

Municipality of the District of Lunenburg

Minutes of a Meeting of Municipal Council

Held in Council Chamber, 10 Allée Champlain Drive, Cookville, NS

Tuesday, March 9, 2020 – 9:00 a.m.

Attendance

Mayor Carolyn Bolivar-Getson

Deputy Mayor Martin Bell, District 2

Councillor Leitha Haysom, District 1

Councillor Wendy Oickle, District 3

Councillor Pam Hubley, District 4

Councillor Cathy Moore, District 5

Councillor Sandra Statton, District 6

Councillor Michelle Greek, District 7

Councillor Kacy DeLong, District 8

Councillor Reid Whynot, District 9

Councillor Chasidy Veinotte, District 10

Staff

Tom MacEwan, Chief Administrative Officer

Alex Dumaresq, Deputy CAO

Dave Waters, Director of Business Development, Tourism & Infrastructure (via Teams)

Elana Wentzell, Director of Finance (via Teams)

Angela Veinot, Accounting Manager (via Teams)

Bill Schurman, Director of Recreation Services (via Teams)

Jeff Merrill, Director of Planning & Development Services (via Teams)

Byung Jun Kang, Planner (via Teams)

Norma Schieffer, Development Officer (via Teams)

Darren Shupe, Senior Planner (via Teams)

Sherry Conrad, Municipal Clerk

Sarah Kucharski, Communications Officer

Tina Robichaud-Bond, Recording Secretary

1. CALL TO ORDER

Mayor Bolivar-Getson called the meeting to order at 9:00 a.m. and began by acknowledging that the meeting was held in Mi'kma'ki, the traditional territory of the Mi'kmaq people.

2. ANNOUNCEMENTS/ACKNOWLEDGEMENTS/RECOGNITION

Councillor Oickle advised that she would be declaring a Conflict of Interest on Item 10.1.1 Discharge of Development Agreement, PID 60291085.

Mayor Bolivar-Getson advised that March 8th was International Women's Day and recognized the women around the Council table.

Mayor Bolivar-Getson advised that the Municipality received the Community Spirit Plaque from the Lieutenant Governor, Arthur J. LeBlanc, which would be installed in the lobby area.

3. APPROVAL OF AGENDA

Moved by Councillor Whynot, seconded by Councillor DeLong that the Agenda be approved as circulated. Carried unanimously.

4. APPROVAL OF MINUTES – February 23, 2021

Moved by Councillor Hubley, seconded by Councillor Veinotte that the Minutes of the February 23, 2021 Council meeting be approved as circulated. Carried unanimously.

5. BUSINESS ARISING FROM MINUTES (Nil)

6. AWARDING OF TENDERS/RFPs (Nil)

7. PRESENTATIONS/SCHEDULED TIMES (Nil)

8. CONSIDERATION OF CORRESPONDENCE (Nil)

9. RECOMMENDATIONS FROM COMMITTEES & BOARDS

9.1 Finance Committee

9.1.1 Tax Relief – Damaged Property Dublin Shore

2021-043 Moved by Deputy Mayor Bell, seconded by Councillor Haysom that Municipal Council accept the recommendation of the Finance Committee and approve tax relief in the amount of \$531.71 as per the submitted application for the property located at 3839 Highway 331, Dublin Shore, Assessment Account Number 08217769 and as per the Municipality's Damaged Property Relief Policy. Carried unanimously.

9.1.2 Sponsorship Ad Grant – NS Crime Stoppers

2021-044 Moved by Councillor Oickle, seconded by Councillor Hubley that Municipal Council accept the recommendation of the Finance Committee and not approve the Sponsorship Ad request of the Nova Scotia Crime Stoppers for their annual Crime Stoppers Awareness Guide. Carried unanimously.

9.2 REMO Advisory Committee

9.2.1 2021/2022 REMO Operating Budget

2021-045 Moved by Councillor Statton, seconded by Councillor Greek that Municipal Council accept the recommendation of the REMO Advisory Committee and approve a total 2021/2022 REMO budget in the amount of \$135,200.00 of which the Municipality of the District of Lunenburg's portion is \$67,341.80. Carried unanimously.

