

TO: Mayor and Council

FROM: Glen Boone, Director of Development and Planning

DATE: November 17, 2023

SUBJECT: Development Agreement Multiple PIDs – Elemental Energy - Higgins Mountain

ORIGIN: On June 13, 2023, planning staff received a development agreement application for the Higgins Mountain Wind Farm Project from Elemental Energy on behalf of Higgins Mountain Wind Farm LP regarding the properties at Higgins Mountain Road, Higgins Mountain - PIDs 25267428, 25267410, 25360041, 25088725, 25088733 (the “subject properties”). The subject properties are located in the communities of Higgins Mountain, Sutherland Lake, and Wentworth.

LEGISLATIVE AUTHORITY: MGA PART VIII PLANNING AND DEVELOPMENT

MGA Section 205: Requirements for Adoption of Planning Documents

Municipal Planning Strategy Policy 4-56A:

Council shall consider entering into a development agreement to permit proposals for medium- and large-scale wind turbines in the Agriculture Zone, Rural Resource Zone, Mixed-use Zone, General Commercial Zone, Urban Industrial Zone, Rural Industrial Zone, and Country Commercial Zone subject to the following requirements:

- a) the proposal shall not be located within areas subject to the Wind Turbine Restricted Overlay of the Land Use By-law;*
- b) the proponent shall host a minimum of three public meetings, each advertised at least 14 days in advance through a newspaper circulating in the municipality, and submit to the Municipality meeting notes containing a description of questions and issues raised and corresponded answers and mitigative measures;*
- c) the proponent shall satisfy Council that the proposal includes tangible public benefits, demonstration of which may include, but is not limited to, a public benefit fund established with proceeds from the project, a pooled lease mechanism, the use of local suppliers, and equity investments from residents of the Municipality and community in which the project is located;*
- d) any medium-scale wind turbines shall have a separation distance of at least 200 metres or 2 times their height, whichever is larger, from habitable buildings external to the wind project, and 2 times their height from wind turbines (excepting domestic-scale) external to the wind project;*
- e) any large-scale wind turbines shall have a separation distance of at least 1,000 metres or 3.5 times their height, whichever is larger, from habitable buildings*

- external to the wind project, and 4 times their height from wind turbines (excepting domestic-scale) external to the wind project;*
- f) the wind turbines shall be set back a minimum of 85 metres from natural gas pipeline rights-of-way;*
 - g) the wind turbines shall be set back a minimum of 1.25 times their height from habitable buildings internal to the wind project, property lines external to the wind project, and street and railway rights-of-way;*
 - h) the proposal shall meet the policies for development agreements outlined in Section 6.3.*

Municipal Planning Strategy Policy 4-56B:

Development agreements for medium- and large-scale wind turbines, as provided for in Policy 4-56A, shall, in addition to the provisions required for all development agreements outlined in Section 6.3, include:

- a) provisions related to the ongoing operation and maintenance of the development, including, at a minimum:
 - (i) requiring the proponent to notify Council if a turbine has malfunctioned or ceases to produce power for a period exceeding six continuous months;*
 - (ii) requiring the proponent to repair or to notify Council of their intent to decommission any non-functional turbine within 18 months of providing notice under subsection i;*
 - (iii) establishing a process for receiving and responding to public complaints related to the operation and maintenance of the development;*
 - (iv) requiring the proponent to ensure that all turbines operate within the noise and shadow flicker requirements established by the Provincial Environmental Assessment process.*
 - (v) requiring the proponent to submit to Council a report outlining compliance with the terms of the development agreement within 24 months of commissioning the last turbine in the development; and**
- b) a requirement for the posting of a decommissioning bond or other similar surety of an amount not less than 125% of the estimated present-day cost to decommission the development minus any estimated present-day scrap value of the turbines. Such estimate shall be prepared by a Professional Engineer, licensed to practice in Nova Scotia at the expense of the proponent.*

A full analysis of the above policies is provided in Appendix B.



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RECOMMENDATION: THAT Council approve first reading of the Higgins Mountain Energy Wind Project Development Agreement for PIDs 25267428, 25267410, 25360041, 25088725, 25088733, AND will schedule a Public Hearing for the proposed development agreement at a future Council Meeting.

BACKGROUND: The subject properties constitute approximately 9,074 acres and are accessed from Higgins Mountain Road, with the project area extending south to the Colchester municipal boundary (Appendix A). The application is to enter into a development agreement to facilitate a wind turbine project consisting of up to 12 large scale wind turbines and supporting infrastructure. The development site consists of 5 separate parcels, all of which have lease agreements with Higgins Mountain Wind Farm LP. The adjacent properties exhibit a range of Rural Resource (Rsrc) zone uses as well as Residential Recreation (RRec) uses at Sutherland Lake in the west and along Highway 4 in the east. The project extends into Colchester County with an additional 5 wind turbines which are regulated by the Municipality of Colchester.

DISCUSSION: The subject properties are designated as Resource on Schedule A of the Municipal Planning Strategy (MPS) and zoned Rural Resource (Rsrc) Zone in the Land Use Bylaw. MPS Policy 4-56A allows for the consideration of large-scale wind turbines located in the Rural Resource Zone by development agreement. In addition to the general requirements for development agreements found in Section 3 of the Municipal Planning Strategy, MPS Policy 4-56B provides mandatory provisions for large scale wind turbines to be included in the development agreement. The application was received from Elemental Energy on June 12, 2023, and along with additional information requested by staff, is considered a complete application.

Of note, Policy 4-56A(b) requires that three public meetings be “each advertised at least 14 days in advance through a newspaper circulating in the municipality”. This requirement was not met for two of the three meetings held in June 2023. The applicant notes that all landowners within 2 kilometers of the project boundary were mailed invitations to these events. The applicant also has a relationship with area landowners dating back to 2007. Appendix C provides an overview of the proponent’s most recent public engagement efforts.

The project’s Community Liaison Committee (CLC) was formed in 2019. The purpose of the CLC is to act as an advisory body to the project proponent by providing input on existing or potential concerns of the community with respect to the project plan and activities; and to represent community interest by providing an avenue for the mutual exchange of information between the proponent and the community with respect to any existing or potential environmental effects of the project plan and activities. Public open houses were held in October and December of 2021.

A draft of the development agreement is provided In Appendix D.

FINANCIAL IMPLICATIONS: No costs to the Municipality are anticipated. Tax revenue generated over the 25-year course of the project is estimated at \$17.1M. The Community Benefits Fund is



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discussed in the review of Policy 4-56A in Appendix B.

ENVIRONMENTAL IMPLICATIONS: The applicant received Environmental Assessment approval for the Higgins Mountain Wind Farm Project from the Provincial Department of Environment and Climate Change on May 4, 2023. The project would be required to follow all requirements related to the Environmental Assessment over the course of operations and during decommissioning. Language contained within the draft development agreement aligns the Municipality's requirements with those of the Province.

COMMUNITY ENGAGEMENT: The applicant has provided a summary of the most recent community engagement as Appendix C. If Council approves first reading of this application, a public hearing could be held on the above matter at a date of Council's choosing. In accordance with MGA Section 206, notices will be placed in a locally circulated newspaper. A sign will be posted on the property providing additional notice.

ALTERNATIVES: Council may defer the issue to a later date, request further information, or reject the proposed development agreement based on conflict with a policy in the Municipal Planning Strategy.

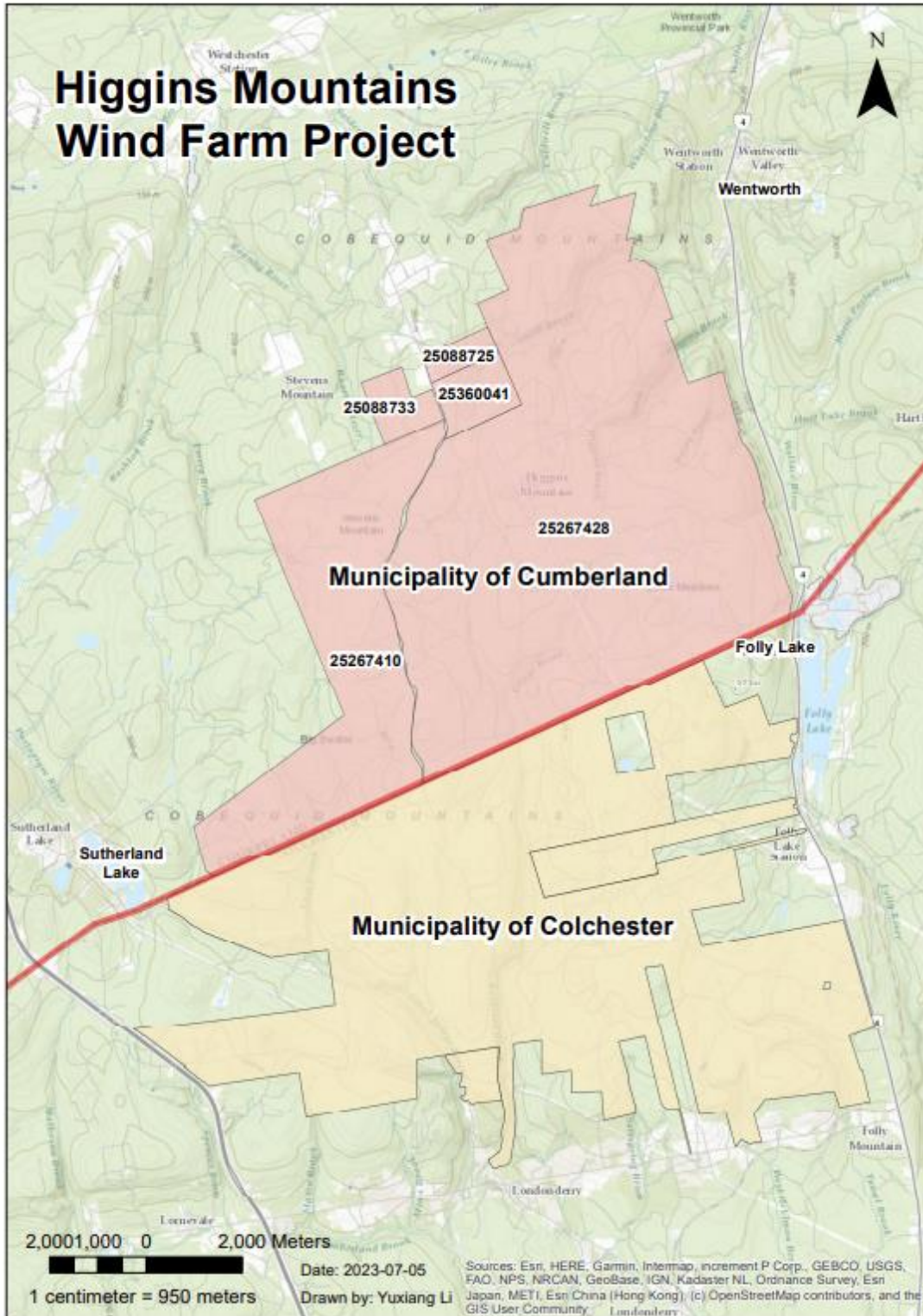
ATTACHMENTS:

- Appendix A: Project Area Map
- Appendix B: Policy Analysis
- Appendix C: Public Engagement Summary
- Appendix D: Draft Development Agreement

Report prepared by: Darren Shupe, Senior Planner, BCP

Report and Financial approved by:

Appendix A – Project Area Map





Appendix B – Policy Analysis

DA23-01 (Higgins Mountain Wind Farm Project) Policy Analysis

There are several policies to consider when reviewing this development agreement application. The first is MPS Policy 4-56A which contains requirements specific large scale wind turbine developments.

Policy 4-56A Council shall consider entering into a development agreement to permit proposals for medium- and large-scale wind turbines in the Agriculture Zone, Rural Resource Zone, Mixed-use Zone, General Commercial Zone, Urban Industrial Zone, Rural Industrial Zone, and Country Commercial Zone subject to the following requirements:	
Requirement	Comment
(a) The proposal shall not be located within areas subject to the Wind Turbine Restricted Overlay of the Land Use By-law;	Project is located outside the restricted areas.
(b) The proponent shall host a minimum of three public meetings, each advertised at least 14 days in advance through a newspaper circulating in the municipality, and submit to the Municipality meeting notes containing a description of questions and issues raised and corresponded answers and mitigative measures;	<p>Elemental Energy most recently held three public meetings on June 26 (Amherst), June 27 (Westchester), and June 29 (Londonderry, Colchester County) 2023 that were advertised in the Colchester Wire on June 14th and 21st. Meeting invitations were mailed to all landowners within two kilometers on the project site. The 14-day advertising requirement was met for only the June 26th meeting.</p> <p>The applicant held open house events In October and December of 2021. A formal relationship with area communities commenced in 2019 with the establishment of a Community Liaison Committee (CLC). The CLC has held 18 meetings since being formed.</p> <p>A summary of the public meetings held in June 2023 is included at Appendix C for Council’s consideration.</p>
(c) The proponent shall satisfy Council that the proposal includes tangible public benefits, demonstration of which may include, but is not limited to, a public benefit fund established with proceeds from the project, a pooled lease mechanism, the use of local suppliers, and equity investments from residents of the Municipality and community in which the project is located;	<p>The program will consist of:</p> <ul style="list-style-type: none"> a. Funding of \$100,000 annually, commencing January 1st of the year after Commercial Operation Date and continuing until the end of the term of the PPA or Decommissioning commences, whichever is sooner. b. Limiting funding eligibility to not-for-profit organizations, registered charitable organizations or Indigenous groups, with operations or interests within the municipal boundaries of Cumberland

	County and/or Colchester County. c. Annual reporting of the fund balance, grants and other community benefits.
(d) Any medium-scale wind turbines shall have a separation distance of at least 200 metres or 2 times their height, whichever is larger, from habitable buildings external to the wind project, and 2 times their height from wind turbines (excepting domestic-scale) external to the wind project;	N/A
(e) Any large-scale wind turbines shall have a separation distance of at least 1,000 metres or 3.5 times their height, whichever is larger, from habitable buildings external to the wind project, and 4 times their height from wind turbines (excepting domestic-scale) external to the wind project;	As per the application, height of wind turbines is 210m. All 12 wind turbines are 1,000m from habitable buildings external to the project (nearest habitable building is 1126m from WTG 9). There are no wind turbines external to the wind project within 4 times the height of proposed turbine locations.
(f) The wind turbines shall be set back a minimum of 85 metres from natural gas pipeline rights-of-way;	There are no known natural gas pipelines near the project site.
(g) The wind turbines shall be set back a minimum of 1.25 times their height from habitable buildings internal to the wind project, property lines external to the wind project, and street and railway rights-of-way;	The height of the proposed turbine model for this project is up to 210m, which would require a 262.5m setback from external property lines. All 12 wind turbines meet the required setback on the submitted site plan.

The second policy of concern refers to required development agreement provisions for large-scale wind turbines.

Policy 4-56B: <i>Development agreements for medium- and large-scale wind turbines, as provided for in Policy 4-56A, shall, in addition to the provisions required for all development agreements outlined in Section 6.3, include:</i>	
Development Agreement Requirement	Comment
a) provisions related to the ongoing operation and maintenance of the development, including, at a minimum:	
i) requiring the proponent to notify Council if a turbine has malfunctioned or ceases to produce power for a period exceeding six continuous months;	A notification provision has been included in the Draft Development Agreement pertaining to any wind turbines inoperative for a period exceeding six (6) continuous months.
ii) requiring the proponent to repair or to notify Council of their intent to decommission any non-functional turbine within 18 months of providing notice under subsection i.;	A notification provision has been included in the Draft Development Agreement pertaining to the intent to decommission any non-functioning wind turbines within eighteen (18) months of providing notice under subsection i.
iii) establishing a process for receiving and	Section 9.1 of the Environmental Assessment (EA)

responding to public complaints related to the operation and maintenance of the development;	Approval stipulates the development of a complaint resolution plan.
iv) requiring the proponent to ensure that all turbines operate within the noise and shadow flicker requirements established by the Provincial Environmental Assessment process.	Section 4.2 of the EA Approval requires the submission of an updated sound modelling and shadow flicker study to be completed prior to road construction and/or upgrades. This will be reflected in the Draft Development Agreement.
v) requiring the proponent to submit to Council a report outlining compliance with the terms of the development agreement within 24 months of commissioning the last turbine in the development; and	A provision has been included in the Draft Development Agreement requiring the proponent to submit to Council a report outlining compliance with the terms of the development agreement within 18 months of commissioning the last turbine in the development.
b) a requirement for the posting of a decommissioning bond or other similar surety of an amount not less than 125% of the estimated present-day cost to decommission the development minus any estimated present-day scrap value of the turbines. Such estimate shall be prepared by a Professional Engineer, licensed to practice in Nova Scotia at the expense of the proponent.	A provision has been included in the Draft Development Agreement requiring the proponent to post a decommissioning bond to reflect this criterion.

The last policy to consider includes the general criteria required for all development agreements.

Policy 6-19: Council shall not amend the Land Use By-law or approve a development agreement unless Council is satisfied the proposal:	
Requirement	Comment
a) Is consistent with the intent of this Municipal Planning Strategy	Proposal is generally consistent with the intent of the MPS. Policy 4-56A(b) requires that public meetings be “each advertised at least 14 days in advance through a newspaper circulating in the municipality” was not met for two of the three meeting held in June 2023.
b) Does not conflict with any Municipal or Provincial programs, by-laws, or regulations in effect in the municipality.	None that are apparent. Environmental Assessment (EA) approval was issued by the Provincial Department of the Environment and Climate Change on May 4, 2023.
c) Is not premature or inappropriate due to:	
i. The ability of the Municipality and/or Village (where applicable) to absorb public costs related to the proposal.	There are no public costs related to the proposal.
ii. Impacts on existing drinking water supplies, both private and public.	An assessment of the geophysical environment is included as Section 7.2 of the EA registration

	document. Mitigation measures have been recommended, primarily during the construction and decommissioning phases.
iii. The adequacy of central water and sewage services or, where such services are not available, the suitability of the site to accommodate on-site water and sewage services.	The project has limited requirements for on-site water and sewage services which can be accommodated at a suitable location.
iv. The creation of excessive traffic hazards or congestion on road, cycling, and pedestrian networks within, adjacent to, or leading to the proposal.	NS Public Works must approve any public road access or private road intersection. These are based on safe stopping sight distances as determined by Nova Scotia Public Works.
v. The adequacy of fire protection services and equipment	Access roads are required to be maintained to accommodate emergency services.
vi. The adequacy and proximity of schools and other community facilities.	N/A
vii. The creation of a new, or worsening of a known, pollution problem in the area, including, but not limited to, soil erosion and siltation of watercourses.	Conditions of the Environmental Assessment contain regulations including the submission of a sediment and erosion control plan (Section 5.3) as well as a reporting requirement for sulphite bearing materials (Section 5.5).
viii. The potential to create flooding or serious drainage issues, including within the proposal site and in nearby areas.	Conditions of the Environmental Assessment contain regulations including the submission of a surface water management plan (Section 5.2).
ix. Impacts on sensitive environments, as identified on Schedule B of the MPS.	The project is located outside of the areas identified as sensitive environments on Schedule B of the MPS.
ixA. Impacts on wildlife corridors.	A Wildlife Management Plan is required under Section 6.2 of the EA Approval.
x. Impacts on known habitat for species at risk.	Reviewed in Addendum Part 7 of the Environmental Assessment. Section 6 of the EA Approval provides conditions regarding species at risk.
xA. Risks presented by geohazards.	No Karst topography or abandoned mines have been identified in the area.
xi. The suitability of the site in terms of grades, soil and geological conditions, the location of watercourses and wetlands, and proximity to utility rights-of-way.	Watercourse and wetlands assessments have been included in the EA submission as Appendix F and I respectively. A utility right-of-way transects the project area roughly north to south.
xii. Negative impacts on the viability of existing businesses in the surrounding community, including, but not limited to, the risk of land use conflicts that could place limits on existing operational procedures.	Concerns regarding visual and noise impacts were brought forward at the public meetings. Existing forestry and agriculture operations on the project site are anticipated to run concurrent during the life span of the wind facility.



