

# DRAFT DEVELOPMENT AGREEMENT

## TO PERMIT AN ONSHORE WINDFARM IN LITTLE RIVER HARBOUR

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF January 2024

BETWEEN:

**Wedgeport Wind Farm Limited Partnership**, by its general partner **Wedgeport Wind Farm General Partner Inc.**, an entity incorporated in Nova Scotia, with head office in the Province of British Columbia, having its chief place of business at 2150-745 Thurlow Street, Vancouver, British Columbia.  
(hereinafter called the “Developer”)

OF THE FIRST PART

- and -

**THE MUNICIPALITY OF THE DISTRICT OF ARGYLE**, a body corporate  
(hereinafter called the “Municipality”)

OF THE SECOND PART

- and -

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF NOVA SCOTIA  
NS DEPARTMENT OF NATURAL RESOURCES, ABDULLAH SAAD ABDULFATTAH ABDULLAH & SAAD  
ABDULFATTAH ABDULLAH, ALECSTER FISHERIES LTD, CALVIN BOUDREAU, LILLIAN HAUSGAARD &  
BRANDON C GOUDEY & RYAN S GOUDEY, CHRISTINE ZAENKER, JANICE M PITCHER & JOHN M  
PITCHER, STEVEN P POTHIER & DEBORAH A POTHIER, PAULINE CANN & BLANCHE C LEBLANC &  
SIMONE POTHIER, WARREN E DOUCETTE & MARIE MABLE SURETTE & THOMAS SURETTE, SHELLEY  
ANNE WILSON, VERNON POTHIER & KENNETH POTHIER & WAYNE POTHIER, LUDGER JOSEPH  
BOUDREAU & MARIE ELDA BOUDREAU, LISA A DOUCETTE & MARTIN W DOUCETTE, DANIEL F  
LEBLANC, MUNICIPALITY OF THE DISTRICT OF ARGYLE, L BOUDRO FISHERIES LTD, CECILE M  
POTHIER & MILTON JEAN POTHIER, JAMES LOUIS BOUDREAU, GARY BOUDREAU, SAMANTHA  
DOUCETTE, JULIEN COTTREAU  
(hereinafter called the “Property Owners”)

OF THE THIRD PART

**WHEREAS** the Developer have entered into certain Leases and Easements for the lands of the property owners within the Municipality of the District of Argyle, Yarmouth County identified as PIDs, 90092578, 90092644, 90092701, 90298829, 90093055, 90295379, 90321506, 90321472, 90321480, 90222266, 90093105, 90093287, 90093345, 90093360, 90024373, 90024498, 90093642, 90024480, 90024647, 90024613, 90024621, 90024639, 90024696, 90024795, 90024894, 90024985, 90007071, 90007089, and 90007105 (hereinafter called the “Property”), more particularly described in Schedule “A” of this Agreement, for the purpose of constructing and operating twelve (12) large-scale Wind Turbine Generators, access roads, fencing, servicing buildings, transmission lines, a substation, and associated infrastructure and equipment as part of a Wind Farm Facility;

**AND WHEREAS** the WHEREAS the Developer has entered a rate-based power purchase agreement for renewable wind energy with Nova Scotia Power Inc. dated May 16, 2023;

**AND WHEREAS** the Property is situated within an area designated ‘Coastal Communities’ on the Future Land Use Map of the Municipal Planning Strategy, and zoned ‘Coastal Community’ on the Zoning Map of the Land Use By-law;

**AND WHEREAS** the Property Owners have entered into agreements with the Developer authorizing the use of each of their respective lands for wind turbines in compliance with this Development Agreement;

**AND WHEREAS** the Developer has agreed to enter into this Agreement with the Municipality pursuant to the Municipal Government Act, Part IV of the Environment Act, and Policies 12.10.10 and 13.14 of the Municipality of the District of Argyle’s Municipal Planning Strategy to permit a portion of the Property as generally shown on Schedule B (Site Plan) to be used for an onshore wind farm, (hereinafter called the “Development”);

**AND WHEREAS** the Municipality, by a resolution of Council passed on the xx<sup>th</sup> day of January 2024 approved entering into a Development Agreement to permit the Development.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the granting by the Municipality of the Development Agreement requested by the Developer, the Property Owners and the Municipality agree as follows:

## **PART 1: DEFINITIONS AND SCHEDULES**

For the Purpose of this Agreement, all other words shall carry their customary meaning except those defined under in the definitions section of the Municipality of the District of Argyle's Land Use By-law, as amended from time to time.

**"Abandonment"** means the Project has not for 12 continuous months (i) generated electric energy and delivered such energy to the utility grid, and (ii) such cessation of operations is not attributable to a Force Majeure Event.

**"Commencement"** means the date on which the Municipality has issued a development permit or permits for any or all of the uses permitted in Section 3 of this Agreement.

**"Commercial Operation Date"** means the date on which the Project begins delivering energy to the utility grid and selling energy in commercial quantities (this does not include the sale of test energy prior to full commercial operations) documented by a confirmation from the interconnecting utility.

**"Commissioning"** means the Commercial Operation Date.

**"Community Benefits Fund"** means an amount allocated at a rate of eighty thousand, (\$80,000.00) dollars by the Project per annum and administered by the Community Benefits Fund Committee.

**"Community Benefits Fund Committee"** means a group of representatives tasked to administer and report annually on all initiatives based on the disbursement of the Community Benefits Fund.

**"Council"** means the Council of the Municipality of the District of Argyle.

**"Decommissioning"** means the final closing down and dismantling of Facilities once a wind turbine has reached the end of its operation life, including removal from the Property.

**"Decommissioning Plan"** means a plan prepared, at the expense of the proponent by a Professional Engineer, licensed to practice in Nova Scotia, mutually agreed to by the Developer and the Municipality, detailing the methods and estimated costs for decommissioning the Facilities in compliance with this Agreement.

**"Development Officer"** means the Municipal employee appointed by the Municipality in accordance with the *Municipal Government Act* and charged with the duty of administering the provisions of this Agreement and the Land Use By-law.

**"Development Permit"** means a permit required by this Agreement and/or the Land Use By-law prior to undertaking any development regulated by this Agreement and/or the Land Use By-law.

**"Environmental Assessment Approval"** means the approval document issued on May 4, 2023 by the Province of Nova Scotia's Department of Environment and Climate Change, for the Environment Assessment Application submitted by Wedgeport Wind Farm LP for the Wedgeport Wind Farm Project.

**"Force Majeure Event"** means an event beyond the reasonable control of the Developer, including natural disasters, flood, earthquake, storm, fire, lightning, explosion, power failure, transformer or major equipment failure, or power surge, pandemic, epidemic, or public health emergency, war, revolution, riot, civil disturbance, sabotage, provincial or federal regulatory inaction or termination of any agreements or permits, temporary closure or loss (partial or complete) of the ability of the

interconnecting utility to take the electricity at the point of interconnection to the power grid.

**“Land Agreement”** means a legally binding document that governs the terms and conditions of the transfer, sale, lease, or use of land between two or more parties.

**“Landowner(s)”** means the owner(s) of the lands who have good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance or is the sole holder of a Registered Interest in the Lands, as recorded at the Province of Nova Scotia’s Land Registry Office.

**“Land Use By-law”** means the Municipality of the District of Argyle Land Use By-law adopted by Council on June 23, 2020, as amended from time to time.

**“Minister”** means the Provincial Minister of the Department of the Environment and Climate Change.

**“Municipal Planning Strategy”** means the Municipality of the District of Argyle Municipal Planning Strategy adopted by Council on June 23, 2020, as amended from time to time.

**“NSECC”** means Nova Scotia Environment and Climate Change, the provincial department which administers the *Environment Act*.

**“Phasing”** means the construction of the Wind Turbine Project over time. The construction of one or more turbines under one development permit shall be considered a phase.

**“Power Purchase Agreement”** means the agreement established between the Wind Energy Facility operator and a utility, government, or company.

