

THIS CONSERVATION EASEMENT made in duplicate
this 11 day of October, A.D., 2014.

BETWEEN:

The Governors of Acadia University of the Town of Wolfville,
Province of Nova Scotia (the "Grantor")

OF THE FIRST PART

- and -

NOVA SCOTIA NATURE TRUST, a body incorporated under
the *Societies Act* of Nova Scotia, with its head office at Halifax,
Nova Scotia, Canada ("NSNT")

OF THE SECOND PART

BACKGROUND:

1. The Grantor is the sole owner of lands (hereafter called "the Property") located in the County of Shelburne, Province of Nova Scotia, Canada, which the Grantor received by way of a Deed dated January 1 1965, recorded at the Registry of Deeds for the County of Shelburne, in the Province of Nova Scotia in Book Y at Pages 136, as Document Number 1273, identified as PID 80023369.
2. The Grantor's intent with respect to the easement are as follows:
 - a) to protect forever the natural ecosystems, native species, habitats, landforms, and other natural features and phenomena of the Property, and to allow natural processes to occur on the Property; and
 - b) that the NSNT ensure that all future owners of the Property uphold the Grantor's intents and wishes for the Property.
3. The Grantor and NSNT have agreed to enter into this Agreement respecting the specific conservation values and features of the Property which are particularly described in the Baseline Document Report (as defined herein).
4. The Grantor and NSNT previously entered into a Conservation Easement, which easement was dated September 8th, 2012 and registered September 27th, 2012 at the Shelburne Registry of Deeds as Document # 101623214 (the "Old Easement").
5. The Grantor and NSNT agreed to terminate the Old Easement and replace it with this new Conservation Easement.
6. The Grantor and NSNT executed a Termination and Release of Easement document on the 11 day of October, 2014.

IN CONSIDERATION of the sum of one dollar (\$1.00) of lawful money of Canada and other good and valuable consideration, now paid by the NSNT to the Grantor, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement:

- a) "Act" means the *Conservation Easements Act*, S.N.S., 2001, c. 28 as amended from time to time, and any statute that may be enacted to modify or replace the same;

- b) "Agreed Uses" means the permitted, restricted or prohibited practices on the Property as set out in Schedule "C" attached to this Agreement and described in Article 6;
- c) "Agreement" means this conservation easement agreement and the schedules attached which form part of this Agreement, as of the date of this Agreement and as amended from time to time;
- d) "Baseline Documentation Report" means the report as set out in Article 5.3;
- e) "Easement" means only the easement, Agreed Uses and covenants contained within the terms of this Agreement, and made pursuant to the Act;
- f) "Eligible Body" means an Eligible Body pursuant to the Act;
- g) "NSNT" means the Nova Scotia Nature Trust and any successor or assign of the NSNT agreed on by the Owner and permitted by the Act;
- h) "Owner" includes the Grantor and an Owner as defined in the Act; and
- i) "Property" means Bon Portage Island (also known as Outer Island), owned by the Owner and situate in the County of Shelburne, Province of Nova Scotia, more particularly described in Schedule "A" and indicated on the Property Map shown in Schedule "B" attached to this Agreement, and includes any buildings, erections and improvements now existing or constructed pursuant to this Agreement.

ARTICLE 2 - GRANT OF A EASEMENT

- 2.1 The Owner grants in perpetuity to the NSNT the following Easement on, over and across the Property, consisting of the terms, covenants, restrictions and reserved rights granted to the NSNT. Both parties agree to abide by the following easement, covenants and Agreed Uses on the terms and conditions set out in this Agreement.

ARTICLE 3 - PURPOSE OF THE EASEMENT

- 3.1 The purpose of this Easement, consistent with the Grantor's intent, is to protect in perpetuity the conservation values of the Property, including, but not limited to, nesting habitat for Leach's Storm Petrel, the natural ecosystems, naturally occurring native species and species assemblages, habitats, landforms, and natural features and phenomena of the Property, and to allow natural ecological and evolutionary processes to occur on the Property. This Easement is intended to confine the use of the Property to such activities as are consistent with the purpose of this Easement and to prevent any use of the Property that will impair or interfere with, damage or destroy the conservation values of the Property.

ARTICLE 4 - RIGHTS RESERVED BY THE OWNER

- 4.1 Except as otherwise set out in this Agreement, the Owner retains all rights accruing from ownership of the Property. These rights include the right to access and engage in or permit or invite others to access and engage in all uses of the Property, provided that such activity is in accordance with this Agreement and is consistent with the purpose of this Agreement and the Agreed Uses set out in Schedule "C".
- 4.2 Nothing contained in this Agreement should be construed as affording or permitting physical access to the general public to any portion of the Property without the Owner's consent.

ARTICLE 5 - GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Representations and Warranties made by the NSNT

- 5.1 The NSNT represents and warrants that it is a registered society under the *Societies Act* (Nova Scotia), a charity registered under the *Income Tax Act* (Canada), an Eligible Body, and that it has the right to enter into this Agreement.

Representations and Warranties made by the Owner

- 5.2 a) The Owner represents and warrants that the Owner is the sole legal, beneficial and registered owner of the Property, with good title to the Property, free and clear from all encumbrances, claims, liens and liabilities.
- b) The Owner represents and warrants that any licensee or lessee of the Property, or anyone for whom the Owner is legally responsible or for whom the Owner holds the Property, will observe and perform the obligations contained in this Agreement.

Covenants of the Parties

- 5.3 The parties confirm that they have each received and reviewed a copy of the Baseline Documentation Report for the Property, dated September 25, 2014 (the original of which is kept at the offices of the NSNT). The parties agree that the Baseline Documentation Report accurately describes the present condition, current uses and features of the Property and its natural and scenic resources as at the date of this Agreement. The parties agree that the Baseline Documentation Report is intended to serve as an objective information base for monitoring compliance with this Agreement and future uses of the Property.
- 5.4 The parties agree that from the registration of this Agreement, the burden of this Agreement shall run with and bind the Property in perpetuity and shall operate to the benefit of and be binding upon all parties to this Agreement, and their respective heirs, executors, administrators, successors and assigns, and any person who becomes the owner or occupier of the Property after the Easement is created.

ARTICLE 6 - AGREED USES OF THE PROPERTY

- 6.1 The parties agree that the Agreed Uses as set out in Schedule "C" shall be deemed to be easements, restrictions and covenants, governed by and having the benefit of the Act.
- 6.2 The NSNT may from time to time, in agreement with the Owner, waive, vary or release any or all of the Agreed Uses by an instrument in writing, duly executed and registered against the Property, provided that such actions are consistent with the purpose of this Agreement and the Grantor's intent for the Property.

ARTICLE 7 - NSNT'S RESPONSIBILITIES

- 7.1 The NSNT shall:
- a) retain the Baseline Documentation Report on file at its offices, including all maps, photographs and records on the condition of the Property at the time of the granting of this Agreement;
 - b) as provided in this Agreement, carry out monitoring, stewardship, enforcement and remediation on the Property that, in the opinion of the NSNT, is required to uphold the purposes of the easement; and
 - c) communicate with the Owner by sending the full annual monitoring report the results of monitoring, enforcement and remediation conducted on the Property.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 The Owner shall continue to care for and operate the Property as would a careful and prudent owner including but not limited to:
- a) maintaining the Property in a manner consistent with this Agreement and keeping the Property free of any claims or liens and liabilities;
 - b) retaining all occupiers liabilities and other liabilities and responsibilities related to the ownership, operation and maintenance of the Property;
 - c) carrying and maintaining standard property insurance coverage including third party liability, naming NSNT, or its successor or assign, as a named insured (if reasonably available) and, upon request, providing the NSNT proof of the same;
 - d) paying municipal and provincial taxes and fees, the non-payment of which may give rise to a lien or charge on the Property; and
 - e) advising the NSNT, as soon as is reasonably possible, of any damage to the Property or of any breach of this Agreement or of any use inconsistent with this Agreement by any person, whether or not a party to this Agreement.
- 8.2 The Owner represents that as of the date of this grant there are no liens or mortgages outstanding against the Property. The Owner has the right to use the Property as collateral to secure the repayment of debt, provided that the rights of the NSNT to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by any public or privately placed lien or foreclosure of any mortgage, regardless of date.

ARTICLE 9 - RIGHTS CONVEYED BY THE OWNER TO THE NSNT

General Rights of Protection and Preservation

- 9.1 The Owner expressly conveys the following rights to the NSNT:
- a) to preserve and protect the conservation values of the Property in accordance with this Agreement;
 - b) to enter the Property for stewardship, monitoring and enforcement purposes in accordance with Article 9.2; and
 - c) to place signage for the purpose of displaying the Easement on the lands, subject to the restrictions listed in Section 3 (i) of Schedule "C".

Limited Right of Access to the Property

- 9.2 The Owner grants to the NSNT access to the Property for the purpose of determining, through inspection, testing or otherwise, whether in its opinion the obligations of the Owner as stated in this Agreement are being complied with and the purpose of this Agreement is being achieved. Except in case of emergency, when NSNT wishes to exercise this right, they should provide a plan of activities to the Owner, with a 15-day notice (or as soon as is reasonably possible under the facts of the emergency), unless otherwise mutually agreed upon in writing.
- 9.3 The Owner grants to the NSNT access to the Property for educational purposes with the agreement of the Owner.
- 9.4 The Owner grants to the NSNT access to the Property to carry out remediation, restoration and rehabilitation of the natural values of the Property, that are in the opinion of the NSNT necessary or desirable and permitted under this Agreement,

9.5 The exercise by the NSNT of its rights under this Article shall be subject to the following:

- a) entry may be made by the directors, officers, employees, agents, servants and contractors of the NSNT with such vehicles, equipment and materials as is reasonably necessary to fulfill the NSNT's obligations under this Agreement; and
- b) the NSNT shall take all reasonable measures to interfere as little as possible with the reasonable use and enjoyment of Property by the Owner.

