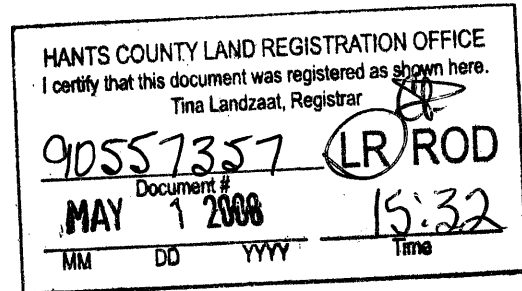


**Form 24**

*Purpose: to request or direct a revision of title and Certificate of Legal Effect*

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 45036407	
PID	

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

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)
- This Form 24 creates or is part of a subdivision or consolidation

**TAKE NOTICE THAT** a revision of the registration of the above-noted parcel(s), is hereby requested or directed, as set out below.

**AND FURTHER TAKE NOTICE THAT** the attached document is signed by attorney for a person under a power of attorney, and the power of attorney is (select one or more)

- recorded in the attorney roll
- recorded in the parcel register
- incorporated in the document
- no power of attorney applies to this document

*(Select all appropriate boxes)*

- The following registered interests are changed in the parcel's registration

<b>Instrument type</b>	
<b>Interest holder and type to be removed</b> (if applicable)	
<b>Interest holder and type to be added</b> (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative)</i> (if applicable)	



<b>Mailing address of interest holder to be added</b> (if applicable)	
<b>Manner of tenure</b> (if applicable)	
<b>Description of mixture of tenants in common and joint tenancy</b> (if applicable)	N/A
<b>Access type to be removed</b> (if applicable)	N/A
<b>Access type to be added</b> (if applicable)	N/A
<b>Percentage or share of interest held</b> ( <i>for use with tenant in common interests</i> )	N/A
<b>Non-resident</b> (to qualified solicitor's information and belief) ( <i>Yes/No?</i> )	
<b>Reference to related instrument in parcel register</b> (if applicable)	N/A
<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 following tenant in common interests that appear in the section of the parcel register 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's registration:

<b>Instrument type</b>	
<b>Interest holder and type to be removed</b> (if applicable)	



<b>Interest holder and type to be added</b> (if applicable) <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> (if applicable)	
<b>Servient tenement parcel(s)</b> <i>(list all affected PIDs):</i>	
<b>Reference to related instrument in names-based roll/parcel register</b> (if applicable)	
<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>	

x The following burdens are to be added in the parcel's registration:

<b>Instrument type</b>	<b>Development Agreement/406</b>
<b>Interest holder and type to be removed</b> (if applicable)	N/A
<b>Interest holder and type to be added</b> (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative)(if applicable)</i>	<b>The Municipality of the District of West Hants/ Party to an Agreement (Burden)</b>
<b>Mailing address of interest holder to be added</b> (if applicable)	<b>PO Box 3000 76 Morison Drive, Windsor, NS B0N 2T0</b>
<b>Reference to related instrument in names-based roll/parcel register</b> (if applicable)	
<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 following recorded interests are to be added and/or removed in the parcel's registration:

<b>Instrument type</b>	
<b>Expiry date</b> (if applicable)	
<b>Interest holder and type to be removed</b> (if applicable)	
<b>Interest holder and type to be added</b> (if applicable) <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> (if applicable)	



<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>	
--	--

I request that the following textual qualifications on the registered interest in the above-noted parcel be changed:

<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>	

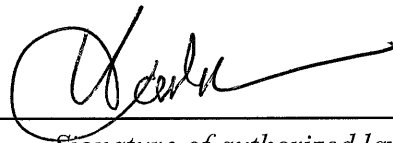
I request that the following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, be changed *(insert n/a if not applicable)*

<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 it is appropriate to make the above-noted changes to the parcel register(s) for the indicated PIDs.

Certified at Windsor, in the County of Hants, Province of Nova Scotia, on May 1, 2008.



*Signature of authorized lawyer*

Name **Harold G. S. Adams, Q.C.**  
 Address **PO Box 2379, 189 Gerrish Street,  
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.



