

Form 24

Request to Revise the Registration and Certificate of Legal Effect

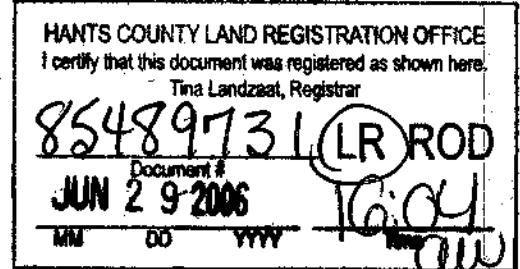
Land Registration Act, S.N.S. 2001, c.6, subsection 18(13)

Land Registration Administration Regulations, subsections 8(1), 8(2), 14(2), 15(2) and 17(4)

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

In the matter of Parcel Identification Number (PID)

PID: 45166329
PID:
<i>(Expand box for additional PIDs.)</i>



- (check if appropriate)* This request and Certificate of Legal Effect includes a *(select one)* benefit/burden that affects another parcel registered under the *Land Registration Act* and a separate Form 24 relating to this *(select one)* benefit/burden is being submitted contemporaneously herewith.
- (check if appropriate)* This request and Certificate of Legal Effect is being used to revise the registration of multiple PIDs. The attached document is a certified copy of a document that is being submitted for registration contemporaneously herewith.
- (check if appropriate)* This request and Certificate of Legal Effect is being used to remove a judgment from the parcel register. The attached document outlines or is the basis upon which the removal of the judgment is being requested.
- (check if appropriate)* This transfer relates to a portion of the above-noted consolidated parcel.
- (check if appropriate)* This transfer of ownership also subdivides land and creates a parcel or parcels 10 hectares or greater in area.
- (check if appropriate)* This request includes the addition of a benefit by adverse possession or prescription over a parcel that has not been registered under the *Land Registration Act*. An abstract of title for the benefit is attached, but no Form 8 Opinion is necessary, as per *Land Registration Administration Regulations*, subsection 8(2).
- (check if appropriate)* This transfer relates to a parcel to which the *Co-operative Associations Act* applies, and the endorsement of the Inspector of Co-operatives appears below.

Signature of the Inspector of Co-operatives
Endorsed for revision under the *Land Registration Act*

Take notice that the transferee hereby requests a revision of the registration of the above-noted

parcel(s), as set out below.

I hereby certify that (*select one paragraph 1*)

1. The legal description of the parcel contained, or referred to, in the attached document is identical to the legal description contained in the parcel register for the property.
2. The following registered interests are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	N/A
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	N/A
Mailing address of interest holder added (if applicable)	N/A
Manner of tenure (if applicable)	N/A
Description of mixture of tenants in common and joint tenancy (if applicable)	N/A
Access type to be removed (if applicable)	N/A
Access type to be added (if applicable)	N/A
Non-resident (to eligible lawyer's information and belief) (Yes/No?)	N/A
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

3. The following tenant in common interests not registered under the *Land Registration Act* are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	N/A
Interest holder and type to be removed (if applicable)	N/A

Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	N/A
Percentage of interest held	N/A
Mailing address of interest holder added (if applicable)	N/A
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

4. After reviewing the judgment roll with respect to the current registered owner(s) of the registered interest in the parcel, the following judgments are incorporated into the parcel register (if no judgments enter "Nil"):

Instru ment Type / Code	Interest Holder Type	Interest Holder/Mailing Address	Names-Based Roll Reference (if applicable)
		NIL	

5. The following benefits (e.g. right of way benefits) are changed in the parcel's registration (insert N/A if not applicable):

Instrument type/code	N/A
Expiry date (if applicable)	N/A
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	N/A
Mailing address of interest holder added (if applicable)	N/A
Servient tenement parcel(s) (list all affected PIDs): <i>Note: If the servient tenement parcel is not registered under the Land Registration Act, you must attach an abstract of title for the servient tenement parcel and a Form 8 Opinion of Title as required by the Land Registration Administration Regulations subsection 8(2).</i>	N/A

Reference to related instrument in names-based roll/parcel register (if applicable)	N/A
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6. The following burdens (e.g. right of way in favour of another person or parcel) are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	Agreement re Use of Land (Development Agreement) / 406
Expiry date (if applicable)	N/A
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	Municipality of the District of West Hants, Party to an Agreement (Burden)
Mailing address of interest holder added (if applicable)	76 Morison Drive, PO Box 3000, Windsor, Nova Scotia, B0N 2T0
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

