

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

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

(Instrument code: 451)

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

Registration district:	Halifax	For Office Use	
Submitter's user number:	18120	HALIFAX COUNTY LAND REGISTRATION OFFICE I certify that this document was registered or recorded as shown here. Kim MacKay, Registrar 120158473 Document# 02 22 2022 MM DD YYYY LR <input checked="" type="checkbox"/> ROD <input type="checkbox"/> 13:24CG Time	
Submitter's name:	Peter D. Stanhope		
In the matter of Parcel Identification Number (PID)			
PID 41054339	PID 66936		
PID 44792			

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

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

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

Additional information (check appropriate boxes, if applicable):

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

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

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

OR

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

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

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

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

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

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

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

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

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

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

Instrument type	Agreement Re Use of Land
Interest holder and type to be removed (if applicable)	n/a
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality – Party to Agreement
Mailing address of interest holder to be added (if applicable)	PO Box 1749 Halifax, Nova Scotia B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	n/a

Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	
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The following recorded interests are to be added and/or removed in the parcel register:

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

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	
Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	

The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

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

Certificate of Legal Effect:

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

Dated at Dartmouth, in the County of Halifax, Province of Nova

the 10 day of December, 2021.



Signature of authorized lawyer

Name: Peter D. Stanhope

Address: BOYNECLARKE LLP
P.O. Box 876 Dartmouth Main
Halifax Regional Municipality
NS B2Y 3Z5

Phone: (902) 460-3448

E-mail: pstanhope@boyneclarke.ca

Fax: (902) 463-7500

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

THIS AGREEMENT made this 10 day of February, 2022

BETWEEN:

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

OF THE FIRST PART

- and -

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

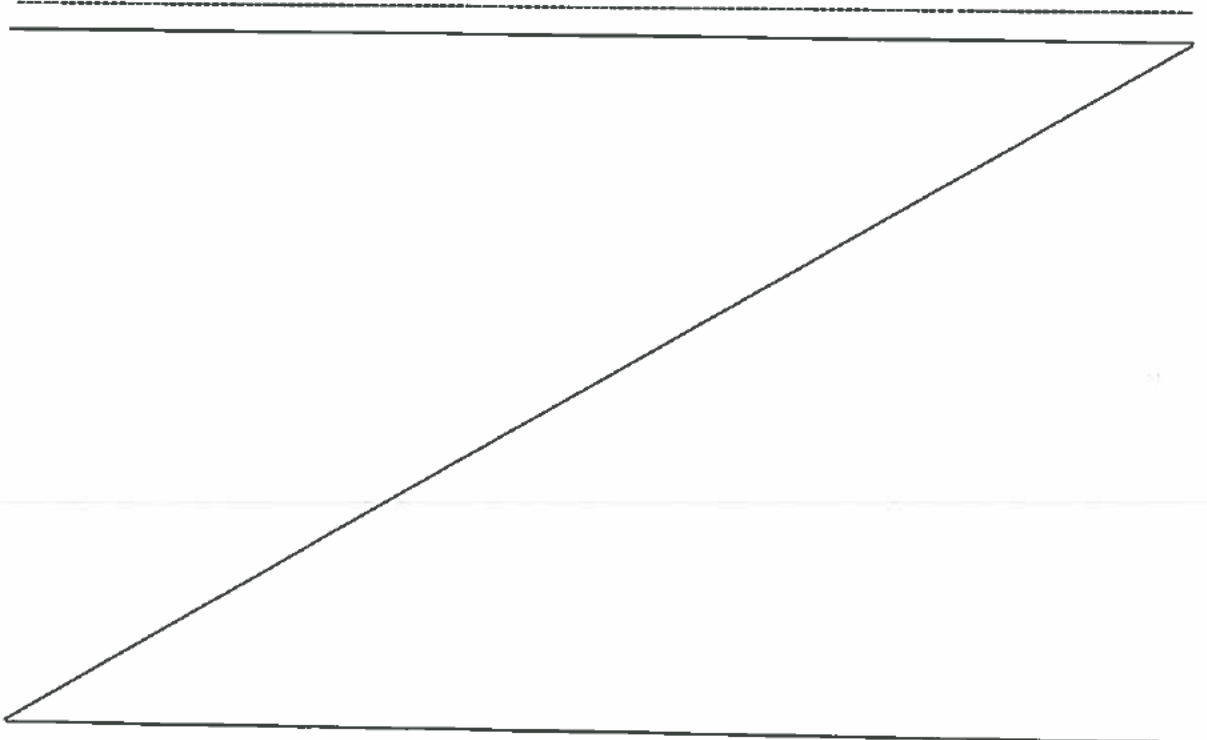
OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 18 Rosedale Drive and 24 Rosedale Drive, Dartmouth 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 mixed use development having 9 storey and 11 storey buildings connected by common private amenity space on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 10.25 of the Regional Centre Secondary Municipal Planning Strategy, and Policies IP-1(c) and IP-5 of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East Marine Drive Community Council approved this request at a meeting held on September 2, 2021, referenced as Municipal Case 21584;

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



PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

- 1.2.2 Variances to the requirements of the Dartmouth Land Use By-law shall not be permitted.

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 applicable Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

1.7 Lands

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

(a) "Class "A" Bicycle Parking" means each parking space shall:

- (i) have a minimum door opening of 0.6m, be no less than 1.8m long and 1.2m in height, with an aisle width of not less than 1.5m. Bicycle rooms and cages for the storage of multiple bicycles shall contain Class B racks so that individual bicycles are supported; and
- (ii) not be located beyond 200m from an entrance.

(b) "Class "B" Bicycle Parking" means each parking space shall:

- (i) be a minimum of 0.6m wide and 1.8m long;
- (ii) have a minimum overhead clearance of 2.0m;
- (iii) be located a minimum of 0.6m from any wall or other obstruction;
- (iv) be provided with an aisle of not less than 1.2m in width, to be provided and maintained beside or between each row of bicycle parking;
- (v) be located no more than 15m from an entrance. Where there are shelters such as building awnings or overhangs or special purpose-designed shelters that protect bicycles from the elements, bicycle parking may be located up to 30m from an entrance; and
- (vi) be located at ground level and visible to passers-by or building security personnel. Where not immediately visible to passers-by, directional signage shall be provided.

(c) "Food Stores" means a retail establishment with at least 200 square metres of floor area that primarily sells food, including the accessory sale of food being prepared on-site, and that may also sell other convenience and household goods, but excluding a farmers' market use.

(d) "Local Office" means premises in which a person transacts the affairs of a business, profession, service, industry, or government, excluding a home office or a home occupation.

(e) "Personal Service Shops" means services for the needs of individuals or pets, such as grooming and haircutting, tailoring and shoe repair, tattooing, depots for collecting dry cleaning and laundry, laundromats, warming and cooling centres, food banks, soup kitchens, drop-in centres, funeral homes, and the retail sale of products accessory to any service provided. Veterinary facilities, kennels, pet daycare uses and crematoria are not considered a personal service use.

- (f) "Restaurant" means a building or part of a building wherein food is prepared and offered for sale to the public primarily for consumption within the building and may include a take-out area. A full-service restaurant is characterized by the provision of table service, including buffet service and may also be licensed to serve alcoholic beverages.
- (g) "Setback" means a required distance between a lot line and the nearest exterior wall of a building.
- (h) "Streetline" means a lot line that divides a lot from a street or private road.
- (i) "Streetwall" means the wall of a building or portion of a wall of a building facing a streetline below the height of a specified stepback or angular plane, that does not include minor recesses for elements for such elements as doorways or intrusions such as bay windows.
- (j) "Streetwall height" means the vertical distance between the established street line grade and the highest point of the top of the streetwall, extending across the width of the streetwall.
- (k) "Streetwall setback" means the required distance between the streetwall and the streetline.
- (l) "Stepback" means a specified horizontal recess from the front edge of the top of a streetwall.
- (m) "Tower width" means the total horizontal distance between the outermost edges of the building wall or walls facing a street and does not include balconies.
- (n) "Retail Use" means premises used for the selling or renting of merchandise, including second-hand goods, directly to consumers.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Municipal Case 21584:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan (Revised)
Schedule C	Landscape Plan (Revised)
Schedule D	Parking Level 1 (Revised)
Schedule E	Main Level (Revised)
Schedule F	Building A: Level 5 Amenity Space (Revised)
Schedule G	Building A: Hester Street Elevation
Schedule H	Building A: Fraser Street Elevation
Schedule I	Building A: Rosedale Drive Elevation
Schedule J	Building A: Courtyard Elevation
Schedule K	Building B: Level 6 Amenity Space (Revised)
Schedule L	Building B: Hester Street Elevation (Revised)
Schedule M	Building B: Floral Avenue Elevation (Revised)
Schedule N	Building B: Rosedale Drive Elevation (Revised)
Schedule O	Building B: Courtyard Elevation