ARTICLE 10 -- DEFAULT

Damage Caused by a Third Party

10.1 In the event of damage to the Property caused by a third party which occurs without the knowledge, authorization or consent of the Owner, the Owner and the NSNT will work together in finding a mutually agreeable manner in which to address the breach and assure remediation and restoration of the Property, subject to the following:

- a) the Owner will apply any proceeds of insurance which may be available as a result of the damage, to the remediation of the Property; and
- b) the Owner, at its option and in consultation with the NSNT, may pursue the third party for recovery of damage or join in any legal action with the NSNT for recovery of damage. Any such damages shall, to the extent that the same have not already been recovered through insurance or otherwise, be applied to the costs of the recovery and to remediation of the Property.

Breach of Agreement by the Owner

10.2 In the event of a breach of or default in the obligations of the Owner under this Agreement, the NSNT may take any action available to it at law, in equity, by statute or under this Agreement and may seek injunctive and mandatory relief, and may recover damages from the Owner, and shall have the right to require restoration of the Property to a condition in compliance with this Agreement, and the right to pay the amount of any claim, lien or liability against the Property.

Notice of Default to the Owner

10.3 The NSNT shall provide notice of default to the Owner unless, in the opinion of the NSNT, it is not feasible to delay for the notice period because of the nature of the default or other circumstances. The Owner shall have thirty (30) days after receipt of this notice to remedy the default or make arrangements satisfactory to the NSNT to remedy the same. If the Owner has failed to comply within the thirty (30) day period allowed, the NSNT, by its directors, officers, employees, agents, servants or contractors, may enter the Property and cure the default.

NSNT Reimbursement for Costs and Expenses Relating to Default by the Owner

10.4 The Owner shall reimburse the NSNT for the cost of remedying the default as outlined in the notice in Article 10.3, as well as any reasonable costs and expenses of enforcement, including court costs, reasonable legal fees on a solicitor-client basis and disbursements, tax and any other payments ordered by a Court or other decision-maker chosen by mutual consent of the parties.

Compensation of NSNT by the Owner

10.5 In the event that the conservation values or features of the Property are irreparably and

permanently damaged by an act of default by the Owner, the parties agree that the Owner shall pay compensation to the NSNT based upon the fair market value of the Property.

Costs and Expenses a Debt to NSNT

- 10.6 Such costs and expenses incurred by the NSNT pursuant to Article 10.4, or such compensation owed to the NSNT pursuant to Article 10.5 shall, until paid to the NSNT by the Owner, be a debt owed by the Owner to the NSNT with interest as provided in Article 13.12. The debt with such interest shall be a charge upon the Property.

ARTICLE 11 – NOTICES

- 11.1 Any notice which in this paragraph includes any request or waiver, provided or given under this Agreement shall be sufficiently given by either party if in writing and delivered by hand, sent by facsimile or other means of electronic communication or mailed by prepaid registered post as follows:

if to the NSNT, the Nova Scotia Nature Trust at:
5435 Portland Place
Halifax, Nova Scotia
Canada B3K 6R7
Tel: (902) 425-5263
Fax: (902) 429-5263
Email: nature@nsnt.ca
Attention: Executive Director

and, if to the Owner, the Governors of Acadia University, at:
15 University Avenue,
Wolfville, Nova Scotia,
Canada B4P 2R6

- 11.2 Any notice delivered by hand or forwarded by facsimile or other means of electronic communication shall be deemed to have been given on the next business day following the day of delivery or forwarding as verified by fax confirmation receipt or email delivery receipt. Any notice sent by conventional mail shall be deemed to have been given on the seventh business day following the day of mailing as established by post mark.
- 11.3 Either party shall give notice to the other party of any change in the mailing address, email address, or fax number of that party. Thereafter the new mailing address, email address, or fax number shall be used for providing notice under this Agreement.

ARTICLE 12 - LIABILITY LIMITATIONS, FORCE MAJEURE, INDEMNITY

Owner Not Liable after Transfer of the Property

- 12.1 After the registration of a transfer of the Property to a new Owner, the previous Owner shall not be liable to the NSNT for any breach of or default in the obligations owed to the Holder under this Agreement committed after the registration of such transfer, as permitted under the Act. Responsibility of an Owner for breaches of this Agreement committed prior to such transfer will survive transfer, unless the Holder has provided the previous Owner with a certificate of compliance as of the date of the transfer.

Emergency Situations and Forces of Nature

- 12.2 Neither the Owner nor the NSNT shall be liable to the other for any damage to or change in the Property resulting from causes beyond the control of such party including, but not limited to, accidental fire, flood, storm, earth movement, insect plague or disease, or from any prudent action taken by the Owner or the NSNT under emergency conditions to

prevent, abate or mitigate significant injury to the Property resulting from such causes.

Owner to Indemnify NSNT for Certain Losses

- 12.3 The Owner shall indemnify and save harmless the NSNT, its directors, officers, employees, contractors, servants and agents from and against all claims, costs, damages or other proceedings of any kind by or on behalf of any person, firm or corporation arising out of any breach of this Agreement or negligent act by the Owner, any licensee or lessee of the Property or anyone for whom the Owner is legally responsible.

NSNT to Indemnify the Owner for Certain Losses

- 12.4 The NSNT shall indemnify and save harmless the Owner from and against all claims, costs, damages or other proceedings of any kind by or on behalf of any person, firm or corporation arising out of any breach of this Agreement or negligent act by the NSNT, or anyone for whom the NSNT is legally responsible.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Change in Interest in the Property

- 13.1 The NSNT may assign this Agreement with the consent of the Owner to any Eligible Body with objects similar to those of the NSNT. The NSNT shall give notice to the Owner of any assignment of the interest of the NSNT under this Agreement.

If at any time it becomes impossible for NSNT to ensure compliance with the covenants contained in this Conservation Easement and NSNT has not named a successor or successor organization, or NSNT shall cease to exist, or NSNT shall cease to be an Eligible Body, then its rights and duties hereunder shall become vested in and fall upon a successor organization, provided that such entity accepts this Conservation Easement and is at the time of acceptance both an Eligible Body and a Qualified Organization (as defined under the Income Tax Act), and provided further that, if such entity does not accept this Conservation Easement or at such time of acceptance is not both an Eligible Body and a Qualified Organization, then the rights and obligations under this Conservation Easement shall vest in such entity as a court of competent jurisdiction shall direct, pursuant to the applicable law of Nova Scotia as to an Eligible Body and the Canadian Revenue Code (or corresponding provision of any future statute) as to a Qualified Organization and with due regard to the purpose of this Conservation Easement.

- 13.2 The Owner shall give notice to the NSNT of any change in the ownership of or any interest in the Property. The Owner shall insert notice of this Agreement in any subsequent deed, lease or other legal instrument by which it transfers either the ownership in fee simple or other interest in the whole or any part of the Property.
- 13.3 Any notice of change in interest by either party shall include the name and address of the new party and shall be given at least thirty (30) days prior to the change of interest.
- 13.4 **Registration of this Agreement at the Registry of Deeds.** The NSNT shall register this Agreement at the Registry of Deeds for the County of Shelburne.
- 13.5 **Waiver.** No failure or delay by the NSNT to enforce the terms of this Agreement, or to require performance by the Owner of any provision of this Agreement shall affect the right of the NSNT to enforce such obligation. No failure by the Owner to perform any of its rights or obligations under this Agreement shall be taken as a waiver of such performance or the performance of any other obligation in the future.
- 13.6 **Time of the Essence.** Time requirements, and any extension of time limits, shall be met by the parties. An extension shall not be seen as a waiver of any time limits.


- 13.7 **Severability.** All provisions of this Agreement shall be severable. Should any provisions of this Agreement be declared invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
- 13.8 **Costs.** Save as provided in this Agreement or ordered by any court or tribunal, each party shall be responsible for its own legal fees and related expenses arising from the negotiation and implementation of this Agreement or from any act in pursuance of this Agreement.
- 13.9 **Law and Form.** This Agreement shall be interpreted according to the laws of the Province of Nova Scotia and the laws of Canada and any disputes shall be resolved exclusively in the courts of the Province of Nova Scotia.
- 13.10 **Further Assurances.** Each party at the request of the other party shall execute and deliver such assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement.
- 13.11 **Joint and Several.** Whenever the Owner should be comprised of more than one person, the obligations of the Owner under this Agreement shall be joint and several.
- 13.12 **Interest.** Interest is payable from the date the amount is owed until the date of repayment. The rate of interest shall be the lesser of two (2) percentage points over the prime rate of interest from time to time charged by the Bank of Canada or the maximum rate allowed by law, calculated semi-annually and not in advance.
- 13.13 **Entire Agreement.**
- a) This Agreement embodies the entire Agreement of the parties with regard to the matters dealt with in this Agreement. No understandings or agreements, verbal, collateral or otherwise, exist between the parties except as expressly set out in this Agreement.
 - b) This Agreement may only be altered by means of a written agreement signed by both parties. This Agreement shall not be changed, modified or discharged orally.
- 13.14 **Headings.** The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
- 13.15 **Gender.** This Agreement shall be read with such changes of gender and number as the context requires. Any reference to a person shall be deemed to include a corporation, partnership or trust.

