

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

For Office Use

Registration district: Halifax
Submitter's user number: 2569
Submitter's name: Stephen D. Ling

In the matter of Parcel Identification Number (PID)

PID	00127506
PID	00127514
PID	00127498

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

HALIFAX COUNTY LAND REGISTRATION OFFICE	
I certify that this document was registered or recorded as shown here:	
Kim MacKay, Registrar	
111867025	(LRI ROD)
Document #	
DEC 11 2017	9:47
MM DD YYYY	Time
	Original Signed

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

May 4, 2009

X No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

The registered interests and related information are to be changed as follows:

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	
Mailing address of interest holder to be added (if applicable)	
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	
Reference to related instrument in parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) Instrument code: 443	

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

May 4, 2009

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

The following benefits are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs):	
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	

The following burdens are to be added and/or removed in the parcel register(s):

(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Agreement – re: Use of Land
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	<i>Halifax Regional Municipality – Party to Agreement (Burden)</i>
Mailing address of interest holder to be added (if applicable)	PO Box 1749 Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	

May 4, 2009

Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	
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The following recorded interests are to be added and/or removed in the parcel register:

Instrument type	
Interest holder and type to be removed <i>(if applicable)</i>	
Interest holder and type to be added <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added <i>(if applicable)</i>	
Reference to related instrument in names-based roll/parcel register <i>(if applicable)</i>	
Reason for removal of interest <i>(for use only when interest is being removed by operation of law)</i> Instrument code: 443	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed <i>(insert any existing textual description being changed, added to or altered in any way)</i>	
Textual qualification on title to be added <i>(insert replacement textual qualification)</i>	
Reason for change to textual qualification <i>(for use only when no document is attached)</i> Instrument code: 838	

The following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, is to be changed:

Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

May 4, 2009

Certificate of Legal Effect:

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

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia, on November 9, 2017

Original Signed

Signature of authorized lawyer

Name: Stephen D. Ling

Address: 33-300 Ochterloney Street, Dartmouth,
NS B2Y 4B8

Phone: 902-463-8800

E-mail: sdl@landrymcgillivray.ca

Fax: 902-463-0590

- ☐ 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.

May 4, 2009

THIS AGREEMENT made this 29 day of November, 2018.

BETWEEN:

Approved as to Form
and Authority
Original Signed

Solicitor

F.M. PROPERTIES LIMITED

a body corporate, in the Province of Nova Scotia

- and -

FH DEVELOPMENT GROUP INC.

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

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at the southwestern intersection of Gottingen Street and Macara Street, identified as 2858, 2860, and 2866 Gottingen Street and 5516 and 5518 Macara Street, Halifax and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow for a mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies 2.3.1, 2.3.2 and 2.3.3 of Section XI of the Halifax Municipal Planning Strategy and Section 92 of the Halifax Peninsula Land Use By-law;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on October 10, 2017 referenced as Municipal Case Number 20149;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

- 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

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

1.3 Applicability of Other By-laws, Statutes and Regulations

- 1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer

and/or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

1.4 Conflict

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

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

1.5 Costs, Expenses, Liabilities and Obligations

- 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.

2.2 Definitions Specific to this Agreement

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

- (a) "Indoor Amenity Space" means common amenity areas for residents of the development that are located within the building, including but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

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, conforms with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 20149:
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Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Ground Floor Plan
Schedule D	Second Floor Plan
Schedule E	Third Floor Plan
Schedule F	Floors 4-7 Typical Plan
Schedule G	Penthouse Level Plan
Schedule H	Gottingen Street Elevation
Schedule I	Macara Street Elevation
Schedule J	Southwest Elevation
Schedule K	Southeast Elevation

- 3.1.2 Notwithstanding the provisions of 3.1.1, the internal layout of each floor may be altered provided that all other requirements are satisfied and that there is no increase in floor area.

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide to the Development Officer:

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.6.4 of this Agreement; and
- (b) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 4.1 of this Agreement.

- 3.2.2 At the time of issuance of the first Municipal Occupancy Permit, the Developer shall provide the Development Officer with certification from a member in good standing of the Canadian Society of Landscape Architects indicating that the Developer has complied with the landscaping provisions of this Agreement, or the posting of security in accordance with Section 3.6.7.

- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any use 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 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) Non-residential uses permitted by the C-2A (Minor Commercial) Zone within the commercial space as shown on Schedule C, with the exception of a bowling alley, motion picture theatre, service station, billboard, and commercial recreation uses;
- (b) A lounge in conjunction with a permitted restaurant;
- (c) An apartment house (multiple-unit residential uses); and
- (d) Uses accessory to any of the foregoing uses.

3.4 Detailed Provisions for Land Use

- 3.4.1 Pursuant to Section 3.3, the use of the building shall be as follows:

- (a) A maximum of 371.6 square metres (4000 square feet) of commercial space shall be provided on the ground-floor, which shall include contiguous frontage at the corner of Gottingen Street and Macara Street. This space may be used for up to three commercial units;
 - (b) A maximum of 66 residential units with the following unit breakdown:
 - (i) A minimum of 3 three-bedroom units including 2 two-level townhouse units on
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- Macara Street;
 - (ii) A minimum of 19 two-bedroom units;
 - (iii) A maximum of 30 one-bedroom units; and
 - (iv) A maximum of 15 studio units.
 - (c) A minimum of 49 parking spaces contained within two levels of parking as follows:
 - (i) An at-grade parking level located behind the commercial space and townhouse units not exceeding the area shown on Schedule C; and
 - (ii) A minimum of one fully underground parking level; an additional level of underground parking may also be provided at the developer's option.

3.5 Architectural Requirements

- 3.5.1 The development shall be exempted from the detailed requirements of the R-3 (Multiple Dwelling) Zone of the Land Use By-law. Instead, the Schedules and written provisions of this Agreement shall apply.
- 3.5.2 The building's setbacks, height, massing, exterior design and materials shall be as shown on the Schedules.
- 3.5.3 The building shall be setback a minimum of 1 metre from the property line of 5524 Macara Street as shown on Schedule B.
- 3.5.4 All guardrails associated with terraces and balconies shall be made of metal framing with insert glass, except that an opaque privacy screen of at least 1.5 m in height shall be provided at the second floor level along the southwest edge of the building adjacent to 5524 Macara Street.
- 3.5.5 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.).
- 3.5.6 Any exposed foundation in excess of 0.6 m (2 feet) in height shall be architecturally detailed, veneered with stone or brick, or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.7 Fixed or retractable awnings are permitted at ground floor levels provided the awnings are designed as an integral part of the building façade and subject to the requirements of any other applicable by-law, statute or regulation.

