

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)

For Office Use

Registration district: Halifax
Submitter's user number: 5776
Submitter's name: Emad Al-Sharief

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Kimi Mackay, Registrar
103368016 LRD/ROD
JUL 05 2013 13:216C

In the matter of Parcel Identification Number (PID)

Table with 2 columns and 2 rows of PID numbers: 40279796, 40279770, 00161406, 40279788

(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.

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

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.

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).

<b>Instrument type</b>	Agreement Re Use of Land
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	HALIFAX REGIONAL MUNICIPALITY/ PARTY TO AGREEMENT (BURDEN)
<b>Mailing address of interest holder to be added (if applicable)</b>	P.O. Box 1749, Halifax, Nova Scotia B3J 3A5
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	
<b>Reason for removal of interest (for use only when interest is being removed by operation of law)</b> <i>Instrument code: 443</i>	N/A

**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 Halifax, in the County of Halifax, Province of Nova Scotia, on May 29, 2013.

**Original signed**

\_\_\_\_\_  
*Signature of authorized lawyer*

Name: Hamad Al-Sharief

Address: \_\_\_\_\_

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 AGREEMENT made this 27<sup>th</sup> day of June, 2013

BETWEEN:

**PFK PROPERTIES LIMITED**

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

Approved as to Form  
and Authority  
Original signed

OF THE FIRST PART

- and -

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 5534, 5558 Bilby Street and 2819-2827 Isleville Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a multi-unit residential building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of the Halifax Municipal Planning Strategy and Section 92 of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on March 18<sup>th</sup>, 2013, referenced as Municipal Case Number 17511;

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

Original signed

\_\_\_\_\_  
  
\_\_\_\_\_

## **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 Halifax Peninsula 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. 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) "Soft Landscaping" means any combination of shrubs, flowers, grass or other horticultural elements, all of which are designed to enhance the façades of the townhouse-style units. These elements shall not include decorative stonework, pavers, screening or other hard surfacing materials.

**PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

**3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 17511:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C-1	Landscape Plan (Level 1)
Schedule C-2	Landscape Plan (Level 2)
Schedule C-3	Landscape Plan (Level 3)
Schedule E-1	North Elevation (Bilby Street)
Schedule E-2	South Elevation
Schedule E-3	East Elevation
Schedule E-4	West Elevation (Isleville Street)

### **3.2 Requirements Prior to Approval**

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation and photographs demonstrating the existing buildings/structures on the Lands have been removed; and
- (b) Plan of Survey of approved Lot Consolidation of the Lands in accordance with Section 3.7 of this Agreement.

3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the Development Officer with written confirmation from a qualified professional accompanied by a photographic record demonstrating compliance with the required Landscape Plans in accordance with Section 3.10 of this Agreement.

3.2.3 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**

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

- (a) a residential building containing a maximum of 56 units within seven (7) storeys. The building shall consist of an apartment house (multiple-unit residential uses) in conjunction with townhouse dwellings, which is detailed as follows:
  - i. the apartment house shall contain a maximum of 48 residential units.
  - ii. the townhouse dwellings shall:
    - a) not exceed a maximum of 8 units;
    - b) form a part of the overall building and be considered as part of the multiple-unit dwelling;
    - c) consist of 2 storeys; and
    - d) be a minimum of 1,200 square feet (111.5 square metres) in gross floor area for each unit and contain at least 2 bedrooms.

(b) Home occupation uses within the townhouse dwellings only.

### **3.4 Detailed Provision for Land Use**

3.4.1 The Developer shall provide the Development Officer with sufficient information to verify that the proposed development conforms to each of the following requirements:

(a) Maximum Height: The height of building above grade shall not exceed 20.7 metres (68 feet), and shall not include the underground parking garage. Height shall be defined as the vertical distance of the highest point of the roof above the mean grade of the finished ground adjoining the building along Isleville Street and Bilby Street.

(b) Maximum Population Density: The density for 56 residential units shall not exceed a maximum of 144 persons. For the purposes of calculating population density on the Lands, the following shall apply:

- i. Bachelor units shall be assigned 1 person per unit;
- ii. One (1) Bedroom units shall be assigned 2 persons per unit; and
- iii. Two (2) Bedroom or more units shall be assigned 2.25 persons per unit.

