

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

Registration district: Halifax
 Submitter's user number: 3820
 Submitter's name: Thomas O. Boyne, Q.C.

In the matter of Parcel Identification Number (PID)

PID	00289140
PID	00360511

(Expand box for additional PIDs, maximum 9 PIDs per form)

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE
 I certify that this document was registered or recorded
 as shown here.
 Kim MacKay, Registrar

100634063 LRE ROD
Document #

MAY 08 2012 11:21 AM
MM DD YYYY Time

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- Form 24(s)
- Form 8A(s)

Additional information *(check appropriate boxes, if applicable):*

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.
- This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.*

Power of attorney *(Note: completion of this section is mandatory)*

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
 - recorded in the attorney roll
 - recorded in the parcel register
 - incorporated in the document

OR

- No power of attorney applies to this document

May 4, 2009

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The registered interests and related information are to be changed as follows:

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	
Mailing address of interest holder to be added (if applicable)	
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	
Reference to related instrument in parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) <i>Instrument code: 443</i>	

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

May 4, 2009

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

The following benefits are to be added and/or removed in the parcel register(s):
(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs):	
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	

The following burdens are to be added and/or removed in the parcel register(s):
(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Agreement re: Use of Land
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality, Party to Agreement
Mailing address of interest holder to be added (if applicable)	PO Box 1749, Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

May 4, 2009

Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	N/A
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The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	

Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	
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The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

May 4, 2009

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia, on

the [redacted] day of May, 2012.

Signature of authorized lawyer

Name: Thomas O. Boyne, Q.C.

Address: BOYNECLARKE LLP
P.O. Box 876 Dartmouth Main
Halifax Regional Municipality
NS B2Y 3Z5

Phone: [redacted]

E-mail: [redacted]

Fax: [redacted]

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

THIS AGREEMENT made this 2nd day of March, 2012,

BETWEEN:

CRESCO HOLDINGS LIMITED

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

APPROVED
AS TO FORM

Municipal Solicitor

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Larry Uteck Boulevard, Bedford and Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

WHEREAS the Lands are located within the area known as Bedford West Sub Area 9 and this development within this Sub Area is only permitted by development agreement.

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a commercial and residential subdivision on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, pursuant to the Policies for the *Bedford West Secondary Planning Strategy* of the *Bedford Municipal Planning Strategy* and Part 4, Section 3 (p) of the Bedford Land Use By-Law and pursuant to the Policies for the *Bedford West Secondary Planning Strategy* of the *Halifax Municipal Planning Strategy* and Part 62A of the Halifax Mainland Land Use By-Law;

AND WHEREAS the North West Community Council and Chebucto Community Council for the Municipality approved this request at a meeting held on January 9, 2012, referenced as Municipal Case Number 16666;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2 Applicability of Land Use By-Law and Subdivision By-Law

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-Law for Bedford, the Land Use By-Law for Halifax and the Regional Subdivision By-Law, as may be amended from time to time.

1.3 Applicability of Other By-Laws, Statutes and Regulations

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

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

1.6 Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-Law and Subdivision By-Law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

- (a) "Building height" means the vertical distance between the average finished grades of a building to the soffit of a building, excepting gables.
- (b) "General commercial" uses" means uses identified in Schedule H.
- (c) "Garden Markets" uses means Garden Markets as defined in the Bedford Land Use By-Law, except the requirement to be serviced with sewer and water shall not apply.
- (d) "Master Stormwater Management Plan" means the document entitled *Master Stormwater Management Plan for Bedford West Sub Area 5 and 9*, Project No. 121510557, prepared by Stantec Consulting Limited, for West Bedford Holdings Ltd., dated July 2010.
- (e) "Secondary Planning Strategy" means the Bedford West Secondary Planning Strategy, adopted under the Bedford and Halifax Municipal Planning Strategies, as amended from time to time.
- (f) "Waters Advisory Board" means the Bedford Waters Advisory Board, or any other successor body, as established by an administrative order of the Municipality.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with this agreement and the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 16666:

Schedule A	Development Area Sub-Area 9
Schedule A-1	Legal Description of the Lands(s)
Schedule B	Land Use Plan
Schedule C	Sanitary Service Plan
Schedule D	Stormwater Servicing Plan
Schedule E	Waterline Plan
Schedule F	Slope Map & Riparian Buffer Areas
Schedule G	General Commercial Design Guidelines
Schedule H	General Commercial Land Uses
Schedule I	Design Criteria for Multi Unit Buildings
Schedule J	Bedford West Trunk Sanitary Servicing
Schedule K	Concept Master Plan
Schedule L	Density Plan
Schedule M	Easement Plan
Schedule N	Trail & Transportation Plan
Schedule O	Water Quality Monitoring Plan
Schedule P	Block CMR-1
Schedule Q	Block MR-2

3.2 Requirements Prior to Approval

- 3.2.1 Riparian buffers areas and watercourse buffers as required by this agreement shall be identified with snow fence or other appropriate method such as flagging tape, as approved by the Development Officer, prior to any site preparation (i.e. tree cutting, and excavation activity). The Developer shall provide confirmation to the Development Officer that the non-disturbance areas and watercourse buffers have been appropriately marked. Such demarcations shall be maintained by the Developer for the duration of the construction and may only be removed upon the issuance of an Occupancy Permit for the lot or unless otherwise directed by the Development Officer.
- 3.2.2 No subdivision approvals shall be granted unless the following conditions have been met:
- (a) an infrastructure charge has been established over the Lands by the NSUARB as recommended by Halifax Water in accordance with Section 4.4 of this Agreement;
 - (b) all required parkland site development have been agreed upon in accordance with the requirements of Section 3.6 of this Agreement;

- (c) riparian buffers have been delineated in accordance with the requirements of Section 3.8;
- (d) if required, notifications for the design of the storm drainage system have been received in accordance with the requirements of Section 5.3.1;
- (e) a note for non-publicly owned driveways have been placed on the subdivision plan in accordance with the requirements of Section 4.2.3;
- (f) an erosion and sedimentation control plan has been complied with in accordance with the requirements of Section 5.2.1;
- (g) certification of the subdivision grading plan has been complied with in accordance with the requirements of Section 5.5.1;
- (h) if required, a financial security for completion of the water quality monitoring program has been posted in accordance with the requirements of Clause 5.4.1;
- (i) copies of all required watercourse and wetland alteration permits from Nova Scotia Environment for the subdivision phase have been provided to the Development Officer; and
- (j) construction of offsite water services, and sewer services (as generally shown on Schedule J), to the site have been completed or security posted as per the Subdivision By-Law in a form acceptable to the Development Officer as per Section 4.4.2.

3.2.3 No municipal development or construction permit shall be granted unless:

- (a) a lot grading plan has been prepared in accordance with the requirements of Sections 5.5.2 and 5.5.3 of this Agreement and the plan has been approved by the Development Engineer;
- (b) for all commercial, multi-unit residential and institutional land uses a landscaping plan has been prepared by a Professional Landscape Architect in accordance with the requirements of Section 3.11;
- (c) a lighting plan for commercial and multi-unit residential buildings has been prepared by a qualified person in accordance with the requirements of Section 3.5;
- (d) verification that the number of dwelling units has not been exceeded in accordance with the requirements of Sections 3.3.2, 3.9.8 and 4.4.4; and
- (e) financing for the entire length of the Kearney Lake Connector within Sub Area 5 and 9 of Bedford West has been approved by the Municipality, security for the private developer portions has been provided, and a time frame for completion agreed upon; The requirements of this clause shall be waived if the road is fully constructed at permitting.

3.2.4 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) for any multi-unit, commercial or institutional development unless a certification has been received from a Professional Landscape Architect in accordance with Section 3.11 of this Agreement (Landscaping);

- (b) for any multi-unit or commercial development unless a certification has been received from a qualified person in accordance with Section 3.5 of this Agreement (Lighting);
- (c) trees have been planted or a security provided in accordance with the requirements of Clause 3.11.8; and
- (d) lot grading approval has been received or financial security provided for completion of the work in accordance with Sections 5.5.1 through 5.5.4.

3.2.5 Prior to the acceptance of any streets and municipal services within any phase of subdivision, the Developer shall provide the Development Officer with certification from a Professional Engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required by Section 5.2.1 of this Agreement and that there is permanent and temporary stabilization of all disturbed areas.

3.2.6 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-Law (except to the extent that the provisions of the Land Use By-Law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

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

- (a) A mixed use development as enabled by this Agreement and as generally illustrated on the Schedules;
- (b) Use of the Lands in the development shall be limited to the following as defined in the Bedford Land Use By-Law and this agreement, where applicable:
 - i) multiple unit dwellings;
 - ii) general commercial uses;
 - iii) parkland and open space uses;
 - iv) home occupations in multi-unit dwellings subject to the requirements of the Land Use By-Law for Bedford, Part 5, Section 8 (a) through l) as amended from time to time; and
 - v) day care facilities, nursery schools, early learning centres, and after school care in multi-unit dwellings subject to the requirements of the Land Use By-Law for Bedford, Part 5, Section 9 a) through i) as amended from time to time.

3.3.2 The number of multiple unit dwelling units within Sub Area 9 as identified on Schedule B and K shall not exceed 318 units.

- 3.3.3 The location of land uses shall comply with Schedule B and K. For further clarity, lands identified as CMR-1 may be developed as either Multiple Unit Dwellings or as General Commercial Land Uses. Notwithstanding, the previous statement, the Development Officer may permit minor modifications to the location of land uses.
- 3.3.4 Building locations shall be governed by Section 3.4 of this agreement.
- 3.3.5 Building Configurations may be varied from those shown on Schedule K.
- 3.3.6 Height of buildings are to be governed by Section 3.4 of this agreement.
- 3.3.7 The Developer acknowledges that there are easements on the Lands, as identified on Schedule M, and that the Developer is responsible for compliance with those easements.

3.4 DETAILED PROVISIONS FOR LAND USE

Land Use Requirements

- 3.4.1 No subdivision approval or municipal development permit shall be granted for any multiple unit dwelling development except in accordance with the provisions of either 3.4.1a) or 3.4.1b):
- a) the Development Officer may issue subdivision approval or municipal development permits in conformance with Schedule P and Q and the following sub clauses except the podium identified on Schedule Q shall be setback and configured in a manner, which in the opinion of the Development Officer, precludes a disturbance of the riparian buffer during construction:
 - i.) building shall conform with the height restrictions (number of storeys) shown on individual buildings identified on Schedule K. Buildings heights shown on Schedule K indicate habitable storeys, a maximum of two storeys of underground parking may also be permitted. Buildings shall not exceed twelve habitable storeys, excluding underground parking structures;
 - ii.) underground parking shall be provided to satisfy a minimum of fifty percent (50)% of the parking requirements of the Land Use By-Law;
 - iii.) the development conforms with the architectural design criteria for apartment buildings under Schedule I;
 - iv.) the Development Officer may permit minor variations to the siting of the buildings and parking podiums, shown on Schedule P and Q, provided the setbacks are not reduced below that shown on Schedule P and Q, or the requirements of 3.4.1(b), whichever is less; and
 - v.) the Development Officer may permit minor variations to the lot configuration and lot sizes shown on Schedule P and Q provided the requirements of the Subdivision By-Law are met, and the lot coverage does not exceed 50 percent.

- b) should the Developer not develop the concepts shown on Schedule P or Q, the following provisions shall apply:
- i.) Minimum lot frontage: 12.2 metres (40 feet) at the street line along an arc or the arc of a curve.
 - ii.) Minimum lot area: 929 square metres (10,000 square feet)
 - iii.) Minimum front yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
 - vi.) Minimum flankage yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater
 - vii.) Maximum lot coverage: 35%
 - viii.) Building shall conform with the height restrictions (number of storeys) shown on individual buildings identified on Schedule K. Buildings heights shown on Schedule K indicate habitable storeys, a maximum of two storeys of underground parking may also be permitted. Buildings shall not exceed twelve habitable storeys, excluding underground parking structures.
 - ix.) the minimum rear or side yard shall be the greater of 6.10 metres (20 feet) or one half the height of the building, whichever is greater; and
 - x.) underground parking shall be provided to satisfy a minimum of fifty percent (50%) of the parking requirements of the Land Use By-Law. Where the number of units in a building exceeds 48, this requirement may be met through the construction of a parking structure which shall meet all the requirements of clauses iii.) through vii.), above.
 - xi.) the development conforms with the architectural design criteria for apartment buildings under Schedule I.

3.4.2 No subdivision approval or municipal development permit shall be granted for any general commercial development except in accordance with the following provisions:

- (a) Minimum lot frontage: 30.48 metres (100 feet)
- (b) Minimum lot area: 929 square metres (10,000 square feet)
- (c) Minimum front yard: 4.57metres (15 feet);
- (d) Minimum side yard: 4.57metres (15 feet);
- (e) Minimum rear yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater;
- (f) Minimum flankage yard: 4.57metres (15 feet); 7.6 metres (25 feet) vision triangle for corner lots)
- (g) Maximum lot coverage: 50%
- (h) Building height 50 feet (15.24m)
- (i) the development conforms with the General Commercial Guidelines and Requirements and General Commercial Uses under Schedules G and H.

General Provisions

- 3.4.3 Any development of the Lands shall conform with the provisions and requirements of Part 5 of the Bedford Land Use By-Law with the exception of Section 21 (1)(g) through (h), 21(2), 21(3), 21(7), 23, 24, 27, 32 and 33. For the purposes of Part 5, an RCDD Zone shall be deemed to apply to all multi-unit residential land uses on the Lands and a CGB Zone shall be deemed to apply to all General Commercial land uses on the Lands. For the purposes of Part 5, Section 31, a CHWY Zone shall be deemed to apply to any lands identified as General Commercial. For further clarity, it is the intent of this agreement that for Lands within the Halifax Land Use By-Law that the above mentioned requirements of the Bedford Land Use By-Law be applied for consistency purposes.

Variance

- 3.4.4 The Municipality agrees that the variance provisions and procedures made under the Halifax Regional Municipality Charter shall apply to the development of the Lands permitted under this Agreement as established under the Bedford MPS.

3.5 MULTIPLE UNIT AND COMMERCIAL SITE LIGHTING

- 3.5.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.5.2 Security lighting for multiple unit dwellings and general commercial uses shall be directed to all walkways and parking areas. Freestanding security lighting shall not exceed a height of 18 feet (5.4m). All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 3.5.3 The Developer shall prepare an exterior lighting plan for any Multi Unit Building and General Commercial building and submit it to the Development Officer for review to determine compliance with this Agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
 - (b) the lighting plan shall include certification from a qualified person that the lighting plan meets the requirements of this agreement; and
 - (c) prior to Occupancy Permits being issued the Developer shall provide to the Development Officer a letter from a qualified person that the installation of lighting meets the requirements of this Agreement.

3.6 PARKLAND

- 3.6.1 Parkland shall substantially conform with that illustrated on Schedule B. The Development Officer may vary parkland configuration in consultation with Parkland

Planning and the proposed parkland meets the requirements of Parkland Planning. Outstanding parkland dedication after credit for land shall be in the form of work of equivalent value to both Park 'A' and Park 'B'. The Developer must provide a design and cost estimate at the final subdivision stage for Parkland Planning review and approval. Further, the existing 15 m wide HRWC easement at the southern extent of the proposed trail corridor on Park 'A' must allow for a pedestrian crossing over this area in order for the trail corridor to be accepted by the Municipality.

- 3.6.2 All parkland must follow the Usable Land definition, the Parkland Classification/Service Delivery Criteria and the Parkland Quality of Land Criteria of the HRM Subdivision By-Law. The land shall be free of legal, environmental, or physical encumbrances. "Encumbrances" mean, for the purposes of Park dedication, legal, environmental, or physical constraints on the lands that may limit its use and management or present an unreasonable development of remediation costs to the Municipality. Further, except for the proposed trail/ pedestrian crossing, all parkland shall be located outside of the existing HRWC easements identified on Schedule M.
- 3.6.3 Conservation land with an area of 5.7 acres as identified on Schedule B, will be contributed by the developer, outside of the parkland dedication process.
- 3.6.4 Engineering infrastructure may be considered on proposed park in accordance with Part 83(1)(d) of the HRM Regional Subdivision By-Law.
- 3.6.5 Parkland shall be completed and deeded to the Municipality prior to the completion of each phase.

3.7 WATERCOURSE PROTECTION

- 3.7.1 No development, grade alteration, excavation, fill, pavement or removal of natural vegetation shall be permitted within sixty-six (66) feet (20 metres) of the high water mark of any other watercourse, or within the limits of any 1 in 20 year flood plain of any watercourse, except as provided for by this agreement in accordance with an approved water management plan approved pursuant to the provisions of policy BW-9 or as provided to allow for trail systems, transportation crossings or utilities. The 1 in 20 year floodplain shall be shown on the subdivision grading plan and subdivision plan. Further, for clarification, Part 5, Section 21 (1)(a) through (f), (4) through (6) of the Bedford Land Use By-Law shall apply.
- 3.7.2 Except as required for safety reasons or to allow for the installation or maintenance of a municipal service systems or to allow for the construction of a park facility such as a trail, no lands shall be disturbed within the required setback from a watercourse unless a management plan has been prepared by a qualified consultant and submitted to the Community Council for approval. The plan shall be submitted to the Waters Advisory Board for recommendation of approval prior to the Community Council making a decision.

3.8 RIPAREAN BUFFERS

- 3.8.1 The Developer agrees that Riparian Buffers as identified on Schedule F and under Clause 3.8.1 shall be shown on a site plan submitted under the requirements of subsection 3.2.1 of this Agreement. Further, the plan shall identify all watercourse setbacks identified through clause 3.7.1 and all wetlands greater than or equal to 2000 square metres, as defined by Nova Scotia Environment. Further, no development, tree cutting or grade alteration shall be permitted within any riparian buffers except where approved in writing by the Development Officer under one of the following circumstances:
- (a) To install municipal service systems, driveway accesses and trails. In these cases, the location, size and extent of the disturbance shall be identified on a plan prepared and endorsed by a qualified professional which shall identify measures to minimize disturbance within the non-disturbance area to the satisfaction of the Development Officer;
 - (b) To remove a tree that is dead, dying or in decline and which represents a danger to private property, public infrastructure or other natural trees and vegetation. Prior to granting approval for the removal of such a tree, the Development Officer shall have the discretion to require that the landowner engage a Certified Arborist, Landscape Architect, Landscape Technologist, Urban Forester or other person with equivalent credentials to certify in writing that the tree poses a danger to people or property or is in severe decline. If trees are removed or tree habitat damaged beyond repair, with the exception of those to be removed in accordance with Section 3.8.1, the Developer shall replace each tree with a new tree of ½ inch (38mm) caliper for every one removed or damaged, as directed by the Development Officer, in consultation with the appropriate HRM Business Units; or
 - (c) To remove fallen timber and dead debris where a fire or safety risk is present. The Development Officer may require verification in writing by a qualified professional (i.e. Arborist, Forester or Forestry Technician, Landscape Architect) prior to granting approval under this clause.
- 3.8.2 Where a riparian buffer area is established over lots intended for development, the area shall be shown on a plan of subdivision as a non-disturbance area with a note on the plan that no vegetation or soils are to be removed or altered unless undertaken in accordance with a management plan approved pursuant to the requirements of this Agreement.
- 3.8.3 Where a riparian buffer area is established over lots intended for development, the area shall be shown on a lot grading plan for each individual property as a non-disturbance area with a note on the plan that no vegetation or soils are to be removed or altered unless undertaken in accordance with a management plan approved pursuant to the requirements of this Agreement.

3.9 SUBDIVISION OF THE LANDS

Subdivision applications shall be submitted to the Development Officer in accordance with the phasing sequence identified below and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:

- 3.9.1 All subdivision of the Lands shall meet the requirements of the Subdivision By-Law except where varied by this agreement.
- 3.9.2 This Agreement shall be deemed to meet the requirements of the Subdivision By-Law with respect to concept plan approval.
- 3.9.3 Prior to occupancy of any dwelling unit, the final parcel on which the dwelling unit is located shall be created through the subdivision process.
- 3.9.4 Final subdivision applications shall be submitted to the Development Officer and the Development Officer shall grant subdivision approvals in accordance with the following terms and conditions:
 - (a) Applications for subdivision approval shall encompass the entire development as indicated on the Schedules; Notwithstanding the previous statement, subdivision of lands beyond that required for public streets and parkland may be deferred until after the roads and parks are taken over by the Municipality. The remaining lands may be subdivided in phases.
- 3.9.5 Unless otherwise acceptable to Development Officer, prior to acceptance of any Municipal Service system, the Developer shall provide the following to the Development Officer:
 - (a) certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement (Section 5.2.1) ; and
 - (b) certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement (Section 5.3.1).
- 3.9.6 Site preparation shall not occur until the Developer provides a subdivision grading plan to the Development Officer indicating where lot disturbance is to occur at the time of construction of municipal services, as set out in section 3.8 and 5.5.2 of this agreement.
- 3.9.7 Each subdivision application shall include a table with the number of units permitted by this agreement, the number of dwelling units for which municipal development permit applications are expected to be sought and the number of dwelling units which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the

provisions of this Agreement. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water.

