

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

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

(Instrument code: 451)

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

For Office Use

Registration district: Halifax

Submitter's user number: 21968

Submitter's name: Denny L. Pickup

In the matter of Parcel Identification Number (PID)

PID	00148544
PID	

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

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

118914028
Document #

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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 registered interests and related information are to be changed as follows:

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	
Mailing address of interest holder to be added (if applicable)	
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	
Reference to related instrument in parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) Instrument code: 443	

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

The following benefits are to be added and/or removed in the parcel register(s):

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

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs):	
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	

The following burdens are to be added and/or removed in the parcel register(s):

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

Instrument type	Development Agreement
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality / Party to Agreement (Burden)
Mailing address of interest holder to be added (if applicable)	HRM Planning and Development 2 nd Floor Alderney Drive PO Box 1749 Halifax NS B3J 3A5

May 4, 2009

Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	N/A
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	N/A

The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
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 (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
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	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	

Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	
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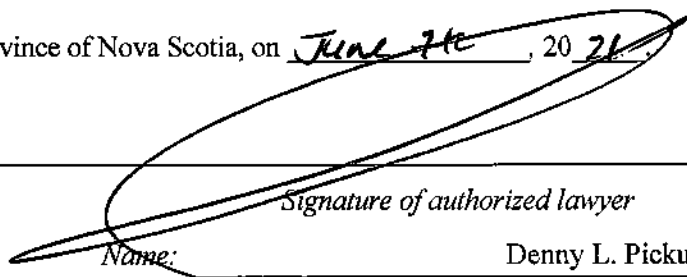
The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

Certificate of Legal Effect:

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

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, on June 7th, 20 21.



Signature of authorized lawyer
Name: Denny L. Pickup
Address: 99 Wyse Road, Suite 600
Dartmouth NS B3A 4S5
Phone: 902-460-3438
E-mail: dpickup@boyneclarke.ca
Fax: 902-463-7500

- 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 21 day of June, 2021

BETWEEN:

AMK BARRETT INVESTMENTS INC.

A body corporate, in the Halifax Regional Municipality 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")

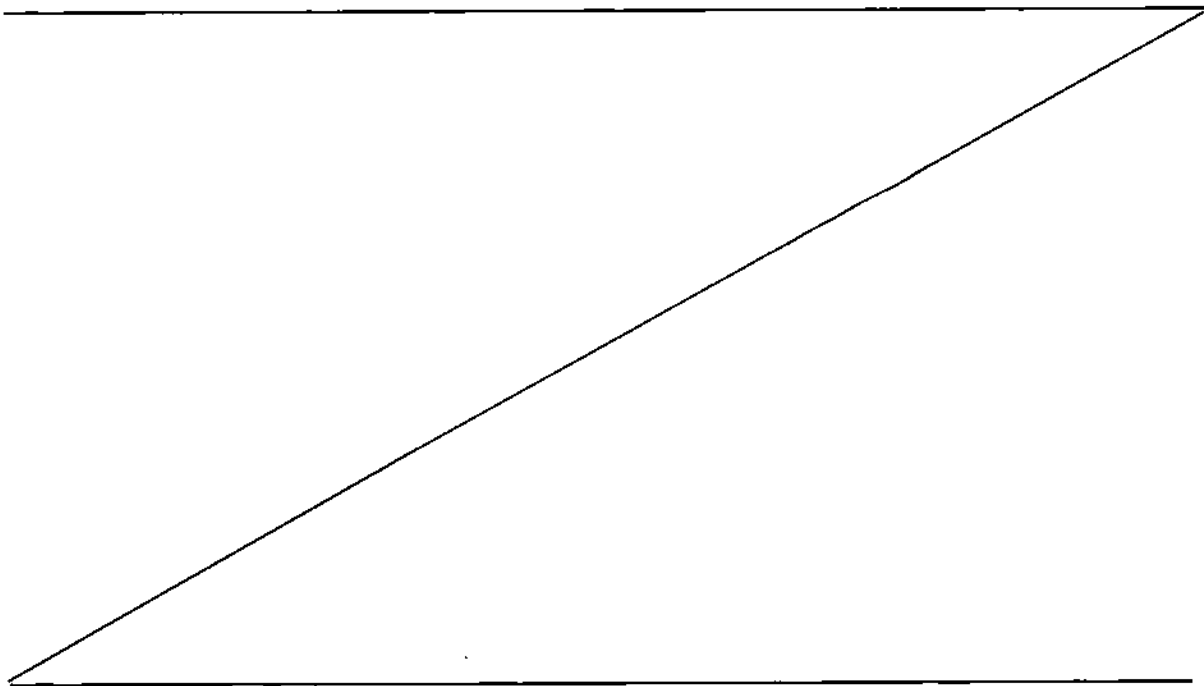
OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 2267 Brunswick Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for an 8 storey residential addition to an existing building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 6.1, 9.3.2 and 9.3.2.1 of the Peninsula North Secondary Municipal Planning Strategy and Sections 76(1), 76(2) and 77 of the Halifax Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on July 9, 2019, referenced as Municipal Case Number 20417;

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 Land Use By-law for Halifax Peninsula and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

1.4.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

1.5 Costs, Expenses, Liabilities and Obligations

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.

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, if not defined in these documents their customary meaning shall apply.

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 20417:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	1 st Level Floor Plan (Parking)
Schedule D	1 st Level Floor Plan
Schedule E	2 nd to 4 th Level Floor Plan
Schedule F	5 th to 6 th Level Floor Plan
Schedule G	7 th Level Floor Plan
Schedule H	Penthouse Level Floor Plan
Schedule I	Roof Plan
Schedule J	West Elevation (Brunswick Street)
Schedule K	East Elevation
Schedule L	South Elevation
Schedule M	West Elevation

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the commencement of any site work the Developer shall provide to the Development Officer in accordance with section 5.1 of this Agreement:
- (a) Letter from the Curator of Special Places attesting the Developer has complied with all the requirements of Heritage Division of Nova Scotia Communities, Culture and Heritage;
 - (b) Site Disturbance Plan;
 - (c) Erosion and Sedimentation Control Plan; and
 - (d) Site Grading and Stormwater Management Plan.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall provide to the Development Officer:
- (a) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4.1 of this Agreement.
- 3.2.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the Development Officer with certification from a member in good standing of the Canadian Society of Landscape Architects indicating that the Developer has complied with the landscaping provisions of this Agreement.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been

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

3.3 General Description of Land Use

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

- (a) multiple unit residential building;
- (b) ground level parking located at 1st Level (Parking) under the multiple unit building;
- (c) any accessory uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Halifax Peninsula as amended from time to time;
- (a) The habitable floors shall include, in addition to the residential use, a common amenity terrace of 500 square feet (46.45 square metres) at the roof level;
- (b) A minimum of 1200 square feet (111.48 square metres) of outdoor landscaped open space shall be provided at ground level at the northeast area of the Lands as generally shown at Schedule B;
- (c) A minimum of 4 parking spaces shall be provided at the 1st Level (Parking) of the multiple unit residential building;
- (d) A 5-stream source separation area shall be provided at the 1st Level (Parking); and
- (e) A maximum of 42 residential dwelling units shall be permitted within the multiple unit residential building.

3.3.2 The Development Officer may permit unenclosed structures attached to a main building such as steps and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Land Use By-law for Halifax Peninsula, as amended from time to time.

3.4 Archeological Resources

3.4.1 The Lands at 2267 Brunswick Street falls within the High Potential Zone for Archaeological Sites identified by the Province. The Developer shall contact the Curator of Special Places with the Heritage Division of Nova Scotia Communities, Culture and Heritage of the Province of Nova Scotia prior to any disturbance of the site and the Developer shall comply with requirements set forth by the Province in this regard.

