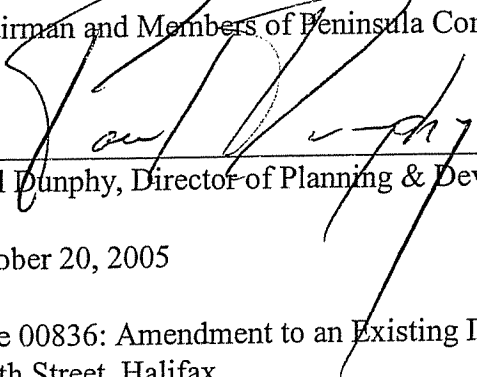


11.1.1

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.

---

**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;

---

<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.

---

<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

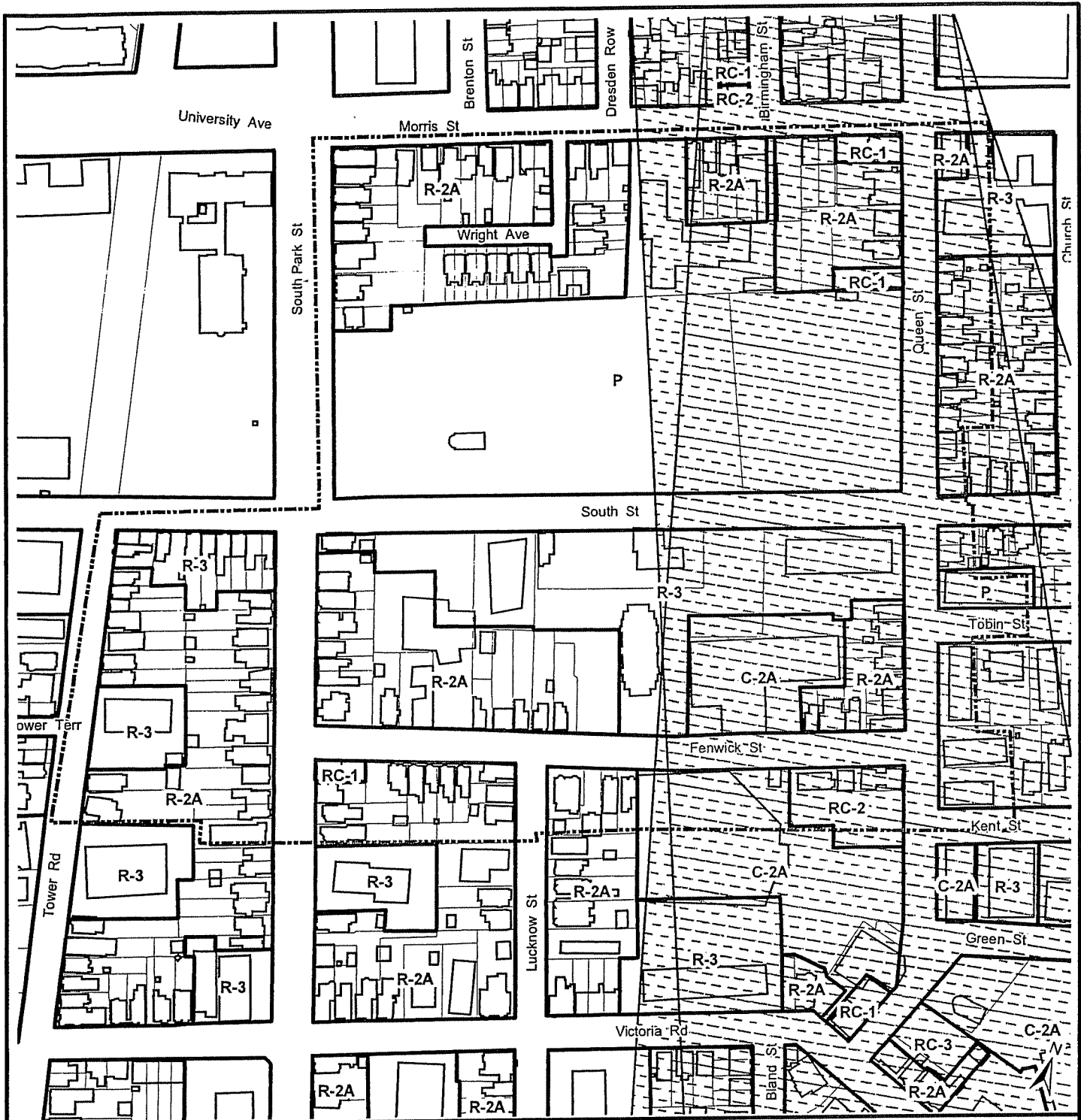
Attachment B - Draft Amending Agreement with Schedules

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

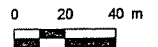
Halifax Peninsula  
Land Use By-Law Area

 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 (47(2)-(5))	Does not meet angles on 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:**

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

**STUDIO WORKS**  
INTERNATIONAL LTD  
3446 120  
Phone: 321.47.2217  
Fax: 321.47.2218  
1410 Chalmers Road  
Aurora, Ontario M1W 2Y1  
Canada  
www.studioworks.ca

DATE: 07/20/11  
PROJECT: SOUTH STREET APARTMENTS  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN

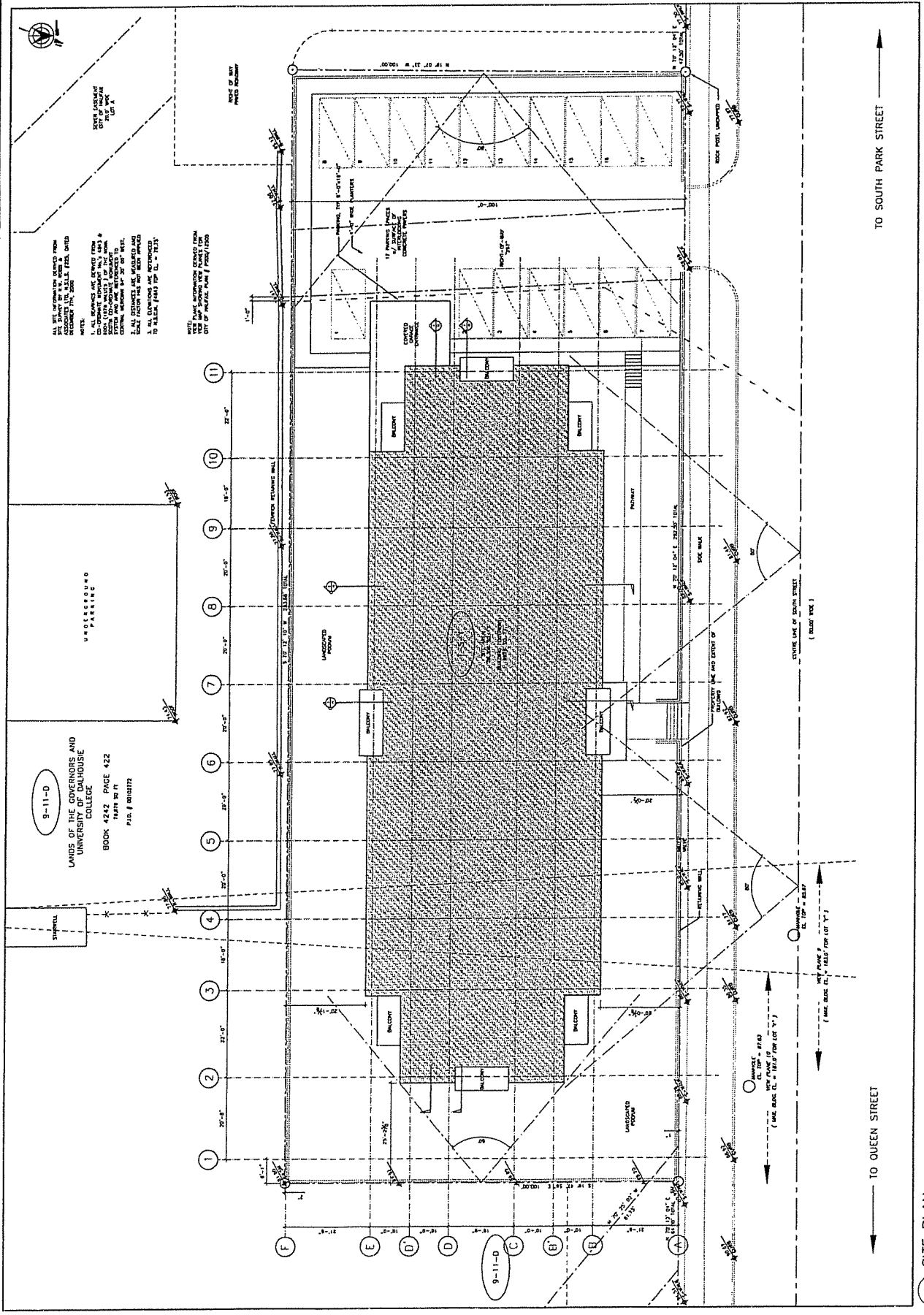
NOTES:  
1. ALL DIMENSIONS ARE GIVEN FROM THE FACE UNLESS SPECIFIED OTHERWISE.  
2. ALL DIMENSIONS ARE MEASURED TO THE CENTERLINE UNLESS SPECIFIED OTHERWISE.  
3. ALL DIMENSIONS ARE TO FACE UNLESS SPECIFIED OTHERWISE.  
4. ALL DIMENSIONS ARE TO FACE UNLESS SPECIFIED OTHERWISE.

1. TO THE ARCHITECT'S KNOWLEDGE AND BELIEF, THE INFORMATION CONTAINED IN THIS DRAWING IS COMPLETE AND CORRECT, AND THE ARCHITECT HAS NO KNOWLEDGE OF ANY FACTS OR CIRCUMSTANCES WHICH WOULD MAKE THE INFORMATION CONTAINED IN THIS DRAWING MISLEADING OR INACCURATE.  
2. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE BUILDING AS SHOWN ON THIS DRAWING.  
3. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY OTHER WORKS OR STRUCTURES WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.  
4. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY MECHANICAL, ELECTRICAL, PLUMBING, OR OTHER SPECIALTY WORK WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.  
5. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY FOUNDATION WORK WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.  
6. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY UTILITIES WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.  
7. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY LANDSCAPE WORK WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.  
8. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY OTHER WORKS OR STRUCTURES WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.  
9. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY MECHANICAL, ELECTRICAL, PLUMBING, OR OTHER SPECIALTY WORK WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.  
10. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY FOUNDATION WORK WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.  
11. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY UTILITIES WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.  
12. THE ARCHITECT IS NOT RESPONSIBLE FOR THE DESIGN OR CONSTRUCTION OF ANY LANDSCAPE WORK WHICH MAY BE NEARBY OR ADJACENT TO THE BUILDING.

**SOUTH STREET APARTMENTS**  
5620 SOUTH STREET, N5

**SITE PLAN**

DATE: 07/20/11  
PROJECT: SOUTH STREET APARTMENTS  
DRAWN BY: [Name]  
CHECKED BY: [Name]  
SCALE: AS SHOWN



**1 SITE PLAN**  
3/22/11-0

00836-0001

**STUDIO WORKS**  
 CONSULTANTS  
 1000 W. 10th St. Suite 100  
 Oklahoma City, OK 73101  
 Phone: (405) 521-1111  
 Fax: (405) 521-1112  
 Email: studio@studioworks.com  
 Website: www.studioworks.com

**NOTES**

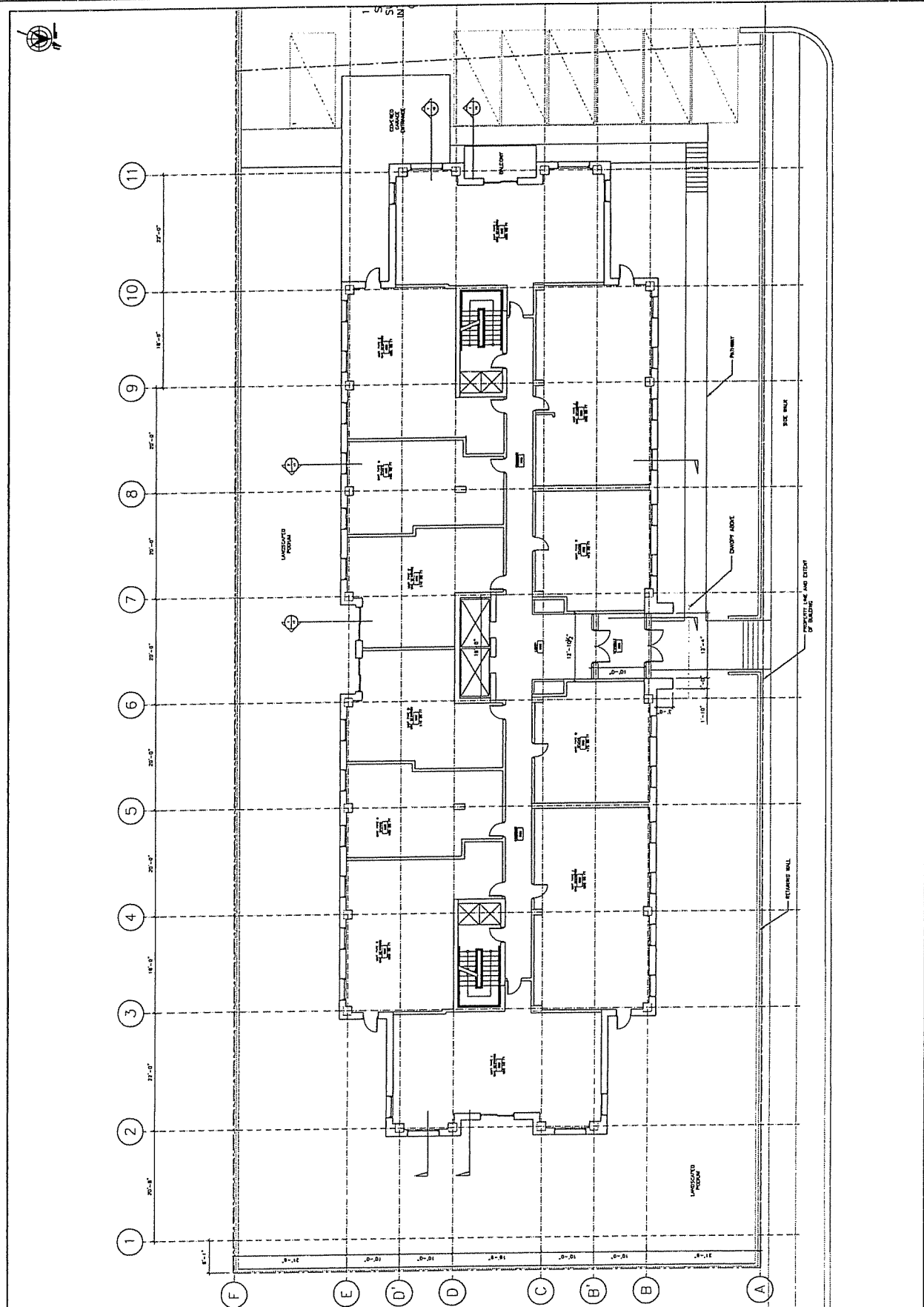
IT IS THE CONTRACTOR'S RESPONSIBILITY TO:  
 - CHECK AND VERIFY THAT ALL WORK IS ACCORDING TO THE CONTRACT AND ALL APPLICABLE CODES AND ORDINANCES TO THE MAXIMUM EXTENT POSSIBLE WITHIN THE WORK.  
 - VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS.  
 - VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS.  
 - VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS.  
 - VERIFY ALL DIMENSIONS AND LOCATIONS OF ALL WORK ARE AS SHOWN ON THE DRAWINGS.

THE INFORMATION CONTAINED ON THIS DRAWING IS THE PROPERTY OF STUDIO WORKS CONSULTANTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED ON THIS DRAWING. ANY REUSE OF THIS INFORMATION FOR ANY OTHER PROJECT WITHOUT THE WRITTEN PERMISSION OF STUDIO WORKS CONSULTANTS IS STRICTLY PROHIBITED.

DATE	DESCRIPTION

**SOUTH STREET APARTMENTS**  
 5620 SOUTH STREET, NS  
 OKLAHOMA CITY, OK

**MAIN FLOOR PLAN**



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

0836-0005

**STUDIO 4 WORKS**  
 INTERIOR ARCHITECTURE  
 1000 S. 10th St., Suite 100  
 Raleigh, NC 27603  
 Phone: 919.833.2111  
 Fax: 919.833.2112  
 Email: info@studio4works.com  
 Website: www.studio4works.com

PROJECT NO. 0836-0006  
 SHEET NO. A6 OF 32

DATE: 08/11/10  
 DRAWN BY: J. HARRIS  
 CHECKED BY: J. HARRIS

**NOTES:**

1. SEE ALL CONTRACT DOCUMENTS FOR THE PROJECT.
2. CHECK AND VERIFY THAT ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
3. VERIFY ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
4. VERIFY ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
5. VERIFY ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
6. VERIFY ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
7. VERIFY ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
8. VERIFY ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
9. VERIFY ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
10. VERIFY ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.
11. VERIFY ALL WORK IS IN ACCORDANCE WITH THE PROJECT CONTRACT DOCUMENTS, SPECIFICATIONS AND ALL APPLICABLE CODES AND REGULATIONS.

