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Document #49521-1
B. 5749
P.1249 THIS AGREEMENT made this 25 day of Sept., 1990

BETWEEN:

APPROVED
AS TO FORM
Andy Souter

Joe K
B.6546
P. 1113

NORTH AMERICAN REAL ESTATE LIMITED,
a body corporate, in the County of
Halifax, Province of Nova Scotia,
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

CITY OF HALIFAX,
a municipal body corporate,
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Developer wishes to obtain permission
to construct a residential development at a site on the east
side of Northwest Arm Drive between St. Margaret's Bay Road
and Cowie Hill Connector, in the City, pursuant to Section
62B(1) of the Mainland part of the Land Use Bylaw;

AND WHEREAS a condition of the granting of approval
of Council is that the Developer enter into an agreement with
the City;

AND WHEREAS the Council of the City, at its meeting
on the 28th day of June, 1990, approved the said development
agreement to permit the construction of a residential
development, subject to the registered owner of the lands
described herein entering into this agreement;

17619 =
20332

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in
consideration of the granting by the City of the contract
development requested by the Developer, the Developer agrees
as follows:

1. The Developer is the registered owner of the lands
(hereinafter called the "Lands").
2. The Developer shall develop the lands substantially
in conformance with Plan(s) No. P200/17616, 17618, 17619,
17626, 17632 and 16573 filed in the City of Halifax
Development and Planning Department as Case No. 5419, and
shall not develop or use the lands for any other purpose. In
case of any conflict, Plan No. P200/17619 shall apply.

3. Land use in the development shall conform with the following:

- (a) Site A. Permitted use - 2 apartment buildings. Number of units - 156 two-bedroom units. Maximum height - 4 storeys with the exception that one building may be permitted to be of a height of 12 storeys.
- (b) Site B. Permitted use - 2 apartment buildings. Number of units - 110 two-bedroom units. Maximum height - 4 storeys.
- (c) Site C. Permitted use - 3 apartment buildings. Number of units - 221 two-bedroom units. Maximum height - 4 storeys with the exception that one building may be permitted to be of a height of 12 storeys.
- (d) Site D. Permitted use - 94 single family dwellings, 206 semi-detached, 119 townhouses.
- (e) Site E. Permitted use - 2 apartment buildings. Number of units - 130 two-bedroom units. Maximum height - 4 storeys.
- (f) Notwithstanding Clauses 3a to 3c, a variation in the number and type of units on each of Sites A, B, C and G may be permitted provided that the population density does not increase and provided that the maximum variation in number of units is 25 percent.
- (g) Notwithstanding clause 3(d), a variation in the location, number and type of units on Site D may be permitted provided that the population density does not increase and provided that the maximum increase in number of semi-detached and townhouse units is 10 percent.
- (h) Unless specifically indicated to the contrary by this agreement or by Plan No. 17619 of Case No. 5419, the R-1, R-2, R-2AN and R-4 provisions of the Land Use Bylaw, Mainland Area, shall apply to the single family, semi-detached, townhouse and apartment uses respectively.

491.25
Persons

- (i) A minimum of 35 percent of the required parking for the high rise 12 storey apartment buildings shall be located underneath the buildings.
- (j) All apartment buildings are required to set back a minimum of 50 ft. from Northwest Arm Drive.
- (k) Apartment buildings shall not be permitted within 100 feet of existing neighbourhoods.
- (l) Notwithstanding Clauses 3a to 3d inclusive, the maximum population density of the development shall be 26 ppa as defined on Plan P200/17619 - Stanley Park Master Plan - December 1989.
- (m) For the purposes of this agreement, population density shall be determined as follows:
- | | |
|-------------------------------|--------------|
| bachelor apartment - | 1 person |
| one bedroom apartment - | 2 persons |
| two bedroom apartments - | 2.25 persons |
| other apartments - | 3 persons |
| single family, semi-detached, | 3.15 persons |
| townhouse - | |
- (n) No single family or semi-detached uses shall be permitted on Osborne Street.
- (o) Where a lot has been built upon for a purpose authorized by this agreement, the building and attendant land use shall not be altered except through amendment of this agreement or under the authority of the Land Use Bylaw.
4. The development shall be subject to the tree retention specifications attached as Schedule "B".
5. Park E and the multi-purpose field shown on Plan No. P200/17619 shall be conveyed to the City by the Developer as the open space dedication for the development.
6. The upgrading of existing Osborne Street and Withrod Drive shall be brought forward in the City's Capital Budget to coincide with development of Phase Two of the project.

7. The parcel of land required to complete the connection of existing and proposed extension of Osborne Street shall be purchased by the City and the construction of the street over this parcel shall be the responsibility of the Developer.
8.
 - a) Notwithstanding Plan No. P200/17619, there shall not be any vehicular connection between Quarry Road and the development.
 - b) The Developer shall construct a pedestrian walkway within a 50 ft. wide right-of-way to be conveyed to the City between the south end of existing Quarry Road and proposed Keith Havill Drive.
9. Arm Drive which upgrading and intersection costs at Northwest responsibility of the Developer.
10. The Developer shall submit a detailed erosion and sediment control plan prior to any construction on the site. Such a plan will outline in detail the design of proposed sedimentation ponds, materials to be used, maintenance schedules and any other environmental control measures which may be required.
11. The maximum grade of streets located in any area where stormwater drains to Hail Pond shall be 6 percent.
12. Prior to construction abutting any environmentally sensitive area, the developer shall submit Plans which confirm that these areas, as identified within the Mainland South Secondary Planning Strategy, shall be protected.
13. The following additional environmental controls shall be undertaken by the Developer:
 - a) Sedimentation ponds will be installed at all storm water outfalls from the development leading to Hail Pond, Withrod Lake and Long Lake.
 - b) The Developer will monitor the water quality of Hail Pond and Withrod Lake in April, July and October of each year and submit test results to the City. This monitoring will continue for the duration of construction within the development site.

- c) Performance guarantees for environmental protection measures will be provided for all apartment building sites and for single family dwelling sites which abut Park E surrounding Hail Pond. The amounts of these bonds shall be \$100.00 per unit for the apartment buildings and \$1,000.00 for each of the single family dwellings.
- d) Prior to acceptance of the sedimentation ponds by the City, the Developer will provide an operations manual stating the required procedures to follow. Further, the Developer will monitor the effectiveness of the maintenance program which will be carried out by the City.
- e) Additional environmental controls, will be included as required, as covenants in deeds for properties within the development.
14. The Developer shall not commence any construction within the development until all requirements of the Subdivision Regulations and Bylaw have been complied with and the development has received final subdivision approval.
15. Phase Two of the development shall be commenced within 2 years, Phase Three within 4 years, Phase Four within 6 years and Phase Five within 10 years. The above times shall be measured from the date of final approval by Halifax City Council, or any other bodies as necessary, whichever approval is later, including applicable appeal periods. If the development has not commenced by the applicable time, then City Council may, by resolution, at its discretion, terminate this agreement in whole or in part and if such action is taken, all rights and obligations arising hereunder shall be at an end.
16. Notwithstanding any other provision of this agreement, the Developer shall not undertake or carry out any development on the lands which does not comply with all City of Halifax laws, including, without restricting the generality of the foregoing, the Building Code Ordinance and the Fire Prevention Ordinance and no permit shall be issued for any such development.

Time shall be of the essence of this agreement.

This agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto
set their hands and seals as of the day and year first above
written.

SIGNED, SEALED AND DELIVERED | NORTH AMERICAN REAL ESTATE
in the presence of | LIMITED

Original Signed Original Signed

Original Signed

Province of Nova Scotia
County of Halifax

I hereby certify that the within instrument
was recorded in the Registry of Deeds Office
at 3:00 o'clock
P.M., on the 10th day of Sept.
A.D. 1842.

Original Signed

FOR DEVELOPMENT AGREEMENT:

NORTHWEST ARM DRIVE

HALIFAX, NOVA SCOTIA

AGL that certain parcel or land on the northeastern side of Northwest Arm Drive in the City of Halifax, Province of Nova Scotia above as Parcel PSC-188 on a Plan/Servant, Dunbrack, McKenzie & Macdonald Ltd., Plan Number 71-38-0, of survey or Parcels PSC-188, PSC-18C, PSC-18D and Lot H, Consolidation and Subdivision of Lands Conveyed to Public Service Commission and Halifax and Lands Conveyed to Frederick J. Crasier and George L. Hinesmith signed by Terrence R. Dogue, N.S.L.S. dated January 15th, 1987 and described as follows :

BEGINNING on the eastern boundary of Northwest Arm Drive at the southwestern corner of Lot H;

THENCE S 86° 23' 35" E, 273.73 feet along the southern boundary of Lot H to the southeastern corner thereof;

THENCE N 03° 36' 25" E, 220.00 feet along the eastern boundary of Lot H to the southeastern corner of Lot J or the Subdivision of the Estate of E. L. Penarty,

of Lots 3 and 2 of the Subdivision of the Estate of E. L. Penarty limited;

THENCE S 76° 41' 55" E, 125.63 feet along the southern boundary of lands owned by Butler Bros. Limited and the southern boundary of Lot 1 of the subdivision of the Estate of E. L. Penarty to the southwestern corner of lands owned by Laurel J. Bradley;

THENCE S 75° 15' 40" E, 100.00 feet along the southern boundary of lands owned by Laurel J. Bradley and lands owned by Bruce C. and Rachelle N. D'Isack to the southwestern corner of Lot 7;

THENCE S 78° 53' 00" E, 171.72 feet along the southern boundaries of Lots 7, 7A and 8 of the Subdivision of E. L. Penarty Estate to the southwestern corner of lands owned by Frederick F. Green;

THENCE N 06° 31' 30" E, 166.00 feet along the southern boundary of lands owned by Frederick F. Green to the southwestern corner of Lot 4A of the Subdivision of E. L. Penarty Estate;

THENCE N 06° 11' 50" E, 79.40 feet along the southern boundary of E. L. Penarty Estate to a point thereon;

THENCE N 03° 24' 35" E, 166.00 feet along the eastern boundary of Lots 3A and 2 of the Subdivision of E. L. Penarty Estate and the northeastern corner of lands owned by Butler Bros. Limited to Lot 5 of the Subdivision of E. L.

