

NOTE: This document is a draft for public review.

THIS AGREEMENT made this day of **Month, Day** 2022,

BETWEEN:

A. J. LEGROW HOLDINGS LIMITED, a body corporate, in the Province of Nova Scotia
(hereinafter 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 PID 41362161 and PID 41280546 along Mount Hope Avenue, Dartmouth and Lynn Drive, Dartmouth 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 the planning and design of a mixed-use development on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policies F-1, F-5, F-6, F-12 and IM-7 of the Regional Centre Municipal Planning Strategy and Section 11 and 491 of the Regional Centre Land Use By-law;

AND WHEREAS the Minister of Municipal Affairs and Housing, under Section 15 of Chapter 21 of the Acts of 2021, the *Housing in the Halifax Regional Municipality Act* designated the Lands as a special planning area for the purpose of accelerating housing developments in the Municipality;

AND WHEREAS the Minister approved this request to enter into a development agreement on (insert date), referenced as municipal case number 23820;

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

PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

- 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 Regional Centre Land Use By-law and the Regional Subdivision By-law, as may be amended from time to time.
- 1.2.2 Variances to the requirements of the Regional Centre Land Use By-law shall not be permitted.

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.
- 1.3.3 The Developer shall be responsible for complying with the requirements of the *Canadian Forces Base Shearwater Airfield Zoning Regulations* and any other requirements of the Department of National Defence.

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 Regional Centre Land Use By-law and Regional Subdivision 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.

- 1.5.2 At the time of application for either a final subdivision or any street access permit, any local improvement charges as required by By-law L-134 shall be paid in full.

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.

1.7 Lands

- 1.7.1 The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

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.

2.2 Definitions Specific to this Agreement

- 2.2.1 The following words used in this Agreement shall be defined as follows:
- (a) Notwithstanding the definition for Townhouse Dwelling Use, as contained within the Regional Centre Land Use By-law, **Townhouse Dwelling Use** means a building that is divided vertically into three or more dwelling units, where each unit is located on a separate lot, and each unit has an independent pedestrian entrance; or means a building that is divided vertically into three or more dwelling units, where each unit is capable of being located on separate lots, and each unit has an independent pedestrian entrance.
 - (b) **Pedestrian-scale lighting** means lighting designed to illuminate an area for pedestrian use, including, but not limited to, path lights, illuminated bollards, in-ground lighting, or light columns, but does not include lighting primarily designed for illuminating roads and streets for automobiles.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

- 3.1.1 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 23820:

Schedule A	Legal Description of the Lands
Schedule A1	Map of the Lands
Schedule B	Zone Boundaries
Schedule C	Maximum Building Height Precincts
Schedule D	Minimum Front and Flanking Setbacks
Schedule E	Active Transportation and Street Network Plan
Schedule F	Phasing Plan
Schedule G	Landscaping Plan
Schedule H	View Terminus Sites
Schedule I	Parkland and Environmentally Sensitive Areas
Schedule J	Watercourse Buffer

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, unless otherwise permitted by the Development Officer:
- (a) A residential unit tracking chart in accordance with section 3.3.1 of this agreement
 - (b) Payment for any outstanding appraisal costs accrued by the Municipality in accordance with Section 3.17 of this Agreement and Section 476 of the Regional Centre Land Use By-law;
 - (c) Density bonusing payment in accordance with Section 3.17 and Section 3.18 of this Agreement; and
 - (d) Where applicable, a final landscaping plan or the posting of securities in accordance with Section 3.9 of this Agreement.

- 3.2.2 For each phase of the development, prior to the issuance of any site work the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Post securities in accordance with Section 3.7.2 of this Agreement;
 - (b) Plan of Survey of approved subdivision of PIDs 41362161, and 41280546. This Plan of Survey shall comply with Section 3.7.1 of this Agreement; and
- 3.2.3 Prior to the issuance of any Grade Alteration or Lot Grading Permit, the Developer shall provide the following to the Development Officer, unless otherwise permitted by the Development Officer:
- (a) Post securities in accordance with Section 3.7.2 of this Agreement;
 - (b) Plan of Survey of approval subdivision of PIDs 41362161, and 41280546. This Plan of Survey shall comply with Section 3.7.1 of this Agreement; and
- 3.2.4 Prior to the issuance of the first Occupancy Permit for a building, the Developer shall provide the following to the Development Officer as applicable, unless otherwise permitted by the Development Officer:
- (a) Excluding any developments located within an ER-3 zone, payment of securities or written confirmation from a Landscape Architect which the Development Officer may accept as sufficient record of compliance with the Landscaping Plan in accordance with Section 3.9 of this Agreement;
 - (b) Written confirmation from a qualified professional which the Development Officer in consultation with the Development Engineer, may accept as sufficient record of compliance with Section 5.1 and Section 5.2 of this agreement; and
- 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 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 Regional Centre 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.

3.3 Land Use

- 3.3.1 The use(s) of the Lands permitted by this Agreement are the following:
- (a) a minimum of:
 - i. 10 residential buildings though any combination of semi-detached use buildings, three-unit Dwelling Use buildings and/or multi-unit dwelling use buildings containing up to 4 dwelling units each; and
 - ii. 200 Townhouse Dwellings; and
 - (b) a maximum of 39 Single-unit dwellings; and
 - (c) any use permitted within the applicable Zone as shown on Schedule B, subject to the provisions for the same zone contained within the Regional Centre Land Use By-law as may be amended from time to time, unless otherwise provided for in this agreement.

- (d) any use located in an HR-1 zone or HR-2 Zone, as shown on Schedule B, may be accessed from any use in an HR-1, HR-2, or ER-3 Zone.

Established Residential 3 Zone (ER-3 Zone)

- 3.3.2 The ER-3 Zone, as shown on Schedule B, shall permit multi-unit dwelling uses up to a maximum of four units on a lot.
- 3.3.3 Notwithstanding Section 51(1)(b) of the Regional Centre Land Use By-law, the ER-3 Zone, as shown on Schedule B, shall permit home occupation uses within multi-unit dwelling uses.
- 3.3.4 The ER-3 Zone, as shown on Schedule B, shall permit a maximum of 16 bedrooms in multi-unit dwelling uses.
- 3.3.5 A lot may contain a secondary or backyard suite in conjunction with a multi-unit dwelling use in the ER-3 zone.

