

THIS AGREEMENT made this day of , 20 ,

BETWEEN:

TWIN LAKES DEVELOPMENT LIMITED,

a body corporate, in the Province of Nova Scotia

OF THE FIRST PART

-and-

ASSOCIATION OF NOVA SCOTIA LAND SURVEYORS,

a body corporate, in the Province of Nova Scotia

OF THE SECOND PART

-and-

ROBERT YUILLE,

carrying on business as R&R Real Estate,

of Dartmouth, Nova Scotia

(hereinafter collectively called the "Developers")

OF THE THIRD PART

-and-

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate, in the Province of Nova Scotia

(hereinafter called the "Municipality")

OF THE FOURTH PART

WHEREAS Twin Lakes Development Limited is the registered owner of certain lands located at 3 Bartlin Road, Dartmouth, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Original Lands");

AND WHEREAS the Harbour East Community Council approved an application on July 6, 2006 referenced as case number 00784 to enter into a Development Agreement to allow for a multiple unit residential building on the Original Lands, which said development agreement was registered at the Land Registration Office in Halifax on April 23, 2013 as Document Number 102868529 (hereinafter called the "Original Agreement");

AND WHEREAS the Harbour East - Marine Drive Community Council approved an application on July 5, 2018, referenced as case number 21546 to enter into the First Amending Development Agreement for a two (2) year time extension to the date of commencement of construction, which said First Amending Development Agreement was registered at the Land Registration Office in Halifax on November 1, 2018 as Document Number 113512868 (herein called the "First Amending Agreement");

AND WHEREAS the Original Agreement and the First Amending Agreement shall hereinafter collectively be called the Existing Development;

AND WHEREAS the Association of Nova Scotia Land Surveyors and Robert Yuille, carrying on business as R&R Real Estate, are the registered owners of certain lands located at 325A Prince Albert Road, and 327 Prince Albert Road, Dartmouth, and which said lands are more particularly described in Schedule B attached hereto (hereinafter called the "Expanded Lands");

AND WHEREAS the Original Lands and Expanded Lands shall hereinafter collectively be called the Lands;

AND WHEREAS Twin Lakes Development Limited, the Association of Nova Scotia Land Surveyors, and Robert Yuille, carrying on business as R&R Real Estate, shall hereinafter collectively be called the Developers;

AND WHEREAS Twin Lakes Development Limited has requested that the Original Agreement and the First Amending Agreement be discharged from the Original Lands;

AND WHEREAS the Developers have requested that the Municipality enter into a new Development Agreement to allow for a multi-unit dwelling use with ground floor commercial uses on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, Part VIII, SNS 2008, c. 39; Policy 10.25 of the Regional Center Secondary Municipal Planning Strategy; and pursuant to Policies IP-1(c) and IP-5 of the Dartmouth Municipal Planning Strategy; and Sections 39 and 34 of the Dartmouth Land Use By-law;

AND WHEREAS the Harbour East–Marine Drive Community Council approved this request at a meeting held on February 4, 2021, referenced as Case Number 22285;

AND WHEREAS the Harbour East – Marine Drive Community Council, at the same meeting, approved the discharge of the Existing Agreement as it applies to the Original Lands (PID 00136036) and filed in the Land Registration Office in Halifax as Document Number (XXXX);

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 Developers agree 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 may be amended from time to time.

1.2.2 Variances to the requirements of the Land Use Bylaw shall not be permitted on that part of the Lands identified as Block A on Schedule L of this Agreement.

1.2.3 Variances to the requirements of the Land Use By-law shall be permitted on that part of the Lands identified as Block B on Schedule L of this Agreement, in accordance with the provisions of the *Halifax Regional Municipality Charter*, SNS 2008, c. 39, Part VIII, Planning & Development.

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 Developers, 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 Developers 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 Developers 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 Developers. 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 Developers 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.

2.2 Definitions Specific to this Agreement

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

- (a) **Amenity Space** means amenity space as defined in the Land Use By-law and shall include enhanced bicycle parking.
- (b) **Enhanced Bicycle Parking** means any of the following: bicycle parking in excess of the minimums required by the Land Use By-law in terms of quantity or class; the provision of

showers at the rate of one for every six bicycle spaces; clothes lockers at the rate of one for every bicycle space; and the provision of bicycle parking that accommodates and secures bicycle trailers and cargo bikes.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 The Developers 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 22285:

Schedule A	Legal Description of the Original Lands
Schedule B	Legal Description of the Expanded Lands
Schedule C	Site Plan
Schedule D	Prince Albert Road (North) Elevation
Schedule E	Rear (South) Elevation
Schedule F	West Elevation
Schedule G	East Elevation
Schedule H	Internal Elevation – North West
Schedule I	Internal Elevation – South East
Schedule J	Landscape Plan – Level 1
Schedule K	Landscape Plan – Levels 3 and 4
Schedule L	Conceptual Subdivision Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to any site work or the issuance of any Grade Alteration or Lot Grading Permit, the Developers shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) A detailed Erosion and Sedimentation Control Plan in accordance with Section 5.2 of this Agreement;
- (b) A detailed Site Grading and Stormwater Management Plan in accordance with Section 5.2 of this Agreement; and
- (c) A detailed Site Disturbance Plan in accordance with Section 5.2 of this Agreement.

3.2.2 Prior to the issuance of a Development Permit, the Developers shall provide the following to the Development Officer:

- (a) A detailed Landscape Plan in accordance with Section 3.9 and Schedule J and Schedule K of this Agreement;
- (b) The structure shall be designed to carry all loads imposed by landscaping and vegetation shown on the Landscape Plan. Confirmation shall be provided by the structural engineer by request of the Development Officer.
- (c) A detailed Lighting Plan in accordance with Section 3.7 of this Agreement.

3.2.3 Prior to the issuance of the first Municipal Occupancy Permit, the Developers shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) Written confirmation from a qualified professional that the Development Officer may accept as sufficient record of compliance with the detailed Landscape Plan required pursuant to Section 3.9 of this Agreement, or the posting of Security in accordance with Section 3.9.6 of this Agreement; and
- (b) Written confirmation from the HRM Development Engineer indicating compliance with Section 4.2 of this Agreement.

3.2.4 Notwithstanding any other provision of this Agreement, the Developers 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 applicable Land Use By-law (except to the extent that the provisions of the applicable 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 Developers pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The uses of the Lands permitted by this Agreement are the following:

(a) On that part of the Lands identified as Block A on Schedule L:

- (i) One twelve-storey mixed use building with ground floor commercial uses but excluding adult entertainment uses, adult cabarets, adult theatres, billboards, cannabis production facilities, and uses that would cause a nuisance or a hazard to the public; and
- (ii) At least 30% of dwelling units shall contain two or more bedrooms.

(b) On that part of the Lands identified as Block B on Schedule L:

- (i) Any uses permitted within the zone applied to the lot subject to the provisions contained within the applicable Land Use By-law, as amended from time to time.

3.3.2 A publicly accessible recreation trail connecting Prince Albert Road and Alderney Elementary School shall be permitted on the Lands in accordance with a Grant of Right of Way registered with the Halifax County Land Registration Office on February 12, 2013 as Document Number 102469476. Any recreation trail on the Lands shall meet all requirements of the Halifax Regional Municipality Municipal Design Guidelines.

3.4 Building Siting, Massing and Scale

3.4.1 The siting, height, exterior design, materials and massing of the building on Block A shall be in general conformance with Schedules C through K, subject to the provisions of this Agreement.

3.4.2 The building on Block A shall be setback a minimum of 2 metres from Prince Albert Road streetline.

3.4.3 Required yards for all portions of the building on Block A above grade shall be as follows:

- (a) Right Side Yard: 7 metres; and
- (b) Left Side Yard abutting 335 Prince Albert Road (PID 00136010): 1.8 metres.

3.4.4 No building shall exceed 12 storeys in height, excluding a mechanical penthouse.

3.4.5 No streetwall of any building on Block A shall exceed 8 metres in height for a minimum of 75% of its width.

3.4.6 No floorplate of any building on Block A shall exceed 1,394 square metres in area.

3.4.6 No above or below grade permanent structures shall be permitted within the Halifax Water Easement shown on Schedule C.

3.4.7 Any excavation, construction or landscaping shall be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

3.5 Architectural Requirements

3.5.1 Any building in Block A shall meet the following architectural requirements:

- (a) The façades facing Prince Albert Road shall be designed and detailed as shown on Schedule D. Architectural treatment shall be continued around all sides of the building;
- (b) The commercial entrances to the building shall be distinguished from residential entrances by signage, detailing, changes in materials, and other architectural devices;
- (c) Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along facades to provide shelter and encourage pedestrian movement;
- (d) Commercial entrances shall face Prince Albert Road and are to be located as generally shown on the Schedules with a minimum of two commercial entrances on that part of the Lands identified as Block A on Schedule L;
- (e) Service entrances shall be integrated into the design of the building and shall not be a predominant feature;
- (f) Commercial entrances shall be located at grade. Where a changing grade results in exceedingly raised or sunken entries, the elevation of the main floor slab shall be stepped to meet the grade changes;
- (g) Blank or unadorned walls in excess of 18 square metres shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules;
- (h) Any exposed foundation in excess of 0.75 metres in height and 2 square metres in total area shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer;
- (i) Exterior building materials shall not include plywood, unpainted or unstained wood, or vinyl siding;
- (j) All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent;
- (k) No mechanical equipment or exhaust fans shall be located between any building and abutting properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems;
- (l) Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Prince Albert Road, and from adjacent residential uses. These facilities shall be secured in accordance with the requirements of the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping;
- (m) The first-floor front façade of buildings with ground floor commercial uses must be at least 50% windows, doors or other treatment sufficiently transparent to provide views to the interior of the building. Windows shall be vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal or vinyl; and
- (n) Rooftop mechanical and telecommunications equipment will be integrated into the building design or appropriately screened.

