

**Form 44**  
**Request to the Registrar of Deeds to Register a Document**

Registration district: Hants  
Submitter's name: Harold G. S. Adams, O.C.

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,

August 6<sup>th</sup>, 2014.



Signature of submitter

Name: Harold G. S. Adams, O.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



**DEVELOPMENT AGREEMENT**

THIS AGREEMENT made this 5<sup>th</sup> day of August 2014.

**BETWEEN:**

**THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS,**  
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 -

**AREA (Alternative Resource Energy Authority),** of Mahone  
Bay, in the County of Lunenburg, Province of Nova Scotia,

(Hereinafter referred to as the "DEVELOPER")

OF THE SECOND PART

- and -

**ATLANTIC STAR FORESTRY LTD.,** a body corporate, with head office  
at 802 Prince St, Suite 201, Truro, in the County of Colchester, Province  
of Nova Scotia,

(Hereinafter referred to as the "PROPERTY OWNER")

OF THE THIRD PART

**WHEREAS** the DEVELOPER has entered into certain Leases and Easements  
for a portion of the lands of the PROPERTY OWNER (PID 45007903), hereinafter  
referred to as the "Property", which lands are more particularly described in Schedule 'A'  
attached hereto, for the purpose of building and operating a Wind Energy Facility  
comprising wind turbines, access roads, fencing, service buildings and transmission  
equipment;

**AND WHEREAS** the DEVELOPER has requested that the MUNICIPALITY enter  
into a development agreement (the "Agreement") to allow a Wind Energy Facility on the  
Property (the "Development") pursuant to Policy 4.22.4 of the *West Hants Municipal  
Planning Strategy* (the "Municipal Planning Strategy");

**AND WHEREAS** the Council of the MUNICIPALITY, at a meeting held on May  
13, 2014, approved this request and adopted this Agreement by policy;

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

- (a) Schedule A – Legal Description
- (b) Schedule B – Site Concept 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 In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the *West Hants Land Use Bylaw (LUB)*, except those defined as follows:

**"Environmental Assessment Approval"** means the Environmental Assessment Registration Document, the Addendum, the Minister's Decision, and the accompanying Terms and Conditions dated February 17, 2014, as well as all supportive documents such as, but not limited to, the Environmental Protection Plan and the Erosion and Sedimentation Control Plan which must be submitted to Nova Scotia Environment for approval.

**"Turbine"** means a wind energy conversion system whose parts include a foundation, tower, nacelle, rotor assembly and any components within, or attached thereto;

**"Turbine Height"** means a vertical distance measured from grade to the tip of the highest extended rotor blade.

**"Wind Energy Facility"**, hereinafter referred to as the "Facility", is defined as a facility containing all equipment and improvements necessary for the conversion and delivery of wind energy into electricity, including, but not limited to:

- (a) one or more wind turbine generators, their foundations, towers and electrical controllers;
- (b) any electrical distribution lines or cabling, communication lines, electric transformers, towers, interconnection or switching facilities, telecommunication equipment, energy storage facilities, power generation facilities, access roads, driveways, meteorological towers, water wells, wind measurement equipment, maintenance/administrative/control buildings, maintenance yards, fencing, gates, berms or other earthworks for environmental protection, signage, and any related equipment, apparatus, accessories, works or appurtenances thereto.

## 2.0 GENERAL REQUIREMENTS AND ADMINISTRATION

2.1 The DEVELOPER agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

2.2 All references in this Agreement to the "Land Use By-law" are to the *Municipality of the District of West Hants Land Use By-law* (the "Land Use By-law") or its successors.

