

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 interest 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 cofalserrect an error in a parcel register)

Registration District: Halifax  
Submitter's User Number: 3315  
Submitter's Name: John Di Costanzo/Noseworthy Di Costanzo Diab

IN THE MATTER OF Parcel Identification Number (PID)

PID: 40306730

For Office Use

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

105672597 Document #  LRO  ROD   
AUG 26 2014 13:40  
MM DD YYYY time  
*Cam*

The following additional forms are being submitted simultaneously with this form and relate to the attached document:

- Form 24(s)
- Form 8A(s)

Additional information:

- 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.
- 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:

<b>Instrument type:</b>	N/A
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b>	N/A
<b>Mailing address of interest holder to be added</b>	N/A
<b>Manner of tenure to be removed</b>	N/A
<b>Manner of tenure to be added</b>	N/A
<b>Description of mixture of tenants in common and joint tenancy (if applicable)</b>	N/A
<b>Access type to be removed</b>	N/A
<b>Access type to be added</b>	N/A
<b>Percentage or share of interest held (for use with tenant in common interests)</b>	N/A
<b>Non-resident (to qualified solicitor's information and belief) (Yes/No?)</b>	N/A
<b>Reference to related instrument in parcel register (if applicable)</b>	N/A
<b>Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument Code 443</b>	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*):

I have searched the judgment roll with respect to the 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*:

<b>Instrument Type:</b>	N/A
<b>Interest Holder Name/Type to be added:</b>	N/A
<b>Interest Holder Mailing Address</b>	N/A
<b>Judgment Roll Reference</b>	N/A

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

<b>Instrument type</b>	N/A
<b>Interest holder and type to be removed (if applicable)</b>	N/A

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

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

<b>Instrument type</b>	Agreement re Use of Land (Development Agreement)
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative, if applicable)</b>	Halifax Regional Municipality - Party to Agreement (Burden)
<b>Mailing address of interest holder to be added (if applicable)</b>	PO Box 1749 Halifax, NS B3J 3A5
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	N/A
<b>Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument Code 443</b>	N/A

The following recorded interests are to be added and/or removed in the parcel register:

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

The textual qualifications are to be changed as follows:

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

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

Name and mailing address of occupier to be removed	N/A
Name and mailing address of occupier to be added	N/A

#### CERTIFICATE OF LEGAL EFFECT:

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

DATED AT at Halifax, in the County of Halifax, Province of Nova Scotia on the 30<sup>th</sup> day of July, 2014.

## Original Signed

Signature of Authorized Lawyer

John Di Costanzo  
6470 Chebucto Road  
Halifax, NS B3L 1L4

e-mail: [REDACTED]  
Phone: 902-444-4747  
Fax: 902-444-4301

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

THIS AGREEMENT made this 25<sup>th</sup> day of August, 2014.

BETWEEN:

