P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

Non-Substantive Amendment to a Development Agreement

TO: Development Officer

DATE: January 4, 2023

SUBJECT: **Case #24603: Non-Substantive Amendment to a Development Agreement for an Open Space Design Development near Charleswood Drive and Cumberland Way, Windsor Junction**

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter (HRM Charter), Part VIII, Planning & Development.

Adoption or amendment of development agreement by policy 245
(3A) Notwithstanding subsections (1) to (3), a development officer may approve non-substantive amendments to a development agreement without holding a public hearing.
(3B) Subsection (3A) does not apply where amendments to a development agreement are a combination of substantive and non-substantive amendments.

RECOMMENDATION

It is recommended that the Development Officer:

1. Approve the proposed amending development agreement, which shall be substantially of the same form as set out in Attachment A of this report.

BACKGROUND

Application from Clayton Developments Limited on behalf of Pine Ridge Mews Limited is applying for a non-substantive amendment to an existing development agreement (Case 22143) off Charleswood Drive, Windsor Junction, to extend the commencement of development date by five years to accommodate impacts from construction material supply chain challenges, contractor and labour shortages, and high interest rates.

Subject Site	PIDs 00510560, 40699837, 40092009 & 41470295
Location	Lands located to the north and west of Cumberland Way and Charleswood Drive, Windsor Junction
Regional Plan Designation	Rural Commuter (RC)
Community Plan Designation (Map 1)	Residential under River-lakes Secondary Planning Strategy (SPS) within the Planning Districts 14 and 17 Municipal Planning Strategy (MPS);
Zoning (Map 2)	Residential 1a (R-1a) under Planning Districts 14 and 17 Land Use By-law (LUB)
Size of Site	54.16 hectares (134.1 acres)

Street Frontage	Frontage along Charleswood Drive and Cumberland Way
Current Land Use(s)	Undeveloped wooded area with wetlands and informal trails
Surrounding Use(s)	Existing single unit residential developments known as the Charleswood and Capilano subdivisions

Existing Development Agreement
On November 9th, 2020, North West Community Council approved a development agreement to develop a classic form of Open Space Design residential development (Map 3). The proposal is for 176 dwelling units with municipal water service and shared on-site sewage treatment facilities. Features of the proposed development include:

- 84 townhouse units;
- 92 single unit dwellings;
- extensions of the public roads Cumberland Way and Charleswood Drive;
- common shared private driveways accessing public roads;
- each development block will be under single ownership and/or a condominium corporation;
- on-site sewage treatment consisting of eight private advanced treatment units and septic tanks in conjunction with the septic fields;
- 60% of the land will be retained as common open space for conservation and private passive recreation; and
- private common amenity area that may include storage units and gathering spaces.

Enabling Policy and LUB Context
The existing development agreement is located on Residential Opportunity Site D which allows the consideration of an Open Space Design Development (known now as Conservation Design Development) and a townhouse development under Policies P-155 of the Planning Districts 14 & 17 MPS and Policies RL-15, 22, 23 & 25 of the River-Lakes Secondary Planning Strategy (SPS). These policies allow residential densities up to 2 units per acre. Therefore, the subject property will ultimately support a maximum of 176 units in the form of single unit dwellings and / or townhouses under the existing development agreement.

DISCUSSION

Staff have reviewed the proposal relative to all relevant policies and advise that it is consistent with the intent of the Planning Districts 14 & 17 MPS, the River-Lakes Secondary Planning Strategy, and the Regional Plan. Attachment C provides an evaluation of the request in relation to the relevant MPS and Regional Plan policies.

Proposed Non-substantive Amendment to the Development Agreement
Attachment A contains the proposed non-substantive amendment for the subject site.

The proposed change relates to the dates for the commencement and completion of the development. No other aspects of the development agreement are proposed to be changed at this time. The proposed change would allow for an additional 5 (five) years for commencement and completion of development. Presently, commencement of development must occur by March 31st, 2024, which is defined by the issuance of the first occupancy permit. This request would allow an additional 5 (five) years to the date of registration of the Amending Agreement which would likely occur in February of 2023. This proposed time extension is enabled through Section 6.1 of the existing development agreement.

Community Engagement

The community engagement process is consistent with the intent of the HRM Community Engagement Strategy. The level of engagement was information sharing, achieved through providing information and seeking comments through the HRM website and signage posted on the subject site. A public information

meeting and public hearing are not required for a non-substantive amendment to a development agreement. Planning staff have not received any public comments on this application.

During the application for the original agreement, community engagement included consultation with the public through the HRM website, signage posted on the subject site, letters mailed to property owners within the notification area, and Public Information Meetings held on June 7th, 2007, and October 16th, 2013.

Conclusion
Staff have reviewed the proposal in terms of all relevant policy criteria and advise that the proposal is reasonably consistent with the intent of the MPS. The Open Space Design Development was enabled under the 2006 Regional Plan, and policy G-20 of the Regional Plan allows non-substantive amendments for Conservation Design Development to be considered under the policy in effect at the time the development agreement was approved.

