



P.O. Box 1749
Halifax, Nova Scotia
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Item No.
HRM Grants Committee
December 4, 2017

TO: Chair and Members of the HRM Grants Committee
Original Signed

SUBMITTED BY: _____
Jerry Blackwood, Acting Director of Finance and Asset Management/CFO

DATE: October 20, 2017

SUBJECT: **Less than Market Value Lease: Scott Manor House, 15 Fort Sackville Road**

ORIGIN

This report originates with a request from the Tenant to enter into a new lease agreement with the Halifax Regional Municipality (HRM) for the premises located at 15 Fort Sackville Road, Bedford, as their lease agreement expired on March 28, 2017.

LEGISLATIVE AUTHORITY

HRM Charter Section 63(1), the Municipality may sell or lease property at a price less than market value to a non-profit organization that the Council considers to be carrying on an activity that is beneficial to the Municipality; and (2) A resolution to sell or lease property referred to in subsection (1) at less than market value shall be passed by at least a two thirds majority of the Council present and voting.

RECOMMENDATION

It is recommended that HRM Grants Committee:

1. Recommend that Halifax Regional Council authorize the Mayor and Municipal Clerk to enter into a less than market value lease agreement with Fort Sackville Foundation for the leased premises located at 15 Fort Sackville Road, Bedford as per the key terms and conditions set out in Table 1 in the discussion section of this report.

BACKGROUND

Scott Manor House is located at 15 Fort Sackville Road, Bedford on a 2.15-acre property along the eastern boundary of the land which is bordered by Fort Sackville Road, CNR lines, and Shore Drive, in Bedford, Nova Scotia. Built in 1770, it is the oldest structure in Bedford and the only full two and a half storey Dutch Colonial Style structure with a gambrel-roof in Nova Scotia. Scott Manor House is a registered heritage property with both the Province of Nova Scotia and the Halifax Regional Municipality. The adjacent half acre property known as 31 N John Gorham Lane was the former Fort Sackville military outpost built in 1749 to protect Halifax, however there is only a partial foundation left in its place.

The Fort Sackville Foundation is a non-profit society which was established in 1988. The Society provides free educational tours of Scott Manor House and the Fort Sackville site. The Foundation operates and interprets the site seasonally from July to September, with tours that are offered by costumed guides. During the summer months, they operate a Tea Room and have a meeting room available for rent. The Reading Room and Archives jointly house a collection of Bedford-related monographs, newspaper clippings, research papers and the Bedford Heritage 80 Collection, with over 10,000 images. The Reading Room and Archives are available to the public by appointment during the off-season. In addition to archival research and heritage site tours, the Foundation offers a variety of programming such as Bedford graveyard tours, art exhibits, concerts, an annual book sale and other community-based activities.

DISCUSSION

The original twenty-one (21) year agreement was executed between the Town of Bedford and the Fort Sackville Foundation expired on March 28, 2017. Under the terms and conditions of the lease agreement HRM was responsible for all costs associated with the properties including items such as utilities, maintenance, capital repairs, lawn/grounds maintenance and snow removal. The average annual operating cost for the two properties is approximately \$30,000. HRM recently completed a capital construction project on the Scott Manor House roof at a cost of \$112,575.

In August 2015, the Fort Sackville Foundation requested to extend their lease for a further twenty-five (25) year term; however, staff proposed a ten (10) year term at less than market value as it was determined to be the most optimal term to balance the needs of both HRM and the group.

There are current planning and cultural initiatives underway through the Culture and Heritage Priority Plan (CHPP) and Cultural Spaces Plan which will consider HRM's role in supporting community museums, management of historic artifact collections, and partnerships with community groups delivering the museum experience and social heritage programming. In addition, the CHPP's overarching consideration of HRM's broader cultural priorities and social heritage mandate is expected to provide the vision and strategy for regional and community museums and the municipal collection. Incorporated in the museum strategy, a component of the Cultural Spaces Plan is a broad key museum and heritage stakeholder consultation to which Scott Manor House has been included. The culmination of the results of these plans will factor in HRM's future museum service delivery, therefore a longer-term lease would be premature at this time.

