

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)

Registration district: Halifax

Submitter's user number: 3820

Submitter's name: Thomas O. Boyne

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded
as shown here.
Kim MacKay, Registrar

95153384 LRE ☒ ROD ☐

Document #
JAN 21 2010
MM DD YYYY

14:35
Time

In the matter of Parcel Identification Number (PID)

PID	40811085, 41086018
PID	40175887

(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)

☐ Form 8A(s)

Additional information (check appropriate boxes, if applicable):

☐ This Form 24 creates or is part of a subdivision or consolidation.

☐ This Form 24 is a municipal or provincial street or road transfer.

☐ This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.

☐ This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

Power of attorney (Note: completion of this section is mandatory)

☐ The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:

- ☐ recorded in the attorney roll
- ☐ recorded in the parcel register
- ☐ incorporated in the document

OR

☒ No power of attorney applies to this document

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

May 4, 2009

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

Instrument type	
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 to be added (if applicable)	
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (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)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	
Reference to related instrument in parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) Instrument code: 443	

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*):

May 4, 2009

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*:

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

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

(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).

Instrument type	
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 to be added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs):	
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	

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

(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).

Instrument type	Agreement of Use of Land
Interest holder and type to be removed (if applicable)	NA
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality – Party to Agreement (Burden)
Mailing address of interest holder to be added (if applicable)	PO Box 1749, Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	NA

May 4, 2009

Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	NA
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The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	

Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	
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The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

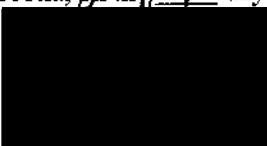
Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

May 4, 2009

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 Dartmouth, in the County of Halifax, Province of Nova Scotia, on the 19th day of December, 2009.



Signature of authorized lawyer

Name: Thomas O. Boyne, Q.C.

Address: Boyne Clarke, P.O. Box 876
Dartmouth, NS B2Y 3Z5

Phone: (902) 469-9500

E-mail: tboyne@boyneclarke.ca

Fax: (902) 463-7500

- ☐ 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.

May 4, 2009

THIS AGREEMENT made this 21 day of DECEMBER, 2009,

BETWEEN:

W.M. APARTMENTS LIMITED

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

OF THE FIRST PART

- and -

APPROVED
AS TO FORM

Municipal Solicitor

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 Windmill Road, PIDs 40811085, 41086018 & 40175887, Dartmouth 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 permit a new 12-storey, 103 unit residential building, and recognize an existing three-storey, 207 unit residential building, and an existing two-unit dwelling on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policy IP-5 of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East Community Council approved this request at a meeting held on September 10, 2009, referenced as Municipal Case Number 01230;

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 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 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 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 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 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 Developer. 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 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.

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 applicable Land Use By-law and Subdivision By-law.

PART 3. USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 SCHEDULES

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, in conformance with the Schedules attached to this Agreement filed in the Halifax Regional Municipality as Case Number 01230:

The Schedules are:

- Schedule A Legal Description of the Lands
- Schedule B Site Plan
- Schedule C Preliminary Landscaping Plan
- Schedule D East Elevation (Harbourside)
- Schedule E West Elevation (Front)
- Schedule F North & South Elevations
- Schedule G Main Floor Plan Layout
- Schedule H Internal Parking Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of any Municipal Permits, the Developer shall complete the MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process.
- 3.2.2 Prior to the issuance of a Construction Permit for the new building, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
 - (a) Lighting Plan in accordance with Section 3.7 of this Agreement; and
 - (b) Landscaping Plan in accordance with Section 3.9 of this Agreement.
- 3.2.3 Prior to the issuance of the Municipal Occupancy Permit for the new building, the Developer shall provide the following to the Development Officer pursuant to this Agreement:
 - (a) Written confirmation from the Development Engineer indicating compliance with Part 4 "Streets and Municipal Services" of this Agreement;
 - (b) Certification from a qualified Professional Engineer that the Developer has complied with the Erosion and Sedimentation Control Plan required pursuant to Section 5.2 of this Agreement;
 - (c) Certification from a qualified Professional Engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to Section 5.1 of this Agreement;
 - (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to Section 3.9 of this Agreement;
 - (e) Certification from a qualified professional indicating that the Developer has complied with the Lighting Plan required pursuant to Section 3.7 of this Agreement; and

- (f) Certification from a qualified Professional Engineer that the Developer has complied with the Grading Plan required pursuant to Section 3.9.3.2 of this Agreement

3.2.4 Further to sub-section 3.2.3, notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the new building 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.

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

3.3 GENERAL DESCRIPTION OF LAND USE

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

- (a) A new 103 unit, 12-storey residential building on PID 41086018 as per the attached Schedules and in accordance with the provisions of this Agreement;
- (b) An existing 207 unit, four-storey residential building and associated development located on PID 40811085 as per Schedule B; and
- (c) An existing two-unit residential dwelling located on PID 40811085 as per Schedule B.

3.4 EXISTING BUILDINGS

Harbourshore Acres Apartments

3.4.1 The existing three-storey, 207 unit residential building on the Lands shall be subject to the maintenance of landscaping, parking lot configuration and minimum parking spaces as per sub-sections 3.6 and 3.9 of this Agreement and as generally illustrated on Schedules "B" and "C".

3.4.1.1 Further to Clause 3.4.1, permits for the existing three-storey, 207 unit residential building shall be subject to the applicable requirements of the Dartmouth Land Use By-law, and all other applicable clauses of this Agreement.

Existing Two-unit Dwelling Civic No. 257 Windmill Road

3.4.2 The existing two-unit dwelling on the Lands shall not be subject to Clauses 3.5 through 3.8 inclusive, Clauses 5 and 6, and Schedules C through H of this Agreement.

3.4.2.1 Notwithstanding sub-clause 3.4.2, redevelopment of the two-unit dwelling shall be subject to the applicable requirements of the Dartmouth Land Use By-law.

3.5 NEW BUILDING

3.5.1 The Developer agrees that the 12-storey, 103 unit multi-unit residential building proposed to be constructed on the Lands shall comply with the provisions of this section and be located as generally illustrated on the Schedules.

3.5.2 Architectural

Architectural treatment such as parapets, cornices, curtain walls shall be continued around all sides of the building as identified on Schedules "D", "E" and "F".

3.5.2.1 The architectural details shall use materials that are raised to create shadow lines and provide for the articulation of the architectural element of the building.

3.5.3 Blank Walls

Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, offsets in the vertical plane, etc.) as identified on the Schedules.

3.5.4 Exposed Foundation

Any exposed foundation in excess of 0.5 metres in height shall be architecturally detailed.

3.5.5 Building Material

Exterior building materials shall not include vinyl siding but may include any one or more of the following:

- pre-cast concrete
- clay masonry
- non-combustible cladding;
- concrete split face masonry;
- cut stone masonry;
- random stone masonry; or
- acceptable equivalent in the opinion of the Development Officer.

3.5.6 Functional Elements

All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.5.7 The building shall be designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.5.8 Roof

All roof mounted mechanical and/or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

3.5.9 All balconies shall feature a glass railing system.

3.5.10 Minor Changes

The Developer shall be entitled to minor modifications to the architectural requirements of this section provided the changes are minor in nature, in the opinion of the Development Officer and comply with the intent to this Agreement.

3.6 PARKING, CIRCULATION AND ACCESS

3.6.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on Schedules "B" and "H". The Developer agrees that the parking on the Lands shall comply with the following:

- (a) All parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer. Notwithstanding, pathways shall not be finished with asphalt.
- (b) Parking lots are to be delineated by curbing, such curbing shall not be asphalt.

3.6.2 Minimum vehicular parking shall be provided for each building in accordance with the following:

- (a) Proposed 12-Storey, 103 Unit Residential Building Building (PID 41086018) shall have a minimum of 113 dedicated parking spaces; of which a minimum of 106 spaces shall be underground.
- (b) The existing Harbourshore Apartments three-storey, 207 unit residential building (PID 40811085) shall have a minimum of 188 dedicated parking spaces; of which a minimum of 79 spaces shall be underground; and
- (c) The existing two-unit dwelling of Civic No. 257 Windmill Road (PID 40811085) shall maintain a driveway access to Windmill Road with the ability to accommodate the parking of two vehicles on the site.

3.6.3 The Development Officer may approve upon application by the Developer, changes to the parking and circulation layout as illustrated on Schedules "B" and "H" provided such changes further the intent of Section 3.5 and this Agreement and do not result in a reduction in the number of parking spaces.

3.6.4 The Lands subject to this Agreement shall share a deeded access for the driveway connecting to Windmill Road, as identified on Schedule "B".

3.6.5 Directional signage delineating the one-way nature of the existing site access driveway shall be provided in the area of the median divided entrance and exit driveway at Windmill Road.

3.7 BUILDING AND SITE LIGHTING

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

3.7.2 The Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices;
- (b) Description of the illuminating devices, fixtures, lamps, supports and other devices. This description may include, but is not limited to, manufacturers' catalogue cuts and drawings including sections where required and;

- (c) The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this article will be secured. 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 applicant shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.7.3 Further to sub-section 3.7.2, should the Developer desire to substitute outdoor light fixtures or lamps and install them on the Lands after a permit has been issued, the Developer shall submit all changes to the Development Officer for approval, with adequate information to assure compliance with section 3.7.

