

Form 24

Item No.10.1.3

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

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

(Instrument code: 451)

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

For Office Use

Registration district: Halifax
Submitter's user number: 9586
Submitter's name: Sean Glover/Cox & Palmer

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Kim MacKay, Registrar
110575405 Document #
APR 07 2017 MM DD YYYY
LR [checked] ROD []
12:17 Time
Original signed

In the matter of Parcel Identification Number (PID)
PID 161406

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

Instrument type	Amendment (not condominium)
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)	P.O. Box 1749 Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	Recorded as Document No. 103368016 on July 5, 2013
Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	N/A

Certificate of Legal Effect:

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

Dated at Halifax, in the Halifax Regional Municipality, Province of Nova Scotia, on April 6, 2017.

Original signed

Signature of authorized lawyer
Name: Sean Glover
Address: 1100-1959 Upper Water Street, Halifax,
NS B3J 3N2
Phone: _____
E-mail: _____
Fax: _____

- 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 AMENDING AGREEMENT made this 22 day of February, 2017,

Approved as to Form
and Authority
Original signed

BETWEEN:

Solicitor

3276428 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 5534, 5558, Bilby Street, and 2819-2827 Isleville Street, Halifax, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Halifax and West Community Council of the Municipality approved an application to enter into a development agreement to allow for a multi-unit residential building on the Lands (Municipal reference number 17511), which said Development Agreement was registered at the Halifax County Land Registration Office on July 5th, 2013 as Document Number 103368016 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested amendments to the Existing Agreement to allow for a mixed-use development that consists of residential and home-based business uses, and to enable changes to the building design on the Lands;

AND WHEREAS the Halifax and West Community Council for the Halifax Regional Municipality approved this request at a meeting held on November 15, 2016, referenced as Municipal Case Number 20326;

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

1. Section 2.2 of the Existing Agreement is amended by inserting the text shown in **bold**:

“(b) “Indoor Amenity Space” means common amenity areas for residents of the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

(c) “Live-Work Unit” means a ground-level dwelling unit with direct street frontage, part of which may be used as a home-based business, and the dwelling unit is the principle residence of the business operator.

(d) “Personal Service Shop” means the use of part of the Live-Work Unit for professional or personal services and, without limiting the generality of the definition, includes beauty and hair salon, medical clinic, and similar uses, but excludes adult entertainment uses.”

2. Section 3.1 of the Existing Agreement is amended by deleting the Schedules shown in ~~strikeout~~ and inserting the Schedules shown in **bold**, as follows:

~~Schedule B — Site Plan~~
~~Schedule C 1 — Landscape Plan (Level 1)~~
~~Schedule E 1 — North Elevation (Bilby Street)~~
~~Schedule E 2 — South Elevation~~
~~Schedule E 3 — East Elevation~~
~~Schedule E 4 — West Elevation (Isleville Street)~~
~~Schedule F 1 — Parkade Plan~~
~~Schedule F 2 — Ground Floor Plan (Level 1)~~

“Schedule B-A	Site Plan
Schedule C-1A	Ground Floor Plan (Level 1)/Parkade Plan
Schedule E-1A	North Elevation (Bilby Street)
Schedule E-2A	South Elevation
Schedule E-3A	East Elevation
Schedule E-4A	West Elevation (Isleville Street)

3. The Existing Agreement is further amended by:
- (a) deleting all references to "Schedule B" and replacing it with "Schedule B-A";
 - (b) deleting all references to "Schedule C-1" and replacing it with "Schedule C-1A";
 - (c) deleting all references to "Schedule E-1" and replacing it with "Schedule E-1A";
 - (d) deleting all references to "Schedule E-2" and replacing it with "Schedule E-2A";
 - (e) deleting all references to "Schedule E-3" and replacing it with "Schedule E-3A";
 - (f) deleting all references to "Schedule E-4" and replacing it with "Schedule E-4A";
 - (g) deleting all references to "Schedule F-1";
 - (h) deleting all references to "Schedule F-2".
4. Section 3.3 of the Existing Agreement is amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

~~3.3~~ **General Description of Land Use**

~~The uses(s) of the Lands permitted by this Agreement are the following:~~

- ~~(a) A residential building containing a maximum of 56 units within seven (7) storeys. The building shall consist of an apartment house (multiple unit residential uses) in conjunction with townhouse dwellings, which is detailed as follows:
 - ~~i. the apartment house shall contain a maximum of 48 units.~~
 - ~~ii. The townhouse dwellings shall:
 - ~~Schedule~~
 - ~~a) not exceed a maximum of 8 units;~~
 - ~~b) form a part of the overall building and be considered as part of the multiple unit dwelling;~~
 - ~~c) consist of 2 storeys; and~~
 - ~~d) be a minimum of 1,200 square feet (111.5 square metres) in gross floor area for each unit and contain at least 2 bedrooms.~~~~~~
- ~~(b) Home occupation uses within the townhouse dwellings only.~~

3.3A General Description of Land Use

The use(s) of the Lands permitted by this Agreement, subject to its terms and

conditions as generally illustrated on the Schedules attached hereto, are the following:

- (a) **Residential Uses:** A 7-storey apartment house (multiple-unit residential building) containing a maximum of 71 units, in the form of dwelling units and Live-Work Units;
- (b) **Commercial Uses:** Only one of the following home-based business uses shall be in conjunction with a Live-Work Unit: Community Facility, Medical Clinic, Office or Personal Service Shop; and
- (c) **Uses accessory to any of the foregoing uses.”**

5. The Existing Agreement is further amended by:

- (a) deleting all references to “townhouse units” and replacing it with “Live-Work Units”;

6. Section 3.4 of the Existing Agreement is amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

~~3.4 Detailed Provision for Land Use~~

~~3.4.1 The Developer shall provide the Development Officer with sufficient information to verify that the proposed development conforms to each of the following requirements:~~

- ~~(a) **Maximum Height:** The height of building above grade shall not exceed 20.7 metres (68 feet), and shall not include the underground parking garage. Height shall be defined as the vertical distance of the highest point of the roof above the mean grade of the finished ground adjoining the building along Bilby Street.~~
- ~~(b) **Maximum Population Density:** The density for 56 residential units shall not exceed a maximum of 144 persons. For the purposes of calculating population density on the Lands, the following shall apply:
 - ~~i. Bachelor units shall be assigned 1 person per unit;~~
 - ~~ii. One (1) Bedroom units shall be assigned 2 persons per unit; and~~
 - ~~iii. Two (2) Bedroom or more units shall be assigned 2.25 persons per unit;~~~~

“3.4A Detailed Provisions for Land Use:

3.4A.1 A maximum of 7 Live-Work Units shall be permitted on the ground level, subject to the following regulations:

- (a) The units shall be limited to uses permitted by sub-sections 3.3A(a) and 3.3A(b) of this Agreement.**
- (b) The units shall have direct frontages on either Isleville Street or Bilby Street and form a part of the overall building; be a minimum of 65 square metres (700 square feet) in gross floor area; and contain at least one bedroom;**
- (c) The residential component of the unit shall occupy a minimum of 50% of the gross floor area of the Live-Work Unit;**
- (d) At least one full-time resident of the dwelling unit with the home-based business operates the business or service;**
- (e) Business hours of operation shall be limited to 8:00 a.m. to 9:00 p.m.**

3.4A.2 A maximum of 64 residential dwelling units shall be permitted within the multiple-unit residential portion of the building. The upper levels shall include Indoor Amenity Space, landscaped open space and residential accessory uses only.

3.4A.3 The Developer shall provide the Development Officer with sufficient information to verify that the proposed development conforms to each of the following requirements:

- (a) Height: The height of building above grade shall not exceed 20.7 metres (68 feet). Height shall be defined as the vertical distance of the highest point of the roof above the mean grade of the finished ground adjoining the building along Bilby Street and Isleville Street. Height exemptions included in the Halifax Peninsula Land Use By-law shall apply.**
- (b) Population Density: The density for 71 residential units shall not exceed a maximum of 144 persons. For the purposes of calculating population density on the Lands, the following shall apply:**
 - Bachelor units shall be assigned 1 person per unit;**
 - One (1) Bedroom units shall be assigned 2 persons per unit; and**
 - Two (2) Bedroom or more units shall be assigned 2.25 persons per unit;**

- (c) Further to 3.4A.4(c), for the purposes of determining permissible density, one bedroom plus den units shall be considered one-bedroom units and two bedrooms plus den shall be considered two bedroom units;
- (d) **Unit Mix:** A minimum of 33% of the residential units shall consist of 2 or more bedrooms per unit; and
- (e) **Indoor Amenity and Open Spaces:** The multiple-unit building shall include a minimum of 65 square metres (700 square feet) of Indoor Amenity Space within the building, and a minimum of 25 square metres (269 square feet) of amenity space outside the building.”

7. Section 3.5 of the Existing Agreement is amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

~~3.5.1 The Developer shall construct a residential building on the Lands, as shown on Schedule B. The building shall consist of 2 residential uses, as shown on the Schedules, and they shall be joined by the main body of the building.~~

“3.5.1A The Developer shall construct a residential building on the Lands, as shown on Schedule B-A. The building shall consist of a mix of residential unit types, as shown on the Schedules, and they shall be joined by the main body of the building.

8. Section 3.8 of the Existing Agreement is amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

~~3.8 — PARKING, CIRCULATION AND ACCESS~~

~~3.8.1 The entrance, driveway and parking area shall be shown on Schedule B.~~

~~3.8.2 Parking, circulation and access shall be in conformance with the following:~~

- ~~(a) Parking area shall contain no more than 60 spaces;~~
- ~~(b) Underground and above ground parking areas shall be as generally shown on Schedules F-1 and F-2;~~
- ~~(c) Bicycle parking shall be provided as per the requirements of the Halifax-Peninsula Land Use By-law;~~
- ~~(d) Notwithstanding clauses (a) and (b), up to one quarter of the individual parking spaces may be reduced in size to a minimum of 8 feet by 17 feet.~~

“3.8A PARKING AND BICYCLE FACILITIES

3.8A.1 Vehicular parking shall include parking within the building to accommodate a maximum of 66 vehicular parking spaces. Up to 25 percent of the parking spaces may be reduced in size to 8 feet by 17 feet. A minimum of 5 parking spaces shall be designated as visitor parking.

