#### DEVELOPMENT AGREEMENT 25 COOK ROAD, BRIDGEWATER, NS

THIS AGREEMEN	NT made this	day of	, A.D. 202	22.
BETWEEN:		A SCOTIA LIMIT led the "Property		
			OF THE FIRST P	ART

#### TOWN OF BRIDGEWATER.

a municipal body corporate pursuant to the *Municipal Government Act*, hereinafter called the "**Town**"

OF THE SECOND PART

WHEREAS the Property Owner wishes to use the property at 25 Cook Road (PID 60679214) ("the Property"), further described in Schedule A, for a ready-mix concrete production facility and

WHEREAS the Property is situated within an area designated 'Industrial' on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned 'Industrial (M1)' on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policy M-9 (c) of the Municipal Planning Strategy (December 2014) and Parts 7.2.2 (c) of the Land Use By-law (December 2014) allow Town Council to consider the proposed development on the Property only by Development Agreement; and

WHEREAS on \_\_\_\_\_\_, Council of the Town of Bridgewater approved a Development Agreement on the Property, to allow the proposed development, subject to the execution of the Development Agreement by the parties hereto; and

WHEREAS the Property Owner is the owner of the Property:

Now this agreement witnesseth that in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

#### 1. SCHEDULES

The following attached Schedules shall form part of this Agreement:

Schedule A: Description of Lands

Schedule B: Site Plan

Schedule C: Landscaping Plan

#### 2. PERMITTED USE

That the development on the Property shall be limited to:

- (a) The use of a ready-mix concrete production facility up to a maximum of 750m<sup>2</sup> as shown on Schedule B; and
- (b) Notwithstanding (a), a variance of the setback distances of up to 10% may be considered within the terms of this development at the discretion of the Development Officer prior to the issuance of a Development Permit.
- (c) Those uses permitted in the underlying zoning by the Land Use By-law, as amended from time to time.

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

#### 3. LANDSCAPING AND BUFFERING

- (a) The landscaping and buffering on the Property shall be in substantive accordance with the landscaping plan shown in Schedule C. This includes, but is not limited to all trees, shrubs, and grassed areas. The planting of native species is strongly encouraged.
- (b) The Property Owner shall ensure that, wherever possible, existing trees and vegetation are retained during the early development stage and during construction.
- (c) Any buffer as shown on Schedule C shall be comprised of screening elements to obstruct views effectively below 12 feet and during all seasons within five years of installation.
- (d) Should the buffers not screen views effectively below 12 feet within five years of installation as determined by the development officer, the development officer may require additional landscaping or alternative screen elements in reasonable accordance with the landscaping plan shown in Schedule C.
- (e) The Property Owner will be considered in default if any of the required landscaping or buffering is not completed within twelve (12) months of the issuance of an Occupancy Permit.

#### 4. LIGHTING

- (a) The lighting on the property shall be sufficient enough to promote the safety and security of all users.
- (b) Any exterior lighting shall be positioned to minimize the illumination of surrounding areas and is located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result.

#### 5. PARKING AND ACCESS

- (a) The Property Owner shall construct up to 3 private driveways that provide vehicular access from Cook Road that are in substantively the same location as shown on the site plan in Schedule B.
- (b) Any changes, deletions or additions of access points need prior approval by the Traffic Authority.
- (c) A minimum of 5 vehicular parking spaces and a truck parking shall be provided on the property with the exterior spaces located in reasonable accordance with the site plan in Schedule B.

#### 6. MAINTENANCE

- (a) The Property Owner shall ensure that all buildings on the Property are kept in good repair, and that exposed exterior surfaces are painted or treated as may be necessary, so that the buildings are maintained in a tidy and attractive state.
- (b) The Property Owner shall ensure that all retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements are regularly maintained and that any undeveloped, unused portions of the lot are kept in a tidy state and free from unkempt materials or matter of any kind.

#### 7. SANITARY SEWER AND WATER SERVICES

(a) The Property Owner shall prepare detailed submissions for the approval of services to the satisfaction of the Town Engineer prior to the issuance of the Development Permit.

(b) The Property Owner shall ensure that the Property will have adequate fire protection to the satisfaction of the Town Engineer, prior to the issuance of a Development Permit.

#### 8. STORMWATER MANAGEMENT

- (a) The Property Owner shall submit a detailed stormwater management plan to the satisfaction of the Town Engineer, prior to the issuance of a Development Permit.
- (b) The Property Owner shall ensure that all post-development peak stormwater runoff flows for all development on the Property are equal to or less than pre-development stormwater peak runoff flows for small and large storms, to the satisfaction of the Town Engineer.

#### 9. CHANGES AND ALTERATIONS

- (a) All matters in this agreement not specified in Subsection 10(b) below are non-substantive matters which may be changed or altered without a public hearing, but with the written consent of Town Council, provided that Town Council determines that the changes do not significantly alter the intended effect of this agreement.
- (b) That the following matters are substantive matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
  - (i) Permitted Use as outlined in Section 2; and
- (c) Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

#### 10. APPLICABILITY OF THE AGREEMENT

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

## 11. APPLICABLITY OF THE LAND USE BYLAW AND THE SUBDIVISION BYLAW

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

#### 12. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

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

#### 13. CONFLICT

- (a) Where the provisions of this Agreement conflict with those of any bylaw of the Town applicable to the Property (other than the Land –Use Bylaw to the extent varied by this Agreement) or any provincial or federal statue or regulation, the higher or more stringent requirements shall prevail.
- (b) In case of conflict, the text of the Agreement prevails over the Schedules.

#### 14. COSTS

(a) The Property Owner is responsible for all costs associated with recording this Agreement in the Land Registration Office. These costs are included in the Development Agreement Application Fee that is collected by the Town of Bridgewater under Policy 89 – Fees Policy.

#### 15. FULL AGREEMENT

(a) This Agreement constitutes the entire agreement and contract entered into by the Town and the Property Owner in relation to the Permitted Use as described in Section 2.

