

Form 24

Purpose: To change the registered interest, benefits or burdens

(Instrument code: 450)

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

(Instrument code: 451)

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

Registration district:	Halifax
Submitter's user number:	1730
Submitter's name:	Elias Metlej/McInnes Cooper

For Office Use

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

121841481

Document#

12 28 2002

MM DD YYYY

LR ROD

10:54a

Time

In the matter of Parcel Identification Number (PID)

00165878		

(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	Agreement re Use of Land
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (eg., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality – Party to Agreement (Burden)
Mailing address of interest holder to be added <i>(if applicable)</i>	PO Box 1749 Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

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 October 8th, 2021.

Original Signed

Signature of authorized lawyer

Name Elias Metlej/McInnes Cooper

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

Phone 902-425-6500

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 AGREEMENT made this 16 day of December, 2021,

BETWEEN:

MAXWELL PROPERTIES 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")

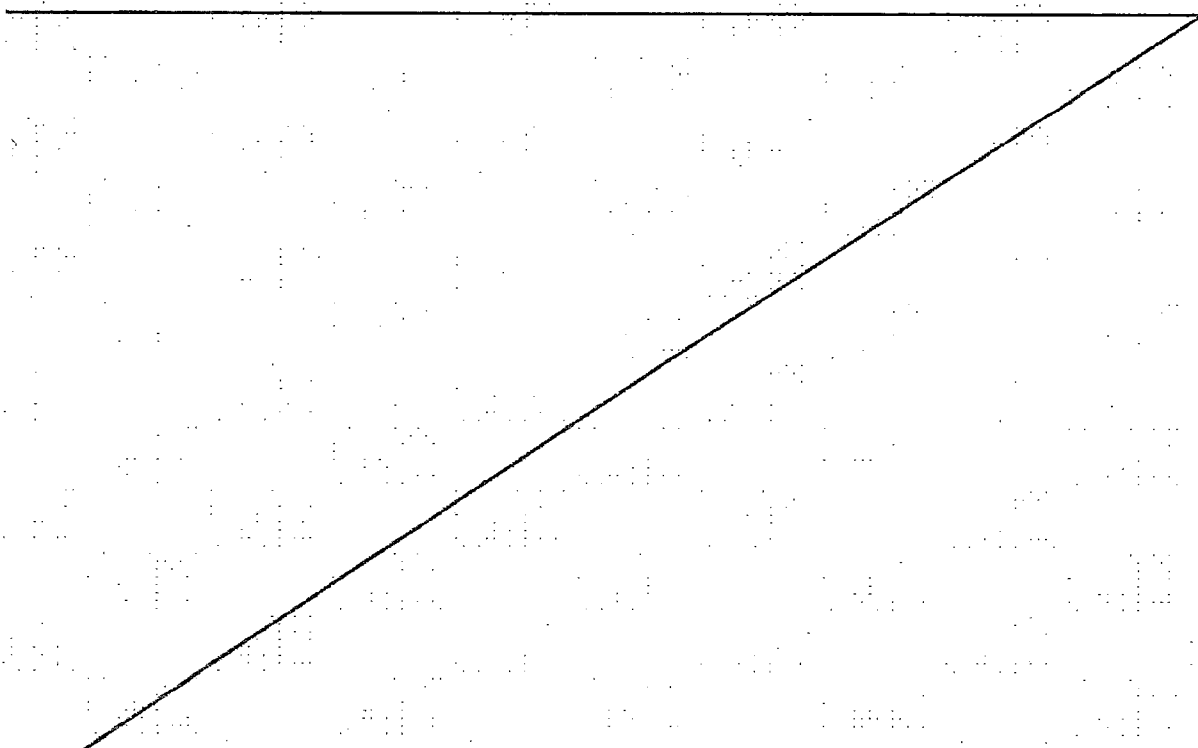
OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located on Quinpool Road and which said lands are more particularly described in Schedule A hereto (hereinafter called the lands hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for mixed-use, high density residential development on the Lands pursuant to the provisions of the Halifax Regional Municipality Charter, pursuant to Policy 10.25 and 10.26 of the Regional Centre Secondary Municipal Planning Strategy, and pursuant to Section XVI, Policy 10.2.1 of the Municipal Planning Strategy for Halifax and Subsection 95(11) of the Land Use By-law for Halifax Peninsula in effect on July 20, 2019;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on August 24th, 2021, referenced as Municipal Case Number 20520;

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



PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

1.1.1 Subject to Subsection 1.1.2, the Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.1.2 The Lands may be developed and used in accordance with and subject to the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

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

1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law 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

1.5.1 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

1.6.1 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.

1.7 Lands

1.7.1 The developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

- a) "Amenity Space" means indoor or outdoor spaces designed for leisure or recreational activities by the occupants of a building;
- b) "Commercial Parking" means a parking structure, or any portion thereof, where parking spaces can be leased by the public;
- c) "Height" as pertaining to any building, means, the vertical distance of the highest point of the roof above the mean grade of the finished ground adjoining the building;
- d) "Micro Brewery" means a craft brewery primarily engaged in the production and packaging of less than 15,000 hectolitres per year of specialty or craft beer, ale, or other malt beverages. The facility may include accessory uses such as retail sale, wholesale, tours and events, or hospitality rooms where beverages produced at the facility can be sampled;
- e) "Micro Distillery" means a craft distillery primarily engaged in the production and packaging of less than 75,000 litres per year of liquor and spirits, other than wine and beer. The facility may include accessory uses such as retail sale, wholesale, tours and events, or hospitality rooms where beverages produced at the facility can be sampled;
- f) "Streetwall" means the wall of a building or portion of a wall facing a streetline that is below the height of a specified setback or angular plane, excluding minor recesses for elements such as doorways or intrusions such as bay windows;
- g) "Streetwall Height" means the vertical distance between the top of the streetwall and the streetline grade, extending across the width of the streetwall;
- h) "Streetwall setback" means the distance between the streetwall and the streetline;
- i) "Streeline" means the lot line between the street and an abutting lot;
- j) "Streetline Grade" means the elevation of a streetline at a point that is perpendicular to the horizontal midpoint of the streetwall. Separate streetline grades shall be determined for each streetwall segment that is greater than 20 metres in width or part thereof; and
- k) "Work-live Unit" means buildings or spaces within buildings that are designed for both commercial and residential purposes.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 Unless otherwise provided for in the text of this Agreement, the Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with the following Schedules, which form a part of this Agreement and are attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20520:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan and Setback Framework
Schedule C	Site Plan and Setback Framework, with Parking
Schedule D	Building Elevations
Schedule E	Building Elevations, Quinpool Road Parking

3.2 Requirements Prior to Approval

3.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

(a) Have been issued a Grade Alteration Permit in accordance with By-law G-200, the *Grade Alteration By-law*, as amended from time to time.