2.3 Except as otherwise provided for herein, the development and use of the Property shall comply with the requirements of the Land Use 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 or any other person from complying with the requirements of any by-law of the

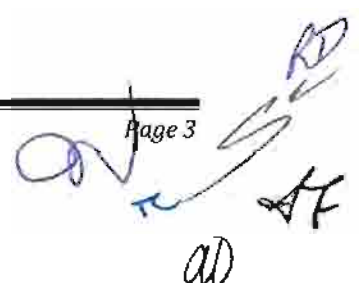
Handwritten signatures and initials in blue ink, including 'ON', 'TC', 'AF', 'AD', and 'RD'.

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 DEVELOPER agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Property.

- 2.5 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), any provincial or federal statute or regulation, any provision in the Environmental Assessment Approval, or any provision in the Lease Agreement with the PROPERTY OWNER., the higher or more stringent requirements shall prevail.
- 2.6 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.
- 2.7 Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender. All words appearing in this Agreement shall carry the meaning defined in the Land Use By-law, except those which may have a specific definition herein.
- 2.8 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- 2.9 The DEVELOPER shall, upon written request, provide the MUNICIPALITY with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

### **3.0 USE OF LAND AND LAYOUT OF WIND ENERGY FACILITY**

- 3.1 The DEVELOPER shall develop and use the Property in general conformance with the Site Concept Plan attached to this Agreement as Schedule B, except where provision is granted in Section 9.0 of this Agreement for non-substantive matters, and except that the precise location of access roads, driveways, turbines, collector systems, and other facility structures or components may be varied without amendment of this Agreement if the Development Officer approves the variation and it does not conflict with any provision of this Agreement, and provided that the variation is consistent with the Environmental Assessment Approval, any other applicable Acts and Regulations, and is approved by Nova Scotia Environment, if required.
- 3.2 The uses permitted by this Agreement on the Property shall be limited to the proposed Wind Energy Facility, defined as a wind farm for the production and distribution of renewable electricity, which consists of seven turbines and associated facilities, not to exceed a total Facility nameplate capacity of 16.1 (16.1) megawatts, together with all components associated with the Facility.
- 3.3 No other uses are permitted on the Property, except that any use permitted in the underlying zone shall be permitted, provided the requirements of the Land Use By-law and this Agreement can be satisfied, and where there is any conflict between the two, the more stringent requirements are to apply.



#### 4.0 DEVELOPMENT STANDARDS

- 4.1 The DEVELOPER shall undertake to ensure that environmental impacts associated with the proposed Development are mitigated to the maximum extent reasonably possible; and in particular that:
- a) any access roads or driveways constructed be kept to the minimum width reasonably necessary; and
  - b) any clearing of land for turbine foundations, crane pads, laydown areas or other Facility components is kept to the minimum area reasonably required; and
  - c) all activities are undertaken as prescribed by Nova Scotia Environment in the Environmental Assessment Approval, and all other applicable sections of this Agreement.
- 4.2 The DEVELOPER shall conform to all requirements as set out in the Lease Agreement between the DEVELOPER and the PROPERTY OWNER.
- 4.3 The DEVELOPER shall ensure the proposed Development is built such that impacts of sound and shadow flicker are reasonably minimized and public safety is maintained; and in particular that:
- a) no turbine shall be built within 1,000 meters, measured from the closest edge of the base of the tower, of any dwelling, hotel, motel, or apartment hotel existing as of February 13, 2014; and
  - b) no turbine shall be built within 550 meters, measured from the closest edge of the base of the tower, to any woods camp existing as of February 13, 2014, as identified in Schedule B; and
  - c) no turbine shall be built within one times the turbine height plus 25 feet (7.62 m), measured from the closest edge of the base of the tower, to the boundary line of any land not in use by the DEVELOPER or any adjacent third party boundary, saving and excepting the property defined as PID 45009008.
- 4.4 The DEVELOPER shall ensure that any illumination not required by Transport Canada shall not project glare or direct illumination onto adjacent properties other than those of the PROPERTY OWNER.
- 4.5 The DEVELOPER shall ensure that wind turbine colouring will conform with Transport Canada regulations for aviation safety, with a non-reflective matte finish. Signage will only be permitted on the nacelle unit and relate to the owner, operator, or manufacturer of the wind turbine.
- 4.6 Nothing in this Agreement shall prevent the future reconstruction, repair or renovation of any accessory building on the Property which is part of the Wind Energy Facility, provided all requirements of this Agreement and the Land Use By-law can be met.

