

Form 24

Purpose: to change the registered interest, benefits or burdens

43  
(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 County  
Submitter's user number: Sean Glover  
Submitter's name: 9586

For Office Use

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

113886163  
Document #

LRB ROD ☐

Jan 16, 2019  
MM DD YYYY

15:47  
Time

In the matter of Parcel Identification Number (PID)

PID	41350497
PID	41443300
PID	41443292
PID	41443284
PID	41350489

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

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

- ☐ Form 24(s)  
☐ Form 8A(s)

Additional information (check appropriate boxes, if applicable):

- ☐ This Form 24 creates or is part of a subdivision or consolidation.  
☐ This Form 24 is a municipal or provincial street or road transfer.  
☐ This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.  
☐ This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

**Power of attorney** (Note: completion of this section is mandatory)

- ☐ The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
- ☐ recorded in the attorney roll
  - ☐ recorded in the parcel register
  - ☐ incorporated in the document

OR

☒ 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 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).

<b>Instrument type</b>	Agreement re Use of Land
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality – Party to Agreement (Burden)
<b>Mailing address of interest holder to be added (if applicable)</b>	P.O. Box 1749 Halifax, Nova Scotia B3J 3A5
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	N/A
<b>Reason for removal of interest (for use only when interest is being removed by operation of law)</b> <i>Instrument code: 443</i>	N/A

**Certificate of Legal Effect:**

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

**Dated** at Halifax, in the County of Halifax, Province of Nova Scotia, on this 30 day of November, 2018.



*Signature of authorized lawyer*

*Name:* Sean Glover

*Address:* 1100-1959 Upper Water Street, Halifax,  
NS B3J 3E5

*Phone:* 1-902-421-6262

*E-mail:* sglover@coxandpalmer.com

*Fax:* 1-902-421-3130

- ☐ 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 FOURTH DEVELOPMENT AGREEMENT made this 11 day of January, 2018,  
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BETWEEN:

**HARBOUR ISLE HALIFAX INC.**

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

OF THE FIRST PART

- and -

**HARBOUR ISLE HAZELTON LTD.**

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

OF THE SECOND PART

- and -

**HALIFAX REGIONAL MUNICIPALITY**

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

OF THE THIRD PART

**WHEREAS** Harbour Isle Halifax Inc. is the registered owner of certain lands identified as PID 41350497, PID 41443300 and PID 41443292, and which said lands are more particularly described in the Schedule A hereto attached;

**AND WHEREAS** Harbour Isle Hazelton Ltd. is the registered owner of certain lands identified as PID 41443284, and which lands are more particularly described in the Schedule B hereto attached;

**AND WHEREAS** together the lands more particularly described in the Schedule A and Schedule B hereto attached together comprise the development, hereinafter called the "Original Lands";

**AND WHEREAS** the Municipality entered into a Development Agreement with GJR Development Ltd. to allow for 255 dwelling units within 3 multi-unit residential buildings on the Original Lands (Municipal Case Number 00864) on April 5, 2007, and which was registered at the Nova Scotia Land Registry on September 11, 2007 as Document Number 88788139, (hereinafter called the "Original Agreement");

**AND WHEREAS** GJR Developments Ltd. transferred its interest in the Original Lands to Sheppards Island Incorporated, which changed its name to Harbour Island Halifax Incorporated on May 14, 2008, and the Municipality approved an application to amend the Original Development Agreement to allow for changes to the exterior building design on the Original Lands (Municipal Case Number 01174) on January 8, 2009, and which was registered at the Nova Scotia Land Registry on March 24, 2009 as Document Number 93015643, (hereinafter called the "First Amending Agreement");

**AND WHEREAS** the Municipality discharged the Original Agreement and First Amending Agreement on April 3, 2012, and entered into a new Development Agreement to allow for a 13 storey residential/commercial mixed-use building on the Original Lands (Municipal Case Number 16601) on May 5, 2011, and which was registered at the Nova Scotia Land Registry on February 22, 2012 as Document Number 100146514 (hereinafter called the "Second Development Agreement");

**AND WHEREAS** the Municipality discharged the Second Development Agreement and entered into a new Development Agreement to allow for one residential/commercial mixed-use building and two multi-unit buildings (Municipal Case Number 18809) on September 11, 2014, and which was registered at the Nova Scotia Land Registry Office on January 29, 2015 as Document Number 106565022 (hereinafter called the "Third Development Agreement"), and which applies to the Original Lands;

**AND WHEREAS** the Municipality approved an application to amend the Third Development Agreement to allow for further subdivision of the Original Lands (Municipal Case Number 20540) on January 5, 2017, and which was registered at the Nova Scotia Land Registry Office in Halifax on April 7, 2017 as Document Number 110574622 (hereinafter called the "First Amendment to the Third Development Agreement"), and which applies to the Original Lands;

**AND WHEREAS** the Municipality approved an application to amend the Existing Agreement to extend the Commencement of Development and Discharge of Agreement dates for the development, (Municipal Case Number 21765) on July 5, 2018, and which was registered at the Nova Scotia Land Registry Office in Halifax on September 26, 2018 as Document Number 113315932 (herein called the "Second Amendment to the Third Development Agreement"), and which applies to the Original Lands;

**AND WHEREAS** the Third Development Agreement, the First Amendment to the Third Development Agreement, and the Second Amendment to the Third Development Agreement together comprise the Existing Development Agreement (hereinafter called "the Existing Agreement");

**AND WHEREAS** Harbour Isle Halifax Inc. is the registered owner of certain lands identified as PID 41350489, and which said lands are more particularly described in the Schedule C hereto attached;

**AND WHEREAS** the Developer has requested that the Municipality discharge the Existing Agreement and enter into a new Development Agreement to allow for a mixed-use development on expanded lands, PID 41350497, PID 41443300, PID 41443292, PID 41443284 and PID 41350489 (hereinafter called the "Lands", pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies WC-4, IP-1(c) and IP-5 of the Dartmouth Municipal Planning Strategy;

**AND WHEREAS** the Harbour East-Marine Drive Community Council for the Municipality, at a meeting on October 4, 2018, approved the said development agreement, referenced as case 20541, to allow for a mixed-use development on the Lands subject to the registered owners of the Lands described herein entering into this Agreement;

**AND WHEREAS** at the same meeting approved the discharge of the Existing Agreement as it applies to PID 41350497, PID 41443300, PID 41443292 and PID 41443284, and filed in the Land Registry Office as Document Number 113784715, and said discharge to take effect upon the Registration of this Agreement;

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

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## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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

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

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

1.2.2 Variances to the requirements of the Land Use By-law for Dartmouth shall not be permitted.

### **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 Dartmouth Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

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

### **1.5 Costs, Expenses, Liabilities and Obligations**

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

### **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

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## 2.2 Definitions Specific to this Agreement

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

- (a) **Amenity Space:** means indoor or outdoor spaces designed for leisure or recreational activities by the occupants of a building.
  - (b) **Building Depth:** means the distance between the required streetline setback and the portion of the building's rear main wall furthest from the required streetline setback, measured along a line that is perpendicular to the front yard setback line.
  - (c) **Common Shared Private Driveway:** means a shared private driveway located in the Common Shared Area which provides access to/from each of the multi-unit buildings, the Common Shared Areas, and to/from the Municipal public streets.
  - (d) **Commercial Use:** means the use of a building for office uses, retail uses, restaurant uses, or service uses.
  - (e) **Floor Plate Area:** means the horizontal cross-section of a floor measured to the outside surface of the exterior walls, and includes all mechanical equipment areas and all open areas inside a building that do not contain a floor, including atriums, elevator shafts, stairwells and similar areas.
  - (f) **Gross Floor Area:** means the gross horizontal area of all floors in all buildings, measured from the exterior faces of the exterior walls but excluding unenclosed balconies and any floor area below the ground floor that is not used for residential purposes.
  - (g) **Streetline yard:** means a yard extending across the full width of a lot between the streetline, or common shared private driveway, and the nearest wall of any main building on the lot.
  - (h) **Streetwall:** means the wall of a building or portion of a wall facing a streetline, or common shared private driveway, that is below the height of a specified stepback or angular plane, which does not include minor recesses for elements such as doorways or intrusions such as bay windows.
  - (i) **Streetwall Height:** means the vertical distance between the top of the streetwall and the streetline grade or common shared private driveway extending across the width of the streetwall.
  - (j) **Streetwall Setback:** means the distance between the streetwall and the streetline or common shared private driveway.
  - (k) **Stepback:** means a specified horizontal recess from the top of a streetwall, which shall be unobstructed from the streetwall to the sky except as otherwise specified.
  - (l) **Streetline:** means the boundary of a public street or common shared private driveway. The boundary of a common shared private driveway shall include any tree lawn and sidewalk areas.
  - (m) **Streetline Grade:** means the elevation of a streetline, or common shared private driveway, at a point that is perpendicular to the horizontal midpoint of the streetwall. Separate streetline or common shared private driveway grades shall be determined for each streetwall segment that is 20 metres in width or part thereof.
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- (n) **Ground Floor Commercial Uses:** means the use of the ground floor of a building for office uses, retail uses, service uses, and restaurant uses.
- (o) **Townhouse-Style Dwelling Unit:** means the portion of a multi-unit building that is similar in appearance to a townhouse unit but which is not capable of being subdivided so that each unit is on its own lot.
- (p) **Live-work:** means a space within a building which is primarily a residential use, but where commercial uses are also permitted to a maximum of 49% of the gross floor area.
- (q) **Storey:** means that portion of a building between any floor and the floor or ceiling or roof next above, provided that any portion of building partly below grade level shall not be deemed to be a storey unless its ceiling is at least six feet above grade. For the purposes of this agreement a mezzanine shall be considered a storey.
- (r) **Waterfront Trail:** means a publicly accessible walkway, located as generally shown on Schedule D (Comprehensive Site Plan), runs the full perimeter of the property.

### **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

#### **3.1 Schedules**

- 3.1.1 The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20541:

Schedule A	Legal Description of the Lands - PID 41350497, PID 41443300 and PID 41443292
Schedule B	Legal Description of the Lands - PID 41443284
Schedule C	Legal Description of the Lands - PID 41350489
Schedule D	Comprehensive Site Plan
Schedule E	Site Plan - Phase 1 and Phase 2
Schedule F	Comprehensive Phasing Plan
Schedule G	Comprehensive Landscape Plan
Schedule H	Landscape Plan - Phase 1 and Phase 2
Schedule I	Waterfront Trail Profile
Schedule J	Building Elevations – Phase 2

#### **3.2 Requirements Prior to Approval**

- 3.2.1 The Municipality shall not issue any Development Permit on Phases 3 through Phase 8 unless final Subdivision Approval has been granted for each lot as it relates to the approval of a building within the Phase being requested, and as generally shown on Schedule F (Comprehensive Phasing Plan).
- 3.2.4 For each Phase, prior to the issuance of any Development Permit, the Developer shall provide the following to the Development Officer:
  - (a) A Landscaping Plan in accordance with Section 3.11 of this agreement;
  - (b) A Lighting Plan in accordance with Section 3.9 of this agreement;
  - (c) Written confirmation that an assessment and removal where applicable, of potential unexploded military ordinance(s) (UXO's) has been completed by the Department of National Defense (DND). The Development Officer also may accept written verification that DND is satisfied that no work or assessment related to UXO's is required on the Lands in order to satisfy the terms of this clause;



- (d) Phase Two Only: Confirmation that the design of the Waterfront Trail is acceptable to the HRM Parkland Planner, and confirmation that the easement for a Primary Trail corridor has been extended as generally illustrated on Schedule F (Comprehensive Phasing Plan);
- (e) Confirmation that no portion of any building, including balcony/building projection, projects into the waterfront trail easement. Verification is required on building drawings illustrating the foundation location in relation to the waterfront easement, and dimensions of all proposed balconies/building projections encroaching into the area between the foundation and the easement;
- (f) Confirmation that any required Common Share Private Driveway has been constructed in accordance with Section 3.6 (Common Share Driveway) and Schedule F; (Comprehensive Phasing Plan), and which shall be reviewed and approved by the HRM Development Engineer and HRM Fire Services;
- (g) A Lot Grading Plan and Erosion and Sedimentation Control Plan, in accordance with Section 5 of this agreement; and
- (h) Information on the design and placement of all fire suppression infrastructure which shall be reviewed and approved by HRM Fire Services.

