

25

Form 24

Request to Revise the Registration and Certificate of Legal Effect

Land Registration Act, S.N.S. 2001, c.6, subsection 18(13)

Land Registration Administration Regulations, subsections 8(1), 8(2), 14(2), 15(2) and 17(4)

Registration district: Halifax County

Registrant user number: 2444

Submitter's name/firm: Ian A. Sutherland / Stewart McKelvey

In the matter of Parcel Identification Number (PID)

PID: 40638694

(Expand box for additional PIDs.)

HALIFAX COUNTY LAND REGISTRATION OFFICE	
I certify that this document was registered as shown here.	
Gillian Shute, Registrar	
86731917	LR <input checked="" type="checkbox"/> ROD <input type="checkbox"/>
Document #	
NOV 29 2006	11:14
MM DD YYYY	Time

- ☐ *(check if appropriate)* This request and Certificate of Legal Effect includes a *(select one)* benefit/burden that affects another parcel registered under the *Land Registration Act* and a separate Form 24 relating to this *(select one)* benefit/burden is being submitted contemporaneously herewith.
- ☐ *(check if appropriate)* This request and Certificate of Legal Effect is being used to revise the registration of multiple PIDs. The attached document is a certified copy of a document that is being submitted for registration contemporaneously herewith.
- ☐ *(check if appropriate)* This request and Certificate of Legal Effect is being used to remove a judgment from the parcel register. The attached document outlines or is the basis upon which the removal of the judgment is being requested.
- ☐ *(check if appropriate)* This transfer relates to a portion of the above-noted consolidated parcel.
- ☐ *(check if appropriate)* This transfer of ownership also subdivides land and creates a parcel or parcels 10 hectares or greater in area.
- ☐ *(check if appropriate)* This request includes the addition of a benefit by adverse possession or prescription over a parcel that has not been registered under the *Land Registration Act*. An abstract of title for the benefit is attached, but no Form 8 Opinion is necessary, as per *Land Registration Administration Regulations*, subsection 8(2).

Take notice that the ~~(select one) transferee/tenant in common interest holder/~~registered owner hereby requests a revision of the registration of the above-noted parcel(s), as set out below.

I hereby certify that

1. This revision is effected by a document that does not include a legal description, and accordingly the legal description contained in the parcel register for the property applies.

Page -1-

SMSS\1744908.1

May 16, 2005

2. The following registered interests are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	
Mailing address of interest holder added (if applicable)	
Manner of tenure (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Non-resident (to eligible lawyer's information and belief) (Yes/No?)	
Reference to related instrument in names-based roll/parcel register (if applicable)	

3. The following tenant in common interests not registered under the *Land Registration Act* are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	

Percentage of interest held	
Mailing address of interest holder added (if applicable)	
Reference to related instrument in names-based roll/parcel register (if applicable)	

4. After reviewing the judgment roll with respect to the current registered owner(s) of the registered interest in the parcel, the following judgments are incorporated into the parcel register (if no judgments enter "Nil"):

Instrum ent Type / Code	Interest Holder Type	Interest Holder/Mailing Address	Names-Based Roll Reference (if applicable)
N/A			

5. The following benefits (e.g. right of way benefits) are changed in the parcel's registration (insert N/A if not applicable):

Instrument type/code	N/A
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	
Mailing address of interest holder added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs): <i>Note: If the servient tenement parcel is not registered under the Land Registration Act, you must attach an abstract of title for the servient tenement parcel and a Form 8 Opinion of Title as required by the Land Registration Administration Regulations subsection 8(2).</i>	

Reference to related instrument in names-based roll/parcel register (if applicable)	
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6. The following burdens (e.g. right of way in favour of another person or parcel) are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	Agreement re: Use of Land / 406
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
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
Mailing address of interest holder added (if applicable)	P.O. Box 1749 Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	

7. The following recorded interests are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	
Mailing address of interest holder added (if applicable)	
Reference to related instrument in names-based roll/parcel register (if applicable)	

8. I request that the following textual qualifications on title in the above-noted parcel be changed (*insert N/A if not applicable*):

Textual qualification on title to be removed (insert any existing textual qualification being changed, added to or altered in anyway)	N/A
Expiry date of textual qualification on title (if applicable)	
Textual qualification on title to be added (insert replacement textual description)	
Instrument type: 838 (to be used if there is no document attached; insert N/A if an enabling instrument is attached)	

9. The following is the reason for the requested revision to the textual qualifications on title (for use when no document is attached):

10. It is appropriate to revise the parcel registration for the indicated PIDs as certified in this request.

Certified at Halifax, in the County of Halifax, Province of Nova Scotia, this 23rd day of November, 2006.



Signature of interest holder/agent

Name: **Ian A. Sutherland**

Address: Stewart McKelvey Stirling Scales,
900 – 1959 Upper Water Street

Halifax, NS B3J 2X2

Phone: 420-3378

Fax: 420-1417

Email: isutherland@smss.com

- ☐ 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 AGREEMENT made this 21 day of November, 2006,

BETWEEN:

APPROVED
AS TO FORM

Municipal Solicitor

AFFIRMATIVE INDUSTRIES ASSOCIATION

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 64-66 Lakecrest Drive, Dartmouth, forming part of PID# 40638694 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 construction of a 10 unit multiple dwelling plus common room on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Chapter 11, Policy IP-5 of the Dartmouth Municipal Planning Strategy and Part II, Provision 18A of the Dartmouth Land Use Bylaw;

AND WHEREAS a condition of the granting of approval of Council is that the Developer enter into an agreement with the Halifax Regional Municipality;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on July 06, 2006 (referenced as Municipal Case Number 00727);

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other Bylaws, Statutes and Regulations

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

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.

