

**Form 24**

*Purpose: to change the registered interest, benefits or burdens*

**(Instrument code: 450)**

*(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).*

**(Instrument code: 451)**

*(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)*

For Office Use

Registration district: Halifax County

Submitter's user number: 3063

Submitter's name: Stephen A. Russell

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

110431997 LRM  ROD   
 Document #  
 MAR 08 2017  
 MAR DD YYYY  
 Time 14:27

In the matter of Parcel Identification Number (PID)

PID	00400044
PID	00374652

*(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)

Additional information *(check appropriate boxes, if applicable):*

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

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

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

OR

- X No power of attorney applies to this document

May 4, 2009

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

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

<b>Instrument type</b>	N/A
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i></b>	N/A
<b>Mailing address of interest holder to be added (if applicable)</b>	N/A
<b>Manner of tenure to be removed (if applicable)</b>	N/A
<b>Manner of tenure to be added (if applicable)</b>	N/A
<b>Description of mixture of tenants in common and joint tenancy (if applicable)</b>	N/A
<b>Access type to be removed (if applicable)</b>	N/A
<b>Access type to be added (if applicable)</b>	N/A
<b>Percentage or share of interest held (for use with tenant in common interests)</b>	N/A
<b>Non-resident (to qualified solicitor's information and belief) (Yes/No?)</b>	N/A
<b>Reference to related instrument in parcel register (if applicable)</b>	N/A
<b>Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) <i>Instrument code: 443</i></b>	N/A

The following tenant in common interests that appear in the section of the parcel register(s) labelled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered (*insert names to be removed*):

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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

May 4, 2009

parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*:

<b>Instrument type</b>	N/A
<b>Interest holder name and type to be added</b>	N/A
<b>Interest holder mailing address</b>	N/A
<b>Judgment Roll reference</b>	N/A

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

*(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).*

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

<b>Instrument type</b>	Agreement re Use of Land
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	Halifax Regional Municipality – Party to Agreement (Burden)
<b>Mailing address of interest holder to be added (if applicable)</b>	P.O. Box 1749, Halifax, Nova Scotia B3J 3A5
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	N/A

May 4, 2009

<b>Reason for removal of interest</b> (for use only when interest is being removed by operation of law) <i>Instrument code: 443</i>	N/A
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The following recorded interests are to be added and/or removed in the parcel register:

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

The textual qualifications are to be changed as follows:

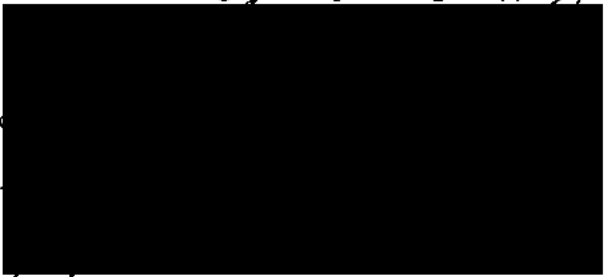
<b>Textual qualification on title to be removed</b> (insert any existing textual description being changed, added to or altered in any way)	N/A
<b>Textual qualification on title to be added</b> (insert replacement textual qualification)	N/A
<b>Reason for change to textual qualification</b> (for use only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

May 4, 2009

**Certificate of Legal Effect:**

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

**Dated** at Dartmouth, in the County of Halifax, Province of Nova Scotia



*Name: Stephen A. Russell  
Address: PO Box 913, Dartmouth, NS, B2Y 3Z6  
Phone: 469-3030  
E-mail: srussell@rpj.ns.ca  
Fax: 465-3751*

- 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.

May 4, 2009

THIS AGREEMENT made this 17<sup>th</sup> day of February, 2016.

Approved as to Form  
[Redacted]  
Solicitor

BETWEEN:

**GARMAR INVESTMENTS LIMITED**  
a body corporate, in the Province of Nova Scotia

- and -

**GARY FRANCIS EDWARDS,**  
an individual, in the Halifax Regional Municipality,  
in the Province of Nova Scotia

- and -

**MARY LOUISE EDWARDS,**  
an individual, in the Halifax Regional Municipality,  
in the Province of Nova Scotia

(hereinafter collectively called the "Developer")

OF THE FIRST PART

- and -

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

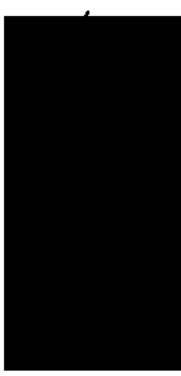
OF THE SECOND PART

WHEREAS the Developer is the registered owner of certain lands located at 00400044 and 1490 Main Road, Eastern Passage, and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for 2 multiple unit dwellings, each containing a maximum of 60 dwelling units, on the Lands, pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy COM -12 of the Municipal Planning Strategy for Eastern Passage/Cow Bay;

AND WHEREAS the Harbour East-Marine Drive Community Council for the Municipality approved this request at a meeting held on October 6, 2016, referenced as Municipal Case Number 18599;

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



[Redacted signature area]

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

### **1.1 Applicability of Agreement**

- 1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

### **1.2 Applicability of Land Use By-law and Subdivision By-law**

- 1.2.1 Except as otherwise provided for herein, the development, use and subdivision of the Lands shall comply with the requirements of the Land Use By-law for Eastern Passage/Cow Bay and the Regional Subdivision By-law, as may be amended from time to time.

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

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

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

### **1.4 Conflict**

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

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

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

- 1.5.1 The Developer shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial and Municipal laws, by-laws, regulations and codes applicable to the Lands.

### **1.6 Provisions Severable**

- 1.6.1 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

## **PART 2: DEFINITIONS**

### **2.1 Words Not Defined under this Agreement**

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

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

### **3.1 Schedules**

The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, conforms to the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18599:

Schedule A	Legal Description of the Lands(s)
Schedule B	Site Plan
Schedule C	Landscape Plan
Schedule D	Preliminary Plan of Subdivision/ Consolidation
Schedules E1, E2	Interior Parking Plans
Schedules F1, F2	Front and Rear Elevation Plans
Schedules G, G1	Left and Right Elevation Plans

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

- 3.2.1 Prior to the issuance of a Development Permit, the Developer shall provide the following to the Development Officer:
- (a) A Lighting Plan in accordance with section 3.11 of this Agreement; and
  - (b) A Landscaping Plan in accordance with section 3.12 of this Agreement.
- 3.2.2 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:
- (a) Written confirmation from a qualified professional which the Development Officer may accept as sufficient record of compliance with the lighting requirements set out in section 3.11 of this Agreement.
  - (b) Written confirmation from a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) that the Development Officer may accept as sufficient record of compliance with the landscaping requirements set out in section 3.12 of this Agreement; and
- 3.2.3 Notwithstanding any other provision of this Agreement, the Developer shall not occupy or use the Lands for any of the uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.
- 3.2.4 Prior to the Final Subdivision Approval for Lot A and B as per Schedule D, a registered easement in favour Lot B for access over Lot A shall be required.



3.2.5 If subdivision occurs prior to the completion of Phase 2, Lot A will require a temporary turning easement along the phasing line as indicated in Schedule D.

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

3.3.1 The use(s) of the Lands permitted by this Agreement shall be two (2) multiple unit dwellings, each containing a maximum of 60 dwelling units.

3.3.2 A minimum of 32 dwelling units in each building shall contain two (2) or three (3) bedrooms.

3.2.3 The penthouses shall:

- (a) shall not contain dwelling units; and
- (b) include a minimum 278 square metres of amenity area(s).

3.2.4 Accessory buildings shall be permitted pursuant to the requirements of the Land Use By-law.

### **3.4 Phasing**

3.4.1 Development of the Lands shall be completed in two (2) consecutive phases, as shown on the Schedules. Phase 1 shall consist of up to sixty (60) dwellings units in Building A. Phase 2 shall contain up to sixty (60) dwelling units in Building B.

3.4.2 Development Permits for site work for Phase 2 shall not be granted until development of the previous Phase 1 has been completed. Development of Phase 1 will be considered complete when 50% of the total permitted number of dwelling units in Phase 1 are built and have received Occupancy Permits.

