



March 8, 2024

Matthew Larter, Planner I – Land Development and Subdivision
HRM Planning & Development
5251 Duke Street, 3rd Floor
Halifax, NS B3J 3S1

RE: Application for Non-substantive Amendment to the Shannon Park Development Agreement

Dear Matthew,

As you are aware, EXP has submitted a subdivision application on behalf of Canada Lands Company for the Shannon Park lands (Ref. No: SUBDIV-2023-01408). The subdivision application includes an updated phasing plan from what was approved as Schedule J to the Shannon Park Development Agreement (*refer to enclosure – approved development agreement*).

In accordance with Section 245 of the Halifax Regional Municipality Charter and Section 6.1.1 (d) of the Shannon Park Development Agreement, we are proposing changes to the phasing plan to improve efficiency of the overall development (*refer to enclosure – updated phasing plan*). This covering letter and enclosed information serve as the application for a non-substantive amendment to the Shannon Park Development Agreement. The expectation is that this non-substantive amendment application process will run concurrently with the subdivision process.

Should you or the planner reviewing this non-substantive amendment application require additional information to support this request, please contact the applicant on file, Stacy Muise, P.Eng. at stacy.muise@exp.com or 902-495-1879.

Best regards,

Original Signed

Heather Chisholm, MBA, MSc, RPP
Director, Real Estate (Atlantic)

Enclosures: 2

cc: Stacy Muise, P.Eng., EXP Infrastructure Manager – Halifax
Jessica Power, CADD Technician, EXP
Jordan Lloyd, Development Manager, Canada Lands Company
Andrew Doyle, P.Eng., Development Manager, Canada Lands Company

Enclosure 1: Approved Development Agreement, unsigned

THIS AGREEMENT made this day of , 20 ,

BETWEEN:

CANADA LANDS COMPANY CLC 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")

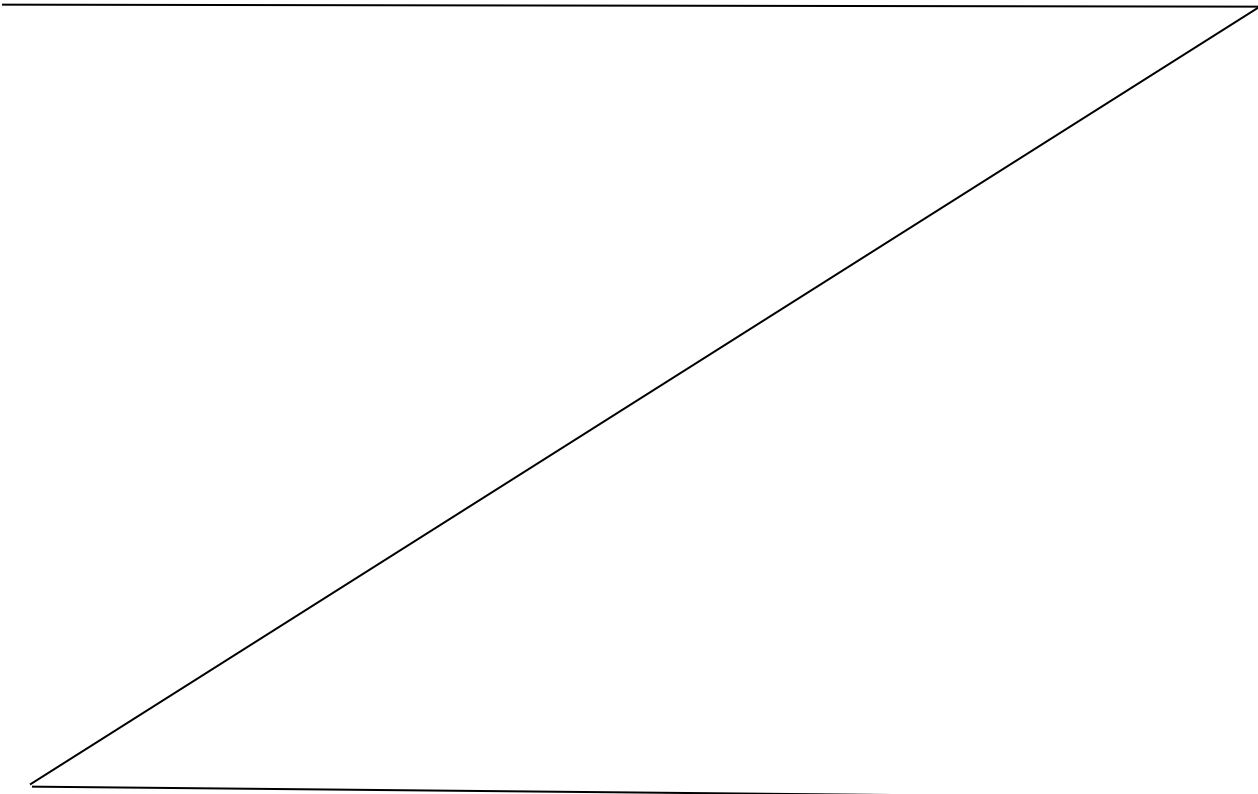
OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Shannon Park and which said lands are more particularly described in Schedule A attached hereto (hereinafter called 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 *Halifax Regional Municipality Charter* and pursuant to Policies F-1, F-3, F-5, F-6, F-7, F-8 and IM-7 of the Regional Centre Secondary Municipal Planning Strategy and Section 490 of the Regional Centre Land Use By-law;

AND WHEREAS the Harbour East – Marine Drive Community Council for the Municipality approved this request at a meeting held on February 2, 2023, referenced as Municipal Case Number 22734;

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 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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Regional Centre Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances applications enabled under Section 250 of the *Halifax Regional Municipality Charter* shall be permitted.
- 1.2.3 Variations as per Section 15 of the Regional Centre Land Use By-Law shall be permitted other than those requirements already varied by this Agreement.

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 Regional Centre Land Use By-law and Regional Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial and 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 the 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 Regional Centre Land Use By-law or Regional Subdivision 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 *Halifax Regional Municipality Charter*, the applicable Land Use By-law, and Regional 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:

Street means a public street, highway, road, lane, sidewalk, thoroughfare, and square, and the curbs, gutters, culverts, and retaining walls in connection therewith. For greater clarity, Hudson Way shall not be considered a street and instead acts as a rear lot line for Blocks 1, 4, 8, and 13.

Off-Street Multi Use Pathway means a space that is shared by bicyclists, pedestrians, and other active modes. It must be separated from traffic, typically by a boulevard or curb, and have a recommended total travel width of 4.0 m, with minimum of 3.0 m.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 22734:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Park and Trails Plan
Schedule D	Zone Boundaries
Schedule E	Pedestrian-Oriented Commercial Streets
Schedule F	Maximum Building Height Precincts
Schedule G	Minimum Front and Flanking Yards

- Schedule H Maximum Front and Flanking Yards
- Schedule I Shadow Impact Assessment Protocol
- Schedule J Phasing Plan**

All the Schedules form part of this Agreement.

3.2 Requirements Prior to Approval

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

- (a) The Developer’s Dwelling Unit Tracking Chart indicating the number of dwelling units being requested in accordance with Section 3.3.2 of this Agreement;
- (b) Payment for any outstanding appraisal costs accrued by the Municipality in accordance with Section 3.10 of this Agreement and Section 476 of the Regional Centre Land Use By-law;
- (c) Incentive or Bonus Zoning payment in accordance with Section 3.10 of this Agreement; and
- (d) Written confirmation from a qualified Professional Engineer that all landscape areas designed to be installed upon any portion on any rooftop level of the building is able to support any required drainage or additional weight caused by the landscaped area.

3.3 General Description of Land Use and Building Form

3.3.1 The development and the use of the Lands, including building form and design, permitted by this Agreement shall conform to the applicable requirements of the Regional Centre Land Use By-law except as varied by this Agreement and the Schedules of this Agreement.

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

- (a) A maximum of 3,000 Dwelling units;
- (b) All land uses shall be permitted as per the applicable zones of the Regional Centre Land Use By-law as designated on Schedule D; and
- (c) For lands identified on Schedule C as Park, uses shall be permitted as per the Park and Community Facilities (PCF) zone of the Regional Centre Land Use By-law.

3.3.3 Notwithstanding Schedules 2, 7, 15, 18, 19, and 51 of the Regional Centre Land Use By-law, where the Regional Centre Land Use By-law references Schedules 2, 7, 15, 18, 19, and 51 the following schedules of this Agreement shall apply:

<u>Regional Centre Land Use By-law Schedule</u>	<u>Replacement Schedule</u>
Zoning Boundaries (Schedule 2)	Schedule D
Pedestrian-Oriented Commercial Streets (Schedule 7)	Schedule E
Maximum Building Height Precincts (Schedule 15)	Schedule F
Minimum Front and Flanking Yards (Schedule 18)	Schedule G
Maximum Front and Flanking Yards Schedule 19)	Schedule H
Shadow Impact Assessment Protocol (Schedule 51)	Schedule I

3.4 Subdivision

3.4.1 Subdivision applications shall be submitted to the Development Officer in accordance with Schedules B and J and the Development Officer shall grant subdivision approvals subject to and

in accordance with the Regional Centre Land Use By-law, the Regional Subdivision By-law, as modified by the following terms and conditions:

- (a) The Developer shall follow the full subdivision application process set out in the Regional Subdivision By-law, beginning with a complete concept subdivision application.
- (b) The Lands shall be permitted to be subdivided with alternative configurations and creating additional lots beyond the blocks shown on Schedule B, as per the requirements of the Regional Centre Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- (c) Collector roads designed and constructed to accommodate transit services, shall include AAA bike lanes, Off-Street Multi-Use Pathways, and a transit hub and shall be constructed in the general location shown on Schedule B. The transit hub, to be constructed by the Developer, shall consist of a bus bay on either side of the street and a shelter pad behind the sidewalk on either side with a power connection, but for certainty does not include the bus shelter.
- (d) Potential Road Reserves connecting to abutting lands as shown on Schedule B may be required to be wide enough to accommodate active transportation and transit service.
- (e) One connecting street selected by the Developer, in consultation with the Development Engineer, from the Potential Road Reserves shown on Schedule B and designed to provide vehicle and pedestrian access to adjacent lands owned by Millbrook First Nation, shall be constructed in Phase 1 as shown on Schedule J.

3.5 Landscaping

3.5.1 Landscaping shall be provided in accordance with the Regional Centre Land Use By-law, in addition to the following:

- (a) For greater clarity, a development permit application shall include a landscape plan stamped and signed by a Landscape Architect, certifying that the plan meets the minimum requirements of the Regional Centre Land Use By-law.
- (b) In addition to the requirements of Part XII of the Regional Centre Land Use By-Law, a letter prepared by a Landscape Architect shall be required certifying that within the required front yard, along the Pedestrian Oriented Commercial Street shown on Schedule E, landscaping has been provided which:
 - meets the guidelines of Section 2.3 of the Regional Centre Urban Design Manual;
 - provides an Off Street Multi-Use Pathway connection between the two parks as shown on Schedule C, and;
 - in the opinion of the Landscape Architect contributes to a cohesive streetscape design that enhances the public realm and provides a sense of permanence through finishes like raised planters, plantings flush with paving, seating walls, benches, or other form of public seating.

3.5.2 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping for the applicable parcel or block of land has been completed according to the terms of this Agreement.

