

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, Q.C.

In the matter of Parcel Identification Number (PID)

PID	00619494
PID	41332503

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

For Office Use

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

1068277T8 LR ☒ ROD ☐
Document #
MAR 24 2015 14:39
MM DD YYYY Time

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.

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*):

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)	N/A
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)	N/A
Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	N/A

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) <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)	
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) <i>Instrument code: 443</i>	

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 Dartmouth, in the County of Halifax, Province of Nova Scotia, on

the 13th day of February, 2015.



Signature of authorized lawyer

Name: Thomas O. Boyne, Q.C.

Address: BOYNECLARKE LLP
P.O. Box 876 Dartmouth Main
Halifax Regional Municipality
NS B2Y 3Z5

Phone: (902) 460-3410

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.

THIS AGREEMENT made this 24th day of March, 2015,

BETWEEN:

3240443 NOVA SCOTIA LIMITED

a body corporate, in the Province of Nova Scotia

(hereinafter called the "Developer")

in the Province of Nova Scotia (hereinafter called the "Developer")

Approved as to Form

- and -

OF THE FIRST PART

Solicitor

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 00619494, 41332503 Highway No. 7, Westphal, 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 118 multi-dwelling units within two multi-unit residential buildings and 44 townhouse units within 5 townhouse buildings on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy HC-10 of the Municipal Planning Strategy for Cole Harbour/Westphal;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on December 4, 2014, referenced as Municipal Case Number 18288;

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, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Cole Harbour/Westphal 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 Subdivision By-law, if not defined in these documents their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

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

2.2.1 'Standard Townhouse Building' means a building which is divided vertically by common walls into four townhouses dwelling units, wherein each townhouse dwelling unit has separate, at-grade access.

2.2.2 'Stacked Townhouse Building' means:

- i. a building which is divided vertically by common walls into four or more townhouses dwelling units, and
- ii. is horizontally separated into additional townhouses dwelling units, one atop the other, and
- iii. each townhouse dwelling unit has separate at-grade access.

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 with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18288:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C – C3	Comprehensive Landscape Plan, Landscape plans: SubAreas 1- 3
Schedule D	Preliminary Plan of Subdivision/ Consolidation
Schedule E- E1	Servicing, Stormwater Management/Erosion and Sedimentation Control Plan
Schedules F	Interior Parking Plan
Schedule G - G2	Multi Building 1 Elevation plans
Schedule H - H2	Multi Building 2 Elevation plans
Schedule I – I2	Standard Townhouse Elevation plans
Schedule J – J2	Stacked Townhouse Elevation plans

3.2 Requirements Prior to Approval

- 3.2.1** The Municipality shall not issue any Development Permit until Final Subdivision Approval has been granted in accordance with Schedule D.
- 3.2.2** Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer:
- (a) A Landscaping Plan in accordance with Section 3.7 of this Agreement; and
 - (b) A Lighting Plan in accordance with Section 3.6 of this Agreement;
- 3.2.3** Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:
- (a) Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in section 3.7 of this Agreement; and
 - (b) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in section 3.6 of this Agreement.
- 3.2.4** Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands 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.

3.3 General Description of Land Use

3.3.1 The use(s) of the Lands permitted by this Agreement are the following:

- a) a multi-unit dwelling, shown as Building 1 on Schedule B, with a maximum of 48 dwelling units, not exceeding a height of 6 storeys;
 - i) a minimum of 30 units of which will be two or three bedroom units;
- b) a multi-unit dwelling, shown as Building 2 on Schedule B, with a maximum of 70 dwelling units, not exceeding a height of 7 storeys;
 - ii) a minimum of 44 units of which will be two or three bedroom units;
- c) 4 stacked townhouse blocks totalling not more than 40 townhouse units, not exceeding a height of 3 storeys, as defined in section 2.2, and as shown on Schedules B and I to J.
- d) 1 standard townhouse block total not more than 4 townhouse units, not exceeding 3 storeys in height, as defined in section 2.2, and as shown on Schedules B and I to J.

3.3.2 Unless otherwise stated in this Agreement, development of the Lands shall conform with the Land Use By-law for Cole Harbour/Westphal, as amended from time to time.

3.4 Siting and Architectural Requirements

- 3.4.1 The main entrances to building shall be emphasized by detailing, changes in materials, and other architectural devices such as but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, fascia boards or an acceptable equivalent approved by the Development Officer.
- 3.4.2 The façades facing the common driveway and the courtyard shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.4.3 Exterior building materials shall be in accordance with the Schedules.
- 3.4.4 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. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.4.5 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from the shared driveway 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.

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

3.5 Parking, Circulation and Access

- 3.5.1 A total number of 205 parking spaces shall be provided. All required underground parking (140 spaces) for the development shall be provided as illustrated on Schedule F and all required surface parking area (65 spaces) shall be provided as illustrated on Schedule B.
- 3.5.2 The parking area shall be hard surfaced.
- 3.5.3 The limits of the parking area shall be defined by landscaping, and either standard or rolled curb.
- 3.5.4 Exterior and interior bike parking shall be required and located as shown on Schedules C1, C3 and F.

3.6 Outdoor Lighting

- 3.6.1 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 the common shared driveway, adjacent lots and buildings.
- 3.6.2 Further to subsection 3.6.1, prior to the issuance of a Development Permit, 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) The location, on the building and on the premises, of each lighting device; and
 - b) A description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.
- 3.6.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this Agreement. 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 Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.
- 3.6.4 The information used to satisfy the requirements of this section may be included on the site plan or building elevations provided that the Development Officer is satisfied of compliance with this Agreement.

3.7 Landscaping

- 3.7.1** Landscaping of the property shall be as shown on Schedules C to C3. Fencing shall be required as shown on Schedule C.
- 3.7.2** 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.
- 3.7.3** Notwithstanding Section 3.7.9, the Developer agrees to construct a 1.8 metre wide looped trail to Lake Loon as shown on Schedules B and C to C3. The travel surface of the trail shall consist of crusher dust and shall be accompanied by shoulders comprised of bark mulch or another material deemed acceptable by the Municipality. The trail shall meet accessibility standards, in the opinion of the Development Officer and Parkland Planner, and shall conform to a maximum grade of 8%. The location and design of the trail shall be approved by the Development Officer, in consultation with the Parkland Planner, prior to the issuance of a Development Permit, and the trail shall be constructed, as specified, prior to the issuance of an Occupancy Permit.
- 3.7.4** The Developer agrees to construct a fence as identified on Schedules C to C3. The fence shall be at least 6 feet in height and opaque.
- 3.7.5** Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with the overall intentions of Schedules C to C3, respectively. 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.
- 3.7.6** The natural tree buffer running the length of the southern boundary at the rear of the townhouses shall be shown on the Landscape Plan and shall be retained. If it is not possible for this natural screen to be retained, then it shall be re-instated by plantings sufficient in height to provide screening from the adjacent property to the satisfaction of the Development Officer.
- 3.7.7** Prior to 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 Development Agreement.
- 3.7.8** Notwithstanding Section 3.7.7, where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of an 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.

3.7.9 The stand of existing mature trees and vegetation as identified on Schedule B and C to C3, described as a "Non-disturbance Area" shall be retained. The Landscaping Plan required pursuant to subsection 3.8.5 shall include a supplementary hazard abatement plan to address this intent. This plan shall be prepared by a qualified person and be subject to review and approval by the Development Officer on the advice of HRM's Urban Forester.

3.7.10 Further to subsection 3.7.9, the hazard abatement plan shall:

- (a) Define appropriate non-disturbance areas around each tree which shall be protected from excavation, grade alteration and vehicle access during all stages of construction, with such areas to be delineated by an appropriate physical protective barrier prior to commencement of any site works; and
- (b) Address the extent of acceptable pruning which may be undertaken, and identify removal of diseased or fallen trees.

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 and ice control, salting of walkways and driveways.

3.9 Signage

3.9.1 A maximum of one ground sign shall be permitted at the entrance to the development to denote the community name. The maximum height of any such sign inclusive of support structures shall not exceed 10 feet (3.05 m) and the face area of any sign shall not exceed 50 square feet (4.65 sq. m.). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.

3.9.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping. The street frontage area of the Lands shall be topsoiled, sodded and landscaped.

3.9.3 Signs shall only be externally illuminated.

3.10 Screening

- 3.10.1 Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing or masonry walls with suitable landscaping.
- 3.10.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the driveway and parking areas and abutting residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All design and construction of primary and secondary service systems shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. Municipal water distribution, sanitary sewer and storm sewer systems shall conform to Halifax Regional Water Commission's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

4.2 Off-Site Disturbance

Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the 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 or primary (as applicable) electrical, telephone and cable service to all buildings shall be underground installation.

4.4 Site Preparation

The Developer shall not commence clearing, excavation or blasting activities required for construction prior to receiving a Development permit.

4.5 Outstanding Site Work

The Municipality may accept securities for the completion of outstanding on-site paving at the time of issuance of the first Occupancy Permit. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.6 Solid Waste Facilities

Each Multi Building (1 & 2) shall include designated space for 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 in consultation with Solid Waste Resources.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 All private 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 and Grading Plans

Prior to the commencement of any onsite works on the Lands, including earth movement 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 a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. No work is permitted on the site until the requirements of this clause have been met and implemented.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.5 of this Agreement;
- (c) Minor changes to the configuration and exterior treatment of the buildings, excluding material type.
- (d) A reduction in townhouses may be permitted by converting stacked townhouses to standard townhouse buildings provided the building footprints as shown in Schedule B remain the same.
- (e) A reduction of the frontage provided the signage under this agreement can be accommodated.