### **3.5 Requirements Prior to Permit Approvals for any Phase**

3.5.1 Prior to the commencement of any tree removal, site grading or excavation, the Developer shall:

- (a) Provide a detailed design of the driveway inclusive of temporary turning circle or hammerhead for Phase 1 as shown in Schedules B and C.
- (b) Provide a detailed Site Disturbance Plan, in accordance with Part 5 of this Agreement.
- (c) An application for the first Development Permit for a building in any phase shall also include the construction of the necessary services, including but not limited to the Common Shared Private Driveway and temporary turning easement.

3.5.2 At the time of issuance of occupancy permits for any phase, the Developer shall provide the Development Officer with written certification from a Professional Engineer that all works have been completed in conformance with the approved engineering plans.

3.5.3 Notwithstanding any other provision of the Agreement, the Developer shall not occupy any portion of a multiple unit dwelling or use the Lands for any uses permitted by this Agreement unless an Occupancy Permit has been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement, the Land Use By-law and the Subdivision By-law (except to the extent that the provisions of the Land Use By-law and Subdivision By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

### **3.6 Requirements Prior to Permit Approvals for Phase 2**

- 3.6.1 Where the lands are subdivided into Lots A and B, prior to the commencement of Phase 2, the Developer shall:
- (a) Provide a registered easement for pedestrian and vehicular access over the driveway in favour of Lot B; and
  - (b) Provide a registered easement for pedestrian access to the private park in favour of Lot A.

### **3.7 Siting and Architectural Requirements**

- 3.7.1 The buildings shall be located and oriented as generally illustrated on Schedules B and C inclusive.
- 3.7.2 The main entrances to each building shall be emphasized by detailing, changes in materials, and other architectural devices or an acceptable equivalent approved by the Development Officer.
- 3.7.2 All façades shall be designed and detailed as primary façades. Further, architectural treatment shall be continued around all sides of the building as identified on the Schedules.
- 3.7.3 Exterior building materials shall be in accordance with the Schedules or an acceptable equivalent approved by the Development Officer.
- 3.7.4 All vents, down spouts, flashing, electrical conduits, metres, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent. Service entrances shall be integrated into the design of the building and shall not be a predominate feature.
- 3.7.5 Buildings shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from the shared driveway or abutting residential properties. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent residential properties unless screened as an integral part of the building design and noise reduction measures are implemented. This shall exclude individual residential mechanical systems.
- 3.7.6 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened from public view.

### **Solid Waste**

- 3.8.1 The multiple unit buildings shall include designated space for five stream (garbage, recycling, paper, cardboard and organics) source separation services. This designated space for source separation services shall be shown on the building plans and approved by the Development Officer and Building Inspector in consultation with Solid Waste Resources.
- 3.8.2 All refuse and recycling materials shall be contained within the buildings.

### **3.9 Parking, Circulation and Access**

- 3.9.1 A total number of 187 parking spaces shall be provided for Buildings A and B as shown on Schedules B, C, E1, and E2 as follows:

- (a) Building A shall provide 40 parking surface parking spaces and 51 subsurface parking spaces; and,
- (b) Building B shall provide 45 parking surface parking spaces and 51 subsurface parking spaces.

3.9.2 The parking area shall be hard surfaced in accordance with Schedule C.

3.9.3 The limits of the parking area shall be defined by landscaping, and either standard or rolled curb.

3.9.4 Exterior and interior bike parking shall be required and located as shown on Schedules C, E1 and E2.

3.9.5 In accordance with section 3.5.1 a temporary turning circle or hammerhead in Phase 1 as illustrated on Schedules B and C shall be required.

### **3.10 Subdivision and Development of the Lands**

3.10.1 Where the lands are subdivided, said subdivision shall be in accordance with Schedule D.

### **3.11 Outdoor Lighting**

3.11.1 Lighting shall be directed to driveways, parking areas, loading area, building entrances and walkways and shall be arranged so as to divert the light away from the common shared driveway, adjacent lots and buildings.

3.11.2 Prior to the issuance of a Development Permit, the Developer shall prepare a Lighting Plan and submit it to the Development Officer for review to determine compliance with this Agreement. The Lighting Plan shall contain, but shall not be limited to, the following:

- (a) the location, on the building and on the premises, of each lighting device; and
- (b) a description of the type of proposed illuminating devices, fixtures, lamps, supports, and other devices.

3.11.3 The Lighting Plan and description shall be sufficient to enable the Development Officer to ensure compliance with the requirements of this Agreement. If such plan and description cannot enable this ready determination, by reason of the nature or configuration of the devices, fixtures or lamps proposed, the Developer shall submit evidence of compliance by certified test reports as performed by a recognized testing lab.

3.11.4 The information used to satisfy the requirements of this section may be included on the site plan or building elevations provided that the Development Officer is satisfied of compliance with this Agreement.

### **3.12 Landscaping**

3.12.1 Landscaping of the property shall be as shown on Schedule C.

3.12.2 The Developer agrees to construct a fence as identified on Schedule C. The fence shall be a minimum of 6 feet in height and opaque.

- (a) Notwithstanding section 3.12.2, a hedge a minimum of six feet in height may be planted along the north and south property boundaries of the driveway access onto the lands to a point that intersects with the perpendicular plane of Edwards Drive.

- (b) In no case shall the aforementioned hedge block from view the signage as shown on Schedule C and referred to in section 3.14.

- 3.12.3 All plant material shall conform to the Canadian Nursery Trades Association Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.12.4 Prior to the issuance of a Development Permit, the Developer agrees to provide a Landscape Plan which complies with the provisions of this section and generally conforms with Schedule C. The Landscape Plan shall be prepared by a Landscape Architect (a full member, in good standing with Canadian Society of Landscape Architects) and comply with all provisions of this section.
- 3.12.5 Prior to issuance of the first Occupancy Permit the Developer shall submit to the Development Officer a letter prepared by a member in good standing of the Canadian Society of Landscape Architects certifying that all landscaping has been completed according to the terms of this Development Agreement.
- 3.12.6 Notwithstanding Section 3.12.5 where the weather and time of year does not allow the completion of the outstanding landscape works at the time of issuance of an Occupancy Permit, the Developer may supply a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a member in good standing of the Canadian Society of Landscape Architects. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

### **3.13 Maintenance**

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

### **3.14 Signage**

- 3.14.1 A maximum of one ground sign shall be permitted along the south east side of the lands at the entrance to the development not less than 20 feet from the street line to denote the development name. The maximum height of any such sign inclusive of support structures shall be 3.05 metres (10 feet) and the face area of any sign shall not exceed 4.65 square metres (50 square feet). All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry. The only illumination permitted shall be low wattage, shielded exterior fixtures.
- 3.14.2 Ornamental plants shall be planted and maintained around the entire base of the sign as part of the required landscaping. The street frontage area of the Lands shall be topsoiled, sodded and landscaped.

3.14.3 Signs shall only be externally illuminated.

### **3.15 Screening**

3.15.1 Propane tanks and electrical transformers shall be located on the site in such a way to ensure minimal visual impact from the driveway and parking areas and abutting residential properties. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

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

### **4.1 General Provisions**

4.1.1 All design and construction of Municipal service systems shall satisfy Municipal Design Guidelines unless otherwise provided for in this Agreement and shall receive written approval from the Development Engineer prior to undertaking the work. Municipal water distribution, sanitary sewer and storm sewer systems shall conform to Halifax Regional Water Commission's latest edition of their Design and Construction Specifications unless otherwise deemed acceptable by Halifax Water and the Municipality.

### **4.2 Off-Site Disturbance**

4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

### **4.3 Underground Services**

4.3.1 All secondary or primary (as applicable) electrical, telephone and cable service to all buildings shall be underground installation.

### **4.4 Site Preparation**

4.1.1 The Developer shall not commence clearing, excavation or blasting activities required for construction prior to receiving a Development permit and other permits as applicable.

### **4.5 Outstanding Site Work**

4.5.1 The Municipality may accept securities for the completion of outstanding on-site paving at the time of issuance of the first Occupancy Permit. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed in accordance with the approved engineering plans. Should the Developer not complete the outstanding work within twelve months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the outstanding work as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

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

### **5.1 Storm Water**

- 5.1.1 All private storm water facilities shall be maintained in good order in order to maintain full storage capacity by the owner of the lot on which they are situated.

### **5.2 Erosion and Sedimentation Control and Grading Plans**

- 5.1.1 Prior to the commencement of any onsite works on the Lands, including earth movement or tree removal other than that required for preliminary survey purposes, or associated offsite works, the Developer shall have prepared by a Professional Engineer and submitted to the Municipality a detailed Erosion and Sedimentation Control Plan. The plans shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment. No work is permitted on the site until the requirements of this clause have been met and implemented.