9.4 Planning Advisory Committee

9.4.1 Amendments to Municipal Planning Strategy By-law 035A re First Reading

2021-046 Moved by Councillor DeLong, seconded by Councillor Haysom that Municipal Council accept the recommendation of the Planning Advisory Committee and give notice of its intention to adopt MODL By-law 035A, the Amendments to the Municipal Planning Strategy (2021), as stated in Appendix A of the staff report dated February 25, 2021 and conduct First Reading of same. Carried unanimously.

9.4.2 MODL By-law 044 Hemford Forest Secondary Planning Strategy re First Reading

2021-047 Moved by Councillor Moore, seconded by Councillor Whynot that Municipal Council accept the recommendation of the Planning Advisory Committee and give notice of its intention to adopt MODL By-law 044, Hemford Forest Secondary Planning Strategy, as stated in the draft version 11 and conduct First Reading of same. Carried unanimously.

9.4.3 MODL By-law 045 Hemford Forest Land Use By-law re First Reading

2021-048 Moved by Councillor Whynot, seconded by Councillor Moore that Municipal Council accept the recommendation of the Planning Advisory Committee and give notice of its intention to adopt MODL By-law 045, the Hemford Forest Land Use By-law, as stated in the draft version 8 and conduct First Reading of same, and that Municipal Council set a Public Hearing in regard to Council's intention to approve MODL By-law 035A, the Amendments to the Municipal Planning Strategy (2021), By-law 044, Hemford Forest Secondary Planning Strategy, and By-law 045, Hemford Forest Land Use By-law for Tuesday, April 13, 2021 at 8:00 a.m. Carried unanimously.

Mr. Kang left the meeting.

9.3 Lunenburg County Multi-purpose Centre Corporation Board

9.3.1 2021/2022 LCLC Operating Budget

Kent Walsh, LCLC General Manager, was in attendance via Teams.

Mr. Walsh reviewed the 2021-2022 LCLC Operating Budget (circulated with the Agenda) and provided details on the increases and decreases of various line items.

Discussions were held on the following:

- Staffing/Wages
- LCLC Board strategic planning
- Library structure
- Operating grants
- Marketing

A question was asked with regard to the rent charged to the library. Mr. Walsh advised that he would provide Councillors with the details of the rental charges for the library.

2021-049 Moved by Councillor Hubley, seconded by Councillor Whynot that Municipal Council accept the recommendation of the Lunenburg County Multi-purpose Centre Corporation Board and approve the LCLC's Operating Budget for 2021/22 in the amount of \$897,510.00, with each Council's contribution being \$448,755.00. Carried unanimously.

Mr. Walsh left the meeting.

10. STAFF REPORTS

10.1 Building/Development Department

10.1.1 Discharge of Development Agreement – PID 60291085

Councillor Oickle declared a Conflict of Interest and left the table.

Ms. Schieffer reviewed her report, "Discharge of Development Agreement – PID 60291085" (circulated with Agenda) and referred to the letter received from Patterson Law advising that the property owners have requested that the Development Agreement associated with PID 60291085 be discharged (attached to Minutes).

Ms. Schieffer explained that a development agreement is attached to a property, not a property owner. She advised that the property was to be sold and the new owners would not be using the property for commercial use.

2021-050 Moved by Councillor Veinotte, seconded by Deputy Mayor Bell that Municipal Council discharge the Development Agreement from PID 60291085 conditional to the sale of the property. Carried unanimously.

Ms. Schieffer left the meeting.

Councillor Oickle returned to the table.

10.2 Recreation Department

10.2.1 Designated Communities Fund – SS Annapolis Valley Trail Association

2021-051 Moved by Councillor Greek, seconded by Councillor Moore that Municipal Council grant the South Shore Annapolis Valley Trail Association \$4,995.00 as per the criteria outlined in the Designated Community Project Fund Policy 048. Carried unanimously.