3.6 Parking, Circulation and Access

- 3.6.1 A minimum of 88 vehicle parking spaces shall be provided within the underground parking levels on Block A.
- 3.6.2 Surface parking shall not be required but shall be permitted on Block A in accordance with the following:
- (a) Surface parking lots shall be located a minimum of 2 metres from any residential or commercial doorway on the lot;
 - (b) Limits of surface parking lots shall be defined by fencing or landscaping or curb; and
 - (c) No surface parking lots shall be permitted within any front yard.
- 3.6.3 All driving lanes, walkways, and surface parking facilities on Block A shall have a hard-finished surface such as asphalt, concrete, or interlocking precast concrete paver stones. Permeable hard surfaces are acceptable and shall be adequately maintained.
- 3.6.4 Except as otherwise required by this Agreement, the design of surface parking lots shall meet the requirements of the applicable Land Use By-law.
- 3.6.5 Bicycle parking on Block A shall be required in accordance with the Land Use By-law.

3.7 Outdoor Lighting

- 3.7.1 A Lighting Plan for Block A shall be prepared by a qualified professional and provided to the Development Officer demonstrating compliance with this section of this Agreement.
- 3.7.2 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways sufficient to promote safety and security and shall be arranged so as to divert light away from streets, adjacent lots and buildings.
- 3.7.3 Buildings may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings, and does not flash, move or vary in intensity such that it creates a nuisance or hazard to public safety.
- 3.7.4 All pedestrian pathways on the Lands shall be uniformly lighted along the entire length of the pathway.

3.8 Amenity Space

- 3.8.1 Amenity space shall be provided on Block A at a rate of 5.0 square metres per dwelling unit.
- 3.8.2 Except for amenity space associated with an individual dwelling unit, all amenity space required by Subsection 3.8.1 of this Agreement shall be:
- (a) Provided in increments of at least 30 contiguous square metres; and
 - (b) Barrier-free and accessible to all building residents.

3.9 Landscaping

- 3.9.1 Prior to the issuance of a Development Permit, the Developers shall provide the Development Officer with a detailed Landscape Plan that complies with the provisions of this Section and generally conforms with the Preliminary Landscape Plan attached as Schedule J and Schedule K. The Landscape Plan shall be prepared by a full member, in good standing, of the Canadian Society of Landscape Architects.

- 3.9.2 Planting details for at-grade and on-slab planting situations for each type of plant proposed shall be provided in the detailed Landscape Plan, including a species list with quantities, sizes, and common and botanical names (species and variety).
- 3.9.3 The minimum acceptable sizes for plant material shall be as follows:
- (a) Deciduous trees at grade – 60 mm caliper;
 - (b) Deciduous trees on slab – 45 mm caliper;
 - (c) Coniferous trees – 1.5 m in height; and
 - (d) Shrubs – 0.6 m in height or spread.
- 3.9.4 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard, and all landscape construction on the site shall conform to the Canadian Landscape Standard.
- 3.9.5 Prior to issuance of the first Occupancy Permit the Developers shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.6 Notwithstanding Section 3.9.5, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developers may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developers only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developers 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 Developers 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 Developers upon completion of the work and its certification.
- 3.9.7 Planting materials on rooftops above structures shall be selected for their ability to survive in rooftop environments. Rooftop trees shall be located in planting beds or containers. It is the responsibility of the Developers to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping, as well as the anticipated mature weight of the plant material on any rooftop or podium.

3.10 Maintenance

- 3.10.1 The Developers shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.
- 3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better, in the opinion of the Development Officer.

3.11 Signs

- 3.11.1 Sign requirements shall be in accordance with the Land Use By-law and HRM By-law S-801, *A By-law Respecting Licensing Temporary Signs* except as otherwise provided herein.

3.11.2 The following signs shall not be permitted on the Lands:

- (a) Signs which incorporate in any manner any flashing or moving illumination which varies in intensity or colour;
- (b) Changeable copy signs;
- (c) Window signs covering more than 40% of the window in which they are placed; and
- (d) Signs depicting the name or corporate logo of the Developers unless a sales office is located on the Lands.

3.12 Temporary Construction Building

3.12.1 A building shall be permitted on the Lands for the purpose of providing security, housing equipment and materials, and for other 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.

3.13 Hours of Operation

3.13.1 Restaurant uses and Drinking Establishment uses on Block A shall only be permitted to operate between the hours of 5:00 am and midnight.

3.13.2 The hours specified under this section shall apply seven (7) days a week.

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

3.14 Screening

3.14.1 Refuse containers located outside the building on Block A shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

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 Developers, and shall be reinstated, removed, replaced or relocated by the Developers as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Undergrounding Services

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to all buildings on the Lands shall be underground installation.

4.4 Site Preparation

- 4.4.1 The Developers shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services prior to receiving final approval of the site design, unless otherwise permitted by the Development Officer.

4.5 Solid Waste Facilities

- 4.5.1 The building on Block A shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time.
- 4.5.2 Refuse containers, recycling materials and waste compactors shall be located within underground parking levels of the building on Block A.

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 and Erosion and Sedimentation Control Plans

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

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.
- (a) Changes to hours of operations required by Section 3.13 of this Agreement;
 - (b) Changes to landscaping requirements in Section 3.9;
 - (c) The granting of an extension to the date of Commencement of Development as identified in Section 7.3.1 of this Agreement;
 - (d) The granting of an extension to the length of time for the Completion of the Development as identified in Section 7.4.2 of this Agreement;
 - (e) Changes to architectural requirements that do not impact the massing of the building; and
 - (f) Changes to sign requirements.

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 Registration Office at Halifax, Nova Scotia, and the Developers shall incur all costs in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building

7.4 Completion of Development

- 7.4.1 Upon the completion of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law as may be amended from time to time.
- 7.4.2 In the event that development on the Lands has not been completed within six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the development of the Lands shall conform with the provisions of the Land Use By-law.

7.5 Discharge of Agreement

- 7.5.1 If the Developers fails to complete the development after six (6) years from the date of registration of this Agreement at the Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

