



# Appendix A

## 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 County  
Submitter's user number: 21348  
Submitter's name: Drew Ritchie

In the matter of Parcel Identification Number (PID)

40074544	40074551
40075087	

For Office Use

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

Registrar

124743064

Document #

LR ☒ ROD ☐

SEP 20 2024

\* A DL YYYY

12:05-PM

Time

*(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.

May 4, 2009

**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 register(s):

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

<b>Instrument type</b>	Agreement re Use of Land
<b>Interest holder and type to be removed</b> ( <i>if applicable</i> )	N/A
<b>Interest holder and type to be added</b> ( <i>if applicable</i> ) <i>Note: include qualifier (e.g., 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> )	P.O. Box 1749 Halifax, Nova Scotia B3J 3A5
<b>Reference to related instrument in names-based roll/parcel register</b> ( <i>if applicable</i> )	N/A
<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>	N/A

May 4, 2009

**Certificate of Legal Effect:**

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

**Dated** at Halifax, in the County of Halifax, Province of Nova Scotia, on this 28<sup>th</sup> day of August, 2024.



*Signature of authorized lawyer*

*Name:* Drew Ritchie

*Address:* 1500-1625 Grafton St., Halifax, NS  
B3J 0E8

*Phone:* 1-902-491-4107

*E-mail:* [dritchier@coxandpalmer.com](mailto:dritchier@coxandpalmer.com)

*Fax:* 1-902-421-3130

- ☐ 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.

May 4, 2009 \*



THIS AGREEMENT made this 17 day of September 2024,

BETWEEN:

**4343314 NOVA SCOTIA 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")

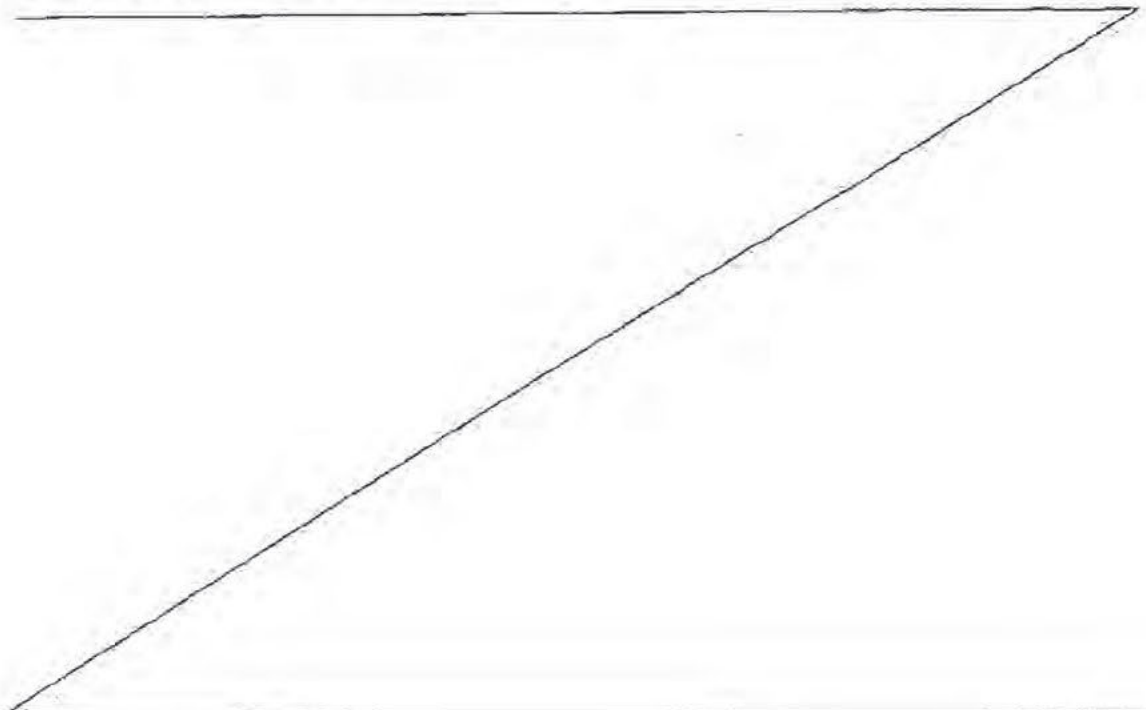
OF THE SECOND PART

**WHEREAS** Marilyn Claire Pierce is the registered owner of certain lands located at PIDs 40074544, and 4343314 Nova Scotia Limited is the registered owner of certain lands located 40075087, and 40074551 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 subdivision of 37 residential building lots on new public streets on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies RES-2C, RES-2D, and RES-2E of the Planning District 5 (Chebucto) Municipal Planning Strategy and Section 11 of the Planning District 5 (Chebucto) Land Use By-law;

