

Form 44

Request to the Registrar of Deeds to Register a Document
Land Registration Act, S.N.S. 2001, c.6, Sections 37 and 46
Land Registration Administration Regulations subsection 4(7)

Cover
Page

Registrant User Number: 1948
Registration District: Hants County
Submitter's Name/Firm:
Grantor/Declarant/Developer Re: Attached Document:
PID (if available):

IN THE MATTER OF Section 37 or 46 of the *Land Registration Act*;

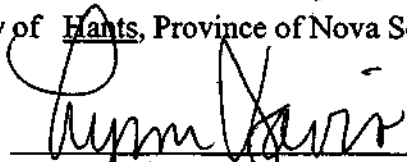
TAKE NOTICE THAT the attached document relates to a parcel that is not registered pursuant to the *Land Registration Act*, and the document may be accepted for registration pursuant to the *Registry Act* because: (select one only)

- It is not a transfer for valuable consideration as defined in clause 46(1)(a) of the *Land Registration Act*.
- It is not a mortgage as defined in clause 2(2)(f) or security interest as defined in clause 2(2)(k) of the *Land Registration Administration Regulations*.
- It is a transfer of a parcel between persons married to one another.
- It is a transfer of a parcel between persons formerly married to one another, where the transfer is for the purpose of division of matrimonial assets.
- It is a transfer of a parcel between persons who are parties to a registered domestic partnership agreement.
- It is 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.
- It is a deed that conveys an interest of a predecessor in title to the present Owner/Agent being used to feed the estoppel or clarify title.
- It is a transfer of an unregistered parcel that is created for the purpose of consolidation with an abutting unregistered parcel where the parcel being transferred/created is incapable of being approved except as an addition to another parcel.
- It is a transfer of a parcel from the Nova Scotia Farm Loan Board to a borrower under the Agriculture and Rural Credit Act.
- It is an instrument that is not required to be registered or recorded pursuant to the *Land Registration Act* and the *Land Registration Administration Regulations*.

HANTS COUNTY LAND REGISTRATION OFFICE
 I certify that this is a true copy of a full document or a portion of a document registered/recorded in the Land Registration Office as shown here
 Type Landcaat, Registrar
 Filed
 75725797
 Document #
 Book
 JUN 22 2004
 Page(s)
 MM DD YYYY

I HEREBY REQUEST THAT this document be registered pursuant to the *Registry Act*.

DATED at Wentworth Creek in the County of Hants, Province of Nova Scotia, this 17th day of June 2004.


 Signature of: Lynn Davis, Director of Planning
 Name: Municipality of West Hants
 Address: Box 2230
 Phone: Windsor, NS
 Email: ldavis@windsorwesthantsplanning.ns.ca
 Fax: (902) 798-8553

HANTS COUNTY LAND REGISTRATION OFFICE
 I certify that this document was registered as shown here.
 Tina Landzaal, Registrar
75725805 Document #
JUN 22 2004 MM DD YYYY
 Book Page(s)
11:21 Time

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 14th day of June, 2004.

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 -

JUST PERFECT SOLITUDE LIMITED, a body corporate, with head office at Burlington, in the Province of Ontario,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner owns a 59-acre parcel of land located at Falls Lake, Vaughan (PID 45274610), 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 a seasonal residential development consisting of grouped dwellings on the Property (the "Development");

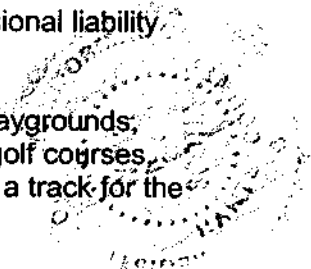
AND WHEREAS the Council of the Municipality of the District of West Hants approved this request at a meeting held on May 11, 2004, pursuant to Policies 25B, C and D of the *West Hants Areas Two and Three Municipal Planning Strategy*;

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 "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.
- 1.2 "Professional Engineer" means a registered member in good standing of the Association of Professional Engineers of Nova Scotia who carries appropriate professional liability insurance.
- 1.3 "Recreational uses" means the non-commercial use of lands for parks, playgrounds, tennis courts, lawn bowling greens, outdoor skating rinks, athletic fields, golf courses, picnic areas, outdoor swimming pools, and similar uses, but not including a track for the

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racing of animals or any form of motorized vehicles.

- 1.4 "Seasonal residential" means a cottage or secondary residence used essentially for recreation, rest or relaxation from time to time throughout any season of the year, but not used or intended to be used for year-round occupancy.

2.0 USE OF LAND AND BUILDINGS

- 2.1 The Owner shall develop and use the Property in reasonable conformance with the Concept Plan attached to this Agreement as Schedule "B", provided, however, that the location of sewage disposal fields and water wells may be varied in accordance with the requirements of Nova Scotia Department of Environment and Labour without requiring an amendment to this Agreement. The location of roads, structures and other features shown on the Concept Plan shall be varied only as specifically provided for in this Agreement.

- 2.2 The uses permitted on the Property shall be limited to:
- (a) a maximum of fifty-nine (59) single unit seasonal residential dwellings;
 - (b) a community building operated and maintained solely for the use of residents of the Development and their guests for meetings, recreation, and similar activities, but not to be used for commercial purposes;
 - (c) recreational uses; and
 - (d) uses and structures accessory to the uses specified in clause 2.2(a), (b) and (c) including but not limited to storage sheds, garages, utility buildings, boathouses, boat launches, wharves.

- 2.3 No other uses are permitted on the Property.

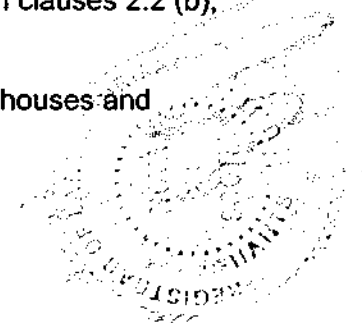
3.0 BUILDING LOCATION AND DESIGN

- 3.1 The location of dwellings on the Property as shown on the Concept Plan attached as Schedule "B" may be varied without requiring an amendment to this Agreement provided:

- (a) no dwelling shall be located within 100 ft. of a watercourse;
- (b) dwellings shall be sited in building clusters consisting of a minimum of four (4) dwellings and a maximum of six (6) dwellings;
- (c) the minimum distance between dwellings shall be twenty (20) feet;
- (d) no dwelling shall be located within 50 ft. of a property line.

- 3.2 Nothing in this Agreement shall prevent the construction of a community building, recreational use or accessory structures on the Property as specified in clauses 2.2 (b), (c) and (d), provided no structure shall be located:

- (a) within six (6) feet of a main building;
- (b) within one hundred (100) feet of a watercourse, except for boathouses and wharves which may be constructed to the water's edge;
- (c) within twenty-five (25) feet of a property line.



- 3.3 Exterior design of dwellings shall be generally consistent with the design sketches attached to this Agreement as Schedule "C", provided the height of any building shall not exceed three (3) storeys. Cladding material used on accessory buildings shall match as closely as possible the cladding used on main buildings.
- 3.4 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.