**“Property”** means the entirety of the lands set out in Schedule A.

**“Temporary Construction”** means any use or structure incidental to the construction of any identified component of the **Wind Farm Facility** that is not permanent in nature.

**“Wind Farm Facility means** a facility containing all equipment and improvements necessary or desirable for the conversion and delivery of wind energy into electricity, including, but not limited to:

- a) one (1) or more Large-Scale Wind Turbine Generators and associated components.
- b) the collector system including transmission, distribution, and power lines, interconnection equipment, meters, transformers, protection equipment, substation and related equipment.
- c) civil works including areas needed for construction, security, access roads, fencing and gates, utilities including communication lines, water lines and drain lines; and
- d) a sign or signs displaying owner or lessee names and other information.

## **PART 2: GENERAL REQUIREMENTS**

- 2.1 The following Schedules, attached, shall form part of this agreement:
- Schedule 'A' - Legal Descriptions of Properties
  - Schedule 'B' - Site Plan
- 2.2 Subject to the provisions of this Agreement, the Developer shall be bound by all By-laws and regulations of the Municipality as well as by any applicable provincial and federal statutes and regulations.
- 2.3 Notwithstanding Section 2.1, where the provisions of this Agreement conflict with those of any provincial or federal regulations, By-laws or codes, the more stringent requirements shall apply.
- 2.4 The Developer shall assume full responsibility for meeting all obligations and financial liabilities required to meet all federal, provincial, or municipal regulations, By-laws or codes in force at the present time, or any time in the future.
- 2.5 The Developer shall ensure that any structure permitted by this Agreement meets the requirements of the Nova Scotia Environment Act, the Environmental Assessment Approval and Registration Documents at the time of construction.
- 2.6 The Schedules to this Agreement form part of this Agreement and are binding upon the Developer. Where a provision of a Schedule conflicts with the body of this Agreement, the body of this Agreement shall prevail.

## **PART 3: DEVELOPMENT OF THE PROPERTY**

### **3.1 Permitted Use(s)**

- 3.1.1 Only the following uses shall be permitted on the Property:
- a) All uses permitted in the underlying zoning, as per the requirements of the Municipality of the District of Argyle Land Use By-law, as amended from time to time, in addition to any other uses permitted by this Agreement.
  - b) A Wind Farm Facility on the subject properties, in general accordance with the scale and location shown on Schedule 'B' - Site Plan, and shall be limited to:
    - i. Up to twelve (12) Large Scale Wind Turbine Generators, including all associated necessary components for the operation of each.
    - ii. Accessory uses associated with the Wind Farm Facility including, but not necessarily limited to, any electricity distribution lines or cables, telecommunication lines and associated equipment, electric transformers, towers, interconnection or switching facilities, energy storage facilities, power generation facilities, access roads, driveways, meteorological towers or associated equipment, water wells, buildings, structures, and yards associated with maintenance, administration, and/or control, laydown or staging areas, fencing, gates, berms, swales, or other earthworks associated with environmental protection, signage, and any other equipment, apparatus, accessories, or works thereto associated.
  - iii. All uses existing at the time of approval of entering into this Agreement by resolution of Council, as defined in the Land Use By-law;
  - iv. Temporary construction uses and structures incidental to construction of any component of the Wind Farm Facility. For greater clarity any temporary construction uses and structures shall be removed within one (1) year of the completion of construction for the phase in which

it is being used.

- 3.1.2 Except where specifically stated otherwise in this agreement, all provisions of the Land Use By-law of the Municipality of the District of Argyle, approved by Council, as amended from time to time, shall apply to this development.

### 3.2 Development Permit Requirements for Application

3.2.1 The following information is required at the time of application for a Development Permit:

- a) A detailed site plan, showing the finalized locations of all Large-Scale Wind Turbine Generators, property lines of all properties included or directly abutting the subject area, required setbacks, phases of the project, and the location and distance of all existing dwellings at the time of permitting. For greater clarity, the site plan shall refer to the conditions outlined in Section 3.1.1 of this Agreement.
- b) A copy of the **Environmental Assessment Approval** with accompanying confirmation from a professional or professionals, qualified in the Province of Nova Scotia, regarding compliance by the Developer with the requirements contained within the **Environmental Assessment Approval**.
- c) A report, to the satisfaction of the Development Officer addressing any issues regarding, but not necessarily limited to, the mitigation of noise, visual impacts, shadow effects and environmental impacts on the community.
- d) A report, to the satisfaction of the Development Officer addressing any issues regarding, but not necessarily limited to, safety concerns including electrical safety, ice throw, blade throw, turbine collapse, and emergency response.
- e) For clarity in items c) and d), reports required through compliance with the Environmental Assessment shall be acceptable by the Development Officer.
- f) The Developer shall provide a process for receiving and responding to complaints from the public related to the ongoing operation and maintenance of the Wind Farm Facility.
- g) The Developer shall be obligated to establish a comprehensive community benefits program, which shall include the following minimum obligations:
  - i. The annual provision of a Community Benefits Fund, calculated at a rate of \$80,000.00 per year, commencing January 1<sup>st</sup> of the year after the Commercial Operation Date and continuing until the end of the term of the Power Purchase Agreement or Decommissioning commences, whichever is sooner.

3.2.2 The Development Officer, at their discretion, may revoke a development permit pursuant to this agreement if:

- a) the development is not in accordance with:
  - i. the Land Use By-law where not varied by this Agreement,
  - ii. this Agreement, or
  - iii. the plans associated with the approved development permit.
- b) the permit was issued based on incorrect information provided by the applicant when applying for a development permit; or
- c) the permit was issued in error; or

- d) continued complaints which are not addressed by the Developer and material matters of non-compliance arise related to the operation of the Wind Farm Facility.

3.2.3 The development described in this Agreement shall not be approved until the Development Officer has issued a development permit. In addition, the Development Officer shall not issue a development permit until:

- a) Payment for all required permit fees, the cost of registration of the Agreement at the Registry of Deeds, and costs associated with advertising and processing the application have been received by the Municipality.

### 3.3 Land Use Requirements

3.3.1 Large Scale Wind Turbine Generators may be located anywhere on the properties identified on the properties associated with the Wind Farm Facility, subject to the following conditions:

- a) Compliance with the Environmental Assessment Approval, as may be amended or modified from time to time by Nova Scotia Environment and Climate Change.
- b) All Large-Scale Wind Turbine Generators must have a minimum separation distance of no less than one (1) kilometre from an existing dwelling. For greater clarity, this does not include seasonal dwellings or camps.
  - i. Notwithstanding subsection 3.3.1 b), in the mutual interests of the Developer and the Landowner, the minimum separation distance between turbine X, as identified on Schedule 'B' - Site Plan, and the existing dwelling located on PID XXXXXXXX may be reduced by twenty-five (25) metres to a minimum separation distance of nine-hundred and seventy-five (975) metres.
- c) All Large-Scale Wind Turbine Generators must have a minimum separation distance of no less than three hundred (300) metres from an existing Camp or Seasonal Dwelling.
- d) All Large-Scale Wind Turbine Generators must have a minimum set back distance of no less than two-hundred and fifty (250) metres or 1.5 times their height, whichever is greater, from public highway and public street rights-of-way.

### 3.4 Lighting

3.4.1 Lighting requirements for the development shall comply with Section 4.6 of the Land Use By-law and shall comply with the following conditions:

- a) Lighting on the properties associated with the development shall be sufficient to promote the safety and security of all users, including but not necessarily limited to, users of pedestrian walkways and parking areas. Without limiting to the forgoing, lighting shall be directed to access points, driveways, parking areas, loading areas, entrances to buildings and structures, and walkways.
- b) Security and site lighting shall not be intrusive and shall be directed away from adjacent properties.
- c) A lighting plan shall be submitted to, and approved by, the Development Officer as required.

