

Form 24

Purpose: To change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register.)

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register.)

Registration district:	Halifax
Submitter's user number:	15050
Submitter's name:	Teddy Comeau /McInnes Cooper

In the matter of Parcel Identification Number (PID)

PID: 345033	PID:
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(Expand box for additional PIDs. Maximum 9 PIDs per form.)

For Office Use

HALIFAX COUNTY LAND REGISTRATION OFFICE
 I certify that this document was registered or recorded as shown here.
 Kim MacKay, Registrar

108269979

Document #

DEC 16 2015

LR ROD

Time 13:02

The following additional forms are being submitted simultaneously with this form and relate to the attached document: *(check appropriate boxes, if applicable)*

- Form 24(s)
- Form 8A(s)

Additional information: *(check appropriate boxes, if applicable.)*

- This Form 24 creates or is part of a subdivision or consolidation
- This Form 24 is a municipal or provincial street or road transfer
- This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel
- This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip-side" parcel is already identified in the LR parcel register and no further forms are required.

Power of attorney (Note: completion of this section is mandatory)

- 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

OR

No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register[(s)], as set out below.

The following burdens are to be added in the parcel register:

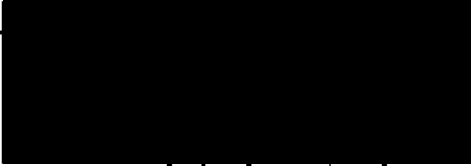
(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

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) Note: include qualifier (eg. estate of, executor, trustee, personal representative) (if applicable)	Heritage Gas Limited - Easement/Right of Way Holder (Burden)
Mailing address of interest holder to be added (if applicable)	Park Place 1 200-238 Brownlow Avenue Dartmouth, NS B3B 1Y2
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

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register as instructed on this form.

Dated at Halifax, in the County of Halifax, Province of Nova Scotia, on December 15, 2015.



Name Teddy Comeau/McInnes Cooper
Address PO Box 730, Halifax, Nova Scotia, B3J 2V1
Phone 902-492-2050
Email: teddy.comeau@mcinnescooper.com
Fax: 902-425-6350

- 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.

EASEMENT AGREEMENT

THIS GRANT OF EASEMENT made the *19th* day of *NOVEMBER*, 2015

BETWEEN:

CLAYTON PARK HOLDINGS INC. (the "Grantor")

OF THE FIRST PART

AND:

HERITAGE GAS LIMITED (the "Grantee")

OF THE SECOND PART

WHEREAS:

- (A) The Grantor is the registered owner of lands situate in the Province of Nova Scotia, more particularly described in Schedule "A" attached hereto, and hereinafter known as the "Lands of the Grantor"
- (B) The Grantee is in the business of natural gas pipeline construction, operation, transmission, and distribution, and is intending to construct a natural gas pipeline or pipelines through the Province of Nova Scotia.

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED IN THIS AGREEMENT, THE PARTIES AGREE AS FOLLOWS:

PURCHASE PRICE

- 1. The Grantor and the Grantee have agreed to the amount of compensation for the grant of rights by the Grantor to the Grantee herein, the receipt of which is hereby acknowledged, and such compensation includes compensation for all disturbance and injurious affection suffered as a result of the operations of the Grantee.

GRANT OF RIGHTS TO THE GRANTEE

- 2. The Grantor does **HEREBY GRANT, TRANSFER AND CONVEY** to the Grantee, for itself, its successors, assigns, employees, agents, servants and licensees, an easement and rights in perpetuity to do the following:
 - (a) to use that portion of the Lands of the Grantor described in Schedule "B" attached hereto (the "Easement Lands") as may be necessary for an easement on, over, under and through the Easement Lands for the purposes stated in this Agreement in connection with one or more underground natural gas pipelines (collectively the "Pipeline") with any devices for controlling corrosion and for all uses in connection with the Pipeline, including the transmission and distribution of natural gas;
 - (b) to have the right of ingress and egress for the purpose of excavating, laying down, constructing, installing, operating, maintaining, inspecting, patrolling, altering, removing, replacing, reconstructing, and repairing the Pipeline at any and all times over, along, across and upon the Easement Lands;
 - (c) in cases of emergency, to have the right of access to and from the Easement Lands at any and all times over, along, across and upon the existing driveways and parking lots on the Lands of the Grantor to access the Easement Lands for the purposes set forth herein; and

- (d) generally to do all acts necessary or incidental to the business of the Grantee in connection with the foregoing.

TERMINATION

3.

- (a) The Grantee may, at any time for any reason whatsoever, at its election on notice in writing to the Grantor, terminate this Agreement, and the same thereafter shall be of no further effect; ALWAYS PROVIDED, HOWEVER, that upon any such termination, the Grantee, if this Agreement shall then have been registered, shall, at its own expense, procure a discharge of the same.
- (b) If the Grantee shall have abandoned the Pipeline, the Grantee shall remove the Pipeline and provide a Surrender or release of easement for the Easement to the Grantor.

DUTIES OF THE GRANTOR

4. The Grantor covenants and agrees with the Grantee:

- (a) not to knowingly do or permit to be done anything which may, in the opinion of the Grantee, exercised reasonably, interfere with or endanger or damage the Pipeline or impair the operation, maintenance, removal, repair or replacement of the Pipeline or obstruct access by the Grantee or its employees, agents, contractors and subcontractors to the Pipeline or create any hazard by its operation, use and maintenance of the Lands of the Grantor;
- (b) not to cultivate the ground inside the Easement Lands where it would disturb more than three-tenths (3/10th) of a metre of ground below the initial grade or reduces the total cover over the Pipeline; and,
- (c) not to excavate, drill, install, erect, construct or permit to be excavated, drilled, installed, erected or constructed across, on along or under the Easement Lands any structure, railway, irrigation ditch, drainage system, sewer, dike, communication line or line for the transmission of hydrocarbons, power or any other substance that is to be carried across, along, under or upon the Easement Lands, or excavate using power-operated equipment or explosives within thirty (30) metres of the Pipeline, other than existing structures, and which might interfere with or endanger the Pipeline;

but otherwise the Grantor shall have the right to fully use and enjoy the Easement Lands, subject always to, but so as not to interfere with the easements, rights and privileges hereby granted and conferred upon the Grantee.

