

Receipt

Service Nova Scotia and Municipal Relations

CUSTOMER COPY

Date: 2023-05-25 10:24:37
County: HALIFAX COUNTY
Sold to: STEWART MCKELVEY ,

*Return to
HRM*

Invoice #: 252965
Batch #: 3235410

Address:

POST OFFICE BOX 997
HALIFAX NS CA B3J 2X2

Reg. type	Doc #	Doc type	#pgs	Bk/Pg PID	Grantor/Grantee	Doc in Doc	Cost
LAND REGISTRATION	122492243	AMENDMENT (NOT CONDOMINIUM)	19	41332503 619627	HALIFAX REGIONAL MUNICIPALITY (GET)	N	\$0.00
Subtotal:							\$0.00
HST:							\$0.00
GST:							\$0.00
Total owing:							\$0.00
Total received:							
Balance Owing (Refund Due):							\$0.00

Comments:

- Re-recording of rejected Document # 122487326 - exempt from fee.
- The Document was reviewed prior to registration.

Note that upon receipt Registry of Deeds documents are registered, Land Registration documents are assigned the status of 'In Process'.

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

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

(Instrument code: 451)

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

Registration District: Halifax County
Submitter's User Number: 17669
Submitter's Name: Simon G. H. McCormick / Stewart McKelvey

In the matter of Parcel Identification Number (PID)

PID	41332503
PID	00619627

For Office Use

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

122492243 LRI ROD

Document #

MAY 25 2023 10:22 MC
MM DD YYYY Time

The following additional forms are being submitted simultaneously with this form and relate to the attached document:

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

Additional information:

- 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

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

OR

- No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel registers, as set out below.

The registered interests and related information are to be changed as follows: **N/A**

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*): **N/A**

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*: **N/A**

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

The following burdens are to be added and/or removed in the parcel registers:

Instrument type	Amendment
Interest holder and type to be removed	N/A
Interest holder and type to be added	Halifax Regional Municipality – Party to Agreement (Burden)
Mailing address of interest holder to be added	PO Box 1749 Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register	Agreement / 2015 / Doc. 106827778 Amendment (Not Condominium) / 2016 / Doc. 108558892 Amendment (Not Condominium) / 2016 / Doc. 108807950
Reason for removal of interest: <i>Instrument code: 443</i>	N/A

The following recorded interests are to be added and/or removed in the parcel register(s): **N/A**

The textual qualifications are to be changed as follows: **N/A**

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

Certificate of Legal Effect:

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

Dated at Halifax, in the County of Halifax and Province of Nova Scotia, on this 5th day of May, 2023.



Authorized Lawyer

Name: Simon G. H. McCormick / Stewart McKelvey
Address: P.O. Box 997, Halifax, NS B3J 2X2
Phone: 902.420.3200
E-mail: smccormick@stewartmckelvey.com
Fax: 902.420.1417

- 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 SECOND AMENDING AGREEMENT made this 17 day of May, 2017.

BETWEEN:

4326971 NOVA SCOTIA LIMITED

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at Highway No. 7, Westphal, PIDs 41332503 and 00619627 and which said lands are more particularly described in Schedules A and A-1 hereto (hereinafter called the "Lands");

AND WHEREAS on December 14, 2014 Harbour East Marine Drive Community Council approved an application to enter into a Development Agreement to allow for 118 units within two multi-unit buildings and 44 townhouse units within 5 townhouse blocks within on the Lands (municipal case 18288), which said Development Agreement was registered at the Land Registration Office on March 24, 2015 as Document Number 106827778 (hereinafter called the "Original Agreement");

AND WHEREAS on December 3, 2015 Harbour East Marine Drive Community Council approved a partial discharge of the development agreement from lands owned by Civic Homes Limited (PID 00619494) (municipal case 19859) and which said Discharging Development Agreement was registered at the Land Registration Office in Halifax on April 18, 2016 as Document Number 108807950 (hereinafter called the "Discharging Agreement");

AND WHEREAS on December 3, 2015 Harbour East Marine Drive Community Council approved amendments to the Original Agreement to allow for a reduction in the lot frontage requirements on the Lands (municipal case 19859) and which said First Amending Agreement was registered at the Land Registration Office in Halifax on February 22, 2015 as Document Number 108558892 (hereinafter called the "First Amending Agreement") and which applies to the Lands;

AND WHEREAS the Original Agreement and the First Amending Agreement together comprise the Existing Development Agreement (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer is the registered owner of certain lands location at Highway No. 7, Westphal, PID 00619627 and which said lands are more particularly described in Schedule A-1 hereto attached;

AND WHEREAS the Developer has requested that the Harbour East Marine Drive Community Council approve further amendments to the Existing Agreement to allow two multiple unit buildings, four unit townhouse building, a contiguous increase to the area of the Lands, increased number of dwelling units and changes to the commencement and completion dates on the Lands and PID 00619627, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy HC-10 of Cole Harbour/ Westphal Municipal Planning Strategy and Section 3.6 (y) of the Cole Harbour/ Westphal Land Use By-law;

AND WHEREAS the Harbour East Marine Drive Community Council approved this request at a meeting held on March 27, 2023, referenced as municipal case 23052;

