

**Form 24**

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

**(Instrument code: 450)**

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


**(Instrument code: 451)**

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

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

For Office Use

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

Registrar 

124382715  
Document#

07 09 2024  
MM DD YYYY

LR  ROD

16:10  
Time

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

<b>PID: 00135319</b>	<b>PID: 00135327</b>	<b>PID: 00135335</b>
<b>PID: 00135343</b>	<b>PID: 00135350</b>	<b>PID: 00135376</b>
<b>PID: 00135384</b>	<b>PID: 00135368</b>	<b>PID: 00135392</b>

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

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

- Form 24[(s)]
- Form 8A[(s)]

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

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

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

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

OR

No power of attorney applies to this document

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

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

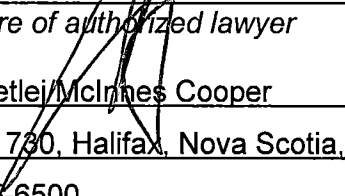
*(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).*

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

**Certificate of Legal Effect:**

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

**Dated** at Halifax, in the County of Halifax, Province of Nova Scotia, on April 24, 2024.

  
\_\_\_\_\_  
*Signature of authorized lawyer*  
**Name** Elias Metlej/McInnes Cooper  
**Address** PO Box 730, Halifax, Nova Scotia, B3J 2V1  
**Phone** 902-425-6500  
**Email:** elias.metlej@mcinnescooper.com  
**Fax:** 902-425-6350

This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

THIS AGREEMENT made this 22 day of May 2024

BETWEEN:

**LOWEN PROPERTIES LIMITED**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of certain lands located at 5950-5994 Spring Garden Road, 1403 Robie Street, and 1478-1494 Carlton 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 the construction of a 30-storey mixed use residential and commercial development with underground parking on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies IM-42, IM-43, and IM-44 of the *Regional Centre Secondary Municipal Planning Strategy* and Section 498 of the *Regional Centre Land Use By-law*;

**AND WHEREAS** the Halifax and West Community Council of the Municipality approved this request at a meeting held on **January 23, 2024**, referenced as Municipal Case 20218;

**AND WHEREAS** a portion of the Lands have been registered as a municipal heritage property pursuant to the provisions of the *Heritage Property Act*, RSNS 1989, c 199 and the Municipality's *Heritage Property By-law* (By-law H-200), as amended from time to time;

**AND WHEREAS** the Developer has requested approval by the Municipality to undertake substantial alterations to a portion of the Lands comprising of 1478, 1480, 1484, and 1494 Carlton Street, Halifax;

**AND WHEREAS** the Regional Council for the Municipality granted approval to this request at a meeting held on **January 29, 2019**;

**AND WHEREAS** the Chief Administrative Officer of the Municipality approved on **November 16, 2023**, the discharge of the existing Development Agreement that applies to 1480-1484 Carlton Street, Halifax and filed in the Registry of Deeds as Document Number 21523, in Book 4912, at pages 454-457, said discharge to take effect upon the registration of this Agreement;

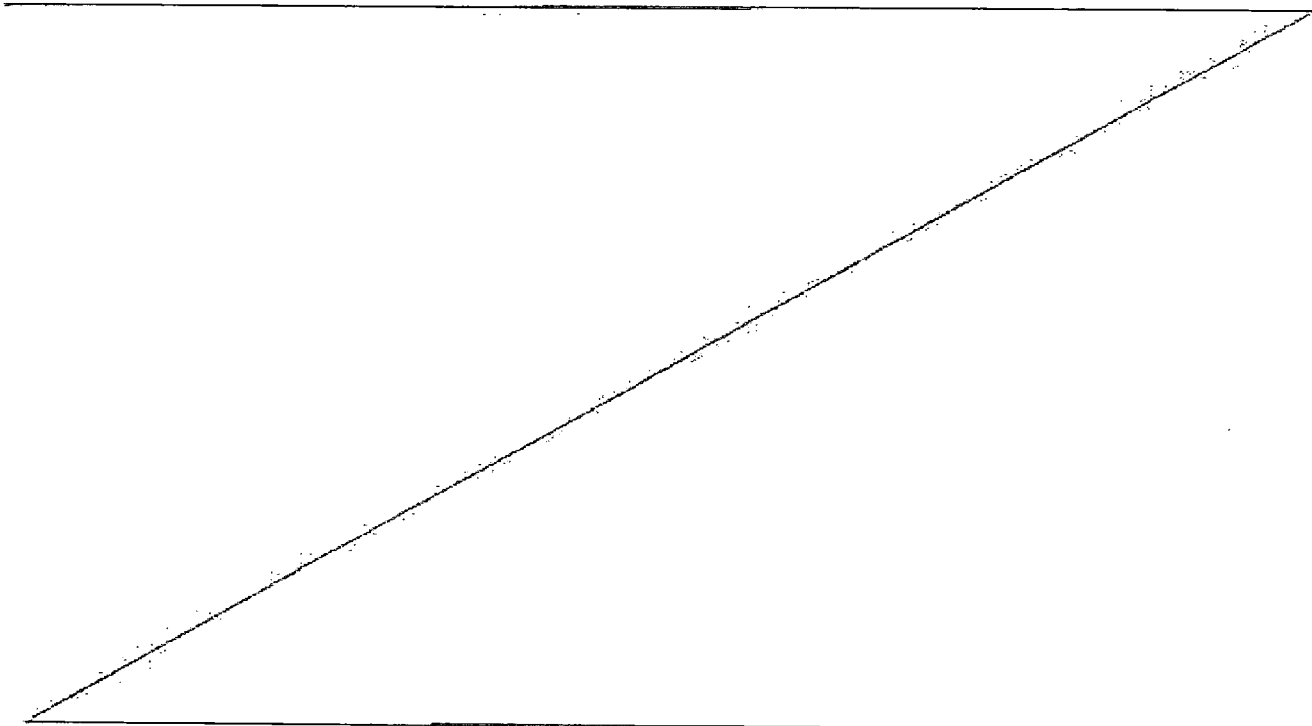
**AND WHEREAS** the Chief Administrative Officer of the Municipality approved on **November 16, 2023**, discharge of the existing Development Agreement that applies to 1494 Carlton Street and 5950-5954 Spring Garden Road, Halifax and filed in the Registry of Deeds as Document Number 54518, in Book 4821, at pages 496-500, said discharge to take effect upon the registration of this Agreement;

**AND WHEREAS** the Chief Administrative Officer of the Municipality approved on **November 16, 2023**, the discharge of the existing Development Agreement that applies to 5954 Spring Garden Road, Halifax and filed in the Registry of Deeds as Document Number 44971, in Book 3621, at pages 124-126, said discharge to take effect upon the registration of this Agreement;

**AND WHEREAS** the Chief Administrative Officer of the Municipality approved on **November 16, 2023**, the discharge of the existing Development Agreement that applies to 5954 Spring Garden Road, Halifax and filed in the Registry of Deeds as Document Number 15806, in Book 3569, at pages 445-450, said discharge to take effect upon the registration of this Agreement;

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

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## **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 Schedule I lists the sections of the *Regional Centre Land Use By-law* that apply to this Agreement. For greater clarity, sections of the *Regional Centre Land Use By-law* not listed on Schedule I do not apply to this Agreement.
- 1.2.3 Variances to the requirements of the *Regional Centre Land Use By-law* shall be permitted on the Carlton Street Site, in accordance with the *Halifax Regional Municipality Charter*.
- 1.2.4 Variances to the requirements of the *Regional Centre Land Use By-law* shall not be permitted on the Tower Building Site.

### **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 or the *Regional Subdivision By-law* to the extent varied by this Agreement), or any statute or regulation of the Provincial Government or 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 or the *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 *Regional Centre Land Use By-law* and the *Regional Subdivision By-law*; if not defined in these documents their customary meaning shall apply.

#### **2.2 Definitions Specific to this Agreement**

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

- (a) **Carlton Street Buildings** means the buildings that were located on the Carlton Street Site on the coming into force date of this Agreement;
- (b) **Carlton Street Site** means the portion of the Lands that is identified as such on Schedule B;
- (c) **East Tower** means the tower portion of the Tower Building that is identified as such on Schedules F, G, and H;
- (d) **Floor Area** means for the purposes of a FAR calculation or an incentive or bonus zoning calculation, the horizontal area of all floors of a building or a parking structure, measured from the interior faces of any exterior wall or fire wall and includes interior staircases, but excludes the following:
  - (i) unenclosed space outside any exterior walls or located on a rooftop, such as balconies and patios,

- (ii) any floor area below a ground floor of a building or parking structure,
  - (iii) elevator shafts,
  - (iv) accessory structures,
  - (v) rooftop greenhouses,
  - (vi) any space open to a floor below, including the space occupied by a swimming pool, and
  - (vii) pedways;
- (e) **Floor Area** means for the purposes other than a FAR calculation or an incentive or bonus zoning calculation, the horizontal area of all floors of a building or a parking structure, measured from the interior faces of any exterior wall or fire wall and includes interior staircases, but excludes the following:
- (i) unenclosed space outside any exterior walls or located on a rooftop, such as balconies and patios,
  - (ii) elevator shafts,
  - (iii) rooftop greenhouses,
  - (iv) any space open to a floor below, including the space occupied by a swimming pool, and
  - (v) pedways;
- (f) **HRM Substantial Alteration Report** means Attachment 1 to the staff report dated December 13, 2018 and having the subject matter "Case H00461: Substantial Alteration to municipally registered heritage properties at 1478, 1480, 1484 and 1494 Carlton Street, Halifax" which was before Halifax Regional Council on January 29, 2019 as Item No. 9.2 on the agenda;
- (g) **Signature Architectural Projections** means glazed curtain-wall cladded projections that span the height of multiple storeys. For additional clarity, the schedules attached to this Agreement identify the location and extent of the Signature Architectural Projections on the Tower Building;
- (h) **Tower Building** means the building that is enabled by this Agreement on the Tower Building Site;
- (i) **Tower Building Podium** means the portion of the Tower Building that forms a pedestal that supports clearly distinct upper levels. For additional clarity, the Tower Building Podium includes the ground floor and the podium levels 2-4, but does not include the tower levels 5 and above;
- (j) **Tower Building Site** means the portion of the Lands that is identified as such on Schedule B; and
- (k) **West Tower** means the tower portion of the Tower Building that is identified as such on Schedules F, G, and H.

### **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 20218:

- (a) Schedule A Legal Description of the Lands;



- (b) Schedule B Site Plan;
- (c) Schedule C Subdivision of Land;
- (d) Schedule D Preliminary Landscape Plan;
- (e) Schedule E Setback and Stepback Plan;
- (f) Schedule F North Elevation (Spring Garden Road);
- (g) Schedule G East & West (Roble Street) Elevations;
- (h) Schedule H South Elevation; and
- (i) Schedule I Applicable Sections of the Regional Centre Land Use By-law.

3.1.2 Floor levels and elevations values on Schedules F, G, and H are indicative. The total number of floor levels is subject to the built form values contained in Sections 3.6.2, 3.6.3, 3.6.4, 3.6.6, 3.6.7, 3.6.11, and 3.6.12.

### **3.2 Requirements Prior to Approval**

3.2.1 Prior to the issuance of a Construction Permit for the Tower Building, the Developer shall:

- (a) Submit an application for Demolition Permit(s) for the existing buildings on the Tower Building Site. A Construction Permit shall not be issued until the Demolition Permit(s) have received approval from the Building Official and the existing buildings have been removed from the Tower Building Site;
- (b) Enter into an incentive or bonus zoning agreement with the Municipality, as per the requirements of Part XV of the *Regional Centre Land Use By-law*;
- (c) Submit an application for subdivision approval to the Development Officer, which shall comply with Section 3.11 and Schedule C of this Agreement. A Construction Permit shall not be issued until the Plan of Subdivision has received approval from the Development Officer and has been registered at the Registry of Deeds or Land Registry Office for the County of Halifax, Nova Scotia and the Developer shall incur all costs in recording such document;
- (d) Submit an application for a Grade Alteration Permit to the Municipality, as per Section 5.1 of this Agreement and in accordance with the *Grade Alteration By-law* (By-law G-200). A Construction Permit shall not be issued until a Grade Alteration Permit has been issued by the HRM Development Engineer;
- (e) Submit a Landscape Plan to the Development Officer, in accordance with Section 3.13 and Schedule D of this Agreement;
- (f) Submit a Wastewater Capacity Analysis acceptable to Halifax Water; and
- (g) Submit written confirmation and photographic evidence demonstrating that rehabilitation work has begun on the Carlton Street Site, as per the HRM Substantial Alteration Report and the Construction Permits for the Carlton Street Buildings.

