

## Form 24

**Purpose: To change the registered interest, benefits or burdens**

**(Instrument code: 450)**

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

**(Instrument code: 451)**

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

Registration district:	Halifax	<div>For Office Use</div> <div>HALIFAX COUNTY LAND REGISTRATION OFFICE</div> <div>I certify that this document was registered or recorded as shown here.</div> <div>Kim MacKay, Registrar</div> <div>122257331 LRM ROD <input checked="" type="checkbox"/></div> <div>Document #</div> <div>04 03 2023 1:1:35 MC</div> <div>MM DD YYYY Time</div>
Submitter's user number:	1730	
Submitter's name:	Elias Metlej/McInnes Cooper	

**In the matter of** Parcel Identification Number (PID)

PID: 41077793	PID: 41077785	PID:
PID:	PID:	PID:

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

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

- ☐ Form 24[(s)]
- ☐ Form 8A[(s)]

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

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

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

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

OR

☒ No power of attorney applies to this document

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

The following burdens are to be added and/or removed in the parcel registers:

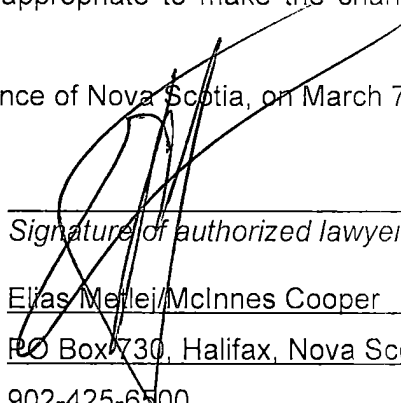
*(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).*

Instrument type	Amendment
<b>Interest holder and type to be removed</b> <i>(if applicable)</i>	
<b>Interest holder and type to be added</b> <i>(if applicable)</i> <i>Note: include qualifier (eg., 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</b> <i>(if applicable)</i>	PO Box 1749 Halifax, NS B3J 3A5
<b>Reference to related instrument in names-based roll/parcel register</b> <i>(if applicable)</i>	Document Number 108211245, 2015
<b>Reason for removal of interest</b> <i>(for use only when interest is being removed by operation of law)</i> <b>Instrument code: 443</b>	

**Certificate of Legal Effect:**

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

**Dated** at Halifax, in the County of Halifax, Province of Nova Scotia, on March 7, 2023.

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

*Name* Elias Metlej/McInnes Cooper

*Address* PO Box 730, Halifax, Nova Scotia, B3J 2V1

*Phone* 902-425-6300

*Email:* elias.metlej@mcinnescooper.com

*Fax:* 902-425-6350

☐ 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.

THIS FIRST AGREEMENT made this

2d day of March

2023

Approved as to Form  
and Authority

mm

Solicitor

BETWEEN:

**8 WALKER AVENUE LIMITED**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Walker Avenue (PID 41077793) and Old Sackville Road (PID 41077785), Lower Sackville, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on September 21, 2015, North West Community Council approved an application to enter into a Development Agreement to allow for a residential/commercial mixed use building on the lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy DB-2(a) of the Sackville Drive Secondary Planning Strategy (Municipal Case 19060), and which said Development Agreement was registered at the Land Registration Office in Halifax on December 4, 2015 as Document Number 108211245 (hereinafter called the "Original Agreement");

AND WHEREAS the Developer has requested amendments to the Original Agreement to allow for changes to the exterior building design on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy DB-2(a) of the Sackville Drive Secondary Planning Strategy and Part 5, Section 1, Subsection (2a) of the Sackville Drive Land Use By-law;

AND WHEREAS the North West Community Council approved this request at a meeting held on December 12, 2022, referenced as Municipal Case 22691;

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

1. Except where specifically varied by this First Amending Agreement, all other conditions and provisions of the Original Agreement as amended shall remain in effect;
2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement, and the Original Agreement.
3. Section 3.1 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold** as follows:

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conform with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Numbers 19060; and 22691:

Schedule A

Legal Description of the Original Land(s)