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

1. Except where specifically varied by this Second Amending Agreement, all other conditions and provisions of the Original Agreement and First Amending Agreement shall remain in effect.
2. The Developer agrees that the Lands described herein this Second Amending Agreement shall be developed and used only in accordance with and subject to the terms and conditions of the Original Agreement, the First Amending Agreement, and this Second Amending Agreement.
3. Part 2.2, Definitions Specific to this Agreement, shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

~~2.2.1 'Standard Townhouse Building' means a building which is divided vertically by common walls into four townhouses dwelling units, wherein each townhouse dwelling unit has separate, at-grade access.~~

~~2.2.2 'Stacked Townhouse Building' means:
i. a building which is divided vertically by common walls into four or more townhouses dwelling units, and
ii. is horizontally separated into additional townhouses dwelling units, one atop the other, and
iii. each townhouse dwelling unit has separate at-grade access.~~

2.2.1 'Parking Space' means an area for the purpose of parking one automobile having a minimum width of 8 feet and a minimum length of 18 feet, surfaced in concrete or asphalt.

4. Section 3.1 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

Schedule A	Legal Description of the Lands(s)
Schedule A-1	Legal Description of the Additional Lands
Schedule B-1	Site Plan
Schedule B-2	Layout Plan
Schedule C-1	Landscape Plan
Schedule C-2	Landscaping Plan
Schedule C-3	Grading Plan
Schedule D-1	Preliminary Plan of Subdivision Consolidation
Schedule E-1A	Servicing
Schedule E1-1A	Stormwater Management/Erosion and Sedimentation Control Plan
Schedules F	Interior Parking Plan
Schedule G	Multi-Building 1 Front
Schedule G1	Multi-Building 1 Side
Schedule G2	Multi-Building 1 Rear
Schedule G-3	Multiple Unit Buildings, View 1
Schedule H	Multi-Building 2 Front

~~Schedule H1~~ ————— ~~Multi-Building 2 Elevation Side~~
~~Schedule H2~~ ————— ~~Multi-Building 2 Rear~~
Schedule H-3 **Multiple Unit Buildings, View 2**
~~Schedule I~~ ————— ~~Standard Townhouse Elevation Plans Front~~
~~Schedule I1~~ ————— ~~Standard Townhouse Elevation Plans Side~~
~~Schedule I2~~ ————— ~~Standard Townhouse Elevations Plans Rear~~
~~Schedule J~~ ————— ~~Stacked Townhouse Elevations Plans Front~~
~~Schedule J1~~ ————— ~~Stacked Townhouse Elevation Plans Side~~
~~Schedule J2~~ ————— ~~Stacked Townhouse Elevation Plans Rear~~

5. The Existing Agreement shall be amended by deleting the following Schedules:

~~Schedule B-1~~
~~Schedule C-1~~
~~Schedule D -1~~
~~Schedule E-1A~~
~~Schedule E1-1A~~
~~Schedule F~~
~~Schedule G1~~
~~Schedule G2~~
~~Schedule H~~
~~Schedule H1~~
~~Schedule H2~~
~~Schedule I~~
~~Schedule I1~~
~~Schedule I2~~
~~Schedule J~~
~~Schedule J1~~
~~Schedule J2~~

And inserting the following Schedules:

Schedule A-1 Legal Description of Additional Lands
Schedule B-2 Layout (attached)
Schedule C-2 Landscaping Plan (attached)
Schedule C-3 Grading Plan (attached)
Schedule G-3 Multiple Unit Buildings, View 1 (attached)
Schedule H-3 Multiple Unit Buildings, View 2 (attached)

6. The Existing Agreement shall be amended by deleting all text references to the deleted schedules and replacing them with the following text references:
- (a) Schedule A references shall be replaced with Schedule A and Schedule A-1;
 - (b) Schedule B-1 references shall be replaced with Schedule B-2;
 - (c) Schedule C-1 references shall be replaced with Schedules C-2 and Schedule C-3;
 - (d) Schedules G, G-1 and G-2 references shall be replaced with Schedule G-3; and
 - (e) Schedules H, H-1 and H-2 references shall be replaced with Schedule H-3.
7. Section 3.2 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

~~3.2.1 The Municipality shall not issue any Development Permit until Final Subdivision Approval has been granted in accordance with Schedule D.~~

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

(a) **Written confirmation from a Structural Engineer that all landscape areas designed to be installed upon any portion on any rooftop level of the building is able to support any required drainage or additional weight caused by the landscaped area.**

8. Clause 3.2.3 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the following text as shown in bold, as follows:

3.2.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:

(a) **Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) that the Development Office may accept as sufficient record of that the design is in compliance with the landscaping requirements set out in section 3.7 of this Agreement; and**

(b) **Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in section 3.6 of this Agreement.**

9. Clause 3.2.4 of the Existing Agreement shall be amended by inserting the following text as shown in bold, as follows:

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) within the scope of the area seeking occupancy and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

10. Section 3.3 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:

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

a) **a multi-unit dwelling, shown as Building 4 A on Schedules B B-2 and C-2 and C-3 with a maximum of 48 300 dwelling units, not exceeding a height of 6 7 storeys; and**
i) ~~a minimum of 30 units of which will be two or three bedroom units;~~

b) **a multi-unit dwelling including Shared Housing Use including or Shared Housing with Special Care or both, shown as Building 2 B on Schedules B B-1 and C-2 and C-3 with a maximum of 70 300 dwelling units, not exceeding a height of 7 6 storeys;**
ii) ~~a minimum of 44 units of which will be two or three bedroom units;~~

- c) ~~4 stacked townhouse blocks totalling not more than 40 townhouse units, not exceeding a height of 3 storeys, as defined in section 2.2, and as shown on Schedules B and I to J.~~

Buildings A and B shall be permitted retail and office uses up to a maximum of 15,000 square feet per building.