6.2 Substantive Amendments

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 - installation of the footings and foundation for the proposed 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 6.1, 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, 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 Cole Harbour/ Westphal as may be amended from time to time.

7.5 Discharge of Agreement

If the Developer fails to complete the development after 6 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 thirty 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 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 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:

[Redacted Signature]

Witness

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

[Redacted Signature]

Witness

[Redacted Signature]

Witness

3240443 NOVA SCOTIA LIMITED

[Redacted Signature]

HALIFAX REGIONAL MUNICIPALITY

Per

MAYOR

Pe

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 11th day of FEB, A.D., 200 , before me, the subscriber personally came and appeared DONALD GRANT a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that 3240443 NOVA SCOTIA LIMITED, one of the parties thereto, signed, sealed and delivered the same in his presence.



A Commissioner of the Supreme
Court of Nova Scotia

THOMAS O. BOYNE
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 24 day of March, A.D., 200 , before me, the subscriber personally came and appeared before me Ken Bennett & Maria Tassie 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 Mike Savage, its Mayor, and Cathy Mellett, its Municipal Clerk, its duly authorized officers in his presence.



A Commissioner of the Supreme
Court of Nova Scotia

LIAM MACSWEEN
A Commissioner of the
Supreme Court of Nova Scotia

SCHEDULE "A"

**Legal Description of LOT A-1
Resulting from a
Subdivision & Consolidation
Of Portions of Lot R-E1-BX-B and Lot A
Lands conveyed to 3240443 Nova Scotia Limited
Highway No. 7, Westphal, Halifax County, Nova Scotia**

ALL THAT CERTAIN lot, piece or parcel of land situated on the northwestern side of Highway No. 7, Westphal, Halifax County, Nova Scotia shown as Lot A-1 on a plan of survey of Lot A-1 and Lot B-1R, resulting from a subdivision & consolidation of portions of Lot R-E1-BX-B and Lot A, lands conveyed to 3240443 Nova Scotia Limited, certified by Michael J. Crant, Nova Scotia Land Surveyor, dated December 16, 2014 and being Alderney Surveys Limited Drawing No. 141021-2. Said Lot A-1 being more particularly described as follows:

BEGINNING at the point of intersection of a southwesterly boundary of Lot B-1R and a northwestern boundary of Highway No. 7. Said point being South 19 degrees 55 minutes 54 seconds West, a distance of 1488.16 feet from Nova Scotia Coordinate Monument Number 28401, as shown on the above plan;

THENCE South 34 degrees 28 minutes 10 seconds West, a distance of 104.84 feet along said northwestern boundary of Highway No. 7 to a point;

THENCE South 33 degrees 58 minutes 09 seconds West, a distance of 30.16 feet along a northwestern boundary of Highway No. 7 to its intersection with the northeastern boundary of Lot A, lands conveyed to Philip Jordan by deed recorded at the Halifax County Registry of Deeds in Book 7636 at Page 1237;

THENCE North 31 degrees 06 minutes 15 seconds West, a distance of 192.11 feet, along said northeastern boundary of Lot A, lands conveyed to Philip Jordan to the most northerly corner thereof;

THENCE South 54 degrees 23 minutes 16 seconds West, a distance of 116.40 feet, along the northwestern boundary of Lot A, lands conveyed to Philip Jordan to the most westerly corner thereof. Said point also being the most northerly corner of Lot A, lands of Sobeys Land Holdings Limited as described in a deed recorded at the Halifax County Registry of Deeds in Book 6585 at Page 526;

THENCE South 40 degrees 38 minutes 08 seconds West, a distance of 338.37 feet, along the northwestern boundary of said Lot A, lands of Sobeys Land Holdings Limited to the most westerly corner thereof. Said point being on an eastern boundary of Lot J-1A, lands of Madison Realty Limited, as described in a deed recorded at the Halifax County Registry of Deeds in Book 5924 at Page 1000;

THENCE North 18 degrees 54 minutes 34 seconds West, a distance of 690.24 feet, along said eastern boundary of Lot J-1A, lands of Madison Realty Limited to a found witness survey marker;

THENCE continuing North 18 degrees 54 minutes 34 seconds West, a distance of 5 feet, more or less, along the eastern boundary of Lot J-1A, lands of Madison Realty Limited to its intersection with the southern shore of Lake Loon at ordinary high water mark;

THENCE northeasterly, easterly and southeasterly following the various courses of said southern shore of Lake Loon at ordinary high water mark, a distance of 694 feet, more or less, to its intersection with a northwestern boundary of the aforementioned Lot B-1R;

THENCE South 29 degrees 15 minutes 47 seconds West, a distance of 36 feet, more or less, along said northwestern boundary of Lot B-1R to a witness survey marker. Said marker being South 86 degrees 11 minutes 58 seconds East, a distance of 574.73 feet from the previously mentioned found witness survey marker on the eastern boundary of Lot J-1A, lands of Madison Realty Limited;

THENCE continuing South 29 degrees 15 minutes 47 seconds West, a distance of 122.86 feet along the northwestern boundary of Lot B-1R to a point;

Continued...

SCHEDULE "A"

Legal Description of Lot A-1

Page 2

THENCE South 62 degrees 35 minutes 00 seconds West, a distance of 32.96 feet along a northwestern boundary of Lot B-1R to the most westerly corner thereof;

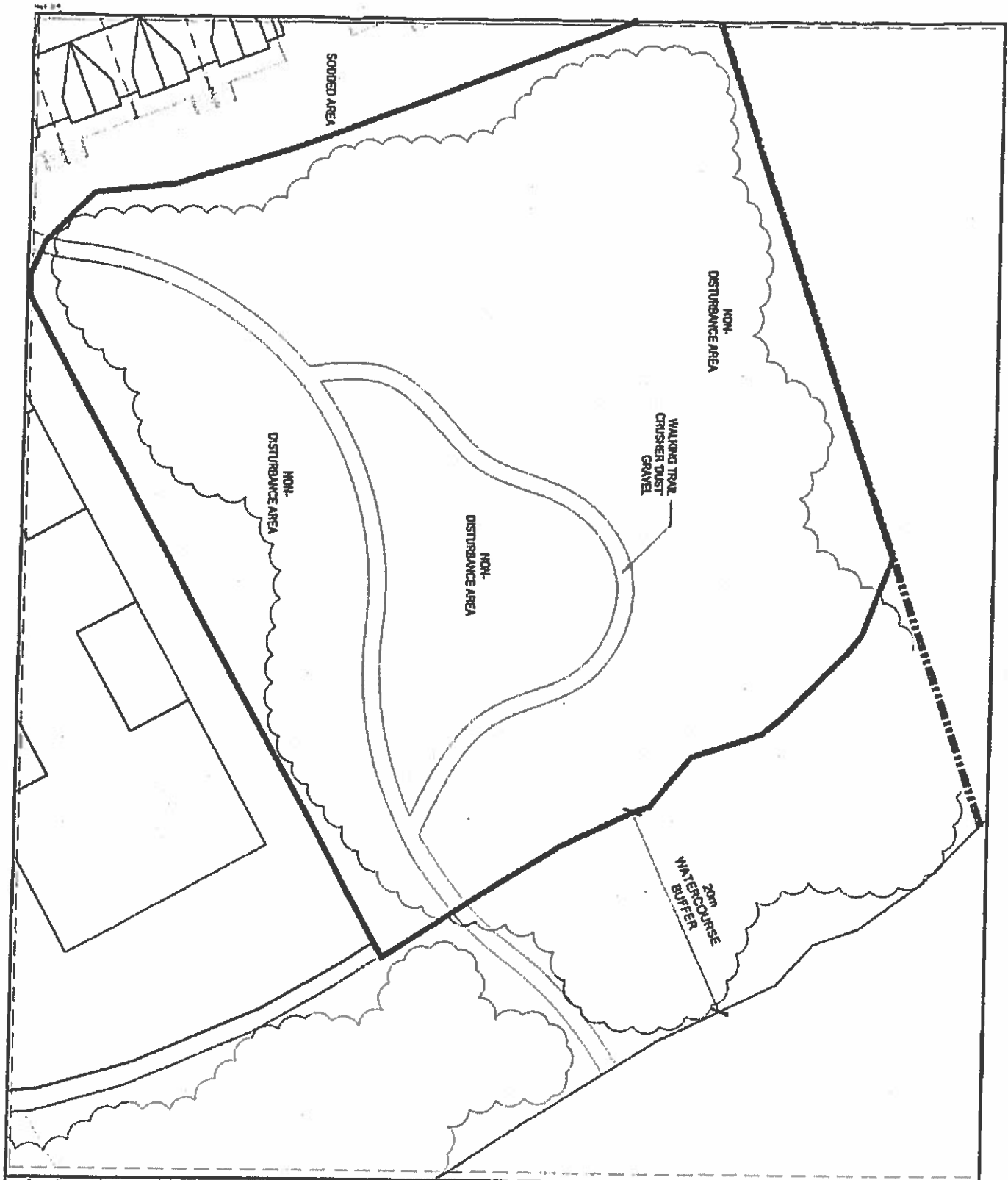
THENCE South 31 degrees 06 minutes 15 seconds East, a distance of 323.65 feet along a southwestern boundary of Lot B-1R to a southerly corner thereof;

THENCE North 34 degrees 28 minutes 10 seconds East, a distance of 81.77 feet along a southeastern boundary of Lot B-1R to a point;

THENCE South 55 degrees 31 minutes 50 seconds East, a distance of 20.00 feet along a southwestern boundary of Lot B-1R to the PLACE OF BEGINNING.