## **PART 6: AMENDMENTS**

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

- 6.1.1 The following items are considered by both parties to be not substantive and may be amended by resolution of Council.

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement;
- (b) The length of time for the completion of the development as identified in Section 7.4 of this Agreement;
- (c) Changes to the configuration and exterior design treatment of the buildings which in the opinion of the Development Officer do not conform with the Schedules;
- (d) Changes in unit mix which in the opinion of the Development Officer do not conform with this Agreement;
- (e) Changes in site layout which in the opinion of the Development Officer do not conform with the Schedules; and
- (f) A reduction in parking which in the opinion of the Development Officer does not conform with the Schedules.

### **6.2 Substantive Amendments**

- 6.1.2 Amendments to any matters not identified under Section 6.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Halifax Regional Municipality Charter*.

## **PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE**

### **7.1 Registration**

- 7.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office at Halifax, Nova Scotia and the Developer shall incur all costs in recording such documents.

## **7.2 Subsequent Owners**

- 7.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

## **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within 3 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean - installation of the footings and foundation for the proposed Building A.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

## **7.4 Completion of Development**

- 7.4.1 Upon the completion of the whole development, Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement;
  - (c) discharge this Agreement; or
  - (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Eastern Passage/Cow Bay as may be amended from time to time.

## **7.5 Discharge of Agreement**

- 7.5.1 If the Developer fails to complete the development after 6 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (b) discharge this Agreement.

## **PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT**

### **8.1 Enforcement**

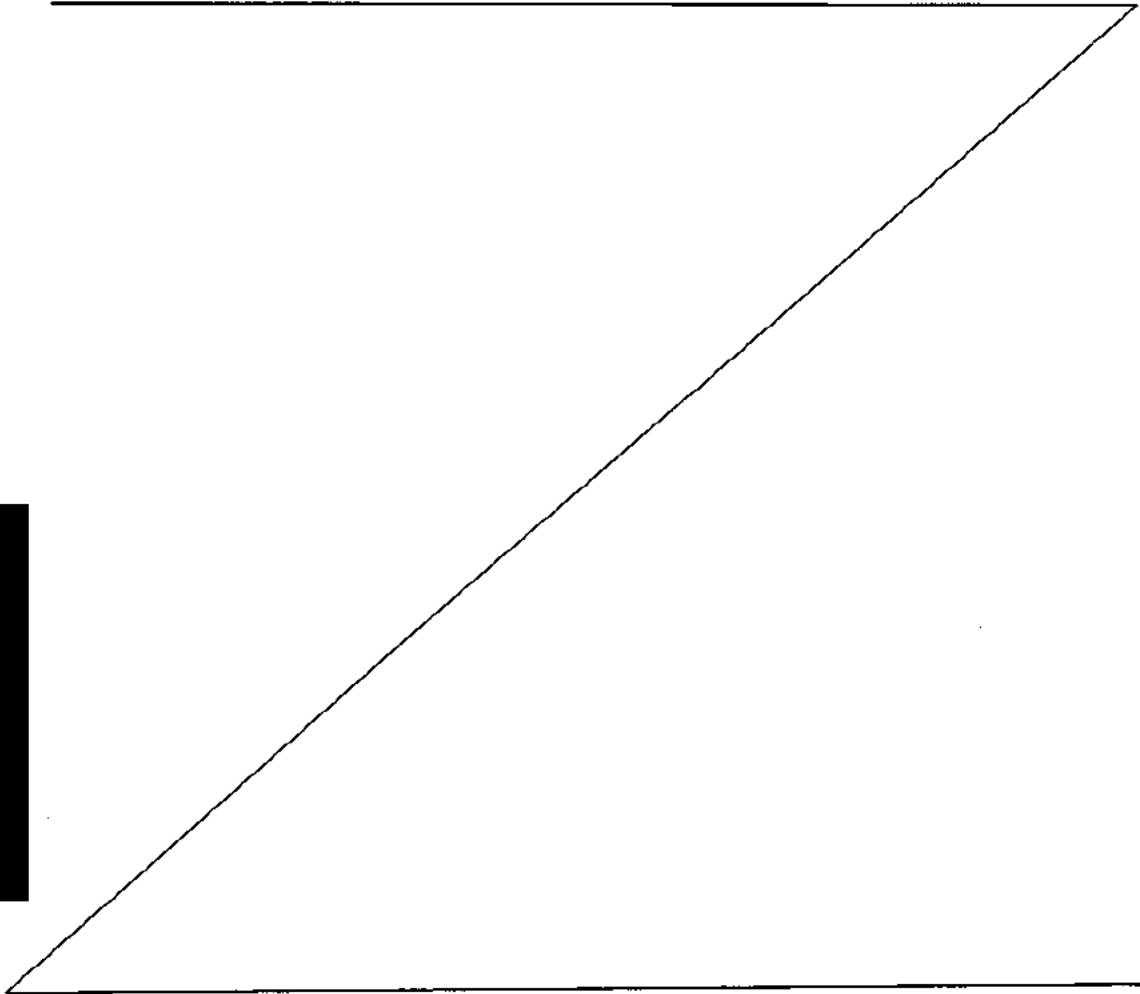
- 8.1.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an

officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty four hours of receiving such a request.

**8.2 Failure to Comply**

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

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; or
- (d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Halifax Regional Municipality Charter* or Common Law in order to ensure compliance with this Agreement.





**IN WITNESS WHEREAS** the said parties to these presents have hereunto set their hands and affixed their seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED** in the presence of:

[Redacted signature]  
\_\_\_\_\_  
Witness

**GARMAR INVESTMENTS LIMITED**



Per: [Redacted signature]  
\_\_\_\_\_  
Name: [Redacted]  
Position: [Redacted]  
**GARY FRANCIS EDWARDS**

[Redacted signature]  
\_\_\_\_\_  
Witness

Per: [Redacted signature]  
\_\_\_\_\_  
Name: [Redacted]  
Position: [Redacted]  
**MARY LOUISE EDWARDS**

[Redacted signature]  
\_\_\_\_\_  
Witness

Per: [Redacted signature]  
\_\_\_\_\_  
Name: [Redacted]  
Position: [Redacted]

**HALIFAX REGIONAL MUNICIPALITY**

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

[Redacted signature]  
\_\_\_\_\_  
Witness

[Redacted signature]  
\_\_\_\_\_  
Witness

Per: [Redacted signature]  
\_\_\_\_\_  
Name: [Redacted]  
Position: [Redacted]  
Municipal Clerk

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 16<sup>th</sup> day of January, A.D. 2017, before me, the subscriber personally came and appeared Garth BOUTIN a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that GARMAR INVESTMENTS LIMITED, of the parties thereto, signed, sealed and delivered the same in his/her presence.



A Commissioner of the Supreme Court  
of Nova Scotia  
**Stephen A. Russell**  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 17<sup>th</sup> day of February, A.D. 2017, before me, the subscriber personally came and appeared Ken Benoit & Sena Ghose the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

*Sherryll  
Murphy*

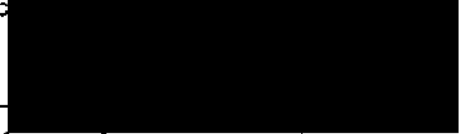


A Commissioner of the Supreme Court  
of Nova Scotia

**PHOEBE RAI**  
A Commissioner of the  
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 16<sup>th</sup> day of January, A.D. 2017, before me, the subscriber personally came and appeared BARBARA UTYER a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that GARY FRANCIS EDWARDS, of the parties thereto, signed, sealed and delivered the same in his/her presence



\_\_\_\_\_  
of Nova Scotia  
**Stephen A. Russell**  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this 16th day of January, A.D. 2017, before me, the subscriber personally came and appeared Boris Boutin a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that MARY LOUISE EDWARDS, of the parties thereto, signed, sealed and delivered the same in his/her presence.