## 5.0 CONSTRUCTION

- 5.1 The DEVELOPER shall carry out all construction activities in accordance with the Environmental Assessment Approval, and all accompanying subsidiary documents such as the Environmental Protection Plan, as submitted and approved by Nova Scotia Environment and amended from time to time.
- 5.2 The DEVELOPER shall reasonably minimize the duration and volume of traffic to and from the proposed Development in the vicinity of the driveway providing access to Ellershouse Road, and ensure that all required permits are received from Nova Scotia Transportation and Infrastructure Renewal and any other applicable traffic authority.

## 6.0 OPERATION AND MAINTENANCE

- 6.1 The DEVELOPER shall ensure that the Facility is operated in accordance with the Environmental Management Framework as registered with Nova Scotia Environment as part of the Environmental Assessment Approval, and in particular that:
- (a) the sound level generated by the operation of the wind turbines does not exceed the forty (40) dBA maximum relative to identified receptors as prescribed by Nova Scotia Environment in the Environmental Assessment Approval; and
  - (b) the period of shadow flicker does not exceed thirty (30) hours per year, or thirty (30) minutes per day, relative to identified receptors as prescribed by Nova Scotia Environment in the Environmental Assessment Approval.
- 6.2 The DEVELOPER shall build, repair and maintain the Facility so that it is in good repair and workmanlike condition in accordance with good utility practice.
- 6.3 The DEVELOPER shall obtain and maintain, as the case may be, all necessary permits and approvals required by the Federal, Provincial, and Municipal Governments.
- 6.4 The DEVELOPER shall obtain and maintain all permits and approvals for activity on the Property as required by Nova Scotia Environment, and the MUNICIPALITY in the Land Use By-law, as amended from time to time.
- 6.5 The DEVELOPER shall ensure that the operation of the Facility is regularly monitored, remotely or by designated on-site personnel, so as to maintain awareness of its current condition.

## 7.0 HAZARDOUS MATERIALS & FIRE PROTECTION

- 7.1 Any hazardous materials on site shall be stored, handled, and labeled in accordance with the Environmental Assessment Approval, the Environmental Protection Plan, and the Workplace Hazardous Materials Information System (WHMIS) Regulations.
- 7.2 Nothing in this Agreement shall exempt or be taken to exempt the DEVELOPER or any other person from complying with the requirements of any other applicable statute or regulation of the Federal and Provincial governments, and the

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DEVELOPER agrees to observe and comply with all such laws and regulations in connection with the development and use of the Property.

- 7.3 The DEVELOPER shall consult with the Chief of the Fire Department having jurisdiction on the design and construction of the Facility to ensure adequate access for fire vehicles.
- 7.4 The DEVELOPER shall provide necessary equipment, training or onsite infrastructure required for adequate emergency response, as reasonably determined by the Chief of the Fire Department having jurisdiction.
- 7.5 The DEVELOPER shall consult with the Chief of the Fire Department having jurisdiction on the installation and operation of a fire detection and suppression system in the nacelle of each turbine.

## 8.0 DECOMMISSIONING

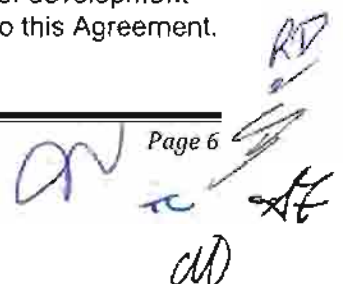
- 8.1 In the event that Notice of Intent to discharge this Agreement is given to the DEVELOPER in accordance with Section 11 of this Agreement, the MUNICIPALITY shall require the DEVELOPER to decommission the Wind Energy Facility.
- 8.2 The DEVELOPER shall ensure that the decommissioning of the Facility is carried out in compliance with all Nova Scotia Environment regulations, and in accordance with the Environmental Protection Plan and Environmental Management Framework.