<del>Schedule B</del>	<del>Site Plan</del>
<del>Schedule B-1</del>	<del>Site Plan</del>
<del>Schedule C</del>	<del>Landscape Plan</del>
<del>Schedule C-1</del>	<del>Landscape Plan</del>
<del>Schedule D</del>	<del>Building Elevation A</del>
<del>Schedule D-1</del>	<del>Building Elevations A (Southwest and Northeast)</del>
<del>Schedule E</del>	<del>Building Elevation B</del>
<del>Schedule E-1</del>	<del>Building Elevations B (Southwest and Northeast)</del>
<del>Schedule F</del>	<del>Building Elevation C</del>
<del>Schedule F-1</del>	<del>Building Elevations A and B (Southeast and Northwest)</del>
<del>Schedule G</del>	<del>Building Elevation D</del>
<del>Schedule H</del>	<del>Building Elevations E1 and E2</del>
<del>Schedule I</del>	<del>Building Elevations F1 and F2</del>

4. The Existing Agreement shall be amended by deleting the following Schedules:

<del>Schedule B</del>	<del>Site Plan</del>
<del>Schedule C</del>	<del>Landscape Plan</del>
<del>Schedule D</del>	<del>Building Elevation A</del>
<del>Schedule E</del>	<del>Building Elevation B</del>
<del>Schedule F</del>	<del>Building Elevation C</del>
<del>Schedule G</del>	<del>Building Elevation D</del>
<del>Schedule H</del>	<del>Building Elevations E1 and E2</del>
<del>Schedule I</del>	<del>Building Elevations F1 and F2</del>

And inserting the following Schedules:

Schedule B-1	Site Plan (attached)
Schedule C-1	Landscape Plan (attached)
Schedule D-1	Building Elevations A (Southwest and Northeast) (attached)
Schedule E-1	Building Elevations B (Southwest and Northeast) (attached)
Schedule F-1	Building Elevations A and B (Southeast and Northwest) (attached)

5. The Existing Agreement shall be amended by deleting all text references to Schedule B, Schedule C, Schedule D, Schedule E, Schedule F, Schedule G, Schedule H, and Schedule I, and replacing them with the respective reference to Schedule B-1 and Schedule C-1, Schedule D-1, Schedule E-1, and Schedule F-1.
6. Subsection 3.3.1 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

**3.3.1 The use(s) of the Lands permitted by this Agreement are as generally illustrated on the Schedules, being the following:**

- (a) A mixed-use building, shown as Building A on Schedules B-1 and C-1, with a maximum of 66 62 dwelling units, not exceeding a height of 4 storeys and having a maximum of 5000 square feet of ground floor commercial retail and service and personal service use;**
- (b) A mixed use building, shown as Building B on Schedules B-1 and C-1, with a maximum of 66 62 dwelling units, not exceeding a height of 4 storeys and having a maximum of 5000 square feet of ground floor commercial retail and service and personal service use; and**
- (c) A basement level parking garage.**

7. Subsection 3.3.2 shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

**3.3.2 Notwithstanding Subsection 3.3.1, the Developer shall be permitted to vary the total number of dwelling units in the buildings by a maximum of 10 percent.**

8. Subsection 3.4.2 shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

**3.4.2 The Developer agrees that the design, form, and exterior materials of the buildings shall, in the opinion of the Development Officer, conform to the Buildings A and B Elevations included with this Agreement as Schedules D-1 through F-1.**

9. Subsection 3.6.2 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

**3.6.2 The underground parking area shall provide a minimum of 149 130 underground spaces.**

10. Subsection 3.6.3 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

**3.6.3 The surface parking area within the internal courtyard shall provide a minimum of 89 70 spaces. Surface parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be surrounded by concrete curbing.**

11. Subsection 3.8.10 of the Original Agreement shall be amended by deleting the text shown in ~~strikeout~~

~~3.8.10 The Landscape Plan shall provide a detailed specific design to mitigate the visual impact of the underground parking entrance accessed at Walker Avenue. Any design response shall not interfere with stopping sight distances.~~

12. Section 6.1 shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

**6.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council in a matter consistent with the requirements of the Halifax Regional Municipality Charter.**

13. Subsection 7.3.1 shall be amended by inserting the text shown in **bold**, as follows:

**7.3.1 In the event that construction has not commenced within three (3) years from the date of registration of this First Amending Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force of effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.**