3.5.3 Notwithstanding the requirements of this Section, where outstanding landscape works have not been completed prior to the issuance of the 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 Landscape Architect. The security shall be in favour of

the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.6 Parkland and Trails

- 3.6.1 Parkland contribution via land dedication shall substantially conform with the locations, and areas, illustrated on Schedule C with the final adjustments to configuration and grades to be agreed upon by Development Officer and the Developer prior to subdivision approval being granted. The Development Officer may permit variations to lot configuration provided appropriate access and road frontage is maintained, the total area of useable land is not reduced, and the proposed parkland meets the requirements of the Regional Subdivision By-law. All site preparation, including a retaining wall along the shared property boundary of Block 5 and the proposed Park Area shown on Schedule C, if needed, and development shall meet the requirements of the Municipality.
- 3.6.2 Both the area identified as Parkland Dedication and the area identified as Natural Shoreline Grade outside Dedication as shown on Schedule C shall be conveyed to the Municipality by the Developer in conjunction with final subdivision approval and shall be accepted as a primary service except as varied by this Agreement. The Developer's obligation to contribute parkland by dedication shall be limited to 10% of the Lands, excluding the area identified as Natural Shoreline Grade outside Dedication on Schedule C. All parkland, except the area shown as Natural Shoreline Grade outside Dedication on Schedule C must meet the "usable land" definition and HRM Parkland Quality of Land Criteria as found in the HRM Regional Subdivision By-law. The area identified as Natural Shoreline Grade outside Dedication on Schedule C shall not be considered as part of any required parkland dedication.
- 3.6.3 Any outstanding parkland dedication may be in the form of additional land, parkland improvements, cash-in-lieu or a combination thereof as permitted under the Regional Subdivision By-Law.
- 3.6.4 Prior to the acceptance of the proposed southernmost Park lands as shown on Schedule "C", as-built drawings of the Canada 150 viewing platform constructed on the proposed parkland certified by a qualified person must be submitted to the Municipality for review and approval.
- 3.6.5 Lands shown as Active Transportation Connections on Schedule C shall be deeded to the Municipality at final subdivision approval and are primarily intended to serve as part of the site's active transportation network as multi-use paths and shall not be considered as part of any required parkland dedication.

3.7 Maintenance

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

portions of the Lands after they have been acquired by the Municipality as contemplated under this Agreement.

3.8 Temporary Construction Building

3.8.1 Temporary construction use shall be permitted on the Lands in accordance with the provisions of the Regional Centre Land Use By-law.

3.9 Reinstatement

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

3.10 Incentive or Bonus Zoning

3.10.1 The public benefit value shall be calculated as per the requirements of Section 476, Incentive or Bonus Zoning for Future Growth Nodes, of the Regional Centre Land Use By-law.

3.10.2 An appraisal shall be undertaken for the Lands in accordance with the Regional Centre Land Use By-law.

3.10.3 The appraisal shall be updated in accordance with the following:

- (a) The appraisal shall be updated every three (3) years from the date the appraisal is completed in accordance with the Regional Land Use By-law;
- (b) Subject to 3.10.3(c), in the event that the appraisal has not been updated for three (3) years, no further development permits shall be issued until an updated appraisal is completed;
- (c) Notwithstanding the foregoing, the Developer shall have ninety (90) days after each appraisal is three years old to complete each new appraisal required under this section during which time development permits may continue to be issued.
- (d) As per Section 476(7)(b) of the Regional Land Use By-law, where there is more than one appraisal, the appraised value for the purposes of the public benefit value is the average monetary values of the lands.

3.10.4 The public benefit value shall be adjusted:

- (a) Annually on April 1st of every year in accordance with changes to the Halifax All-Items Consumer Price Index released by Statistics Canada and the formula in Appendix 3 of the Regional Centre Land Use By-law; and
- (b) Whenever an appraisal is completed as required by 3.10.3.

3.10.5 The Developer may pay the public benefit value:

- (a) For the Lands in a single payment prior to the issuance of the first development permit in the development; or
- (b) On a per phase basis prior to the issuance of any given building permit within a phase; or
- (c) On a per dwelling unit basis for each lot in the development.

3.10.6 Where the public benefit value is paid on a per phase basis:

- (a) Notwithstanding Section 3.10.2, the appraisal shall be undertaken for each phase of the development in accordance with Section 476 of the Regional Centre Land Use By-law.
- (b) The Developer shall pay the required public benefit value for the lands within a phase prior to the issuance of the first building permit for lands within a phase. No building permit

may be issued within any phase of the development without payment of the public benefit value for the lands within the phase to which the building permit relates.

- 3.10.7 When the public benefit value is paid on a per dwelling unit basis:
- (a) The amount to be paid per each dwelling unit shall be equal to the required public benefit value divided by 3,000; and
 - (b) No development permit shall be issued prior to the payment of public benefits for all dwelling units on a lot.
 - (c) Where the public benefit payment option described in Section 3.10.7 is chosen by the Developer, the public benefit value assessment will, at such time as the assessment is made, be calculated on that portion of the Lands on which dwelling units remain to be constructed where the public benefit value has not yet been assessed and paid. Further, the public benefit value amount to be paid per dwelling unit shall be equal to the assessed public benefit value (as determined above) divided by the number of remaining dwelling units to be constructed on that portion of the Lands where the public benefit value has not yet been assessed and paid. For example where the public benefit value on that portion of the Lands on which dwelling units remain to be constructed where the public benefit value has not yet been assessed and paid is determined to be \$2,500,000.00 and where there are 2,000 remaining dwelling units to be constructed, then the public benefit value shall be \$1,250.00 per dwelling unit.
- 3.10.8 Incentive or Bonus Zoning allocations shall be subject to Sections 479-484 of the Regional Centre Land Use By-law.
- 3.10.9 Notwithstanding Section 472(5) of the Regional Centre Land Use By-law, a Bonus Zoning Agreement shall not be required when the public benefit is provided in the form of money in lieu.

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 at the time of the relevant final subdivision approval unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.
- 4.1.2 The Development Officer may permit changes to any of the Schedules to implement any changes to the transportation network provided the modifications meet the requirements of the Regional Subdivision By-law.

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.

4.3 Undergrounding Services

- 4.3.1 All secondary or primary (as applicable) electrical, telecommunications service to all buildings shall be underground installation. For greater clarity, primary does not include the Regional NSPI Transmission Line.

4.4 Site Preparation in a Subdivision

- 4.4.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer. Where oversized infrastructure to serve the development is to be installed by or on behalf of Halifax Water or Nova Scotia Power Incorporated, the Development Officer may permit commencement of clearing, excavation or blasting activities required for the installation prior to the developer receiving final approval of the subdivision design.
- 4.4.2 Nothing in this Agreement shall preclude the Developer from storing or removing rocks, soils or grubbing materials from other phases established, provided that permission has been granted by the Municipal Engineer and all required municipal and provincial approvals have been obtained.

4.5 Streets

- 4.5.1 The street network shall be developed as generally shown on Schedule B. All street construction shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, upon application of the Developer may approve minor changes to the street network, including local roads not shown on the schedule, provided the modifications meet the requirements of the Regional Subdivision By-law.
- 4.5.2 The street network shall be designed to a storm surge/sea level rise elevation established in the Regional Centre Land Use By law. Prior to undertaking the work, confirmation from a professional engineer with an Infrastructure Resilience Professional designation shall be submitted certifying the mitigation measures taken to reduce risk of flood damage and public safety on the development site.
- 4.5.3 Street trees shall be planted on every proposed street and shall satisfy Municipal Design Guidelines.

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:
- (a) 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 Archaeological Monitoring and Protection

5.2.1 The Lands are near the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage should artefacts be found on the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.3 Sulphide Bearing Materials

5.3.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

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 as per Section 245 of the Halifax Regional Municipality Charter.

- (a) Changes to this Agreement, including Schedules, to permit the re-zoning of the Shannon Park School site to any zone within the High Order Residential Designation or Established Residential Designation as defined in the Regional Centre Secondary Municipal Planning Strategy;
- (b) Changes to this Agreement, including Schedules, to reflect detailed design utility requirements, including easements, and the need to locate high-tension large-scale power transmission lines;
- (c) Changes to the boundaries and areas for Development Blocks 17 and 22 as well as the alignment and placement of Collector A (as shown in Schedules), to accommodate adjacent land requirements, easements, and access for Halifax Harbour Bridges necessitated as a result of future changes to infrastructure of Halifax Harbour Bridges to the extent such changes are not eligible under Section 4.5.1;
- (d) Changes to the proposed phasing as shown on Schedule J - Phasing Plan;
- (e) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Regional Centre Land Use By-law.

7.3.2 For the purpose of this Section, commencement of development shall mean the acceptance by the Municipality of the Phase 1 Final Plan of Subdivision.

7.3.3 For the purpose of this Section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.1.

7.4 Completion of Development

7.4.1 For the purpose of this Section 7.4, "completion of development" shall mean the construction of all Dwelling units on all lots proposed for a phase (or the whole of the development, if applicable) and the issuance of occupancy permits for all Dwelling units on all approved subdivided lots comprising a phase (or the whole of the development, if applicable).

7.4.2 Upon the completion of development for the whole development or in respect of any phases of the development, or at such time that policies applicable to the lands have been amended, then, in respect of those portions of the Lands for which there is completion of development, 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;
- (c) discharge this Agreement; or
- (d) for those portions of the development which have been completed, discharge this Agreement and apply appropriate zoning and land use designation, pursuant to the Regional Centre Municipal Planning Strategy and Regional Centre Land Use By-law, as may be amended from time to time.

7.4.3 In the event that development on the Lands has not been completed within fifteen (15) years from the date of signing of this Agreement, any portion of the Lands that are undeveloped shall conform with the provisions of the Regional Centre Land Use By-law.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after fifteen (15) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office 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.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 14 days written notice of the failure or default, then in each such case:

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

PART 9: GENERAL

9.1 Jurisdiction

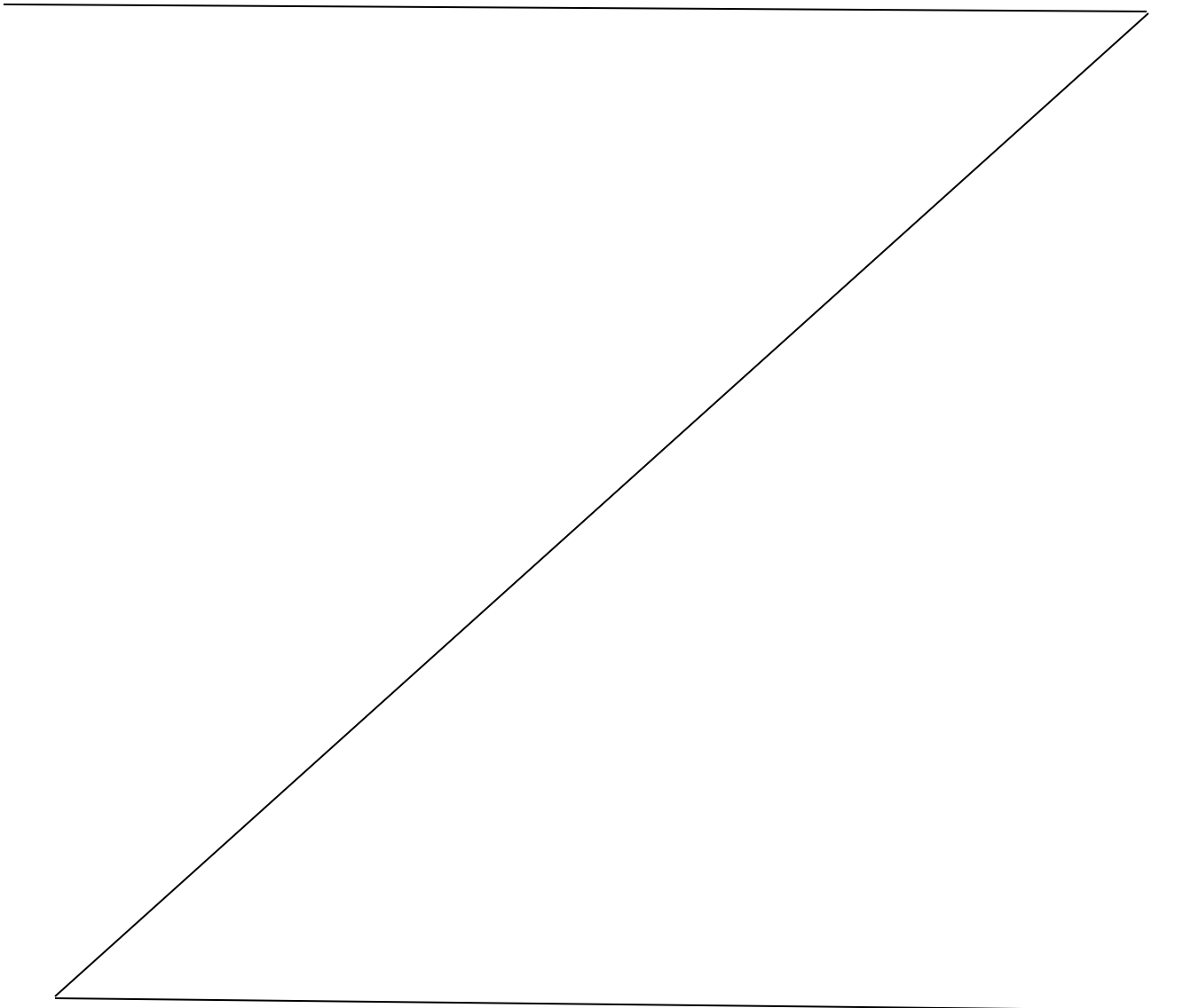
The laws of the Province of Nova Scotia and the laws of Canada applicable therein shall govern the interpretation of this Agreement and the parties hereby attorn solely to the jurisdiction of the courts in the Province of Nova Scotia.

