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
Submitter's user number:	3350
Submitter's name:	Douglas R. Stevenson

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

110388486 (Document #) LR☑ ROD☐

FEB 28 2017 (MM DD YYYY) 12:26PM (Time)

In the matter of Parcel Identification Number (PID)

PID #00245860	

*(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

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:

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) ***Note:*** *include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable*	
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)* *Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)*	
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 Re Use of Land
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 (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)*	N/A

May 4, 2009

Reason for removal of interest *(for use only when interest is being removed by operation of law)* ***Instrument code: 443***	

The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
Interest holder and type to be removed *(if applicable)*	
Interest holder and type to be added *(if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)*	
Mailing address of interest holder to be added *(if applicable)*	
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 textual qualifications are to be changed as follows:

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

Reason for change to textual qualification *(for use only when no document is attached)* ***Instrument code: 838***	

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	

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to [redacted] instructed on this form.

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, on [redacted],

Signature

Name: Douglas R. Ste[redacted]

Address: 2571 Windsor Street, Halifax, NS

Phone: 902-492-1655

E-mail: dstevenson@qtrlaw.com

Fax: 902-492-1697

☐ 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 17th day of February, 2017,
BETWEEN:

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

OF THE FIRST PART

Approved as to Form
and Authority
[redacted]
Solicitor

- and -

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate, in the Province of Nova Scotia,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at the southeastern corner of the intersection of Pleasant Street and Southdale Street, identified as 181 Pleasant Street, 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 allow for a mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy IP-5 of the Dartmouth Municipal Planning Strategy;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on November 10, 2016 referenced as Municipal Case Number **19528**;

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

1.1 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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage

system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

1.6.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the lands in a manner, which, in the opinion of the Development Officer, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 19528:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Preliminary Landscape Plan
Schedule D	Lower Parking
Schedule E	Ground Floor Plan
Schedule F	Floor Plan – Level 2
Schedule G	Floor Plan – Level 3
Schedule H	Floor Plan – Levels 4 and 5
Schedule I	Floor Plan – Level 6
Schedule J	West Elevation
Schedule K	East Elevation
Schedule L	North Elevation
Schedule M	South Elevation

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide to the Development Officer:

(a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.5 of this Agreement; and

(b) A Site Servicing Plan and a Site Grading Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4.1 of this Agreement.

3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide the Development Officer with certification from a member in good standing of the Canadian Society of Landscape Architects indicating that the Developer has complied with the landscaping provisions of this Agreement, or the posting of security in accordance with Section 3.5.5.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any use 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 provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 Detailed Provisions for Land Use

The use(s) of the Lands permitted by this Agreement are an Apartment Building consisting of:

(a) a maximum of 53 residential units with the following unit breakdown:
   i) five 2-bedroom townhouse units with each unit to have an independent pedestrian access to Pleasant Street;
   ii) a maximum of thirty 1-bedroom units with the remainder to be 2-bedroom units or larger.

(b) two levels of underground parking, one being accessed from Southdale Street and the other being accessed from Pleasant Street.

3.4 Architectural Requirements

3.4.1 The building's footprint, height, massing, exterior design, and materials shall be as shown on the Schedules.

3.4.2 All guardrails associated with balconies and terraces shall be made of metal framing with insert glass.

3.4.3 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 (offsets in the vertical plane, etc.).

3.4.4 Any exposed foundation in excess of 0.61 m (2 feet) in height shall be architecturally detailed, veneered with stone or brick, or treated in an equivalent manner acceptable to the Development Officer.

3.4.5 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade and subject to the requirements of any other applicable by-law, statute or regulation.

3.5 Amenity Space and Landscaping

3.5.1 The building shall include, in addition to individual balconies or terraces for all units except the townhouses, common indoor and outdoor amenity space for the residents of the building as

shown on Schedule F.

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

3.5.3 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.

3.5.4 Prior to the issuance of the first Occupancy Permit, 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 Agreement.

3.5.5 Notwithstanding Section 3.5.4, where the weather and time of year does not allow the completion of the outstanding landscape works prior to the issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.5.6 Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in planting beds or containers. Approximately 50 percent of the plant material shall be evergreen or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm (2 feet). It is the responsibility of the Developer to 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.