**AND WHEREAS** the Halifax and West Community Council approved this request at a meeting held on July 16, 2024, referenced as PLANAPP 2023-00563;

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



## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

- 1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

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

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.
- 1.2.2 Variances may be considered in accordance with Section 250 of the Halifax Regional Municipality Charter.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.
- 1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

### **1.4 Conflict**

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

### **1.5 Costs, Expenses, Liabilities and Obligations**

- 1.5.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

### **1.6 Provisions Severable**

- 1.6.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.



## **1.7 Lands**

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

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as PLANAPP 2023-00563:

Schedule A	Legal Description of the Land(s)
Schedule B	Concept Plan

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

- 3.2.1 Prior to any site work or grade alteration, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Plan of Survey of approved subdivision of 37 residential lots, which shall generally comply with Schedule B and Section 3.7 of this Agreement.

- 3.2.2 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.3 General Description of Land Use**

- 3.3.1 The use(s) of the Lands permitted by this Agreement are a maximum of 56 main dwelling units as identified on Schedule B, including the following:

- (a) Single unit dwellings;
- (b) Two-unit dwellings;
- (c) Secondary and backyard suites, in conformance with the applicable Land Use By-law;
- (d) Home occupation uses in conjunction with permitted dwellings, in conformance with the applicable Land Use By-law;
- (d) Accessory buildings, in conformance with the applicable Land Use By-law; and
- (e) Conservation uses.

- 3.3.2 Secondary and backyard suites shall not be considered main dwellings or main dwelling units and shall not be included in the permitted maximum of 56 main dwelling units.



- 3.3.3 No more than one total secondary or backyard suite shall be permitted on a lot.
- 3.3.4 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the applicable Land Use By-law, as amended from time to time.

#### **3.4 Building Siting**

- 3.4.1 The siting of the dwellings shall comply with the provisions of the HCR (Herring Cove Residential) zone contained within the applicable Land Use By-law, as amended from time to time. The following zone requirements shall be permitted by this Agreement and apply to the Lands identified on Schedule B:
- (a) The minimum lot frontage shall be 18.39 metres (60 feet);
  - (b) The minimum lot area shall be 557.42 square metres (6000 square feet); and
  - (c) No development shall be permitted within the non-disturbance areas as shown on Schedule B.

#### **3.5 Non-Disturbance Area**

- 3.5.1 Non-disturbance areas shall be applied to the Lands as identified on Schedule B, which shall include the rear portions of some individual lots and the entirety of the common open space. The non-disturbance area shall not apply to the HRM parkland parcel.
- 3.5.2 No development, tree removal or grade alteration shall be permitted within the non-disturbance areas as identified on Schedule B, except where approved in writing by the Development Officer for the following:
- (a) Trail development;
  - (b) To remove fallen trees or dead debris that poses a fire or safety risk; or,
  - (c) To remove a tree that is dead, dying or in decline which present a danger to private property, public infrastructure or other natural trees and vegetation.
- 3.5.3 Prior to granting approval for any removal pursuant to 3.6.1 the Development Officer may require that the Developer or subsequent property owner engage a Certified Arborist, Forester or Landscape Architect to certify in writing that the timber or debris poses a fire or safety risk, that the tree poses a danger to people or property, or that it is in severe decline.
- 3.5.4 If trees are removed or tree habitat is damaged beyond repair in the non-disturbance areas as identified on Schedule B, the Developer or subsequent property owner shall replace each tree removed or damaged as directed by the Development Officer, in consultation with the appropriate HRM Business Units. This section applies to trees removed without permission, as well as trees removed with permission as outlined in this Agreement.
- 3.5.5 Where trails are permitted within the non-disturbance area under this Agreement, they shall not exceed a width of three (3) metres (9.84 feet).