3.2.5 Prior to the issuance of any Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) 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 3.9 of this Agreement;
- (b) 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 3.11 of this Agreement; and
- (c) Phase Two Only: Confirmation that the Waterfront Trail has been constructed to HRM standard as outlined in this Agreement.

3.2.6 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.

3.2.7 Notwithstanding subsection 3.2.6, if relevant securities have been posted in accordance with this Agreement to the satisfaction of the Development Officer, an Occupancy Permit may be issued.

### **3.3 General Description of Land Use**

3.3.1 The use(s) of the Lands permitted by this Agreement are as generally illustrated on the Schedules and consist of the following:

- (a) Phase 1: A building, as shown on Schedule D (Comprehensive Site Plan), containing a maximum of 96 dwelling units, and shall:
  - (i) not exceed a height of 14 storeys;
  - (ii) include townhouse-style units with direct access at grade, and may permit live-work uses;
  - (iii) include 427 square meters of ground floor commercial uses;
  - (iv) notwithstanding (ii) and (iii) above, the ground floor commercial space may be developed and used as townhouse style units.

- (b) Phase 2: Two (2) buildings, as generally shown on Schedule D (Comprehensive Site Plan) and Schedule E (Site Plan Phases 1 and 2) and Schedule J (Building Elevations), containing a maximum total of 212 dwelling units, and shall:
- i) not exceed a height of 16 storeys;
  - ii) include townhouse-style dwelling units with access at grade, and may permit live-work uses;
  - iii) ground floor commercial uses, excluding drive through uses; and
  - iv) notwithstanding (ii) and (iii) above, the ground floor commercial space may be developed and used as townhouse-style units.
- (c) Phases 3 to 5: Each phase shall contain one building, as generally shown on Schedule D (Comprehensive Site Plan) each containing a maximum of 105 dwelling units, and shall:
- i) not exceed a height of 16 storeys, excluding mechanical penthouses;
  - ii) include ground level townhouse-style dwelling units with access at grade, and/or ground floor commercial use, excluding drive through uses; and
  - iii) allow ground level townhouse-style dwelling units the option to include live-work uses.
- (d) Phase 6: An office building containing a maximum of 9,290 square meters, as generally shown on Schedule D (Comprehensive Site Plan), and which the building and site design shall only be permitted through a future non-substantive amendment to this Agreement.
- (e) Phase 7: A hotel building containing a maximum of 175 rooms, as generally shown on Schedule D (Comprehensive Site Plan), and which the building and site design shall only be permitted through a future non-substantive amendment to this Agreement.
- (f) Phase 8: A 2-storey restaurant building not to exceed 465 square meters, as generally shown on Schedule D (Comprehensive Site Plan), and which the building and site design shall only be permitted through a future non-substantive amendment to this Agreement.

### **3.4 Built Form Requirements**

- 3.4.1 With the exception of Phase One and Phase Two, all buildings shall meet the built form requirements as outlined in this section 3.4.
- 3.4.2 All ground floor residential units shall have a primary entrance located directly on a public street or common shared private driveway.
- 3.4.3 At least 25% of the total number of dwelling units in a building, rounded up to the nearest full number, shall include two or more bedrooms.
- 3.4.4 All residential buildings shall include 10 square metres of amenity space per dwelling unit, and must include a Fitness Room or Community Room of not less than 40 square meters.

#### Ground Floor Height

- 3.4.5 Where non-residential uses are located at the ground floor of a building, the ground floor shall have a floor-to-floor height of no less than 4.5 meters measured from the streetline grade. This does not apply to live-work units.

#### Streetwall Setback

- 3.4.6 The streetwall shall have a minimum streetline yard of 1.5 meters and a maximum streetline yard of 4 meters, however up to 35% of any streetwall may exceed the maximum streetline yard.
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- 3.4.7 No part of any building or structure shall be closer than 3 meters to the waterfront trail easement, and no part of any building may project into or over the waterfront trail easement.

**Streetwall Height**

- 3.4.8 The streetwall height shall be 11 meters, however up to 20% of the streetwall may exceed the required streetwall height.

**Streetwall Width**

- 3.4.9 The streetwall shall extend along the entire length of the lot abutting the streetline, however breaks in the streetwall, no greater than 7 meters in width, shall be permitted to create access to internal courtyards.

**Streetwall Stepbacks**

- 3.4.10 Buildings shall be stepped back a minimum of three 3 meters on all sides of the building for all portions of the building above the streetwall height, however no stepback is required for up to 20% of the width of a building along a streetline.

**Maximum Floor Plate Area**

- 3.4.11 Above the streetwall height, building depth building shall not exceed 37 meters.
- 3.4.12 Above the streetwall height, building shall not exceed a gross floor area of 880 square meters.

**Building Separation**

- 3.4.13 Above the streetwall height, any portions of the same or any other main building on the same lot shall be separated by at least 25 meters.

**Building Projections**

- 3.4.14 Required yards, setbacks, stepbacks, and separation distances shall be open and unobstructed except for building features such as: wheelchair ramps, patios, walkways, lifting devices, steps, and clear glass guard and railing systems, eaves, gutters, downspouts, cornices, chimneys, balconies, decks, verandas, canopies, and awnings.

**3.5 Architectural Requirements**

- 3.5.1 With the exception of Phase One and Phase Two, all buildings shall meet the architectural requirements as outlined in this section 3.5.

**Entrances**

- 3.5.2 The main entrances to any 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.
- 3.5.3 At least one main door shall face the street or common shared private driveway or public street, and service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.5.4 Lobby for residential use may be on the ground floor, and shall be completely separate from any commercial entrance.

**Streetwall**

- 3.5.5 The streetwall shall incorporate building recesses, projections, changes in materials, and colours to articulate human-scaled façades. Streetwalls shall be articulated with vertically in fine-grained forms such as retail bays or townhouse-style units.
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- 3.5.6 The streetwall design shall incorporate a combination of transparency, articulation using high quality materials to clearly define the pedestrian environment.

Rear and Side Facades

- 3.5.7 The façades facing the streets and common shared private driveways shall be designed and detailed as primary façades. Similar architectural treatment shall be continued around all sides of the buildings.

Blank Walls and Exposed Foundation

- 3.5.8 Blank or unadorned walls shall not be permitted. Large walls shall be enhanced by the introduction of artwork, such as murals, textural plantings and/or trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane).
- 3.5.9 Building walls visible from the Waterfront Trail shall be articulated with textural plantings and/or trellises and architectural detail.
- 3.5.10 Any exposed foundation in excess of 0.5 meters in height shall be architecturally detailed, veneered with stone or brick or treated in an equivalent manner acceptable to the Development Officer.

Building Materials

- 3.5.11 Exterior building materials shall not include vinyl siding nor exterior insulation and finish systems where stucco is applied to rigid insulation.

Roof and Functional Elements

- 3.5.12 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.
- 3.5.13 Buildings shall be designed such that mechanical systems (HVAC, exhaust fans, etc.) are not visible from any street, common shared private driveway or abutting residential properties.
- 3.5.14 Mechanical equipment or exhaust fans shall not be located between the building and adjacent residential properties unless screened as an integral part of the building design, and shall implement noise reduction measures. This shall exclude individual residential mechanical systems.
- 3.5.15 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

Windows and Commercial Storefronts

- 3.5.16 The first floor façade of buildings with ground floor commercial uses shall provide a minimum of 50% of 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.
- 3.5.17 Fixed or retractable awnings are permitted at ground floor levels.
- 3.5.18 Multiple storefronts shall appear similar 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.
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### **3.6 Common Shared Private Driveways**

- 3.6.1 All Common Shared Private Driveways shall be as generally shown on Schedule F (Comprehensive Phasing Plan) and shall be approved by the Development Engineer prior to the issuance of any development permit;
- 3.6.2 All portions of any Common Shared Private Driveways shown on Schedule F (Comprehensive Phasing Plan) shall be constructed and approved by the Development Engineer prior to the issuance of any occupancy permit for any building in that Phase.

### **3.7 Parking, Circulation and Access**

- 3.7.1 All required parking shall be provided underground or within internal courtyards, and shall meet the minimum standards provided in the Dartmouth Land Use Bylaw.
- 3.7.2 Notwithstanding 3.7.1, one parking space shall be provided for each residential unit, and no additional parking shall be required for at-grade commercial uses.
- 3.7.3 No underground parking is permitted to encroach within the common shared private driveway, and shall be entirely located an elevation of 0.25 metres below the streetline grade.
- 3.7.4 No parking shall be permitted within any streetline yard.
- 3.7.5 All vehicular entrances shall be approved by the Development Engineer to ensure safe passage for vehicles and pedestrians.
- 3.7.6 All common shared private driveways and surface parking areas shall be hard surfaced with asphalt, concrete, pavers or an acceptable equivalent and driveways shall be delineated by concrete curbs.
- 3.7.7 All parking spaces and driving aisles shall be delineated by painted lines.
- 3.7.8 Bicycle parking shall be provided in accordance with the requirement of the *Dartmouth Land Use By-Law*.

### **3.8 Signs**

- 3.8.1 Signage shall conform to the following requirements:
    - (a) Projecting or canopy signs may be permitted provided that encroachment permits/licenses are approved if located within the right-of-way;
    - (b) No flashing lights shall be incorporated in any sign and any lighting shall be arranged so as not to be directed at neighbouring properties;
    - (c) Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the Lands;
    - (d) Directional ground and fascia signs as may be required for vehicular/pedestrian traffic and "way-finding" purposes are permitted on the Lands;
    - (e) A maximum of two permanent ground signs shall be permitted on the Lands to denote the community or development name. The sign shall require the approval of the Development Officer in consultation with the Development Engineer. The maximum height of any such sign inclusive of support structures shall not exceed 3.05 meters and the face area of any sign shall not exceed 4.65 square meters. The only illumination permitted shall be low wattage, shielded, exterior fixtures;
    - (f) Commercial signage shall be limited to two signs per tenant, and shall comply with the signage provisions of the *Dartmouth Land Use By-law*;
    - (g) Signs location on the roof of any structure shall be prohibited; and
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- (h) All signs on the Lands shall only be externally illuminated.

### **3.9 Outdoor Lighting**

- 3.9.1 Lighting shall not be directed to driveways, parking areas, trails, loading areas, building entrances and walkways, and shall be arranged so as to divert light away from public streets, adjacent lots and buildings.
- 3.9.2 Further to subsection 3.9.1, prior to the issuance of a Development Permit for any phase of the development, the Developer shall submit a Lighting Plan prepared by a Qualified Professional 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.
- 3.9.3 The information used to satisfy the requirements of this section may be included on the Comprehensive Site Plan, or a Site Plan for any Phase, provided the Development Officer is satisfied of compliance with this Agreement.

### **3.10 Interim Landscaped Area - Phase 3**

- 3.10.1 Prior to the issuance of any occupancy permit the Developer shall construct a private landscaped area, located on Phase 3, as an interim measure prior to the development of any future Phase, and as generally illustrated on Schedule E (Site Plan – Phase 1 and Phase 2) and Schedule H (Landscape Plan – Phase 1 and 2).
- 3.10.2 The design of the interim landscaped area shall be included on the Landscape Plan required pursuant to Section 3.11 below, and in accordance with Schedule H (Landscape Plan – Phase 1 and 2).

