

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
Submitter's user number: 5776
Submitter's name: Emad Al-Sharief

In the matter of Parcel Identification Number (PID)

Table with 2 columns and 3 rows of PID numbers: 40049694, 40049884, 40160582 and 40049728, 41375940.

HALIFAX COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Kim MacKay, Registrar
105633672 - LRD ROD
AUG 20 2014
MM DD YYYY 11:13 AM Time

(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.

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

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.

May 4, 2009

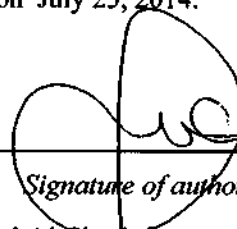
The following burdens are to be added and/or removed in the parcel register(s):  
 (Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

<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>	
<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

**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 Halifax, in the County of Halifax, Province of Nova Scotia, on July 25, 2014.



*Signature of authorized lawyer*

Name: Emad Al-Sharief

Address: 1100-1645 Granville Street, Halifax

Phone: 902-425-6000

E-mail: ealsharief@bloisnickerson.com

Fax: 902-429-7343.

- 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 14<sup>th</sup> day of August, 2014,

BETWEEN:

**ARMCO CAPITAL INC.**

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

Approved as to Form  
and Authority  
[Signature]  
Solicitor

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 the lands PID numbers 41375940, 40049694, 40049884, 40160582 and 40049728 on St. Margarets Bay Road in Beechville, Halifax located within the Timberlea Lakeside Beechville Plan Area 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 a mixed use residential and commercial development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and policies UR-11, UR-12, UR-19 and IM-12 of the Municipal Planning Strategy for Timberlea, Lakeside, Beechville and Section 3.6 of the Timberlea, Lakeside, Beechville Land Use By-law;

AND WHEREAS the Halifax and West Council for the Municipality approved this request at a meeting held on June 26, 2014, referenced as Municipal Case Number 18078;

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

\_\_\_\_\_

[Signature]  
SA

\_\_\_\_\_

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

### **1.1 Applicability of Agreement**

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

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

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

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

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

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

### **1.4 Conflict**

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

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

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

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

## **1.6 Provisions Severable**

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

## **PART 2: DEFINITIONS**

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

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Regional 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 with the following Schedules attached to this Agreement and filed in the Halifax Regional Municipality as Case Number 18078:

Schedule A	Description of the Lands
Schedule B	Land Use Map
Schedule C	Typical Berm Section
Schedule D	Land To be Determined (TBD) Sketch

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

3.2.1 Prior to the commencement of any site work or disturbance in the applicable phase the Developer shall:

- (a) Provide the design of the buffers pursuant to Sections 3.5.8 and 3.5.10;
- (b) Delineate the area to be dedicated as parkland pursuant to Section 3.6.8;
- (c) Obtain an executed subdivision agreement from the Municipality, pursuant to Section 3.7 of this Agreement and the Regional Subdivision By-law; and
- (d) Provide a copy of a letter from the Coordinator of Special Places with the Culture and Heritage Development Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia indicating the archaeological assessment and mitigation has been completed for the Lands and is in compliance with requirements set forth by the Province pursuant to Section 3.10 of this Agreement.

3.2.2 Prior to entering into an executed subdivision agreement for Phase 2, a second public street providing access for ingress and egress from the Lands to St. Margarets Bay Road shall be secured or constructed and deeded to the Municipality, pursuant to Section 3.4.5 of this Agreement.

- 3.2.3 Prior to the takeover of primary services, the Developer shall complete the construction of the buffers for the applicable phase, as shown on Schedules B and C and pursuant to Sections 3.5.8 3.5.9 and 3.5.10 of this Agreement.
- 3.2.4 Further to Section 3.2.2, site work or disturbance may be completed within Phase 2 in order to complete work for the development of the buffer.
- 3.2.5 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 until after a Development Permit has been issued by the Municipality. Upon the issuance of a Development Permit, the Developer shall comply 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.
- 3.2.6 Upon the issuance of the first Occupancy Permit, the Developer shall confirm to the Development Officer that the requirements of this Agreement, for the applicable phase, have been met.

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

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

- (a) Single Unit Dwellings;
- (b) Two Unit Dwellings;
- (c) Townhouse Dwellings;
- (d) Commercial Uses permitted in the C-1 Zone of the Land Use By-law for Timberlea Lakeside Beechville, as amended from time to time; and
- (e) Open Space Uses.

3.3.2 The maximum number of dwelling units permitted is 253 units.

3.3.3 Up to 50% of the total dwelling units may be a combination of two unit dwelling units and townhouse unit dwelling units.

3.3.4 The combination of two unit dwellings and townhouse unit dwellings shall have a minimum ratio of 70:30 or 30:70.

3.3.5 Further to subsection 3.3.2, the maximum number of dwelling units may be increased to 257 units if the commercial lands are developed as single unit dwellings, pursuant to Section 3.5.6 of this Agreement.

### **3.4 Phasing**

3.4.1 The development shall be completed in two phases as shown on Schedule B.

3.4.2 Phase 1 shall include the following:

- (a) residential development of up to 159 units;
- (b) parkland dedication; and
- (c) commercial development.

3.4.3 Of the total number of units permitted within Phase 1, up to 82 units may be a combination of two unit dwellings and townhouse units.

3.4.4 Phase 2 shall include the following:

- (a) the development of the remaining residential units; and
- (b) the extension of Higgins Avenue from Grosse Street to the property line in order to connect the development to the second public street providing ingress and egress to St. Margarets Bay Road.

