

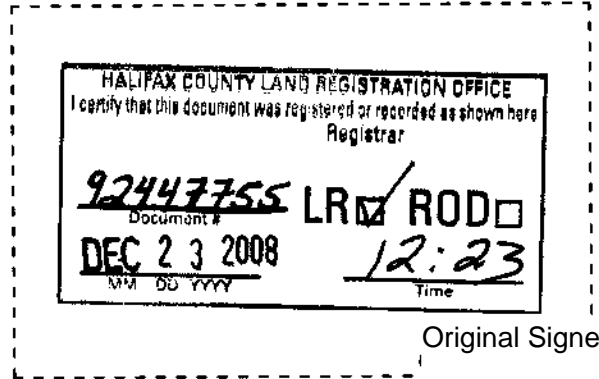
Form 24

Purpose: to request or direct a revision of title and Certificate of Legal Effect

FFor Office Use

28.

Registration district:	Halifax
Submitter's user number:	3801
Submitter's name:	David A. Reid



In the matter of Parcel Identification Number (PID)

PID	00406850
PID	00407635

(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)
- This Form 24 creates or is part of a subdivision or consolidation
-

TAKE NOTICE THAT a revision of the registration of the above-noted parcel(s), is hereby requested or directed, as set out below.

AND FURTHER TAKE NOTICE THAT the attached document is signed by attorney for a person under a power of attorney, and the power of attorney is (select one or more)

- recorded in the attorney roll
- recorded in the parcel register
- incorporated in the document
- no power of attorney applies to this document

The following burdens are to be added and/or removed in the parcels registration:

Instrument type	Agreement
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 (Burden)
Mailing address of interest holder to be added (if applicable)	PO Box 1749 Halifax, NS B3J 3A5

April 3, 2007

/11672/27/1017034v1

Reference to related instrument in names-based roll/parcel register (if applicable)	N/A
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	N/A

Certificate of Legal Effect:

I certify that it is appropriate to make the above-noted changes to the parcel register(s) for the indicated PIDs.

Certified at Halifax, in the County of Halifax, Province of Nova Scotia, on November ²², 2008.

Original Signed

Signature of authorized lawyer

Name David A. Reid

Address 1100-1959 Upper Water Street
PO Box 2380 Central
Halifax, NS B3J 3N2

Phone 902-421-6262

Email: dreid@coxandpalmer.com

Fax: 902-421-3130

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

April 3, 2007

/11672/27/1017034v1

THIS AGREEMENT made this *26* day of *November*, 2008,

BETWEEN:

JEHAD KHOURY HOLDINGS LTD.

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

APPROVED
AS TO FORM
Original Signed

Municipal Solicitor

- and -

OF THE FIRST PART

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 1200 and 1216 Cole Harbour Road (PID#'s 00407635 and 00406850), Cole Harbour 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 1,858 square metres (20,000 square feet) commercial building on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policies CC-3, CC-6 and IM-11 of the Cole Harbour/ Westphal Municipal Planning Strategy;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on September 10, 2008, referenced as Municipal Case Number 01083;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development and use of the Lands shall comply with the requirements of the Cole Harbour/ Westphal Land Use By-law and the Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM 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.

1.4 Conflict

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.

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed

under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands.

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 All words unless otherwise specifically defined herein shall be as defined in the Cole Harbour/Westphal Land Use By-law and Subdivision By-law.

PART 3: USE OF LANDS 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, is in conformance with the Schedules attached to this Agreement:

The schedules are:

Schedule A	Legal Description of the Lands;
Schedule B	Site Plan;
Schedule C	Landscaping Plan;
Schedule D	Building Elevations;
Schedule E	Erosion and Sedimentation Control Plan (Guidelines); and
Schedule F	Site Grading Plan.

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of any municipal permits, the Developer shall complete the MICI (Multi-unit/ Industrial/ Commercial/ Institutional) process.

3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Lighting Plan in accordance with Section 3.6 of this Agreement;
- (b) Landscaping Plan in accordance with Section 3.7 of this Agreement;
- (c) Grading Plan with existing and proposed grades in accordance with Part 5 of this Agreement; and
- (d) Subdivision plan that shows the lot consolidation.

3.2.3 Prior to the issuance of a Development Permit, a Grading Plan with existing and proposed grades shall be provided to the Development Office, in accordance with Part 5 of this Agreement.

3.2.4 Prior to the issuance of a Municipal Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:

- (a) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to Part 5 of this Agreement;
- (b) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Part 5 of this Agreement; and
- (c) 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 Section 3.7 of this Agreement.

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

3.3 GENERAL DESCRIPTION OF LAND USE

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- (a) A 1,858 square metres (20,000 square feet) commercial building; and
- (b) Any uses permitted within the existing zone applied to the Lands subject to the provisions contained within the Cole Harbour/ Westphal Land Use By-law as amended from time to time.

3.4 SITING AND ARCHITECTURAL REQUIREMENTS

3.4.1 The Developer agrees that the building constructed on the Lands shall generally comply with Schedule B.

3.4.2 The building shall be constructed with low flow fixtures throughout, including but not limited to low flow shower heads, low flow faucet aerators and ultra low flow insulated toilets.

3.4.3 The façades facing Cole Harbour Road shall be designed and detailed as primary façade,

as shown on Schedule D. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

- 3.4.4 The façades facing Cole Harbour Road must be sufficiently transparent to provide view of the interior of the building. All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows.
- 3.4.5 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 the facades to provide shelter, and encourage pedestrian movement.
- 3.4.6 Further to subsection 3.4.3 large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of textural plantings and trellises, or architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.) as identified on the Schedules.
- 3.4.7 Any exposed foundation in excess of 0.5 metres (1.6 ft) in height shall be architecturally detailed, veneered with stone or brick or an acceptable equivalent in the opinion of the Development Officer.
- 3.4.8 Exterior building materials shall not include vinyl siding but may include any one or more of the following:
- clay masonry;
 - noncombustible cladding;
 - concrete split face masonry;
 - cut stone masonry;
 - random stone masonry; or
 - acceptable equivalent in the opinion of the Development Officer.
- 3.4.9 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.
- 3.4.10 The building shall be designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible from Cole Harbour Road 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 and noise reduction measures are implemented. No exhaust fans shall be permitted to face the adjacent residential properties that exist at the time of construction.
- 3.4.11 The Developer shall ensure appropriate flood protection mechanisms are incorporated in

the construction and design of the building.

3.4.12 The Developer shall be entitled to minor modifications to the architectural requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer and comply with the intent to this Agreement.

3.5 PARKING, CIRCULATION AND ACCESS

3.5.1 The parking area shall be sited as generally shown on Schedule B. The parking area shall maintain setbacks from the property lines as shown on Schedule B.