**3232975 NOVA SCOTIA LIMITED**

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

Approved as to Form  
and Authority  
Original Signed

OF THE FIRST PART

- and -

Solicitor

**HALIFAX REGIONAL MUNICIPALITY**

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

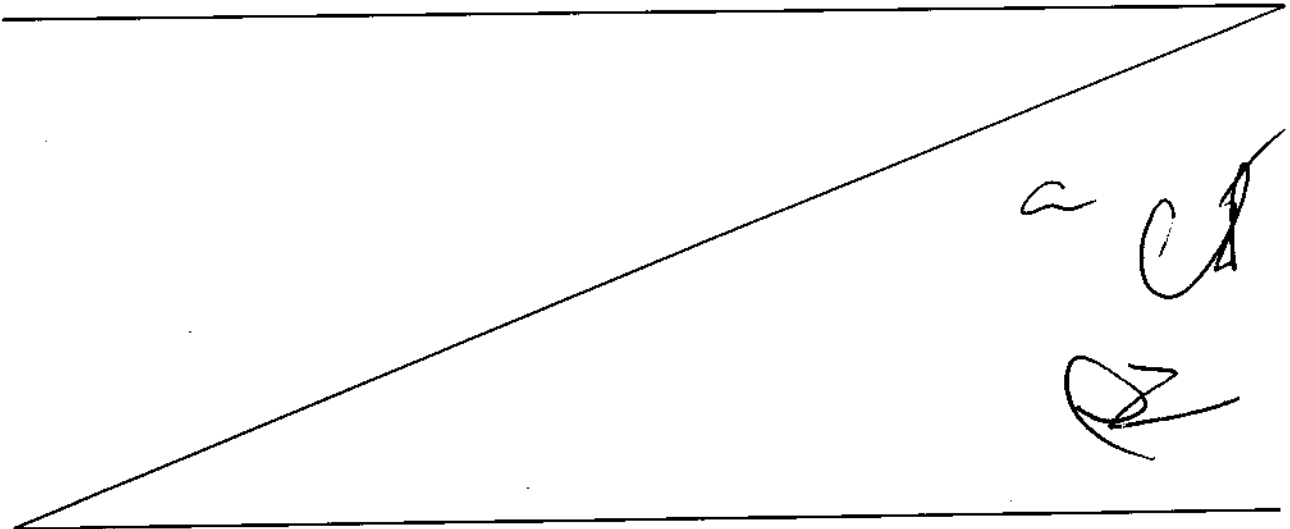
OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located immediately south of 1300 Prospect Road, Goodwood and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow a service station and commercial uses permitted in the general business zone on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies RB-10 and IM-11 of the Municipal Planning Strategy for Planning District 4 and Section 3.16(b) of the Land Use By-law Planning District 4;

AND WHEREAS the Halifax and West Community Council for the Municipality approved this request at a meeting held on June 4, 2014, referenced as Municipal Case Number 18107;

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



## **PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION**

### **1.1 Applicability of Agreement**

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**

Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Planning District 4 and the Regional Subdivision By-law, as may be amended from time to time.

### **1.3 Applicability of Other By-laws, Statutes and Regulations**

1.3.1 Further to Section 1.2, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Lands (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Lands.

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

### **1.4 Conflict**

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

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

### **1.5 Costs, Expenses, Liabilities and Obligations**

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**

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**

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

## **PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS**

### **3.1 Schedules**

The Developer shall develop and use 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 18107:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Building Elevations – Proposed Lot 1
Schedule D	Building Elevations – Proposed Lot 2

### **3.2 Requirements Prior to Approval**

3.2.1 Prior to the commencement of any site work on the Lands, the Developer shall provide the following to the Development Officer:

- (a) A detailed Site Disturbance Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (a) of this Agreement;
- (b) A detailed Erosion and Sedimentation Control Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (b) of this Agreement; and
- (c) A detailed Site Grading and Stormwater Management Plan prepared by a Professional Engineer in accordance with Section 5.1.1 (c) of this Agreement.

3.2.2 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer as per the terms of this Agreement:

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.7 of this Agreement;
  - (b) Nova Scotia Department of Transportation and Infrastructure approval of the site access in accordance with Section 4.1 of this Agreement;
-

- (c) Nova Scotia Environment approval of on-site sewage treatment facilities in accordance with Section 4.2 of this Agreement; and
  - (d) Nova Scotia Department of Transportation and Infrastructure approval of the Stormwater Management Plan in accordance with Section 5.1.1 (c) of this Agreement.
- 3.2.3 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:
- (a) Certification from a member in good standing of the Canadian Society of Landscape Architects indicating that the Developer has complied with the landscaping provisions of this Agreement, or the posting of security in accordance with Sections 3.7.6 and 3.7.7 respectively; and
  - (b) Confirmation from Nova Scotia Transportation and Infrastructure Renewal of the completion of the required upgrades to Prospect Road in accordance with Section 4.1 of this Agreement.
- 3.2.4 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality.

### **3.3 General Description of Land Use**

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

- (a) Service Stations;
- (b) Full Service Restaurants, which may include a Take-Out Restaurant;
- (c) Drive-In Restaurants;
- (d) Retail Stores;
- (e) Medical, dental and veterinary clinics;
- (f) Offices;
- (g) Banks and financial institutions; and
- (h) Uses accessory to any of the foregoing uses.