#### **3.6 Common Open Space**

- 3.6.1 A common open space parcel shall be provided as generally shown on Schedule B of this Agreement.
- 3.6.2 The uses permitted on the common open space parcel shall include conservation uses and passive recreation.
- 3.6.3 The common open space parcel shall maintain a minimum of 6.1 metres of public road frontage for the purpose of providing access to the parcel.



- 3.6.4 The common open space parcel shall remain permanently undisturbed, as described in Section 3.5 of this Agreement.

### **3.7 Subdivision of the Lands**

- 3.7.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law following Land Registration of this Agreement and the Development Officer shall grant subdivision approval subject to and in accordance with the terms and conditions of this Agreement.

### **3.8 Parkland**

- 3.8.1 Park land dedication shall be as generally shown on Schedule B.
- 3.8.2 Parkland shall have minimum 30 m frontage on a publicly maintained street right-of-way.
- 3.8.3 Parkland shall meet both the "usable land" definition and HRM Parkland Quality of Land Criteria as found in the HRM Regional Subdivision By-Law.
- 3.8.4 Outstanding parkland dedication after credit for land shall be in the form of either cash-in lieu, work of equivalent value, or both.

### **3.9 Outdoor Lighting**

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

### **3.10 Signs**

- 3.10.1 The sign requirements shall be accordance with the applicable Land Use By-law, as amended from time to time.
- 3.10.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping.
- 3.10.3 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.
- 3.10.4 Signs shall only be externally illuminated.
- 3.10.5 A maximum of one ground sign shall be permitted at each entrance to the subdivision or phase or street to denote the community or subdivision name. The locations of such signs shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq. m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.

### **3.11 Temporary Construction Building**

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

### **3.12 Reinstatement**

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

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

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

### **4.2 Off-Site Disturbance**

- 4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 Site Preparation in a Subdivision**

- 4.3.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer.

### **4.4 Sidewalk Connections**

- 4.4.1 Sidewalks shall be provided along a minimum of one side of all new public streets created through this agreement, as shown on Schedule B, in consultation with the Development Engineer.
- 4.4.2 For further clarification, a sidewalk connection shall be provided along the road frontage of the Parkland parcel as shown on Schedule B.
- 4.4.3 A sidewalk connection shall be provided from Glen Baker Drive to the nearest transit stop in consultation with the Development Engineer.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Private Storm Water Facilities**

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

### **5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan**

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



### **5.3 Archaeological Monitoring and Protection**

- 5.3.1 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.

### **5.4 Sulphide Bearing Materials**

- 5.4.1 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 non-substantive and may be amended in a matter consistent with the *Halifax Regional Municipality Charter*:
- (a) Changes to the signage provisions as detailed in Section 3.10 of this Agreement;
  - (b) Minor changes to the lot layout that do not increase the number of lots and number of main dwelling units, and do not reduce the amount of non-disturbance area or common open space;
  - (c) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
  - (d) The granting of an extension to the length of time for the completion of the development as identified in Section 7.4.3 of this Agreement.

### **6.2 Substantive Amendments**

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

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

### **7.1 Registration**

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the 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 four (4) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean application for final subdivision approval.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 of this Agreement, if the Municipality receives a written request from the Developer.

### **7.4 Completion of Development**

- 7.4.1 Upon the completion of the whole development, the Municipality may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By law, as may be amended from time to time.
- 7.4.2 For the purpose of this section, completion of development shall mean acceptance of primary services.
- 7.4.3 In the event that development on the Lands has not been completed within seven (7) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

### **7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after seven (7) years from the date of execution of this Agreement, the Municipality may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement.

