

PARCEL DESCRIPTION – 05085881

ALL that certain piece or parcel of land described as follows:

BEGINNING on the south east corner of a lot of land now or formerly owned by John Riley and on the east side of Virginia Road, so called, at the point where said line intersects the shore of Upper Grand Lake;

THENCE southerly along the shore of said lake twenty rods and intersecting the line of lands now or formerly occupied by Allbridge Coombs;

THENCE westerly along said Coombs line until it intersects a road known as Meadow Hay Road;

THENCE northerly at right angles to said Allbridge Coombs line until it intersects the line of lands now or formerly of John Riley;

THENCE easterly along said John Rileys line to the PLACE OF BEGINNING.

CONTAINING thirty (30) acres, more or less.

BEING AND INTENDED TO BE the same lands as conveyed by Mary Jane Coombs to Parker Long by Deed dated March 7, 1925 and recorded at the Annapolis County Registry of Deeds Office at Lawrencetown, Nova Scotia on March 17, 1925 in Book 184 at Page 416; the said Parker Long having died testate in the year 1956 and devised the lands herein conveyed under his Will duly probated the 11th day of August 1956 and recorded at the aforesaid Registry of Deeds Office in Will Book 6 at Page 29 to his spouse, Frances Marion Long; the said Frances Marion Long having died testate January 26, 2002 and under the terms of her Will dated October 9, 1983, duly entered into Probate at the Court of Probate at Annapolis Royal, Nova Scotia and subsequently recorded at the said Registry of Deeds Office, the lands herein conveyed were devised to Reginald Long, Gerald Long and Raymond Long.

AND BEING AND INTENDED TO BE the same lands as conveyed by Reginald Long, Gerald Long and Raymond Long to Gerald P. Long by Deed dated April 16, 2002 and recorded at the Registry of Deeds for the County of Annapolis on May 7, 2002 in Book 633 at Page 678 as Document No. 1104.

BURDEN 1

SUBJECT TO the provisions of a flowage rights agreement in favour of Nova Scotia Power Incorporated dated July 15, 1996 and recorded August 27, 1996 in Book 547 at Page 464 as Number 2943 (which agreement is also referenced in a statutory declaration recorded April 27, 2006 as # 84927186) as follows:

The owner hereby quits claim and conveys to NSPI perpetual flowage easement rights over all of their lands located adjacent to or in the vicinity of Grand Lake, in the County of Annapolis, Province of Nova Scotia to flood said lands with water for the purpose of hydro generation.

FURTHER the owner does hereby convey unto NSPI the perpetual right, easement and privilege to regulate and modify the levels and quantity of water during the construction of or the repair of dams or other works associated with the hydroelectric development and the owner understands and acknowledges that NSPI does not guarantee the adequacy or sufficiency of the flow of water or water

level elevation on Grand Lake and shall not be liable for any variation of flow or level causing damage to the land or any property placed or erected hereon for any interruption of water supply.

FURTHER during the period from the 15th day of May and the 15th day of September , each year, on a best effort basis NSPI will bring and maintain the water level elevation at 408 feet above sea level. However, NSPI reserves the right to lower the water between the 15th day of May and the 15th day of September for emergency purposes. (Emergency) means an immediate need for power to maintain system integrity and where flood control is required on the system.

FURTHER NSPI on a best effort basis will attempt to advise two of the signatories to the agreement or their successors or assigns prior to lowering Grand Lake for emergency purposes.

FURTHER any structures and all other property of the owner shall be at the sole risk of the owner and NSPI shall not be liable for and the owners, for themselves, their heirs, successors and assigns, hereby release NSPI from all liability claims and demands for any loss or damage thereto from the flowage of water or fluctuation in the water level elevation from in or out of Grand Lake occasioned as a result of the operation of NSPIs System hydroelectric development or otherwise.

The Flowage Rights Agreement enures to the benefit of and is binding upon the signatories and NSPI, and their respective heirs, successors and assigns.

#### BENEFIT 1

TOGETHER WITH a right of way in common with others at all times and for all purposes from the Virginia Road to the land above described over the road commonly known as the Wallace Wright Road, the location of which is more particularly shown on sketches attached to statutory declarations of Gerald Long (# 85584267) and Ted F. Coombs (# 85584309).

#### BURDEN 2

SUBJECT TO a right of way for the benefit of Ted F. Coombs and others over that portion of the Wallace Wright Road that crosses the above described lands, location of which is more particularly shown on sketches attached to statutory declarations of Gerald Long (# 85584267) and Ted F. Coombs (# 85584309).

Saving and Excepting Lot 07-1 as shown on plan 89038815 registered at the Land Registration Office in Annapolis County.

#### BURDEN 3

Subject to a right of way, ingress and egress, for persons, animals and vehicles, over the lands herein described for the benefit of Lot 07-1 shown in Plan No. 89038815, as set forth in Document No. 89255245.

BEING AND INTENDED TO BE those lands described in Document No. 88907416.

ALSO BEING AND INTENDED TO BE those lands described in Document No. 89985411.