### 3.5 Site Access

3.5.1 Site Access requirements shall comply with the following conditions:

- a) The Developer shall have access to all Large-Scale Wind Turbine Generators and all infrastructure associated with the Wind Turbine Facility
- b) The Developer shall construct a temporary turnaround area, to a standard sufficient to carry

the weight of heavy equipment at the end of each access road associated with the Development, to the satisfaction of the Municipal Engineer or a Professional Engineer qualified within the Province of Nova Scotia.

- c) All access entrances, driveways, and roads associated with the development shall be maintained to a standard to accommodate emergency services.
- d) The access shall have security features that shall limit access to the location from the general public.

### **3.6 Signage**

3.6.1 Signage requirements shall comply with the following conditions:

- a) A free-standing sign, with a minimum sign area of twenty-five (25) square feet, shall be placed at each access to the site and shall contain the minimum following information:
  - i. The name of the Wind Farm Facility
  - ii. The name of the owner and operator
  - iii. The contact information of the owner and operator
  - iv. Information regarding the safety procedures for authorized personnel during the operation and maintenance of the Wind Farm Facility and associated uses
  - v. Information regarding the prohibition of unauthorized person(s) and associated penalties
- b) Any other signage as required by the **Land Use By-law**.

### **3.7 Hazardous Materials**

3.7.1 The Developer shall comply with the following conditions:

- a) The Developer shall ensure that any hazardous materials within the development shall be stored, handled, labelled, and disposed of in accordance with Workplace Hazardous Materials Information System (WHMIS) Regulations, and well as any other applicable federal and provincial regulation or legislation, so as to prevent the accidental release, discharge, or otherwise of any hazardous substance to the air, ground, or water.
- b) The Developer shall ensure that bulk storage of any hazardous material shall be located a minimum of one hundred (100) metres from any watercourse, waterbody, or wetland as identified in the Environmental Assessment Approval or by Nova Scotia Environment and Climate Change.

### **3.8 Construction and Phasing**

3.8.1 Construction of the development shall:

- a) Be permitted to occur in a phased manner.
- b) Only be permitted to occur during the hours of 7:00am to 9:00pm. Should a construction activity be required to occur on a temporary or limited basis outside of the permitted hours, notice shall be provided in advance to the Development Officer.

### **3.9 Operations**

3.9.1 The Developer shall:

- a) Notify the Development Officer when all Large-Scale Wind Turbine Generators are



Commissioned.

- b) Submit to Council a report outlining compliance with the terms of the Agreement within two (2) years of the Commercial Operation Date.
- c) Notify the Development Officer of any amendments to the **Environmental Assessment Approval**.

### 3.10 Maintenance

#### 3.10.1 The Developer shall:

- a) Notify the Municipality if one or more of the Large-Scale Wind Turbine Generators is not able to produce power for a period exceeding one-hundred and eighty (180) continuous days.
- b) Repair or notify the Municipality of its intent to decommission any non-functional turbines within eighteen (18) months of providing notice under Section 3.10.1 (a).
- c) Ensure that all Large-Scale Wind Turbine Generators comply, at all times, with the **Environmental Assessment Approval**.
- d) Conduct routine maintenance during the hours of 7:00am to 9:00pm, inclusive. The Developer is permitted to conduct unscheduled maintenance at any hour, if required.

### 3.11 Decommissioning and Abandonment

#### 3.11.1 The Developer shall decommission the Wind Farm Facility and remove all associated infrastructure in compliance with this agreement within two (2) years from the date the Wind Farm Facility is decommissioned and restore the site to as close to pre-construction conditions as is reasonably practical. For greater clarity, as part of decommissioning, the Developer shall ensure:

- a) All Large-Scale Wind Turbine Generators and all other infrastructure associated with the Wind Farm Facility, if applicable, shall be removed.
- b) Turbine Foundations for the Large-Scale Wind Turbine Generators shall be removed to a minimum depth of three (3) feet below ground level.
- c) Underground collector lines, wires, cables, and any other associated materials and infrastructure shall be removed to a minimum depth of three (3) feet below grade. Underground collector lines wires, cables, and any other associated materials and infrastructure are permitted to be abandoned in place if they are at least a minimum depth of 3 (three) feet below grade.
- d) Ensure all surface and subsurface drainage structures displaced or damaged during decommissioning shall be repaired or replaced.
- e) For great clarity, the developer acknowledges that any obligations associated with decommissioning belongs solely to it and not to any of the individual landowners who are a party to this agreement.

#### 3.11.2 The Developer shall submit an updated **Decommissioning Plan** within ten (10) years after the Commercial Operation Date, and subsequently an updated plan within 2 years prior to decommissioning.

## PART 4: ALTERATIONS AND AMENDMENTS

#### 4.1 The Development Officer may approve minor changes to Schedule B - Site Plan concerning the following circumstances, provided any changes comply with the Environmental Assessment Approval and the Land Use By-law, except for where they have been permitted

by this Agreement:

- a) Location of the internal network of access roads.
  - b) Location of Large-Scale Wind Turbines.
  - c) Location of Laydown areas.
  - d) Location of ancillary facilities, associated infrastructure, and accessory uses as defined in 3.1.1 b) (i).
- 4.2 Any amendment to this Agreement, whether substantive or otherwise, must be approved by both parties in writing.
- 4.3 The following shall be considered non-substantial matters and may be changed or altered without a Public Hearing, but upon a Motion of Council:
- a) An extension to the time limits established in Part 7 of this agreement by a period to be decided by Council.
  - b) Matters concerning Section 3.4, Lighting.
  - c) Matters concerning Section 3.5, Site Access.
  - d) Matters concerning Section 3.6, Signage.
  - e) Matters concerning Section 3.8, Construction and Phasing.
  - f) Changes to the Agreement to comply with the Environmental Assessment Approval issued by Nova Scotia Environment and Climate Change
  - g) Changes to the permitted use of the property that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department of Public Works and Nova Scotia Environment and Climate Change.
- 4.4 Any other amendment to this Agreement shall be considered to be substantial.
- 4.5 Substantial matters shall relate to any matter not identified as non-substantial in this Part or otherwise addressed in this Agreement. This Agreement may be amended in order to provide for substantial matters according to the *Municipal Government Act*.
- 4.6 Notwithstanding Sections 5.4 and 5.5, provided all conditions have been met, discharge of this Agreement is not considered a substantive matter, and this Agreement may be discharged against an individual parcel, parcels, or the entire land assembly by Council at the request of the Developer, Property Owner, or Property Owners without a public hearing.
- 4.7 Prior to discharge, the Developer must satisfy all conditions of the Agreement as it relates to the lands being discharged.

## **PART 5: IMPLEMENTATION**

- 5.1 The Developer agrees that, upon receiving written notice from an officer of the Municipality, to inspect the interior of any building, that is not a turbine, located on the property for which the uses permitted by this Agreement are being utilized, the Developer agrees to allow for such an inspection during any reasonable hour within seventy-two (72) hours of such a request.
- 5.2 Should the Developer fail to observe or perform any condition of this Agreement one hundred and twenty (120) days after the Municipality has provided written notice of the

failure or default, then in each such case:

- a) Permission to operate a Wind Farm Facility under the terms of this Agreement shall be terminated automatically.
  - b) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defence based upon the allegation that damages would be an adequate remedy.
  - c) The Municipality may enter onto the Property take such action as is considered necessary to remedy or remediate a breach of this Agreement, whereupon all reasonable expenses whether arising out of or the entry onto the Property or from the performance of the remedial action(s), shall be a first lien on the Property and be shown on any tax certificate issued under the *Assessment Act*.
  - d) In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the *Municipal Government Act* or common law in order to ensure compliance with this Agreement.
- 5.3 This Agreement shall be binding upon the Developer's assigns, mortgagees, lessees, successors and occupiers of the Property.
- 5.4 This agreement shall be filed by the Municipality in the Land Registration Office at Bridgewater, Nova Scotia, and shall form a charge or encumbrance upon the affected properties as described in Schedule "A" attached hereto.
- 5.5 The Developer hereby certifies and agrees that:
- a) they have good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer to sign the Development Agreement to validly bind the Lands.
  - b) They have taken all steps and requirements necessary to, and have the full authority to, enter into this Agreement.
  - c) The Property shall be developed, used, and maintained only in accordance with the terms and conditions contained within this Agreement.
- 5.6 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 5.7 Where the context in required, the singular shall include the plural.
- 5.8 Unless otherwise defined herein, all terms shall be as defined in the **Land Use By-law**. If not defined in the **Land Use By-law** or this Agreement, their customary meaning shall apply.
- 5.9 Except as otherwise expressly provided herein, the Developer is responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all federal, provincial, and municipal laws, bylaws, regulations and codes applicable to the Property.
- 5.10 The Developer is responsible for all costs associated with recording this Agreement in the Land Registration Office.

