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Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

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

(Instrument code: 451)

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

For Office Use Registration district: Halifax HALIFAX COUNTY LAND REGISTRATION OFFICE Submitter's user number: 500002223 I certify that this coourness was registered or recorded as shown here. Submitter's name: Farwell Law Office Inc. Kim MacKey, Registrer In the matter of Parcel Identification Number (PID) PID 00423152 PID (Expand box for additional PIDs, maximum 9 PIDs per form) The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable): Form 24(s) П Form 8A(s) Additional information (check appropriate boxes, if applicable): This Form 24 creates or is part of a subdivision or consolidation. This Form 24 is a municipal or provincial street or road transfer. This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel. This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-D side" parcel is already identified in the LR parcel register and no further forms are required. Power of attorney (Note: completion of this section is mandatory) The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is: recorded in the attorney roll recorded in the parcel register incorporated in the document OR X No power of attorney applies to this document

May 4, 2009

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

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

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the Land Registration Act" are to be removed because the interests are being registered (insert names to be removed): N/A

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the Land Registration Act and Land Registration Administration Regulations: N/A

The following benefits are to be added and/or removed in the parcel register(s): N/A (Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

The following burdens are to be added and/or removed in the parcel register(s): N/A (Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

The following recorded interests are to be added in the parcel register:

Instrument type	Agreement
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)	Halifax Regional Municipality/Party to Agreement
Mailing address of interest holder to be added (if applicable)	PO Box 1749, Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (If applicable)	N/A
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	N/A

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

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

Certificate of Legal Effect:

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

Dated at Lower Sackville, in the County of Halifax, Province of Nova Scotia, on May 27.

Signature of authorized lawyer

Name: David F. Farwell, Q.C.

Address: 405 Sackville Drive, Suite 206

Lower Sackville, NS B4C 2R9

Phone: (902) 865-5537

E-mail: davidfarwell@ns.sympatico.ca

Fax: (902)865-4354

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.
N/A

BETWEEN:

SHARON PELLEY AND JOHN KEETON

of the Halifax Regional Municipality, Province of Nova Scotia (hereinafter called the "Developers")

OF THE FIRST PART

- and -

APPROVED AS (O FORM Municipal Solicitor HALIFAX REGIONAL MUNICIPALITY

a municipal body corporate,

(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developers are the registered owner of certain lands located at 96 Pockwock Road, (PID 00423152), Hammonds Plains and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developers have requested that the Municipality enter into a development agreement to allow for a kennel on the Lands pursuant to the provisions of the <u>Halifax</u> Regional Municipality Charter and pursuant to Policy P-26A of the Beaver Bank, Hammonds Plains and Upper Sackville Municipal Planning Strategy;

AND WHEREAS the North West Community Council approved this request at a meeting held on February 25, 2010, referenced as Municipal Case Number 01285;

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 Developers agree 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 Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.

1.3 Applicability of Other By-laws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developers, 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 Developers or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

The Developers 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 HRM and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developers. All design drawings and information shall be certified by a Professional Engineer.

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.

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 Developers 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.

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 All words unless otherwise specifically defined herein shall be as defined in the Beaver Bank, Hammonds Plains and Upper Sackville Land Use By-law and Regional Subdivision By-law.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developers shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms with the Schedules attached to this Agreement and the plans filed in the Halifax Regional Municipality as Case Number 01285.

The Schedules are:

Schedule A: Legal Description of the Lands

Schedule B: Site Plan

3.2 General Description of Land Use

- 3.2.1 The use(s) of the Lands permitted by this Agreement are the following:
 - (a) A kennel and uses accessory thereto, as shown on Schedule B and set out in this Agreement; and
 - (b) Any use permitted within the existing zone applied to the Lands subject to the provisions contained within the Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville as amended from time to time.
- 3.2.2 The Municipality agrees that the variance provisions and procedures enabled by the <u>Halifax Regional Municipality Charter</u>, with respect to percentage of land that may be built upon, size or other requirements related to yards, and lot frontage or lot area, or both, shall apply to the development of the Lands permitted by this Agreement except that, where the Charter references "Land Use By-law", the words "this Agreement" shall be substituted.

3.3 Detailed Provisions for Land Use

3.3.1 The Developers use of the Lands as a kennel shall be limited to the outdoor dog pens and within the kennel building, as illustrated on Schedule B.

3.3.2 The kennel building shall:

- (a) be located as shown on Schedule B;
- (b) not exceed a gross floor area of 278.7 m² (3,000 ft²);
- (c) be located a minimum of 15.2 m (50 ft) from any abutting property; and
- (d) not exceed 10.6 m (35 ft) in height above established grade.