#### 16. SEVERABILITY OF PROVISIONS

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

#### 17. INTERPRETATION

- (a) Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- (b) In case of conflict, the text of the Agreement prevails over the Schedules.

#### 18. BREACH OF TERMS OR CONDITIONS

(a) Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Town may undertake any remedies permitted by the *Municipal Government Act*, including but not limited to any remedies permitted by section 264 of the *Municipal Government Act*.

#### 19. TERMINATION OF AGREEMENT

- (a) This Agreement shall be in effect until discharged by resolution of the Council of the Town pursuant to the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the Property; and
- (b) The Property Owner shall sign this Agreement within 180 calendar days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the Agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void; and
- (c) The Town of Bridgewater may discharge this Development Agreement if the use described herein has not been commenced within twelve (12) months of the date of this Agreement; and
- (d) The Town of Bridgewater may discharge this Development Agreement if construction of the development <u>or</u> the use described herein is discontinued for twelve (12) months or longer; and
- (e) In this Agreement, the development is deemed to have been commenced or started when a development permit for any part of the development has been issued; and
- (f) The Town of Bridgewater retains the option of discharging this Development Agreement should any fact provided by the Property

- Owner to the Town constitute a material misrepresentation of the facts; and
- (g) This Agreement shall enure to the benefit of, and be binding upon the Town and its successors and assigns and shall enure to the benefit of and be binding upon the Property Owner, their heirs, executors, administrators, and assigns, the owner or owners from time to time of the Property, until discharged.

#### **OWNERSHIP**

Witness

We, the Property Owner, hereby certify that I am the sole owner of PID 60679214, as described in Schedule A, having received the deed for 60679214 from The Town of Bridgewater dated February 17, 2022. I have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the	of e
property.	

JOEL WESTIN

2532521 NOVA SCOTIA LIMITED

Witness	JOEL WESTIN 2532521 NOVA SCOTIA LIMITED
	TOWN OF BRIDGEWATER
Witness	DAVID MITCHELL, Mayor
Witness	TAMMY CROWDER, CAO

**IN WITNESS WHEREOF** the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

## AFFIDAVIT (CORPORATE)

I, JOEL WESTIN, of, N	lova Scotia, make oath and say that:
1. I am the of <b>25325</b> "Corporation". Except as otherwise stated to which I have sworn in this Affidavit.	21 Nova Scotia Limited, the I have personal knowledge of the matters
this acknowledgment is made for the purp	gard under seal on the date of this affidavit; ose of registering such Instrument R.S.N.S. 1989, c.392. or s. 79(1)(a) of the
3. The Corporation is a resident of Canada	a under the Income Tax Act (Canada).
4. The ownership of a share or an interest entitle the owner of such share or interest by the Corporation.	in a share of the Corporation does not in such share to occupy a dwelling owned
5. THAT I have authority to execute this in Limited and thereby bind 2532521 Nova S	estrument on behalf of 2532521 Nova Scotia Scotia Limited.
SWORN TO at , in the County of , Province of Nova Scotia, this day of , A.D., 2022, BEFORE ME:	) ) 2532521 Nova Scotia Limited ) ) )
A BARRISTER OF THE SUPREME	)

#### **GRANTOR'S AFFIDAVIT (CORPORATE)**

- I, Tammy Crowder, of Bridgewater, Lunenburg County, Nova Scotia, make oath and say that:
- 1. I am the Chief Administrative Officer and Acting Clerk, of the Town of Bridgewater, the "Municipality" and/or the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
- 2. I acknowledge that the Town of Bridgewater executed the foregoing instrument by its proper officials duly authorized in that regard under seal 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, as am. or s. 79(1)(a) of the Land Registration Act, S.N.S. 2001, c.6, as am., as the case may be, for the purpose of registering this instrument.
- 3. The Corporation is a resident of Canada under the Income Tax Act (Canada).
- 4. 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 to occupy a dwelling owned by the Corporation.
- 5. That the lands and/or dwelling contained in the within Indenture have not been occupied by the Mayor and/or any Councillor and/or employee of the Municipality.

SWORN TO at Bridgewater, in the County of Lunenburg, Province of Nova Scotia, this day of ,	) ) ) 
A.D., 2022, BEFORE ME:	) Tammy Crowder ) ) )
A BARRISTER OF THE SUPREME COURT OF NOVA SCOTIA	) ) )

#### **AFFIDAVITS OF EXECUTION**

PROVINCE OF NOVA SCOTIA COUNTY OF LUNENBURG, NS	
subscribing witness to the foregoi made oath and said that <b>TOWN</b>	A.D., 2022, before me, the ppeared a ng Indenture, who having been by me duly sworn, <b>OF BRIDGEWATER</b> , one of the parties thereto, in its name and on its behalf and its corporate seal presence.
	A COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA
PROVINCE OF NOVA SCOTIA COUNTY OF LUNENBURG, NS	
subscriber personally came and a subscribing witness to the foregoi made oath and said that <b>2532521</b> I	A.D., 2022, before me, the ppeared a ng Indenture, who having been by me duly sworn, NOVA SCOTIA LIMITED, one of the parties thereto, in its name and on its behalf and its corporate seal presence.
	A COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

#### Schedule A

#### **Description of Lands**

#### PID 60679214

All that lot of land situate lying and being in the Town of Bridgewater, County of Lunenburg, Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at a point at the Northeastern corner of Lot IP-123, lands of Merles Contracting Limited, said point being on the Southeastern boundary of Logan Road, a Public Street, said point being shown on Plan of Subdivision B-279 dated February 6, 1989, prepared by Hebb Turner Himmelman Land Surveyors Limited, and filed at the Registry of Deeds Office, Bridgewater, Lunenburg County, under No. 7398;

