

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

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

(Instrument code: 451)

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

Registration District:	Halifax County
Submitter's User Number:	11575
Submitter's Name:	Ryan Baker / Stewart McKelvey
In the matter of Parcel Identification Number (PID)	
PID: 40850463	

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE I certify that this document was registered or recorded as shown here. Kim MacKay, Registrar	
1010 55110 <small>Document #</small>	LR <input checked="" type="checkbox"/> ROD <input type="checkbox"/>
JUL 06 2012 <small>MM DD YYYY</small>	12:03 <small>Time</small>

The following additional forms are being submitted simultaneously with this form and relate to the attached document:

- Form 24(s)
- Form 8A(s)

Additional information:

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

Power of Attorney:

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

OR

No power of attorney applies to this document

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

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

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

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

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

The following burdens are to be added and/or removed in the parcel register:

Instrument type	Agreement re Use of Land
Interest holder and type to be removed	N/A
Interest holder and type to be added	Halifax Regional Municipality / Party to Agreement (Burden)
Mailing address of interest holder to be added	P.O. Box 1749 Halifax, NS B3J 3A5
Reference to related instrument in names-based roll/parcel register	N/A
Reason for removal of interest: <i>Instrument code: 443</i>	N/A

The following recorded interests are to be added and/or removed in the parcel register: N/A

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

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

Certificate of Legal Effect:

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

Dated at Halifax, County of Halifax and Province of Nova Scotia, on this 13th day of June, 2012.

Original Signed

Signature of authorized lawyer	
Name:	Ryan Baker / Stewart McKelvey
Address:	P.O. Box 997, Halifax, NS, B3J 2X2
Phone:	902.420.3200
E-mail:	rbaker@stewartmckelvey.com
Fax:	902.420.1417

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.



THIS AGREEMENT made this 22nd day of June, 2012,

BETWEEN:

ECL GENERAL PARTNER IV LIMITED

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

APPROVED
AS TO FORM
AB
Municipal 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 certain lands fronting on the east side of Gottingen Street, between Russell and Kaye Streets (PID # 40850463), Halifax and which said lands are more particularly described in Schedule A attached hereto (hereinafter called the "Lands");

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement to allow for a nine (9) storey mixed use residential and commercial building with underground parking on the Lands pursuant to the provisions of the *Halifax Regional Municipality Charter* and pursuant to Policy 3.4 (Section XI, Part II) of the *Halifax Municipal Planning Strategy* and Section 98(3) of the *Halifax Peninsula Land Use By-law*;

AND WHEREAS the Peninsula Community Council for the Municipality approved this request at a meeting held on Monday, January 9, 2012, referenced as Municipal Case Number 01325;

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

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 Halifax Peninsula 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 or 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 Subdivision By-law. If not defined in these documents, their customary meaning shall apply.

2.2 Definitions Specific to this Agreement

The following words used in this Agreement shall be defined as follows:

“Landscape Architect” means a professional, full member in good standing with the Canadian Society of Landscape Architects.

PART 3: USE OF LANDS, SUBDIVISION AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop and use the Lands in a manner, which, in the opinion of the Development Officer, is in conformance with the following Schedules attached to this Agreement and filed with the Halifax Regional Municipality as Case Number 01325:

Schedule A	Legal Description of the Lands
Schedule B	Site Plan
Schedule C	Gottingen Street Elevation
Schedule D	Kaye Street Elevation
Schedule E	East Elevation
Schedule F	Russell Street Elevation
Schedule G	Plan – Lower Parking
Schedule H	Plan – Upper Parking
Schedule I	Plan – Ground Floor
Schedule J	Plan – Second Floor
Schedule K	Plan – Typical Floor 3-7
Schedule L	Plan – Eight Floor
Schedule M	Plan – Upper Penthouse
Schedule N	Cross Section
Schedule O	Preliminary Landscape Plan
Schedule P	Monument Sign

3.2 Requirements Prior to Approval

3.2.1 Prior to the issuance of a Construction Permit, the Developer shall provide the following to the Development Officer:

- (a) A detailed Landscape Plan prepared by a Landscape Architect in accordance with Section 3.8 and Schedule O of this Agreement;
- (b) A Site Servicing Plan prepared by a Professional Engineer and acceptable to the HRM Development Engineer and Halifax Water; and,
- (c) A Wastewater Capacity Analysis acceptable to Halifax Water.

3.2.2 Prior to the issuance of the first Occupancy Permit, the Developer shall provide the following to the Development Officer:

- (a) Certification from a Landscape Architect indicating that the Developer has complied with the Landscape Plan required pursuant to Section 3.8.1 of this Agreement, or Security in accordance with Section 3.8.10; and,
- (b) Written confirmation from the HRM Development Engineer indicating compliance with Section 4.2 of this Agreement.

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

3.3 General Description of Land Use

The use(s) of the Lands permitted by this Agreement is a single nine (9) storey mixed use residential and commercial building with two (2) levels of underground parking.

3.4 Detailed Provisions for Land Use

- 3.4.1 The building shall contain a maximum of eighty-three (83) dwelling units.
- 3.4.2 The maximum permitted population is 200 persons for the entire site.
- 3.4.3 For the purpose of calculating the population on the Lands, bachelor units shall be assigned one (1) person per unit, one-bedroom units shall be assigned two (2) persons per unit, and all other dwelling units, including the townhouse-style dwelling units, shall be assigned 2.25 persons per unit.
- 3.4.4 The following uses shall be permitted in the portion of the building dedicated to commercial uses, as shown on Schedules I and J:
 - (a) Retail, excluding adult entertainment uses and amusement centres;
 - (b) Hair salons, barber shops, cosmetology clinics, day spas and fitness centres;
 - (c) Day care facilities;

- (d) Medical, dental, optometry, physiotherapy, chiropractic, registered massage therapy, naturopathic, psychological, or veterinary clinics;
- (e) Restaurants;
- (f) Banks and other financial institutions; and,
- (g) Offices.

3.4.5 Each townhouse-style dwelling unit shall be permitted a home occupation use, subject to the requirements of section 16B and notwithstanding section 16B(2) of the Land Use By-law for Peninsula Halifax.

3.5 Building Siting, Massing and Scale

3.5.1 The building to be constructed on the Lands shall comply with the following siting, massing and scale requirements:

- (a) The building, including the underground parking garage/podium, shall be located on the Lands as shown on Schedules B, G and H;
- (b) The massing of the building shall be as shown on Schedules C to F and Schedules I to M, inclusive; and,
- (c) The maximum height of the building shall not exceed 33 metres above the mean grade of the finished ground adjoining the building.

3.5.2 The Development Officer may permit unenclosed structures attached to a main building such as verandas, decks, porches, steps, and mobility disabled ramps to be located within the required minimum front, side and rear yards as identified on Schedule B.

3.6 Architectural Treatments

3.6.1 All vents, down spouts, flashing, electrical conduits, meters, service connections, and other functional elements shall be treated as integral parts of the design. Where appropriate, these elements shall be painted to match the colour of the adjacent surface, except where used expressly as an accent.

3.6.2 The building shall be designed such that the mechanical systems (HVAC, exhaust fans, etc.) are not visible from Gottingen Street, Kaye Street, and Russell Street or the abutting school property. Furthermore, no mechanical equipment or exhaust fans shall be located between the building and the adjacent properties unless screened as an integral part of the building design and noise reduction measures are implemented. This requirement shall exclude individual residential mechanical systems.

3.6.3 Fixed or retractable awnings and canopies are permitted at ground floor level, provided the awnings and canopies are designed as an integral part of the building façade.

3.6.4 All roof mounted mechanical or telecommunication equipment shall be visually integrated into the roof design or screened so that they are not visible from Gottingen Street, Kaye Street, and Russell Street or the abutting school property.

- 3.6.5 All exposed concrete surfaces shall be architecturally textured.
- 3.6.6 The large blank podium wall identified as architectural concrete on Schedule E shall be tempered by the introduction of vines, shrubs, textural plantings, trellises, or a combination thereof.

3.7 Parking, Circulation and Access

- 3.7.1 The driveway access layout and entrance to the underground parking garage on the Lands shall be as generally illustrated on Schedule B.
- 3.7.2 The driveway access on the Lands shall have a hard finished surface such as asphalt, concrete, or interlocking precast concrete paver stones.
- 3.7.3 The limits of the driveway access on the Lands shall be defined by curbing.
- 3.7.4 Where the driveway access is to be delineated by curbing, such curbing shall not be asphalt.
- 3.7.5 The building on the Lands shall be serviced by two (2) levels of underground parking containing a minimum of ninety (90) parking spaces.
- 3.7.6 All parking spaces contained within the two (2) levels of underground parking shall comply with the requirements of the Land Use By-law.
- 3.7.7 The development on the Lands shall include designated bicycle parking as per the requirements of the Land Use By-law.