3.5 Siting and Architectural Requirements

3.5.1 The building's siting, bulk and scale shall comply to the following:

- (a) lot coverage shall not exceed 70%;
- (b) the building, at 1st Level (Parking), 1st Level, 2nd Level, 3rd Level and 4th Level, shall be a minimum of 60 feet from the front lot line;
- (c) the maximum permitted height of the building shall not exceed 87.5 feet measured from the floor of the 1st Level (Parking) to the top of the roof slab;
- (d) the maximum permitted height may be exceeded to accommodate appurtenances extending from the surface of the roof but shall not include habitable living space;
- (e) where minimum or zero-lot line sideyard setbacks are permitted, they are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws; and
- (f) any excavation, construction or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

- 3.5.2 The multiple unit residential building will be accessed from the interior of the existing St. Patrick's Rectory building by an enclosed pedestrian walkway. Service entrances shall be integrated into the design of the building and shall not be a predominant feature.
- 3.5.3 The façades facing St. Patrick's Church, Barrington Street and the Heustis House shall be designed and detailed as the Brunswick Street primary façade. Further, the same architectural treatment of windows, balconies/terraces and surfaces shall be continued around all sides of the building as identified on the Schedules.
- 3.5.4 Large blank walls that deteriorate the scale of the pedestrian environment shall not be permitted. The scale of large walls shall be tempered by details in the proposed cladding creating texture, wall patterns and colour/tonal change as identified on the Schedules. The landscape plan may provide for textured plantings and treillage and distinctive landscape features in front of the façades.
- 3.5.5 Any exposed foundation in excess of two feet in height and 10 square feet in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.6 Exterior building materials shall not include vinyl siding.
- 3.5.7 All mechanical vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.8 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Brunswick Street, Barrington Street or the abutting Registered Heritage Properties on either side. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.5.9 All windows shall be vertical in proportion, or square. The framing of the curtain walls, mullions and muntin bars shall all be considered to create vertical proportioned windows. Windows should be framed with prefinished metal.
- 3.5.10 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.6 Parking, Circulation and Access**
- 3.6.1 Four (4) parking spaces shall be provided at grade at the rear of the building, and accessed as shown on Schedule B. The parking area and parking access shall maintain setbacks from the property lines as shown on the plan.
- 3.6.2 The parking area shall provide a minimum of four (4) automobile parking spaces and 24 Class A bicycle parking stalls.
- 3.6.3 The driveway shall be hard surfaced.
- 3.6.4 The limits of the parking area shall be defined by a concrete curb.
- 3.6.5 It is the responsibility of the Developer to maintain all required rights-of-way over the abutting St. Patrick's Church property as shown on Schedule C in written agreements.

3.6.6 The access from the Lands onto the public sidewalk shall be demarcated, for the purpose of pedestrian safety, by a landscape design element.

3.7 Outdoor Lighting

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

3.8 Landscaping

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

3.8.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which provides 460 square feet of Landscaped Open Space as shown on Schedule B, and that complies with the provisions of this section and as generally shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects).

3.8.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.8.4 Notwithstanding Section 3.8.3, where the weather and time of year do not allow the completion of the outstanding landscape works 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 member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Maintenance

3.9.1 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.

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

3.10 Signs

3.10.1 The sign requirements shall be accordance with the Land Use By-law for Halifax Peninsula as amended from time to time.

3.10.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

3.10.3 Signs shall only be externally illuminated.

3.11 Temporary Construction Building

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

3.12 Screening

3.12.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Brunswick Street and residential properties along the St. Patrick's Church and Huestis House property lines. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.12.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Brunswick Street or incorporated in to the architectural treatments and roof structure.

3.12.3 Any mechanical equipment shall be screened from view from Brunswick Street or Barrington Street with details such as a combination of fencing and landscaping or building elements.

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.

4.3 Solid Waste Facilities

4.3.1 The building shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

4.3.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.

- 4.3.3 All refuse and recycling materials shall be contained within the building. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

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) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
- (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

5.2 Sulphide Bearing Materials

5.2.1 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 by resolution of Council.

- (a) Changes to the architectural requirements/details as shown on the attached Schedules or as detailed in Section 3.5 which, in the opinion of the Development Officer, do not conform with Schedules J, K, L or M;
- (b) Changes to the design, layout and positioning of the building, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of the Development Officer, are minor;
- (c) An increase in the floor area of the building;
- (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 7.5 of this Agreement.

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 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 three (3) years from the date of registration of this Agreement at the 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 installation of the footings and foundation for the proposed building.
- 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, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

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

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after seven (7) years from the date of registration of this Agreement at the 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

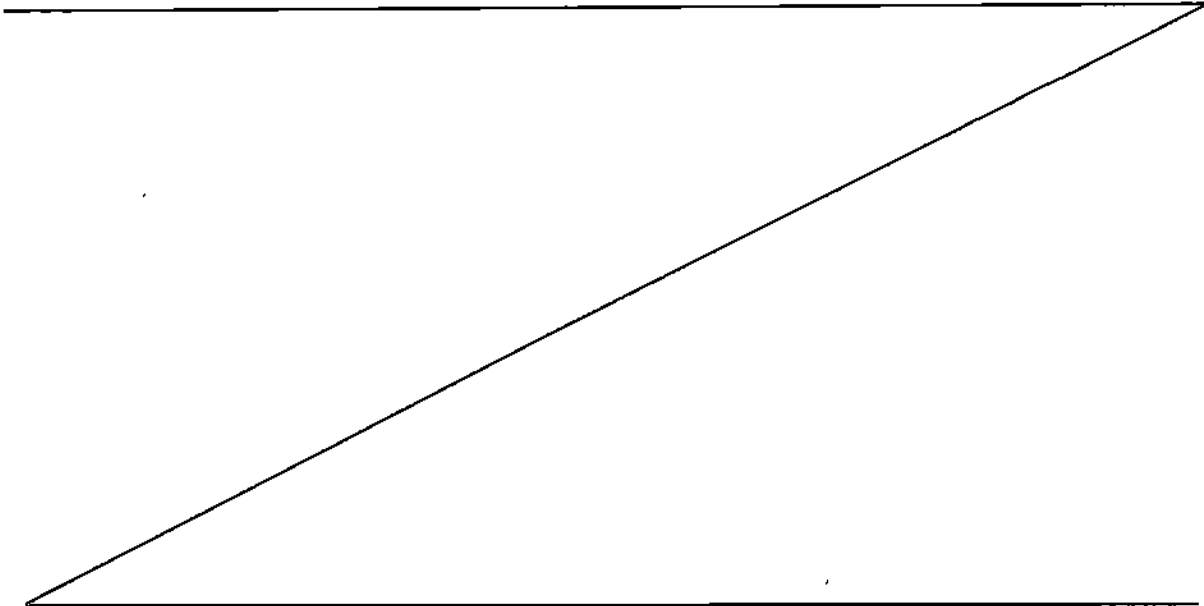
8.1 Enforcement

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:

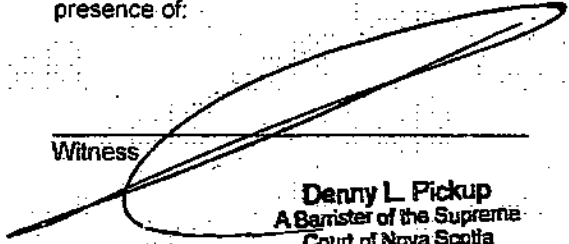
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation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

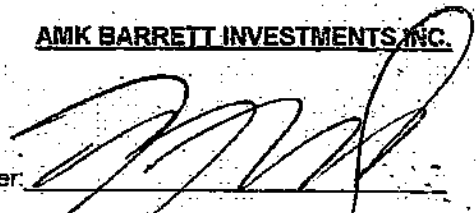
SIGNED, SEALED AND DELIVERED in the presence of:

Witness


Denny L. Pickup
A Barrister of the Supreme
Court of Nova Scotia

AMK BARRETT INVESTMENTS INC.

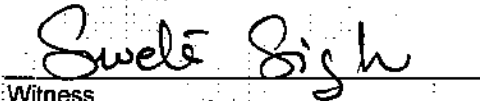
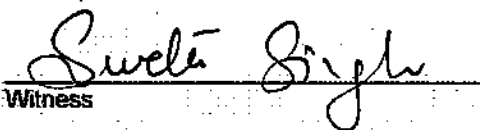
Per:


Print Name: Adam M.K. Barrett

Print Position: President.

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

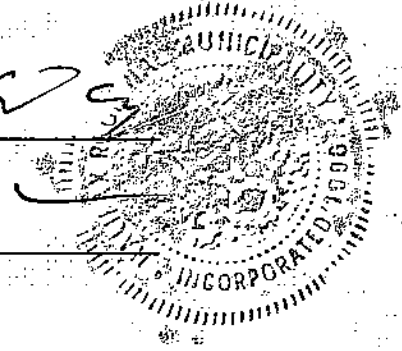
Witness


Sweta Singh
Witness

Sweta Singh
Witness

HALIFAX REGIONAL MUNICIPALITY

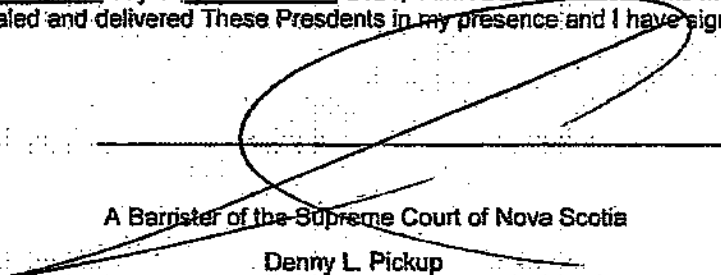
Mayor

Municipal Clerk



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

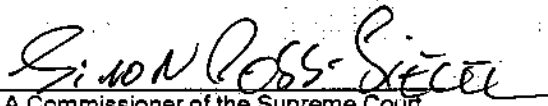
I CERTIFY on this 24 day of June, 2021, AMK Barrett Investments Inc., one of the parties herein, signed, sealed and delivered These Presents in my presence and I have signed as a witness to such execution.