### **3.4 Detailed Provisions for Land Use**

- 3.4.1 No more than two (2) main buildings are permitted on the Lands, not including the pump island canopy shown on Schedule B.
- 3.4.2 Land uses associated with the main building shown on Proposed Lot 1 shall be limited to the following:
- (a) One (1) Full Service Restaurant not exceeding 111.48 square metres (1,200 square feet) of gross floor area;
  - (b) Retail Stores;
  - (c) Medical, dental and veterinary clinics;
  - (d) Offices;
  - (e) Banks and financial institutions; and
  - (f) Uses accessory to any of the foregoing uses.
-



- 3.4.3 Land uses associated with the main building shown on Proposed Lot 2 shall be limited to the following:
- (a) One (1) service station;
  - (b) One (1) drive-in restaurant;
  - (c) Retail Stores;
  - (d) Offices;
  - (e) Banks and financial institutions; and
  - (f) Uses accessory to any of the foregoing uses.
- 3.4.4 Development on Proposed Lot 3 shall be limited to the development shown on Schedule B and any other development permitted by this Agreement, which includes ground signs and accessory buildings.
- 3.4.5 Each main building to be constructed on the Lands shall comply with the following siting, massing and scale requirements:
- (a) Main buildings shall be located on the Lands as generally shown on Schedule B;
  - (b) No portion of any main building shall be located less than 18.29 metres (60 feet) from the front property line;
  - (c) No portion of any main building shall be located less than 9.14 metres (30 feet) from any side or rear property line;
  - (d) No development or disturbance of any kind shall be permitted within the 20 m buffer as shown on Schedule B of this Agreement;
  - (e) The gross floor area for each main building shall be as generally shown on Schedule B. A gross floor area increase for each main building of no more than 20 square metres (215.28 square feet) shall be permitted, however, the total gross floor area of all main buildings shall not exceed 1,336 square metres (14,381.05 square feet); and
  - (f) The maximum height of each main building shall not exceed 10.67 metres (35 feet).
- 3.4.6 Notwithstanding Section 3.4.5, outdoor seating and patio areas may be permitted for any use, provided there is no resultant loss of landscaping.
- 3.4.7 Further to Section 3.4.1, two (2) accessory buildings shall be permitted on the Lands and shall be:
- (a) Located in the rear or side yard;
  - (b) Located no closer than 2.44 metres (8 feet) from any property line or building;
  - (c) A maximum height of 4.57 metres (15 feet); and
  - (d) A maximum area of 37.16 square metres (400 square feet).
- 3.4.8 Further to Section 3.4.7 additional accessory buildings for the on-site sewage treatment facility or the on-site water distribution system may be permitted subject to the requirements outlined in Section 3.4.7 of this Agreement.
-

### **3.5 Architectural Requirements**

- 3.5.1 The exterior design of the main building on Proposed Lot 1 shall be in conformance with Schedule C. The exterior design of the main building on Proposed Lot 2 shall be in conformance with Schedule D. Notwithstanding the Schedules, the Development Officer may permit minor modifications to the exterior design of the main buildings, such as but not limited to the number and location of doors and windows, to accommodate interior leasehold commercial spaces.
- 3.5.2 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate, these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

### **3.6 Parking, Circulation and Access**

- 3.6.1 Vehicle parking shall be provided as generally shown on Schedule B and shall have a hard finished surface such as asphalt, concrete, interlocking precast paver stones, or an acceptable equivalent in the opinion of the Development Officer.
- 3.6.2 Parking spaces, stop bars, pedestrian circulation (walkways and on-site crosswalks) and access shall be generally as shown on Schedule B.
- 3.6.3 A designated pedestrian pathway connecting the main building on Proposed Lot 1 to the main building on Proposed Lot 2 shall be provided as shown on Schedule B. The designated pedestrian walkway shall have a finished hard surface such as poured in place concrete, interlocking paving stones, or an acceptable equivalent in the opinion of the Development Officer. On-site crosswalks associated with the designated pedestrian pathway are shown as dashed lines on Schedule B and shall be demarcated with signs and pavement markings. The on-site crosswalks may be finished with an alternative hard surface, such as asphalt.