DUTIES OF THE GRANTEE

5. The Grantee covenants and agrees with the Grantor:

- (a) to pay compensation to the Grantor for all damages suffered as a result of the operations of the Grantee;
- (b) to take all reasonable necessary steps to ensure that the Grantee's uses of the Easement Lands are conducted in a manner as to avoid and reduce as much as reasonably possible any inconvenience or disruption to the use of the Lands of the Grantor by the Grantor and any holders of pre-existing registered rights of way, licences and/or easements; and,
- (c) upon completion of the construction and installation of the Pipeline, and upon completion of any alteration, removal, replacement, reconstruction or repair of the same or any part thereof, the Grantee will restore the surface of the ground of the Lands of the Grantor as nearly as possible to the condition thereof at the time of commencement of said work.
- (d) to indemnify the Grantor from all liabilities, damages, claims, suits and actions arising out of the operations of the Grantee other than liabilities, damages, claims, suits and actions resulting from the negligence or wilful misconduct of the Grantor.

GENERAL PROVISIONS

- 6. The exercise of the rights by the Grantee herein shall at all times be subject to pre-existing registered rights-of-way, licences and/or easements and also subject to any similar unregistered pre-existing interests that the Grantor has advised the Grantee of in writing, prior to the execution hereof.
- 7. The Pipeline shall remain the property of the Grantee, notwithstanding that the same may be annexed or affixed to the Lands of the Grantor and shall at any time, and from time to time, be removable, in whole or in part, by the Grantee, its successors and assigns.
- 8. This Agreement may be assigned by the Grantee.
- 9. The rights, liberties, privileges and easements hereby granted are and shall be of the same force and effect for all intents and purposes as a covenant running with the land and this Instrument, including all the covenants and conditions herein contained shall extend to, and be binding upon and enure to the benefit of the heirs, executors, administrators, successors-in-title and assigns of the parties hereto respectively.
- 10. The Grantor agrees to the registration of this Agreement.

The parties have signed this Agreement in counterparts as of the date shown above.

[Redacted Signature]

Witness

CLAYTON PARK HOLDINGS INC.

[Redacted Signature]

Per: _____
Name: **Robert S. Green**
Title: **President**

Witness

Per: _____
Name: _____
Title: _____

[Redacted Signature]

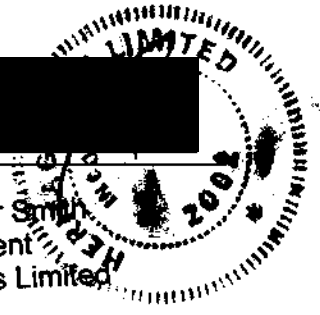
Witness

HERITAGE GAS LIMITED

[Redacted Signature]

Per: _____
Name: _____
Title: _____

Christopher Smith
President
Heritage Gas Limited



[Redacted Signature]

Approved Execution

CANADA

PROVINCE OF NOVA
SCOTIA COUNTY OF
HALIFAX


ON THIS 19TH day of NOVEMBER, 2015 before me, the
subscriber personally came and appeared DIANA SMITH, a subscribing
witness to the foregoing indenture, who, having been by me duly sworn, made oath and said
that Heritage Gas Limited, one of the parties thereto, caused the same to be executed by the
hands of CHRISTOPHER SMITH, its ~~in~~ presence. PRESIDENT IN HER
PRESENCE.


A Barrister | Notary Public | Commissioner of
Oaths for the Province of Nova Scotia

RICHARD LOGUE
A COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

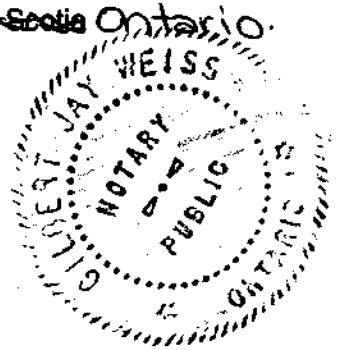
ONTARIO

CANADA, Province of ~~Nova Scotia~~

ON THIS 2nd day of October, 2015, before me, the subscriber personally came and appeared Robert S. Green, a subscribing witness to the foregoing Indenture, who, has  me duly sworn, made oath and said that Clayton Park Holdings Inc., one of the parties caused the same to be executed by the hands of its President in his presence

A Barrister / Notary Public / Commissioner of Oaths for the Province of ~~Nova Scotia~~ Ontario.

[affix stamp/seal]



AFFIDAVIT of STATUS

I Robert S. Green, President of Clayton Park Holdings Inc. make oath and say that:

1. I am the President of Clayton Park Holdings Inc., the ("Corporation") and have a personal knowledge of the matters herein deposed to.
2. I executed the foregoing instrument for and on behalf of the Corporation.
3. I am authorized to execute the foregoing instrument on behalf of the Corporation and thereby bind the Corporation.
4. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer(s) duly authorized in that regard on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s. 79(1)(a) of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
5. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
6. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

SWORN TO at _____, in the City _____)

of _____ Province of Ontario,)

this 2 October, 2015,)
before _____)

A Barrister / Notary Public / Commissioner)

of Oaths for the Province of Ontario)

Name: Robert S. Green

[Affix stamp/seal]



Schedule "A"