9.2 Entire Agreement

This Agreement shall, when duly executed, supersede and replace all other existing agreements between the parties with respect to the subject matter. There are no representations, warranties or agreements, either written or oral, which are binding on the parties relating to the subject matter and which are not contained, or referred to, in this Agreement.

9.3 Clause Headings

All clause headings are for ease of reference only and shall not affect the construction or interpretation of 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 AND DELIVERED in the presence of:

CANADA LANDS COMPANY CLC LIMITED

Witness

Per: _____

Print name: _____

Position/Title: _____

Date Signed: _____

SIGNED AND DELIVERED in the presence of:

CANADA LANDS COMPANY CLC LIMITED

Witness

Per: _____

Print name: _____

Position/Title: _____

Date Signed: _____

=====

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: _____

Witness

Per: _____

MUNICIPAL CLERK

Date signed: _____

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Canada Lands Company CLC Limited one of the parties thereto, signed and delivered the same in his/her presence.

A Notary Public in and for the Province
of Ontario

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Canada Lands Company CLC Limited one of the parties thereto, signed and delivered the same in his/her presence.

A Notary Public in and for the Province
of Ontario

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

Schedule A - Legal Description of the Lands

PID 41394016

ALL that certain piece or parcel of land situated at Shannon Park, Dartmouth, County of Halifax, Province of Nova Scotia, shown as Lot 1N on Public Works and Government Services Canada Plan S-5820, dated October 17, 2013, as signed by Allan J. Owen, Nova Scotia Land Surveyor, said Lot 1N being more particularly described as follows:

BEGINNING at a survey marker situated on an Eastern boundary of lands of the Canadian National Railway Company and at a Southern corner of Lot 2X-B, as shown on the above mentioned plan, said survey marker being South 82 degrees 54 minutes 04 seconds East, a distance of 862.199 metres from Nova Scotia Coordinate Monument 206096;

THENCE along a Southern boundary of said Lot 2X-B, North 39 degrees 34 minutes 00 seconds East, a distance of 54.590 metres to a survey marker situated on a Western limit of Windmill Road;

THENCE following along the said Western limit of Windmill Road and along the arc of a curve to the left, having a radius of 514.674 metres for an arc distance of 21.009 metres to a survey marker;

THENCE continuing along the said Western limit of Windmill Road, North 63 degrees 42 minutes 44 seconds East, a distance of 5.182 metres to a point;

THENCE continuing along the said Western limit of Windmill Road, South 26 degrees 17 minutes 21 seconds East, a distance of 0.087 metres to a railroad spike situated at a Northern corner of Lot C, as shown on the above mentioned plan;

THENCE along a North-western boundary of said Lot C, South 39 degrees 34 minutes 00 seconds West, a distance of 60.870 metres to a survey marker situated on the aforesaid Eastern boundary of lands of the Canadian National Railway Company;

THENCE along the said Eastern boundary of lands of the Canadian National Railway Company, North 23 degrees 55 minutes 38 seconds West, a distance of 23.682 metres to the Place of Beginning.

THE above described Lot 1N contains an area of 1167.5 square metres.

ALL bearings are grid, referenced to Longitude 64 degrees 30 minutes West the Central Meridian of M.T.M. Zone 5, ATS 77 metric values.

SUBJECT TO an Easement/Right of Way as contained in Document Number 104796355 recorded March 24, 2014.

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

Exemption:

LOT WAS PART OF PID 63693 WHICH WAS SEVERED FROM PARENT BY RAILWAY.

PID 41402934

ALL that certain piece, or parcel of land shown as Parcel CFBHD-4A on Public Works and Government Services Canada Plan S-5820, dated October 17, 2013, as signed by Allan J. Owen, Nova Scotia Land Surveyor, and said Parcel CFBHD-4A being more particularly described as follows:

BEGINNING at a rail road spike situated at a Southern corner of the hereinafter Parcel CFBHD-4A, as shown on the above mentioned plan, said rail road spike being South 66 degrees 55 minutes 17 seconds East, a distance of 581.715 metres, and North 50 degrees 15 minutes 40 seconds East, a distance of 20.000 metres from Nova Scotia Coordinate Monument 206096;

THENCE North 39 degrees 44 minutes 20 seconds West, a distance of 116.981 metres to a survey marker;

THENCE following along the arc of a curve to the left, having a radius of 85.000 metres, for an arc distance of 31.598 metres to a survey marker;

THENCE North 61 degrees 02 minutes 16 seconds West, a distance of 3.980 metres to a survey marker;

THENCE following along the arc of a curve to the left, having a radius of 285.000 metres, for an arc distance of 8.985 metres to a survey marker;

THENCE North 25 degrees 08 minutes 42 seconds East, a distance of 125.072 metres to a survey marker,

THENCE North 88 degrees 33 minutes 58 seconds East, a distance of 26.723 metres to a survey marker;

THENCE South 60 degrees 50 minutes 46 seconds East, a distance of 21.654 metres to a survey marker,

THENCE North 29 degrees 09 minutes 14 seconds East, a distance of 16.957 metres to a survey marker;

THENCE South 60 degrees 54 minutes 01 seconds East, a distance of 50.461 metres to a survey marker;

THENCE South 28 degrees 50 minutes 33 seconds West, a distance of 112.960 metres to a survey marker;

THENCE South 23 degrees 35 minutes 51 seconds East, a distance of 37.054 metres to a survey marker;

THENCE South 00 degrees 07 minutes 38 seconds West, a distance of 26.425 metres to a survey marker;

THENCE South 28 degrees 02 minutes 32 seconds East, a distance of 23.128 metres to a survey marker,

THENCE South 49 degrees 13 minutes 01 seconds East, a distance of 10.996 metres to a survey marker,

THENCE South 50 degrees 15 minutes 40 seconds West, a distance of 41.717 metres to the Place of Beginning.

THE above described Parcel CFBHD-4A contains an area of 1.887 hectares.

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

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by Her Majesty the Queen in right of the Province or in right of Canada or by an agency of Her Majesty.

PID 41402942

ALL that certain piece or parcel of land situated at Shannon Park, Dartmouth, County of Halifax, Province of Nova Scotia, shown as Parcel 2013-2 on Public Works and Government Services Canada Plan S-5820, dated October 17, 2013, as signed by Allan J. Owen, Nova Scotia Land Surveyor, said Parcel 2013-2 being more particularly described as follows:

BEGINNING at a point at the intersection of the southern boundary of Princess Margaret Boulevard with the eastern boundary of Parcel 2013-1, said point being North 03 degrees 08 minutes 43 seconds East a distance of 4.00 metres from a witness post as shown on the above mentioned plan;

THENCE along the southern boundary of Princess Margaret Boulevard on a bearing of South 78 degrees 34 minutes 48 Seconds East for a distance of 11.623 metres to a point;
THENCE continuing along the southern boundary of Princess Margaret Boulevard and along the arc of a curve to the left, having a radius of 167.469 metres for an arc distance of 74.503 metres to a point;

THENCE continuing along the southern boundary of Princess Margaret Boulevard, North 75 degrees 55 minutes 50 seconds East for a distance of 58.286 metres to a rock post situated on the western boundary of the Canadian National Railway;

THENCE along the western boundary of the Canadian National Railway and along the arc of a curve to the left, having a radius of 742.952 metres for an arc distance of 147.246 metres to a survey marker;

THENCE continuing along the western boundary of the Canadian National Railway, South 23 degrees 55 minutes 38 seconds East for a distance of 194.555 metres to a survey marker;

THENCE continuing along the western boundary of the Canadian National Railway, South 23 degrees 55 minutes 38 seconds East for a distance of 20.188 metres to a survey marker situated at a northern corner of Lot B, as shown on the above mentioned plan;

THENCE along the western boundary of Lot B, South 39 degrees 34 minutes 00 seconds West for a distance of 111.434 metres to a point situated at the most northern corner of Lot 1S-A, said point being South 39 degrees 34 minutes 00 seconds West a distance of 7.700 metres from a witness survey marker;

THENCE along a western boundary of Lot 1S-A and along the arc of a curve to the right, having a radius of 106.790 metres for an arc distance of 43.389 metres to a survey marker;

THENCE continuing along a western boundary of Lot 1S-A, South 73 degrees 45 minutes 58 seconds West for a distance of 53.965 metres to a survey marker,

THENCE continuing along a western boundary of Lot 1S-A and along the arc of a curve to the left, having a radius of 183.799 metres for an arc distance of 55.876 metres to a survey marker;

THENCE continuing along a western boundary of Lot 1S-A, South 56 degrees 20 minutes 52 seconds West for a distance of 56.351 metres to a survey marker,

THENCE continuing along a western boundary of Lot 1S-A and along the arc of a curve to the right, having a radius of 74.074 metres for an arc distance of 20.365 metres to a survey marker,

THENCE along an eastern boundary of Parcel 2013-1, North 17 degrees 54 minutes 00 seconds West for a distance of 20.000 metres to a survey marker,

THENCE continuing along an eastern boundary of Parcel 2013-1 and along the arc of a curve to the left, having a radius of 54.074 metres for an arc distance of 14.876 metres to a survey marker;

THENCE continuing along an eastern boundary of Parcel 2013-1, North 56 degrees 20 minutes 52 seconds East for a distance of 24.879 metres to a survey marker;

THENCE along a northern boundary of Parcel 2013-1, North 39 degrees 44 minutes 20 seconds West for a distance of 93.404 metres to a survey marker,

THENCE continuing along a northern boundary of Parcel 2013-1, North 39 degrees 44 minutes 20 seconds West for a distance of 116.981 metres to a survey marker;

THENCE continuing along a northern boundary of Parcel 2013-1 and along the arc of a curve to the left, having a radius of 65.000 metres for an arc distance of 24.163 metres to a survey marker,

THENCE continuing along a northern boundary of Parcel 2013-1, North 61 degrees 02 minutes 16 seconds West for a distance of 23.993 metres to a survey marker,

THENCE along an eastern boundary of Parcel 2013-1 and along the arc of a curve to the left, having a radius of 265.000 metres for an arc distance of 27.657 metres to a survey marker;

THENCE continuing along an eastern boundary of Parcel 2013-1, North 25 degrees 08 minutes 42 seconds East for a distance of 138.752 metres to a survey marker;

THENCE continuing along an eastern boundary of Parcel 2013-1 and along the arc of a curve to the right, having a radius of 260.000 metres for an arc distance of 69.134 metres to survey marker,

THENCE continuing along an eastern boundary of Parcel 2013-1, North 40 degrees 22 minutes 48 seconds East for a distance of 40.911 metres to a survey marker;

THENCE continuing along an eastern boundary of Parcel 2013-1 and along the arc of a curve to the left, having a radius of 47.500 metres for an arc distance of 30.869 metres to a survey marker,

THENCE continuing along an eastern boundary of Parcel 2013-1, North 03 degrees 08 minutes 43 seconds East for a distance of 0.338 metres to a survey marker,

THENCE continuing along an eastern boundary of Parcel 2013-1, North 03 degree 08 minutes 43 seconds East for a distance of 11.399 metres to the Place of Beginning.