During the winter of 2015, excessive snow and ice load on the Scott Manor House garage (also known as the carriage house), led to a roof collapse. The HRM inspection of the building after the collapse showed that the garage was condemned, therefore required to be torn down and removed from the property. The garage was not listed as an HRM asset and consequently it was not insured. HRM offered to replace it with a garden shed for the continued storage of garden tools and other items commonly stored in a garage/shed. The Fort Sackville Foundation envisioned a larger building. The group organized fundraising and approached their Councillor for assistance to fund a new building. The Fort Sackville Foundation, with HRM permission, obtained the necessary permits for the new building and managed the construction of a new garage. HRM and the Fort Sackville Foundation agreed that upon completion HRM would be the owner of the garage and would add it to its insurance coverage. Therefore, prior to the execution of the

new lease agreement. the Fort Sackville Foundation shall convey all the rights, title or interest in the garage through a Bill of Sale with the consideration value of one dollar (\$1.00).

HRM will continue to be responsible for all operating and capital costs for the properties and the historical house and garage including items such as utilities, maintenance, capital repairs, lawn/grounds maintenance and snow removal and ice control for the parking lot, driveway, walkway, entrances and emergency exits. The Fort Sackville Foundation will continue to be responsible for the interior cleaning and the ongoing litter removal from the grounds.

The two properties leased to the Fort Sackville Foundation are assessed; however, the properties were previously classified as tax exempt due to HRM ownership. Property Valuation Services Corporation (PVSC) did not receive notice of the previous lease from HRM; therefore, the property remained tax exempt and taxes were never charged to the Fort Sackville Foundation. With the execution of a new lease agreement, PVSC will be notified and the properties will be assessed at the commercial tax rate and HRM will forward an invoice to the Fort Sackville Foundation for payment.

The organization will be eligible to apply to the Administrative Order 2014-001-ADM Tax Relief to Non-Profit Organizations once a new lease is executed, however, the Fort Sackville Foundation is not guaranteed exemption or a reduction of the commercial tax rate. Further, the execution of a new lease and application deadline for the Administrative Order 2014-001-ADM Tax Relief to Non-Profit Organizations does not coincide to allow the organization to apply immediately. Although currently the Fort Sackville Foundation is not eligible for the Administrative Order, they have applied to the 2017-2018 tax relief program and a council report outlining the recommendations for the property tax relief will be submitted to Regional Council for review, decision and approval. The Fort Sackville Foundation would be responsible for the entire property tax payment until a decision is made by Regional Council on the group's tax relief application status which may or may not relieve them from all or a portion of the property taxes due.

The proposed Lease terms and conditions recommended by staff are outlined below in Table 1.

Table 1

Recommended Key Lease Terms and Conditions	
Property Addresses	15 Fort Sackville Road, Lot MHS-1, Bedford (PID 40753766) 31 N John Gorham Lane, Parcel FSS, Bedford (PID 40601890)
Landlord	Halifax Regional Municipality
Tenant	Fort Sackville Foundation
Premises	Total land area for both properties is 118,972 square feet PID 40753766 measures 93,614 square feet which includes Scott Manor House, the garage and the surrounding land; and PID 40601890 is the Fort Sackville site which is 25,358 square feet
Term	Ten (10) Years and three (3) days (March 29, 2017 - March 31, 2027), the anniversary date shall be on April 1 of each year of the term and the first anniversary will be on April 1, 2018.
Use	Promote the use of the premises as a local and regional museum and historic attraction, to host community events and community group meetings and such other uses as are supportive to the historic nature of the premises and its place within the community of Bedford
Rent	Nominal \$1.00 per annum
Tenant Responsibility	The Tenant is responsible for the interior cleaning and the ongoing litter removal from the grounds. The Tenant must comply with the Development Agreement between Elsie and John Tolson and the Town of Bedford, dated October 11, 1991.