ATTACHMENTS

Map 1: Generalized Future Land Use Map
Map 2: Zoning Map
Map 3: Open Space Design Development Site Plan

Attachment A: Proposed Amending Development Agreement
Attachment B: Applicant Request
Attachment C: Review of Relevant MPS and Regional Plan Policies
Attachment D: Relevant Sections and Schedules of the Existing Development Agreement

---

Report Prepared by: Alyson Dobrota, Planner II, 782-640-6189

Development Officers Decision

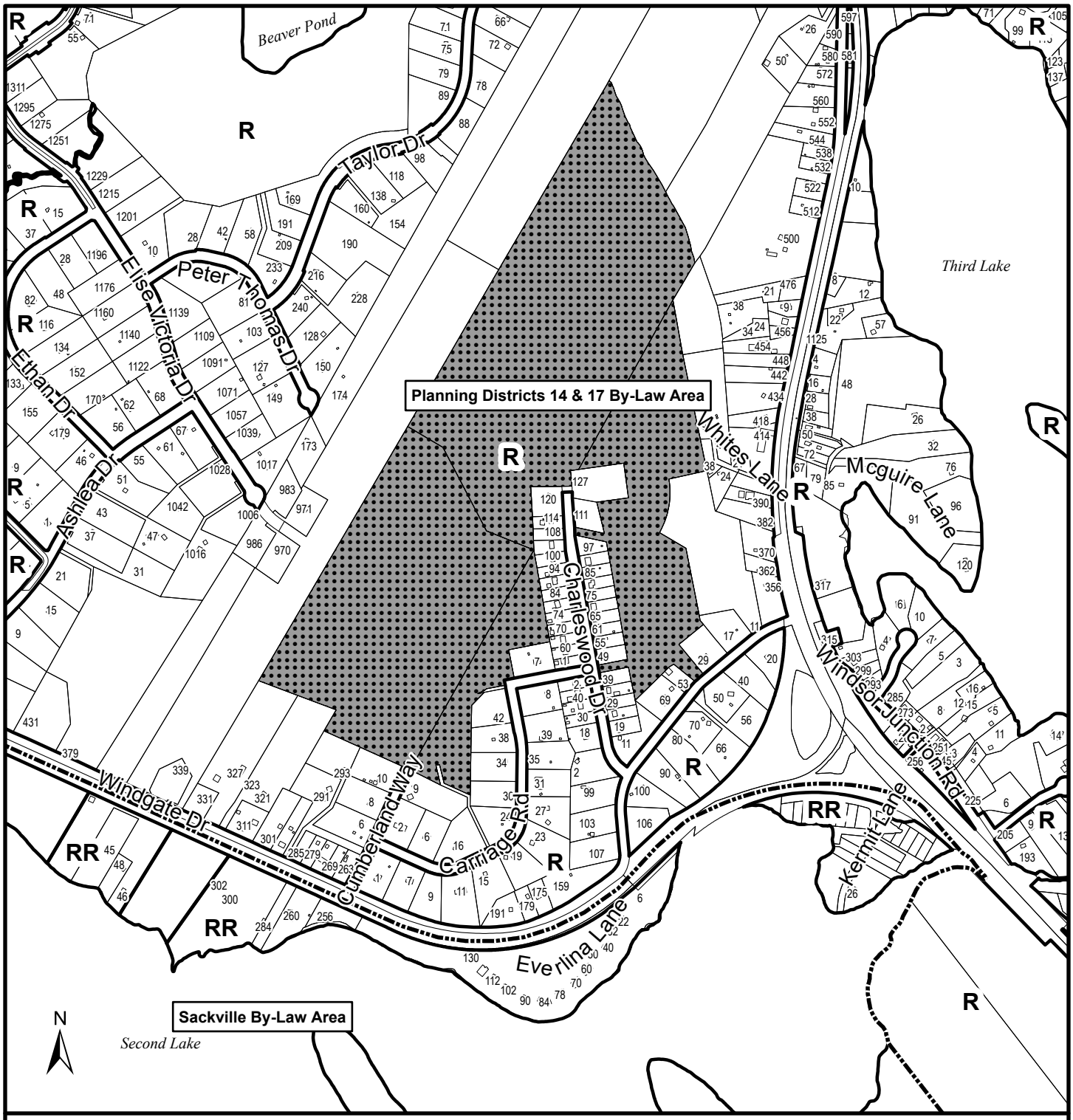
HALIFAX REGIONAL MUNICIPALITY
Non-Substantive Development Agreement
Is **APPROVED** for

Details: Time extension, as detailed above.