3.5.2 The parking area shall provide a minimum of 86 parking spaces and shall be hard surfaced.

3.5.3 The limits of the parking area shall be defined by fencing and/or landscaping and/or curb.

3.5.5 The Developer shall be entitled to minor modifications to the parking, circulation and access requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer and comply with the intent to this Agreement.

3.6 BUILDING AND SITE LIGHTING

3.6.1 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.

3.6.2 The Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- (a) The location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices.
- (b) Sufficient detail will be provided to enable the Development Officer to ensure compliance with the requirements of this article will be secured. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.
- (c) Should the Developer desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with this clause.

3.7 LANDSCAPING AND BUFFERING

3.7.1 Landscaping Plan

A detailed Landscaping Plan prepared by a Landscape Architect (that is a full member, in good standing, of Canadian Society of Landscape Architects) shall be submitted with the application for Construction Permit. The detailed Landscaping Plan shall include, as a minimum, planting as identified in this Agreement and shall identify measures to provide a buffer and/or screening between the building and adjacent residential properties as well as for aesthetic enhancement. The Plan should maintain as much of the natural landscape and vegetation as can be reasonably achieved.

3.7.2 Planting details for each type of plant material proposed on the Landscaping Plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).

3.7.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.7.4 The Development Officer may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.

Landscape Details

3.7.5 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as the pedestrian bridge shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building and the character of the surrounding area.

3.7.6 The Development Officer shall consult with Parkland Planning, prior to approval of the location of the pedestrian bridge.

3.7.7 The pedestrian bridge shall be designed to be used four seasons of the year and will be built to support snow removal equipment.

3.7.8 Notwithstanding the above Landscaping requirements the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the landscaping. 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.

3.8 MAINTENANCE

- 3.8.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, 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 removal/salting of walkways and driveways.
- 3.8.2 All disturbed areas shall be reinstated to original condition or better.

3.9 CONSTRUCTION/SALES TRAILER

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

3.10 OUTDOOR STORAGE AND DISPLAY

Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Cole Harbour Road and abutting residential properties along the property lines. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing/masonry walls with suitable landscaping.

3.11 HOURS OF OPERATION

- 3.11.1 Deliveries to the building, and the collection of refuse and recyclables, shall occur only between the hours of 7:00am and 9:30 pm Monday through Friday and on the weekends and holidays between the hours of 9:00am and 9:30 pm.
- 3.11.2 The hours of operation for businesses within the building shall conform with all relevant Municipal and Provincial legislation and regulations, as may be amended from time to time.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 OFF-SITE DISTURBANCE

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated,

removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.2 UNDERGROUND SERVICES

All secondary electrical, telephone and cable service shall be underground installation.

4.3 SOLID WASTE FACILITIES

4.3.1 The Lands shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the site plan or building plans and approved by the Development Officer and/ or Building Inspector in consultation with Solid Waste Resources.

4.3.2 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 affect on abutting property owners by means of opaque fencing/masonry walls with suitable landscaping.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans And Erosion And Sedimentation Control Plans:

The Developer shall engage a qualified professional to prepare a Stormwater Management Plan which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, wetlands, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, which are to be in place prior to and during development.

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

5.3 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan based on the provisions of Schedule E. The Plan shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the 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.

5.4 The Developer agrees to have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Master

Site/Grading Plan based on the provisions of Schedule F. No work is permitted on the Lands until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.

- 5.5 The Development Engineer shall have discretion to accept a modified submission that, in the opinion of the Development Engineer, fulfills the requirements of the Plans identified in 5.1, 5.2 and 5.3.
- 5.6 Prior to the issuance of a Lot Grading Permit, the Developer shall post security in the amount of \$5, 000 in addition to the securities required for the Lot Grading Permit, to ensure that all environmental protection measures are properly implemented and maintained. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of Landscaping security bond whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the Erosion and Sedimentation Control measures to the satisfaction of the Development Officer, in consultation with the Development Engineer, the security shall be cashed and deposited to the Municipality.
- 5.7 **Failure to conform to Plans**
If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under Sections 5.1, 5.2 and 5.3., the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection plans.
- 5.8 **Non-disturbance area**
The non-disturbance area identified on Schedule C shall be delineated on the final survey plan prior to final subdivision approval.
- 5.9 The area within the limit of non-disturbance is to be preserved including native understorey shrubs and groundcovers with the exception of any invasive plant materials identified by the Landscape Architect and shown on the Landscaping Plan.
- 5.10 The following activities may occur within the non-disturbance areas provided that approval by the Development Officer, in consultation with the Development Engineer, has been granted:
- (a) removal of standing hazardous or diseased trees may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect);

- (b) removal of fallen timber and dead debris where a fire or safety risk may be permitted by the Development Officer who may require verification in writing by a qualified professional (i.e.. Arborist, Urban Forester, Landscape Architect);
- (c) placement of a natural based pathway (i.e.. mulch, wood chip or appropriate equivalents);
- (d) placement of a pedestrian bridge;
- (e) construction of fences provided the construction and placement results in minimal soil disturbance and removal of vegetation;
- (f) placement of a retaining wall for the purpose of soil stabilization which is constructed of natural or simulated natural-appearance materials; and
- (g) municipal services, power lines or other utility or service infrastructure.

5.11 Non-disturbance areas shall be identified by the Developer with snow fence or other appropriate continuous physical barrier or delineation and signage in the field prior to any site preparation (i.e.. tree cutting, and excavation activity). The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field may be removed only upon the issuance of the Occupancy Permit.

5.12 *Professional Site Supervision*

The Developer shall provide full time professional site supervision during the construction period to ensure that the environmental protection measures are properly implemented and maintained.

6.0 AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 Non-Substantive Amendments

The following items are considered by both parties to be not substantive and may be amended by resolution of the Council:

- (a) The granting of an extension to the date of commencement of construction as identified in Section 8.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 8.4 of this Agreement;
- (c) Changes to the landscaping measures as shown on Schedule C or as detailed in Section 3.9 which, in the opinion of the Development Officer are not minor in nature;

- (d) A reduction in the floor area of the building;
- (e) Changes to the number of parking spaces and the layout of the parking lot should any of the watercourses be piped; and
- (f) Addition of a drivethrough.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer 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 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 one day of receiving such a request.

