

Form 24

Purpose: to request or direct a revision of title and Certificate of Legal Effect

For Office Use

Registration district:	Halifax County
Submitter's user number:	3517
Submitter's name:	David G. Lewis

In the matter of Parcel Identification Number (PID)

PID: 00428722	PID: 00428730
PID: 00428748	PID: 00430090

HALIFAX COUNTY LAND REGISTRATION OFFICE	
I certify that this document was registered as shown here.	
Registrar	
89487459 LR	ROD
Document #	
DEC 06 2007	16:12 PL
MM DD YYYY	TIME

The following additional forms are being submitted simultaneously with this form and relate to the attached document:

- ☐ Form 24(s)
- ☐ Form 8A(s)
- ☐ This Form 24 creates or is part of a subdivision or consolidation

TAKE NOTICE THAT a revision of the registration of the above-noted parcel is hereby requested or directed as set out below.

AND FURTHER TAKE NOTICE THAT 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
- ☒ no power of attorney applies to this document

☐ The following registered interests are changed in the parcel registration

Instrument type	n/a
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>	n/a
Mailing address of interest holder to be added (if applicable)	n/a
Manner of tenure (if applicable)	n/a

#342087.1

April 3, 2007

Description of mixture of tenants in common and joint tenancy (if applicable)	n/a
Access type to be removed (if applicable)	n/a
Access type to be added (if applicable)	n/a
Percentage or share of interest held (for use with tenant in common interests)	n/a
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	n/a
Reference to related instrument in parcel register (if applicable)	n/a
Reason for removal of interest (For use only when interest is being removed by operation of law) Instrument code: 443	n/a

☒ The following burdens are to be added and/or removed in the parcels registration:

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
Mailing address of interest holder to be added (if applicable)	PO Box 1749, Halifax, Nova Scotia, 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) Instrument code: 443	n/a

Certificate of Legal Effect:

I certify that it is appropriate to make the above-noted changes to the parcel register for the indicated PID.

Certified at Halifax, in the County of Halifax, Province of Nova Scotia, on November 23rd, 2007.

Original Signed _____

Signature of authorized lawyer

Name David G. Lewis

Address 1800-1801 Hollis Street, Halifax,
Nova Scotia, B3J 3N4

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Email: dlewis@burchells.ca

Fax: 902-420-9326

- ☐ 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 28th day of November, 2007

BETWEEN:

APPROVED
AS TO FORM

Municipal Solicitor

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY
a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at the south corner of the Bedford Highway and Moirs Mill Road, Bedford and identified as 00428722, 00428748, 00428730 and 00430090 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 commercial/residential building on the Lands pursuant to the provisions of the Municipal Government Act and pursuant to Policy(ies) C-4(a) of the Bedford Municipal Planning Strategy and Section 3(c)(ix) of the Bedford Land Use Bylaw;

AND WHEREAS the North West Community Council approved this request at a meeting held on September 28, 2006, referenced as Municipal Case Number 00723;

PART I: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

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

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

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

1.3 Applicability of Other Bylaws, Statutes and Regulations

Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any

by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Lands.

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

1.4 Conflict

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

1.5 Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial and municipal regulations, by-laws or codes applicable to any lands owned by the Developer.

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 Definitions

All words/terms unless otherwise specifically defined herein shall be as defined in the Bedford Land Use Bylaw and Subdivision Bylaw.

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, is generally in conformance with the Schedules attached to this agreement and plans filed with the Halifax Regional Municipality as Case Number 00723:

The schedules are:

Schedule A:	Legal Description of the Lands(s) (Lot 1234)
Schedule B:	Site Plan: Plan # 00723-03

Schedule C:	Preliminary Landscape Plan: <i>Plan # 00723-11</i>
Schedule D:	Stormwater Management Plan: <i>Plan # 00723-13A</i>
Schedule E:	Erosion and Sedimentation Control: <i>Plan # 00723-13B</i>
Schedule F:	Servicing Plan: <i>Plan # 00723-13C</i>
Schedule G:	Limit of Site Disturbance Plan: <i>Plan # 00723-14</i>
Schedule H:	Building Elevations: <i>Plan # 00723-12 (5 pages)</i>
Schedule I:	Perspective Views: <i>Plan # 00723-08 and Plan # 00723-04</i>
Schedule J:	Floor Plan(s): <i>Plan # 00723-06 (a) to (h)</i>
Schedule K:	Parking Plan: <i>Plan # 00723-06 (a) and (b)</i>

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of any municipal Permits, the Developer shall complete the MICI (Multi-unit/Industrial/Commercial/Institutional/Commercial) process.
- 3.2.2 Prior to the issuance of a Grade Alteration Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Post securities in accordance with Section 6.4 of this agreement;
 - (b) Plan of Survey of approval Lot Consolidation of PID's 00428722, 00428748, 00428730 and 00430090. This Plan of Survey shall comply with Section 3.6.4 of this agreement; and
 - (c) Written confirmation and photograph demonstrating the existing buildings/structures on the Lands have been removed.
- 3.2.3 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Lighting Plan in accordance with Section 3.7 of this agreement; and
 - (b) Landscaping Plan in accordance with Section 3.9 of this agreement.
- 3.2.4 Prior to the issuance of the first Municipal Occupancy permit, the Developer shall provide the following to the Development Officer, unless otherwise stated by the Municipality:
- (a) Written confirmation from the Development Engineer indicating compliance with Section 4.3 of this Agreement (i.e. secondary services);
 - (b) Certification from a qualified professional engineer that the Developer has complied with the required Erosion and Sedimentation Control Plan as required pursuant to this Agreement;
 - (c) Certification from a qualified professional engineer indicating that the Developer has complied with the Stormwater Management Plan required pursuant to this Agreement;
 - (d) Certification from a qualified professional indicating that the Developer has complied with the Landscaping Plan required pursuant to this Agreement;
 - (e) Certification from a qualified professional indicating that the Developer has complied with the Lighting Plan required pursuant to this Agreement; and
 - (f) Written confirmation, from the Metro Transit, indicating the Developer has complied with the requirements to install a new transit shelter pursuant to this Agreement.

3.2.5 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

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

- (a) a Mixed Use Commercial/Residential Building in accordance with the provisions of this agreement; or
- (b) Any uses permitted within the applied zone to the Lands subject to the applicable provisions contained within the Land Use Bylaw for Bedford as amended from time to time.

3.4 Detailed Provisions for Land Use

The Mixed Use Building:

3.4.1 The number of floors fronting or facing the Bedford Highway shall not exceed four (4) floors above proposed grade, except in the transition from one building roof elevation to another, where the outside wall may intermittently exceed the height of four (4) floors.

Commercial Component:

3.4.2 The Commercial use(s) permitted within the building are the following as defined within the Bedford Land Use Bylaw:

- (a) business and professional offices;
- (b) medical, veterinary, and health service clinics; outdoor kennels associated with veterinary clinics are prohibited;
- (c) full service restaurant;
- (d) food stores;
- (e) general retail;
- (f) personal and household service shops (exclusive of massage parlors);
- (g) banks and financial institutions;
- (h) pub and lounge in conjunction with a full service restaurant;
- (i) daycare facilities, nursery school, early learning centre;
- (j) bed and breakfast/guest home;
- (k) post office;
- (l) private clubs;
- (m) all age/teen club; and
- (n) uses accessory to the foregoing uses.

3.4.3 A full service restaurant shall be permitted within the building provided that:

- (a) The licensed area of the pub or lounge shall not exceed 74.3 m² (800 ft²) with an additional 74.3 m² (800 ft²) permitted on an outdoor patio;

- (b) No video gambling machines or video lottery terminals are permitted. Pool tables and arcade games may be provided within the lounge;
- (c) There is no drive-through window, although a home delivery service and take-out may be provided;
- (d) Permitted hours of operation for the licensed area of the pub or lounge shall not exceed beyond 1:00am on any given day; and
- (e) Any obnoxious odors, as determined by the Development Officer, generated by a commercial use shall be mitigated.

3.4.4 Commercial shall be located on the first and second storey at grade facing the Bedford Highway and shall occupy a minimum of 15% of the total gross floor area of the building (excluding all underground parking) as shown on the Schedules.

3.4.5 Further to Section 3.4.4, an increase in the commercial area may be permitted provided: (a) the number of residential units does not increase, (b) the required amenity space is not decreased, and (c) the footprint of the building does not increase.

Residential:

3.4.6 A maximum of 30 units shall be permitted within the building.

3.4.7 The Developer shall be entitled to modify the internal floor plans and the configuration of internal units provided (a) the number of units and building size has not increased, (b) the exterior appearance of the building is not significantly altered, (c) the required amenity space is not decreased, and (d) the commercial area described in the above Section has not decreased.

3.5 Siting and Architectural Requirements

The Developer agrees that the building constructed on the Lands shall comply with the provisions of this section and as generally illustrated on the Schedules.

Siting

3.5.1 The buildings siting, bulk and scale shall comply to the following:

- (a) lot coverage shall not exceed 40%;
- (b) the building shall be a minimum of 18.3m (60ft) from the front lot line;
- (c) all portions of the building (below grade) are a minimum of 1.5m (5ft) from the southwest property line and all portions of the building (above grade) are a minimum of 10.7m (35 ft) from the southwest property line;
- (d) all portions of the building (below grade) are a minimum of 1.5m (5ft) from the southeast property line and all portions of the building (above grade) are a minimum of 3.1m (10ft) from the southeast property line;
- (e) all portions of the building (below grade) are a minimum of 1.5m (5ft) from the northeast property line and all portions of the building (above grade) are a minimum of 6.1m (20ft) from the northeast property line;
- (f) maximum height of the building shall not exceed 30m (98.4 ft) above the northwest corner of the building at grade or 33.8m (111ft) above mean sea level;

- (g) the Development Officer may permit a 5 % increase to the provision identified in Section 3.5.1 (a) to (f) provided the intent and all other specific provisions of this Agreement have been adhered to; and
- (h) where 1.5 m (5 ft) setbacks are permitted, they are subject to a detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws. Any excavation, construction and/or landscaping will be carried out in a safe manner, with the appropriate measures put into place to ensure the protection and preservation of the adjacent properties.

Architectural

Entrances:

3.5.2 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. At least one main door shall face the Bedford Highway. Service/delivery entrances shall be integrated into the design of the building and shall not be a predominate feature.

Rear and side facades:

3.5.3 The façades facing the Bedford Highway and Moirs Mill Road shall be designed and detailed as primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.

Blank Walls:

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

Exposed Foundation

3.5.5 Any exposed foundation in excess of 0.6m (2ft) in height and 1.8m² (20 ft²) in total area shall be architecturally detailed, veneered with stone or brick.

Building Material:

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

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

Functional Elements:

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

- 3.5.8 Buildings shall be designed such that the mechanical systems (HVAC, cooking exhaust fans, etc.) are not visible from Bedford Highway, Moirs Mill Road 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.

Windows:

- 3.5.9 The first floor front façade of buildings with ground floor commercial uses must be between 50% – 75% windows, doors or other treatment sufficiently transparent to provide view of the interior of the building. All windows shall be vertical in orientation, or square. If shutters are used, they must be sized to fit the opening and must be provided for all windows. Windows shall be vertically proportioned, where possible. Windows should be framed with painted or stained wood, prefinished metal or vinyl.

Awnings:

- 3.5.10 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade.

Roof:

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

Commercial Storefronts:

- 3.5.12 Multiple storefronts shall be visually unified through the use of complementary architectural forms, similar materials and colours. Covered walkways, arcades, awnings, open colonnades and similar devices shall be permitted along long facades to provide shelter, and encourage pedestrian movement.

Minor Changes

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

3.6 Parking, Circulation and Access

- 3.6.1 The internal driveway layout and the number and layout of parking spaces on the Lands shall be as generally illustrated on the Schedules. The Developer agrees that the parking on the Lands shall comply with the following:
- (a) a minimum of 75% of the required commercial parking shall be provided underground and a minimum of 75% of the required residential parking shall be provided underground. Residential parking shall be a minimum of 1.25 spaces per unit. Commercial parking space requirements shall be in accordance with the Bedford Land Use Bylaw as amended from time to time.

- (b) All parking areas, driveways, circulation aisles and pathways shall have a finished hard surface such as asphalt, concrete, paving blocks or an acceptable equivalent in the opinion of the Development Officer. Notwithstanding, pathways shall not be finished with asphalt.
 - (c) Where parking lots are to be delineated by concrete curbing.
- 3.6.2 Use of the existing "30' easement" to/from Moirs Mill Road as shown on Schedule B shall be prohibited.
- 3.6.3 Development Officer may approve, in consultation with the Development Engineer, upon application by the Developer, changes to the parking and circulation layout as illustrated on the Schedules provided such changes further the intent of this Agreement.
- 3.6.4 Prior to the issuance of the Grade Alteration Permit, the Developer shall demonstrate how the access (driveway) to which PID 00431006 (Lot 5 Leonard Walter Fox) has legal rights to is maintained and unobstructed during and after construction. If this can not be achieved, the Developer shall provide the Development Officer with an acceptable alternative which is agreed to (in writing) by the property owners of PID 00431006. The Developer shall provide the Development Officer with all written documentation subject to this provision.

Bicycle Parking/Storage:

- 3.6.5 Storage, sufficient to store a bicycle, shall be provided for the residential units.
- 3.6.6 A minimum of two bicycle stalls/racks situated in such a way to ensure it can be visually monitored by people within the commercial component of the building or people entering the building. The stalls/racks shall be located on a stable surface.

3.7 Building and Site Lighting

- 3.7.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 3.7.2 Prior to the issuance of a Construction Permit, the Developer shall prepare a lighting plan (by a certified professional) and submit it to the Development Officer for review to determine compliance with this agreement. The lighting plan shall contain, but shall not be limited to, the following:
- (a) Plans indicating the location on the premises, and the type of illuminating devices, fixtures, lamps, supports, other devices.
 - (b) Description of the illuminating devices, fixtures, lamps, supports and other devices. This description may include, but is not limited to, manufacturers' catalog cuts and drawings including sections where required.
 - (c) The lighting plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this article will be secured. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices,

fixtures or lamps proposed, the applicant shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

- (d) Should the applicant desire changes to the lighting plan on the lands after a permit has been issued, the applicant shall submit all changes prepared by a certified professional to the Development Officer for approval, with adequate information to assure compliance with this clause.

3.8 Amenity and Recreation Space

3.8.1 Amenity space shall be set aside for recreational purposes such as common recreational areas, play areas, recreational rooms, roof decks, swimming pools, courtyards, gardens, patios and tennis courts and clearly identified on plans submitted for a Development Permit. Amenity space shall be provided as generally shown on Schedule C. The amenity space shall be provided based on the type of residential unit as follows:

- | | |
|---------------------------|-----------------------------------------|
| (a) One Bedroom/Bachelor: | 18.6 square meters (200 square feet) |
| (b) Two Bedroom: | 53.4 square meters (575 square feet) |
| (c) Three Bedroom: | 88.2 square meters (950 square feet) |
| (d) Four or more Bedroom: | 123.1 square meters (1,325 square feet) |

3.8.2 For the purposes of determining amenity space, one bedroom plus den/office units shall be considered to be a two-bedroom unit, two bedroom plus den/office units shall be considered to be a three-bedroom unit and so on.

3.9 Landscaping

Landscape Plan:

3.9.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule C. The Landscape Plan shall 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.

