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:	3068
Submitter's name:	Eric F. G. Thomson

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Kim MacKay, Registrar
10813942O Document # LR☑ ROD☐
NOV 23 2015 MM DD YYYY 11:54 Time
Originally Signed

In the matter of Parcel Identification Number (PID)

PID 00136341	
PID	

*(Expand box for additional PIDs, **maximum 9 PIDs per form**)*

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

☐ Form 24(s)

☐ 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

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) ***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

May 4, 2009

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 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 the parcel register(s) as instructed on this form.

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, on 7 October, 2015.

Originally Signed

Signature of authorized lawyer

Name: Eric F. T. Thomson

Address: 2571 Windsor Street, Halifax, NS

Phone: 902-492-1655

E-mail: ethomson@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.

THIS AGREEMENT made this 14th day of September, 2015,

BETWEEN:

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

OF THE FIRST PART

- and -

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

OF THE SECOND PART

Approved as to Form and Authority
Originally Signed
Solicitor

WHEREAS the Developer is the registered owner of certain lands located at 5885 Spring Garden Road, Halifax 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 residential and commercial building on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and policy 8.1 of Section VI and policy 3.11 of Implementation Policies of the Municipal Planning Strategy for Halifax and Section 95(1)(e, f) of the Land Use By-law for Halifax Peninsula;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on May 13, 2015, referenced as Municipal Case Number 18270;

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

Originally Signed

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

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

1.3.2 The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate professional as required by this Agreement or other approval agencies.

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

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

1.6 Provisions Severable

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

PART 2: DEFINITIONS

2.1 Words Not Defined under this Agreement

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

2.2 Definitions Specific to this Agreement

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

(a) *Height* means the vertical distance of the highest point of the roof, excluding any mechanical rooftop equipment, above the mean grade of the finished ground adjoining the building along the principle street.

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, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18270:

Schedule A Legal Description of the Lands(s)
Schedule B Site Plan
Schedule C West Elevation
Schedule D South Elevation
Schedule E North Elevation
Schedule F East Elevation
Schedule G Landscape Plan

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Development Permit for the 18 storey tower addition, the Developer shall provide to the Development Officer:

(a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.6 of this Agreement;
(b) A copy of a letter from the Coordinator of Special Places with the Culture and Heritage Development Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia indicating the archaeological assessment and mitigation has been completed for the Lands and is in compliance with requirements set forth by the Province pursuant to Section 3.14 of this Agreement;
(c) A quantitative wind impact assessment prepared by a qualified professional in

accordance with Section 3.15 of this Agreement; and

(d) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4 of this Agreement.

3.2.2 Upon the issuance of the Occupancy Permit, the Developer shall provide to the Development Officer:

(a) A letter prepared by a member in good standing of the Canadian Society of Landscape Architects shall be provided to the Development Officer certifying that all landscaping has been completed according to Schedule B and Section 3.6 of this Agreement; and

(b) Confirmation that all disturbed areas within the HRM right-of-way have been reinstated to original or better condition pursuant to Section 3.12 of this Agreement.

3.3 General Description of Land Use

The uses of the Lands permitted by this Agreement are a multiple unit residential building consisting of an eleven storey tower and eighteen storey tower, inclusive of a single storey podium, and an office use.

3.4 Detailed Provisions for Land Use

3.4.1 The total number of residential units shall not exceed 305 units and at least 33% of the residential units shall contain 2 or more bedrooms.

3.4.2 The office use shall be located on the ground and basement levels and shall be a maximum of 442 square metres.

3.4.3 Further to the office use permitted in section 3.4.2, a rental office shall be permitted in association with the multiple unit residential use.

3.4.4 Additional commercial uses shall be permitted pursuant to the requirements of the underlying zone of the Land Use By-law as amended from time to time.

3.5 Height and Architectural Requirements

3.5.1 The building's exterior design shall be as substantially shown on Schedules C to F.

3.5.2 Building entrances shall be recessed and sheltered by a canopy.

3.5.3 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements associated with new development or alterations to the existing building shall be treated as integral parts of the design. Where appropriate these elements shall be painted to complement the colour of the adjacent surface, except where used expressly as an accent.

3.5.4 Large blank or unadorned walls shall not be permitted. The scale of large walls associated with new development or alterations to the existing building shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, architectural detail or a combination of these options.

3.5.5 Buildings associated with new development or alterations to the existing building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible

from Spring Garden Road, Carlton Street, the Camphill Cemetery or abutting residential properties and, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless the mechanical systems (HVAC, exhaust fans, etc.) are screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

3.5.6 Access to the underground parking and solid waste collection shall be located along Carlton Street. The design shall be incorporated into the overall design of the building through the use of similar colour and similar building materials as the adjacent portions of the building.

3.6 Amenity Space and Landscaping

3.6.1 A combination of indoor and outdoor common amenity space shall be provided as shown on the Schedules. A minimum of 3,500 square metres of amenity space shall be provided, exclusive of balconies. A minimum of 3,000 square metres shall be provided as outdoor amenity space as shown on Schedule G.