- 3.9.8 Each subdivision application shall include a table with the total capacities permitted by this agreement, sewer calculations for dwelling unit, institutional uses and commercial lands which municipal development permit applications are expected to be sought and the sewer calculations for the number of dwelling units, institutional uses and commercial lands which have received or are expected to receive municipal development permit approvals from previous subdivision applications submitted for the development pursuant to the provisions of this Agreement. This table shall be attached to the application. A copy of this table shall be forwarded to the Development Engineer and Halifax Water.
- 3.9.9 Notwithstanding the Regional Subdivision By-Law, road frontage on Road "A" as shown on Schedule A, classified as "control of access" may be considered road frontage subject to the approval of Nova Scotia Transportation and Infrastructure Renewal and subject to the provision of deeded access to a public street.

3.10 PARKING, CIRCULATION, LOADING AND ACCESS

- 3.10.1 Parking areas shall maintain a minimum 15 feet (4.57 m) setback from property lines.
- 3.10.2 All parking areas shall provide at least the minimum number of parking spaces required by the Bedford Land Use By-Law based on use.
- 3.10.3 All parking areas shall be hard surfaced with asphalt, concrete or equivalent.
- 3.10.4 The limits of all parking areas shall be defined by fencing or landscaping or curb.
- 3.10.5 It is the responsibility of the Developer to convey all required rights-of-way over properties, as required, to provide access to all properties.
- 3.10.6 Clearly signed visitor parking areas shall be provided for all multiple unit dwellings or clustered housing units.
- 3.10.7 Multiple unit dwelling and general commercial developments are required to meet the requirements of Schedule G and I.
- 3.10.8 Access to the Kearney Lake Connector (Larry Uteck Boulevard) shall be limited to road intersections except for Parcel MR-2 as labelled on Schedule B. Parcel MR-2 may be permitted one access point subject to the review of Development Engineering and the Nova Scotia Department of Transportation and Infrastructure Renewal.
- 3.10.9 Where a commercial building is located immediately adjacent to CMR-1, any loading area shall be on the Highway 102 side of the building and be designed in a manner to ensure that exiting truck traffic does not circulate to the rear of the building.

3.11 LANDSCAPING

3.11.1 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

Landscape Plan (General Commercial and Multiple Unit Dwellings)

3.11.2 Prior to the issuance of a Construction Permit for all General Commercial, and Multi-Unit Dwellings, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and shall illustrate:

- (a) landscaping to be introduced to all areas disturbed during construction;
- (b) natural vegetation, landscaping or screening is to be employed around parking areas and measures are taken to allow for safe and convenient pedestrian access to public entrances of buildings;
- (c) a pedestrian circulation system with walkways extending from the entrances of buildings to a public sidewalk in front of the building and to any public trail system abutting the property; and
- (d) guidelines and requirements of Schedule G for General Commercial land uses.

3.11.3 The developer shall provide a best practices guide to initial owners prior to the first occupancy permit which outlines best practices for landscaping and maintenance of landscaping which minimizes the impact of development on watercourses. The Developer shall provide written confirmation to the Development Officer that the guide has been provided to the owner prior to issuance of the first occupancy permit.

Reinstatement

3.11.4 All disturbed areas shall be reinstated to original condition or better with landscaping.

Compliance with Landscaping Plan

3.11.5 Prior to issuance of the first Occupancy Permit for General Commercial, and Multi-Unit Dwellings, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.11.6 Notwithstanding Section 3.11.3 and 3.11.5, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects or a qualified person. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to

the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the 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 and its certification.

Outstanding Site Work

3.11.7 For Multi -unit residential and commercial buildings, securities for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

Tree planting program/Screening – Commercial Properties

3.11.8 The Developer shall plant a minimum of one coniferous tree (1) tree for each 10 metres of commercial property line adjacent to the Nova Scotia Power Incorporated (NSPI) right-of-way. These trees shall be planted outside the NSPI right-of-way and clearing easement on a grassed berm 1m (3.3 feet) high. The berm shall be designed by a qualified person to enable the growth of the vegetation selected. Each tree shall be a type which is indigenous to Nova Scotia with a minimum height of 1.52 metres (5 feet) and a minimum diameter of 5 centimeters (2 inches). The location of the tree shall not interfere with services. No Occupancy Permit shall be granted unless this requirement has been satisfied or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and ten percent (110%) of the estimated cost of planting the required tree or trees as the case may be.

3.11.9 The Developer shall plant or maintain a visual barrier between the commercial lands (north of Road A) and any immediately adjacent multiple unit dwellings. Such a barrier shall be located on the commercial, and the multiple unit dwelling site, each tree shall be a type which is indigenous to Nova Scotia with a minimum height of 1.52 metres (5 feet) and a minimum diameter of 5 centimeters (2 inches). The location of the tree shall not interfere with services. No Occupancy Permit shall be granted for either the commercial or residential use unless this requirement has been satisfied or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and ten percent (110%) of the estimated cost of planting the required tree or trees as the case may be. Should the multiple unit dwelling site be developed for commercial uses, alternate vegetation shall be maintained or planted to provide a visual barrier adjacent the existing waterline easement.

3.12 SCREENING

- 3.12.1 General Commercial and Multiple Unit Dwellings with refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.2 General Commercial and Multiple Unit Dwellings with propane tanks and electrical transformers shall locate the tanks and transformers in such a way to ensure minimal visual impact from any street and adjacent residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.
- 3.12.3 Mechanical equipment shall be permitted on the roof provided the equipment is screened or incorporated in to the architectural treatments and roof structure. Mechanical equipment shall not be visible from any street.
- 3.12.4 Any ground or wall mounted mechanical equipment shall be screened from view from any street or residential properties with a combination of fencing, landscaping or building elements.

3.13 HOURS OF OPERATION

- 3.13.1 Deliveries and pickups to all commercial and multi-unit buildings, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 11:00pm. For further clarity the unloading of vehicles by hand or pallet truck shall be permitted outside delivery hours subject to the HRM Noise By-Law N-200, as amended from time to time.
- 3.13.2 Hours of operation shall conform to all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

3.14 BICYCLE FACILITIES

- 3.14.1 Bicycle facilities shall be provided as required in the Bedford Land Use By-Law, Part 5, clauses 37a) through c), as amended from time to time.

3.15 SIGNS

- 3.15.1 The sign requirements shall be in accordance with the Bedford Land Use By-Law, as amended from time to time, except as varied by this agreement. For further clarity, Schedule G identifies variations from the Land Use By-Law.

Community Signs

- 3.15.2 A maximum of one ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10

feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq. m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures. Notwithstanding this section, the construction of decorative entrance gates shall be permitted outside of the public street right of way.

3.16 MAINTENANCE

3.16.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.17 TEMPORARY CONSTRUCTION BUILDING

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

3.18 SOLID WASTE FACILITIES (Commercial, Multi-unit and Institutional)

3.18.1 The building shall include designated space for five stream (refuse, recycling, paper, cardboard 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 Solid Waste Resources.

3.18.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.

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

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All design and construction of Municipal service systems shall satisfy Municipal Service Systems Specifications, Halifax Water Design and Construction Specifications and the

requirements of and shall receive written approval from the Development Engineer prior to undertaking the work.

Off-Site Disturbance

4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

Underground Services

4.1.3 All electrical, telecommunication and cable service to all General Commercial and Multiple Unit Dwellings shall be underground installation. Multiple unit dwelling sites with a setback of greater than greater than 150 feet from the street shall be exempt from this clause.

Site Preparation in a Subdivision

4.1.4 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer. Where oversized infrastructure to serve the development is to be installed by or on behalf of Halifax Water, the Development Officer may permit commencement of clearing, excavation or blasting activities required for the installation prior to the developer receiving final approval of the subdivision design, subject to written consent by the developer.

4.1.5 Nothing in this Agreement shall preclude the Developer from storing or removing rocks, soils or grubbing materials from other development phases established under the Secondary Planning Strategy, provided that all permission has been granted by the Engineer and all required municipal and provincial approvals have been obtained.

4.1.6 Notwithstanding Schedule B, C, D, and E, where infrastructure or land is to be provided, all parcels and easements shall meet the requirements of HRM and Halifax Water such as size, separation distances and setbacks. If these requirements necessitate a loss of dwelling units, this shall be at the developers cost.

Streets

4.2.1 Unless otherwise acceptable to the Development Engineer, streets, sidewalks and walkways shall conform with the locations and alignments illustrated on Schedule B and N.

4.2.2 All roads shall be built to the Municipal Service Systems Specifications.

4.2.3 Where any private driveway is proposed to service more than one building, no subdivision approvals shall be granted with lot frontage on the private driveway and a

note shall be placed on the subdivision plan that the Municipality does not own or maintain the private-driveway.

- 4.2.4 Driveway access to the Kearney Lake Connector (Larry Uteck Boulevard) shall be restricted to multi-unit dwellings as identified in section 3.10.8.
- 4.2.5 No subdivision approvals shall be granted for any development under this Agreement unless the Municipality has established an infrastructure charge area under the Subdivision By-Law, and the Developer has entered into an infrastructure charge agreement with the Municipality for the upgrading of regional transportation infrastructure.
- 4.2.6 The Developer shall construct a pedestrian circulation and walkway system as required by the Subdivision By-Law, the Municipal Servicing System Specifications and Schedule N. The land for secondary trails shall be deeded to HRM or Halifax Water. The system shall include where required easements in favour of the Municipality and/or Halifax Water or any other Utility.

Kearney Lake Connector

- 4.2.7 The Kearney Lake Connector as generally shown on Schedule N shall be designed and built subject to the following criteria:
- (a) The road shall be a two lane minor collector road with a design speed of 60 km/h;
 - (b) The final design of the road shall be prepared by the developer; and
 - (c) The road shall conform to a 25.0m Rural Minor Collector standard with the following exceptions:
 - i. The north side of the roadway shall include a concrete curb and gutter, a 1.5 metres sod boulevard, and a 3 metres wide asphalt multi-use trail.
 - ii. The minimum right-of-way width shall be 28.50 metres.
 - iii. Additional through lanes (if required) shall be 3.5 metres wide.
 - iv. Auxiliary lanes (if required) shall be 3.3 metres wide.
- 4.2.8 The developer shall construct the Kearney Lake Connector and will be reimbursed for a portion of the costs under an Infrastructure Charge Agreement, subject to budget approval by Regional Council.
- 4.2.9 Prior to the design and construction of the Kearney Lake Connector, the Developer shall confirm the specifications and design of the Kearney Lake Connector Road with the Development Engineer in writing. Should a variation in the design be required by HRM, the Development Engineer shall confirm any modifications to the proposed design in writing.
- 4.2.10 Notwithstanding 4.2.8 and 4.2.9, alternate arrangements for the construction of the Kearney Lake Connector may be determined at the sole discretion of the Municipality.

4.2.11 The Developer shall provide the right-of-way lands required for the Kearney Lake Connector Road to the Municipality at no additional charge and there shall be no reimbursement for the costs associated with this right-of-way via this or any other agreement.

4.3 Water Distribution System

4.3.1 The water distribution system shall conform with the Halifax Water Design and Construction Specifications and, unless otherwise required by Halifax Water, the water distribution system shall conform with the Bedford West Capital Cost Contribution Analysis, prepared by CBCL and Schedule E. Halifax Water may allow variations to Schedule E where deemed appropriate. Further, where the water system crosses private land, appropriate easements shall be provided to Halifax Water.

4.4 Sanitary Sewer System and Storm Drainage System

4.4.1 The sanitary sewer system and the storm drainage system shall conform with the Halifax Water Design and Construction Specifications unless otherwise acceptable to Halifax Water.

4.4.2 No subdivision approvals shall be granted unless:

- (a) the Engineer (storm system) and Halifax Water (sanitary system) is satisfied that there is sufficient capacity remaining in the downstream sanitary and storm sewer systems directly affected by the Bedford West Development area;
- (b) Halifax Water has secured approval from the Nova Scotia Utility and Review Board and established an infrastructure charge area for water and wastewater services inclusive of the extension of sewer services as shown on Schedule J, and the Developer has entered into a service agreement with Halifax Water for connections to the oversized infrastructure; and
- (c) construction of offsite water services, and sewer services (as generally shown on Schedule J), to the site have been completed or security posted as per the Subdivision By-Law in a form acceptable to the Development Officer. For the purpose of this clause, the Development Officer may accept as security a letter from the Director of Engineering of Halifax Water, indicating that trunk services to the site have been tendered and funds have been allocated for the construction of such services. Subdivision prior to services being complete shall be at the Developers risk.

4.4.3 The Developer agrees to maintain all public stormwater treatment units proposed for the storm sewer system for a minimum of three (3) years from the date of receiving subdivision approval for the development phase in which the stormwater treatment units is located.

Permitted Population Density

- 4.4.4 The maximum population permitted by this agreement shall be 1476 persons. Density may be transferred from lot to lot as required.
- 4.4.5 Nothing in this agreement shall preclude the transfer of unused density from this agreement to other Sub-Areas of Bedford West; however, an amendment to this agreement will be required for a transfer of density into areas covered by this agreement. Should the transfer of density to another Sub-Area be permitted by another development agreement, the developer shall provide an update density table for this development to the Development Officer which provides an updated density at the subdivision stage. The Development Officer shall not issue permits under this agreement for density transferred to another Sub-Area. Transfers of density in to this agreement which affect the collection of Capital Cost Charges will be considered a substantive amendment. Transfers of density into this agreement which do not affect the collection of Capital Cost Charges will be considered a non-substantive amendment.
- 4.4.6 The transfer of density shall be subject to a review of the impact on infrastructure charges. Any change which will have a negative impact may be declined by the Municipality. The developer may transfer density between multiple unit dwellings provided other provisions of this agreement are met.
- 4.4.7 For the purposes of calculating sewer allocation, the following conversion factors shall be used:

Land Use Type	Equivalent per Unit
Multiple Unit Dwellings	2.25 persons per unit
General Commercial	50 persons per acre
Other	As determined by the Development Engineer

Stormwater Control Measures Required

- 4.4.8 No stormwater shall be discharged directly into any natural watercourse without the use of mitigative measures as stipulated in the Master Stormwater Management Plan and in accordance with municipal and provincial guidelines.
- 4.4.9 Where the Developer proposes to incorporate Kearney Lake, Kearney Lake Run or Paper Mill Lake into the storm drainage system serving the Lands, the Developer shall secure all, permissions, permits and approvals as may be required from the Province and the license holder of the dams on Kearney Lake and Paper Mill Lake and the Developer agrees that nothing in this Agreement obligates the Municipality or Halifax Water to assume any responsibility for the ownership or maintenance of the dams on Kearney Lake or Paper Mill Lake or any other component of a storm drainage system that is not located with the boundaries of the Lands.

- 4.4.10 Where mitigative measures are proposed along a watercourse, no mitigative measure shall be located in a location which would negatively impact the 1 in 100 year floodplain for the watercourse. All stormwater plans shall indicate the 1 in 100 year floodplains as determined by a qualified professional.
- 4.4.11 Mitigative measures in proposed parks, watercourse buffers and non-disturbance areas may be considered by the Development Engineer. Mitigative measures on proposed parkland are subject to the review and approval of Parkland Planning provided no encumbrances are created on parkland. The Development Engineer may permit such mitigative measures provided the proposed measure meets the design requirements of the Municipality (where required) subject to review of an environmental study which determines if the proposal adversely affects environmentally sensitive features as required by Policy BW-28 of the Bedford West Secondary Planning Strategy.
- 4.4.12 Commercial and institutional storm drainage systems shall include Best Management Practices such as bioretention facilities as a component further to the Master Storm Water Management Plan.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

Erosion and Sedimentation Control and Grading Plans

- 5.2.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

Stormwater Management Plan

- 5.3.1 A qualified professional shall provide written confirmation that the design of the storm drainage system conforms with the Master Stormwater Management Plan, unless otherwise acceptable to the Development Officer.
- 5.3.2 Where easements are required as part of the stormwater system, the Developer shall provide the easements to the Municipality or Halifax Water as required.
- 5.3.3 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of stormwater.

Water Quality Monitoring Program

5.4.1 The Parties agree that a water quality monitoring program shall be undertaken in conformity with the following requirements:

- (a) the consultant shall be selected by the Municipality and the Developer agrees to pay for all required costs;
- (b) except as required by clause (d), monitoring shall be undertaken at each location shown on Schedule O three (3) times per year. Spring testing shall include the RCAP-MS suite, Total Phosphorus (0.002 mg/L detection limit), Total Suspended Solids, E. Coli, Total Coliforms and Chlorophyll A (acidification and Welschmeyer methodologies), plus standard field measurements (pH, dissolved oxygen (mg/L), conductivity, temperature, Secchi Depth, total dissolved solids, salinity). Summer and Fall testing shall include the RCAP suite (without MS), Total Phosphorus, Total Suspended Solids, E.Coli and Chlorophyll A (Acidification and Welschmeyer techniques), plus standard field measurements (pH, dissolved oxygen (mg/L), conductivity, temperature, Secchi Depth, total dissolved solids, salinity);
- (c) monitoring shall be undertaken at least one time at each location illustrated on Schedule O prior to any initial disturbance being commenced within the upstream watershed of the Lands;
- (d) in the event that threshold levels specified under 5.4.2(b) are exceeded, the Municipality may direct the consultant to undertake further testing deemed reasonable to verify results;
- (e) except as provided for by clause (f), the program shall be undertaken until two (2) years after subdivision approval has been granted for the final phase of development permitted by this Agreement and, prior to subdivision approval being granted for the first phase, the Developer shall post a security in an amount of 110 percent of the cost to complete the monitoring program for a period of one year. This security shall be maintained for the term of testing. Should this security have to be used by the Municipality because of default of payment, no further subdivision shall be permitted until bonding for another year is provided;
- (f) where further development agreement applications are approved within the Paper Mill Lake watershed which require that a water quality monitoring program be undertaken pursuant to the requirements of the Secondary Planning Strategy, the Parties agree that the Developer may seek amendments to the requirements of this Section in accordance with the provisions of Clause 6.1 of this Agreement; and
- (g) The water quality monitoring program shall commence a minimum of six months prior to initial disturbance and the developer shall pay all costs associated. The developer shall give the Municipality an additional 30 days notice to prepare for the program.

5.4.2 The Municipality will designate a person to administer the requirements of Section 5.4.1 and receive the test results of the monitoring program. The designated person shall submit the test results to the Developer, the Community Council and the Waters Advisory Board within:

- (a) three (3) months of being received from the consultant; or

- (b) if any total phosphorous measurement meets or exceeds ten (10) micrograms per liter or if the geometric mean of any E. coli measurement within a given calendar year exceeds two hundred (200) counts per 100ml at any location or if any fecal coliform measurement exceeds four hundred (400) counts per 100ml, the findings will be reported immediately to the Developer and to the Waters Advisory Board and the Community Council at the next scheduled meeting. The Municipality shall make all reports provided to the Waters Advisory Board and the Community Council available to the public.

Subdivision and Lot Grading Plans

- 5.5.1 Any Subdivision Grading Plan submitted for subdivision approval shall be certified by a qualified professional that the plan conforms with the recommendations of the Master Stormwater Management Plan;
- 5.5.2 Any riparian buffer area established pursuant to Section 3.8 of this Agreement shall be shown on any lot grading plan submitted pursuant to the requirements of the Municipality's Grade Alteration By-Law.
- 5.5.3 The Developer shall prepare lot grading plans which comply with the Subdivision Grading Plan. Modifications to the site grading and proposed finished elevations may be approved by the Development Engineer. The Developer shall provide written confirmation of compliance that the lot has been graded in accordance with the lot grading plan and, where it has been determined that any lot grading has not been properly carried out, remedial or corrective measures shall be carried out by the Developer at it's cost.
- 5.5.4 No occupancy permit shall be granted unless the requirements of Section 5.5.3 have been satisfied or a security deposit for the completion of the work has been provided in accordance with the requirements of the Municipality's Grade Alteration By-Law

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
 - (a) the granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
 - (b) the length of time for the completion of the development as identified in Section 7.5 of this Agreement;
 - (c) amendments to the development standards in Sections 3.4.1 and 3.4.2 of this Agreement;

- (d) amendments to the lake monitoring program on Schedule O and clauses 5.4.1 and 5.4.2 to this Agreement provided that a recommendation of approval has been received from the Waters Advisory Board; and
- (e) transfers of density into this agreement which do not affect the collection of Capital Costs or exceed an additional 1 unit per acre.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within ten years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-Law.
- 7.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the first phase of the lands.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

7.4.1 Upon the completion of the whole development or complete phases of the development, or after fifteen years, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-Law for Bedford, as may be amended from time to time.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after 15 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 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 Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-Law;
- (d) Where trees or other vegetation are removed in contravention to the requirements of section 3.7 of this Agreement, the Development Officer may direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the plan and shall submit the plan to the Waters Advisory Board for a recommendation of approval and to the Community Council for approval before being undertaken; or
- (e) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 2nd day of March, 2012.