11. MAYOR'S/DEPUTY MAYOR'S/COUNCILLORS' MATTERS

11.1 MJSB Update

Councillor Moore provided an update on the Municipal Joint Services Board as follows:

- Illegal Dumpsites - more residential waste than commercial waste
- 200lbs of disposable waste is permitted to be dropped off at the waste site at no charge
- A Cost Analysis will be done to review feasibility of an increase of waste permitted.
- Financial report will be done after the March 17th finance meeting.
- In Camera update on a matter was required for contract negotiations. It was agreed that an update on contract negotiations for MJSB would be given when Council goes In Camera.

11.2 Deputy Mayor's Update

Deputy Mayor Bell reported that he attended to cheque signings; attended agenda briefings; and various committee meetings and workshops.

11.3 Mayor's Update

Mayor Bolivar-Getson reported that she attended an NSFM virtual Board retreat; the NSFM Mayors/Wardens/CAO virtual meeting; and various committee meetings.

12. ADDED ITEMS

13. IN CAMERA

At 10:19 a.m., it was moved by Councillor Whynot, seconded by Councillor Haysom that Municipal Council go In Camera to discuss Item 13.1 Land Negotiations re 210 Aberdeen Road under Section 22(2)(a) of the MGA and to receive an update under Contract Negotiations re MJSB under Section 22(2)(e) of the MGA. Carried.

Municipal Council In Camera in session.

At 10:35 a.m., it was moved by Councillor Whynot, seconded by Councillor Hubley that Municipal Council come out of In Camera and return to open session. Carried.

Municipal Council in session.

13.1 Land Negotiations re 210 Aberdeen Road

2021-052 Moved by Deputy Mayor Bell, seconded by Councillor Moore that Municipal Council approve the Agreement of Purchase & Sale for the property located at 210 Aberdeen Road, Bridgewater, as discussed In Camera, and authorize the Mayor and Clerk to execute same. Carried unanimously.

14. ADJOURNMENT

There being no further business at 10:36 a.m., it was moved by Councillor Whynot, seconded by Councillor Oickle that the meeting adjourn. Carried.

February 19, 2021

By E-Mail

Municipality of the District of Lunenburg
10 Allée Champlain Drive
Cookville, NS B4V 9E4

Attention: Norma Schiefer, Development Officer

Dear Ms. Schiefer:

**Release of Development Agreement
15704 Highway 3, Hebbville, NS
Our File Number: 4210342**

I am writing on behalf of my clients, Kevin and Michelle Hayward, who own property at 15704 Highway 3, Hebbville. I would kindly request that you please present this letter to Council for the meeting scheduled on March 9, 2021.

Mr. and Ms. Hayward's property is subject to a Development Agreement dated July 20, 2001, a copy of which I have enclosed for reference. The Development Agreement was registered at the land registration office on August 15, 2001 in Book 803 at Page 46.

Mr. and Ms. Hayward are selling their property, which sale is scheduled to close March 9, 2021.

The purchasers of the property have advised they do not intend to use the property for the commercial purposes described in the Development Agreement and have requested that the Development Agreement be released. Accordingly, I am writing to request that Council discharge the Development Agreement.

I would kindly request that the discharge of the Development Agreement be made conditional on the completion of the sale of the property.

Should you require further information, please let me know.

Yours truly,

A handwritten signature in black ink, appearing to be 'BKM', written in a cursive style.

Blair K. McIlwain

bmcilwain@pattersonlaw.ca

Tel: 902.530.7820

BKM/

Enclosure



004497

004498

THIS DEVELOPMENT AGREEMENT made this 20th day of July, A.D., 2001

BETWEEN

KEVIN G.HAYWARD AND MICHELLE J. HAYWARD, of Hebbville, in the County of Lunenburg and the Province of Nova Scotia

(Hereinafter called the "DEVELOPER")

OF THE FIRST PART

- and -

MUNICIPALITY OF THE DISTRICT OF LUNENBURG a municipal body corporate, with offices in the Town of Bridgewater, in the County of Lunenburg and the Province of Nova Scotia

(Hereinafter called the "MUNICIPALITY")

OF THE SECOND PART

- and -

CIBC MORTGAGE INCORPORATED a body corporate with offices in Halifax, in Halifax Regional Municipality, Province of Nova Scotia

(Hereinafter called the "MORTGAGEE")

