DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2026.

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF YARMOUTH, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 932 Highway 1, Hebron, Province of Nova Scotia,

(Hereinafter referred to as the "Municipality")

OF THE FIRST PART

- and -

WALTER SPINNEY, an individual residing in the Municipality of the District of Yarmouth, in the Province of Nova Scotia with a personal address at [redacted] Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located at 10177 Highway 3, Arcadia, (PID 90333832) hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Hamlet (HAM) on the Generalized Future Land Use Map of the Municipal of the District of Yarmouth Municipal Planning Strategy (the "Municipal Planning Strategy") and zoned Hamlet Residential (HR) on the Zoning Map of the Municipality of the District of Yarmouth Land Use By-law (the "Land Use By-law"); and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit renovations of the existing building into a 27-unit residential dwelling on the Property (the "Development"); and

WHEREAS Policy 4-88 of the Municipal Planning Strategy and Section 15.5 of the Land Use By-law enable Council to consider entering into a development agreement to allow for adaptive re-use of former institutional buildings; and

WHEREAS Policy 4-56 of the Municipal Planning Strategy and Section 15.5 of the Land Use By-law enable Council to consider by development agreement proposals for dwellings containing five (5) or more dwelling units on a lot in the Hamlet Residential Zone; and

WHEREAS the Council of the Municipality, at a meeting held on October 28, 2026, approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto and the other conditions herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use Bylaw, except those as defined as follows:

(a) 'Landscaped' means any combination of trees, shrubs, flowers or other vegetative ground cover, decorative stonework, or other hard surfacing material of a different texture than adjacent paving and screening, berming, or similar elements.

1.2 Schedules

The following attached schedules shall form part of this Agreement:
Schedule A - Legal Description
Schedule B – Site Plan
Schedule C – Easement Area
Schedule D – Easement Agreement

1.3 Municipal Planning Strategy, Land Use By-law and Subdivision By-law

(a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Municipality of the District of Yarmouth, effective on January 25, 2024, as amended from time to time, or any successor Municipal Planning Strategy;

(b) *Land Use By-law* means the Land Use By-law of the Municipality of the District of Yarmouth, effective on January 25, 2024, as amended from time to time, or any successor Land Use By-law; and

(c) *Subdivision By-law* means the Subdivision By-law of the Municipality of the District of Yarmouth, as amended from time to time, or any successor Subdivision By-law.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

(a) The Parties agree that uses on the Property shall be limited to the following:
   (i) those uses permitted by the underlying zoning in the Land Use By-law; and
   (ii) a 27-unit residential dwelling

   Except as otherwise provided in this Agreement, the provisions of the Land Use By-law and Subdivision By-law apply to any development undertaken pursuant to this Agreement.

2.2 Development Location and Design

The proposed use shall be located entirely within the footprint of the existing building located as shown on the site plan, more particularly described in Schedule B.

2.3 Site Requirements

(a) Accessory buildings are permitted in accordance with Section 6.2 of the Land Use By-law, Accessory Buildings & Structures.
(b) The Owner shall keep all undeveloped areas of the Property landscaped.

2.4 Access and Egress

Parking areas shall be constructed and maintained in accordance with section 8.4 of the Land Use By-law; more particularly, egress onto the Property shall be a minimum 6.0 m wide and sufficient to accommodate two-way traffic;

2.5 Parking

(a) The Owner shall provide a minimum of thirty-three (33) onsite parking spaces on the Property, of which a minimum of three (3) shall be accessible parking spaces.
(b) The dimensions of each parking space shall be a minimum of 2.75 m wide × 6.0 m long.
(c) Parking shall be located approximately as shown as demonstrated on Schedule B- Site Plan.
(d) Parking shall be maintained as permanent hard surface and each parking space shall be clearly marked and maintained.
(e) The number of parking spaces may be varied by the Development Officer.

2.6 Waste Storage & Collection

(a) The Owner shall ensure that all garbage, recycling, and other waste materials stored outdoors are contained within an enclosed structure or are otherwise adequately screened from view from adjacent properties and public roads. Such storage areas shall be maintained so as not to create a nuisance and shall not be located within 10 feet (3.05 m) of an abutting property boundary.
(b) No municipal waste collection service shall be provided to the Development. The Owner shall be solely responsible for the collection, storage, management, and

disposal of all garbage, recyclable materials, organics, and other waste generated by the Development.