3.2.2 The Developer shall be exempt from submitting the following documents or studies for any application for a Development Permit or a Construction Permit for the Tower Building enabled under this Agreement:

- (a) a pedestrian wind impact assessment report under Clause 10(j) of the *Regional Centre Land Use By-law*; and
- (b) a shadow study and shadow diagrams under Clause 10(k) of the *Regional Centre Land Use By-law*.

- 3.2.3 Prior to the issuance of the first the Occupancy Permit for the Tower Building, the Developer shall provide the following to the Development Officer, unless otherwise permitted, modified, or waived by the Development Officer:
- (a) Written confirmation from a Landscape Architect, which the Development Officer may accept as sufficient record of compliance with the Landscape Plan; or
  - (b) The posting of security in accordance with Section 3.13.9 of this Agreement; and
  - (c) Written confirmation from the HRM Development Engineer indicating compliance with Section 4.2 of this Agreement; and
  - (d) Written confirmation from the HRM Heritage Planner that all work and substantial alterations proposed for 1478, 1480, 1484, and 1494 Carlton Street, as outlined in the HRM Substantial Alteration Report, have been completed and inspected; and
  - (e) Written confirmation from the HRM Heritage Planner that the Developer has applied to deregister the resulting parcels from the subdivision of 1478 Carlton Street, 1480 Carlton Street, 1484 Carlton Street, and 1494 Carlton Street which contain no heritage buildings.
- 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 or a conditional occupancy has been issued by the Municipality. No Occupancy Permit for the entire Tower Building, if done under one Occupancy Permit, or the Occupancy Permit for the final component of the Tower Building, if the occupancy of the Tower Building is broken down under separate Occupancy Permits, 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 uses of the Lands permitted by this Agreement are:

- (a) for the Tower Building Site, and subject to Sections 32, 37, and 38 of the *Regional Centre Land Use By-law*, any uses permitted in the CEN-2 Zone of the *Regional Centre Land Use By-law*; and
- (b) for the Carlton Street Site, and subject to Sections 32, 37, and 38 of the *Regional Centre Land Use By-law*, any uses permitted in the CEN-1 Zone of the *Regional Centre Land Use By-law*.

### **3.4 Detailed Provisions for Land Use**

- 3.4.1 The Tower Building shall meet the CEN-2 requirements for dwelling unit mix contained in Section 64 of the *Regional Centre Land Use By-law*.
- 3.4.2 The Developer shall provide the following minimum amount of amenity space on the Podium Level 4 of the Tower Building for the benefit of the residents of the Tower Building:

- (a) 600 square metres of indoor amenity space; and
- (b) 200 square metres of outdoor amenity space.

### **3.5 Phasing**

**3.5.1 (1) Phasing shall comply with the following conditions and sequences:**

**(a) Phase 1 – The Developer shall:**

- (i) apply and obtain Construction Permits for the rehabilitation of the Carlton Street Buildings, and
- (ii) commence the work on the rehabilitation of the Carlton Street Buildings by completing the demolition work detailed in the HRM Substantial Alteration Report. The Heritage Officer shall sign off on this condition;

**(b) Phase 2, the Developer shall:**

- (i) apply and obtain Demolition Permits for the existing buildings on the Tower Building Site,
- (ii) complete the demolition work on the existing buildings on the Tower Building Site,
- (iii) apply and obtain subdivision approval as required under Section 3.11,
- (iv) apply and obtain a Construction Permit for the Tower Building, which can be for the entire Tower Building (Tower Building Podium, East Tower, and West Tower) or for the Tower Building Podium and one of the two tower portions (the East Tower or the West Tower), and
- (v) commence work on the Tower Building by completing the installation of footings and foundation for the Tower Building;

**(c) Phase 3, the Developer shall:**

- (i) apply and obtain the first Occupancy Permit for each of the Carlton Street Buildings, and
- (ii) apply and obtain the first Occupancy Permit for the Tower Building (either for the full Tower Building or a component of the Tower Building); and

**(d) Phase 4, the Developer shall apply and obtain an Occupancy Permit for the last component of the Tower Building.**

**(2) Prior to commencing a subsequent phase of the phasing sequence detailed in Subsection 3.5.1(1), the Developer must complete the previous phase.**

**3.6 Building Siting, Massing, and Scale for the Tower Building Site**

3.6.1 The Tower Building shall be located on the Tower Building Site, as shown on Schedules B and E.

3.6.2 The Tower Building shall not exceed a maximum Floor Area Ratio (FAR) value of 9.1 applied to the entire Tower Building Site. The Floor Area Ratio calculation shall make use of the Floor Area definition contained under Clause 2.2.1(d) of this Agreement.

3.6.3 Subject to Sections 3.6.6 and 3.6.21, the Tower Building shall not exceed a maximum building height of 90.0 metres above the average finished grade, excluding:

- (a) one single-storey residential unit per tower portion;
- (b) enclosed staircases;
- (c) enclosed elevators with overhead requirement;
- (d) elevator machine rooms above the elevator overhead requirement;
- (e) mechanical rooms;
- (f) flag poles;
- (g) antennas;
- (h) solar collectors;
- (i) lightning rods;
- (j) chimneys;
- (k) clear glass guard and railing systems;
- (l) cooling towers;
- (m) window cleaning equipment;
- (n) windscreens;
- (o) architectural screens or architectural screening elements;
- (p) hard landscaping or soft landscaping;
- (q) parapets;
- (r) skylights;
- (s) rooftop greenhouses;
- (t) heating, ventilation, and air conditioning equipment and enclosure; and
- (u) any ancillary equipment and installations related to the above exclusions.

3.6.4 Subject to Sections 3.6.6 and 3.6.21, the following elements shall not exceed a height of 100.5 metres above the average finished grade of the Tower Building:

- (a) one single-storey residential unit per tower portion;
- (b) enclosed staircases;
- (c) enclosed elevators with overhead requirement;
- (d) elevator machine rooms above the elevator overhead requirement;
- (e) mechanical rooms;
- (f) clear glass guard and railing systems;
- (g) windscreens;
- (h) architectural screens or architectural screening elements;
- (i) hard landscaping or soft landscaping;
- (j) parapets;
- (k) skylights;
- (l) rooftop greenhouses; and
- (m) heating, ventilation, and air conditioning equipment and enclosure.

- 3.6.5 Subject to Section 3.6.6, the following elements on the Tower Building shall not be constrained by a height maximum:
- (a) flag poles;
  - (b) antennas;
  - (c) solar collectors;
  - (d) lightning rods;
  - (e) chimneys;
  - (f) cooling towers, and
  - (g) window cleaning equipment.
- 3.6.6 The Tower Building and all attached elements shall conform with the Citadel Rampart Sight Line requirements, as contained in Sections 398 and 400 of the *Regional Centre Land Use By-law*.
- 3.6.7 Subject to Section 3.6.21, the following elements that are allowed to exceed a maximum building height of 90.0 metres above the average finished grade under Section 3.6.3, when combined together, shall not occupy more than 70 percent of the footprints of the tower portions on which they are located:
- (a) one single-storey residential unit per tower portion;
  - (b) enclosed staircases;
  - (c) enclosed elevators with overhead requirement;
  - (d) elevator machine rooms above the elevator overhead requirement;
  - (e) mechanical rooms;
  - (f) cooling towers;
  - (g) rooftop greenhouses; and
  - (h) heating, ventilation, and air conditioning equipment and enclosure.
- 3.6.8 The Tower Building Podium or streetwall shall be setback a minimum of:
- (a) 6.0 metres from any property boundary associated with 1474 Carlton Street;
  - (b) 28.0 metres from the Carlton Street streetline;
  - (c) 1.5 metres from the Robie Street streetline; and
  - (d) 0.5 metres from the Spring Garden Road streetline.
- 3.6.9 Excluding secondary elements such as balconies and Signature Architectural Projections, the portion of the Tower Building located above the streetwall or the Tower Building Podium shall be stepped back a minimum of 11.5 metres from the edge of the Tower Building Podium facing East (Carlton Street).
- 3.6.10 Excluding secondary elements such as balconies and Signature Architectural Projections, the portion of the Tower Building located above the streetwall or the Tower Building Podium shall be:
- (a) set back a minimum of 11.5 metres from the south property line, and
  - (b) stepped back a minimum of 4.5 metres from the edge of any streetwall.

- 3.6.11** Subject to Section 3.6.21, the Tower Building shall conform to the following maximum streetwall heights:
- (a) 16.0 metres along Robie Street;
  - (b) subject to Clause 3.6.11(c), 13.0 metres along most of Spring Garden Road; and
  - (c) 16.0 metres along Spring Garden Road, for a total distance of 35.0 metres travelling northeast from Robie Street, however no portion of the 16.0 metre streetwall, along Spring Garden Road, shall be located between two tower portions.
- 3.6.12** Excluding open screened roof mechanical areas and subject to Section 3.6.21, the Tower Building Podium shall conform to the following maximum heights:
- (a) 13.0 metres facing East (Carlton Street), and
  - (b) 16.0 metres facing South (College Street).
- 3.6.13** Excluding secondary elements such as balconies, Signature Architectural Projections, and open screened roof mechanical areas, a minimum separation distance of 23.0 metres shall be provided between any tower portions of the Tower Building.
- 3.6.14** Any tower portion of the Tower Building shall not exceed a Floor Area of 810 square metres per storey. The determination of Floor Area per storey shall make use of the Floor Area definition contained under Clause 2.2.1(e) of this Agreement.
- 3.6.15** Pedestrian entrances shall meet the requirements of Subsection 93(1) of the *Regional Centre Land Use By-law*.
- 3.6.16** Motor vehicle entrances shall meet the requirements of Subsection 93(2) of the *Regional Centre Land Use By-law*.
- 3.6.17** Subject to Section 3.6.18, permitted encroachments into setbacks, stepbacks, or separation distances on the Tower Building Site are set out in Clauses 94(1)(a) and 94(1)(b) of the *Regional Centre Land Use By-law*.
- 3.6.18** Permitted encroachments into setbacks, stepbacks, or separation distances for balconies and Signature Architectural Projections, on the Tower Building Site, shall be as shown on the schedules of this Agreement. For additional clarity, the permitted depth of encroachment for both balconies and Signature Architectural Projections shall be 2.0 metres.
- 3.6.19** Where zero lot line 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. Any excavation, construction, or landscaping shall be carried out in a safe manner by the Developer, with appropriate measures put into place to ensure the protection and preservation of the adjacent properties.
- 3.6.20** Accessory structures on the Tower Building Site shall meet the requirements of Sections 327, 329, 330, 331, 333, 334, and 335 of the *Regional Centre Land Use By-law*.

3.6.21 Subject to Section 3.6.6, the built form values contained in Sections 3.6.3, 3.6.4, 3.6.7, 3.6.11, and 3.6.12 may be exceeded by up to 2 percent.

### **3.7 Building Siting, Massing, and Scale for the Carlton Street Site**

3.7.1 The Carlton Street Buildings' siting, massing, and scale shall conform to the specifications in the HRM Substantial Alteration Report.

3.7.2 Permitted encroachments into setbacks, stepbacks, or separation distances on the Carlton Street Site are set out in Subsections 94(1) and 94(2) of the *Regional Centre Land Use By-law*.

3.7.3 Accessory structures on the Carlton Street Site shall meet the requirements of Sections 327, 328, 329, 330, 331, 333, 334, and 335 of the *Regional Centre Land Use By-law*.

### **3.8 Architectural Requirements for the Tower Building**

3.8.1 The Tower Building's exterior design and materials shall be as shown on Schedules F, G, and H.

3.8.2 Subject to Section 3.8.3, the Development Officer may permit alteration to external cladding materials, shown on Schedules F, G, and H, provided that doing so does not affect the external appearance of the Tower Building.

3.8.3 The following external cladding materials shall be prohibited on the Tower Building:

- (a) vinyl siding;
- (b) plastic;
- (c) plywood;
- (d) unfinished concrete;
- (e) exterior insulation and finish systems where stucco is applied to rigid insulation, and
- (f) mirrored glass.

3.8.4 Service entrances shall be integrated into the design of the Tower Building and shall not be a predominant feature.

3.8.5 Pedestrian entrances within streetwalls on the Tower Building shall meet the requirements of Sections 363 and 367 of the *Regional Centre Land Use By-law*.

3.8.6 Any exposed foundation walls and underground parking structures on the Tower Building Site shall meet the requirements of Section 368 of the *Regional Centre Land Use By-law*.

3.8.7 Awnings and canopies are permitted on the Tower Building, but shall meet the requirements of Section 375 of the *Regional Centre Land Use By-law*.