3.6.2 Prior to the issuance of a Development Permit, the Developer shall provide to the Municipality a detailed Landscape Plan, prepared by a Landscape Architect. The Landscape Plan shall be reviewed by the Urban Forester of the Municipality.

3.6.3 The Landscape Plan shall include the following:

(a) vegetation such as trees, shrubbery and ornamental plantings;
(b) areas for passive recreation such as lawn areas and seating areas;
(c) any landscaping or design features required as part of the wind impact assessment in accordance with Section 3.15 of this Agreement;
(d) lighting, in conformance with Section 3.9 of this Agreement; and
(e) details for each type of proposed plant material proposed shall be provided, including species list with quantities, size of material, and common and botanical names (species and variety).

3.6.4 Planting types shall be suitable for a rooftop environment and conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.

3.6.5 Upon the issuance of an Occupancy Permit for the 18 storey addition, 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.

3.6.6 Notwithstanding the above, an Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape work and the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping as shown on the Landscape Plan. 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 landscaping as described herein 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. 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.

3.7 Parking

3.7.1 There shall be a of minimum of 230 underground parking spaces.

3.7.2 A minimum of 6 parking spaces shall be made available for the dental office visitor parking.

3.7.3 A minimum of 6 parking spaces shall be made available for visitor parking for the multiple unit building.

3.7.4 Parking space sizes shall comply with the requirements of the Land Use By-law for Halifax Peninsula.

3.7.5 The Developer shall provide 60 Class A bicycle parking spaces and 20 Class B bicycle parking spaces pursuant to the Land Use By-law for Halifax Peninsula.

3.7.6 Access to the underground parking shall be accessed from Carlton Street as shown on Schedule B.

3.8 Signage

Signage on the Lands shall be in accordance with the requirements of the underlying zone of the Land Use By-law as amended from time to time.

3.9 Outdoor Lighting

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.

3.10 Outdoor Storage

No outdoor storage shall be permitted on the Lands.

3.11 Deliveries and Solid Waste Collection

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

3.11.2 The hours specified under this section shall apply seven (7) days a week.

3.12 Maintenance

3.12.1 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 and ice control, salting of walkways and driveways.

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

3.12.3 Prior to the issuance of an Occupancy Permit, all disturbed areas located in the HRM right-of-way shall be reinstated to original condition or better as determined by the Development Engineer.

3.13 Construction/Sales Structure

A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The structure shall be removed from the Lands upon the issuance of the Occupancy Permit for the 18 storey tower addition.

3.14 Archeological Resources

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

3.14.2 The Developer shall provide a copy of the letter from the Coordinator of Special Places with the Culture and Heritage Development Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia indicating the archaeological assessment and mitigation has been completed to the Development Officer prior to site work, not associated with the archeological assessment, on the Lands.

3.15 Wind Mitigation

3.15.1 As a condition of the issuance of a Development Permit, the Developer shall submit a quantitative wind impact assessment, prepared by a qualified professional. The assessment shall confirm, pursuant to industry standards that wind conditions, as a result of the proposed building addition, are suitable for sitting, standing, or walking in the following areas:

(a) Sitting: Areas around the pool, residential terraces on the podium, and outdoor amenity space at the mezzanine level during the summer;
(b) Standing: Sidewalk areas adjoining the lands at the north-east corner of Carlton Street and Spring Garden Road and all main building lobby entrances during the spring, summer and fall seasons; and
(c) Walking: Sidewalks along Carlton Street and the Camp Hill Cemetery during spring, summer and fall seasons.

Pursuant to industry standards, the levels of comfort, noted above, shall be expected for a minimum of four out of five days (80% of the time) during the noted seasons.

3.15.2 In order to achieve the levels of pedestrian comfort pursuant to 3.15.1, mitigation measures, such as the installation of canopies, screens, and vegetation, that do not substantially change the development may be approved by the Development Officer. Further changes can be considered through a non-substantive amendment pursuant to Section 6.1 of this Agreement.

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 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 Stormwater Management Plans and Erosion and Sedimentation Control Plans

Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

(a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;

(b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and

(c) Submit to the Development Officer a detailed Site Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Site Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

5.2 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.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

(a) Internal expansions to the office use as outlined in Section 3.4.2 of this Agreement;
(b) Variations to the design of the roof as outlined in the Section 3.5.1 of this Agreement, provided there is no increase in the height of the building;
(c) Variations to the exterior building material as outlined in Section 3.5.1 of this Agreement;
(d) Changes to the Amenity and Landscaping requirements as detailed in Section 3.6 of this Agreement;
(e) Changes to the requirements for Parking in Section 3.7 of this Agreement
(f) Changes to the Signage requirements as outlined in Section 3.8 of this Agreement;
(g) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
(h) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

6.2 Substantive Amendments

6.2.1 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.1 Registration

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

7.2 Subsequent Owners

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

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

7.3 Commencement of Development

7.3.1 In the event that development on the Lands has not commenced within 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 the issuance of a Development Permit for the proposed 18 storey addition.

