

To: **Inverness County Planning Advisory Committee
Inverness County Council**

From: **Planning Staff (EDPC)**

Date: **March 6, 2025**

Reference: **Development Agreement application by Charlamara Holdings Inc. for a museum and restaurant at 759 Chéticamp Island Road, Chéticamp Island (PID 50168384).**

Recommendation:

That Municipal Council approve the Development Agreement in Appendix C, between Charlamara Holdings Inc. and the Municipality, to allow the development of a museum and restaurant at 759 Chéticamp Island Road, Chéticamp Island (PID 50168384).

Background:

District Planning received an application from Conrad Taves Design Consulting on behalf of Charlamara Holdings Inc. for a development agreement for a two-story commercial building at 759 Chéticamp Island Road (PID 50168384). The development will include a museum, retail store (gift shop), restaurant, and multi-use mezzanine. The site location and area subject to the agreement are shown in Appendix A.

Description	
Designation:	Rural Residential
Zoning:	Rural Industrial (RI-1)
PID(s)	50168384
Total Lot Area:	6,340 m ² (68,243.19 ft ²)
Site Visit:	September 26, 2025

The proponent has a second development agreement application concurrently underway to develop a series of rental cottages on nearby lands to the northwest. There are also applications for a test kitchen (i.e. restaurant) in Point Cross and a hotel resort development in Petit Etang.

The property was previously used as a fishing wharf and storage facility. Over the years, the wharf became defunct, and the Harbour Authority ultimately sold the property. The old storage building remains on site but will be demolished to make room for the new museum and restaurant building.

Other developments in the vicinity include the LaPointe Hiking Trail on the south side of Chéticamp Island, the Acadian Communications tower, four single unit dwellings (two of which are owned by the developer), and the Plage St-Pierre Beach Campground.

Analysis:

The property is designated Rural Residential in the Generalized Future Land Use Map of the *Chéticamp Secondary Planning Strategy*. The vast majority of lands under this designation are zoned Rural Residential (RR-1). The intent of this designation is primarily to enable lower-density residential development in unserviced portions of the plan area. Additional zones, including the Rural Industrial (RI-1) zone, are in place for existing industrial and commercial developments within this designation.

Policy 6-6 of the *Chéticamp Municipal Planning Strategy* allows “...new commercial uses as permitted in Policy 6-5 by development agreement...” Policy 6-5 enables a range of commercial uses in the Rural Commercial General (RC-2) Zone, including restaurants, clubs (i.e. private meeting clubs such as a Legion branch), retail stores, building supply outlets, autobody shops, and other similar uses. Museums are not currently permitted in the RC-2 zone. However, Policy 6-5 allows some flexibility allowing “similar types of uses.” A museum is similar to craft and gift shops and would have similar or less invasive land use impacts compared to other uses already permitted in the RC-2 Zone.

Policy 6-7 lays out the evaluation criteria specific to development agreement applications for RC-2 Zone uses. Policy A-5 and A-6 contain additional criteria which pertain to any application for a development agreement. The policy table in Appendix B summarizes these policies and staff comments.

Some of the criteria address whether the proposal is appropriate for the area, with special consideration for any nearby residential uses. The area is rural in nature with sparse residential development. The building is two stories at its maximum height with a monoslope roof. It will be sited along the existing bank which will reduce its visual scale and bulk. The exterior design and elevation drawings are shown in Schedule C of the draft agreement. The development will not generate significant nuisance in terms of noise, odour, dust, or other emissions. The hours of operation are also controlled through the development agreement, between 10:00 a.m. and 11:00 p.m., seven days per week.

The development will be accessed by a gravel driveway to the south of the proposed building, off of Chéticamp Island Road (a provincial road). The Nova Scotia Department of Public Works was asked to comment on the surrounding road network and access to the site. Correspondence dated September 11, 2024 indicated that the Department has no concerns which would preclude approval of this development agreement.