WHEREAS the Developer intends to renovate a portion of the existing single unit dwelling to accommodate a professional office, at 15704 Highway 3, Hebbville, Nova Scotia, and which is more fully bounded and described in Schedule "A" attached hereto,

AND WHEREAS the property described in Schedule "A" is subject to the Hebbville Secondary Planning Strategy and Land Use By-law for the Municipality;

AND WHEREAS, Policy 3.1.10 and Policy 3.3.10 of the Hebbville Secondary Planning Strategy and Part 5, Section 5.2.1, clause (b), subclause (iii) of the Village of Hebbville Land Use By-law enables a use permitted in the Light Industrial Zone to be developed on a lot not located in the Industrial Zone, but which abuts the Light Industrial Zone, subject to a Development Agreement;

AND WHEREAS the property described in Schedule "A" is located on a lot which abuts the Light Industrial Zone of the Village of Hebbville Land Use By-law;

AND WHEREAS the Municipality by Resolution of Council passed at a meeting on the 17th day of April, 2001, approved the proposed development subject to the execution of this Development Agreement by parties hereto; and

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. DEFINITIONS

- a) That "Land Use By-law" means the Village of Hebbville Land Use By-law, adopted by Council on October 10,2000, and as may be amended from time to time.
- b) That "Property" means the property as described in Schedule "A"
- c) That all words appearing in this Agreement which are defined in the Land Use By-law shall be deemed to have the same meaning as the Land Use By-law.

2. DEVELOPMENT AND USE OF PROPERTY

That the development and use of the Property shall be in accordance with Schedule "B" and shall be restricted to the following:

- a) a single unit residence, to be used for dwelling purposes; and
- b) a professional office with a maximum floor area of 600 square feet.

3. EXTERIOR APPEARANCE

- a) That the exterior renovations to the main structure shall be in accordance with Schedule "C"
- a) That the Property shall be kept free from litter at all times

Filed Bridgewater Registry, the 15th day of

Aug. A.D. 2001 at 3:21 o'clock P M

as No. 11,849

Quincy Platt
Dep. Registrar

LUNENBURG COUNTY REGISTRY OF DEEDS		4498	803	46-55
I certify that this document was registered as shown here.		Document #	Book	Pages
Joan Plunkett Registrar		AUG 15 2001	3:21 pm	Time
		MM DD YYYY		

4. OUTDOOR LIGHTING

That any outdoor lighting associated with the professional office be limited to illumination for safety reasons and be located and directed so that nearby properties are not illuminated to the extent that a hazard or nuisance will result.

5. SIGNS

That all proposed signage satisfies the requirements of the Land Use By-law for signs in the Light Industrial (LI) Zone, that about the Two Unit Residential (TR) Zone

6. SCREENING / LANDSCAPING

That the existing vegetative buffer, consisting of various forms of vegetation, be retained for a distance of 10 feet extending from the side lot lines of the property, as shown on Schedule "B".

7. EROSION CONTROL

That the following erosion and pollution control measures shall be provided in relation to the expansion of the parking area and travel way, as shown on Schedule "B":

- a) all excavated overburden shall be disposed of in a manner that will not result in contamination to water bodies and or produce siltation in the form of runoff;
- b) any overburden proposed to be stored on the site for more than two days, or in the event of precipitation, shall be covered and siltation berms erected around the overburden; and
- c) any exposed areas shall be covered with Type 1 gravel within 24 hours of being exposed.

8. PARKING AND TRAVEL WAYS

That the parking areas and travel ways shall be provided in accordance with Schedule "B" and following minimum specifications

- a) where there is a permanent surface, all parking spaces and aisles shall be permanently marked by painted lines which are clearly visible to the driver and pedestrian;
- b) parking spaces shall have the minimum dimensions:
 - i) the spaces shall have a minimum dimension of nine (9) feet by eighteen (18) feet;
 - ii) the aisle widths shall be a minimum of 14 feet for one way traffic
- c) the existing travel way shall be a minimum width of 14 feet for one way traffic.
- d) the exit and entrance points, at the intersection of the said points with Highway 3, shall be clearly marked by signage which is sufficiently reflective, thus visible both by day and by night;
- e) the expansion of the Parking Area and travel ways shall provided in accordance with the following:
 - i) the expanded parking lot base and expanded travel way shall be compacted and thence covered with the placement of Type 1 gravel, having a minimum thickness of six inches. The Type 1 gravel shall meet the specifications of the Department of Transportation and Public Works for Type 1 gravel, and
 - ii) the expanded travel way shall match the drainage grades of the existing travel way, to allow for proper drainage of the road to the surrounding areas without the pooling of water; and
- f) the parking area and travel way shall be surfaced with stable materials to prevent dust from being generated.

