

**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 45385135	
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

101755123      LR ROD  
 Document #

OCT 16 2012      14:40  
 MM DD YYYY      Time

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:

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

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*:



<b>Instrument type</b>	
<b>Interest holder name and type to be added</b>	
<b>Interest holder mailing address</b>	
<b>Judgment Roll reference</b>	

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).*

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

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).*

<b>Instrument type</b>	<b>Agreement re Use of Land</b>
<b>Interest holder and type to be removed (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)</i>	<b>Municipality of the District of West Hants - Party to Agreement (Burden)</b>
<b>Mailing address of interest holder to be added (if applicable)</b>	<b>PO Box 3000, Windsor, NS B0N 2T0</b>
<b>Reference to related instrument in names-based roll/parcel register (if applicable)</b>	N/A
<b>Reason for removal of interest (for use only)</b>	N/A



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

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

The textual qualifications are to be changed as follows:

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

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

<b>Name and mailing address of occupier to be removed</b>	
<b>Name and mailing address of occupier to be added</b>	

**Certificate of Legal Effect:**

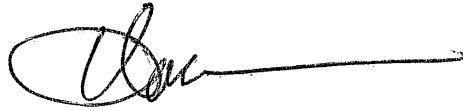
I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

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

October 16<sup>th</sup>, 2012.







---

*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.

May 4, 2009



**DEVELOPMENT AGREEMENT**

**THIS AGREEMENT** made this 10<sup>th</sup> day of October, 2012.

**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 -

**3252069 NOVA SCOTIA LIMITED**, a body corporate, with head office in Falmouth, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND

PART

**WHEREAS** the Owner is the registered owner of Lot ML-3, Falmouth Dyke Road, Falmouth (PID 45385135), hereinafter referred to as the "Property", which lands are more particularly described in Schedule 'A' attached hereto;

**AND WHEREAS** the Owner has requested that the Municipality enter into a development agreement to allow the development of a Dental Office on the Property (the "Development") pursuant to Policy 5.6.4 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 12<sup>th</sup> day of June, 2012, approved this request and adopted this Development Agreement by policy;

**AND WHEREAS** the following Schedules 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:

## 1.0 DEFINITIONS

- 1.1 "Dental Office" means a building or part thereof in which one or more members of the dental profession provide diagnosis and treatment to the general public, and shall include such uses as reception areas, offices, consultation areas, and treatment rooms.
- 1.2 "Planting Strip" means an area of landscaped open space located immediately adjacent to a lot line or portion thereof and on which is situated one or more of the following:
- (a) a continuous row of trees;
  - (b) a continuous hedge of evergreens or shrubs; or
  - (c) an opaque fence.

## 2.0 GENERAL REQUIREMENTS AND ADMINISTRATION

- 2.1 The Owner 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 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 to the extent varied by this Agreement) or any statute or regulation of the Province of Nova Scotia, and the Owner 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) or any provincial or federal statute or regulation, 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.

### 3.0 USE OF LAND AND BUILDINGS

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

- (a) a Dental Office;
- (b) one dwelling unit in the same building as the commercial use; and
- (b) accessory building(s) in accordance with the provisions of Section 5.1 of the Land Use By-law.

3.2 The total commercial floor area devoted to Dental Office use on the Property shall not exceed 1,500 ft<sup>2</sup> (139.35 m<sup>2</sup>).

3.3 The Development Officer may approve a change in use from a Dental Office to another office or personal service shop 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 impact, provided all other requirements of this Development Agreement and the Land Use By-law can be met.

3.4 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 Not more than one main building shall be permitted on the Property.

4.2 The location of the main building on the property shall conform to the following requirements:

- |     |                                 |                 |
|-----|---------------------------------|-----------------|
| (a) | Minimum front yard              | 25 ft. (7.62 m) |
| (b) | Minimum rear yard               | 25 ft. (7.62 m) |
| (c) | Minimum side yard               | 20 ft. (6.10 m) |
| (d) | Maximum height of main building | 35 ft. (7.62 m) |

4.3 The maximum building footprint shall not exceed 2,000 ft<sup>2</sup> (185.8 m<sup>2</sup>).

4.4 Nothing in this Agreement shall prevent the future 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.

### 5.0 ARCHITECTURAL DESIGN AND APPEARANCE

5.1 The overall building design shall show the following basic architectural elements:

- (a) gable, hip, or mansard roof;
- (b) roofed entryways and porches.



5.2 Cladding material used on accessory buildings shall match the cladding used on the main building.

## **6.0 HOURS OF OPERATION**

6.1 The hours of operation of the Dental Office shall be limited to between 8:00 a.m. and 6:00 p.m. Monday through Friday, except that on not more than two days per week, the hours of operation may be extended to 9:00 pm.

## **7.0 SIGNAGE**

7.1 Commercial advertising on the Property shall be limited to one ground sign with a maximum height of 10 ft. (3.05 m), and maximum sign area of 15 ft<sup>2</sup> (1.39m<sup>2</sup>). No internal illumination of the sign shall be permitted.

