

Form 26

Purpose: to record an interest in a parcel; or
to record a power of attorney in the power of attorney roll

Registration district:	Municipality of the County of Kings
Submitter's user number:	500000794
Submitter's name:	Municipality of the County of Kings

For Office Use

KINGS COUNTY LAND REGISTRATION OFFICE I certify that this document was registered as shown here. Christina Dodge, Registrar	
<u>87767746</u> Document	LR <input checked="" type="checkbox"/> ROD
<u>MAY 07 2007</u> MM DD YYYY	<u>15:24</u> Time <i>RB</i>

In the matter of Parcel Identification Number (PID)

PID 55434310	PID 55434328
PID 55434336	

(Expand box for additional PIDs. Maximum 9 PIDs per form.)

Take notice that the undersigned hereby requests that the registrar record the attached document (select applicable box):

- in the parcel register as a recorded interest
- in the power of attorney roll
- power of attorney registered under the *Registry Act*, for duplication in the power of attorney roll

And further take notice that the following information relates to the interest being recorded:

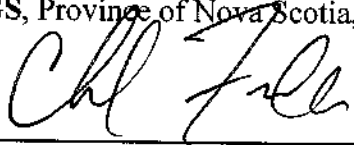
Instrument type	Development Agreement (406)
Expiry date (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	Municipality of the County of Kings – Party to the Agreement
Mailing address of interest holder to be added	PO Box 100 Kentville, NS B4N 3W3
Name and mailing address of power of attorney donor to be added (if applicable)	N/A
Name and mailing address of power of attorney donee to be added (if applicable)	N/A
Reference to related instrument in names-based roll/parcel register (if applicable) <i>(for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable)</i>	N/A

April 3, 2007

(select all applicable statements)

- 9 **And further take notice that** the attached document is signed by an 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
 - no power of attorney applies to this document

Dated at **KENTVILLE**, in the County of **KINGS**, Province of Nova Scotia, May 7th, 2006.



Signature of Manager of Planning

Name Chrystal Fuller

Address Municipality of the County of Kings
PO Box 100 Kentville, NS B4N 3W3

Phone (902) 690-6173

Email: pjavorek@county.kings.ns.ca

Fax: (902) 679-0911

- 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.

April 3, 2007



MUNICIPALITY OF THE COUNTY OF KINGS

“BE IT RESOLVED that the Municipality of the County of Kings discharge the development agreement entered with Apollo Venture Capital Ltd on October 2nd, 2001, recorded in the Kings County Registry Deeds on October 25th, 2001 in Book 1291, pages 266-300 as Document # 6592, as well as enter into the attached Development Agreement with MIR 1 Developments Inc. in order to permit the development of the Commercial Comprehensive Development District on Highway 1, New Minas and the unincorporated area of Greenwich, pursuant to Policy 2.2.6.4 of Bylaw 56, the Municipal Planning Strategy and Policy 18, Section 2.4 of Bylaw 57, the New Minas Sector Plan.

THIS IS TO CERTIFY that the foregoing Agreement was considered and passed by a majority vote of those Councillors present when the vote was taken at the session held on the 3 day of April, A.D., 2007 in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hands of Warden and Municipal Clerk and under the corporate seal of the Municipality this 17 day of April, 2007.


Fred Whalen, Warden


Ann L. Longley, Municipal Clerk

THIS AGREEMENT made this 7th day of May, 2007

- BETWEEN:

M.I.R. 1 DEVELOPMENTS INC., a body corporate with its head office in Wolfville, Nova Scotia (hereinafter called the "DEVELOPER"),

- OF THE FIRST PART

AND

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia (hereinafter called the "MUNICIPALITY"),

- OF THE SECOND PART

WHEREAS the Developer is the owner of certain lands and premises (hereinafter called the "Property"), which lands are more particularly described in Schedule "D", attached hereto;

AND WHEREAS the Developer has requested that the Municipality enter into a Development Agreement (hereinafter called the "Agreement") pursuant to the provisions of Section 225 of the Municipal Government Act and Policy 2.2.6.4 of the Municipal Planning Strategy and Policy 18, Section 2.4 of the New Minas Sector Plan so that the Developer may develop and use the Property in a manner which is not presently provided for within the Land Use Bylaw generally applicable to the particular zone in which the Property is located;

AND WHEREAS the Developer's proposed use of the Property is intended for a comprehensive mixed-use development containing commercial, light industrial, community facility and multi-unit residential land uses.

THEREFORE, in consideration of the covenants, promises and agreements contained herein, the parties hereto agree as follows:

Part 1 Agreement Context

1.1 Schedules

The following attached schedules shall form a part of this Agreement:

Schedule "A" - Land use requirements for Block A
Schedule "B" - Land use requirements for Block B
Schedule "C" - Land use requirements for Block C
Schedule "D" - Procedure for transfer of Public Park to the Municipality
Schedule "E" - Legal Description of the Property
Schedule "F" - Site Plan

1.2 Municipal Planning Strategy and Land Use Bylaw

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended.
- (c) *New Minas Sector Plan* means Bylaw 42 of the Municipality, approved on August 17, 1982, as amended.
- (d) *New Minas Land Use Bylaw* means Bylaw 57 of the Municipality, approved on June 17, 1979, as amended.

1.3 Definitions

Unless otherwise defined, all words used herein shall have the same meaning as defined in the Land Use Bylaw. Words not defined in the Land Use Bylaw but used herein are:

- (a) *Auction House* means a building or structure or lands used for the storage of goods and materials, which may include motorized vehicles on an incidental basis only, which are to be sold on the premises by public auction, and for the sale of the said goods and materials by public auction. Yard sales and flea markets are not included in this definition.
- (b) *Block A* means the western portion of the Property as identified on the Site Plan.
- (c) *Block B* means the centre portion of the Property as identified on the Site Plan
- (d) *Block C* means the eastern portion of the Property as identified on the Site Plan.
- (e) *Development Officer* means the Development Officer appointed by the Council of the Municipality
- (f) *Commercial Floor Area* means the total usable floor area within a building used for commercial purposes but excludes washrooms, furnace and utility rooms, storage and kitchen areas, and common malls between stores.
- (g) *Highway No. 1* means the existing street identified as Commercial Street (Truck 1) on the Site Plan that is owned and activity maintained by the Nova Scotia Department of Transportation and Public Works.

- (h) *Parking Area* means an open paved area, other than a public street or highway, containing designated parking spaces for two or more motor vehicles that has adequate unencumbered access to permit entrance and exit of motor vehicles to a driveway, public street or highway and is delineated from adjacent lands by landscaping or other barriers.
- (i) *Public Road* means a street, road or highway that is owned and maintained by the Municipality.
- (j) *Weekend Market* means a building or part of a building or open area where stalls or tables are rented or otherwise provided which are intended for use by various individuals to sell new, used, handmade or second hand goods, produce or baked goods, articles and antiques/collectables to the general public on a regular basis during the weekend hours (Saturday and/or Sunday) and may include the selling of goods at retail by businesses or persons who are generally engaged in retail trade. Not to include private garage sales.