CUMBERLAND COUNCIL
CDR
Date: November 22, 2023

Appendix C – Public Engagement Summary

Appendix D - Draft Development Agreement

DEVELOPMENT AGREEMENT
Higgins Mountain Wind Energy Project, Higgins Mountain NS

This Agreement made this _____ Day of _____, 2023.

Between

The Municipality of the County of Cumberland,
a body corporate (hereinafter called “the
Municipality”)

-and-

Of the First part

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

Of the Second part

-and-

Northern Timber Nova Scotia Corporation,
Payson Dobson Lumber Limited, Philip Adams
& Sterling McLellan, Wayne MacCallum &
Michael Johnson
(Hereinafter Called “the Property Owners”)

Of the Third part.

WHEREAS the Developer has entered into certain Leases and Easements for lands of the Property Owners (PIDs 25267428, 25267410, 25360041, 25088725, 25088733), (hereinafter referred to as “the Property”), which lands are more particularly described in Schedule ‘A’ attached hereto, for the purpose of

constructing and operating a large-scale wind turbine project consisting of twelve large-scale wind turbines, access roads, fencing, service buildings, and transmission equipment (the “Project”); and

WHEREAS the Developer has entered into a rate based power purchase agreement for renewable wind energy with Nova Scotia Power Inc. dated April 11, 2023; and

WHEREAS the Property is situated within an area designated ‘Resource’ on the Future Land Use Map of the **Municipal Planning Strategy**, and zoned ‘Rural Resource (Rsrc)’ on the Zoning Map of the **Land Use By-law**; and

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

WHEREAS the Developer has requested that the Municipality enter into a Development Agreement (“the Agreement”) to allow a Large-Scale Wind Energy Project on the Property (“the Development”) pursuant to Policy 4-56A

WHEREAS Policies 4-56A, 4-56B, 6-11, 6-12, 6-13, 6-19, and 6-20 of the **Municipal Planning Strategy** and Section 5.1 of the **Land Use By-law** allow Municipal Council to consider the proposed development on the Property by Development Agreement only; and

WHEREAS the Council of the Municipality of the County of Cumberland at a meeting on the _____ Day of _____, 2023 approved a Development Agreement on the Properties, to allow the Development, subject to the execution of the Development Agreement by the parties hereto; and:

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

1. DEFINITIONS

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Municipality of Cumberland Land Use By-law (LUB), except those defined as follows:

“**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**.

“Bonding” means the placement of a Decommissioning Bond.

“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 five thousand, nine hundred (5,900) dollars per turbine 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**.

“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 Bond” means a bond identifying the Municipality as the beneficiary issued by a recognized surety licensed to carry on business in Nova Scotia, or comparable other form of surety acceptable to the Municipality in its sole discretion, exercised reasonably, to secure a Decommissioning Plan. The Bond shall be in the amount not less than one hundred and twenty-five percent (125%) of the estimated present-day cost to decommission the Wind Turbine; less the estimated scrap value.

“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 Developer and the Municipality, detailing the methods and estimated costs for decommissioning the Facilities in compliance with this Agreement.

“Development Permit” means a document authorizing a development issued pursuant to the Land Use By-law.

“Environmental Assessment Approval” means the approval document issued

by the Province of Nova Scotia's Department of Environment and Climate Change on May 4, 2023, for the Environment Assessment Application submitted by Higgins Mountain Wind Farm LP for the Higgins Mountain Wind Farm Project.

"Force Majeure Event" means an event beyond the reasonable control of 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.

"Land Use By-law" means the Municipality of Cumberland **Land Use By-law** adopted by Council on April 4, 2018, 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 Cumberland **Municipal Planning Strategy** adopted by Municipality Council on April 4, 2018, as amended from time to time.

"NSECC" means Nova Scotia Environment and Climate Change, the provincial department that 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 or PPA" 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.

“Surety” means a company legally capable of acting as the surety for the **Decommissioning Bond**.

“Wind Energy Facility or Facility”, 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 Wind Turbines;
- 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.

2. SCHEDULES

The following attached Schedules shall form part of this Agreement:

- a) Schedule 'A' - Legal Description of Properties
- b) Schedule 'B' - Site Plan

3. PERMITTED USES

That the development on the Property shall use the Property in general accordance with the Site Plan attached to this Agreement as Schedule 'B' and shall be limited to:

- a) Up to Twelve (12) Wind Turbines, including the foundation, tower and electrical controllers for each. Each wind turbine shall have a maximum capacity of 7.0 MW.
- b) Accessory uses associated with the Facility including but not limited to any electrical distribution lines or cabling, communication lines, electric transformers, towers, interconnection or switching facilities, telecommunication equipment, energy storage facilities, power generation facilities, access roads, driveways, meteorological towers, water wells, wind measurement equipment, maintenance/administrative/control buildings, maintenance yards,

fencing, gates, berms or other earthworks for environmental protection, signage, and any related equipment, apparatus, accessories, works or appurtenances thereto.

- c) Uses existing at the time of project initiation, namely forestry and agricultural uses as defined in the **Land Use By-law**.
- d) Temporary construction uses and structures incidental to construction as per Section 5.12 of the **Land Use By-law**.

Except as otherwise provided for in this Agreement, the provisions of the **Land Use By-law**, as amended from time to time, apply to any development on the Property.

4. REQUIREMENTS FOR DEVELOPMENT PERMIT APPLICATIONS

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

- a) A detailed site plan showing location of all **Wind Turbines** planned for the site, project phases, property lines, required setbacks, and the location and distance of all adjacent residential dwellings and habitable buildings. The site plan must refer to Section 6 of this Agreement.
- b) An estimate for time of commissioning of all **Wind Turbines**.
- c) Details regarding construction access and hours of operation during construction.
- d) A Copy of the **Environmental Assessment Approval** and confirmation from a qualified professional regarding compliance of the Developer with the requirements of the **Environmental Assessment Approval**.
- e) A **Decommission Plan** including calculations to verify the amount of a Decommission Bond prepared by a qualified professional.
- f) The Developer shall provide a process for receiving and responding to public complaints related to the operation and maintenance of the Facility.
- g) The Developer shall be obligated to establish and implement 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 \$5,900 per turbine, commencing January 1st of the year after

- Commercial Operation Date** and continuing until the end of the term of the **PPA** or Decommissioning commences, whichever is sooner.
- ii. Limiting funding eligibility to not-for-profit organizations, registered charitable organizations or Indigenous groups, with operations or interests within the municipal boundaries of Cumberland County and/or Colchester County.

h) Other information as required by the Development Officer.

5. BONDING

Bonding shall be provided prior to starting construction of the Wind Energy Facility.

6. LAND USE REQUIREMENTS

- a) Wind Turbines may be located anywhere on the Property subject to the following criteria:
 - i. Compliance with the **Environmental Assessment Approval**, as may be amended time to time by Nova Scotia Environment and Climate Change.
 - ii. The site plan must demonstrate the following:
 - (a) All wind turbines shall have a separation distance of at least 1,000 metres or 3.5 times their height, whichever is larger, from habitable buildings external to the wind project, and 4 times their height from wind turbines external to the wind project;
 - (b) the wind turbines shall be set back a minimum of 1.25 times their height from habitable buildings internal to the wind project, property lines external to the wind project, and street rights-of-way;

7. LIGHTING

- a) The lighting on the Property shall be sufficient to promote the safety and security of all users, including but not limited to, users of pedestrian walkways and parking. Without limiting the foregoing, lighting shall be directed to driveways, parking areas, loading areas, dwelling entrances, and walkways.
- b) Security and site lighting shall not be intrusive and shall be directed so that they do not reflect onto adjacent properties.
- c) A lighting splay plan shall be submitted to the Development Officer as required.

8. ACCESS

- a) The Developer shall have access to all wind turbines.
- b) The Developer shall construct a temporary turnaround area sufficient to carry the weight of heavy equipment at the end of each access road, to the satisfaction of the Municipal Engineer.
- c) All access driveways shall be maintained to a standard to accommodate emergency services.

9. SIGNAGE

Signage shall not exceed that which is permitted by the **Land Use By-law**.

10. PHASING

Wind Turbine Project construction may occur in phases.