Higher Order Residential 1 Zone (HR-1 Zone) and Higher-Order Residential 2 Zone (HR-2)

- 3.3.6 Notwithstanding ② of Table 1A: Permitted Uses By Zone of the Regional Centre Land Use By-law, within the HR-1 Zone and HR-2 Zone as shown on Schedule B, commercial uses shall be permitted on any lot.
- 3.3.7 Notwithstanding Section 64(1)(b)(ii) of the Regional Centre Land Use By-law, multi-unit dwellings in the HR-1 and HR-2 Zone shall not be required to provide three-bedroom dwelling units.

Protected Area Zone (PA)

- 3.3.8 The Protected Area Zone (PA), as shown on Schedule B, shall permit the following uses:
- (a) Conservation Uses;
 - (b) Park Uses;
 - (c) Structures required for stormwater management or erosion control;
 - (d) Educational signage, and interpretive features;
 - (e) Utility Uses; and
 - (f) Accessory Structures or Uses

3.4 Built Form

- 3.4.2 Notwithstanding Schedules 2, 15, 18 and 25 of the Regional Centre Land Use By-law, the following schedules of this agreement shall apply:

<u>Original Land Use By-law Schedule</u>	<u>Superseding Schedule in this Agreement</u>
Zone Boundaries (Schedule 2)	Schedule B
Maximum Building Height Precincts (Schedule 15)	Schedule C
Minimum Front and Flanking Yards (Schedule 18)	Schedule D
View Terminus Sites (Schedule 25)	Schedule H

ER-3 Zone

- 3.4.3 Notwithstanding Section 85 (1) of the Regional Centre Land Use By-law the minimum lot area requirements within the ER-3 Zone are set out in Table 1:

Table 1: Minimum required lot area requirements

Use	Minimum Lot Area
Townhouse dwelling use – interior units	130 square metres
Townhouse dwelling use – end units	185 square metres
Single-unit dwelling use, Two-unit Dwelling Use and Three-unit Dwelling Use	275 square metres
Semi-detached dwelling use	230 square metres
Multi-unit dwelling use	300 square metres

- 3.4.4 Notwithstanding Section 86 (1) of the Regional Centre Land Use By-law, and subject to 3.4.5, the minimum lot frontage requirements within the ER-3 Zone are set out in Table 2:

Table 2: Minimum required lot frontage requirements

Use	Minimum Lot Frontage
Townhouse dwelling use – interior units	4.8 metres
Townhouse dwelling use – end units	6.1 metres
Single-Unit dwelling use, Two-unit Dwelling Use and Three-unit Dwelling Use	9.7 metres
Semi-detached dwelling use	7.8 metres
Multi-unit dwelling use	10.9 metres

- 3.4.5 Where a lot faces the outside of a curve on a street, the minimum lot frontage requirements of 3.4.4 may be reduced:

- (a) for townhouse interior units to a minimum of 4.1 metres;
- (b) for townhouse end units to a minimum of 4.1 metres;
- (c) for a single-unit dwelling use, two-unit dwelling Use, three-unit dwelling Use and semi-detached dwelling use to a minimum of 6.1 metres;
- (d) for multi-unit dwelling uses to a minimum of 7.1 metres.

- 3.4.6 Notwithstanding Section 229 of the Regional Centre Land Use By-law the minimum side setback requirements within the ER-3 Zone are set out in Table 3:

Table 3: Minimum required side setback

Use	Minimum Side Setback
Townhouse dwelling use – interior units	0.0 metre along a common wall between each unit
Townhouse dwelling use – end units	0.0 metre along a common wall between each unit; 1.25 metres elsewhere
Single-unit dwelling use, Two-unit Dwelling Use and Three-unit Dwelling Use	0.9 metre
Semi-detached dwelling use	0.0 metre along a common wall between each unit; 1.25 metres elsewhere
Multi-unit dwelling use	1.8 metres

- 3.4.7 Notwithstanding Section 230 of the Regional Centre Land Use By-law the minimum rear setback requirements within the ER-3 Zone are set out in Table 4:

Table 4: Minimum required rear setback

Use	Minimum Rear Setback
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Townhouse dwelling use – interior units	2.4 metres
Townhouse dwelling use – end units	2.4 metres
Single-Unit dwelling use, Two-unit Dwelling Use and Three-unit Dwelling Use	2.4 metres
Semi-detached dwelling use	2.4 metres
Multi-unit dwelling use	2.4 metres

- 3.4.8 Notwithstanding Section 231 of the Regional Centre Land Use By-law the maximum lot coverage requirements within the ER-3 Zone are set out in Table 5:

Table 5: Maximum required lot coverage

Use	Maximum lot coverage
Townhouse dwelling use	50%
Single-Unit dwelling use, Two-unit Dwelling Use and Three-unit Dwelling Use	50%
Semi-detached dwelling use	50%
Multi-unit dwelling use	40%

- 3.4.9 Notwithstanding Section 89 of the Regional Centre Land Use By-law, for Townhouse Dwelling Uses within the ER-3 Zone, more than one main building is permitted on a lot if the lot has sufficient lot area and frontage to allow subdivision in accordance with the zone. A maximum of one townhouse block per lot is permitted under this section.