SIGNED, SEALED AND DELIVERED
in the presence of:

[Redacted Signature]

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

[Redacted Signature]

Witness

[Redacted Signature]

Witness

CRESCO HOLDINGS LIMITED

Per: [Redacted]

Per: [Redacted]

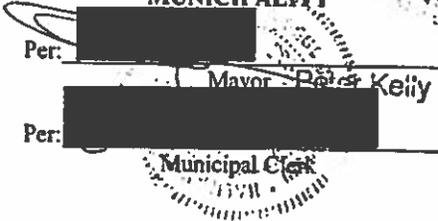
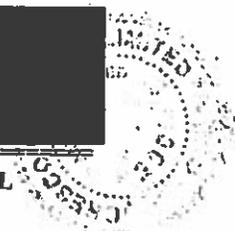
HALIFAX REGIONAL MUNICIPALITY

Per: [Redacted]

Mayor Peter Kelly

Per: [Redacted]

Municipal Clerk



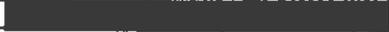
PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 16th day of February, A.D., 2012, before me, the subscriber personally came and appeared Joseph D. Doraal a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **CRESCO 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

Carol A. Boudreau
A Commissioner of the
Supreme Court of Nova Scotia

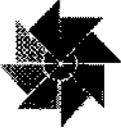
PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 6th day of March, A.D., 2012, before me, the subscriber personally came and appeared before me  the 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 Cathy Mellett, 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

Schedule A



CRESCO
THE ART OF BUILDING

Development Area

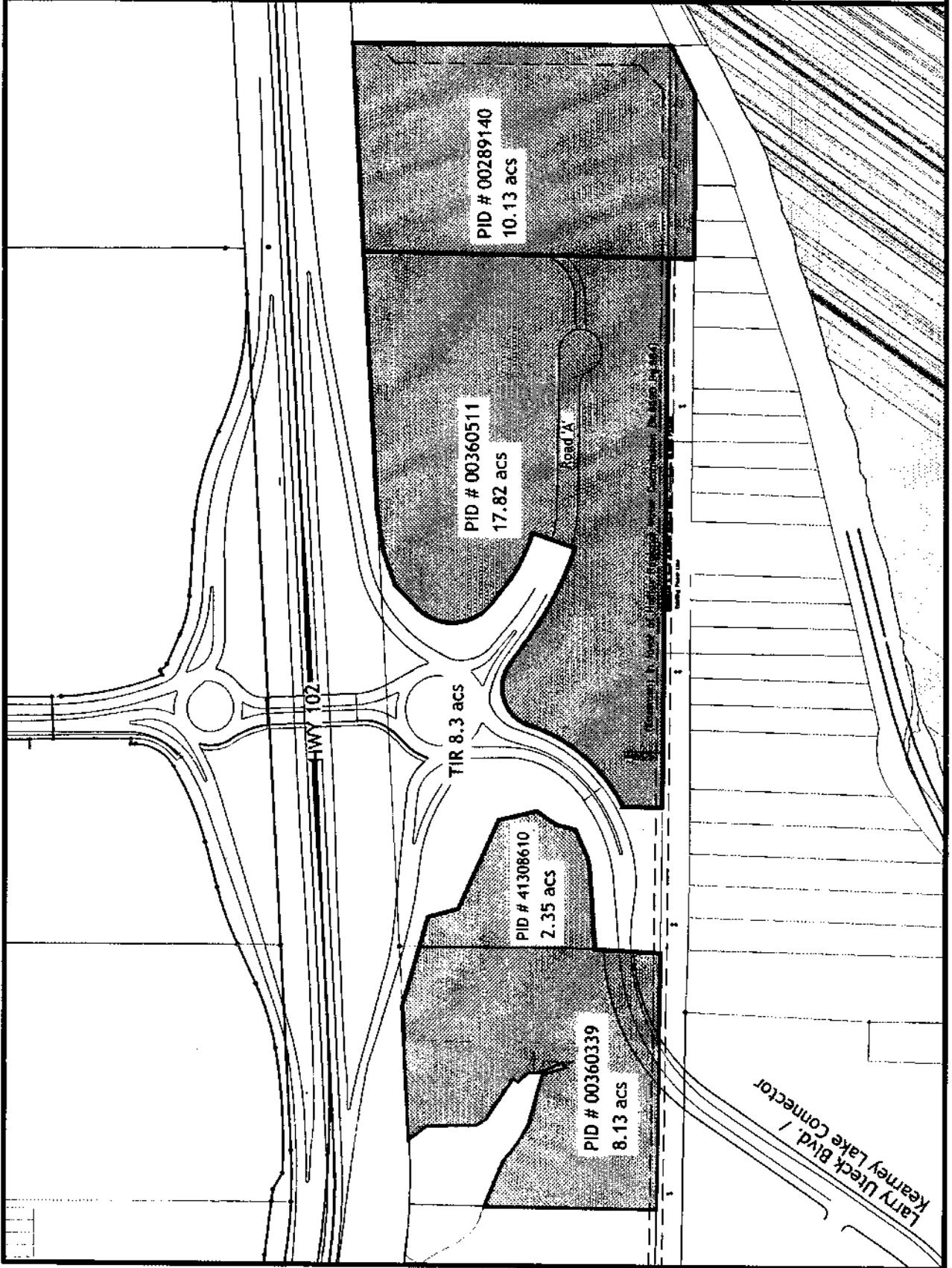
Sub-Area 9



Development Area
~38.4 acres total



July 2011



Schedule A-1

PID 00360511

LOT 2R-1

ALL THAT parcel of land situate on the southwesterly side of Highway No. 102 (Bi-Centennial Drive) at Halifax, County of Halifax, Province of Nova Scotia, being designated as Lot 2 on a Plan of Survey of Lot 2 Lands of Donald S. Hogan as General Partner for Hogan Investments Limited Partnership; said plan prepared by Wallace Macdonald & Lively, Ltd., dated September 10, 1999, and signed by Harold S. Lively, N.S.L.S.; said Lot 2 having an area of 28.461 acres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 6110 to Nova Scotia Coordinate Monument 6111 has a grid bearing of North 39 degrees 07 minutes 27 seconds West, referred to Meridian 64 degrees 30 minutes West, and relating all bearings herein thereto.

COMMENCING at a survey marker found on the southwesterly limit of Highway No. 102 (Bi-Centennial Drive) at the most northerly corner of Lot C-1, Now or Formerly Lands of 3008467 Nova Scotia Limited as shown on said plan;

THENCE North 37 degrees 10 minutes 19 seconds West along Highway No. 102 (Bi-Centennial Drive), a distance of 1733.98 feet to a survey marker placed at an easterly corner of Lands Now or Formerly of Robert A. Blackie;

THENCE South 56 degrees 02 minutes 21 seconds West along said Blackie lands, a distance of 438.17 feet to a survey marker placed at an angle therein;

THENCE South 58 degrees 42 minutes 00 seconds West continuing along said Blackie lands, a distance of 224.57 feet to a survey marker placed on the northeasterly limit of Lands of Nova Scotia Power Incorporated;

THENCE South 33 degrees 30 minutes 06 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 1341.55 feet to a survey marker placed at an angle therein;

THENCE South 33 degrees 51 minutes 00 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 219.33 feet to a survey marker placed at an angle therein;

THENCE South 33 degrees 14 minutes 46 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 169.78 feet to a survey marker placed on the northwesterly limit of Lot C-1, Now or Formerly Lands of 3008467 Nova Scotia Limited;

THENCE North 56 degrees 51 minutes 38 seconds East along said Lot C-1, a distance of 773.00 feet to the point of commencement.

TOGETHER WITH an easement for access and servicing purposes over, along, and upon Lot C-1, being designated as Parcel AE-1, having an area of 30,935 square feet, and Parcel AE-2, having an area of 36,655 square feet, and being more particularly shown on a Plan of Survey of Lot C-1, Block 4, and Block 4A, Lands of Hogan Properties Limited, prepared by Wallace Macdonald & Lively, Ltd., dated January 27, 1999, signed by Harold S. Lively, N.S.L.S., and recorded at the Office of the Registry of Deeds at Halifax as Plan 33148, Drawer 363.

SUBJECT to an easement in favour of the Halifax Regional Water Commission referred to as Parcel E-20 and more particularly described as follows:

ALL THAT parcel of land situate to the northeast of Kearney Lake Road, at Halifax, in the County of Halifax, Province of Nova Scotia; being designated as Parcel E-20 on a set of plans being Drawing 1 and Drawing 2 of a Plan of Survey of Parcels E-17 to E-23 incl., being Easements Required by Halifax Regional Water Commission; said plan prepared by Wallace Macdonald & Lively, Ltd., dated June 1, 2000, and signed by J. Jeff Fee, NSLS; said Parcel E-20 having an area of 2636.9 square metres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 6110 to Nova Scotia Coordinate Monument 6111 has a grid bearing of North 39 degrees 07 minutes 27 seconds West, referred to Meridan 64 degrees 30 minutes West, and relating all bearings herein thereto.

COMMENCING at a survey marker placed on the northeasterly limit of Lands of Nova Scotia Power Incorporated, at the most southerly corner of Lot 2 Lands of 3032248 Nova Scotia Limited as shown on said plan;

THENCE North 56 degrees 50 minutes 52 seconds East along said Lot 2, a distance of 5,000 metres to a point;

THENCE North 33 degrees 15 minutes 32 seconds West, a distance of 51.813 metres to a survey marker;

THENCE North 33 degrees 51 minutes 46 seconds West, a distance of 66.975 metres to a survey marker;

THENCE North 33 degrees 30 minutes 52 seconds West, a distance of 408.555 metres to a survey marker placed on the southeasterly limit of Lands of Robert A. Blackie;

THENCE South 58 degrees 41 minutes 14 seconds West along said Blackie lands, a distance of 5.002 metres to a point on the northeasterly limit of Nova Scotia Power Incorporated;

THENCE South 33 degrees 30 minutes 52 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 408.904 metres to a point;

THENCE South 33 degrees 51 minutes 46 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 66.852 metres to a point;

THENCE South 33 degrees 15 minutes 32 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 51.748 metres to the point of commencement.

Plan No. 33992, Drawer 371.

Saving and Excepting therefrom Parcel BD-3A, BD-3B, BD-3D and Lot 2R-2 as shown on a registered Plan No. 94256923 and registered at the Land Registration Office for the County of Halifax on September 14, 2009.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax County as plan no. 94256923.

PID 00289140

BLOCK C-1

ALL THAT PARCEL of land situate on the northeasterly side of Kearney Lake Road and southwesterly side of Highway No. 102 (Bi-Centennial Drive), at Halifax, in the County of Halifax, Province of Nova Scotia; being designated as Lot C-1 on a Plan of Survey of Lot C-1, Block 4 and Block 4A Lands of Hogan Properties Limited; said plan prepared by Wallace Macdonald & Lively, Ltd., dated January 27, 1999, and signed by Harold S. Lively, N.S.L.S.; said Lot C-1 having an area of 10.130 acres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 6110 to Nova Scotia Coordinate Monument 6111 has a grid bearing of North 39 degrees 07 minutes 27 seconds West, referred to Meridian 64 degrees 30 minutes West, and relating all bearings herein thereto;

COMMENCING AT a survey marker placed on the southwesterly limit of Highway No. 102 (Bi-Centennial Drive), at the most northerly corner of Lot A-1 Now or Formerly Lands of M.F. Schuman Company, Limited as shown on said plan;

THENCE South 56 degrees 04 minutes 00 seconds West along Lot A-1, a distance of 807.61 feet to a survey marker placed on the northeasterly limit of Kearney Lake Road;

THENCE North 61 degrees 02 minutes 00 seconds West along Kearney Lake Road, a distance of 136.40 feet to a survey marker placed at the most southerly corner of Lot 1-B;

THENCE North 33 degrees 50 minutes 18 seconds West along Lot 1-B, a distance of 222.70 feet to a survey marker found at the most easterly corner of Lot 1-A;

THENCE North 33 degrees 34 minutes 13 seconds West along Lot 1-A and Lot 1, a distance of all of 176.19 feet to a survey marker found at the most easterly corner of Lot 2;

THENCE North 33 degrees 15 minutes 32 seconds West along Lot 2, a distance of 6.19 feet to a survey marker found at a corner of Lands of Nova Scotia Power Incorporated;

THENCE North 56 degrees 50 minutes 52 seconds East along Lands of Nova Scotia Power Incorporated and Lot 2 Now or Formerly Lands of Donald S. Hogan as general partner for Hogan Investments Limited Partnership, a distance of 839.00 feet to a survey marker placed on the southwesterly limit of highway No. 102 (Bi-Centennial Drive);

THENCE South 37 degrees 11 minutes 05 seconds East along Highway No. 102 (Bi-Centennial Drive), a distance of 515.29 feet to the point of commencement.

SUBJECT TO an easement in favour of Nova Scotia Power Incorporated over, along, and upon that portion of Lot C-1 being designated as Parcel AE-1 having an area of 30,935 square feet, more or less, and being more particularly shown on the aforementioned plan dated January 27, 1999.

ALSO SUBJECT TO an access of service easement in favour of the grantor, his heirs, assigns and appointees and Lot 2 situate adjacent to and to the northwest of Lot C -1 over, along, and upon that portion of C-1 being designated as Parcel AE-1 having an area of 30,935 square feet, more or less; and over, along, and upon that portion of Lot C-1 being designated as Parcel AE-2 having an area of 36,655 square feet, more or less, all of which being more particularly shown on the aforementioned plan dated January 27, 1999; said easement over Parcel A-1 being subject to the rights of Nova Scotia Power Incorporated.

ALSO SUBJECT TO an easement in favour of the Halifax Regional Water Commission referred to as Parcel E-22 and more particularly described as follows:

ALL THAT parcel of land situate to the northeasterly of Kearney Lake Road, at Halifax, in the County of Halifax, Province of Nova Scotia; being designated as Parcel E-22 on a set of plans being Drawing 1 and Drawing 2 of a Plan of Survey of Parcels E-17 to E-23 incl., being Easements Required by Halifax Regional Water Commission; said plan prepared by Wallace Macdonald & Lively, Ltd., dated June 1, 2000, and signed by J. Jeff Fee, NSLS; said Parcel E- 22 having an area of 4973.9 square metres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 6110 to Nova Scotia Coordinate Monument 6111 has a grid bearing of North 39 degrees 07 minutes 27 seconds West, referred to Meridian 64 degrees 30 minutes West, and relating all bearings herein thereto.

COMMENCING at a survey marker placed at the most southerly corner of Lot 2 Lands of 3032248 Nova Scotia Limited as shown on said plan;

THENCE North 56 degrees 50 minutes 52 seconds East along said Lot 2, a distance of 5,000 metres to a point;

THENCE South 33 degrees 15 minutes 32 seconds East, a distance of 1.772 metres to a survey marker;

THENCE South 33 degrees 34 minutes 13 seconds East, a distance of 53.576 metres to a survey marker;

THENCE South 33 degrees 50 minutes 18 seconds East, a distance of 71.809 metres to a survey marker;

THENCE South 78 degrees 53 minutes 09 seconds East a distance of 25.407 metres to a survey marker;

THENCE North 56 degrees 04 minutes 00 seconds East a distance of 189.066 metres to a survey marker;

THENCE South 80 degrees 33 minutes 32 seconds East, a distance of 21.842 metres to a survey marker placed on the northwesterly limited of Lot A-1 Lands of M. F. Schurman Company Limited;

THENCE South 56 degrees 04 minutes 00 seconds West along said Lot A-1, a distance of 229.064 metres to a survey marker found on the northeasterly limited of Kearney Lake Road;

THENCE North 61 degrees 02 minutes 00 seconds West along Kearney Lake Road, a distance of 8.498 meters to a survey marker;

THENCE North 33 degrees 50 minutes 18 seconds West, a distance of 97.264 metres to a survey marker;

THENCE North 33 degrees 34 minutes 13 seconds West, a distance of 53.626 metres to a survey marker;

THENCE North 33 degrees 15 minutes 32 seconds West, a distance of 1.817 metres to a point on the southeasterly limited of Lands of Nova Scotia Power Incorporated;

THENCE North 56 degrees 50 minutes 52 seconds East along Lands Nova Scotia Power Incorporated, a distance of 5.000 metres to the point of commencement.

Plan No. 33992, Drawer 371.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax as plan or document number 33992 in Drawer 371.

PID 41308610

LOT 2R-2

Civic Address: Larry Uteck Blvd., Bedford, Nova Scotia

Municipality/County: Halifax Regional Municipality/Halifax County

Designation of Parcel on Plan: Lot 2R-2

Title of Plan: Plan of Survey of Parcel BD-3 Portion of Lands to be Acquired from Cresco Holdings Limited (Proposed Larry Uteck Interchange)

Registration County: Halifax County

Registration No. of Plan: 94256923

Registration Date of Plan: 2009-09-14

Compliance with MGA: The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because it is a result of an acquisition of land for municipal purposes.

PID 00360339

LOT RB-R

ALL that parcel of land situate on the southeasterly side of Highway No. 102 (Bi-Centennial Drive) at Bedford, County of Halifax, Province of Nova Scotia, being designated as Lot RB on a Plan of Survey of Lot RB, Lands of Robert Blackie; said plan prepared by Terrian Group Inc., dated February 12, 2004, and signed by J. Jeff Fee, N.S.L.S.; said Lot RB having an area of 8.22 acres, more or less. The said Lot RB being more particularly described in a plan filed at the Halifax Registry of Deeds as plan or document number 81013600.

SUBJECT to an existing easement in favour of Halifax Regional Water Commission recorded at the Registry of Deeds in Halifax in Book 6604 at Page 529, said easement being more particularly shown as Parcel E-19 on the aforementioned plan.

Saving and Excepting therefrom Parcel BD-3C, as shown on a registered Plan No. 94256923 and registered at the Land Registration Office for the County of Halifax on September 14, 2009.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax County as plan no. 94256923.

Schedule B



CRESCO
THE ART OF BUILDING

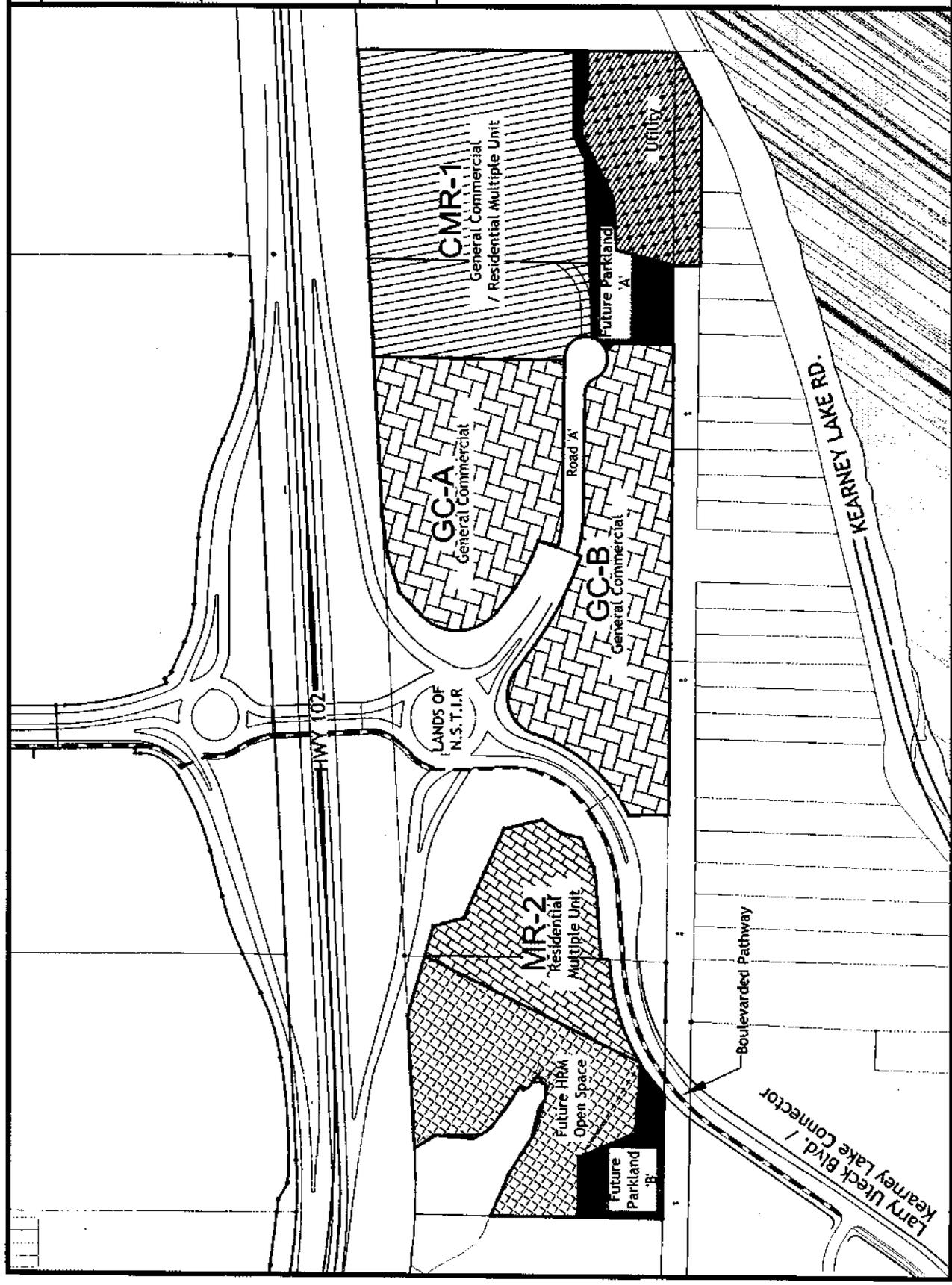
Land Use Plan

Sub-Area 9



- All acreage and boundaries are subject to final survey.
- Lands allocated as general commercial shall have a density coefficient of 50 persons per acre.
- Lands allocated as residential shall have a density coefficient of 2.25 persons per 2 bedroom multiple unit.
- Density may be transferred between Blocks MR-2 and CMR-1.

