

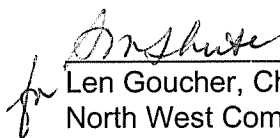
10.1.1



P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

HALIFAX REGIONAL COUNCIL
May 13, 2003

TO: Mayor Kelly and Members of Halifax Regional Council

FROM:  _____
Len Goucher, Chair
North West Community Council

DATE: May 6, 2003

SUBJECT: **Infilling of Moirs Pond, Bedford - Easement and Right of Way**

ORIGIN:

North West Community Council meeting held on April 24, 2003.

RECOMMENDATION:

It is recommended that Regional Council not extinguish, relocate or vary its right of way contained in the Grant of Easement and Right of Way dated May 26, 1989 between Sobey Leased Properties Limited and the Town of Bedford, and which Right of Way is referred to in an e-mail dated April 9, 2003 from Wayne Anstey to Mayor Peter Kelly.

BACKGROUND:

See attachments to report from Bedford Waters Advisory Committee.

DISCUSSION: None

BUDGET IMPLICATIONS: None

ALTERNATIVES:

No alternatives recommended at this time.



ATTACHMENT:

1. Report from Bedford Waters Advisory Committee to North West Community Council dated April 14, 2003.

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210 or fax at 490-4208.
Report prepared by: Sandra Shute, Legislative Assistant 490-6519

NORTH WEST COMMUNITY COUNCIL
April 24, 2003

TO: Chairman and Members
North West Community Council

FROM: 
 Don Lowther, Chair
Bedford Waters Advisory Committee

DATE: April 14, 2003

SUBJECT: Infilling of Moirs Pond, Bedford - Easement and Right of Way

ORIGIN:

Bedford Waters Advisory Committee meeting held on April 9, 2003.

RECOMMENDATION:

It is recommended that:

North West Community Council recommend to Regional Council that it not extinguish, relocate or vary its right of way contained in the Grant of Easement and Right of Way dated May 26, 1989 between Sobey Leased Properties Limited and the Town of Bedford, and which Right of Way is referred to in an e-mail dated April 9, 2003 from Wayne Anstey to Mayor Peter Kelly.

BACKGROUND:

See Attachment 3 - Minutes Exerpt

DISCUSSION: None

BUDGET IMPLICATIONS: None

ALTERNATIVES:

No alternatives recommended at this time.

ATTACHMENTS:

1. Copy of Grant of Easement and Right of Way dated May 26, 1989
2. Copy of e-mail from Wayne Anstey to Mayor Kelly dated April 9, 2003
2. Excerpt from draft Minutes of Bedford Waters Advisory Committee meeting held on April 9, 2003

Additional copies of this report, and information on its status, can be obtained by contacting the Office of the Municipal Clerk at 490-4210 or fax at 490-4208.

Report prepared by: Sandra Shute, Legislative Assistant 490-6519

Attachment 1

Mail

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Subject: Fwd: Moirs Pond Easement
Date: Wed, 9 Apr 2003 15:10 EST
From: "Peter Kelly" <kellyp@region.halifax.ns.ca>
To: <DlcaDon@netscape.net>

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Attachment:

Don,

As discussed.

Peter J. Kelly
Mayor
Halifax Regional Municipality
(902) 490-4010

Subject: Moirs Pond Easement
Date: Wed, 09 Apr 2003 15:37:59 -0300
From: "Wayne Anstey" <ansteyw@region.halifax.ns.ca>
To: "Peter Kelly" <kellyp@region.halifax.ns.ca>

The document I reviewed was a grant of a right of way. As such, as long as the right of way remains in place, Sobeys cannot build on the right of way itself because to do so would block the way. Sobeys and HRM by mutual agreement may extinguish the right of way or agree to its relocation to another spot. However, Sobeys cannot unilaterally effect such changes.

