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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: 14329
Submitter's name: Marc LeClair

In the matter of Parcel Identification Number (PID)

PID	41398579
PID	

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

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE	
I certify that this document was registered or recorded as shown here.	
Kim MacKay, Registrar	
114210447	LR ROD
Document #	
March 25 2019	13:58
MM DD YYYY	Time

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

- ☐ Form 24(s)
☐ Form 8A(s)

Additional information (check appropriate boxes, if applicable):

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

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

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

OR

- ☒ No power of attorney applies to this document

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

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

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*): N/A

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*: N/A

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

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	Development Agreement
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)	P.O. Box 1749, Halifax, Nova Scotia B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	N/A

The following recorded interests are to be added and/or removed 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)	
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 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	
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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

I certify that, in my professional opinion, it is appropriate to make the above

THIS AGREEMENT made this 15 day of March, 2019

BETWEEN:

TONY MASKINE,
an individual, 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 651 Portland Hills Drive, Dartmouth and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the former Harbour East Community Council approved an application to enter into a development agreement on July 6, 2000 (Municipal Case Number 00251) to allow a multi-phased mixed-use development on a portion of the Lands to the north of Bell Run and which said Development Agreement was registered on August 16, 2000 at the Registry of Deeds in Halifax as Document Number 26019, Book 6615, Pages 657-695 (hereinafter called the "Original Agreement"), and which applies to the Lands;

AND WHEREAS the former Harbour East Community Council approved an application to amend the Original Agreement on February 5, 2004 (Municipal Case Number 00554) to increase the area of land from 93 acres to 131 acres, increase the total number of apartment units, and to permit modifications to the phasing plans, and which said Amending Agreement was registered on March 12, 2004 at the Registry of Deeds in Halifax as Document Number 10022, Book 7633, Page 384-390 (hereinafter called the "First Amending Agreement"), and which applies to the Lands;

AND WHEREAS the former Harbour East Community Council approved an application to further amend the Original Agreement on May 6, 2010 (Municipal Case Number 15925) to allow two pylon signs in the vicinity of the intersection of Portland Street and Portland Hills Drive, and which said Amending Agreement was registered on August 5, 2010 at the Land Registration Office in Halifax as Document Number 96513982 (hereinafter called the "Second Amending Agreement"), and which applies to the Lands;

AND WHEREAS the former Harbour East Community Council approved an application to further amend the Original Agreement on June 14, 2012 (Municipal Case Number 17688) to allow for Eating Establishments with Accessory Lounge areas within the commercial areas, and which said Amending Agreement was registered on September 24, 2012 at the Land Registration Office in Halifax as Document Number 101594373 (hereinafter called the "Third Amending Agreement"), and which applies to the Lands;

AND WHEREAS the Developer has been granted an Easement over the HRM parcel that contains the Halifax Transit driveway accessed at Portland Hills Drive to provide access to a portion of the Lands, and which Grant of Easement was registered on May 11, 2006 at the Land Registration Office in Halifax as Document Number 85056878, and which applies to the Lands;

AND WHEREAS the Developer has requested that the Municipality enter into a new 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 H-3A, H-3B, ML-18(b), ML-18(c) and ML-19(e) of the Dartmouth Municipal Planning Strategy and Sections 1 and 3(Part 27) of the Dartmouth Land Use By-law;

AND WHEREAS at the same meeting the Municipality approved the discharge of the Existing Agreement, First Amending Agreement, Second Amending Agreement and Third Amending Agreement, as they apply to 651 Portland Hills Drive, and which Discharging Agreement was filed in the Land Registry Office as Document Number 113959879, and said discharge to take effect upon the Registration of this new Agreement;

AND WHEREAS the Harbour East Marine Drive Community Council for the Municipality approved this request at a meeting held on October 4, 2018 referenced as Municipal Case Number 20573;

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

Original Signed

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 Dartmouth 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 for Dartmouth 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 for Dartmouth 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 Land Use By-law for Dartmouth and the Regional 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; and
- (b) "Outdoor Storage" means the keeping of goods, materials or equipment in a location on the Lands not enclosed by walls and a roof.

