





THIS AGREEMENT made this 7<sup>th</sup> day of October 2016.

BETWEEN:

Approved as to Form  
and Authority  
[Redacted]  
Solicitor

**CASCADE PROPERTY GROUP 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 26 and 34 Walker Service Road, Lower Sackville, 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 the development of townhouses and a multiple unit dwelling on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies RR-3 and UR-10 of the Sackville Municipal Planning Strategy and Section 3.6(b) of the Sackville Land Use By-law;

AND WHEREAS the North West Community Council for the Municipality approved this request at a meeting held on July 11, 2016, referenced as Municipal Case 19056;

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

[Large diagonal line and redacted signature area]

## **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, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Sackville and the Regional Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

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

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

### **1.4 Conflict**

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

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

### **1.5 Costs, Expenses, Liabilities and Obligations**

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

## **1.6 Provisions Severable**

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 Words Not Defined under this Agreement**

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

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19056:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C1	North Multiple unit Dwelling Elevation Plan
Schedule C2	South Multiple unit Dwelling Elevation Plan
Schedule C3	East & West Multiple unit Dwelling Elevation Plan

### **3.2 Requirements Prior to Approval**

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Final plan of subdivision approved by the Municipality in accordance with Section 3.6 of this Agreement; and
  - (b) Landscaping Plan in accordance with Section 3.10 of this Agreement.
- 3.2.2 Prior to the issuance of the last Occupancy Permit for the multiple unit dwelling, the Developer shall provide a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping on the lot containing the multiple unit dwelling has been completed according to the terms of this Agreement.
- 3.2.3 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**

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

- (a) a maximum of 34 townhouse units;
- (b) 1 multiple unit dwelling containing a maximum of 52 residential units;
- (c) a single unit dwelling located at 34 Walker Service Road; and
- (d) accessory uses and structures to the above main uses.

### **3.4 Siting and Architectural Requirements for the Multiple Unit Dwelling**

- 3.4.1 The multiple unit dwelling shall be located as generally shown on Schedule B and shall meet all minimum yard measurements as shown on Schedule B.
- 3.4.2 The multiple unit dwelling shall be a maximum of 4 storeys in height.
- 3.4.3 The architectural design, height and exterior materials of the multiple unit dwelling shall be in general conformance with the designs shown in Schedules C1, C2 and C3.
- 3.4.4 The Development Officer may permit unenclosed structures attached to the multi-unit building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards in conformance with the provisions of the Sackville Land Use By-law, as amended from time to time.
- 3.4.5 Any roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened and shall not be visible from any abutting public street.
- 3.4.6 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).
- 3.4.7 Any exposed foundation in excess of 2 feet in height shall be architecturally detailed with stone or brick or treated in an equivalent manner acceptable to the Development Officer.
- 3.4.8 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 or complement the colour of the adjacent surface.

### **3.5 Siting and Architectural Requirements for the Townhouses**

- 3.5.1 The townhouses shall front onto Road 'A' as generally shown on Schedule B. The specific townhouse configuration need not match the configuration shown on Schedule B provided:
  - (a) the townhouses meet all minimum yard measurements as shown on Schedule B;
  - (b) all townhouse buildings contain 6 or fewer townhouse units;
  - (c) all townhouses meet the minimum lot area, frontage, yard and height requirements set out in the Sackville Land Use By-Law for the R-5 (Townhouse) Zone, as amended from time to time, but excluding Section 11.3; and
  - (d) all other requirements of this Agreement are met.
- 3.5.2 The Development Officer may permit unenclosed structures attached to the townhouses such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required

minimum front, side and rear yards in conformance with the provisions of the Sackville Land Use By-law, as amended from time to time.

### **3.6.1 Subdivision of the Lands**

3.6.1 An application for final subdivision shall be submitted to the Development Officer in accordance with the Regional Subdivision By-law and Schedule B of this Agreement.

