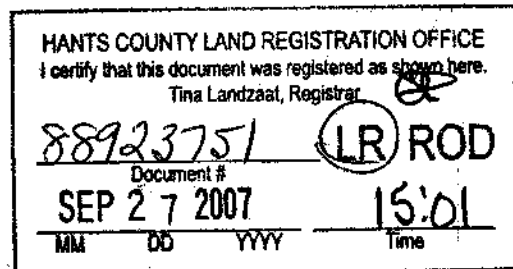


Form 26

Purpose: to record an interest in a parcel; or
to record a power of attorney in the power of attorney roll

For Office Use

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



In the matter of Parcel Identification Number (PID)

PID	45371887
PID	

(Expand box for additional PIDs. Maximum 9 PIDs per form.)

Take notice that the undersigned hereby requests that the registrar record the attached document (select applicable box):

- in the parcel register as a recorded interest
- in the power of attorney roll
- power of attorney registered under the *Registry Act*, for duplication in the power of attorney roll

And further take notice that the following information relates to the interest being recorded:

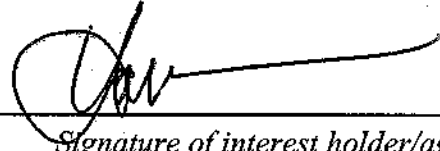
Instrument type	Agreement re Use of Land (Development Agreement) / 406
Expiry date (if applicable)	N/A
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable	Municipality of the District of West Hants, Party to an agreement
Mailing address of interest holder to be added (for power of attorney, provide mailing address for donee)	PO Box 3000, 76 Morison Drive, Windsor, Nova Scotia, B0N 2T0
Name and mailing address power of attorney donor to be added (if applicable)	N/A
Reference to related instrument in names-based roll/parcel register (if applicable) (for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable)	N/A

April 3, 2007

(select all applicable statements)

- And further take notice that the attached document is signed by an 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
 - no power of attorney applies to this document

Dated at Windsor, in the County of Hants, Province of Nova Scotia, September 24th, 2007.



Signature of interest holder/agent

<i>Name</i>	Harold G. S. Adams, Q.C. /Adams & Company
<i>Address</i>	PO Box 2379 189 Gerrish Street, Windsor, NS B0N 2T0
<i>Phone</i>	902-798-8384
<i>Email:</i>	adamsco@ns.sympatico.ca
<i>Fax:</i>	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.

April 3, 2007

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 7th day of August, 2007.

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 -

MEADOWS DEVELOPMENT LIMITED, a body corporate, with head office at Dartmouth, in the Province of Nova Scotia,

(Hereinafter referred to as the "Developer")

OF THE SECOND PART

WHEREAS the Developer owns an 8.9-acre parcel of land located on Falmouth Back Road, Falmouth, hereinafter referred to as the "Property", which lands are more particularly described in Schedule 'A' attached hereto;

AND WHEREAS the Developer has requested that the Municipality enter into a development agreement to allow the development of semi-detached 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 September 13, 2005, pursuant to Policy 4.5.2 of the *Falmouth 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.

2.0 GENERAL REQUIREMENTS AND ADMINISTRATION

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

- 2.2 Except as otherwise provided for herein, the development and use of the Property shall comply with the requirements of the *Falmouth Land Use By-law* (hereinafter referred to as the "Land Use By-law"), as may be amended from time to time.
- 2.3 Except as otherwise provided for herein, the subdivision of the Property shall comply with the requirements of the *West Hants Subdivision By-law* (hereinafter referred to as the "Subdivision By-law"), as may be amended from time to time.
- 2.4 Pursuant to Sections 2.2. and 2.3, nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Municipality applicable to the Property (other than the Land Use By-law and Subdivision By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer or lot owner agrees to observe and comply with 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 and Subdivision 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.

3.0 USE OF LAND AND BUILDINGS

- 3.1 The Developer shall develop and use the Property in reasonable conformance with the General Site Plan attached to this Agreement as Schedule "B". The location of streets, structures and other features shown on Schedule "B" shall be varied only as specifically provided for in this Agreement.
- 3.2 The uses permitted on the Property shall be limited to:
- (a) a maximum of eight (8) semi-detached dwellings which shall be located on the Property as generally shown on Schedule "B", and in accordance with the development standards set out in Section 4.0 of this Agreement;
 - (b) single detached dwellings on the remainder of the property in accordance with the development standards set out in Section 4.0 of this agreement;
 - (c) parks and playgrounds;
 - (d) accessory uses and buildings in accordance with the Land Use By-law; and
 - (e) home occupations in accordance with the Land Use By-law.
- 3.3 No other uses are permitted on the Property.