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement;
 - (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement; and
 - (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.2 of this Agreement.
- 3.2.2 Prior to the issuance of a Development Permit, the Developer shall submit a final subdivision application, in accordance with subsection 3.6 of this Agreement. No Development Permit shall be issued until the subdivision application is approved by the Development Officer.
- 3.2.3 Prior to the issuance of the first Municipal Occupancy Permit for the Building, the Developer shall provide the Development Officer written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the Landscape Plan.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 Description of Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) Two multiple unit residential buildings with ground floor commercial referred to as Buildings A and B;
 - (b) Residential units:
 - (i) a maximum of 105 residential dwelling units shall be permitted within Building A;
 - (ii) a maximum of 100 residential dwelling units shall be permitted within Building B; and
 - (iii) notwithstanding 3.3.1(b)(i) and (ii) above each building may increase the total number of units by up to 5% provided that the building mass and form has not changed, and there is no reduction in the parking and amenity space.
 - (c) Main Level uses in Building A and B shall be limited to commercial uses, a residential entrance lobby (having elevator access) and residential units.
 - (d) Main Level commercial use:
 - (i) shall permit food stores, local offices (including public offices), retail, personal service shops and restaurants;
 - (ii) shall be a maximum of 190 square metres of commercial space permitted on the ground floor of Building A;
 - (ii) shall be a maximum of 150 square metres of commercial space permitted on the ground floor of Building B; and
 - (iii) commercial areas shall have frontage at Rosedale Drive or access onto the landscaped courtyard between Buildings A and B; and
 - (iv) uses accessory to any of the foregoing uses.
 - (e) The floors above the Main Level shall only include residential use, indoor and outdoor amenity space and residential accessory uses;

- (f) Landscaped courtyard common amenity space having frontage at Rosedale Drive and extending between Buildings A and B;
- (g) Entry plaza and private patios at Floral Avenue;
- (h) Common indoor amenity space:
 - (i) A minimum of 145 square metres of common indoor amenity space shall be provided at Building A;
 - (ii) A minimum of 150 square metres of common indoor amenity space shall be provided at Building B; and
 - (iii) notwithstanding 3.3.1(h)(i) and (ii) above the common indoor amenity space area provided in each building may be reduced by up to 5%.
- (i) Rooftop amenity space:
 - (i) A minimum of 1100 square metres of common rooftop amenity space shall be provided at Building A on Level 4 and Level 5, and any amenity space shall be a minimum of 40 square metres;
 - (ii) A minimum of 340 square metres of common rooftop amenity space shall be provided at Building B as shown on Schedule K; and
 - (iii) notwithstanding 3.3.1(j)(i) and (ii) above the rooftop amenity space area provided by each building may be reduced by up to 5%.
- (j) A minimum of 184 parking spaces shall be provided in the below grade parking of the multiple unit buildings. Notwithstanding the provision for a minimum 184 parking spaces this may be increased by a ratio of 1.1% spaces per additional dwelling unit provided under 3.3.1(b)(iii) above.
- (k) Bicycle parking shall be provided at the ratio of 0.5 spaces per dwelling unit with 80% Class A, 20% Class B and shall be located at Parking Level 1. All bicycle parking spaces shall be located on hard surfaces in areas that are visible and well illuminated.

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

3.4 Building Siting, Bulk and Scale

3.4.1 Maximum lot coverage shall be 42%.

3.4.2 The streetwall setbacks of Buildings A and B shall be as generally shown on the Schedules of this agreement.

3.4.3 All portions of Building B above grade be setback:

- (a) a minimum of 14m from the Floral Avenue property line excluding any above grade portions of the underground parking; and
- (b) a minimum of 13m from the Hester Street property line.

3.4.4 Building heights:

- (a) The maximum height of Building A measured from the floor of Level 1 to the top of the roof slab, excluding elevator overruns, parapets, railings and rooftop mechanical, and shall not exceed 29m; and
- (b) The maximum height of Building B measured from the floor of Level 1 to the top of the roof slab, excluding elevator overruns, parapets, railings and rooftop mechanical, shall not exceed 37m.

3.4.5 Streetwall heights:

- (a) the maximum streetwall height of the podium for Building A shall not exceed 11m at the Rosedale Drive elevation; and
- (b) the maximum streetwall height of the podium for Building B shall not exceed 14m at the Rosedale Drive elevation.

- 3.4.6 The stepback from the top front edge of the streetwall to the façade of Building A shall be a minimum of 3m.
- 3.4.7 The portion of Building B closest to the Floral Street property line shall be a maximum height of 14m. Portions of the building above 14m shall be stepped back a minimum of 2m before reaching its allowable maximum height.
- 3.4.8 The maximum tower width of Building A:
(a) at the Rosedale Drive and Hester Street facing elevations shall not exceed 36m; and
(b) at the Fraser Street and courtyard facing elevations shall not exceed 23m.
- 3.4.9 The maximum tower width of Building B:
(a) at the Rosedale Drive and Hester Street facing elevations shall not exceed 42m; and
(b) at the Floral Street and courtyard facing elevations shall not exceed 20m.
- 3.4.10 The Development Officer may permit a 5 % increase to the provisions identified in Subsections 3.4.3, 3.4.4 and 3.4.5 provided the intent and all other specific provisions of this Agreement have been adhered to; and
- 3.4.11 Where 0.0m setbacks are permitted, they are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws. Any excavation, construction or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

3.5 Architectural Requirements

- 3.5.1 The main entrances to building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer. At least one main entrance into retail space of both Building A and Building B shall face Rosedale Drive. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.5.2 The façades facing Rosedale Drive, Floral Avenue, Hester Street and Fraser Street shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.5.3 Any exposed architectural concrete or foundation in excess of 0.15m in height and 1.0 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.
- 3.5.4 Exterior building materials shall not include vinyl siding.
- 3.5.5 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.
- 3.5.6 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design. This shall exclude individual residential mechanical systems.

- 3.5.7 The first floor façades of buildings where ground floor commercial uses are present shall be a minimum 50% windows, glass doors or clear glazing to provide views of the interior of the building.
- 3.5.8 Fixed or retractable awnings shall be permitted at ground floor levels.
- 3.5.9 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.
- 3.5.10 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 long facades to provide shelter and encourage pedestrian movement.

3.6 Subdivision of the Lands

- 3.6.1 Subdivision applications shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law and the Development Officer shall grant subdivision approval subject to and in accordance with the following terms and conditions:
- (a) No Development Permit shall be issued until the Subdivision is approved; and
 - (b) A subdivision plan shall consolidate the properties so that that Buildings A and B are on one lot.

3.7 Parking, Circulation and Access

- 3.7.1 The below grade parking area shall be accessed as shown on Schedules D and E.
- 3.7.2 The below grade parking area shall provide a minimum of 184 parking spaces.

3.8 Outdoor Lighting

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

3.9 Landscaping

- 3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition). All landscape construction on the site shall conform to the Canadian Landscape Standard.
- 3.9.2 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the Landscape Plan shown on Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member of Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.9.3 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.4 Notwithstanding Subsection 3.2.3, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian

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

3.10 Maintenance

3.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the buildings, fencing, walkways, recreational amenities, parking areas and driveways, 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 of walkways and driveways.

3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.

3.11 Signs

3.11.1 The sign requirements shall be accordance with the applicable Land Use By-law as amended from time to time.

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

3.12 Temporary Construction Building

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

3.13 Screening

3.13.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street and residential properties along the west-south-westerly property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.13.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and not visible from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street or incorporated in to the architectural treatments and roof structure.

3.13.3 Any mechanical equipment shall be screened from view from Rosedale Drive, Floral Avenue, Hester Street and Fraser Street with details such as a combination of fencing and landscaping elements.

3.14 Hours of Operation

3.14.1 The commercial uses shall be permitted to operate between the hours of 7:00 am and 11:00 pm seven days of the week.

- 3.14.2 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 10:00pm.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

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

4.2 Off-Site Disturbance

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

4.3 Undergrounding Services

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

4.4 Solid Waste Facilities

- 4.4.1 The building shall include designated space for five (5) 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.
- 4.4.2 Refuse containers and waste compactors shall be confined to the loading areas of each building and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.4.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

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

5.2 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

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

5.3 Archaeological Monitoring and Protection

- 5.3.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.4 Sulphide Bearing Materials

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

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:
 - (a) Changes to increase the maximum number of dwelling units permitted;
 - (b) A reduction of the minimum area of common indoor amenity or rooftop amenity space required;
 - (c) A decrease in the minimum number of parking spaces required as detailed in Section 3.3;
 - (d) Minor changes to the architectural requirements as shown on the attached Schedules or as detailed in Section 3.5;
 - (e) Minor changes to the below grade and above grade setbacks to Buildings A and B and horizontal positioning of the building;
 - (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
 - (g) The length of time for the completion of the development as identified in Section 7.4.4 of this Agreement.

6.2 Substantive Amendments

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

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by 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 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 issuance of a construction permit for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 if the Municipality receives a written request from the Developer prior to the expiry of the commencement of development time period.

7.4 Completion of Development

- 7.4.1 Upon the completion of the whole development, 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 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.
- 7.4.3 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, 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 have been completed, discharge this Agreement and apply appropriate zoning pursuant to the applicable Municipal Planning Strategy and Land Use By-law, as may be amended from time to time.