IN WITNESS WHEREOF the parties hereto have executed this Conservation Easement.

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

Witness)

Witness)



Witness)

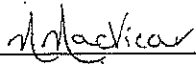


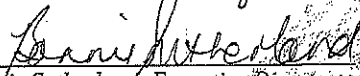
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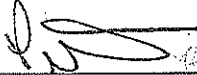
Peter Green)

CANADA)
PROVINCE OF NOVA SCOTIA,)

Per: 
OWNERS (Governors of Acadia University)

Per: 
Acadia University

Per: 
Bonnie Sutherland, Executive Director
Nova Scotia Nature Trust

Per: 
Peter Wright, Board Member
Nova Scotia Nature Trust



SCHEDULE "A"

Attached to and forming part of the Agreement between the Owner, of the first part, and the NSNT, of the second part, dated as of the ___ day of October, 2014.

LEGAL DESCRIPTION

ALL that certain island situate, lying and being in the Sound, Shelburne County, Province of Nova Scotia, and being more particularly known as Bon Portage Island. The approximate centre of the island having a latitude and longitude of 43 degrees, 28 minutes 0 seconds North and 65 degrees, 45 minutes 0 seconds West. Said island having an area of 346.5 acres more or less.

SAVING & EXCEPTING 3 parcels of land of Her Majesty the Queen in Right of Canada and Parcels 1 & 2 as shown on Plan MT-1624 dated October 21, 1975 and signed by Burney A. Smith, N.S.L.S., said plan being filed as P-177 at the Land Registration Office in Shelburne, Shelburne County. Said excepted lands contain a total area of 6.5 acres more or less.

RESERVING an easement to Her Majesty the Queen in Right of Canada as shown on Plan MT-1624 dated October 21, 1975 and signed by Burney A. Smith, N.S.L.S., said plan being filed as P-177 at the Land Registration Office in Shelburne, Shelburne County.

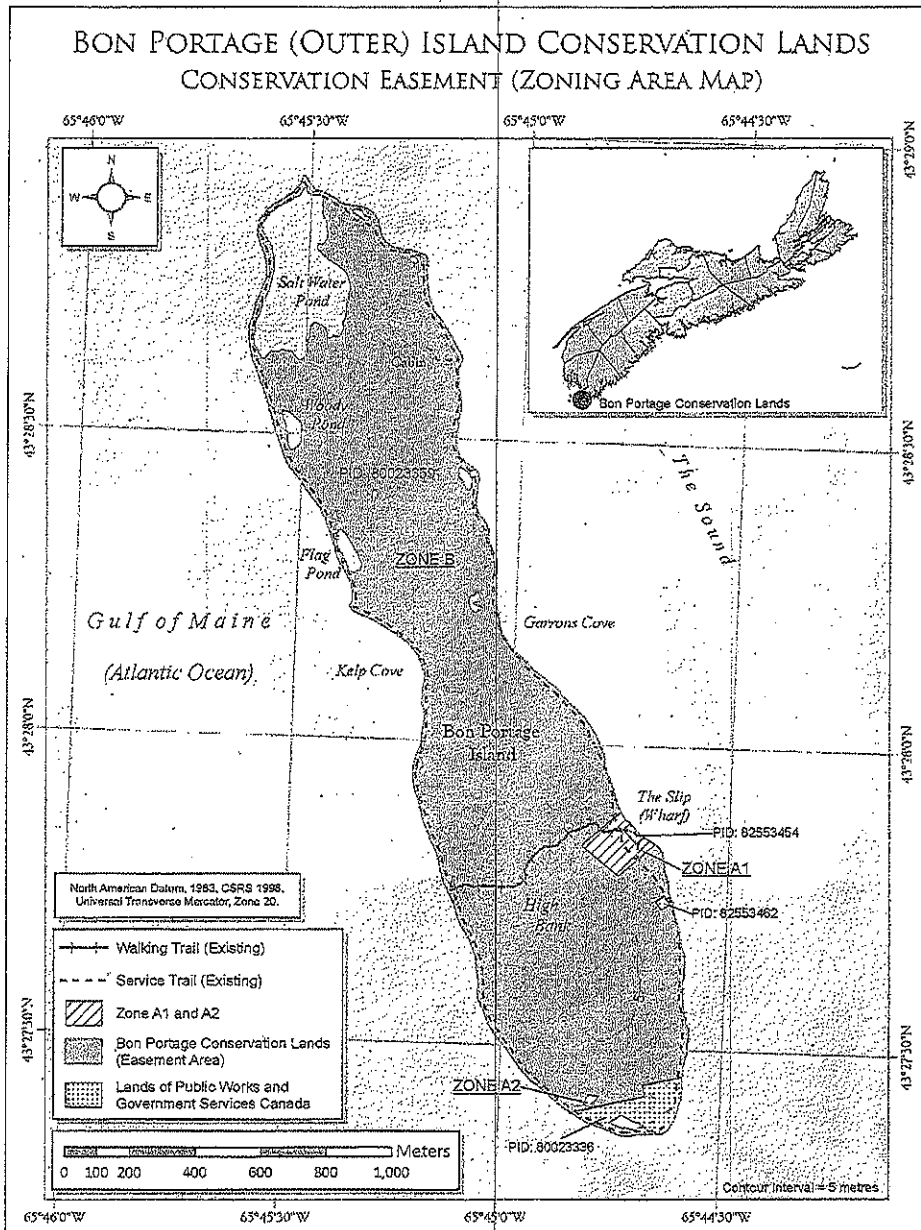
And identified as PID 80023369

SCHEDULE "B"

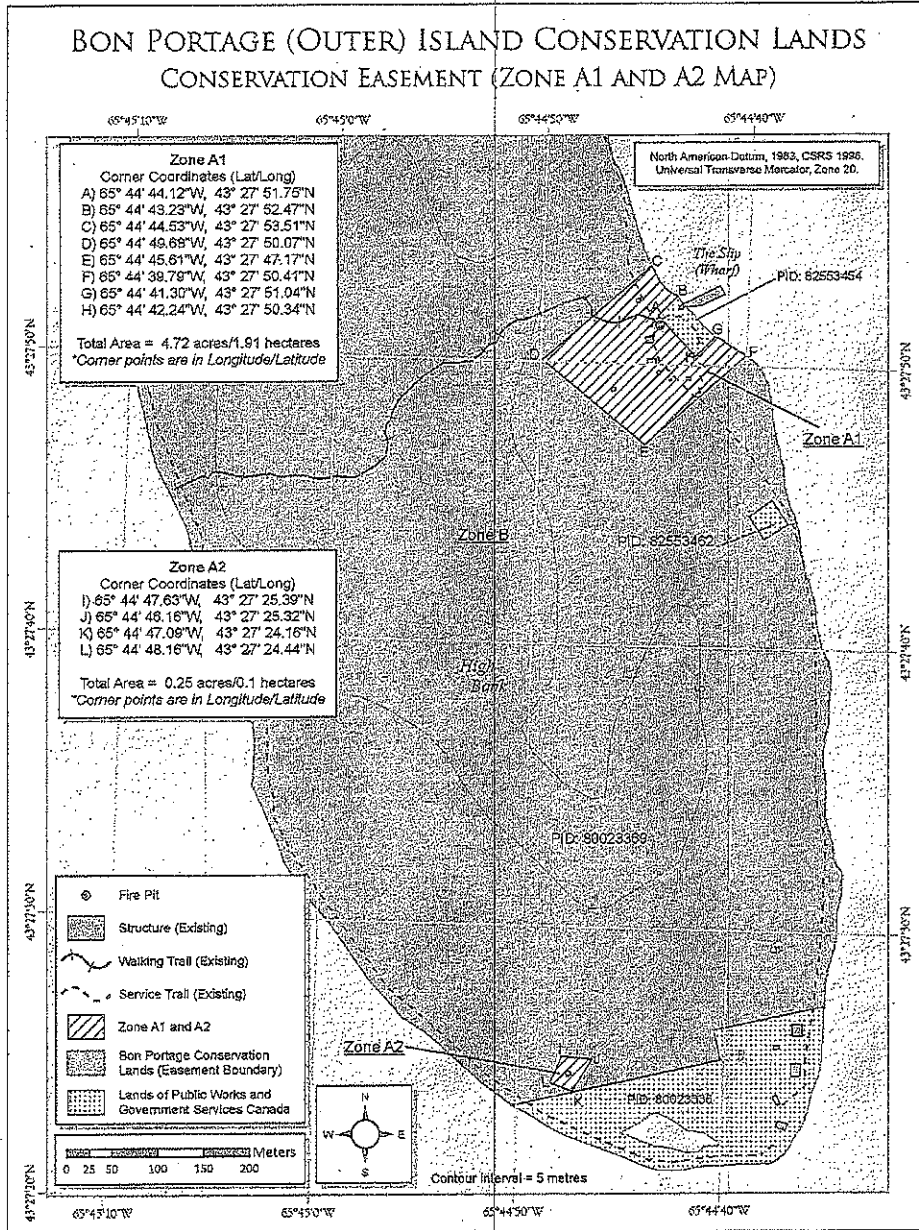
Attached to and forming part of the Agreement between the Owner, of the first part, and the NSNT, of the second part, dated as of the 10 day of October, 2014.