## 9.0 AMENDMENTS

- 9.1 The provisions of this Agreement relating to the following matter are not deemed to be substantive and may be amended by policy of Council without the requirement of a public hearing:
  - a) the removal or addition of lands to the Property to Schedule A, provided the Facility maintains compliance with all other Sections of this Agreement;
- 9.2 Amendments to any matters not identified under Section 9.1 are substantive and shall only be amended in accordance with the provisions of Section 230 of the *Municipal Government Act*.

## 10.0 COMMENCEMENT OF DEVELOPMENT

- 10.1 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* 30 days after giving Notice of Intent to Discharge to the DEVELOPER. Upon the written request of the DEVELOPER, the MUNICIPALITY, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.



10.2 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 and the time period for the DEVELOPER to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

#### **11.0 DISCHARGE OF AGREEMENT**

11.1 Notice of Intent to Discharge this Agreement may be given by the MUNICIPALITY to the DEVELOPER following a resolution of Council to give such Notice:

- (a) as provided for in Section 10.1 of this Agreement; or
- (b) at the discretion of the MUNICIPALITY, with or without the concurrence of the DEVELOPER, where the Development has, in the reasonable opinion of Council on advice from 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 DEVELOPER, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

11.2 In the event that Notice is given pursuant to Section 11.1 of this Agreement the DEVELOPER shall immediately cease all electrical generation at the site and shall comply with any decommissioning requirements pursuant to Section 8 of this Agreement.

11.3 Council may discharge this Agreement 30 days after the Notice of Intent to Discharge pursuant to Section 11.1 of this Agreement has been given, but may withhold discharge until decommissioning has been completed and liens arising from failure to decommission have been paid.

#### **12.0 ADMINISTRATION AND ENFORCEMENT**

12.1 This Agreement shall be administered by the Development Officer for the MUNICIPALITY.

12.2 Enforcement of this Agreement shall be the responsibility of the MUNICIPALITY.

#### **13.0 ONUS FOR COMPLIANCE ON DEVELOPER**

13.1 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.

#### **14.0 REGISTRATION OF AGREEMENT**

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

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**15.0 ASSIGNMENT OF AGREEMENT**

15.1 The DEVELOPER may, at any time and from time to time, transfer or assign this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser.

**16.0 COSTS**

16.1 The DEVELOPER shall pay all costs associated with the public consultation and advertising required for this Agreement, the costs of registering this Agreement, and all costs associated with any amendment thereof.

**17.0 AGREEMENT AND PERMITS**

17.1 This Agreement shall not be entered into, or signed by all 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 by the Nova Scotia Utility and Review Board.

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

**18.0 DEVELOPMENT AGREEMENT BOUND TO LAND**

18.1 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*.

**19.0 BREACH OF TERMS OR CONDITIONS**

19.1 Upon breach of any term or condition of this Agreement, the MUNICIPALITY may notify the PROPERTY OWNER and the DEVELOPER of the breach in writing. In the event that neither the PROPERTY OWNER nor the DEVELOPER has cured any such breach or entered into arrangements with the MUNICIPALITY related to such breach to the MUNICIPALITY'S satisfaction, acting reasonably, within six (6) months of such notice then the MUNICIPALITY may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may 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 anything that contravenes the terms of the Agreement and including decommissioning the site. 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. The MUNICIPALITY and the DEVELOPER hereby acknowledge and agree that neither the conferral on the PROPERTY OWNER of a right to cure a breach nor the ability of the MUNICIPALITY to lien the lands in themselves creates any *in personam* liability on the part of the PROPERTY OWNER. For greater certainty, nothing in the preceding sentence of this clause is intended to exculpate the PROPERTY OWNER from any liability which it may

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incur in the event the PROPERTY OWNER's activities on the lands, including while attempting to effect a cure, give rise to a cause of action against it.