7.4.4 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 Developer fails to complete the development after six (6) 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.

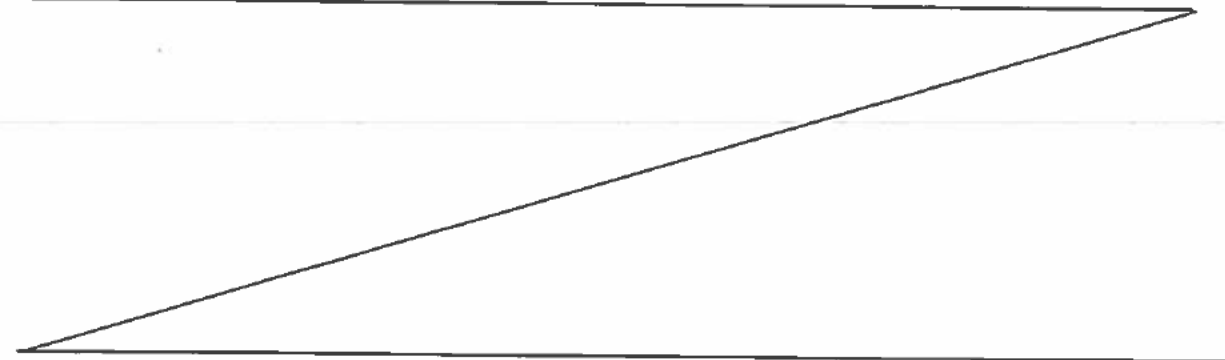
PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, then in each such case:

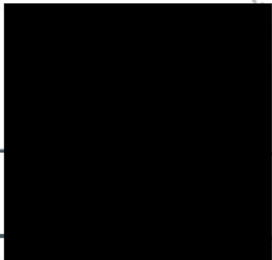
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation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

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

SIGNED, SEALED AND DELIVERED in the presence of:

Witness  _____

ROSEDALE INVESTMENTS LIMITED


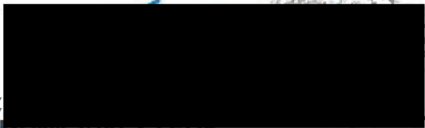
 _____
Per: _____
Name: _____
Position: President



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

 _____
 _____

HALIFAX REGIONAL MUNICIPALITY

 _____
Per: _____
MAYOR
 _____
Per: _____
MUNICIPAL CLERK



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 16 day of December, A.D. 2021, before me, [REDACTED] personally came and appeared [REDACTED] a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that ROSEDA [REDACTED] of the parties thereto, signed, sealed and delivered the same in his

[REDACTED]
A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 10th day of Feb, A.D. 2022, before me, the subscriber personally came and appeared [REDACTED] the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Iain MacLean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

[REDACTED]
A Commissioner of the Supreme Court
of Nova Scotia

LESLIE NEATE
A Commissioner of the
Supreme Court of Nova Scotia

PID 41054339

Municipality/County: Halifax

Designation of Parcel on Plan: Lot 8

Registration County: Halifax

Registration Reference of Plan: Plan No. 6404 Drawer 84

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax as plan number 6404 Drawer 84

PID 00066936

ALL that certain lot of land on the western side of Rosedale Drive in the City of Dartmouth, Province of Nova Scotia shown on a plan, Servant Dunbrack & McKenzie Ltd., Plan Number 3-531 showing Proposed Development, Rosedale Nurseries Limited, Rosedale Drive, signed by Walter E. Servant, N.S.L.S., dated August 28, 1970 and described as follows:

BEGINNING on the western street line of Rosedale Drive at the southeastern corner of Lot B-6;

THENCE South 22 degrees 32 minutes East 208.96 feet along the western street line of Rosedale Drive to the northeastern corner of lands formerly owned by George G. Fraser;

THENCE South 65 degrees 55 minutes 36 seconds West 107.69 feet along the northern boundary of said lands formerly owned by George G. Fraser to the northwestern corner thereof;

THENCE South 67 degrees 07 minutes 54 seconds West 106.19 feet along the northern boundary of Lot 4 to an angle therein;

THENCE South 60 degrees 02 minutes 30 seconds West 65.47 feet along the northern boundary of Lot 4 to the northwestern corner thereof;

THENCE North 34 degrees 35 minutes 30 seconds West 353.4 feet along the northeastern boundary of lands of various owners to the southwestern corner of Lot 8;

THENCE North 68 degrees 45 minutes 48 seconds East 100.16 feet along the southern boundary of Lot 8 to the southeastern corner thereof;

THENCE North 19 degrees 25 minutes West 9.72 feet along the eastern boundary of Lot 8 to its intersection with the southern street line of Floral Avenue;

THENCE North 67 degrees 28 minutes East 50.05 feet along the southern street line of Floral Avenue to the southwestern corner of Lot 9;

THENCE North 65 degrees 30 minutes East 93.96 feet along the southern boundary of Lot 9 to the northwestern corner of Lot B-6;

THENCE South 22 degrees 32 minutes East 135.33 feet along the western boundary of Lot B-6 to the southwestern corner thereof;

THENCE North 67 degrees 28 minutes East 108.0 feet along the southern boundary of Lot B-6 to the place of beginning.

ALL Bearings are referred to Magnetic North for the year 1959.

The description for this parcel originates with a deed dated July 10, 1945, registered in the registration district of Halifax in Book 880 at page 597 and the subdivision is validated by Section 291 of the

Municipal Government Act

PID 00044792

ALL that certain lot, piece and parcel of land situate, lying and being in Dartmouth, in the County of Halifax, Province of Nova Scotia, and more particularly described as follows:

COMMENCING at a point on the east side of Fraser Street distant one hundred and seventy-eight feet, more or less, from the northeast side of Jamieson Street;

THENCE in a north-northwesterly direction following the curve of the east side of Fraser Street until it strikes the most easterly boundary of the property now or formerly of Mrs. M. E. Fraser;

THENCE northerly along the east side of the property now or formerly of Mrs. M. E. Fraser, nineteen feet;

THENCE northwesterly along the east side of the property now or formerly of Mrs. M. E. Fraser, forty-one feet to the lands now or formerly of Rosedale Nurseries Limited;

THENCE easterly along the lands now or formerly of Rosedale Nurseries Limited one hundred and seven point sixty-nine feet to an iron pin;

THENCE S 21 degrees 45 minutes E along the most westerly boundary of Lot A, one hundred and twenty-nine point forty-seven feet;

THENCE northwesterly along the northern boundary of Lot No. 2 as shown on a plan of division of lands of George G. Fraser, dated the 5th of August, A.D., 1955, to the place of commencement;

EXCEPTING OUT all that lot of land being Lot 1-A on Fraser Street, Dartmouth, Nova Scotia, more fully described in a Deed of Conveyance from George E. Fraser to Gaily LeBlanc Construction. Limited, said Deed being dated 15th July, A.D., 1965, recorded in the Registry of Deeds, Halifax, Nova Scotia, in Book 2062, Pg. 354.

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

Compliance:

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

Registration District: HALIFAX COUNTY

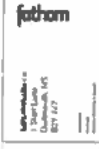
Registration Year: 1974

Book: 2842 Page: 26 Document Number: 47166



Schedule B: Site Plan

NOT FOR CONSTRUCTION



ROSEDALE INVESTMENTS LTD.

1521 ROSEDALE DRIVE
PRO BMS1431
PRO B1143179

SITE PLAN

DATE	1/25/14	PROJECT	PRO BMS1431
SCALE	AS SHOWN	DATE	11-13-14
NO.	50	DS	



Schedule D:
Parking Level 1

3	REISSUE FOR DA	2024-04-27
2	ISSUE FOR DA	2024-02-18
1	ISSUE FOR COUNCIL REVIEW	2023-10-16

REVISIONS

PROJECT
15-24 ROSDALE DRIVE
DEVELOPMENT AGREEMENT
APPLICATION

CLEAN
ROSDALE INVESTMENTS LTD.