9. ON-SITE SEWAGE DISPOSAL

That the on-site sewage disposal system shall be expanded in accordance with the terms and conditions of the Approval issued by the Nova Scotia Department of Environment and Labour, Approval No. 2001-018604.

10. MAINTENANCE

- a) That the Property be kept from litter at all times;
- b) That the parking area and travel ways be treated from time to time to prevent dust from being generated.

11. DEVELOPMENT AGREEMENT NOT APPLICABLE

That this agreement shall not restrict any alterations to the existing building nor the construction, erection, placement or alteration to any accessory structures in relation to the existing Single Unit Residence, on the Property.

12. CHANGES AND ALTERATIONS

- a) That all matters in this agreement which are not specified in clause 12 (b) below are substantial matters which shall not be changed or altered except by amendment to this agreement in the form of a further agreement;

- b) That the following matters are not substantial matters and may be changed or altered without amendment to this agreement, but with the written consent of the Municipality, provided that the Municipality determines that the changes do not significantly alter the intended effects of this agreement:
- i) the exterior appearance of the structure specified in Section 3 of this Agreement,
 - ii) the outdoor lighting requirements specified in Section 4 of this Agreement,
 - iii) the screening and landscaping requirements specified in Section 6 of this Agreement,
 - iv) the erosion control requirements specified in Section 7
 - v) the location of parking spaces, aisles and travelways, provided the number of spaces and the dimensions of the spaces, aisles and travelways do not vary from clause 8(b) of this Agreement, and
 - vi) The parking area and travel way expansion, as specified in clause 8(e).

13. REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

- a) That the Municipality shall cause this Agreement to be registered, at the expense of the Municipality, in the Office of Registrar of Deeds in Bridgewater, Lunenburg County;
- b) That pursuant to the Municipal Government Act, where the lands described in Schedule "A" or any part thereof which are subject to this Agreement is conveyed to a person not a party to this Development Agreement, this Agreement shall continue to apply to the lands described in Schedule "A" until discharged by the Municipality.
- c) That this agreement shall be in effect until discharged by resolution of Council of the Municipality pursuant to the Municipal Government Act, whereupon the Land Use By-law shall apply to the Property;
- d) That the Municipality may discharge this Development Agreement if the use described herein has not yet commenced within twelve (12) months of the date of this Agreement; and
- e) That the Municipality retains the option of discharging this Development Agreement should any fact provided by the Developer to the Municipality constitute a material misrepresentation of the facts;
- f) That 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.
- g) That this Agreement shall ensure to the benefit of, and be binding upon the Municipality and the Developer, and their successors and assigns.

14. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

- a) That nothing in this Agreement shall exempt the Developer from complying with other By-laws or Regulations in force within the Municipality, or any provincial or federal statutes and regulations, and the Developer agrees to observe and comply with all such laws, by-laws statutes and regulations in connection with the development and use of the Property
- b) That where the provisions of this Agreement conflict with those of any by-law of the Municipality or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

15. MORTGAGE

Whereas, the Mortgagee, pursuant to a mortgage dated the 28th day of June, 2001, and registered in the Bridgewater Registry of Deeds in Book 796 at Pages 94 to 113, has agreed to execute this Agreement, to consent to the agreement and to give effect thereto, PROVIDED NONETHELESS the Mortgagee shall not, by reason only of its execution of this Agreement, be obligated to fulfil the obligations of the Developer herein.

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.

