

ATTACHMENT

H

EXISTING
DEVELOPMENT
AGREEMENTS

54070

1992

THIS AGREEMENT made this

/ day of

June

BETWEEN:

INDEPENDENT FUNERAL SERVICES INC.,
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 recognize the existing funeral home operation at 2024 to 2040 Robie Street in the City as a permitted use, pursuant to Section 83(c) of the peninsula 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 26th day of September, 1991, approved the said development agreement to permit the existing funeral home operation and associated parking as a permitted use subject to the registered owner of the lands described herein entering into this agreement;

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

1. The Developer is the registered owner of the lands known as 2024, 2028-32 and 2040 Robie Street in the City of Halifax, described in Schedules "A"- "D" hereto (hereinafter called the "lands").

2. The Developer shall not develop or use the lands for any other purpose other than a funeral home with associated parking as it presently exists at 2040 Robie Street.

APPROVED
AS TO FORM

City Solicitor

3. 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.

4. The City shall issue the necessary permits for the development upon the expiration of the twenty-one (21) day appeal period under Section 78 of the Planning Act, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken; provided, however, that the City shall not issue any occupancy permit for the development unless and until the development specified in the plans referred to in No. 2 hereof has been completed substantially in accordance with the said plans and the requirements of this have been met.

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) INDEPENDENT FUNERAL SERVICES
in the presence of) INC.

Per Donald J. Flynn

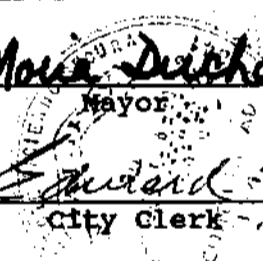
Per _____

CITY OF HALIFAX

Per Maria Ducharme
Mayor

Per Edward Kerr
City Clerk

W. G. ...
Michael ...



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 19th day of June, A.D., 1992,
before me, the subscriber personally came and appeared
Nancy Lowe a subscribing witness to the within
and foregoing Indenture, who, having been by me duly sworn,
made oath and said that INDEPENDENT FUNERAL SERVICES INC.,
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 her presence.

Original Signed

A Barrister of the Supreme Court
of Nova Scotia

ROBERT G. GRANT

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 7th day of July, A.D., 1991,
before me, the subscriber personally came and appeared
Mildred Hull 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
Moira Ducharme, its Mayor, and E. A. Kerr, its City Clerk,
its duly authorized officers in her presence.

Original Signed

Province of Nova Scotia
County of Halifax

A Barrister of the Supreme Court
of Nova Scotia

I hereby certify that the within Instrument
was recorded in the Registry of Deeds Office
at Halifax in the County of Halifax, N. S., Kevin Deveaux
at 2:10'clock P. M., on the 10th
day of July, A.D., 1992 in
Book No. 5257 at Pages 1070 - 1072
as Document Number 28528

Original Signed

Registrar of Deeds for the Registration
District of Halifax County

27062

THIS AGREEMENT made this 28 day of JUNE

1994

912

BETWEEN:

APPROVED AS TO FORM

Province of Nova Scotia
County of Halifax

INDEPENDENT FUNERAL SERVICES INC.,
a body corporate, in the County of
Halifax, Province of Nova Scotia,
(hereinafter called the "Developer")

I hereby certify that the within instrument
was recorded in the Registry of Deeds Office
at Halifax in the County of Halifax, N. S.,

OF THE FIRST PART

at 3:33 o'clock P. M. on the 30th
day of June A.D. 1994 in - and -
Book No. 5591 at Pages 912 - 916
as Document Number 27062

CITY OF HALIFAX,

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

Original Signed

Registrar of Deeds for the Registration
District of Halifax County Deputy

OF THE SECOND PART

WHEREAS the Developer wishes to obtain permission
to construct a parking lot at 2046 Robie Street in the City,
pursuant to Section 16AH of the peninsula 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 25th day of November, 1993, approved the said
development agreement to permit construction of a parking lot
subject to the registered owner of the lands described herein
entering into this agreement;

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

1. The Developer is the registered owner of the lands
known as 2046 Robie Street in the City of Halifax, described
in Schedule "A" hereto (hereinafter called the "lands").
2. The Developer shall construct on the lands a
parking lot, which in the opinion of the Development Officer,
is substantially in conformance with Plan No. P200/19631
filed in the City of Halifax Development and Planning
Department as Case No. 6766, and shall not develop or use the
lands for any other purpose other than a parking lot.