3.5.7 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as pergolas, benches, etc. shall be noted on the Landscape Plan required by Subsection 3.5.2, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.

3.6 Building and Site Lighting

3.6.1 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.

3.6.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

3.7 Functional Elements

3.7.1 All vents, down spouts, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be

painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.7.2 All mechanical equipment, including rooftop mechanical, exhausts, propane tanks, electrical transformers, and other utilitarian features shall be visually concealed from abutting properties, including municipal rights-of-way, and shall include noise reduction measures.

3.8 Maintenance

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

3.9 Solid Waste Facilities

3.9.1 The development shall include, in the underground parking area as shown on Schedule E, designated space for five stream source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. All refuse and recycling materials shall be contained within the building and accessed via the Pleasant Street driveway.

3.9.2 The private collection of refuse and recyclables on the Lands shall occur only between the hours of 8:00 a.m. and 7:00 p.m.

3.10 Parking and Bicycle Facilities

3.10.1 A minimum of 48 parking spaces shall be provided within the building in a two level underground parking structure which shall have two separate access points as shown on Schedule B.

3.10.2 The Developer shall provide bicycle parking pursuant to the Land Use By-law for Dartmouth.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications unless otherwise varied by this Agreement and shall receive written approval from the Development Engineer prior to undertaking any work.

4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including 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 Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Archaeological Monitoring and Protection

5.1.1 The Developer shall contact the Coordinator of Special Places, of Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.2 Sulphide Bearing Materials

5.2.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Substantive Amendments

6.1.1 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 *Halifax Regional Municipality Charter*.

6.2 Non-Substantive Amendments

6.2.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council (for greater certainty, these items do not include changes which, in the opinion of the Development Officer, are in conformance with the Schedules):

(a) changes to the exterior materials required by Section 3.4 and the Schedules;
(b) changes to the landscaping required by Section 3.5 and the Schedules;
(c) changes to the functional elements requirements of Section 3.7;
(d) changes to the date of commencement of development specified in Section 7.3; and
(e) changes to the date of completion of development specified in Section 7.4.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

7.3.2 For the purpose of this section, commencement of development shall mean installation of the structural footings for the building.

7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.2, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

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

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

7.5 Discharge of Agreement

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

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

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

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

IN WITNESS WHEREAS the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

SIGNED, SEALED [redacted] the presence of:

Witness

DOUGLAS R. STEVENSON
A Barrister of the Supreme
Court of Nova Scotia

TOUCAN INDUSTRIES LTD.

Per: [redacted]

Print Name: MARSHALL K. LEWIS

Position: PRESIDENT

==========

HALIFAX REGIONAL MUNICIPALITY

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

[redacted]

Witness

[redacted]

Witness

[redacted]

Mayor

[redacted]

Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 5th day of January, A.D., 2017, before me, the subscriber personally came and appeared Douglas R. Stevenson a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that **TOUCAN INDUSTRIES LTD.**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

[redacted]
of Nova Scotia

ERIC THOMSON
A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 17th day of February, A.D., 2017, before me, the subscriber personally came and appeared Ken Benoit & Sena Gillerie the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and ~~Kevin Arjoon~~ Cathy Mellett Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence. → Sherryll Murphy