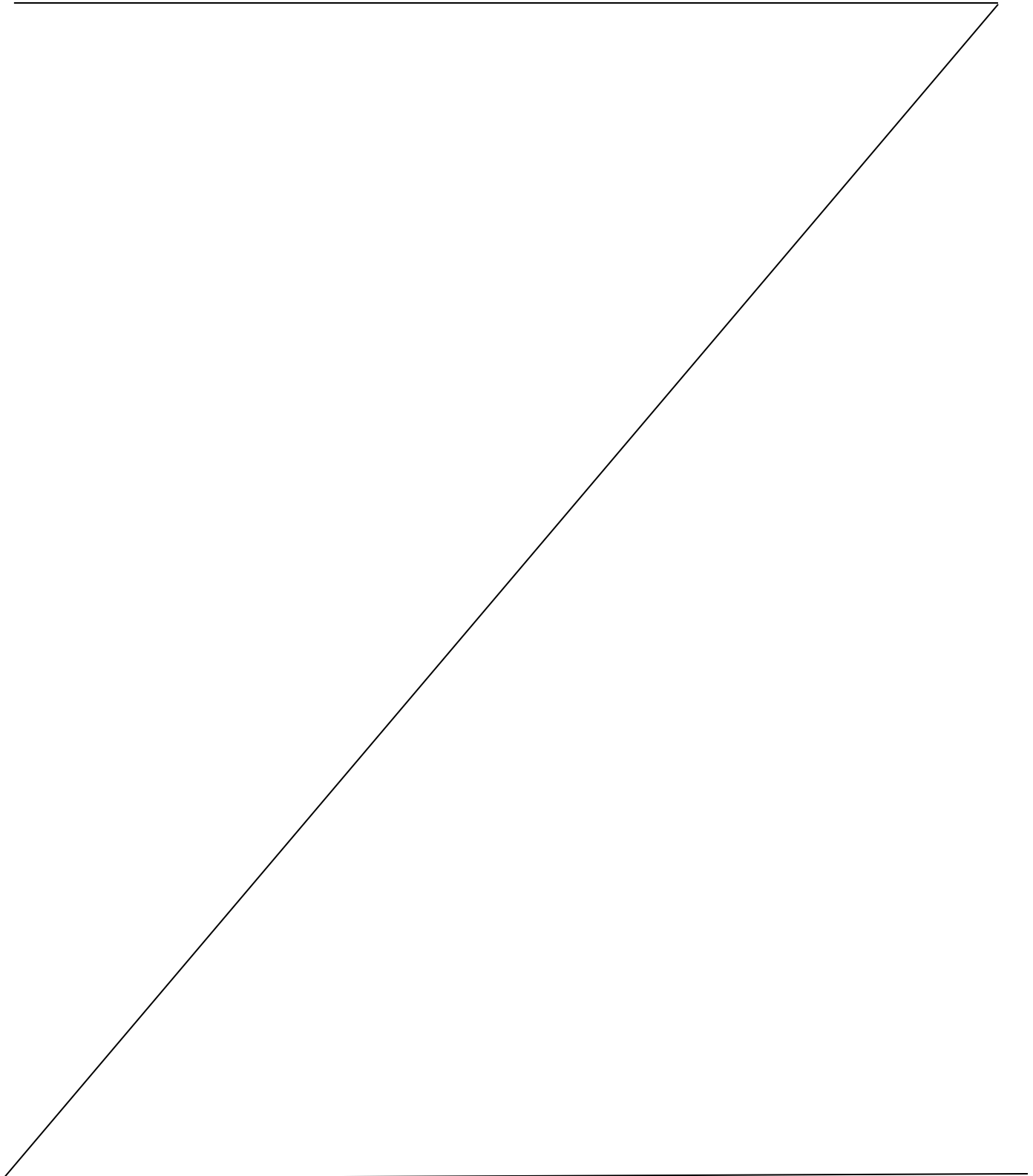
8.1 Enforcement

- 8.1.1 The Developers agree 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 Developers. The Developers further agree that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developers agree to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

8.2 Failure to Comply

- 8.2.1 If the Developers fail to observe or perform any condition of this Agreement after the Municipality has given the Developers thirty (30) calendar 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 Developers from continuing such default and the Developers 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

Witness

Witness

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

TWIN LAKES DEVELOPMENT LIMITED

Per: _____

Name:
Position:

ASSOCIATION OF NOVA SCOTIA LAND SURVEYORS

Per: _____

Name:
Position:

ROBERT YUILLE

Per: _____

Name:
Position:

HALIFAX REGIONAL MUNICIPALITY

Per: _____
MAYOR

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ 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

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that **Association Of Nova Scotia Land Surveyors** of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ 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

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ 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

SCHEDULE A – PROPERTY DESCRIPTION – ORIGINAL LANDS

3 Bartlin Road

ALL THAT CERTAIN lot of land situated on the southeastern side of Prince Albert Road and the southern side of Curley Drive, Dartmouth, Halifax County, Nova Scotia, shown as LOT TL-1 on a Plan of Survey of Lots TL-1 and AS-2, resulting from a subdivision and consolidation of portions of Lot 1-2-3-D & Lot 4, Lands of John Chisholm, Trevor Chisholm & Robert Clifford Yuille; Lot A2 & Lot B, lands of Robert Yuille; and Parcels BR-1 & AS1, lands of Halifax Regional Municipality, certified by Joseph R. Alcorn, N.S.L.S., dated October 26, 2012 and having Alderney Surveys Limited Drawing No. 076387-1 said plan being filed at the Halifax County Land Registration Office on February 12, 2013 as Plan No. 102470078 said lot of land being more particularly described as follows:

BEGINNING at a point on the southeastern boundary of Prince Albert Road. Said point being the most northerly corner of Lot A1, lands of the Association of Nova Scotia Land Surveyors and being South 01 degrees 27 minutes 29 seconds East, a distance of 21.79 feet from Nova Scotia Coordinate Monument Number 5481, as shown on the above mentioned plan;

THENCE North 54 degrees 44 minutes 37 seconds East, a distance of 40.06 feet along said southeastern boundary of Prince Albert Road to the most westerly corner of

Lot 7-8-9-10A, lands of Robert Yuille & R & R Real Estate;

THENCE South 38 degrees 23 minutes 02 seconds East, a distance of 199.11 feet along a southwestern boundary of said Lot 7-8-9-10A to a point;

THENCE North 50 degrees 51 minutes 44 seconds East, a distance of 2.86 feet along a southeastern boundary of Lot 7-8-9-10A to a point;

THENCE South 39 degrees 14 minutes 50 seconds East, a distance of 20.19 feet along a southwestern boundary of Lot 7-8-9-10A to the most southerly corner thereof;

THENCE North 50 degrees 51 minutes 46 seconds East, a distance of 165.62 feet along the southeastern boundary of Lot 7-8-9-10A and a portion of the southeastern boundary of Lot 5-XY-B-C, lands of Caryn Grace Breed and Perley Stephen Breed to the most northern corner of Lot 4, lands of John Chisholm, Trevor Chisholm & Robert Clifford Yuille;

THENCE North 50 degrees 51 minutes 46 seconds East, a distance of 15.91 feet along a portion of the southeastern boundary of Lot 5-XY-B-C, lands of Caryn Grace Breed and Perley Stephen Breed to the most eastern corner thereof;

THENCE North 32 degrees 32 minutes 04 seconds West, a distance of 210.50 feet along the northeastern boundary of Lot 5-XY-B-C, lands of Caryn Grace Breed and Perley Stephen Breed to its intersection with a curved southeastern boundary of Prince Albert Road;

THENCE northeasterly, following a curve to the left having a radius of 1309.60 feet, an arc distance of 53.18 feet along said curved southeastern boundary of Prince Albert Road to its intersection with the southwestern boundary of Lot C-8X, lands of Tawaak Housing Association

(chord bearing and distance being North 49 degrees 13 minutes 01 seconds East and 53.18 feet, respectively);

THENCE South 50 degrees 13 minutes 01 seconds East, a distance of 299.54 feet along said southwestern boundary of Lot C-8X, lands of Tawaak Housing Association and the southwestern boundary of Lot C-7BX, lands of Warren Parsons & Jean Parsons to the most southern corner thereof;

THENCE North 50 degrees 25 minutes 00 seconds East, a distance of 2.27 feet along a southeastern boundary of said Lot C-7BX to a point;

THENCE North 35 degrees 41 minutes 06 seconds East, a distance of 1.24 feet along a southeastern boundary of said Lot C-7BX to its intersection with the southern boundary of Curley Drive;

THENCE South 51 degrees 15 minutes 56 seconds East, a distance of 20.00 feet along said southern boundary of Curley Drive to the most northern corner of Lot AS-2;

THENCE South 17 degrees 10 minutes 47 seconds West, a distance of 149.32 feet along a western boundary of said Lot AS-2 to a point;

THENCE South 29 degrees 22 minutes 59 seconds West, a distance of 90.25 feet along another western boundary of Lot AS-2 to a point;

THENCE South 38 degrees 37 minutes 54 seconds West, a distance of 152.90 feet along another western boundary of Lot AS-2 to the most westerly corner thereof;

THENCE North 51 degrees 22 minutes 58 seconds West, a distance of 343.45 feet along a portion of the northeastern boundary of Lot 5, lands of East Coast Equity Ltd., Eastern Management Limited and J. Douglas Havill, the northeastern boundary of Lot 4, lands of East Coast Equity Ltd., the northeastern boundary of Lot 3, lands of John Douglas Havill to the most southerly corner of Lot B, lands of Robert Yuille and a northeastern boundary of Lot 2, lands of J. Douglas Havill and East Coast Equity Ltd. to the most southern corner of Lot A2, lands of Robert Yuille;

THENCE North 50 degrees 37 minutes 07 seconds West, a distance of 83.77 feet along the southwestern boundary of said Lot A2, lands of Robert Yuille to the most western corner thereof. Said point also being the most southern corner of the aforementioned Lot A1, lands of the Association of Nova Scotia Land Surveyors;

THENCE North 54 degrees 36 minutes 21 seconds East, a distance of 82.21 feet along the southeastern boundary of said Lot A1, lands of the Association of Nova Scotia Land Surveyors to the most eastern corner thereof;

THENCE North 38 degrees 23 minutes 02 seconds West, a distance of 60.44 feet along the northeastern boundary of Lot A1, lands of the Association of Nova Scotia Land Surveyors to the PLACE OF BEGINNING.

CONTAINING 112,696 square feet.

SUBJECT TO a sewer easement in favour of Halifax Regional Municipality, being shown as Easement SE-1 on the above mentioned plan and contained in a deed registered at the Halifax County Land Registration Office on February 12, 2013 as Document No. 102469401.

ALSO SUBJECT TO an easement over an existing walkway in favour of Halifax Regional Municipality contained in a Grant of Right of Way in registered at the Halifax County Land Registration Office on February 12, 2013 as Document No. 102469476.

ALSO SUBJECT TO Development Agreement in favour of Halifax Regional Municipality registered at the Halifax County Land Registration Office on April 23, 2013 as Document No. 102868529.

BEARINGS are Grid, based on the Nova Scotia 3-Degree Modified Transverse Mercator Projection, ATS 77 Datum, Zone 5, Central Meridian 64 degrees 30 minutes West Longitude.

