

Attachment D

Relevant Sections and Schedules of the Existing Development Agreement

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be non substantive and may be amended by resolution of Council.

- (a) Minor changes to the exterior materials of the building;
- (b) Minor changes to the location and layout of the private park or parking areas as illustrated on Schedule B;
- (c) An increase in the square footage of office or retail space permitted on the Lands as specified in this Agreement;
- (d) An increase in the number of 1 bedroom units permitted in the multi-unit building provided that the overall number of dwelling units within the building does not exceed 216;
- (e) The granting of an extension to the date of commencement of construction as identified in Subsection 7.3.1 of this Agreement; and
- (f) The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced by July 18, 2021, 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 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 Dartmouth, as may be amended from time to time.

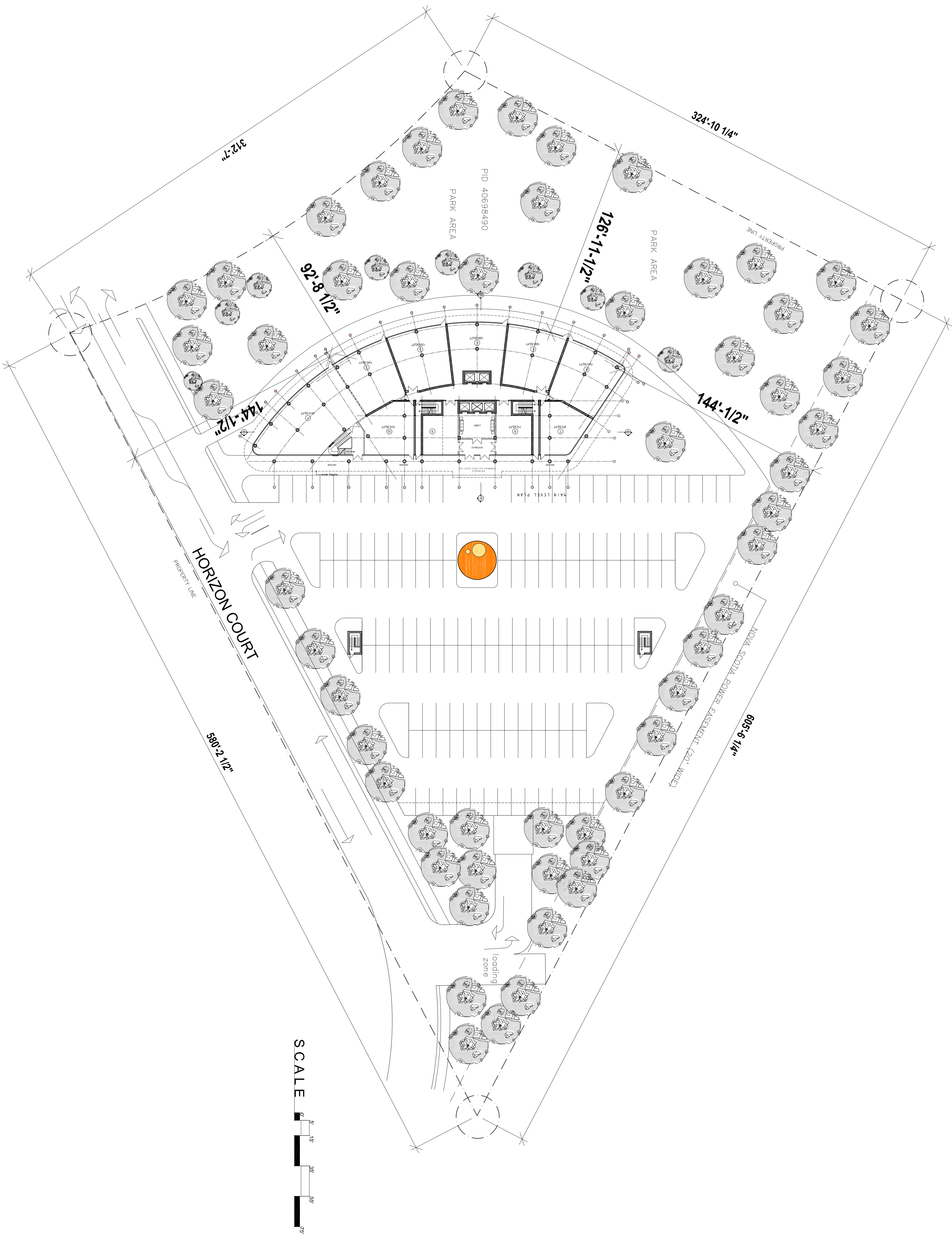
7.5 Discharge of Agreement

If the Developer fails to complete the development by July 18, 2025, 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.

