

Joint public hearing  
Regional Council July 13, 2004  
Peninsula Community Council July 13, 2004

To: Mayor Kelly and Members of Regional Council  
Chairman and Members of Peninsula Community Council

Submitted by:   
Dan English, Acting Chief Administrative Officer

Date: June 25, 2004

Subject: Case 00628: Halifax MPS and LUB Amendment, Development Agreement -  
5837 Cunard Street and 2372 June Street.

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### **SUPPLEMENTARY REPORT**

#### **ORIGIN:**

- Request by Amalthea Holdings Limited to amend the Halifax Municipal Planning Strategy and Land Use By-law to enable a development agreement at 5837 Cunard Street and 2372 June Street and request for a development agreement at 5837 Cunard Street and 2372 June Street to permit an apartment building.
- Peninsula Community Council meeting of June 14, 2004
- Regional Council meeting of June 22, 2004
- Memo dated June 25, 2004 from Gary Porter

#### **RECOMMENDATION:**

It is recommended that Regional Council approve the amendments to the Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use Bylaw as contained in Attachment A to the memorandum dated June 25, 2004.

It is recommended that Peninsula Community Council:

1. Contingent upon the approval by Regional Council of the above Municipal Planning Strategy and Land Use By-law amendments and the coming into effect of said amendments, approve the development agreement, as contained in Attachment B to the memorandum dated June 25, 2004. (Staff will bring this matter back to Peninsula Community Council for a decision at the appropriate time).
2. Require that the development agreement be signed 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:**

Regional Council and Peninsula Community Council have scheduled July 13, 2004 for a joint public hearing to consider amendments to the Halifax Municipal Planning Strategy and Land Use Bylaw to enable a development agreement to permit an apartment building at 5837 Cunard Street and 2372 June Street and to consider the development agreement at 5837 Cunard Street and 2372 June Street for the apartment building.

Subsequent to the preparation of the staff report, the developer requested the proposed amendments and development agreement provide for the possibility of subdivision of the property into several lots. The purpose of this is to allow for the building to be financed and built in stages. Ultimately, different portions could be under different ownership.

In moving First Reading of the proposed amendments to Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use Bylaw as contained in Attachment A of the May 18, 2004 staff report, Councillor Blumenthal, vice-chair of the Peninsula Community Council, requested that an additional policy provision be included to allow subdivision of the site so that the building can be constructed in phases. Revised Attachments A and B (development agreement), which reflect these changes were previously circulated to Council in a memo from Gary Porter dated June 25, 2004 and that memo is also attached to this report.

## **DISCUSSION:**

The ability to subdivide was not addressed in the May 18, 2004 staff report nor included in the draft amendments and development agreement attached thereto. Including the ability to subdivide is considered a technical change and not a substantial change to the proposal discussed in the May 18, 2004 staff report.

Subdivision of the site will not alter the external appearance of the building. Some changes may be required to the internal structure of the building in order to comply with the building code where the building abuts a property boundary, such as increased fire protection. However, when complete, the building will have the same external appearance whether it is subdivided or not.

The ability to subdivide will only become available once the development agreement is executed. The development agreement applies to the land and is binding on all subsequent owners. Therefore the same conditions will apply whether there is one owner or several owners of this development.

## **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. **Regional Council** may approve the requested amendments to the Municipal Planning Strategy and land use by-law as contained in Attachment A and **Peninsula Community Council** may approve the development agreement as contained in Attachment B to permit a 150 unit apartment building at 5837 Cunard Street and 2372 June Street. This is the recommended course of action.
2. **Regional Council** could refuse the requested amendments to the Municipal Planning Strategy. A request to amend its Municipal Planning Strategy is completely at the discretion of Council. A decision not to amend the MPS cannot be appealed. Should Regional Council not adopt the proposed amendments to the Municipal Planning Strategy, the matter is at an end and there is no action required of Peninsula Community Council
3. **Peninsula Community Council** may refuse to enter into the development agreement, and in doing so, must provide reasons based on conflict with MPS Policy. Staff does not recommend this alternative, as the proposed amendments to the MPS have been drafted to permit this development agreement.
4. **Peninsula Community Council** may choose to request modifications to the development agreement. Such 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:

Memo from Gary Porter dated June 25, 2004 with attachments

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 Approved by: \_\_\_\_\_

Paul Dunphy, Director of Planning & Development Services

Report Prepared by: Gary Porter, Planner II, 490-4403

**MEMORANDUM**

**TO:** Mayor Kelly and Members of Regional Council  
Chairman and Members of Peninsula Community Council

**FROM:** Gary Porter, Planner II

**DATE:** June 25, 2004

**SUBJECT:** Case 00628: Halifax MPS and LUB Amendment, Development Agreement - 5837  
Cunard Street and 2372 June Street.

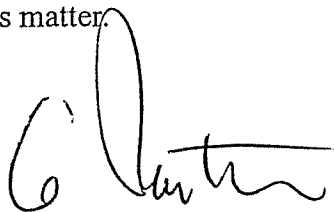
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Regional Council and Peninsula Community Council have scheduled July 13, 2004 for a joint public hearing to consider amendments to the Halifax Municipal Planning Strategy and Land Use Bylaw to enable a development agreement to permit an apartment building at 5837 Cunard Street and 2372 June Street and to consider the development agreement at 5837 Cunard Street and 2372 June Street for the apartment building.

Subsequent to the preparation of the May 18, 2004 staff report, the developer requested the proposed amendments and development agreement provide for the possibility of subdivision of the property into several lots. The purpose of this is to allow for the building to be financed and built in stages. Ultimately, different portions could be under different ownership.

In moving First Reading of the proposed amendments to Halifax Municipal Planning Strategy and the Halifax Peninsula Land Use Bylaw as contained in Attachment A of the May 18, 2004 staff report, Councillor Blumenthal, vice-chair of the Peninsula Community Council, requested that an additional policy provision be included to allow subdivision of the site so that the building can be constructed in phases. A revised Attachment A is included with this memo along with a revised Attachment B (development agreement) which will permit subdivision of the property. Changes from the amendments and agreement included with the May 18, 2004 staff report, which will enable future subdivision, are indicated in ***bold and italics***. Schedule G-1 is also added to the draft development agreement indicating how the land may be subdivided.

This information is being circulated now, in advance of the public hearing, as it must be available to Council and to the public at the time of the first ad (June 26, 2004) for the public hearing on this matter.



**Proposed Amendments to the Halifax Municipal Planning Strategy**

1. Amend Map 9Gf North of Section XI of the Halifax Municipal Planning Strategy by redesignating the properties known as LRIS PID No. 00150631 at the north east corner of Cunard Street and Princess Place and 40267908 June Street from Minor Commercial to Medium Density Residential.
2. Add Policy 1.8 to Section XI of the Halifax Municipal Planning Strategy to read as follows:

For the properties designated as Medium Density Residential known as LRIS PID No. 00150631 Cunard Street and 40267916, 00150573 and 40267908 June Street, the Municipality may permit an apartment building by development agreement. ***LRIS PID No. 00150631 Cunard Street and 40267916, 00150573 and 40267908 June Street may be subdivided so that portions of the apartment building are located on separate lots.***
2. Add Policy 1.8.1 to Section XI of the Halifax Municipal Planning Strategy to read as follows:

Any development permitted pursuant to Policy 1.8 shall be compatible with the surrounding area and this shall be achieved by attention to a variety of factors for which conditions may be set out in the development agreement, such as but not limited to:

  - a) the adequacy of the servicing capacity of the site;
  - b) architectural design of both the exterior and interior
  - c) the scale, and massing of the building;
  - d) the location and amount of parking provided;
  - e) accesses to the site and building
  - f) site landscaping including buffering;
  - g) building materials
3. Add Policy 1.8.2 to Section XI of the Halifax Municipal Planning Strategy to read as follows:

Notwithstanding the generality of Policy 1.8.1, any development permitted pursuant to Policy 1.8 shall not:

  - a) exceed 105 feet in height (exclusive of the mechanical penthouse) above the elevation of the Cunard Street street line where it is intersected by the east boundary of LRIS PID No. 00150631
  - b) contain more than 306 habitable rooms

**Proposed Amendments to the Peninsula Land Use By-law:**

- 1 Amend Zoning Map ZM-1 by rezoning the property known as LRIS PID 00150631 at the north east corner of Cunard Street and Princess Place and 40267908 June Street from C-2A (Minor Commercial Zone) to R-2 (General Residential Zone).
- 2 Add subsection (g) to section 98(1) of the Halifax Peninsula Land Use Bylaw to read as follows:

**Cunard/June Streets**

permit an apartment building in accordance with Policy 1.8.

