

37.

Form 44

Request to the Registrar of Deeds to Register a Document

Registration district: Sackville

Submitter's name: Cheryl Byrne, Planning Controller, Regional and Community Planning

Take notice that the attached document relates to 3 parcels that are not registered under the *Land Registration Act*, and the document may be accepted for registration under the *Registry Act* because it is (select one only)

- not a transfer for valuable consideration
- not a mortgage or security interest as defined in the *Land Registration Administration Regulations*.
- a transfer of a parcel between persons married to one another
- a transfer of a parcel between persons formerly married to one another, if the transfer is for the purpose of division of matrimonial assets.
- transfer of a parcel between persons who are parties to a registered domestic partnership agreement.
- a transfer of a parcel acquired by Her Majesty in right of the Province or a municipality for the purpose of road widening, alignment or movement.
- a deed to a predecessor in title being registered in order to feed the estoppel or clarify title.
- a transfer of an unregistered piece of land that is being created as a parcel under the subdivision provisions of Part IX of the *Municipal Government Act* solely for purposes of consolidation with an abutting unregistered parcel.
- a transfer of a parcel from the Nova Scotia Farm Loan Board to a borrower under the *Agriculture and Rural Credit Act*.
- any other instrument not mentioned above that is not required to be registered or recorded under the *Land Registration Act*

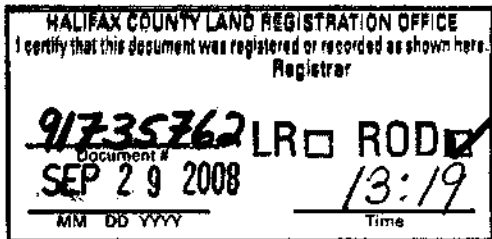
I hereby request that this document be registered under the *Registry Act*.

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia, September 25, 2008.

[Redacted signature area]

Signature of submitter

Name: Cheryl Byrne  
 Address: 40 Alderney Drive, 2<sup>nd</sup> Floor  
Dartmouth, NS B2Y 2N5  
 Phone: 490-5857  
 E-mail: byrnec@halifax.ca  
 Fax: 490-3976



[Redacted box]

THIS AGREEMENT made this 23 day of, 2008,

BETWEEN:

**ARMCO CAPITAL INCORPORATED**  
(hereinafter called the "Developer")

OF THE FIRST PART

-and-

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located between Highway 101 and Sackville Drive in Middle Sackville, referenced by P.I.D. Nos. 40281479, 40152670, and 40875346, and which said lands are more particularly described in the Schedules "A" to this Agreement ("the Lands");

**AND WHEREAS** the Developer has requested that the Municipality enter into a development agreement to allow for subdivision and development of the Lands pursuant to the provisions of the Municipal Government Act, Halifax Regional Municipal Planning Strategy and the Municipal Planning Strategy and Land Use By-law for Sackville;

**AND WHEREAS** North West Community Council ("the Community Council") approved this Agreement at a meeting held on July 10, 2008;

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

APPROVED  
AS TO FORM  
Municipal Solicitor

## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

### **1.2 Applicability of Land Use By-law and Subdivision By-law**

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Sackville Land Use By-law ("the Land Use By-law") and the Regional Subdivision By-law for Halifax Regional Municipality ("the Subdivision By-law"), as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

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

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 HRM 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.

### **1.4 Conflict**

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

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 regulations, by-laws or codes applicable to any 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 AND AGREEMENT**

2.1 All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law.

2.2 In this Agreement, unless the context otherwise requires:

- (a) "Community Planning Strategy" means the Municipal Planning Strategy for Sackville, as amended from time to time.
- (b) "Regional Planning Strategy" means the Regional Municipal Planning Strategy of the Municipality.

## **PART 3 USE OF LANDS AND DEVELOPMENT PROVISIONS**

### **3.1 SUBDIVISION**

3.1.1 Any subdivision application shall substantially conform with the permitted development, lot layout and minimum lot frontage and area design standards presented on Schedule B.

3.1.2 Unless otherwise acceptable to the Development Officer, subdivision applications shall be submitted in accordance with the Phasing Plan presented as Schedule C and the Development Officer shall grant subdivision approvals for the phase for which approval is sought subject to all applicable terms and conditions of this Agreement.

3.1.3 The Parties acknowledge that, prior to entering into this Agreement, the Municipality granted final subdivision design approval under the provisions of the former County of Halifax Subdivision By-law, referenced by the Municipality as file 19980686-19-F, for lots with frontage on Sackville Drive which are located within a tree retention area shown on Schedule E. In consideration of the benefits accrued by this Agreement, the Developer agrees that, upon registration of this Agreement, the said subdivision approval is null and void and shall not be registered at the Registry of Deeds and, in the event that the said subdivision plan is registered at the Registry of Deeds prior to the registration of this

Agreement, this Agreement shall be null and void and no municipal approvals shall be granted pursuant to its provisions.

### **3.2 SCHEDULES**

The Developer shall develop the lands in a manner, which, unless otherwise provided for by this Agreement, are, in the opinion of the Development Officer, in conformance with the Schedules attached to this Agreement.

The Schedules are:

|             |  |
|-------------|--|
| Schedule A: | Legal Description of the Lands                                       |
| Schedule B: | Concept Plan   |
| Schedule C: | Phasing Plan   |
| Schedule D: | Streets, Sidewalks and Walkway Plan                                  |
| Schedule E: | Tree Retention Plan  |
| Schedule F: | Water System Plan  |
| Schedule G: | Storm Water Plan   |
| Schedule H: | Sanitary Sewer Plan  |
| Schedule I: | Architectural Design Criteria for Townhouses and Apartment Buildings |

### **3.3 REQUIREMENTS PRIOR TO APPROVAL**

3.3.1 No subdivision approvals shall be granted unless:

- (a) if required, a parkland dedication agreement has been entered into in accordance with the requirements of Section 3.6.1 of this Agreement; and
- (b) notification has been received from the Engineer that a left hand turning lane has been constructed in accordance with the requirements of Section 4.3.2 of this Agreement.

3.3.2 No municipal development permit shall be granted unless:

- (a) a lot grading plan has been prepared in accordance with the requirements of Section 3.5.9 of this Agreement and the plan has been approved by the Engineer; and
- (b) a landscaping plan has been prepared by a Professional Landscape Architect in accordance with the requirements of Section 3.8 of this Agreement.

- 3.3.3 No building permit shall be granted unless the Developer has completed the Municipality's MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process for any multi-unit or commercial development.
- 3.3.4 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.
- 3.3.5 No Occupancy Permit shall be granted for any multi-unit development or any commercial development unless a certification has been received from a Professional Landscape Architect in accordance with Section 3.8 of this Agreement.
- 3.3.6 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 Part 5 of this Agreement.

#### **3.4 GENERAL DESCRIPTION OF LAND USE**

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

- (a) 128 single unit dwellings;
- (b) 108 semi-detached dwelling units;
- (c) 55 townhouse units;
- (d) 2 multi -unit buildings containing a maximum of 128 dwelling units; and
- (e) a commercial development as prescribed by this Agreement.

#### **3.5 DETAILED PROVISIONS FOR LAND USE**

- 3.5.1 Any single unit dwelling development shown on Schedule B shall conform with the R-1 (Single Unit Dwelling) Zone provisions and requirements of the Land Use By-law except that:
- (a) the lot frontage requirements may be reduced to the minimum presented on Schedule B;
  - (b) the minimum side yard may be reduced to four (4) feet on one side provided that a minimum separation distance of twelve (12) feet is maintained between buildings; and
  - (c) a minimum of two (2) parking spaces shall be provided.