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: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Schedules

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, is substantially in conformance with the following Schedules attached to this agreement:

Schedule "A"	Legal Description of property owned by Affirmative Industries Association, part of 64-66 Lakecrest Drive, (part of PID# 40638694), Dartmouth
Schedule "B"	Site and Landscaping Plan
Schedule "C"	Elevation Drawings
Schedule "D"	Floor Plan(s) (First, Main, Ground, Second, Typical etc)

2.2 General Description of Land Use

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

- (a) one multiple unit residential building containing a maximum of 10 units plus common room which also includes:
- (b) vehicular parking, loading and circulation areas; and,
- (c) buffer areas and landscaping and amenity area

2.3 Detailed Provisions for Land Use

- 2.3.1 The multiple unit dwelling must meet the requirements of the R-3 Zone, respectively, as described in the Dartmouth Land Use By-law, excepting for the minimum frontage requirement.

2.4 Architectural Requirements

The Developer agrees that the building constructed on the Lands shall comply with the following as generally illustrated on Schedules "B" and "C" attached to this Agreement

:

2.4.1 Building Siting, Bulk and Scale

- (a) The Developer shall construct a building on the Lands which, in the opinion of the Development Officer, is substantially in conformance with Schedules "B" and "C" and attached hereto, including its location, size, height, number of units, and architectural design, including facade features and type of exterior materials.

- (b) Architectural treatment shall be continued around all sides of the building visibly exposed to public streets and existing or proposed buildings in accordance with Schedule "C".
- (c) All portions of the multiple unit dwelling are a minimum setback of approximately 15 feet from the western property line.
- (d) All portions of the building are a minimum setback of 17 feet from the eastern property line.
- (e) The building footprint shall not be greater than 3,900 square feet in area.
- (f) The height of the multiple unit dwelling shall not exceed 42 feet.
- (g) Utility meters, central air conditioning units, fuel tanks and exhaust vents shall only be located in the side or rear of the multiple unit dwelling and shall be constructed in accordance with the National Building Code.
- (h) Pursuant to clauses 2.4.1(a), the Development Officer, through consultation with Planning Services, may approve minor changes to clauses 2.4.1(a) provided that the design of the building is maintained or enhanced, and furthers the intent of this Agreement substantially in accordance with Schedules "B" and "C".
- (i) The Developer agrees that within the 10-unit multiple unit dwelling, 8 dwelling units shall be approximately 565 square feet in area and 2 dwelling units shall be approximately 860 square feet in area. The ground floor shall contain a minimum of three barrier free units.

2.5 Parking, Circulation and Access

- 2.5.1 The parking area for the multiple unit dwelling shall be sited as generally shown on Schedule "B".
- 2.5.2 The number and layout of vehicular and bicycle parking spaces serving the multiple unit dwelling shall be as generally illustrated on Schedule "B". The size of parking spaces shall be as specified in the Land Use By-Law, and barrier free parking shall be provided as required by the Building Code Act, including the provision of applicable above ground signage.
- 2.5.3 Other than the provision of clause 2.5.2 respecting the number and layout of parking spaces, the parking area for the multiple unit dwelling shall comply with the requirements of the Land Use By-law for Dartmouth as amended from time to time.

- 2.5.4 The parking area for the multiple unit dwelling shall be constructed of asphalt paving.
- 2.5.5 The driveway shall comply with the requirements of the Land Use By-law and Bylaw S-300 Respecting Streets, and any other applicable legislation.
- 2.5.6 The driveway shall be located on the subject property.
- 2.5.7 Internal pedestrian pathways shall be provided as generally illustrated on Schedule "B" and shall be constructed of hard surface (ie concrete or asphalt).
- 2.5.8 Pedestrian pathways should be designed to be barrier free where possible.
- 2.5.9 Refuse containers shall be located in accordance with Schedule "B" and shall be screened by opaque fencing.

2.6 Streets and Municipal Services

- 2.6.1 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. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies and regulations of HRM and other approval agencies, except as provided for herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer.
- 2.6.2 The Developer agrees to install a Backflow Prevention Device for the municipal water service as required by the Halifax Regional Water Commission prior to the issuance of a occupancy permit.
- 2.6.3 The new building shall connect to the municipal sewer and water system. The design, installation and cost associated with the provision of services, included but not limited to, water supply, sanitary sewers, storm sewer and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer, and no development permit shall be issued by the Development Officer until written approval from the Development Engineer and any other applicable authorities with respect to the design of all systems has been received.
- 2.6.4 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 on advice of the Development Engineer prior to issuance of an occupancy permit. An occupancy permit may, at the discretion of the Municipality, be issued subject to security being provided to the Municipality in the

amount of 110 per cent of the cost of completion of all outstanding work. The security shall be in favour of the Municipality and may be 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 all work, as described herein and illustrated on the Schedules, and as approved by the Municipality.

2.6.5 Any existing unused curb cuts which result from development of the Lands must be filled in with matching materials at the expense of the developer.

2.6.6 No through driveway access shall be permitted between Lakecrest Drive and Main Street over the Lands.

2.6.7 Pursuant to Section 2.6.4, no occupancy permit shall be issued for the building on the Lands until all street improvements, municipal servicing systems and utilities have been completed in accordance with the Streets By-law S-300.

2.6.8 No permanent structures shall be placed overtop any easements applied to the Lands.

2.7 Building and Site Lighting

2.7.1 Lighting shall be directed to all driveways, parking areas, loading areas, building entrances and walkways and away from streets and abutting properties. Proposed lighting shall be shown on the site plan and building drawings prior to issuance of building permit.

2.7.2 The lighting plan shall contain, but shall not be limited to, the following:

- (a) Plans indicating the location and the type of illuminating devices, fixtures, lamps, supports, or other devices.