7. The following recorded interests are changed in the parcel's registration (*insert N/A if not applicable*):

Instrument type/code	N/A
Expiry date (if applicable)	N/A
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	N/A
Mailing address of interest holder added (if applicable)	N/A
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A

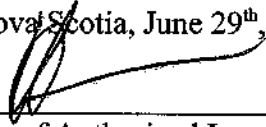
8. I request that the following textual qualifications on title in the above-noted parcel be changed (*insert N/A if not applicable*):

Textual qualification on title to be removed <i>(insert any existing textual qualification being changed, added to or altered in anyway)</i>	N/A
Expiry date of textual qualification on title (if applicable)	N/A
Textual qualification on title to be added <i>(insert replacement textual description)</i>	N/A
Instrument type: 838 <i>(to be used if there is no document attached; insert N/A if an enabling instrument is attached)</i>	N/A

9. The following is the reason for the requested revision to the textual qualifications on title *(for use when no document is attached)*:
-
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10. It is appropriate to revise the parcel registration for the indicated PIDs as certified in this request.

Certified at Windsor, in the County of Hants, Province of Nova Scotia, June 29th, 2006.


Signature of Authorized Lawyer

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

Address: 189 Gerrish Street

PO Box 2379

Windsor, NS B0N 2T0

Phone: (902) 798-8384

Email: adamsco@ns.sympatico.ca

Fax: (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.

THIS AGREEMENT made this 26 day of June, 2006

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 -

PETER J. LEWIS and VALERIE (VAL) A. LEWIS, of Falmouth, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner own certain lands and premises located at 1166 Highway 236, Scotch Village (PID 45166329), 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 for a non-resource commercial retail use and a restaurant pursuant to Policy 11.3.7 of the *West Hants Area One Municipal Planning Strategy*;

AND WHEREAS the Council of the Municipality of the District of West Hants approved this request at a meeting held on My 23, 2006, pursuant to Policy 11.3.7 of the *West Hants Area One Municipal Planning Strategy*;

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained, the Owner and the Municipality hereby agree as follows:

1. USE OF LAND AND BUILDINGS

- (a) The uses permitted on the Property shall be limited to:
- (i) greenhouses, nursery and accessory farm sales outlet for the retail sale of nursery stock and produce grown on the Property;
 - (ii) fabrication of arts and crafts;
 - (iii) retail sales conducted in a wholly enclosed building, except that limited outdoor display may be permitted in accordance with Section 5 herein;
 - (iv) restaurant including an outdoor patio area;
 - (v) existing single unit dwelling;
 - (vi) a new single unit dwelling occupied by an operator or employee of the farm operation; and
 - (vii) accessory building(s).
- (b) No other uses are permitted on the Property, except that any use permitted as-of-right in the underlying zone may be permitted, provided the requirements of the Land Use By-law and this

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Development Agreement can be satisfied and where there is any conflict between the two, the more stringent requirements are to apply.

- (c) The maximum floor area devoted to the uses described in Subsections 1(a)(ii), (iii) and (iv) shall be limited to one thousand five hundred (1,500) square feet exclusive of the outdoor patio area.
- (d) The outdoor patio area described in Subsection 1 (a)(iv) shall be located at the rear of the building.
- (e) The outdoor patio area described in Subsection 1 (a)(iv) shall not exceed three hundred and fifty (350) square feet.
- (f) The new single unit dwelling described in Subsection 1 (a)(vi) must satisfy the requirements of the Land Use By-law and this Development Agreement.

2. YARDS AND EXPANSION OF USE

- (a) The minimum side yard requirement for all uses excluding any single family dwelling shall be 40 feet and the minimum front and rear yards requirement shall be 40 feet.
- (b) The minimum side yard requirements for single unit dwelling shall be the same as the underlying zone requirements set out in the Land Use By-law.
- (c) Nothing in this agreement shall prevent the erection of any new building or the expansion of any existing building on the Property, provided that all requirements of this agreement and the Land Use By-law can be satisfied.

3. HOURS OF OPERATION

The hours of operation for any commercial uses on the property shall be limited to between 6:00am and 11:00pm.

4. PARKING AND ACCESS

- (a) Parking shall be provided on the site in accordance with the parking requirements for commercial uses as set out in the Land Use By-law.
- (b) Access to the property shall be in accordance with the requirements of the Nova Scotia Department of Transportation and Public Works.
- (c) A new driveway entrance to the Property shall be constructed prior to a building permit being issued for any commercial building related to the uses listed in Section 1(a).