3.8 Landscaping

- 3.8.1 Prior to the issuance of a Construction Permit, the Developer agrees to provide a Landscape Plan, which complies with the provisions of this section, the provisions of Subsection 3.6.6, and substantially conforms with the overall intentions of the Preliminary Landscape Plan shown on Schedule O. The Landscape Plan shall be prepared by a Landscape Architect and comply with all provisions of this section.
- 3.8.2 The minimum acceptable sizes for plant material shall be as follows:
- (a) High branching deciduous trees at grade – 60 mm CAL;
 - (b) High branching deciduous trees on slab – 45 mm CAL;
 - (c) Coniferous trees – 1.5 m in height; and,
 - (d) Shrubs – 0.6 m in height or spread.
- 3.8.3 Planting details for at grade and on slab planting situations for each type of plant material proposed on the detailed Landscape Plan shall be provided, including a species list with quantities, size of material, and common and botanical names (species and variety).

- 3.8.4 All plant material shall conform to the Canadian Nursery Trades Association's Metric Guide Specifications and Standards and sodded areas to the Canadian Nursery Sod Growers' Specifications.
- 3.8.5 All proposed retaining walls shall be constructed of a decorative precast concrete or modular stone retaining wall system or equivalent.
- 3.8.6 All retaining wall systems are to be identified including the height and type of fencing proposed in conjunction with it. A construction detail of any fence and wall combination shall be provided and certified by a Professional Engineer.
- 3.8.7 Construction Details and Manufacturer's Specifications (including model and colour) for all tree protection hoarding, benches, light standards and luminaries, trash receptacles, bike racks, tree grates and guards, planter seating wall, wood arbour, patio table and chairs, outdoor garbage enclosure, railings, and fencing shall be provided to the Development Officer with the application of the Construction Permit, and shall describe their design, construction, specifications, hard surface areas, materials and placement so that they will enhance the design of the building on the Lands and the character of the surrounding area.
- 3.8.8 No HRM street trees are to be removed or damaged during the construction phase. The detailed Landscape Plan shall identify plywood tree protective hoarding located as close to the dripline of the existing street trees as possible to protect them during the construction phase.
- 3.8.9 Prior to the issuance of the first Occupancy Permit, the Developer shall submit to the Development Officer a letter prepared by a Landscape Architect certifying that all landscape works have been completed according to the terms of this Agreement.
- 3.8.10 Notwithstanding subsection 3.8.9, the Occupancy Permit may be issued provided that the weather and time of year does not allow the completion of the outstanding landscape works and that the Developer supplies a security deposit in the amount of 110 percent of the estimated cost to complete the landscaping. The cost estimate is to be prepared by a Landscape Architect. The security shall be in favour of the Municipality and shall be in the form of a certified cheque or automatically renewing, irrevocable letter of credit issued by a chartered bank. The security shall be returned to the Developer only upon completion of the work as described herein and illustrated on the Schedules, and as approved by the Development Officer. Should the Developer not complete the landscaping within twelve (12) months of issuance of the Occupancy Permit, the Municipality may use the deposit to complete the landscaping as set out in this section of the Agreement. The Developer shall be responsible for all costs in this regard exceeding the deposit. The security deposit or unused portion of the security deposit shall be returned to the Developer upon completion of the work and its certification.

3.9 Signs

- 3.9.1 Signage for the commercial uses shall be in accordance with the General Provisions Section of the Land Use By-law for Halifax Peninsula.
- 3.9.2 Signage for the home occupations shall be in accordance with Section 34 of the Land Use By-law for Halifax Peninsula.
- 3.9.3 Two (2) temporary ground signs depicting the name or corporate logo of the Developer shall be permitted on the Lands prior to and during construction. The temporary signs shall be removed prior to the issuance of the final Occupancy Permit.
- 3.9.4 A permanent ground monument sign, which is generally in conformance with Schedule P and which identifies the development, shall be permitted on the Lands near the corner of Gottingen Street and Russell Street. The ground monument sign shall not exceed a surface area of 5.2024 square metres per sign face and shall be located so as not to impede traffic sightlines.
- 3.9.5 The signs for the commercial uses, as well as the permanent ground monument sign, may only be externally illuminated.

3.10 Screening

Propane tanks, natural gas service hookups, and electrical transformers shall be located on the Lands in such a way to ensure minimal visual impact from Kaye Street, Gottingen Street and Russell Street. These facilities shall be secured in accordance with the applicable approval agencies and screened by means of opaque fencing or masonry walls with suitable landscaping.

3.11 Outdoor Lighting

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

3.12 Maintenance

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

PART 4: STREETS AND MUNICIPAL SERVICES

4.1 Site Servicing Plan

The Developer shall provide a site servicing plan for the proposed building, including proposed wastewater flows. Prior to the issuance of a Construction Permit, a wastewater capacity analysis, as directed by Halifax Water, shall be submitted. Any system upgrades required to accommodate this application will be the responsibility of the Developer.

4.2 Off-Site Disturbance

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 HRM Development Engineer and the HRM Urban Forester.

4.3 Underground Services

All secondary electrical and communication distribution systems to the building shall be underground.

4.4 Outstanding Site Work

Securities for the completion of outstanding on site paving work (at the time of issuance of the first Occupancy Permit) may be permitted. Such securities shall consist of a security deposit in the amount of 110 percent of the estimated cost to complete the work. The security shall be in favour of the Municipality and may be in the form of a certified cheque or irrevocable automatically renewing letter of credit issued by a chartered bank. The security shall be returned to the Developer by the Development Officer when all outstanding work is satisfactorily completed.

4.5 Encroachments

Any proposed building encroachments into the street rights-of-way, illustrated on the attached schedules or otherwise, shall require HRM approval and a separate encroachment permit/licence as per the requirements of the Encroachment By-law (By-law E-200).

PART 5: ENVIRONMENTAL PROTECTION MEASURES

5.1 Archaeological Resources

The Lands fall within the High Potential Zone for Archaeological Sites identified by the Province of Nova Scotia. The Developer shall contact the Curator of Special Places with the Heritage Division of the Department of Communities, Culture and Heritage of the Province of

Nova Scotia prior to any disturbance of the site and the Developer shall comply with the requirements set forth by the Province in this regard.

PART 6: AMENDMENTS

6.1 Non-Substantive Amendments

The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

- (a) The granting of an extension to the date of commencement of development, as identified under Section 7.3.3 of this Agreement;
- (b) The granting of an extension to the length of time for the completion of the development, as identified under Section 7.4.3 of this Agreement;
- (c) Changes to the landscaping requirements detailed in Section 3.8 or which, in the opinion of the Development Officer are not generally in conformance with Schedule O;
- (d) An increase in the number of dwelling units, provided the building size, maximum height and allowed population have not increased and the exterior appearance of the building is not affected;
- (e) The replacement of the commercial space with individually accessible two-storey townhouse-style dwelling units; and
- (f) Minor changes to the exterior architectural appearance of the building, including materials, architectural treatments and fenestration pattern.

6.2 Substantive Amendments

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

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.

7.3 Commencement of Development

- 7.3.1 In the event that development on the Lands has not commenced within five (5) 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 the excavation and construction of the footings and foundation for the proposed nine (9) storey commercial/residential mixed use building with two levels of underground parking.
- 7.3.3 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

7.4. Completion of Development

- 7.4.1 If the Developer fails to complete the development after eight (8) 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.
- 7.4.2 For the purpose of this section, completion of development shall mean the issuance of the first Occupancy Permit.
- 7.4.3 For the purpose of this section, Council may consider granting an extension of the completion of development time period through a resolution under Section 6.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the completion of development time period.

7.5 Discharge of Agreement

Upon the completion 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; or,
- (c) Discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law for Peninsula Halifax.

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 (24) 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 thirty (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 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.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this 22nd day of June, 2012.

SIGNED, SEALED AND DELIVERED

in the presence of:

Original Signed

Joseph Driscoll

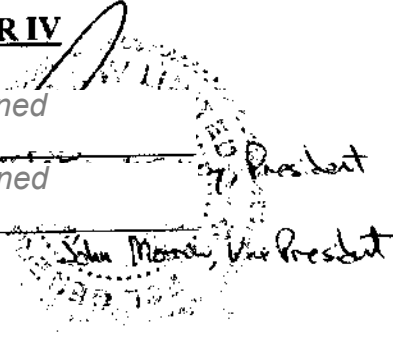
ECL GENERAL PARTNER IV LIMITED

Original Signed

Per: [Signature]

Original Signed

Per: [Signature]



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

Original Signed

Witness

Original Signed

Witness

HALIFAX REGIONAL MUNICIPALITY

Original Signed

Per: [Signature]

Original Signed

eter Ke"

Per: [Signature]

Municipal Clerk

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 5th day of June, A.D., 2012, before me, the subscriber personally came and appeared Joseph Discoll a subscribing witness to the within and foregoing Indenture, who, having been by me duly sworn, made oath and said that **ECL GENERAL PARTNER IV LIMITED**, one of the parties thereto, signed, sealed and delivered the same in his presence.