3.4.5 No executed subdivision agreement shall be granted for Phase 2 until a second public street connection providing ingress and egress to St. Margarets Bay Road is secured or constructed and deeded to the Municipality.

### **3.5.1 Land Use Requirements**

3.5.1 A minimum of 50 % of all single unit dwelling lots on the Lands shall conform with the following requirements:

- (a) Minimum Lot Frontage: 40 feet
- (b) Minimum Lot Area: 4,000 square feet
- (c) Minimum Front Yard: 20 feet
- (d) Minimum Flankage Yard: 15 feet
- (e) Minimum Rear or Side Yard: 8 feet
- (f) Maximum Lot Coverage: 35 per cent
- (g) Maximum Height of Main Building: 35 feet

3.5.2 Up to 50 % of all single unit dwelling lots on the Lands shall conform with the following requirements:

- (a) Minimum Lot Frontage: 34 feet
- (b) Minimum Lot Area: 3,400 square feet
- (c) Minimum Front Yard: 20 feet
- (d) Minimum Flankage Yard: 15 feet
- (e) Minimum Rear or Side Yard: 6 feet
- (f) Maximum Lot Coverage: 35 per cent
- (g) Maximum Height of Main Building: 35 feet

3.5.3 Two unit dwelling lots shall conform with the R-2 (Two Unit Dwelling) Zone of the Land Use By-law for Timberlea Lakeside Beechville, as amended from time to time, with the exception that the minimum front yard shall be reduced to no less than 20 feet.

- 3.5.4 Townhouse dwelling lots shall conform with the R-5 (Townhouse Dwelling) Zone of the Land Use By-law for Timberlea Lakeside Beechville, as amended from time to time, with the exception that the maximum lot coverage shall be no more than 40%.
- 3.5.5 Commercial uses shall conform with the C-1 (Local Business) Zone of the Land Use By-law for Timberlea Lakeside Beechville, as amended from time to time.
- 3.5.6 Commercial uses shall be limited to the area noted as "Local Commercial Site" on Schedule B. If not developed for a commercial use, the commercial lands may be developed with single unit dwellings as per the requirements of Section 3.5.1 of this Agreement.
- 3.5.7 Further to Section 3.3.1 of this Agreement, day care uses and business uses in conjunction with a single unit dwelling and two unit dwelling shall be permitted pursuant the requirements of the corresponding zones of the Land Use By-law for Timberlea Lakeside Beechville, as amended from time to time.
- 3.5.8 A 15 foot buffer shall be provided on all lands for residential or commercial development that abut a Municipally Registered Heritage Property as shown on Schedule B and a preliminary design of the buffer shall be provided to the Municipality prior to any site work. The buffer shall comply with the following requirements:
- (a) No development shall be located in the buffer, including but not limited to any building, parking, or outdoor storage; and
  - (b) The buffer shall include plantings, such as trees or shrubbery, inclusive of existing vegetation, to provide a visual buffer from the neighbouring property.
- 3.5.9 A 5 foot buffer shall be provided on all lands for residential or commercial development that abut the P-2 property as shown on Schedule B. The buffer shall comply with the following requirements:
- (a) No development shall be located in the buffer, including but not limited to any building, parking, or outdoor storage;
  - (b) The buffer shall include plantings, such as trees or shrubbery, inclusive of existing vegetation, to provide a visual buffer from the neighbouring property; and
  - (c) Fencing shall be provided for commercial properties abutting the P-2 property. The fencing shall be constructed of a high quality material including wood, wrought iron or a similar material as determined by the Development Officer in his/her sole discretion, acting reasonably and in keeping with standard practices, but shall not include chain link fencing.
- 3.5.10 The Developer shall provide a buffer as generally constructed in accordance with Schedule C, located along the northwest boundary line, where the Lands abut the Bayers Lake Business Park. The buffer shall consist of a berm, vegetation and fencing. The final design of the buffer shall be provided to the Municipality for review and approval prior to any site work.



### **3.6 Parkland**

- 3.6.1 The Developer shall convey to the Municipality parkland as shown as Park on Schedule B at the time of final subdivision approval of Phase 1. Subject to meeting the other requirements of Section 3.6 of this Agreement, this shall satisfy the parkland dedication requirements for the development of the Lands as enabled by this Agreement. All parkland conveyed must meet the requirements of the Regional Subdivision By-law including that the parkland must meet the definition of "useable" as contained within the By-law.
- 3.6.2 The lands to be conveyed as parkland shall be able to accommodate a commercial driveway access from St. Margarets Bay Road.
- 3.6.3 The parkland shall be a minimum of 65.6 feet in width in all locations except where the parkland abuts the stormwater management infrastructure as shown on Schedule B. The width of the parkland in this area shall be adequate to provide a trail as determined by the Municipality in keeping with standard municipal practices.
- 3.6.4 Further to Section 3.6.3, where the parkland abuts the TBD lands, as shown on Schedule B, the width of parkland may also be reduced in accordance with Section 3.7.4 and as generally shown on Schedule D, provided that the width is adequate for trail development, inclusive of a buffer, as determined by the Municipality in keeping with standard municipal practices and meets all other requirements of this section.
- 3.6.5 Infrastructure for primary services may be considered on the lands to be conveyed as parkland, where the parkland is adjacent to the stormwater management area, as shown on Schedule B, and shall be subject to the following:
- (a) no barrier shall be created on the parkland which would impede pedestrian movement;
  - (b) the area of parkland shall meet the definition of "useable" as defined by the Regional Subdivision By-law; and
  - (c) the construction material and operational use is complementary to the parkland.
- 3.6.6 The design of any required pedestrian crossing over infrastructure for primary services for parkland purpose shall be submitted to the Municipality for review and approval and shall be in keeping with municipal standard practices.
- 3.6.7 The design and construction of all infrastructure for primary services within the proposed parkland will be the sole responsibility of the Developer and shall comply with the requirements of this Agreement and the Regional Subdivision By-law.
- 3.6.8 The area to be conveyed as parkland shall be undisturbed during construction and delineated on site with an appropriate method as approved by the Development Officer. The Developer shall provide written confirmation to the satisfaction of the Development Officer that the area of land to be dedicated has been appropriately marked. Such demarcations shall be maintained by the Developer or future property owner for the duration of the construction and may be removed after the acceptance of the parkland by the Municipality. The Developer shall not use in anyway whatsoever the parkland area other than in accordance with the development of the stormwater area.