THENCE S 06° 35' 25" E, 21.10 feet along the western boundary of Lot 5 to an angle therein;

THENCE S 04° 00' 00" E, 112.90 feet along the western boundary of Lot 5 to an angle therein;

THENCE N 03° 24' 35" E, 73.00 feet along the southern boundary of McPartridge, to the western boundary of lands owned by William

THENCE S 03° 30' 04" E, 139.24 feet along the western boundary of land owned by William McPartridge to an angle therein;

THENCE S 16° 51' 27" E, 144.23 feet along a western boundary of lands owned by William McPartridge to an angle therein;

THENCE S 84° 11' 48" E, 473.29 feet along a southern boundary of lands owned by William McPartridge to a northwestern boundary of Quarry Road (Private Right of Way);

THENCE S 28° 12' 06" W, 12.95 feet along said northeastern boundary to an angle therein;

THENCE S 22° 03' 57" W, 45.33 feet along a western boundary of Quarry Road (Private Right of Way) to an angle therein;

THENCE S 13° 20' 53" W, 69.77 feet along a western boundary of Quarry Road (Private Right of Way) to an angle therein;

THENCE S 09° 45' 10" W, 43.49 feet along a western boundary of Quarry Road (Private Right of Way) to the northeastern corner of Lot 1;

THENCE N 87° 31' 40" W, 100.00 feet along the northern boundary of Lot 1 to an angle therein;

THENCE S 04° 52' 20" W, 30.00 feet along the western boundary of Lot 1 to an angle therein;

THENCE S 07° 31' 40" E, 100.00 feet along the southern boundary of Lot 1 to a western boundary of Quarry Road (Private Right of Way);

THENCE S 00° 01' 00" E, 40.77 feet along a western boundary of Quarry Road (Private Right of Way) to an angle therein;

THENCE S 01° 06' 00" N, 131.11 feet along a western boundary of Quarry Road (Private Right of Way) to an angle therein;

THENCE S 05° 08' 50" W, 163.56 feet along a western boundary of Quarry Road (Private Right of Way) to its intersection with a southern boundary of Herbert Road (Private Right of Way);

THENCE S 79° 09' 10" E, 236.50 feet along said southern boundary to an angle therein;

THENCE N 10° 50' 50" E, 166.00 feet along the eastern boundary of Herbert Road (Private Right of Way) and the eastern boundary of Lot 3 of the E.L. Farney Subdivision to the southern boundary of Lot 30 of the Kaddy Subdivision;

THENCE S 79° 09' 10" E, 429.26 feet along the southern boundaries of Lots 30, 31, 32, 33, 34 and 35 of the Kaddy Subdivision and the southern boundary of Portlance Block A to the most northern corner of Lot A-1;

THENCE S 63° 22' 28" W, 497.51 feet along the northeastern boundary of Lot A-1 to the most western corner thereof;

THENCE S 53° 51' 34" E, 1,204.06 feet along the southwester boundary of Lot A-1, Block P and lands now or formerly owned by Radcliffe Heights Land Company Limited to an angle therein;

THENCE S 65° 23' 10" E, 318.33 feet along a southeastern boundary of lands now or formerly owned by Rockcliffe Heights Land Company limited to a northeastern boundary of Withrod Drive;

THENCE S 34° 51' 00" W, 88.43 feet along said northwestern boundary to the most eastern corner of Lot 3;

THENCE N 65° 23' 10" W, 150.00 feet along the northeastern boundary of Lot 3 to the most northern corner thereof;

THENCE S 34° 51' 00" W, 100.00 feet along the northwestern boundaries of Lots 3 and 4 to the most western corner of Lot 4;

THENCE S 65° 23' 10" E, 150.45 feet along the southwestern boundary of Lot 4 to a northwestern boundary of Withrod Drive;

THENCE S 31° 06' 00" W, 221.21 feet along a northwestern boundary of Withrod Drive to an angle thereof;

THENCE S 66° 24' 00" E, 92.17 feet along the southwestern boundary to the most northern corner of Fairview Avenue;

THENCE S 39° 19' 10" W, 101.35 feet along the northeastern boundary of Lot 14 to the most western corner thereof;

THENCE S 52° 25' 21" E, 100.00 feet along the southwestern boundaries of Lots 14 and 13 to the most northern corner of Lot 9;

THENCE S 39° 19' 10" W, 200.00 feet along the northeastern boundaries of Lots 9, 8 and "S" to the most western corner of Lot 8;

THENCE S 52° 25' 21" E, 49.00 feet along a southwestern boundary of Lot "S" to the northwestern boundary of Lot P-Y;

THENCE S 39° 19' 10" W, 30.00 feet along said northwestern boundary to an angle therein;

THENCE S 52° 25' 21" E, 101.00 feet along the southwestern boundary of Lot P-Y to the most southern corner thereof;

THENCE N 39° 19' 10" E, 30.00 feet along the southeastern boundary of Lot P-Y to the southwestern boundary of Mountain Road;

THENCE S 52° 25' 21" E, 20.00 feet along the southwestern boundary of Mountain Road to an angle therein;

THENCE N 39° 19' 10" E, 299.15 feet along the southwestern boundary of Mountain Road to the most western corner of portion of THENCE S 50° 16' 55" E, 176.01 feet along the southwestern boundary of portion of Lot 45 to the most southern corner thereof;

THENCE N 39° 43' 05" E, 305.33 feet along the southeastern boundaries of portion of lot 45 and Lots 44, 43, 42, 41, 40 and 39 to a vertex corner of Cowie Hill Road on the southeastern boundary of Lot 39;

THENCE S 50° 44' 00" E, 14.96 feet along a southwestern boundary
of Cowie Hill Road to a point of curvature;

THENCE southerly on a curve to the left which has a radius of
1,067.00 feet for a distance of 14.50 feet along a curved western
boundary of Cowie Hill Road to its intersection with a
northeastern boundary of Cowie Hill Connector to a point of curvature;

THENCE S 46° 22' 23" W, 14.34 feet along said northeastern
boundary to an angle therein;

THENCE N 89° 25' 58" W, 222.25 feet along a northern boundary of
Cowie Hill Connector to a point of curvature;

THENCE westerly on a curve to the left which has a radius of
375.00 feet for a distance of 209.46 feet along a curved northern
boundary of Cowie Hill Connector to a point of curvature;

THENCE S 58° 33' 51" W, 167.88 feet along the northeastern
boundary of Cowie Hill Connector to the most eastern corner of
Parcel PSC-18C;

THENCE N 73° 32' 00" W, 24.68 feet along the northeastern boundary of
Parcel PSC-18C to an angle therein;

THENCE N 29° 21' 00" W, 36.62 feet along the northeastern
boundary of Parcel PSC-18C to an angle therein;

THENCE S 60° 29' 00" W, 35.59 feet along the northeastern
boundary of Parcel PSC-18C to an angle therein;

THENCE N 73° 32' 00" W, 67.39 feet along the northern boundary of
Parcel PSC-18C to the curved northeastern boundary of Northwest
Arm Drive;

THENCE northwesterly on a curve to the left which has a radius of
2,944.13 feet for a distance of 154.44 feet along the curved
northeastern boundary at Northwest Arm Drive to a point of
curvature;

THENCE N 36° 49' 21" W, 384.55 feet along a northeastern boundary
of Northwest Arm Drive to an angle therein;

THENCE N 52° 10' 39" E, 20.00 feet along a southeastern boundary
of Northwest Arm Drive to an angle therein;

THENCE N 36° 49' 21" W, 500.00 feet along a northeastern boundary
of Northwest Arm Drive to an angle therein;

THENCE S 53° 10' 39" W, 20.00 feet along a northeastern boundary
of Northwest Arm Drive to an angle therein;

THENCE N 36° 49' 31" W, 51.26 feet along a northeastern boundary of Northwest Arm Drive to a point of curvature;

THENCE northeasterly on a curve to the left which has a radius of 1,512.02 feet for a distance of 714.92 feet along a curved northeastern boundary of Northwest Arm Drive to a point of curvature;

THENCE N 63° 54' 48" W, 948.92 feet along a northeastern boundary of Northwest Arm Drive to a point of curvature;

THENCE northeasterly on a curve to the right which has a radius of 2,086.63 feet for a distance of 202.85 feet along a curved northeastern boundary of Northwest Arm Drive to a point of curvature, said curve having a radial bearing of S 82° 13' 12" W;

THENCE northerly on a curve to the right which has a radial bearing of S 38° 05' 21" W and which has a radius of 875.37 feet for a distance of 675.71 feet along a curved eastern boundary of Northwest Arm Drive to a point of curvature, said curve having a radial bearing of S 82° 19' 59" W at this point;

THENCE northerly on a curve to the right having a radial bearing of S 86° 34' 50" W and which has a radius of 2,086.63 feet for a distance of 202.85 feet along a curved eastern boundary of Northwest Arm Drive to a point of curvature;

THENCE N 04° 20' 50" E, 296.98 feet along an eastern boundary of Northwest Arm Drive to the place of beginning.

EXCEPTING THEREUPON Lots 1, 2 and 3 and Parcel A as shown on a plan (Surveyor, Dubrack, McKenzie & Macdonald Ltd., Plan No. 14-307-B) of survey of Lots 1 to 3 incl. and Parcel A, Plan No. 14-308-01 of survey of Lots 1 to 3 incl. and Parcel A, Stanley Park, Subdivision of Parcel PSC-18B, and Portion of Parcel PSC-18A, Lands Conveyed to North American Real Estate Limited, signed by Terrence R. Doogue, N.S.L.S. dated March 10th, 1987, signed by Terrence R. Doogue, N.S.L.S. dated July 13th, 1987, approved by the Development Officer for the City of Halifax August 11th, 1987.

EXCEPTING ALSO THEREUPON Lots 202, 203, 204 and 205, Parcel B and Parcel C as shown on a plan (Surveyor, Dubrack, McKenzie & Macdonald Ltd., Plan No. 14-307-B) of survey of Lots 206 to 205, PSC-18D and Portion of Parcel PSC-18B, Lands Subdivision of Parcel American Real Estate Limited, signed by Terrence R. Doogue, N.S.L.S. dated July 13th, 1987, approved by the Development Officer for the City of Halifax August 11th, 1987, and 213 as shown on a plan (Surveyor, Dubrack, McKenzie & Macdonald Ltd., Plan No. 14-307-F) of survey of Lots 206 to 213, Lands Subdivision of Parcel PSC-18C, Lands Conveyed to North American Real Estate Limited, signed by Terrence R. Doogue, N.S.L.S. dated July 23rd, 1988, approved by the Development Officer for the City of Halifax October 25th, 1988. Excepting also Parcel F as shown on the above referred to Plan No. 14-307-F.

EXCEPTING ALSO TRACTS LOTS 4, 5, 6, 7, 8, 9, 10, 11, 12, 13,
14, 15,
16, 17, 18 and Parcel K as shown on a Plan (Survey)
of Lots
to 18 Inclusive & Macdonald Ltd. Plan No. 14-308A-01
Subdivision of Portion of Parcel
American Real Estate Limited signed by Terrence E. Doopue,
N.S.L.S. dated April 26th, 1986 approved by the Development
Manager for the City of Halifax April 22nd, 1986. Excepting also
Herbert Road Extension as shown on the above referred to Plan No.
14-308A-01.

THE above described, Remaining portion of Parcel PSC-1083
containing an area of 13.25 hectares more or less excluding Hill
Pond.

HLL bearings are Nova Scotia Coordinate Survey
bearings and are referred to Central Meridian, 64° 30' E.