Property Taxes	The tenant shall be responsible to pay the property taxes to HRM as a result of a taxable assessed value plus the applicable HST. HRM shall issue an invoice to the group.
Insurance	Commercial General Liability in the amount no less than \$2,000,000 and any other insurance required by HRM as set forth in the agreement. If alcohol is served, stored or consumed on site then liquor liability must be included in the insurance and the Commercial General Liability shall be no less than \$5,000,000 and coverage must be satisfactory to HRM. HRM is to be on the policies as additional named insured.
Notice	Either party shall have the option to terminate this agreement upon providing six (6) months written notice to the other party at any time and for any reason.
Garage/Shed	The Fort Sackville Foundation, with HRM permission, has constructed a garage/shed on the property which shall be included as part of the leased premises. Prior to the execution of the lease agreement, the Fort Sackville Foundation shall convey all the rights, title or interest described in the Garage through a signed Bill of Sale for a total sum of one dollar (\$1.00). The garage/shed shall then be insured and owned by HRM and there will be no financial compensation to the Fort Sackville Foundation for such ownership.
Condition	The tenant accepts the premises on an "as is" basis.
HRM	The HRM is responsible to pay the utilities, repairs and other associated costs related to the maintenance and operation of leased premises.
HRM Maintenance Responsibilities	<ul style="list-style-type: none"> • General repairs/maintenance and capital repairs/replacements • Regular garbage removal from the building and the site • Winter maintenance snow and ice control for the driveway, parking lot, walkways, entrances, stairs and emergency exits. • Maintenance and repairs to the driveway and parking lot • Lawn and grounds maintenance • Monthly building inspections

FINANCIAL IMPLICATIONS

The rent for the term of this agreement is a nominal amount of \$1.00 per annum which is less than market value. HRM will remain responsible for all the utilities, repairs and other associated costs related to the maintenance and operation of leased premises as outlined in Table 1; which is estimated at \$30,000 per annum, which represents the equivalent of an 'operating grant' for the property's use. The costs for this facility will continue to be paid through several operating accounts including W200, W212 and W213 which are managed by Municipal Facilities, Maintenance and Operations

The tenant will be responsible to pay the property taxes as they fall due and are invoiced by HRM. Should Regional Council approve the inclusion of the Foundation to Administrative Order 2014-001-ADM Tax Relief to Non-Profit Organizations, the amount offset will represent additional 'operating grant' from HRM.

RISK CONSIDERATION

The property taxes associated with the new lease produces a significant risk for the group given their limited funding and revenue source.

The risks associated with the recommendations in this Report are considered Medium. The risk to the organization can be mitigated by their application to Administrative Order 2014-001-ADM Tax Relief to Non-Profit Organizations.

COMMUNITY ENGAGEMENT

Community engagement was not completed as the Fort Sackville Foundation has continually occupied the leased premises since 1996. Fort Sackville Foundation is a community based organization, comprised of members of the community.

ENVIRONMENTAL IMPLICATIONS

There are no known environmental implications.

ALTERNATIVES

1. The HRM Grants Committee could recommend that Regional Council lease the property at market value to the Fort Sackville Foundation.
2. The HRM Grants Committee could recommend that Regional Council lease the property to the Fort Sackville Foundation for a longer term.

ATTACHMENTS

1. Development Agreement to develop the Tolson Estates, dated October 11, 1991
2. Property Location Map

A copy of this report can be obtained online at <http://www.halifax.ca/commcoun/index.php> then choose the appropriate Community Council and meeting date, or by contacting the Office of the Municipal Clerk at 902.490.4210, or Fax 902.490.4208.

