

Form 44

Request to the Registrar of Deeds to Register a Document

Registration district: HANTS

Submitter's name: 435 Harold G. S. Adams, Q.C.

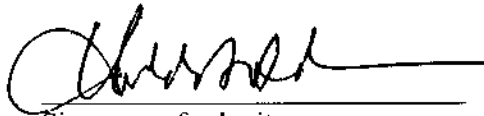
PID#'s 45053063 & 45003811

Take notice that the attached document relates to a parcel that is not registered under the Land Registration Act, and the document may be accepted for registration under the Registry Act because it is (select one only)

- not a transfer for valuable consideration
- not a mortgage or security interest as defined in the Land Registration Administration Regulations.
- a transfer of a parcel between persons married to one another
- a transfer of a parcel between persons formerly married to one another, if the transfer is for the purpose of division of matrimonial assets.
- transfer of a parcel between persons who are parties to a registered domestic partnership agreement.
- a transfer of a parcel acquired by Her Majesty in right of the Province or a municipality for the purpose of road widening, alignment or movement.
- a deed to a predecessor in title being registered in order to feed the estoppel or clarify title.
- a transfer of an unregistered piece of land that is being created as a parcel under the subdivision provisions of Part IX of the Municipal Government Act solely for purposes of consolidation with an abutting unregistered parcel.
- a transfer of a parcel from the Nova Scotia Farm Loan Board to a borrower under the Agriculture and Rural Credit Act.
- any other instrument not mentioned above that is not required to be registered or recorded under the Land Registration Act

I hereby request that this document be registered under the Registry Act.

Dated at Windsor, in the County of Hants, Province of Nova Scotia, April 8, 2008.



Signature of submitter

Name: Harold G. S. Adams, Q.C./Adams & Company  
 Address: 189 Gerrish St, PO Box 2379 Windsor, NS  
 B0N 2T0  
 Phone: 902-798-8384  
 E-mail: adamsco@ns.sympatico.ca  
 Fax: 902-798-0432

HANTS COUNTY LAND REGISTRATION OFFICE			
I certify that this document was registered as shown here.			
Tina Landzaat, Registrar			
90368441		LR (ROD)	
Document #			
APR	8	2008	14:52
MM	DD	YYYY	Time

**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made this *2nd* day of *April*, 2008.

**BETWEEN:**

**THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS**, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

**BRISON DEVELOPMENTS LIMITED**, a body corporate, with head office at Windsor, in the County of Hants and Province of Nova Scotia,

(Hereinafter referred to as the "Developer")

OF THE SECOND PART

- and -

**PHILIP I. BURGESS and PATRICIA BURGESS**, of Windsor, in the County of Hants and Province of Nova Scotia,

(Hereinafter referred to as the "Owners")

OF THE THIRD PART

**WHEREAS** the Developer owns certain land located at Underwood Road, Garlands Crossing (PID 45210200) and the Owners own certain land located at Underwood Road, Garlands Crossing (PIDs 45053063 and 45003811), hereinafter referred to as the "Property", which lands are more particularly described in Schedule "A" attached hereto;

**AND WHEREAS** the Developer has requested that the Municipality enter into a development agreement to allow a mini home park on the Property (the "Development"), pursuant to Policy 7.11.2 of the *Area One Municipal Planning Strategy*;

**AND WHEREAS** the Council of the Municipality of the District of West Hants approved this request at a meeting held on December 11, 2007;

**AND WHEREAS** the following Schedules shall be attached to this agreement and form a part of this agreement:

- (i) Schedule B – Land Use Plan;
- (ii) Schedule C – Phasing Plan;
- (iii) Schedule D – Mini home Site Plan;

Handwritten signatures of the Municipality, Brison Developments Limited, and Philip I. Burgess and Patricia Burgess.

- (iv) Schedule E – Architectural Design Sketch;
- (v) Schedule F – Water Servicing Plan;
- (vi) Schedule G – Sewer Servicing Plan;
- (vii) Schedule H – Storm Water Plan; and
- (viii) Schedule I – Park, Trails and Buffers Plan.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

**1.0 DEFINITIONS**

- 1.1 “Accessory building” means a subordinate building or structure on the same lot as the main building, devoted exclusively to an accessory use, but does not include a building attached in any way to the main building, a building located completely underground or a motor vehicle, truck body, transport trailer or any part thereof.
- 1.2 “Emergency Access” means a street which is built to the construction standards for private roads of the Subdivision By-law, maintained by the developer to the satisfaction of the Municipality and is gated to prevent the movement of traffic except for emergency vehicles as part of an emergency response.
- 1.3 “Manufactured Home” means a dwelling unit manufactured in a factory and designed for transportation after fabrication, whether on its own wheels or a trailer, which arrives at the site where it is to be occupied as a dwelling complete and ready for occupancy (except for minor unpacking and assembling operations to place the building on an acceptable foundation), and having a width of not more than 6 m (20 ft), but does not include a travel trailer or recreational vehicle. Manufactured home includes a mobile home and a mini home, but does not include a modular or sectional home transported in two or more sections and assembled on site.
- 1.4 “Mini Home” means a manufactured home incorporating a pitched roof.
- 1.5 “Mini Home Park” means a lot on which spaces are provided for more than one mini home and includes any accessory service and recreation buildings, but does not include a campground.
- 1.6 “Modular Home” means a dwelling unit manufactured in a factory which is transported in two or more sections and assembled on site.
- 1.7 “Municipal Engineer” means the engineer of the Municipality of the District of West Hants and includes a person acting under the supervision and direction of the engineer.
- 1.8 “Temporary Access” means a street built to the construction standards for private roads of the Subdivision By-law and maintained by the developer to the satisfaction of the Municipality which is used for no more than 18 months while a permanent street is completed to the specifications of the Manual and the requirements of this Agreement.

**2.0 GENERAL REQUIREMENTS AND ADMINISTRATION**

- 2.1 The Developer agrees that the property shall be subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 2.2 Except as otherwise provided for herein, the development and use of the Property shall comply with the requirements of the Area One Land Use By-law (hereinafter referred to as the “Land Use By-law”), as may be amended from time to time.

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- 2.3 The subdivision of the Property shall comply with the requirements of the West Hants Subdivision By-law (hereinafter referred to as the "Subdivision By-law"), as may be amended from time to time.
- 2.4 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 Property (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with such laws, by-laws and regulation in connection with the development and use of the Property.
- 2.5 Where provisions of the Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 2.6 The provisions of the 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.

**3.0 USE OF LAND AND BUILDINGS**

- 3.1 The Developer shall develop and use the Property in reasonable conformance with the General Site Plan Attached to this Agreement as Schedule B. The location of streets, structures and other features shown on Schedule B shall be varied only as specifically provided for in this Agreement.
- 3.2 The uses permitted on the Property shall be limited to:
  - (i) a mini home park containing not more than 220 mini homes or modular homes;
  - (ii) an office for the management and administration of the mini home park;
  - (iii) parks and playgrounds;
  - (iv) a property maintenance shed subject to Part 6.3;
  - (v) residential development on the remainder of the property in accordance with the development standards for the underlying zone as established in the Land Use By-law;
  - (vi) home occupations in accordance with the Land Use By-law, and
  - (vii) accessory building(s) in accordance with the Land Use By-law.
- 3.3 Development and building permits shall be required for each dwelling unit and will not be issued until all other requirements of this agreement are met.
- 3.4 No portion of the mini home park shall be located within the Town of Windsor.
- 3.5 No subdivision of the mini home sites shall be permitted.

**4.0 PHASING**

- 4.1 The construction of the mini home park shall occur in four phases as shown on Schedule C.
- 4.2 Prior to any development permits being issued for the first phase of development, the Developer shall design, construct and turn over to the Municipality the portion of Underwood Road from the end of the existing public street in accordance with the requirements of the Municipal Services Specifications Manual. As an alternative to

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complete construction and completion of the street, the Developer may enter into a written agreement with the Municipality in accordance with the Servicing Agreement, Performance Surety and Acceptance requirements of the Subdivision By-law.