4.0 BRIDGE AND ACCESS ROAD

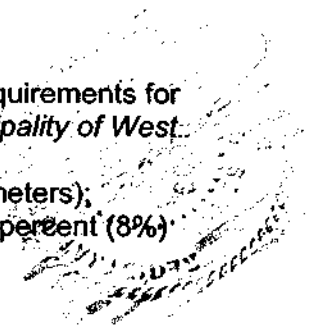
- 4.1 The Owner shall develop, construct and maintain a bridge (the "Bridge") across Five Island Lake Brook and the access road which extends in an easterly direction approximately 500 ft. along the right-of-way from the cul-de-sac at the end of Pioneer Drive to the subject property (the "Access Road").
- 4.2 The following requirements shall apply to the Bridge and Access Road:
- (a) road and bridge design and construction plans (the "Road Plans") shall be prepared in accordance with accepted engineering practice by the Owner's Professional Engineer who certifies that the design is adequate to accommodate the traffic generated by the development and access by emergency protection vehicles;
 - (b) prior to the issuance of a development permit by the Development Officer, the Road Plans shall be approved by the Municipal Engineer;
 - (c) following completion of construction of the Bridge and Access Road, the Owner's Professional Engineer shall certify that the Bridge and Access Road has been constructed in accordance with the Road Plans.

5.0 INTERNAL CIRCULATION SYSTEM

- 5.1 The Owner shall develop, construct and maintain the roads, driveways, walkways and trails making up the internal circulation system on the Property in reasonable conformance with the Concept Plan attached as Schedule "B" to this Agreement. The layout of the internal circulation system may be varied without requiring an amendment to this Agreement where the Owner submits a Concept Plan satisfactory to the Development Officer showing all requirements for building location, setbacks and buffers from watercourses and other requirements of this Agreement are met.
- 5.2 The roads within the development shall meet the following requirements:

- (a) roads shall be constructed in accordance with the construction requirements for private roads as contained in the *Subdivision By-law of the Municipality of West Hants*, except that the requirements may be varied as follows:
 - (i) the minimum road surface top width shall be 18 feet (5.5 meters);
 - (ii) in difficult circumstances, a road grade of more than eight percent (8%).

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may be approved in accordance with accepted engineering practice where the Owner's Professional Engineer certifies that the grade is suitable to allow access by emergency protection vehicles.

- (b) bulbs or turning tees with an area adequate to provide for turning of emergency protection vehicles shall be constructed on all culs-de-sac;
- (c) prior to the issuance of a development permit by the Development Officer, design and construction plans shall be approved by the Municipal Engineer;
- (d) following completion of construction, the Owner's Professional Engineer shall certify that all roads have been constructed in accordance with the approved plans.

5.3 Driveways accessing individual dwellings shall have a minimum width of ten (10) ft.

5.4 Pedestrian walkways and trails shall be set back at least fifty (50) ft. from any watercourse.

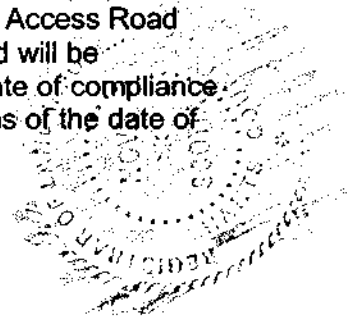
6.0 APPROVALS AND PERMITS

6.1 Prior to the construction of any dwelling or other structure on the Property, the Owner shall apply for and obtain development and building permits.

6.2 No development permit shall be issued until:

- (a) the Road Plans for the Bridge and Access Road have been approved by the Municipal Engineer and the Owner's Professional Engineer has provided a certificate of compliance in accordance with clause 4.2(a);
- (b) construction of the Bridge and Access Road has been completed and the Owner's Professional Engineer has provided a certificate of compliance in accordance with clause 4.2(c);
- (c) the design and construction plans for the internal roads within the development have been approved by Municipal Engineer;
- (d) the Owner's Professional Engineer has provided a certificate of compliance that construction of the internal roads has been completed for a distance sufficient to access the dwelling for which application is being made for a development permit; and
- (e) a boat launch has been constructed on the shore of Falls Lake suitable for emergency evacuation purposes.

6.3 Notwithstanding clause 6.2(b), the Development Officer may issue up to ten (10) development permits for dwellings prior to completion of the Bridge and Access Road where the Owner undertakes in writing that the Bridge and Access Road will be constructed according to the approved Road Plans and that the certificate of compliance required under clause 4.2(c) will be provided within eighteen (18) months of the date of issuance of the first permit.



7.0 PARKING

7.1 A minimum of one parking space shall be provided per dwelling unit, with each space having minimum dimensions of ten (10) feet by twenty (20) feet.

8.0 RETENTION OF EXISTING VEGETATION

8.1 The Owner agrees that existing vegetation on the Property will be preserved as much as possible, and that no living tree larger than six (6) inches in diameter, measured at a height of 4.2 ft. (1.3 meters) from the ground, will be removed, with the exception of those necessary to allow for the construction of roads, driveways, parking areas, sewage systems, wells, water lines and building sites.

8.2 A fifty (50) ft. wide buffer zone shall be maintained along all watercourses within which native vegetation shall be undisturbed and clear cutting shall be strictly prohibited, except that selective pruning of no more than twenty-five (25) percent of the buffer shall be permitted to allow a filtered view of the lake.

8.3 Notwithstanding the requirements of clause 8.2, necessary removal of trees and underbrush shall be permitted to allow for the construction of a boat launch access road and a beach area as shown on the Concept Plan attached as Schedule "B".

9.0 WELLS AND SEWAGE DISPOSAL SYSTEMS

9.1 No development permit for any dwelling shall be issued prior to the Development Officer receiving a copy of all permits, licenses and approvals required by the Nova Scotia Department of Environment and Labour respecting the design and installation of the on-site sewage disposal system serving that dwelling.

9.2 The Owner shall provide the Development Officer with certified maintenance and monitoring plans prepared by a Professional Engineer for all on-site sewage disposal systems on the Property. The maintenance and monitoring plans shall outline remedial measures and an implementation program in the event a system malfunctions. The Owner shall be responsible for implementing the maintenance and monitoring plans.

9.3 On an annual basis for the life of the development, the Owner shall provide the Development Officer with a certified annual inspection report prepared by a Professional Engineer for all on-site sewage disposal systems on the Property. Where an annual report indicates malfunctioning, the remedial measures outlined in clause 9.2 shall immediately commence at the expense of the Owner.

9.4 The Owner shall construct and maintain all water wells on the Property to ensure that water quality meets Health Canada's Guidelines for Canadian Drinking Water Quality. The Owner shall provide the Development Officer with copies of satisfactory test results for bacteriological, chemical and physical water quality prior to issuance of an Occupancy Permit.

