

Attachment A: Existing Development Agreement

THIS AGREEMENT made this 10th day of December, 2012,

BETWEEN:

ST. MARGARET'S SQUARE LTD.

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

APPROVED
AS TO FORM

KB
Municipal Solicitor

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 at 5090 to 5126 St. Margaret's Bay Road (Highway No. 3), Upper Tantallon ("St. Margaret's Square") 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 three additional commercial buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy MU-16(A) of the Municipal Planning Strategy for Planning Districts 1 and 3 and Section 3.6(q) of the Land Use By-law for Planning Districts 1 and 3;

AND WHEREAS the Western Region Community Council for the Municipality approved this request at a meeting held on July 23, 2012, referenced as Municipal Case Number 16770;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning Districts 1 and 3 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.

2.2 Definitions Specific to this Agreement

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

- (a) "Landscape Architect" means a professional, full member in good standing with the Canadian Society of Landscape Architects.
- (b) "Landscaped Area" means any combination of trees, shrubs, flowers, grass or other horticultural elements, decorative stonework, pavers, screening or other landscape architectural elements, all of which are designed to enhance the visual amenity of the lands or to provide an amenity for common use by the occupants of a building.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop and use 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 16770:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	West Elevation – Phase C Building
Schedule D	North/ South Elevations – Phase C Building
Schedule E	East Elevation – Phase C Building
Schedule F	West Elevation – Phase D Building
Schedule G	North/ South Elevations – Phase D Building
Schedule H	East Elevation – Phase D Building
Schedule I	West Elevation – Phase E Building
Schedule J	North/ South Elevations – Phase E Building
Schedule K	East Elevation – Phase E Building

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer as per the terms of this Agreement:

- (a) Level II Groundwater assessment in accordance with Section 3.6 of this Agreement;
- (b) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 of this Agreement;
- (c) Approval of a Work Within Highway Right-of-Way Permit by N.S. Transportation and Infrastructure Renewal in accordance with Section 4.1 of this Agreement; and
- (d) Approval by N.S. Environment of on-site sewage treatment facilities for each phase in accordance with Section 4.3 of this Agreement.

3.2.2 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer as per the terms of this Agreement:

- (a) Certification from a Landscape Architect in accordance with Subsection 3.8.6 of this Agreement indicating that the Developer has complied with landscaping required pursuant to Section 3.8 of this Agreement, or Security in accordance with Subsection 3.8.7.

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

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

- (a) Commercial uses permitted in the MU-2 (Mixed Use 2) zone of the Land Use By-law;
- (b) Uses accessory to the foregoing uses; and
- (c) Uses permitted in the RPK (Regional Park) and PA (Protected Area) zones.

3.4 Detailed Provisions for Land Use

- 3.4.1 The proposed commercial buildings, as shown on the Schedules, shall comply with the following:

Phase C:	2 storeys, maximum gross floor area (GFA) of 34,000 sq. ft., maximum building "footprint" (ground-level GFA) of 17,000 sq. ft.
Phase D:	1 storey, maximum gross floor area of 7,500 sq. ft.
Phase E:	1 storey, maximum gross floor area of 9,600 sq. ft.

- 3.4.2 Notwithstanding Section 3.4.1, outdoor seating and patio areas may be permitted for any commercial use, provided there is no resultant loss of landscaping or parking spaces.

3.5 Architectural Requirements

- 3.5.1 The building's exterior design and materials shall be in conformance with Schedules C through K. Notwithstanding the Schedules, the Development Officer may permit minor modifications, such as but not limited to the number and location of doors and windows, to provide flexibility in the leasing of individual commercial spaces.
- 3.5.2 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.
- 3.5.3 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate, these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.
- 3.5.4 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork (murals), textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.).

3.6 Groundwater Assessment

- 3.6.1 Notwithstanding anything else in this Agreement, the Development Officer shall not issue a Development Permit for Phase C, D or E buildings unless the following has taken place:
- (a) The Developer has provided a detailed Level II Groundwater Assessment;
 - (b) The detailed Level II Groundwater Assessment provides all applicable information outlined in the HRM Guidelines for Groundwater Assessment and Reporting (2006), as amended from time to time; and
 - (c) The Municipality is satisfied that the Level II Groundwater Assessment demonstrates there is adequate water quality and quantity to support the proposed development.

- 3.6.2 In the event the Municipality is unable to determine that there is adequate water quality and quantity to support the additional Phase C, D or E buildings, those buildings shall not be permitted.

3.7 Parking, Circulation and Access

- 3.7.1 Parking spaces, pedestrian circulation (walkways and crosswalks) and access shall be generally as shown on Schedule B. Crosswalks shall be well demarcated with signs and pavement markings or a differentiated surface material including, but not limited to, interlocking paving stones.
- 3.7.2 Further to Section 3.7.1, the number of overall parking spaces may be reduced by up to 15 percent below that required by the Land Use By-law for commercial uses, provided that there is a resultant increase in the amount of landscaped area or landscaping material (trees, shrubs, etc.) acceptable to the Development Officer, the details of which shall be provided on the Landscape Plan required by Section 3.8.