2.7.3 All lighting shall be installed prior to the issuance of an occupancy permit.

2.7.4 The pedestrian pathway shall be lit with pedestrian scale lighting.

2.8 Amenity and Recreation Space

2.8.1 Amenity space shall be set aside for recreational purposes such as common recreational areas, play areas, and recreational rooms. Amenity space shall include all area(s) of the lot set aside for the purposes of visual improvement or recreation and not used for buildings, structures, parking areas or driveways, and shall include areas of grass, flower beds, shrubbery, trees and landscaping and resident patios. The amenity space provided for the multiple unit dwelling shall be a minimum of 1,400 square feet in total area in accordance with Schedule "B".

- 2.8.2 Within the outdoor amenity area a community patio area shall be provided accordance with Schedule "B".
- 2.8.3 Within the community patio area, at a minimum, decorative seating and a refuse container in conjunction with landscaping shall be provided.
- 2.9 Landscaping**
- 2.9.1 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.
- 2.9.2 The Developer shall prepare a detailed landscaping plan for the Lands, which are satisfactory to the Development Officer, prior to the issuing of Development permit.
- 2.9.3 Landscaping on the Lands shall be carried out by the Developer substantially in conformance with Schedule "B".
- 2.9.4 The Development Officer on the advice of the Manager of Parks and Open Space may approve minor modifications to the species, size and location of plant stock, provided such modifications, in the opinion of the Development Officer, enhance the attractiveness and visual appearance of the Lands.
- 2.9.5 The Developer agrees to complete all landscaping, in accordance with the approved landscaping plan within 18 months of an occupancy permit. In the event that the Developer has not completed the appropriate landscaping of the subject property to the satisfaction of the Development Officer within that time period, the Development Officer may issue a written 30 day notification requiring that the landscaping work be completed. If the Developer has not complied to the satisfaction of the Development Officer at the end of the notification period, the Developer shall be penalized in the amount of 120% of the total cost of the landscaping as determined by the Halifax Regional Municipality.
- 2.9.6 Fuel storage tanks and electrical transformers shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, masonry walls and/or suitable landscaping. No outdoor storage shall be permitted on the Lands.
- 2.9.7 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.
- 2.9.8 The Developer agrees, at its own expense, to ensure the placement of recyclable containers and organic composters (i.e green carts) are not visible from street frontage by means of either (a) including provisions in the Protective Covenants to ensure recyclable containers and organic composters can contain with the dwelling or (b) constructing a corral area of lattice wood (or acceptable equivalent) and shrubs.

- 2.9.9 Along Lakecrest Drive, landscaping shall consist of a minimum of one mid-size upright branching deciduous tree, having a minimum size of 45 mm caliper (1.8 inch diameter), and placed as generally illustrated on Schedule "B". The proposed tree and other shrubs shall be salt tolerant varieties.
- 2.9.10 The Developer has identified on the Schedule "B" an existing deciduous tree near the southwest corner of the rear yard of the multiple unit dwelling. The developer agrees to retain this tree, where possible. If the tree is removed, it shall be replaced at the developer's expense, with one mid-sized upright branching tree of a similar species, having a minimum size of 45 mm caliper (1.8 inch diameter) and planted in the same location to constitute "no net loss" of trees on the property.
- 2.9.11 An opaque fence shall be erected along the perimeter of the parking area and outdoor amenity area as illustrated in Schedule "B" to provide buffer from adjacent properties and be constructed in accordance with the following:
- (a) The fence shall have an associated landscaped bed of perennial plantings and mulch and shall be shown on the Landscaping Plan required by clause 2.9.2.
 - (b) The fence shall be constructed of wood and maintained by the Developer. The fence shall be completed prior to issuance of an occupancy permit by Development Services.
- 2.10 Maintenance**
- 2.10.1 The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of the building, fencing, walkways, 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 removal/salting of walkways and driveways.
- 2.11 Environmental Matters**
- 2.11.1 The Developer shall submit to the Development Officer a detailed Site Grading and Drainage Plan including Erosion and Sedimentation measures prepared by a professional engineer prior to commencing any site works on the Lands. Such Plan shall require the approval of the Development Officer, on the advice of the Development Engineer. Modifications to the site grading and finished elevations, as indicated on the Plan, may be approved, provided such modifications further the intent of this Agreement.
- 2.11.2 The Developer agrees that, prior to the commencement of any work on any of the Lands, or associated off-site works, a detailed Site Disturbance Plan of the affected area shall be submitted to the Development Officer, indicating the sequence of construction, the areas to be disturbed, and all proposed detailed erosion and

sedimentation control measures and stormwater management measures to be put in place and maintained prior to and during development. These measures shall not be removed until permanent stabilization has occurred. The plans shall be reviewed by, and require the approval of the Development Officer, acting on the advice of the Development Engineer and any other applicable agencies, prior to any site works being undertaken.

- 2.11.3 No occupancy permit for any building constructed upon the Lands shall be issued until all infrastructure applicable to the building is complete, including but not limited to, parking areas, driveways, walkways, municipal services and landscaping, subject to the applicable Sections of this agreement. Any offsite disturbance as a result of the development of the Lands shall be reinstated at the Developer's expense.
- 2.11.4 The developer agrees to notify the Department of Environment and Labour and the Halifax Regional Municipality if any pyritic slate is discovered during construction of the Lands.

PART 3 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

- 3.1 The Developer agree that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.
- 3.2 If the Developer fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developer 30 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:
- (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; and/or
 - (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 development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the preformance of the covenants or remedial action, shall be a first lien on Property 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

PART 4 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

4.1 Registration

- 4.1.1 A copy of this Agreement and every amendment and/or discharge of this Agreement shall be recorded at the office of the Registry of Deeds at Halifax, Nova Scotia and the Developer shall incur all cost in recording such documents.