3.2.2 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 the Municipality has indicated that the building or portions of the building are safe for habitation.

3.2.3 No final Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 Subject to Subsection 3.3.2, the use(s) of the Lands permitted by this Agreement are the following:

- a) residential uses;
- b) restaurants and licensed alcohol establishments, excluding cabarets and lounges;
- c) micro brewery or micro distillery;
- d) banks and office uses, up to 4,000 square metres;
- e) retail uses;
- f) commercial recreation uses;
- g) personal and professional services;
- h) daycares;
- i) institutional uses;
- j) medical clinics and medical offices;
- k) cultural uses;
- l) work-live units;
- m) commercial parking;
- n) any other use permitted by the Land Use By-law, as amended from time to time; and
- o) any use accessory to any of the foregoing uses.

3.3.2 The following uses are not permitted to front on Pepperell Street:

- a) restaurants and licensed alcohol establishments;
- b) micro brewery or micro distillery;
- c) banks and office uses;
- d) retail uses and pharmacies; and
- e) commercial recreation uses.

3.3.3 At least thirty percent of the total number of dwelling units, rounded up to the nearest full number, shall include two or more bedrooms.

3.4 Siting, Massing, Height and Other Architectural Requirements

3.4.1 The building's siting, massing, and height shall be in accordance with Schedule B and Schedule D, unless the Developer opts to provide a parking entrance from Quinpool Road, in which case the building's siting, massing, and height shall be in accordance with Schedule C and Schedule E.

3.4.2 Subject to Subsection 3.4.3, no building will be constructed or altered so that it exceeds a maximum height of 27 metres.

3.4.3 A penthouse containing mechanical equipment, elevator overruns, common amenity space and up to 2 dwelling units is permitted to exceed the maximum building height, subject to the following conditions:

- a) the height of the penthouse shall be limited to 6 metres (19.5 feet) above the maximum roof height;
- b) the penthouse shall be limited to a maximum of 30 percent of the roof area; and
- c) the penthouse shall be located as shown on Schedule B, Site Plan and Setback Framework.

3.4.4 The building's exterior design shall be generally in accordance with Schedule D, or if the Developer opts to provide a parking entrance from Quinpool Road, the building's exterior design shall be generally in accordance with Schedule E of this Agreement. The Development Officer may permit changes to the following elements as shown on Schedule D or Schedule E, provided the height and size of the building do not increase:

- a) the number of windows and doors and their placement and size;
- b) the number of balconies and their placement and size;
- c) the number of at-grade commercial units and their size, and
- d) the number of signs and their placement and size.

Maximum Streetwall Height

3.4.5 Subject to Subsections 3.4.7 and 3.4.8, the maximum streetwall height facing Pepperell Street shall be 3 storeys.

3.4.6 Subject to Subsections 3.4.7 and 3.4.8, the maximum streetwall height facing Quinpool Road shall be 3 storeys.

3.4.7 Up to 20 percent of the streetwall may exceed the maximum streetwall height.

3.4.8 The maximum streetwall height may be exceeded by a glass guard and railing system to allow for the safe use of podiums and rooftops.

Setbacks and Stepbacks

3.4.9 The building's minimum streetwall setbacks shall be as shown on Schedule B.

3.4.10 The building's minimum setbacks from side and rear property lines shall be as shown on Schedule B.

3.4.11 The minimum building stepbacks shall be as shown on Schedule B.

3.4.12 Upper floors of the building shall stepback as shown on Schedule B.

3.4.13 Subject to Subsection 3.4.14, building stepbacks above the streetwall must be open and unobstructed except for railings, bay windows, eaves, gutters, downspouts, cornices or balconies.

3.4.14 Balconies and bay windows may project into the stepbacks above the streetwall, provided that:

- a) the total horizontal width of the balconies and bay windows on any one storey is not more than 40 percent of the width of the building wall; and
- b) balcony depth does not project more than 2 metres past the building face.

Streetwall Design

3.4.15 The ground floor facing Quinpool Road shall have a minimum floor to ceiling height of 3.5 metres.

3.4.16 If the building's streetwall width exceeds 18 metres, the ground floor of the streetwall must incorporate distinct changes in articulation, in increments of no more than 18 metres, measured horizontally. Changes in articulation may include:

- a) changes to front setbacks, or the use of recesses or projections;
- b) use of columns or contrasting façade materials or treatments; and
- c) building entrances.

3.4.17 At least half of the horizontal length of the ground floor streetwall facing Quinpool Road shall be composed of commercial units generally as shown on Schedule D, or Schedule E if the Developer opts to provide a parking entrance off Quinpool Road. The balance of the streetwall may be composed of residential lobbies, building entrances or units with at-grade entrances, which shall be designed to meet the requirements of Subsection 3.4.18 a) to c).

3.4.18 The ground floor facing Pepperell Street shall include units with at-grade entrances, as generally shown on Schedule D. At-grade dwelling units that have exterior entrances fronting on a public street shall be designed as follows:

- a) the ground floor will be set above the sidewalk grade;
- b) the entrance will open directly onto an individual porch, patio or stoop, which is connected directly to the sidewalk by a stairway or ramp; and
- c) a wall, planter or fence of up to 1.25 metres in height may be placed between the sidewalk and the porch, stoop or patio. Above 1.25 metres, a glass railing may be used if needed.

External Building Appearance

3.4.19 All cladding materials shall be durable and have an architectural finish.

3.4.20 The following cladding materials are prohibited:

- a) vinyl siding;
- b) plywood.
- c) unfinished concrete block or cinder block;
- d) exterior insulation and finish systems where stucco is applied to rigid insulation; and
- e) darkly tinted or mirrored glass (not including spandrel panels or balcony railings).

3.4.21 Utility connections, fill pipes, exhaust vents, and ventilators shall be screened from view.

3.4.22 Mechanical and electrical systems (HVAC, exhaust fans, generators etc.) shall be screened from view.

3.5 General Requirements

Permitted Encroachments into Yards

3.5.1 The following structures are permitted encroachments into any required yard:

- a) Wheelchair ramps, uncovered patios, walkways, lifting devices, and steps;
- b) Eaves, gutters, downspouts, cornices, solar collectors and other similar features may project up to 0.9 metres from the building face;
- c) Window bays may project up to 2 metres from the building face; and
- d) Mechanical and electrical systems may project up to 0.9 metres from the building face, subject to Subsection 3.4.22.

Waste Management

3.5.2 All refuse and recycling materials shall be contained within a building.

3.5.3 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time. This designated space for five (5) waste containers shall be shown on the building plans and approved by the Development Officer.