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 20573:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Level 100 (Ground Floor)
Schedule D	Level 500 (5 th Floor)
Schedule E	South Elevation
Schedule F	East Elevation
Schedule G	North Elevation
Schedule H	West Elevation

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 of this Agreement; and
 - (b) A Site Disturbance Plan, Erosion and Sedimentation Control Plan: and Site Grading and Stormwater Management Plan prepared by a Professional Engineer and acceptable to the Development Engineer in accordance with Section 5.1 of this Agreement.
- 3.2.2 Prior to the 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.
- 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 Dartmouth Land Use By-law (except to the extent that the provisions of the Land Use By-law for Dartmouth 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 use(s) of the Lands permitted by this Agreement are the following:

- (a) Multiple unit building use;
- (b) Common amenity space;
- (c) Commercial use on the ground floor;
- (d) Underground and surface parking; and
- (e) Uses accessory to any of the foregoing uses.

3.4 Detailed Provisions for Land Use

- 3.4.1 Ground floor uses of the multiple unit building accessed by way of Portland Hills Drive parking lot shall be limited to retail commercial uses and shall include a residential entrance lobby.
- 3.4.2 Ground floor uses of the multiple unit building accessed by way of the Halifax Transit driveway shall be permitted to be either residential or commercial use. Commercial uses permitted shall be as permitted by the C-1 Zone of the Dartmouth Land Use By-law with the exception of restaurant uses.
- 3.4.3 The floors above the ground floor shall include residential use, indoor and outdoor amenity space at Level 500 (5th Floor) and residential accessory uses only.
- 3.4.4 A minimum of 697 square metres (7500 square feet) of commercial space shall be provided on the ground floor of the multiple unit building.
- 3.4.5 A minimum of 95 square metres (1022 square feet) of common Indoor Amenity Space shall be provided at the 5th Floor of the multiple unit building.
- 3.4.6 A minimum of 55 square metres (592 square feet) of common Outdoor Amenity Space shall be provided at the 5th Floor of the multiple unit building.
- 3.4.7 A minimum of 68 parking spaces shall be provided in the below grade parking of the multiple unit building.
- 3.4.8 A minimum of 55 surface parking spaces shall be provided as generally shown on Schedule B of this Agreement.
- 3.4.9 A maximum of 75 residential dwelling units shall be permitted within the multiple unit building. A minimum 50% of the residential dwelling units shall be 2 bedroom units with dens.
- 3.4.10 The Developer agrees to ensure the easement over the abutting Halifax Transit driveway off Portland Hills Drive is fulfilled as per the written agreements and kept in place to provide access to the Development on the Lands.

3.5 Architectural Requirements

- 3.5.1 The building's height, massing, exterior design and materials shall be as shown on the Schedules E through H. Minor changes to the design, form, and exterior materials of the buildings shall be permitted if, in the opinion of the Development Officer, such changes are generally consistent with the Building Elevations included with this Agreement as Schedules E to H.

- 3.5.2 The facades of the multiple unit building facing 639 and 635 Portland Hills Drive, 866 and 675 Portland Hills Drive and 850 Portland Street shall be designed and detailed as the Portland Hills Drive primary façade as shown on Schedule E.
- 3.5.3 The buildings shall be set back from property lines as shown on Schedule B of this Agreement. The property line setbacks may be increased provided the overall massing of the building is generally consistent with Schedule B of this Agreement, subject to detailed review by the Development Officer to ensure compliance with all relevant building codes and by-laws.
- 3.5.4 All guard railings associated with balconies and terraces from the 2nd to 7th Floors of the multiple-unit building shall be made of metal framing with transparent material.
- 3.5.5 Large expanses of blank walls that deteriorate the scale of the pedestrian environment shall not be permitted. The scale of large walls shall be tempered by details in the proposed cladding creating texture, wall patterns and colour/tonal change as identified on the Schedules. The landscape plan may provide for textured plantings and treillage and distinctive landscape features in front of the façades.
- 3.5.6 Exterior building materials shall not include vinyl siding but may include any one or more of the following:
- clay masonry;
 - non-combustible cladding;
 - glass curtain wall with clear or hard coated glass;
 - aluminium mullions;
 - cut stone masonry;
 - random stone masonry; or
 - acceptable equivalent in the opinion of the Development Officer.
- 3.5.7 Any exposed foundation in excess of 0.3 metre (1 foot) in height shall be architecturally detailed, veneered with stone or brick, screened by landscaping, or treated in an equivalent manner acceptable to the Development Officer.
- 3.5.8 Fixed or retractable awnings or canopies are permitted at ground floor levels provided the awnings or canopies are designed as an integral part of the building façade and subject to the requirements of any other applicable by-law, statute or regulation.
- 3.5.9 The size and location of windows and doors shall be as generally shown on Schedules E through H.
- 3.5.10 The Development Officer may allow minor revisions to size, location and placement of doors and windows, as well as balconies on the outside façade of the buildings, as long as it meets the intent of the design.