3.8 PRIVATE AMENITY SPACE

3.8.1 Private amenity space for the new building shall consist of the following features and minimum areas:

(a)	Internal common room:	2,312 sq. ft. as per Schedule "G"
(b)	Internal Exercise room:	1,173 sq. ft. as per Schedule "G"
(c)	Podium deck:	9,482 sq. ft. as per Schedule "B"
(d)	Passive recreation area:	6,600 sq. ft. as per Schedule "C"
(e)	Residential unit balconies/patios:	65 sq. ft./unit
(f)	Roof-top deck	1,843 sq. ft.

3.8.2 The podium deck shall generally be developed as shown on Schedule "C" complete with benches and landscaping, the intent of which is to facilitate a minimum of five distinct areas designed for leisure gatherings.

3.8.3 The Passive Recreation Area as shown on Schedule "C" shall be developed as a useable area finished with a surface, at the discretion of the Development Officer, conducive to enabling passive recreation and leisure activities.

3.8.4 Notwithstanding the required minimum as per clause 3.8.1, the Applicant may request the square footage of the roof-top deck be decreased with corresponding square footage increases in balcony sizes, at the discretion of the Development Officer.

3.8.4.1 The roof-top deck is to be located on the southwest corner of the roof-top fronting on Halifax Harbour.

3.9 LANDSCAPING

3.9.1 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.

3.9.2 Landscaping Plan

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

3.9.2.1 The Development Officer 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.

3.9.3 Landscape Details

Planting details for each type of plant material proposed on the plan shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).

3.9.3.1 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as fencing, retaining walls, stairs, gazebo and benches, shall be provided to the Development Officer, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building and the character of the surrounding area.

3.9.3.2 A Grading Plan with existing and proposed grades shall be provided prior to the issuance of Development Permit.

3.9.3.3 Mass shrub plantings or mixed shrub and ground cover plantings are preferred instead of perennial beds.

3.9.3.4 No landscaping greater than 0.6 metres (2 feet) in height shall be permitted within the turning circle.

3.9.4 Podium Landscaping

The Landscaping Plan shall provide details of all ground level open spaces as shown on Schedule "C". The plan shall specify all model numbers, quantities and manufacturers of site furnishings, as well as construction details of landscaping features (gazebo and benches).

3.9.4.1 Planting on the parking podium shall be carefully selected for their ability to survive in rooftop environments. Podium trees shall be located in planting beds or containers.

3.9.4.2 The Developer shall ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping, as well as the anticipated mature weight of the plant material on any rooftop and podium.

3.9.5 Fencing

Chain link fencing, or at the discretion of the Development Officer, other suitable fencing, shall be used to delineate the Passive Recreation Area from the adjacent property boundaries (CNR line and DND lands) as per Schedule "C". The intent of the fencing shall prevent access to the rail line, while maintaining the Halifax Harbour views.

3.9.6 Retaining walls

All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent.

3.9.6.1 Upright shrubs with a minimum of 50% being coniferous shall be located at the base of all retaining walls. All shrubs shall be a minimum height of 2 feet and be planted with a minimum on centre spacing of 3 feet. Low maintenance ground covers or vines in

association with shrubs and retaining walls should be used.

3.9.6.2 All retaining walls greater than 4 ft. in height are to be designed and certified by a professional engineer.

3.9.6.3 All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination should be provided and certified by a professional engineer.

3.9.7 Private Walkways

Walkways shall be located as shown on Schedules B and C and composed of poured in place concrete. Existing walkways shall be repaired or replaced as needed.

3.9.7.1 All pedestrian walkways shall be constructed in accordance with the applicable HRM sidewalk specifications.

3.9.7.2 Notwithstanding sub-section 3.9.7.1 walkways shall be 1.5 metres wide and consist of raised 100mm thick concrete on a granular surface.

3.9.7.3 Walkways shall be designed to barrier free standards where possible.

3.9.8 Passenger Waiting Area

A pick-up and drop-off waiting area shall be developed immediately south of the main entrance complete with two benches as per Schedule C.

3.9.9 Screen Utilities

Shrub material shall be used to screen any electrical transformers or other utility boxes.

3.9.10 Compliance with Landscaping Plan

Prior to issuance of the Occupancy Permit for the new building, the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.

3.9.11 Notwithstanding subsection 3.9.10, the Occupancy Permit for the new building may be issued provided the Developer supplies a security deposit in the amount of 120 per cent of the estimated cost to complete the landscaping. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the developer not complete the landscaping within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete the landscaping as set out in this Section of the Agreement. The developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the developer upon completion of the work and its certification.

3.10 MAINTENANCE

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.

3.10.1 Reinstatement

All disturbed areas shall be reinstated to original condition or better.

3.11 CONSTRUCTION/SALES TRAILER

A trailer shall be permitted on either PID 41086018 or PID 40811085 for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The construction trailer shall be removed from the Lands prior to the issuance of the Occupancy Permit.

3.11.1 Further to clause 3.11, the construction/sales trailer shall be located on the Lands to the rear of the existing 207 multi-unit building.

3.12 OUTDOOR STORAGE AND DISPLAY

No outdoor storage shall be permitted on the Lands.

3.12.1 Propane tanks and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing/masonry walls with suitable landscaping.

4.0 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work.

4.2 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the new development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.3 Underground Services

All secondary electrical, telephone and cable service shall be underground installation.

4.4 Municipal Water Distribution and Sanitary Sewers

The water distribution system shall conform with the design and construction requirements of the Halifax Regional Water Commission.

4.4.1 The sanitary sewer system shall conform with the design and construction standards of the Municipal Service Systems Manual, unless otherwise acceptable to the Development Engineer.

4.5 Solid Waste Facilities

The new building shall include designated space for three stream (refuse, recycling and composting) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.

4.5.1 All refuse and recycling materials shall be contained within the new building.

4.6 Recreation Corridor Easement

The Developer agrees to provide an easement in favour of the Municipality for up to a 10 metre wide easement over PID 40175887, for the purpose of locating a portion of a proposed recreation corridor as identified in the Regional Municipal Planning Strategy and Active Transportation Plan.

4.6.1 The exact location of the proposed recreation corridor is to be determined, and the right to locate the easement on PID 40175887, shall be at the sole discretion of the Municipality.

4.6.2 Wherever possible, the easement shall be co-located with any pre-existing easement.

4.6.3 The Municipality shall provide one point of access to PID 40175887.

5.0 ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans

Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall engage a qualified professional to prepare a Stormwater Management Plan based on the provisions of Schedule "B" and "C" which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development unless otherwise acceptable to the Development Engineer.

5.1.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall install snow fence or other appropriate continuous physical barrier or delineation and signage in the field delineating the area of disturbance. The snow fence or other appropriate continuous physical barrier or delineation and signage shall be maintained by the Developer for the duration of the construction and the snow fence or other appropriate continuous physical barrier or delineation and signage in the field may only be removed only upon the issuance of the Occupancy Permit.

5.1.2 All storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 Erosion and Sedimentation Control

Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan shall be based upon Schedules "B" and "C". The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment and Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

5.3 Failure to conform to Plans

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

6.0 AMENDMENTS

6.1 Substantive Amendments

Amendments to any matters not identified under Section 6.2 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

6.2 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) Changes to the exterior architectural appearance of the buildings including colour, materials and window to wall ratio and provided that plans are submitted for any changes to the building design and that such changes, in the opinion of the staff, are minor in nature;
- (b) A reduction in the floor area of the building; and
- (c) Extensions of time requested for the signing and execution of the Agreement, and the commencement and/or completion of the new building construction.

7.0 ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

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.

7.2 Failure to Comply

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;
- (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;
- (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.

8.0 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 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 Developer shall incur all cost in recording such documents.

8.2 Subsequent Owners

8.2.1 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.

8.2.2 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.

8.3 Commencement of Development

In the event that construction on the lands has not commenced within 5 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.

8.3.1 If the Developer fails to complete the development, or after 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.

8.4 Completion of development

Upon the completion 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 on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Dartmouth, as may be amended from time to time.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 29th day of DECEMBER, A.D., 2009.

SIGNED, SEALED AND DELIVERED
in the presence of

[Redacted Signature]

W.M. APARTMENTS LIMITED

Per:

[Redacted Signature]

Per:

[Redacted Signature]

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

June Cook

Sara Gell

Per:

ACTING MUNICIPAL CLERK

MAYOR

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

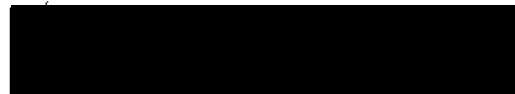
ON THIS 9th day of DEC, A.D., 2009, before me, the subscriber personally came and appeared T. O. BOYNE a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **W.M. APARTMENTS LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his presence.



A Commissioner of the Supreme Court of
Nova Scotia
DENISE ZARESKI
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 21st day of December, A.D., 2009, before me, the subscriber personally came and appeared before me Jane Cook & Sena Ghose 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 Peter Kelly, its Mayor, and Cathy Mellet, its Acting Municipal Clerk, its duly authorized officers in his presence.