- 5.11 The Developer shall at all times indemnify and save harmless the Municipality from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomever made, brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to anything done or omitted by the Developer or their servants or their agents or their employees in the fulfillment of any of its obligations under this Agreement. The Developer hereby release the Municipality and in the absence of bath faith waives its right to claim against it for any loss or damages in connection with the Development, or with the negotiation, administration, or implementation of this Agreement, unless such loss or damage is caused by the negligence or breach of duty of the Municipality or its servants or agents.

## PART 6: TIMING, TERM, AND TERMINATION

- 6.1 The Developer shall enter into this Agreement within three-hundred and sixty-five (365) days of the date the appeal period lapses from the Municipality of the District of Argyle's approval of this Agreement, or all appeals have been abandoned or disposed of, or the Agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void.
- 6.2 Pursuant to the terms and conditions of this agreement, the Developer shall apply for a development permit for the Development within six (6) months of the parties entering into this development agreement. Once a development permit has been issued, the development shall be made consistent with all terms and conditions of this agreement no later than three (3) years after the development permit has been issued, otherwise the development agreement may be terminated, and the underlying zoning and all provisions of the Land Use By-law shall apply without the concurrence of the property owner.
- 6.3 This Agreement shall be in effect until discharged by resolution of the Council of the Municipality of the District of Argyle pursuant to the *Municipal Government Act*, including the exhaustion of all appeal periods in accordance with Section 228 of the MGA.
- 6.4 The Municipality may discharge this Agreement should construction of the Development or the uses described herein be discontinued for a period of twenty-four (24) consecutive months or longer.
- 6.5 At the end of the operational lifecycle of a Wind Farm Facility or part thereof, occurring either at the choice of the Developer or for any reason contemplated in this Agreement, and upon a finding by the Development Officer that the **Decommissioning Plan** has not been carried out in a manner satisfactory to the Development Officer, the Development Officer may:
- a) Give notice to the Developer and/or Property Owner(s) advising them of any steps necessary to complete the Decommissioning Plan and directing them to take such steps to complete the decommissioning of the Wind Farm Facility within a reasonable period of time and at their own expense.

**PART 8: TIMING, TERM, AND TERMINATION**

8.1 Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid:

if to the Municipality:

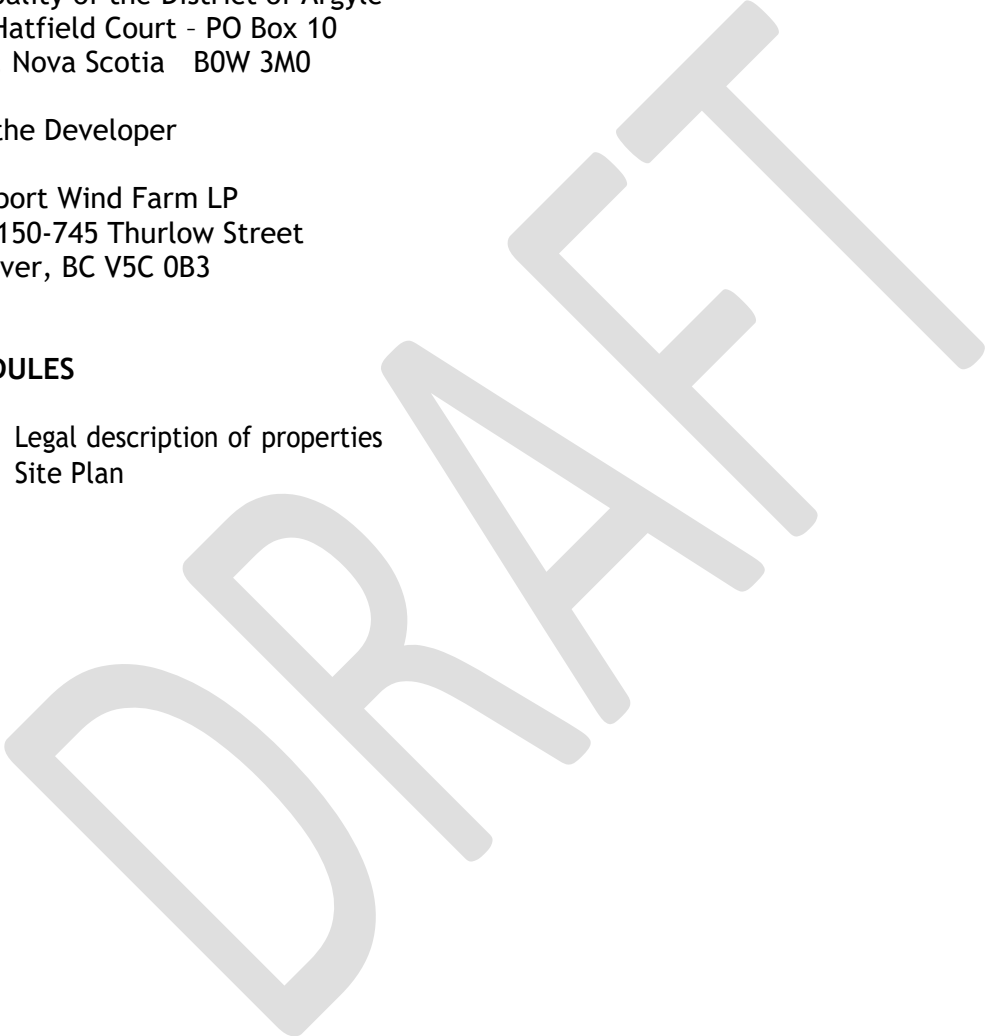
Municipality of the District of Argyle  
5 J.E. Hatfield Court - PO Box 10  
Tusket, Nova Scotia B0W 3M0

And if the Developer

Wedgeport Wind Farm LP  
Suite 2150-745 Thurlow Street  
Vancouver, BC V5C 0B3

**SCHEDULES**

- A Legal description of properties
- B Site Plan



**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day and year firstabove written.

SIGNED, SEALED & DELIVERED

in the presence of:

	)	<u>DEVELOPER</u>
	)	
	)	
	)	
_____	)	_____
Witness	)	Wedgeport Wind Farm LP
	)	
	)	
	)	
	)	<u>THE MUNICIPALITY OF THE DISTRICT OF</u>
	)	<u>ARGYLE</u>
	)	
	)	
_____	)	_____
Witness	)	Municipal Clerk
	)	

PROVINCE OF NOVA SCOTIA  
COUNTY OF YARMOUTH

On this \_\_\_\_\_ day of XXXXXXXX 2024, 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, caused the same to be executed intheir name in his/her presence.

\_\_\_\_\_  
A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF YARMOUTH

On this \_\_\_\_\_ day of XXXXXXXX, 2024, 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 Municipality of the District of Argyle, a Municipal Body Corporate, duly affixed its Corporate Seal and executed by Mr. Alain Muise, its Chief Administrative Officer, its proper officers duly authorized in that behalf in his/her presence.

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A Barrister of the Supreme Court of Nova Scotia

**SCHEDULE “A” - Property Legal Description**

**Retrieved from Property Online - as of Dec. 11, 2023.**

**All efforts have been made to ensure that parcel descriptions contained herein are as accurate as possible at the time of the retrieval of the descriptions. Properties for which no legal description can be retrieved from Property Online are noted as such.**

**Properties in Little River Harbour**

This agreement applies to property identified by PIDs, 90092578, 90092644, 90092701, 90298829, 90093055, 90295379, 90321506, 90321472, 90321480, 90222266, 90093105, 90093287, 90093345, 90093360, 90024373, 90024498, 90093642, 90024480, 90024647, 90024613, 90024621, 90024639, 90024696, 90024795, 90024894, 90024985, 90007071, 90007089, and 90007105.