A Barrister of the Supreme Court of Nova Scotia

Denny L. Pickup

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 24 day of June, A.D. 2021, before me, the subscriber personally came and appeared Sweeta Singh the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Iain MacLean, Municipal 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

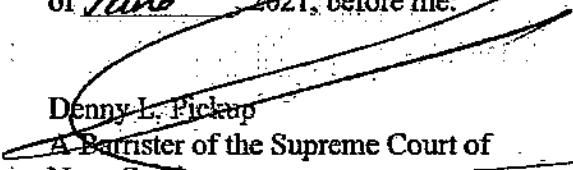
SIMON ROSS-SIEGEL
A Commissioner of the
Supreme Court of Nova Scotia

**CANADA
PROVINCE OF NOVA SCOTIA**

I, Adam Michael K. Barrett, of Halifax, in the Province of Nova Scotia, make oath and say as follows:

1. THAT I am the President of AMK Barrett Investments Inc., (the "Developer"), and I have the authority to execute this instrument on behalf of the Developer and thereby bind the Developer;
2. THAT the Developer is not now nor will it be upon delivery of the attached Indenture, a non-resident of Canada within the meaning of the *Income Tax Act* (Canada);
3. THAT the undersigned acknowledges that the foregoing instrument was executed on the date of this Affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s. 31(a) of the *Registry Act*, R.S.N.S. 1989, c. 392 or s.79(1)(a) of the *Land Registration Act* as the case may be;
4. THAT the ownership of a share or an interest in a share of the Developer does not entitle the owner thereof to the occupation of the lands pursuant to the *Matrimonial Property Act*;
5. THAT the Developer has given authorization that this instrument can be signed without the corporate seal and it is to have effect as if said seal was embossed over the signature;

SWORN TO at Halifax, in the
Province of Nova Scotia, on this 7th day
of June, 2021, before me:


Denny L. Pickap
A Barrister of the Supreme Court of
Nova Scotia


Adam Michael K. Barrett

SCHEDULE A

PID 00148544

ALL that certain lot, piece or parcel of land situate, lying and being on the northeastern side of Brunswick Street, Halifax, Province of Nova Scotia and being more particularly described as follows:

BEGINNING at the intersection of the northeastern boundary of Brunswick Street with the southeastern boundary of Lot D2;

THENCE along the southeastern boundary of Lot D2 on a bearing of north 45 degrees, 29 minutes, 40 seconds east for a distance of 41.102 metres;

THENCE on a bearing of south 47 degrees, 04 minutes, 27 seconds east for a distance of 13.698 metres;

THENCE on a bearing of north 46 degrees, 38 minutes, 20 seconds east for a distance of 12.497 metres;

THENCE on a bearing of south 47 degrees, 04 minutes, 27 seconds east for a distance of 7.151 metres;

THENCE on a bearing of south 46 degrees, 38 minutes, 20 seconds west for a distance of 53.644 metres to the northeastern boundary of Brunswick Street;

THENCE along the northeastern boundary of Brunswick Street on a bearing of north 47 degrees, 04 minutes, 27 seconds west for a distance of 20.026 metres to the point of beginning;

TOGETHER WITH AND SUBJECT TO an easement as contained in document number 108943383 recorded May 13, 2016.

Bearings are referred to grid north, 3 degree M.T.M. projection, central meridian 64 degrees, 30 minutes west.

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

Compliance:

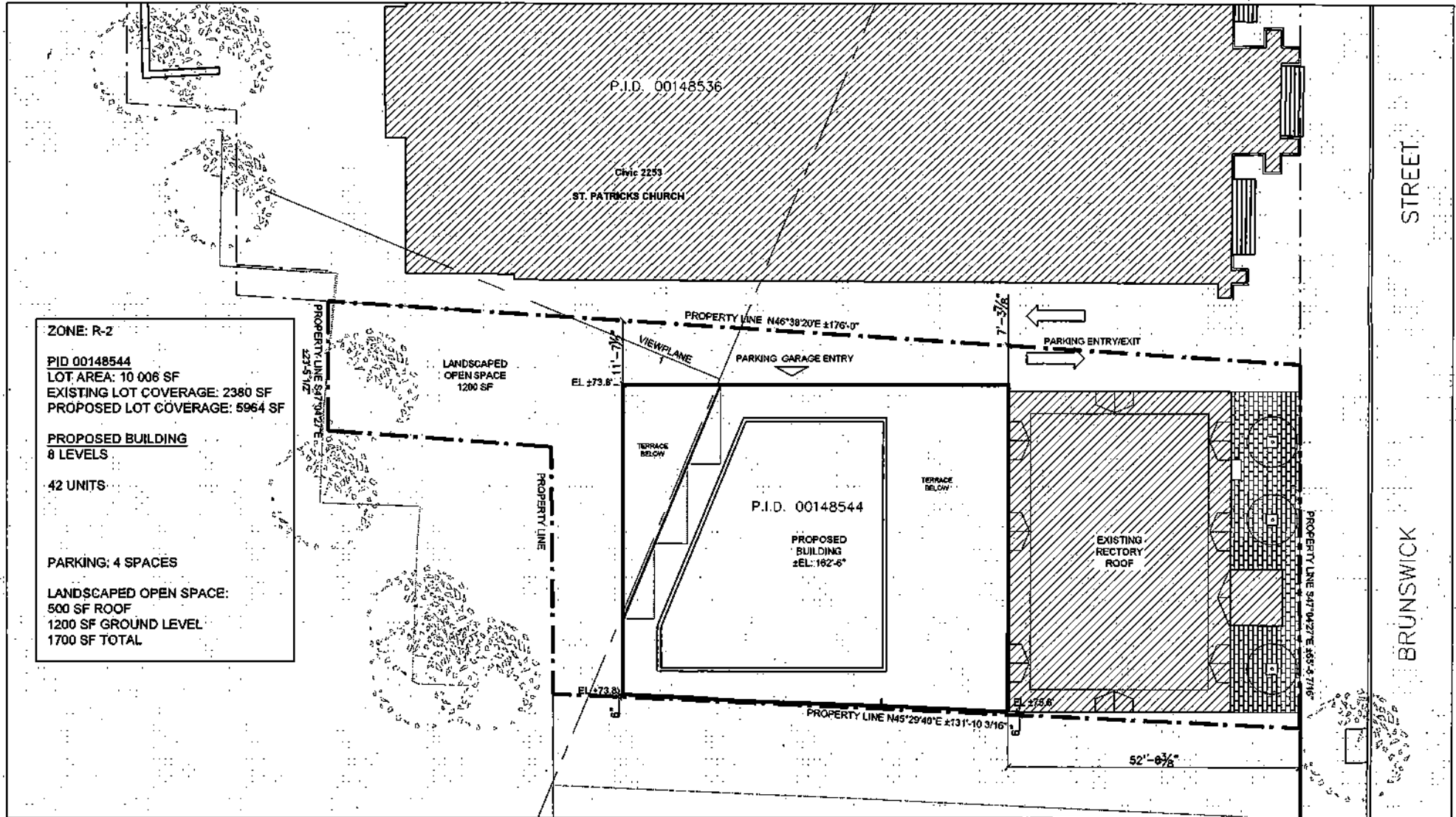
The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: HALIFAX COUNTY

