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Municipal Council Meeting Agenda

Tuesday, September 9, 2025 – 6:00 p.m.

MODL Council Chambers – 10 Allée Champlain Drive, Cookville

1. Call to Order
- 1.1 Mi'kma'ki Territorial Acknowledgement
2. Announcements, Acknowledgements, Recognition
3. Public Input (15 Minutes)
4. Changes/Approval of Agenda (as circulated)
5. Approval of Minutes - July 22, 2025 and Special Council -July 29, 2025
6. Business Arising from Minutes
7. Awarding of Tenders/RFPs
- 7.1 Award of Tender 2025-01-001 Snow Removal Services..... 1-3
8. Presentations/Scheduled Times
9. Consideration of Correspondence - Nil
10. Recommendations from Committees & Boards
- 10.1 Dangerous & Unsightly Property Committee 4
- 10.1.1 Clean Up Assistance Application 1735 Newburne Road, Barss Corner 5-6
11. Staff Reports
- 11.1 Planning & Development
- 11.1.1 Appointment of Development Officers 7-8
- 11.1.2 Second Reading - Repeal & Replace By-law 018 Building Code 9-16
- 11.2 Recreation, Parks & Tourism
- 11.2.1 Cape LaHave Easement Agreement..... 17-59
- 11.3 Administration
- 11.3.1 Proposed Fire Tax Rates 2025-2026 60-61

- 11.4 Finance
 - 11.4.1 Tax Exemption Baker Settlement Hall – Late Application 62-67
- 12. Mayor's/Deputy Mayor's/Councillors' Matters
 - 12.1 MJSB Update
 - 12.3 Deputy Mayor's Update
 - 12.4 Mayor's Update
- 13. Added Items
- 14. In Camera
 - 14.1 Contract Negotiations under Section 22(2)(e) of the MGA
 - 14.2 Contract Negotiations under Section 22(2)(e) of the MGA
- 15. Adjournment

Council
Item # 7.1
Date: September 9, 2025
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Council

Submitted by: Jamie Burgess P.Eng., Senior Municipal Engineer
Tyler Richardson P.Eng., Municipal Engineer

Date: September 9, 2025

Re: Tender 2025-01-001 - Snow Removal Services for Municipal Public Highways

Recommendation

That Council authorize staff to award TENDER 2025-01-001 Snow Removal Services for Municipal Public Highways to Gerhardt Property Improvements Ltd., which will provide snow removal services on Municipal Roads for the next three years at an estimated cost of \$672,712.90 excluding HST.

Executive summary

N/A

Background

The Municipality of the District of Lunenburg (MODL) is responsible to maintain the Municipally owned Public Highways during the winter months in various communities within the Municipality. This work includes the clearing of snow by plowing operations on both paved and gravel surfaces in addition to the application of salt and traction sand, respectively. Ensuring this work is completed in a timely manner as road conditions change throughout the winter months allows for the safe use of Municipal roads by residents.

Discussion

TENDER 2025-01-001 Snow Removal Services for Municipal Public Highways was issued on August 12, 2025, and closed at 2:00 pm on August 26, 2025. One (1) bid was received and accepted by the Tender deadline. The accepted bid is summarized in the table below:

Contractor	Total Price (excl. HST)
Gerhardt Property Improvements Ltd.	\$672,712.90

Strategic Focus

This Tender supports the Municipal Strategic Goal of Infrastructure Upgrades, Expansion, and Management.

Budget/Financial Implications

Snow Removal Services have been included in the 2025-2026 Operating Budget for Municipal Roads.

Climate Change/sustainability

N/A

Inclusion Diversity equity and Accessibility (IDEA@MODL)

N/A

Strategic Communications

N/A

Work plan

This work is on an as needed basis and requires prompt response times. To ensure the quality of work and the safety of Municipal Roads this work is inspected by Municipal staff on a regular basis.

Alternatives

N/A

Conclusion

Snow removal on Municipal Roads is an important service provided for residents who use these roads. Providing safe access to properties on Municipal Roads promptly following a winter storm is a priority of this work.

Report Preparation	
Department	Engineering and Public Works
Report Prepared by	Jamie Burgess P.Eng. and Tyler Richardson P.Eng.
Report Approved by	Stephen W. Pace, MBA, P.Eng.
Date Reviewed by C.A.O.	

Council
Item #10.1
Date: September 9, 2025
Authorization: T. MacEwan



Municipality of the District of Lunenburg Planning & Development Services

July 30, 2025

To Her Worship, Mayor McLean-Wile and Councillors
of The District of Lunenburg

Dear Mayor and Councillors:

The Dangerous & Unsightly Property Committee, in session on July 30, 2025, made the following recommendation to Municipal Council:

“that Municipal Council approve the Clean Up Assistance application in the amount of \$1500.00 for 1735 Newburne Road, Barss Corner, as per the conditions in report, PID 60204476”.

Respectfully submitted,

The Chair and Members
of the D&UPC

/sb

Attachments



Municipality of the District of Lunenburg

REPORT TO: Dangerous & Unsightly Properties Committee
SUBMITTED BY: Graham Hopkins
DATE: July 30 2025
RE: 1735 Newburne Rd,

Property – 1735 Newburne Rd, Barss Corner

PID 60204476 AAN 02438291 LU-US2025-013

RECOMMENDATION

Staff recommends:

That the application for Cleanup Financial Assistance be granted.

BACKGROUND

We received a complaint on April 23, 2025 in reference to the above-noted property. An initial inspection was carried out on April 24, 2025 which concluded that the property is considered dangerous and unsightly under the terms of the *Municipal Government Act* (the “Act”). A letter was sent May 2, 2025 including the newly revised application for financial assistance.

Application was received on May 13, 2025 for assistance with the described “Need a large dumpster to put town down shed into.”

A request for more details was made to the applicant resulting in the submission of a quote in the amount of \$3,000

We recommend that the cleanup assistance request for \$1500 be granted under the following conditions:

- Cleanup must be completed within 30 days
- Cleanup must be paid for by the owner or their representative and proof of payment provided to MODL

DISCUSSION

- The Property Valuation Services Corporation (PVSC) records show the land as being assessed at \$133,400
- The lot area 43,500 sq/ft
- Property taxes are: past due \$690.64 from 2023, \$363.09 from 2024 and \$389.42 for the current year totalling \$1,443.15

ALTERNATIVES

- a) Do nothing and close file.

CONCLUSION

It is our recommendation that application for Cleanup Financial Assistance be granted.

Department:

Report Prepared By: Amanda Esterbrooks Date: July 22, 2025

Report Approved By: _____ Date: _____

Reviewed By CAO: _____ Date: _____



Municipality of the District of Lunenburg

Request for Decision

Report to: Council

Submitted by: Jeff Merrill, LPP, MCIP, Director of Planning & Development Services

CC: Norma Schiefer, Manager of Development; Reid Shepherd, Deputy Director of Planning & Development Services

Date: September 9, 2025

Re: Appointment of Development Officers

Recommendation

That Council appoint the following staff as Development Officers for the Municipality of the District of Lunenburg:

Ella Gindi
Rosemary Young

Discussion

A Development Officer is responsible for administering the Municipality's Land Use By-laws and the Subdivision By-law. In accordance with the Municipal Government Act, Council is required to appoint one or more individuals to serve in this role [MGA s. 191(d) & s.243(1)].

Two previously appointed Development Officers have departed from the Municipality, creating a need to fill these positions. Currently appointed Development Officers include: Norma Schiefer, Manager of Development; Melissa Deveau and Anna Giblin.

To ensure continuity and capacity, the Manager of Development has been actively training planning staff in development control processes. These appointments support the

Municipality's ability to meet increasing demands, particularly in light of mandatory minimum planning requirements.

Budget implications

There are no budget implications associated with these appointments. Development Officer responsibilities are already incorporated into the Planner job descriptions.

Conclusion

Appointing **Ella Gindi** and **Rosemary Young** as Development Officers will ensure that the Municipality can effectively manage the increased workload due to mandatory minimum planning. This proactive measure will help maintain our service standards and support the efficient administration of our Land Use By-laws and Subdivision By-law. The training provided by our Manager of Development ensures that the Development Officers are well-prepared to undertake their responsibilities.

Report Preparation	
Department	Planning & Development Services
Report Prepared by	Jeff Merrill, LPP, MCIP Director
Report Approved by	
Date Reviewed by C.A.O.	

Council
Item #11.1.2
Date: September 9, 2025
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Report to Council

Report To: Mayor and Municipal Council
Submitted By: April Whynot, Lohnes, Municipal Clerk
Date: September 9, 2025
Re: Second Reading – Repeal & Replace By-law 018 Building Code By-law

At the July 22, 2025 Council meeting, Municipal Council approved the proposed amendments to the Building Code By-law and conducted First Reading. Notices were posted on the MODL website, the MODL Facebook page, and the electronic board in the lobby of the administration office of Council's intention to **repeal and replace** By-law 018 Building Code By-law at the September 9, 2025 Council meeting.

If Second Reading is conducted, the By-law will remove Schedule A – Fees from the by-law, add location certificate requirements, and add a new section regarding expiry of permits. A notice will be published in the local paper and the By-law will become effective on the date of publication.

In order to repeal and replace By-law 018, the following motion is required:

“that Municipal Council repeal and replace By-law 018 Building Code By-law, as presented”.

Report Preparation	
Department	Administration
Report Prepared by	April Whynot-Lohnes, Municipal Clerk
Report Approved by	
Date Reviewed by C.A.O.	

Municipality of the District of Lunenburg

By-law Details	
Name	Building Code By-law
Number	018
Legislative Authority	NS Building Code Act and Regulation-Chapter 46 of the Revised Statutes of Nova Scotia, 1989
Effective Date	

Short Title

- 1 This By-law will be known as the “Building By-law”

Authority

- 2 (1) Section 172(1)(a) and (2)(e) of the **Municipal Government Act** empowers Municipalities to make by-laws respecting “the health, well-being, safety and protection of persons and “provide for a system of licenses, permits or approvals.”
- (2) Section 7(1) of the **NS Building Code Act** enables the Council of the Municipality of the District of Lunenburg to make a By-law that is not inconsistent with the **NS Building Code Act or Regulations**.

Definitions

- 3 (1) Unless otherwise defined, definitions contained in the Building Code Act, and Nova Scotia Building Code Regulations, and Nova Scotia Building Code also apply to this Bylaw.
- (2) In this By-law, the following means
- (a) **Building Code Act or Act** means Chapter 46 of the Revised Statutes of Nova Scotia, 1989, the Building Code Act, as amended;
 - (b) **Building Official** means any person appointed to that position by the Council of the Municipality of the District of Lunenburg under Section 5 of the **Building Code Act**;
 - (c) **Municipality** means the Municipality of the District of Lunenburg; and
 - (d) **Nova Scotia Building Code Regulations or Regulations** refer to regulations made under Section 4 of the **Act**.

- (e) **Location Certificate** means a document certified by a Nova Scotia Land Surveyor confirming the location of a structure in relation to the lot boundaries.

Application

- 4 (1) This By-law applies to the entire Municipality.
- (2) In addition to the requirements and provisions set out in this By-law, all requirements and provisions of the **Act** and **Regulations** apply to the entire Municipality.

Required Permits

- 5 (1) A **Footing Permit** is required to ensure compliance with the municipal wide Land Use By-Law and Land Use By-laws for Secondary Plan Areas where front yard, side yard, rear yard and setback requirements are in place and when a building permit is also required. Or as outlined in Section 13
- (2) A **Building Permit** is required for all work that is within the scope of the **Regulations**, Article 6 and is not exempt from the requirements of the **Regulations**, Article 9
- (3) An **Occupancy Permit** is required:
- (a) to allow the initial occupancy of a building or part of the building;
 - (b) when the occupancy classification of a building or part of the building is changed;
 - (c) to allow partial demolition or alteration of a building;
- (4) A **Demolition Permit** is required for the demolition of a building, portion of a building or any material part of a building.

Application Requirements

- 6 (1) An application form must be completed in full before a footing permit, building permit, demolition permit, or occupancy permit may be issued.
- (2) All applicable fees, as established in Policy 058 Fees, must be paid in full before a footing permit, building permit, occupancy permit, or demolition permit may be issued.
- (3) Permit Fees paid under this By-law may be refunded if:
- (a) the owner of the project notifies the Building Official, in writing and within 6 months of the date of issue, that the project has not proceeded as far as the

excavation stage and will not be proceeding. In these cases, the Building Permit will also be revoked;

- (b) the Building Official is unable to issue the Building Permit for the application that was made and fees paid;
- (c) regardless of clauses a) and b) the administration fee portion of the application fee, as noted in Policy 058 Fees will be non-refundable;

(4) Every application for a permit must:

- (a) identify and describe in detail the work and occupancy to be covered by the permit that the application is made;
- (b) describe the land by including the Nova Scotia Land Information Management Service Parcel Identification Number (PID), or where this number does not exist, the assessment account number;
- (c) include plans and specifications as required by Section 2.3 of the National Building Code of Canada, which must include:
 - (i) building plans drawn to scale;
 - (ii) a site plan adequate to identify and locate the lot and determine distances of existing and proposed construction from lot lines, building separations and building locations and showing:
 - (A) the dimensions and total area of the lot;
 - (B) the location of the proposed and existing buildings on the lot and the relationship between the proposed building or structure and other buildings on the same or adjacent properties, indicating the distance from all property lines, the distances between buildings and the heights of buildings;
 - (C) the width, location and nature of any easement affecting the property;
 - (D) north point;
 - (E) scale to which the plan has been drawn;
 - (F) the name of public streets and / or private roads shown on the plan, and
 - (G) the civic address for the property and adjacent properties.
- (d) state the value of the proposed work based upon materials and labour;
- (e) state the name, addresses and telephone numbers of the owner, architect, professional engineer or other designer, constructor and any inspection or testing agency that has been engaged to monitor the work or part of the work;

- (f) describe any special building systems, materials and appliances;
- (g) be accompanied by an up-to-date plan of survey or location certificate prepared by a registered Nova Scotia Land Surveyor containing sufficient information regarding site and the location of the building in relation to the lot lines, where determined by the authority having jurisdiction as necessary to:
 - (i) establish before construction begins that the regulations of the Building Code Act related to the site and location of the building will be complied with;
 - (ii) verify that, upon completion of the work, all such regulations have been complied with; or
 - (iii) verify prior to construction beyond the footing stage that any yard requirements required by a Land Use By-law and which formed the basis for the issuance of a Development Permit, have been complied with.
- (h) such additional information as may be required by the authority having jurisdiction.

Withholding Permits

- 7 (1)** A Building Inspector must, if applicable, withhold a building permit until satisfied that the following permits have been issued:
- (a) a valid on-site sewage disposal permit issued by the Department of the Environment and Climate Change for the construction of a building requiring a new private on-site sewage disposal system;
 - (b) any permit required under the Public Highways Act;
 - (c) all approvals, with applicable fees paid in full, for the installation and hook-up of municipal sewer and water infrastructure;
 - (d) a heritage property permit/approval under the Municipality's Heritage Property By-law, or Heritage Property Act of Nova Scotia;
 - (e) a Development Permit under a Land Use By-law;
- (2)** A Building Official may withhold issuing a building permit until satisfied that all applicable requirements of the Municipality's By-law Respecting the Subdivision of Land have been complied with.

- (3) A Building Official may withhold issuing a demolition permit until satisfied that the building is not subject to the provisions of a by-law passed under the Municipal Heritage Property By-law or Heritage Property Act.