3.8A.2 The Developer shall provide bicycle parking pursuant to the Land Use By-law for Halifax Peninsula.”

9. Section 3.12 of the Existing Agreement is amended by deleting the text shown in ~~strikeout~~ and inserting the text shown in **bold**, as follows:

3.12—Signs

~~Signage shall be limited to one temporary ground (1) sign depicting the name or corporate logo of the Developer which shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. This temporary ground sign shall be removed prior to the issuance of the last residential occupancy permit.~~

“3.12A Signs

Signage shall be limited to the following:

- (a) No ground sign shall be permitted on the Lands;**
- (b) signage shall be limited to the sizes and areas shown on Schedules E-1A and E-4A; and**
- (c) Two (2) temporary ground signs depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. Temporary ground signs shall be removed prior to the issuance of the last residential occupancy permit.”**

10. Section 5.1 of the Existing Agreement is amended by deleting the text shown in ~~strikeout~~, as follows:

5.1 Non-Substantive Amendments

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

- ~~(a) A reduction in the number of floors in the building;~~
- ~~(b) A 10% increase of the total number of the multi-dwelling units provided that neither the building size nor the exterior appearance of the building change;~~
- (c) Minor changes to the exterior architectural appearance of the building, including materials, colours, and architectural treatments which, in the opinion of the Development Officer, are not permitted under sub-section 3.6;
- (d) The granting of an extension to the date of commencement of construction as identified in Section 6.3 of this Agreement; and

(e) The length of time for the completion of the development as identified in Section 6.5 of this Agreement;

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 30th day of February, 2017.

SIGNED, SEALED AND DELIVERED in the presence of:

____ Original signed ____

Witness _____

Witness _____

3276428 NOVA SCOTIA LIMITED

Original signed

Per: _____
Print Name. Original signed

Posit: Original signed

Per: _____
Print

Posit: _____

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

Original signed

Witness _____

Original signed

Witness / _____

HALIFAX REGIONAL MUNICIPALITY

Per: Original signed
Mayor Mike Savage

Per: _____

Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 30th day of January, A.D., 2017, before me, the subscriber personally came and appeared Brian I. Chappell a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that 3276428 NOVA SCOTIA LIMITED one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Original signed. Original signed

~~Commissioner of the Supreme Court
of Nova Scotia~~
JONATHAN D. ROSS
A. B. C. D. E. F. G. H. I. J. K. L. M. N. O. P. Q. R. S. T. U. V. W. X. Y. Z.
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

Original signed

On this ___ day of _____, A.D., 20___, before me, the subscriber ~~personally~~ came and appeared _____ ~~the~~ subscribing witness to the foregoing Indenture who being by me ~~sworn~~, ~~made oath~~, and said that Mike Savage, Mayor, and Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of ~~the said Municipality~~ thereto in his/her presence.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

Original signed

On this ____ day of _____, A.D., 20__, before me, the subscriber personally came and appeared _____ a ~~subscribing witness~~ to the foregoing Indenture who having been by me duly sworn, ~~made oath~~ and said that 3276428 NOVA SCOTIA LIMITED ~~one of the parties thereto~~, signed, sealed and delivered the same in his/her ~~presence~~.

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 24th day of February, A.D., 2017, before me, the subscriber personally came and appeared _____ **Original signed** the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

Original signed

A Commissioner of the Supreme Court
of Nova Scotia

SHERRYLL MURPHY
A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE A

Legal Description of the Lands at 5534-5558 Bilby Street and 2819-2827 Islesville Street

PID 161406

ALL that consolidated lot, piece or parcel of land and premises situate, lying and being in the north suburbs of the City of Halifax and more particularly bounded and described as follows:

Beginning on the Eastern side of Young Street, so called (now Islesville Street) at a point distant ninety feet (90') Northerly from the Northeast angle formed by the intersection of Young Street aforesaid (now called Islesville Street) and Almon Street;

Thence to run Easterly at right angles to Eastern Side of Young Street, so called (now Islesville Street) one hundred feet (100'), more or less, to a point;

Thence at right angles Northerly to the Southern side line of Lot Number 13, Letter B of George Isles Plan;

Thence at right angles Easterly along the rear lot line of the lots fronting on Almon Street sixty one feet ten inches (61' 10"), more or less, to a point.

Thence at right angles Northerly one hundred and two feet nine inches (102' 9"), more or less, to the south line of Bilby Street;

Thence at right angles Westerly along the south lien of Bilby Street one hundred sixty one feet ten inches (161' 10"), more or less, to the intersection formed by the Eastern side line of Young Street aforesaid (now called Islesville Street) with the South side line of Bilby Street;

Thence at right angles Southerly along the Eastern side line of Young Street aforesaid (now called Islesville Street) one hundred fifteen feet (115'), more or less, to the place of beginning.

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

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Section 268A that is a Deemed Consolidation - (De Facto Consolidation).