In the presence of:

[Signature]

[Signature]
Witness

Witness

KEVIN HAYWARD

[Signature]

MICHELLE HAYWARD

[Signature]

MUNICIPALITY OF THE DISTRICT OF LUNENBURG

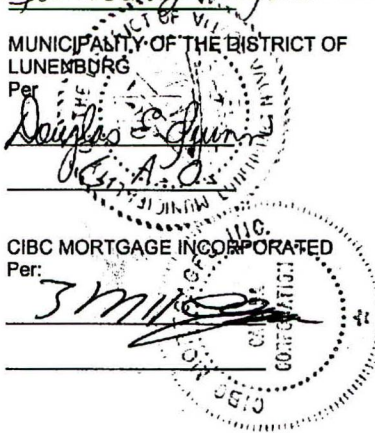
Per

[Signature]
A.S.

CIBC MORTGAGE INCORPORATED

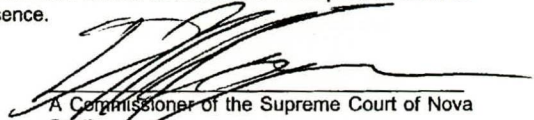
Per:

[Signature]



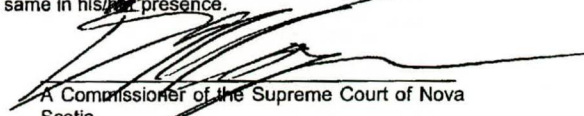
PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

On this 20th day of July, A.D. 2001, before me, the subscriber personally came and appeared, Tammy Wilson, a subscribing witness to the foregoing Indenture who, having been by me duly sworn, made oath and said that the Municipality of the District of Lunenburg, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereto affixed by its proper officers in his ~~her~~ presence.


A Commissioner of the Supreme Court of Nova
Scotia
David M. Caper

PROVINCE OF NOVA SCOTIA
COUNTY OF LUNENBURG

On this 20th day of July, A.D. 2001, before me, the subscriber personally came and appeared, Tammy Wilson, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Kevin Hayward and Michelle Hayward, two of the parties thereto, signed, sealed and delivered the same in his ~~her~~ presence.


A Commissioner of the Supreme Court of Nova
Scotia
David M. Caper

AFFIDAVIT of CORPORATE EXECUTION

Deponent: Tommy M. H. Colpa
Name

City of Halifax, Province of Nova Scotia
Address

Office Held by Deponent: Assistant Secretary

Corporation: CIBC Mortgages Inc.
Name

(Other Officer Who Executed the Instrument ³):
Name

Address

Office Held by Other Officer Who Executed the Instrument: _____)

Place of Execution: City of Halifax, Province of Nova Scotia

Date of Execution: August 14, 2001

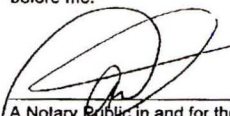
I, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me (and the other officer(s) specified above) as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. That the seal of the corporation was affixed to the instrument by order of the Board of Directors of the corporation;
4. That the instrument was executed at the place and on the date specified above;
5. That the ownership of a share of the corporation does (not) entitle the owner thereof to occupy the parcel described in the attached instrument as a marital home.

City of Halifax, Province of Nova
 SWORN TO at Scotia
Place

on August 14, 2001
Date

before me:



 A Notary Public in and for the Province of Nova Scotia
PATRICK G.E. FITZGERALD
 A Barrister of the Supreme Court of Nova Scotia



 Deponent

³ Multiple instances are allowed.

SCHEDULE "A"

DEED DESCRIPTION

Nova Scotia Grid Meridian,

ALL and singular that certain parcel or tract of land, situated, lying and being at Hebbville, Lunenburg County, Nova Scotia, which said lot may be more particularly described as follows:

BEGINNING at a point marked by a survey marker, set on the Northwestern side line (33' from the center line thereof) of Public Highway # 3, which said point marks the most Southern corner of the herein described lot and the most Eastern corner of lot # 1, property of Gerald Teal & Inez Teal, as shown on plan of subdivision # 8167, prepared by Berrigan Surveys Limited, Nova Scotia Land Surveyors, dated the 27th day of April, 2001, filed at the Registry of Deeds, under # 11768.

THENCE from said point so located North Forty-seven degrees Forty-four minutes Fifty-five seconds West (N47°44'55"W) along lot # 1, Seven hundred Sixty-two decimal Seventy-eight feet (762.78') to a survey marker.