5. OUTDOOR STORAGE AND DISPLAY AREAS

- (a) No outdoor storage will be permitted in any required side or front yard.
- (b) Outdoor display areas shall be maintained at all times in a neat and orderly state and shall be limited to:
 - (i) flowers, fruits and vegetables;
 - (ii) arts and crafts; and
 - (iii) nursery stock and products associated with the greenhouse and nursery.

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6. LANDSCAPING

The Owner shall be required to install a planting strip and/or fencing at least five feet (1.52 m) in height in accordance with Schedule "B" of this agreement to screen the commercial use from existing residential dwellings.

7. AMENDMENTS

- (a) The provisions of this Agreement relating to the following matters are not deemed to be substantial and may be amended by resolution of Council:
- (i) outdoor storage and outdoor display areas;
 - (ii) hours of operation; and
 - (iii) dimensions of required parking spaces
- (b) Amendments to any matters not identified under Section 7(a) shall be deemed to be substantial and may only be amended in accordance with the provisions of Section 230 of the *Municipal Government Act*.

8. MAINTENANCE

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.

9. ADMINISTRATION AND ENFORCEMENT

- (a) This Agreement shall be administered by the Development Officer for the Municipality.
- (b) Enforcement of this Agreement shall be the responsibility of the Municipality.

10. LAND USE BY-LAW

All references in this agreement to the "Land Use By-law" are to the *West Hants Area One Land Use By-law*, or its successors.

11. 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 this 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.

12. 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.

13. COSTS

The Owner shall pay all costs associated with the advertising required for this Agreement, the costs of recording and filing this Agreement, as well as all costs associated with any amendment thereof.

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14. AGREEMENT AND PERMITS

- (a) This Agreement shall not be entered into, or signed by both parties, until either the time of 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 Utilities and Review Board.
- (b) Neither a development permit nor a building permit shall be issued until this Agreement has been entered into by both parties.

15. 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*.

16. 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 enforceability of any other provision.

17. 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 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 terminate the Agreement. 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.

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IN WITNESS WHEREOF this agreement was properly executed by the respective parties on the day and year first above written.

SIGNED, SEALED AND DELIVERED)
in the presence of:)

Cheryl Christoff)
A. A. Holland)

Witness)

Cheryl Christoff)
Witness)

A. A. Holland)
Witness)

A. A. Holland)
Witness)

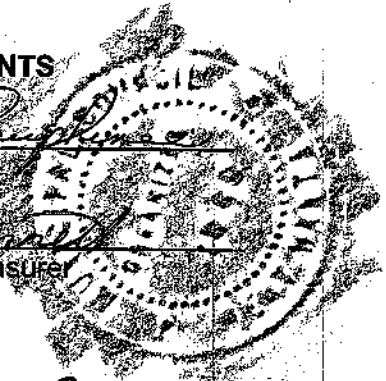
MUNICIPALITY OF THE
DISTRICT OF WEST HANTS

Per: Richard Daugherty
WARDEN

Per: Onk...
C.A.O., Clerk-Treasurer

Per: P. J. Lewis
Peter J. Lewis

Per: V. A. Lewis
Valerie (Val) A. Lewis



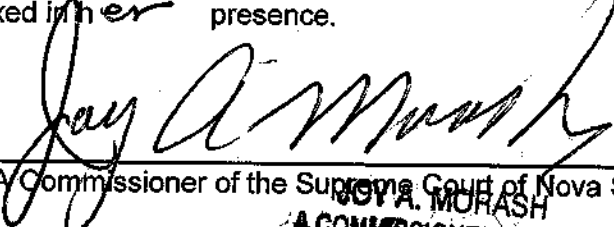
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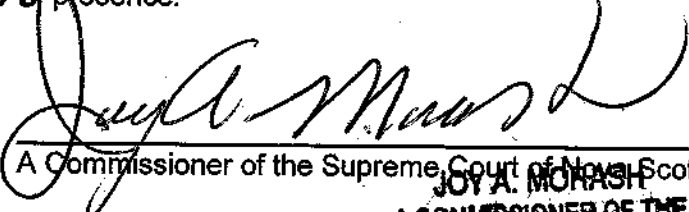
PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 26 day of June, A.D. 2006, before me, the subscriber, personally came and appeared Cheryl Christoff, 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