7.3.3 For the purpose of this Section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1 of this Agreement, 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

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

(a) retain the Agreement in its present form;
(b) negotiate a new Agreement;
(c) discharge this Agreement; or
(d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Halifax Peninsula 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 5 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:

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

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer 14 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 AND DELIVERED in the presence of:
Originally Signed

Witness

KILLAM INVESTMENTS INC.
Originally Signed

Per:

Philip D. Fraser
President & CEO

==========

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

Witness
Originally Signed

Witness

HALIFAX REGIONAL MUNICIPALITY

Originally Signed

Originally Signed Mayor

Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 11th day of August, A.D., 2015, before me, the subscriber personally came and appeared Lindsay McKinnon a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that **KILLAM INVESTMENTS INC.**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Originally Signed

A Commissioner of the Supreme Court
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 14 day of September, A.D., 2015 before me, the subscriber personally came and appeared Ken Bezoit & Laurie La Rochelle the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

Originally Signed

A Commissioner of the Supreme Court
of Nova Scotia

LIAM MACSWEEN
A Commissioner of the
Supreme Court of Nova Scotia

Case 18270 - Schedule A
Property Description

All that certain lot, piece or parcel of land situate, lying and being on the Northern side of Spring Garden Road and the eastern side of Carleton Street, in the City of Halifax, and being Lots Nos. 30, 31 and 32, as shown on a plan of the common lots filed at the office of the City Engineer under File No. A9-324, the said lot being more particularly described as follows:

BEGINNING at a point formed by the intersection of the Northern side line of Spring Garden Road and the Eastern side line of Carleton Street;

THENCE Northerly along the said Eastern side line of Carleton Street, 330 feet, more or less, to the Southern boundary line of Camp Hill Cemetery property;

THENCE Easterly parallel to Spring Garden Road and along the Southern boundary line of Camp Hill Cemetery property 198 feet to the Western boundary of Lot No. 33 as shown on the above mentioned plan of the common lots;

THENCE Southerly along the Western boundary line of said Lot No. 33 and parallel to Carleton Street 330 feet, more or less, to the Northern side line of Spring Garden Road aforementioned;

THENCE Westerly along the Northern side line of Spring Garden Road 198 feet, more or less, to the place of beginning.

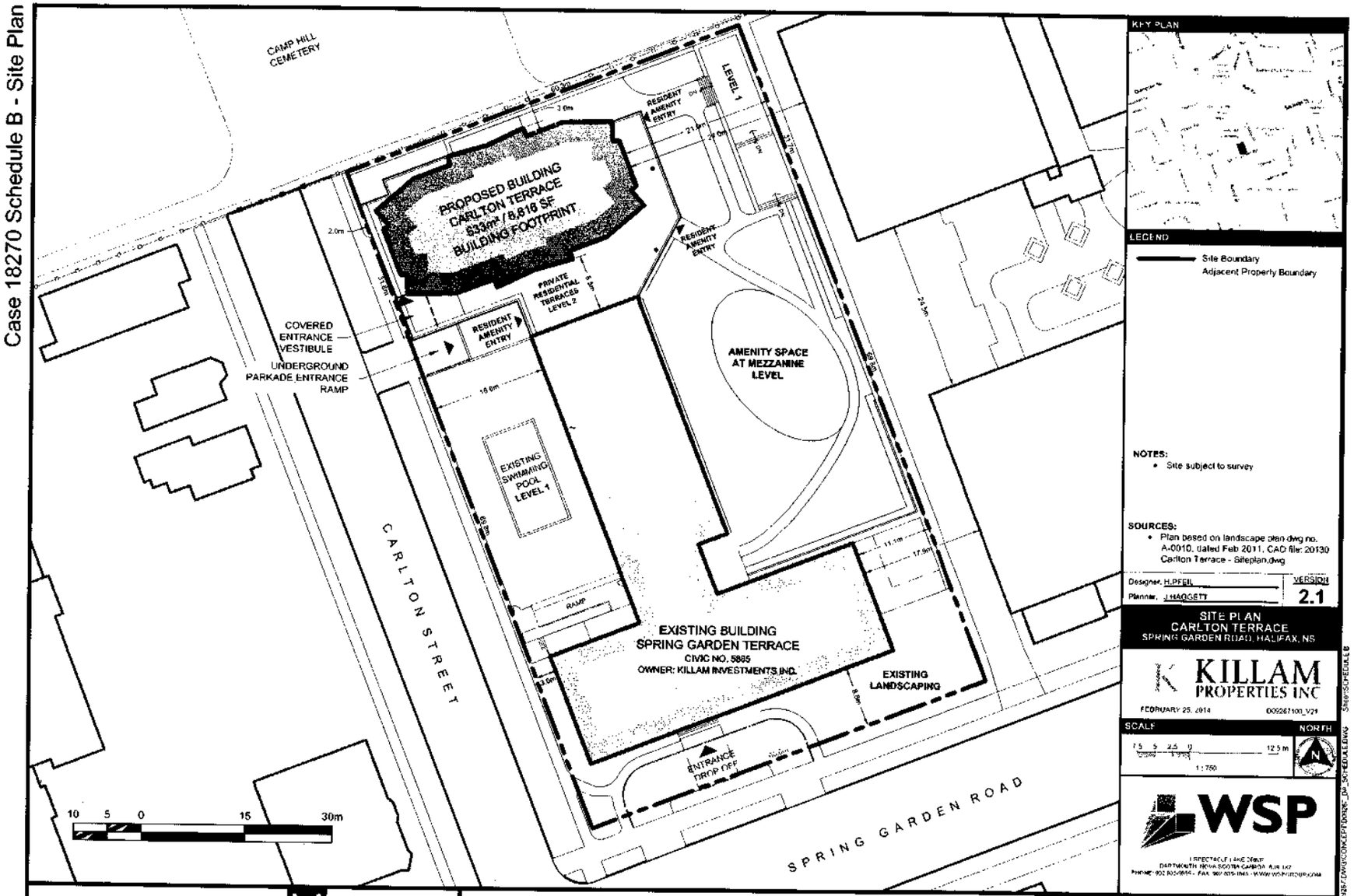
SUBJECT to a Development Agreement as filed at the Halifax Registry of Deeds in document 7442 book 6717 page 1026.