Registration Year: 1866

Book: 154 Page: 667 Document Number: 1495

Attachment B: Revised Scheduled to Proposed Development Agreement



ZONE: R-2

PID 00148544
 LOT AREA: 10 006 SF
 EXISTING LOT COVERAGE: 2380 SF
 PROPOSED LOT COVERAGE: 5964 SF

PROPOSED BUILDING
 8 LEVELS

42 UNITS

PARKING: 4 SPACES

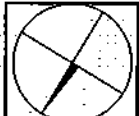
LANDSCAPED OPEN SPACE:
 500 SF ROOF
 1200 SF GROUND LEVEL
 1700 SF TOTAL

STUDIO WORKS
 INTERNATIONAL INC
1000
1000
1000
1000

ST. PATRICK'S RECTORY
SITE PLAN

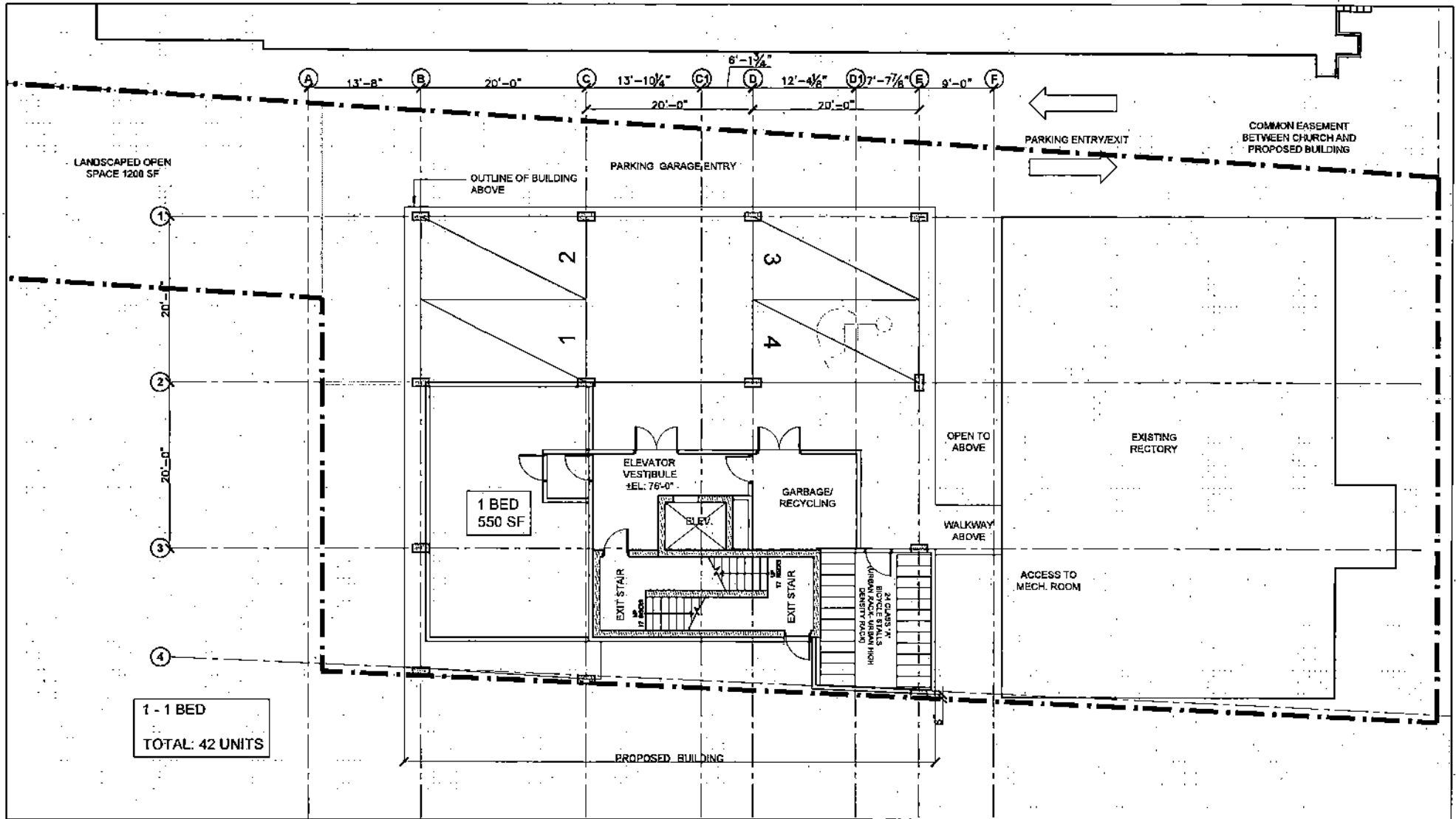
Location: 2267 BRUNSWICK ST. HALIFAX, N.S.

Schedule B



scale	1/8"=1'-0"
date	11/02/15
drawn	LG
proj.	SP1501

dwg no:	S01
rev.	6 (APRIL 6 2019)

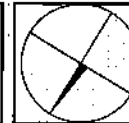


1 - 1 BED
TOTAL: 42 UNITS

STUDIO WORKS
INTERNATIONAL INC
1100-1200 ...
Halifax, NS ...
Tel: (902) 420-1100
Fax: (902) 420-1101
www.studioworks.ca

title ST. PATRICK'S RECTORY
1ST LEVEL FLOOR PLAN (PARKING)
location 2267 BRUNSWICK ST. HALIFAX, N.S.

Schedule C



scale	3/32" = 1'-0"
date	11/02/15
drawn	LQ
proj.	SP1501

dwg no.	A01
rev.	5 (JAN 7 2015)

ST. PATRICK'S CHURCH

A 13'-8" B 20'-0" C 13'-10 1/4" D 6'-1 1/4" E 12'-4 1/8" F 7'-7 1/8" 9'-0"

PARKING ENTRY/EXIT

1 20'-0" 2 20'-0" 3 4

1 BED 594 SF STUDIO 350 SF STUDIO 370 SF 1 BED 535 SF

BALCONY

CORRIDOR ±EL: 86'-0"

ELEV. MECH.

BRIDGE

EXISTING RECTORY

BALCONY

1 BED 400 SF

EXIT STAIR

EXIT STAIR

SERVICE

25'-4"

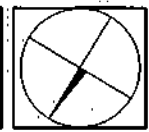
PROPOSED BUILDING

3 - 1 BED 2 - STUDIO TOTAL: 42 UNITS

STUDIO WORKS
INTERNATIONAL INC.
2267 BRUNSWICK ST. HALIFAX, N.S. B3K 1G5
Tel: 902 429 1899
Fax: 902 429 1897
www.studioworks.ca

180 ST. PATRICK'S RECTORY
1ST LEVEL FLOOR PLAN
location 2267 BRUNSWICK ST. HALIFAX, N.S.

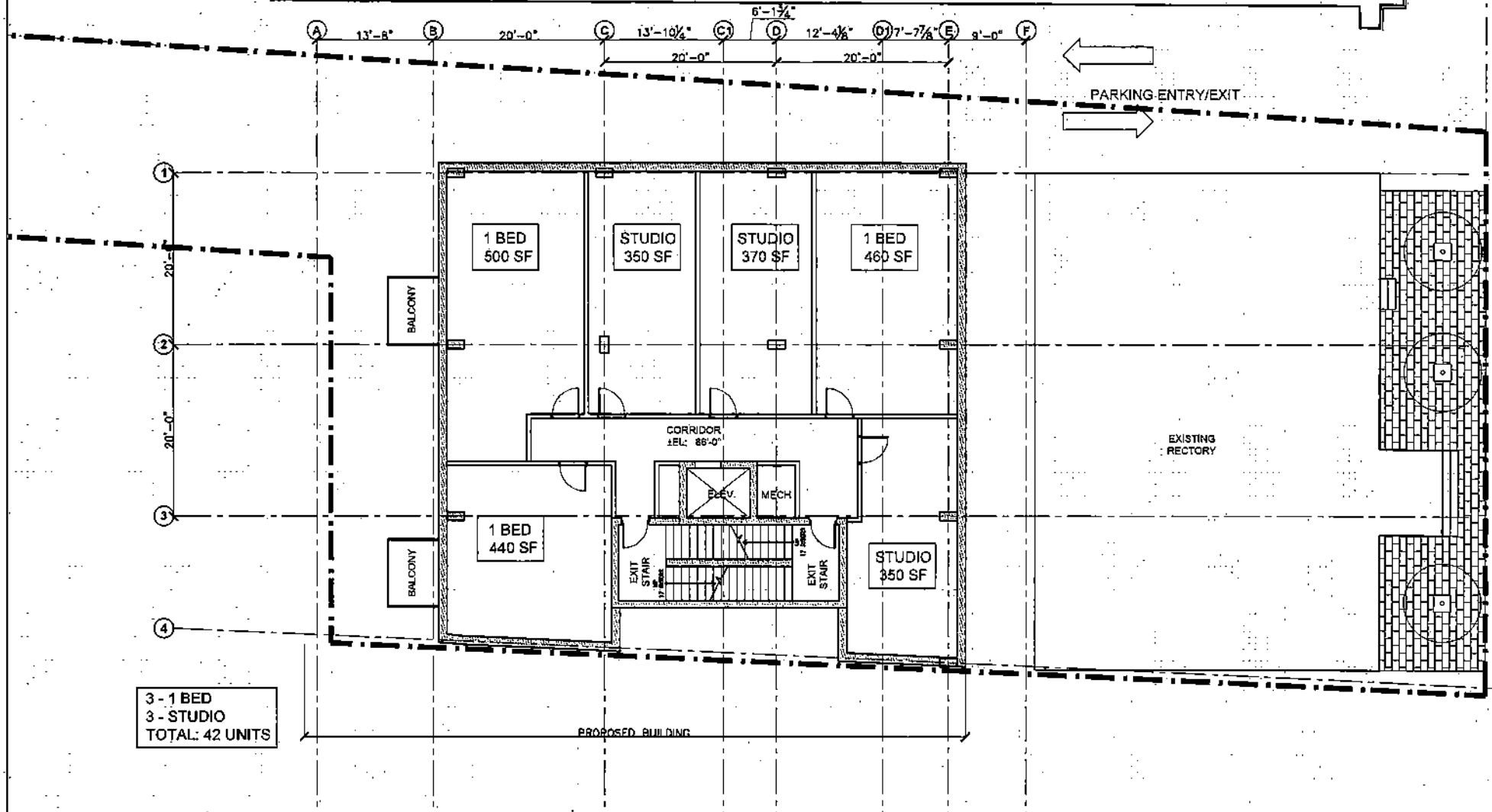
Schedule D



scale	3/32" = 1'-0"
date	11/02/15
drawn	LQ
proj.	SP1501

sheet no.	A02
REV.	5 (JAN 7 2019)

ST. PATRICK'S CHURCH



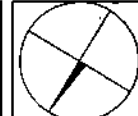
3 - 1 BED
 3 - STUDIO
 TOTAL: 42 UNITS

STUDIO WORKS
 INTERNATIONAL INC.
 1000 SHEPPARD AVE. E. SUITE 1000
 SCARBOROUGH, ONTARIO M1B 3Y4
 TEL: (416) 291-1111
 FAX: (416) 291-1112
 WWW.STUDIOWORKS.COM

title
**ST. PATRICK'S RECTORY
 2ND-4TH LEVEL FLOOR PLAN**

location
 2267 BRUNSWICK ST. HALIFAX, N.S.

