

Doc. B6137 / 23966 ✓  
P831

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THIS AGREEMENT MADE THIS 9th DAY OF MAY A.D., 1989

BETWEEN:

ATLANTIC INDUSTRIES LTD., a body corporate of proper registration in the Province of Nova Scotia, hereinafter called the "Developer"

OF THE FIRST PART

-and-

THE MUNICIPALITY OF THE COUNTY OF HALIFAX, a body corporate, hereinafter called the "Municipality"

OF THE SECOND PART

WHEREAS the Developer has good title to lands located on the Oceanview School Road, in Eastern Passage in the County of Halifax, Province of Nova Scotia, which said lands (hereinafter called the "Property") are more particularly described in Schedule "A" of this Agreement;

AND WHEREAS the Developer has requested that he be permitted to construct an addition to the existing building on the Property as generally illustrated by Schedule "B" of this Agreement;

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged), the request to expand the existing use is agreed to by the Municipality, pursuant to Policy P-64 of the MUNICIPAL DEVELOPMENT PLAN FOR EASTERN PASSAGE/COW BAY and Section 3.6(e) of the ZONING BY-LAW FOR EASTERN PASSAGE/COW BAY, and subject to the following terms and conditions:

1. DEFINITIONS

- 1.1 Property means the lands described by Schedule "A" of this Agreement, and referred to as Lot 7A, as generally illustrated by Schedule "B" of this Agreement.
- 1.2 Building means the existing principal structure and the addition permitted by this Agreement on the Property as illustrated by Schedule "B" and Schedule "C" of this Agreement.
- 1.3 All other words shall carry their customary meaning except those defined under Part 2 of the Zoning By-law for Eastern Passage/Cow Bay wherein such words shall carry the meaning defined therein.

2. PERMITTED USES

The use of the Property and the Building is restricted to the manufacturing, sales and storage of pipe products, along with any office use related thereto.

### 3. SETBACK REQUIREMENTS

The Building shall be confined to an area of the Property as illustrated by Schedule "B".

### 4. MAXIMUM HEIGHT OF BUILDING

The maximum height of the Building shall not exceed 21 feet (6.4 metres).

### 5. MAXIMUM FLOOR AREA OF BUILDING

- (a) Unless otherwise provided for herein, the gross floor area of the Building shall not exceed 5,800 square feet (539 m<sup>2</sup>).
- (b) Notwithstanding clause 5(a), a development permit may be issued for additional office space above the ground floor of the Building addition, up to a maximum of 960 square feet (89 m<sup>2</sup>), provided that the parking requirements of the Zoning By-law for Eastern Passage/Cow Bay are met.

### 6. MAXIMUM FLOOR AREA OF ACCESSORY BUILDING

A development permit may be issued for the expansion of the existing warehouse building, for the purposes of relocating an existing employee lunchroom provided that the gross floor area of the warehouse shall not exceed 1,400 square feet (130 m<sup>2</sup>).

### 7. DESIGN AND CONSTRUCTION OF BUILDING

The exterior design of the Building shall be as generally illustrated by Schedule "C", and the said design and construction of the Building shall be in keeping with all applicable regulations as set forth in the NATIONAL BUILDING CODE OF CANADA (1980), including any amendments made thereafter.

### 8. PARKING AND DRIVEWAY AREAS

- (a) It is agreed that all parking, loading and driveway areas on the Property shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.
- (b) All parking spaces as identified by Schedule "B" of this Agreement shall be individually identified by an assigned number or otherwise demarcated, and maintained in a clear and usable condition during normal business hours.

### 9. FENCING REQUIREMENT

The Developer shall maintain in good repair the existing perimeter fence which defines the limits of the Property.

### 10. OUTDOOR STORAGE AND DISPLAY

No outdoor storage or display of any materials, products or machinery shall be permitted within the parking or driveway areas as illustrated by Schedule "B", and any materials or products which are stored above the height of the fence elsewhere on the Property shall be kept in a neat and tidy appearance and stored in a manner so as not to create a hazard or endanger the users of abutting streets and properties.

Lights used for the illumination of the Property shall be located and arranged so as to divert light away from adjacent properties.

Any signs on the Property or Building shall conform to all applicable requirements of Part 5 of the ZONING BY-LAW FOR EASTERN PASSAGE/COW BAY.