*** 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: 2013

Plan or Document Number: 102470078

SCHEDULE B – PROPERTY DESCRIPTION - EXPANDED LANDS

325A Prince Albert Road

Lot A1 being all that certain piece and parcel of land lying and being at Prince Albert Road and Bartlin Road, Dartmouth, Halifax County, Nova Scotia as shown on a plan of survey of Lots A1 and A2, a subdivision of lands of Alborough Limited dated December 17, 1997 signed by Joseph R. Alcorn, N.S.L.S. and is on file as Alderney Surveys Ltd. plan no. 979611-1. Said Lot A1 being more particularly described as follows:

Beginning at a point on the southeastern boundary of Prince Albert Road which point is the north corner of lands of Robert Strum and Eileen Strum;

Thence North $54^{\circ} 44' 34''$ East a distance of 95.55' along the southeastern boundary of Prince Albert Road to a point which point is the west corner of Bartlin Road;

Thence South $38^{\circ} 23' 01''$ East a distance of 60.44' along the southwestern boundary of Bartlin Road to a point which is the north corner of Lot A2;

Thence South $54^{\circ} 36' 22''$ West a distance of 82.21' along the northwestern boundary of Lot A2 to a point on the northeastern boundary of said lands of Robert Strum and Eileen Strum which point is the west corner of Lot A2;

Thence North $50^{\circ} 37' 06''$ West a distance of 62.79' along a portion of the northeastern boundary of said lands of Robert Strum and Eileen Strum to the place of beginning.

Said Lot A1 containing an area of 5,473 square feet.

AND the Grantor hereby conveys to the Grantee any interest in Bartlin Road as shown on the above mentioned plan of survey. The Grantor hereby grants a non-exclusive and concurrent right of way to pass over Bartlin Road in order to provide access from Prince Albert Road to the lands conveyed herein and the right to install and maintain municipal services and utilities to the lands conveyed herein. This right of way will expire absolutely in the event that Halifax Regional Municipality determines that Bartlin Road is a city street or in the event that the Grantor conveys its interest, if any, in Bartlin Road to Halifax Regional Municipality.

All bearings are based on 3° M.T.M. Grid North, Central Meridian $64^{\circ}30'$ West.

327 Prince Albert Road

All that certain lot of land, shown as Lot 7-8-9-10-A on Longstaff-Parker Dwg. No. 2002-417, dated the 13th day of February, 2003, signed by Garry S. Parker, Nova Scotia land Surveyor, which said Dwg. No. 2002-417 is titled Plan of Survey showing Subdivision of Lot A, Lands conveyed to Breed/Yuille Realty to form Lot 4 and Parcels A and B. Also Consolidation of Lot 5-XY, Lands conveyed to Perley Stephen Breed & Caryn G. Breed with Parcels B and C to form Lot 5-XY-B-C. Also Consolidation of Lots 1, 2 and 3, Lands conveyed to Breed/Yuille Realty with Parcel D to Form Lot 1, 2 & 3-D at Prince Albert Road & Bartlin Road, City of Dartmouth, Halifax Regional Municipality, Nova Scotia, and which said Lot 7-8-9-10-A may be more particularly described as follows:

Beginning at the juncture of the south-eastern street line of Prince Albert Road and the south-western boundary of Lot 5-XY-B-C, as shown on said Dwg. No.2002-417.

Thence to follow a clockwise curve of radius one thousand three hundred nine point sixty feet, south-westerly along said south-eastern street line of Prince Albert Road, a distance of one point fifty seven feet unto the end of said curve.

Thence by an azimuth of two hundred thirty four degrees-thirty five minutes-forty seven seconds, continuing along said south eastern street line of Prince Albert Road, a distance of one hundred six point seventy feet unto the north-eastern street line of Bartlin Road.

Thence by an azimuth of one hundred forty one degrees-thirty six minutes-fifty nine seconds, along the north-eastern line of Bartlin Road, a distance of one hundred ninety nine point two feet unto a point.

Thence by an azimuth of fifty degrees-fifty one minutes-forty six seconds, bounded on the south-east by said Bartlin Road, a distance of two point ninety five feet unto a point.

Thence by an azimuth of one hundred forty degrees-forty five minutes-ten seconds, continuing along said north-eastern street line of Bartlin Road, a distance of twenty feet unto the north-western corner of Lot 4.

Thence by an azimuth of fifty degrees-fifty one minutes-forty six seconds along the north-western boundary of said Lot 4, a distance of one hundred four point eighty eight feet unto the south-western corner of Lot 5-XY-B-C aforesaid.

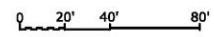
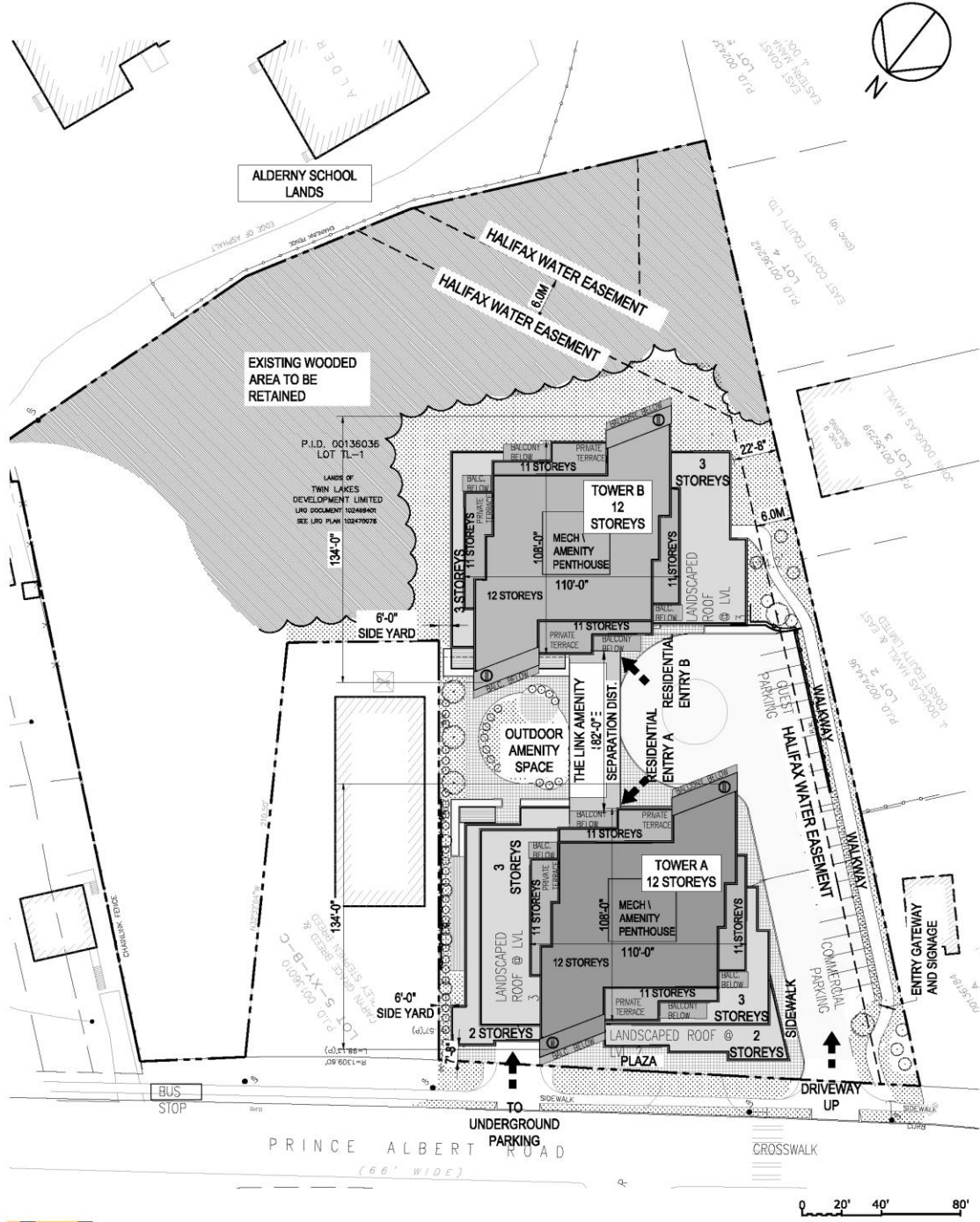
Thence by an azimuth of three hundred twenty one degrees-thirty seven minutes-zero seconds along the south-western boundary of said Lot 5-XY-B-C, a distance of two hundred eleven point ninety six feet unto the place of beginning.

Containing: twenty three thousand two hundred thirty eight square feet.

Bearings are referred to the Nova Scotia three degree Modified Transverse Mercator Grid, 1979 adjustment, Zone 5, Central Meridian sixty four degrees-thirty feet west.

An approved plan of subdivision has been filed under the Registry Act or registered or recorded under the Act.