SUBJECT to a Development Agreement as filed at the Halifax Registry of Deeds in document 46949 book 3624 page 1095.

Municipally known as 5885 Spring Garden Road, City of Halifax, Halifax Regional Municipality, Nova Scotia.

The description for this parcel originates with a deed dated December 20, 1961 registered in the registration district of Halifax in book 1794 at page 24 and the subdivision is validated by Section 291 of the Municipal Government Act.

Case 18270 Schedule B - Site Plan



KEY PLAN

LEGEND

Site Boundary
Adjacent Property Boundary

NOTES:

- Site subject to survey

SOURCES:

- Plan based on landscape plan dwg no. A-0010, dated Feb 2011, CAD file: 20130 Carlton Terrace - Siteplan.dwg

Designer: H.PFEIL
Planner: J.HAGGETT
VERSION 2.1

SITE PLAN
CARLTON TERRACE
SPRING GARDEN ROAD, HALIFAX, NS

KILLAM PROPERTIES INC

FEBRUARY 25, 2014 — 00267100_V21

SCALE — NORTH

7.5 5 2.5 0 12.5 m
1:750

WSP

SPECTACLE LAKE DRIVE
DARTMOUTH, NOVA SCOTIA CANADA B3B 1X7
PHONE: 902 835-9955 FAX: 902 835-1645 WWW.WSPGROUP.COM

WSP | MICHAEL PIER PLANNING

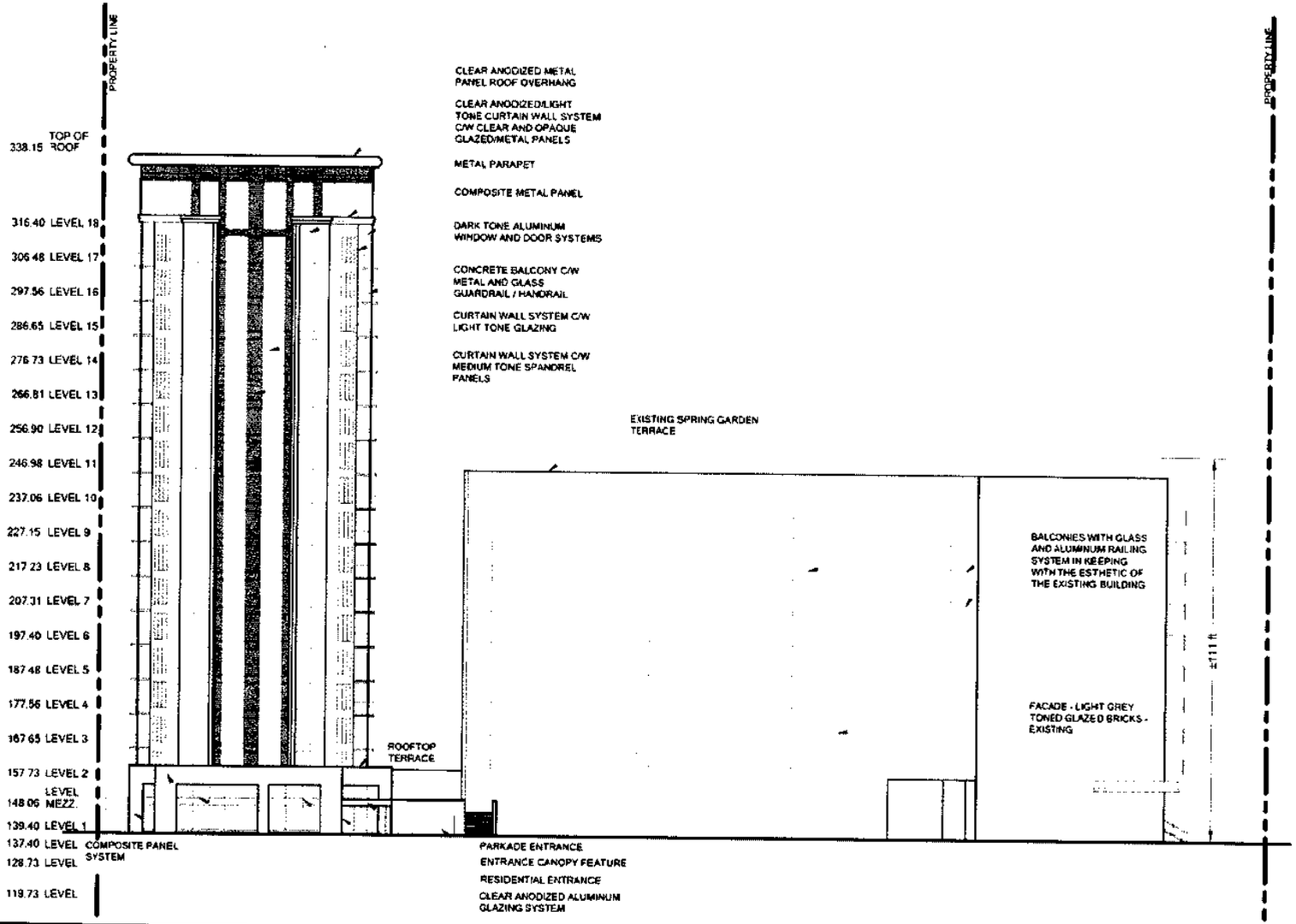
SCHEDULE B: SITE PLAN
PROPOSED RESIDENTIAL DEVELOPMENT

Spring Garden Road, Halifax, Nova Scotia

SCALE: 1:750 METRIC
DATE: 12-MAR-2015

FILE: K:\DARTPROJ\P-2009\00267100\7.0\WORK\EPD\DWG\00267100_SP_SCHEDULE.DWG Sheet\SCHEDULE B

Case 18270 Schedule C - West Elevation



WSP

MICHAEL NAPIER

SCHEDULE C: WEST ELEVATION
PROPOSED RESIDENTIAL DEVELOPMENT

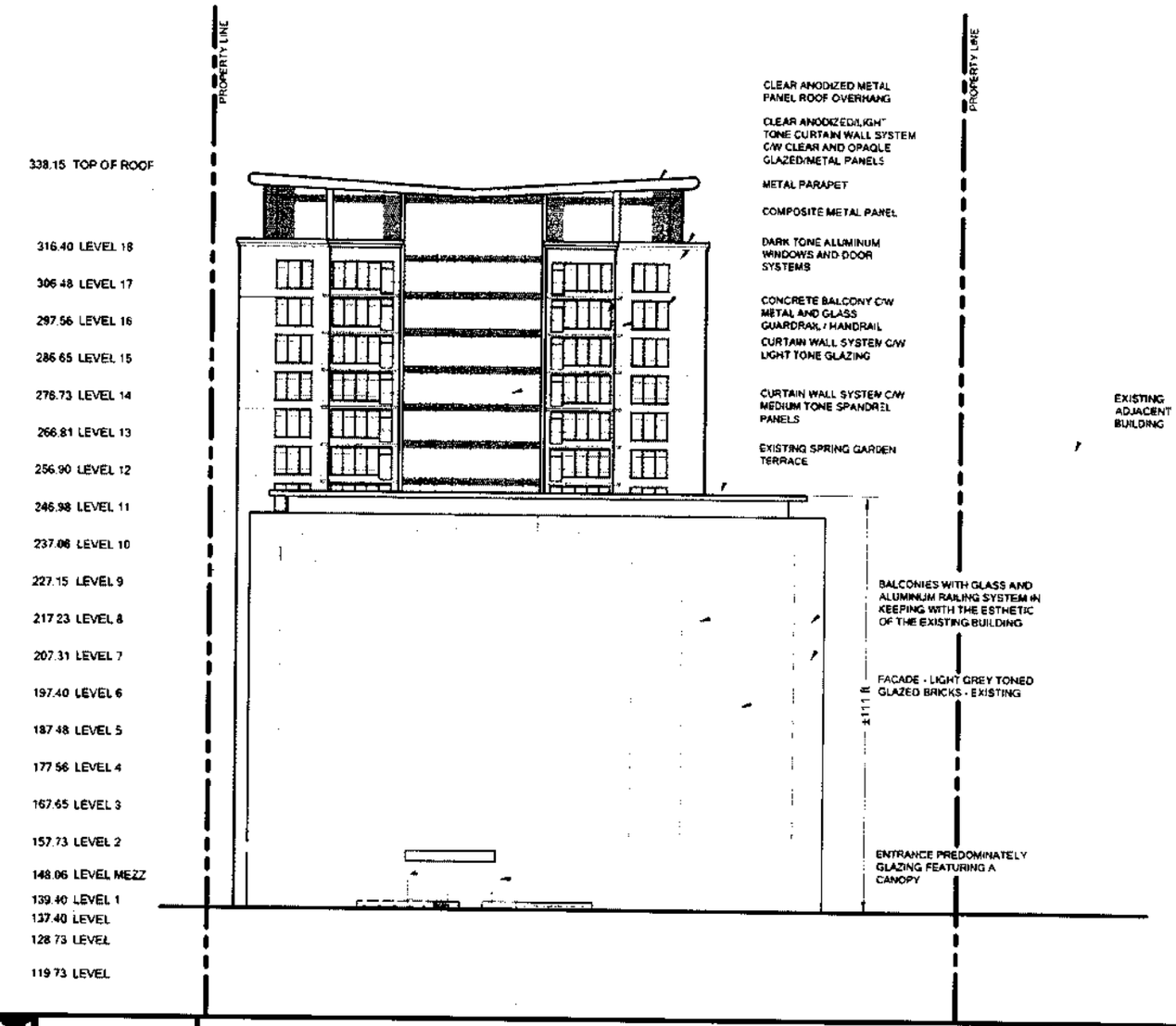
Spring Garden Road, Halifax, Nova Scotia

SCALE: N.T.S.