  
A Commissioner of the Supreme Court  
of Nova Scotia

**Stephen A. Russell**  
A Barrister of the Supreme  
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_, before me, the subscriber personally came and appeared \_\_\_\_\_ the subscribing witness to the foregoing indenture who being by me sworn, made oath, and said that Mike Savage, Mayor and Kevin Arjoon, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court  
of Nova Scotia

## PARCEL DESCRIPTION REPORT

2017-01-17 12:02:07

**PID:** 400044  
**CURRENT STATUS:** ACTIVE  
**EFFECTIVE DATE/TIME:** 2012-03-08 12:52:16

ALL that certain lot, piece or parcel of land lying and being at Eastern Passage, in the County of Halifax, Province of Nova Scotia, and being all of the remaining lands of the Estate of Arthur Trider, deceased, and being a part of the lands as contained in a Deed to the said Arthur Trider from Elizabeth Byrne and recorded at the Registry of Deeds in Halifax, in the Book 448 at Page 457, described as Lot X, Lot Y and a triangular parcel of land as shown on a plan of lands of Margaret McManaman formerly the Trider Estate lands at Eastern Passage dated the 26th of April, 1980 and filed as plan number 19281 drawer 228 and more particularly described as follows:

BEGINNING at an iron pin marking the north east angle of the T. McManaman lot situated on a stone wall marking the southerly boundary of the Donaldson lands;

THENCE North 62 degrees 13 minutes East along the said stone wall for a distance of 202.0 feet;

THENCE North 59 degrees 21 minutes East continuing along the stone wall or extension thereof for a distance of 164.0 feet to a survey marker;

THENCE North 61 degrees 56 minutes East along the said stone wall extension for a distance of 149.6 feet;

THENCE North 58 degrees 51 minutes East along the said stone wall extension for a distance of 100.4 feet to a survey marker shown as letter F on Boundary Line Agreement Plan Number 97006143 filed on October 15, 2010;

THENCE South 51 degrees 24 minutes 48 seconds East along the agreed boundary line for a distance of 198.16 feet to a survey marker marked Letter E on said boundary line agreement plan;

Thence South 39 degrees 24 minutes 34 seconds West along a blazed line for a distance of 315.06 feet to survey marker letter D on said boundary line agreement plan;

THENCE South 33 degrees 40 minutes 43 seconds West for a distance of 102.86 feet to survey marker Letter C as shown on said boundary line agreement plan;

THENCE South 47 degrees 38 minutes 30 seconds East along the said old fence for a distance of 165 feet to survey marker letter B as shown on said boundary line agreement plan;

THENCE South 43 degrees 22 minutes 43 seconds West for a distance of 61.89 feet to survey marker Letter A as shown on said boundary line agreement plan;

THENCE continuing South 43 degrees 22 minutes 43 seconds West along the northern boundary of a private right of way shown as Silvers lane to the east boundary of lands of Crosby;

THENCE North 21 degrees 42 minutes West along the easterly boundary of the Crosby, L. Edwards and C. Edwards lands for a distance of 165.0 feet to an iron pin.

THENCE South 69 degrees 19 minutes West along the southerly boundary of a 30 foot right-of-way for a distance of 375.4 feet to an iron pin on the easterly boundary of the Eastern Passage highway.

THENCE North 16 degrees 05 minutes West along the said Eastern Passage highway for a distance of 30.10 feet to a survey marker.

THENCE North 63 degrees 09 East 84.9 feet to a point.

**PARCEL DESCRIPTION REPORT**

2017-01-17 12:02:07

---

THENCE North 63 degrees 09 East 174.7 feet to a point.

THENCE Southeasterly direction to a point on the northern boundary of 30 foot private right of way.

THENCE North 69 degrees 19 east 190 feet to a point.

THENCE North 24 degrees 26 west along T. McManaman lot for a distance of 165.56 feet to the place of beginning.

Subject to a right of way in a Deed dated the 18th day of September, A.D, 1951 between Arthur James Trider and Ethel Mary Trider, Grantors, and Thomas Henry McManaman, Grantee, which deed is recorded at the Registry of Deeds in Halifax on the 25th day of March, A.D., 1952 in Book 1141 at Page 841.

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

**Exemption:**

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Section 268A that is a Deemed Consolidation - (De Facto Consolidation).

---

**External Comments:**

**Description Change Details:**

**Reason:**

**Author of New or**

**Changed Description:**

**Name:**

**Registered Instruments:**

**Comments:**

**PARCEL DESCRIPTION REPORT**

2016-12-06 11:09:57

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**PID:** 374652  
**CURRENT STATUS:** ACTIVE  
**EFFECTIVE DATE/TIME:** 2005-08-09 15:50:58

Municipality/County: Halifax  
Designation of Parcel on Plan: Lot B  
Registration County: Halifax  
Registration Reference of Plan: Plan No. 1523

SAVING AND EXCEPTING Lot Z which was conveyed to Margaret McManaman, wife of Thomas McManaman , by Quit Claim Deed dated March 25,1977, recorded in the Registry of Deeds for the County of Halifax, in Book3099, Page 425 on April, 1977, in order to expand the existing right of way, which conveyance is shown on a Plan dated July 8,1976, filed as Number13336,and titled PLAN SHOWING LANDS OF THE A. TRIDER ESTATE, WITH PROPOSED RIGHT OF WAY INCREASE, EASTERN PASSAGE, HALIFAX COUNTY, NOVA SCOTIA, which said plan is recorded at the Halifax County Registry of Deeds as Plan Number 15315 in Drawer Number 206.

TOGETHER WITH a right of way in common with others over said private right of way thirty feet wide as shown on said plan from the north eastern corner of the land herein conveyed to the Eastern Passage Highway as shown on the said plan.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act at the land Registration Office for the registration district of Halifax as Plan No. 1523.

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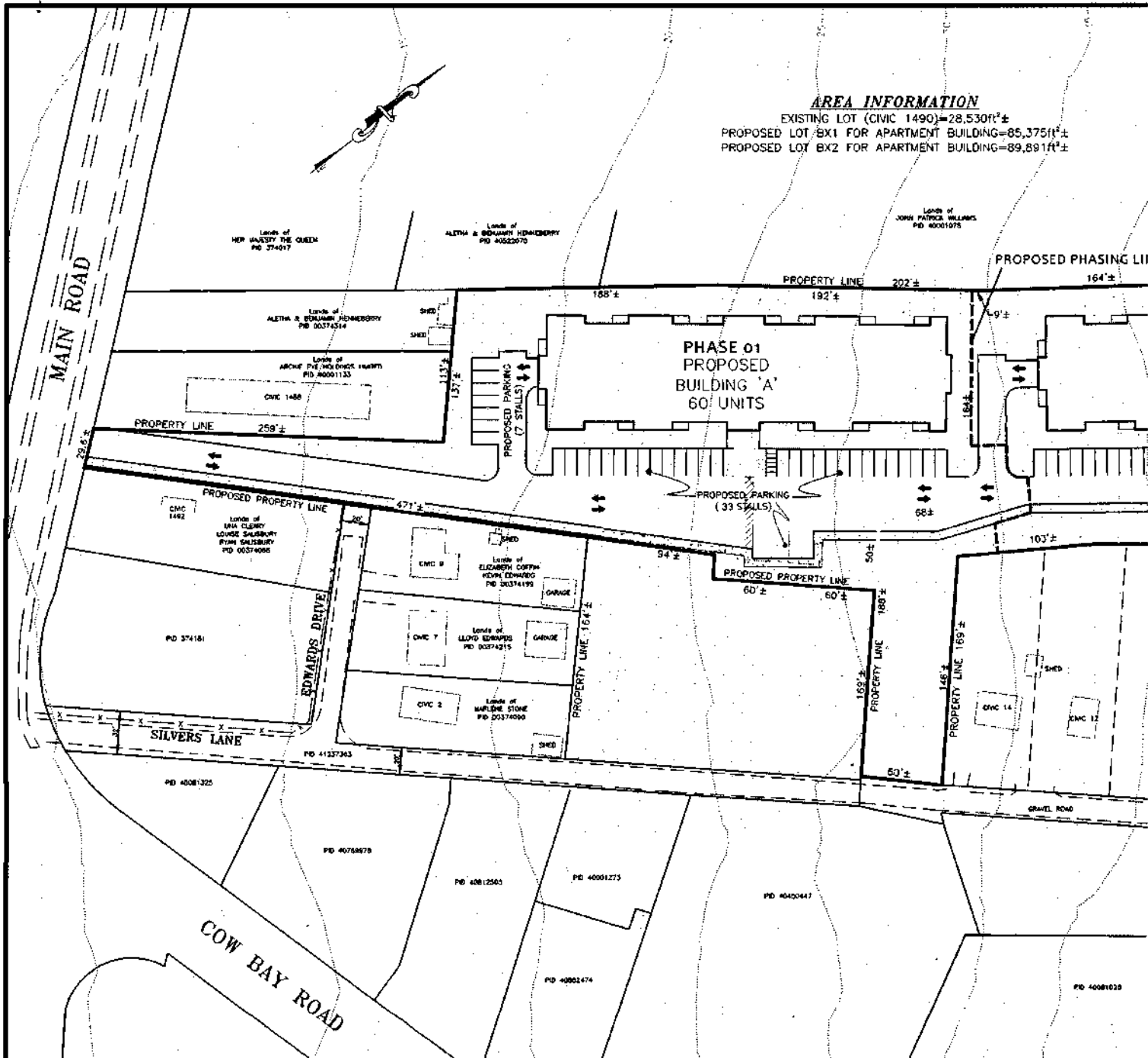
**External Comments:**