[redacted]
A Commissioner of the Supreme Court of Nova Scotia

PHOEBE RAI
A Commissioner of the Supreme Court of Nova Scotia

Schedule A – Legal Land Description

Schedule A – Legal Description of the Lands

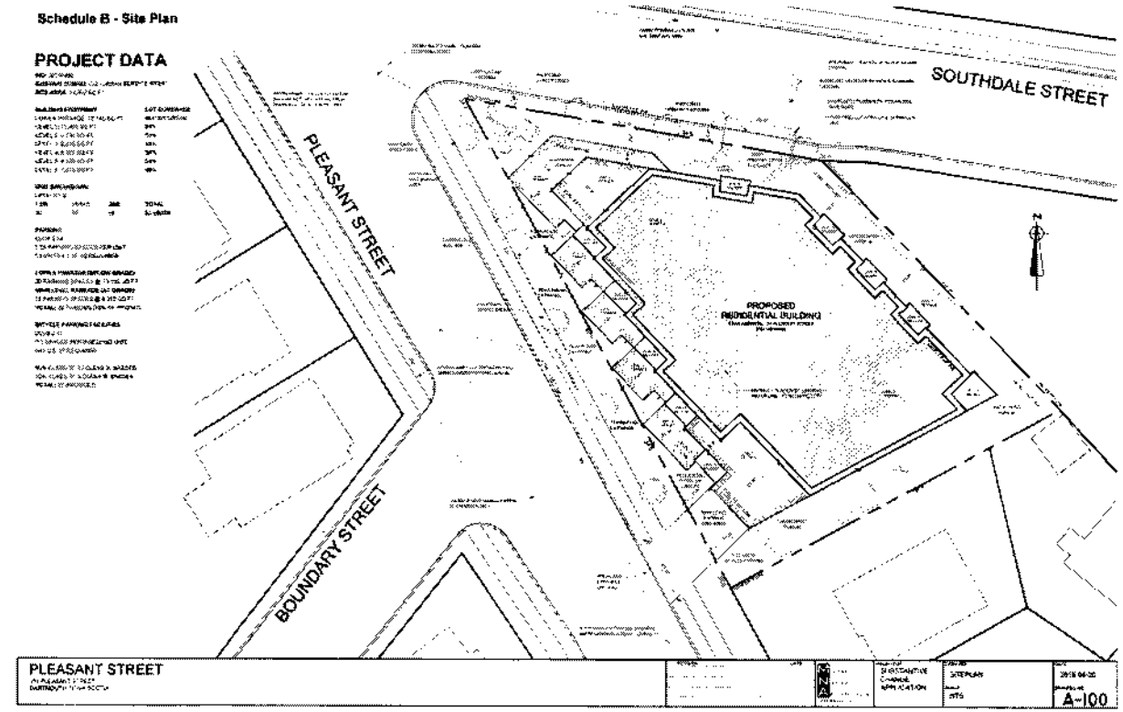
All that certain lot of land situate and being in the City of Dartmouth, Halifax Regional Municipality and being more particularly bounded and described as follows:

Beginning at a point where the south side of the Esson Road meets the north west corner of lands now or formerly owned by Domenico D Giansante and Rosina Giansante,
thence in a south easterly direction along the south west side of lands of Giansante to an iron pin, said iron pin marking the east corner of the described lands and the north corner of lands now or formerly owned by Mei Yao Chang, Kum Sheng Chang and Harry Chang,
thence in a south westerly direction along the north west boundary of the Chang lands and the north west boundary of another property owned by Mei Yao Chang and Kum Sheng Chang until it meets the north easterly bounds of Pleasant Street,
thence in a generally north westerly direction along the various courses of Pleasant Street until it meets Esson Road,
thence in a easterly direction along the south side of Esson Road to the point and place of beginning.