The *Chéticamp Secondary Land Use By-law* sets out minimum parking space requirements based on the floor area and type of use. Staff carried out a calculation based on the floor plan provided

Staff Report

and determined that a minimum of 44 spaces are required. There will be two accessible parking spaces located on site, located near the main building entrance. The remaining spaces will be provided off-site, on PID 50350693 (owned by the Developer, and subject to a concurrent Development Agreement application). The draft development agreement would allow for off-site parking provided that it's located within 500m of the main building entrance and there is a signed lease agreement for the right to use the spaces for the development.

There are no municipal services available on Chéticamp Island. This development will require the installation of a well and an on-site sewage disposal system. Should the development require substantial water draw, the developer will be required to obtain a water withdrawal approval from the Nova Scotia Department of Environment and Climate Change (NSECC). Strait Engineering Limited has selected an Advanced EnviroSeptic system (an approved sewage disposal system). The surface disposal field will be located to the south end of the site. A pumping system will be installed to pump sewage to dual tanks, and will then gravity feed to the disposal field. Where a restaurant is involved, a grease trap must be installed before the pumping station. The agreement requires that an NSECC approval must be submitted prior to the issuance of building and development permits.

The Municipal Finance Department and Chéticamp Volunteer Fire Department were also asked to comment on whether the application is premature or inappropriate. Both Departments indicated no concerns.

Conclusion:

The museum and restaurant proposal has been reviewed for compliance with the applicable policies of the *Chéticamp Secondary Planning Strategy*. The draft development agreement adequately addresses the policy criteria.

Therefore, staff recommend that Municipal Council approve the Development Agreement in Appendix C, between Charlamara Holdings Inc. and the Municipality, to allow the development of a museum and restaurant at 759 Chéticamp Island Road, Chéticamp Island (PID 50168384).

Summary of Appendices

Appendix A: Site location

Appendix B: Policy summary

Appendix C: Development Agreement

APPENDIX A: Site location



APPENDIX B: Policy Summary

<p>Policy 6-6 It shall be the policy of Council to consider the expansion of existing Rural Commercial General (RC-2) uses beyond the areas zoned Rural Commercial General (RC-2) or new commercial uses as permitted in Policy 6-5, by development agreement as provided by the appropriate sections of the Municipal Government Act.</p>	
<p>Policy 6-7 In considering a proposal for a Development Agreement as stated in Policy 6-6, it shall be a policy of Council to have regard to the following:</p>	
a) The potential to adversely affect adjacent residential uses.	Complies
b) The architectural design, including the scale of any building and its exterior finish is compatible with adjacent uses.	Complies See DA Appendix C
c) Total area used for outdoor storage and adequate provisions of artificial or natural screening devices.	Complies See DA s. 3.6.8
d) The impact of the proposed expanded use on traffic volumes and the local road network, as well as traffic volumes and the local road network, as well as traffic circulation, sighting distances and entrance and exit to and from the site.	Complies
e) That adequate buffering and setback distances are maintained from low density residential uses and that landscaping treatments are included to reduce the visual impact.	Complies
f) The expanded or new use is not obnoxious by virtue of noise, odour, dust, vibration, smoke, or other emission.	Complies
g) The expansion of new use shall not affect the hours of operation where the use would interfere with or create undue problems for the residents of the surrounding area.	Complies
h) The proposal meets all the pertinent policies of the Strategy, including Policies A-5 and A-6 as provided for in Chapter 4 of this Strategy	Complies
<p>Policy A-5 As a condition for approval of a request for a Development Permit for a use other than a 5 permitted use as authorized elsewhere in this Strategy it shall be the intention of Council to require the applicant to enter into a Development Agreement with the municipality, specifically setting out conditions under which the development may proceed. A Development Agreement shall not require an amendment to the Land Use By-law but shall be binding upon the property until the agreement or part thereof is discharged by Council. In considering Development Agreements, in addition to all other criteria as set out in various policies of this Strategy. Council shall have regard to the following matters:</p>	
a) That the proposed agreement is in conformance with the intent of this Municipal Planning Strategy and the requirements of all other Municipal By-laws and regulations.	Complies