PROPERTY MAPS

ZONING AREA MAP



Zone A1 and A2 Map



SCHEDULE "C"

Attached to and forming part of the Agreement between the Owner, of the first part, and the NSNT, of the second part, dated as of the 10 day of October, 2014.

AGREED USES

1. Definitions

In this Schedule:

- a) Zone A1 (principal dwelling area) consists of that area of the Property in which agreed uses as set out in Schedule C, Sections 2, 3, 4, and 5 may occur, and which is shown as Zone A1 on the "Zoning Area Map" and detailed in the "Zone A1 Detail Map" in Schedule "B" attached to this Agreement;
- b) Zone A2 (the dwelling area) consists of that area of the Property in which agreed uses as set out in Schedule C, Sections 2, 3, and 4 may occur, and which is shown as Zone A2 on the "Zoning Area Map" and detailed in the "Zone A1 and A2 Map" in Schedule "B" attached to this Agreement; and
- c) Zone B (the conservation area) consists of that area of the Property, in which agreed uses as set out in Schedule C, Sections 2 and 3 may occur, and which is shown as Zone B on the "Zoning Area Map" in Schedule "B" attached to this Agreement.

It is recognized by both the Owner and the NSNT that in the future there may be a need to relocate the boundaries of Zone A1 and/or A2, and/or relocate existing structures within Zone A1 and/or A2 in response to natural causes or research requirements. Triggers for reassessing and redefining the boundaries of Zone A1 and/or A2 include, but are not limited to sea level rise and the natural relocation of breeding birds.

Requests to modify the boundaries of Zone A1 and/or A2 must be provided in writing to the NSNT. In making any changes to the boundaries of Zone A1 and/or A2, the Owner and the NSNT must ensure the revised boundaries meet the Grantor's intent and the purpose of this Easement. Such changes shall be documented as a conservation easement amendment and registered with the Easement before any activities permitted as a result of the relocation of Zone A1 and/or A2 shall occur. All structures must continue to be located within Zone A1 and/or A2.

2. Prohibited Uses

Any activity or use of the Property inconsistent with the purpose of this Agreement is prohibited on the Property. The following activities and uses are expressly prohibited on the Property except as permitted in Sections 3, 4, and 5 of Schedule "C":

- a) Any commercial mining, industrial or quarrying activity;
- b) Subdivision, division, or partition of the Property;
- c) Any construction including, but not limited to, the constructing or placing of any building or road;
- d) Granting of an easement or right of way other than this Agreement without the consent of the Holder;
- e) The operation of motorized vehicles including, but not limited to, the operation of snowmobiles, dune buggies, motorcycles or all-terrain vehicles;
- f) Storing or dumping of toxic or dangerous materials of any kind, except the storage and use of gasoline to be used in on-site vehicles, and those substances

needed for maintenance or operation of research and educational activities;

- g) Alteration of the surface of the lands including, but not limited to, excavating, dredging or removing loam, gravel, soil, rock, sand, peat, sod or other materials;
- h) Introduction of non-native species except in the case of ecological restoration that is mutually agreed upon in writing upon by the owner and the NSNT;
- i) Any use or activity that causes, or is likely to cause, significant soil degradation or erosion;
- j) Any use or activity that causes, or is likely to cause, significant pollution of any surface or subsurface waters;
- k) Dyking, draining, filling, dredging or any alteration or manipulation of the ponds and watercourses;
- l) Agriculture and farming; and
- m) Removal, cutting or destruction of any trees, shrubs or other vegetation.

3. Permitted Uses

The Vision of the Grantor:

The vision of the Grantor is to ensure that the conservation values of the island, including but not limited to nesting habitat for Leach's Storm Petrel are protected forever, while permitting the continuation of research and education on the island that is in keeping with the purpose of the Easement.

The following acts and uses are permitted on the Property within Zone A1, A2, and B, as long as they are consistent with the purpose of this Agreement, and they do not adversely affect the conservation values or the scenic and natural character of the Property:

- a) Low-impact, non-mechanized outdoor recreation activities including, but not limited to nature appreciation, hiking, wildlife viewing, hunting and berry-picking;
- b) Use of service vehicles (ATV, tractor, backhoe) or similar to transport goods and luggage along service trails as shown on the "Zoning Area Map" in Schedule B, and to support other functions necessary to the research and educational operation of the island;
- c) Construction and use of a reasonable number of temporary structures associated with research by the Owner within Zone A1, A2, and/or B, as long as such structures are erected only on a temporary basis, such as for the duration of a research project. Temporary structures include, but are not limited to towers and tents;
- d) Construction and use of a reasonable number of new unpaved service trails and/or walking trails which are no more than 1.5 meters in width and are designed to prevent erosion and to avoid damage to or disturbance of nesting birds, and as agreed in writing with the NSNT;
- e) Maintenance and use of existing unpaved service and/or walking trails including, but not limited to the carrying out of minor cutting or pruning of vegetation and alteration of the surface to the minimum extent necessary to maintain or upgrade existing unpaved trails;

- f) Removal of dead trees that pose a safety hazard or which fall across and impede use of the service and/or walking trails, provided that any disturbed surrounding area be restored as soon as possible;
- g) Construction, use, and maintenance of bird banding (net) lanes to support research and educational activities on the island;
- h) Unrestricted educational and research activities related to the flora, fauna, ecology and geophysical processes of the island;
- i) Placement of a reasonable number of non-illuminated signs for the following purposes:
 - (i) no-trespassing, safety or caution;
 - (ii) controlling unauthorized use or entry;
 - (iii) sale or rent of the Property;
 - (iv) interpretation;
 - (v) displaying information about the existence of the Conservation Easement registered on the Property;
- j) Trapping and removal of introduced and non-introduced predators, which may affect petrel and other bird and fauna populations, as agreed in advance by both the Owner and the NSNT. The Owner and the NSNT recognize that the need to act to remove such predators may require immediate action upon the detection of problem predators on the island. In circumstances that require immediate attention agreement between the Owner and the NSNT may be given verbally;
- k) Removal of invasive species by appropriate methods, and as agreed in writing with the NSNT;
- l) To undertake activities on the Property, including vegetation removal and surface alteration, associated with the maintenance, replacement and operation of the wharf and slipway located on the neighboring property PID 82553454 shown in Schedule "B" Zoning Area Map;
- m) Siting, construction and use of a wharf and/or slipway should the Owner no longer have permission, or otherwise be unable to use the wharf and slipway located on the neighboring property (PID 82553454), owned by the Public Works and Government Services Canada, and as agreed in writing with the NSNT. The Owner shall provide the NSNT copies of all appropriate permits associated with the construction of a new wharf and/or slipway; and
- n) Remediation, restoration, rehabilitation and stewardship of the natural values of the Property, and/or actions necessary to prevent damage to the natural values of the Property that are deemed to be reasonably necessary or desirable, and as agreed in writing with the NSNT.

4. Additional Permitted Uses in Zone A1 and A2

Within the accommodation areas in Zone A1 and A2, the following uses are permitted as long as they are consistent with the purpose of the Agreement, and they do not adversely affect the conservation values or natural character of the Property;

- a) Use, maintenance, renovation, and replacement of existing structures to be used solely for research, education, and supporting operational activities, including accommodation;
- b) Removal of living trees within Zone A1 and A2 for use as structural supports required for the maintenance of existing structures; and

- c) Installation, use, maintenance, replacement and operation of non-commercial domestic scale wind-power and/or solar generation structures and associated infrastructure for use in providing power to the accommodation/research buildings and associated infrastructure within the accommodation/research area. The owner is permitted to sell excess electricity, provided that the incidental resale of electricity to a utility company shall not exceed the amount used domestically.

5. Additional Permitted Uses in Zone A1

- a) Siting and construction of a reasonable number of additional structures to be used solely for research, educational, and supporting operational activities including accommodation, and as agreed in writing with the NSNT; and
- b) Collection of standing and lying deadwood to be used as firewood at a level that does not negatively impact the ecological integrity of the property and used within Zone A1 as fuel to heat the cabins or as fuel for the fire pit shown on "Zone A1 Detail Map".

Form 24

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

For Office Use

Registration District:	Kings County
Submitter's User Number:	5214
Submitter's Name:	Jeff Weatherhead / Stewart McKelvey
In the matter of Parcel Identification Number (PID)	
PID: 55218036	
PID: 55482475	

KINGS COUNTY LAND REGISTRATION OFFICE I certify that this document was registered as shown here. Christina Dodge, Registrar	
89104047 Document OCT 22 2007 MM DD YYYY	LR <input checked="" type="checkbox"/> ROD 10:53 Time RB

The following additional forms are being submitted simultaneously with this form and relate to the attached document:

- Form 24(s)
- Form 8A(s)
- This Form 24 creates or is part of a subdivision or consolidation

TAKE NOTICE THAT a revision of the registration of the above-noted parcels, is hereby requested or directed, as set out below.

AND FURTHER TAKE NOTICE THAT the attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:

- Recorded in the attorney roll
- Recorded in the parcel register
- Incorporated in the document
- No power of attorney applies to this document

The following registered interests are changed in the parcel's registration: N/A

The following tenant in common interests that appear in the section of the parcel register labelled A Tenants in Common not registered pursuant to the *Land Registration Act* are to be removed because the interests are being registered (*insert names to be removed*): N/A

I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the *Land Registration Act* and *Land Registration Administration Regulations*: N/A

The following benefits are to be added and/or removed in the parcel's registration: N/A

The following burdens are to be added and/or removed in the parcel's registration:

Instrument type	Easement / Right of Way
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable)	Nova Scotia Nature Trust - Easement/Right of

applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative)(if applicable)	Way Holder (Burden)
Mailing address of interest holder to be added (if applicable)	1657 Barrington Street Suite 517 Halifax, NS, B3J 2A1
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	N/A

The following recorded interests are to be added and/or removed in the parcel's registration:
N/A


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

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

Certificate of Legal Effect:

I certify that it is appropriate to make the above-noted changes to the parcel registers for the indicated PID's.