A Commissioner of the Supreme Court of
Nova Scotia

SHERRYLL MURPHY
A Commissioner of the
Supreme Court of Nova Scotia

ALL THAT CERTAIN Lot, piece or parcel of land, situate, lying and being at Windmill Road, in the City of Dartmouth, Province of Nova Scotia; shown as Lot H-1, being a portion of lands owned by Harbour Shore Management Limited on a plan prepared by Frank Longstaff Surveying Limited and signed by Frank Longstaff, Nova Scotia Land Surveyor, which said plan is dated the 3rd. day of January, A.D., 1984, and revised to date the 24th. day of February, 1984; and which said Lot H-1 may be more particularly described as follows:

BEING at the juncture of the southwestern boundary of Windmill Road and the southeastern boundary of Lot 3 of a subdivision of the lands of Fred Lahey, now owned by Joseph Henry Strickland and Martha Strickland, as shown on said plan.

THENCE to run south twenty-nine degrees, eighteen minutes, twenty-four seconds east ($S29^{\circ}18'-24''E$) along said southwestern boundary of Windmill Road, a distance of fifty point zero six feet ($50.06'$) unto the northeastern corner of Eight-Of-Way Parcel H-2A, said Parcel H-2A being a portion of Lot H-2 owned by said Harbour Shore Management Limited.

THENCE to run south sixth-three degrees, thirty-two minutes, thirty-six seconds west ($S63^{\circ}32'-36''W$), bounded on the southeast by said Parcel H-2A, a distance of one hundred and twenty-two point six two feet ($122.62'$) unto a point.

THENCE to run south zero one degrees, zero eight minutes, twenty-five seconds west ($S01^{\circ}08'-25''W$), bounded on the east by said Parcel H-2A, a distance of ninety-nine point three nine feet ($99.39'$) unto a point.

THENCE to run south fifty-one degrees, fifty-nine minutes, thirty-six seconds west ($S51^{\circ}59'-36''W$), bounded on the southeast by said Parcel H-2A, a distance of two hundred and fifteen point zero feet ($215.0'$) unto a point.

THENCE to run south thirty-nine degrees, zero seven minutes, fifty-eight seconds west ($S39^{\circ}07'-58''W$), bounded on the southeast by said Parcel H-2A, a distance of one hundred point eight six feet ($100.86'$) unto a point.

THENCE to run north fifty degrees, fifty-two minutes, zero two seconds west ($N50^{\circ}52'-02''W$), bounded on the southwest by said Parcel H-2A, a distance of three hundred and sixty-two point five eight feet ($362.58'$) unto the southeastern boundary of Lot EY-1, now owned by Allan Silverman, David Silverman, Julius Silverman and Sarah Silverman.

Description of Lot E1-1 continued.....

THENCE to run north thirty-nine degrees, zero seven minutes, fifty-eight seconds east ($N39^{\circ}-07'-58''E$) along said southeastern boundary of Lot E1-1, a distance of four hundred and eighty-nine point nine three feet (489.93') unto the northeastern corner of Lot A1, now owned by Goodwear Traders Limited, as shown on said plan.

THENCE to run south nineteen degrees, thirty-seven minutes, twenty-seven seconds west ($S19^{\circ}-37'-27''W$) along the western boundary of said Lot A1, a distance of seventy point three six feet (70.36') unto a point.

THENCE to run south twenty-nine degrees, eighteen minutes, twenty-four seconds east ($S29^{\circ}-18'-24''E$) along the southwestern boundary of said Lot A1, a distance of sixty point one one feet (60.11') unto the southwestern corner of said Lot A1.

THENCE to run north sixty-three degrees, thirty-two minutes, thirty-six seconds east ($N63^{\circ}-32'-36''E$) along the southeastern boundary of said Lot A1, and in continuation thereof, along the southeastern boundary of Lot 6 owned by said Goodwear Traders Limited, a distance of one hundred and sixty-eight point eight one feet (168.81') unto the northwest boundary of Windmill Road aforesaid.

THENCE to run south twenty-nine degrees, eighteen minutes, twenty-four seconds west ($S29^{\circ}-18'-24''W$) along said southwestern boundary of Windmill Road, a distance of fifty point zero six feet (50.06') unto the northeastern corner of Lot 4 of the Fred Lehey Subdivision aforesaid, now owned by Robert Stanley Cochran and Thelma J. Cochran, as shown on said plan.

THENCE to run south sixty-three degrees, thirty-two minutes, thirty-six seconds west ($S63^{\circ}-32'-36''W$) along the northwestern boundary of said Lot 4, a distance of one hundred and eighteen point eight one feet (118.81') unto the northeastern corner of said Lot 4.

THENCE to run south twenty-nine degrees, eighteen minutes, twenty-four seconds east ($S29^{\circ}-18'-24''E$) along the southwestern boundary of said Lot 4, and in continuation thereof, along the southwestern boundary of Lot 3 aforesaid, a distance of one hundred point one two feet (100.12') unto the southwestern corner of said Lot 3.

THENCE to run north sixty-three degrees, thirty-two minutes, thirty-six seconds east ($N63^{\circ}-32'-36''E$) along the southeastern boundary of said Lot 3, a distance of one hundred and eighteen point eight one feet (118.81') or unto the place of beginning.

Continued....

Description of Lot HK-1 continued....

CONTAINING one hundred and seventy-six, thousand eight hundred and forty-eight (176,848) square feet more or less or four point zero-five six (4.056) acres more or less.

TOGETHER WITH a Right-of-Way Parcel HK-2A out of Lot HK-2, which said Right-of-Way Parcel HK-2A may be more particularly described as follows:

BEGINNING at the point of beginning of the description of Lot HK-1 aforesaid, the point being at the juncture of the southwestern boundary of Mindell Road and the southeastern boundary of Lot 3 of the Fred Lakey Subdivision now owned by Joseph Henry Kirkland and Martha Kirkland, as shown on said plan.

THENCE to run south twenty-nine degrees, eighteen minutes, twenty-four seconds east ($29^{\circ}-18'-24''$) along said southwestern boundary of Mindell Road, a distance of fifty point zero six feet (50.06') or unto the place of beginning of Parcel HK-2A under description.

THENCE to run south sixty-three degrees, thirty-two minutes, thirty-six seconds east ($63^{\circ}-32'-36''$), bounded on the northwest by said Lot HK-1, a distance of one hundred and twenty-two point six two feet (122.62') unto a point.

THENCE to run south zero one degree, zero eight minutes, twenty-five seconds west ($01^{\circ}-08'-25''$), bounded on the west by said Parcel HK-3, a distance of ninety-nine point three nine feet (99.39') unto a point.

THENCE to run south fifty-one degrees, fifty-nine minutes, thirty-six seconds east ($51^{\circ}-59'-36''$), bounded on the southwest by said Lot HK-1, a distance of two hundred and fifteen point zero feet (215.0') unto a point.

THENCE to run south thirty-nine degrees, zero seven minutes, fifty-eight seconds east ($39^{\circ}-07'-58''$), bounded on the southwest by said Lot HK-1, a distance of one hundred point eight six feet (100.86') unto the southeastern corner of said Lot HK-1.

THENCE to run north fifty degrees, fifty-two minutes, zero two seconds west ($50^{\circ}-52'-02''$) along the southwestern boundary of said Lot HK-1, a distance of three hundred and sixty-two point five eight feet (362.58') unto the southwestern corner of said Lot HK-1.

THENCE to run south thirty-nine degrees, zero seven minutes, fifty-eight seconds west ($39^{\circ}-07'-58''$) along the northwestern boundary of Lot HK-2, a distance of eighteen point zero feet (18.0') unto a point.

Continued....

Description of Lot H-1 continued....

THENCE to run south fifty degrees, fifty-two minutes, zero two seconds east ($50^{\circ}-52'-02''$ E), bounded on the southwest by the remaining portion of Lot H-2, a distance of three hundred and ninety-two point zero one feet ($392.01'$) unto the northeastern boundary of land owned by Her Majesty The Queen in The Right of Canada (formerly owned by the French Cable Company).

THENCE to run north thirty-four degrees, ten minutes, nineteen seconds east ($34^{\circ}-10'-19''$ E) along said northeastern boundary of land owned by Her Majesty The Queen in The Right of Canada, a distance of one hundred and fourteen point eight four feet ($114.84'$) unto a point.

THENCE to run north fifty-one degrees, fifty-nine minutes, thirty-six seconds west ($51^{\circ}-59'-36''$ W), continuing along said northeastern boundary of land owned by Her Majesty The Queen in The Right of Canada, a distance of three hundred and eighty-six point eight zero feet ($386.80'$) unto the northeastern corner of said land owned by Her Majesty The Queen in The Right of Canada, said point being on the southwestern boundary of Windmill Road.

THENCE to run north twenty-nine degrees, eighteen minutes, twenty-four seconds west ($29^{\circ}-18'-24''$ W) along said southwestern boundary of Windmill Road, a distance of seventy-three point three six feet ($73.36'$) or unto the place of beginning.

CONTAINING twenty-seven thousand seven hundred and twenty-nine ($27,129$) square feet more or less.

