

**Form 24****Purpose: to change the registered interest, benefits or burdens****(Instrument code: 450)**

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

**(Instrument code: 451)**

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

For Office Use

Registration district: Halifax  
 Submitter's user number: 5776  
 Submitter's name: Emad Al-Sharief

In the matter of Parcel Identification Number (PID)

41077785	
41077793	

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

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

108211245 - LR ☒ ROD ☐  
 Document #  
**DEC 04 2015**  
 TIME 11:56 AM  
 Time

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.

**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

- X 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 (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <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 (if applicable)</b>	P.O. Box 1749, Halifax, Nova Scotia B3J 3A5
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	
<b>Reason for removal of interest (for use only when interest is being removed by operation of law)</b> <i>Instrument code: 443</i>	N/A

**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 October 19, 2015  
 Original Signed

\_\_\_\_\_  
*of authorized lawyer*

**Name:** Emad Al-Sharief

**Address:** 1100-1645 Granville Street, Halifax

**Phone:** 902-425-6000

**E-mail:** ealsharief@bloisnickerson.com

**Fax:** 902-429-7343.

- ☐ 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 26<sup>th</sup> day of November, 2015,

BETWEEN:

**TRI-ARM HOLDINGS LTD.**

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

Approved as to Form  
and Authority  
Original Signed



- and -

OF THE FIRST PART

**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 Walker Avenue and Old Sackville Road, Sackville, 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 a residential/commercial mixed use building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy DB-2(a) of the Sackville Drive Secondary Planning Strategy;

AND WHEREAS the North West Community Council for the Municipality, approved this request at a meeting held on September 21, 2015, referenced as Municipal Case Number 19060;

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**

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**

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Sackville Drive and the Regional Subdivision By-law, as may be amended from time to time.

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

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation

of the Provincial 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 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**

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**

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

### **PART 2: DEFINITIONS**

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

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Regional 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**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19060:

Schedule A	Legal Description of the Land(s)
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Building Elevation A
Schedule E	Building Elevation B
Schedule F	Building Elevation C
Schedule G	Building Elevation D
Schedule H	Building Elevations E1 and E2
Schedule I	Building Elevations F1 and F2

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

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

- (a) A Landscaping Plan in accordance with Section 3.8 of this Agreement;
- (b) A Lighting Plan in accordance with Section 3.7 of this Agreement;
- (c) Approval of Lot Consolidation of PIDs 41077785 and 41077793. This Plan of Survey shall comply with Section 3.5 of this Agreement; and
- (d) A Site Grading Plan prepared by a Professional Engineer and acceptable to the Development Engineer in Accordance with Section 5.1 of this Agreement.

3.2.2 At the time of issuance of any Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in Section 3.7 of this Agreement; and
- (b) Written confirmation from a Landscape Architect (a full member of the Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in Section 3.8 of this Agreement. The Development Officer may request further information in the Landscape Plan if it is found not satisfactory.

3.2.3 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 as generally illustrated on the Schedules, being the following:
- (a) A mixed-use building, shown as Building A on Schedules B and C, with a maximum of 68 dwelling units, not exceeding a height of 4 storeys and having 5000 square feet of ground floor commercial retail and service and personal service use;
  - (b) A mixed-use building, shown as Building B on Schedules B and C, with a maximum of 56 dwelling units, not exceeding a height of 4 storeys and having 5000 square feet of ground floor commercial retail and service and personal service use; and
  - (c) A basement level parking garage.
- 3.3.2 The Developer shall be permitted to vary the total number of units in the buildings by 10 percent.
- 3.3.3 Unless otherwise stated in this Agreement, development of the Lands shall conform to the applicable provisions of the Sackville Drive Land Use By-law as amended from time to time.

### **3.4 Siting and Architectural Requirements**

- 3.4.1 The buildings shall be located and oriented as generally illustrated on Schedules B and C inclusive of this Agreement.
- 3.4.2 The Developer agrees that the design, form, and exterior materials of the buildings shall, in the opinion of the Development Officer, conform to the Buildings A and B Elevations included with this Agreement as Schedules D through I.
- 3.4.3 All façades facing onto Walker Avenue and Old Sackville Road shall be designed and detailed as primary façades. Further, detailed architectural treatment shall be continued around all sides of the buildings as identified on the Schedules.
- 3.4.4 Any exposed foundation in excess of two (2) feet in height and a minimum of ten (10) square feet in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer. Larger areas of exposed foundation shall be given design consideration in the Landscape Plan as per Section 3.8 of this Agreement.
- 3.4.5 All vents, down spouts, flashing, electrical conduits, metres, service connections and other functional elements shall be treated as integral parts of the building design. Where appropriate these elements shall match the colour of the adjacent surface, except where used expressly as an accent.
- 3.4.6 The buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Old Sackville Road, Walker Avenue, Halifax Transit property or adjacent residential properties. Furthermore, mechanical equipment or exhaust fans shall be surrounded by opaque screening as an integral part of the building design. This shall exclude individual residential mechanical systems.