### **3.9 Architectural Requirements for the Carlton Street Buildings**

3.9.1 The exterior design and materials for the Carlton Street Buildings shall be as specified in the HRM Substantial Alteration Report.

### **3.10 Functional Elements on the Tower Building Site**

3.10.1 Subject to Section 3.10.5, all vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements on the Tower Building shall be treated as integral parts of the design. Where appropriate, these elements shall match the colour of the adjacent surface, except where used expressly as an accent.

3.10.2 Subject to Section 3.10.5, at-grade mechanical equipment (e.g., HVAC, exhaust fans, etc.) and utilitarian feature such as propane tanks, electrical transformers, and standby power generators on the Tower Building Site shall not be visible from Robie Street, Spring Garden Road, or Carlton Street. Furthermore, no at-grade mechanical equipment, propane tanks, electrical transformers, or standby power generators shall be located between the Tower Building and abutting properties unless:

- (a) they are secured in accordance with the applicable approval agencies;
- (b) they are screened from abutting properties by one or a combination of the following:

- (i) building elements,
- (ii) a continuous coniferous hedge,
- (iii) an opaque fence, or
- (iv) a masonry or architectural concrete wall; and

- (c) noise reduction measures are implemented.

3.10.3 Mechanical equipment shall be permitted on the roofs of the Tower Building provided the equipment is integrated into the architectural treatment and roof structure of the Tower Building, or screened and not visible from any streetline abutting the Lands.

3.10.4 Fixed or retractable canopies or awnings are permitted at the ground floor level of the Tower Building, provided the canopies or awnings are designed as an integral part of the building façade.

3.10.5 Heat pumps shall be permitted for individual dwelling units within the Tower Building and may be located on balconies.

### **3.11 Subdivision of the Lands**

3.11.1 A subdivision application shall be submitted to the Development Officer in accordance with the phasing plan presented in Schedule C, and the Development Officer shall grant subdivision approval.

3.11.2 Following subdivision of 1478 Carlton Street, 1480 Carlton Street, 1484 Carlton Street, and 1494 Carlton Street, the Developer shall apply to deregister the resulting parcels which contain no heritage buildings.



### **3.12 Access, Circulation, and Parking**

- 3.12.1 The driveway access and layout on the Tower Building Site, and the access ramp (entry/exit) to the underground parking levels, associated with the Tower Building on the Lands, shall be as generally illustrated on Schedule B.
- 3.12.2 The driveway on the Tower Building Site shall have a hard finished surface, such as asphalt, concrete, or interlocking precast concrete paver stones.
- 3.12.3 The limits of the driveway on the Tower Building Site shall be delineated by curbing, and such curbing shall not be asphalt.
- 3.12.4 Subject to Section 3.12.6, motor vehicle parking on the Tower Building Site shall:
- (a) be provided underground; and
  - (b) be accessed from Carlton Street, as shown on Schedule B.
- 3.12.5 Up to four levels of underground parking shall be permitted on the Tower Building Site.
- 3.12.6 Up to eight (8) surface parking spaces shall be allowed on the Tower Building Site on top of the underground parking slab at-grade behind the above-grade portions of the Tower Building. The surface parking spaces shall not be visible from either Spring Garden Road or Robie Street.
- 3.12.7 The minimum amount of motor vehicle parking, required to be provided on the Lands under Clause 3.12.4(c), and the eight (8) surface parking spaces, allowed under Section 3.12.6, shall meet the requirements of Sections 431 and 432 of the *Regional Centre Land Use By-law*.
- 3.12.8 Any motor vehicle parking space on the Lands may be used as a motor vehicle sharing space.
- 3.12.9 Bicycle parking shall be provided on the Lands and shall meet the requirements of Sections 446, 447, 448, 449, 450, 451, 452, and 453 of the *Regional Centre Land Use By-law*.
- 3.12.10 Off-street loading shall be provided on the Tower Building Site and shall meet the requirements of Sections 454, 455, and 456 of the *Regional Centre Land Use By-law*.
- 3.12.11 It is the responsibility of the Developer to convey all required right-of-way easements over the Lands, as shown on Schedule C.

### **3.13 Landscaping**

- 3.13.1 Prior to the issuance of a Construction Permit for the Tower Building, the Developer agrees to provide a Landscape Plan which complies with the provisions of Section 3.13 and generally conforms with the overall intentions of the Preliminary Landscape Plan, as shown on Schedule D. The Landscape Plan shall be prepared by a Landscape Architect.

**3.13.2 The Landscape Plan shall depict the design of all hard landscaping or soft landscaping proposed for the development, and where applicable shall indicate:**

- (a) the current and proposed site topography, including the location of any significant gradients;
- (b) the footprints of all existing and proposed buildings, including underground parking structures;
- (c) the location and height for any proposed retaining wall systems, as well as the type of fencing proposed in conjunction with them;
- (d) the planting areas and details for all new vegetation and groundcover at-grade, on the roof slabs of any underground parking structure, or any rooftops, including location, quantity, size, and both the common and botanical names that identify the species and variety;
- (e) the protection measures, such as hoardings, for any existing soft landscaping that is to be maintained;
- (f) the construction details for all hard-landscaped areas, including design specifications, dimensions, paving materials, and locations;
- (g) the manufacturers' specifications, such as model and colour, for all seating, light standards and fixtures, waste receptacles, bicycle parking racks, roofed bicycle cages, enclosed bicycle lockers, tree grates or guards, bollards, planter seating walls, wood arbours, outdoor furniture, solid waste management enclosures, railings, and fencing; and
- (h) any other information that the Development Officer requires to determine if the development complies with the requirements of this Agreement.

**3.13.3 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).**

**3.13.4 The minimum acceptable sizes for plant material shall be as follows:**

- (a) high branching deciduous trees at grade – 60 millimetres caliper;
- (b) high branching deciduous trees on slab – 45 millimetres caliper;
- (c) coniferous trees – 1.5 metres in height; and
- (d) shrubs – 0.6 metres in height or spread.

**3.13.5 Planting on rooftops above structures shall be carefully selected for their ability to survive in rooftop environments.**

**3.13.6 Rooftop trees shall be located in planting beds or containers.**

**3.13.7 No HRM street trees are to be removed or damaged during the construction phase. The Landscape Plan shall identify plywood tree protective hoarding located as close to the dripline of the existing street trees as possible to protect them during the construction phase.**

**3.13.8 Subject to Section 3.13.9, prior to issuance of the first Occupancy Permit for the Tower Building, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Agreement.**

3.13.9 Where the weather and time of year do not allow for the completion of the outstanding landscape works prior to the issuance of the first Occupancy Permit for the Tower Building, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate shall be approved 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 Schedule D, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve (12) months of issuance of the first Occupancy Permit for the Tower Building, the Municipality may use the deposit to complete the landscaping as set out in Section 3.13 of this 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.

3.13.10 It is the responsibility of the Developer to ensure that any rooftops or any roof slabs of underground parking structures are capable of supporting additional loads related to any proposed hard landscaping or soft landscaping, including required drainage and the anticipated mature weight of plant material.

### **3.14 Outdoor Lighting**

3.14.1 Outdoor lighting shall be directed to driveways, parking areas, off-street loading areas, building entrances, and walkways and shall be arranged so as to divert the light away from streets, adjacent lots, and adjacent buildings.

3.14.2 The building may be illuminated for visual effect, provided such illumination is directed away from streets, adjacent lots, and adjacent buildings, and does not flash, move, or vary in intensity, such that it creates a hazard to public safety.

### **3.15 Signs**

3.15.1 Signs on the Lands shall be in accordance with Sections 457, 458, 459, 460, 461, 462, 463, 464, 466, and 467 of the *Regional Centre Land Use By-law*.

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

### **3.16 Temporary Construction Buildings**

3.16.1 Temporary construction buildings 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 buildings shall be removed from the Lands at the end of the construction period.

### **3.17 Reinstatement**

3.17.1 All disturbed areas on the Lands shall be reinstated to original condition or better.

### **3.18 Maintenance**

- 3.18.1 (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 buildings, fencing, walkways, recreational amenities, parking areas and driveways, 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, including the salting of walkways and driveways.
- (2) The Developer agrees to ongoing maintenance in accordance with the *Standards and Guidelines for the Conservation of Historic Places in Canada, 2nd Edition*, for the rehabilitated heritage buildings to preserve their heritage value and integrity.

### **3.19 Hours of Operation**

- 3.19.1 Hours of operation shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

### **3.20 Incentive or Bonus Zoning**

- 3.20.1 The provision of an incentive or bonus zoning shall be a condition of this Agreement.
- 3.20.2 Subject to Section 3.20.3, the incentive or bonus zoning provided to enable the development of the Tower Building shall meet the requirements of Sections 472, 473, 474, 475, 477, 478, 479, 480, 481, 482, 483, and 484 of the *Regional Centre Land Use By-law*.
- 3.20.3 For additional clarity, the 90% of the total public benefit value required under Section 481 of the *Regional Centre Land Use By-law* shall be allocated to the rehabilitation of the Carlton Street Buildings, consistent with the HRM Substantial Alteration Report.
- 3.20.4 The bonus rate for the calculation of the required public benefit value shall be the bonus rate at the time a complete application for a Construction Permit is received by the Municipality for the Tower Building.

### **3.21 Right to Alter or Demolish**

- 3.21.1 In the event that an application for a demolition or substantial alteration to 1478, 1480, 1484, or 1494 Carlton Street is denied by the Municipality, the Developer agrees not to alter the exterior appearance of or demolish these heritage buildings, as provided for under Sections 16, 17, and 18 of the *Heritage Property Act*.

### **3.22 Wind Mitigation Measures**

- 3.22.1 At a minimum, the following wind mitigation measures shall be incorporated on the Lands into the overall design of the Tower Building:
- (a) two fixed glass screens, 2.5 metres in height, along the Robie Street frontage;

- (b) raised planters along portions of the Spring Garden Road streetwall of the Tower Building that include 2.5 metres high 75% solid lattice with evergreen climbers;
- (c) a northeast corner canopy projecting between 1.0 metre and 1.5 metres beyond the Spring Garden Road streetwall; and
- (d) a modified perimeter guardrail, incorporated into the design of the outdoor amenity space on Podium Level 4, to include a combination of fixed glass panels and 75% solid lattice structures with evergreen climbers.

## **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 editions of the *Municipal Design Guidelines* and the *Halifax Water Design and Construction Specifications*, unless otherwise provided for in this Agreement, and shall receive written approval from the Development Engineer 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 Undergrounding Services**

- 4.3.1 All primary and secondary electrical, telephone, and cable services to the Tower Building shall be through an underground installation.

### **4.4 Outstanding Site Work**

- 4.4.1 For the Tower Building, security for the completion of outstanding on-site paving work (at the time of issuance of the first Occupancy Permit for the Tower Building) may be permitted. Such security shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

### **4.5 Wastewater Capacity Analysis**

- 4.5.1 Prior to the issuance of a Construction Permit for the Tower Building, a Wastewater Capacity Analysis, as directed by Halifax Water, shall be submitted. Any system upgrades required to accommodate the proposed Tower Building shall be the responsibility of the Developer.

#### **4.6 Solid Waste Facilities**

- 4.6.1 The Tower Building shall include designated space(s) inside the building for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate a source separation program in accordance with the *Solid Waste Resource Collection and Disposal By-law* (By-law S-600), as amended from time to time. This designated space(s) for five (5) waste containers shall be shown on the building plans and approved by the Development Officer and Building Official in consultation with HRM Solid Waste Resources.
- 4.6.2 All refuse and recycling materials for the Carlton Street Buildings shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating all refuse and recycling materials 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 Grade Alteration and Stormwater Management**

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

#### **5.2 Archaeological Monitoring and Protection**

- 5.2.1 The Lands fall within 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 prior to any disturbance of 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 in a manner consistent with the *Halifax Regional Municipality Charter* (for greater certainty, these items do not include changes which, in the opinion of the Development Officer, are in conformance with the plans attached as Schedules B to H):

- (a) The granting of an extension to the date of commencement of development as specified in Section 7.3.1 of this Agreement;
- (b) The granting of an extension to the length of time for the completion of the development as specified in Section 7.4.1 of this Agreement;
- (c) Changes to the Preliminary Landscape Plan as illustrated on Schedule D;
- (d) Changes to the amenity space requirements for the Tower Building pursuant to Section 3.4.2;
- (e) Changes to the exterior architectural appearance of the Tower Building other than the requirements found under Section 3.6;
- (f) Changes to the motor vehicle parking requirements pursuant to Section 3.12;
- (g) Changes to the sign requirements pursuant to Section 3.15; and
- (h) Changes to the Site Plan, as illustrated on Schedule B, regarding the access ramp (entry/exit) to the underground parking levels and the driveway access and layout on the Tower Building Site to allow for future collaboration in terms of interconnected underground parking levels and shared driveway and access with a development on the neighbouring site identified as Site B on Map 24 of the *Regional Centre Secondary Municipal Planning Strategy*.