## **ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **7.6 Enforcement**

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

### **7.7 Failure to Comply**

- 7.7.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 60 days written notice of the failure or default, then in each such case:



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



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

SIGNED, ~~SEALED~~ AND DELIVERED In the presence of:

Witness

DREW RITCHIE  
A Barrister of the Supreme  
Court of Nova Scotia

4343314 NOVA SCOTIA LIMITED

Per

Print Name: MARIUS ARDELEAN

Print Position: President

Date Signed: Aug. 28, 24

=====

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

Witness

Witness

=====

HALIFAX REGIONAL MUNICIPALITY

Per

MAYOR

Per

MUNICIPAL CLERK

Date Signed:

Sept 17 / 24




PROVINCE OF NOVA SCOTIA

AFFIDAVIT OF CORPORATE STATUS

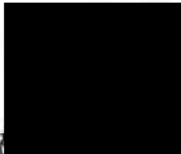
I, Marius Ardelean, make oath and say as follows:

1. THAT I am the President of 4343314 Nova Scotia Limited (the "Company"), and have personal knowledge of the matters herein deposed to;
2. THAT I executed the foregoing indenture on behalf of the Company as President and I have authority to do so and I confirm that my signature binds the Company.
3. THAT I acknowledge that the Company executed the foregoing indenture by its proper officer(s) duly authorized in that regard on the date of this affidavit; this acknowledgement is made for the purpose of register such indenture pursuant to s. 31(a) of the Registry Act, R.S.N.S. 1989, c.392 or s.79 (1)(a) of the Land Registration Act as the case may be, for the purpose of registering the indenture.
4. THAT the Company is not and will not be on the date of delivery of the foregoing indenture, a non-resident of Canada within the meaning of the Income Tax Act (Canada).
5. THAT for purposes of this my Affidavit, "Matrimonial Home" means the dwelling and real property occupied by a person and that person's spouse as their family residence and in which either or both of them have a property interest other than a leasehold interest.
6. THAT the lands described in the indenture are not occupied by any shareholder of the Company as a Matrimonial Home and have never been so occupied while the lands have been owned by the Company; nor does the ownership of a share in the Company entitle the owner or owners thereof to occupy such lands as a Matrimonial Home.

SWORN TO from Wellesley, Province  
of Ontario to Halifax, Province  
of Nova Scotia, this 29 day of  
August, 2024 via videoconference:


  
Name: Drew Ritchie  
A Barrister of the Supreme Court of  
Nova Scotia

DREW RITCHIE  
A Barrister of the Supreme  
Court of Nova Scotia

  
Name: Marius Ardelean

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

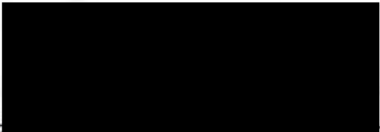
On this 26<sup>th</sup> day of August, A.D., 2024, before me, the subscriber personally came and appeared Drew Ritchie a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that 4343314 NOVA SCOTIA LIMITED, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

  
A Commissioner of the Supreme Court  
of Nova Scotia

**ALEXIS J. MUSCAT**  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 17 day of Sep, A.D., 2024, before me, the subscriber personally came and appeared B. St. John and Leslie Neate the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Iain MacLean, Municipal Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

  
A Commissioner of the Supreme Court  
of Nova Scotia

**JAMIE D'ANGELO**  
A Commissioner of the  
Supreme Court of Nova Scotia



## SCHEDULE A

PID 40074544

All that certain lot, piece of parcel of land situate, lying and being on the northern side of Herring Cove Road, Herring Cove, County of Halifax, Province of Nova Scotia and being shown as Parcel MD-X on a plan of survey showing Parcels M-A, M-B, & M-D, and Lot M-C, a subdivision of Block M, lands of Errol Ross Pierce and Marilyn Claire Pierce, also showing above Parcel M-B as an addition to Lot 1, lands of Kevin Murray Martin and Joanne Marie Martin, to form Lot 1MB, also showing above Parcel M-D as an addition to Lot X, lands of Gunder Heggelin and Marjorie Heggelin, to form Parcel MD-X, dated the 18th day of December, 1985, prepared by Frank Longstaff, N.S.L.S., approved by Municipality of the County of Halifax on the 10th day of January, 1986, recorded at the Registry of Deeds for Halifax County in drawer 258 as plan 22714 and being more particularly described as follows;

Beginning at the intersection of the northern boundary of Herring Cove Road with the eastern boundary of lands of Stephen Albert Jennex;

Thence along the eastern boundary of lands of Stephen Albert Jennex on a bearing of north 37 degrees, 17 minutes, 49 seconds east for a distance of 47.155 metres to the northeastern corner thereof;