Case 17143 Schedule B: Site Plan

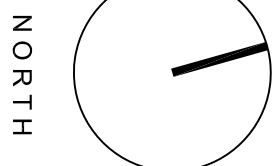
not for construction



SCALE 0 15 35 50 75

HORIZON CRT
CAN-EURO INVESTMENTS LTD.
DARTMOUTH, NS

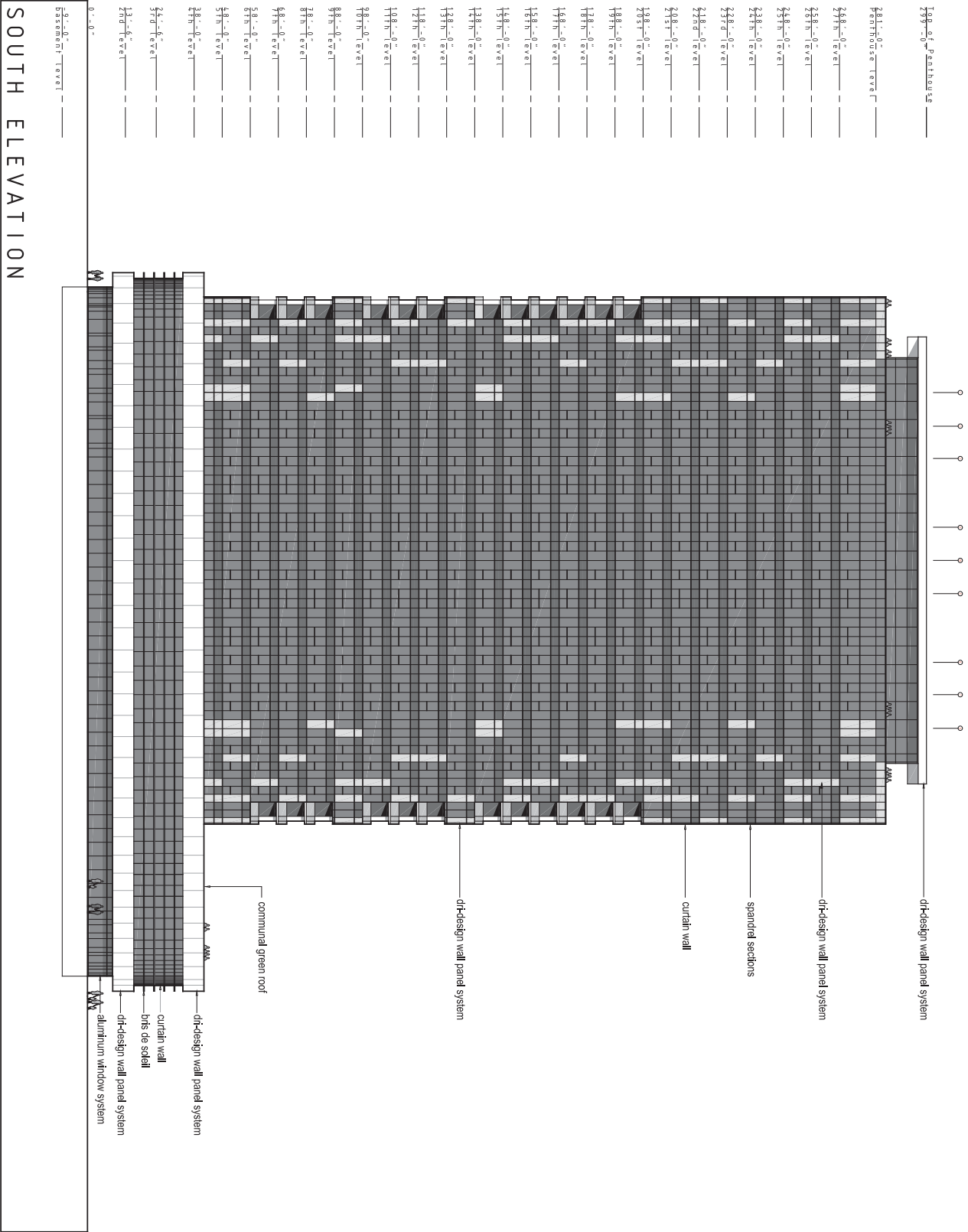
Geoff Keddy Architect
and Associates Ltd.
5357 Inglis Street
Halifax, Nova Scotia
B3H 1J4
902 420 9400
902 406 6056