14. Subsection 7.4.1 shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

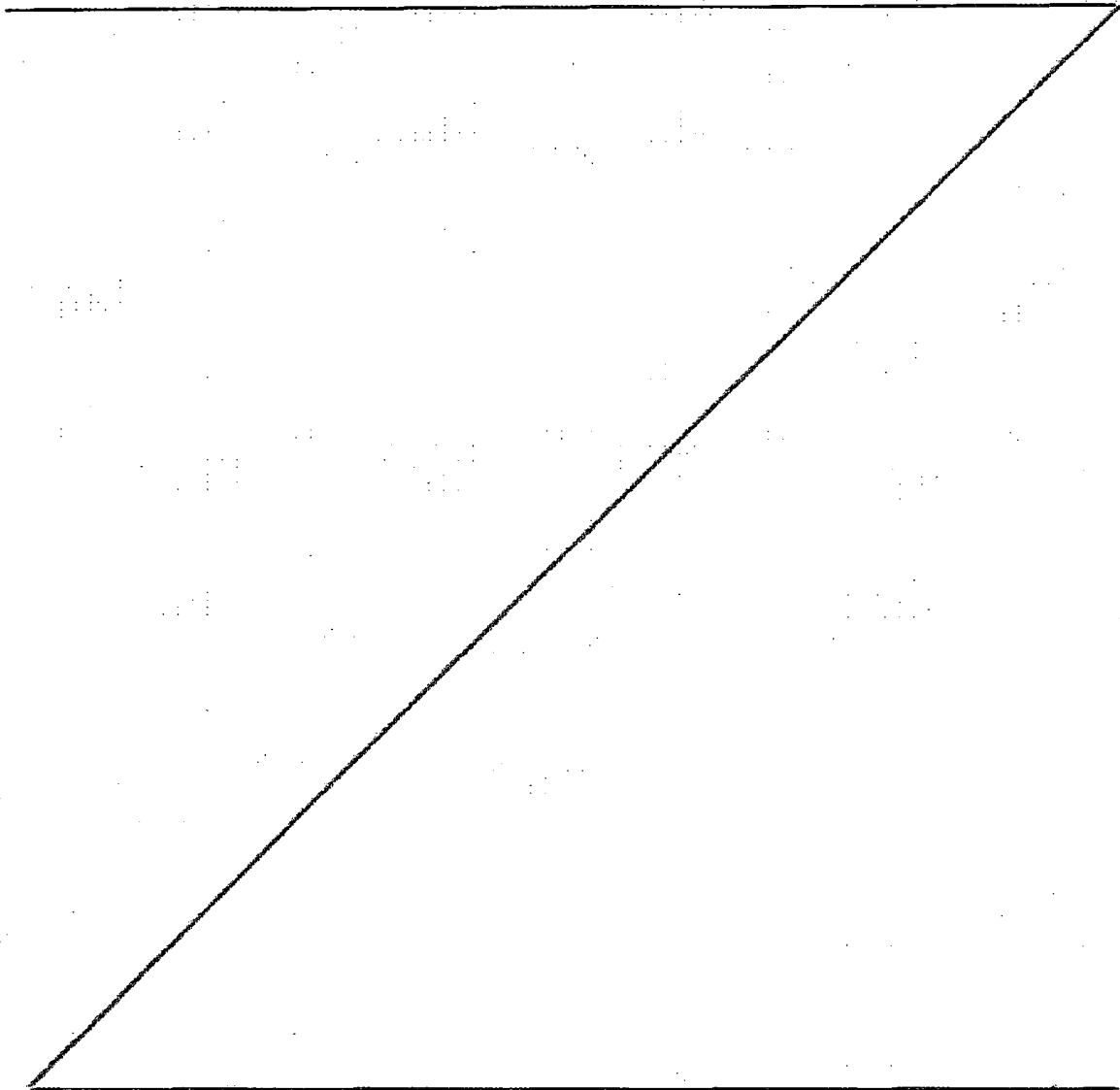
**7.4.1 If the Developer fails to complete the development after eight (8) years from the date of registration of this First Amending Agreement at the Registry of Deeds or Land Registration Office Council the Municipality may review this Agreement, in whole or in part, and may:**

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

15. Subsection 7.4.2 shall be amended by inserting the text shown in bold, as follows:

**7.4.2 Upon the completion of the whole development or complete phases of the development, either Council or the Chief Administrative Officer as directed by the HRM Charter, 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 Secondary Planning Strategy and Land Use By-law for Sackville Drive, as may be amended from time to time.