13. Upon the signing of this Agreement by the parties, the Municipality may, at the request of the Developer, amend any or all of the stated conditions by a majority vote of Municipal Council.
14. Notwithstanding Clause 13, due to unforeseen circumstances, variances from certain requirements of this Agreement may be granted by the Development Officer, provided that such variance is minor in that it does not violate the intent of this Agreement and it does not result from the intentional disregard of the requirements of this Agreement. A five (5) per cent variance from any requirement may be considered provided that any other necessary approvals are received.
15. Subject to the provisions of this Agreement, the Developer shall be bound by all by-laws and regulations of the Municipality as well as by any applicable statutes and regulations of the Province of Nova Scotia.
16. Upon breach by the Developer of any of the terms or conditions of this Agreement, the Municipality may, after thirty days' notice in writing to the Developer of the breach, enter and perform any of the terms and conditions of the Agreement. It is agreed that all reasonable expenses whether arising out of the entry or from the performance of the terms and conditions may be recovered from the Developers by direct suit and shall form a charge upon the Property.
17. This Agreement shall run with the land and be binding upon the Developer's heirs, assigns, mortgagees, lessees, successors, and occupants of the Property from time to time.

SIGNED, SEALED AND DELIVERED )  
in the presence of )  
 )  
 )  
- Original Signed - )

ATLANTIC INDUSTRIES LIMITED  
- Original Signed -

WARDE N

- Original Signed -

**CLERK**

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situate, lying and being at Elkins Barracks, Eastern Passage in the County of Halifax, Province of Nova Scotia and shown as Lot 7A outlined in red on a plan prepared by Thomas S. Foster, N.S.L.S., and being more particularly described as follows:

BEGINNING at a point on the northwestern boundary of an existing road fifty feet (50') wide;

THENCE running north twenty-seven degrees forty-five minutes west (N 27°45' W) parallel to and perpendicularly distant five feet (5') from the southwestern side of the Eastern Passage Fire Station a distance of two hundred forty-two feet (242') to a point;

THENCE running south sixty-two degrees fifteen minutes west (S 62°15' W) a distance of two hundred seventy feet (270') to a point on the northeastern side of another existing road;

THENCE running south twenty-seven degrees forty-five minutes east (S 27°45' E) along the northeastern boundary of the said other existing road a distance of two hundred forty-two feet (242') or until it intersects the northwestern boundary of the first mentioned existing road;

THENCE running north sixty-two degrees fifteen minutes east (N 62°15' E) along the northwestern boundary of the first mentioned existing road a distance of two hundred seventy feet (270') to the place of beginning.

The above described lot of land containing one and one half (1.5) acres more or less.