9.5 Where communal water wells are proposed, bacteriological monitoring shall then be



undertaken every six (6) months and monitoring for chemical and physical quality shall be undertaken every two (2) years following the initial monitoring. As the Property is located in an area where high uranium concentrations have been found, the Owner shall ensure that each well is sampled and analyzed for uranium after the well has been in service for two months. Where tests indicate unacceptable bacteriological or chemical levels, the Owner shall take appropriate corrective action as recommended by a qualified person hired by the Owner in consultation with the Nova Scotia Department of Environment and Labour. Copies of all test results shall be provided to the Development Officer within twenty-four (24) hours of their receipt by the Owner.

- 9.6 Where individual water wells are proposed for each dwelling unit, the Owner shall ensure that prospective purchasers are advised that the Property is located in an area where high uranium concentrations have been found and that they should ensure that their well is sampled and analyzed for uranium after the well has been in service for two months.

10.0 RADON GAS

- 10.1 As the Property is located in an area where high uranium concentrations have been found, the Owner shall ensure that prospective purchasers of dwelling units are advised that periodic testing and additional construction techniques or procedures may be required to prevent the possible accumulation of radon gas in structures.

11.0 NOVA SCOTIA POWER INC. FLOWAGE RIGHTS

- 11.1 The Owner acknowledges that Nova Scotia Power Inc. has flowage rights on the shoreline of Falls Lake to elevation 341.12 feet (103.98 meters) geodetic. The Owner shall be responsible for ensuring that no dwelling is erected below elevation 341.12 feet (103.98 meters). The Owner acknowledges that any accessory buildings or structures constructed below elevation 341.12 feet (103.98 meters) may be at risk from flooding and are constructed solely at the Owner's risk.

12.0 AMENDMENTS

- 12.1 The provisions of this Agreement relating to the following matters are not deemed to be substantial and may be amended by resolution of Council:
- (a) requirements for design and construction of the roads within the development as contained in clause 5.2(a) herein;
 - (b) requirements for the issuance of approvals and permits as contained in Section 6.0 herein.
- 12.2 Amendments to any matters not identified under Section 12.1 shall be deemed substantial and may only be amended in accordance with the provisions of Section 230 of the *Municipal Government Act*.

13.0 MAINTENANCE

- 13.1 The Owner 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.

- 13.2 The Owner shall maintain the Bridge and Access Road and the internal roads within the Development to a level adequate to allow for access by emergency protection vehicles. At a minimum, potholes and washboarding shall be repaired when traffic must significantly reduce speed or deviate from the normal travel lane, and granular material displaced from the travel portion of the roadway as a result of snow removal shall be retained to re-establish the original cross-section of road each spring.

14.0 LIGHTING

- 14.1 Lighting fixtures designed to provide exterior illumination shall be shielded and installed with the light deflected downward and away from the lake.

15.0 COMMENCEMENT OF CONSTRUCTION

- 15.1 Development as provided in Section 2.0 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 Owner, the Municipality may grant an extension to the date of commencement of development.
- 15.2 If the Owner is bona fide delayed from commencing the development for reasons which are beyond the Owner's 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. The Owner shall be entitled to perform its obligations within the appropriate time period after the expiration of the period of such delay.

16.0 ADMINISTRATION AND ENFORCEMENT

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

17.0 LAND USE BY-LAW

All references in this agreement to the "Land Use By-law" are to the *West Hants Areas Two and Three Land Use By-law*, or its successors.

18.0 COMPLIANCE WITH OTHER BY-LAWS, REGULATIONS, AND STATUTES

The Owner shall comply with the requirements of all by-laws of the Municipality and with all applicable statutes and regulations of the Province of Nova Scotia, and Government of Canada. Where the provisions in this agreement conflict with those of any other municipal, provincial, or federal requirements, the higher or more stringent regulations shall prevail. Provided, however,



that development on the site shall be exempted from the provisions of the Land Use By-law only as particularly provided for in this agreement, and any amendments thereto agreed in writing by the parties, and not otherwise.

19.0 ONUS FOR COMPLIANCE ON OWNER

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

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

21.0 COSTS

The costs associated with the advertising and notification to adjacent property owners required for this agreement or any amendment thereto, as well as the cost of recording and filing all documents in connection with this agreement or any amendment shall be borne by the Owner.

22.0 AGREEMENT AND PERMITS

22.1 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 resolution of Council has been affirmed by the Nova Scotia Utility and Review Board.

22.2 Neither a development permit nor a building permit shall be issued until this Agreement has been entered into by both parties.

23.0 DEVELOPMENT AGREEMENT BOUND TO LAND

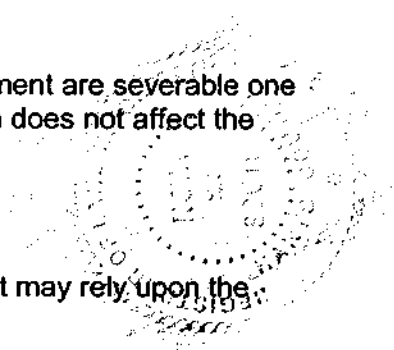
This agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government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

24.0 SEVERABILITY OF PROVISIONS

It is agreed between the parties hereto that the provisions of this Agreement are severable one from the other, and that the invalidity or unenforceability of any provision does not affect the validity or enforcement of any other provision.

25.0 BREACH OF TERMS OR CONDITIONS

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 upon breach by the Owner of any term or condition of this agreement, the Municipality may, after thirty (30) days notice in writing to the Owner, enter and perform any of the terms and conditions of the agreement or terminate the agreement. It is agreed that all reasonable expenses, including costs on a solicitor and client basis, whether arising out of the entry into or from the performance of the terms and conditions may be recovered from the Owner by direct suit and shall form a charge upon the land.

26.0 INTERPRETATION

Where the context required, the singular shall include the plural and masculine gender shall include the feminine and neutral gender. All words appearing in this agreement shall carry the meaning defined in the *West Hants Areas Two and Three Land Use By-law*, except those which may have a specific definition herein.

27.0 TIME

Time shall be of the essence in this agreement.

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:

Annie M Howey
Witness

Annie M Howey
Witness

Shelorde
Witness

Witness

MUNICIPALITY OF THE DISTRICT OF WEST HANTS

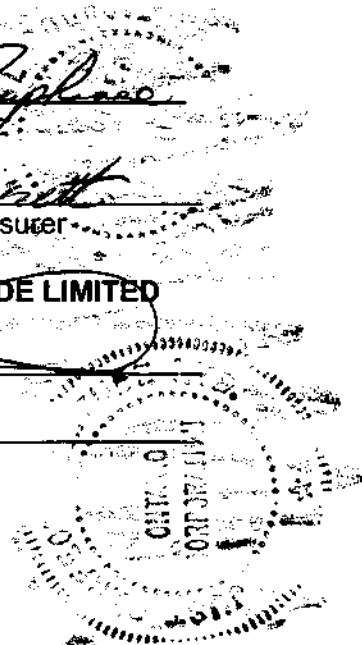
Per: Richard Douglas
Warden

Per: AM Bennett
C.A.O., Clerk-Treasurer

JUST PERFECT SOLITUDE LIMITED

Per: [Signature]