### **3.5 Siting and Architectural Requirements**

#### Siting

3.5.1 The Developer shall construct a residential building on the Lands as shown on Schedule B. The building shall consist of 2 residential uses, as shown on the Schedules, and they shall be joined by the main body of the building.

3.5.2 The apartment house shall be stepped back from the building line of the townhouse units, as shown on Schedules E-1 through E-4.

3.5.3 The townhouse units shall be setback a minimum of three (3) feet from the Isleville Street public right-of-way.

#### Entrances

3.5.4 Entrances to the townhouse-style units shall front Isleville Street and Bilby Street as shown on Schedules E-1 and E-2. Variations to the colors and designs of the doors shall be permitted.

3.5.5 The main entrance to the multiple-unit dwelling shall front Bilby Street and be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. A secondary entrance to the residential building shall also front on Bilby Street.

Rear and side facades

3.5.6 The façades of the residential building facing the Isleville Street and Bilby Street shall be designed and detailed as shown on the Schedules. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

Building Materials

3.5.7 The exterior building materials and colour of each component of the building shall be as shown on the Schedules.

Functional Elements

3.5.8 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.5.9 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Isleville Street, Bilby Street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

Balconies

3.5.10 Units within the apartment house shall include balconies as shown on Schedules E-1 through E-4. Balconies shall include pre-finished metal rails, balustrades or equivalent.

Windows

3.5.11 Windows for each component shall be designed as illustrated on the Schedules. All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows. Windows shall be vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal or vinyl.

Roof

3.5.12 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from adjacent properties.

**3.6 Variations By Development Officer**

The Development Officer may approve minor variations to the exterior architectural appearance of the building, including materials, colours, and architectural treatments, provided such changes are in general conformance with the intent of this Agreement.



### **3.7 SUBDIVISION OF THE LANDS**

A subdivision application to consolidate the properties shown on Schedule B into a single lot shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law. No Building Permit shall be issued until the subdivision plan has been approved.

### **3.8 PARKING, CIRCULATION AND ACCESS**

3.8.1 The entrance, driveway and parking area shall be shown on Schedule B.

3.8.2 Parking, circulation and access shall be in conformance with the following:

- (a) Parking area shall contain no more than 60 spaces;
- (b) Underground and above-ground parking areas shall be as generally shown on Schedules F-1 and F-2;
- (c) Bicycle parking shall be provided as per the requirements of the Halifax Peninsula Land Use By-law.
- (d) Notwithstanding clauses (a) and (b), up to one quarter (1/4) of the individual parking spaces may be reduced in size to a minimum of 8 feet by 17 feet.

3.8.3 The parking area shall be finished with a hard surface.

### **3.9 OUTDOOR LIGHTING**

Lighting shall be directed to driveways, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

### **3.10 LANDSCAPING**

3.10.1 Prior to the issuance of a Building Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedules C-1, C-2 and C-3. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

#### Landscape Plan

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

3.10.3 Landscaped areas shall conform with the following:

- (a) Soft landscaping shall be as generally shown on Schedule C-1;
- (b) Landscaped open space shall include any combination of trees, shrubs, flowers, grass or other horticultural, and decorative stonework, pavers, screening or other landscape architectural elements;
- (c) Provision of new street trees along the Isleville Street frontage and minor landscaping along Bilby Street, in consultation with HRM's Urban Forester and Development Engineer; and
- (d) The minimum requirement for landscaped open space horticultural elements shall be grass sod.

3.10.4 Notwithstanding Section 3.10.1, 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. 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 unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### 3.11 MAINTENANCE

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

#### Reinstatement

3.11.1 All disturbed areas shall be reinstated to original condition or better.

### **3.12 Signs**

**“Signage shall be limited to one temporary ground (1) sign depicting the name or corporate logo of the Developer which shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. This temporary ground sign shall be removed prior to the issuance of the last residential occupancy permit.**

### **3.13 TEMPORARY CONSTRUCTION BUILDING**

A building 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 shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.14 SCREENING**

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.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **General Provisions**

4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications and Halifax Water Design and Construction Specifications (latest edition) as well as all applicable by-laws unless otherwise provided for in this Agreement.