PID: 345033

PID: 345033 LOT V-2BC ALL THAT parcel of land situate on the easterly side of Willett Street, the southerly side of Lacewood Drive and the westerly side of Dunbrack Street in the City of Halifax, Province of Nova Scotia, designated as Lot V-2BC on a "Plan of Survey of Lot V-2BA and Lot V-28C being a Subdivision of Lot V-28 Lands of JMSC Holdings Inc. and First City Development Corp. Ltd.," prepared by Wallace Macdonald and Lively Ltd., signed by Harold S. Lively, N.S.L.S., dated the 16th day of August, 1988, approved by the City of Halifax on August 29, 1988, and recorded at the office of the Registrar of Deeds at Halifax as Plan 25603, Drawer 278, said Lot V-2BC having an area of 299,112 square feet, more or less, and being more particularly described as follows: PREMISING that the line joining Nova Scotia Coordinate Monument 5194 to Nova Scotia Coordinate Monument 5195 has a grid bearing of North 57 degrees 16 minutes 11 seconds East and relating all bearings herein thereto; COMMENCING at a survey marker placed on the easterly limit of Willett Street at the most southerly corner of Lot V-2A1A, as shown on said plan; THENCE North 57 degrees 36 minutes 15 seconds East along the southerly limit of said Lot V-2A1A, a distance of 175.00 feet, to a survey marker; THENCE North 32 degrees 23 minutes 45 seconds West along the northeasterly limit of said Lot V-2A1A, a distance of 84.88 feet, to a survey marker; THENCE North 57 degrees 36 minutes 15 seconds East along a southerly limit of said Lot V-2A1A, a distance of 137.83 feet, to a survey marker; THENCE North 32 degrees 23 minutes 45 seconds West along the northeasterly limit of said Lot V-2A1A and Lot V-2A2A, a distance in all of 140.0 feet, to an iron bar found at the most southerly corner of Lot L-4-81, as shown on said plan; THENCE North 57 degrees 36 minutes 15 seconds East along the southeasterly limit of said Lot L-4-81, a distance of 200.0 feet, to a survey marker placed at the most easterly corner thereof; THENCE North 32 degrees 23 minutes 45 seconds West along the northeasterly limit of said Lot L-4-81, a distance of 151.58 feet, to a survey marker placed on the southerly limit of Lacewood Drive, as shown on said plan; THENCE North 71 degrees 47 minutes 10 seconds East along the southerly limit of Lacewood Drive, 59.67 feet, to a survey marker placed at a northerly corner of Lot V-2BA, as shown on said plan; THENCE South 21 degrees 21 minutes 37 seconds East, along a westerly limit of said Lot V-28A, 12.11 feet, to a survey marker placed at an angle therein; THENCE South 15 degrees 44 minutes 22 seconds East, continuing along a westerly limit of said Lot V-2BA, 58.95 feet, to a survey marker placed at an angle therein; THENCE South 20 degrees 12 minutes 35 seconds East, continuing along a westerly limit of said Lot V-2BA, 43.79 feet, to a survey marker placed at an angle therein; THENCE South 24 degrees 26 minutes 55 seconds East, continuing along a westerly limit of said Lot V-28A, 54.31 feet, to a corner of said Lot V-28A; THENCE South 57 degrees 36 minutes 15 seconds West, along the northwesterly limit of said Lot V-2BA, 201.89 feet to a survey marker placed at the most westerly corner of said Lot V-2BA; THENCE South 32 degrees 23 minutes 45 seconds East, along the southwesterly limit of said Lot V-2BA, 90.00 feet, to a survey marker placed at the southerly corner of said Lot V-2BA; THENCE North 57 degrees 36 minutes 15 seconds East, along the southeasterly limit of said Lot V-2BA, 141.00 feet, to a survey marker placed at an easterly corner of said Lot V-28A; THENCE North 32 degrees 23 minutes 45 seconds West, along a northeasterly limit of said Lot V-2BA, 89.0 feet, to a survey marker placed at a corner of said Lot V-2BA; THENCE North 57 degrees 36 minutes 15 seconds East, along a southeasterly limit of said Lot V-28A, 61.76 feet, to a survey marker placed at a corner of said Lot V-2BA; THENCE North 24 degrees 26 minutes 55 seconds West, along an easterly limit of said Lot V-2BA, 55.14 feet, to a survey marker placed at an angle therein; THENCE North 20 degrees 12 minutes 35 seconds West, continuing along an easterly limit of said Lot V-2BA, 43.72 feet, to a survey marker placed at an angle therein; THENCE North 15 degrees 44 minutes 22 seconds West, continuing along an easterly limit of said Lot V-2BA, 58.96 feet, to a survey marker placed at an angle therein; THENCE North 21 degrees 21 minutes 37 seconds West, continuing along an easterly limit of said Lot V-2BA, 12.11 feet, to a survey marker placed on the southerly limit of Lacewood Drive aforesaid; THENCE North 71 degrees 47 minutes 10 seconds East, along the southerly limit of Lacewood Drive, 3.78 feet, to a survey marker found at the beginning of a curve, having a radius of 423.5 feet, as shown on said plan; THENCE along said curve, to the left, an arc distance of 123.92 feet, chord equivalent being 123.50 feet, measured on a course North 63 degrees 34 minutes 40 seconds East, to a survey marker placed at the end of said curve; THENCE North 65 degrees 43 minutes 15 seconds East continuing along the southerly limit of Lacewood Drive, 53.47 feet, to a survey marker placed at an angle therein; THENCE South 78 degrees 30 minutes 45 seconds East, a distance of 46.22 feet, to a survey marker found on the southwesterly limit of Dunbrack Street, as shown on said plan; THENCE South 39 degrees 33 minutes 25 seconds East along the southwesterly limit of Dunbrack Street, 53.01 feet, to a survey marker found at an angle therein; THENCE South 32 degrees 23 minutes 45 seconds East, continuing along the southwesterly limit of Dunbrack Street, 455.75 feet, to a survey marker found at the most northerly corner of Lot W-2, as shown on said plan; THENCE South 57 degrees 36 minutes