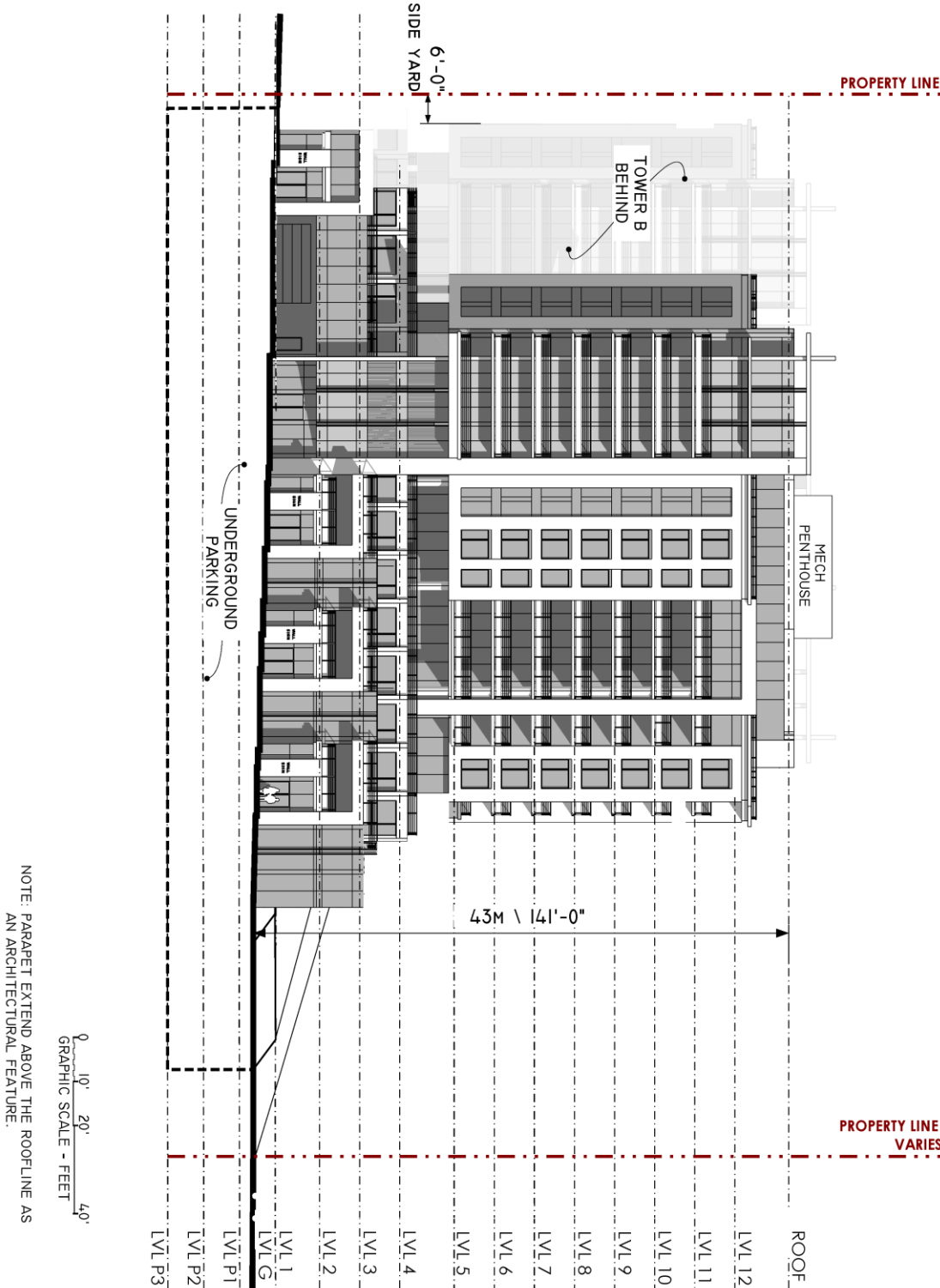
SCHEDULE C - SITE PLAN



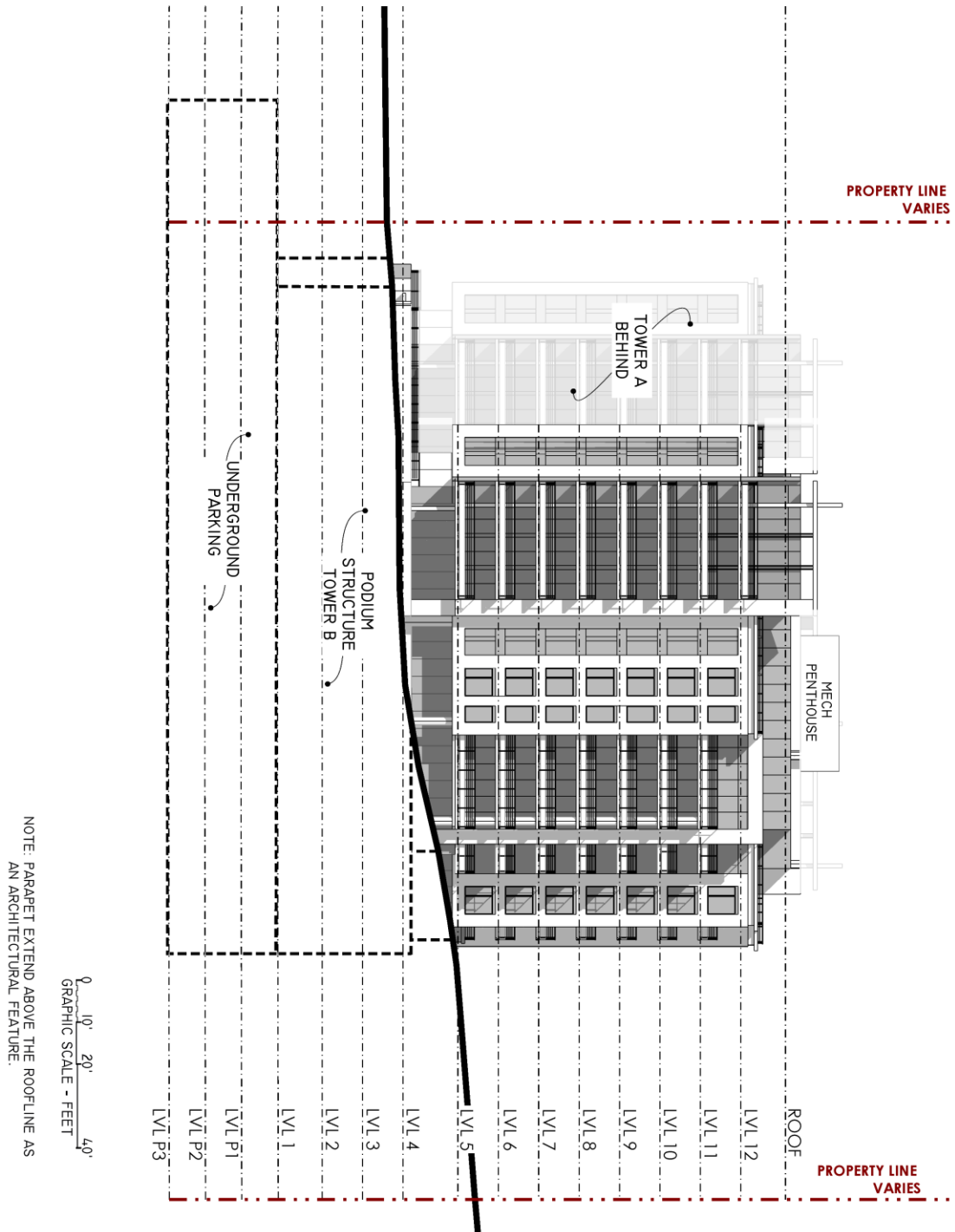
TWIN LAKES RE-DESIGN
 Two Residential Towers with Tower A ground floor commercial
 Prince Albert Rd, Dartmouth NS