Wayne

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Attachment 2

THIS GRANT OF EASEMENT and RIGHT-OF-WAY made this 26th
day of *May*, 1989

BETWEEN:

SOBEY LEASED PROPERTIES LIMITED,
a body corporate

hereinafter called the "Company"

OF THE FIRST PART

- and -

TOWN OF BEDFORD,

hereinafter called the "Town"

OF THE SECOND PART

WITNESSETH that in consideration of the sum of two dollars (\$2.00) paid by the Town to the Company, receipt of which is hereby acknowledged, the Company grants to the Town, its successors and assigns:

1. A right-of-way for all persons to pass and repass by foot either by day or by night over the lands described in Schedule "A" as a pedestrian walkway.
2. An easement
 - (a) to enter, maintain, and repair a pedestrian walkway including all appurtenances thereto constructed by the Company on the lands described in Schedule "A";
 - (b) for the servants, agents, contractors and workmen of the Town to enter with machinery, materials, vehicles and equipment necessary for the use of the easement.

The Town covenants to fill in all excavations and to restore the surface to the same condition as prior to the commencement of construction or any subsequent work thereto on the lands described in Schedule "A".

The easement herein is declared to be appurtenant to and for the benefit of all lands of the Town.

This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have properly executed this Grant of Easement and Right-of-Way the day and year first above-written.

SIGNED, SEALED & DELIVERED
in the presence of

[Signature]
Witness

[Signature]
Witness

SOBRY LEASED PROPERTIES LIMITED

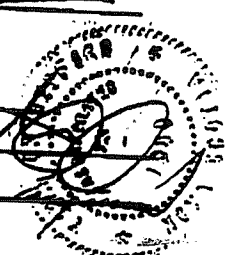
By: [Signature]

And: [Signature]

TOWN OF BEDFORD

By: [Signature]

And: [Signature]



485 222
10372 01

SCHEDULE "A"

599

All that certain easement situate, lying and being on the northeastern side of Bedford Highway, Bedford, Halifax County, Nova Scotia, said easement being shown as a 15' Wide Walkway Easement on a plan entitled "Plan of Survey of a Proposed 15' Wide Walkway Easement Over Lands Conveyed to Food City Limited" prepared by John A. McElmon & Associates Limited and signed by David J. Whyte, N.S.L.S., dated May 12, 1989, said easement being more particularly described as follows:

Beginning on a curved northeastern boundary of Bedford Highway at a point near Moirs Pond, said point being $S22^{\circ}-47'-56''E$, a distance of eighty-three and twenty-four hundredths feet (83.24') from the end of said curve;

Thence $N66^{\circ}-21'-00''E$, a distance of two hundred twenty-three and ninety hundredths feet (223.90') to a point;

Thence $N76^{\circ}-26'-28''E$, a distance of one hundred nine and twenty-one hundredths feet (109.21') to a point;

Thence $N88^{\circ}-39'-19''E$, a distance of two hundred thirty-nine and seventy-six hundredths feet (239.76') to a point;

Thence $N81^{\circ}-55'-11''E$, a distance of one hundred eighty-one and thirty-seven hundredths feet (181.37') to a point;

Thence $S08^{\circ}-04'-49''E$, a distance of fifteen feet (15.00') to a point;

Thence $S81^{\circ}-55'-11''W$, a distance of one hundred eighty-two and twenty-six hundredths feet (182.26') to a point;

Thence $S88^{\circ}-39'-19''W$, a distance of two hundred thirty-nine and four hundredths feet (239.04') to a point;