Parking, Driveways and Garage Entrances

- 3.5.4 Surface parking lots are prohibited. A maximum of 12 at grade parking spaces and a driveway opening onto Quinpool Road may be permitted, subject to the following:
- the parking spaces are internal to the building's structure, as shown on Schedule C, Site Plan and Setback Framework, with Parking;
 - the driveway is located opposite of Harvard Street, as shown on Schedule C, and is deemed acceptable by the Development Engineer;
 - the parking spaces are screened from Quinpool Road as shown on Schedule E, Building Elevations, Quinpool Road Parking.

3.5.5 Commercial parking is permitted.

3.5.6 Driveway and loading access shall be off Pepperell Street. Garage entrances may face Pepperell Street. Any garage entrances shall be setback from the streetwall facing Pepperell, and shall be generally designed as shown in Schedule B.

Bicycle Parking

3.5.7 The development shall comply with the bicycle parking provisions of the applicable Land Use By-law, as amended from time to time.

Landscaping

3.5.8 Subject to Subsection 3.5.12, all yards shall be landscaped as follows:

- landscaped areas shall include soft landscaping materials, which may include grass, planting beds, shrubs and trees; and
- landscaped areas to be used for outdoor amenity space or walkways may include hard landscaping materials such as pavers, tile, concrete, stone or wood.

3.5.9 Areas required for vehicle access do not need to be landscaped.

3.5.10 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscape Plan which complies with the landscaping provisions of this Agreement. The Landscape Plan shall be prepared by an Architect or a Landscape Architect and shall comply with all provisions of this section.

3.5.11 Prior to issuance of the final Occupancy Permit, the Developer shall submit to the Development Officer photos showing completed landscaping and a letter prepared by an Architect or a Landscape Architect certifying that all landscaping has been completed according to the terms of this Agreement.

3.5.12 Notwithstanding Subsection 3.5.8, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the final Occupancy Permit, the Developer may supply 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 final Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

Amenity Space

3.5.13 The building shall provide amenity space at a rate of 5 square metres per dwelling unit. Amenity space may be provided in the form of unit patios, unit balconies or terraces, rooftop balconies or terraces, and shall include interior amenity space. Interior amenity space shall include one of the following common elements:

- fitness room of a minimum size of 40 square metres; or
- community room of a minimum size of 40 square metres.

Signs

3.5.14 Any persons carrying on a use permitted in this Agreement may place upon the front of the building signage that complies with the following:

- where signs are illuminated, they shall be illuminated in such a manner not to cause a glare or hazard to motorists, pedestrians or neighbouring premises;
- projecting signs shall not exceed 1 square metre in area, per sign;
- fascia signs shall not extend beyond the extremities of a wall on which they are affixed;
- maximum combined size of fascia signs on the wall of a building shall be no greater than 10 percent of the total area of said wall;

- e) aggregate area of all window signs shall not exceed 25 percent of the window, or glass area of a door, to which they are affixed;
- f) signs on awnings shall not cover more than 25 percent of the area of the awning, and the length of the text shall not exceed 80 percent of the length of the front valance; and
- g) no signs shall be permitted on the roof of a building.

3.6 Additional Requirements

3.6.1 Lighting shall use full cut-off light fixtures and shall only be directed to driveways, parking areas, loading areas, building entrances and walkways. Accent lighting of building elements is permitted.

3.6.2 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 buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

3.6.3 Temporary construction buildings shall be permitted on the Lands for housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction buildings shall be removed from the Lands prior to the issuance of the Occupancy Permit.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

4.2 Off Site Disturbance

4.2.1 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.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

5.1.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) Changes to architectural requirements that do not impact the massing of the building or reduce the building setbacks;
- (b) Changes to building lighting and illumination;
- (c) Changes to landscaping and sign requirements;
- (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (e) The length of time for the completion of the development as identified in Section 7.4 of this Agreement;

6.1.2 Amendments may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter* and the *Regional Centre Secondary Municipal Planning Strategy*.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

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

7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit.

7.4 Completion of Development

7.4.1 Upon the completion of the whole development or completion of 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 applicable Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

7.4.2 In the event that development on the Lands has not been completed within 6 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

7.4.3 For the purpose of this section, completion of development shall mean completion of the exterior structure of the building.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after 6 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

8.1.1 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. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

8.2 Failure to Comply

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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any 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.

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

SIGNED, SEALED AND DELIVERED in the

Original Signed

ELIAS A. METLEJ
A Barrister of the Supreme
Court of Nova Scotia

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

Original Signed

Witness

Original Signed

Witness

MAXWELL PROPERTIES LIMITED.

Original Signed

F

Print Name: John Lawer

Print Position: President

HALIFAX REGIONAL MUNICIPALITY

Original Signed

MAYOR

Original Signed

MUNICIPAL CLERK

Iain MacLean



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 8 day of OCTOBER, A.D., 2021, before me, the subscriber personally came and appeared ELIAS METLET a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that MAXWELL PROPERTIES LIMITED, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

TEDDY J. COMEAU
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 16 day of December, A.D., 2021, before me, the subscriber personally came and appeared Devyn Carter & Leslie Neato the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Ian Maclean, Municipal Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

Original Signed

Iain KV

A Commissioner of the Supreme Court
of Nova Scotia

KRISTA VINING
A Commissioner of the
Supreme Court of Nova Scotia

Schedule "A"

ALL that certain lot, piece or parcel of land situate, lying and being on the southern side of Quinpool Road, between Preston Street and Oxford Street, in the City of Halifax, being lot Nos. 2, 3, 4, 5, 6, 7, 8 and 9, as shown on the plan entitled Subdivision of Quinpool Road School Property dated August 19th, 1953, and signed by A.C. Harris, Commissioner of Works, and being on file in the Office of the said Commissioner of Works as Plan No. 00-6-12526, copy of the said plan being also on file in the Office of the Registrar of Deeds as Plan # 2057, the said lands being more particularly described as follows:

BEGINNING at a point on the southern official street line of Quinpool Road distant eastwardly 132 feet from the intersection of the said southern official street line of Quinpool Road and the eastern official street line of Oxford Street, said point of beginning being also the northeast corner of lands now or formerly owned by Byblos Holdings Limited;

THENCE eastwardly along the said southern official street line of Quinpool Road for a distance of 236 feet, more or less, or to the northwestern corner of lands now or formerly owned by Scotts Trustee Corp.;

THENCE southwardly along the western boundary line of said lands now or formerly owned by Scotts Trustee Corp. for a distance of 199 feet, more or less, to the northern official street line of Pepperell Street;

THENCE westwardly along the northern official street line of Pepperell Street for a distance of 124.95 feet, more or less, or to the south east corner of lands now or formerly owned by Shaar Shalom Congregation;