Permission to Proceed in Part

- 8 The issuance of a partial building permit is subject to the restrictions and conditions as outlined in Article 1.4.1.11 of the **Regulations**.

Temporary Building Permits

- 9 The issuance of a temporary building permit is subject to the restrictions and conditions as outlined in Article 1.4.1.12 of the **Regulations**.

Conditional Building / Conditional Occupancy Permit

- 10 The issuance of a conditional building permit or a conditional occupancy permit is subject to the restrictions and conditions as outlined in Article 2.5.1.5 of the **Regulations**.

Location Certificates

- 11 (1) With the exception of section 11(2) of this By-law, a location certificate is required for all new structures and any new construction that alters the building envelope and must be approved by the Building Official and the Development Officer after the footings or monolithic slab has been poured to ensure the construction meets the requirements of the Land Use Bylaw and Building Code.
- (2) Under the sole discretion of the Building Official, a location certificate may not be required for any additions to buildings or for accessory structures.

Expiry of Building Permits

- 12 (1) A Building Permit is valid for 1 year from the date of issue and may be renewed by making a renewal application to the Building Official and paying the administration portion of the Building Permit fee applicable to the Building Permit.
- (2) The Building Official reserves the right to refuse a Building Permit renewal request.
- (3) A Building Permit may be renewed 2 times.
- (4) If no construction has commenced at the time of an expiry of a building permit a new development permit will be required.
- (5) If an Occupancy Permit has not been issued prior to the end of the second, 1 year renewal period a new application must be made to complete the project. The new

application must comply with and meet all the requirements of the **Act** and the **Regulations** and this Bylaw (Building Code Bylaw) at the time a new application is made.

Inspections

- 13** (1) The Building Official must be notified a minimum of 2 business days in advance to inspect for compliance with this By-law, the **Act** and the **Regulations**, at the following stages:
- (a) All construction other than those described in clauses 13(1)(b) and (c)
 - i) footings in place;
 - ii) the site before starting backfilling of the laterally supported foundation, before a superstructure is placed on the foundation;
 - iii) the framing, roof and plumbing and mechanical;
 - iv) insulation and vapour barrier before wall framing is covered;
 - v) before occupancy.
 - (b) Mobile/Modular Homes conforming to 1.4.19 of the **Regulations**
 - i) footings in place;
 - ii) (A) in the case of a mobile home, the site preparation, foundation installation and anchorage in accordance with CSA CAN3-Z240.10.1-94 "Recommended Practice for Site Preparation, Foundation and Anchorage of Mobile Homes";
(B) in the case of a modular home site preparation and foundation.
 - (iii) installation and anchorage, and
 - (iv) before occupancy.
 - (c) Buildings constructed outside the scope of Part 9 of the National Building Code:
 - i) of the intent to undertake construction that will be inspected and will be reviewed as per the appropriate Letter of Undertaking;
 - ii) of the intent to cover construction that has been ordered to be inspected by the Building Official before covering;
 - iii) at intervals deemed necessary by the Building Official based on the complexity of the building, and
 - iv) when construction has been completed so that a final inspection can be made.
 - (d) For Demolition:
 - i) at the commencement of the demolition work;
 - ii) at such intervals as are deemed necessary – and noted on, or attached to the Demolition Permit, by the Building Official;

- iii) when demolition has been completed, and
- iv) when the demolition site has been covered over or reclaimed.

Coming Into Force Repeal

- 14** The Building By-law, as approved by Municipal Council on March 8, 2011, is hereby repealed and replaced with new By-law 018 effective January 1, 2026.

By-law Adoption	
Effective date of original by-law	March 18, 2011
Date of first reading	July 22, 2025
Date of advertisement of notice of intent to consider	July 22, 2025 & August 25, 2025
Date of second reading	September 9, 2025
Date of advertisement of passage of by-law Effective date of the by-law unless otherwise specified in the text of this by-law.	
Date of mailing a certified copy of by-law to Minister	
Date of Ministerial Approval	
I certify that this By-law 018 Building Code By-law was repealed and replaced by Municipal Council and published as indicated above.	
Signature of Municipal Clerk	Date

Version	Amendment Description	Approval Date
Original	018 Building Code Bylaw	
Repealed and Replaced	Removed Schedule A - fees, added location certificate requirements, new expiry of permits section, updated to accessible format, and clear language revisions and renumbering.	

Council
Item #11.2.1
Date: September 9, 2025
Authorization: T. MacEwan



The Municipality of the District of Lunenburg

Request for Decision

Report to: Council

Submitted by: Trudy Payne, Director of Recreation, Parks and Tourism

Date: September 9, 2025

Re: Conservation Easement for Cape Lahave Island

Recommendation

That Council authorize the Mayor and Municipal Clerk to sign the conservation easement agreement pertaining to Cape Lahave Island between the Municipality of the District of Lunenburg and the Nova Scotia Nature Trust, as presented, on the condition that MODL's solicitor and staff agree with the Baseline Documentation Report as defined in article 5.3 of the conservation easement.

Executive summary

Since the original motion in November 2019 directing staff to draft a Conservation Easement with the Nova Scotia Nature Trust for Cape Lahave Island, two public consultation sessions have been undertaken to seek feedback from the public to help inform the terms of the conservation easement. The Lunenburg Commons Land Act was amended in November of 2023 providing the Municipality with the authority to enter into a conservation easement.

A number of questions were posed by members of the public which form part of the April 2025 What We Heard Report (attached). Legal opinion and research were conducted to form the responses. Council for the Municipality is now in a position to make a decision on whether to sign the agreement as presented, direct staff to make changes and bring the agreement back to council for final approval or decide not to proceed with entering into a conservation easement agreement with the Nova Scotia Nature Trust.

Background

At the November 26, 2019, Council meeting, Council made the following motions:

“That Municipal Council accept the recommendation of the Policy & Strategy Committee and direct staff to develop a Conservation Easement with the Nova Scotia Nature Trust for Cape LaHave Island and to bring the Agreement back to a Council meeting for consideration; and further, that the Agreement developed include a community consultation process.”

“That Council accept the recommendation of the Policy & Strategy Committee and sign a Letter of Intent, as presented, to be sent to the Nova Scotia Nature Trust pertaining to Cape LaHave Island and Council’s intentions of donating a conservation easement.”

On November 27, 2019, a letter was sent to the Nature Trust Board of Directors stating “We, the Municipality of the District of Lunenburg, the beneficial and registered owner of Cape LaHave Island, located in the County of Lunenburg, Nova Scotia, and having Property Identification Number 60358793 intend to work with the Nova Scotia Nature Trust to conserve this land.” The letter further goes on to state “Our intent in this undertaking is that this land be conserved in perpetuity in a natural and undeveloped state. We value the ecological significance of this property and look forward to working with the Nature Trust to ensure our mutual goal of land preservation is reached.”

In 2020 a public consultation process was undertaken that involved surveys online and phone consultations to seek feedback from the public and stakeholders. This was during the pandemic where meeting face to face was limited. The four themes that came from that report were:

1. Cape LaHave Island is of significant value to the community.
2. Maintain current level of development.
3. Education is key.
4. Additional consultation desired.

During this period, it was also legally determined that the 1897 Act (an Act relating to Common Lands in the County of Lunenburg) needed to be amended to allow the Municipality to enter into a conservation easement. A previous amendment had been made to this Act in 1981 to section 4, which removed the authority of the municipal council to “rent, lease or sell any portion of the common lands under its control” (section 4(2)). Prior to the 1981 amendment, the Municipality did have the legal authority to do so. Granting an easement to the Nature Trust, although donating it to them, was viewed as a transfer of some of the MODL’s property interest in Cape LaHave Island. An amendment to the Act would provide MODL with the authority to enter into a conservation easement agreement.

At the August 15, 2023, Special Council meeting the following motion was made:

“That Municipal Council authorize the further amendment of Section 4 of chapter 72 of the Acts of 1897, the Lunenburg Common Lands Act (as amended) to add the following subsection immediately after subsection 5:

5(A) Notwithstanding subsection (2), the municipal council may grant a conservation easement with respect to the common lands on Cape LaHave Island.”

This amendment was made possible through MLA Becky Druhan, through Bill No. 348 on November 9, 2023.

In response to the community wanting additional consultation a public information and feedback session was held on May 13, 2024, at the Petite Riviere Fire Hall. A presentation was provided that night by MODL and the Nature Trust updating the community on who the Nature Trust is, what a conservation easement is, the benefits of a conservation easement and the amendment made to the Lunenburg Commons Land Act, which enables the Municipality to enter into a conservation easement. Four questions were also posed to seek additional feedback from the public. They were:

1. How do you currently use Cape LaHave Island?
2. What activities would you like to see permitted on the Island?
3. What activities would you like not to be permitted on the Island?
4. What are your hopes for the future of Cape LaHave Island?

Additional questions were also posed that evening by the public and responses to those are included in the What We Heard Report (attached). This report was presented to Council at the April 22, 2025 Council meeting, in which the following two motions were made:

“that Municipal Council confirm its intention to enter into a Conservation Easement Agreement with the Nove Scotia Trust for the Cape LaHave Island. “and

“that Municipal Council direct staff to host a Cape LaHave Island public information session to inform the public on the content of the “What We Heard” report and the permitted uses identified in the report.”

On June 23, 2025, the public information session was held at the West Dublin Community Hall where the What We Heard report was presented along with the responses to the questions posed by the public at the May 2024 public consultation session. The proposed permitted uses and prohibited uses were also presented which reflected what the majority of respondents stated they would like to see as permitted and prohibited uses.

What is a conservation easement?

A conservation easement is a written agreement between a landowner and the holder of the easement created to protect some or all a property's conservation value.

The Nova Scotia Nature Trust is designated under the Nova Scotia legislation as eligible to hold Conservations Easements.

Conservation easements create a structured and legally enforceable relationship between the Owner (MODL – who is the apparent owner) of the land and the Land Trust (the Nature Trust). In such an agreement the Owner gives up some of his/her rights to use the land. The rights given up will be determined by the landowner and the Land Trust. The owner gives the Land Trust access to the land to monitor and enforce the conditions established in the Conservation easement, and to address any damage that might happen to the land if a condition of the easement is broken. The Land Trust commits to monitor and enforce the conditions in the easement.

The Nature Trust has undertaken an environmental inventory which is called a baseline documentation report. This report is a description of the property's natural and human-made features, and includes maps, photographs and coordinates of certain features. This information would be recorded with the deed when the conservation easement is registered on title.

MODL would need to maintain property liability insurance and name the Nature Trust as an insured party, keep the property free of claims and liens and inform the Nature Trust of any damage to the property or breach of the easement.

Permitted and restricted uses would be agreed upon by MODL and the Nature Trust. MODL would need to abide by these provisions, and the Nature Trust would monitor and enforce these provisions in perpetuity.

MODL would not be responsible for actions of a third party done without MODL's knowledge that damage the conservation values of the property. However, the easement would likely require MODL to work with the Nature Trust to find a mutually agreeable course of action to address the damage.

MODL would also not be liable for damage to the conservation values of the property resulting from causes beyond MODL's control such as fires and floods. MODL would also not be responsible for damage caused by action taken under emergency conditions to prevent damage to the property. The Nature Trust likewise is not responsible to MODL for damage occurring under these circumstances.

Discussion

Since November of 2019 Council has been working towards entering into a conservation easement with the Nova Scotia Nature Trust to conserve and protect in perpetuity one of Nova Scotia's largest islands and one of the last opportunities to protect intact island biodiversity.

The discussion before Council is whether to sign the conservation easement as presented; to direct staff to make further changes and bring it back for final approval; or to make the decision to not proceed in entering into a conservation easement with the Nova Scotia Nature Trust.

Strategic Focus

Aligns with the quality of life and community engagement priorities to build a strong community fabric.

Budget/Financial Implications

There would be minimal costs associated by informing the public through various methods such as social media, radio and newspapers. There would be funds to do this from the Recreation, Parks and Tourism Department's operating budget.

Climate Change/Sustainability

This conservation easement advances the Local Climate Change Action Plan 2030 priority of protecting natural environments. By conserving Cape LaHave Island in perpetuity, the Municipality safeguards biodiversity, strengthens climate resilience, and preserves natural carbon storage. It also represents clear progress toward the goal of protecting 20% of land by 2030.

Inclusion, Diversity, Equity and Accessibility (IDEA@MODL)

The community was consulted in 2020 and again in 2024.

Strategic Communications

Public consultation has taken place as directed by Council. If Council approves signing the conservation easement the public will be notified through social media and a press release. The Engage website would also be updated notifying the public and a copy of the signed agreement would be posted.

Work plan

Entering into a conservation easement agreement has been on the workplan since Fall of 2019.

Alternatives

1. To direct staff to make changes and come back for final approval.
2. To decide not to enter a conservation easement with the Nova Scotia Nature Trust.

Conclusion

The Municipality has maintained the commitment to enter into a conservation easement with the Nova Scotia Nature Trust since 2019. Changes to the Lunenburg Commons Land Act were made in November of 2023 providing the Municipality with the authority to enter into a conservation easement. Two public consultations and a public information session have been held. The conservation easement, specifically the permitted and prohibited uses, reflect what was heard during the community consultations and has been thoroughly discussed by both the Nature Trust and the Municipality's lawyers. The Municipality is now in the position to be able to enter into a conservation easement that would conserve and protect the natural state of the island in perpetuity.

Report Preparation	
Department	Recreation, Parks & Tourism
Report Prepared by	Trudy Payne, Director of Recreation, Parks & Tourism
Report Approved by	
Date Reviewed by C.A.O.	

WHAT WE HEARD REPORT

Cape LaHave Island



Background

In 2019 the Municipality of the District of Lunenburg was approached by the Nova Scotia Nature Trust (the Nature Trust) who requested Council consider entering into a conservation easement with them to protect Cape LaHave Island in perpetuity. The Nature Trust is a registered charity, founded in 1994, that focuses on the protection and long-term stewardship of Nova Scotia's most ecologically significant land, through private land conservation.

Cape LaHave Island is over 2,600 acres of rich and diverse coastal landscape. It is one of Nova Scotia's largest Islands and is one of the last opportunities to protect intact island biodiversity.

After a series of public presentations and meetings, Council passed a motion to work with the Nature Trust on creating a conservation easement for Cape LaHave Island to ensure that this special place is conserved through **permanent** legal protection for current and future generations.

In 2020, a field team of biologists from the Atlantic Canada Conservation Data Centre and Nova Scotia Museum spent a few days on Cape LaHave Island, cataloguing the diversity of plant and animal life found there. They traversed almost the entire periphery of the island on foot and ventured throughout the island's thick interior forests, documenting hundreds of fauna and flora, forty-three uncommon or rare species (including several species at risk), the wide variety of ecosystems found on the island, and the context of current human use of the island. Their documentation is summarized in the Ecological Summary document found on engage.modl.ca.

This data informed further community consultation conducted in 2020 and helped the Nature Trust establish a baseline for future stewardship of the island. The Nature Trust has also been coordinating with partners at Birds Canada and the Canadian Wildlife Service to acquire long-term monitoring data on the endangered Piping Plover who breed and nest on Cape LaHave Island in the spring and summer months.