### **3.7 Landscaping**

- 3.7.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a detailed Landscape Plan which shall provide details of all landscaped areas shown on Schedule B. The Developer may provide additional plantings and landscaping features than shown on Schedule B. The Landscape Plan shall be prepared by a Landscape Architect, who shall be a member in good standing with the Canadian Society of Landscape Architects, and comply with all provisions of this section.
- 3.7.2 Landscaping required by Section 3.7.1 shall include a 5 metres (16.4 feet) wide landscaping strip along the public street frontage, exclusive of driveways. The landscape strip shall be sodded and include a minimum of one (1) tree (minimum of 60 mm calibre) and three (3) shrubs per 12.2 metres (40 feet) of street frontage. The incorporation of trees and shrubs into the landscaped strip may be provided in the form of groupings, provided a minimum ratio of one (1) tree and three (3) shrubs are provided per 12.2 metres (40 feet) of street frontage.
-

- 3.7.3 Planting details for each type of plant material proposed on the detailed Landscape Plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).
- 3.7.4 Plant material shall be primarily comprised of native species and conform to the Canadian Nursery Trades Association's Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.7.5 Construction Details for all tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates and guards, planter seating wall, wood arbour, outdoor garbage enclosure, railings, and fencing shall be provided to the Development Officer with the Landscape Plan.
- 3.7.6 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.7.7 Notwithstanding Section 3.7.6, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies 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.

### 3.8 Signs

- 3.8.1 Signage shall be subject to the requirements of the Land Use By-law for Planning District 4 and the following additional requirements:
- (a) A maximum of two (2) ground signs shall be permitted on the Lands;
  - (b) Ground signs shall be a minimum of 100 metres (328.08 feet) apart;
  - (c) No ground sign shall exceed 8.18 square metres (88 square feet) of sign area on a single face or 16.2 square metres (164 square feet) of sign area for both faces combined; and
  - (d) Landscaping, exclusive of landscaping required by Section 3.7 of this Agreement, shall be provided around the base of each ground sign, and shall include a minimum of six (6) shrubs.

### **3.9 Solid Waste Facilities**

- 3.9.1 All refuse and recycling materials shall be contained within a building, or within suitable containers which are fully screened from view from any street. Further, consideration shall be given to locating all refuse and recycling material to ensure minimal effect on abutting property owners by means of opaque fencing or masonry walls or suitable landscaping.
- 3.9.2 Notwithstanding Section 3.9.1 of this Agreement, small waste receptacles are permitted throughout the development and are to be considered as part of the landscaping for the development.

### **3.10 Screening**

Propane tanks, natural gas service hook-ups, and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from the public street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing, masonry walls or suitable landscaping.

### **3.11 Outdoor Lighting**

Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways, shall be arranged so as to divert the light away from streets, adjacent lots and buildings and shall be of a full cut-off design.

### **3.12 Temporary Construction Structure**

A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development in accordance with this Agreement. The temporary structure shall be located no less than ten (10) feet from any watercourse buffer required by the Land Use By-law and shall be removed from the Lands prior to the issuance of the last Occupancy Permit.

### **3.13 Maintenance**

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

## **PART 4: STREETS AND SERVICES**

### **4.1 Off-Site Disturbance**

Prior to the issuance of a Construction Permit, the Developer agrees to provide to the Development Officer a "Work Within Highway Right-of-Way Permit" approved by Nova

---

Scotia Transportation and Infrastructure Renewal. 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 Nova Scotia Transportation and Infrastructure Renewal.

#### **4.2 On-Site Sewage System**

The Lands shall be serviced through privately owned and operated on-site sewage disposal systems and treatment facilities. The Developer agrees to have prepared by a qualified professional and submitted to the Municipality and Nova Scotia Environment, a design for all private sewage disposal system(s). No Construction Permit shall be issued prior to the Development Officer receiving a copy of all permits, licences, and approvals required by Nova Scotia Environment respecting the design, installation, construction of on-site sewage systems and treatment facilities.

#### **4.3 On-Site Water System**

The Lands shall be serviced through a privately owned and operated on-site water distribution system.

### **PART 5: ENVIRONMENTAL PROTECTION MEASURES**

#### **5.1 Stormwater Management Plans and Erosion and Sedimentation Control Plans**

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.

#### **5.2 Stormwater Management System**

5.2.1 The Developer agrees to construct, at their own expense, the Stormwater Management System for the development which conforms to the design submitted to the Development Officer and reviewed by the Nova Scotia Transportation and Infrastructure Renewal. The

Developer shall provide certification from a Professional Engineer that the system, or any phase thereof, has been constructed in accordance with the approved design.