Original Signed

Stanley ParkTree Retention SpecificationsForward

This specification is comprised of three sections. Section 1 includes general guidelines to be followed for the protection of existing trees. Section 2 contains specific regulations to be applied at the time of construction of streets, parking lots, and services within the subdivision. Section 3 contains specific regulations to be applied at the time of the individual site development of lots within the subdivision.

Through this specification, the term "Landscape Inspector" shall be defined as being the designated representative of the City of Halifax who has knowledge of the tree retention requirements of Stanley Park.

Section 1 - General

1. Healthy deciduous or coniferous tree with a trunk diameter of 6 (six) inches or more shall be designated for protection based on their capability for retention. Capabilities for retention will be assessed based on the ability to retain existing grades, health and sensitivity of the tree species(s) to disturbance, design value, and other factors that may arise.
2. No tree should be destroyed or altered until the location and design of the buildings and roadway system has been made.
3. Tree retention plans shall be provided by the Developer with the Building Permit Application for each of the individual sites. The plan shall indicate the location of each of the trees designated as capable of being retained. The plan shall indicate which of the trees cannot be retained because of structure, location, access and service installation (due consideration for tree retention must have a bearing on the designated trees beyond the specified area). At least 50% of the indicated in section 3.2.2 must be maintained or replaced.
4. If, for any reason, damage occurs to trees designated for protection or their root system, repairs shall be undertaken immediately by an approved tree surgeon. Roots exposed and/or damaged during grading operations shall immediately be cut off cleanly inside the exposed or damaged area, cut surfaces painted with approved tree paint, and topsoil spread over the exposed area.

2.0 Residential Site B, Detached and Semi-detached Houses and Town Houses

2.1 The location of residential site D is shown on the Master Plan.

2.2 Trees will be permitted to be removed from the area based on the following condition:

- 2.2.1 As required, in order to obtain construction access to building.
- 2.2.2 As required, for construction of service laterals to the building.
- 2.2.3 As required, in order to achieve the proper finish grades around the completed buildings.
- 2.2.4 As required, to excavate the foundation of the house - foundation dimension plus 10 feet.

2.3 Notwithstanding any of the above, no tree shall be removed solely for the sake of convenience or expediency.

2.4 Trees shall not be removed as a means to create storage areas.

2.5 All disturbed areas on the front and side of lots shall be finish graded and sodded. The driveway shall be gravelled. All undisturbed areas on the rear lot shall be rough graded to 15 (fifteen) feet of the foundation.

3.0 Specimen Tree

3.1 A large white pine tree indicated on the Master Plan by the symbol * is designated a specimen tree and shall be fully protected from disturbance and damage.

3.2 In order to ensure the continued good health of this tree it shall have dead wood removed, scars tested, feeding and pruning where necessary. Surrounding shall be removed in order to favour proper growth and other conservation measures be employed as necessary.

4.0 All areas designated for tree protection shall be fenced and out of bounds signs erected. No unnatural materials, whatsoever (machinery, lumber, can, liquid wastes, garbage, etc.) shall be permitted within these areas.

5.0 If, for any reason, damage occurs to trees designated for protection, or their root system, repairs shall be undertaken immediately by an approved tree surgeon. Roots exposed and/or damaged during grading operations shall immediately be cut off cleanly inside the exposed or damaged area, cut surfaces painted with approved tree paint, and topsoil spread over the exposed root area.

Section 2 - Construction of Streets, Services and Parking Lots

1. No construction operation shall take place beyond the lines of the streets within the subdivision, or beyond easement boundaries, or beyond parking lot boundaries, with the exception of approved storage areas or as noted on the approved engineering drawings.
2. Individual trees or groups of trees designated for protection and located within 25 feet of any street line or easement boundary shall be protected with snow fencing securely posted. No unnatural materials whatsoever (machinery, lumber, cans, liquid wastes, garbage cans, etc.) shall be permitted within these areas. Tree protection shall remain until planting work is started and then be removed.
3. The contractors shall identify any trees which should be removed for safety reasons and these shall be removed upon the approval of the Landscape Inspector.
4. Trees shall not be removed as a means to create storage areas.
5. Storage areas may be permitted with the prior approval of the Landscape Inspector. Such areas may be located where there is small concentrations of mature specimen's or within proposed parking areas as indicated on the approved engineering drawings.
6. Fires for any reason shall not be made within 50 feet of any trees designated for protection and shall be limited in size and kept under constant surveillance.
7. If there is any violation to these regulations, the Landscape Inspector may issue a stop work order to remain in effect until the violation is corrected.

Section 3 - Site Development1.0 Residential Sites A, B, C and G - Apartments

- 1.1 The location of sites A, B, C and G are shown on the Master plan.
- 1.2 Excavation for buildings on these sites shall not extend 10 (ten) feet beyond the actual building site. The working area shall be reduced where there exists a tree or trees worthy and capable of retention. Such determination will be made on-site prior to excavation by an appointed Assessor or Landscape Architect in consultation with the contractor and the Landscape Inspector. Capability of retention will be assessed based upon the ability to retain or protect existing grades, health, and the sensitivity of the tree species(s) to disturbance, design value, and any other factors that may arise.

6.0 Fires for any reason shall not be made within 50 feet of any trees designated for protection and shall be limited in size and kept under constant surveillance.

7.0 Trees which are designated to be retained are not to have the ground disturbed beneath them unless special precautions are taken in accordance with the species of the tree. In General, the vital roots in the top 6 inches of soil under the tree can neither be cut nor buried. If cutting of grade is planned around the tree, it will be necessary to construct a retaining wall or otherwise terrace the ground around the tree at the drip line so that it remains at its original level. If filling is to be done around the tree, a drywell must be constructed at, or beyond, the drip line.

8.0 If there is any violation to these regulations, the Landscape Inspector may issue a stop work order to remain in effect until the violation has been corrected.

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 21st day of September, A.D., 1990,
before **Original Signed**, personally came and appeared
the subscriber, a subscribing witness to
duly sworn, made oath and said that NORTH AMERICAN REAL
ESTATE LIMITED, one of the parties thereto, caused the same
to be executed and its Corporate Seal to be thereunto affixed
by the hands of its duly authorized officers in his
presence.

Original Signed

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

A Barrister of the Supreme
Court of Nova Scotia

ON THIS day of
before me, the subscriber personally came and appeared
within and the foregoing Indenture, a subscribing witness to the
duly sworn, made oath and said that the City of Halifax, one
of the parties thereto, caused the same to be executed and
its Corporate Seal to be thereunto affixed by the hands of
Ron Wallace, its Mayor, and E. A. Kerr, its City Clerk, its
duly authorized officers in her presence.

A Barrister of the Supreme Court
of Nova Scotia

CASE : 1st ADA

1249

5419

26934

1995

THIS AMENDING AGREEMENT made this 7th day of July,

1995 BETWEEN:
NORTH AMERICAN REAL ESTATE LIMITED
a body corporate, in the County of
Halifax, Province of Nova Scotia,
hereinafter called the "Developer")

OF THE FIRST PART

- and -

CITY OF HALIFAX,
a municipal body corporate,
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS the Parties have previously entered into a development agreement for the Stanley Park Residential Development pursuant to Section 62B (1) of the Mainland part of the Land Use Bylaw recorded at the Registry of Deeds in Book 4985 at Page 112 hereinafter called the "Agreement".

AND WHEREAS the Developer has requested an amendment to the Agreement;

AND WHEREAS the Council of the City, at its meeting on the 11th day of May, 1995, approved the requested amendment;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the City of the amendments requested by the Developer, the Developer agrees as follows:

1. All references within the Agreement to Plan No's. P200/17619, 17618 and 17626 respectively shall be replaced by Plan Nos P200/20332, 20333 and 20334 respectively filed in the City of Halifax Development and Planning Department as Case No. 5419.
2. Clause 3(d) of the agreement shall be amended to read:
EK
Site D. Permitted use - 71 R-1 single family dwellings, 163, R-0 small lot single family dwellings, 146 semi-detached, 24 townhouses.
3. In addition to the residential uses noted in Clause 3 above, the following commercial uses shall be permitted

Within site D at the corner of Northwest Arm Drive and Osborne Street as shown on Plan P200/20332:

- (a) A service station containing a maximum of 3,300 square feet of gross area on the north side of Osborne Street.
 - (b) A free standing building containing a maximum of 2,400 square feet of gross area on the south side of Osborne Street.
 - (c) A building containing a maximum of 26,400 square feet of gross area for ground floor retail uses and a maximum of 11,200 square feet of gross area of second floor office uses.
 - (d) Notwithstanding clauses b and c, the gross retail area of either of the commercial buildings on the south side of Osborne Street may be increased by up to 1,200 square feet provided that the gross retail area of the remaining building is reduced by an equivalent amount.
4. The R-0 uses shall comply with the R-1 provisions of the Land Use Bylaw - (mainland area) with the following exceptions:
- i) minimum lot frontage - 32.5 feet
 - ii) minimum lot area - 3250 square feet
 - iii) side yards - 0 feet on one side and 12 feet on opposite side with a minimum of 12 feet between buildings.
 - iv) When a lot fronts on the outer side of a curve in the street, the minimum frontage may be reduced to not less than 21 feet.
 - v) Notwithstanding Section 7(1) of the Land Use Bylaw - Mainland Area, eaves and soffits, gutters and drains, window sills and ledges, siding, ventilation covers and footings may encroach over lot lines to a maximum of 2 feet, provided that proper easements between adjacent landowners for the encroachments and for maintenance purposes are in place.

5. The commercial uses shall comply with the C-2A provisions of the Land Use Bylaw, (mainland areas).
 6. (a) There shall be a minimum setback of 20 feet between the commercial building and the rear of single dwelling lots on street A.
 - (b) A six foot high solid board fence shall be constructed along the back of the single family dwelling lots on street A abutting the commercial area.
 7. A semi-detached dwelling shall be permitted on Herbert Road on a lot containing a frontage of 25 feet as shown on Plan No. P200/20339.
 8. (a) Public parking for users of the multi-purpose recreational field shall be permitted at all times for the 20 parking spaces at the south end of the commercial lot on the south side of Osborne Street.
 - (b) Park users shall be permitted to use remaining parking spaces except those immediately adjacent to the buildings at any time during non-business hours.
 - (c) Notwithstanding Clause 8(a) and (b) the following conditions shall apply:
 - (i) No park user vehicles shall be parked in the parking lot between midnight and 6 a.m.
 - (ii) Park user vehicles shall not be left in the parking lot during a snowstorm nor for period following a snowstorm until snow clearing operations have been completed.
 - (d) The developer shall be responsible for implementation of the conditions of clause C.
9. Notwithstanding Clause 3(n) of the agreement, one semi-detached dwelling shall be permitted on Osborne Street as shown on Plan No. P200/20332.
10. Notwithstanding Clause 5 of the agreement, the following open space dedication shall be conveyed to the City by the Developer:
- (a) The boundaries of Hall Pond Park (Park E) shall be as shown on Plan P200/20332 with an approximate area of 10.5 acres.