(c) The Owner shall ensure that all waste storage facilities, collection arrangements, and waste management practices associated with the Development comply with the Municipality's Solid Waste Resource Collection and Disposal By-law, as amended from time to time, or any successor by-law.

2.7 Water and Sewer Services

(a) The Development shall be serviced by a private on-site potable water supply (well) and by sanitary sewer services authorized by the Director of Public Works. The Owner shall be solely responsible for ensuring that the private water supply is designed, constructed, and maintained in accordance with all applicable provincial legislation, regulations, and standards, and is capable of providing an adequate potable water supply for the Development.

(b) Where improvements, repairs, alterations, or other activities are proposed that would modify or otherwise affect the existing conditions of the Development's connection to the Municipality's sanitary sewer system, detailed design plans for the sanitary sewer servicing connections and layout shall be prepared in accordance with the Municipal Design Specifications Manual and submitted to the Municipal Engineer for review and approval prior to construction.

(c) All on-site water and sanitary sewer infrastructure located within the boundaries of the Property shall remain the sole responsibility of the Owner, including all associated design, construction, operation, maintenance, repair, and replacement.

2.8 Maintenance

(a) The Owner shall keep the Property and Buildings and any portion thereof clean and in good repair. Any driveways, 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.

(b) The Owner shall maintain the driveway to a standard adequate to allow for access by emergency services vehicles.

2.9 Signs and Lighting

(a) All signage shall comply with Section 9 of the Land Use By-law which application shall be subject to a separate permit approval where required by the Land Use By-law.

(b) Exterior lighting for driveways, parking areas, signs or structures shall be of a full cutoff type and shall not emit light above the horizontal to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.10 Fire Safety

(a) The Owner shall ensure that the building is provided with an adequate water supply for fire fighting in accordance with the standards as set out in the most recent version of the National Building Code. No occupancy of the Development shall be permitted unless the volume of on-site water is sufficient to allow at least 30 minutes of fire department hose stream use.

(b) All access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.11 Trail Connection, Parking Area and Easement

(a) The Owner shall provide a pedestrian trail connection across the Property providing continuous pedestrian access between Highway 3 and the municipal trail lands bearing PID 90185976 (the "Trail Connection"), generally in the location shown on Schedule C.

(b) In addition to the parking requirements as set out in Section 2.5 of this Agreement, *Parking*, the Owner shall also provide a public vehicular parking area accommodating not less than five (5) and not more than seven (7) parking spaces (the "Parking Area") for the use of persons accessing the Trail Connection and municipal trail lands generally in the location shown on Schedule C.

(c) The final alignment of the Trail Connection and the location and configuration of the Parking Area may be adjusted from the location shown on Schedule C with the written approval of the Development Officer, provided that the revised alignment:

(i) continues to provide continuous and reasonably direct pedestrian access between Highway 3 and PID 90185976;

(ii) does not materially interfere with required parking, vehicular access, emergency access or servicing of the Development; and

(iii) otherwise remains consistent with the intent of this Agreement.

An adjustment made in accordance with this subsection shall not constitute a substantive amendment to this Agreement.

(d) Once the final alignment of the Trail Connection and the location and configuration of the Parking Area have been determined, the Owner shall execute and deliver for registration an easement agreement substantially in the form attached as Schedule D, granting to the Municipality, for the benefit of PID 90185976, a perpetual and non-exclusive easement over the lands comprising the Trail Connection, the Parking Area, and the lands reasonably required to provide vehicular and pedestrian access between Highway 3 and the Parking Area.

(e) The easement shall permit:

(i) pedestrian access over the Trail Connection by the Municipality and persons lawfully accessing or using the municipal trail lands;

(ii) vehicular and pedestrian ingress and egress to and from the Parking Area;

(iii) the parking of vehicles within the Parking Area by persons lawfully accessing or using the municipal trail lands; and

(iv) access by Municipal employees, agents and contractors with vehicles and equipment where reasonably required for inspection, maintenance, repair or improvement of the Trail Connection or Parking Area.