4.3 Streets and services for each phase of the development shall be turned over to the Municipality before any development permits for that phase will be issued. As an alternative to complete construction and completion of the streets and services, the Developer may enter into a written agreement with the Municipality in accordance with the Servicing Agreement, Performance Surety and Acceptance requirements of the Subdivision By-law.

4.4 (i) No development shall be permitted beyond 100 dwelling units until a traffic impact study of the full scope of the development is approved by the Municipality, the Department of Transportation and Public Works and if applicable, the Town of Windsor, and a plan and timeline for completion of any infrastructure improvements recommended by this study has been approved by the Municipality, the Department of Transportation and Public Works and if applicable, the Town of Windsor.

(ii) Subject to Part 4.4 (i), and the approval of the Municipality, the Department of Transportation and Public Works and if applicable, the Town of Windsor, the developer may:

(a) build an additional 25 dwelling units provided an emergency access to a street other than Underwood Road is built which is approved by the Municipality, the Department of Transportation and Public Works and, if applicable, the Town of Windsor; or

(b) build an additional 50 dwelling units provided a temporary second access to a street other than Underwood Road is built which is approved by the Municipality, the Department of Transportation and Public Works and, if applicable, the Town of Windsor.

(iii) To proceed beyond 150 dwelling units, a second public street in a location approved by the Municipality, the Department of Transportation and Public Works and if applicable, the Town of Windsor, shall be designed, constructed and turned over to the Municipality, or the Town of Windsor, if applicable, to provide access to the development from a street other than Underwood Road.

**5.0 MINI HOME SITE LAYOUT**

5.1 The layout for each mini home site shall be reasonably consistent with the mini home site layout plan attached as Schedule D to this agreement.

5.2 Each mini home site shall conform with the following site requirements:

Minimum Site Area	6,000 sq. ft.
Minimum Site Frontage	50 ft. (15.24 m)
Minimum Front/Flankage Yard	15 ft. (4.57 m)
Minimum Rear Yard	15 ft. (4.57 m)
Minimum Side Yard	6 ft. (1.83 m) on one side; 4 ft. (1.22 m) on the other side
Maximum Height of Main Building	1 storey
Maximum Height of Accessory Building	15 ft. (4.57 m)

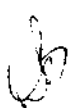
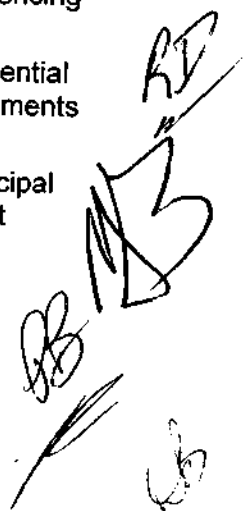
- 5.3 The Development Officer, in consultation with the Municipal Engineer, may vary the minimum site area specified in Part 5.2 down to 5,000 square feet where site conditions and street layout warrant.
- 5.4 The location of accessory structures shall be in accordance with the provisions of the Land Use By-law.

**6.0 BUILDING DESIGN AND APPEARANCE**

- 6.1 The exterior design of the mini homes and modular homes shall be reasonably consistent with the architectural design sketches attached as Schedule E to this agreement. Building colour shall not be regulated. Cladding material used on accessory buildings shall match the cladding used on main buildings. The Development Officer may approve the addition of porches, verandahs or decks, changes in the number and style of windows or doors, or other minor changes, provided the overall building design shows the following basic architectural elements:
  - (i) gable roof;
  - (ii) horizontally aligned cladding;
  - (iii) shutters; and
  - (iv) corner boards and window and door trim.
- 6.2 All mini homes shall be skirted within 30 days of occupancy with pre-finished aluminium or vinyl of a single colour to match the cladding of the mini home.
- 6.3 The property maintenance shed shall be no larger than 24 feet (7.31 m) by 30 feet (9.14 m), with a maximum height of 15 ft (4.57 m). The shed shall conform to the setback requirements for accessory buildings in the Land Use By-law.
- 6.4 Nothing in this Agreement shall prevent the enlargement, reconstruction, repair or renovation of any building on the Property provided all requirements of this agreement can be met.

**7.0 STREETS AND SERVICES**

- 7.1 The layout of streets within the development shall be as generally shown on Schedule B. The Development Officer, in consultation with the Municipal Engineer, may give consideration to minor incidental changes to the street layout.
- 7.2 All streets and municipal services within the development shall be designed and constructed in accordance with the requirements of the Municipal Services Specifications Manual for municipal public streets. Detailed design plans of the street networks, water and sewer servicing and storm water systems shall be approved by the Municipal Engineer for each phase of the development prior to construction commencing for that phase.
- 7.3 The development of new streets not shown on Schedule B for the purpose of residential development, as specified in Section 3.2(iii), shall be permitted provided all requirements of the Subdivision By-law are met.
- 7.4 The Developer shall convey easements to the Municipality for any part of the municipal water and sewer lines servicing the property that are not contained within the street right-of-way prior to any development permits being issued for that phase of the development.



**8.0 STORM DRAINAGE**

- 8.1 The Developer shall provide drainage easements to the Municipality in accordance with the Acceptance requirements of the Subdivision By-law.
- 8.2 The Developer shall provide written consent from any affected landowners to allow for the discharge of storm water to the brook as shown in Schedule H prior to commencing construction.
- 8.3 The developer shall provide to the Municipality a copy of all approvals from the Department of Environment and Labour, and conditions thereto, respecting storm drainage into the watercourse as shown on Schedule H prior to commencing construction.

**9.0 LANDSCAPING**

- 9.1 The Developer shall provide a continuous planting strip for the purpose of screening the view of the mini home park from Avonview High School and adjoining properties as shown in Schedule I which shall consist of:
  - (i) a continuous row of trees with a minimum height of 5 feet (1.52 m);
  - (ii) a continuous hedge of evergreens or shrubs; or
  - (iii) a combination of (i) and (ii).

**10.0 SEDIMENTATION CONTROL**

- 10.1 During any construction, all exposed soil shall be stabilized immediately so as to effectively control erosion of the soil.
- 10.2 The Developer shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a professional engineer, unless otherwise directed by the Department of Environment and Labour and also agrees to assume sole responsibility for compliance with all environmental regulations of the Department of Environment and Labour

**11.0 PARKING**

- 11.1 A minimum of one parking space shall be provided per dwelling unit, with each space having minimum dimensions of 10 feet by 20 feet.

**12.0 PARKLAND**

- 12.1 No less than 15 percent of the total land area of the property shall be reserved for recreational space as shown in Schedule I.
- 12.2 The parkland shown in Schedule I shall be owned and maintained by the developer.
- 12.3 At the time of 75 percent build-out of each phase of the mini home park, the pathways shown on Schedule I shall be located in reasonable conformance with Schedule I and shall be surfaced with either crusher dust or mulch with a width of no less than four feet. The Development Officer, in consultation with the Municipal Engineer, may give consideration to minor incidental changes to the layout of the pathways where site conditions necessitate.
- 12.4 A buffer zone of 30 feet (9.1 metres) shall be maintained on either side of the watercourse. Within this buffer zone, there shall be no removal of trees or alteration of land levels except the removal of dead or diseased trees shall be permitted.

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12.5 The parkland requirements of the Subdivision By-law shall apply to land identified as Future Development on Schedule B at the time of subdivision.

**13.0 LIGHTING**

13.1 Lighting fixtures designed to provide exterior illumination shall be shielded and installed with the light deflected downward and away from streets and abutting properties.

**14.0 AMENDMENTS**

14.1 The provisions of this Agreement relating to the following matters are not deemed to be substantial and may be amended by resolution of Council:

- (i) changes to the exterior design of the mini homes and modular homes other than the minor changes permitted under Section 6.1.