DATE: 12-MAR-2015

FILE: K:\PROJECTS\2015\P-15-00187\03_DESIGN\CONCEPT\00187_DA_SCHEDULE.DWG Sheet: SCHEDULE C

Case 18270 Schedule D - South Elevation



WSP | MICHAEL PIER ARCHITECTURE

SCHEDULE D: SOUTH ELEVATION
PROPOSED RESIDENTIAL DEVELOPMENT

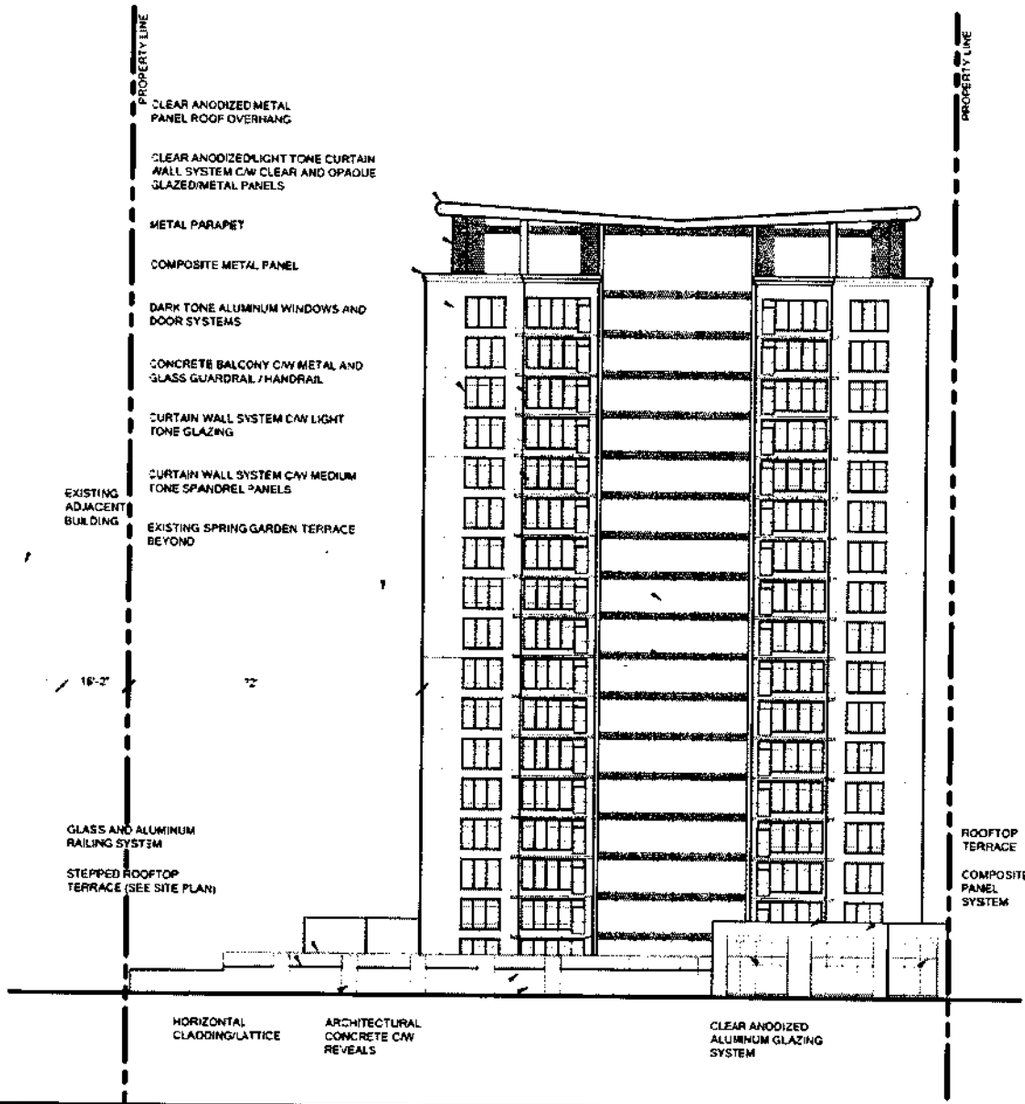
Spring Garden Road, Halifax, Nova Scotia

SCALE: N.T.S.