3.8 Landscaping

- 3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a detailed Landscape Plan which shall provide details of all landscaped areas shown on Schedule "B". The Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section. Existing landscaped areas shall be supplemented with additional tree planting or plant material which shall be indicated on the Landscape Plan.
- 3.8.2 Planting details for each type of plant material proposed on the detailed Landscape Plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).
- 3.8.3 All plant material shall be native species and conform to the Canadian Nursery Trades Association's Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.4 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent. All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it.
- 3.8.5 Construction Details or Manufacturer's Specifications (including model and colour) for all tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates and guards, planter seating wall, wood arbour, patio table and chairs, outdoor garbage enclosure, railings, and fencing shall be provided to the Development Officer with the application of the Construction Permit, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building on the Lands and the character of the surrounding area.

3.8.6 Prior to issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscaping has been completed according to the terms of this Agreement.

3.8.7 Notwithstanding Subsection 3.8.6, the first 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 Landscape Architect. 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 nine (9) 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.

3.9 Signs

3.9.1 Exterior signs shall meet the requirements of the Land Use By-law and shall be generally limited to the following:

- (a) awning signs made of fabric material above ground level windows and doors;
- (b) facial wall signs and projecting signs at the ground level;
- (c) facial wall signs on the top level of the Phase C building; and
- (d) one new ground sign on lot 4A as shown on Schedule B.

3.9.2 The existing ground sign located on lot 4R may be permitted to be replaced, provided the new sign complies with the Land Use By-law. No ground signs shall be permitted on lot 4B.

3.9.3 Notwithstanding 3.9.1 and 3.9.2, awning, facial wall and projecting signs shall be either non-illuminated or illuminated from the front (not back-lit).

3.10 Solid Waste Facilities

All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

3.11 Screening

Propane tanks, natural gas service hook-ups, and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from the public street. 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.

3.12 Outdoor Lighting

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

3.13 Temporary Construction/Sales Structure

A temporary structure 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 temporary structure shall be located no less than ten (10) feet from any watercourse buffer required by the Land Use By-law and shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.14 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.

PART 4: STREETS AND SERVICES

4.1 Off-Site Disturbance

Prior to the issuance of a Construction Permit, the Developer agrees to provide to the Development Officer a Work Within Highway Right-of-Way Permit approved by N.S. Transportation and Infrastructure Renewal. 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 N.S. Transportation and Infrastructure Renewal.

4.2 On-Site Water System

The Lands shall be serviced through a privately operated on-site water distribution system. Pursuant to Section 3.6, it is the responsibility of the Developer to ensure the presence of adequate water quantity and quality to service the development.

4.3 On-Site Sanitary System

The Lands shall be serviced through privately owned and operated sewer systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality and NS Environment, a design for all private sewage disposal systems. No

Development Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by NS Environment respecting the design, installation, construction of the on-site sewage disposal system.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans

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

5.2 Stormwater Management System

- 5.2.1 The Developer agrees to construct at its own expense the Stormwater Management System which conforms to the concept design submitted Development Officer and reviewed by the Nova Scotia Department of Transportation and Infrastructure Renewal pursuant to Section 5.1. The Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.
- 5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.

- (a) Minor expansions to the proposed Phase C, D and E buildings not exceeding ten percent of the gross floor area of the buildings permitted by Section 3.4 of this agreement;
- (b) Minor expansions to the existing Phase A and B buildings, not exceeding ten percent of the gross floor area of the buildings;
- (c) Minor Changes to the exterior architectural appearance of the buildings, detailed under Section 3.5, including materials and architectural treatments;
- (d) Changes to the landscaping requirements as detailed in Section 3.8 of this Agreement;
- (e) Changes to the signage requirements detailed under Section 3.9 of this Agreement;
- (f) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement;
- (g) The length of time for the completion of the development as identified in Section 7.4 of this Agreement; and
- (h) Subdivision of the lands not otherwise permitted by the Land Use By-law and Subdivision By-law for only RPK (Regional Park) and PA (Protected Area) zone uses.

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 four (4) 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

7.4.1 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:

- (a) Retain the Agreement in its present form;
- (b) Negotiate a new Agreement; or
- (c) Discharge this Agreement.

7.4.2 For the purpose of this section, completion of development shall mean the issuance of the first Occupancy Permit.

7.4.3 For the purpose of this section, Council may consider granting an extension of the completion 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 completion of development time period.

7.5 Discharge of Agreement

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 Planning Districts 1 and 3, as may be amended from time to time.

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 thirty (30) days written notice of the failure or default, then in each such case:

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

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 10th day of December, 2012.

SIGNED, SEALED AND DELIVERED
in the presence of: _____

ORIGINAL SIGNED

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

-ORIGINAL SIGNED Per: _____

ST. MARGARET'S SQUARE LTD.

Per: **ORIGINAL SIGNED**

Per: _____

HALIFAX REGIONAL
MUNICIPALITY

Per: _____

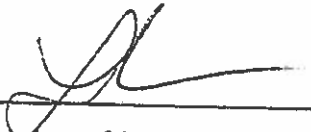
ORIGINAL SIGNED

Municipal Clerk

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 6 day of NOVEMBER, A.D., 2012, before me, the subscriber personally came and appeared ELIAS METLET a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that ST. MARGARET'S SQUARE LTD., one of the parties thereto, signed, sealed and delivered the same in his presence.



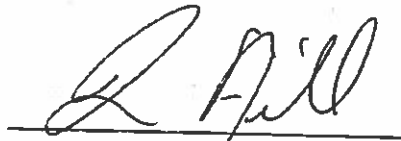
A Commissioner of the Supreme Court
of Nova Scotia

M. LINDSAY HAWKER
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA

COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS ¹⁴10 day of December, A.D., 2012, before me, the subscriber personally came and appeared before me Eion Mac Swire / Kelly / Marina the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of ^{Mike Savage}~~Peter Kelly~~, its Mayor, and Cathy Mellett, its Municipal Clerk, its duly authorized officers in his presence.