That the proposal which is subject to the Development Agreement is not premature or inappropriate by reason of:	
i. the financial capability of the municipality to absorb any costs related to the development;	Complies
ii. the adequacy of the physical site conditions for private on-site sewer and water systems;	Complies
iii. the adequacy of the street or road networks, adjacent to and leading to the development; and	Complies
iv. the adequacy of municipal fire protection, service and equipment.	Complies
That controls are placed on the proposed development so as to reduce the conflict with any adjacent or nearby land uses by reason of:	
i. the type of use;	Complies
ii. the height, bulk and lot coverage of any proposed building or structure;	Complies See DA Appendix C
iii. traffic generation;	Complies
iv. access and egress from the site and the distance of these from street intersections;	Complies
v. parking;	Complies See DA s. 3.5
vi. landscaping;	Complies See DA s. 3.6.9
vii. open storage;	Complies See DA s. 3.6.8
viii. signs;	Complies See DA s. 3.6.4 – 3.6.7
ix. the hours of operation;	Complies See DA s. 3.7
x. maintenance of any building(s) and property; and	Complies See DA s. 3.6
xi. any other relevant matters of planning concern.	None identified
d) The suitability of the proposed site in terms of steepness of grades, soil and for geological conditions, and the relative location of watercourses, marshes, swamps, or bogs.	Complies See DA s. 4.2
The terms of the agreement provided, as appropriate, for:	
i. the discharge of the agreement or parts thereof upon the successful fulfillment of its terms;	Complies See DA s. 6.4

This is to certify that the resolution to adopt this development agreement, of which this is a true copy, was passed at a duly called meeting of the Council of the County of Inverness:

_____ day of _____ 2025.

Given under the hand of the Chief Administrative Officer and under the corporate seal of the Municipality this:

_____ day of _____ 2025.

Keith MacDonald,

THIS DEVELOPMENT AGREEMENT made this _____ day of _____ AD 2025, BETWEEN:

CHARLAMARA HOLDINGS INC., a body corporate, with registered office(s) in Village of Carp, Province of Ontario (hereinafter called the "Developer").

OF THE FIRST PART

-and-

MUNICIPALITY OF THE COUNTY OF INVERNESS, a body corporate, in the County of Inverness, Province of Nova Scotia (hereinafter called the "Municipality").

OF THE SECOND PART

WHEREAS the Developer has good title to lands known as PIDS 50168384 located on Chéticamp Island Road, Chéticamp Island, in the Municipality of the County of Inverness, Nova Scotia, and which said lands (hereinafter called the "Property") are more particularly described in Schedule "A" of this Agreement; and

WHEREAS pursuant to Chapter 2, Policy 6-6 of the *Chéticamp Plan Area Secondary Planning Strategy*, the Developer has requested permission to develop a development including a museum, retail store, restaurant, and multi-use space by Development Agreement on the Property;

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged) the request to change the use of the Property is agreed upon by the Developer and the Municipality subject to the following:

PART 1: DEFINITIONS

1.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the *Chéticamp Plan Area Secondary Planning Strategy* as amended from time to time. If a term is not defined in this document, its customary meaning shall apply.

PART 2: GENERAL REQUIREMENTS

2.1 Applicability of Agreement

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

2.2 Applicability of the Land Use By-law

Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the *Chéticamp Plan Area Secondary Land Use By-law*.