Part 2 General Development Requirements

2.1 Uses

The use of the Property shall be limited to:

- (a) A maximum of ninety-two (92) residential units within 3 to 6 multi-residential buildings located in Block A and in conformance with the requirements for Block A contained in Schedule A.
- (b) Commercial, Community Facility and/or Light Industrial land uses within new or existing buildings located in Block B and in conformance with the requirements for Block B contained in Schedule B.
- (c) Town house units and/or one (1) multi-unit residential building/home for special care facility located in Block C and in conformance with the requirements for Block C contained in Schedule C.
- (d) Notwithstanding 2.1(b), above, up to 30% of Block B, without frontage on Highway No. 1, may be developed in conformance with the requirements for Block A contained in Schedule A.

2.2 Access

The Nova Scotia Department of Transportation and Public Works must approve vehicle ingress and egress for the Property prior to use. A maximum of three accesses from the property onto Highway No. 1 are permitted. The Developer must submit current permits from the Department of Transportation and Public Works prior to receiving any development or buildings permits.

2.3 New Public Roads

- (a) The Developer may develop up to two new public roads that access Highway No.1 and end in a cul-de-sac provided the location and configuration of accesses are approved by the Nova Scotia Department of Transportation and Public Works, and the Municipal Department of Engineering.
- (b) Notwithstanding the subdivision bylaw, any new public road(s) may be a minimum width of 50 feet.
- (c) Notwithstanding 2.3(b), above, a portion a new public road located immediately to the west of the former Horton High School building shown on the Site Plan may be a minimum width of 44 feet. This 44 feet wide portion may be a maximum length of 75 feet and must be located within the area identified as a reduce right-of-way on the Site Plan.
- (d) Any new public road(s) must contain pedestrian walkways on one side of the road with a minimum width of five (5) feet that connects to the existing pedestrian walkway located on Highway No. 1.
- (e) All design characteristics and construction of the new public road(s) must meet all applicable design standards required by the Municipal Department of Engineering.

2.4 Subdivision

- (a) The Developer agrees that the Property shall be consolidated or subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- (b) The Development Officer may approve final plans of consolidation or subdivision for all parcels referred to as the Property provided the parcel has public highway frontage as required by this Agreement.
- (c) Any subdivision or consolidation of land in Block A, B, or C must meet all applicable minimum requirements contained in this Agreement.
- (d) The decision of the Development Officer as to whether subdivision of the Property conforms to the terms of this Agreement shall be conclusive.

2.5 Access onto any New Public Roads

- (a) A maximum of 2 access points to any lot from any new public road may be permitted.
- (b) A minimum 25 foot separation distance consisting of a curb, barrier, or ditch designed to prevent vehicular access shall be maintained between access points, except for townhouse developments located in Block C.

- (c) Access points shall be located a minimum of 50 feet from the nearest intersection of street lines.
- (d) Accesses shall be a maximum width of 25 ft for residential land uses and 36 ft for commercial, industrial or community land uses, unless otherwise required by the Nova Scotia Department of Transportation and Public Works.
- (e) The portion of the proposed new public road identified as being a reduced right-of-way on the Site Plan may contain a maximum of one (1) access for a residential land use. No other accesses are permitted within this area.
- (f) Two or more lots may share the same access.

2.6 Parking General Standards

The Developer shall meet the following criteria and standards for parking:

- (a) Individual parking spaces shall have minimum dimensions of 9 feet by 18 feet.
- (b) Traffic aisles leading to and within parking areas shall be a minimum width of twenty (20) feet for two-way traffic and ten (10) feet for one-way traffic.
- (c) No parking space shall be located within ten (10) feet of a lot line abutting a R1, R2, or P1 Zone unless the abutting yard is fenced or screened;
- (d) The parking area shall consist of a permanent hard surfacing and each parking space shall be clearly marked and maintained as such.
- (e) Lights shall illuminate the parking area and shall be so arranged as to divert the light away from streets and adjacent lots and buildings.
- (f) Individual parking spaces shall be located such that they do not interfere with the functioning of any entrance or exit to a building or structure. In addition, individual parking spaces shall not be located within 10 feet of any window in a habitable room where such window is within 4 feet of the established grade.
- (g) Unless otherwise stated in this Agreement, parking shall be provided within the same lot as the use for which the parking is required.
- (h) Should the required number of parking spaces calculated for a permitted land use be equal to a fractional number, the required number of spaces shall be equal to the next highest whole number.

2.7 Reserved Spaces for Physically Disabled Persons

The Developer shall meet the following criteria and standards for physically disabled parking:

- (a) The minimum number of parking spaces reserved for physically disabled persons shall comply with the following table.

Required parking spaces	Minimum Number of parking spaces provided for physically disable persons
1-4	0
5-35	1
36-60	2
61-85	3
86-110	4
111-135	5
136-160	6

- (b) The parking space(s) closest to a facility shall be reserved for parking for physically disabled persons.
- (c) Each parking space reserved for physically disabled persons shall contain an area of no less than 240 square feet measuring 13 feet by 18 feet.
- (d) Each parking space reserved for physically disabled persons shall be clearly identified by a ground or facial sign.
- (e) Where a parking area is defined by curbing, a ramped curb shall be provided so as to allow a physically disable person to easily travel through or over such curbing.

2.8 Paving

All accesses, parking, loading and traffic circulation areas shall be paved prior to receiving an occupancy permit for the main use located on any lot.

2.9 Parking of Commercial Vehicles

Notwithstanding other provisions in this Agreement, commercial vehicles shall not be parked overnight within Block A or C whenever such commercial vehicles are operating a refrigeration unit, or are loaded with any cargo regulated under the Dangerous Goods Management Regulations made under Section 84 of the Environment Act, S.N.S. 1994-95, c.1, or similar legislation. The presence of unacceptable cargoes may be determined by labels on the materials on placards on the transport unit as required by Federal Regulations under the Transportation of Dangerous Goods Act.

2.10 Pedestrian Walkways

- (a) All required pedestrian walkways shall be a minimum of 4 feet wide and shall consist of a permanent hard surfacing.
- (b) The Developer may develop additional pedestrian walkways and trails not required in this Agreement to their own standards.

- (c) Excluding pedestrian walkways located on any new public roads, the Developer is solely responsible for maintenance and snow removal on the pedestrian walkways located on the Property and required in this Agreement.

2.11 Landscaping

- (a) All areas of the Property not paved or otherwise reserved for driveways, parking, walkways or developed as amenity space; or otherwise landscaped shall be covered and maintained with grass or other vegetation.
- (b) Except for lot access, a minimum 10-foot wide strip consisting of grass and bushes or trees shall be required within the lot boundary along Highway No.1 and any new public roads. Trees or bushes shall have an average spacing not to exceed 40 feet. The average spacing allows for grouping trees or bushes so as to enhance appearance and to avoid impeding site lines.

2.12 Accessory Uses

Where this Agreement provides that the Property may be used for a purpose, the purpose is deemed to include any use accessory or ancillary thereto, subject to the requirements of this Agreement.