Original Signed

~~_____
A Commissioner of the Supreme Court of Nova Scotia~~
Joan M. Murray
A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX, NOVA SCOTIA

ON THIS 3rd day of June, A.D., 2012, before me, the subscriber personally came and appeared before me Deborah Chambers and Sara Chare the subscribing witness to the within and the foregoing Indenture, who, having been by me duly sworn, made oath and said that the Halifax Regional Municipality, one of the parties thereto, caused the same to be executed and its Corporate Seal to be thereunto affixed by the hands of Peter Kelly, its Mayor, and Cathy Mellett, its Municipal Clerk, its duly authorized officers in his presence. the i.c. KL

Original Signed

~~_____
A Commissioner of the Supreme Court of Nova Scotia~~

KRISTA VINING
A Commissioner of the Supreme Court of Nova Scotia

PARCEL DESCRIPTION REPORT

Schedule A

2011-03-18 14:49:00

PID: 40850463
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2007-12-07 14:54:41

REGISTRATION COUNTY: Halifax

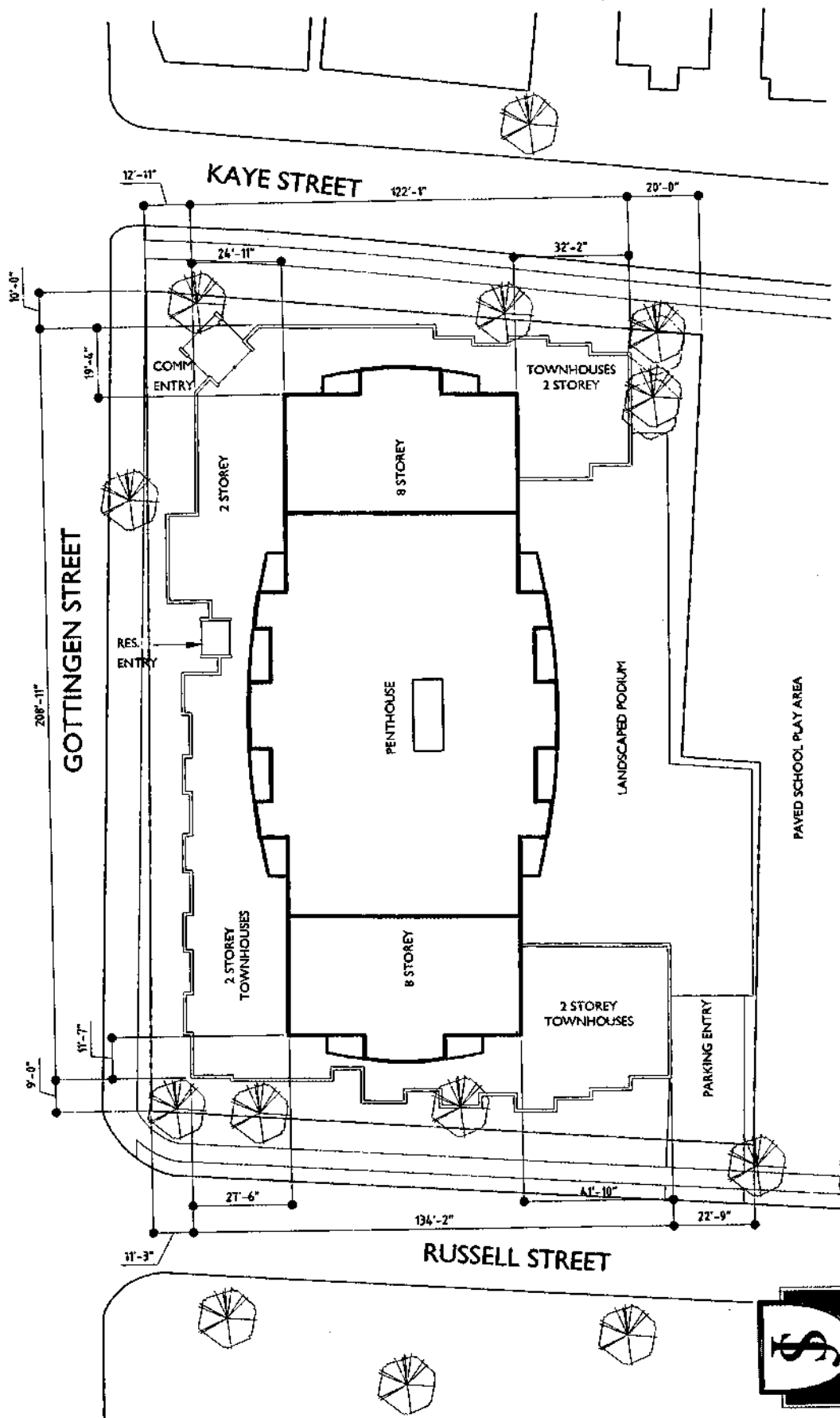
DESIGNATION OF PARCEL ON PLAN: Lot AB

REGISTRATION REFERENCE OF PLAN: Plan No. 33242, Drawer 364.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax as plan or document number 33242, in drawer number 364.

External Comments:**Description Change Details:****Reason:****Author of New or****Changed Description:****Name:****Registered Instruments:****Comments:**

SCALE: 1"=40'
Mar 28, 2011



SCHEDULE B
ST. JOSEPH'S SQUARE CONDOMINIUMS
SITE PLAN

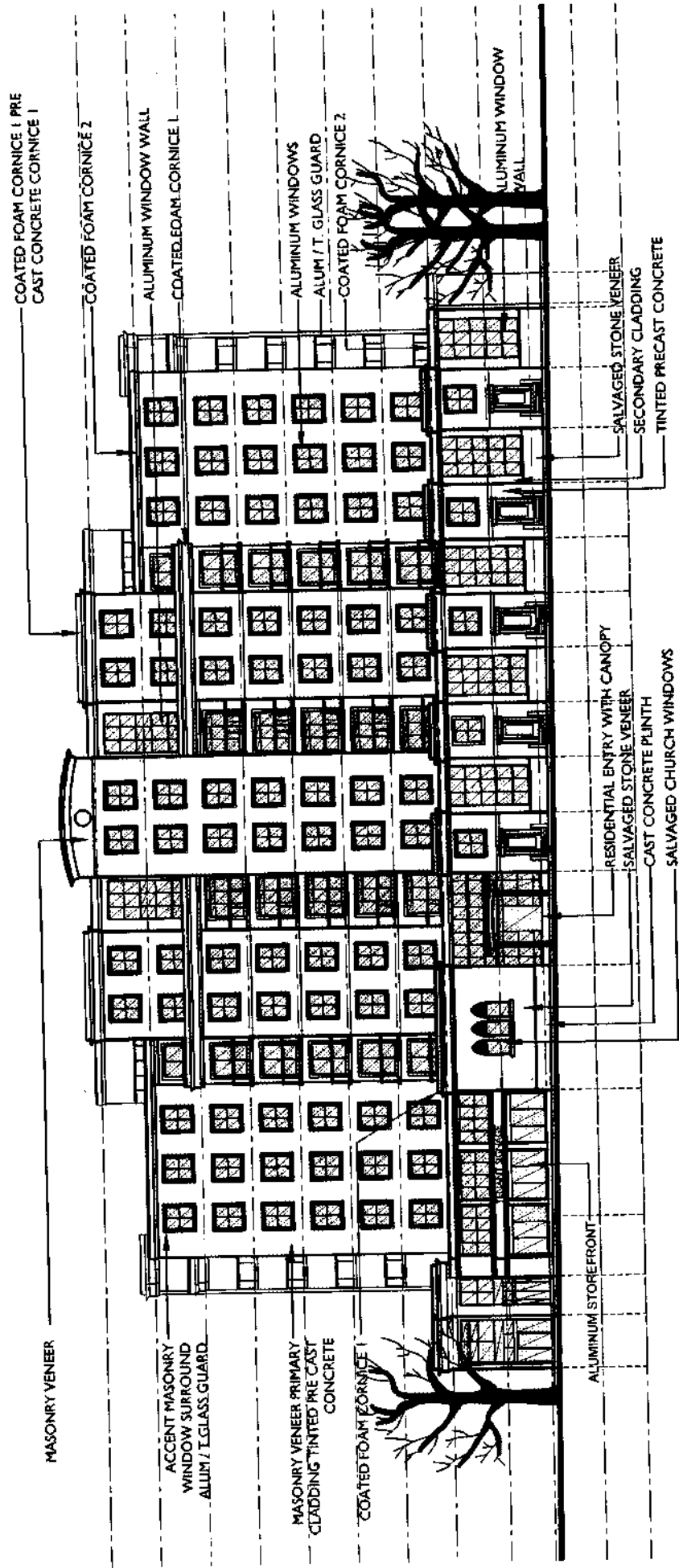
GOTTINGEN STREET, HALIFAX NS



KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S. B0K 1B6 (902) 422-1557

dan / Mar 28, 2011, 16:32 / F:\Projects\2008\0864\0864SCHEMATIC 9 storeys (site plan only).dwg



shawn / Mar 28, 2011, 11:02 / F:\Projects\2008\0844\0844\SCHEMATIC 9.stp (no sitedwg)