2.3 Applicability of Other By-laws, Statutes, and Regulations

Commented [KK1]: Insert final agreement

- 2.3.1 Subject to the provisions of this Agreement, the Developer shall be bound by all By-laws and regulations of the Municipality as well as by any applicable statutes and regulations of the Province of Nova Scotia and the Government of Canada;
- 2.3.2 Further to Subsection 2.3.1, the Developer shall receive any necessary approvals from the Nova Scotia Department of Public Works with respect to access to the site prior to any development or building permits being issued;
- 2.3.3 Further to Subsection 2.3.1, the Developer shall receive any necessary approvals from the Provincial Department of Environment with respect to any potential infilling of wetlands located on the site prior to any development or building permits being issued;
- 2.3.4 Further to Subsection 2.3.1, the Developer shall receive any necessary approvals from the Department of Environment with respect to any on-site sewage disposal systems located on the site prior to any development or building permits being issued.

2.4 Conflict

- 2.4.1 Where the provisions of this Agreement conflict with those of any other applicable Municipal by-law (other than the *Subdivision or Land Use By-law* to the extent varied by this Agreement), or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 2.4.2 Where the written text of this Agreement conflict with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

2.5 Cost, Expenses, Liabilities, and Obligations

- 2.5.1 The Developer shall be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Property.

2.6 Provisions Severable

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.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms to this agreement and the following Schedules attached to this Agreement.

- Schedule A Parcel Description
- Schedule B Site Plan
- Schedule C External appearance

3.2 Future Subdivision of Land

- 3.2.1 Minor boundary adjustments undertaken in accordance with the *County of Inverness Subdivision By-law* and which do not interfere with the intent of this Agreement shall be permitted.

3.2.2 Subdivision other than those in accordance with Section 3.2.1 shall not be permitted without a substantive amendment to this Agreement.

3.3 Requirements Prior to Approval

3.3.1 No development permit shall be granted for the development unless:

- a) The Developer has provided proof that all requirements of Schedule(s) B and C were complied with, except for modifications authorized in this Agreement;
- b) An access approval from the Nova Scotia Department of Public Works is submitted;
- c) Detailed signage and lighting plans as per Section 3.6 are submitted;
- d) Detailed parking plans as per Section 3.5 are submitted;
- e) A copy of any signed lease agreement required as per Section 3.5.2 is submitted;
- f) Detailed landscaping plans as per Section 3.6.9 are submitted;
- g) Erosion and sedimentation control measures as per Section 4.2 were implemented; and

3.3.2 No occupancy permit shall be granted for the development unless:

- a) The Developer has installed an on-site sewage disposal system in line with the requirements of the Nova Scotia Department of Environment.

3.3.3 The Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless Building and Occupancy Permits have been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.4 General Description of Land Use

3.4.1 The use of the Property permitted by this Agreement shall be a museum, retail store, restaurant, and multi-use space.

3.4.2 The architectural design of buildings shall be as shown in Schedule C: External Appearance. Minor changes to the building design that do not result in an increase of more than 10 percent of the cottage's floor area or an increase of more than 10 percent in the buildings' height shall be accepted by the Development Officer.

3.4.3 The location of buildings and driveways shall be governed by Schedule B. Minor alterations to driveways and parking areas shall be accepted by the Development Officer, provided that the number of on-site parking spaces is not reduced.

3.4.3 Accessory uses that do not interfere with the intent of this Development Agreement or any of its Schedules may be permitted on the property, including the recreational rental of bicycles, kayaks, boats, and other similar recreational items shall be permitted on the Property.

3.4.4 Further to 3.4.3, accessory buildings shall be permitted on the property, provided that:

- a) The floor area does not exceed 10% of the lot area;
- b) The building is setback a minimum of 6 meters (20 feet) from a property boundary shared

with a residential use.

- c) The building height is limited to 4.57 metres (15 feet);
- d) The architectural style is compatible with the main building on the property; and
- e) All applicable Accessory Building provisions of the *Chéticamp Land Use By-law* are met.