A Commissioner of the Supreme Court
of Nova Scotia

QUENTIN HILL
A Commissioner of the
Supreme Court of Nova Scotia

SCHEDULE A - BLOCK 4R (Remaining Lands)

ST. MARGARETS BAY ROAD

UPPER TANTALLON, NOVA SCOTIA

ALL that certain Block of land situated on the southwestern side of St. Margarets Bay Road, Upper Tantallon, County of Halifax, Province of Nova Scotia, shown as Block 4R on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 14-1445-0 titled "Plan of survey of Lots 4A & 4B, Subdivision of Block 4, Lands conveyed to 3048700 Nova Scotia Limited", certified by Kevin A. Robb, NSLS, on June 18, 2010.

Block 4R being more particularly described as follows:

BEGINNING at the point of intersection of the southwestern boundary of St. Margarets Bay Road with the northwestern boundary of Lot 2;

THENCE South 25 degrees 22 minutes 39 seconds West along the northwestern boundary of Lot 2, 238.163 meters more or less to the ordinary high water mark of Little East River;

THENCE northeasterly along various courses of the northern boundary of Little East River, 332 meters more or less to a point on the western boundary of Lands conveyed to Harvey and Sheila Dauphinee, conveyed by Indenture recorded in the Halifax County Land Registration Office in book 2538 page 539;

THENCE South 00 degrees 47 minutes 16 seconds West along the western boundary of Lands conveyed to Harvey and Sheila Dauphinee, 132.228 meters to a point of deflection therein;

THENCE South 01 degrees 48 minutes 47 seconds West along the western boundary of Lands conveyed to Harvey and Sheila Dauphinee, 155.457 meters to a point on the northern boundary of Lot N-4;

THENCE North 73 degrees 36 minutes 37 seconds West along the northern boundary of Lot N-4, 636.501 meters more or less to a point on middle thread of Doyle Brook;

THENCE northerly along various courses of the middle thread of Doyle Brook, 305.4 meters more or less to a point on the southeastern boundary of Lot AB-X-1;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Lot AB-X-1, 13.320 meters more or less to a point on the southwestern boundary of Lot 3;

THENCE South 64 degrees 37 minutes 21 seconds East along the southeastern boundary of Lot 3, 53.802 meters to the northeastern boundary of Lot 3;

THENCE South 25 degrees 22 minutes 39 seconds West along the northeastern boundary of Lot 3, 136.215 meters to the southwestern boundary of Lot 3;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of Lot 3, 143.977 meters to the most southern corner of Lot 3;

THENCE North 16 degrees 14 minutes 55 seconds East along the southeastern boundary of Lot 3, 63.587 meters to a point of deflection therein;

THENCE North 38 degrees 21 minutes 33 seconds East along the southeastern boundary of Lots 3 and 4A, 114.040 meters to a point of deflection therein;

THENCE North 64 degrees 37 minutes 21 seconds West along the southeastern boundary of Lot 4A, 8.776 meters to a point of deflection therein;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Lot 4A, 31.436 meters to a point on the southwestern boundary of St. Margarets Bay Road;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of St. Margarets Bay Road, 44.846 meters to the northwestern boundary of Lot 4B;

THENCE South 25 degrees 22 minutes 39 seconds W along the northwestern boundary of Lot 4B, 6.096 meters to a point of deflection therein;

THENCE North 64 degrees 37 minutes 21 seconds West along the northwestern boundary of Lot 4B, 13.506 meters to a point of deflection therein;

THENCE South 45 degrees 44 minutes 50 seconds West along the northwestern boundary of Lot 4B, 17.304 meters to a point of deflection therein;

THENCE South 38 degrees 21 minutes 33 seconds West along the northwestern boundary of Lot 4B, 43.193 meters to the southwestern boundary of Lot 4B;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of Lot 4B, 70.390 meters to the southeastern boundary of Lot 4B;

THENCE North 25 degrees 31 minutes 49 seconds East along the southeastern boundary of Lot 4B, 30.555 meters to the southwestern boundary of Lot 4B;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of Lot 4B, 70.396 meters to the southeastern boundary of Lot 4B;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Lot 4B, 37.212 meters to a point on the southwestern boundary of St. Margarets Bay Road;

THENCE southeasterly along the southwestern boundary of St. Margarets Bay Road on a curve to the left with a radius of 891.546 meters, an arc distance of 16.114 meters to the point of beginning.

CONTAINING 12.4 Hectares more or less.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

SUBJECT to an easement in favour of Nova Scotia Power Inc., Parcel 4-E, recorded in the Halifax County Land Registration Office in Book 687 Page 737, being adjacent to and parallel with the southwestern boundary of St. Margarets Bay Road; Parcel 4-E being shown and mathematically delineated on the above referred to plan.

SUBJECT ALSO to an access easement and parking easement over Block 4R in favour of Lot 4A and Lot 4B, shown as Parcels AE-4A4B & AE-4B, recorded in the Halifax County Land Registration Office as document number 96637633.

SUBJECT ALSO to service easements over Block 4R in favour of Lots 4A & 4B, shown as Parcels SE-4A4B and SE-4B, recorded in the Halifax County Land Registration Office as document number 96637633.