14.2 Amendments to any matters not identified under Clause 14.1 shall be deemed to be substantial and may only be amended in accordance with the provisions of Section 230 of the *Municipal Government Act*.

**15.0 MAINTENANCE**

15.1 The Developer shall keep the Property and buildings and any portion thereof clean and in good repair. Any fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.

**16.0 COMMENCEMENT OF CONSTRUCTION**

16.1 Development as provided in Section 3.0 of this agreement shall commence not later than twenty-four (24) months from the date of approval by Council of this agreement. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality in accordance with Section 229 of the *Municipal Government Act*. Upon the written request of the Developer, the Municipality may grant an extension to the date of commencement of the development.

16.2 If the Developer is bona fide delayed from commencing the development for reasons which are beyond the Developer's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Developer is excused for the period of the delay. The Developer shall be entitled to perform its obligations within the appropriate time period after the expiration of the period of such delay.

**17.0 ADMINISTRATION AND ENFORCEMENT**

17.1 This Agreement shall be administered by the Development Officer for the Municipality.

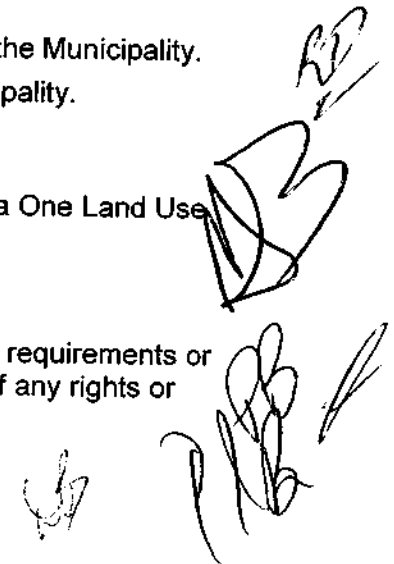
17.2 Enforcement of this Agreement shall be the responsibility of the Municipality.

**18.0 LAND USE BY-LAW**

18.1 All references in this agreement to the Land Use By-law are to the Area One Land Use By-law, or its successors.

**19.0 ONUS FOR COMPLIANCE ON DEVELOPER**

19.1 Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or





remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

**20.0 REGISTRATION OF AGREEMENT**

20.1 The Development Agreement shall be recorded as a charge or encumbrance upon the property.

**21.0 COSTS**

21.1 The Developer shall pay all costs associated with the advertising required for this Agreement, the costs of recording and filing this Agreement, as well as all costs associated with any amendment thereof.

**22.0 AGREEMENT AND PERMITS**

22.1 This Agreement shall not be entered into, or signed by both parties, until either the time of Appeal under Section 247 of the Municipal Government Act has expired, or any appeals which have been lodged have been disposed of and the resolution of Council has been affirmed by the Nova Scotia Utilities and Review Board.


22.2 Neither a development permit nor a building permit shall be issued until this Agreement has been executed by both parties and registered at the Registry of Deeds in Windsor, Hants County, Nova Scotia.

**23.0 DEVELOPMENT AGREEMENT BOUND TO LAND**

23.1 This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the Municipal Government Act.

**24.0 BREACH OF TERMS OR CONDITIONS**

24.1 The Municipality, upon breach of any term or condition of this Agreement, may rely upon the remedies contained in Section 264 of the Municipal Government Act and may, if thirty (30) days notice in writing has been provided to the Developer, enter the land and perform any of the terms contained in the Development Agreement or terminate the Agreement. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

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**THIS AGREEMENT** shall run with the land described in Schedule "A" attached hereto and be binding upon the Developers, Owners, heirs, assigns, mortgages, leasees, successors and occupiers of the property from time to time.

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

**SIGNED, SEALED AND DELIVERED**  
in the presence of:

*Cheryl Chislett*  
Witness

*Cheryl Chislett*  
Witness

*[Signature]*  
Witness

*[Signature]*  
Witness

*[Signature]*  
Witness

**MUNICIPALITY OF THE  
DISTRICT OF WEST HANTS**

Per: *Richard Daughman*  
WARDEN

Per: *[Signature]*  
C.A.O., Clerk-Treasurer

**BRISON DEVELOPMENTS LIMITED**

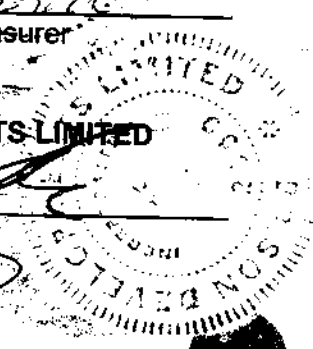
Per: *[Signature]*

**PHILIP I. BURGESS**

Per: *[Signature]*

**PATRICIA BURGESS**

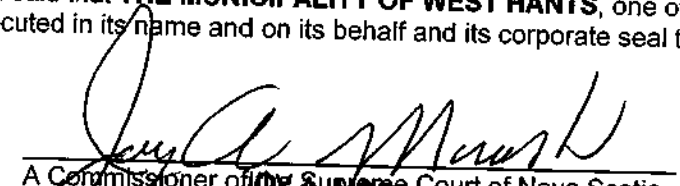
Per: *Patricia Burgess*



PROVINCE OF NOVA SCOTIA )  
COUNTY OF HANTS )

ON THIS 3<sup>rd</sup> day of April  
and appeared Cheryl Chislett  
having been by me duly sworn, made oath and said that **THE MUNICIPALITY OF WEST HANTS**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

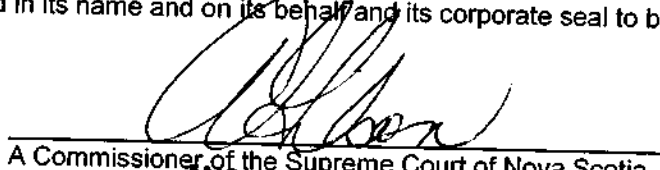
, A.D., 2008, before me, the subscriber, personally came  
, a subscribing witness to the foregoing Indenture, who,  
**THE MUNICIPALITY OF WEST HANTS**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to

  
A Commissioner of the Supreme Court of Nova Scotia  
**JOY A. MORASH**  
A COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA )  
COUNTY OF HANTS )

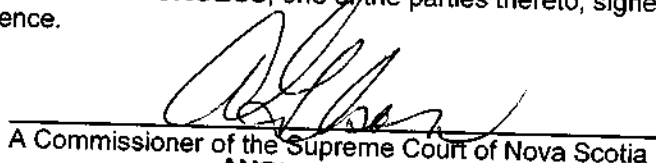
ON THIS 2<sup>nd</sup> day of April  
and appeared GARY L. NELSON  
having been by me duly sworn, made oath and said that **BRISON DEVELOPMENTS LIMITED**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in h presence.

, A.D., 2008, before me, the subscriber, personally came  
, a subscribing witness to the foregoing Indenture, who,  
**BRISON DEVELOPMENTS LIMITED**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be

  
A Commissioner of the Supreme Court of Nova Scotia  
**ANGELA L. GIBSON**  
A Commissioner of the Supreme  
Court of Nova Scotia  
My Commission expires: March 31st, 2013

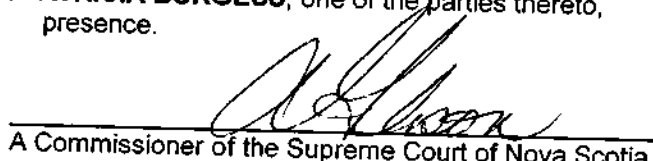
PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS

ON THIS 2<sup>nd</sup> day of April,  
and appeared GARY L. NELSON, a subscribing witness to the foregoing Indenture, who, having  
been by me duly sworn, made oath and said that **PHILIP I. BURGESS**, one of the parties thereto, signed,  
sealed and delivered the same in h presence.