3.5 Driveways and Parking Area

- 3.5.1 The minimum number of parking spaces provided shall be forty-four (44).
- 3.5.2 The minimum number of parking spaces may be provided on site or at an off-site location provided that:
 - a) The parking spaces are located within 500 metres of the main entrance of the main building; and
 - b) The Developer obtains a signed lease agreement with the property owner where the parking spaces are located, granting the right for the Developer to use the spaces for the Development.
- 3.5.3 The parking area shall be maintained with a stable surface which does not allow the raising of dust or loose particles.

3.6 Commercial Site Lighting, Signage, Outdoor Storage, and Landscaping

- 3.6.1 Lighting, signage, and storage shall adhere to the requirements of the *Chéticamp Plan Area Secondary Land Use By-law*.
- 3.6.2 The Developer shall include lighting details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.
- 3.6.3 Any lighting shall be directed away from adjoining properties such that neighbouring properties will not be affected.
- 3.6.4 The Developer shall provide signage details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.
- 3.6.5 A maximum of two ground signs shall be permitted subject to the following:
 - c) The maximum height from grade level to the highest part of the sign shall be 2 metres (6.5 feet);
 - d) The maximum sign area shall be 2.2 square metres (24 square feet); and
 - e) The sign shall comply with all applicable provisions of the *Chéticamp Secondary Land Use By-law*.
- 3.6.6 Directional signage shall be permitted
- 3.6.7 Sandwich board signs shall be permitted subject to the following:
 - a) The placement of the sign shall not impede vehicular circulation or pedestrian movement on sidewalks and pathways;
 - b) The sign shall only be displayed during operating hours outlined in Section 3.7.1.

3.6.8 Outdoor storage, including solid waste receptacles, shall be setback a minimum of 6 metres (19.7 feet) from any abutting property with existing residential development and shall be screened from view with opaque fencing, vegetation, or a combination of both at a minimum height of 1.5 metres (5 feet).

3.6.9 Landscaping shall be provided in accordance with Schedule B.

3.6 Maintenance

The Developer shall maintain and keep in good repair all portions of the development on the Property, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal, snow and ice control, and the salting of walkways and driveways.

3.7 Hours of Operation

3.7.1 Hours of operation shall be limited to between the hours of 10:00 a.m. and 11:00 p.m, seven days per week.

PART 4: INFRASTRUCTURE AND ENVIRONMENTAL PROTECTION

4.1 Off-Site Disturbance

4.1.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to streets, sidewalks, curbs and gutters, street trees, landscaped areas, and utilities shall be the responsibility of the Developer, and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.2 Erosion and Sedimentation Control

4.2.1 During the commencement of on-site works, the Developer shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

5.1.1 The following items are considered by both parties to be non-substantive and may be amended by the Development Officer:

- a) The granting of an extension to the date of commencement or completion of construction as identified in Section 6.3 of this Agreement;
- b) The architectural design of buildings shown in Schedule C;
- c) Minor alterations to the location of buildings, driveways, landscaping, and parking areas as governed by Schedule B.

5.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Municipal Government Act*.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES, AND DISCHARGE

6.1 Registration

6.1.1 A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office.

6.2 Subsequent Owners

6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Property that is the subject of this Agreement until this Agreement is discharged by the Chief Administrative Officer.

6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

6.3 Commencement of Development

6.3.1 This agreement or portions of it may be discharged at the discretion of the Municipality with or without the concurrence of the property owner if construction has not commenced within two (2) years and/or construction has not been completed within five (5) years or the registration of the agreement.

6.3.2 For the purpose of this section, the Development Officer may consider granting an extension of the commencement or completion of development time period under Section 5.1, if the Development Officer receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4 Completion of Development

This agreement may be discharged at the discretion of the Municipality upon the completion of the project and the satisfactory fulfillment of the terms of the Agreement.

PART 7: COMPLIANCE AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer.

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunction relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- b) The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a break of the Agreement, whereupon all reasonable expenses, whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act; or,
- c) The Municipality may discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Property shall conform with

the provisions of the Land Use By-law.