SAVING AND EXCEPTING out of the above described Parcel 2013-2, a certain piece, or parcel of land shown as Parcel CFBHD-4A on the above mentioned plan, and said Parcel CFBHD-4A being more particularly described as follows:

BEGINNING at a rail road spike situated at a Southern corner of the hereinafter Parcel CFBHD-4A, as shown on the above mentioned plan, said rail road spike being South 66 degrees 55 minutes 17 seconds East, a distance of 581.715 metres, and North 50 degrees 15 minutes 40 seconds East, a distance of 20.000 metres from Nova Scotia Coordinate Monument 206096;

THENCE North 39 degrees 44 minutes 20 seconds West, a distance of 116.981 metres to a survey marker;

THENCE following along the arc of a curve to the left, having a radius of 85.000 metres, for an arc distance of 31.598 metres to a survey marker;

THENCE North 61 degrees 02 minutes 16 seconds West, a distance of 3.980 metres to a survey marker;

THENCE following along the arc of a curve to the left, having a radius of 285.000 metres, for an arc distance of 8.985 metres to a survey marker;

THENCE North 25 degrees 08 minutes 42 seconds East, a distance of 125.072 metres to a survey marker,

THENCE North 88 degrees 33 minutes 58 seconds East, a distance of 26.723 metres to a survey marker;

THENCE South 60 degrees 50 minutes 46 seconds East, a distance of 21.654 metres to a survey marker,

THENCE North 29 degrees 09 minutes 14 seconds East, a distance of 16.957 metres to a survey marker;

THENCE South 60 degrees 54 minutes 01 seconds East, a distance of 50.461 metres to a survey marker;

THENCE South 28 degrees 50 minutes 33 seconds West, a distance of 112.960 metres to a survey marker;

THENCE South 23 degrees 35 minutes 51 seconds East, a distance of 37.054 metres to a survey marker;

THENCE South 00 degrees 07 minutes 38 seconds West, a distance of 26.425 metres to a survey marker;

THENCE South 28 degrees 02 minutes 32 seconds East, a distance of 23.128 metres to a survey marker,

THENCE South 49 degrees 13 minutes 01 seconds East, a distance of 10.996 metres to a survey marker,

THENCE South 50 degrees 15 minutes 40 seconds West, a distance of 41.717 metres to the Place of Beginning.

THE above described Parcel CFBHD-4A contains an area of 1.887 hectares.

THE first and above described Parcel 2013-2 contains an area of 10.796 hectares, more or less (which excludes Parcel CFBHD-4A previously described).

SUBJECT TO a sewer easement in Halifax Regional Municipality, as granted to The City of Dartmouth, and registered November 6, 1975, in Book 2956 at Pages 548-553, said sewer easement being shown as Parcel 2009-4 on the above mentioned plan.

ALSO SUBJECT TO an Easement/Right of Way as contained in Document Number 104796355 recorded March 24, 2014.

ALL bearings are grid, referenced to Longitude 64 degrees 30 minutes West the Central Meridian of M.T.M. Zone 5, ATS 77 metric values.

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

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by Her Majesty the Queen in right of the Province or in right of Canada or by an agency of Her Majesty.

PID 41404104

ALL that certain piece or parcel of land situated at Shannon Park, Dartmouth, County of Halifax, Province of Nova Scotia, shown as Parcel 2013-1 on Public Works and Government Services Canada Plan S-5820, dated October 17, 2013 as signed by Allan J. Owen, Nova Scotia Land Surveyor, said Parcel 2013-1 being more particularly described as follows:

BEGINNING at a point at the intersection of the Southern boundary of Princess Margaret Boulevard with the western boundary of Parcel 2013-2, said point being North 03 degrees 08 minutes 43 seconds East a distance of 4.00 metres from a witness post as shown on the above mentioned plan;

THENCE along the Western boundary of Parcel 2013-2, South 03 degrees 08 minutes 43 seconds West for a distance of 11.399 metres to a survey marker,

THENCE continuing along the Western boundary of Parcel 2013-2, South 03 degrees 08 minutes 43 seconds West for a distance of 0.338 metres to a survey marker;

THENCE continuing along the Western boundary of Parcel 2013-2 and along the arc of a curve to the right, having a radius of 47.500 metres for an arc distance of 30.869 metres to a survey marker;

THENCE continuing along the Western boundary of Parcel 2013-2, South 40 degrees 22 minutes 48 seconds West for a distance of 40.911 metres to a survey marker;

THENCE continuing along the Western boundary of Parcel 2013-2 and along the arc of a curve to the left, having a radius of 260.000 metres for an arc distance of 69.134 metres to a survey marker;

THENCE continuing along the Western boundary of Parcel 2013-2, South 25 degrees 08 minutes 42 seconds West for a distance of 138.752 metres to a survey marker;

THENCE continuing along the Western boundary of Parcel 2013-2 and along the arc of a curve to the right, having a radius of 265.000 metres for an arc distance of 27.657 metres to a survey marker;

THENCE along a Southern boundary of Parcel 2013-2, South 61 degrees 02 minutes 16 seconds East for a distance of 23.993 metres to a survey marker;

THENCE continuing along a Southern boundary of Parcel 2013-2 and along the arc of a curve to the right, having a radius of 65.000 metres, for an arc distance of 24.163 metres to a survey marker;

THENCE continuing along a Southern boundary of Parcel 2013-2, South 39 degrees 44 minutes 20 seconds East for a distance of 116.981 metres to a survey marker;

THENCE continuing along a Southern boundary of Parcel 2013-2, South 39 degrees 44 minutes 20 seconds East for a distance of 93.404 metres to a survey marker;

THENCE South 56 degrees 20 minutes 52 seconds West, along Nootka Avenue (so called) for a distance of 24.879 metres to a survey marker;

THENCE following the arc of a curve to the right, having a radius of 54.074 metres, for an arc distance of 14.876 metres to a survey marker;

THENCE South 17 degrees 54 minutes 00 seconds East for a distance of 20.000 metres to a survey marker situated on a Western boundary of Lot 1S-A;

THENCE along a Western boundary of said Lot 1S-A, South 20 degrees 01 minutes 22 seconds East, a distance of 10.906 metres to a survey marker;

THENCE continuing along the said Western boundary of Lot 1S-A and following along the arc of a curve to the left, having a radius of 115.000 metres, for an arc distance of 65.211 metres to a survey marker;

THENCE continuing along the said Western boundary of Lot 1S-A, South 05 degrees 49 minutes 31 seconds West, a distance of 77.350 metres to a survey marker,

THENCE continuing along the said Western boundary of Lot 1S-A, North 79 degrees 02 minutes 36 seconds West, a distance of 5.094 metres to a survey marker,

THENCE continuing along the said Western boundary of Lot 1S-A, South 21 degrees 57 minutes 52 seconds West, a distance of 20.518 metres to a survey marker;

THENCE continuing along the said Western boundary of Lot 1S-A and following along the arc of a curve to the right, having a radius of 330.000 metres, for an arc distance of 59.917 metres to a survey marker;

THENCE continuing along the said Western boundary of Lot 1S-A, South 32 degrees 22 minutes 03 seconds West, a distance of 12.995 metres to a survey marker;

THENCE continuing along the said Western boundary of Lot 1S-A, North 55 degrees 19 minutes 48 seconds West, a distance of 33.267 metres to a survey marker;

THENCE continuing along the said Western boundary of Lot 1S-A, South 32 degrees 56 minutes 02 seconds West, a distance of 44.586 metres to a point situated on the former Ordinary High Water Mark of the waters of Halifax Harbour, said point being South 32 degrees 56 minutes 02 seconds West, a distance of 3.02 metres from a witness survey marker,

THENCE following along the said former Ordinary High Water Mark and along the existing Ordinary High Water Mark of the waters of Halifax Harbour in generally Westerly and Northerly directions for a distance of 705 metres, more or less, to a survey marker situated at a South-eastern corner of Lot A, lands of Halifax-Dartmouth Bridge Commission, as shown on the above mentioned plan, said survey marker being South 71 degrees 00 minutes 50 seconds West, a distance of 166.733 metres and South 78 degrees 43 minutes 39 seconds West, a distance of 87.344 metres and South 68 degrees 44 minutes 38 seconds West, a distance of 60.574 metres and North 73 degrees 42 minutes 01 seconds West, a distance of 35.262 metres and North 01 degrees 22 minutes 37 seconds East, a distance of 80.712 metres and North 18 degrees 36 minutes 18 seconds West, a distance of 194.918 metres from the last mentioned point;

THENCE along an Eastern boundary of said Lot A, North 35 degrees 28 minutes 49 seconds East, a distance of 174.042 metres to a concrete monument situated at a Southern corner of Parcel 09-5;

THENCE along an Eastern boundary of said Parcel 09-5 (lands of H.M. in right of Canada), North 76 degrees 52 minutes 58 seconds East, a distance of 80.735 metres to a survey marker,

THENCE continuing along an Eastern boundary of said Parcel 09-5 and following along the arc of a curve to the left, having a radius of 74.580 metres, for an arc distance of 74.865 metres to a survey marker;

THENCE continuing along an Eastern boundary of said Parcel 09-5, North 19 degrees 22 minutes 04 seconds East, a distance of 224.483 metres to a survey marker;

THENCE continuing along an Eastern boundary of said Parcel 09-5, North 25 degrees 32 minutes 54 seconds East, a distance of 104.275 metres to a survey marker,

THENCE continuing along an Eastern boundary of said Parcel 09-5, North 68 degrees 49 minutes 20 seconds East, a distance of 13.432 metres to a survey marker;

THENCE continuing along an Eastern boundary of said Parcel 09-5, North 43 degrees 25 minutes 42 seconds East, a distance of 27.156 metres to a survey marker;

THENCE continuing along an Eastern boundary of said Parcel 09-5, North 33 degrees 58 minutes 02 seconds East, a distance of 8.124 metres to a survey marker;

THENCE North 69 degrees 36 minutes 33 seconds East, a distance of 101.346 metres to a point situated on the aforesaid Southern boundary of Princess Margaret Boulevard;

THENCE along the said Southern boundary of Princess Margaret Boulevard, South 78 degrees 34 minutes 48 seconds East, a distance of 39.882 metres to the Place of Beginning.

THE above described Parcel 2013-1 contains an area of 22.33 hectares, more or less.

ALL bearings are grid, referenced to Longitude 64 degrees 30 minutes West the Central Meridian of M.T.M. Zone 5, ATS 77 metric values.

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

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(c) resulting from an acquisition or disposition of land by Her Majesty the Queen in right of the Province or in right of Canada or by an agency of Her Majesty.