July 2011



Schedule C



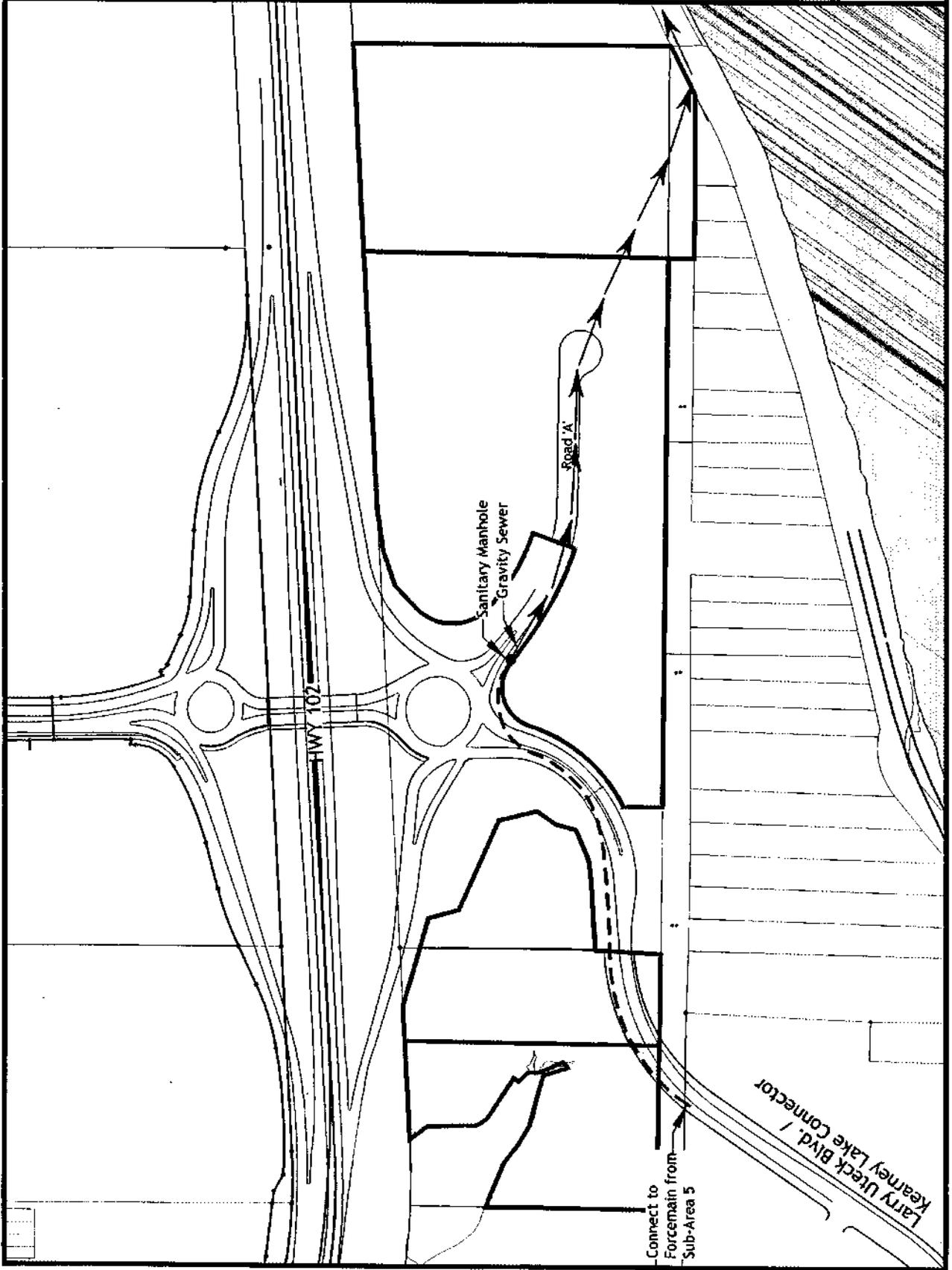
CRESCO
THE ART OF BUILDING

Sanitary

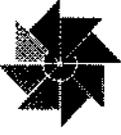
Sub-Area 9



July 2011

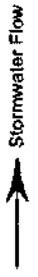


Schedule D

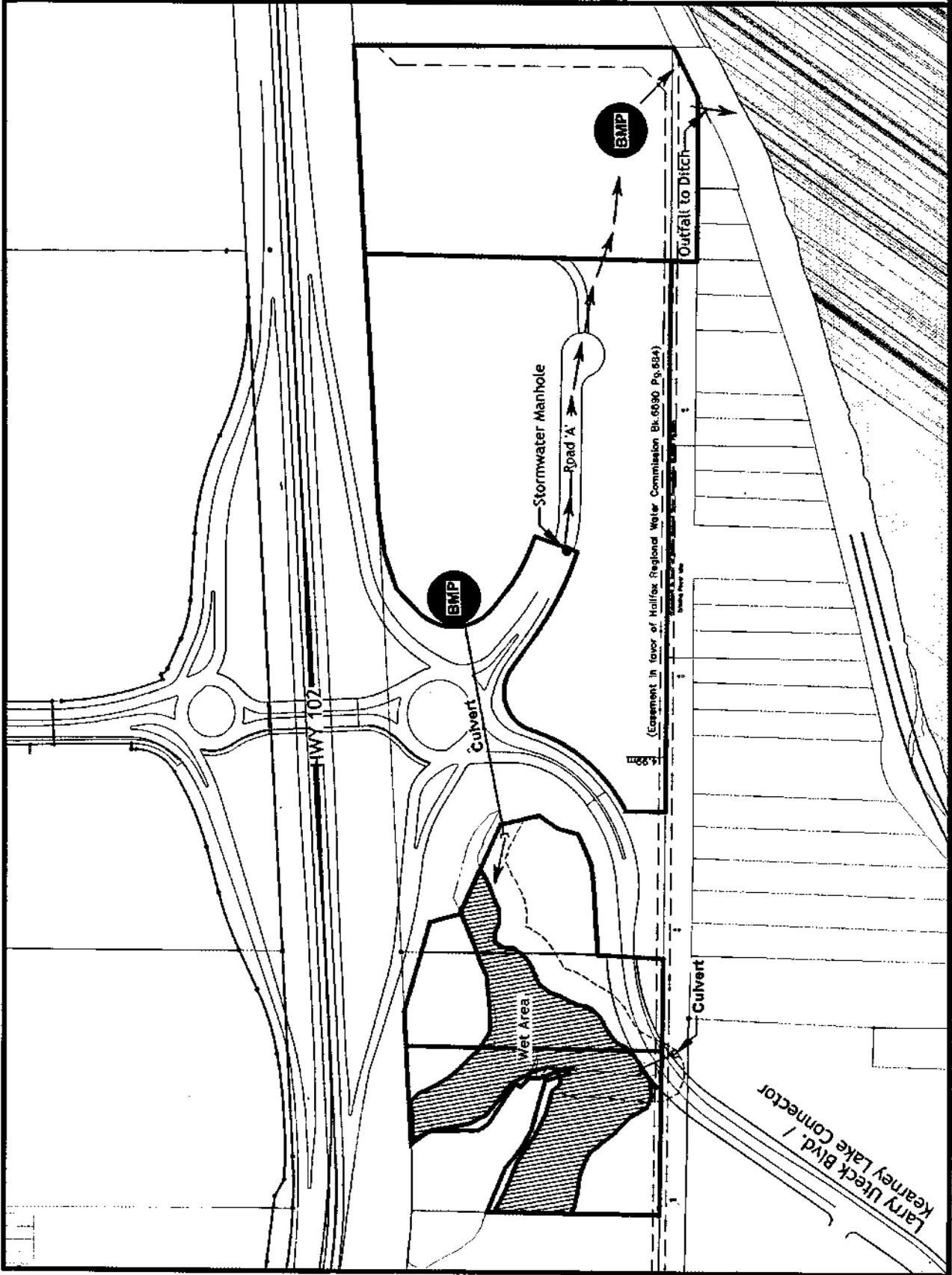


CRESCO
THE ART OF BUILDING

**Stormwater
Servicing Plan
Sub-Area 9**



**Best Management
Practice, per
Stormwater
Management Plan**



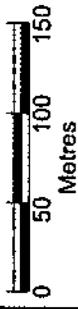
Schedule E



CRESCO
THE ART OF BUILDING

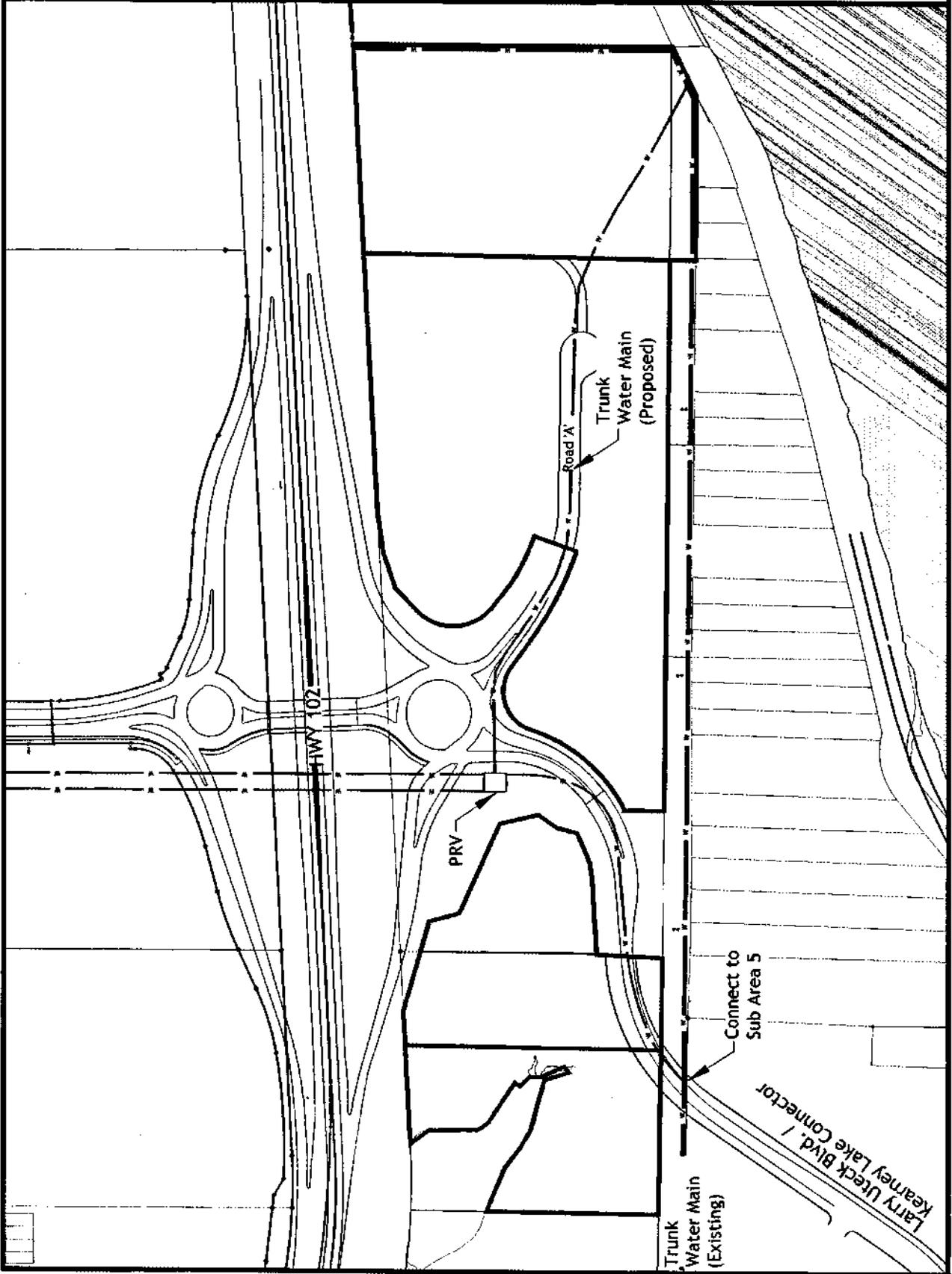
Waterline

Sub-Area 9



Existing 48" Transmission Line
—W—
Proposed Transmission Line
- - -W - - -

July 2011



Schedule F



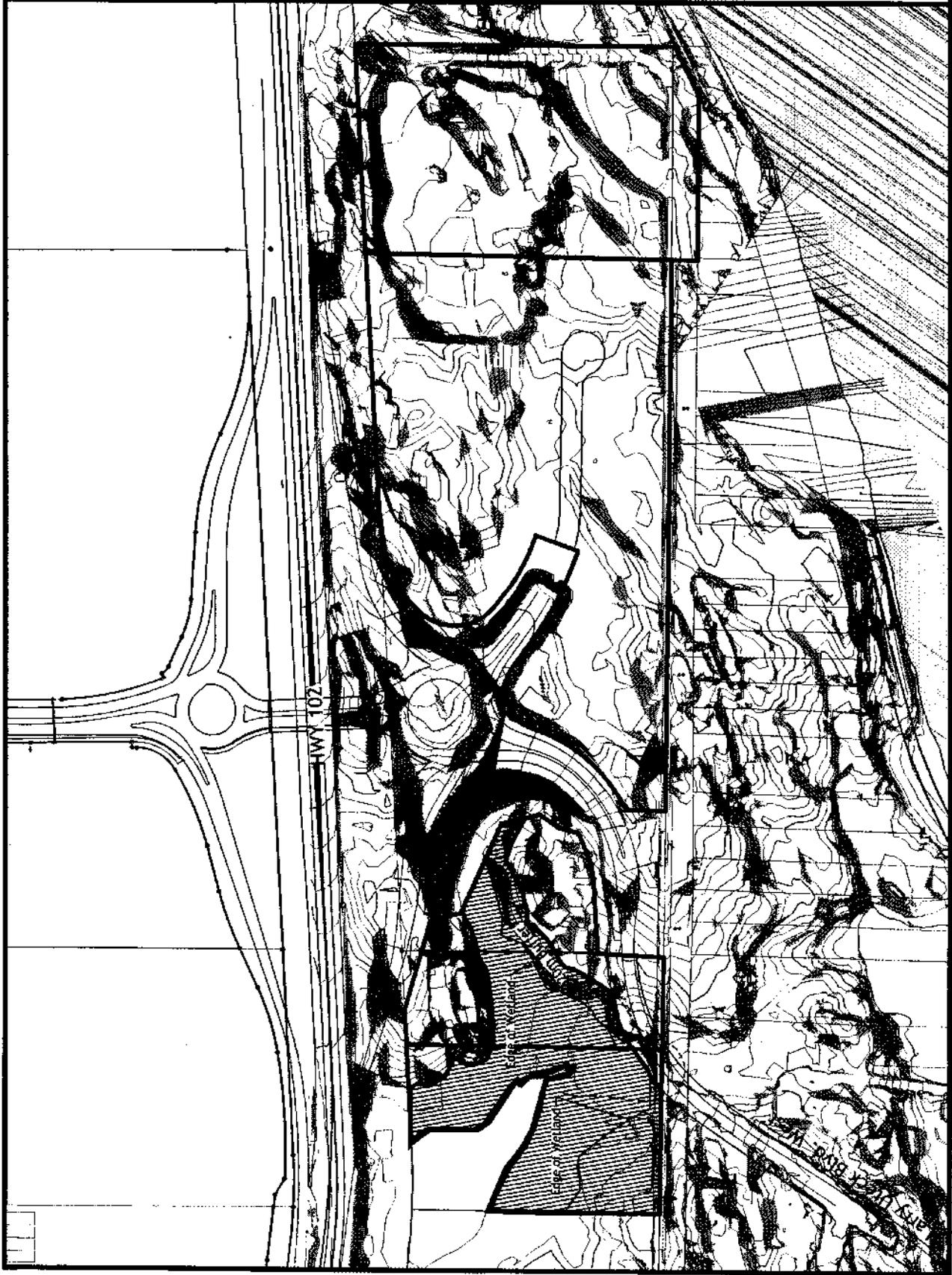
CRESCO
THE ART OF BUILDING

Slope Map &
Riparian Buffer Areas

Sub-Area 9



November 19, 2010



Schedule G
General Commercial Design Guidelines

Pedestrian Access, Circulation and Parking

Applicants shall submit a detailed pedestrian circulation and parking plan with all development applications that provides safe, efficient and convenient pedestrian access and circulation patterns within and between developments. All applications shall comply with the following:

Required Pedestrian Connections - An on-site system of pedestrian walkways shall be designed to provide direct access and connections to and between the following:

- (a) The primary entrance or entrances and each individual commercial building,
- (b) Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with community commercial development; and
- (c) Any public sidewalk system along the perimeter streets adjacent to the commercial development.

Minimum Walkway Width - All site walkways shall be a minimum of 1.5 metres in width.

Walkways along Buildings - Continuous pedestrian walkways shall be provided along the full length of a building along any facade featuring a customer entrance and along any facade abutting customer parking areas. Such walkways shall be located at least 1.8 metres from the facade of the building to provide planting beds for foundation landscaping, except where features such as arcades or entryways are part of the facade.

Location and Amount of Parking - Parking shall be provided in accordance with the parking provisions of the Bedford Land Use By-Law, as amended from time to time. Notwithstanding, parking requirements for a Take Out Restaurant shall be calculated at 8 spaces per 1,000 square feet of gross floor area. The Development Office may permit a reduction in the required parking by 30 percent where parking is to serve multiple tenants or uses.

Parking Lot Landscaping - any development on the Lands shall conform with the provisions and requirement of Part 5 Section 32 and 35 of the Bedford Land Use By-Law as amended from time to time, unless otherwise stated by this agreement. For the purposes of Part 5, Section 35, Clause (o), a CSC Zone shall be deemed to apply to all General Commercial land uses on the Lands.

Variation in Massing - A single, large, dominant building mass shall be avoided.

Building Design

Minimum Wall Articulation for Commercial Buildings

- (a) Building walls visible from public streets, connecting walkways, or adjacent development shall include features such as but not limited to windows, entrances, arcades, arbours, awnings, trellises with vines, or alternate architectural detail along no less than sixty percent (60%) of the façade.
- (b) No interrupted length of any facade facing a public street shall exceed 30.5 horizontal metres (100 feet). Wall plane projections or recesses shall be incorporated into all facades greater than 30.5 horizontal metres (100 feet) in length, measured horizontally, having a depth of at least 3 percent of the length of the facade and extending at least 20 percent of the length of the facade.
- (c) One clearly defined, visible entrance way shall be provided on the main facade. The entrance way and front facade shall include no less than three of the following elements:
 - i) canopies or porticos
 - ii) overhangs
 - iii) recesses/projections
 - iv) arcades
 - v) raised corniced parapets over the door
 - vi) peaked roof forms
 - vii) display windows
 - viii) architectural details such as tile work, and mouldings which are integrated into the building
 - ix) integral planters or wing walls that incorporate landscaped areas and sitting places; and
 - x) or any other similar architectural treatment deemed to be an acceptable equivalent;
- (d) Rooftop equipment, including, but not limited to, satellite and other telecommunication equipment, air handling units, elevator equipment, cooling towers and exhaust fans shall to be screened (visually). The screening shall include but not limited to parapets and enclosures. Building screens shall be part of the architectural design with similar detailing and materials and not appear as add-ons.

Building Walls Facing Public Areas - In addition to the above, building walls that face public streets, connecting walkways, or adjacent development shall be subdivided and proportioned using features such as windows, entrances, arcades, arbours, awnings, trellises with vines, or alternate architectural detail that defines human scale, along no less than sixty percent (60%) of the façade.

Other Requirements

- (a) Architectural treatment shall be continued around all sides.
- (b) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These

facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.

- (c) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
- (d) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed or veneered with stone or brick
- (e) Any exposed lumber on the exterior shall be painted, stained or clad on metal or vinyl.
- (f) Mechanical equipment shall be screened from view by a combination of architectural treatments, fencing and landscaping.
- (g) No outdoor storage or outdoor display and sales shall be permitted

Signage

Signage shall be provided in accordance with the sign provisions of the Bedford Land Use Bylaw, as amended from time to time. Notwithstanding these provisions, multi-tenant ground signs and facial wall signs shall be permitted as follows:

Facial Wall Signs:

- a) For the purposes of Part 5 Section 38.1.c) of the Land Use By-Law for Bedford, as amended from time to time, all facial wall signs per business shall count as one sign;
- b) No facial wall sign shall have an area which exceeds ten (10) percent of the area of the wall on which it is attached;
- c) The total area of all facial wall signs on a wall shall not exceed fifteen (15) percent of the area of the wall to which it is attached;
- d) Signs on an individual building may contain more than one message per business premise Multi-tenant ground signs shall be permitted in addition to the permitted number of signs in accordance with the following:

Block GC-A

- a) one multi-tenant ground sign adjacent to Highway 102 and shall not exceed 18.3 metres (60 ft.) in height and not exceed 37.16 m (400 sq. ft.) in size per face.
- b) one multi-tenant ground sign adjacent to any additional public road and shall not exceed 12.2 metres (40 ft.) in height and not exceed 23.22 metres (250 sq. ft.) in size per face.
- c) the above noted signs shall be in addition to signs permitted under the Bedford Land Use By-Law.