3.6 Amenity Space and Landscaping

- 3.6.1 The building shall include a minimum gross area of 78 square metres (840 square feet) of common Indoor Amenity Space, to be located in areas on the ground floor and second floor as generally shown on the Schedules.
 - 3.6.2 The building shall include a minimum gross area of 79.9 square metres (860 square feet) of outdoor landscaped open space as shown on the schedules.
 - 3.6.3 Landscaping shall be provided as follows:
 - (i) at grade in the form of mixed plantings in the minimum 1 m setback area adjacent to 5524 Macara Street;
 - (ii) in the form of planters in front of each 2-level townhouse unit on Macara Street;
 - (iii) on the second floor outdoor common amenity area and private outdoor terrace located on the western edge of the building that are shown on Schedule D, supplemented by privacy screening at least 1.5 m in height screening the amenity area and private terrace from the adjacent dwelling at 5524 Macara Street; and
 - (iv) in the form of new street trees that conform with HRM standard specifications, with a minimum of two to be provided on Gottingen Street and two to be provided on Macara Street.
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- 3.6.4 Prior to the issuance of a Development Permit, the Developer shall provide a Landscape Plan which complies with the provisions of this section and conforms with the overall intentions of the landscaping shown on the Schedules of this Agreement. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.6.5 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.6.6 At the time of 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 Agreement.
- 3.6.7 Notwithstanding Section 3.6.6, and where weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of the Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.
- 3.6.8 Planting on rooftops and podiums above structures shall be carefully selected for their ability to survive in rooftop environments. Rooftop trees shall be located in planting beds or containers. Approximately 50 percent of the plant material shall be evergreen or material with winter colour and form. Deciduous trees shall have a minimum size of 45 mm caliper (1.8 inch diameter). Coniferous trees shall be a minimum of 1.5 m (5 ft.) high and upright shrubs shall have a minimum height of 60 cm (2 feet). 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.
- 3.6.9 Construction Details or Manufacturer's Specifications for all constructed landscaping features such as pergolas, benches, etc. shall be noted on the Landscape Plan required by Subsection 3.6.4, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of individual buildings and the character of the surrounding area.
- 3.7 Signs**
- 3.7.1 Signage shall be limited to the following:
- (a) No ground sign shall be permitted on the Lands;
 - (b) Fascia and projecting signage shall be limited to the ground floor level along the Gottingen Street frontage, and on Macara Street only on the commercial unit space;
 - (c) Two (2) temporary ground signs depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to the issuance of the first Occupancy Permit. Temporary ground signs shall be removed prior to the issuance of the last residential occupancy permit.
- 3.8 Building and Site Lighting**
- 3.8.1 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances
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and shall be arranged so as to direct the light away from streets, adjacent lots and buildings.

- 3.8.2 The building may be illuminated for visual effect provided such illumination is directed away from streets, adjacent lots and buildings and does not flash, move or vary in intensity such that it creates a hazard to public safety.

3.9 Functional Elements

- 3.9.1 All vents, down spouts, electrical conduits, meters, 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.
- 3.9.2 All mechanical equipment, including rooftop mechanical, exhausts, propane tanks, electrical transformers, and other utilitarian features shall be visually concealed from abutting properties, including municipal rights-of-way, and shall include noise reduction measures.

3.10 Maintenance

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

3.11 Solid Waste Facilities

- 3.11.1 The development shall include, within the underground parking area, designated space for five stream source separation services in accordance with By-law S-600 as amended from time to time. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources. All refuse and recycling materials shall be contained within the building.

3.12 Outdoor Storage

- 3.12.1 No outdoor storage shall be permitted on the Lands.

3.13 Hours of Operation

- 3.13.1 The private collection of refuse and recyclables on the Lands shall occur only between the hours of 8:00 a.m. and 7:00 p.m.
- 3.13.2 Commercial delivery vehicles on the Lands shall only be permitted between the hours of 8:00 a.m. and 7:00 p.m.
- 3.13.3 A restaurant shall only be permitted to operate between the hours of 5:00 a.m. and midnight.
- 3.13.4 The hours specified under this section shall apply seven (7) days a week.

3.14 Parking and Bicycle Facilities

- 3.14.1 Vehicular parking shall include parking within the building to accommodate a minimum of 49 vehicular parking spaces. Up to 75 percent of the parking spaces may be reduced in size to 8 feet by 17 feet.
- 3.14.2 The Developer shall provide bicycle parking pursuant to the Land Use By-law for Halifax Peninsula.

3.15 Construction/Sales Structure

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

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications unless otherwise varied by this Agreement and shall receive written approval from the Development Engineer prior to undertaking any work.
- 4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Archaeological Monitoring and Protection

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

5.2 Sulphide Bearing Materials

- 5.2.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council:
 - (a) an increase in the total number of permitted dwelling units within the building envelope of not more than 6 units for a maximum of 72 units;
 - (b) changes to the mix of dwelling unit types required by Section 3.4;
 - (c) minor changes to the exterior materials required by Section 3.5 provided that a variety of materials and colours is provided;
 - (d) changes to the landscaping required by Section 3.6;
 - (e) changes to the sign requirements of Section 3.7;
 - (f) changes to the functional elements requirements of Section 3.9;
 - (g) changes to the permitted hours of operation as established under Section 3.13;
 - (h) changes to the date of commencement of development specified in Section 7.3; and
 - (i) changes to the date of completion of development specified in Section 7.5.
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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 the Lands or any portion thereof, the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the Lands or any portion thereof.

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean installation of the footings and foundation for the proposed building.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4 Completion of Development

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

7.5 Discharge of Agreement

- 7.5.1 If the Developer fails to complete the development after seven (7) 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;
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- (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 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 (30) days written notice of the failure or default, then in each such case:
- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
 - (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
 - (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.

Original Signed

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
Original Signed

Witness

Original Signed

Witness

=====

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

Original Signed

Witness

Original Signed

Witness

F.M. PROPERTIES LIMITED

Original Signed

Per: _____

Print Name: *FAISAL AL-HAMMADI*
Print Position: *President.*

FH DEVELOPMENT GROUP INC.