(f) The Owner shall not obstruct or materially interfere with the use of the easement lands.

(g) The easement agreement shall be executed and registered prior to occupancy of the Development.

(h) The Municipality shall be responsible for the reasonable legal and registration costs associated with preparation and registration of the easement agreement, together with any surveying or legal description costs reasonably required to define the final easement lands.

(i) The discharge or termination of this Development Agreement shall not discharge, terminate or otherwise affect an easement registered pursuant to this Section.

PART 3 CHANGES AND DISCHARGE

3.1 The Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless, in advance of such variation or change, a new agreement has been entered into with the Municipality or this Agreement has been amended to permit the proposed use.

3.2 Any matter not identified as a substantive matter in Subsection 3.3 may be approved in writing by the Development Officer, without a public hearing, in accordance with Section 230 of the Municipal Government Act, provided the Development Officer determines that the proposed change does not significantly alter the intent or effect of this Agreement.

3.3 For the purposes of this Agreement, a "substantive matter" means a change to the approved development that, in the opinion of the Development Officer, materially alters the use, scale, intensity, layout, servicing, environmental impacts, traffic impacts, or other significant characteristics of the development approved by this Agreement.

Without limiting the generality of the foregoing, the following shall be considered substantive matters:

(a) changes to the permitted uses on the Property as identified in Section 2.1, Use;

(b) changes affecting pedestrian access or emergency vehicle access, other than adjustments to the final alignment of the Trail Connection approved in accordance with Section 2.11;

(c) an increase in the number of dwelling units; and

(d) an increase in building footprint, gross floor area, or building height.

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by the Chief Administrative Officer in accordance with Section 229 of the *Municipal Government Act*.

3.5 Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner following a resolution of Council to give such Notice:

(a) as provided for in Section 4.1, *Commencement of Development,* of this Agreement; or

(b) at the discretion of the Municipality, with or without the concurrence of the Owner, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or

(c) at any time upon the written request of the Owner, provided the use of the Property is in accordance with the applicable Land Use By-law or a new agreement has been entered into.

3.6 Council may discharge this Agreement 30 days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

(a) The Owner may not commence any construction or use on the Property until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.

(b) Development as provided in Part 2 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's Chief Administrative Officer in accordance with Section 229 of the Municipal Government Act, 30 days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the Municipality may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

(c) If the Owners are bona fide delayed from commencing the development for reasons which are beyond the Owners' control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owners is excused for the period of the delay and the time period for the Owners to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

(a) The Owner shall provide record drawings to the Development Officer for any portion of the Development for which an engineered design is required within ten (10) days of completion of any work which requires the engineered design.

(b) The Owner shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION & COMPLIANCE

5.1 Compliance with other By-laws and Regulations

(a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

(b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-laws to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

5.3 Interpretation

(a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.

(b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

(c) References to particular sections of statutes and by-laws shall be deemed to be references to any successor legislation and by-laws even if the content has been amended, unless the context otherwise requires.

5.4 Municipal Responsibility

(a) The Municipality does not make any representations to the Owner about the suitability of the Property for the Development proposed by this Agreement. The Owner assumes all risks and must ensure that any proposed Development complies with this Agreement and all other laws pertaining to the Development.

(b) 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.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Owner in writing. In the event that the Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice, then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may 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 Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. 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.

5.6 Costs

The Owner shall pay all costs associated with registering this Agreement and all costs associated with any amendment thereof.

5.7 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*.

5.8 Written Notice

(a) The Municipality may serve notice on the Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to:

Walter Spinney
[redacted]

or at any other address provided by the Owner.

(b) The Owner may serve notice on the Municipality by registered mail addressed to:

Chief Administrative Officer
Municipality of the District of Yarmouth
932 Highway 1
Hebron, NS B5A 5Z5

or at any successor address provided by the Municipality to the Owner.

5.9 Full Agreement

This agreement constitutes the entire agreement and contract entered into by the Municipality and the Owner. No other agreement or representation, oral or written, shall be binding.