**20.0 WRITTEN NOTICE**

20.1 The MUNICIPALITY may serve notice on the DEVELOPER by registered mail addressed to Town of Mahone Bay, P.O. Box 530, 493 Main Street, Mahone Bay, Nova Scotia, B0J 2E0, or Town of Berwick, 236 Commercial Street, PO Box 130, Berwick, NS, B0P 1E0, or at any other address provided by the DEVELOPER.

20.2 The DEVELOPER 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, NS. B0N 2T0.

**21.0 TIME**

21.1 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:

Jeanne Bourque  
Witness

Jeanne Bourque  
Witness

Steph Leis  
Witness

W. Hughes  
Witness

Sharon O'Leary  
Witness

) MUNICIPALITY OF THE DISTRICT OF  
) WEST HANTS

) Per: Richard Popham  
) Warden

) Per: Cheryl Stone  
) C.A.O

) ALTERNATIVE RESOURCE ENERGY  
AUTHORITY

) Per: Carl Christolm  
) CARL CHRISOLM, CHAIR

) Per: James A Wentzell  
) JAMES A WENTZELL  
SECRETARY - TREASURER

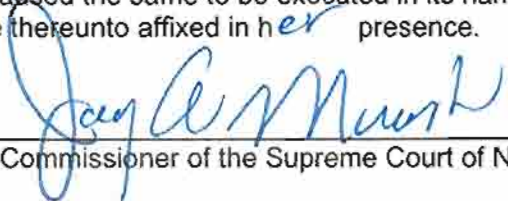
) ATLANTIC STAR FORESTRY LTD.

) Per: Thomas Colegan  
) Pres.



PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS

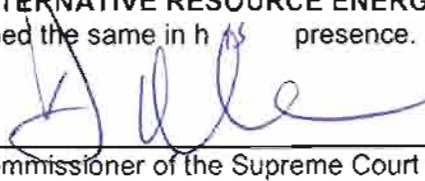
ON THIS 5<sup>th</sup> day of August, A.D. 2014, before me, the subscriber,  
personally came and appeared Sanne Bourque, a subscribing  
witness to the foregoing Indenture, who, having been by me duly sworn, made oath and  
said that **THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS**, one of the parties  
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

**JOY A. MORASH**  
A COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA  
COUNTY OF Annapolis

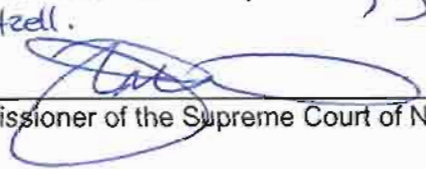
ON THIS 20<sup>th</sup> day of July, A.D. 2014, before me, the subscriber,  
personally came and appeared Stephen Faist, a subscribing  
witness to the foregoing Indenture, who, having been by me duly sworn, made oath and  
said that **ALTERNATIVE RESOURCE ENERGY AUTHORITY**, one of the parties  
thereto, signed the same in his presence.

  
A Commissioner of the Supreme Court of Nova Scotia

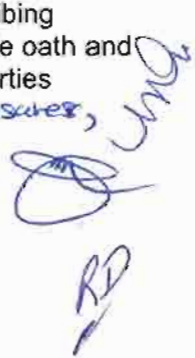
**DUNCAN J. CHISHOLM**  
A Barrister of the Supreme Court  
of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF Lunenburg

ON THIS 3<sup>d</sup> day of July, A.D. 2014, before me, the subscriber,  
personally came and appeared Margaret Hughes, a subscribing  
witness to the foregoing Indenture, who, having been by me duly sworn, made oath and  
said that **ALTERNATIVE RESOURCE ENERGY AUTHORITY**, one of the parties  
thereto, signed the same in her presence, by its Secretary - Treasurer,  
James Wentzell.