CONTAINING 6.68 acres, more or less.

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



NOTE:
ALL DISTURBED AREAS TO BE
SCOOPED OR LANDSCAPED.
WALKING TRAIL TO BE MAX 1M
TREAD, MINIMAL DISTURBANCE.

Case 18288 Schedule C2
Landscape Plans
SubArea 2

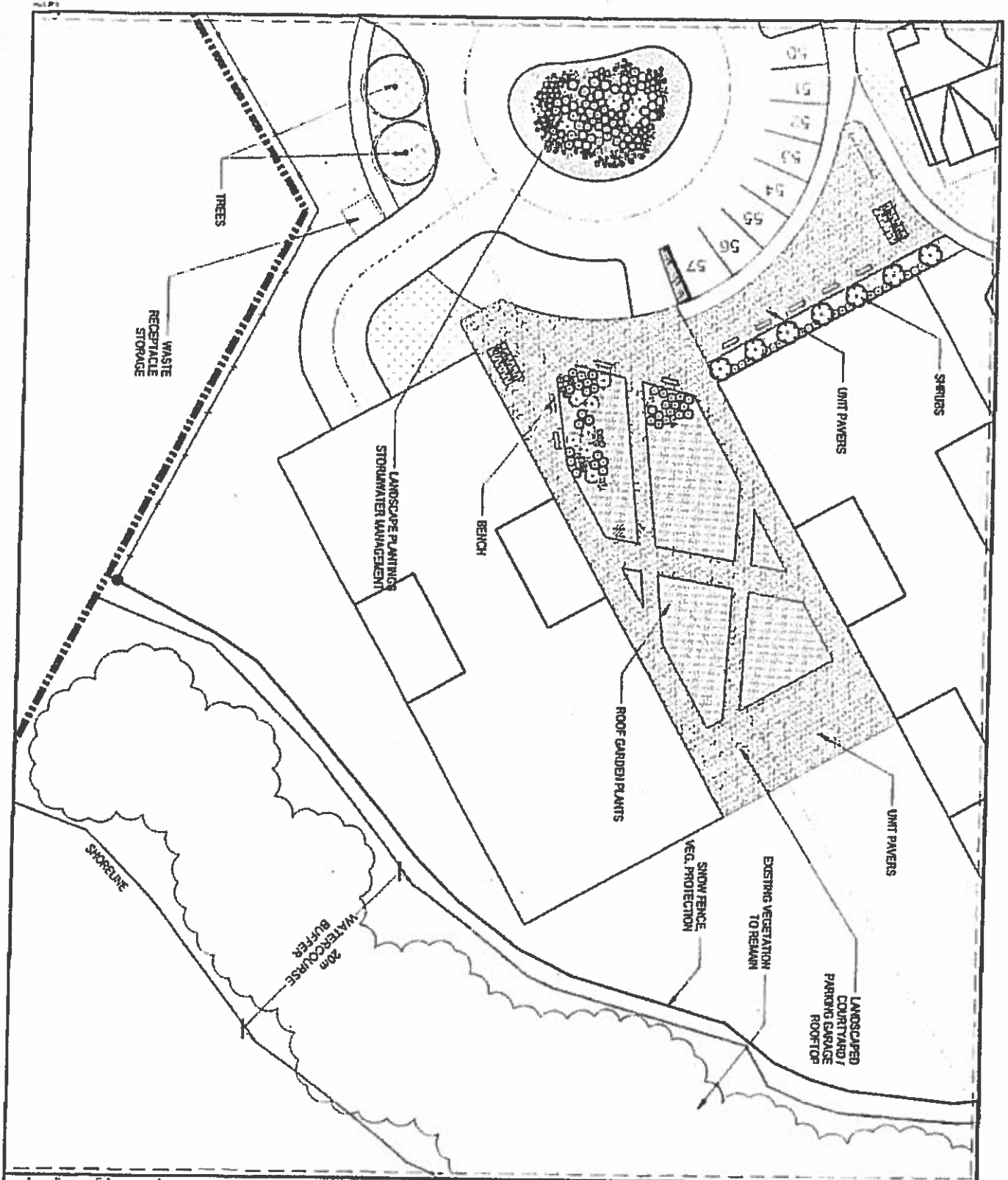


DEPARTMENT OF PLANNING & DEVELOPMENT
1000 LAKE DRIVE, SUITE 100
WILLOWDALE, ONTARIO M2H 3L9
Tel: (416) 302-2200
Fax: (416) 302-2201
www.dpd.com

1000 LAKE DRIVE, SUITE 100
WILLOWDALE, ONTARIO M2H 3L9

DATE: 10/1/2011

NO.	REV.	DATE	BY	CHKD.
1	1	10/1/2011	10/1/2011	10/1/2011
2	2	10/1/2011	10/1/2011	10/1/2011
3	3	10/1/2011	10/1/2011	10/1/2011
4	4	10/1/2011	10/1/2011	10/1/2011
5	5	10/1/2011	10/1/2011	10/1/2011



Case 18288 Schedule C3
Landscape Plans
SubArea 3

NOTE:
ALL DISTURBED AREAS TO BE
SEED OR LANDSCAPED.



PLANNING & DESIGN
1000 West 1st Avenue, Suite 100
Vancouver, BC V6C 1A7
Tel: 604-681-1111
Fax: 604-681-1112
www.planninganddesign.ca

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Vancouver, BC V6C 1A7
Tel: 604-681-1111
Fax: 604-681-1112
www.planninganddesign.ca

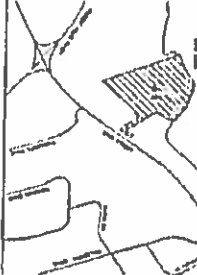
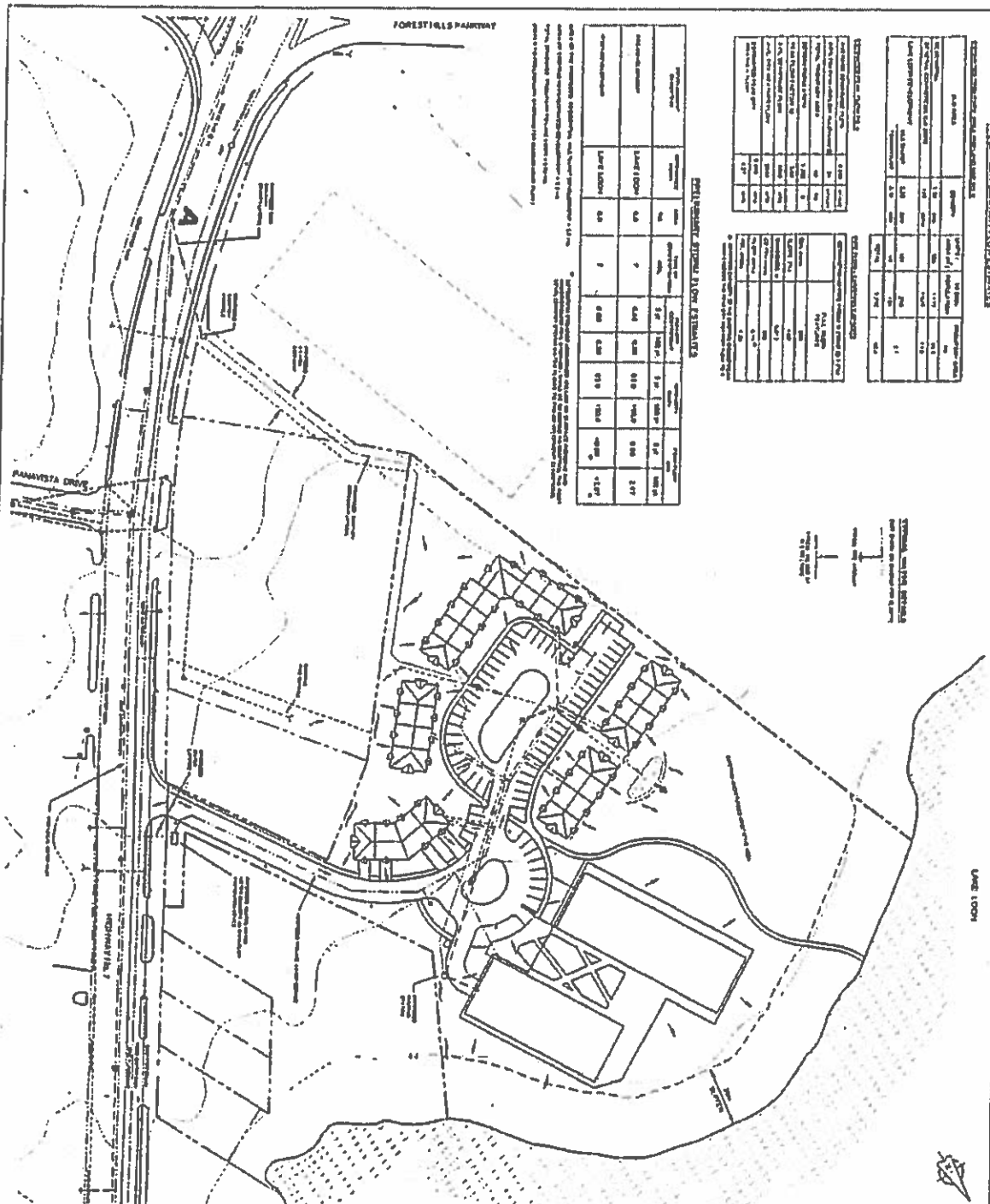
1000 West 1st Avenue, Suite 100
Vancouver, BC V6C 1A7
Tel: 604-681-1111
Fax: 604-681-1112
www.planninganddesign.ca