### **3.7 Subdivision**

- 3.7.1 Subdivision applications shall be submitted to the Development Officer in accordance with the phasing plan presented on Schedule B and Section 3.4 of this Agreement.
- 3.7.2 Subdivision applications shall include a table that tracks the proposed total number of dwelling units and type dwelling units. In the case of subdivision application(s) for the 2<sup>nd</sup> phase, the table shall also include the total number of dwelling units and dwelling types that received approval in the 1<sup>st</sup> phase.
- 3.7.3 This Agreement shall be deemed to meet the requirements of the Regional Subdivision By-law with respect to Concept Plan Approval.
- 3.7.4 Lands noted as "TBD" on Schedule B and D shall be provided as parkland or shall be consolidated with an abutting property at the time of subdivision in Phase 1. The dimensions of the TBD Lands shall be as generally shown on Schedule D. If the Lands are consolidated with an abutting property, the lands shall be subject to the P-2 Zone of the Timberlea Lakeside Beechville Land Use Bylaw as amended from time to time.
- 3.7.5 Pedestrian walkways shall be provided, as generally shown on Schedule B. An additional walkway connection between Granit Terrace and Gough Close is permitted.
- 3.7.6 Public road frontage shall be required for any parcel to be used for public utility purposes, including but not limited to, the stormwater infrastructure area, as generally shown on Schedule B.

### **3.8 Signs**

- 3.8.1 A maximum of two ground signs shall be permitted on the Lands for the purposes of a community sign and for the commercial site.
- 3.8.2 The community sign shall:
- (a) be set back a minimum of 8 feet from any lot line and shall not be located in or project over a public right-of-way, daylighting triangle, driveway or parking space;
  - (b) not exceed a height of 12 feet and the sign area shall not exceed 64 square feet per side; and
  - (c) be permitted to have a maximum of two sides;
- 3.8.3 The sign for the commercial site shall comply with the requirements for signage in the C-1 Zone of the Land Use By-law for Timberlea, Lakeside, Beechville.

### **3.9 Construction/Sales Structure**

- 3.9.1 A temporary structure shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction and sale of the development in accordance with this Agreement. The structure shall be removed from the Lands upon the acceptance of secondary services by the Municipality.

3.9.2 The construction of 3 model homes shall be permitted prior to receipt of final endorsement of Subdivision of Phase 1. The model homes shall not be occupied or cannot connect to municipal services until the acceptance of primary services.

### **3.10 Archeological Resources**

3.10.1 The Developer shall contact the coordinator of Special Places with the Culture and Heritage Development Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia prior to any disturbance of the Lands and the Developer shall comply with requirements set forth by the Province in this regard.

3.10.2 The Developer shall provide a copy of the letter from the Coordinator of Special Places with the Culture and Heritage Development Division of the Department of Communities, Culture and Heritage of the Province of Nova Scotia indicating the archaeological assessment and mitigation has been completed to the Development Officer prior to site work on the Lands.

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

### **4.1 General Provisions**

4.1.1 All construction shall conform to the most current edition of the HRM Municipal Design Guidelines and Halifax Water's Design and Construction Specifications and shall receive written approval from the Development Engineer prior to undertaking any work.

4.1.2 Any disturbance to existing off-site infrastructure resulting from the development, including 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 Engineer. Furthermore, the Developer shall be responsible for all costs and work associated with the relocation of on-site/ off-site underground services, overhead wires and traffic signals to accommodate the needs of the development.

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

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

5.1.1 Prior to the commencement of any site work on the Lands for construction of streets and services, including grade alteration or tree removal other than that required for preliminary survey purposes, or associated off-site works, the Developer shall:

- (a) Submit to the Development Officer a detailed Site Disturbance Plan, prepared, stamped and certified by a Professional Engineer indicating the sequence and phasing of construction and the areas to be disturbed or undisturbed;
- (b) Submit to the Development Officer a detailed Erosion and Sedimentation Control Plan prepared, stamped and certified by a Professional Engineer in accordance with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment.

Notwithstanding other Sections of this Agreement, no work is permitted on the Lands until the requirements of this clause have been met and implemented. The Erosion and Sedimentation Control Plan shall indicate the sequence of construction, all proposed detailed erosion and sedimentation control measures and interim stormwater management measures to be put in place prior to and during construction; and

- (c) Submit to the Development Officer a detailed Site Grading Plan prepared, stamped and certified by a Professional Engineer, which shall include an appropriate stormwater management system. The Site Grading Plan shall identify structural and vegetative stormwater management measures, which may include infiltration, retention, and detention controls, wetlands, vegetative swales, filter strips, and buffers that will minimize adverse impacts on receiving watercourses during and after construction.

## **5.2 Failure to Conform to Plans**

If the Developer fails at any time during any site work or construction to fully conform to the approved plans as required under this Agreement, the Municipality shall require that all site and construction works cease, except for works which may be approved by the Development Engineer to ensure compliance with the environmental protection measures.