- 3.5.2 Any semi-detached development shown on Schedule B shall conform with the provisions and requirements of the R-2 (Two Unit Dwelling) Zone of the Land Use By-law except that a minimum of two (2) parking spaces shall be provided.
- 3.5.3 Any townhouse development shown on Schedule B shall conform with:
- (a) the provisions and requirements of the R-5 (Townhouse) Zone of the Land Use By-law except that the minimum side yard may be reduced to eight (8) feet and the requirements of Section 11.3(b) shall not apply and a minimum of two (2) parking spaces shall be provided; and
  - (b) the architectural design criteria for townhouses in Schedule I.
- 3.5.4 Any multi-unit development shown on Schedule B shall:
- (a) have a maximum building height of four (4) habitable stories above grade exclusive from any underground parking area;
  - (b) have a minimum of fifty percent (50%) of the required parking spaces located under the building or buildings;
  - (c) have a walkway that extends from all public entrances of each building to a public sidewalk in front of the building;
  - (d) conform with the architectural design criteria in Schedule I; and
  - (e) otherwise conform with the provisions and requirements of the R-4 (Multiple Unit Dwelling) Zone of the Land Use By-law except that the minimum required lot frontage shall not apply.
- 3.5.5 Any commercial development shown on Schedule B shall conform with the provisions and requirements of the C-2 (Community Commercial) Zone of the Land Use By-law except that uses shall be restricted to the following: retail stores; food stores; service and personal service uses; offices; commercial schools; banks and financial institutions; restaurants and take-out restaurants but shall not include drive-in restaurants; or re-cycling depots. A walkway shall extend from all public entrances of any building to a public sidewalk in front of the building.

3.5.6 Encroachments may be permitted in accordance with and subject to the following:

| Structural Element                                    | Location             | Maximum Encroachment   |
|---|----------------------|--|
| sills, cornices, eaves, gutters, and chimneys         | any yard             | 1.5 feet   |
| window bays   | front and rear yards | 3 feet   |
| decks   | rear and side yards  | 4 feet provided that a minimum 4 foot side yard is maintained. |
| Open, roofed porches not exceeding 1 storey in height | front and rear yards | 4 feet   |
| steps and stairs                                      | any yard             | 4 feet provided that a minimum 4 foot side yard is maintained  |

3.5.7 Any development of the Lands shall conform with the provisions and requirements of Parts 4 and 5 of the Land Use By-law.

3.5.8 The Municipality agrees that the variance provisions and procedures made under the Municipal Government Act shall apply to the development of the Lands permitted under this Agreement except that, where the Act references "land use by-law", the words "this Agreement" shall be substituted therefor.

3.5.9 Where any portion of a lot includes a non-disturbance area delineated pursuant to Section 3.7 of this Agreement, the non-disturbance area shall be shown on any lot grading plan submitted to the Municipality for approval in accordance with the Municipality's Lot Grading By-law and no development shall be permitted within the non-disturbance area.

**3.6 PARKLAND**

3.6.1 If required, prior to any subdivision approvals being granted, the Parties agree to enter into a park dedication agreement for the proposed parks illustrated on Schedule B and the agreement may contain terms for any site preparation or site development as agreed upon by the Development Officer.

3.6.2 The Developer shall submit a site preparation plan for the Neighborhood Park illustrated on Schedule B for approval by the Development Officer at the time subdivision approval is sought for Phase 3 and the site work shall be undertaken in accordance with this plan as a condition of acceptance by the Municipality.

**3.7 TREE RETENTION**



No trees shall be cut within the tree retention area illustrated on Schedule E except as provided for by this Agreement to allow for the installation of a municipal service system or to allow for the construction of a trail or parkland facility or as may otherwise be required for safety reasons or to prevent a hazard. The Developer agrees to show the tree retention areas as a non-disturbance area on any subdivision grading plan and any subdivision plan submitted for final approval with a note on the plan that no trees are to be cut within tree retention areas.

### **3.8 LANDSCAPING PLAN**

Any municipal development permit submitted for a multi-unit development or commercial development pursuant to the provisions of Sections 3.5.4 or 3.5.5 of this Agreement shall include a landscaping plan, prepared by a Professional Landscape Architect in good standing, which illustrates the landscaping measures to be undertaken to all areas disturbed by construction. No Occupancy Permit shall be granted unless a Professional Landscape Architect certifies that the landscaping has been undertaken in accordance with the plan submitted for approval or a security has been provided, in form acceptable to the Development Officer, in the amount of one hundred and twenty percent (120%) of the estimated cost of completing the landscaping plan.

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

### **4.1 General**

All applicable construction shall satisfy the Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Engineer prior to undertaking the work. The Development Officer, in consultation with the Engineer, may give consideration to minor changes, provided the modifications serve to maintain or enhance the intent of this Agreement.

### **4.2 Off-Site Disturbance**

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 Engineer.

### **4.3 Streets**

4.3.1 Where any street is proposed to service townhouse developments and which said street is not proposed to be owned and maintained by the Municipality, no subdivision approvals shall be granted with lot frontage on the street and a note shall be placed on the subdivision plan that the Municipality does not own or maintain the street.

4.3.2 The Developer shall, at its own cost, construct a west bound left turning lane on Sackville Drive at the entrance to the street identified as Drive F on Schedule B. The turning lane shall conform with the Design Guidelines and the timing of construction shall be as directed by

the Engineer.

**4.4 Water Distribution System**

The water distribution system shall conform with the Halifax Regional Water Commission Design and Construction Specifications unless otherwise acceptable to the Water Commission.

**4.5 Sanitary Sewer System and Storm Drainage System**

The sanitary sewer system and the storm drainage system shall conform with the Design Guidelines, unless otherwise acceptable to the Engineer.

**4.6 Solid Waste Facilities - Within Multi-Unit Buildings**

The multi-unit buildings shall include a designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. This solid waste storage area shall be screened from public view by means of opaque fencing or masonry walls with suitable landscaping.

**5.0 ENVIRONMENTAL PROTECTION MEASURES**

5.1. The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan for the development of the Lands. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented.

5.2 The Developer agrees to undertake all construction activities in accordance with the erosion and sedimentation control plan, unless otherwise directed by the Nova Scotia Department of the Environment and also agrees to assume sole responsibility for compliance with all environmental regulations of the Nova Scotia Department of the Environment. A security deposit in the amount of twenty thousand dollars (\$20,000.00) per phase shall be provided by the Developer in the form acceptable to the Municipality. In the event that two or more phases are under construction at the same time, an additional deposit of ten thousand dollars (\$10,000) shall be provided for each subsequent phase. The deposit shall be provided prior to the commencement of any clearing and grubbing, and may be transferred from phase to phase as development proceeds. The Municipality may use the deposit to remedy any and all environmental problems that may result from development of the Lands. The developer shall be responsible for all costs in this regard exceeding twenty thousand dollars (\$20,000.00). For any phase, the security deposit or the unused portion of the security deposit shall be returned to the Developer once any environmental problems that result from non-compliance with this Agreement are remedied or where no environmental problems have resulted, upon acceptance of the primary and secondary services by the Municipality;

- 5.3 If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Section 5, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Engineer to ensure compliance with the erosion and sedimentation control plan.

## **PART 6: AMENDMENTS**

### **6.1 Substantive Amendments**

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

### **6.2 Non-Substantive Amendments**

The following items are considered by both parties to be non-substantive and may be amended by resolution of the Council.

- (a) amendments to the Concept Plan presented as Schedule B to this Agreement provided that the Community Council is satisfied that such amendments are minor and conform with the intent and all applicable policies of the Community Planning Strategy and Regional Planning Strategy;
- (b) amendments to the development standards adopted under Parts 3 and 4 of this Agreement provided that the Community Council is satisfied that such amendments are minor and conform with the intent and all applicable policies of the Community Planning Strategy and the Regional Planning Strategy;
- (c) The granting of an extension to the date of commencement of construction as identified in Section 8.3.1 of this Agreement; and
- (d) The length of time for the completion of the development as identified in Section 8.3.2 of this Agreement.

In considering the approval of a non-substantive amendment under Section 6.2, property owners within five hundred (500) feet of the site shall be informed by mail at least ten (10) days in advance of the proposed amendment being considered by Council.

## ART 7 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 7.1 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.
- 7.2 If the Developer fails to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, 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) in the event that trees or other vegetation are removed in contravention to the requirements of section 3.7 of this Agreement, the Municipality 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. The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Property and be shown on any tax certificate issued under the *Assessment Act*;
  - (c) the Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and
  - (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the *Municipal Government Act* or Common Law in order to ensure compliance with this Agreement.