3.6 Amenity Space and Landscaping

- 3.6.1 The multiple unit building shall include an area of common Indoor Amenity Space having a minimum area of 95 square metres (1022 square feet) at the 5th Floor.
- 3.6.2 A minimum of 55 square metres (592 square feet) of common outdoor amenity space shall be provided at the 5th Floor level of the multiple unit building as shown on Schedule D of this Agreement.
- 3.6.3 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 to 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.

- 3.6.4 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 3.6.3, and shall describe their design, construction, specifications, hard surface areas, materials and placement.
- 3.6.5 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.
- 3.6.6 Notwithstanding Section 3.6.5 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.

3.7 Signs

3.7.1 Signage shall be limited to the following:

- (a) The existing ground sign, located northwest of the existing vehicular access to the site, shall be the only ground sign permitted on the Lands;
- (b) Notwithstanding 3.7.1 (a), the Development Officer, in consultation with the Development Engineer, shall permit the existing ground sign be relocated on the Lands provided that the Development Officer is satisfied of compliance with any locational requirements of the Dartmouth Land Use By-law;
- (c) Signage shall be limited to one (1) per store with the exception that those commercial uses occupying corner spaces shall be permitted a sign at each façade for a total of two (2) signs;
- (d) Signage shall be generally located at the top of each business façade; and
- (e) No temporary signage shall be permitted.

3.8 Building and Site Lighting

3.8.1 Outdoor lighting shall be directed to driveways, parking areas, loading areas and building entrances and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.

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 match the colour of the adjacent surface, except where used expressly as an accent.

- 3.9.2 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Portland Hills Drive or adjacent 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.

3.10 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 Reinstatement

- 3.11.1 All disturbed areas shall be reinstated to original condition or better.

3.12 Outdoor Storage

- 3.12.1 No outdoor storage shall be permitted on the Lands with the exception of products, materials and vehicles during the time of construction.

3.13 Deliveries and Solid Waste Collection

- 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 The hours specified under this section shall apply seven (7) days a week.

3.14 Bicycle Facilities

- 3.14.1 The Developer shall provide bicycle parking pursuant to the Dartmouth Land Use By-law.

3.15 Construction/Sales Structure

- 3.15.1 A temporary structure 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 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 Officer in consultation with the Development Engineer.

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 Refuse containers and waste compactors shall be confined to the loading areas of each building, and shall be screened from public view where necessary by means of opaque fencing or masonry walls with suitable landscaping.
- 4.3.2 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street or sidewalk. Further, consideration shall be given to locating of all refuse and recycling material to ensure minimal affect on abutting property owners by means of opaque fencing or masonry walls with suitable landscaping.

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:
- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
 - (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment. Notwithstanding other sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and
 - (c) Submit to the Development Officer a detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer.
- 5.1.2 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

5.2 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: VARIANCES AND 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) Minor changes to the exterior materials as specified in Schedules E through H;
 - (b) Changes to the signage requirements as detailed in Section 3.7 or which, in the opinion of the Development Officer, do not conform to Schedules E and H;
 - (c) Changes to the functional elements requirements as detailed in Section 3.9 or which in the opinion of the Development Officer do not conform to Schedules E through H;
 - (d) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this agreement; and
 - (e) The length of time for the completion of the development specified in Section 7.4 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*.

6.3 Variances

- 6.3.1 The variance provisions of the *Halifax Regional Municipality Charter* shall not apply to this Agreement.