## **6.2 Substantive Amendments**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES, AND DISCHARGE**

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer for the Municipality.
- 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 eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the applicable Land Use By-law.

- 7.3.2 For the purpose of this Agreement, commencement of development shall mean the installation of the footings and foundation for the Tower Building.
- 7.3.3 The Development Officer may consider granting an extension of the commencement of development time period under Section 6.1, if the Municipality receives a written request from the Developer prior to the expiry of the commencement of development time period.

#### **7.4 Completion of Development**

- 7.4.1 In the event that the development on the Lands has not been completed within twelve (12) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the applicable Land Use By-law.
- 7.4.2 For the purpose of this Agreement, completion of the development shall mean the issuance of a first Occupancy Permit for each main building enabled under this Agreement.
- 7.4.3 The Development Officer may consider granting an extension of the completion of the development time period under Section 6.1, if the Municipality receives a written request from the Developer prior to the expiry of the completion of development time period.

#### **7.5 Review and Discharge of Agreement**

- 7.5.1 Upon the completion of the development or complete phases of the development, or at such time that policies applicable to the Lands have been amended, 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 pursuant to the *Regional Centre Secondary Municipal Planning Strategy* and the *Regional Centre Land Use By-law*, as may be amended from time to time.
- 7.5.2 For the purpose of this Agreement, completion of a complete phase of the development shall mean the issuance of a first Occupancy Permit for each main building enabled under that particular phase of the 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 (24) 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 thirty (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.

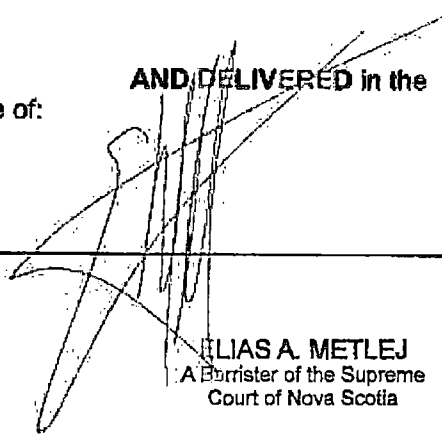
**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED**  
presence of:

**AND DELIVERED** in the

**LOWEN PROPERTIES LIMITED**

Witness

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

Per:



Name: LOUIS G. LAWEN


Position: VICE-PRESIDENT

Date: APRIL 17, 2024

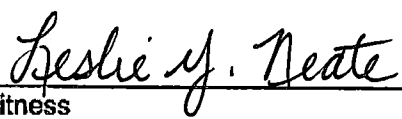
**SIGNED, DELIVERED AND ATTESTED** to  
by the proper signing officers of Halifax  
Regional Municipality, duly authorized in that  
behalf, in the presence of:

**HALIFAX REGIONAL MUNICIPALITY**

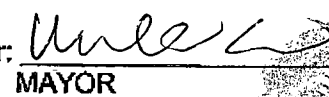
Witness



Witness



Per:

  
MAYOR

Date:

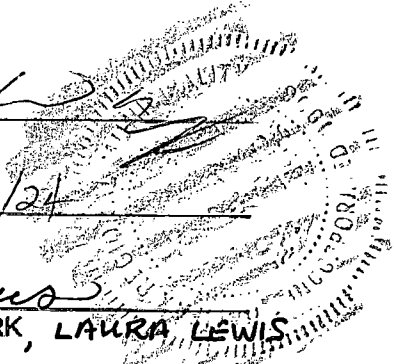
May 22/24

Per:

  
MUNICIPAL CLERK, LAURA LEWIS

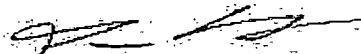
Date:

May 22, 2024



PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

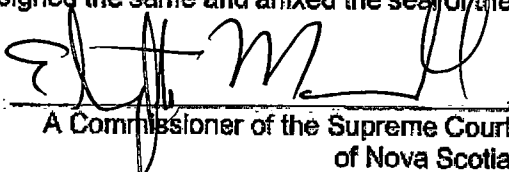
On this 26 day of April, A.D. 2024, before me, the subscriber personally came and appeared Elias Metlej a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that **LOWEN PROPERTIES LIMITED** of the parties thereto, signed, sealed and delivered the same in his/her presence.

  
A Commissioner of the Supreme Court  
of Nova Scotia

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

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 22 day of May, A.D. 2024, before me, the subscriber personally came and appeared B. St. John and Leslie Necker the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and ~~John MacLean~~ **LAURA LEWIS** 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

**ELIZABETH MACDONALD**  
A Commissioner of the  
Supreme Court of Nova Scotia

**Schedule A  
Legal Description of the Lands**

**PID 00135319**

All that certain lot of land being on the southern side of Spring Garden Road and the eastern side of Robie Street, Halifax, Nova Scotia shown as Lot HRM-1 on a plan titled Plan of Survey of Parcel R-1, portion of Robie Street to be closed and Lot HRM-1 lands acquired by Halifax Regional Municipality, Robie Street and Spring Garden Road, Halifax, Halifax County, Nova Scotia, bearing Halifax Regional Municipality file no. 97021501 dated and certified by H. James McIntosh, N.S.L.S. on November 17, 1997. Lot HRM-1 is more particularly described as follows:

**BEGINNING** at the intersection of the southern official street line of Spring Garden Road and the western boundary of lands conveyed to Howard W. and Frances M. MacKinnon as recorded in book 1928, page 560. Said point being distance 868.53 feet on a bearing of S 67 degrees 53 minutes 19 seconds W from Nova Scotia Coordinate Monument number 4822;

**THENCE** S 20 degrees 57 minutes 50 seconds E along the western boundary of lands conveyed to Howard W. and Frances M. MacKinnon 95.46 feet to a northern boundary of said lands conveyed to Howard W. and Frances M. MacKinnon;

**THENCE** S 69 degrees 27 minutes 03 seconds W along the said northern boundary of lands conveyed to Howard W. and Frances M. MacKinnon, 22.18 feet to the eastern official 1999 street line of Robie Street;

**THENCE** N 21 degrees 23 minutes 58 seconds W along the eastern official 1999 street line of Robie Street, 95.24 feet to the southern official 1999 street line of Spring Garden Road;

**THENCE** N 68 degrees 53 minutes 06 seconds E along the southern official 1999 and 1911 street line of Spring Garden Road, 22.90 feet to the point of beginning.

The above described Lot HRM-1 contains an area of 2,149 square feet.

Lot HRM-1 was conveyed to the former City of Halifax, now Halifax Regional Municipality, by deed recorded in book 3490, page 454 at the Registry of Deeds in Halifax.

**TOGETHER WITH** a right of way easement in favour of the owner of Lot HRM-1 over a portion of land conveyed to Howard W. and Frances M. MacKinnon as recorded in book 1928, page 560 shown on aforementioned plan as Parcel ROW and being more particularly described as follows:

**BEGINNING** at the intersection of the eastern official 1999 street line of Robie Street and the southern boundary of Lot HRM-1. Said point being distant 723.51 feet on a bearing of N 14 degrees 54 minutes 23 seconds W from Nova Scotia Coordinate Monument number 24931;

**THENCE** N 69 degrees 27 minutes 03 seconds E along the southern boundary of Lot HRM-1, 22.18 feet;

**THENCE** S 20 degrees 57 minutes 50 seconds E, 4.54 feet to the northern boundary of Lot C;

**THENCE S 68 degrees 53 minutes 06 seconds W along the northern boundary of Lot C, 22.14 feet to the eastern official 1999 street line of Robie Street;**

**THENCE N 21 degrees 23 minutes 58 seconds W along the eastern official 1999 street line of Robie Street to the point of beginning.**

**Bearings are based on Zone 5, Central Meridian 64 degrees 30 minutes West, of the Nova Scotia 3 degree Modified Transverse Mercator Projection of ATS77 Geodetic Datum.**

**The 1999 street lines mentioned in previous descriptions refer to Halifax Regional Municipality Administrative Order Number SC15 adopted by Halifax Regional Council on January 12, 1999.**

**The description for this parcel originates with a deed dated May 31, 1961, registered in the registration district of Halifax in book 1739 at page 486 and the subdivision is validated by Section 291 of the Municipal Government Act.**

**PID 00135327**

All that lot of land situate on the South side of Spring Garden Road in the City of Halifax and more particularly described as follows:

**BEGINNING** at the North East corner of property conveyed to Alice Maud Hart by John James Ferguson by deed dated the 15 day of March 1898;

**THENCE** Easterly along the south side line of Spring Garden Road 28 feet more or less or to the property formerly owned by Edward Milliken;

**THENCE** at right angles along said Millikens west line 100 feet more or less or to the North side line of Susannah Williams property;

**THENCE** at right angles westerly along the said North line of Susannah Williams property 49 feet 6 inches more or less or to the east side line of Robie Street;

**THENCE** along Robie Street 5 feet or to the Southwest corner of property sold to Alice Maud Hart;

**THENCE** easterly along said side Harts south line 21 feet;

**THENCE** at right angles along said Harts east line 95 feet or to the place of beginning.

**SUBJECT TO** a right of way from Robie Street for the said Alice Maud Hart, her heirs and assigns at the rear of the said lot of the said Alice Maud Hart and the property now or formerly of the said Susannah Williams, said right of way being of a uniform width of 5 feet and of the length of 21 feet six inches.

The description for this parcel originates with a deed dated August 22, 1963, registered in the registration district of Halifax in book 1928 at page 560 and the subdivision is validated by Section 291 of the Municipal Government Act.

**PID 00135335**

ALL that certain lot, piece or parcel of land situate, lying and being on the southern side of Spring Garden Road, in the City of Halifax, more particularly described as follows:

**BEGINNING** at a point on the southern side line of Spring Garden Road, distant measured in an easterly direction 49.7 feet from the intersection of the said southern side line of Spring Garden Road with the eastern side line of Robie Street;

**THENCE** to run southerly 100 feet to a point distant 51.3 feet measured in an easterly direction and at right angles from the eastern side line of Robie Street;

**THENCE** easterly parallel to the said southern side line of Spring Garden Road 26.3 feet;

**THENCE** northerly 100 feet to the southern side line of Spring Garden Road at a point distant 27 feet measured in an easterly direction from the place of beginning;

**THENCE** westerly along the said southern side line of Spring Garden Road 27 feet to the place of beginning, the street lines referred to being those on the City official plan.

The description for this parcel originates with a deed dated January 14, 1969, registered in the registration district of Halifax in book 2290 at page 590 and the subdivision is validated by Section 291 of the Municipal Government Act.

**PID 00135343**

All that certain lot, piece and parcel of land and premises situate, lying and being at 5982 Spring Garden Road, in the City of Halifax, in the County of Halifax, in the Province of Nova Scotia bounded and described as follows:

ALL that certain lot, piece or parcel of land situate, lying and being on the southern side of Spring Garden Road, in the City and County of Halifax, which said land may be more particularly described as follows; that is to say:

BEGINNING at a point on the southern side line of Spring Garden Road, distant measured in an easterly direction  $76 \frac{7}{10}$  feet from the intersection formed by the said southern side line of Spring Garden Road with the eastern side line of Robie Street;

THENCE to run southerly 100 feet to a point distant  $77 \frac{6}{10}$  feet measured in an easterly direction and at right angles from the eastern side line of Robie Street;

THENCE easterly parallel to the said southern side line of Spring Garden Road  $23 \frac{7}{10}$  feet;

THENCE northerly parallel to the first described line 100 feet to the said southern side line of Spring Garden Road; and

THENCE westerly by the same  $23 \frac{7}{10}$  feet to the place of beginning.

The street lines herein referred to are those now laid down upon the City official plan.

The above described property being the same property conveyed to John F. OConnell by James E. Roy and Emma J. Roy, his wife, by Deed bearing date the first day of May, A.D., 1919 and recorded in the Registry of Deeds for the County of Halifax in Book 497, Page 765. 768.

This parcel complies with the subdivision provisions of Part IX of the Municipal Government Act.



**PID 00135350**

ALL that certain parcel of land shown as Lot 3A on a plan of subdivision, being Plan # 16778 Drawer 211, registered at the Registry of Deeds in Halifax County. Said plan of subdivision is validated by Section 291 of the Municipal Government Act.

TOGETHER WITH a Right-of-Way Agreement as read in Book 6049 at Page 1180 registered at the Registry of Deeds in Halifax County as document # 18246.