- (b) The multi-purpose field shall be expanded by an area of approximately 0.7 acres shown as 2C on Plan No. P200/20332.
- (c) The Hail Pond Park shall be expanded to the south by an area of approximately 0.76 acres shown as 2B on Plan No. P200/20332.
- (d) The Developer shall be responsible for the construction of a crusher dust pathway within a linear park of a width not less than 20 feet, between the multi-purpose field and Hail Pond Park to specifications satisfactory to the Development Officer.
11. The linear park between the multi-purpose field and Hail Pond Park shall contain landscaped buffering to screen it from adjacent parking areas comprised of at least one large growth tree every 60 feet with landscape shrubs or bushes between the major trees at spacing not exceeding 12 feet.
12. Clause 13(c) of the Agreement shall be amended to include the requirement for environmental performance guarantees for development of the commercial sites in the amount of \$4,000 per acre.
13. The Developer shall be responsible to obtain the necessary easement across a property abutting St. Margaret's Bay Road to enable the installation of a gravity sewer system. If necessary, the City will provide expropriation assistance to obtain this easement but the Developer shall be responsible for all costs.
14. (a) The Developer shall convey Parcel A to the owners of lot 195B and parcel B to the owners of lot 196A as shown on Plan P200/20340 to provide proper street frontage on Tamarack Drive.
- (b) The Developer shall install concrete curb and gutter and sodding on Tamarack Drive between lots 195B and 196A to properly complete Tamarack Drive in this area.
15. Clause 15 of the Agreement shall be amended as follows:
- Phase 3 of the development shall be commenced within one year, Phase 4 within three years and Phase 5 within 6 years. The above times shall be measured from the date of final approval of this amending agreement by Halifax City Council, or any other bodies as necessary, whichever approval is later, including applicable appeal periods. If the

development has not commenced by the applicable time, then City Council may, by resolution, at its discretion, terminate this agreement in whole or in part and if such action is taken, all rights and obligations arising hereunder shall be at an end.

16. a) For the construction of streets and services within remaining phases of the development, Quarry Road and Herbert Road shall not be used for access to the site by construction vehicles.
 - b) All non mercantile lumber cleared from the site shall be chipped and the chips stockpiled for spreading over the land for environmental protection purposes. No burning of cleared material shall be done on site.
 17. All other terms and conditions of the Agreement remain in full force and effect.
- Time shall be of the essence of this amending agreement. This amending agreement shall be binding upon the parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) NORTH AMERICAN REAL ESTATE LIMITED

Original Signed Original Signed

County of Halifax

I hereby certify that the within instrument was recorded in the Office of Deeds Office at 3:02 o'clock P.M., on the 21st day of July 1995 A.D., in Book No. 5749 at Pages 124 - 1254.

Original Signed

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 5th day of July, A.D., 1995,
before me, the subscriber personally came and appeared
John Kerr, a subscribing witness to the within
and foregoing Indenture, who, having been by me duly sworn,
made oath and said that NORTH AMERICAN REAL ESTATE LIMITED,
one of the parties thereto, caused the same to be executed
and its Corporate Seal to be thereunto affixed by the hands
of its duly authorized officers in his presence.

Original Signed

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 7th day of July, A.D., 1995,
before me, the subscriber personally came and appeared
John Kerr, a subscribing witness to the within
and the foregoing Indenture, who, having been by me duly
sworn, made oath and said that the City of Halifax, one of
the parties thereto, caused the same to be executed and its
Corporate Seal to be thereunto affixed by the hands of Walter
Adams, Postmaster, and E. A. Kerr, its City Clerk, its
duly authorized officers in his presence.

Original Signed

Halifax County Registry of Deeds	10770	6546	113-WL
Document #	Book	Page	
I certify that this document was registered as shown here.	APR 17 2000	2:02	
Adriane D'Con	Vol 100	Time	

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2nd ADA

THIS AMENDING AGREEMENT made this 4 day of April, 2000 BETWEEN:

Aug 6 2008
X of 1003 2000

UNITED GULF DEVELOPMENTS LTD.

a body corporate, in the County of
Halifax, Province of Nova Scotia,
hereinafter called the "Developer")

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,
(hereinafter called the "City")

OF THE SECOND PART

WHEREAS North American Real Estate Limited and the City of Halifax have previously entered into a development agreement for the Stanley Park Residential Development pursuant to Section 62B (1) of the Mainland part of the Land Use Bylaw recorded at the Registry of Deeds in Book 4985 at Page 132 (hereinafter called the "Existing Agreement").

AND WHEREAS the Existing Agreement was subsequently amended on May 11, 1995, the said agreement being recorded at the Registry of Deeds at Halifax in Book 5749 at pages 1249 - 1254 (hereinafter called the "First Amending Agreement").

AND WHEREAS North American Real Estate Limited has conveyed certain properties within the Stanley Park Residential Development to the developer.

AND WHEREAS the Developer has requested an amendment to the First Amending Agreement;

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality, at its meeting on the 14th day of February, 2000, approved the requested amendment, referenced as Municipal Case Number 001083.

APPENDIX
AS TO PPS
Munro & Sonnen

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

1. Clause 15 of the Amending Agreement shall be amended as follows:

Notwithstanding plan P200/20334 of case 5419, phasing shall be as shown on plan 001 of Case 00183, attached, as Schedule 1, to this agreement. Phase 4 of the development shall be commenced by June 9, 2001. Phase 5 of the development shall be commenced by June 9, 2003. Phase 6 of the development shall be commenced by June 9, 2005. If the development has not commenced by the applicable time, then Chebucto Community Council may, by resolution, at its discretion, terminate this agreement in whole or in part and if such action is taken, all rights and obligations arising hereunder shall be at an end.

2. All other terms and conditions of the Existing and Amending Agreements remain in full force and effect.

Time shall be of the essence of this amending agreement.

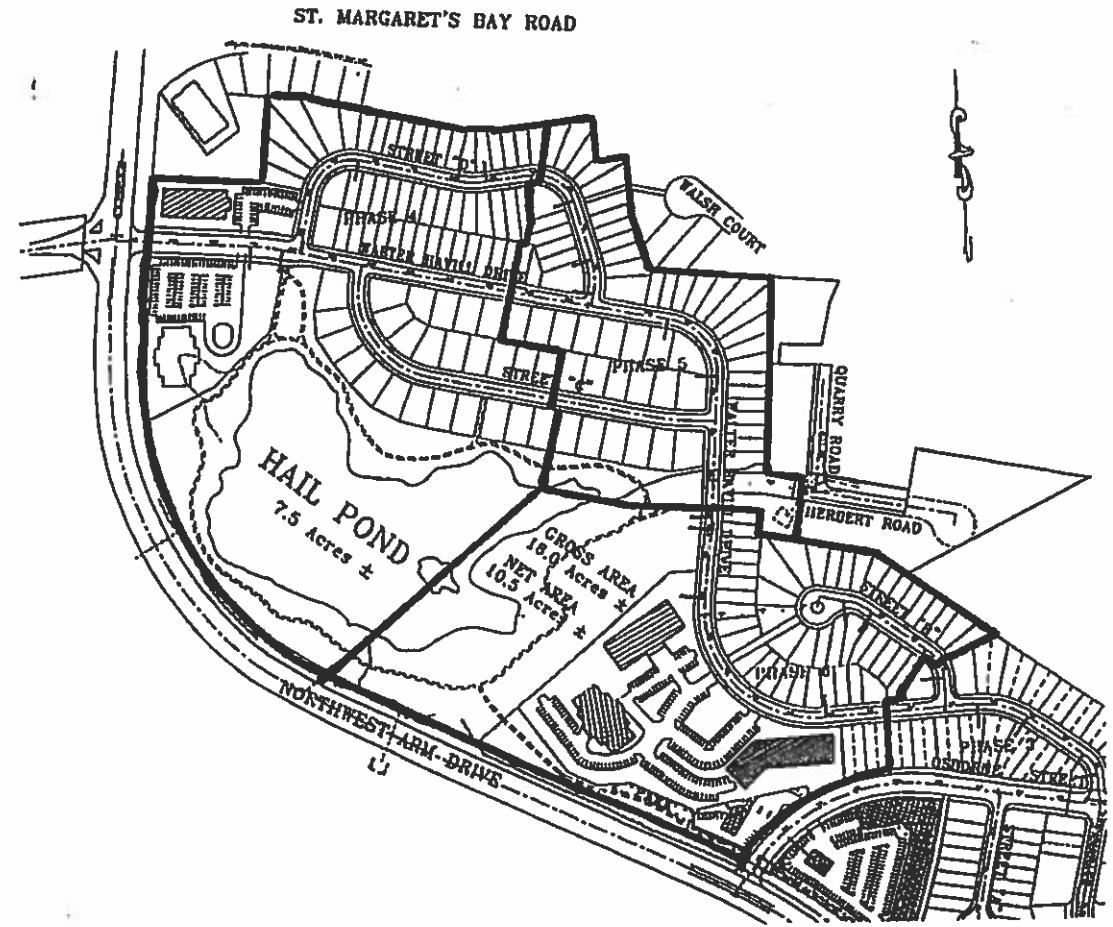
This amending agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) UNITED GULF DEVELOPMENTS LTD
)

Original Signed

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HALIFAX

Schedule 1

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PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 22 day of March, A.D., 2000, before me, the subscriber personally came and appeared F&M Services, a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that UNITED GULF DEVELOPMENTS LIMITED, one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 1 day of April, A.D., 2000, before me, the subscriber personally came and appeared F&M Services, a subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereto affixed by the hands of Walter Fitzgerald, its Mayor, and Vi Carmichael, its Municipal Clerk, its duly authorized officers in his presence.

Original Signed

15

Halifax County Registry or Deeds 5452 6708 1003-105
I certify that this document
was registered as shown here.
ED Arlene Dean Registar
Document # FEB 20 2001 11:57:00 AM
Book # 994 Page 1001

CKSE
1603 00317 : 3rd
APR

BETWEEN:

UNITED GULF DEVELOPMENTS LTD
a body corporate, in the County of
Halifax, Province of Nova Scotia,
hereinafter called the "Developer")

THIS AMENDING AGREEMENT made this day of . 2001.

• and •

HALIFAX REGIONAL MUNICIPALITY,
a municipal body corporate,
(hereinafter called the "City")

OF THE FIRST PART

APPROVED
AS TO FORM
Municipal Auditor

WHEREAS North American Real Estate Limited and the City of Halifax have previously entered into a development agreement for the Stanley Park Residential Development pursuant to Section 62B (1) of the Mainland part of the Land Use Bylaw, recorded at the Registry of Deeds in Book 4985 at Page 132 (hereinafter called the "Existing Agreement").