SCALE
1/32" = 1'-0"

DATE
2024-04-27

DESIGNED BY
PO

CHECKED
REVIEWED

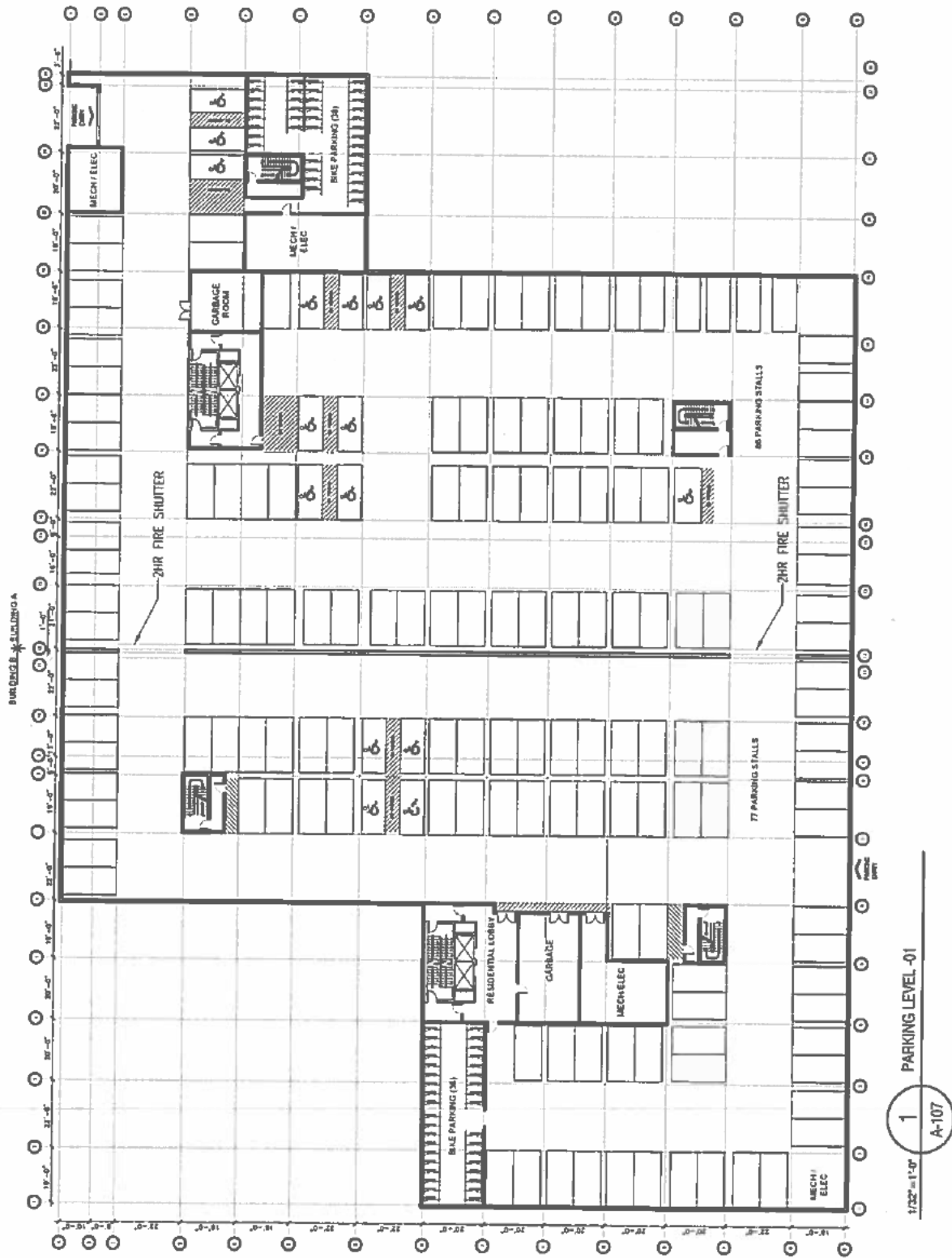
APPROVED
CC CC

SEALED

NOT FOR
CONSTRUCTION

DATE
-01_PARKING_LEVEL

A-107



1 PARKING LEVEL -01

1
A-107

1/32" = 1'-0"

fathomstudio.ca
 1 Starr Lane
 Dartmouth, NS
 B2Y 4V7

Schedule E:
 Main Level

1	RESUME FOR DA	2024-04-07
2	ISSUE FOR DA	2024-02-18
1	ISSUE FOR EXEMPT REVIEW	2024-01-08

REVISORS
 PROJECT
 1627 ROSEDALE DRIVE
 DEVELOPMENT AGREEMENT
 APPLICATION

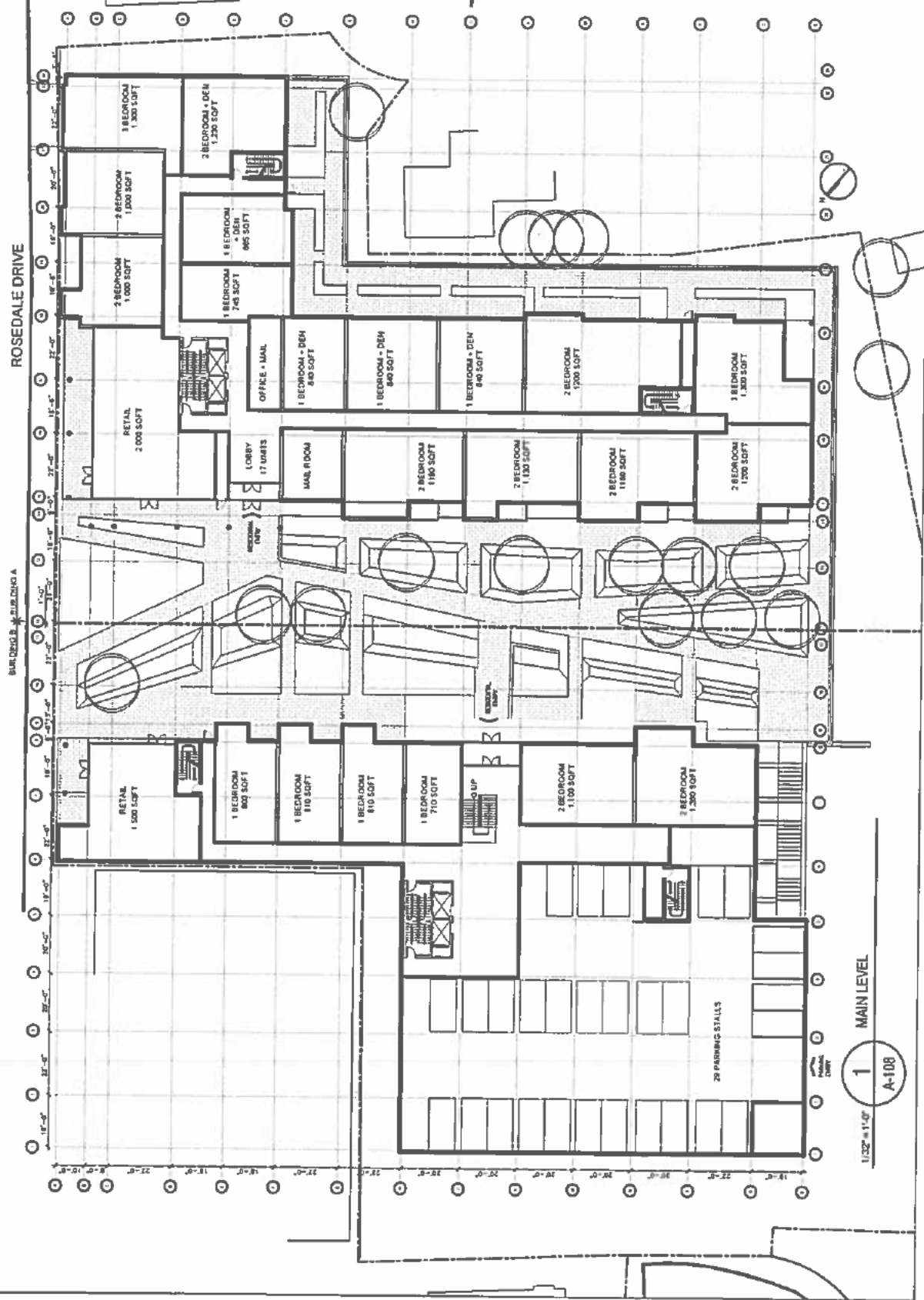
CLIENT
 ROSEDALE INVESTMENTS LTD.

SCALE	DATE
1/32" = 1'-0"	2024-04-07
DRAWN BY	CHECKED
PO	REVIEWED
APPROVED	CC
SEALED	

NOT FOR
 CONSTRUCTION

DRAWING
 MAIN_LEVEL

DATE PLOTTING
 A-108



Schedule F:
Building A -
Level 5

REVIEWS	DATE
3	REISSUE FOR DA 2021-04-07
2	ISSUE FOR DA 2021-02-15
1	ISSUE FOR COUNCIL REVIEW 2021-01-05

PROJECT
14-24 ROSEDALE DRIVE
DEVELOPMENT AGREEMENT
APPLICATION

CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE
1/32" = 1'-0"