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 four (4) 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 construction 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, 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 and Discharge of Agreement

- 7.4.1 Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement; or
 - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Dartmouth Municipal Planning Strategy and Dartmouth Land Use By-law, as may be amended from time to time.
- 7.4.2 If the Developer fails to complete the development after six (6) years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
 - (b) negotiate a new Agreement; or
 - (c) discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

T. MARC LeCLAIR
A Barrister of the Supreme
Court of Nova Scotia

TONY MASKINE

Original Signed

Per: _____

Name:
Position:

SIGNED, 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

Per: _____
MAYOR

Mike Savage

Original Signed

Pe

Kevin Arjoon

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 2 day of March, A.D. 2019, before me, the subscriber personally came and appeared Original Signed a subscribing witness who having been by me duly sworn, made oath and said that TONY M and delivered the same in his/her presence. Original Signed ally came iture who ed, sealed

A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

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

On this 15 day of March, A.D. 2019, before me, the subscriber personally came and appeared Original Signed 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

ne Court
of NOVA Scotia

KRISTA VINING
A Commissioner of the
Supreme Court of Nova Scotia

Schedule "A"

Registration County: HALIFAX COUNTY
Street/Place Name: PORTLAND HILLS DRIVE /DARTMOUTH
Title of Plan: PLAN OF SURVEY OF LOT PH913C-1A & LOT PH913C-1B, A SUBDIVISION OF LOT PH913C-1,
LANDS OF TONY MASKINE (TRUSTEES)
Designation of Parcel on Plan: LOT PH913C-1A
Registration Number of Plan: 104678660
Registration Date of Plan: 2014-02-27 10:21:41

Together with an easement/right-of-way for the purpose of ingress and egress from Portland Hills Drive over Parcel SE-14B, a portion of Lot PH911C-1, and being more particularly described in a Deed filed at the Halifax County Land Registration Office as Document No. 83264771 and also contained in a Request By Owner for Rectification filed as Document No. 84754432.

Also together with an easement/right-of-way for the purpose of ingress and egress from Portland Hills Drive over Parcel SE-14A, a portion of Lot PH911C-1, and being more particularly described in a Grant of Easement filed at the Halifax County Land Registration Office as Document No. 85056878.

Subject to restrictive covenants contained in a Deed filed at the Halifax County Registry of Deeds as Document No. 34364, in Book 7126, at Page 1252.

Subject also to restrictive covenants contained in a Deed filed at the Halifax County Registry of Deeds as Document 75410135, in Book 7678 at Page 823.

Subject also to an easement in favour of Parcel SE-14 for the purpose of ingress and egress from Portland Hills Drive and being more particular described in a Deed filed at the Halifax County Land Registration Office as Document No. 85000488.

Subject also to a service utility easement in favour of Nova Scotia Power Inc. and being more particularly described in an Agreement filed at the Halifax County Registry of Deeds as Document No. 12086, in Book 7000 at Page 579.

Subject also to the terms of a Development Agreement in favour of Halifax Regional Municipality and filed at the Halifax County Registry of Deeds as Document No. 26019, in Book 6615 at Page 657 which Agreement has been amended by an Amendment recorded as Document No. 10022, in Book 7633, at Page 384, and further amended by Agreements filed as Document No. 96513982 and Document No. 101594373.

Subject to an easement in favour of Halifax Regional Municipality and being more particularly described in an Easement Agreement filed at the Halifax County Land Registration Office as Document No. 103744463.