**Description Change Details:**

**Reason:**  
**Author of New or  
Changed Description:**  
**Name:**

**Registered Instruments:**

**Comments:**



**AREA INFORMATION**

EXISTING LOT (CIVIC 1490)=28,530ft<sup>2</sup>±  
 PROPOSED LOT BX1 FOR APARTMENT BUILDING=85,375ft<sup>2</sup>±  
 PROPOSED LOT BX2 FOR APARTMENT BUILDING=89,891ft<sup>2</sup>±



**MAC WILLIAMS ENGINEERING LIMITED**

COVE'S EDGE COURT  
 MAIN ROAD, EASTERN PASSAGE, N.S.

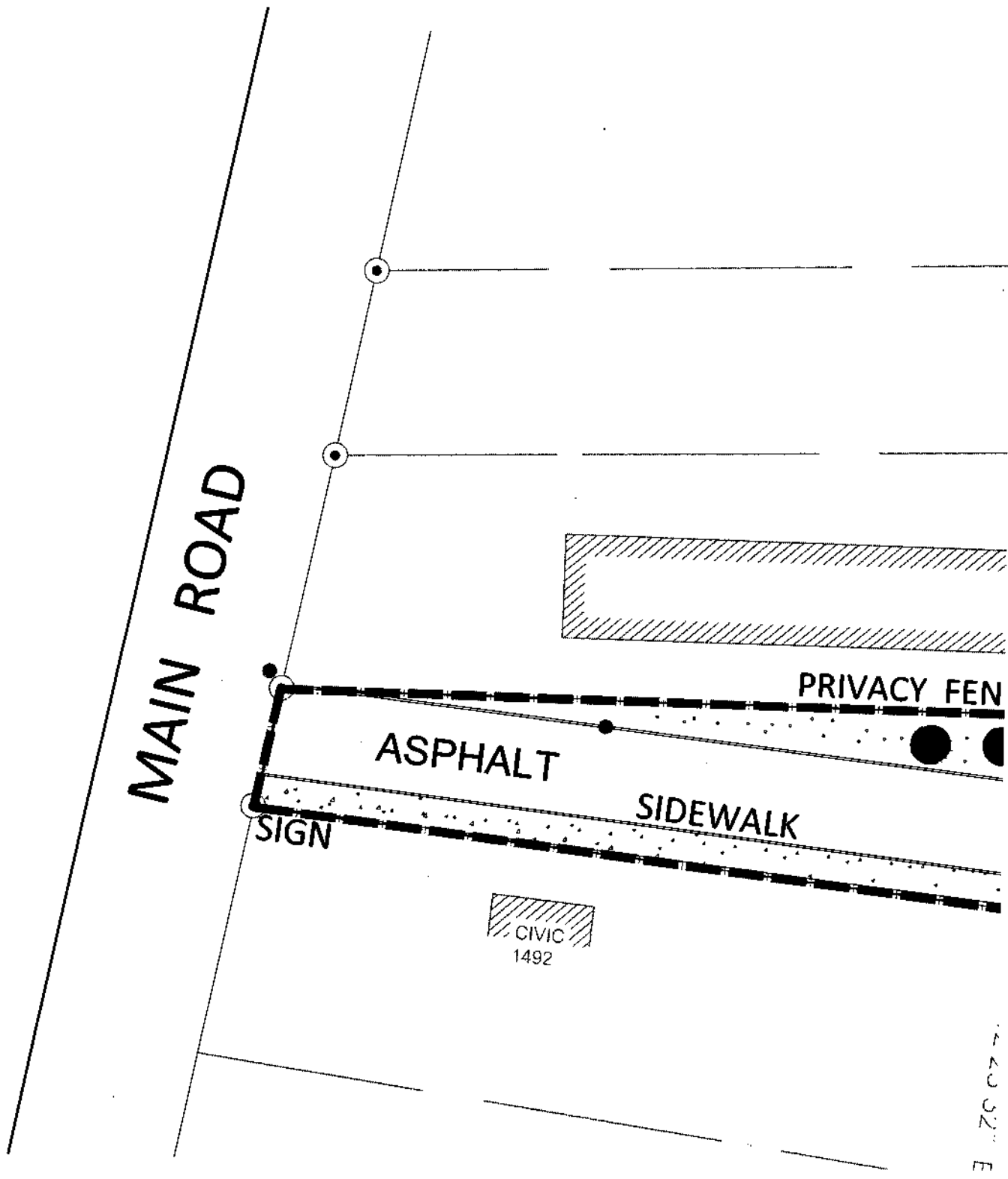
PROPOSED SITE PLAN

Revision

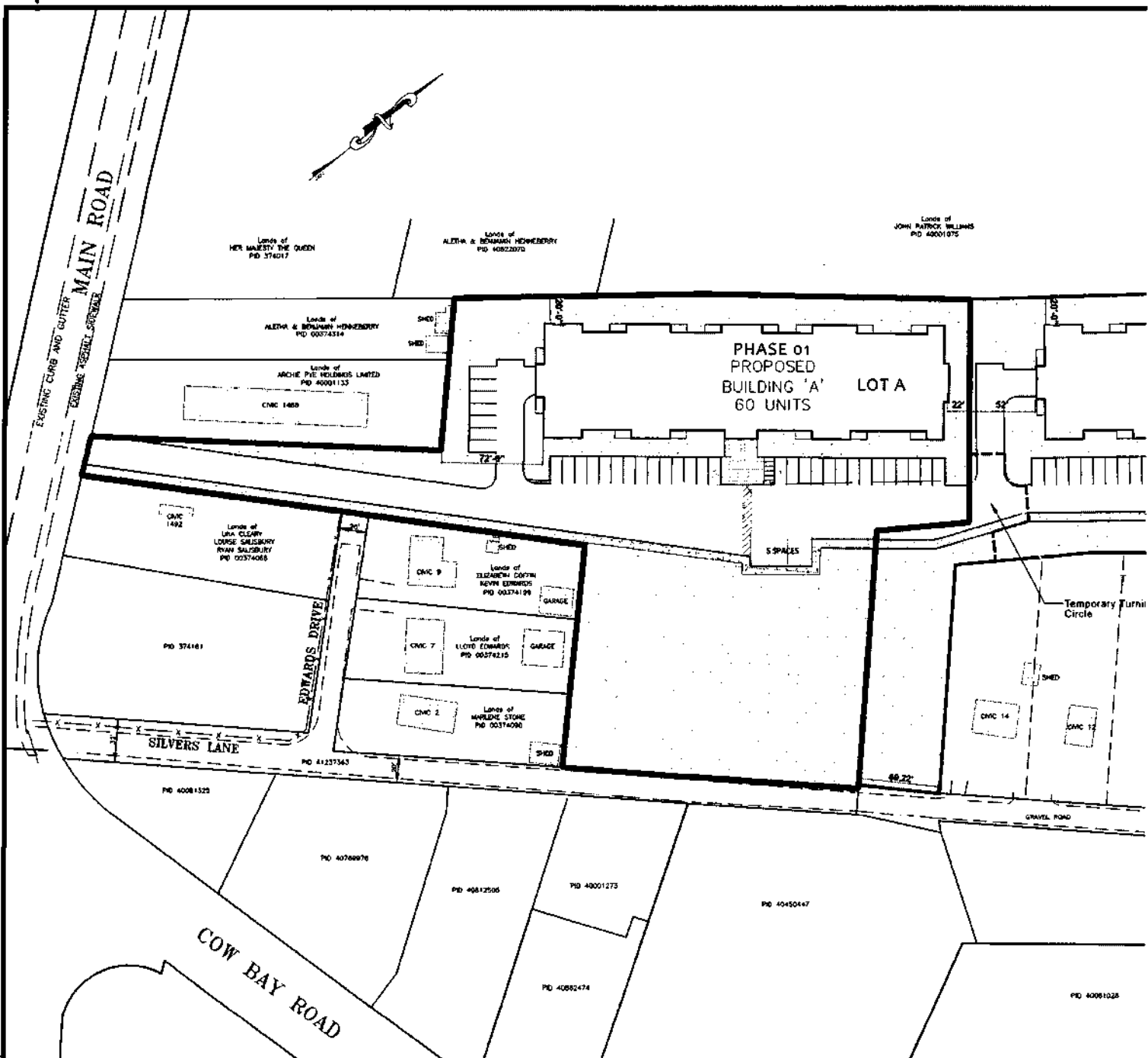
No.	Comments	Date
01	Issue for DA-HRM - July 15th, 2015	July 15th