## ART 8 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

### 8.1 Registration

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia. The Developer shall incur all cost in recording such documents and shall provide all forms required by the Registry for the registration of this Agreement.

## **8.2 Subsequent Owners**

- 8.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Community Council.
- 8.2.2 Upon the transfer of title to any lot, the subsequent owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.

## **8.3 Commencement of Development**

- 8.3.1 In the event that no subdivision applications have been submitted to the Municipality within two (2) years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of the Community Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.
- 8.3.2 In the event that all subdivision approvals permitted by this Agreement have not been granted within ten (10) years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, the Community 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.

## **8.4 Completion of Development**

- Upon the completion of the development or portions thereof, or after 5 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, the Community 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Community Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on the 23 day of September, A.D., 2008.


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

per: [redacted]  
per: \_\_\_\_\_

) ARMCO CAPITAL INC.  
)  
)  
) per: [redacted]  
)  
)  
) per: \_\_\_\_\_

**Sealed, Delivered and Attested  
by the proper signing officers of  
Halifax Regional Municipality  
duly authorized on that behalf  
in the presence of:**

per: [redacted]  
per: [redacted]

) HALIFAX REGIONAL MUNICIPALITY  
)  
)  
)  
)  
) per: [redacted]  Peter J. Kelly  
) MAYOR  
)  
) per: [redacted]  
) ACTING MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA


ON THIS 13<sup>th</sup> day of ~~SEPTEMBER~~, A.D., 2008, before me, the subscriber personally came and appeared DARLANE VEDITO a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that ARMCO CAPITAL INC., one of the parties thereto, signed, sealed and delivered the same in his presence.

  
A Barrister of the Supreme Court  
of Nova Scotia

**R. BARRY WARD**  
Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 23<sup>rd</sup> day of Sept, A.D., 2008, before me, the subscriber personally came and appeared before me Kelly, Maramara & Pamela Henley 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 Julia Horncastle, its Acting Municipal Clerk, its duly authorized officers in his presence.

  
A Commissioner of Oaths in the Province  
of Nova Scotia

**ROBYN S. GREGORY**  
A Commissioner of the Supreme  
Court of Nova Scotia

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SCHEDULE "A"  
REMAINDER LOT 7

ALL THAT parcel of land situate on the southwesterly side of Highway No. 1, southeasterly side of Old Windsor Road and northeasterly side of Highway No. 101, at Middle Sackville, County of Halifax, Province of Nova Scotia, being designated as Remainder of Lot 7 on a "Plan of Survey of Remainder of Lot 7 Lands of Accurate Lock & Safe Co. Limited", said plan prepared by Wallace Macdonald & Lively, Ltd., dated May 29, 1997, and signed by J. Jeff Fee, N.S.L.S.; said Remainder of Lot 7 having an area of 152.41 acres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 100 to Nova Scotia Coordinate Monument 14 has a grid bearing of North  $42^{\circ}16'52''$  West, referred to Meridian  $64^{\circ}30'$  West, and relating all bearings herein thereto.

COMMENCING AT a survey marker found on Highway No. 1 at the northeast corner of Lot 7A, Now or Formerly Lands of The Wesleyan Church of Lower Sackville as shown on said plan;

THENCE South  $74^{\circ}18'45''$  West along Lot 7A, a distance of 712.96 feet to a survey marker found at a corner of Remainder Lot 6, Lands of Anabid Investments Limited;

THENCE North  $14^{\circ}30'22''$  West along Remainder Lot 6, a distance of 802.12 feet to a survey marker found at a corner thereof;

THENCE South  $80^{\circ}49'31''$  West along Remainder Lot 6, a distance of 366.65 feet to a survey marker found on the easterly limit of Parcel A-65, Now or Formerly Lands of Memorial Gardens (Atlantic) Limited;

THENCE North  $30^{\circ}38'34''$  West along Parcel A-65, a distance of 18.77 feet to a survey marker found at a corner thereof;

THENCE South  $75^{\circ}05'19''$  West along Parcel A-65, a distance of 68.93 feet to a survey marker found at a corner thereof;

THENCE South  $36^{\circ}32'54''$  West along Parcel A-65, a distance of 1,307.02 feet to a survey marker found at a corner thereof;

THENCE South  $16^{\circ}57'49''$  East along Parcel A-65, a distance of 796.19 feet to a survey marker found at a corner of Remainder Lot 6;

THENCE South  $29^{\circ}59'48''$  West, a distance of 3,635.98 feet to a survey marker found on a curve of Highway No. 101 having a radius of 3,629.58 feet;

THENCE along said curve of Highway No. 101 to the right, an arc distance of 468.92 feet, chord equivalent being 468.78 feet, measured on a course North  $48^{\circ}37'30''$  West to a survey marker found at the end of said curve;

THENCE North  $46^{\circ}13'47''$  West along Highway No. 101, a distance of 91.83 feet to a survey marker found at a corner thereof.



SCHEDULE "A"  
REMAINDER LOT 7

THENCE North 43°46'17" East along Highway No. 101, a distance of 40.00 feet to a survey marker found at a corner thereof.

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THENCE North 46°15'47" West along Highway No. 101, a distance of 809.00 feet to a survey marker found at a corner thereof.

THENCE South 43°46'17" West along Highway No. 101, a distance of 40.00 feet to a survey marker found at a corner thereof.

THENCE North 46°15'47" West along Highway No. 101, a distance of 341.28 feet to the southerly corner of Lands of Harland Developments Limited;

THENCE North 29°36'48" East along Lands of Harland Developments Limited, a distance of 58.16 feet to a survey marker found at a corner thereof.

THENCE North 28°52'20" East along Lands of Harland Developments Limited and Lot 18, a distance in all of 326.38 feet to the most southerly corner of Lot 17.

THENCE North 30°46'09" East along Lot 17, a distance of 209.78 feet to a survey marker found at the most southerly corner of Lot 16.

THENCE North 29°16'48" East along Lot 16, Lot 15, Lot 14, Lot 13, Lot 12 and Lot 11, a distance in all of 986.38 feet to a survey marker found at a corner of Lot 11.

THENCE North 30°41'36" East along Lot 11, Hector Crescent and Lot 9, a distance in all of 346.55 feet to a survey marker found at a corner of Lot 9.

THENCE North 28°36'48" East along Lot 9, Lot 8, Lot 7, Lot 6, Lot 5 and Lot 4, a distance in all of 920.93 feet to a survey marker found at the most southerly corner of Lot 4.

THENCE North 29°23'29" East along Lot 4, a distance of 251.71 feet to an iron bar found at the most southerly corner of Lot X-101.

THENCE North 29°22'32" East along Lot X-101, a distance of 304.34 feet to a survey marker placed at a corner of Old Windsor Road.

THENCE North 29°11'36" East along Old Windsor Road, a distance of 69.34 feet to an iron bar found at a corner of Lands of Department of Transportation and Public Works.

THENCE North 09°52'01" West along Lands of Department of Transportation and Public Works, a distance of 183.97 feet to a survey marker found at a corner of lands occupied by the Estate of Arthur Kelsie.

THENCE South 59°51'10" East along said Kelsie lands, a distance of 189.46 feet to a survey marker found at a corner thereof.

THENCE South 63°21'47" East along said Kelsie lands, a distance of 60.83 feet to a survey marker found at a corner thereof.