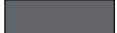
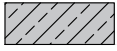
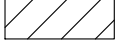


Canadian Food Inspection Agency

Tufts Cove Power Generation

Tufts Cove

Turtle Head

LEGEND

-  Subject Site Boundaries
-  Adjacent Property Boundaries
-  Collector Roads that will accommodate Transit Service & Bike Lanes
-  Off Street Multi-Use Pathway Route
-  Park Space
-  Active Transportation Connections
-  Potential Road Reserves
-  Block Number
-  Potential Option for Future Transit Hub

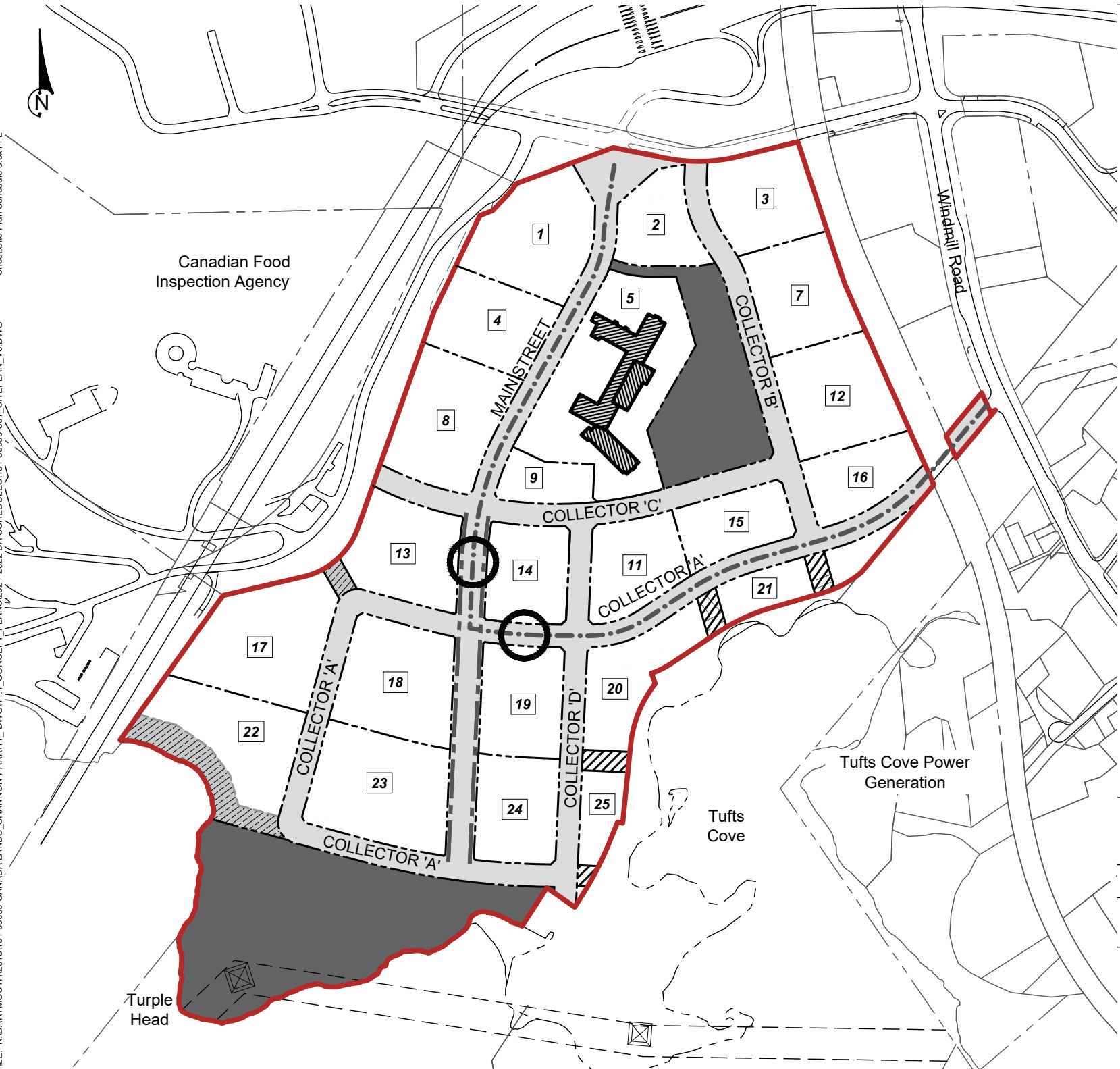
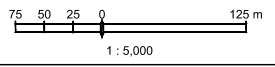
Note: Street names are for illustrative purposes only and final street names will be determined at the Concept Subdivision Stage.

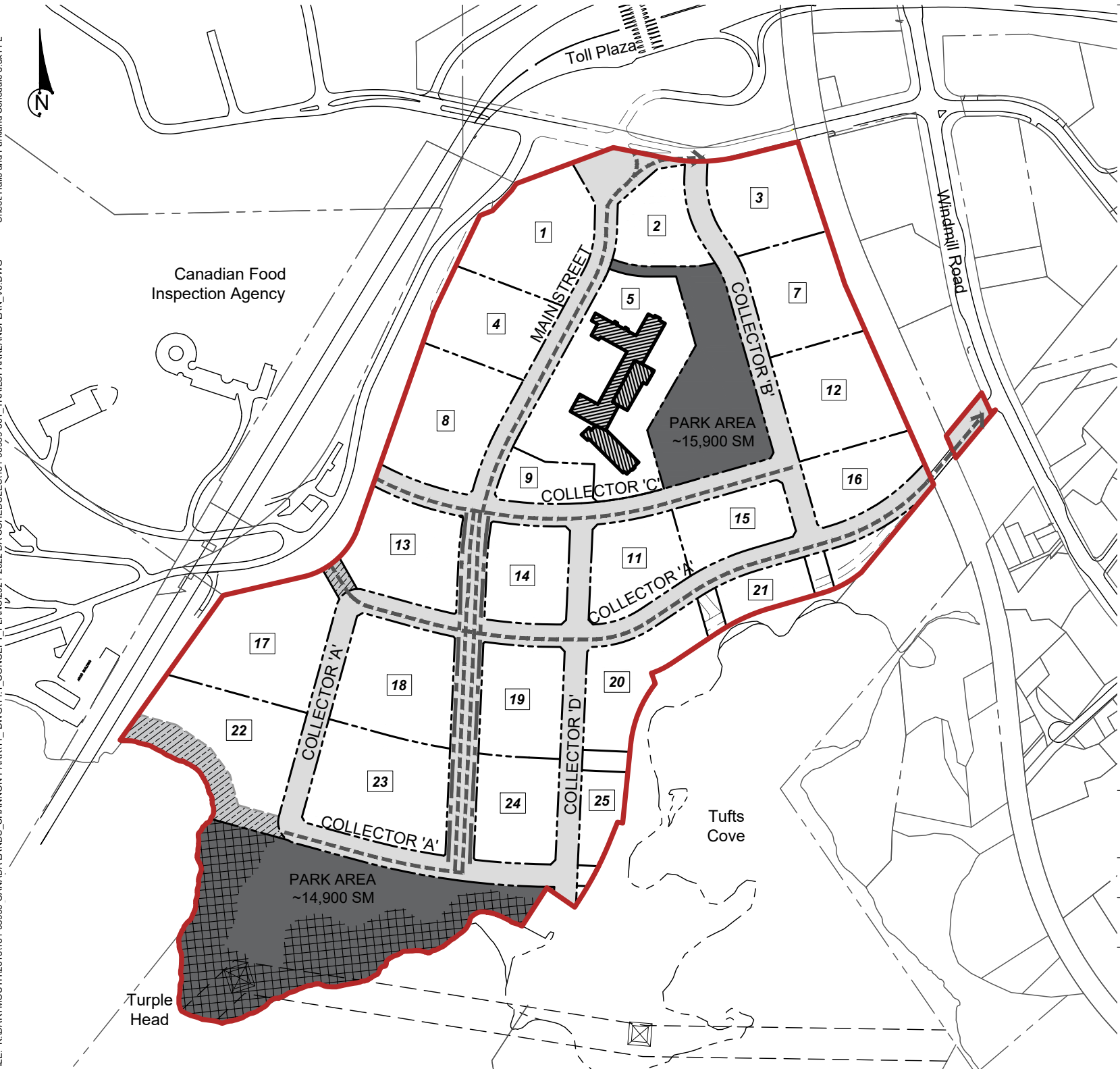
Version 6 02-December-2022





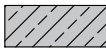



Shannon Park

Dartmouth, Nova Scotia

Schedule B: Site Plan





- LEGEND**
-  Subject Site Boundaries
 -  Adjacent Property Boundaries
 -  Parkland Dedication (30,800 SM - 10.9%)
 -  Natural Shoreline Grade outside Dedication
 -  Active Transportation Connections
 -  On Street AT Route
 -  Off Street Multi-Use Pathway Route
 -  Block Number

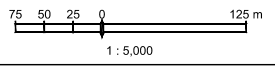
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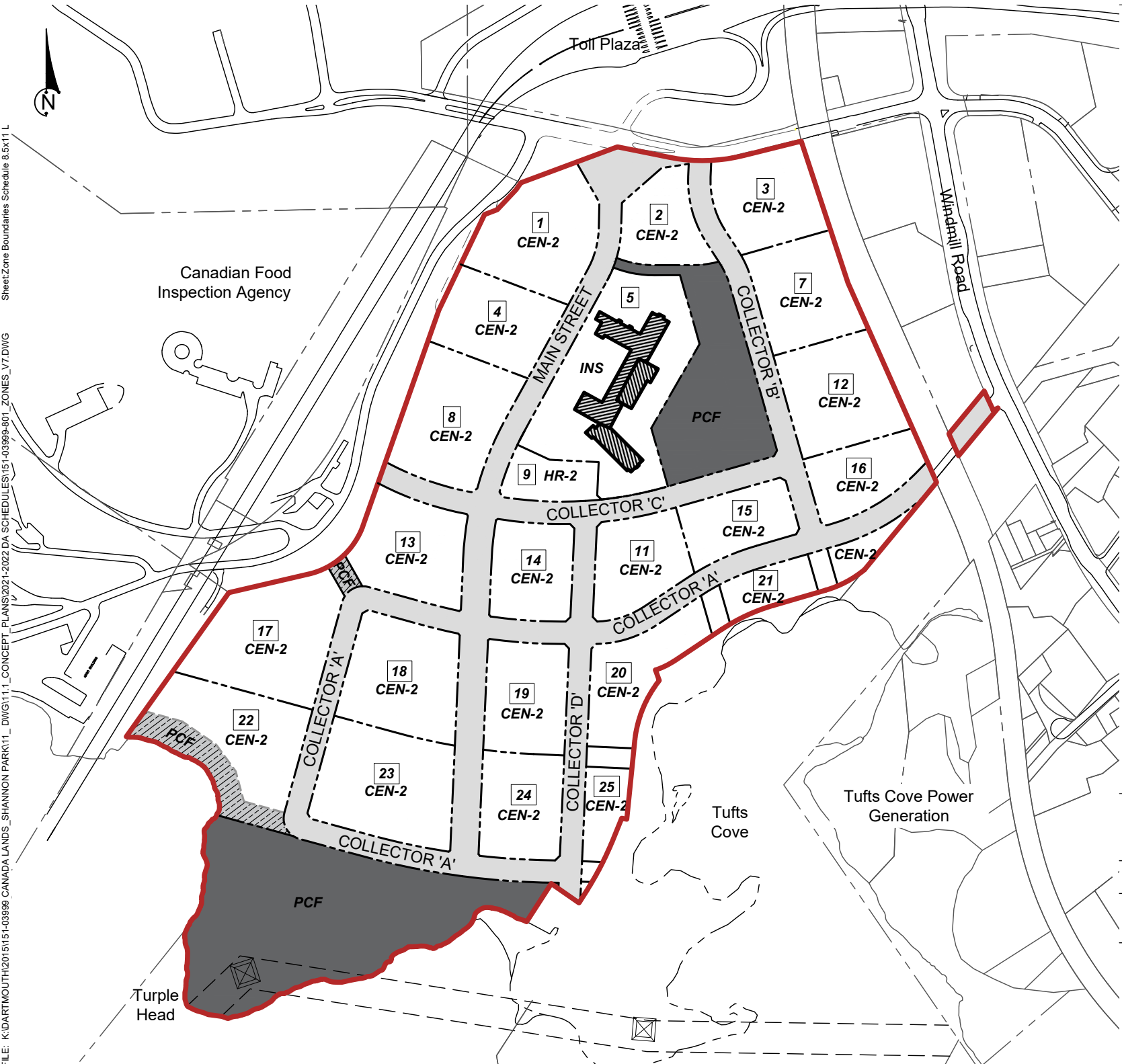
Version 6 02-December-2022

Shannon Park

Dartmouth, Nova Scotia

Schedule C: Trails & Parkland Plan





LEGEND

- Subject Site Boundaries
- Adjacent Property Boundaries
- Park Space
- Active Transportation Connections
- 16 Block Number
- CEN-2 Centre 2 Zone
- HR-2 Higher-Order Residential 2 Zone
- INS Institutional Zone
- PCF Parks & Community Facilities Zone