DATE: 12-MAR-2015

FILE: N:\ART\HALIFAX\20X\0926\7-DWG\CONCEPT\0926_DA_SCHEDULE.DWG Sheet: SCHEDULE D

Case 18270 Schedule E - North Elevation



WSP | MICHAEL PIER ARCHITECTURE

SCHEDULE E: NORTH ELEVATION
PROPOSED RESIDENTIAL DEVELOPMENT

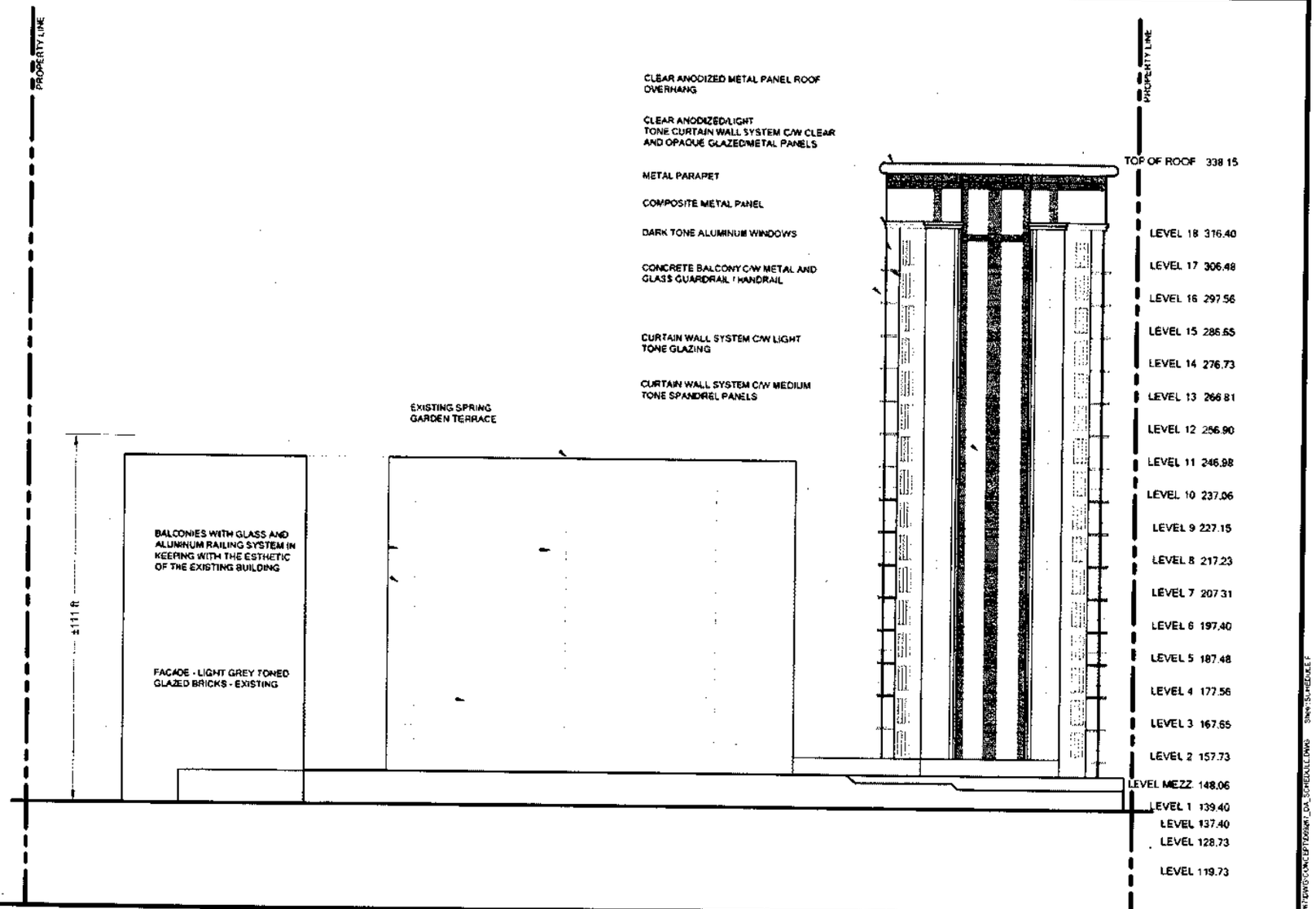
Spring Garden Road, Halifax, Nova Scotia

SCALE: N.T.S.