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

SIGNED  
presence of:

AND DELIVERED in the

8 WALKER AVENUE LIMITED

Witness  
Elias Meleaj

Per:

Name: Joe Ghosn

Position: President

Date: 3/7/2023

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

HALIFAX REGIONAL MUNICIPALITY

Witness

Per:

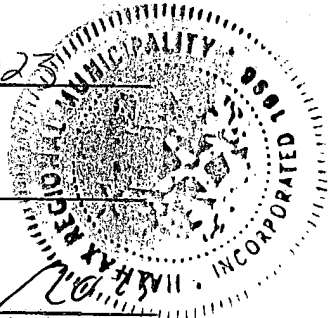
MAYOR

Date signed: 3/27/2023

Per:

MUNICIPAL CLERK

Date signed: 3/29/2023





PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 7 day of March, A.D. 2023, before me, personally came and appeared  
Elias Metelaj, the subscribing witness to the foregoing indenture who having been by  
me duly sworn, made oath and said that 8 Walker Avenue Limited of the parties thereto, signed, sealed  
and delivered the same in his/her presence.



A Commissioner of the Supreme Court  
of Nova Scotia

**PAYTON K. WOOD**  
A Commissioner of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 29 day of March, A.D. 2023, before me, personally came and appeared  
B. St. John & Leslie Neate, the subscribing witness to the foregoing indenture who having been by  
me duly sworn, made oath and said that Mike Savage, Mayor and Iain MacLean Clark of the Halifax  
Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her  
presence.



A Commissioner of the Supreme Court  
of Nova Scotia

**LAMA FARHAT**  
A Commissioner of the  
Supreme Court of Nova Scotia

**LAMA FARHAT**  
A Commissioner of the  
Supreme Court of Nova Scotia

Schedule "A"

PID 41077785  
8 Walker Avenue

Registration County: HALIFAX COUNTY  
Street/Place Name: Walker Avenue / Lower Sackville  
Title of Plan: Plan of Survey of Lots SAM-1AR2A & SAM-1AR2B Subdivision of Lot SAM-1AR2  
Lands Conveyed to 3026255 Nova Scotia Limited.  
Designation on Plan: Lot SAM-1AR2A  
Registration Number of Plan: 35184  
Registration Date of Plan: 2002-06-20

Together with rights with respect to a Service Easement identified as SE-1 affecting the adjoining Lot SAM-1AR2B for the purpose of laying down and constructing drains, pipes for water, sanitary and storm sewer pipes, in, under and upon said easement and of keeping and maintaining the same at all times in good condition and repair, and for the passage of any motor vehicle, machinery, equipment or materials owned by the owner or owners of Lot SAM-1AR2A or by an independent contractor working for the owner or owners of said Lot SAM-1AR2A and for every such purpose by agents, servants, employees and workmen providing that upon completion of any excavation necessary for such work the owner or owners of Lot SAM-1AR2A shall with all reasonable dispatch restore the land as nearly as possible to its previous condition; said Easement SE-1 containing an area of 3,102 square feet and being mathematically delineated on the above referred to Plan.

Together also with rights with respect to a Service Easement identified as SE-2 affecting the adjoining lot SAM-1AR2B for the purpose of laying down and constructing electrical and communication lines, in, under and upon said easement and of keeping and maintaining the same at all times in good condition and repair, and for the passage of any motor vehicle, machinery, equipment or materials owned by the owner or owners of Lot SAM-1AR2A or by an independent contractor working for the owner or owners of said Lot SAM-1AR2A and for every such purpose by its agents, servants, employees and workmen providing that upon completion of any excavation necessary for such work the owner or owners of Lot SAM-1AR2A shall with all reasonable dispatch restore the land as nearly as possible to its previous condition; said Easement SE-2 containing an area of 3,105 square feet and being mathematically delineated on the above referred to Plan.

Subject to an agreement with Halifax Regional Municipality registered on December 4, 2015 as document number 108211245.