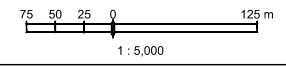
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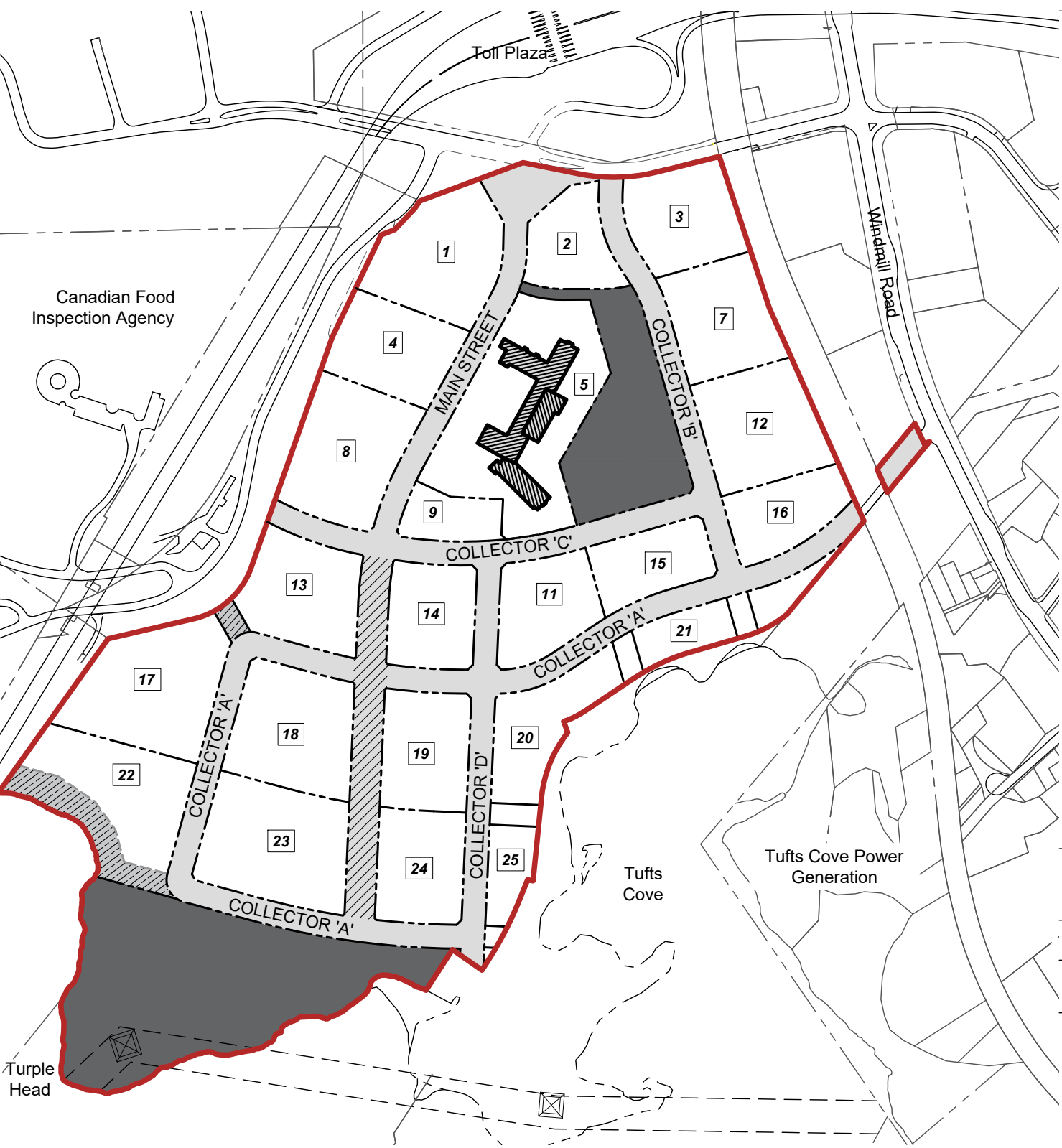
Version 7 02-December-2022

Shannon Park

Dartmouth, Nova Scotia

Schedule D: Zone Boundaries

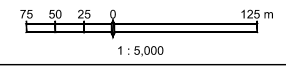


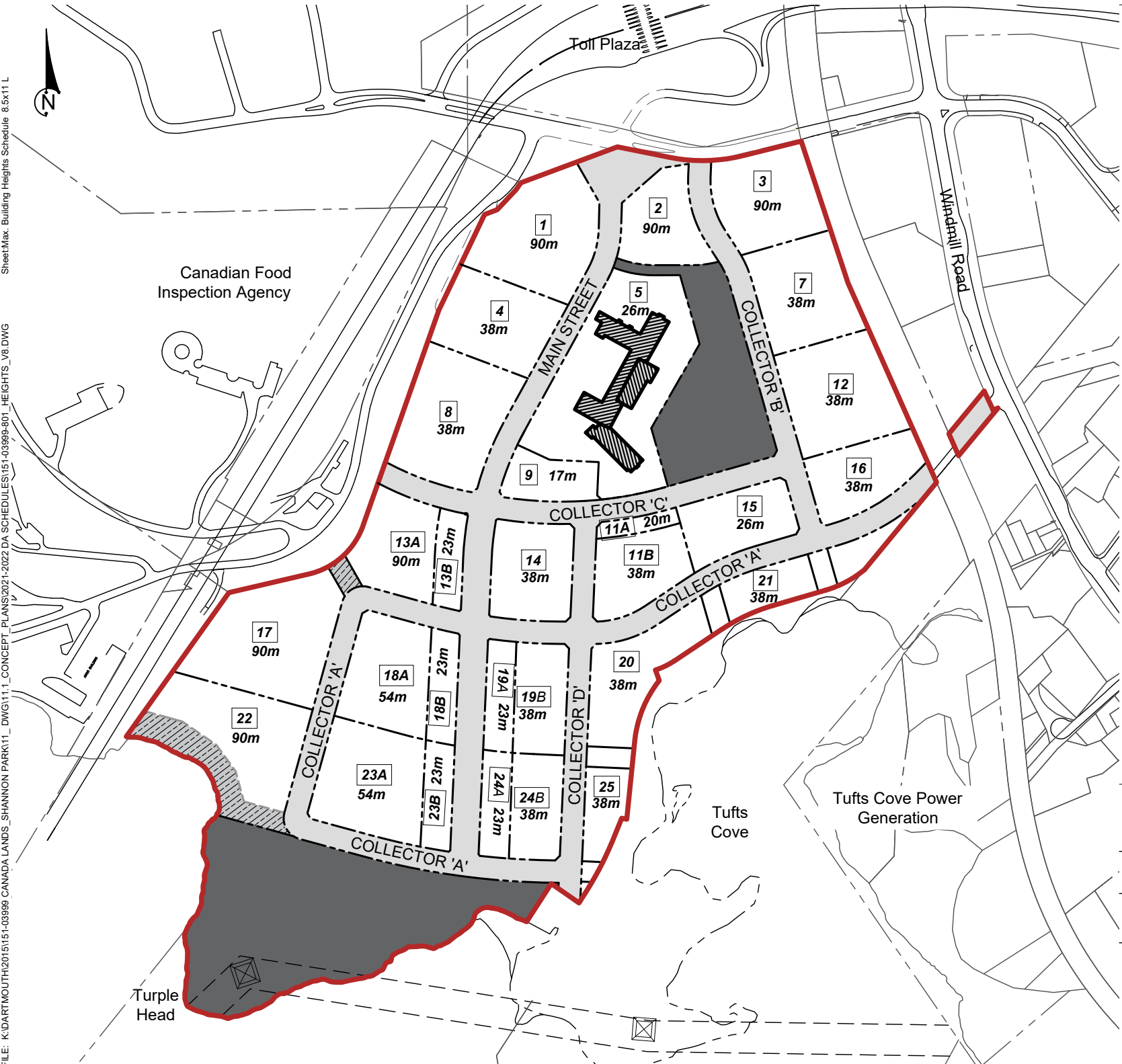


- LEGEND**
- Subject Site Boundaries
 - Adjacent Property Boundaries
 - Park Space
 - Pedestrian-Oriented Commercial Street
 - Active Transportation Connections
 - Block Number

Note: Street names are for illustrative purposes only and final street names will be determined at the Concept Subdivision Stage.

Version 6 01-December-2022
Shannon Park
Dartmouth, Nova Scotia
Schedule E: Pedestrian-Oriented Commercial Street





LEGEND

- Subject Site Boundaries
- Adjacent Property Boundaries
- Park Space
- Active Transportation Connections
- 26m Max. Height
- 16 Block Number

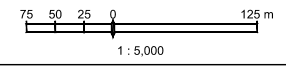
Note: Street names are for illustrative purposes only and final street names will be determined at the Concept Subdivision Stage.

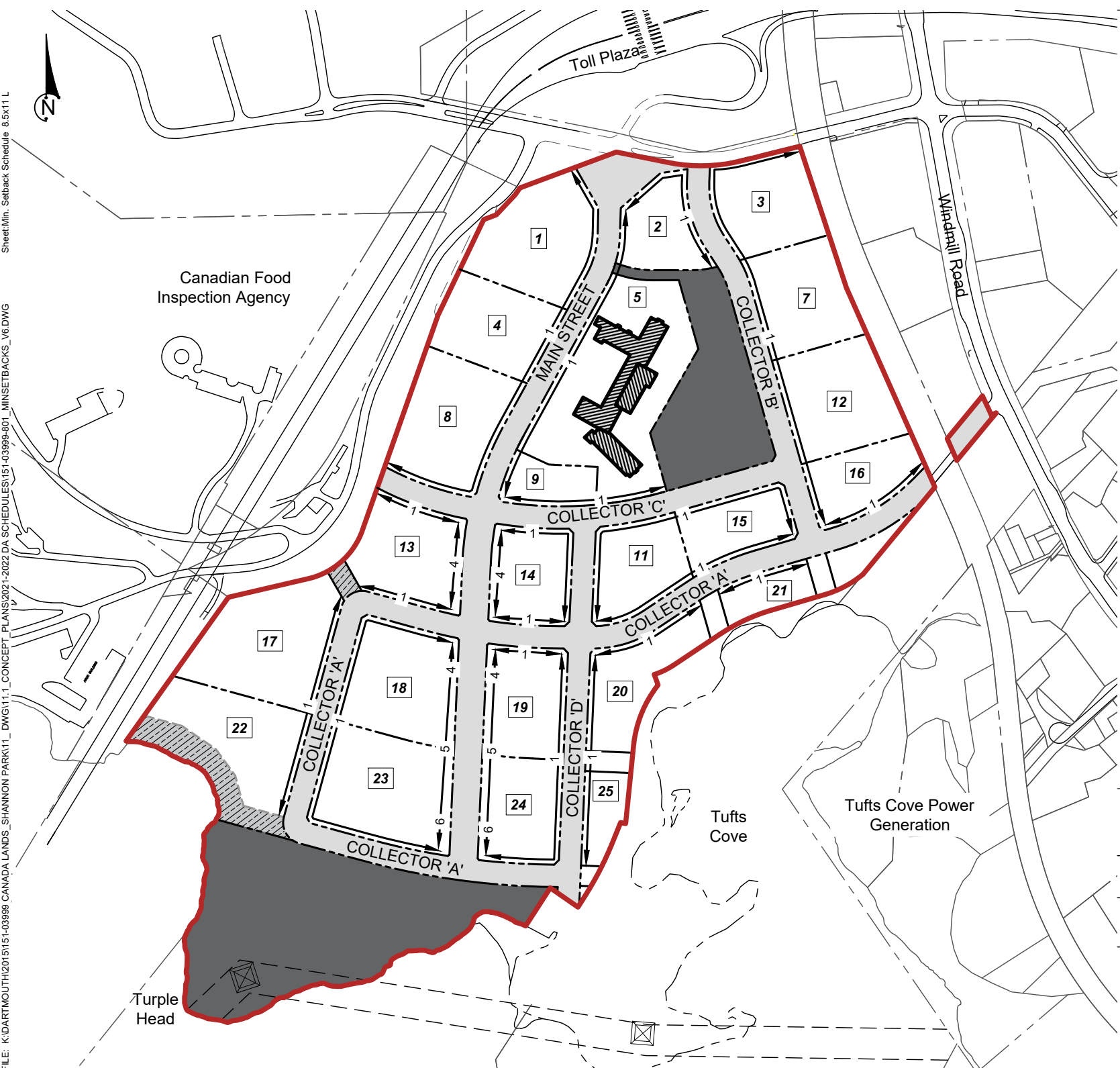
Version 8 01-December-2022

Shannon Park

Dartmouth, Nova Scotia

Schedule F: Maximum Building Height Precincts





- LEGEND**
- Subject Site Boundaries
 - Adjacent Property Boundaries
 - Park Space
 - Active Transportation Connections
 - 16 Block Number
 - ← 1 → Minimum Setback (m)

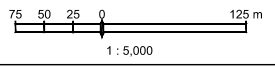
Note: Street names are for illustrative purposes only and final street names will be determined at the Concept Subdivision Stage.