In order for the Municipality to enter into a land conservation easement with the Nature Trust, the Lunenburg Common Lands Act required an amendment. With the assistance from the Honorable Becky Druhan, through Bill No. 348, the amendment to the Act received Royal Assent on November 9, 2023, granting the Municipality the ability "to grant a conservation easement with respect to the common lands on Cape LaHave Island."

Public Information and Feedback Session – May 2024

In accordance with the initial recommendations from the community, and because the process was paused during the pandemic, officials with the Municipality and Nature Trust staff hosted a public information and engagement session at the Petite Riviere Fire Hall on May 13, 2024. The purpose of this session was to update the public on the process to date and to seek further input. The power point presented that evening, along with a document titled “A Cape LaHave Backgrounder update,” can be found on the MODL Engage site.

There were four questions posed to the public at the May 13, 2024, public information and engagement session and posted on engage.modl.ca to seek input from those unable to attend. The questions posed were:

1. How do you currently use Cape LaHave Island?
2. What activities would you like to see permitted on the Island?
3. What activities would you like not to be permitted on the Island?
4. What are your hopes for the future of Cape LaHave Island?

How do you currently use Cape LaHave Island?

A variety of responses were received at the public session and online. The following answers that received 3 or more responses in order of the highest ranked were:

- Camping
- Canoeing/Kayaking, hiking and Swimming
- Fishing
- Hunting (deer/duck/rabbit)
- Sailing, open campfires/campfires, motorized boating
- Clam/shellfish digging, materials for lobster traps/wharves (commercial fisherman) and snorkeling

Other activities mentioned were:

Beach clean-ups, birdwatching, Bush Island Boat launch, cattle pasture land, cruising, cutting firewood, day trips, day use for beach, drones, ecotourism, endangered bird monitoring, events – family friendly, fireworks, foraging (seaweed, etc.), getting engaged, kite surfing, mooring/anchoring, off-leash dog walking, outhouses, paddle around, photography, picnics, residential boating, scuba diving, stand-up paddleboarding, star gazing, surfing, trapping – beaver/mink/otter, visit with friends, volleyball, watersports, and tourism group visit.

What activities would you like to see permitted on the Island?

A variety of responses were received at the public session and online. The following answers that received 3 or more responses in order of the highest ranked were:

- Camping (same as it is now)
- Hunting (Deer/Duck/Rabbit)
- Hiking, mooring
- Fishing, swimming
- Outhouses
- Canoeing/kayaking
- Clam/shellfish digging, day trips, foraging/honorable harvesting, open fires/campfires, sailing, snorkeling
- Bird watching, boating, picnics, trapping – beaver/mink/otter

Other activities mentioned were:

Beach, beach clean-ups, boating, Bush Island Boat launch, cattle pasture land, commercial activities (targeted, low impact), cruising, cutting firewood, designated trails through signage, drones, eco tourism, educational purposes/programming, endangered bird monitoring, events – family friendly, events - traditional adult, fire – controlled fire site, fire – premade fire uses, fireworks, garbage (TOWYTI), kite surfing, leave no trace activities, local recreational fishing, local recreational hunting, materials for fishermen (controlled/restrictions), motorized boating, new trail (away from nesting areas), no damage to ecosystem, off-leash dog walking, paddle around, photography, provided firewood (prevent harvesting), sand dollar collecting, scuba diving, stand up paddleboarding, star gazing, surfing, tourism group visits, traditional uses, visit with friends, volleyball, watersports, sightseeing, protection of wildlife, a hiking trail or two and exploring.

What activities would you like not to be permitted on the island?

A variety of responses were received at the public session and online. The following answers that received 3 or more responses in order of the highest ranked were:

- Building/Development/Permanent Structures
- Forestry/Clearcutting
- Destination tourism promotion
- Mining, formal campsites requiring bookings/permits and destination tourism promotion
- Commercial operations and livestock grazing
- Clean energy farms (solar/wind)

Other activities mentioned were:

Restriction on movement/land access, golf course, Air BnB's, large scale activities, contaminated waste dumping/garbage left, motorized vehicles (ATV's, SbyS), new trail development, commercial sightseeing, signage, importing lumber to the island, wharf, armour rock/erosion prevention, movie production, outhouses, camping but permit a large number of people for evening, tour groups, development, formal ferry service and wood harvesting.

What are your hopes for the future of Cape LaHave Island?

A variety of responses were received at the public session and online. The following answers that received 3 or more responses in order of the highest ranked were:

- Keep exactly the way it is/status quo
- Protected from Development and Private Ownership
- Municipal beach clean/Annual clean-up/waste management

Other hopes that were mentioned:

Properly structured easement – fearful of a reputation like that of Halifax Commons, never any development, minimal management, no actual campground or official park, protected from development and private ownership, remains common lands, in favour of the expertise Nature Trust brings to maintain what is already there, a lot like the past, proper outhouse, ecological protections for species/sensitive areas, no overuse, no promotional marketing, let nature take its course (i.e. storms, erosion), online code of conduct (MODL & Nature Trust), interpretive panel, things change as population grows, signage around leave no trace waste management, keep it natural, camping control (maximum occupancy/enforcement), one of the most important projects MODL has undertaken to add another layer of protection, shame to lose it, open to commercial tours, no buildings permitted, protection from becoming a tourist destination like Peggy's Cove, that it remains a wild place where humans take a back seat to nature, multi-use commons/parks with maintained hiking trails, camp areas with toilets, some sheep on the island, nest boxes to increase birds/bats, and no new trail creation.

The feedback received at the May 13, 2024, public information and feedback session, along with the online comments, align with comments made during the 2020 online public consultation that was conducted during the pandemic. The 2020 Cape LaHave Engagement Report can be found on the MODL Engage site. The four key themes outlined in the report received from the public were:

1. Cape LaHave Island is of significant value to the community.
2. Maintain current level of development.
3. Education is key.
4. Additional consultation desired.

The May 13, 2024, public information and feedback session was directly in response to number 4.

Questions Posed by the Public and MODL/Nature Trust Responses

After the presentation, and participants engaging in each question, residents posed a number of questions. They were:

1. How does an easement affect waters, high water mark?
2. Can fireworks be permitted?
3. Can the easement have prohibited uses that were allowed in the original grant?
4. What is habitable restoration?
5. Does MODL own the island, or is it just in trust to them?
6. Is the land already protected by the Common Lands Act?
7. What can a conservation easement do to protect the Island any more than the Commons Land Act.
8. What research exists that clearly shows that animals are detrimental to the ecosystem?
9. What are the timelines & how will it be communicated?

For a number of these questions, legal opinions from both the Municipality's and the Nature Trust's solicitors was provided.

1. How does the easement affect water, high water mark?

- a. This question is a little vague, we are interpreting it to refer to how the conservation easement might impact access to or use of water resources, including the rights associated with the high-water mark. In Nova Scotia, the land below the high-water mark (the line reached by the highest tide) is generally considered public land, managed by the provincial government. If the island has a conservation easement, it should not change public access to the intertidal zone or water.
- b. Since the easement will include restrictions on development, it might limit certain activities near the high-water mark, such as docks, shoreline stabilization, or land clearing.
- c. The high-water mark defines the boundary of sensitive coastal habitats, including salt marshes and intertidal zones, which are critical for biodiversity. A conservation easement can help protect these areas.
- d. If the question is about long-term impacts, sea level rise may shift the high-water mark over time. The Conservation easement would account for this by allowing natural coastal processes to continue without intervention (e.g., no artificial barriers), following the legal boundary of the island.

2. Can fireworks be permitted?

This would be outlined in the conservation easement between the Municipality of the District of Lunenburg and the Nature Trust. With fireworks not being classified as environmentally friendly it is anticipated they would not be allowed.

3. Can the easement have prohibited uses that were allowed in the original grant?

Yes, the easement can outline uses that are permitted and not permitted, which may vary from the original uses that were allowed in the original grant. The 2023 amendment, especially read together with the Conservation Easement Act, may implicitly supersede the purposes of the original grant by allowing the municipality to grant a conservation easement over the land. The 2023 amendment indicates that the permissible and prohibited uses of the land may change once a conservation easement is in place.

4. What is habitable restoration?

We assume this question refers to habitat restoration, which refers to the process of repairing and improving natural ecosystems that have been degraded or altered. This is accomplished by restoring native vegetation, improving wildlife habitat, and addressing environmental damage. This can involve actions like replanting native plants, removing invasive species, and creating better conditions for wildlife to thrive.

5. Does MODL own the island, or is it in trust to them?

MODL has control and management of the island. The amendment to the Commons Land Act made in 2023 expressly permits the Municipality to grant a conservation easement over the island.

6. Is the land already protected by the Common Lands Act?

The land is protected as common land by the Lunenburg Commons Lands Act, but it is not necessarily protected for conservation purposes. Future councils could potentially request that the Act be amended enabling the land to be sold or to make changes to open it up for development.

7. What can a conservation easement do to protect the Island any more than the Common Lands Act?

The Lunenburg Common Lands Act is not directed towards the environmental protection of the Island, whereas a conservation easement would prioritize environmental protection. The Conservation Easement Act would provide a layer of purpose and protection that is not present in the Lunenburg Commons Act.

The other layer of protection the conservation easement would bring is it would ensure the natural state of the island is kept in perpetuity. The Common Lands Act has been amended several times. We are not suggesting this would ever happen, but Council could in the future request an amendment to the Act to enable the council to sell or lease the island, but with a conservation easement in place, even if the Act was amended, the conservation easement goes with the land. This means the terms of the conservation easement would need to be adhered to by the owner.

8. What research exists that clearly shows that animals are detrimental to the ecosystem?

Cape LaHave Island has generally thin, rocky soils that are fragile and can be easily damaged by cattle hooves. Trampling can compact the soil, making it harder for water to soak in, leading to increased runoff and erosion. Since coastal islands are already prone to erosion, heavy grazing could strip away protective vegetation, leaving the land more vulnerable to storms and high tides and altering the landscape (Trimble & Mendel, 1995; San Francisco Estuary Institute, 2020, Point Reyes National Seashore Study, 2020). The island does not naturally grow the grasses and other forbs that cattle typically graze on in large amounts, so they might eat shrubs, mosses, and other slow-growing plants instead. This could upset the balance of the ecosystem and harm plant communities that are not adapted to grazing. Damage from cattle grazing to the plant communities could take years or even decades to recover. Incompatible grazing could impact a variety of habitats including wetlands, dunes, and forested areas, reducing habitat for birds, pollinators, and other wildlife (Kuhfeldt et al., 2016; Point Reyes National Seashore Study, 2020).

The island is a breeding ground for Piping Plovers (*Charadrius melodus*), a species at risk designated as endangered in Canada, and a species that could be negatively impacted by trampling and habitat changes (Environment Canada, 2012). Other species at risk, including Monarch butterflies (*Danaus plexippus*) and Yellow-banded Bumblebees (*Bombus terricola*), rely on flowering plants that could be depleted by cattle. Other wetland birds found on the island, like Lesser Yellowlegs (*Tringa flavipes*) may also be affected if their feeding grounds are disturbed, and riparian vegetation trampled to provide cattle with fresh water.

Cattle can bring in non-native seeds through their feed and manure, leading to the spread of invasive plants that could outcompete native species (Fleischner, 1994). Grazing can also change the natural nutrient cycle of the land due to grazing patterns and nutrient load from dung, making it harder for slow-growing native plants to survive (San Francisco Estuary Institute, 2020). If cattle require supplemental feed, it must be carefully sourced to avoid introducing invasive plant species that could spread beyond grazing areas and disrupt native plant communities and may require additional infrastructure to support (i.e. fencing, hay barn etc.). Additionally, cattle themselves can act as invasive species as these coastal islands would not have historically had large grazing herbivores. Public enjoyment

of the island may also be a source of conflict. Cattle could interfere with hiking, camping, and wildlife viewing on the island. Trails and campsites may be degraded by hoof damage or livestock waste. There are potential safety concerns that could arise if cattle become aggressive or disrupt visitors, particularly during calving season. There is a potential impact on the cattle producers as well if their cattle are spooked or injured due to people recreating on the island.

Considerations If Cattle Grazing Occurs on The Island

If cattle grazing continues as a use on the island, careful planning is needed to minimize environmental harm and public safety concerns. Key considerations are noted below.

- Overgrazing can lead to long-term land degradation, and because these coastal islands did not evolve with large herbivores like the prairie landscape did, the vegetation is not well adapted to significant grazing. The number of cattle the land can support without causing damage is called the carrying capacity, which depends on the amount of available forage, soil type, and climate. A range health assessment would need to be conducted to look at the carrying capacity of the land and assess the proper stocking rates through calculating the amount of forage required by one animal unit (AU) for one month. This is called an Animal Unit Month (AUM) and is a standard for setting grazing rates. One animal unit is defined as a 1,000 lb. (450 kg) beef cow with or without a nursing calf with a daily intake requirement of 26 lb. (11.8 kg) of dry matter forage. These numbers need to be followed and monitored closely.
- Grazing may need to be limited to certain seasons to avoid sensitive times of year for certain species, like bird nesting or plant regeneration periods. There may also need to be more intervention from the cattle producer using tools like temporary electric fencing to look at rotational grazing (where cattle are moved between different sections) to prevent overuse of any one area or protect especially sensitive or human used areas.
- Providing supplemental feed may be necessary if natural forage is insufficient. However, all supplemental feed must be carefully screened to prevent the introduction of invasive plant species. Similar considerations should be looked at for water sources, especially with the limited freshwater supply on the island. Additional infrastructure may be required to support cattle on the island.
- Signage and education would need to be added for visitors to the island to inform them that cattle are on site.

In conclusion, introducing cattle grazing to this coastal island has the potential for serious environmental risks, including erosion, habitat destruction, introduction of invasive species, and conflicts with wildlife conservation and recreation. If grazing is carefully managed with limits on numbers, seasonality, and containment, some but likely not all, impacts could be mitigated.

9. What are the timelines & how will it be communicated?

There are decisions that Council needs to make that directly relate to next steps and timing, including confirming that Council is still interested in entering into the conservation easement with the Nature Trust and determined how the public will be informed moving forward. If Councils agrees, the intention is to have the conservation easement signed this year (2025). Next steps to achieving that are below:

- MODL and Nature Trust solicitors review the draft easement documents
- Hold a public information session (if required) in May/June
- Nature Trust staff visit the island to confirm baseline conditions for the easement, to supplement the information already gathered
- Back to council for approval and signing, if approved

Conclusion

The main themes that came from the community information and engagement session hosted in May 2024 aligns with the feedback received from the public in 2020 which are:

1. Cape LaHave Island is of significant value to the community.
2. Maintain current level of development.
3. Education is key.
4. Additional consultation desired.

People stated they wanted to keep Cape LaHave Island in its natural state, not to develop it, and maintain the low impact recreational uses currently happening. The top three responses in 2024 when it came to hopes for the island were:

- Keep exactly the way it is/status quo
- Protected from Development and Private Ownership
- Municipal beach clean/Annual clean-up/waste management

References

- Environment Canada. (2012). **Recovery Strategy for the Piping Plover (*Charadrius melodus*) in Canada**. Ottawa, ON.
- Fleischner, T. L. (1994). **Ecological costs of livestock grazing in western North America**. *Conservation Biology*, 8(3), 629-644.
- Kuhfeldt, M., Baldwin, R. F., & Peery, M. Z. (2016). **Effects of livestock grazing on ecosystem structure and function in coastal landscapes**. *Applied Ecology*, 53(2), 412-420.
- Micol T. & Jouventin P. (1995) Restoration of Amsterdam Island, South Indian Ocean, following control of feral cattle. *Biological Conservation*, 73, 199-206
- San Francisco Estuary Institute. (2020). **Livestock Grazing and Its Effects on Coastal Grasslands**. [Accessed Online](#)
- Point Reyes National Seashore Study. (2020). **Ecological role of cattle at Point Reyes National Seashore**. [Accessed Online](#).
- Trimble, S. W., & Mendel, A. C. (1995). **The cow as a geomorphic agent—a critical review**. *Geomorphology*, 13(1-4), 233-253.
- Wikipedia. (2024). **Amsterdam Island Cattle Case Study**. [Available Online](#).