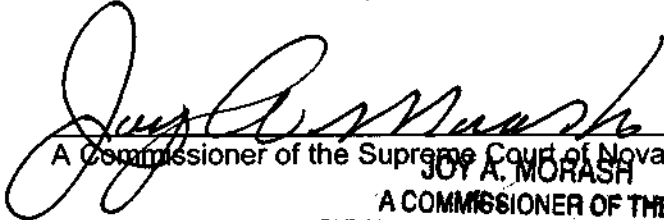
Per: _____



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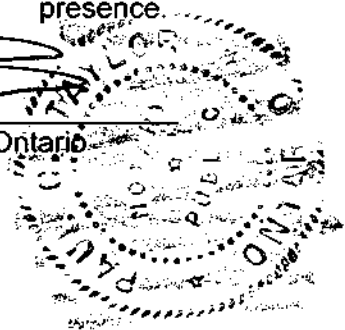
PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS *17th* day of *June*, A.D. 2004, before me, the subscriber,
personally came and appeared *Annie Harvey*, 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 ONTARIO
COUNTY OF

ON THIS *14th* day of *JUNE*, A.D. 2004, before me, the subscriber,
personally came and appeared *JENESTA LALONDE*, a subscribing witness to
the foregoing Indenture, who, having been by me duly sworn, made oath and said that **JUST
PERFECT SOLITUDE 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.


A Notary Public in and for the Province of Ontario


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SCHEDULE "A"

ALL that certain lot, piece or parcel of land situated, lying and being on the Western shore of Falls Lake, near the Community of Vaughan, County of Hants, Province of Nova Scotia conveyed by 2541041 Nova Scotia Limited to 1150759 Ontario Inc. by Warranty Deed dated the 23rd day of December, 1996 and recorded at the Registry of Deeds at Windsor on the 27th day of December, 1996 in Book 797 at page 396 and therein described as follows:

"ALL that certain lot, piece or parcel of land situated, lying and being on the western shore of Falls Lake, near the community of Vaughan, County of Hants, Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at an iron bolt with an aluminum cap set at or near mean high water mark on the western shore of Falls Lake, the said iron bolt with an aluminum cap marking the southeast bound of property owned by Nova Scotia Power Inc. and marking the northeast boundary of the lot herein described; the said iron bolt with an aluminum cap being set the following bearings and distances from Nova Scotia Coordinate Monument No. 16032, a calculated bearing distance of N 24° 23' 34" E, 12,949.57'; S 74° 17' 58" E, 709.86'; N 76° 52' 17" E, 416.60'; N 36° 52' 42" E, 217.16'; N 26° 25' 52" E, 480.64' and N 25° 32' 19" E, 407.78';

THENCE to follow along the southwestern boundary of property owned by Nova Scotia Power Inc., N 44° 35' 49" W, 1072.18' to an iron bolt with an aluminum cap set in a pile of stones and a post and stones marked No. 1536, marking the southeast bound of property owned by Scott World Wide Inc.

THENCE to follow along the southern boundary of property owned by Scott World Wide Inc. N 68° 33' 14" W, 839.45' to an iron bolt with an aluminum cap set on the eastern bank of Five Island Lake Brook;

THENCE to follow along the eastern bank of Five Island Lake Brook, in a general southerly direction to the mouth of the said brook where it empties into Falls Lake;

THENCE to follow along the southern shore of and the western shore of Falls Lake to the point of beginning.

BEARINGS AND DISTANCES to be used as a tie between the iron bolt with an aluminum cap set on the eastern bank of Five Island Lake Brook and the iron bolt with an aluminum cap being the point of beginning are as follows: S 18° 33' 38" W, 289.22' to an iron bolt S 27° 28' 55" W, 440.38'; S 40° 44' 44" E, 271.91'; S 01° 09' W, 758.01'; S 05° 29' 32" W, 170.70'; S 28° 59' 48" E, 167.48'; S 74° 17' 58" E, 709.86'; N 76° 52' 17" E, 416.60'; N 36° 52' 42" E, 217.16'; N 22° 26' 52" E, 480.64' and N 25° 32' 19" E, 407.78'.

The above described parcel of land to contain in all 59 acres more or less as shown on a Plan of Survey No. B-827, surveyed March 18 to 27, 1996 and signed by R.L. Hunt, N.S.L.S. No. 193.

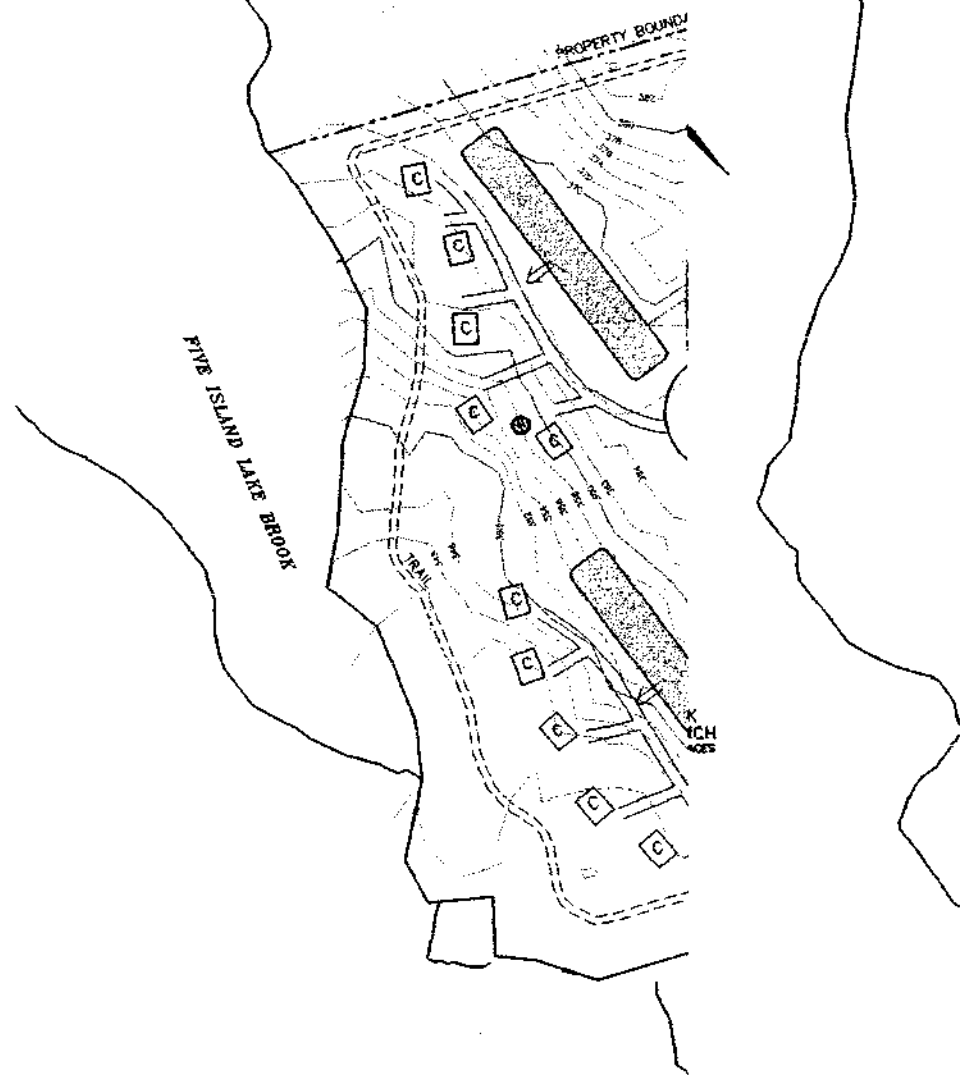
TOGETHER WITH a right of way over an existing road presently under construction from the north side of the New Ross Road to the lands described herein.