  
A Commissioner of the Supreme Court of Nova Scotia  
**ANGELA L. GIBSON**  
A Commissioner of the Supreme  
Court of Nova Scotia  
My Commission expires: March 31st, 2013

PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS

ON THIS 2<sup>nd</sup> day of April,  
and appeared GARY L. NELSON, a subscribing witness to the foregoing Indenture, who, having  
been by me duly sworn, made oath and said that **PATRICIA BURGESS**, one of the parties thereto,  
signed, sealed and delivered the same in h presence.

  
A Commissioner of the Supreme Court of Nova Scotia  
**ANGELA L. GIBSON**  
A Commissioner of the Supreme  
Court of Nova Scotia  
My Commission expires: March 31st, 2013

**SCHEDULE A**

**PROPERTY DESCRIPTION - PID 45053063**

ALL that lot of land situate, lying and being at or near Garland's Crossing, in the County of Hants and Province of Nova Scotia which may be more particularly bounded and described as follows:

BEGINNING at the point of intersection of the northwesterly boundary of lands now or formerly of William Bowman with the southwesterly boundary of lands of Annie M. Burgess;

THENCE northwesterly along lands of Annie M. Burgess and lands now or formerly of Moira Burgess;

THENCE southwesterly along lands now or formerly of Moira Burgess to the northeasterly boundary of lands now or formerly of the Estate of Irven Burgess;

THENCE northwesterly along lands now or formerly of the Estate of Irven Burgess and lands now or formerly of Anahid Investments Limited to lands of the Nova Scotia Department of Transportation and Public Works, being the high school lands;

THENCE southeasterly along the high school lands to the southeast corner thereof;

THENCE westerly along the high school lands to the northeast corner of lands now or formerly of Dwight Banks;

THENCE southeasterly along lands now or formerly of Dwight Banks to lands now or formerly of Grant Burgess;

THENCE northeasterly along lands now or formerly of Grant Burgess to the northeast corner thereof;

THENCE southeasterly along lands now or formerly of Grant Burgess to the northerly boundary of other lands of Philip Burgess and Patricia Burgess;

THENCE easterly along other lands of Philip Burgess and Patricia Burgess to the northwesterly boundary of lands now or formerly of William Bowman;

THENCE northeasterly along lands now or formerly William Bowman to the place of beginning.  
CONTAINING in area 42 acres, more or less.

TOGETHER WITH a right-of-way for all purposes from King Street, in the Town of Windsor, to the lands herein described which said right-of-way consists of two portions, the first being from King Street, aforesaid, to Lot AB-1, being lands now or formerly of Dwight Banks, which said portion of the right-of-way has been previously described as follows:

Also a right-of-way from the lands hereby conveyed on, to and over the old Halifax Road aforesaid and across lands of the Nova Scotia Railway, now the Dominion Atlantic Railway, and unto to the new post road leading from Windsor to Halifax as it was formerly used by said Thomas McLatchy, and for all purposes whatsoever.

and the second portion being an easement 66 feet in width for access from the former Old Halifax Road along the northerly boundary of Lot AB-1 to the lands herein described.

**PROPERTY DESCRIPTION - PID 45003811**

ALL that lot of land situate, lying and being at or near Garland's Crossing, in the County of Hants and Province of Nova Scotia which may be more particularly bounded and described as follows:

BEGINNING at the point of intersection of the northerly boundary of lands of the Windsor and Hantsport Railway Company (formerly of the Dominion Atlantic Railway) and the easterly margin of lands of the Town of Windsor (formerly the Old Halifax Road) with the southerly boundary of lands now or formerly of Grant Burgess;

THENCE easterly along lands now or formerly of Grant Burgess and other lands of Philip Burgess and Patricia Burgess to the northwesterly boundary of lands now or formerly of William Bowman;

THENCE southwesterly along lands now or formerly of William Bowman and lands now or formerly of Lester Dicks to the northerly boundary of lands of the Windsor and Hantsport Railway Company;

THENCE westerly along lands of the Windsor and Hantsport Railway Company to the place of beginning.

SAID LOT being triangular in shape and CONTAINING in area 10 acres, more or less.

**PROPERTY DESCRIPTION - PID 45210200**

ALL that lot of land situate, lying and being at Garlands Crossing, in the County of Hants and Province of Nova Scotia which may be more particularly bounded and described as follows:

BEGINNING at the point of intersection of the southeasterly boundary of lands now or formerly of Moira Burgess with the northeasterly boundary of a private road being an extension of Underwood Road, so called;

THENCE southwesterly along lands now or formerly of Moira Burgess to the northeasterly boundary of lands of Philip Burgess and Patricia Burgess;

THENCE southeasterly along lands of Philip Burgess and Patricia Burgess and lands now or formerly of William Bowman to the northwesterly boundary of lands of Burgess Farm Supplies Limited;

THENCE northeasterly along lands of Burgess Farm Supplies Limited to the northeasterly boundary of the said private road being an extension of Underwood Road, so called, which is also the southwesterly boundary of lands of Glenn E. Johnson;

THENCE northwesterly along the various lands of Glenn E. Johnson and Vernon Swinamer to the place of beginning.

CONTAINING in area 11.75 acres, more or less.

TOGETHER WITH a right of way for all purposes at all times over and across the private road being Underwood Road extension, between the above described lands and Underwood Road.

AND SUBJECT TO a right of way for all purposes at all times over and across the private road being Underwood Road extension, to the lands of Glenn E. Johnson, lands of Vernon Swinamer and other lands of Annie M. Burgess.

*Handwritten signatures and initials:*  
A large signature that appears to be "P.B." with a checkmark-like flourish.  
Below it, the initials "PB" and "V.S." are written.

PAYZANT DRIVE

# The Crossing - West Hants, N.S.

## Land Use Plan

Scale 1"=120'