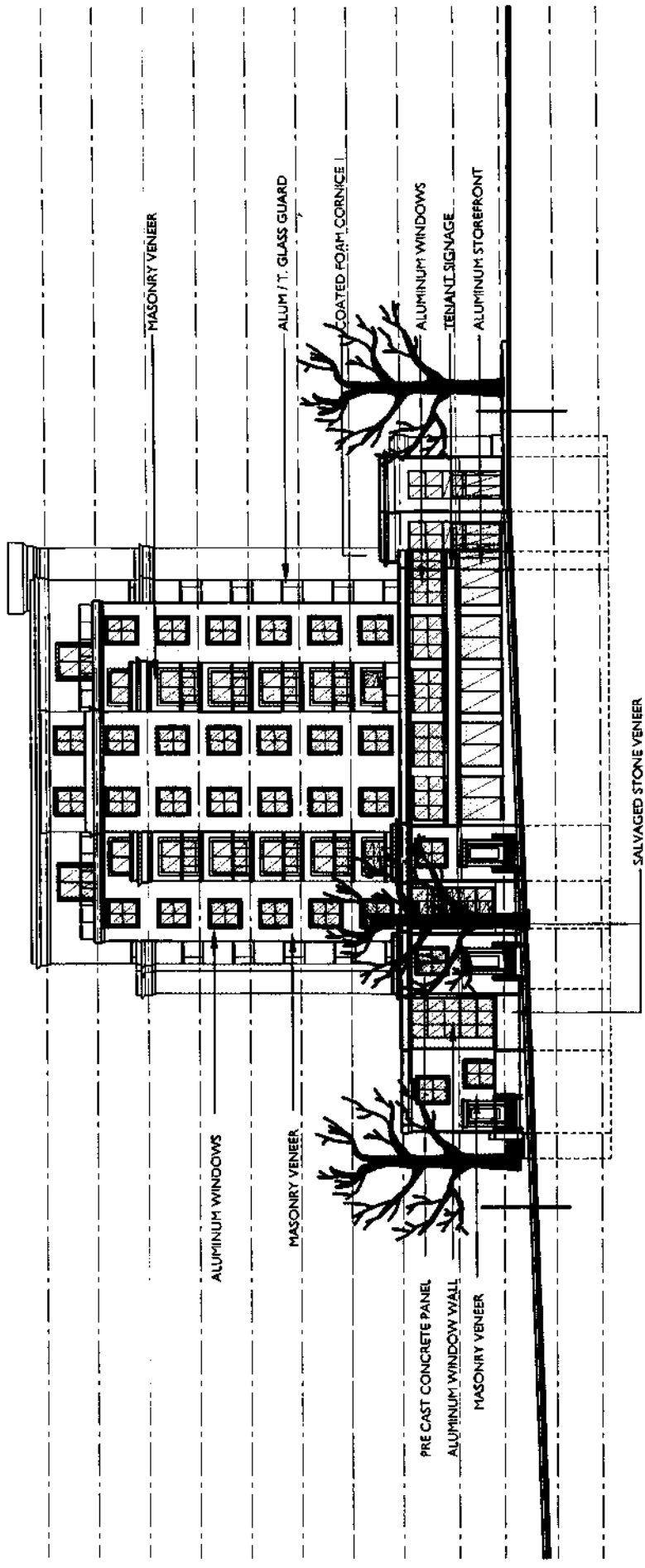
SCHEDULE C
GOTTINGEN STREET ELEVATION

SAINT JOSEPH'S SQUARE CONDOMINIUMS
GOTTINGEN STREET, HALIFAX NS

SCALE: 1"=30'
 Mar 28, 2011

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5683 CORNWALLIS ST.
 HALIFAX, N.S., B3K 1B6 (902) 422-1587



shwn / Mar 28, 2011, 1108 / F:\Projects\2008\0844\0844SCHEMATIC 9.stg

SCHEDULE D

SAINT JOSEPH'S SQUARE CONDOMINIUMS

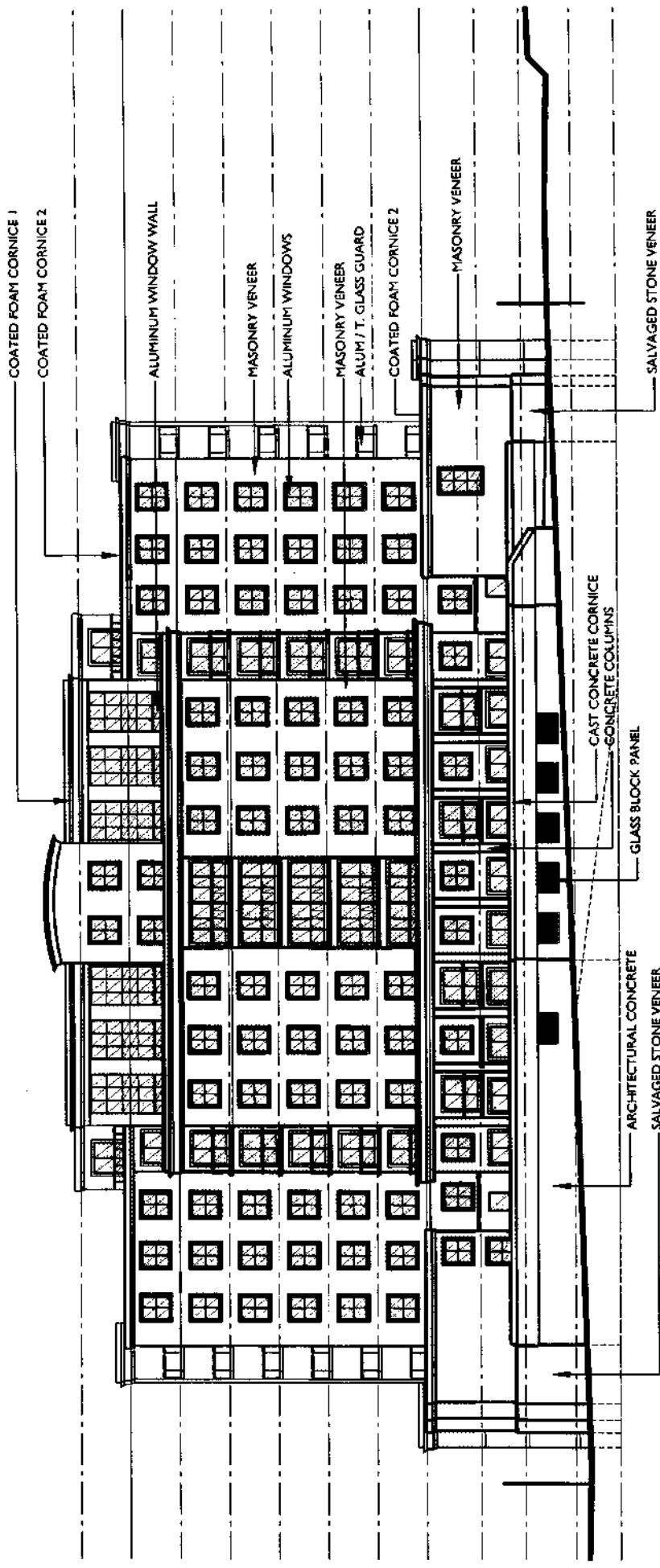
KAYE STREET ELEVATION

GOTTINGEN STREET, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1587

SCALE: 1"=30'
Mar 28, 2011



shawn / Mar 28, 2011, 11:09 / F:\Projects\2008\0844\0844\SCHEMATIC 9.stories (no site).dwg

SCHEDULE E
EAST ELEVATION

SAINT JOSEPH'S SQUARE CONDOMINIUMS
GOTTINGEN STREET, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS
SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE: 1"=30'
Mar 28, 2011