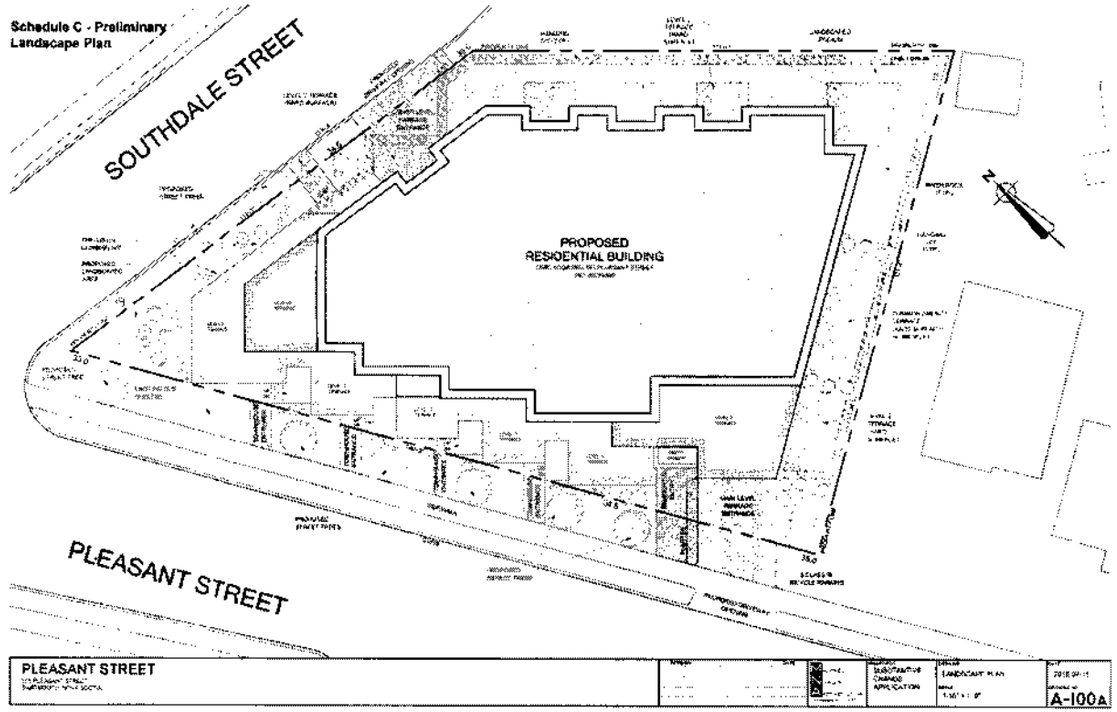
The parcel is exempt from the requirement for subdivision approval under the
Municipal Government Act because of s.268A (1)