Report Prepared by: Michael Ryan, Manager Community Partnerships, Program Support Services, Parks & Recreation, 902.490.1585

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Development Agreement
To Develop Tolson Estates
(3-8 Unit Apt.Bldg/31 Small lot S.F.D./2 Existing SFD)

1

Tolson Estates

91-03

THIS AGREEMENT MADE THIS 11 DAY OF OCTOBER, 1991

BETWEEN: **ELSIE TOLSON and JOHN TOLSON**

(hereinafter referred to as the "Developer")

- and -

THE TOWN OF BEDFORD, an incorporated Town, of the
County of Halifax, Province of Nova Scotia.

(hereinafter referred to as "the Town")

WHEREAS, the Developer has requested that the Town enter into a Development Agreement, with the Developer, pursuant to Sections 55 and 73 of The Planning Act of Nova Scotia, so that the Developer may use the property in a manner which is not presently provided for under the Land Use By-Law of the Town;

THEREFORE, in consideration of the benefits which flow to both parties as a result of the covenants contained herein, the parties hereto agree:

1. The development project (hereinafter referred to as "the Development") includes all components meeting the definition of "development" in the Planning Act, however the structures are briefly described as follows:
 - Construction of Three 8-Unit Apartment Buildings (24 units);
 - Development and Construction of 31 small lot single family dwellings;
 - Provision for two existing single family dwellings

2. The Developer shall construct the Development in conformance with site plans, conceptual plans, supporting technical documents and renderings of the overall development proposal, as submitted to the Council of the Town and as presented to the public at a public hearing held on the 21 day of May 1991, and subsequently filed with the Planning and Development Control Department of the Town, which documents and plans are attached hereto as Schedule "B" and are hereinafter referred to as "the Plans".
3. (1) The Developer shall not develop or use the lands for purposes other than those described in this Agreement.
(2) The proposed use of the land which is allowed by this development agreement is the following:
 - Development of 24 apartment units and 31 new single family homes on a 8.82 acre site known as the Tolson Estates.
 - Use of 2 existing dwellings as single family units

And, for further clarification, does not include the following:

- Uses other than those permitted within areas designated and zoned for residential land uses.
4. The decision of the Development Officer of the Town as to whether the Development is in conformance with the terms of this Agreement, or with the Plans, shall be conclusive.
 5. (1) Any substantial amendment to either this Agreement or the Plans, shall be subject to the procedures provided for in Section 73 of the Planning Act.
(2) Amendments which are not substantial are any amendments other than those affecting the following:
 - Alterations to the siting of buildings by more than 15 feet of that shown in Schedule "B".
 6. Any amendment whether substantial or otherwise must be approved by both parties in writing.

7. (1) The detailed plans, including but not limited to construction plans, landscaping plans, engineering plans and any location certificates, shall conform with the Plans.
- (2) The decision of the Development Officer of the Town as to whether the detailed plans are in conformance with the Plans, and with the terms of this Agreement, shall be conclusive.
8. Construction on the site shall comply with all Federal and Provincial laws and all Town By-Laws, regulations and policies in effect in the Town, provided however, that construction on the site shall be exempted from the provisions of the Town's Land Use By-Law only as particularly provided for in this Agreement, and any amendment therefore agreed in writing by the parties, and not otherwise.
9. All specific components of the Development, which could include but are not limited to access, parking, landscaping, screening and buffering, lighting and any other components listed in Schedule "C", shall conform to any requirements as described in Schedule "C" which is attached to this Agreement.
10. Any roads or walkway shall be constructed:
 - (a) in conformance with any specific requirements as shown on the Plans;
11. The Developer shall submit detailed engineering plans of the Development in all cases. When requested to do so by the Development Officer, those plans shall also include the following:
 - (a) The nature and extent of any tree clearing, landfilling or land excavating to be undertaken prior to or during construction of the Development;
 - (b) The manner in which the drainage of storm water is to be altered from it's existing flow pattern, and how it is to be managed or controlled;
 - (c) The nature of specific controls to prevent the discharge of soil or other sediments or effluent into any neighbouring watercourse during construction.