4.2 Subsequent Owners

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

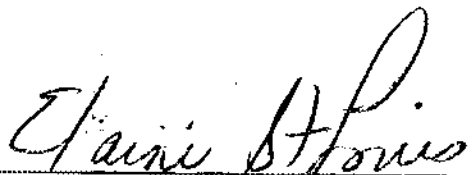
4.3 Commencement of Development

- 4.3.1 In the event that construction on The Lands has not commenced (or deemed complete) within 2 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written request of the Developer, grant an extension to the date of commencement of construction.
- 4.3.2 For the purposes of this section, commencement shall mean completion of the footings for the proposed building.
- 4.3.3 If the Developer(s) fails to complete the development, or after 5 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
 - (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;



**PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA**

ON THIS day of , A.D., 2006, before me, the subscriber personally came and appeared a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **Affirmative Industries Association**, the parties thereto, signed, sealed and delivered the same in his presence.

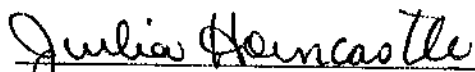


**A Commissioner of the Supreme Court
of Nova Scotia**

ELAINE ST. LOUIS
A Commissioner of The
Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA**

ON THIS 21 day of November, A.D., 2006, before me, the subscriber personally came and appeared J. Cook, C. Sears a subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Jan Gibson, its Municipal Clerk, its duly authorized officers in his presence.



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

JULIA HORNCastle
A Commissioner of the
Supreme Court of Nova Scotia

SCHEDULE "A"

**Legal Description of Lot B.R.-3Y
Subdivision of lands of
Halifax Regional Municipality
Lakecrest Drive, Dartmouth, Halifax County, Nova Scotia**

ALL THAT CERTAIN lot, piece or parcel of land situated on the southern side of Lakecrest Drive, Dartmouth, Halifax County, Nova Scotia, shown as **Lot B.R.-3Y** on a Plan of Survey of Lots B.R.-3Y & B.R.-3Z, a subdivision of Lot B.R.-3, lands of Halifax Regional Municipality, signed by Joseph R. Alcorn, N.S.L.S., dated October 2, 2006 and filed as Alderney Surveys Limited Drawing No. 065731-1, being more particularly described as follows:

BEGINNING at a point on a southern boundary of Lakecrest Drive. Said point being the northwestern corner of Lot AD-1A, lands of AJ Hughes Holdings Inc. and being South 10 degrees 55 minutes 17 seconds West, a distance of 327.897 metres from Nova Scotia Coordinate Monument Number 5263, as shown on the above plan;

THENCE South 07 degrees 51 minutes 40 seconds East, a distance of 51.161 metres along a portion of the western boundary of said Lot AD-1A to the northeastern corner of Lot B.R.-3Z;

THENCE South 82 degrees 08 minutes 20 seconds West, a distance of 15.175 metres along the northern boundary of said Lot B.R.-3Z to the northwestern corner thereof. Said point being on the eastern boundary of Lot DM-1A, lands of Jean Myers;

THENCE North 07 degrees 51 minutes 40 seconds West, a distance of 8.806 metres along a portion of said eastern boundary of Lot DM-1A to the northeastern corner thereof;

THENCE South 75 degrees 52 minutes 56 seconds West, a distance of 15.228 metres along the northern boundary of said Lot DM-1A to the northwestern corner thereof. Said point also being the southeastern corner of Lot X, lands of Army Navy Airforce Veterans in Canada Unit #349.

THENCE North 07 degrees 51 minutes 40 seconds West, a distance of 46.007 metres along the eastern boundary of said Lot X to the northeastern corner thereof. Said point being on a southern boundary of the aforementioned Lakecrest Drive;

THENCE North 81 degrees 09 minutes 53 seconds East, a distance of 3.072 metres along said southern boundary of Lakecrest Drive to a point;

THENCE North 86 degrees 25 minutes 55 seconds East, a distance of 12.098 metres along a portion of a southern boundary of Lakecrest Drive to a point;

THENCE North 86 degrees 25 minutes 55 seconds East, a distance of 15.219 metres along a portion of said southern boundary of Lakecrest Drive to the PLACE OF BEGINNING.

CONTAINING 1,464.11 square metres.

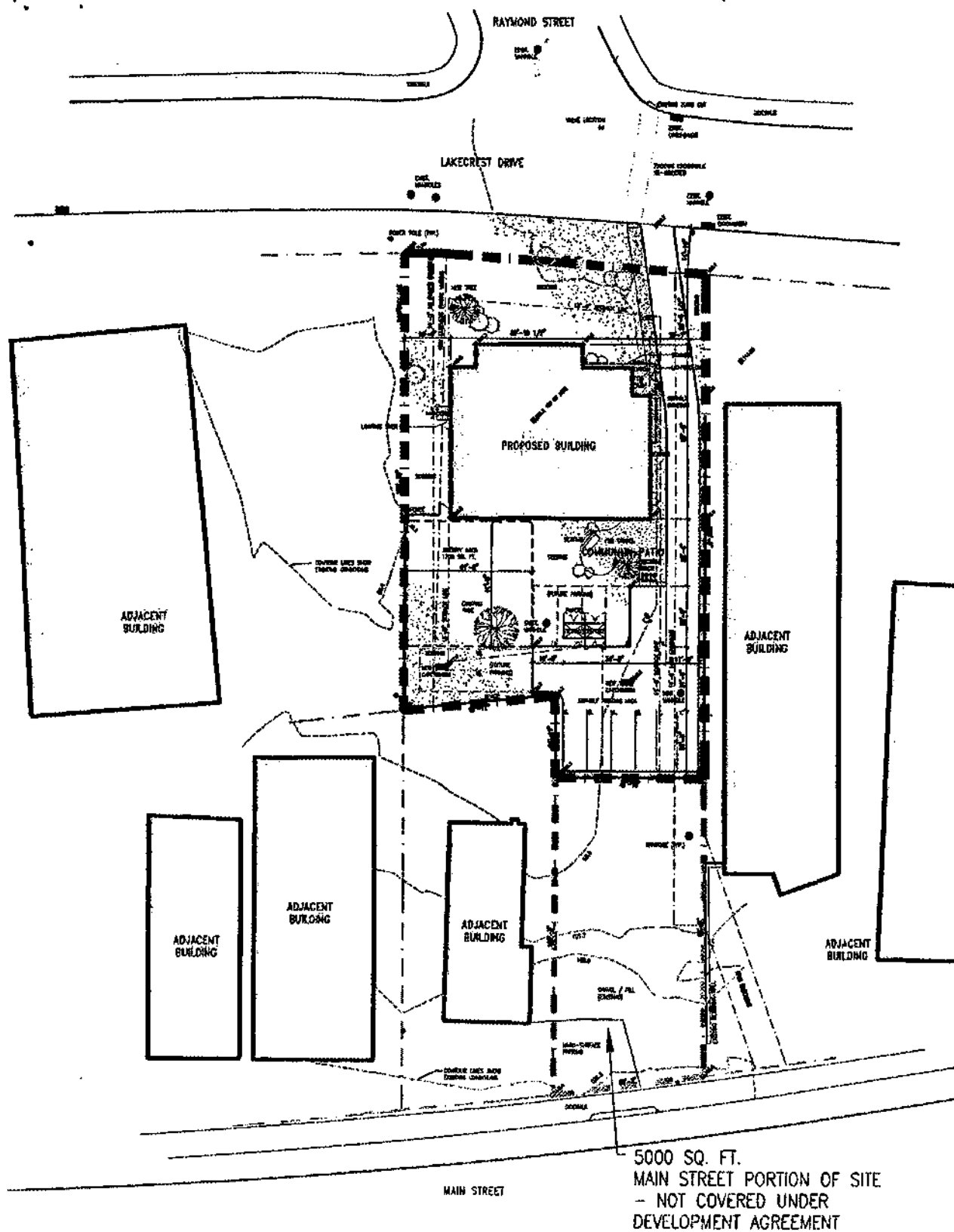
SCHEDULE "A"