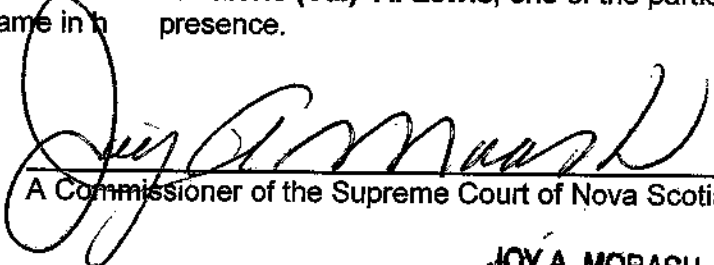
PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 26 day of June, A.D. 2006, before me, the subscriber, personally came and appeared AA Holland, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **Peter J. Lewis**, one of the parties thereto, signed, sealed and delivered the same in his 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 HANTS

ON THIS 26 day of June, A.D. 2006, before me, the subscriber, personally came and appeared AA Holland, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **Valerie (Val) A. Lewis**, one of the parties thereto, signed, sealed and delivered the same in her presence.


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

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Schedule A

ALL those lands and premises situate at or near Scotch Village in the County of Hants and Province of Nova Scotia, which are described as follows:

BEGINNING on the southern side of the Kennetcook River at the mouth of a creek dividing the lands hereby conveyed from lands now or formerly of one Percy Cochran;

THENCE southeasterly along the said creek to the line of lands of G.O. Smith;

THENCE following in a southeasterly direction the line of lands of the said G.O. Smith, line of lands of Charles Rhodes and Clifford Thenholm, to the lands of the Dominion Atlantic Railway Company;

THENCE northeasterly along the said lands of the said Dominion Atlantic Railway Company to the line of lands of Alton Rhodes;

THENCE northwesterly along the line of lands of Alton Rhodes, lands of Clyde Weir and of Harry Salter to the Kennetcook River;

THENCE southwesterly down the said river, its various courses to the creek at the place of beginning.

BEING AND INTENDED TO BE a portion of the lands and premises conveyed by two certain Deeds, one from Lila Johnson et vir to Lester Weir and the said Grantor, Clarence Weir, dated the 18th day of April, 1908 and recorded in the office of the Registrar of Deeds at Windsor, in the County of Hants, in Book 103 at Page 223 and the other from Leslie Macumber to the said Grantor, Clarence Weir dated the 3rd day of April, 1909 and recorded in the said office in Book 104 at Page 710.

Which said portion hereby conveyed comprises the lands conveyed by the aforementioned deeds lying between the Kennetcook River on the north and the lands of the Dominion Atlantic Railway on the south, excepting nevertheless thereout and therefrom all or any public road or roads running through the said property.

SAVING AND EXCEPTING therefrom all that lot of land conveyed by Herman Parker and wife to Howard E. Salter by Deed dated June 4, 1954 and recorded at Windsor, Nova Scotia, in Book 219 at Page 54, containing one half acre being described as follows:

ALL that certain tract of land situated lying and being in Scotch Village, County and Province aforesaid and bounded and described as follows:

Beginning on the north side of the lane leading to Harry Salters House and Farm at an apple tree on the lane in an easterly direction one chain and seventy two links, until it strikes Harry Salters land;

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THENCE following Harry Salters line in a northerly direction until it strikes the Kennetcook River;

THENCE along the river in a westerly direction one chain and seventy two links to a stub marking the boundary of Herman Parkers land;

THENCE along the said line in a southerly direction to the place of beginning.

Containing one half acre more or less.

ALSO SAVING AND EXCEPTING therefrom all that lot conveyed by Herman Parker and wife to Harold Hazel by Deed dated August 17, 1971 and recorded at Windsor in Book 289 at Page 606 and containing seven acres being described as follows:

ALL that lot of land situate at or near Scotch Village in the County of Hants and Province of Nova Scotia and described as follows:

BEGINNING at a stake on the north side of highway number 236 marking the southwest corner of the Harry Salter lot;

THENCE north thirty six and one quarter degrees west six hundred and ninety five feet to a marker;

THENCE south sixty and one half degrees west two hundred and eighty four feet to a stake;

THENCE north fourteen degrees west three hundred feet more or less to the Kennetcook River;

THENCE westerly along the River six hundred feet more or less to the high water mark at the mouth of a creek;

THENCE south twenty eight degrees west up the creek one hundred feet;

THENCE south forty degrees west up the creek eighty feet;

THENCE south twenty four degrees east two hundred and twenty-five feet to a post on the north side of highway number 236;

THENCE easterly and southeasterly along the highway one thousand four hundred and twenty eight feet to the point of beginning.