Landscape Plan Details:

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

3.9.3 Landscaping greater than 0.6 m (2 ft) in height shall not be permitted within the daylight triangle.

Roof/Podium Landscaping:

3.9.4 A minimum of 15 cm (6 inches) of drainage gravel over the extent of the landscape podium plus an additional 40 cm (16 inches) of topsoil for sod; 60 cm (2 ft.) of topsoil for shrubs; and 90 cm (3 ft.) of topsoil for trees, shall be provided or an approved equivalent in the opinion of the Development Officer.

- 3.9.5 It is the responsibility of the developer to ensure that the underground parking structures or other structures are capable of supporting loads from all landscaping as well as the anticipated mature weight of the plant material on any rooftop and podium.

Foundations:

- 3.9.6 Foundation planting shall be provided in the form of upright shrubs and mulched planting beds or an approved equivalent in the opinion of the Development Officer.

Entrances:

- 3.9.7 All site entrances shall be identified by decorative walls, and landscaping, or approved equivalent. A landscaped focal area and decorative signage identifying the entrance to shall be installed.
- 3.9.8 Decorative plantings, landscaping or walls shall be provided at the entrances to the building consisting of a combination of small decorative trees, shrubs and ground covers, or approved equivalent in the opinion of the Development Officer.

Buffering:

- 3.9.9 Trees and shrubs, a minimum 75% of which shall be coniferous, shall be provided along the property line adjacent to abutting residential uses for screening purposes prior to the issuance of the first Occupancy Permit. The percentage of coniferous trees and shrubs may be reduced if in the opinion of the Development Officer this reduction improves the visual screening of the building from the abutting residential uses.
- 3.9.10 Landscaping such as shrubs, trees and/or fencing shall be provided in the proximity of 914 Bedford Highway (PID 00430116),⁸ and 10 Moirs Mill Road (PID 40566374). The landscaping shall create a visual buffer of the side entrance and parking garage entrance and well as ensuring the headlights from vehicles do not negatively impact these residential properties.

Retaining Walls/Terraced Landscaping:

- 3.9.11 All proposed retaining walls or terraced landscaping shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent.
- 3.9.12 Upright shrubs shall be located at the base of all retaining walls. Low maintenance ground covers or vines in association with shrubs and retaining walls may also be used.

Walkways and Trails:

- 3.9.13 The walkways shall be located as shown on the Detailed Landscape Plan and composed of any combination of poured in place concrete, decorative patio slabs, decorative interlocking precast concrete paverstones, crushed stone, pea gravel, crushed brick or acceptable equivalent in the opinion of the Development Officer.
- 3.9.14 Every effort should be made to reduce pedestrian and vehicular conflict in the design of the walkway system.

- 3.9.15 Main walkways intended for public use (excluded maintenance pathways) shall be designed to be barrier free.

HRM Right-of-Way:

- 3.9.16 Landscaping Plan shall include treatments to the HRM "right-of-way" labeled "area to be sodded" on Schedule C. The treatments shall include but not limited to new sods, small shrubs, and flower beds.

- 3.9.17 The Developer shall also install a new transit shelter (on existing platform) in the general location of the existing transit hut as shown on Schedule C prior to issuance of first Occupancy Permit. All plans shall be reviewed and approved by Metro Transit. The Developer shall be responsible for the repair and/or replacement of the platform if subject to damage during the development of the Lands. The cash contribution shall not exceed \$6,500 for the new transit shelter (excludes any repairs/replacement required for the platform).

Compliance with Landscaping Plan:

- 3.9.18 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.

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

3.10 Maintenance

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

3.11 Signs

- 3.11.1 Signage for the commercial uses shall be in accordance with the requirements of the Mainstreet Commercial (CMC) zone of the Bedford Land Use Bylaw, as amended. The Developer shall submit to the Development Officer sufficient information to ensure that no sign obstructs driver sight lines. All signage shall be uniform and complementary to the buildings design.

- 3.11.2 A temporary sign depicting the names and/or corporate logo of the Developer and the development shall be permitted on the site and shall be removed prior to the issuance of the last Occupancy Permit.
- 3.12 Outdoor Storage and Display**
- 3.12.1 No outdoor storage shall be permitted on the Lands. Refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping.
- 3.12.2 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the Bedford Highway and residential properties along the southwest property line. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing/masonry walls with suitable landscaping.
- 3.13 Construction/Sales Trailer**
- A trailer 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 construction trailer shall be removed from the Lands prior to the issuance of the last Occupancy Permit. One of the existing structures on the Lands may be utilized as a construction trailer in accordance with this section.

PART 4 STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

All construction shall satisfy Municipal Service Systems Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. The Development Officer, in consultation with the Development Engineer, may give consideration to minor changes to the street network, provided the modifications serve to maintain or enhance the intent of this Agreement.

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 electrical, telephone and cable service shall be underground installation.

4.4 Outstanding Site Work

Security for the completion of outstanding on-site paving and landscaping work (at the time of issuance of the first occupancy permit) may be permitted. Such bonding shall consist of a security deposit in the amount of 120 per cent 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 renewable letter of credit issued by a chartered bank.

The security shall be returned to the Developer when all outstanding work is satisfactorily completed.

4.5 Municipal Water Distribution and Sanitary Sewers

4.5.1 The water distribution system shall conform with the schematics presented on Schedule F and all design and construction requirements of the Halifax Regional Water Commission.

4.5.2 The sanitary sewer system shall conform with the schematics presented on Schedule F and the design and construction standards of the Municipal Service Systems Manual,

4.6 Solid Waste Facilities

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

4.6.2 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing/masonry walls with suitable landscaping.

4.6.3 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing/masonry walls with suitable landscaping.

4.7 Blasting

4.7.1 All blasting shall be in accordance to By-law B-300 (Blasting By-Law) as amended from time to time.

4.8 Construction Access

4.8.1 Construction activity shall be restricted to the access from the Bedford Highway unless otherwise permitted by the Development Officer.

PART 5 ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans

5.1.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall engage a qualified professional to prepare a Stormwater Management Plan shall based on the provisions of Schedule D which identifies structural and vegetative stormwater management measures such as, infiltration, retention, and detentions controls, vegetative swales, filter strips, and buffers to minimize any significant adverse impacts on receiving watercourse during and after construction. The plans shall indicate the sequence of

construction, the areas to be disturbed, all proposed erosion and sedimentation control measures and stormwater management measures, including a monitoring/sampling program, which are to be in place prior to and during development unless otherwise acceptable to the Development Engineer. The Stormwater Management Plan shall conform with the following:

- (a) the schematics and information presented on Schedules D, E, F, and G ;
- (b) the requirements of the Nova Scotia Department of the Environment and the Municipal Service Systems Manual; and

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

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

5.2 Stormwater Treatment Chambers or Devices

5.2.1 The Developer agrees, at its own expense, where any stormwater treatment chambers or devices are provided, such devices shall be maintained in accordance with the manufacturer's specifications until or unless such time as the warranty period expires and such devices are the ownership of the Municipality.

5.2.2 Prior to installing any stormwater treatment chambers or devices on the site, which is to be privately maintained, the Developer shall submit a schedule of future inspection and cleaning prepared by a professional engineer based on the manufacturer specifications. When approved by the Development Officer this schedule shall be undertaken for as long as this agreement is in force.

5.2.3 All removed contaminants shall be disposed of according to all applicable guidelines and regulations of the Nova Scotia Department of Environment and Labour. The Developer shall submit to the Development Officer certification that the work has been done following each inspection/clean-out.

5.2.4 If the Developer fails to observe or perform this section of the Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, the Municipality may require that a penalty of five thousand dollars (\$5,000) be paid to the Municipality.

5.3 Erosion and Sedimentation Control and Grading Plans

5.3.1 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a

Professional Engineer and submitted to the Municipality for review by the Development Engineer and the Department of the Environment (if applicable) a detailed Erosion and Sedimentation Control Plan shall be based on the provisions of Schedule E. The plans shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by the Nova Scotia Department of the Environment and Labour. Notwithstanding other Sections of this Agreement, no work is permitted on the site until the requirements of this clause have been met and implemented.

5.3.2 The detailed Erosion and Sedimentation Control Plan shall provide measures to ensure water storage is maintained on site during heavy water events.

5.3.3 Prior to the commencement of any onsite works on the Lands, including earth movement and/or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality for review and approval by the Development Engineer a detailed Master Site/Grading Plan for the Lands based on the provisions of Schedule E. No work is permitted on the site until the requirements of this clause have been met and implemented unless otherwise stated in the Agreement.

5.4 Securities

Prior to the issuance of Grade Alteration Permit, the Developer shall post security in the amount of \$10,000 to ensure that all environmental protection measures, identified in this section, are properly implemented and maintained. The security of \$10,000 includes the amounts required in accordance with the Grade Alteration Bylaw. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable, automatically renewable letter of credit issued by a chartered bank. The security shall be returned to the Developer at the time of issuance of the final occupancy permit or release of Landscaping security bond whichever is later, provided all measures for environmental protection have been implemented to the satisfaction of the Development Officer, in consultation with the Development Engineer, and that all disturbed surfaces have been permanently reinstated, and that all landscaping has become established. Should the Developer fail to complete the environmental protection measures to the satisfaction of the Development Officer, 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.

5.5 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 Substantive Amendments

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

6.2 Non-Substantive Amendments

6.2.1 The following items are considered by both parties to be not substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act:

- (a) increase in the number of residential units provided the overall number of bedrooms does not exceed 60. For the purposes of determining bedrooms, one bedroom plus den/office units shall be considered to be a two-bedroom unit, two bedroom plus den/office units shall be considered to be a three-bedroom unit and so on;
- (b) permit Commercial Uses which are not listed in Section 3.4.2 of this agreement provided the commercial uses are appropriate with mixed use developments;
- (c) an increase to the licensed area of the pub or lounge in accordance with Section 3.4.3 of this agreement;
- (d) granting of an extension to the date of commencement of construction as identified in Section 8.3 of this agreement;
- (e) changes to the exterior architectural appearance of the buildings or the design, layout and positioning of the buildings, provided that plans are submitted for any changes to the building design and that such changes, in the opinion of Council, are minor in nature;
- (f) changes to the landscaping measures as detailed in Section 3.9 which, in the opinion of Council, are minor in nature;
- (g) reduction in the parking space requirements;

6.2.2 In considering the approval of a non-substantive amendment under Section 7.2, property owners within 152m (500ft) of the site shall be informed by mail at least 10 days in advance of the proposed amendment being considered by Council.

PART 7

ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

7.1 The Developers agree that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developers. The Developers 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 Developers agrees allow for such an inspection during any reasonable hour within one day of receiving such a request.

7.2 If the Developers fail to observe or perform any covenant or condition of this Agreement after the Municipality has given the Developers 15 days written notice of the failure or default, except that such notice is waived in matters concerning environmental protection and mitigation, then in each such case:

- (a) the Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developers from continuing such default and the Developers hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy; and/or
- (b) the Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the development agreement, whereupon all reasonable expenses whether arising out of the entry onto the lands or from the preformance of the covenants or remedial action, shall be a first lien on Property 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; and/or
- (d) in addition to the above remedies the Municipality reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement; and/or

7.3 Environmental Protection

In matters concerning environmental protection and mitigation the Municipality shall be entitled to draw in whole or in part on the security as required under this Agreement and use the proceeds therefrom to ensure that the protection measures are in place as required pursuant to the terms of this Agreement.

PART 8 REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

8.1 Registration

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

8.2 Subsequent Owners

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

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

8.3 Commencement of Development

8.3.1 In the event that a Construction Permit has not been issued within 5 years from the date of registration of this Agreement at the Registry of Deeds, as indicated herein, the Municipality may, by resolution of Council, either discharge this Agreement, whereupon this Agreement shall have no further force or effect, or upon the written

request of the Developer, grant an extension to the date of commencement of construction.

- 8.3.2 If the Developer(s) fails to complete the development, or after 10 years from the date of registration of this Agreement at the Registry of Deeds, whichever time period is less, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement.

8.4 Completion of development

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

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council, the Developer's rights hereunder are preserved and the Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Bedford, as may be amended from time to time.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written:

Signed, sealed and delivered
in the presence of:

Original Signed

per:

Sealed, Delivered and Attested
by the proper signing officers of
Halifax Regional Municipality
duly authorized on that behalf
in the presence of

Original Signed

UNITED GULF DEVELOPMENT LIMITED

Original Signed

per:

HALIFAX REGIONAL MUNICIPALITY

Original Signed Peter J. Kelly

per:

MAYOR

Original Signed

per:

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

ON THIS 20 day of November A.D., 2007, before me, the subscriber personally came and appeared, MICHAEL WIGLEY (witness), a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that **UNITED GULF DEVELOPMENT LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Original Signed

A Commissioner of the Supreme

WILLIAM F. THOMSON
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

ON THIS 28th day of November A.D., 2007, personally came and appeared before me, the subscribing witness to the foregoing Indenture, who having been by me duly sworn made oath and said that the Halifax Regional Municipality, by its officer, Mayor, Peter Kelly, and ~~Jan Gibson~~ Julia Hamastle Municipal Clerk, signed, sealed and delivered the same in his/her presence.

Original Signed

A Commissioner of the Supreme
Court of Nova Scotia

JENNIFER WEAGLE
A Commissioner of the
Supreme Court of Nova Scotia

SCHEDULE "A"

PID: 428722
LOT: 1

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Millview in the County of Halifax, Nova Scotia, and being Lot Number 1 on a plan showing subdivision of the property of the Millview Woodworking Co. Ltd., made by George T. Bates, Provincial Land Surveyor and dated June 11, 1947, on file at the Halifax County Registry of Deeds in Book 963 at Page 899, the said Lot Number 1 being more particularly described as follows:

BEGINNING on the western side of the main highway between Halifax and Bedford, at an iron bar set in concrete on the southern side of the old road leading to Hammonds Plains, as shown on said plan;

THENCE southerly, along the western side of said main highway from Halifax to Bedford, 188.8 feet to the northeast corner of Lot Number 2 as shown on said plan;

THENCE South 74 degrees West, along the northern side of said Lot Number 2, 85.0 feet to the southwest corner of Lot Number 3 as shown on said plan;

THENCE North 30 degrees 30 minutes West, along the eastern side of said Lot Number 3, 146.3 feet to the northeast corner thereof, as shown on said plan;

THENCE North 45 degrees East, 85.0 feet to the place of beginning;

RESERVING OUT of the above described Lot Number 1 a right-of-way 10.0 feet wide and extending along the northern boundary of said Lot Number 1, as shown on said plan;

The description for this parcel originates with a deed dated September 15, 1965, registered in the registration district of Halifax in book 2073 at page 365 and the subdivision is validated by Section 291 of the Municipal Government Act.