3.4.7 Storefronts on the ground floor of Buildings A and B shall be visually unified through the use of complementary forms, materials and colours. Awnings and similar devices shall be permitted to provide shelter, shade and encourage pedestrian movement.

3.4.8 Refuse containers for five (5) stream waste sorting shall be located inside the buildings and shall be fully screened from adjacent streets by means of opaque fencing or masonry walls with view obstructing landscaping.

### **3.5 Subdivision of the Lands**

3.5.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law and subdivision approval shall be granted subject to and in accordance with the following conditions:

- (a) The lots shall meet the frontage and lot area requirements of the Regional Subdivision By-law;
- (b) Subdivision shall be limited to two (2) lots; and
- (c) Parkland dedication or cash-in-lieu shall be required.

3.5.2 The Municipality shall not issue a Development Permit for the Building unless the Developer has received design approval for installation of primary and secondary services as well as a Services Agreement with Halifax Water.

### **3.6 Parking, Circulation and Access**

3.6.1 Surface parking areas shall be sited as generally shown on the Schedules. All parking required for the multiple-unit building shall be provided underground and within the internal courtyard.

3.6.2 The underground parking area shall provide a minimum of 110 underground spaces.

3.6.3 The surface parking area within the internal courtyard shall provide a minimum of 90 spaces. Surface parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and shall be surrounded by concrete curbing.

### **3.7 Outdoor Lighting**

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

3.7.2 Further to Subsection 3.7.1, prior to the issuance of a Development Permit, a qualified professional shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- (a) The location, on the building and on the premises, of each lighting device; and
- (b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.

3.7.3 The information used to satisfy the requirements of this section may be included on the site plan or building elevations provided that the Development Officer is satisfied of compliance with this Agreement.

### **3.8 Landscaping**

- 3.8.1 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan which complies with the provisions of this section and the Urban Forest Master Plan and generally conforms with the overall intentions of the preliminary landscape features shown on Schedule C. The Landscaping Plan shall be prepared by a Landscape Architect (a full member of the Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.8.2 Buildings shall not be occupied until the Developer submits to the Development Officer a letter, prepared by a member of the Canadian Society of Landscape Architects, certifying that all landscape design has been completed in accordance with this Agreement.
- 3.8.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications in the opinion of the Landscape Architect that prepares the Plan required pursuant to subsection 3.8.1..
- 3.8.4 All portions of the Lands not used for structures, parking areas, driveways, curbing, or walkways shall be landscaped except for areas where natural vegetative cover is maintained. Landscaping shall be deemed to include grass, mulch, decorative stone or water features, planting beds, trees, bushes, shrubs or other plant material or decorative element deemed acceptable by the Development Officer.
- 3.8.5 The Landscape Plan shall include the location, spacing and species of any vegetation. The Developer shall maintain all landscaping, shrubs, plants, flower beds and trees and shall replace any damaged, dead or removed stock.
- 3.8.6 Specifications for all constructed landscaping elements such as fencing, retaining walls, pergolas, five (5) stream waste disposal facilities, benches, and lighting shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement.
- 3.8.7 The Landscape Plan shall provide details of all ground level open spaces, sidewalks, medians and courtyards as shown on the attached Schedules. The Plan shall specify all model numbers, quantities and manufacturers of site furnishings as well as construction details of landscaping features.
- 3.8.8 Retaining walls shall be permitted on private property only, unless otherwise approved by the Development Engineer, and any retaining wall shall be constructed of a decorative precast concrete or modular stone retaining wall system or an acceptable equivalent in the opinion of the Development Officer.
- 3.8.9 Details of any retaining wall systems that exceed a height of three (3) feet shall be identified, including the height and type of any fencing proposed in conjunction with it. A construction detail of any wall and fence combination shall be provided and certified by a Professional Engineer.
- 3.8.10 The Landscape Plan shall provide a detailed specific design to mitigate the visual impact of the underground parking entrance accessed at Walker Avenue. Any design response shall not interfere with stopping sight distances.



3.8.11 Planting materials shall be carefully selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, or rooftop and sea exposure conditions.

**3.8.12 Private Landscaped Area:**

- (a) The Developer shall locate and construct a private landscaped area within the internal courtyard as generally illustrated on Schedules B and C;
- (b) The landscaping and design for the private landscaped area shall conform to the requirements of Section 3.8 of this Agreement and shall be included on the Site Grading Plan required pursuant to section 5.1.; and
- (c) The design of the private landscaped area shall provide a safe physical connection to the Entry Plaza identified on Schedules B and C as well as a strong visual connection. The private landscaped area shall not measure less than 80 feet at any side to side dimension.