**PARCEL DESCRIPTION**

**PID: 90092578**

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Upper Wedgeport, in the County of Yarmouth and Province of Nova Scotia, and being more particularly bounded and described as follows:

BOUNDED ON THE EAST by other lands of Terence and Deborah LeBlanc (PID 90092628);

BOUNDED ON THE NORTH by lands of Samantha and Marlene Doucette and other lands of Samantha Doucette.

BOUNDED ON THE WEST by the baseline.

BOUNDED ON THE SOUTH by lands of James Louis Boudreau.

CONTAINING 31.48 acres, more or less.

**PID: 90092644**

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being on the West side of Highway 334 at Upper Wedgeport, in the County of Yarmouth and Province of Nova Scotia, and being more particularly described as follows:

BOUNDED ON THE NORTH by lands now or formerly of Julien Cottreau.

BOUNDED ON THE EAST by lands now or formerly of the Grantors Herein.

BOUNDED ON THE SOUTH by lands now or formerly of Gary Boudreau.

BOUNDED ON THE WEST by the baseline.

BEING AND INTENDED TO BE part of the lands of Dominique Boudreau, which there are no recordings conveying out to his son Michael Sabastien Boudreau. There is a last Will and Testament of Michael Sabastien Boudreau in Book BR Page 338 giving his properties to his son Henri T. Boudreau. Henri T. Boudreau conveys all his lands to his wife Annie Boudreau (Marie Ann Boudreau) in EL Page 219. Annie Boudreau declares in EL/218 that she is the Widow of Henri T. Boudreau. Marie Anne Boudreau conveys a property to her son, Louis Delphis Boudreau and his wife, Evelyn Boudreau, but it does not include this property. There are no other recordings that Annie Boudreau conveys here properties except GU/241; In



1974 Delphis Boudreau conveys his lands to Delphis Boudreau, Evelyn Boudreau and son, Gary Boudreau as Joint Tenants Books JF page 371. This lot was not included but has always been assessed to Henri Boudreau Family.

**PID: 90092701**

**LOT #1**

ALL OUR ONE HALF INTEREST IN ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being on the East side of Highway 334 at Upper Wedgeport, in the County of Yarmouth and Province of Nova Scotia, shown on the assessment maps as Lot 21A-1-58, assessment account #00392758 and being more particularly described as follows:

BOUNDED ON THE WEST by Highway #334.

BOUNDED ON THE SOUTH by lands assessed to James and Ursula Saulnier, Leonice, Therese and Francis Boudreau and lands of Albert and Renda Boudreau.

BOUNDED ON THE EAST by the Tusket River, and

BOUNDED ON THE NORTH by the lands of Albert Boudreau and lands of Kenneth and Gail d'Entremont.

**LOT #2**

ALL OUR ONE HALF INTEREST IN ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being on the East side of Highway 334 at Upper Wedgeport, in the County of Yarmouth and Province of Nova Scotia, shown on the assessment maps as Lot 21A-1-58, assessed as 55 acres, assessment account #00392812 and being more particularly described as follows:

BOUNDED ON THE EAST by Highway #334.

BOUNDED ON THE NORTH by lands assessed to Gary Boudreau.

BOUNDED ON THE WEST by the base line, and

BOUNDED ON THE SOUTH by the lands of Kenneth and Zoe Surette, Bernard and Debbie Doucette, and an undivided lot in which Simon L. Saulnier has and interest.

BEING AND INTENDED TO BE a portion (being all other undivided lots wherever so situated) of the lands of conveyed by Leonise P. Boudreau, et al, to Leonise P. Boudreau, Frances M. Boudreau and Therese Boudreau as Joint Tenants, by Indenture dated March 25, 1983 and recorded at the Registry of Deeds office at Yarmouth, Nova Scotia on May 24, 1983 in book NW at page 143. The said Therese Boudreau having predeceased Leonise P. Boudreau and Frances M. Boudreau.

**LOT #3 & 4**

ALL OUR ONE HALF INTEREST IN ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Goose Lake, at or near Wedgeport, in the County of Yarmouth and Province of Nova Scotia, being two undivided halves of lots of wood, and more particularly bounded and described as follows:

THE NORTH LOT, BOUNDED ON THE EAST by the Lake.

BOUNDED ON THE SOUTH by lands now or formerly of Mrs. Luger LeBlanc.

BOUNDED ON THE WEST by the Base Line.

THE SOUTH LOT includes Boudreau's Corner.

BEING AND INTENDED TO BE a portion (being Lots #5 & 6) of the lands of conveyed by Leonise P. Boudreau, et al, to Leonise P. Boudreau, et al, by Indenture dated March 25, 1983 and recorded at the Registry of

Deeds office at Yarmouth, Nova Scotia on May 24, 1983 in book NW at page 143. The said Therese Boudreau having predeceased Leonise P. Boudreau and Frances M. Boudreau.

**PID: 90298829**

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Upper Wedgeport aforesaid on the Western side of the Main Paved Road and being more particularly bounded and described as follows:

ON THE EAST by land of John L. Pothier, a strong wall, and the land of Laurie J. Pothier.

ON THE SOUTH by the land of the heirs and assigns of the late Germain Pothier.

ON THE WEST by the Base Line.

ON THE NORTH by the land of the heirs and assigns of the late Hilaire Boudreau.

Being lot No. 13, lot No. 14, lot. No. 15, and lot No. 16 on a Plan of Division made by P. Lent Hatfield, Dy. Surveyor, on April 5<sup>th</sup>, A.D., 1876 and recorded on the Registry of Deeds Office at Yarmouth, N.S. on March 24<sup>th</sup>, A.D., 1980 in Book No. B.s. pages 188-189

**PID: 90093055**

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being on the Northern side of the Black Pond Road at Upper Wedgeport, in the County of Yarmouth and Province of Nova Scotia, being shown as Lot # 2 on an Instrument of Subdivision recorded at the Registry of Deeds Office at Yarmouth, Nova Scotia, on July 30<sup>th</sup>, 2009, as Document # 93935303, and more particularly bounded and described as follows:

BEGINNING at a point where the Southeast corner bound of lands of Vernon Pothier, Kenneth Pothier, and Wayne Pothier, shown as Lot 1A on said Instrument, meets the Northern boundary of the Black Pond Road;

THENCE in a Northerly direction along Lot 1A to the Southwest corner bound of lands of L. Boudro Fisheries Limited;

THENCE in an Easterly direction along the lands of L. Boudro Fisheries Limited and lands of Milton Jean Pothier and Cecile M. Pothier a distance of Two Thousand Seventy-One point Zero Five Feet (2,071.05') to a point;

THENCE in a Northerly direction along the lands of Milton Jean Pothier and Cecile M. Pothier a distance of Three Hundred Eighty point Zero Seven Feet (380.07') to a point;

THENCE in an Easterly direction along the lands of Milton Jean Pothier and Cecile M. Pothier a distance of One Thousand point One Nine Feet (1,000.19') to a point;

THENCE in a Southerly direction along the lands of Milton Jean Pothier and Cecile M. Pothier a distance of Three Hundred Eighty point Zero Seven Feet (380.07') to a point;

THENCE in an Easterly direction along the lands of Milton Jean Pothier and Cecile M. Pothier a distance of Two Thousand Nine Hundred Ninety-Seven point Seven Two Feet (2,997.72') to lands of the Wedgeport and District Fire Department;

THENCE in a Southerly direction along the lands of the Wedgeport and District Fire Department a distance of Six Hundred Twenty-Nine point Six Eight Feet (629.68') to the Northern boundary of the Black Pond Road;

THENCE in a Westerly direction along the Northern boundary of the Black Pond Road a distance of Six Thousand Fifteen Feet (6,015'), more or less, to the Southeast corner bound of Lot 1A and the place of beginning.