### **3.11 Landscaping**

- 3.11.1 Prior to the issuance of any Development Permit, the Developer agrees to provide a Landscaping Plan, for any Phase, which complies with the provisions of this section, and shall be prepared by a Landscape Architect who is a full member, in good standing with Canadian Society of Landscape Architects.
- 3.11.2 All portions of the Lands not used for structures, parking areas, driveways, curbing, or walkways shall be landscaped except for areas where natural vegetative cover is maintained. Landscaping shall be deemed to include grass, mulch, decorative stone or water features, planting beds, trees, bushes, shrubs or other plant material or decorative element deemed acceptable by the Development Officer.
- 3.11.3 The Landscape Plan for each phase shall conform to the following requirements:
- (a) 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 in the opinion of the Landscape Architect that prepares the Landscape Plan(s);
  - (b) Planting materials shall be selected for their ability to survive in their specific location relative to such factors including, but not limited to, sunlight/shade conditions, or rooftop and sea exposure conditions;
  - (c) Include the location, spacing and species of any vegetation;
  - (d) The Developer shall maintain all landscaping and shall replace any damaged, dead or removed stock; and
-

- (e) Include any proposed constructed landscaping feature such as fencing, retaining walls, pergolas, three stream waste disposal facilities, benches, and shall describe their location, design, construction specifications, hard surface areas and materials.

- 3.11.4 Retaining walls shall be permitted on private property only, unless approved by the Development Engineer, and any retaining wall shall be constructed of a decorative precast concrete or modular stone retaining wall system or acceptable equivalent.
- 3.11.5 Details of retaining wall systems that exceed a height of 1 meter are to be identified, including the height and type of fencing proposed in conjunction. Construction details of any fence and wall combination should be provided and certified by a Professional Engineer.
- 3.11.6 Building walls visible from the Waterfront Trail shall be articulated with textural plantings and/or trellises, or architectural details to create shadow lines, such as implied windows, cornice lines, offsets in the vertical plane, horizontal vertical strip patterns, and varied masonry materials.
- 3.11.8 Prior to issuance of any Occupancy Permit for a building within any Phase, the Developer shall submit to the Development Officer a letter, prepared by a member in good standing of the Canadian Society of Landscape Architects, certifying that all landscaping has been completed according to the terms of this Agreement.
- 3.11.9 Notwithstanding Section 3.11.8, the Occupancy Permits for a building within any Phase may be issued provided that the Developer supplies 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 as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months (12) 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.

### **3.12 Waterfront Trail**

- 3.12.1 A 3.04 meter wide public easement for the waterfront trail shall be granted to the Municipality. The trail easement shall begin at Marketplace Drive, run along the waterfront boundary of the Lands along Wrights Cove, and end at the opposite end of Marketplace Drive as generally illustrated on Schedule F (Comprehensive Phasing Plan).
  - 3.12.2 The Developer agrees to construct a 2.2 meter wide waterfront trail within the public easement. The trail surface shall include an asphalt surface and be accompanied by shoulders comprised of bark mulch or another material deemed acceptable by the Municipality.
  - 3.12.3 The waterfront 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 exact location and design of the waterfront trail shall be approved by the Development Officer, in consultation with the Parkland Planner, prior to the issuance of a Development Permit. The waterfront trail shall be constructed, as specified, prior to the issuance of any Occupancy Permit for Phase 2 or any future Phase of the Development.
  - 3.12.4 All portions of the waterfront trail within the public easement constructed over fill material placed on the site must be certified by a geotechnical engineer prior to HRM acceptance.
-

- 3.12.5 All connections between common shared private driveway or sidewalks and the waterfront trail shall be of the same surface material as the waterfront trail. These connections shall meet accessibility standards, and shall conform to a maximum grade of 8%.
- 3.12.6 Signage shall be located at both entry points on Marketplace Drive indicating that the waterfront trail is accessible to the public at each intersection of the waterfront trail to either the road or the private common driveways.
- 3.12.7 Naming of the waterfront trail shall be in accordance with HRM Asset Naming Policy AO-46.
- 3.12.8 Any portion of a building shall be setback a minimum of 3 meter from the nearest edge of the public easement for the waterfront trail.
- 3.12.9 Notwithstanding 3.12.8, an exception to this setback from the public easement for the waterfront trail may be granted by the Development Officer for the buildings in Phase 2, in the four locations shown on Schedule D (Comprehensive Site Plan), given that the setback is no less than 0.7 meters and has been maximized to the greatest extent possible.
- 3.12.9 The Municipality shall maintain and keep in good repair all portions of the waterfront trail.

### **3.13 Maintenance**

- 3.13.1 The Developer shall maintain and keep in good repair all portions of the development, excluding the waterfront trail, on the Lands, including but not limited to, the exteriors of buildings, fencing, walkways, recreational amenities, parking areas, 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.
- 3.13.2 All areas disturbed after the issuance of Occupancy Permits for any Phase shall be reinstated to original condition or better.

### **3.14 Temporary Construction Building**

- 3.14.1 A building 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/office building shall be removed from the Lands prior to occupancy of the last dwelling unit.

### **3.15 Subdivision of the Lands**

- 3.15.1 Final subdivision approval shall be required in accordance with the *Regional Subdivision By-Law* prior to the issuance of a development permit for each phase of the development.

## **PART 4: STREETS AND MUNICIPAL SERVICES**

### **4.1 General Provisions**

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineering prior to undertaking the work.

### **4.2 Off-Site Disturbance**



- 4.2.1 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**

- 4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to any building in any phase of the development shall be underground installation.

#### **4.4 Site Preparation in a Subdivision**

- 4.4.1 The Developer shall not commence clearing, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Development Engineer.

#### **4.5 Other Approvals**

- 4.5.1 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 sanitary sewer system, water supply system, stormwater, sewer and drainage systems, streets, and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of HRM and other approval agencies, except as provided herein. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All construction shall be in accordance with Municipal Specifications and By-Laws.

#### **4.6 Solid Waste Facilities**

- 4.6.1 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 or masonry walls with suitable landscaping.
- 4.6.2 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 effect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

#### **4.7 Private Infrastructure**

- 4.7.1 All private services and infrastructure located on the Lands, including but not limited to the common shared private driveways, laterals for water and sewer, and any private stormwater pipes or collection systems, shall be owned, operated and maintained by the Developer. Furthermore, the Municipality shall not assume ownership of any of the private infrastructure or service systems constructed on the Lands.

#### **4.8 Outstanding Site Work**

- 4.8.1 For any building in any phase of the Development securities 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 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.

## **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

### **5.1 Site Grading/Disturbance, Erosion and Sedimentation Control, and Stormwater Management Plans**

- 5.1.1 Prior to the commencement of any site work on the Lands, for each Phase or for any Phase of the development, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
  - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
  - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.

### **5.2 Failure to Conform to Plans**

- 5.2.1 If the Developer fails at any time during any site work or construction to fully conform to the requirements set out in Part 5 of this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Officer, in consultation with the Development Engineer, to ensure compliance with the environmental protection plans.
- 5.2.1 No development permit shall be issued for any building on a lot abutting the coast of the Atlantic Ocean, including its inlets, bays and harbours, within a 3.8 meter elevation above the Canadian Geodetic Vertical Datum (CGVD 28).

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be non-substantive and may be amended by a resolution of Community Council:
- (a) Changes to the location and layout of uses and buildings as illustrated on Schedule D (Comprehensive Site Plan), that in the opinion of the Development Officer do not comply with this Agreement;
  - (b) Changes to the design of the buildings, in accordance with Sections 3.4 (Built Form Requirements) and Section 3.5 (Architectural Requirements) which in the opinion of the Development Officer do not comply with this agreement;
  - (c) Changes to the number of units permitted per Phase, but shall not include an increase in the total number of units;
  - (d) Changes to the requirements of Section 3.12 (Waterfront Trail);
-

- (d) The approval of Phase 6, Phase 7 and Phase 8, in accordance with Section 3.3 (Use of the Land); and
- (f) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 and 7.3.2 of this Agreement;

## **6.2 Substantive Amendments**

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

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

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

### **7.2 Subsequent Owners**

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

### **7.3 Commencement of Development**

- 7.3.1 In the event that construction of Phase Two has not commenced within three (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 In the event that construction of any subsequent phase has not commenced within ten (10) 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.
- 7.3.3 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for any proposed building(s) or podium structure in Phase Two.

### **7.4 Completion of Development and Discharge of Agreement**

- 7.4.1 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 Dartmouth Municipal Planning Strategy and Dartmouth Land Use By-law, as may be amended from time to time.

7.4.2 If the Developer fails to complete the development after fifteen (15) 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.

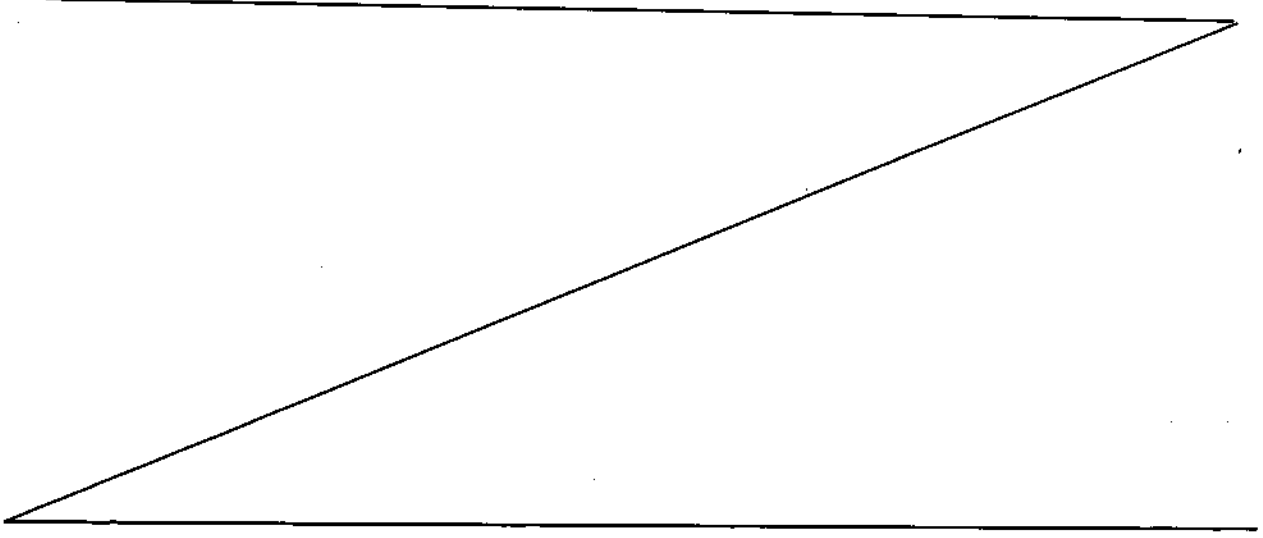
## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four (24) hours of receiving such a request.

### **8.2 Failure to Comply**

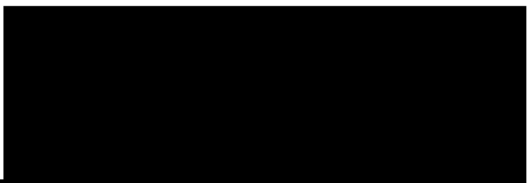
8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty days written notice of the failure or default, then in each such case:

- (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:

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

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

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Witness

HARBOUR ISLE HALIFAX INC

Per: 

Name: Elliot Steiner  
Position: President


HARBOUR ISLE HAZELTON LTD

Per: 

Name: Elliott Steiner  
Position: President

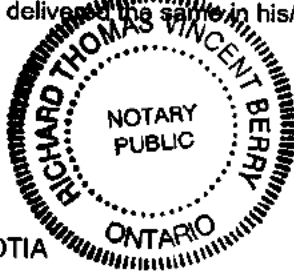
HALIFAX REGIONAL MUNICIPALITY


Per:   
MAYOR Mike Savage

Per:   
MUNICIPAL CLERK Kevin Arjoon

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 5 day of Nov, A.D. 20 18, before me, the subscriber personally came and appeared Pierre Leonard a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath, and said that Harbour Isle Halifax Inc. of the parties thereto, signed, sealed and delivered the same in his/her presence.