1000 West 1st Avenue, Suite 100
Vancouver, BC V6C 1A7
Tel: 604-681-1111
Fax: 604-681-1112
www.planninganddesign.ca

[illegible][illegible]

Polymer type/ polymerization method	Polymerization temperature/ time		Inherent viscosity, dL/g	Inherent viscosity, dL/g	η_{sp}/c , dL/g	η_{sp}/c , dL/g	Polymer molecular weight
	Temp., °C	Time, min					
Polystyrene	100	10	0.44	0.20	0.015	0.06	2.97
Polystyrene	140	7	0.44	0.20	0.015	0.06	2.97
Polystyrene	140	7	0.44	0.20	0.015	0.06	2.97

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AN epidemiologic study with duration ranging up to 20 years, published by the New York University School of Medicine, has found that the risk of developing coronary artery disease is 10 times as high in smokers as in nonsmokers. The study, which was conducted by Dr. David A. Hamburg, M.D., and Dr. Robert A. Hebert, M.D., is the first to show that the risk of developing coronary artery disease is 10 times as high in smokers as in nonsmokers. The study, which was conducted by Dr. David A. Hamburg, M.D., and Dr. Robert A. Hebert, M.D., is the first to show that the risk of developing coronary artery disease is 10 times as high in smokers as in nonsmokers.

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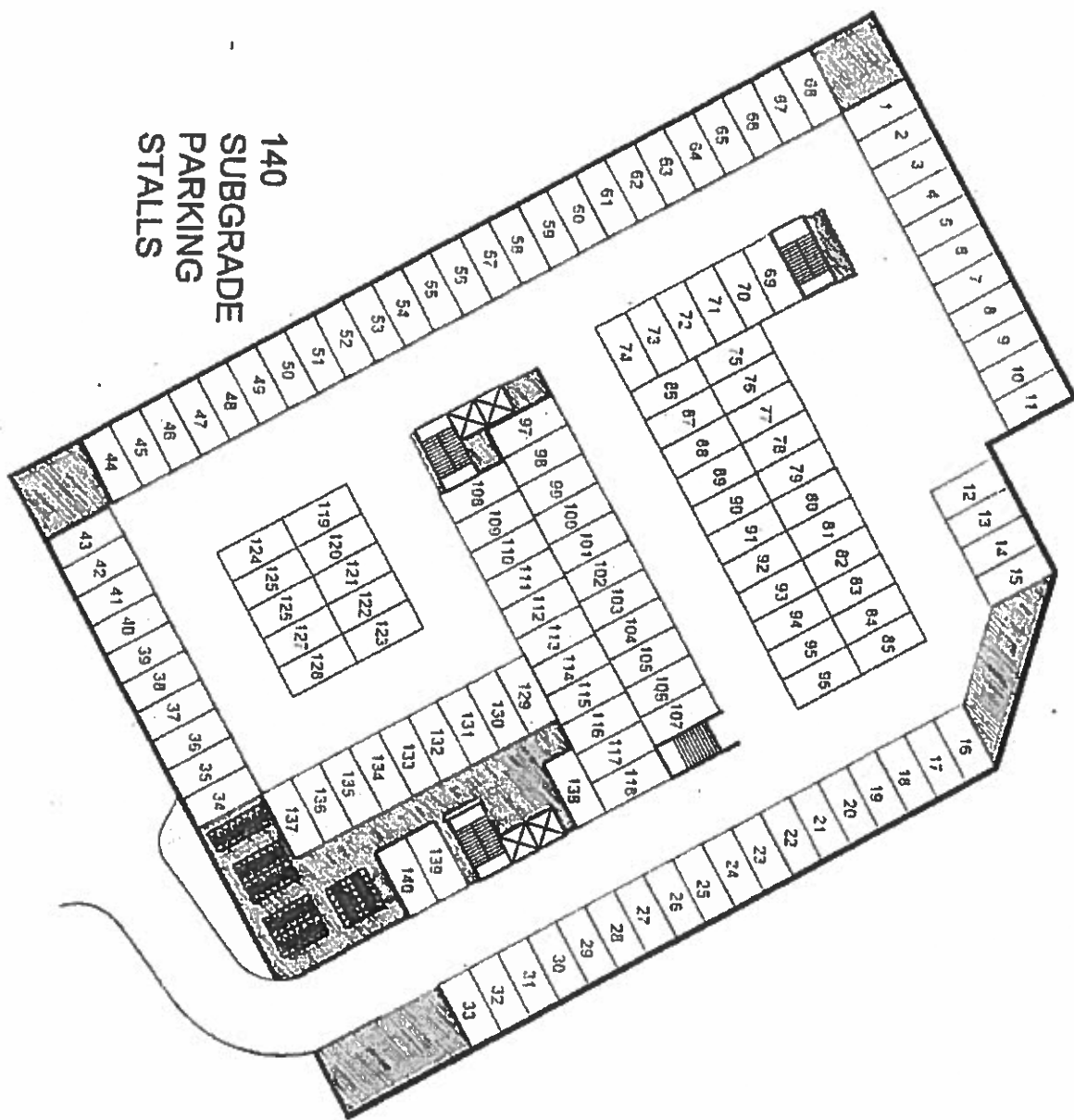


0-9

EXTENDING SCALING TO

CONCLUSIONS

Location	Survey	Investigation Date	Reference
0111			14-11801
0111			14-11801

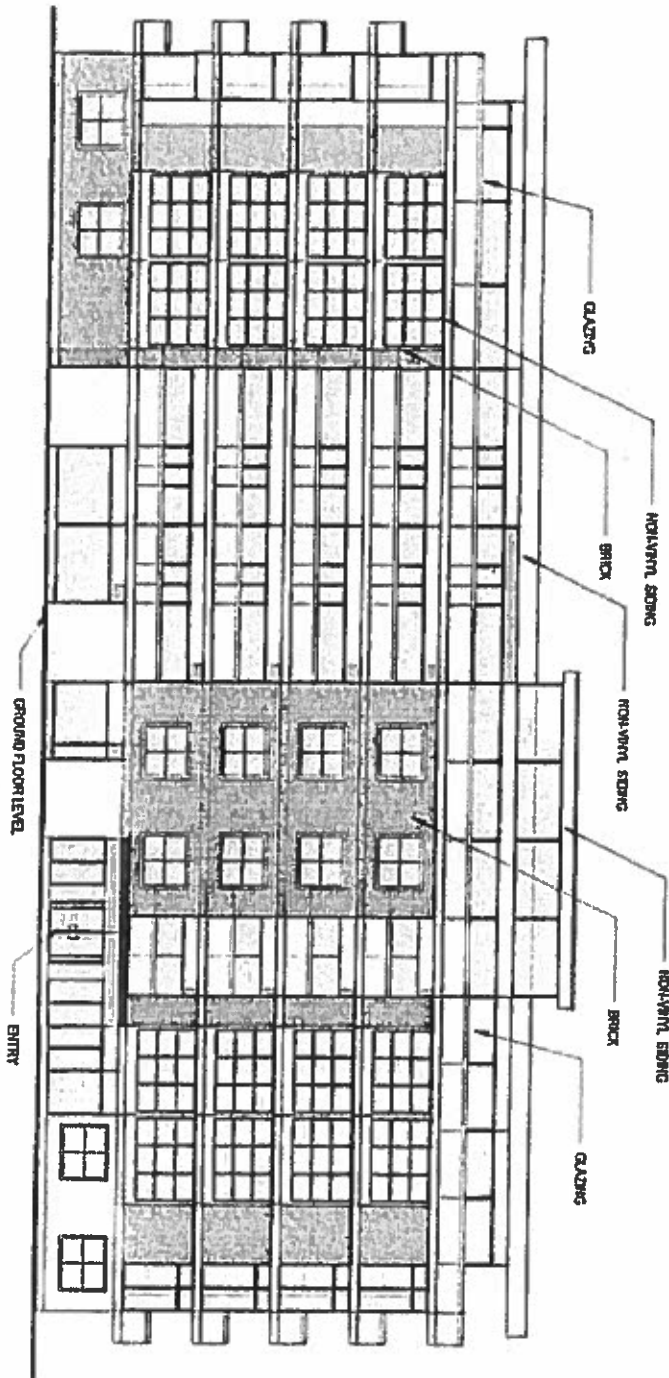


Case 18288
Schedule F - Interior Parking Plans



PLANNING & DESIGN
1000 10th Avenue NW
Room 1000
Seattle, WA 98101
206.462.1000

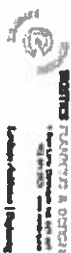
1000 10th Avenue NW
Room 1000
Seattle, WA 98101
206.462.1000