- d) ~~1 standard townhouse block total not more than 4 townhouse units, not exceeding 3 storeys in height, as defined in section 2.2, and as shown on Schedules B and I to J.~~

The existing standard townhouse block of 4 townhouse units, as shown on Schedule B-2.

11. Section 3.4 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:

3.4.2 The façades facing the ~~common driveway~~ **New Private Road as shown on Schedules B-2, C-2 and C-3 and the landscaped courtyard 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.**

~~3.4.3 Exterior building materials shall be in accordance with the Schedules.~~

12. Section 3.5 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:

3.5.1 A ~~total number of 205~~ **minimum of 500** parking spaces shall be provided. All required underground parking (~~140~~ **300** spaces) for the development shall be provided as ~~illustrated on Schedule F with 200 spaces in Building A and 100 spaces in Building B~~ and all required surface parking area (~~65~~ **minimum 200** spaces) shall be provided as illustrated on Schedule ~~B~~ **B-2**.

3.5.4 Exterior and interior bike parking shall be required and ~~exterior bike parking located as shown on Schedules C-1, C-3 and F~~ **C-2 and C-3. Interior bike parking shall be shown on drawings submitted at the time of permit application.**

13. Section 3.7 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:

3.7.1 Landscaping of the property shall be as shown on Schedules ~~C to C-3~~ **C-2 and C-3. Fencing shall be required and located as shown on Schedules ~~C~~ C-2 and C-3.**

3.7.2 All plant material shall conform to the ~~Canadian Nursery Trades Association Metric Guide Specifications and Standards~~ **Canadian Nursery Landscape Association's Canadian Nursery Stock Standard - Ninth Edition (2017)** and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.7.3 Notwithstanding Section 3.7.9, the Developer agrees to construct a 1.8 metre wide looped trail to Lake Loon as shown on Schedules ~~B and C to C-3~~ **B-2 and C-2 and C-3. The travel surface of the trail shall consist of crusher dust and shall be accompanied by shoulders comprised of bark mulch or another material deemed acceptable by the Municipality. The trail shall meet accessibility standards, in the opinion of the**

Development Officer and Parkland Planner, and shall conform to a maximum grade of 8%. The location and design of the trail shall be approved by the Development Officer, in consultation with the Parkland Planner, prior to the issuance of a Development Permit, and the trail shall be constructed, as specified, prior to the issuance of an Occupancy Permit.

- 3.7.4 The Developer agrees to construct a fence as identified on Schedules ~~C to C3~~ C-2 and C-3. The fence shall be at least 6 feet in height and opaque.
- 3.7.5 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 Schedules ~~C to C3~~ C-2 and C-3, respectively. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) and comply with all provisions of this section.
- ~~3.7.6 The natural tree buffer running the length of the southern boundary at the rear of the townhouses shall be shown on the Landscape Plan and shall be retained. If it is not possible for this natural screen to be retained, then it shall be re-instated by plantings sufficient in height to provide screening from the adjacent property to the satisfaction of the Development Officer.~~
- 3.7.7 Prior to the 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 ~~completed~~ landscaping ~~has been completed according to~~ is in accordance with the terms of this Development Agreement.
- 3.7.9 The stand of existing mature trees and vegetation as identified on Schedule ~~B and C to C3~~ B-2 and C-2 and C-3, described and labelled as a "Non-disturbance Area" Preserve Forest shall be retained. The Landscaping Plan required pursuant to subsection 3.8.5 shall include a supplementary hazard abatement plan to address this intent. This plan shall be prepared by a qualified person and be subject to review and approval by the Development Officer on the advice of HRM's Urban Forester.
12. Section 3.9 of the Existing agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:
- 3.9.1 A maximum of ~~one~~ **two** ground signs shall be permitted at the entrances to the development to denote the community name. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05m) and the face area of the signs shall not exceed ~~50~~ **200** square feet (4.65 ~~18.6~~ sq. m.) ~~two-sided combined~~. All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.
13. Section 6.1 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:
- ~~(d) A reduction in townhouses may be permitted by converting stacked townhouses to standard townhouse buildings provided the building footprints as shown in Schedule B remain the same. Changes to landscaping requirements in Section 3.7 and the associated Schedules to this Agreement;~~

(f) Changes to architectural requirements that do not impact the massing of the building: and

(g) Changes to sign requirements.