HR-1 Zone and HR-2 Zone

- 3.4.10 Notwithstanding Section 205(4) of the Regional Centre Land Use By-law, each ground floor shall, for no less than 70% of the streetwall:
- (a) commence no lower than 0.6 metre below the average finished grade of the land adjoining the streetwall; and
 - (b) commence no higher than 0.6 metre above the average finished grade of the land adjoining the streetwall.
- 3.4.11 Notwithstanding Section 205(6) of the Regional Centre Land Use By-law, the ground floor of a grade-related dwelling unit shall:
- (a) commence no lower than 1.5 metres below the average finished grade of the land adjoining the streetwall; and
 - (b) commence no higher than 1.5 metres above the average finished grade of the land adjoining the streetwall.
- 3.4.13 View Terminus Sites, as shown on Schedule H, shall comply with the requirements for View Terminus Sites of the Regional Centre Land Use By-law as amended from time to time. In addition to the approaches listed under Section 373 of the Regional Centre Land Use By-law, a view terminus site under this agreement may also satisfy the requirements of Section 373 if it provides a landscaped area which:
- (a) is a minimum of 350 square metres in area;
 - (b) contains a minimum of 10 trees that are not a shrub with a minimum base caliper of 50 millimetres;
 - (c) contains a minimum of 20 shrubs no less than 1.0 metre in height;
 - (d) contains a minimum of two benches;
 - (e) contains pedestrian-scale lighting; and
 - (f) contains a mixture of soft landscaping and hard landscaping.

- 3.4.14 Notwithstanding section 200(1) of the Regional Centre Land Use By-law, the maximum required streetwall height for a main building on a lot abutting Mount Hope Avenue shall be 14 metres.
- 3.4.15 Notwithstanding section 208(4) of the Regional Centre Land Use By-law, for buildings greater than 14 metres in height within the HR-1 and HR-2 Zone, the side and rear setbacks under 208(1) and 208(2) are not required if a main building has a minimum rear and side setback of:
- (a) 8.5 metres for mid-rise buildings; or
 - (b) 12.0 metres for tall mid-rise buildings.

Protected Area Zone

- 3.5.16 Except for structures associated with a utility use, structures in the Protected Area Zone, as shown on Schedule B, shall be limited to a maximum building footprint of 45 square metres per structure.
- 3.5.17 The minimum lot frontage requirement for the Protected Area Zone is 3.0 metres.
- 3.5.19 The minimum main building setback requirement from any lot line in the Protected Area Zone is 3.0 metres.
- 3.5.20 Subject to 3.5.16, Accessory structures shall meet the requirements of Part V, Chapter 19.

3.6 Design Requirements

ER-3 Zone

- 3.6.1 Subject to 3.6.2, within the ER-3 Zone, each low-density dwelling use and each main building containing a multi-unit dwelling use shall provide a minimum of one pedestrian entrance which fronts and faces a public street.
- 3.6.2 Any pedestrian entrance required under 3.6.1 shall not be required to face a public street if it is part of a porch or entryway which fronts on a public street.
- 3.6.3 Development in the ER-3 Zone is exempt from the requirements of Section 48(2) and 424 of the Regional Centre Land Use By-law.

HR-1 Zone and HR-2 Zone

- 3.6.4 Subject to 3.6.5, a main building within a HR-1 Zone or HR-2 Zone may exceed the maximum building width or maximum building depth requirements of Section 210(1) of the Regional Centre Land Use By-law to a maximum building dimension of 90 metres.
- 3.6.5 Subject to 3.6.6, any main building which exceeds the maximum building width or maximum building depth requirements of Section 210(1) of the Regional Centre Land Use By-law shall divide the streetwall into distinct sections between 0.3 and 8.0 metres in width, extending from the ground to the top of the streetwall and differentiate each section from abutting distinct sections by providing a minimum of two of the following:
- (a) different materials;
 - (b) different colours;
 - (c) recesses or projections that are no less than 0.6 metres deep;
 - (d) stepped portions in the streetwall;
 - (e) changes in the height of the streetwall; or

(f) living walls.

3.6.6 Streetwalls or exterior walls that face a front or flanking yard which exceed a maximum building width or depth of 64 metres shall incorporate a minimum of one recess in the wall, that extends vertically from the ground to the top of the wall, and that has a minimum required dimension of 5.0 metres in width and 1.8 metres in depth. To distinguish the recessed portion of the streetwall from abutting portions the recess shall provide a minimum of one of the following:

- (a) different materials;
- (b) different textures;
- (c) different colours;
- (e) changes in the height of the streetwall;
- (f) stepped portions in the streetwall; or
- (g) living walls.

3.6.7 Notwithstanding section 366 (b)(i) of the Regional Centre Land Use By-law, in the HR-1 and HR-2 Zone, for commercial uses, within a streetwall a building's ground floor façade shall consist of clear glass glazing for a minimum of 30% of the ground floor façade's surface area.

3.6.8 Notwithstanding section 366 (b)(ii) of the Regional Centre Land Use By-law, for all other uses, within a streetwall a building's ground floor façade shall consist of clear glass glazing for a minimum of 20% of the ground floor façade's surface area.

3.7 Subdivision of the Lands and Phasing

3.7.1 Subdivision applications shall be submitted to the Development Officer and the Development Officer shall grant subdivision approvals subject to and in accordance with the following terms and conditions:

- (a) The municipality and the developer agree that this agreement shall be taken to have fulfilled the requirements of a concept subdivision approval;
- (b) The Developer shall follow the full subdivision application process set out in the Regional Subdivision By-law, beginning with a complete Final Subdivision application.
- (c) The lands shall be permitted to be subdivided with alternate configurations as per the requirements of the Regional Centre Land Use By-law and the Regional Subdivision By-law as may be amended from time to time, and as varied by this agreement.

3.7.2 Phasing shall comply with the following conditions and sequences:

- (a) The development of the lands shall be sequential in two phases as shown on Schedule F;
- (b) Other than Phase 1, subsequent phases shall proceed once building permits have been issued in the previous phase;
- (c) Notwithstanding subsection 3.7.1(a) and (b), the Development Officer may grant approval for the entire development or multiple phases (in sequence) rather than of a single phase;
- (d) Notwithstanding subsection 3.7.1(a) and (b), the Development Officer may grant approval for partial Phases of the development. Prior to granting approval for a partial phase, the developer shall submit performance security in the amount of 110 percent of the estimated cost of uncompleted services for the phase or this can be waived if the Development Engineer determines that the portion of the incomplete phase is non-essential to the greater service network;
- (e) Notwithstanding 3.7.1(a) and (b), the Development Officer, in consultation with the Development Engineer, may vary the sequence of phasing.