MUD1 - ELEVATION 3

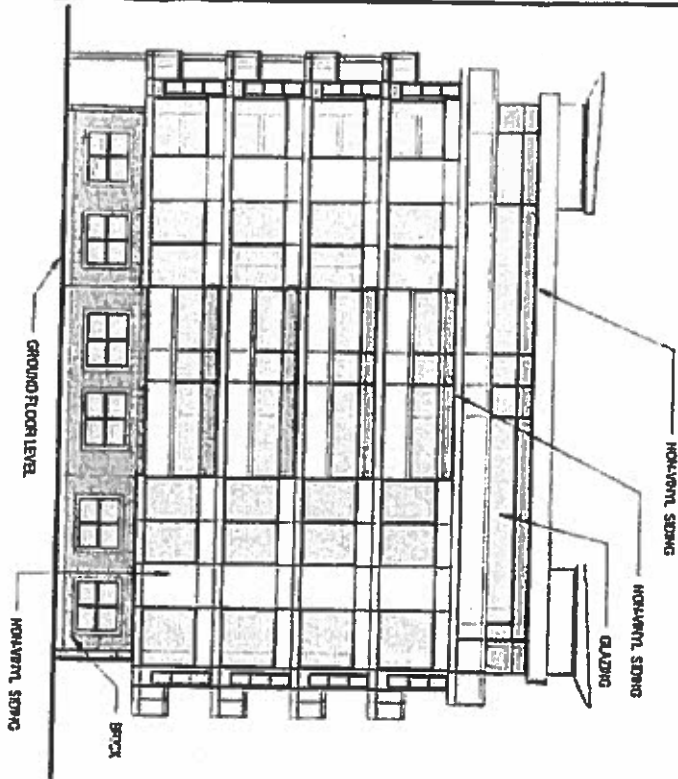
NOTE: REFERENCE AND LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

Case 18288
Schedule G Multi Building 1
Front

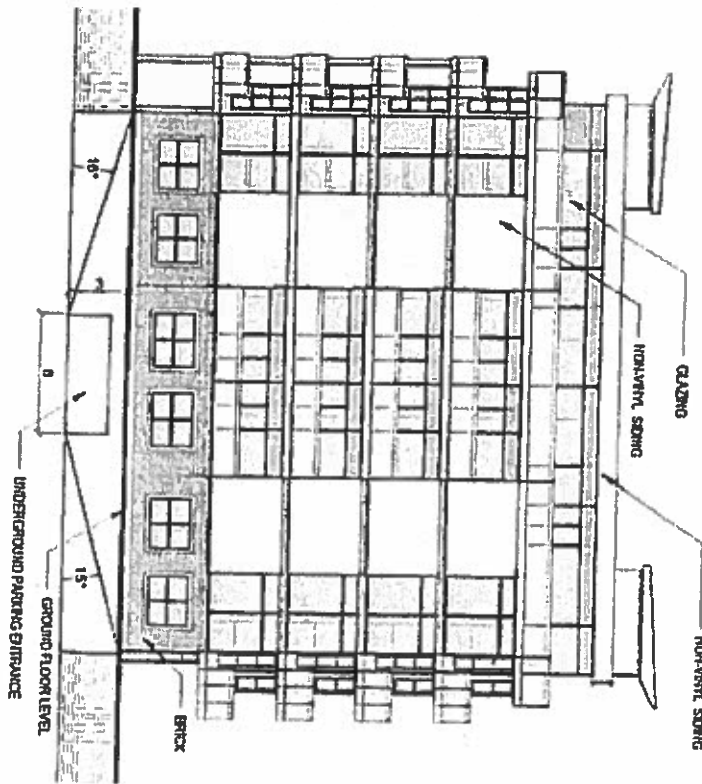


LIBRARY DEVELOPMENT
MAY 14, 2010

10	21
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MUD1 - ELEVATION 2



MUD1 - ELEVATION 4

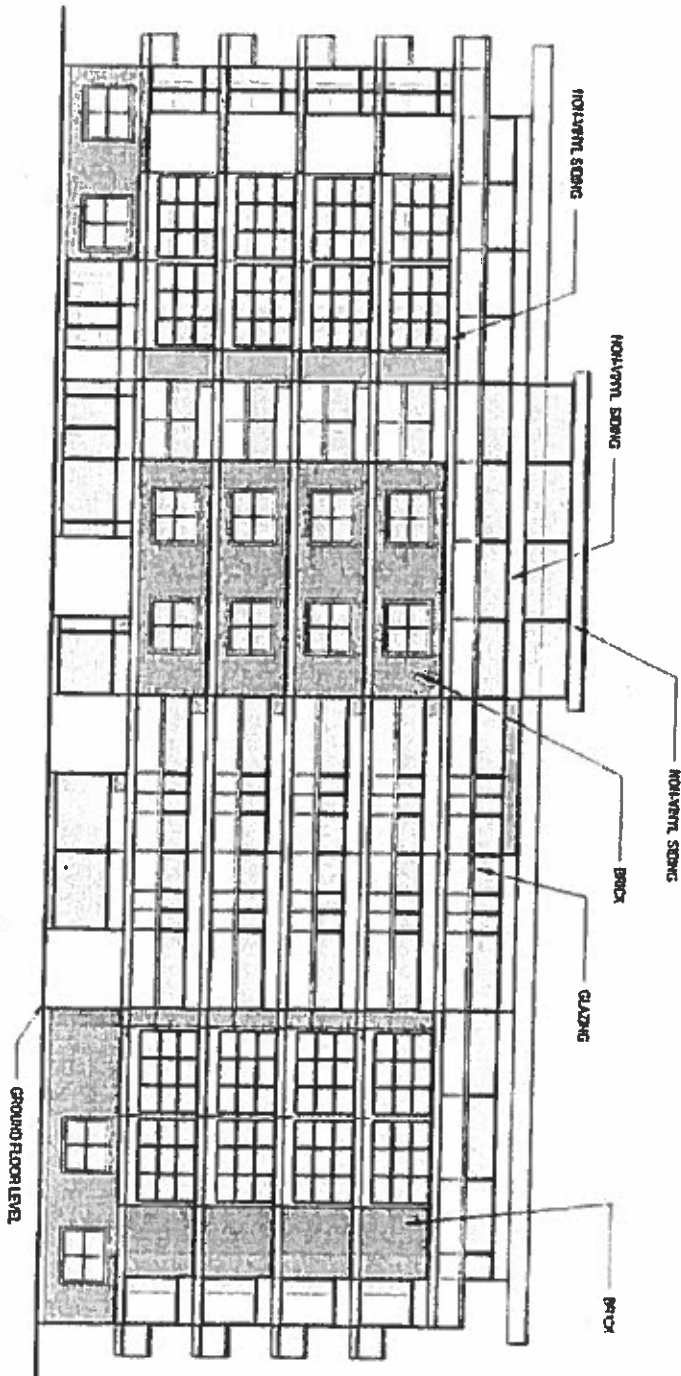
NOTE: REFERENCE AND LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

Case 18288
Schedule G1 - Multi Building 1
Side

EXISTING PLANNING & DESIGN
1. The City of Chicago has approved the site plan
for the proposed development.
2. The City of Chicago has approved the site plan
for the proposed development.
3. The City of Chicago has approved the site plan
for the proposed development.

LOCAL ENVIRONMENT
HOSPITAL 100

120	200	300	400	500	600	700	800	900	1000
10	20	30	40	50	60	70	80	90	100
11	21	31	41	51	61	71	81	91	101