3.8.13 Notwithstanding section 3.8.2, where the weather and the time of year do not allow the completion of outstanding landscape works at the time of issuance of the Occupancy Permits for the 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 is to be prepared by a member of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

**3.9 Maintenance**

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

**3.10 Signs**

3.10.1 Signage shall conform to the following requirements:

- (a) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
- (b) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands;
- (c) Minor directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes are permitted on the Lands;

- (d) A maximum of three (3) permanent ground signs shall be permitted on the Lands to denote the development name. The location of such sign shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 6 (six) feet and the face area of any sign shall not exceed 50 square feet. 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 external fixtures.
- (e) Commercial signage for the businesses located on the Lands shall comply with the commercial sign provisions of the Sackville Drive Land Use By-law.

3.10.2 Temporary signs under the Temporary Sign By-law are not permitted.

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

### **4.1 General Provisions**

All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems 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**

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 Other Approvals**

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 sanitary sewer system, water supply system, stormwater, sewer and drainage systems, streets, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-laws.

### **4.4 Municipal Water Distribution, Sanitary Sewer and Storm Sewer Systems**

The Municipal water distribution, sanitary sewer and storm sewer systems shall conform with Halifax Water's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

### **4.5 Solid Waste Facilities**

- 4.5.1 Refuse containers and waste compactors shall be screened from public view by means of opaque fencing or masonry walls with view obstructing landscaping.

#### **4.6 Private Infrastructure**

All private services and infrastructure located on the Lands, including but not limited to the private circulation driveway(s), laterals for water and sewer, and any private stormwater pipes or collection systems, shall be owned, operated and maintained by the Developer. Furthermore, the Municipality shall not assume ownership of any of the private infrastructure or service systems constructed on the Lands.

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

#### **5.1 Site Grading Plan and Stormwater Management**

No Development Permit shall be issued unless a Site Grading Plan, prepared by a qualified Professional Engineer in accordance with the Municipal Design Guidelines, is submitted to the Municipality. The plan(s) shall identify stormwater management measures to minimize any adverse impacts on adjacent lands or stormwater drainage systems during and after construction.

#### **5.2 Erosion and Sedimentation Control Plan**

Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

#### **5.3 Erosion Control**

No building shall be occupied unless a Professional Engineer certifies that the entire lot is stabilized in accordance with all applicable standards and regulations of the Province of Nova Scotia and with the terms of this Agreement. Any temporary stabilization of the Lands shall be replaced with final landscaping within six (6) months of the issuance of the Occupancy Permit. If final landscaping cannot be completed due to seasonal conditions then the owner of the Lands shall be responsible for ensuring that any temporary stabilization materials are replaced and/or maintained on an as-required basis to ensure that exposed soil is adequately stabilized at all times.

#### **5.4 Stormwater Management System**

The Developer agrees to construct, at its own expense, the Stormwater Management System associated with the proposed development. The Developer shall provide certification from a Professional Engineer that the system has been constructed in accordance with the approved design. 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.

## **5.5 Failure to Conform to Plans**

If the Developer fails at any time during any site work or construction to fully conform to the requirements set out under Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Officer, in consultation with the Development Engineer, to ensure compliance with the environmental protection plans.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

- (a) Changes to the location and layout of uses and buildings as illustrated on Schedule B;
- (b) Changes to the groundfloor commercial square footage for Buildings A and B to allow up to 100 percent residential dwelling units;
- (c) Changes to the architectural design of the building which, in the opinion of the Development Officer, do not conform with the Schedules D to I;
- (d) Changes to the location of the access to the proposed basement level underground parking as illustrated on Schedules B, C and I;
- (e) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

### **6.2 Substantive Amendments**

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

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

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

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

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

### **7.3 Commencement of Development and Extension of Commencement Date**

- 7.3.1 In the event that construction has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed basement level underground parking for one of the mixed use buildings.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least 60 calendar days prior to the expiry of the commencement of development time period.

### **7.4 Completion of Development and Discharge of Agreement**

- 7.4.1 If the Developer fails to complete the development after eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement.
- 7.4.2 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Secondary Planning Strategy and Land Use By-law for Sackville Drive, as may be amended from time to time.

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located

on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

## 8.2 Failure to Comply

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

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

Original Signed

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:  
Original Signed

Witness

*Adam McLean*

=====

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

Original Signed

Witness

Original Signed

Witness

**TRI-ARM HOLDINGS LTD**

Original Signed

Per:

*Timothy Peter, Director*  
Original Signed

Per:

Original Signed

Per:

Print name: *Sime Armejian*

Position: *Director*

=====

**HALIFAX REGIONAL MUNICIPALITY**

Original Signed

Original Signed

mayor

Original Signed

Municipal Clerk

On this 17 day of November, A.D., 2015, before me, the subscriber personally came and appeared Original Signed a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that **TRI-ARM HOLDINGS LTD**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Nova Scotia  
Stephen McNeil

On this 27<sup>th</sup> day of November, A.D., 2015, before me, the subscriber personally came and appeared Original Signed the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

**LIAM MACSWEEN**  
A Commissioner of the  
Supreme Court of Nova Scotia



## **SCHEDULE A – Legal Land Description**

**PID 41077785**

Registration County: HALIFAX COUNTY

Street/Place Name: Walker Avenue / Lower Sackville

Title of Plan: Plan of Survey of Lots SAM-1AR2A & SAM-1AR2B Subdivision of Lot SAM-1AR2 Lands Conveyed to 3026255 Nova Scotia Limited.