2.13 Accessory Buildings

Unless otherwise indicated in this Agreement, accessory buildings shall be permitted but shall not:

- (a) be used for human habitation; or
- (b) be built closer to the front lot line or flankage lot than the minimum distance required by this Agreement for the main building on the lot; or
- (c) Be located within 10 feet of any building on the lot; or
- (d) Exceed 20 feet in height; or
- (e) Be permitted on a separate lot from a main building;

2.14 Hazardous Materials and Petroleum Storage

No facilities for storage of petroleum products or hazardous materials regulated under the Nova Scotia Environment Act and Regulations shall be permitted within 500 feet of a watercourse or public or private water supply well as defined in the Environment Act.

2.15 Temporary Construction Uses

The use of land for the temporary location of a building or structure, or for other purposes incidental to a main construction project is permitted to continue up to sixty days following completion of the main construction project.

2.16 Height Restrictions

The maximum height of buildings and structures as provided for in particular sections of this Agreement, unless otherwise indicated, shall not apply to water tanks, elevator enclosures, silos, flagpoles, television or radio antennae/satellite dishes, ventilators, skylights, chimneys, or clock towers.

2.17 Permitted Setback Encroachments

Unless otherwise indicated, every part of any yard required by this Agreement shall be open and unobstructed by any structure, subject to the following:

- (a) There may be constructed in any yard the usual projections of sills, cornices, eaves, gutters, chimney breasts, pilasters, canopies, or other architectural features provided that no such structure or feature shall project more than two (2) feet into a required yard.
- (b) Window bays may be permitted to project not more than three (3) feet from the main wall into a required front, rear or flankage yard.
- (c) Where the required yard is greater than two (2) feet six (6) inches, a minimum setback of two (2) feet six (6) inches shall be maintained between uncovered patios and any side lot line.

These provisions shall not restrict the locating of ornamental plantings of landscaping in any yard unless otherwise indicated in this Agreement.

2.18 Tree Standards

All required trees shall be capable of growing to and being maintained at a minimum height of twenty feet, and shall be maintained in a healthy and safe condition.

2.19 Sewer Connections and Water Supply

- (a) The Property shall be serviced by the Village of New Minas or Greenwich water and sewer system as approved by the Village or Municipality in accordance with a Joint Certificate of Approval issued by the Departments of Health and Environment and Labour of Nova Scotia.
- (b) The provision of water and sewer services to initial phases of site development shall be sized to accommodate the maximum amount of development permitted in later phases in keeping with sound engineering practices and municipal standards.

- (c) All costs for the provision of water and sewer, including costs for remedial action, shall be the responsibility of the Developer, in accordance with respective policies of the Municipality.

2.20 Storm Water Management

- (a) All storm water runoff must be managed effectively on the property so as not to negatively impact adjacent properties, roads or watercourses as determined by the Municipal Department of Engineering and the Nova Scotia Department of Environment and Labour.
- (b) At the time of subdivision, the Developer shall submit an adequate storm water management plan to the Development Officer for approval, which must be granted, prior to obtaining any subdivision approval.

2.21 Exterior Lighting

Any exterior lighting on the Property shall not be directed upon streets, and neighbouring properties.

2.22 Appearance of Property

The Developer shall at all times maintain the Property in a neat and presentable condition including the structures, lawns, landscaping, driveways and parking areas and spaces.

Part 3 Implementation of the Agreement

3.1 Application for Sewer Connection Permit

- (a) The Developer shall apply for and receive all required sewer connection permits from the Village of New Minas or Municipality, as applicable where applicable, prior to obtaining a Development Permit.
- (b) The Developer shall be responsible for all costs associated with the connection of this system to the Property and for sewer rates.

3.2 Application for Development and Building Permits

- (a) Development of the Property or any portion thereof shall require applications for Development Permits and Building Permits.
- (b) The Developer must comply with the provisions of the Municipal Building Bylaw, including all requirements for Building Permits and compliance with Orders of Building Inspectors.

- (c) The Developer shall submit to the Development Officer in support of any application for a Development Permit and/or a Building Permit:
 - (i) Building plans and specifications, which are acceptable to the Development Officer and the Municipal Building Inspector;
 - (ii) Consent for Building and Access to the property from the Department of Transportation and Public Works, and
 - (iii) Any other information the Development Officer deems necessary to determine whether the development conforms with the requirements of this Agreement.

3.3 Issuance of Development Permits

- (a) The Development Officer shall not issue Development Permit(s) for the use of the Property and for any construction relating to this Agreement unless such development complies with the terms of this Agreement.
- (b) The decision of the Development Officer as to whether a development meets the terms of this Agreement shall be conclusive.

3.4 Subdivision

The developer may subdivide the property according to the Subdivision By-law and the terms of this Agreement.

3.5 Site Erosion and Environmental Control

- (a) No cutting of trees or altering of grades or removal of sand, gravel or topsoil shall be permitted except with respect to buildings, driveways, roadways, parking lots, walkways, amenity areas, necessary sewer, water, and other utility easements and as may be further required under the terms of the Agreement.
- (b) During any construction, all trees to be preserved are to be protected by a snow fence located at the leaf or "drip line" of the trees or groups of trees to be preserved.
- (c) During any construction, all exposed soil shall be stabilized immediately so as to effectively control erosion of the soil.
- (d) Adequate measures shall be taken to contain within the site all silt and sediment created during construction.

3.6 Phasing of Development

The Developer may develop the site in its entirety in a single construction phase or in any number of construction phases provided all phases comply with this Agreement.

3.7 Commencement of Operation

No use may be commenced on the Property until the Municipality has issued any Development Permits, Building Permits and/or occupancy permits that may be required.

3.8 Completion and Expiry Date

- (a) The Developer shall sign this Agreement within six (6) months of eligibility to execute the Agreement or the unexecuted Agreement shall be null and void.
- (b) The Developer shall complete all construction and be in complete compliance with all provisions of this Agreement within ten (10) years of signing this Agreement.

Part 4 Changes and Amendments

4.1 Change in Use

The Developer or any successors in title shall not vary or change the use of the Property, except as provided for in this Agreement, unless a new or amended Development Agreement is entered into with the Municipality.

4.2 Variance

The development officer may grant a variance of up to 5% in one or more of the following:

- (a) percentage of land that may be built upon;
- (b) size or other requirements relating to required yards;
- (c) lot frontage or lot area, or both, if a variance was granted for the lot at the time of subdivision approval.

A variance may not be granted where the:

- (i) variance violates or disregards the intent of the development agreement;
- (ii) difficulty experienced is general to properties in the area; or
- (iii) difficulty experienced results from an intentional disregard for the requirements of the agreement.

The costs and procedures for granting or refusing a variance shall be identical to the costs and procedures for granting a variance for as-of-right development.

4.3 Insubstantial Amendments to this Agreement

The Developer shall not vary or change the use of the Property, except as provided for in the Development Agreement, unless a new Development Agreement is entered into with the Municipality or the Development Agreement is amended or discharged.