THIS CONSERVATION EASEMENT made in duplicate

this _____ day of September, A.D., 2025.

BETWEEN:

The Municipality of the District of Lunenburg, of the Province of Nova Scotia, with postal code B4V 9E4 (the "GRANTOR")

OF THE FIRST PART

- and -

NOVA SCOTIA NATURE TRUST, a body incorporated under the *Societies Act* of Nova Scotia, with its head office at Dartmouth, Nova Scotia, Canada (the "HOLDER")

OF THE SECOND PART

RECITALS:

1. The intent of this Conservation Easement is to ensure the protection in perpetuity of certain lands located in Nova Scotia, Canada identified as PID 60358793 and as described more particularly in Schedule "A", and as depicted generally in Schedule "B" and commonly known as Cape LaHave Island (hereafter called "the Property"), both attached hereto and made a part hereof by this reference.
2. The GRANTOR is the apparent owner of and has apparent management and control of the Property pursuant to the *Lunenburg Common Lands Act*, SNS 1897 (60 Vic), c 72, as renamed by *An Act to Amend Chapter 72 of the Acts of 1897, An Act Relating to Common Lands in the County of Lunenburg*, SNS 1997, c 10, s 1, as further amended from time to time (the "Common Lands Act").
3. Section 4(5A) of *An Act to Amend Chapter 72 of the Acts of 1897, the Lunenburg Common Lands Act*, SNS 2023, c 24 (the "2023 Act") states that "Notwithstanding subsection (2), the municipal council may grant a conservation easement with respect to the common lands on Cape LaHave Island."
4. It is the GRANTOR'S intent:
 - i. To protect forever the natural ecosystems, native species, habitats, landforms, and other natural features and phenomena of the Property, and to allow natural processes to occur on the Property.

It is the GRANTOR'S further intent:

 - ii. That the HOLDER ensure that all future owners of the Property uphold the GRANTOR'S and HOLDER'S conservation intents and wishes for the Property as specifically set forth in this Conservation Easement;
5. The GRANTOR and HOLDER have agreed to enter into this Conservation Easement respecting the specific conservation values and features of the Property which are particularly described in the Baseline Documentation Report (as defined herein at Article 5.3).

IN CONSIDERATION of the mutual covenants, easements, restrictions and affirmative rights contained herein, and pursuant to the Act, the GRANTOR, pursuant to Section 4(5A) of the 2023 Act, hereby covenants and agrees with and gives and grants to the Nova Scotia Nature Trust as the HOLDER, and the HOLDER hereby accepts, a Conservation Easement in gross on the Property, consisting of the foregoing recitals and the following purposes, terms, provisions, covenants, easements, restrictions, and affirmative rights subject to title matters of record and the reserved rights of owner set forth herein, as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Conservation Easement:

- a) **"Act"** means the *Conservation Easements Act*, S.N.S., 2001, c. 28, s. 1, as amended from time to time, and any statute that may be enacted to modify or replace the same;
- b) **"Agreed Uses"** means the permitted, restricted and prohibited uses of the Property as set out in Schedule "" attached to this Conservation Easement (and made a part hereof by reference) and described in Article 6;
- c) **"Agreement"** means this conservation easement agreement and the schedules attached which form part of the Agreement, as of the date of this Agreement and as amended,
- d) **"Baseline Documentation Report"** means the report as set out in Articles 5.3 and attached as Schedule "E";
- e) **"Conservation Easement"** means this agreement, including its recitals, purposes, terms, provisions, covenants, restrictions, and affirmative rights granted to the HOLDER, and the Agreed Uses, made pursuant to the Act and the schedules attached which form part hereof, as of the date of this Conservation Easement and as amended from time to time;
- f) **"Eligible Body"** means an Eligible Body pursuant to the Act.
- g) **"Environmental Laws"** means all applicable laws now or hereafter in existence concerning, governing or regulating contamination, pollution, protection or preservation of the environment or otherwise relating to the environment (including the air within any structure or underground space) or to environmental aspects of sustainability or resource consumption, including applicable laws pertaining to (i) the use, generation, storage, removal, recovery, treatment, handling, manufacture, processing, treatment, release, transport, disposal, control, discharge of, or exposure to hazardous substances and (ii) reporting, licensing, permitting, investigating and remediating the presence of hazardous substances;
- h) **"GRANTOR"** means the above-named party of the first part and any person who at any time after registration of this Conservation Easement becomes the registered owner of or assumes management and control of the Property or any part thereof or any ownership interest therein, including being a trustee for any beneficial owner of the Property above, and any use of the singular herein shall be deemed to include the plural in the case of multiple owners or managers of the Property, who shall be responsible hereunder as GRANTORS jointly and severally;
- i) **"HOLDER"** means the Nova Scotia Nature Trust and any assignee or successor of the rights granted hereunder to the Nova Scotia Nature Trust permitted or contemplated by the Act and Section 15.1 hereof;
- j) **"Property"** means Parcel Identification Number 60358793 of land in the Lunenburg, owned by the GRANTOR and situate Municipality of the District of Lunenburg, Province of Nova Scotia, more particularly described in Schedule "A" and indicated on the Property Map shown in Schedule "B" attached to this Conservation Easement, and includes any buildings, erections and improvements now existing or constructed pursuant to this Conservation Easement. The Conservation Easement does not include the public lands adjacent to the Property below the high-water mark
- k) Any reference to **"Remediation, "Restore, or "Restoration"** used singularly or in combination shall be interpreted as interchangeable and mean the return of the natural elements of the Property (including but not limited to its natural physical features and environmental condition) to the condition that they existed as of the date of this Conservation Easement or as close as possible to the condition the Property existed as of the date of this Conservation Easement having regard to the circumstance, or if agreed upon by all parties, to a state with superior ecological value that existed prior to the date of this Conservation Easement. For greater certainty, in respect of the environmental contamination of the Property, "Remediation, "Restore, or "Restoration", used singularly or in combination shall be interpreted as returning the Property to be in

compliance with Environmental Laws.

ARTICLE 2 - GRANT OF A CONSERVATION EASEMENT

- 2.1 The GRANTOR hereby grants in perpetuity to the HOLDER, the following Conservation Easement on, over and across the Property, consisting of the recitals, purposes, terms, covenants, restrictions, and reserved rights of the GRANTOR set forth herein, and affirmative rights granted to the HOLDER herein. Both parties agree to abide by the terms of this Conservation Easement.

ARTICLE 3 –PURPOSE OF THE CONSERVATION EASEMENT

- 3.1 The purpose of this Conservation Easement, consistent with the GRANTOR’S and HOLDER’S intentions, is to protect and preserve in perpetuity the conservation values and features of the Property, including, but not limited to, the natural ecosystems, naturally occurring native species and species assemblages, habitats, landforms, and other natural features and phenomena of the Property, and to allow natural ecological and evolutionary processes to occur on the Property. This Conservation Easement is intended to confine the use of the Property to such activities as are consistent with the purpose of this Conservation Easement and to prevent any use of the Property that will significantly impair or interfere with the natural, scenic, and wildlife values of the Property.
- 3.2 The GRANTOR and the HOLDER recognize that impacts from climate change and impacts from other phenomena such as, among others, floods, disease, insects, and fire, may dramatically alter the condition of the Property; the GRANTOR and the HOLDER agree that this Conservation Easement remains in force regardless of any impacts due to such phenomena and, when agreed upon by both GRANTOR and HOLDER, remediation work may be done to mitigate damages associated with the above noted phenomena.
- 3.3 Any interpretation of this Conservation Easement shall be liberally made to be consistent with the purposes of the Conservation Easement as stated in this Article.

ARTICLE 4 - RIGHTS RESERVED BY THE GRANTOR

- 4.1 Except as otherwise limited in the Conservation Easement, the GRANTOR retains all rights accruing from ownership and management and control of the Property. These rights include the right to access and engage in or permit or invite others to access and engage in all uses of the Property that are in accordance with this Conservation Easement and are consistent with the purpose of this Conservation Easement and are permitted under the Agreed Uses set out in Schedule “D” but not including the Prohibited Uses set out in Schedule “D”, attached hereto and made a part hereof by reference.
- 4.2 Notwithstanding anything to the contrary in this Agreement, the general public may have access to the Property pursuant to the terms of the Common Lands Acts provided that such access does not contravene the agreed permitted and prohibited uses set out in Schedule D.

ARTICLE 5 - GENERAL REPRESENTATIONS AND WARRANTIES

Representations and Warranties made by the HOLDER

- 5.1 The HOLDER represents and warrants that it is an Eligible Body and has the right to enter into this Conservation Easement under the Act.

Representations and Warranties made by the GRANTOR

- 5.2 The GRANTOR covenants and warrants that they will advise any licensee or lessee of the Property, or anyone for whom the GRANTOR is legally responsible or for whom the GRANTOR holds the Property, of the requirement to observe and perform the obligations contained in this Conservation Easement.

Representations and Warranties made by both the GRANTOR and the HOLDER

- 5.3 The parties confirm that they have each received and reviewed a copy of the Baseline Documentation Report for the Property, dated _____ (the original of which is kept at the offices of the HOLDER). The parties agree that the Baseline Documentation Report accurately describes the present condition, current uses and features of the Property and its natural and open space resources as of the date of this Conservation Easement and have so certified on the Baseline Documentation Report and included as Schedule "D". The parties agree that the Baseline Documentation Report is intended to serve as an objective information base for monitoring compliance with this Conservation Easement and future uses of the Property. The parties agree that any change in the condition of the Property or any act that may violate a condition of this Conservation Easement is deemed to have occurred after this Agreement comes into effect, notwithstanding that the change in condition or act may have occurred between the date of the Baseline Documentation Report and the coming into effect of this Conservation Easement.
- 5.4 The parties agree that from the registration of this Conservation Easement, the intent is that the burden of this Conservation Easement shall run with and bind the Property in perpetuity and shall operate for the benefit of the general public, and shall be binding upon all parties to this Conservation Easement, and their respective heirs, executors, administrators, successors and assigns, and any person who becomes the owner, occupier or manager of the Property, or an interest therein, after the Conservation Easement is created.

ARTICLE 6 - AGREED USES OF THE PROPERTY

- 6.1 The Property shall be used only in accordance with this Conservation Easement, and to the full extent applicable hereunder, in accordance with Article 3 and the Agreed Uses as set out in Schedule "D", which shall be deemed to be easements, restrictions, and covenants, governed by and having the benefit of the Act.
- 6.2 This Conservation Easement may be amended by written agreement between the GRANTOR and the HOLDER. The GRANTOR and HOLDER recognize that rare and extraordinary circumstances could arise which warrant modification of certain provisions of this Conservation Easement. To this end, subject to more restrictive laws and regulations, if any, the GRANTOR and HOLDER have the right to agree to amend this Conservation Easement to enhance the conservation values of the Property or add real property subject to this Conservation Easement by an amended easement, provided that no amendment shall:
- a) Affect the Conservation Easement's perpetual duration,
 - b) Conflict with or be contrary to or inconsistent with the conservation purposes of this Conservation Easement,
 - c) Reduce the protection of the conservation values set forth in this Conservation Easement,
 - d) Affect the status of the HOLDER as an Eligible Body, or
 - e) Violate the restrictions in Schedule "D" attached hereto.

Amendments will become effective upon recording of an easement amending agreement on title to the Property. Nothing in this paragraph shall require the GRANTOR or the HOLDER to agree to any amendment or to consult or negotiate regarding any amendment.

ARTICLE 7 - HOLDER'S RESPONSIBILITIES

- 7.1 The HOLDER shall:
- a) Retain the Baseline Documentation Report described in Article 5.3 including all maps, photographs and records on the condition of the Property at the time of the granting of this Conservation Easement;
 - b) As provided in this Conservation Easement, carry out monitoring, stewardship, enforcement against the GRANTOR, and remediation on the Property that, in the opinion of the HOLDER, is required to uphold the purposes, terms, and conditions of this Conservation Easement. Costs associated with the enforcement of the terms of this

easement and remediation will be shared between the HOLDER and the GRANTOR;

- c) Communicate with the GRANTOR by sending the full annual monitoring report, which includes the results of monitoring, stewardship, enforcement, and remediation conducted on the Property; and

ARTICLE 8 - GRANTOR'S RESPONSIBILITIES

- 8.1 The GRANTOR shall continue to care for and operate the Property as would a careful and prudent owner including but not limited to:
 - a) Maintaining the Property in a manner consistent with this Conservation Easement and keeping the Property free of any claims or liens and liabilities except those specifically permitted in this Conservation Easement;
 - b) Retaining all occupier's liabilities and other liabilities and responsibilities, such as hazard mitigation, related to the ownership, operation and maintenance of the Property;
 - c) Acting reasonably and in good faith given the intention of this Conservation Easement, carrying and maintaining standard property insurance coverage including third party liability, naming the HOLDER, or its successor or assign, as a named insured (if reasonably available) and, upon request, providing the HOLDER proof of the same;
 - d) Paying municipal and provincial taxes and fees, the non-payment of which may give rise to a lien or charge on the Property; and
 - e) Advising the HOLDER, as soon as is reasonably possible, if the GRANTOR becomes aware of any damage to the Property or of any breach of this Conservation Easement or of any use inconsistent with this Conservation Easement by any person, whether or not a party to this Conservation Easement.
- 8.2 The GRANTOR has the right to use the Property as collateral to secure the repayment of debt, provided that the rights of the HOLDER to enforce the terms, restrictions and covenants created under this Conservation Easement shall not be extinguished by any public or privately placed lien or foreclosure of any mortgage, regardless of date. Any public or private lien placed against the Property is automatically subordinate to this Conservation Easement.

ARTICLE 9 – SHARED RESPONSIBILITIES

- 9.1 With the co-operation of and at the shared cost of the HOLDER and the GRANTOR, the parties will defend the legal right of the GRANTOR to grant this Conservation Easement, including but not limited to challenges to the GRANTOR's ownership, management and control of the Property, as agreed upon by both the HOLDER and GRANTOR.

ARTICLE 10 -RIGHTS CONVEYED BY THE GRANTOR TO THE HOLDER

General Rights of Protection and Preservation:

10.1 The GRANTOR expressly conveys the following affirmative rights to the HOLDER:

- a) To preserve and protect the conservation values of the Property in accordance with this Conservation Easement;
- b) To enforce the terms of this Conservation Easement by actions at law and in equity, including the right to require the GRANTOR to restore the Property and to preserve and protect the conservation values of the Property in accordance with this Conservation Easement;
- c) To remediate any damage to natural resources on the Property resulting from a breach of this Conservation Easement;

- d) To enter the Property for stewardship, monitoring, and enforcement purposes in accordance with Article 10.2;
- e) To require the GRANTOR, at the GRANTOR'S expense, to cure any breach of this Conservation Easement for which the GRANTOR is responsible hereunder.