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:	**) MUNICIPALITY OF THE DISTRICT OF) YARMOUTH**)))
_____ Witness	Per: _____) John Cunningham, Warden)
_____ Witness	) Per: _____) Victoria Brooks, Chief Administrative Officer)))
	) OWNER))
_____ Witness	Per:_____) Walter Spinney, Owner

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

ON THIS day of , A.D. 2026, 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 **MUNICIPALITY OF THE DISTRICT OF YARMOUTH**, 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 presence.

_____

A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

ON THIS day of , A.D. 2026, 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, **WALTER SPINNEY**, one of the parties thereto, signed, sealed and delivered the same in presence.

_____

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK
MUNICIPALITY OF THE DISTRICT OF YARMOUTH

I, Victoria Brooks of _____, Yarmouth County, Nova Scotia make oath and swear that:

1. I am the Clerk of the Municipality of the District of Yarmouth (the "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.

2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1988, c.18, as amended.

3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the *Municipal Government Act*, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.

4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

I certify that on this _____, 2026
the Municipal Clerk, Victoria Brooks came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

_____ _____

A BARRISTER/COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

Victoria Brooks, Municipal Clerk

Canada
Province of Nova Scotia

Schedule A
Legal Description

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

BEGINNING at a point 33 feet from the centre of Highway No. 3 and a stone wall dividing Arcadia School property and the Estate of Smith Nickerson;

THENCE South 13 degrees 30 minutes West, a distance of 170 feet, to the back line of present Arcadia School Section property East a distance of 50 feet;

THENCE South 1 degree East and running along the Western boundaries to the Estate of Smith Nickerson to the marsh;

THENCE from the place of beginning at Highway along Highway North 80 degrees 30 minutes West for a distance of 277 feet;

THENCE South 36 degrees West an approximate distance of 643 feet, a point 100 feet from the Eastern edge of the brook where line South 36 degrees West meets the marsh;

THENCE in a Southeasterly direction along the marsh to the point where the angle South 1 degree East meets.

Saving and Excepting Lot 2 As shown in Registered Plan No. 113089404 recorded in the Land Registration Office for Yarmouth County.