Attachment B

THIS AGREEMENT made this                      day of                      , 2004,

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

**WHEREAS** the developer wishes to obtain permission to construct an apartment building at 5837 Cunard Street and 2372 June Street ( LRIS PID No. 00150631, 40267916, 00150573 and 40267908 ) , pursuant Policy 1.8 of Section XI of the Halifax Municipal Planning Strategy and Section 98(1)(g) 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      day of      2004, approved the said agreement to allow for a 150 unit apartment building 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 an apartment building containing a maximum of 150 dwelling units which, in the opinion of the Development Officer, is substantially in conformance with Plans No.051-060 filed in the Halifax Regional Municipality Planning and Development Services as Case 00628 and are attached as the following Schedules to this Agreement:

Schedule "A"	Legal Description of the Lands
Schedule "B"	South Elevation (051)
Schedule "C"	North Elevation (052)
Schedule "D"	East Elevation (053)
Schedule "E"	West Elevation (054)
Schedule "F"	Ground Floor Plan (055)
Schedule "G"	Floor 2 (056)
<b>Schedule "G-1"</b>	<b>Potential subdivision (063)</b>
Schedule "H"	Floor 3 (057)
Schedule "I"	Floor 4 - 9 (058)
Schedule "J"	Penthouse Level (059)
<b>Schedule "K-1"</b>	<b>Parking Level 1 (061)</b>
<b>Schedule "K-2"</b>	<b>Parking Level 2 (062)</b>
Schedule "L"	Cunard Street material details
Schedule "M"	Princess Place material details
Schedule "N"	June Street material details

### 2.2 Architectural Requirements

- (a) The building shall be clad in precast concrete simulating sandstone and red or red/brown brick or a combination of precast and traditional masonry construction provided that the appearance of the building as shown on Schedules B - E is unaltered and red or red/brown brick is used
- (b) Detailing as shown on Schedules B - E and L - 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 habitable rooms.
- (d) Balconies 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 shall be no vinyl or aluminum siding on the building.
- (g) Notwithstanding Schedule D, no more than one door per dwelling unit shall be permitted on June Street to a maximum of eight doors.

- (h) The clearance for the existing window as shown of Schedules F and G shall be to the satisfaction of the Development Officer so that its existing functionality is maintained or enhanced.
- (i) *The building may be constructed in phases and in any order provided that the complete underground parking structure shall be built at part of the first phase.*

### **2.3 Height**

The height of the proposed building shall be as shown on Schedules B - E. For greater certainty, the building shall not exceed 10 storeys on Cunard Street (exclusive of the mechanical penthouse) and the height of the 10<sup>th</sup> floor roof shall not exceed 105 feet above the elevation of the Cunard Street street line where it is intersected by the east boundary of the Lands. The building shall not exceed two storeys on Princess Place and June Street.

### **2.4 Density**

Any building constructed on the lands shall not contain more than 306 habitable rooms. Additional one and two bedroom units may be created in exchange for bachelor units provided the density does not exceed 306 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 density (48(1)), parking (6), setbacks and angle controls (47(2)-(5)) and open space (48(2)) which are altered only to the extent indicated on Schedules B - K or as specifically indicated in this agreement.

### **2.6 Solid Waste Facilities**

The building shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services 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 Parking**

A minimum of 86 underground parking spaces at least nine feet wide and twenty feet long shall be provided. Four visitor parking spaces shall be provided on June Street as shown on Schedule G.

## **2.9 Landscaping**

- 2.9.1 The developer shall submit a landscape plan, 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 development permit application and shall be subject to a non-substantial amendment to this agreement before a 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 shall 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 shall be completed prior to the issuance of the occupancy permit. 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.

## **2.10 Masonry Wall**

- 2.10.1 A masonry wall shall be constructed on the Lands along the rear lot line of the lots fronting on Princess Place.

- 2.10.2 The developer shall submit drawings showing the masonry wall on the Lands along the rear lot line of the lots fronting on Princess Place 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. The purpose of the wall is to provide privacy for the abutting Princess Place properties.

## **2.11 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 B - E and L - N
- (b) approval of a landscape plan
- (c) approval of the masonry wall to be constructed on the Lands along the rear lot line of the lots fronting on Princess Place.

## **2.12 Substantial Amendments**

Amendments to any matters not identified under section 2.11 shall be deemed substantial and may only be amended in accordance with the approval requirements of the Municipal Government Act.

## **2.13 Maintenance**

The Developer shall maintain and keep in good repair all portions of the development on the Lands, 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.

## **2.14 Subdivision**

*The Developer may subdivide the lands so that the two storey June Street portion (building B), the 10 storey Cunard Street portion (building A) and the two storey Princess Place portion (building A) are on separate lots. The June Street portion (building B) may be further subdivided into a maximum of seven lots having a minimum frontage of 20 feet and a minimum depth of 50 feet in accordance with dwelling unit configuration and as shown on Schedule G-1. The Princess Place portion (building A) may be further subdivided into a maximum of five lots having a minimum frontage of 22 feet and a minimum depth of 35 feet in accordance with dwelling unit configuration and as shown on Schedule G-1. Nothing in this agreement shall preclude the application of Section 7 of the Halifax Subdivision By-law.*

## **2.15 Additional landscaping**

In the event that building B or building C are not commenced in accordance with the time limit set out in section 3.3 and Council has not granted an extension pursuant to section 3.3, the developer shall landscape the portion of the lands where building B or building C were

to be located in a manner consistent with the landscaping requirements set out in section 2.9 as determined by the Development Officer.

### **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:*

*The 10 storey Cunard Street portion (building A) has not commenced within two years  
The two storey June Street portion (building B) has not commenced within three years  
The two storey Princess Place portion (building C) 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 A shall mean the pouring of the footing and foundation for the development. For the purpose of this section, commencement of construction of buildings B and C 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;
- (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

) AMALTHEA HOLDINGS LIMITED

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) Per \_\_\_\_\_

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) HALIFAX REGIONAL MUNICIPALITY

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) Per \_\_\_\_\_

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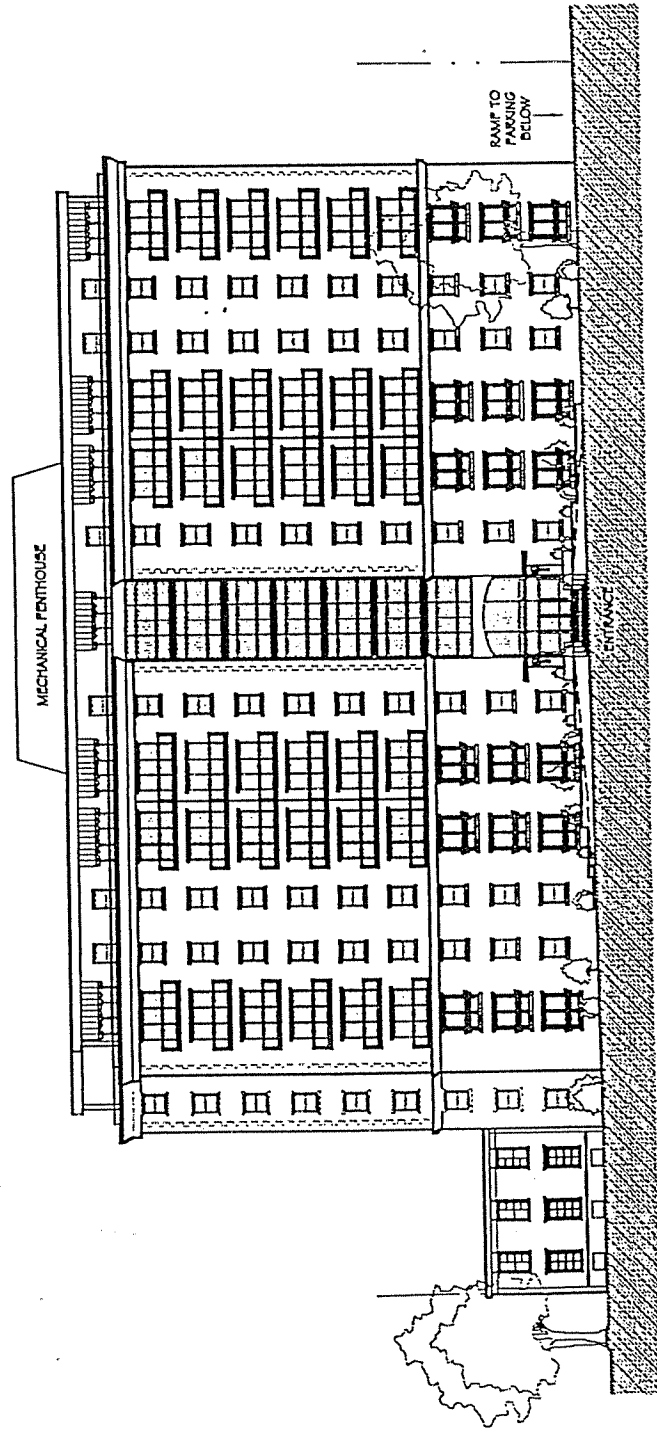
Mayor

)

)

) Per \_\_\_\_\_

Municipal Clerk



- PENTHOUSE
- 9TH FLOOR
- 8TH FLOOR
- 7TH FLOOR
- 6TH FLOOR
- 5TH FLOOR
- 4TH FLOOR
- 3RD FLOOR
- 2ND FLOOR
- GROUND FLOOR
- PARKING