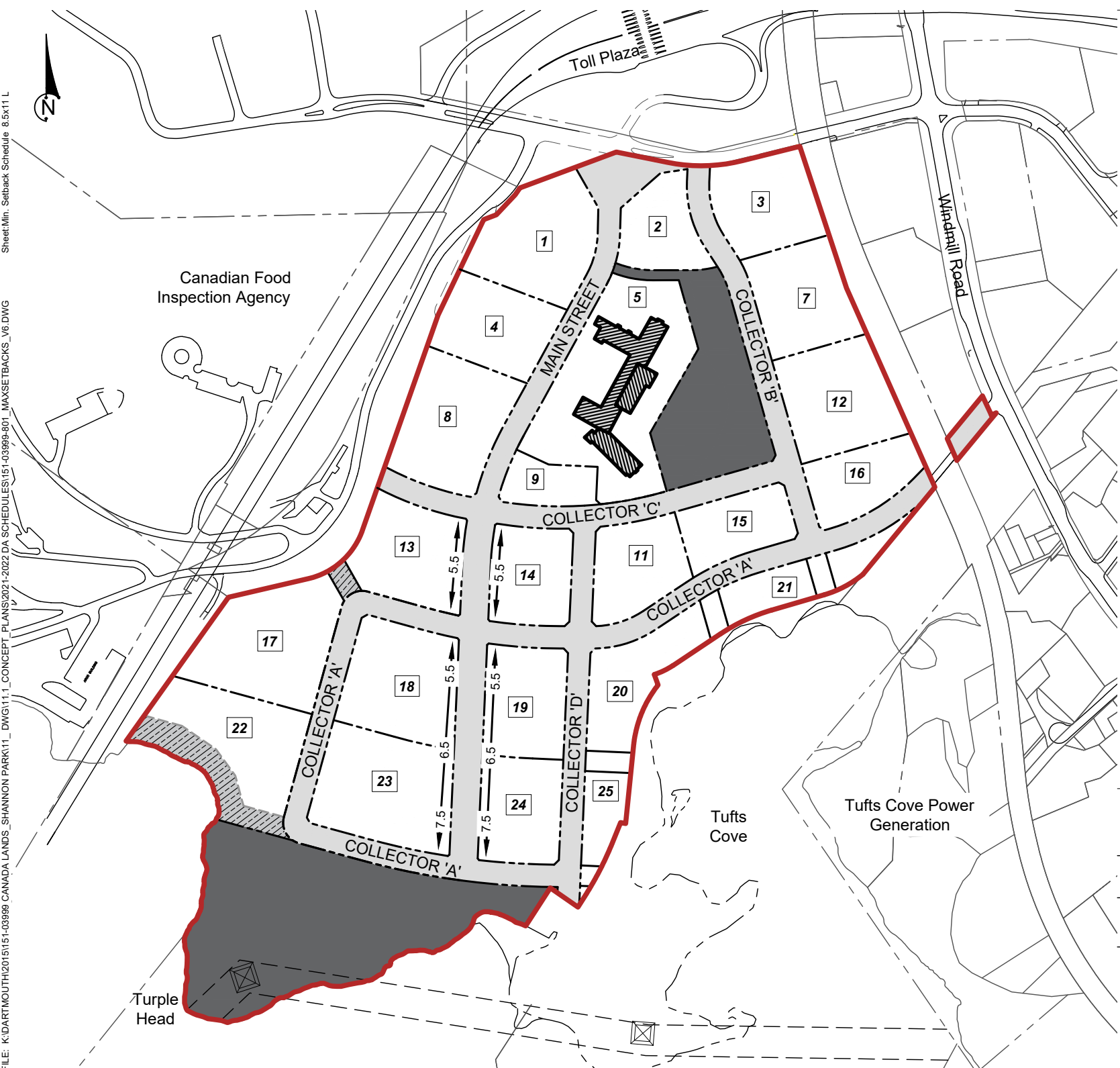
Version 6 01-December-2022

Shannon Park

Dartmouth, Nova Scotia

Schedule G: Minimum Front and Flanking Yards





- LEGEND**
- Subject Site Boundaries
 - - - - - Adjacent Property Boundaries
 - Park Space
 - Active Transportation Connections
 - 16 Block Number
 - ← 4 → Maximum Setback (m)

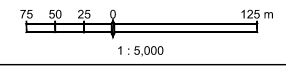
Note: Street names are for illustration purposes only and final street names will be determined at the Concept Subdivision Stage.

Version 6 01-December-2022

Shannon Park

Dartmouth, Nova Scotia

Schedule H: Maximum Front and Flanking Yards

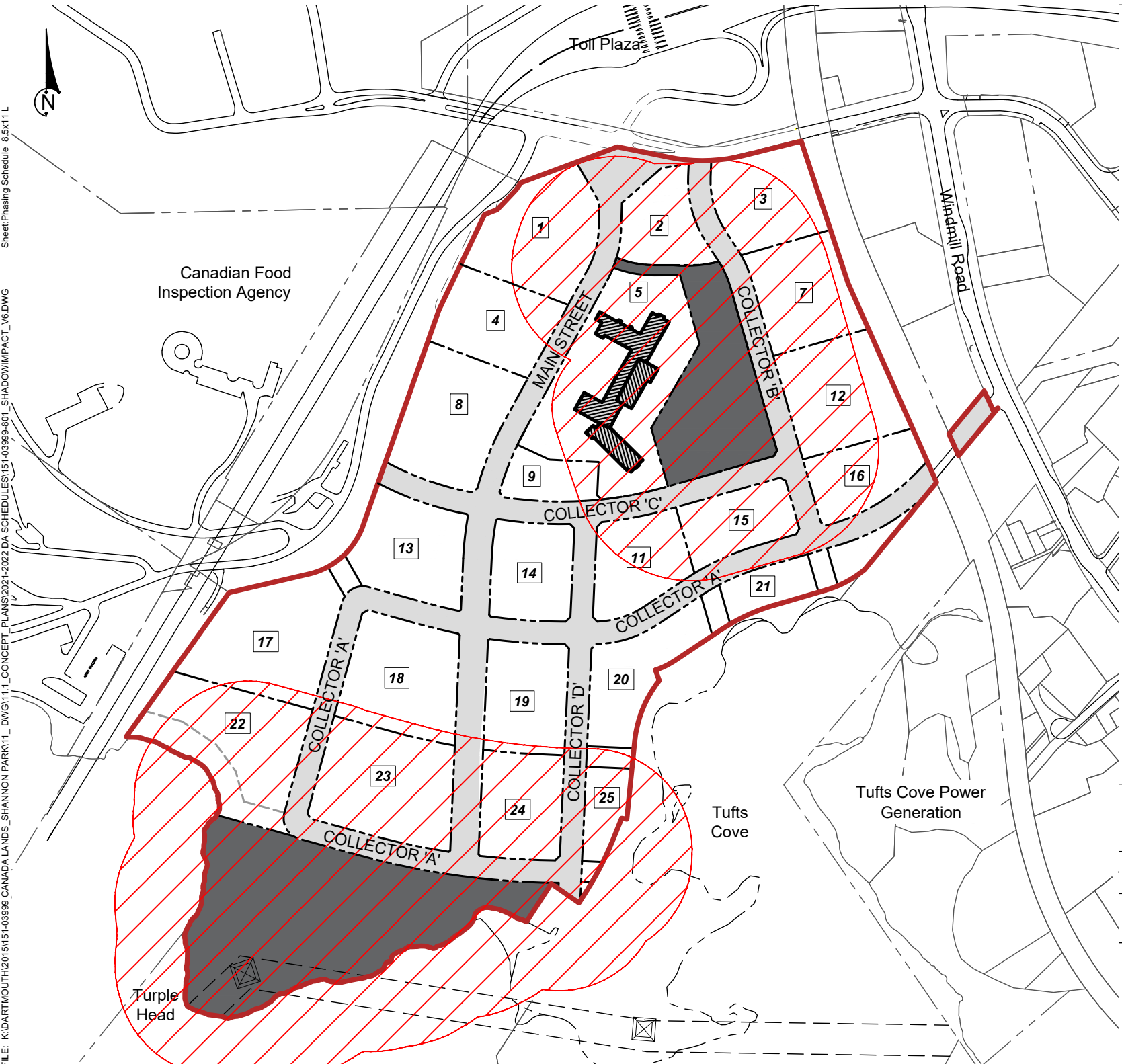


Canadian Food Inspection Agency






Turtle Head

Tufts Cove

Tufts Cove Power Generation



LEGEND

-  Subject Site Boundaries
-  Adjacent Property Boundaries
-  Identified Area
-  100m Buffer Area
-  Block Number

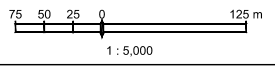
Note: Street names are for illustrative purposes only and final street names will be determined at the Concept Subdivision Stage.