Designation on Plan: Lot SAM-1AR2A

Registration Number of Plan: 35184

Registration Date of Plan: 2002-06-20

Together with rights with respect to a Service Easement identified as SE-1 affecting the adjoining Lot SAM-1AR2B for the purpose of laying down and constructing drains, pipes for water, sanitary and storm sewer pipes, in, under and upon said easement and of keeping and maintaining the same at all times in good condition and repair, and for the passage of any motor vehicle, machinery, equipment or materials owned by the owner or owners of Lot SAM-1AR2A or by an independent contractor working for the owner or owners of said Lot SAM-1AR2A and for every such purpose by agents, servants, employees and workmen providing that upon completion of any excavation necessary for such work the owner or owners of Lot SAM-1AR2A shall with all reasonable dispatch restore the land as nearly as possible to its previous condition; said Easement SE-1 containing an area of 3,102 square feet and being mathematically delineated on the above referred to Plan.

Together also with rights with respect to a Service Easement identified as SE-2 affecting the adjoining lot SAM-1AR2B for the purpose of laying down and constructing electrical and communication lines, in, under and upon said easement and of keeping and maintaining the same at all times in good condition and repair, and for the passage of any motor vehicle, machinery, equipment or materials owned by the owner or owners of Lot SAM-1AR2A or by an independent contractor working for the owner or owners of said Lot SAM-1AR2A and for every such purpose by its agents, servants, employees and workmen providing that upon completion of any excavation necessary for such work the owner or owners of Lot SAM-1AR2A shall with all reasonable dispatch restore the land as nearly as possible to its previous condition; said Easement SE-2 containing an area of 3,105 square feet and being mathematically delineated on the above referred to Plan.

\*\*\* 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: 2002

Plan or Document Number: 35184

## **SCHEDULE A – Legal Land Description (cont'd)**

**PID 41077793**

Registration County: HALIFAX COUNTY

Street/Place Name: Walker Avenue & Old Sackville Road / Lower Sackville

Title of Plan: Plan of Survey of Lots SAM-1AR2A & SAM-1AR2B Subdivision of Lot SAM-1AR2 Lands Conveyed to 3026255 Nova Scotia Limited.

Designation on Plan: Lot SAM-1AR2B

Registration Number of Plan: 35184

Registration Date of Plan: 2002-06-20

Subject to rights in favour of the owner or owners, their heirs, successors, or assigns of the adjoining Lot SAM-1AR2A with respect to a Service Easement identified as SE-1 for the purpose of laying down and constructing drains, pipes for water, sanitary and storm sewer pipes, in, under and upon said easement and of keeping and maintaining the same at all times in good condition and repair, and for the passage of any motor vehicle, machinery, equipment or materials owned by the owner or owners of Lot SAM-1AR2A or by an independent contractor working for the owner or owners of said Lot SAM-1AR2A and for every such purpose by agents, servants, employees and workmen providing that upon completion of any excavation necessary for such work the owner or owners of Lot SAM-1AR2A shall with all reasonable dispatch restore the land as nearly as possible to its previous condition; said Easement SE-1 containing an area of 3.102 square feet and being mathematically delineated on the above referred to Plan.

Subject also to rights with respect to a Service Easement identified as SE-2 in favour of the owner or owners, their heirs, successors or assigns of the adjoining Lot SAM-1AR2A for the purpose of laying down and constructing electrical and communication lines, in, under and upon said easement and of keeping and maintaining the same at all times in good condition and repair, and for the passage of any motor vehicle, machinery, equipment or materials owned by the owner or owners of Lot SAM-1AR2A or by an independent contractor working for the owner or owners of said Lot SAM-1AR2A and for every such purpose by agents, servants, employees and workmen providing that upon completion of any excavation necessary for such work the owner or owners of Lot SAM-1AR2A shall with all reasonable dispatch restore the land as nearly as possible to its previous condition; said Easement SE-2 containing an area of 3,105 square feet and being mathematically delineated on the above referred to Plan.