3.6.2 The lot containing the multiple unit dwelling shall be located as generally shown on Schedule B.

3.6.3 Lots containing townhouses shall meet the requirements set out in the Sackville Land Use By-Law for the R-5 (Townhouse) Zone, as amended from time to time, but excluding Section 11.3.

3.6.4 The lot containing the existing single unit dwelling, identified as Civic 34 on Schedule B, may be serviced by on-site sewer and shall meet all requirements of the Sackville Land Use By-Law for the R-6 (Rural Residential Zone), as amended from time to time. Following the subdivision, Council may discharge this Agreement from the lot containing the single unit dwelling, as set out in Section 7.4 of this Agreement.

### **3.7 Parkland Dedication**

3.7.1 The Developer shall convey to the Municipality parkland as shown as Park Area on Schedule B at the time of final subdivision. The Development Officer may permit variations to parkland site configuration, in consultation with the HRM parkland planner, provided appropriate access and road frontage is maintained and the proposed parkland meets the requirements of the Municipality. The land shall meet both the usable land definition and Parkland Quality of Land Criteria as found in the Regional Subdivision By-Law.

3.7.2 The Developer agrees to remediate any contamination on the proposed Park Area and provide written confirmation from a qualified engineer licensed to practice in Nova Scotia that the parkland is safe for the intended public recreation use.

3.7.3 The Developer agrees that any outstanding parkland dedication at the final subdivision stage will be in the form of cash, site preparation, site development or any combination of cash, site preparation and site development.

### **3.8 Parking, Circulation and Access**

3.8.1 A minimum of 1.5 parking spaces per residential unit shall be provided for the multiple unit dwelling.

3.8.2 Parking for bicycles for the multiple unit dwelling shall be located in the general location as shown on Schedule B and in conformance with the bicycle parking requirements set out in the Sackville Land Use Bylaw, as amended from time to time.

3.8.3 The outdoor parking area for the multiple unit dwelling shall be located as generally shown on Schedule B and shall contain a maximum of 26 parking spaces. All other required parking spaces for the multiple unit dwelling shall be located underground.

3.8.4 The outdoor parking area for the multiple unit dwelling shall be hard surfaced.

3.8.5 The driveway accesses for the townhouses shall be grouped in a manner as generally shown on Schedule B.

### **3.9 Outdoor Lighting**

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.

### **3.10 Landscaping**

3.10.1 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of the landscaping shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.

3.10.2 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.

3.10.3 Prior to issuance of the Occupancy Permit for the multiple unit dwelling shown on Schedule B, 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 on the lot containing the multiple unit dwelling has been completed according to the terms of this Development Agreement.

3.10.4 Notwithstanding Section 3.10.3, above the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.11 Maintenance**

The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow and ice control, salting of walkways and driveways.

### **3.12 Signs**

A maximum of one ground sign shall be permitted at the entrance to Road A, shown on Schedule B, to denote the community or subdivision name. The location of such sign shall require the approval of the Development Officer and Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 metres (10 feet) and the face area



of any sign shall not exceed 4.65 square metres (50 square feet). The sign 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.

### **3.13 Temporary Construction Building**

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

### **3.14 Screening for Multiple Unit Dwelling**

3.14.1 Refuse containers located outside the multiple unit dwelling shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.

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

### **3.15 Non-disturbance Areas**

Existing vegetation located within the non-disturbance areas as shown on Schedule B shall be maintained. Should this area be disturbed during construction or for other reasons, the Developer shall submit a remediation plan prepared by a landscape architect (a full member, in good standing with Canadian Society of Landscape Architects) to be approved by the Development Officer in consultation with HRM Urban Forestry.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