### **Off-Site Disturbance**

4.2 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.

### **Solid Waste Facilities**

4.3 The building shall include designated space for five stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

4.4 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.

- 4.5 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 5: AMENDMENTS**

### **5.1 Non-Substantive Amendments**

The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) A reduction in the number of floors in the building;
- (b) A 10% increase of the total number of the multi-dwelling units provided that neither the building size nor the exterior appearance of the building change;
- (c) Minor changes to the exterior architectural appearance of the building, including materials, colours, and architectural treatments which, in the opinion of the Development Officer, are not permitted under sub-section 3.6;
- (d) The granting of an extension to the date of commencement of construction as identified in Section 6.3 of this Agreement; and
- (e) The length of time for the completion of the development as identified in Section 6.5 of this Agreement;

### **5.2 Substantive Amendments**

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 6: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **6.1 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.

## **6.2 Subsequent Owners**

- 6.2.1 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.
- 6.2.2 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).

## **6.3 Commencement of Development**

- 6.3.1 In the event that development on the Lands has not commenced within five (5) 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.
- 6.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed residential building.
- 6.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 5.1(d), 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.

## **6.4 Completion of Development**

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

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

## **6.5 Discharge of Agreement**

If the Developer fails to complete the development after ten (10) 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 7: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

### 7.1 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.

### 7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

Original signed

\_\_\_\_\_

\_\_\_\_\_

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 27<sup>th</sup> day of June, 2013.

# Original signed

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

Original signed

HALIFAX REGIONAL MUNICIPALITY

Per: Original signed

Mayor Mike Savage

Per: Original signed

Municipal Clerk



PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 27 day of May, A.D., 2013, before me, the subscriber personally came and appeared Original signed a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **PFK PROPERTIES LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his presence.

**Original signed**

A Commissioner of the Supreme Court  
of Nova Scotia

**SHAUN MacMILLAN**  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 26<sup>th</sup> day of June, A.D., 2013, before me, the subscriber personally came and appeared before me Original signed 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 Mike Savage, its Mayor, and Cathy Mellett, its Municipal Clerk, its duly authorized officers in his presence.

**Original signed**

A Commissioner of the Supreme Court  
of Nova Scotia

**SHERRYLL MURPHY**  
A Commissioner of the Supreme  
Court of Nova Scotia



SCHEDULE A

Legal Description of the Lands at 5534-5558 Bilby Street and 2819-2827 Islesville Street

**LOT 1 (PID 40279770)**

ALL THAT certain lot or tract of land situate on the southern side of Bilby Street, in the City of Halifax and more particularly bounded and described as follows:

BEGINNING at a point on the southern side line of Bilby Street aforesaid at the distance of thirty (30) feet measured eastwardly along said street line from an iron pin set at the northwestern corner of land formerly owned by the Estate of the late John Higgins, said point and place of beginning being at the northeastern angle of a lot of land formerly sold and conveyed by the late Jane Dee, formerly Jane Higgins, to one Wright;

THENCE southwardly by the eastern line of said last named lot one hundred and two feet nine inches (102.9) more or less, to the rear line of the lots fronting on Almon Street;

THENCE by said rear line eastwardly thirty-one (31) feet ten (10) inches more or less to the southwestern corner of a lot formerly sold by Frank Higgins to one Rogers;

THENCE by the western line of said last named land northwardly one hundred and two (102) feet seven and one-half (7.5) inches, more or less, to the south line of Bilby Street aforesaid;

THENCE westwardly by the said southern line of Bilby Street thirty-one (31) feet ten (10) inches more or less to the place of beginning.

BEING a part of that lot fronting in Bilby Street aforesaid which was formerly devised by the Will of the said Jane Dee, formerly Jane Higgins to George E. Higgins.