Version 6 01-December-2022

Shannon Park

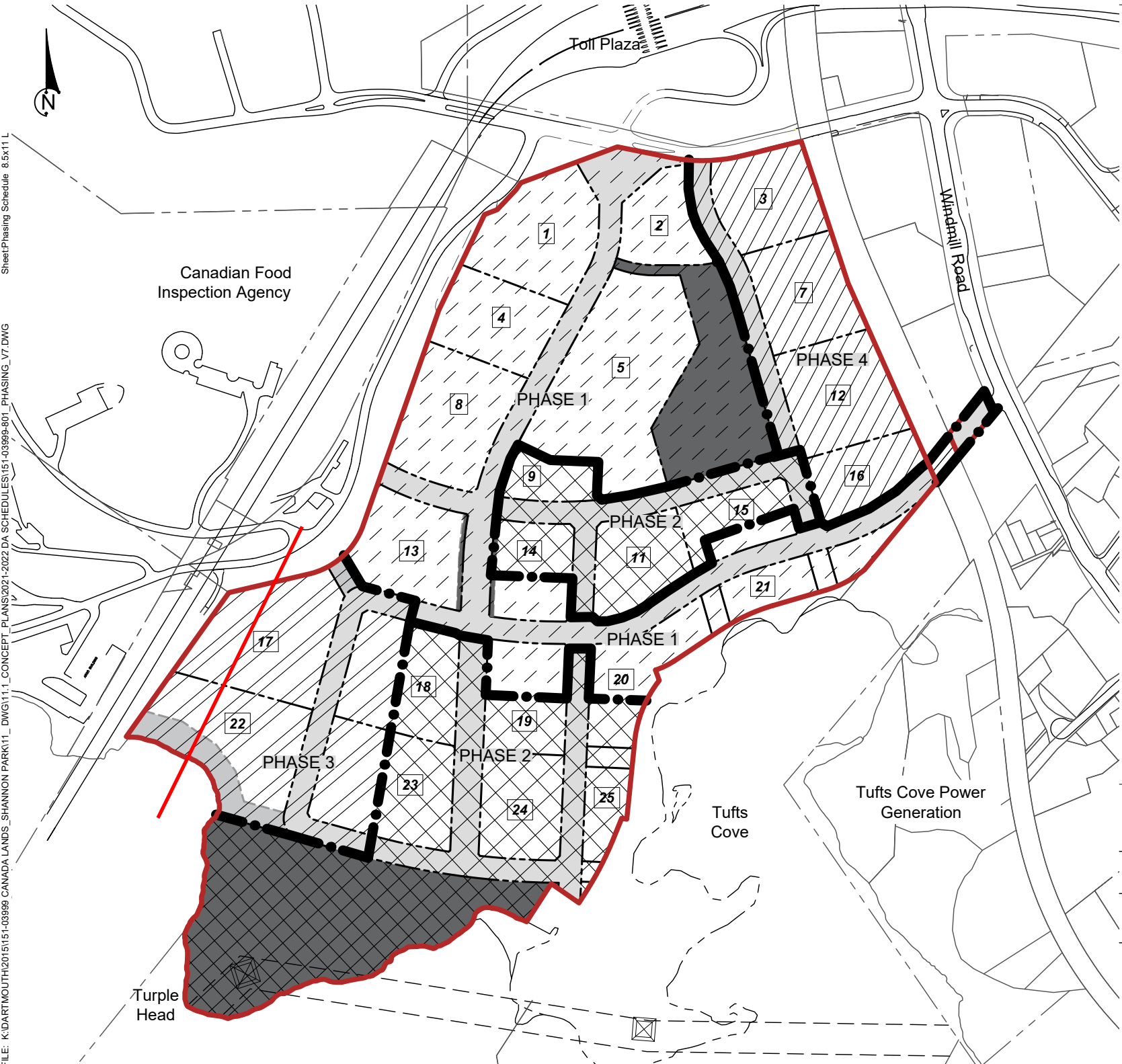
Dartmouth, Nova Scotia

Schedule I: Shadow Impact Assessment Protocol








FILE: K:\DARTMOUTH\2015\15-03999_CANADA_LANDS_SHANNON_PARK\11_DWG\11.1_CONCEPT_PLANS\2021-2022_DA_SCHEDULES\151-03999-801_PHASING_V7.DWG

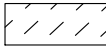
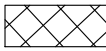


Sheet Phasing Schedule 8.5x11 L



LEGEND

-  Subject Site Boundaries
-  Adjacent Property Boundaries
-  Park Space
-  Active Transportation Connections
-  Block Number

Note: Street names are for illustrative purposes only and final street names will be determined at the Concept Subdivision Stage.

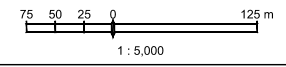
-  Phase 1
-  Phase 2
-  Phase 3
-  Phase 4

Version 7 01-December-2022

Shannon Park

Dartmouth, Nova Scotia

Schedule J: Phasing Plan



CANADA LANDS COMPANY CLC LIMITED
a body corporate, in the Province of Nova Scotia
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

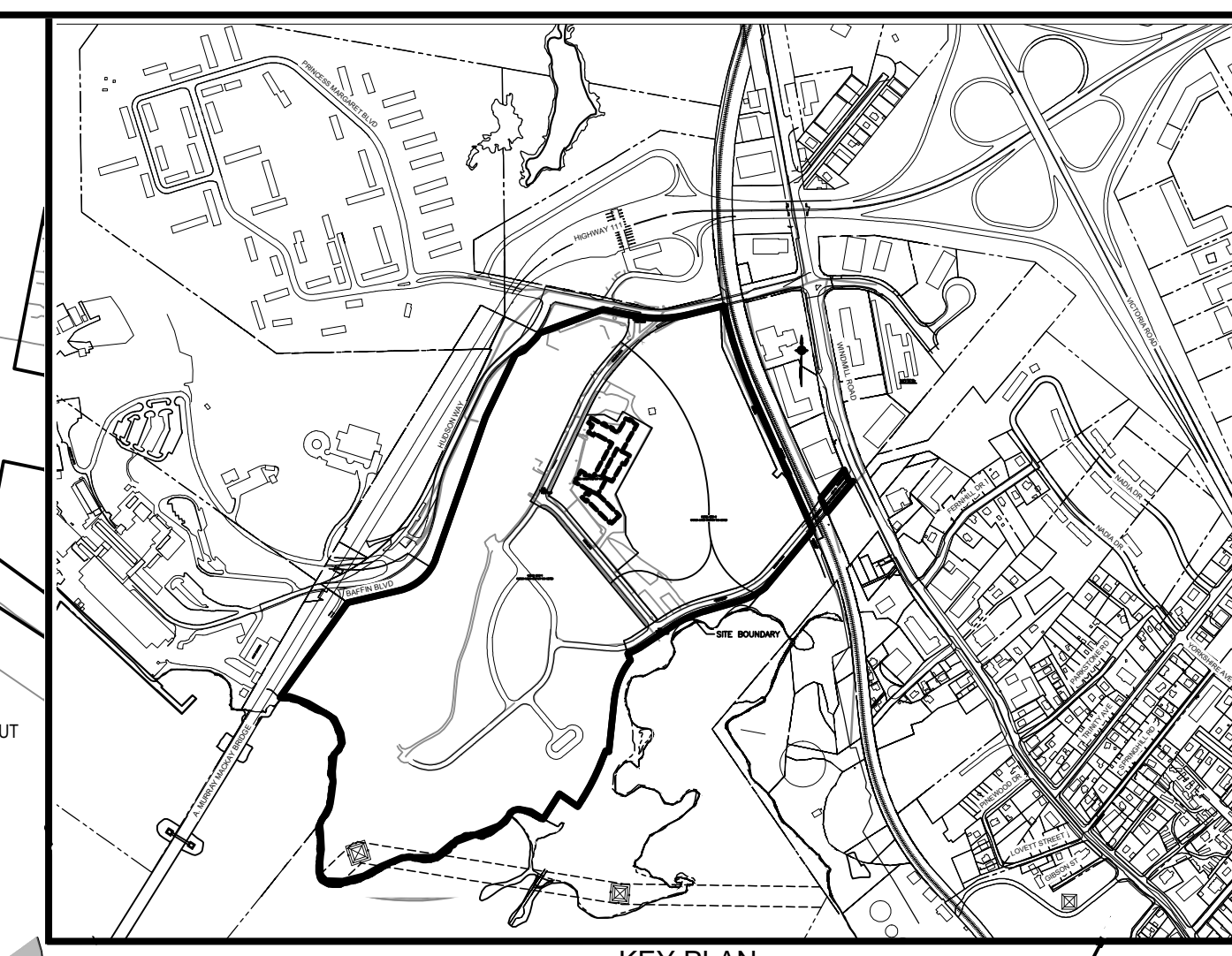
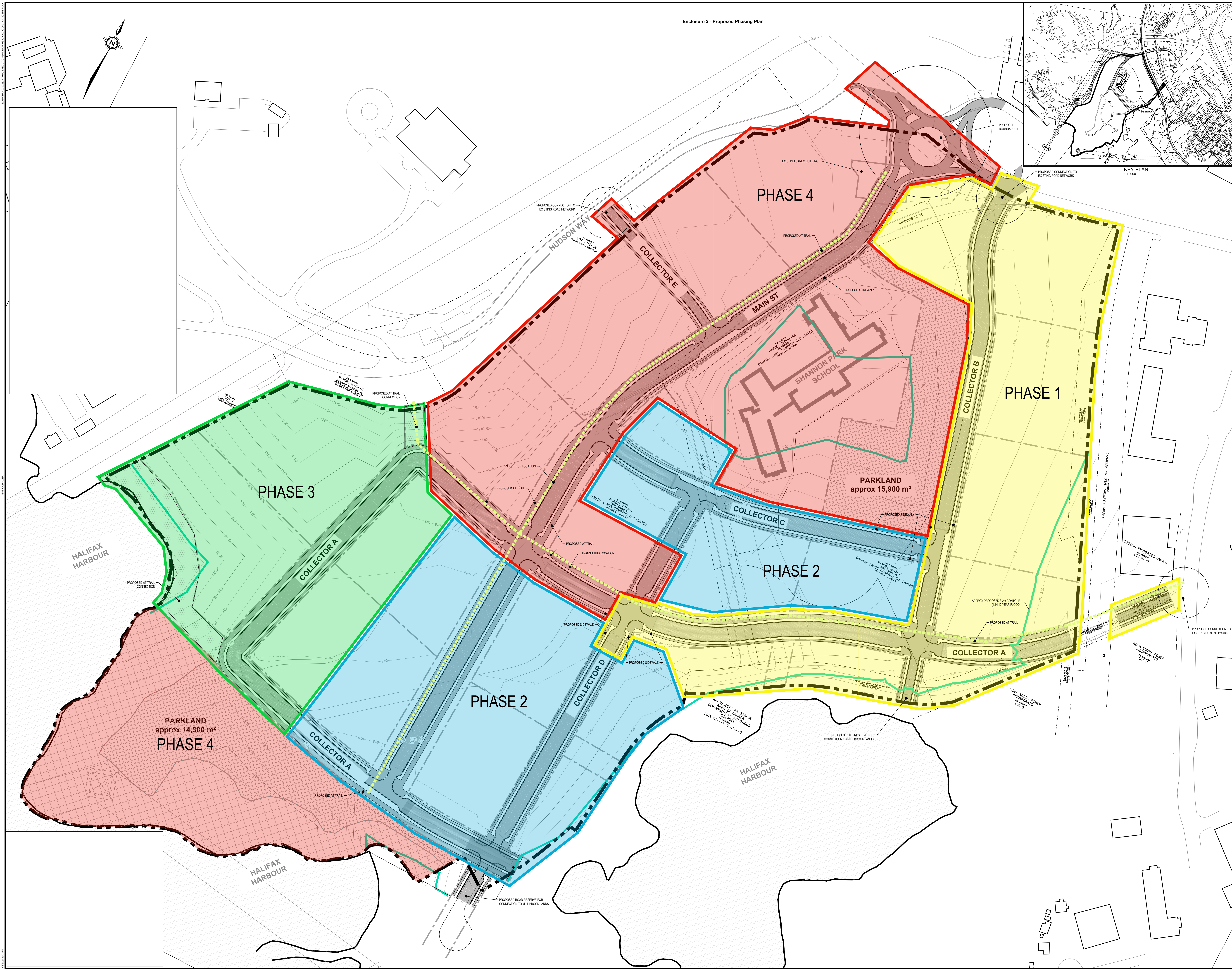
HALIFAX REGIONAL MUNICIPALITY
a municipal body corporate, in the Province of Nova Scotia
(hereinafter called the "Municipality")

OF THE SECOND PART

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DEVELOPMENT AGREEMENT

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LEGEND

- PROPERTY BOUNDARY
- PARCEL BOUNDARY
- EASEMENT
- PROPOSED LOT DIVISION
- MAJOR PEDESTRIAN AT ROUTE
- 3.2M CONTOUR
- PARKLAND
- PROPOSED AT TRAIL CONNECTION

APPROXIMATE PARK DEDICATION AREA

TOTAL AREA	351,308 SQM
TOTAL PROPOSED ROADWAY AREA	74,087 SQM
REQUIRED PARKLAND DEDICATION (10%)	27,722 SQM
TOTAL PROPOSED PARKLAND	30,800 SQM

PHASING BOUNDARIES

	PHASE 1
	PHASE 2
	PHASE 3
	PHASE 4

No.	Revision	Date

Professional Seal(s)

Drawn By: JP
 Dwg Standards Ctd By: SM
 Designed By: SM
 Design Checked By: SM
 Scale: 1:1000
 Project Title: SHANNON PARK REDEVELOPMENT CIVIL WORKS

SHANNON PARK REDEVELOPMENT CIVIL WORKS

CONCEPT PLAN

Project No: HFX-22022323-A0
 Dwg No: **C-000**