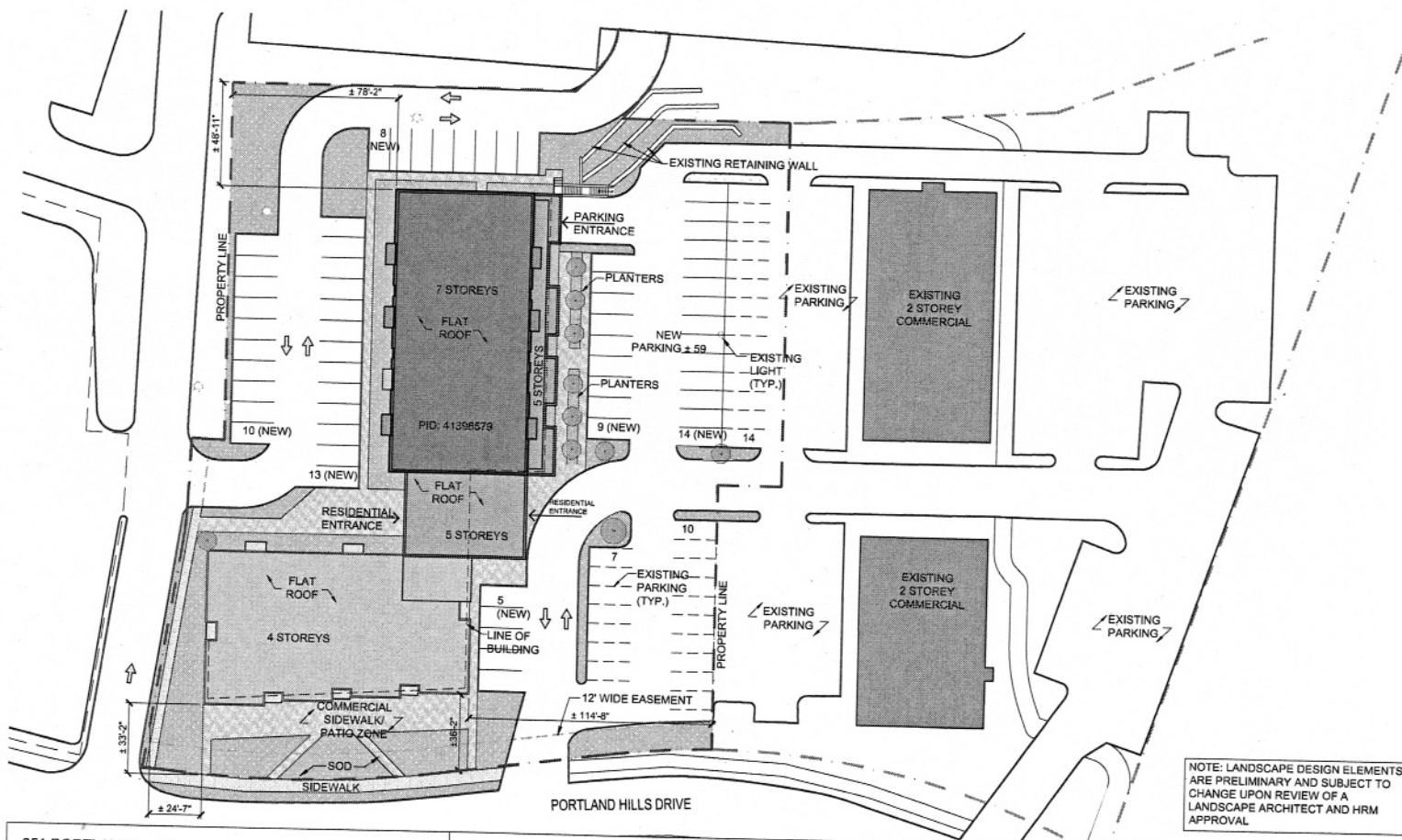
Subject also to an easement/right-of-way for the purpose of ingress and egress from Portland Hills Drive in favour of Parcel SE-14B, a portion of Lot PH911C-1, and being more particularly described in a Deed filed at the Halifax County Land Registration Office as Document No. 83264771 and also contained in a Request By Owner for Rectification filed as Document No. 84754432.

Subject also to restrictive covenants contained in a Deed filed at the Halifax County Land Registration Office as Document No. 85000488.

Subject also to a service utility easement in favour of the Halifax Regional Water Commission and filed at the Halifax County Land Registration Office as Document No. 97521471.

Subject also to a service easement/right of way in favour of Lot PH911C-1 and being more particularly described in a Deed filed at the Halifax County Land Registration Office as Document No. 103744414.

Subject also to an easement/right-of-way for the purpose of access and service in favour of Lot PH913C-1B and being more particularly described in an Easement Agreement filed at the Halifax County Land Registration Office as Document No. 104933297.