SUBJECT TO an Encroachment Agreement as read in Book 6049 at Page 1186 registered at the Registry of Deeds in Halifax County as document # 18247.

**PID 00135368**

ALL that lot, piece or parcel of land situate, in the City of Halifax and more particularly described as follows:

ALL the part of that lot of land situate in the City of Halifax being part of lots number one (1) and eight (8) on a plan made by one Henry Spike and bounded as follows:

Thence on the north by Spring Garden Road and there measuring Forty-nine feet seven inches (49' 7") more or less;

Thence on the East by property of Murdock M. Lindsay and there measuring One hundred and fifty feet (150');

Thence on the South by a line parallel to Spring Garden Road and there measuring Forty-nine feet Seven inches (49' 7") more or less;

Thence on the west by Lots Numbers Seven (7) and Two (2) on said plan and there measuring One hundred and Fifty (150) feet more or less;

**First Benefit:**

TOGETHER WITH a License which permits an air vent, three propane tanks, two oil tanks and a sign to encroach over and on the adjacent parcel known as 5974-5980 Spring Garden Road from the aforesaid lands as detailed in the Surveyor's Location Certificate attached to the Encroachment Agreement at book 6049, page 1186 (the "Encroachments"), and subject to the following terms and conditions:

(a) The owner of the adjacent property over which the License is held (the "Licensor") shall allow the Encroachments to continue but the Encroachments shall be deemed to be with the license of the Licensor to the intent that the holder of the License (the "Licensee") shall not acquire an easement for it; PROVIDED THAT the Licensor may require the Licensee to relocate one or more of the tanks from its existing location to enable access (including wheelchair ramp access) to the building on the Licensor's property.

(b) The Licensor shall not prevent the Licensee, or any person authorized by the Licensee, from entering upon the Licensor's property for the purpose of maintaining, servicing, repairing or replacing any of the Encroachments.

(c) The Licensor shall not prevent the Licensee from replacing the existing Encroachments. Any one of the Encroachments that is replaced shall not affect the Licensee's rights to encroach as outlined herein.

(d) This Encroachment Agreement shall run for a term of fifteen (15) years from May 1, 1997 to April 30, 2012, and shall be renewed for successive terms of three (3) years unless the Licensor gives the Licensee written notice of termination on or before January 1 of the last year of any renewal, in which even the Agreement shall be terminated on April 30 next following the notice.

(e) This Agreement shall enure to the benefit of and be binding on the heirs, successors, executors, administrators and assigns of the parties respectively; PROVIDED THAT in the event

of the destruction of the building on either the Licensee's property or the Licensor's property, this encroachment agreement shall be terminated thirty (30) days after such destruction.

**First Burden:**

**SUBJECT TO** a right-of-way in favour of the adjacent property to the west known as civic number 5974-5980 Spring Garden Road, over the portion of the aforesaid lands (the "Right-of-Way") as outlined in Schedule "C" attached to the Right-of-Way Agreement registered at the Halifax County Registry of Deeds at Book 6049, Page 1180, for ingress and egress of motor vehicles and people exclusively, subject to the following further terms and conditions:

(a) The parties shall not block ingress and egress over any portion of the Right-of-Way.

(b) The owner of the aforesaid lands (the "Grantor") shall deliver invoices for the cost of maintenance of the Right-of-Way, including, but not limited to, the cost of snow removal, grading and maintenance of the surface area of the Right-of-Way, to the holder of the Right-of-Way (the "Grantee") on a quarterly basis. The Grantee shall pay to the Grantor 1/3 (one third) of the cost of maintenance within thirty (30) days of receipt of said invoices. The Grantor shall pay the remaining 2/3 (two thirds) of the cost of maintenance.

(c) The Grantee shall indemnify and save harmless the Grantor from all claims and demands, suits or actions, which may be made or brought by any tenant, occupant or invitee to the Grantee's property.

(d) The Grantee shall indemnify the Grantor for all damage to the Grantor's property including, but not limited to, damage to any building or structure upon the Grantor's property, which may be caused by any tenant, occupant or invitee on the Grantee's property.

(e) The Grantee agrees that the Grantor shall have the right to relocate the Right-of-Way to the western side of the Grantor's property in the event the building on the Grantor's property is destroyed and the Grantor decides to rebuild on the area covered by the Right-of-Way.

(f) The Right-of-Way shall terminate in the event that the building on the Grantee's property is demolished or destroyed.

**MGA Compliance Statement**

The description for this parcel originates with a deed dated September 10, 1955, registered in the registration district of Halifax in book 1348 at page 31 and the subdivision is validated by Section 291 of the Municipal Government Act.

**PID 00135376**

All that certain lot, piece or parcel of land situate, lying and being on the southern side of Spring Garden Road, Halifax, County of Halifax, Province of Nova Scotia, and shown Block "A", Parcel "A" and Parcel "B" on a plan of survey of Block "A", perimeter of lands conveyed to Capital Realities Limited and Parcels "A" & "B", lands claimed by Capital Realities Limited, dated the 1st day of February, 1995, prepared by Thompson Conn & Associates, certified by John D. Conn, N.S.L.S., and being more particularly described as follows:

Beginning at the intersection of the eastern boundary of lands conveyed to Marjen Investments Limited with the southern boundary of Spring Garden Road;

Thence along the eastern boundary of lands conveyed to Marjen Investments Limited on a bearing of south 21 degrees, 00 minutes, 17 seconds east for a distance of 151.43 feet to the northern boundary of lands conveyed to Greystone Group Incorporated;

Thence on a bearing of south 21 degrees, 05 minutes, 25 seconds east for a distance of 1.50 feet;

Thence on a bearing of north 71 degrees, 45 minutes, 08 seconds east for a distance of 10.00 feet;

Thence on a bearing of north 83 degrees, 56 minutes, 20 seconds east for a distance of 23.01 feet;

Thence on a bearing of north 70 degrees, 16 minutes, 30 seconds east for a distance of 1.02 feet to the western boundary of lands conveyed to Vinland Holdings Limited;

Thence along the western boundary of lands conveyed to Vinland Holdings Limited on a bearing of north 21 degrees, 06 minutes, 48 seconds east for a distance of 0.50 feet;

Thence on a bearing of north 69 degrees, 33 minutes, 40 seconds east for a distance of 32.98 feet to the eastern boundary of a 15' wide right of way;

Thence along the western boundary of feet of a 15' wide right of way on a bearing of north 21 degrees, 10 minutes, 18 seconds west for a distance of 8.16 feet;

Thence continuing along the western boundary of feet of a 15' wide right of way on a bearing of north 20 degrees, 45 minutes, 38 seconds west for a distance of 151.43 feet to the southern boundary of Spring Garden Road;

Thence along the southern boundary of Spring Garden Road on a bearing of south 68 degrees, 53 minutes, 10 seconds west for a distance of 66.83 feet to the point of beginning;

Containing an area of 10470.4 square feet;

Bearings are grid referred to the line between N.S.C.M. 4822 and N.S.C.M. 4824 having a bearing of north 21 degrees, 03 minutes, 30 seconds east and based on the 3 degree M.T.M. projection, central meridian 64 degrees, 30 minutes west longitude, 1979 adjustment.

Subject to a Grant of Right of Way between Capital Realities Limited and Peter Rouvalis and Argyris Rouvalis (PID 00135509 - 5969 College Street) dated the 20th day of February, 1997 and recorded in the Halifax County Registry of Deeds in Book No. 6029 at pages 743 - 749.

Together with a prescriptive Right of Way over a 15 foot wide lane known as PID 00135384 as shown in a Statutory Declaration by John Douglas Conn, N.S.L.S. and recorded in the Halifax County Registry of Deeds as Document #87324720.

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because it is a de fact consolidation, filed as Document 87235835 in 2007, under s. 268A of the Municipal Government Act.

**PID 00135384**

All that certain lot, piece or parcel of land situate, lying and being on the southern side of Spring Garden Road, Halifax, County of Halifax, Province of Nova Scotia, and shown variously as 15 foot wide Right of Way, Right of Way and 15 foot Lane on a plan of survey of Block "A", perimeter of lands conveyed to Capital Realities Limited and Parcels "A" and "B", lands claimed by Capital Realities Limited dated the 1 day of February, 1995, prepared by Thompson Conn & Associates, certified by John D. Conn, N.S.L.S., on a plan showing Block - M dated the 27 day of October, 1977 certified by Douglas K. MacDonald, N.S.L.S. and on a plan showing land owned by Betty Arron dated the 20 day of July, 1965, by R. J. Donovan, P.L.S. and being more particularly described as follows:

Beginning at the intersection of the eastern boundary of Block "A" with the southern boundary of Spring Garden Road;

Thence along the eastern boundary of Block "A" on a bearing of south 20 degrees, 45 minutes, 38 seconds east for a distance of 151.43 feet to the northeastern corner of Parcel "A";

Thence along the eastern boundary of Parcel "A" and the eastern boundary of Parcel "B" on a bearing of south 21 degrees, 10 minutes, 18 seconds east for a distance of 8.16 feet to the southeastern corner thereof;

Thence in an easterly direction for a distance of 15 feet more or less to the western or rear line of the properties fronting on Carlton Street;

Thence in a northerly direction along the western or rear line of the properties fronting on Carlton Street for a distance of 44 feet more or less to the southwestern corner of Block M;

Thence along the western boundary of Block M on a bearing of north 20 degrees, 53 minutes, 01 seconds west for a distance of 115.70 feet to the southern boundary of Spring Garden Road;

Thence along the southern boundary of Spring Garden Road on a bearing of south 68 degrees, 53 minutes, 12 seconds west for a distance of 14.79 feet to the point of beginning;

Bearings are grid referred to the line between N.S.C.M. 4822 and N.S.C.M. 4824 having a bearing of north 21 degrees, 03 minutes, 30 seconds east and based on the 3 degree M.T.M. projection, central meridian 64 degrees, 30 minutes west longitude, 1979 adjustment.

Subject to a right-of-way 15 feet wide in favour of the owners and occupiers of PID Number 40286213 from time to time and at all times at their will and pleasure by night and by day and for all purposes recorded as document number 3671 in book 836 at page 1 on October 21, 1941.

Subject to a right-of-way 15 feet wide in favour of the owners and occupiers of PID Number 135418 from time to time and at all times at their will and pleasure by night and by day and for all purposes recorded as document number 1000 in book 386 at page 921 on May 30, 1907.

Subject to a right-of-way 15 feet wide in favour of the owners and occupiers of PID Number 135426 from time to time and at all times at their will and pleasure by night and by day and for all purposes recorded as document number 790 in book 563 at page 204 on March 21, 1922.

Subject to a right-of-way 15 feet wide in favour of the owners and occupiers of PID Number 135434 from time to time and at all times at their will and pleasure by night and by day and for all purposes recorded as document number 1131 in book 628 at page 353 on April 29, 1930.

Subject to a right-of-way 15 feet wide in favour of the owners and occupiers of PID Number 135442 from time to time and at all times at their will and pleasure by night and by day and for all purposes recorded as document number 3671 in book 628 at page 738 on December 19, 1930.

Subject to a right-of-way 15 feet wide in favour of the owners and occupiers of PID Number 135459 from time to time and at all times at their will and pleasure by night and by day and for all purposes recorded as document number 8370 in book 1164 at page 5 on September 30, 1962.

Subject to a right-of-way 15 feet wide in favour of the owners and occupiers of PID Number 135376 from time to time and at all times at their will and pleasure by night and by day and for all purposes recorded as document number 87324720 on March 1, 2007.

Subject to a right-of-way 15 feet wide in favour of the owners and occupiers of PID Number 135392 from time to time and at all times at their will and pleasure by night and by day and for all purposes recorded as document number 869 in book 387 at page 9 on May 1, 1907.

Compliance with MGA: The parcel is exempt from the requirement for subdivision approval under the Halifax Regional Municipality Charter because this parcel has existed prior to April 16, 1987.

**PID 00135392**

**ALL** that certain lot of land situate, lying and being in the City of Halifax, on the southern side of Spring Garden Road;

**BEGINNING** on Spring Garden Road at the northwest angle of the property of Rev. Mr. Saunders (now or formerly);

**THENCE** westerly along Spring Garden Road forty-one (41) feet to a right of way to the westward of the property hereby conveyed;

**THENCE** southerly along said right of way sixty-two (62) feet to the northwest angle of property of Edward Harris;

**THENCE** easterly along said Harris' northern line forty-one (41) feet until it meets the southwest angle of said Saunder's property;

**THENCE** northerly along said Saunder's western line sixty-two (62) feet to the place of beginning, being parts of lots nos. 18 and 19 of the Halifax Common, conveyed by William Land Black, Exr. of Benjamin Etta Black to James Fraser.