Block GC-B

- a) one multi-tenant ground sign adjacent Larry Uteck Boulevard or any other public road and shall not exceed 12.2 metres (40 ft.) in height and not exceed 23.22 metres (250 sq. ft.) in size per face.
- b) the above noted sign shall be in addition to signs permitted under the Bedford Land Use By-Law.

Schedule H
General Commercial Land Uses

No development permit shall be issued in a General Commercial area except for one or more of the following uses:

- a) All Age/Teen Clubs
- b) Banks and Financial Institutions
- c) Billiard and Snooker Clubs
- d) Commercial Photography
- e) Daycare Facilities, Nursery Schools, Early Learning Centres
- f) Drycleaning Depots
- g) Funeral Homes
- h) Garden Markets
- i) General Retail exclusive of mobile home dealerships but inclusive of building supply sales
- j) Ice cream stands
- k) Medical Clinics
- l) Neighbourhood Convenience Stores
- m) Office Uses
- n) Private Clubs (social)
- o) Full Service, Drive-in and Take Out Restaurants
- p) Service, Personal Service Shops, Health and Wellness Centres exclusive of massage parlours
- q) Veterinary clinics
- r) Institutional (SI) uses, excluding cemeteries
- s) parking lots and structures
- t) gas bars
- u) service stations,
- v) automotive vehicle, parts & accessories sales and service
- w) Uses accessory to the foregoing uses (including drive-thru windows)

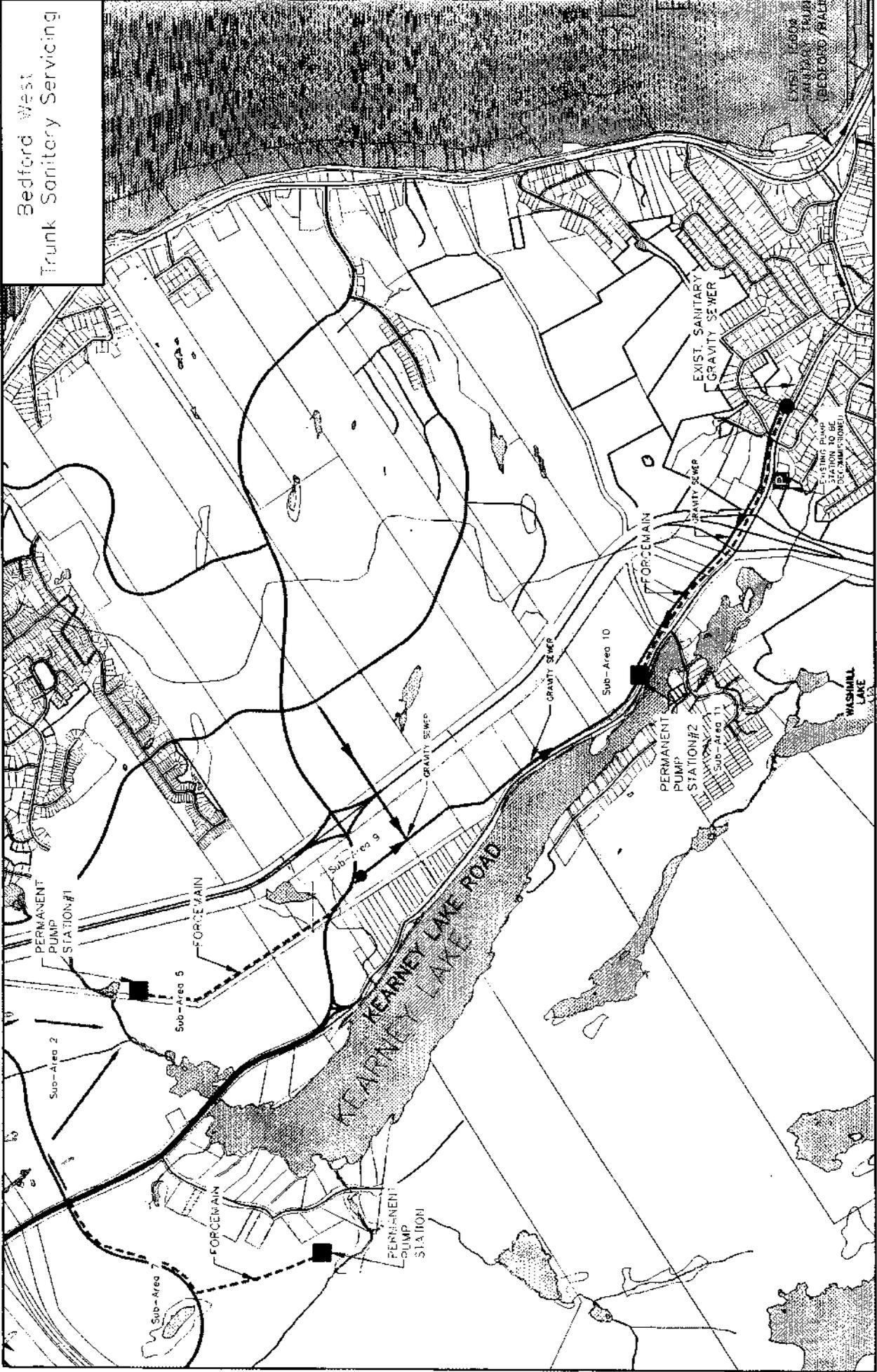
(All uses shall be defined as found in the Bedford Land Use By-Law)

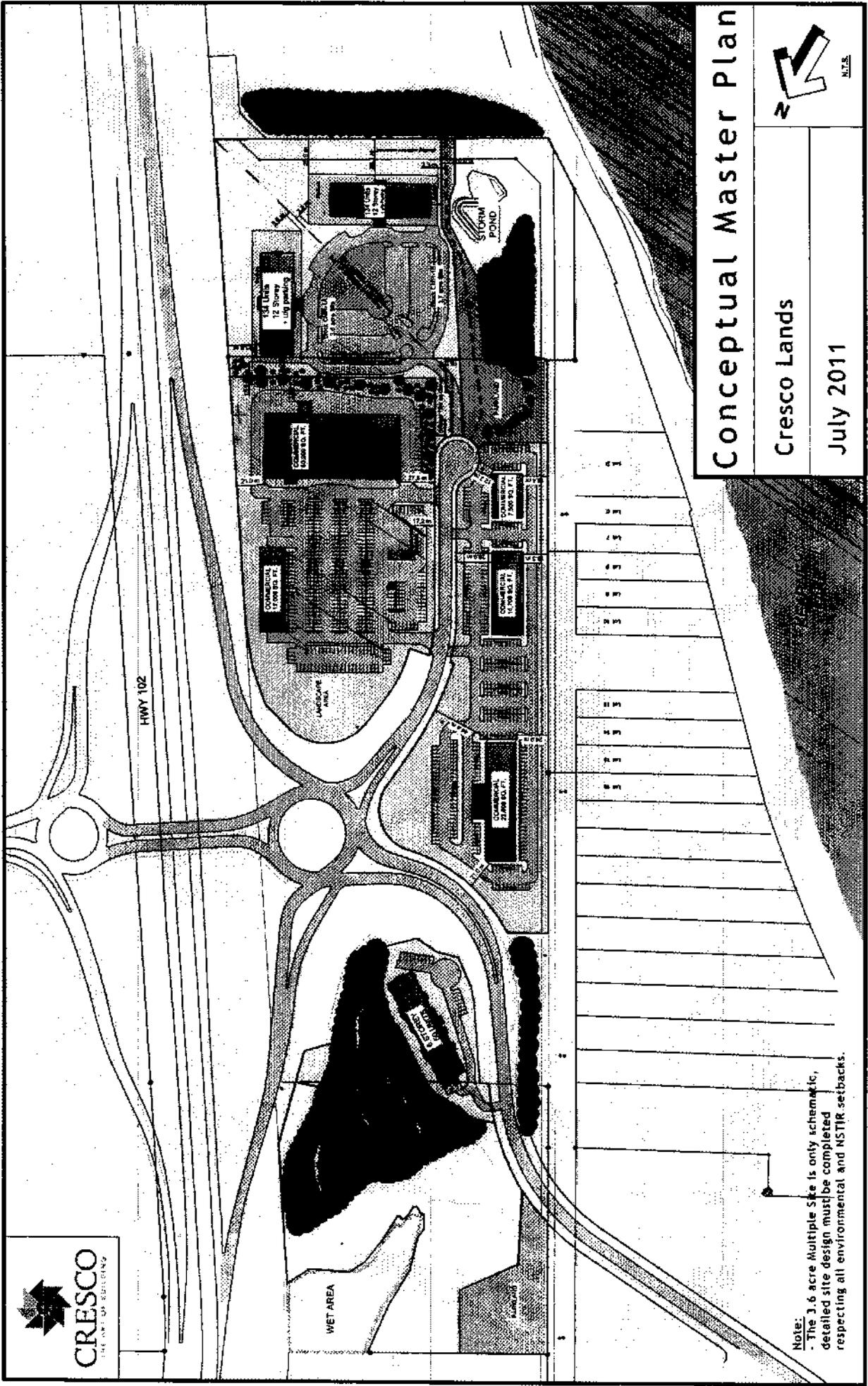
Schedule I
Design Criteria for Multi-Unit Buildings

1. Multi-unit building developments shall conform with the following design criteria:
 - a) Architectural detailing including, but not limited to, lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated.
 - b) Architectural treatment shall be continued around all sides.
 - c) Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or suitable landscaping.
 - d) Electrical power, telephone, cable and similar utilities shall be brought by underground conduit to the building.
 - e) Any exposed foundation in excess of 0.61 metres (2 feet) in height and 1.86 square metres (20 square feet) in total area shall be architecturally detailed or veneered with stone or brick
 - f) Any exposed lumber on the exterior shall be painted, stained or clad in a painted metal or vinyl.
 - g) Mechanical equipment shall be screened from view by a combination of architectural treatments, fencing and landscaping.
 - h) A public walkway shall be provided from the public sidewalk to the main entrance (s) to any multi-unit residential building. The walkway shall be hard surfaced and a minimum of 1.5 m wide. Where more than one multiple unit dwellings is located on a site, the walkway shall connect the buildings.

Schedule J

Bedford West
Trunk Sanitary Servicing





Conceptual Master Plan

Cresco Lands

July 2011



Note:
 - The 3.6 acre Multiple Site is only schematic, detailed site design must be completed respecting all environmental and NSTIR setbacks.

Schedule L



CRESCO
LIVE AND DEVELOP

Density Plan

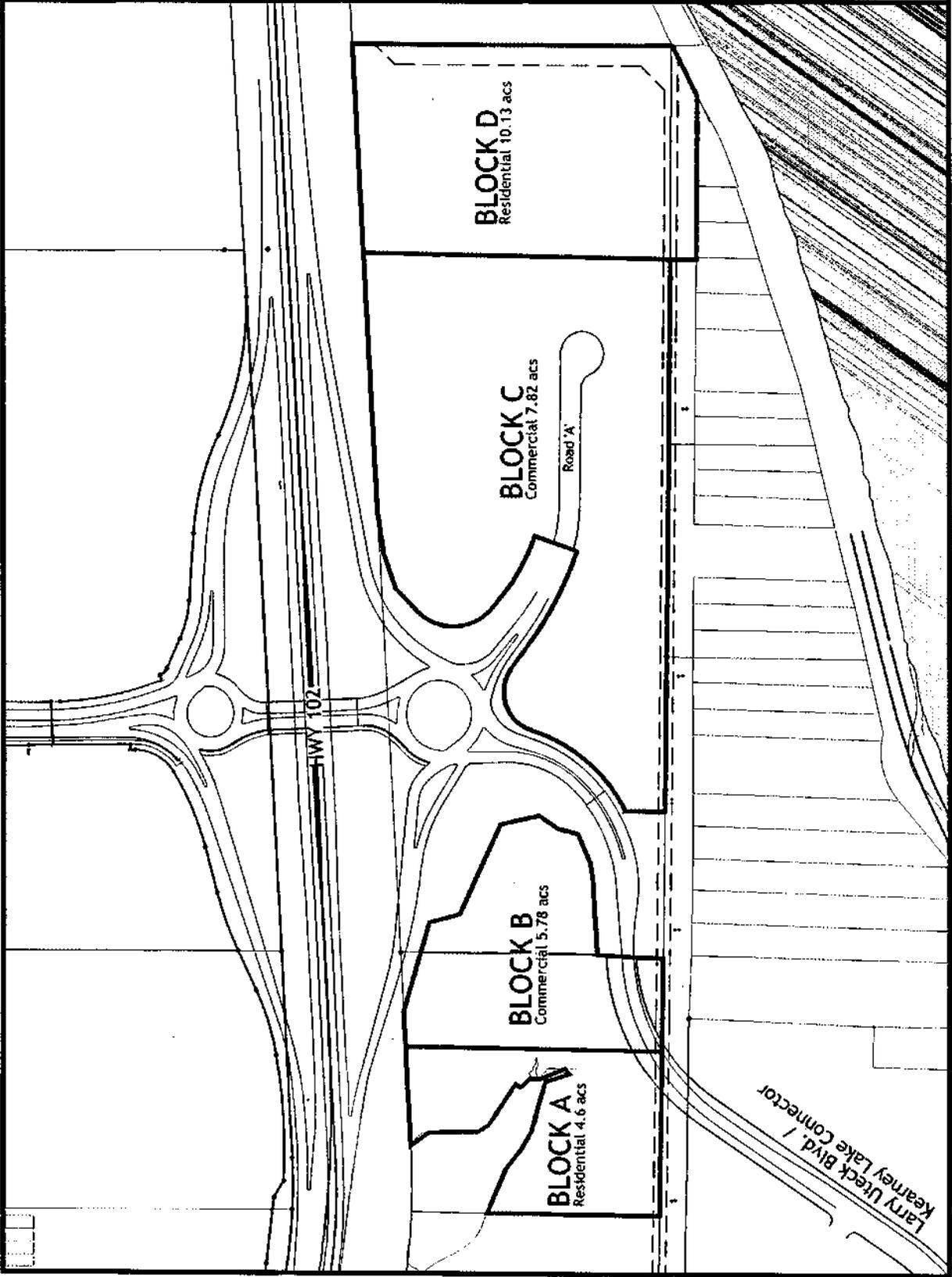
Sub-Area 9



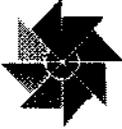
Maximum Density

- Commercial 23.6 x 50 = 1180p
- Residential 14.8 x 20 = 296p
- Total Population = 1476p