- 4.1 All design and construction of primary and secondary service systems shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.
- 4.2 One new municipal road shall be constructed in the general location shown on Schedule B and shall include a sidewalk located on the west side of the road and a pedestrian walkway located between the cul-de-sac terminus and Walker Service Road as shown on Schedule B.
- 4.3 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.
- 4.4 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.
- 4.5 The permitted multiple unit dwelling shall include designated space for five stream (refuse, recycling and composting) source separation services in accordance with By-law S-600 as

amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

- 5.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

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

- (a) Changes to the Siting and Architectural Requirements set out in Sections 3.3 and 3.4, and Schedules C1 to C3 of this Agreement;
- (b) Changes to the Parking, Circulation and Access requirements set out in Section 3.8 of this Agreement;
- (c) Changes to the Landscaping Requirements set out in Section 3.10 of this Agreement;
- (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement; and
- (e) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

### **6.2 Substantive Amendments**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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

## **7.2 Subsequent Owners**

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

## **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the issuance of a Construction Permit.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

## **7.4 Completion of Development**

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Sackville, as may be amended from time to time.

## **7.5 Discharge of Agreement**

If the Developer fails to complete the development after 8 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

## PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

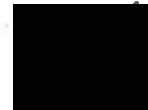
### 8.1 Enforcement

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

### 8.2 Failure to Comply

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

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





PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 12<sup>th</sup> day of Sept, A.D. 2016, before me, the subscriber personally came and appeared Diana Metlegz a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that CASCADE PROPERTY GROUP LIMITED, of the parties thereto, signed, sealed and delivered the same in his/her presence.

  
A Commissioner of the Supreme Court  
**DONNA BABINEAU**  
of Nova Scotia  
A Commissioner of the  
Supreme Court of Nova Scotia

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PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 7 day of Oct, A.D. 2016, before me, the subscriber personally came and appeared Ken Berntzen the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjean, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

Sherrill Murphy  
Acting  
KV  
  
A Commissioner of the Supreme Court  
of Nova Scotia

**KRISTA VINING**  
A Commissioner of the  
Supreme Court of Nova Scotia

**Schedule A  
Property Description**

**PID 40706822**

ALL and singular that certain lot, piece, parcel or tract of land situate, lying and being at Lower Sackville, Halifax County, Nova Scotia, and being shown as Lot 2 on Plan of Survey of Lot 2 Lewis E. Kelly, Sr. Subdivision, Lands of Lewis E. Kelly, Sr., dated October 3, 1995, and certified by Allen M. Hunter, N.S.L.S., said Lot 2 being more particularly described as follows:

BEGINNING at a point on the western boundary of Walker's Service Road at the southeast corner of Lot AA Lewis E. Kelly, Sr. Subdivision, lands of Brian Eugene Kelly and said point also being the northeast corner of the lot under description;

THENCE to follow the southern boundary of Lot AA on a bearing of South Fifty-two (52) degrees Nineteen (19) minutes Twenty-one (21) seconds West for a distance of Two Hundred and Twenty-four decimal One Seven (224.17) feet to an eastern boundary of remainder of Lot X, Raymond Peverill Subdivision, lands of Lewis E. Kelly, Sr.;

THENCE to follow the eastern boundary of remainder of Lot X on a bearing of South Zero Five (05) degrees Twenty-six (26) minutes Eleven (11) seconds East for a distance of Ninety-one decimal Five Three (91.53) feet to a northern boundary of remainder of Lot X, Raymond Peverill Subdivision;

THENCE to follow the northern boundary of remainder of Lot X on bearings and distances of North Sixty-eight (68) degrees Thirty-one (31) minutes Thirty-two (32) seconds East One Hundred and Forty decimal Five Eight (140.58) feet;

THENCE North Fifty-seven (57) degrees Twenty-three (23) minutes Thirty-five (35) seconds East One Hundred and Two decimal Three Three (102.33) feet;

THENCE North Zero Six (06) degrees Zero Three (03) minutes Sixteen (16) seconds East Thirty-three decimal Eight Seven (33.87) feet to the western boundary of Walker's Service Road;

THENCE to follow the western boundary of Walker's Service Road on a bearing of North Thirty (30) degrees Thirty-three (33) minutes Eleven (11) seconds West for a distance of One Hundred and Two decimal Zero Zero (102.00) feet to the place of beginning.