11. CONSTRUCTION

Construction activities shall occur between 6:00 am and 11:00 pm.

12. OPERATIONS

- a) The Developer shall notify the Development Officer when all Wind Turbines are Commissioned.
- b) The Developer shall submit to Council a report outlining compliance with the terms of the Agreement within 24 months of Commissioning the last turbine in the Development.
- c) The Developer shall notify the Development Officer of any amendments to the **Environmental Assessment Approval**.

13. MAINTENANCE

- a) The Developer shall notify the Municipality if one or more of the wind turbines has malfunctioned or ceased to produce power for a period exceeding six continuous months.
- b) The Developer shall repair or notify the Municipality of its intent to decommission any non-functional turbines within 18 months of providing notice under Section 13(a).
- c) The Developer shall ensure that all Wind Turbines comply, at all times, with the **Environmental Assessment Approval**.

14. HAZARDOUS MATERIALS

14.1 The Developer shall ensure that any hazardous materials within the Property shall be stored, handled and labelled according to Workplace Hazardous Materials Information Systems (WHMIS) Regulations, as well as any other applicable federal or provincial regulation or legislation, so as to prevent the accidental release or otherwise of any of these substances to the air, ground or water.

14.2 The Developer shall ensure that bulk storage of any hazardous material shall be located at least one hundred (100) metres from any watercourse or wetland as identified in the Environmental Assessment Approval.

15. DECOMMISSIONING AND ABANDONMENT

15.1 The Developer shall decommission the Project and remove Project Facilities in compliance with this Agreement within 18 months from the date Project Abandonment occurs and restore the premises to as close to pre-construction conditions as reasonably practical. The Developer shall decommission the Project Facilities as follows:

- a) All surface and subsurface drainage structures displaced or damaged during decommissioning shall be repaired.
- b) All Wind Turbines, Transmission Lines, meteorological towers, above ground junction boxes, and above ground pad-mount transformers, if applicable, shall be removed.
- c) Wind Turbine foundation pedestals shall be removed to a depth of four feet below ground level.
- d) Underground collector lines, wires, and cables shall be removed to a depth of four feet below grade. Underground collector lines, wires, and cables may be abandoned in place if they are at least a depth of four feet below grade.

15.2 As a requirement for Development Permit application, the Developer shall submit to the Municipality a **Decommissioning Plan** complying with the specifications of this Agreement.

15.3 The Developer shall submit an updated Decommissioning Plan 10 years after the Commercial Operation Date, and every 5 years thereafter so long as the Project is operational.

15.4 Within 60 days of the Commercial Operation Date , the Developer shall provide a Decommissioning Bond and shall maintain the Decommissioning Bond for the benefit of the Municipality to assist landowners in removing the Project

Facilities. The Municipality may draw on or make a claim against the Decommissioning Bond for the actual cost incurred by the Municipality to perform the Developer's decommissioning obligations if the Developer fails to comply with such obligations set forth in Sections 15.1 and 26.4 of this Agreement.

15.5 The Decommissioning Bond shall be adjusted, as needed, within 45 days after subsequent updates to the Decommissioning Plan to reflect the then-current Decommissioning Cost. The Decommissioning Bond shall remain in place until the earlier of (i) two years after Abandonment if the Municipality has not drawn on or made a claim against the full amount of the Decommissioning Bond, (ii) the date that the Municipality provides written notice to the Developer authorizing the release of the Decommissioning Bond, or (iii) the date the Developer has completed its decommissioning obligations under this Agreement as evidenced by an inspection report prepared by a Professional Engineer, licensed to practice in Nova Scotia, documenting the decommissioning work that the Developer has completed in compliance with the Decommissioning Plan.

16. COMMUNITY BENEFITS FUND PROGRAM

16.1 The Community Benefits Fund Program shall be administered either by a dedicated Community Benefit Fund Committee (CBFC) or provided through an addition to the Terms of Reference of an existing Community Liaison Committee to the satisfaction of Council.

16.2 The CBFC will oversee the management and distribution of the CBF, ensuring that funds are allocated in accordance with this Agreement.

16.3 The CBFC will submit periodic reports, at minimum annually, to the Municipality, detailing the progress, challenges, and outcomes of Community Benefits funded initiatives.

17. CHANGES AND ALTERATIONS

- a) The Development Officer may approve minor changes to the site plan in the following circumstances, as long as any changes comply with the **Environmental Assessment Approval** and **Land Use By-law** except for where they have been amended by this Agreement:
 - i. Location of internal road network
 - ii. Location of Wind Turbines
 - iii. Location of laydown areas

- iv. Location of ancillary facilities and accessory uses as defined in Section 3(b)
 - v. The granting of an extension to the date of commencement of the Agreement
- b) That the following matters are non-substantive matters which may be changed or altered without a public hearing, but upon a motion of Council:
- i. The hours of operation during construction.
 - ii. Changes to the Agreement to comply with the **Environmental Assessment Approval** issued by **NSECC**.
 - iii. Changes to the 18-month decommissioning period as described in Section 15.1 limited to a one-time request to a maximum of six months.
 - iv. Should the **Minister** responsible for the **Environmental Assessment Approval** release the **Developer** from their obligations to have and maintain a Community Liaison Committee, the **Developer** can then make a request to Council to administer the **Community Benefits Fund** program corporately which will include an annual program summary to Council.
- c) That the following matters are substantive matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
- i. An increase in the number of wind turbines or maximum power generated by each turbine subject to the requirements of the EA.
 - ii. An addition to the number of properties comprising the **Wind Energy Facility** which results in a larger **Facility** area.
 - iii. All other matters not covered by 17a and 17b.
- d) Notwithstanding the foregoing, provided all conditions have been met, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged against the Property or any individual parcel by Council at the request of the Developer or Property Owner without a public hearing.
- e) Before discharge, the Developer must satisfy all conditions of the **Agreement** as it relates to the lands being discharged.

18. APPLICABILITY OF THE AGREEMENT

The Developer agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

19. APPLICABILITY OF THE LAND USE BY-LAW AND THE SUBDIVISION BYLAW

Except as otherwise provided in this Agreement, the provisions of the **Land Use By-Law** and the Subdivision Bylaw as amended from time to time, apply to any development, use or subdivision on the Property.

20. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

- a) Nothing in this agreement shall exempt or be taken to exempt the Developer from general compliance with federal, provincial, and/or municipal statutes, regulations and/or bylaws. This includes compliance with other By-laws or Regulations in force within the Municipality, including the Building Code By-law and Subdivision By-law, and obtaining any Federal, Provincial or Municipal license, permission, permit, authority, or approval required. The Developer agrees to observe and comply with all such laws, bylaws and regulations as may be in force from time to time, in connection with the development and use of the Property.
- b) The Developer shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the development including, but not limited to, sanitary sewer system, water supply system, stormwater sewer and drainage systems and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Municipality and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Developer. All design drawings and information shall be certified by a Professional Engineer or appropriate profession as required by this Agreement or other approval agencies.

21. CONFLICT

- a) Where a provision of this Agreement conflicts with that of any bylaw of the Municipality applicable to the Property (other than the **Land Use By-law** to the extent varied by this Agreement) or any provincial or federal statute or regulation, or any provision in the **Environmental Assessment Approval**, or any provision in the Lease Agreement with any of the Property Owners, the higher or more stringent requirements shall prevail.
- b) In case of conflict, the text of the Agreement prevails over the Schedules.

22. COSTS

Except as otherwise expressly set out 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.

The Developer is responsible for all costs associated with recording this Agreement in the Land Registration Office. These costs are included in the Development Agreement Application Fee that is collected by the Municipal Fees Policy.

23. FULL AGREEMENT

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Developer. No other agreement or representation, oral or written, shall be binding on either party.

24. 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.

25. INTERPRETATION

- a) Where the context requires, the singular shall include the plural.
- b) 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.

26. ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

26.1 Enforcement

The Developer and Property Owners agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Property during all reasonable hours with consent of the Developer or the Property Owners, which shall not be unreasonably withheld. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Property, the Developer agrees to allow for such an inspection during any reasonable hour within seventy-two (72) hours of receiving such a request.

26.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer sixty (60) days written notice of the failure or default, then in each such case:

- a) Permission to operate a Wind Energy Facility under this Agreement shall be automatically terminated.
- 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 and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act;
- d) The Municipality may by resolution discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the **Land Use By-law**; or
- e) 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.

26.3 Expenses

In addition to the costs to be paid pursuant to Section 26.2, reasonable expenses incurred by the Municipality in exercising its rights under Section 15 shall be paid by the Developer to the Municipality. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Municipality, or the Property to their original condition before the beginning of work on the development, costs incurred for entry on the Properties and performance of the Developer's obligations, and all

solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Municipality as a debt and may be recovered from the Developer by direct suit. The Developer shall pay interest on any sum so expended by the Municipality at the same monthly rate charged by the Municipality for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense.

26.4 Enforcement of Decommission Plan

At the end of the operational life of a **Wind Energy Facility** or part thereof, occurring either at the choice of the Developer and/or Property Owner or for any other reason contemplated in this Agreement, and upon a finding by the Development Officer that the **Decommissioning Plan** has not been carried out in a way satisfactory to the Development Officer, the Development Officer may:

- a) Give notice to the Developer and/or Property Owner advising them of any steps necessary to complete the Decommission Plan and directing the Owner and/or Operator to take such steps to complete Decommissioning of the **Wind Energy Facility** within a reasonable period of time and at the Owner and/or Developer's expense.
- b) If the Developer and/or Property Owner does not abide by the direction of the Development Officer within a reasonable period of time after notice is given carry out any steps the Development Officer had deemed necessary to complete Decommission of the **Wind Energy Facility** on behalf of the Owner and/or Developer.
- c) The Municipality shall be entitled to call upon the **Decommissioning Bond** provided to cover the costs of decommission in accordance with the **Decommissioning Plan**.