3.8 Parking and Off-Street Loading

- 3.8.1 Notwithstanding section 232 (2) of the Regional Centre Land Use By-law, for any garage which is attached to a low-density dwelling use, garage doors facing the front or flanking lot line shall not exceed a maximum required width of 6.0 metres in total.
- 3.8.2 Notwithstanding section 433 (1) and Table 15 of the Regional Centre Land Use By-law, there is no minimum motor vehicle parking requirement for any residential use within the ER-3 zone as shown on Schedule B.
- 3.8.3 Notwithstanding section 435 of the Regional Centre Land Use By-law, for a low-density dwelling use, a maximum of 3.75 metres of the width of any front or flanking yard per dwelling unit may be used for the parking and manoeuvring of motor vehicles.
- 3.8.4 (1) Subject to subsection 3.8.4 (2), driveways for low-density dwelling uses shall be paired.
- (2) The Development Officer may waive the requirement to pair driveways in Subsection 3.8.4 (1) for one of the following conditions:
- (a) where the number of dwelling units under consideration results in an uneven number, then one dwelling unit is exempt from the pairing requirement; or
 - (b) where the pairing of driveways is deemed unfeasible due to one of the following constraints:
 - (i) the placement of services and utilities;
 - (ii) changes in grade;
 - (iii) the curvature of the road; or
 - (iv) in the opinion of the Development Engineer, there is a preferred alternative.
- 3.8.5 Notwithstanding sections 417, 425, 441, 444, and 445 of the Regional Centre Land Use By-law, accessory parking lots are permitted in conjunction with multi-unit dwelling uses in the ER-3 zone, as shown on Schedule B, and shall meet the following requirements:
- (a) except for driveways no greater than 3.5 metres wide each, not be located in a front or flanking yard; and
 - (b) a maximum of 8 parking spaces per lot are permitted.
- 3.8.6 Notwithstanding sections 417, 425, 441, 444, and 445 of the Regional Centre Land Use By-law, accessory parking lots are permitted in conjunction with townhouse uses in the ER-3 zone, as shown on Schedule B, and shall meet the following requirements:
- (a) except for driveways no greater than 3.5 metres wide each, not be located in a front or flanking yard; and
 - (b) a maximum of 9 parking spaces per lot are permitted.
- 3.8.7 Notwithstanding section 444 (1) of the Regional Centre Land Use By-law, accessory parking lots are permitted within any yard in the HR-1 and HR-2 zones, as shown on Schedule B, and shall meet the following requirements:
- (a) except for driveways, be setback from the streetline the same distance required for a main building on the lot; and
 - (b) not be located between a main building and a front or flanking lot line.
- 3.8.8 Notwithstanding section 449 and Table 16 of the Regional Centre Land Use By-law, development in the ER-3 Zone, as shown on Schedule B, are not required to provide bicycle parking spaces.

3.9 Landscaping

- 3.9.1 Landscaping shall be provided as shown on Schedule G, and as otherwise provided in this agreement.
- 3.9.2 A landscaped buffer shall be provided where development in the ER-3 Zone abuts Highway 111 ("Circumferential Highway"), excluding any portion of the lands encumbered by servicing and utility easements, subject to the following conditions:
- (a) the landscaped buffer shall contain existing vegetation for a minimum depth of 6 metres; and
 - (b) the required landscaped buffer shall be provided along the lot line that separates the development from Highway 111.
- 3.9.3 For any development in a HR-1 and HR-2 Zone, the requirements of 425 (1) of the Regional Centre Land Use By-law may also be satisfied when an area of existing vegetation a minimum of 3 metres in depth is maintained undisturbed between the edge of any accessory parking or off-street loading space and the property line instead of the required hedge, fence or wall.
- 3.9.4 Where a development in the ER-3 zone abuts a Protected Area Zone one of the following shall be provided along the lot line that separates the development from the Protected Area Zone:
- (a) a wooden fence no less than 1.2 metres high; or
 - (b) a chain-link fence no less than 1.2 metres high; or
 - (c) a masonry wall no less than 1.2 metres high.
- 3.9.5 Only the species listed on Schedule G may be planted within the "Naturalized Area with Native Plantings" area as shown on Schedule G.
- 3.9.6 When an area of land in the "Naturalized Area with Native Plantings" area as shown on Schedule G is disturbed or cleared, it shall be re-established with native plantings within 1 year from the date of first disturbance.

3.10 Parkland

- 3.10.1 Parkland shall generally conform with the location, area of land and dimensions as shown on Schedule I. The Development Officer, in consultation with the Parkland Planner, may permit variations to lot configuration provided the total area of Parkland is not reduced and meets the useable land definition of the Regional Subdivision By-law.
- 3.10.2 The proposed public parkland "Park 1" as shown on Schedule I shall be conveyed to the Municipality by the Developer in conjunction with final subdivision approval and shall be accepted as a primary service except as varied by this agreement.

3.11 Environmentally Sensitive Areas

- 3.11.1 Lands identified as Environmentally Sensitive Areas on Schedule I shall be considered optional for acceptance by the Municipality, and shall not count towards the required parkland contribution.

3.12 Interpretive and Educational Features

- 3.12.1 The Developer shall provide a minimum of two interpretive or educational features within the development from the following options:

- (a) educational signage presenting information on
 - i) the environmental functions and benefits of wetlands; or
 - ii) local flora and fauna; or
 - iii) stormwater management and landscaping; or
 - iv) local geological history such as glaciation or volcanism; or
 - v) local history or culture; or
 - vi) any combination of the above
 - (b) A trail head map which
 - i) provides a map of trails and streets in the development; and
 - ii) identifies features such as parks, wetlands, and bicycle paths.
- 3.12.2 Educational signage provided as part of this section shall:
- (a) be a minimum length and width of 60 centimetres;
 - (b) include a combination of photos, text and other graphics;
 - (c) be constructed to withstand the elements, and be secured in place to prevent theft; and
 - (d) be located in a prominent location easily accessible to the general public.
- 3.12.3 Trail head maps provided as part of this section shall:
- (a) be a minimum length and width of 90 centimetres;
 - (b) be constructed to withstand the elements, and be secured in place to prevent theft; and
 - (c) be located in a prominent location easily accessible to the general public.
- 3.12.4 The Developer shall submit a draft of the proposed signage or features to the Development Officer in a format suitable to the Development Officer for review prior to installation.