May 2020

SCHEDULE D - PRINCE ALBERT ROAD (NORTH) ELEVATION



SCHEDULE E - REAR (SOUTH) ELEVATION



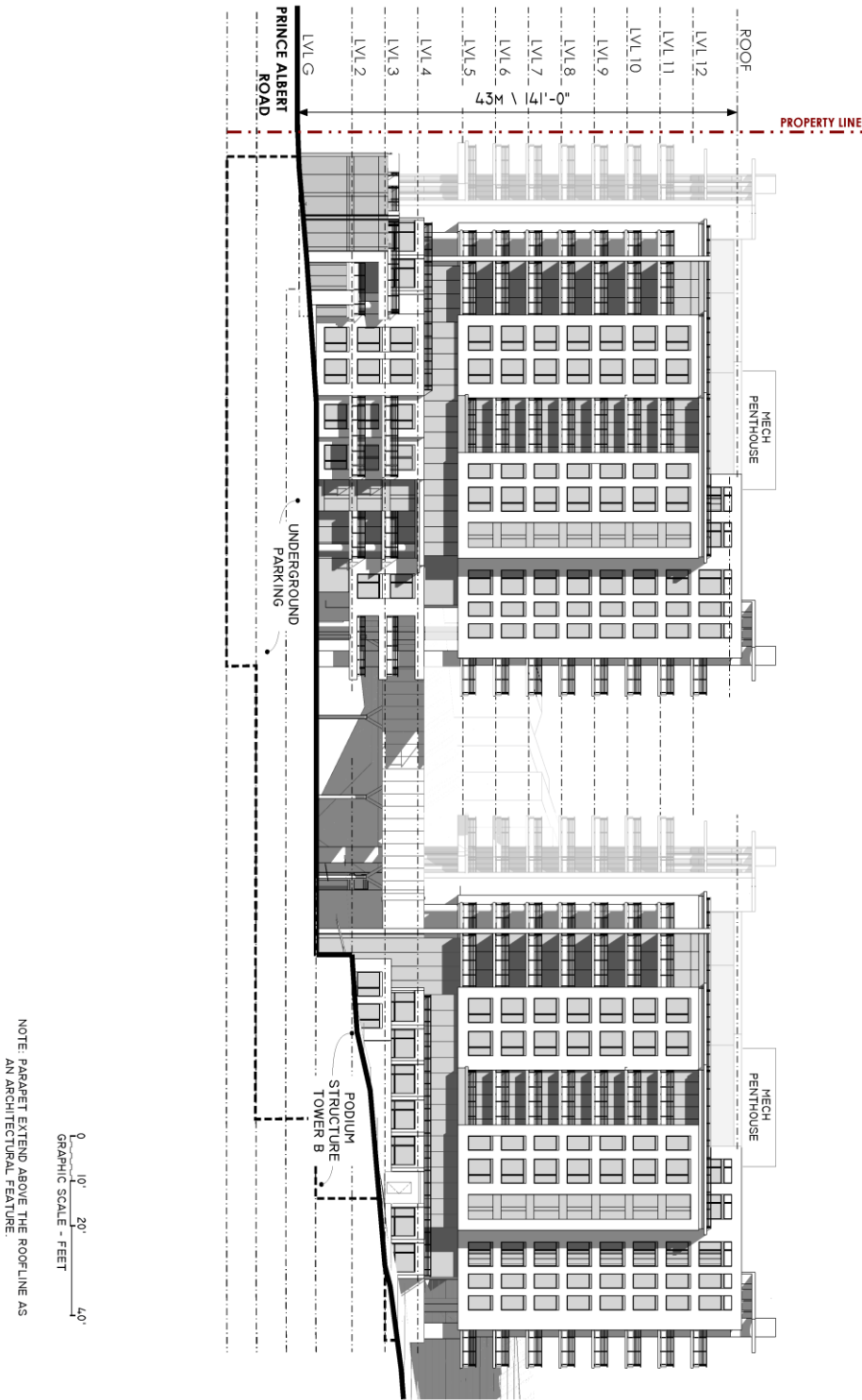
**Kassner
Goodspeed
Architects Ltd.**

TWIN LAKES RE-DESIGN

Two Residential Towers with Tower A ground floor commercial
Prince Albert Rd, Dartmouth NS

May 2020

SCHEDULE F - WEST ELEVATION

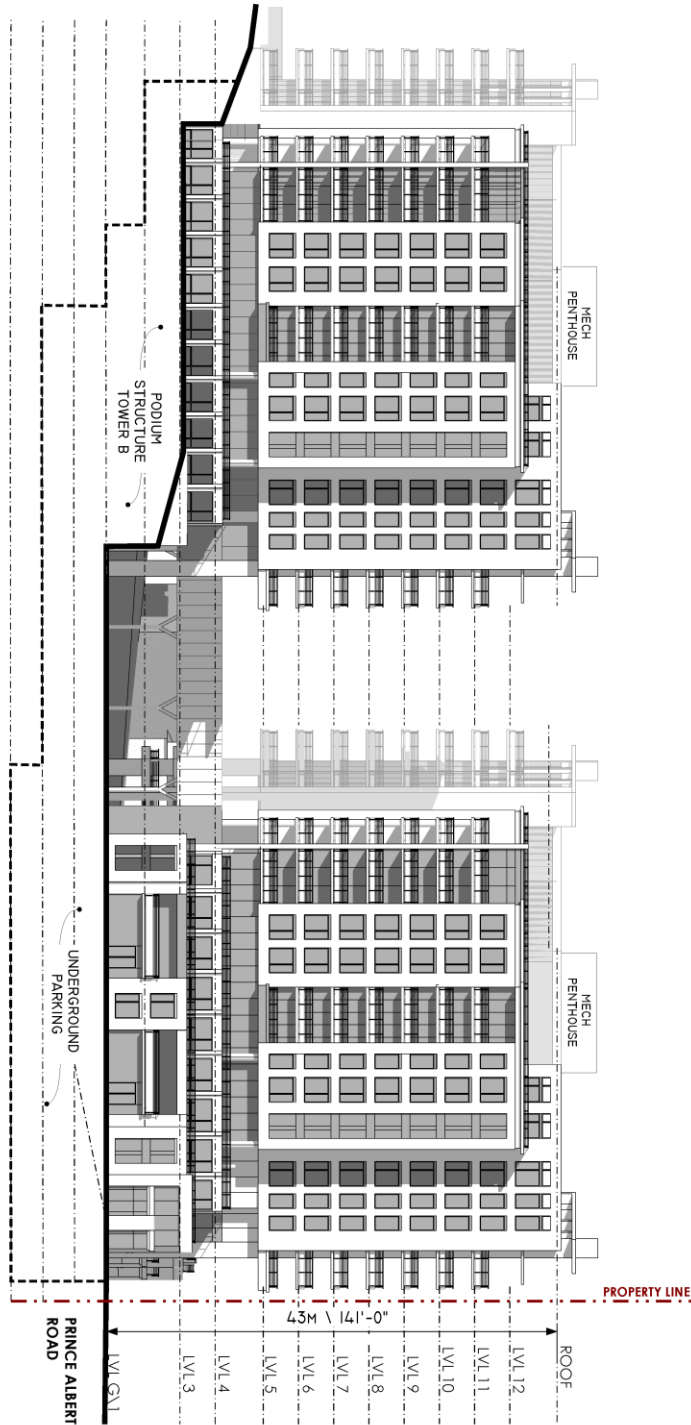


**Kassner
Goodspeed
Architects Ltd.**

TWIN LAKES RE-DESIGN
Two Residential Towers with Tower A ground floor commercial
Prince Albert Rd, Dartmouth NS

May 2020

SCHEDULE G - EAST ELEVATION



NOTE: PARAPET EXTEND ABOVE THE ROOFLINE AS AN ARCHITECTURAL FEATURE.

GRAPHIC SCALE - FEET
0 10' 20' 40'



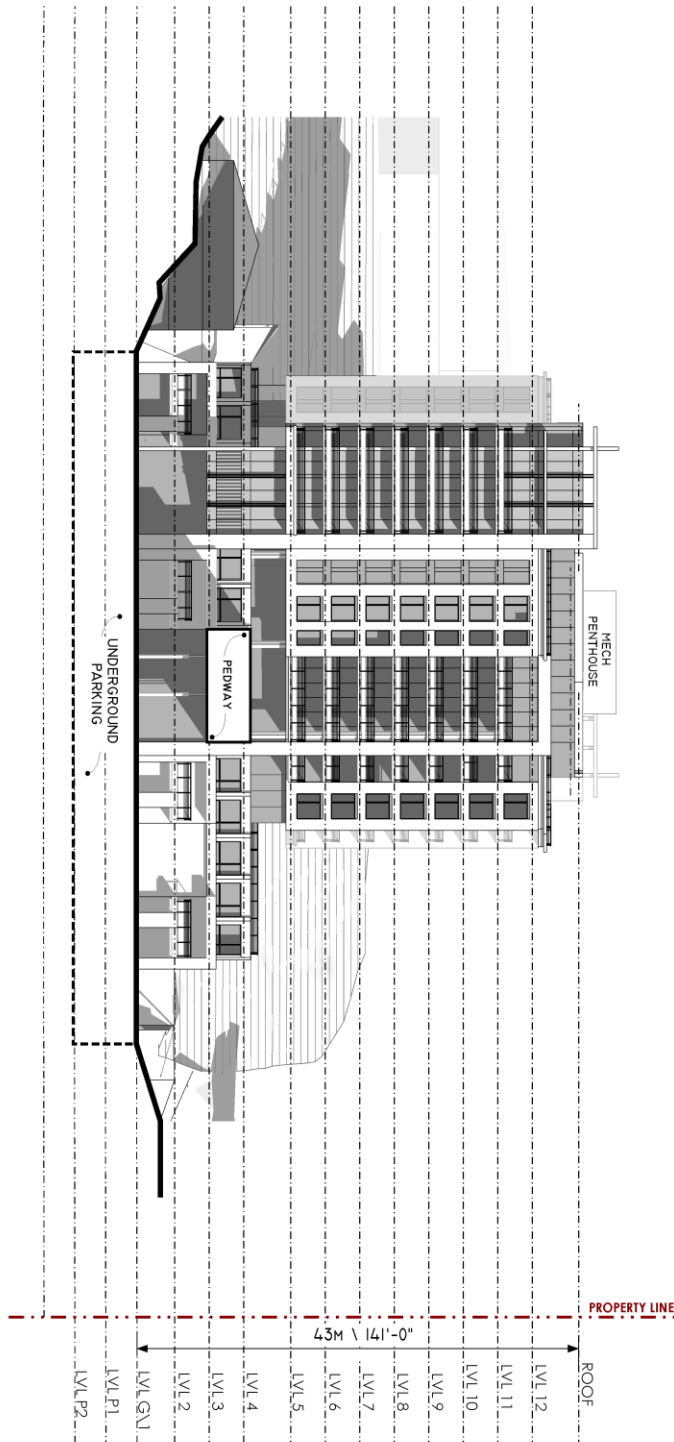
**Kassner
Goodspeed
Architects Ltd.**

TWIN LAKES RE-DESIGN

Two Residential Towers with Tower A ground floor commercial
Prince Albert Rd, Dartmouth NS

May 2020

SCHEDULE H - INTERNAL ELEVATION - NORTH WEST



NOTE: PARAPET EXTEND ABOVE THE ROOFLINE AS AN ARCHITECTURAL FEATURE.