- d) In the event the **Decommissioning Bond** does not cover the cost of decommissioning the Developer and/or Property Owner shall be and shall be jointly and severally responsible for the remaining costs and immediately payable upon demand by the Development Officer. Any costs not recovered shall form a lien against the Property or individual properties where work was carried out in accordance with s.507 of the Municipal Government Act, 1998 S.N.S. c. 18, as amended.

- e) If excess funds remain after the Decommissioning Bond is called upon to cover the costs of decommission in accordance with the Decommissioning Plan, these remaining funds shall be returned to the Developer.

26.5 Indemnity

The Developer shall at all times indemnify and save harmless the Municipality from and against all claims demands, loss, costs, damages, actions, suits or other proceedings by whomever made, sustained, or brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to any acts or occasions resulting from negligence by the Developer or its servants or agents or employees in the fulfilment of any of its obligations under this Agreement. The Developer hereby release the Municipality and in the absence of bad 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.

27. TERM AND TERMINATION OF AGREEMENT

- a) This Agreement shall be in effect until discharged by resolution of the Council of the Municipality pursuant to the *Municipal Government Act*, whereupon the **Land Use By-law** shall apply to the Property.

- b) The Developer and Property Owners shall sign this Agreement within 180 calendar days from the date the appeal period lapses, 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.

- c) The Municipality may discharge this Agreement if the use described herein has not been commenced within thirty (30) months of the date of this Agreement.
- d) In this Agreement, the Development is deemed to have been commenced or started when a **Development Permit** for any part of the development has been issued.
- e) The Municipality may discharge this Agreement if construction of the Development or the use described herein is discontinued for twelve (12) months or longer.
- f) This Agreement shall enure to the benefit of and be binding upon the Municipality and its successors and assigns and shall enure to the benefit of and be binding upon the Developer, their heirs, executors, administrators, mortgagees, lessees, and assigns, and all subsequent owner or owners from time to time of the Property, until discharged.

28. NOTICE

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 to:

Municipality of Cumberland
6 Main Street, PO Box 1000
Springhill, NS B0M 1X0
Attention: Greg Herrett, Chief Administrative Officer

And if to the Developer

Higgins Mountain Wind Farm Limited Partnership by its general partner Higgins Mountain Wind Farm General Partner Inc.
Suite 2150-745 Thurlow Street
Vancouver, BC V5C 0B3
Attention: James Houssian, Director

And if to the Property Owners to:

Northern Timber Nova Scotia Corporation

Payson Dobson Lumber Limited

Philip Adams and Sterling McLellan

Wayne MacCallum and Michael Johnson

29. COUNTERPARTS

This agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument, which shall be sufficiently evidenced by any such original counterpart. A copy of a signed counterpart may be delivered by fax, PDF email or other electronic means which shows a reproduction of the signature, and such shall be considered complete delivery and shall be deemed to be a signed original.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors and assigns.

[REMAINDER OF PAGE INTENTIONALLY BLANK –

SEE FOLLOWING PAGES FOR EXECUTION]

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

SIGNED, SEALED AND DELIVERED

In the presence of:

**Higgins Mountain Wind Farm
Limited Partnership by its
general partner Higgins
Mountain Wind Farm General
Partner Inc.**

Witness

Per:

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Municipality of Cumberland

Witness

Mayor

Witness

Municipal Clerk

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Northern Timber Nova Scotia Corporation

Witness

Per:

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Payson Dobson Lumber Limited

Witness

Per:

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Philip Adams

Witness

Sterling McLellan

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Wayne K MacCallum

Witness

Michael R Johnson

AFFIDAVIT OF STATUS AND VERIFICATION

I, **Name** of **City**, in the County of **County** and Province of Nova Scotia, make oath and say as follows:

1. That I am the **Office/Position** of **Higgins Mountain Wind Farm Limited Partnership** (the “**Company**”) and except as otherwise stated, I have personal knowledge of the matters herein deposed to.
2. I am authorized to execute the foregoing instrument on behalf of the Company and thereby bind the Company.
3. I executed the foregoing instrument for and on behalf of the Company and have thereby bound the Company.
4. I acknowledge that the Company executed the foregoing instrument by its proper officer(s) duly authorized in that regard as of the date of this Affidavit. This acknowledgement is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act*, S.N.S. 2001 c.6, as the case may be, for the purpose of registering the instrument.
5. That the Company is not a non resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
6. That for the purpose of this Affidavit, “matrimonial home” means the dwelling and real property occupied by a person and that person’s spouse as their family residence and that:
 - (a) Ownership of a share or an interest in a share of the Company does not entitle the owner of such share or interest to occupy a dwelling owned by the Company; and
 - (b) the lands described in the within Indenture have never been occupied as a dwelling by any of the shareholders and none of the shareholders have the right to occupy the dwelling as a matrimonial home pursuant to any agreement.

SWORN TO at Halifax, **in the Halifax Regional Municipality**, in the Province of **Nova Scotia**, this day of **November, 2023** before me,

A Barrister of the Supreme Court of Nova Scotia.

Name

AFFIDAVIT OF STATUS AND VERIFICATION

I, **Greg Herrett** of Amherst, in the County of Cumberland and Province of Nova Scotia, make oath and say as follows:

1. That I am the Chief Administrative Officer of **The Municipality of the County of Cumberland** (the “**Company**”) and except as otherwise stated, I have personal knowledge of the matters herein deposed to.
2. I am authorized to execute the foregoing instrument on behalf of the Company and thereby bind the Company.
3. I executed the foregoing instrument for and on behalf of the Company and have thereby bound the Company.
4. I acknowledge that the Company executed the foregoing instrument by its proper officer(s) duly authorized in that regard as of the date of this Affidavit. This acknowledgement is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act*, S.N.S. 2001 c.6, as the case may be, for the purpose of registering the instrument.
5. That the Company is not a non resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
6. That for the purpose of this Affidavit, “matrimonial home” means the dwelling and real property occupied by a person and that person’s spouse as their family residence and that:
 - (a) Ownership of a share or an interest in a share of the Company does not entitle the owner of such share or interest to occupy a dwelling owned by the Company; and
 - (b) the lands described in the within Indenture have never been occupied as a dwelling by any of the shareholders and none of the shareholders have the right to occupy the dwelling as a matrimonial home pursuant to any agreement.

SWORN TO at _____, in the
County of _____, in the
Province of **Nova Scotia**, this
day of **November, 2023** before me,

A Barrister of the Supreme Court of
Nova Scotia.

Greg Herrett, CAO

AFFIDAVIT OF STATUS AND VERIFICATION

I, **Name** of **City**, in the County of **County** and Province of Nova Scotia, make oath and say as follows:

1. That I am the **Office/Position** of **Northern Timber Nova Scotia Corporation** (the "**Company**") and except as otherwise stated, I have personal knowledge of the matters herein deposed to.
2. I am authorized to execute the foregoing instrument on behalf of the Company and thereby bind the Company.
3. I executed the foregoing instrument for and on behalf of the Company and have thereby bound the Company.
4. I acknowledge that the Company executed the foregoing instrument by its proper officer(s) duly authorized in that regard as of the date of this Affidavit. This acknowledgement is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act*, S.N.S. 2001 c.6, as the case may be, for the purpose of registering the instrument.
5. That the Company is not a non resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
6. That for the purpose of this Affidavit, "matrimonial home" means the dwelling and real property occupied by a person and that person's spouse as their family residence and that:
 - (a) Ownership of a share or an interest in a share of the Company does not entitle the owner of such share or interest to occupy a dwelling owned by the Company; and
 - (b) the lands described in the within Indenture have never been occupied as a dwelling by any of the shareholders and none of the shareholders have the right to occupy the dwelling as a matrimonial home pursuant to any agreement.

SWORN TO at _____, **in the**
County of _____, **in the**
Province of **Nova Scotia**, this
day of **November, 2023** before me,

A Barrister of the Supreme Court of
Nova Scotia.

Name

AFFIDAVIT OF STATUS AND VERIFICATION

I, **Name** of **City**, in the County of **County** and Province of Nova Scotia, make oath and say as follows:

- 7. That I am the **Office/Position** of **Payson Dobson Lumber Limited** (the “**Company**”) and except as otherwise stated, I have personal knowledge of the matters herein deposed to.
- 8. I am authorized to execute the foregoing instrument on behalf of the Company and thereby bind the Company.
- 9. I executed the foregoing instrument for and on behalf of the Company and have thereby bound the Company.
- 10. I acknowledge that the Company executed the foregoing instrument by its proper officer(s) duly authorized in that regard as of the date of this Affidavit. This acknowledgement is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act*, S.N.S. 2001 c.6, as the case may be, for the purpose of registering the instrument.
- 11. That the Company is not a non resident of Canada within the meaning of Section 116 of the *Income Tax Act* (Canada).
- 12. That for the purpose of this Affidavit, “matrimonial home” means the dwelling and real property occupied by a person and that person’s spouse as their family residence and that:
 - (a) Ownership of a share or an interest in a share of the Company does not entitle the owner of such share or interest to occupy a dwelling owned by the Company; and
 - (b) the lands described in the within Indenture have never been occupied as a dwelling by any of the shareholders and none of the shareholders have the right to occupy the dwelling as a matrimonial home pursuant to any agreement.