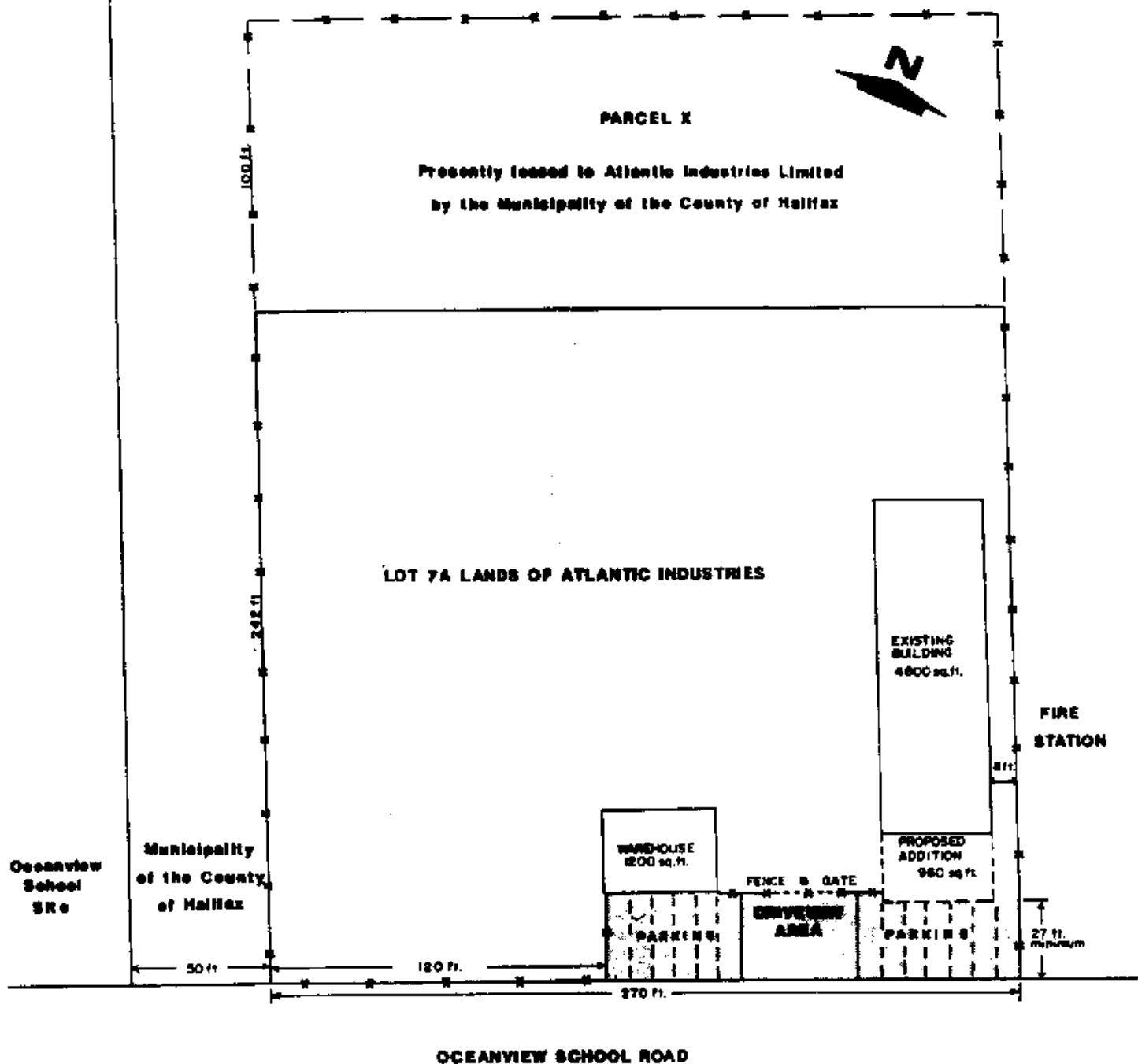
SUBJECT TO prior first Mortgage to The Nova Scotia Trust Company.

- Original Signed -

Province of Nova Scotia  
County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax, in the County of Halifax, N.S. at 3:31 o'clock P. M., on the 10<sup>th</sup> day of December A. D. 19 13 in Book Number 2734 at Pages 266-267  
- Original Signed -

Registrar of Deeds for the Registration District of the County of Halifax



Required Front Yard

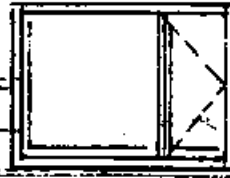


- Original  
Signed -

ROOF SLOPE EXISTING BUILDING 1:12

ROOF SLOPE NEW BUILDING 1:48

METAL SIDING



36" / 36" (TYP)

36" / 15" (TYP)

- Original  
Signed -

FRONT ELEVATION

SCALE 1/4" = 1'-0"

PROVINCE OF NOVA SCOTIA)  
COUNTY OF HALIFAX SS)

ON THIS 9th day of MAY, A.D. 1989, before me, the subscriber, personally came and appeared TIM DONOVAN, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that ATLANTIC INDUSTRIES LTD., one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed by the hands of KENZIE MALPHERSON, its REPRESENTATIVE, the proper officer duly authorized in that behalf and in his presence.

- Original Signed -

A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA  
ROBERT E. COOPER  
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA)  
COUNTY OF HALIFAX SS)

ON THIS 11 day of May, A.D. 1989, before me, the subscriber, personally came and appeared Donald Mackay a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that MUNICIPALITY OF THE COUNTY OF HALIFAX, one of the parties thereto, caused the same to be executed in its name and on its behalf, and its corporate seal to be thereunto affixed by the hands of Stacey, its Municipal Clerk, the proper officer duly authorized in that behalf and in her presence.

- Original Signed -

A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

LOIS SLAUNWHITE  
A Commissioner of the Supreme  
Court of Nova Scotia

Province of Nova Scotia  
County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax in the County of Halifax, N. S., at 10:40 o'clock A. M., on the 15th day of May, A.D., 1989 in Book No. 4736 at Pages 825-831

- Original Signed -

Registrar of Deeds for the  
District of Halifax County