Schedule B - Site Plan

PROJECT DATA



Schedule C - Preliminary Landscape Plan



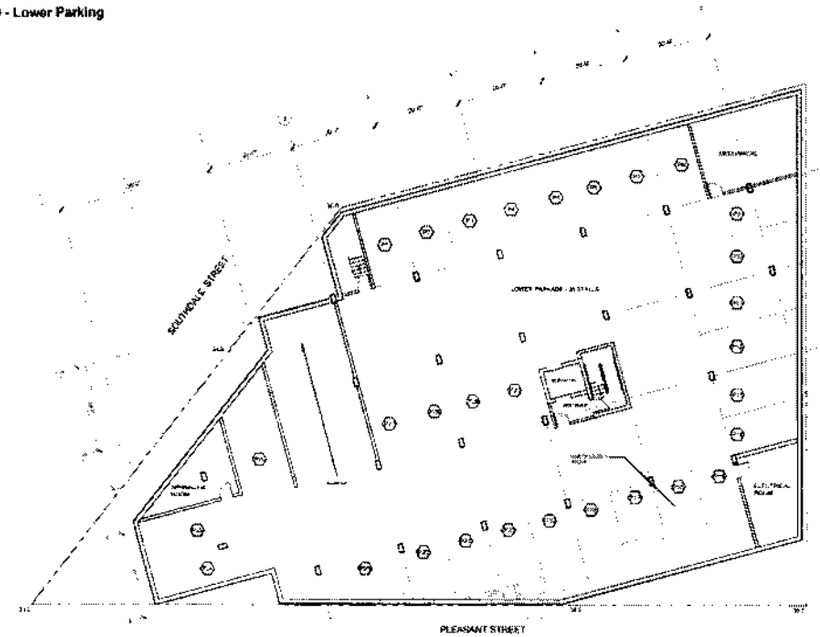
PLEASANT STREET

SUBSTANTIVE CHANGE APPLICATION

LANDSCAPE PLAN

A-100A

Schedule D - Lower Parking

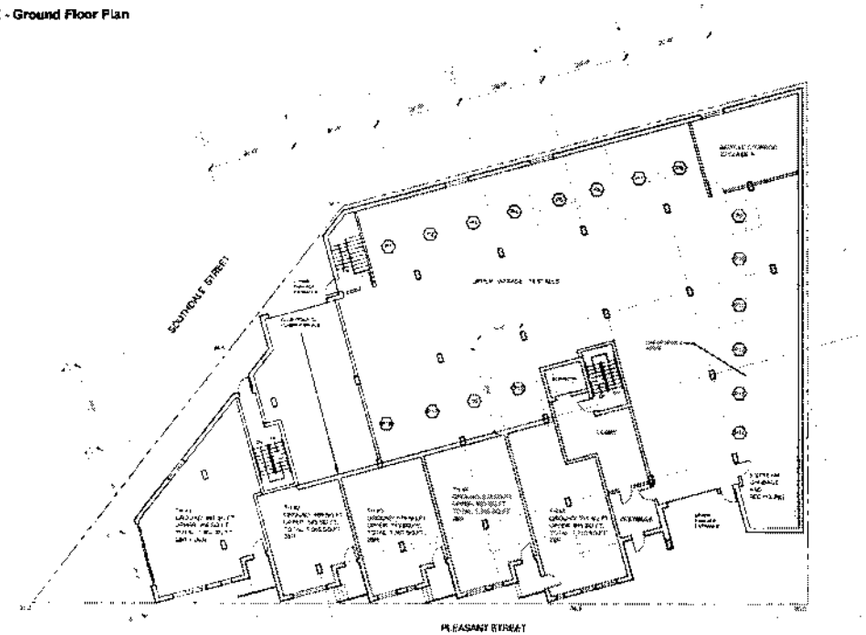


