

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

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

(Instrument code: 451)

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

Registration district: Hants
Submitter's user number: 435
Submitter's name: Harold G. S. Adams, Q.C.

In the matter of Parcel Identification Number (PID)

PID 45062148	
PID	

(Expand box for additional PIDs, maximum 9 PIDs per form)

For Office Use

HANTS COUNTY LAND REGISTRATION OFFICE			
I certify that this document was registered as shown here.			
Tina Landzaat, Registrar			
99689185		LR ROD	
Document #		DEC 08 2011	
MM	DD	YYYY	Time LD
			9:52 LD

The following additional forms are being submitted simultaneously with this form and relate to the attached document (check appropriate boxes, if applicable):

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

Additional information *(check appropriate boxes, if applicable)*:

- This Form 24 creates or is part of a subdivision or consolidation.
- This Form 24 is a municipal or provincial street or road transfer.
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.

Power of attorney *(Note: completion of this section is mandatory)*

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

OR

- No power of attorney applies to this document

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

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

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	
Mailing address of interest holder to be added (if applicable)	
Manner of tenure to be removed (if applicable)	
Manner of tenure to be added (if applicable)	
Description of mixture of tenants in common and joint tenancy (if applicable)	
Access type to be removed (if applicable)	
Access type to be added (if applicable)	
Percentage or share of interest held (for use with tenant in common interests)	
Non-resident (to qualified solicitor's information and belief) (Yes/No?)	
Reference to related instrument in parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law and no document is attached) Instrument code: 443	

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

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

Instrument type	
Interest holder name and type to be added	
Interest holder mailing address	
Judgment Roll reference	

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

(Note: An amending PDCA is required if the changes being made to the benefit section are not currently reflected in the description in the parcel register).

Instrument type	
Interest holder and type to be removed (if applicable)	
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added (if applicable)	
Servient tenement parcel(s) (list all affected PIDs):	
Reference to related instrument in names-based roll/parcel register (if applicable)	
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	

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

(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Agreement re Use of Land
Interest holder and type to be removed (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 District of West Hants - Party to Agreement (Burden)
Mailing address of interest holder to be added (if applicable)	PO Box 3000, Windsor, NS B0N 2T0
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A
Reason for removal of interest (for use only)	N/A

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

Instrument type	
Interest holder and type to be removed (<i>if applicable</i>)	
Interest holder and type to be added (<i>if applicable</i>) <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	
Mailing address of interest holder to be added (<i>if applicable</i>)	
Reference to related instrument in names-based roll/parcel register (<i>if applicable</i>)	
Reason for removal of interest (<i>for use only when interest is being removed by operation of law</i>) Instrument code: 443	

The textual qualifications are to be changed as follows:

Textual qualification on title to be removed (<i>insert any existing textual description being changed, added to or altered in any way</i>)	
Textual qualification on title to be added (<i>insert replacement textual qualification</i>)	
Reason for change to textual qualification (<i>for use only when no document is attached</i>) Instrument code: 838	

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

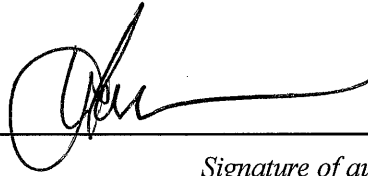
Name and mailing address of occupier to be removed	
Name and mailing address of occupier to be added	

Certificate of Legal Effect:

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

Dated at Windsor, in the County of Hants, Province of Nova Scotia, on

December 6th, 2011.



Signature of authorized lawyer

Name: **Harold G. S. Adams, Q.C.**

Address: **189 Gerrish Street
PO Box 2379
Windsor NS B0N 2T0**

Phone: **1-902-798-8384**

E-mail: **adamsco@ns.sympatico.ca**

Fax: **1-902-798-0432**

- 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.

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 6th day of December 2011.