Nov 19, 2007

North



Existing Service Extension

LOT AB-1


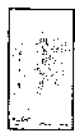

FUTURE DEVELOPMENT

Town of West Hants  
Municipality of the  
County of West Hants

FUTURE DEVELOPMENT

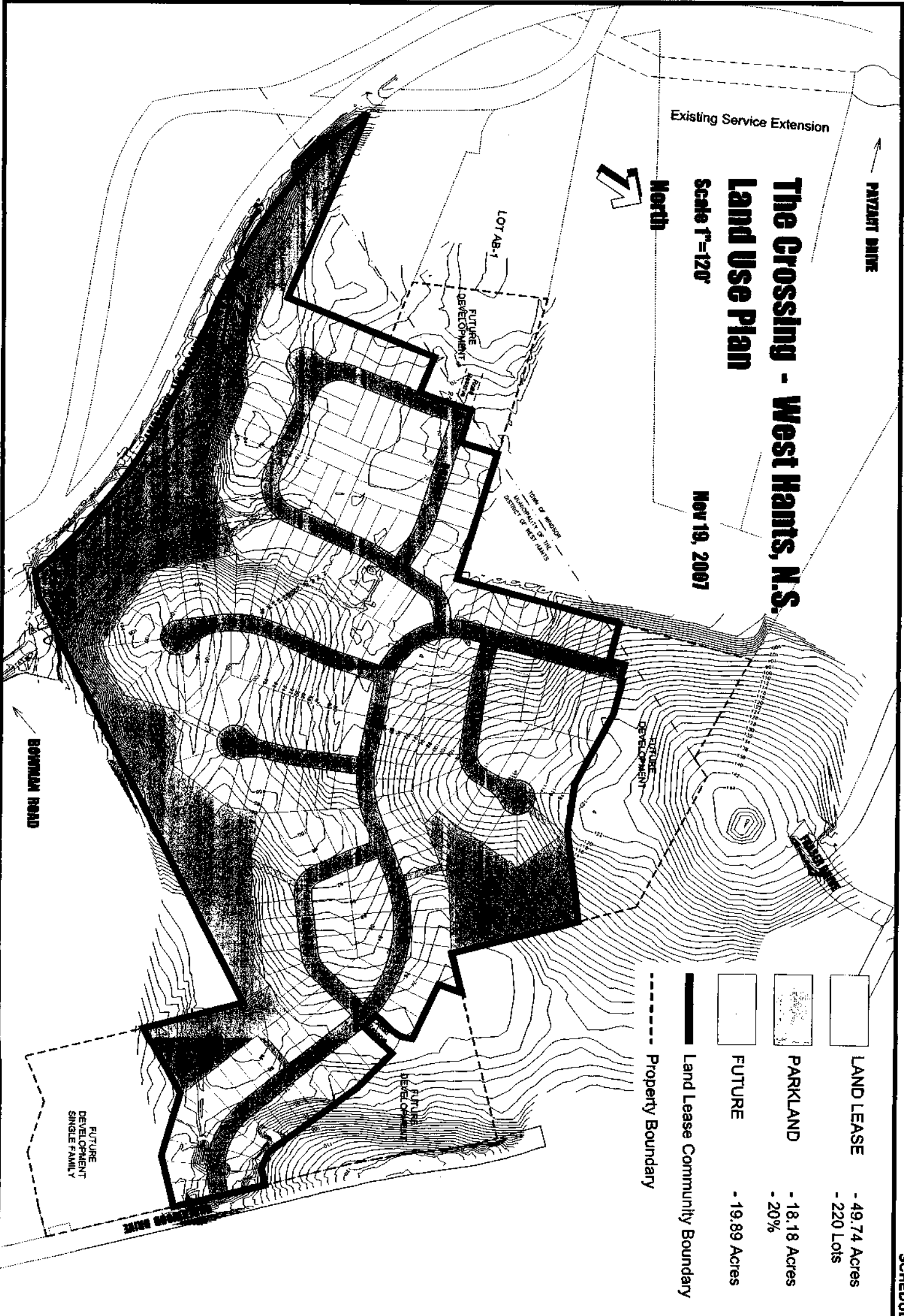
BONHAM ROAD

FUTURE DEVELOPMENT  
SINGLE FAMILY

	LAND LEASE	- 49.74 Acres - 220 Lots
	PARKLAND	- 18.18 Acres - 20%
	FUTURE	- 19.89 Acres

— Land Lease Community Boundary

- - - - - Property Boundary



*[Handwritten signature]*

# The Crossing - West Hants, N.S.





## Phasing Plan

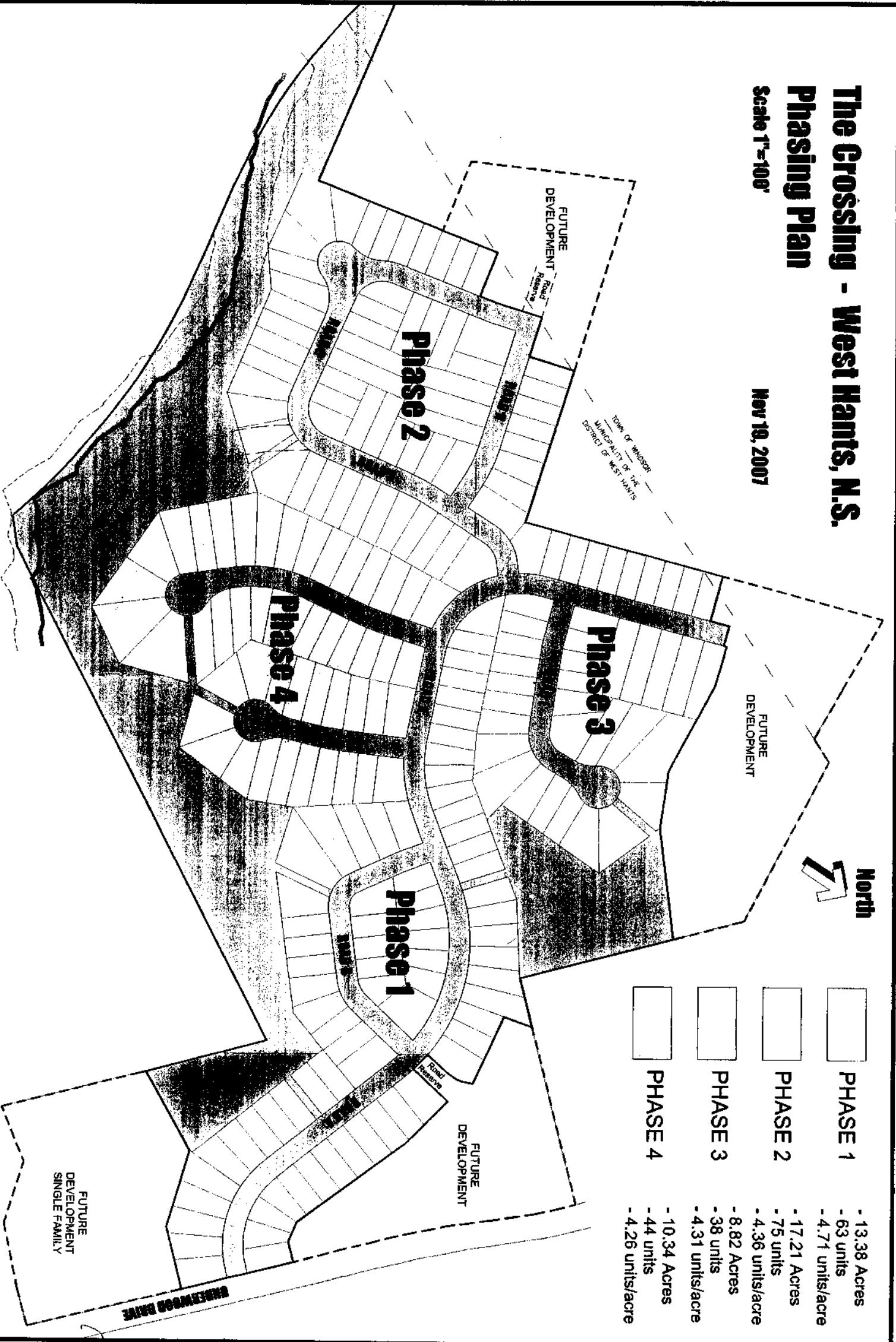
Scale 1"=100'