PID: 428748
LOT: 2

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Millview in the County of Halifax, Nova Scotia, and being Lot Number 2 on a plan showing subdivision of the property of the Millview Woodworking Co. Ltd., made by George T. Bates, Provincial Land Surveyor and dated June 11, 1947, on file at the Halifax County Registry of Deeds in Book 963 at Page 899, the said Lot Number 2 being more particularly described as follows:

BEGINNING on the western side of the main highway between Halifax and Bedford, at a point distant 188.8 feet southerly from an iron bar set in concrete at the intersection of the said western

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side of said Main Highway and the southern side of the old road leading to Hammond's Plains, the said point of beginning being also the southeast corner of Lot Number 1 as shown on said plan;

THENCE South 74 degrees West along the southern boundaries of Lots 1 and 3 as shown on said plan, 160 feet to the eastern boundary of Lot Number 4, as shown on said plan;

THENCE South 30 degrees 30 minutes East, along the eastern boundaries of said Lot 4, 75 feet to the northern boundary of property of one C.G. Hawkins;

THENCE North 74 degrees East, along the northern boundary of property of one C.G. Hawkins, 160 feet to the western boundary of the Main Highway aforesaid;

THENCE North 30 degrees 30 minutes West, along said western boundary 75 feet to the place of beginning;

TOGETHER WITH a right-of-way 10 feet wide and being more particularly described as follows:

BEGINNING at an iron bar set in concrete at the intersection formed by the western boundary of the main highway between Halifax and Bedford and the southern side of the old road to Hammond's Plains;

THENCE South 45 degrees West along the southern boundary of property now or formerly of Moirs Limited, 250 feet to the northeast corner of Lot No. 5, as shown on said plan;

THENCE South 30 degrees 30 minutes East along the eastern boundary of the said Lot No. 5, 139.8 feet to the northern boundary of the property of C.G. Hawkins;

THENCE North 74 degrees East along the northern boundary of said Hawkins property 90 feet to the southwest corner of Lot No. 2 aforesaid;

THENCE North 30 degrees 30 minutes West, along the western boundary of said Lot No. 2, 10 feet;

THENCE South 74 degrees West, 80 feet to a point distant 10 feet easterly from the eastern boundary of Lot No. 5 aforesaid;

THENCE North 30 degrees 30 minutes West, along a line parallel to and distant 10 feet easterly from the said eastern boundary of said Lot No. 5, 120 feet or to a point distant 10 feet southerly from the southern boundary of the property of Moirs Limited aforesaid;

THENCE North 45 degrees East, parallel to and distant 10 feet southerly from said southern boundary of said Moirs Limited property 240 feet the western boundary of the Main Highway aforesaid;

THENCE Northerly by the same 10 feet to the place of beginning;

The description for this parcel originates with a deed dated June 18, 1958, registered in the registration district of Halifax in book 1541 at page 143 and the subdivision is validated by Section 291 of the Municipal Government Act.

PID: 428730
LOT: 3

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Millview in the County of Halifax, Nova Scotia, and being Lot Number 3 on a plan showing subdivision of the property of the Millview Woodworking Co. Ltd., made by George T. Bates, Provincial Land Surveyor and dated June 11, 1947, on file at the Halifax County Registry of Deeds in Book 963 at Page 899, the said Lot Number 3 being more particularly described as follows:

BEGINNING at a point on the southern boundary of the property now or formerly of Moirs Limited, the said point being distant westerly 85 feet from an iron pin set in concrete at the intersection of the western boundary of the main highway between Halifax and Bedford and the southern side of the old road to Hammonds Plains the said point of beginning, being also the northwest corner of Lot Number 1 as shown on said plan;

THENCE South 45 degrees West, along the southern boundary of said Moirs Limited property 75 feet to the northeast corner of Lot Number 4 as shown on said plan;

THENCE South 30 degrees East, along the eastern boundary of said Lot Number 4, 108.9 feet, to the northwest corner of Lot Number 2 as shown on said plan;

THENCE North 74 degrees East along the northern boundary of said Lot Number 2, 75 feet to the southwest corner of Lot Number 1 aforesaid;

THENCE North 30 degrees 30 minutes west along the western boundary of said Lot Number 1, 146.3 feet, to the place of beginning;

RESERVING of the above described Lot a right-of-way 10 feet wide extending along the northern boundary of said Lot Number 3 as shown on said plan;

TOGETHER WITH a right-of-way 10 feet wide extending along the northern side of Lot Number 1 as shown on said plan;

TOGETHER WITH a License to use a 20 foot wide right-of-way over Block E-3A, shown on plan number 25912 in drawer 280 and recorded in Book 2351 at Page 679, identified as Item 14 in Schedule "B";

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TOGETHER WITH a 30 foot wide right-of-way near the northeastern end of Block E-3A as shown on plan number 25912 in drawer 280, containing an area of 2,718 square feet and described in Deed recorded February 20, 1990, in Book 4883 at Page 271;

The description for this parcel originates with a deed dated July 11, 1958, registered in the registration district of Halifax in book 1546 at page 771 and the subdivision is validated by Section 291 of the Municipal Government Act.

PID: 430090
LOT: 4

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Millview in the County of Halifax, Nova Scotia, and being Lot Number 4 on a plan showing subdivision of the property of the Millview Woodworking Co. Ltd., made by George T. Bates, Provincial Land Surveyor and dated June 11, 1947, on file at the Halifax County Registry of Deeds in Book 963 at Page 899, the said Lot Number 4 being more particularly described as follows:

BEGINNING on the southern boundary of the property now or formerly of Moirs Limited, at a point distant 160 feet westerly from an iron pin set in concrete marking the intersection of the western side of the main highway between Halifax and Bedford and the southern side of the old road to Hammonds Plains, the said point being also the northwest corner of Lot Number 3 as shown on said plan;

THENCE South 45 degrees West along the southern boundary of said Moirs Limited property 90 feet to the northeast corner of Lot 5 as shown on said plan;

THENCE South 30 degrees 30 minutes East along the eastern boundary of said Lot 5, 139.8 feet to the northern boundary of the property of C.G. Hawkins;

THENCE North 74 degrees East along the northern boundary of said Hawkins property 90 feet to the southwest corner of Lot Number 2 as shown on said plan;

THENCE North 30 degrees 30 minutes West along the western boundary of Lot 2 and 3 as shown on said plan 183.9 feet to the place of beginning;

RESERVING OUT of the above described Lot, a right-of-way 10 feet in width extending along the north, western and southern boundaries of Lot Number 4 as shown on said plan;

TOGETHER WITH a right-of-way 10 feet wide extending along the northern boundaries of Lot 3 and 1 as shown on said plan;

TOGETHER WITH a License to use a 20 foot wide right-of-way over Block E-3A, shown on plan number 25912 in drawer 280 and recorded in Book 2351 at Page 679, identified as Item 14 in Schedule "B";

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TOGETHER WITH a 30 foot wide right-of-way near the northeastern end of Block E-3A as shown on plan number 25912 in drawer 280, containing an area of 2,718 square feet and described in Deed recorded February 20, 1990, in Book 4883 at Page 271;

The description for this parcel originates with a deed dated July 15, 1961, registered in the registration district of Halifax in book 1764 at page 367 and the subdivision is validated by Section 291 of the Municipal Government Act.

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General_Assignment_of_Rests.DOC

PROVINCE OF NOVA SCOTIA)
THE MUNICIPALITY OF THE COUNTY OF HALIFAX SS)

I CERTIFY that on the 28th day of September, 2006, UNITED GULF DEVELOPMENTS LIMITED, one of the parties thereto, caused the foregoing Indenture to be executed in its name and on its behalf and its corporate seal affixed in my presence and I have signed as a witness to such execution.

Original Signed

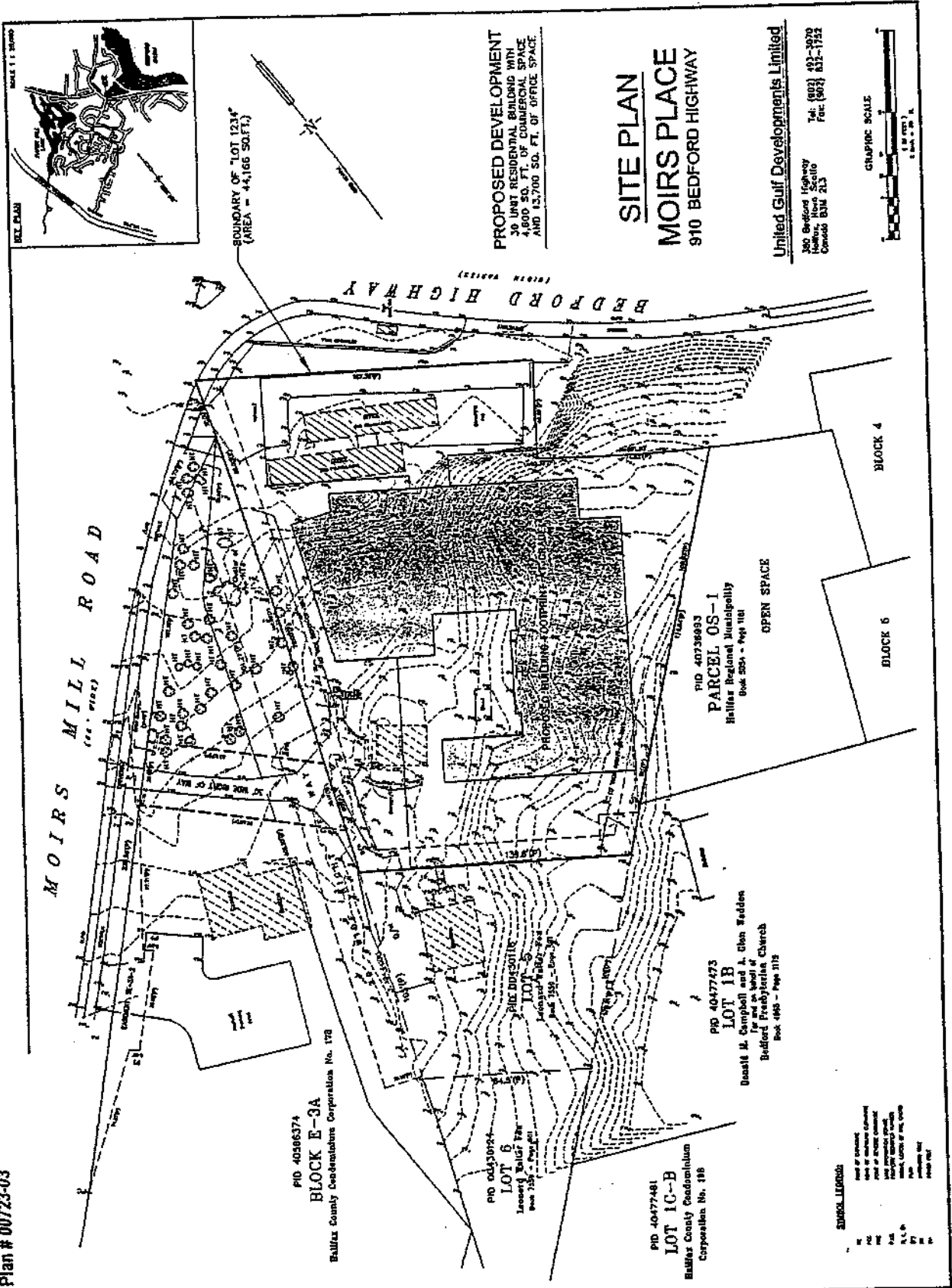
Sean P. Mudge
A Barrister of the Supreme Court
of Nova Scotia

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Document Registration Number: 86334209










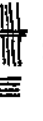


Schedule B

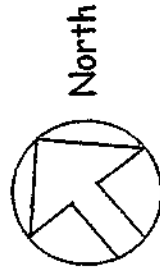
Site Plan:
Plan # 00723-03



PRELIMINARY LANDSCAPE PLAN

910 BEDFORD HIGHWAY

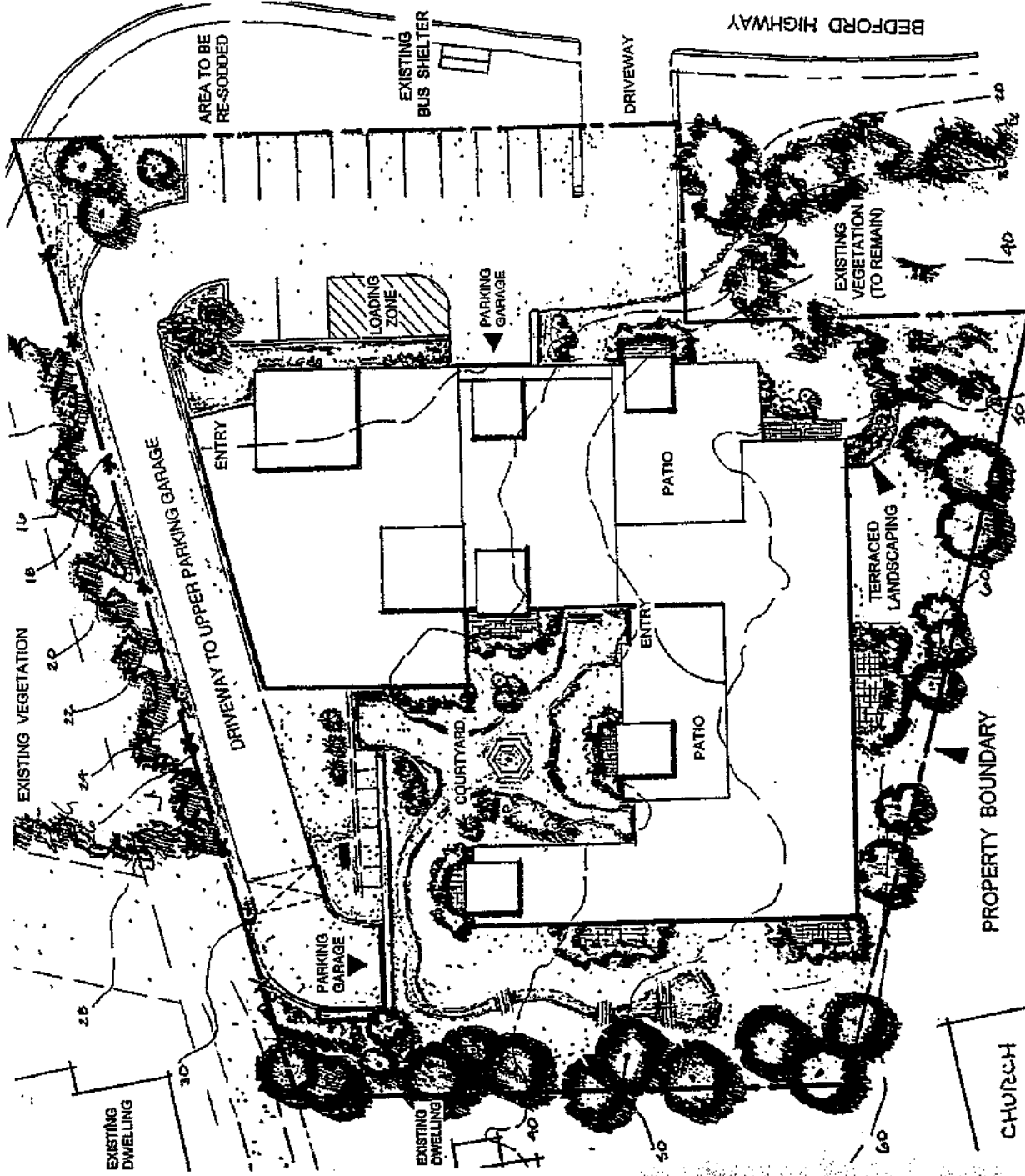
-  Privacy Buffer (Evergreen hedges)
-  Visual Buffer
(Coniferous and deciduous trees)
-  Visual Aesthetic (Ornamental
shrubs, flowers and small trees)
-  Courtyard Focal Point
(Fountain or raised garden)
-  Balcony or Terrace
-  Walkway
-  Sodding
-  Vehicular Access and Parking
-  Park Bench
-  Stairs
-  Fence
-  3' Contour Lines at 2 ft. intervals



PLAN REVISED MAY 3, 2006

Schedule C

Preliminary Landscape Plan:
Plan #00723-11



Stormwater Management Plan:
Plan # 00723-13A

- NOTES:**
1. ROOF & FOOTING DRAINS WILL CONNECT TO STORM SEWER.
 2. EXISTING CATCHBASIN TO BE EQUIPPED WITH FILTER DEVICES TO CONTROL DRAINAGE FLOW DURING CONSTRUCTION.
 3. SALT FENCE AND FILTER FABRIC ARE TO BE INSTALLED ALONG DOWNWARD PROPERTY BOUNDARIES PRIOR TO CONSTRUCTION.