LOT 2 to contain an area of Twenty-six Thousand Eight Hundred and Fifty-six (26,856) square feet.

ALL bearings are referenced to the Nova Scotia modified transverse mercator grid, central meridian Sixty-four (64) degrees Thirty (30) minutes west longitude.

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

Compliance:

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

Registration District: HALIFAX COUNTY

Registration Year: 1995

Plan or Document Number: 31045

**PID 40124398**

ALL that certain lot, piece or parcel of land situate, lying and being in Lower Sackville, in the County of Halifax, Province of Nova Scotia, as shown on a plan of Lot No. 1 of the lands of Leo Peverill dated November 2, 1968, said lot of land being more particularly described as follows:

BEGINNING at an iron pin marking the point of intersection of the southeast boundary of a lot of land now or formerly owned by one R. Peverill and the west boundary of a One Hundred (100) foot right of way now or formerly called the Service Road;

THENCE South Eight (08) degrees Thirty (30) minutes East along the west boundary of the above mentioned right of way a distance of Two Hundred and Eighteen and Seven Tenths (218.7) feet to the beginning of a circular curve to the left;

THENCE continuing along the above mentioned circular curve to the left having an angle of Sixty-nine (69) degrees Twenty-nine (29) minutes and a radius of Three Hundred and Sixty-one and Two Tenths (361.2) feet a distance of Two Hundred and Forty-nine and Five Tenths (249.5) feet to an iron pin marking the most northerly corner of a lot of land now or formerly owned by one F. Robinson, said iron pin being distant South Forty-nine (49) degrees Fifty-five (55) minutes East a distance of Two Hundred and Forty-four and Nine Tenths (244.9) feet from the last above described course;

THENCE South Fifty-one (51) degrees Forty-three (43) minutes West along the northwest boundary of the above mentioned Robinson land a distance of Four Hundred and Six Tenths (400.6) feet to an iron pin on the northeast boundary of the land now or formerly owned by the Department of National Defence;

THENCE North Forty-nine (49) degrees Fifty-five (55) minutes West along the land now or formerly owned by the Department of National Defence a distance of Four Hundred and Twenty-seven and Seven Tenths (427.7) feet to an iron pin marking the most southerly corner of a lot of land now or formerly owned by one R. Peverill;

THENCE North Fifty (50) degrees Thirty-two (32) minutes East along the southeast boundary of the above mentioned Peverill land a distance of Five Hundred and Forty-five and Four Tenths (545.4) feet to the place of beginning.

\*\*\* 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: 1969

Plan or Document Number: 9084



**PID 40695561**

ALL and singular that certain lot, piece, parcel or tract of land situate, lying and being at Lower Sackville, Halifax County, Nova Scotia and being shown as Lot AA on Plan of Survey of Addition of Portion A, Lands of Lewis E. Kelly Sr. to Lot A, Lands of Brian Eugene Kelly, to Form Lot AA Lewis E. Kelly Subdivision, dated the 11th day of October A.D. 1994, and certified by Allen M. Hunter N.S.L.S., said Lot AA being more particularly described as follows:

BEGINNING AT a point on the southwestern boundary of Walker's Service Road at the northeast corner of lands of Archibald D. Fader and Ferne P. Fader as shown on said plan, said point also being the northwest corner of the lot under description;

THENCE to follow the eastern boundary of the lands of Archibald D. Fader and Ferne P. Fader on a bearing of South twenty-six (26) degrees forty-nine (49) minutes fifty-six (56) seconds West for a distance of two hundred and fifty-seven decimal three zero (257.30) feet to the northeast corner of Lot B1 Gladys A. Blackie and Lewis E. Kelly Sr. Subdivision;