TOGETHER WITH Services Easement H-23 out of the aforesaid Lot H-2, which said Services Easement H-23 may be more particularly described as follows:

BEGINNING at the most northerly corner of Lot H-2, as shown on said plan.

THENCE to run south fifty degrees, fifty-two minutes, zero two seconds east ($50^{\circ}-52'-02''$ E) along the northeastern boundary of said Lot H-2, a distance of thirty-eight point nine one feet ($38.91'$) unto the place of beginning of Services Easement H-23 under description.

THENCE to run south fifty degrees, fifty-two minutes, zero two seconds east ($50^{\circ}-52'-02''$ E) along the northeastern boundary of said Lot H-2, a distance of ten point five one feet ($10.51'$) unto a point.

THENCE to run south fifty-seven degrees, zero zero minutes, fifteen seconds west ($57^{\circ}-00'-15''$ W), bounded on the southeast by said Lot H-2, a distance of eighty-eight point one nine feet ($88.19'$) unto a point.

Continued....

Description of Lot H-1 continued....

THENCE to run north forty-six degrees, fourteen minutes, zero zero seconds west ($N46^{\circ}-14'-00''W$), bounded on the southwest by Service Easement H-2C, a distance of ten point two eight feet ($10.28'$) unto a point.

THENCE to run north fifty-seven degrees, zero zero minutes, fifteen seconds east ($N57^{\circ}-00'-15''E$), bounded on the northwest by Lot H-2, a distance of eighty-seven point three two feet ($87.32'$) or unto the place of beginning of Service Easement H-2B aforesaid.

CONTAINING eight hundred and seventy-eight (878) square feet more or less.

TOGETHER ALSO WITH Service Easement H-2C out of the aforesaid Lot H-2, which said Service Easement H-2C may be more particularly described as follows:

BEGINNING at the most westerly corner of Lot H-2, as shown on said plan.

THENCE to run north thirty-nine degrees, zero seven minutes, fifty-eight seconds east ($N39^{\circ}-07'-58''E$) along the northwestern boundary of said Lot H-2, a distance of forty-five point zero feet ($45.0'$) unto a point.

THENCE to run north forty-six degrees, fourteen minutes, zero zero seconds east ($N46^{\circ}-14'-00''E$), bounded on the northeast by said Lot H-2, a distance of twenty-two point four three feet ($22.43'$) unto a point.

THENCE to run south thirty-nine degrees, zero seven minutes, fifty-eight seconds west ($S39^{\circ}-07'-58''W$), bounded on the southeast by said Lot H-2, a distance of forty-five point zero feet ($45.0'$) unto the southeastern boundary of the Canadian National Railway Right-of-Way as shown on said plan.

THENCE to run north forty-six degrees, fourteen minutes, zero zero seconds west ($N46^{\circ}-14'-00''W$) along said northeastern boundary of the Canadian National Railway Right-of-Way, a distance of twenty-two point four three feet ($22.43'$) or unto the place of beginning of Service Easement H-2C aforesaid.

CONTAINING one thousand and six (1,006) square feet more or less.

TOGETHER ALSO WITH a Twenty Feet (20') Wide Right-of-Way out of land owned by Her Majesty The Queen In The Right of Canada (formerly owned by the French Cable Company), which said Twenty Feet (20') Wide Right-of-Way may be more particularly described as follows:

BEGINNING at the juncture of the southeastern boundary of Windmill Road and the southeastern boundary of Lot H-2, as shown on said plan.

Description of Lot RE-1 continued...

THENCE to run south fifty-one degrees, fifty-nine minutes, thirty-six seconds west ($351^{\circ}59'36''W$) along said southeastern boundary of Lot RE-2, a distance of three hundred and six point eight five feet ($306.85'$) unto a point.

THENCE to run south sixty-two degrees, fifteen minutes, thirty-six seconds east ($322^{\circ}15'36''E$), bounded on the southwest by the remaining portion of the aforesaid land owned by Her Majesty The Queen In The Right of Canada (formerly owned by the French Cable Company), a distance of twenty-one point nine four feet ($21.94'$) unto a point.

THENCE to run north fifty-one degrees, fifty-nine minutes, thirty-six seconds east ($311^{\circ}59'36''E$), bounded on the southeast by said remaining land owned by Her Majesty The Queen In The Right of Canada (formerly owned by the French Cable Company), a distance of two hundred and ninety-five point zero feet ($295.0'$) unto the southwestern boundary of Windmill Road aforesaid.

THENCE to run north twenty-nine degrees, fifty-five minutes, thirty-seven seconds west ($329^{\circ}55'37''W$) along said southwestern boundary of Windmill Road, a distance of twenty point two zero feet ($20.20'$) or unto the place of beginning.

COMPREHENSIVE six thousand and eighteen (6,018) square feet more or less.

BEARINGS are referred to the Nova Scotia 3^d Transverse Mercator Grid, Zone 5, Central Meridian $64^{\circ}30'W$.

PID# 41086018

47

SCHEDULE "A"

All that certain lot, piece or parcel of land situate, lying and being on the southwestern side of Windmill Road in Dartmouth, Halifax County, Nova Scotia, said lot being shown as Lot HH-2X on a plan entitled "Plan of Survey Showing Parcel 'X', a Portion of Parcel 'A', Land of H.M. In Right Of Canada and Parcel 'HH-2D' Land of Harbourshore Holdings Ltd. as an Addition to Lot 'HH-2', Land of Harbourshore Holdings Ltd. to Form Lot 'HH-2X' prepared by Frank Longstaff Surveying Limited and signed by Frank Longstaff, N.S.L.S., dated June 26, 1990, said lot being more particularly described as follows:

Beginning on the southwestern boundary of Windmill Road at the most northern corner of Parcel "A", remaining land of H.M. in right of Canada:

Thence S60°-01'-11"W along the northwestern boundary of said Parcel "A", forty-nine and forty-nine hundredths feet (49.49') to an angle in said boundary;

Thence S51°-59'-36"W along the northwestern boundary of said Parcel "A", two hundred forty-five feet (245.00') to a northern corner thereof;

Thence N62°-15'-36"W along a northeastern boundary of said Parcel "A", twenty-one and ninety-four hundredths feet (21.94') to a northern corner thereof;

Thence S51°-59'-36"W along the northwestern boundary of said Parcel "A", seventy-nine and ninety-five hundredths feet (79.95') to an angle in said boundary;

Thence S34°-10'-19"W along the northwestern boundary of said Parcel "A", two hundred forty-six and forty-two hundredths feet (246.42') to a point on the curved northeastern boundary of Canadian Government Railways, said curve having a radius of three thousand eight hundred fifty-one and eighty-two hundredths feet (3851.82');

Thence northwesterly along said curved boundary and curving to the left, forty-three and six hundredths feet (43.06') to the end of said curve;

Thence S41°-49'-00"W along a northwestern boundary of Canadian Government Railway, twenty and fifty hundredths feet (20.50') to a northern corner thereof, said corner being the beginning of a curve to the left having a radius of three thousand eight hundred thirty-one and thirty-two hundredths feet (3831.32');

Thence northwesterly along said curve and being along the northeastern boundary of Canadian Government Railway, six and fifty-two hundredths feet (6.52') to the end of said curve;

Thence N48°-11'-00"W along the northeastern boundary of Canadian Government Railway, two hundred forty-eight and fifty hundredths feet (248.50') to an eastern corner thereof;

Thence N39°-07'-58"E along a southeastern boundary of Canadian Government Railway, twenty and fifty hundredths feet (20.50') to an eastern corner thereof;

Thence N45°-14'-00"W along the northeastern boundary of Canadian Government Railway, one hundred five feet (105.00') to an eastern corner thereof;

Thence N39°-07'-58"E along a southeastern boundary of Canadian Government Railway and continuing along the southeastern boundary of Lot BJ-1, one hundred twenty-seven and twelve hundredths feet (127.12') to the western corner of Lot HH-1;

Thence S50°-52'-02"E along the southwestern boundary of Lot HH-1, three hundred sixty-two and fifty-eight hundredths feet (362.58') to the southern corner thereof;

Thence N39°-07'-58"E along the southeastern boundary of Lot HH-1, one hundred and eighty-six hundredths feet (100.86') to an angle in said boundary;

Thence N51°-59'-36"E along the southeastern boundary of Lot HH-1, two hundred fifteen feet (215.00') to an angle in said boundary;

Thence N01°-08'-25"E along the southeastern boundary of Lot HH-1, ninety-nine and thirty-nine hundredths feet (99.39') to an angle in said boundary;

Thence N83°-32'-36"E along the southeastern boundary of Lot HH-1, one hundred twenty-two and sixty-two hundredths feet (122.62') to the southwestern boundary of Windmill Road;

Thence S29°-18'-24"E along the southwestern boundary of Windmill Road, seventy-three and thirty-six hundredths feet (73.36') to an angle in said boundary;

Thence S29°-55'-37"E along the southwestern boundary of Windmill Road, twenty-seven and twenty hundredths feet (27.20') to the point of beginning, containing an area of 86,883 square feet.