Original Signed

Per: _____

Print Name: *FAISAL AL-HAMMADI*
Print Position: *President.*

=====

HALIFAX REGIONAL MUNICIPALITY

Original Signed

Mayor: *Mike Savage*
Original Signed

Kevin Arjoon Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 9th day of November, A.D., 2017, before me, the subscriber personally came and appeared Stephen Ling a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that **F.M. PROPERTIES LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

AARON J. SCHWARTZ
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 29th day of November, A.D., 2017, before me, the subscriber personally came and appeared Ken Benoit & Sena Gbure 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.

Original Signed

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, NOVA SCOTIA

On this 9th day of November, A.D., 2017, before me, the subscriber personally came and appeared Stephen Ling a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that **FH DEVELOPMENT GROUP INC.**, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

AARON J. SCHWARTZ
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 29th day of November, A.D., 2017, before me, the subscriber personally came and appeared Ken Bisset & Sena Gbure 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.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

PHOEBE RAI
A Commissioner of the
Supreme Court of Nova Scotia

Schedule A

PID: 00127506 (2866 Gottingen Street)

Parcel Description

All that certain lot, piece or parcel of land situate, lying and being in the northern part of the City of Halifax, Province of Nova Scotia and bounded and described as follows,

Beginning at a point distant of sixty-six feet eight inches or thereabouts from the corner formed by the intersection of the west line of Gottingen Street with the southern line of Macara Street said point being the northeast angle of land heretofore conveyed to one Thomas Prendergast;

Thence from said point to run westerly along the northern boundary line of said land conveyed to Thomas Prendergast aforesaid seventy-five feet;

Thence northerly in a line parallel with the western line of Gottingen Street aforesaid thirty-three feet four inches;

Thence easterly in a line parallel with said northern line of the aforesaid land conveyed to Thomas Prendergast aforesaid seventy-five feet to said western line of Gottingen Street;

Thence southerly by said last mentioned line thirty-three feet four inches to the place of beginning.

And also all that certain lot, piece or parcel of land situate, lying and being on the west side of Gottingen Street and on the south side of Macara Street in the said City of Halifax and bounded and described as follows,

Bounded easterly by the western line of Gottingen Street and there measuring thirty-one feet eight inches between the northern line of Jane Truesdale's property and the southern line of Macara Street aforesaid (and allowing fifty-five feet as the full width of Macara Street instead of fifty-three feet as it was originally laid out on the plan thereof and of his other lands adjacent thereto made by George Isles and now or formerly in his possession) the lot hereby conveyed or intended as to be being further bounded northerly by said southern line of Macara Street and measuring thereon ninety-eight feet and four inches to the eastern line of property now or formerly of James S. MacRay;

Thence running southwardly on said last mentioned line sixty-five feet to the northern line of property of Thomas Prendergast;

Thence easterly by said mentioned line twenty-four feet to the southwest corner of said Jane Truesdale's property there;

Thence northwardly by the western line of said last mentioned property to the northwest corner thereof;

Thence easterly by the northern line of said lands mentioned property seventy-five feet to the northeast corner thereof at Gottingen Street aforesaid.

Subject to a right of way in favour of PID 00127514 as described in document 21841 in book 5237 at page 452.

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because of Defacto Consolidation registered as document 90916819.

PID: 00127514 (2858 Gottingen Street)

Parcel Description

All that certain lot or parcel of land situate, lying and being in the said City of Halifax and described as follows, that is to say;

Beginning on the western side of Gottingen Street at a point distant 66 feet and 8 inches southerly from the corner formed by the intersection of the said western side line of Gottingen Street and the southern side line of Macara Street;

Thence to run westerly on a line parallel with said southern side line of Macara Street 100 feet;

Thence southerly on a line parallel to said western side line of Gottingen Street 33 feet and 4 inches;

Thence easterly 100 feet or to said western side line of Gottingen Street;

Thence northerly along the said western side line of Gottingen Street 33 feet and 4 inches to the place of beginning;

Together with a right of way in favour of the above described lot, along and over all that portion of land being on the southern sideline of property known as Civic No. 2866 Gottingen Street, described as follows:

Commencing on the northeast corner of 2860 Gottingen Street, the above described lot;

Thence northerly along the western boundary line of Gottingen Street a distance of 5 feet more or less to a point being the prolongation of the South side of the building presently existing on the property and known as 2866 Gottingen Street.

Thence westerly parallel to the southern boundary line of 2866 Gottingen Street a distance of 66 feet;

Thence southerly a distance of 5 feet more or less to the northern boundary line of the above described lot;

Thence easterly along the northern boundary line of the above described lot to the place of beginning.

For the purpose of clarity, it is clearly understood that no part of this right of way should exist over any part of the lot presently occupied by the building presently existing on the property known as 2866 Gottingen Street.

Provided that if the existing building on the above described lot is demolished after November 15, 1989, the right of way shall cease to exist.

MUNICIPAL GOVERNMENT ACT:

The description for this parcel originates with a Deed dated July 14, 1894, registered in the registration district of Halifax in Book 303, Page 36 and the subdivision is validated by Section 291 of the Municipal Government Act.

PID: 00127498 (5518 Macara Street)

Parcel Description

ALL that certain lot of land and premises situate, lying and being in the said City of Halifax, being Lot No. 16 on plan of division Letter C of property of one George Isles, which said lot measured fifty feet in width and one hundred feet in depth and is more particularly described as follows:

COMMENCING on the Southern side of Macara Street at the Northeastern corner of angle of Lot 15 formerly owned by one Hamilton;

THENCE running in a Southerly direction and at right angles to said street and along the Eastern side line of said Lot 15, one hundred feet or until it comes to the junction of Lots 5 and 6 on said plan;