THENCE to follow a portion of the eastern boundary of Lot B1 on a bearing of South thirty (30) degrees forty-seven (47) minutes fifty-six (56) seconds West for a distance of seventy-five decimal six seven (75.67) feet to a northwest corner of the remainder of Lot X, Raymond Peverill Subdivision;

THENCE to follow the northern boundary of Lot X on a bearing of South sixty-two (62) degrees forty-five (45) minutes forty-five (45) seconds East for a distance of one hundred and twenty-five decimal three nine (125.39) feet to a western boundary of the remainder of Lot X;

THENCE to follow the western boundary of the remainder of Lot X on a bearing of North fifty-two (52) degrees nineteen (19) minutes twenty-one (21) seconds East for a distance of two hundred and twenty-four decimal one seven (224.17) feet to the southern boundary of Walker's Service Road;

THENCE to follow the southern boundary of Walker's Service Road on a bearing of North thirty (30) degrees thirty-three (33) minutes eleven (11) seconds West for a distance of one hundred and seventy-seven decimal five zero (177.50) feet to the beginning of a curve having a radius of four hundred and seventy decimal eight seven (470.87) feet.

THENCE to continue to follow the southern boundary of Walker's Service Road along the arc of the said curve, to the left, in a westerly direction for a distance of seventy-six decimal zero nine (76.09) feet to the place of beginning.

Lot AA to contain an area of forty-nine thousand and sixty-seven (49,067) square feet.

ALL bearings are referenced to the Nova Scotia modified transverse mercator grid, central meridian 64 degrees 30 minutes west longitude.

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 30370 in drawer 330.

**PID 40699829**

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

BEGINNING on the southwestern boundary of the roadway expropriated by the Department of Highways for the Province of Nova Scotia and known as the Sackville Service Road, at a stake thereon marking the northwestern boundary of lands of one Leo Peverill;

THENCE to run North 08 degrees 00 minutes West along the said boundary line of said Sackville Service Road a distance of Three Hundred and Eighty-three and One Tenth (383.1) feet to the northwestern boundary line of land now or formerly owned or occupied by Roy Rodgers;

THENCE to run South 51 degrees 57 minutes West along the common boundary line between the said Roy Rodgers' property and the lot under description a distance of Eight Hundred and Forty-seven and Sixty-four One Hundredths (847.64) feet until it reaches the northern boundary line of the Bedford Rifle Range property;

THENCE to run South 50 degrees 11 minutes East along the common boundary line between the said Bedford Rifle Range property and the lot under description a distance of Four Hundred and Eleven and Ninety-six One Hundredths (411.96) feet to land now or formerly of one Leo Peverill;

THENCE to run North 50 degrees 32 minutes East along the common boundary line between the said Leo Peverill property and the lot under description a distance of Five Hundred and Forty-two and Sixty-four One Hundredths (542.64) feet to the place of beginning.

THE above described lot being shown as Lot "X" on a Plan made by A.T. Barry, Provincial Land Surveyor, dated August 1, 1969, and recorded at the Halifax County Registry of Deeds attached to a Deed in Book 2329 at Page 766.

SUBJECT TO the terms of a Boundary Line Agreement recorded in Book 2845 at Page 116.

SUBJECT TO the terms of a Boundary Line Agreement recorded in Book 2914 at Page 1027.

SAVING AND EXCEPTING THEREFROM the lands conveyed in Book 3281 at Page 640 and the lands conveyed in Book 5656 at Page 365 which were consolidated and shown on Plan 30370.

SAVING AND EXCEPTING THEREFROM the lands conveyed in Book 5815 at Page 541 and shown on Plan 31045.