**LOT 2 (PID 40279788)**

ALL that certain lot, piece or parcel of land situated in the north suburbs of the City of Halifax, being a part of Lot Number Thirteen in Block Letter B on the plan of certain real estate formerly owned by one George Isles and generally called Islesville, being on the southern side of Bilby Street (so called) bounded as follows:

BEGINNING at a point on the south side of the said Bilby Street seventy (70) feet west of the northwest corner of Lot Number Fifteen (15) in said Block;

THENCE in a southerly direction a distance of one hundred (100) feet, more or less;

THENCE at right angles in a westerly direction a distance of thirty (30) feet to the north east corner of Lot Number Ten (10);

THENCE northwardly a distance of one hundred (100) feet more or less to the south line of Bilby Street aforesaid;

THENCE at right angles in an easterly direction along the south line of Bilby Street a distance of thirty feet (30) to a point seventy feet (70) west of the northwest corner of Lot Number Fifteen (now or formerly owned by one William Harty) being the place of beginning.

SCHEDULE A

Legal Description of the Lands at 5534-5558 Bilby Street and 2819-2827 Isleville Street

**LOT 3 (PID 40279796)**

ALL of that certain lot, piece or parcel of land and premises thereon situate, lying and being on the eastern side line of Isleville Street and the southern side of Bilby Street, in the City and County of Halifax, which said land may be more particularly described as follows, that is to say:

BEGINNING at the intersection formed by the said eastern side line of Isleville Street with the southern side line of Bilby Street as now laid down on the City Office plan;

THENCE to run easterly on Bilby Street one hundred feet (100);

THENCE southerly parallel to Isleville Street fifty-five feet (55) or to property now or formerly owned by one Young;

THENCE westerly parallel to Bilby Street and being along the northern boundary of the said Young property one hundred feet (100) to Isleville Street;

THENCE northerly along the eastern side line of Isleville Street fifty-five feet (55) to the place of beginning;

BEING all of those certain lands deeded by Marshall to William Cunard and being the same property conveyed to Alfred T. O'Leary by Ernest Haliburton Cunard et al by deed dated the 24th day of August, A.D. 1920 and recorded in the Office of the Registrar of Deeds at Halifax aforesaid, in Book 526 at Page 624.

**LOT 4 (PID 00161406)**

ALL that certain lot, piece and parcel of land situate, lying and being in the north suburbs of the City of Halifax and being Lot Number Eleven and part of Lot Number Ten, Letter B of George Isles plan and more particularly described as follows, namely:

BEGINNING on the eastern side of Young Street, so called (now called Isleville Street) at a point distant ninety (90) feet northerly from the northeast angle formed by the intersection of Young Street aforesaid, (now called Isleville Street) and Almon Street;

THENCE to run northerly on Young Street sixty (60) feet more or less to the south side of Lot Number 12 on said plan;

THENCE at right angles eastwardly along the south side of Lot Number 12 one hundred (100) feet to the west side of Lot Number 13;

THENCE at right angles southerly along the west line of Lots Numbers 13 and 8 sixty (60) feet;

THENCE at right angles westwardly one hundred (100) feet more or less to the place of beginning;

BEING part of the same lands conveyed to Percy W. Wright by Robert F. Yeoman et ux by deed dated the 30th day of September, A.D., 1977 and recorded in the Registry of Deeds at Halifax, in Book 604, Page 113, and by the said Percy W. Wright to Allen M. Doyle and Harris S. Romkey by Deed dated the 27th day of October, A.D. 1927 and recorded in the said Registry in Book 611 at Page 923.

KEY PLAN



LEGEND

- Site Boundary
- - - Existing Internal Property Boundary (To be consolidated)
- - - Adjacent Property Boundary
- ▲ Building Access
- ▲ Townhouse Unit Access

**SITE SUMMARY:**

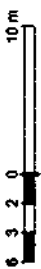
- Building Height - 167 ft.
- Consolidated Lot Area - 1,866.3 m<sup>2</sup> / 17,836 sf
- Proposed Parking U/G - 44 Stalls
- Proposed Parking at Grade - 16 Stalls