## **PART 6: AMENDMENTS**

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

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

- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3 of this Agreement; and
- (b) The length of time for the completion of the development as identified in Section 7.5 of this Agreement.

### **6.2 Substantive Amendments**

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

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

### **7.1 Registration**

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

## **7.2 Subsequent Owners**

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

## **7.3 Commencement of Development**

- 7.3.1 In the event that development on the Lands has not commenced within 4 years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean final subdivision approval of the lots in Phase 1.
- 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 6.1.1(a), 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**

Upon the completion of the whole development or complete phases of the development, Council may review this Agreement, in whole or in part, and may:

- (a) retain the Agreement in its present form;
- (b) negotiate a new Agreement;
- (c) discharge this Agreement; or
- (d) for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Timberlea Lakeside Beechville 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 10 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office Council may review this Agreement, in whole or in part, and may:
- (a) retain the Agreement in its present form;
  - (b) negotiate a new Agreement; or
  - (c) discharge this Agreement.

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

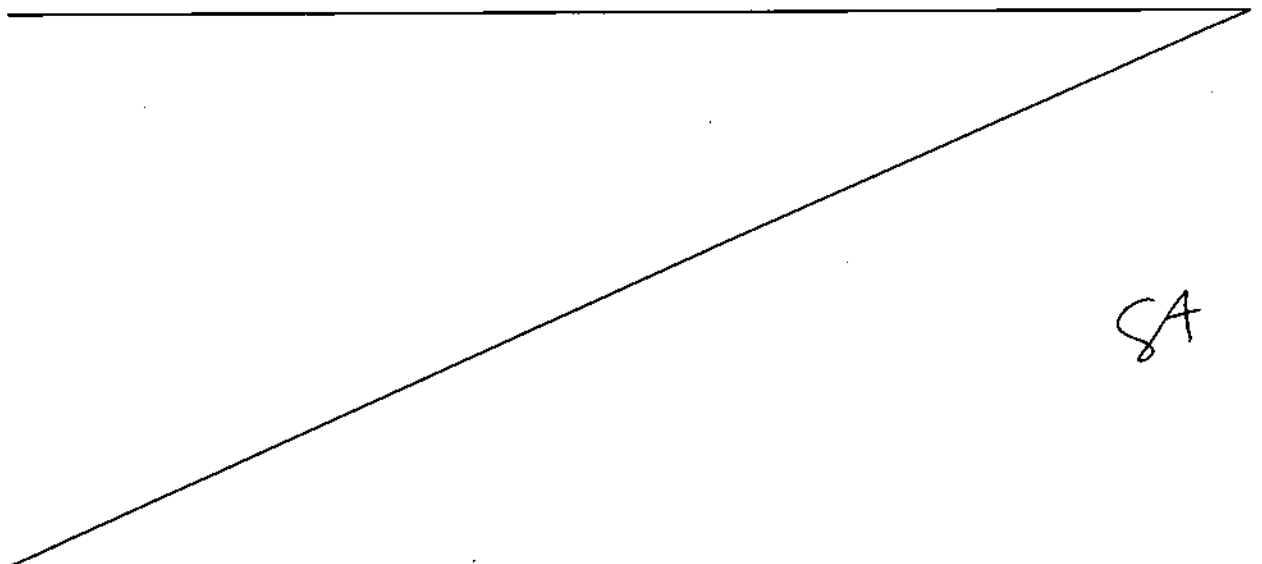
**8.1 Enforcement**

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

**8.2 Failure to Comply**

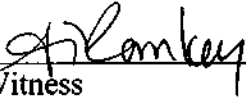
If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer fourteen days written notice of the failure or default, then in each such case:

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




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:


  
\_\_\_\_\_  
Witness

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

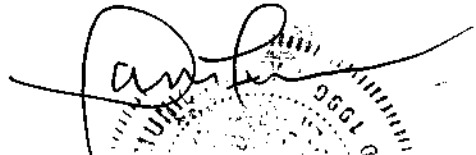
  
\_\_\_\_\_  
Witness

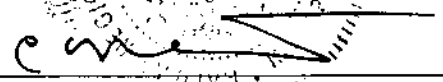
  
\_\_\_\_\_  
Witness

**ARMCO CAPITAL INC.**

Per:   
\_\_\_\_\_  
SIME ARMOYAN  
PRESIDENT

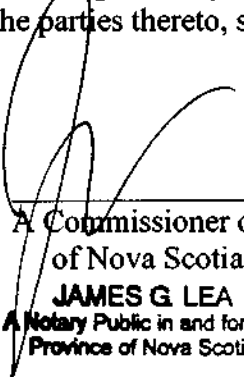
**HALIFAX REGIONAL MUNICIPALITY**

  
\_\_\_\_\_  
Deputy Mayor Darren Fisher

  
\_\_\_\_\_  
Municipal Clerk

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

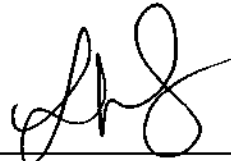
On this 16<sup>th</sup> day of July, A.D., 2014, before me, the subscriber personally came and appeared Abha Ramkey a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that ARMCO CAPITAL INC., one of the parties thereto, signed, sealed and delivered the same in his/her presence.

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

**JAMES G LEA**  
A Notary Public in and for the  
Province of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF HALIFAX, NOVA SCOTIA

On this 14<sup>th</sup> day of August, A.D., 2014, before me, the subscriber personally came and appeared Lise Sobh & Coi McKinnon the subscribing witness to the foregoing Indenture who being by me sworn, made oath, and said that Mike Savage, Mayor, and Cathy Mellett, Clerk of the Halifax Regional Municipality, signed the same and affixed the seal of the said Municipality thereto in his/her presence.