Thence along the northern boundary of lands of Stephen Albert Jennex and the northern boundary of lands of The Director the Veterans Land Act on a bearing of north 52 degrees, 32 minutes, 19 seconds west for a distance of 60.960 metres to the southeastern corner of Lot H;

Thence along the eastern boundary of Lot H on a bearing of north 37 degrees, 27 minutes, 51 seconds east for a distance of 22.402 metres to the northeastern corner thereof;

Thence along the northern boundary of Lot H on a bearing of north 38 degrees, 41 minutes, 09 seconds west for a distance of 15.022 metres to the eastern boundary of Parcel M-A;

Thence along the eastern boundary of Parcel M-A on a bearing of north 37 degrees, 17 minutes, 49 seconds east for a distance of 194.448 metres to an angle therein;

Thence continuing along the eastern boundary of Parcel M-A on a bearing of north 40 degrees, 47 minutes, 40 seconds west for a distance of 94.488 metres to an angle therein;

Thence continuing along the eastern boundary of Parcel M-A on a bearing of north 37 degrees, 17 minutes, 49 seconds east for a distance of 51.800 metres to the southern boundary of Crown Lands;

Thence along the southern boundary of Crown Lands on a bearing of south 52 degrees, 30 minutes, 40 seconds east for a distance of 206.755 metres to the western boundary of lands of Gunder and Marjorie Heggelin;

Thence along the western boundary of Gunder and Marjorie Heggelin on a bearing of south 37 degrees, 17 minutes, 49 seconds west for a distance of 340.567 metres to the northern boundary of Herring Cove Road;

Thence along the northern boundary of Herring Cove Road on a bearing of north 49 degrees, 32 minutes, 34 seconds west for a distance of 38.889 metres to the point of beginning;

Containing an area of 40,502.2 square metres more or less;

Bearings are grid referred to the line between N.S.C.M. 203 and N.S.C.M. 5022, having a bearing of north 55 degrees, 27 minutes, 38 seconds west and based on the 3 degree M.T.M. projection, central meridian 64 degrees, 30 minutes west longitude (1979 adjustment).

Saving and Excepting Parcel MD-X as shown on registered Plan No. 124228686 Recorded in the Land Registration office for Halifax County.

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

Compliance:

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

Registration District: HALIFAX COUNTY

Registration Year: 2024

Plan or Document Number: 124228686

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan.



PID 40074551

ALL that certain lot, piece or parcel of land situate, lying and being in the District of Herring Cove, in the County of Halifax, and Province of Nova Scotia and being a portion of the lands granted by the Crown unto Percy Patrick Smith the 8th day of September, 1939, the said land hereby under conveyance being more particularly bounded and described as follows:

BEGINNING on the eastern boundary of the Herring Cove Road so-called at the northwest angle of the sale lands granted to Percy Patrick Smith;

THENCE North Sixty-one degrees Thirty minutes East by magnet in 1947 along the boundary of land granted to W. Thomas and the prolongation thereof, 1320 feet to a stake at the northeastern angle of the said Smith grant;

THENCE South Twenty degrees Thirty minutes east by the magnet in 1947 along the boundary of the said Smith grant 50 feet more or less to the northeastern angle of land transferred from May M. Smith to John Henry Keeping by Deed dated October 2, 1945 and recorded at the Registry of Deeds, Halifax, in Book 901, at Page 769;

THENCE South Sixty-one degrees Thirty minutes west by magnet in 1947 along the boundary of the said Keeping property 1320 feet more or less to the eastern boundary of the said Herring Cove Road;

THENCE Northwardly along the said road boundary 50 feet to the place of beginning, said land containing in all 1 5/10 acres.

Saving and Excepting Parcel A as shown on registered Plan No. 121982517 recorded in the Land Registration Office for Halifax County.

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

Compliance:

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

Registration District: HALIFAX COUNTY

Registration Year: 2023

Plan or Document Number: 121982517

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan.