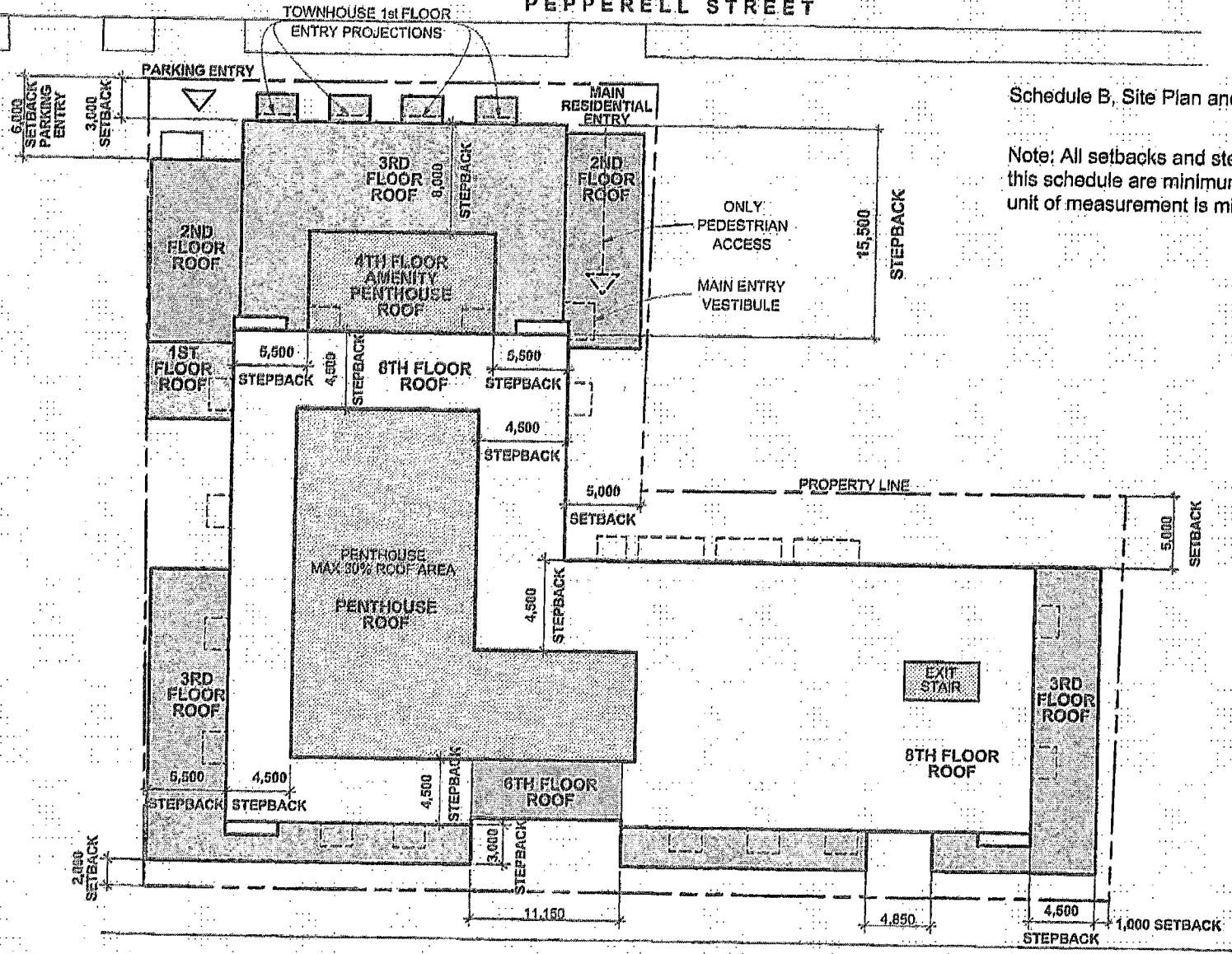
THENCE northwardly along the eastern boundary line of said lands now or formerly owned by the Shaar Shalom Congregation for a distance of 100 feet more or less or to the southern boundary line of lands conveyed by Dominion Stores Limited by deed bearing date March 16, 1954;

THENCE westwardly along the southern boundary line of lands conveyed by Dominion Stores Limited by deed bearing date March 16, 1954 a distance of 114 feet, more or less or to the south east corner of lands now or formerly owned by Byblos Holdings Limited;

THENCE northwardly along the eastern boundary line of said lands now or formerly owned by Byblos Holdings Limited, for a distance of 100 feet more or less or to the place of beginning.

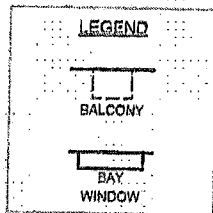
THE above described lands intended to be a consolidation of the first and second lots of those lands formerly conveyed from Dominion Stores Limited to Sun Life Assurance Company of Canada, by deed registered at the Office of the Registrar of Deeds, Halifax, NS on August 2, 1957 in Book 1482 at Page 719.

PEPPERELL STREET



Schedule B, Site Plan and Setback Framework

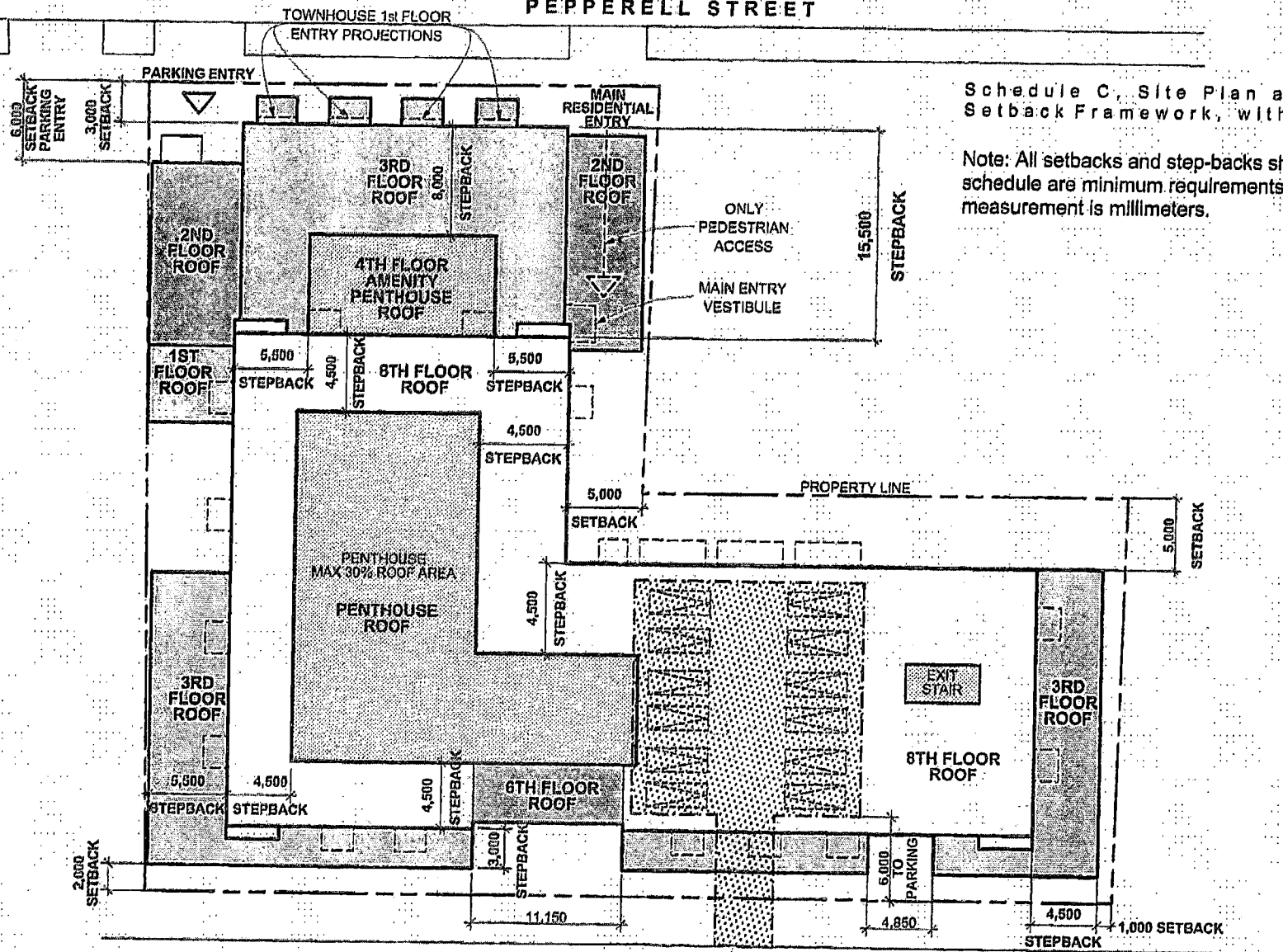
Note: All setbacks and step-backs shown on this schedule are minimum requirements. The unit of measurement is millimeters.