14. Section 7.3 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:

7.3.1 In the event that development on the Lands has not commenced within ~~3~~ **two (2)** years from the date of registration of this **Second Amending 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.

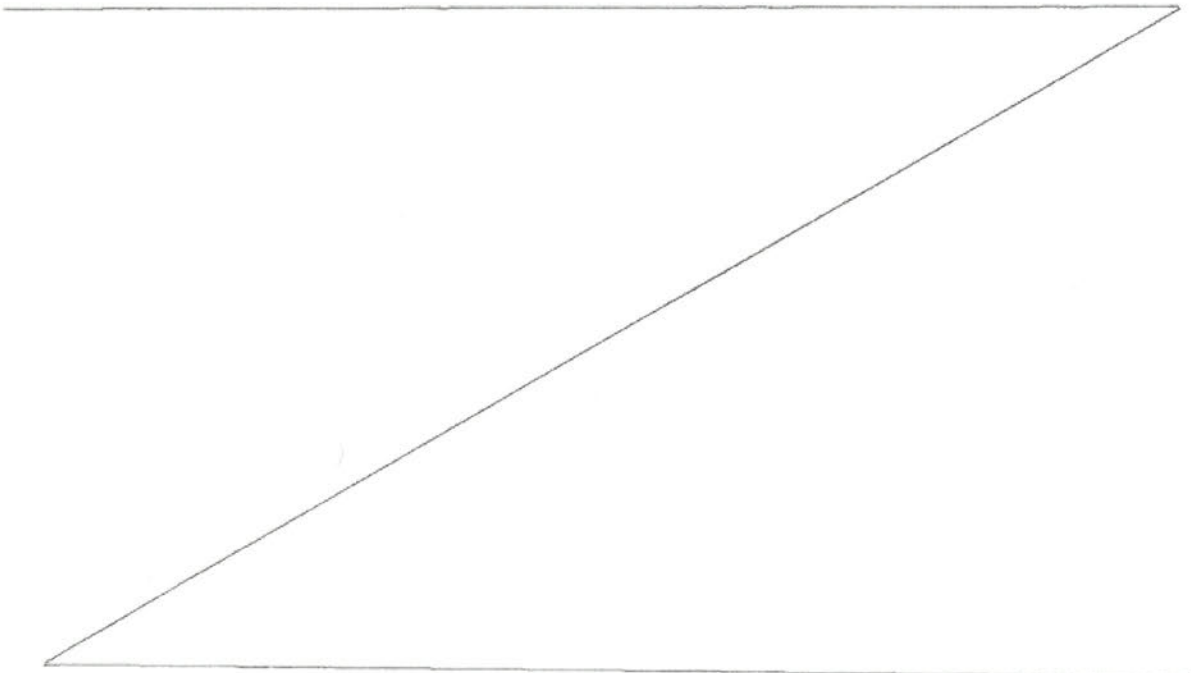
7.3.3 For the purposes of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1., ~~if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.~~

15. Section 7.5 of the Existing Agreement shall be amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in bold, as follows:

7.5 Discharge of Agreement

If the Developer fails to complete the development after ~~6~~ **five (5)** years from the date of registration of this **Second Amending Agreement** at the ~~Registry of Deeds or Land Registration Office in Halifax Council~~ **Municipality** may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new agreement; or
- (c) discharge this Agreement.



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:

[Redacted signature]

ROBERT G. GRANT

4326971 NOVA SCOTIA LIMITED

Per: [Redacted signature]

Print Name: Harold Daley

Position/Title: President

Date Signed: May 5, 2023

=====

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

Witness [Redacted signature]

Witness [Redacted signature]

=====

HALIFAX REGIONAL MUNICIPALITY

Per [Redacted signature]

Date signed: May 15 / 23

Per [Redacted signature]
MUNICIPAL CLERK

Date signed: May 17 / 23



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 5th day of May, A.D. 2023, before me, personally came and appeared [REDACTED], the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that 4326971 Nova Scotia Limited of the parties thereto, signed, sealed and delivered the same in his/her presence.

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

Simon McCormick
Stewart McKelvey
600-1741 Lower Water Street
Halifax, NS B3J 0J2

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 5th day of May, A.D. 2023 before me, personally came and appeared [REDACTED], the subscribing witness to the foregoing indenture who having been by me duly 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

KRISTA VINING
A Commissioner of the
Supreme Court of Nova Scotia

Schedule A Legal Description of the Lands

PID 41332503

Registration County: HALIFAX COUNTY

Street/Place Name: HIGHWAY 7 / WESTPHAL

Title of Plan: PLAN OF SURVEY OF LOT A-1R & LOT B-1R2, RESULTING FROM A S/D & CONSOLIDATION OF PORTIONS OF LOT A-1, LANDS CONVEYED TO CIVIC HOMES LTD & LOT B-1R, LANDS CONVEYED TO 3240443 NOVA SCOTIA LIMITED

Designation of Parcel on Plan: LOT A-1R

Registration Number of Plan: 108850422

Registration Date of Plan: 2016-04-26 15:42:17

Subject to a Development Agreement and Amendments in favour of Halifax Regional Municipality recorded as Document No. 106827778, 108558892 and 108807950.