## DEVELOPMENT AGREEMENT

**THIS AGREEMENT** made this                      day of                      , 2008.

### 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 -

**WINDSOR ELMS VILLAGE FOR CONTINUING CARE SOCIETY**, a Society incorporated under the *Societies Act*, with registered offices at Windsor, in the County of Hants and Province of Nova Scotia, (Hereinafter referred to as the "Developer")

OF THE SECOND PART

**WHEREAS** the Developer is the registered owner of an 18.5 acre parcel located at Falmouth Dyke Road, Falmouth (PID 45036407) hereinafter referred to as the "Property", which land is 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 Property to be used for a long term care facility (the "Development"), pursuant to Policy 4.2.0 of the *Falmouth Municipal Planning Strategy*;

**AND WHEREAS** the Council of the Municipality of the District of West Hants at a meeting held on February 12, 2008, approved this request and adopted this Development Agreement by policy;

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

- (i) Schedule A – Legal Description;
- (ii) Schedule B – Site Plan;
- (iii) Schedule C – Concept Site Sketch;
- (iv) Schedule D – Household and Neighbourhood Concept Plan;
- (v) Schedule E – Main Entrance Concept; and
- (vi) Schedule F – Exterior Elevations.

**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 "Accessory building" means a subordinate building or structure on the same lot as the main building, devoted exclusively to an accessory use, but does not include a building attached in any way to the main building, a building located completely underground or a motor vehicle, truck body, transport trailer or any part thereof.

*RP*      *or.*      *Onit*

- 1.2 "Long Term Care Facility" means a nursing home licensed under the *Homes for Special Care Act*.
- 1.3 "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 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 Nothing in this Agreement shall exempt or be taken to exempt the Developer or any other person from complying with the requirements of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Province of Nova Scotia, and the Developer agrees to observe and comply with such laws, by-laws and regulation in connection with the development and use of the Property.
- 2.4 Where provisions of the 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.
- 2.5 The provisions of the 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 conformance with the Site Plan attached to this Agreement as Schedule B. The location of roadways, parking, 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:
- (i) a Long Term Care Facility containing not more than 108 beds;
  - (ii) accessory uses to (i) including but not limited to:
    - a) seniors day care; and
    - b) recreation programs.
  - (iii) offices for the management and administration of the long term care facility;
  - (iv) retail commercial uses and personal service uses not exceeding a total of 1,000 square feet;
  - (v) parks and playgrounds; and
  - (vi) accessory building(s) in accordance with the Land Use By-law.

## **4.0 BUILDING DESIGN AND APPEARANCE**

- 4.1 The exterior design of the long term care facility shall be consistent with the architectural design sketches attached as Schedules E and F to this agreement. 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 changes, provided the overall building design shows the following basic architectural elements:

- (i) a peaked roof which creates the appearance of a sloped roofline;
- (ii) a maximum of two storeys; and
- (iii) corner boards and window and door trim.

4.2 A flat roof may be constructed to aid with storm water drainage provided Part 4.1(i) of this Agreement can be satisfied.

4.3 Nothing in this Agreement shall prevent the reconstruction, repair or renovation of any building on the Property provided all requirements of this agreement can be met.

## **5.0 ACCESS AND SERVICES**

5.1 The driveway through the development shall be as shown on the Site Plan attached to this Agreement as Schedule B. The Development Officer, after consultation with the Municipal Engineer, may in his/her sole discretion approve minor incidental changes to the layout.

5.2 The driveway shall be designed by a professional engineer and shall:

- (i) provide a minimum driveway allowance of 50 feet in width; and
- (ii) be paved with a minimum paved surface of no less than 20 feet in width.

5.3 A driveway to Falmouth Back Road shall be designed by a professional engineer and built, maintained and clearly signed to allow access for emergency, delivery and service vehicles.

5.4 Municipal services within the development shall be designed and constructed in accordance with the requirements of the Municipal Services Specifications Manual. Detailed design plans of the water and sewer servicing and storm water systems shall be approved by the Municipal Engineer prior to construction.

## **6.0 STORM DRAINAGE**

6.1 The Developer shall design and construct a storm water system in compliance with the requirements of the Municipal Services Specifications Manual.

## **7.0 LANDSCAPING**

7.1 Landscaping on the site shall be in conformance with the Concept Site Sketch attached to this Agreement as Schedule C. The Development Officer in his/her sole discretion may approve minor incidental changes to the landscaping.

7.2 The Developer shall provide a continuous planting strip as shown on Schedule C for the purpose of screening the building and structures erected pursuant to the development from the view of properties fronting on Falmouth Dyke Road and screening the main driveway on Falmouth Dyke Road from the view of abutting properties which shall consist of:

- (i) a continuous row of trees with a minimum height of 5 feet (1.52 m) spaced no more than 20 feet on centre;
- (ii) a continuous hedge of evergreens or shrubs spaced no more than five feet apart; or
- (iii) a combination of (i) and (ii).