THENCE South Twenty-nine degrees Forty-five minutes Five seconds West (S29°45'05"W) along lot # 1, Five hundred Forty decimal Sixty-five feet (540.65') to a rock plug.

THENCE North Forty-seven degrees Twenty-seven minutes Twenty-two seconds West (S47°27'22"W) along property of Nauss Bros. Limited, as shown on plan of survey # H-416, prepared by Errol B. Hebb Surveys Limited, dated the 28th day of October, 1994, Two hundred and One decimal Zero Nine feet (201.09') to a survey marker, set on the Southeastern side line (100' from the center line thereof) of Public Highway No. 103.

THENCE North Twenty-nine degrees Forty-three minutes Thirty-eight seconds East (N29°43'38"E) along the Southeastern side line of Public Highway No. 103, One thousand and Eighty-eight decimal Forty-one feet (1088.41') to a survey marker.

THENCE South Forty-six degrees Twenty-three minutes Thirty-six seconds East (S46°23'36"E) along property of Margaret J. Weagle, Six hundred Ninety-one decimal Fifty-seven feet (691.57') to a survey marker.

THENCE South Forty-six degrees Twenty-five minutes Twelve seconds East (S46°25'12"E) along property of Kenneth R. Stewart & Phyllis M. Stewart, Two hundred Twenty-three decimal Fifteen feet (223.15') to a survey marker, set on the Northwestern side line (33' from the center line thereof) of Public Highway No. 3.

THENCE Southwesterly along the several and varying courses of the Northwestern side line of Public Highway No. 3, Four hundred Forty-one decimal Fifteen feet (441.15') to a survey marker, marking the place of beginning.

The herein described lot of land, by estimation, contains an area of Thirteen decimal Eight (13.8) acres more or less.

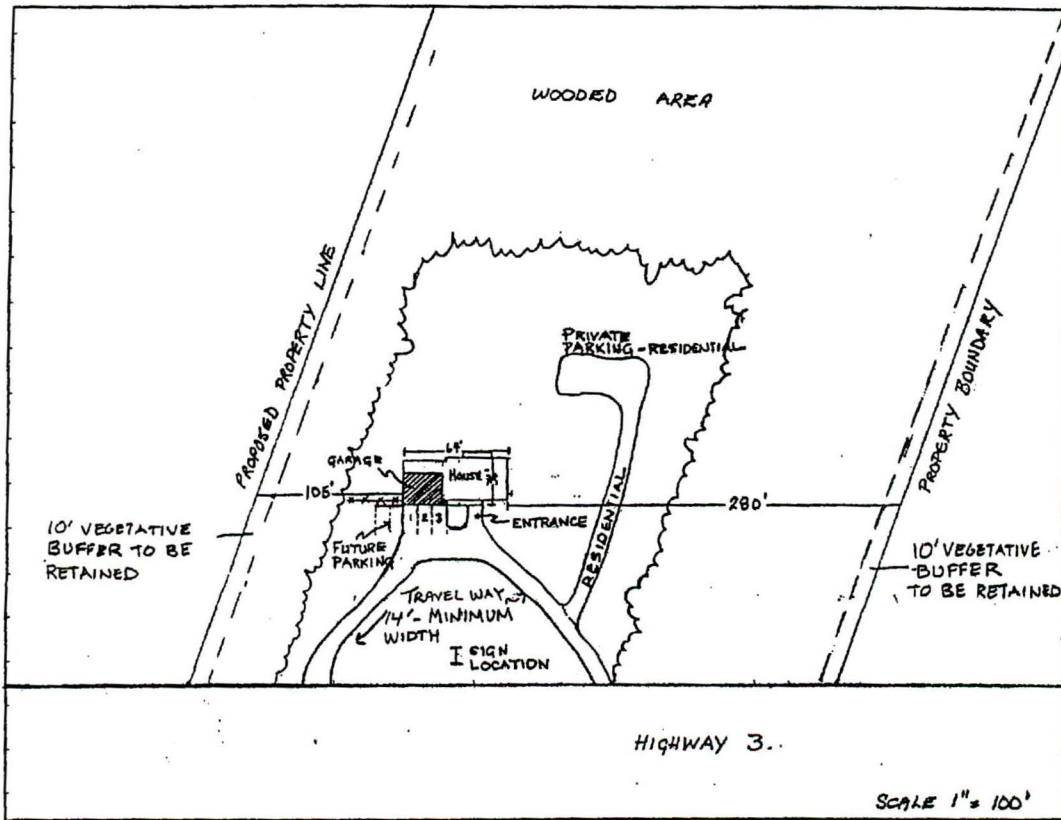
Being part of the property, as described in a Deed from Margaret C. Hebb & Richard B. Hebb to Gerald Teal & Inez Teal, dated the 2nd day of May, 1995, recorded at the Registry of Deeds, Bridgewater, Nova Scotia the 3rd day of May, 1995 in Book 587 at Page 557 under Document No. 2182.