Date: January 4, 2023

Original Signed

approved by Development Officer
Peter Nightingale



Map 1 - Generalized Future Land Use

Cumberland Way and Charleswood Drive,
Windsor Junction

HALIFAX

Subject Property

Designation

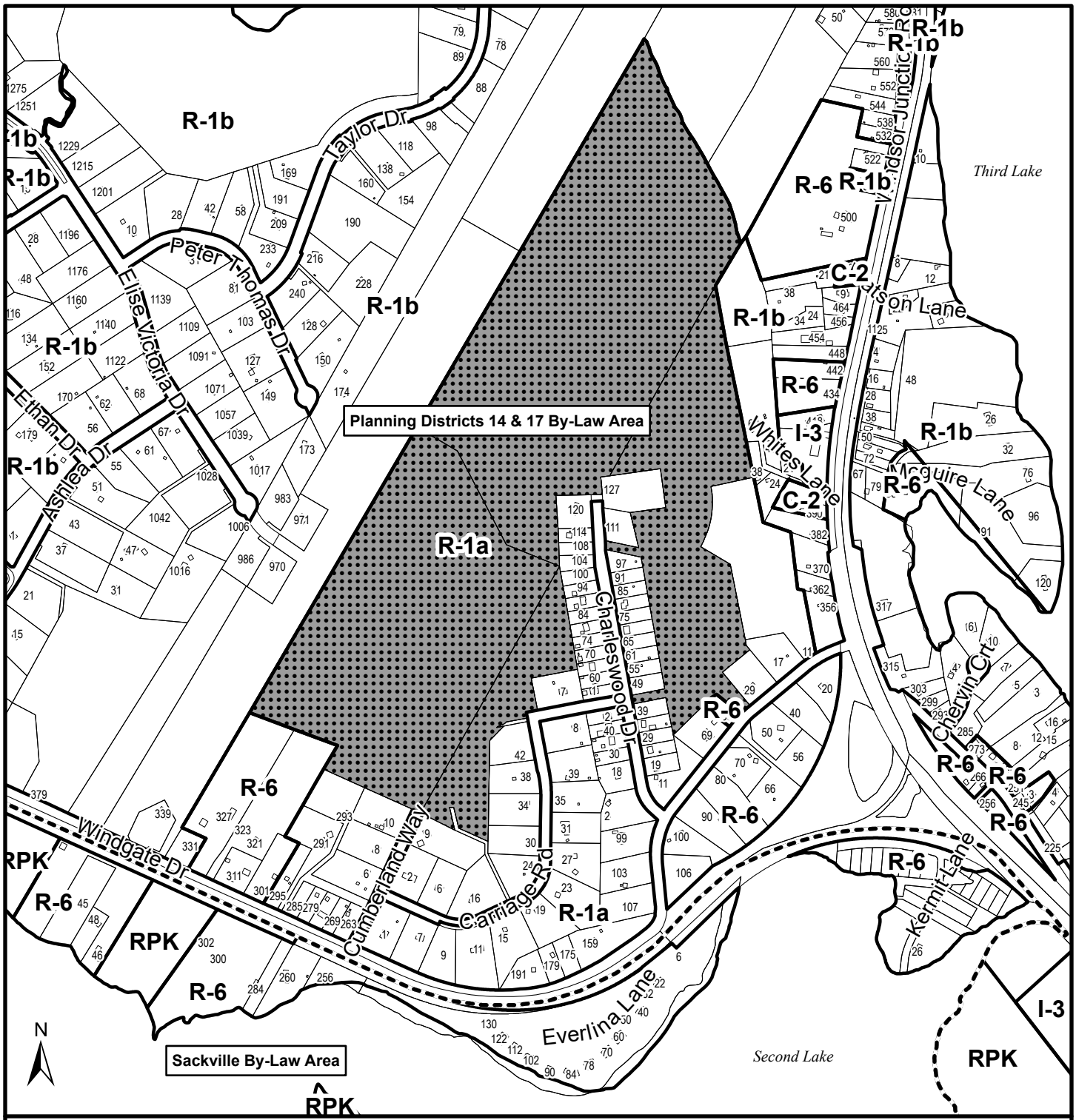
SHUB	R	Residential
SACK	RR	Rural Residential

0 100 200 300 m

This map is an unofficial reproduction of a portion of the Generalized Future Land Use Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Planning Districts 14 & 17 and
Sackville By-Law Areas



Map 2 - Zoning

Cumberland Way and Charleswood Drive,
Windsor Junction

HALIFAX

Subject Property

	Zone	
SHUB	C-2	Community Commercial
	I-3	Light Industry
	R-1a	Single Unit Dwelling
	R-1b	Suburban Residential
	R-6	Rural Residential
	RPK	Regional Park
SACK	RPK	Regional Park
	R-6	Rural Residential