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SCHEDULE "A"  
REMAINDER LOT 1

THENCE South  $65^{\circ}23'13''$  East along said Kelso lands, a distance of 149.49 feet to a survey marker found at a corner thereof;

THENCE North  $26^{\circ}57'19''$  East along said Kelso lands, a distance of 187.77 feet to a survey marker found at a corner thereof;

THENCE North  $63^{\circ}19'36''$  West along said Kelso lands, a distance of 233.45 feet to a survey marker found on a curve of Old Windsor Road having a radius of 599.05 feet;

THENCE along said curve of Old Windsor Road to the left, an arc distance of 47.81 feet, chord equivalent being 47.81 feet, measured on a course North  $42^{\circ}13'47''$  East to a survey marker found at the end of said curve;

THENCE North  $34^{\circ}29'30''$  East along Old Windsor Road, a distance of 181.20 feet to a survey marker found at the beginning of a curve having a radius of 306.03 feet;

THENCE along said curve of Old Windsor Road to the right, an arc distance of 191.48 feet, chord equivalent being 188.37 feet, measured on a course North  $52^{\circ}53'31''$  East to a survey marker found at the end of said curve;

THENCE North  $70^{\circ}28'46''$  East along Old Windsor Road, a distance of 49.66 feet to a survey marker placed on a curve of Highway No. 1 having a radius of 1,178.00 feet;

THENCE along said curve of Highway No. 1 to the right, an arc distance of 236.39 feet, chord equivalent being 218.93 feet, measured on a course South  $48^{\circ}36'15''$  East to a survey marker placed at the most northerly corner of Lands of F. Reginald Kelso;

THENCE South  $65^{\circ}59'22''$  West along said Kelso lands, a distance of 188.36 feet to a survey marker found at a corner thereof;

THENCE South  $24^{\circ}00'38''$  East along said Kelso lands, a distance of 149.46 feet to a survey marker found at a corner thereof;

THENCE North  $65^{\circ}59'22''$  East continuing along said Kelso lands, a distance of 200.84 feet to a survey marker placed on a curve of Highway No. 1 having a radius of 1,178.00 feet;

THENCE along said curve of Highway No. 1 to the right, an arc distance of 51.95 feet, chord equivalent being 51.95 feet, measured on a course South  $26^{\circ}07'38''$  East to a survey marker placed at the end of said curve;

THENCE South  $38^{\circ}47'42''$  East along Highway No. 1, a distance of 25.32 feet to a survey marker placed at the most northerly corner of Lands of Mary H. Sheppard;

THENCE South  $62^{\circ}48'28''$  West along said Sheppard lands, a distance of 618.28 feet to a survey marker placed at a corner thereof;

SCHEDULE "A"  
REMAINDER LOT 7

THENCE South 21°45'48" East along said Sheppard lands, a distance of 75.34 feet to a survey marker placed at a corner thereof;

THENCE North 62°48'28" East along said Sheppard lands, a distance of 618.14 feet to a survey marker found on the southwesterly limit of Highway No. 1;

THENCE South 18°47'42" East along Highway No. 1, a distance of 321.65 feet to a survey marker found at the beginning of a curve having a radius of 1,427.00 feet;

THENCE along said curve of Highway No. 1 to the left, an arc distance of 179.92 feet, chord equivalent being 178.80 feet, measured on a course South 26°25'20" East to a survey marker found at the end of said curve;

THENCE South 34°02'39" East along Highway No. 1, a distance of 287.68 feet to a survey marker found at the most northerly corner of Lot B-1;

THENCE South 38°20'37" West along Lot B-1, a distance of 237.72 feet to a survey marker placed at a corner thereof;

THENCE South 32°38'23" East along Lot B-1 and Lot A-1, a distance in all of 180.00 feet to a survey marker found at a corner of Lot A-1;

THENCE North 38°20'37" East along Lot A-1, a distance of 241.19 feet to a survey marker found on a curve of Highway No. 1 having a radius of 1,648.00 feet;

THENCE along said curve of Highway No. 1 to the right, an arc distance of 588.41 feet, chord equivalent being 583.29 feet, measured on a course South 23°32'37" East to the point of commencement

TOGETHER WITH a 66-foot wide Right of Way (formerly Old Windsor Road) over Remainder Lot 6, Lands of Amble Investments Limited, said Right of Way having an area of 2.76 acres, more or less, and extending from Old Sackville Road in a northwesterly direction to Remainder Lot 7 as shown on the aforementioned plan dated May 29, 1997;

SUBJECT TO a 66-foot wide Right of Way in favour of Nova Scotia Power Inc. over, along, and upon that portion of Remainder Lot 7 being designated as Parcel NS-7B and Parcel NS-7C as shown on the aforementioned plan dated May 29, 1997;

ALSO SUBJECT TO a 125-foot wide Easement in favour of Nova Scotia Power Inc. over, along, and upon that portion of Remainder Lot 7 being designated as Parcel NS-7A as shown on the aforementioned plan dated May 29, 1997

## SCHEDULE "A"

ALL that lot of land in the vicinity of Maroon Hill, in Middle Sackville, Halifax County and described as follows:

BEGINNING at a stake set on the southwestern margin of the new Windsor Road at a distance of thirty-three feet (33') in a northwesterly direction from the centre line of the pavement and on the division line between lands formerly of Robert Penrky and Thomas Kelsey and from said point of commencement to run southwesterly by said division line a distance of five hundred feet (500') more or less to the school house line:

THENCE at a right angle northwesterly seventy-five feet (75');

THENCE at a right angle northeasterly five hundred feet (500') more or less to the southwest side of the new Windsor Road;

THENCE by said new Windsor Road southeasterly seventy-five feet (75') more or less to the place of beginning;

BEING the southern half part of the lot conveyed to the Grantor by Percy B. Anderson and wife by deed of April 7, 1941 and recorded in Book 628 at Page 209 and also being the southern half part of the lot conveyed to the Grantor herein by deed of recent date by Thomas Kelsey.

## SCHEDULE "A"

Page 1

ALL THAT parcel of land situate on the westerly side of the Old Saxeville Road, the northwesterly side of the Lucasville Road and the northwesterly side of Highway No. 101, at Saxeville, in the County of Halifax, Province of Nova Scotia, designated as Lot 6 on a "Plan of Survey of Subdivision of Lands of Culverwell Holdings Limited and Subdivision of Lands of C. Hughie Haffer"; said plan prepared by Wallace, Macdonald & Evely, Ltd., signed by A. E. Wallace, H.S.L.S. and dated the 10th day of August 1961; said lot having an area of 28.813 acres, more or less, and being more particularly described as follows:

PREAMISING that the line joining Nova Scotia Control Monument 100 to Nova Scotia Control Monument 74 has a grid bearing of North  $49^{\circ}36'22''$  West and relating all bearings herein thereto;

COMMENCING at a Survey Marker placed at the intersection of the northwesterly limit of the Lucasville Road with the southwesterly limit of the Old Saxeville Road as shown on said plan;

THENCE South  $58^{\circ}07'21''$  West, along the northwesterly limit of the Lucasville Road, 74.15 feet to a survey marker placed at the beginning of a curve having a radius of 443.00 feet;

THENCE along said curve to the left, an arc distance of 137.89 feet, chord equivalent being 137.43 feet, measured on a course South  $49^{\circ}11'22''$  West to a survey marker placed at the northwesterly corner of Lands of Lucille Castle as shown on said plan;

THENCE South  $68^{\circ}43'17''$  West, along the northerly limit of said Castle lands, 87.73 feet to a survey marker placed at the beginning of a curve having a radius of 289.00 feet as shown on said plan;

THENCE along said curve to the left, an arc distance of 213.09 feet, chord equivalent being 207.33 feet, measured on a course South  $61^{\circ}48'41''$  West, to a survey marker placed at the end of said curve;

THENCE South  $38^{\circ}11'23''$  West, continuing along the northerly limit of said Castle lands, 50.73 feet to a survey marker placed at the beginning of a curve having a radius of 181.00 feet as shown on said plan;

THENCE along said curve to the right, an arc distance of 74.25 feet, chord equivalent being 73.73 feet, measured on a course South  $49^{\circ}55'31''$  West to a point;

THENCE North  $41^{\circ}18'32''$  West, along the northeasterly limit of said Castle lands, 350.85 feet to a survey marker placed on the northeasterly limit of said Castle lands;

THENCE South  $33^{\circ}41'14''$  West, along the northeasterly limit of said Castle lands, 772.83 feet to a point on the northeasterly limit of Highway No. 101 as shown on said plan; said point lying on a curve having a radius of 5,829.88 feet as shown on said plan;

THENCE along said curve to the right, an arc distance of 1,262.81 feet, chord equivalent being 1,269.87 feet, measured on a course North  $37^{\circ}28'42''$  West, to a survey marker placed at the most southerly corner of Lot 7 as shown on said plan;