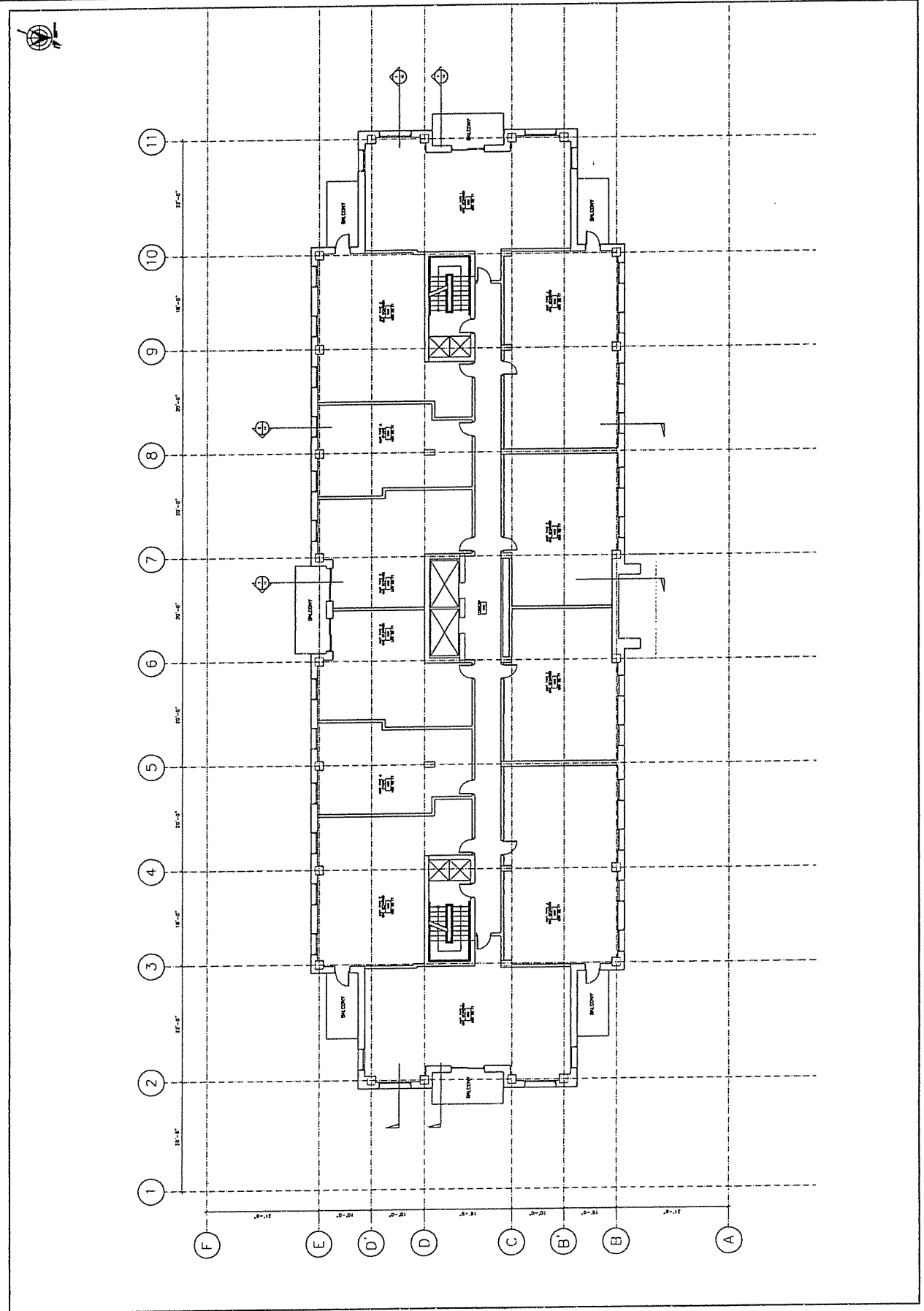
**DISCLAIMER:**  
 THE INFORMATION CONTAINED IN THIS DOCUMENT IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS. THE INFORMATION CONTAINED IN THIS DOCUMENT IS NOT INTENDED TO BE USED AS A BASIS FOR INVESTMENT DECISIONS.

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

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

**SECOND FLOOR PLAN**

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



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

0836-0006

**STUDIO 4 WORKS**  
 ARCHITECTURAL  
 1000 10th Street, Suite 100  
 San Francisco, CA 94103  
 Phone: 415.774.3333  
 Fax: 415.774.3334  
 www.studio4works.com

DATE: 07/11/11  
 PROJECT: SOUTH STREET APARTMENTS  
 SHEET: FLOOR LAYOUT FLOORS 3-5

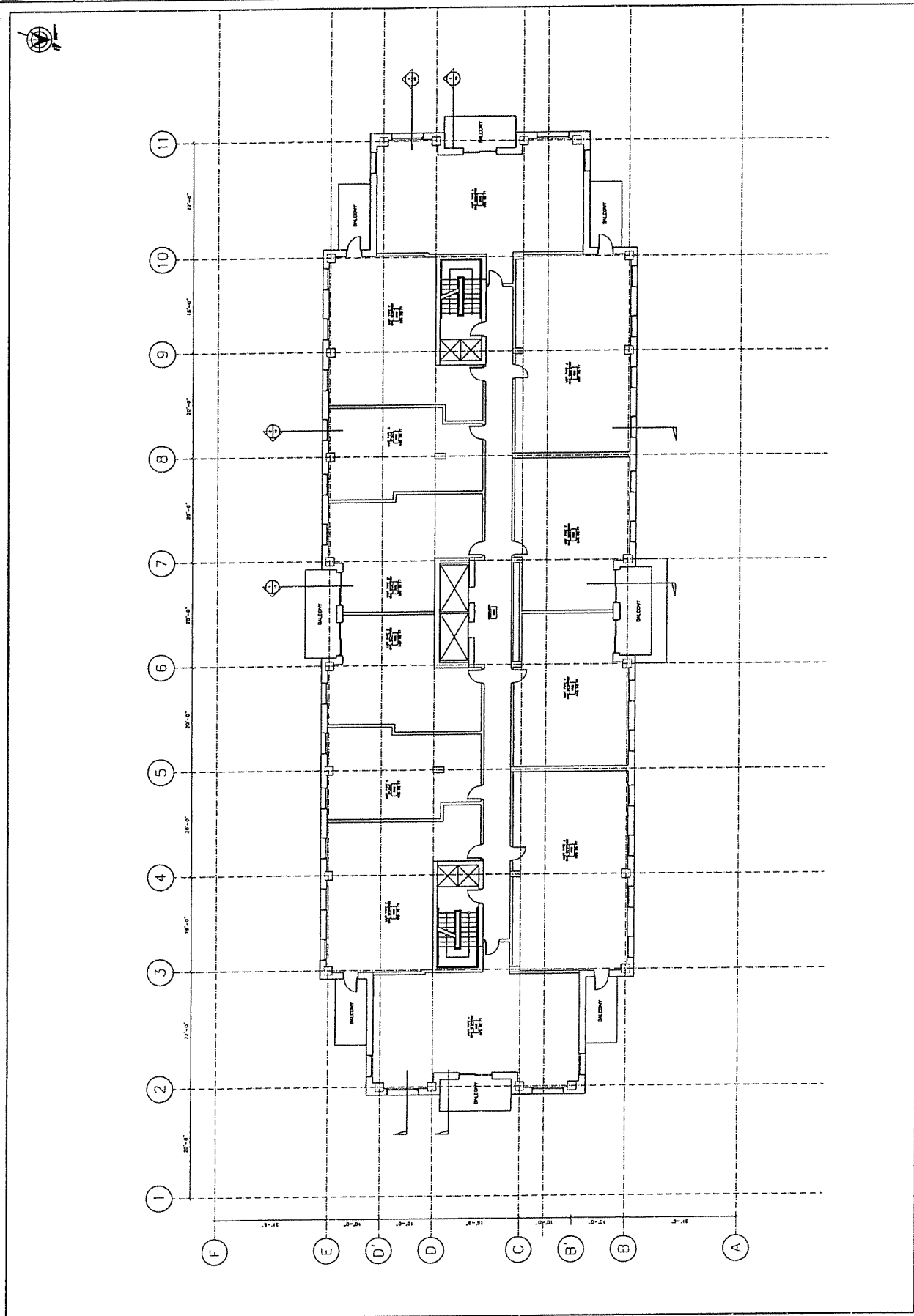
NOTES

SEE THE SPECIFICATIONS FOR CONSTRUCTION METHODS AND MATERIALS.  
 CHECK AND VERIFY THAT ALL DIMENSIONS AND TOLERANCES ARE CORRECT, AND MAKE ANY NECESSARY ADJUSTMENTS TO THE DRAWING BEFORE PROCEEDING WITH THE WORK.  
 ALL DIMENSIONS OF DIMENSIONED OBJECTS ARE PERMITTED BY THE ARCHITECT.  
 SHALL THE DIMENSIONS IN CONSTRUCTION BE MEASURED TO THE FACE OF THE DIMENSIONED OBJECTS UNLESS OTHERWISE SPECIFIED.  
 THE INFORMATION CONTAINED IN THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE. THE ARCHITECT ASSUMES NO LIABILITY FOR ANY DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING FROM THE USE OF THIS DRAWING. THE ARCHITECT SHALL BE CONSIDERED A PROFESSIONAL ENGINEER ON THE BASIS OF THE INFORMATION CONTAINED IN THIS DRAWING. THE ARCHITECT'S LIABILITY IS LIMITED TO THE SCOPE OF THE SERVICES PROVIDED BY HIM AT THE TIME OF THE ISSUANCE OF THIS DRAWING.

1	REVISION	DATE
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		

**SOUTH STREET APARTMENTS**  
 5620 SOUTH STREET, AS

**FLOOR LAYOUT FLOORS 3-5**



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

00836-0007





**STUDIO WORKS**  
 ARCHITECTURAL  
 1000 10th Street, Suite 100  
 New York, NY 10011  
 Tel: 212 512 1000  
 Fax: 212 512 1001  
 www.studioworks.com

**NOTES**

1. IN ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED, DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

2. CHECK AND VERIFY THAT ALL DIMENSIONS AND NOTES ARE CORRECT, COMPLETE AND CONSISTENT. ANY DISCREPANCIES OR CONFLICTS TO BE RESOLVED BY THE ARCHITECT.

3. AVOID SCALING OF DIMENSIONS EXCEPT AS PERMITTED BY THE ARCHITECT.

4. READ THE DIMENSIONS IN CONNECTION WITH THE DIMENSION LINES AND ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.

5. THE DIMENSIONS CONTAINED IN THIS DRAWING IS CORRECT AND HAS BEEN CHECKED BY THE ARCHITECT AND THE ARCHITECT ASSUMES RESPONSIBILITY FOR ANY INACCURACIES OR OMISSIONS. ANY DIMENSIONS NOTED IN THIS DRAWING OR ANY DIMENSIONS NOTED IN ANY OTHER DRAWING SHALL BE USED AS SHOWN UNLESS OTHERWISE NOTED.

6. THE DIMENSIONS CONTAINED IN THIS DRAWING SHALL BE USED AS SHOWN UNLESS OTHERWISE NOTED.

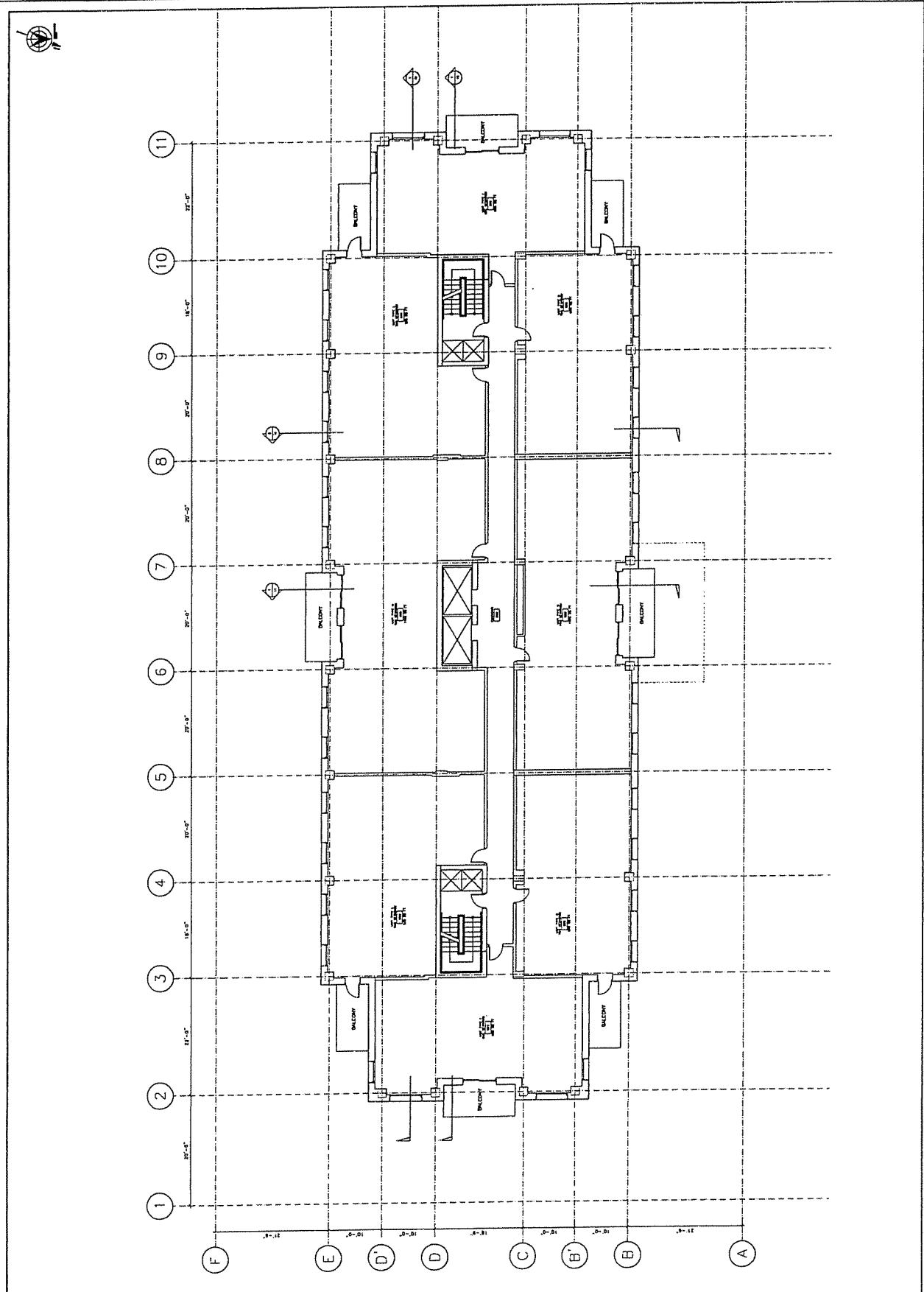
**LEGEND**

1. DIM. IN. - DIMENSIONS IN INCHES  
 2. DIM. FT. - DIMENSIONS IN FEET

**SOUTH STREET APARTMENTS**  
 5630 SOUTH STREET, NS

**FLOOR LAYOUT**  
**10TH FLOOR**

DATE: 10/10/10  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 PROJECT NO.: 00836-0009



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

00836-0009

**STUDIO WORKS**  
 ARCHITECTS  
 1001 W. 10th Street  
 Suite 100  
 Oklahoma City, Oklahoma 73101  
 Phone: (405) 231-1111  
 Fax: (405) 231-1112  
 www.studioworks.com