**PID: 90295379**

**ALL THAT** certain lot, piece or parcel of land situate, lying and being at Upper Wedgeport, in the County of Yarmouth and Province of Nova Scotia, on the Northern side of the Black Pond Road more particularly bounded and described as follows:

**BEGINNING** at a survey marker situate at a bearing N 82° 12' 42" E a distance of 7,566.64 feet from N.S.C.M. 25438;

**THENCE** S 76° 47' 18" W a distance of 647.71 feet along the lands of the Municipality of the District of Argyle;

**THENCE** N 13° 03' 18" W a distance of 584.19 feet along lands claimed by Vernon Pothier et al to a survey marker;

**THENCE** N 76° 47' 18" E a distance of 537.90 feet along lands of James and Carol Boudreau to a survey marker;

**THENCE** S 16° 25' 48" E a distance of 14.87 feet to a point;

**THENCE** S 40° 03' 48" E a distance of 68.76 feet to a point;

**THENCE** S 43° 20' 24" E a distance of 73.41 feet to a point;

**THENCE** S 32° 44' 00" E a distance of 65.90 feet to a point;

**THENCE** S 14° 05' 12" E a distance of 43.73 feet to a point;

**THENCE** S 02° 33' 24" W a distance of 35.96 feet to a point;

**THENCE** S 11° 54' 18" E a distance of 41.51 feet to a point;

**THENCE** S 24° 42' 18" E a distance of 95.14 feet to a point;

**THENCE** S 14° 45' 54" E a distance of 123.93 feet to a point;

**THENCE** S 19° 43' 24" E a distance of 45.74 feet to a survey marker and place of beginning.

**BEING AND INTENDED TO BE** Lot 1 as shown on a Survey Plan prepared by R.C. Dearman Surveys Limited on July 25<sup>th</sup>, 2001, Plan Number 4560Y01 and approved by the Municipal Development Officer on September 27<sup>th</sup>, 2001, File F-28-01-AY.

**BEING AND INTENDED TO BE A PORTION OF THOSE** lands conveyed to Milton Pothier by the following Deeds:

1. Dated: May 23, 1977 recorded at the Registry of Deeds Office in Yarmouth, Nova Scotia in Book MH at Page 5; and
2. Dated: January 2, 1979 recorded at the Registry of Deeds Office in Yarmouth, Nova Scotia in Book MH at Page 8.

**PID: 90321506**

**ALL THAT UNDIVIDED SHARE OF THAT CERTAIN** woodlot at Wedgeport, in the County of Yarmouth and Province of Nova Scotia, to the Northern side of the Black Pond Road, so-called, and bounded and described as follows, viz:

ON the East by the Burnett Line;

ON the South by land of Adolph Richard;

ON the West by the LeBlanc's land and the land of the late Urbain Pothier;

ON the North by the land of Freeman Deviller.

BEING AND INTENDED TO BE the same lands and premises as were conveyed to Vernon Pothier and Kenneth Pothier by Raymond J. Pothier by Deed dated May 31st, 1990 and recorded in the Registry of Deeds office in Yarmouth, Nova Scotia in Book 476 at Page 398.

PID: 90321472

ALL THAT CERTAIN lot, piece or parcel of land containing Thirty-Seven and a half ( $37 \frac{1}{2}$ ) acres situate lying and being formerly in the Township of Argyle and now at or near Wedgeport, in the County of Yarmouth and Province of Nova Scotia being more particularly bounded and described as follows:

BEGINNING at a stake standing at the Northwestern angle of lands now or formerly of Captain Moulton in the Township of Argyle;

THENCE running North Eighty-Six Degrees Thirty Minutes West ( $N 86^{\circ} 30' W$ ) by the Southern line of land now or formerly of Dominick Boudreau Twelve (12) Chains and Fifty (50) Links to a stake;

THENCE South Three Degrees and Thirty Minutes West ( $S 3^{\circ} 30' W$ ) by the Eastern line of land now or formerly of Nathan Kinney another Thirty (30) Chains to a blazed fir tree;

THENCE South Eighty-Six Degrees and Thirty Minutes East ( $S 86^{\circ} 30' E$ ) Twelve (12) Chains and Fifty (50) Links to a stake;

THENCE North Three Degrees and Thirty Minutes East ( $N 3^{\circ} 30' E$ ) by the Western line of land now or formerly of Captain Moulton, aforesaid, Thirty (30) Chains to the PLACE OF BEGINNING;

AS CONTAINED by a grant dated the 22<sup>nd</sup> day of May, 1861, to have and to hold the said tract and parcel of land, hereditaments and premises within released and confirmed and part and parcel thereof with the appurtenances onto Henry Porter, Mark Porter, Joseph Porter, and Rami Porter, their heirs and assigns to the only proper use and behoof of the said Henry Porter, Mark Porter, Joseph Porter and Rami Porter their heirs and assigns forever and the said Denis McGrath and Hannah McGrath, his wife, for themselves, their heirs, executors, administrators, doth hereby covenant and agree to and with the said Henry Porter, Mark Porter, Joseph Porter, and Rami Porter, their heirs, executors and assigns to warrant and forever defend to them the said parcel of land hereby granted from the lawful claims and demands of all and every person or persons whomsoever by these presents.

**PID: 90321480**

**No legal description in Property Online.**

**PID: 90222266**

ALL that certain parcel of land situated on the south side of Black Pond Road, at Wedgeport, in the County of Yarmouth, Province of Nova Scotia, being more particularly bounded and described as follows:

Bounded on the North by the Black Pond Road for a distance of 1,800 meters more or less;

Bounded on the South by PID No. 90093105 for a distance of 1,800 meters more or less;

Bounded on the West by the Base Line by a distance of 95 meters more or less.

**PID: 90093105**

ALL that certain parcel of land situate approximately 90 meters (measured along the Base Line) to the south of Black Pond Road, at Wedgeport, in the County of Yarmouth, Province of Nova Scotia, and being more particularly bounded and described as follows:

Bounded on the North by PID No. 90222266 Lands of the Municipality of Argyle, for a distance of 1,800 meters more or less;

Bounded on the East by PID No. 90093121 Lands of Wayne J. Pothier and Lorna A. Pothier, for a distance of 66 meters more or less

Bounded on the South by PID No. 90093113 Lands of Elizabeth M. Pothier and Michael P. Pothier for a distance of 1,800 meters more or less.

Bounded on the West by the Base Line for a distance of 66 meters more or less.

**PID: 90093287**

**ALL** that certain parcel of land situate approximately 222 meters to the south of Black Pond Road, at Wedgeport, in the County of Yarmouth, Province of Nova Scotia, and being more particularly bounded and described as follows:

Bounded on the North partly by PID No. 90093113 Lands of Elizabeth M. Pothier and Michael P. Pothier, and partly by PID No. 90093261 Lands of Elizabeth M. Pothier and Michael P. Pothier, for a total distance of 2,100 meters more or less to the northwesterly corner of lands of Patrick J. LeBlanc, and partly by PID No. 90093279 Lands of Patrick J. Pothier, for a distance of 45 meters more or less to the Main Road;

Bounded on the East partly by PID No. 90093279 Lands of Patrick J. Pothier for a distance of 34 meters more or less and partly by the Main Road for a distance of 11 meters more or less;

Bounded on the South by PID No. 90093345, PID No. 90093303 and PID No. 90093295 Lands of Martin Doucette and Lisa Doucette, for a total distance of 2,100 meters more or less;

**PID: 90093345**

**ALL** that certain parcel of land situate approximately 267 meters to the south of Black Pond Road, at Wedgeport, in the County of Yarmouth, Province of Nova Scotia, and being more particularly bounded and described as follows:

Bounded on the North by PID No. 90093287 Lands of Patrick J. LeBlanc, for a distance of 1,900 meters more or less;

Bounded on the East partly by PID No. 90093303 Lands of Martin Doucette and Lisa Doucette and partly by PID No. 90093311 Lands of John Pauze and Irene Pauze, for a distance of 49 meters more or less;

Bounded on the South by PID No. 90093352 Lands of Michelle Elaine Pothier, for a distance of 1,900 meters more or less;

Bounded on the West by the Base Line for a distance of 49 meters more or less.