**NOTES:**

- Property lines approximate only. Site subject to survey

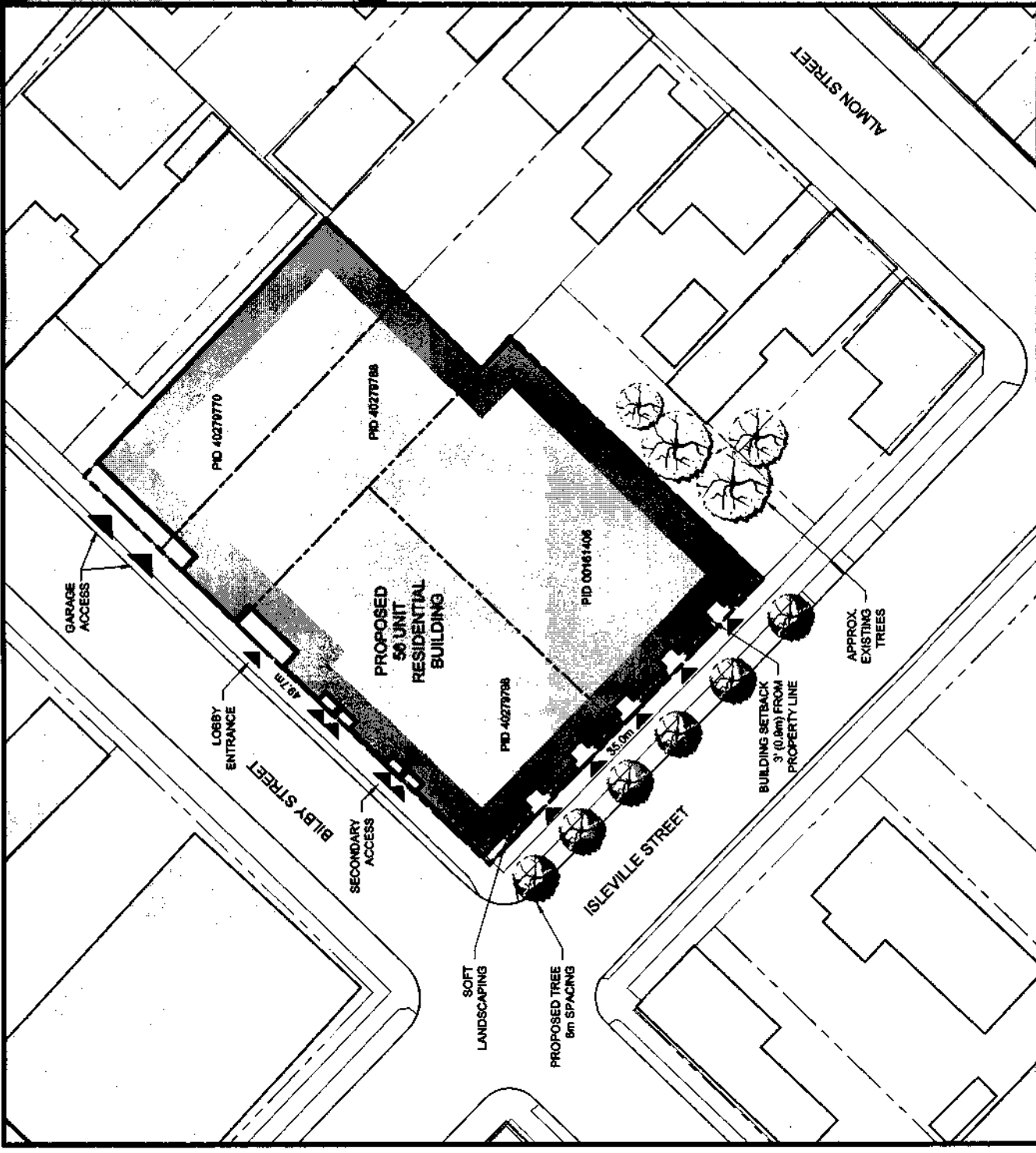
**SOURCES:**

- PROPERTY LINES FROM PROVINCIAL PROPERTY MAPPING
- MICHAEL NAPIER ARCHITECTURE GROUND FLOOR PLAN LEVEL 1 DWG. A-101, DATED AUG. 2011, CAD FILE 20079 - Plans Ground FP.dwg