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

Compliance:

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

Registration District: HALIFAX COUNTY  
Registration Year: 2002  
Plan or Document Number: 35184

PID 41077793  
732 Old Sackville Road

Registration County: HALIFAX COUNTY  
Street/Place Name: Walker Avenue & Old Sackville Road / Lower Sackville  
Title of Plan: Plan of Survey of Lots SAM-1AR2A & SAM-1AR2B Subdivision of Lot SAM-1AR2  
Lands Conveyed to 3026255 Nova Scotia Limited.  
Designation on Plan: Lot SAM-1AR2B  
Registration Number of Plan: 35184  
Registration Date of Plan: 2002-06-20

Subject to rights in favour of the owner or owners, their heirs, successors, or assigns of the adjoining Lot SAM-1AR2A with respect to a Service Easement identified as SE-1 for the purpose of laying down and constructing drains, pipes for water, sanitary and storm sewer pipes, in, under and upon said easement and of keeping and maintaining the same at all times in good condition and repair, and for the passage of any motor vehicle, machinery, equipment or materials owned by the owner or owners of Lot SAM-1AR2A or by an independent contractor working for the owner or owners of said Lot SAM-1AR2A and for every such purpose by agents, servants, employees and workmen providing that upon completion of any excavation necessary for such work the owner or owners of Lot SAM-1AR2A shall with all reasonable dispatch restore the land as nearly as possible to its previous condition; said Easement SE-1 containing an area of 3.102 square feet and being mathematically delineated on the above referred to Plan.

Subject also to rights with respect to a Service Easement identified as SE-2 in favour of the owner or owners, their heirs, successors or assigns of the adjoining Lot SAM-1AR2A for the purpose of laying down and constructing electrical and communication lines, in, under and upon said easement and of keeping and maintaining the same at all times in good condition and repair, and for the passage of any motor vehicle, machinery, equipment or materials owned by the owner or owners of Lot SAM-1AR2A or by an independent contractor working for the owner or owners of said Lot SAM-1AR2A and for every such purpose by agents, servants, employees and workmen providing that upon completion of any excavation necessary for such work the owner or owners of Lot SAM-1AR2A shall with all reasonable dispatch restore the land as nearly as possible to its previous condition; said Easement SE-2 containing an area of 3,105 square feet and being mathematically delineated on the above referred to Plan.

Subject to an agreement with Halifax Regional Municipality registered on December 4, 2015 as document number 108211245.

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

Compliance:

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

Registration District: HALIFAX COUNTY  
Registration Year: 2002  
Plan or Document Number: 35184