QUINPOOL ROAD



PEPPERELL STREET



Schedule C, Site Plan and Setback Framework, with Parking

Note: All setbacks and step-backs shown on this schedule are minimum requirements. The unit of measurement is millimeters.

LEGEND

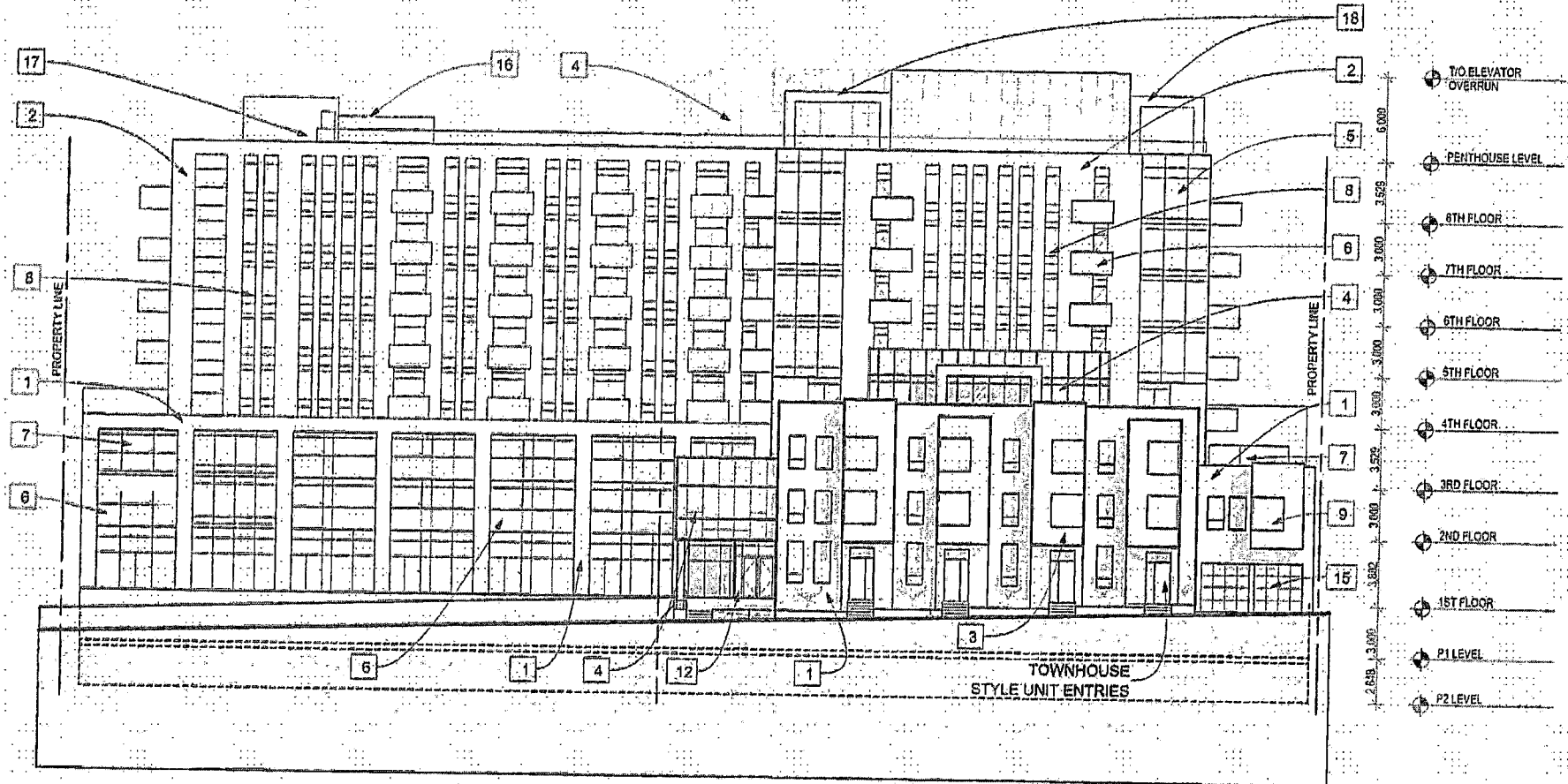
- BALCONY
- BAY WINDOW
- SCREEN PARKING OPTION WITH DRIVEWAY CUT (PENDING HRM APPROVAL)