BEARINGS are Nova Scotia Coordinate Survey System Grid Bearings, referred to Central Meridian 64 degrees 30 minutes West Longitude.

SUBJECT TO a portion of Sewer Easement D-132 in favour of Halifax Regional Municipality. Said easement being adjacent to and parallel to the eastern boundary of the herein described Lot B.R.-3Y, as shown and mathematically delineated on the above-mentioned Alderney Surveys Limited Drawing No. 065731-1.

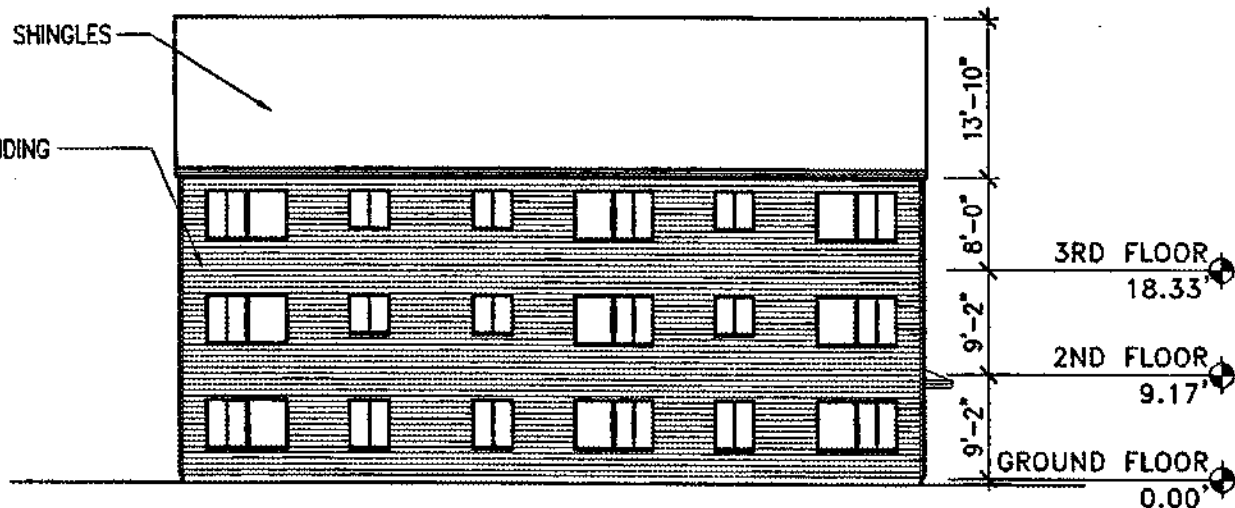
ALSO SUBJECT TO Sewer Easement D-1356 in favour of Halifax Regional Municipality. Said easement being adjacent to the western boundary of the herein described Lot B.R.-3Y, as shown and mathematically delineated on the above-mentioned Alderney Surveys Limited Drawing No. 065731-1.

ALSO SUBJECT TO Easement N.S.P.C.-6, a 3.048-metre wide service corridor in favour of Nova Scotia Power Incorporated. Said easement being adjacent to and parallel to the western boundary of the herein described Lot B.R.-3Y, as shown and mathematically delineated on the above-mentioned Alderney Surveys Limited Drawing No. 065731-1.