DATE
2021-04-07

DRAWN BY
PD

CHECKED
REVIEWED

APPROVED
CC

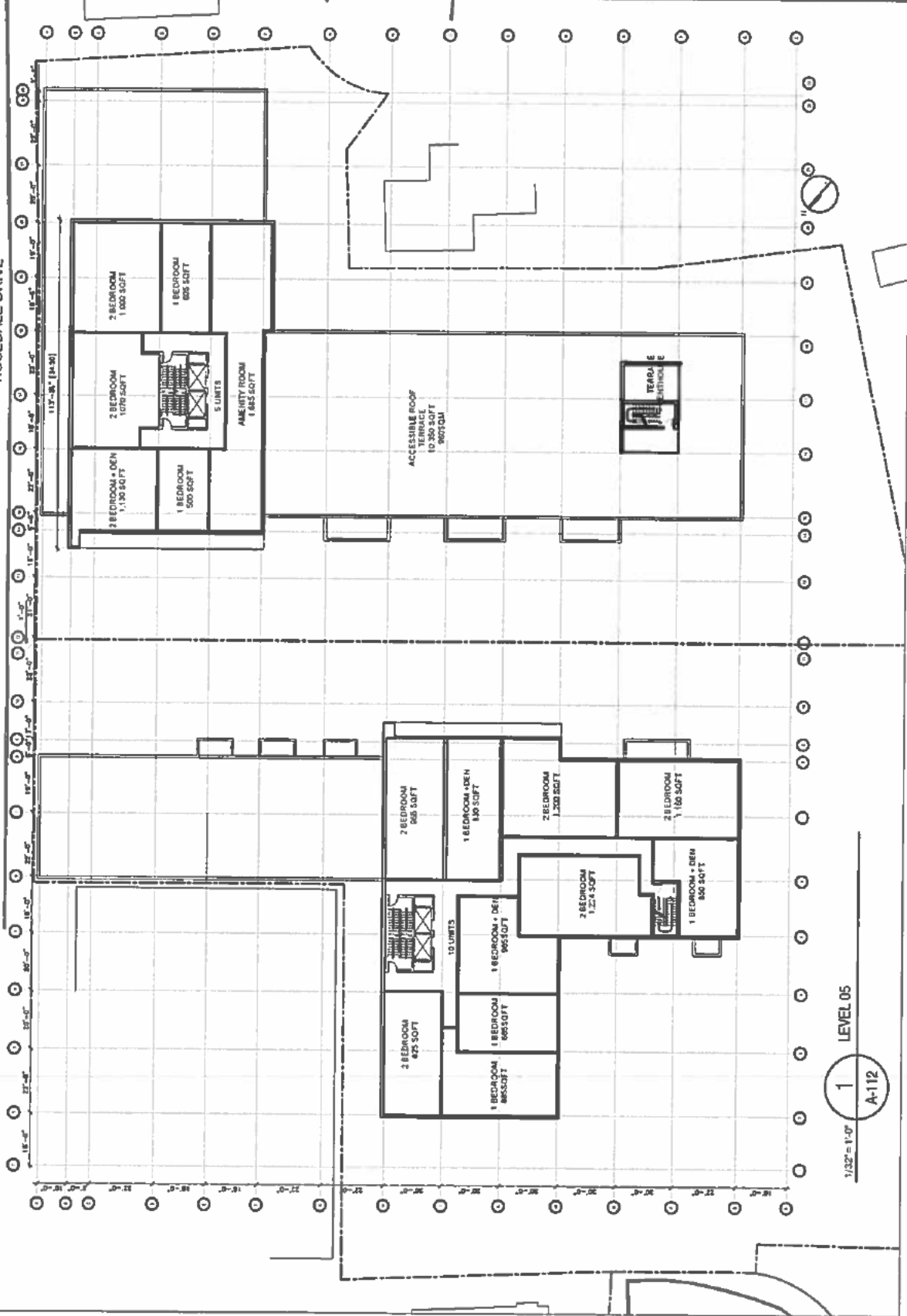
SEAL

NOT FOR
CONSTRUCTION

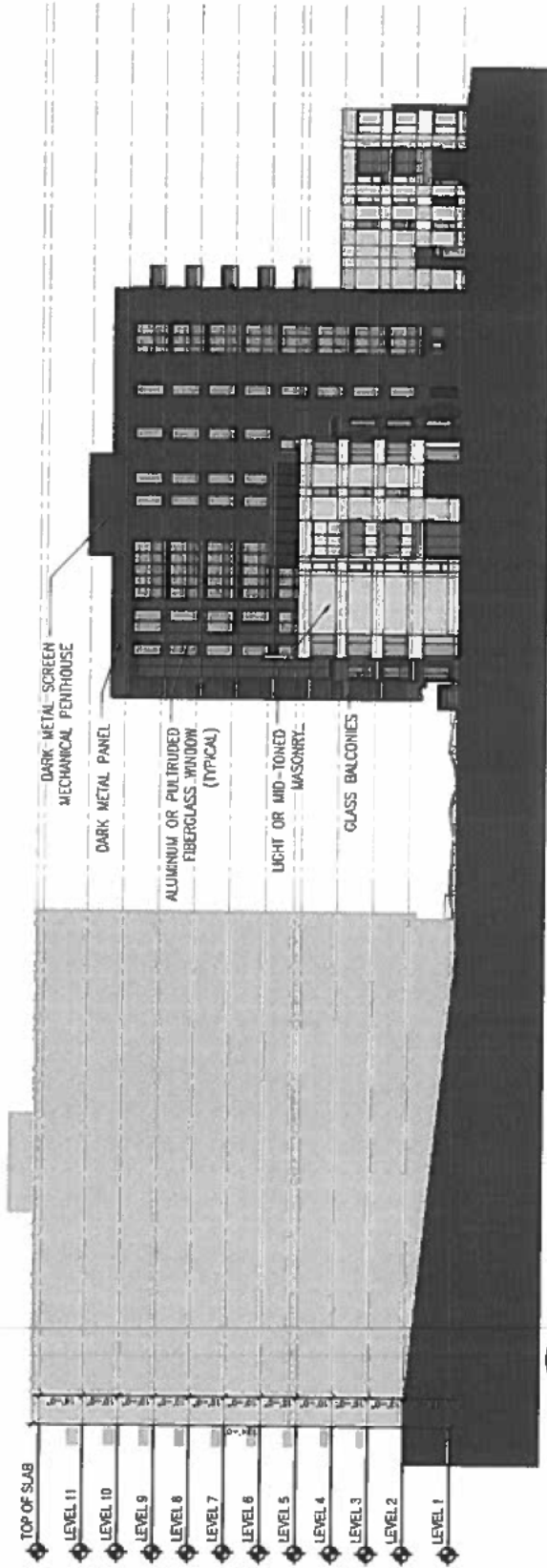
DRAWING
LEVEL_05

A-112


ROSEDALE DRIVE



Schedule G: Building A - Hester Street Elevation

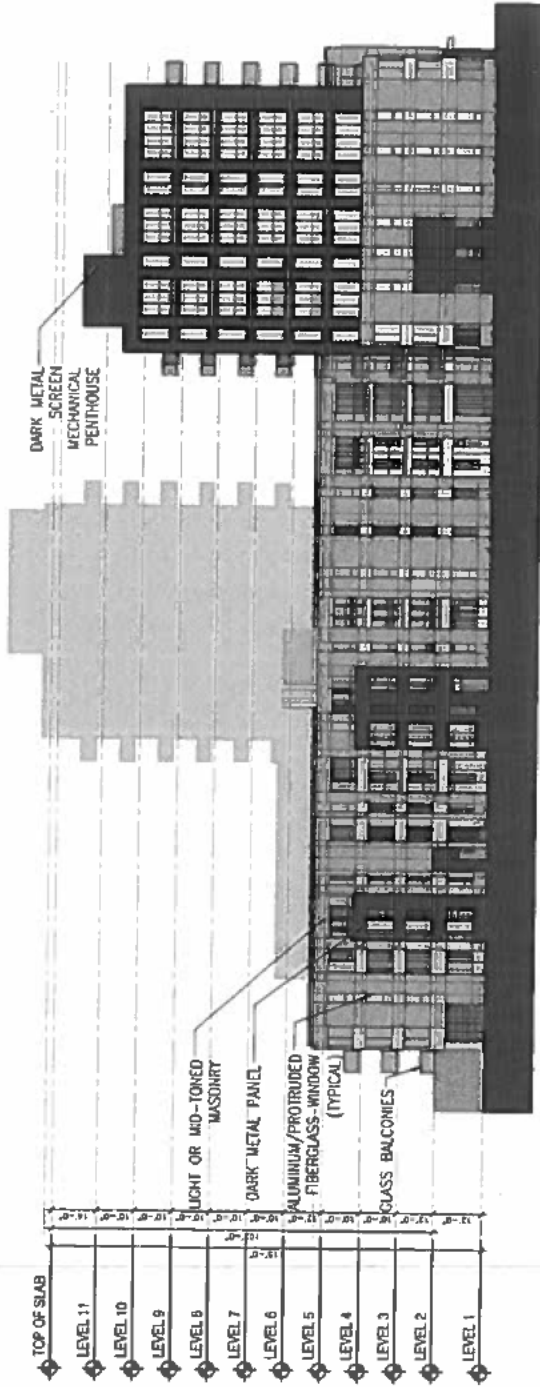


1/32" = 1'-0" **1** BUILDING A - HESTER STREET ELEVATION
A-201

 EKOTICS PLANNING & DESIGN	
18-24 ROSEDALE DRIVE DEVELOPMENT AGREEMENT PLANNING APPLICATION	
ROSEDALE INVESTMENTS LTD.	
SCALE 1/32" = 1'-0"	DATE 2020.03.10
DRAWN BY RV	CHECKED CC
APPROVED CC	REVIEWED CC
NOT FOR CONSTRUCTION	
DRAWING: BUILDING_A_HESTER	
DRAWING NO: A-201	