RESERVING unto the Grantor and its assigns, an easement to run across the herein described lands for the purpose of constructing and maintaining of a power line, the easement to be of sufficient width to satisfy Nova Scotia Power Corporation."



R.L.H.

P.L.D. No. 4
KIMBERLY-C

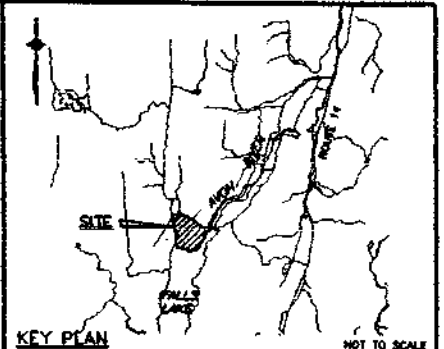


P.L.D. No. 45261385
HER MAJESTY THE QUEEN
CFB HALIFAX

*Falls
Lake*

VARY
AT 25'x32'
TAL

TAL



KEY PLAN NOT TO SCALE

- GENERAL NOTES:**
1. THIS DRAWING ILLUSTRATES GENERAL LOCATIONS FOR DISPOSAL BEDS, WELLS AND HOMES.
 2. ALL DISPOSAL SYSTEMS AND WELLS SHALL BE LOCATED, SELECTED AND INSTALLED TO MEET THE REGULATIONS RESPECTING ON-SITE DISPOSAL SYSTEMS. DISPOSAL SYSTEM TYPE & LOCATION, AS ILLUSTRATED ON THIS PLAN ARE FOR GUIDELINE PURPOSES ONLY.
 3. CONTOUR INTERVAL = 2 FEET. CONTOURS DERIVED FROM FIELD SURVEY.

Schedule "B"

- LEGEND:**
- C AREA SUITABLE FOR COTTAGE LOCATION
 - W AREA SUITABLE FOR DISPOSAL FIELD
 - W WELL (ASSUMED DRILLED) & PUMPHOUSE
 - DIRECTION OF SURFACE DRAINAGE
 - W TEST PIT LOCATION

REV	DATE	BY	DESCRIPTION
5	02 JUN 04	KVM	REVISED BEDS, WELLS, TRAILS, PUMPINGS & SEAL LOCATIONS - ADDED WSP FLOORAGE LIMIT
4	25 NOV 03	KVM	GENERAL REVISIONS
3	19 NOV 03	KVM	GENERAL REVISIONS
2	16 OCT 03	KVM	GENERAL REVISIONS
1	01/12/00	KVM	PHASE 1 REVISION

REVISIONS

KVM
CONSULTANTS LIMITED
PHONE (902) 864-2267
FAX (902) 864-3832

CLIENT
JUST PERFECT SOLITUDE LIMITED

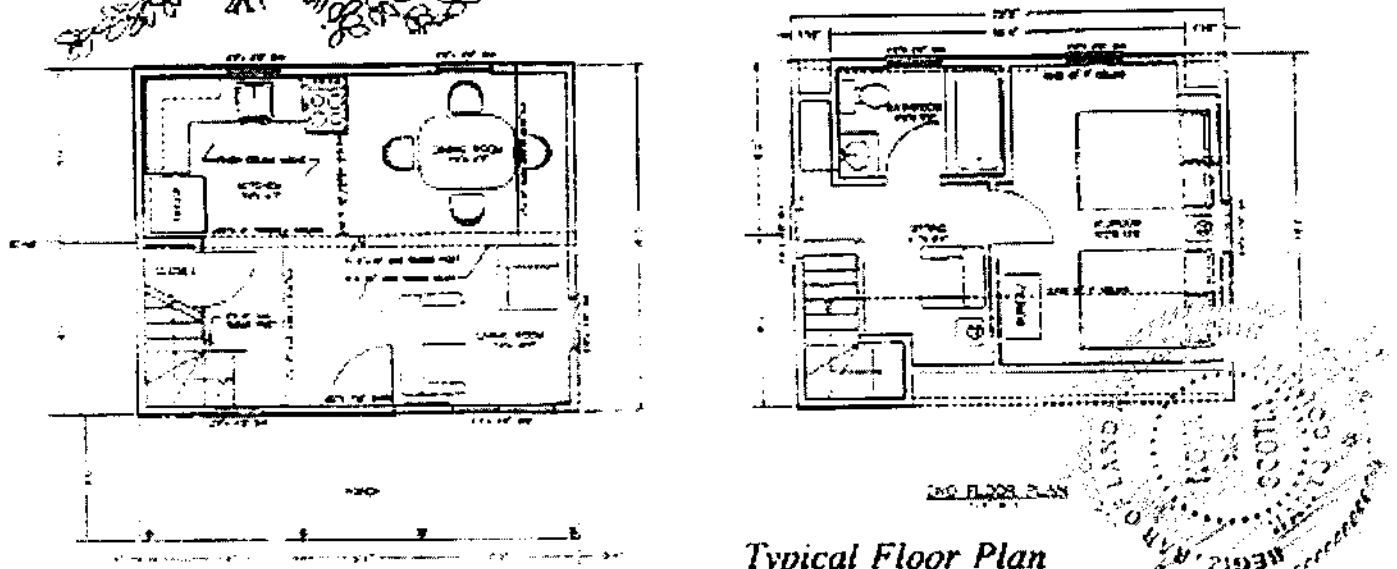
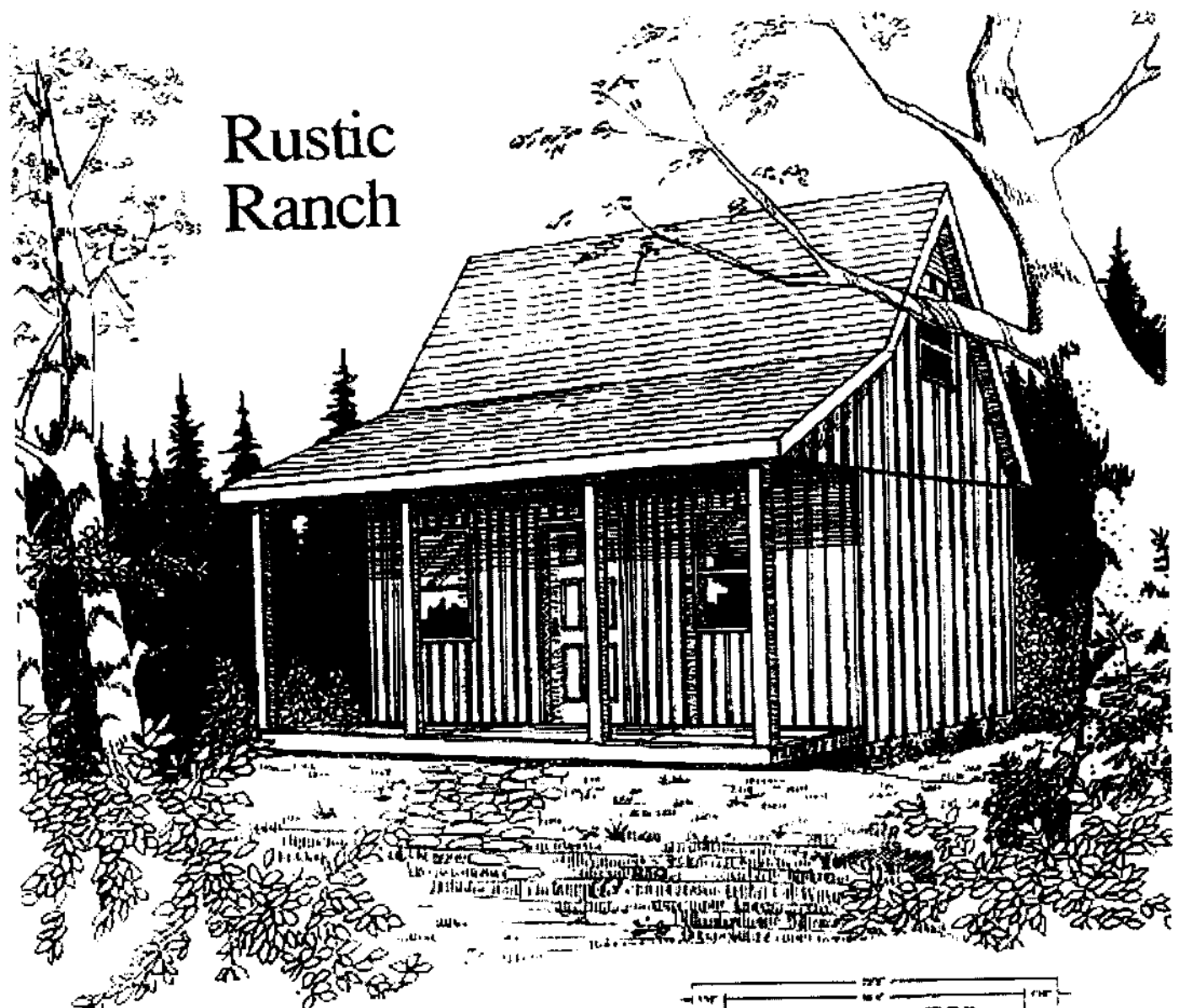
PROJECT TITLE
CANYON POINT FALLS LAKE COTTAGE COMMUNITY