SUBJECT ALSO to a general access easement and general parking easement over Block 4R in favour of Lots 4A and 4B, recorded in the Halifax County Land Registration Office as document number 96637666.

SUBJECT ALSO to a Power Line Easement in favour of Lot 4B, shown as Parcel SE-4BP, recorded in the Halifax County Land Registration Office as document number 96637633.

TOGETHER WITH general access easements and general parking easements over Lot 4A and Lot 4B in favour of Block 4R, recorded in the Halifax County Land Registration Office as document number 96637633.

THE above described Block 4R being a portion of Block 4, lands conveyed to 3048700 Nova Scotia Limited, filed at the Halifax County Land Registration Office as document number 91378019.

Kevin A. Robb, NSLS
October 18, 2012

SCHEDULE A - LOT 4A

ST. MARGARETS BAY ROAD

UPPER TANTALLON, NOVA SCOTIA

ALL that certain lot of land situated on the southwestern side of St. Margarets Bay Road, Upper Tantallon, County of Halifax, Province of Nova Scotia, shown as Lot 4A on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 14-1445-0 titled "Plan of survey of Lots 4A & 4B, Subdivision of Block 4, Lands conveyed to 3048700 Nova Scotia Limited", certified by Kevin A. Robb, NSLS, on June 18, 2010.

Lot 4A being more particularly described as follows:

BEGINNING at the point of intersection of the southwestern boundary of St. Margarets Bay Road with the southeastern boundary of Lot 3;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of St. Margarets Bay Road, 86.732 meters to the northwestern boundary of Block 4R;

THENCE South 25 degrees 22 minutes 39 seconds West along the northwestern boundary of Block 4R, 31.436 meters to a point of deflection therein;

THENCE South 64 degrees 37 minutes 21 seconds East along the northwestern boundary of Block 4R, 8.776 meters to a point of deflection therein;

THENCE South 38 degrees 21 minutes 33 seconds West along the northwestern boundary of Block 4R, 39.839 meters to the northeastern boundary of Lot 3;

THENCE North 64 degrees 37 minutes 21 seconds West along the northeastern boundary of Lot 3, 86.559 meters to the southeastern boundary of Lot 3;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Lot 3, 70.257 meters to the point of beginning.

CONTAINING 6,260.5 square meters.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

SUBJECT to an easement in favour of Nova Scotia Power Inc., Parcel 4-E, recorded in the Halifax County Land Registration Office in Book 687 Page 737, being adjacent to and parallel with the southwestern boundary of St. Margarets Bay Road; Parcel 4-E being shown and mathematically delineated on the above referred to plan.

SUBJECT ALSO to an access easement, Parcel AE-4, in favor of Lot 3 for the purpose of egress and ingress, recorded in the Halifax County Land Registration Office as document number 92514257; Parcel AE-4 being shown and mathematically delineated on the above referred to plan.

SUBJECT ALSO to a general access easement and general parking easement over Lot 4A in favour of Lots 4B and Block 4R, recorded in the Halifax County Land Registration Office as document number 96637666.



TOGETHER WITH an access easement, Parcel AE-4, in favor of Lot 4A for the purpose of egress and ingress, recorded in the Halifax County Land Registration Office as document number 92514257; Parcel AE-4 being shown and mathematically delineated on the above referred to plan.

TOGETHER ALSO WITH a general access easement and general parking easement over Block 4R in favour of Lot 4A, recorded in the Halifax County Land Registration Office as document number 96637666.

TOGETHER ALSO WITH a service easement over Block 4R in favour of Lot 4A, shown as Parcel SE-4A4B, recorded in the Halifax County Land Registration Office as document number 96637666.

THE above described Lot 4A being a portion of Block 4, lands conveyed to 3048700 Nova Scotia Limited, filed at the Halifax County Land Registration Office as document number 91378019.

Kevin A. Robb, NSLS
October 11, 2012

SCHEDULE A - LOT 4B

ST. MARGARETS BAY ROAD

UPPER TANTALLON, NOVA SCOTIA

ALL that certain lot of land situated on the southwestern side of St. Margarets Bay Road, Upper Tantallon, County of Halifax, Province of Nova Scotia, shown as Lot 4B on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 14-1445-0 titled "Plan of survey of Lots 4A & 4B, Subdivision of Block 4, Lands conveyed to 3048700 Nova Scotia Limited", certified by Kevin A. Robb, NSLS, on June 18, 2010.

Lot 4B being more particularly described as follows:

BEGINNING at the point of intersection of the southwestern boundary of St. Margarets Bay Road with the northwestern boundary of Block 4R; said point being in a northwesterly direction on a curve to the right with a radius of 891.546 meters, an arc distance of 16.114 meters from the most northerly corner of Lot 2;

THENCE South 25 degrees 22 minutes 39 seconds West along the northwestern boundary of Block 4R, 37.212 meters to the northeastern boundary of Block 4R;

THENCE North 64 degrees 37 minutes 21 seconds West along the northeastern boundary of Block 4R, 70.396 meters to the northwestern boundary of Block 4R;

THENCE South 25 degrees 31 minutes 49 seconds West along the northwestern boundary of Block 4R, 30.555 meters to the northeastern boundary of Block 4R;

THENCE North 64 degrees 37 minutes 21 seconds West along the northeastern boundary of Block 4R, 70.390 meters to the southeastern boundary of Block 4R;

