

Form 24**Purpose: to change the registered interest, benefits or burdens****(Instrument code: 450)**

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

(Instrument code: 451)

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

Registration district: Halifax
 Submitter's user number: 18120
 Submitter's name: Peter D. Stanhope

In the matter of Parcel Identification Number (PID)

PID	00140038
PID	00140061
PID	00140079
PID	40448037
PID	41340613
PID	40448045

(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

For Office Use

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

119679349

Document #

LR ☒ ROD ☐

NOV 23 2021

1221

Original Sign

MM DD YYYY

Time

OR

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):~~

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

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

Certificate of Legal Effect:

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

Dated at Dartmouth, in the County of Halifax, Province of Nova Scotia, on the 3 day of November, 2021.

Original Signed

Signature of authorized lawyer

Name: Peter D. Stanhope

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

Phone: (902) 460-3448

E-mail: pstanhope@boyneclarke.ca

Fax: (902) 463-7500

- ☐ This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.

May 4, 2009

THIS AGREEMENT made this 15 day of November, 2021

BETWEEN:

COMMON HILL DEVELOPMENTS LIMITED,
a body corporate, in the Province of Nova Scotia
(hereinafter 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 2032, 2046, and 2050 Robie Street, Halifax (PIDs 00140038, 00140061, and 00140079) and PIDs 40448037, 41340613, and 40448045 and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS on September 26, 1991 the former Council of the City of Halifax approved an application to enter into a Development Agreement to allow for the continuation of the existing funeral home operation and associated parking on a portion of the Lands (PIDs 40448037, 41340613, 00140038, and 40448045), which said Development Agreement was registered at the Registry of Deeds in Halifax on July 10, 1992 as Document Number 28578 in Book 5257, Pages 1070-1072 (hereinafter called the "Funeral Home Agreement");

AND WHEREAS on November 25, 1993 the former Council of the City of Halifax approved an application to enter into a Development Agreement to allow for the construction of a parking lot on a portion of the Lands at 2046 Robie Street (PID 00140061), and referenced as case 6766, which said Development Agreement was registered at the Registry of Deeds in Halifax on June 30, 1994 as Document Number 27062 in Book 5591, Pages 912-916 (hereinafter called the "Funeral Home Parking Lot Agreement");

AND WHEREAS the Developer has requested that the Funeral Home Agreement and Funeral Home Parking Lot Agreement both be discharged from the Lands;

AND WHEREAS the Developer has requested that the Municipality enter into a new Development Agreement to allow a multi-unit residential and commercial development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter*, and pursuant to Policies 10.29 and 10.30 of the Regional Centre Secondary Municipal Planning Strategy and Section 247 of the Regional Centre Land Use By-law;

AND WHEREAS the Halifax and West Community Council approved this request to enter into a new Development Agreement at a meeting held on September 7, 2021, referenced as Municipal Case 22927;

AND WHEREAS the Halifax and West Community Council, at the same meeting, approved the discharge of the Funeral Home Agreement which applies to PIDs 40448037, 41340613, 00140038, and 40448045, and is filed in the Registry of Deeds in Halifax as Document Number 28578 in Book 5257, at Pages 1070-1072, said discharge to take effect upon the registration of this Agreement;

AND WHEREAS the Halifax and West Community Council, at the same meeting, approved the discharge of the Funeral Home Parking Lot Agreement which applies to 2046 Robie Street, Halifax and is filed in the Registry of Deeds in Halifax as Document Number 27062 in Book 5591, at Pages 912-916, 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:

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, use and subdivision of the Lands shall comply with the requirements of the applicable Land Use By-law and the Regional Subdivision By-law, as amended from time to time.

- 1.2.2 Variances to the requirements of the Land Use By-law for the Regional Centre 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 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.

1.7 Lands

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

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:

Indoor Amenity Space means common amenity areas located inside the building for residents of the building and invited guests, including, but not limited to, exercise facilities and multi-purpose rooms with associated kitchen facilities.

Outdoor Amenity Space means private individual balconies or common amenity areas located outside the building for residents of the building and invited guests, including, but not limited to, public terraces.

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 22927:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Robie Street Elevation
Schedule D	Western Elevation
Schedule E	Northern Elevation
Schedule F	Southern Elevation
Schedule G	Preliminary Landscape Plan

3.2 Requirements Prior to Approval

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:

- (a) An approved Plan of Survey showing the consolidation of PIDs 40448037, 41340613, 00140038, 40448045, 00140061, and 00140079;
- (b) An executed incentive or bonus zoning agreement as per the requirements of the Regional Centre Land Use By-law;
- (c) An Outdoor Lighting Plan in accordance with Section 3.8 of this Agreement;

- (d) A Landscape Plan in accordance with Section 3.9 of this Agreement;
- (e) Written confirmation from a Structural Engineer that all landscaped areas designed to be installed on any rooftop level of the building are able to support any additional weight caused by the landscaped area; and
- (f) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the Development Engineer.

3.2.2 Prior to the issuance of the first Municipal Occupancy Permit, the Developer shall provide written confirmation from a qualified professional that the Development Officer may accept as sufficient record of compliance with the Landscape Plan.

3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.3 General Description of Land Use

3.3.1 The uses of the Lands permitted by this Agreement are the following:

- (a) A mixed-use building containing:
 - (i) a maximum of 102 dwelling units located within the lower portion of the building, of which a minimum of 43% shall contain two or more bedrooms and be a minimum 75 square metres in size;
 - (ii) home office uses;
 - (iii) commercial space and Indoor Amenity Space in the podium;
 - (iv) Indoor Amenity Space and Outdoor Amenity Space; and
 - (v) uses accessory to any of the foregoing uses.

3.3.2 Home office uses permitted as per Section 3.3.1(a)(ii) shall meet the requirements for home office use as provided in the Regional Centre Land Use By-law.

3.3.3 The majority of the land uses located at the ground floor of the development, and fronting on Robie Street, shall be commercial uses.

3.3.4 Commercial uses permitted as per Section 3.3.1(a)(iii) shall be limited to commercial uses permitted in the CEN-2 (Centre 2) Zone of the Regional Centre Land Use By-law.