Limited Right of HOLDER Access to the Property

- 10.2 The GRANTOR grants to the HOLDER access to the Property for the purpose of determining, through inspection, testing or otherwise, whether in its opinion the terms of this Conservation Easement are being complied with and the purpose of this Conservation Easement is being achieved.
- 10.3 The GRANTOR grants to the HOLDER access to the Property for educational and scientific purposes with the agreement of the GRANTOR, which agreement shall not be unreasonably conditioned, delayed or withheld.
- 10.4 The GRANTOR grants to the HOLDER access to the Property to carry out any remediation and, restoration of the Property as are necessary or desirable and permitted under this Conservation Easement.
- 10.5 The exercise by the HOLDER of its rights under this Article shall be subject to the following:
 - a) Entry may be made by the directors, officers, employees, agents, servants, invitees, and contractors of the HOLDER with such vehicles, equipment, and materials as is reasonably necessary to fulfill the HOLDER'S obligations under this Conservation Easement; and
 - b) The HOLDER shall take all reasonable measures to interfere as little as possible with the reasonable use and enjoyment of the Property by the GRANTOR. The HOLDER shall give prior written notice of at least twenty-four (24) hours to the GRANTOR unless, in the opinion of the HOLDER, there is an emergency or other circumstance that precludes the giving of such notice. In cases where the HOLDER must undertake significant remedial work to correct a breach of the Conservation Easement, it will provide fourteen (14) days prior written notice to the GRANTOR.

ARTICLE 11 – DEFAULT

Breach of Conservation Easement by GRANTOR

- 11.1 In the event of a breach or default by the GRANTOR of the obligations of the GRANTOR under this Conservation Easement, the HOLDER may take any action available to it at law, in equity, by statute or under this Conservation Easement, and may seek injunctive and mandatory relief, and may recover damages from the GRANTOR, and shall have the right to require the GRANTOR to restore the Property to a condition in compliance with this Conservation Easement, and shall have the right to reimbursement of its costs of enforcement, including reasonable legal fees on a solicitor/client basis, and of any costs of restoration undertaken by HOLDER. The HOLDER acknowledges and agrees that a challenge to the GRANTOR's title to or management and control of the Property or to enter into this Conservation Easement shall not be considered a breach or default hereunder.
- 11.2 In the event of a breach or default by the HOLDER of the obligations of the HOLDER under this Conservation Easement, the GRANTOR may take any action available to it at law, in equity, by statute or under this Conservation Easement, and may seek injunctive and mandatory relief, and may recover damages from the HOLDER, and shall have the right to require the HOLDER to restore the Property to a condition in compliance with this Conservation Easement, and shall have the right to reimbursement of its costs of enforcement, including reasonable legal fees on a solicitor/client basis, and of any costs of restoration undertaken by GRANTOR.

Breach of Conservation Easement by a Third Party

- 11.3 In the event of a breach of the terms or conditions of this Conservation Easement by a third party which occurs without the knowledge, authorization, or consent of the GRANTOR, the GRANTOR and the HOLDER will work together in finding a mutually agreeable manner in which to address the breach and assure remediation and restoration of the Property, subject to the following:
- a) The GRANTOR will apply any proceeds of insurance which may be available as a result of the damage, to the remediation of the Property;
 - b) The HOLDER will be responsible for any research required around an ecological response or restoration;
 - c) The GRANTOR, at its option and in consultation with the HOLDER, may pursue the third party for recovery of damages or join in any legal action with the HOLDER for injunctive relief and recovery of damages. Any such damages shall be applied to the costs of the recovery and to remediation of the Property, to the extent that these costs have not already been recovered through insurance or otherwise; and
 - d) The GRANTOR and HOLDER shall work together to deter future third party breaches of a similar nature, which may include on and off property public education.

Notice of Default to the GRANTOR

- 11.4 The HOLDER shall provide notice of default to the GRANTOR unless, in the opinion of the HOLDER, it is not feasible to delay for the notice period, as set out in Article 10.5(b), because of the nature of the default or other circumstances, such as the need to prevent an imminent breach or stop an ongoing breach that will cause irreparable harm to the conservation values of the Property, by emergency injunctive relief, ex parte as necessary. After a notice of default, if given, the GRANTOR shall have thirty (30) days after receipt of the notice to remedy the default or make arrangements satisfactory to the HOLDER to commence and complete the same within a reasonable time. If the GRANTOR does not do so, the HOLDER, by itself, its directors, officers, employees, agents, servants or contractors, may enter the Property and cure the default.

HOLDER Reimbursement for Costs and Expenses relating to Default by GRANTOR

- 11.5 The GRANTOR shall reimburse the HOLDER for the cost of remedying the default as outlined in the notice in Section 11.4, as well as any reasonable costs and expenses of enforcement, including court costs, reasonable legal fees on a solicitor-client basis and disbursements, tax and any other payments ordered by a Court or other decision-maker chosen by mutual consent of the parties. Such costs and expenses incurred by the HOLDER shall, until paid to it by the GRANTOR, be a debt owed by the GRANTOR to the HOLDER with interest as provided in Article 16.7. The debt with such interest shall be a charge upon the Property.

Compensation to the HOLDER for Extinguishment of Perpetual Easement

- 11.6 In the event that the conservation values or features of the Property are irreparably and permanently damaged, and that the conservation purposes of this Conservation Easement can no longer be accomplished, the parties agree that this Conservation Easement may be terminated only by approvals under the Act and other applicable law, and that the HOLDER is absolutely entitled to a share of the proceeds of any sale, exchange or involuntary conversion of the thereafter-unrestricted Property, according to the HOLDER'S proportional interest in the Property. The HOLDER'S proportional interest is determined as of the date of this grant in the manner set out in Article 11.7. The HOLDER will use any such proceeds received by it for its conservation purposes. The HOLDER'S right to proceeds shall remain a lien against the Property following the termination of the Conservation Easement in accordance with the terms of this paragraph until the HOLDER'S proportional interest is paid to the HOLDER in full.

Percentage Interests

- 11.7 The GRANTOR and HOLDER hereby confirm that the donation of this Conservation Easement gives rise to a property right immediately vested in the HOLDER, with a value for purposes of this paragraph determined as follows. The parties hereto stipulate that as of the effective date of this grant, the Conservation Easement and the restricted fee interest in the Property each represent a percentage interest in the fair market value of the Property (HOLDER'S percentage interest is referred to herein as HOLDER'S "proportionate share"). Said percentage interests shall be determined by the ratio of the value of the Conservation Easement on the effective date of this grant to the value of the Property, without deduction for the value of the Conservation Easement, on the effective date of this grant. For purposes of this paragraph, the ratio of the value of the Conservation Easement to the value of the Property unencumbered by the Conservation Easement shall remain constant, and the HOLDER'S proportionate share of the fair market value of the Property thereby determinable shall remain constant.

ARTICLE 12 – MEDIATION

- 12.1 If the parties disagree over any provision of or application of this Conservation Easement, including but not limited to the consistency of any proposed use or activity with the terms, conditions or purpose of this Conservation Easement, and the parties are unable to resolve such disagreement through unassisted consultation between themselves, and the GRANTOR or the HOLDER as the case may be, agrees not to proceed with or shall discontinue the use or activity at issue pending resolution of the dispute, either party may refer the dispute to mediation by request made in writing upon the other. Within thirty (30) days of the receipt of such a request, the parties shall select a single trained and impartial mediator. Mediation shall then proceed according with the following guidelines:

- a. **Purpose.** The purpose of the mediation is to:
- i. Promote discussion between the parties;
 - ii. Assist the parties to develop and exchange pertinent information concerning the issues in dispute;
 - iii. Assist the parties to develop proposals which enable them to arrive at a mutually acceptable resolution of the dispute.

The mediation is not intended to result in any express or de facto modification or amendment of the terms, conditions, or restrictions of this Conservation Easement.

- b. **Process.** The mediator may meet with the parties and their counsel jointly or ex parte. The parties agree that they will participate in the mediation process in good faith and expeditiously. Representatives of both parties with settlement authority will attend all mediation sessions as requested by the mediator.
- c. **Confidentiality.** All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the parties or their respective counsel. The mediator shall not be subject to subpoena by any party. No statements made or documents prepared for mediation sessions shall be disclosed in any subsequent proceedings or construed as an admission of a party.
- d. **No Obligation to Continue Mediation.** Neither party shall be obliged to continue the mediation process beyond ninety (90) days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute.
- e. **Costs.** Costs shall be borne by the parties in such a manner as is determined by the mediator based on the merits of the disagreement between the parties.

ARTICLE 13 – ARBITRATION

- 13.1 In the event the GRANTOR and the HOLDER are unable to agree upon a mediator or otherwise fail to resolve their disagreement through mediation, then the HOLDER or the GRANTOR may request arbitration pursuant to Nova Scotia's *Commercial Arbitration Act*, S.N.S. 1999, c..5, S.1, (as may be amended or replaced from time to time), or other such arbitration procedure as to which the parties may agree in writing, provided however that:
- a) Any arbitration shall involve a single arbitrator;
 - b) The arbitrator shall be bound by and follow the substantive law of the Province of Nova Scotia as if the dispute were tried in a court of law;
 - c) All issues that may in any manner relate to the controversy or dispute shall be resolved in the arbitration;
 - d) That termination of this Conservation Easement as to any portion of the Property may only be accomplished by Court order and approvals under the Act and other applicable law, as stated in Sections 11.6 and 16.7.

Costs shall be borne by the parties in accordance with Section 24 of the *Arbitration Act* R.S., c. 19, s. 1 or as set forth in any amended or successor legislation.

ARTICLE 14 – NOTICES

- 14.1 Any notice, which in this paragraph includes any request or waiver, provided or given under this Conservation Easement, shall be sufficiently given by either party if in writing and delivered by hand, sent by facsimile or other means of electronic communication (provided that the sender obtains a receipt providing proof of delivery) or mailed by prepaid registered post as follows:
- if to the HOLDER, the **Nova Scotia Nature Trust** at:

81 Prince Albert Road
Dartmouth, Nova Scotia, Canada
B2Y 1M1
Tel: (902) 425-5263
Fax: (902) 429-5263
Email: nature@nsnt.ca
Attention: Executive Director

and, if to the GRANTORS, **Municipality of the District of Lunenburg** at:

10 Allee Champlain Drive
Cooksville, Nova Scotia, Canada
B4V 9E4
Tel: (902) 541-1320
Fax: (902) 543-7123
Email: info@modl.ca
Attention: Chief Administrative Officer

- 14.2 Any notice delivered by hand or forwarded by facsimile or other means of electronic communication shall be deemed to have been given on the next business day following the day of delivery or forwarding. Any notice mailed shall be deemed to have been given on the seventh business day following the day of mailing. Rejection or other refusal to accept notices, or objections, or approvals by any party hereto shall be deemed receipt thereof.
- 14.3 Either party shall give notice to the other party of any change in the address (including email address) or fax number of that party. Thereafter the new address or fax number shall be used for providing notice under this Conservation Easement.

Constructive Denial

- 14.4 For activities or uses that are expressly permitted by the terms of the easement only with the HOLDER'S approval, the GRANTOR'S request for approval shall be in writing and shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit the HOLDER to make an informed determination regarding approval or denial of the request. Such a request shall be delivered to the HOLDER at least sixty (60) days prior to the anticipated start date of such activity or use. The HOLDER agrees to use reasonable diligence to respond to such a request within sixty (60) days of delivery. The HOLDER'S failure to respond to such a request within the sixty (60) day period shall be deemed a constructive denial. Because a constructive denial is not a decision by the HOLDER based on the merits of the GRANTOR'S request, it is not final or binding on the HOLDER, and the GRANTOR can resubmit the same or a similar request for approval.

ARTICLE 15 - LIABILITY LIMITATIONS, FORCE MAJEURE, INDEMNITY

GRANTOR Not Liable after Transfer of the Property

- 15.1 After the registration of a transfer of the Property to a New GRANTOR or transfer of management and control of the Property to a new GRANTOR to a new Grantor, the previous GRANTOR shall not be liable to the HOLDER for any breach of or default in the obligations owed to the HOLDER under this Conservation Easement committed after such transfer as permitted under the Act. Responsibility of a previous owner for breaches of this Conservation Easement committed prior to such transfer will survive transfer, unless the HOLDER has provided the previous GRANTOR with a certificate of compliance as of the date of the transfer.

Emergency Situations and Forces of Nature

- 15.2 Neither the GRANTOR nor the HOLDER shall be liable for any damage to or change in the Property resulting from causes beyond control of such party including, but not limited to accidental fire, flood, storm, earth movement, trespass, insect plague or disease, exotic intrusion, or from any prudent action taken by the GRANTOR under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

Indemnity of GRANTOR and HOLDER for Certain Losses

- 15.3 The GRANTOR shall indemnify and save harmless the HOLDER, its directors, officers, employees, contractors, servants, and agents from and against all claims, costs, damages, or other proceedings of any kind by or on behalf of any person, firm, or corporation arising out of any breach of this Conservation Easement or negligent act by the GRANTOR, any licensee or lessee of the Property or anyone for whom the GRANTOR is legally responsible.
- 15.4 The GRANTOR shall indemnify the HOLDER from and against any penalty or tax imposed under the *Income Tax Act* (Canada) arising from any change in the use of the Property or any part of the Property certified as ecologically sensitive land under the *Income Tax Act*, which penalty or tax shall be paid by the GRANTOR to the HOLDER or as the HOLDER shall direct.
- 15.5 The HOLDER shall indemnify, defend and hold harmless the GRANTOR, its directors, officers, elected officials, employees, contractors, servants and agents from and against any and all claims, costs, damages, or other legal proceedings of any kind or on behalf of any person, firm or corporation arising out of HOLDER'S breach of any provision of this Conservation Easement, or any negligent act and/or act of malfeasance by and/or on behalf of the HOLDER.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

Transfer of an Interest in the Property

- 16.1
- a) The HOLDER may assign this Conservation Easement, but only to an Eligible Body with purposes and powers that include the ownership of land or interests in land for the protection of natural resources and conservation values of land, or other objectives similar to those of the HOLDER

and that as a condition of transfer, agrees to uphold the conservation purposes of this grant.

- b) The GRANTOR hereby consents to the right of assignment. The HOLDER shall give prior notice to the GRANTOR of any assignments of the interest of the HOLDER under this Conservation Easement.
- c) The GRANTOR acknowledges the HOLDER shall register this Conservation Easement in the applicable Land Registration Office or Registry of Deeds as a Burden on the Property, which will give notice of the Conservation Easement.

Succession

- 16.2 If at any time it becomes impossible for the HOLDER to ensure compliance with the covenants contained in this Conservation Easement and the HOLDER has not named a successor or successor organization, or the HOLDER shall cease to exist, or the HOLDER shall cease to be an Eligible Body, then its rights and duties hereunder shall become vested in and fall upon a successor organization, provided that such entity accepts this Conservation Easement and is at the time of acceptance an Eligible Body and provided further that, if such entity does not accept this Conservation Easement or at such time of acceptance is not an Eligible Body, then the rights and obligations under this Conservation Easement shall vest in such entity as a court of competent jurisdiction shall direct, pursuant to the applicable law of Nova Scotia as to an Eligible Body (or corresponding provision of any future statute) with due regard to the purpose of this Conservation Easement.