THENCE North 38 degrees 21 minutes 33 seconds East along the southeastern boundary of Block 4R, 43.193 meters to a point of deflection therein;

THENCE North 45 degrees 44 minutes 50 seconds East along the southeastern boundary of Block 4R, 17.304 meters to a point of deflection therein;

THENCE South 64 degrees 37 minutes 21 seconds East along the southeastern boundary of Block 4R, 13.506 meters to a point of deflection therein;

THENCE North 25 degrees 22 minutes 39 seconds East along the southeastern boundary of Block 4R, 6.096 meters to the southwestern boundary of St. Margarets Bay Road;

THENCE South 64 degrees 37 minutes 21 seconds East along the southwestern boundary of St. Margarets Bay Road, 34.304 meters to a point of curvature;

THENCE southeasterly along the southwestern boundary of St. Margarets Bay Road on a curve to the left with a radius of 891.546 meters, an arc distance of 77.432 meters to the point of beginning.

CONTAINING 6,418.6 square meters.



ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

SUBJECT to an easement in favour of Nova Scotia Power Inc., Parcel 4-E, recorded in the Halifax County Land Registration Office in Book 687 Page 737, being adjacent to and parallel with the southwestern boundary of St. Margarets Bay Road; Parcel 4-E being shown and mathematically delineated on the above referred to plan.

SUBJECT ALSO to a general access easement and general parking easement over Lot 4B in favour of Lot 4A and Block 4R, recorded in the Halifax County Land Registration Office as document number 96637724.

TOGETHER WITH general access easements and general parking easements over Lot 4A and Block 4R in favour of Lot 4B, shown as Parcels AE-4A4B & AE-4B, recorded in the Halifax County Land Registration Office as document number 96637724.

TOGETHER ALSO WITH service easements over Block 4R in favour of Lot 4B, shown as Parcels SE-4A4B and SE-4B, recorded in the Halifax County Land Registration Office as document number 96637724.

TOGETHER ALSO WITH a Power Line Easement in favour of Lot 4B, shown as Parcel SE-4BP, recorded in the Halifax County Land Registration Office as document number 96637724.

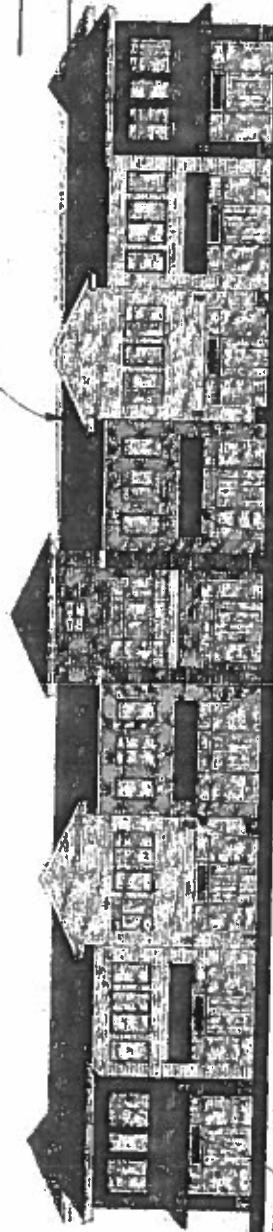
THE above described Lot 4B being a portion of Lot Block 4, lands conveyed to 3048700 Nova Scotia Limited, filed at the Halifax County Land Registration Office as document number 91378019.

Kevin A. Robb, NSLS
October 11, 2012

Schedule C - Case #16770
(West Elevation - Phase C Building)

Asphalt Shingles

28'-10"