ASPHALT SHINGLES

VINYL SIDING



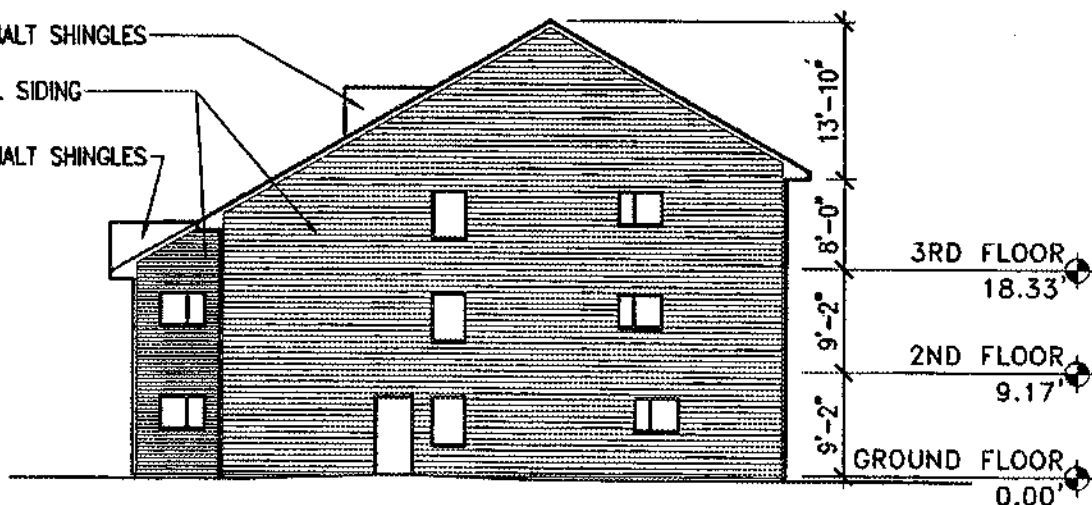
SOUTH ELEVATION

SCALE: 1/16"=1'-0"

ASPHALT SHINGLES

VINYL SIDING

ASPHALT SHINGLES



SCHEDULE "C"

WEST ELEVATION

SCALE: 1/16"=1'-0"

whwarchitects

1640 Market Street, Halifax NS B3J 2C8
Tel: 902 429 5490 Fax: 902 429 2632
www.whwarchitects.com

TITLE ELEVATIONS
SOUTH AND WEST

PROJECT Affirmative Industries
64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY
AB

DATE JUNE 5, 05

DWG.NO.

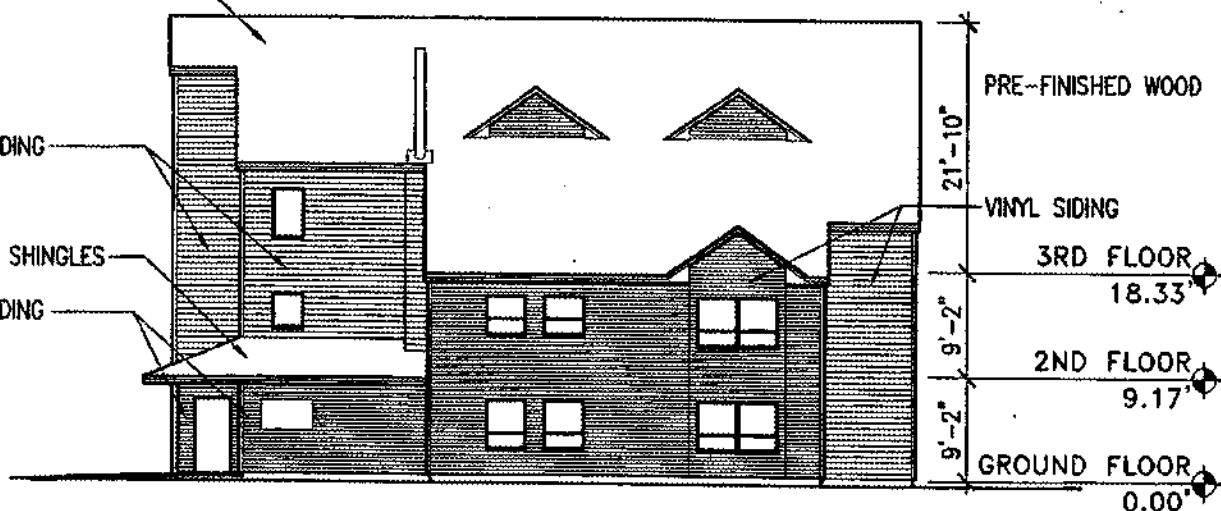
05

ASPHALT SHINGLES

VINYL SIDING

ASPHALT SHINGLES

VINYL SIDING



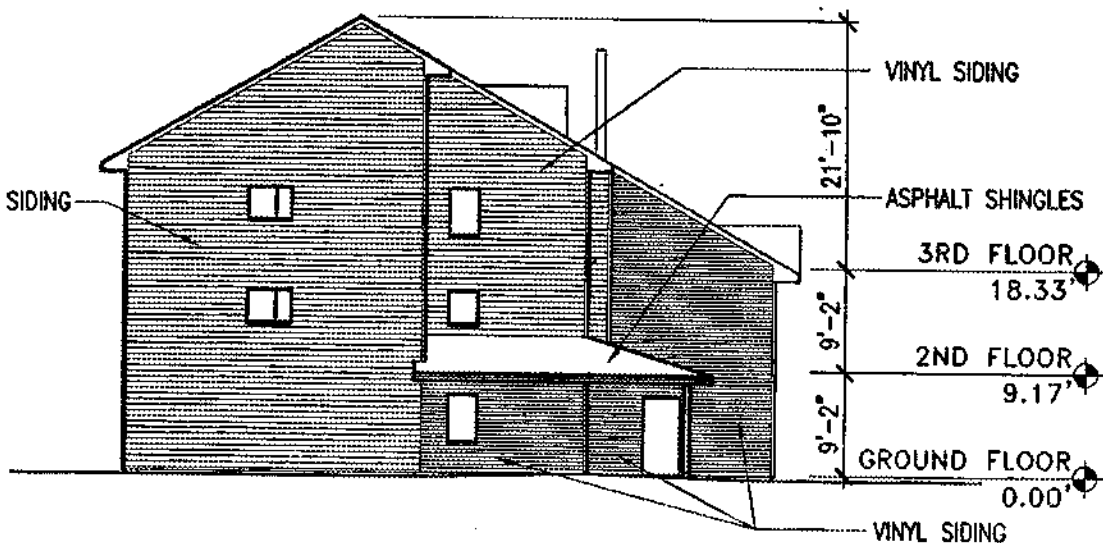
NORTH ELEVATION

SCALE: 1/16"=1'-0"