  
A Commissioner of the Supreme Court of Nova Scotia

**JODI D. MAILMAN**  
A BARRISTER OF THE  
SUPREME COURT OF NOVA SCOTIA



STATE OF NEW HAMPSHIRE  
COUNTY OF GRAFTON

I, JOHN G. SOBETZER, a Notary Public of the County and State aforesaid, hereby certify that Thomas J. Colgan, whose name as President of **ATLANTIC STAR FORESTRY LTD.**, is signed to the foregoing Development Agreement, and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he as such President of **ATLANTIC STAR FORESTRY LTD.**, acting in its capacity with full authority, executed the same voluntarily for and as the act of said entities for the purpose stated therein.

Witness my hand and official seal this 22<sup>nd</sup> day of JULY, 2014.

(Official  
Seal)

  
\_\_\_\_\_  
Notary Public

JOHN G. SOBETZER  
Notary Public - New Hampshire  
My Commission Expires: January 12, 2015

**JOHN G. SOBETZER**  
**Notary Public-New Hampshire**  
**My Commission Expires: January 12, 2015**

# SCHEDULE A

## Ellershouse Wind Farm – Legal Description of Project Property

All that certain piece of land situated at or near Ellershouse, County of Hants, Province of Nova Scotia which parcel may be more particularly described as follows:

Beginning at a point on the Southern side of an power line easement in favour of Nova Scotia Power at a point having the following coordinates Northing 4,976,031 , Easting 420,274. Coordinates are in metres based on the Universal Transverse Mercator projection, Zone 20.

Thence S 53 45 52.8 W 1498.892 metres to a point,

Thence S 29 28 33.2 W 1003.948 metres to a point,

Thence N 59 31 43.5 W 1017.539 metres to a point,

Thence S 31 13 01.1 W 1047.695 metres to a point,

Thence N 55 52 53.3 W 1891.581 metres to a point,

Thence N 50 14 49.7 W 556.705 metres to a point,

Thence N 01 23 29.5 W 494.146 metres to a point,

Thence N 22 34 50.6 E 450.539 metres to a point,

Thence S 71 24 35.2 E 583.442 metres to a point,

Thence S 44 33 33.4 E 183.853 metres to a point,

Thence S 84 28 00.3 E 321.498 metres to a point,

Thence N 42 35 15.5 E 319.188 metres to a point,

Thence S 51 38 14.3 E 391.533 metres to a point,

Thence N 42 53 30.9 E 230.673 metres to the place of beginning. A tract of land containing in all 445.1 Ha.

Handwritten signature and initials in blue ink, including the letters 'AF' and 'AD'.

**Notes:**  
 1. Reference: Digital Topographic Mapping by Nova Scotia Geomatics Centre  
 2. Projection: NAD83(UGSR83), UTM Zone 20 North