Azek Trim

Hardi Siding

Fabric Canopy

Concrete Masonry

WM P&S
ST. MARGARET'S SQUARE
THIRFALL, N.H. 03084
PHASE C

WM P&S
ST. MARGARET'S SQUARE
THIRFALL, N.H. 03084
PHASE C

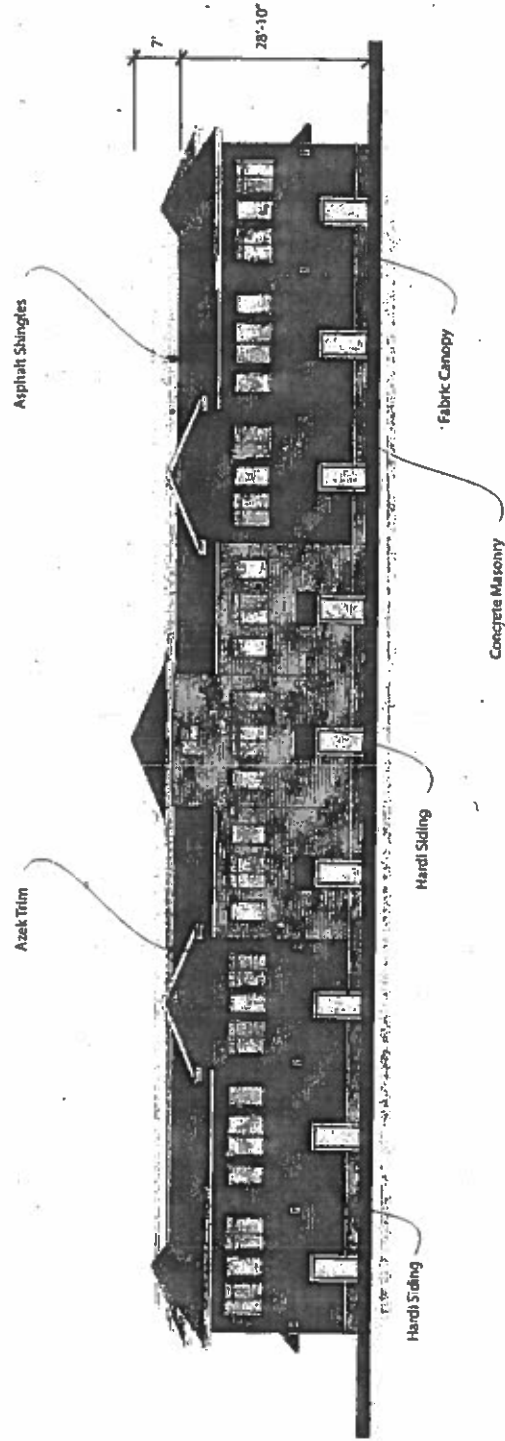
WM P&S
ST. MARGARET'S SQUARE
THIRFALL, N.H. 03084
PHASE C

WM P&S
ST. MARGARET'S SQUARE
THIRFALL, N.H. 03084
PHASE C

(North/South Elevations - Phase C Building)

[illegible]

Schedule E - Case #16770
(East Elevation - Phase C Building)



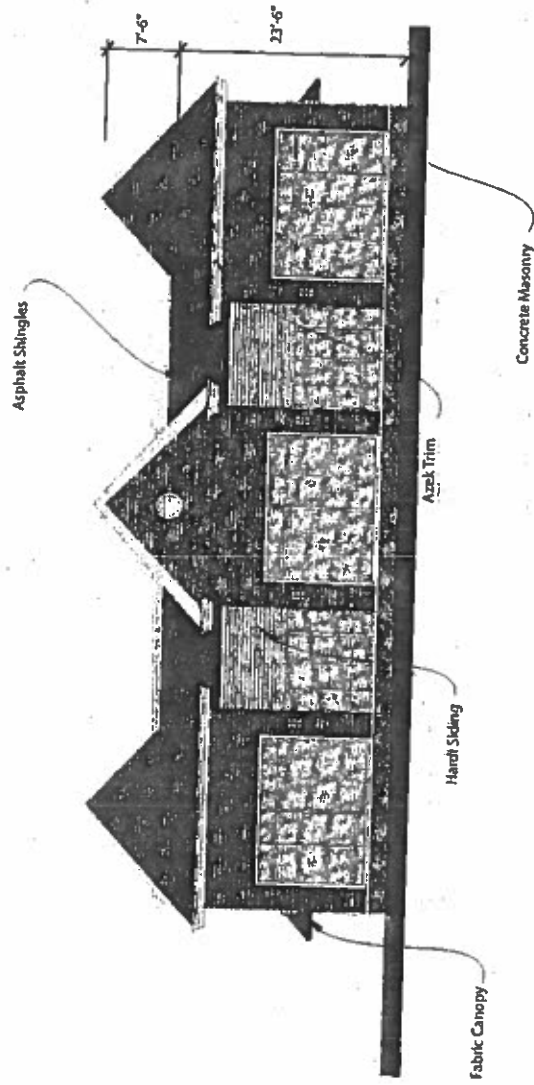
<p>WM EXTER</p> <p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>	<p>PHASE C</p>	<p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>	<p>WM EXTER</p> <p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>
<p>WM EXTER</p> <p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>	<p>PHASE C</p>	<p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>	<p>WM EXTER</p> <p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>
<p>WM EXTER</p> <p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>	<p>PHASE C</p>	<p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>	<p>WM EXTER</p> <p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>
<p>WM EXTER</p> <p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>	<p>PHASE C</p>	<p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>	<p>WM EXTER</p> <p>ST. MARGARET'S SQUARE TAMPA, FL 33606</p>

(West Elevation - Phase D Building)



1	2	3	4
5	6	7	8

Schedule G - Case #16770
(North/South Elevations - Phase D Building)



<p>PHASE D ST MARGARET'S SQUARE DISTRIBUTION ROOM, SECOND FLOOR</p>	<p>WM PAPER ARCHITECTURAL PAPER 11 x 17 30 LBS. 50 SHEETS 50% RECYCLED FIBER 100% POST CONSUMER WASTE</p>	<p>North/South Elevation</p>	<p>Sheet No. 1 of 1 A3</p>
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Schedule H - Case #16770



Azak Trüm

Fabric Canopy

Hardi Siding

Concrete Masonry

7-6

23'6"

[illegible]