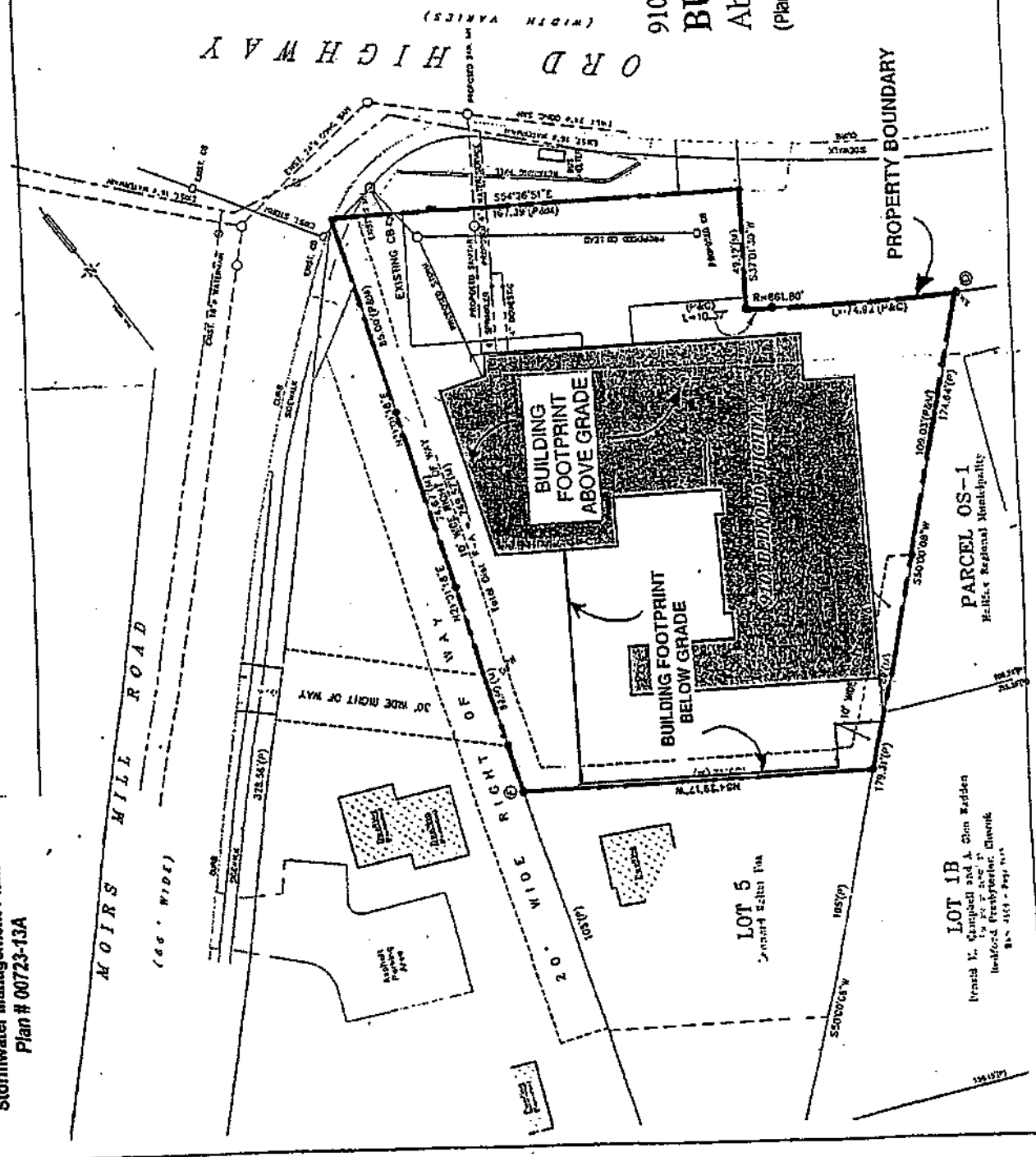
PROPOSED DEVELOPMENT
30 UNIT RESIDENTIAL BUILDING WITH
4,500 SQ. FT. OF COMMERCIAL SPACE
AND 13,700 SQ. FT. OF OFFICE SPACE

910 BEDFORD HIGHWAY
BUILDING FOOTPRINT
Above and Below Grade

(Plan updated May 3, 2006)

United Gulf Developments Limited

350 Bedford Highway
McGill, Nova Scotia
Canada B3M 2L5
Tel: (902) 493-3970
Fax: (902) 493-1752



Schedule E

Erosion and Sedimentation Control:
Plan #00723-13B

910 Bedford Highway

**EROSION and
SEDIMENTATION
CONTROL PLAN**

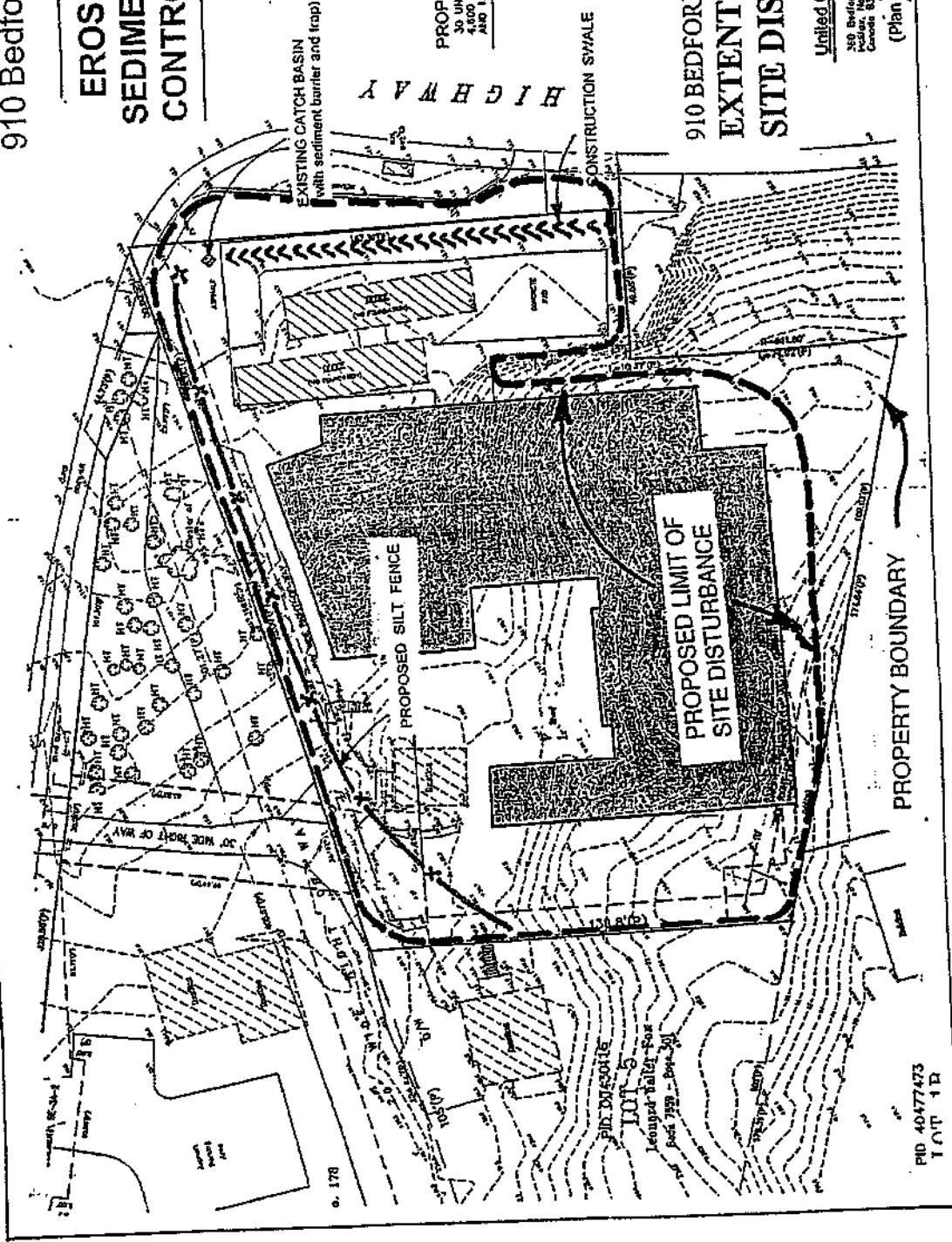
PROPOSED DEVELOPMENT
30 UNIT RESIDENTIAL WITH
4,800 SQ. FT. COMMERCIAL SPACE
AND 13,700 SQ. FT. OF OFFICE SPACE

910 BEDFORD HIGHWAY
**EXTENT OF
SITE DISTURBANCE**

United Gulf Developments Limited

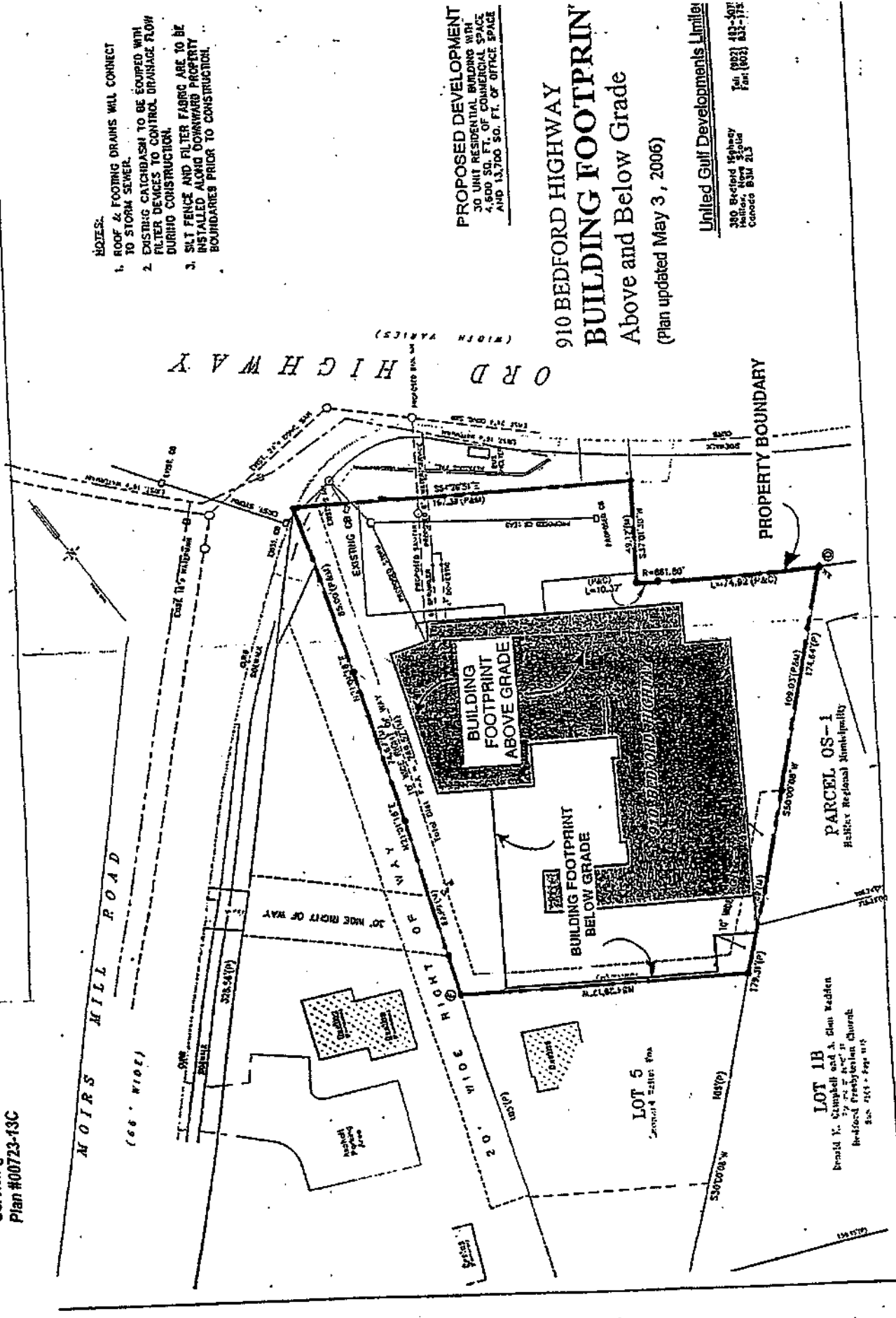
910 Bedford Highway
Scarborough, Ontario M1V 3L4
Tel: (416) 493-3070
Fax: (416) 493-4151

(Plan updated May 3, 2006)



Schedule r

Servicing Plan:
Plan #00723-13C



- NOTES:
1. ROOF & FOOTING DRAINS WILL CONNECT TO STORM SEWER.
 2. EXISTING CATCHBASIN TO BE EQUIPPED WITH FILTER DEVICES TO CONTROL DRAINAGE FLOW DURING CONSTRUCTION.
 3. Silt FENCE AND FILTER FABRIC ARE TO BE INSTALLED ALONG DOWNWARD PROPERTY BOUNDARIES PRIOR TO CONSTRUCTION.