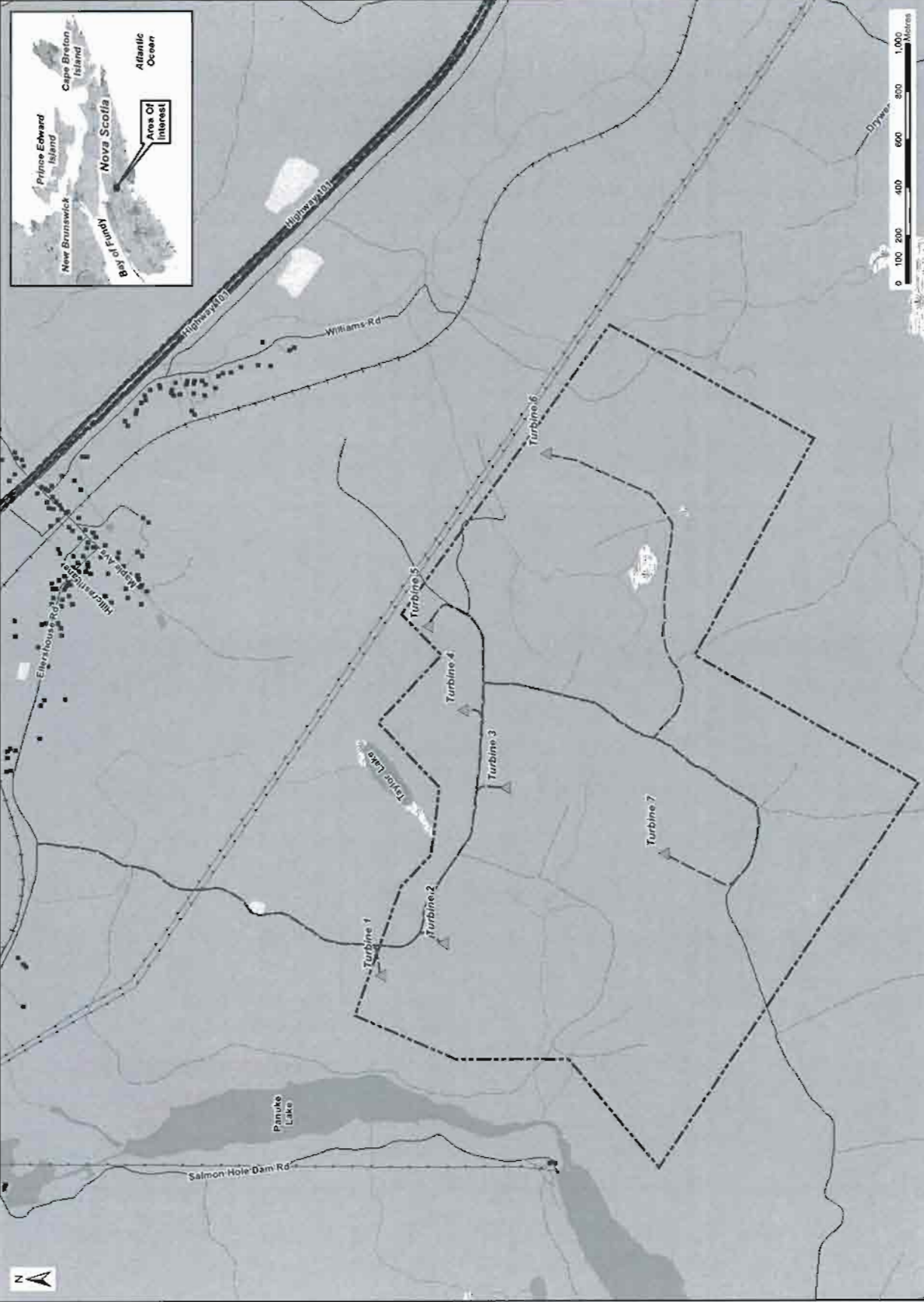
- Legend:**
- ▲ Proposed Turbine
  - Proposed Access Road
  - - - Project Study Area
  - Building
  - Active Railroad
  - == Major Roads and Highways
  - == Public Roads
  - - - Access Roads / Trails
  - - - Existing Transmission Lines
  - ▭ Large Structure
  - ▭ Mapped Stream
  - ▭ Mapped Inlet/Intake Stream
  - ▭ Water Bodies
  - ▭ Mapped Wet Area
  - ▭ Cleared Area

**SCHEDULE B**

**Proposed Turbine and Road Layout**



|           |           |             |          |
|-----------|-----------|-------------|----------|
| Date:     | Nov. 2013 | Project #:  | 12-4583  |
| Scale:    | 1:15,000  | Drawing #:  | 2.1      |
| Drawn By: | H. Serhan | Checked By: | M. Smith |



*Handwritten signatures and initials:*  
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 CW