Certified at Halifax, in the County of Halifax and Province of Nova Scotia, on this 19th day of October, 2007.


Signature of authorized lawyer
Name: Jeff Weatherhead / Stewart McKelvey
Address: P.O. Box 997, Halifax, NS, B3J 2X2
Phone: 902.420.3341
Email: jweatherhead@smss.com
Fax: 902.420.1417

This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached. N/A

CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT is made in duplicate
this 16 day of October, A.D., 2007,

BETWEEN:

TOWN OF WOLFVILLE, a Municipal Body Corporate under
the *Municipal Government Act*, with main office at 359 Main
Street, Wolfville, Province of Nova Scotia (the "Grantor")

OF THE FIRST PART

- and -

NOVA SCOTIA NATURE TRUST, a body incorporated under
the *Societies Act* of Nova Scotia, with its head office at Halifax,
Nova Scotia, Canada ("NSNT")

OF THE SECOND PART

BACKGROUND:

1. The Grantor is the sole owner of lands (hereafter called "the Property") located in the County of Kings, Province of Nova Scotia, Canada, described in the Deed dated 16 July 2007, recorded at the Registry of Deeds for the County of Kings, in the Province of Nova Scotia as Document Number 88497798.
2. It is the Grantor's intent to protect forever the natural ecosystems, native species, habitats, landforms, and other natural features and phenomena of the Property, and to allow natural processes to occur on the Property.
3. The Grantor and NSNT have agreed to enter into this Agreement respecting the specific conservation values and features of the Property which are particularly described in the Baseline Document Report (as defined herein).
4. It is the Grantor's intent that the NSNT ensure that all future owners of the Property uphold the Grantor's intents and wishes for the Property;
5. The Property comprises 605 acres more or less of largely undeveloped land on the northern slopes of the South Mountain;
6. The Property has ecological significance as an exceptionally extensive area of old growth Hemlock forest, old growth forest now being exceptionally rare in Nova Scotia;
7. The Property has ecological significance as an exceptionally large area of mixed indigenous forest that includes extensive areas of old growth forest, climax Acadian

forest hardwood forest and mixed forest, and a diversity of other habitats including streams and wetlands.

IN CONSIDERATION of the sum of one dollar (\$1.00) of lawful money of Canada and other good and valuable consideration, now paid by the NSNT to the Grantor, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement:

- a) "Act" means the *Conservation Easements Act*, S.N.S., 2001, c. 28 as amended from time to time, and any statute that may be enacted to modify or replace the same;
- b) "Agreed Uses" means the permitted, restricted or prohibited practices on the Property as set out in Schedule "C" attached to this Agreement and described in Article 6;
- c) "Agreement" means this conservation easement agreement and the schedules attached which form part of this Agreement, as of the date of this Agreement and as amended from time to time;
- d) "Baseline Documentation Report" means the report as set out in Article 5.3;
- e) "Easement" means only the easement, Agreed Uses and covenants contained within the terms of this Agreement, and made pursuant to the Act;
- f) "Eligible Body" means an Eligible Body pursuant to the Act;
- g) "Mobility handicapped person" means a person whose mobility is limited as a result of permanent severe physical disability caused by paralysis, lower limb amputation, heart or lung disease, or other debilitating impairment to the extent that
 - (i) the person is unable to propel himself without the aid of a wheelchair or walker, or a combination of two of a crutch, cane, leg brace or leg prosthesis; or
 - (ii) (A) the daily use of a device to assist the person with breathing is required, or
 - (B) the person has a significant cardiopulmonary condition which results in severe shortness of breath with minimum physical activity, or

(C) the person has a severe neuro-muscular or skeletal condition, and because of any of the conditions described in sub paragraph (A), (B), or (C) above, is limited in mobility to 50 metres or less in outdoor weather conditions, or

(iii) the person is legally blind in accordance with the definition of blindness in the Blind Persons Act (Canada) as may be from time to time amended.

- h) "NSNT" means the Nova Scotia Nature Trust and any successor or assign of the NSNT permitted or contemplated by the Act;
- i) "Owner" includes the Grantor and an Owner as defined in the Act; and
- j) "Property" means the land known as the South Mountain Reservoir on the northern slopes of Gaspereau Mountain, owned by the Owner and situate in the County of Kings, Province of Nova Scotia, more particularly described in Schedule "A" and indicated on the Property Map shown in Schedule "B" attached to this Agreement, and includes any buildings, erections and improvements now existing or constructed pursuant to this Agreement.
- k) "Wheelchair" means a multi wheeled device either electrically or humanly powered, used for the transportation of a mobility handicapped person.

ARTICLE 2 - GRANT OF EASEMENT

- 2.1 The Owner grants in perpetuity to the NSNT the following Easement on, over and across the Property, consisting of the terms, covenants, restrictions and reserved rights granted to the NSNT. Both parties agree to abide by the following easements, Agreed Uses and restrictions on the terms and conditions set out in this Agreement.

ARTICLE 3 - PURPOSE OF THE EASEMENT

- 3.1 The purpose of this Easement, consistent with the Owner's intent, is to protect in perpetuity the conservation values of the Property, including, the natural ecosystems, naturally occurring indigenous species and species assemblages, habitats, landforms, and other natural features and phenomena of the Property, and to allow natural ecological and evolutionary processes to occur on the Property. This Easement is intended to confine the use of the Property to such activities as are consistent with the purpose of this Easement and to prevent any use of the Property that will impair or interfere with, damage or destroy the conservation values of the Property.

ARTICLE 4 - RIGHTS RESERVED BY THE OWNER

- 4.1 Except as otherwise set out in this Agreement, the Owner retains all rights accruing from ownership of the Property. These rights include the right to access and engage in or permit or invite others to access and engage in all uses of the Property, provided that such activity is in accordance with this Agreement and is consistent with the purpose of this Agreement and the Agreed Uses set out in Schedule "C".
- 4.2 Nothing contained in this Agreement should be construed as affording or permitting physical access to the general public to any portion of the Property without the Owner's consent.

ARTICLE 5 - GENERAL REPRESENTATIONS, WARRANTIES AND COVENANTS

Representations and Warranties made by the NSNT

- 5.1 The NSNT represents and warrants that it is a registered society under the *Societies Act* (Nova Scotia), a charity registered under the *Income Tax Act* (Canada), an Eligible Body, and that it has the right to enter into this Agreement.

Representations and Warranties made by the Owner

- 5.2 The Owner represents and warrants that the Owner is the sole legal, beneficial and registered owner of the Property, with good title to the Property, free and clear from all encumbrances, claims, liens and liabilities.

Covenants of the Parties

- 5.3 The parties confirm that they have each received and reviewed a copy of the Baseline Documentation Report for the Property, including all maps, photographs and records on the condition of the property as described in Article 7.1 (a) dated November 15, 16 & 30, 2005 (the original of which is kept at the offices of the NSNT). The parties agree that the Baseline Documentation Report accurately describes the present condition, current uses and features of the Property and its natural and scenic resources as at the date of this Agreement. The parties agree that the Baseline Documentation Report is intended to serve as an objective information base for monitoring compliance with this Agreement and future uses of the Property.
- 5.4 The parties agree that from the registration of this Agreement, the burden of this Agreement shall run with and bind the Property in perpetuity and shall operate to the benefit of and be binding upon all parties to this Agreement, and their respective heirs, executors, administrators, successors and assigns, and any person who becomes the owner or occupier of the Property after the Easement is created.

ARTICLE 6 - AGREED USES OF THE PROPERTY

- 6.1 The parties agree that the Agreed Uses as set out in Schedule "C" shall be deemed to be easements, restrictions and covenants, governed by and having the benefit of the Act.
- 6.2 The Agreed Uses may, from time to time, be amended by written agreement between the Owner and the NSNT provided that such actions are consistent with the purpose of this Agreement and the Owners' intent for the Property. Such amendment is done by an instrument in writing duly executed by both parties, and registered against the Property.