12. Any engineering plans required pursuant to clause 10 shall be subject to the approval of the Development Officer of the Town, acting on the advice of the Town's Director of Engineering and Works, and shall require approval, in writing, from the Development Officer of the Town before a Development Permit is issued.
13.
 - (1) The Developer shall maintain the Development and any portion thereof, (including preventative maintenance and repair) to the same standards that the Development and any portion thereof was constructed;
 - (2) The Developer shall maintain in all respects, including keeping in good repair and keeping free of snow, any roads or walkways required to be constructed and not owned by the Town.
14.
 - (1) All offsite Development costs directly related to the Development shall be the responsibility of the Developer; without limiting the generality of the foregoing, these costs include the costs of road construction or reconstruction to the present standards of Stone Terrace and chip sealed portion of Fort Sackville Road and walkway construction as well as connecting to the trunk services such as water, sanitary and storm water systems;
 - (2) Whether a particular offsite development cost is directly related to the Development shall be the decision of the Development Officer, and his decision shall be conclusive.
15.
 - (1) In consideration of the sum of Ten Dollars (\$10.00) from the Town, the receipt and sufficiency of which is hereby acknowledged by the Developer, the Developer acknowledges and accepts its obligations under clause 14 of this Agreement notwithstanding any provisions of the Planning Act;
 - 2) The Developer confirms and agrees that the execution of this Development Agreement by the Town is not contingent upon the Developer agreeing to the provisions of clause 14 of this Agreement.
16.
 - (1) The entering into of this Agreement was approved in principle by the Council of the Town at a duly held meeting of Council convened on the 28 day of May, 1991;
 - (2) This Agreement shall not be entered into, or signed by both parties, until either the time of Appeal under section 78 of the Planning Act has elapsed or any appeals which have been lodged have been disposed of and the resolution of Council has been affirmed by the Nova Scotia Municipal Board;

- (3) Neither a development permit nor building permit shall be issued until this Agreement has been entered into by both parties.
17. This Agreement may be reviewed within five (5) years from the date of execution and at that time, the Town may:
 - (a) leave this Agreement as is;
 - (b) attempt to negotiate a new agreement;
 - (c) discharge this Agreement on the condition that the Developer's rights hereunder are preserved by accommodating this use in the Municipal Planning Strategy and Land Use By-Law of the Town.
 18. If construction of the Development is not completed, in the opinion of the Development Officer, within five (5) years, the Town may:
 - (a) extend this Agreement;
 - (b) negotiate a new Agreement;
 - (c) discharge this Agreement.
 19. If, in the opinion of the Development Officer, construction of the Development has not commenced within twelve (12) months of the approval of Town Council of this Agreement, this Agreement shall be null and void.
 20. The Developer agrees to pay for all legal costs and expenses incurred by the Town in the preparation of and registration of this Development Agreement.
 21. It is agreed that the provisions of this Development Agreement are severable from one another and that the invalidity of one provision shall not prejudice the validity or enforcement of any other provision.
 22. Schedules A,B, and C, attached to this Agreement shall form part of this Agreement.
 23. The Developer shall at all times indemnify and save harmless the Town from and against all claims demands,loss, costs,damages,actions,suits or other proceedings by whomever made,sustained, brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to anything done or omitted by the Developer or his servants or his agents or employees in the fulfillment of any of its obligations under this agreement.
 24. The following special provisions shall also apply to the Development as outlined in Schedule "C".

25. The Developer shall convey to the Town, within sixty days of having been requested to do so in writing by the Development Officer of the Town, a good and marketable title to any road, walkway, parkland, recreational land or easement, as indicated in the Plans or as indicated elsewhere in this Agreement.
26. This Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land which is the subject of this Agreement.
27. This Agreement may be assigned by the developer subject to the consent, in writing, of the Town which consent shall not unreasonably be withheld.