NOTES

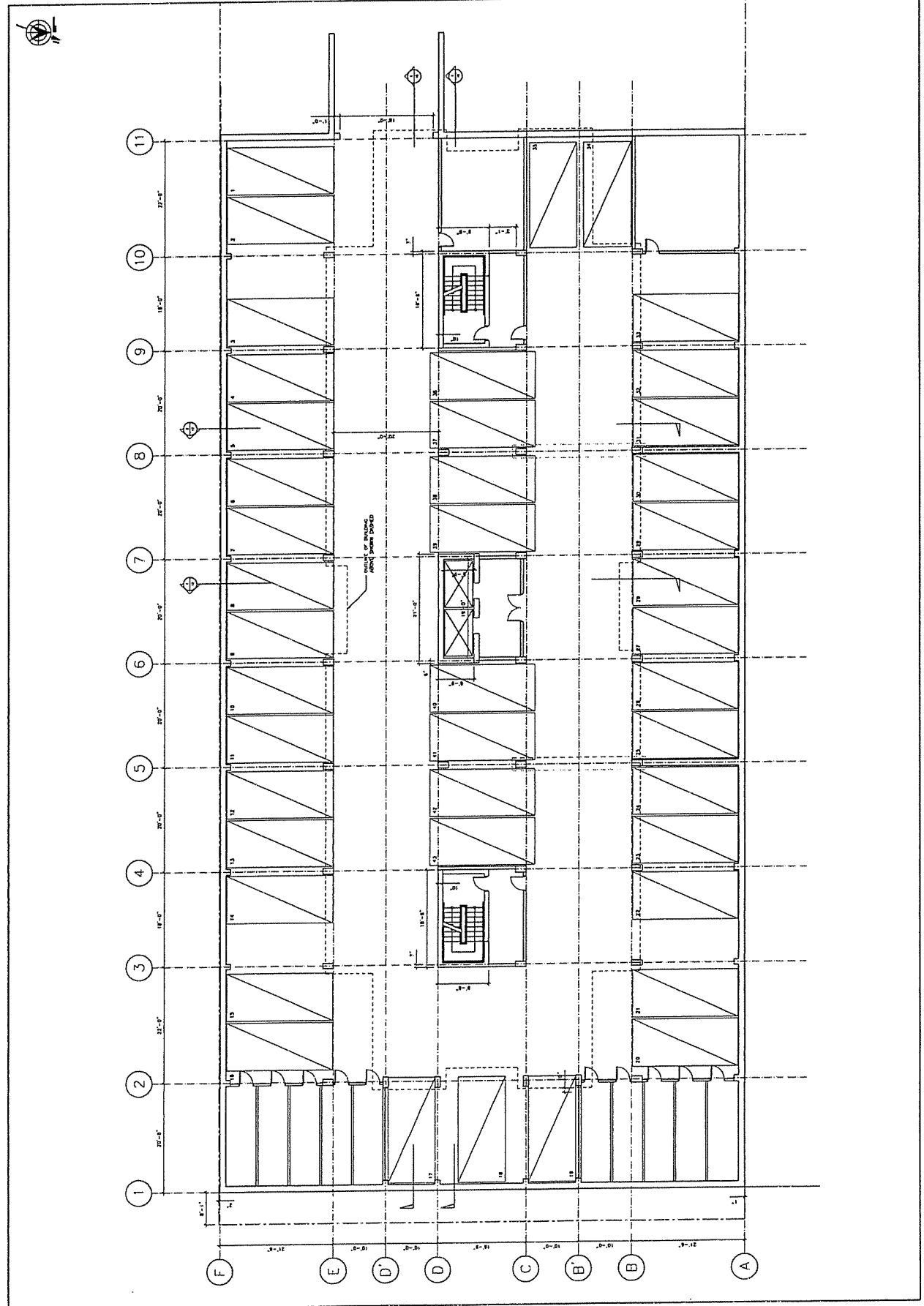
- 1. SEE THE CONTRACT DOCUMENTS FOR ALL SPECIFICATIONS AND CONDITIONS TO THE CONTRACT.
- 2. CHECK AND VERIFY THAT ALL DIMENSIONS AND NOTES ARE CORRECT, COMPLETE AND UNAMBIGUOUS TO THE CONTRACTOR.
- 3. AVOID COLLISIONS OF MECHANICAL, ELECTRICAL, PLUMBING AND STRUCTURAL ELEMENTS.
- 4. BEAR THE RESPONSIBILITY IN CONNECTION WITH THE QUALITY OF THE WORK.
- 5. THE INFORMATION CONTAINED IN THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR CONSTRUCTION OF THE PROJECT UNLESS SPECIFICALLY NOTED OTHERWISE.
- 6. THE PROJECT ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT UNLESS SPECIFICALLY NOTED OTHERWISE.
- 7. THE PROJECT ARCHITECT'S OFFICE SHALL BE RESPONSIBLE FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT UNLESS SPECIFICALLY NOTED OTHERWISE.

DATE	DESCRIPTION

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

**BASEMENT FLOOR PLAN**

PROJECT NO.	
DATE	
SCALE	
BY	
CHECKED BY	
DATE	



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

00836-0004

**STUDIO WORKS**  
 INTERNATIONAL LTD.  
 ARCHITECTS • ENGINEERS • INTERIORS  
 113 Orchard Road #02-01/02  
 Singapore 238 877  
 Tel: 65 6349 8888 Fax: 65 6349 8889  
 www.studioworks.com.sg

NOTES

1. CHECK AND VERIFY THAT ALL DIMENSIONS AND LOCATIONS ARE AS SHOWN ON THE ARCHITECTURAL DRAWINGS AND TO BE CONFORMANT WITH THE WORK.

2. A WORD RECORD OF MATERIALS USED SHALL BE SUBMITTED TO THE ARCHITECT WITH ALL ARCHITECTURAL, STRUCTURAL, MECHANICAL AND ELECTRICAL SPECIFICATIONS.

3. THE DIMENSIONS CONTAINED IN THIS DRAWING SHALL BE CONSIDERED AS THE BASIS FOR THE PREPARATION OF THE BILL OF MATERIALS AND FOR THE BILL OF COSTS OF THE WORK. THE ARCHITECT SHALL BE CONSIDERED AS RESPONSIBLE FOR ANY DISCREPANCY BETWEEN THE DIMENSIONS SHOWN ON THIS DRAWING AND THE DIMENSIONS SHOWN ON OTHER DRAWINGS.

4. DIMENSIONS SHALL BE TAKEN AT THE FACE UNLESS OTHERWISE SPECIFIED.

5. DIMENSIONS SHALL BE TAKEN TO THE CENTER UNLESS OTHERWISE SPECIFIED.

6. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

7. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

8. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

9. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

10. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

11. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

12. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

13. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

14. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

15. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

16. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

17. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

18. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

19. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

20. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

21. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

22. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

23. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

24. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

25. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

26. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

27. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

28. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

29. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

30. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

1. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

2. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

3. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

4. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

5. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

6. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

7. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

8. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

9. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

10. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

11. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

12. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

13. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

14. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

15. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

16. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

17. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

18. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

19. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

20. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

21. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

22. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

23. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

24. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

25. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

26. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

27. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

28. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

29. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

30. DIMENSIONS SHALL BE TAKEN TO THE FACE UNLESS OTHERWISE SPECIFIED.

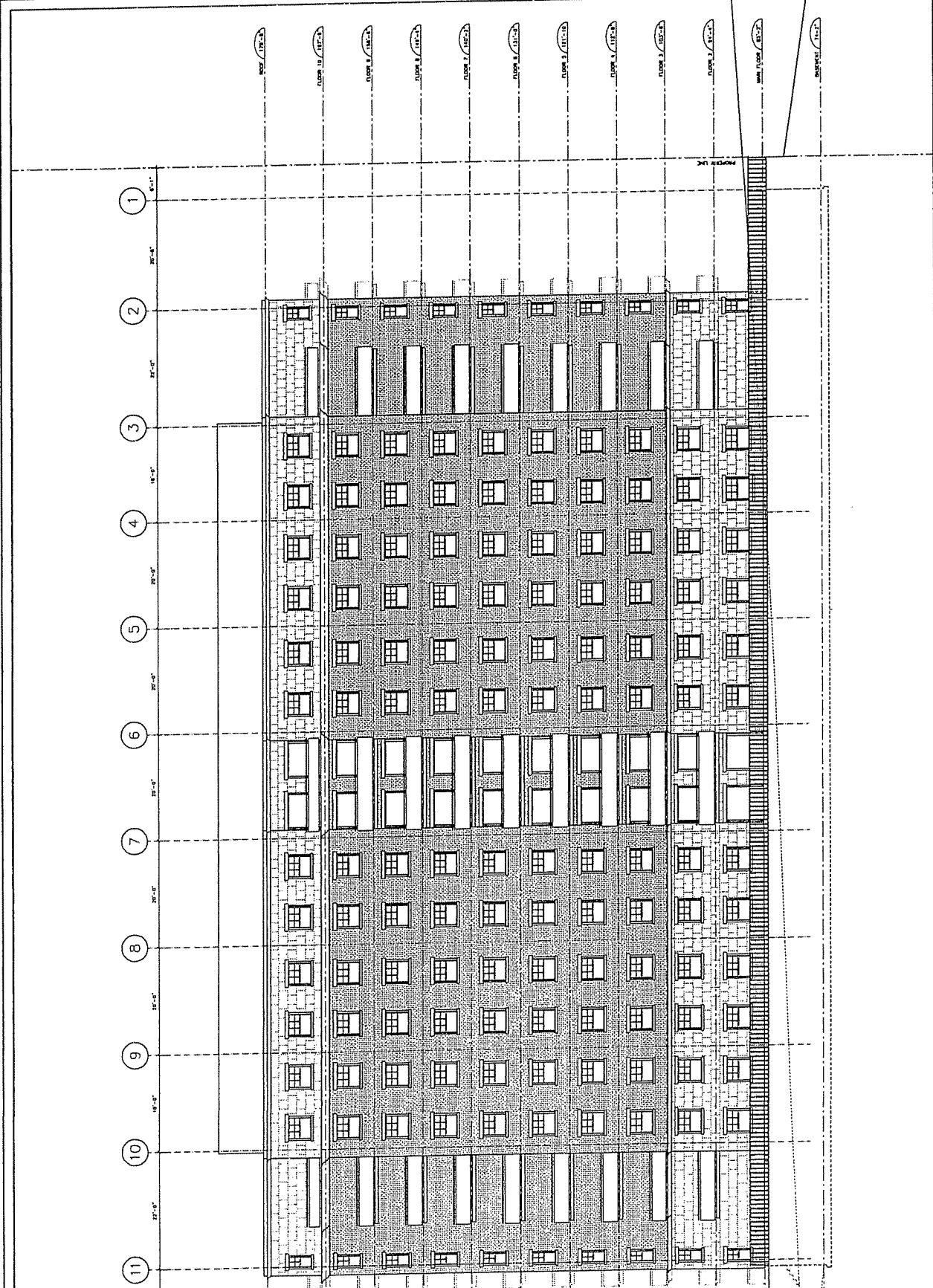
**SOUTH STREET APARTMENTS**  
 5620 SOUTH STREET, NS

**SOUTH ELEVATION**

NO.	DATE	DESCRIPTION
1	10/10/10	ISSUED FOR PERMIT
2	10/10/10	ISSUED FOR PERMIT
3	10/10/10	ISSUED FOR PERMIT
4	10/10/10	ISSUED FOR PERMIT
5	10/10/10	ISSUED FOR PERMIT
6	10/10/10	ISSUED FOR PERMIT
7	10/10/10	ISSUED FOR PERMIT
8	10/10/10	ISSUED FOR PERMIT
9	10/10/10	ISSUED FOR PERMIT
10	10/10/10	ISSUED FOR PERMIT
11	10/10/10	ISSUED FOR PERMIT
12	10/10/10	ISSUED FOR PERMIT
13	10/10/10	ISSUED FOR PERMIT
14	10/10/10	ISSUED FOR PERMIT
15	10/10/10	ISSUED FOR PERMIT
16	10/10/10	ISSUED FOR PERMIT
17	10/10/10	ISSUED FOR PERMIT
18	10/10/10	ISSUED FOR PERMIT
19	10/10/10	ISSUED FOR PERMIT
20	10/10/10	ISSUED FOR PERMIT
21	10/10/10	ISSUED FOR PERMIT
22	10/10/10	ISSUED FOR PERMIT
23	10/10/10	ISSUED FOR PERMIT
24	10/10/10	ISSUED FOR PERMIT
25	10/10/10	ISSUED FOR PERMIT
26	10/10/10	ISSUED FOR PERMIT
27	10/10/10	ISSUED FOR PERMIT
28	10/10/10	ISSUED FOR PERMIT
29	10/10/10	ISSUED FOR PERMIT
30	10/10/10	ISSUED FOR PERMIT

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

Sheet No. A15 of 32

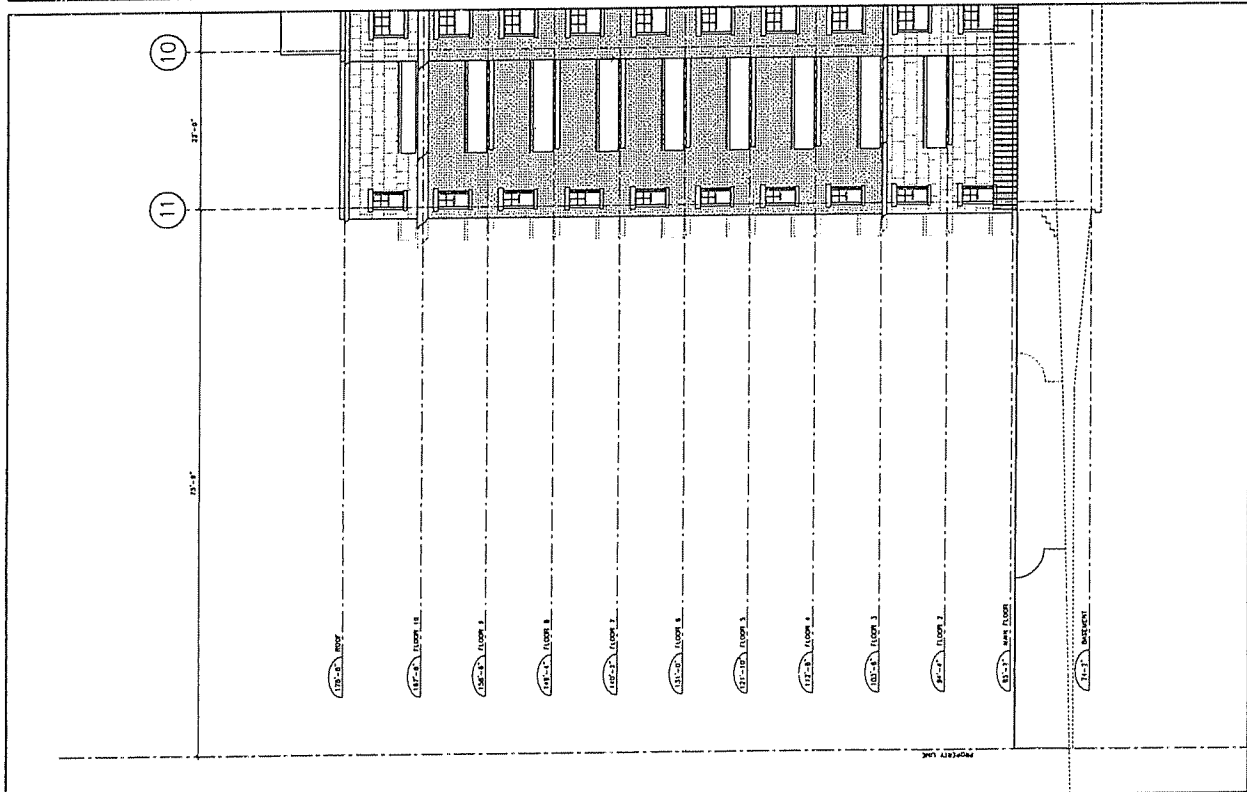
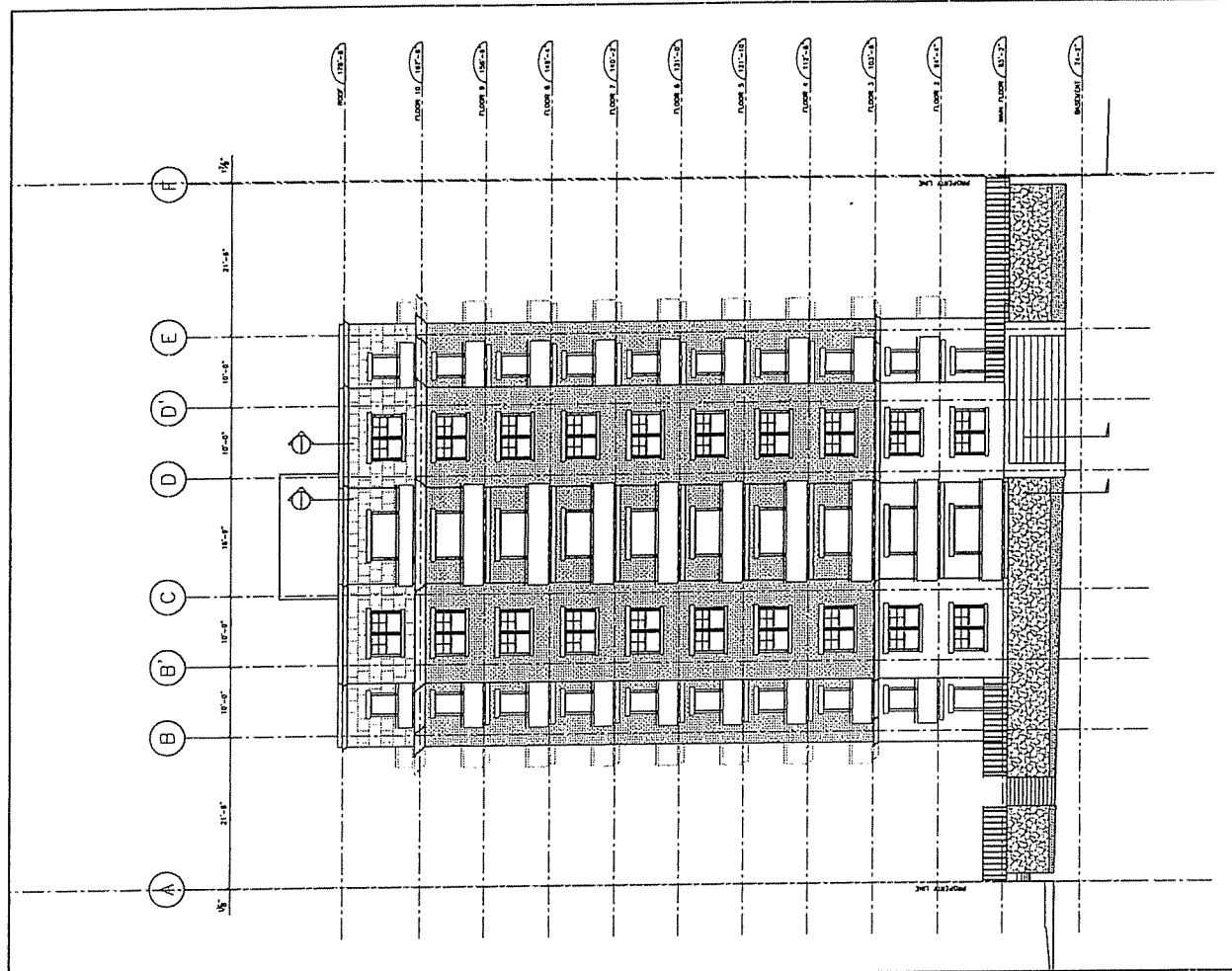