  
A Commissioner of the Supreme Court  
of Nova Scotia  
*Produce at  
6.02.17*

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 11th day of Jan, A.D. 20 19, before me, the subscriber personally came and appeared Ken Bennett & April Stewart the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.


  
A Commissioner of the Supreme Court  
of Nova Scotia

**PHOEBE RAI**  
A Commissioner of the  
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 5 day of Nov, A.D. 20 18, before me, the subscriber personally came and appeared Pierre Lehou a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Harbour Isle Hazelton Ltd. parties thereto, signed, sealed and delivered the same in his/her presence.



  
Commissioner of the Supreme Court  
of Nova Scotia  
*Province of Ontario*

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 11th day of Jan, A.D. 2019, before me, the subscriber personally came and appeared Ken Benoit & April Stewart the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

  
A Commissioner of the Supreme Court  
of Nova Scotia

**PHOEBE RAI**  
A Commissioner of the  
Supreme Court of Nova Scotia

Schedule A

HARBOUR ISLE HALIFAX:

**PID 41350497**

Registration County: HALIFAX COUNTY

Street/Place Name: MARKETPLACE DRIVE /DARTMOUTH

Title of Plan: PLAN OF SURVEY OF PARCELS A, MD-1ACD AND MD-2AB AND SHOWING LOT C1-R AND LOT C4A, BEING A SUBDIVISION AND CONSOLIDATION OF LOT C1, LANDS OF HARBOUR ISLE HALIFAX INCORPORATED, LOT C4, LANDS OF HARBOUR ISLE HAZELTON LTD., PARCEL MC-1 (MARKETPLACE DRIVE) AND PARCEL MD-2, LANDS OF HALIFAX REGIONAL MUNICIPALITY

Designation of Parcel on Plan: LOT C4A

Registration Number of Plan: 110611192

Registration Date of Plan: 2017-04-18 10:56:45

Saving and excepting Lots C4A-1 , C4A-2 and C4A-3 as shown on Registered Plan No. 110971091 recorded in the Land Registration Office for Halifax Regional Municipality.

Together with the benefit of a covenant registered in the Land Registration Office for the County of Halifax on October 24, 2000 in Book 6651 at Page 918 as document number 34467.

Together with an easement/right of way registered in the Land Registration Office for the County of Halifax on October 26, 2015 as document number 107991425.

Subject to an easement/right of way registered in the Land Registration Office for the County of Halifax on October 24, 2000 in Book 6651 at Page 954 as document number 34472.

Subject to an agreement in favour of Halifax Regional Municipality registered in the Land Registration Office for the County of Halifax on January 29, 2015 as document number 106565022.

Subject to an easement/right of way registered in the Land Registration Office for the County of Halifax on October 26, 2015 as document number 107991425.

Subject to an easement/right of way in favour of Halifax Regional Municipality registered in the Land Registration Office for the County of Halifax on April 17, 2013 as document number 102835650.

Subject to an easement/right of way in favour of Bell Aliant Regional Communications Inc. registered in the Land Registration Office for the County of Halifax on March 13, 2013 as document number 102637429.

Subject to an easement/right of way in favour of Halifax Regional Municipality registered in the Land Registration Office for the County of Halifax on April 17, 2013 as document number 102835767.

Subject to an easement/right of way in favour of Halifax Regional Water Commission registered in the Land Registration Office for the County of Halifax on May 11, 2017 as document number 110735355.

Subject to an amending agreement in favour of Halifax Regional Municipality registered in the Land

\*10027255/00015/2796648/v1

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Registration Office for the County of Halifax on April 7, 2017 as document number 110574622.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2017

Plan or Document Number: 110971091

\*10027255/00015/2796648/v1

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**PID 41443292**

Registration County: HALIFAX COUNTY

Street/Place Name: SEAPOINT ROAD /DARTMOUTH

Title of Plan: PLAN OF SURVEY OF LOTS C4A-1, C4A-2 & C4A-3 BEING A SUBDIVISION OF LOT C4A  
LANDS CONVEYED TO HARBOUR ISLE HAZELTON LTD.

Designation of Parcel on Plan: LOT C4A-2

Registration Number of Plan: 110971091

Registration Date of Plan: 2017-06-23 14:02:15

Together with the benefit of a covenant registered in the Land Registration Office for the County of Halifax on October 24, 2000 in Book 6651 at Page 918 as document number 34467.

Together with an easement/right of way registered in the Land Registration Office for the County of Halifax on October 26, 2015 as document number 107991425.

Subject to an easement/right of way registered in the Land Registration Office for the County of Halifax on October 24, 2000 in Book 6651 at Page 954 as document number 34472.

Subject to an easement/right of way in favour of Halifax Regional Water Commission registered in the Land Registration Office for the County of Halifax on May 27, 2014 as document number 105121611.

Subject to an agreement in favour of Halifax Regional Municipality registered in the Land Registration Office for the County of Halifax on January 29, 2015 as document number 106565022.

Subject to an easement/right of way registered in the Land Registration Office for the County of Halifax on October 26, 2015 as document number 107991425.

Subject to an easement/right of way in favour of Halifax Regional Municipality registered in the Land Registration Office for the County of Halifax on April 17, 2013 as document number 102835650.

Subject to an amending agreement in favour of Halifax Regional Municipality registered in the Land Registration Office for the County of Halifax on April 7, 2017 as document number 110574622.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2017

Plan or Document Number: 110971091

\*10027255/00015/2796648/v1

**PID 41443300**

Registration County: HALIFAX COUNTY

Street/Place Name: SEAPOINT ROAD /DARTMOUTH

Title of Plan: PLAN OF SURVEY OF LOTS C4A-1, C4A-2 & C4A-3 BEING A SUBDIVISION OF LOT C4A  
LANDS CONVEYED TO HARBOUR ISLE HAZELTON LTD.

Designation of Parcel on Plan: LOT C4A-3

Registration Number of Plan: 110971091

Registration Date of Plan: 2017-06-23 14:02:15

Together with the benefit of a covenant registered in the Land Registration Office for the County of Halifax on October 24, 2000 in Book 6651 at Page 918 as document number 34467.

Together with an easement/right of way registered in the Land Registration Office for the County of Halifax on October 26, 2015 as document number 107991425.

Subject to an easement/right of way registered in the Land Registration Office for the County of Halifax on October 24, 2000 in Book 6651 at Page 954 as document number 34472.

Subject to an easement/right of way in favour of Halifax Regional Water Commission registered in the Land Registration Office for the County of Halifax on May 27, 2014 as document number 105121611.

Subject to an agreement in favour of Halifax Regional Municipality registered in the Land Registration Office for the County of Halifax on January 29, 2015 as document number 106565022.

Subject to an easement/right of way registered in the Land Registration Office for the County of Halifax on October 26, 2015 as document number 107991425.

Subject to an easement/right of way in favour of Halifax Regional Municipality registered in the Land Registration Office for the County of Halifax on April 17, 2013 as document number 102835650.

Subject to an easement/right of way registered in the Land Registration Office for the County of Halifax on October 25, 2000 in Book 6652 at Page 994 as document number 34731.

Subject to an easement/right of way in favour of Halifax Regional Water Commission registered in the Land Registration Office for the County of Halifax on May 11, 2017 as document number 110735355.

Subject to an amending agreement in favour of Halifax Regional Municipality registered in the Land Registration Office for the County of Halifax on April 7, 2017 as document number 110574622.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

\*10027255/00015/2796648/v1

Registration District: HALIFAX COUNTY  
Registration Year: 2017  
Plan or Document Number: 110971091

\*10027255/00015/2796648/v1

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Schedule B

HARBOUR ISLE HAZELTON LTD.

**PID 41443284**

Registration County: HALIFAX COUNTY

Street/Place Name: SEAPoint ROAD /DARTMOUTH

Title of Plan: PLAN OF SURVEY OF LOTS C4A-1, C4A-2 & C4A-3 BEING A SUBDIVISION OF LOT C4A  
LANDS CONVEYED TO HARBOUR ISLE HAZELTON LTD.

Designation of Parcel on Plan: LOT C4A-1

Registration Number of Plan: 110971091

Registration Date of Plan: 2017-06-23 14:02:15

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

**Compliance:**

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or  
registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 2017

Plan or Document Number: 110971091

\*10027255/00015/2796648/v1

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Schedule C

HARBOUR ISLE HALIFAX:

**PID 41350489**

Registration County: HALIFAX COUNTY

Street/Place Name: MARKETPLACE DRIVE /DARTMOUTH

Title of Plan: PLAN OF SURVEY OF LOTS C1, C2, C3, C4 AND C5 AND PARCELS SR-1, MD-1 AND MD-2  
A S/D OF LOTS W1, W2 & W3 PARCEL PK-WL1A AND PID 00099564 LANDS OF HARBOUR ISLE  
HALIFAX INCORPORATED

Designation of Parcel on Plan: LOT C3

Registration Number of Plan: 101791359

Registration Date of Plan: 2012-10-22 13:39:31

Saving and excepting Parcel MD-4 and Parcel 1 as shown on Registered Plan No. 111374774  
recorded in the Land Registration office for Halifax Regional Municipality.

TOGETHER WITH the benefit of a covenant contained in the deed dated October 20th, 2000 and  
recorded at the Halifax County Registry of Deeds on October 24th, 2000 in Book 6651 at Page 918;

SUBJECT TO a storm water easement as described in a Grant of (Storm Water) Easement between  
Moosehead Breweries Limited and 3049661 Nova Scotia Limited, dated the 20th day of October,  
A.D. 2000 and recorded at the Halifax County Registry of Deeds on October 24, 2000 in Book 6651  
at Page 954;

SAVING AND EXCEPTING the following lands:

ALL THAT PARCEL of land situate southwesterly of Windmill Road at Dartmouth, in the County of  
Halifax, Province of Nova Scotia, being designated as Parcel 2 on a Plan showing Parcels 1 to 3  
Inclusive, A and X, being a Subdivision of Lot C5A and Lot C3 Lands Conveyed to Harbour Isle Halifax  
Incorporated, Parcel MB, Lands Conveyed to Halifax Regional Municipality, Lot JIR- 1, Lands  
Conveyed to C & T Investments Limited and Lot JIR-2A, Lands Conveyed to McDonalds Restaurants  
of Canada Limited, prepared by WSP Canada Inc., dated May 12, 2017 and signed by Adam  
Stephen, NSLS; said Parcel 2 having an area of 19.5 square metres, more or less, and being more  
particularly described as follows:

PREMISING THAT all bearings herein are grid derived from GPS observation referenced to the Nova  
Scotia Coordinate Survey System (NSCM 5553) and are referred to meridian 64 degrees 30 minutes  
West, Zone 5, ATS77 Ellipsoid, July 1, 1979 adjustment.