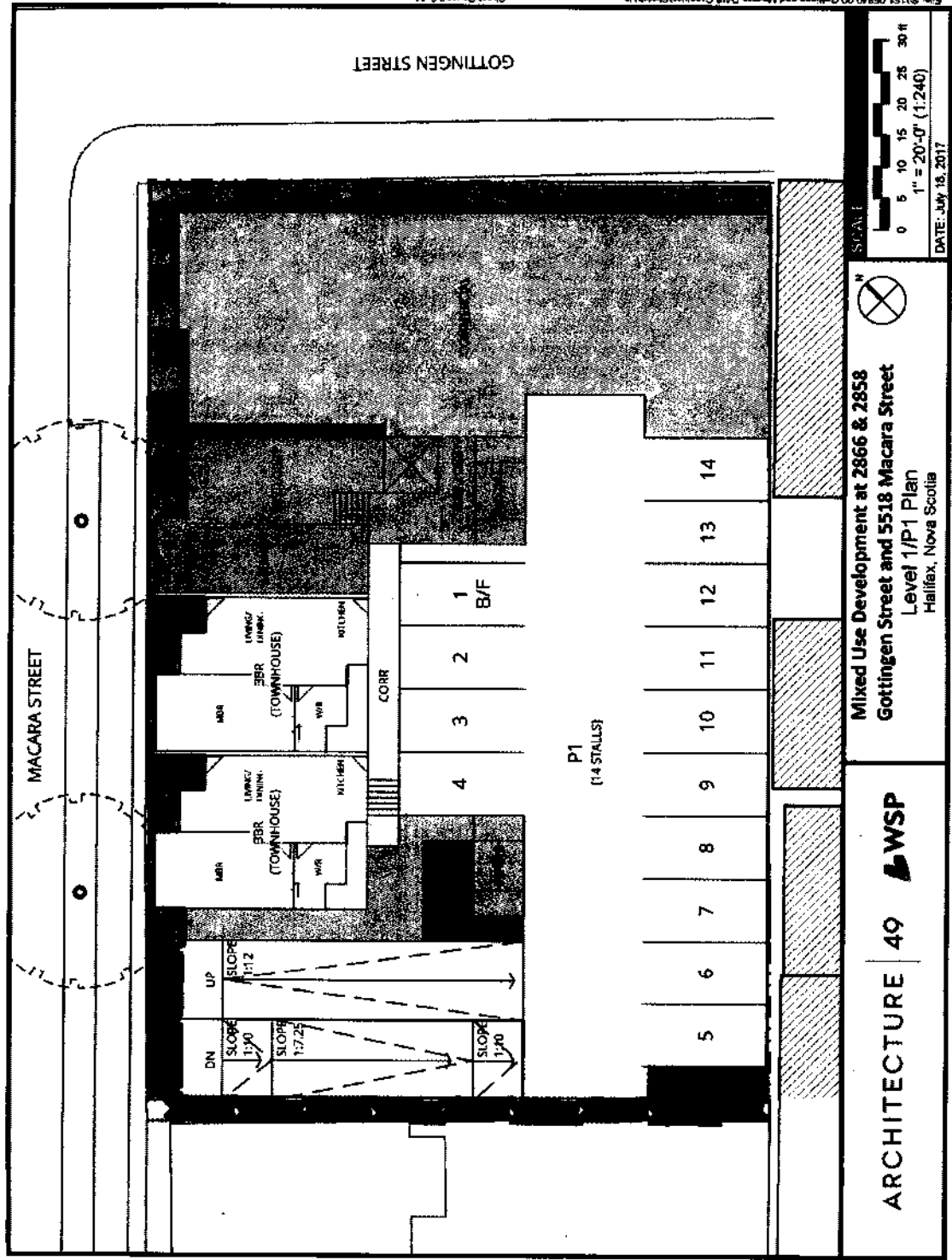
THENCE in an easterly direction parallel to Macara Street fifty feet or until it comes to Lot No. 2 on said plan;

THENCE northerly along the western lines of Lots 2 and 1 on said plan one hundred feet or until it comes to Macara Street;

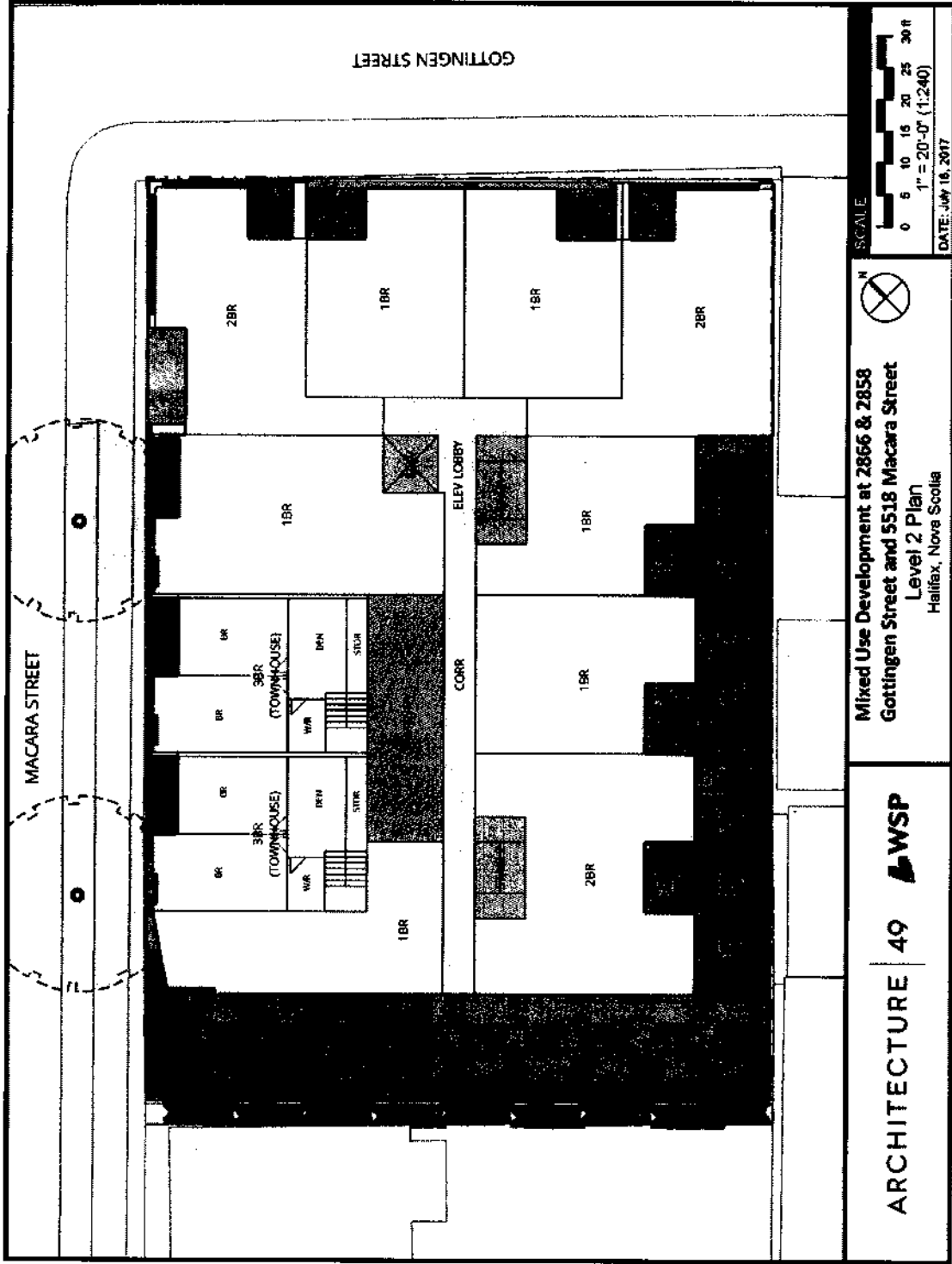
THENCE Westerly along the Southern line of said Macara Street fifty feet or to the place of beginning.