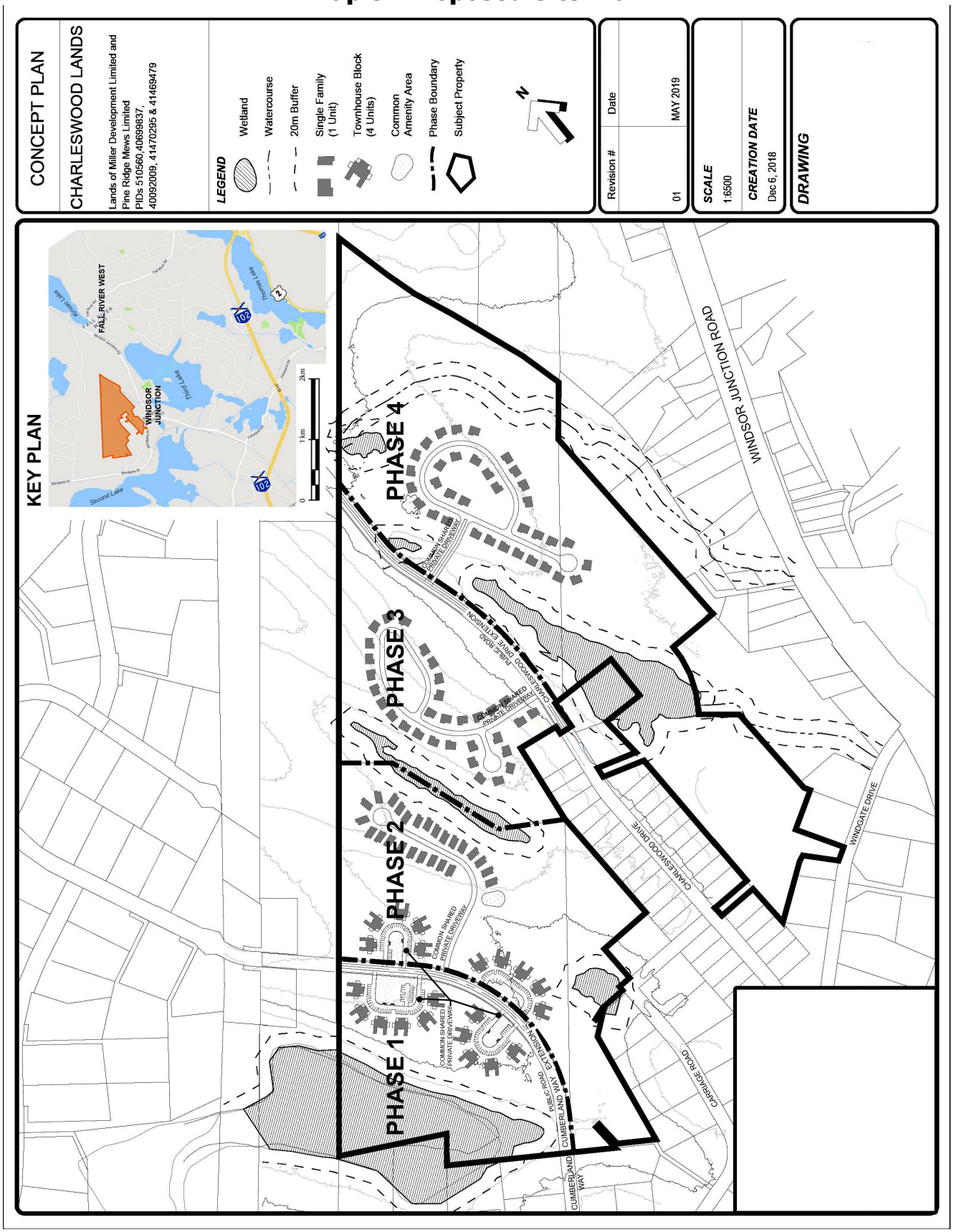
0 100 200 300 m

This map is an unofficial reproduction of a portion of the Zoning Map for the plan area indicated.

The accuracy of any representation on this plan is not guaranteed.

Planning Districts 14 & 17 and
Sackville By-Law Areas

Map 3 - Proposed Site Plan



Attachment A
Proposed Amending Development Agreement

THIS FIRST AMENDING AGREEMENT made this day of **[Insert Month]**, 20__,

BETWEEN:

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

OF THE FIRST PART

-and-

ALISON KIM MACNEARNEY, an individual, in the Halifax Regional Municipality, in the Province of Nova Scotia (hereinafter called the "Developer")

OF THE SECOND PART

- and -

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

OF THE THIRD PART

WHEREAS the Developer is the registered owner of PIDS 40699837, 40092009, 00510560, and 41470295 of certain lands totalling 54.29 hectares located between Cumberland Way and Charleswood Drive, Windsor Junction, Nova Scotia, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the North West Community Council approved an application to enter into a Development Agreement to allow for a Classic Open Space Design Development for up to one hundred and seventy-six (176) dwelling units and other associated land uses on the Lands, (Municipal Case 22143**),** which said Development Agreement was registered at the Land Registration Office on March 31st, 2021 as Document #118321422 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested amendments to the Existing Agreement to extend the commencement and completion of development time period on the Lands by five years pursuant to the provisions of the *Halifax Regional Municipality Charter, Policy G-20 of the Regional Municipal Planning Strategy,* and Section 6.1 of the Existing Agreement (hereinafter called the "First Amending Agreement");

AND WHEREAS the Development Officer approved this request on January 4th, 2023, referenced as Municipal Case Number 24603.

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

---

1. Except where specifically varied by this First Amending Agreement, all other conditions and provisions of the Existing Agreement as amended shall remain in effect.

2. The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this First Amending Agreement, and the Existing Agreement.

3. Section 7.3 (Commencement of Development) of the Existing Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

   7.3.1 In the event that development on the Lands has not commenced within ~~three (3) years~~ **five (5) years** from the date of registration ~~of this~~ **the First Amending** Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement, as amended, 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. For the purpose of this section, commencement of development shall mean issuance of the first Occupancy Permit.

4. Section 7.4 (Completion of Development) of the Existing Agreement shall be amended by deleting the text shown in strikeout, and inserting the text shown in bold as follows:

   7.4.2 In the event that development on the Lands has been completed within fifteen (15) years for Phases 1 and 2 and twenty (20) years for Phases 3 and 4 from the date registration of this **First Amending** 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.

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:

(Insert Registered Owner Name)

_____
Witness

Per:_____

SIGNED, SEALED AND DELIVERED in the presence of:

(Insert Registered Owner Name)

_____
Witness

Per:_____

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

HALIFAX REGIONAL MUNICIPALITY

_____
Witness

Per: _____
MAYOR

_____
Witness

Per: _____
MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____ _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

_____
A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, personally came and appeared _____, the subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that Mike Savage, Mayor and Iain MacLean Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

_____
A Commissioner of the Supreme Court
of Nova Scotia

November 1, 2022

Thea Langille
Principal Planner
Planning & Development
Halifax Regional Municipality

Dear Ms. Langille

RE: Carriagewood Development Agreement- Non-Substantive Amendment - Commencement

Clayton Developments Limited on behalf of Pine Ridge Mews Limited, our sister company, is applying for a five year extension to the commencement date for the Charleswood Development Agreement.

The Charleswood Development Agreement is for 84 townhouses and 92 single unit dwellings which was approved in 2020. The development agreement (Clause 7.3) requires commencement by March 31, 2024. Commencement under the agreement is issuance of the first occupancy permit (Clause 7.3.1).

The development agreement (Clause 6.1.1) enables the ability to request a non-substantive amendment for an extension to the date of commencement.

The request for an extension relates to the following matters:

Construction Material Supply Chain Impacts - Covid 19 impacted the supply chain in drastic ways and the impact is still being felt today. Logistics, manufacturing, and shipping were all affected. This has created uncertain material supply and cost. We believe the market will recover from the supply chain issues in the coming year, normalizing over the next two to three years. As this project is specifically intended to service seniors on a fixed income, the product is extremely price sensitive and cannot absorb artificially high construction costs. As supply chains become more resilient, prices will begin to stabilize, and we would then proceed with construction with predictable material supply and cost. This extension to the agreement will assist us in moving through these issues.