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 -

DONALD BURRY and **KELLEY BURRY**, of Ashdale, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Owners")

OF THE SECOND PART

WHEREAS the Owners are the registered owners of 1212 Woodville Road, Ashdale (PID 45062148), hereinafter referred to as the "Property", which lands are more particularly described in Schedule 'A' attached hereto;

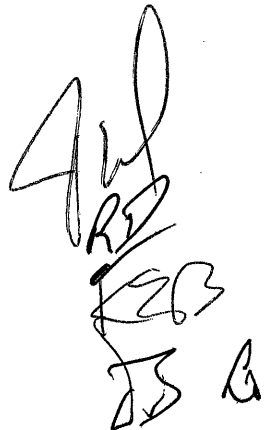
AND WHEREAS the Owners have requested that the Municipality enter into a development agreement to allow the development of a Country Inn and Alternative Health Care Practice on the Property (the "Development") pursuant to Policy 8.9.4 of the *Municipality of the District of West Hants Municipal Planning Strategy* (the "Municipal Planning Strategy");

AND WHEREAS the Council of the Municipality, at a meeting held on the 8th day of November, 2011, approved this request and adopted this Development Agreement by policy;

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

- (a) Schedule 'A' - Legal Description.

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

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1.0 DEFINITIONS

- 1.1 "Alternative Health Care Practice" means the use of land and buildings by professional therapists trained in a variety of disciplines such as massage therapy, physiotherapy, naturopathic medicine, chiropractics, acupuncture, nutrition, health and personal development counseling, and may include treatment of animals as well as humans.
- 1.2 "Country Inn" means a building with three or more bedrooms for the temporary accommodation of the travelling public for gain or profit and may include a dwelling unit for the use of the owner(s), meeting rooms, and a dining room for guests of the Inn, as well as one or more Guest Houses.
- 1.3 "Guest House" means a building without kitchen facilities on the same lot as a Country Inn which is used for the temporary accommodation of the travelling public.

2.0 GENERAL REQUIREMENTS AND ADMINISTRATION

- 2.1 The Owners agree that the Property shall be 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 *Municipality of the District of West Hants Land Use By-law* (the "Land Use By-law"), as may be amended from time to time.
- 2.3 Nothing in this Agreement shall exempt or be taken to exempt the Owners 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 to the extent varied by this Agreement) or any statute or regulation of the Province of Nova Scotia, and the Owners agree to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Property.
- 2.4 Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 2.5 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.
- 2.6 Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.

Handwritten signatures and initials in black ink, including a large signature, the initials 'RD', and a signature that appears to be 'K9M' with a checkmark below it.

2.7 Where terms (words or phrases) are not defined in this Development Agreement, definitions in the Municipality's planning documents shall apply. Where terms are not defined in the planning documents, definitions in the *Municipal Government Act* shall apply. Where terms are not defined in the aforementioned sources, their ordinary meaning shall apply.

3.0 USE OF LAND AND BUILDINGS

3.1 The uses permitted on the Property shall be limited to:

- (a) Country Inn;
- (b) Alternative Health Care Practice;
- (c) agricultural uses, agricultural support uses and forestry uses, subject to the requirements of the underlying Agricultural Priority Two (AR-2) zone; and
- (d) uses and structures accessory to the uses specified in subclauses (a), (b), and (c).

3.2 The Country Inn shall be limited to a maximum of six (6) guest bedrooms contained within the existing dwelling and Guest House on the Property.

3.3 Meeting rooms and offices in the Country Inn and the existing Guest House on the Property may be used for an Alternative Health Care Practice, including, but not limited to, holding or hosting workshops, seminars and training, provided that not more than fifty (50) participants shall be permitted on the Property at any one time.

3.4 The Country Inn may provide catering and facilities for special events such as banquets, weddings, receptions and similar one-time events for more than fifty (50) participants, provided that such special events shall be limited to not more than two (2) in any 30-day period.