4.0 DEVELOPMENT STANDARDS

4.1

	Semi-detached dwellings	Single detached dwellings
Minimum lot area	2,100 ft ² (195.09 m ²) per dwelling unit	7,000 ft ² (650.30 m ²)
Minimum lot frontage	25 ft. (7.62 m.) per dwelling unit	70 ft. (21.34 m.)
Minimum front/flankage yard	20 ft. (6.10 m)	25 ft. (7.62 m.)
Minimum rear yard	20 ft. (6.10 m.)	25 ft. (7.62 m.)
Minimum side yard	6 ft (1.83 m.); 0 ft. (0 m.) from common lot boundary	6 ft. (1.83 m.) on one side; 10 ft. (3.05 m.) on the other side
Maximum height of main building	3 storeys	3 storeys
Maximum height of accessory building	15 ft. (4.57 m.)	15 ft. (4.57 m.)

4.2 The requirements for semi-detached dwellings contained in Section 4.1 may be varied to allow not more than four (4) lots with a minimum lot frontage of 15 ft. (4.57 m.) per dwelling unit.

4.3 Exterior design of semi-detached dwellings shall be generally consistent with the architectural design sketches attached to this Agreement as Schedule "C". Building colour shall not be regulated. Cladding material used on accessory buildings shall match the cladding used on main buildings. The Development Officer may approve the addition of porches, verandahs or decks, changes in the number and style of windows or doors, or other minor design changes, provided the overall building design shows the following basic architectural elements:

- (a) vertical windows;
- (b) gable roof;
- (c) gables, dormers or other features to add interest and break up the roof line;
- (d) horizontally aligned cladding; and
- (e) corner boards, frieze boards, and window and door trim; more elaborate trim is encouraged.

4.4 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.

5.0 STREETS AND SERVICES

- 5.1 The layout of public streets within the Development shall be as generally shown on the Schedule "B". The Development Officer, in consultation with the Municipal Engineer, may give consideration to minor incidental changes to the street layout.
- 5.2 All public streets and municipal services within the Development shall be designed and constructed in accordance with the requirements of the Subdivision By-law.
- 5.3 (a) No approvals for the extension of Road A, shown on Schedule "B", into the Development shall be given until Road A has been constructed and accepted as a municipal public street from its intersection with Falmouth Dyke Road to the eastern boundary of the Property.
- (b) As an alternative to the complete construction of Road A as specified in subsection (a), the Developer shall enter into a written agreement with the Municipality and post all required performance sureties as provided by the Subdivision By-law.
- 5.4 The development of new public streets not shown on Schedule "B" for the purpose of development of single detached dwellings, as specified in Section 3.2(b), shall be permitted provided all requirements of the Subdivision By-law are met.

6.0 PARKLAND DEDICATION

- 6.1 Prior to approval of the final plan of subdivision, the Developer shall provide to the Municipality cash, certified cheque, bond, irrevocable letter of credit or other security acceptable to counsel acting on behalf of the Municipality in an amount equal to the cash in lieu provisions for parkland dedication as contained in the Subdivision By-law. Such security shall be held by the Municipality until such time as the Developer conveys useable land to the Municipality in a future phase of the Development. Where the Developer has not conveyed the required land to the Municipality within ten (10) years of the date of final subdivision approval, the Developer shall forfeit all security deposited with the Municipality. Upon the written request of the Developer, the Municipality may grant an extension to the time for conveyance of the required parkland.

7.0 APPROVALS AND PERMITS

- 7.1 Prior to the construction of any dwelling or other structure on the Property, the Developer shall apply for and obtain development and building permits.
- 7.2 No development permit shall be issued until the lot upon which the dwelling or other structure is being built has received final subdivision approval.

8.0 PARKING

8.1 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.