THENCE North 69 degrees 29 minutes 43 seconds East 492.96 feet along the Southern boundary of Logan Road to the Southwestern corner of Ross Street, an undeveloped 60 foot wide street reserve;

THENCE South 45 degrees 07 minutes 09 seconds East 1,422.72 feet along the Southwestern boundary of Ross Street, an undeveloped 60 foot wide street reserve to the Southwestern corner of Lot J-1, lands of Glenn A. Hull;

THENCE South 32 degrees 09 minutes 54 seconds West 24.47 feet along the Southwestern boundary of Lot J-1, lands of Glenn A. Hull:

THENCE South 42 degrees 06 minutes 27 seconds East 127.90 feet along the Southern boundary of lands of Glenn A. Hull and lands of Ruth Hull:

THENCE North 50 degrees 39 minutes 33 seconds East 85.36 feet along the Southeastern boundary of lands of Ruth Hull to the Western boundary of the former Canadian National Railway Company, now lands of the Town of Bridgewater;

THENCE South 28 degrees 11 minutes 42 seconds East 443.81 feet along the Western boundary of the former Canadian National Railway Company, now lands of the Town of Bridgewater, to a point marking the beginning of curve;

THENCE in a Southeasterly direction following a curve to the right having a radius of 1,114.19 feet, an arc distance of 836.83 feet along Western boundary of lands of the Town of Bridgewater, to a point marking end of curve, a tie line between the last two mentioned points being South 06 degrees 40 minutes 47 seconds East 817.29 feet:

THENCE South 14 degrees 50 minutes 16 seconds West 697.41 feet along the Western boundary of lands of Town of Bridgewater, to a point marking beginning of curve;

THENCE in a Southwesterly direction following a curve to the left having a radius of 1,465.69 feet, and arc distance of 156.21 feet along the Western boundary of lands of Town of Bridgewater to a point, a tie line between the last two mentioned points being South 11 degrees 47 minutes 08 seconds West 156.14 feet, said point being shown on Plan of Survey 03-018, prepared by Turner Surveys, dated May 5, 2003, and filed at the Registry of Deeds Office, Bridgewater, Lunenburg County, under No. 12460;

THENCE in a Southwesterly direction following a curve to the left having a radius of 1,465.69 feet, an arc distance of 96.19 feet along the Western boundary of lands of the Town of Bridgewater, to a point marking beginning of curve, a tie line between the last two mentioned points being South 06 degrees 49 minutes 22 seconds West 96.17 feet;

THENCE South 04 degrees 56 minutes 41 seconds West 15.99 feet along the Western boundary of lands of the Town of Bridgewater to the Northeastern corner of Lot 03-2, lands of the Town of Bridgewater;

THENCE North 15 degrees 56 minutes 56 seconds West 48.59 feet along the Eastern boundary of Lot 03-2, lands of the Town of Bridgewater;

THENCE North 60 degrees 53 minutes 07 seconds West 10.60 feet along the Eastern boundary of Lot 03-2, lands of the Town of Bridgewater;

THENCE in a Northwesterly direction following a curve to the left having a radius of 361.10 feet, an arc distance of 181.00 feet to a point marking beginning of curve, a tie line between the last two mentioned points being North 33 degrees 18 minutes 57 seconds West 179.11 feet;

THENCE North 47 degrees 40 minutes 30 seconds West 1,436.41 feet along the Northeastern boundary of Lot 03-2, lands of Town of Bridgewater, to a point marking end of curve;

THENCE in a Northwesterly direction following a curve to the right having a radius of 500.30 feet, an arc distance of 85.53 feet along the Northern boundary of Lot 03-2, lands of Town of Bridgewater, to a point marking the beginning of curve, a tie line between the last two mentioned points being North 42 degrees 46 minutes 36 seconds West 85.43 feet;

THENCE North 37 degrees 52 minutes 42 seconds West 166.94 feet along the Northern boundary of Lot 03-2, lands of Town of Bridgewater;

THENCE North 46 degrees 38 minutes 30 seconds East 55.25 feet along the Southeastern boundary of Lot 03-2, lands of Town of Bridgewater, to a point at the Southeastern corner of Zinck Road, "so called", said point being further located on Plan of Survey T-268, dated August 19, 1996, prepared by Errol B. Hebb

Surveys Limited, and filed at the Registry of Deeds Office, Bridgewater, Lunenburg County, Nova Scotia, under No. 10425:

THENCE North 46 degrees 43 minutes 53 seconds East 309.70 feet along the Eastern boundary of Zinck Road, "so-called";

THENCE South 37 degrees 43 minutes 26 seconds East 10.00 feet along the Eastern boundary of Zinck Road, "so-called";

THENCE North 52 degrees 16 minutes 34 seconds East 66.00 feet along the Eastern boundary of Wentzell Drive:

THENCE North 37 degrees 43 minutes 26 seconds West 363.61 feet along the Northeastern boundary of Wentzell Drive to the Southern corner of Lot 5-2A, lands of ECI Medical Technologies Inc., said point being shown on Plan of Subdivision 98-49, dated August 13, 1998, prepared by Turner Surveys, and filed at the Registry of Deeds Office, Bridgewater, Lunenburg County, under No. 10937;

THENCE North 52 degrees 16 minutes 51 seconds East 548.86 feet along the Southeastern boundary of Lot 5-02A, lands of ECI Medical Technologies Inc. to the Southwestern boundary of Cook Road, a Public Street:

THENCE South 36 degrees 46 minutes 16 seconds East 216.81 feet along the Southwestern boundary of Cook Road, to the Northern corner of Lot 01-01, lands of South Shore Crematorium & Removal Services Ltd., said point being shown on Plan of Subdivision 01-053, prepared by Turner Surveys, dated July 16, 2001, and filed at the Registry of Deeds Office, Bridgewater, Lunenburg County, under No. 11833;

THENCE South 52 degrees 18 minutes 13 seconds West 200.00 feet along the Northwestern boundary of Lot 01-01, lands of South Shore Crematorium & Removal Services Ltd.;