3.3.5 Indoor Amenity Space and Outdoor Amenity Space as per Section 3.3.1 (a)(iii) and 3.3.1(a)(iv) shall meet the requirements of Section 3.6.

3.4 Building Siting and Design

3.4.1 The building's siting, bulk, and scale shall comply with the following:

- (a) the development shall not exceed a floor area ratio of 5.00;
- (b) the maximum height of the building shall not exceed 85 metres, inclusive of all mechanical spaces, elevator enclosures, staircases, staircase enclosures, and penthouses;
- (c) the lower portion of the development shall consist of a maximum of 22 storeys and shall be located above a podium that is at least 7.9 metres in height and contains two-storeys or one-storey plus a mezzanine;
- (d) the streetwall of the podium shall be designed to maintain the appearance of a continuous 2-storey streetwall as per Schedule C and shall have a maximum height of 11 metres for the majority of the Robie Street elevation;

- (e) the ground floor of the building shall be a minimum of 1.5 metres from the front lot line, inclusive of stairs, ramps, or other access points;
- (f) the building shall be a minimum of 6 metres from the rear property line from the ground to a height of 6.2 metres, and above a height of 26 metres, and further no portion of the building may be closer than 4.5 metres to the rear property line;
- (g) further to clause 3.4.1(f), the underground parking area may be up to 0.0 metres from the rear, side, and front property lines provided no portion of the underground parking area protrudes more than 0.6 metres above the average finished grade along the respective lot line;
- (h) any portion of the building above a height of 26 metres may not exceed a depth and width of 23 metres; and
- (i) all floors above a height of 26 metres may not exceed a floor area of 523 square metres per floor, and all other floors above the podium may not exceed a floor area of 676 square metres.

3.4.2 The building's massing shall meet the provisions of this Section and be as generally shown on Schedules B through F. The Development Officer may accept minor modifications to the building's massing to comply with Nova Scotia Power Inc.'s clearance from overhead power lines requirements, however, the building must still comply with all other requirements of this Section.

3.5 Architectural Requirements

- 3.5.1 The façade facing Robie Street shall be designed and detailed as the primary façade. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.5.2 The design of the building shall provide visual architectural interest as generally shown on Schedules B through F through the use of such things as variations in building materials, colours, façade design, massing, or acceptable equivalents approved by the Development Officer.
- 3.5.3 Large blank or unadorned walls shall not be permitted. The scale of large walls shall be tempered by the introduction of artwork, such as murals, textural plantings and trellises, and architectural detail to create shadow lines (implied windows, cornice lines, or offsets in the vertical plane) as identified on the Schedules.
- 3.5.4 The primary entrance to the residential units shall face Robie Street and shall be clearly distinguished as the main residential entrance by the use of such things as changes in materials, overhangs, awnings, signage, the size of the doors, lighting, changes in ground cover material, or acceptable equivalents approved by the Development Officer. All other residential entrances shall be emphasized by detailing, changes in materials, and other architectural devices such as overhangs, awnings, or an acceptable equivalent approved by the Development Officer.
- 3.5.5 All main entrances to the commercial space shall face Robie Street. Furthermore, there shall be multiple entrances to the commercial space on the ground floor fronting on Robie Street. The main entrances to the commercial space shall be distinct, easily identifiable, and emphasized by detailing, changes in materials, and other architectural devices such as overhangs, awnings, or an acceptable equivalent approved by the Development Officer.
- 3.5.6 Service entrances shall be integrated into the design of the building and shall not be a predominate feature. Garage doors shall be primarily made of windows or translucent material.
- 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.
- 3.5.8 Any exposed foundation in excess of 0.61 metres (2 feet) in height shall be architecturally detailed, veneered with stone or brick, or treated in an equivalent manner acceptable to the Development Officer.

3.5.9 Exterior building materials shall not include vinyl siding.

3.5.10 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.

3.5.11 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Robie Street or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.

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

3.6 Amenity Space

3.6.1 A minimum of 255 square metres of indoor amenity space shall be provided within the building. The indoor amenity space shall:

- (a) be provided in increments of at least 30 contiguous square metres;
- (b) have no linear dimension less than 3.0 metres; and
- (c) shall be fully accessible to all building residents.

3.6.2 A minimum of 450 square metres of outdoor amenity space shall be provided on site. A minimum of 350 square metres of this space shall be a communal rooftop terrace located on Floor 3, as per Schedule G, and shall be accessible to all of the residents in the building.

3.6.3 The rooftop terrace located on Floor 3 shall include seating and weather protection for users.

3.6.4 The landscaped podium in the rear yard shall be fully accessible to residents. The space shall include seating and weather protection for users.

3.7 Parking, Circulation, and Access

3.7.1 Vehicular access/egress to the development shall be located along Robie Street, as shown on Schedule B.

3.7.2 The parking area shall provide a minimum of 70 parking spaces. Each space shall be a minimum 2.4 metres wide and 5.5 metres long, with the exception that any parallel parking space shall be at least 6.1 metres long.

3.7.3 Bicycle parking shall be provided pursuant to the Land Use By-law.

3.8 Outdoor Lighting

3.8.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances, outdoor amenity and open spaces, and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings. This shall be confirmed in writing by a qualified person.

3.8.2 Full cut-off light fixtures and automatic shut-off devices shall be used for all exterior lighting.

3.9 Landscaping

3.9.1 All plant material shall conform to the Canadian Nursery Landscape Association's Canadian Nursery Stock Standard (ninth edition).