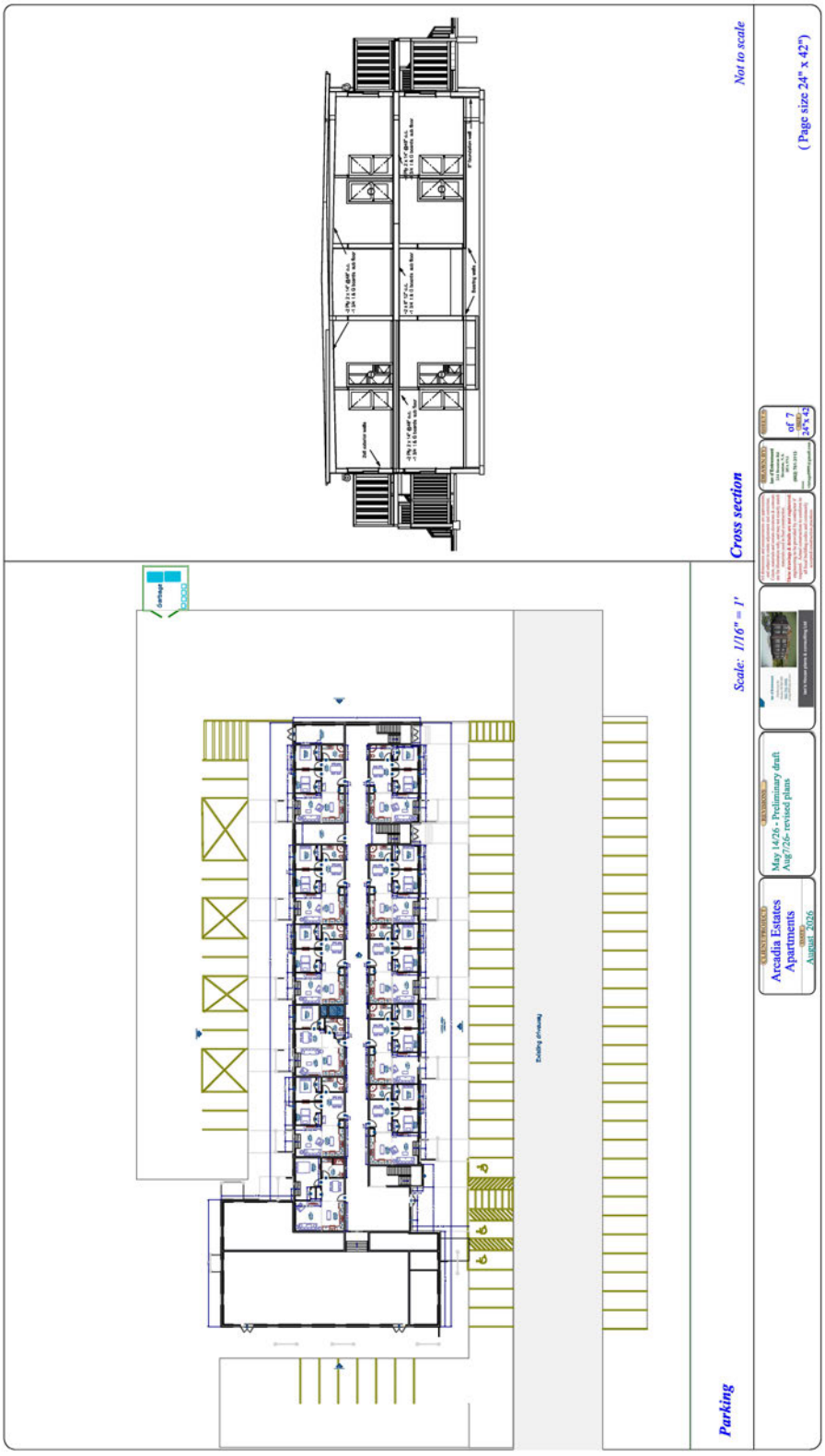
*** Municipal Government Act, Part IX Compliance ***

Compliance:

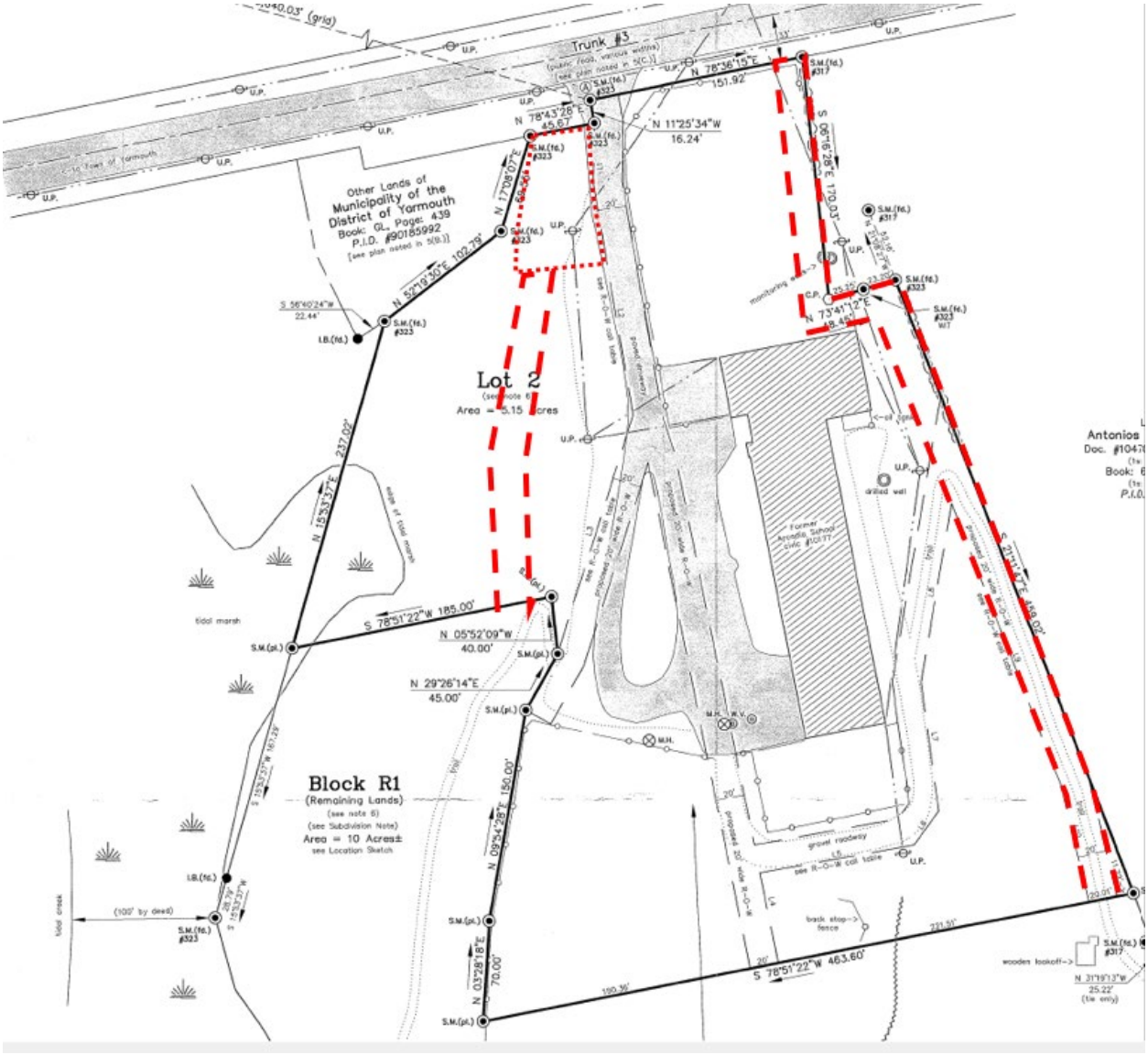
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
Registration District: YARMOUTH COUNTY
Registration Year: 2018
Plan or Document Number: 113089404