15 seconds West, along the northwesterly limit of said Lot W-2 and continuing along the northwesterly limit of Lot Y-1 Lot -2, a distance in all of 791.01 feet, to a survey marker placed on the easterly limit of Willett Street aforesaid; THENCE North 32 degrees 23 minutes 45 seconds West, along the last mentioned limit 200.13 feet, to the point of commencement. BENEFITS TOGETHER WITH a right-of-way in common with others entitled thereto over, along and upon a strip of land leading from a northwesterly limit of the hereinbefore described Lot V-2BC to the southerly limit of Lacewood Drive, said strip of land being designated as Parcels A, A-1 and A-2 on the hereinbefore mentioned plan of survey and more particularly described as: Parcel A: ALL THAT parcel of land situate in the City of Halifax, Province of Nova Scotia, being a portion of Lot L-4 81 on the southerly side of Lacewood Drive, being designated as Parcel A on a "Plan of Survey Showing Easements and Right-of-ways, Lot L-4-81 and Lot L-4-82," prepared by Wallace-Macdonald Surveys Ltd., signed by A.E. Wallace, N.S.L.S., and dated the 28th day of September 1979; said Parcel A being more particularly described as follows: COMMENCING at a point on the westerly limit of said Lot L-4-81, at the southwest corner of Parcel A-1, as shown on said plan; THENCE South 18 degrees 12 minutes 50 seconds East, along the westerly limit of said Lot L-4-81, a distance of 33.72 feet to an angle therein; THENCE South 32 degrees, 23 minutes 45 seconds East, continuing along the westerly limit of Lot L-4-81, a distance of 83.15 feet to a point; THENCE North 30 degrees 00 minutes 22 seconds West, a distance of 81.72 feet to a point; THENCE North 16 degrees 02 minutes 10 seconds West, a distance of 34.65 feet to the southwest corner of Parcel G, as shown on said plan; THENCE South 68 degrees 35 minutes 15 seconds West, along the southerly limit of Parcel A-1, aforesaid, a distance of 4.99 feet to the point of commencement.

Parcel A-1: ALL THAT parcel of land situate in the City of Halifax, Province of Nova Scotia, being a portion of Lot L-4-81 on the southerly side of Lacewood Drive, and designated as Parcel A-1 on a "Plan of Survey Showing Easements and Right-of-ways, Lot L-4-81 and Lot L-4-82", prepared by Wallace-Macdonald Surveys Ltd., signed by A.E. Wallace, N.S.L.S., and dated the 28th day of September 1979; said Parcel A-1 being more particularly described as follows: COMMENCING at a point on the westerly limit of said Lot L-4-81, at the southwest corner of Parcel A-2, as shown on said plan; THENCE North 68 degrees 35 minutes 15 seconds East, along the easterly limit of said Parcel A-2, a distance of 5.76 feet; THENCE South 16 degrees 02 minutes 10 seconds East, along the westerly limit of Parcel G, as shown on said plan, 20.08 feet to the northeast corner of Parcel A, as shown on said plan; THENCE South 68 degrees 35 minutes 15 seconds West, along the northwesterly limit of said Parcel A, 4.99 feet to a point on the westerly limit of said Lot L-4-81; THENCE North 18 degrees 12 minutes 50 seconds West, along the last mentioned limit, 20.03 feet to the point of commencement. Parcel A-2 ALL THAT parcel of land situate on the southerly side of Lacewood Drive, and being part of Lot L-4-81, in the City of Halifax, Province of Nova Scotia, designated as Parcel A-2 on a "Plan of Survey Showing Easements and Right-of-ways, Lot L-4-81 and Lot L-4-82", prepared by Wallace-Macdonald Surveys Ltd., signed by A.E. Wallace, N.S.L.S., and dated the 28th day of September 1979; said Parcel A-2 being more particularly described as follows:

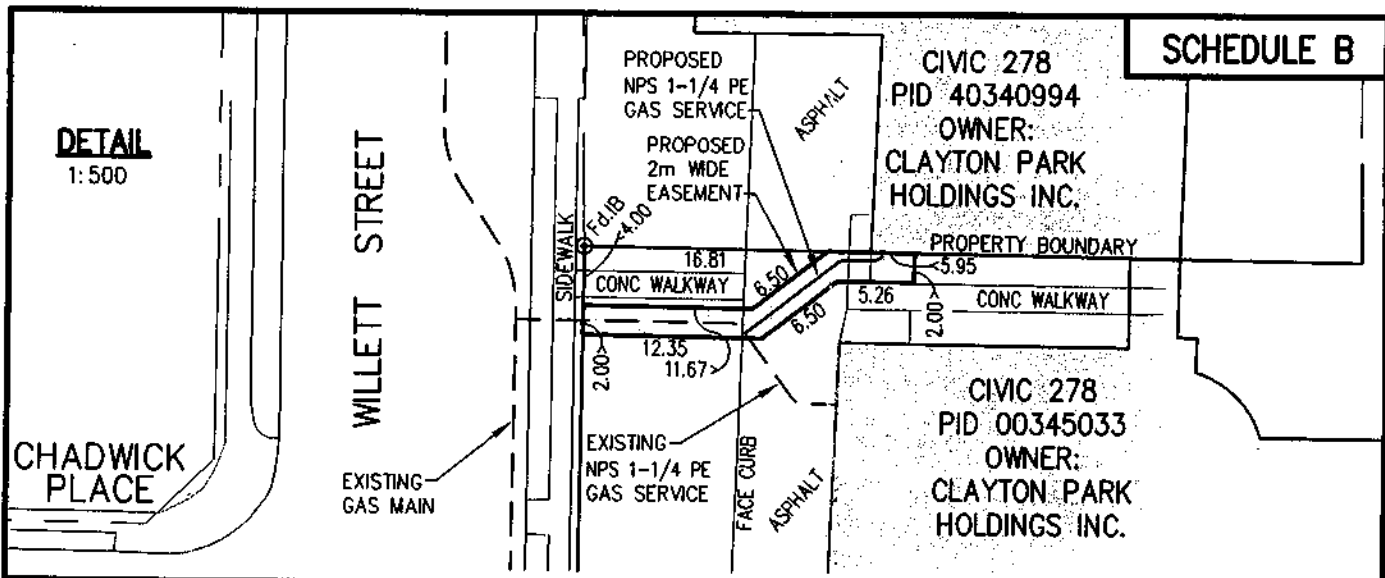
COMMENCING at a point on the southerly limit of Lacewood Drive, at the northwest corner of Lot L-4-81, as shown on said plan; THENCE South 18 degrees 12 minutes 50 seconds East, along the westerly limit of said Lot L-4-81, a distance of 10.70 feet to the northwest corner of parcel A-1, as shown on said plan; THENCE North 68 degrees 35 minutes 15 seconds East, along the northwesterly limit of said Parcel A-1, a distance of 5.76 feet; THENCE North 16 degrees 02 minutes 10 seconds West, a distance of 10.39 feet to the southerly limit of Lacewood Drive, aforesaid; THENCE South 71 degrees 47 minutes 10 seconds West, a distance of 6.14 feet to the point of commencement. ALSO TOGETHER WITH sewer easements on the hereinbefore mentioned Lot L-4-81 and being designated as Parcel G and Parcel E on the hereinbefore mentioned plan of survey more particularly described as: Parcel G: ALL THAT parcel of land situate in the City of Halifax, Province of Nova Scotia, being a portion of Lot L-4-81 on the southerly side of lacewood Drive, designated as Parcel G on a "Plan of Survey Showing Easements and Right-of-ways, Lot L-4-81 and Lot L-4-82" , prepared by Wallace-Macdonald Surveys Ltd., signed by A. E. Wallace, N.S.L.S., and dated the 28th day of September 1979; said Parcel G being more particularly described as follows: COMMENCING at a survey marker found on the southerly limit of said Lacewood Drive, at the northeast corner of said Lot -4-81, THENCE South 32 degrees 23 feet 45 inches East, along the easterly of said Lot .L-4-81, a distance of 18.35 feet; THENCE South 62 degrees 31 feet 30 inches West, a distance of 19.66 feet to a point; THENCE South 68 degrees 35 feet 15 inches West, a distance of 170.37 feet to the souht east corner of Parcel A-1, as shown on said plan; THENCE North 16 degrees 02 feet 10 Inches West, along the easterly limit of said Parcel A-1, a distance of 20.08 feet to the southeast corner of Parcel A-2, as shown on said plan; THENCE North 68 degrees 35 feet 15 inches East, a distance of 167.43 feet to a point; THENCE North 62 degrees 31 f et 30 inches East, a distance of 6.48 feet to a point on the southerly limit of Lacewood Drive, foresaid; THENCE North 71 degrees 47 feet 10 inches