Contractor and Labor Impact - Covid 19 has impacted the availability of skilled labour. Skilled trades were already in limited supply in Nova Scotia prior to Covid-19, the pandemic has worsened the problem. The progression of all projects has been negatively impacted by the shortage of skilled labour and has extended the timelines of all recent projects. In the medium-term, we are prioritizing projects with the greatest number of units coming to market to assist in the housing shortage and maximize trade

Interest Rates – As inflation continues to rise so to does interest rates, and in turn, cost to developers, builders and homeowners. Our target market as noted above is price sensitive. Our analysis suggests that we should pause this project while interest rates normalize. This will provide consumers with predictable housing payments. We anticipate inflation and interest rates to at least stabilize by end of Q4 2023. Once stable, we can then prepare full costing model of the project and right-size units (and price) accordingly to best fit the target market.

The goal of Pine Ridge Mews is to provide reasonable and stable housing costs for those in retirement and with fixed incomes. As it is anticipated these impacts will stabilize in the medium term, we are therefore requesting the proposed non-substantive amendment to the commencement date of the development agreement be extended an additional five years. This will allow us to fulfill our goal and provide more stable housing costs for this development.

Given current local and national conditions, the extension of the commencement of the Charleswood is the appropriate decision. Accordingly, it is our opinion that the proposed non-substantive amendment to the development agreement is appropriate and reasonable and should be approved.

Lands covered under the development agreement are shared between two land owners. Pine Ridge Mews and Ms. Alison MacNearney, both are party to the agreement. Please find attached her consent to this application.

Please find attached the following:

Attachment 1: Application Form
Attachment 2: Concept Plan from the development agreement
Attachment 3: Relevant Sections of the Charleswood Development Agreement
Attachment 4: Letter of Consent – Alison MacNearney

Regards,

Original Signed

Andrew Bone, MCIP, LPP
Director of Planning and Development
Clayton Developments Limited

Attachment C:

Review of Relevant MPS and Regional Plan Policies

Regional Plan:

Policy Section	Policy Text	Comment
G-20	*G-20 Notwithstanding Policies S-14, S-15, S-16 and S-17, applications for non-substantive amendments to approved development agreements for Conservation Design Development shall be considered under the policies in effect at the time the development agreement was approved provided that the proposed amendments were identified in the agreement as non-substantive. (RC-Sep 24/19; E-Nov 9/19)*	This policy enables non-substantive amendment requests to be considered under the policy in effect at the time the DA was approved. In this case, the requested amendment is not affected by any Regional Plan amendments. Section 6.1.1 (a) of the Existing Development Agreement considers amendments to the length of time for commencement of construction to be non-substantive.

River Lakes Secondary Planning Strategy:

<u>Site D – Charleswood Residential Opportunity Site</u>

Site D is a 42 acre piece of land in a 153 acre parcel which Miller Developments is proposing to develop a Classic Conservation (RC-Jun 25/14;E-Oct 18/14) Design Subdivision. This development is an extension of the Charleswood Subdivision and Site D forms Phase 4 of this proposed development. The subdivision is proposed to be developed with a mix of single unit dwellings and townhouses with the townhouse component proposed for Site D. This Secondary Planning Strategy will allow consideration of the development of townhouses on a maximum of 42 acres on Site D at a maximum density of 2 units per acre through the provisions of the Conservation (RC-Jun 25/14;E-Oct 18/14) Design Policies S-16A and S-17A (RC-Oct 12/22:E-Nov 16/22) and (…)

Policy section	Policy text	Comment
RL-15	*In addition to the uses that may be considered pursuant to Policy S-16 (RC-Oct 12/22:E-Nov 16/22) under the Regional Plan, HRM shall consider permitting townhouses on Site D as a component of a proposed Classic Open Space Design Subdivision for the Charleswood Subdivision through the provisions of a development agreement. In considering such an agreement, Council shall have regard to the provisions of Policies S-16A and S-17A (RC-Oct 12/22:E-Nov 16/22) of the Regional Plan and (…)*	This policy speaks to consideration of an Open Space Design Development (now known as a Conservation Design Development) and townhouses in the development. As no changes to the original proposal have been requested other than a time extension, staff have determined that the objectives of the policy continue to be satisfied. Staff have reviewed all policy criteria and no concerns have been identified with the request to allow more time for construction commencement.

b. A detailed Erosion and Sedimentation Control Plan for each Phase 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. The detailed Erosion and Sedimentation Control Plan shall comply with the Phosphorus Net Loading Assessment which was prepared and reviewed as part of Planning Case 22143;

c. A detailed Site Grading and Stormwater Management Plan for the Lands (including all Phases) prepared by a Professional Engineer, which shall include an appropriate stormwater collection and treatment system. The Site Grading and Stormwater Management Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction. The detailed Site Grading and Stormwater Management Plan shall comply with the Phosphorus Net Loading Assessment which was prepared and reviewed as part of Planning Case 22143; and

d. Further to 5.1.1 (c), the Site Grading and Storm Management Plan shall be reviewed and approved by the Development Engineer prior to the commencement of Phase 1. The Plan shall consider the full build-out (all phases) of the development, identify pre- and post-development drainage areas and storm flows for 10- and 100- year storms, consider all downstream HRM drainage infrastructure and demonstrate with sufficient detail that post-development storm flows balance existing, otherwise provide hydraulic analysis to demonstrate the existing system can accommodate increased storm flows without adverse effects.