SWORN TO at _____, **in the**
County of _____, **in the**
Province of **Nova Scotia**, this
day of **November, 2023** before me,

A Barrister of the Supreme Court of
Nova Scotia.

Name

AFFIDAVIT OF STATUS

We, **Philip Adams and Sterling McLellan**, of Amherst, in the County of Cumberland, Province of Nova Scotia, make oath and say as follows:

1. That I am one of the Property Owners in the foregoing Development Agreement and I am of the full age of nineteen (19) years.
2. That I am now, and intend to be at the date of closing, a resident of Canada within the meaning of the *Income Tax Act* (Canada).
3. I acknowledge that I executed the foregoing instrument under seal on the date of this affidavit. This acknowledgment is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
4. That for the purpose of this my Affidavit, "spouse" means either of a man or a woman who:
 - (a) are married to each other;
 - (b) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity;
 - (c) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year; or
 - (d) have made a registered domestic partner declaration in accordance with Section 53 of the *Vital Statistics Act*.
5. That, as of the date hereof, I am not a spouse; and, with respect to the within property, I have no former spouse or former domestic partner with matrimonial rights thereto.

SWORN TO at _____, in the
County of _____, in the
Province of Nova Scotia, this
day of _____, 2023, before
me

Philip Adams

Sterling McLellan

A Barrister of the Supreme Court of
Nova Scotia.

AFFIDAVIT OF STATUS

We, **Wayne K MacCallum and Michael R Johnson**, of Higgins Mountain, in the County of Cumberland, Province of Nova Scotia, make oath and say as follows:

1. That I am one of the Property Owners in the foregoing Development Agreement and I am of the full age of nineteen (19) years.
2. That I am now, and intend to be at the date of closing, a resident of Canada within the meaning of the *Income Tax Act* (Canada).
3. I acknowledge that I executed the foregoing instrument under seal on the date of this affidavit. This acknowledgment is made pursuant to s. 31 of the *Registry Act*, R.S.N.S. 1989, c. 392 or s. 79 of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
4. That for the purpose of this my Affidavit, "spouse" means either of a man or a woman who:
 - (a) are married to each other;
 - (b) are married to each other by a marriage that is voidable and has not been annulled by a declaration of nullity;
 - (c) have gone through a form of marriage with each other, in good faith, that is void and are cohabiting or have cohabited within the preceding year; or
 - (d) have made a registered domestic partner declaration in accordance with Section 53 of the *Vital Statistics Act*.
5. That, as of the date hereof, I am not a spouse; and, with respect to the within property, I have no former spouse or former domestic partner with matrimonial rights thereto.

SWORN TO at _____, in the County of _____, in the Province of Nova Scotia, this day of _____, 2023, before me

Wayne K MacCallum

A Barrister of the Supreme Court of Nova Scotia.

Michael R Johnson

AFFIDAVITS OF EXECUTION

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Higgins Mountain Wind Farm Limited Partnership**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, before me, the subscriber personally came and appeared _____ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **The Municipality of the County of Cumberland**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Northern Timber Nova Scotia Corporation**, one of the parties
thereto, caused the same to be executed in its name and on its behalf and its corporate
seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Payson Dobson Lumber Limited**, one of the parties thereto,
signed, sealed and delivered the same in their presence.

A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Philip Adams**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Sterling McLellan**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Wayne K MacCallum**, one of the parties thereto, signed, sealed and delivered the same in their presence.

A BARRISTER OF THE SUPREME
COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA
COUNTY OF CUMBERLAND, NS

ON THIS _____ day of _____ A.D., 2023, 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 **Michael R Johnson**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in their presence.

A COMMISSIONER OF THE SUPREME

COURT OF NOVA SCOTIA

Schedule A – Description of Leased Lands

1. PID 25267428

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Higgins Mountain, Cumberland County, more particularly bounded and described as follows:

BEGINNING at Crown post 270, located on the Southern boundary of lands herein described and being the northwestern boundary of lands now or formerly of Nova Scotia Natural Resources;

THENCE 69 degrees, 35 minutes, 26 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 234.34 meters, to post and stones MB1;

THENCE 66 degrees, 23 minutes, 10 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 338.09 metres, to post and stones MB4;

THENCE South 89 degrees, 29 minutes, East, Magnetic 1944 along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 11.91 chains, to post and stones MB5;

THENCE 65 degrees, 33 minutes, 19 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 577.693 metres, to post and stones Sn299;

THENCE 48 degrees, 22 minutes, 57 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 174.788 metres, to post and stones Sn300;

THENCE 337 degree, 02 minutes, 54 seconds along the Western boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 157.996 metres, to Crown post 895;

THENCE North 01 degree, 30 minutes, East, Magnetic 1962 along the Western boundary of Nova Scotia Natural Resources lands, a distance of 29.65 chains to Crown post 891;

THENCE 337 degrees, 54 minutes, 14 seconds along the Western boundary of lands now or formerly of Lorena Jean Hall, a distance of 791.24 metres, to post and stones Sn408;

THENCE 67 degrees, 33 minutes, 51 seconds along the Northern boundary of Hall lands, a distance of 442.595 meters, to a Road post located on the Eastern boundary of Trunk 4 Highway;

THENCE following along the Eastern boundary of Trunk 4 in a Northerly direction to a Road Post, said post being , 340 degrees, 00 minutes, 11 seconds a tie distance of 1,248.005 metres to a Road post;

THENCE 251 degrees, 07 minutes, 57 seconds along the Southern boundary of lands now or formerly of Old Town Realty Limited, a distance of 317.794 metres, to post and stones Sn302, located on the Western boundary of the Canadian National Railway;

THENCE following along the Western boundary of said railway in a Northerly direction to a post and stones Sn303, being 345 degrees, 03 minutes, 12 seconds a tie distance of 742.310 metres, from post and stones Sn302;

THENCE 250 degrees, 53 minutes, along the Southern boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 586.002 metres, to post and stones MB9 and Sn285;

THENCE North 04 degrees, 18 minutes, East, Magnetic 1948, along the Western boundary of Nova Scotia Natural Resources lands, a distance of 48.18 chains, to post and stones MB10 and Crown post 880;

THENCE South 84 degrees, 58 minutes, East, Magnetic 1948, along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 6.07 chains, to post and stones MB11;

THENCE North 04 degrees, 12 minutes, East, Magnetic 1948, along the Western boundary of lands now or formerly of Jamie K. Letcher, lands now or formerly of Alonzo and Doris Fletcher and lands now or formerly of Derrick K. Lockhart and Tracy M. Patriquin, a distance of 55.03 chains, to post and stones MB12;

THENCE North 83 degrees, 30 minutes West, Magnetic 1948, along the Southern boundary of lands now or formerly of Fred W. MacNaughton, Joan Lulla Black, Elizabeth Robb, Eleanor Sanford, Edmund George Smith, James Michael Smith, Thomas Alfred Smith, Ronald Wendell Smith, Stephen Hawley Smith, Joan Luella MacNaughton, Elizabeth Hemeon Robb, and Kenneth Ian, a distance of 19.18 chains, to post and stones MB13;

THENCE North 36 degrees, 15 minutes, East, Magnetic 1948, along the Western boundary of lands of Fred W. MacNaughton, Joan Lulla Black, Elizabeth Robb, Eleanor Sanford, Edmund George Smith, James Michael Smith, Thomas Alfred Smith, Ronald Wendell Smith, Stephen Hawley Smith, Joan Luella MacNaughton, Elizabeth Hemeon Robb, and Kenneth Ian, a distance of 14.20 chains, to post and stones MB14;

THENCE North 32 degrees, 40 minutes, East, Magnetic 1977, along the Western boundary of lands now or formerly of Project Management Limited, a distance of 32.04 chains, to Scott survey marker 3544;

THENCE 252 degrees, 32 minutes, 08 seconds along the Southern boundary of lands now or formerly of Northern Timber Nova Scotia Corporation, a distance of 36.16 chains, to Scott survey marker 3543;

THENCE 202 degrees, 46 minutes, 11 seconds along the Western boundary of Northern Timber Nova Scotia Corporation lands, a distance of 16.92 chains, to Scott survey marker 3542;

THENCE North 84 degrees, 30 minutes, West, Magnetic 1977, along the Southern boundary of lands now or formerly of Payson Dobson Lumber Limited, a distance of 32.94 chains to a post;

THENCE North 84 degrees, 45 minutes, West, Magnetic 1977, along the Southern boundary of Payson Dobson Lumber Limited lands, a distance of 22.58 chains, to Scott survey marker 3541;

THENCE South 35 degrees, 30 minutes, West, Magnetic 1977, along the Eastern boundary of Payson Dobson Lumber Limited lands, a distance of 14.51 chains, to Scott survey marker 3540;

THENCE North 88 degrees, 45 minutes, West, Magnetic 1977, along the Southern boundary of Payson Dobson Lumber Limited lands, a distance of 24.70 chains, to Scott survey marker 3539;

THENCE South 02 degrees, 30 minutes, West, Magnetic 1977, along the Eastern boundary of lands now or formerly of Patricia A. Adams and Rodney H. Adams, a distance of 21.65 chains, to post and stones MB17;

THENCE South 03 degrees, 33 minutes West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Harold L. Rushton and Lela Margaret E. Rushton, a distance of 20.20 chains, to post and stones MB18;