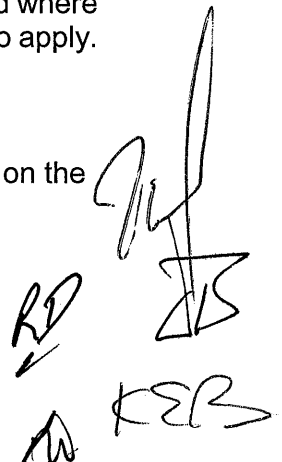
3.5 The Development Officer may approve a change in use from an Alternative Health Care Practice to another office or personal service shop use where, in the opinion of the Development Officer, the proposed use is no more intensive in terms of traffic generation, hours of operation, noise or other impacts, provided all other requirements of this Development Agreement and the Land Use By-law can be met.

3.6 No other uses are permitted on the Property, except that any use permitted as-of-right in the underlying zone may be permitted, provided the requirements of the Land Use By-law and this Development Agreement can be satisfied and where there is any conflict between the two, the more stringent requirements are to apply.

4.0 EXPANSION OF COUNTRY INN

4.1 The Development Officer may approve the erection of new Guest Houses on the Property provided the following requirements can be met:

- (a) not more than five (5) additional Guest Houses shall be permitted;
- (b) no Guest House shall contain more than two (2) bedrooms;

Handwritten signatures and initials in black ink. On the right side, there is a large signature that appears to be 'J. [unclear]'. Below it are the initials 'RD' and 'KES'. At the bottom left of this group is another set of initials 'M'.

- (c) no Guest House shall be located within 100 ft (30.48 m) of a property boundary;
- (e) exterior design of Guest Houses shall reflect the style of the existing main Inn building or the existing Guest House and, at a minimum, shall include the following basic elements:
 - (i) vertically-aligned windows;
 - (ii) gable roof; and
 - (iii) cladding and trim on any Guest House visible from Woodville Road shall be consistent, in both colour and style, with the cladding used on either the existing main Inn building or the existing Guest House; and
- (f) adequate parking can be provided in accordance with Section 9.0 of this Agreement.

4.2 The Owners shall provide the Development Officer with a detailed site plan illustrating the location of any proposed Guest House, parking areas and access.

5.0 ADDITIONS, RENOVATIONS AND ACCESSORY BUILDINGS

5.1 Nothing in this Agreement shall prevent the enlargement, reconstruction, repair or renovation of any building on the Property provided all requirements of this Agreement and the Land Use By-law can be met.

5.2 The erection of accessory structures shall be permitted in accordance with the provisions of the Land Use By-law.

6.0 HOURS OF OPERATION

6.1 The hours of operation for workshops and seminars for the Alternative Health Care Practice as specified in Clause 3.3 herein shall be limited to between 8:00 a.m. and 9:00 p.m.

6.2 The hours of operation for special events as specified in Clause 3.4 herein shall be limited to between 9:00 a.m. and 12:00 a.m.

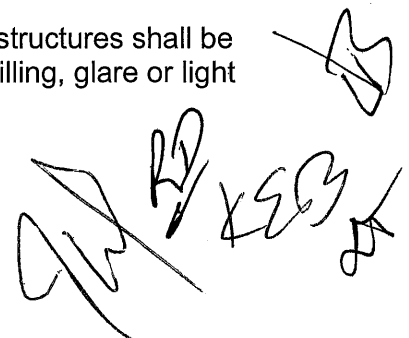
7.0 SIGNAGE

7.1 One ground sign or one projecting wall sign advertising the Development shall be permitted, provided such sign does not exceed 10 ft² (0.93 m²) in sign area.

7.2 Directional signage shall be permitted in accordance with the requirements of the Land Use By-law.

8.0 LIGHTING

8.1 Exterior lighting for any signage, driveways, parking areas or structures shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.



9.0 PARKING AND ACCESS

- 9.1 A minimum of 26 parking spaces shall be provided on the Property for the use of the Country Inn, with each space having minimum dimensions of 10 ft by 20 ft (3.05 m x 6.10 m). Where the number of Guest Houses is increased as specified in Clause 4.1 herein, additional parking spaces shall be provided at the rate of one space for each Guest House.
- 9.2 One parking space shall be provided for the residential use.