MUD1 - ELEVATION 1

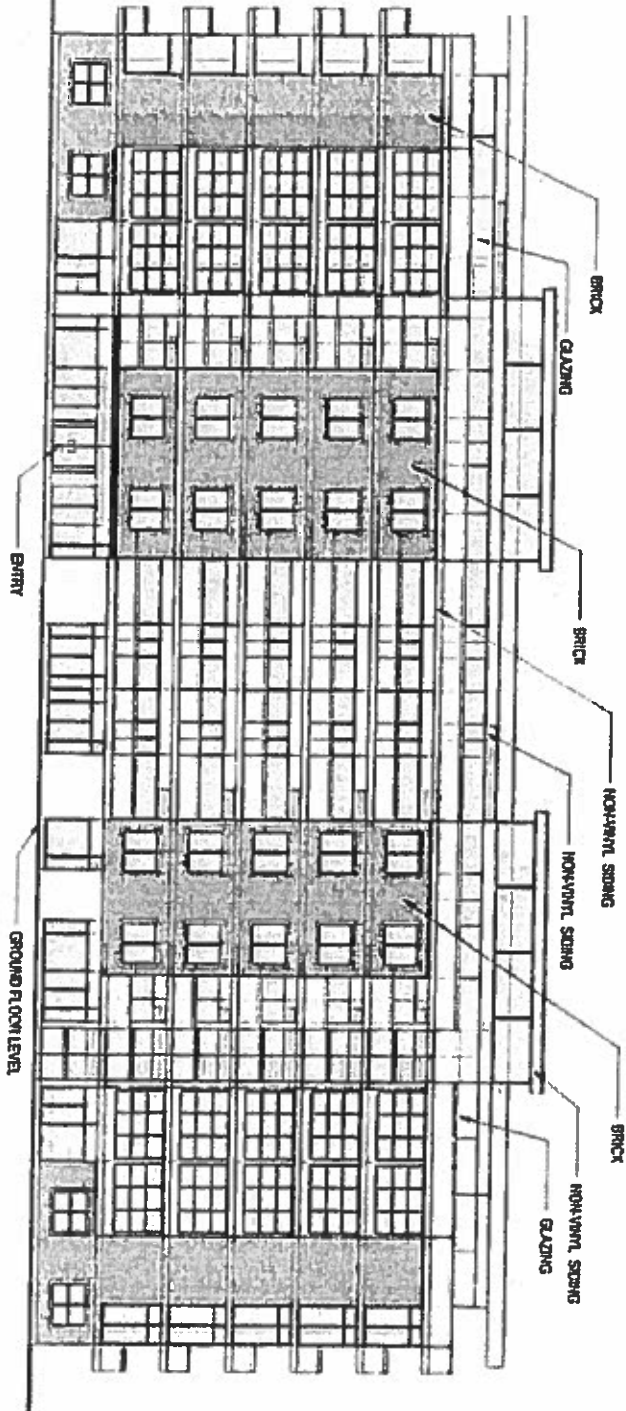
NOTE: REFERENCE LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

Case 18288
Schedule G2 Multi Building 1
Rear



DEPARTMENT OF PLANNING & RESEARCH

Engineering Division / Planning



MUD2 - ELEVATION 1

NOTE: REFERENCE AND LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

Case 18288
Schedule H Multi Building 2
Front

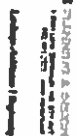


1000 LANE 1000 LANE
SUITE 1000 SUITE 1000

11	21
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1001

Question	Answer
1. What is the purpose of the study?	To determine the effect of the use of a computer on the learning of the English language.
2. What is the research design?	Experimental design.
3. What is the independent variable?	The use of a computer.
4. What is the dependent variable?	The learning of the English language.
5. What is the sample size?	100 students.
6. What is the data collection method?	Questionnaire and interview.
7. What is the data analysis method?	Statistical analysis.
8. What is the conclusion?	The use of a computer has a positive effect on the learning of the English language.



LEON LUTZ DEVELOPMENT
WILSON, MO

10	20	30	40	50	60	70	80	90	100
1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

GROUND FLOOR LEVEL

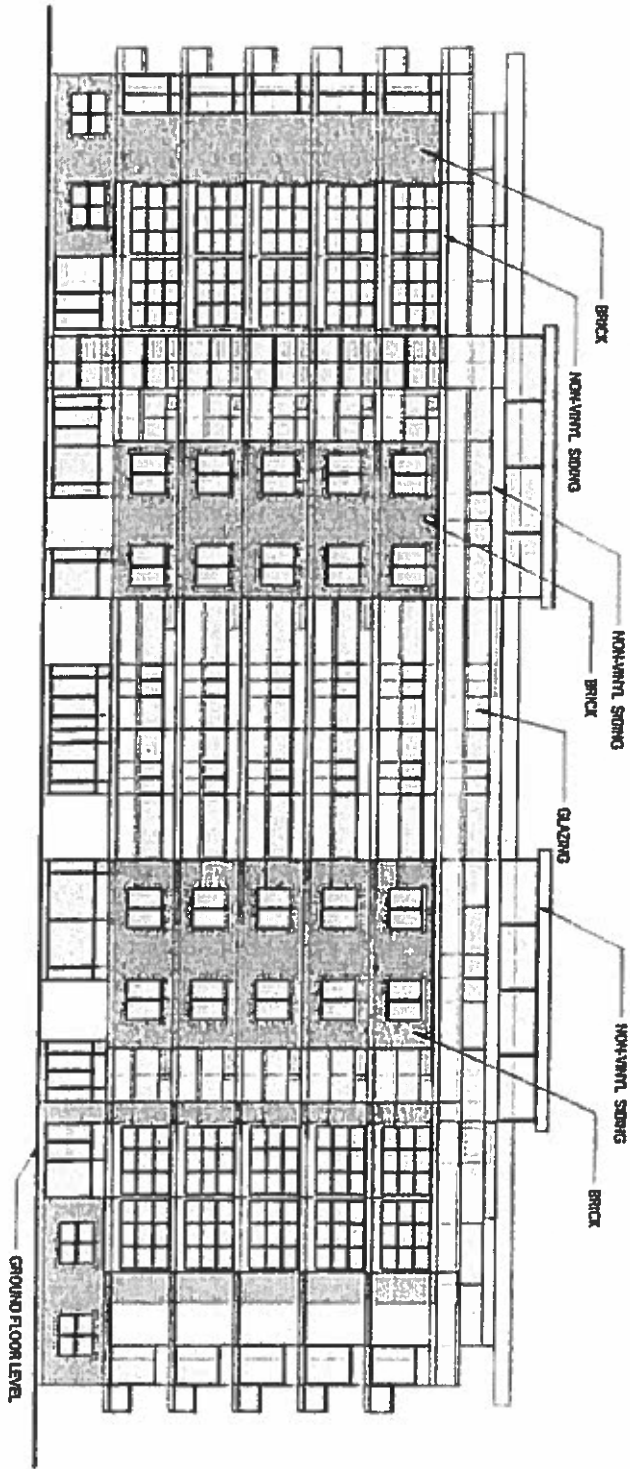
BRICK

NON-WIND SODING

GLAZING

NON-WIND SODING

Architectural drawing of a building facade. The drawing shows a grid of windows. Labels include: "GROUND FLOOR LEVEL" on the left, "BRICK" pointing to the lower section, "NON-VINYL SIDING" pointing to the upper section, and "GLAZING" pointing to the window panes.



MUD2 - ELEVATION 3

NOTE: REFERENCE AND LAYOUT
DRAWING FOR ELEVATION
LOCATIONS

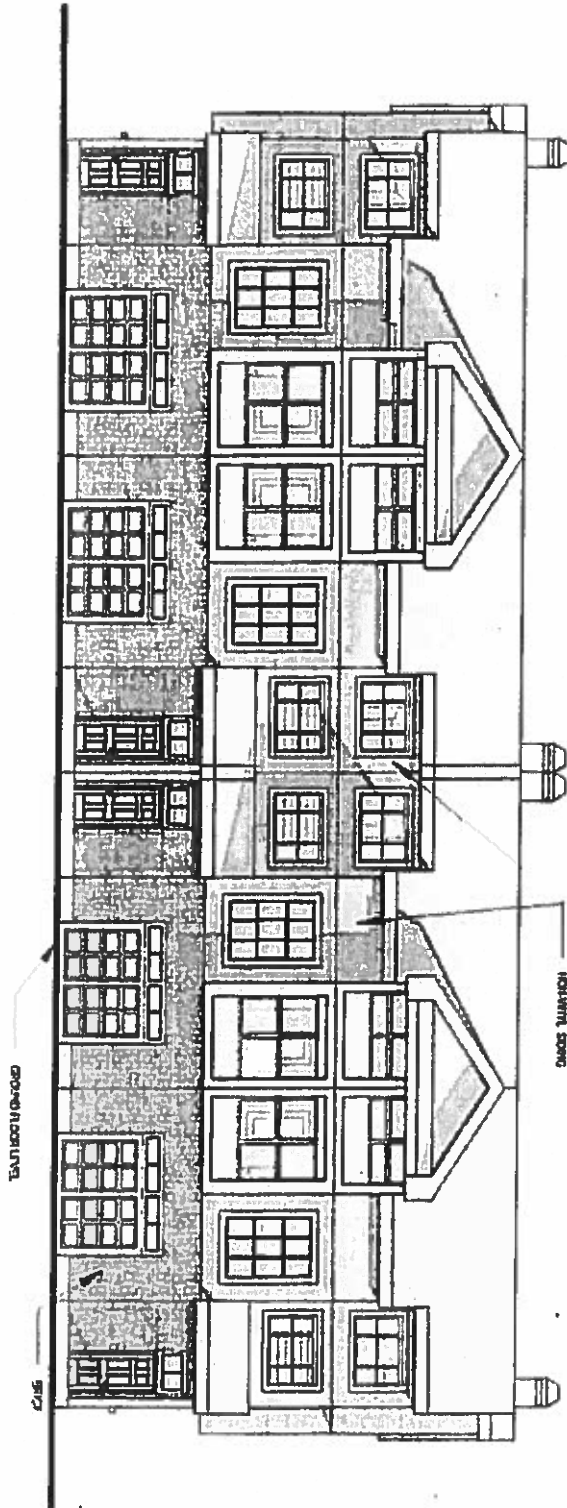
Case 18288
Schedule H2 Multi Building 2
Rear



LOCALITY ENVIRONMENT
MUD2.02

13	21
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TYPICAL TOWNHOUSES - ELEVATION 3