**1 SOUTH ELEVATION**  
 1/8"=1'-0"

00836-0013



**STUDIO WORKS**  
 ARCHITECTS  
 1000 W. 10th Street, Suite 100  
 Portland, Oregon 97204  
 Phone: 503.477.3337  
 Fax: 503.477.3338  
 www.studioworks.com



**NOTES**

1. CHECK AND VERIFY THAT ALL DIMENSIONS AND SECS ARE CORRECT, AND MAKE ANY NECESSARY CHANGES TO THE DRAWINGS TO CONFORM WITH THE WORK.
2. AVOID BOLLING OF SOLIDLINE OBJECTS AS PERMITTED BY THE ARCHITECT.
3. MAKE THE NECESSARY CHANGES TO THE DRAWINGS TO CONFORM WITH THE WORK.
4. THE INFORMATION CONTAINED IN THIS DRAWING IS FOR INFORMATION ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSES WITHOUT THE WRITTEN CONSENT OF STUDIO WORKS ARCHITECTS.
5. THIS DRAWING IS THE PROPERTY OF STUDIO WORKS ARCHITECTS AND IS NOT 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 ARCHITECTS.

NO.	DATE	DESCRIPTION
1	10/15/14	ISSUED FOR PERMIT
2	10/15/14	ISSUED FOR PERMIT
3	10/15/14	ISSUED FOR PERMIT
4	10/15/14	ISSUED FOR PERMIT
5	10/15/14	ISSUED FOR PERMIT
6	10/15/14	ISSUED FOR PERMIT
7	10/15/14	ISSUED FOR PERMIT
8	10/15/14	ISSUED FOR PERMIT
9	10/15/14	ISSUED FOR PERMIT
10	10/15/14	ISSUED FOR PERMIT
11	10/15/14	ISSUED FOR PERMIT
12	10/15/14	ISSUED FOR PERMIT
13	10/15/14	ISSUED FOR PERMIT
14	10/15/14	ISSUED FOR PERMIT
15	10/15/14	ISSUED FOR PERMIT
16	10/15/14	ISSUED FOR PERMIT
17	10/15/14	ISSUED FOR PERMIT
18	10/15/14	ISSUED FOR PERMIT
19	10/15/14	ISSUED FOR PERMIT
20	10/15/14	ISSUED FOR PERMIT
21	10/15/14	ISSUED FOR PERMIT
22	10/15/14	ISSUED FOR PERMIT
23	10/15/14	ISSUED FOR PERMIT
24	10/15/14	ISSUED FOR PERMIT
25	10/15/14	ISSUED FOR PERMIT
26	10/15/14	ISSUED FOR PERMIT
27	10/15/14	ISSUED FOR PERMIT
28	10/15/14	ISSUED FOR PERMIT
29	10/15/14	ISSUED FOR PERMIT
30	10/15/14	ISSUED FOR PERMIT
31	10/15/14	ISSUED FOR PERMIT
32	10/15/14	ISSUED FOR PERMIT

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

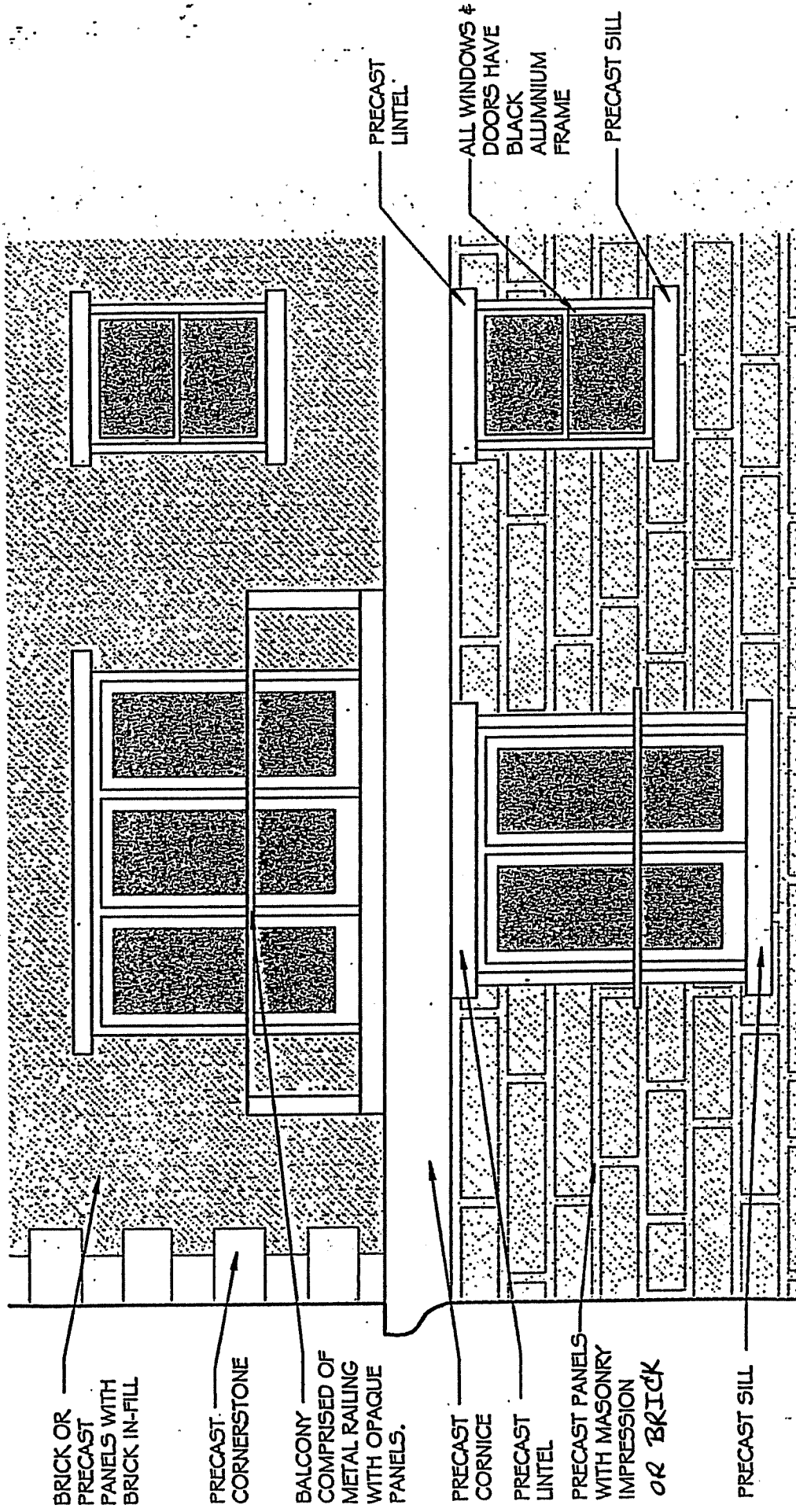
NO.	DATE	DESCRIPTION
1	10/15/14	ISSUED FOR PERMIT
2	10/15/14	ISSUED FOR PERMIT
3	10/15/14	ISSUED FOR PERMIT
4	10/15/14	ISSUED FOR PERMIT
5	10/15/14	ISSUED FOR PERMIT
6	10/15/14	ISSUED FOR PERMIT
7	10/15/14	ISSUED FOR PERMIT
8	10/15/14	ISSUED FOR PERMIT
9	10/15/14	ISSUED FOR PERMIT
10	10/15/14	ISSUED FOR PERMIT
11	10/15/14	ISSUED FOR PERMIT
12	10/15/14	ISSUED FOR PERMIT
13	10/15/14	ISSUED FOR PERMIT
14	10/15/14	ISSUED FOR PERMIT
15	10/15/14	ISSUED FOR PERMIT
16	10/15/14	ISSUED FOR PERMIT
17	10/15/14	ISSUED FOR PERMIT
18	10/15/14	ISSUED FOR PERMIT
19	10/15/14	ISSUED FOR PERMIT
20	10/15/14	ISSUED FOR PERMIT
21	10/15/14	ISSUED FOR PERMIT
22	10/15/14	ISSUED FOR PERMIT
23	10/15/14	ISSUED FOR PERMIT
24	10/15/14	ISSUED FOR PERMIT
25	10/15/14	ISSUED FOR PERMIT
26	10/15/14	ISSUED FOR PERMIT
27	10/15/14	ISSUED FOR PERMIT
28	10/15/14	ISSUED FOR PERMIT
29	10/15/14	ISSUED FOR PERMIT
30	10/15/14	ISSUED FOR PERMIT
31	10/15/14	ISSUED FOR PERMIT
32	10/15/14	ISSUED FOR PERMIT

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

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

00836-0014





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 M!  
5620 South Street  
MATERIAL DETAILS  
SCALE: 1/4" = 1'-0"

May 19, 2004  
Property Owner: Amalthea Holdings Ltd

Development Agreement Proposal  
5620 South Street

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 Councillor

**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: \_\_\_\_\_

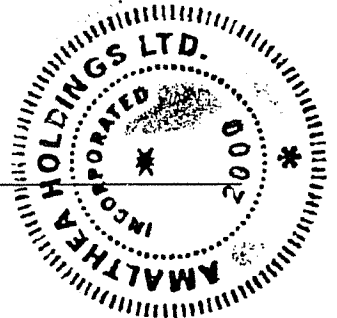
Sealed and delivered and attested  
by the proper signing officers of  
Halifax Regional Municipality  
duly authorized on that behalf  
in the presence of

Paul Chubb  
per: \_\_\_\_\_

per: Ken Bencit

) AMALTHEA HOLDINGS LIMITED

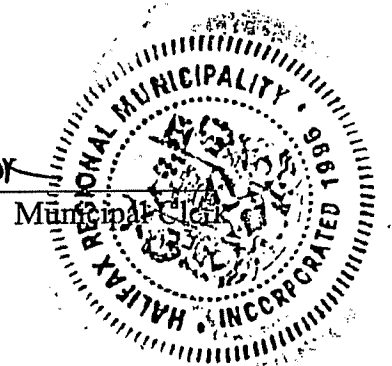
)  
)  
)  
)  
) Per Steve Tsimiklis



) HALIFAX REGIONAL MUNICIPALITY

)  
)  
)  
)  
) Per [Signature] Mayor

)  
)  
)  
)  
) Per Jan Gibson



**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.

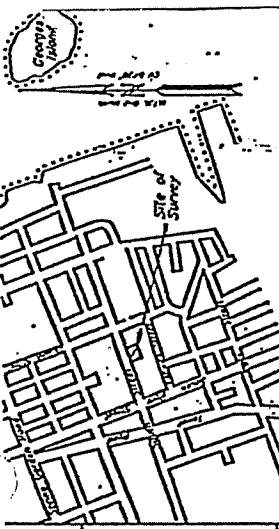
**THENCE** S19°-47'-56"E, bounded on the east by Lot D-11-9, Lands of the Governors of Dalhousie College and University, a distance of 100.00 feet.

**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

Keipian

- Legend**
- Survey Marker
  - Observed
  - Close
  - Open
  - Rock Post
  - Iron Stake
  - Wood Stake
  - Iron Pipe
  - Other
  - Leads Dealt With by this Plan
  - Other Leads
  - Its Line
  - Ordinary High Water Mark
  - PLD Property Identification Number
  - PLD Nova Scotia Coordinate Document

**Notes:**

- (1) Field surveys were carried out during the period of May 31, 2001 to June 2, 2001.
- (2) Distances shown are as measured except as noted. The scale factor has been applied.
- (3) Bearings shown are referred to true and North derived from the 1972 NAD 83 datum.
- (4) Lots Y-S-T-4, Y-S-T-5 & Y-S-T-6 coincide with this plan.