SUBJECT TO a service easement in favour of the City of Dartmouth over the portion of the herein before described Lot HH-2X being shown as Easement HH-2C on the aforementioned plan, said easement being more particularly described as follows:

Beginning at the most westerly corner of Lot HH-2X, as shown on said plan;

Thence N39°-07'-58"E along a southeastern boundary of Canadian Government Railway and continuing along the southeastern boundary of Lot BJ-1, forty-five feet (45.00') to a point;

Thence S46°-14'-00"E, a distance of twenty-two and forty-three hundredths feet (22.43') to a point;

Thence S39°-07'-58"W, forty-five feet (45.00') to the northeastern boundary of Canadian Government Railway;

Thence N45°-14'-00"W along said boundary, twenty-two and forty-three hundredths feet (22.43') to the point of beginning.

ALSO ALL the interest of the Grantor in the water lot shown lying in Halifax Harbour to the westward of said Lot HH-2X on the aforementioned plan, said water lot being approximately 180' deep by 225' wide and being more particularly described in a deed registered at Book 3855 page 834 in the Registry Office for Halifax County.

ALL BEARINGS in the foregoing description being based on the Nova Scotia Co-ordinate System, Zone 5, central meridian Longitude 64°-30' West.

PID# 40175887

47

SCHEDULE "A"

All that certain lot, piece or parcel of land situate, lying and being on the southwestern side of Windmill Road in Dartmouth, Halifax County, Nova Scotia, said lot being shown as Lot HH-2X on a plan entitled "Plan of Survey Showing Parcel 'X', a Portion of Parcel 'A', Land of H.M. In Right Of Canada and Parcel 'HH-2D' Land of Harbourshore Holdings Ltd. as an Addition to Lot 'HH-2', Land of Harbourshore Holdings Ltd. to Form Lot 'HH-2X' prepared by Frank Longstaff, Surveying Limited and signed by Frank Longstaff, N.S.L.S., dated June 26, 1990, said lot being more particularly described as follows:

Beginning on the southwestern boundary of Windmill Road at the most northern corner of Parcel 'A', remaining land of H.M. in right of Canada:

Thence $360^{\circ}-01'-11''$ W along the northwestern boundary of said Parcel 'A', forty-nine and forty-nine hundredths feet (49.49') to an angle in said boundary;

Thence $851^{\circ}-59'-36''$ W along the northwestern boundary of said Parcel 'A', two hundred forty-five feet (245.00') to a northern corner thereof;

Thence $N62^{\circ}-15'-36''$ W along a northeastern boundary of said Parcel 'A', twenty-one and ninety-four hundredths feet (21.94') to a northern corner thereof;

Thence $851^{\circ}-59'-36''$ W along the northwestern boundary of said Parcel 'A', seventy-nine and ninety-five hundredths feet (79.95') to an angle in said boundary;

Thence $S34^{\circ}-10'-19''$ W along the northwestern boundary of said Parcel 'A', two hundred forty-six and forty-two hundredths feet (246.42') to a point on the curved northeastern boundary of Canadian Government Railways, said curve having a radius of three thousand eight hundred fifty-one and eighty-two hundredths feet (3851.82');

Thence northwesterly along said curved boundary and curving to the left, forty-three and six hundredths feet (43.06') to the end of said curve;

Thence $S41^{\circ}-49'-00''$ W along a northwestern boundary of Canadian Government Railway, twenty and fifty hundredths feet (20.50') to a northern corner thereof, said corner being the beginning of a curve to the left having a radius of three thousand eight hundred thirty-one and thirty-two hundredths feet (3831.32');

Thence northwesterly along said curve and being along the northeastern boundary of Canadian Government Railway, six and fifty-two hundredths feet (6.52') to the end of said curve;

Thence $N48^{\circ}-11'-00''$ W along the northeastern boundary of Canadian Government Railway, two hundred forty-eight and fifty hundredths feet (248.50') to an eastern corner thereof;

Thence N39°-07'-58"E along a southeastern boundary of Canadian Government Railway, twenty and fifty hundredths feet (20.50') to an eastern corner thereof;

Thence N46°-14'-00"W along the northeastern boundary of Canadian Government Railway, one hundred five feet (105.00') to an eastern corner thereof;

Thence N39°-07'-58"E along a southeastern boundary of Canadian Government Railway and continuing along the southeastern boundary of Lot BJ-1, one hundred twenty-seven and twelve hundredths feet (127.12') to the western corner of Lot HH-1;

Thence S50°-52'-02"E along the southwestern boundary of Lot HH-1, three hundred sixty-two and fifty-eight hundredths feet (362.58') to the southern corner thereof;

Thence N39°-07'-58"E along the southeastern boundary of Lot HH-1, one hundred and eighty-six hundredths feet (100.86') to an angle in said boundary;

Thence N51°-59'-36"E along the southeastern boundary of Lot HH-1, two hundred fifteen feet (215.00') to an angle in said boundary;

Thence N01°-08'-25"E along the southeastern boundary of Lot HH-1, ninety-nine and thirty-nine hundredths feet (99.39') to an angle in said boundary;

Thence N83°-32'-36"E along the southeastern boundary of Lot HH-1, one hundred twenty-two and sixty-two hundredths feet (122.62') to the southwestern boundary of Windmill Road;

Thence S29°-18'-24"E along the southwestern boundary of Windmill Road, seventy-three and thirty-six hundredths feet (73.36') to an angle in said boundary;

Thence S29°-55'-37"E along the southwestern boundary of Windmill Road, twenty-seven and twenty hundredths feet (27.20') to the point of beginning, containing an area of 86,883 square feet.

SUBJECT TO a service easement in favour of the City of Dartmouth over the portion of the herein before described Lot HH-2X being shown as Easement HH-2C on the aforementioned plan, said easement being more particularly described as follows:

Beginning at the most westerly corner of Lot HH-2X, as shown on said plan;

Thence N39°-07'-58"E along a southeastern boundary of Canadian Government Railway and continuing along the southeastern boundary of Lot BJ-1, forty-five feet (45.00') to a point;

Thence S46°-14'-00"E, a distance of twenty-two and forty-three hundredths feet (22.43') to a point;

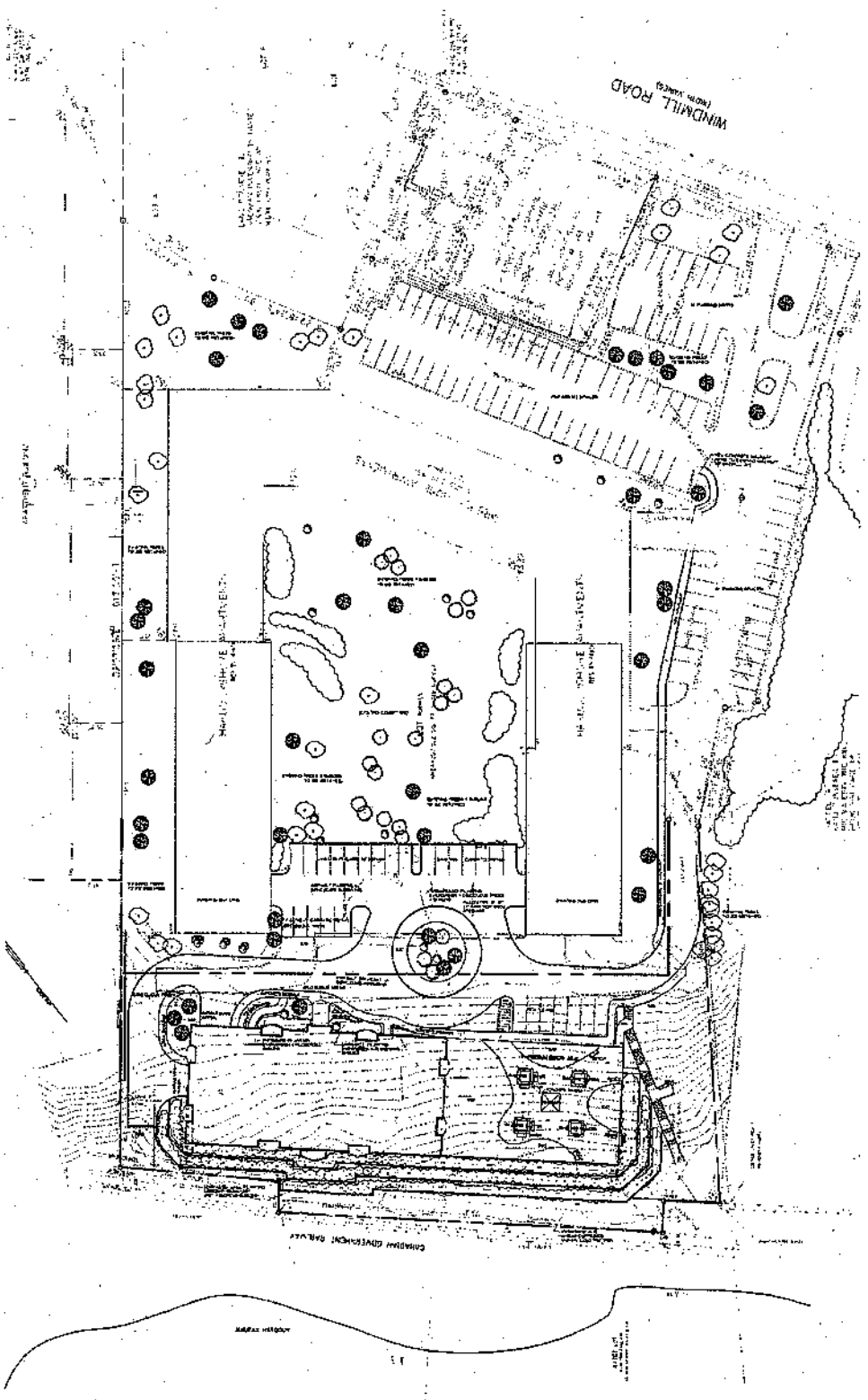
Thence S39°-07'-58"W, forty-five feet (45.00') to the northeastern boundary of Canadian Government Railway;

Thence N46°-14'-00"W along said boundary, twenty-two and forty-three hundredths feet (22.43') to the point of beginning.