7.3 Municipal Responsibility

The Municipality does not make any representation to the Developer about the suitability of the Property for the development proposed by this Agreement. The Developer assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

7.4 Warranties by the Developer

The Developer warrants as follows:

- a) The Developer has good title in fee simple to the Property or good beneficial title subject to normal financing encumbrance, or is the sole holder of a Registered Interest in the Property. No other entity has an interest in the Property which would require their signature on this Agreement to validly bind the Property or Developer has obtained the approval of every other entity which has an interest in the Property whose authorization is required for the Developers to sign the Agreement to validly bind the Property.
- b) The Developer has taken all steps necessary to, and it has full authority to, enter the Agreement.

7.5 Onus for Compliance on Developer

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in the Agreement shall not be deemed a waiver of any subsequent breach or default in the conditions or requirement contained in this Agreement.

7.6 Costs

The Developer is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable, and all costs of advertising for and recording any amendments.

7.7 Full Agreement

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

7.8 Interpretation

- 7.8.1 Where context requires, the singular shall include the plural, and the use of words in one gender shall include the masculine, feminine, and neutral genders as circumstances warrant;
- 7.8.2 Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- 7.8.3 References to particular sections of statutes and by-laws shall be deemed to the references to any successor legislation and by-laws even if the content has been amended, unless the context otherwise requires.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this ____ day of ____ 2025.

SIGNED, SEALED and DELIVERED
in the presence of

Witness

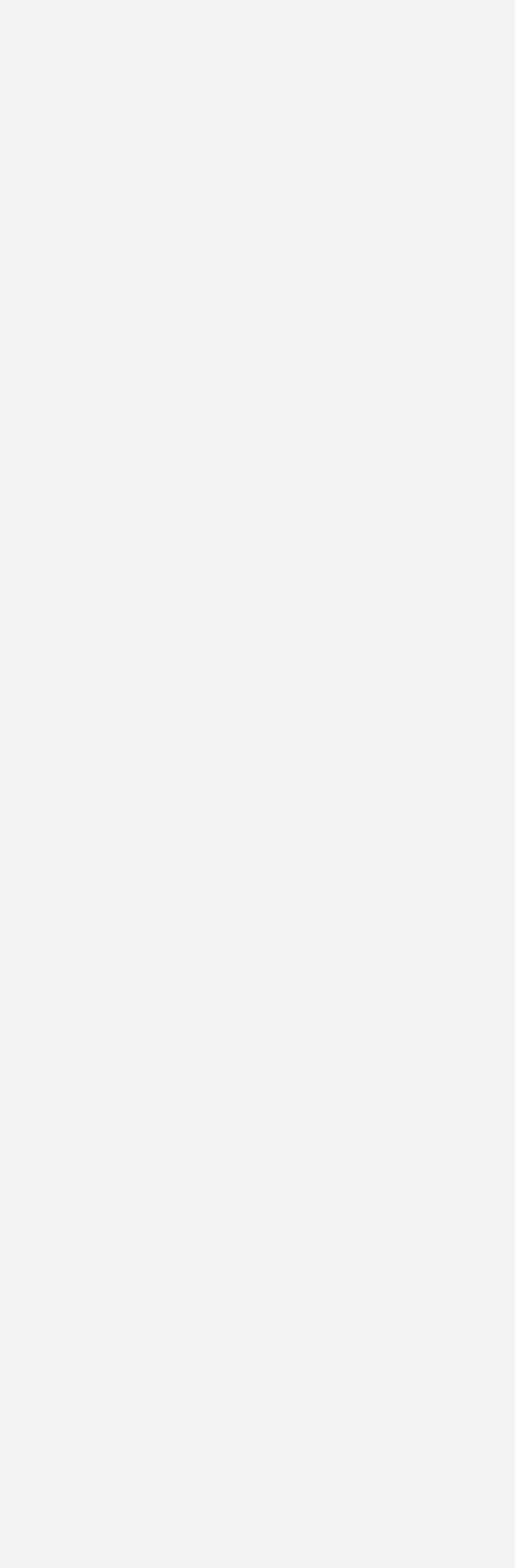
MUNICIPALITY OF THE COUNTY OF INVERNESS

) per:
)
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) _____
) WARDEN
)
)
)
) _____
) CHIEF ADMINISTRATIVE OFFICER