**BENEFITS (1)**

**TOGETHER WITH** a right of way fifteen (15) feet wide from Spring Garden Road to the rear of the property hereby conveyed to the owners and occupiers of the said property from time to time and at all times hereafter at their will and pleasure by night and by day and for all purposes and as further described in a deed dated February 12, 1954 and registered on February 12, 1954 as document number 1319, book 1241, page 653.

The description for this parcel originates with a deed dated February 12, 1954, registered in the registration district of Halifax in book 1241 at page 653 and the subdivision is validated by Section 291 of the Municipal Government Act.



**PID 00135400**

Municipality/County: Halifax

Designation of Parcel on Plan: Lot PD

Title of Plan: Plan of Survey of Lot PD, consolidation of lands conveyed to Pro-Dent Laboratory Limited, Carlton Street and Spring Garden Road, Halifax, Nova Scotia, dated January 11, 1989 and signed by Terrance R. Doogue, N.S.L.S.

Registration County: Halifax

Registration # of Plan: Plan No. 26619, Drawer No. 283

Registration Date of Plan: September 29, 1989

**BURDENS (1)**

SUBJECT TO registration as Heritage Property as further described in the notice dated October 20, 1980 and registered on October 23, 1980, as document number 43700, book 3441, page 1168 and as further described in a notice dated December 23, 1981 and registered on December 23, 1981 as document 53658, book 3543, page 987.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax as plan no. 26619, drawer no. 283.

**PID 40286213**

ALL that certain lot, piece or parcel of land situate, lying and being on the western side of Carleton Street in the City of Halifax, said lot being more particularly described as follows:

BEGINNING at a point on the western line of Carleton Street, said point of beginning being sixty-two (62) feet southwardly from the intersection of the western line of Carleton Street with the southern line of Spring Garden Road;

THENCE southwardly by the western line of Carleton Street twenty-seven (27) feet;

THENCE in a westerly direction to the centre of the eastern end of the division wall between the properties numbering (old nos.) 20 and 22 Carleton Street and thence continuing westwardly following the centre line of the said division wall to the westerly extremity thereof and thence continuing westwardly in a straight line to a point on the eastern side of right of way said point being one hundred and nineteen (119) feet more or less from Carleton Street and eighty-nine (89) feet southwardly from the south line of Spring Garden Road;

THENCE northwardly by the eastern line of said right of way twenty seven feet (27) feet;

THENCE eastwardly parallel to Spring Garden Road one hundred and nineteen (119) feet, more or less, or to the western line of Carleton Street at the point of beginning.

**BENEFITS (1)**

TOGETHER WITH a right of way fifteen (15) feet wide lying to the westward of the said property herein before described, running southwardly from Spring Garden Road aforesaid to the property immediately to the south of the property herein before described and as further described in a deed dated September 23, 1965 and registered on October 7, 1965 as document number 24650 in book 2076 at page 175.

**BURDENS (1)**

SUBJECT TO designation as a heritage resource property as described in a notice dated October 7, 1980 and recorded October 23, 1980 as document 43700, book 3441, page 1168 and registered as a municipal heritage property in the Halifax Registry of Heritage Property as further described in a notice dated June 7, 1985 and recorded on June 10, 1985 as document number 33026 in book 4002 at page 1230.

The description for this parcel originates with a deed dated September 23, 1965, registered in the registration district of Halifax in book 2076 at page 175 and the subdivision is validated by Section 291 of the Municipal Government Act.

**PID 00135418**

ALL that certain lot of land situate, lying and being on the West side of Carlton Street in the City and County of Halifax, the said lot being more particularly described as follows, that is to say:

BEGINNING at a point on the West line of Carlton Street distant eighty-nine feet (89') southerly from the South line of Spring Garden Road;

THENCE southerly by the said West line of Carlton Street for a distance of twenty-seven (27') feet;

THENCE westerly at right angles to the said West line for a distance of one hundred and seventeen (117) feet;

THENCE northerly parallel to the West line of Carlton Street for a distance of twenty-seven (27) feet;

THENCE easterly for a distance of one hundred and seventeen (117) feet to the place of beginning.

**BENEFITS (1)**

TOGETHER WITH a right of way over a passage of 15 feet in width extending along the rear of the above described lot to Spring Garden Road and as further described in a deed dated July 26, 1968 and registered on August 5, 1968 as document number 19011, in book 2258 at page 956.

**BURDENS (1)**

SUBJECT TO designation as a heritage resource property as described in a notice dated October 7, 1980 and recorded October 23, 1980 as document 43700, book 3441, page 1168 and registered as a municipal heritage property in the Halifax Registry of Heritage Property as further described in a notice dated June 7, 1985 and recorded on June 10, 1985 as document number 33026 in book 4002 at page 1230.

The description for this parcel originates with a deed dated July 26, 1968, registered in the registration district of Halifax in book 2258 at page 956 and the subdivision is validated by Section 291 of the Municipal Government Act.

**PID 00135426**

All that lot of land situate, lying and being in the City of Halifax on the west side of Carleton Street, commencing at the southwest angle of property of Whitney S. Harris;

THENCE southerly along the east side of a right of way twenty-seven feet to the northwestern angle of property of one James Fraser;

THENCE easterly along the northern line of said James Frasers property one hundred and twenty feet more or less to Carleton Street;

THENCE northerly along Carleton Street twenty-seven feet to the southeast angle of said Whitney S. Harris property;

THENCE westerly along the southern line of said Harris property one hundred and twenty feet more or less to the place of beginning.

**FIRST BENEFIT**

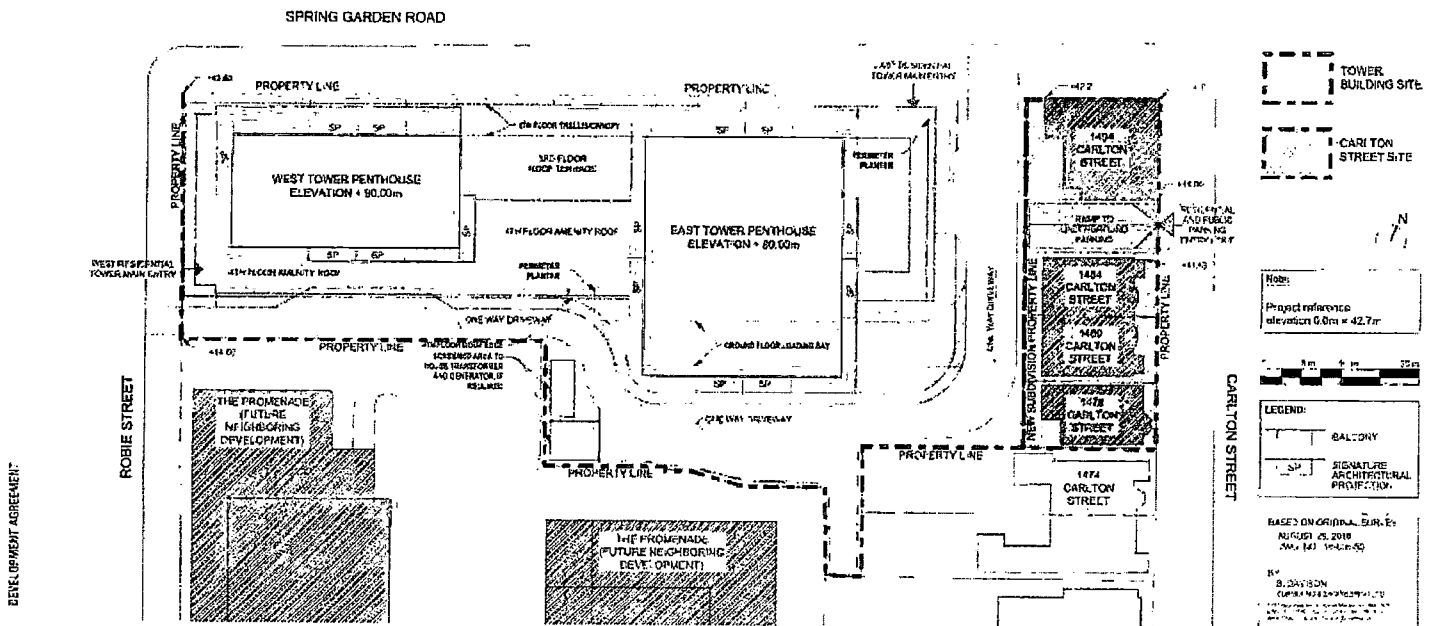
TOGETHER WITH a right of way fifteen feet wide to the westward of said property running from Spring Garden Road to the southwest corner of the property thereby conveyed from time to time and at all times hereafter at their will and pleasure by night and by day and for all purposes to go, return, pass and repass with horses, cars or other carriages or to drive cattle and other beasts in, through or along;

**FIRST BURDEN**

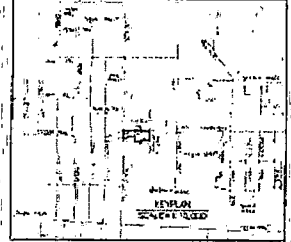
SUBJECT TO a Heritage Designation, the particulars of which are recorded at the Registry of Deeds for Halifax County at Book 3952 at Page 576 and Book 4002 at Page 1230.

The description for this parcel originates with a Deed dated September 15, 1938, registered in the registration district of Halifax County in Book 867 at Page 263 and the subdivision is validated by Section 291 of the Municipal Government Act.

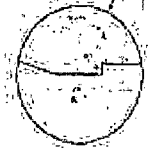
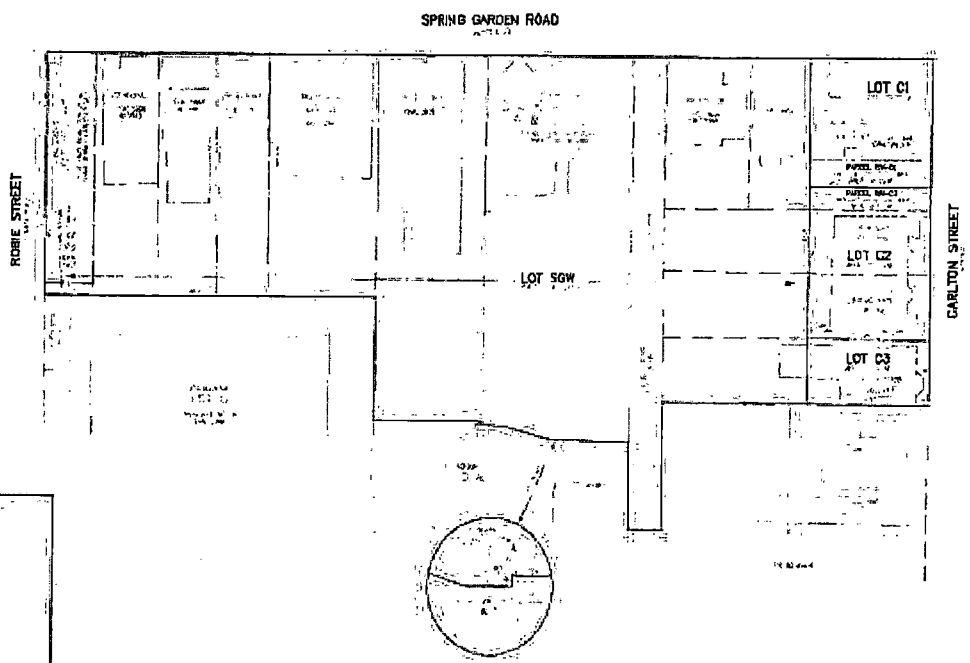
# Schedule B Site Plan