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan.

Schedule B
Site Plan



Schedule C
Conceptual Trail Connection and Public Parking Area



SCHEDULE D
FORM OF EASEMENT AGREEMENT

THIS GRANT OF EASEMENT made as of _____, 2026

BETWEEN:

WALTER ISAAC SPINNEY, of Melbourne, in the County of Yarmouth, Province of Nova Scotia
(hereinafter called the "Grantor")

– and –

MUNICIPALITY OF THE DISTRICT OF YARMOUTH, a municipal body corporate pursuant to the *Municipal Government Act*
(hereinafter called the "Municipality")

WHEREAS:

A. The Grantor is the registered owner of lands bearing PID 90333832 (the "Servient Lands");

B. The Municipality is the registered owner of adjacent lands bearing PID 90185976 (the "Dominant Lands"), upon which the Municipality maintains a public trail network;

C. A subdivision plan recorded in 2018 as Plan No. 113089404 depicted rights-of-way intended to provide access to lands retained by the Municipality;

D. Pursuant to Development Agreement DA-01-26, the Grantor is required to establish a revised pedestrian trail connection and public parking area across the Servient Lands between Highway 3 and the Dominant Lands; and

E. The parties have agreed that, following determination of the final trail alignment and configuration of the parking area, a permanent easement will be established over the trail alignment, parking area, and associated vehicular access areas for the benefit of the Dominant Lands.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Easement Lands
The lands subject to this Easement are those portions of the Servient Lands more particularly shown and outlined in red on a plan prepared by Michael S. Doucette, recorded on August 15, 2018 as Plan No. 113089404 and attached hereto as Schedule "A" (the "Easement Lands").

2. Grant of Easement

The Grantor grants to the Municipality, as owner of the Dominant Lands, a perpetual and non-exclusive easement and right-of-way over the Easement Lands for pedestrian access to and from the Dominant Lands and Highway 3, together with the use and maintenance of the Parking Area and the necessary vehicular access thereto.

3. Persons Entitled to Use
The Easement may be exercised by:

(a) the Municipality and its employees, officers, agents and contractors;
(b) members of the public lawfully accessing or using the municipal trail network situated on the Dominant Lands; and
(c) such other persons as may be authorized by the Municipality in connection with the lawful use of the Dominant Lands.