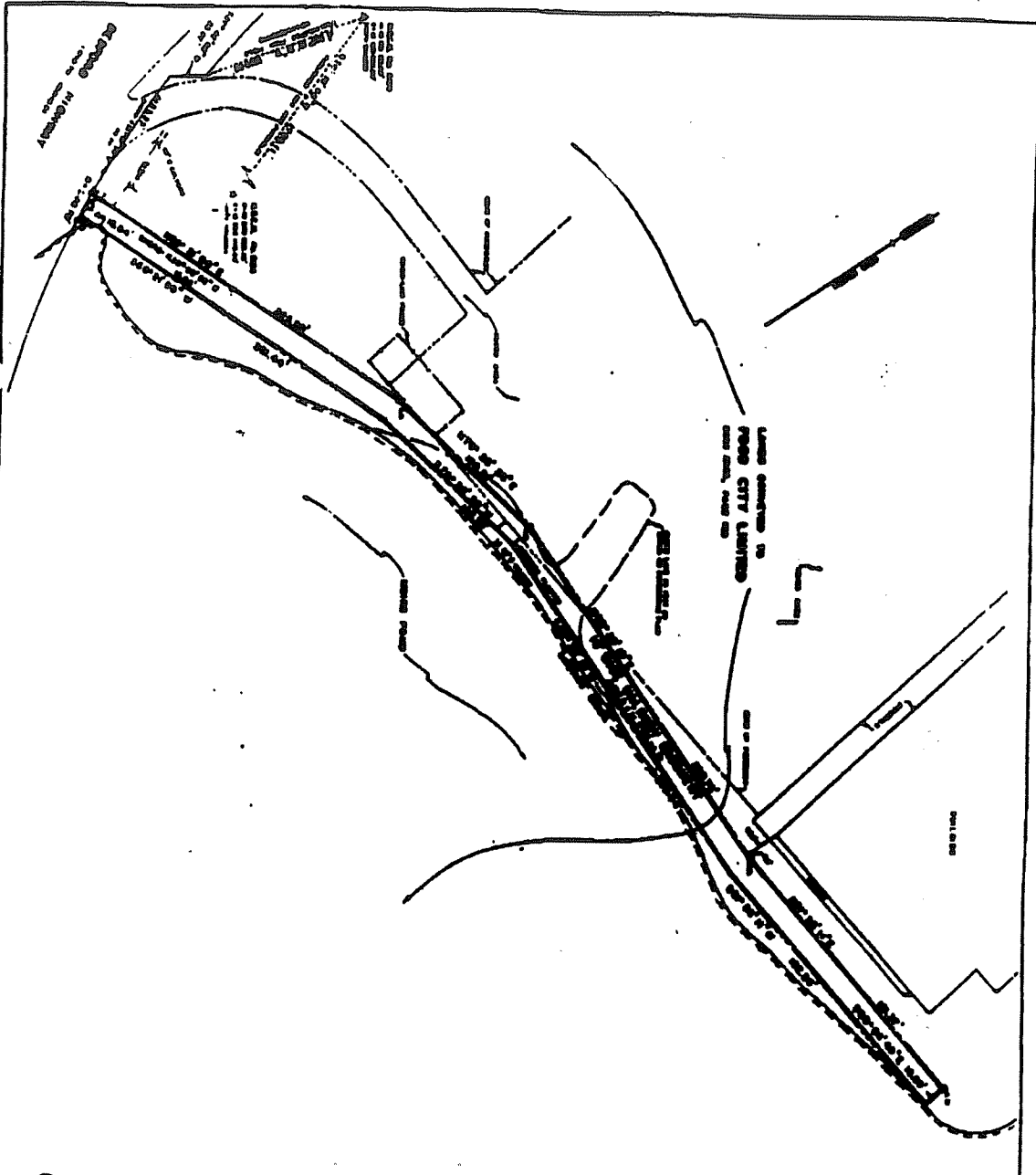
Thence $S76^{\circ}-25'-28''W$, a distance of one hundred six and twenty-eight hundredths feet (106.28') to a point;

Thence $S66^{\circ}-21'-00''W$, a distance of two hundred twenty-one and forty-four hundredths feet (221.44') to a point on a curved northeastern boundary of Bedford Highway, said curve having a radius of five hundred forty and seventy hundredths feet (540.70');

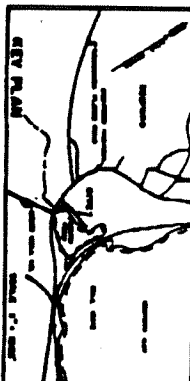
Thence northwesterly along said curved boundary, and curving to the right, fifteen and four hundredths feet (15.04') to the point of beginning, said point being $N28^{\circ}-00'-58''E$, a distance of fifteen and four hundredths feet (15.04') from the last mentioned point, containing an area of 11,275 square feet.