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. The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and

b. The length of time for the completion of the development as identified in Section 7.4 of this Agreement.

6.2 Substantive Amendments

Amendments to any matters not identified under Section 6.1 of this Agreement 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

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 lots, the subsequent owners thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lots.

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 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. For the purpose of this section, commencement of development shall mean issuance of the first Occupancy Permit.

7.3.2 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 of this Agreement, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

7.4.1 Upon the completion of the whole development, 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 In the event that development on the Lands has not been completed within fifteen (15) years for Phases 1 and 2 and twenty (20) years for Phases 3 and 4 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.

7.4.3 In the event that development on the Lands has not been completed within time period indicated in 7.4.2 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.

7.4.4 For the purpose of this section, completion of development shall mean the issuance of a Development Permit of the last dwelling unit for the development.

7.4.5 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1 of this Agreement, if the

Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

8.1 Enforcement

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

8.2 Failure to Comply

8.2.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

a. The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

b. The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;

c. The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By law; or

d. In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the Halifax Regional Municipality Charter or Common Law in order to ensure compliance with this Agreement

SCHEDULE A – Legal Description of the Lands

PID: 00510560

Parcel Description
ALL that lot of land on the northern end of Charleswood Drive in Windsor Junction, Halifax County, Nova Scotia shown as LOT AR2 on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 13-2662-0 titled "Compiled Plan Showing Lot A1, Subdivision of Remainder of Lot A, and Lot R1, Lands Conveyed to Miller Development Limited" and signed by H. James McIntosh, N.S.L.S. on December 7, 2018. LOT AR2 being more particularly described as follows: BEGINNING at the point of intersection of the northern boundary of Charleswood Drive and the eastern boundary of Lot W-20R2 (PID 40150310); THENCE northerly along the eastern boundary of Lot W-20R2, 12 metres more or less to the northern boundary of Lot W-20R2; THENCE westerly along the northern boundary of Lot W-20R2, 61 metres more or less to the western boundary of Lot W-20R2; THENCE southerly along the western boundary of Lots W-20R2, W-19, W-18 and W-17, Charleswood Subdivision, 125 metres more or less to the northern boundary of Lot A1; THENCE North 68 degrees 00 minutes 00 seconds West along the northern boundary of Lot A1, 100.0 metres; THENCE North 27 degrees 42 minutes 00 seconds West, 184.3 metres; THENCE North 59 degrees 44 minutes 00 seconds West, 80.0 metres to the southeastern boundary of Lot R-T-81 (PID 00511253); THENCE northerly along the southeastern boundary of Lots R-T-81 and G81-B (PID 40706186), 778 metres more or less to the southwestern boundary of land conveyed to Paul David Stephen and Robert Lee Stephen by warranty deed recorded in Book 6560, Page 1 (PID 00511998); THENCE southeasterly along the southwestern boundary of said land conveyed to Paul David Stephen and Robert Lee Stephen and Lot 6 (PID 00511055), 390 metres more or less to the northwestern boundary of Block C-2 (PID 41084039); THENCE southwesterly along the northwestern boundary of Block C-2 and Lot R3 (PID 40092009), 465 metres more or less to the northern boundary of Lot M-1 (PID 41026881); THENCE westerly along the northern boundary of Lot M-1, 15 metres more or less to the western boundary of Lot M-1;

THENCE southerly along the western boundary of Lot M-1, 42 metres more or less to the northern boundary of Charleswood Drive;

THENCE westerly along the northern boundary of Charleswood Drive, 20 metres more or less to the point of beginning.

CONTAINING an area of 23 hectares more or less.

BEARINGS are Nova Scotia Coordinate Survey System Grid Bearings referred to Central Meridian 64 degrees 30 minutes West.

LOT AR2 being the consolidation of a remaining portion of Lot A acquired by Miller Development Limited by indenture recorded in Book 2791, Page 917 and remaining Lot R2 acquired by Miller Development Limited by indenture recorded in HCLRO Book 2656, Page 300.

EXCEPTING all watercourses vested in Her Majesty the Queen in right of the Province Nova Scotia as legislated by the Environment Act. 1994-95, c. 1, s. 103.

SUBJECT TO an easement granted to Her Majesty the Queen in right of the Province of Nova Scotia over property required for a Turning Area on Charleswood Drive registered on May 27, 1994 in Book 5569 at Page 1048.

SUBJECT TO an access and service easement over Parcel C for the benefit of Lot M-1 as shown on the plan of subdivision filed at the Registry of Deeds on November 27, 2000 as Plan 34227 in Drawer 376.

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

PID: 40092009

Parcel Description

ALL that certain lot, piece or parcel of land situate, lying and being at Windsor Junction, County of Halifax, shown as outlined in red on a plan of property of Mrs. Agnes Maude MacNearney dated August 14, 1963 made and signed by J. R. Fiske, P.L.S. and being more particularly bounded and described as follows:

BEGINNING on the Eastern boundary of the Beaverbank Road where the same is intersected by the Southern boundary of property now or formerly of Gertrude Stevens;

THENCE in a Southerly direction following the Eastern boundary of the Beaverbank Road to the Northwestern boundary of property now or formerly of W. E. Davidson;

THENCE North fifty-two degrees East (North 52 degrees East) along property of W. E. Davidson Two Hundred and Three (203) feet more or less to a stake;

THENCE North Eighty-eight degrees, Fifty-eight minutes East (North 88 degrees 58 minutes East) along the Eastern boundary of property of W. E. Davidson and G. Davidson for a distance of Three Hundred and Ninety-six (396) feet, more or less;