COMMENCING at a survey marker placed on the southwesterly limit of Windmill Road, being at the  
easterly corner of Parcel 1, and being at the beginning of a curve having a radius of 382.036 metres,  
as shown on the aforementioned plan;

THENCE along said curve of Windmill Road, to the left, an arc distance of 6.136 metres, chord  
equivalent being 6.136 metres measured along a course South 38 degrees 28 minutes 54 seconds  
East to a placed survey marker;

\*10027255/00015/2796648/v1

THENCE South 58 degrees 03 minutes 21 seconds West a distance of 3.157 metres to a survey marker placed at the beginning of a curve having a radius of 61.000 metres;

THENCE along said curve, to the right, an arc distance of 6.137 metres, chord equivalent being 6.134 metres measured along a course North 38 degrees 20 minutes 10 seconds West to a survey marker placed at the end of said curve;

THENCE North 58 degrees 03 minutes 21 seconds East a distance of 3.141 metres to the point of commencement;

SUBJECT TO a proposed Service Easement in favour of Halifax Regional Water Commission, being more particularly shown as Parcel SE-C3 on the aforementioned plan.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

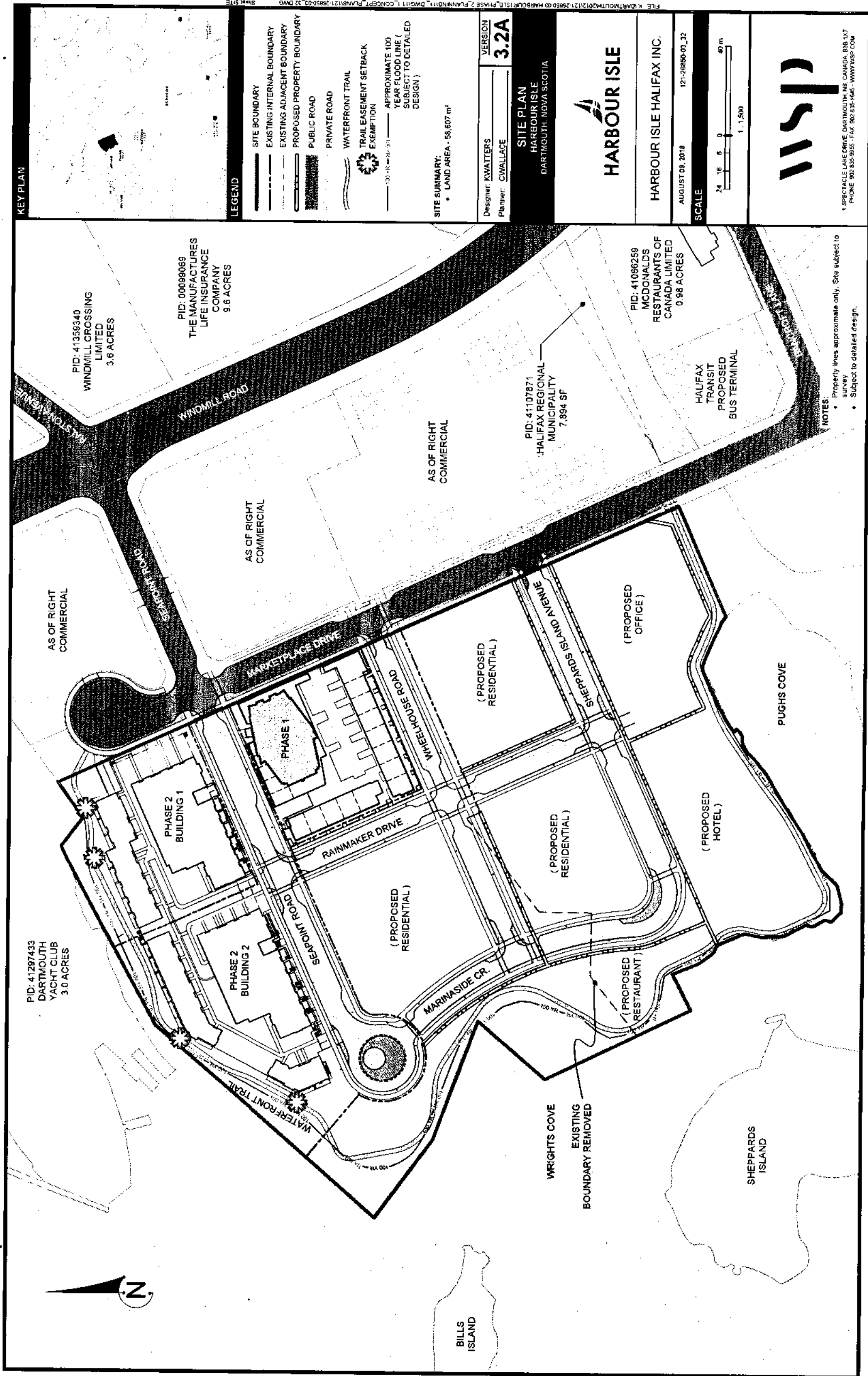
Registration District: HALIFAX COUNTY

Registration Year: 2017

Plan or Document Number: 111374774

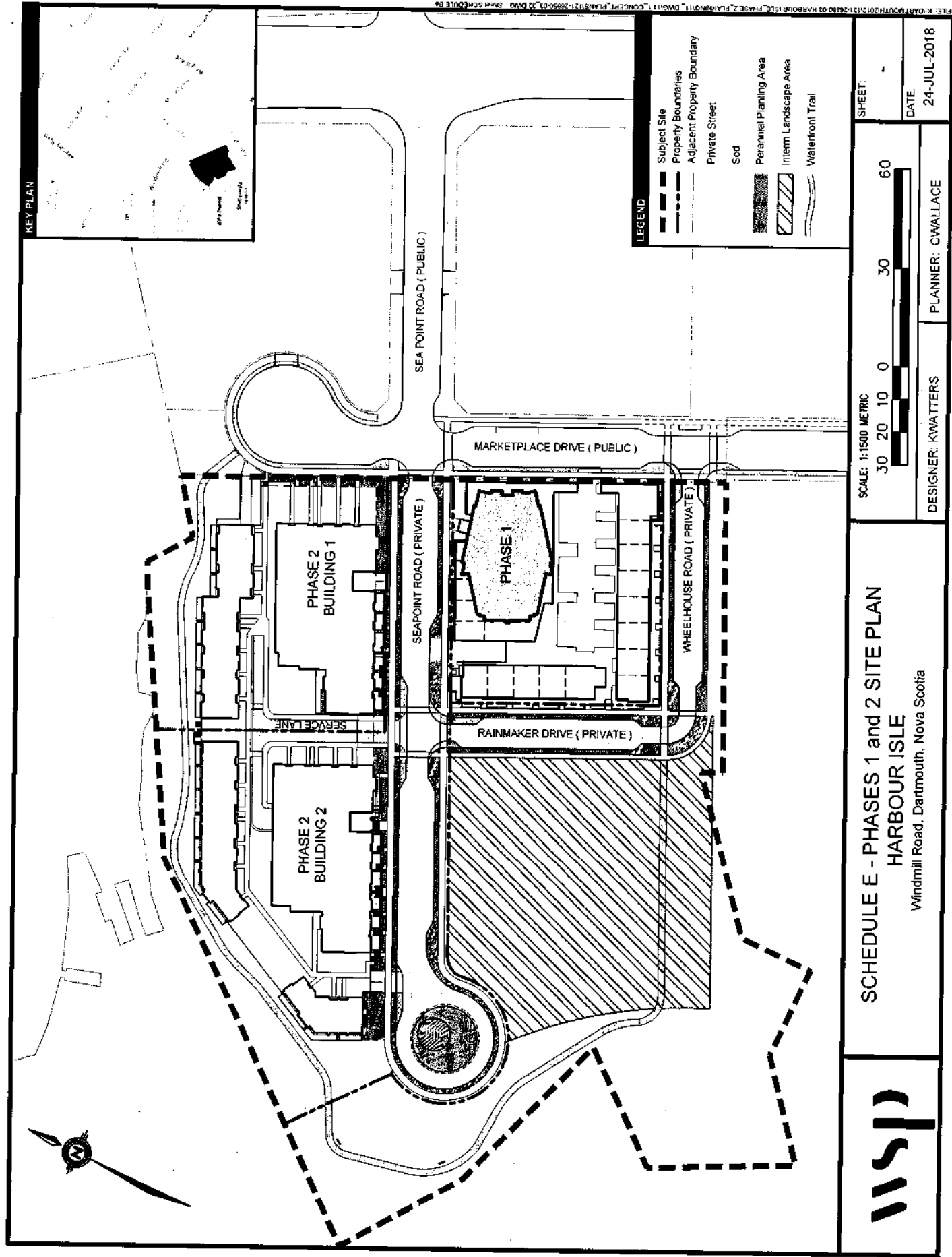
The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan.

Schedule D: Comprehensive Site Plan





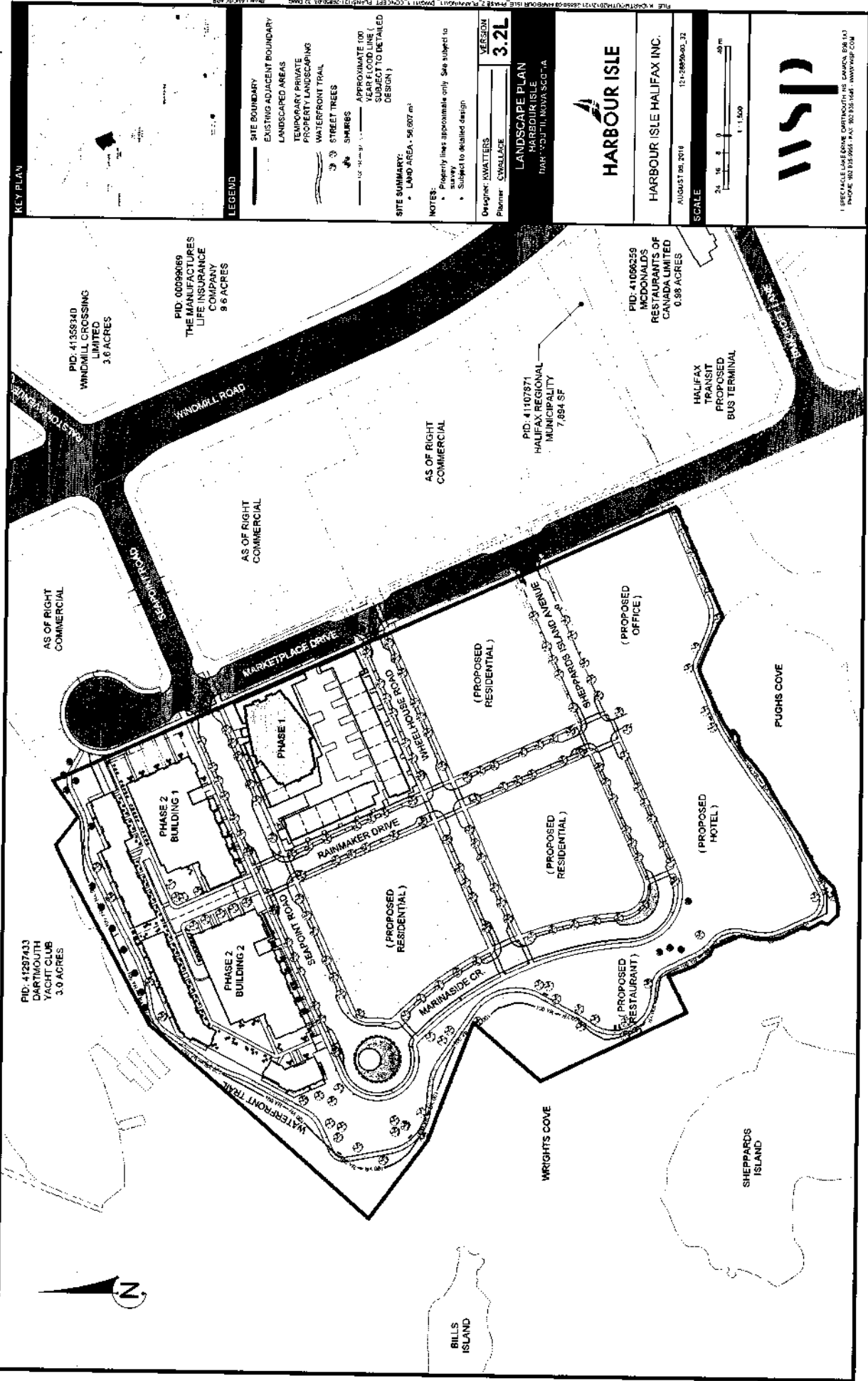
## Schedule E: Site Plan - Phase 1 and Phase 2