PROPOSED DEVELOPMENT
30 UNIT RESIDENTIAL BUILDING WITH
4,800 SQ. FT. OF COMMERCIAL SPACE
AND 13,700 SQ. FT. OF OFFICE SPACE

910 BEDFORD HIGHWAY
BUILDING FOOTPRINT
Above and Below Grade
(Plan updated May 3, 2006)

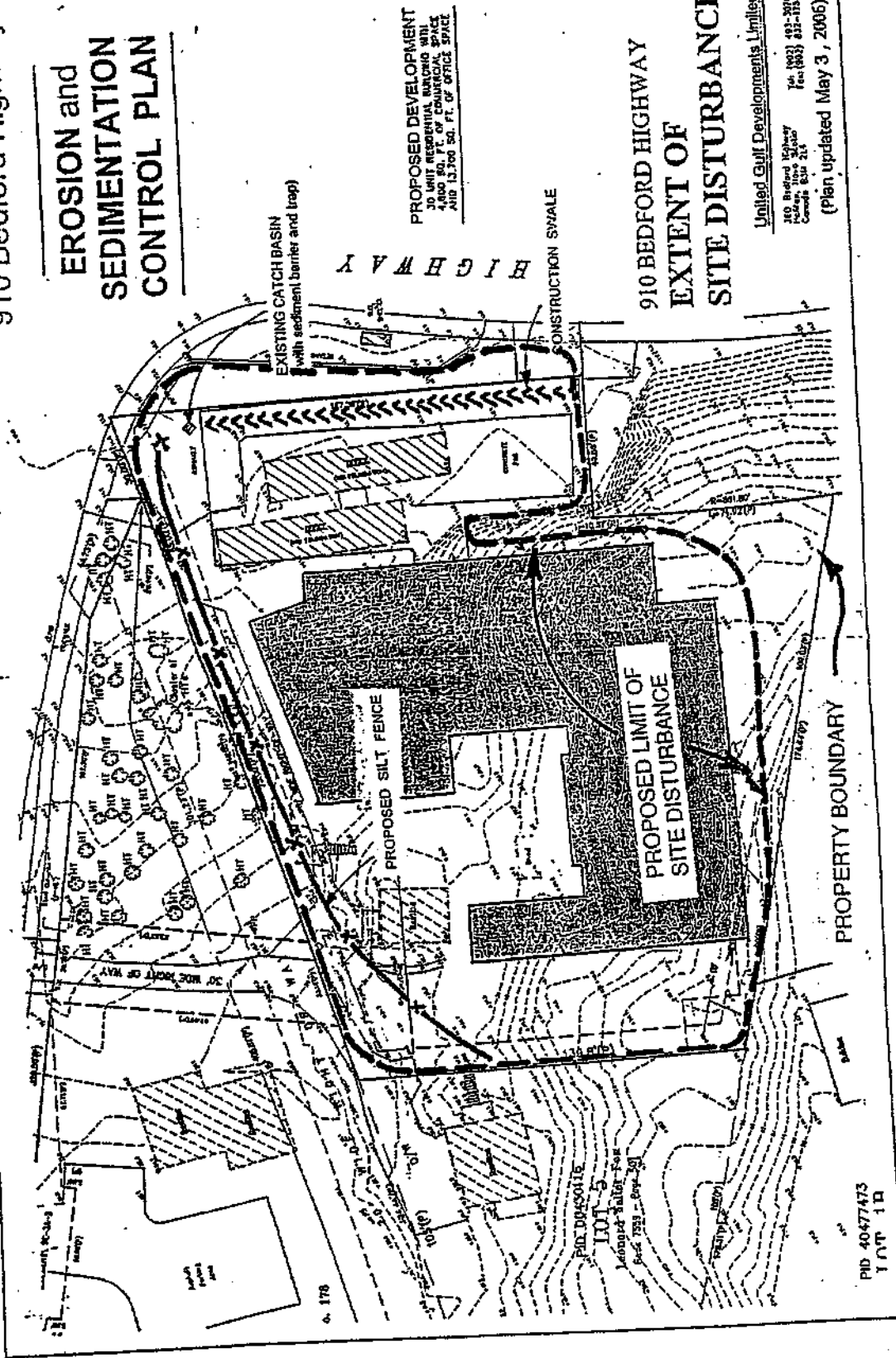
United Gulf Developments Limited
380 Bedford Highway
Bedford, Nova Scotia
Canada B3M 2L3
Tel: (902) 482-5077
Fax: (902) 482-1775

Schedule G

Limit of Site Disturbance Plan:
Plan #00723-14

910 Bedford Highway

**EROSION and
SEDIMENTATION
CONTROL PLAN**



Schedule H

Building Elevations:

Plan #00723-12 (5 pages)

BUILDING ELEVATIONS FOR "MOIRS PLACE"

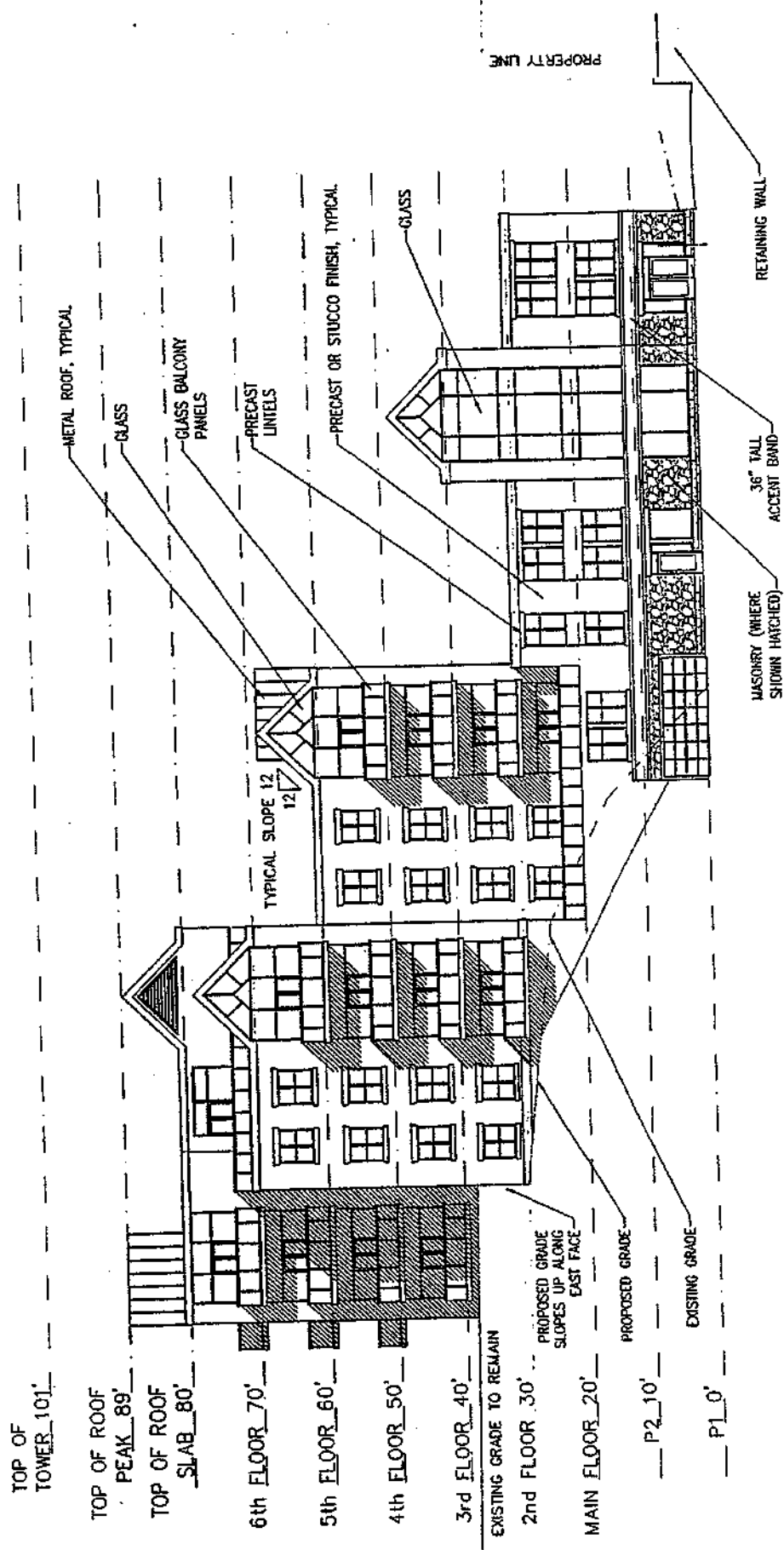
910 BEDFORD HIGHWAY

United Gulf Developments Limited

380 Bedford Highway
Halifax, Nova Scotia
Canada B3M 2L3

Tel: (902) 493-3070
Fax: (902) 832-1752

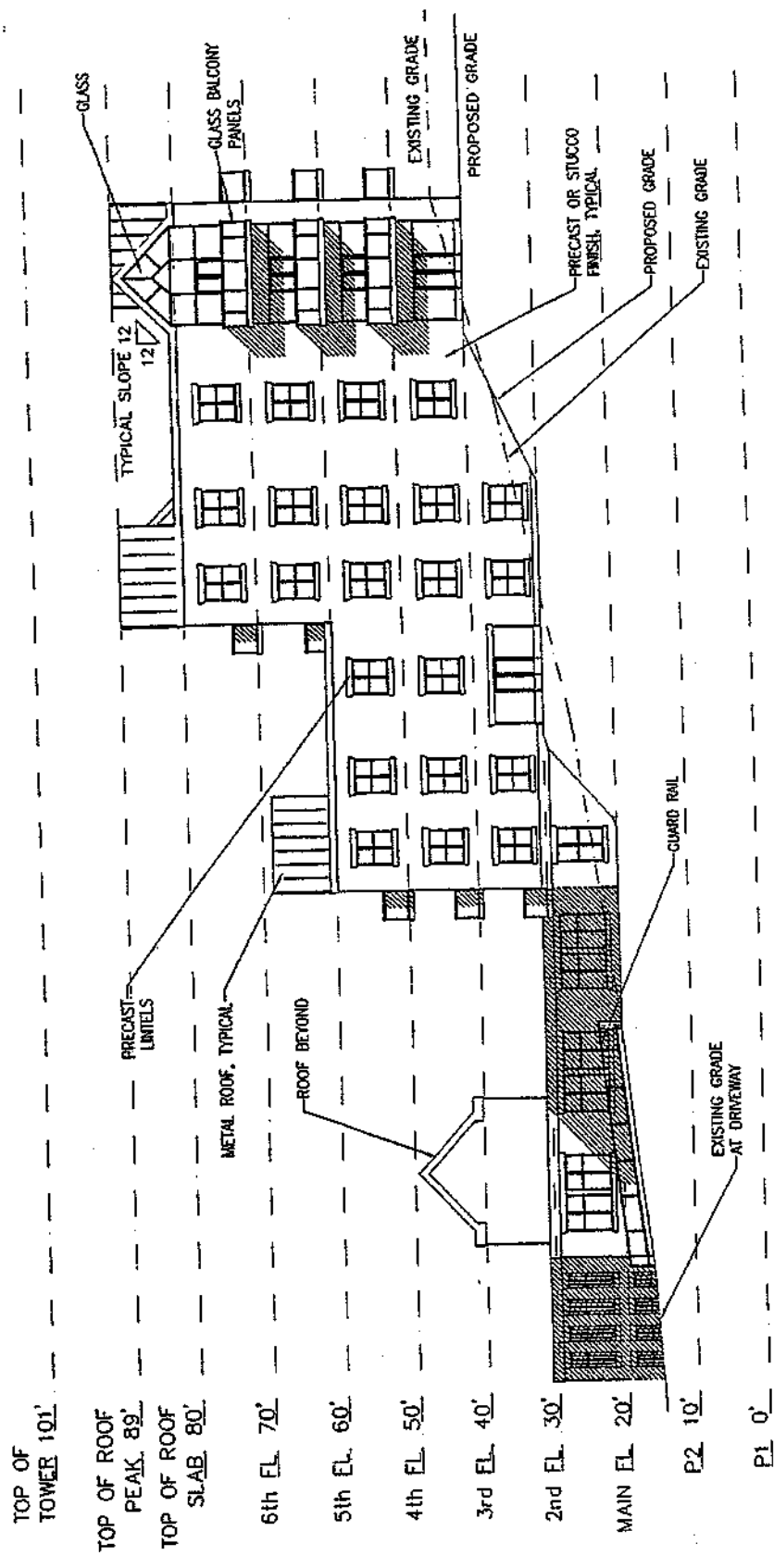
MAY 3, 2006



NORTH ELEVATION

SCALE 3/64"=1'-0"

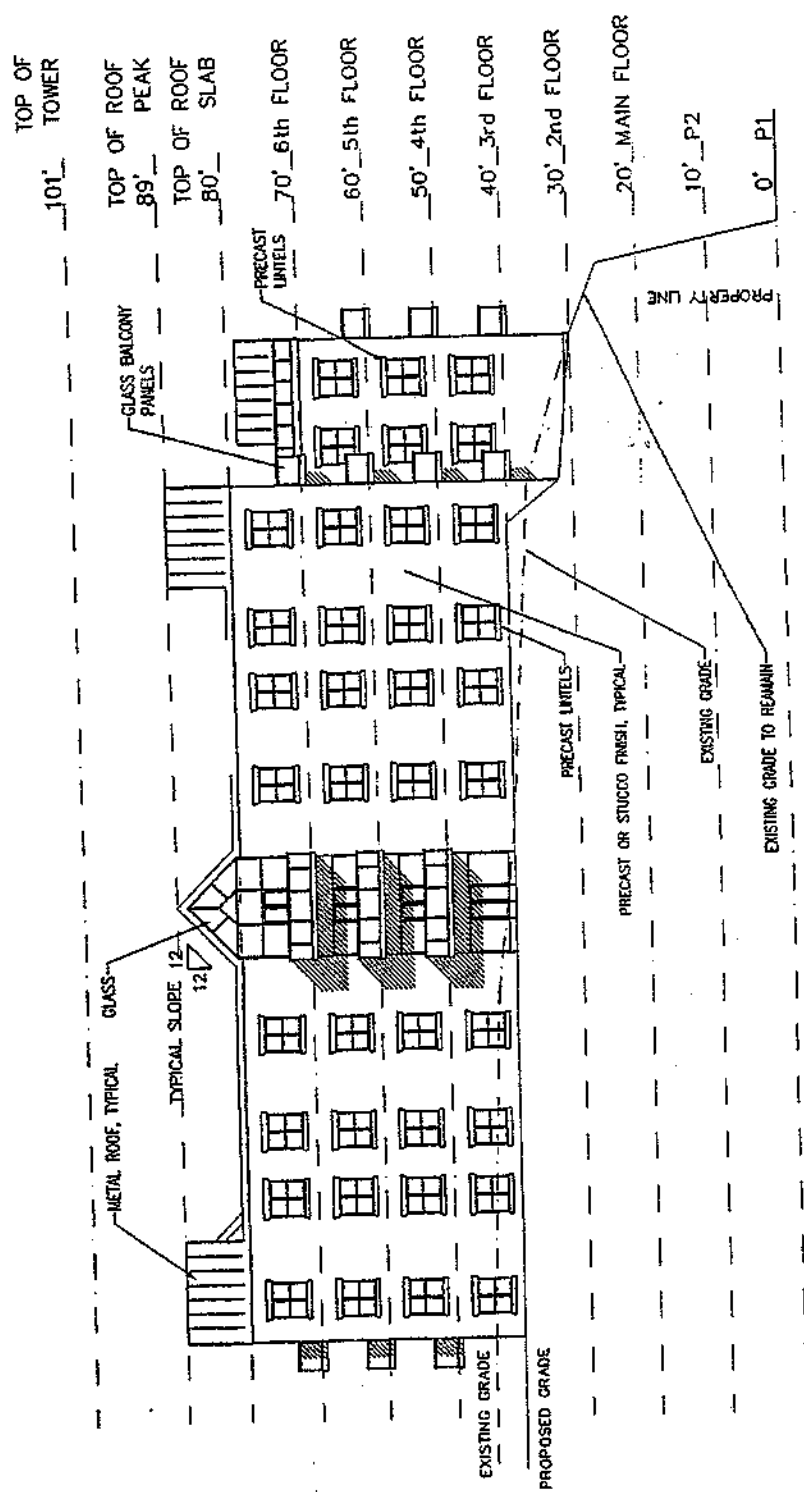
May 3, 2006



SOUTH ELEVATION

SCALE 3/64"=1'-0"