THENCE South Seventy-six degrees, Ten Minutes East (South 76 degrees 10 minutes East) along the Eastern boundary of property of G. Davidson for a distance of Five Hundred and Forty-four (544) feet to the Beaverbank Road;

THENCE in an Easterly direction along the Northern boundary of the Beaverbank Road to the Western boundary of property of Canadian National Railways;

THENCE in a Northerly direction along the western boundary of property of Canadian National Railways to the Southern boundary of G. Dockrill;

THENCE in a Westerly direction to the Southwest corner of said Dockrill property;

THENCE in a Northerly direction along the Western boundary of said Dockrill property to the Southern boundary of property of H. West;

THENCE in a Northwesterly direction along the Southwestern boundary of property of H. West to the Southwestern corner thereof;

THENCE in a Northerly direction following the Western boundary of property of H. West and G. Lee along a pole and wire fence to an angle in the same;

THENCE in a Northwesterly direction along said fence to another angle in the same;

THENCE continuing in a Northerly direction along said fence to the Southern boundary of property now or formerly of Gertrude Stevens;

THENCE in a Westerly direction following the Southern boundary of said Stevens property to the place of beginning.

SAVING AND EXCEPTING the lands lying to the southwest of the northeastern boundary of Charleswood Drive.

SAVING AND EXCEPTING Lot M-1 shown on Plan 34227 in Drawer 376.

SAVING AND EXCEPTING Lot E-16R shown on Plan 16093 in Drawer 209.

SAVING AND EXCEPTING Lots E-6 to E-15 inclusive shown on Plan 15144 in Drawer 202.

SAVING AND EXCEPTING Lots E-1 to E-4 inclusive shown on Plan 12594 in Drawer 174.

SAVING AND EXCEPTING Lots E-5 shown on Plan 14912 in Drawer 202.

SAVING AND EXCEPTING Lots 201, 202, 203 and 204 shown on Plan 25184 in Drawer 274.

SAVING AND EXCEPTING Lot BW-8 shown on Plan 17564 in Drawer 216.

SAVING AND EXCEPTING Parcel P-84 described in the deed to Municipality of the County of Halifax, registered on March 8, 1985 in Book 3963 at Page 264.

SAVING AND EXCEPTING that portion of the above-described parcel contained within the bounds of Parcel GBD-1 shown on Plan 15145 in Drawer 188.

SAVING AND EXCEPTING that portion of the above-described parcel contained within the bounds of the following lot:

ALL THAT certain lot piece of parcel of land situate, lying and being at Windsor Junction, in the Halifax Regional Municipality, Province of Nova Scotia, as shown on Department of Transportation property plan entitled "Property Required for a Turning Area on Charleswood Drive", sheet 1 of 1, dated January 26, 1994, and more particularly bounded and described as follows:

BEGINNING at the point of intersection of the western boundary of Charleswood Drive, with the southern boundary of lands of Miller Development Limited and the northern boundary of Lot W-20R2 as denoted by coordinate point 2;

THENCE south 88 degrees 23 minutes west a distance of 60 feet to coordinate point 3;

THENCE north 37 degrees west a distance of 90 feet, more or less, to meet coordinate point 4;

THENCE north 88 degrees 23 minutes east a distance of 53.448 feet or until it meets the prolongation of the aforementioned western boundary of Charleswood Drive on a curve having a radius of 1170.0 feet as denoted by coordinate point 5;

THENCE in a northerly direction following the aforementioned road boundary a distance of 34.74 feet, more or less, to meet coordinate point 6;

THENCE north 80 degrees 18 minutes 30 seconds east a distance of 66 feet, more or less, or until it meets the prolongation of the eastern boundary of Charleswood Drive on a curve having a radius of 1236.0 feet as denoted by coordinate point 7;

THENCE in a southerly direction following the said curve to the right an arc distance of 134.302 feet to meet coordinate point 1;

THENCE south 88 degrees 23 minutes west a distance of 66.036 feet to the PLACE OF BEGINNING.

CONTAINING and area of 0.32 acres.

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

PID: 41470295

Parcel Description
ALL that lot of land on the northeastern end of Cumberland Way in Windsor Junction, Halifax County, Nova Scotia shown as LOT A1 on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 13-2662-0 titled "Compiled Plan Showing Lot A1, Subdivision of Remainder of Lot A, and Lot R1, Lands Conveyed to Miller Development Limited" and signed by H. James McIntosh, N.S.L.S. on December 7, 2018. LOT A1 being more particularly described as follows: BEGINNING at the point of intersection of the northern boundary of Parcel R, Halifax County Land Registration Office (HCLRO) Plan No. 107604440 (PID 00510461), and the southeastern boundary of Lot R-T-81, HCLRO Plan No. 104671210 (PID 00511253); THENCE North 30 degrees 16 minutes 00 seconds East along the southeastern boundary of Lot R-T-81, 582.0 metres to the southwestern boundary of Lot AR2; THENCE South 59 degrees 44 minutes 00 seconds East along the southwestern boundary of Lot AR2, 80.0 metres; THENCE South 27 degrees 42 minutes 00 seconds East, 184.3 metres; THENCE South 68 degrees 00 minutes 00 seconds East, 100.0 metres to the western boundary of Lot W-17, Charleswood Subdivision, and the northwestern boundary of Lot R1 (PID 40699837); THENCE South 29 degrees 16 minutes 30 seconds West along the northwestern boundary of Lot R1, 493.4 metres to the northeastern boundary of Cumberland Way; THENCE North 65 degrees 42 minutes 11 seconds West along the northeastern boundary of Cumberland Way and Lots 118 and 116A, Charleswood Subdivision, 184.8 metres to the southeastern boundary of Lot 4B (PID 41037045); THENCE North 29 degrees 47 minutes 52 seconds East along the southeastern boundary of Lot 4B, 47.3 metres to the northeastern boundary of Lot 4B; THENCE North 71 degrees 33 minutes 00 seconds West along the northeastern boundary of Lot 4B and Parcel R, 163.0 metres to the point of beginning. CONTAINING an area of 17.88 hectares. BEARINGS are Nova Scotia Coordinate Survey System Grid Bearings referred to Central Meridian 64 degrees 30 minutes West. LOT A1 being a portion of Lot A (PID 00510560) acquired by Miller Development Limited by indenture recorded in HCLRO Book 2791, Page 917.