**PID: 90093360**

ALL that certain lot, piece or parcel of land situate, lying and being on the Western side of the Main Road, at Upper Wedgeport, in the County of Yarmouth and Province of Nova Scotia being bounded and described as follows, viz:

BOUNDED on the South by lands formerly of Blanche C. LeBlanc and John B. Pothier, now of the Estate of John B. Pothier and Marie E. Boudreau and Ludger J. Boudreau;

BOUNDED on the East by lands of formerly of Pierre and Mary Pothier, now of Michelle Elaine Pothier;

BOUNDED on the North by lands formerly of Pierre and Mary Pothier, now of Michelle Elaine Pothier;

BOUNDED on the West by the Moulton Grant Line.

CONTAINING in all an estimate 16 acres more or less.

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

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

**PID: 90024373**

**ALL THAT undivided one-third share of that undivided lot of woodland situate on the North side and South side of Black Pond Road, so-called, leading from Wedgeport to Little River Harbour, and known as John Williams Lot.**

**BEING the same lands conveyed to Thomas Surette and F. Madeline Surette by Deed recorded on April 11, 2002 in Book 629, Page 440, document 917.**

**PID: 90024498**

No legal description in Property Online.

**PID: 90093642**



**ALL THAT CERTAIN** lot, piece or parcel of land situate, lying and being to the West of Martin's Road, so-called, at Wedgeport, in the County of Yarmouth and Province of Nova Scotia, being to the West of Lot No. 4 as described in a Warranty Deed recorded in Book 466 at Page 243.

**BEGINNING** at the base line at the Southwest corner bound of Lot 4 lands now or formerly of Simone d'Entremont;

**THENCE** running Northwardly by the said base line and lands of d'Entremont, Desire Boudreau, Melvin Pothier and Ludger Boudreau to a point;

**THENCE** running Westwardly along lands of the Estate of John Pothier to a point;

**THENCE** Southwardly along lands of Blanche LeBlanc and Alice Boudreau tot he lands of Nova Scotia Natural Resources;

**THENCE** Eastwardly by the said lands to the place of beginning.

**PID: 90024480**

**ALL THAT CERTAIN** lot, piece or parcel of land situate, and being on the South side of Road leading from Wedgeport to Comeau's Hill, in the County of Yarmouth and Province of Nova Scotia, know as the Black Pond lot and bounded and described as follows:

Beginning at the base line at the northeast corner of land formerly of Peter Boudreau and now Mildred Boudreau;

Thence westerly along said Boudreau's land, 56 chains to another base line or brook;

Thence northerly along said base line or brook to land formerly of Marine {sic} O. Pothier and now of Louis Surette, et al;

Thence easterly along land of said Louis Surette, et all and lands of Blanche LeBlanc, Simone Pothier and Pauline Cann 56 chains to the first base line;

Thence southerly along said base line to the place of Beginning.

Containing 57 acres more or less.

Together with a right-of-way over an old road leading form the Main Highway to said above described. Being and intended to be the same lands and premises as were conveyed by The director, The Veteran's Land Act to George Venant Boudreau and Alice Theresa Boudreau by Deed of land dated the 27th day of January , 1971 and recorded at the Registry of Deeds office in Yarmouth , Nova Scotia on February 5th, 1971 in Book HA, Page 509, the said George Venant Boudreau having Dies in or around 1978 leaving the said Alice Theresa Boudreau as the sole surviving owner of the lands.

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

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

**PID: 90024647**

**LOT 1**

**ALL THAT CERTAIN LOT, PIECE OR PARCEL of land and premises situate, lying and being on the Eastern side of the main public road at the Village of Wedgeport, aforesaid, and bounded and described as follows:**

**COMMENCING on the Eastern side of the said road at the Southwest corner bound of land formerly of Remi Pothier;**

**THENCE running Southwardly by said road 184 feet to land of formerly Elizabeth Pothier now of Jules V. Pothier;**

**THENCE Eastwardly by said last mentioned land 6 chains 86 links to a ditch on the Western Line of marsh;**

**THENCE Northwardly by said ditch and said marsh 184 feet more or less to land of formerly of Remi Pothier;**

**THENCE Westwardly by said land of formerly of Remi Pothier 7 chains and 18 links to said main public road and the place of beginning.**

**LOT 2**

**ALL THAT CERTAIN OTHER LOT, PIECE OR PARCEL of land and premises situate, lying and being on the Western side of the main public road in the Village of Wedgeport, aforesaid, and bounded and described as follows:**

**BEGINNING on the Western side of said main road at its junction point with the Southeastern side of the cross road leading to the homestead of Marin O. Pothier, deceased;**

**THENCE running Westwardly by said cross road 7 chains and 32 links to a fence on the eastern line of the land of the late Marin O, Pothier;**

**THENCE Southwardly by said fence and land of the late Marin O. Pothier 2 chains and 4 links to another fence and land of formerly of Elizabeth Pothier now of Jules V. Pothier;**

**THENCE Eastwardly by said last mentioned land 6 chains and 36 links to a brook;**

**THENCE Southwardly by said brook 50 links to a stake;**

**THENCE Eastwardly by said last mentioned land 1 chain or to said main road;**

**THENCE Northwardly by said main road 168 feet or to said cross road and the place of beginning;**

*M.B.*

**LOT 4**

ALL THAT CERTAIN OTHER LOT, PIECE OR PARCEL of wood land situate to the Southward of the Black Pond Road, so-called, between Little River and Wedgeport in the County of Yarmouth, set off to the late Cyril Pothier and marked number 3 on the plan of division made between him and his brother, the late John B. Pothier, dated the 8<sup>th</sup> day of February, A.D. 1866 and bounded and described as follows:

BEGINNING on the base line known as Burnette's Line at the Southeast corner bound of lot marked number 2 on said plan set off to the said late John B. Pothier and now in the occupation of the heirs and assigns of Telesphore Pothier, deceased;

THENCE running Westwardly by said lot marked number 2 on said plan now of the heirs and assigns of said Telesphore Pothier, deceased, 56 chains to the land of the heirs of John Surette, deceased;

THENCE Southwardly about 3 degrees and 30 minutes west 20 rods and 11 links to a stake;

THENCE South about 86 degrees and 30 minutes East and parallel with the Southern line of said lot marked number 2, 56 chains to said base line;

THENCE Northwardly about 3 degrees and 30 minutes east 20 rods and 11 links by said base line to the first mentioned bound and place of beginning.

BEING the same lands and premises as were conveyed to Joshua A. LeBlanc by George H. Guest, High Sheriff in and for the County of Yarmouth, by Indenture bearing date the 25<sup>th</sup> day of August, A.D. 1916 and duly recorded in the Office of the Registrar of Deeds at Yarmouth, N.S., in Book D.G. at Page 904.

AND BEING the same lands and premises as were conveyed to Pierre A. Boudreau by Joshua A. LeBlanc by Indenture bearing date October 22, 1919 and duly recorded in the Office of the Registrar of Deeds at Yarmouth in Book D.G., at Page 904 in which said Deed 7/8ths of said land were conveyed, and in a further Deed from Alfred M. Pothier to Pierre A. Boudreau dated February 16, 1955 in which said Deed the balance of 1/8<sup>th</sup> of said lands were conveyed to said Pierre A. Boudreau.

AND ALSO BEING the same lands and premises as were conveyed by Deed from Elmer George Boudreau and Evelyn Irene Boudreau to Pierre A. Boudreau and Adelaide V. Boudreau bearing date November 10<sup>th</sup>. A.D. 1959 and duly recorded in the Office of the Registrar of Deeds at Yarmouth, N.S. in Book F.Z. at Page 185 on November 19<sup>th</sup>, 1959.