SIGNED, SEALED and DELIVERED
in the presence of

Witness

) DEVELOPER:
)
)
)
)
) _____
) KIRK HOPPNER
) DIRECTOR, CHARLAMARA HOLDINGS INC.



SCHEDULE "A"

Parcel Description

ALL that parcel of land situated at Cheticamp Point (Island), County of Inverness, Province of Nova Scotia, shown as Parcel 4 on Public Works and Government Services Canada Plan S-4436-W, dated March 28, 2001, as signed by D. Jerome MacEachern, Nova Scotia Land Surveyor, and having Nova Scotia Department of Natural Resources Field Plot No. P-033/01, registered August 4, 2004 as Plan No.76022178, at the Land Registration Office Inverness County and said Parcel 4 being more particularly described as follows:

BEGINNING at a survey marker situated on an Eastern boundary of a gravel roadway and at the most Western corner of the hereinafter described Parcel 4, as shown on the above mentioned plan, said survey marker being North 30 degrees 27 minutes 49 seconds East, a distance of 72.170 metres from Nova Scotia Coordinate Monument No. 13825;

THENCE North 27 degrees 10 minutes 00 seconds East, a distance of 19.610 metres to a survey marker;

THENCE following along the arc of a curve to the right having a radius of 48.790 metres for an arc distance of 37.965 metres to a survey marker, said survey marker being North 49 degrees 27 minutes 30 seconds East, a distance of 37.014 metres from the last mentioned survey marker;

THENCE North 71 degrees 45 minutes 00 seconds East, a distance of 9.777 metres to a survey marker;

THENCE South 18 degrees 15 minutes 00 seconds East, a distance of 7.647 metres to a survey marker;

THENCE North 71 degrees 45 minutes 00 seconds East, a distance of 55.000 metres to a survey marker;

THENCE South 49 degrees 18 minutes 33 seconds East, a distance of 41.666 metres to a survey marker;

THENCE continuing South 49 degrees 18 minutes 33 seconds East, a distance of 15.495 metres to a point situated on the Ordinary High Water Mark of the waters of the Gulf of Saint Lawrence;

THENCE following along the said Ordinary High Water Mark and the Ordinary High Water Mark (August 1948) of the waters of the Gulf of Saint Lawrence in generally Southwesterly and Westerly directions to a point situated at the most Northeastern corner of Parcel No. 6, lands of H.M. in right of Canada, as shown on the above mentioned plan, said point being South 69 degrees 04 minutes 53 seconds West, a distance of 80.024 metres from the last mentioned point;

THENCE North 80 degrees 46 minutes 06 seconds West, a distance of 23.000 metres to a point;

THENCE continuing North 80 degrees 46 minutes 06 seconds West, a distance of 14.000 metres to a survey marker;

THENCE continuing North 80 degrees 46 minutes 06 seconds West, a distance of 33.500 metres to the Place of Beginning.

THE above described Parcel 4 contains an area of 6340 square metres.

ALL bearings are grid, referenced to Longitude 61 degrees 30 minutes West, the Central Meridian of MTM Zone 4, ATS77 metric values.

BEING AND INTENDED TO BE a portion of those same lands as referenced in a Notice of Expropriation (Plan), dated September 3, 1902, registered September 20, 1902 as Plan No. 28.

BURDEN: Subject to Nova Scotia Power Easement registered on December 1, 2022 as Doc. No. 121717988.