The description of this parcel originates with a deed dated December 9, 1965, registered in the registration district of Halifax County in book 2090 at page 639 and the subdivision is validated by Section 291 of the Municipal Government Act.

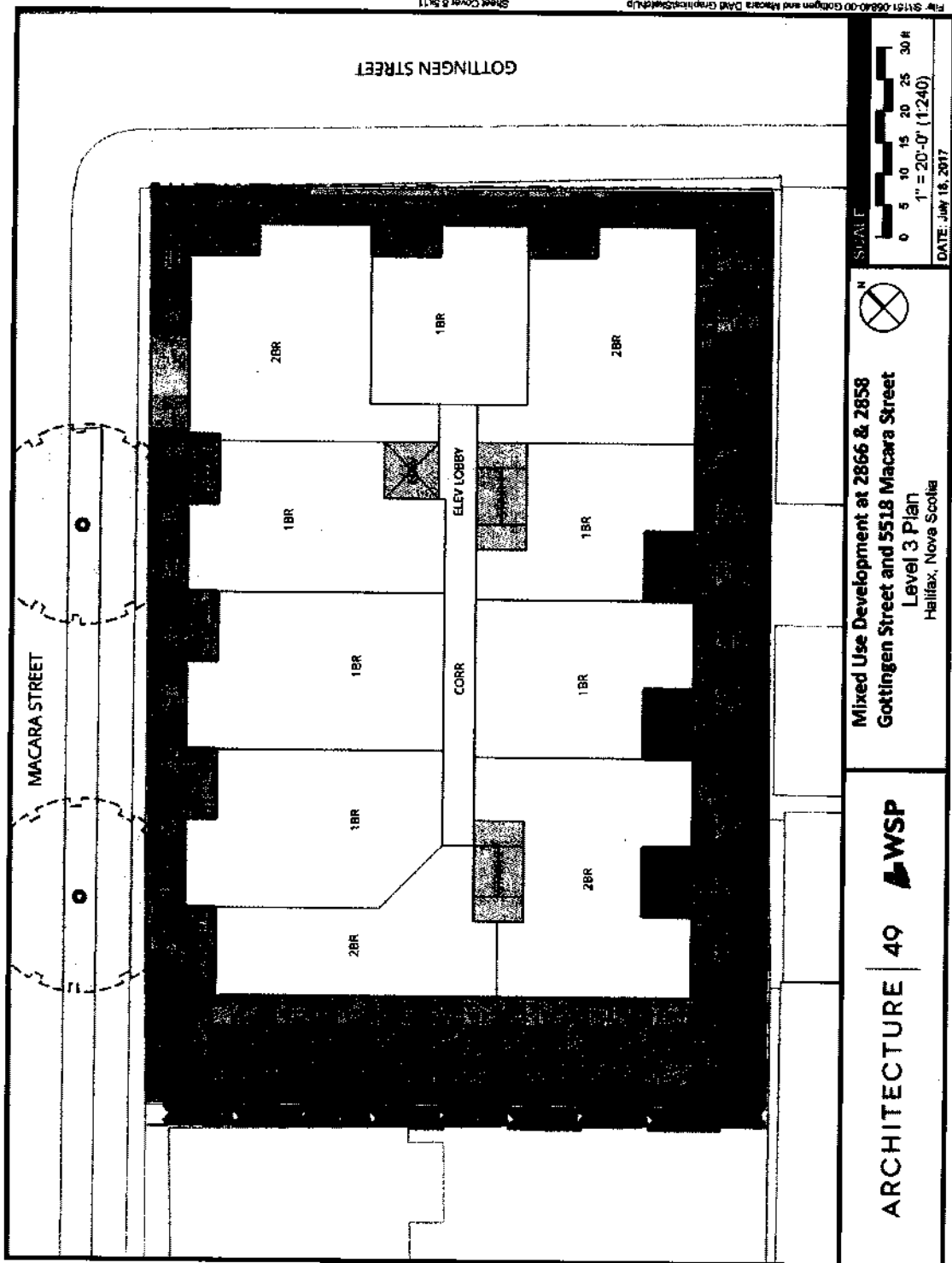
Schedule C - Ground Floor Plan



Schedule D - Second Floor Plan



Schedule E - Third Floor Plan



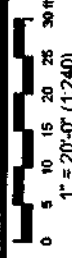
The floor plan shows a rectangular building layout. On the left side, there is a vertical strip representing a street, labeled "MACARA STREET". At the top of the plan, there is a horizontal strip representing another street, labeled "GÖTTINGEN STREET". The building's interior is divided into several rooms and a central corridor. The rooms are labeled as follows: "1BR" (one bedroom) and "2BR" (two bedrooms). The central corridor is labeled "CORR". There is an "ELEV LOBBY" (elevator lobby) located in the center of the building. The rooms are arranged in a symmetrical pattern around the central corridor. The plan also shows various doors, windows, and structural elements like walls and stairs.