PLEASANT STREET

SUBSTANTIVE CHANGE APPLICATION

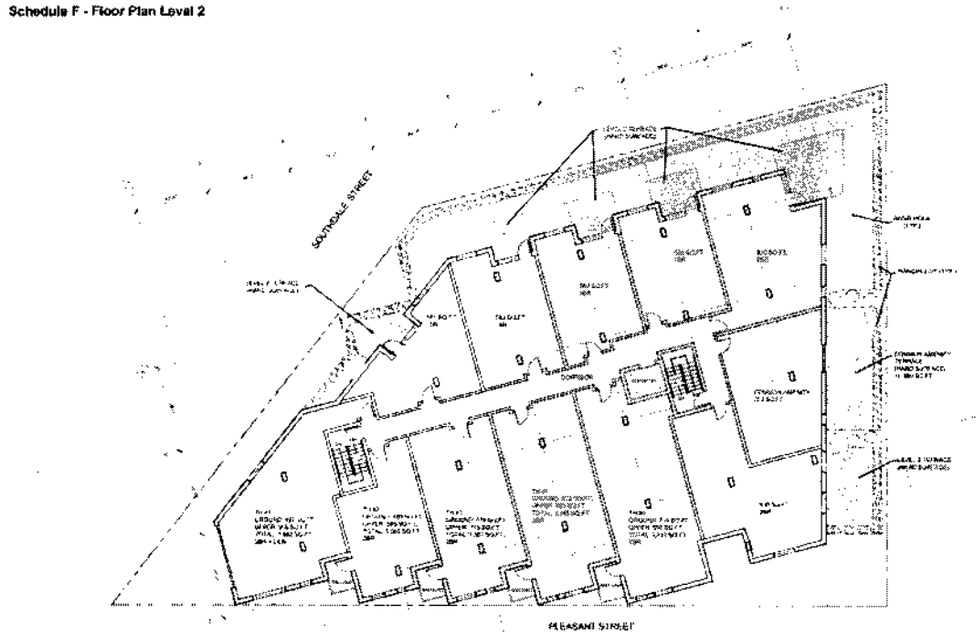
A-101

Schedule E - Ground Floor Plan



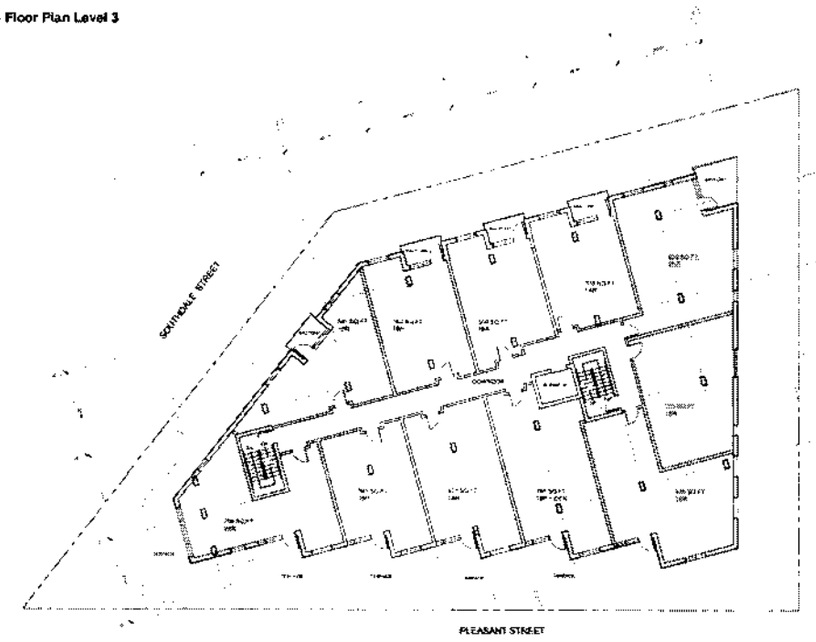
PLEASANT STREET Schedule E - Ground Floor Plan				LEVEL 1 PLAN	A-102