3.3.3 The outdoor dog pens shall:

- (a) be located within the area shown on Schedule B:
- (b) be located a minimum of 15.2 m (50 ft) from any abutting property;
- (c) be fenced according to Section 3.3.8 of this Agreement; and
- (d) be directly accessible to the kennel building.
- 3.3.4 The Development Officer may approve modifications to the location of the kennel building on the Lands and the layout of elements related to parking and the outdoor dog pens, provided that such modifications do not enable an expansion of the kennel use and are, in the opinion of the Municipality's Development Officer, minor in nature.
- 3.3.5 The Developers shall ensure that expansion or addition to any structure on the Lands shall conform with the all applicable requirements of the Land Use By-law, except where varied by this Agreement, and shall receive, where applicable, written approval by the Municipality's Development Officer.
- 3.3.6 No more than forty (40) dogs shall be boarded or bred at any given time.
- 3.3.7 The grooming and washing of dogs shall be considered accessory to the kennel use.
- 3.3.8 The Developers shall provide and maintain fencing, a minimum of 1.8 m (6 ft) in height, around the entire perimeter of all outdoor dog pens.
- 3.3.9 The Developers shall provide a solid panel wood fence along a portion of the southern property line, as shown on Schedule B. The construction of the fence shall be 1.5 m (5ft) in height, except that the fence shall be 1.2 m (4 ft) in height for the first 30.4 m (100 ft), starting from the front property line.
- 3.3.10 The Developers agree that, except for supervised bathroom breaks, dogs shall not be permitted outside of the kennel building between the hours of 7:00 PM and 7:00 AM.

3.4 Wastewater

3.4.1 The Developer shall provide a private sanitary system for the kennel building, as required by Nova Scotia Environment.

3.5 Parking, Circulation and Access

- 3.5.1 The Developers shall provide an internal driveway layout and parking area on the Lands as shown on Schedule B. The Municipality's Development Officer may approve modifications to the internal driveway and parking area, provided parking spaces are not reduced beyond the number required by the Land Use By-law and the changes are minor in the opinion of the Municipality's Development Officer.
- 3.5.2 The driveway and parking area associated with the kennel building shall be graveled or hard surfaced with asphalt, concrete or an acceptable equivalent in the opinion of the Municipality's Development Officer.
- 3.5.3 The driveway associated with the kennel building shall maintain a minimum width of 6 m (20 ft).

3.6 Building and Site Lighting

- 3.6.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances outdoor dog pens and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.6.2 If, in the opinion of the Municipality's Development Officer, conformance with the requirements of Clause 3.6.1 are in question, the Developers shall submit information to the Municipality's Development Officer regarding the location and type of illuminating devices, fixtures, lamps, supports, and other devices sufficient to enable the Municipality's Development Officer to ensure compliance with Clause 3.6.1. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developers shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.7 Non-Disturbance Area / Landscaping

- 3.7.1 The 18.2 m (60 ft) non-disturbance area shown on Schedule B shall:
 - (a) be retained and maintained to act as a natural buffer and visual screen to adjacent properties;
 - (b) be identified on all plans required by the Municipality;
 - (c) permit the following activities provided the approval of the Municipality:
 - removal of standing hazardous or diseased trees; the Municipality may require verification in writing by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) or other qualified professional;
 - (ii) removal of fallen timber and debris where the potential exists for a fire or safety risk; the Municipality may require verification in writing by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) or other qualified professional; or
 - (iii) be remediated if trees are removed or tree habitat is damaged beyond repair, unless removal is associated with the permitted activities of Clause 3.7.1 (c). The Developers shall replace the damaged trees with similar species of tree

with a minimum caliper of 60 mm (2.4 inches) measured at 300 mm (11.8 inches) above established grade. The Municipality may require the Developers to submit a Remediation Plan prepared by a Landscape Architect (a full member, in good standing with the Canadian Society of Landscape Architects) or other qualified professional.

- 3.7.2 The Developers agree that landscaping shall be provided on all areas not dedicated to buildings, parking areas, driveways and walkways that are associated with the kennel.
- 3.7.3 Further to subsection 3.7.2, landscaping shall be grassed or include landscape features such as mulch, stone, water features, perennials, annuals, shrubs or other vegetation and features deemed acceptable by the Municipality.