REV	DESCRIPTION	DATE
06	RE-ISSUE FOR DA SCHEDULE REVISIONS	2020.04.06
05	RE-ISSUE FOR DA APP	2018.02.26
04	ISSUE FOR DA APP	2018.01.17
03	ISSUE FOR REVIEW	2017.12.05
02	ISSUE FOR REVIEW	2017.11.16
01	ISSUE FOR REVIEW	2017.11.06

Schedule H: Building A - Fraser Street Elevation

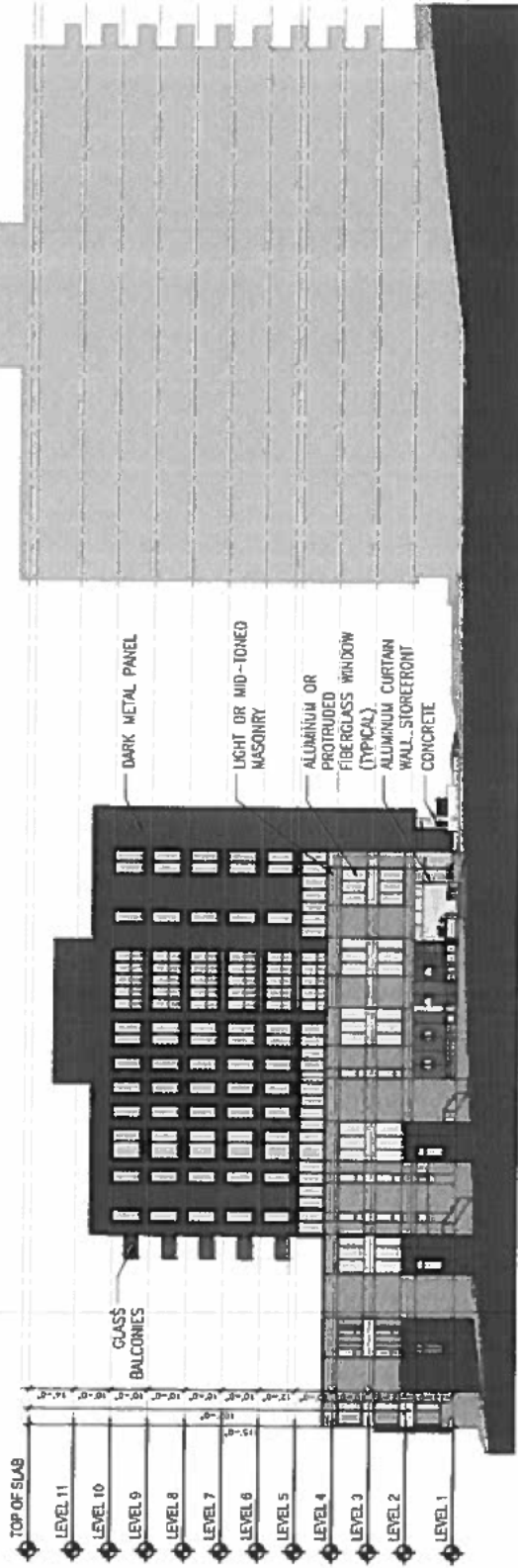


1 BUILDING A- FRASER ST ELEVATION

1/32" = 1'-0"
A-202

		REVISED	
		DATE	DATE
REVISIONS	NO.	RE-ISSUE FOR DA SCHEDULE REVISIONS	2020.04.08
	03	RE-ISSUE FOR DA APP	2019.03.28
	04	ISSUE FOR DA APP	2019.01.17
	03	ISSUE FOR REVIEW	2017.12.05
	02	ISSUE FOR REVIEW	2017.11.16
	01	ISSUE FOR REVIEW	2017.11.09
PROJECT 18-24 ROSEDALE DRIVE DEVELOPMENT AGREEMENT PLANNING APPLICATION			
CLIENT ROSEDALE INVESTMENTS LTD.			
SCALE	DATE	CHECKED	REVIEWED
1/32" = 1'-0"	2020.03.10		
DRAWN BY	RV	APPROVED	CC
NOT FOR CONSTRUCTION			
BUILDING_A_FRASER			
A-202			

Schedule I: Building A - Rosedale Drive Elevation




1 BUILDING A - ROSEDALE DR ELEVATION

1/32" = 1'-0"
A-203

EXOTICS PLANNING & DESIGN	
REV PLAN	
05	RE ISSUE FOR DA SCHEDULE REVISIONS 2020 03 05
06	RE ISSUE FOR DA APP 2019 09 28
04	ISSUE FOR DA APP 2018 01 17
03	ISSUE FOR REVIEW 2017 12 05
02	ISSUE FOR REVIEW 2017 11 16
01	ISSUE FOR REVIEW 2017 11 08
REVISIONS	DATE
PROJECT 18-24 ROSEDALE DRIVE	
DEVELOPMENT AGREEMENT PLANNING APPLICATION	
CLIENT ROSEDALE INVESTMENTS LTD	
SCALE 1/32" = 1'-0"	DATE 2020 03 10
DRAWN BY RV	CHECKED REVIEWED
APPROVED CC	
SEAL	
NOT FOR CONSTRUCTION	
DRAWING BUILDING_A_ROSEDALE	
DRAWING NO A-203	

Schedule J: Building A - Courtyard Elevation



BOSTICS PLANNING & DESIGN

REVISION	
NO.	DATE
05	2020.03.10
04	2019.09.26
03	2018.01.17
02	2017.12.05
01	2017.11.08

PROJECT
18-24 ROSEDALE DRIVE

**DEVELOPMENT AGREEMENT
PLANNING APPLICATION**

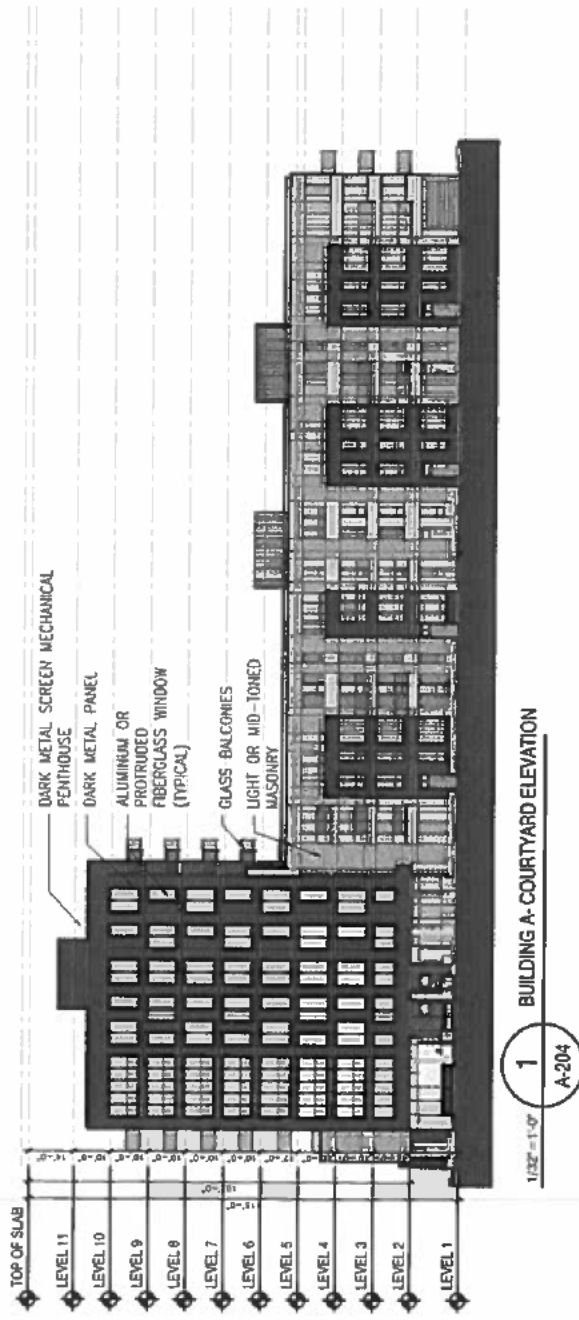
CLIENT
ROSEDALE INVESTMENTS LTD.

SCALE	DATE
1/32" = 1'-0"	2020.03.10
DRAWN BY	CHECKED
RV	REVIEWED
APPROVED	
CC	
SEAL	

NOT FOR
CONSTRUCTION

DRAWING BUILDING_A_COURTYARD

SPACING A-204



fathom
 1 Start Lane
 Portsmouth, NS
 B2Y 4V7

Schedule K:
 Building B - Level 6
 Amenity Space

REV	DESCRIPTION	DATE
3	RESUME FOR DA	2014-07
2	ISSUE FOR DA	2014-01-15
1	ISSUE FOR COUNCIL REVIEW	2013-07-06

PROJECT
 14-11 ROSEDALE DRIVE
 DEVELOPMENT AGREEMENT
 APPLICATION

CLIENT
 ROSEDALE INVESTMENTS LTD.