THENCE North  $30^{\circ}00'00''$  East, along the southeasterly limit of said Lot 7, 1,635.60 feet to a survey marker placed at the most southerly corner of Parcel A-65, Lands of Eastern and Chartered Trust Company as shown on said plan;

THENCE North  $37^{\circ}18'24''$  East, along the southeasterly limit of said Parcel A-65, a distance of 988.00 feet to a survey marker placed at an angle therein;

THENCE North  $74^{\circ}11'26''$  East, continuing along the limit of said Parcel A-65, a distance of 22.76 feet to a survey marker placed on the westerly limit of a right-of-way as shown on said plan;

THENCE North  $18^{\circ}23'10''$  West, along the westerly limit of said Parcel A-65, a distance of 64.47 feet to a survey marker placed at an angle therein;

THENCE North  $29^{\circ}53'45''$  West, continuing along the easterly limit of said Parcel A-65, a distance of 255.26 feet to a survey marker placed at an angle therein;

THENCE North  $20^{\circ}19'25''$  West, continuing along the easterly limit of said Parcel A-65, a distance of 255.87 feet to a survey marker placed at an angle therein;

THENCE North  $10^{\circ}55'20''$  West, continuing along the easterly limit of said Parcel A-65, a distance of 167.67 feet to a survey marker placed at an angle therein;

THENCE North  $29^{\circ}42'00''$  West, continuing along the easterly limit of said Parcel A-65, a distance of 3.91 feet to a survey marker placed on the southerly limit of Lot 7 aforesaid;

THENCE North 02°43'42" East, along the southerly limit of said Lot 7, a distance of 360.70 feet to a survey marker;

THENCE South 14°30'19" East, along a westerly limit of said Lot 7, a distance of 802.36 feet to a survey marker;

THENCE South 24°17'24" West, along a limit of said Lot 7, a distance of 92.02 feet to a survey marker;

THENCE South 28°09'29" East, along a westerly limit of said Lot 7, a distance of 913.02 feet to a survey marker placed on the northwesterly limit of Melish Drive as shown on said plan;

THENCE South 00°08'41" West, along the northwesterly limit of said Melish Drive, 226.11 feet to a survey marker placed on the westerly limit of the Old Sackville Road as shown on said plan;

THENCE South 24°15'35" East, along the westerly limit of the Old Sackville Road, 227.06 feet to a survey marker placed at an angle therein;

THENCE South 20°18'27" East, continuing along the westerly limit of the said Old Sackville Road, 120.75 feet to a survey marker placed at the most northerly corner of lands of the Sackville United Baptist Church as shown on said plan;

THENCE South 40°20'46" West, along the northwesterly limit of said Church lands, 143.04 feet to a survey marker found at an angle therein;

THENCE South 22°11'02" West, continuing along the northwesterly limit of said Church lands, 113.02 feet to a survey marker found at the most westerly corner thereof;

THENCE South 22°42'10" East, along the westerly limit of Lot 13 as shown on said plan, 263.78 feet to a survey marker placed at the southwesterly corner thereof;

THENCE South 02°22'35" East, along the southerly limit of said Lot 13, a distance of 150.00 feet to a survey marker placed on the westerly limit of the Old Sackville Road aforesaid;

THENCE South 7°27'25" West, along the westerly limit of said Old Sackville Road, 174.02 feet to a survey marker placed at the beginning of a curve having a radius of 204.85 feet as shown on said plan;

THENCE along said curve to the left, an arc distance of 246.12 feet, chord equivalent being 236.38 feet, measured on a course South  $16^{\circ}04'00''$  East to a survey marker placed at the end of said curve which is also the beginning of a curve having a radius of 322.00 feet as shown on said plan;

THENCE along said last mentioned curve to the left, an arc distance of 44.28 feet, chord equivalent being 44.13 feet, measured on a course South  $43^{\circ}21'25''$  East to the point of commencement;

SUBJECT TO a right-of-way in common with others entitled thereto, over, along and upon a strip of land having a nominal width of 66 feet and being more particularly described as follows:

COMMENCING at a survey marker placed at the intersection of the westerly limit of the Old Sackville Road with the northerly limit of Melish Drive as shown on said plan;

THENCE North  $26^{\circ}38'38''$  West, a distance of 428.83 feet to a point;

THENCE North  $33^{\circ}40'22''$  West, a distance of 314.87 feet to a point;

THENCE North  $16^{\circ}23'10''$  West, a distance of 100.66 feet to a survey marker placed at the most easterly corner of Parcel A-65 as shown on said plan;

THENCE North  $16^{\circ}23'10''$  West, along the easterly limit of said Parcel A-65, a distance of 44.47 feet to a survey marker placed at an angle therein;

THENCE North  $08^{\circ}03'42''$  West, continuing along the easterly limit of said Parcel A-65, a distance of 283.98 feet to a survey marker placed at an angle therein;

THENCE North  $20^{\circ}17'35''$  West, continuing along the easterly limit of said Parcel A-65, a distance of 253.27 feet to a survey marker placed at an angle therein;

THENCE North  $10^{\circ}16'20''$  West, continuing along the easterly limit of said Parcel A-65, a distance of 187.67 feet to a survey marker placed at an angle therein;

THENCE North  $20^{\circ}42'00''$  West, continuing along the easterly limit of said Parcel A-65, a distance of 3.91 feet to a survey marker placed on the southerly limit of Lot 7 as shown on said plan;

- \* Including R.H. Oland Real Estate Limited, Memorial Gardens (Atlantic) Limited, The Board of Trustees of Lindwood Cemetery and all the descendants of the late Colonel Sidney C. Oland and their respective spouses pursuant to certain grants of Right of Way and Licence of Right of Way granted to them by indentures bearing even date herewith.



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THENCE NORTH 60°49'42" EAST, along the southerly limit of said Lot 7, a distance of 68.73 feet to a point;

THENCE SOUTH 10°36'20" EAST, a distance of 104.65 feet to a point;

THENCE SOUTH 20°19'22" EAST, a distance of 268.88 feet to a point;

THENCE SOUTH 09°31'45" EAST, a distance of 317.29 feet to a point;

THENCE SOUTH 18°20'10" EAST, a distance of 222.55 feet to a point;

THENCE SOUTH 30°49'22" EAST, a distance of 308.85 feet to a point;

THENCE SOUTH 25°28'30" EAST, a distance of 477.29 feet to a point on the northeasterly limit of Polish Drive aforesaid;

THENCE SOUTH 40°08'17" WEST, along the last mentioned limit, 48.11 feet to the point of commencement;

ALSO SUBJECT TO a right-of-way in favour of the Nova Scotia Power Corporation for transmission line purposes over, along and upon a strip of land having a perpendicular width of 85 feet, lying 22 feet on either side of the following described centre line:

COMMENCING at a point on the northerly limit of the heretofore described Lot 6 and being distant 52.73 feet, measured on a course South 80°49'42" West, from a survey marker placed at the northeasterly corner of said Lot 6;

THENCE South 27°01'57" East, a distance of 226.91 feet to its intersection with the westerly limit of the heretofore described Lot 6;

ALSO SUBJECT TO a right-of-way in favour of the Nova Scotia Power Corporation for transmission line purposes over, along and upon a strip of land having a perpendicular width of 125 feet and lying 62.5 feet on either side of the following described centre line:

COMMENCING at a point on the northeasterly limit of Highway No. 101, said point being on a curve having a radius of 8,523.88 feet and being distant 139.88 feet, measured on a course South 67°08'10" West from the intersection of the northeasterly limit of said Highway No. 101 with the northeasterly limit of lands of Lucille Castle as shown on said plans;

THENCE North 26°37'31" West, a distance of 1,383.09 feet to the southeasterly limit of Lot 7 as shown on said plan.