THENCE South 36 degrees 46 minutes 16 seconds East 120.00 feet along the Southwestern boundary of Lot 01-01, lands of South Shore Crematorium & Removal Services Ltd.:

THENCE North 52 degrees 18 minutes 13 seconds East 200.00 feet along the Southeastern boundary of Lot 01-01, lands of South Shore Crematorium & Removal Services Ltd. to the Southwestern boundary of Cook Road:

THENCE South 36 degrees 46 minutes 16 seconds East 523.36 feet along the Southwestern boundary of Cook Road to the Southwestern corner of Cook Road, said point being shown on Plan of Survey B-314, dated July 30, 1990, prepared by Hebb Turner Himmelman Land Surveyors Limited, and filed at the Registry of Deeds Office, Bridgewater, Lunenburg County, under No.82921835;

THENCE North 53 degrees 13 minutes 44 seconds East 66.00 feet along the Southeastern boundary of Cook Road;

THENCE North 36 degrees 46 minutes 16 seconds West 1,052.66 feet along the Northeastern boundary of Cook Road to a point marking end of curve;

THENCE in a Northwesterly direction following a curve to the left having a radius of 337.84 feet, an arc distance of 306.47 feet along the Northeastern boundary of Cook Road to a point marking end of curve, a tie line between the last two mentioned points being North 62 degrees 45 minutes 33 seconds West 296.07 feet:

THENCE North 88 degrees 44 minutes 49 seconds West 148.95 feet along the Northern boundary of Cook Road to a point marking end of curve;

THENCE in a Southwesterly direction following a curve to the left having a radius of 455.81 feet, an arc distance of 188.08 feet along the Northern boundary of Cook Road to the Southeastern corner of Lot 5-01A, lands of L & B Electric Limited, said point being shown on Plan of Subdivision 00-065, dated June 20, 2000, prepared by Turner Surveys, and filed at the Registry of Deeds Office, Bridgewater, Lunenburg County, under No. 11558, a tie line between the last two mentioned points being South 79 degrees 28 minutes 53 seconds West 186.80 feet;

THENCE North 20 degrees 39 minutes 52 seconds West 233.65 feet along the Northeastern boundary of Lot 5-01A, lands of L & B. Electric Limited to the Southeastern corner of Lot IP-123, lands of Merles Contracting Ltd.;

THENCE North 29 degrees 52 minutes 16 seconds West 287.30 feet along the Northeastern boundary of Lot IP-123, lands of Merles Contracting Ltd. to the place of beginning.

The above described bearings are Nova Scotia Grid North bearings.

The above described lot contains an area of 59.7 acres more or less.

Saving and Excepting Lot 06-1, consisting of 1.59 Acres, as shown on a Plan of Subdivision filed in the Land Registration Office for Lunenburg County on 23 February 2006 under Number 84423384.

Saving and Excepting Lot 1, consisting of 1.000 Acre, and Lot 100, consisting of 0.309 Acres, as shown on a Plan of Subdivision filed in the Land Registration Office for Lunenburg County on 17 November 2006 under Number 86641009.

Saving and Excepting Lot 100, consisting of 15.56 Acres, Lot 200, consisting of 6.09 Acres, and Remainder Lot 500-B, consisting of 21.5 Acres, as shown on a Plan of Subdivision filed in the Land Registration Office for Lunenburg County on 7 March 2011 under Number 97888946.

Saving and Excepting Parcel B, consisting of 1.7001 Acres, approved as an addition to Lot 06-1 referred to above, as shown on a Plan of Subdivision filed in the Land Registration Office for Lunenburg County on 20 January 2014 under Number 104485942.

Saving and Excepting Lot BDA2, consisting of 1.7215 Acres, as shown on a Plan of Subdivision filed in the Land Registration Office for Lunenburg County on 8 February 2017 under Number 110313419.

Saving and Excepting Lot AB as shown in Registered Plan No. 118027607 recorded in the Land Registration Office for Lunenburg County.

#### BURDEN:

SUBJECT TO a utility interest as described in Book 248 at Page 1036 under number 702.

#### BURDEN:

SUBJECT TO a utility interest as described in Book 806 at Page 844 under Number 5081.