East, along the last mentioned limit, 1.69 feet to the point of commencement. Parcel E ALL THAT parcel of land Situate in the City of Halifax, Province of Nova Scotia, being a part of Lot L-4-81 on the southerly side of Lacewood Drive, designated as Parcel E on a "Plan of Survey Showing assessments and Right-of-ways, Lot L-4 B1 and Lot L-4-B2", prepared by Wallace- Macdonald Surveys Ltd., signed by A.E. Wallace, N.S.L.S., and dated the 28th day of September 1979; said Parcel E being more particularly described as follows: COMMENCING at a survey marker found at the most easterly corner of said Lot L-4-B1; THENCE North 32 degrees 23 minutes 45 seconds West, along the northeasterly limit of said Lot L-4-81, a distance of 32.61 feet to a point; THENCE South 12 degrees 35 minutes 01 seconds East, a distance of 34.67 feet to a point on the southeasterly limit of Lot L-4- B1; THENCE North 57 degrees 36 minutes 15 seconds East, along the last mentioned limit, 11.75 feet to the point of commencement. ALSO TOGETHER WITH a right-of-way in common with others entitled thereto over, along and upon a strip of land leading from a northwesterly limit of the hereinbefore described Lot V-2BC to the southerly limit of Lacewood Drive, said strip of land being designated as Parcels V, H1 and B-1. Burdens: SUBJECT TO a right-of-way in common with others entitled thereto over, along and upon that portion of said Lot V-2BC designated as Parcel B-2 and Parcel D on the hereinbefore mentioned plan of survey being more particularly described as: COMMENCING at a survey marker placed on the southerly limit of Lacewood Drive, at a northeasterly corner of Lot V-2BC, said point being a distance of 59.67 feet, measured on a course North 71 degrees 47 minutes 10 seconds East, from the northeasterly corner of Lot L-4-B1, as shown on said plan; THENCE South 21 degrees 21 minutes 37 seconds East, along a southeasterly limit of said Lot V-2BC, 12.11 feet, to a survey marker placed at an angle therein; THENCE South 15 degrees 44 minutes 22 seconds East, continuing along a southeasterly limit of said Lot V-2BC, 58.95 feet, to a survey marker placed at an angle therein; THENCE South 20 degrees 12 minutes 35 seconds East, continuing along a southeasterly limit of said Lot V-2BC, 43.79 feet, to a survey marker placed at an angle therein; THENCE South 24 degrees 26 minutes 55 seconds East, continuing along a southeasterly limit of said Lot V-2BC, 54.31 feet, to a corner of said Lot V-28C; THENCE South 57 degrees 36 minutes 15 seconds West, along a southeasterly limit of said Lot V- 28C, 201.89 feet to a survey marker placed at a corner of said Lot V-2BC; THENCE South 32 degrees 23 minutes 45 seconds East, along a northeasterly limit of said Lot V-28C, feet, to a survey marker placed at a corner of said Lot V-2BC; THENCE South 57 degrees 36 minutes 15 seconds West, 20.00 feet to a point on the northeasterly limit of Lot V 2A1A, as shown on said plan; THENCE North 32 degrees 23 minutes 45 seconds West, along a northeasterly limit of said Lot V-2A1A and Lot V 2A2A, a distance in all of 118.00 feet, to an iron bar found at the most southerly corner of Lot L-4-B1, as shown on said plan; THENCE North 57 degrees 36 minutes 15 seconds East, along the southeasterly limit of said Lot L-4-B1, a distance of 200.0 feet, to a survey marker placed at the most easterly corner thereof; THENCE North 32 degrees 23 minutes 45 seconds West, along the northeasterly limit of said Lot L-4-B1 a distance of 151.58 feet, to a survey marker placed on the southerly limit of Lacewood Drive, as shown on said plan; THENCE North 71 degrees 47 minutes 10 seconds East, along the southeasterly limit of Lacewood Drive, 59.67 feet, to the point of commencement. Parcel D: ALL THAT parcel of land situate on the southerly side of Lacewood Drive, and being part of Lot L-4-82, in the City of Halifax, Province of Nova Scotia, designated as Parcel D on a "Plan of Survey Showing Easements and Right-of-ways, Lot L-4-81 and Lot L-4-82", prepared by Wallace- Macdonald Surveys Ltd., signed by A.E. Wallace, N.S.L.S., and dated the 28th day of September 1979; Said Parcel D being more particularly described as follows: COMMENCING at a point on the southerly limit of Lacewood Drive, being distant 18.62 feet measured on a course North 71 degrees 47 minutes 10 seconds East, from the northeast corner of Lot L-4-81, as shown on said plan; THENCE South 21 degrees 59 minutes 51 seconds East, along the easterly limit of Parcel C, as shown on said plan, 78.84 feet to the most northerly corner of Parcel F, as shown on said plan; THENCE North 50 degrees 44 minutes 45 seconds East, along a limit of Parcel B, as shown on said plan, 35.19 feet to a point; THENCE North 16 degrees 01 minutes 38 seconds West, a distance of 66.08 feet to the southerly limit of Lacewood Drive, aforesaid: THENCE South 71 degrees 47 minutes 10 seconds West, along the last mentioned limit, 40.57 feet to the point of commencement. ALSO SUBJECT TO a sewer easement on that portion of said Lot V-28C designated as Parcel C and Parcel D, as described above, on the hereinbefore mentioned plan of survey, Parcel C being described as follows: ALL THAT parcel of land situate on the southerly side of Lacewood Drive, and being part of Lot L-4-82, in the City of Halifax, Province of Nova Scotia, designated as Parcel C on a "Plan of Survey Showing Easements and Right-of-ways, Lot L-4-81 and Lot L-4-82", prepared by Wallace- Macdonald Surveys Ltd., signed by A.E. Wallace, N.S.L.S., and dated the 28th day of September 1979; said Parcel C being more particularly described as follows: COMMENCING at a survey marker found on the southerly limit of Lacewood Drive, at the northeast corner of Lot L-4-81, as shown on said plan; THENCE South 32 degrees 23 minutes 45 seconds East, along the northeasterly limit of said Lot L-4-81, a distance of 82.57 feet to the most westerly corner of Parcel F, as shown on said plan; THENCE North 50 degrees 44 minutes 45 seconds East, along the northwesterly limit of said Parcel F, a distance of 3.85 feet to the most southerly

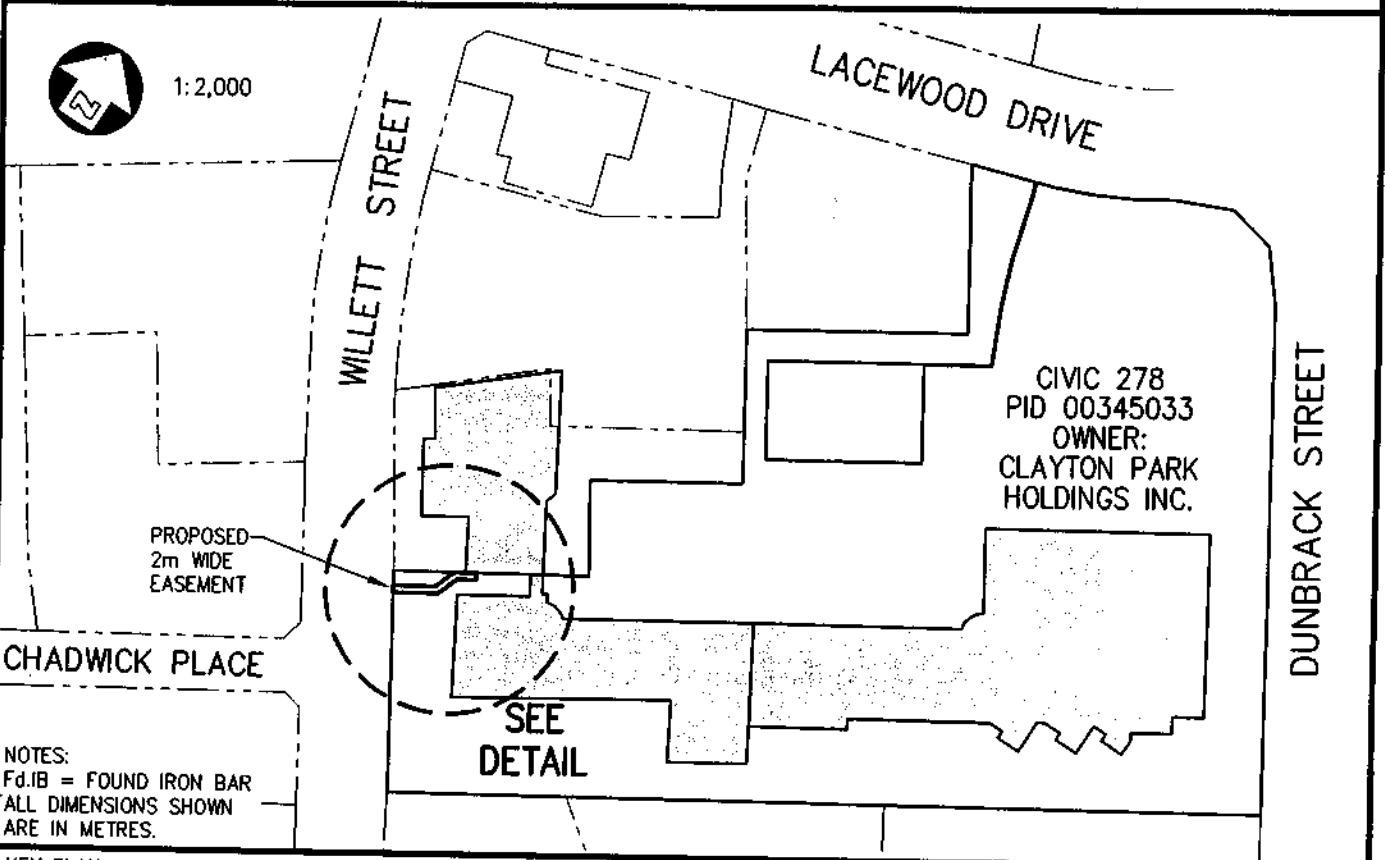
corner of Parcel 0, as shown on said plan; THENCE North 21 degrees 59 minutes 51 seconds West, along the westerly limit of said Parcel 0, a distance of 78.84 feet to the southerly limit of Lacewood Drive, aforesaid; THENCE South 71 degrees 47 minutes 10 seconds West, along the last mentioned limit, 18.62 feet to the point of commencement. ALSO SUBJECT TO an service easement in favour of the Nova Scotia Power Corporation over, along and upon the southeasterly 15.0 feet in perpendicular width of the hereinbefore described Lot V-2BC and being designated as Parcel E-2 on the hereinbefore mentioned plan of survey. The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Halifax County as plan number 25603 in drawer 278.