SITE PLAN
scale: 1/32"=1'-0"

date: 09/03/12
drawn by: m/asa
ch'd by: gk

A100



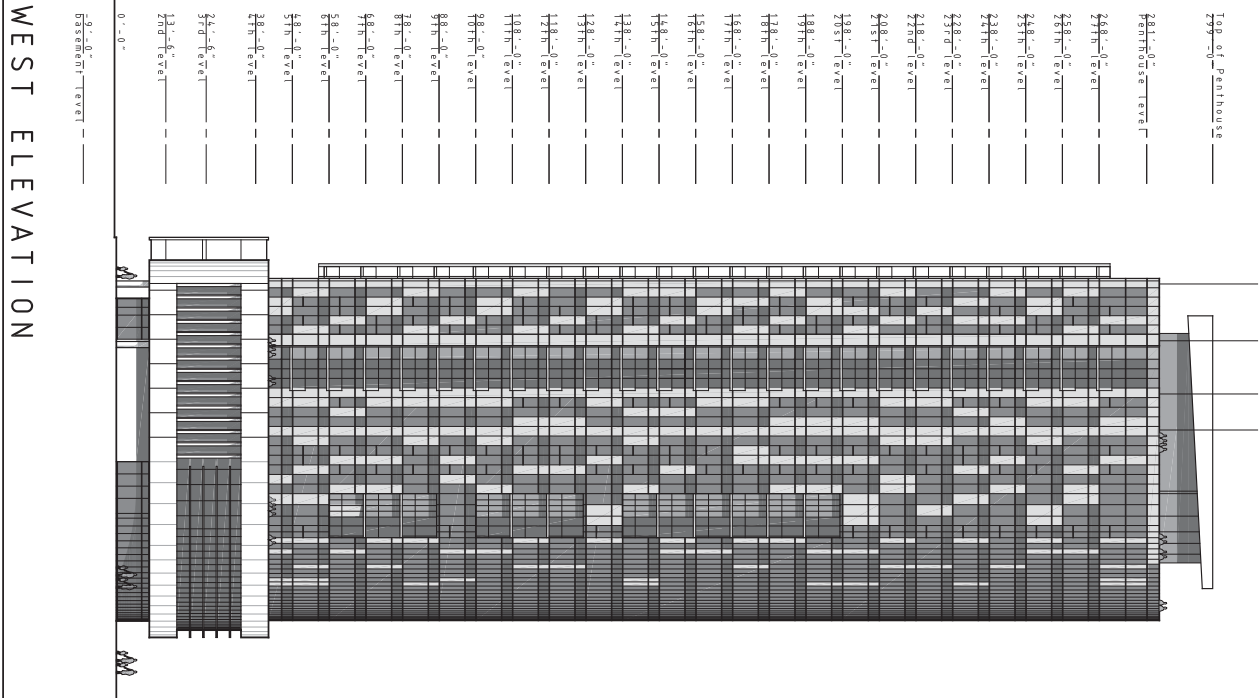
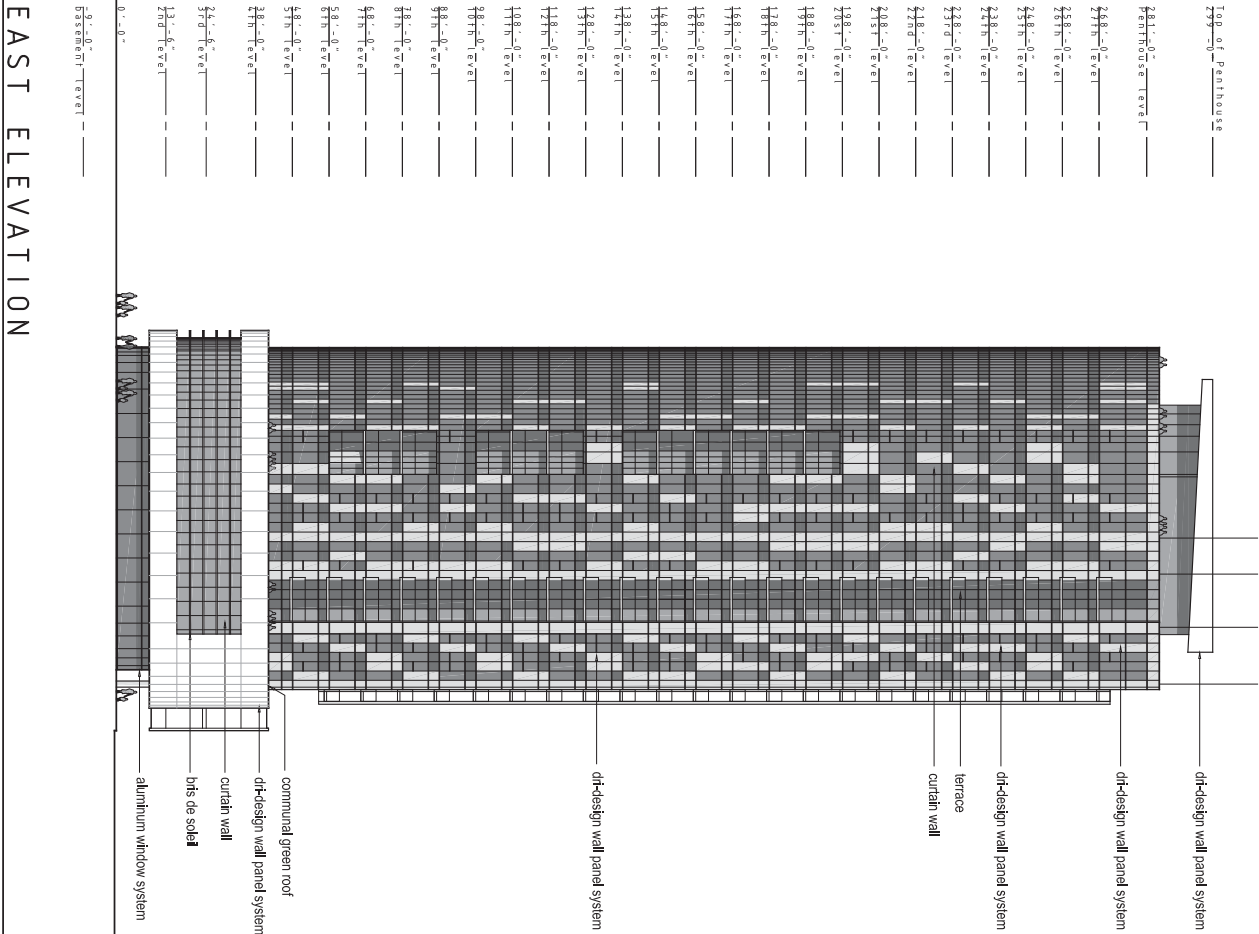
not for construction

I HORIZON CRT
CAN-EURO INVESTMENTS LTD.
DARTMOUTH, NS

Gaof Keady Architect
and Associates Ltd.
5527 Route 104
Dartmouth, Nova Scotia
B3H 1J4
902 420 9400
902 406 6056

SOUTH ELEVATION
scale: 1/16"=1'-0"