THENCE North 87 degrees, 16 minutes, West, Magnetic 1948, along the Southern boundary of Rushton lands, a distance of 24.37 chains, to post and stones MB19;

THENCE South 03 degrees, 37 minutes, West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Patricia A. Adams and Rodney H. Adams, lands now or formerly of Philip Rushton and Sterling McLean, and unknown lands, a distance of 79.74 chains, to post and stones MB20;

THENCE North 88 degrees, 09 minutes, West, Magnetic 1948, along the Southern boundary of unknown lands, a distance of 58.95 chains more or less, to post and stones MB21 located on the Western boundary of the Higgins Mountain Road;

THENCE following along the Higgins Mountain Road in a Northeasterly and Northerly direction to post and stones MB22, being North 32 degrees, 08 minutes, East, Magnetic 1948, a tie distance of 13.46 chains, from post and stones MB21;

THENCE North 86 degrees, 53 minutes, West, Magnetic 1948, along the Southern boundary of lands now or formerly of Wayne K. MacCallum and Michael R. Johnson, a distance of 46.47 chains, to post and stones MB23;

THENCE North 88 degrees, 37 minutes, West, Magnetic 1977, along the Southern boundary of lands now or formerly of Ralph O. Brown and Eleanor Jean Brown, a distance of 31.59 chains, to Scott survey marker 3791;

THENCE South 01 degrees, 21 minutes, West, Magnetic 1979, along the Eastern boundary of lands now or formerly of Bragg Lumber Company Limited, a distance of 15.55 chains, to Scott survey marker 3792;

THENCE North 88 degrees, 49 minutes, West, Magnetic 1979, along the Southern boundary of Bragg Lumber Company Limited lands, a distance of 15.59 chains, to Scott survey marker 3793;

THENCE North 32 degrees, 33 minutes, West, Magnetic 1979, along the South Western boundary of Bragg Lumber Company Limited lands, a distance of 8.25 chains, to Scott survey marker 3794;

THENCE North 02 degrees, 59 minutes, East, Magnetic 1979, along the Western boundary of Bragg Lumber Company Limited lands, a distance of 8.76 chains, to post and stones MB26;

THENCE North 87 degrees, 39 minutes, West, Magnetic 1948, along the Southern boundary of Brown lands, a distance of 52.73 chains, to post and stones MB27;

THENCE South 00 degrees, 15 Minutes, West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Robert and Cara Murray, lands now or formerly of Bragg Lumber Company Limited, a distance of 132.25 chains, to Crown Post 2 and post and stones MB28;

THENCE South 01 degrees, 16 minutes, West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 41.54 chains, to Crown Post 3 and post and stones MB29;

THENCE 233 degrees, 26 minutes, along the Southern boundary of Nova Scotia Natural Resources lands, a distance of 1,456.658 metres, to Crown Post marker 4;

THENCE 232 degrees, 31 minutes, 19 seconds along the Southern boundary of Nova Scotia Natural Resources lands and lands now or formerly of Cecil and Bertha Smith, a distance of 1,883.34 metres, to Scott survey marker 4860;

THENCE 150 degrees, 02 minutes, 01 seconds along the Eastern boundary of lands now or formerly of Jack and Evelyn Patriquin and Myles and Georgina Ruston a distance of 119.88 metres to an iron bar;

THENCE 150 degrees, 02 minutes, 01 seconds along the Eastern boundary of lands now or formerly of Myles L. Rushton and Georgina A. Rushton, a distance of 119.979 metres, to Scott survey marker 4861;

THENCE 174 degrees, 04 minutes, 59 seconds along the Eastern boundary of lands now or formerly of John T. Patriquin, a distance of 376.038 metres, to a point;

THENCE 244 degrees, 45 minutes, 38 seconds along the Northern boundary of lands now or formerly of Northern Timber Nova Scotia Corporation, a distance of 8,522.086 metres, to Crown survey marker 270 and post and stones Sn2 and being the Place of Beginning.

CONTAINING 9,790 acres, more or less.

Unless otherwise stated, bearings are Grid, based on the Nova Scotia Co-ordinate System, 3 degree MTM projection, Zone 5, Central Meridian, 64 degrees, 30 minutes West Longitude, 1979 adjustment.

SAVING AND EXCEPTING all lands East of the Railway, including said Railway.

ALSO SAVING AND EXCEPTING all lands West of the Higgins Road, including the Higgins Road.

SUBJECT TO A UTILITY EASEMENT in favor of Nova Scotia Power Commission recorded April 5, 1973 at the Cumberland County Land Registration Office in Book 298, at Page 437.

ALSO SUBJECT TO A UTILITY EASEMENT in favor of Nova Scotia Power Incorporated recorded April 13, 2007 at the Cumberland County Land Registration Office as Document No. 87589702.

Subject to a utility interest in favour of Nova Scotia Power Inc. as described in the Grant of Easement recorded as Document Number 98811855 on July 28, 2011.

The parcel is exempt from the subdivision provisions of Part IX of the Municipal Government Act because it is a de facto consolidation recorded in Cumberland County as Document Number 96813333.

2. PID 25267410

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Higgins Mountain, Cumberland County, more particularly bounded and described as follows:

BEGINNING at Crown post 270, located on the Southern boundary of lands herein described and being the northwestern boundary of lands now or formerly of Nova Scotia Natural Resources;

THENCE 69 degrees, 35 minutes, 26 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 234.34 meters, to post and stones MB1;

THENCE 66 degrees, 23 minutes, 10 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 338.09 metres, to post and stones MB4;

THENCE South 89 degrees, 29 minutes, East, Magnetic 1944 along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 11.91 chains, to post and stones MB5;

THENCE 65 degrees, 33 minutes, 19 seconds along the Northern boundary of Nova Scotia Natural

Resources lands, a distance of 577.693 metres, to post and stones Sn299;

THENCE 48 degrees, 22 minutes, 57 seconds along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 174.788 metres, to post and stones Sn300;

THENCE 337 degree, 02 minutes, 54 seconds along the Western boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 157.996 metres, to Crown post 895;

THENCE North 01 degree, 30 minutes, East, Magnetic 1962 along the Western boundary of Nova Scotia Natural Resources lands, a distance of 29.65 chains to Crown post 891;

THENCE 337 degrees, 54 minutes, 14 seconds along the Western boundary of lands now or formerly of Lorena Jean Hall, a distance of 791.24 metres, to post and stones Sn408;

THENCE 67 degrees, 33 minutes, 51 seconds along the Northern boundary of Hall lands, a distance of 442.595 meters, to a Road post located on the Eastern boundary of Trunk 4 Highway;

THENCE following along the Eastern boundary of Trunk 4 in a Northerly direction to a Road Post, said post being , 340 degrees, 00 minutes, 11 seconds a tie distance of 1,248.005 metres to a Road post;

THENCE 251 degrees, 07 minutes, 57 seconds along the Southern boundary of lands now or formerly of Old Town Realty Limited, a distance of 317.794 metres, to post and stones Sn302, located on the Western boundary of the Canadian National Railway;

THENCE following along the Western boundary of said railway in a Northerly direction to a post and stones Sn303, being 345 degrees, 03 minutes, 12 seconds a tie distance of 742.310 metres, from post and stones Sn302;

THENCE 250 degrees, 53 minutes, along the Southern boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 586.002 metres, to post and stones MB9 and Sn285;

THENCE North 04 degrees, 18 minutes, East, Magnetic 1948, along the Western boundary of Nova Scotia Natural Resources lands, a distance of 48.18 chains, to post and stones MB10 and Crown post 880;

THENCE South 84 degrees, 58 minutes, East, Magnetic 1948, along the Northern boundary of Nova Scotia Natural Resources lands, a distance of 6.07 chains, to post and stones MB11;

THENCE North 04 degrees, 12 minutes, East, Magnetic 1948, along the Western boundary of lands now or formerly of Jamie K. Letcher, lands now or formerly of Alonzo and Doris Fletcher and lands now or formerly of Derrick K. Lockhart and Tracy M. Patriquin, a distance of 55.03 chains, to post and stones MB12;

THENCE North 83 degrees, 30 minutes West, Magnetic 1948, along the Southern boundary of lands now or formerly of Fred W. MacNaughton, Joan Lulla Black, Elizabeth Robb, Eleanor Sanford, Edmund George Smith, James Michael Smith, Thomas Alfred Smith, Ronald Wendell Smith, Stephen Hawley Smith, Joan Luella MacNaughton, Elizabeth Hemeon Robb, and Kenneth Ian, a distance of 19.18 chains, to post and

stones MB13;

THENCE North 36 degrees, 15 minutes, East, Magnetic 1948, along the Western boundary of lands of Fred W. MacNaughton, Joan Lulla Black, Elizabeth Robb, Eleanor Sanford, Edmund George Smith, James Michael Smith, Thomas Alfred Smith, Ronald Wendell Smith, Stephen Hawley Smith, Joan Luella MacNaughton, Elizabeth Hemeon Robb, and Kenneth Ian, a distance of 14.20 chains, to post and stones MB14;

THENCE North 32 degrees, 40 minutes, East, Magnetic 1977, along the Western boundary of lands now or formerly of Project Management Limited, a distance of 32.04 chains, to Scott survey marker 3544;

THENCE 252 degrees, 32 minutes, 08 seconds along the Southern boundary of lands now or formerly of Northern Timber Nova Scotia Corporation, a distance of 36.16 chains, to Scott survey marker 3543;

THENCE 202 degrees, 46 minutes, 11 seconds along the Western boundary of Northern Timber Nova Scotia Corporation lands, a distance of 16.92 chains, to Scott survey marker 3542;