3.8 Maintenance

- 3.8.1 The Developers shall collect and store all dog waste on the Lands in a manner that does not create a nuisance through odour. The Developers shall remove and properly dispose of dog waste from the Lands all together on a regular basis.
- 3.8.2 The Developers shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the exterior of the kennel building, fencing, walkways, 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.

3.9 Signs

- 3.9.1 A maximum of one (1) ground sign shall be permitted on the Lands for the kennel. The ground sign shall be located as shown on Schedule B, provided the ground sign:
 - (a) does not exceed 3 m (10 ft) in vertical height above established grade above and is setback a minimal of 3 m (10 ft) from any street line, and 6 m (20 ft) from any abutting property;
 - (b) does not exceed a sign face width of 1.5 m (5 ft); and
 - (c) is not internally illuminated or backlit.

3.10 Outdoor Storage and Display

No outdoor storage or display associated with kennel shall be permitted on the Lands. Refuse containers located outside the kennel building shall be fully screened from adjacent properties and from streets by means of opaque fencing, masonry walls, suitable landscaping, or an acceptable equivalent.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

Any construction or use on the Lands shall conform with the Municipal Service Systems Design Guidelines where applicable, unless otherwise provided for in this Agreement and shall receive written approval from the Municipality's Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

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 Developers, and shall be reinstated, removed, replaced or relocated by the Developers as directed by the Municipality.

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5.1 Substantive Amendments

Amendments to any matters not identified under Section 5.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the <u>Halifax Regional Municipality Charter</u>.

5.2 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.4 of this Agreement;
- (c) An increase in the size (gross floor area) of the kennel building and outdoor dog pens;
- (d) Alterations to the fencing requirements as identified in Section 3.3.9 of this Agreement; and
- (c) Alterations to the 18.2 m (60 ft) non-disturbance area as identified in Sections 3.7.1 (a) and 3.7.1 (b) of this Agreement.

6.0 EMPORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

6.1 Enforcement

The Developers 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 Developers. 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 Developers agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.

6.2 Failure to Comply

If the Developers fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers thirty (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 Developers from continuing such default and the Developers 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 development 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 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; and
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Halifax Regional Municipality Charter or Common Law in order to ensure compliance with this Agreement.

7.5 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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 Developers shall incur all cost in recording such documents.

7.2 Subsequent Owners

- 7.2.1 This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the lands which is the subject of this Agreement until this Agreement is discharged by the Council.
- 7.2.2 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.

7.3 Commencement of Development

In the event that a Development Permit for the kennel use has not been granted within three (3) 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 Developers, grant an extension to the date of commencement of construction.

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7.4 Completion of Development

Upon the completion of the development or portions thereof, or within/after ten (10) years from the date of registration of this Agreement with 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; or
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developers' rights here under are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Beaver Bank, Hammonds Plains and Upper Sackville, as may be amended from time to time.

WITNESS that this Agreement, made	in triplicate, was properly executed by the respective
Parties on this day of	, A.D., 2010.
INC DUL	- Q
SIGNED, SEALED AND DELIVERED)
in the presence of) 00.00
	Per:
Maruel Charen) SHARON PELLEY
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) Per:
SPATER BRITISHED AND) JOHN KEETON
SEALED, DELIVERED AND	
ATTESTED to by the proper)
signing officers of Halifax Regional	HALIFAX REGIONAL MUNICIPALITY
Municipality duly authorized in that behalf in the presence /	Peter F Kelly
of	Per: Peter Relly
June Pack	(MALUK) §
- June Colo	Per Stempte Murdy
	ACTING MUNICIPAL CLERK
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PROVINCE OF NOVA SCOTIA COUNTY OF HALIFAX

I CERTIFY that on this 17 day of May, A.D. 2010, that SHARON PELLEY AND JOHN KEETON, one of the parties mentioned in the foregoing and annexed Indenture, signed and executed the said Indenture in my presence and I have signed as a witness to such execution.