**Plan References:**

- (1) Plan of Survey of Lot D-11 and 11A & Reproduction of Lot 11 & 11A & 11B & 11C & 11D & 11E & 11F & 11G & 11H & 11I & 11J & 11K & 11L & 11M & 11N & 11O & 11P & 11Q & 11R & 11S & 11T & 11U & 11V & 11W & 11X & 11Y & 11Z & 11AA & 11AB & 11AC & 11AD & 11AE & 11AF & 11AG & 11AH & 11AI & 11AJ & 11AK & 11AL & 11AM & 11AN & 11AO & 11AP & 11AQ & 11AR & 11AS & 11AT & 11AU & 11AV & 11AW & 11AX & 11AY & 11AZ & 11BA & 11BB & 11BC & 11BD & 11BE & 11BF & 11BG & 11BH & 11BI & 11BJ & 11BK & 11BL & 11BM & 11BN & 11BO & 11BP & 11BQ & 11BR & 11BS & 11BT & 11BU & 11BV & 11BW & 11BX & 11BY & 11BZ & 11CA & 11CB & 11CC & 11CD & 11CE & 11CF & 11CG & 11CH & 11CI & 11CJ & 11CK & 11CL & 11CM & 11CN & 11CO & 11CP & 11CQ & 11CR & 11CS & 11CT & 11CU & 11CV & 11CW & 11CX & 11CY & 11CZ & 11DA & 11DB & 11DC & 11DD & 11DE & 11DF & 11DG & 11DH & 11DI & 11DJ & 11DK & 11DL & 11DM & 11DN & 11DO & 11DP & 11DQ & 11DR & 11DS & 11DT & 11DU & 11DV & 11DW & 11DX & 11DY & 11DZ & 11EA & 11EB & 11EC & 11ED & 11EE & 11EF & 11EG & 11EH & 11EI & 11EJ & 11EK & 11EL & 11EM & 11EN & 11EO & 11EP & 11EQ & 11ER & 11ES & 11ET & 11EU & 11EV & 11EW & 11EX & 11EY & 11EZ & 11FA & 11FB & 11FC & 11FD & 11FE & 11FF & 11FG & 11FH & 11FI & 11FJ & 11FK & 11FL & 11FM & 11FN & 11FO & 11FP & 11FQ & 11FR & 11FS & 11FT & 11FU & 11FV & 11FW & 11FX & 11FY & 11FZ & 11GA & 11GB & 11GC & 11GD & 11GE & 11GF & 11GG & 11GH & 11GI & 11GJ & 11GK & 11GL & 11GM & 11GN & 11GO & 11GP & 11GQ & 11GR & 11GS & 11GT & 11GU & 11GV & 11GW & 11GX & 11GY & 11GZ & 11HA & 11HB & 11HC & 11HD & 11HE & 11HF & 11HG & 11HH & 11HI & 11HJ & 11HK & 11HL & 11HM & 11HN & 11HO & 11HP & 11HQ & 11HR & 11HS & 11HT & 11HU & 11HV & 11HW & 11HX & 11HY & 11HZ & 11IA & 11IB & 11IC & 11ID & 11IE & 11IF & 11IG & 11IH & 11II & 11IJ & 11IK & 11IL & 11IM & 11IN & 11IO & 11IP & 11IQ & 11IR & 11IS & 11IT & 11IU & 11IV & 11IW & 11IX & 11IY & 11IZ & 11JA & 11JB & 11JC & 11JD & 11JE & 11JF & 11JG & 11JH & 11JI & 11JJ & 11JK & 11JL & 11JM & 11JN & 11JO & 11JP & 11JQ & 11JR & 11JS & 11JT & 11JU & 11JV & 11JW & 11JX & 11JY & 11JZ & 11KA & 11KB & 11KC & 11KD & 11KE & 11KF & 11KG & 11KH & 11KI & 11KJ & 11KK & 11KL & 11KM & 11KN & 11KO & 11KP & 11KQ & 11KR & 11KS & 11KT & 11KU & 11KV & 11KW & 11KX & 11KY & 11KZ & 11LA & 11LB & 11LC & 11LD & 11LE & 11LF & 11LG & 11LH & 11LI & 11LJ & 11LK & 11LL & 11LM & 11LN & 11LO & 11LP & 11LQ & 11LR & 11LS & 11LT & 11LU & 11LV & 11LW & 11LX & 11LY & 11LZ & 11MA & 11MB & 11MC & 11MD & 11ME & 11MF & 11MG & 11MH & 11MI & 11MJ & 11MK & 11ML & 11MN & 11MO & 11MP & 11MQ & 11MR & 11MS & 11MT & 11MU & 11MV & 11MW & 11MX & 11MY & 11MZ & 11NA & 11NB & 11NC & 11ND & 11NE & 11NF & 11NG & 11NH & 11NI & 11NJ & 11NK & 11NL & 11NM & 11NN & 11NO & 11NP & 11NQ & 11NR & 11NS & 11NT & 11NU & 11NV & 11NW & 11NX & 11NY & 11NZ & 11OA & 11OB & 11OC & 11OD & 11OE & 11OF & 11OG & 11OH & 11OI & 11OJ & 11OK & 11OL & 11OM & 11ON & 11OO & 11OP & 11OQ & 11OR & 11OS & 11OT & 11OU & 11OV & 11OW & 11OX & 11OY & 11OZ & 11PA & 11PB & 11PC & 11PD & 11PE & 11PF & 11PG & 11PH & 11PI & 11PJ & 11PK & 11PL & 11PM & 11PN & 11PO & 11PP & 11PQ & 11PR & 11PS & 11PT & 11PU & 11PV & 11PW & 11PX & 11PY & 11PZ & 11QA & 11QB & 11QC & 11QD & 11QE & 11QF & 11QG & 11QH & 11QI & 11QJ & 11QK & 11QL & 11QM & 11QN & 11QO & 11QP & 11QQ & 11QR & 11QS & 11QT & 11QU & 11QV & 11QW & 11QX & 11QY & 11QZ & 11RA & 11RB & 11RC & 11RD & 11RE & 11RF & 11RG & 11RH & 11RI & 11RJ & 11RK & 11RL & 11RM & 11RN & 11RO & 11RP & 11RQ & 11RR & 11RS & 11RT & 11RU & 11RV & 11RW & 11RX & 11RY & 11RZ & 11SA & 11SB & 11SC & 11SD & 11SE & 11SF & 11SG & 11SH & 11SI & 11SJ & 11SK & 11SL & 11SM & 11SN & 11SO & 11SP & 11SQ & 11SR & 11SS & 11ST & 11SU & 11SV & 11SW & 11SX & 11SY & 11SZ & 11TA & 11TB & 11TC & 11TD & 11TE & 11TF & 11TG & 11TH & 11TI & 11TJ & 11TK & 11TL & 11TM & 11TN & 11TO & 11TP & 11TQ & 11TR & 11TS & 11TT & 11TU & 11TV & 11TW & 11TX & 11TY & 11TZ & 11UA & 11UB & 11UC & 11UD & 11UE & 11UF & 11UG & 11UH & 11UI & 11UJ & 11UK & 11UL & 11UM & 11UN & 11UO & 11UP & 11UQ & 11UR & 11US & 11UT & 11UU & 11UV & 11UW & 11UX & 11UY & 11UZ & 11VA & 11VB & 11VC & 11VD & 11VE & 11VF & 11VG & 11VH & 11VI & 11VJ & 11VK & 11VL & 11VM & 11VN & 11VO & 11VP & 11VQ & 11VR & 11VS & 11VT & 11VU & 11VV & 11VW & 11VX & 11VY & 11VZ & 11WA & 11WB & 11WC & 11WD & 11WE & 11WF & 11WG & 11WH & 11WI & 11WJ & 11WK & 11WL & 11WM & 11WN & 11WO & 11WP & 11WQ & 11WR & 11WS & 11WT & 11WU & 11WV & 11WW & 11WX & 11WY & 11WZ & 11XA & 11XB & 11XC & 11XD & 11XE & 11XF & 11XG & 11XH & 11XI & 11XJ & 11XK & 11XL & 11XM & 11XN & 11XO & 11XP & 11XQ & 11XR & 11XS & 11XT & 11XU & 11XV & 11XW & 11XX & 11XY & 11XZ & 11YA & 11YB & 11YC & 11YD & 11YE & 11YF & 11YG & 11YH & 11YI & 11YJ & 11YK & 11YL & 11YM & 11YN & 11YO & 11YP & 11YQ & 11YR & 11YS & 11YT & 11YU & 11YV & 11YW & 11YX & 11YY & 11YZ & 11ZA & 11ZB & 11ZC & 11ZD & 11ZE & 11ZF & 11ZG & 11ZH & 11ZI & 11ZJ & 11ZK & 11ZL & 11ZM & 11ZN & 11ZO & 11ZP & 11ZQ & 11ZR & 11ZS & 11ZT & 11ZU & 11ZV & 11ZW & 11ZX & 11ZY & 11ZZ

**Surveyor's Certificate**

I, Frank Longstaff, Nova Scotia Land Surveyor, hereby certify that the survey represented by this plan was made by me or under my supervision and in accordance with the Nova Scotia Land Surveyor's Act and the regulations made thereunder.

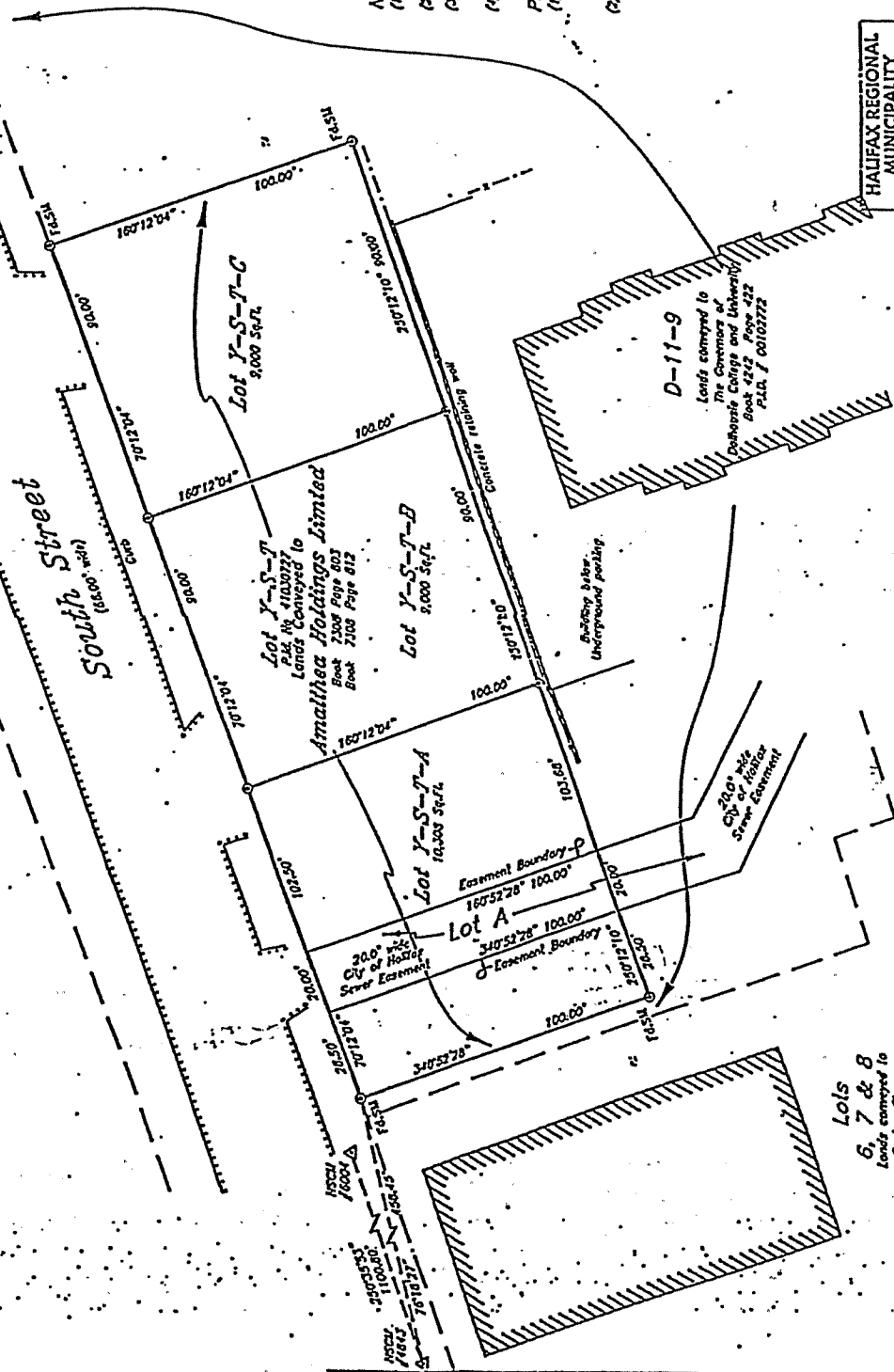
Dated this 7th day of June 2004.

FRANK LONGSTAFF, R.S.L.S.

Longstaff - Parker

Plan of Survey Showing

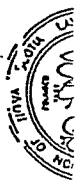
Lots Y-S-T-A, Y-S-T-B, Y-S-T-C  
Lands Conveyed to  
Amalthea Holdings Limited



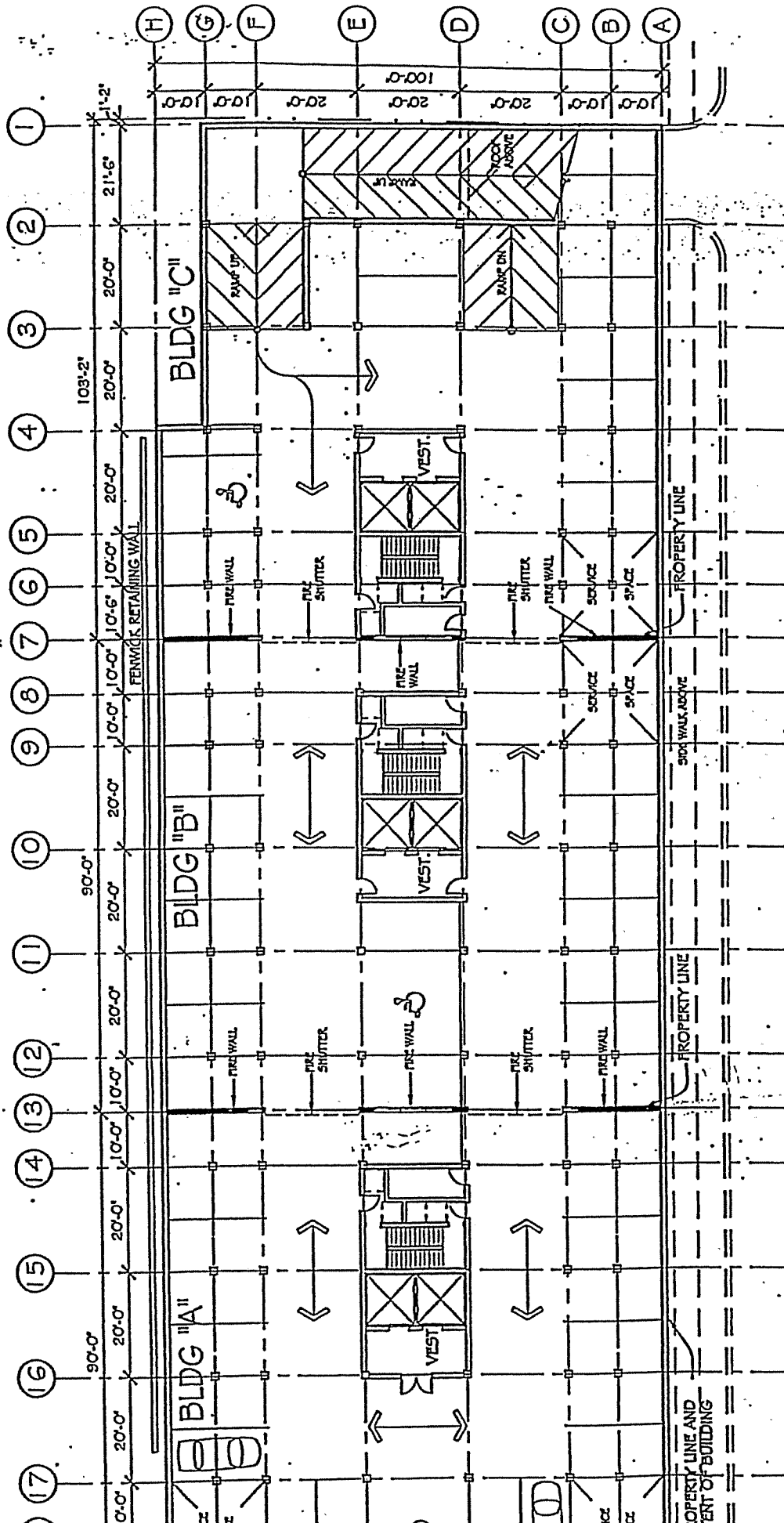
HALIFAX REGIONAL MUNICIPALITY  
JUN 08 2004  
PLANNING SERVICES  
WEST END MALL OFFICE

00614-024

PLANNING SERVICES  
WEST END MALL OFFICE



Lots 6, 7 & 8  
Lands conveyed to  
Gaston Chagnon  
Progenies Limited  
Book 2028 Page 635