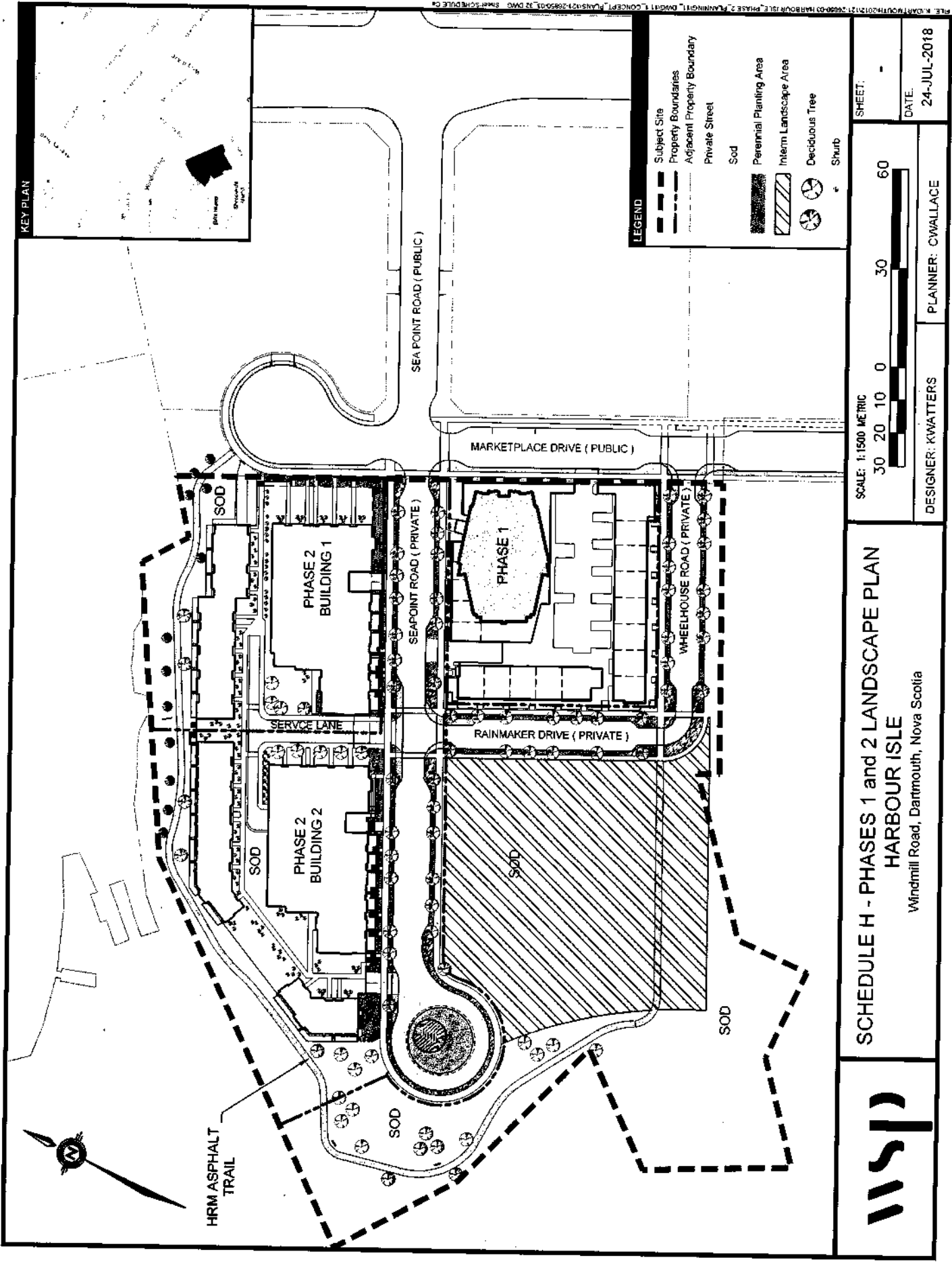
[illegible]

1 SPECTACLE LANE DRIVE, DARTMOUTH, NS, CANADA, B3B 1A3  
PHONE 902-835-9835 • FAX 902-835-1545 • WWW.WSP.COM

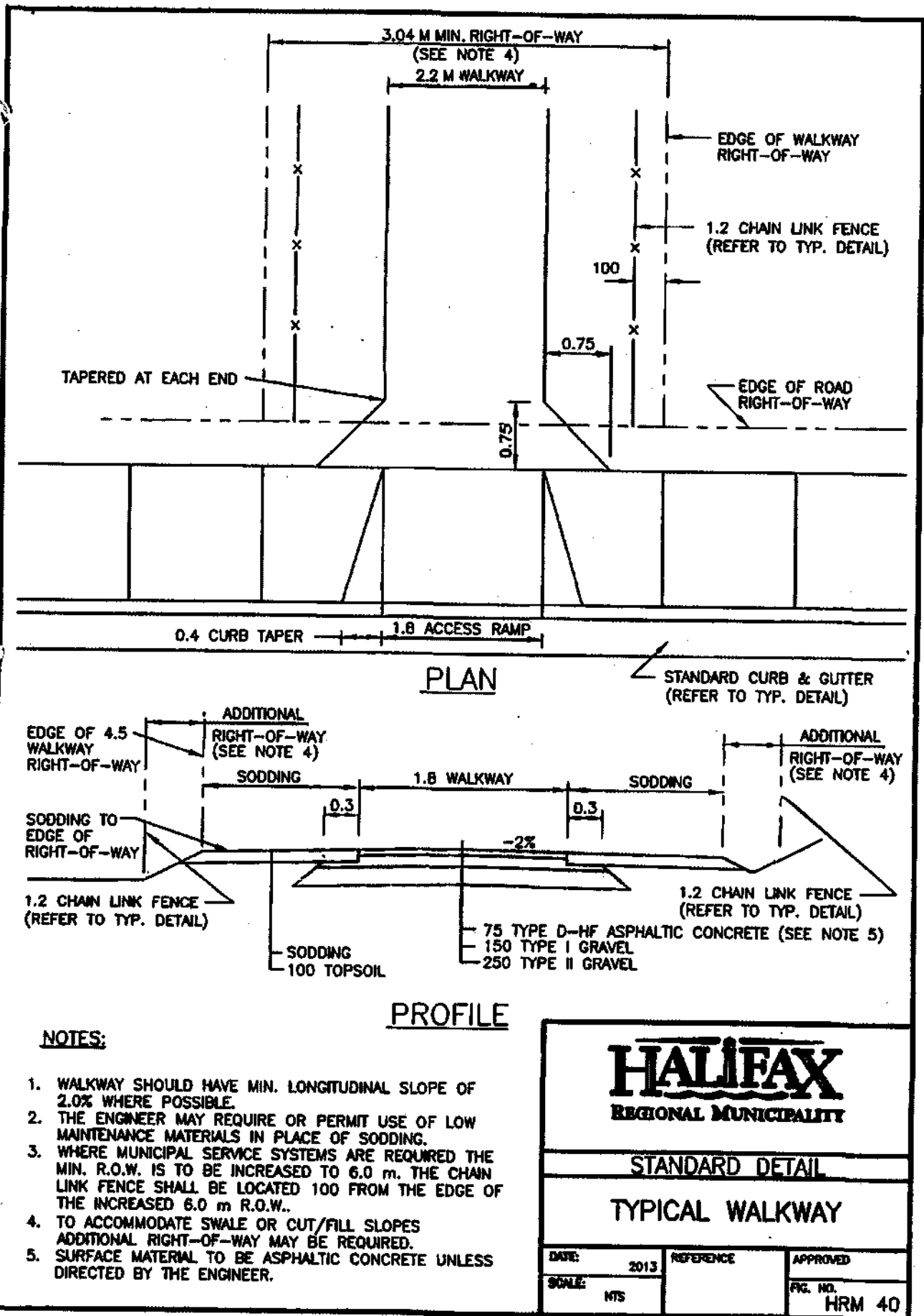
Schedule G: Comprehensive Landscape Plan



Schedule H: Landscape Plan Phase 1 and Phase 2



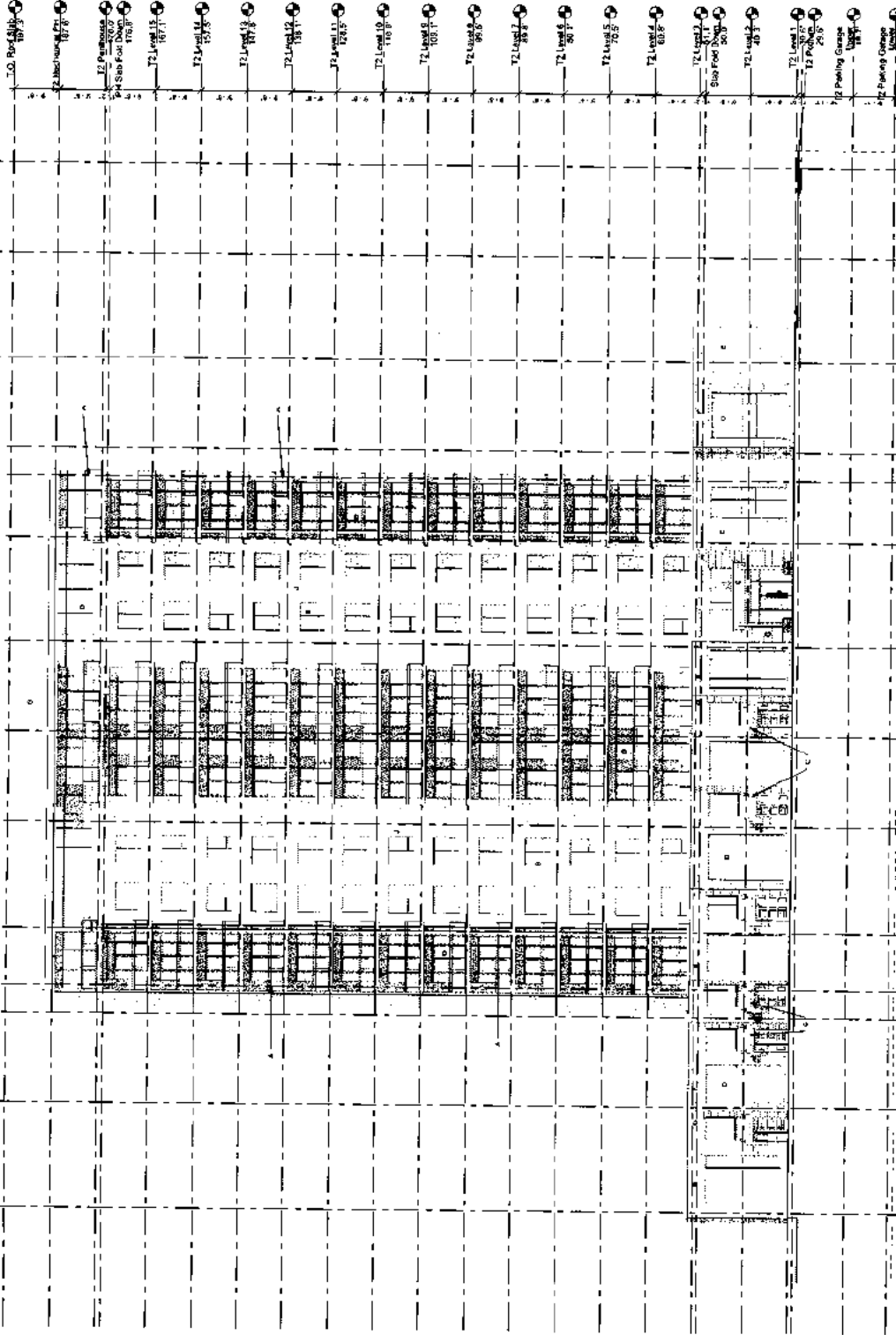
Schedule I: Waterfront Trail Profile



Schedule J: Building Elevations - Phase 2

Legend  
A Aluminum / Glass Railing 42H.  
B Vinyl Door / Window  
C Cast Stone  
D Aluminum Siding System  
E Weather Resistant  
F Non-Combustible Panel - Type 1  
G Non-Combustible Panel - Type 2  
H Precast Concrete Panel

1 2 3 4 5 6 7 8 9 10 11 12



1 - 1/2" = 1' - 0"

Paul Skerry Associates Ltd.  
ARCHITECTS  
5514 LUMBER PLACE  
HALFAX, N.S. B3K 2P9  
p.skerry@skerry.ca

PAUL SKERRY ASSOCIATES  
1015 GERRARD STREET EAST  
HAMILTON, ONTARIO L8N 4B9  
PH: 905-455-4151  
FAX: 905-455-4152  
email: paul@skerry.ca

NOTES:  
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
OBTAINING ALL NECESSARY PERMITS AND  
ARCHITECTURAL RECORDS FROM THE  
APPLICABLE JURISDICTIONS.  
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
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12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR  
OBTAINING ALL NECESSARY PERMITS AND  
ARCHITECTURAL RECORDS FROM THE  
APPLICABLE JURISDICTIONS.