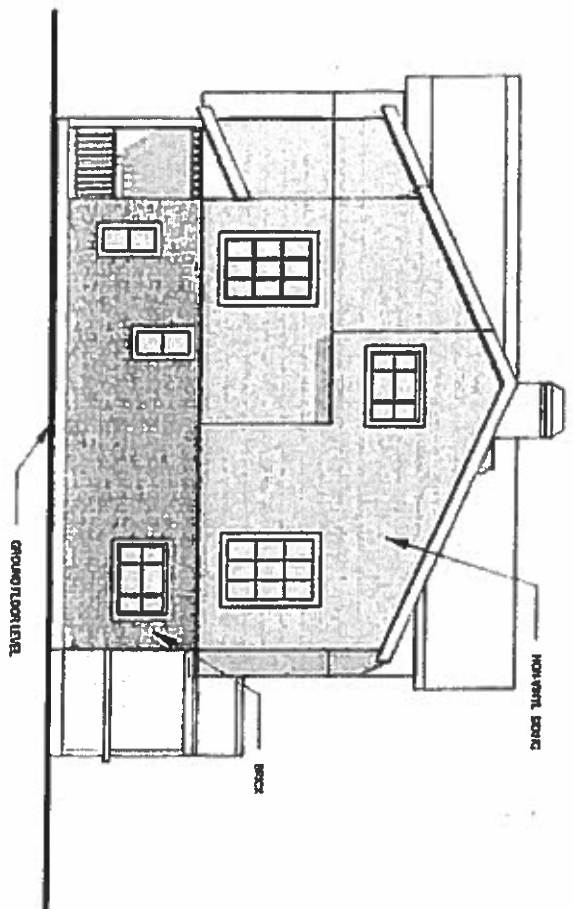
NOTE: REFERENCE TOWNHOUSES
LAYOUT DRAWING FOR
ELEVATION LOCATIONS

Case 18288
Schedule I Standard Townhouse
Elevation Plans
Front

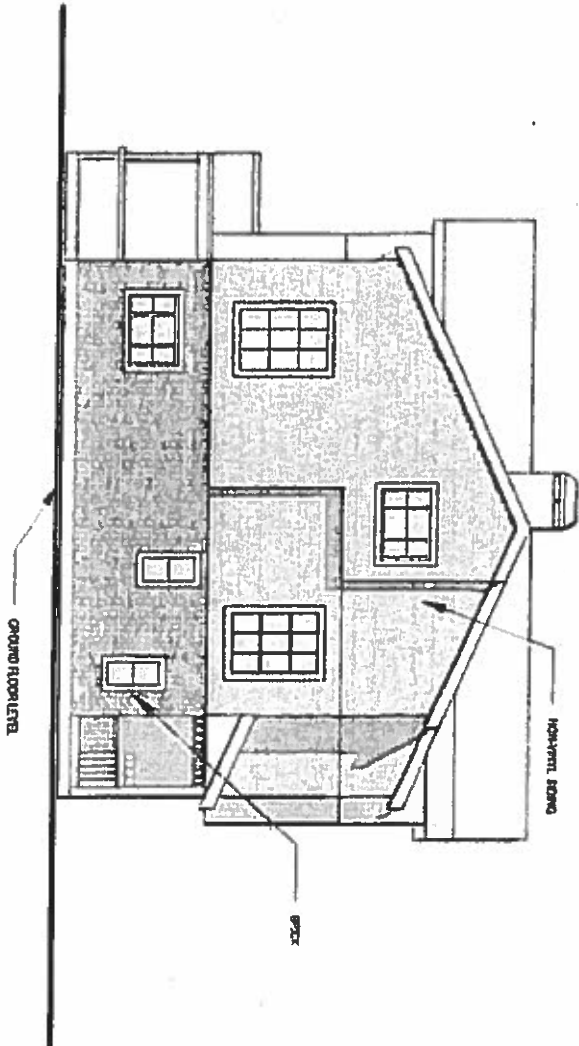
REYNOLDS & REYNOLDS
PLANNING & DESIGN
10000 10th Avenue NE
Seattle, WA 98120
Phone: (206) 761-1111
Fax: (206) 761-1112
www.reynoldsandreynolds.com

PROJECT DEVELOPER
HARTLAND

NO.	DATE	DESCRIPTION	BY
21			
21			



TYPICAL TOWNHOUSES - ELEVATION 2



TYPICAL TOWNHOUSES - ELEVATION 4

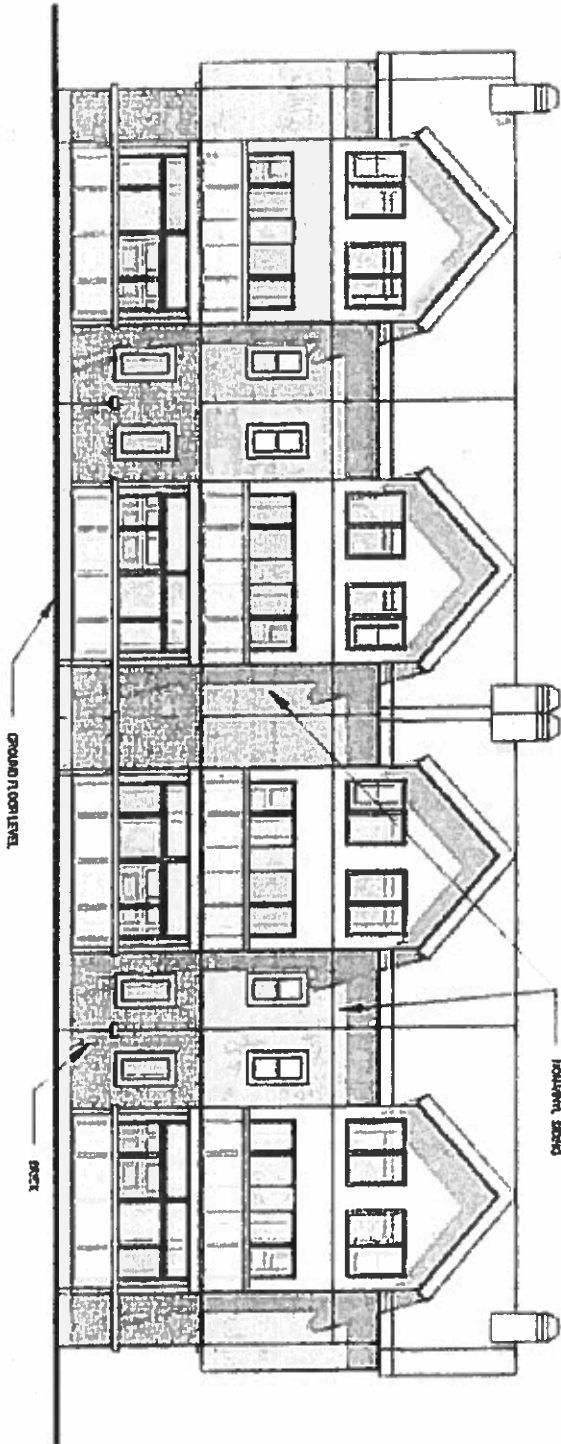
NOTE: SEE THESE TOWNHOUSES
LAYOUT DRAWINGS FOR
ELEVATION LOCATIONS

Case 18288
Schedule I1 Standard Townhouse
Elevation Plans
Side



IDEAL ENVIRONMENT
H&M 16

20	21
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TYPICAL TOWNHOUSES - ELEVATION 1

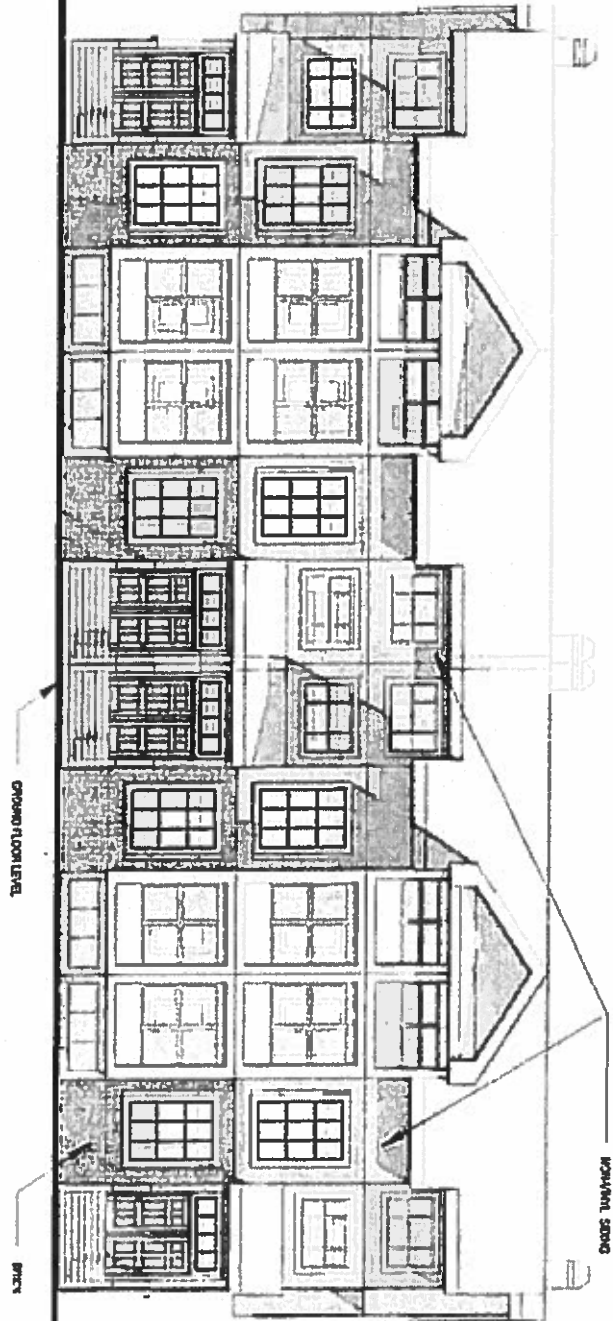
NOTICE: THESE TOWNHOUSES
LAYOUT DRAWING FOR
ELEVATION LOCATIONS

Case 18288
Schedule I 2 Standard Townhouse
Elevations Plans
Rear

BRITISH PLANNING & DESIGN
1000 JAY STREET, SUITE 100
VANCOUVER, BC V6E 2E9
Tel: 604.681.1111 Fax: 604.681.1112
Website: www.bpd.ca