# Schedule C Subdivision of Land



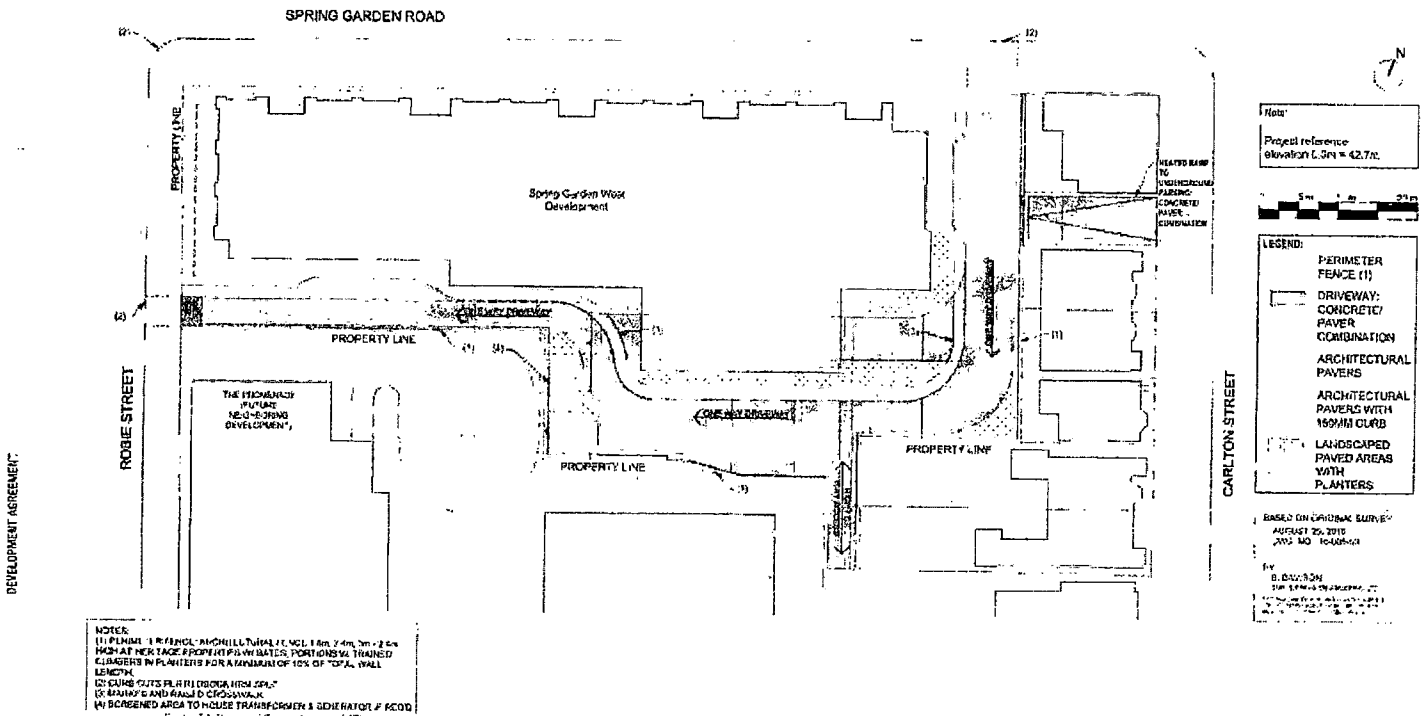
**NOTES:**  
 1. THE SUBDIVISION IS SUBJECT TO THE PROVISIONS OF THE SUBDIVISION ACT, 1988 (ACT NO. 10 OF 1988) AND THE SUBDIVISION REGULATIONS, 1989 (REGULATIONS NO. 10 OF 1989).  
 2. THE SUBDIVISION IS SUBJECT TO THE PROVISIONS OF THE LAND ACT, 1988 (ACT NO. 10 OF 1988) AND THE LAND REGULATIONS, 1989 (REGULATIONS NO. 10 OF 1989).  
**KEY:**  
 1. LOT C1  
 2. LOT C2  
 3. LOT C3  
 4. LOT SGW



PROPERTY OWNERSHIP TABLE			
LOT	AREA (M <sup>2</sup> )	OWNER	REMARKS
LOT C1	1,234.56	LOWEN PROPERTIES LIMITED	
LOT C2	1,234.56	LOWEN PROPERTIES LIMITED	
LOT C3	1,234.56	LOWEN PROPERTIES LIMITED	
LOT SGW	1,234.56	LOWEN PROPERTIES LIMITED	

**PRELIMINARY SUBDIVISION PLAN**  
 SUBDIVISION AND CONSOLIDATION OF  
 LANDS OF LOWEN PROPERTIES LIMITED  
 TO CREATE LOT SGW, LOT C1,  
 LOT C2 AND LOT C3  
 ROBIE STREET, SPRING GARDEN ROAD  
 AND CARLTON STREET  
 NANTWALE HARBOUR, COUNTY OF WA  
 SCALE 1:1250 (METRIC)  
 APRIL 18, 2002  
 ZPD No. 16-309-10  
**B. DAVISON**  
 Surveyor General  
 Western Australia