Registration of this Conservation Easement at the Land Registration Office

- 16.3 The HOLDER shall register or cause to be registered this Conservation Easement at the Land Registration Office/Registry of Deeds for the County of Lunenburg, Province of Nova Scotia.

Failure to Exercise or Enforce Rights

- 16.4 No failure or delay by the HOLDER to enforce the terms of this Conservation Easement, or to require performance by the GRANTOR of any obligation of GRANTOR under this Conservation Easement shall affect the right of the HOLDER to enforce the same or to require performance of such obligation at any time in the future. No failure by the GRANTOR to perform any of its rights or obligations under this Conservation Easement shall be taken as a waiver, laches or estoppel of such performance or the performance of any other obligation in the future.

Time of the Essence

- 16.5 Time requirements, and any extension of time limits, shall be met by the parties. An extension shall not be seen as a waiver of any time limits.

Severability

- 16.6 All provisions of this Conservation Easement shall be severable. Should any provisions of this Conservation Easement be declared invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

Costs

- 16.7 Save as otherwise provided in this Conservation Easement or ordered by any mediator, arbitrator, court or tribunal, the GRANTOR shall have no responsibility for the costs of the HOLDER for fees and costs incurred by the HOLDER in administration of this Conservation Easement.

Law and Forum

- 16.8 This Conservation Easement shall be interpreted according to the laws of the Province of Nova Scotia and the laws of Canada and any disputes shall be resolved exclusively in the courts of the Province of Nova Scotia.

Further Assurances

- 16.9 Each party at the request of the other party shall execute and deliver such assurances and do such other acts as may be reasonably required or desirable to give full effect to the provisions and intent of this Conservation Easement.

Joint and Several

- 16.10 Whenever the GRANTOR should be comprised of more than one person, the obligations of the GRANTOR under this Conservation Easement shall be joint and several.

Entire Agreement

- 16.12 This Conservation Easement embodies the entire agreement of the parties with regard to the matters dealt with in this Conservation Easement. No understandings or agreements, verbal, collateral or otherwise, exist between the parties except as expressly set out in this Conservation Easement. This Conservation Easement may only be altered by means of a written memorandum signed by both parties. This memorandum shall be supplemental to and shall be deemed to form part of this Conservation Easement. This Conservation Easement shall not be changed, modified or discharged orally.

Headings

- 16.13 The headings in the body of this Conservation Easement form no part of the Conservation Easement but shall be deemed to be inserted for convenience of reference only.

Gender

- 16.14 This Conservation Easement shall be read with such changes of gender and number as the context requires. Any reference to a person shall be deemed to include a corporation, partnership or trust.

Interpretation of this Conservation Easement

- 16.15 The GRANTOR and HOLDER of this Conservation Easement agree that this Conservation Easement is intended to be liberally interpreted to be consistent with the purposes of the Easement as stated in Article 3.1, in favour of the interest of the HOLDER so as to further the conservation purposes of this Conservation Easement, and consistent with the policy and purpose of the Act. This rule of interpretation prevails over any otherwise applicable rule to the contrary. If any provision of this Conservation Easement is found to be ambiguous or conflicts with another, an interpretation consistent with the conservation purposes of this Conservation Easement shall govern.

Economic Hardship

- 16.16 In making this grant, the GRANTOR has considered the possibility that uses prohibited by the terms of this Conservation Easement may become more economically valuable than permitted uses, and that neighbouring properties may in the future be put entirely to such prohibited uses. It is the intent of both the GRANTOR and the HOLDER that any such economic changes shall not be deemed to be changed conditions or a change of circumstances justifying the judicial termination, extinguishment or amendment of this Conservation Easement.

[Signature Page Follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SIGNED, SEALED AND DELIVERED	)	
in the presence of:	)	THE MUNICIPALITY OF THE
	)	DISTRICT OF LUNENBURG
	)	
	)	
_____	)	_____
Witness	)	Name:
	)	Title:
	)	_____
	)	Name:
	)	Title:
	)	
	)	NOVA SCOTIA NATURE TRUST
	)	
	)	
_____	)	_____
Witness	)	Name: <i>Bonnie Sutherland</i>
	)	Title: Executive Director
	)	
	)	
_____	)	_____
Witness	)	Name:
	)	Title:

PROVINCE OF NOVA SCOTIA
CANADA

ON THIS _____ day of September, A.D., 2025, before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Nova Scotia Nature Trust, one of the parties thereto, signed, sealed and delivered the same in h__ presence.

A Notary Public in and for the
Province of Nova Scotia

SCHEDULE “A”

Attached to and forming part of the Agreement between the GRANTOR, of the first part, and the HOLDER, of the second part, dated as of the _____ day of September, 2025.

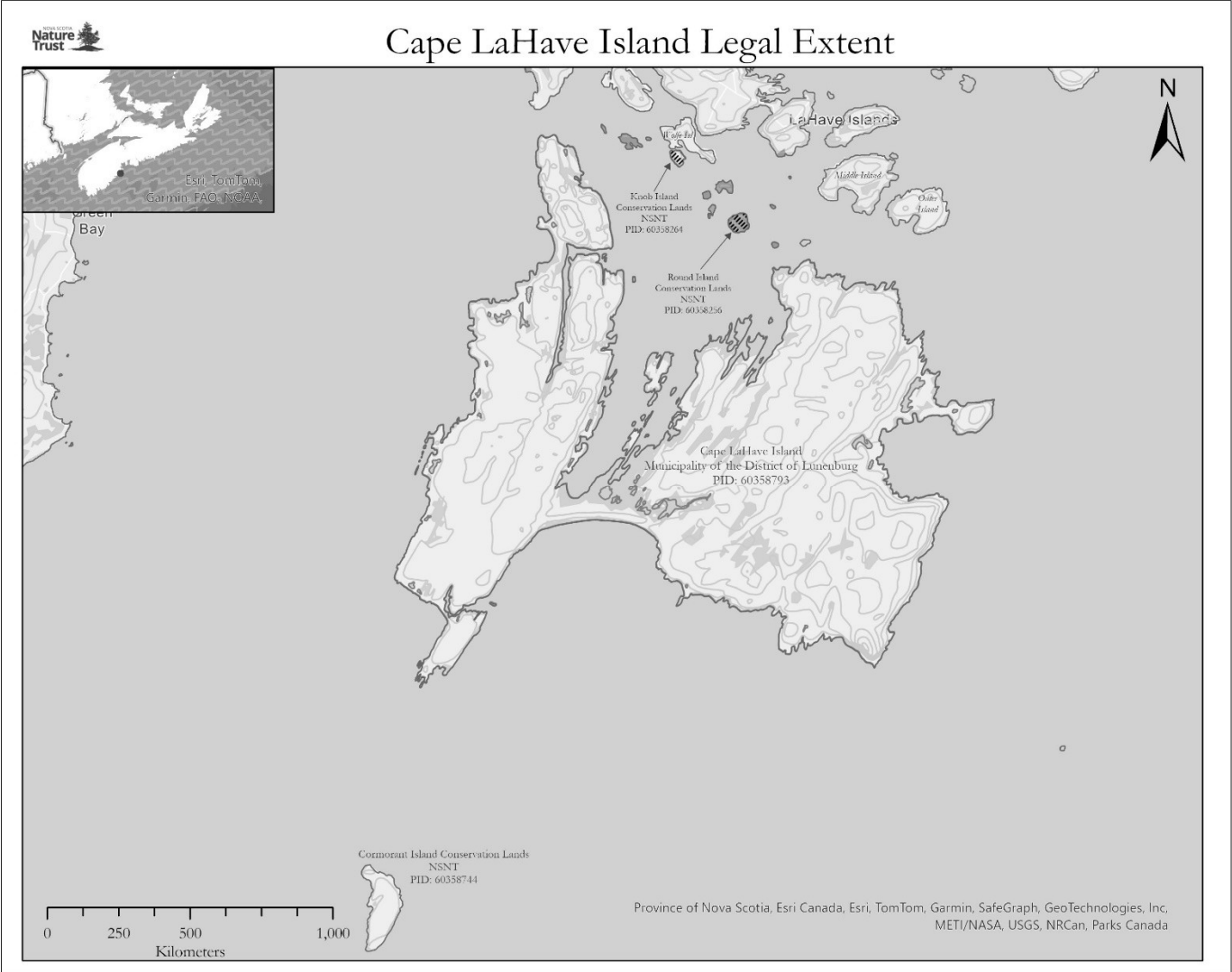
All that certain lot, piece or parcel of land situate, lying and being in LaHave, Lunenburg County, Nova Scotia and being one of the islands known as the LaHave Islands, more particularly identified as Cape LaHave Island identified as PID 60358793 and which lot of land, being an island, contains approximately 2,608.41 acres and is approximately located at 44 degrees 11 minutes 45 seconds North Latitude and 64 degrees 22 minutes 15 seconds West Longitude.



SCHEDULE “B”

Attached to and forming part of the Agreement between the GRANTOR, of the first part, and the HOLDER, of the second part, dated as of the _____ day of September, 2025.

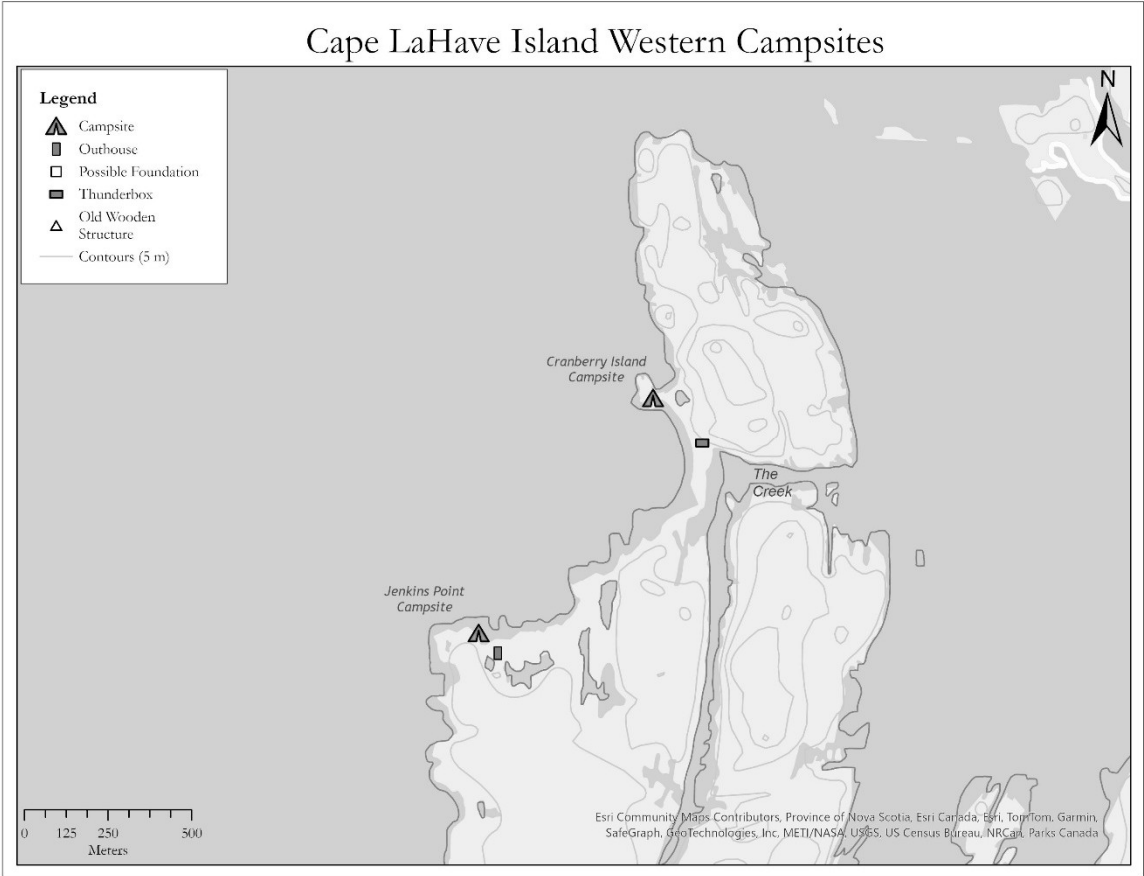
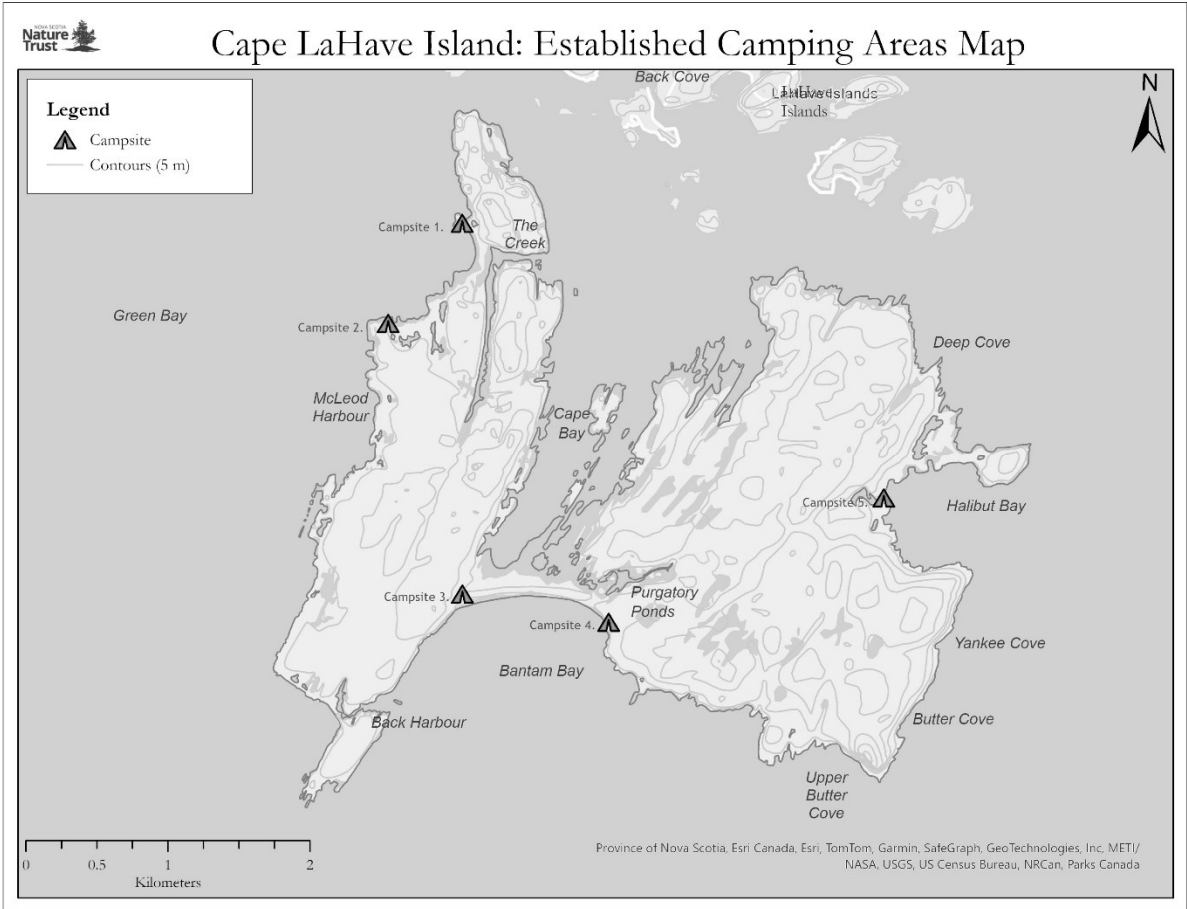
Property Map