EXCEPTING all watercourses vested in Her Majesty the Queen in right of the Province Nova Scotia as legislated by the Environment Act. 1994-95, c. 1, s. 103.

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

PID: 40699837

Parcel Description

ALL that lot of land on the northern end of Carriage Road and the northeastern end of Cumberland Way in Windsor Junction, Halifax County, Nova Scotia shown as LOT R1 on Servant, Dunbrack, McKenzie & MacDonald Ltd. Plan No. 13-2662-0 titled "Compiled Plan Showing Lot A1, Subdivision of Remainder of Lot A, and Lot R1, Lands Conveyed to Miller Development Limited" and signed by H. James McIntosh, N.S.L.S. on December 7, 2018.

LOT R1 being more particularly described as follows:

BEGINNING at the point of intersection of the northeastern boundary of Cumberland Way and the southeastern boundary of Lot A, land conveyed to Miller Development Limited by indenture recorded in HCLRO Book 2791, Page 917 (PID 00510560);

THENCE North 29 degrees 16 minutes 30 seconds East along the southeastern boundary of Lot A, 493.4 metres to the western boundary of Lot W-17, Charleswood Subdivision;

THENCE South 01 degrees 37 minutes 00 seconds East, Halifax County Land Registration Office (HCLRO) Plan No. 15144, along the western boundary of Lot W-17, 3.3 metres;

THENCE South 10 degrees 50 minutes 07 seconds East, HCLRO Plan No. 17083, along the western boundary of Lots W-17, W-16, W-15, W-14, W-13, W-12, W-11, W-10 and W-9, 179.7 metres to the northern boundary of Lot 128, Charleswood Subdivision;

THENCE South 79 degrees 08 minutes 18 seconds West, HCLRO Plan No. 30373, along the northern boundary of Lot 128, 82.0 metres to the western boundary of Lot 128;

THENCE South 10 degrees 51 minutes 42 seconds East along the western boundary of Lot 128, 57.0 metres to the northern boundary of Carriage Road;

THENCE South 79 degrees 08 minutes 18 seconds West, HCLRO Plan No. 21211, along the northern boundary of Carriage Road, 20.0 metres to the western boundary of Carriage Road;

THENCE South 10 degrees 51 minutes 42 seconds East along the western boundary of Carriage Road, 7.1 metres to the northern boundary of Drainage Right of Way (PID 00331181);

THENCE South 79 degrees 08 minutes 18 seconds West along the northern boundary of said Drainage Right of Way, 40 metres more or less to a brook;

THENCE southwesterly along said brook, 17 metres more or less to the southern boundary of said Drainage Right of Way;

THENCE North 79 degrees 08 minutes 18 seconds East along the southern boundary of said Drainage Right of Way, 12 metres more or less to the northwestern boundary of Lot 127, (PID 40436115);

THENCE South 43 degrees 27 minutes 20 seconds West, HCLRO Plan No. 24122, along the northwestern boundary of Lot 127, 35.3 metres to the western boundary of Lot 127;
THENCE South 00 degrees 39 minutes 55 seconds West along the western boundary of Lots 127, 126, 125 and 124, 175.6 metres to the northeastern boundary of Drainage Right of Way (PID 00331173);

THENCE North 65 degrees 42 minutes 11 seconds West along the northeastern boundary of said Drainage Right of Way, 57.9 metres to the eastern boundary of said Drainage Right of Way;

THENCE North 12 degrees 42 minutes 11 seconds West along the eastern boundary of said Drainage Right of Way, 39 metres more or less to a brook;

THENCE westerly along said brook, 6 metres more or less to the western boundary of said Drainage Right of Way;

THENCE South 12 degrees 42 minutes 11 seconds East along the western boundary of said Drainage Right of Way, 42 metres more or less to the northeastern boundary of Lot 119 (PID 40436198);

THENCE North 65 degrees 42 minutes 11 seconds West along the northeastern boundary of Lot 119 and Cumberland Way, 66.5 metres to the point of beginning.

CONTAINING an area of 3.49 hectares.

BEARINGS are Nova Scotia Coordinate Survey System Grid Bearings referred to Central Meridian 64 degrees 30 minutes West.

LOT R1 being a portion of land acquired by Miller Development Limited by indenture recorded in HCLRO Book 2656, Page 300.

EXCEPTING all watercourses vested in Her Majesty the Queen in right of the Province Nova Scotia as legislated by the Environment Act. 1994-95, c. 1, s. 103.

SUBJECT TO a pole line easement granted to Nova Scotia Power Corporation (now Nova Scotia Power Incorporated) by Indenture registered on October 19, 1984 in Book 3908 at Page 625, the location of the easement being shown by red lines on the plan filed as an attachment thereto and including a guy wire extending onto the parcel above-described at the intersection of Carriage Road and Chartwell Road.

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