BLDG "C" P1 - 14 CARS

BLDG "B" P1 - 20 CARS

BLDG "A" P1 - 20 CARS

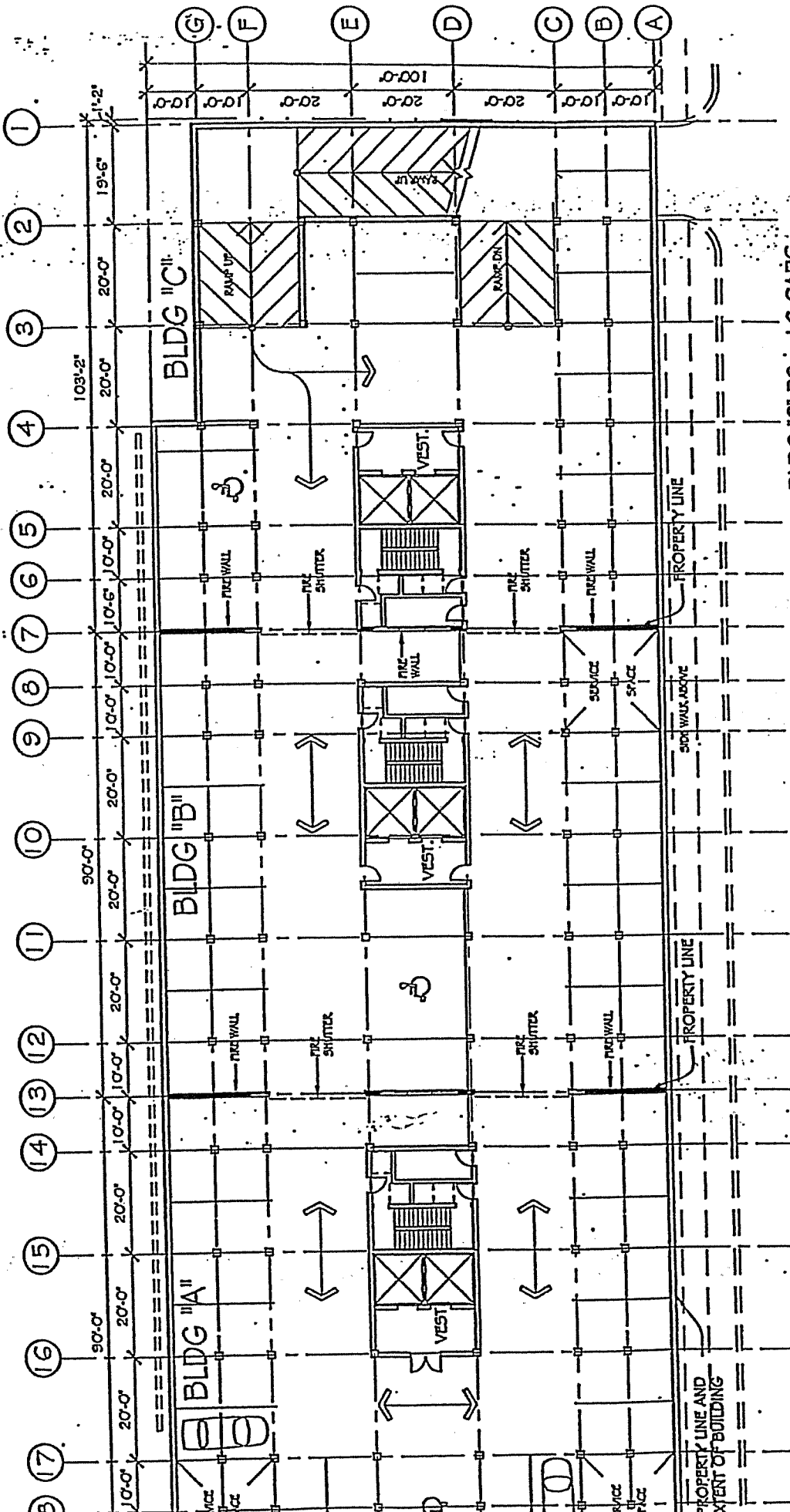
(TOTAL 3 LEVELS 44 CARS)

(TOTAL 2 LEVELS 40 CARS)

(TOTAL 2 LEVELS 40 CARS)

LEVEL P1

JUNE 7, 2004



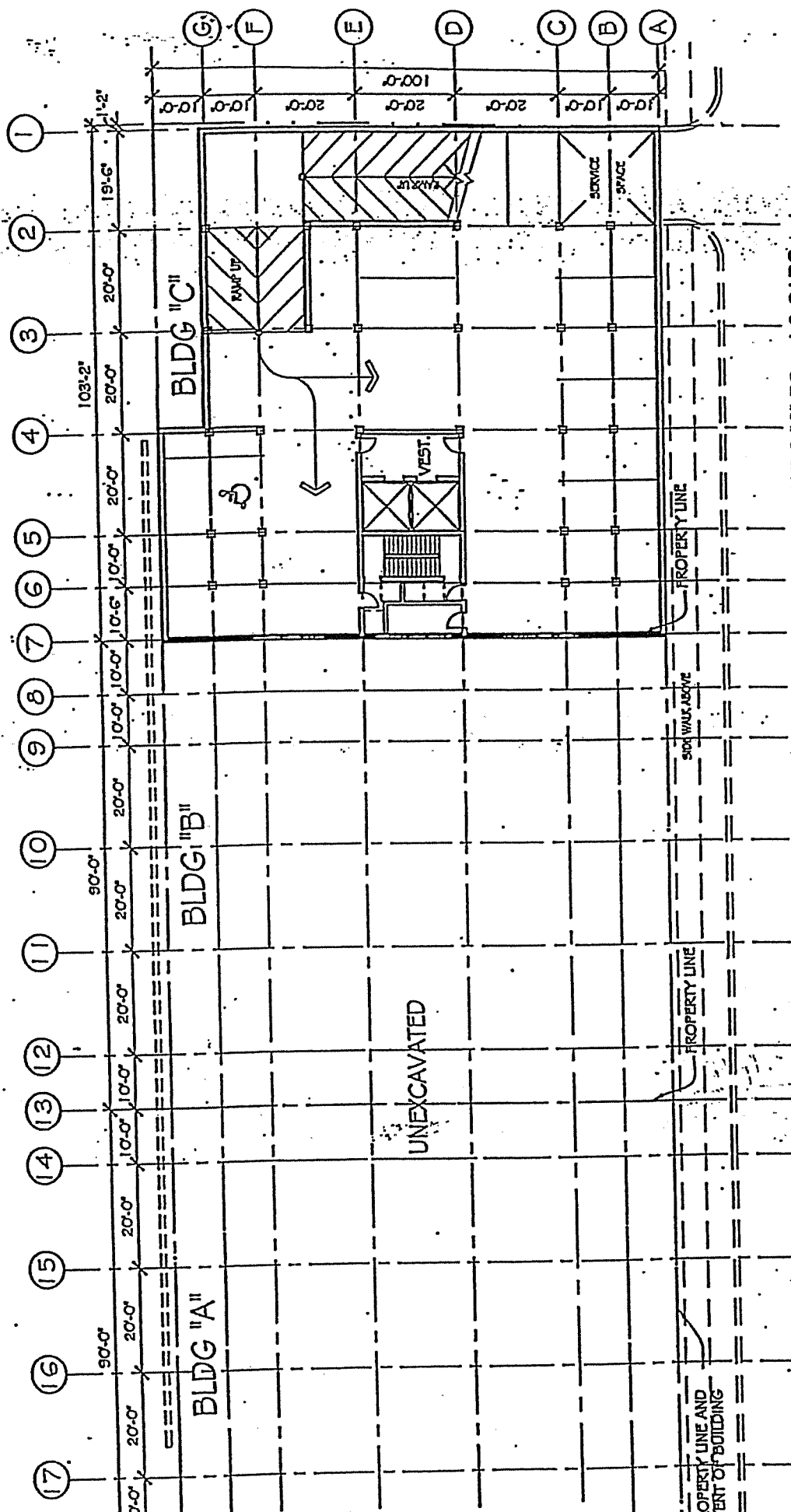
BLDG "C" P2 - 16 CARS  
 (TOTAL 3 LEVELS 44 CARS)

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

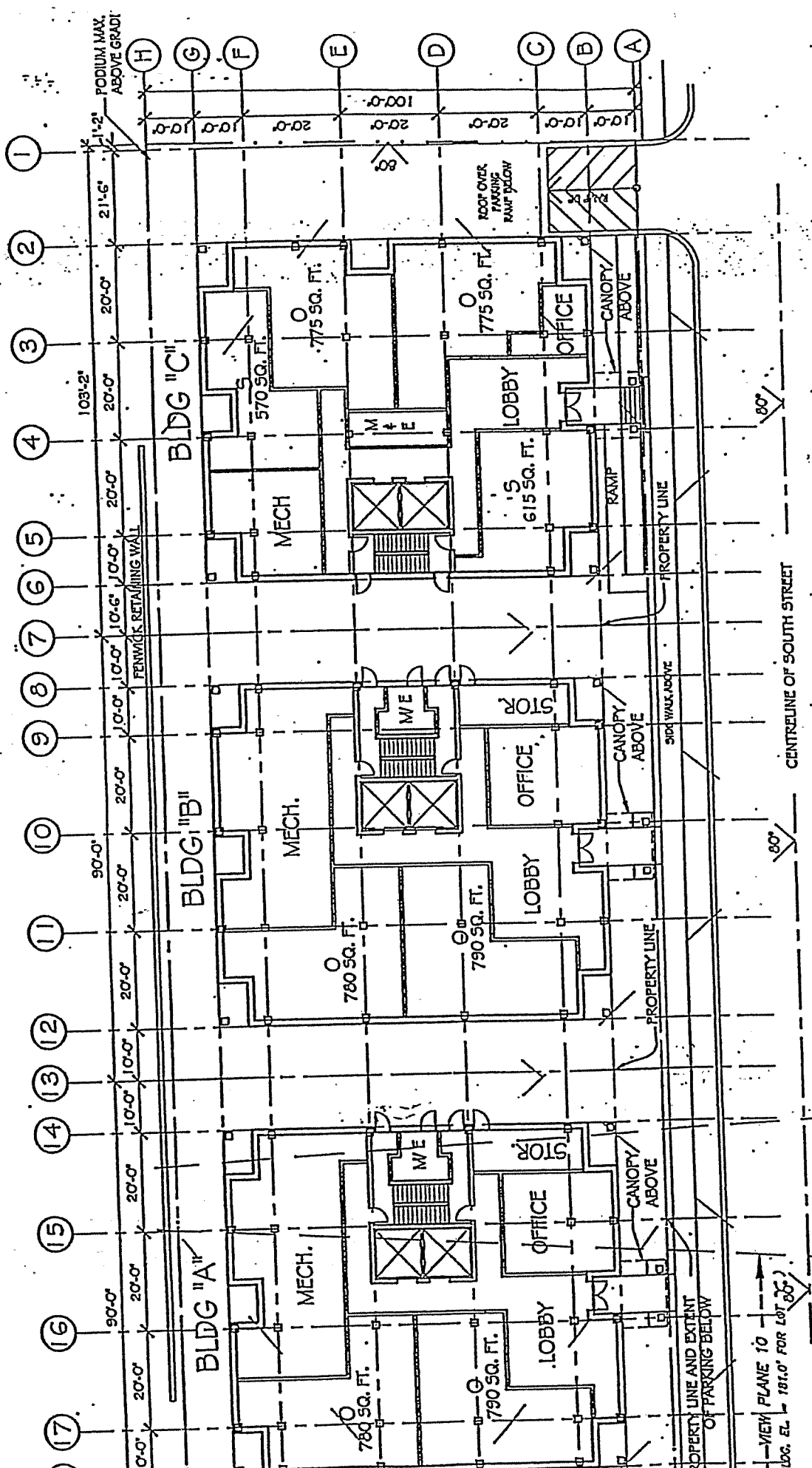




BLDG "C" P3 - 16 CARS  
 (TOTAL 3 LEVELS 44 CARS)

**P3 LEVEL**  
 JUNE 7, 2004



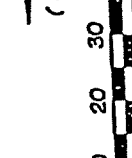


# GROUND FLOOR

JUNE 7, 2004



VIEW PLANE 9  
(MAX. BLDG. EL. = 183.0' FOR LOT 7')



VIEW PLANE 10  
BLDG. EL. = 181.0' FOR LOT 8'

CENTRELINE OF SOUTH STREET

PROPERTY LINE AND EXTENT OF PARKING BELOW

PROPERTY LINE

SIDWALK ABOVE

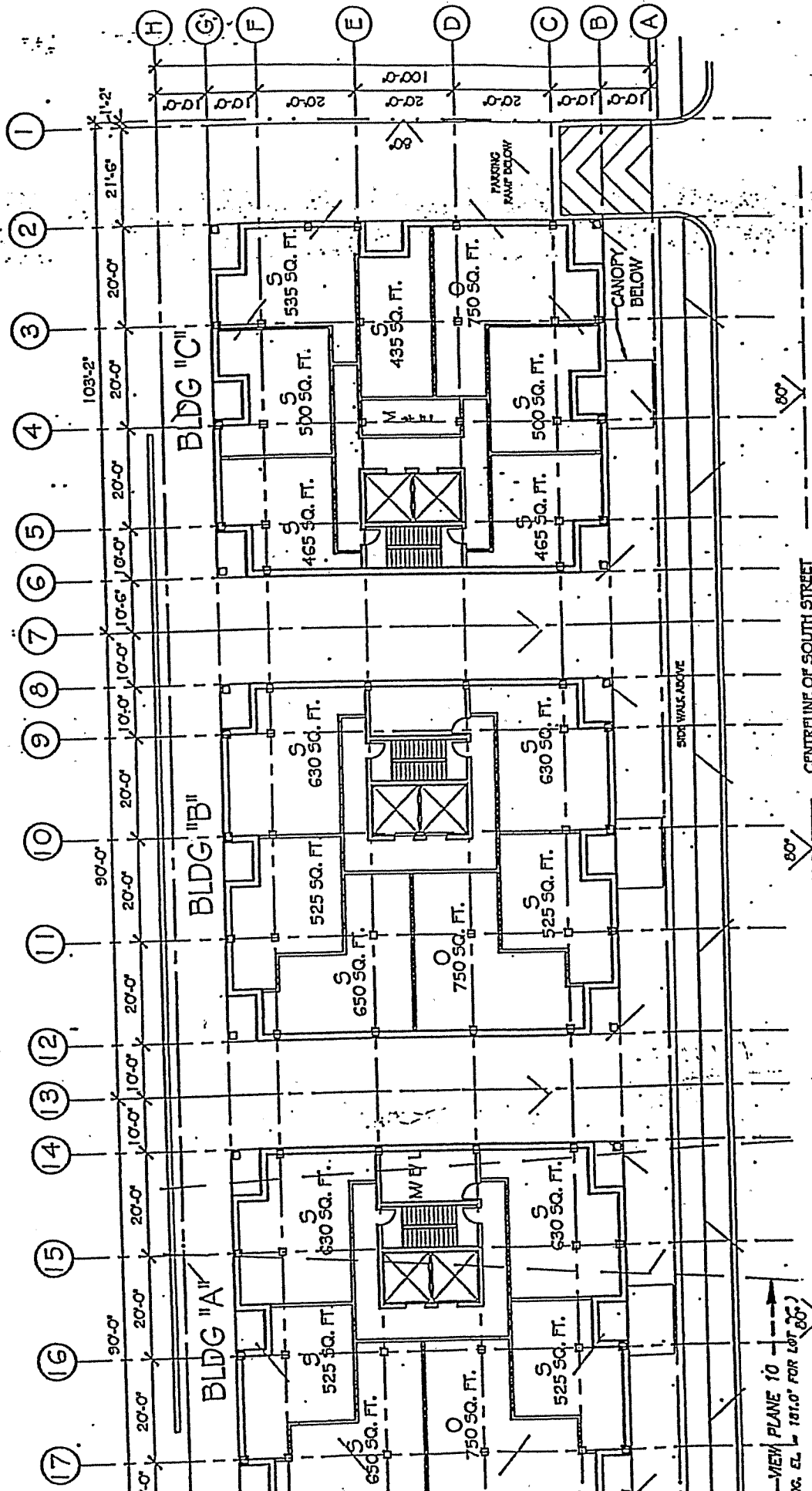
PROPERTY LINE

CANOPY ABOVE

ROOF OVER PARKING RAMP BELOW

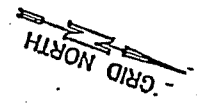
PODIUM MAX. ABOVE GRADE





# FLOORS 2-7

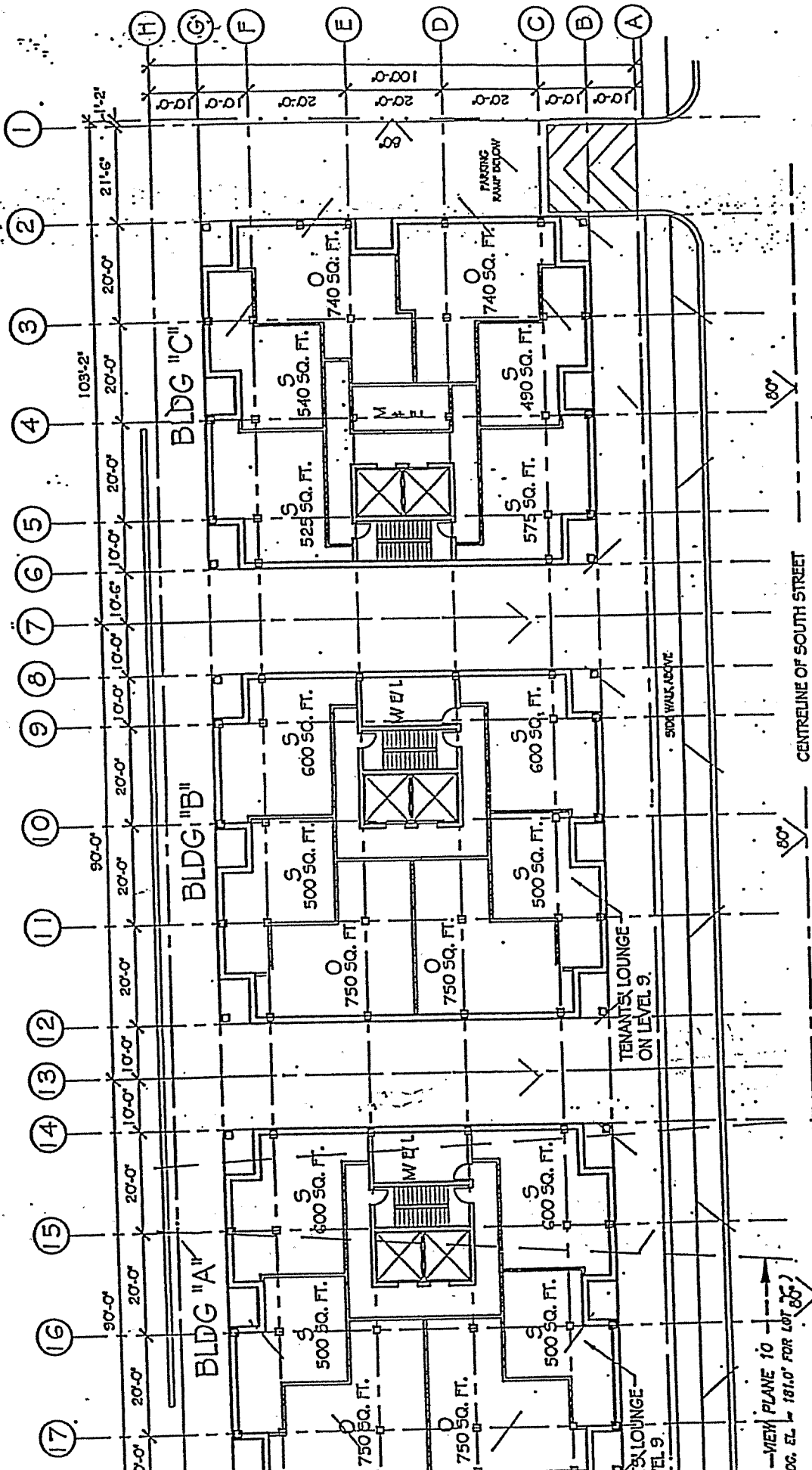
JUNE 7, 2004



VIEW PLANE 9  
(MAX. BLDG. EL. = 183.0' FOR LOT 7)

VIEW PLANE 10  
(MAX. EL. = 181.0' FOR LOT 80)





# FLOORS 8-9

JUNE 7, 2004



VIEW PLANE 9  
(MAX. BLDG. EL. = 183.0' FOR LOT 7')

20 30 60 ft.