7.2 Failure to Comply

If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (1) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- (2) 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 development 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 Lands and be shown on any tax certificate issued under the Assessment Act;
- (3) 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; and/or
- (4) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

A copy of this Agreement and every amendment and/or discharge of this Agreement shall be

recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

8.2 Subsequent Owners

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

8.3 Commencement of Development

- 8.3.1 In the event that construction on 1200-1216 Cole Harbour Road has not commenced within 5 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.
- 8.3.2 For the purposes of this section, commencement shall mean completion of the footings for the proposed building.
- 8.3.3 If the Developer(s) fails to complete the development, or after 5 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, 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.

8.4 Completion of development

Upon the completion of the development or portions thereof, or within/after 10 years from the date of registration of this Agreement with the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:

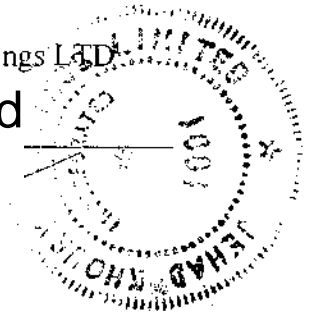
- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Cole Harbour/Westphal, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 26 day of November, A.D., 2008.

SIGNED, SEALED AND DELIVERED)
in the presence of)
Original Signed)

Jehad Khoury Holdings LTD

Per: Original Signed



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

HALIFAX REGIONAL MUNICIPALITY

Original Signed

Per:

MAYOR

Peter J. Kelly

Original Signed

Per:

ACTING MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 20th day of November, A.D., 2008, before me, the subscriber personally came and appeared DAVID A. REID a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **JEHAD KHOURY HOLDINGS LTD.**, one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

W. GLENN HODGE

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 26th day of Nov, A.D., 2008, before me, the subscriber personally came and appeared before me Deborah Chambers & Pamela Henry the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Julia Horncastle, its Acting Municipal Clerk, its duly authorized officers in his presence.

Original Signed

A Commissioner of Oaths in the Province
of Nova Scotia

ROBYN S. GREGORY
A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE "A"

PARCEL DESCRIPTION REPORT

2006-12-13 13:30:15

PID: 407635
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2006-10-25 13:18:45

All that certain lot, piece or parcel of land situated, lying and being at Cole Harbour, in the County of Halifax, Province of Nova Scotia and being lot B-X of the Subdivision of land of Shell Canada Limited, said Lot B-X being shown on a plan prepared by W. S. Crooker, Nova Scotia Land Surveyor, dated the 4th day of February A.D. 1975, approved by the Development Officer of the Municipality of the County of Halifax on the 3rd day of March A.D. 1975, and more particularly described as follows:

Beginning at the point of intersection of the Westerly boundary of Lot A of the Subdivision of lands of Murray Giles with the Southwesterly boundary of the proposed reconstruction of the Cole Harbour Road, said point being at a distance 40 feet perpendicularly from the centre line of the said proposed reconstruction of the Cole Harbour Road;

Thence running South 25 degrees and 05 minutes West along the said Westerly boundary of Lot A, 224.9 feet more or less, to the Western corner of said Lot A;

Thence running North 60 degrees and 53 minutes West along the Northerly boundary of lands now or formerly of Murray Ritcey, 236.5 feet to the Easterly boundary of lands now or formerly of Clayton Development Limited;

Thence running North 08 degrees and 45 minutes East along the said Easterly boundary of lands now or formerly of Clayton Development Limited, 28 feet;

Thence running North 51 degrees and 13 minutes East along the said Easterly boundary of lands now or formerly of Clayton Development Limited, 50.2 feet;

Thence running North 05 degrees and 13 minutes East along the said Easterly boundary of lands now or formerly of Clayton Development Limited, 115 feet, more or less, to a point on the Southerly boundary of the said proposed reconstruction of the Cole Harbour Road;

Thence running in an Easterly direction parallel to the centre line of the said proposed reconstruction of the Cole Harbour Road, 263 feet, more or less, to the place of beginning, said Lot B-X being a portion of Lot B of the said subdivision of lands of Murray Giles. All bearings being magnetic for the year 1959.

EXCEPTING THEREOUT that parcel of land conveyed to Her Majesty the Queen by deed recorded at the Registry of Deeds, Halifax, Nova Scotia, in Book 5284 at Page 471, which lands are more particularly described as follows:

All that certain lot, piece or parcel of land situate, lying and being at or near Cole Harbour, County of Halifax, Province of Nova Scotia, as shown on Department of Transportation right-of-way plan entitled Cole Harbour Road from Forest Hills Drive to Bissett Rd. - Widening, sheet 2 of 2, dated June 20, 1991, last revised April 27, 1992, said lot being more particularly bounded and described as follows:

Beginning at the point of intersection of the boundary between the lands of Shell Canada Products Limited and lands now or formerly of William C. Kitchen with the southern boundary of reconstruction of the Cole Harbour Road, so-called, leading between Dartmouth and Cole Harbour on a curve having a radius of 275.822 metres;

Thence in a northeasterly direction following said curve to the right an arc distance of 96.117 metres or until it meets the EC of said curve as denoted by centreline station 1+700.574;

Thence by azimuth 93 degrees 27 minutes 52 seconds a distance of 5 metres, more or less, or until it meets the boundary between Shell Canada Products Limited and lands now or formerly of Jennifer Rogers;

Thence in a northerly direction following along the aforementioned boundary a distance of 5 metres more or less, or until it meets the existing southern boundary of the aforesaid Cole Harbour Road as denoted by coordinate point 542;

SCHEDULE "A"

PARCEL DESCRIPTION REPORT

2006-12-13 13:30:15

Thence by azimuth 273 degrees 27 minutes 52 seconds a distance of 4.907 metres to meet a point on a curve having a radius of 278.870 metres as denoted by coordinate point 541;

Thence in a westerly direction following said curve to the left an arc distance of 74.511 metres or until it meets the prolongation of the boundary between the lands Shell Canada Products Limited and lands now or formerly of William C. Kitchen as denoted by coordinate point 540;

Thence by azimuth 163 degrees 25 minutes 35 seconds a distance of 1.529 metres to meet coordinate point 539;

Thence by azimuth 163 degrees 25 minutes 10 seconds a distance of 2 metres, more or less, to the place of beginning and containing 244.220 square metres.

The above described parcel of land is shown on a Department of Transportation right-of-way plan duly registered and recorded at the Registry of Deeds Office in Halifax as Plan No. 28559, Drawer 162.

BURDEN:

1. Subject to a right of way in favor of the owner (s), its successors and assigns of Lot A, to a 15 foot wide water line right of way leading from the west boundary of Lot A to the well situate on Lot B for the purpose of servicing and maintaining such water line, the centre line of the right of way running along the centre line of the existing pipe; provided no existing building be moved or damaged.
2. Subject to the right of the owner (s), its successor and assigns of Lot A to use water from the said well as, if and when available in common with the owner (s) of the lot herein described, its heirs and assigns; Provided however that the owner (s) of Lot A will pay one-half the costs of all necessary repairs and maintenance on the said well and in default of its so doing this right to use water shall cease.