LSA

AND WHEREAS the Existing Agreement was subsequently amended on May 11, 1995, the said agreement being recorded at the Registry of Deeds at Halifax in Book 5749 at pages 1249 - 1254 (hereinafter called the "First Amending Agreement").

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2MK.

AND WHEREAS the First Amending Agreement was subsequently amended on February 14, 2000, the said agreement being recorded at the Registry of Deeds at Halifax in Book 6346 at pages 1113 - 1116 (hereinafter called the "Second Amending Agreement").

AND WHEREAS North American Real Estate Limited has conveyed certain properties within the Stanley Park Residential Development to the Developer.

AND WHEREAS the Developer has requested a further amendment to the First Amending Agreement, to revise the sideyard requirements for single detached lots;

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality, at its meeting on the 15th day of January, 2001, approved the requested amendment, referenced as Municipal Case Number 00317.

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

1. Section 3 of the Existing Agreement is amended by adding clause (ha) as follows:

Notwithstanding Clause 3(h), above and Clause 4(iii) of the First Amending Agreement, for the area shown as phases 4, 5 and 6 on Schedule 1 of the Second Amending agreement, a minimum side yard of four feet may be permitted on one side of each single family dwelling located on a lot having a minimum area of 4,000 square feet and a minimum frontage of 40 feet, provided that a minimum distance of 12 feet is maintained between dwellings.

2. All other terms and conditions of the Existing, First and Second Amending Agreement remain in full force and effect.

Time shall be of the essence of this amending agreement.

This amending agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) UNITED GULF DEVELOPMENTS LTD

Original Signed

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

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ON THIS 7th day of September, A.D., 2001, before me, the subscriber personally came and appeared Sir Michael J. L. Kelly, a subscribing witness to the foregoing Agreement, who having been by me duly sworn, made oath and said that UNITED GULF DEVELOPMENTS LIMITED, one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 5 day of January, A.D., 2001, personally came and appeared before me, the subscriber witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Halifax Regional Municipality, by its officer, Mayor Peter Kelly and Vice Mayor Jane C. Nauß, in her presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

JANE C. NAUSS

A Commissioner of the Supreme Court
of Nova Scotia

CASE : 4th
00582 ADA

395

THIS AMENDING AGREEMENT made this 9 day of September, 2003

2003

BETWEEN:

UNITED GULF DEVELOPMENTS LIMITED,

a body corporate, in the County of
Halifax, Province of Nova Scotia,
(hereinafter called the "Developer")

46473 Book 234 Pages
775 395 - 397
Sept 12/03 - and -
May 20, 2003

- and -

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS North American Real Estate Limited and the City of Halifax have previously entered into a development agreement for the Stanley Park Residential Development pursuant to Section 62B(1) of the Mainland part of the Halifax Land Use bylaw recorded at the Registry of Deeds in Book 4985 at Page 132 (hereinafter called the "Existing Agreement");

AND WHEREAS the Existing Agreement was subsequently amended on May 11, 1995,
(hereinafter called the "First Amending Agreement");

AND WHEREAS the First Amending Agreement was subsequently amended on
February 14, 2000, the said agreement being recorded at the Registry of Deeds in Book 6546 at
Pages 1113 - 1116 (hereinafter called the "Second Amending Agreement")

AND WHEREAS the First Amending Agreement was subsequently amended on January
15, 2001, the said agreement being recorded at the Registry of Deeds in Book 6708 at Pages
1003 - 1005 (hereinafter called the "Third Amending Agreement")

AND WHEREAS North American Real Estate Limited has conveyed certain properties
within the Stanley Park Residential Development to the developer;

AND WHEREAS the Developer has requested a further amendment to the "Existing
Agreement";

AND WHEREAS the Chebucto Community Council of Halifax Regional Municipality,
at its meeting on the 25th day of August, 2003, approved the said agreement to permit the
transfer of allowable unit density to apartment sites A and C without increasing the overall
density permitted in the development (Municipal Case No. 00582);

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

- 1) Clause 3(I) of the Existing Agreement shall be amended to read as follows:

(I) Notwithstanding Clauses 3a to 3c, a variation in the number and type of units on each of sites A, and C may be permitted provided that the overall maximum population density requirement for the entire development as specified in Section 3(I) is not exceeded and provided that the maximum variance in the number of units does not exceed 25%.

All other terms of the Existing Agreement shall remain in full force and effect.

This amending agreement shall be binding upon the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of
the day and year first above written.

[Signature]
Original Signed

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 2nd day of September, A.D., 2003, before me, the subscriber personally came and appeared Robert V. Carmichael, a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that UNITED GULF DEVELOPMENTS LIMITED, one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia
D. TIMOTHY GABRIEL
D. Timothy Gabriel
A Barrister of Nova Scotia
Court

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 10 day of September, A.D., 2003, before me, the subscriber personally came and appeared Peter Kelly, Vice-Chairman, a subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Vi Carmichael, its Municipal Clerk, its duly authorized officers in his presence.

Original Signed

A Commissioner of the Supreme Court
of Nova Scotia
JULIA HORNCastle
Julia Horncastle
A Commissioner of the
Supreme Court of Nova Scotia

CASE #
0052 : STRADA

Form 24

Purpose: to request or direct a revision of title and Certificate of Legal Effect

2007

Registration district:	Halifax
Submitter's user number:	2409
Submitter's name:	Kelly L. Greenwood
In the matter of Parcel Identification Number (PID)	
PID: 41101619	
PID: 41101601	

For Office Use	
HALIFAX COUNTY LAND REGISTRATION OFFICE I certify that this document was registered or recorded as shown here. Registrar	
88147005	LRC RODE 11:40 1/1/07

(Expand box for additional PIDs. Maximum 9 PIDs per form)

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

- Form 24(s)
- Form 8A(s)
- This Form 24 creates or is part of a subdivision or consolidation

TAKE NOTICE THAT a revision of the registration of the above-noted parcels, is hereby requested or directed, as set out below.

AND FURTHER TAKE NOTICE THAT the attached document is signed by attorney for a person under a power of attorney, and the power of attorney is (select one or more)

- recorded in the attorney roll
- recorded in the parcel register
- incorporated in the document
- no power of attorney applies to this document

(Select all appropriate boxes)

- The following registered interests are changed in the parcels registration

Instrument type	n/a
Interest holder and type to be removed (if applicable)	n/a
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executors, trustee, personal representative) (if applicable)	n/a

April 3, 2007

Mailing address of interest holder to be added (if applicable)	n/a
Manner of tenure (if applicable)	n/a
Description of mixture of tenants in common and joint tenancy (if applicable)	n/a
Access type to be removed (if applicable)	n/a
Access type to be added (if applicable)	n/a
Percentage or share of interest held (for use with tenant in common interest)	n/a
Non-resident (to qualified solicitor=s information and belief) (Yes/No?)	n/a
Reference to related instrument in 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 tenant in common interests that appear in the section of the parcel register labelled A 'Tenants in Common not registered pursuant to the *Land Registration Act* are to be removed because the interests are being registered (*insert names to be removed*):

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

Instrument type	n/a
Interest holder name and type to be added	n/a
Interest holder mailing address	n/a
Judgment Roll reference	n/a

April 3, 2007

The following benefits are to be added and/or removed in the parcels registration:

Instrument type	n/a
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>	n/a
Mailing address of interest holder to be added (if applicable)	n/a
Servient tenement parcel(s) (list all affected PIDs):	n/a
Reference to related instrument in names-based roll/parcel register (if applicable)	n/a
Reason for removal of interest (for use only when survey is being removed by operation of L44) instrument code: 443	n/a

The following burdens are to be added and/or removed in the parcels registration:

Instrument type	Amendment (Not Condominium)
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 Holder)
Mailing address of interest holder to be added (if applicable)	PO Box 1749, Halifax, Nova Scotia, B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	(1) Agreement re Use of Land – Book 4985, Page 132, Doc. #49521, recorded in 1990. (2) Amendment (Not Condominium) – Book 5749, Page 1249, Doc. #26934, recorded in 1995.

April 3, 2007

	(3) Amendment (Not Condominium) – Book 6546, Page 1113, Doc. #10770, recorded in 2000.
	(4) Amendment (Not Condominium) – Book 6708, Page 1003, Doc. #5452, recorded in 2001.
	(5) Amendment (Not Condominium) – Book 7475, Page 395, Doc. #40473, recorded in 2003.
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 parcels registration:

Instrument type	n/a
Expiry date (if applicable)	n/a
Interest holder and type to be removed (if applicable)	n/a
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative)(if applicable)	n/a
Mailing address of interest holder to be added (if applicable)	n/a
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

I request that the following textual qualifications on the registered interest in the above-noted parcel be changed:

Textual qualification on title to be removed	n/a
---	------------

April 3, 2007

<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>	n/a
Reason for change to textual qualification (for use only when no document is attached) Instrument Code: 838	n/a

I request that the following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, be changed *(Insert n/a if not applicable)*

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 it is appropriate to make the above-noted changes to the parcel register(s) for the indicated PIDs.

Certified at Halifax, in the County of Halifax, Province of Nova Scotia, on June 20, 2007.

Original Signed

Signature of authorized lawyer

Name Kelly L. Greenwood
 Address 1800-1801 Hollis Street, Halifax, NS,
B3J 3N4
 Phone 902-423-6361
 Email: lgreenwood@burcell.ca
 Fax: 902-420-9326

- 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.

April 3, 2007

Form 26

Purpose: to record an interest in a parcel; or
to record a power of attorney in the power of attorney roll

Registration district:	Halifax	For Office Use
Submitter's user number:	2409	
Submitter's name:	Kelly L. Greenwood	
In the matter of Parcel Identification Number (PID)		
PIP: 41101619		
FID: 41104601		

(Expand box for additional PIDs. Maximum 9 PIDs per form.)

Take notice that the undersigned hereby requests that the registrar record the attached document
(select applicable box):

- in the parcel register as a recorded interest
 in the power of attorney roll
 power of attorney registered under the Registry Act, for duplication in the power of attorney roll

And further take notice that the following information relates to the interest being recorded:

Instrument type	Amendment (Not Condominium)
Expiry date (if applicable)	n/a
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable	Halifax Regional Municipality - Party to Agreement
Mailing address of interest holder to be added (for power of attorney, provide mailing address for donee)	PO Box 1749, Halifax, Nova Scotia, B3J 3A5
Name and mailing address power of attorney donor to be added (if applicable)	n/a
Reference to related instrument in names-based roll/parcel register (if applicable) (for power of attorney to be duplicated, insert document/instrument number/year, include book/page if applicable)	(1) Agreement re Use of Land - Book 4985, Page 137, Doc. #49521, recorded in 1990. (2) Amendment (not condominium) - Book 5749, Page 1249, Doc. #26934, recorded in 1995. (3) Amendment (not condominium) - Book 6546, Page 1113, Doc. #10770, recorded in

April 3, 2007

HALIFAX COUNTY LAND REGISTRATION OFFICE I certify that this document was registered or recorded in the names-based roll/parcel register at the time and date indicated below and the registration date is shown below Registrar _____ <i>[Signature]</i>	Filed	Book	Page
87794922	JUN 22 2007	Document #	10770

- 2000.
- (4) Amendment (not condominium) – Book 6708, Page 1003, Doc. #5452, recorded in 2001.
- (5) Amendment (not condominium) – Book 7475, Page 395, Doc. #40473, recorded in 2003.