651 PORTLAND HILLS
DARTMOUTH, NS

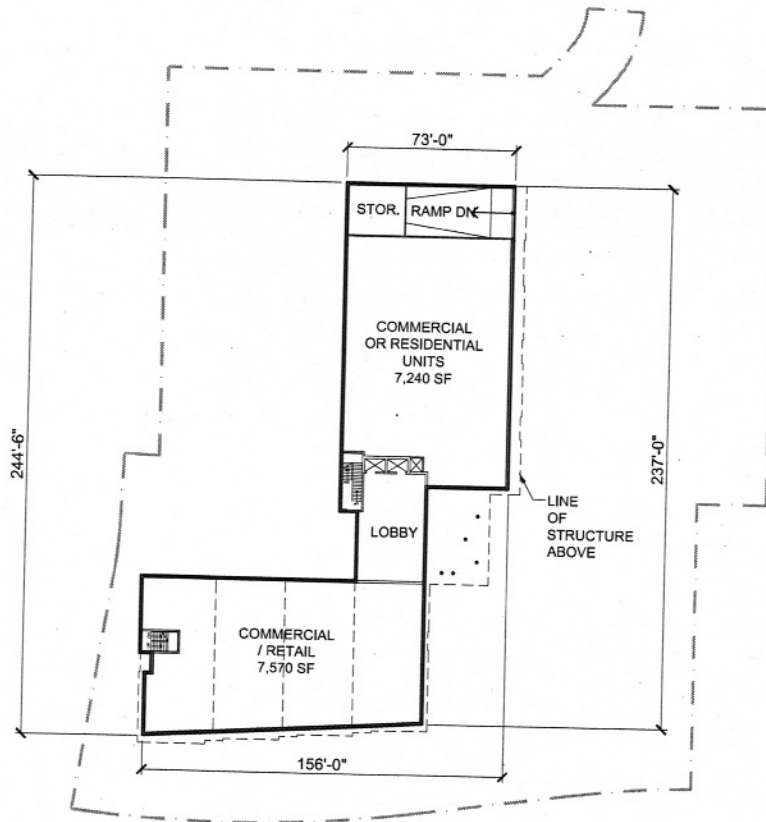
SCHEDULE B
SITE PLAN

Project No.: 2015.01
Scale: 1" = 40'-0"
Date: 14 May 2018



WM FARES
ARCHITECTS

SDP



PORTLAND HILLS
DARTMOUTH, NS

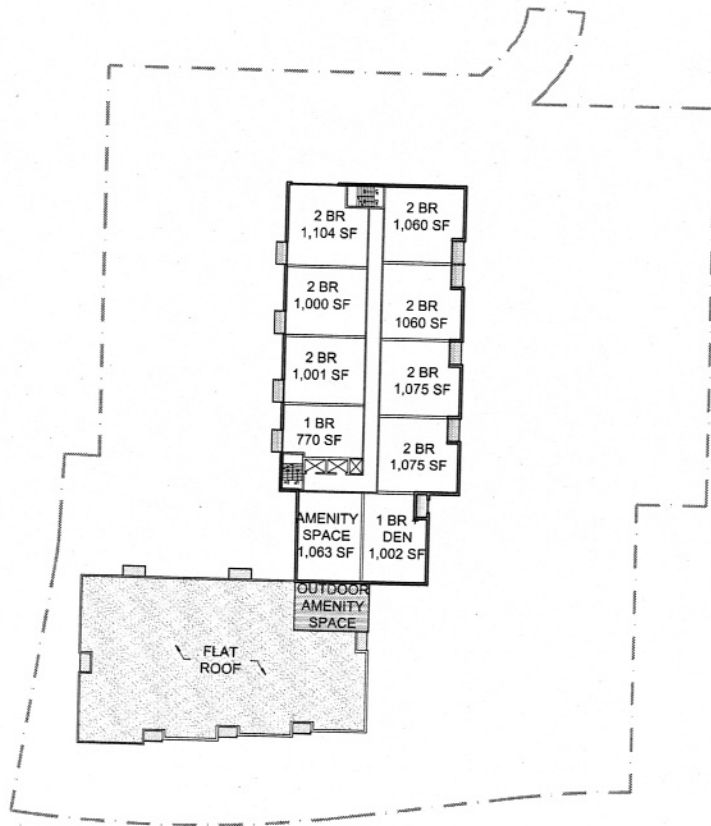
SCHEDULE C
LEVEL 100 (Ground Floor)