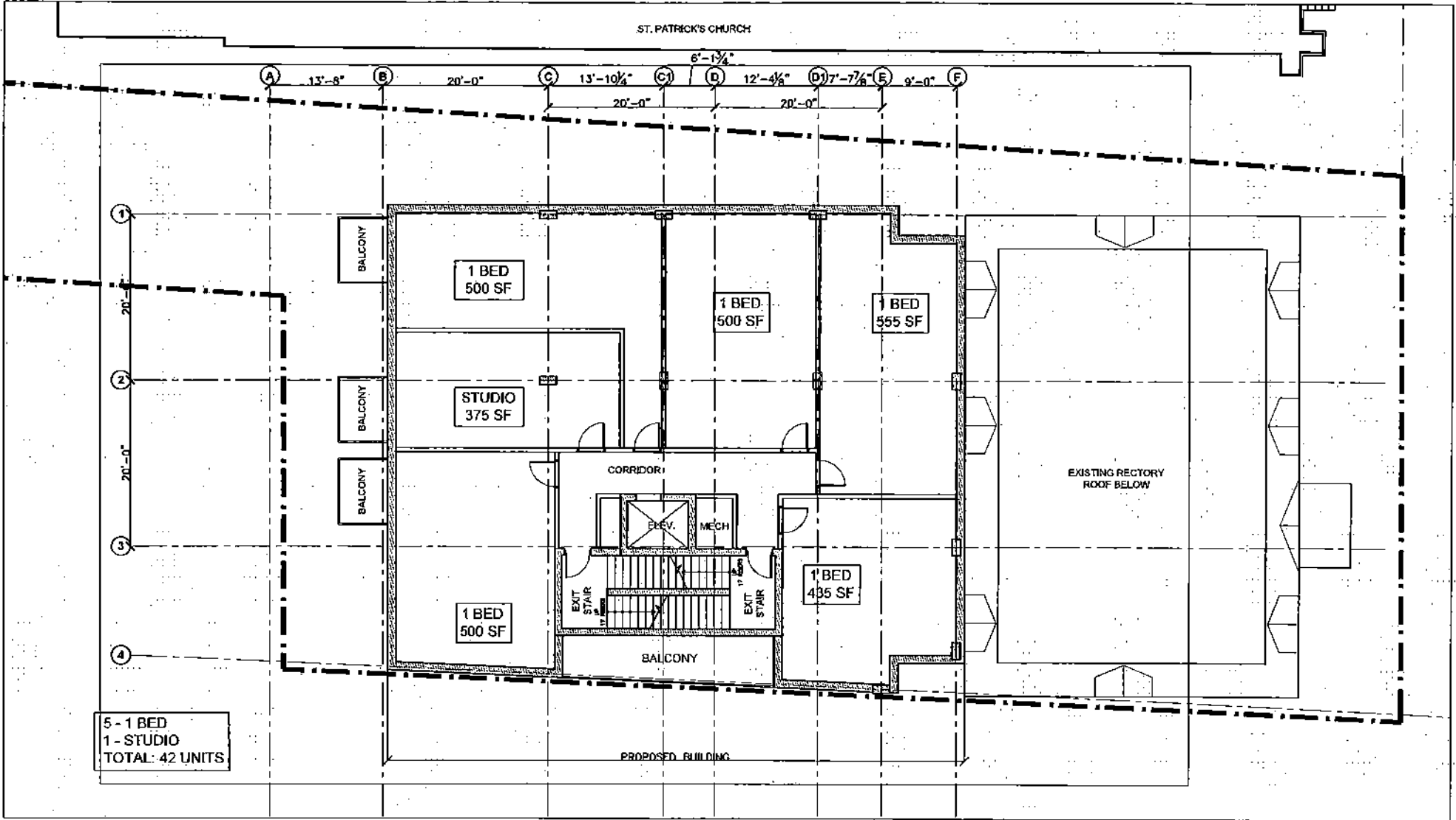
Schedule E



scale	3/32" = 1'-0"
date	11/02/15
d/drawn	LO
proj.	SP1501

drawn by	A03
rev.	5 (JAN 7 2019)

ST. PATRICK'S CHURCH



5 - 1 BED
1 - STUDIO
TOTAL: 42 UNITS

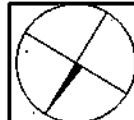
STUDIO WORKS

INTERNATIONAL
1125 11th Street, Halifax, NS B3H 1Y1
Tel: (902) 422-1125
Fax: (902) 422-1126
www.studioworks.ca

ST. PATRICK'S RECTORY
5TH-6TH LEVEL FLOOR PLAN

location: 2267 BRUNSWICK ST. HALIFAX, N.S.

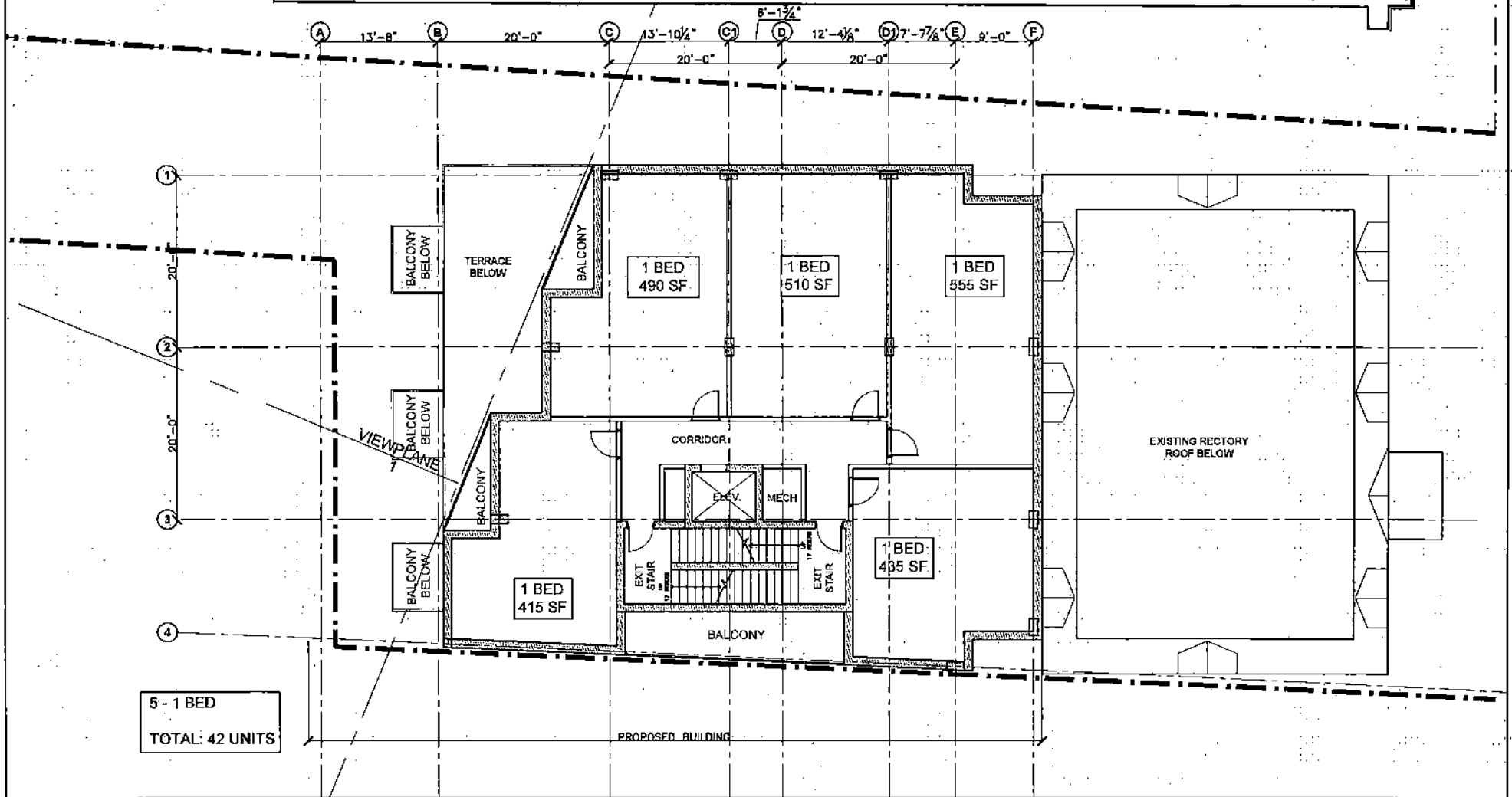
Schedule F



scale	3/32" = 1'-0"
date	11/02/18
drawn	LG
proj.	SP1501

dwg. no.	A04
rev.	6 (APRIL 5 2019)

ST. PATRICK'S CHURCH

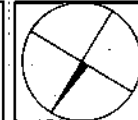


5 - 1 BED
TOTAL: 42 UNITS

STUDIO WORKS
INTERNATIONAL INC
100 DUNDAS ST. W. SUITE 200
TORONTO, ONT. M5G 1C8
TEL: 416-593-8888
WWW.STUDIOWORKS.COM

Site ST. PATRICK'S RECTORY
7TH LEVEL FLOOR PLAN
Location 2267 BRUNSWICK ST. HALIFAX, N.S.