- 3.9.2 The rooftop terrace on Floor 3 shall contain a combination of hard and soft landscaping as generally shown on Schedule G. The rooftop terrace shall also include a garden trellis as shown on Schedules B and G.
- 3.9.3 The space at grade in front of the podium between the public sidewalk and building identified as the pedestrian plaza on Schedule B shall be designed as an extension of the public sidewalk with primarily hard ground covering. The ground covering shall not include asphalt.
- 3.9.4 There shall be an opaque wood fence or masonry wall at least 1.8 metres high along the full length of the rear property line.
- 3.9.5 Prior to the issuance of a Development Permit, the Developer agrees to provide Landscape Plan which comply with the provisions of this section and generally conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule G. 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.
- 3.9.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.9.7 Notwithstanding Section 3.9.6, where the weather and time of year do not allow the completion of the outstanding landscape works prior to the 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.
- 3.9.8 Prior to the issuance of a Development Permit, the Developer agrees to provide documentation from a Structural Engineer indicating the building design is able to support the weight of all rooftop landscaped areas.
- 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 and ice control, salting of walkways and driveways.
- 3.10.2 All disturbed areas of the Lands shall be reinstated to original condition or better.
- 3.11 Signs**
- 3.11.1 The sign requirements shall be accordance with the Regional Centre Land Use By-law, as amended from time to time.
- 3.11.2 Signs depicting the name or corporate logo of the Developer shall be permitted while a sales office is located on the site.

3.11.3 Temporary signs shall be regulated under HRM By-law S-801.

3.12 Temporary Construction Building

3.12.1 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 building shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

3.13 Screening

3.13.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from Robie Street and abutting residential uses. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.13.2 Mechanical equipment shall be permitted on the roof provided the equipment is screened and incorporated in to the architectural treatments and roof structure.

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 Solid Waste Facilities

4.3.1 The building shall include designated space for five stream commercial waste containers (1. Garbage, 2. Blue Bag Recyclables, 3. Paper, 4. Corrugated Cardboard, and 5. Organics) to accommodate source separation program in accordance with By-law S-600 as amended from time to time.

4.3.2 All refuse and recycling containers and waste compactors shall be confined to the interior of the building and screened from public view.

4.4 Undergrounding Services

4.4.1 All secondary or primary (as applicable) electrical, telephone, and cable services to the building shall be underground installation.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.1.1 Prior to the commencement of any site work on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall have been issued a Grade Alteration Permit in accordance with By-law G-200 Respecting Grade Alteration and Stormwater Management Associated with Land Development, as amended from time to time.

5.2 Archaeological Monitoring and Protection

- 5.2.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the 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.

5.3 Sulphide Bearing Materials

- 5.3.1 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) Changes to the amenity space requirements as detailed in Section 3.6 of this Agreement;
- (b) Changes to the parking, access, and circulation requirements as detailed in Section 3.7 of this Agreement;
- (c) Changes to the landscaping as detailed in Section 3.9 of this Agreement;
- (d) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement; and
- (e) The length of time for the completion of development as identified in Section 7.5 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 development on the Lands has not commenced within three (3) years from the date of registration of this Agreement at the 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 issuance of a Development Permit.

7.4 Completion of Development

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

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement; or
- (c) discharge this Agreement.

7.4.2 For the purpose of this section, completion of development shall mean issuance of an Occupancy Permit.

7.5 Discharge of Agreement

7.5.1 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the 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.

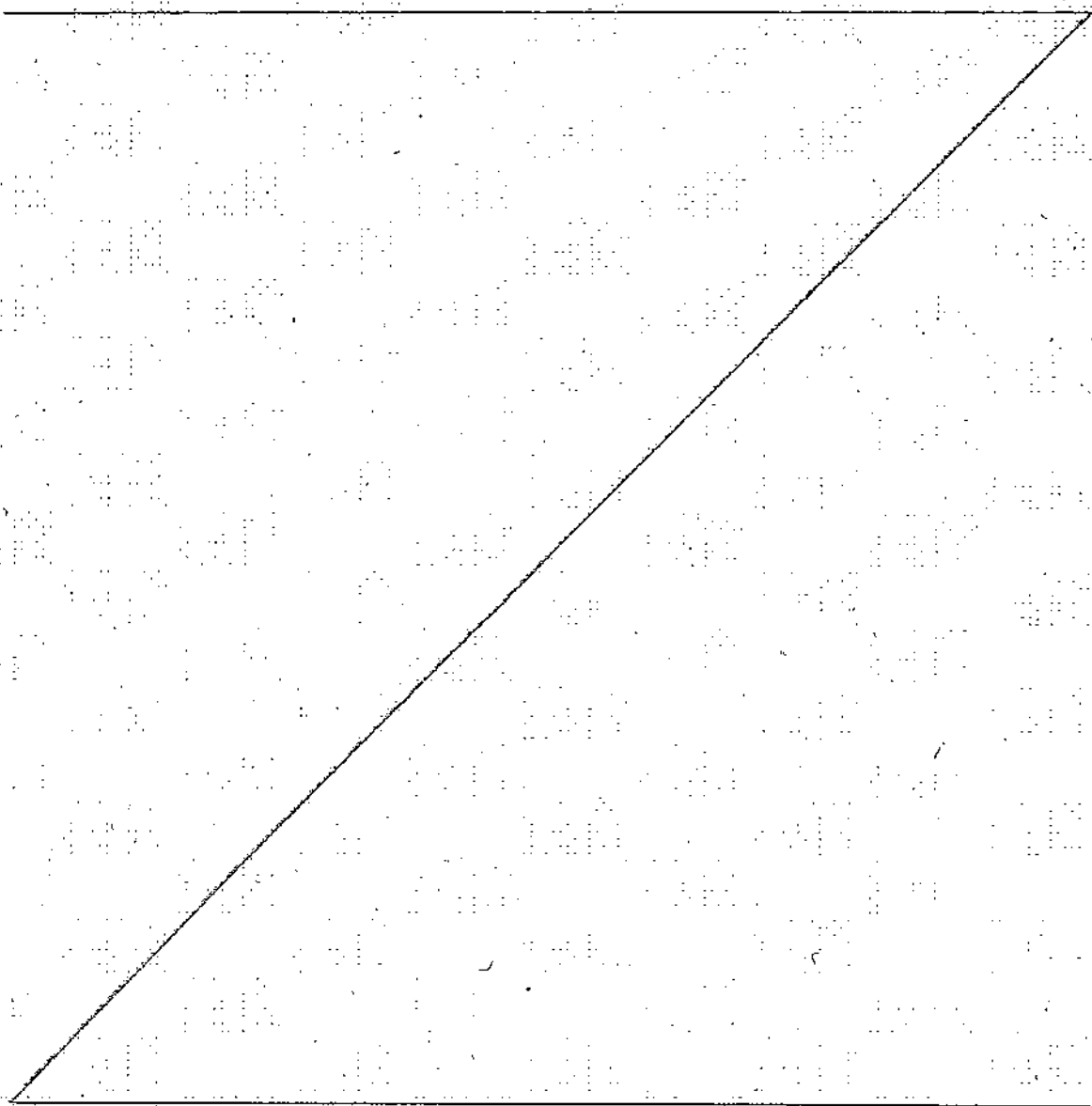
PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