10.0 MAINTENANCE

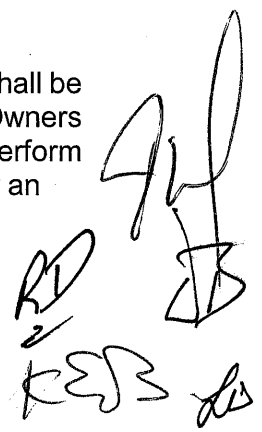
- 10.1 The Owners shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, parking areas, fences, lawns, walkways and landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.

11.0 AMENDMENTS

- 11.1 The provisions of this Agreement relating to the following matters are not deemed to be substantive and may be amended by policy of Council without the requirement of a public hearing:
 - (a) hours of operation.
- 11.2 Amendments to any matters not identified under Section 11.1 are substantive and shall only be amended in accordance with the provisions of Section 230 of the *Municipal Government Act*.

12.0 COMMENCEMENT OF DEVELOPMENT

- 12.1 Development as provided in Section 3.0 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. 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 by resolution of Council in accordance with Section 229 of the *Municipal Government Act*. Upon the written request of the Owners, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development.
- 12.2 If the Owners are bona fide delayed from commencing the development for reasons which are beyond the Owners' control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owners is excused for the period of the delay and the time period for the Owners to perform their obligations shall be extended by the Development Officer in writing for an equivalent period.

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13.0 DISCHARGE OF AGREEMENT

- 13.1 This Agreement may be discharged by the Municipality by resolution of Council:
- (a) as provided for in clause 12.1 herein;
 - (b) at the discretion of the Municipality, with or without the concurrence of the Owners, where the Development has, in the opinion of the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
 - (c) at any time upon the written request of the Owners, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

14.0 ADMINISTRATION AND ENFORCEMENT

- 14.1 This Agreement shall be administered by the Development Officer for the Municipality.
- 14.2 Enforcement of this Agreement shall be the responsibility of the Municipality.

15.0 ONUS FOR COMPLIANCE ON OWNER

- 15.1 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.

16.0 REGISTRATION OF AGREEMENT

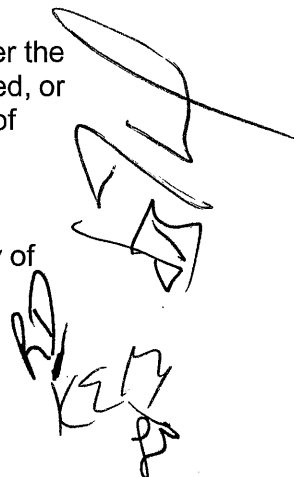
- 16.1 The Development Agreement shall be registered as a Burden on the Registered Interests upon the Property, described as "Agreement re use of land".

17.0 COSTS

- 17.1 The Owners shall pay all costs associated with the advertising required for this Agreement, the costs of registering this Agreement, and all costs associated with any amendment thereof.

18.0 AGREEMENT AND PERMITS

- 18.1 This Agreement shall not be entered into, or signed by both parties, until either the time for appeal under Section 247 of the *Municipal Government Act* has expired, or any appeals which have been lodged have been disposed of and the policy of Council has been affirmed by the Nova Scotia Utility and Review Board.
- 18.2 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.



19.0 DEVELOPMENT AGREEMENT BOUND TO LAND

19.1 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*.

20.0 BREACH OF TERMS OR CONDITIONS

20.1 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 Owner, enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of any thing that contravenes the terms of the Agreement. It is agreed that all reasonable expenses, including costs on a solicitor and client basis, 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. The Municipality shall not be obliged to issue any development permits pursuant to this Agreement so long as the Owners are in breach.