VIEW PLANE 10  
(BLDG. EL. = 181.0' FOR LOT 8')

CENTRELINE OF SOUTH STREET

80°

80°

80°

PARKING RAMP BELOW

TENANTS LOUNGE ON LEVEL 9

TENANTS LOUNGE ON LEVEL 9

BLDG "C"

BLDG "B"

BLDG "A"

103'-2"

21'-6"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

20'-0"

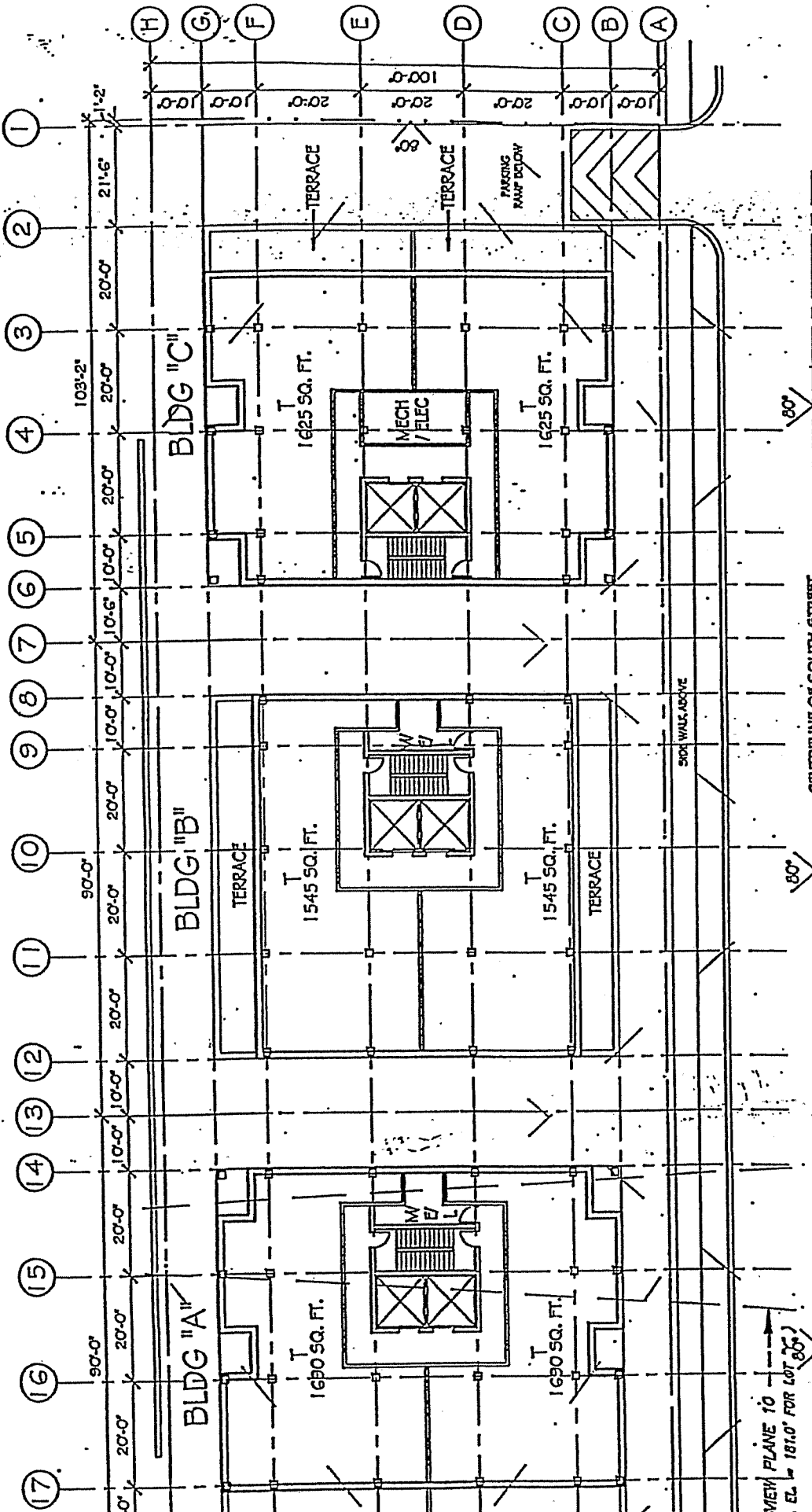
20'-0"

20'-0"

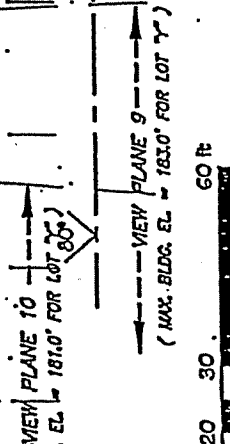
20'-0"

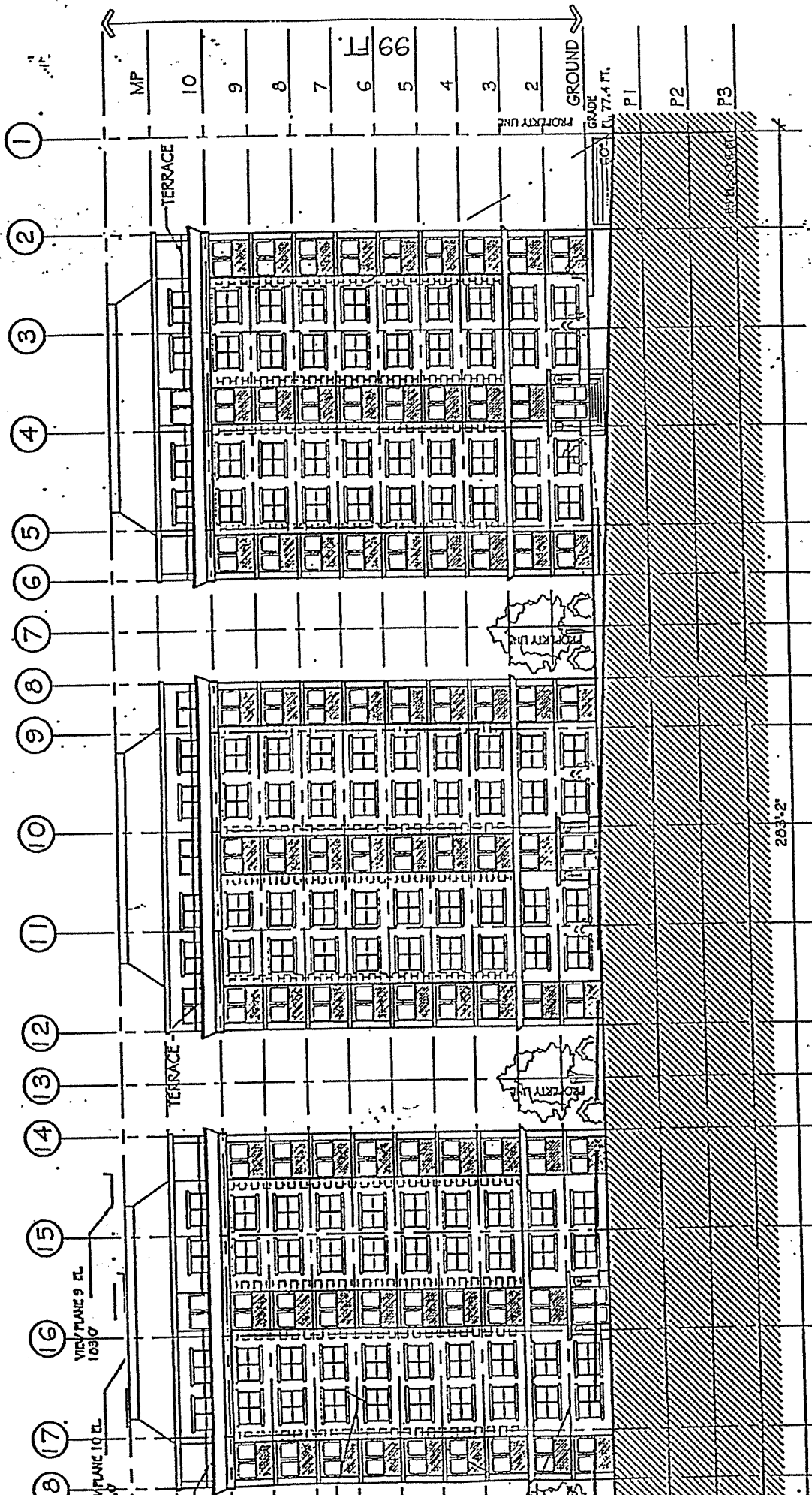
20'-0"

20'-0"