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 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 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:

Original Signed

Witness

COMMON HILL DEVELOPMENTS LIMITED

Original Signed

Per

Print Name:

Print Position:

Rose Chedraue
Secretary

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

HALIFAX REGIONAL MUNICIPALITY

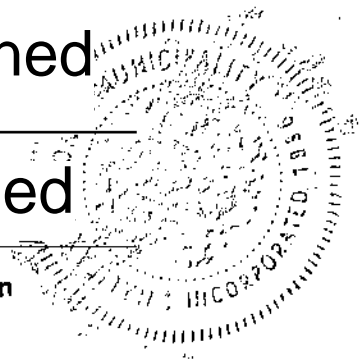
Original Signed

MAYOR

Original Signed

MUNICIPAL CLERK

Iain MacLean



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 2nd day of November, A.D., 2021, before me, the subscriber personally came and appeared Daniel Chakraborty a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that COMMON HILL DEVELOPMENTS 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

PETER D. STANHOPE
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

On this 15th day of NOVEMBER, A.D., 2021, before me, the subscriber personally came and appeared DEWYN CARTER & LESLIE G. NEATE the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Iain MacLean, Municipal 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

JILL MCGILLICUDDY
A Commissioner of the
Supreme Court of Nova Scotia

PID 40448037

ALL that southern moiety or half part of all that certain lot piece and parcel of land situate lying and being in the City of Halifax aforesaid on the west side of the common part of the Fields the property of the late Honorable Henry H. Cogswell, deceased, and described on the plan thereof on file in the Registry Office as Lot Number One which said southern moiety is described as follows:

BEGINNING at the northeast corner of lot number "A" on said plan,

Thence running northerly along the west side line of Robie Street 25 feet or to the centre of the partition wall dividing the cottage on the lot now under description from the cottage on the northern moiety of said lot number one,

Thence westerly through the centre of the said partition wall and on a line in prolongation thereof 100 feet,

Thence southerly along the west side line of lot number 16 on said plan 25 feet, to lot Letter "A";

Thence easterly along the north side line of said Lot "A" 100 feet to the place of beginning.

BEING THE SAME LANDS AND PREMISES conveyed to the late Emma Power by Thomas Leslie Power by Deed dated October 16, 1933 and recorded at the Registry of Deeds at Halifax in Book 684 page 841.

Subject to a Development Agreement with the City of Halifax registered at the Halifax County Registry of Deeds on July 10, 1992 as Document No. 28578 in Book 5257 at Page 1070.

The description for this parcel originates with a deed dated March 21, 1964, registered in the registration district of Halifax County in Book 1973 at Page 631 and the subdivision is validated by Section 291 of the Municipal Government Act.

PID 41340613

All that certain piece and parcel of land situate, lying and being on the west side of the Halifax Common in the City of Halifax, County of Halifax and Province of Nova Scotia, being the northern moiety or half part of lot Number One on a plan of the real estate of Charles Cogswell filed in the Registry Office at Halifax, the said northerly moiety or half part being more particularly described as follows:

Commencing at the south east corner of Lot Number Two on said plan;

Thence to run southerly along the west side of Robie Street twenty five feet more or less until it reaches the centre of a partition wall dividing the cottage on the southern moiety from the cottage on the said northern moiety of Lot Number One;

Thence to run westerly through the centre of the said partition wall and on a line in prolongation thereof one hundred feet to the rear line of the said Lot Number One;

Thence northerly by the said rear line twenty five feet more or less to the southwest corner of Lot Number Two;

Thence by the south line of said Lot Number Two one hundred feet to the place of beginning.

Subject to a Development Agreement with the City of Halifax registered at the Halifax County Registry of Deeds on July 10, 1992 as Document No. 28578 in Book 5257 at Page 1070.

The description for this parcel originates with a deed dated November 15, 1948, registered in the registration district of Halifax County in Book 1020 at Page 981 and the subdivision is validated by Section 291 of the Municipal Government Act.

2032 ROBIE STREET (PID 00140038)

All that certain lot, piece or parcel of land being part of the Cogswell's fields so called, lying to the westward of the Halifax Common and being Lot 2/33 on the plan of subdivision thereof.

BEGINNING at a point on the western side line of Robie Street distant southerly three hundred and fifty feet from the point of intersection of the southern side line of Welsford Street with the said western side of Robie Street;

Thence to run westward at right angles to said western side line of Robie Street one hundred feet;

THENCE southerly at right angles fifty feet;

Thence eastwardly along the northern boundary line of the lot of land sold by the said Charles Cogswell in his lifetime to one Francis Keating a distance of one hundred feet or to Robie Street; and

Thence along the western side line of Robie Street aforesaid fifty feet or to the place of beginning.

Subject to a Development Agreement with the City of Halifax registered at the Halifax County Registry of Deeds on July 10, 1992 as Document No. 28578 in Book 5257 at Page 1070.

The description for this parcel originates with a deed dated December 9, 1950, registered in the registration district of Halifax County in Book 1111 at Page 493 and the subdivision is validated by Section 291 of the Municipal Government Act.

PID 40448045

ALL that lot number Thirty-four represented on the Plan of Division of Doctor Cogswell's property to the westward of the Common in the City of Halifax aforesaid and bounded as follows:

Easterly by Robie Street and there measuring fifty feet more or less;

Southerly by lot thirty-three of said division and there measuring one hundred feet, formerly owned by the Presbyterian Congregation of North Park Street;

Westerly by lot number Twenty-nine and there measuring fifty feet more or less; and

Northerly by lot number Thirty-five of said division and there measuring one hundred feet;

Agreeable to a plan of the same on file in the Crown Land Office signed by W.A. Hendry and dated February, 1879. The said lands having been conveyed by Jessie Borden Wilde and Jean Ray, executors and trustees of the estate of Frederick Alexander MacMillan Wilde to Irene M. Connors by Deed dated May 3, 1955.