SCHEDULE F

RUSSELL STREET ELEVATION

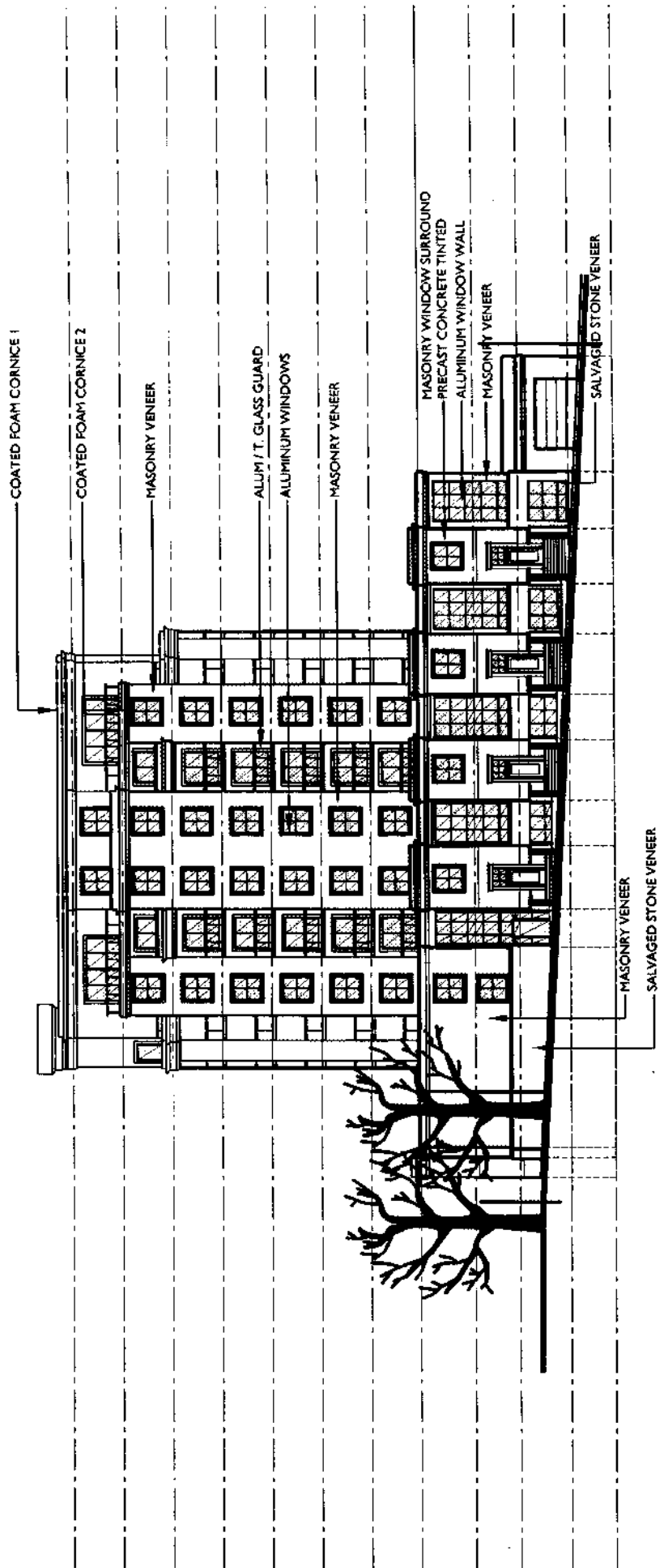
SCALE: 1"=30'
Mar 28, 2011

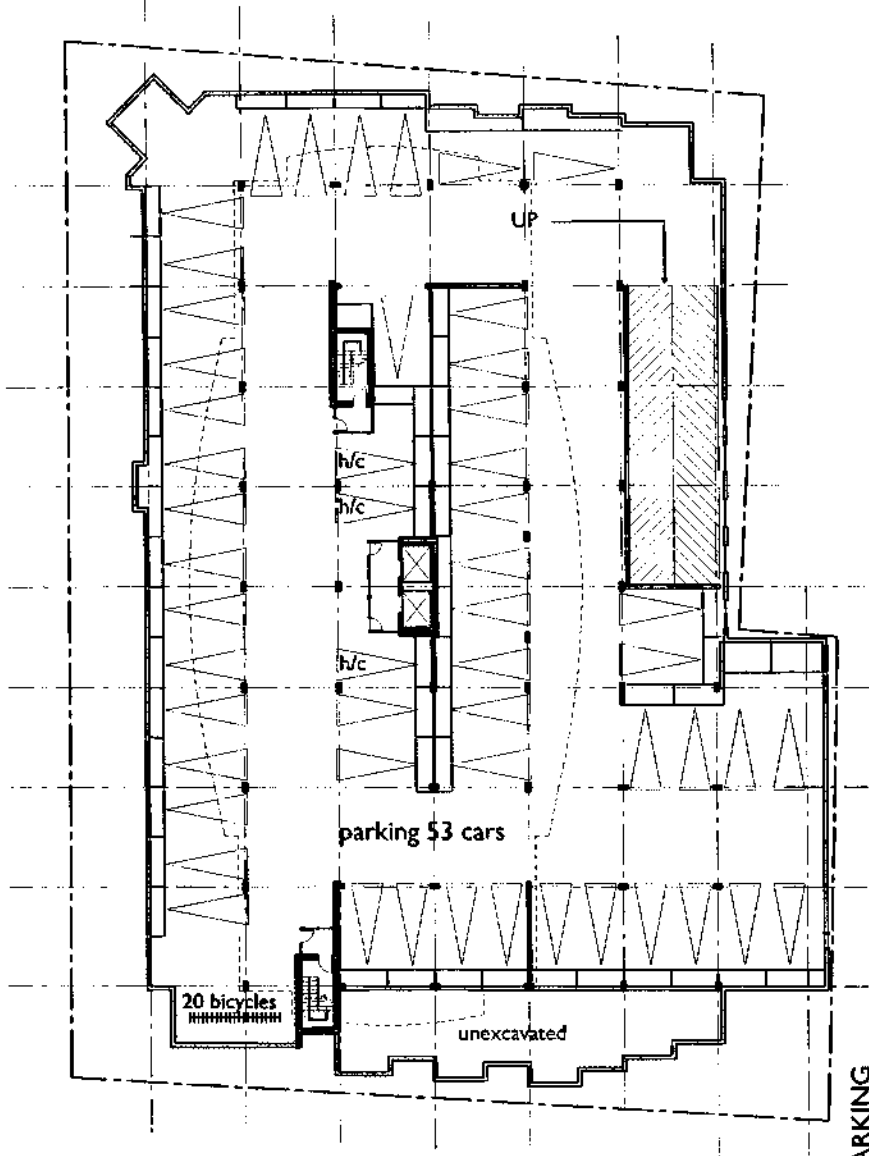
SAINT JOSEPH'S SQUARE CONDOMINIUMS

GOTTINGEN STREET, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5963 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557





LOWER PARKING
GFA 27,224sf



SCHEDULE G

SAINT JOSEPH'S SQUARE CONDOMINIUMS

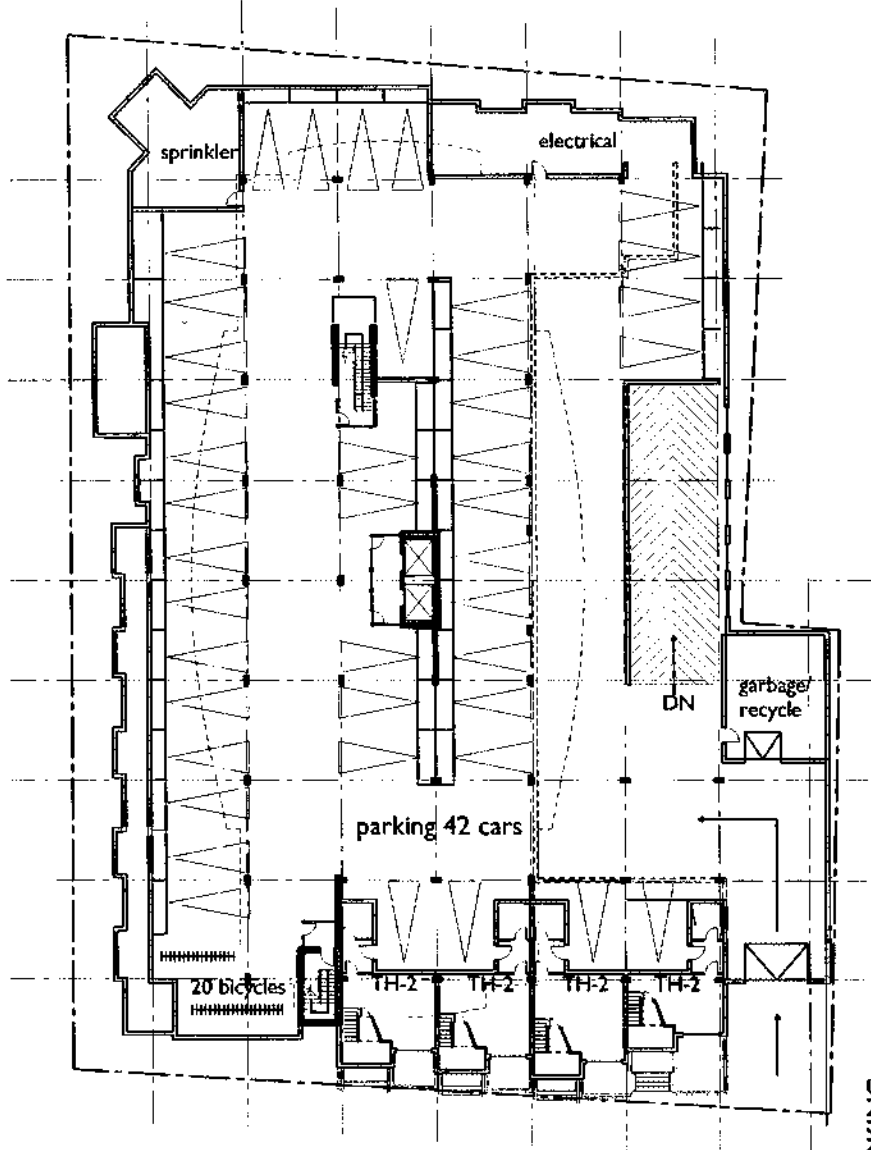
PLAN - LOWER PARKING

GOTTINGEN STREET, HALIFAX NS

SCALE: 1"=40'
Mar 25, 2011

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5863 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1567