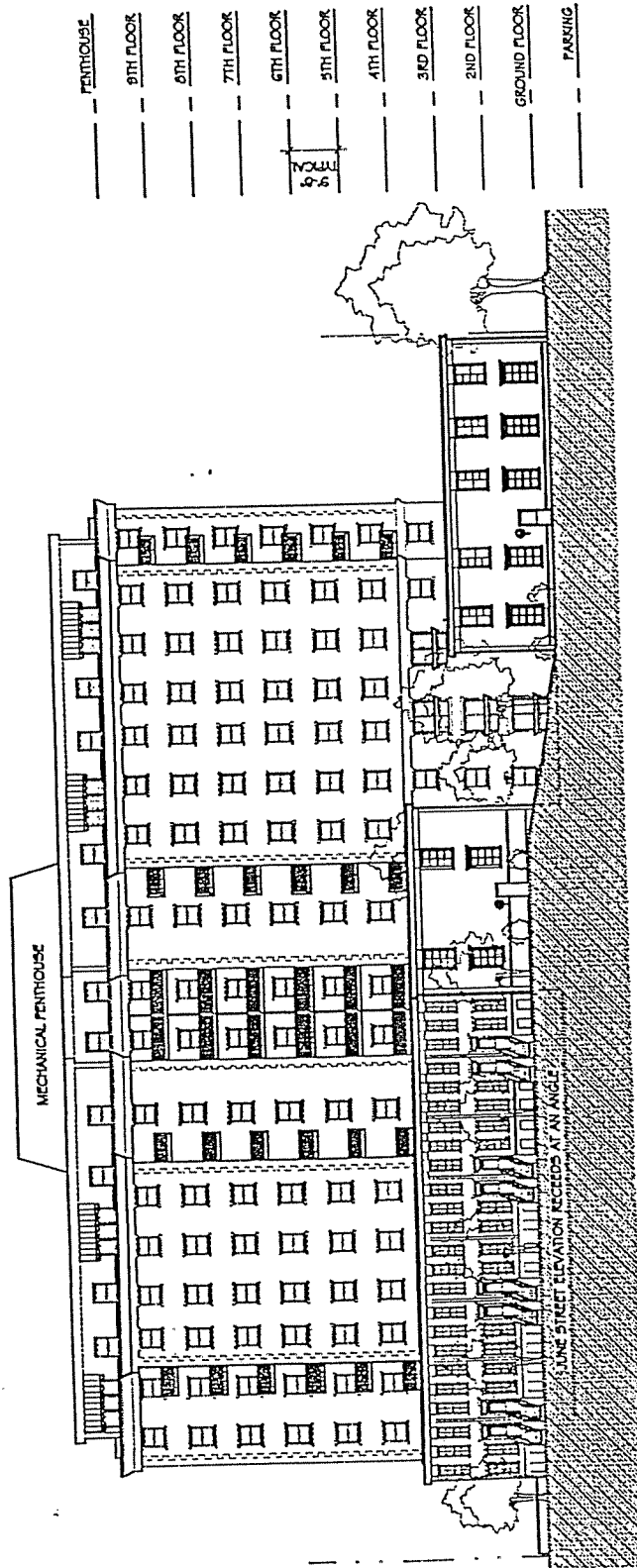
**SOUTH ELEVATION - CUNARD STREET**  
 SCALE: 1" = 40'-0"

2 Storeys on Princess Place & June St  
 9 Storeys & Penthouse on Cunard St

REvised April 1, 2004  
 Property Owner: Amalthra Holdings Ltd

Development Agreement Proposal  
 5819 to 5837 Cunard St & 2372 June St Halifax





# NORTH ELEVATION - COURTYARD

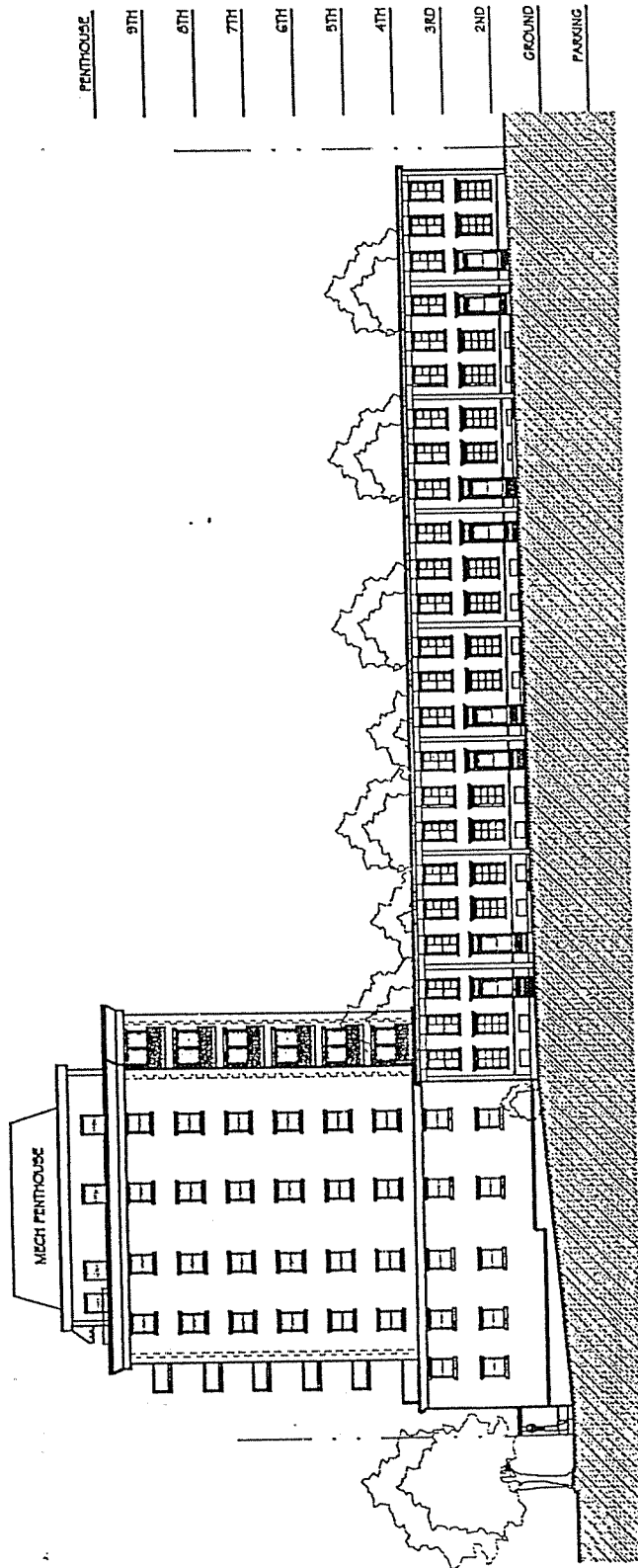
SCALE: 1" = 40'-0"

REVISED April 30, 2004

Property Owner: Amalthra Holdings Ltd

2 Storeys on Princess Place & June St  
9 Storeys & Penthouse on Cunard St

Development Agreement Proposal  
5819 to 5837 Cunard St & 2372 June St Halifax



# EAST ELEVATION - JUNE STREET

SCALE: 1" = 40'-0"