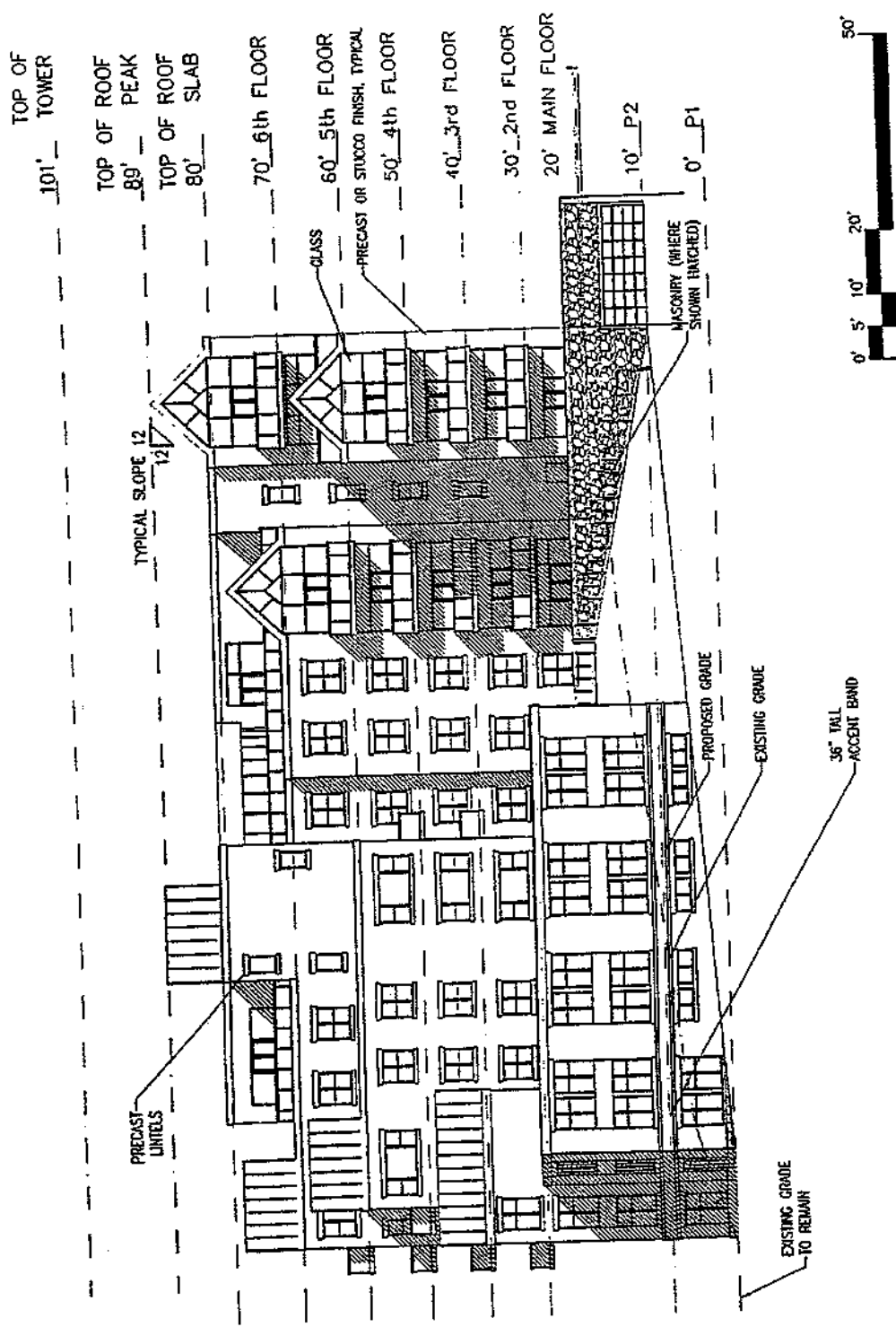
May 3, 2006



EAST ELEVATION

SCALE 3/64"=1'-0"

May 3, 2006



WEST ELEVATION

SCALE 3/64"=1'-0"

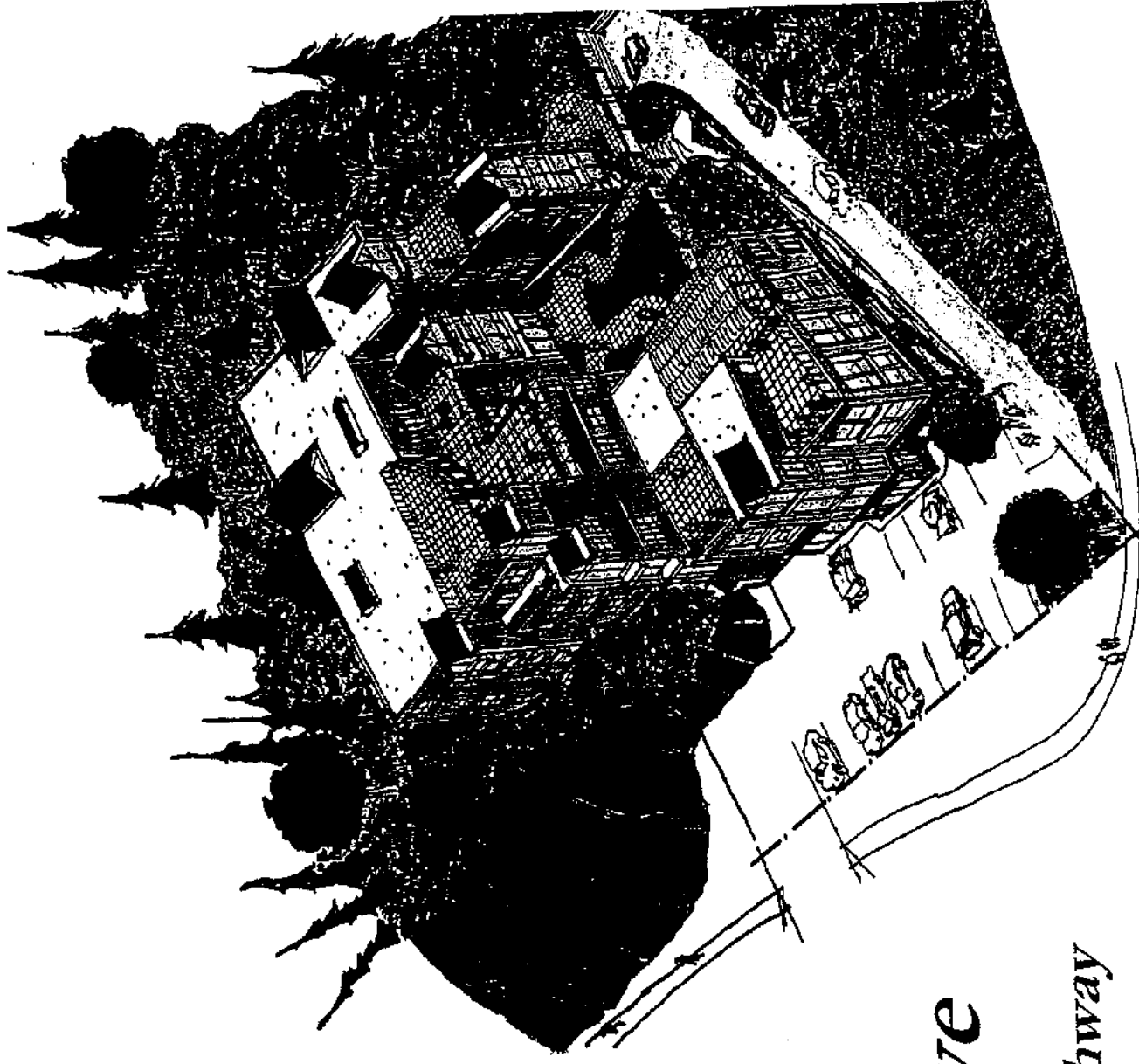
May 3, 2006

Schedule I

Perspective View:
Plan #00723-08

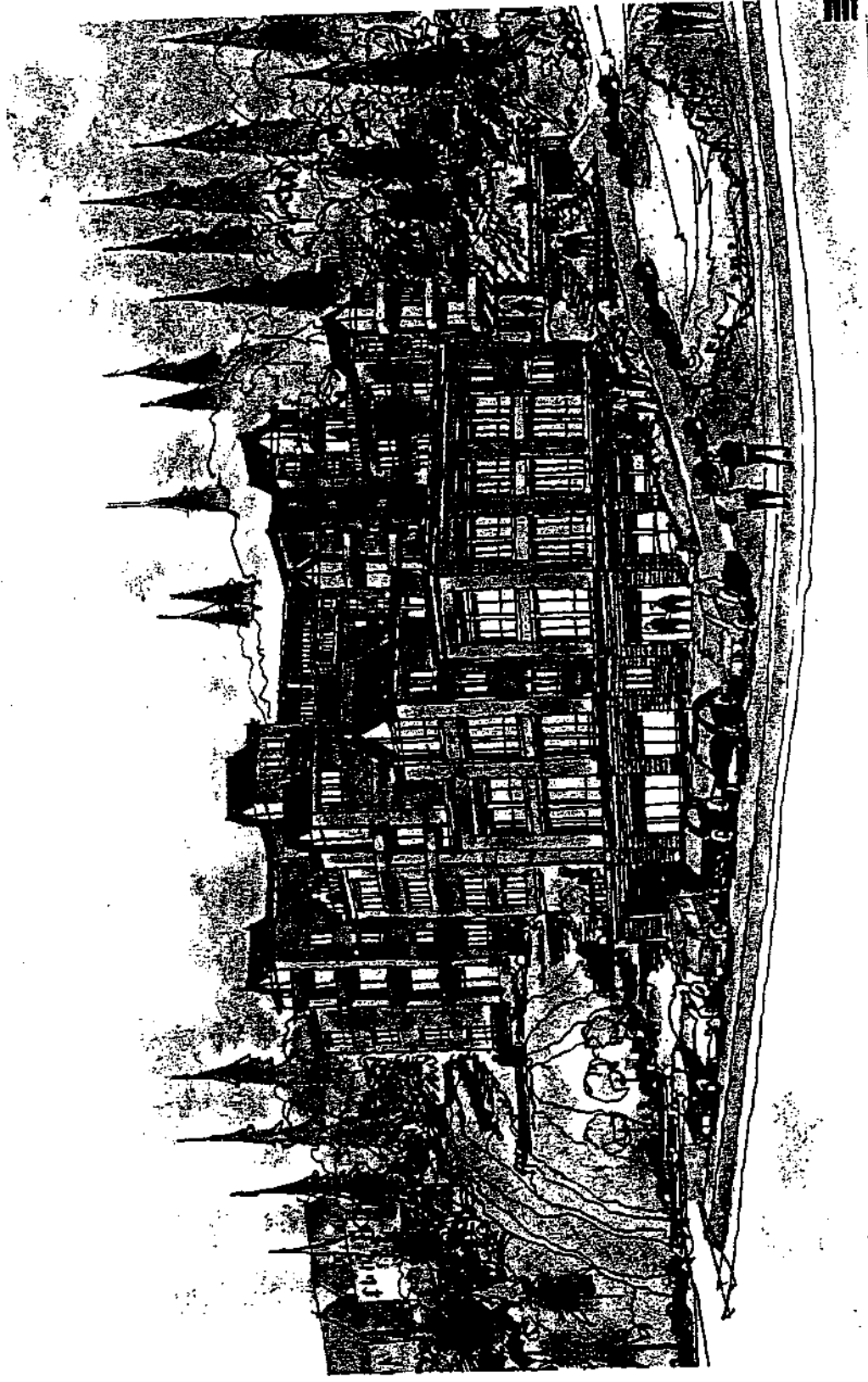
Perspective

910 Bedford Highway



Schedule 1

Perspective View
Plan # 00723-04



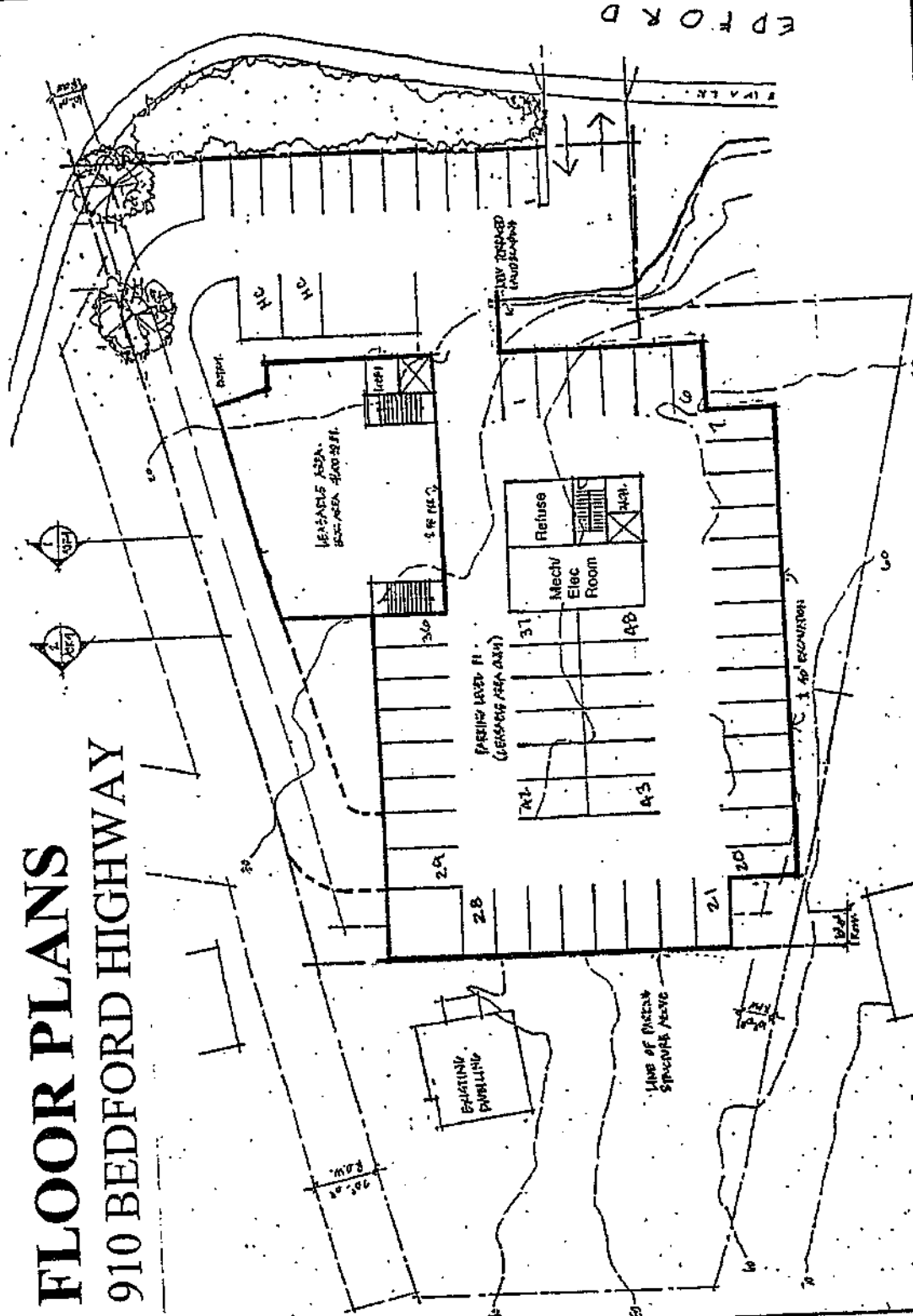
Proposed Building Design 910 Bedford Hwy.