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

**LIAM MACSWEEN**  
A Commissioner of the  
Supreme Court of Nova Scotia



## Schedule "A"

PID No. 40049694

### Parcel Description

ALL that certain block of land situated on the northern side of St. Margarets Bay Road in the district of Beechville, County of Halifax, Province of Nova Scotia shown as Block F on a plan Servant Dunbrack, McKenzie & MacDonald Ltd. of survey of Blocks F & S, Lands conveyed to The Franklin Service Company Limited, signed by Terrance R. Doogue, N.S.L.S., dated July 31, 2002 and being more particularly described as follows:

BEGINNING on the curved northern boundary of St. Margarets Bay at the southeastern corner of Lot G-1;

THENCE N 35 degrees 31 minutes 27 seconds E 62.75 feet along the southeastern boundary of said Lot G-1 to its intersection with the shore line of Lovett Lake;

THENCE northeasterly, northwesterly, northerly and northwesterly following the various courses of the shore line of Lovett Lake for a distance of 1,706 feet more or less to its intersection with the curved southern boundary of lands of the Canadian National Railway Company; said point being distant 315.11 feet on a bearing of North 38 degrees 36 minutes 49 seconds E, distant 425.70 feet on a bearing of North 31 degrees 26 degrees 30 minutes West, distant 334.25 feet on a bearing of North 12 degrees 15 minutes 38 seconds East and distant 440.63 feet on a bearing of North 28 degrees 41 minutes 34 seconds W from the last described point;

THENCE northeasterly on a curve to the left which has a radius of 1,452.50 feet for a distance of 391.46 feet along the curved southeastern boundary of lands of the Canadian National Railway Company to a point of curvature;

THENCE North 60 degrees 09 minutes 44 seconds East, 1,513.64 feet along the southeastern boundary of said lands of the Canadian National Railway Company to its intersection with the southern boundary of Parcel F, lands conveyed to Canadian National Railway Company by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 4892 at Page 644;

THENCE North 79 degrees 14 minutes 36 seconds East, 208.41 feet along the southern boundary of said Parcel F to the southeastern corner thereof;

THENCE South 61 degrees 27 minutes 02 seconds East, 79.45 feet along the southwestern boundary of Lot 56A to an angle therein;

THENCE South 28 degrees 39 minutes 00 seconds West, 2,183.53 feet along the northwestern boundary of said Lot 56A, Block A, lands conveyed to Anahid Investments Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 5929, Page 1013; Book 5929, Page 1020 and Book 5929, Page 1026 and lands conveyed to Frank Leo and Yvonne Theresa Dominey by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 4829, Page 465 to the eastern corner of lands conveyed to the Trustees of the Beechville Baptist Church by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 3358 at Page 551;

THENCE North 66 degrees 24 minutes 50 seconds West, 411.11 feet along the northeastern boundary of said lands conveyed to the Trustees of the Beechville Baptists Church and other lands conveyed to the Trustees of the Beechville Baptist Church by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 385, Page 791 to the northwestern corner thereof;

THENCE South 13 degrees 09 minutes 10 seconds West, 214.50 feet along the western boundary of said lands conveyed to the Trustees of The Beechville Baptist Church to the western corner thereof;

THENCE South 64 degrees 05 minutes 00 seconds East, 135.95 feet along the southwestern boundary of said lands conveyed to the Trustees of The Beechville Baptist Church to the northwestern corner of Lot B;

THENCE South 13 degrees 19 minutes 00 seconds West, 194.55 feet along the western boundary of said Lot B to its intersection with the northern boundary of St. Margarets Bay Road;

THENCE South 75 degrees 54 minutes 35 seconds West, 197.37 feet along the northern boundary of the St. Margarets Bay Road to a point of curvature;

THENCE westerly on a curve to the right which has a radius of 677.87 feet for a distance of 236.94 feet along the curved northern boundary of the St. Margarets Bay Road to the place of beginning.

CONTAINING 41.147 acres more or less.

ALL bearings are Nova Scotia Coordinate Survey System Grid Bearings and are referred to Central Meridian, 64 degrees 30 minutes West.

The above described Block F being lands conveyed to the Franklin Service Company Limited by Indenture recorded at the Registry of Deeds for the County of Halifax in Book 1952 at Page 192, and a portion of lands conveyed to the Franklin Service Company Limited by an Indenture recorded at the Registry of Deeds for the County of Halifax in Book 1379 at Page 482.

TOGETHER with rights with respect to a 30 feet wide Right-of-way by virtue of Indenture recorded at the Registry of Deeds for the County of Halifax in Book 1379 at Page 482; said 30 foot wide Right of Way being situated on the adjoining Lot B, containing an area of 9,058 square feet and being mathematically delineated on the above referred to plan. Together with an Easement/Right of Way, more particularly described in the Grant of Easement, recorded at the Halifax Land Registration Office on April 18, 2011 as Document No. 98155634.

Subject to an Easement/Right of Way in favour of the Halifax Regional Water Commission, recorded at the Halifax Land Registration Office on October 24, 2011 as Document No. 99387657.

Subject to an Easement/Right of Way in favour of the Halifax Regional Water Commission, recorded at the Halifax Land Registration Office on April 14, 2011 as Document No. 98142608.

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because the lot exceeds ten hectares in area.