UPPER PARKING
GFA 28,020sf



SCHEDULE H

PLAN - UPPER PARKING

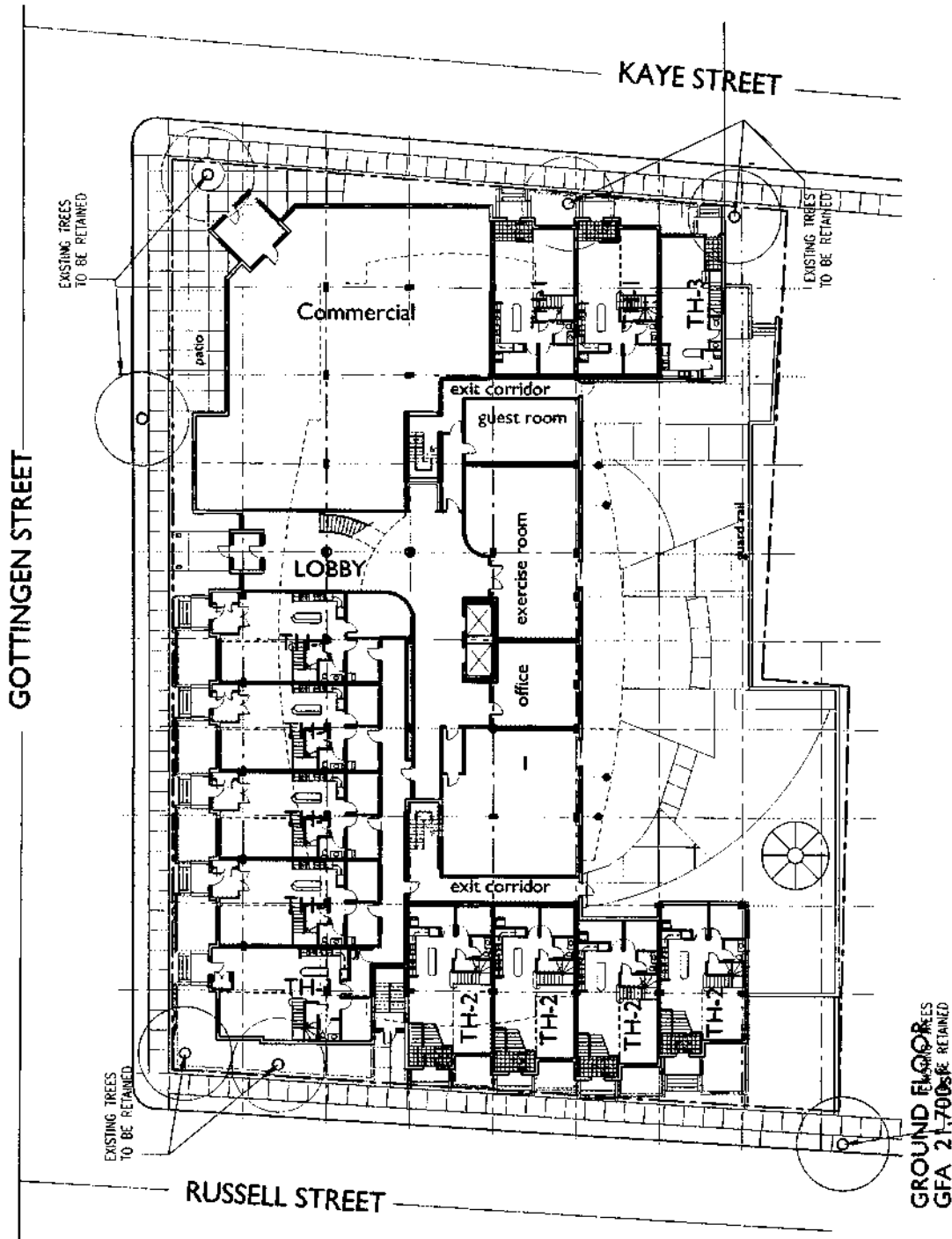
SCALE: 1"=20'
Mar 25, 2011

SAINT JOSEPH'S SQUARE CONDOMINIUMS

GOTTINGEN STREET, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557



GROUND FLOOR
 GFA 21,700sqft. RETAINED



SAINT JOSEPH'S SQUARE CONDOMINIUMS
SCHEDULE I

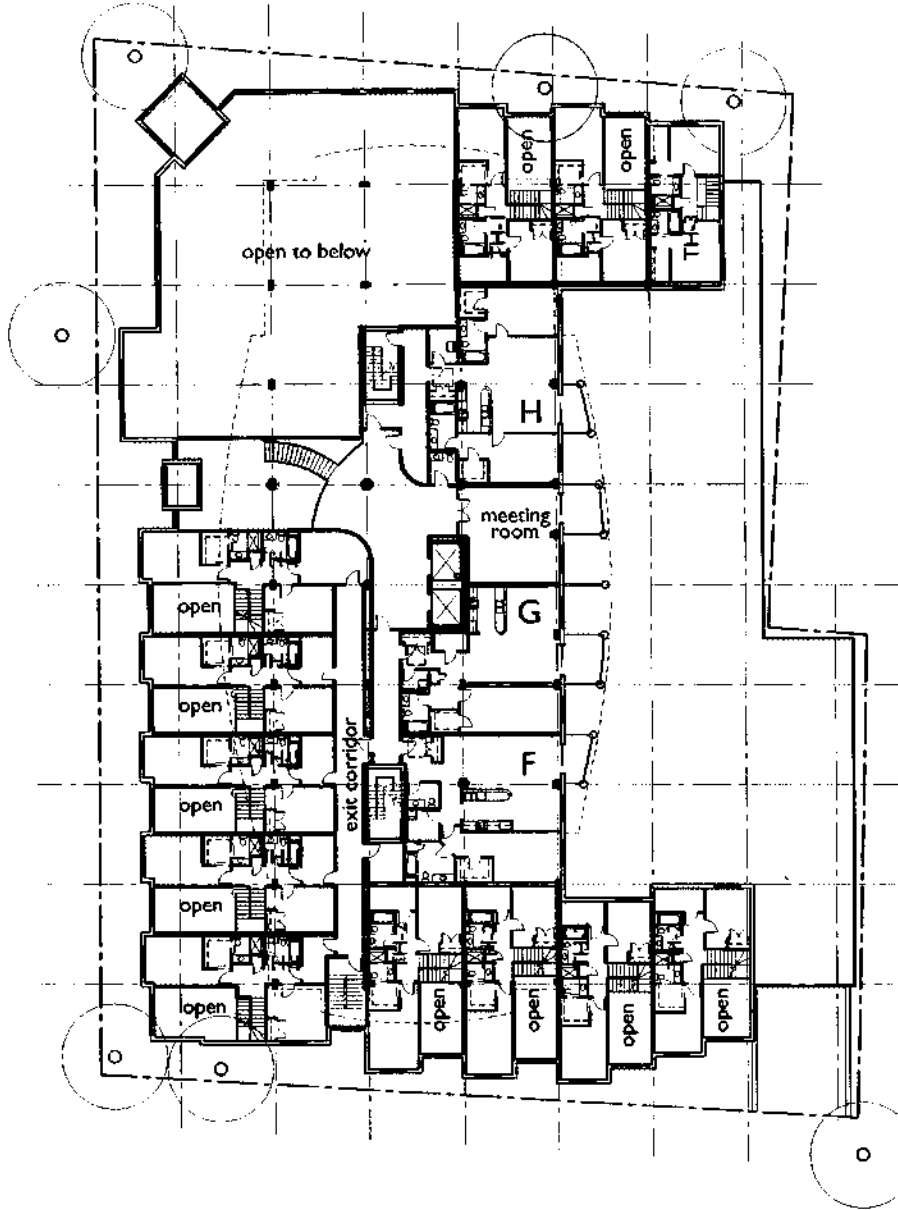
PLAN - GROUND FLOOR

GOTTINGEN STREET, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 3663 CORNWALLIS ST.
 HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE: 1"=40'
 Mar 25, 2011