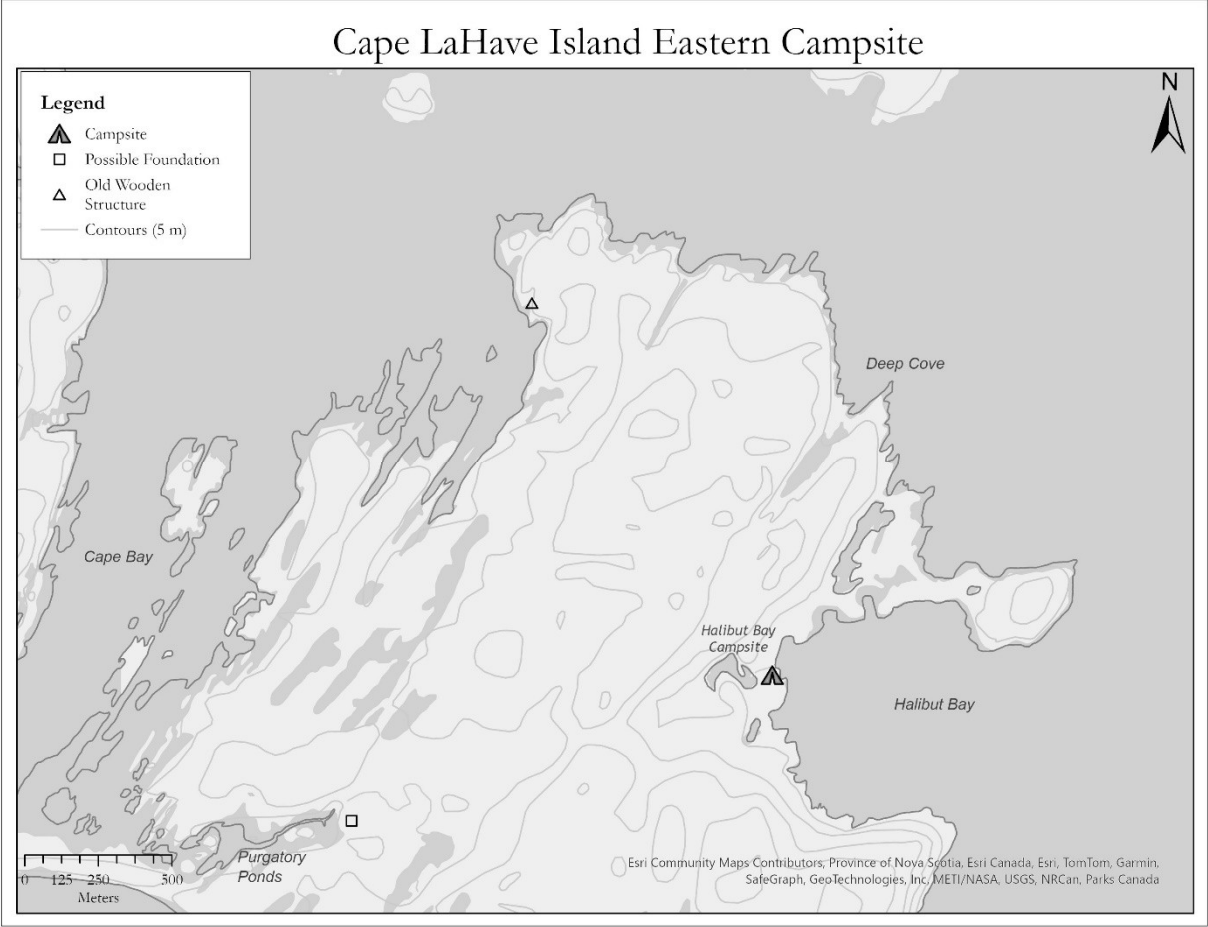
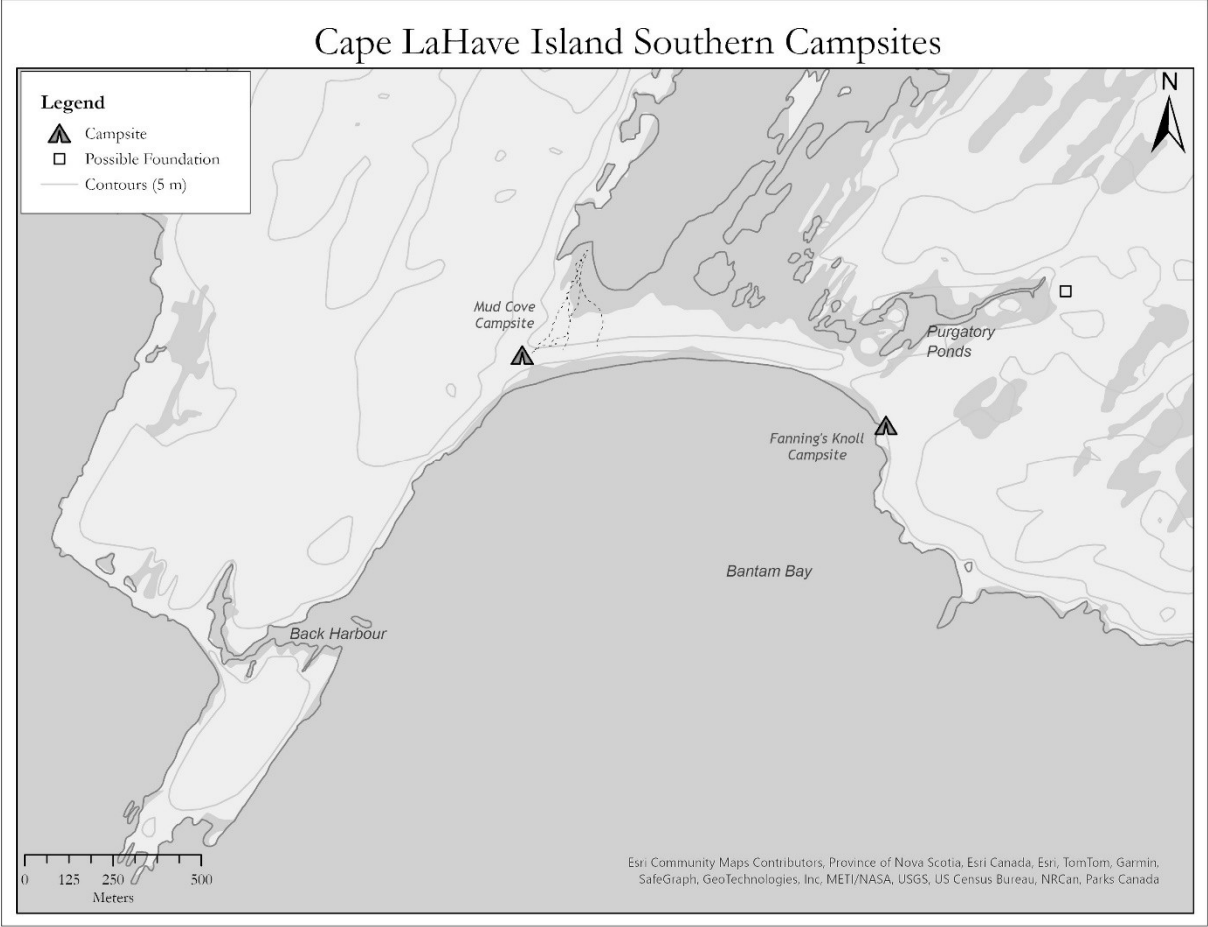


SCHEDULE “C”

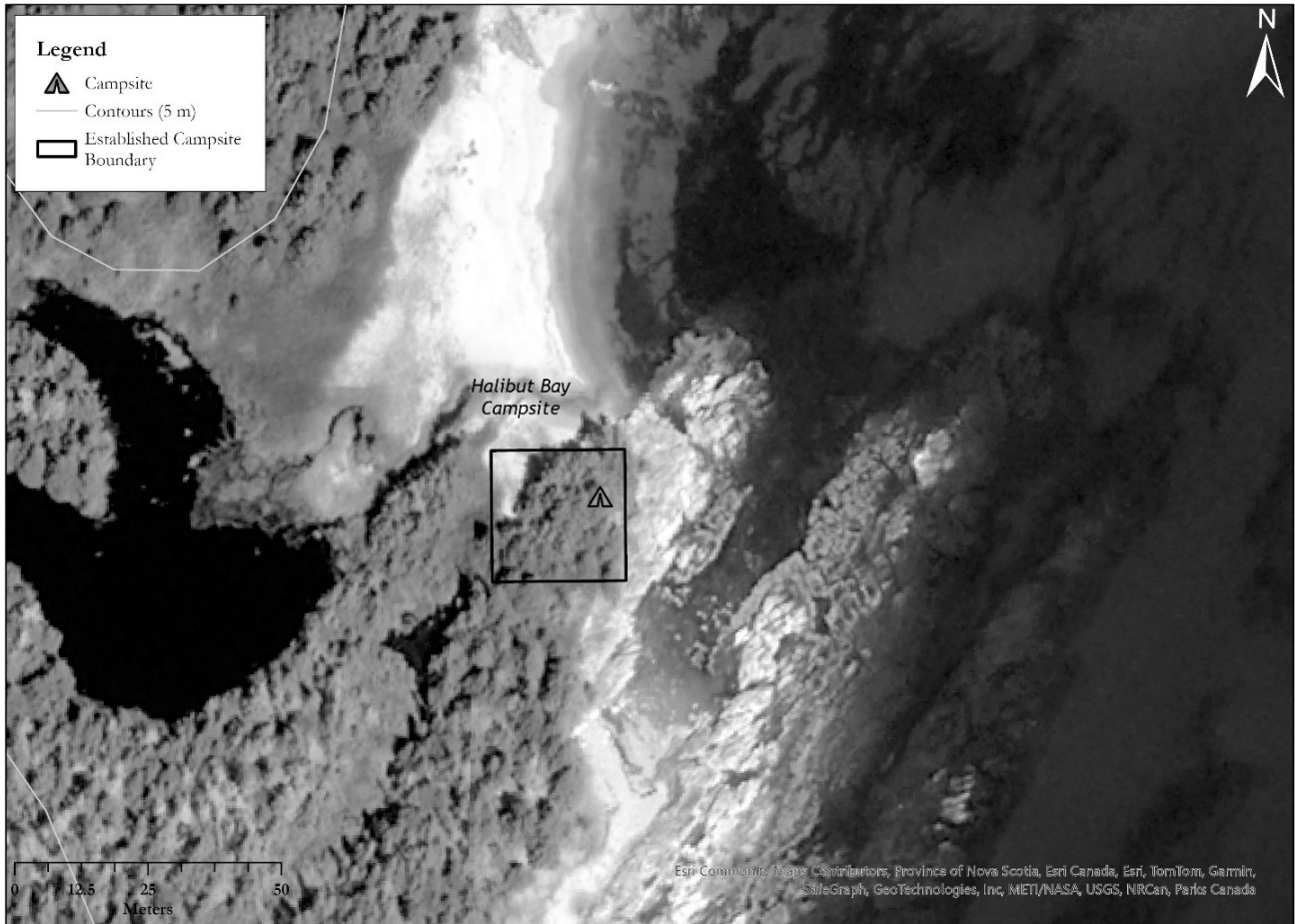
Attached to and forming part of the Agreement between the GRANTOR, of the first part, and the HOLDER, of the second part, dated as of the _____ of September 2025.

Established Camping Area Maps





Campsite 5: Halibut Bay



Coordinates for Established Camping Areas

Campsite #	Campsite Name	Latitude	Longitude	Northing	Easting
1	Cranberry Island	44.21573	-64.38421	4896764.154	389424.4551
1	Cranberry Island	44.21593	-64.38428	4896786.322	389419.0475
1	Cranberry Island	44.21595	-64.38414	4896789.113	389430.4869
1	Cranberry Island	44.21575	-64.38407	4896766.944	389435.8946
1	Cranberry Island	44.21573	-64.38421	4896764.154	389424.4551
2	Jenkins Point	44.20915	-64.39061	4896042.481	388901.2869
2	Jenkins Point	44.20915	-64.39065	4896042.654	388897.9082
2	Jenkins Point	44.20926	-64.39076	4896055.039	388889.3315
2	Jenkins Point	44.2094	-64.39077	4896069.849	388888.6384
2	Jenkins Point	44.20943	-64.39062	4896073.573	388900.5938
2	Jenkins Point	44.20939	-64.3905	4896069.156	388910.6433
2	Jenkins Point	44.20922	-64.39049	4896049.842	388910.5567
2	Jenkins Point	44.20915	-64.39061	4896042.481	388901.2869
3	Mud Cove	44.19179	-64.38387	4894105.022	389407.1911
3	Mud Cove	44.19202	-64.38429	4894130.677	389373.5597
3	Mud Cove	44.19274	-64.38353	4894210.57	389435.6293
3	Mud Cove	44.19252	-64.38312	4894185.413	389468.419
3	Mud Cove	44.19179	-64.38387	4894105.022	389407.1911
4	Fannings Knoll	44.19046	-64.3709	4893939.921	390441.1535
4	Fannings Knoll	44.1909	-64.37062	4893988.012	390464.4666
4	Fannings Knoll	44.19077	-64.37032	4893973.8	390487.945
4	Fannings Knoll	44.19036	-64.37072	4893928.187	390455.5382
4	Fannings Knoll	44.19046	-64.3709	4893939.921	390441.1535
5	Halibut Bay	44.19885	-64.34657	4894839.057	392400.4551
5	Halibut Bay	44.19862	-64.34657	4894814.423	392400.6773
5	Halibut Bay	44.19862	-64.34688	4894814.196	392375.5622
5	Halibut Bay	44.19884	-64.34689	4894838.831	392375.3399
5	Halibut Bay	44.19885	-64.34657	4894839.057	392400.4551

SCHEDULE "D"

Attached to and forming part of the Agreement between the GRANTOR, of the first part, and the HOLDER, of the second part, dated as of the _____ of September 2025.

AGREED USES

1. Definitions

In this Schedule other capitalized terms used in this Schedule that are defined elsewhere in the Conservation Easement shall have the respective meanings ascribed to them in the Conservation Easement. In addition:

- a) **"Commercial Use"** means any activity or use of the Property that is intended to result in financial compensation or other economic benefit, whether directly or indirectly, including but not limited to the sale of goods, provision of services, extraction of resources for commercial resale, and the operation of tourism or recreational services for a fee. Notwithstanding the foregoing, the following activities are not considered Commercial Use if and only if they are carried out in a manner consistent with the conservation values and purposes of this Conservation Easement, and in accordance with Permitted Uses Section of this Agreement:
 - i) The traditional, small-scale collection of driftwood, stone, or other natural materials for use in local, small-scale marine fisheries or wharf maintenance by local residents or fishers;
 - ii) Use of the Property as a waypoint or short-term stopping location for commercial kayak or boat tours, provided such use is low-impact and does not result in new infrastructure.
- b) **"Low Impact Wilderness Camping"** means camping in a manner that minimizes environmental impact by following the principles of Leave No Trace, including but not limited to: packing out all waste, minimizing fire impact, respecting wildlife, avoiding the collection of natural materials, and no alteration of the landscape including clearing of vegetation, building or installing any camping-related structures or site improvements.
- c) **"Established Camping Site"** means a specific area or location on the Property, clearly delineated and identified in Schedule C of this Agreement.
- d) **"Permanent Structure"** means a human-made building or other structure that is affixed to the Property and not intended to be removed after a short period.
- e) **"Replacement"** means the rebuilding, substitution, or reconstruction of an existing Permanent Structure that has become unsafe, unusable, or has deteriorated beyond reasonable repair, provided that the replacement is substantially similar in size, location, footprint, and function to the original structure. Replacement does not include expansion, relocation, or the construction of new structures for different purposes.
- f) **"Roads or Trails"** means any constructed or improved pathways, including, but not limited to, dirt roads, gravel roads, paved paths, or wilderness hiking trails designed and maintained for motorized transportation or regular, significant foot traffic. This definition excludes narrow, single-track natural or minimally impacted pathways, such as minor footpaths or deer trails, which are not designed or maintained for motorized transportation or regular, significant foot traffic.