Project No.: 2016.01
Scale: 1" = 40'-0"
Date: 14 May 2018



WM FARES
ARCHITECTS

A02



PORTLAND HILLS
DARTMOUTH, NS

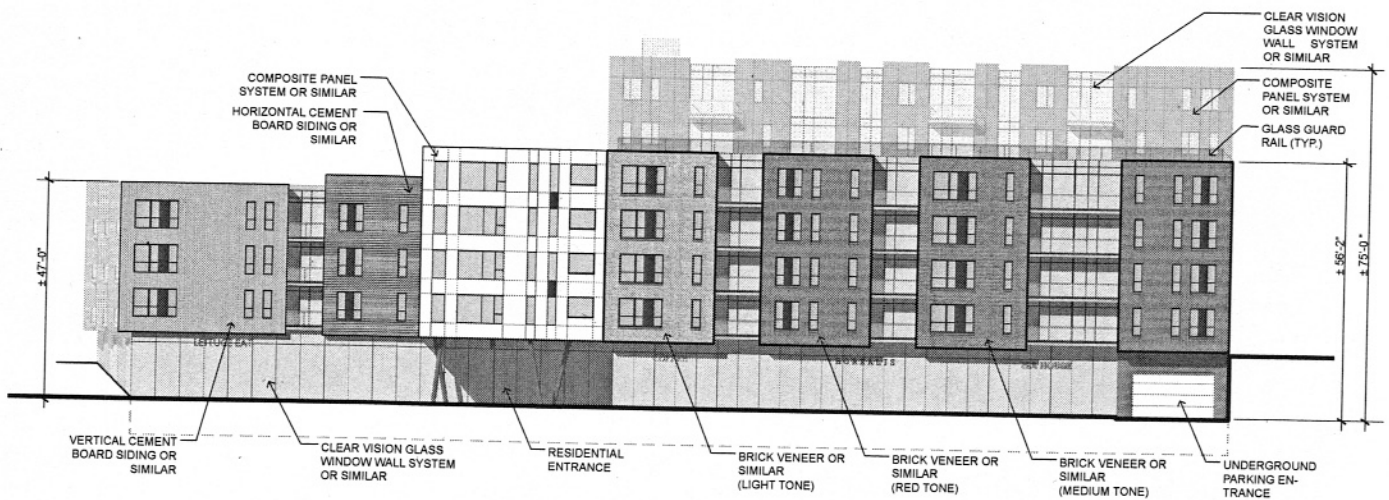
SCHEDULE D
LEVEL 500 (5th Floor)