21.0 WRITTEN NOTICE

21.1 The Municipality may serve notice on the Owners by registered mail addressed to Donald and Kelley Burry, 1212 Woodville Road, RR#3, Newport, Nova Scotia, B0N 2A0, or at any other address provided by the Owners.

21.2 The Owners may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, Municipality of the District of West Hants, 76 Morison Drive, P.O. Box 3000, Windsor, Nova Scotia, B0N 2T0.

22.0 TIME

22.1 Time shall be of the essence in this agreement.

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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:)

Ryan Davis)
Witness)

Ryan Davis)
Witness)

Ryan Davis)
Witness)

Ryan Davis)
Witness)

MUNICIPALITY OF THE DISTRICT OF)
WEST HANTS)

Per: *Richard Dauphinee*)
Warden)

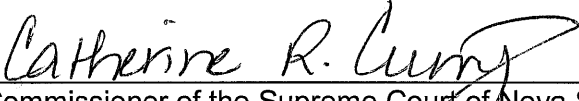
Per: *Jerry H. FOR*)
Chief Administrative Officer)

Donald Burry)
DONALD BURRY)

Kelley Burry)
KELLEY BURRY)

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

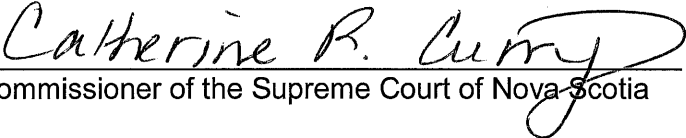
ON THIS 6th day of December, A.D. 2011, before me, the subscriber, personally came and appeared Lynn Davis, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in her presence.


A Commissioner of the Supreme Court of Nova Scotia

Catherine R. Curry
Commissioner of the
Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS 6th day of December, A.D. 2011, before me, the subscriber, personally came and appeared Lynn Davis, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **DONALD BURRY and KELLEY BURRY**, two of the parties thereto, signed, sealed and delivered the same in her presence.


A Commissioner of the Supreme Court of Nova Scotia

Catherine R. Curry
Commissioner of the
Supreme Court of Nova Scotia

Schedule 'A'

All that lot of land and premises situate in the Township of Newport, conveyed by the said Grantor, Charles H.A. Davison by Obed Dimock by deed dated July 2, A.D., 1930, and recorded in the office of the Registrar of Deeds at Windsor in the said County of Hants in book 149, page 550 and therein described as follows:

All that certain lot of land situate and being in the township of Newport bounded as follows:

THENCE bounded on the north by lands of Francis Ingram Frank Greenough, Milton Mumford, Albert Bowes and Oliver Dodge;

THENCE bounded on the east by lands owned by Charles Davison and the township line;

THENCE bounded on the south by lands owned by Charles Davison;

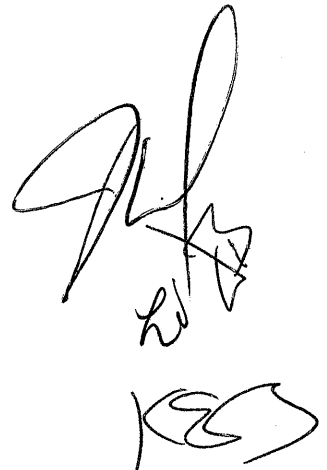
THENCE bounded on the west by the road leading from Woodville to Ashdale.

Containing one hundred and thirty five acres, more or less.

The said lot of land being conveyed from Eliza Jane Dimock et al Admrs. Of Frances Dimock to the said Obed Dimock by deed bearing date the 30th day of June, A.D., 1899 and duly recorded in the Office of the Registry of Deeds at Windsor in Book 118, page 314 as by reference thereto will more fully appear.

The description for this parcel originates with a deed dated November 9, 1945 registered in the registration district of Hants in book 169 at page 332 and the subdivision is validated by Section 291 of the Municipal Government Act.

LAND REGISTRATION OFFICE
SCANNED
QC



Handwritten signature and initials, possibly 'JL' and 'KES'.