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 County as plan or document number 13716, drawer 184.

External Comments:

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being at Cole Harbour Road, in the County of Halifax, Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a point on the south side line of the Cole Harbour Road distant westerly two hundred and forty-six feet (246') from a new culvert;

THENCE south thirty-four degrees fifty minutes west (S.34°50'W.) along the west boundary of Lot A a distance of seventy-five feet (75');

THENCE south nineteen degrees seven minutes west (S.19°07'W.) along the west boundary of Lot A a distance of one hundred forty-two and six-tenths feet (142.6') to the north line of land of Murray Ritcey;

THENCE north seventy degrees sixteen minutes west (N.70°16'W.) along the lands of Murray Ritcey a distance of forty feet (40') to a wood stake;

THENCE north sixty degrees fifty-three minutes west (N.60°53'W.) along the lands of Murray Ritcey a distance of one hundred forty-six and three-tenths feet (146.3') to the east line of Lot B;

THENCE north twenty-five degrees and five minutes east (N.25°05'E.) along the east line of Lot B a distance of two hundred thirty-one and nine-tenths feet (231.9') to the south side line of said Cole Harbour Road;

THENCE south sixty-four degrees fifty-five minutes east (S.64°55'E.) along the south side line of said Road a distance of forty-three and nine-tenths feet (43.9');

THENCE south fifty-five degrees forty minutes east (S.55°40'E.) along said south side line of said road a distance of one hundred forty-one and six-tenths feet (141.6') to the point of beginning.

BEING Lot A on Plan of Subdivision of lands of Murray Giles, dated September 22, 1959 and signed by R.J. Donovan, Provincial Land Surveyor.

RESERVING AND EXCEPTING THEREOUT a right of way to the Grantor, his heirs and assigns, fifteen feet (15') in width over, under and along the water line now joining Lots B and C, the center line of the right of way running along the center line of the existing water line, said right of way for the purpose of repairing, replacing and servicing the water service between Lots B and C and is available for such use to the Grantor, his servants or agents, or the servants or agents of his heirs and assigns who may come upon the land on foot, with machines and if they desire dig the same for the purposes of the right of way, provided that on completion of his service, repair or replacement of the water line he replace the services near as may be to its original stage.

TOGETHER WITH a right of way to the Grantee, its successors and assigns (of the same type *mutatis mutandis* as the right of way above described) 15' wide leading from Lot A west boundary to the wall situate on Lot B for the purpose of servicing and maintaining such water line the center line of the right of way running along the center line of the existing pipe; provided no existing building be moved or damaged.

TOGETHER WITH a right to use water from said well as, if and when available in common with the Grantor, his heirs and assigns; Provided however that the Grantee will pay one-half (1/2) of the costs of all necessary repairs and maintenance on the said well and in default of its so doing this right to use water shall cease.

TOGETHER WITH all and singular the Buildings, Easements, Tenements, Hereditaments and Appurtenances to the same belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, the profits thereof, and all the estate, right, title, interest, claim, property and demand, both at law and in equity of the said Grantors of, in, to or out of the same, or any part thereof.

SAVING AND EXCEPTING THEREFROM that certain lot, piece or parcel of land transferred from Imperial Oil Limited to Her Majesty the Queen, in Right of the Province of Nova Scotia by Warranty Deed dated July 2nd, 1975, for road widening purposes and being an area of ninety (90) square feet, more or less.

SAVING AND EXCEPTING THEREFROM that certain lot, piece or parcel of land transferred for road widening purposes from Jennifer Rogers to Her Majesty the Queen, in Right of the Province of Nova Scotia represented in this behalf by The Honourable Minister of Transportation of the Province of Nova Scotia, by Warranty Deed dated March 25, 1992 and recorded at the Registry of Deeds for the County of Halifax in Book 5207 at Page 960, and being more particularly described as follows:

ALL that certain lot, piece or parcel of land situate, lying and being at or near Cole Harbour, County of Halifax, Province of Nova Scotia, as shown on Department of Transportation right-of-way plan entitled "COLE HARBOUR ROAD FROM FOREST HILLS DRIVE TO BISSETT ROAD - WIDENING", sheet 2 of 2, dated June 20, 1991, said lot being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the existing southern boundary of the Cole Harbour Road, so-called, leading between Cole Harbour and Dartmouth with the boundary between the lands now or formerly of Shell Canada Limited and lands of Jennifer Rogers, formerly lands of Incom Group Limited, said point denoted by coordinate point 542;

THENCE in a southerly direction following the aforementioned boundary a distance of 5 metres, more or less, to meet the southern boundary of reconstruction of the aforesaid Cole Harbour Road;

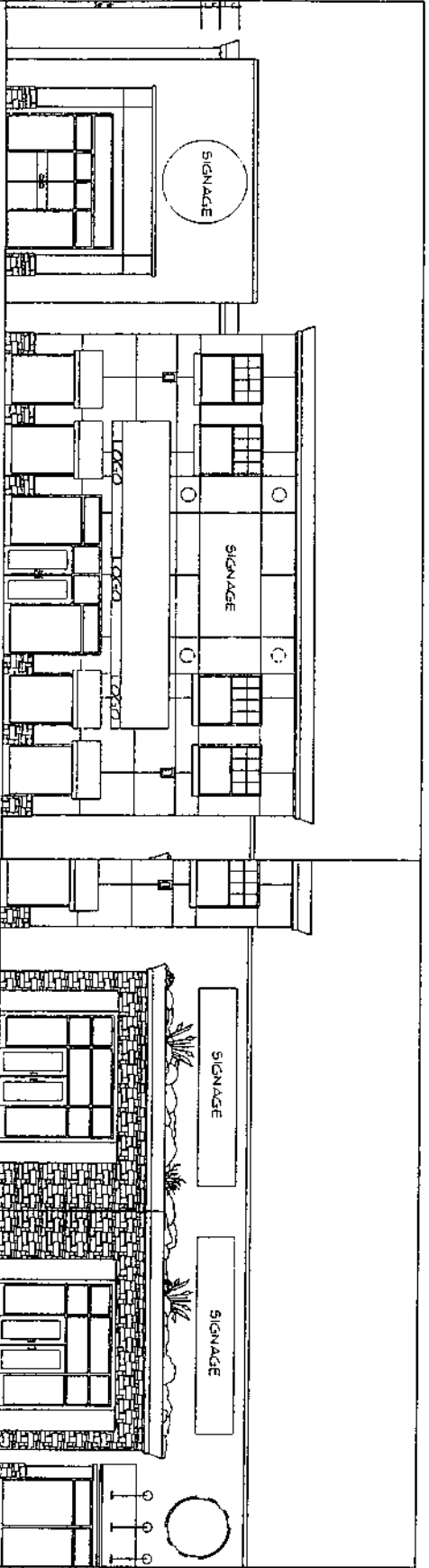
THENCE by azimuth 93 degrees 27 minutes 52 seconds a distance of 52.366 metres or until the aforementioned boundary of reconstruction intersects with the aforesaid existing southern boundary of the Cole Harbour Road;