And

**Parcel Description**

PID: 40049884

ALL that certain lot, part, or parcel of land situate, lying, and being at Beechville, in the County of Halifax, Nova Scotia, and being more particularly described as follows:

BEGINNING at a stake placed on the Eastern line of the church lot and on the Northern side of the Church Road;

THENCE Southeasterly along the said Northern side of Church Road a distance of 50 feet to a stake;

THENCE Northeasterly parallel to the said Eastern line of the church lot and the Eastern line of land now or formerly of one William Bishop, a distance of 1,716 feet to a stake;

THENCE Northwesterly parallel to the said Northern line of Church Road a distance of 50 feet to the said Eastern line of said William Bishop land before mentioned;

THENCE Southwesterly along the said Eastern line of the William Bishop's lot at the Church lot a distance of 1.716 feet more or less to the place of beginning.

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

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

And

**Parcel Description**

PID No. 40160582

Registration County: HALIFAX COUNTY

Street/Place Name: ST MARGARETS BAY ROAD /BEECHVILLE

Title of Plan: PLAN OF SURVEY OF BLOCKS A, B & C PARCELS HLD & RL-1A BEING A S/D OF PARCEL RL-1 LANDS OF ARMCO CAPITAL INC.

Designation of Parcel on Plan: PARCEL RL-1A

Registration Number of Plan: 98089924

Registration Date of Plan: 2011-04-06 15:59:51

Together with an Easement/Right of Way as recorded at Halifax County Registry of Deeds, on August 16, 1996 as Document No. 33537.

Subject to an Agreement re Use of Land in favour of the Halifax Regional Municipality as recorded at the Halifax Land Registration Office on April 1, 2010 as Document No. 95631421.

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

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act  
Registration District: HALIFAX COUNTY  
Registration Year: 2011  
Plan or Document Number: 98089924

And

**Parcel Description**

PID No. 40049728

ALL that certain lot, piece or parcel of land situate, lying and being at Beechville in the County of Halifax, Province of Nova Scotia, and being more particularly described as follows:

BEGINNING on the northern boundary of the St. Margarets Bay Road at the southeastern corner of a lot of land deeded by Richard Hamilton to Beatrice Talbot on the 27th day of September, A.D. 1944, and recorded in the Registry of Deeds at Halifax in Book 887 Page 553;

THENCE northeasterly along the eastern boundary of the said lot 1716 feet to a stake;

THENCE southeasterly parallel to the north line of the St. Margarets Bay Road a distance of 250 feet more or less to property of the Standard Construction Company Limited;

THENCE Southerly along the eastern boundary of the said Standard Construction Company Limited land 1716 feet more or less to the northern side of the St. Margarets Bay Road;

THENCE Easterly along the northern boundary of the St. Margarets Bay Road 250 feet more or less to the place of beginning.

The description for this parcel originates with a deed dated September 26, 1953, registered in the registration district of Halifax in book 1234 at page 290 and the subdivision is validated by Section 291 of the Municipal Government Act.

And

**Parcel Description**

PID No. 41375940

All that certain lot of land situate St. Margaret's Bay Road and described thus:

Beginning at a large stone in the wall on the northeast side of said road at the southern angle of ten acres granted to J. Maxwell at Beech Hill;

Thence North forty nine degrees east twenty six chains and sixty six links to the eastern angle of the Hamilton lot;

Thence north forty degrees west three chains and seventy nine links to land granted to George Yeadon;

Thence north forty nine degrees east seven chains more or less to the western line of the old Weeterwolt Grant;

Thence south eleven degrees east by said line fourteen chains and twenty seven links or to the northeast angle of twenty three acres granted to one Isnor;

Thence south seventy eight degrees thirty minutes west ten chains to the northwest angle of said Isnor's lot;

Thence southwesterly by a right line twenty four chains more or less to the eastern end of R. Munroe's stone wall;

Thence south forty eight degrees west three chains and seventy eight links;  
Thence south forty degrees west three chains and three links to said road;  
Thence northwesterly by the same to the place of beginning;  
The same having been granted to William Wilson by grant registered at Halifax in Grant Book 5, Page 203.

And also reserving thereout all those certain lots described in a Deed to the British American Oil Company Limited in Book 1524 at Page 177 and in a Deed to Mont's Transfer Limited in Book 3439 at Page 515.

Saving and excepting Block A shown on an approved plan, filed on March 18, 1998, as Plan No. 32568.

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

Compliance:

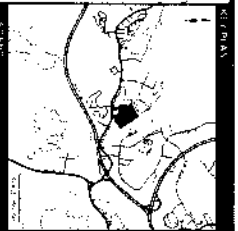
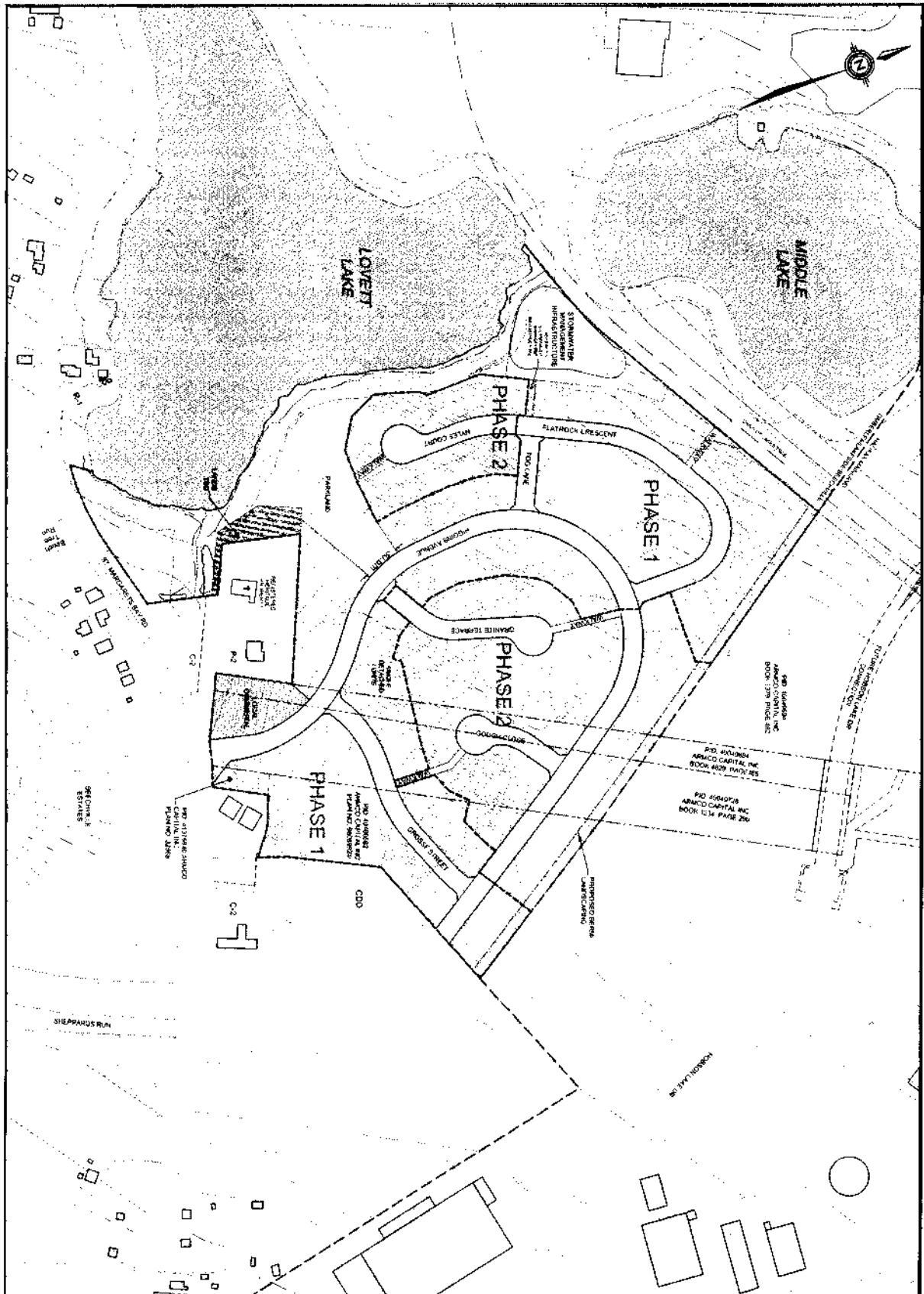
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HALIFAX COUNTY