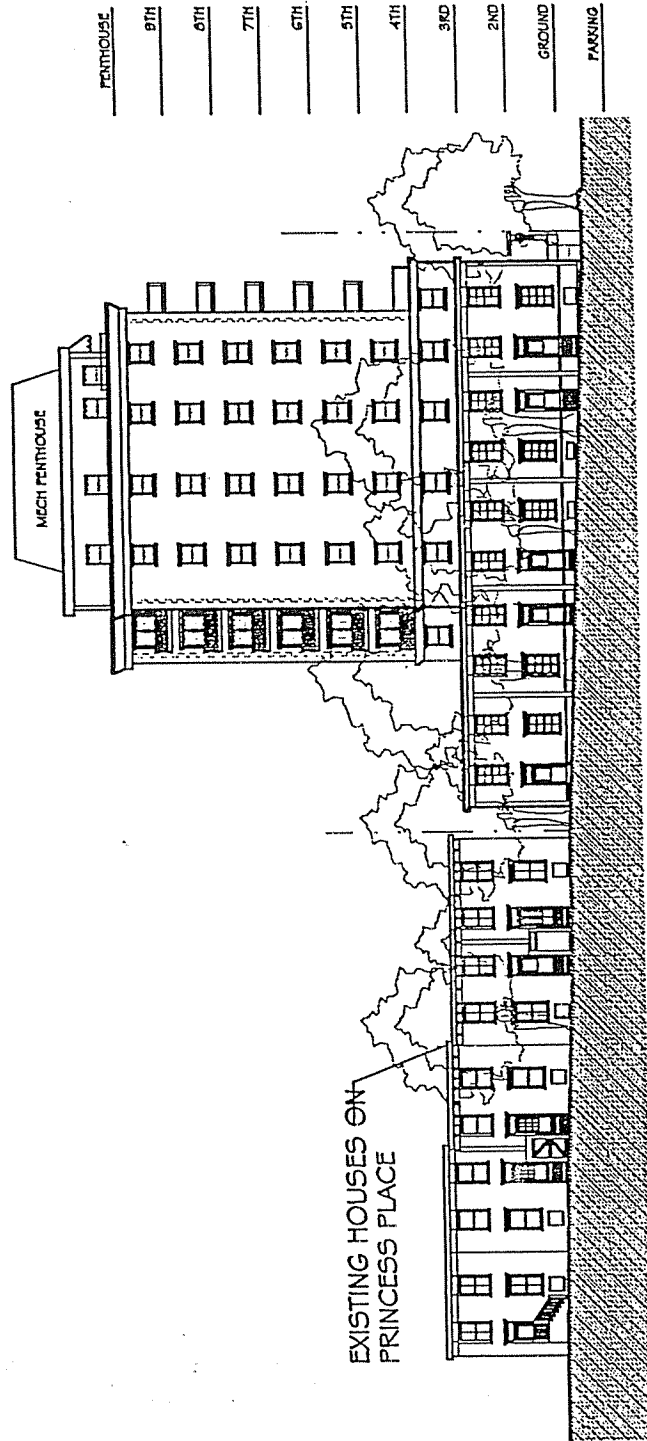
REVISED April 1, 2004

Property Owner: Amalthea Holdings Ltd

2 Storeys on Princess Place & June St  
9 Storeys & Penthouse on Cunard St

Development Agreement Proposal  
5819 to 5837 Cunard St & 2372 June St Halifax

00628-05



# WEST ELEVATION - PRINCESS PLACE

SCALE: 1" = 40'-0"

REVISED April 1, 2004

Property Owner: Amalthea Holdings Ltd

2 Storeys on Princess Place & June St  
9 Storeys & Penthouse on Cunard St

Development Agreement Proposal  
5819 to 5837 Cunard St & 2372 June St Halifax

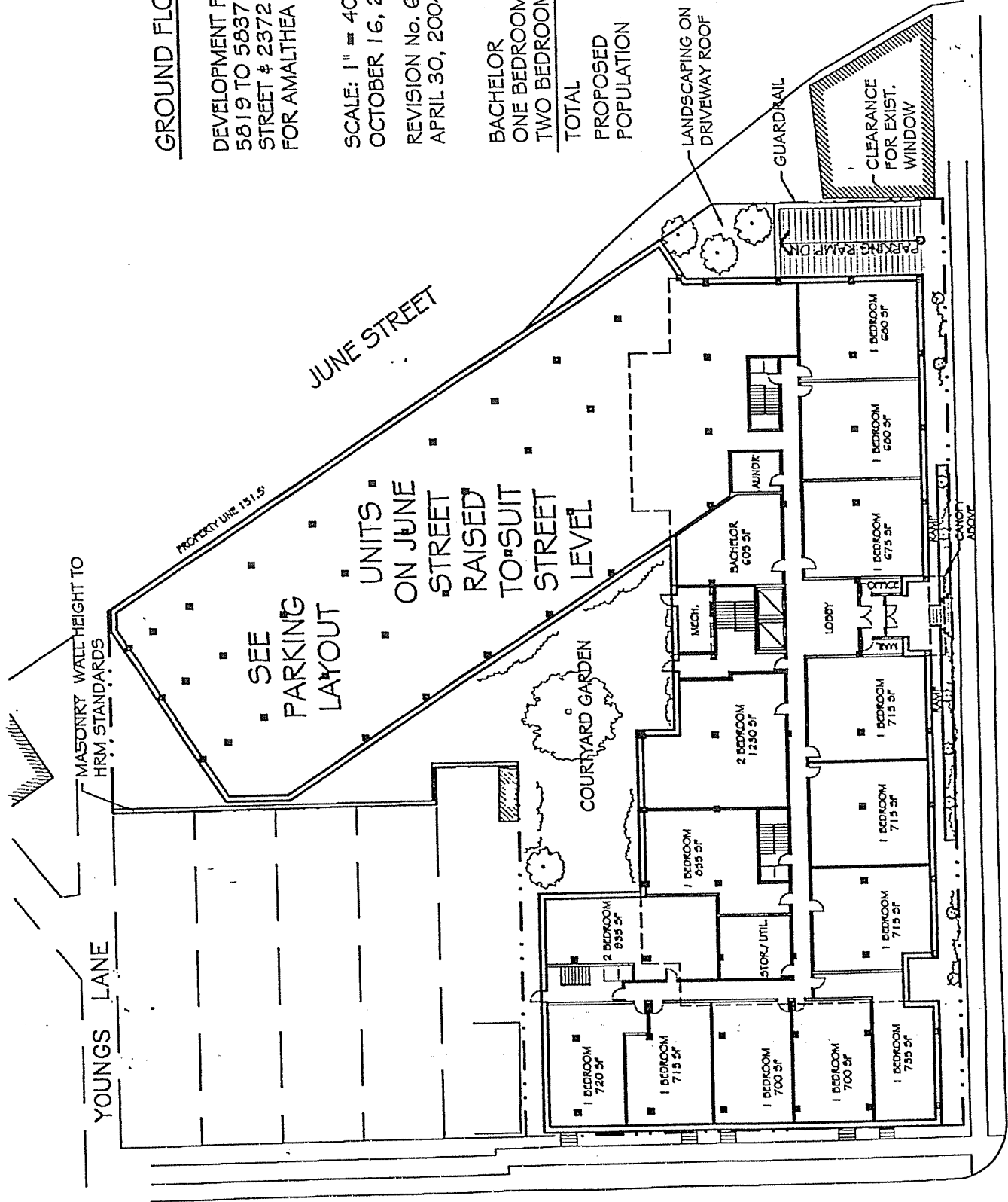


GROUND FLOOR

DEVELOPMENT PROPOSAL  
5819 TO 5837 CUNARD  
STREET & 2372 JUNE STREET  
FOR AMALTHEA HOLDINGS LTD.

SCALE: 1" = 40'-0"  
OCTOBER 16, 2003  
REVISION No. 6A  
APRIL 30, 2004

BACHELOR	34 UNITS	
ONE BEDROOM	76 UNITS	
TWO BEDROOM	40 UNITS	
<b>TOTAL</b>	<b>150 UNITS</b>	
PROPOSED POPULATION	306 PERSONS	



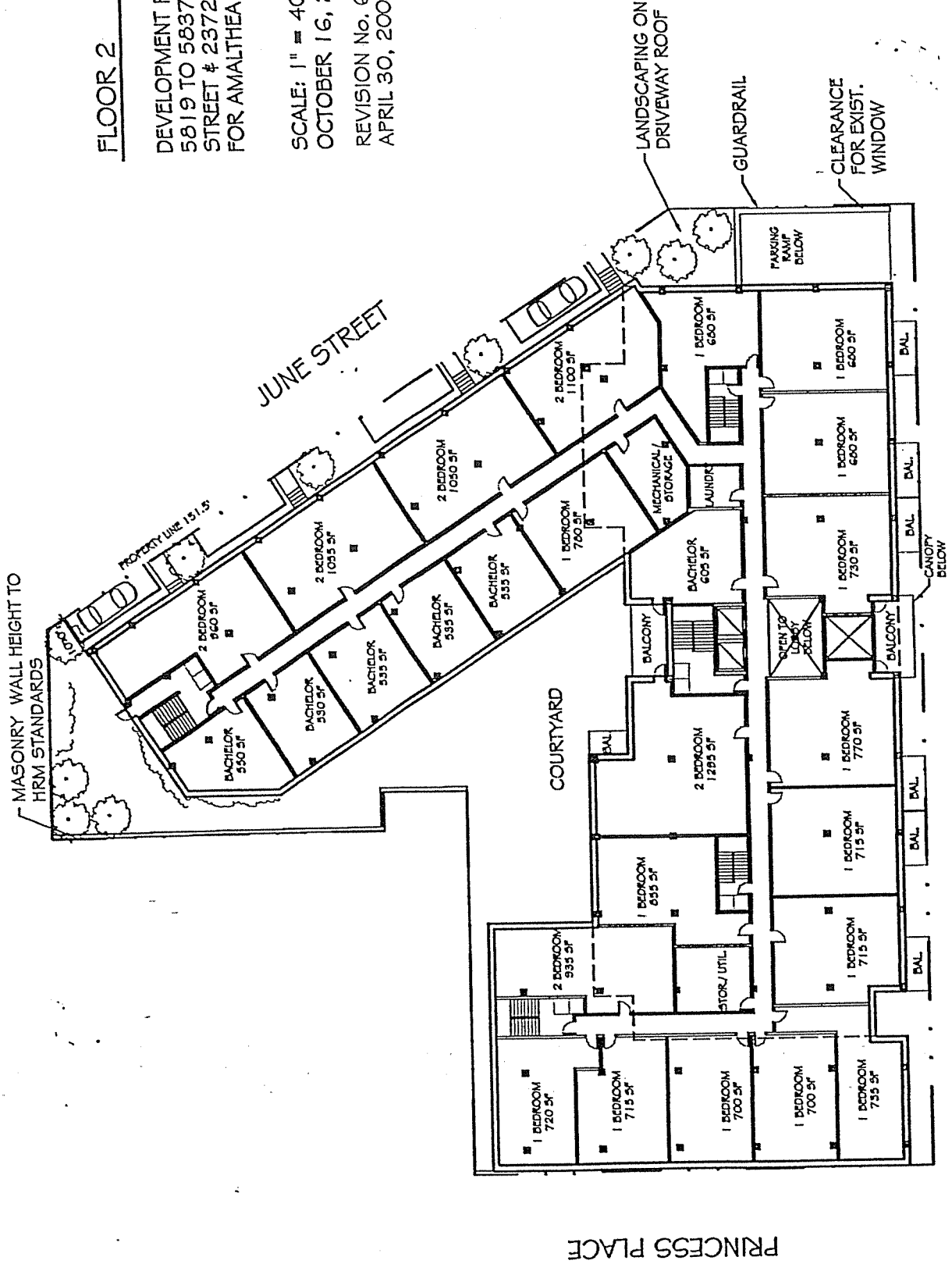
PLAN  
NORTH



# FLOOR 2

DEVELOPMENT PROPOSAL  
5819 TO 5837 CUNARD  
STREET # 2372 JUNE STREET  
FOR AMALTHEA HOLDINGS LTD.