WSP

**Mixed Use Development at 2855 & 2858
Gottingen Street and 5518 Macara Street
Level 4-7 Plan
Halifax, Nova Scotia**



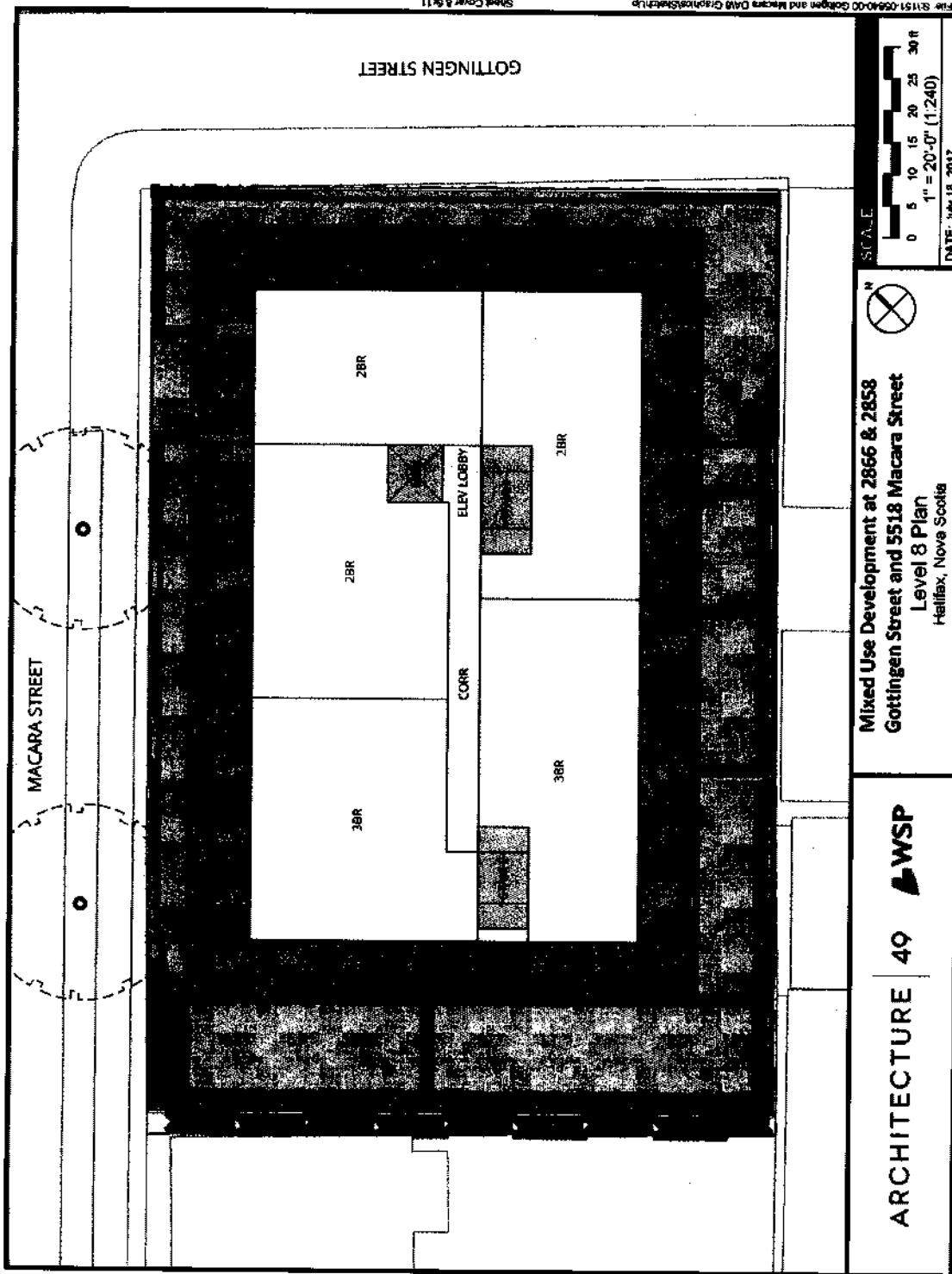
1725



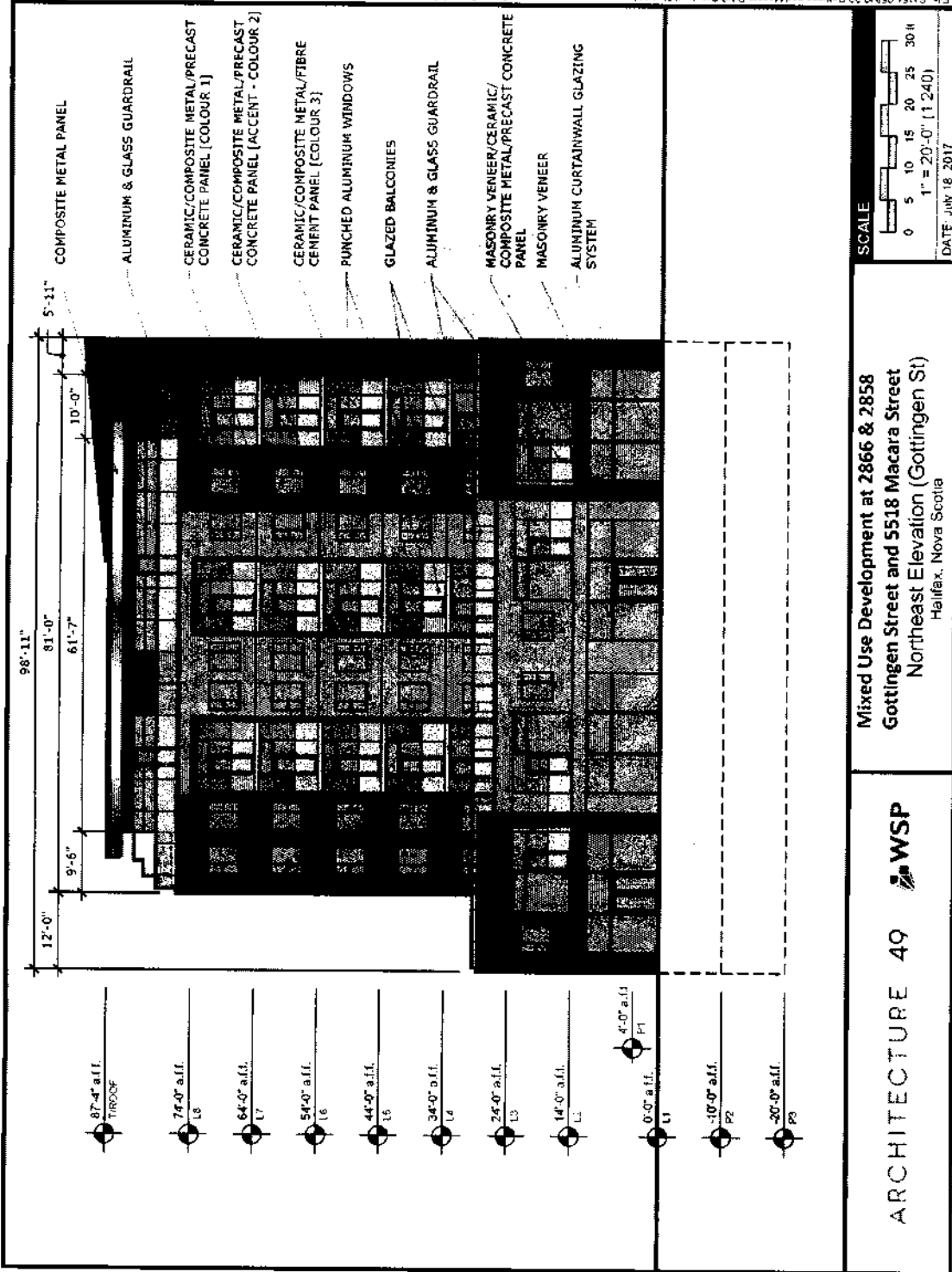
DATE: July 18, 2017

FILE # 21151-05240-00 GOTTGEN and MAZARA DATA GRAPHICS/SKETCHUP