SCHEDULE B

DETAIL
1:500

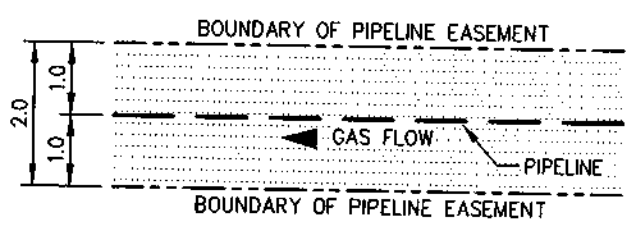
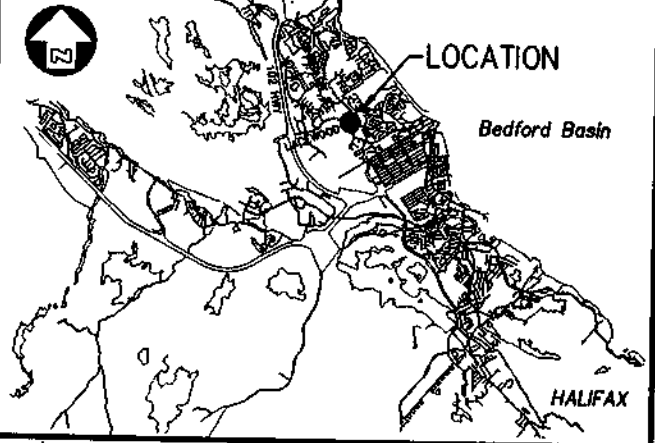


1:2,000



NOTES:
F.d.I.B. = FOUND IRON BAR
ALL DIMENSIONS SHOWN
ARE IN METRES.

KEY PLAN



LOCATION OF PIPE WITHIN EASEMENT
N.T.S.

NO.	ISSUED FOR REVIEW REVISIONS	DATE	TLM	DWN	APPR.
1		27/08/15			

APPROXIMATE AREA OF PERMANENT EASEMENT:
519 SQ. FT. (48.2 m²) (0.012 ACRES)
WIDTH OF PERMANENT EASEMENT:
2.0 METRES (6.56 FEET)
APPROX. LENGTH OF PERMANENT EASEMENT:
24.1 METRES (79 FEET)



TITLE:
**PROPERTY SKETCH
NATURAL GAS PIPELINE
CROSSING PROPERTY OF
CLAYTON PARK HOLDINGS INC.
HALIFAX, N.S.**

DWG #:
PS-HA-00345033

NOTE: THIS DOCUMENT DOES NOT REPRESENT A LEGAL SURVEY AND SHOULD NOT BE USED FOR BOUNDARY DEFINITION OR CONVEYING PURPOSES AND IS ONLY INTENDED FOR THE USE OF THE HERITAGE GAS PROJECT.

DESIGN: TLM	DRAWN: TLM	SCALE: AS SHOWN
CHECKED:	APPROVED:	

G:\CAD\6Region - HF\MAINLAND\2015 Projects\61517 278 Lacewood Dr Service Easement\PS-HA-00345033_Rev1.dwg 27-AUG-2015 9:30am Terry

See Drawer 177 for plan

820

8669

THIS INDENTURE

made the 23rd day of February A.D. 1977.

BETWEEN: CLAYTON DEVELOPMENTS LIMITED,
a body corporate, having its
registered office at Halifax,
in the County of Halifax,
Province of Nova Scotia,
hereinafter called the "Grantor"

OF THE ONE PART:

- and -

NOVA SCOTIA POWER CORPORATION,
a body corporate, with Head Office
at Halifax, Province of Nova Scotia,
hereinafter called the "Corporation"

OF THE OTHER PART:

WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada, now paid to the Grantor by the Corporation, the receipt whereof is hereby acknowledged, the Grantor grants unto the Corporation, its successors and assigns forever, the right at any time and from time to time to lay down and construct conduits for wires of all kinds in, under and upon the lands hereinafter described and to erect and construct lines of poles and wires with all necessary guys, braces, conduits, fittings and other equipment in, upon and over the said lands and to keep and maintain the said conduits and said lines of poles and wires and equipment as aforesaid in, under, upon and over the said lands and to repair, replace or remove from time to time all or any part of said conduits or said lines of poles and wires and equipment and kind of electric telephonic, electronic radio or television impulses or electrical energy and for each and every such purpose, the further right at any time and from time to time to enter upon the said lands by its servants, employees or workmen and to bring on the said lands any equipment, including motor vehicles and to trim or otherwise remove trees, branches and other obstructions on or over the said lands.