SCALE: 1" = 40'-0"  
OCTOBER 16, 2003  
REVISION No. 6A  
APRIL 30, 2004



00628-056

CUNARD STREET

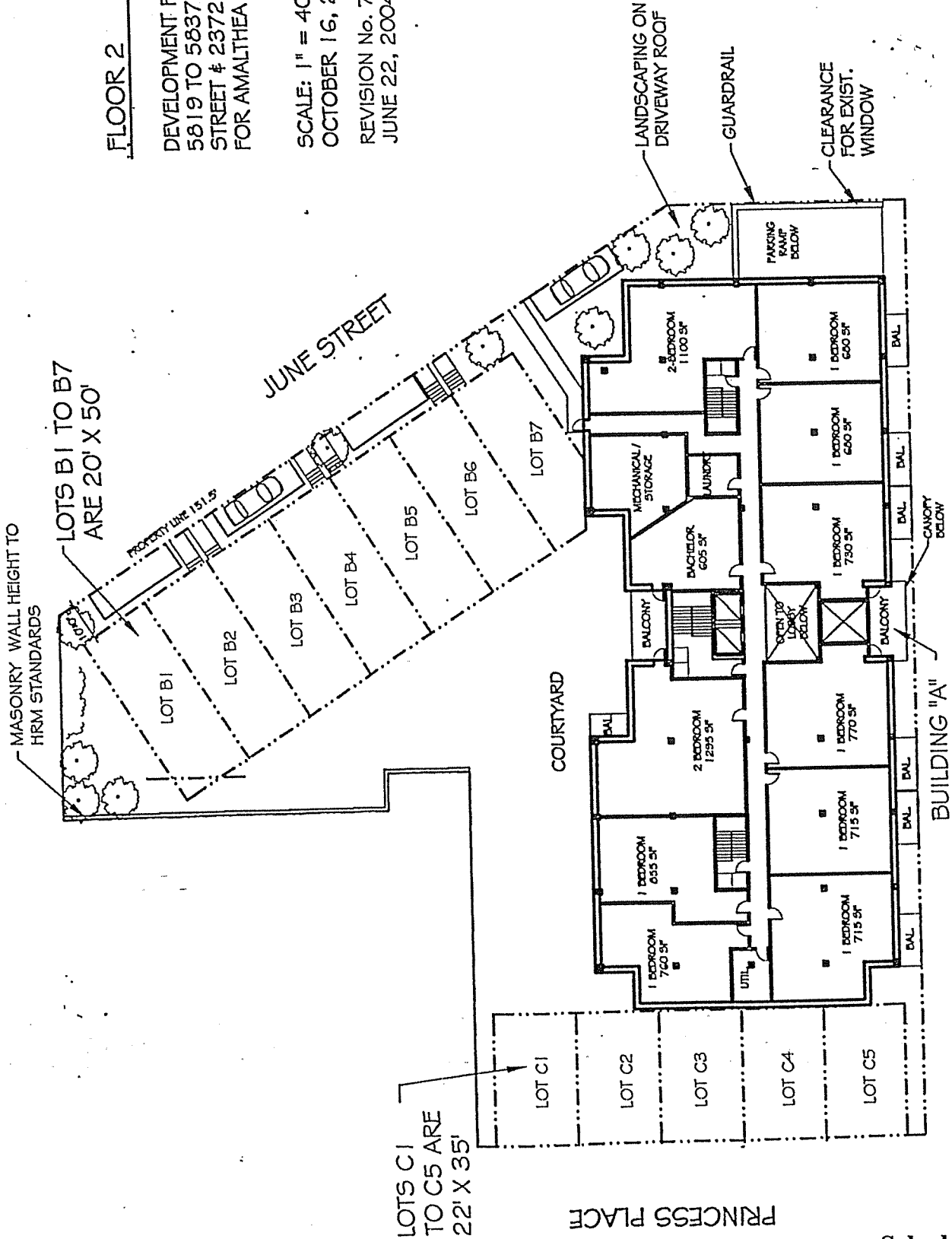
PLAN  
NORTH



# FLOOR 2

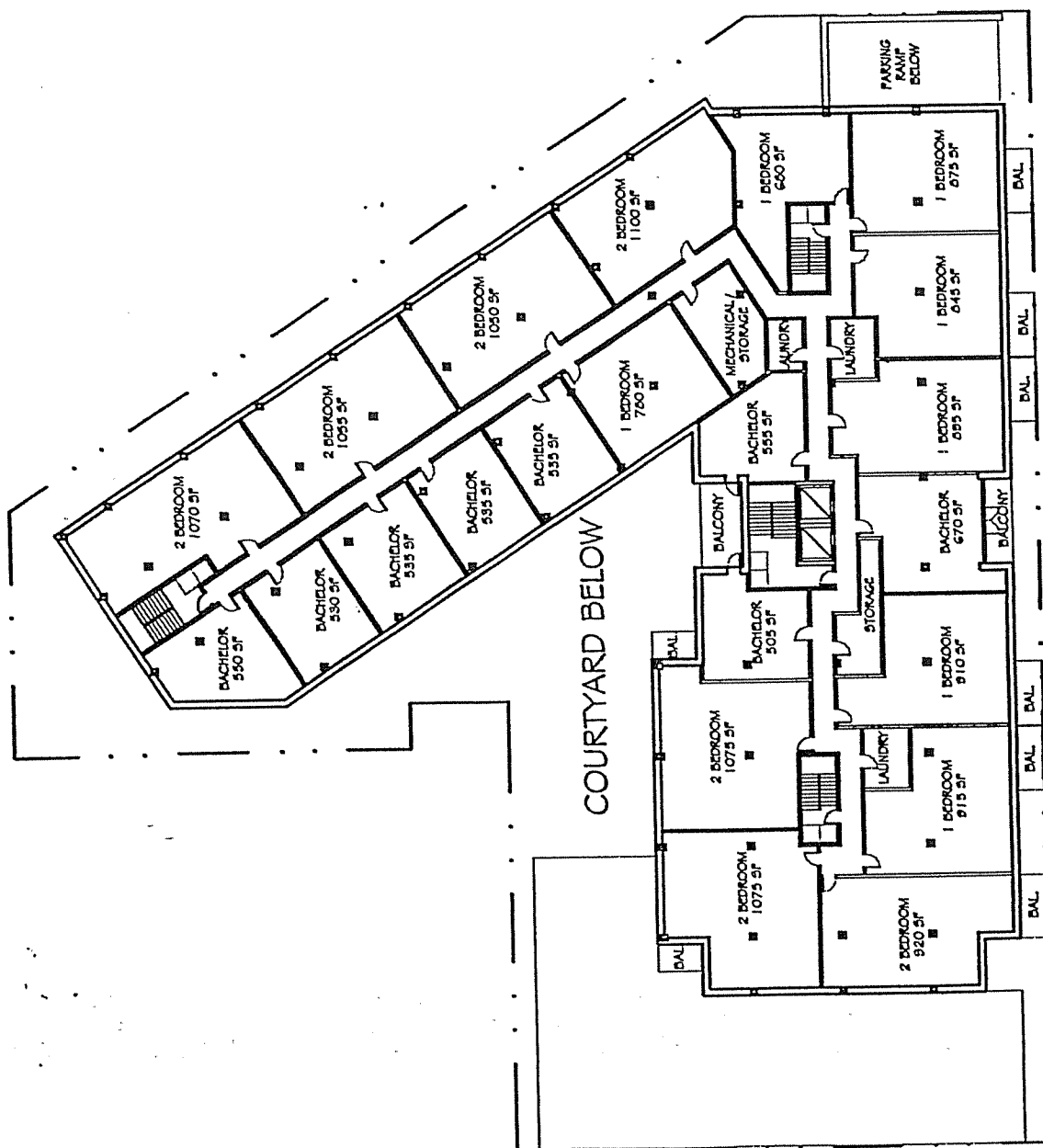
DEVELOPMENT PROPOSAL  
5819 TO 5837 CUNARD  
STREET & 2372 JUNE STREET  
FOR AMALTHEA HOLDINGS LTD.