9.0 LANDSCAPING

9.1 The Developer agrees to provide, not later than November 30, 2007, a vegetative buffer of trees and shrubs along the southern boundary of the Property fronting on Falmouth Back Road for the purpose of screening the view of the Development from Falmouth Back Road.

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 resolution of Council:

- (a) changes to the exterior design of the semi-detached dwellings other than the minor changes permitted under Section 4.3;
- (b) lot area, frontage and yard requirements; and
- (c) time limit for providing landscaping as required in Section 9.1.

10.2 Amendments to any matters not identified under Section 10.1 shall be deemed 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 Developer or lot 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.

12.0 LIGHTING

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

13.0 COMMENCEMENT OF CONSTRUCTION

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

development.

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

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 LAND USE BY-LAW

- 15.1 All references in this agreement to the "Land Use By-law" are to the *Falmouth Land Use By-law*, or its successors.

16.0 ONUS FOR COMPLIANCE ON DEVELOPER

- 16.1 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.

17.0 REGISTRATION OF AGREEMENT

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

18.0 COSTS

- 18.1 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 Developer.

19.0 AGREEMENT AND PERMITS

- 19.1 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.

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

20.0 DEVELOPMENT AGREEMENT BOUND TO LAND

- 20.1 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*, whereupon the Land Use By-law shall apply.

21.0 BREACH OF TERMS OR CONDITIONS

- 21.1 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 upon breach by the Developer of any term or condition of this agreement, the Municipality may, after thirty (30) days notice in writing to the Developer, 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 Developer by direct suit and shall form a charge upon the land.

22.0 INTERPRETATION

- 22.1 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 *Falmouth Land Use By-law*, except those which may have a specific definition herein.

23.0 TIME

- 23.1 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:)

Cheryl Chislett)
Witness)

Cheryl Chislett)
Witness)

Jane M. Sodero)
Witness)

_____)
Witness)

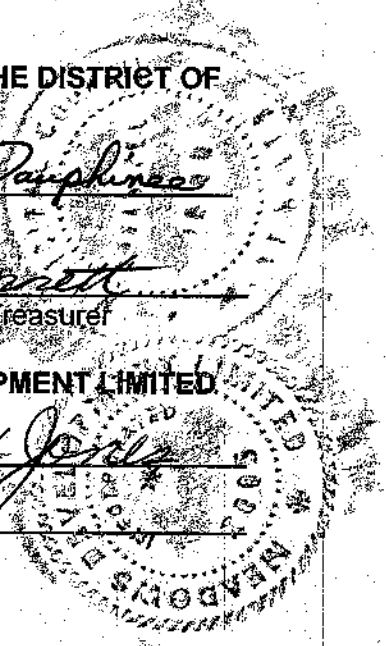
MUNICIPALITY OF THE DISTRICT OF
WEST HANTS

Per: Richard Daiphines
Warden

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

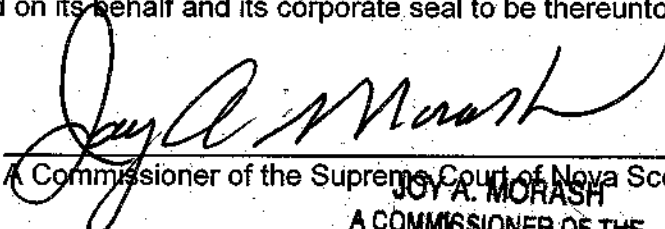
MEADOWS DEVELOPMENT LIMITED

Per: Hugh W. Joslin
Per: _____



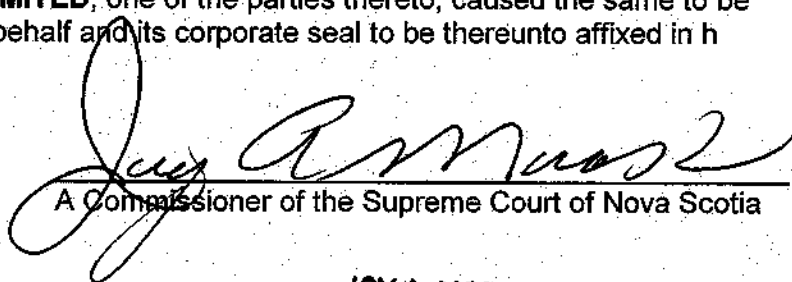
PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 5th day of September, A.D. 2007, before me, the subscriber,
personally came and appeared Cheryl Chislett, 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 h 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

ON THIS 7th day of August, A.D. 2007, before me, the subscriber,
personally came and appeared Jave Sodero, a subscribing witness to
the foregoing Indenture, who, having been by me duly sworn, made oath and said that
MEADOWS DEVELOPMENT LIMITED, one of the parties thereto, caused the same to be
executed in its name and on its behalf and its corporate seal to be thereunto affixed in h
presence.