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

#### Compliance:

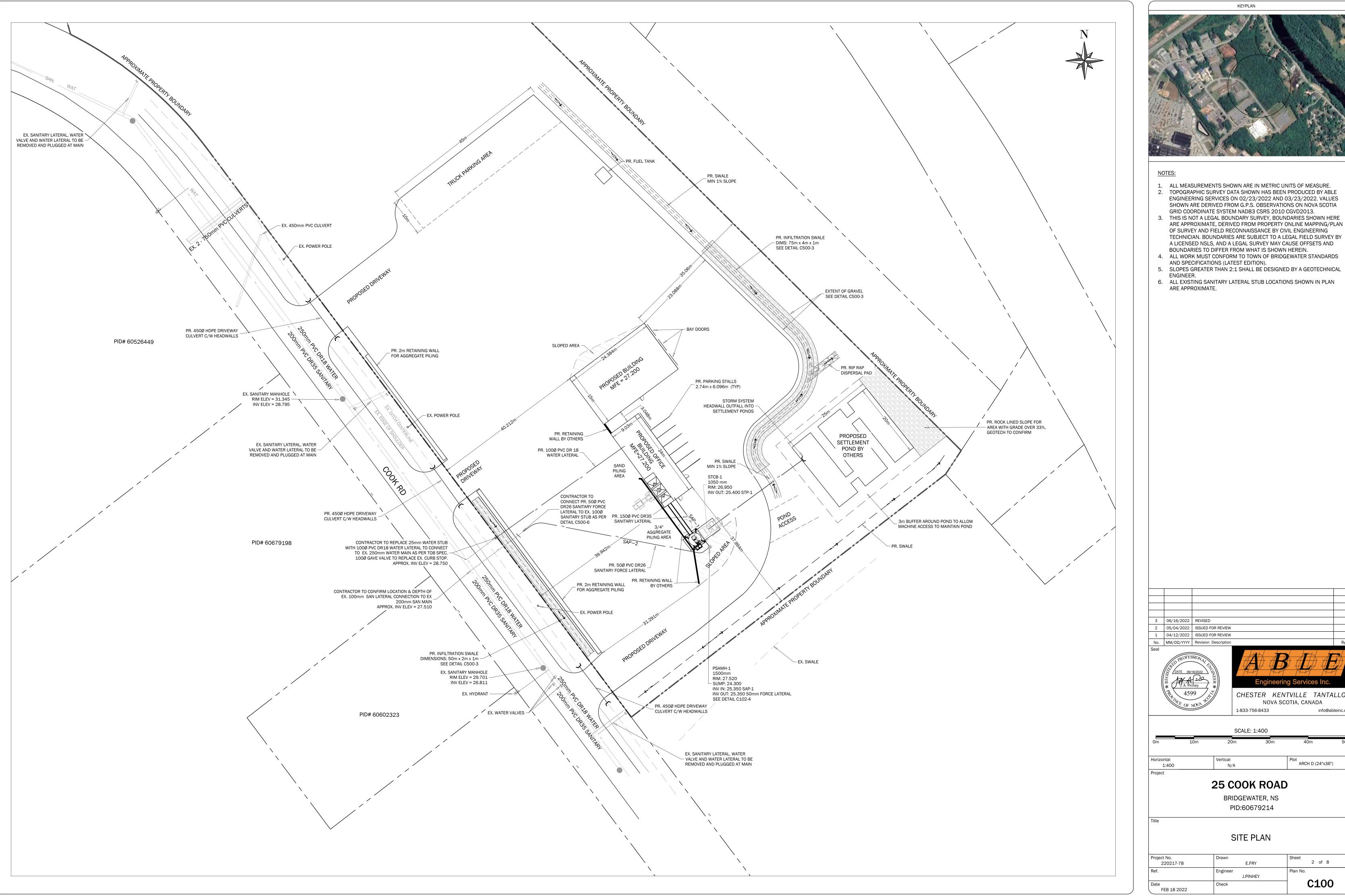
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
Registration District: LUNENBURG COUNTY

Registration Year: 2021

Plan or Document Number: 118027607

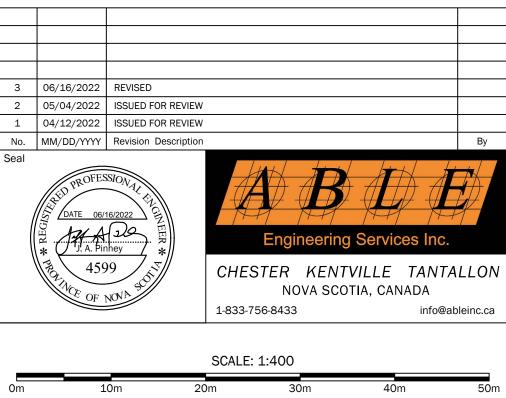
The MGA compliance statement has been applied by SNSMR during the processing of Land Registration

