

THIS AGREEMENT made in duplicate this 21st day of July, A.D., 1988.

BETWEEN:

CECILIA BURTON, of Dartmouth, in the County of Halifax,
Province of Nova Scotia,
(hereinafter called The Party of the First Part)

- and -

FRANK R. MARTIN of Porter's Lake, in the County of
Halifax, Province of Nova Scotia and HEATHER COLLEEN LINDSAY,
his wife, of the same place,
(hereinafter called the Party of the Second Part)

WHEREAS Cecilia Burton is the joint owner of Lots 21 and 22 as shown on plans of subdivision of lands of Herber Fosbert at Minesville, in the County of Halifax, Province of Nova Scotia, prepared respectively by A.C. Freckleton on the 28th day of May, A.D., 1955, and approved by the Municipality of the County of Halifax, on the 31st day of October, A.D., 1955, and by H.K. Wedlock, the 10th day of March, A.D., 1973 and approved by the Municipality of the County of Halifax on the 26th day of March, A.D., 1973;

AND WHEREAS Frank P. Martin and Heather Colleen Lindsay the Party of the Second Part, are the owners in fee simple of Lot 20, as shown on a plan of subdivision of lands of Heber Fosberg at Minesville, in the County of Halifax, Province of Nova Scotia, prepared by A.C. Freckleton, which said plan is dated the 28th day of May, A.D., 1955;

AND WHEREAS Lot 20 joins Lot 21;

AND WHEREAS on the above mentioned Lot 21 there is now situate a certain well and certain pipes which the parties intend to be a perpetual water system to serve Lot 20 and Lot 21 and Lot 22 and any dwellings now situate or to be situate thereon;

AND WHEREAS there are, or will be certain pipes to carry said water supply leading across Lot 21 in order to supply water to Lot 20 and Lot 22;

AND WHEREAS the parties hereto being the owners of the hereinbefore Lots intend to pay as set out herein for all expenses entailed in the operation and upkeep of the water supply;

NOW THIS INDENTURE WITNESSETH THAT in consideration of the mutual covenants and agreements contained herein and the sum of One Dollar (\$1.00) paid by the Party of the First Part to the Party of the Second Part, the receipt whereof is hereby acknowledged, the parties hereto for themselves, their heirs, executors, administrators and assigns, covenants, promise and agree:

1. THAT Lots 21 and Lot 22 now owned by Cecilia Burton shall be served with one water outlet from the said well and said outlet shall be used by the residential premises now constructed or being constructed thereon.
2. THAT Lot 20 now owned by Frank R. Martin and Heather Colleen Lindsay, of the second Part, shall be served with one water outlet from the said well and said outlet shall be used to supply water to a residential dwelling which is being constructed or has been constructed on said Lot 20.
3. THAT each property is serviced by separate water pipes, and pumps, and the parties agree that they will be responsible for installing and maintaining their own separate water pipes and pumps.
4. THAT there is an easement in common to the parties hereto over lot 21 to facilitate the installation, repairing, maintenance and upkeep of the said water system.
5. THAT any or all parties may enter on the said Lot in order to repair, install or maintain the said water system and that this easement shall include the right to take trucks on any of the said lands and to bring any equipment on to the said lands in order to carry out the terms of this agreement to repair, install or maintain the well or any part of the said perpetual water system, PROVIDED HOWEVER, that any excavation made by any of the parties hereto, on land not owned by them shall be repaired in a reasonable and workmanlike manner.

THIS agreement is binding upon the parties hereto, their heirs, executors, administrators, and assigns and this agreement and covenants are to run with the land.

IN WITNESS WHEREOF the parties here hereunto executed this agreement on the day and year first above written.

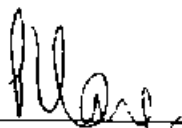
SIGNED, SEALED AND DELIVERED
in the presence of

[Handwritten signature]

) *Cecilia Burton* ●
) CECILIA BURTON
)
) *Frank R. Martin* ●
) FRANK R. MARTIN
)
) *H. Lindsay - Martin* ●
) HEATHER COLLEEN LINDSAY
)
)
)

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this *23rd* day of NOVEMBER, A.D. 1988, before me
the subscriber personally came and appeared GERALD E. BURTON
subscribing witness to the foregoing Agreement who having been by
me duly sworn, made oath and said that Cecilia Burton, Frank R. Martin
and Heather Colleen Lindsay
of the parties thereto, signed, sealed, and delivered the same in his
presence.



A BARRISTER OF THE SUPREME COURT
OF NOVA SCOTIA

PATRICK L. CASEY
A Barrister of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HALIFAX

On this _____ day of _____, A.D. 19____, before me,
the subscriber personally came and appeared
a subscribing witness to the foregoing Warranty Deed, who, having been by
me duly sworn, made oath and said that
one of the Parties thereto, caused the same to be executed by the hands
of _____ its _____ and
_____ its _____ and
at the same time caused its Corporate Seal to be affixed by the hand of
its said _____ in _____ presence.

A BARRISTER OF THE SUPREME COURT
OF NOVA SCOTIA

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 9:50 o'clock *A* M., on
the *2nd* day of *Feb*
A. D. 19 *89* In Book Number *4696*
at Pages *75-78*
Anne A. Stuart - Deputy
Registrar of Deeds for the Registration District
of the County of Halifax.