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

Legal Description
Parcel PH-2
Lands of
Meadows Development Limited

All that certain piece or parcel of land lying and being on the Falmouth Back Road shown on a plan of survey of Parcel PH-2, A subdivision of a portion of Block 1, Lands of Meadows Development Limited, Dated July 4, 2007, signed by Joseph R. Alcorn, N.S.L.S. and is on file as Akerney Surveys Limited Plan No. 054742-PH2-1. Said Lands being more particularly described as follows:

Beginning at a point on the northern boundary of the Falmouth Back Road, said point being at the southwest corner of Lot RS-1 and also being North 74 Degrees 13 Minutes 43 Seconds East a distance of 580.482 metres from Nova Scotia Coordinate Monument number 228341;

THENCE North 14 degrees 23 minutes 22 seconds East a distance of 31.257 metres along the western boundary of said lot RS-1 to a point, said point also being the northwest corner of said lot RS-1,

THENCE South 77 degrees 11 minutes 38 seconds East a distance of 1.829 metres along a portion of the northern boundary of said lot RS-1 to a point at the southwest corner of lot 1-A,

THENCE North 14 degrees 31 minutes 34 seconds East a distance of 45.715 metres along the western boundary of said lot 1-A to a point,

THENCE North 47 degrees 56 minutes 07 seconds West a distance of 44.715 metres to a point,

THENCE North 40 degrees 37 minutes 53 seconds West a distance of 42.781 metres to a point,

THENCE North 11 degrees 04 minutes 18 seconds West a distance of 28.762 metres to a point,

THENCE North 10 degrees 56 minutes 46 seconds East a distance of 47.874 metres to a point,

THENCE South 76 degrees 03 minutes 17 seconds East a distance of 39.375 metres to a point,

THENCE North 15 degrees 31 minutes 27 seconds East a distance of 8.637 metres to a point of curvature,

THENCE in a northerly direction along a curve to the right having a radius of 75.000 metres an arc distance of 11.439 metres to a point,

THENCE North 76 degrees 03 minutes 17 seconds West a distance of 34.315 metres to a point,

THENCE North 13 degrees 11 minutes 42 seconds East a distance of 68.493 metres to a point,

THENCE North 80 degrees 31 minutes 35 seconds East a distance of 12.859 metres to a point,

THENCE North 26 degrees 49 minutes 04 seconds West a distance of 18.455 metres to a point,

THENCE North 13 degrees 11 minutes 42 seconds East a distance of 11.013 metres to a point on the southern boundary of Lot GE-2,

THENCE North 77 degrees 04 minutes 37 seconds West a distance of 101.220 metres along the said southern boundary of Lot GE-2 to a point at the southwest corner of said Lot GE-2,

THENCE South 63 degrees 18 minutes 01 seconds West a distance of 9.559 metres to a point,

THENCE South 21 degrees 48 minutes 32 seconds West a distance of 19.452 metres to a point,

THENCE South 9 degrees 45 minutes 23 seconds East a distance of 24.272 metres to a point,

THENCE South 14 degrees 11 minutes 21 seconds West a distance of 121.279 metres to a point,

THENCE South 00 degrees 36 minutes 06 seconds West a distance of 88.245 metres to a point,

THENCE South 26 degrees 53 minutes 55 seconds East a distance of 34.492 metres to a point,