AND ALSO BEING and intended to be Lots 1, 2, and 4 conveyed to Mildred and Alexandre Boudreau by Deed dated February 28, 1961 recorded in Book G.A. at Page 631 at the Registry of Deeds Office in Yarmouth, Nova Scotia.

Excepting and reserving to Mildred Boudreau a right to exclusively utilize and occupy the above noted properties during her lifetime.

*M.B.*

PID: 90024613

Land situate, lying and being south of Black Pond Road, in the County of Yarmouth, Province of Nova Scotia and being more particularly bounded and described as follows:

On the North by land now or formerly of Alexander Boudreau;

On the South by Owner Unknown;

On the East by the base line;

On the West by land now or formerly of Bruno Boudreau and James Harvey Doucette.

Containing 82.64 acres more or less.

PID: 90024621

Land situate lying and being at Comeau's Hill, in the County of Yarmouth and Province of Nova Scotia and being more particularly bounded and described as follows:

On the North by Owner Unknown;

On the South by Owner Unknown;

On the East by the base line;

On the West by land now or formerly of James Harvey Doucette;

Containing 168.18 acres more or less.

PID: 90024639

PID 90024639

All and singular that land situate lying and being at Comeau's Hill, in the County of Yarmouth, Province of Nova Scotia, and being more particularly bounded and described as follows:

On the north by lands formerly Owner Unknown [now assessed to Doreen Randall, and Christine Zaenker] 5927 feet more or less to a point on the baseline of lands of the Crown in Right of the Province of Nova Scotia;

On the South by lands formerly Owner Unknown, [now assessed to Alecster Fisheries] 5927 feet more or less and by lands of Harvey Doucette, Jr.

On the East by the baseline of lands of the Crown in Right of the Province of Nova Scotia 1480 feet

On the West by the Melbourne Road 730 feet more or less

Being and intended to be the same land as was conveyed by Tax Deed to Hans Hausgaard (Hausgaard) dated November 5, 1981 and recorded at the Yarmouth Registry of Deeds office on November 27, 1981 in Book NE at Page 423 as document number 5630.

Further being Lot 6 in the joint tenancy deed with the said Hans Hausgaard and Inge Hausgaard dated December 1 2004 and recorded December 2 2004 under document number 81012834.

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

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

**PID: 90024696**

Land situate, lying and being at Comeau's Hill, in the County of Yarmouth, Province of Nova Scotia and being more particularly bounded and described as follows:

On the North by Owner Unknown;

On the South by Owner Unknown;

On the East by the water;

On the West by Comeau's Hill Road, One Thousand and Thirty Feet (1030') more or less and by Marie E. Harris and by George R. Harris.

Containing 169.42 acres more or less.

BEING AND INTENDED TO BE one of the lots conveyed by Helen Munroe (Widow) and Roy LeBlanc (Executor) to Geraldine Munroe by Quit Claim Deed dated March 11<sup>th</sup>, 1991, and duly recorded at the Registry of Deeds Office at Yarmouth, Nova Scotia, on March 14<sup>th</sup>, 1991, in Book 483 at Page 1025 as Document # 1367.

PID: 90024795

Land situate, lying and being at Comeau's Hill, in the County of Yarmouth, Province of Nova Scotia and being more particularly bounded and described as follows:

On the North by Owner Unknown;

On the South by Owner Unknown;

On the East by the base line;

On the West by land now or formerly of Robert F. Harris and Vernon Boudreau;

Containing 132.17 acres more or less.

PID: 90024894

**Land situate, lying and being at Comeau's Hill Road, in the County of Yarmouth and Province of Nova Scotia and being more particularly bounded and described as follows:**

**On the North by land now or formerly of Alvin Harris and Owner unknown;**

**On the South by Owner Unknown;**

**On the East by Base Line;**

**On the West by land now or formerly of Alvin Harris and Comeau's Hill Road, 670 feet more or less.**

**Containing 150 acres more or less.**

**BEING AND INTENDED TO BE one of the lots conveyed by Helen Munroe (Widow) and Roy LeBlanc (Executor) to Geraldine Munroe by Quit Claim Deed dated March 11<sup>th</sup>, 1991, and duly recorded at the Registry of Deeds Office at Yarmouth, Nova Scotia, on March 14<sup>th</sup>, 1991, in Book 483 at Page 1025 as Document # 1367.**

PID: 90024985

Land situate, lying and being at Comeau's Hill in the County of Yarmouth

BOUNDED on the north by owners unknown;

BOUNDED on the south by owners unknown;

BOUNDED on the east by the water;

BOUNDED on the west by Comeau's Hill Road 1030 feet more of less and by Marie E. Harris and by George R. Harris.

Containing 169.42 acres more or less.

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

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: YARMOUTH COUNTY

Registration Year: 1981

Book: NE Page: 503 Document Number: 5686

PID: 90007071



THIS CERTIFIES that on the 12 day of MARCH, A.D., 1981, the following property, being all that certain piece, parcel or lot of land situate, lying and being at Comeaus Hill, in the County of Yarmouth, Province of Nova Scotia, assessed as "Owner Unknown" on the assessment rolls of the Municipality of the District of Argyle, vested absolutely in Her Majesty the Queen in the Right of the Province of Nova Scotia, pursuant to Section 157A of the Assessment Act, Revised Statutes of Nova Scotia 1967, as amended by Chapter 18 of the Statutes of Nova Scotia 1978, which property is more particularly bounded and described as follows:

BOUNDED on the north by lands assessed to Thomas Fitzgerald and to Maurice Munro (5900 feet more or less);

BOUNDED on the east by a portion of the western boundary of lands granted to Capt. Ebenezer Moulton and by the shore of Goose Bay (1700 feet more or less);

BOUNDED on the south by lands assessed to Theresa Harris and by lands assessed as Owner Unknown (5900 feet more or less);

BOUNDED on the west by the Comeaus Hill Road and by lands assessed to the Estate of William Harris, Robert F. Harris, Herman Harris, Thomas Fitzgerald, Theresa Harris and Laurie M. Nickerson;

BEING AND INTENDED TO BE that lot of land containing 175 acres, more or less, having property code 95-140372-001-000-000 and assessment account number 03640418, listed as Owner Unknown in the Assessment Office for the Municipality of the District of Argyle at Tusket and shown outlined in red on the sketch marked Schedule "A" attached hereto and forming part of this Indenture.

TAKE NOTE THAT the said parcel of land will cease to vest if any person upon application within one year of the property so vesting proves to the satisfaction of the Minister of Lands and Forests, (P. O. Box 698, Halifax, Nova Scotia, B3J 2T9) or failing him, a judge of the Supreme or County Court, that he owns the land and upon payment of the rates, taxes, interest and allowance for expenses paid by the Minister of Lands and Forests.

IN WITNESS WHEREOF the Minister of Lands and Forests, by the authority of Section 157A of the Assessment Act and by Order in Council No. 79-425 dated the 10th day of April, A.D., 1979, has executed this

Indenture at Halifax, in the County of Halifax, Province of Nova Scotia,  
the day and year first above written.

**PID: 90007089**

PID 90007089

Location/County: COMEAUS HILL ROAD LITTLE RIVER HARBOUR /YARMOUTH

Related to the following Department of Natural Resources Provincial Government Parcel Identifier(s) (PGPI):

18 25 00108

This legal description has been prepared in compliance with a Registrar General Order to the Registrar of Deeds registered in 2008 as Document No.91001199 in the Registration District of Yarmouth.

**PID: 90007105**

PID 90007105

Location/County: COMEAUS HILL ROAD COMEAUS HILL /YARMOUTH

Related to the following Department of Natural Resources Provincial Government Parcel Identifier(s) (PGPI):

18 25 00109

This legal description has been prepared in compliance with a Registrar General Order to the Registrar of Deeds registered in 2008 as Document No.91001199 in the Registration District of Yarmouth.

# SCHEDULE "B" - Site Plan