Schedule J

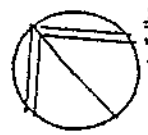
Floor Plan(s):
Plan #00723-06 (a)

FLOOR PLANS

910 BEDFORD HIGHWAY



DAVIS
SEAMORE
REED
ARCHITECTS INC
5th Floor, 555 Ontario St.
Harris, New South Wales 2154
907-120-9990 Fax 907-120-9991



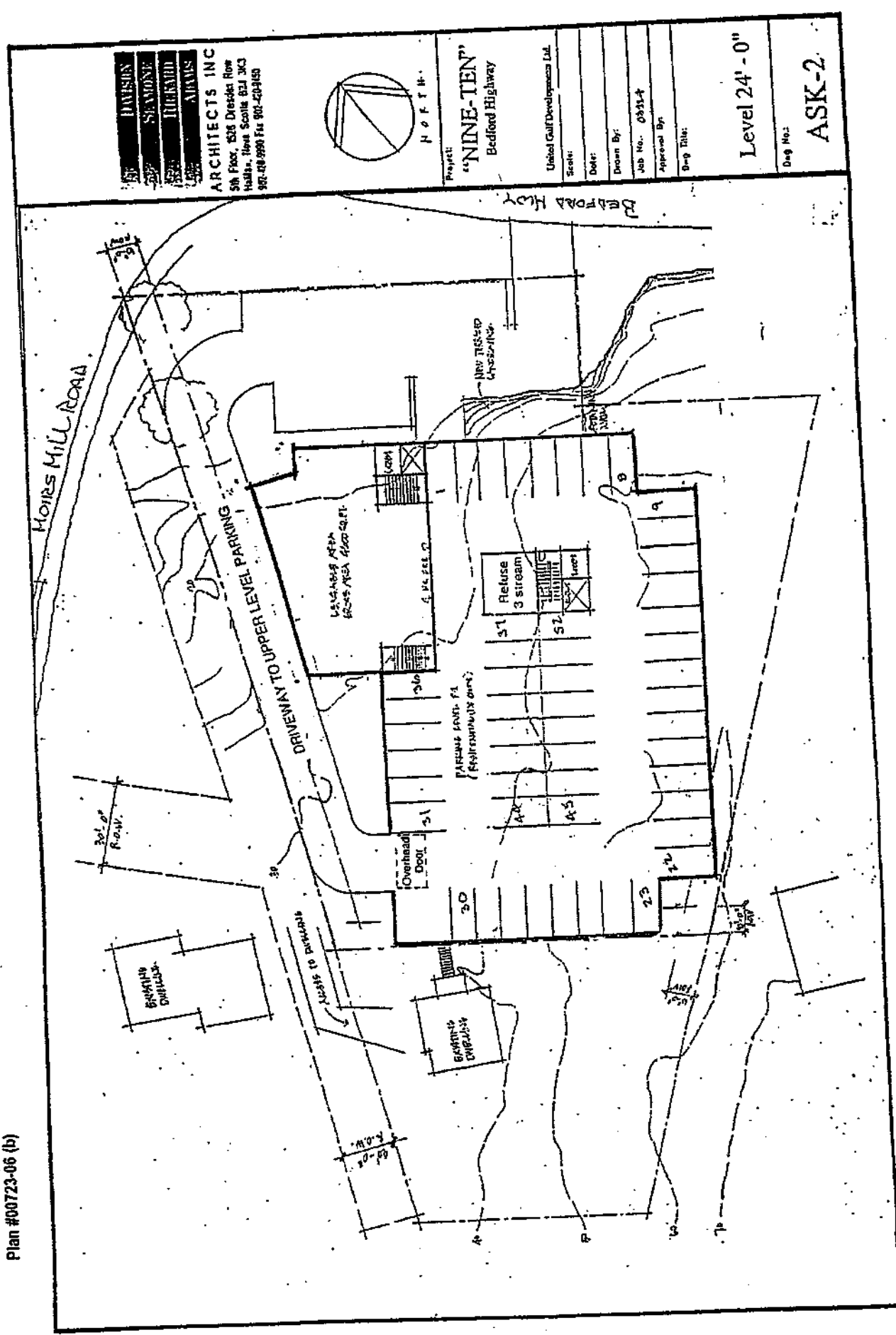
Project:
"NINE-TEN"
Bedford Highway

United Gulf Developments Ltd.
Scale:
Date:
Drawn By:
Job No.: 0723-06
Approved By:
Date:

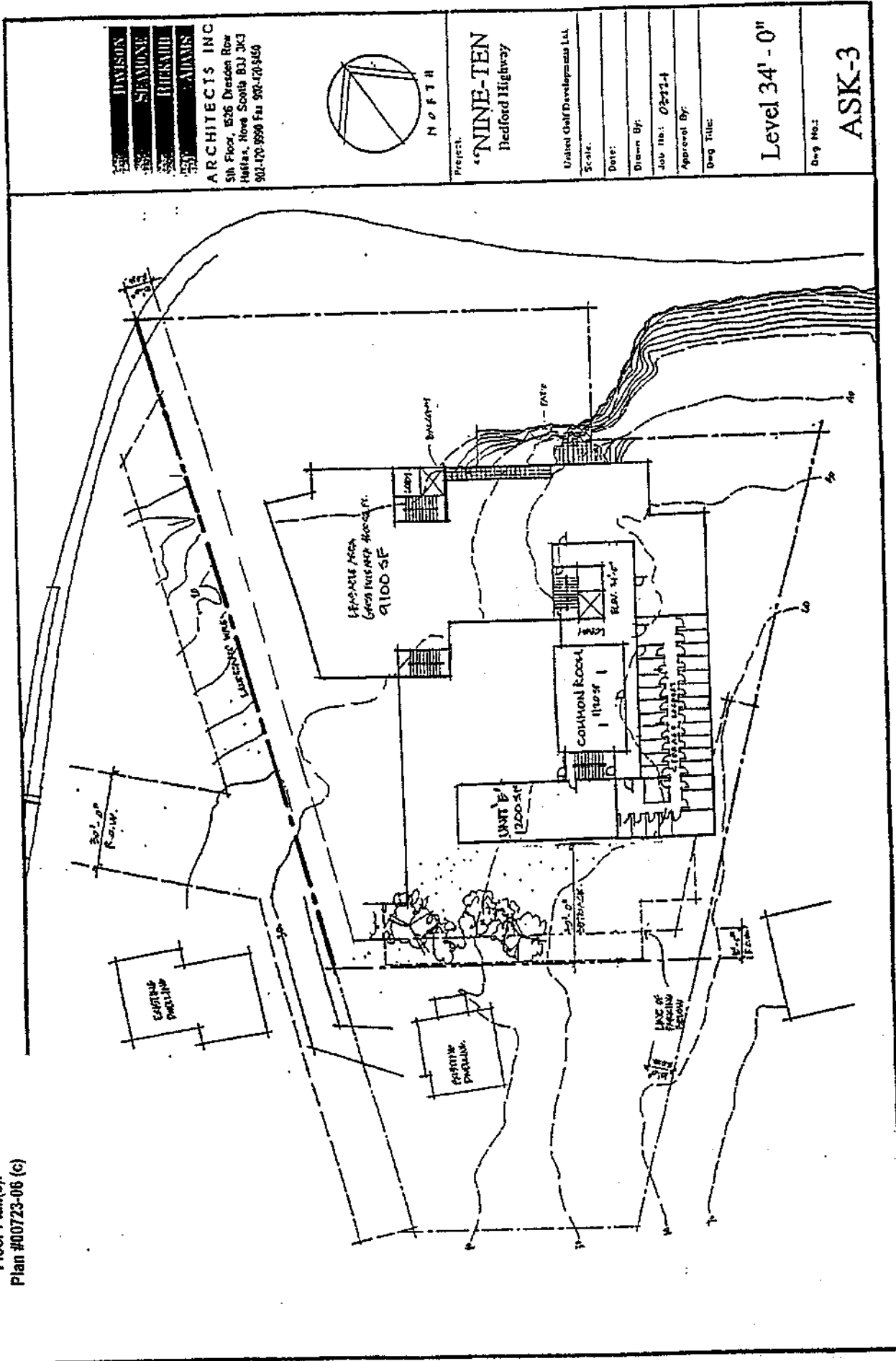
Level 16' - 0"

Draw No.:
ASK-1

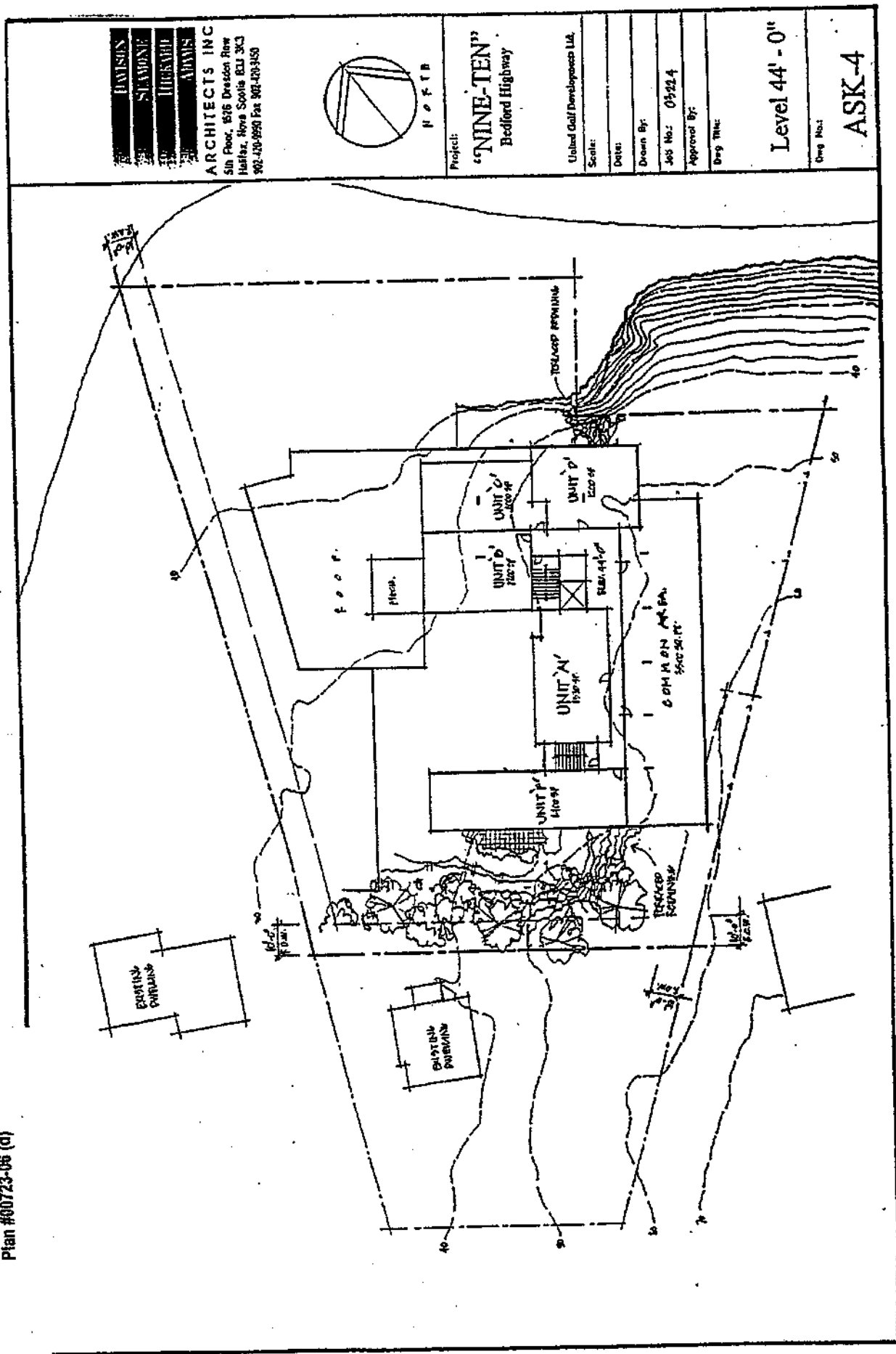
Floor Plan(s):
plan #00723-06 (b)



Floor Plan(s):
Plan #00723-06 (c)

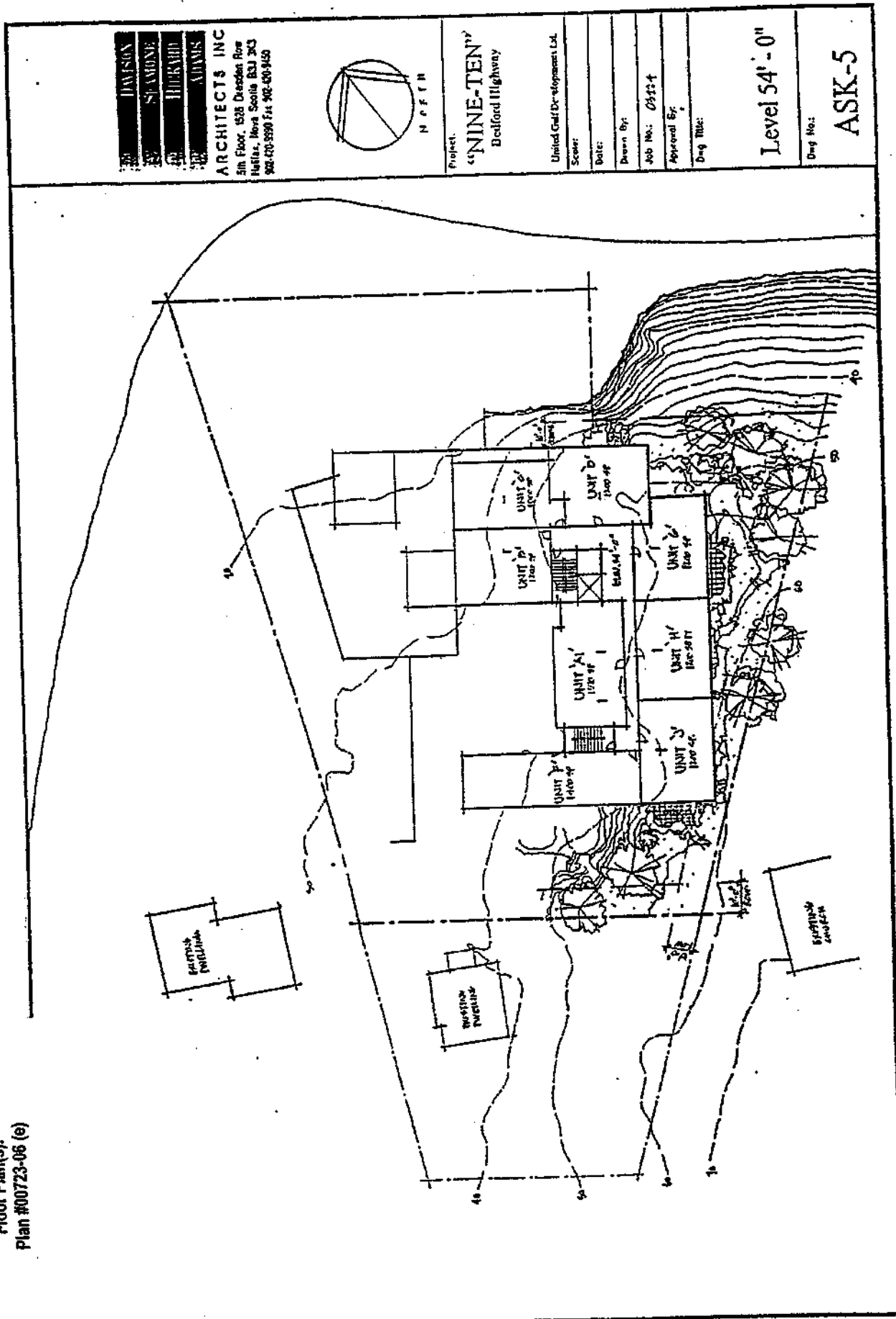


Floor Plan(s):
Plan #00723-06 (d)