SCALE: 1" = 40'-0"  
OCTOBER 16, 2003  
REVISION No. 7A  
JUNE 22, 2004



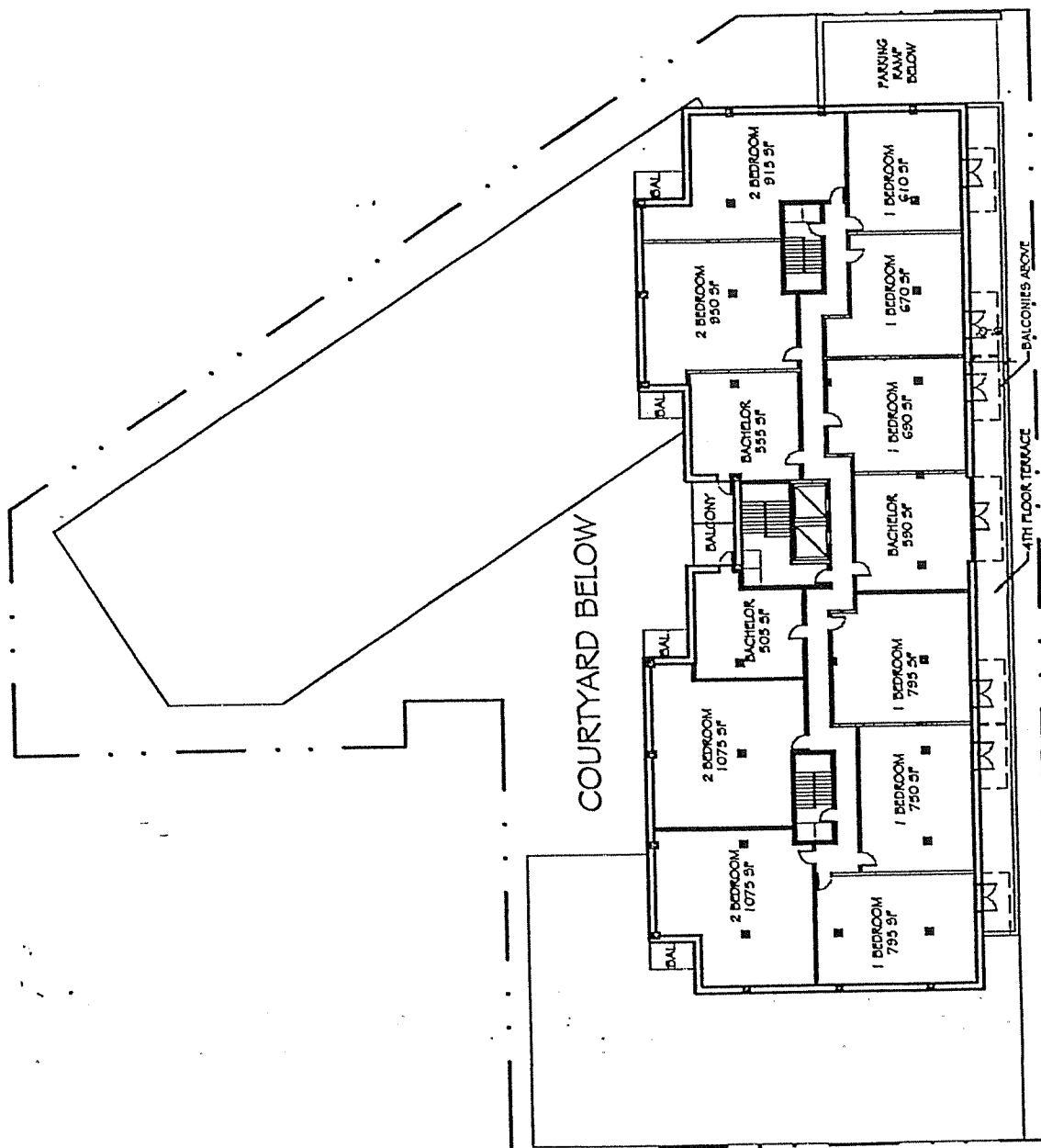
DEVELOPMENT PROPOSAL  
5819 TO 5837 CUNARD  
STREET & 2372 JUNE STREET  
FOR AMALTHEA HOLDINGS LTD.

SCALE: 1" = 40'-0"  
OCTOBER 16, 2003  
REVISION No. 6A  
APRIL 30, 2004



DEVELOPMENT PROPOSAL  
5819 TO 5837 CUNARD  
STREET & 2372 JUNE STREET  
FOR AMALTHEA HOLDINGS LTD.

SCALE: 1" = 40'-0"  
OCTOBER 16, 2003  
REVISION No. 6A  
APRIL 30, 2004



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PLAN  
NORTH

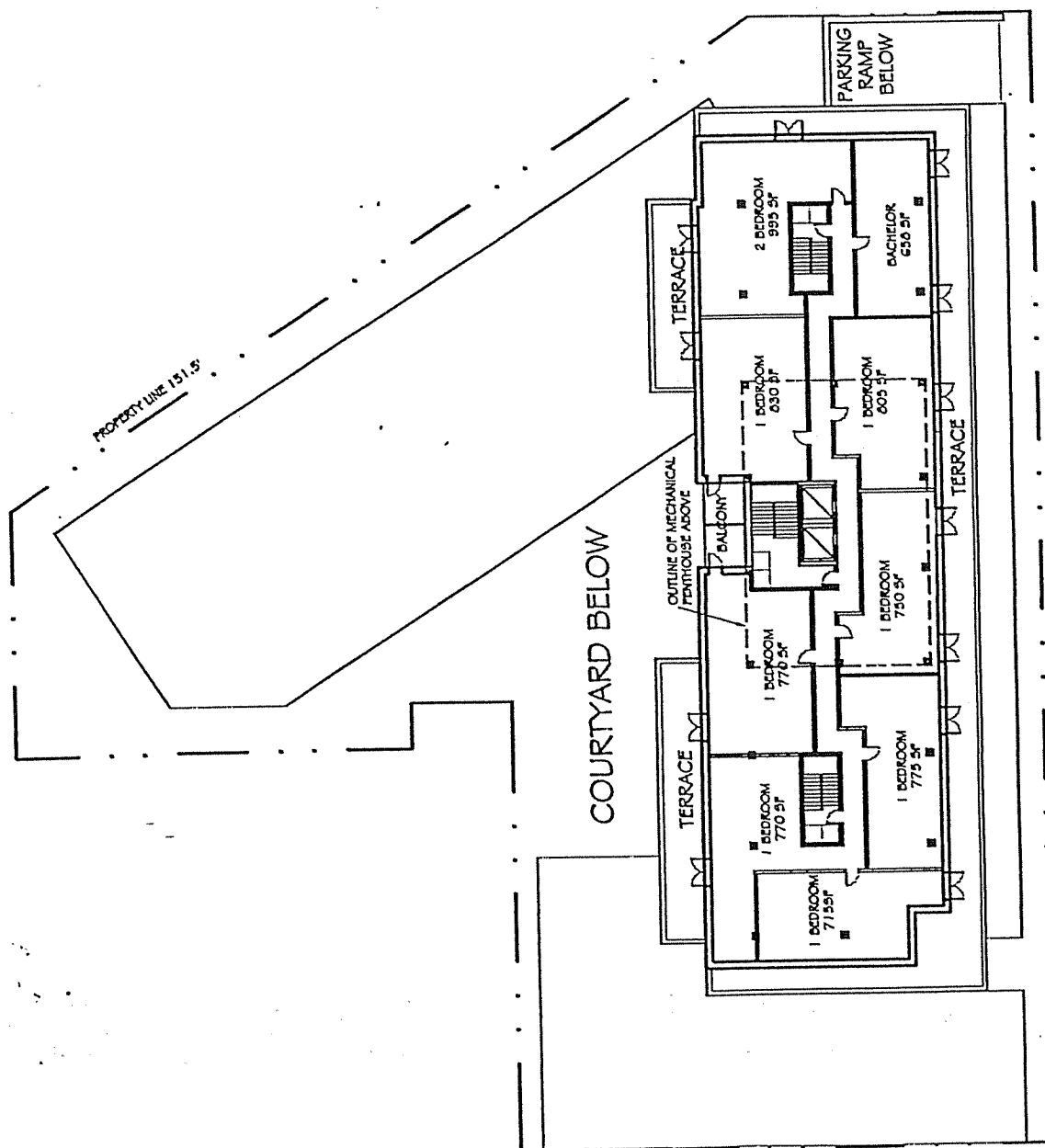


**PENTHOUSE LEVEL  
(MECH. ABOVE)**

DEVELOPMENT PROPOSAL  
5819 TO 5837 CUNARD  
STREET & 2372 JUNE STREET  
FOR AMALTHEA HOLDINGS LTD.