2. Prohibited Uses

Any activity or use of the Property inconsistent with the purpose of this Agreement is prohibited on the Property. The following activities and uses are expressly prohibited on the Property except as permitted in Sections 3 of this Schedule "D":

- a) Any Commercial, energy, industrial, or quarrying activity;
- b) Any mineral exploration or extraction activity;
- c) Subdivision, division, or partition of the Property;
- d) The operation of motorized vehicles including, but not limited to, snowmobiles, dune buggies, motorcycles, dirt bikes and all-terrain vehicles except for stewardship or restoration tasks being carried out by the GRANTOR or HOLDER or human health and safety emergencies;
- e) Storage, discharge, or dumping of non-organic materials or dangerous materials of any kind;
- f) Construction of Roads or Trails
- g) New construction including, but not limited to, the constructing or placing of any permanent building, structure (including permanent hunting blind or outhouse), campsite, Road or Trail except as permitted in Section 3 (b), (e), and (f) of this Schedule "D" ;
- h) Dyking, draining, filling, dredging or any alteration or manipulation of the ponds and watercourses;
- i) Farming or agriculture, including but not limited to the grazing of animals and the planting of gardens;
- j) The introduction or planting of non-native plant species;
- k) The introduction of non-native animals;
- l) Applying chemicals (including but not limited to fertilizer, insecticides and herbicides as defined under Federal and Provincial law) to the Property by any means, except where deemed critical to protect the conservation values of the Property and agreed by the GRANTOR and HOLDER;
- m) Alteration of the surface of the lands including, but not limited to, excavating, dredging or removing loam, gravel, soil, rock, sand, peat, sod or other materials; except as permitted in Section 3 (b) of this Schedule "D";
- n) Alteration, removal, cutting or destruction of any trees, shrubs or other vegetation, except as permitted in Section 3(b) of this Schedule "D";
- o) Any use or activity that causes, or is likely to cause, significant soil degradation or erosion;
- p) Any use or activity that causes, or is likely to cause, significant pollution of any surface waters on or about the Property; and
- q) Granting of an easement or right of way other than this Agreement.

3. Permitted Uses

The following acts and uses are permitted on the Property, as long as they are consistent with the purpose of this Conservation Easement, they do not adversely and materially affect the conservation values and natural and scenic resources of the Property, do not endanger public safety and comply with municipal, provincial and federal regulations.

- a) Low Impact Wilderness Camping on the property;
- b) Camping at Established Camping Sites, including the following additional permitted uses as long as the overall footprint does not exceed the Established Camping Site boundaries defined in Schedule C.
 - i. Construction, maintenance and minor improvements to rustic infrastructure to support wilderness camping, including but not limited to tent clearings, tent pads, pit toilets, fire rings, or rustic tables;
 - ii. The removal or Replacement of camping infrastructure that is unsightly, unsafe, unusable, or deteriorated beyond reasonable repair, provided that any replacement is substantially similar in size, location, footprint, and function to the original infrastructure;
 - iii. Minor clearing of vegetation and surface leveling as required to maintain safe and usable camping areas; and
 - iv. Incidental trampling or compaction of soil and use of minor natural footpaths consistent with regular camping use.
- c) Low-impact, non-motorized outdoor recreation activities including, but not limited to, nature appreciation, hiking, snowshoeing, cross-country skiing, wildlife viewing, and berry-picking;
- d) Hunting and trapping that is in accordance with provincial laws, and the erection and use of temporary hunting blinds that are removed once the hunter has relocated or ceases hunting for the season;
- e) The maintenance, Replacement or removal of existing Permanent Structures;
- f) Establishment of new Permanent Structures and Trails with written approval from the GRANTOR and HOLDER;
- g) Restoration and remediation necessary for the prevention and treatment of insect and disease infestation, the eradication of alien plant or animal species, or re-naturalization of degraded habitats, with prior written approval of and oversight by the HOLDER;
- h) Placement of a reasonable number of non-illuminated signs, with size, design, and placement to be agreed upon by the GRANTOR and HOLDER; and
- i) Minor incidental cutting, pruning, and removal of trees or other vegetation that pose a safety hazard or are essential to undertake the permitted uses.

SCHEDULE “E”

BASELINE DOCUMENTATION REPORT

Attached to and forming part of the Agreement between the GRANTOR, of the first part, and the HOLDER, of the second part, dated as of the _____ day of September, 2025.



PROVINCE OF NOVA SCOTIA
CANADA

I, _____, of _____, in the District of the County of Lunenburg, make oath and say as follows:

- 1. That I am the _____, of the Municipality of the District of Lunenburg, the "Municipality, and/or the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
- 2. I acknowledge that the Municipality executed the foregoing instrument by its proper officials duly authorized in that regard under seal on the date of this affidavit. This acknowledgment is made for the purpose of registering such Instrument pursuant to S.31 (a) of the Registry Act, R.S.N.S. 1989, c.392, as am. or s. 79(1)(a) of the Land Registration Act, S.N.S. 2001, c.6, as am., as the case may be, for the purpose of registering this instrument.
- 3. The Corporation is a resident of Canada under the Income Tax Act (Canada).
- 4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such to occupy a dwelling owned by the Corporation.
- 5. That the lands and/or dwelling contained in the within Indenture have not been occupied by the Mayor and/or any Councilor and/or employee of the Municipality.

SWORN TO at _____,
Province of Nova Scotia on this _____ day of
INSERT MONTH, 2025, before me:

A Notary Public in and for the
Province of Nova Scotia

Council
Item #11.3.1
Date: September 9, 2025
Authorization: T. MacEwan



The Municipality of the District of Lunenburg Report to Council

To: Mayor Elspeth Mclean- Wile and Municipal Council

From: Chris Kennedy, Fire Services Coordinator

Date: September 9, 2025

Re: Proposed Fire Tax Rates for 2025- 2026

Fire Tax Rates for 2025/2026

Attached are the requested fire tax rates from Municipal Fire and Emergency Services providers for the fiscal year 2025-2026. The areas that have been highlighted denote those departments that have requested a change in their rates for this fiscal year.

Three area rates have increased for this fiscal year, and one has decreased.

These rates are being recommended to Council for approval for the 2025-2026 fiscal year and, if council agrees the following motion would be necessary:

Motion

"That Municipal Council approves the fire tax rates per \$100 of assessment for the fiscal year ending March 31, 2026 as attached".

Chris Kennedy,
Fire Services Coordinator



Municipality of the District of Lunenburg

Fire & Emergency Services

Municipality of the District of
Lunenburg Fire Tax Rates per \$100 of
Assessment For the year ending March
31, 2026

Fire Department	2023/2024	2024/2025	2025/2026
Name	Rate	Rate	Proposed
Big Tancook Island ERA	0.17	0.17	0.19
Blockhouse FD	0.142	0.152	0.152
Clearland Fire Protection (MAB)	0.11	0.115	0.115
Conquerall Bank FD	0.15	0.15	0.15
Cornwall and District FD	0.10	0.10	0.10
Dayspring & District Fire Protection	0.20	0.20	0.20
District 1 and 2 Fire Commission	0.07	0.07	0.075
Hebbs Cross FD	0.15	0.15	0.15
Hebbville FD	0.11	0.11	0.11
Hemford & District FD	0.17	0.17	0.17
Indian Point FD	0.12	0.15	0.15
Italy Cross/Middlewood FD	0.12	0.12	0.12
Lahave FD	0.13	0.13	0.15
Lapland and District FD	0.12	0.12	0.12
Maders Cove Fire Protection (MAB)	0.11	0.115	0.115
Martins River FD	0.18	0.16	0.15
Midville and District FD	0.17	0.17	0.17
New Germany Volunteer FD	0.15	0.15	0.15
Northfield and District FD	0.14	0.14	0.14
Oakhill and District FD	0.17	0.17	0.17
Oakland Fire Protection (MAB)	0.11	0.115	0.115
Petite Riviere FD	0.17	0.17	0.17
Pleasantville and District FD	0.13	0.13	0.13
Riverport FD	0.12	0.12	0.12
Tri District Fire/Rescue	0.134	0.134	0.134
United Communities FD	0.12	0.12	0.12
Walden FD	0.15	0.15	0.15

Shaded area denotes a change in fire tax rate.

In addition to the above noted rates all Fire Departments have a rate of .01 per acre for forestry land assessment class code 06 and 07.



The Municipality of the District of Lunenburg

Request for Decision

Report to: Municipal Council

Submitted by: Elana Wentzell, CPA, CMA, Director of Finance & Municipal Treasurer

Date: September 09, 2025

Re: Baker Settlement & District Community Hall Association Property Tax Exemption Application

Recommendation

It is recommended that Municipal Council approve the tax exemption application from Baker Settlement & District Community Hall Association properties as presented.

Background

Policy 012 provides a partial or full tax exemption to qualifying non-profit organizations demonstrating service to the community. This tax exemption is awarded at Council's discretion as per Section 71 of the Municipal Government Act.

Council has previously approved the 3-year tax exemption list starting in the 2025/26 tax year based on the policy deadline of February 28.

Baker Settlement & District Community Hall Association (BSCHA) is making a late application for the property located at 5092 highway 325, Baker's Settlement, AAN 00191264 as they did not acquire the property until after the February 28 deadline. Please see the enclosed application.

Discussion

The following shows the property taxes that have been applied to be exempt:

2024/2025 Property Tax	\$	991.87
2025/2026 Property Tax	\$	1876.76
Total	\$	2868.63

Strategic Focus

N/A

Budget/Financial Implications

The tax exemption request is for \$2868.63 and is not currently budgeted. Staff believe this additional cost can be absorbed in the Tax Rebate/Exemption section of the Approved 2025/26 Operating Budget.

Climate Change/sustainability

N/A

Inclusion Diversity equity and Accessibility (IDEA@MODL)

N/A

Strategic Communications

N/A

Work plan

The Finance Department Staff can complete the necessary work within the existing work plan.

Alternatives

Because tax exemptions are granted solely by Council as per the policy, Council may decide not to grant the tax exemption for this fiscal year. The Association would have to pay the 2024-25 and 2025-26 taxes and make application in February 2026 for the 2026-27 fiscal year.

Conclusion

Council has previously approved tax exemptions for community hall associations. This late application will have minimal impact on the budget, thus Staff are recommending that the request is granted.

Report Preparation	
Department	Finance
Report Prepared by	Hailey Authier, Property Tax & Customer Service Assistant
Report Approved by	Elana Wentzell, Director of Finance
Date Reviewed by C.A.O.	

RECEIVED

AUG 08 2025

Municipality of the District of Lunenburg

PO Box 200 Bridgewater NS B4V 2W8

Telephone 541-1329

APPLICATION FORM

TAX EXEMPTION FOR NON-PROFIT ORGANIZATIONS

As provided by Section 71 (1) of the Municipal Government Act (1998)

PLEASE PRINT

Date	<u>May 26, 2025</u>	Assesment Account #	<u>00191264</u>
Organization Name	<u>BAKER SETTLEMENT & DISTRICT COMMUNITY HALL ASSOCIATION</u>		
Property Location	<u>5092 HIGHWAY 325, BAKER SETTLEMENT, NS</u>		
Mailing Address	<u>5105 HIGHWAY 325</u>		
	<u>BAKER SETTLEMENT, NS</u>		
Postal Code	<u>B4V 7E8</u>		
Phone #	<u>902-527-1772</u>		
Applicant	<u>HELEN CROUSE</u>		
Phone #	<u>902-527-7051</u>		

Please attach a brief report of the program, benefit or source of the community

Board of Directors	
Name	Position
<u>CAROLYN BOLIVAR-GETSON</u>	<u>PRESIDENT</u>
<u>MURRAY LEGGE</u>	<u>VICE PRESIDENT</u>
<u>CLAIRE MAC DOUGALL</u>	<u>TREASURER, GENERAL ACCOUNT</u>
<u>HELEN CROUSE</u>	<u>TREASURER, CAPITAL ACCOUNT</u>

I (we) hereby request the Municipal Government to renew our tax exemption for the non profit organization. I (we) also declare that the information contained above and/ or attached to the

Signature

H.K. Crouse

Date

26 May 2025

The Baker Settlement and District Community Hall Association is a non-profit organization whose primary focus is community based activities.

The hall has always been used as a community hall by the church, scouts, 4-H group, music jams, karaoke, variety shows, seniors' Christmas parties, seniors' information sessions, children's programming through MODL, children's Christmas parties, funeral receptions, yoga sessions, polling station for elections, bridal and baby showers, cemetery meetings, dances, card parties, and even weddings. In essence, our Association serves the seniors, youth, residents and the neighbouring population, creating an accessible place to gather and stay active. It is the only community facility in our area. It has become a staple in our community, used by other levels of government for programming and numerous other events.

We, as an Association, use the hall for fundraising, such as penny auctions and take out lunches.



RECEIVED

AUG 08 2025

May 26, 2025

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

Attention: Hailey Authier, Property Tax and Customer Service Assistant

Dear Ms. Authier:

Enclosed is a completed Application Form for Tax Exemption for Non-Profit Organizations which we are filing on behalf of the Baker Settlement & District Community Hall Association. Our Association gained the conveyance of the hall from Tri District Fire Rescue through MODL. This was achieved by a series of legal processes. An Agreement of Purchase and Sale was prepared to outline the terms of the transfer. A Deed of Conveyance was prepared to transfer the ownership of the property from Tri District to MODL. Tri District and MODL executed the Agreement of Purchase and Sale and Deed of Conveyance. The Deed of Conveyance was registered with the Land Registration Office in Nova Scotia. MODL, as a government entity, had to provide public notice about the intended land transfer to Baker Settlement. A public hearing was conducted during which no objections or concerns were made. Then, an Agreement of Purchase and Sale, outlining the terms of the gift/transfer was prepared. A second Deed of Conveyance was also prepared, this time transferring ownership from MODL to the Baker Settlement & District Community Hall Association. MODL and Baker Settlement then executed the Agreement of Purchase and Sale and the Deed of Conveyance. The second Deed of Conveyance was registered with the Land Registration Office. Finally, the Deed Transfer was completed and the Baker Settlement & District Community Hall officially have the Warranty Deed under safekeeping.

On behalf of the Baker Settlement & District Community Hall, I respectfully request the taxes and accrued interest from the 2024 Property Tax Bill be exempted as well as our bill for 2025.

Thank you for your assistance in this matter.

Yours truly,



Helen Crouse
Treasurer,
Baker Settlement & District Community Hall Association,
5105 Highway 325,
Baker Settlement, NS
B4V 7E8

Enclosure

/hc