DATED at Bedford, Nova Scotia, the day and year first above written.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

SIGNED, SEALED AND DELIVERED

[Redacted signature]

TOWN OF BEDFORD

[Redacted signature]

[Redacted signature]

SCHEDULE "A"

ALL THOSE parcels of land situate on the northwesterly side of Fort Sackville Road and on the northeasterly side of Shore Drive, in the Town of Bedford, Province of Nova Scotia, as shown on a "Plan of Survey of Lands of John Richard Tolson, Lands of John Richard Tolson and Judith M. Tolson, Lands of Elsie M. Tolson, Lands of John Gardin, and Lands of the Estate of Gerald V Humphrey", prepared by Wallace Macdonald & Lively, Ltd., signed by A.E. Wallace, N.S.L.S., and dated August 18, 1986, said parcels containing an area of 7.915 acres, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 22261 to Nova Scotia Coordinate Monument 4 has a grid bearing of North $62^{\circ}03'40''$ East, and relating all bearings herein thereto;

COMMENCING at a survey marker placed on the northerly limit of Fort Sackville Road at the southeast corner of Lands of Kathleen Mary Norman, as shown on said plan;

THENCE North $22^{\circ}10'03''$ East along the southeasterly limit of said Norman Lands a distance of 99.59 feet to an iron tube found at an angle therein;

THENCE North $09^{\circ}09'10''$ West along the easterly limit of said Norman Lands a distance of 111.05 feet to the most northerly corner thereof;

THENCE South $52^{\circ}19'27''$ West along the northwesterly limit of said Norman Lands a distance of 106.06 feet to an iron tube found at an angle therein;

THENCE South $47^{\circ}47'32''$ West continuing along the northwesterly limit of said Norman Lands a distance of 90.52 feet to a survey marker placed on the northeasterly limit of Shore Drive aforesaid;

THENCE North $29^{\circ}56'31''$ West along the northeasterly limit of Shore Drive a distance of 262.05 feet to a survey marker found on the southeasterly limit of Canadian Government Railway Lands, as shown on said plan;

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THENCE North 43°34'46" East along the southeasterly limit of said Railway Lands a distance of 148.42 feet to a survey marker found at an angle therein;

THENCE North 43°34'14" East continuing along the southeasterly limit of said Railway Lands a distance of 50.01 feet to a steel rail found at an angle therein, said point being the beginning of a curve having a radius of 2529.84 feet, as shown on said plan;

THENCE along said curve to the right an arc distance of 409.73 feet, chord equivalent being 409.29 feet, measured on a course North 62°44'44" East to a survey marker placed at the end of said curve;

THENCE North 71°49'56" East continuing along the southeasterly limit of said Railway Lands a distance of 161.94 feet to a survey marker placed at an angle therein;

THENCE North 75°38'00" East continuing along the southeasterly limit of said Railway Lands a distance of 114.21 feet to a survey marker found at an angle therein;

THENCE North 76°53'25" East continuing along the southeasterly limit of said Railway Lands a distance of 186.25 feet to a survey marker placed at an angle therein;

THENCE North 74°44'51" East continuing along the southeasterly limit of said Railway Lands a distance of 77.79 feet to a survey marker placed at the most westerly corner of Lands of Santino Braca and Decemina Braca, as shown on said plan;

THENCE South 22°03'43" East along the southwesterly limit of said Braca Lands a distance of 118.24 feet to a survey marker found on the northwesterly limit of Fort Sackville Road aforesaid;

THENCE South 65°19'19" West along the northwesterly limit of Fort Sackville Road a distance of 47.11 feet to a survey marker found at an angle therein;

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THENCE South 56°07'45" West continuing along the northwesterly limit of Fort Sackville Road a distance of 200.97 feet to a survey marker found at an angle therein;

THENCE South 50°10'26" West continuing along the northwesterly limit of Fort Sackville Road a distance of 209.63 feet to a survey marker found at an angle therein;

THENCE South 33°49'41" West continuing along the northwesterly limit of Fort Sackville Road a distance of 342.00 feet to a survey marker found at the beginning of a curve having a radius of 225.00 feet, as shown on said plan;

THENCE along said curve to the right an arc distance of 174.08 feet, chord equivalent being 169.77 feet, measured on a course South 55°59'35" West to a survey marker found at the end of said curve;

THENCE South 78°09'28" West along the northerly limit of Fort Sackville Road a distance of 104.55 feet to the point of commencement.