Nov 19, 2007

North

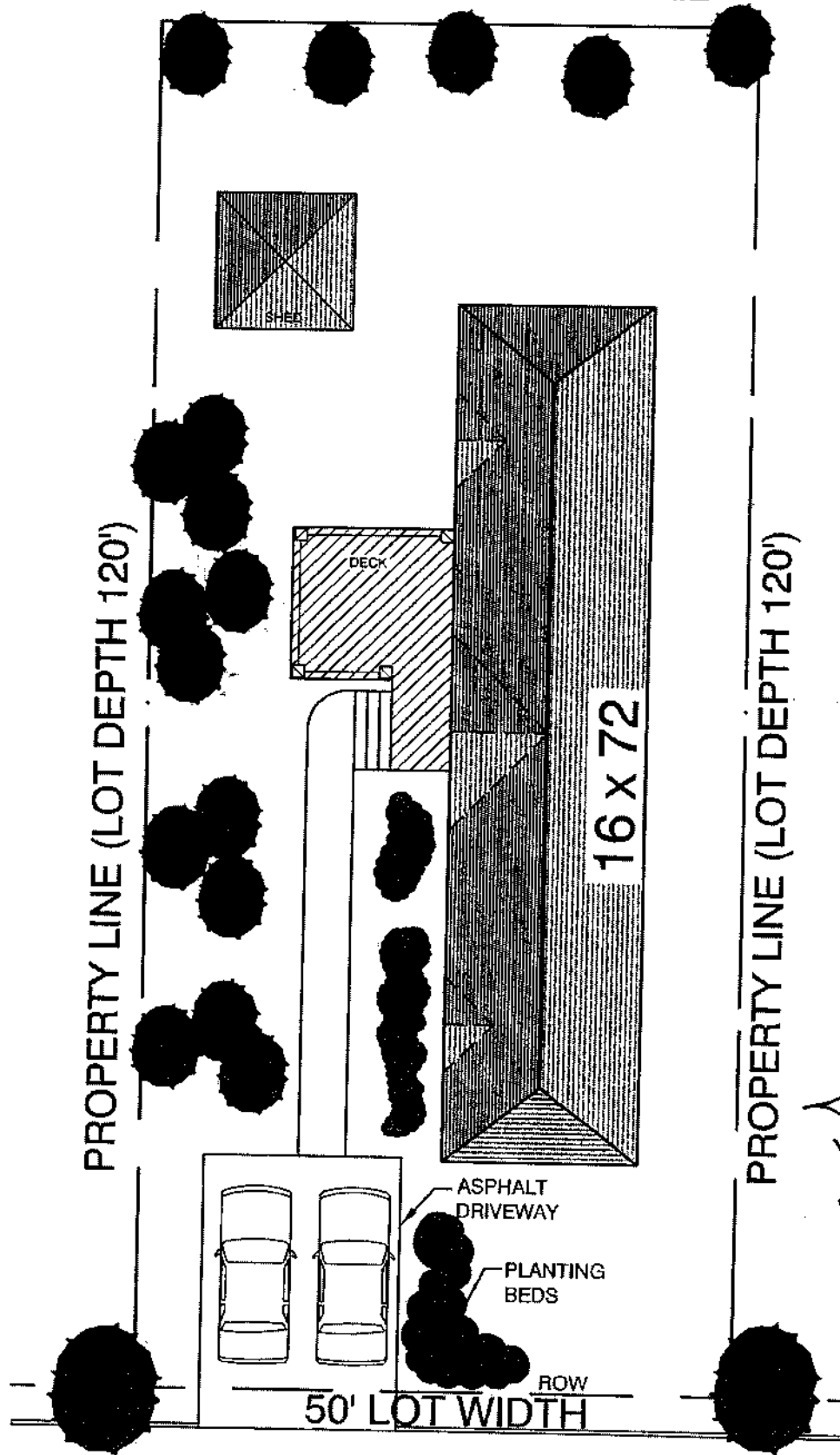


	PHASE 1	- 13.38 Acres - 63 units
	PHASE 2	- 4.71 units/acre - 17.21 Acres - 75 units
	PHASE 3	- 4.36 units/acre - 8.82 Acres - 38 units
	PHASE 4	- 4.31 units/acre - 10.34 Acres - 44 units - 4.26 units/acre



*Handwritten signatures and initials at the bottom of the page.*

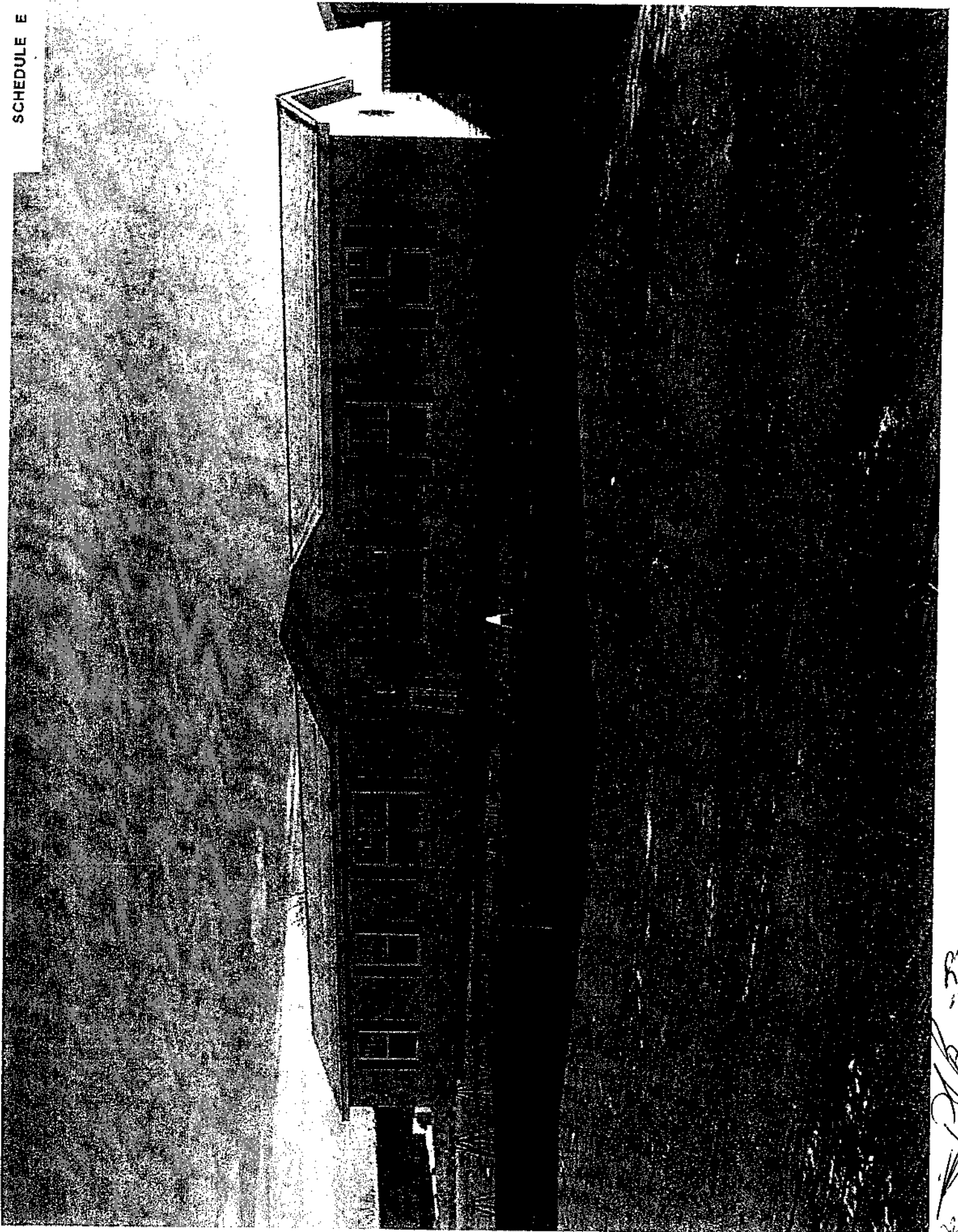
# TYPICAL SITE PLAN DETAIL



*Handwritten notes and signatures:*  
A large handwritten signature or set of initials is written across the right side of the plan.  
Below it, the letters "AB" are written twice in a cursive style.  
At the bottom left of this section, the letters "BS" are written.