QUINPOOL ROAD

PROJECTION OF HARVARD STREET INTERSECTION

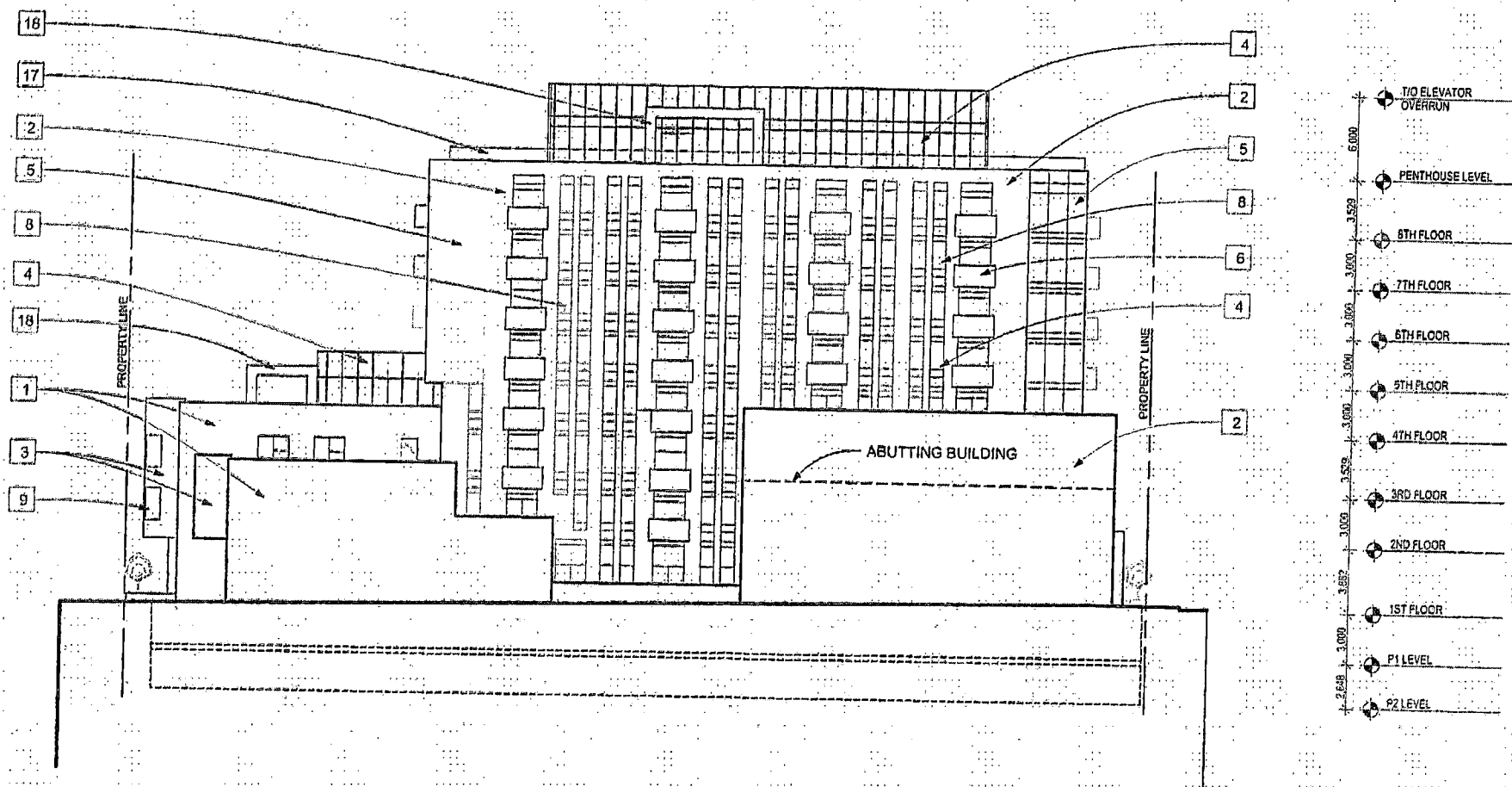


Schedule D, Building Elevations



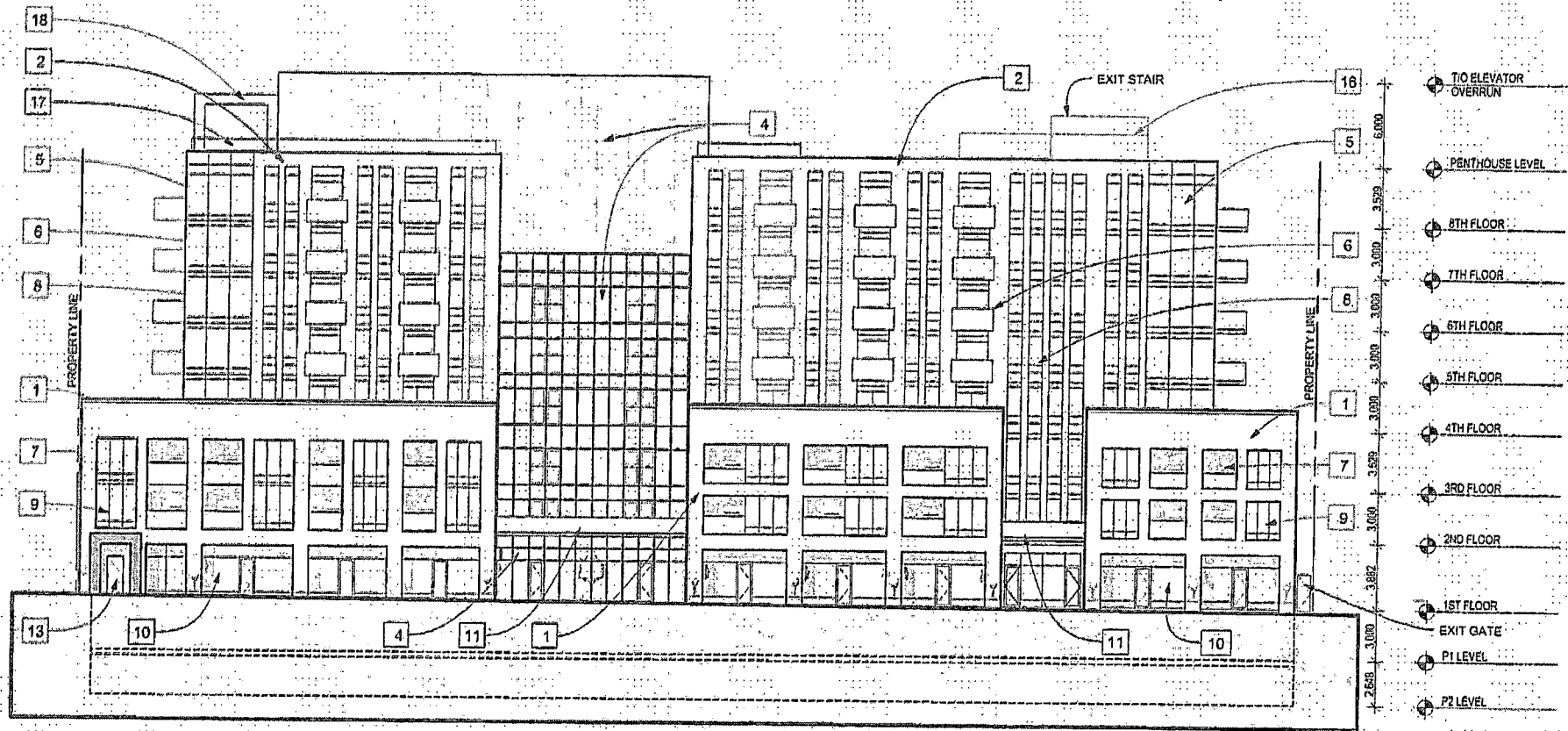
PEPPERELL (SOUTH) ELEVATION

LEGEND OF EXTERIOR MATERIALS & NOTES	
1 MASONRY	10 RETAIL SHOP FRONT
2 NON-COMBUSTIBLE METAL-LOOK CLADDING	11 SIGNAGE BAND
3 NON-COMBUSTIBLE WOOD-LOOK CLADDING	12 MAIN RESIDENTIAL ENTRY / EXIT
4 GLAZING SYSTEM	13 RESIDENTIAL CONVENIENCE DOOR
5 GLAZED BAY WINDOWS	14 EXIT DOOR
6 GLAZED BY-PASS BALCONY RAILINGS	15 UNDERGROUND PARKING ENTRY / EXIT
7 RECESSED BALCONIES	16 ALUMINUM LOUVREDO HVAC SCREEN
8 VERTICAL RIBBON WINDOWS	17 GLASS RAILINGS