Schedule G - Penthouse Level Plan



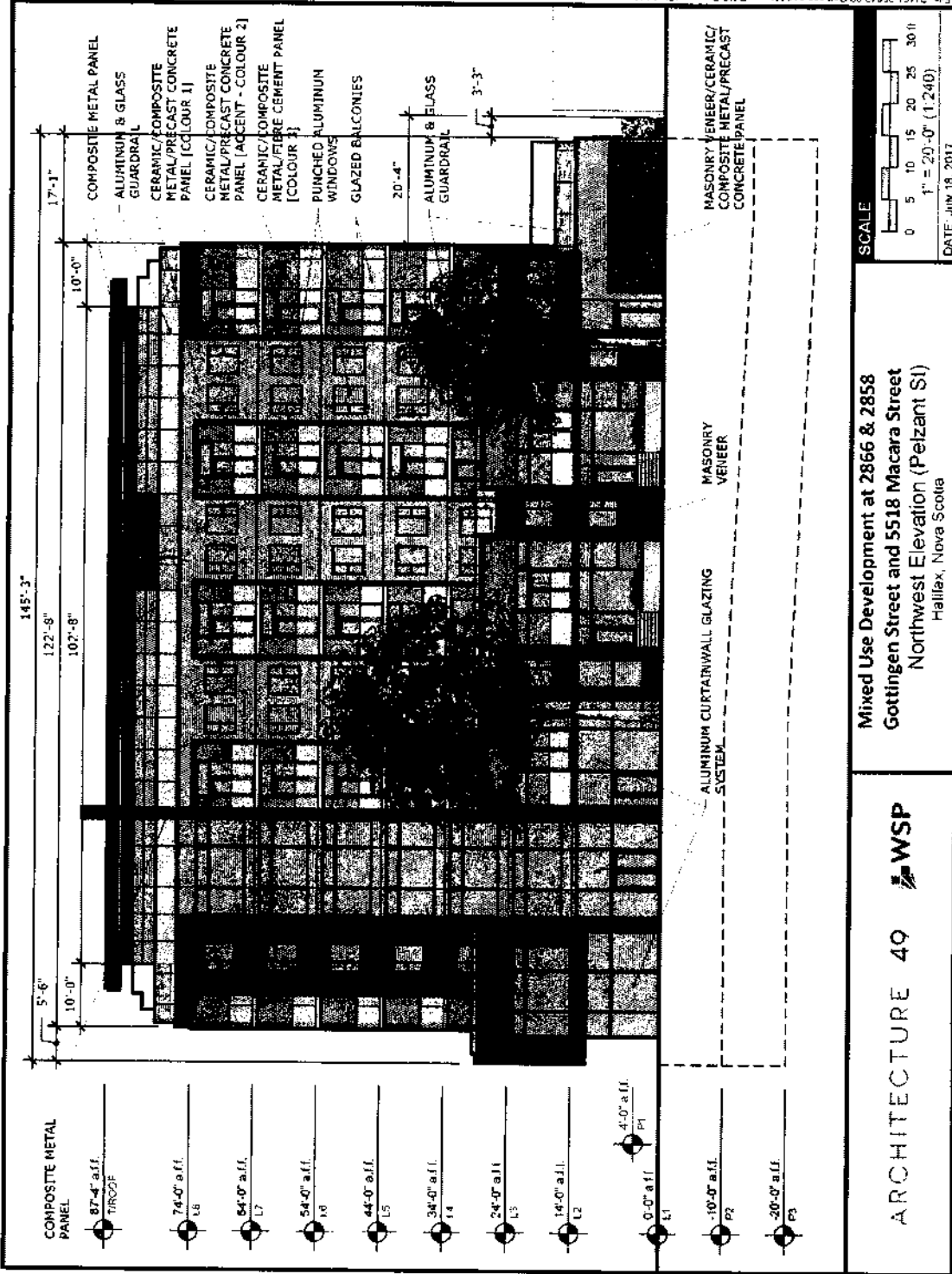
Schedule H - Gottingen Street Elevation



Mixed Use Development at 2866 & 2858
Gottingen Street and 5518 Macara Street
Northeast Elevation (Gottingen St)
Halifax, Nova Scotia