1000 JAY STREET, SUITE 100
VANCOUVER, BC V6E 2E9

1000 JAY STREET, SUITE 100 VANCOUVER, BC V6E 2E9	19
	21



STANDARD STACKED TOWNHOUSES - ELEVATION 3

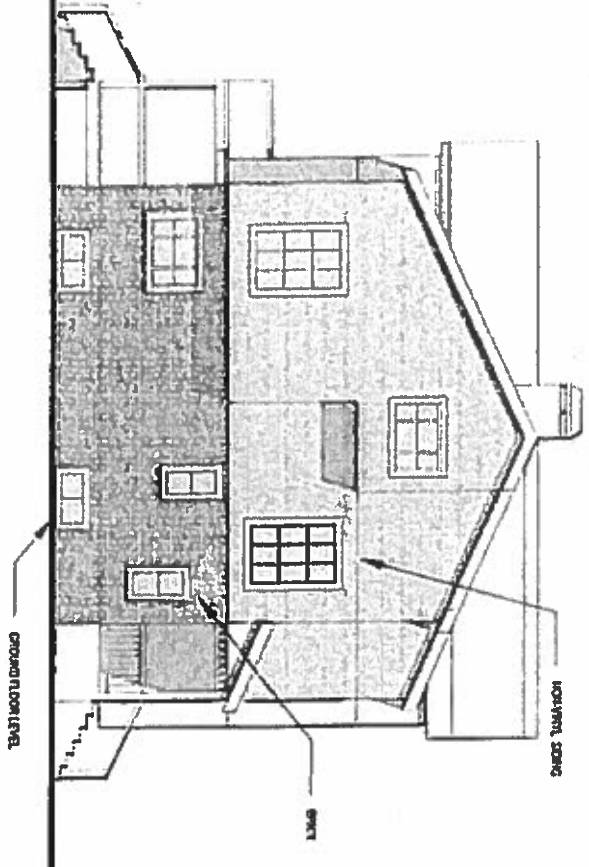
NOTE: REFERENCE TOWNHOUSES
LAYOUT DRAWING FOR
ELEVATION LOCATIONS

Case 18288
Schedule J Stacked Townhouse
Elevation Plans
Front

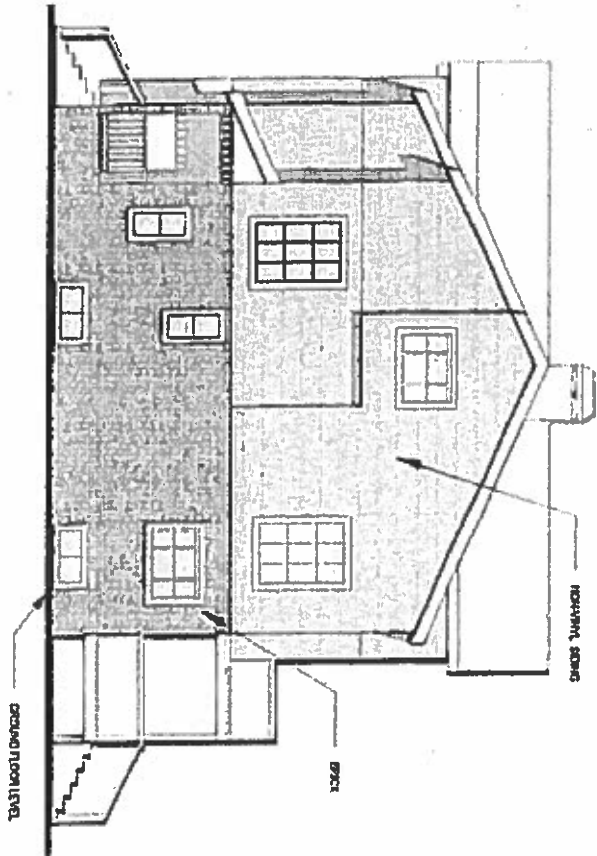
BERNARD BARNARD & PARTNERS
1000 West Broadway, Suite 1000
Seattle, WA 98101
206.461.1111
bernardbarnard.com

LODGE DEVELOPMENT
PHASE 1A

18	21
18	21



STANDARD STACKED TOWNHOUSES - ELEVATION 2



STANDARD STACKED TOWNHOUSES - ELEVATION 4

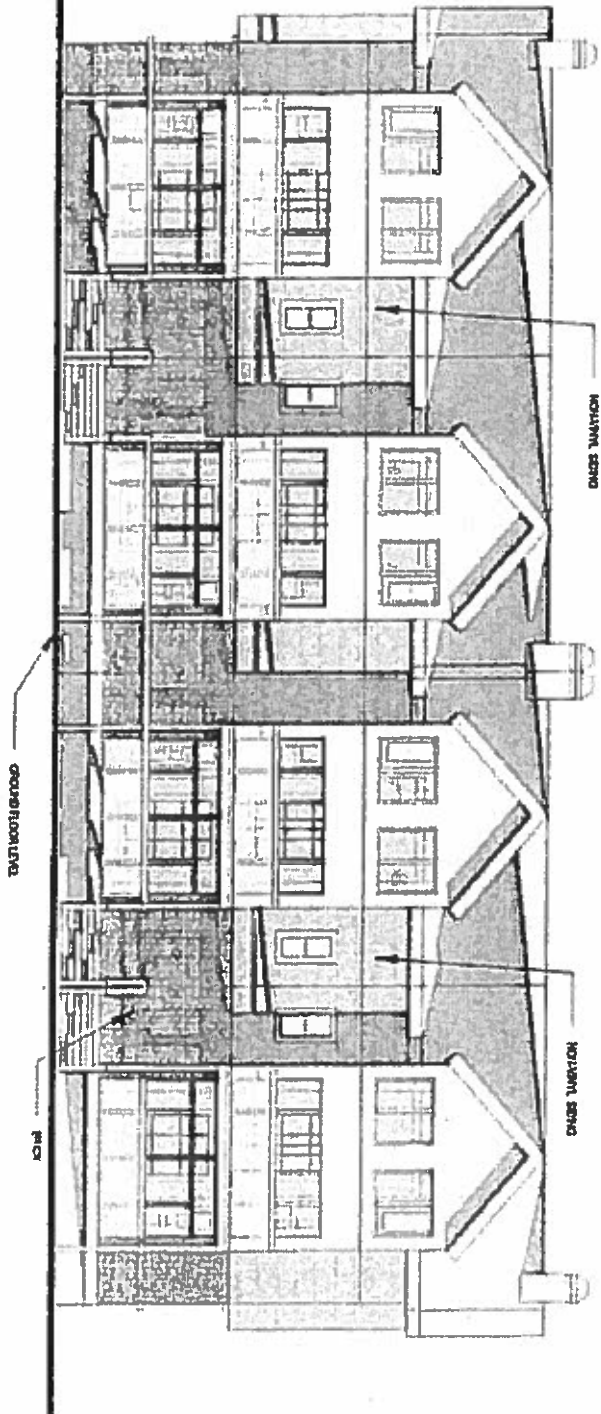
NOTE: REFERENCE TOWNHOUSES
LAYOUT DRAWING FOR
ELEVATION LOCATIONS

Case 18288
Schedule J1 Stacked Townhouse
Elevation Plans
Side

SCOTT'S PLANNING & DESIGN
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100-10000 100-10000 100-10000
100-10000 100-10000 100-10000
100-10000 100-10000 100-10000

17	21
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STANDARD STACKED TOWNHOUSES - ELEVATION 1

NOTE: REFERENCE TOWNHOUSES
LAYOUT DRAWING FOR
ELEVATION LOCATIONS

Case 18288
Schedule J2 Stacked Townhouse
Elevation Plans
Rear



LEGEND: EXTERIOR
WALLS

16	21
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3240443 NOVA SCOTIA LIMITED
a body corporate in the
County of Halifax,
Province of Nova Scotia,
(hereinafter called the "Developer")

MAINTAINED (LR)
SCANNED
QC



OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY
A municipal body corporate,
(hereinafter called the
"Halifax Regional Municipality")

OF THE SECOND PART

DEVELOPMENT AGREEMENT