Registration Year: 1998

Plan or Document Number: 32568

**Reserving therefrom all the lands to the north of the Timberlea Lakeside Beechville Plan Area.**



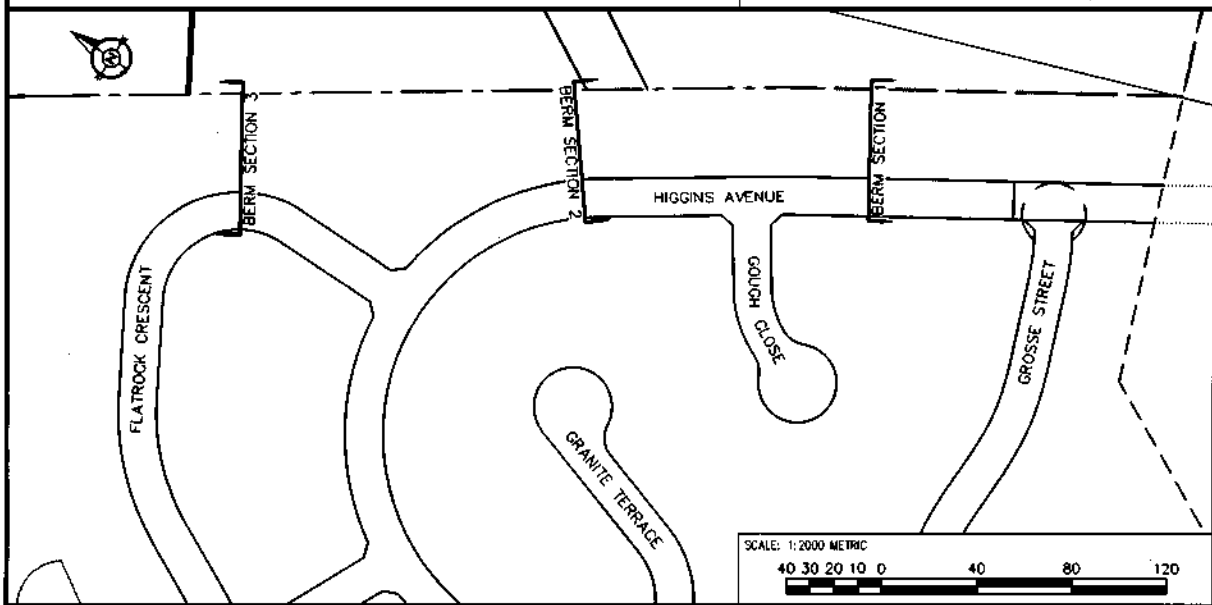
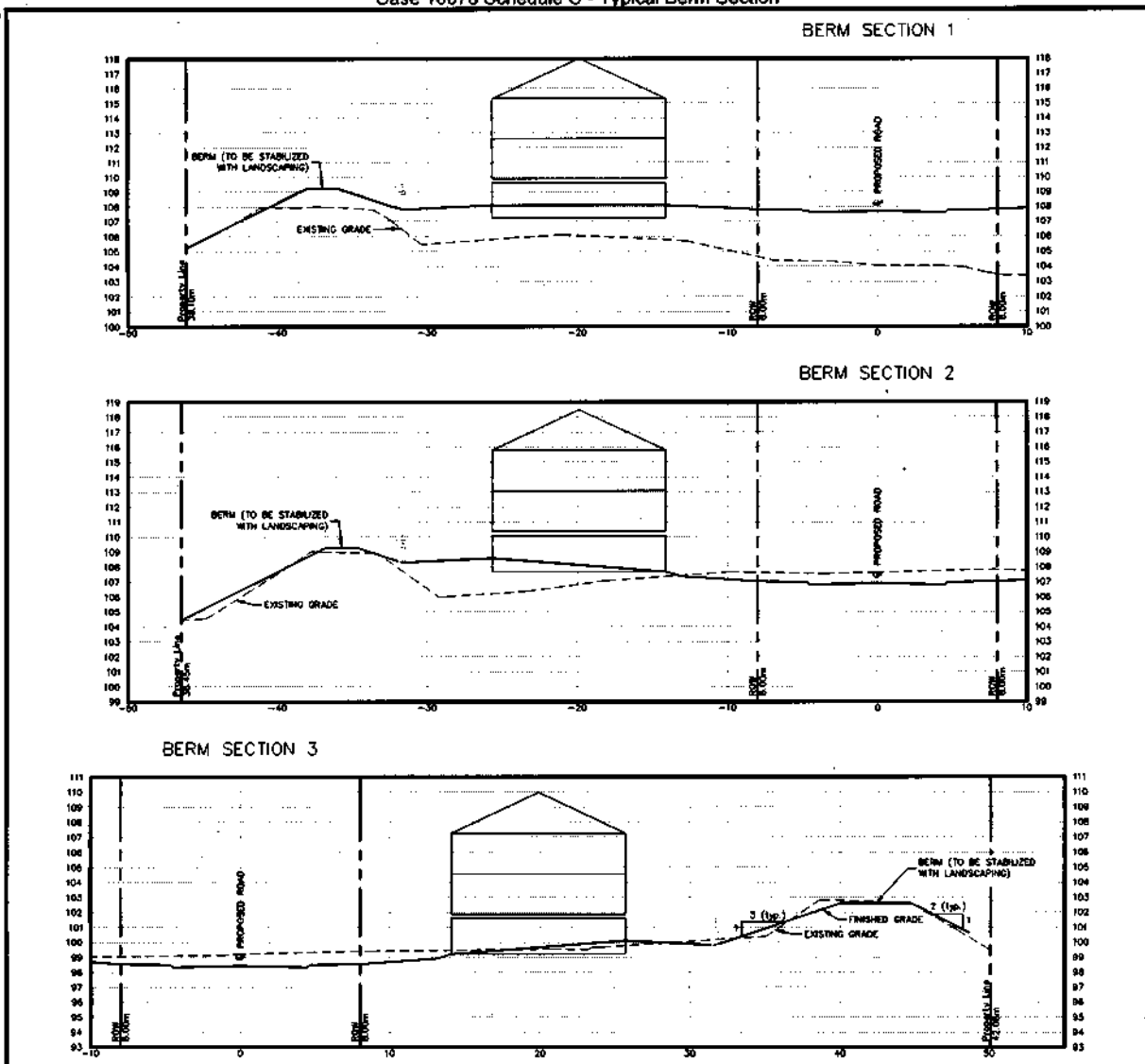
**DATE SUBMITTED:** 07/15/2014  
**PROJECT NAME:** ARMCO CAPITAL INC. BOOK 4629 PAGE 285  
**OWNER:** ARMCO CAPITAL INC. BOOK 4629 PAGE 285  
**PREPARED BY:** GENIVAR  
**SCALE:** AS SHOWN  
**PROJECT NO.:** 120

NO.	DESCRIPTION	DATE	BY
1	PRELIMINARY PLAN	07/15/2014	GENIVAR
2	FINAL PLAN	07/15/2014	GENIVAR

**GENIVAR**  
 1001 FLEMING ST. S.W.  
 ALBUQUERQUE, NM 87102  
 TEL: 505.263.1200  
 FAX: 505.263.1201  
 WWW.GENIVAR.COM

**ARMCO**  
 1001 FLEMING ST. S.W.  
 ALBUQUERQUE, NM 87102  
 TEL: 505.263.1200  
 FAX: 505.263.1201  
 WWW.ARMCO.COM

**GENIVAR**  
 1001 FLEMING ST. S.W.  
 ALBUQUERQUE, NM 87102  
 TEL: 505.263.1200  
 FAX: 505.263.1201  
 WWW.GENIVAR.COM



 <p>GENIVAR 100 BENTLEY LAKE DRIVE DARTMOUTH, NEWSCOTIA CANADA B3B 5Y7 PHONE: 902-269-5555 • FAX: 902-269-1945 WWW.GENIVAR.COM</p>	<p>TITLE</p> <p><b>LOVETT LAKE TYPICAL BERM SECTIONS</b></p>	<p>SCALE</p> <p>AS NOTED</p> <p>DATE: (YYYY/MM/DD)</p> <p>2014/03/07</p> <p>PROJECT NO:</p> <p>111-25011</p>	<p>REVISION</p> <p>0</p>
		<p>DRAWING NO:</p> <p>1</p>	