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

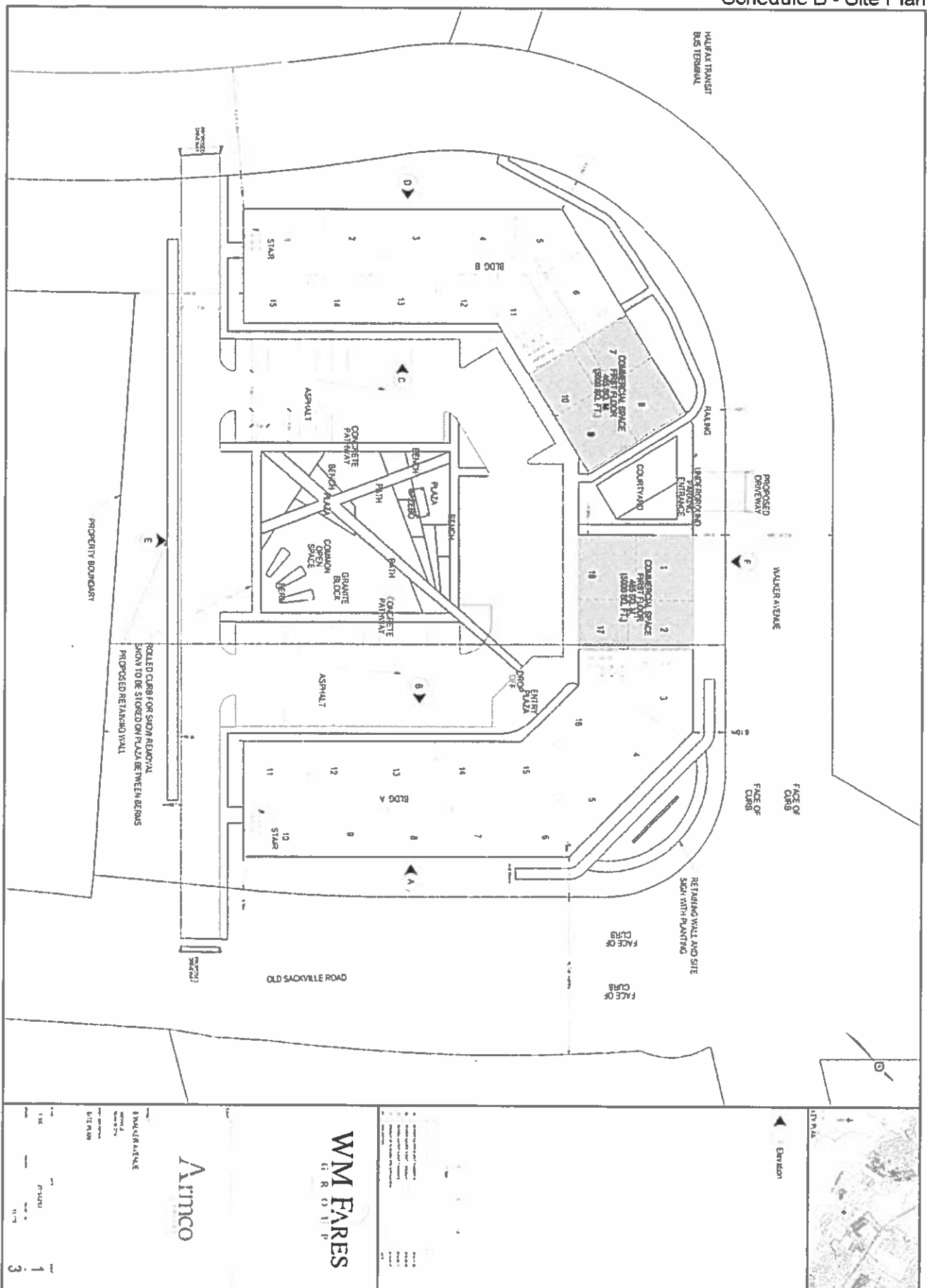
Compliance:

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

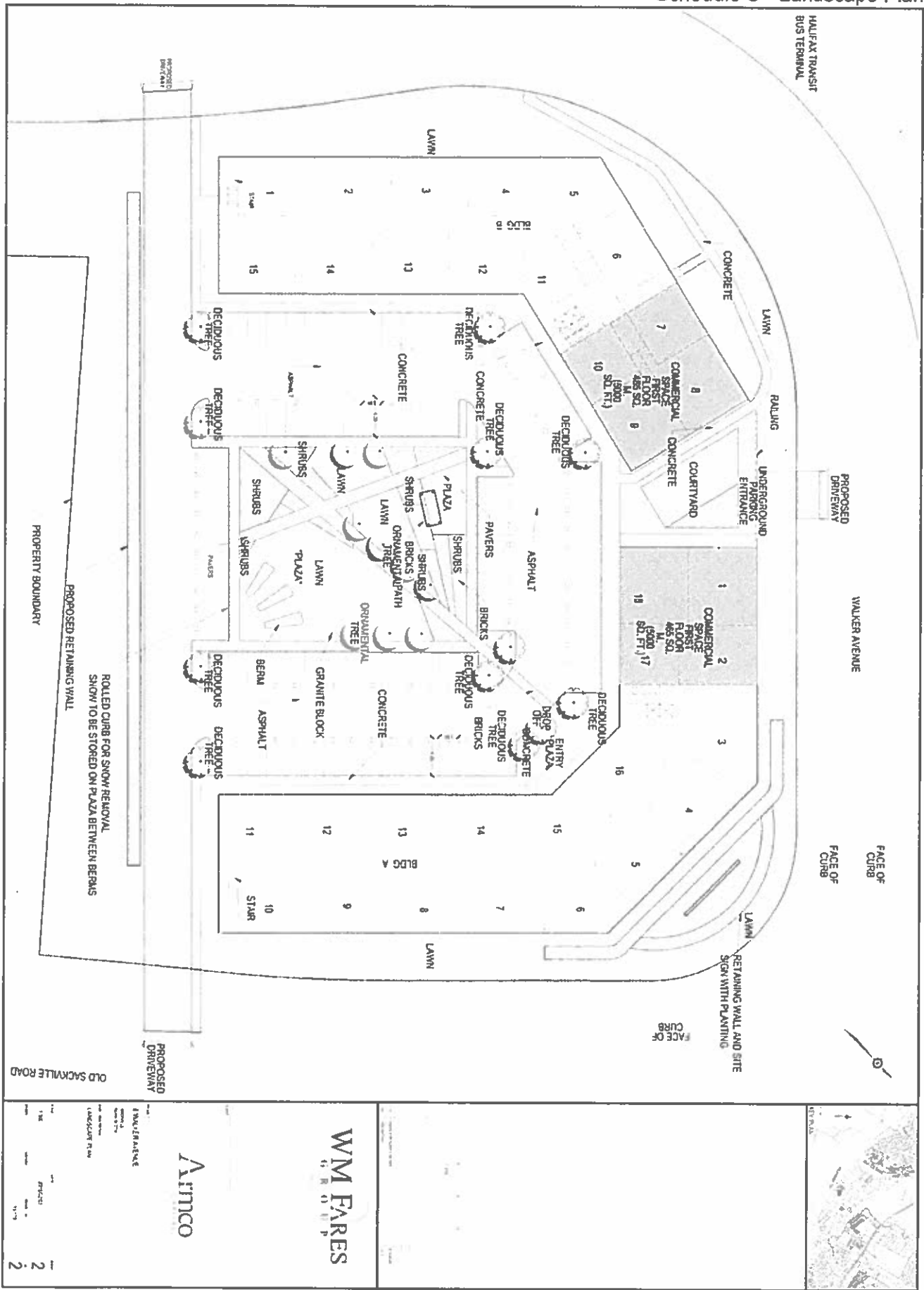
Registration District: HALIFAX COUNTY

Registration Year: 2002

Plan or Document Number: 35184



Schedule C - Landscape Plan

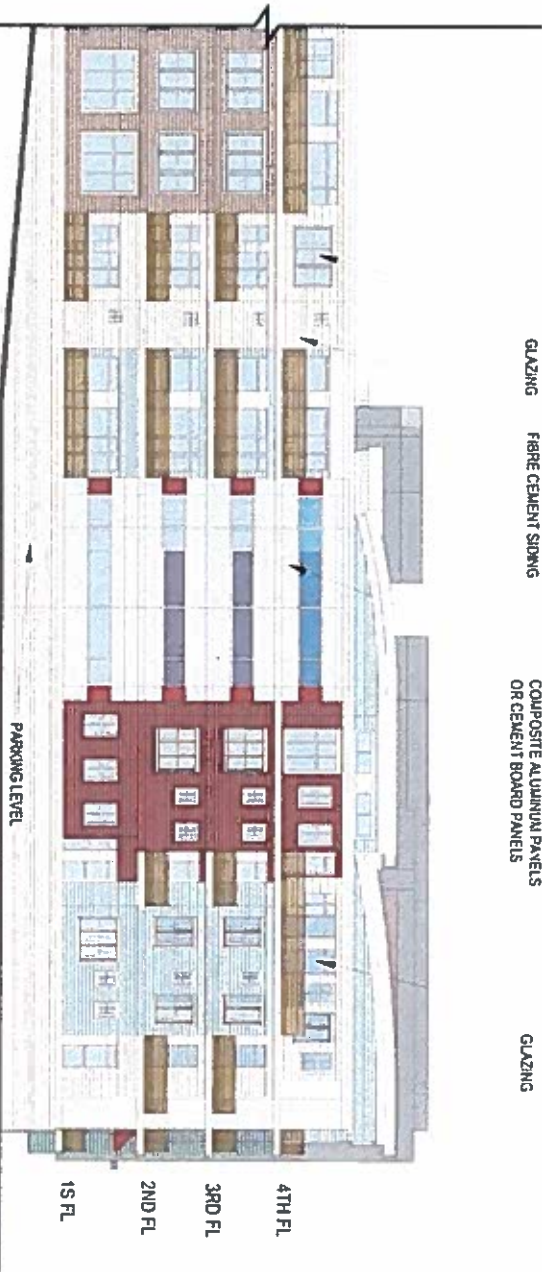


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ELEVATION A

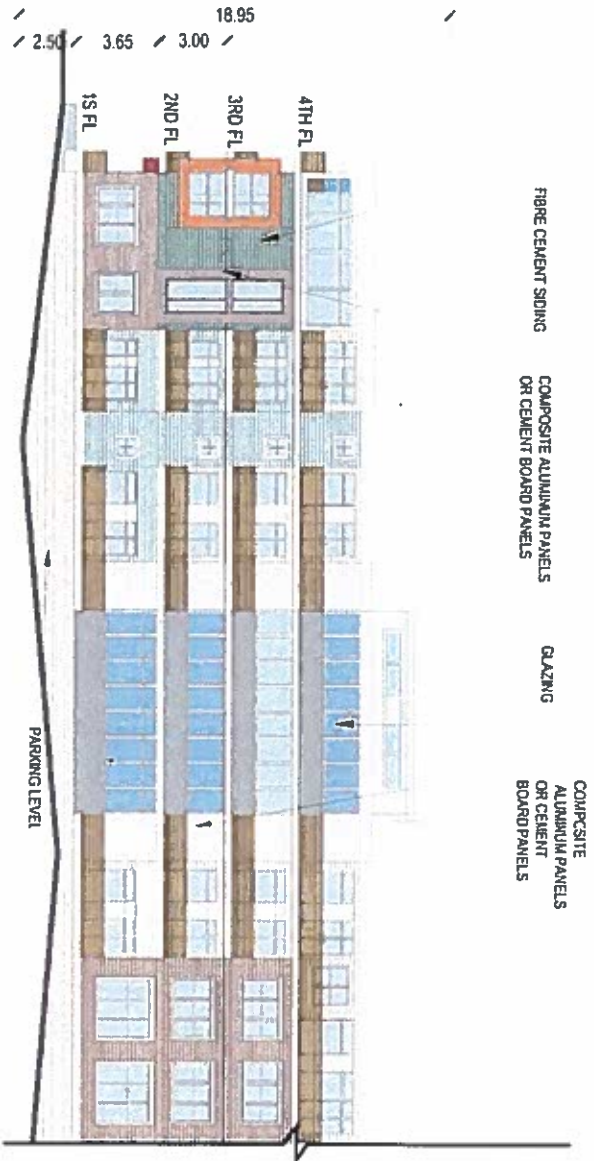


PARKING LEVEL

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2nd FL  
3rd FL  
4th FL

18.95  
3.00  
3.65  
2.50

BASEMENT FL

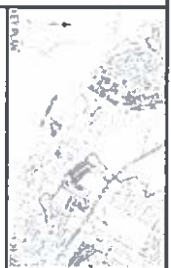


PARKING LEVEL

18.95  
3.00  
3.65  
2.50

1st FL  
2nd FL  
3rd FL  
4th FL

FIBRE CEMENT SIDING  
COMPOSITE ALUMINUM PANELS  
OR CEMENT BOARD PANELS  
GLAZING  
COMPOSITE ALUMINUM PANELS  
OR CEMENT BOARD PANELS



WM FARES  
GROUP

Armo



ELEVATION B

\\HOMER\ACTIVE PROJECTS\Wm Fares\Wm Fares\Working Drawings\Building A-B Elevations.dwg, 2014-12-08 5:09:11 PM, DWG TO PDF, P33



- 1. Review the site plan and location.
- 2. Review the building footprint and location.
- 3. Review the building footprint and location.
- 4. Review the building footprint and location.

WM FARES GROUP

Armco

1. Review the site plan and location.- 2. Review the building footprint and location.
- 3. Review the building footprint and location.
- 4. Review the building footprint and location.