**SAVING AND EXCEPTING:**

ALL that certain lot, piece or parcel of land situate lying and being on the west side of a 66' wide Right of Way, Middle Sackville in the County of Halifax, Province of Nova Scotia and shown as Lot 5 on a Plan of Survey of Lots 1, 2 & 5, "Lindwood Estates Subdivision" lands acquired by Adare Developments Limited under conveyance to 2254949 Nova Scotia Limited prepared by Thompson Conn & Associates, dated November 23, 1993, certified by R. E. Humphreys, N.S.L.S., and being more particularly described as follows:

**BEGINNING** at the intersection of the western boundary of a 66' wide right of way with a eastern boundary of the remainder of Lot 6;

**THENCE** along the eastern boundary of the remainder of Lot 6 on a bearing of south 64 degrees, 08 minutes, 38 seconds west for a distance of 397.96 feet to an angle therein;

**THENCE** continuing along the eastern boundary of the remainder of Lot 6 on a bearing of north 27 degrees, 26 minutes, 34 seconds west for a distance of 182.95 feet to the southern boundary of lands conveyed to Memorial Gardens (Atlantic) Limited;

**THENCE** along the southern boundary of Memorial Gardens (Atlantic) Limited on a bearing of north 37 degrees, 18 minutes, 24 seconds east for a distance of 436.40 feet to an angle therein;

**THENCE** continuing along the southern boundary of Memorial Gardens (Atlantic) Limited on a bearing of north 74 degrees, 17 minutes, 24 seconds east for a distance of 22.70 feet to the western boundary of a 66' wide right of way;

**THENCE** along the western boundary of a 66' wide right of way on a bearing of south 18 degrees, 23 minutes, 10 seconds east for a distance of 190.56 feet to an angle therein;

**THENCE** continuing along the western boundary of a 66' wide right of way on a bearing of south 30 degrees, 48 minutes, 22 seconds east for a distance of 188.00 feet to the point of beginning;

**CONTAINING** 122,117 square feet;

**TOGETHER** with a 66' wide Right of Way leading from the Old Sackville Road to the above described lot and shown and mathematically delineated on the above referred to plan;

**BEARINGS** are grid based on the 3 degree N.T.M. projection Central Meridian 64 degrees, 30 minutes west longitude, 1979 adjustment.

**R. E. Humphreys, N.S.L.S.**  
**THOMPSON CONN & ASSOCIATES**  
December 13, 1993

## LOT 2

AND ALSO SAVING AND EXCEPTING:

ALL that certain lot, piece or parcel of land situate lying and being on the west side of Old Sackville Road, Middle Sackville in the County of Halifax, Province of Nova Scotia and shown as Lot 2 on a Plan of Survey of Lots 1, 2 & 3, "Lindwood Estates Subdivision" lands acquired by Adara Developments Limited under conveyance to 2254848 Nova Scotia Limited prepared by Thompson Cann & Associates, dated November 23, 1993, certified by R. E. Humphreys, R.S.L.S., and being more particularly described as follows:

BEGINNING at the intersection of the western boundary of Old Sackville Road with the northern boundary of Lot 1:

THENCE along the northern boundary of Lot 1 on a bearing of south 63 degrees, 18 minutes, 56 seconds west for a distance of 388.40 feet to the eastern boundary of the remainder of Lot 4:

THENCE along the eastern boundary of the remainder of Lot 4 on a bearing of north 17 degrees, 28 minutes, 34 seconds west for a distance of 240.60 feet to an angle thereon:

THENCE continuing along the eastern boundary of the remainder of Lot 4 on a bearing of north 63 degrees, 23 minutes, 22 seconds east for a distance of 198.21 feet to the western boundary of a 66' wide Right of Way:

THENCE along the western boundary of a 66' wide Right of Way on a bearing of south 28 degrees, 18 minutes, 38 seconds east for a distance of 61.66 feet to the northwest corner of Melish Drive:

THENCE along the western boundary of Old Sackville Road on a bearing of south 24 degrees, 19 minutes, 16 seconds east for a distance of 278.32 feet to the point of beginning:

CONTAINING 94,810 square feet:

BEARINGS are grid based on the 2 degree N.T.M. projection Central Meridian 64 degrees, 10 minutes west longitude, 1979 adjustment.



LOT 7

AND ALSO SAVING AND EXCEPTING:

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ALL that certain lot, piece or parcel of land situate lying and being on the north side of Melham Drive, Middle Sackville, in the County of Halifax, Province of Nova Scotia and shown as Lot 7 on a Plan of Survey of Lot 7, "Lindforver Estates Subdivision" subdivisions of lands conveyed to 2284848 Nova Scotia Limited, prepared by Thompson Conn & Associates, dated September 30, 1984, certified by R. E. Humphreys, R.S.L.S., and being more particularly described as follows:

**BEGINNING** at the intersection of the eastern boundary of remaining lands of 2284848 Nova Scotia Limited with the northern boundary of Melham Drive;

**THENCE** along the northern boundary of Melham Drive on a bearing of north 00 degrees, 00 minutes, 41 seconds east for a distance of 188.88 feet to the western boundary of lands conveyed to Stanbury Olds Real Estate Company Limited;

**THENCE** along the western boundary of lands conveyed to Stanbury Olds Real Estate Company Limited on a bearing of north 28 degrees, 59 minutes, 28 seconds west for a distance of 844.00 feet to the eastern boundary of the remaining lands of 2284848 Nova Scotia Limited;

**THENCE** along the eastern boundary of the remaining lands of 2284848 Nova Scotia Limited on a bearing of south 63 degrees, 54 minutes, 04 seconds west for a distance of 173.88 feet;

**THENCE** continuing along the eastern boundary of the remaining lands of 2284848 Nova Scotia Limited on a bearing of south 68 degrees, 22 minutes, 28 seconds west for a distance of 8.00;

**THENCE** continuing along the eastern boundary of the remaining lands of 2284848 Nova Scotia Limited on a bearing of south 24 degrees, 37 minutes, 34 seconds east for a distance of 200.00 feet;

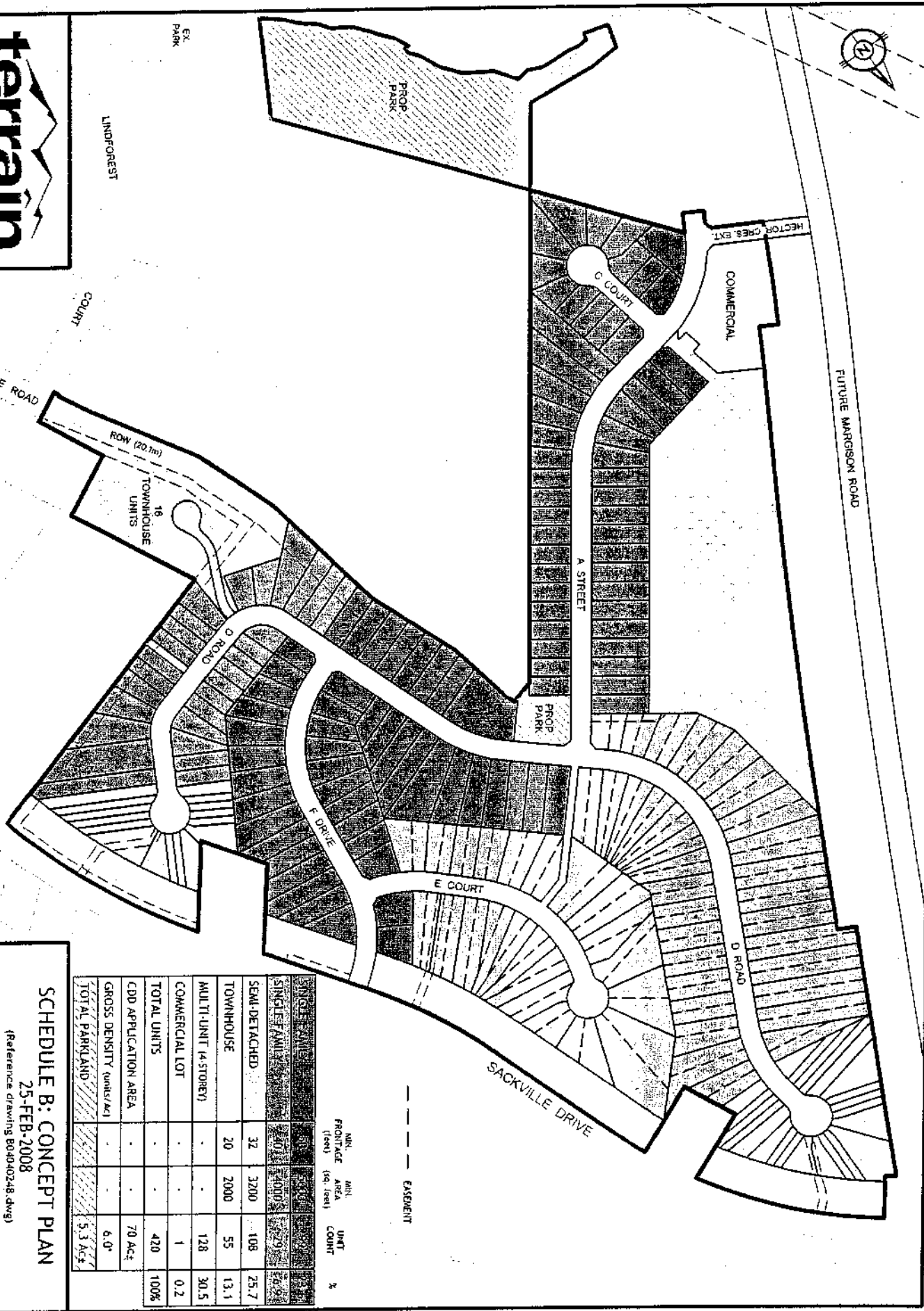
**THENCE** continuing along the eastern boundary of the remaining lands of 2284848 Nova Scotia Limited on a bearing of south 68 degrees, 22 minutes, 28 seconds west for a distance of 6.00 feet;