1:500 METRIC

DATE: 17-JULY-2012



1:500

**SCHEDULE B: SITE PLAN**

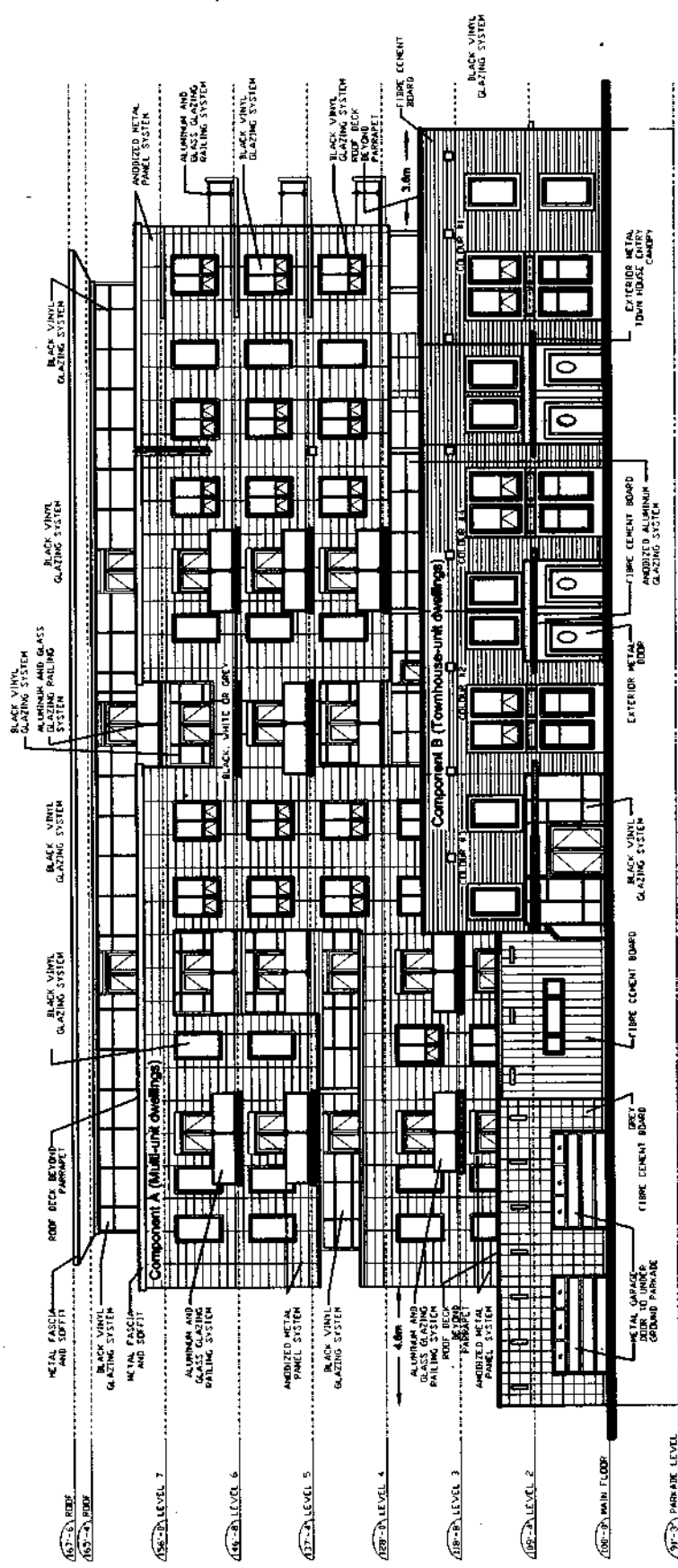
Billy St. and Isleville Street, Halifax, Nova Scotia











COMPONENT B (TOWNHOUSE UNITS)  
 GROUPS BY TYPE TO BE  
 PAINTED UP IN THE FOLLOWING COLOURS:  
 YELLOW, ORANGE, GREEN, BLUE,  
 RED, BLACK, WHITE, GREY.  
 COLOURS TO BE APPLIED TO UNITS  
 IN AN ALTERNATING WAY.