July 2011



Schedule M



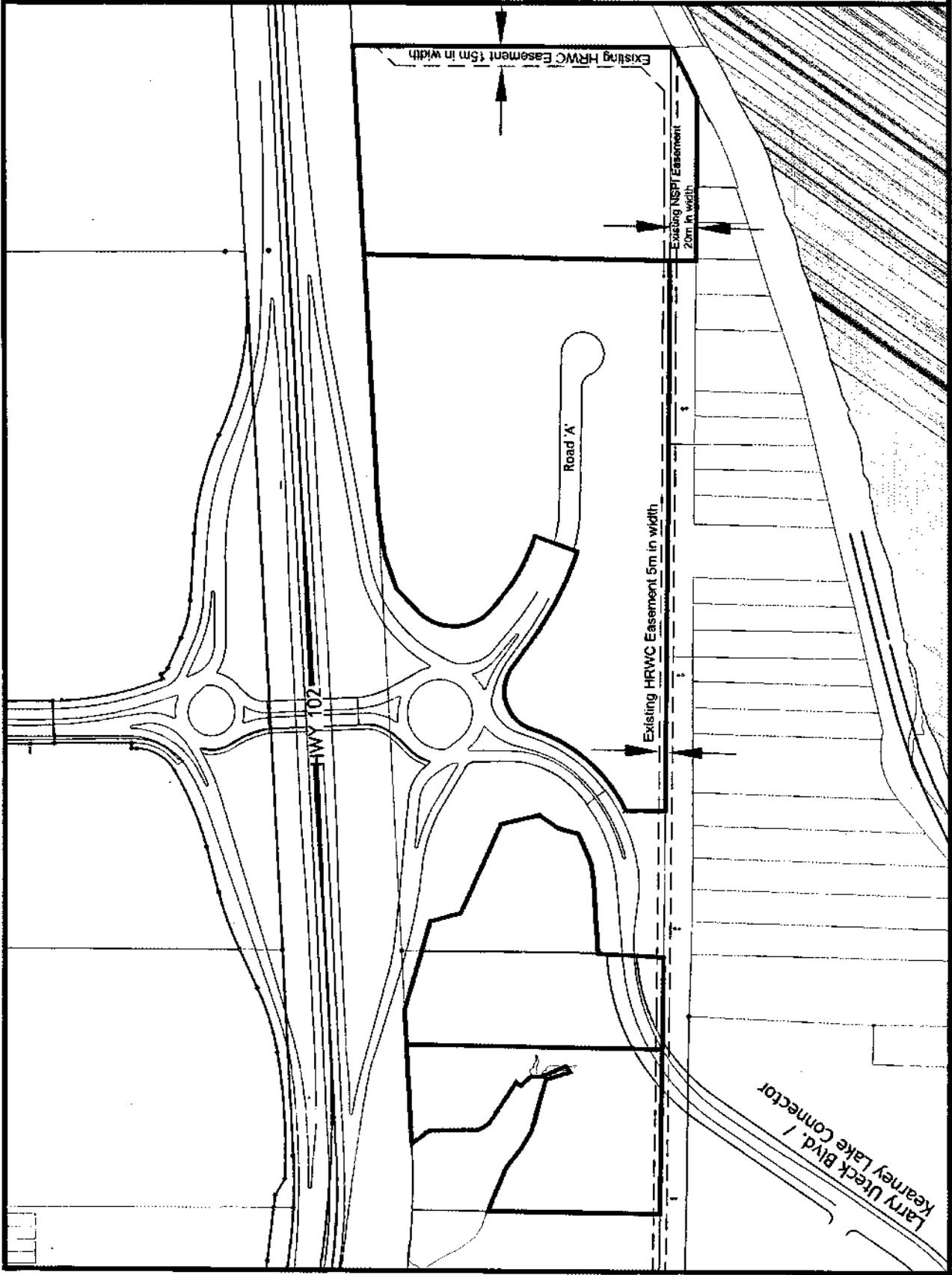
CRESCO
THE ART OF BUILDING

Easement Plan

Sub-Area 9



July 2011

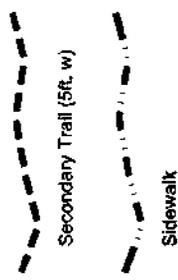


Schedule N

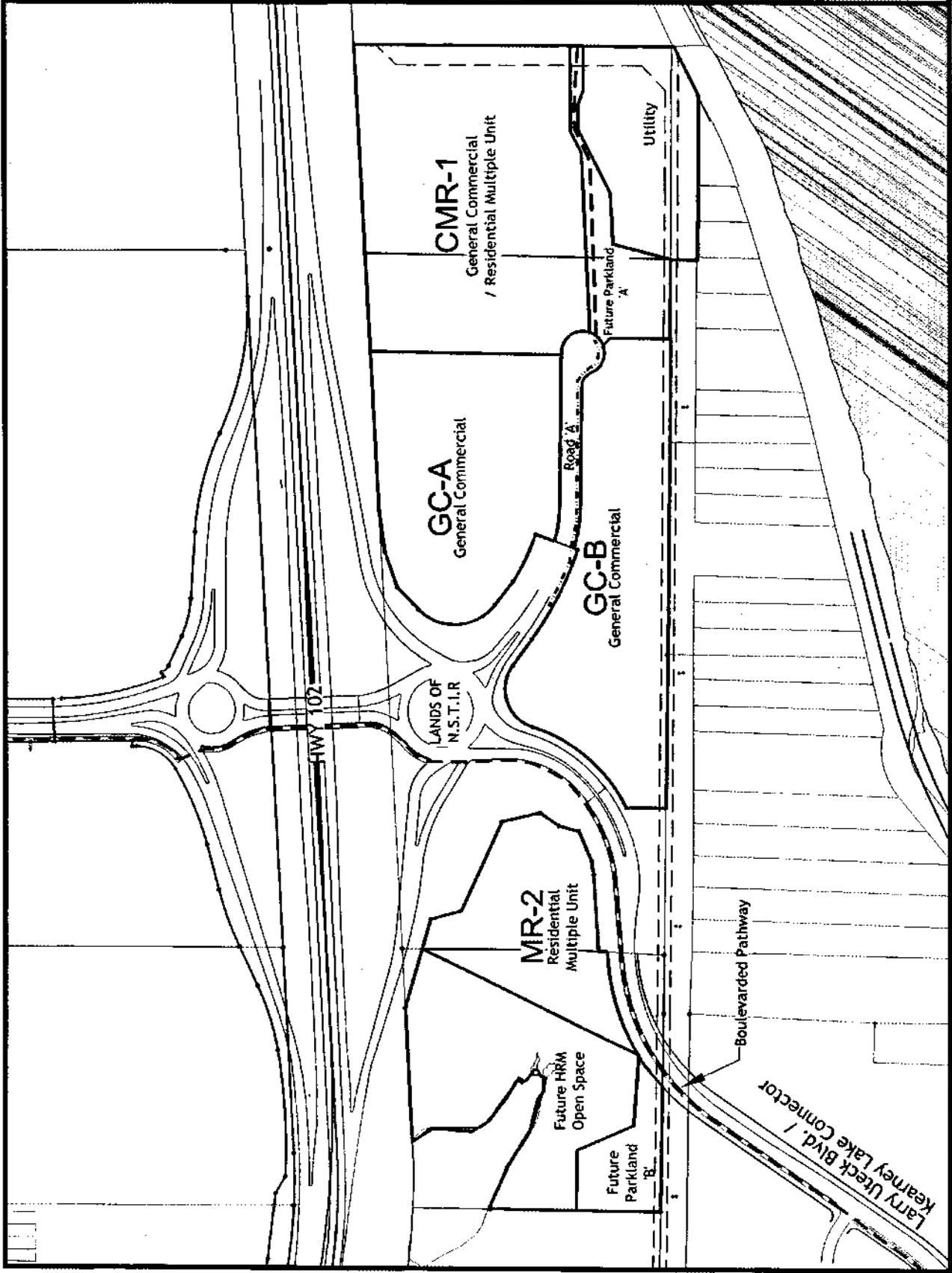


CRESCO
THE ART OF BUILDING

**Trail &
Transportation Plan**
Sub-Area 9



July 2011



Schedule 0



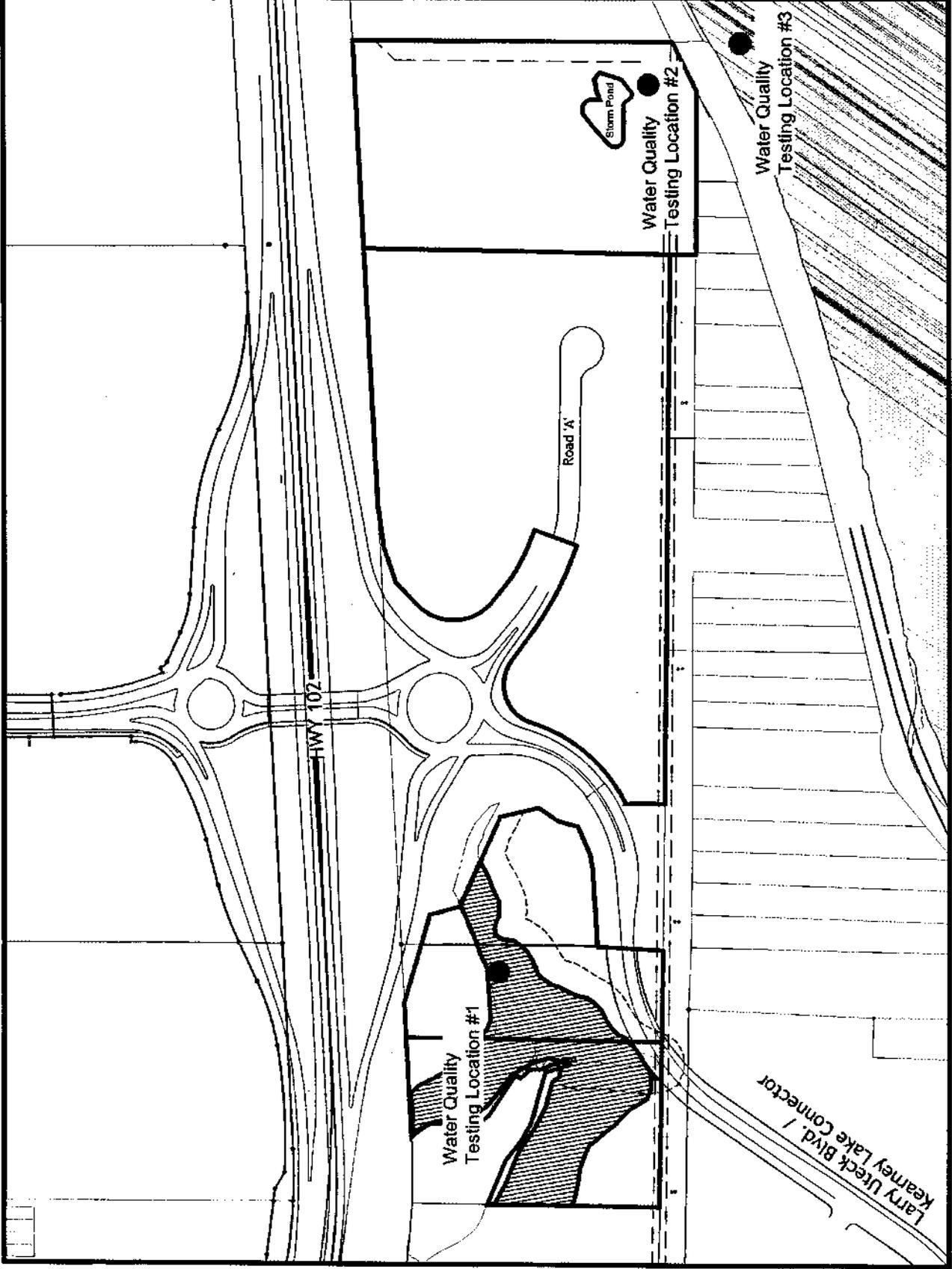
CRESCO
THE ART OF BUILDING

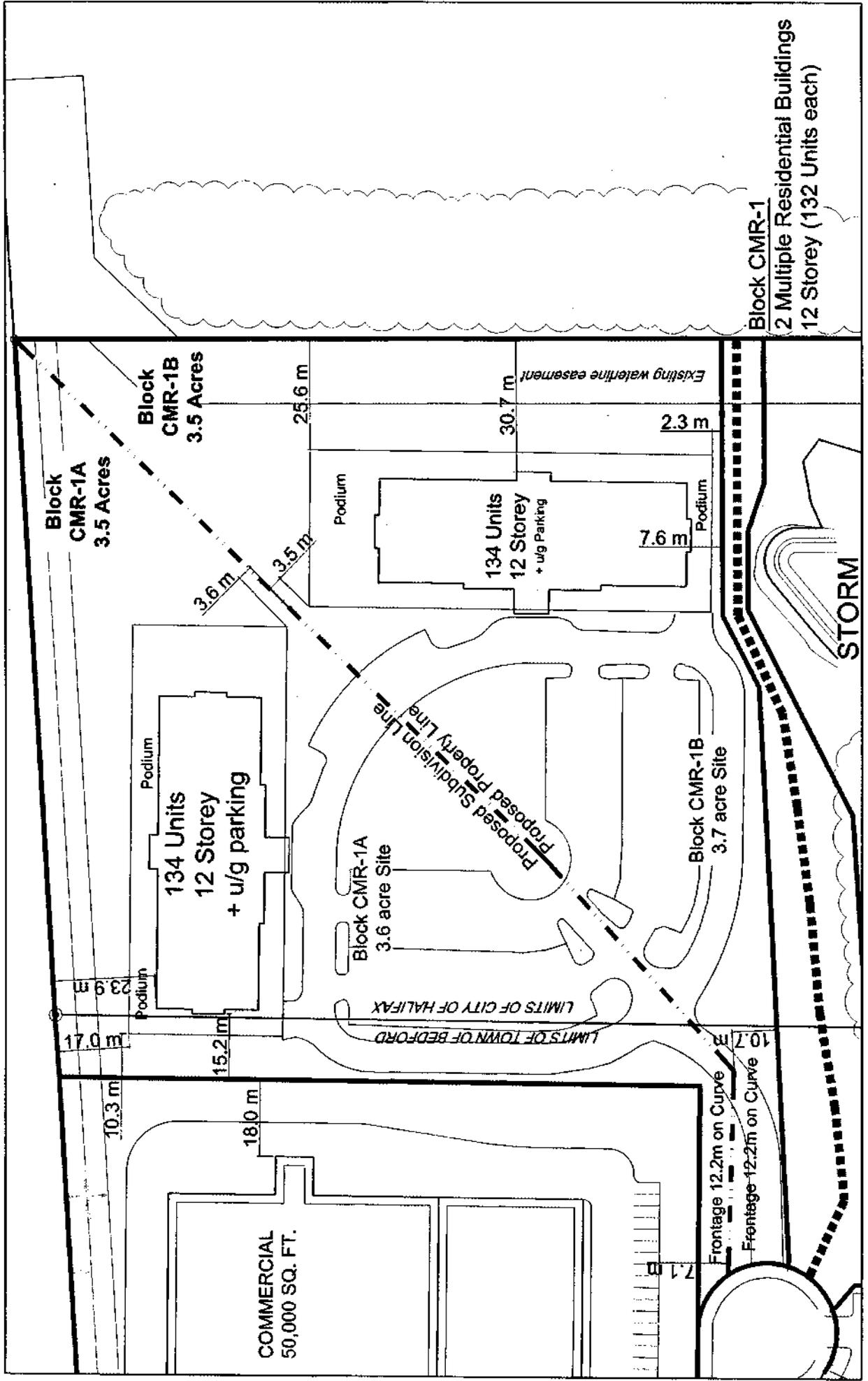
Water Quality
Monitoring Plan
Sub-Area 9



● Water Quality
Testing Location

July 2011





Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

Registration district: Halifax
 Submitter's user number: 1587
 Submitter's name: Allen A. Campbell

In the matter of Parcel Identification Number (PID)

PID	360339
PID	41400417
PID	41400383
PID	41308610
PID	360511
PID	41400391

(Expand box for additional PIDs, maximum 9 PIDs per form)

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE
 I certify that this document was registered or recorded
 as shown here.

Kim MacKay, Registrar

108457111 - LRD ROD
 Document #
 JAN 29 2016 8:43
 MM DD YYYY Time LO

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- Form 24(s)
- Form 8A(s)

Additional information (check appropriate boxes, if applicable):

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.
- This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

May 4, 2009

Power of attorney (Note: completion of this section is mandatory)

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
- recorded in the attorney roll
 - recorded in the parcel register
 - incorporated in the document

OR

- No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The registered interests and related information are to be changed as follows:

Instrument type	Amendment (Not Condominium)
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	Halifax Regional Municipality – Party to Agreement
Mailing address of interest holder to be added (if applicable)	PO Box 1749 Halifax, NS B3J 3A5
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	No
Reference to related instrument in parcel register (if applicable)	Document No. 100634063; Year: 2012
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) <i>Instrument code: 443</i>	

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

May 4, 2009

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

The following benefits are to be added and/or removed in the parcel register(s):
(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Servient tenement parcel(s) <i>(list all affected PIDs):</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

May 4, 2009

The following burdens are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	
Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	

May 4, 2009

The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia, on the 14 day of January, 2016.

[Redacted Signature]

Signature of authorized lawyer

Name: Allen A. Campbell

Address: BOYNECLARKE LLP
P.O. Box 876 Dartmouth Main
Halifax Regional Municipality
NS B2Y 3Z5

Phone: [Redacted]

E-mail: [Redacted]

Fax: [Redacted]

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

THIS AMENDING AGREEMENT made this 27th day of January, 2016.

BETWEEN:

Approved as to Form
and Authority

Solicitor

CRESKO HOLDINGS LIMITED,
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Larry Uteck Boulevard, Bedford and Halifax and which said lands are more particularly described in Schedule A and illustrated in Schedule A-1 hereto (hereinafter called the "Lands");

WHEREAS Cresko Holdings Limited and Halifax Regional Municipality previously entered into an agreement to allow for development of a residential mixed use subdivision at Sub Area 9 Bedford West, Kearney Lake Road, Bedford, the said Agreement being recorded at the Registry of Deeds at Halifax as Document 100634063 (hereinafter called the "Existing Agreement") (referenced as Municipal Case Number 16666);

AND WHEREAS the Developer requested to amend the Existing Agreement to permit the transfer of 118 dwelling units from Bedford West Sub Area 9 to Cresko's Wentworth Lands s by entering into this amending agreement (hereinafter called the First Amending Agreement) (referenced as Municipal Case Number 18514); and

AND WHEREAS the North West Community Council and Halifax and West Community Council of Halifax Regional Municipality, at its meeting on January 28, 2015, approved this request;

AND WHEREAS the North West Community Council and Halifax and West Community Council of Halifax Regional Municipality, at its meetings on November 16, 2015 and November 18, 2015 respectively, approved this corrected amending development agreement and extended timeframe for signature of this corrected amending development agreement;

WITNESSETH THAT in consideration to the granting by the Municipality of this Amending Agreement requested by the Developer, the Developer agrees as follows:

1. The Existing Agreement shall be amended by adding the following text after Section 2.2(f):

"(g) "Private Open Space" means any land which is in private ownership and that remains undeveloped and has no buildings or other built structures upon it."
2. The Existing Agreement shall be amended by deleting the text "318" in Section 3.3.2 and replacing it with the text "200".
3. The Existing Agreement shall be amended by adding the text "Building lots shown on

the schedules are conceptual in nature, the exact quantity and location of lots are not defined by this agreement and are subject to the lot provisions in Section 3.4." to Section 3.3.4 after the text "of this agreement."

4. The Existing Agreement shall be amended by deleting the text "and Q" from Sections 3.4.1(a).
5. The Existing Agreement shall be amended by deleting the text "except the podium identified on Schedule Q shall be setback and configured in a manner, which in the opinion of the Development Officer, precludes a disturbance of the riparian buffer during construction" in Section 3.4.1a).
6. The Existing Agreement shall be amended by deleting both occurrences of the text "and Q" in Section 3.4.1a)iv.).
7. The Existing Agreement shall be amended by deleting the text "and Q" in Section 3.4.1a)v.).
8. The Existing Agreement shall be amended by deleting the text "or Q" in Section 3.4.1b).
9. The Existing Agreement shall be amended by adding Section 3.4.2A as follows after Section 3.4.2:

"3.4.2A Notwithstanding Schedule B and K, N and P, nothing in this agreement shall prevent the establishment of mixed use, residential and commercial, developments on Block CMR-1. For mixed use developments no subdivision approval or municipal development permit shall be granted for any mixed use development except in accordance with the following provisions:

- (a) Minimum lot frontage: 30.48 metres (100 feet)
- (b) Minimum lot area: 929 square metres (10,000 square feet).
- (c) Minimum front yard: 4.57metres (15 feet) or one half the height of the building, whichever is greater.
- (d) Minimum side yard: 4.57metres (15 feet) or one half the height of the building, whichever is greater.
- (e) Minimum rear yard: 4.57 metres (15 feet) or one half the height of the building, whichever is greater.
- (f) Minimum flankage yard: 4.57metres (15 feet); 7.6 metres (25 feet) vision triangle for corner lots)
- (g) Maximum lot coverage: 50%
- (h) Building height 12 storeys facing Road A
- (i) Commercial development within mixed use buildings shall not be located above the second storey.
- (j) for residential land uses, underground parking shall be provided to satisfy a minimum of fifty percent (50)% of the parking requirements of the Land Use By-Law.
- (k) the residential portion of the building conforms with the architectural design criteria for apartment buildings under

- Schedule I; and
- (l) the commercial portion of the development conforms with the General Commercial Guidelines and Requirements and General Commercial Uses under Schedules G and H.”

10. The Existing Agreement shall be amended by adding the following text after Section 3.6.5:
- “3.6.6 Notwithstanding Section 3.6.1, lands identified as Lot MR-2 on Schedule B shall be used as public open space, public parkland, or private open space. It shall be at the discretion of the Municipality whether the MR-2 lands are accepted as public parkland or public open space. Should the lands not be accepted by the Municipality, the developer shall use the lands as private open space.”
11. The Existing Agreement shall be amended by deleting Section 3.10.8 and replacing it with the following :
- “3.10.8 Access to Kearney Lake Connector (Larry Uteck Boulevard) shall be limited to road intersections. Driveway access to lands designated parkland shall be permitted from the Kearney Lake Connector subject to the review of Development Engineering and the Nova Scotia Department of Transportation and Infrastructure Renewal”
12. The Existing Agreement shall be amended by deleting Section 4.2.4.
13. The Existing Agreement shall be amended by deleting Section 4.4.4 and replacing it with the following text:
- “4.4.4 Prior to the First Amending Agreement, the maximum population permitted by this agreement was 1476 persons. 265.5 persons (118 multiple unit dwelling units) of the maximum population has been transferred from this agreement to the Bedford South side of the Larry Uteck Boulevard interchange. The Developer shall not be eligible for the transferred units under this agreement. The remaining population permitted by this agreement is 1210.5. Density may be transferred from lot to lot as required within the bounds of this agreement.
- 4.4.4A Prior to permits being issued for Block WS1 Building B (in the Wentworth SPS), infrastructure charges shall be paid for the following sites:
1. MR-2 Parkland;
 2. Future HRM Open Space; and
 3. Future Parkland ‘B’
- Further for the purposes of calculating infrastructure charges, the 118 units being relocated to the Wentworth SPS shall be assigned to site MR-2.”
14. The Existing Agreement shall be amended by deleting Schedule B and replacing it with a new Schedule B, attached as Schedule E-1.
15. The Existing Agreement shall be amended by deleting Schedule K and replacing it with a new Schedule K, attached as Schedule E-2.
16. The Existing Agreement shall be amended by deleting Schedule N and replacing it with a new Schedule N, attached as Schedule E-3.

17. The Existing Agreement shall be amended by deleting Schedule P and replacing it with a new Schedule P, attached as Schedule E-4.
18. The Existing Agreement shall be amended by deleting Schedule Q.

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

SIGNED, SEALED AND DELIVERED in the presence of:

Witness

Farhang Fotovat

CRESO HOLDINGS LIMITED

Per: _____

Print name: *Taleb Abidali*

Position: *President*



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

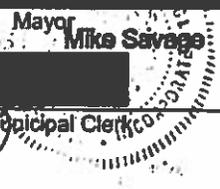
Witness

Witness

===== HALIFAX REGIONAL MUNICIPALITY

Mayor

Municipal Clerk



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 12 day of January, A.D., 2016, before me, the subscriber personally came and appeared Fyhnag febrai a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that **CRESO HOLDINGS LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

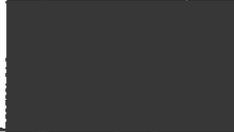


A Commissioner of the Supreme Court
of Nova Scotia

ALLEN A. CAMPBELL
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 27th day of January, A.D., 2016, before me, the subscriber personally came and appeared Ken Dennis & Jean Greene the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and ~~Gethy Mellett~~, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.



A Commissioner of the Supreme Court
of Nova Scotia

LIAM MACSWEEN
A Commissioner of the
Supreme Court of Nova Scotia

**Schedule A
PID 00360339**

ALL that parcel of land situate on the southeasterly side of Highway No. 102 (Bi-Centennial Drive) at Bedford, County of Halifax, Province of Nova Scotia, being designated as Lot RB on a Plan of Survey of Lot RB, Lands of Robert Blackie; said plan prepared by Terrian Group Inc., dated February 12, 2004, and signed by J. Jeff Fee, N.S.L.S.; said Lot RB having an area of 8.22 acres, more or less. The said Lot RB being more particularly described in a plan filed at the Halifax Registry of Deeds as plan or document number 81013600.

SUBJECT to an existing easement in favour of Halifax Regional Water Commission recorded at the Registry of Deeds in Halifax in Book 6604 at Page 529, said easement being more particularly shown as Parcel E-19 on the aforementioned plan.

Saving and Excepting therefrom Parcel BD-3C, as shown on a registered Plan No. 94256923 and registered at the Land Registration Office for the County of Halifax on September 14, 2009.

Saving and Excepting Parcel LUB-13 as shown on registered Plan No. 103084720 recorded at the Land Registration Office for County of Halifax .

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
Registration District: HALIFAX COUNTY
Registration Year: 2013
Plan or Document Number: 103084720

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan

**Schedule A
PID 41308610**

Civic Address: Larry Uteck Blvd., Bedford, Nova Scotia

Municipality/County: Halifax Regional Municipality/Halifax County

Designation of Parcel on Plan: Lot 2R-2

Title of Plan: Plan of Survey of Parcel BD-3 Portion of Lands to be Acquired from Cresco Holdings Limited (Proposed Larry Uteck Interchange)

Registration County: Halifax County

Registration No. of Plan: 94256923

Registration Date of Plan: 2009-09-14

Compliance with MGA: The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because it is a result of an acquisition of land for municipal purposes.

**Schedule A
PID 41400417**

Registration County: HALIFAX COUNTY

Street/Place Name: HOGAN COURT /KEARNEY LAKE

Title of Plan: PLAN OF SURVEY OF PARCELS 1, 2, A, UP-1, HC-1 & P-01 (PARK), WEST BEDFORD
PHASE 9-1, SUBDIVISION AND CONSOLIDATION OF LANDS CONVEYED TO CRESCO HOLDINGS
LIMITED, TIMOTHY MICHAEL FILLIS & FARIAN BORDEN FILLIS

Designation of Parcel on Plan: BLOCK 2-R2

Registration Number of Plan: 108039471

Registration Date of Plan: 2015-11-03 11:39:40

***** Municipal Government Act, Part IX Compliance *****

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2015

Plan or Document Number: 108039471

Schedule A
PID 00360511

ALL THAT parcel of land situate on the southwesterly side of Highway No. 102 (Bi-Centennial Drive) at Halifax, County of Halifax, Province of Nova Scotia, being designated as Lot 2 on a Plan of Survey of Lot 2 Lands of Donald S. Hogan as General Partner for Hogan Investments Limited Partnership; said plan prepared by Wallace Macdonald & Lively, Ltd., dated September 10, 1999, and signed by Harold S. Lively, N.S.L.S.; said Lot 2 having an area of 28.461 acres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 6110 to Nova Scotia Coordinate Monument 6111 has a grid bearing of North 39 degrees 07 minutes 27 seconds West, referred to Meridian 64 degrees 30 minutes West, and relating all bearings herein thereto.