3.13 Active Transportation

- 3.13.1 All proposed active transportation facilities as shown on Schedule E shall meet the Municipal Design Guidelines unless otherwise stated in this agreement or varied by the Municipal Engineer.
- 3.13.2 Active transportation facilities shall substantially conform with the locations, dimensions, site improvements and site preparation areas illustrated on the Schedules and identified in this agreement with the final adjustments to configuration and grades of the site agreed upon by the Municipality and the Developer prior to subdivision approval being granted. The Development Officer may permit variations to lot configurations on lots to be used for active transportation purposes. All site preparation and development shall meet the requirements of the Municipality.
- 3.13.3 Trails shall be completed and deeded to the Municipality prior to the completion of each subdivision phase or as varied by the agreement.
- 3.13.4 Any trail located within the required watercourse buffer pursuant to 5.3.1 and 5.3.2 of this agreement shall be constructed of permeable materials.

3.14 Maintenance

- 3.14.1 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 any buildings, 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.

3.15 Reinstatement

3.15.1 All disturbed areas shall be reinstated to original condition or better.

3.15.2 Excluding disturbances for stormwater management or erosion control, utility and park purposes, all disturbed areas of the required wetland buffer shall be reinstated as per the requirements under section 3.9 of this agreement.

3.16 Backyard and Secondary Suites

3.16.1 Secondary Suites and Backyard Suites shall be permitted as per the requirements of the Regional Centre Land Use By-law. Secondary Suites and Backyard Suites shall not be counted towards the minimum or maximum number of units under Section 3.3.1.

3.17 Incentive or Bonus Zoning

3.17.2 The public benefit value shall be calculated as per Section 476 of the Regional Centre Land Use By-law.

3.17.3 Public benefit values shall be updated every three (3) years, from the date the assessment is completed in accordance with Section 476 of the Regional Centre Land Use By-law and no development permits may be issued for any phase that has not been appraised within the last three (3) years.

3.17.4 An appraisal shall be undertaken either for the entire site or for each phase of the development in accordance with Section 476 of the Land Use By-law.

3.17.5 Public benefit values shall be adjusted annually on April 1st in accordance with Section 477 and Appendix 3 of the Regional Centre Land Use By-law.

3.17.6 Subject to 3.18.2 and 3.18.3, the developer shall pay the required public benefit value for each phase of the development prior to the issuance of any development permits for each phase of the development. No development permit may be issued within any phase of the development without payment of the public benefit value required for that phase.

3.17.7 The applicant may choose to pay the public benefit value for the entire site in a single payment or on a per phase basis prior to the issuance of any given building permit within a phase.

3.17.8 Subject to 3.18 of this agreement, density bonusing allocations shall be subject to Sections 479 to 484 of the Regional Centre Land Use By-law.

3.17.9 Notwithstanding Section 472(5) of the Regional Centre Land Use By-law, where the developer provides incentive or bonus zoning in accordance with Section 479 of the land use by-law, or 3.19 of this agreement, a bonus zoning agreement may be required by the Development Officer. A bonus zoning agreement shall not be required when the public benefit is provided in the form of money-in-lieu.

3.18 Affordable Housing Alternative Public Benefits

3.18.1 Notwithstanding 479 and 480 (1) of the Regional Centre Land Use By-law, the Developer may provide

- (a) on-site dwelling units; or
- (b) on-site land

to fulfil all or a portion of the required Incentive or Bonus Zoning public benefit.

- 3.18.2 Land provided to the municipality as part of a public benefit shall be conveyed to the municipality prior to the issuance of any development permits for each phase of the development.
- 3.18.3 Dwelling units provided to the municipality as part of a public benefit shall be conveyed to the municipality as follows:
- (a) for phase 1 of the development, prior to the issuance of the first development permit for phase 2;
 - (b) for phase 2 of the development, prior to the issuance of the development permit for the 800th dwelling unit.
- 3.18.4 Land provided to the municipality as part of a requirement of this agreement shall front on a public street, be serviced by municipal services, and be suitable for construction.
- 3.18.5 Dwelling units provided to the municipality as part of a requirement of this agreement shall be substantially the same in appearance, design, amenities, and material quality as those dwelling units intended for rent or for sale by the developer elsewhere in the development.
- 3.18.6 The Municipality shall carry out an independent appraisal of any land or dwelling units to be supplied to the municipality as a public benefit, at the expense of the developer. The sum of the appraised value of the land and/or dwelling units shall be deducted from the balance of the required public benefit contribution when the transfer of the property to the municipality is complete.

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 General Provisions

- 4.1.1 All design and construction of primary and secondary service systems shall satisfy the most current edition of the Municipal Design Guidelines and Halifax Water Design and Construction Specifications unless otherwise varied by the Development Engineer or provided for in this Agreement, and shall receive written approval from the Development Engineering prior to undertaking the work.

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 Undergrounding Services

- 4.3.1 All secondary electrical, telephone and cable service to all buildings in the development shall be underground installation.

4.4 Site Preparation in a Subdivision

- 4.4.1 The Developer shall not commence site grading, excavation or blasting activities required for the installation of primary or secondary services in association with a subdivision prior to receiving final approval of the subdivision design unless otherwise permitted by the Development Officer.