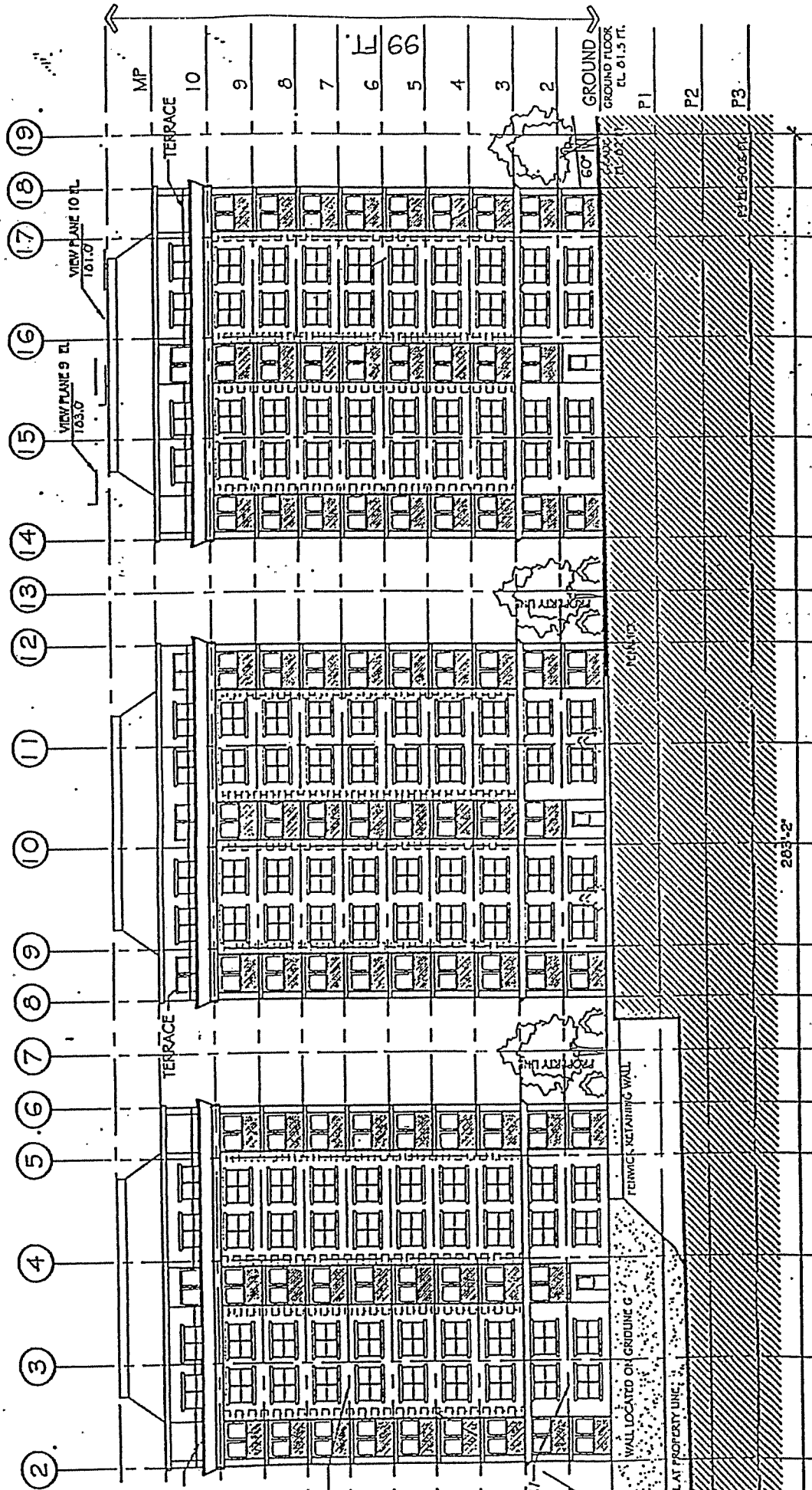
**FLOOR 10**  
 JUNE 7, 2004





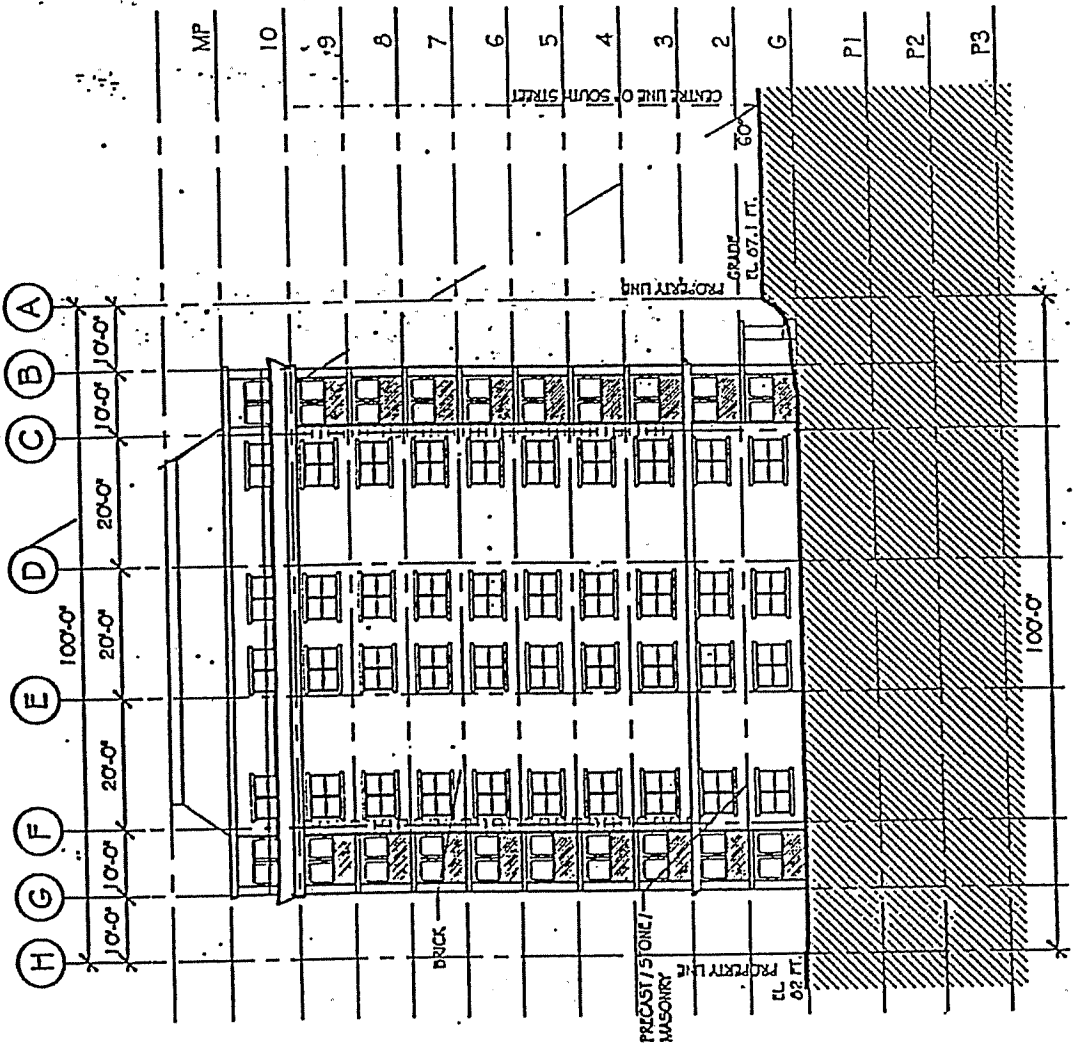
SOUTH ST. NORTH ELEVATION



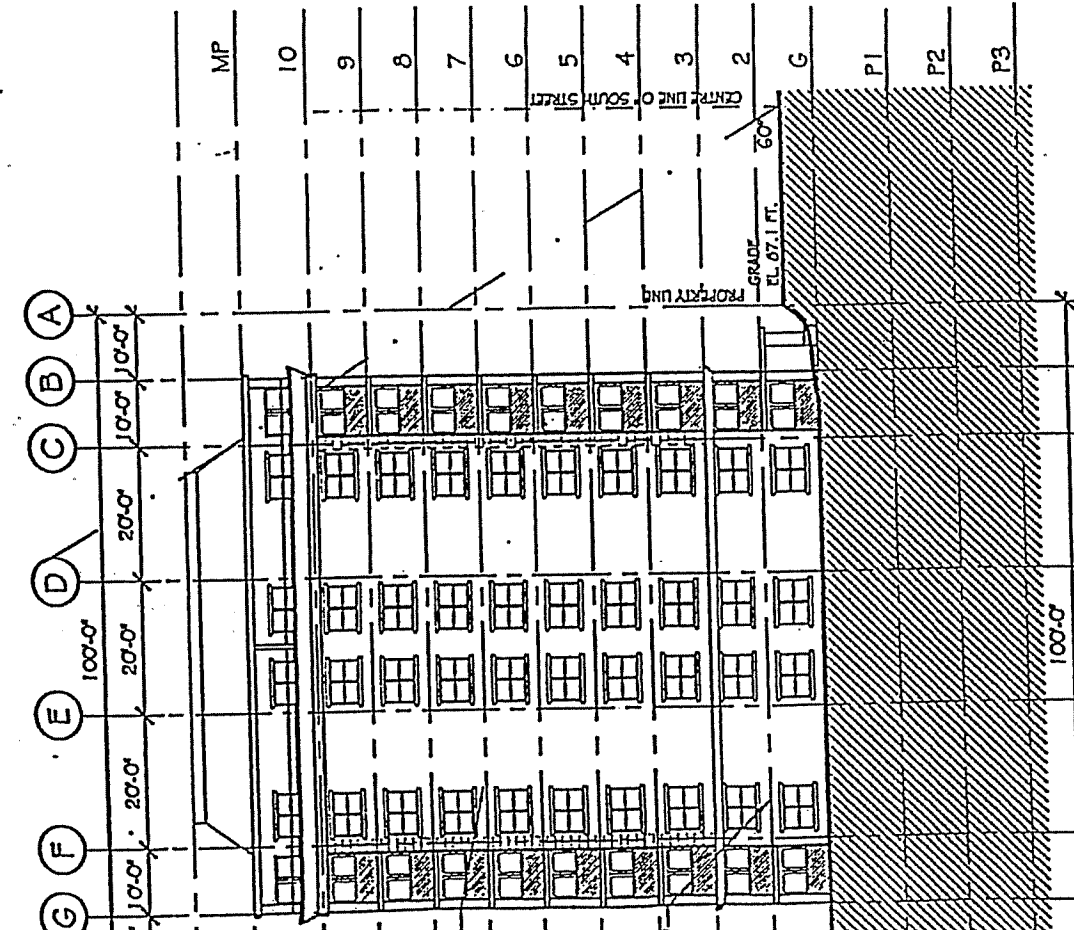


REAR (SOUTH) ELEVATION

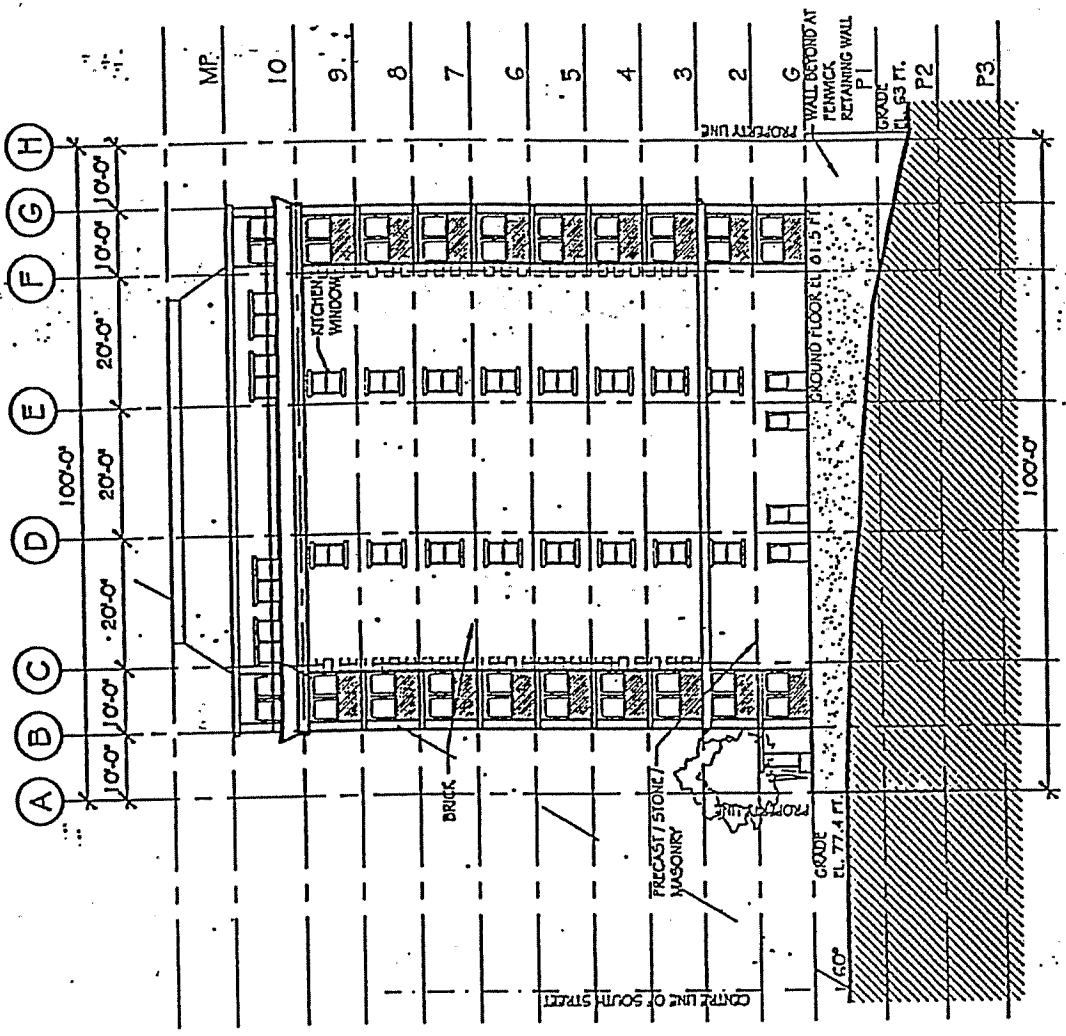




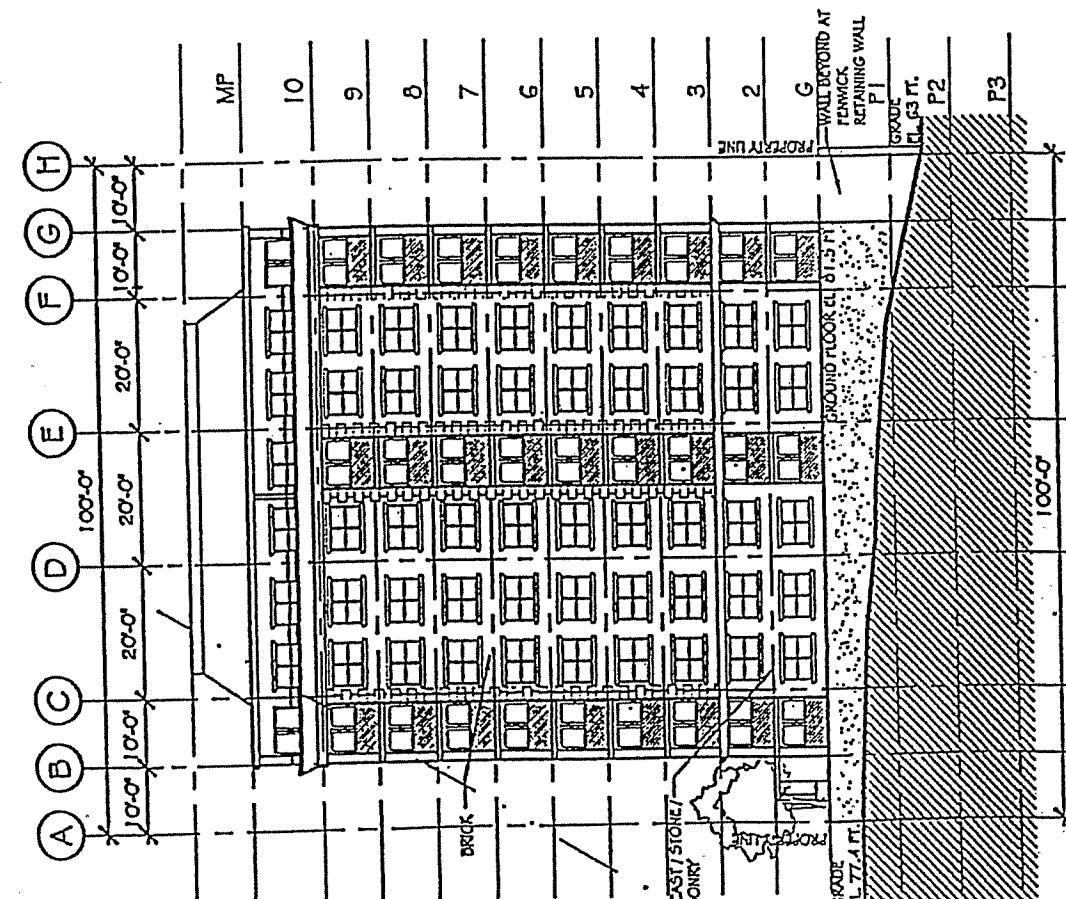
EAST ELEVATION  
BLDG "B"



EAST ELEVATION  
BLDG "A"

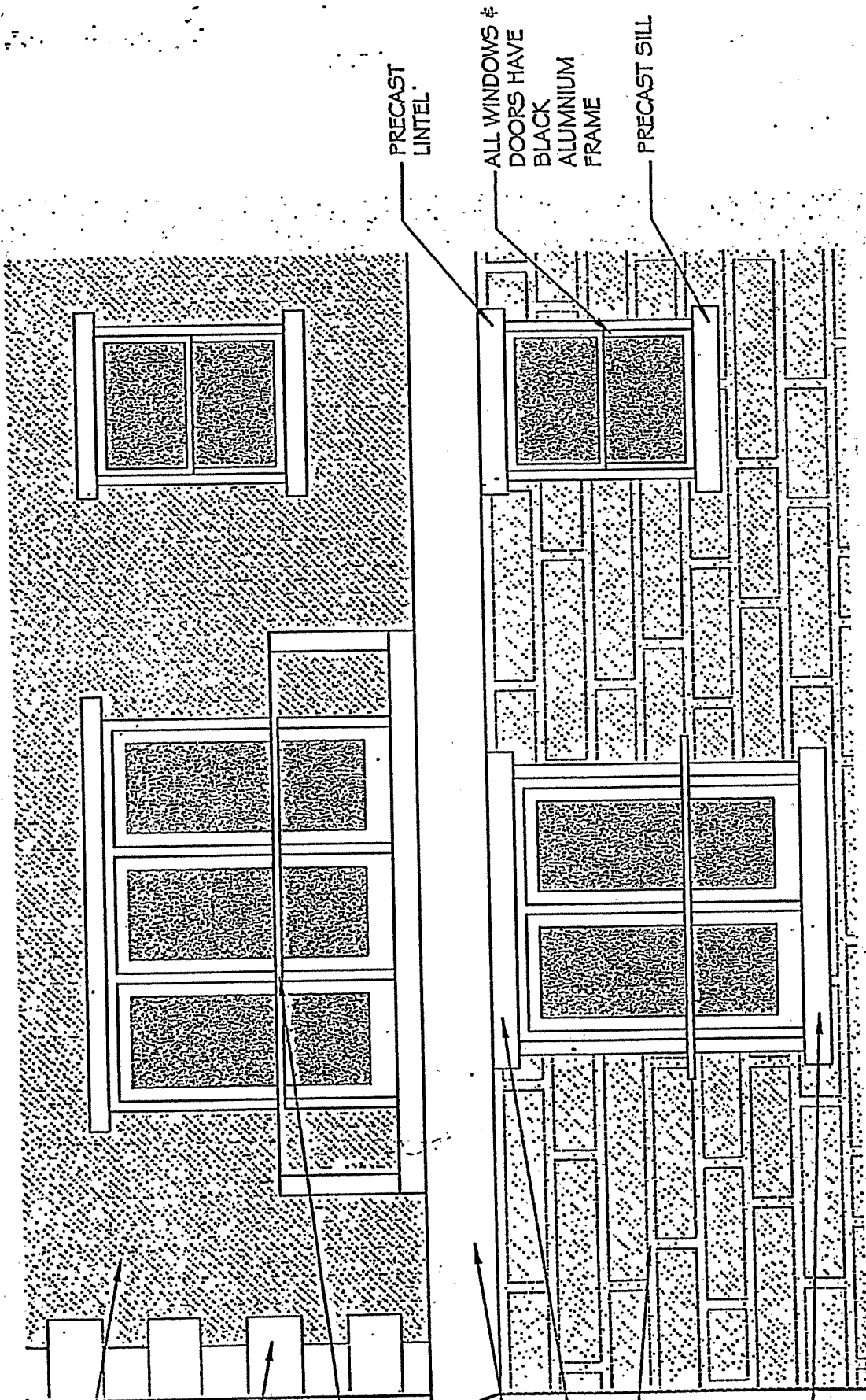


TYPICAL ELEVATION  
WEST WALL BLDG "A" & "B"  
& EAST WALL BLDG "C"



WEST ELEVATION  
BLDG "C"





OR  
ST  
WITH  
IN-FILL

ST.  
ERSTONE

ONY  
RISED OF  
RAILING  
OPAQUE  
S.

ST  
ICE  
ST

ST PANELS  
MASONRY  
SSION

AST SILL

PRECAST  
LINTEL

ALL WINDOWS &  
DOORS HAVE  
BLACK  
ALUMINIUM  
FRAME

PRECAST SILL

5620 South Street  
MATERIAL DETAILS

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

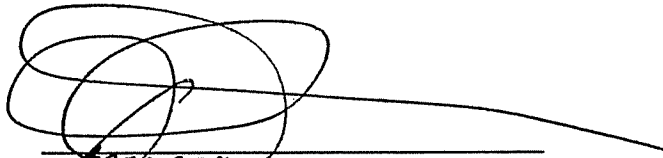
May 19, 2004  
Property Owner: Amalthea Holdings Ltd



PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

HCS

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.

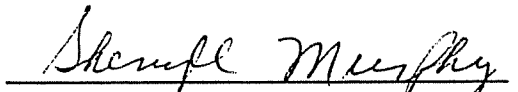


A Commissioner of the Supreme Court  
of Nova Scotia

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 Yail Cluett & Ken Dencit 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