Subject to an Easement/Right of Way as found in Document No. 108219875.

Subject to an Easement/Right of Way as found in Document No. 108220014.

Together with an Easement/Right of Way as found in Document No. 108979437.

Together with an Easement/Right of Way as found in Document No. 108979445.

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

Compliance:

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

Registration District: HALIFAX COUNTY

Registration Year: 2016

Plan or Document Number: 108850422

Schedule A-1 Legal Description of the Additional Lands

PID 00619627

ALL THAT certain piece or parcel of land lying and being on Highway No. 7, Westphal, Halifax Regional Municipality, Nova Scotia, being Lot J-1A and more particularly described as follows:

BEGINNING at a point on the northwestern boundary of Highway No. 7 which point is also the southwestern corner of Lot AY-A as said lot is shown on Alderney Surveys Ltd. plan no. 911123-1 by Steven Milligan, N.S.L.S. dated June 14, 1991 and approved by the Municipality of the County of Halifax on July 17, 1991, and filed as Plan no. 28020, drawer 290.

THENCE North 33 degrees 53 minutes 31 seconds East a distance of 36.77 feet along a western boundary of said Lot AY-A to a point;

THENCE North 18 degrees 53 minutes 34 seconds West a distance of 205.80 feet along the western boundary of said Lot AY-A to a point on the southwestern boundary of lands of McColl Frontenac Inc.;

THENCE North 47 degrees 31 minutes 31 seconds West a distance of 60.92 feet along the southwestern boundary of lands of McColl Frontenac Inc. to a point at the southern corner of lands of Security Investments Limited;

THENCE North 18 degrees 52 minutes 31 seconds West a distance of 690 feet more or less to the ordinary high water mark of Loon Lake and which point is also the northwestern corner of lands of Security Investments Limited;

THENCE in a westerly direction along the ordinary high water mark of Loon Lake a distance of 330 feet more or less to a point at the northeastern corner of Lands of Her Majesty the Queen in the Right of the Nova Scotia Department of Transportation;

THENCE South 18 degrees 51 minutes 45 seconds East a distance of 1,092 feet more or less along the eastern boundary of said lands of Her Majesty the Queen and lands of Burchill Mini Homes Sales Limited and the eastern boundary of the 107 Bypass to a point on the northern boundary of a parcel of lands expropriated by the Nova Scotia Department of Transportation for the 107 Bypass, said parcel being shown on a plan recorded in the Registry of Deeds as Plan No. 25552 in Drawer 182;

THENCE North 80 degrees 47 minutes 26 seconds East a distance of 101.45 feet along the northern boundary of said parcel to a point on the northern boundary of Highway No. 7;

THENCE South 18 degrees 50 minutes 34 seconds East a distance of 7.30 feet along the eastern boundary of Highway No. 7 to a point on the northern boundary of another parcel expropriated for the widening of Highway No. 7, said parcel being also show on a plan at the Registry of Deeds recorded as Plan No. 25552 Drawer 182;

THENCE through a curve to the left with a radius of 1389.70 feet a distance of 181.98 feet in a northeasterly direction along the northern boundary of Highway No. 7 to the place in beginning.

CONTAINING 6.26 acres more or less.

TOGETHER WITH an access easement over Lot AY-A for the purpose of egress and ingress for lot J-1A and granted by the Deed from Realcorp Properties Limited to Madison Realty Limited in Book 5924 Page 1000.