3. The Developer shall install a gate or chain at the ingress and egress points to the parking lot and shall ensure that the gate or chain is secure to prohibit parking on the lot after 10:00 p.m.

4. Any illumination of the parking lot shall be arranged in a manner that prevents the direct illumination of abutting residential properties.

5. The "development" shall be completed (completion is defined as fulfilling the terms of the entire agreement) within one (1) year from the date of final approval by Halifax City Council or any other bodies as necessary, whichever approval is later, including any applicable appeal periods. If the "development" has not been completed by the applicable time, this agreement will terminate unless specifically extended, upon request of the applicant, by resolution of City Council and all rights and obligations arising hereunder shall be at an end.

6. 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.

7. The City shall issue the necessary permits for the development upon the expiration of the twenty-one (21) day appeal period under Section 78 of the Planning Act, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken; provided, however, that the City shall not issue any occupancy permit for the development unless and until the development specified in the plans referred to in No. 2 hereof has been completed substantially in accordance with the said plans and the requirements of this have been met.

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)
in the presence of)

Original Signed

INDEPENDENT FUNERAL SERVICES)
INC.)

Per Original Signed

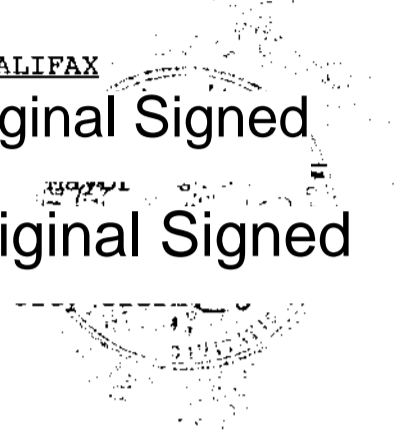
Per

CITY OF HALIFAX

Original Signed

Per Original Signed

Per Original Signed



PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

915

ON THIS 24th day of June, A.D., 1994,
before me, the subscriber personally came and appeared ~~Sheryl~~
~~108 Donald J. Flynn Drysdale~~ a subscribing witness to the within
and foregoing Indenture, who, having been by me duly sworn,
made oath and said that INDEPENDENT FUNERAL SERVICES INC.,
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 her presence.

Original Signed

A Barrister of the Supreme Court
of Nova Scotia

ROBERT G. GRANT

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 28 day of JUNE, A.D., 1994,
before me, the subscriber personally came and appeared
~~MILDRED J. HILL~~ 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
Moirra Ducharme, its Mayor, and E. A. Kerr, its City Clerk,
its duly authorized officers in her presence.

Original Signed

A Barrister of the Supreme Court
of Nova Scotia

GERALD J. GONEAU
A Barrister of the Supreme Court
of Nova Scotia

1. ALL that certain lot, piece and parcel of land situate, lying and being on the west side of Robie Street, in the City of Halifax, aforesaid, being the southern portion of a lot of land marked and numbered as Lot No. 4/35, on the framed plan of division of Doctor Charles Cogswell' land in the office of B. G. Gray, in Halifax, aforesaid; the lot under description being bounded and described as follows, that is to say:

BEGINNING at a point on the West side of Robie Street aforesaid being the southeast corner of a lot of land sold and conveyed by the said William H. L. Cogswell and Frederick R. Boardman, Exrs. and Trustees as aforesaid unto one Whitman A. Freeman;

THENCE from said point to run Southerly thirty-three feet and four inches along the western line of Robie Street, aforesaid, or to the northeast corner of Lot No. 3/34 on said Plan;

THENCE to run westwardly by the northern line of said last mentioned lot one hundred feet or to the northwest corner of said lot No. 3/34;

THENCE to run northerly by the eastern line of Lot No. 28/19 on said Plan thirty-three feet four inches or to the southwest corner of said Whitman A. Freeman's land;

THENCE eastwardly by the southern line of said last mentioned lands one hundred feet or to Robie Street aforesaid at the place of beginning;

BEING the portion of land conveyed to Mary E. Morton by Will dated September 16th, and filed on the 18th day of February, 1907 (335/525).