And further take notice that the attached document is signed by an 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
- no power of attorney applies to this document

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, April 4, 2007.

Original Signed

Name	<u>Kelly L. Greenwood</u>
Address	1800-1801 Hollis Street, Halifax, NS, B3J 3N4
Phone	<u>902-428-8391</u>
Email:	<u>kgreenwood@buncells.ca</u>
Fax:	<u>902-420-9326</u>

 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.

April 3, 2007

CANADA }
PROVINCE OF NOVA SCOTIA }
COUNTY OF HALIFAX SS }

I, KELLY L. GREENWOOD, a Notary Public in and for the
Province of Nova Scotia residing at Halifax, in the County of Halifax, Province
of Nova Scotia, DO HEREBY CERTIFY AND ATTEST:

THAT this paper writing is true and accurate copy of the
Agreement produced and shown to me, the said copy having been
compared by me with the said original document, and I have affixed my Notarial
Seal as evidence thereof.

IN TESTIMONY WHEREOF I have hereunto affixed my name
and affixed on
Nova Scotia,

Original Signed

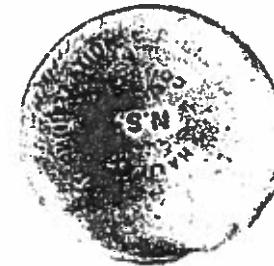
Notary Public

NOV 11 1983

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319183.1

THIS AMENDING AGREEMENT made this 2 day of April, 2007.

BETWEEN:

UNITED GULF DEVELOPMENTS LTD

a body corporate, in the County of
Halifax, Province of Nova Scotia,
hereinafter called the "Developer"

APPROVED
By
Municipal Selection

and -

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE FIRST PART

WHEREAS North American Real Estate Limited and the City of Halifax
have previously entered into a development agreement (Municipal Case #5419) for the Stanley
Park Residential Development pursuant to Section 62B (1) of the Mainland part of the Land Use
Bylaw recorded at the Registry of Deeds in Book 4985 at Page 132 (hereinafter called the
"Existing Agreement").

AND WHEREAS an amendment to the Existing Agreement was
subsequently approved by Halifax City Council on May 11, 1995 (Municipal Case #5419), the
said agreement being recorded at the Registry of Deeds at Halifax in Book 5749 at pages 1249 -
1254 (hereinafter called the "First Amending Agreement").

Mr
AND WHEREAS an amendment to the First Amending Agreement was
subsequently approved by Chebucto Community Council on February 14, 2000 (Municipal Case
#00183), the said agreement being recorded at the Registry of Deeds at Halifax in Book 6546 at
pages 1113 - 1116 (hereinafter called the "Second Amending Agreement").

AND WHEREAS an amendment to the First Amending Agreement was
subsequently approved by Chebucto Community Council on January 15, 2001 (Municipal Case
#00317), the said agreement being recorded at the Registry of Deeds at Halifax in Book 6708 at
pages 1003 - 1005 (hereinafter called the "Third Amending Agreement").

DA

1st ADA

2nd ADA

3rd ADA



HKA

AND WHEREAS an amendment to the Existing Agreement was subsequently approved by Chebucto Community Council on August 25, 2003 (Municipal Case #00582), the said agreement being recorded at the Registry of Deeds at Halifax in Book 7475 at pages 395 - 397 (hereinafter called the "Fourth Amending Agreement").

AND WHEREAS North American Real Estate Limited has conveyed certain properties within the Stanley Park Residential Development to the developer.

AND WHEREAS the Developer has requested a further amendment to the First Amending Agreement and the Existing Agreement;

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting on the 10th day of April, 2006, referenced as Municipal Case Number 00852 (hereinafter called the "Fifth Amending Agreement");

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

1. Schedule C (Plan #001 filed in the Halifax Regional Municipality Planning and Development Services as Case #00852 (Plan #00852-001)) attached hereto shall form part of the Existing Agreement.
2. Section 10 of the First Amending Agreement shall be amended by adding clauses (e), (f), (g) and (h) to read as follows:
 - (e) Notwithstanding clauses 3 (c) and 5 of the Existing Agreement and clauses 1, 2, 10 (a) and 10 (c) of this agreement, seven (7) R-0 single family dwellings / building lots shall be permitted along Walter Havill Drive as shown on Schedule C of the Existing Agreement (Plan #00852-001). The boundaries of Hail Pond Park (Park E) and Site C shall be revised accordingly. Development of the seven lots shall comply with the requirements of clause 3 (ha) of the Existing Agreement.
 - (f) The Developer agrees to contribute an equivalent value of \$75,000.00 worth of resources towards the development (design and construction) of Hail Pond Park (Park "E"), which shall be designed by a qualified professional and constructed as per the HRM Park and Open Space Planning Guidelines. The Developer agrees that the design and detailed cost estimates shall be submitted to HRM and reviewed and approved by the Development Officer, in consultation with HRM Real Property Planning. The Developer shall supply a security deposit in the amount of \$82,500.00 (110 percent of the \$75,000.00) prior to the final subdivision approval of any of the proposed 7 lots. The security deposit shall be in the form of a certified cheque or letter of credit issued by a chartered bank to the

JHM



Development Officer. Should the developer not complete the park development (design and construction) as outlined above within twelve months of the subdivision approval of any of the 7 lots, the Municipality may use the deposit to complete the park development as set out above. Any unused portion of the security deposit shall be returned to the developer upon completion of the work in accordance with the approved design.

- (g) In addition to the requirements of clause (f) above, the Developer shall construct a trail around Hail Pond as shown on Plan No. P200-20332 of Case No. .5419. The trail design shall be such that it allows for fish passage where it crosses the outlet of Hail Pond. The Developer agrees that the design and detailed cost estimates shall be submitted to HRM and the final design and location shall be determined and approved by the Development Officer in consultation with HRM Real Property Planning and the Development Engineer. No Occupancy Permit shall be issued for any multiple-unit building on Site C / Phase 3C unless:

(i) the construction of the trail around Hail Pond is completed to the satisfaction of the Development Officer / Real Property Planning and the remainder of Hail Pond Park is conveyed to the Municipality following the completion of the trail and park development outlined in clause (f), or

(ii) the Developer supplies a security deposit in the amount of 110 percent of the estimated cost of completing the trail and the remainder of Hail Pond Park is conveyed to the Municipality. In this event, the trail is to be completed by the Developer within 12 months of the provision of the security deposit or the Municipality may use the deposit to complete the trail as set out above. Any unused portion of the security deposit shall be returned to the developer upon completion of the work in accordance with the approved design.

All other terms and conditions of the Existing Agreement and the First Amending Agreement shall remain in full force and effect.

Time shall be of the essence of this Fifth Amending Agreement.

This Fifth Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.



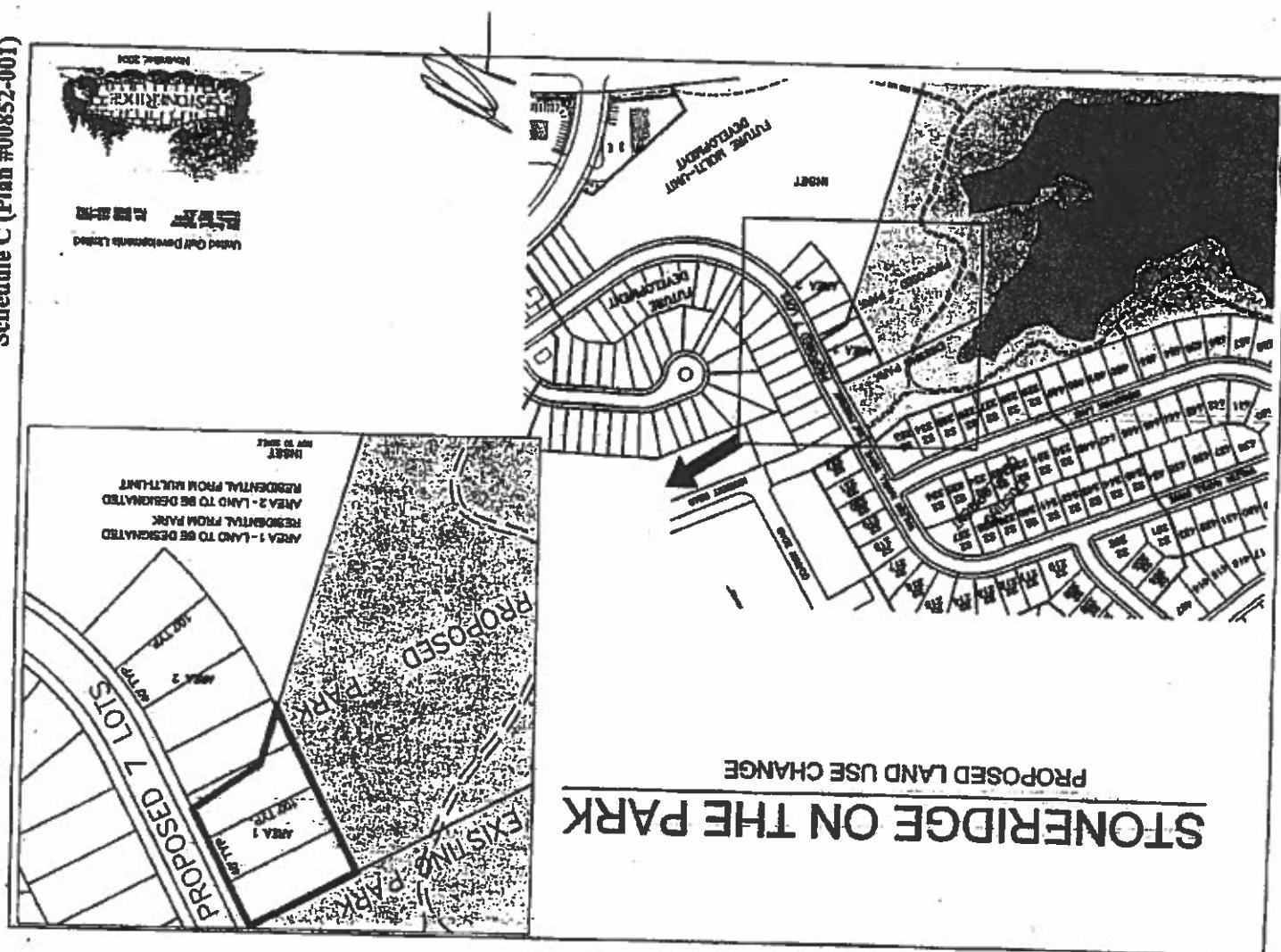
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and
seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) UNITED GULF DEVELOPMENTS LIMITED

Original Signed

A handwritten signature, appearing to read "John" or "J. H.", is written in cursive ink above the main text.