ARTICLE 7 - NSNT'S RESPONSIBILITIES

- 7.1 The NSNT shall:
- a) retain the Baseline Documentation Report on file at its offices, including all maps, photographs and records on the condition of the Property at the time of the granting of this Agreement;
 - b) carry out monitoring of the property and the property boundaries, at the cost of the NSNT, on a regular basis, at least annually, and will document the property condition using Nature Trust monitoring protocols as in the opinion of the NSNT, is required to uphold the conditions of the Agreement. Monitoring shall be based on the Baseline Documentation Report as set out in Article 5.3. but may be varied as circumstances on the property determine;
 - c) carry out enforcement of the terms of the easement, the cost of which is to be shared between the NSNT and the Owner (except in the event of default by the Owner in which case it will pay, or except in the case of default by the NSNT in which case it will pay), to put the terms of the easement into effect, which enforcement shall include, but not be limited to, communication, negotiation, mediation, arbitration and litigation as may be deemed appropriate by the NSNT;
 - d) carry out remediation to the property, the cost of which is to be shared between the NSNT and the Owner (except in the event of default by the Owner in which case it will pay, or except in the case of default by the NSNT in which case it will pay), which shall include, but not be limited to, remedial or restorative work to the property to prevent, redress or compensate damage to the property as may be deemed appropriate by the NSNT;
 - e) communicate in writing annually and promptly on any significant item with the Owner the results of monitoring, enforcement and remediation conducted on the Property;
 - f) Maintain in good standing its status as a registered society under the Societies Act, and maintain its status as an Eligible Body under the Act and the

Regulations; and

- g) Carry and maintain liability insurance coverage with a limit of no less than two millions dollars including third party liability, naming the Owner as an additional insured and, upon request, providing the Owner proof of the same. NSNT shall use its best efforts to ensure that this insurance policy shall require the insurer to give thirty days written notice of any cancellation or expiration, to the Owner.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

- 8.1 The Owner shall continue to care for and operate the Property as would a careful and prudent owner including but not limited to:
- a) maintaining the Property in a manner consistent with this Agreement and keeping the Property free of any claims or liens;
 - b) retaining all occupier's liabilities and other liabilities and responsibilities related to the ownership, operation and maintenance of the Property;
 - c) carrying and maintaining standard property insurance coverage including third party liability, naming NSNT an additional insured and, upon request, providing the NSNT proof of the same;
 - d) paying municipal and provincial taxes and fees, the non-payment of which may give rise to a lien or charge on the Property; and
 - e) advising the NSNT, as soon as is reasonably possible, of any damage to the Property or of any breach of this Agreement or of any use inconsistent with this Agreement by any person, whether or not a party to this Agreement.
- 8.2 The Owner represents that as of the date of this grant there are no liens or mortgages outstanding against the Property. The Owner has the right to use the Property as collateral to secure the repayment of debt, provided that the rights of the NSNT to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by any public or privately placed lien or foreclosure of any mortgage, regardless of date.

ARTICLE 9 - RIGHTS CONVEYED BY THE OWNER TO THE NSNT

General Rights of Protection and Preservation

- 9.1 The Owner expressly conveys the following rights to the NSNT:
- a) to preserve and protect the conservation values as defined in Article 3.1 of the

Property in accordance with this Agreement;

- b) to enter the Property for monitoring and enforcement purposes in accordance with Article 9.2; and
- c) with written consent of the owner, and at the cost of the owner, to place signage for the purpose of displaying the Easement on the lands, subject to the restrictions listed in Section 3 (k) of Schedule "C".

Limited Right of Access to the Property

- 9.2 The Owner grants to the NSNT access to the Property for the purpose of determining, through inspection, testing or otherwise, whether in its opinion the obligations of the Owner as stated in this Agreement are being complied with and the purpose of this Agreement is being achieved.
- 9.3 The Owner grants to the NSNT access to the Property:
 - a) to carry out any remediation, restoration and rehabilitation of the conservation values of the Property, as in the opinion of the NSNT are necessary or desirable and permitted under this Agreement; and
 - b) for educational purposes.
- 9.4 The exercise by the NSNT of its rights under this Article shall be subject to the following:
 - a) entry may be made by the directors, officers, employees, agents, servants and contractors of the NSNT with such vehicles, equipment and materials as is reasonably necessary to fulfill the NSNT's obligations under this Agreement; and
 - b) the NSNT shall take all reasonable measures to interfere as little as possible with the reasonable use and enjoyment of Property by the Owner. The NSNT shall give prior written notice of at least 24 hours to the Owner unless, in the opinion of the NSNT, there is an emergency or other circumstance that precludes the giving of such notice.

ARTICLE 10 -- DEFAULT

Damages Caused by a Third Party

- 10.1 If any damage is caused to the property by other than the Owner or NSNT, which occurs without the knowledge, authorization or consent of the Owner, the Owner and the NSNT will work together in finding a mutually agreeable manner in which to address the damage, subject to the following:

- a) the Owner will apply any proceeds of insurance which may be available as a result of the damage, to the remediation and restoration of the Property; and
- b) the Owner, at its option and in consultation with the NSNT, may pursue the third party for recovery of damages or join in any legal action with the NSNT for recovery of damages. Any such damages shall, to the extent that the same have not already been recovered through insurance or otherwise, be applied to the costs of the recovery and to remediation of the Property. The parties acknowledge that the Owner must waive its right of recovery for damages paid by the insurer, (subrogation) in favour of the insurer in the event that a claim has been paid on behalf of the Owner.

Breach of Agreement by the Owner

- 10.2 In the event of a breach of or default in the obligations of the Owner under this Agreement, the NSNT may take any action available to it at law, in equity, by statute or under this Agreement, including the right to require remediation and restoration of the Property to a condition in compliance with this Agreement. This includes the right to pay the amount of any claim, lien or liability against the Property, which is the responsibility of the Owner and to recover that sum from the Owner.

Breach of Agreement by the NSNT

- 10.3 In the event of a breach of or default in the obligations of the NSNT under this Agreement, the Owner may take any action available to it at law, in equity, by statute or under this Agreement, including the right to require remediation and restoration of the Property to a condition in compliance with this Agreement. This includes the right to pay the amount of any claim, lien or liability against the Property, which is the responsibility of the NSNT and to recover that sum from the NSNT.

Notice of Default to the Owner

- 10.4 The NSNT shall provide notice of default to the Owner unless, in the opinion of the NSNT, it is not feasible to delay for the notice period, as set out in Article 9.4(b), because of the nature of the default or other circumstances. The Owner shall have sixty (60) days after receipt of this notice to remedy the Default or make arrangements satisfactory to the NSNT to remedy the same. If the Owner has failed to comply within the sixty (60) day period allowed, the NSNT, its directors, officers, employees, agents, servants or contractors, may enter the Property and cure the default.

Notice of Default to NSNT

- 10.5 The Owner shall provide notice of default to the NSNT. The NSNT shall have sixty (60) days after receipt of this notice to remedy the Default or make arrangements satisfactory to the Owner to remedy the same. If the NSNT has failed to comply within the sixty (60)

day period allowed, the Owner, its directors, officers, employees, agents, servants or contractors, may enter the Property and cure the default.

NSNT Reimbursement for Costs and Expenses Relating to Default by the Owner

10.6 The Owner shall reimburse the NSNT for the cost of remedying the default as outlined in the notice in Article 10.4 as well as any reasonable costs and expenses of enforcement, including court costs, reasonable legal fees on a solicitor-client basis and disbursements, tax and any other payments ordered by a Court or other decision-maker chosen by mutual consent of the parties.

10.7 The NSNT shall reimburse the Owner for the cost of remedying the default as outlined in the notice in Article 10.5, as well as any reasonable costs and expenses of enforcement, including court costs, reasonable legal fees on a solicitor-client basis and disbursements, tax and any other payments ordered by a Court or other decision-maker chosen by mutual consent of the parties.

Compensation of NSNT by the Owner

10.8 In the event that the conservation values or features of the Property are irreparably and permanently damaged by an act of default by the Owner, the parties agree that the Owner shall pay compensation to the NSNT, based upon the fair market value of the Property. The appraised fair market value of the property will be based on the greater of the pre-damage or the post-damage value of the Property and will be determined by an independent qualified appraiser who is certified by the Appraisal Institute of Canada. The qualified appraisal must conform to Canadian Uniform Standards of Professional Appraisal Practice.

Costs and Expenses a Debt to NSNT

10.9 Such costs and expenses incurred by the NSNT pursuant to Article 10.4, or such compensation owed to the NSNT pursuant to Article 10.5 shall, until paid to the NSNT by the Owner, be a debt owed by the Owner to the NSNT with interest as provided in Article 13.12. The debt with such interest shall be a charge upon the Property.

ARTICLE 11 – NOTICES

11.1 Any notice (which in this paragraph includes any request or waiver) provided or given under this Agreement shall be sufficiently given by either party if in writing and delivered by hand, sent by facsimile or other means of electronic communication or mailed by prepaid registered post as follows:

if to the NSNT, the Nova Scotia Nature Trust, at:
1657 Barrington Street Suite 517
Halifax, Nova Scotia

Canada B3J2A1
Fax: (902) 429-5263
Attention: Executive Director

and, if to the Owner, the Town of Wolfville, at:
359 Main Street,
Wolfville, Nova Scotia,
Canada B4P 1A1
Fax: (902) 542-4789
Attention: Chief Administrative Officer

- 11.2 Any notice delivered by hand or forwarded by facsimile or other means of electronic communication shall be deemed to have been given on the next business day following the day of delivery or forwarding. Any notice mailed shall be deemed to have been given on the seventh business day following the day of mailing.
- 11.3 Either party shall give notice to the other party of any change in the address or fax number of that party. Thereafter the new address or fax number shall be used for providing notice under this Agreement.

ARTICLE 12 - LIABILITY LIMITATIONS, FORCE MAJEURE, INDEMNITY

Owner Not Liable after Transfer of the Property

- 12.1 The Owner shall not be liable to the NSNT for any breach of or default in the obligations owed to the NSNT under this Agreement committed after the registration of a transfer of this Agreement under the Act.

Emergency Situations and Force Majeure

- 12.2 Neither the Owner nor the NSNT shall be liable to the other for any damage to or change in the Property resulting from causes beyond the control of such party including, but not limited to, accidental fire, flood, storm, earth movement, insect plague or disease, or from any prudent action taken by the Owner or the NSNT under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

Owner to Indemnify NSNT for Certain Losses

- 12.3 The Owner shall indemnify and save harmless the NSNT, its directors, officers, employees, contractors, servants and agents from and against all claims, costs, damages or other proceedings of any kind by or on behalf of any person, firm or corporation arising out of any breach of this Agreement or negligent act by the Owner, any licensee or lessee of the Property or anyone for whom the Owner is legally responsible.