A Commissioner of the Supreme Court
of Nova Scotia

Brandl Brown
A Commissioner of the Supreme
Court of Nova Scotla

PROVINCE OF NOVA SCOTIA COUNTY OF HALIFAX

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A Commissioner of the Supreme Court
of Nova Scotia

ROBYN 8. GREGORY A Commissioner of the Suprar Court of Nova Scrub

SCHEDULE A

All that certain lot situate at Hammonds Plains, in the County of Hallfax, shown on a Plan of Survey of Lands of John Keston and Sharon Louise Pelicy Located at Civic 116 Pockwork Road by Meridian Surveying and Engineering Ltd., suspped as PID 00423152 and being more particularly described as follows:

BEGINNING at the porthasterly corner of Lot 1 on the southwesterly sideline of the Pockwock Road;

THENCE 209" 33'52" 65.625 along the boundary of Lot 2 to a survey marker;

THENCE 220" 34"33" 27.846 metres to a survey marker at the southeasterly corner of Lot 2:

THENCE 311* 49*33*64.654 metres to a survey marker as the corner of lands of Mary Katherine Petripas and Gilbert Joseph Petripas;

THENCE 219* 49*00** 90.663 metres along lands, now or formerly, of Mary Katherine Pettipus and Glibert Joseph Pettipus to the northeasterly corner of lands, now or formerly, of Kimberly-Lloyd Developments Limited;

THENCE 217" 36'49" 105.676 metres along lands, now or formerly, of Kimberty-Lloyd Developments Limited to a survey marker on the easterly boundary of said lands of Kimberty-Lloyd Developments Limited:

THENCE 130" 03"09" 5.449 matres along lands, now or formerly, of Kimberly-Lloyd Developments Limited to the northwesterly corner of lands, now or formerly, of Janeen Gail Bancruft, Robberta Dianne Gigner, Joyce Lerraine Coley, John Rooks and Margie Pass;

THENCE 130° 03'09" 132.730 metres along of lands, now or famerly, of Jamess Gail Bencroft, Robberts. Dianne Gicnac, Joyce Lorraine Coley, John Rooke and Margie Pass to the westerly boundary of lands, now or formerly, of Her Majesty The Queen in Right of Canada;

THENCE 40° 03'34" 195.356 metres along leads, now or formerly, of Her Majesty The Queen in Right of Canada to the southwesterly corner of leads, now or formerly, of Edward Alian Weagle and Kathleen Many Corkom;

THENCE 39° 49'00" 90.403 metres along lands, now or formerly, of Edward Allan Wesgle and Kathleen Mary Codeum to the northwesterly comer of lands, now or formerly, of Edward Allan Wesgle and Kathleen Mary Codeum at the southwesterly sideline of the Pockwock Road;

THENCE along the southwesterly sideline of the Pockwock Road, following a curve to the right an arc distance of 32.774 metres to a point of curvature. Said are baving a radius of 1269,032 metres and a chord bearing and distance of 319° 54'46" 32.773 metres.

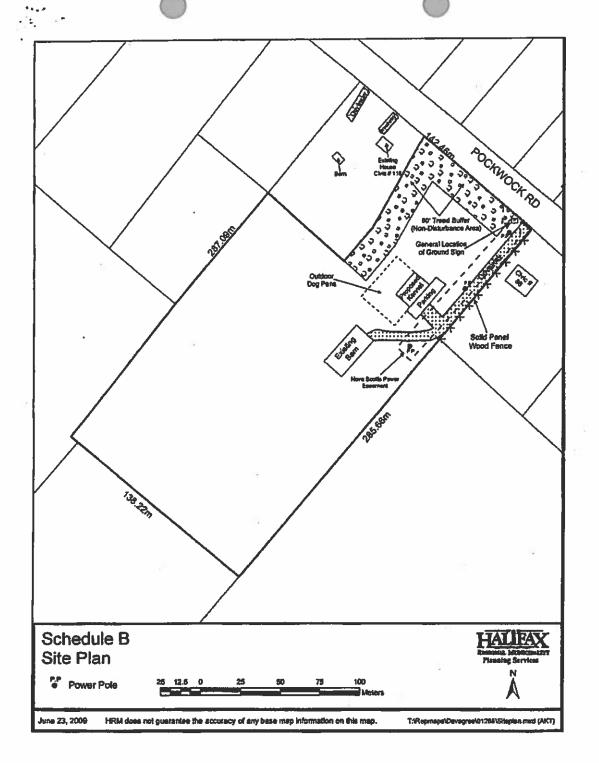
THENCE 310" 27"04" 56.383 metres along the continuesterly sideline of the Pockwock Road to the FLACE OF BEGINNING.

The above described lot of land commining an area of 3.498 hectures.

Bearings described herein am based on the Nova Scotia Co-ordinate system.

SUBJECT TO a 12.192 metre wide utility ensument in favour of Nova Scotia Power Inc., granted March 2 2009 and registered as decement number 92577308.

BIZING AND ENTENDED TO BE a portion of those lands conveyed to John Keeten and Sharon Louise Pelley from Donna Logan by deed dated February 13 2008 and recorded as document number 90107955



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