\*\*\* 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

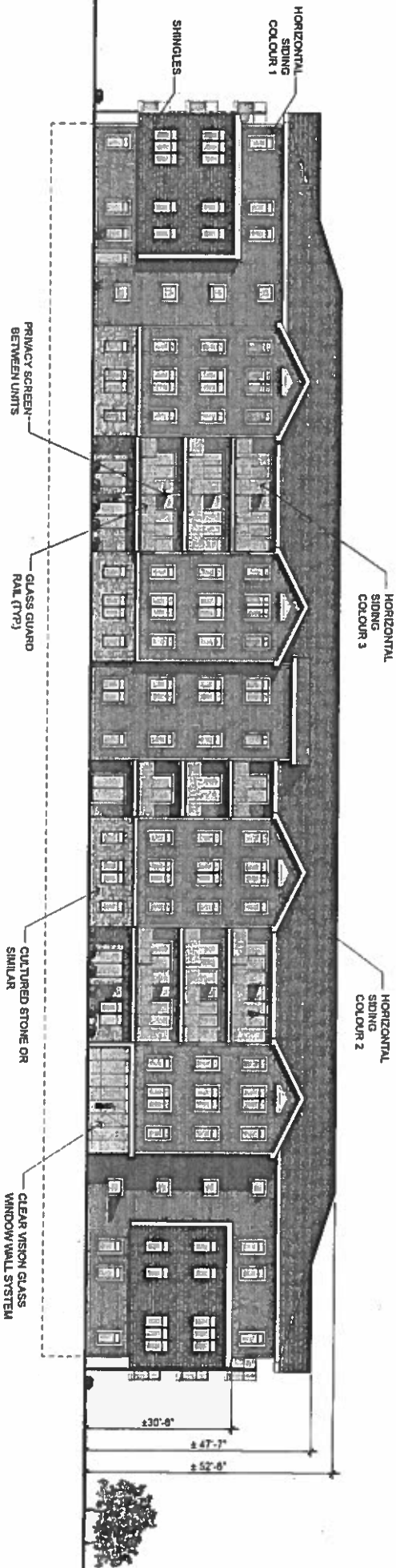
Registration District: HALIFAX COUNTY

Registration Year: 1995

Plan or Document Number: 31045

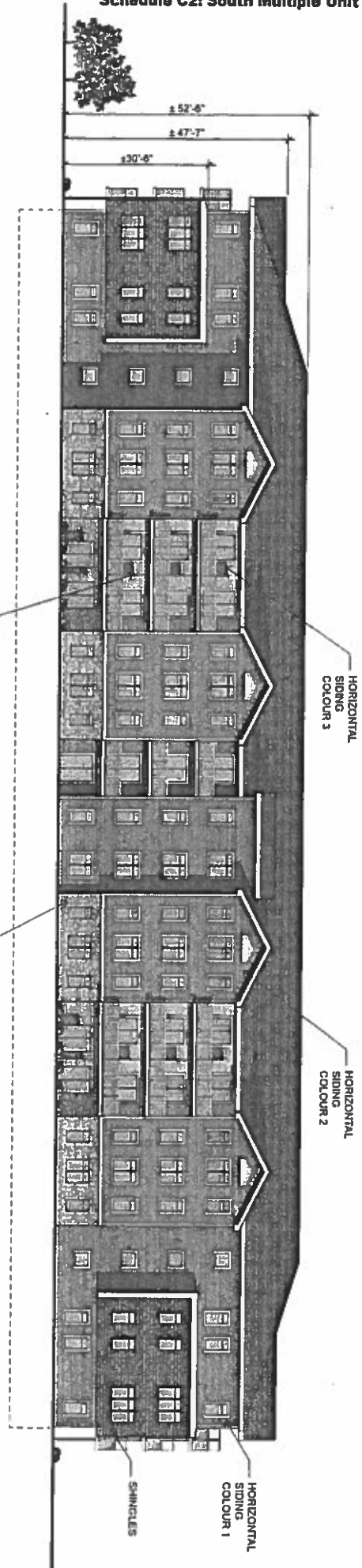


Schedule C1: North Multiple Unit Dwelling Elevation Plan

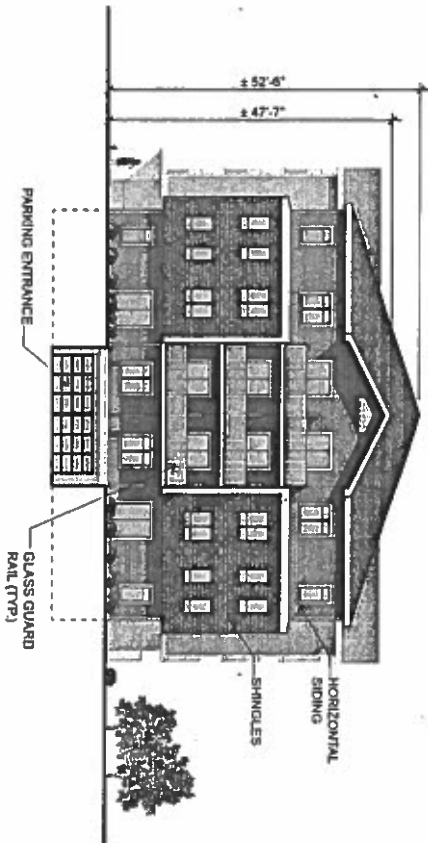
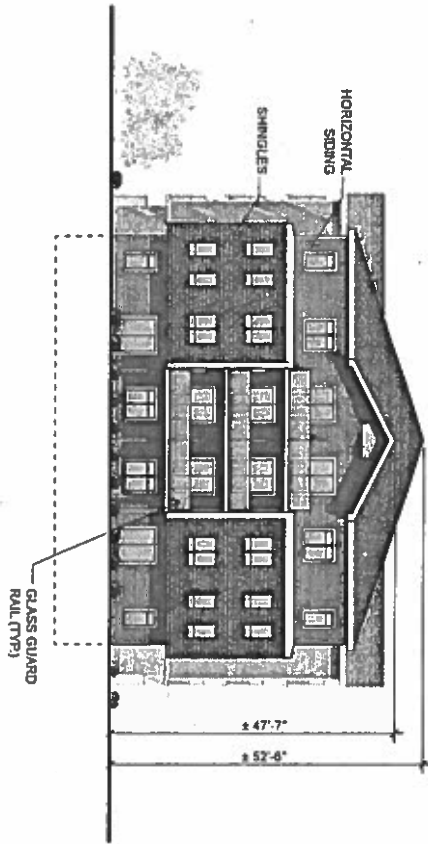


<p>WALKER SERVICE ROAD SACKVILLE, NS</p>	<p>NORTH ELEVATION MULTI UNIT RESIDENTIAL BUILDING</p>	<p>Project No.: 2012.04 Scale: 1" = 20'-0" Date: 02 OCT. 2015</p>	<p>WM FARRES CORPORATION</p>	<p>A1</p>
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Schedule C2: South Multiple Unit Dwelling Elevation Plan



<p>WALKER SERVICE ROAD SACKVILLE, NS</p>	<p>SOUTH ELEVATION MULTI UNIT RESIDENTIAL BUILDING</p>	<p>Project No.: 2012.04 Scale: 1" = 20'-0" Date: 02 OCT. 2015</p>	<p>WM FARRES GROUP</p>	<p>A2</p>
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WALKER SERVICE ROAD  
SACHVILLE, NS

EAST & WEST ELEVATION  
MULTI UNIT RESIDENTIAL BUILDING

Project No.: 2012.04  
Scale: 1" = 20'-0"  
Date: 02 OCT 2015



A3

**CASCADE PROPERTY GROUP LIMITED**

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

OF THE FIRST PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

A municipal body corporate,  
(hereinafter called the  
"Halifax Regional Municipality")

OF THE SECOND PART

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DEVELOPMENT AGREEMENT

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