Schedule B



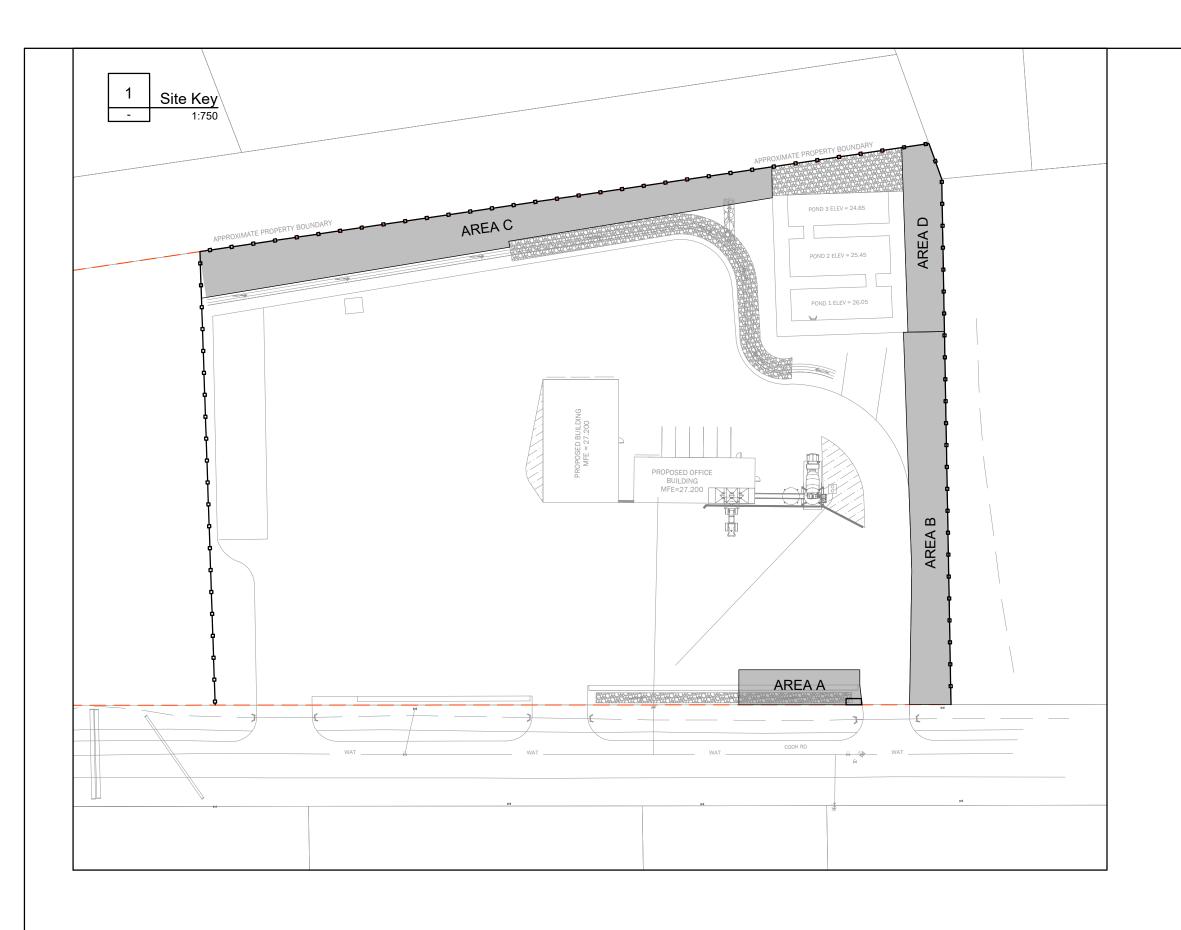


- 2. TOPOGRAPHIC SURVEY DATA SHOWN HAS BEEN PRODUCED BY ABLE ENGINEERING SERVICES ON 02/23/2022 AND 03/23/2022. VALUES SHOWN ARE DERIVED FROM G.P.S. OBSERVATIONS ON NOVA SCOTIA
- OF SURVEY AND FIELD RECONNAISSANCE BY CIVIL ENGINEERING TECHNICIAN. BOUNDARIES ARE SUBJECT TO A LEGAL FIELD SURVEY BY A LICENSED NSLS, AND A LEGAL SURVEY MAY CAUSE OFFSETS AND



ct No.	Drawn	Sheet
220217-78	E.FRY	2 of 8
	Engineer	Plan No.
	J.PINHEY	
EER 18 2022	Check	C100