Project No.: 2016.01
Scale: 1" = 40'-0"
Date: 25 Jul 2018



WM FARES
ARCHITECTS

A05



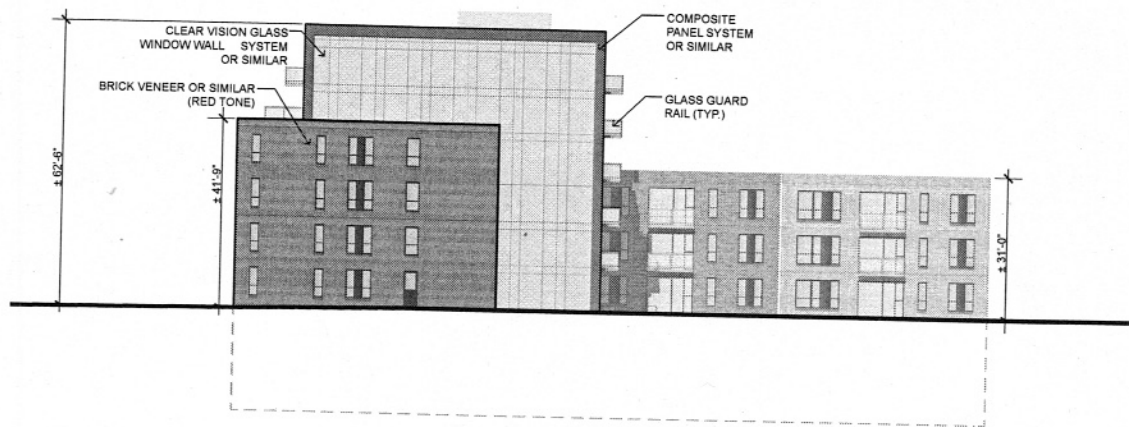
651 PORTLAND HILLS
DARTMOUTH, NS

SCHEDULE E
SOUTH ELEVATION

Project No.: 2016.01
Scale: 1" = 20'-0"
Date: 14 May 2018

WM FARES
ARCHITECTS

A07



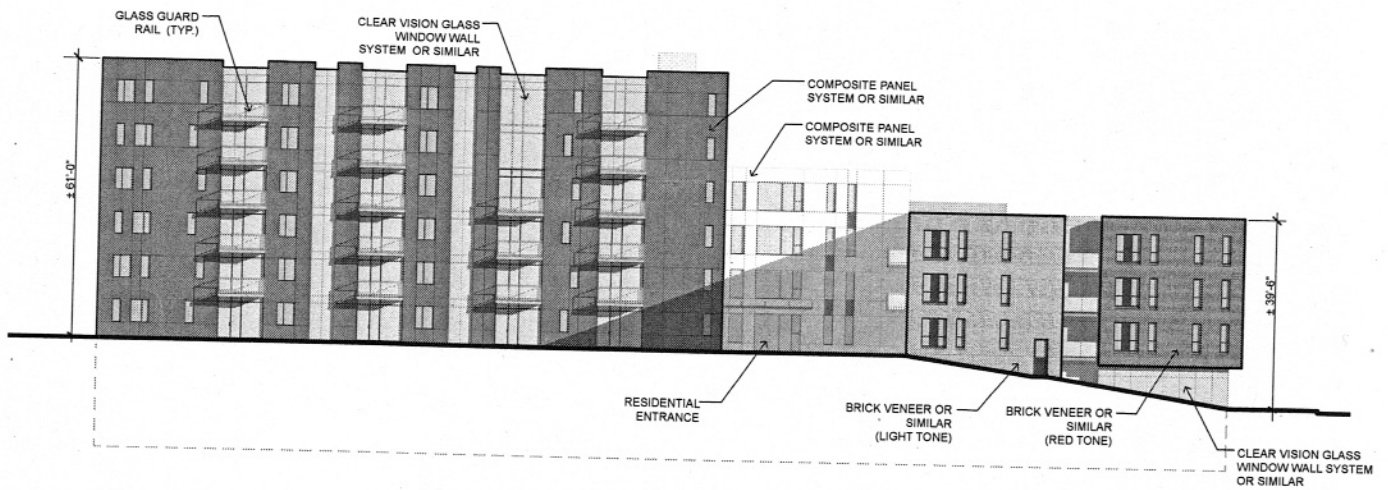
651 PORTLAND HILLS
DARTMOUTH, NS

SCHEDULE F
EAST ELEVATION

Project No.: 2016.01
Scale: 1" = 20'-0"
Date: 14 May 2018

WM FARES
ARCHITECTS

A08



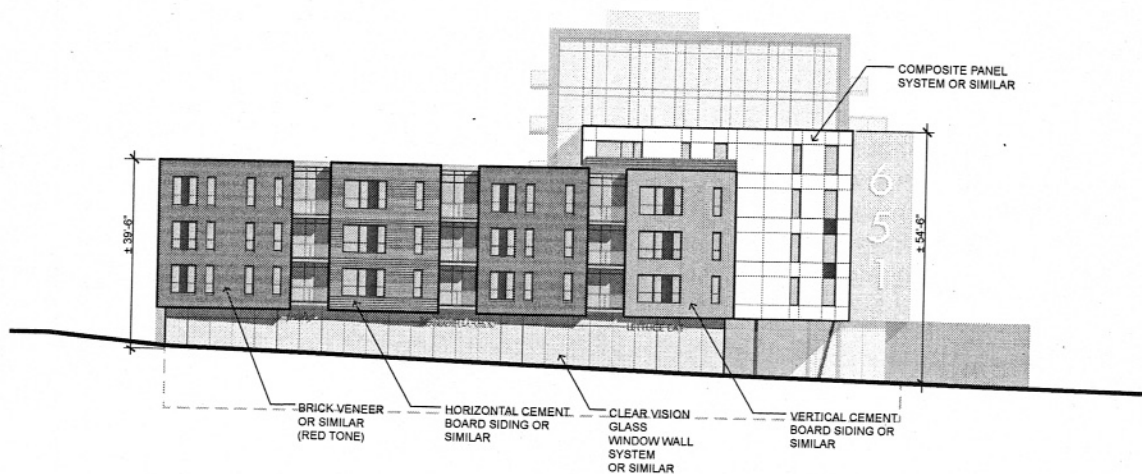
651 PORTLAND HILLS
DARTMOUTH, NS

SCHEDULE G
NORTH ELEVATION

Project No.: 2016.01
Scale: 1" = 20'-0"
Date: 14 May 2018

WM FARES
ARCHITECTS

A09



651 PORTLAND HILLS
DARTMOUTH, NS

SCHEDULE H
WEST ELEVATION

Project No.: 2016.01
Scale: 1" = 20'-0"
Date: 14 May 2018

WM FARES
ARCHITECTS

A10

TONY MASKINE

an individual, in the Province of Nova Scotia
(hereinafter collectively called the "Developers")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY

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

OF THE THIRD PART

DEVELOPMENT AGREEMENT

RETURN TO:
HRM Development Approvals
40 Alderney Drive, 2nd Floor
Dartmouth, NS B2Y 2N5

Original Signed

MAINTAINED (LR
SCANNED
QC