The Municipality and the Developer agree that all matters in the Development Agreement are substantive matters, which shall not be changed or altered except by amendment to the Development Agreement except as follows. The following matters are not substantive matters and may be changed or altered by policy of Council, and shall not require a Public Hearing:

- (a) Changes to the Site Plan or Agreement that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department of Transportation and Public Works, the Nova Scotia Department of the Environment and Labour and the Nova Scotia Alcohol and Gaming Authority, provided the change does not violate or disregard the intent of this Agreement.
- (b) Changes to the Property Description and Site Plan required to add a portion of the right-of-way for Highway No.1, which is currently owned by the Nova Scotia Department of Transportation to the lands included in this Agreement.
- (c) Changes to the Site Plan that are required to change the size and shape of Block A, B and C provided the following conditions are met:
 - (i) The Site Plan shows the accurate location of Blocks A, B and C including total areas and all boundary lengths and widths in feet.
 - (ii) The Site Plan shows the accurate location and configuration of the accesses onto Highway No. 1 as approved by the Nova Scotia Department of Transportation and Public Works.
 - (iii) The Site Plan shows a 40 foot wide buffer area on the steep sloped area on the western edge of the property.
 - (iv) The Site Plan shows the accurate location of lands reserved for a public park and identified as Parkland, which cannot be changed in location, size or shape.
 - (v) Block A is located on the western side of the property and is within 0.5 acres of a total area of 5.8 acres.
 - (vi) Block B is located between Block A to the west, and Block C to the east, and is within 0.5 acres of a total area of 6.7 acres.
 - (vii) Block C is located on the eastern side of the property and is within 0.5 acres of a total area of 4.7 acres.

- (d) Changes to the Site Plan that are required to change the location of land reserved for a public park and identified as Parkland, provided the parkland is a minimum of 0.5 acres in size, a minimum of 100 ft in length and width, and has a minimum of 50 feet of frontage onto a public road.
- (e) Changes to the completion interval specified in section 3.8 of this Agreement.

Part 5 Compliance

5.1 Subsequent Development

Any subsequent development not included in this Agreement may only be initiated or carried out upon the entering into of a new or amended Development Agreement with the Municipality.

5.2 Compliance with Other Bylaws or Regulations

Nothing in this agreement shall exempt the Developer or any successor in title from complying with other Bylaws or Regulations in force within the Municipality, including the Building Bylaw, or from obtaining any license, permission, permit authority or approval required hereunder, including any permission required under the Provincial Fire Code, or those of any other authority having jurisdiction.

5.3 Observance of the Law

Subject to the provisions of this Agreement, the Developer shall observe all of the ordinances, bylaws and regulations of the Municipality, Provincial and Federal legislation applicable to the Developer.

5.4 Breach of Terms or Conditions

Upon the breach by the Developer of the terms or conditions of this Agreement, the Municipality may:

- Apply for an injunction or injunction type relief; or
- Prosecute under the Municipal Government Act, Land Use Bylaw or Building Bylaw, and/or Building Code Act;
- Sue for specific performance of any terms or conditions; or
- Sue for breach of contract; or
- Discharge this Agreement; or
- Undertake any remedies permitted by the Municipal Government Act;
- Take no action but by taking no action on any breach or violation shall not bar the Municipality from exercising its rights under the Development Agreement for any other or a subsequent or continuing breach or violation of the same nature; or
- Any combination of the above.

5.5 Registration of Agreement

The Municipality shall record the Development Agreement in the Land Registration Office for the County of Kings

5.6 Severability of Provisions

It is agreed that the provisions of this Agreement are severable from one another and that the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.

5.7 Interpretation

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neuter genders.

5.8 Ownership and Control

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Property until this Agreement is discharged by Council.

Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer of any portion of the Property, this agreement shall continue to apply and bind the Developer, the Property and any portion of the Property and, subject to this Part, the Developer shall continue to be bound by all terms and conditions of this Agreement until discharged by Council

Upon transfer of title of any portion of the Property, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the portion of the Property.

5.9 Warranties by the Developer

The Developer warrants as follows:

- (a) The Developer has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance. No other entity has an interest in the Lands that would require their signature on this Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign this Agreement to validly bind the Lands.
- (b) The Developer has taken all steps necessary to, and it has full authority to, enter into this Agreement.

5.10 Costs

The Developer is responsible for all costs associated with this Agreement.

5.11 Full Agreement

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Developer. No other agreement or representation, oral or written, shall be binding.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto on the day and year first above written.

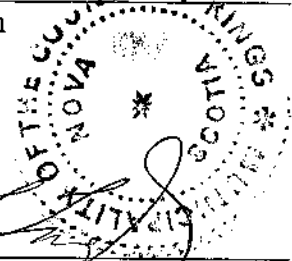
SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

**MUNICIPALITY OF THE
COUNTY OF KINGS**

B. Sivak
Witness

Fred Whalen
Fred Whalen, Warden

Ann L. Longley
Ann L. Longley, Municipal Clerk



SIGNED, SEALED AND DELIVERED
In the presence of:

M.I.R. 1 DEVELOPMENTS INC.

Thomas J. Legnifoot
Witness

William G. Young
William G. Young, President

Schedule "A"

Land Use Requirements for Block A

1. Total Development Permitted in Block A

A maximum of ninety-two (92) residential units within 3 to 6 multi-unit residential buildings and subject to the following requirements:

2. Permitted Uses

Multi-unit residential buildings to a maximum of 40 units per building
Park

3. Uses Subject to Conditions

Home Day Care
Urban Home Occupations

Home Day Care and Urban Home Occupation are permitted provided the use meets the requirements contained in BYLAW # 75, the Land Use Bylaw.

4. General Provisions

Any development must meet all applicable provisions contained in Parts 1 through 5 of this Agreement.

5. Amenity Area

- (a) An amenity area comprising a minimum of 5% of the total lot area shall be provided.
- (b) The amenity area shall be landscaped with a combination of grass, trees, flowers or decorative stonework, all of which are designed to meet the outdoor leisure needs and privacy of residents.

6. Public Park

- (a) In addition to the minimum amenity area requirement above, the Developer shall develop a generally level graded public park measuring a minimum of 0.5 acres within Block A in the location identified as Parkland on the Site Plan.
- (b) The developer shall landscape the public park with a combination of grass, trees, flowers, shrubs or decorative stonework in consultation with the Municipal Department of Community Development.
- (c) Once complete, the Municipality agrees to reimburse the Developer 50% of the costs associated with the landscaping required in section 6(b) of Schedule A, above, up to a maximum of \$5,000, and take full ownership of the public park, including its

maintenance, subject to approval of the Municipal Department of Community Development and in conformance with the procedure contained in Schedule D.

7. Parking

- (a) All parking shall meet the general requirements of section 2.6 and 2.7 of this Agreement.
- (b) A minimum of 1.5 parking spaces shall be provided for each dwelling unit permitted. In the case of odd number of units, parking shall be provided using the next higher number.
- (c) Except for pedestrian walkways, a minimum of 10-foot wide strip consisting of grass, bushes and trees shall be required around all parking areas. Trees shall be a minimum height of 10 feet with an average spacing not to exceed 40 feet. The average spacing allows for grouping trees so as to enhance appearance and to avoid impeding site lines.
- (d) No parking shall be permitted in a required minimum side or rear yard abutting a residential zone.