4.5 Gaston Road Street Connection

- 4.5.1 Subject to 4.5.4, the developer agrees to pay all costs associated with the construction of a public street, as shown on Schedule E and identified as "Street A", having a minimum width of 15.3 metres, for the portion of the street located within PID 41362161, in coordination with the municipality. The public street ("Street A") shall be immediately adjacent to PID 00242735 and be capable of forming a portion of a continuous right-of-way a minimum of 15.3 metres in width from within PID 41362161 to Gaston Road.
- 4.5.2 The developer agrees to provide clear title to the proposed portion of the public street having a minimum width of 15.3 metres as generally shown on Schedule E and identified as "Street A" for the portion of the street located within PID 41362161.
- 4.5.3 The design of the street shall satisfy the most current edition of the Municipal Design Guidelines unless varied by the Development Engineer.
- 4.5.4 The Municipality may request that the developer build a public street connecting PID 41362161 to Gaston Road via the Southdale Lands Transportation Reserve as shown on Schedule 53 of the Regional Centre Land Use By-law at a mutually agreed upon time. The Municipality shall reimburse the developer for any costs related to the construction of portions of the street outside of PID 41362161, but the developer shall be responsible for any costs for the portion of the street within PID 41362161.
- 4.5.5 If by one (1) year following the completion of the development as outlined in Section 7.4, an agreement between the Municipality and the Developer to construct a public street under this section is not ratified by both parties, the developer may provide a cost estimate and payment for the value of construction of "Street A" for the portion of the street located within PID 41362161, in coordination with the municipality. The cost estimate shall be prepared by an independent qualified professional capable of determining the cost of the infrastructure.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Private Storm Water Facilities

- 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 Stormwater Management Plans and Erosion and Sedimentation Control Plan

- 5.2.1 Prior to the approval of a Final Plan of Subdivision a qualified engineer shall provide written confirmation to the Development Officer that:
 - (a) the overall design of the stormwater management system conforms to the most recent version of the *Municipal Design Guidelines* and Halifax Water Design and Construction Specifications, unless otherwise provided for in this agreement;
 - (b) that the system is designed for an average removal of 80% of Total Suspended Solids (TSS) on an annual loading basis from all stormwater runoff leaving the development site based on the post-development level of imperviousness.
- 5.2.2 Where easements are required as part of the stormwater system, the Developer shall provide the easements to the Municipality or Halifax Water as required.
- 5.2.3 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of stormwater.

- 5.2.4 In addition to the requirements for the full development site in 5.2.1 (b), , individual MICI sites, when constructed, must meet the requirements of By-Law G-200 Respecting Grading and Stormwater Management Associated with Land Development, and Administrative Order 2020-01-OP Respecting Stormwater Management Standards for Development Activities.

5.3 Watercourse Buffers

- 5.3.1 Subject to 5.3.2, and notwithstanding Section 75(2) and 75(3) of the Regional Centre Land Use By-law, a development permit shall not be issued for any development within the watercourse buffer as shown on Schedule J.
- 5.3.2 Within the required buffer, vegetation removal and grading is permitted on areas labelled as "Reinstated Slope" on Schedule J, or "Grade Altered/ Naturalized Area with Native Plantings" on Schedule G, for the construction of stormwater management or erosion control features, trails and for slopes which are intended for reinstatement under section 3.9.
- 5.3.3 The design of any linear features through the wetland, including streets, shall allow for the throughflow of water and maintain wetland functions as identified in the baseline Wetland Ecosystem Services Protocol (WESP) assessment.

5.4 Archaeological Monitoring and Protection

- 5.4.1 The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Coordinator of Special Places of the Nova Scotia Department of Communities, Culture and Heritage prior to any disturbance of the Lands and the Developer shall comply with the requirements set forth by the Province of Nova Scotia in this regard.

5.5 Sulphide Bearing Materials

- 5.5.1 The Developer agrees to comply with the legislation and regulations of the Province of Nova Scotia with regards to the handling, removal, and disposal of sulphide bearing materials, which may be found on the Lands.

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 the Development Officer.
- (a) The granting of an extension to the date of commencement of construction as identified in Section 7.3.1 of this Agreement;
 - (b) The length of time for the completion of the development as identified in Section 7.4 of this agreement up to a maximum of 3 years;
 - (c) A change in the number of each type of units provided under 3.3.1 of this agreement by up to 10% of each type;
 - (d) Changes to landscaping requirements;
 - (e) Changes to the agreement that may be needed to enable the development to proceed under the Regional Centre Land Use By-law version that was in effect on the date that this agreement was adopted.

6.2 Substantive Amendments

- 6.2.1 Amendments to any matters not identified under Section 6.1.1 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 1 year from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.
- 7.3.2 For the purpose of this section, commencement of development shall mean the granting of subdivision Design Approval by the development officer.
- 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 (90) 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; or
 - (c) discharge this Agreement;
- 7.4.2 For the purpose of this section, completion of development shall mean the issuance of an occupancy permit for all lots which are not Zoned PCF or PA as shown on Schedule B.
- 7.4.3 Upon the completion of the whole development or complete phases of the development, or at such time that policies applicable to the lands have been amended, Council or the Chief Administrative Officer 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 have been completed, discharge this Agreement and apply appropriate zoning pursuant to the Regional Centre Secondary Municipal Planning Strategy and Regional Centre Land Use By-law, as may be amended from time to time.

7.4.4 In the event that development on the Lands has not been completed within eight (8) years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Lands shall conform with the provisions of the Land Use By-law.

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 or the Chief Administrative Officer 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

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 30 days written notice of the failure or default, then in each such case:

- (a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy;
- (b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the *Assessment Act*;
- (c) The Municipality may by resolution, or by order of the CAO, 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.