**THENCE** continuing along the eastern boundary of the remaining lands of 2284848 Nova Scotia Limited on a bearing of south 24 degrees, 37 minutes, 34 seconds east for a distance of 387.88 feet to the point of beginning;

**CONTAINING** 104,078 square feet;

**BEARINGS** are grid based on the 3 degree N.T.M. projection Central Meridian 64 degrees, 30 minutes west longitude, 1979 adjustment.

**TOGETHER** with a right of way over the remaining lands of 2284848 Nova Scotia Limited along a portion of the former Old Sackville Road, to provide ingress and egress to the dwelling to be situated on the above described lot.



|                            | MIN. FRONTAGE AREA (sq. feet) | MIN. AREA (sq. feet) | UNIT COUNT     | %           |
|----------------------------|-------------------------------|----------------------|----------------|-------------|
| SINGLE FAMILY              | 2,000                         | 4,000                | 29             | 6.9%        |
| SEMI-DETACHED              | 32                            | 3,200                | 108            | 25.7%       |
| TOWNHOUSE                  | 20                            | 2,000                | 55             | 13.1%       |
| MULTI-UNIT (4-STORY)       | -                             | -                    | 128            | 30.5%       |
| COMMERCIAL LOT             | -                             | -                    | 1              | 0.2%        |
| <b>TOTAL UNITS</b>         | -                             | -                    | <b>420</b>     | <b>100%</b> |
| CDD APPLICATION AREA       | -                             | -                    | 70 AC±         | -           |
| GROSS DENSITY (units/acre) | -                             | -                    | 6.0*           | -           |
| <b>TOTAL PARKLAND</b>      | -                             | -                    | <b>5.3 AC±</b> | -           |

**SCHEDULE B: CONCEPT PLAN**

25-FEB-2008  
(Reference drawing B04040248.dwg)

**SUNSET RIDGE**  
RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



ANAHID INVESTMENTS LTD.

\*GROSS DENSITY OF CDD APPLICATION AREA ONLY.



FUTURE MARGISON ROAD

COMMERCIAL

PHASE 6

PHASE 7

C COURT

PHASE 4

A STREET

PHASE 3

PHASE 5

D ROAD

E COURT

PHASE 1

F DRIVE

SACKVILLE DRIVE

PROP. PARK

EX. PARK

LINDFOREST

COURT

OLD SACKVILLE ROAD

ROW (20.1m)

D ROAD

PHASE 2



ANAHID INVESTMENTS LTD.

--- PHASE BOUNDARY

SCHEDULE C: PHASING PLAN

25-FEB-2008

(Reference drawing B040-0248.dwg)

SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



FUTURE MARGISON ROAD

COMMERCIAL

HECTOR CREEK ROAD

C COURT

A STREET

PROP PARK

WALKWAY

SACKVILLE DRIVE

PROP PARK

EX PARK

LINDFOREST

COURT

WALKWAY TO WESTLEIGH CHURCH

PRIVATE DRIVEWAY

P ROAD

D DRIVE

E COURT

D ROAD

OLD SACKVILLE ROAD

ROW (20.1m)



ANAHID INVESTMENTS LTD.

1.5m SIDEWALKS/  
1.8m WALKWAYS

### SCHEDULE D: STREETS, SIDEWALKS AND WALKWAY PLAN

25-FEB-2008 (Reference drawing 804040748.dwg)

### SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA





FUTURE MARGISON ROAD

COMMERCIAL

HECTOR CRES. EXT.

C COURT

A STREET

PROP. PARK

E COURT

F DRIVE

D ROAD

SACKVILLE DRIVE

PROP. PARK

EX. PARK

LINDFOREST

COURT

ROW (20.1m)

OLD SACKVILLE ROAD

TREE RETENTION AREA



**SCHEDULE E: TREE RETENTION PLAN**

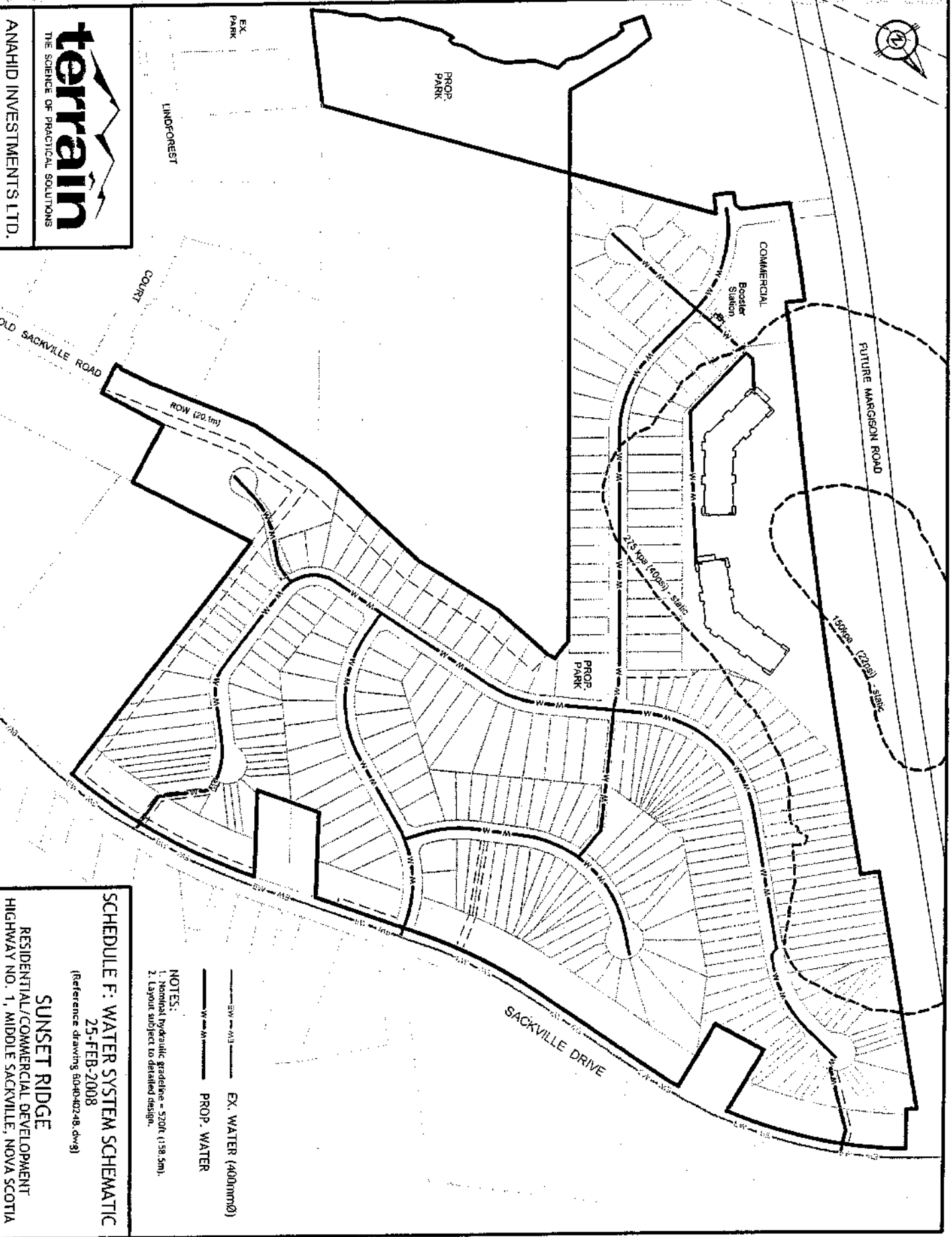
25-FEB-2008  
(Reference drawing 8040402-16.dwg)