- 5.2.2 The Developer agrees, at its own expense, to maintain in good order all stormwater facilities on the Lands.

## **PART 6: AMENDMENTS**

### **6.1 Non-Substantive Amendments**

- 6.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council.

- (a) Minor expansions to the main buildings not exceeding ten per cent of the gross floor area of the building permitted by this Agreement;
- (b) Subject to a supplementary Level II Groundwater Assessment, changes to Sections 3.3.1, 3.4.2, and 3.4.3 to allow for other uses permitted with the C-2 (General Commercial) Zone of the Land Use By-law for Planning District 4;
- (c) Subject to a supplementary Level II Groundwater Assessment, changes to Section 3.4.3 to allow for an increase to the permitted size of the Full Service Restaurant;
- (d) An increase to the size of accessory buildings associated with on-site sewage treatment facilities and on-site water distribution systems as detailed in Section 3.4.8;
- (e) Changes to the exterior design of the main buildings as detailed in Section 3.5.1;
- (f) Changes to the location of the landscaped areas which, in the opinion of the Development Officer, do not conform with Schedule B or Section 3.7 of this Agreement;
- (g) The granting of an extension to the date of commencement of development as identified in Section 7.3 of this Agreement; and
- (h) The length of time for the completion of the development as identified 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*.

## **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 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 development shall mean the issuance of a Construction Permit.
- 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**

- 7.4.1 If the Developer fails to complete the development after five (5) 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.
- 7.4.2 For the purpose of this section, completion of development shall mean the issuance of the first Occupancy Permit.
- 7.4.3 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, 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.

## **7.5 Discharge of Agreement**

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 Municipal Planning Strategy and Land Use By-law for Planning District 4, as may be amended from time to time.

## **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**

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.

---

a CA

---



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 \_\_\_\_\_  
Witness \_\_\_\_\_

SEALING, 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 \_\_\_\_\_

3232975 NOVA SCOTIA LIMITED

**Original Signed**

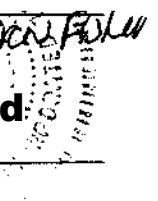
Per: \_\_\_\_\_  
PRESIDENT  
CHARLA ISNOR  
Per: \_\_\_\_\_



HALIFAX REGIONAL MUNICIPALITY

**Original Signed**

Deputy Mayor \_\_\_\_\_  
**Original Signed**  
Municipal Clerk



PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 9<sup>th</sup> day of July, A.D., 2014, before me, the subscriber personally came and appeared JACK BRYANT a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that 3232975 NOVA SCOTIA LIMITED, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

**Original Signed**

A Commissioner of the Supreme Court  
of Nova Scotia

**John Di Costanzo**  
A Barrister and Solicitor of the  
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 25<sup>th</sup> day of August, A.D., 2014, before me, the subscriber personally came and appeared LISA JOBB & SENA GOBELE the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that DAVID FINN DEPUTY SKM Mike Savage, Mayor, and Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

**Original Signed**

A Commissioner of the Supreme Court  
of Nova Scotia

**SHERRYLL MURPHY**  
A Commissioner of the Supreme  
Court of Nova Scotia

## **Schedule A**

ALL that certain lot of land containing 255 acres situate, lying and being in the County of Halifax and bounded as follows:

BEGINNING on the northwest side of the Road leading from Prospect to Halifax at the southeast angle of 55 acres granted to M. Leahy, relict of the late Edward Leahy;

THENCE running North 19 degrees West 33 chains and 50 links;

THENCE South 65 degrees 30 minutes West 25 chains;

THENCE South 19 degrees East 15 chains;

THENCE South 65 degrees 30 minutes West 20 chains;

THENCE North 8 degrees 30 minutes West 19 chains;

THENCE North 68 degrees East 98 chains and 50 links;

THENCE South 29 degrees East 42 chains;

THENCE South 68 degrees West 26 chains and 50 links;

THENCE North 29 degrees West 15 chains to the said Road;

THENCE southwardly by the same to the place of beginning; and being the same land granted to Edward J. Hartnett by Grant dated the 31st day of December, 1885, and recorded in the Registry of Deeds at Halifax, Nova Scotia, on the 5th day of May, 1886, in Grant Book No. 5, Page 135.