VINYL SIDING

VINYL SIDING

ASPHALT SHINGLES



EAST ELEVATION

SCALE: 1/16"=1'-0"

SCHEDULE "C"

whwarchitects

1640 Market Street, Halifax NS B3J 2C8
Tel: 902 429 5490 Fax: 902 429 2632
www.whwarchitects.com

TITLE

ELEVATIONS
SOUTH AND WEST

PROJECT

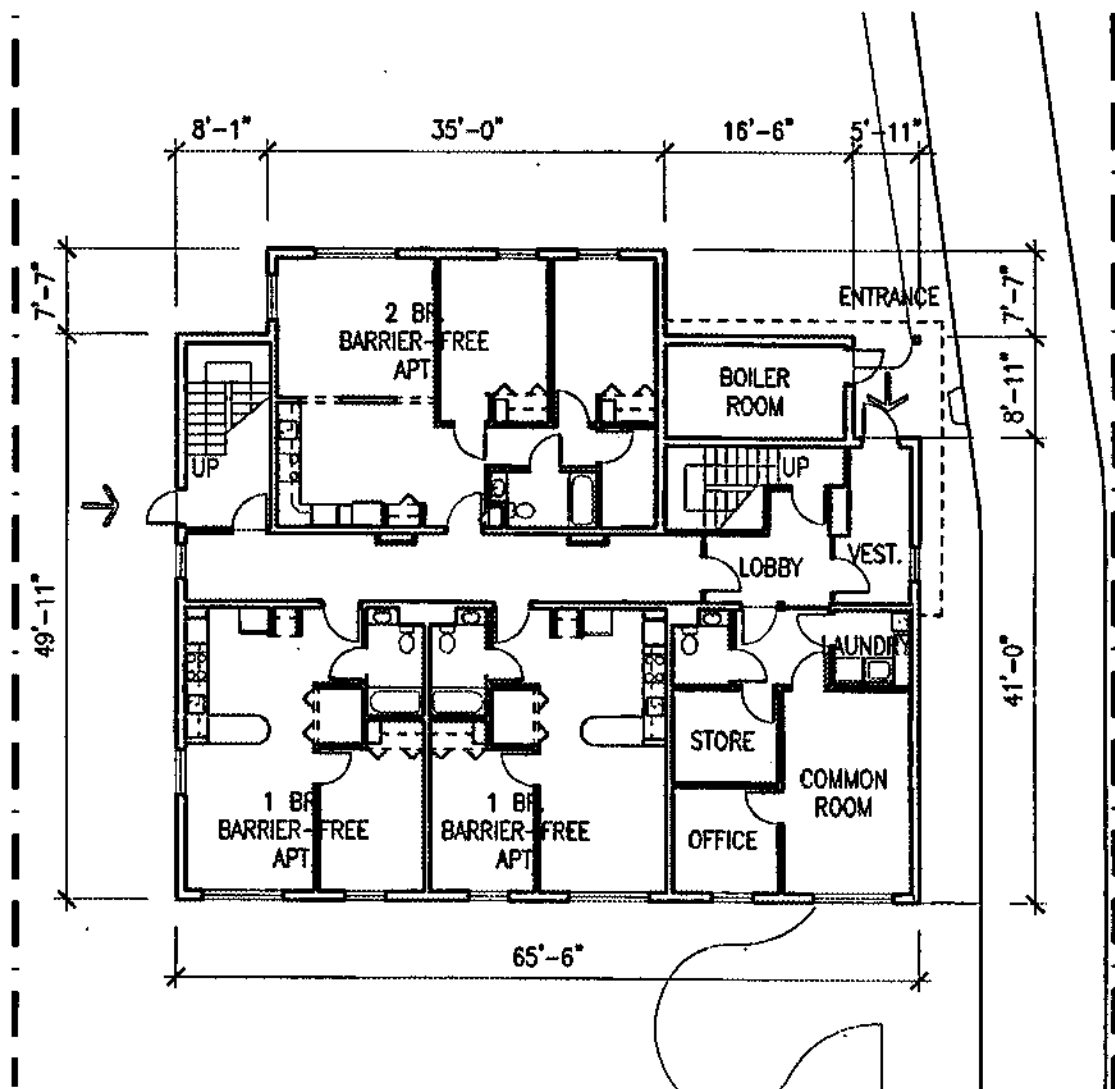
Affirmative Industries
64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY
AB

DATE JUNE 5, 05

DWG.NO.

04



SCHEDULE "D"

SCALE: 1/16"=1'-0"

whwarchitects

1640 Market Street, Halifax NS B3J 2C8
Tel: 902 429 5490 Fax: 902 429 2632
www.whwarchitects.com

TITLE FLOOR PLAN:
FIRST FLOOR - 3,484 SQ.FT.