DRAWING TITLE
CONCEPT PLAN

PROFESSIONAL STAMP	PROFESSIONAL STAMP
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DESIGNED	CTP	PROJECT No. 201
DRAWN	GBP	
CHECKED	KVM	DRAWING No. 1 OF 1
SURVEYED	DEONAP SURVEY	
SCALE	1"=50'	
DATE	JANUARY 12, 2000	
FILE No.	201-P101	

Rustic Ranch

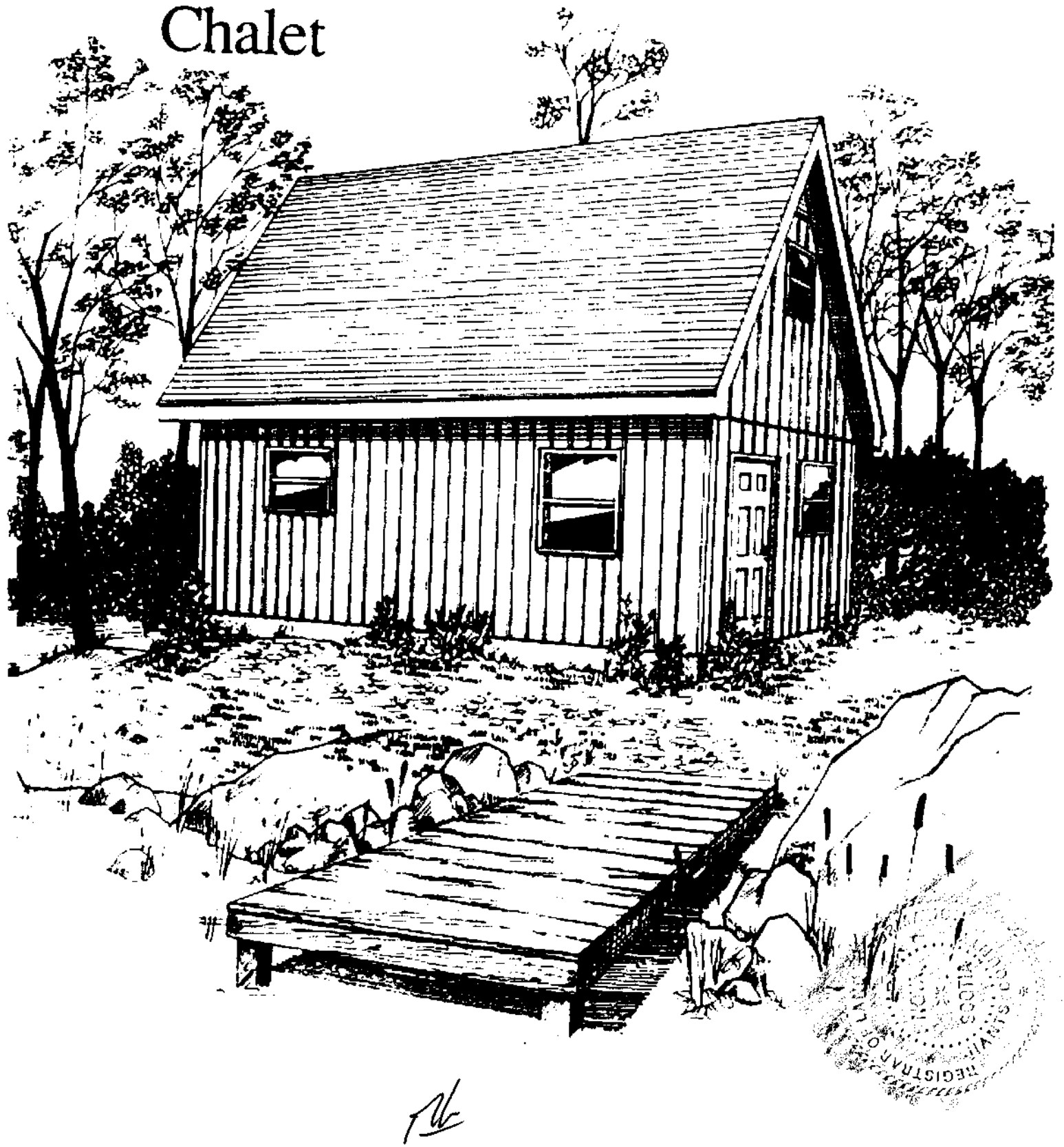


Typical Floor Plan

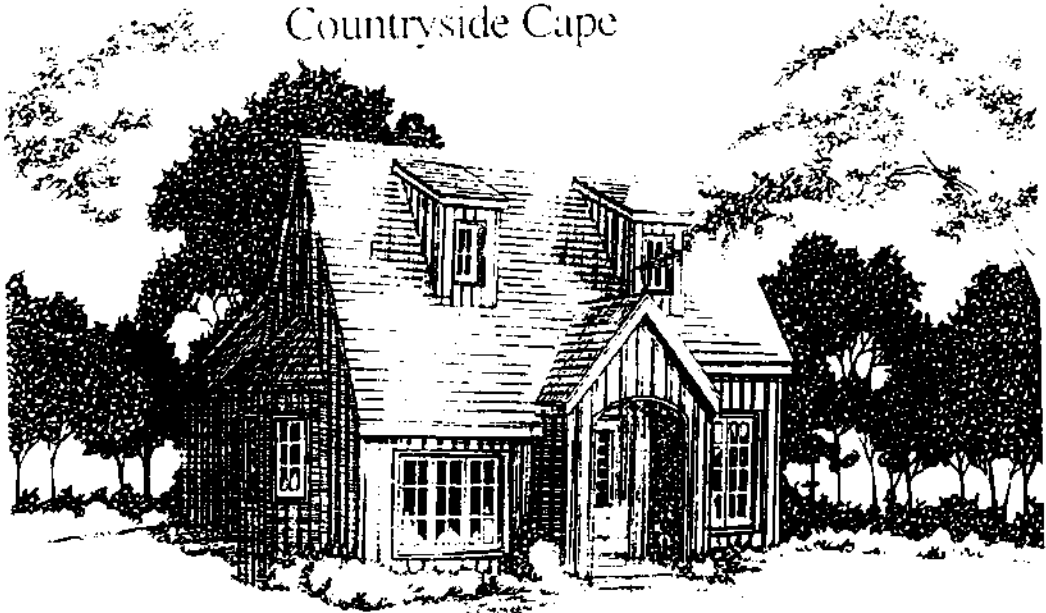
RL



Rustic Chalet



Countryside Cape



You Deserve The Best!

Rosstown Victorian



Strong architectural forms
expressed in a firm way
and this house is so
outstanding a design

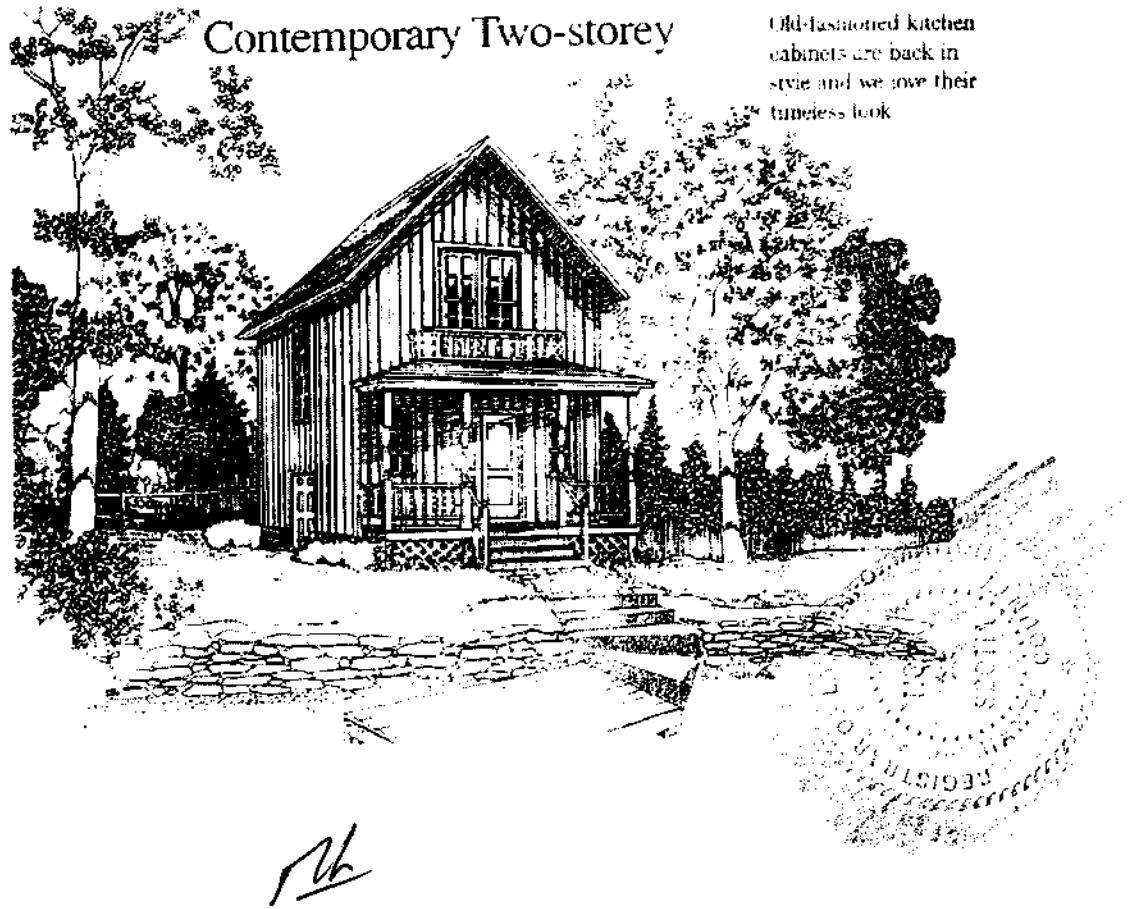
AL

Chalet



Contemporary Two-storey

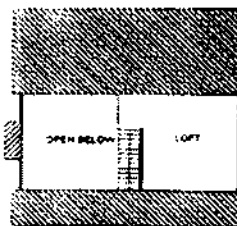
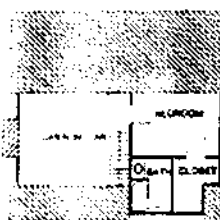
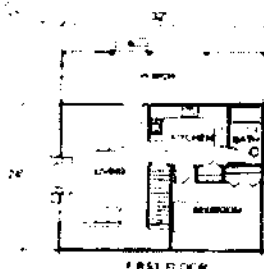
Old-fashioned kitchen cabinets are back in style and we love their timeless look



The Cabin



Our cabin series delivers exceptional living space in 3 well designed models. Shown here is our Rustic Ranch with 1100 sq. ft. second floor. Each design is perfect for vacation, investment or your first home. Relax on the full length porch or lounge inside in the warmth of wood beams and interiors. All of our cabin designs are easily expandable to a 3 bedroom home.