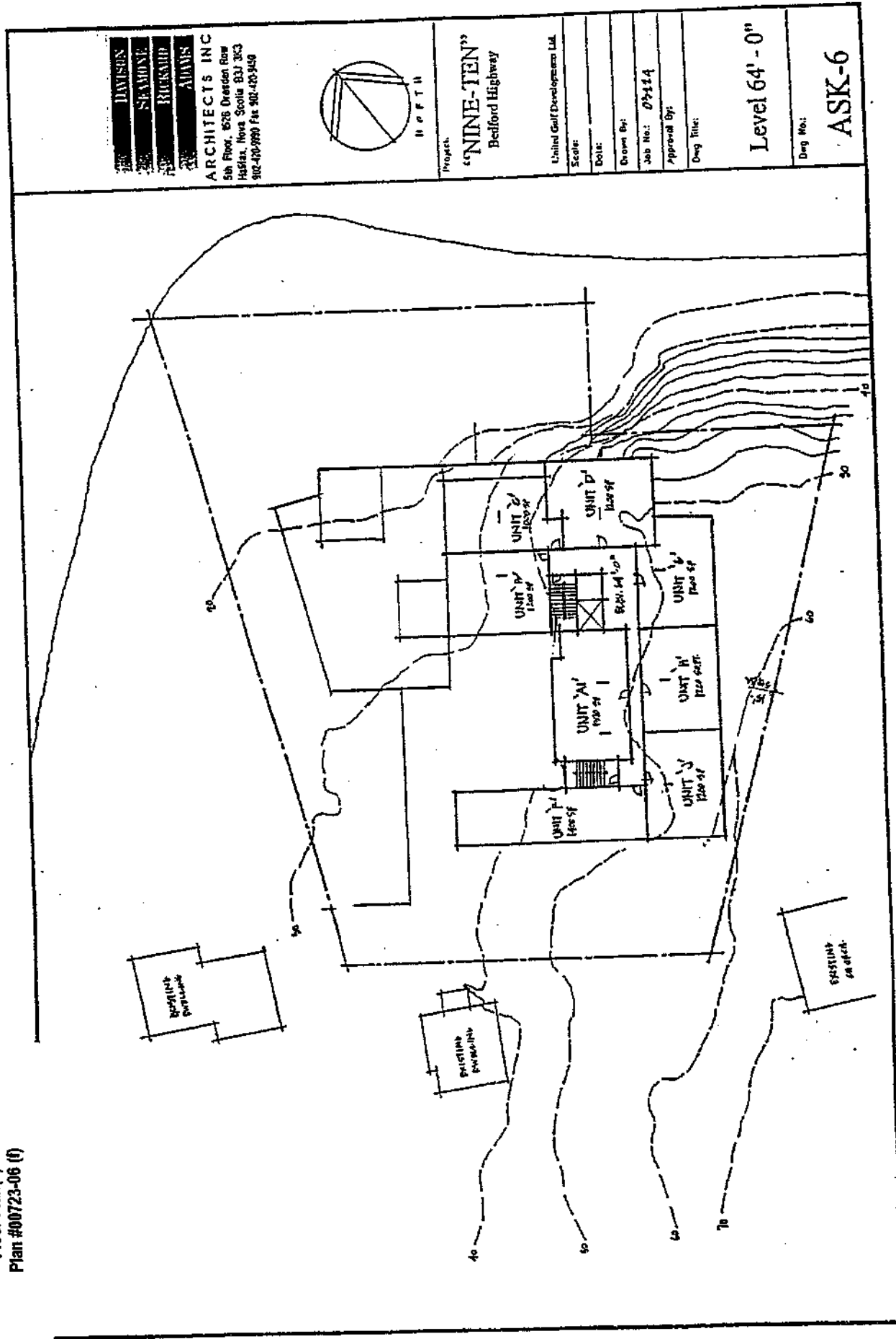
Schedule J

Floor Plan(s):
Plan #00723-06 (e)

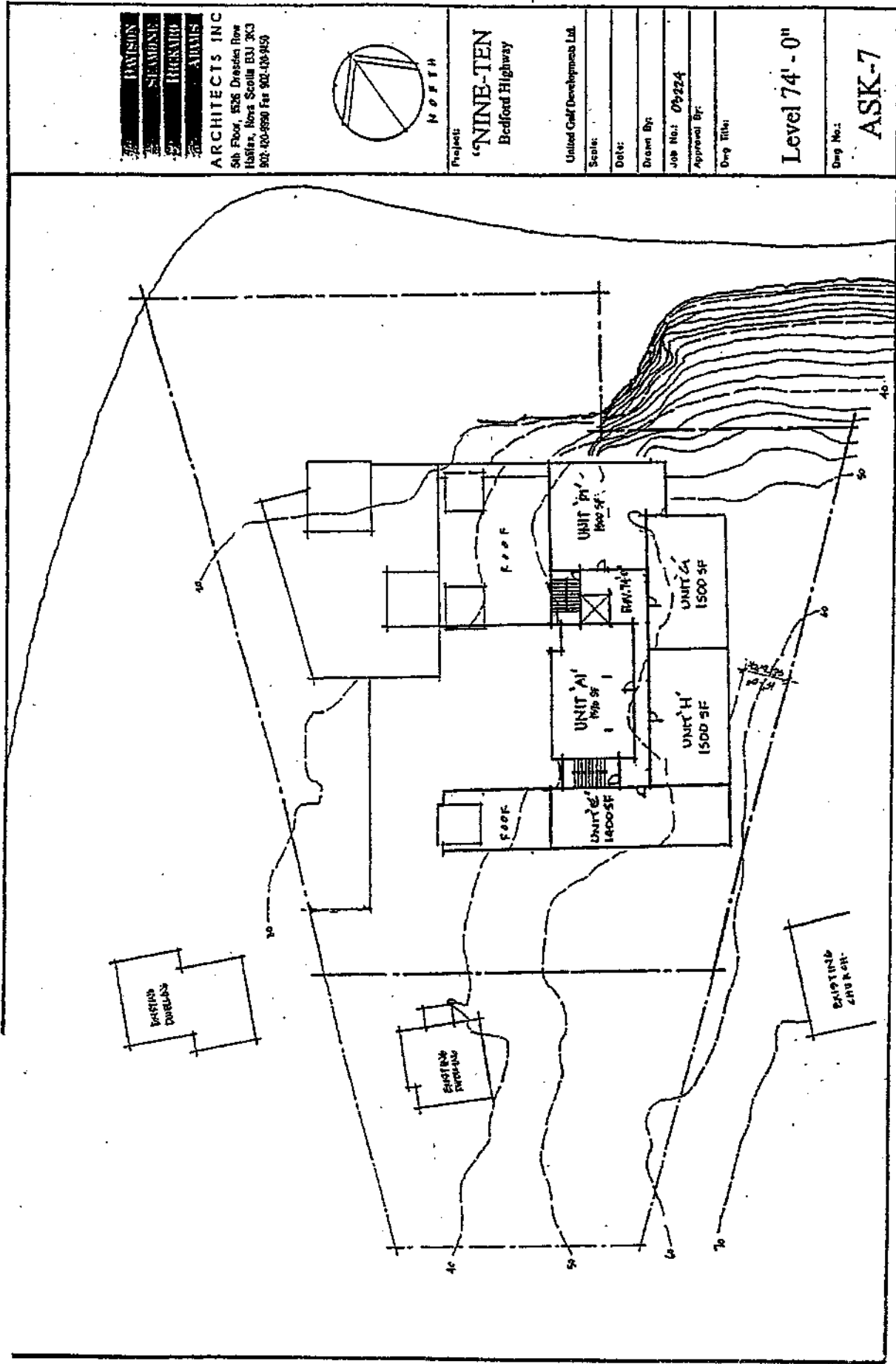


Schedule J

Floor Plan(s):
Plan #00723-06 (I)

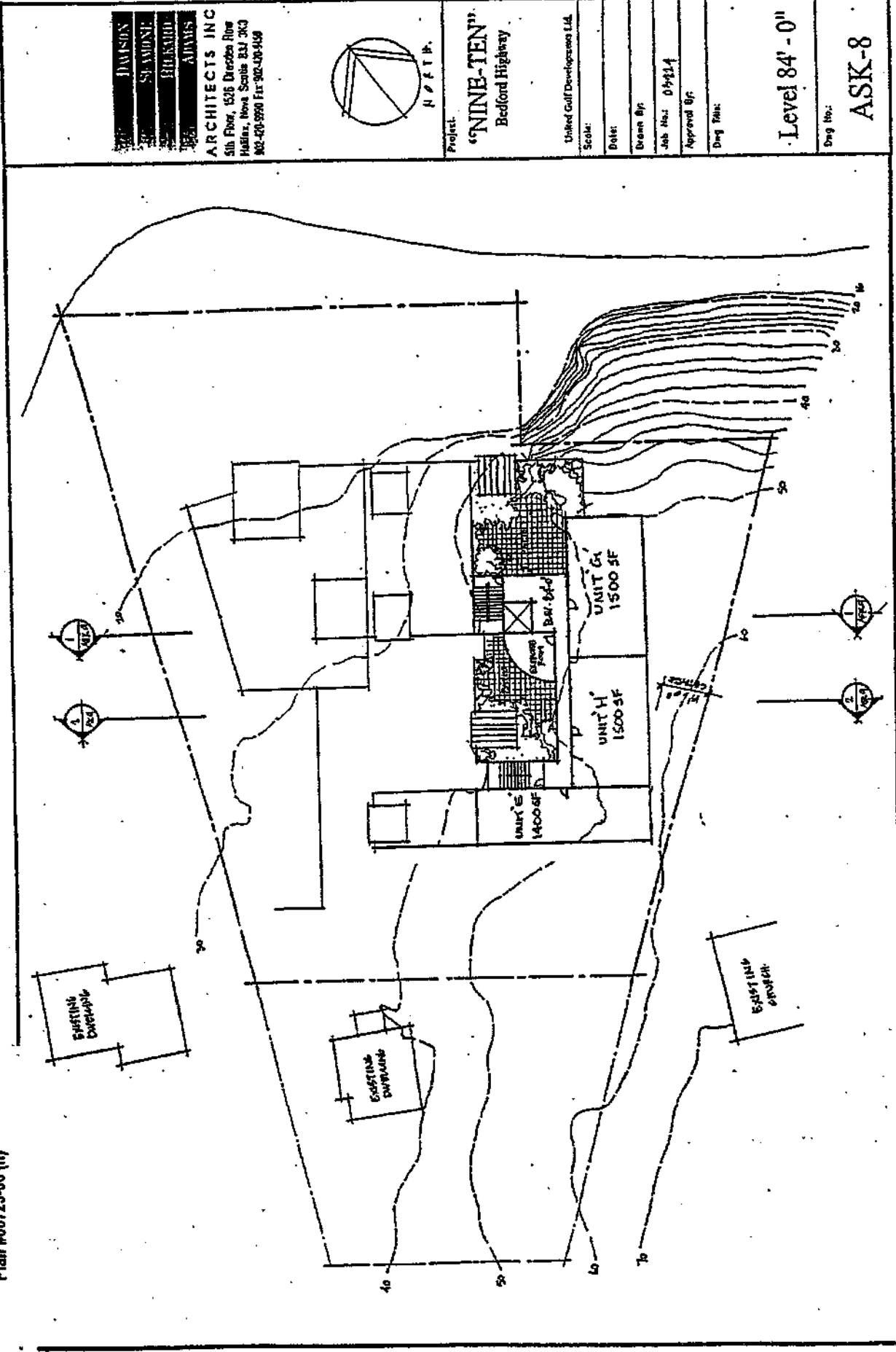


Floor Plan(s):
Plan #00723-06 (g)



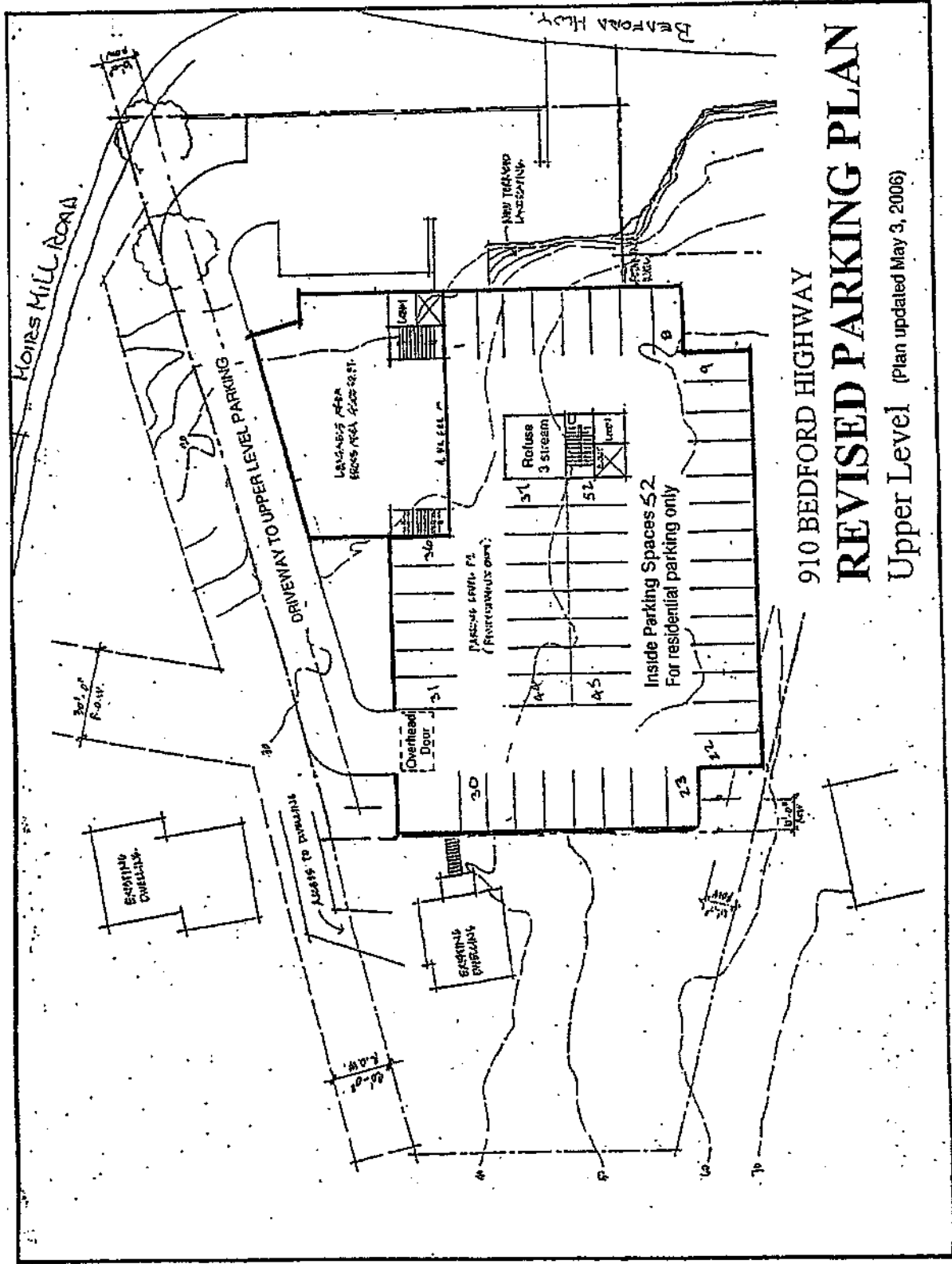
Schedule J

Floor Plan(s):
Plan #00723-06 (ft)



www.k

Parking Plan:
Plan # 00723-06 (a)



Schedule K

Parking Plan:
Plan # 00723-06 (b)