COMMENCING at a survey marker found on the southwesterly limit of Highway No. 102 (Bi-Centennial Drive) at the most northerly corner of Lot C-1, Now or Formerly Lands of 3008467 Nova Scotia Limited as shown on said plan;

THENCE North 37 degrees 10 minutes 19 seconds West along Highway No. 102 (Bi-Centennial Drive), a distance of 1733.98 feet to a survey marker placed at an easterly corner of Lands Now or Formerly of Robert A. Blackie;

THENCE South 56 degrees 02 minutes 21 seconds West along said Blackie lands, a distance of 438.17 feet to a survey marker placed at an angle therein;

THENCE South 58 degrees 42 minutes 00 seconds West continuing along said Blackie lands, a distance of 224.57 feet to a survey marker placed on the northeasterly limit of Lands of Nova Scotia Power Incorporated;

THENCE South 33 degrees 30 minutes 06 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 1341.55 feet to a survey marker placed at an angle therein;

THENCE South 33 degrees 51 minutes 00 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 219.33 feet to a survey marker placed at an angle therein;

THENCE South 33 degrees 14 minutes 46 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 169.78 feet to a survey marker placed on the northwesterly limit of Lot C-1, Now or Formerly Lands of 3008467 Nova Scotia Limited;

THENCE North 56 degrees 51 minutes 38 seconds East along said Lot C-1, a distance of 773.00 feet to the point of commencement.

TOGETHER WITH an easement for access and servicing purposes over, along, and upon Lot C-1, being designated as Parcel AE-1, having an area of 30,935 square feet, and Parcel AE-2, having an area of 36,655 square feet, and being more particularly shown on a Plan of Survey of Lot C-1, Block 4, and Block 4A, Lands of Hogan Properties Limited, prepared by Wallace Macdonald & Lively, Ltd., dated January 27, 1999, signed by Harold S. Lively, N.S.L.S., and recorded at the Office of the Registry of Deeds at Halifax as Plan 33148, Drawer 363.

SUBJECT to an easement in favour of the Halifax Regional Water Commission referred to as Parcel E-20 and more particularly described as follows:

ALL THAT parcel of land situate to the northeast of Kearney Lake Road, at Halifax, in the County of Halifax, Province of Nova Scotia; being designated as Parcel E-20 on a set of plans being Drawing 1 and Drawing 2 of a Plan of Survey of Parcels E-17 to E-23 incl., being Easements Required by Halifax Regional Water Commission; said plan prepared by Wallace Macdonald & Lively, Ltd., dated June 1,

2000, and signed by J. Jeff Fee, NSLS; said Parcel E- 20 having an area of 2636.9 square metres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 6110 to Nova Scotia Coordinate Monument 6111 has a grid bearing of North 39 degrees 07 minutes 27 seconds West, referred to Meridian 64 degrees 30 minutes West, and relating all bearings herein thereto.

COMMENCING at a survey marker placed on the northeasterly limit of Lands of Nova Scotia Power Incorporated, at the most southerly corner of Lot 2 Lands of 3032248 Nova Scotia Limited as shown on said plan;

THENCE North 56 degrees 50 minutes 52 seconds East along said Lot 2, a distance of 5,000 metres to a point;

THENCE North 33 degrees 15 minutes 32 seconds West, a distance of 51.813 metres to a survey marker;

THENCE North 33 degrees 51 minutes 46 seconds West, a distance of 66.975 metres to a survey marker;

THENCE North 33 degrees 30 minutes 52 seconds West, a distance of 408.555 metres to a survey marker placed on the southeasterly limit of Lands of Robert A. Blackie;

THENCE South 58 degrees 41 minutes 14 seconds West along said Blackie lands, a distance of 5.002 metres to a point on the northeasterly limit of Nova Scotia Power Incorporated;

THENCE South 33 degrees 30 minutes 52 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 408.904 metres to a point;

THENCE South 33 degrees 51 minutes 46 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 66.852 metres to a point;

THENCE South 33 degrees 15 minutes 32 seconds East along Lands of Nova Scotia Power Incorporated, a distance of 51.748 metres to the point of commencement.

AND ALSO:

ALL THAT PARCEL of land situate on the northeasterly side of Kearney Lake Road and southwesterly side of Highway No. 102 (Bi-Centennial Drive), at Halifax, in the County of Halifax, Province of Nova Scotia; being designated as Lot C-1 on a Plan of Survey of Lot C-1, Block 4 and Block 4A Lands of Hogan Properties Limited; said plan prepared by Wallace Macdonald & Lively, Ltd., dated January 27, 1999, and signed by Harold S. Lively, N.S.LS.; said Lot C-1 having an area of 10.130 acres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 6110 to Nova Scotia Coordinate Monument 6111 has a grid bearing of North 39 degrees 07 minutes 27 seconds West, referred to Meridian 64 degrees 30 minutes West, and relating all bearings herein thereto;

COMMENCING AT a survey marker placed on the southwesterly limit of Highway No. 102 (Bi-Centennial Drive), at the most northerly corner of Lot A-1 Now or Formerly Lands of M.F. Schuman Company, Limited as shown on said plan;

THENCE South 56 degrees 04 minutes 00 seconds West along Lot A-1, a distance of 807.61 feet to a survey marker placed on the northeasterly limit of Kearney Lake Road;

THENCE North 61 degrees 02 minutes 00 seconds West along Kearney Lake Road, a distance of 136.40 feet to a survey marker placed at the most southerly corner of Lot 1-B;

THENCE North 33 degrees 50 minutes 18 seconds West along Lot 1-B, a distance of 222.70 feet to a survey marker found at the most easterly corner of Lot 1-A;

THENCE North 33 degrees 34 minutes 13 seconds West along Lot 1-A and Lot 1, a distance of all of 176.19 feet to a survey marker found at the most easterly corner of Lot 2;

THENCE North 33 degrees 15 minutes 32 seconds West along Lot 2, a distance of 6.19 feet to a survey marker found at a corner of Lands of Nova Scotia Power Incorporated;

THENCE North 56 degrees 50 minutes 52 seconds East along Lands of Nova Scotia Power Incorporated and Lot 2 Now or Formerly Lands of Donald S. Hogan as general partner for Hogan Investments Limited Partnership, a distance of 839.00 feet to a survey marker placed on the southwesterly limit of highway No. 102 (Bi-Centennial Drive);

THENCE South 37 degrees 11 minutes 05 seconds East along Highway No. 102 (Bi-Centennial Drive), a distance of 515.29 feet to the point of commencement.

SUBJECT TO an easement in favour of Nova Scotia Power Incorporated over, along, and upon that portion of Lot C-1 being designated as Parcel AE-1 having an area of 30,935 square feet, more or less, and being more particularly shown on the aforementioned plan dated January 27, 1999.

ALSO SUBJECT TO an access of service easement in favour of the grantor, his heirs, assigns and appointees and Lot 2 situate adjacent to and to the northwest of Lot C -1 over, along, and upon that portion of C-1 being designated as Parcel AE-1 having an area of 30,935 square feet, more or less; and over, along, and upon that portion of Lot C-1 being designated as Parcel AE-2 having an area of 36,655 square feet, more or less, all of which being more particularly shown on the aforementioned plan dated January 27, 1999; said easement over Parcel A-1 being subject to the rights of Nova Scotia Power Incorporated.

ALSO SUBJECT TO an easement in favour of the Halifax Regional Water Commission referred to as Parcel E-22 and more particularly described as follows:

ALL THAT parcel of land situate to the northeasterly of Kearney Lake Road, at Halifax, in the County of Halifax, Province of Nova Scotia; being designated as Parcel E-22 on a set of plans being Drawing 1 and Drawing 2 of a Plan of Survey of Parcels E-17 to E-23 incl., being Easements Required by Halifax Regional Water Commission; said plan prepared by Wallace Macdonald & Lively, Ltd., dated June 1, 2000, and signed by J. Jeff Fee, NSLS; said Parcel E- 22 having an area of 4973.9 square metres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 6110 to Nova Scotia Coordinate Monument 6111 has a grid bearing of North 39 degrees 07 minutes 27 seconds West, referred to Meridian 64 degrees 30 minutes West, and relating all bearings herein thereto.

COMMENCING at a survey marker placed at the most southerly corner of Lot 2 Lands of 3032248 Nova Scotia Limited as shown on said plan;

THENCE North 56 degrees 50 minutes 52 seconds East along said Lot 2, a distance of 5,000 metres to a point;

THENCE South 33 degrees 15 minutes 32 seconds East, a distance of 1.772 metres to a survey marker;

THENCE South 33 degrees 34 minutes 13 seconds East, a distance of 53.576 metres to a survey marker;

THENCE South 33 degrees 50 minutes 18 seconds East, a distance of 71.809 metres to a survey marker;

THENCE South 78 degrees 53 minutes 09 seconds East a distance of 25.407 metres to a survey marker;

THENCE North 56 degrees 04 minutes 00 seconds East a distance of 189.066 metres to a survey marker;

THENCE South 80 degrees 33 minutes 32 seconds East, a distance of 21.842 metres to a survey marker placed on the northwesterly limited of Lot A-1 Lands of M. F. Schurman Company Limited;

THENCE South 56 degrees 04 minutes 00 seconds West along said Lot A-1, a distance of 229.064 metres to a survey marker found on the northeasterly limited of Kearney Lake Road;

THENCE North 61 degrees 02 minutes 00 seconds West along Kearney Lake Road, a distance of 8.498 meters to a survey marker;

THENCE North 33 degrees 50 minutes 18 seconds West, a distance of 97.264 metres to a survey marker;

THENCE North 33 degrees 34 minutes 13 seconds West, a distance of 53.626 metres to a survey marker;

THENCE North 33 degrees 15 minutes 32 seconds West, a distance of 1.817 metres to a point on the southeasterly limited of Lands of Nova Scotia Power Incorporated;

THENCE North 56 degrees 50 minutes 52 seconds East along Lands Nova Scotia Power Incorporated, a distance of 5.000 metres to the point of commencement.

SAVING & EXCEPTING Parcels BD-3A, BD-3B, BD-3D and Lot 2R-2 as shown on Registry Plan No. 94256923 recorded in the Land Registration Office for the registration district of Halifax County.

SAVING & EXCEPTING Parcels P-01, UP-1, Parcels A, 1 & 2, HC-1 and Block 2-R2 as shown on Registry Plan No. 108039471 recorded in the Land Registration Office for the registration district of Halifax County.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2015

Plan or Document Number: 108039471

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan

**Schedule A
PID 41400383**

Registration County: HALIFAX COUNTY

Street/Place Name: HOGAN COURT /KEARNEY LAKE

Title of Plan: PLAN OF SURVEY OF PARCELS 1, 2, A, UP-1, HC-1 & P-01 (PARK), WEST BEDFORD
PHASE 9-1, SUBDIVISION AND CONSOLIDATION OF LANDS CONVEYED TO CRESCO HOLDINGS
LIMITED, TIMOTHY MICHAEL FILLIS & FARIAN BORDEN FILLIS

Designation of Parcel on Plan: PARCEL P-01

Registration Number of Plan: 108039471

Registration Date of Plan: 2015-11-03 11:39:40

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2015

Plan or Document Number: 108039471

**Schedule A
PID 41400391**

Registration County: HALIFAX COUNTY

Street/Place Name: KEARNEY LAKE ROAD /KEARNEY LAKE

Title of Plan: PLAN OF SURVEY OF PARCELS 1, 2, A, UP-1, HC-1 & P-01 (PARK), WEST BEDFORD
PHASE 9-1, SUBDIVISION AND CONSOLIDATION OF LANDS CONVEYED TO CRESCO HOLDINGS
LIMITED, TIMOTHY MICHAEL FILLIS & FARIAN BORDEN FILLIS

Designation of Parcel on Plan: PARCEL UP-1

Registration Number of Plan: 108039471

Registration Date of Plan: 2015-11-03 11:39:40

*** Municipal Government Act, Part IX Compliance ***

Compliance:

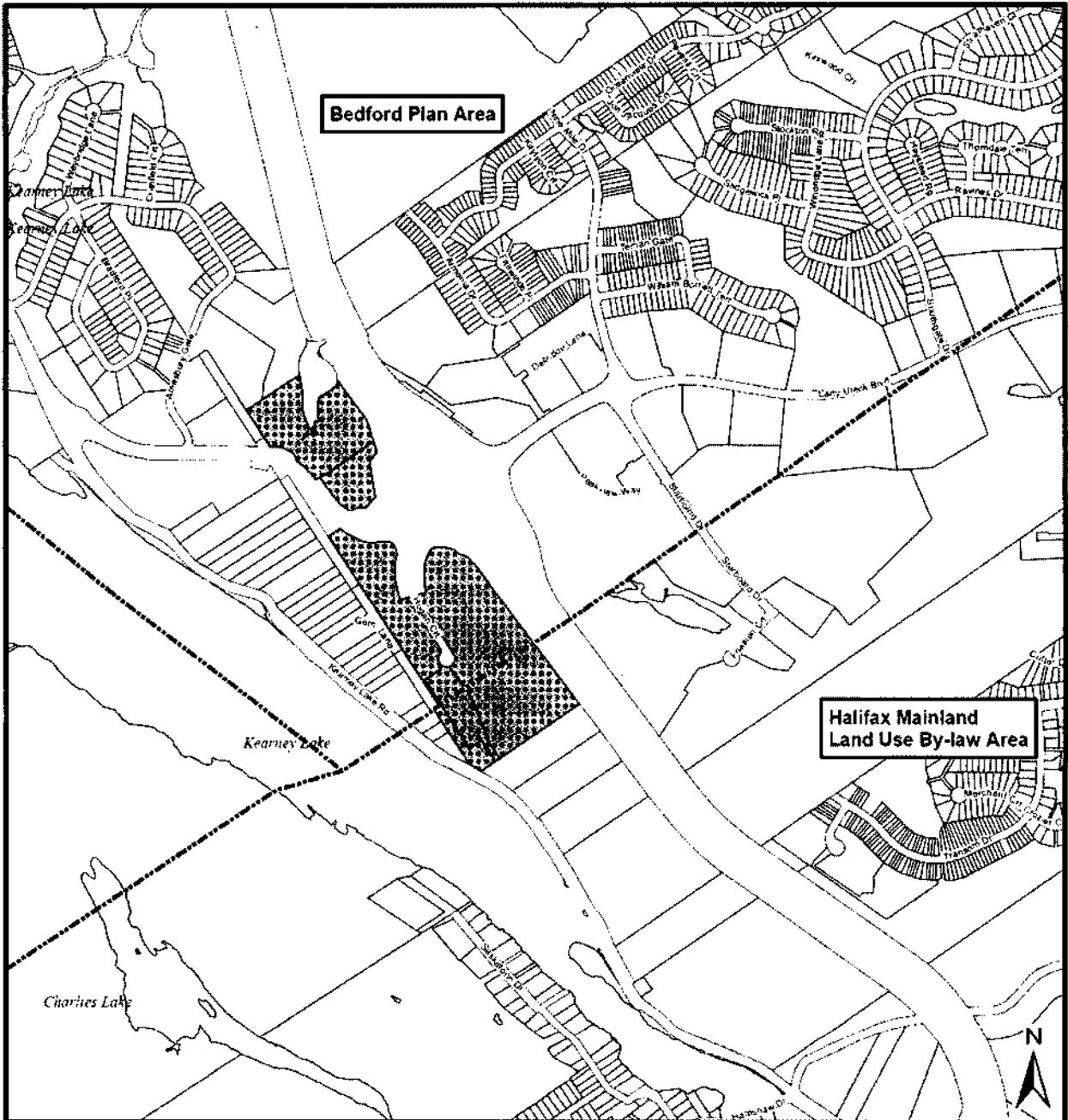
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or
registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2015

Plan or Document Number: 108039471

Schedule A-1



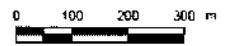
Schedule A-1 - Map of the Lands

Bedford West

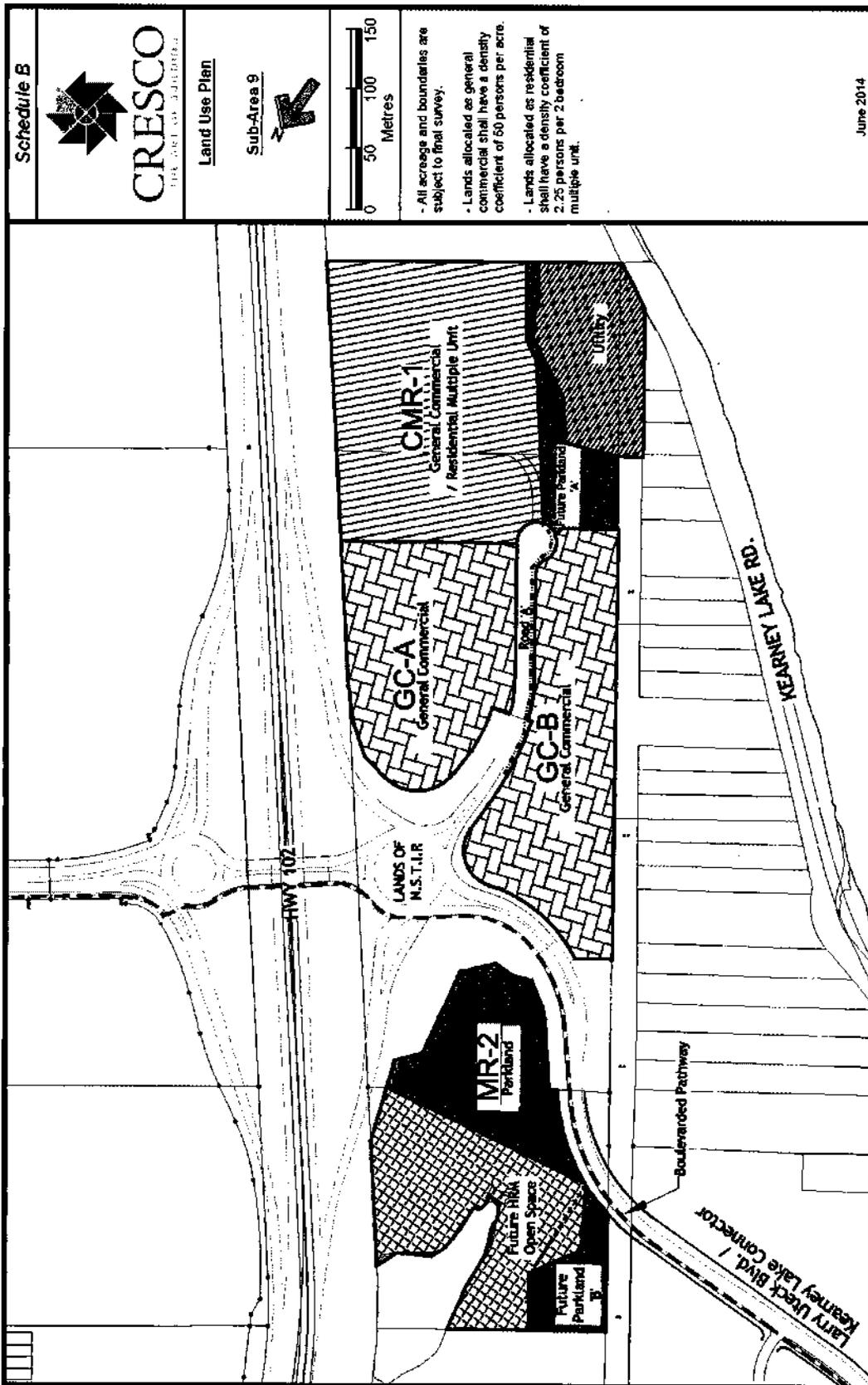
-  Subject Lands
-  Land use by-law area boundary