Schedule C (Plan #00852-001)



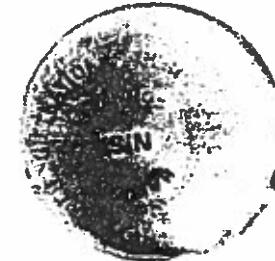
PROVINCE OF NOVA SCOTIA
HALIFAX REGIONAL MUNICIPALITY

On this 27 day of March, 2007 before me, the subscriber, UNITED GULP DEVELOPMENTS LIMITED, one of the parties thereto, caused the same to be executed in its name and in its behalf and at the same time caused its Corporate seal to be thereto affixed by its proper officer(s) duly authorized in that behalf in my presence.

Original Signed

COURT OF NOVA SCOTIA

SEAN P MUDGE
Barrister of the Supreme
Court of Nova Scotia



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS day of April, A.D., 2006, before me, the subscriber personally came and appeared Indenture, who, having been by me duly sworn, made oath and said that UNITED GULF DEVELOPMENTS LTD., one of the parties thereto signed, sealed and delivered the same in his presence.

JW
A Commissioner of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 2nd day of April, A.D., 2006, before me, the subscriber personally came and appeared K. MacNamee + A. Taylor, a subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Jim Gibson, its Municipal Clerk, its duly authorized officers in his presence.

JW
Original Signed

A Commissioner of the Supreme Court
of Nova Scotia

JENNIFER WEAGLE
A Commissioner of the
Supreme Court of Nova Scotia



Case# 00871 :

0744
ADA

Form 24

Request to Revise the Registration and Certificate of Legal Effect

Land Registration Act, S.N.S. 2001, c.6, subsection 18(13)

1006

Land Registration Administration Regulations, subsections 8(1), 8(2), 14(2), 15(2) and 17(4)

Registration district: Halifax

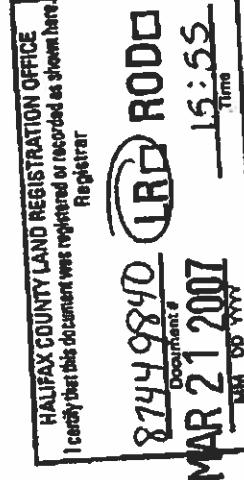
Registrant user number: 3678

Submitter's name/firm: Patrick J. Duncan, Q.C./Beveridge, MacPherson & Duncan

In the matter of Parcel Identification Number (PID)

PID: 41079542

- (check if appropriate) This request and Certificate of Legal Effect includes a (select one) benefit/burden that affects another parcel registered under the *Land Registration Act* and a separate Form 24 relating to this (select one) benefit/burden is being submitted contemporaneously herewith.
- (check if appropriate) This request and Certificate of Legal Effect is being used to revise the registration of multiple PIDs. The attached document is a certified copy of a document that is being submitted for registration contemporaneously herewith.
- (check if appropriate) This request and Certificate of Legal Effect is being used to remove a judgment from the parcel register. The attached document outlines or is the basis upon which the removal of the judgment is being requested.
- (check if appropriate) This transfer relates to a portion of the above-noted consolidated parcel.
- (check if appropriate) This transfer of ownership also subdivides land and creates a parcel or parcels 10 hectares or greater in area.
- (check if appropriate) This request includes the addition of a benefit by adverse possession or prescription over a parcel that has not been registered under the *Land Registration Act*. An abstract of title for the benefit is attached, but no Form 8 Opinion is necessary, as per *Land Registration Administration Regulations*, subsection 8(2).
- (check if appropriate) This transfer relates to a parcel to which the *Co-operative Associations Act* applies, and the endorsement of the Inspector of Co-operatives appears below.



Signature of the Inspector of Co-operatives
Endorsed for revision under the *Land Registration Act*

3. The following tenant in common interests not registered under the *Land Registration Act* are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	N/A
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>	N/A
Percentage of interest held	N/A
Mailing address of interest holder added (if applicable)	N/A
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

4. After reviewing the judgment roll with respect to the current registered owner(s) of the registered interest in the parcel, the following judgments are incorporated into the parcel register (*if no judgments enter "Nil"*): **Nil**

Instrument Type / Code	Interest Holder Type	Interest Holder/Mailing Address	Names-Based Roll Reference (if applicable)

5. The following benefits (e.g. right of way benefits) are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	N/A
Interest holder and type to be removed (if applicable)	N/A

7. The following recorded interests are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	N/A
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>	N/A
Mailing address of interest holder added (if applicable)	N/A
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

8. I request that the following textual qualifications on title in the above-noted parcel be changed (*insert N/A if not applicable*):

Textual qualification on title to be removed (insert any existing textual qualification being changed, added to or altered in anyway)	N/A
Expiry date of textual qualification on title (if applicable)	N/A
Textual qualification on title to be added (<i>insert replacement textual description</i>)	N/A
Instrument type: 838 (to be used if there is no document attached; insert N/A if an enabling instrument is attached)	N/A

9. The following is the reason for the requested revision to the textual qualifications on title (*for use when no document is attached*): N/A
-
-
-

THIS AMENDING AGREEMENT made this 12th day of March , 2007 AD
BETWEEN:

YOUSSEF AND AUGUSTUS GHOSN
of Halifax Regional Municipality,
Province of Nova Scotia,
(hereinafter called the "Developer")

APPROVED
AS TO FORM
A.J.D.
Municipal Solicitor

OF THE FIRST PART

- and -

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS North American Real Estate Limited and the City of Halifax have previously entered into a development agreement (Municipal Case #5419) for the Stanley Park Residential Development pursuant to Section 62B (1) of the Mainland part of the Land Use Bylaw recorded at the Registry of Deeds in Book 4985 at Page 132 (hereinafter called the "Existing Agreement").

AND WHEREAS an amendment to the Existing Agreement was subsequently approved by Halifax City Council on May 11, 1995 (Municipal Case #5419), the said agreement being recorded at the Registry of Deeds at Halifax in Book 5749 at pages 1249 - 1254 (hereinafter called the " First Amending Agreement").

AND WHEREAS an amendment to the First Amending Agreement was subsequently approved by Chebucto Community Council on February 14, 2000 (Municipal Case #00183), the said agreement being recorded at the Registry of Deeds at Halifax in Book 6546 at pages 1113 - 1116 (hereinafter called the " Second Amending Agreement").

AND WHEREAS an amendment to the First Amending Agreement was subsequently approved by Chebucto Community Council on January 15, 2001 (Municipal Case #00317), the said agreement being recorded at the Registry of Deeds at Halifax in Book 6708 at pages 1003 - 1005 (hereinafter called the " Third Amending Agreement").

AND WHEREAS an amendment to the Existing Agreement was subsequently approved by Chebucto Community Council on August 25, 2003 (Municipal Case #00582), the said agreement being recorded at the Registry of Deeds at Halifax in Book 7475 at pages 395 - 397 (hereinafter called the " Fourth Amending Agreement");

3. Clauses 8 (a) through (d) of the First Amending Agreement shall be replaced with the following:

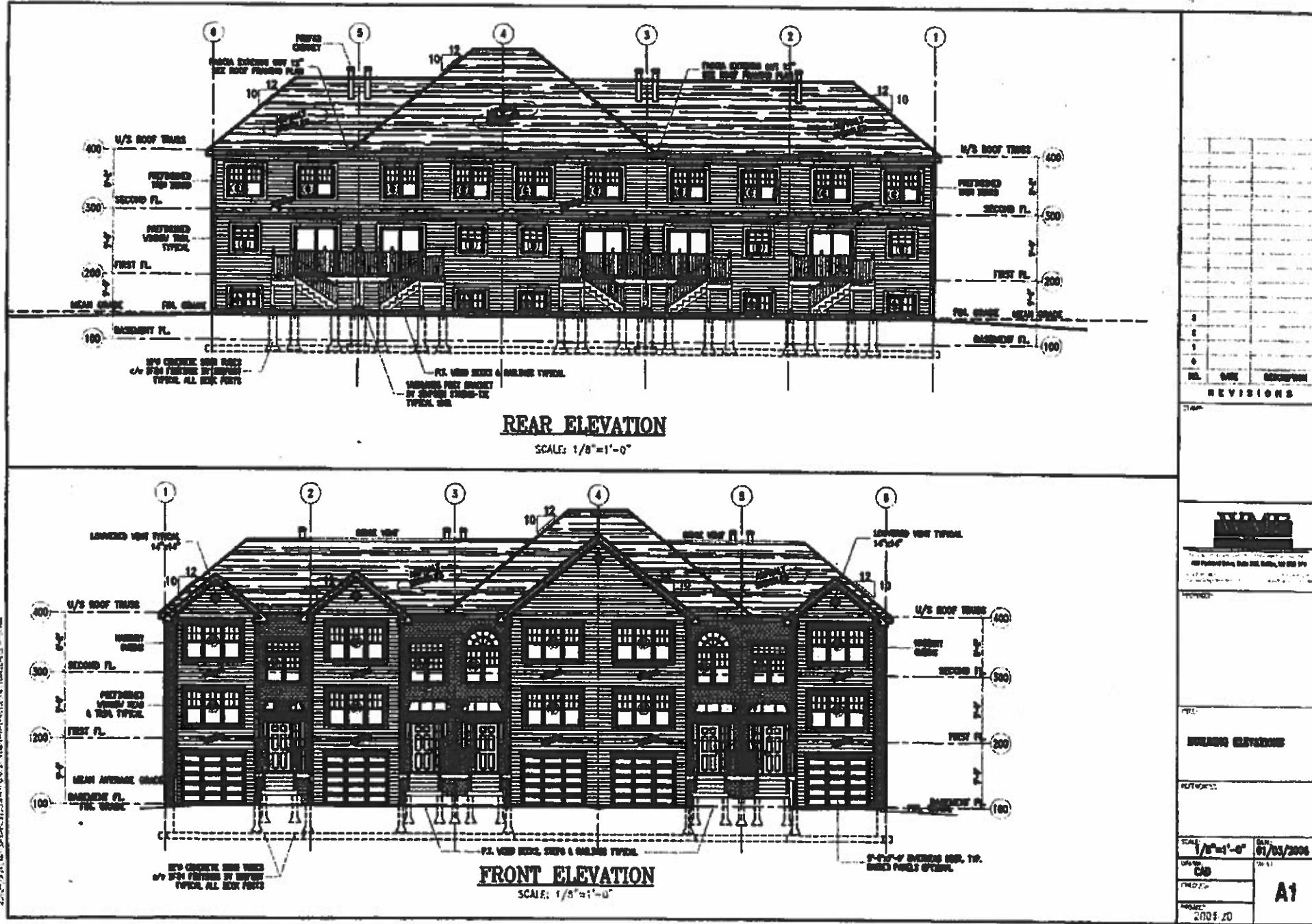
"8. The developer agrees, at its own expense, to carry out improvements to the parking area of the municipal sportsfield site fronting Tamarack Drive which are satisfactory to the Municipality. These improvements shall include, but are not limited to, preparation of sub-base, asphalt, parking space delineation, additional guard rails and reconfiguration of existing ones and installation of concrete pad and fence enclosure for a portable toilet within the parking area. The developer agrees to submit to the Development Officer a site plan and detailed cost estimates for this work prior to the issuance of a Development Permit. These improvements shall be completed prior to the issuance of an occupancy permit for any of the townhouses. However, an occupancy permit may be issued provided that the developer supplies a security deposit in the amount of 120 percent of the estimated cost to complete the improvements. The security deposit shall be in the form of a certified cheque or letter of credit issued by a chartered bank to the Development Officer. Should the developer not complete the improvements within twelve months of issuance of the occupancy permit, the Municipality may use the deposit to complete the work as set out above. The security deposit or unused portion of the security deposit shall be returned to the developer upon completion of the work and its certification."