Subject to a Development Agreement with the City of Halifax registered at the Halifax County Registry of Deeds on July 10, 1992 as Document No. 28576 in Book 5257 at Page 1070.

The description for this parcel originates with a deed dated August 27, 1952, registered in the registration district of Halifax County in Book 1847 at Page 485 and the subdivision is validated by Section 291 of the Municipal Government Act.

2046 ROBIE STREET (PID 00140061)

ALL that certain lot, piece and parcel of land, situate, lying and being on the west side of Robie Street in the City of Halifax aforesaid being the southern portion of a lot of land marked and numbered as lot no. 4/35, on the framed plan of division of Doctor Charles Cogswell, land in the office of B.G. Gray, in Halifax aforesaid;

The lot under description being bounded and described as follows, that is to say;

BEGINNING at a point on the West side of Robie Street aforesaid being the southeast corner of a lot of land sold and conveyed by the said William H.L. Cogswell and Frederick R. Boardman, Executors and Trustees as aforesaid unto one Whitman A. Freeman;

THENCE from said point to run Southwesterly, thirty three feet and four inches along the western line of Robie Street aforesaid or to the northeast corner of Lot no. 3/34 on said Plan;

THENCE to run westerly by the northern line of said last mentioned lot one hundred feet or to the northwest corner of said lot No. 3/34;

THENCE to run northerly by the eastern line of Lot No. 28/19, on said Plan thirty-three feet four inches or to the southwest corner of said Whitman A. Freeman's land;

THENCE easterly by the southern line of said last mentioned lands one hundred feet or to Robie Street aforesaid at the place of beginning;

Being the portion of land conveyed to Mary E. Horton by Will dated September 15th and filed on the 18th day of February, 1907.

Subject to a Development Agreement with the City of Halifax registered at the Halifax County Registry of Deeds on June 30, 1994 as Document No. 27062 in Book 5591 at Page 912.

The description for this parcel originates with a deed dated December 17, 1954, registered in the registration district of Halifax County in Book 1295 at Page 730 and the subdivision is validated by Section 291 of the Municipal Government Act.

2050 ROBIE STREET (PID 00140079)

ALL that certain lot, piece or parcel of land situate, lying and being on the west side of Robie Street in the City of Halifax and bounded and described as follows, that is to say:-

BEGINNING at the southeast corner of a lot of land on said West side of Robie Street granted and conveyed to one Robert Norton by one Charles Cogswell in his lifetime, and Fanny Cogswell, his wife, by deed bearing date the fifth day of July, A.D. 1885 (1855), duly recorded in the Office of the Registry of Deeds at Halifax aforesaid in Libro 258, Folios 7 and 8;

THENCE from said point of beginning to run southwesterly along said western line of Robie Street a distance of thirty three feet and four inches, more or less, to a point distant northwesterly thirty three feet and four inches from the southeast corner of lot number 4/35 on the framed plan of division of said Charles Cogswell's lands in the office of B.G. Gray, Esquire, in Halifax aforesaid;

THENCE from said last mentioned point to run westerly in a line parallel with the southern line of said Robert Norton's land a distance of one hundred feet, more or less, to the rear line of lots numbers 4/35 and 5/36 on said plan;

THENCE northwesterly by said rear line thirty three feet and four inches or to the southwest corner of said Robert Norton's land;

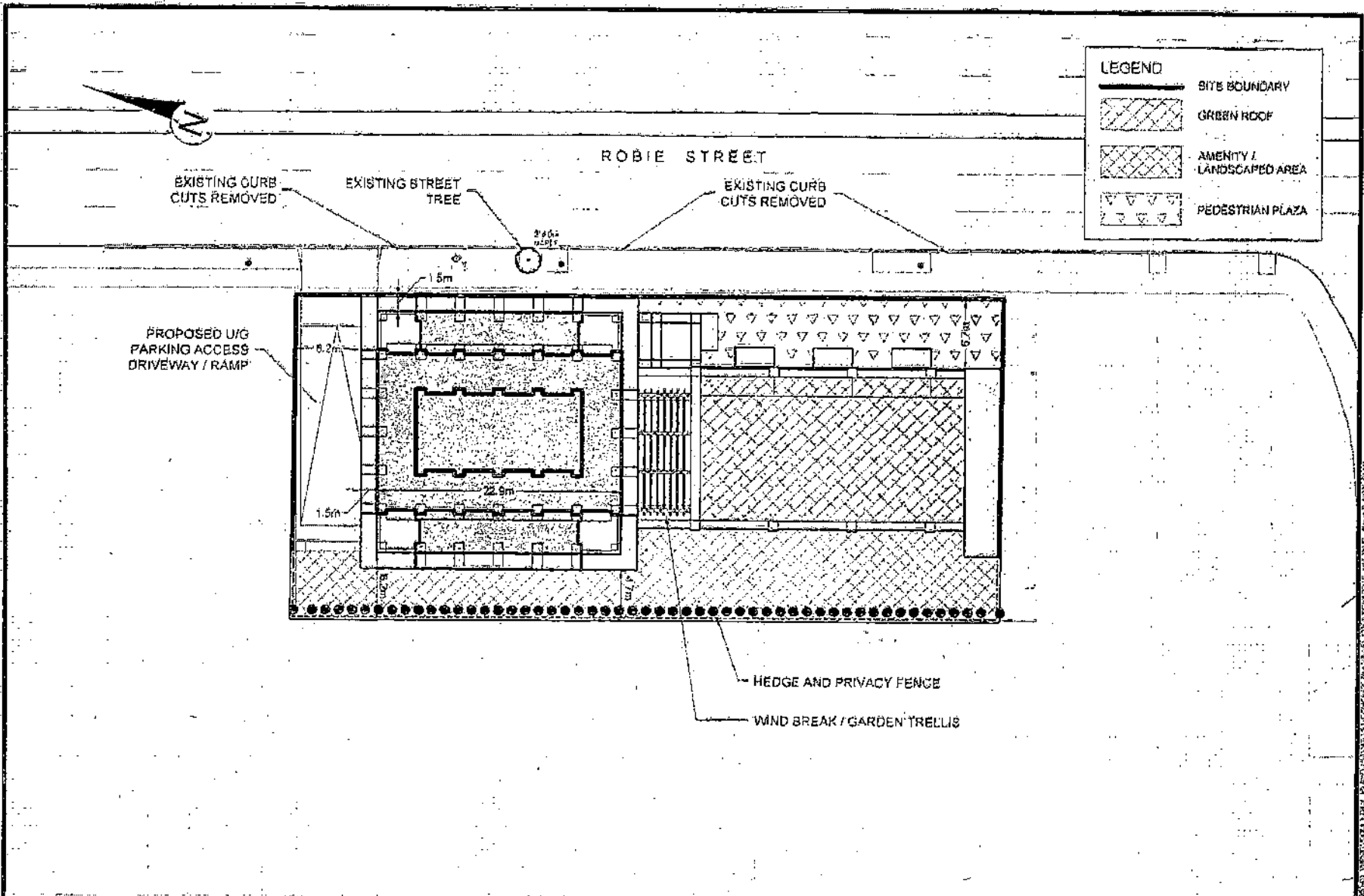
THENCE easterly by the southern boundary of said last mentioned land one hundred feet, more or less, to the place of beginning.