9 PUNCHED WINDOWS	18 CANOPY / TRELLIS



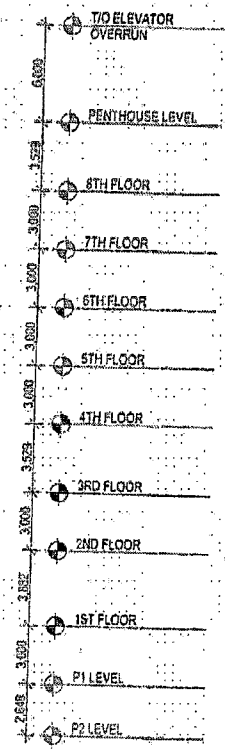
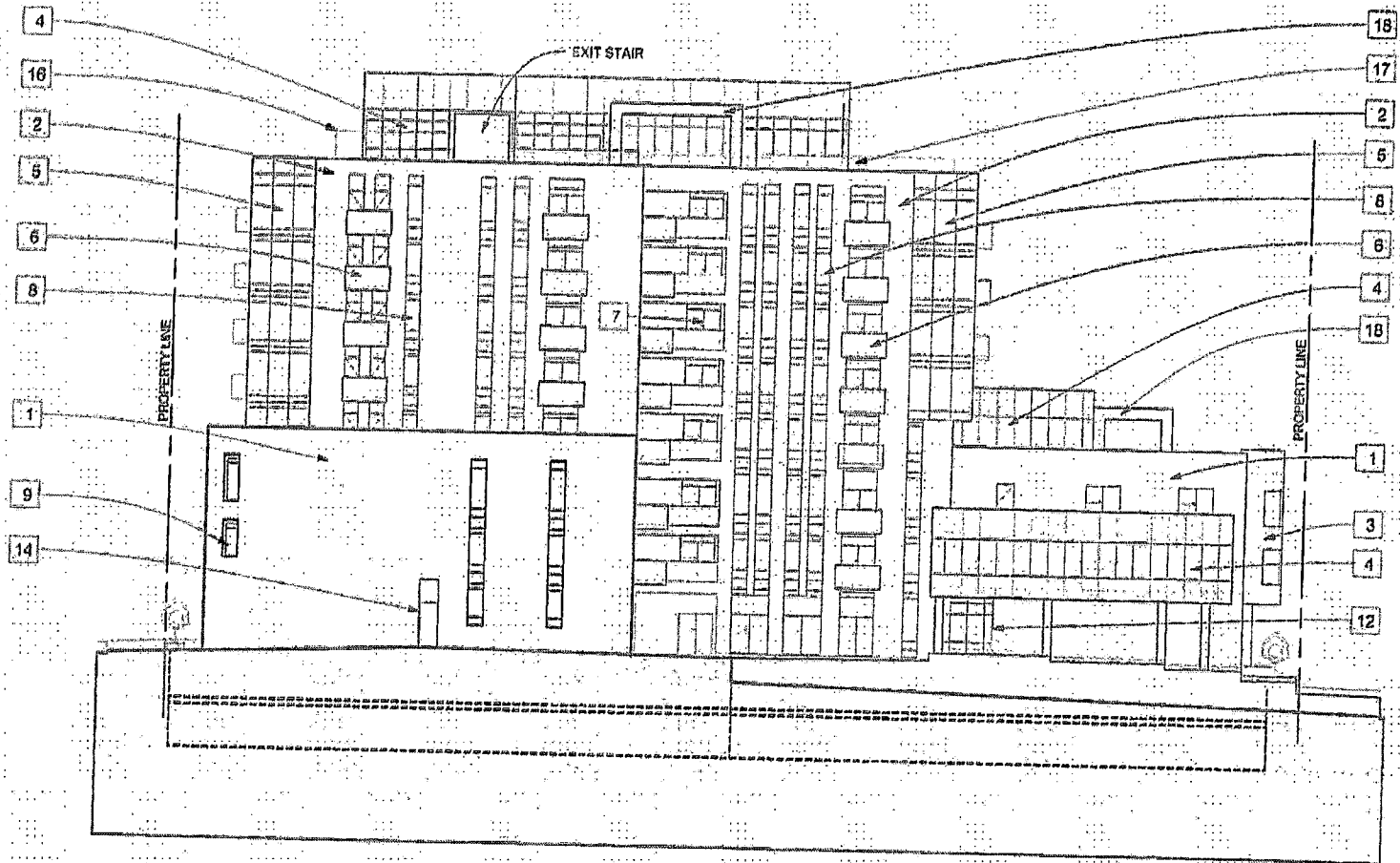
EAST ELEVATION

LEGEND OF EXTERIOR MATERIALS & NOTES	
1 MASONRY	10 RETAIL SHOP FRONT
2 NON-COMBUSTIBLE METAL-LOOK CLADDING	11 SIGNAGE BAND
3 NON-COMBUSTIBLE WOOD-LOCK CLADDING	12 MAIN RESIDENTIAL ENTRY / EXIT
4 GLAZING SYSTEM	13 RESIDENTIAL CONVENIENCE DOOR
5 GLAZED BAY WINDOWS	14 EXIT DOOR
6 GLAZED BY-PASS BALCONY RAILINGS	15 UNDERGROUND PARKING ENTRY / EXIT
7 RECESSED BALCONIES	16 ALUMINUM LOUVRED HVAC SCREEN
8 VERTICAL RIBBON WINDOWS	17 GLASS RAILINGS
9 PUNCHED WINDOWS	18 CANOPY / TRELLIS