8. Pedestrian Walkways

Pedestrian walkways must be provided in conformance with the standards in section 2.10 of this Agreement. The walkways must directly or indirectly link the main entrances of each multi-unit residential building in Block A to each other as well as to the public park required in section 6 of Schedule A, above, Block B, and the existing public sidewalk along Highway No. 1.

9. Buffering and Screening

The 40 foot wide buffer area along the western edge of Block A and shown on the Site Plan may not be developed in any way and must be maintained as a natural wooded landscape.

10. Outdoor Storage

Where outdoor garbage and recycling bins are provided, these facilities shall be either:

- (a) Enclosed within a maximum 200 square foot accessory building permitted in the required front yard but no less than 10 feet from a property line; or
- (b) Enclosed within a 6 foot high opaque board fence within the rear yard, and effectively screened from the street and adjacent residential properties.

11. Signs

All signs must meet the requirements of the Land Use Bylaw applicable for the Residential Medium Density (R4) Zone.

12. Reduced Setback

Where parking is excluded from the front yard, the standard setback requirement from a new public road may be reduced to 10 feet provided the entire front yard, excluding access and pedestrian walkways, is landscaped with a mixture of grass, trees and bushes.

13. Block A Requirements

Any permitted use must comply with the following requirements:

Block A	Multi-Unit Residential
Minimum Lot Size	10,000 sq ft for first 4 units, 2,000 sq ft for each additional unit
Minimum Lot Frontage	100 ft
Minimum Front or Flankage Yard	
a) New Public Road	25 ft
b) Reduced Setback on New Public Road (Section 12, above)	10 ft
c) Highway No. 1	45 ft
Minimum Side Yard	
a) Main Building	20 ft
b) Accessory Building	8 ft
Minimum Rear Yard	
a) Main Building	35 ft
b) Accessory Building	8 ft
Maximum Height of Main Building	35 ft
Maximum Lot Coverage	35% of lot area
Maximum Number of Units Per Acre	20 units

Schedule "B"

Land Use Requirements for Block B

1. Total Development Permitted in Block B

- (a) Commercial, Community Facility or Light Industrial land uses within new or existing buildings in conformance with the following requirements.
- (b) Notwithstanding 1(a) above, up to 30% of Block B, without frontage on Highway No.1, may be developed in accordance with the requirements of Block A contained in Schedule A excluding Section 1.

2. Permitted Uses

Agricultural Equipment Parts, Sales and Service
Arenas
Art and Cultural Centres
Art Galleries
Auction House (As defined in this Agreement)
Automobile Parts, Sales and Service
Bakery Shops
Business Offices
Bus Depot
Commercial Schools
Community Facilities
Convenience Stores
Day Care Facilities
Delicatessens
Dental Laboratories
Dressmaking and Tailoring
Education Facilities
Farm Markets
Fixed Roof Overnight Accommodation
Food Stores
Forestry Equipment Parts, Sales and Service
Funeral Homes
Garden Centres
Group Care Facilities
Indoor Recreation Uses
Libraries
Manufacturing and Bottling of Beverages
Medical Clinics
Mini Warehouses
Museums
Nurseries, Greenhouses and Garden Centres
Office Supplies
Outdoor Commercial Display

Parks
Parking Lots
Parking Structures
Personal Service Shops
Photography Studios
Post Offices
Printing Establishments
Private Clubs
Professional Offices
Public and Private Utility Services
Rehabilitation Centres
Restaurants
Retail Building Supplies
Retail Stores
Retail Warehouse Outlet
Service Shops
Taxi and Bus Stations
Telecommunications and Broadcasting Facilities
Theatres
Tourist Centres
Veterinary Clinics
Weekend Markets (As defined in this Agreement)
Wholesale Distributors and Suppliers
Wineries

Food Stores and Retail Stores shall not exceed 10,000 sq feet of commercial floor area.

3. Uses Subject to Conditions

Accessory Dwelling Units
Lounges and Beverage Rooms

4. General Provisions

Any development must meet all applicable provisions contained in Parts 1 through 5 of this Agreement.

5. Parking

- (a) All parking spaces and areas shall meet the requirements of section 2.6 and 2.7 and of this Agreement.
- (b) Parking space requirements shall be in conformity with the parking provisions of each respective use category as provided in Land Use Bylaw 75, specific provisions of this Agreement notwithstanding.
- (c) Parking shall be located upon the same lot as the use for which the parking is necessary.

- (d) Where there is a combination of uses on a lot, the minimum parking space requirements shall equal the combined total of the minimum requirements for each use.
- (e) Parking areas shall consist of no more than 30 parking spaces, which at a minimum must be separated from each other by curbed, and landscaped strips or islands that are a minimum of 100 square feet in size.
- (f) Notwithstanding 2.6(a) of this Agreement, up to 25% of the total number of parking spaces required on a lot may be one hundred and twenty-eight (128) square feet in area, measuring eight (8) feet by sixteen (16) feet, and must be clearly marked for use only by compact cars.

6. Fencing and Buffers

Where parking and receiving areas are situated in a yard abutting lots within Block A or C as identified on the Site Plan or abut a lot within Block B that is developed in accordance with Schedule A, as provided for in Section 1(b) of Schedule B, above, a 10 foot wide grassed buffer yard shall be provided with either:

- (a) a minimum 6 foot high coniferous trees planted with an average maximum spacing of 10 feet, intermixed with minimum 10 foot high deciduous trees planted with an average maximum spacing of 15 feet; or
- (b) a 6 foot high opaque wooden fence and minimum 10 foot high deciduous trees on the commercial side of the fence, planted with an average maximum spacing of 20 feet.

7. Loading Bays and Spaces

- (a) Any building, structure or use of land which entails the regular shipping, loading or unloading of persons, animals, goods or materials shall provide and maintain on the same premise as such building, structure or use one off street loading space for standing, loading and unloading for every 30,000 square feet of floor area or lot area to a maximum of 6 loading spaces.
- (b) The provision of a loading space for any building with less than 1,500 square feet shall be optional, notwithstanding (a) above.
- (c) No loading spaces shall be located within any required front yard.
- (d) Where a loading bay or multiple bays and associated uses are situated within an abutting yard or are visually exposed to an abutting yard, a 20 foot wide grassed buffer yard shall be provided with a 6 foot high fence whose vertical plane is of continuous and uniform solid construction to create a visual barrier, and two rows of trees positioned at least 10 feet apart, staggered, and according to the same spacing intervals, heights and tree varieties as described in 7(b) above.
- (e) Loading activities shall not be permitted between 10:00 pm and 7:00 am of the following day.

8. Garbage Containers, Compactors and Recycling Bins

A six (6) foot high fence whose vertical plane is of continuous and uniform solid construction to create a visual barrier to public streets and adjacent properties shall enclose garbage containers, recycling bins and garbage compactors.

9. Pedestrian Walkways

Pedestrian walkways must be provided in conformance with the standards in section 2.10 of this Agreement. The walkways must directly or indirectly link at least one public/customer entrance from commercial and institutional land uses within Block B, to each other, as well as to the public sidewalk along Highway No. 1.