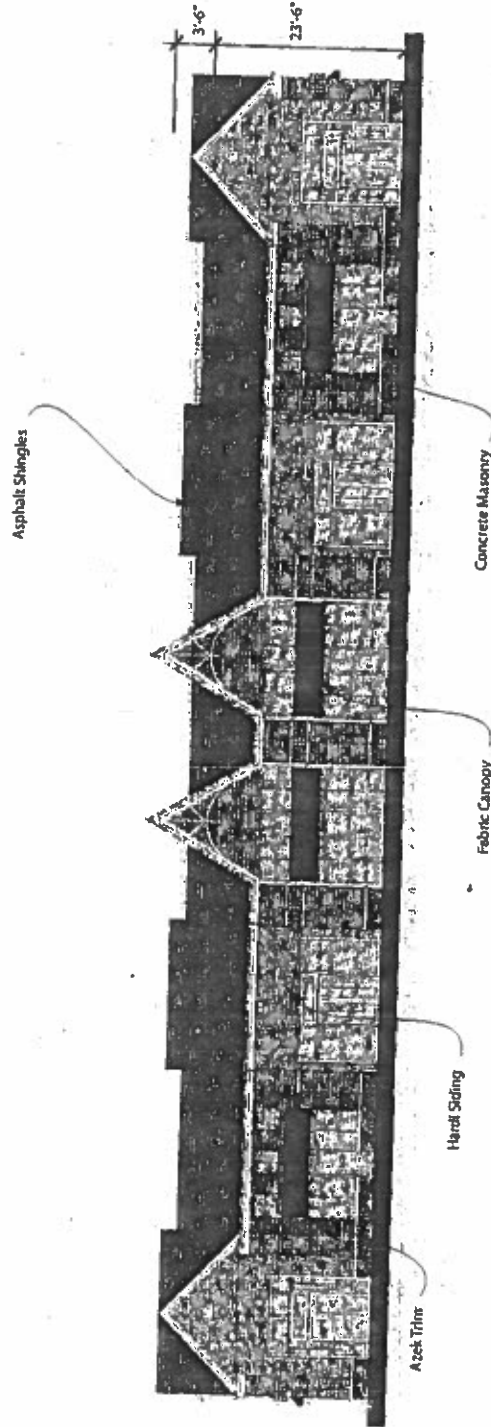
PHASE D*

WIM FARES

East Division		7th and 8th	
1971	1972	1973	1974
</			

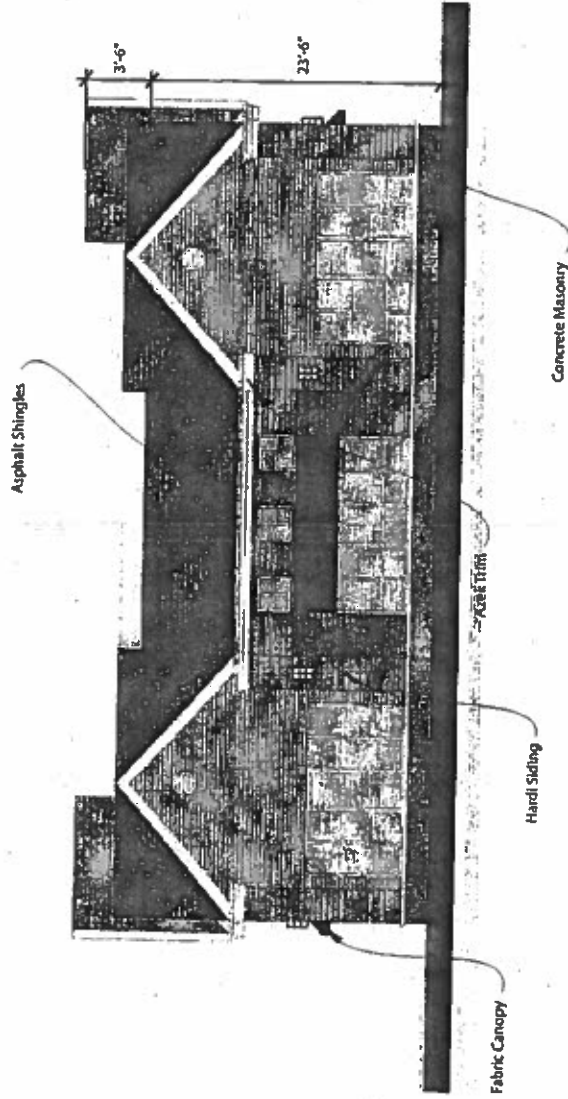
A2

Schedule I - Case #16770
(West Elevation - Phase E Building)



<p>NOTES:</p> <p>1. The building shall be constructed in accordance with the latest edition of the International Building Code (IBC) and the International Residential Code (IRC).</p> <p>2. The building shall be constructed in accordance with the latest edition of the International Energy Conservation Code (IECC).</p> <p>3. The building shall be constructed in accordance with the latest edition of the International Fire Code (IFC).</p> <p>4. The building shall be constructed in accordance with the latest edition of the International Mechanical Code (IMC).</p> <p>5. The building shall be constructed in accordance with the latest edition of the International Plumbing Code (IPC).</p> <p>6. The building shall be constructed in accordance with the latest edition of the International Electrical Code (IEC).</p> <p>7. The building shall be constructed in accordance with the latest edition of the International Fire and Safety Code (IFSC).</p> <p>8. The building shall be constructed in accordance with the latest edition of the International Fire and Life Safety Code (IFLSC).</p> <p>9. The building shall be constructed in accordance with the latest edition of the International Fire and Life Safety Code (IFLSC).</p> <p>10. The building shall be constructed in accordance with the latest edition of the International Fire and Life Safety Code (IFLSC).</p>	<p>PHASE E</p> <p>ST MARGARET'S SQUARE</p> <p>WINDSOR, ONTARIO</p> <p>ARCHITECT</p>	<p>WM EXPRES</p> <p>ARCHITECT</p> <p>1000 BAYVIEW AVE</p> <p>WILLOWDALE, ONTARIO</p> <p>416-491-1111</p> <p>www.wmexpres.com</p>	<p>DATE: 10/1/11</p> <p>BY: [Signature]</p> <p>PROJECT NO: 16770</p> <p>CLIENT: [Name]</p> <p>LOCATION: [Address]</p> <p>DESCRIPTION: [Description]</p> <p>SCALE: 1/8" = 1'-0"</p> <p>DATE: 10/1/11</p> <p>BY: [Signature]</p> <p>PROJECT NO: 16770</p> <p>CLIENT: [Name]</p> <p>LOCATION: [Address]</p> <p>DESCRIPTION: [Description]</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>DATE: 10/1/11</p> <p>BY: [Signature]</p> <p>PROJECT NO: 16770</p> <p>CLIENT: [Name]</p> <p>LOCATION: [Address]</p> <p>DESCRIPTION: [Description]</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>DATE: 10/1/11</p> <p>BY: [Signature]</p> <p>PROJECT NO: 16770</p> <p>CLIENT: [Name]</p> <p>LOCATION: [Address]</p> <p>DESCRIPTION: [Description]</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>DATE: 10/1/11</p> <p>BY: [Signature]</p> <p>PROJECT NO: 16770</p> <p>CLIENT: [Name]</p> <p>LOCATION: [Address]</p> <p>DESCRIPTION: [Description]</p> <p>SCALE: 1/8" = 1'-0"</p>	<p>DATE: 10/1/11</p> <p>BY: [Signature]</p> <p>PROJECT NO: 16770</p> <p>CLIENT: [Name]</p> <p>LOCATION: [Address]</p> <p>DESCRIPTION: [Description]</p> <p>SCALE: 1/8" = 1'-0"</p>
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Schedule J - Case #16770
(North/South Elevation - Phase E Building)