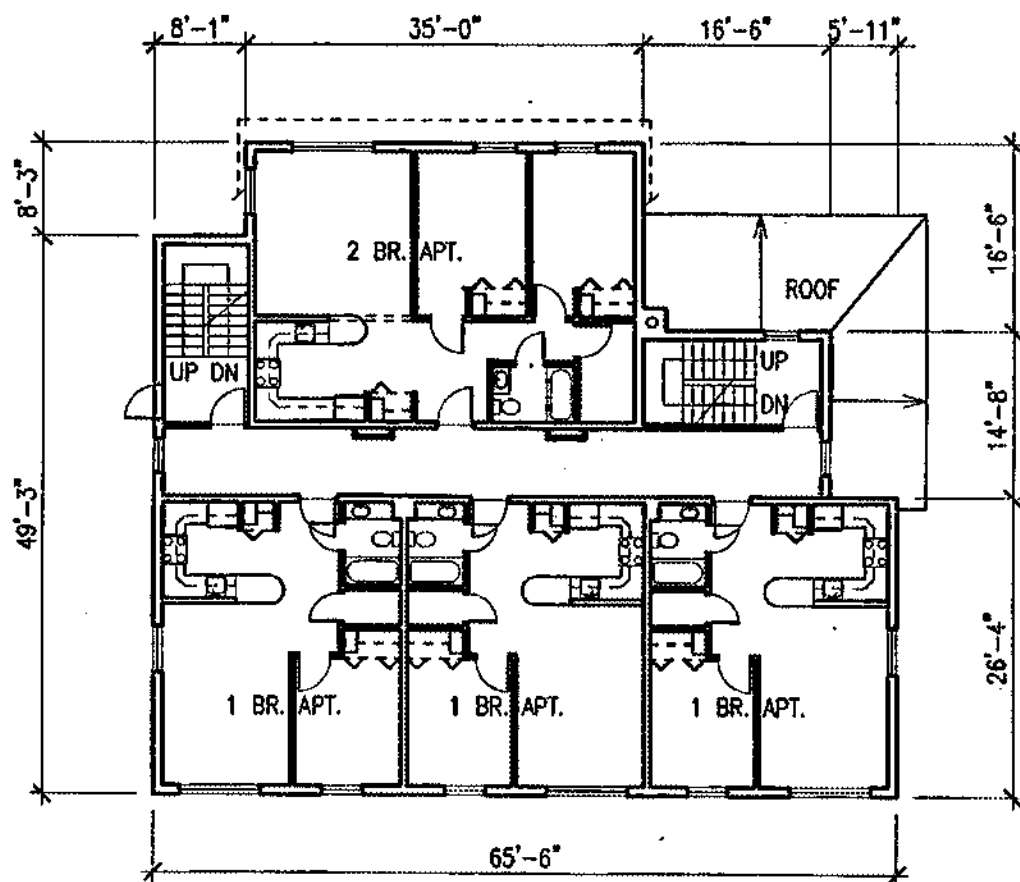
PROJECT Affirmative Industries
64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY
AB

DATE JUNE 5, 05

DWG.NO.

01



SCHEDULE "D"

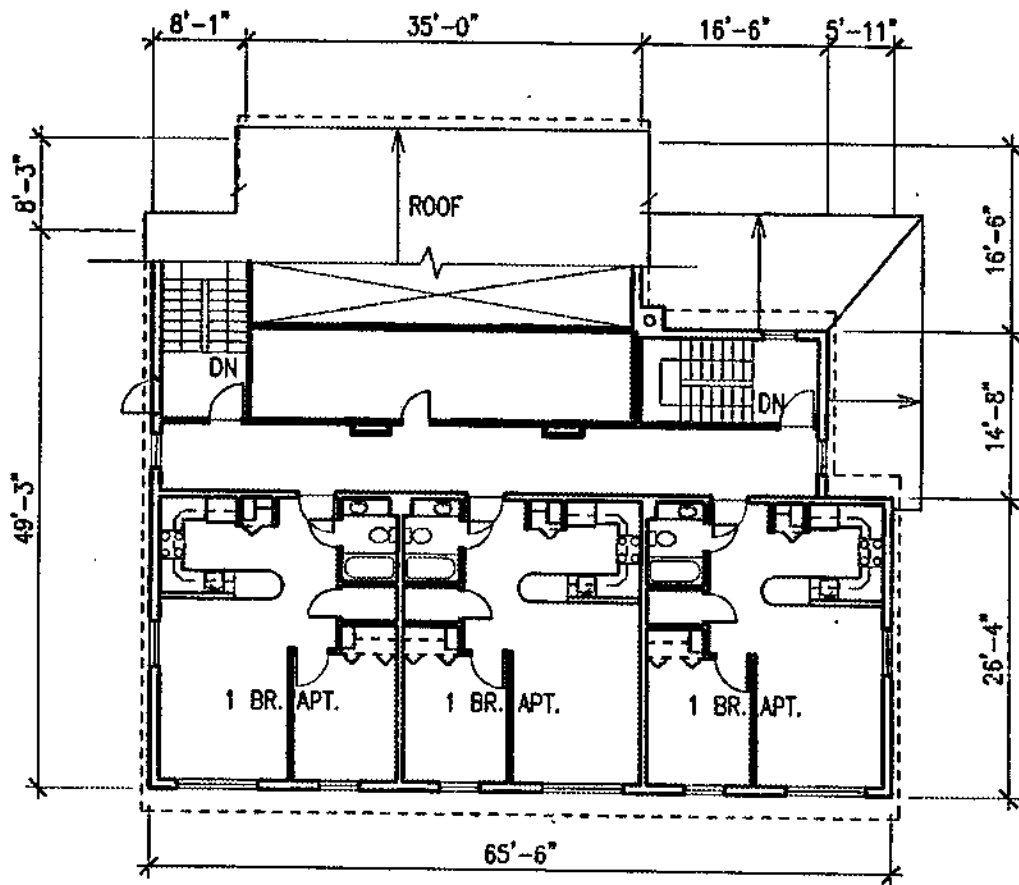
SCALE: 1/16"=1'-0"

whwarchitects

1640 Market Street, Halifax NS B3J 2C8
Tel: 902 429 5490 Fax: 902 429 2632
www.whwarchitects.com

TITLE FLOOR PLAN:
SECOND FLOOR - 3,244 SQ.FT.
PROJECT Affirmative Industries
64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY
AB
DATE JUNE 5, 05
DWG.NO.
02



SCHEDULE "D"

SCALE: 1/16"=1'-0"

whwarchitects

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Tel: 902 429 5490 Fax: 902 429 2632
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TITLE FLOOR PLAN:
THIRD FLOOR - 2,862 SQ.FT.

PROJECT Affirmative Industries
64-66 Lakecrest Dr, Dartmouth

CO-ORD. BY
AB

DATE JUNE 5, 05

DWG.NO.
03