# se 18599-Schedule C Landscape Plan



Case 18599 Schedule D - Preliminary Plan of Subdivision/Consolidation

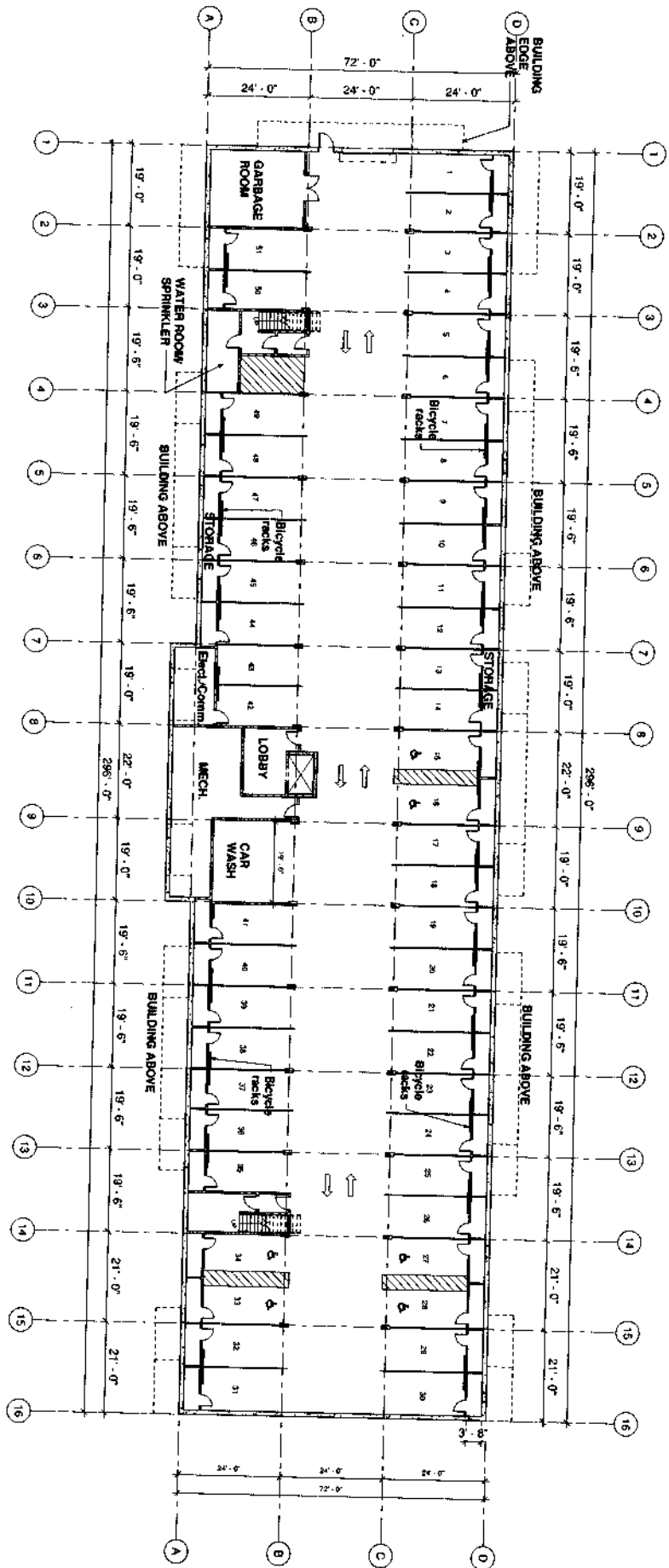


**MW**  
**MAC WILLIAMS ENGINEERING LIMITED**

COVE'S EDGE COURT  
 MAIN ROAD, EASTERN PASSAGE, N.S.  
 PRELIMINARY PLAN OF SUBDIVISION/CONSOLIDATION

Revision		
No.	Comments	Date
01	Issue for DA-HRM - July 15th, 2015	July 15th

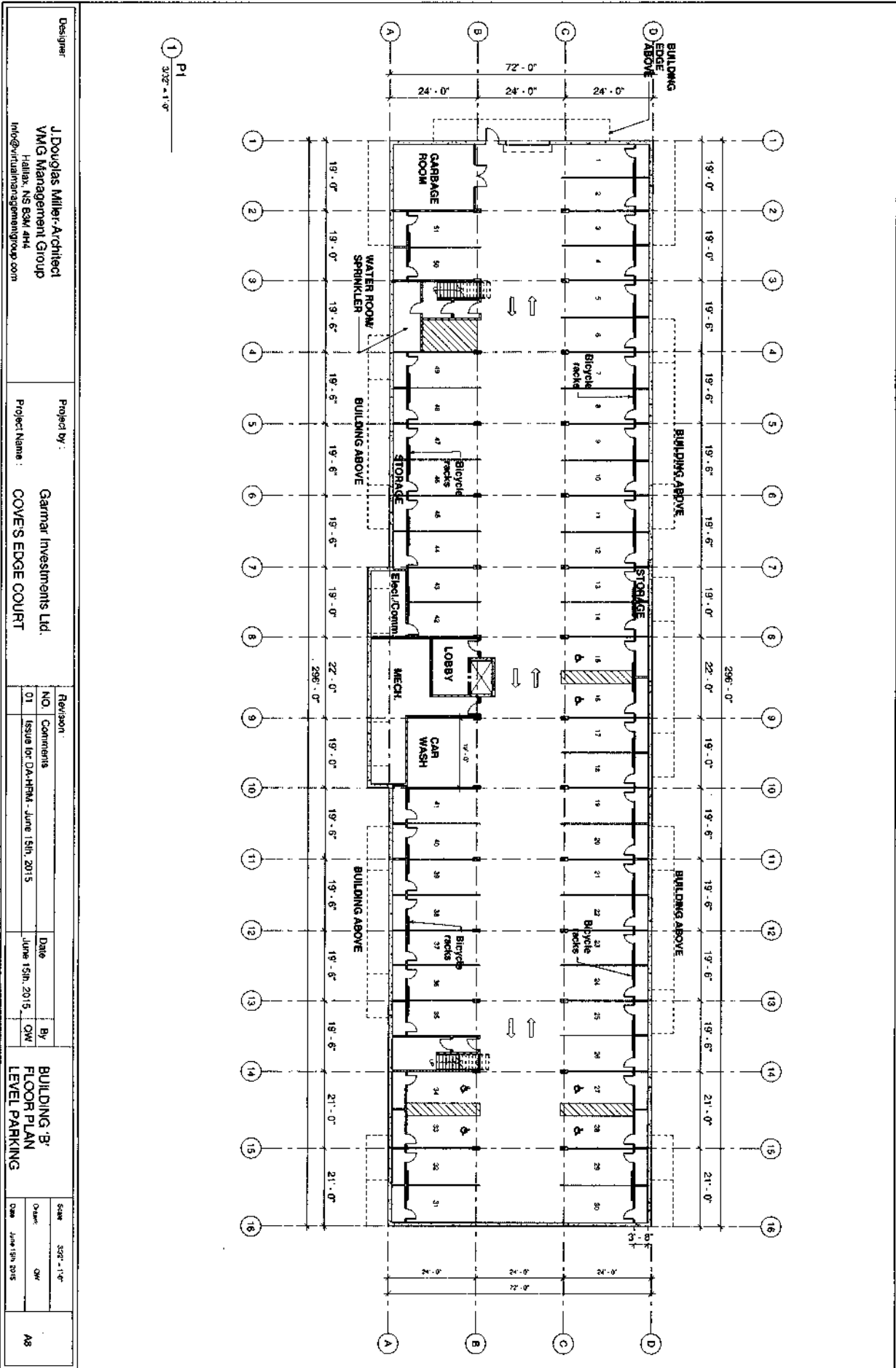
# Case 18599- Schedules E-1-Building A Interior Parking Plans