No.	Description	Rev.
1	Revised	1
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3	Revised	1
4	Revised	1
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100	Revised	1

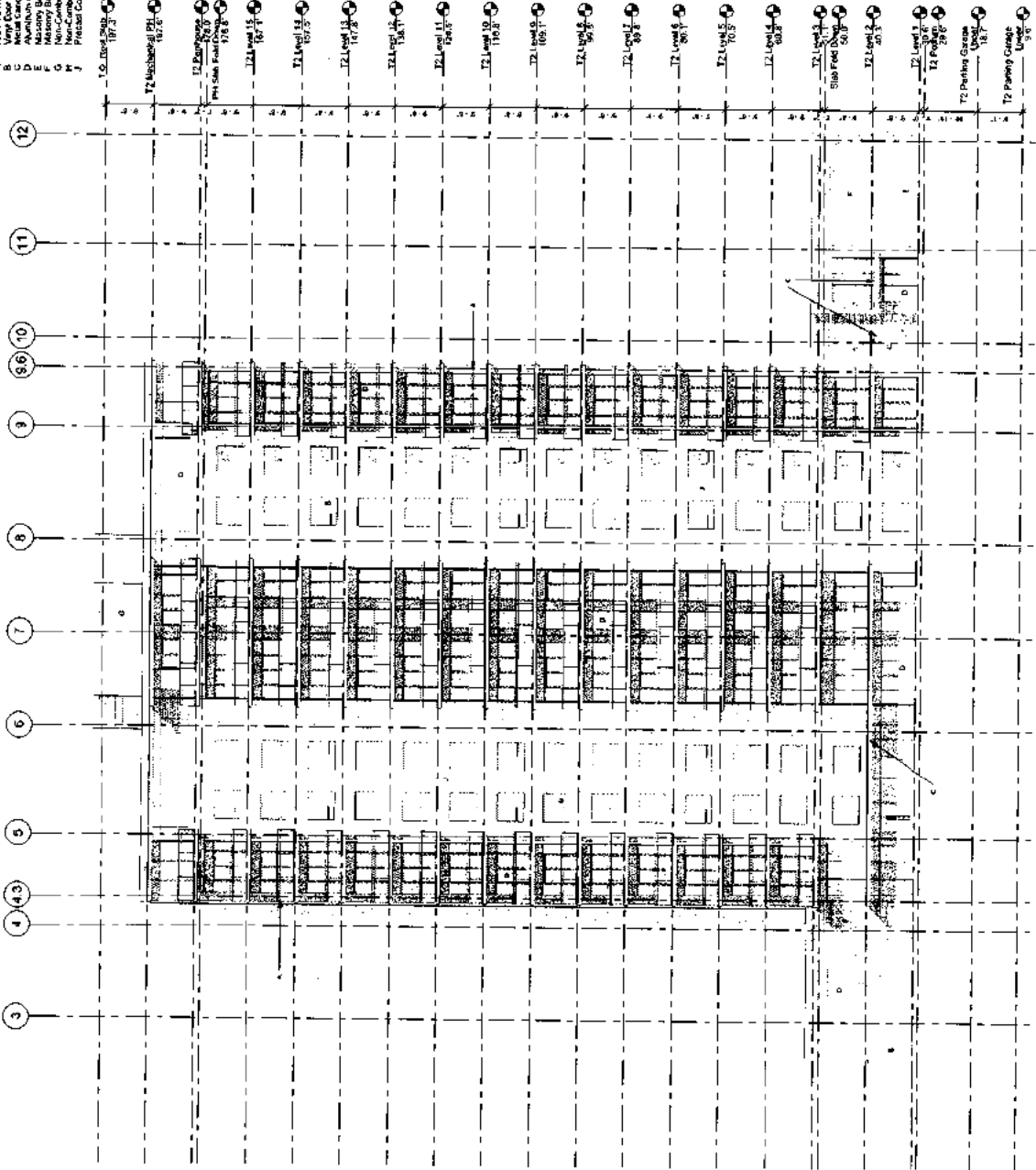
HARBOUR ISLE  
PHASE 2 BUILDING  
WATER FRONT LOT  
SEAPORT RD.  
(BURNSIDE)  
DARTMOUTH, NS

South  
Elevation  
333' - 11 1/2"  
450' 0" 1/2"  
A4.0



Schedule J: Building Elevations - Phase 2

- Legend:
- A Aluminum / Glass Siding #274
  - B Vinyl Siding
  - C Aluminum Cladding System
  - D Masonry Block - Type 1
  - E Masonry Block - Type 2
  - F Non-Combustible Panel - Type 1
  - G Non-Combustible Panel - Type 2
  - H Painted Concrete Panel



Paul Sherry Associates Ltd  
ARCHITECTS  
5114 LINDSAY PLACE  
NORTH YORK, ONT. M2N 6K5

PAUL SHERRY ASSOCIATES  
5114 LINDSAY PLACE  
NORTH YORK, ONT. M2N 6K5  
TEL: (416) 491-4551  
FAX: (416) 491-4552  
EMAIL: paul@paulsherry.ca

NOTES:  
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVED BEFORE PROCEEDING.  
2. DO NOT SCALE FROM DIMENSIONS UNLESS SPECIFICALLY NOTED OTHERWISE.  
3. DIMENSIONS ARE TO FACE UNLESS OTHERWISE SPECIFIED.  
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99	ISSUED FOR PERMITTING	10/1/2010
100	ISSUED FOR PERMITTING	10/1/2010

HARBOUR ISLE  
PHASE 2 BUILDING  
WATER FRONT LOT  
SEAPoint RD.  
(BURNSIDE)  
DARTMOUTH, NS

North Elevation

Scale: 1/8" = 1'-0"  
Date: 10/1/2010  
Drawing No: A4.2  
Sheet No: 1 of 1



**Paul Skerry Associates Ltd.**  
**ARCHITECTS**  
2014 LIVINGSTONE PLACE  
HALIFAX N.S. B3K 2B9

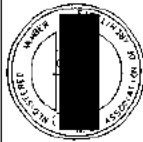
- 6 - Precast Panel Finish 2
- 7 - Precast Panel Finish 2
- 8 - Aluminum Window / Door
- 9 - Vinyl Window / Door
- 10 - Aluminum / Glass Roofing
- 11 - Steel Door
- 12 - Cement Board
- 13 - Steel Canopy

PAUL SPENCER ASSOCIATES  
5514 Kensington Place  
Hawthorne, Nevada 89403-2859  
ph: 902-455-4351  
fax: 902-455-7778  
email: paul@paulspencer.com

**NOTES:**

THE CONSTRUCTION OF THESE DRAWINGS MUST BE BASED ON THE FOLLOWING PRINCIPLES:

- 1) ALL DRAWINGS MUST BE BASED ON THE ARCHITECT'S REQUIREMENTS.
- 2) ALL DRAWINGS MUST BE BASED ON THE ARCHITECT'S REQUIREMENTS.
- 3) ALL DRAWINGS MUST BE BASED ON THE ARCHITECT'S REQUIREMENTS.
- 4) ALL DRAWINGS MUST BE BASED ON THE ARCHITECT'S REQUIREMENTS.
- 5) ALL DRAWINGS MUST BE BASED ON THE ARCHITECT'S REQUIREMENTS.
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- 10) ALL DRAWINGS MUST BE BASED ON THE ARCHITECT'S REQUIREMENTS.

[illegible]

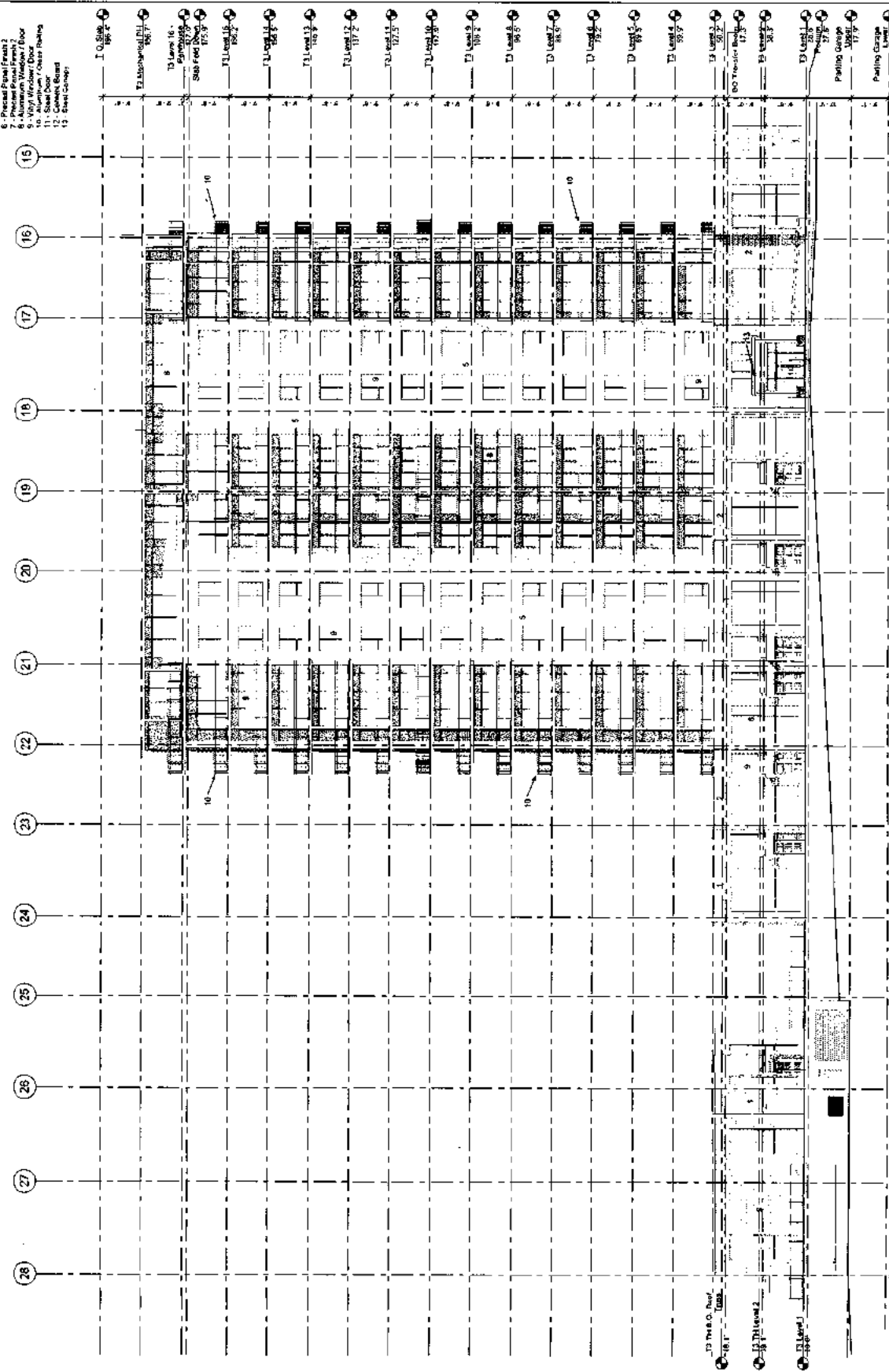
HARBOUR ISLE  
PHASE 2 BUILDING  
2  
WATER FRONT LOT  
SEAPoint RD.  
(BURNSIDE)  
DARTMOUTH, NS