QUINPOOL (NORTH) ELEVATION

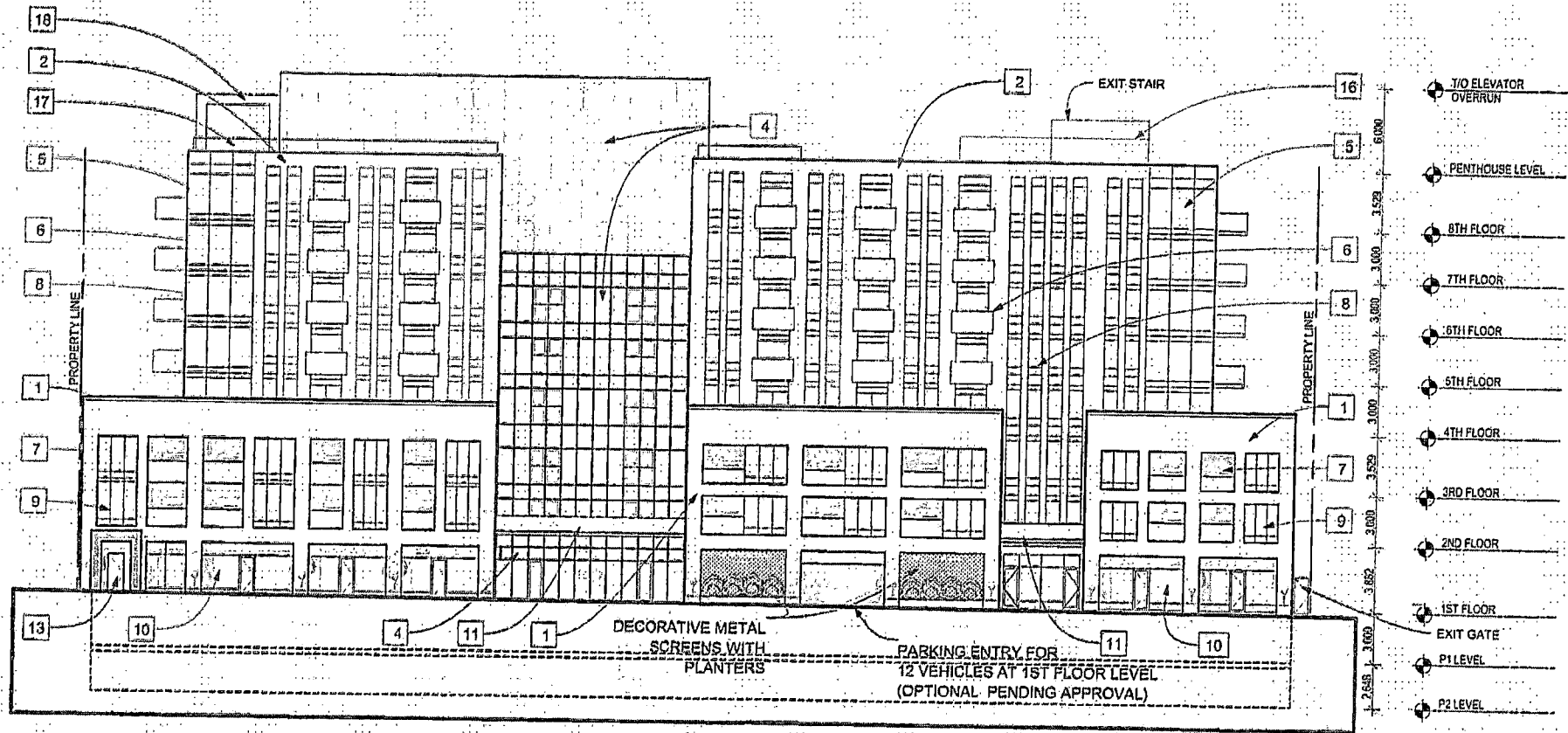
LEGEND OF EXTERIOR MATERIALS & NOTES	
1 MASONRY	10 RETAIL SHOP FRONT
2 NON-COMBUSTIBLE METAL-LOOK CLADDING	11 SIGNAGE BAND
3 NON-COMBUSTIBLE WOOD-LOOK CLADDING	12 MAIN RESIDENTIAL ENTRY / EXIT
4 GLAZING SYSTEM	13 RESIDENTIAL CONVENIENCE COOR
5 GLAZED BAY WINDOWS	14 EXIT DOOR
6 GLAZED BY-PASS BALCONY RAILINGS	15 UNDERGROUND PARKING ENTRY / EXIT
7 RECESSED BALCONIES	16 ALUMINIUM LOUVRED HVAC SCREEN
8 VERTICAL RIBBON WINDOWS	17 GLASS RAILINGS
9 PUNCHED WINDOWS	18 CANOPY / TRELLIS



WEST ELEVATION

LEGEND OF EXTERIOR MATERIALS & NOTES	
1 MASONRY	10. RETAIL SHOP FRONT
2 NON-COMBUSTIBLE METAL-LOOK CLADDING	11 SIGNAGE BAND
3 NON-COMBUSTIBLE WOOD-LOOK CLADDING	12 MAIN RESIDENTIAL ENTRY / EXIT
4 GLAZING SYSTEM	13 RESIDENTIAL CONVENIENCE DOOR
5 GLAZED BAY WINDOWS	14 EXIT DOOR
6 GLAZED BY-PASS BALCONY RAILINGS	15 UNDERGROUND PARKING ENTRY / EXIT
7 RECESSED BALCONIES	16 ALUMINUM LOUVRED HVAC SCREEN
8 VERTICAL RIBBON WINDOWS	17 GLASS RAILINGS
9 PUNCHED WINDOWS	18 CANOPY / TRELLIS

Schedule E, Building Elevations, Quinpool Road Parking



**QUINPOOL (NORTH) ELEVATION
WITH OPTIONAL SCREEN PARKING**

LEGEND OF EXTERIOR MATERIALS & NOTES	
1 MASONRY	10 RETAIL SHOP FRONT
2 NON-COMBUSTIBLE METAL-LOOK CLADDING	11 SIGNAGE BAND
3 NON-COMBUSTIBLE WOOD-LOOK CLADDING	12 MAIN RESIDENTIAL ENTRY / EXIT
4 GLAZING SYSTEM	13 RESIDENTIAL CONVENIENCE DOOR
5 GLAZED BAY WINDOWS	14 EXIT DOOR
6 GLAZED BY-PASS BALCONY RAILINGS	15 UNDERGROUND PARKING ENTRY / EXIT
7 RECESSED BALCONIES	16 ALUMINUM LOUVRED HVAC SCREEN
8 VERTICAL RIBBON WINDOWS	17 GLASS RAILINGS
9 PUNCHED WINDOWS	18 CANOPY / TRELLIS