SCHEDULE E



RE  
12/30  
PMB  
RD

PAYZANT DRIVE

Existing Service Extension

# The Crossing - West Hants, N.S.

## Water Servicing Plan

Scale 1"=120'

NOV 19, 2007

Town of Hants  
Municipality of the  
County of West Hants

FRASER DRIVE



North

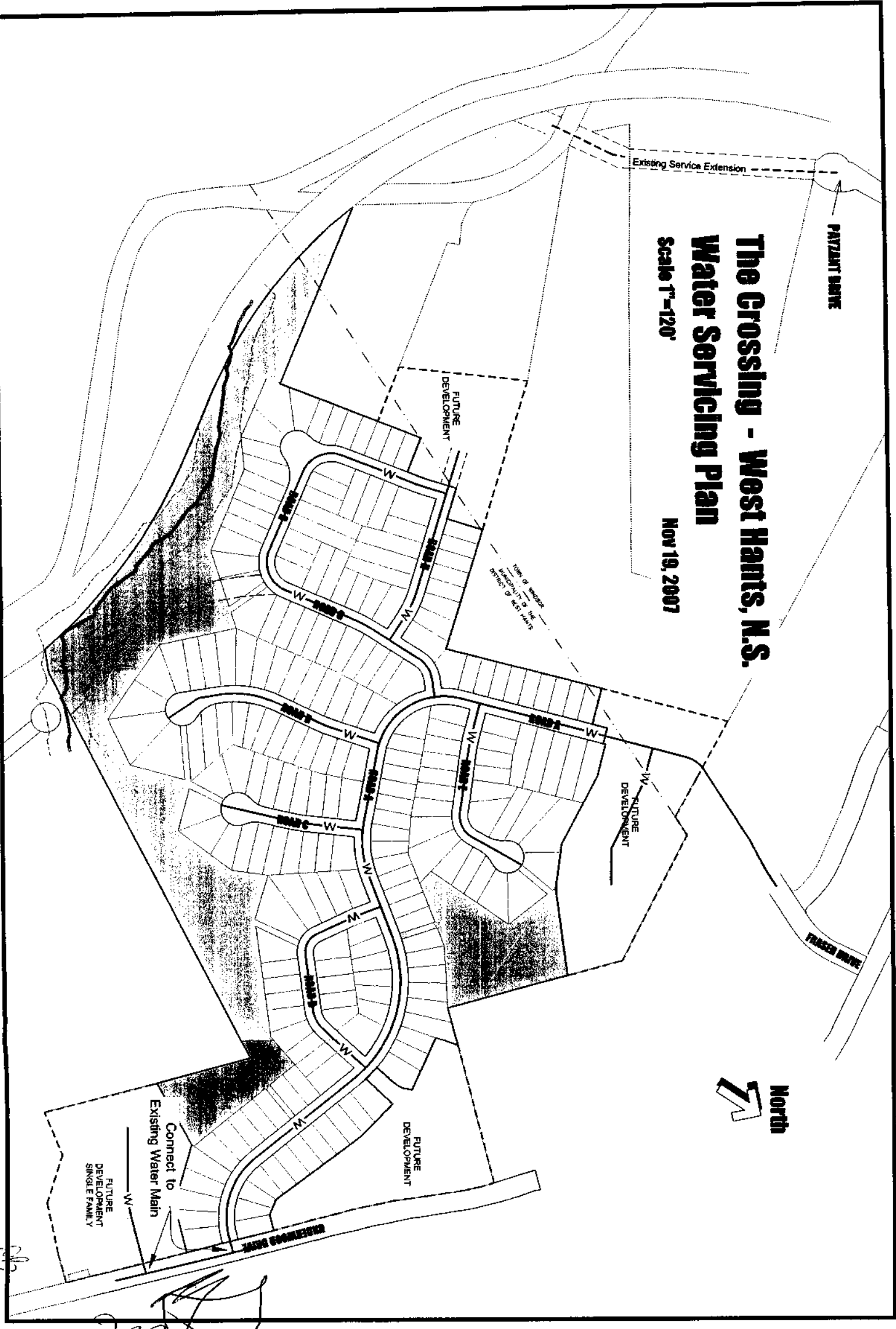
Connect to  
Existing Water Main

FUTURE  
DEVELOPMENT  
SINGLE FAMILY

FUTURE  
DEVELOPMENT

FUTURE  
DEVELOPMENT

FUTURE  
DEVELOPMENT

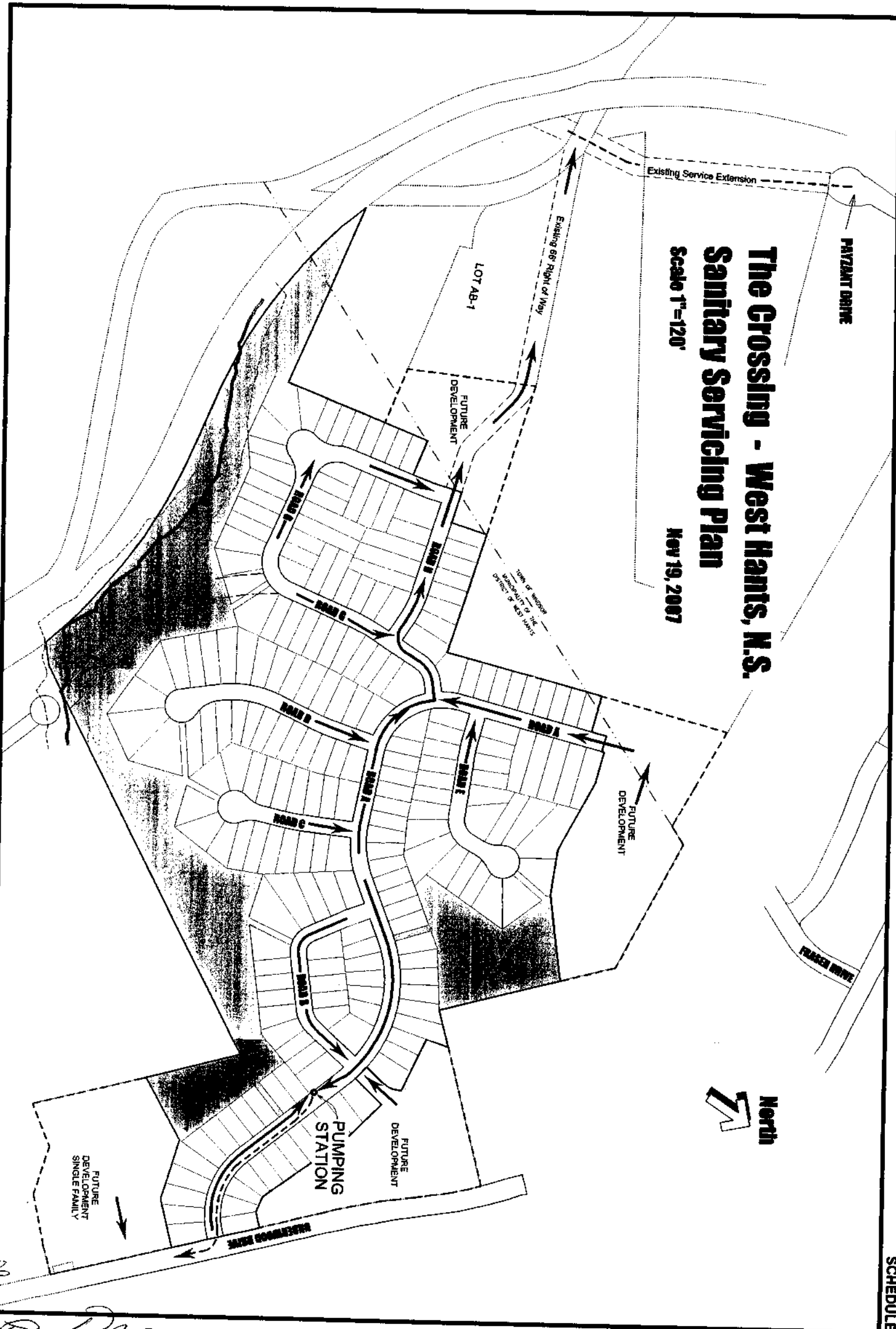


*Handwritten signatures and initials:*  
B.P.B.  
10

# The Crossing - West Hants, N.S. Sanitary Servicing Plan

Scale 1"=120'

Nov 19, 2007



*Handwritten signature and initials:*  
 [Signature] [Initials]