DRAFT

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:

(Insert Registered Owner Name)

Witness

Per: _____

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:

Witness

Per: _____

MAYOR

Witness

Per: _____

MUNICIPAL CLERK

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 20____, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing indenture who having been by me duly sworn, made oath and said that _____, _____ of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner 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 Iain MacLean, 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

Schedule A: Legal Description of the Lands

LOT R-QB (PID 41362161)

All that certain piece or parcel of land situated at Lynn Drive, Neptune Crescent and Highway No. 111, Dartmouth, Halifax County, Nova Scotia as shown as Lot R-QB on a plan of Survey of Lot R-QB, Lot R-100A-1, Lot Q-BA, Parcel MH-3, and Parcel MH-4, a subdivision and consolidation of lands of Nova Scotia Innovation Corporation, signed by Joseph R. Alcorn, N.S.L.S., dated February 17, 2012 and filed at the office of Alderney Surveys Limited in Dartmouth, Nova Scotia as file number 128824-1. Said Lot R-QB being more particularly described as follows:

BEGINNING at a point at the southern corner of Lot 13 (PID 40290769), lands of Kayla Leah and Jason Michael Moran as shown on the above mentioned plan;

THENCE North 38 degrees 21 minutes 20 seconds East a distance of 169.121 metres to a point;

THENCE South 51 degrees 36 minutes 59 seconds East a distance of 21.610 metres to a point on the northwestern boundary of Lot DC-8A;

THENCE South 26 degrees 02 minutes 18 seconds West a distance of 3.405 metres to the western point of said Lot DC-8A;

THENCE South 51 degrees 12 minutes 58 seconds East a distance of 77.721 metres along the southwestern boundaries of Lots DC-7B, DC-7A, DC-6B, and DC-6A to a point at the southern corner of Lot DC-6A;

THENCE South 24 degrees 02 minutes 58 seconds West a distance of 2.033 metres to a point at the western corner of lands of Port Equities Limited (PID 00242719);

THENCE South 52 degrees 14 minutes 06 seconds East a distance of 61.490 metres along the southwestern boundary of said lands of Port Equities Limited (PID 00242719) to a point at the western corner of lands of Janet Helen Stacey (PID 00242735);

THENCE South 52 degrees 10 minutes 26 seconds East a distance of 15.792 metres along the southwestern boundary of said lands of Janet Helen Stacey (PID 00242735) to a point at the western corner of Block A2X;

THENCE South 51 degrees 57 minutes 27 seconds East a distance of 37.149 metres along the southwestern boundary of said Block A2X to a point at the western corner of Block D;

THENCE South 51 degrees 50 minutes 39 seconds East a distance of 34.305 metres along the southwestern boundary of said Block D to a point;

THENCE South 60 degrees 21 minutes 39 seconds East a distance of 32.909 metres to a point at the western corner of lands of Killam Investments Inc. (PID 00242826);

THENCE South 52 degrees 20 minutes 28 seconds East a distance of 260.430 metres along a southwestern boundary of said lands of Killam Investments Inc. (PID 00242826) to a point;

THENCE South 51 degrees 44 minutes 43 seconds East a distance of 55.764 metres along a southwestern boundary of said lands of Killam Investments Inc. (PID 00242826) to a point;

THENCE South 44 degrees 58 minutes 23 seconds East a distance of 16.358 metres along a southwestern boundary of said lands of Killam Investments Inc. (PID 00242826) to a point on a curved western boundary of Highway No. 111;

THENCE in a southerly direction along a curve to the right having a radius of 406.763 metres an arc distance of 92.572 metres to the northern corner of Parcel B (PID 41208737);

THENCE South 20 degrees 55 minutes 46 seconds West a distance of 101.308 metres along the northwestern boundary of said Parcel B to a point;

THENCE South 38 degrees 15 minutes 56 seconds West a distance of 145.719 metres to a point;

THENCE South 58 degrees 54 minutes 37 seconds West a distance of 82.719 metres to a point of curvature;

THENCE in a southwesterly direction along a curve to the left having a radius of 91.395 metres an arc distance of 31.829 metres to a point;

THENCE South 38 degrees 57 minutes 23 seconds West a distance of 25.869 metres to the eastern corner of Lot R-100A-1 as shown on the above mentioned plan;

THENCE North 38 degrees 48 minutes 11 seconds West a distance of 12.591 metres to a point;

THENCE North 36 degrees 42 minutes 47 seconds West a distance of 75.876 metres to a point;

THENCE North 23 degrees 06 minutes 33 seconds West a distance of 31.038 metres to a point;

THENCE North 37 degrees 24 minutes 17 seconds West a distance of 33.169 metres to a point;

THENCE North 10 degrees 59 minutes 46 seconds West a distance of 25.207 metres to a point;

THENCE North 42 degrees 56 minutes 29 seconds West a distance of 15.582 metres to a point;

THENCE North 35 degrees 02 minutes 46 seconds West a distance of 68.264 metres to a point;

THENCE North 79 degrees 36 minutes 08 seconds West a distance of 7.750 metres to a point;

THENCE North 58 degrees 47 minutes 39 seconds West a distance of 27.301 metres to a point;

THENCE South 69 degrees 25 minutes 01 seconds West a distance of 15.701 metres to a point;

THENCE North 47 degrees 50 minutes 03 seconds West a distance of 18.590 metres to a point;

THENCE North 71 degrees 20 minutes 59 seconds West a distance of 20.782 metres to a point;

THENCE North 41 degrees 20 minutes 35 seconds West a distance of 29.899 metres to a point;

THENCE North 29 degrees 57 minutes 47 seconds West a distance of 40.918 metres to a point;

THENCE North 48 degrees 48 minutes 11 seconds West a distance of 4.660 metres to a point;

THENCE South 40 degrees 54 minutes 53 seconds West a distance of 34.246 metres to the eastern corner of Lot Q-B1;

THENCE North 49 degrees 05 minutes 07 seconds West a distance of 315.005 metres along the northeastern boundary of said Lot Q-B1 to a point at the northeastern corner of Neptune Crescent;

THENCE North 52 degrees 04 minutes 41 seconds West a distance of 18.288 metres to a point on the southeastern boundary of Lot 331;

THENCE North 37 degrees 55 minutes 19 seconds East a distance of 51.395 metres to a point;

THENCE North 52 degrees 04 minutes 41 seconds West a distance of 128.016 metres to a point;

THENCE North 37 degrees 55 minutes 19 seconds East a distance of 160.130 metres to a point;

THENCE South 55 degrees 50 minutes 00 seconds East a distance of 65.084 metres to the point of beginning.

The above described parcel containing an area of 324,869.69 square meters.

All bearings are based on 3 degree M.T.M. Grid North, Central Meridian 64 degrees 30 minutes West.

Subject to an Agreement made between Her Majesty the Queen (Department of Government Services) and City of Dartmouth respecting a Rain Water Storage Basin as such Storage Basin is indicated in Deed recorded in Book 3672 at page 836.