SECOND FLOOR
GFA 14,200 sf



SCHEDULE J

SAINT JOSEPH'S SQUARE CONDOMINIUMS

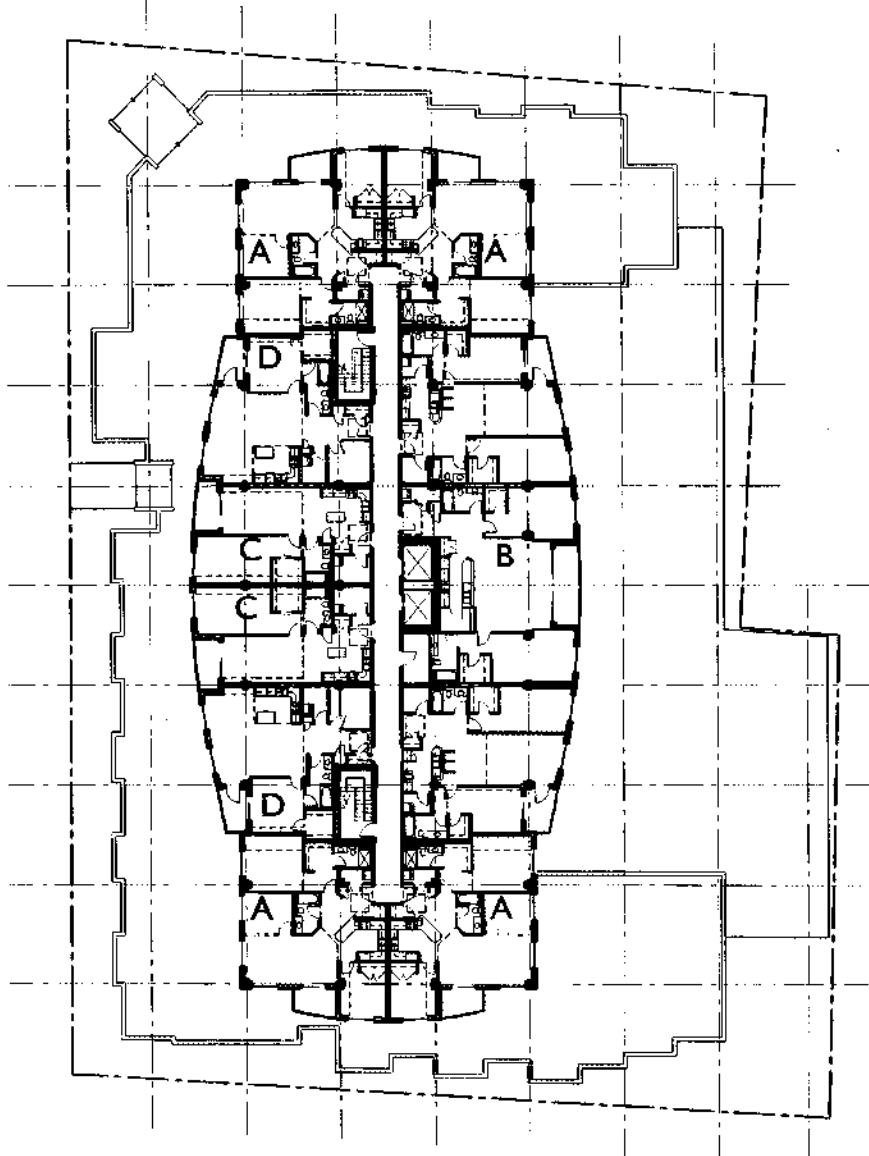
PLAN - SECOND FLOOR

GOTTINGEN STREET, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5680 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557

SCALE: 1"=40'
Mar 25, 2011



TYPICAL FLOOR 3-7
GFA 13750sf



SCHEDULE K

SAINT JOSEPH'S SQUARE CONDOMINIUMS

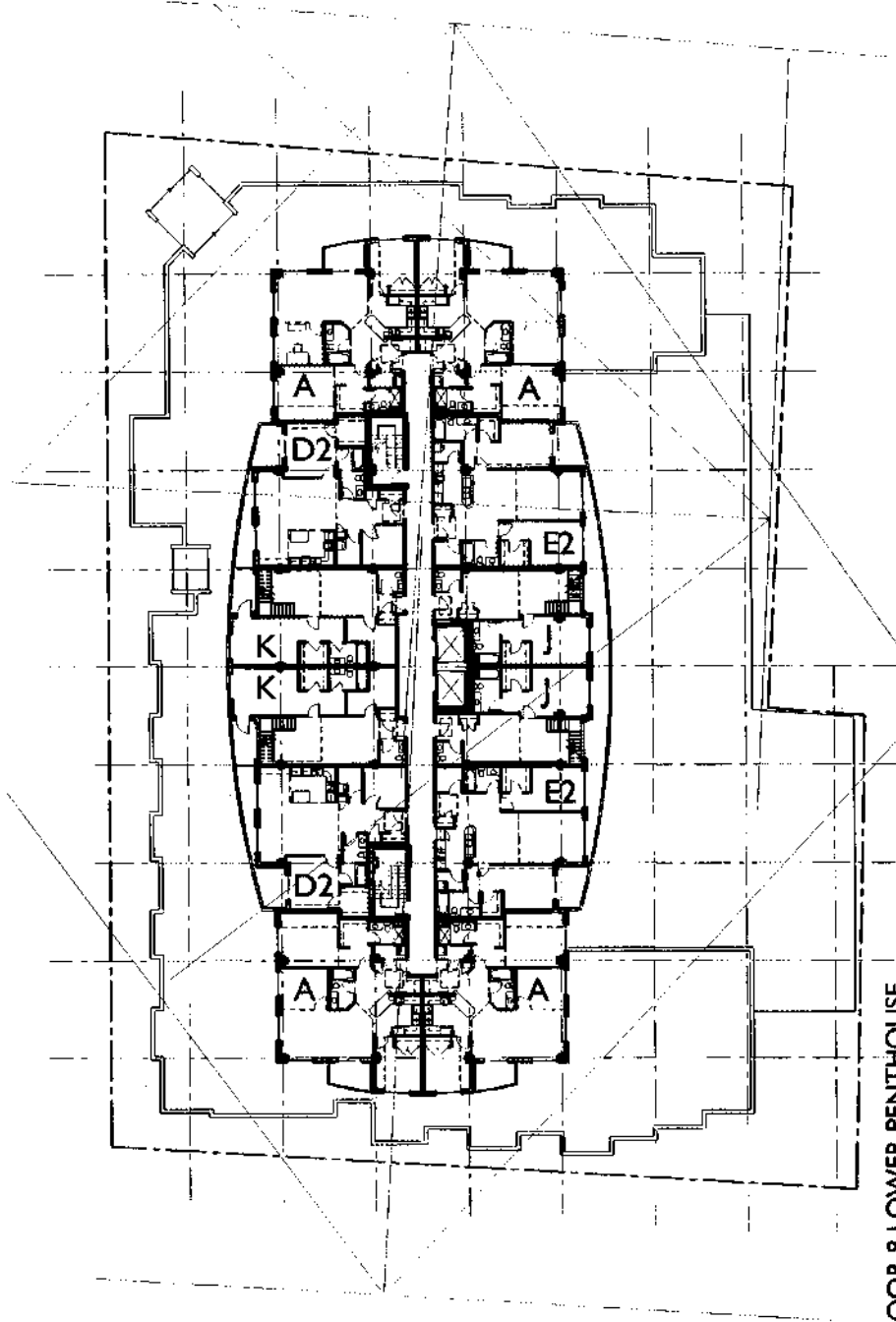
PLAN - TYPICAL FLOOR 3-7

GOTTINGEN STREET, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 8663 CORNWALLIS ST.
HALIFAX, N.S. B3K 1B6 (902) 422-1557

SCALE: 1"=40'
Mar 25, 2011



FLOOR 8 LOWER PENTHOUSE
 GFA 12400sf



KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 5863 CORNWALLIS ST.
 HALIFAX, N.S. B3K 1B5 (902) 422-1557