7.2 Lighting fixtures designed to provide exterior illumination to the building or permitted signage shall be shielded and installed with the light deflected downward and away from adjoining residential uses.

## **8.0 PARKING AND ACCESS**

8.1 A minimum of five (5) parking spaces shall be provided on the Property for the use of the Dental Office, with each space having minimum dimensions of 10 ft by 20 ft (3.05 m x 6.10 m).

8.2 A minimum of one parking space shall be provided for any residential use within the building.

8.3 All parking spaces shall be located behind the main building, except that a maximum of two (2) spaces for people with disabilities may be located in front of or to the side of the building.

8.4 The driveway access to the Property shall meet Nova Scotia Department of Transportation and Infrastructure Renewal's requirements for commercial stopping sight distance.

## **9.0 BUFFERS AND OUTDOOR STORAGE**

9.1 A planting strip having a minimum width of 5 ft (1.52 m), shall be created so as to screen the view of the parking area from adjoining residential uses.

9.2 No open storage or outdoor display shall be permitted on the Property.

## **10.0 AMENDMENTS**

10.1 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:

Handwritten signatures and initials in black ink on the left margin of the page. There are three distinct signatures, with the top one being the most prominent and the bottom one appearing to be initials.

- (a) hours of operation.
- (b) increase in maximum building footprint.

10.2 Amendments to any matters not identified under Section 10.1 are substantive and shall only be amended in accordance with the provisions of Section 230 of the *Municipal Government Act*.

### **11.0 MAINTENANCE**

11.1 The Owner shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, 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.

### **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 Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development.

12.2 If the Owner is 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 Owner is excused for the period of the delay and the time period for the Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period.

### **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 Owner, 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 Owner, 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 Owner 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*.

Handwritten signatures and initials in the left margin, including what appears to be 'R.P.', 'C.C.', and 'A.B.'.



**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 anything 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.

**21.0 WRITTEN NOTICE**

21.1 The Municipality may serve notice on the Owner by registered mail addressed to 3252069 Nova Scotia Limited, c/o Gillian Allen, 57 Halewood Drive, RR#2, Falmouth, Nova Scotia, B0P 1L0, or at any other address provided by the Owner.

21.2 The Owner 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.

**22.0 TIME**

22.1 Time shall be of the essence in this agreement.

Handwritten initials and signatures in the bottom right corner of the page. The initials appear to be 'R.A.', 'CC', and 'B'.

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

Jeanne Bourque  
Witness

) MUNICIPALITY OF THE DISTRICT OF

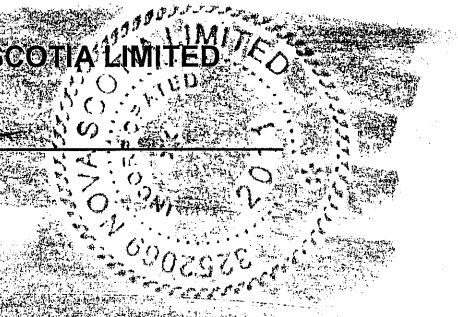
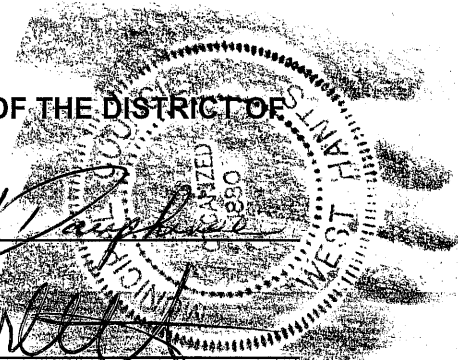
) WEST HANTS

) Per: Richard Dauphinais  
Warden

) Per: Christine  
C.A.O, Clerk – Treasurer

) 3252069 NOVA SCOTIA LIMITED

) Per: Allen  
Director



[Handwritten signature]

PROVINCE OF NOVA SCOTIA  
COUNTY OF HANTS

ON THIS *11<sup>th</sup>* day of *October*, A.D. 2012, before me, the subscriber, personally came and appeared *Jeanne 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.

*Catherine R. Curry*  
\_\_\_\_\_

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 *11<sup>th</sup>* day of *October*, A.D. 2012, before me, the subscriber, personally came and appeared *Jeanne Bourque*, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **3252069 NOVA SCOTIA 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 *her* presence.

*Catherine R. Curry*  
\_\_\_\_\_

A Commissioner of the Supreme Court of Nova Scotia

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

*RP*  
*AC*  
*AK*

C.  
R.

## SCHEDULE "A"

Registration County: HANTS COUNTY

Street/Place Name: FALMOUTH DYKE ROAD /FALMOUTH

Title of Plan: PLAN OF S/D LOT ML-1, ML-2 & ML-3, LANDS OF MYRTLE AMELIA LYON, FALMOUTH DYKE RD, FALMOUTH

Designation of Parcel on Plan: LOT ML-3

Registration Number of Plan: 100400648

Registration Date of Plan: 2012-04-02 13:16:42

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 2012

Plan or Document Number: 100400648

RD  
CC  
J.B.  
T

LAND REGISTRATION OFFICE  
SCANNED   
QC