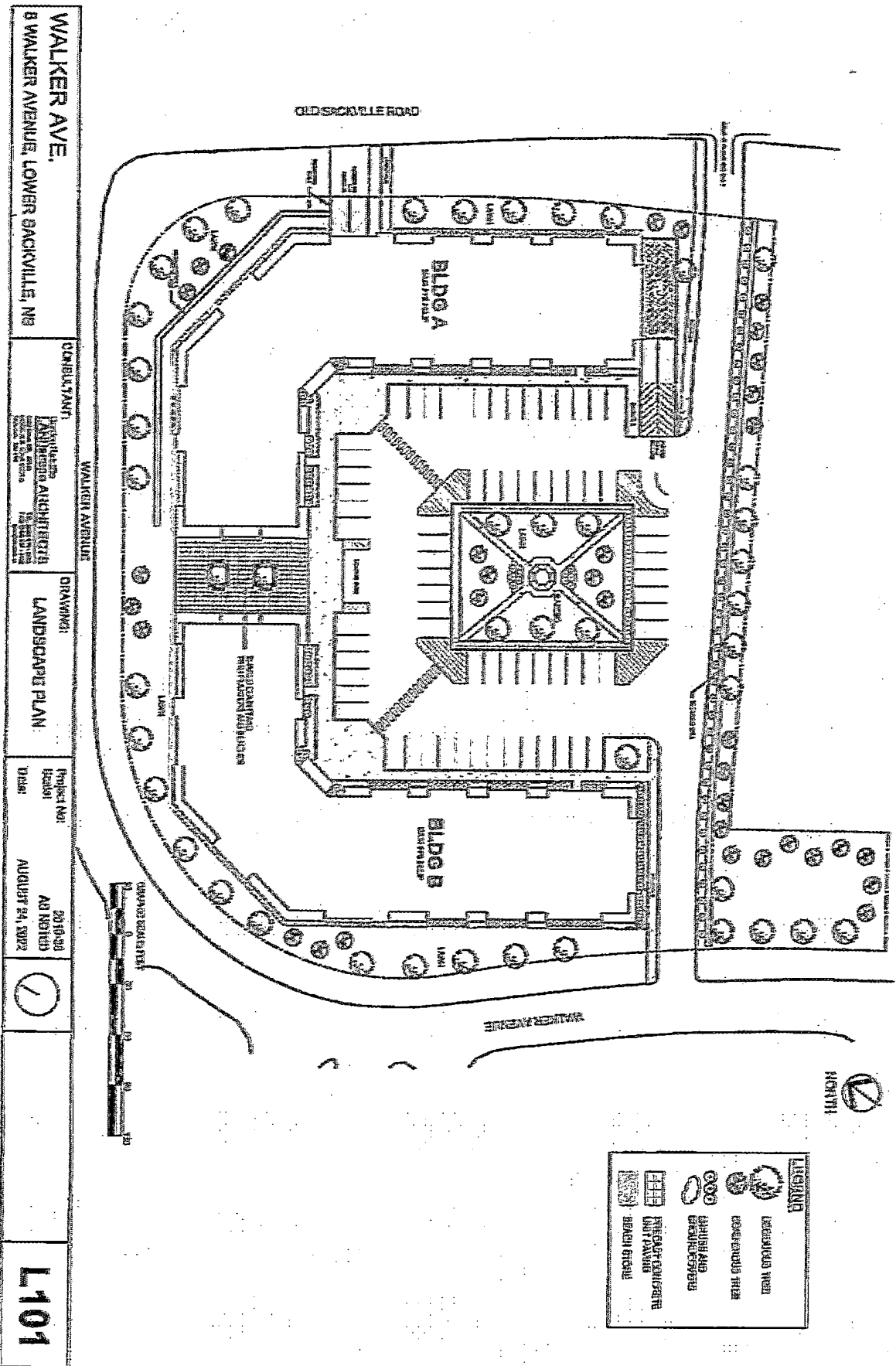
The site plan for Schedule B-1 shows a complex of three main buildings: BLDG A (14,400 sq. ft.), BLDG B (14,400 sq. ft.), and a central common open space (14,400 sq. ft.). The common open space contains several rooms, including a lounge, a meeting room, a kitchen, a dining area, and a bar. It also features a central courtyard with a fountain and a large open area for outdoor seating. The buildings are surrounded by parking areas and a perimeter wall. The plan is oriented with Walker Avenue to the north and Old Sacramento Road to the south.

Payment No: 2019-39  
 Expiry: 11000  
 Date: 21-Aug-22 04:03:31 AM

**WM FARE'S**  
**ARCHITECTS**

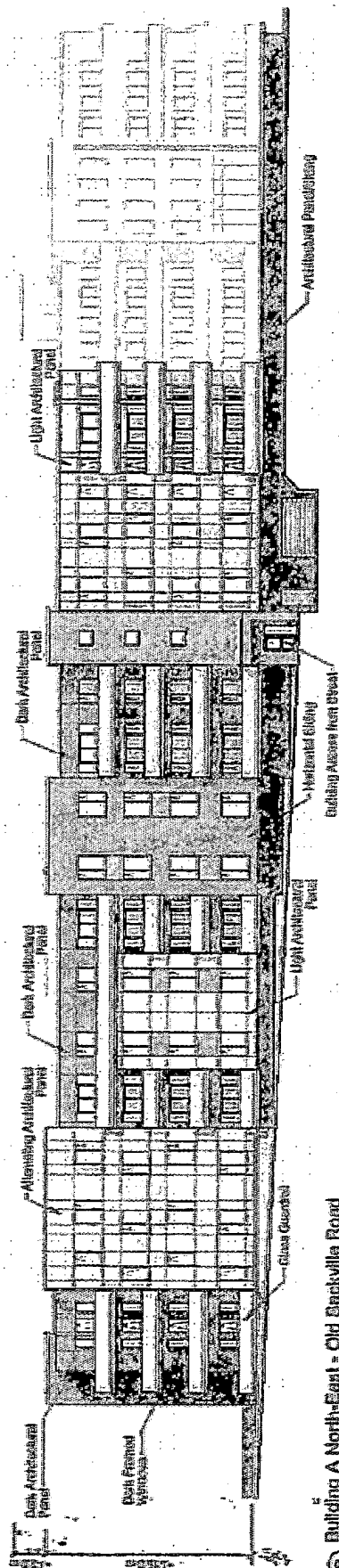


# Schedule C-1 Landscape Plan



[illegible]