THENCE North 84 degrees, 30 minutes, West, Magnetic 1977, along the Southern boundary of lands now or formerly of Payson Dobson Lumber Limited, a distance of 32.94 chains to a post;

THENCE North 84 degrees, 45 minutes, West, Magnetic 1977, along the Southern boundary of Payson Dobson Lumber Limited lands, a distance of 22.58 chains, to Scott survey marker 3541;

THENCE South 35 degrees, 30 minutes, West, Magnetic 1977, along the Eastern boundary of Payson Dobson Lumber Limited lands, a distance of 14.51 chains, to Scott survey marker 3540;

THENCE North 88 degrees, 45 minutes, West, Magnetic 1977, along the Southern boundary of Payson Dobson Lumber Limited lands, a distance of 24.70 chains, to Scott survey marker 3539;

THENCE South 02 degrees, 30 minutes, West, Magnetic 1977, along the Eastern boundary of lands now or formerly of Patricia A. Adams and Rodney H. Adams, a distance of 21.65 chains, to post and stones MB17;

THENCE South 03 degrees, 33 minutes West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Harold L. Rushton and Lela Margaret E. Rushton, a distance of 20.20 chains, to post and stones MB18;

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THENCE North 88 degrees, 09 minutes, West, Magnetic 1948, along the Southern boundary of unknown lands, a distance of 58.95 chains more or less, to post and stones MB21 located on the Western

boundary of the Higgins Mountain Road;

THENCE following along the Higgins Mountain Road in a Northeasterly and Northerly direction to post and stones MB22, being North 32 degrees, 08 minutes, East, Magnetic 1948, a tie distance of 13.46 chains, from post and stones MB21;

THENCE North 86 degrees, 53 minutes, West, Magnetic 1948, along the Southern boundary of lands now or formerly of Wayne K. MacCallum and Michael R. Johnson, a distance of 46.47 chains, to post and stones MB23;

THENCE North 88 degrees, 37 minutes, West, Magnetic 1977, along the Southern boundary of lands now or formerly of Ralph O. Brown and Eleanor Jean Brown, a distance of 31.59 chains, to Scott survey marker 3791;

THENCE South 01 degrees, 21 minutes, West, Magnetic 1979, along the Eastern boundary of lands now or formerly of Bragg Lumber Company Limited, a distance of 15.55 chains, to Scott survey marker 3792;

THENCE North 88 degrees, 49 minutes, West, Magnetic 1979, along the Southern boundary of Bragg Lumber Company Limited lands, a distance of 15.59 chains, to Scott survey marker 3793;

THENCE North 32 degrees, 33 minutes, West, Magnetic 1979, along the South Western boundary of Bragg Lumber Company Limited lands, a distance of 8.25 chains, to Scott survey marker 3794;

THENCE North 02 degrees, 59 minutes, East, Magnetic 1979, along the Western boundary of Bragg Lumber Company Limited lands, a distance of 8.76 chains, to post and stones MB26;

THENCE North 87 degrees, 39 minutes, West, Magnetic 1948, along the Southern boundary of Brown lands, a distance of 52.73 chains, to post and stones MB27;

THENCE South 00 degrees, 15 Minutes, West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Robert and Cara Murray, lands now or formerly of Bragg Lumber Company Limited, a distance of 132.25 chains, to Crown Post 2 and post and stones MB28;

THENCE South 01 degrees, 16 minutes, West, Magnetic 1948, along the Eastern boundary of lands now or formerly of Nova Scotia Natural Resources, a distance of 41.54 chains, to Crown Post 3 and post and stones MB29;

THENCE 233 degrees, 26 minutes, along the Southern boundary of Nova Scotia Natural Resources lands, a distance of 1,456.658 metres, to Crown Post marker 4;

THENCE 232 degrees, 31 minutes, 19 seconds along the Southern boundary of Nova Scotia Natural Resources lands and lands now or formerly of Cecil and Bertha Smith, a distance of 1,883.34 metres, to Scott survey marker 4860;

THENCE 150 degrees, 02 minutes, 01 seconds along the Eastern boundary of lands now or formerly of Jack and Evelyn Patriquin and Myles and Georgina Ruston a distance of 119.88 metres to an iron bar;

THENCE 150 degrees, 02 minutes, 01 seconds along the Eastern boundary of lands now or formerly of Myles L. Rushton and Georgina A. Rushton, a distance of 119.979 metres, to Scott survey marker 4861;

THENCE 174 degrees, 04 minutes, 59 seconds along the Eastern boundary of lands now or formerly of John T. Patriquin, a distance of 376.038 metres, to a point;

THENCE 244 degrees, 45 minutes, 38 seconds along the Northern boundary of lands now or formerly of Northern Timber Nova Scotia Corporation, a distance of 8,522.086 metres, to Crown survey marker 270 and post and stones Sn2 and being the Place of Beginning.

CONTAINING 9,790 acres, more or less.

Unless otherwise stated, bearings are Grid, based on the Nova Scotia Co-ordinate System, 3 degree MTM projection, Zone 5, Central Meridian, 64 degrees, 30 minutes West Longitude, 1979 adjustment.

SAVING AND EXCEPTING all lands East of the Higgins Road, including the Higgins Road.

TOGETHER WITH A RIGHT OF WAY BENEFIT as described in a Deed recorded in the Cumberland County Registry of Deeds Office on January 25, 1978 in Book 361, at Page 819, specifically at Lot 8 on Schedule A of said Deed and shown on Plan No. P-888 recorded on August 25, 1977.

The parcel is exempt from the subdivision provisions of Part IX of the Municipal Government Act because it is a de facto consolidation recorded in Cumberland County as Document Number 96813333.

3. PID 25360041

No legal description in Property Online.

4. PID 25088725

ALL that certain lot or parcel of land and premises situate, lying and being in the District of Westchester in the County of Cumberland and Province of Nova Scotia, known as the Adams lot and bounded and described as follows:

ON the east side of the road leading from Greenville to Acadia Mines;

BEGINNING at the Birch tree at the southwest corner of a lot of land occupied by William Works (now owned by the Great Canadian Cranberry Company Limited) and running easterly by the south side of the said Great Canadian Cranberry Company Limited lot Fifty (50) chains to lands of Northern Timber Nova Scotia Corporation;

THENCE southerly Twenty chains to the north arm of a lot once occupied by Charles Stevens (now known as PID 25360041);

THENCE westerly Fifty (50) chains on the north line of said Charles Stevens lot to the said road;

THENCE northerly by the east side of the said road Twenty two (22) chains to the place of beginning, containing One hundred (100) acres more or less.

BEING the same lands as were conveyed from Russell Lynds and Elizabeth Lynds, his wife to Phillip Adams and Sterling McLellan by deed dated the 21st day of November, 1975 and recorded at the Registry of Deeds Office at Amherst, NS on the 27th day of November, 1975 in Book 335 at Page 885 as Document 500489037.

SUBJECT TO an Easement to the Nova Scotia Power Commission dated the 13th day of March, 1973 and recorded at the Registry of Deeds Office at Amherst, NS on the 5th day of April, 1973 in Book 298 at Page 431 as Document 500480152.

SUBJECT TO an Easement to Maritime Telegraph and Telephone Company, Limited dated the 3rd day of December, 1991 and recorded at the Registry of Deeds Office at Amherst, NS on the 14th day of February, 1992 in Book 578 at Page 458 as Document 876.

*** 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.

5. PID 25088733

SCHEDULE "A"

ALL that certain lot, piece or parcel of land, situate, lying and being at Higgins Mountain, in the County of Cumberland and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a wooden post on the western boundary of the Higgins Mountain Road at the Northeast corner of the lands of the Mersey Pulp and Paper Company;

THENCE Westerly along the Northern boundary of the Mersey Pulp and Paper Company lands a distance of forty-six (46) chains, fifty-five (55) links to a wooden post and an iron post on the Eastern bounds of lands of Ralph Brown;

THENCE Northerly along the Eastern bounds of lands of Ralph Brown and continuing along the Eastern bounds of lands of Scott Paper a total distance of forty-six (46) chains, forty-six (46) links to an iron post on the Southern bounds of lands of Emma. Lynds;

THENCE Easterly along the southern bounds of lands of Emma Lynds and following a white painted line a distance of thirty-three (33) chains and two (2) links to a wooden post on the Western bounds of lands of Orland Webb;

THENCE Southerly along the Western bounds of lands of Orland Webb a distance of eighteen (18) chains to an iron post at the Southwestern corner of lands of Orland Webb;

THENCE Easterly along the Southern bounds of lands of Orland Webb a distance of eleven (11) chains thirty-one (31) links to an iron post on the Western bounds of the Higgins Mountain Road;

THENCE Southerly along the Western bounds of the Higgins Mountain Road a distance of twenty-three (23) chains, fifty-eight (58) links to the Northwestern corner of the Mersey Pulp and Paper lands, being the point and place of beginning;

TO CONTAIN one hundred and seventy (170) acres more or less .

AND BEING the one hundred (100) acre Dotten lot and contained in a deed from Thomas Lynds and wife, Emma Lynds to Russell Lynds and Elizabeth Lynds dated March 27, 1967 and recorded at Amherst, in Book 247 at page 11. And being the remaining seventy (70) acres from the Arthur Rushton lot and contained in a deed from Frank Gerald Doyle and Kathleen Doyle to Russell Lynds dated December 14, A.D. 1959 recorded at Amherst in Book 224 at page 449.

Schedule B – Site Plan