THENCE by azimuth 281 degrees 27 minutes 11 seconds a distance of 32.847 metres to meet coordinate point 544;

THENCE by azimuth 273 degrees 27 minutes 52 seconds a distance of 14.934 metres to meet coordinate point 543;

THENCE by azimuth 183 degrees 27 minutes 41 seconds a distance of 1.526 metres to the PLACE OF BEGINNING and containing 142.704 square metres.

THE ABOVE described parcel of land is shown on a Department of Transportation right-of-way plan duly registered and recorded at the Registry of Deeds Office as Plan No. 28011, Drawer 182.



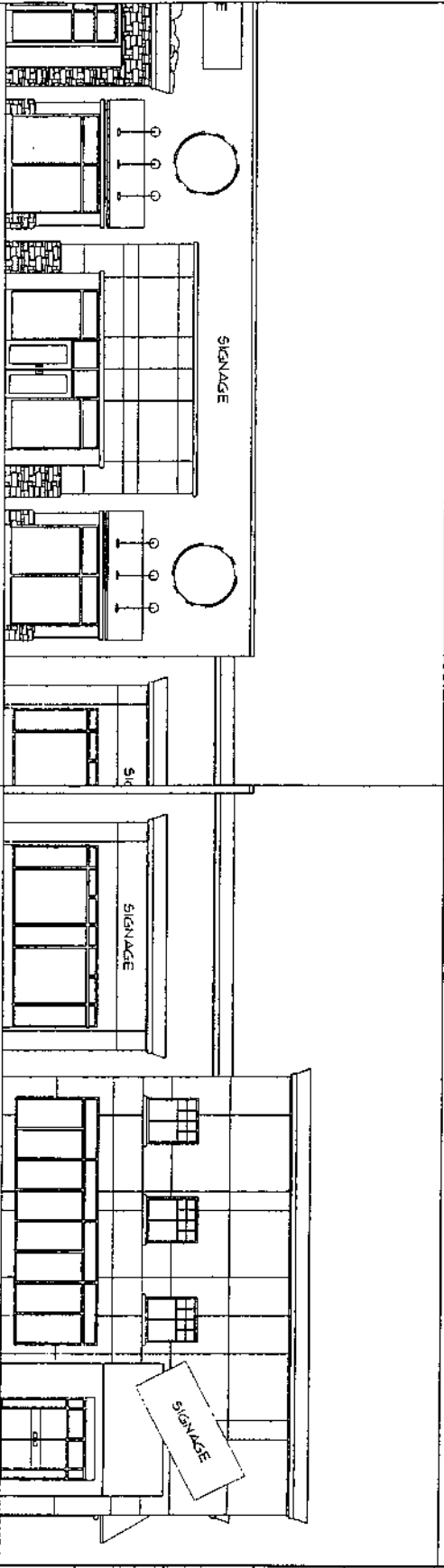
NORTH ELEVATION
SCALE: 3/16" = 1'-0"

GEOFF KEDDY & ASSOCIATES
 ARCHITECTURE
 INTERIOR DESIGN
 5357 INGLE STREET
 HALLOWAY, NY 11744
 geoffk@geoffkedy.com



NORTH ELEVATION
SCALE: 3/16" = 1'-0"

PROJECT:	PROPOSED PLAZA
DATE:	02/11/2010
SCALE:	AS SHOWN
BY:	AK
CHECKED BY:	AK
DATE:	02/11/2010

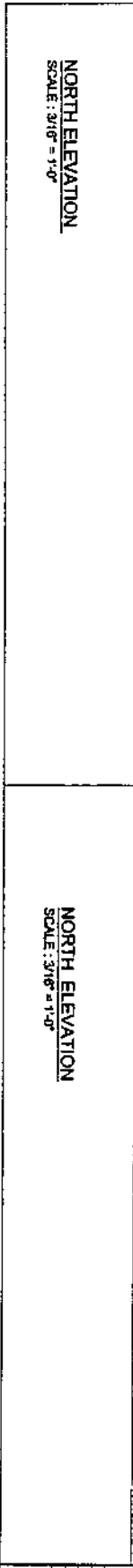


NORTH ELEVATION
SCALE: 3/16" = 1'-0"

SCHEDULE - D

NORTH ELEVATION

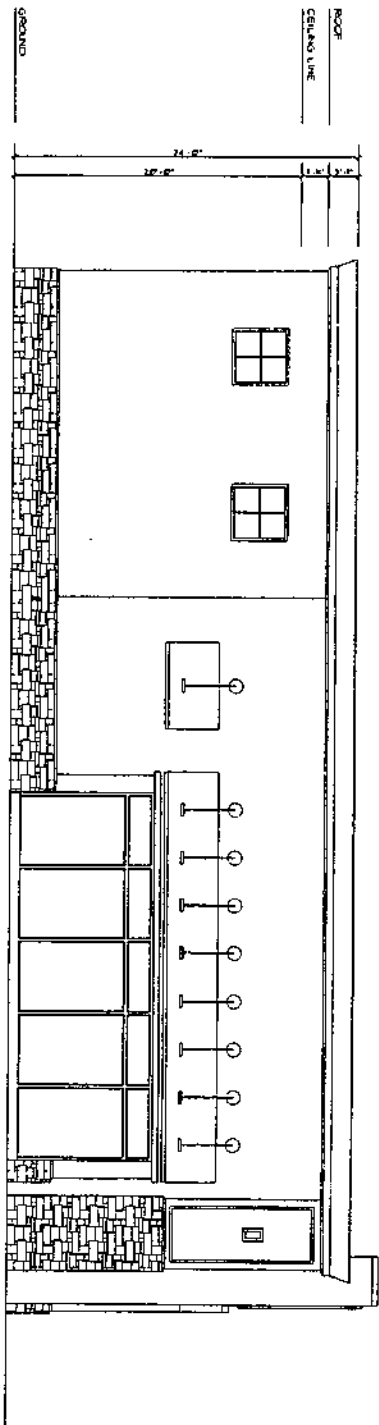
NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	02/11/2010
2	ISSUED FOR CONSTRUCTION	02/11/2010
3	ISSUED FOR ARCHITECTURAL RECORD	02/11/2010
4	ISSUED FOR AS-BUILT RECORD	02/11/2010