ARCHITECTURE 49  WSP

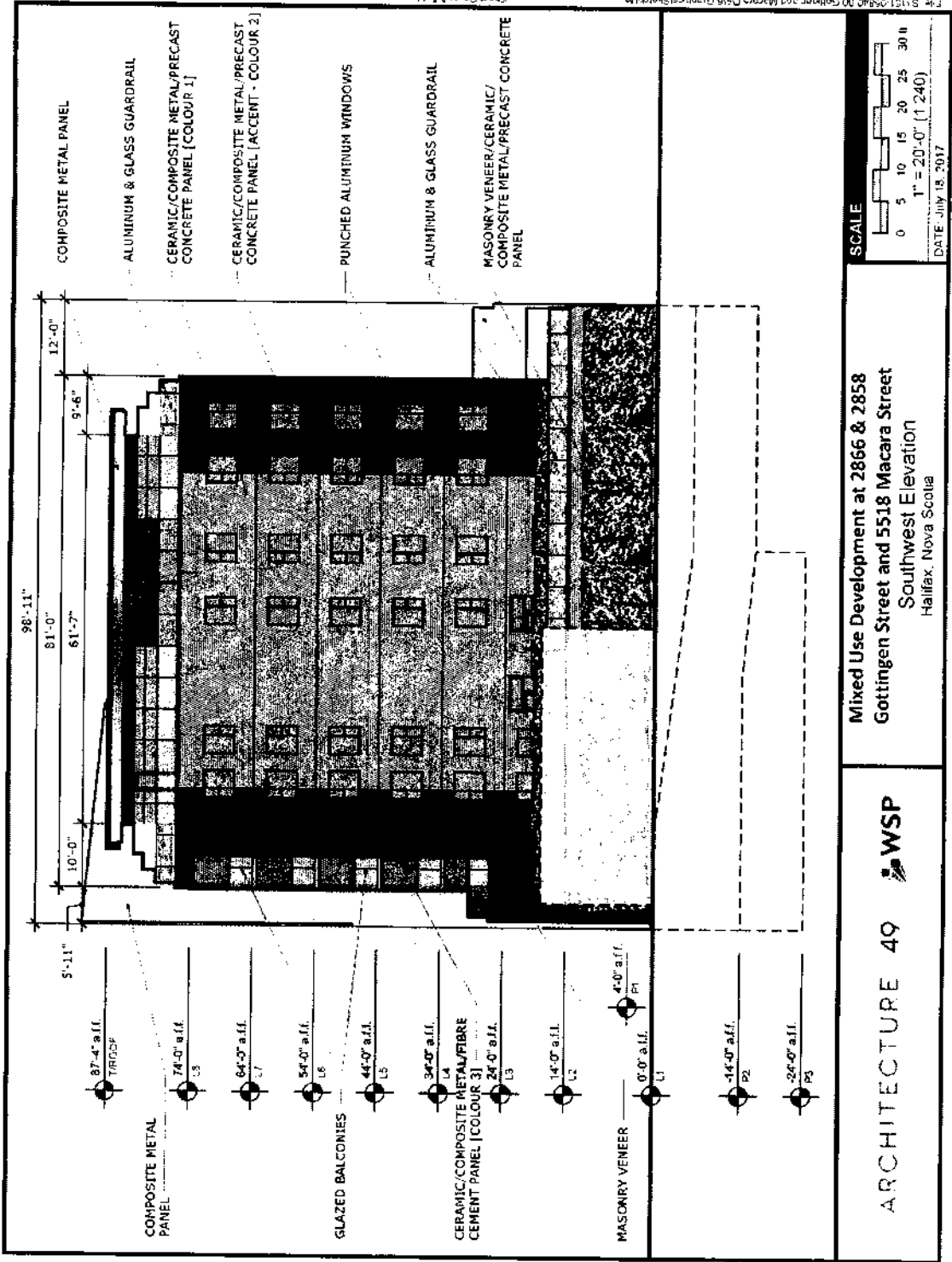
Schedule I - Macara Street Elevation



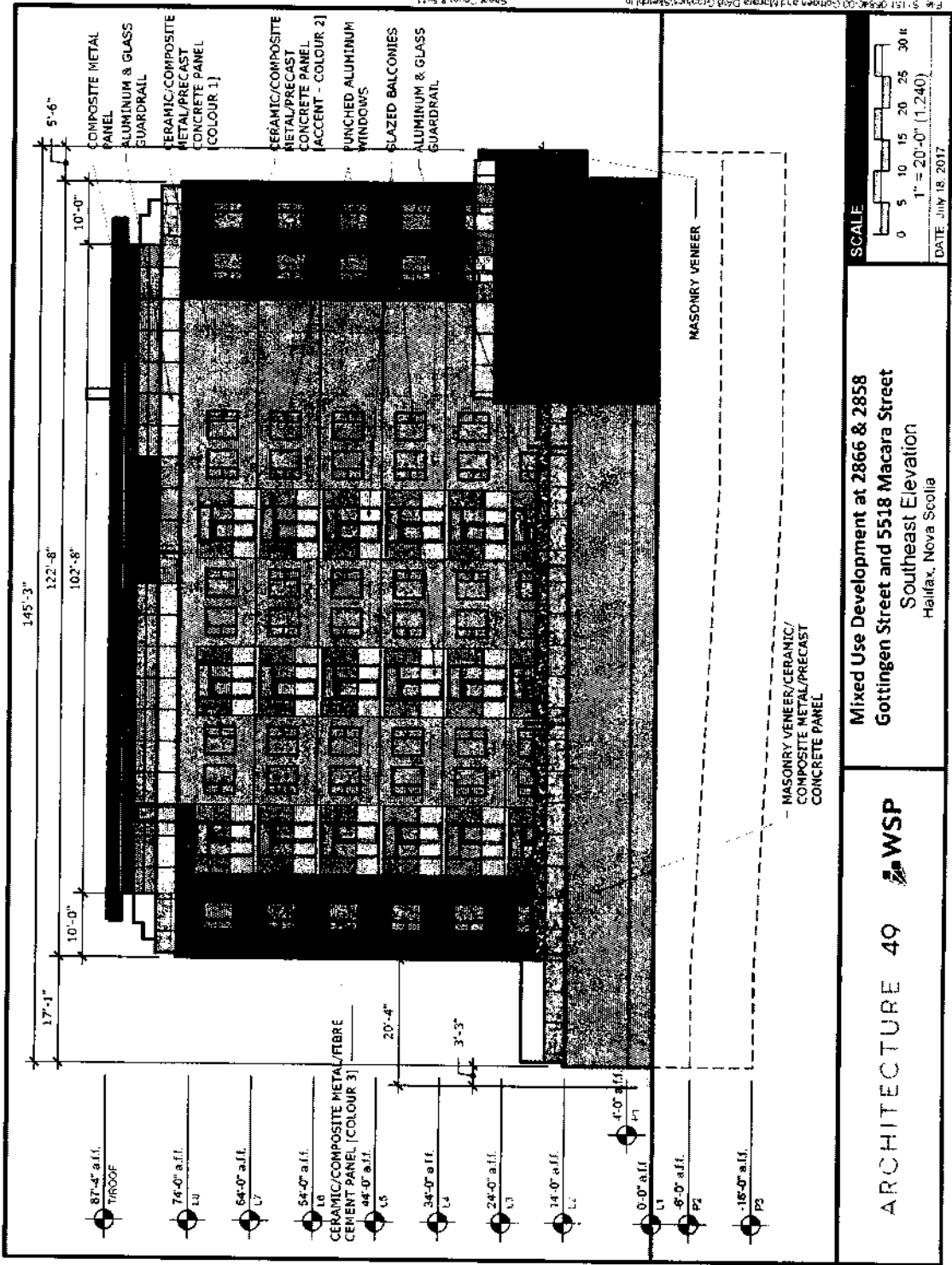
ARCHITECTURE 49  WSP

Mixed Use Development at 2866 & 2858
Gottingen Street and 5518 Macara Street
Northwest Elevation (Pelzant St)
Halifax, Nova Scotia


Schedule J - Southwest Elevation



Schedule K - Southeast Elevation



Mixed Use Development at 2866 & 2858
Gottingen Street and 5518 Macara Street
Southeast Elevation
Halifax, Nova Scotia

ARCHITECTURE 49  WSP