-3-

ALSO ALL the interest of the Grantor in the water lot shown lying in Halifax Harbour to the westward of said Lot NH-2X on the aforementioned plan, said water lot being approximately 180' deep by 225' wide and being more particularly described in a deed registered at Book 3055 page 834 in the Registry Office for Halifax County.

ALL BEARINGS in the foregoing description being based on the Nova Scotia Co-ordinate System, Zone 5, central meridian Longitude 64° 30' West.



Schedule B Site Plan

HRM does not guarantee the accuracy of any base information on this Schedule.

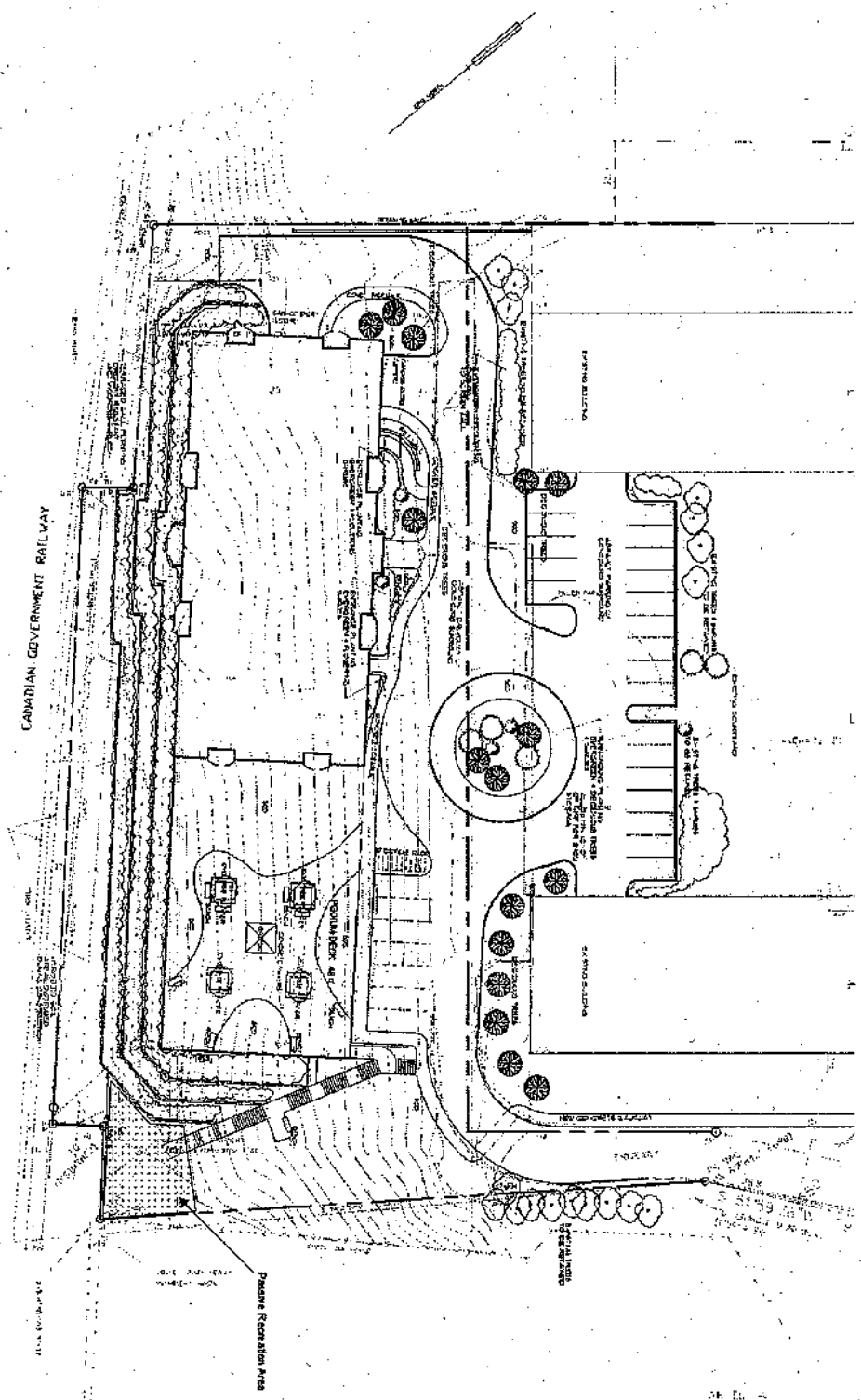
November 18, 2008

Case 00956

Two copies of this case map are to be submitted to the City of Kelowna, BC, for review and approval.

HALIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
NANAIMO, BC V9S 2E1

DATE: 11/19/08
DRAWN BY: J. H. HALL
CHECKED BY: J. H. HALL
SCALE: 1" = 100'



DATE: 11/19/08
DRAWN BY: J. H. HALL
CHECKED BY: J. H. HALL
SCALE: 1" = 100'

Schedule C Preliminary Landscaping Plan

HRM does not guarantee the accuracy of any base information on this Schedule.

Nov. 19, 2008

Case 00936

Two-Storey Residential Impasse, 6085 St. Lawrence St. (N-14)

HAILEY
LANDSCAPE ARCHITECTURE
COMMUNITY DEVELOPMENT
PLANNING SERVICES

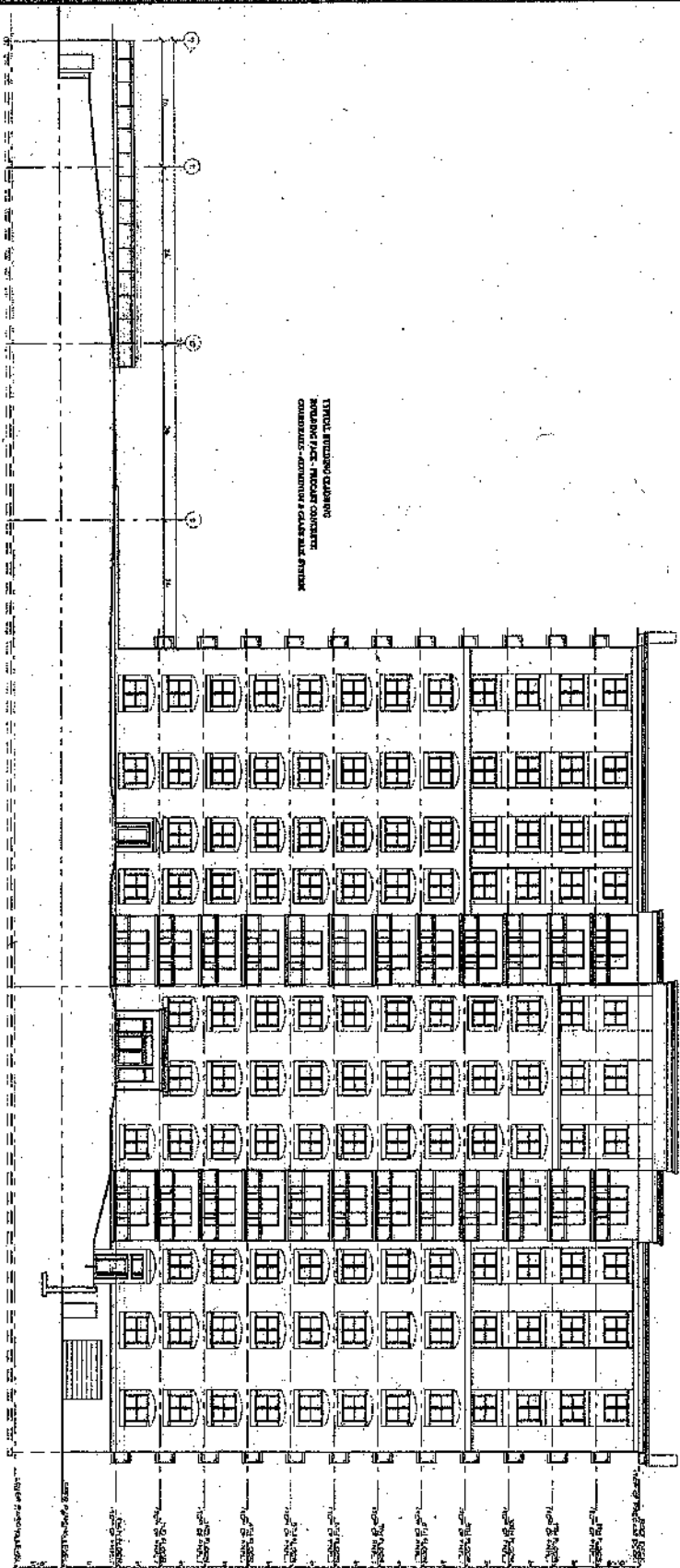
Schedule D East Elevation (Front)

HRM does not guarantee the accuracy of any base information on this Schedule.