South	Elevation
1	100
2	100
3	100
4	100
5	100
6	100
7	100
8	100
9	100
10	100
11	100
12	100
13	100
14	100
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100	100

Scale	3/16" = 1'-0"
Date	6/30/2018
Drawn by	CU
Checked by	PS

A4.0

Page 1 of 1



① Seven Terms  
 1870 - 1876

## Schedule J: Building Elevations - Phase 2

**Legend**

- 1 - Masonry Brick Type 1
- 2 - Masonry Brick Type 2
- 3 - Masonry Brick Type 3
- 4 - Fiber Cement Siding
- 5 - Precast Panel Finish 1
- 6 - Precast Panel Finish 2
- 7 - Precast Panel Finish 3
- 8 - Aluminum Window Frame
- 9 - Vinyl Window Door
- 10 - Aluminum Glass Paneling
- 11 - Steel Door
- 12 - Cement Board
- 13 - Steel Ceiling



**Paul Skerry Associates Ltd.**  
**ARCHITECTS**  
5514 LINDSTONE PLACE  
HOUSTON, N.S. B3K 2S2

softek@post.su.se

**PAUL SHERRY ASSOCIATES**  
5594 Livingston Plaza  
Holmdel, New Jersey 07733-2889  
ph: 908-458-4361  
fax: 908-458-7778  
email: [drawings@psa-ny.com](mailto:drawings@psa-ny.com)

## NOTES

THE CONCEPTS FOR RESEARCHERS IN THE CHEMICAL MATERIALS DEVELOPMENT INDUSTRY ARE NOT NECESSARILY THE SAME AS THOSE OF THE ARCHITECT INVOLVED IN THE PROCESS.

7) DO NOT SCALE DIMENSIONS USED FOR SMALL SCALE MODELS USED TO PREPARE RESEARCH/DEVELOPMENT. IN THE ARCHITECTURAL DRAWING, SCALE IS ALWAYS SPECIFIED AS 1/8" = 1'-0" OR 1/4" = 1'-0".

8) CHANGES FROM ONE DRAWING TO THE NEXT ARE NOTED BY CIRCLES AND DIMENSIONS ARE ADDED TO THE FIRST, APPROVED DRAWING. A CHANGE SHEET PROVIDING THE CHANGES TO THE APPROVED DRAWING IS ALWAYS SUBMITTED WITH THE NEXT DRAWING.

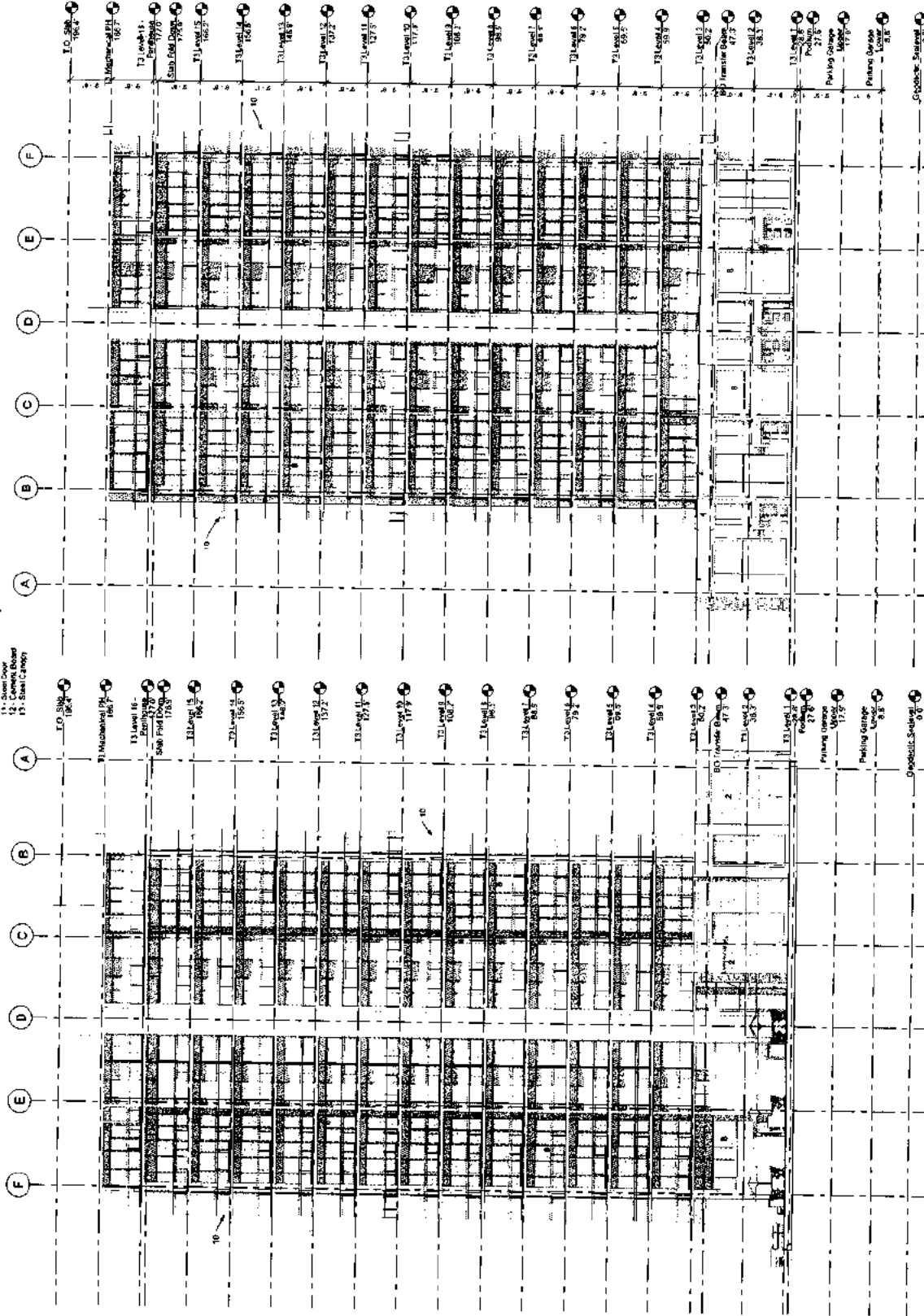
9) THESE DRAWINGS ARE TO BE USED IN CONNECTION WITH THE SPECIFICATIONS.

[illegible]

HARBOUR ISLE  
PHASE 2 BUILDING  
2  
WATER FRONT LOT  
SEAPoint RD.  
(BURNSIDE)  
DARTMOUTH, NS

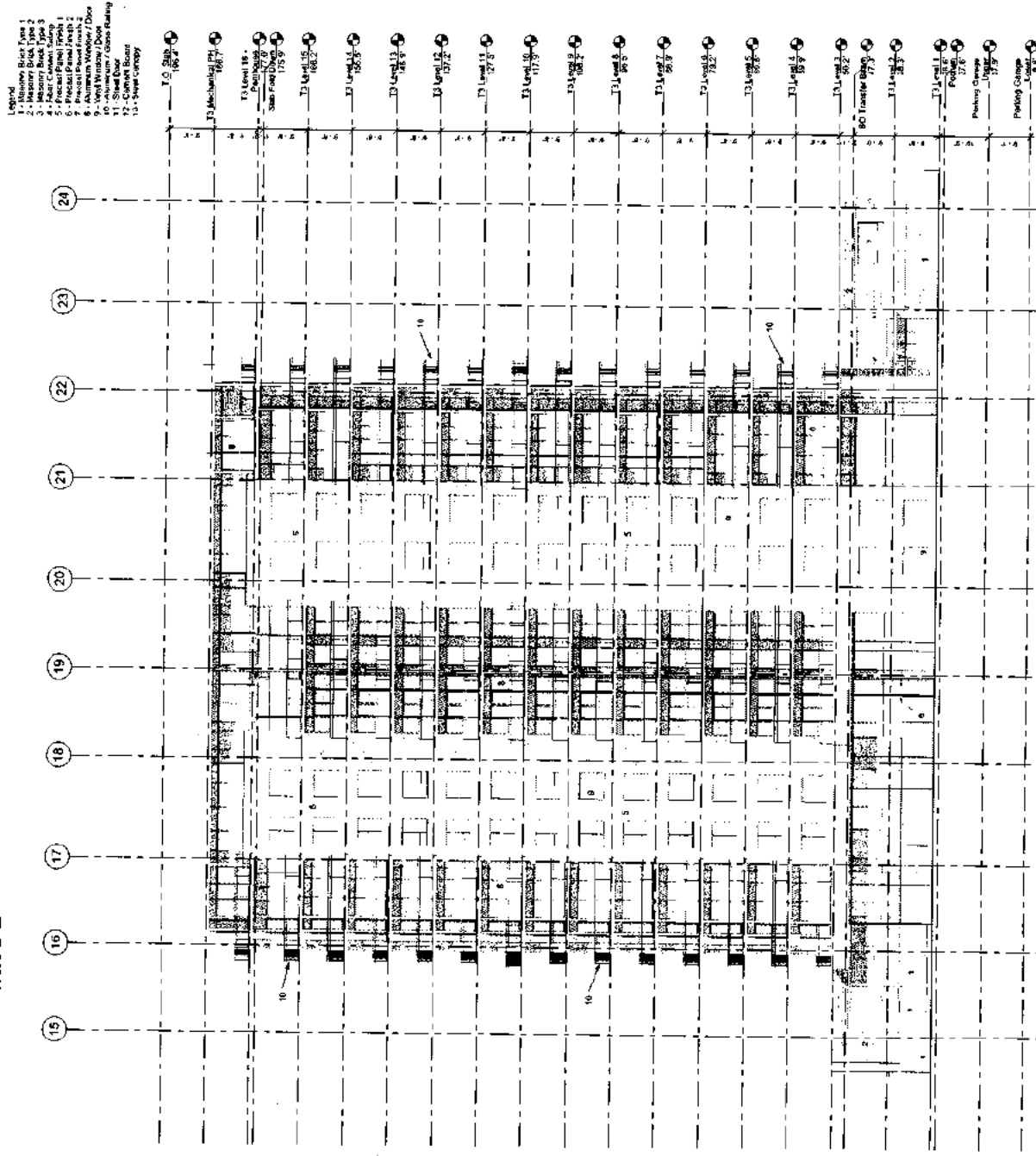
East & West  
Elevation

Scale	3/32" = 1'-0"
Date	4/30/2010
Drawn by	643
Checked by	PS
<b>A4.1</b>	
Project Number	2025



① Wash Together  
30°C = 1:10

## Schedule J: Building Elevations - Phase 2

[illegible]

①  $\frac{\text{North Tower}}{332} = 1.0$