PID 40075087

ALL that certain lot, piece or parcel of land situate, lying and being in the District of Herring Cove in the County of Halifax and Province of Nova Scotia and being a portion of lands granted by the Crown unto Percy Patrick Smith, the eighth day of September, in the year one thousand nine hundred and thirty-nine, the said land hereby under conveyance being more particularly bounded and described as follows, viz:

BEGINNING on the eastern margin of the Public Highway leading from Ketch Harbour to Halifax and commonly known as the Herring Cove Road, at that point thereon distant fifty feet measured southwardly thereon from the intersection therewith of the northwestern boundary line of the said lands granted by the Crown unto Percy Patrick Smith;

THENCE to run north sixty-one degrees and thirty minutes east parallel with the said northwestern boundary line of the last named lands one thousand three hundred and twenty feet, more or less, unto the rear or northeastern boundary line thereof;

THENCE to run south twenty degrees and thirty minutes east by the rear or northeastern boundary line of lands granted by the Crown unto Percy Patrick Smith, one hundred and fifty-five feet;

THENCE to run south sixty-one degrees and thirty minutes west parallel with the first described boundary line one thousand three hundred and twenty feet, more or less, unto the first hereinbefore mentioned eastern margin of the Herring Cove Road;

THENCE to run northwardly by the said eastern margin of the Herring Cove Road one hundred and fifty-five feet, more or less, unto the point of beginning, containing four acres and seven tenth parts one acre;

SAVING AND EXCEPTING out of the first hereinbefore described lot a lot of land being fifty (50) feet on the Herring Cove Road by one hundred (100) feet in depth out of the northwestern corner of the lot above described, the said lot hereby excepted having been conveyed by deed from John Henry Keeping and wife to Harold Burchell Brimcombe recorded in the Registry of Deeds at Halifax, N.S., in Book 1040, page 837.

Saving and Excepting Parcel B as shown on Registered Plan No. 121982517 recorded in the Land Registration Office for Halifax County.

Saving and Excepting Parcel W as shown on Registered Plan No. 124228686 recorded in the Land Registration office for Halifax County.



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

Compliance:

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

Registration District: HALIFAX COUNTY

Registration Year: 2024

Plan or Document Number: 124228686

# Schedule B

1277 JOHN BRACKETT DRIVE  
PID 40801023

LANDS OF

NS DEPARTMENT OF NATURAL RESOURCES

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF NOVA SCOTIA

EX. WETLAND TO REMAIN

APPROXIMATE LIMIT OF  
STORMWATER POND

PROPERTY BOUNDARY

PARKLAND  
AREA: 4608 m<sup>2</sup>

30.1 m FRONTAGE ALONG ROW

PROP. RETAINED  
VEGETATION AREA (TYP.)

## NOTES:

TOTAL DEVELOPMENT AREA = 56,998 m<sup>2</sup>  
VEGETATION RETENTION AREA = 13,846 m<sup>2</sup>  
% VEGETATION RETENTION = 24.3%

LOT YIELD = 37 LOTS

TOTAL LOT AREA REDUCTION COMPARED  
TO AS-OF-RIGHT: 6,875 m<sup>2</sup>  
TOTAL PROVIDED COMMON OPEN SPACE =  
6,886 m<sup>2</sup>

COMMUNITY PARKLAND AREA = 4,546 m<sup>2</sup>  
PARKLAND % OF TOTAL LOT AREA (EXCL.  
R-O-W, STORM POND LOT) = 10.0%

NON-DISTURBANCE AREAS AS FOLLOWS:

A1 = 1,761 m<sup>2</sup>

A2 = 892 m<sup>2</sup>

A3 = 1,881 m<sup>2</sup>

A4 = 369

A5 = 422 m<sup>2</sup>

A6 (EXCL. COMMON OPEN SPACE) = 8,522  
m<sup>2</sup>

TOTAL = 13,846 m<sup>2</sup>

HERRING COVE ROAD  
PID 40000382  
LANDS OF  
STEVEN DOUGLAS VOGT

18.3 m FRONTAGE  
ALONG CURVE AT ROW

PROPERTY  
BOUNDARY

870 HERRING  
COVE ROAD  
HOUSE TO BE  
RETAINED ON  
MIN. 1 ACRE LOT

872 HERRING COVE  
ROAD  
PID 41516204  
LANDS OF  
EDGAR DONALD  
WILCOTT & BEVERLEY  
ANN WILCOTT

EX. WETLAND TO REMAIN



1:1500

# DESIGNPOINT

engineering • surveying • solutions