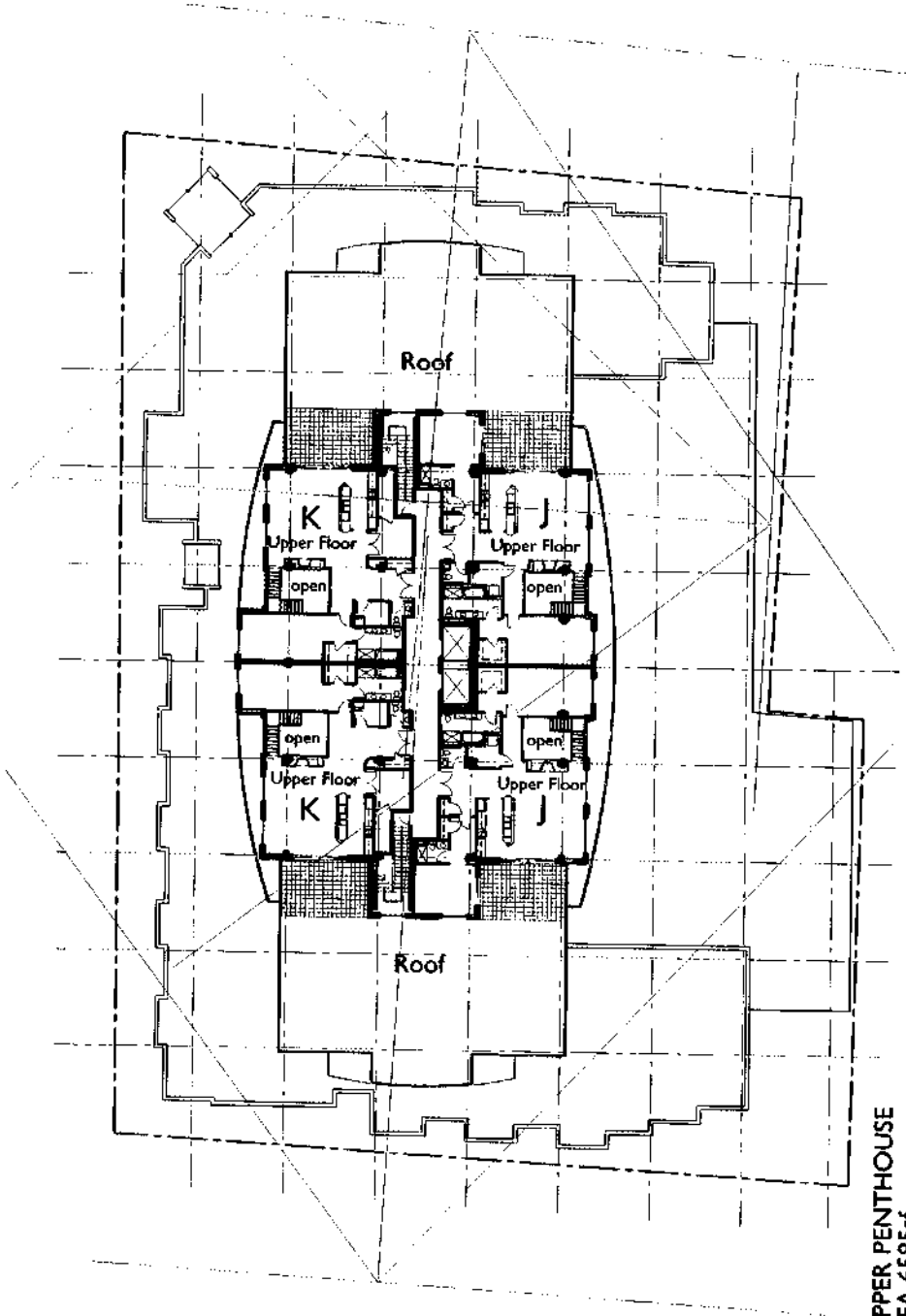
SCHEDULE L

PLAN - EIGHTH FLOOR

SAINT JOSEPH'S SQUARE CONDOMINIUMS

GOTTINGEN STREET, HALIFAX NS

SCALE: 1"=40'
 Apr 05, 2011



UPPER PENTHOUSE
GFA 6585sf

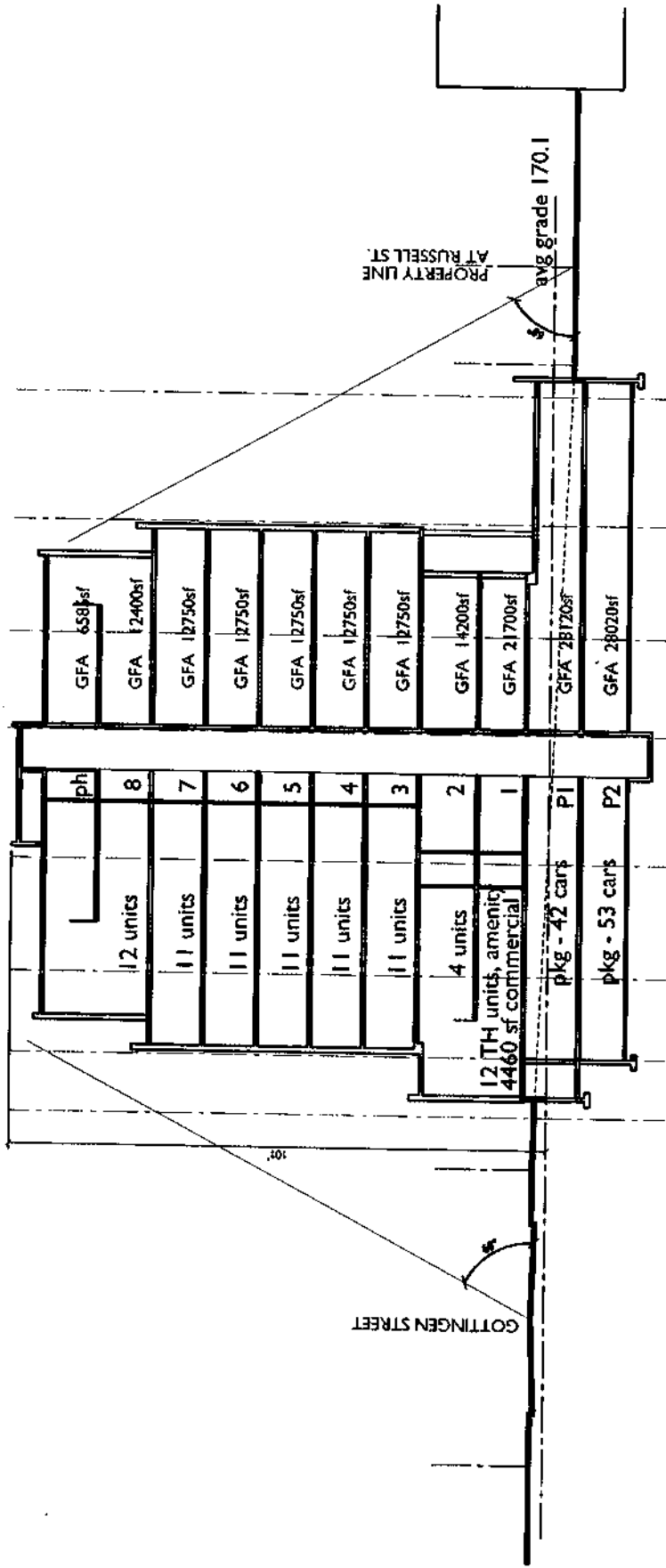


SAINT JOSEPH'S SQUARE CONDOMINIUMS
SCHEDULE M
 PLAN - UPPER PENTHOUSE
 GOTTINGEN STREET, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS
 SUITE 200, 5663 CORNWALLIS ST.
 HALIFAX, N.S. B3K 1B6 (902) 422-1557

SCALE: 1"=40'
 Mar 25, 2011

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83 units
total GFA 174,605 sf

95 cars



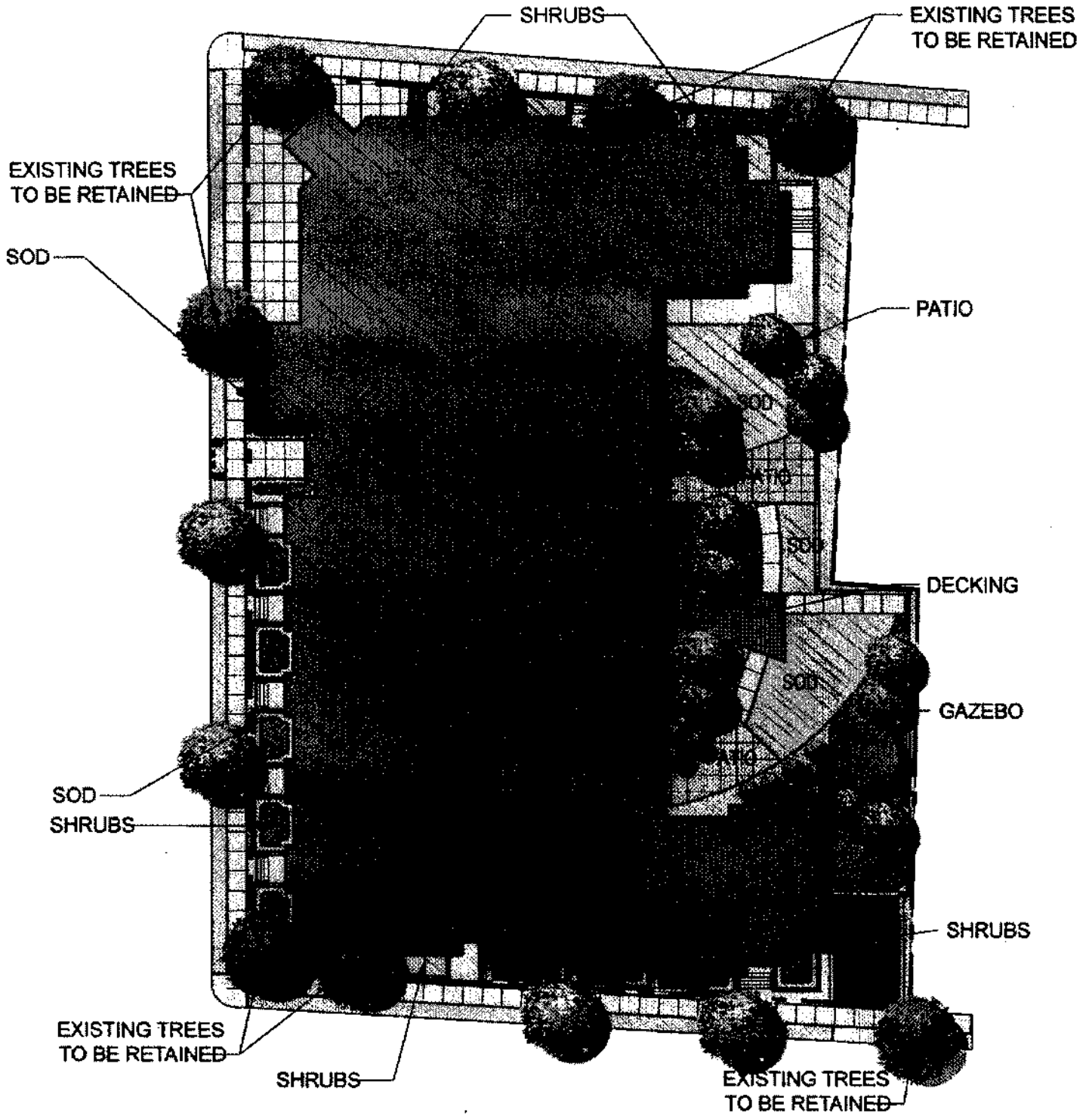
SCHEDULE N
CROSS SECTION
SANT JOSEPH'S SQUARE CONDOMINIUMS
GOTTINGEN STREET, HALIFAX NS

KASSNER/GOODSPEED ARCHITECTS

SUITE 200, 9663 CORNWALLIS ST.
HALIFAX, N.S., B3K 1B6 (902) 422-1557

SCALE: 1"=30'
Mar 28, 2011

Schedule "O"



Schedule "P"