SCALE	DATE	CHECKED	REVERTED
1/32" = 1'-0"	2014-07		

APPROVALS
 CC
 SEAL

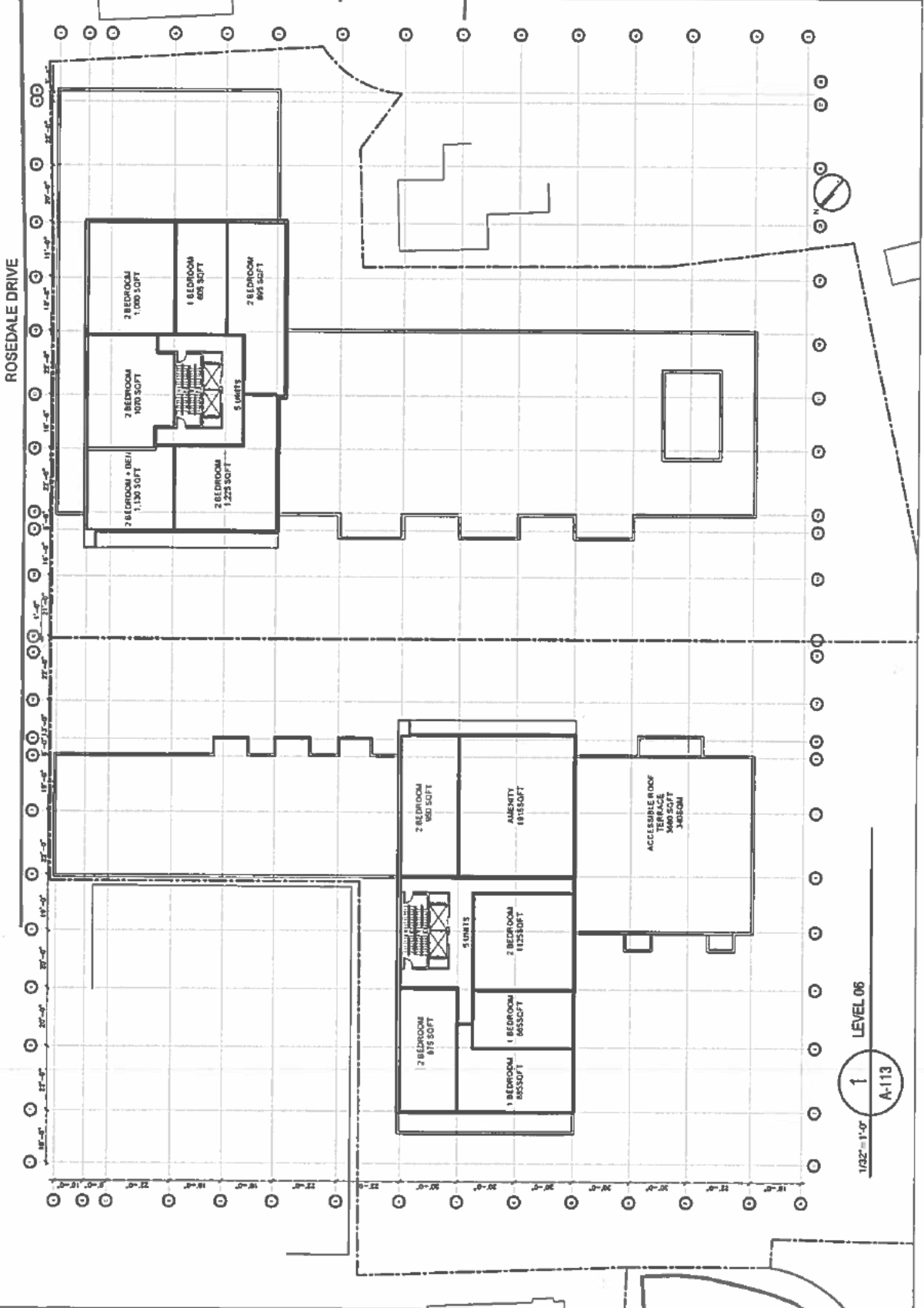
EDUCATING
 LEVEL_06

DATE
 2014-07-06

DATE
 2014-07-06

NOT FOR
 CONSTRUCTION

A-113



1/32" = 1'-0"
 1 LEVEL 06
 A-113



fathomstudio.cs
 1 Starr Lane
 Portsmouth, NH
 B2Y 4V7

**Schedule L:
 Building B Hester
 Street Elevation**

ISSUE FOR IGA	2021 Q3 '16
ISSUE FOR COUNCIL REVIEW	2021 Q1 '16

REVISIONS	DATE
-----------	------

PROJECT
 IN-A-ROSEDALE DRIVE
 DEVELOPMENT AGREEMENT
 APPLICATION

CLIENT
 ROSEDALE INVESTMENTS LTD

SCALE	DATE
1/2"	2021 08-16

DRAWN BY	CHECKED	REVIEWED
PO		

APPROVED	DC
SEAL	

**NOT FOR
 CONSTRUCTION**

DRAWING
 BUILDING_B_HESTER

DRAWING NO
B-201

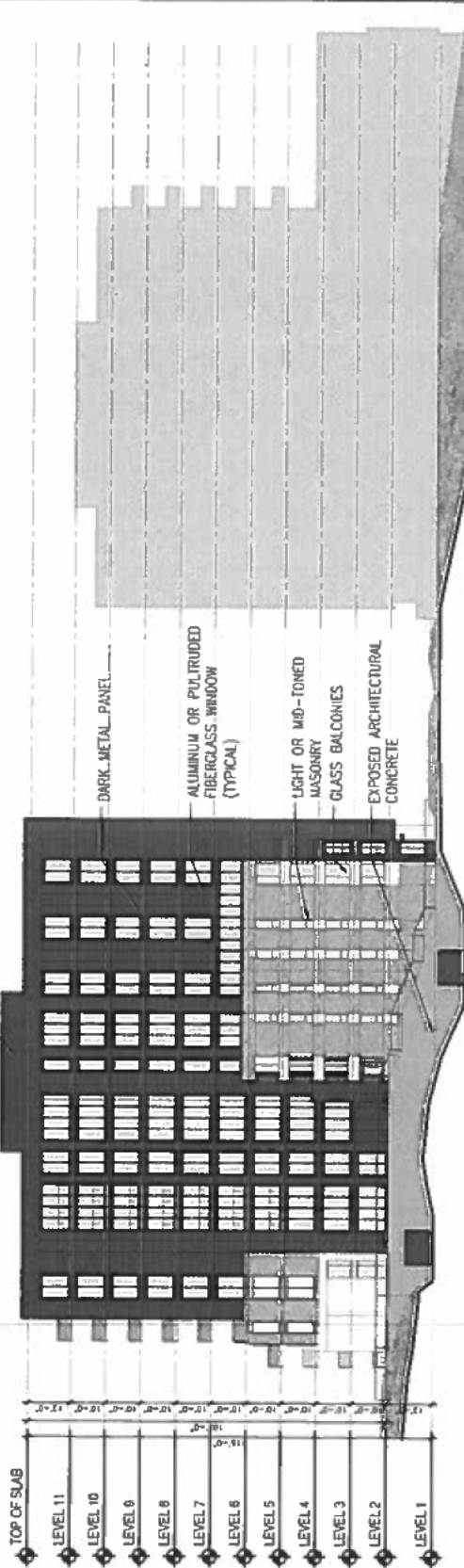
DARK METAL SCREEN
 MECHANICAL PENTHOUSE

DARK METAL PANEL

ALUMINUM OR PULTRUDED
 FIBERGLASS WINDOW
 (TYPICAL)

LIGHT OR MID-TONED
 MASONRY
 GLASS BALCONIES

EXPOSED ARCHITECTURAL
 CONCRETE



1/2" = 1'-0" **1** BUILDING B-HESTER ST ELEVATION

B-201

**Schedule M:
 Building B - Floral
 Avenue Elevation**

NO.	ISSUE FOR QA	2021-02-16	DATE
1	ISSUE FOR COUNCIL REVIEW	2021-01-06	

REVISIONS	DATE
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PROJECT
 18-21 ROSEDALE DRIVE
 DEVELOPMENT AGREEMENT
 APPLICATION