DATE: 12-MAR-2015

PLOT: K:\EARTBOUT\P-2007\09267\DWG\CONCEPT\09267_DA_SCHEDULE.DWG Sheet:SCHEDULE E

Case 18270 Schedule F - East Elevation



WSP | MICHAEL SPIER PHOTOGRAPHY

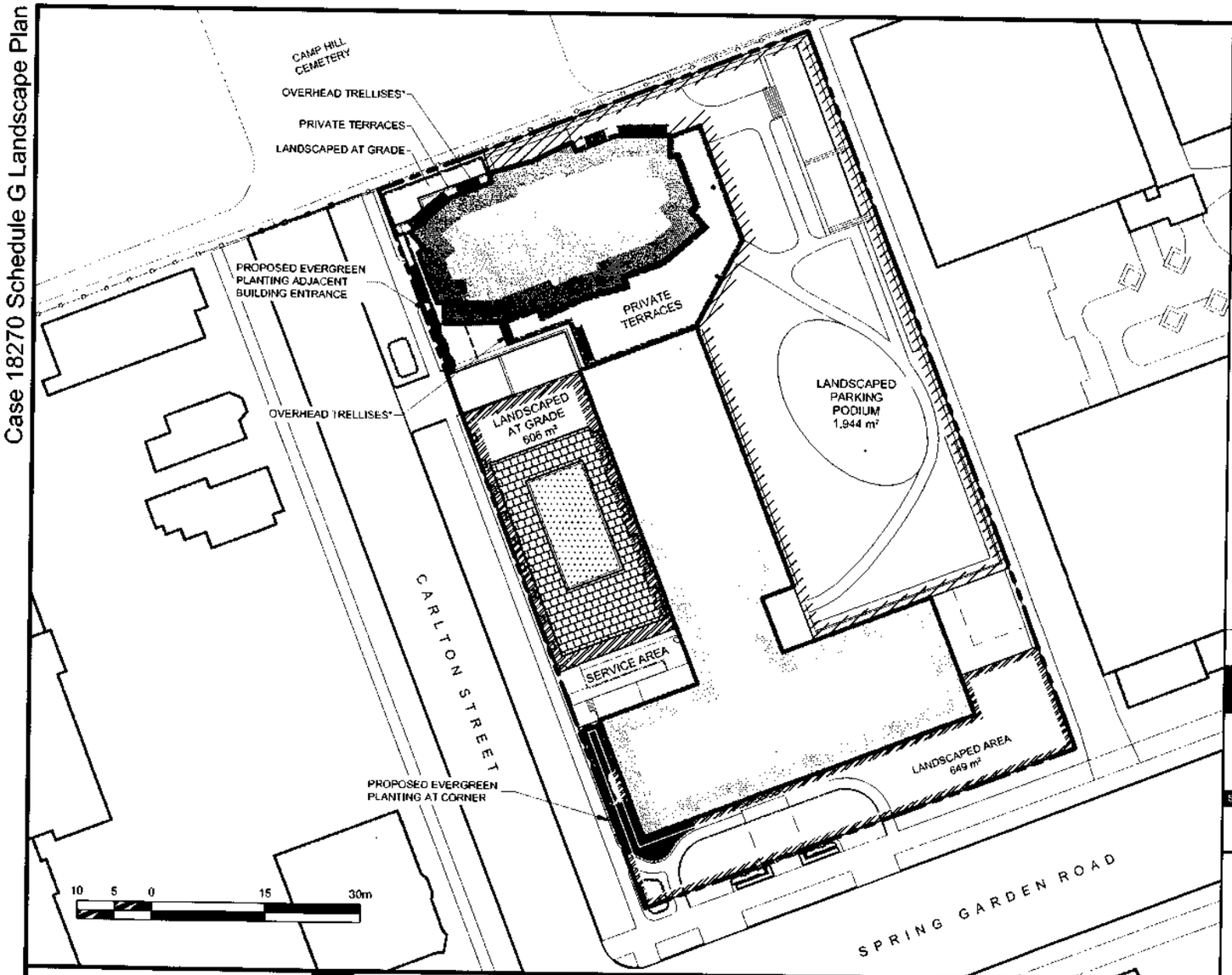
SCHEDULE F: EAST ELEVATION
PROPOSED RESIDENTIAL DEVELOPMENT
Spring Garden Road, Halifax, Nova Scotia

SCALE: N.T.S.

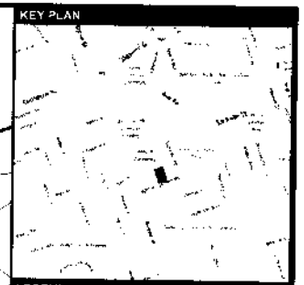
DATE: 12-MAR-2015

FILE: K:\CAR\HALIFAX\PROJECTS\2009\09-2009-0054\PDWG'S\CONCEPT\2009054T_DA_SCHEDULE.DWG Sheet: SCHEDULE F

Case 18270 Schedule G Landscape Plan



KEY PLAN



LEGEND

Site Boundary
Adjacent Property Boundary

NOTES:

- Site subject to survey

SOURCES:

- Plan based on landscape plan dwg no. A-0010, dated Feb 2011, CAD file: 20130 Carlton Terrace - Siteplan.dwg

Designer M.OWEN	VERSION
Planner J.HAGGETT	2.2

LANDSCAPE PLAN
CARLTON TERRACE
SPRING GARDEN ROAD, HALIFAX, NS

KILLAM PROPERTIES INC

MARCH 16, 2014 D0926700_V22

SCALE 1:750 NORTH

WSP
1 SPECTACLE LAKE DRIVE
DARTMOUTH, NOVA SCOTIA CANADA, B3B 1X7
PHONE: 902 835-9655 FAX: 902 835-1645 WWW.WSPGROUP.COM

WSP MICHAEL PIER PLANNING

SCHEDULE G: LANDSCAPE PLAN
PROPOSED RESIDENTIAL DEVELOPMENT

Spring Garden Road, Halifax, Nova Scotia

SCALE: 1:750 METRIC

DATE: 12-MAR-2015

FILE: K:\CAD\PROJECTS\D0926700\DWG\CONCEPT\D0926700_LDA_SCHEDULE.DWG Sheet=SCHEDULE M