## <u>LEGEND</u>

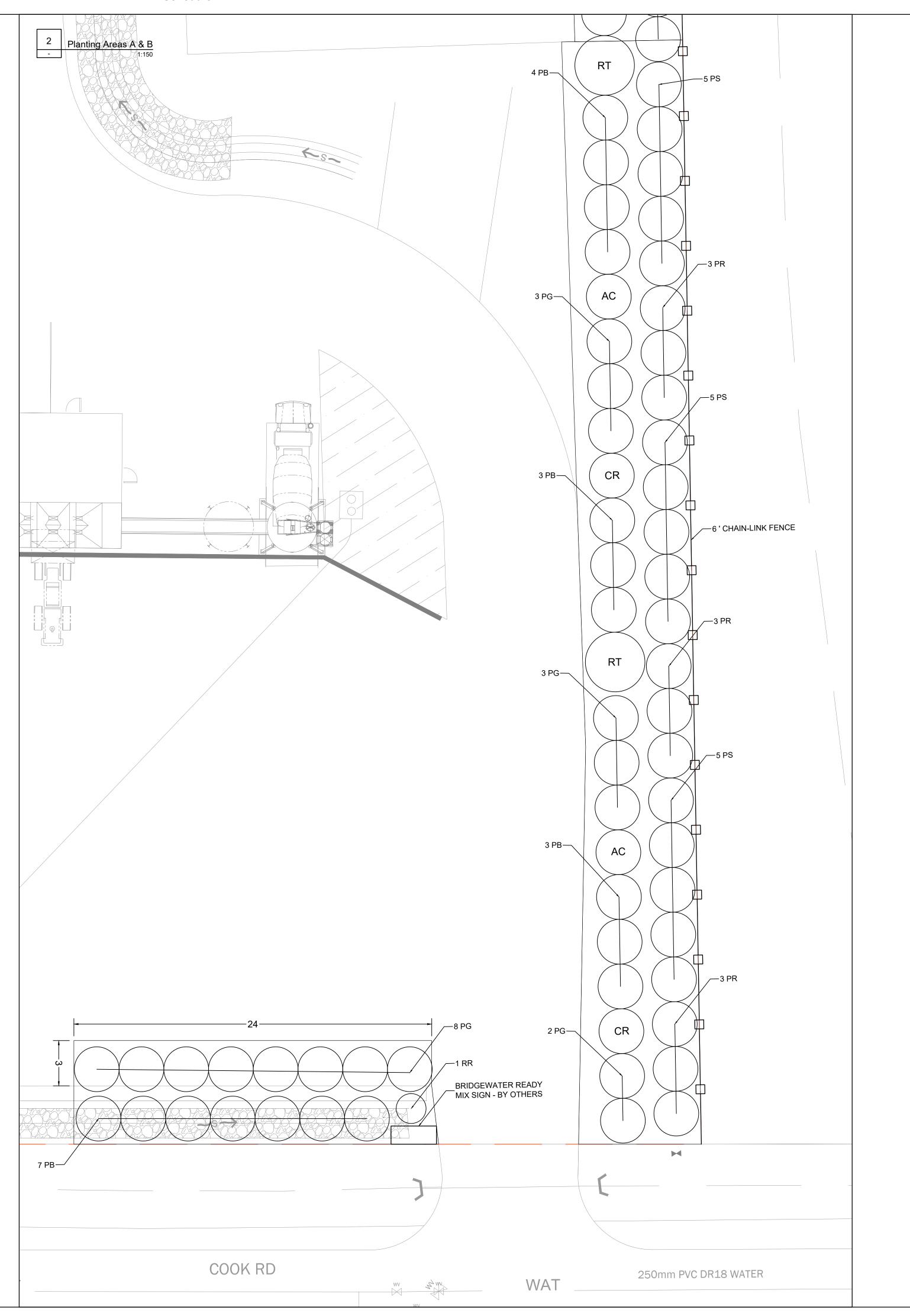
– — — Property Boundaries

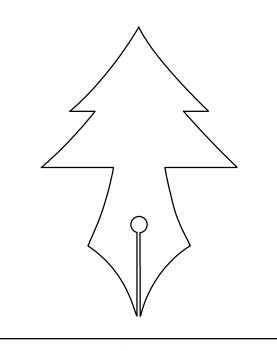
------ Chain-link Fence

### **NOTES**

- 1. Topographical survey information shown on these plans is from plans by ABLE Engineering.
- 2. Refer to Civil Engineering plans.
- 3. All construction procedures are to comply with federal and local regulations and project specifications.
- 4. Ensure work does not create excess air and noise pollution.
- 5. Remove and dispose of materials in accordance with the Nova Scotia Department of Environment.
- 6. Use erosion and sedimentation control measures to prevent soil erosion and discharge of soil-bearing water runoff to adjacent properties, catch basins or any watercourses.
- 7. Protect all vegetation to remain if shown on plans and as directed by consultant.
- 8. Do not scale this drawing for construction.
- 9. All measurements on this drawing are in metric units.
- 10. Locate all underground services before start of construction.
- 11. All planting shall conform to the Canadian Landscape Standard, latest edition.

Key	Qty	Latin Name	Common Name	Min.Size	Pot	Notes
AC	5	Amelanchier canadensis	Canadian Serviceberry	45mm cal	Wire basket	Staked
РВ	26	Pinus banksiana	Jack Pine	2m	Wire basket	Guyed
PG	32	Picea glauca	White Spruce	2m	Wire basket	Guyed
PR	32	Picea rubens	Red Spruce	2m	Wire basket	Guyed
PS	41	Pinus strobus	Eastern White Pine	2m	Wire basket	Guyed
CR	5	Cornus rugosa	Round-Leaved Dogwood	40cm	2g	
SN	10	Sambucus nigra 'Black Lace'	Elderberry	40cm	2g	
RR	11	Rosa rugosa	Rugosa Rose	40cm	2g	
RT	3	Rhus typhina	Staghorn Sumac	100cm	3g	
TC	5	Taxus canadensis	Yew	40cm	3g	
2. I 3. 3 4. I 5. 6	Obtain Notify I Spread Plants Orienta See pla	permission from First Pen Studio for First Pen Studio at least 3 days beford plants evenly across areas shown of are shown on plan are at mature size ate plants so best 'face' will be seen. anting details. sizes in schedule above are minimure.	re start of planting so they can be on plan. e, space accordingly.	e on site to	approve lay	out.