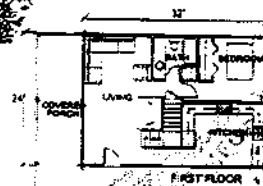
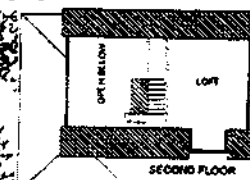
Sugar House



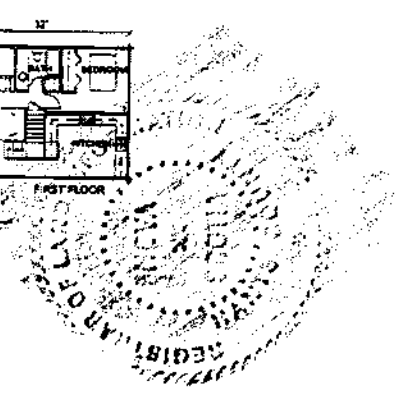
"In 1997 our design team chosen by QVD and we were awarded a contract to construct design and build a 35 unit and a huge ridge. The end result is incredible, we'd love to show you."

Energy Balanced Design

The Sugar House is ideal for a sloping lot and offers up to 1,100 square feet on three floors. A real country charmer, this beauty has a wrap-around timber deck and livingroom with cathedral ceiling. Here, too, the interiors are finished with wood. The Sugar House can easily be expanded to six



PH



The Early Farmhouse



"... CIRCA 1816 design incorporates traditional
cut and beam construction, rough sawn,
2x4 stud work, planking and a board
and batton exterior finish."

New For 1998

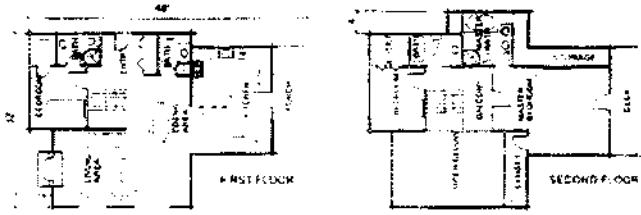
Everyone at Country Home is excited about this new introduction. This is our newest design and has been specially created in response to our customer's request for a rustic home that incorporates the farmhouse design made popular here in Nova Scotia in the mid-1800's. Well, here it is! A full 1 1/2 storey home with an incredible 1 1/2 pitch gambel gable, front covered porch and huge country kitchen.

Nova Scotia Farmhouse Delightfully Comes to Life with Gables, Gothic Transom Windows and Board and Batton Siding.

Pioneer Spirit

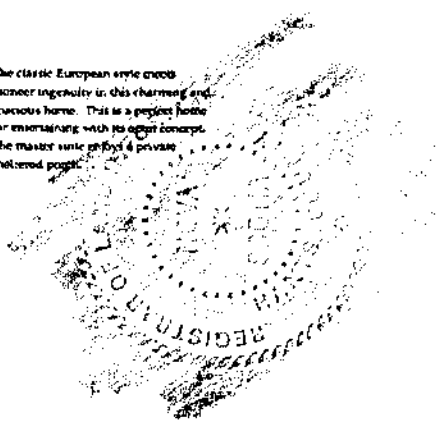


"Years of research and development have enabled us to recreate cabins and structures that reflect our heritage."

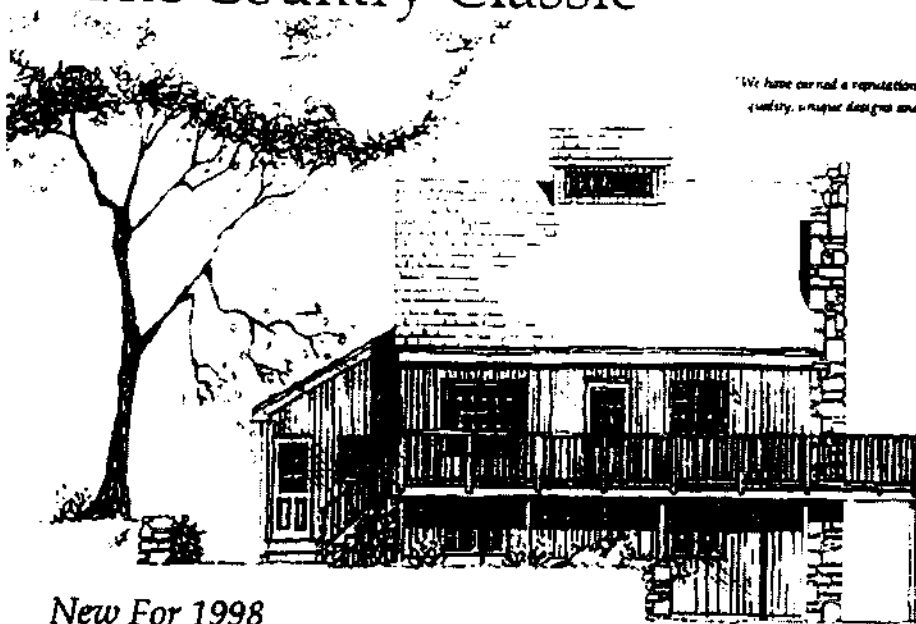


The classic European style meets pioneer ingenuity in this charming and spacious home. This is a perfect home for entertaining with its open concept. The master suite offers a private sheltered space.

TL



The Country Classic



"We have earned a reputation for delivering superior quality, unique designs and affordable pricing."

New For 1998

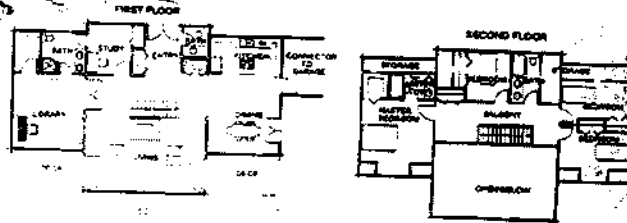
The Country Home offers an affordable, flexible, energy-efficient home that can never be outdated. Because of the infinite variety of floor plans available in our Country Classic model, you have the option of having a daylight basement, 2 or 3 bedrooms on the second level, or 2 bedrooms with a balcony overlooking the first floor. There is even a plan that incorporates a third floor loft area. A popular mudroom is shown here and enters into the kitchen and laundry area. The deck can wrap around the entire house or just run down one side. The choice is yours.

The Country Lodge



"Our Country Homes begin at 450 square feet and go up in size. We have a host of standard designs that can be altered to your specifications, or we can custom design a Country Home specifically for you."

Our Lodge designs are ideal for large families, the tourism industry and vacation compounds. Special features include a large balcony that overlooks the great room and a large living area with a central fireplace with a gable wall of glass. Wow.



FCh