TO HAVE AND TO HOLD the said rights and each of them unto the said Corporation, its successors and assigns, to its and their sole use forever, in common, however, with any other company to which the Grantor may hereafter grant any similar right.

The Grantor declares for itself, its successors and assigns that the Corporation, its successors and assigns may, from time to time grant convey, assign or lease the rights hereinbefore granted to or share the said rights with any other person or companies in common with the Corporation, its successors and assigns or otherwise.

The lands above referred to being described in Schedule "A" and Schedule "B" and shown outlined in red on a copy of a Plan prepared by Servant, Dunbrack, McKenzie & MacDonald Ltd., dated February 15th, 1977 and entitled Plan showing Parcels E-1 and E-2, Easement over Lots L-4-B and L-5. Lands owned by Clayton Developments Limited, Willett Street and Dunbrack Street; said plan being marked Schedule "C", said Schedules "A", "B" and "C" being attached hereto and forming part of this Indenture.

PARCEL E-1 EASEMENT OVER LOT L-5

CLAYTON PARK SUBDIVISION, HALIFAX, NOVA SCOTIA

ALL that certain parcel of land lying along the northwestern boundary of Lot L-5 between Dunbrack Street and Willett Street in the City of Halifax, Province of Nova Scotia, being parcel E-1 on a plan showing parcels E-1 and E-2, Easement over Lots L-4-B and L-5, signed by Granville Leopold, N.S.L.S. dated February 15th, 1977 and described as follows:

BEGINNING on the southwestern boundary of Dunbrack Street where it is intersected by the southeastern boundary of Lot L-4-B;

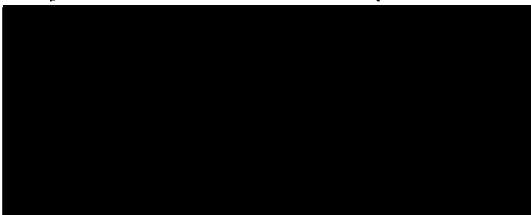
THENCE S 32° 23' 45" E, 5.0 feet along said southwestern boundary of Dunbrack Street to a point thereon;

THENCE S 57° 36' 15" W, 791.01 feet to the northeastern boundary of Willett Street;

THENCE N 32° 23' 45" W, 5.0 feet along said northeastern boundary of Willett Street to its intersection with the aforesaid southeastern boundary of Lot L-4-B;

THENCE N 57° 36' 15" E, 791.01 feet along said southeastern boundary of Lot L-4-B to the place of beginning.

ALL bearings are referred to a transverse mercator grid, 3° Zone.



Roy A. Dunbrack, N.S.L.S.
Halifax, Nova Scotia
February 16, 1977.

SCHEDULE "B"PARCEL E-2 EASEMENT OVER LOT L-4-B
CLAYTON PARK SUBDIVISION, HALIFAX, NOVA SCOTIA

ALL that certain parcel of land situate, lying and being along the southeastern side of Lot L-4-B, between Dunbrack Street and Willett Street, in the City of Halifax, Province of Nova Scotia, being Parcel E-2 on a plan showing parcels E-1 and E-2 Easement over Lots L-4-B and L-5, signed by Granville Leopold, N.S.L.S. dated February 15th, 1977 and described as follows:

BEGINNING on the southwestern boundary of Dunbrack Street, where it is intersected by the northwestern boundary of Lot L-5;


THENCE S 57° 36' 15" W, 791.01 feet along the said northwestern boundary of Lot L-5 to its intersection with the northeastern boundary of Willett Street;

THENCE N 32° 23' 45" W, 15.0 feet along said northeastern boundary of Willett Street to a point thereon;

THENCE N 57° 36' 15" E, 791.01 feet to its intersection with the aforesaid southwestern boundary of Dunbrack Street;

THENCE S 32° 23' 45" E, 15.0 feet along said southwestern boundary of Dunbrack Street to the place of beginning.

ALL bearings are referred to a transverse mercator grid, 3° Zone.



Roy A. Dunbrack, N.S.L.S.
Halifax, Nova Scotia
February 16, 1977.

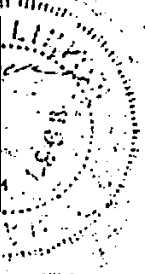
IN WITNESS WHEREOF the said Grantor has caused this Indenture to be executed by affixing thereto its corporate seal, attested by the signatures of

SIGNED, SEALED AND DELIVERED)
in the presence of)

CLAYTON DEVELOPMENTS LIMITED

Sandra L. Anthony

PER)
PER)



SECRETARY

Province of Nova Scotia
County of Halifax

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Halifax, in the County of Halifax, N.S. at 9:26 o'clock A.M. on the 3rd day of March, A.D. 1977 in Book Number 3091

PROVINCE OF NOVA SCOTIA)
COUNTY OF)

SS)

Registrar of Deeds for the Registration District of the County of Halifax

On this 23rd day of February A.D. 1977, before me, the subscriber personally came and appeared *Sandra L. Anthony* a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that *Edward Andrews, Vice-President* one of the parties thereto, caused the same to be executed in its name and on its behalf, and at the same time caused its corporate seal to be thereunto affixed by *J. W. Peck, Secretary* its proper officers duly authorized in that behalf, in her presence.



COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

PETER J. McDONOUGH