## **8.0 SEDIMENTATION CONTROL**

8.1 During any construction, all exposed soil shall be stabilized immediately so as to effectively control erosion of the soil.

8.2 The Developer shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a professional engineer, unless otherwise directed by

the Department of Environment and Labour and also agrees to assume sole responsibility for compliance with all environmental regulations of the Department of Environment and Labour.

## **9.0 PARKING**

- 9.1 For the 108 bed Long Term Care Facility, a minimum of 120 parking spaces shall be provided, with each space having minimum dimensions set out in the Land Use By-law.
- 9.2 For accessory uses, parking spaces shall be provided in conformance with the requirements of the Land Use By-law.
- 9.3 The Development Officer may grant a variance in the number of required parking spaces.

## **10.0 LIGHTING**

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

## **11.0 AMENDMENTS**

- 11.1 The provisions of this Agreement relating to the following matters are not substantive and may be amended by policy of Council without the requirement for a public hearing:
  - (i) landscaping plans as shown on Schedule C – Concept Site Sketch.
- 11.2 Amendments to any matters not identified under Clause 11.1 are substantive and may only be amended in accordance with the provisions of Section 230 of the *Municipal Government Act*.

## **12.0 MAINTENANCE**

- 12.1 The Developer 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.

## **13.0 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 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 in accordance with Section 229 of the *Municipal Government Act*. Upon the written request of the Developer, by policy of Council, the Municipality may grant an extension to the date of commencement of the 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 and the time period for the Developer to perform its obligations shall be extended by the Development Officer in writing for an equivalent period.

## **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 Burden on the Registered Interests upon the Property, described as "Agreement re use of land".

## **18.0 COSTS**

- 18.1 The Developer shall pay all costs associated with the advertising required for this Agreement, the costs of recording this Agreement, as well as all costs associated with any amendment thereof.

## **19.0 AGREEMENT AND PERMITS**

- 19.1 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 policy of Council has been affirmed by the Nova Scotia Utilities and Review Board.
- 19.2 Neither a development permit nor a building permit shall be issued until this Agreement has been executed by both parties and recorded at the Registry of Deeds in Windsor, Hants County, Nova Scotia.

## **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*.

## **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 may, if thirty (30) days notice in writing has been provided to the Developer, 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 development agreement, including the removal or destruction of any thing that contravenes the terms of 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.

## **22.0 WRITTEN NOTICE**

- 22.1 The Municipality may serve notice on the Developer by registered mail addressed to United Church Senior Citizens' Home, Windsor, Nova Scotia 590 King Street, Windsor, NS B0N 2T0 or at any other address provided by the Developer.
- 22.2 The Developer may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, Municipality of the District of West Hants 76 Morison Drive, PO Box 3000, Windsor, NS, B0N 2T0

**THIS AGREEMENT** shall run with the land described in Schedule "A" attached hereto and be binding upon the Developers, Owners, heirs, assigns, mortgages, leasees, successors and occupiers of the property from time to time.

**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 Christoff  
Witness  
Cheryl Christoff  
Witness

[Signature]  
Witness  
[Signature]  
Witness

**MUNICIPALITY OF THE  
DISTRICT OF WEST HANTS**

Per: Richard J. Proulx  
WARDEN

Per: [Signature]  
C.A.O. Clerk-Treasurer

**WINDSOR ELMS VILLAGE FOR  
CONTINUING CARE SOCIETY**

Per: Shirley Keen, CEO.

Per: Marcia Penny  
Vice-Chair



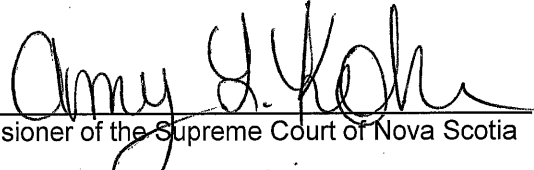
PROVINCE OF NOVA SCOTIA )  
COUNTY OF HANTS )

ON THIS \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2008, before me, the subscriber, personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE MUNICIPALITY 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

PROVINCE OF NOVA SCOTIA )  
COUNTY OF HANTS )

ON THIS 28 day of April, A.D., 2008, before me, the subscriber, personally came and appeared Gerald Raymond, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WINDSOR ELMS VILLAGE FOR CONTINUING CARE SOCIETY**, 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

**AMY L. KOHLER**  
A Commissioner of the  
Supreme Court of Nova Scotia

*AK* *OR* *RD*

## SCHEDULE A

ALL that certain lot, piece or parcel of land situate, lying and being in Falmouth, in the County of Hants, Province of Nova Scotia, bounded and described as follows:

Northeastwardly on the Old Horton Road;

Northwestwardly on a laid out road which has never been opened;

Southwestwardly on lands of the late Elisha Porter and;

Southeastwardly by road to the Village passing Amos Lunn's house;

CONTAINING an area of twenty acres more or less.