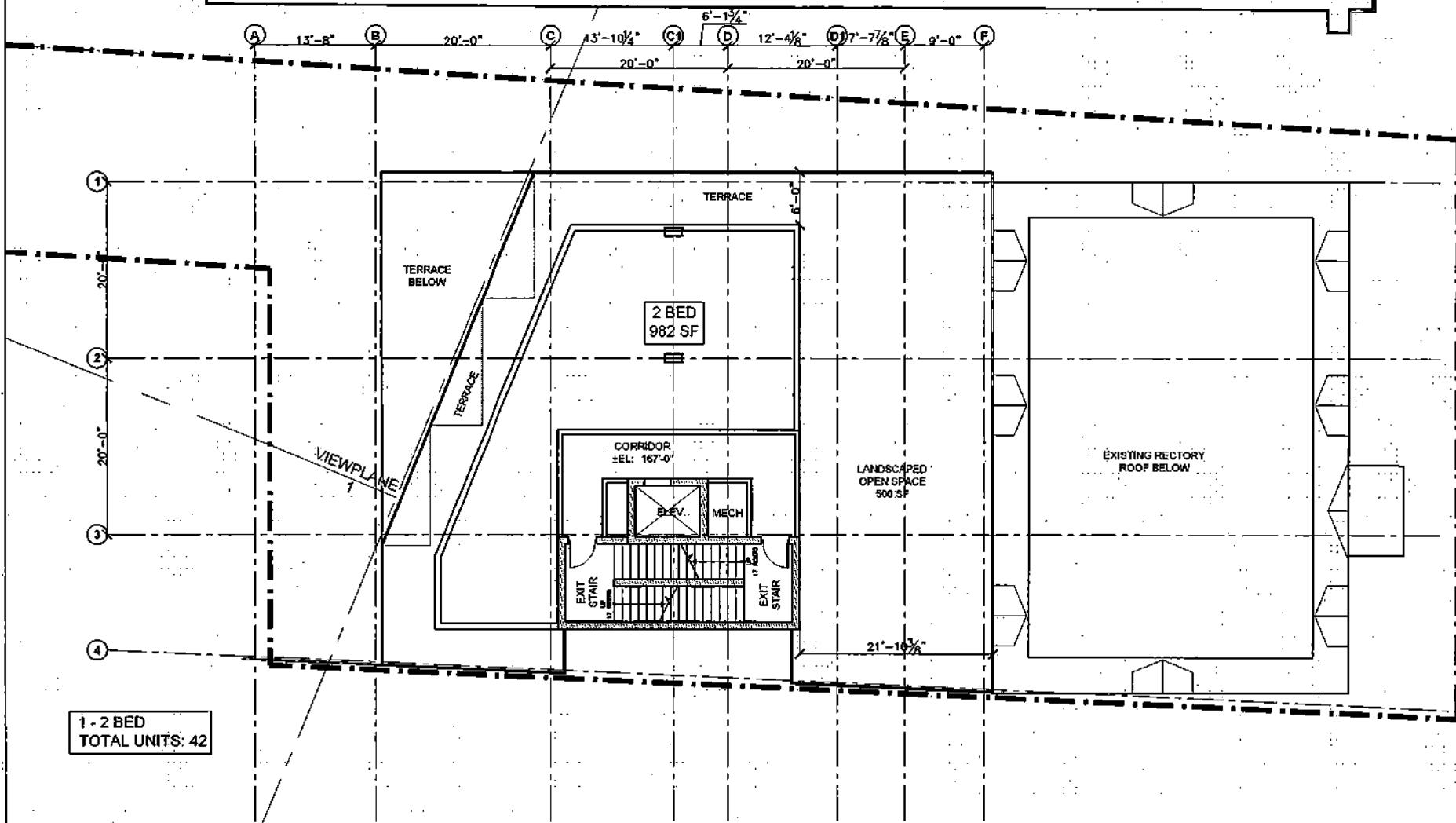
Schedule G



Scale	3/32" = 1'-0"
Date	11/02/15
Drawn	LG
Proj.	SP1501

Divg. No.	A06
Rev.	6 (APRIL 5 2015)

ST. PATRICK'S CHURCH



STUDIO WORKS

INTERNATIONAL INC
 2100 ...
 200 ...
 200 ...
 200 ...

**ST. PATRICK'S RECTORY
 PENTHOUSE LEVEL FLOOR PLAN**

2267 BRUNSWICK ST. HALIFAX, N.S.

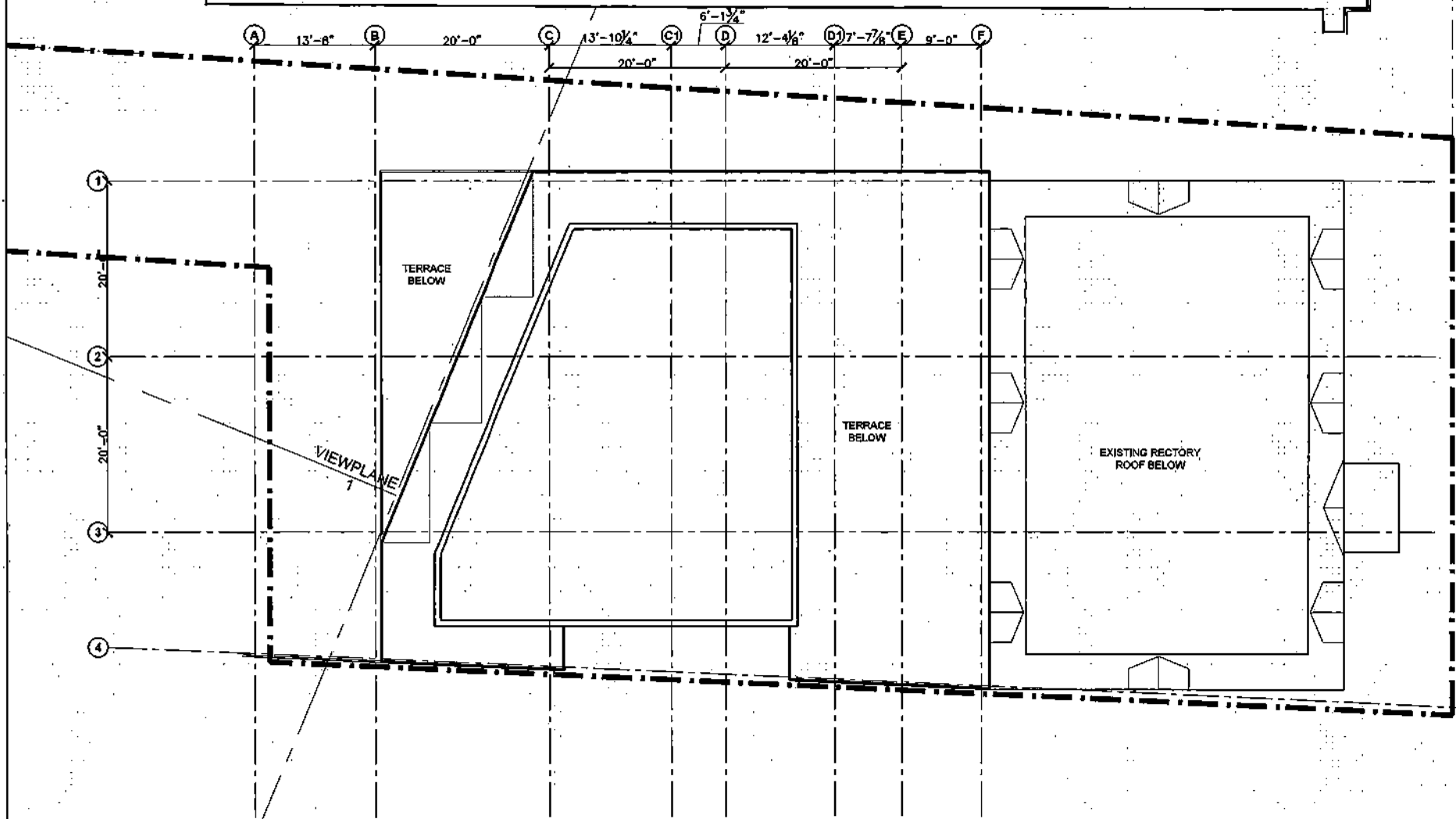
Schedule H



scale	3/32"=1'-0"
date	11/02/15
drawn	LG
proj.	SP1601

divg no.	A07
REV.	6 (APRIL 5 2019)