BEING AND INTENDED TO BE those lands conveyed by The Canada Permanent Trust Company, Trustee, to William H. Noonan and James E. Gould by Deed recorded at the Registry of Deeds at Halifax on the 26th day of November, 1945, in Book 902 at Page 539.

SAVING AND EXCEPTING THEREFROM the lands previously conveyed to the Public Service Commission by Deed recorded at the Registry of Deeds in Book 1716 at Page 311.

AND SAVING AND EXCEPTING THEREFROM the lands previously conveyed by Deed dated July 27th, 1951, from William H. Noonan et al to Reginald Mullins, recorded in the Halifax Registry of Deeds in Book 1137 at Page 37.

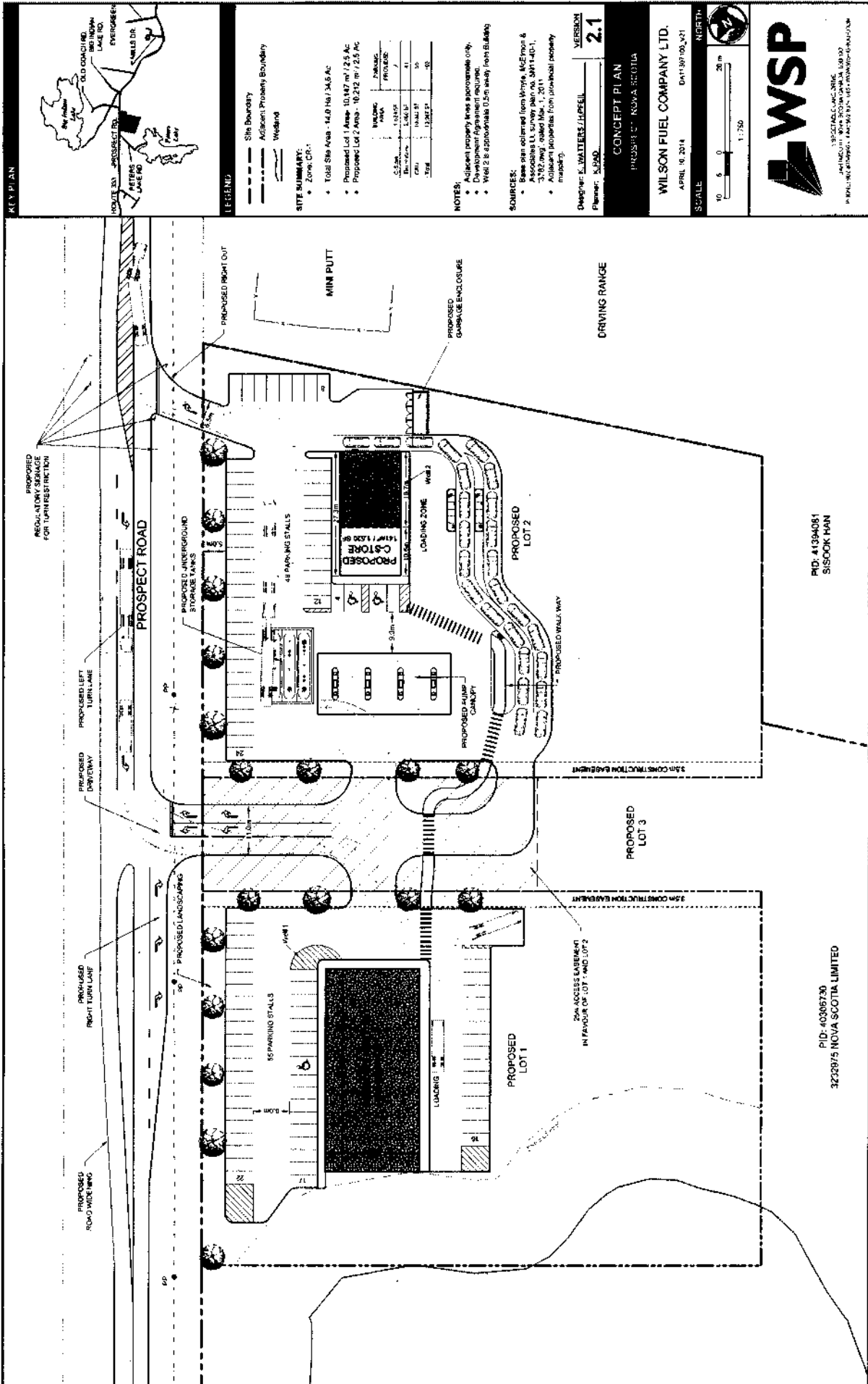
AND SAVING AND EXCEPTING THEREFROM the public roads known as the Prospect Road, the Old St. Margarets Bay Road, and the Old Coach Road.