**SUNSET RIDGE**

RESIDENTIAL / COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



ANAHD INVESTMENTS LTD.



EX. WATER (400mmØ)

PROP. WATER

- NOTES:
1. Nominal hydraulic grade line = 520ft (158.5m).
  2. Layout subject to detailed design.

**SCHEDULE F: WATER SYSTEM SCHEMATIC**

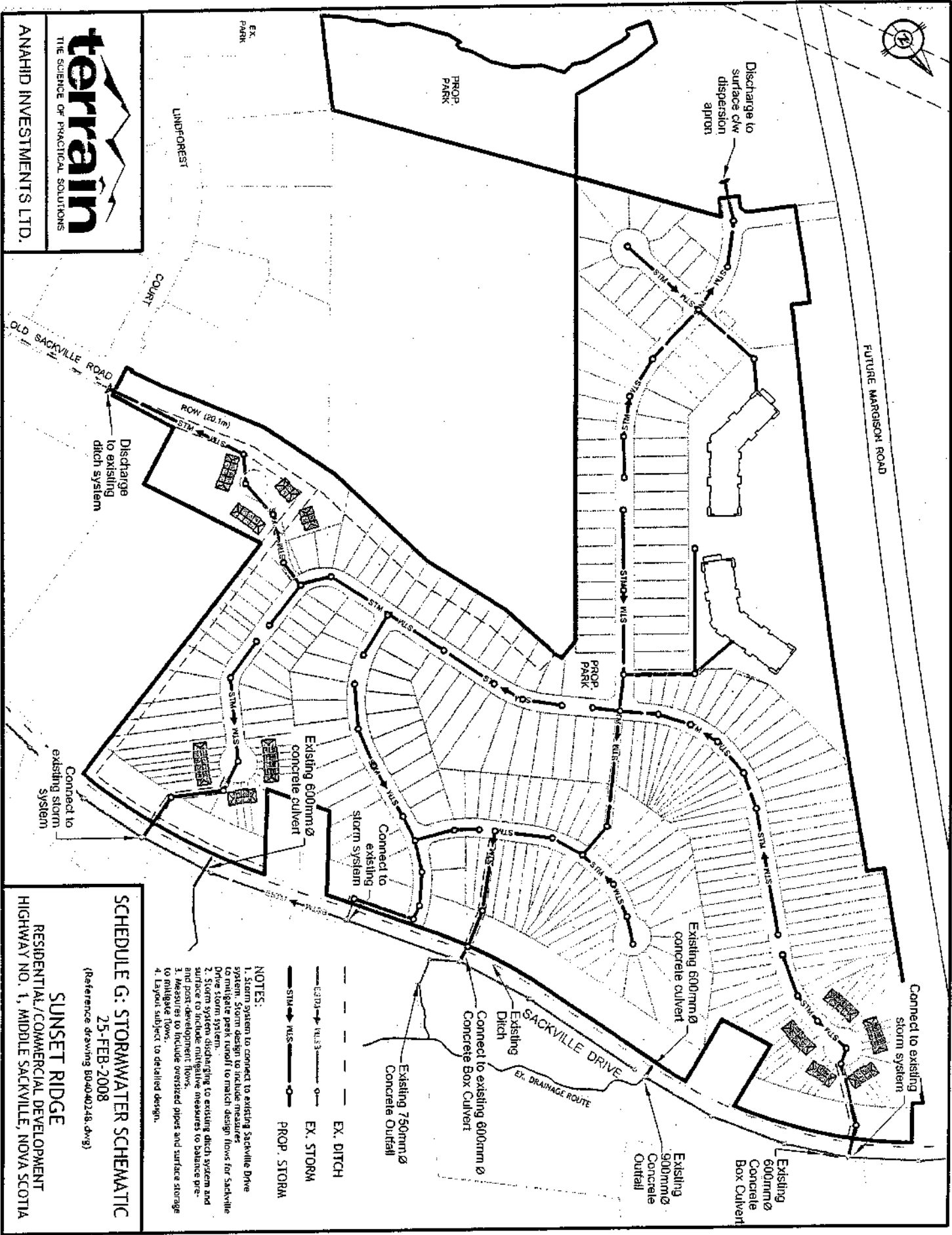
25-FEB-2008  
 (Reference drawing 80404248.dwg)

**SUNSET RIDGE**

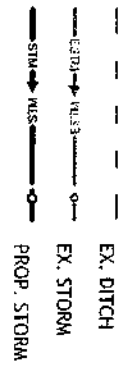
RESIDENTIAL/COMMERCIAL DEVELOPMENT  
 HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



ANAHID INVESTMENTS LTD.



- NOTES:**
1. Storm system to connect to existing Sackville Drive system. Storm design to include measures to mitigate peak runoff to match design flows for Sackville Drive Storm system.
  2. Storm system discharging to existing ditch system and surface to include mitigative measures to balance pre- and post-development flows.
  3. Measures to include oversized pipes and surface storage to mitigate flows.
  4. Layout subject to detailed design.



**SCHEDULE G: STORMWATER SCHEMATIC**

25-FEB-2008  
 (Reference drawing B04040248.dwg)

**SUNSET RIDGE**  
 RESIDENTIAL/COMMERCIAL DEVELOPMENT  
 HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA



**ANAHID INVESTMENTS LTD.**



FUTURE MARGISON ROAD

COMMERCIAL

PROP. PARK

PROP. PARK

EX. PARK

LINDFOREST

Private individual sanitary pumps required for townhouses

ROW (20 m)

OLD SACKVILLE ROAD

COURT

Connect to existing sanitary system

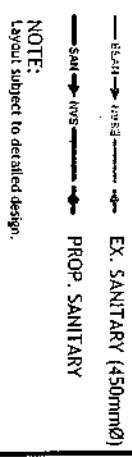
Connect to existing sanitary system

Connect to existing sanitary system

SACKVILLE DRIVE



ANAHD INVESTMENTS LTD.



NOTE:  
Layout subject to detailed design.

### SCHEDULE H: SANITARY SCHEMATIC

25-FEB-2008  
Reference drawing B0-404248.dwg

### SUNSET RIDGE

RESIDENTIAL/COMMERCIAL DEVELOPMENT  
HIGHWAY NO. 1, MIDDLE SACKVILLE, NOVA SCOTIA

## **Schedule I: Architectural Design Criteria for Townhouses and Apartment Buildings**

All townhouse 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 the side of the building.
- (c) Vinyl siding may be utilized to a maximum of seventy percent (70%) on front elevations. Vinyl siding may be permitted along the side and rear of the units.
- (d) 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.
- (e) Any exposed lumber on the front facade of any townhouse shall be painted or stained.
- (f) Any exposed foundation in excess of 1 metre (0.30 feet) shall be architecturally detailed, veneered with stone or brick, painted, stucco, or an equivalent.

Apartment 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 of any apartment building shall be painted or stained.