AND ALSO

ALL that certain piece or parcel of land situate in Falmouth, in the County of Hants, Province of Nova Scotia, bounded and described as follows:

Situate on the northwest side of the main road:

BEGINNING at the southeast angle of land now owned by Edward Porter and running northerly along the line of the said Edward Porter, until it comes to land owned by Lavinia Smith;

THENCE running southerly along the line of Lavinia Smith and Matthew Sexton until it comes to the angle of Matthew Sexton's land;

THENCE running along the said Sexton's land in a line parallel with the said Edward Porter's line, until it comes to land occupied by William Cochrane;

THENCE along William Cochrane's line several courses thereof to the main road;

THENCE along the main road to the place of beginning.

SAVING AND EXCEPTING THEREOUT that lot of land conveyed to Monston Porter by deed recorded at the Registry of Deeds in and for Hants County in Book 206, Page 73 bounded and described as follows:

Northeasterly by lands owned formerly by late William Lunn;

Southwesterly by lands owned by Edward Porter;

Southeasterly by lands owned by Edward Porter;

Northeasterly by the Old Horton Road so called.

Containing an area of 1/2 acre more or less.

ALSO SAVING AND EXCEPTING THEREOUT that lot of land conveyed to Margaret Belton by deed recorded at the Registry of Deeds in and for Hants County in Book 231, Page 585 bounded and described as follows:

ALL that lot of land at Falmouth, in the County of Hants, Province of Nova Scotia described as follows:

BEGINNING at a stake on the South side of the highway leading from Falmouth to Upper Falmouth marking the Northwest corner of the old school lot;

THENCE South thirty-five and three quarter degrees West along the old school lot one hundred and sixty-two feet to a stake;

THENCE North fifty-one degrees West two hundred and six point five feet to a stake;

THENCE North forty-three degrees East one hundred and eighty-six feet to the highway leading from Falmouth to Upper Falmouth;

THENCE Southeasterly along the highway one hundred and eighty-five feet to the point of beginning.

CONTAINING three quarters of an acre more or less.

ALSO SAVING AND EXCEPTING THEREOUT that lot of land conveyed by deed recorded at the Registry of Deeds in and for Hants County in Book 291, Page 494 bounded and described as follows:

ALL that lot or piece of land situate, lying and being in Falmouth in the County of Hants which was formerly the property of William Lunn, of Falmouth, deceased:

BOUNDED on North by the Haliburton Road, so called;

ON the East by lands of or formerly owned and occupied by Samuel Boyce, deceased;

ON the South by lands of Edward Porter, deceased; and

ON the West by a road laid down on a plan.

CONTAINING one (1) acre more or less.

ALSO SAVING AND EXCEPTING THEREOUT that lot of land conveyed by deed from The Municipality of the District of West Hants to the Trustees of the Falmouth Community Hall and recorded at the Registry of Deeds in and for Hants County in Book 230, Page 145 bounded and described as follows:

ALL that certain piece and parcel of land situate in the Township of Falmouth, in the County of Hants, in the Province of Nova Scotia, more particularly described as follows:

BEGINNING at an iron pipe at the intersection of the Southwestern and Northwestern lines of two public roads crossing at this corner;

THENCE following the Southwestern line of one of said roads in a Northwesterly direction two hundred eighty point five (280.5) feet to an iron pipe or to lands belonging to Leslie Porter;

THENCE along said Leslie Porter's lands South thirty-five (35) degrees thirty (30) minutes West two hundred twelve (212) feet to an iron pipe;

THENCE continuing along said Leslie Porter's lands South fifty-two (52) degrees thirty (30) minutes East two hundred eighty point five (280.5) feet to an iron pipe at the Northwestern line of said public road;

THENCE following the Northwestern line of said road North thirty-four (34) degrees fifty-two (52) minutes East one hundred eighty-nine point eight (189.8) feet to the point of beginning.

ALL bearings are magnetic 1958.

SAVING AND EXCEPTING Lot P-1 as shown on plan number 83324740 registered at the Hants County Land Registration Office.

SAVING AND EXCEPTING Lot P-2 as shown on registered plan number 90355331 recorded in the Land Registration Office for Hants County.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants County as plan or document number 90355331.

The MGA compliance statement has been applied by SNSMR during the processing of the above mentioned plan 90355331.