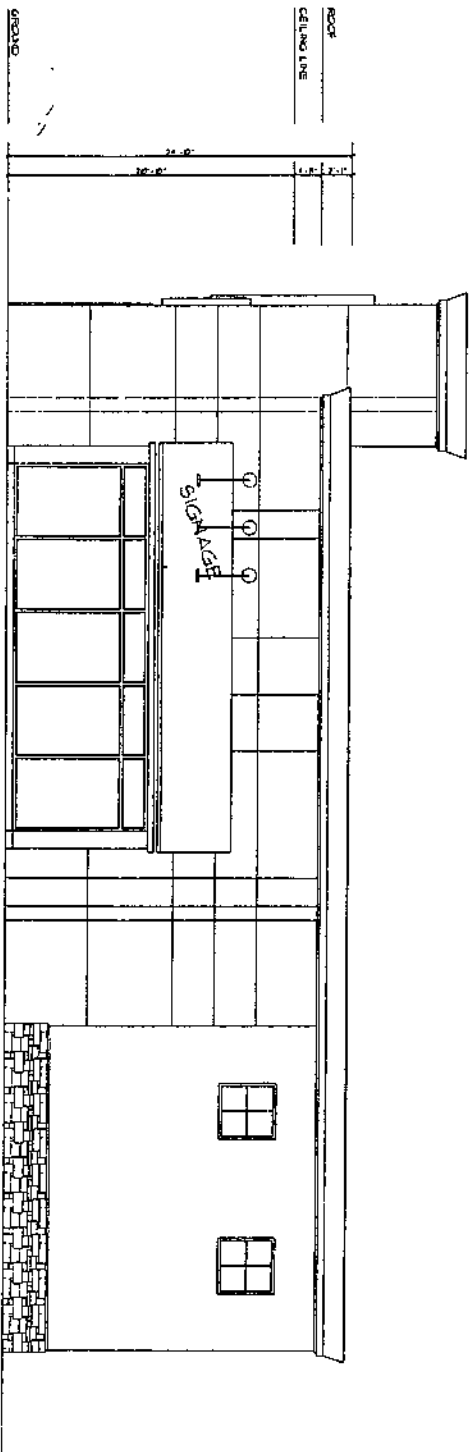
NORTH ELEVATION
SCALE: 3/16" = 1'-0"

DATE:	02/11/2010
BY:	AK
CHECKED BY:	AK
DATE:	02/11/2010

A4



EAST ELEVATION
SCALE : 1/4" = 1'-0"



WEST ELEVATION
SCALE : 1/4" = 1'-0"

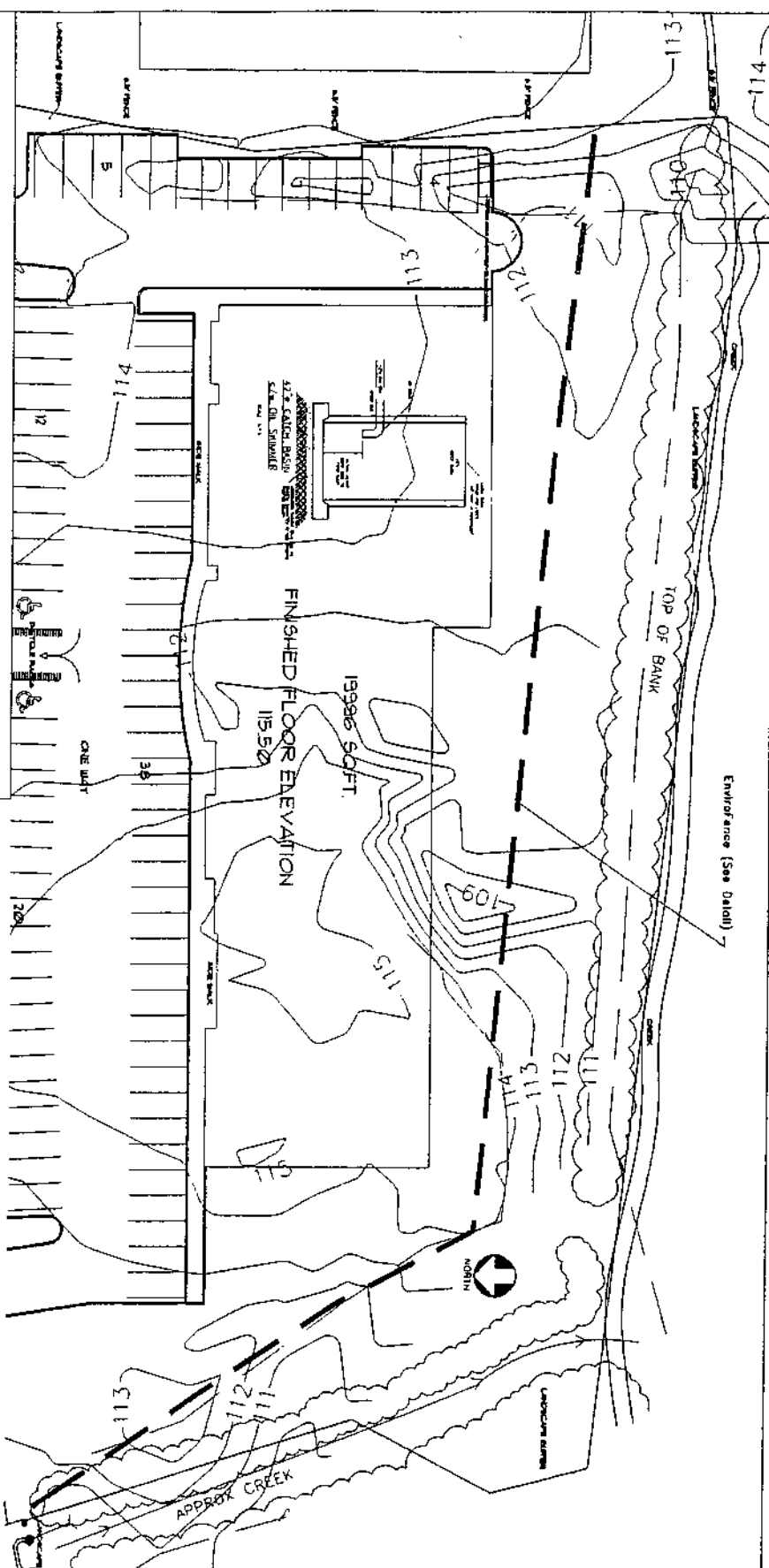
GEORGE KEDDY & ASSOCIATES ARCHITECTURE INTERIOR DESIGN
 5157 INGLIS STREET
 HALIFAX, N.S. B3H 1J4
 PH: 420-9400
 geoffkaddy@eastlink.ca