Containing 7 acres more or less.

ALSO SAVING AND EXCEPTING therefrom all that lot conveyed by Herman Parker and wife to Harry Salter by Deed dated September 17, 1971 and recorded at the Registry of Deeds at Windsor, N.S. in Book 292 at Page 319 and containing three quarters of an acre described as follows:

ALL that lot of land at Scotch Village in the County of Hants described as follows:

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BEGINNING at a point on the north side of the lane leading to Harry Salter's lands marking the most southerly corner of the Daisy Salter lands;

THENCE north fourteen and one half degrees west two hundred feet more or less to the Kennetcook River;

THENCE westerly one hundred and fifty feet more or less to lands of Harold Hazel;

THENCE south fourteen degrees east along the Harold Hazel's line two hundred and fifty feet or to the north side of the lane;

THENCE north sixty and one half degrees east one hundred and fifty six feet to the point of beginning containing three quarters of an acre more or less.

ALSO SAVING AND EXCEPTING therefrom all that lot of land described as follows:

BEGINNING on south boundary of the road from Scotch Village to Kennetcook at the east boundary of lands of Carl Rhodes;

THENCE along Carl Rhodes boundary southerly 150 feet;

THENCE easterly parallel to the said road 280 feet;

THENCE northerly parallel to Carl Rhodes east boundary 150 feet to the south boundary of the said road;

THENCE westerly along the said road 280 feet to the place of beginning.

ALSO SAVING AND EXCEPTING THEREFROM all that lot conveyed by Clarence Weir and Annie Jeanetta Weir to George O. Smith by Deed dated April 22nd, 1946 and recorded at the Registry of Deeds in Windsor, N.S. on September 22, 1949 in Book 184 at Page 524 under No. 428.

SAVING AND EXCEPTING THEREFROM:

All that certain lot, piece or parcel of land situate, lying and being at or near Scotch Village, in the County of Hants, in the Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a survey marker set in the north sideline of Old Scotch Village Road (listed - abandoned) at the southwest corner of lands now or formerly of Emery McLellan and Margaret McLellan;

THENCE north thirty five degrees thirty minutes west along the west sideline of said lands now or formerly of McLellan six hundred and twenty four decimal forty feet to a survey marker set in the south sideline of Provincial Highway No. 236;

A. H. H.

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[Signature]

THENCE north seventy seven degrees twelve minutes fourteen seconds west along the south sideline of Provincial Highway No. 236 one hundred and sixty two decimal zero zero feet to a survey marker set;

THENCE in a northwesterly direction continuing along the south sideline of Provincial Highway No. 236 and the arc of a curve an arc distance of four decimal zero feet to a survey marker set;

THENCE south seventy eight degrees eighteen minutes west continuing along the south sideline of Provincial Highway No. 236 fifty one decimal zero feet to a survey marker set;

THENCE in a southwesterly direction continuing along the south sideline of Provincial Highway No. 236 and the arc of a curve an arc distance of thirty three feet to a survey marker set;

THENCE south eleven degrees fifty four minutes twenty six seconds east six hundred and forty seven decimal zero two feet to a survey marker set in the north sideline of Old Scotch Village Road;

THENCE north seventy seven degrees thirty nine minutes thirty six seconds east along the north sideline of Old Scotch Village Road four hundred and eighty four decimal sixty eight feet or to the place of beginning.

BEING AND INTENDED TO BE all of Lot RM-1 as depicted on a Plan Survey showing subdivision of lands of Robert J. Morgan, prepared by Harry T. Ashcroft, N.S.L.S. dated August 11, 1982 and approved by the Municipality of West Hants on September 10th, 1982 under Plan No. 27/82.

ALSO SAVING AND EXCEPTING all those lands lying to the southeast of the old Scotch Village Road.

The subdivision is validated by Section 291 of the Municipal Government Act.

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**Schedule B
General Site Plan**
PID: 45166329
1166 Highway 236
Scotch Village

Prepared by:
Windsor-West Hants
Joint Planning Advisory Committee
May 2006

Not to Scale

Base data derived from the Nova Scotia
Property Records Database (NSPRD),
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of the Province of Nova Scotia.