10. Signs

- (a) One (1) ground sign is permitted in Block B, which must conform to the size restrictions concerning ground signs contained in the Land Use Bylaw for the General Commercial (C1) Zone.
- (b) In addition to the single ground sign permitted in Block B, one (1) roof sign, one (1) projecting sign and any number of facial signs are permitted per lot in accordance with the corresponding size restrictions contained in the Land Use Bylaw for the General Commercial (C1) Zone.

11. Multiple Uses

Where any land or building is used for more than one purpose, all provisions of this Agreement relating to each use shall be satisfied and if more than one standard applies, the more stringent standard shall prevail.

12. Satellite Dishes and Radio, Television and Telecommunications Antennae

Equipment such as dishes and antennae, which are external to the building(s), associated with and ancillary to a TV, cable, satellite, radio, internet or other form of permitted telecommunications or otherwise licensed public or private broadcasting business or facility shall not be permitted in a required yard abutting Blocks A and C.

13. Special Requirements: Accessory Residential Uses

Residential units are permitted as an accessory residential use in main buildings provided:

- (a) The floor area of the residential units does not exceed twice the floor area used for commercial, light industrial or institutional land uses.
- (b) The residential units are contained in the main building constituting the commercial, light industrial or institutional use.
- (c) A minimum of one (1) on site parking space shall be provided for each unit permitted.

- (d) A minimum of 0.5 parking spaces shall be reserved for residents and/or guests for each residential unit permitted in Block B. This parking may be grouped or individually located on one or more lots located in Block B.
- (e) The residential units are located above, behind or below the permitted commercial, light industrial or institutional use.

14. Special Requirements: Lounges and Beverage Rooms

- (a) Any lounge or beverage room must be located a minimum of 50 feet from Block A and C, as well as from any lot within Block B that is developed in accordance with Schedule A, as provided for in Section 1(b) of Schedule B, above.
- (b) Any patio associated with a lounge or beverage room must be clearly cordoned off from the adjacent outdoor area by a metal or wooden railing measuring a minimum of 3 feet in height. Any patio must be located a minimum of 50 feet from Block A and C, as well as from any lot within Block B that is developed in accordance with Schedule A, as provided for in Section 1(b) of Schedule B, above.

15. Reduced Setback

- (a) Where parking is excluded from the front or flankage yard, the standard setback requirement may be reduced to 18 feet provided the entire front or flankage yard, excluding access and pedestrian walkways, is landscaped with a mixture of grass, trees and bushes.
- (b) Where parking is excluded from the front or flankage yard abutting the western most exterior wall of the former Horton High School building shown on the Site Plan, the standard setback may be reduced to 10 ft provided the entire front or flankage yard, excluding access and pedestrian walkways, is landscaped with a mixture of grass, trees and bushes.

16. Block B Requirements

Unless otherwise stated, any permitted use must comply with the following requirements:

Block B	Standard
Minimum Lot Size	6000 sq ft
Minimum Lot Frontage	60 ft
Minimum Front or Flankage Yard	
a) Highway No.1 or a new Public Road	45 ft
b) Reduce Setback (Section 18(a), above)	18 ft
c) Special Reduced Setback (Section 16(b), above)	10 ft
Minimum Side Yard	
a) General	10 ft
b) Abutting Properties with Block A or C	25 ft
Minimum Rear Yard	
a) Main Building	25 ft
b) Accessory Building	10 ft
c) Any Building Abutting Properties with Block A or C	35 ft
Maximum Height of Main Building	55 ft
Maximum Lot Coverage	50% of lot area
Minimum Clear Distance Between Main Buildings	20 ft

Schedule "C"

Land Use Requirements for Block C

1. Total Development Permitted in Block C

A maximum of seventy-two (72) dwelling units.

2. Permitted Uses

Town Houses

One (1) multi-unit residential building containing a maximum of 40 units or;

One (1) Home for Special Care containing a maximum of 80 beds or,

One mixed multi-unit residential and home for special care facility contained in a single building and in conformance with Section 4 of Schedule C, below.

Parks

3. General Provisions

Any development must meet all applicable provisions contained in Parts 1 through 5 of this Agreement.

4. Mixed land use

Should the multi-unit residential building contain a mix of multi-unit residential units and home for special care land uses, the combined maximum number of residential units and home for special care beds shall not exceed 40 residential units or 80 beds as determined by the following formula.

$$1 \text{ residential unit} = 2 \text{ home for special care beds}$$

5. Parking for Town Houses

(a) All parking shall meet the general requirements of Section 2.6 and 2.7 of this Agreement.

(b) A minimum of one(1) on site parking space shall be provided for each town house unit permitted.

(c) A minimum of 0.5 parking spaces shall be reserved for residents and/or guests for each town house unit permitted in Block C. This parking may be grouped or individually located on one or more lots located in Block C.

6. Parking for Multi-unit residential building/home for special care

(a) All parking shall meet the general requirements of section 2.6 and 2.7 of this Agreement.

- (b) A minimum of 1.5 parking space shall be provided for each multi-unit residential dwelling unit permitted.
- (c) 1 parking space shall be provided for each two beds available in the home for special care facility.
- (d) Where there is a combination of multi-unit residential and residential care facility uses on the lot, the minimum parking space requirements shall equal the combined total of the minimum requirements for each use.
- (e) Notwithstanding Section 2.6(a) of this Agreement, a maximum of 25% of all parking spaces located in an enclosed or underground garage may be one hundred and twenty-eight (128) square feet in area, measuring eight (8) feet by sixteen (16) feet, and must be clearly marked for use only by compact cars.

7. Pedestrian Walkways

Pedestrian Walkways must be provided in conformance with the standards in section 2.10 of this Agreement. The walkways must directly or indirectly link each townhouse unit and/or multi-unit residential building within Block C to each other and to the public sidewalk located on Highway No.1.

8. Amenity Area

- (a) An amenity area comprising a minimum of 10% of the total lot area shall be provided where five (5) or more dwelling units are located on one lot.
- (b) The amenity area shall be landscaped with a combination of grass, trees, flowers or decorative stonework, all of which are designed to meet the outdoor leisure needs and privacy of residents.
- (c) Amenity areas shall contain benches, picnic tables or other seating.

9. Signs

All signs must meet the requirements of the Land Use Bylaw applicable for the Residential Medium Density (R4) Zone.

10. Temporary Uses

Prior to any permanent development in Block C, the Developer may use Block C for outdoor sporting events and concerts provided the following conditions are met:

- (a) The event does not take place between 11:00 pm and 8:00 am of the following day.
- (b) A minimum of 1 parking space for every 2 people in attendance is made available within Block A, B or C.

- (c) Should an event be planned to have more than 75 people in attendance, the Developer shall notify all residents within Blocks A and B, as well as residents located within 500 feet of Block C, of the event's date and time a minimum of one (1) week prior to the event.
- (d) Outdoor concerts and commercial sporting events in excess of 75 people in attendance are limited to a total of six (6) events per calendar year. The number of community sporting events is not limited.
- (e) Prior to any outdoor concerts and commercial sporting events in excess of 75 people, the Developer shall obtain any required approvals from the Nova Scotia Department of Transportation and Public Works.
- (f) Prior to any outdoor concerts and commercial sporting events in excess of 75 people, the Developer shall obtain approvals from the Development Officer who must be satisfied that the Developer meets the conditions contained in Section 10 (a) through (e).
- (g) Any structure, such as a stage or seating, is temporary in nature and is fully dismantled within 2 days of the event's conclusion.