NSNT to Indemnify Owner for Certain Losses

- 12.4 The NSNT shall indemnify and save harmless the Owner, its directors, officers, employees, contractors, servants and agents from and against all claims, costs, damages, or other proceedings of any kind by or on behalf of any person, firm or corporation arising out of any breach of this Agreement or negligent act by the NSNT, or anyone for whom the NSNT is legally responsible.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Change in Interest in the Property

- 13.1 With the written consent of the Owner, which shall not be unreasonably withheld, the NSNT may assign this Agreement to any Eligible Body with objects similar to those of the NSNT. The NSNT shall give notice to the Owner of any assignment of the interest of the NSNT under this Agreement.
- 13.2 The Owner shall give notice to the NSNT of any change in the ownership of or any interest in the Property. The Owner shall insert notice of this Agreement in any subsequent deed, lease or other legal instrument by which it transfers either the ownership in fee simple or other interest in the whole or any part of the Property.
- 13.3 Any notice of change in interest by either party shall include the name and address of the new party and shall be given at least thirty (30) days prior to the change of interest.
- 13.4 **Registration of this Agreement at the Registry of Deeds.** The NSNT shall register this Agreement at the Land Registration Office for the County of Kings.
- 13.5 **Failure to Exercise or Enforce Rights.** No failure by the NSNT to require performance by the Owner of any provision of this Agreement shall affect the right of the NSNT to enforce such obligation. No failure by the Owner to perform any of its rights or obligations under this Agreement shall be taken as a waiver of such performance or the performance of any other obligation in the future.
- 13.6 **Failure to Exercise or Enforce Rights.** No failure by the Owner to require performance by the NSNT of any provision of this Agreement shall affect the right of the Owner to enforce such obligation. No failure by the NSNT to perform any of its rights or obligations under this Agreement shall be taken as a waiver of such performance or the performance of any other obligation in the future.
- 13.7 **Time of the Essence.** Time requirements, and any extension of time limits, shall be met by the parties. An extension shall not be seen as a waiver of any time limits.

- 13.7 **Severability.** All provisions of this Agreement shall be severable. Should any provisions of this Agreement be declared invalid or unenforceable, the remaining provisions shall remain valid and enforceable.
- 13.8 **Costs.** Save as provided in this Agreement or ordered by any court or tribunal, each party shall be responsible for its own legal fees and related expenses arising from the negotiation and implementation of this Agreement or from any act in pursuance of this Agreement.
- 13.9 **Law and Forum.** This Agreement shall be interpreted according to the laws of the Province of Nova Scotia and the laws of Canada and any disputes shall be resolved exclusively in the courts of the Province of Nova Scotia.
- 13.10 **Further Assurances.** Each party at the request of the other party shall execute and deliver such assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Agreement.
- 13.11 **Joint and Several.** Whenever the Owner should be comprised of more than one person, the obligations of the Owner under this Agreement shall be joint and several.
- 13.12 **Interest.** Interest is payable from the date the amount is owed until the date of repayment. The rate of interest shall be the lesser of five (5) percentage points over the prime rate of interest from time to time charged by the Bank of Canada or the maximum rate allowed by law, calculated semi-annually and not in advance.
- 13.13 **Entire Agreement.** This Agreement embodies the entire Agreement of the parties with regard to the matters dealt with in this Agreement. No understandings or agreements, verbal, collateral or otherwise, exist between the parties except as expressly set out in this Agreement. This Agreement may only be altered by means of a written memorandum signed by both parties. This memorandum shall be supplemental to and shall be deemed to form part of this Agreement. This Agreement shall not be changed, modified or discharged orally.
- 13.14 **Headings.** The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.
- 13.15 **Gender.** This Agreement shall be read with such changes of gender and number as the context requires. Any reference to a person shall be deemed to include a corporation, partnership or trust.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED)

in the presence of:)

Witness *M. Hurler*)

TOWN OF WOLFVILLE)

Per: *Robert A. Stead*)
Mayor Robert A. Stead)



Per: *Roy Brideau*)
Roy Brideau, CMM, CLGM)

SIGNED, SEALED AND DELIVERED)

in the presence of:)

Witness *Lauren Allen*)

NOVA SCOTIA NATURE TRUST)

Per: *Barny*)



Per: *[Signature]*)

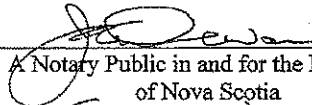
CANADA)
PROVINCE OF NOVA SCOTIA,)
COUNTY OF KINGS)

ON THIS 16th day of OCTOBER, A.D., 2007, before me, the subscriber, personally came and appeared LAUREN ALLEN (Witness), a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Nova Scotia Nature Trust, one of the parties thereto, signed, sealed and delivered the same in her presence.

[Signature]
A Notary Public in and for the Province
of Nova Scotia

JOSHUA T. SANTIMAW
A Notary of the Supreme
Court of Nova Scotia

ON THIS 16 day of October, A.D., 2007, before me, the subscriber, personally came and appeared Jeff Henshaw (Witness), a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Town of Wolfville, one of the parties thereto, signed, sealed and delivered the same in his presence.


A Notary Public in and for the Province
of Nova Scotia
James E. Jewer

SCHEDULE "A"

LEGAL DESCRIPTION

Attached to and forming part of the Agreement between the Owner, of the first part, and the NSNT, of the second part, dated as of the 16 day of October, 2007.

Parcel 1

ALL that certain lot, piece or parcel of land situate in Gaspereaux, Kings County, Nova Scotia and described as follows:

BEGINNING at the conjunction of the Davison Road, (also known as the Allen Road) and Havey Road, so called, on the west side of the Havey Road;

THENCE running northerly along the west side and westerly along the south side of the Havey Road to the eastern boundary line of lands formerly of Athlton Davison, now Darrell W. Schofield, or to a bar post;

THENCE southerly along the said eastern boundary line of Darrell W. Schofield a distance of 267 feet;

THENCE South three degrees fifteen minutes West along the eastern boundary of lands of Ashley Herman F. Davison, for a distance of 485 feet, more or less, to a post on the eastern boundary of lands of Alan W. and Sandra L. Davidson;

THENCE South twenty-one degrees forty-five minutes East along the eastern boundary of the Alan W. and Sandra L. Davidson lands, for a distance of 456 feet, more or less, to a large stump;

THENCE South twenty-one degrees thirty-five minutes West along the eastern boundary of the Alan W. and Sandra L. Davidson lands, for a distance of 1000 feet, more or less;

THENCE South forty-three degrees fifteen minutes East along the Alan W. and Sandra L. Davidson lands, for a distance of 530 feet to a point on the western boundary of lands of Town of Wolfville;

THENCE South twelve and one half degrees West along the eastern boundary of the Alan W. and Sandra L. Davidson lands to the northeast corner of lands formerly of Charles D. Coldwell, now Town of Wolfville;

THENCE running South twenty-nine and one half degrees West along the eastern boundary of the Alan W. and Sandra L. Davidson lands for a distance of 585 feet to lands formerly of Andrew Coldwell, now lands of John Read and Marion Meudt;

Schedule "A" Page 2

THENCE along the John Read and Marion Meudt lands South twenty-five degrees East 930 feet to lands formerly of Daniel Davidson, now Town of Wolfville;

THENCE running South sixty-seven and one half degrees West to the Davison Road, aforesaid;

THENCE by the north side of said Davison Road following the courses thereof to the place of beginning.

EXCEPTIONS

FIRST EXCEPTION:

SAVING AND EXCEPTING THEREOUT AND THEREFROM the following lot of land conveyed by Frank W. Wood to John Atwell by Deed registered in the Kings County Registry of Deeds in Book 191 at Page 658 on May 6, 1958, more particularly described as follows:

ALL and singular the land and premises situate on the north side of Davidson Street on Gaspereaux Mountain, in the County of Kings, bounded and described as follows:

ON the South by Davidson Street, so-called;

ON the North by lands of Osborne Atwell;

ON the West by lands of Osborne Atwell;

ON the East by lands of Town of Wolfville.

SECOND EXCEPTION:

EXCEPTING Mud Dam Lake.

BENEFITS

FIRST BENEFIT:

TOGETHER with Restrictive Covenants that run with the land more particularly described in a Deed registered in the Kings County Registry of Deeds on July 25, 1957 in Book 190 at Page 342 as Document No. 2816.

SECOND BENEFIT:

TOGETHER with Restrictive Covenants that run with the land more particularly described in a Deed registered in the Kings County Registry of Deeds on August 2, 1957 in Book 190 at Page 389 as Document No. 2972.

MGA COMPLIANCE STATEMENT

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act, (the Act) because the parcel was created by an exempt consolidation under section 268(2)(a) of the Act.