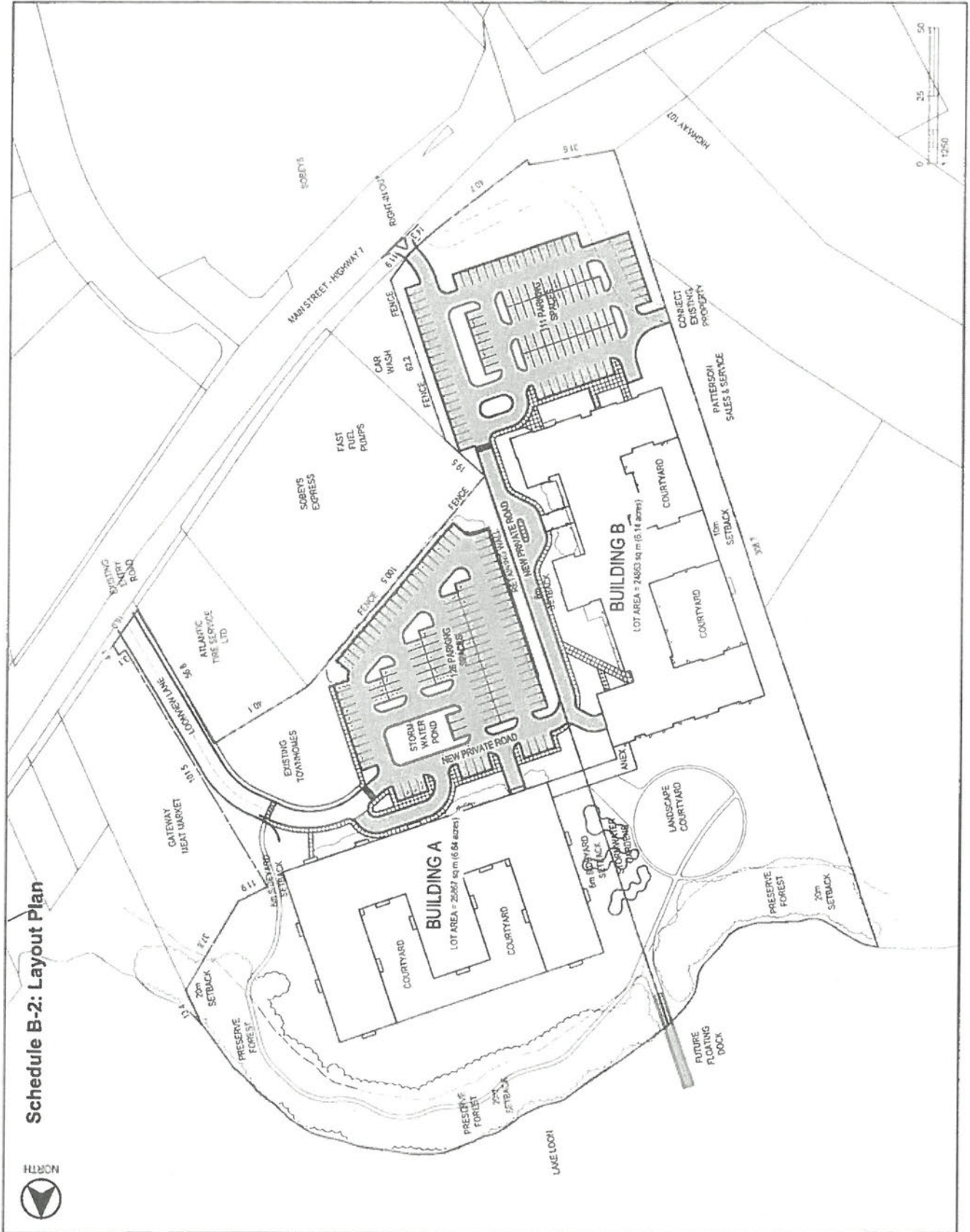
ALSO TOGETHER WITH a power line easement across Lot AY-A for the purpose of maintaining utility lines. Said easements being shown on Alderney Surveys Ltd. Plan No. 911123-1 dated June 14, 1991 and granted by the Deed from Realcorp Properties Limited to Madison Realty Limited in Book 5924 Page 1000.

SUBJECT TO 20 foot wide right of way to and in favour of Burchill Mini Homes Sales Limited, its successors and assigns, for the purposes of ingress and egress to and from the lands described in a Deed dated December 16, 1992 between Realcorp Properties Limited and Burchill Mini Home Sales Limited and recorded at the Registry of Deeds at Halifax, Nova Scotia in Book 5346 at Page 489 and shown on a sketch attached thereto as Schedule "B".

ALSO SUBJECT TO an easement for sign maintenance, for the benefit of Lot AY-A, recorded in Book 5166 at Page 599.

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 number 28020 in drawer 290.

Schedule B-2: Layout Plan







NORTH

Schedule C-3: Grading Plan

10/18/2025
1. Start Date:
2. Drawing No.:
3. Drawing Title:

Jotham

Client:
Project:
Date:

Client:
Project:
Date:

Scale:

Scale:

Scale:

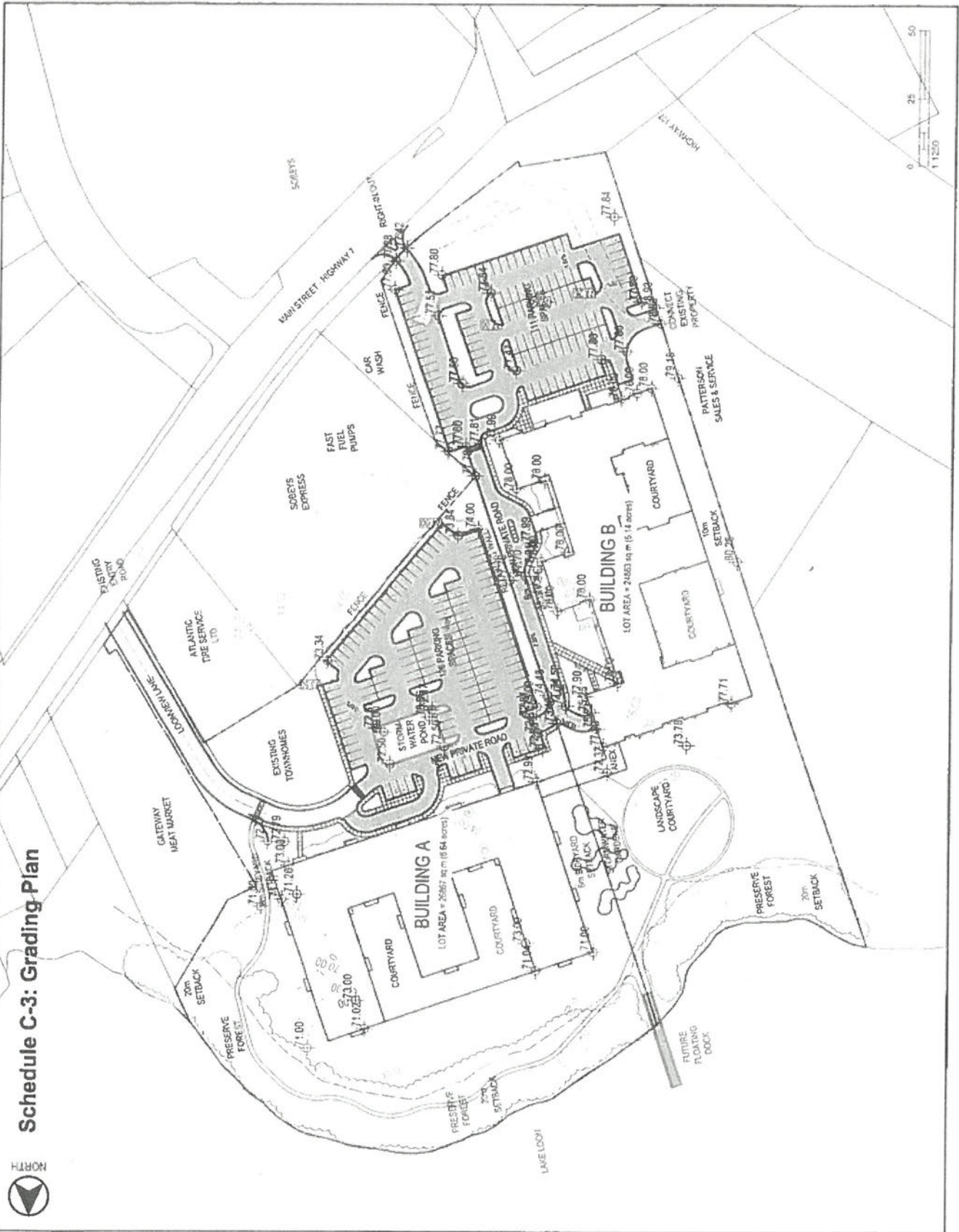
Project:
Client:
Date:

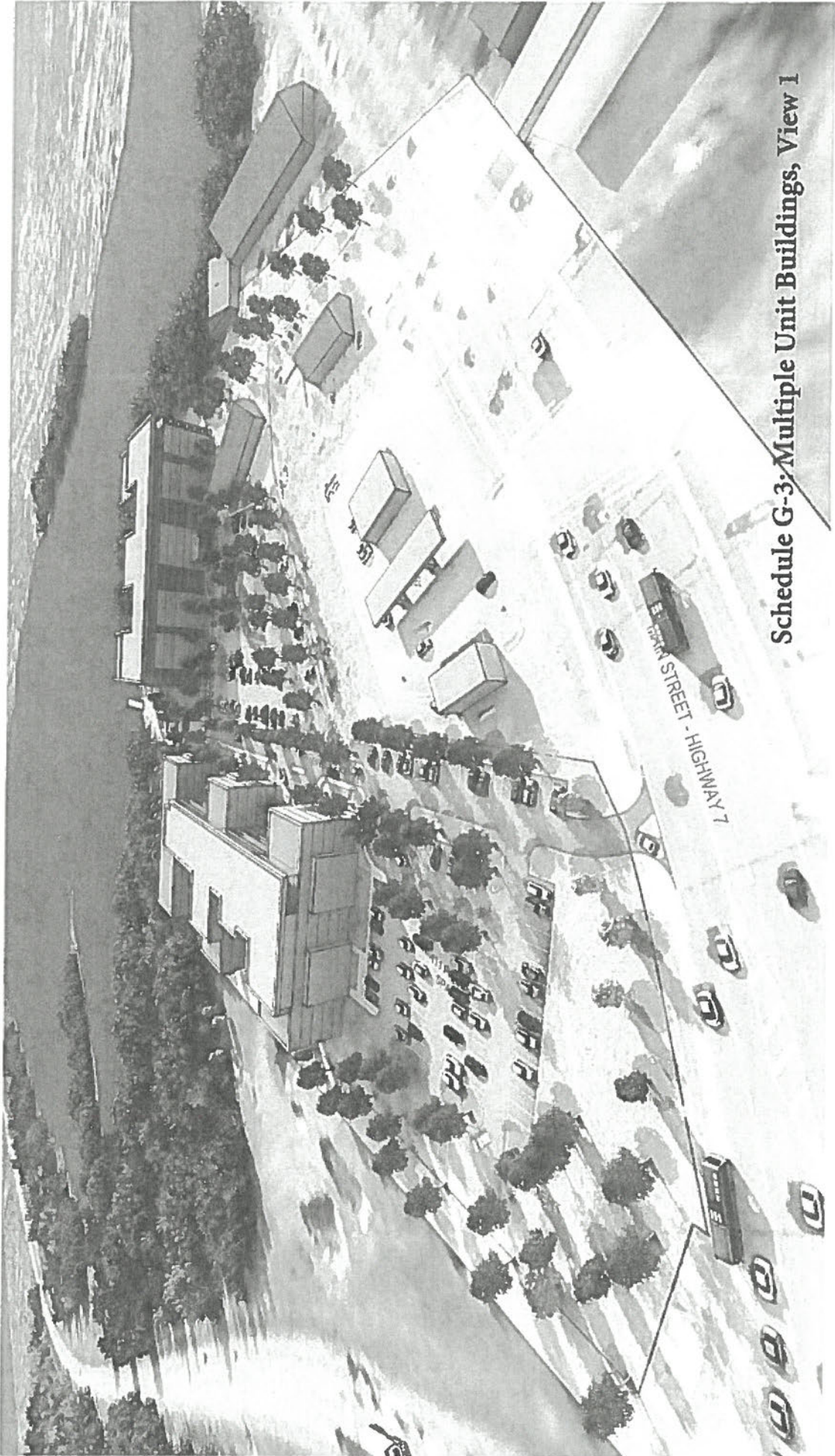
SCHEDULE C-3 GRADING PLAN

Project No.:
Client:
Date:

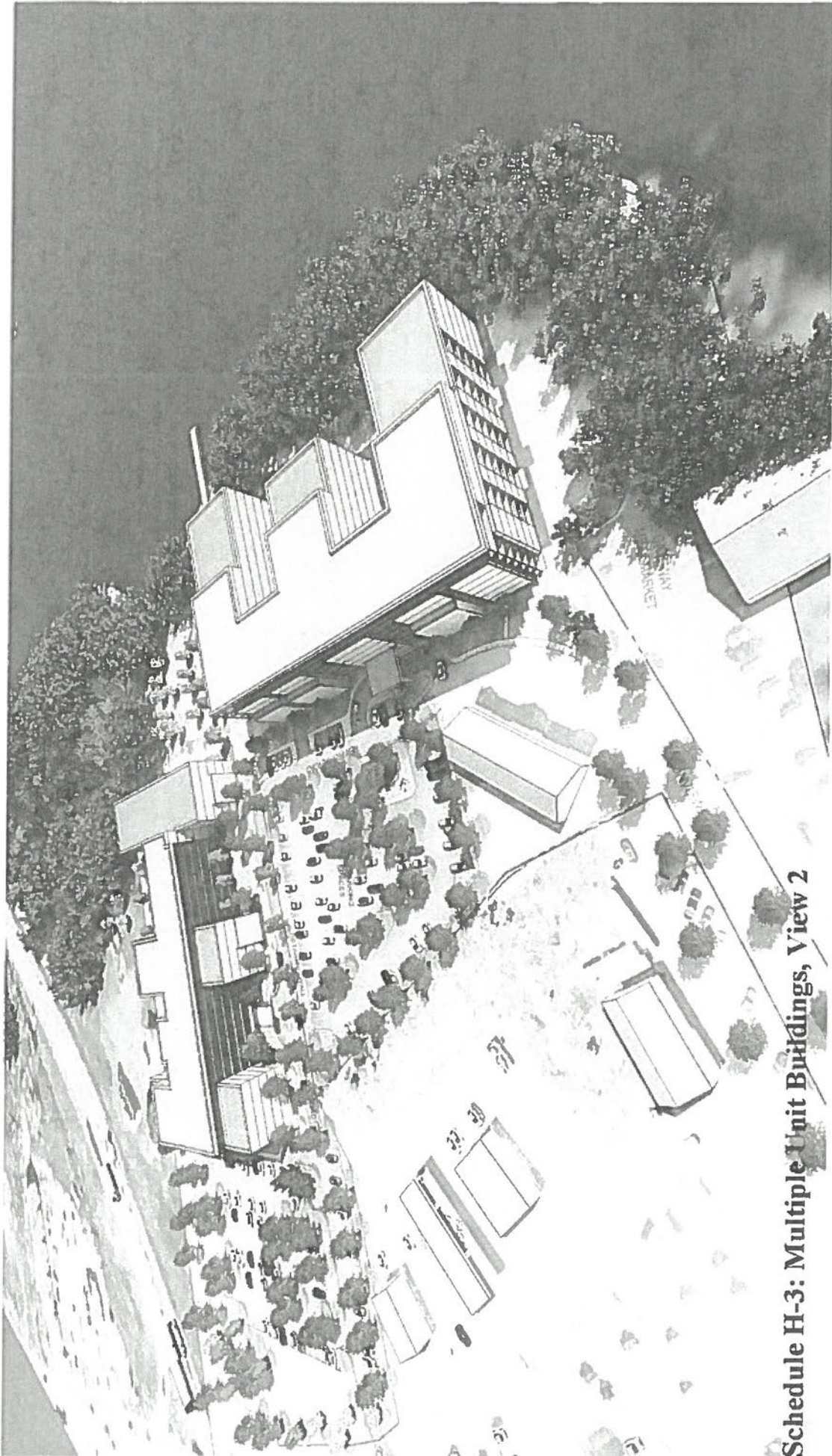
Scale:
Date:

L102





Schedule G-3-Multiple Unit Buildings, View 1



Schedule H-3: Multiple Unit Buildings, View 2

4326971 NOVA SCOTIA LIMITED

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

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SECOND AMENDING AGREEMENT

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MAINTAINED (LR)
SCANNED
QC

mc