11. Block C Requirements

Unless otherwise stated, any permitted use must comply with the following requirements:

Block C	Town Houses	Multi-Unit Residential Building/ Home for Special Care
Minimum Lot Size	2,720 sq ft/unit	50,000 sq ft
Minimum Lot Frontage	20 ft/unit	100 ft
Minimum Front or Flankage Yard		
a) New Public Road	15 ft	35 ft
b) Highway No. 1	45 ft	45 ft
Minimum Side Yard		
a) General	15 ft	20 ft
b) Common Wall	0 ft	N/A
c) Accessory Building	4 ft	8 ft
Minimum Rear Yard		
a) Main Building	25 ft	35 ft
b) Accessory Building	4 ft	8 ft
Maximum Height of Main Building	35 ft	55 ft
Maximum Lot Coverage	35% of lot area	35 % of lot area
Maximum Number of Units Per Acre	20 units	25 units

Schedule "D"

Procedure for transfer of Public Park to the Municipality

Prior to acceptance by the Municipality of the Public Park and the reimbursement of 50% of the landscaping costs up to a maximum of \$5,000 in accordance with Section 6 of Schedule A of this Agreement, the Developer shall:

- (a) Provide 4 copies of the final plan of subdivision showing the Public Park and any drainage right-of ways and easements.
- (b) Provide receipts or other documentation acceptable to the Director of the Department of Community Development proving the costs incurred by the Developer in landscaping the public park as require in Section 6(b) of Schedule A or this Agreement.
- (c) Provide legal conveyance of ownership of the Public Park to the Municipality. This conveyance shall be in the form of a warranty deed and the Developer shall, provide the certification of lawyer practiced in NS that all property to be conveyed is free from all encumbrances, and that the Municipality will have good title to the property
- (d) Be responsible for all registration and other costs associated with the requirements of this section.

Schedule "E"

Property Description

PID: 55434310

Parcel Description

ALL that lot of land and premises situate at Greenwich, in the County of Kings and Province of Nova Scotia, shown and delineated as Residual 1 of Existing Lot 1 on a Plan of Subdivision (Retracement Plan) made by Shaun R. Stoddart, N.S.L.S. bearing date October 3, 2000 and filed October 12, 2000 at the Registry of Deeds for Kings County, Nova Scotia as Plan P-11701, said Residual 1 of Existing Lot 1 being more particularly bounded and described as follows:

BEGINNING at a survey marker at the curb on the northern boundary of Highway No. 1 and being the most southeasterly corner of the lot described herein;

THENCE running South 88 degrees 38 minutes 22 seconds West a distance of 249.51 feet to a survey marker found also at the curb on the northern boundary of Highway No. 1;

THENCE running in a southwesterly direction along the curb at the northern boundary of Highway No. 1 along the arc of a curve having a radius of 2,227.27 feet and an arc distance of 170.71 feet to a survey marker found;

THENCE running North 12 degrees 05 minutes 33 seconds West a distance of 158.67 feet;

THENCE running North 32 degrees 56 minutes 04 seconds East a distance of 81.96 feet to a survey marker found;

THENCE running North 48 degrees 50 minutes 44 seconds East a distance of 198.12 feet to a survey marker found;

THENCE running North 29 degrees 57 minutes 04 seconds East a distance of 146.30 feet to a survey marker found;

THENCE running North 30 degrees 56 minutes 31 seconds East a distance of 159.12 feet to a survey marker found;

THENCE running North 32 degrees 34 minutes 56 seconds East a distance of 27.33 feet to a survey marker found;

THENCE running North 33 degrees 29 minutes 14 seconds East a distance of 171.00 feet to a survey marker found;

THENCE running South 81 degrees 52 minutes 32 seconds East a distance of 235.01 feet to a survey marker placed;

THENCE running South 30 degrees 56 minutes 31 seconds West a distance of 466.58 feet to a survey marker placed;

THENCE running South 00 degrees 28 minutes 48 seconds East a distance of 337.57 feet to the place of BEGINNING.

SUBJECT TO AN EASEMENT / RIGHT-OF-WAY 50 feet in width across the north boundary of the subject property granted by the Municipality of the County of Kings to Frederick Johnson recorded March 24, 1960 at Book 196, Page 70 (Document No. 19526) and being more particularly described therein as an easement granted unto the Grantee, his heirs and assigns and his or their agents, servants and workmen, a free and uninterrupted right-of-way over the lands of the Grantor, in common with the Grantor, its successors and assigns, for persons, animals and vehicles, through , along and over all that certain piece or parcel of land described as follows:

COMMENCING at an iron pin standing in the northeast corner of lands now or formerly of the Grantor, Frederick Johnson, which are lands on which the Horton District High School is built;

THENCE in a westerly direction along the north side line of the said lands of the Grantor a distance of approximately 575.00 feet to the intersection of the west side line of a wood road presently used by the Grantee and running in a northeasterly direction from the lands of the Grantor and the north side line of the lands of the Grantor;

THENCE in a southerly direction a distance of 50 feet;

THENCE in an easterly direction and in a line parallel to the south side line of lands of the Grantor herein a distance of 575 feet to other lands of the Grantee;

THENCE in a northerly direction along other lands of the Grantee a distance of 50 feet to the place of BEGINNING.

And the Grantee for himself and his heirs and assigns, covenants with the Grantor, its successors and assigns, that the Grantee will at his own expense keep the said right-of-way in proper repair and condition.

The Subdivision is validated by Section 291 of the *Municipal Government Act*.

PID: 55434328

Parcel Description

Municipality/County: Village of Greenwich, County of Kings

Designation of Parcel on Plan: Lot A.V.C. -1

Title of Plan: Plan of Subdivision showing Lot A.V.C. -1

Registration County: Kings County

Registration Number of Plan: P-11701

Registration Date of Plan: 2000/10/12

SUBJECT TO AN EASEMENT / RIGHT-OF-WAY 50 feet in width across the north boundary of the subject property granted by the Municipality of the County of Kings to Frederick Johnson

recorded March 24, 1960 at Book 196, Page 70 (Document No. 19526) and being more particularly described therein as an easement granted unto the Grantee, his heirs and assigns and his or their agents, servants and workmen, a free and uninterrupted right-of-way over the lands of the Grantor, in common with the Grantor, its successors and assigns, for persons, animals and vehicles, through , along and over all that certain piece or parcel of land described as follows:

COMMENCING at an iron pin standing in the northeast corner of lands now or formerly of the Grantor, Frederick Johnson, which are lands on which the Horton District High School is built;

THENCE in a westerly direction along the north side line of the said lands of the Grantor a distance of approximately 575.00 feet to the intersection of the west side line of a wood road presently used by the Grantee and running in a northeasterly direction from the lands of the Grantor and the north side line of the lands of the Grantor;

THENCE in a southerly direction a distance of 50 feet;

THENCE in an easterly direction and in a line parallel to the south side line of lands of the Grantor herein a distance of 575 feet to other lands of the Grantee;

THENCE in a northerly direction along other lands of the Grantee a distance of 50 feet to the place of BEGINNING.