Bedford Plan Area
Halifax Mainland Land Use By-Law Area

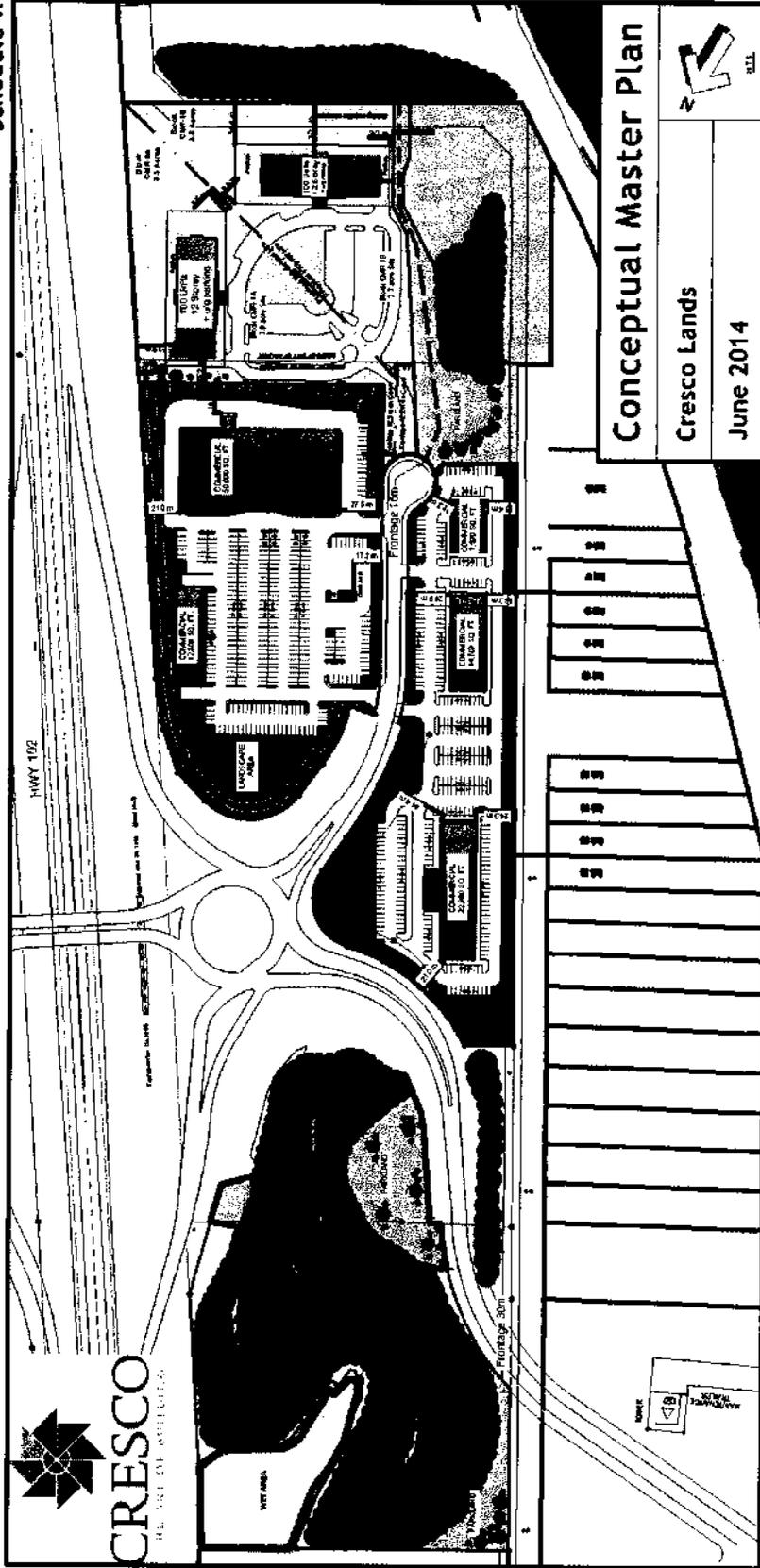
HALIFAX

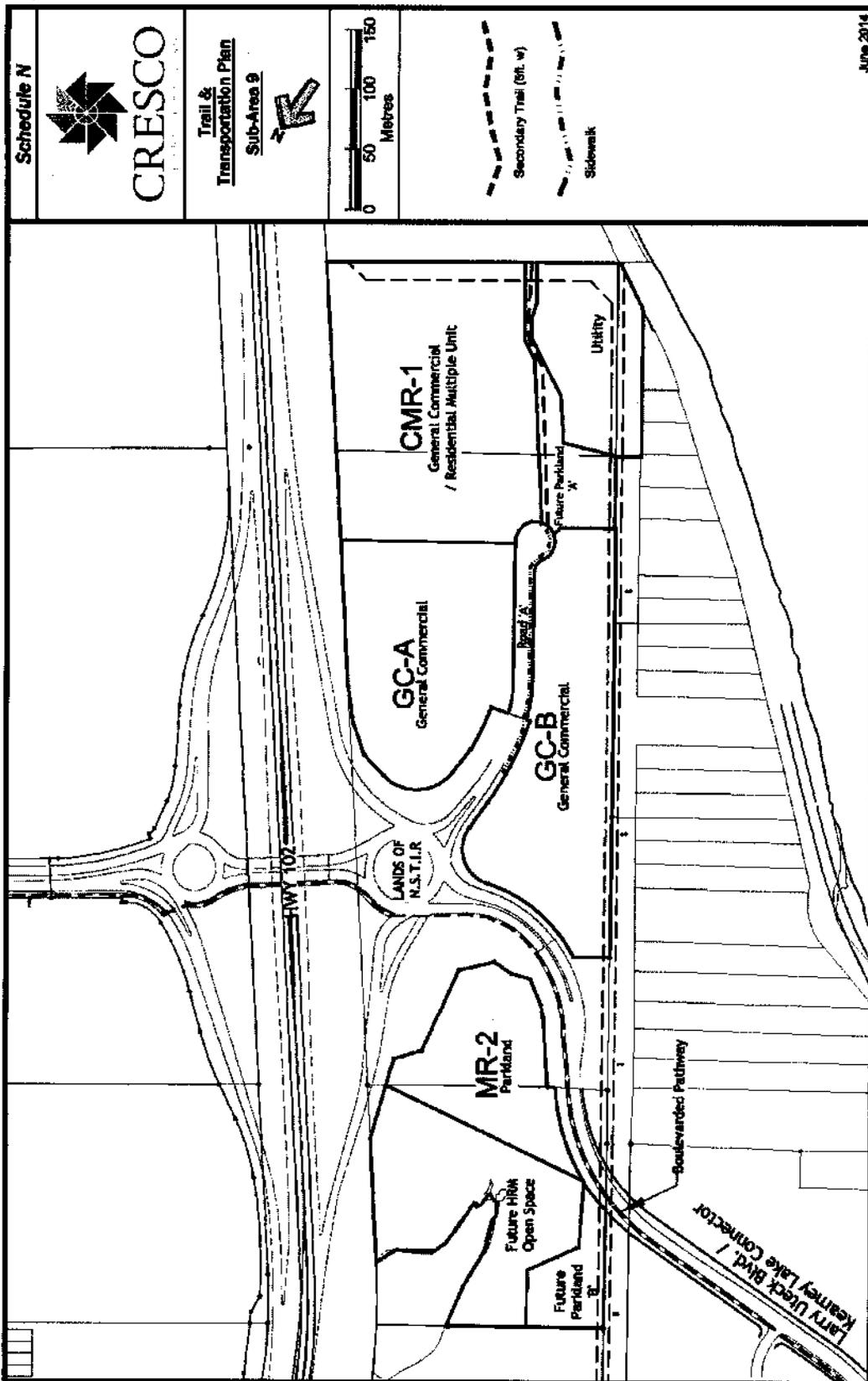


The accuracy of any representation on this plan is not guaranteed

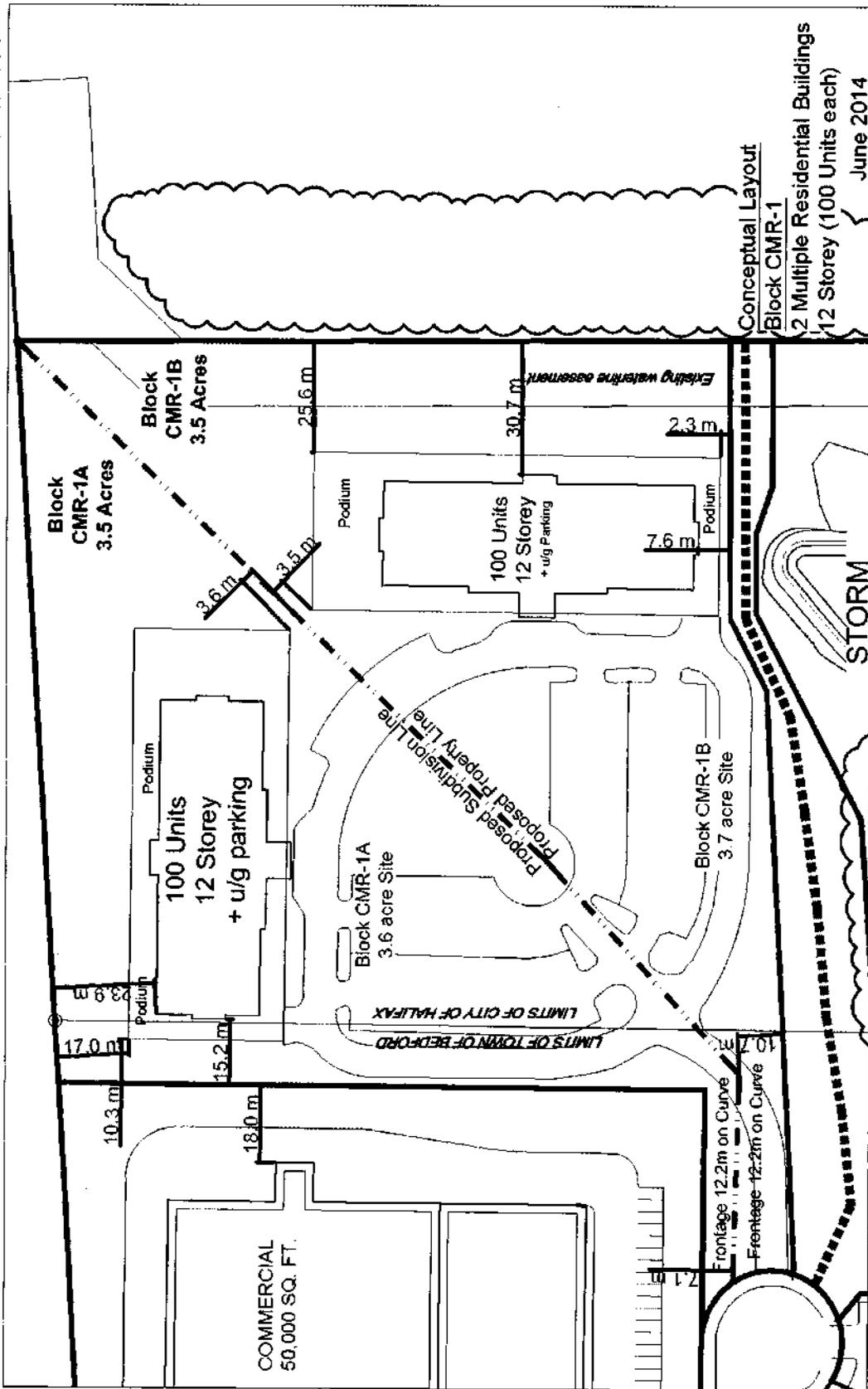


Schedule K





Schedule P



Conceptual Layout
Block CMR-1
2 Multiple Residential Buildings
12 Storey (100 Units each)
June 2014

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

Registration district: Halifax

Submitter's user number: 3820

Submitter's name: Thomas O. Boyne, Q.C.

In the matter of Parcel Identification Number (PID)

PID	00360511
PID	41308602
PID	41308594
PID	41400417

(Expand box for additional PIDs, maximum 9 PIDs per form)

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

- Form 24(s)
- Form 8A(s)

Additional information *(check appropriate boxes, if applicable):*

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.
- This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.*

Power of attorney *(Note: completion of this section is mandatory)*

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
 - recorded in the attorney roll
 - recorded in the parcel register
 - incorporated in the document

OR

PL# 139317/6928582

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE
 I certify that this document was registered or recorded as shown here.
 Kim MacKay, Registrar

111682812 LR ROD

Document #
NOV 03 2017 12:45

MM DD YYYY Time
Can

May 4, 2009

x No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The registered interests and related information are to be changed as follows:

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	
Mailing address of interest holder to be added (if applicable)	
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	
Reference to related instrument in parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) <i>Instrument code: 443</i>	

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

The following benefits are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs):	
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	

The following burdens are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Amendment
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality – Party to Agreement (Burden)
Mailing address of interest holder to be added (if applicable)	PO Box 1749 Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	Document 106974620 – April 22, 2015

May 4, 2009

Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	N/A
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The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	
Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	

The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

May 4, 2009

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia, on

the 10th day of October, 2017.



Signature of authorized lawyer

Name: Thomas O. Boyne, Q.C.

Address: BOYNECLARKE LLP
P.O. Box 876 Dartmouth Main
Halifax Regional Municipality
NS B2Y 3Z5

Phone: 

E-mail: 

Fax: 

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

THIS AMENDING DEVELOPMENT AGREEMENT made this 26 day of October, 2017

BETWEEN:

CRESCO HOLDINGS LIMITED

a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

Approved as to Form
and Authority


Solicitor

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Hogan Court and Highway 102 in Bedford and Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the North West Community Council and Chebucto Community Council of the Municipality approved an application (Case 16666), to enter into an agreement to allow for development of a mixed use subdivision at Sub Area 9 Bedford West, Bedford which said development agreement was registered at the Registry of Deeds in Halifax on May 8, 2012 as Document No.100634063 (hereinafter called the "Original Agreement") and applies to the Lands;

AND WHEREAS the North West Community Council and Chebucto Community Council of Halifax Regional Municipality granted approval of an application (Case 18514) by the Developer of the first part to enter into an amendment to the Original Agreement to permit the transfer of 118 dwelling units from Bedford West Sub Area 9 to Cresco's Wentworth Lands, which said agreement was registered at the Registry of Deeds in Halifax on January 29, 2016 as Document No. 108457111 (hereinafter called "the First Amending Agreement") and applies to the lands;

AND WHEREAS the Original Agreement and the First Amending Agreement together comprise the Existing Development Agreement (the "Existing Agreement");

AND WHEREAS the Developer has requested amendments to the Existing Agreement to allow for hotel/motel/guest house uses pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to the terms of this Agreement;

AND WHEREAS the North West Community Council and Halifax and West Community Council for the Municipality approved this request at a meeting held on September 11, 2017 and September 12, 2017, referenced as Municipal Case 20996;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree as follows:

1. Except where specifically varied by this Second Amending Agreement, all other terms, conditions and provisions of the Existing Agreement shall remain in effect.
2. The schedules of the Existing Agreement shall be amended by deleting Schedule H General Commercial Land Uses and replacing it with Schedule H1 General Commercial Land Uses (attached).
3. The Existing Agreement shall be amended by deleting all references to "Schedule H" and replacing each with a reference to Schedule H1.

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

SIGNED, SEALED AND DELIVERED in the presence of

Witness

THOMAS O. BOYNE
A Barrister of the Supreme
Court of Nova Scotia

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

Witness

Witness

CRESO HOLDINGS LIMITED

Per:

Print Name: HOSEIN MOUBAS

Print Position: SECRETARY

HALIFAX REGIONAL MUNICIPALITY

Mayor Mike Savage

Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 10th day of October, A.D., 2017, before me, the subscriber personally came and appeared THOMAS O. BOYNE a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that CRESO HOLDINGS LIMITED one of the parties thereto, signed, sealed and delivered the same in his/her presence.


A Commissioner of the Supreme Court
of Nova Scotia
MARGARET J. KELIHER
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 17th day of October, A.D., 2017, before me, the subscriber personally came and appeared Ken Benoit + Lelia Syms the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.


A Commissioner of the Supreme Court
of Nova Scotia

SHERRYLL MURPHY
A Commissioner of the Supreme
Court of Nova Scotia

Schedule A

PID 00360511

Registration County: HALIFAX COUNTY

Street/Place Name: HOGAN COURT /KEARNEY LAKE

Title of Plan: PLAN OF SURVEY OF PARCELS 1, 2, A, UP-1, HC-1 & P-01 (PARK), WEST BEDFORD PHASE 9-1, SUBDIVISION AND CONSOLIDATION OF LANDS CONVEYED TO CRESCO HOLDINGS LIMITED, TIMOTHY MICHAEL FILLIS & FARIAN BORDEN FILLIS

Designation of Parcel on Plan: **BLOCK C-R1**

Registration Number of Plan: 108039471

Registration Date of Plan: 2015-11-03 11:39:40

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2015

Plan or Document Number: 108039471

SUBJECT to an easement in favour of the Halifax Regional Water Commission by indenture recorded at the Halifax County Land Registration Office in Book 6690, Page 688, over a portion of Block C-R1 shown as a portion of Parcel E-22.

SUBJECT ALSO to an easement in favour of the Halifax Regional Water Commission by indenture recorded at the Halifax County Land Registration Office as Document No. 108938250, over a portion of Block C-R1 identified as Parcel SE-1.

SUBJECT ALSO to an easement in favour of Nova Scotia Power Inc. by indenture recorded at the Halifax County Land Registration Office as Document No. 108787079, over a portion of Block C-R1 identified as Parcel NP-1.

SUBJECT ALSO to an easement in favour of Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Minister of Transportation and Infrastructure Renewal by indenture recorded at the Halifax County Land Registration Office as Document No. 109565409, over a portion of Block C-R1 identified as Parcel TIR-5.

PID 41308602

Civic Address: Larry Uteck Blvd., Bedford, Nova Scotia
Municipality/County: Halifax Regional Municipality/Halifax County
Designation of Parcel on Plan: **Parcel BD-3A**
Title of Plan: Plan of Survey of Parcel BD-3 Portion of Lands to be Acquired from Cresco Holdings Limited (Proposed Larry Uteck Interchange)
Registration County: Halifax County
Registration No. of Plan: 94256923
Registration Date of Plan: 2009-09-14

Compliance with MGA: The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because it is an acquisition of land for municipal purposes.

SUBJECT to an easement in favour of Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Minister of Transportation and Infrastructure Renewal by indenture recorded at the Halifax County Land Registration Office as Document No. 105771134, over a portion of Parcel BD-3A identified as Parcel TIR-1.

SUBJECT ALSO to an easement in favour of the Halifax Regional Water Commission by indenture recorded at the Halifax County Land Registration Office as Document No. 105771126, over a portion of Parcel BD-3A identified as Parcel SE-7.

PID 41308594

Civic Address: Larry Uteck Blvd., Bedford, Nova Scotia
Municipality/County: Halifax Regional Municipality/Halifax County
Designation of Parcel on Plan: **Parcel BD-3B**
Title of Plan: Plan of Survey of Parcel BD-3 Portion of Lands to be Acquired from Cresco Holdings Limited (Proposed Larry Uteck Interchange)
Registration County: Halifax County
Registration No. of Plan: 94256923
Registration Date of Plan: 2009-09-14

Compliance with MGA: The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because it is an acquisition of land for municipal purposes.

SUBJECT to an easement in favour of Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Minister of Transportation and Infrastructure Renewal by indenture recorded at the Halifax County Land Registration Office as Document No. 109565409, over a portion of Parcel BD-3B identified as Parcel TIR-4.

PID 41400417

Registration County: HALIFAX COUNTY

Street/Place Name: HOGAN COURT /KEARNEY LAKE

Title of Plan: PLAN OF SURVEY OF PARCELS 1, 2, A, UP-1, HC-1 & P-01 (PARK), WEST BEDFORD PHASE 9-1, SUBDIVISION AND CONSOLIDATION OF LANDS CONVEYED TO CRESCO HOLDINGS LIMITED, TIMOTHY MICHAEL FILLIS & FARIAN BORDEN FILLIS

Designation of Parcel on Plan: **BLOCK 2-R2**

Registration Number of Plan: 108039471

Registration Date of Plan: 2015-11-03 11:39:40

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2015

Plan or Document Number: 108039471

SUBJECT to an easement in favour of the Halifax Regional Water Commission by indenture recorded at the Halifax County Land Registration Office in Book 6690, Page 684, over a portion of Block 2-R2 shown as a portion of Parcel E-20.

SUBJECT ALSO to an easement in favour of Her Majesty the Queen in Right of the Province of Nova Scotia, as represented by the Minister of Transportation and Infrastructure Renewal by indenture recorded at the Halifax County Land Registration Office as Document No. 105771134, over portions of Block 2-R2 identified as Parcels TIR-2 and TIR-3.

SUBJECT ALSO to an easement in favour of the Halifax Regional Water Commission by indenture recorded at the Halifax County Land Registration Office as Document No. 105771126, over portions of Block 2-R2 identified as Parcels SE-4, SE-5 and SE-6.

SUBJECT ALSO to an easement in favour of Bell Aliant Regional Communications Inc. by indenture recorded at the Halifax County Land Registration Office as Document No. 108787053, over portions of Block 2-R2.

SUBJECT ALSO to an easement in favour of the Halifax Regional Water Commission by indenture recorded at the Halifax County Land Registration Office as Document No. 109838250, over a portion of Block 2-R2 identified as Parcel SE-2.

**Schedule H1
General Commercial Land Uses**

No development permit shall be issued in a General Commercial area except for one or more of the following uses:

- a) All Age/Teen Clubs
- b) Banks and Financial Institutions
- c) Billiard and Snooker Clubs
- d) Commercial Photography
- e) Daycare Facilities, Nursery Schools, Early Learning Centres
- f) Drycleaning Depots
- g) Funeral Homes
- h) Garden Markets
- i) General Retail exclusive of mobile home dealerships but inclusive of building supply sales
- j) Ice cream stands
- k) Medical Clinics
- l) Hotel/Motel/Guest House
- m) Neighborhood Convenience Stores
- n) Office Uses
- o) Private Clubs (social)
- p) Full Service, Drive-in and Take Out Restaurants
- q) Service, Personal Service Shops, Health and Wellness Centres exclusive of massage parlours
- r) Veterinary clinics
- s) Institutional (SI) uses, excluding cemeteries
- t) Parking Lots and Structures
- u) Gas Bars
- v) Service Stations
- w) Automotive vehicle, parts & accessories sales and service
- x) Uses accessory to the foregoing uses (including drive-thru windows)

(All uses shall be defined as found in the Bedford Land Use By-Law)