Nov. 19, 2008

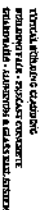
Case 00996

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HALIFAX

NATIONAL NUTRITIONAL
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PLANNING SERVICES

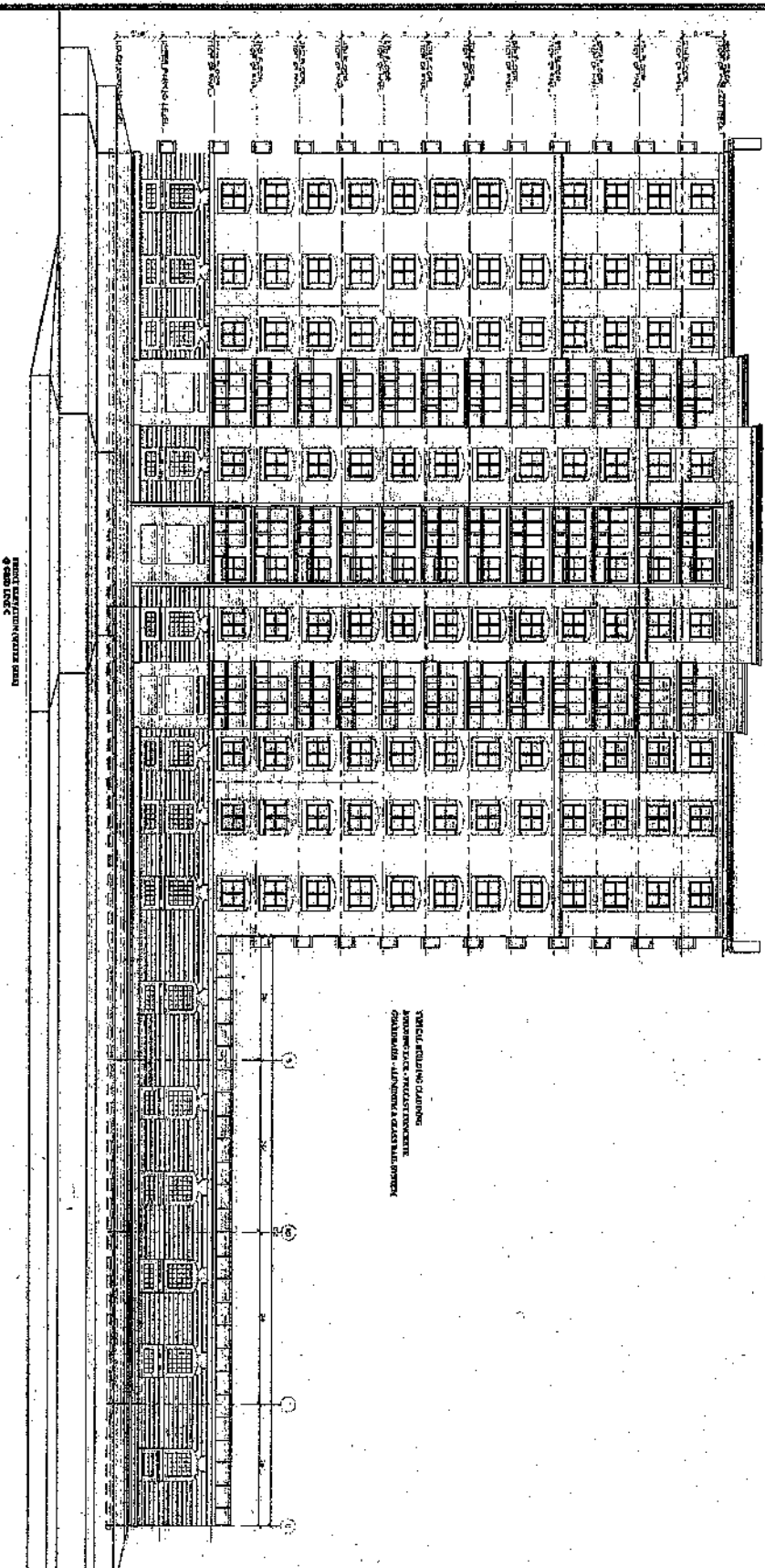


HRM does not guarantee the accuracy of any base information on this Schedule:

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HALIFAX

REGIONAL MUNICIPALITY
COORDINATE DEVELOPMENT
PLANNING SERVICES



WIND EXPOSURE DATA
 4-100-100-5

WIND EXPOSURE DATA
 4-100-100-5

Schedule E West Elevation (Harbour Side)

HRM does not guarantee the accuracy of any base information on this Schedule.

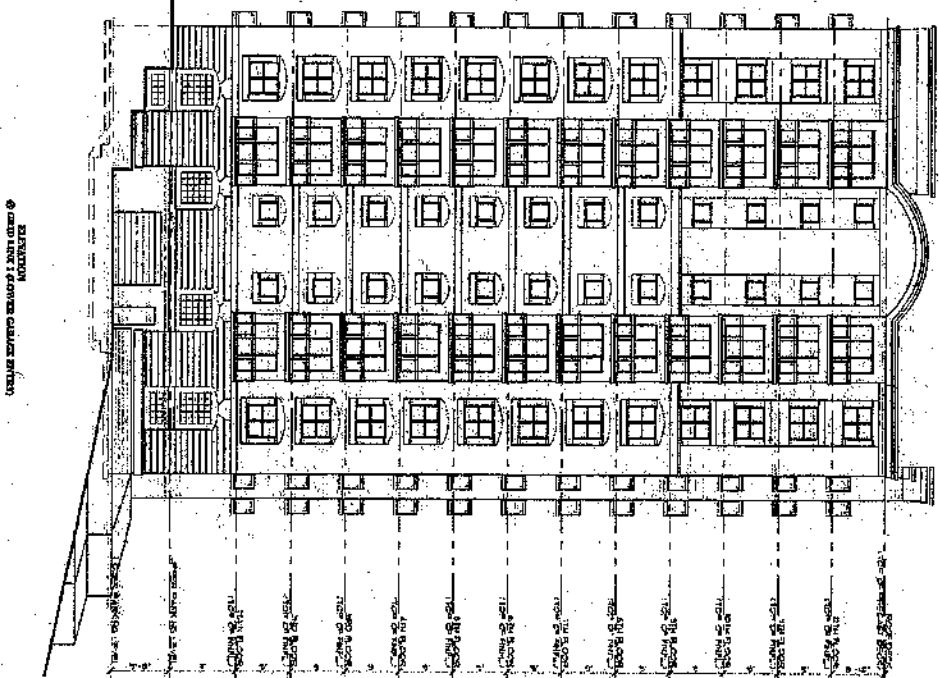
Nov. 19, 2008

Case 00895

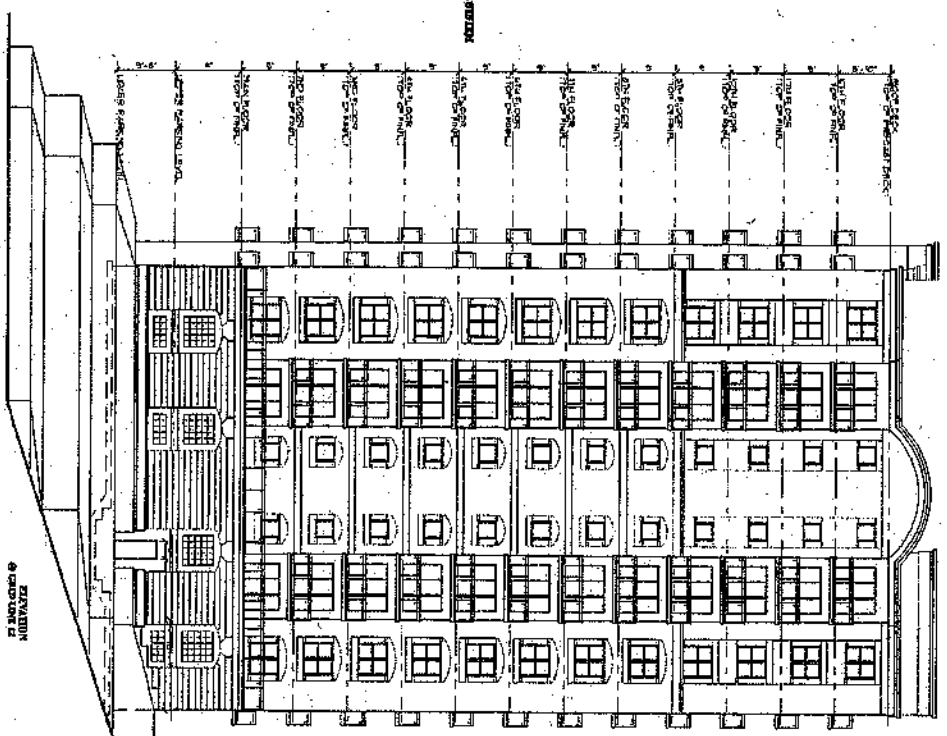
WORKSHEET/HOUSE, REPAIRS, 00895, Schedule E, PDE (HLS)

HAIFAX
 REGIONAL ARCHITECTURE
 1000-100-100-100

North Elevation



TRUCKS, BUSES, TRAILERS, AND
TRAILER BODIES - ALL TYPES AND
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South Elevation

Schedule F North and South Elevations

HRM does not guarantee the accuracy of any base information on this Schedule.