And the Grantee for himself and his heirs and assigns, covenants with the Grantor, its successors and assigns, that the Grantee will at his own expense keep the said right-of-way in proper repair and condition.

An approved Plan of Subdivision has been filed under the Registry Act or registered or recorded under the Act.

PID: 55434336

Parcel Description

ALL that lot of land and premises situate at Greenwich, in the County of Kings and Province of Nova Scotia, shown and delineated as Residual 2 of Existing Lot 1 on a Plan of Subdivision prepared by Shaun R. Stoddart, N.S.L.S., dated October 3, 2000 and filed October 12, 2000 at the Registry of Deeds for Kings County, Nova Scotia as Plan P-11701 (Retracement Plan) said Residual 2 of Existing Lot 1 being more particularly bounded and described as follows:

BEGINNING at a survey marker on the northern boundary of the curb at Highway No. 1 and being the most southwesterly corner of the lot described herein;

THENCE running North 00 degrees 25 minutes 01 seconds West a distance of 693.60 feet to a survey marker placed;

THENCE running South 81 degrees 52 minutes 32 seconds East a distance of 265.66 feet to a survey marker found;

THENCE running South 13 degrees 03 minutes 02 seconds East a distance of 664.41 feet to a survey marker found on the northern boundary of the curb at Highway No. 1;

THENCE running in a southwesterly direction along the northern boundary of the curb at Highway No. 1 along the arc of a curve having a radius of 952.12 feet and an arc distance of 231.07 feet to a survey marker found also on the northern boundary of the curb at Highway No. 1;

THENCE running North 85 degrees 00 minutes 32 seconds West along the northern boundary of the curb at Highway No. 1 a distance of 122.75 feet to a survey marker found;

THENCE running North 82 degrees 04 minutes 05 seconds West along the northern boundary of the curb at Highway No. 1 a distance of 57.37 feet to the place of BEGINNING.

SUBJECT TO AN EASEMENT / RIGHT-OF-WAY 50 feet in width across the north boundary of the subject property granted by the Municipality of the County of Kings to Frederick Johnson recorded March 24, 1960 at Book 196, Page 70 (Document No. 19526) and being more particularly described therein as an easement granted unto the Grantee, his heirs and assigns and his or their agents, servants and workmen, a free and uninterrupted right-of-way over the lands of the Grantor, in common with the Grantor, its successors and assigns, for persons, animals and vehicles, through , along and over all that certain piece or parcel of land described as follows:

COMMENCING at an iron pin standing in the northeast corner of lands now or formerly of the Grantor, Frederick Johnson, which are lands on which the Horton District High School is built;

THENCE in a westerly direction along the north side line of the said lands of the Grantor a distance of approximately 575.00 feet to the intersection of the west side line of a wood road presently used by the Grantee and running in a northeasterly direction from the lands of the Grantor and the north side line of the lands of the Grantor;

THENCE in a southerly direction a distance of 50 feet;

THENCE in an easterly direction and in a line parallel to the south side line of lands of the Grantor herein a distance of 575 feet to other lands of the Grantee;

THENCE in a northerly direction along other lands of the Grantee a distance of 50 feet to the place of BEGINNING.

And the Grantee for himself and his heirs and assigns, covenants with the Grantor, its successors and assigns, that the Grantee will at his own expense keep the said right-of-way in proper repair and condition.

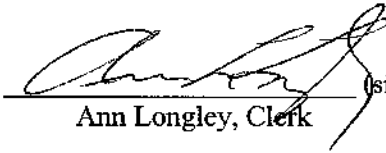
The Subdivision is validated by Section 291 of the *Municipal Government Act*.

AFFIDAVIT OF CLERK, MUNICIPALITY OF THE COUNTY OF KINGS

I, Ann Longley of Kentville, Kings County, Nova Scotia make oath and swear that:

- 1. I am the Clerk of the Municipality of the County of Kings (the "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
- 2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1988, c.18, as amended.
- 3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the *Municipal Government Act*, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
- 4. The Municipality is resident in Canada for the purposes of the *Income Tax Act* (Canada).

SWORN TO at Kentville, in Kings County,)
Nova Scotia, on May 4th (date),)
before me: 2007.)

 (signature)
Ann Longley, Clerk

Heather Jo Lightfoot (signature))

HEATHER J. LIGHTFOOT (name))
A COMMISSIONER OF THE SUPREME)
COURT OF NOVA SCOTIA)

I CERTIFY that on this date Ann Longley personally came before me and swore under oath the foregoing Affidavit.

Heather J. Lightfoot (signature)

HEATHER J. LIGHTFOOT (name)
A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

HEATHER-JO LIGHTFOOT
A Commissioner of the Supreme
Court of Nova Scotia

CORPORATE AFFIDAVIT OF STATUS

I, William Young (legal name), of 202 Lyndia St. Kentville (civic address), make oath and swear that:

1. I am the President (officer) of M.R.I. Developments Inc. (corporation name) (herein the "Corporation") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Corporation is a body corporate pursuant to the Companies Act, (statute, e.g. Companies Act, R.S.N.S. 1989, c.81).
3. The Corporation is resident in Canada for the purposes of the *Income Tax Act* (Canada).
4. I acknowledge that the Corporation executed the attached Instrument by its proper officer duly authorized in that regard under seal on the date of this Affidavit, and this acknowledgement is made pursuant to subsection 31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c. 6, as amended, for the purpose of registering or recording the Instrument.
5. For the purposes of this Affidavit, "spouse" means an individual who:
 - (a) is married to another individual;
 - (b) is married to another individual by a marriage that is voidable and has not been annulled by a declaration of nullity;
 - (c) has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the year preceding the effective date of the attached Instrument; or
 - (d) is party to a registered domestic-partner declaration made in accordance with section 53 of the *Vital Statistics Act*, R.S.N.S. 1989, c.494, as amended, but does not include an individual who becomes a former domestic partner pursuant to subsection 55(1) of the *Act*.
6. The property described in the attached Instrument is not occupied, and has never been occupied or entitled to be occupied, as a residence by an owner of a share or an interest in a share of the Corporation or that owner's spouse.
7. The owner of a share or an interest in a share of the Corporation or that owner's spouse is not entitled, and has never been entitled, to occupy the property described in the attached Instrument as a residence.

SWORN TO at Kentville NS (town),)
 in King County, Nova Scotia on)
May 7th, 2007 (date), before me:)
Heather J. Lightfoot (signature))
HEATHER J. LIGHTFOOT (name))
 A COMMISSIONER OF THE SUPREME)
 COURT OF NOVA SCOTIA)

William Young (signature) (signature)
W. Young (name) (name)

I CERTIFY that on this date William Young (name) personally came before me and swore under oath the foregoing Affidavit.
Heather J. Lightfoot (signature) (signature)
HEATHER J. LIGHTFOOT (name) (name)
 A COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

HEATHER-JO LIGHTFOOT
 A Commissioner of the Supreme Court of Nova Scotia