All other terms and conditions of the Existing Agreement and the First Amending Agreement shall remain in full force and effect. This Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED) YOUSSEF AND AUGUSTUS GHOSN
10/10/2018

Original Signed



Schedule "C" - Front/Rear Elevations (Plan #00871-002)

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If the change requested relates 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 County
Submitter's User Number:	2444
Submitter's Name:	Ian A. Sutherland / Stewart McKelvey
In the matter of Parcel Identification Number (PID)	
PID:	41101619

For Office Use	
HALIFAX COUNTY RECORDS & REGISTRATION OFFICE	
I certify that this document was registered or recorded as shown here.	
Kim MacKay, Registrar	
96062782	(LR) RODO
Document #	12:23 p.m.
JUN 04 2010	Time
MM DD YYYY	

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.

Power of Attorney:

- 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, as set out below.

2180973.v1

May 4, 2009

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

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	Amendment (Not Condominium)
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)	Halifax Regional Municipality / Party to Agreement (Burden)
Mailing address of interest holder to be added (if applicable)	P.O. Box 1749 Halifax, NS, B3J 3A5
Reference to related instrument in names-based roll/parcel register (if applicable)	Agreement Re Use of Land / 1990 / Doc. 49521 / Book 4985 Page 132 (added to Parcel Register by way of Doc.84510560)
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: N/A

The textual qualifications are to be changed as follows: N/A

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

Certificate of Legal Effect:

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

Dated at Halifax, County of Halifax and Province of Nova Scotia, on this 1st day of March, 2010.

Original Signed

Signature of authorized lawyer

Name: Ian A. Sutherland / Stewart McKelvey
Address: P.O. Box 997, Halifax, NS, B3J 2X2
Phone: 902.420.3200
E-mail: isutherland@smss.com
Fax: 902.420.1417

- 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 AMENDING AGREEMENT made this 2 day of July, 2007
BETWEEN:

UNITED GULF DEVELOPMENT LIMITED
of Halifax Regional Municipality,
Province of Nova Scotia,
(hereinafter called the "Developer")

OF THE FIRST PART

- and -

APPROVED
AS TO FORM
John
Municipal Solicitor

HALIFAX REGIONAL MUNICIPALITY,

a municipal body corporate,

(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS North American Real Estate Limited and the City of Halifax have previously entered into a development agreement (Municipal Case #5419) for the Stanley Park Residential Development pursuant to Section 62B (1) of the Mainland part of the Land Use Bylaw recorded at the Registry of Deeds in Book 4985 at Page 132 (hereinafter called the "Existing Agreement").

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AND WHEREAS an amendment to the First Amending Agreement was subsequently approved by Chebucto Community Council on January 15, 2001 (Municipal Case #00317), the said agreement being recorded at the Registry of Deeds at Halifax in Book 6708 at pages 1003 - 1005 (hereinafter called the "Third Amending Agreement").

AND WHEREAS an amendment to the Existing Agreement was subsequently approved by Chebucto Community Council on August 25, 2003 (Municipal Case #00582), the said agreement being recorded at the Registry of Deeds at Halifax in Book 7475 at pages 395 - 397 (hereinafter called the "Fourth Amending Agreement");

AND WHEREAS amendments to the First Amending Agreement and the Existing Agreement were approved by the Chebucto Community Council on April 10, 2006, and subsequently upheld by the Nova Scotia Utility and Review Board, referenced as Municipal Case Number 00852 (hereinafter called the "Fifth Amending Agreement");

AND WHEREAS amendments to the First Amending Agreement and the Existing Agreement were approved by the Chebucto Community Council on November 6, 2006, referenced as Municipal Case Number 00871 (hereinafter called the "Sixth Amending Agreement");

AND WHEREAS the Developer has requested a further amendment to the First Amending Agreement and any subsequent amending agreements that relate to Site "C";

AND WHEREAS the Chebucto Community Council for the Municipality approved this request at a meeting on the 2nd day of November, 2009, referenced as Municipal Case Number 00956 (hereinafter called the "Seventh Amending Agreement");

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

1. Notwithstanding plans P200/20332, 20333 and 20334 of the Existing Agreement and the plans of all other amending agreements, Site "C" shall be developed substantially in conformance with plans nos. 00956-001 and 00956-002 attached hereto. The south elevation of the building shall be in substantially the same as the north elevation shown on plan no. 00956-002.
2. Notwithstanding any requirements of the Existing Agreement and all other amending agreements, the permitted land use for Site "C" shall be an apartment building and accessory uses with a maximum of 299 dwelling units and a maximum population of 624 persons.
3. Upon Site "C" there shall be:
 - (a) a minimum of 270 underground parking spaces for vehicles;
 - (a) surface parking pursuant to plan no. 00956-001; and
 - (b) bicycle parking pursuant to the requirements of the Halifax Land Use Bylaw.
4. For the development of Site "C", the Developer shall submit to the Development Officer, construction and landscaping plans for the parking lot, landscaping, and other similar features pursuant to plan no. 00956-001 and provide detailed cost estimates for this work prior to the issuance of a Development Permit pursuant to this Seventh Amending Agreement. Such construction and landscaping shall be complete prior to the issuance of a occupancy permit unless, due to weather conditions, such construction and landscaping cannot be complete, in which case the Developer shall supply performance security in the amount of 110% of the detailed cost estimates to complete said construction and landscaping. The security shall be in the form of a certified cheque or letter of credit

issued by a chartered bank to the Municipality. Should the Developer not complete the improvements within twelve months of issuance of the occupancy permit, the Municipality may use the security to complete the work as set out above. The security or unused portion of same shall be returned to the Developer upon completion of the work and its certification. The Developer shall compensate the Municipality for the cost of any work that exceeds the amount of the security.

5. If the Developer fails to complete the development of Site "C", or after four years from the date of the registration of this Seventh Amending Agreement with the Registry of Deeds, whichever time period is less, Council may review this Seventh Amending Agreement or any previous agreement, in whole or in part, as it relates to Site "C" and may:

- (a) retain the Agreement, in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement on the condition that for those portions of the development that are deemed complete by Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use Bylaw for Halifax Mainland, as may be amended from time to time.

All other terms and conditions of the Existing Agreement and all amending agreements shall remain in full force and effect. This Seventh Amending Agreement shall be binding upon the Parties hereto and their heirs, successors and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day
and year first above written.

SIGNED, SEALED AND DELIVERED

UNITED GIN F DEVELOPMENT LIMITED

Original Signed

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

ON THIS 26th day of February, 2010 before me, the subscriber personally came and appeared Patrick LeRoy, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that United Gulf Developments Limited, one of the parties thereto, caused the same to be executed in its name and on its behalf and on its behalf and its corporate seal to be thereunto affixed by its proper officers in his presence.

Original Signed

OATHS or NOTARY PUBLIC

IAN A. SUTHERLAND

IAN A. SUTHERLAND
A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this 20 day of May, A.D. 2010, before me, the subscriber personally came and appeared Jane Cook & Lee Squires, the subscribing witness(es) to the foregoing indenture who being by me sworn, made oath, and said that Peter Kelly, Mayor and Sherrell Murphy, Acting Municipal Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in her presence.

Original Signed

A Commissioner of the Supreme Court

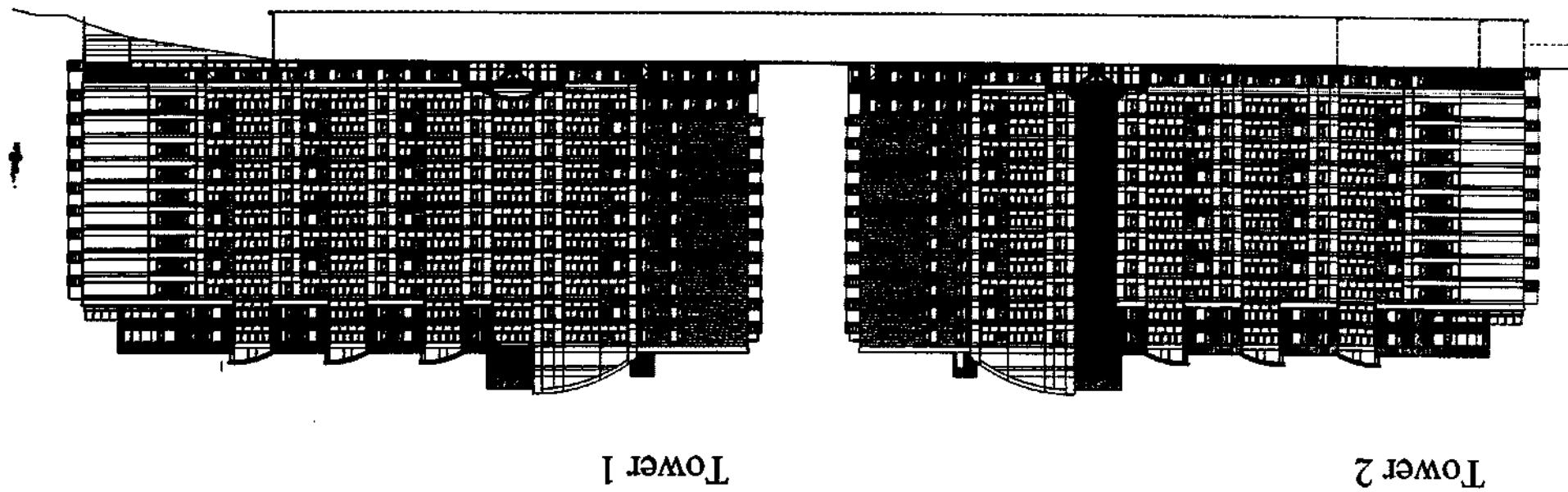
of Nova Scotia

ROBYN S. GREGORY

A Commissioner of the Supreme

Court of Nova Scotia

00956-002



Elevation of Wateron from the North