P1  
 1  
 3/22 = 1'-0"

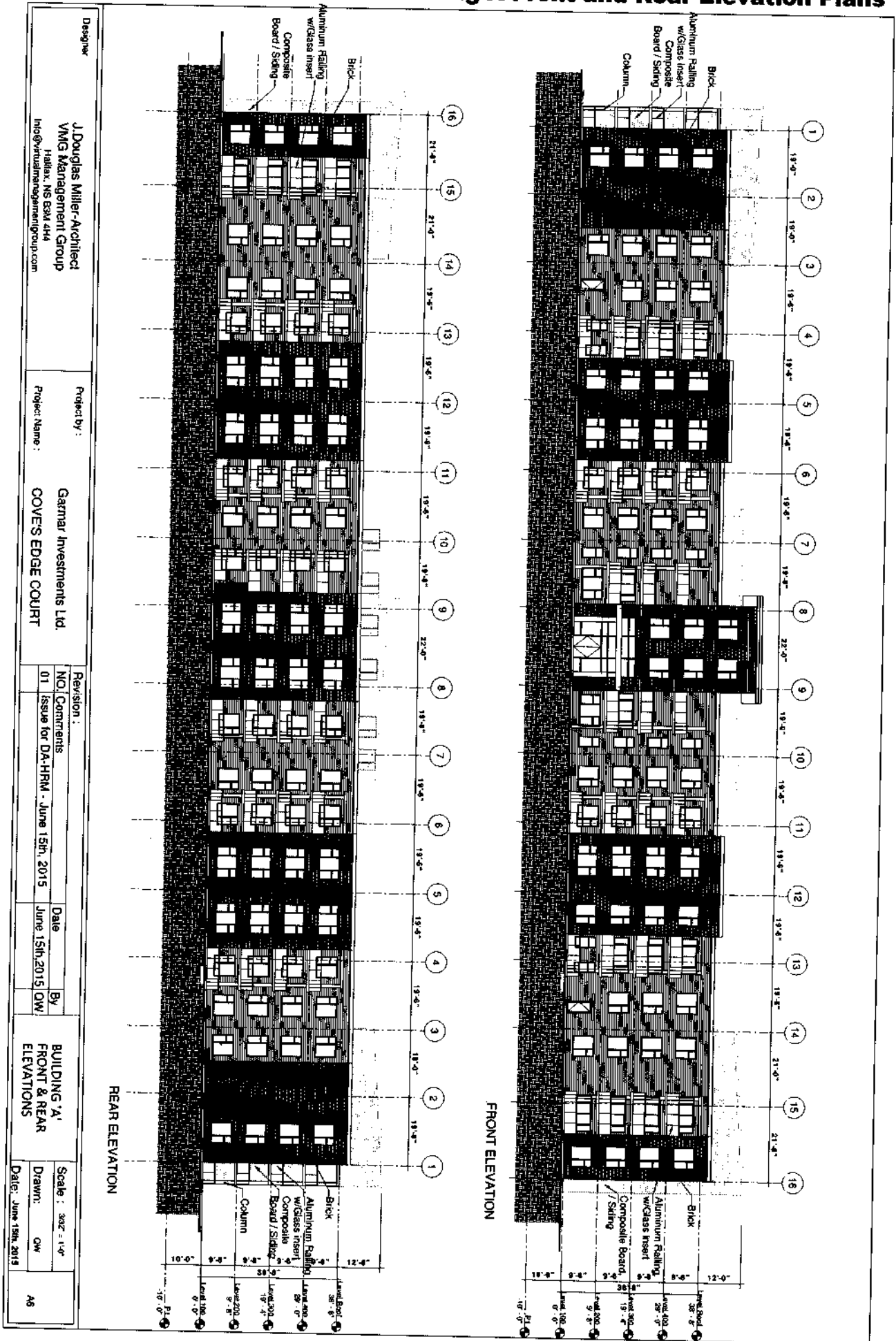
Designer		Project by:		Revision:	
J Douglas Miller-Architect VMG Management Group Halifax, NS B3M 4H4 info@vitalmanagementgroup.com		Garner Investments Ltd. COVER'S EDGE COURT		NO.   Comments 01   Issue for DA-HRM - June 15th, 2015	
				Date	By
				June 15th, 2015	QW
BUILDING 'A' FLOOR PLAN LEVEL PARKING				Scale:	3/22 = 1'-0"
				Drawn:	QW
				Date:	June 15th, 2015
A1					

# Case 18599 Schedule E2-Building B Interior Parking Plans



Designer: <b>J Douglas Miller-Architect</b> VMG Management Group Halifax, NS B3M 4K4 info@vmlmillerarchitectgroup.com		Project By: <b>Garnar Investments Ltd.</b> Project Name: <b>COVERS EDGE COURT</b>	
Revision:	NO.	Comments	Date
	01	Issue for DA-HPM - June 15th 2015	June 15th 2015
			By: <b>QW</b>
<b>BUILDING 'B' FLOOR PLAN LEVEL PARKING</b>			Scale: 3/32" = 1'-0" Date: June 15th 2015 Drawn: <b>QW</b>
			AS

# Case 18599 - Schedule F-1 Building A Front and Rear Elevation Plans



Designer:  
**J. Douglas Miller - Architect**  
**VMG Management Group**  
 Halifax, NS B3M 4H4  
 info@vmanagementgroup.com

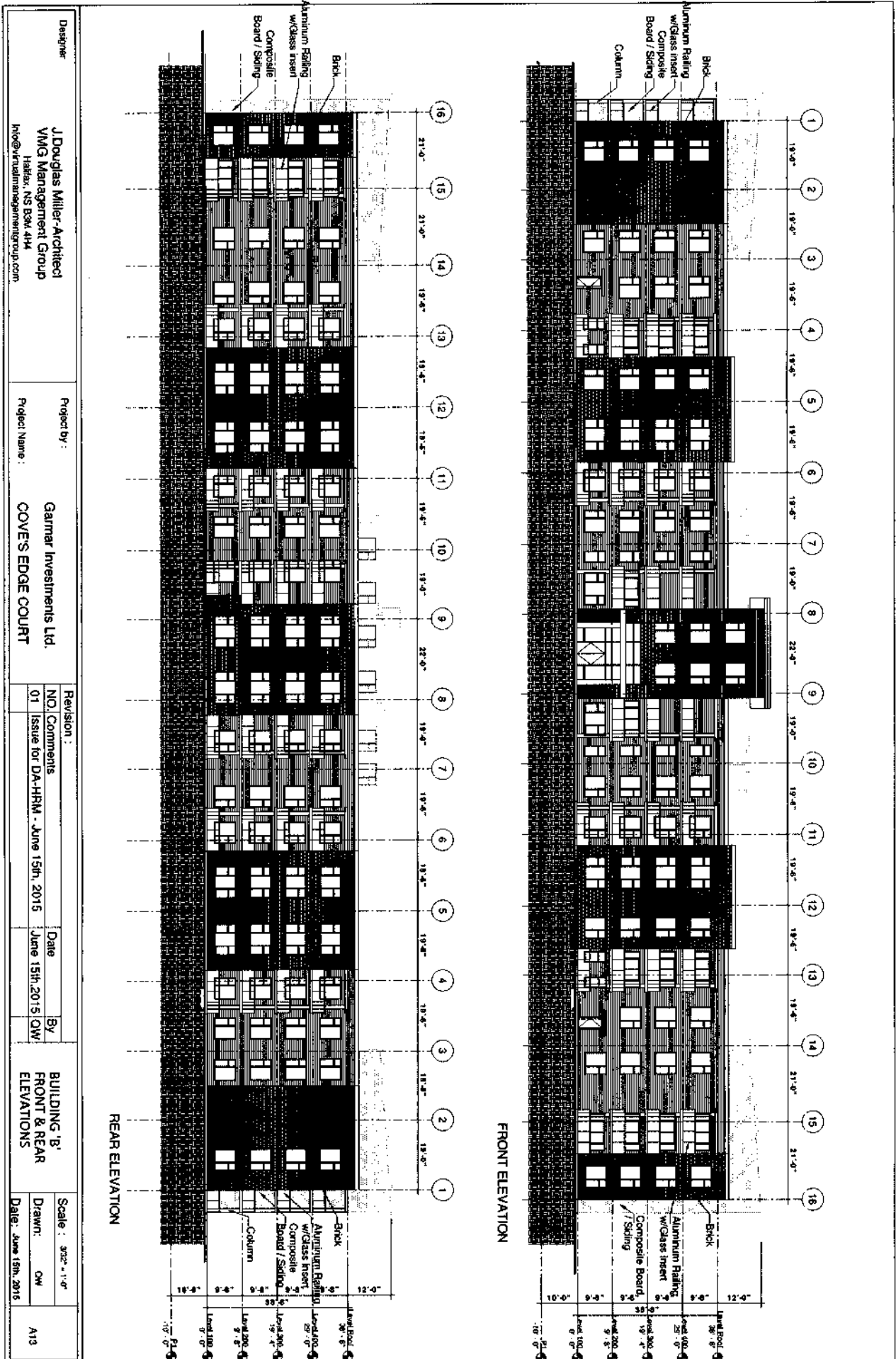
Project by:  
**Garnar Investments Ltd.**  
 Project Name:  
**COVERS EDGE COURT**