Saving and excepting Lot 1 as shown on Registered Plan 103741824 recorded in the Land Registration Office for Halifax Regional Municipality.

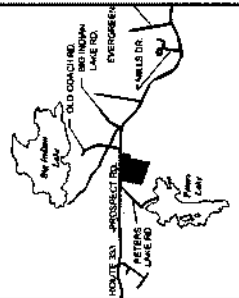
BEING AND INTENDED TO BE those lands conveyed by the Executor and Trustee under the Last Will and Testament of William H. Noonan to Imperial Investments Limited recorded in the Registry of Deeds at Halifax on the 17th day of October, 1974, in Book 2839 at Page 867 and re-recorded on the 21st day of August, 1975, in Book 2933 at Page 327, being Parcel No. 6 as therein described; said lands measuring 50 acres more or less and being all of that portion of the lands comprising Grant 15462 lying to the east of the Prospect Road.

Subject to a right-of-way as described in a right-of-way agreement dated September 25, 2013 and registered as Document number 103925393 in the Land Registration Office at Halifax.

---



AREA PLAN



LEGEND

- Site Boundary
- - - - - Adjacent Property Boundary
- Wetland

SITE SUMMARY:

- Zone: CR-1
  - Total Site Area - 14.0 HAI / 34.5 Ac
  - Proposed Lot 1 Area - 10,147 m<sup>2</sup> / 2.5 Ac
  - Proposed Lot 2 Area - 10,219 m<sup>2</sup> / 2.5 Ac
- | PARAMETER | PROPOSED              |
|-----------|-----------------------|
| AREA      | 10,147 m <sup>2</sup> |
| PERMITS   | 1                     |
| CR        | 10,219 m <sup>2</sup> |
| TOTAL     | 12,267 m <sup>2</sup> |

NOTES:

- Adjacent property lines approximate only.
- Wetland boundaries are approximate.
- Well 2 is approximately 0.5 m away from Building.

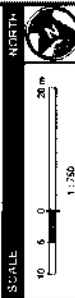
SOURCES:

- All dimensions are obtained from British Columbia & Associates U.S. survey plan no. 3481-140-1.
- 3,702 m<sup>2</sup> (8,600 sq. ft.) of land is owned by the Province of British Columbia.
- All adjacent properties from provincial property maps.

Designer: K. HALL/ERS/JURELL  
 Planner: S. D'AMORE  
 VERSION: 2.1

CONCEPT PLAN  
 PROSPECT RD - NOVA SCOTIA

WILSON FUEL COMPANY LTD.  
 APRIL 10, 2014  
 DATE: 09/09/2011



PROPOSED REGULATORY SERVICING FOR TURN RESTRICTION

PROPOSED ROAD WIDE WALKWAY

PROPOSED RIGHT TURN LANE

PROPOSED LEFT TURN LANE

PROPOSED DRIVEWAY

PROPOSED UNDERGROUND STORAGE TANKS

48 PARKING STALLS

PROPOSED STORE

LOADING ZONE

PROPOSED WALKWAY

PROPOSED GARBAGE ENCLOSURE

MINI PUTT

DRIVING RANGE

PROPOSED LOT 1

PROPOSED LOT 2

PROPOSED LOT 3

25M ACCESS EASEMENT IN FAVOUR OF LOT 1 AND LOT 2

25M CONSTRUCTION EASEMENT

25M CONSTRUCTION EASEMENT

25M CONSTRUCTION EASEMENT

25M CONSTRUCTION EASEMENT

25M CONSTRUCTION EASEMENT

PID: 41394081  
 SISOOK HAN

PID: 40305130  
 3232875 NOVA SCOTIA LIMITED

Case 18107: Schedule C - Building Elevations, Proposed Lot 1