A301



not for construction

I HORIZON CRT

CAN-EURO INVESTMENTS LTD.
DARTMOUTH, NS

GORT KEDDY ARCHITECT

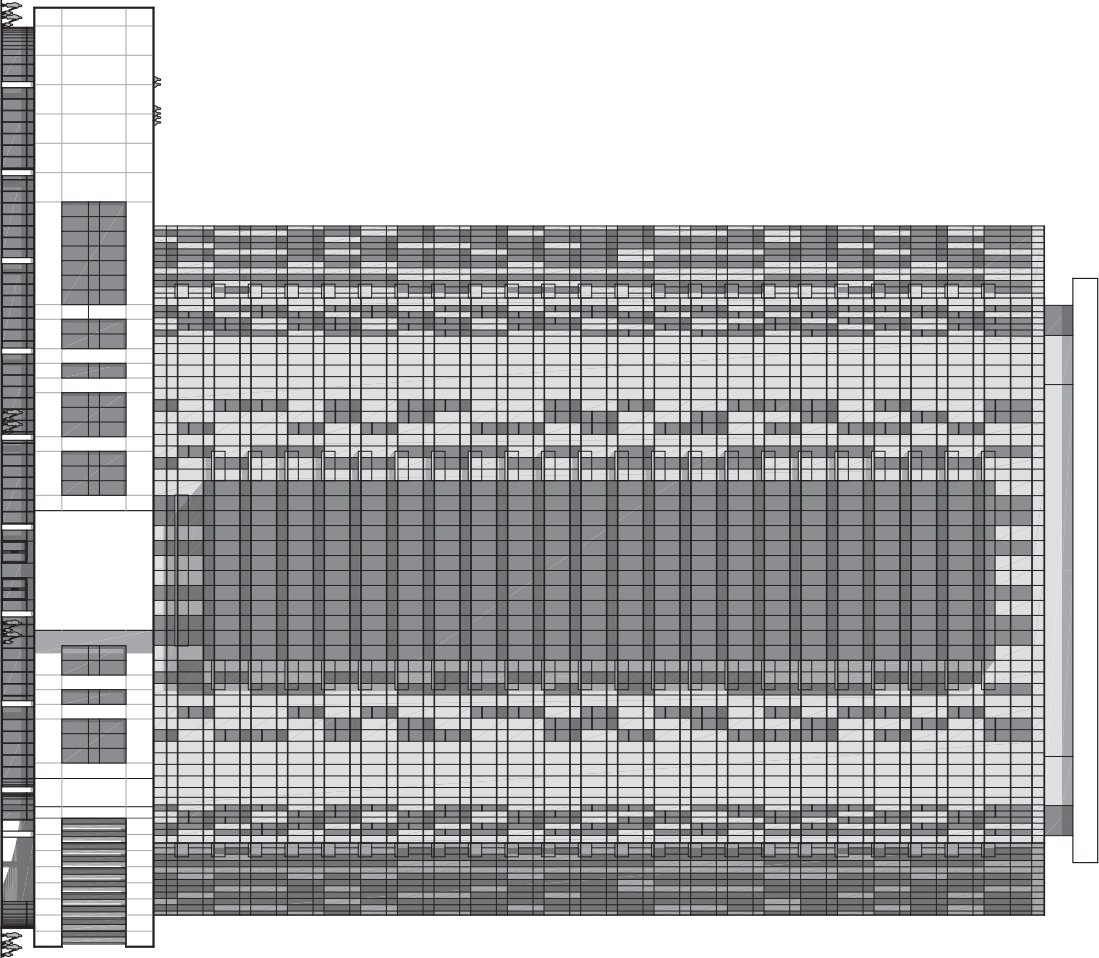
and Associates Ltd.
5557 HURON STREET
HARTFORD, CT 06105
902.420.9400
902.408.6050

EAST / WEST ELEVATIONS

scale: 1/16"=1'-0"

A302

169'-0" Penthouse level	
161'-0" Penthouse level	
148'-0" level	
137'-0" level	
126'-0" level	
115'-0" level	
104'-0" level	
93'-0" level	
82'-0" level	
71'-0" level	
60'-0" level	
49'-0" level	
38'-0" level	
27'-0" level	
16'-0" level	
5'-0" level	
0'-0" level	
Basement level	



NORTH ELEVATION

not for construction

**HORIZON CRT**

CAN-EURO INVESTMENTS LTD.
DARTMOUTH, NS

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