AND ALSO ALL THAT parcel of land, being a portion of Parcel "F" Fort Sackville Road, as shown on a "Plan of Survey of Parcel "F", being a portion of Fort Sackville Road", in the Town of Bedford, Province of Nova Scotia, said plan prepared by Wallace Macdonald & Lively, Ltd., signed by A.E. Wallace, N.S.L.S., and dated February 25, 1985, said parcel of land containing an area of 11,000 square feet, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 101 to Nova Scotia Coordinate Monument 91 has a grid bearing of North 71°51'03" West, and relating all bearings herein thereto;

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COMMENCING at the intersection of the northeasterly limit of Camden Street with the southeasterly limit of Fort Sackville Road, as shown on said plan;

THENCE North $56^{\circ}07'45''$ East along the northwesterly limit of Lot 58, Lands now or formerly of John Tolson, a distance of 120.75 feet to a survey marker found at the most westerly corner of Lot 55-A, as shown on said plan;

THENCE North $65^{\circ}19'19''$ East along the northwesterly limit of said Lot 59-A a distance of 39.54 feet to a point;

THENCE North $22^{\circ}03'43''$ West a distance of 60.06 feet to the most easterly corner of Lands of John Tolson, as shown on said plan;

THENCE South $65^{\circ}19'19''$ West along the southeasterly limit of said Tolson Lands a distance of 47.11 feet to a survey marker placed at an angle therein;

THENCE South $56^{\circ}07'45''$ West continuing along the southeasterly limit of Lands of John Tolson, and along the southeasterly limit of Lands of Elsie Margaret Tolson, a distance in all of 149 feet, more or less, to its intersection with the northwesterly prolongation of the northeasterly limit of Camden Street;

THENCE South $45^{\circ}34'40''$ East along said prolongation a distance of 61 feet, more or less, to the point of commencement.

AND ALSO ALL THAT parcel of land situate on the southeasterly side of Fort Sackville Road and on the northeasterly side of Camden Street, in the Town of Bedford, Province of Nova Scotia, designated as Lot 58B-2 on a "Plan of Survey of Lot 58B-1 and Lot 58B-2; being a Subdivision of Lot 58B, Lands of John R. Tolson Sales Agency Limited and Ralph King", prepared by Wallace Macdonald & Lively, Ltd., signed by James C. Banks, N.S.L.S., dated October 30, 1989, and approved by the Town of Bedford November 15, 1989, said Lot 58B-2 having an area of 9660 square feet, more or less, and being more particularly described as follows:

PREMISING that the line joining Nova Scotia Coordinate Monument 101 to Nova Scotia Coordinate Monument 91 has a grid bearing of North $71^{\circ}51'03''$ West, and relating all bearings herein thereto;

COMMENCING at a rock post found on the southeasterly limit of Fort Sackville Road where it is intersected by the northeasterly limit of Camden Street, as shown on said plan;

THENCE North $56^{\circ}05'24''$ East along the southeasterly limit of Fort Sackville Road a distance of 131.77 feet to a survey marker found at the most westerly corner of Lot 59-A, Lands now or formerly of Alan Horabin and Christina Horabin, as shown on said plan;

THENCE South $30^{\circ}35'52''$ East along the southwesterly limit of said Lot 59-A a distance of 78.95 feet to a survey marker placed at the most northerly corner of Lot 58B-1, as shown on said plan;

THENCE South $55^{\circ}11'54''$ West along the northwesterly limit of said Lot 58B-1 a distance of 110.59 feet to a survey marker placed on the northeasterly limit of Camden Street aforesaid;

THENCE North $45^{\circ}34'40''$ West along the northeasterly limit of Camden Street a distance of 82.24 feet to the point of commencement.

SCHEDULE "B"

Site Plans, Conceptual Plans, Technical Documents and Renderings are filed in the office of the Planning and Development Control Department.