Nov. 19, 2008

Case: 00-9998

T: workplanning@hollycase.com | 800.965.5464 | www.hollycase.com

HAILEX

REGIONAL, MODERNITY
COMMUNITY DEVELOPMENT
PLANNING STRATEGIES

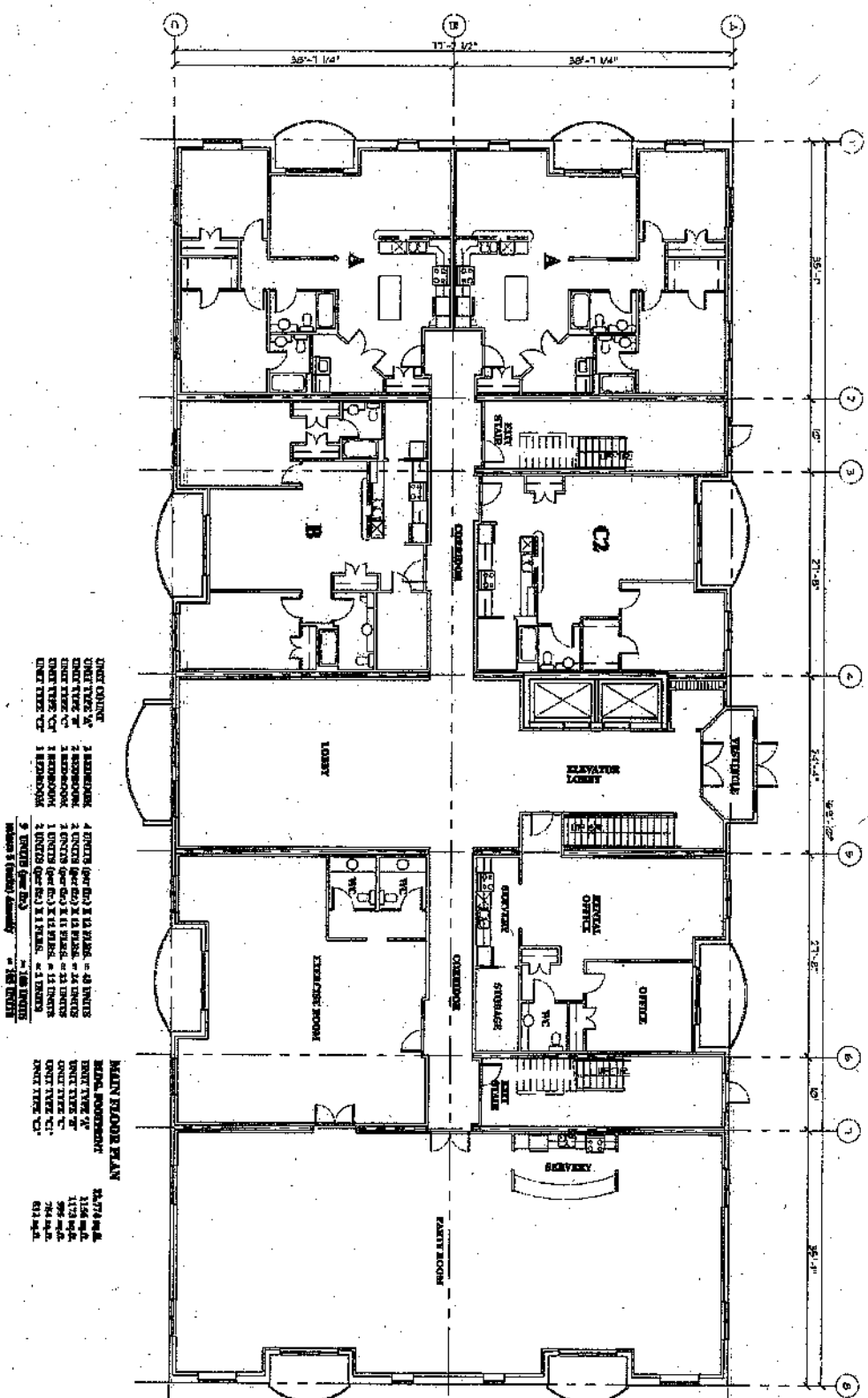
HAIRFAX

HRM does not guarantee the accuracy of any base information on this Schedule.

Nov. 19, 2008

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MAIN FLOOD PLAN

WILL ROBERTSON 323.7741 mg.

2156 mg/l

UNITED STATES OF AMERICA
DEPARTMENT OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D. C. 20535

UNIT TYPE "C" 754 0000

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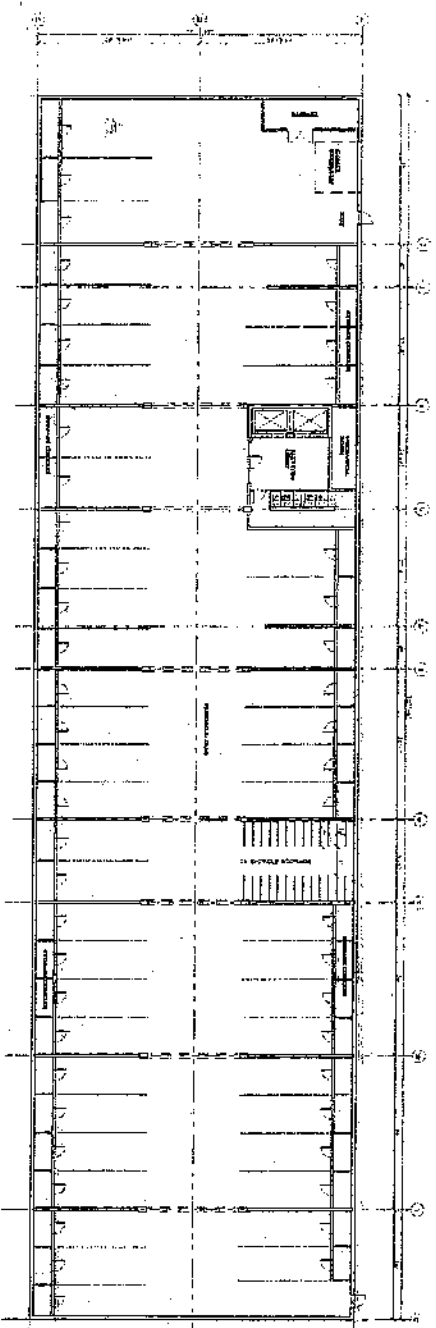
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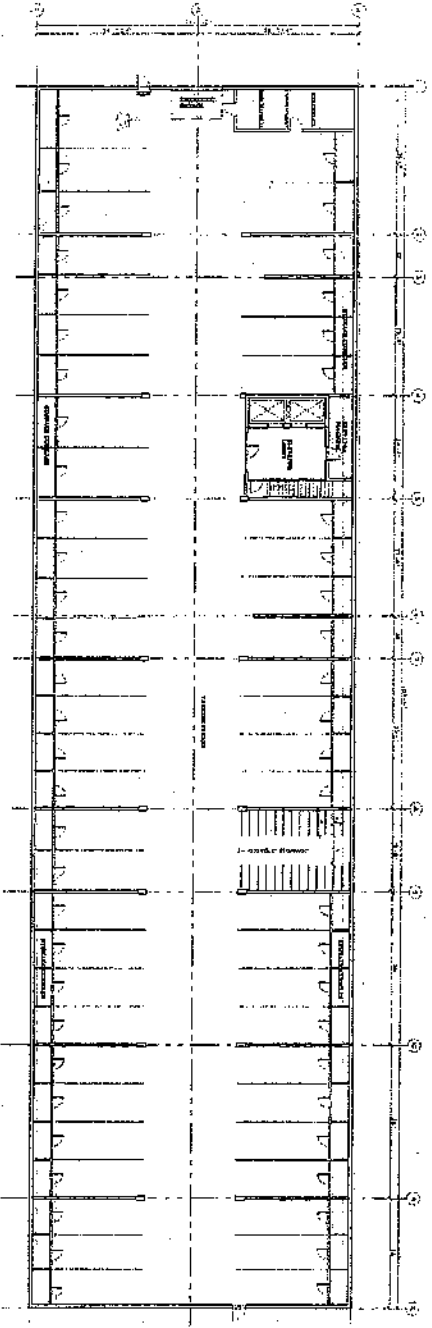
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51 Automobile
26 Bicycle

Upper Level Parking



55 Automobile
26 Bicycle

Lower Level Parking

Schedule H Internal Parking Plan

HRM does not guarantee the accuracy of any base information on this Schedule.

Nov. 18, 2008

Case 00596

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HATIFAX
REGIONAL MUNICIPALITY
COMMUNITY DEVELOPMENT
PLANNING SERVICES