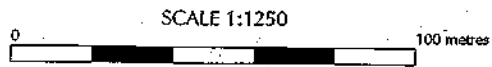
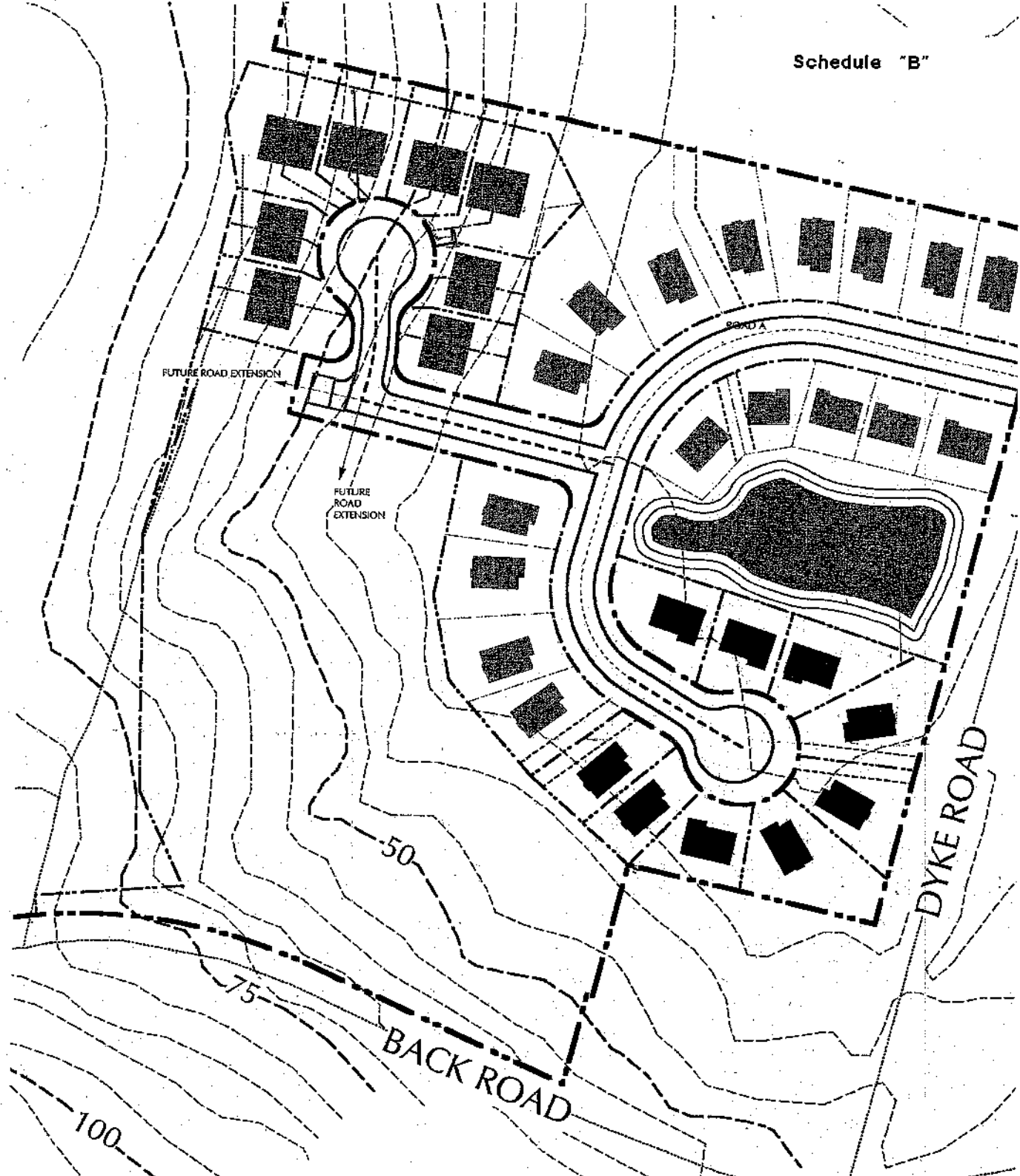
THENCE North 85 degrees 31 minutes 55 seconds East a distance of 48.778 metres to a point,

THENCE South 05 degrees 35 minutes 35 seconds East a distance of 6.471 metres to a point on the northern boundary of Falmouth Back Road,

THENCE in an easterly direction along a curve to the right having a radius of 173.296 metres an arc distance of 91.888 metres along the northern boundary of Falmouth Back Road to a point of curvature,

THENCE South 65 degrees 12 minutes 46 seconds East a distance of 95.463 metres along the northern boundary of Falmouth Back Road to the Point of Beginning. Said lands containing an area of 3.692 Hectares

All bearings are based on 3degree M.T.M. Grid North, Central Meridian 64 degrees 30 minutes West.