ST. PATRICK'S CHURCH



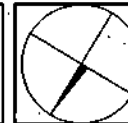
STUDIO WORKS

INTERNATIONAL INC.
 40, 500 - 10 Ave. - 10th Floor - 1000-10000
 Suite 100 - 1000 - 1000-10000
 1000-10000 - 1000 - 1000-10000
 1000-10000 - 1000 - 1000-10000

ST. PATRICK'S RECTORY
 ROOF PLAN

2267 BRUNSWICK ST. HALIFAX, N.S.

Schedule I



scale 3/32"=1'-0"

date 11/02/15

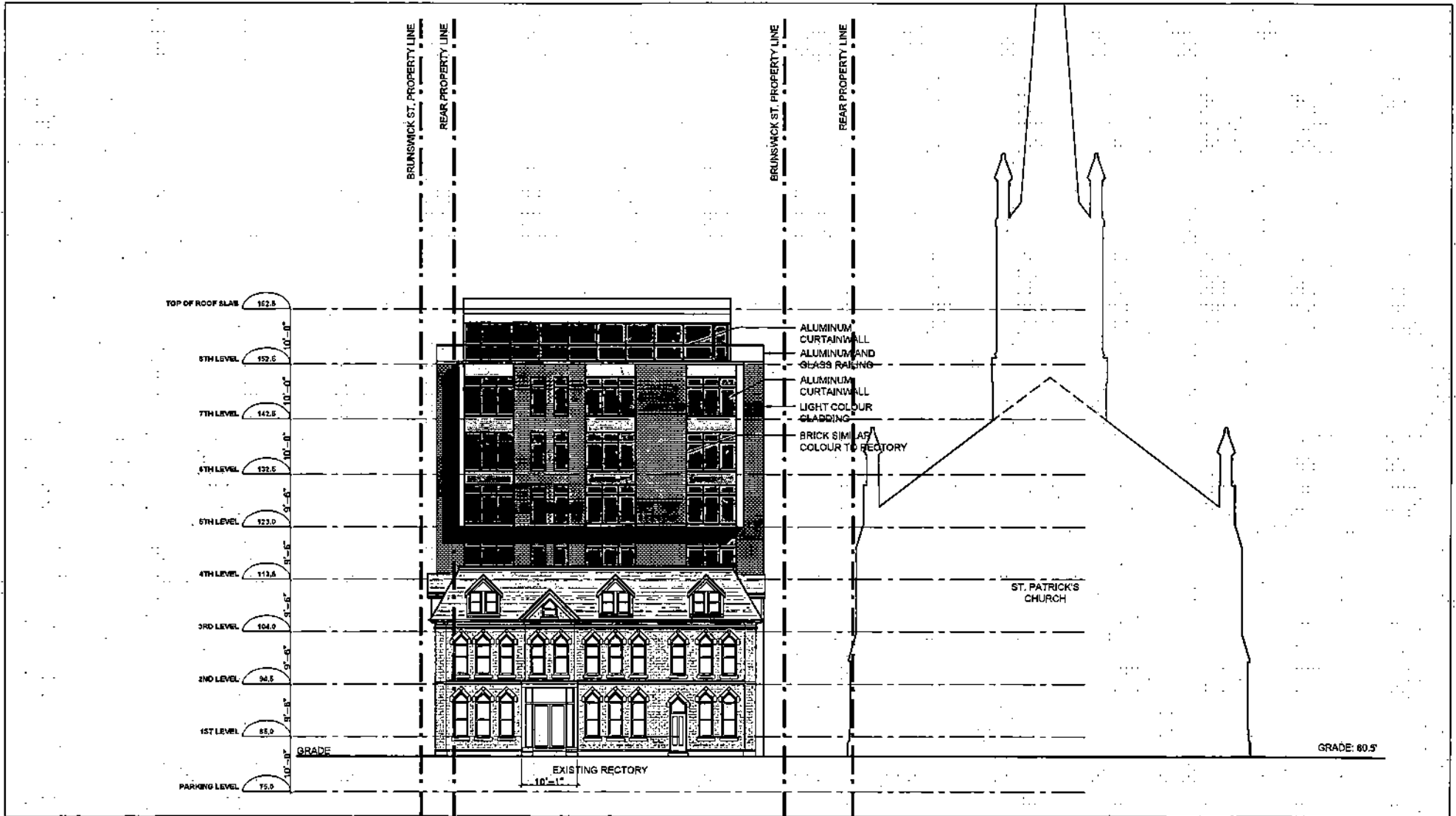
drawn LG

PTO: SP1501

Aug no:

A08

rev. 6 (APRIL 5 2019)



STUDIO WORKS
 INTERNATIONAL INC.
 ARCHITECTS, ENGINEERS, INTERIORS
 1000 SHEPPARD AV. E. SUITE 100
 SCARBOROUGH, ONTARIO M1S 1T7
 TEL: (416) 291-1111 FAX: (416) 291-1112
 WWW.STUDIOWORKS.COM

950 ST. PATRICK'S RECTORY
 WEST ELEVATION (BRUNSWICK ST.)
 location 2267 BRUNSWICK ST. HALIFAX, N.S.

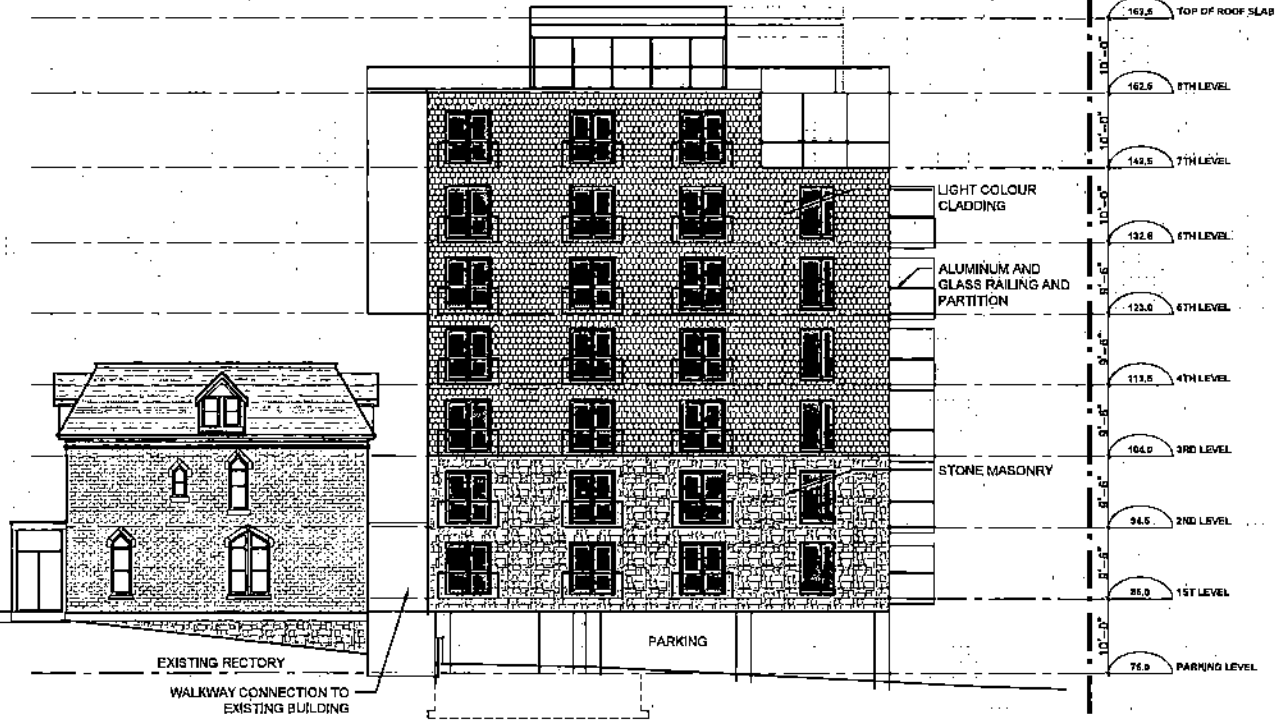
Schedule J

Scale: 1/16" = 1'-0"
 Date: 11/02/15
 Drawn: LG
 PLO: SP1501

Scale	1/16" = 1'-0"	Drawn	LG
Date	11/02/15	PLO	SP1501
Drawn	LG	Rev	6 (APRIL 5 2019)
PLO	SP1501	Drawn No.	A09