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

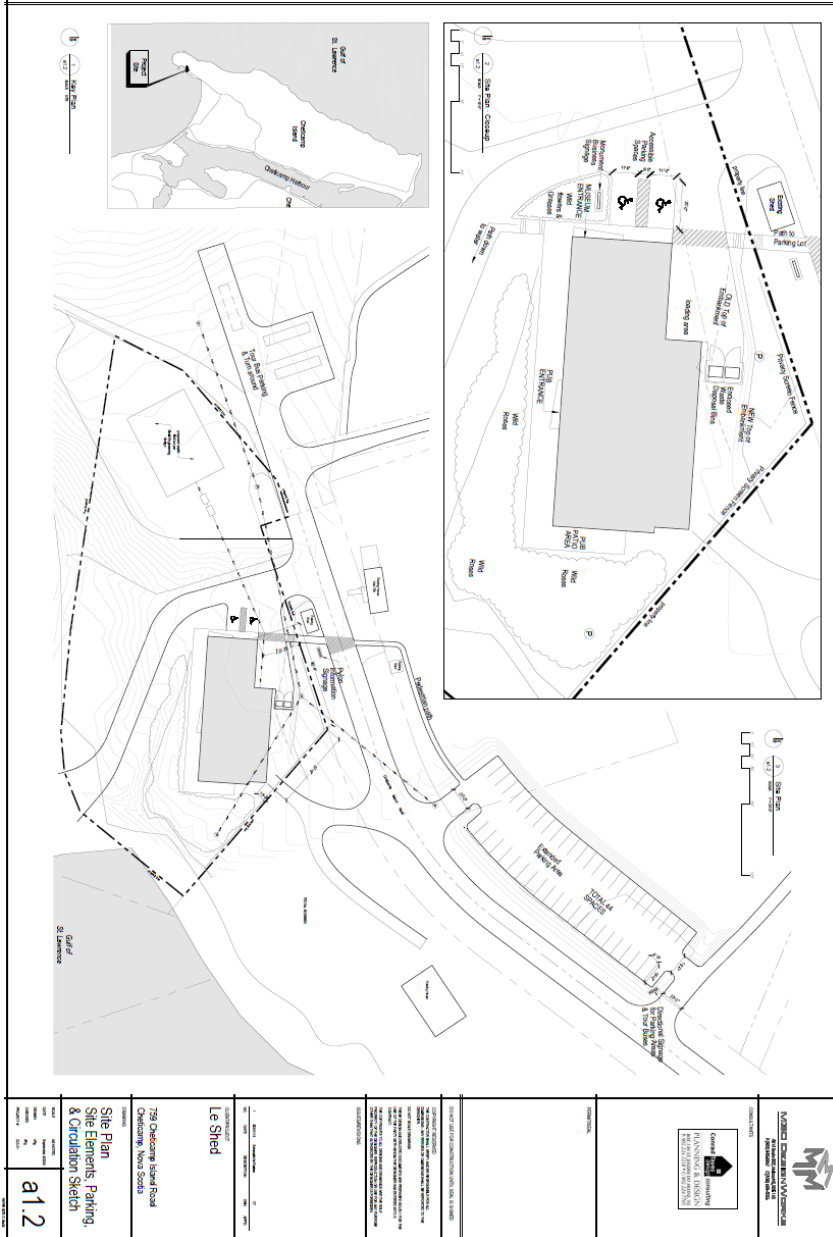
Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(b) resulting from an expropriation.

SCHEDULE "B"



 <p>M.A. MORTENSON CONSTRUCTION ARCHITECTURAL SERVICES 10000 W. 10th Avenue, Suite 100 Denver, CO 80202 (303) 750-1000</p>	
<p>Project: Le Shred Client: M.A. Mortenson Construction Scale: 1/8" = 1'-0"</p>	
<p>Site Plan Site Elements, Parking, & Circulation Sketch</p>	
<p>a1.2</p>	

SCHEDULE "C"