BEING the same lands conveyed to Alfred E. Priest by Maude M. Whelan (Maude M. Whelan), widow and sole-executrix of James F. Whelan (James F. Whelan), by deed dated April 30th, 1930, and recorded in the Registry of Deeds at Halifax aforesaid in Book 557, Page 138.

Municipal Government Act, Part IX Compliance

Not Subject To:

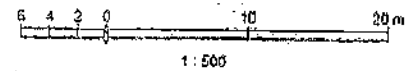
The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.



wsp

SCHEDULE B - SITE PLAN
 2032-2050 ROBIE STREET
 HALIFAX, NOVA SCOTIA

SCALE



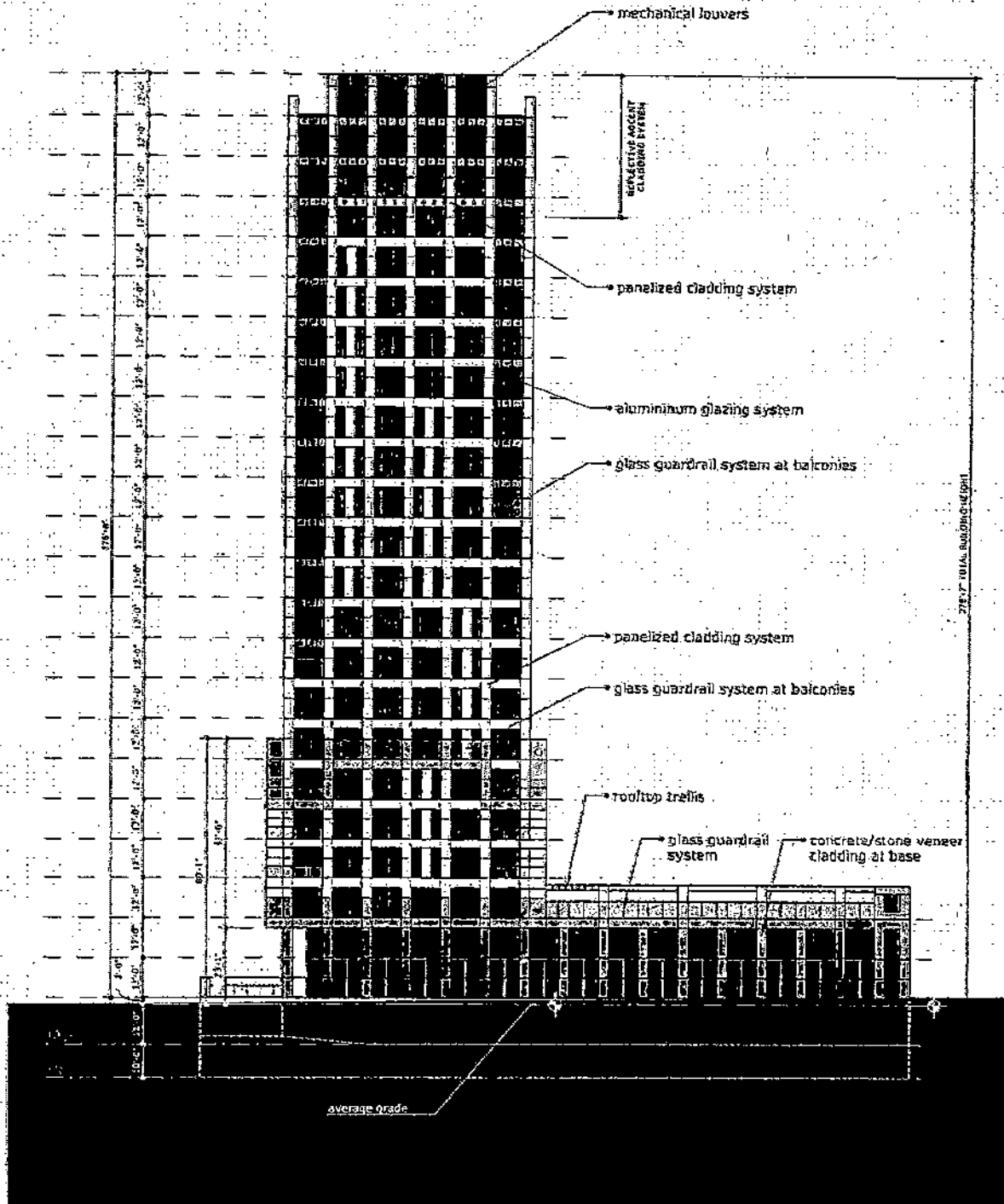
DATE: 31-MAY-2020

161-12351-SCHEDULE_V16



SCHEDULE C - Robie Street Elevation

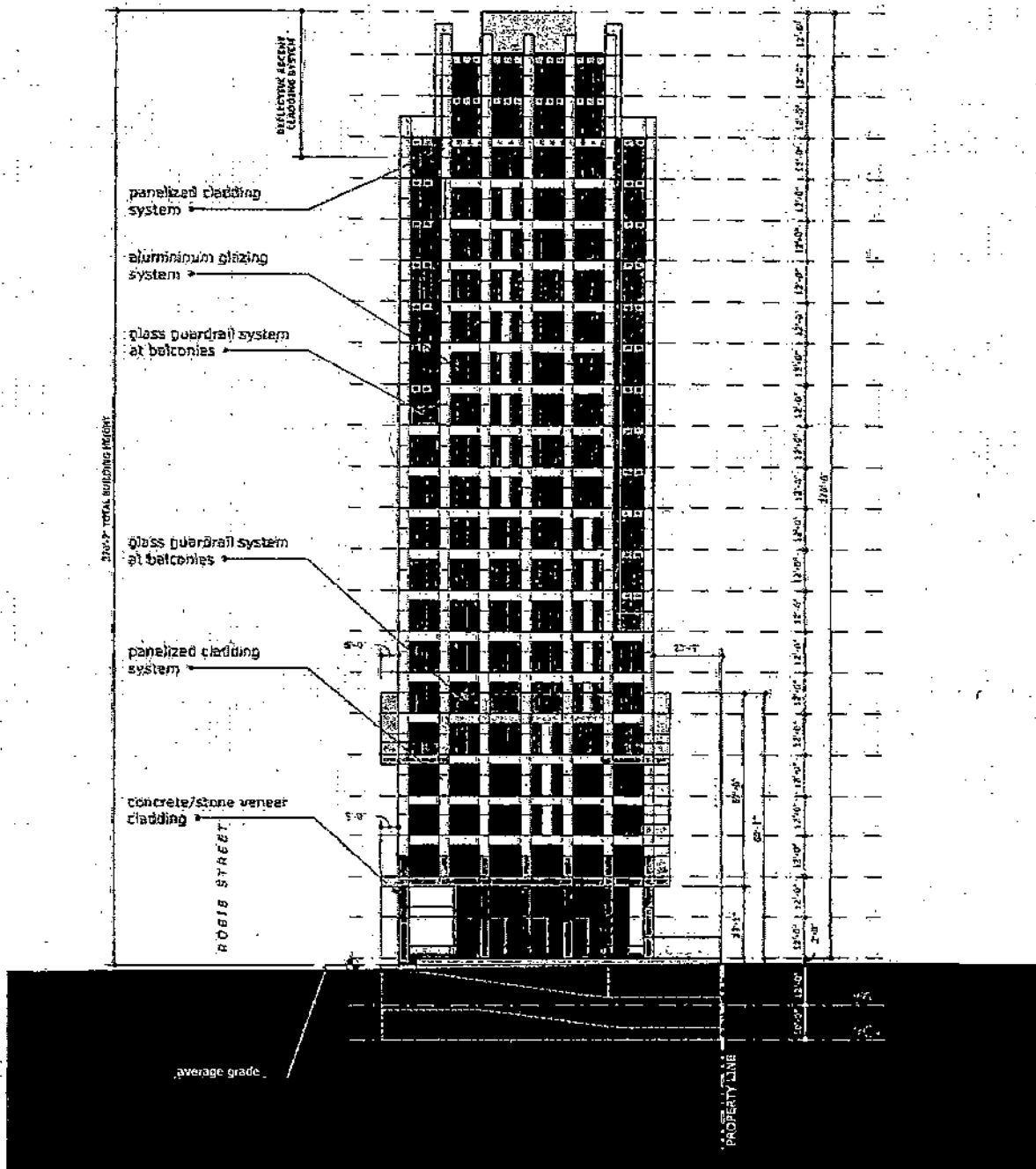
May 31, 2024



WEST ELEVATION (2032-2050 ROBIE STREET)