Deed Description
by: Berrigan Surveys Limited




BERRIGAN SURVEYS LIMITED



15704 Highway 3, Hebbville
March 12, 2001
Site Plan

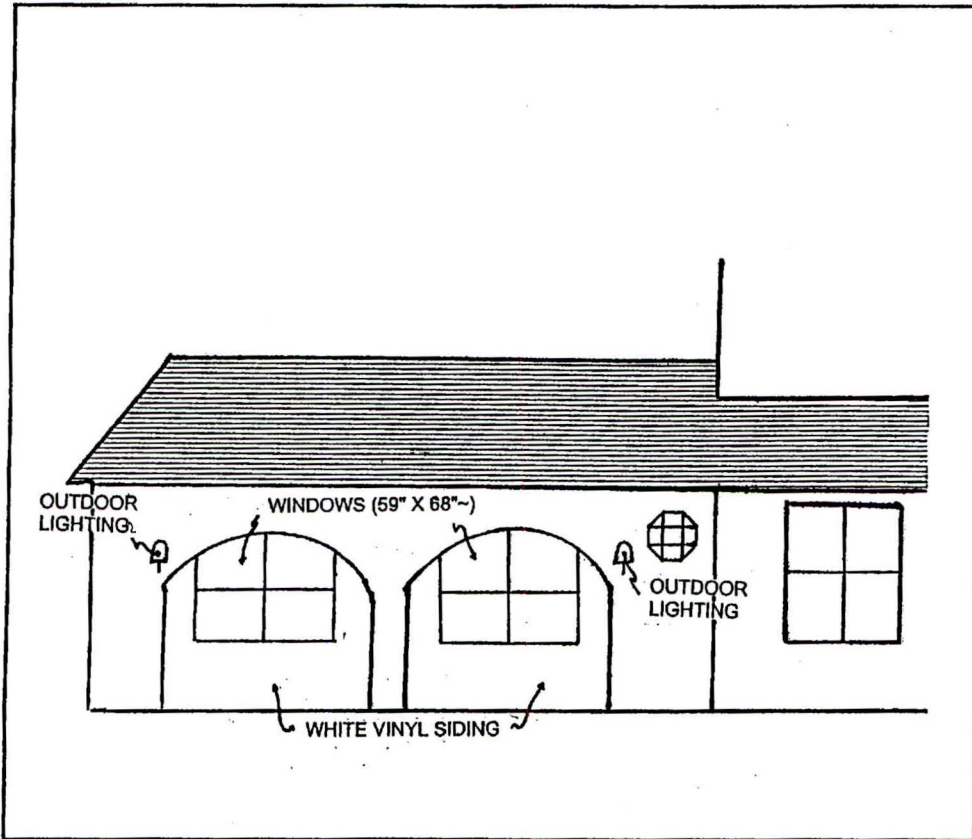


SCHEDULE B

-  Proposed Office Use to be developed within the existing structure (maximum of 600 square feet)
-  Parking Area Expansion - 2 spaces (10' x 18' each)

mgk
H-228

15704, Highway 3, Hebbville
March 12, 2001
Proposed Exterior Alterations



SCHEDULE C

Exterior Building Alterations
Garage Doors to be replaced with two windows and white vinyl siding

Handwritten signature and initials