SCALE: 1" = 40'-0"  
OCTOBER 16, 2003

REVISION No. 6A  
APRIL 30, 2004



PLAN  
NORTH

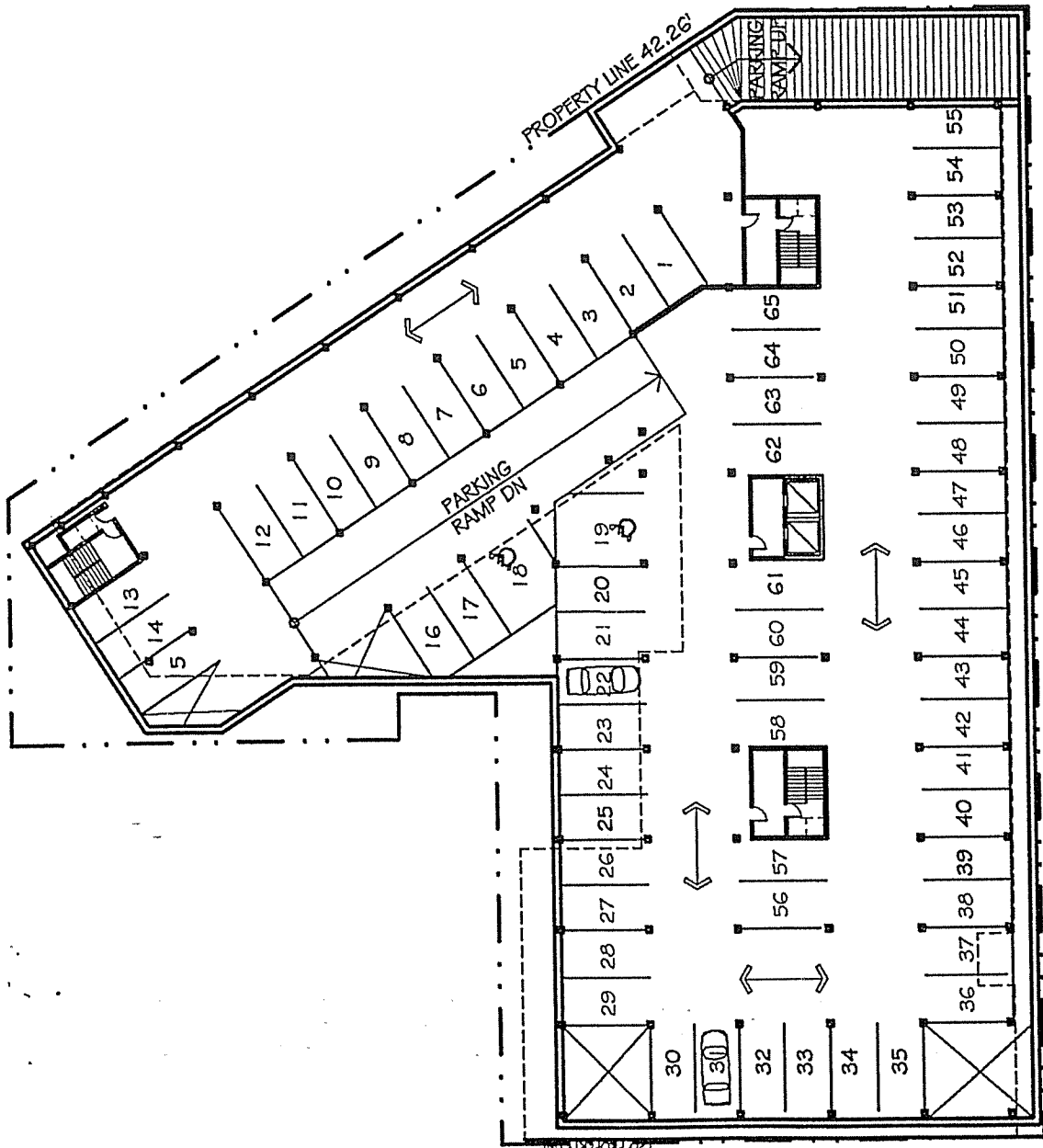


**PARKING LEVEL 1 &  
PARTIAL P2**

DEVELOPMENT PROPOSAL  
5819 TO 5837 CUNARD  
STREET & 2372 JUNE STREET  
FOR AMALTHEA HOLDINGS LTD.

SCALE: 1" = 40'-0"  
OCTOBER 16, 2003  
REVISION No. 6B  
MAY 28, 2004

Proposed Parking:  
86 Cars Underground  
4 Cars On-Grade  
90 Total



00628-061

PLAN  
NORTH



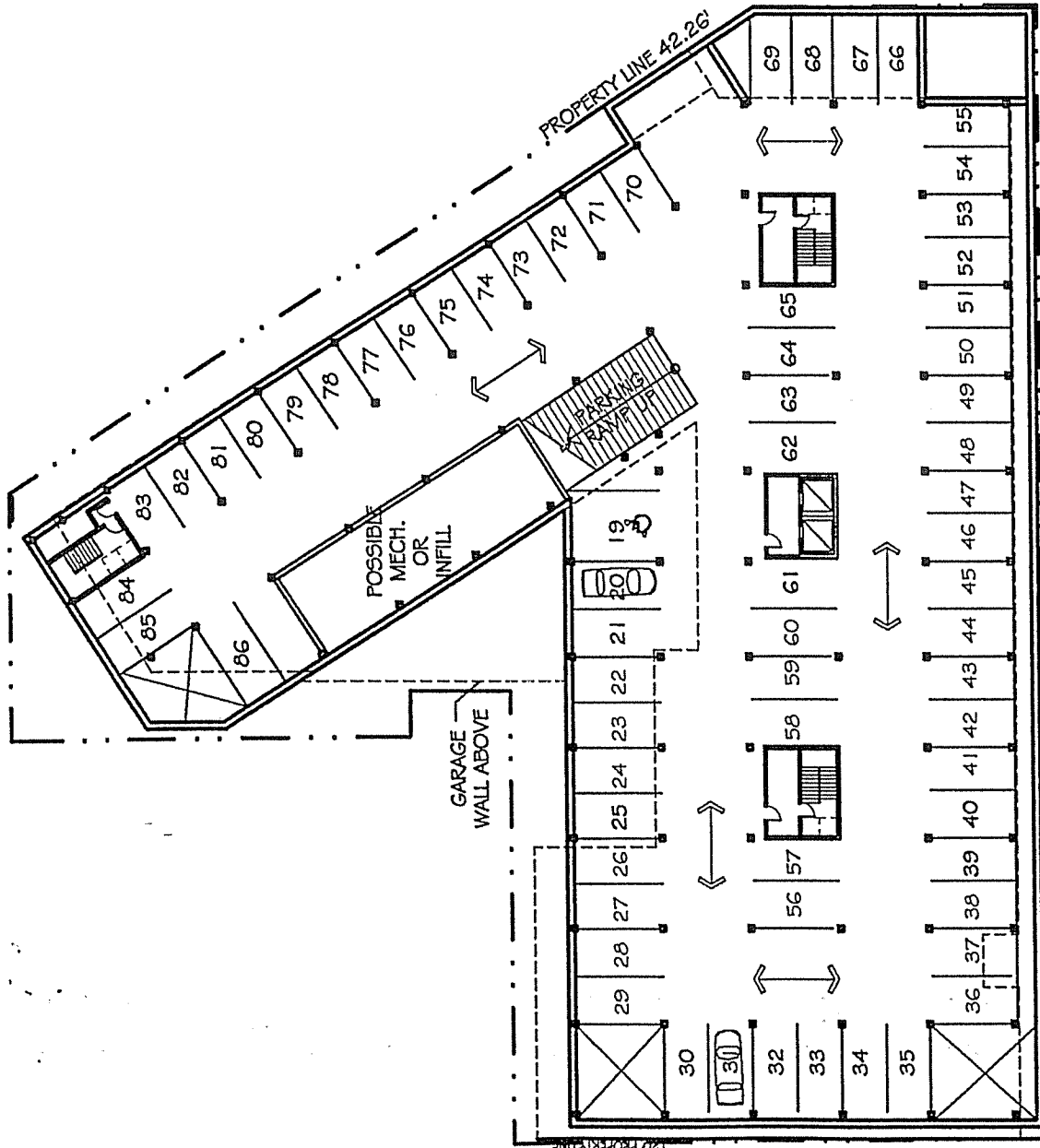
# PARKING LEVEL 2

DEVELOPMENT PROPOSAL  
5819 TO 5837 CUNARD  
STREET & 2372 JUNE STREET  
FOR AMALTHEA HOLDINGS LTD.