SCHEDULE D - Western Elevation

May 31, 2021

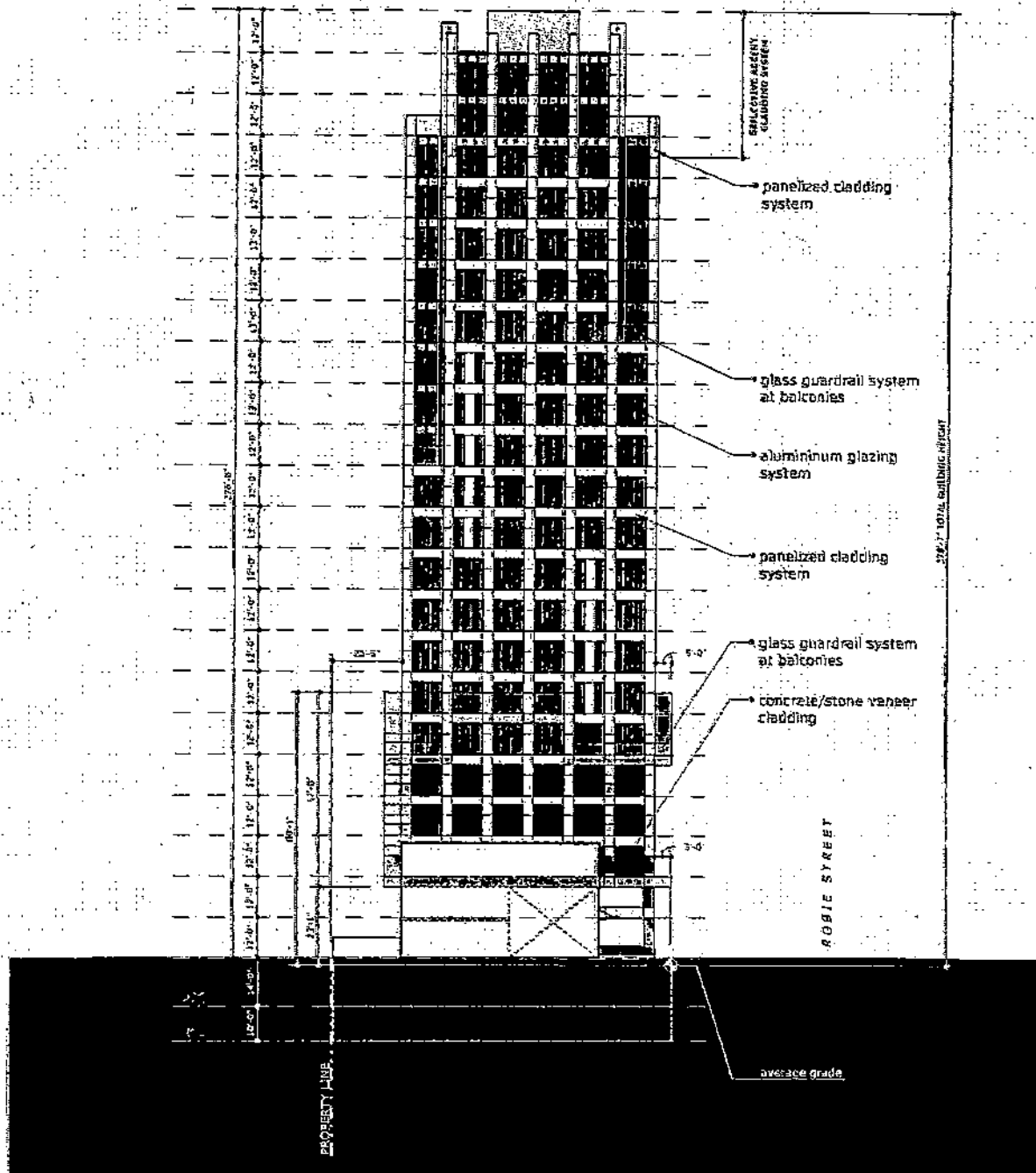


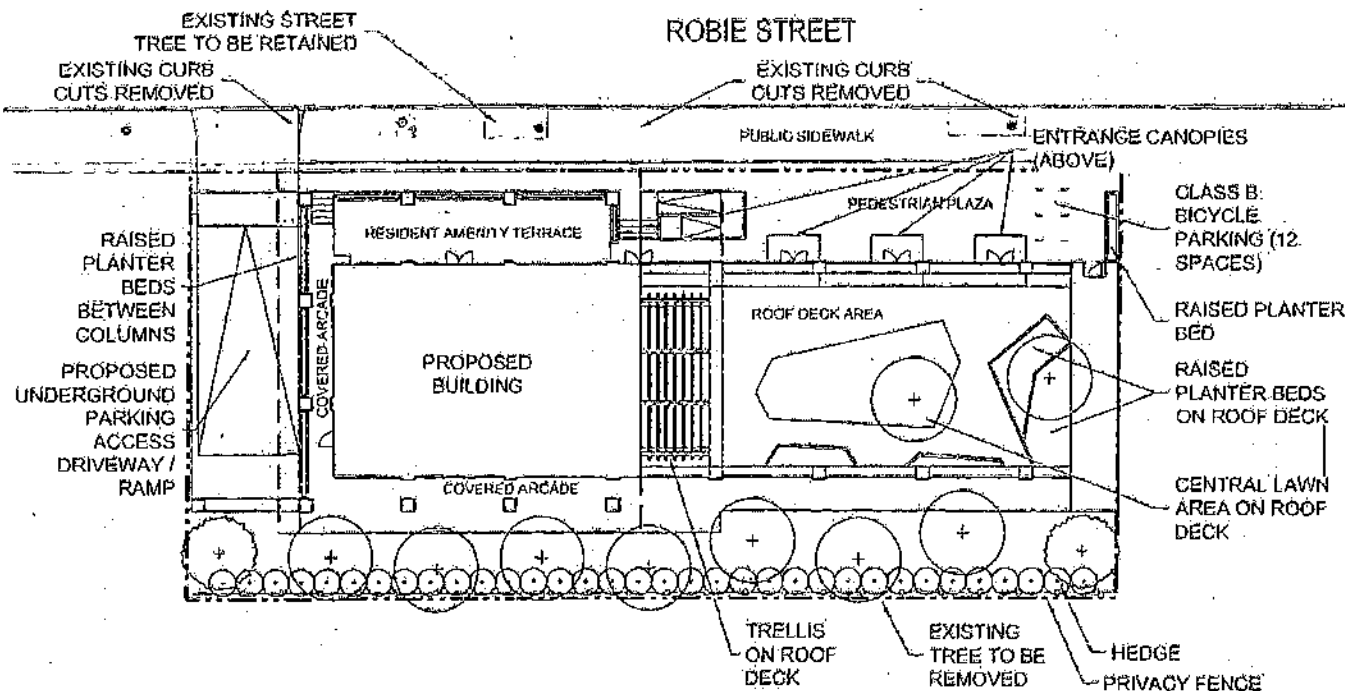
NORTH ELEVATION (2032-2050 ROBIE STREET)

1" = 30'-0" (1:330)
0 10 20 30 40

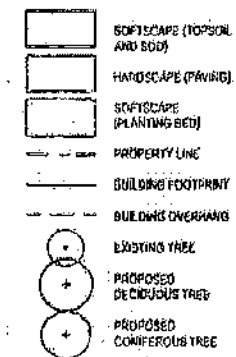
SCHEDULE E - Northern Elevation

May 31, 2021





LEGEND:



NOTE: TREE PROTECTION FOR EXISTING TREES TO BE MAINTAINED TO BE IN ACCORDANCE WITH HRM STANDARD DETAIL FOR TREE PROTECTION ZONE & BARRIER.

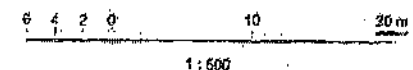


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ARCHITECTURE | 49

SCHEDULE G:
PRELIMINARY LANDSCAPE PLAN
 2032-2050 ROBIE STREET HALIFAX,
 NOVA SCOTIA

SCALE:



DATE: 03-JUN-2021

SP001