

Amending Development Agreement

This Amending Agreement made this _____ day of _____, 2023 (hereinafter the "Amending Agreement")

BETWEEN:

3230225 Nova Scotia Limited, of Windsor, Nova Scotia,
(hereinafter called the "Developer")

OF THE FIRST PART;

- and -

MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia,

(hereinafter called the "Municipality")

OF THE SECOND PART.

WHEREAS the **Developer** is the registered owner of certain lands known as PID 45390242, which lands are more particularly described in Schedule "A" to this Amending Agreement (hereinafter called the "Property");

AND WHEREAS Council of the Municipality, at a meeting held on the 29th day of July, 2010, approved an application by the Developer to enter into a development agreement to allow for the construction of a residential condominium community, the agreement being recorded at the Land Registry Office in Lawrencetown on January 24, 2013, as Document #102361434 (hereinafter called the "Existing Agreement");

AND WHEREAS the Developer has requested an unsubstantial amendment to the provisions of the Existing Agreement to enable an extension to the time limits.

AND WHEREAS Council of the Municipality approved these requests at a meeting held on the _____ day of _____, 2023;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the parties agree that the Existing Agreement be amended as follows:

1. Amend Section 12.4 of the Existing Agreement by replacing the word 'ten (10)' with the word 'fifteen (15)'.
2. Except as amended by this Amending Agreement all terms and conditions of the Existing Agreement shall continue in full force and effect.

[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

DEVELOPER

Witness

Bruce McDow, Director
3230225 Nova Scotia Limited

**MUNICIPALITY OF THE DISTRICT
OF EAST HANTS**

Witness

Kim Ramsay,
Chief Administrative Officer & Municipal Clerk

Province of Nova Scotia, City of Halifax.

On this ____ day of _____, 2023,
before me the, subscriber personally came and
appeared _____, a subscribing
witness to the foregoing agreement, who
having been by me duly sworn, made oath and
said that the Developer, one of the parties
thereto, signed, sealed and delivered the same
in his/her presence.

A Commissioner of the Supreme
Court of Nova Scotia

Province of Nova Scotia, County of Hants.

On this ____ day of _____, 2023,
before me, the subscriber personally came and
appeared _____, a
subscribing witness to the foregoing agreement,
who having been by me duly sworn, made oath
and said that Kim Ramsay, CAO & Municipal
Clerk, signing authority for the Municipality of
East Hants, one of the parties thereto, signed,
sealed and delivered the same in his/her
presence.

A Commissioner of the Supreme
Court of Nova Scotia

Schedule A

Parcel Description of Property

ALL that certain area of land lying and being at East Uniacke Road, East Uniacke over a portion of various lands of 3230225 Nova Scotia Limited as shown on a plan showing Parcels V-1, V-2, P-1, P-2 and PRL & Parcels R1, R2 & R3 (remaining lands) based on a compiled plan of Lands of 3230225 Nova Scotia Limited, signed by Joseph R. Alcorn, N.S.L.S. dated November 22, 2012 and filed at the office of Alderney Surveys Limited as drawing number 118214-1. Said lands being more particularly described as follows:

BEGINNING at a point at the intersection of a northern boundary of Mill Cove Road and a southwestern boundary of Parcel PRL shown on the above mentioned plan;

THENCE south fifty four degrees thirty three minutes ten seconds west a distance of one hundred and five decimal four seven six metres to a point;

THENCE south fifty one degrees ten minutes nineteen seconds west a distance of one hundred and seventeen decimal seven eight one metres to a point;

THENCE south forty one degrees fifty five minutes forty five seconds west a distance of seventy five decimal two nine eight metres to a point;

THENCE south fifty two degrees forty two minutes twenty five seconds west a distance of one hundred and twenty decimal two four one metres to a point;

THENCE south fifty seven degrees twelve minutes zero five seconds west a distance of three hundred and thirty seven decimal zero eight six metres to a point;

THENCE south fifty three degrees forty minutes eleven seconds west a distance of one hundred and thirty seven decimal two zero nine metres to a point;

THENCE south thirty degrees thirty nine minutes twenty four seconds west a distance of thirty one decimal one three seven metres to a point;

THENCE south zero zero degrees thirty seven minutes forty nine seconds east a distance of thirty two decimal four four nine metres to a point;

THENCE south zero nine degrees thirty five minutes fifty three seconds east a distance of twenty three decimal two one four metres more or less to a point on the ordinary high water mark of a brook;