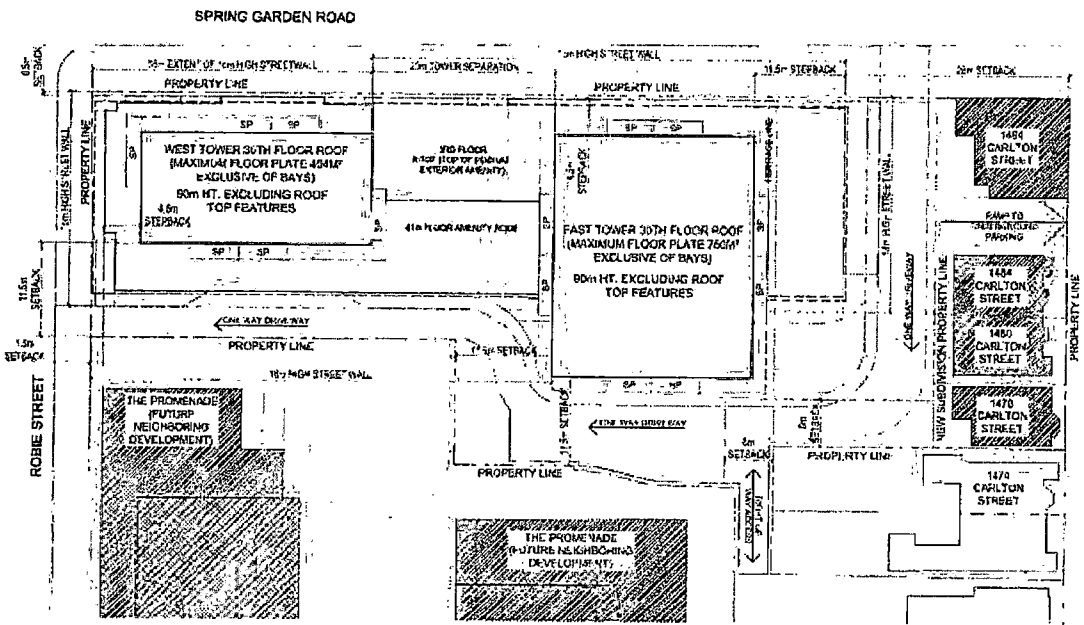
# Schedule D Preliminary Landscape Plan



Mackay Lyons  
Dawson Architects  
2022-06-09

# Schedule E Setback and Stepback Plan

DEVELOPMENT AGREEMENT



Note:  
Project reference  
elevation D.Cm = 42.7m

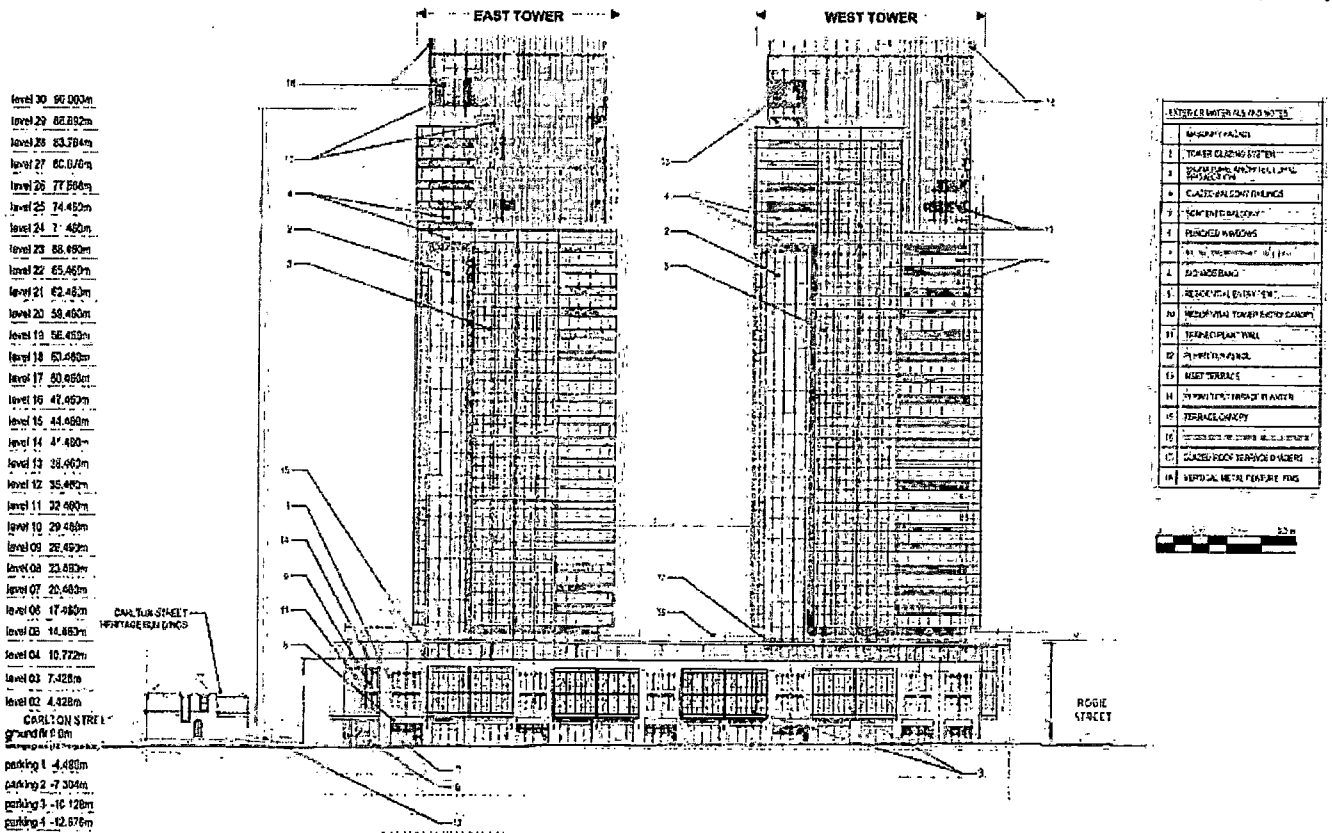
LEGEND:  
SP SIGNATURE ARCHITECTURAL PRELIMINARY

BASED ON ORIGINAL SURVEY  
AUGUST 25, 2016  
AWO NO 16-016-01

BY  
B. DAVISON  
SIGNATURE ARCHITECTURAL PRELIMINARY



**Schedule F**  
**North Elevation**  
**(Spring Garden Road)**



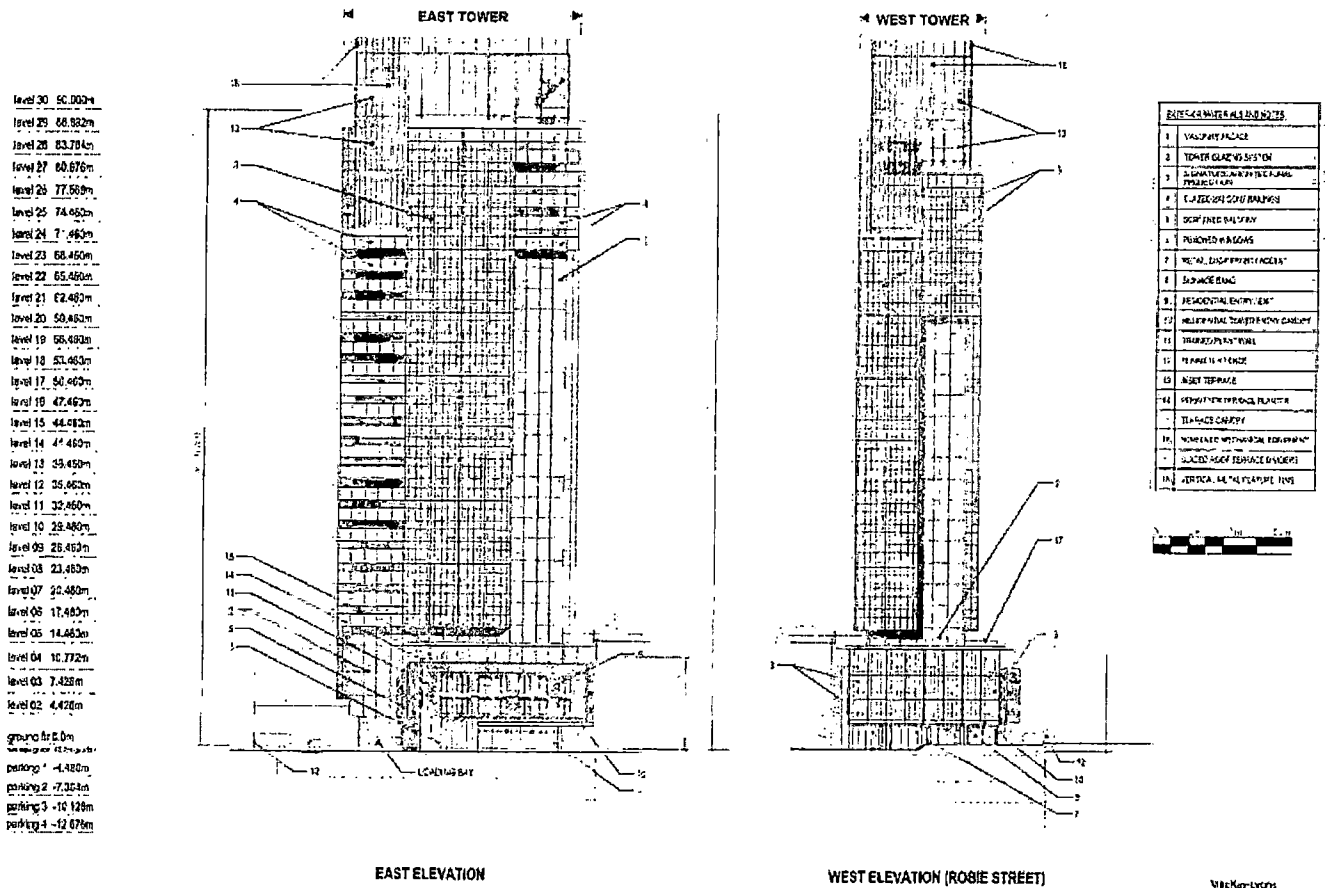
DEVELOPMENT AGREEMENT

Mackay & Sons  
 Singapore Architects

2022-00-05

DEVELOPMENT AGREEMENT

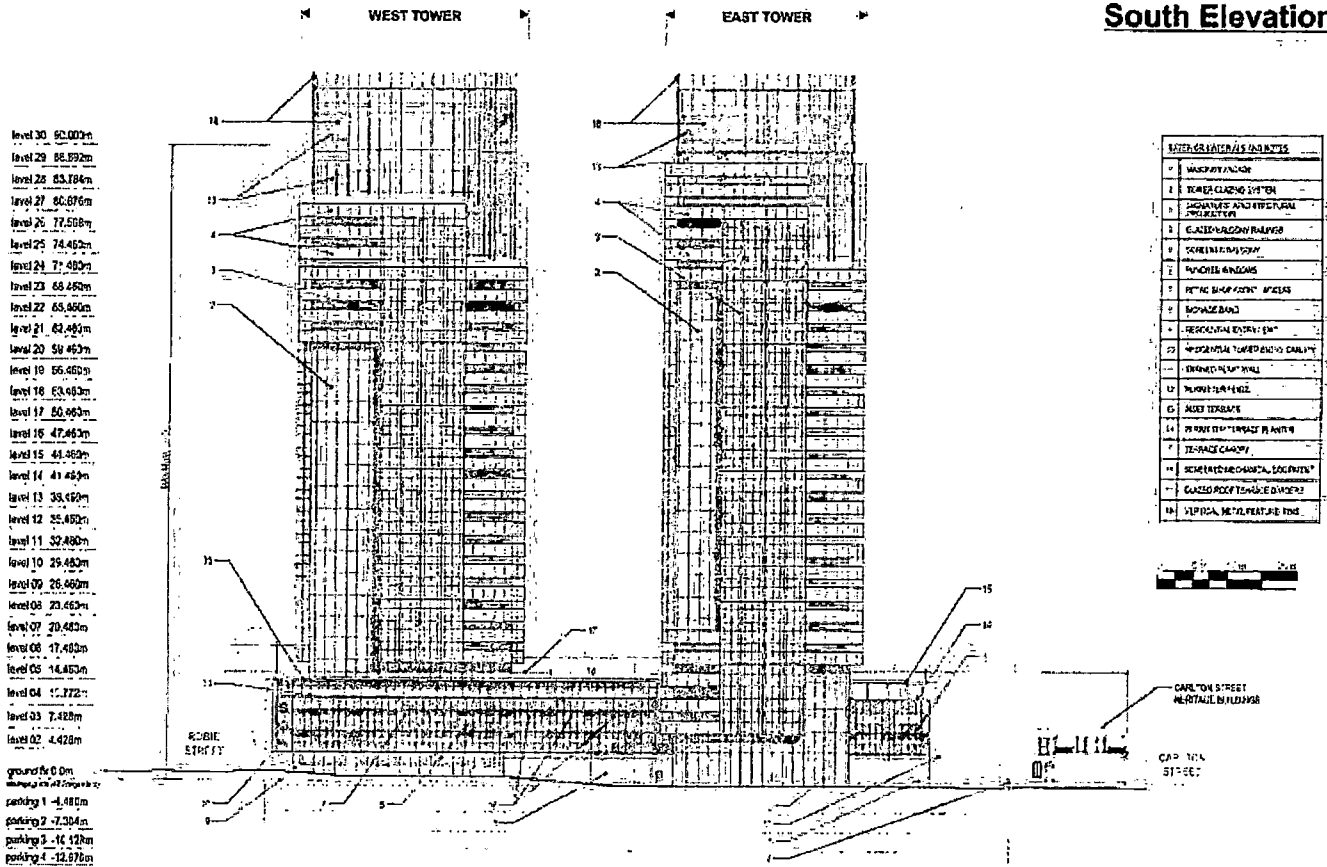
## Schedule G East & West (Robie Street) Elevations



MacKenzie  
Sustainable Architecture  
3022 06-06

# Schedule H South Elevation

DEVELOPMENT AGREEMENT



MaxKey Lyons  
 Development Architects  
 2011  
 2022 06 06

**Schedule I: Applicable Sections of the Regional Centre Land Use By-law**

Section #	Section Header	Special Note
<b>Part 1, Chapter 1: General Administration</b>		
6	Requirement for a Development Permit	
<b>Part 1, Chapter 2: Development Permit</b>		
9	Development Permit Exemptions	
10	Development Permit Applications	Clauses 10(j), 10(k), and 10(m) do not apply to the development agreement. Wind and shadow impacts are to be reviewed during the development agreement process, instead of the development permit process.
12	Expiry	
13	Revocation	
14	Fees	
<b>Part 1, Chapter 4: Non-Conforming Structures and Uses</b>		
23	Non-Conforming Structures	Only applies to the Carlton Street Site, and not to the Tower Building Site.
<b>Part 1, Chapter 6: Interpretation of this By-law</b>		
26	Diagrams	
27	Defined Terms	
28	More Restrictive Requirement Applies	
<b>Part 1, Chapter 7: Schedules and Appendices</b>		
29	List of Schedules and Appendices	Only the following schedules apply for the purpose of this development agreement for both the Tower Building Site and the Carlton Street Site: 1, 7, 26, 27A, 27B, 27C, and 50. Schedule 18 applies, but only for the Carlton Street Site. Only Appendices 3 and 4 apply to the Lands.
<b>Part II, Chapter 2: Zones and Permitted Uses</b>		
32	Interpretation of Permitted Uses	The CEN-2 and CEN-1 uses would apply to their respective zones. The development agreement assigns the CEN-2 zone to the Tower Building Site and the CEN-1 zone to the Carlton Street Site.
37	Obnoxious Uses Prohibited	
38	Pedestrian-Oriented Commercial Streets	
<b>Part III, Chapter 1: General Land Use Requirements</b>		
40	Access Uses Prohibited	

44	Cannabis-Related Uses	
46	Temporary Rock Crushers	
Part III, Chapter 2: Residential Use Requirements		
51	Home Occupation Uses	
52	Home Office Uses	
53	Bed and Breakfast Uses	
55	Secondary Suite Uses	
56	Backyard Suite Uses	
64	Dwelling Unit Mix – New Buildings	
70	Work-Live Units	
Part III, Chapter 3: Urban Agriculture Use Requirements		
71	General Urban Agriculture Use Requirements	
72	Keeping of Bees as an Accessory Use	
73	Keeping of Egg-Laying Hens as an Accessory Use	
Part V, Chapter 1: General Built Form and Siting Requirements		
93	General Requirement: Setback of Entrances	
94	General Requirement: Permitted Encroachments into Setbacks, Stepbacks, or Separation Distances	<p>For the Tower Building Site, only Clauses 94(1)(a) and 94(1)(b) apply. The development agreement amends the permitted encroachments for window bays and balconies by allowing additional encroachments as described in the text of the Agreement, or as shown on the schedules attached to the Agreement.</p> <p>For the Carlton Street Site, only Subsections 94(1) and 94(2) apply.</p>
98	General Requirement: Drive-Throughs	
100	General Requirement: Self-Storage Facility Uses	
Part V, Chapter 19: Accessory Structures, Backyard Suite Uses, and Shipping Containers		
327	Accessory Structure Location	
328	Accessory Structure Front or Flanking Setbacks	Only applies to the Carlton Street Site, and not to the Tower Building Site.
329	Accessory Structure Side or Rear Setbacks	
330	Accessory Structure Separation Distances	
331	Accessory Structure Height	

333	Accessory Structure Footprint and Area	Only Subsections 333(1) and 333(1.5) apply to the development agreement.
334 335	Quonset Huts General Requirements for Shipping Containers	
Part VII, Chapter 3: Building Design Requirements		
363	Design Requirement: Pedestrian Entrances Along Streetwalls	Only applies to the Tower Building Site, and not to the Carlton Street Site.
367	Design Requirement: Weather Protection for Entrances	Only applies to the Tower Building Site, and not to the Carlton Street Site.
368	Design Requirement: Exposed Foundations and Underground Parking Structures	Only applies to the Tower Building Site, and not to the Carlton Street Site.
Part VII, Chapter 5: Other Design Requirements		
375	Design Requirement: Prohibited Awning or Canopy Materials	
Part X, Chapter 1: General Requirements for View Planes, Halifax Citadel Rampart Sight Lines, and Waterfront View Corridors		
398	General Requirements: View Planes, Halifax Citadel Rampart Sight Lines, and Waterfront View Corridors	
Part X, Chapter 2: View Planes and Halifax Citadel Rampart Sight Lines		
399	View Planes	
400	Halifax Citadel Rampart Sight Lines	
Part XIII, Chapter 1: Motor Vehicle Parking		
431	General Motor Vehicle Parking Requirements	
432	Parking Space and Driving Aisle Dimensions	
438	Motor Vehicle Sharing Spaces	
Part XIII, Chapter 2: Bicycle Parking		
446	Bicycle Parking Exemptions for Specific Uses	
447	Bicycle Parking Exemptions for a Change of Use	
448	General Bicycle Parking Requirements	
449	Required Number of Bicycle Parking Spaces	
450	Rounding Regulation	
451	Class A Bicycle Parking Requirements	
452	Class B Bicycle Parking Requirements	
453	Minimum Bicycle Parking Geometric Requirements	
Part XIII, Chapter 3: Off-Street Loading		
454	Off-Street Loading Space	
455	Type A Off-Street Loading Space	

456	Type B Off-Street Loading Space	
Part XIV, Chapter 1: General Signage Requirements		
457	Temporary Sign By-law	
458	Sign Permit Exemptions	
459	Prohibited Signs	
460	Variable Message Signs	
461	Fascia Signs on Registered Heritage Buildings	
Part XIV, Chapter 2: Signage Requirements for the DD, DH, CEN-2, CEN-1, COR, HR-2, HR-1, CLI, LI, HRI, INS, UC-2, UC-1, PCF, RPK, CDD-2, and CDD-1 Zones		
462	Fascia Signs	
463	Ground Signs	
464	Projecting Signs	
466	Fascia Signs for Home Occupation Uses, Bed and Breakfast Uses, and Work-Live Unit Uses	
467	Billboards	
Part XV, Chapter 1: General Incentive or Bonus Zoning Requirements		
472	Requirement to Provide a Public Benefit for Incentive or Bonus Zoning	
473	Calculation of the Public Benefit Value for a Development Exceeding 2,000 Square Metres in a DD, DH, CEN-2, CEN-1, COR, HR-2, or HR-1 Zone	
474	Deadline to Complete Public Benefit	
475	Incentive or Bonus Zoning Rates	
477	Incentive or Bonus Zoning Rate Adjustments	
478	Proposal for Required Public Benefits	
479	Public Benefit Categories	
480	Public Benefit Requirement: Money-in-Lieu for Affordable Housing	
481	Public Benefit Requirement: Conservation of a Registered Heritage Building or a Building within a Heritage Conservation District	
482	Public Benefit Requirement: On-Site Public Art	
483	Unacceptable Forms of Public Art	
484	Incentive or Bonus Zoning Agreement	
Part XVII, Chapter 1: Definitions		
499	Definitions	All definitions apply except for Subsection 499(90.5).