COMPONENT A (MULTI-UNIT)  
 BLACK, WHITE, GREY

SOURCES:  
 • PROPERTY LINES FROM PROVINCIAL PROPERTY MAPPING  
 • MICHAEL NAPIER ARCHITECTURE ELEVATION PLAN A-201, DATED SEP. 2011

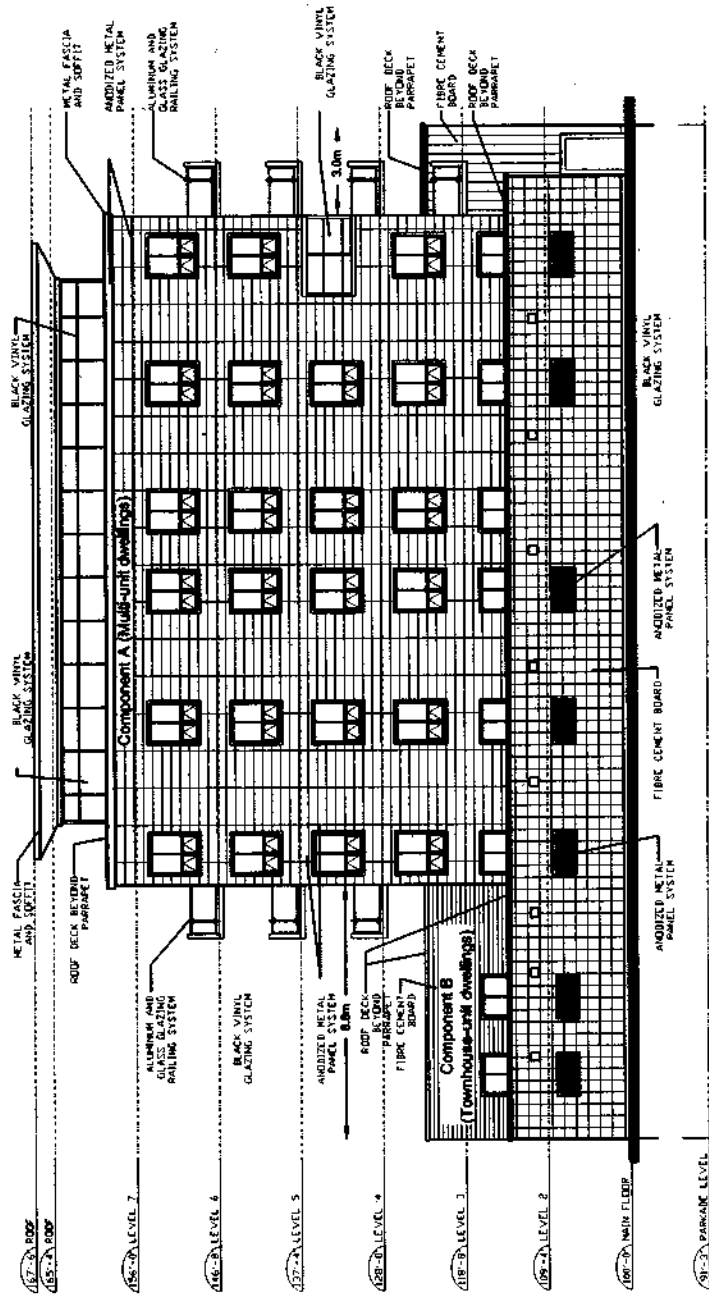
DATE: 6-NOV-2012

**SCHEDULE E-1: NORTH ELEVATION (Bilby Street)**  
 Bilby St. and Isleville Street, Halifax, Nova Scotia









SOURCES:  
 • PROPERTY LINES FROM PROVINCIAL PROPERTY MAPPING  
 • MICHAEL NAPIER ARCHITECTURE ELEVATION PLAN A-204, DATED SEP. 2011

3 2 1 0 5 m  
 1:250 METRIC  
 DATE: 25-MAY-2012

**SCHEDULE E-3: EAST ELEVATION**  
 Bilby St. and Isleville Street, Halifax, Nova Scotia