4. Maintenance Access
The Municipality and its employees, agents and contractors may enter upon the Easement Lands with vehicles, machinery and equipment where reasonably required for the inspection, maintenance, repair, replacement or improvement of the trail located within the Easement Lands. This provision does not confer a general right of public vehicular access.

5. Use by Grantor
The Grantor may continue to use the Easement Lands for any purpose that does not materially obstruct or interfere with the exercise of the rights granted by this Easement.

6. Obstructions
The Grantor shall not erect or permit any permanent building or structure upon the Easement Lands and shall not place or permit any fence, gate, vehicle, material or other obstruction upon the Easement Lands where doing so would materially interfere with the exercise of this Easement.

7. Maintenance
The Municipality may inspect, maintain, repair and improve the trail within the Easement Lands as it considers reasonably appropriate for its use as part of the municipal trail network.

Unless otherwise agreed in writing, nothing in this Easement requires the Municipality to provide winter maintenance or to maintain the Easement Lands to any particular standard beyond that required by law.

8. Damage and Restoration
In exercising its rights under this Easement, the Municipality shall use reasonable care to minimize unnecessary damage to the Servient Lands and shall restore any portion of the Servient Lands outside the Easement Lands materially disturbed by the Municipality's maintenance activities.

9. Interference by Grantor
Where the Grantor or any person acting under the Grantor's authority damages the trail or otherwise materially interferes with the exercise of this Easement, the Grantor shall, upon reasonable notice from the Municipality, repair the damage or remove the interference, failing which the Municipality may undertake the necessary work and recover its reasonable costs from the Grantor.

10. Relocation
Following registration of this Easement, the Easement Lands may only be relocated by written agreement between the registered owners of the Dominant Lands and Servient Lands. Any replacement easement shall be registered before the existing Easement is released or discharged.

11. Benefit and Burden
This Easement is appurtenant to and for the benefit of PID 90185976 and burdens PID 90333832. The rights and obligations contained herein run with the respective lands and are binding upon and enure to the benefit of the parties and their respective successors and assigns.

12. Existing Rights
Nothing in this Easement shall be construed as releasing, extinguishing, abandoning or limiting any right-of-way, easement or other access right otherwise existing for the benefit of the Dominant Lands, including any right arising in relation to Plan No. 113089404, except pursuant to a separate instrument expressly providing for such release or extinguishment.

13. Priority
The Grantor shall obtain such postponements, consents or priority agreements from holders of mortgages or other registered interests affecting the Servient Lands as are reasonably required to ensure that this Easement remains enforceable notwithstanding enforcement of any such interest.

14. Registration
The parties authorize and direct that this Easement be registered as a burden upon PID 90333832 and as a benefit to PID 90185976.

IN WITNESS WHEREOF, the Grantor and the Municipality have properly executed this Easement and Agreement the day and year first above written.

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

_____)
Witness)

_____)
WALTER ISAAC SPINNEY

MUNICIPALITY OF THE DISTRICT OF YARMOUTH

_____)
Witness) Per: _____

_____)
Witness) Per: _____

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

I CERTIFY that on the ___ day of _____, 2026, **WALTER ISAAC SPINNEY** signed, sealed and delivered this Indenture in my presence. I have signed as a witness to such execution.

_____
Regan S. W. Murphy
A Barrister of the Supreme Court
of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

I CERTIFY that on the ___ day of _____, 2026, _____, on behalf of the Municipality of the District of Yarmouth, signed, sealed and delivered this Indenture in my presence. I have signed as a witness to such execution.

Regan S. W. Murphy
A Barrister of the Supreme Court
of Nova Scotia

SCHEDULE "A"
EASEMENT LANDS

[FINAL DESCRIPTION OR PLAN IDENTIFYING THE EASEMENT LANDS, INCLUDING THE TRAIL ALIGNMENT, PARKING AREA, AND ASSOCIATED VEHICULAR ACCESS AREAS, TO BE INSERTED FOLLOWING FINAL APPROVAL.]