Schedule F - Floor Plan Level 2



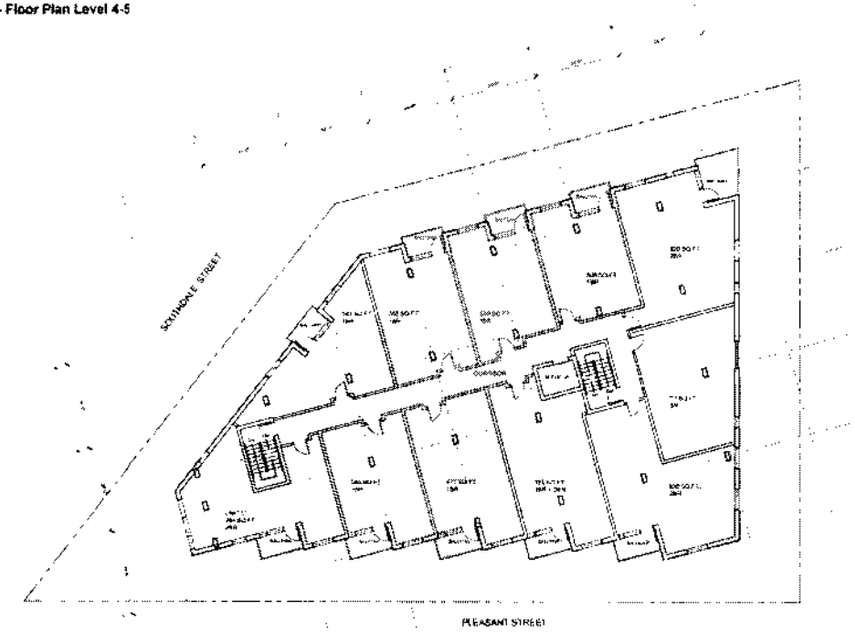
PLEASANT STREET					A-103

Schedule G - Floor Plan Level 3



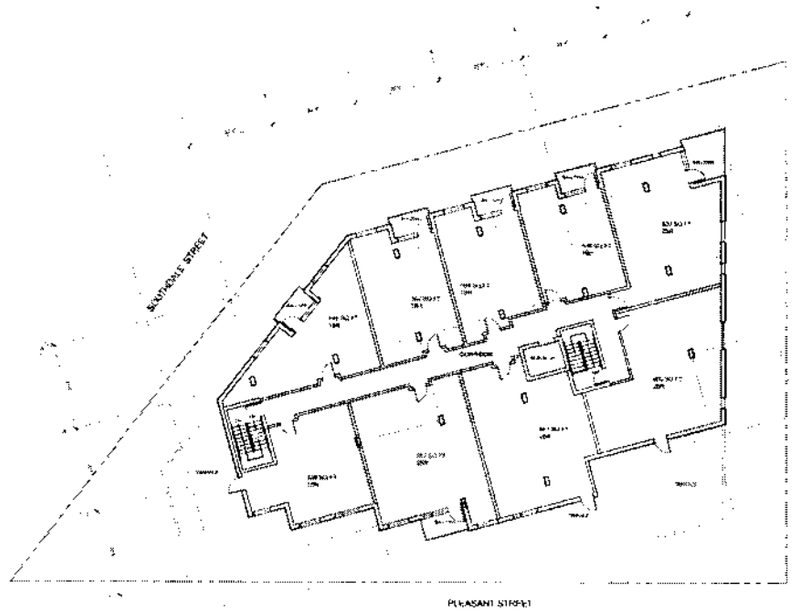
PLEASANT STREET					A-104

Schedule N - Floor Plan Level 4-5



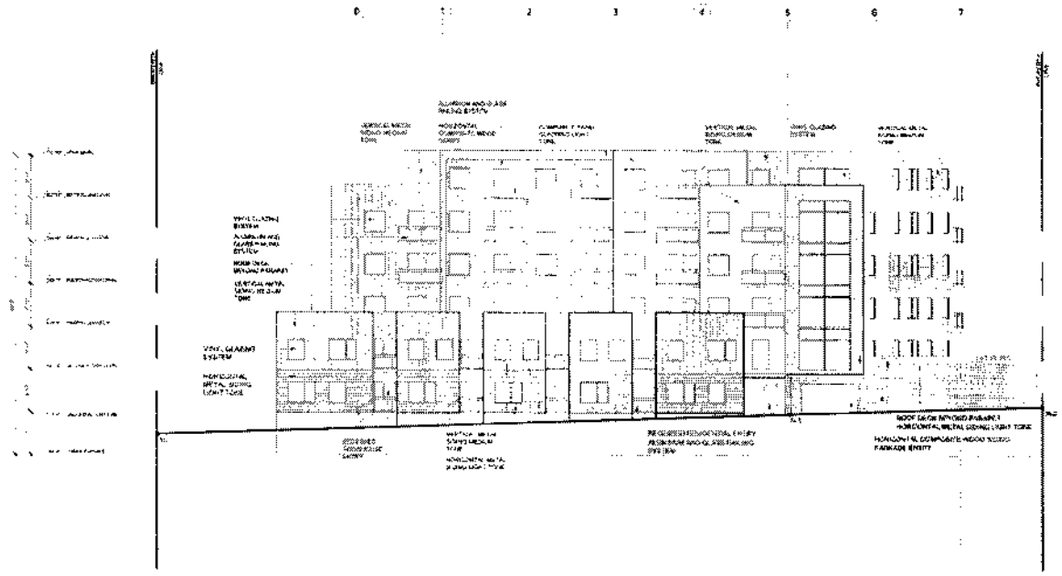
PLEASANT STREET					A-105

Schedule I - Floor Plan Level 6



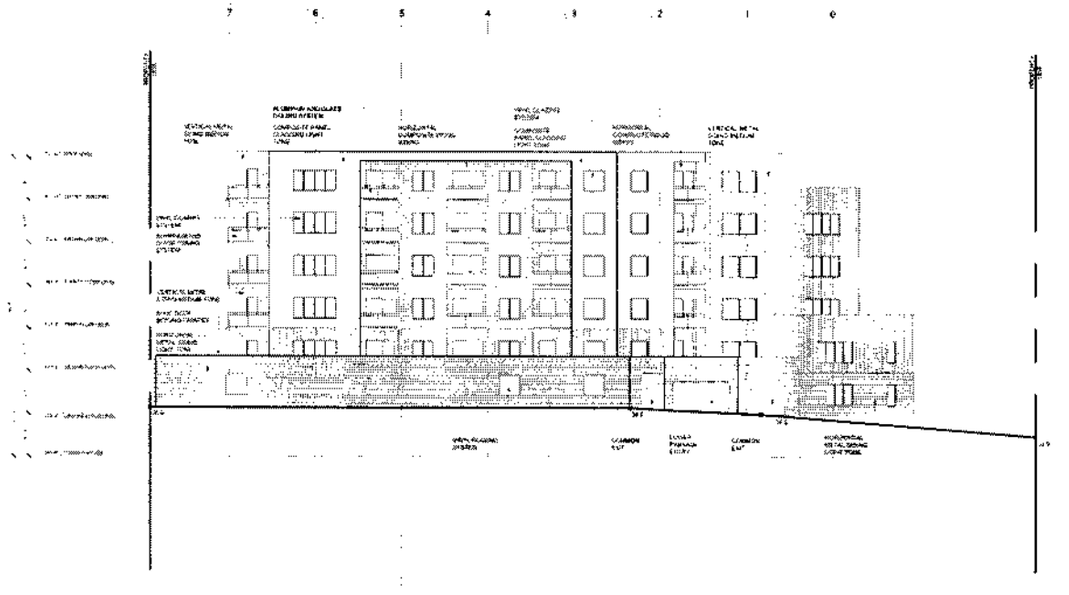
PLEASANT STREET			SUBSTANTIVE CHANGE APPLICATION	LEVEL 6 (PENTHOUSE) PLAN	A-106