<p>WM PAPER ST. MARGARET'S SQUARE 100 WALTON, WYOM. 82076 840-218-1415</p>	<p>PHASE E ST. MARGARET'S SQUARE 100 WALTON, WYOM. 82076 840-218-1415</p>	<p>WM PAPER ST. MARGARET'S SQUARE 100 WALTON, WYOM. 82076 840-218-1415</p>	<p>WM PAPER ST. MARGARET'S SQUARE 100 WALTON, WYOM. 82076 840-218-1415</p>	<p>WM PAPER ST. MARGARET'S SQUARE 100 WALTON, WYOM. 82076 840-218-1415</p>
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Schedule K - Case #16770
(East Elevation - Phase E Building)

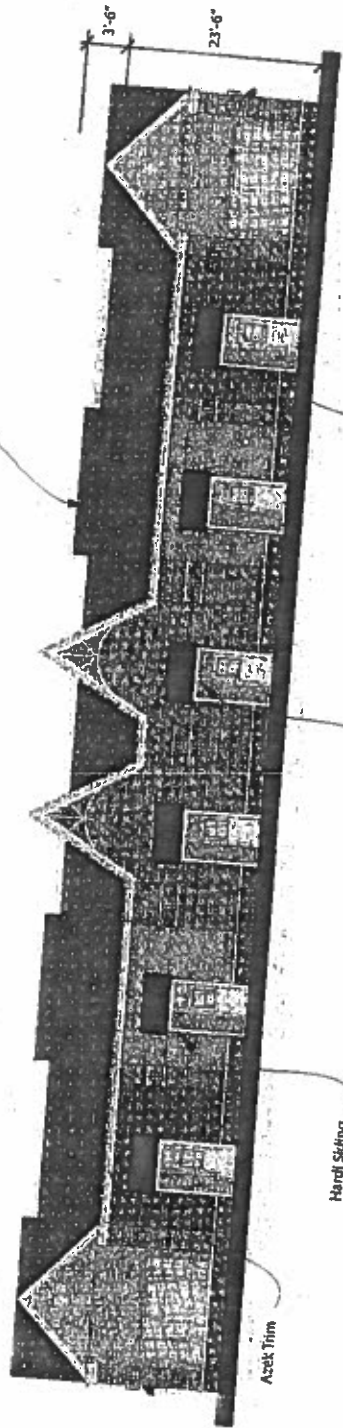
Asphalt Shingles

Concrete Masonry

Fabric Canopy

Hard Siding

Aztek Trim



NOTES:
1. SEE SCHEDULE K FOR MATERIALS AND FINISHES.
2. SEE SCHEDULE K FOR DIMENSIONS AND LOCATIONS.
3. SEE SCHEDULE K FOR NOTES ON CONSTRUCTION AND INSTALLATION.
4. SEE SCHEDULE K FOR NOTES ON MAINTENANCE AND REPAIRS.

PHASE E
ST. MARGARET'S SQUARE
MARTIN LUTHER KING, JR. SCHOOL

WM & F
ARCHITECTS
1000 15th St. N.W.
Washington, D.C. 20004
(202) 462-1000

NO.	DESCRIPTION	QTY.	UNIT	PRICE	TOTAL
1	ASPHALT SHINGLES	100	SQ. YD.	1.50	150.00
2	CONCRETE MASONRY	100	SQ. YD.	2.50	250.00
3	FABRIC CANOPY	100	SQ. YD.	1.00	100.00
4	HARD SIDING	100	SQ. YD.	1.00	100.00
5	AZTEK TRIM	100	SQ. YD.	1.00	100.00
6	PAINT	100	SQ. YD.	1.00	100.00
7	LABOR	100	HOUR	1.00	100.00
8	PERMIT	1	UNIT	100.00	100.00
9	TOTAL				1000.00

EAST ELEVATION

A2