PROPERTY LINE

PROPOSED PROPERTY LINE



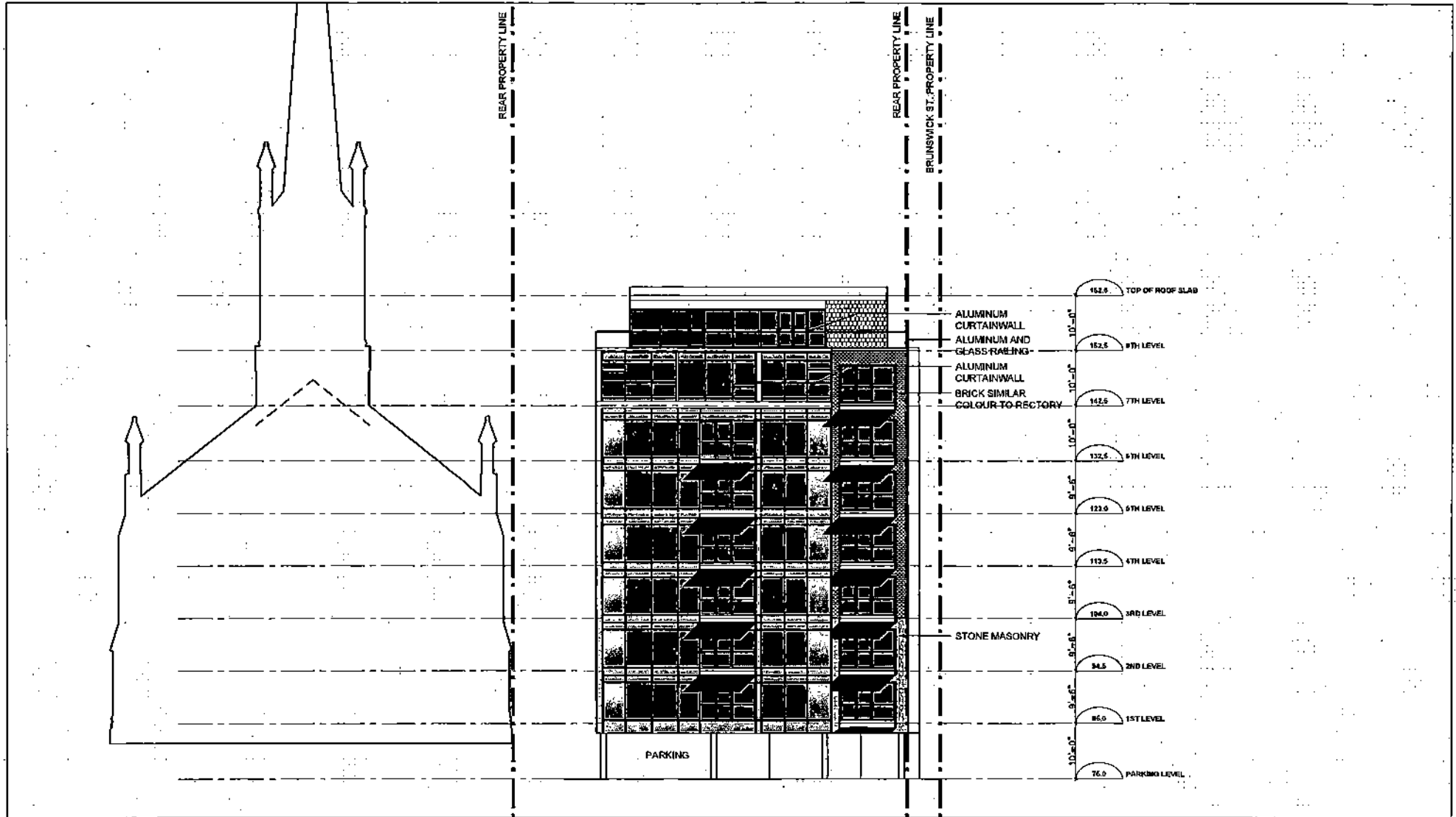
STUDIO WORKS
 INTERNATIONAL INC
 44100 54th Avenue, Suite 100, Richmond, BC V7X 1A1
 604-273-8888
 1-800-581-1111
 www.studioworks.ca

title: **ST. PATRICK'S RECTORY
 EAST ELEVATION**
 location: **2267 BRUNSWICK ST, HALIFAX, N.S.**

Schedule K

scale: 1/16"=1'-0"
 date: 11/02/15
 drawn: LG
 proj: SP1501

dwg no: **A10**
 rev: 6 (APRIL 5 2019)



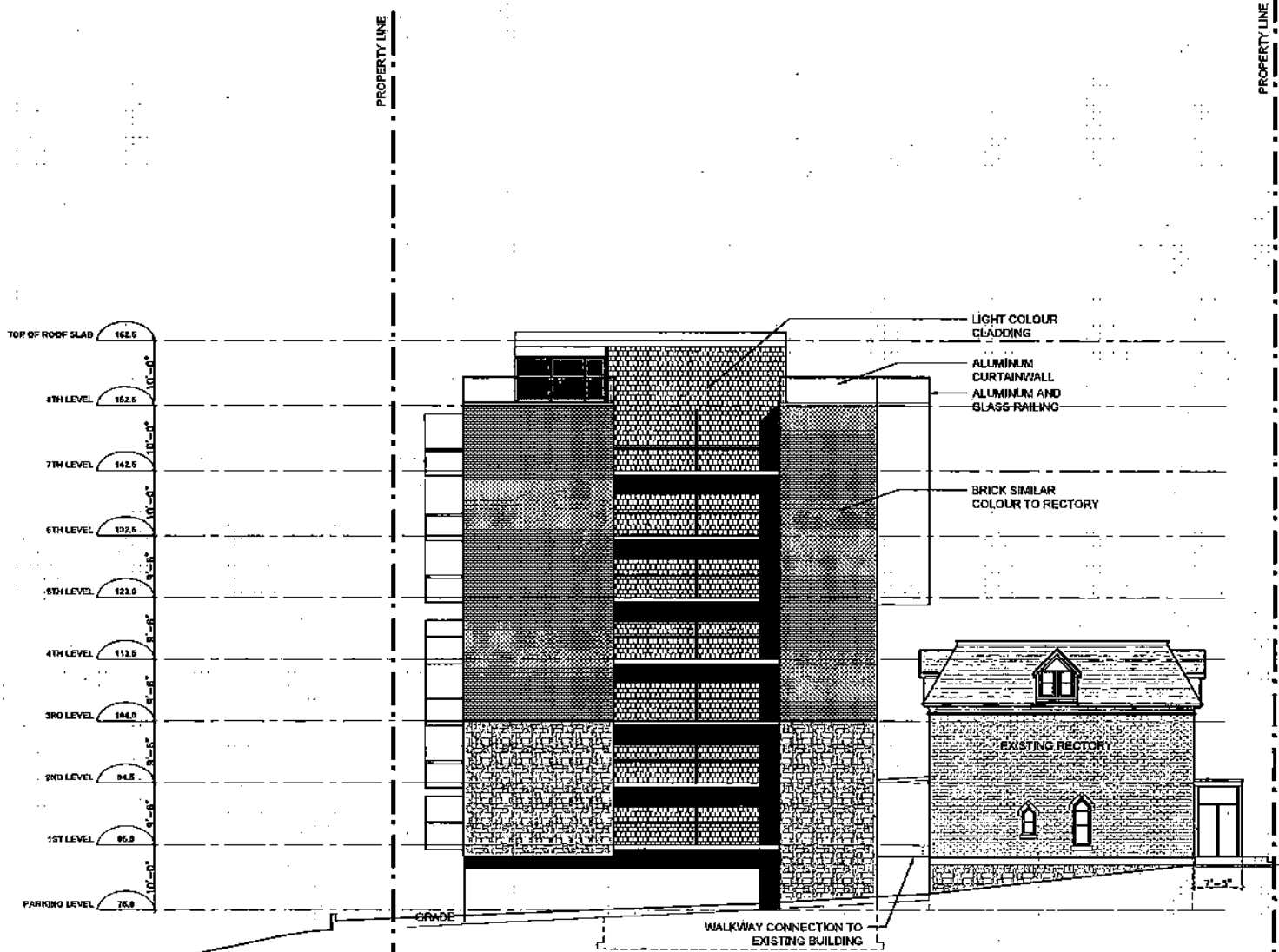
STUDIO WORKS
 INTERNATIONAL INC.
 401-979-1234
 4150 GERRARD STREET EAST
 SCARBOROUGH, ONTARIO M1S 1V6

title **ST. PATRICK'S RECTORY
 SOUTH ELEVATION**
 location **2267 BRUNSWICK ST. HALIFAX, N.S.**

Schedule L

scale 1/16" = 1'-0"
 date 11/02/15
 drawn LG
 Proj. SP1501

sheet no. **A11**
 rev. 6 (APRIL 5 2015)



STUDIO WORKS
 INTERNATIONAL INC.
 475 University Ave. Suite 1000
 Halifax, NS B3L 2C4
 Tel: 902-420-1111
 Fax: 902-420-1112
 Email: info@studio-works.com

ST. PATRICK'S RECTORY
WEST ELEVATION
 2267 BRUNSWICK ST. HALIFAX, N.S.

Schedule M

scale 1/16"=1'-0"
 date 11/02/15
 drawn LG
 proj. SP1501

dwg no. **A12**
 rev. 6 (APRIL 5 2019)