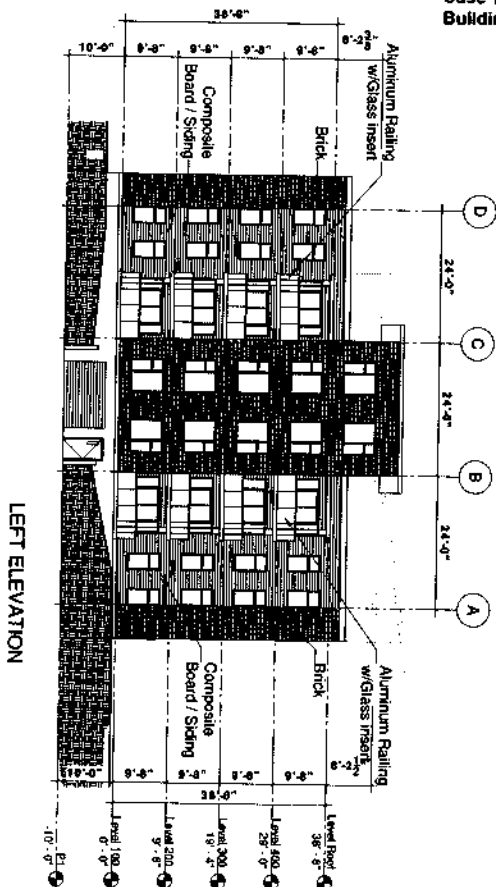
Revision:

NO.	Comments	Date	By
01	Issue for DA-HRM - June 15th, 2015	June 15th, 2015	QW

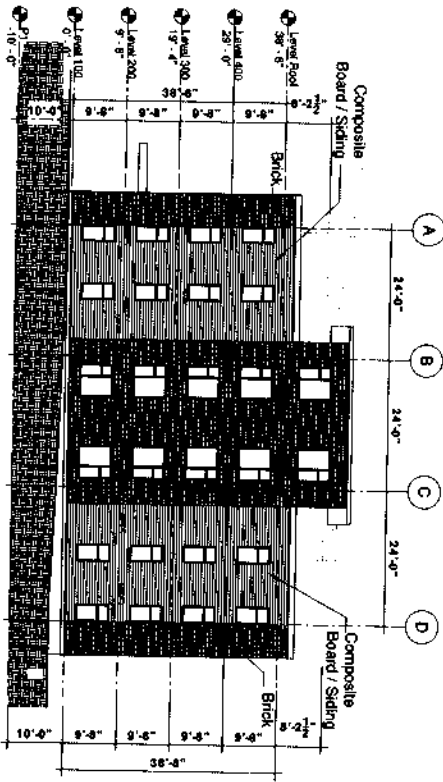
Scale: 3/32" = 1'-0"  
 Drawn: QW  
 Date: June 15th, 2015  
**BUILDING 'A'**  
**FRONT & REAR**  
**ELEVATIONS**  
 A6

# Case 18599- Schedule F-2- Building B Front and Rear Elevation Plans



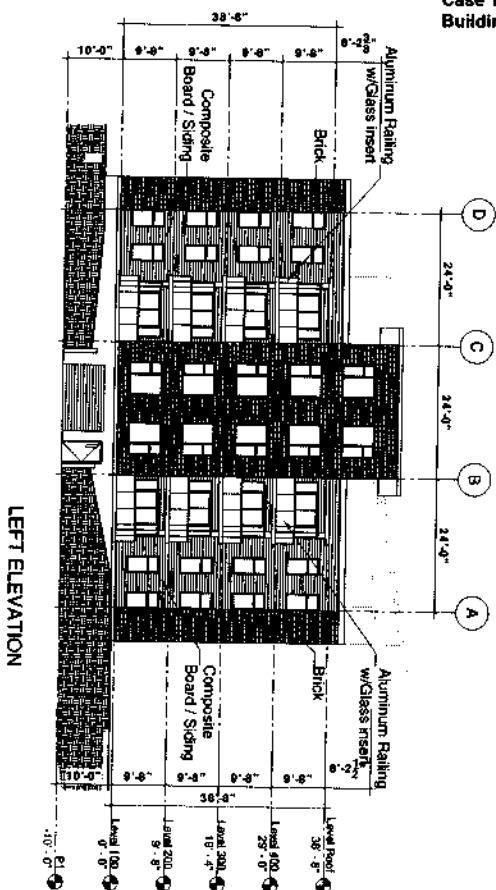


LEFT ELEVATION

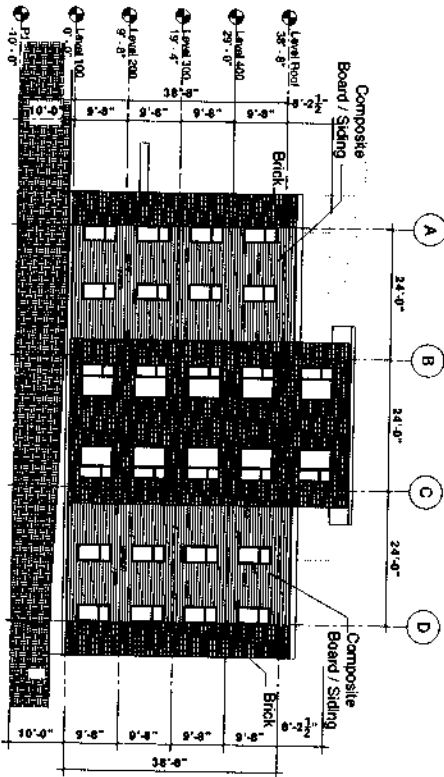


RIGHT ELEVATION

Designer:		Project by:		Revision:		Scale:	
J. Douglas Miller-Architect VMG Management Group Harris, NS B3W 4H4 Info@vmtlmanagementgroup.com		Garmar Investments Ltd. COVERS EDGE COURT		NO. Comments 01 Issue for DA-HRM - June 15th, 2015		3/32" = 1'-0"	
				Date June 15th, 2015		Drawn: QW	
				By QW		Date: June 15th, 2015	
				BUILDING 'A' LEFT & RIGHT ELEVATIONS		A14	



LEFT ELEVATION



RIGHT ELEVATION

Designer		Project by:		Revision:		Scale:	
J. Douglas Miller-Architect VMG Management Group Halifax, NS B3M 4H4 info@virtualmanagementgroup.com		Garmar Investments Ltd. COVERS, EDGE COURT		NO Comments 01 Issue for DA-HRM - June 15th, 2015		3/32" = 1'-0" Drawn: QW	
Info@virtualmanagementgroup.com		Project Name:		Date: June 15th, 2015 By: QW		Date: June 15th, 2015	
				BUILDING 'B' LEFT & RIGHT ELEVATIONS		A14	