GRAPHIC SCALE - FEET
0 10' 20' 40'



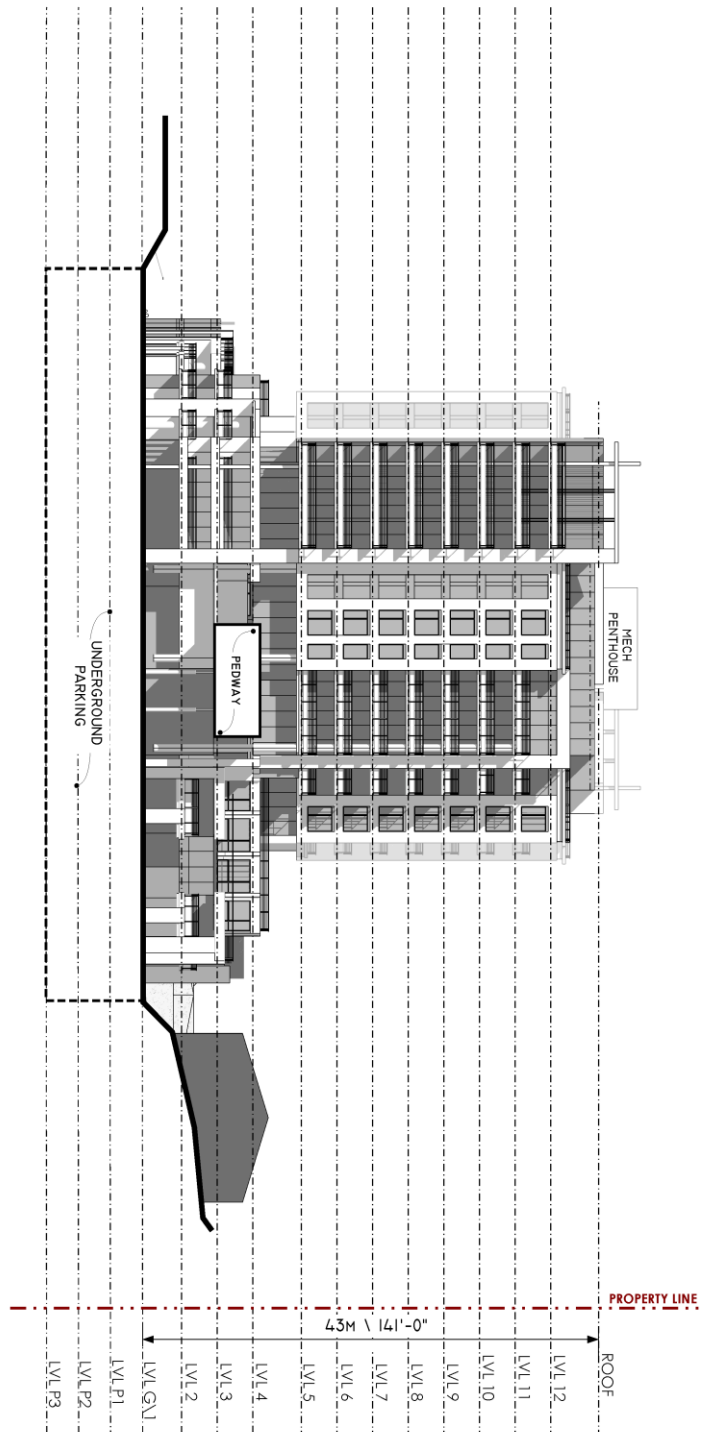
**Kassner
Goodspeed
Architects Ltd.**

TWIN LAKES RE-DESIGN

Two Residential Towers with Tower A ground floor commercial
Prince Albert Rd, Dartmouth NS

May 2020

SCHEDULE I - INTERNAL ELEVATION - SOUTH EAST



0 10' 20' 40'
GRAPHIC SCALE - FEET

NOTE: PARAPET EXTEND ABOVE THE ROOFLINE AS AN ARCHITECTURAL FEATURE.



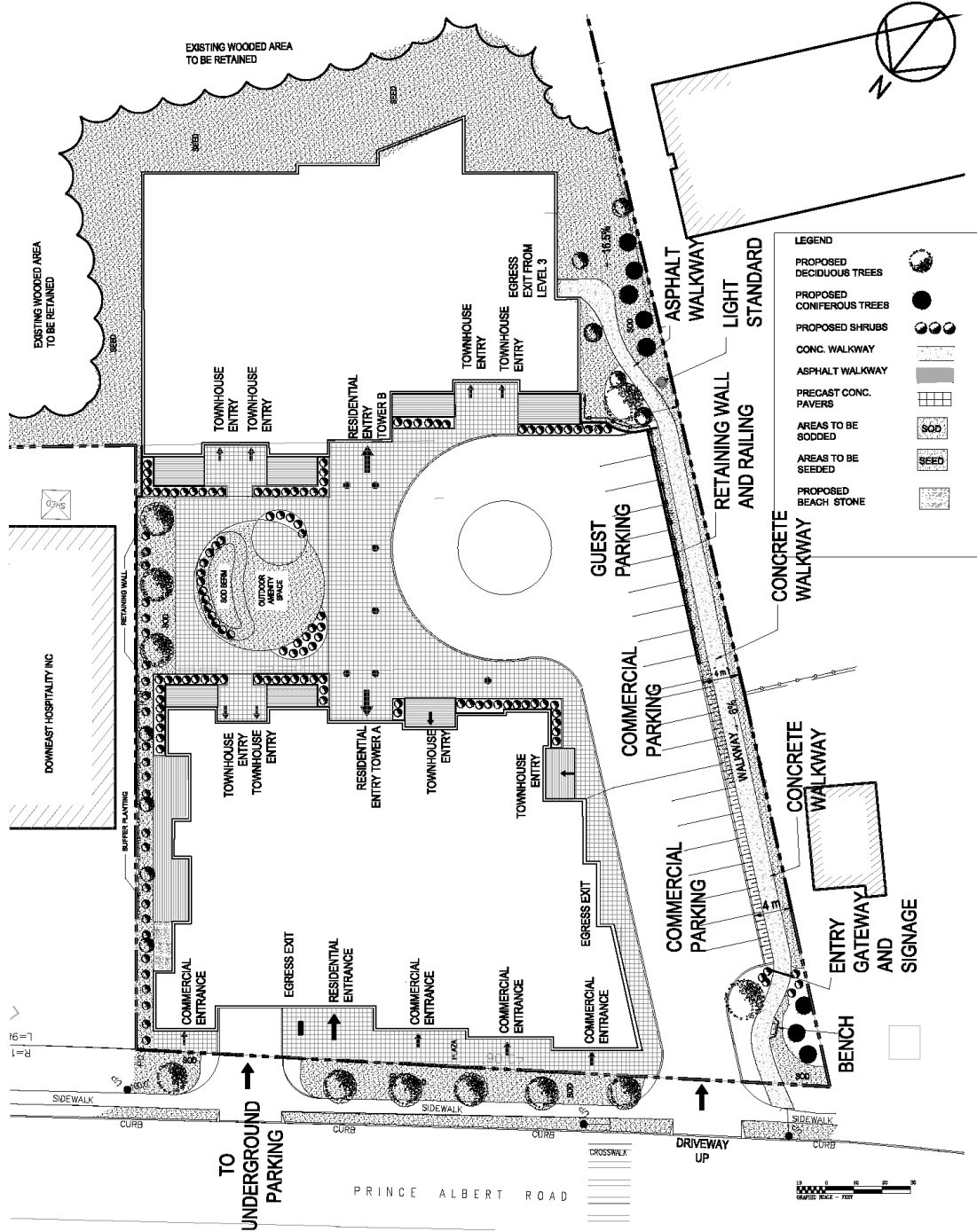
**Kassner
Goodspeed
Architects Ltd.**

TWIN LAKES RE-DESIGN

Two Residential Towers with Tower A ground floor commercial
Prince Albert Rd, Dartmouth NS