SCHEDULE "C"

(a) ACCESS REQUIREMENTS

The Developer shall use its best efforts to negotiate a lease with C.N. and subsequent to the execution of said lease shall construct a public pathway from Shore Drive to the public parkland.

Provision of a public pathway between public parkland and Fort Sackville Road over the lot containing the Manor House.

The internal road system shall be constructed and maintained by the developer to the following standard:

- a low crown profile with swale ditching and a travelway surface of chip sealing.

(b) PARKING REQUIREMENTS

A minimum of 1.5 parking spaces for each apartment unit.

(c) LANDSCAPING REQUIREMENTS

Provision of a site disturbance plan showing areas where existing vegetation is to be maintained. Site disturbance shall be approved by Town Council prior to issuance of Development Permits. The site Disturbance Plan shall indicate areas which are to be protected from disturbance during installation of services and construction of dwellings.

(d) SCREENING AND BUFFERING REQUIREMENTS

Erection of two dry stone wall between driveway and parking lot on the southwest and northeast sides of public parkland.

(e) SITE DISTURBANCE

Nothing outside the stone wall along Fort Sackville Rd. is to be touched except for driveways as shown on scheme 10.1.

Nothing inside the Fort Sackville site is to be disturbed.

Nothing inside the Manor House lot is to be disturbed except for the areas shown for driveways and parking.

Nothing west of the tree line trunks between the 8 unit building behind the Manor House is to be disturbed.

Foundation footprints are not to exceed 25% lot coverage. The site disturbance line shall extend 8 feet beyond the foundation walls.

No trees with base calibre of 4" or more shall be removed from areas outside the site disturbance boundaries.

Prior to any site excavation and building permit application, the footing footprint of each individual proposed structure shall be laid out in the field for review and assessment by the Development Officer with the benefit of a set of foundation plans. The purpose of such review is to provide a plan and declaration of site excavation procedures to be reviewed in the context of the Town's wish to ensure that:

- The foundations be raised to slab on grade where the protection of shallow root structures of adjacent mature trees, appears necessary.
- The foundation area be raised to crawl space heights where similar conditions of less severity necessitate reducing the depth of the foundations.

(f) RECREATIONAL LAND REQUIREMENTS

Within 60 days of the execution of this Development Agreement a deed to the public parkland, including easements for the driveway and pedestrian pathway access to this parkland, is to be provided to the Town.

(g) PHASING

No more than 40 units shall be constructed prior to the Engineering Department confirming that there is sufficient capacity in the Sewage Treatment Plant for additional development.

(h) SECURITY

Security is to be provided to the Town to guarantee that all reasonable efforts will be made to respect the site disturbance, plan boundaries which delineate where existing vegetation is to be maintained. Should the developer fail to protect this existing vegetation, the Town may use a portion or all of this security to replant vegetation of an equal value. A \$5,000 security shall be provided for each single unit dwelling and \$25,000 security shall be provided for each multiple unit building.

Security is to be provided to ensure construction of the public pathway between Fort Sackville Road and Shore Drive and the parkland as shown in Schedule "B" subject to (a) above.

(i) ARCHITECTURE

Housing styles are to follow the indicative drawings as per Schedule "B" and wherever possible to provide a sympathy with the character of the Manor House.

AFFIDAVIT OF EXECUTION

PROVINCE OF NOVA SCOTIA, COUNTY OF HALIFAX

ON this 11 day of Oct, 1994 before me the subscriber, personally came and appeared [REDACTED] a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that [REDACTED] one of the parties hereto cause the same to be executed in its name and on its behalf and its corporate seal to be thereunder affixed in his/her presence.

[REDACTED]

[REDACTED]

[REDACTED]

ATTACHMENT '2' Site Plan

Properties Site Plan of Properties (including Buildings & Land)

15 Fort Sackville Road (PID 40753766) – outlined in red
and 31 N John Gorham (PID 40601890) – outlined in green