SCALE 1:1250


JUNE 29, 2005

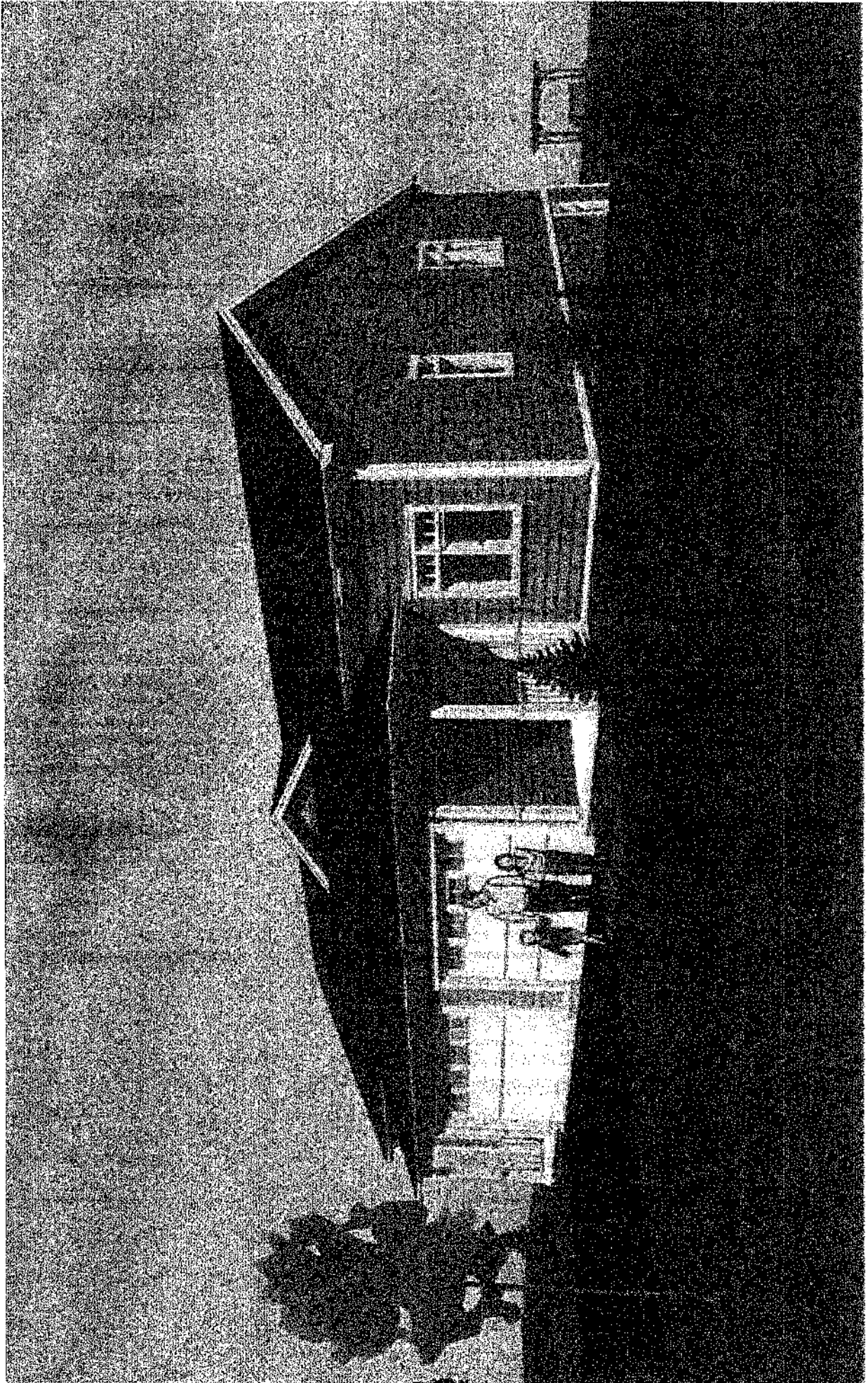
**THE MEADOWS AT FALMOUTH
PHASE 2A**

PREPARED FOR



PREPARED BY





Schedule "C"