PROJECT: PROPOSED PLAZA
 602 S. HANCOCK ROAD
 HALIFAX, NS

FIG. 4
 SCHEDULE - D
 EAST ELEVATION
 WEST ELEVATION

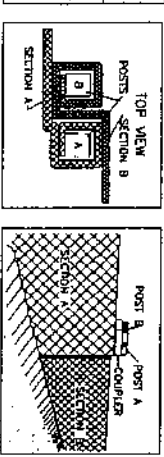
DATE: 11.1.2009
 DRAWN BY: S. KEDDY
 CHECKED BY: S. KEDDY
 DATE: 11.1.2009

A5



Entrance (See Detail)

JOINING SECTIONS OF EROSION CONTROL



TOE-IN METHODS
 REMOVING EXISTING METHOD: FIBER POSTS, FIBER BUNDLES, BUNTLIN, FLOW NETTING, STAKE, STAKE
 EROSION CONTROL: 150mm TRENCH ALONG THE LOWER PORTION OF THE SITE.
 - INSTALL DRAINAGE ONE SECTION AT A TIME AND POSITION POSTS AGAINST THE DOMESTIC WALL OF THE TRENCH. REMOVING EXISTING METHOD MUST BE ON THE DOMESTIC SIDE OF TRENCH METHOD.

ENVIRONMENTAL DETAIL

1. SILL FENCE TO BE INSTALLED WHERE INDICATED ON THE PLAN AND AS PER THE DETAILS SHOWN BEFORE GRUBBING OR PILING OF THE ADDITIONAL SILL FENCE IF REQUIRED WILL BE INSTALLED AS DIRECTED BY THE ENGINEER.
 2. CONTRACTOR TO INSTALL FILTERED FORM & DITCH FILTERS IF REQUIRED PRIOR TO ANY EXCAVATION WORK BEING DONE ELSEWHERE ON THE SITE.
 3. THE CONTRACTOR SHALL WORK ON THE MINIMUM AREA PREPARED AT ONE TIME. COMPLETE & PROTECT AND STABILIZE THE SLOPE BEFORE GOING ON TO THE NEXT AREA.
 4. SILL ACCUMULATIONS AT THE END FENCE AND DITCH FILTERS SHALL BE CAREFULLY HAND EXCAVED AND EITHER REMOVED FROM THE SITE OR PLACED AND STABILIZED IN THE DISTURBED AREA.
 5. STABILIZE ALL SLOPES AND OTHER AREAS NOT SUBJECT TO PERMANENT LANDSCAPING AS SOON AS SLOPES ARE ESTABLISHED TO UNFINISHED GRADOS.
 6. DEVELOPING OF EXCAVATIONS SHALL BE DIRECTED THROUGH MITIGATION BERRMS.
 7. CATCH BASIN SILL BAGS TO BE INSTALLED AND MAINTAINED DURING CONSTRUCTION. INSTALL SILL BAGS ON THE EXISTING EACH BEAM ON CIBR AND THE TWO PROPOSED C'S.

CONSTRUCTION NOTES:

1. A supply of hay bales, filter fabric, silt fence and clear stone shall be maintained on site in order to provide emergency retention and filtering if required.
 2. All erosion and sediment control measures must be in place at all times during construction. Do not permit discharged water to enter stream.
 3. Maintain all environmental protection measures and record and maintain areas where growth has been properly established.
 4. The Contractor is to have a foreman on call in all times.
 5. All exposed steep slopes to be covered with plastic sheets or approved equal.
 6. Contractor shall inspect, maintain, control and remove any damaged fences shall be constructed immediately.
 7. All points of construction site entrance and exits shall be protected to prevent tracking of mud onto public highways.
 8. Remove Silt Fence and Ditch Filters when no longer required after all accumulations have been removed.
 9. Ditch Filters to be constructed of 4 bales of hay covered with clear stone.

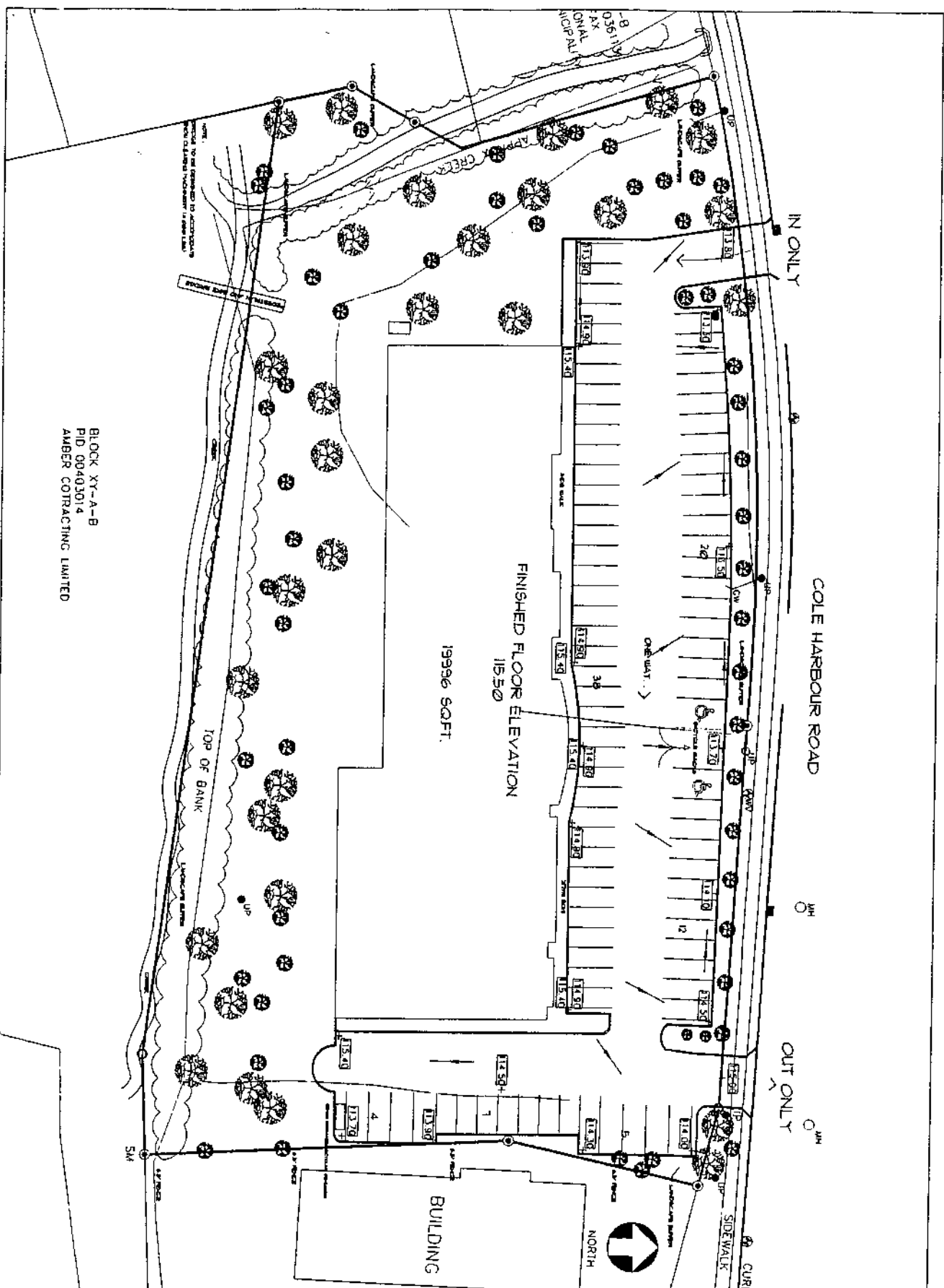
GEORGE KEDDY & ASSOCIATES ARCHITECTURE INTERIOR DESIGN
 5387 HIGHLAND STREET
 HANOVER, N.S.B.W. 144
 Ph: 420 8401
 gk@kgeddy.com.au