THENCE in a southwesterly, northwesterly, westerly direction along the varying ways and courses of the ordinary high water mark of said brook a distance of nine hundred and nine decimal four metres more or less to a point of the intersection of ordinary high water mark of the brook and Long Lake being a bearing south eighty seven degrees twenty two minutes fifty eight seconds west a distance of seven hundred and ninety nine decimal three three four metres more or less from the previously mentioned point;

THENCE in a westerly, northwesterly, northerly northeasterly direction along the varying ways and courses of the ordinary high water mark of said Long Lake a distance of two thousand seven hundred and forty four decimal six metres more or less to the intersection of ordinary high water mark of Long Lake and Parcel PRL, being a bearing north sixteen degrees zero four minutes twenty three seconds east a distance of one thousand one hundred and seventy nine decimal six one one metres more or less from the previously mentioned point;

THENCE south thirty seven degrees zero seven minutes fifty four seconds east a distance of two hundred and seven decimal one two zero metres more or less to a point;

THENCE north fifty two degrees fifty three minutes thirty three seconds east a distance of one hundred and sixty nine decimal nine four eight metres to a point on a curved southeastern boundary of the public road shown on the above mentioned plan;

THENCE in a southeasterly, easterly and northeasterly direction along a curve to the left having a radius of twenty four decimal five zero zero metres an arc distance of fifty eight decimal seven nine five metres to a point of reverse curvature;

THENCE in an easterly direction along a curve to the right having a radius of eight decimal five zero zero metres an arc distance of six decimal six one five metres to a point;

THENCE north eighty five degrees fifty nine minutes zero four seconds east a distance of one hundred and twenty nine decimal four two nine metres to a point of curvature;

THENCE in a northeasterly direction along a curve to the left having a radius of one hundred and fifteen decimal zero zero metres an arc distance of sixty one decimal one seven metres to a point;

THENCE north fifty five degrees thirty minutes thirty seconds east a distance of two hundred and eight decimal four three five metres to a point of curvature;

THENCE in an northeasterly direction along a curve to the right having a radius of eighty five decimal zero zero metres an arc distance of forty five decimal one six metres to a point;

THENCE north eighty five degrees fifty seven minutes zero nine seconds east a distance of two hundred and five decimal seven eight nine metres to a point;

THENCE south zero four degrees zero two minutes fifty one seconds east a distance of one hundred and seventeen decimal five one five metres to a point of curvature;

THENCE in a southerly direction along a curve to the left having a radius of one hundred and fifteen decimal zero zero metres an arc distance of fifty six decimal zero eight metres to a point;

THENCE south thirty one degrees fifty nine minutes eighteen seconds east a distance of four hundred and ninety two decimal seven four one metres to the point of beginning.

Containing an area of 1,688,626.3 square metres more or less (168.8 Hectares +-);

TOGETHER WITH a perpetual non-exclusive right of way as mentioned in document number 101539071 and 101538800 of the Land Registry Office of Hants County.

TOGETHER WITH a right of way as more particularly described in a Grant of Mutual Right of Way made between 3230225 Nova Scotia Limited, Atlantic Star Forestry Ltd. and 2541041 Nova Scotia Limited recorded at the Land Registration Office for Hants County on September 14, 2012 as Document # 101538735;

SUBJECT TO a right of way as more particularly described in a Grant of Mutual Right of Way made between 3230225 Nova Scotia Limited, Atlantic Star Forestry Ltd. and 2541041 Nova Scotia Limited recorded at the Land Registration Office for Hants County on September 14, 2012 as Document # 101538800.

All bearings are based on 3 degree M.T.M. Grid North, Central Meridian sixty four degrees thirty minutes west.

Saving and excepting Phase Number 1 as declared in Declaration/Declaration Amendment Document number 105573852.

Saving and excepting Phase Number 2 as declared in Declaration/Declaration Amendment Document number 108461089.

Saving and excepting Phase Number 3 & 4 as declared in Declaration/Declaration Amendment Document number 118688796.

Saving and excepting Phase Number 5, 6, 7, 8, 9 & 10 as declared in Declaration/Declaration Amendment Document number 119782341.

Saving and excepting Phase Number 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23 & 24 as declared in Declaration/Declaration Amendment Document number 121791561.

This has been applied by SNSMR during the processing of Hants County CCC No. 6.

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

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(a) where all lots to be created, including the remainder lot exceed ten hectares in area.

Subject to a Development Agreement with the Municipality of the District of East Hants which is

registered as Document #102361434.

Also subject to an Amending Development Agreement with the Municipality of the District of East Hants registered as document #110564821.

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