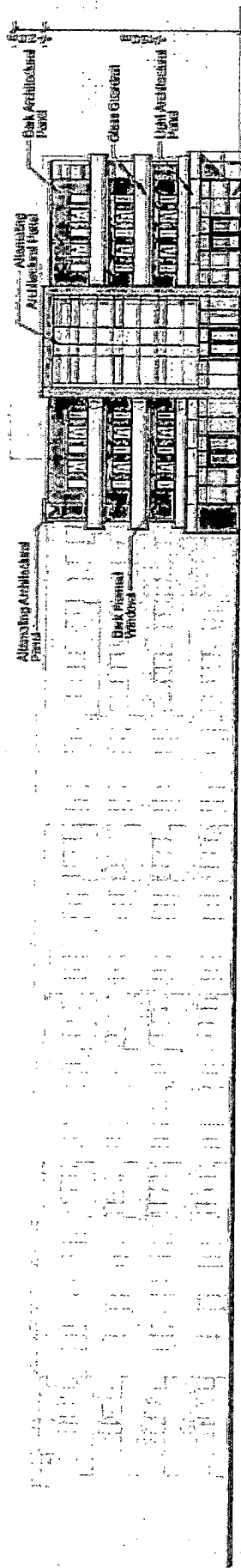
① Building A South-West - Interior Courtyard  
3/64" = 1'-0"



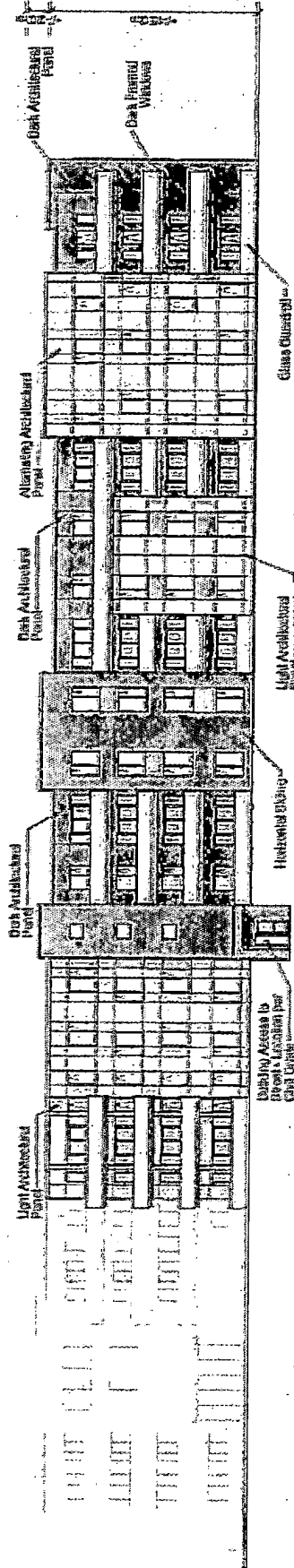
② Building A North-East - Old Backville Road  
3/64" = 1'-0"

<p><b>WALKER AVE.</b> 8 WALKER AVENUE, SACKVILLE NS</p>	<p><b>ELEVATION</b></p>	<p>Project No: 888888</p> <p>Date: 01/01/2011</p>	<p>2010-03 08:41 to 1:07</p> <p>22 JUN 22 08:00 AM</p>	<p><b>WM FARES</b> ARCHITECTS</p>	<p><b>D7</b></p>
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# Schedule E-1 Building Elevations B (Southwest and Northeast)



3 Building B North-East - Interior Courtyard  
3/64" = 1'-0"



4 Building B South-West - Walker Avenue  
3/64" = 1'-0"

<p><b>WALKER AVE.</b> 8 WALKER AVENUE, SACKVILLE NB</p>	<p>ELEVATION</p>	<p>Project No: 0010-30 0010-30-1-01 22-JUL-22 9:15:40 AM</p>	<p><b>WM FARES</b> ARCHITECTS</p>	<p><b>D8</b></p>
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