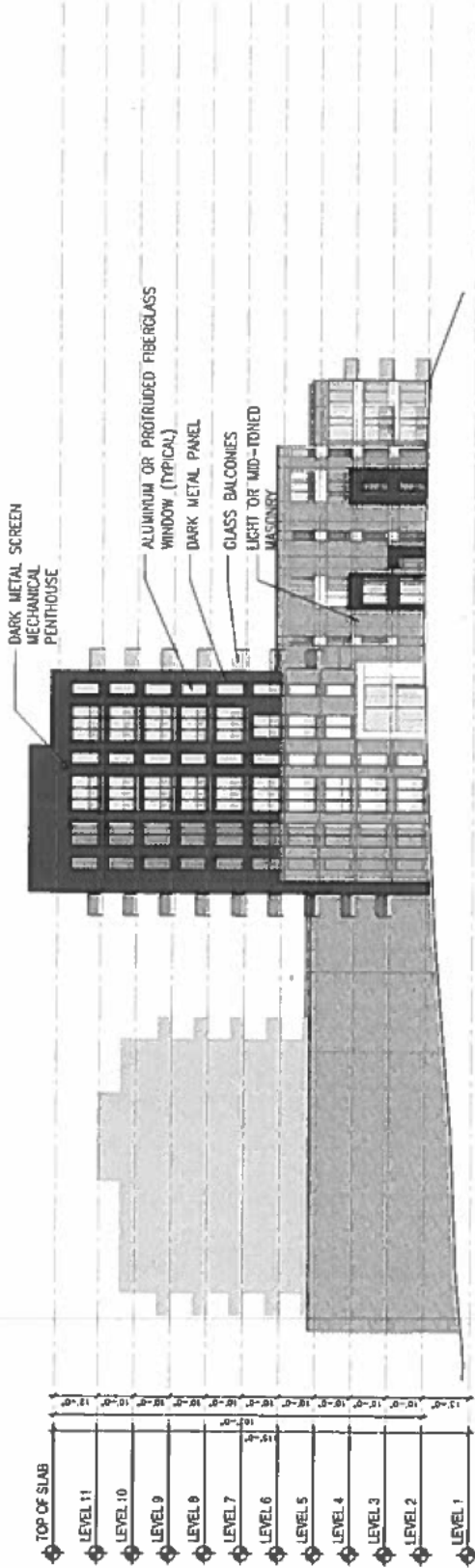
SCALE	DATE
1/32" = 1'-0"	2021-02-16

APPROVED
 CC

**NOT FOR
 CONSTRUCTION**

DRAWING
 BUILDING_B_FLORAL

DRAWING NO
B-202



1/32" = 1'-0" **1** BUILDING B - FLORAL AVE ELEVATION
 B-202

Schedule N: Building
 B - Rosedale Drive
 Elevation

REV	ISSUE FOR CA	DATE
2	ISSUE FOR CA	2021-02-16
1	ISSUE FOR COUNCIL REVIEW	2021-01-06

REVISIONS	DATE

PROJECT
 18-ROSEDALE DRIVE
 DEVELOPMENT AGREEMENT
 APPLICATION

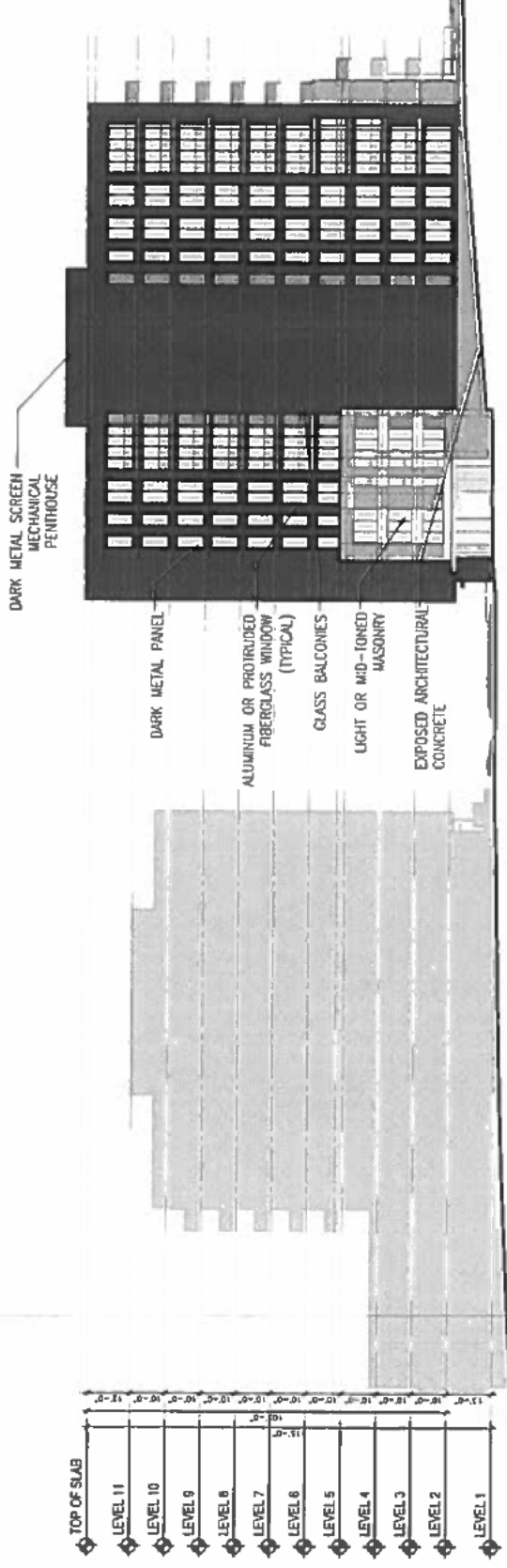
CLIENT
 ROSEDALE INVESTMENTS LTD

SCALE	DATE	APPROVED	DC
1/32" = 1'-0"	2021-02-16		
DRAWN BY	CHECKED	REVIEWED	
PO			

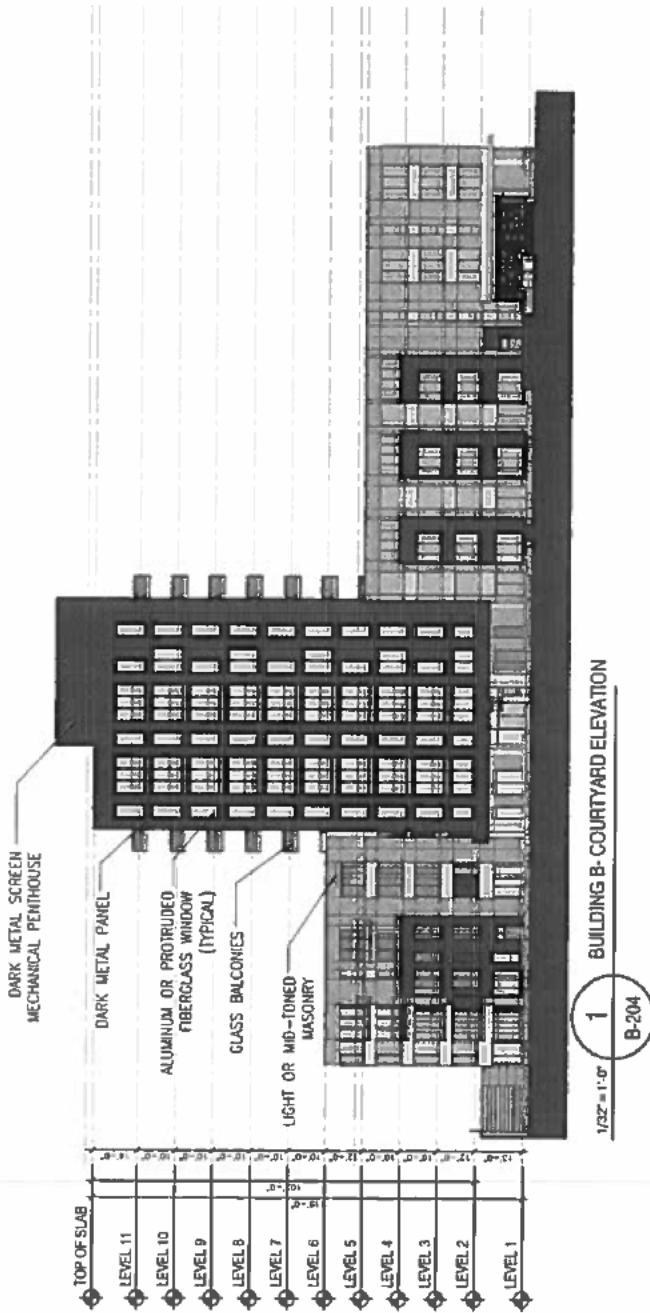
NOT FOR
 CONSTRUCTION

DRAWING
 BUILDING_B.ROSEDALE

DRAWING NO
B-203



Schedule O: Building B Courtyard Elevation



EOSTICS PLANNING & DESIGN		
REVISION		
05	RE-ISSUE FOR DA SCHEDULE REVISIONS	2016 04 06
05	RE-ISSUE FOR DA AP	2016 03 26
04	ISSUE FOR DA AP	2016 11 17
03	ISSUE FOR REVIEW #	2017 12 06
02	ISSUE FOR REVIEW	2017 11 16
01	ISSUE FOR REVIEW	2017 11 08
REVISIONS		DATE
PROJECT 18-24 ROSEDALE DRIVE		
DEVELOPMENT AGREEMENT PLANNING APPLICATION		
CLIENT ROSEDALE INVESTMENTS LTD.		
SCALE	DATE	2018 01 11
1/32" = 1'-0"	CHECKED	REVIEWED
RV		
APPROVED	CC	
SEA		
NOT FOR CONSTRUCTION		
DRAWING BUILDING_B_COURTYARD		
DRAWING NO. B-204		

ROSEDALE INVESTMENTS LIMITED

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

DEVELOPMENT AGREEMENT

RETURN TO:

HRM Planning and Development
Alderney Gate, 2nd Floor
PO Box 1749
Halifax, NS B3J 3A5

MAINTAINED (LR)
SCANNED
RC

[Handwritten signature]