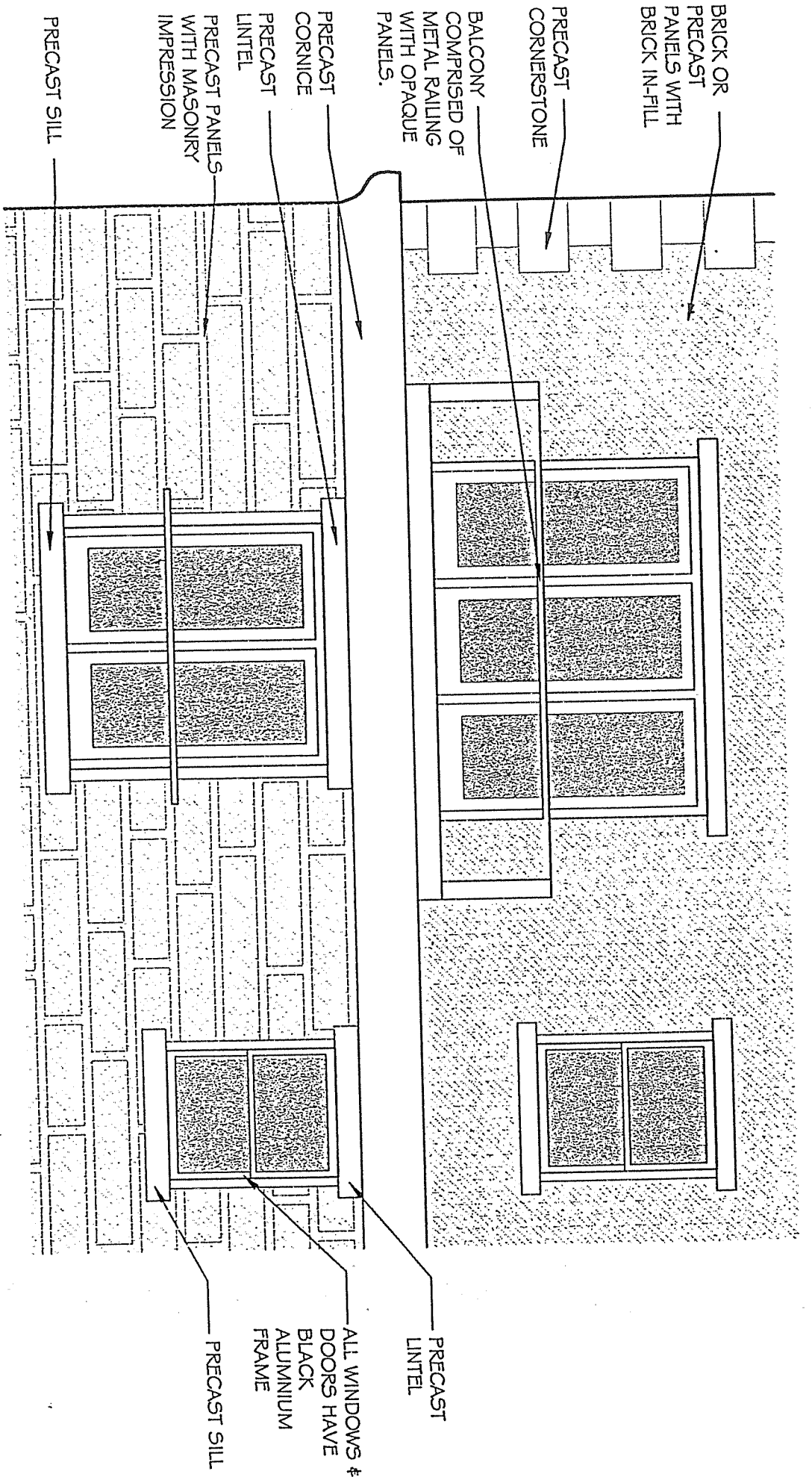
SCALE: 1" = 40'-0"  
OCTOBER 16, 2003

REVISION No. 6B  
MAY 28, 2004

Proposed Parking:  
86 Cars Underground  
4 Cars On-Grade  
90 Total

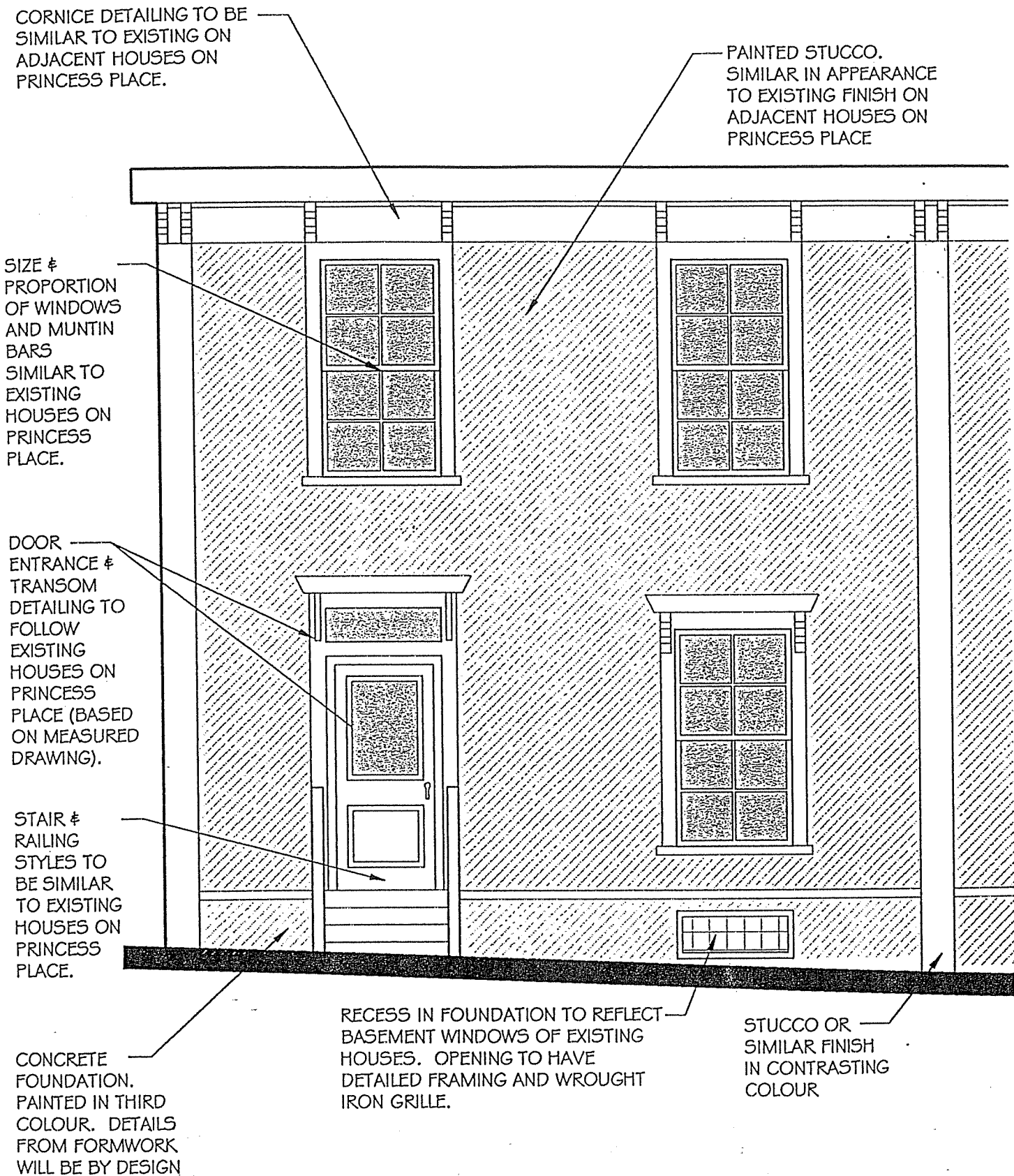


00623-062



CUNARD STREET  
MATERIAL DETAILS

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



NOTE: THERE WILL BE SOME DELIBERATE VARIETY IN THE DETAILING.

## PRINCESS PLACE MATERIAL DETAILS

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

CORNICE DETAILING  
TO BE SIMILAR TO  
EXISTING ON  
HOUSES IN  
SURROUNDING  
AREA.

SIZE &  
PROPORTION OF  
WINDOWS AND  
MUNTIN BARS  
SIMILAR TO  
EXISTING FINISH  
ON HOUSES IN  
SURROUNDING  
AREA

DOOR  
ENTRANCE &  
TRANSOM  
DETAILING TO  
FOLLOW  
EXISTING  
HOUSES IN  
SURROUNDING  
AREA.

STAIR & RAILING  
STYLES TO BE  
SIMILAR TO EXISTING  
ON HOUSES IN  
SURROUNDING AREA.

CONCRETE  
FOUNDATION.  
PAINTED IN THIRD  
COLOUR. DETAILS  
FROM FORMWORK  
WILL BE BY DESIGN

PAINTED CLAPBOARD SIDING  
(NONCOMBUSTIBLE) WITH NARROW  
EXPOSURE TO FOLLOW THE SCALE  
OF THE NEIGHBOURING HOUSES.

RECESSES IN FOUNDATION TO  
REFLECT BASEMENT WINDOWS OF  
EXISTING HOUSES. OPENING TO  
HAVE DETAILED FRAMING AND  
WROUGHT IRON GRILLE.

NOTE: THERE WILL BE SOME  
DELIBERATE VARIETY IN THE DETAILING.

## JUNE STREET MATERIAL DETAIL

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