Also subject to the restrictive covenants referenced in Schedule B to the Indenture in Book 6921 at Page 1.

Also subject to the terms of an Agreement recorded June 15, 2011 as Document No. 98519672.

Subject to Approach Surface Restrictions as defined within the Shearwater Naval Air Station Zoning Regulations, P.C. 1964 -1178 and P.C. 1966-163 (an amendment) made under Section 4 of the Aeronautics Act.

Subject to Restrictive Covenants as contained in a Deed dated the 13th day of January, 2020 and recorded at the Registry of Deeds on the 16th day of January, 2020 as Document No. 115767361

LOT R-100A-1 (PID 41280546)

All that certain piece or parcel of land lying and being on Mount Hope Avenue, Dartmouth, Halifax County as shown on a plan of Survey of Lot R-QB, Lot R-100A-1, Lot Q-BA, Parcel MH-3, and Parcel MH-4, a subdivision and consolidation of lands of Nova Scotia Innovation Corporation, signed by Joseph R. Alcorn, N.S.L.S., dated February 17, 2012 and filed at the office of Alderney Surveys Limited in Dartmouth, Nova Scotia as file number 128824-1. Said Lot R-100A-1 being more particularly described as follows:

BEGINNING at the point of intersection of the northwestern boundary of Parcel B (PID 41208737) and the south corner of Lot R-QB as shown on the above-mentioned plan;

THENCE North 38 degrees 48 minutes 11 seconds West a distance of 12.591 metres to a point along a southwestern boundary of said Lot R-QB;

THENCE North 36 degrees 42 minutes 47 seconds West a distance of 75.876 metres along a southwestern boundary of said Lot R-QB to a point;

THENCE North 23 degrees 06 minutes 33 seconds West a distance of 31.038 metres to a point;

THENCE North 37 degrees 24 minutes 17 seconds West a distance of 33.169 metres to a point;

THENCE North 10 degrees 59 minutes 46 seconds West a distance of 25.207 metres to a point;

THENCE North 42 degrees 56 minutes 29 seconds West a distance of 15.582 metres to a point;

THENCE North 35 degrees 02 minutes 46 seconds West a distance of 68.264 metres to a point;

THENCE North 79 degrees 36 minutes 08 seconds West a distance of 7.750 metres to a point;

THENCE North 58 degrees 47 minutes 39 seconds West a distance of 27.301 metres to a point;

THENCE South 69 degrees 25 minutes 01 seconds West a distance of 15.701 metres to a point;

THENCE North 47 degrees 50 minutes 03 seconds West a distance of 18.590 metres to a point;

THENCE North 71 degrees 20 minutes 59 seconds West a distance of 20.782 metres to a point;

THENCE North 41 degrees 20 minutes 35 seconds West a distance of 29.899 metres to a point;

THENCE North 29 degrees 57 minutes 47 seconds West a distance of 40.918 metres to a point;

THENCE North 48 degrees 48 minutes 11 seconds West a distance of 4.660 metres to a point;

THENCE South 40 degrees 54 minutes 53 seconds West a distance of 34.246 metres to the northeastern corner of Lot Q-B1 (PID 41188780);

THENCE South 00 degrees 13 minutes 46 seconds West a distance of 151.104 metres along the eastern boundary of said Lot Q-B1 (PID 41188780) to a point on the northern boundary of Parcel MH-3;

THENCE in an easterly and southeasterly direction along a curve to the right having a radius of 143.000 metres an arc distance of 96.707 metres along the northern boundary of said Parcel MH-3 to a point of curvature;

THENCE South 51 degrees 01 minutes 23 seconds East a distance of 3.916 metres to a point of curvature;

THENCE North 38 degrees 58 minutes 37 seconds East a distance of 5.986 metres to a point;

THENCE South 51 degrees 01 minutes 23 seconds East a distance of 62.102 metres along the northern boundaries of said Parcel MH-3 and Parcel MH-4 to a point;

THENCE South 38 degrees 58 minutes 37 seconds West a distance of 2.000 metres along a northern boundary of Parcel MH-4 to a point;

THENCE South 51 degrees 01 minutes 23 seconds East a distance of 79.998 metres to a point;

THENCE North 38 degrees 58 minutes 37 seconds East a distance of 3.000 metres to a point;

THENCE South 51 degrees 01 minutes 23 seconds East a distance of 24.369 metres to a point;

THENCE North 38 degrees 57 minutes 23 seconds East a distance of 3.000 metres to a point;

THENCE South 51 degrees 01 minutes 23 seconds East a distance of 12.939 metres to a point;

THENCE South 38 degrees 57 minutes 23 seconds West a distance of 2.841 metres to a point of curvature on the southeast boundary of said Parcel MH-4;

THENCE in an easterly direction along a curve to the left having a radius of 31.771 metres an arc distance of 49.930 metres along the northern boundary of said Parcel B to a point;

THENCE North 38 degrees 58 minutes 23 seconds East a distance of 7.930 metres along the northern boundary of said Parcel B to the point of beginning.

The above described parcel containing an area of 35,130.6 square meters.

All bearings are based on 3 degree M.T.M. Grid North, Central Meridian 64 degrees 30 minutes West.

Subject to an Agreement made between Her Majesty the Queen (Department of Government Services) and City of Dartmouth respecting a Rain Water Storage Basin as such Storage Basin is indicated in Deed recorded in Book 3672 at page 836.

Also subject to the restrictive covenants referenced in Schedule B to the Indenture in Book 6921 at Page 1.

Also subject to the terms of an Agreement recorded June 15, 2011 as Document No. 98519672.

Subject to Approach Surface Restrictions as defined within the Shearwater Naval Air Station Zoning Regulations, P.C. 1964 -1178 and P.C. 1966-163 (an amendment) made under Section 4 of the Aeronautics Act.

Subject to Restrictive Covenants as contained in a Deed dated the 13th day of January, 2020 and recorded at the Registry of Deeds office on the 16th day of January, 2020 as Document No. 115767361.