# FIRST PEN STUDIO

LANDSCAPE ARCHITECTURE & DESIGN
1.902.523.1649 . WWW.FIRSTPEN.CA

CLIENT

# BRIDGEWATER READY MIX

ISSUE 1	2022-06-02
REVIEW	
ISSUE 2	2022-06-06
REVIEW	
ISSUE 3	2022-06-07
TENDER	
ISSUE 4	2022-06-14
TENDER	
ISSUE 5	

NOTES

STAMP



NORTH SCALE

AS SHOWN PROJECT NUMBER

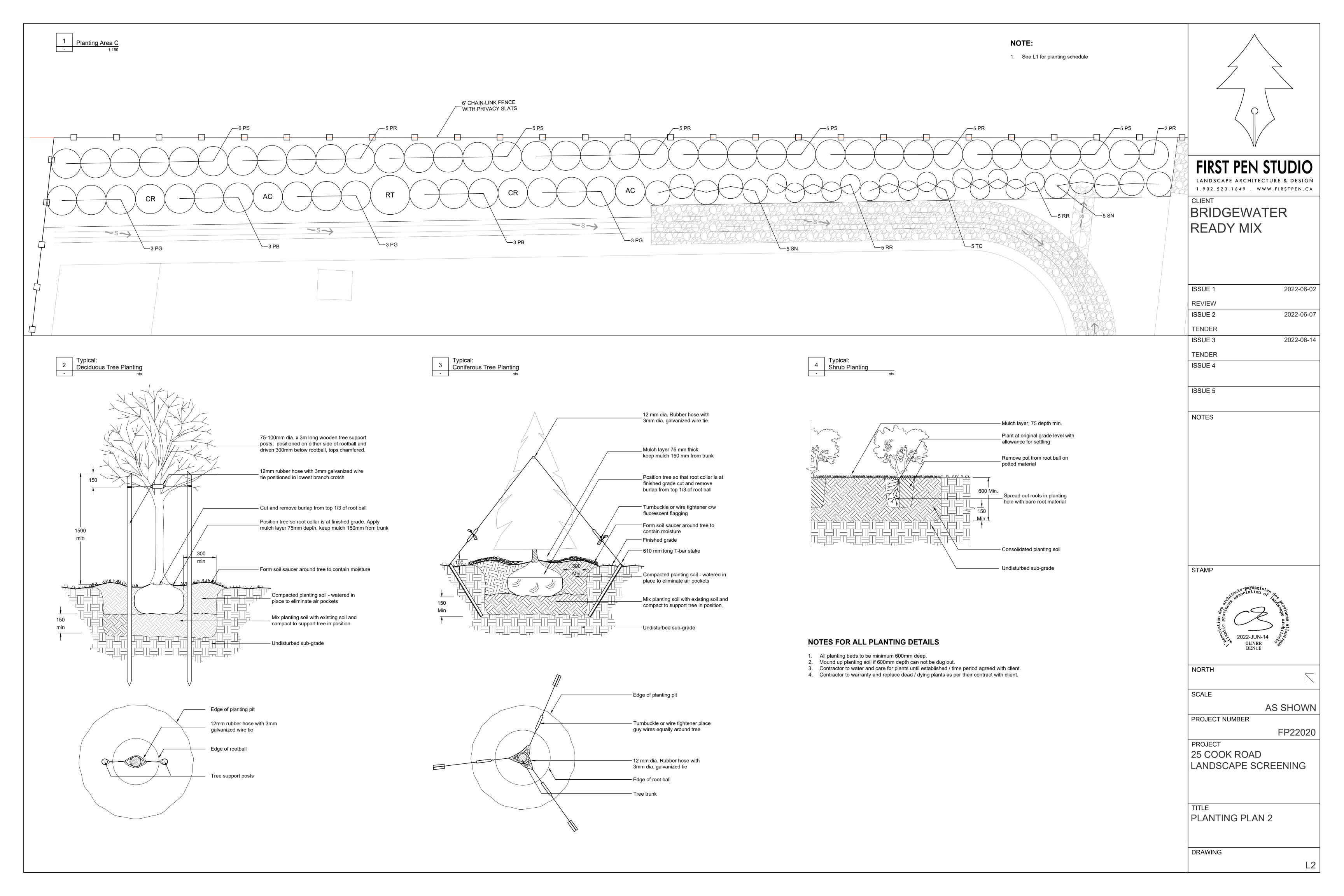
FP22020

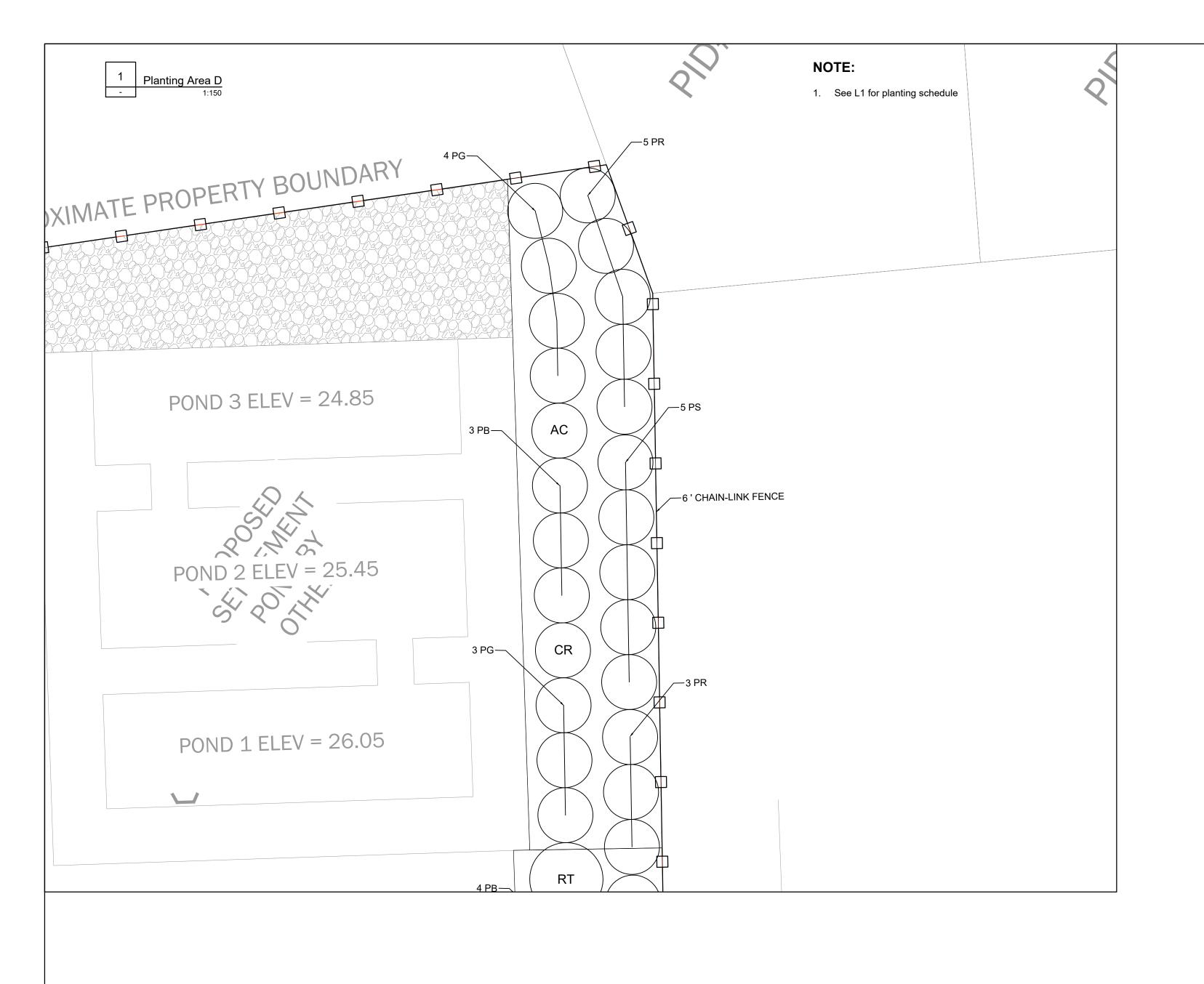
PROJECT
25 COOK ROAD
LANDSCAPE SCREENING

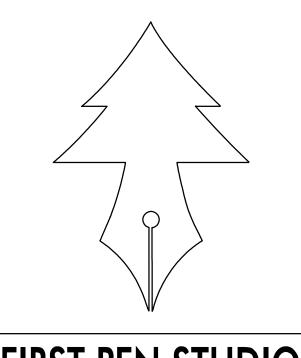
PLANTING PLAN 1

DRAWING

L







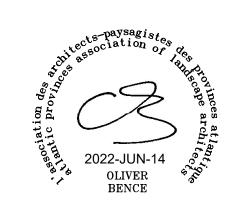
# FIRST PEN STUDIO

LANDSCAPE ARCHITECTURE & DESIGN 1.902.523.1649 . WWW.FIRSTPEN.CA

# BRIDGEWATER READY MIX

ISSUE 1	2022-06-14
TENDER	
ISSUE 2	
ISSUE 3	
ISSUE 4	
ISSUE 5	

STAMP



NORTH	

SCALE

AS SHOWN

PROJECT NUMBER

FP22020

PROJECT

25 COOK ROAD LANDSCAPE SCREENING

PLANTING PLAN 3

DRAWING