May 2020

SCHEDULE J - LANDSCAPE PLAN - LEVEL 1



LEGEND

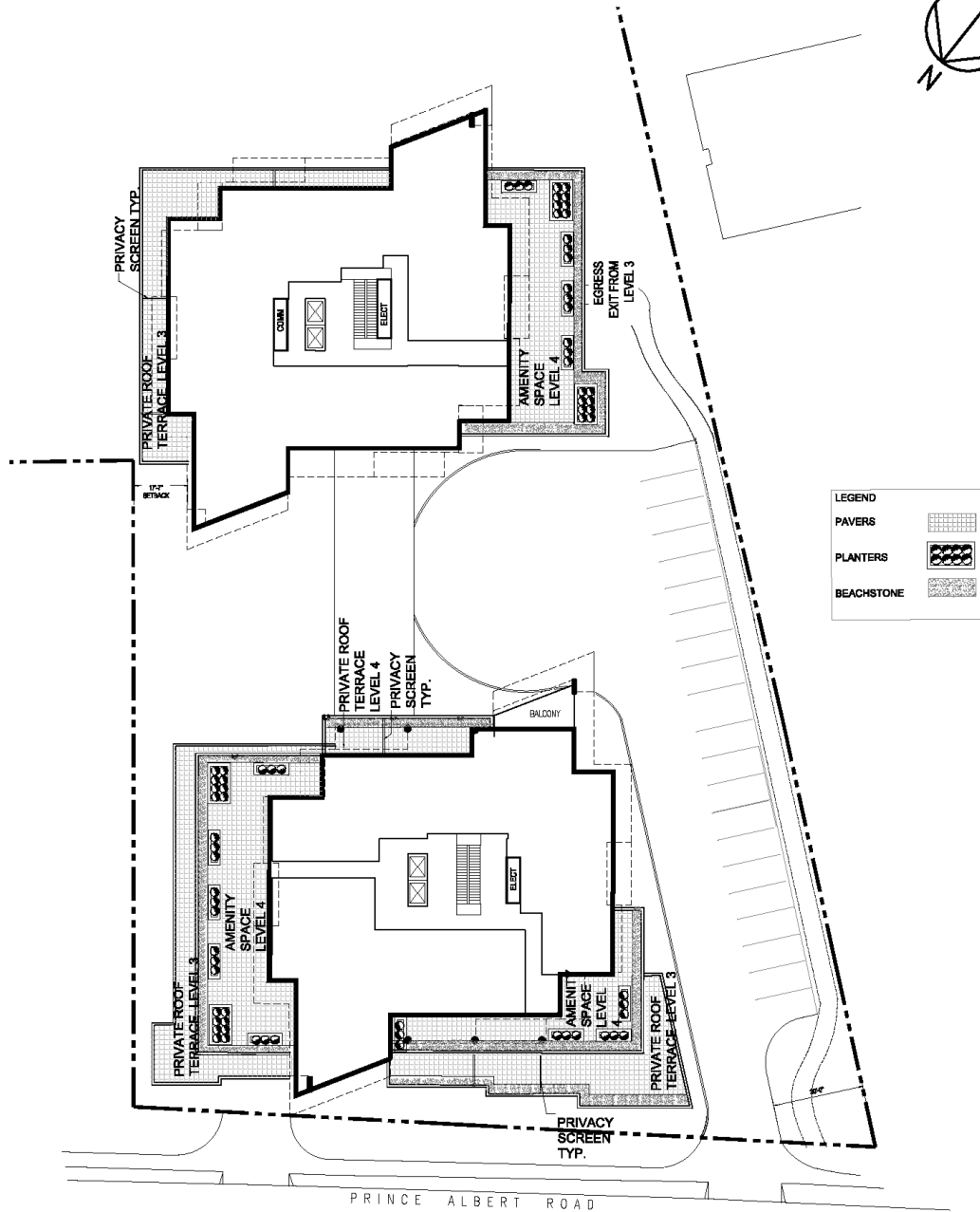
- PROPOSED DECIDUOUS TREES
- PROPOSED CONIFEROUS TREES
- PROPOSED SHRUBS
- CONC. WALKWAY
- ASPHALT WALKWAY
- PRECAST CONC. PAVERS
- AREAS TO BE SODDED
- AREAS TO BE SEEDED
- PROPOSED BEACH STONE

Gordon Ratcliffe
LANDscape ARCHITECTS
 2055 Route 329, RR #1
 HUBBARDS, NOVA SCOTIA
 CANADA, B0J 1T0
 TEL: (902) 478 - 3683
 FAX: (902) 857 - 1108
 gria@eastlink.ca

TWIN LAKES RE-DESIGN
 Two Residential Towers with Tower A ground floor commercial
 Prince Albert Rd, Dartmouth NS

May 2020

SCHEDULE K - LANDSCAPE PLAN - LEVEL 3 AND 4



LEGEND	
PAVERS	
PLANTERS	
BEACHSTONE	

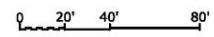
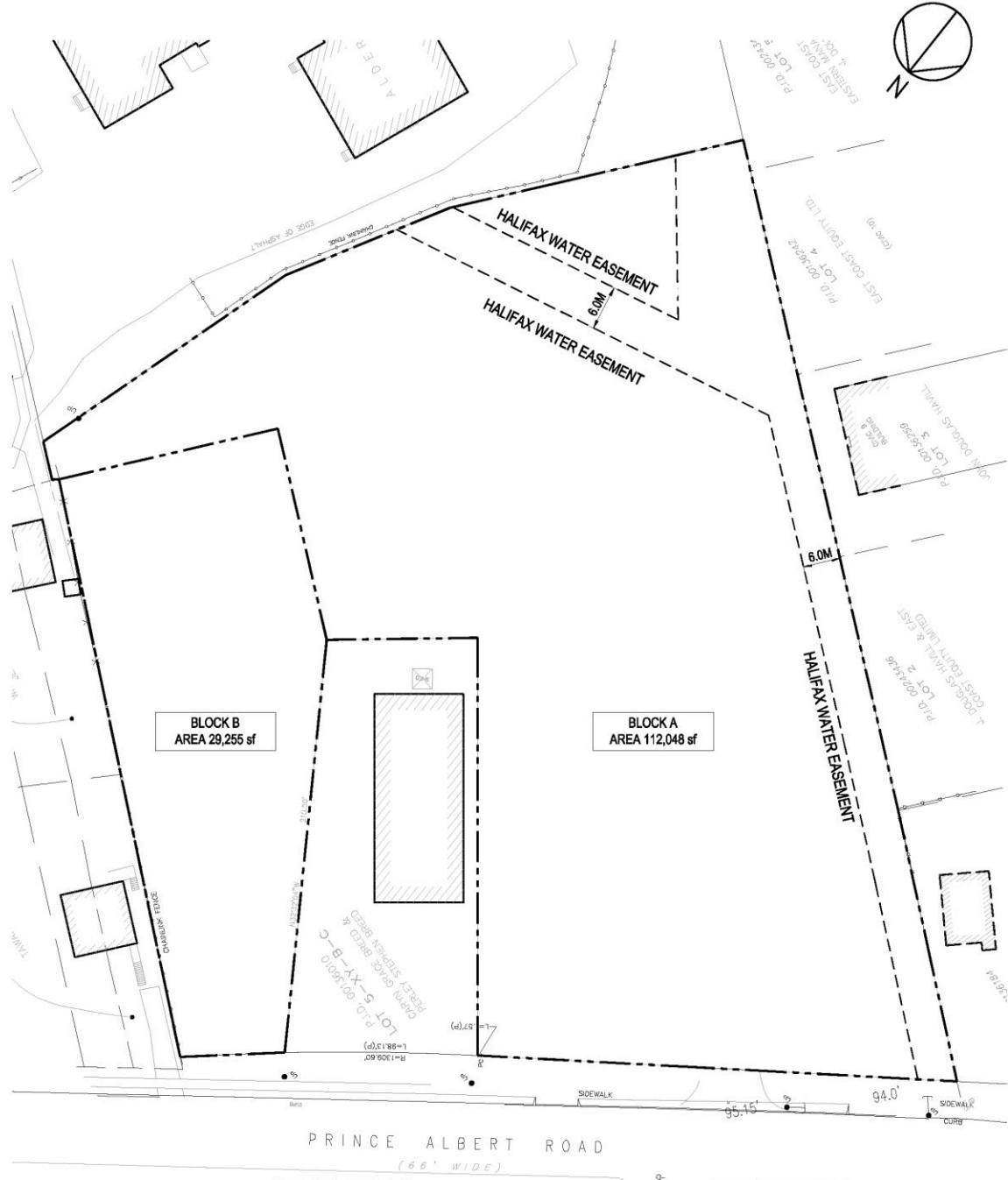


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TWIN LAKES RE-DESIGN
 Two Residential Towers with Tower A ground floor commercial
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May 2020

SCHEDULE L - CONCEPTUAL SUBDIVISION PLAN



TWIN LAKES RE-DESIGN
Two Residential Towers with Tower A ground floor commercial
 Prince Albert Rd, Dartmouth NS

May 2020

TWIN LAKES DEVELOPMENT LIMITED,
a body corporate, in the Province of Nova Scotia

OF THE FIRST PART

-and-

ASSOCIATION OF NOVA SCOTIA LAND SURVEYORS,
a body corporate, in the Province of Nova Scotia

OF THE SECOND PART

-and-

ROBERT YUILLE,
carrying on business as R&R Real Estate,
of Dartmouth, Nova Scotia
(hereinafter collectively called the "Developers")

OF THE THIRD PART

-and-

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

OF THE FOURTH PART

DEVELOPMENT AGREEMENT