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2.50 3.65 3.00



FIBRE CEMENT SIDING  
GLAZING



2.50 3.65 3.00 18.95

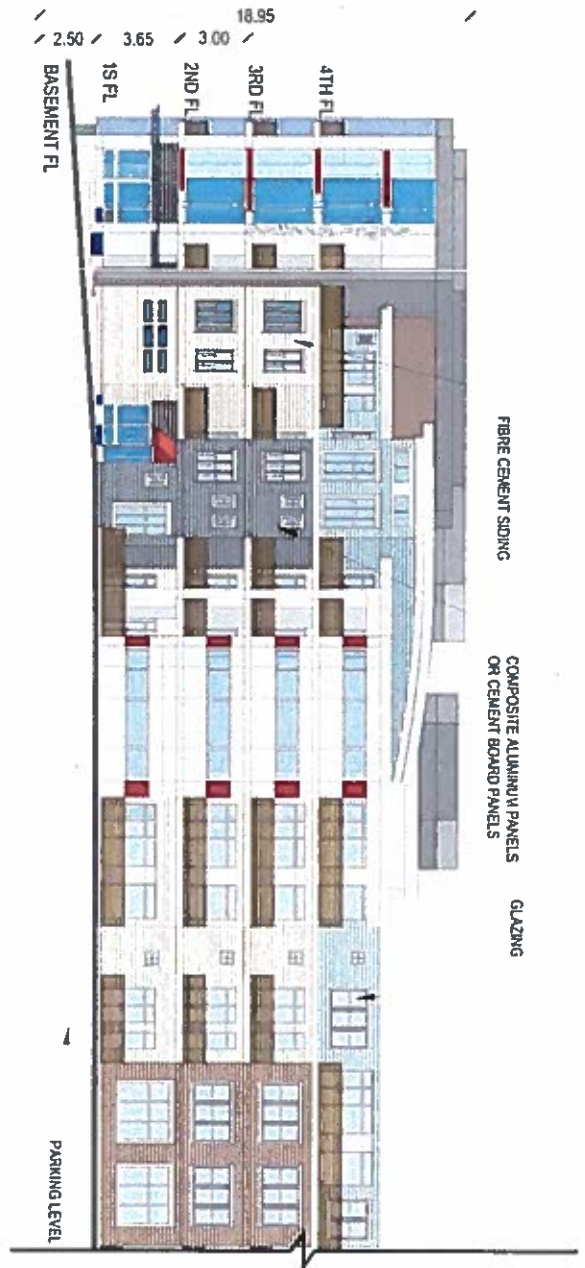


- 1. General Notes
- 2. Materials
- 3. Finishes
- 4. Details
- 5. Schedule
- 6. Appendix
- 7. Index

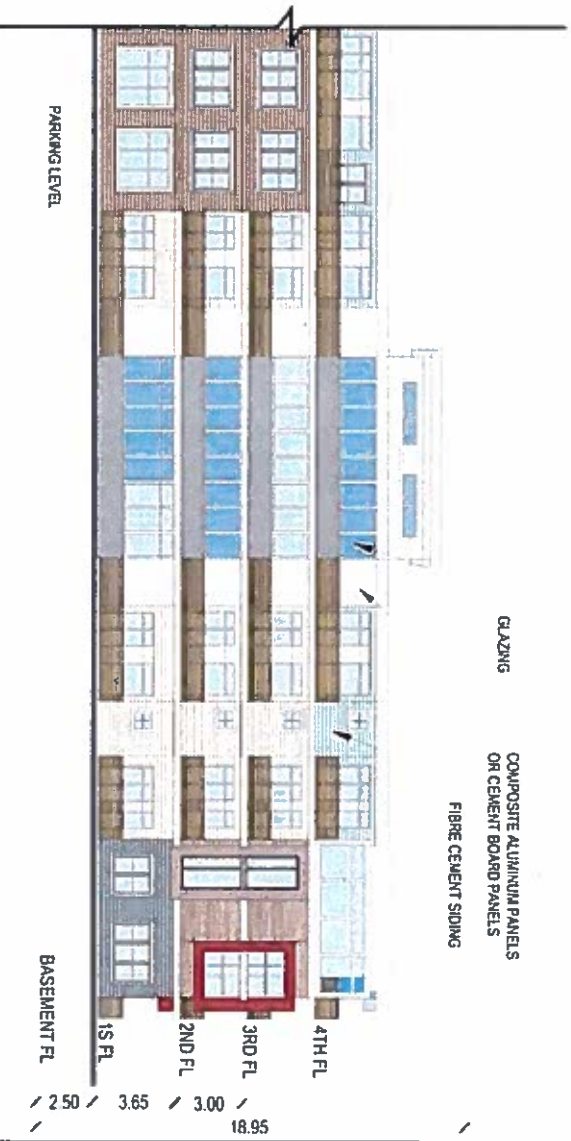
WM  
FARES

Arinco

1. Project Name  
2. Project Address  
3. Project Location  
4. Project Date  
5. Project Status



ELEVATION D



WM FARES  
CORPORATION

Atmco



# Schedule H - Building Elevations E1 and E2



ELEVATION E1

FIBRE CEMENT SIDING

GLAZING

COMPOSITE ALUMINUM PANELS  
OR CEMENT BOARD PANELS

GLAZING

GLAZING

FIBRE CEMENT SIDING

GLAZING

ELEVATION E2

PARKING LEVEL

BASEMENT FL

1S FL  
2ND FL  
3RD FL  
4TH FL

2.50 / 3.65 / 3.00 / 18.95



WM FARES

Armco

3E  
3

Schedule I - Building Elevations F1 and F2



ELEVATION F1



ELEVATION F2

**WM FARES**

Architect

1188

3F

**Almco**

1188

3F

**TRI-ARM HOLDINGS LTD**

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

**OF THE FIRST PART**

- and -

**HALIFAX REGIONAL MUNICIPALITY,**

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

**OF THE SECOND PART**

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**DEVELOPMENT AGREEMENT**

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Original Signed

MAINTAINED (LI  
SCANNED  
QC