Schedule J - West Elevation



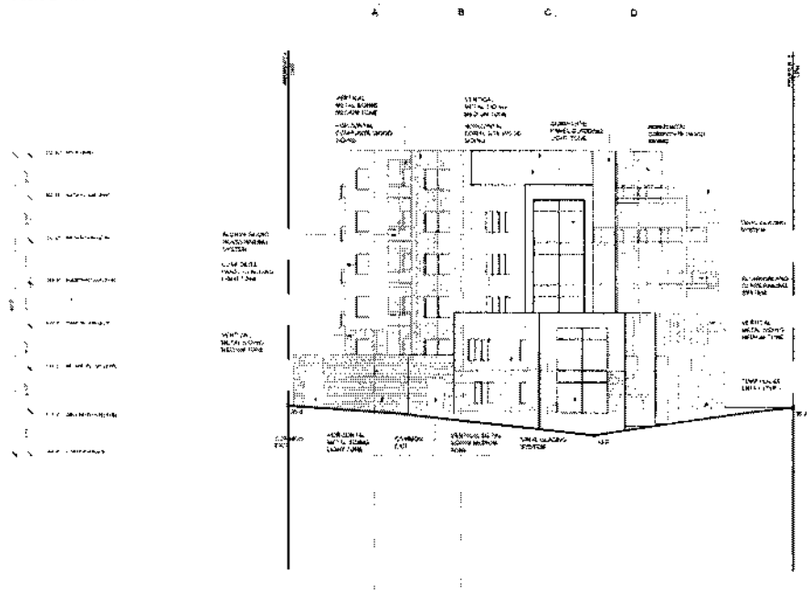
PLEASANT STREET					A-201

Schedule K - East Elevation



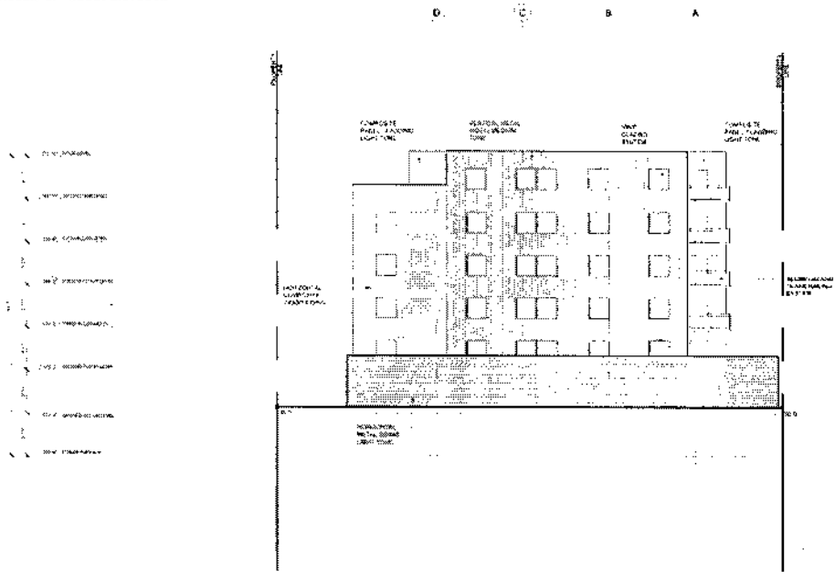
PLEASANT STREET					
					A-202

Schedule L - North Elevation



PLEASANT STREET			SUBSTANTIVE CHANGE APPLICATION	NORTH ELEVATION	A-203

Schedule M - South Elevation



PLEASANT STREET				2016.06.23	
			SITE PLAN APPLICATION	SOUTH ELEVATION	A-204