ALL BEARINGS in the foregoing description being based on the Nova Scotia Co-ordinate System, Zone 5, central meridian Longitude $64^{\circ}-30'$ West.

Plan No. 2002
returned original
42
copy 02



LAND GRANTED TO
FOOD CITY LIMITED
BY THE GOVT. OF
SRI LANKA



KEY PLAN

Showing the location of the site in the city of Colombo, Sri Lanka. The site is situated on the eastern side of the city, near the coast. The map shows the main road network and the specific location of the site plan.

NOTES


1. The site is situated on the eastern side of the city of Colombo, Sri Lanka.
2. The site is situated on the eastern side of the city of Colombo, Sri Lanka.
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9. The site is situated on the eastern side of the city of Colombo, Sri Lanka.
10. The site is situated on the eastern side of the city of Colombo, Sri Lanka.

SIGNATURE CERTIFICATE

I, **David M. M. M.**, being the Director of the Department of Urban Development and Construction, Sri Lanka, do hereby certify that the above is a true and correct copy of the original plan submitted to me for registration.

David M. M. M.

Director of Urban Development and Construction
Sri Lanka

	PLAN OF SITE OF A PROPOSED FOOD CITY LIMITED SRI LANKA PREPARED BY FOOD CITY LIMITED 100, SOUTH BRIDGE ROAD, SINGAPORE 059114
	JOHN A. DE ELSON & ASSOCIATES LTD. CONSULTING ENGINEERS 100, SOUTH BRIDGE ROAD, SINGAPORE 059114
SCALE: 1:1000 DATE: 10/10/02 SHEET NO. 1 OF 1	5N10-50SE-3

EXCERPT FROM DRAFT MINUTES OF BEDFORD WATERS ADVISORY
COMMITTEE MEETING HELD ON APRIL 9, 2003

4.2 Infilling of Moirs Pond - Update

Mr. Lowther circulated a copy of an e-mail dated April 9, 2003 received by Mayor Kelly from Wayne Anstey, Municipal Solicitor regarding the Moirs Pond easement. As well, a copy of the Grant of Easement and Right of Way was circulated to Committee members for perusal.

Mr. Lowther read the e-mail from Mr. Anstey and stated that he indicated to Mayor Kelly that the Committee did not want the Municipality to give up the Easement and Right of Way. Subsequently, Mayor Kelly requested that the Committee pass a motion and indicate to Community Council that the Committee did not want the easement to ever be given up or changed for any purpose. Mr. Lowther advised that Sobey's granted the easement for a 15' wide walkway from the Bedford Highway to the back of the Sobey's store. The original intention was that there would be a tunnel under the rails or a pedway up over the rails to connect to the water. When the railway was contacted, it was not possible to get passage either under or over the rails and that was why the walkway stops at the back in the vicinity of the finger pond. Sobey's would not be able to build on the walkway or block it.

Councillor Goucher asked for an update on Deborah Gillis' search of the title. In response, Mr. Lowther advised that two weeks ago Ms. Gillis had the Easement and Development Agreement and he understood she was planning to copy them at that time.

**MOVED by Kevin Dean, seconded by Brad Gibb to recommend to North West Community Council that North West Community Council recommend to Regional Council that it not extinguish, relocate or vary its right of way contained in the Grant of Easement and Right of Way dated May 26, 1989 between Sobey Leased Properties Limited and the Town of Bedford, and which Right of Way is referred to in an e-mail dated April 9, 2003 from Wayne Anstey to Mayor Peter Kelly.
MOTION PUT AND PASSED.**

Mr. Lowther then updated the Committee on contacts made regarding the proposed infilling including a meeting with the Federal Minister of Fisheries and discussion took place.