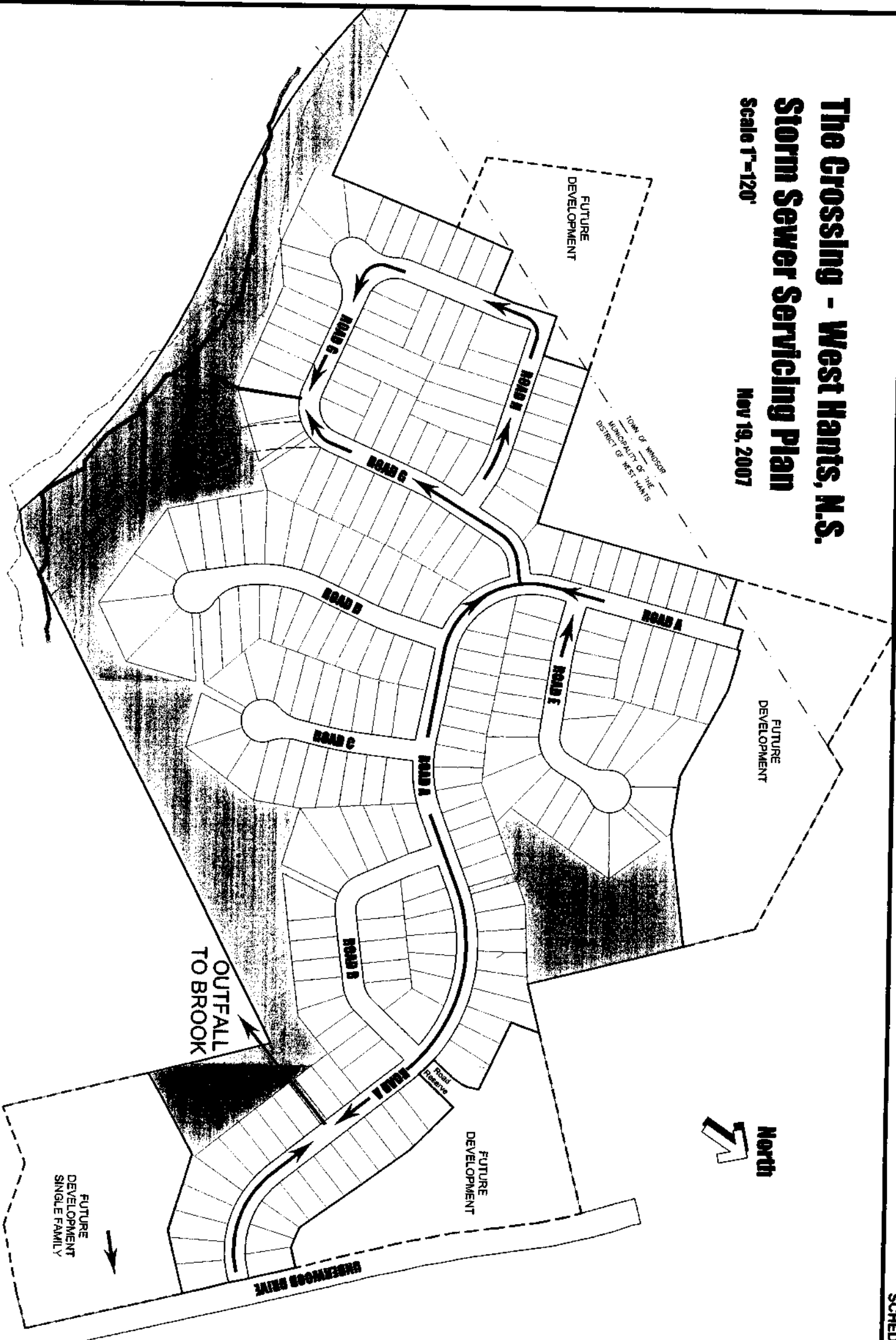
# The Crossing - West Hants, N.S.

## Storm Sewer Servicing Plan

Scale 1"=120'

Nov 19, 2007

TOWN OF WINDSOR  
MUNICIPALITY OF THE  
DISTRICT OF WEST HANTS



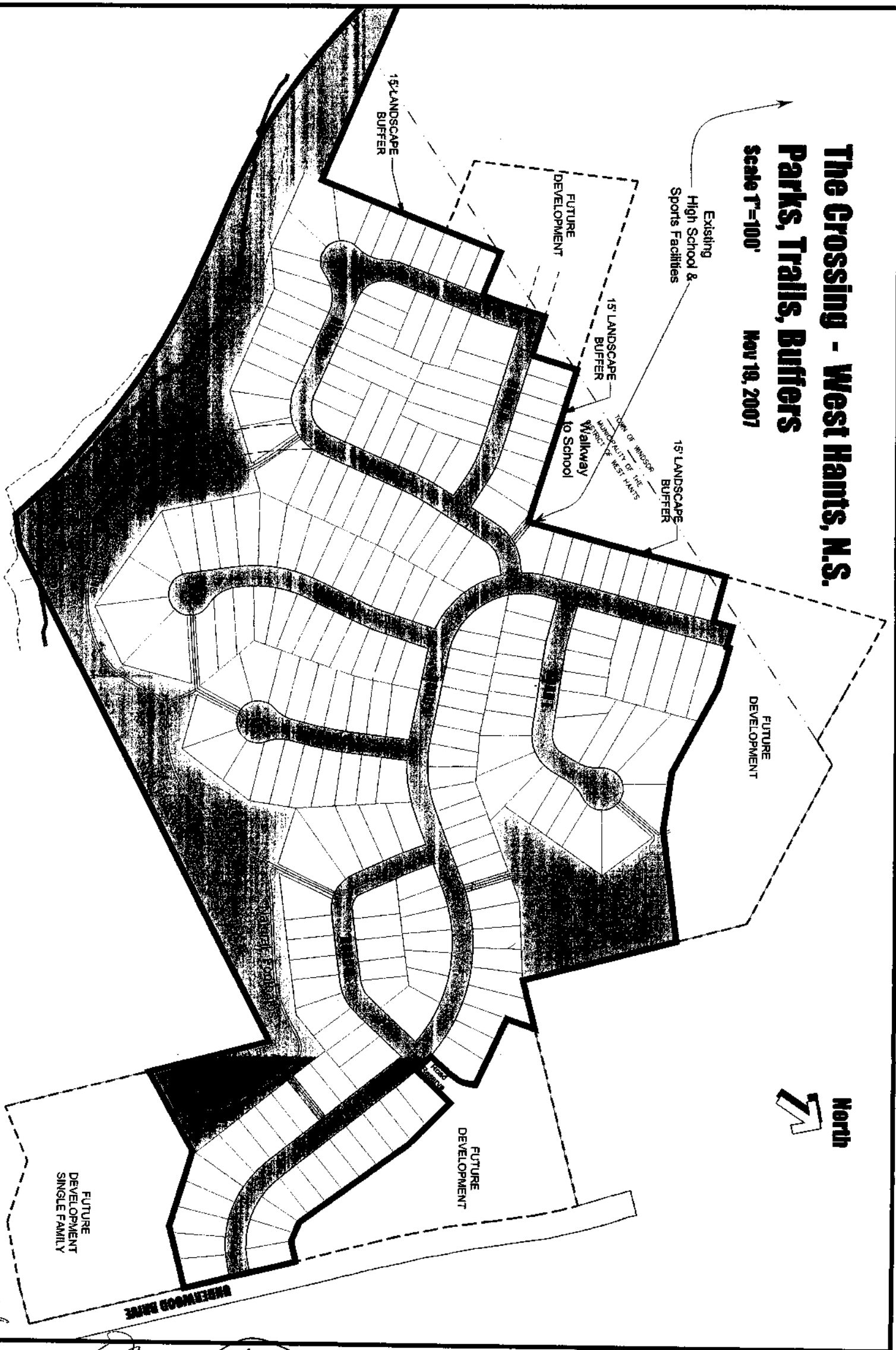
*[Handwritten signatures and initials]*

# The Crossing - West Hants, N.S.

## Parks, Trails, Buffers

Scale 1"=100'

Nov 19, 2007



*[Handwritten signature and date]*  
10