PROPOSED EROSION AND SEDIMENT CONTROL PLAN Schedule E

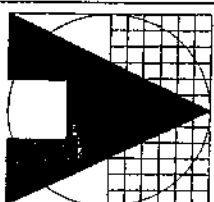
EastPoint
 CONSULTANT TO
 EASTPOINT DEVELOPMENT PTY LTD
 1000 HANOVER STREET
 HANOVER, N.S.B.W. 144
 Ph: 420 8401

NO.	REVISION	DATE
1	ISSUED FOR PERMIT	15/08/2011
2	REVISED	15/08/2011
3	REVISED	15/08/2011
4	REVISED	15/08/2011
5	REVISED	15/08/2011
6	REVISED	15/08/2011
7	REVISED	15/08/2011
8	REVISED	15/08/2011
9	REVISED	15/08/2011
10	REVISED	15/08/2011
11	REVISED	15/08/2011
12	REVISED	15/08/2011
13	REVISED	15/08/2011
14	REVISED	15/08/2011
15	REVISED	15/08/2011
16	REVISED	15/08/2011
17	REVISED	15/08/2011
18	REVISED	15/08/2011
19	REVISED	15/08/2011
20	REVISED	15/08/2011
21	REVISED	15/08/2011
22	REVISED	15/08/2011
23	REVISED	15/08/2011
24	REVISED	15/08/2011
25	REVISED	15/08/2011
26	REVISED	15/08/2011
27	REVISED	15/08/2011
28	REVISED	15/08/2011
29	REVISED	15/08/2011
30	REVISED	15/08/2011
31	REVISED	15/08/2011
32	REVISED	15/08/2011
33	REVISED	15/08/2011
34	REVISED	15/08/2011
35	REVISED	15/08/2011
36	REVISED	15/08/2011
37	REVISED	15/08/2011
38	REVISED	15/08/2011
39	REVISED	15/08/2011
40	REVISED	15/08/2011
41	REVISED	15/08/2011
42	REVISED	15/08/2011
43	REVISED	15/08/2011
44	REVISED	15/08/2011
45	REVISED	15/08/2011
46	REVISED	15/08/2011
47	REVISED	15/08/2011
48	REVISED	15/08/2011
49	REVISED	15/08/2011
50	REVISED	15/08/2011
51	REVISED	15/08/2011
52	REVISED	15/08/2011
53	REVISED	15/08/2011
54	REVISED	15/08/2011
55	REVISED	15/08/2011
56	REVISED	15/08/2011
57	REVISED	15/08/2011
58	REVISED	15/08/2011
59	REVISED	15/08/2011
60	REVISED	15/08/2011
61	REVISED	15/08/2011
62	REVISED	15/08/2011
63	REVISED	15/08/2011
64	REVISED	15/08/2011
65	REVISED	15/08/2011
66	REVISED	15/08/2011
67	REVISED	15/08/2011
68	REVISED	15/08/2011
69	REVISED	15/08/2011
70	REVISED	15/08/2011
71	REVISED	15/08/2011
72	REVISED	15/08/2011
73	REVISED	15/08/2011
74	REVISED	15/08/2011
75	REVISED	15/08/2011
76	REVISED	15/08/2011
77	REVISED	15/08/2011
78	REVISED	15/08/2011
79	REVISED	15/08/2011
80	REVISED	15/08/2011
81	REVISED	15/08/2011
82	REVISED	15/08/2011
83	REVISED	15/08/2011
84	REVISED	15/08/2011
85	REVISED	15/08/2011
86	REVISED	15/08/2011
87	REVISED	15/08/2011
88	REVISED	15/08/2011
89	REVISED	15/08/2011
90	REVISED	15/08/2011
91	REVISED	15/08/2011
92	REVISED	15/08/2011
93	REVISED	15/08/2011
94	REVISED	15/08/2011
95	REVISED	15/08/2011
96	REVISED	15/08/2011
97	REVISED	15/08/2011
98	REVISED	15/08/2011
99	REVISED	15/08/2011
100	REVISED	15/08/2011

S2



BLOCK XY-A-B
 PID 00403014
 AMBER CONTRACTING LIMITED



GEOFF KEDDY & ASSOCIATES
 ARCHITECTURE
 INTERIOR DESIGN

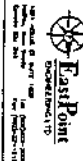
5357 INGRAM STREET
 HALIFAX, N.S. B3H 1L4
 (902) 420-9000
 geoff@geoffkeddy.com

NO.	DESCRIPTION	DATE	BY

PROPOSED PLAZA
 COLE HARBOUR ROAD
 HALIFAX, NS

DATE: 08/11/10
 TIME: 10:00 AM

PROPOSED SITE GRADING PLAN
 Schedule F



EastPoint
 CONSTRUCTION LTD.
 1000 SHEPPARD AVENUE EAST
 SUITE 1000
 SCARBOROUGH, ONTARIO M1S 1T7
 (416) 291-1111

NO.	DESCRIPTION	DATE	BY

DATE: 08/11/10
 TIME: 10:00 AM

PROPOSED SITE GRADING PLAN
 Schedule F

S3