Parcel 2

ALL that certain tract or parcel of land situate in Gaspereaux, in the County of Kings, Province of Nova Scotia and bounded as follows:

COMMENCING at the southwest corner of said lands at the conjunction of Allen Road (also known as Davison Road) and the Havey Road, so called, on the east side of the Havey Road;

THENCE running easterly along the north side of the said Allen Road 1500 feet to the southwest corner of lands of Vernon Coldwell;

THENCE North two and one half degrees East along the western boundaries of lands of Vernon Coldwell, Darrell E. Bezanson and Shannon M. Graham, and Peter L. Smith, for a distance of 2700 feet to the northwest point of the Peter L. Smith lands, on the western boundary of lands of Dale and Kenneth Coldwell;

THENCE by the Dale and Kenneth Coldwell lands North two and one half degrees East, for a distance of 2348 feet to a point on the southern boundary of lands of William B. and Lori Ann Reid;

THENCE running northwesterly along the southern boundary of the William B. and Lori Ann Reid lands to Duncan's Brook;

THENCE northerly by the several courses of Duncan's Brook to a point about 550 feet below the dam of the Wolfville Water Works;

THENCE running westerly along said brook to a point in the centre thereof 2 rods below the pipe line crossing;

THENCE southerly along west side of said pipe line keeping 2 rods from the centre thereof to lands formerly of Leander Davison, now Town of Wolfville;

THENCE running North eighty degrees West to the eastern boundary of lands of Nova Scotia Farm Loan Board, occupied by Merk's Poultry Farm Limited;

Schedule "A" Page 4

THENCE South one and one half degrees East along the eastern boundary of lands of Nova Scotia Farm Loan Board, occupied by Merk's Poultry Farm Limited, for a distance of 730 feet;

THENCE South fifty-one and one half degrees West along the eastern boundary of lands of Nova Scotia Farm Loan Board, occupied by Merk's Poultry Farm Limited, for a distance of 2028 feet to the Havey Road;

THENCE south easterly along said road to the place of beginning.

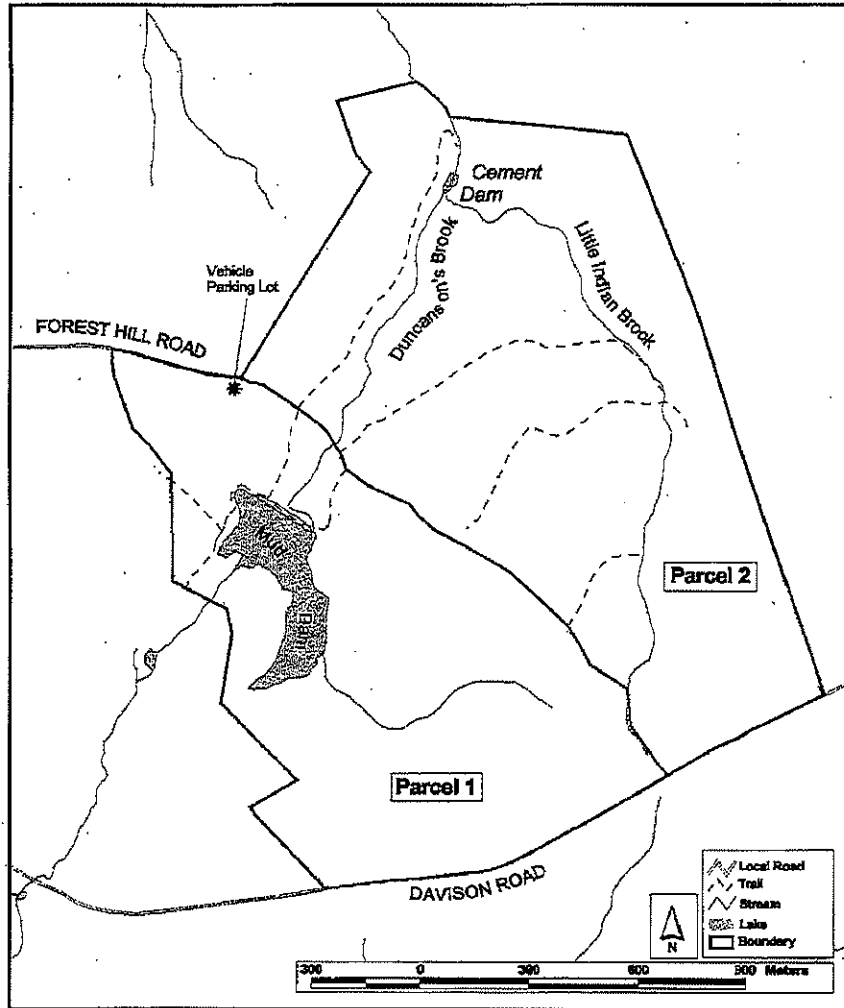
MGA COMPLIANCE STATEMENT

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act, (the Act) because the parcel was created by an exempt consolidation under section 268(2)(a) of the Act.

SCHEDULE "B"

Attached to and forming part of the Agreement between the Owner, of the first part, and the NSNT, of the second part, dated as of the 16 day of October, 2007.

PROPERTY MAP



SCHEDULE "C"

Attached to and forming part of the Agreement between the Owner, of the first part, and the NSNT, of the second part, dated as of the 16 day of October, 2007.

AGREED USES

1. Definitions

In this Schedule, other capitalized terms used in this Schedule that are defined elsewhere in the Agreement shall have the respective meanings ascribed to them in the Agreement.

2. Prohibited Uses

Any activity or use of the Property inconsistent with the purpose of this Agreement is prohibited on the Property. The following activities and uses are expressly prohibited on the Property except as permitted in Section 3 of Schedule "C":

- a) Any commercial, industrial or quarrying activity;
- b) Mineral exploration and extraction;
- c) Subdivision, division, or partition of the Property;
- d) Any construction including, but not limited to, the constructing or placing of any permanent building or road;
- e) Granting of an easement or right of way other than this Agreement;
- f) The operation of motorized vehicles including, but not limited to, the operation of outdoor recreational vehicles, snowmobiles, dune buggies, motorcycles or all-terrain vehicles;
- g) Storing or dumping of toxic or dangerous materials of any kind;
- h) Alteration of the surface of the lands including, but not limited to, excavating, dredging or removing loam, gravel, soil, rock, sand, peat, sod or other materials;
- i) Alteration, removal, cutting or destruction of any trees, shrubs or other vegetation;
- j) Planting or introduction of non-indigenous plants;
- k) Introduction of non-indigenous animals;

- l) Access and use of horses;
- m) Any use or activity that causes, or is likely to cause, significant soil degradation or erosion;
- n) Camping, tenting, cycling in all its forms, the lighting of open fires, fishing, trapping, hunting and boating;
- o) Any use or activity that causes, or is likely to cause, significant pollution of any surface or subsurface waters;
- p) Subject to 3 (j), dyking, draining, filling, dredging or any alteration or manipulation of the ponds and watercourses; and
- q) Agriculture and farming.

3. Permitted Uses

The following acts and uses are permitted on the Property, as long as they are consistent with the purpose of this Agreement and they do not adversely affect the conservation values or the scenic and natural character of the Property:

- a) Low-impact, non-mechanized outdoor recreation activities including, but not limited to, nature appreciation, hiking, wildlife viewing, snow-shoeing and cross-country skiing;
- b) The use of a wheelchair used to assist a mobility handicapped person, in engaging in low-impact, non-mechanized outdoor recreation activities analogous to those outlined in section 3 a).
- c) Maintenance and use of the unpaved recreational trails and footpaths as indicated on the Property Map in Schedule "B";
- d) Construction and use of a reasonable number of new unpaved recreational trails and footpaths designed to prevent erosion and to limit damage to fragile plant communities and as agreed in writing with the Nature Trust;
- e) Carrying out of minor cutting or pruning of vegetation and alteration of the surface to the minimum extent necessary to maintain or upgrade existing unpaved footpaths and recreational trails or to construct new unpaved recreational trails or footpaths provided that any disturbed surrounding area be restored as soon as possible to a condition consistent with the purposes of this Agreement;
- f) Clearance of dead trees that pose a safety hazard or which fall across and impede use of the trails, provided that any disturbed surrounding area be

restored as soon as possible to a condition consistent with the conservation purposes of this Agreement and that no woody material shall be removed from the Property;

- g) Remedial work as necessary for a) the prevention and treatment of insect and disease infestation, and b) the eradication of any alien plant or animal species, subject to no remedial or eradication work being initiated without the prior written approval of the Nature Trust in respect of all procedures to be used;
- h) Planting of species that are naturally native or indigenous to the Property's regional location in Kings County, Nova Scotia, provided that such planting is consistent with the overall purpose of this Agreement, and upon prior written approval of the Nature Trust as to the specific location of such planting, the species to be planted and the planting procedures to be used;
- i) Creation and maintenance of a vehicle parking lot at the location indicated on the Property Map in Schedule "B";
- j) Any and all activities related to the use of the property as a water supply system for the purposes of the Town of Wolfville, which shall include, but not be limited to:

- (i) access by such vehicles and personnel as are reasonably required to carry out the use, operation and maintenance of the water supply system, such access to be exercised being mindful of the purposes of this Easement;

- (ii) construction and maintenance of any pedestrian or vehicle access roads as are reasonably required to carry out the operation and maintenance of the water supply system, such construction and maintenance to be exercised being mindful of the purposes of this Easement; and

- (iii) construction and maintenance of dams, pipe work, ditches and any other infrastructure that forms part of the water supply system, such construction and maintenance to be exercised being mindful of the purposes of this Easement,

subject to any disturbed surrounding area being restored as soon as possible to a condition consistent with the purposes of this Agreement;

- k) Placement of a reasonable number of non-illuminated signs not exceeding 48 x 36 inches, for the following purposes:
 - (i) no-trespassing, safety or caution;
 - (ii) controlling unauthorized use or entry; and
 - (iii) displaying the existence of the Conservation Easement registered on the Property.

[End of Document]