



PO Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 11.1.12**

**Halifax Regional Council  
May 13, 2008**

**TO:** Mayor Kelly and Members of Halifax Regional Council

**SUBMITTED BY:**

A handwritten signature in cursive script, appearing to read "Dan English".

\_\_\_\_\_  
Dan English, Chief Administrative Officer

A handwritten signature in cursive script, appearing to read "Wayne Anstey".

\_\_\_\_\_  
Wayne Anstey, Deputy Chief Administrative Officer - Operations

**DATE:** April 29, 2008

**SUBJECT:** **Lease Renewal - Community Ballfields and Dartmouth Lawn Bowling Green, Lots M-1 & M-4, Pleasant Street, Dartmouth**

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### **ORIGIN**

This report originates with a request from the Province of Nova Scotia - Transportation and Infrastructure Renewal to renew the lease with the Halifax Regional Municipality for Lots M-1 & M-4, Pleasant Street, Dartmouth, for a term of ten (10) years. Regional Council's approval is required due to the term of the lease.

### **RECOMMENDATION**

It is recommended that:

- 1) Halifax Regional Council authorize the Mayor and Municipal Clerk to execute the Lease Agreement between the Province of Nova Scotia - Transportation and Infrastructure Renewal (Her Majesty the Queen), (*Landlord*) and the Halifax Regional Municipality (*Tenant*) for the subject properties based on the key terms and conditions outlined in this report.

## **BACKGROUND**

The Halifax Regional Municipality has been leasing the Provincially owned Lots M-1 & M-4 for community ballfield and the Dartmouth Lawn Bowling facility since November 21, 1974. The original lease agreement was for a term of ten (10) years at a lease rate of \$1.00 a year and has subsequently been carried forward through various renewals.

In 2008, Real Property was contacted by the Province of Nova Scotia - Transportation & Infrastructure Renewal to renew the formal lease agreement for a further term of ten (10) years commencing May 1, 2008 and expiring April 30, 2018. The new lease remains at a nominal rate of \$1.00 for the full ten (10) year term and further allows the Municipality the option to renew for an additional ten (10) years. Regional Council approval is required due to the term of the lease.

## **DISCUSSION**

Infrastructure and Asset Management - Real Property Planning staff have indicated that they wish to renew the lease for an additional ten (10) year term to continue the use of the subject properties for community recreational purposes.

<b>KEY BUSINESS TERMS AND CONDITIONS OF TRANSACTION</b>	
<b><i>Property</i></b>	Lot M-1 & Lot M-4, Pleasant Street, Dartmouth.
<b><i>Landlord</i></b>	Her Majesty the Queen, Transportation & Infrastructure Renewal
<b><i>Tenant</i></b>	Halifax Regional Municipality - Real Property Planning
<b><i>Area</i></b>	9.74 acres (Lot M-1 = 3.85acres) (Lot M-4 = 5.89 acres)
<b><i>Rental Rate</i></b>	\$1.00 for the full ten (10) year term
<b><i>Term</i></b>	Ten (10) years
<b><i>Special Clauses</i></b>	<ul style="list-style-type: none"><li>• The Municipality is responsible for all operating, maintenance, and capital costs with respect to the property and all structures there on;</li><li>• The Municipality shall provide a minimum of six (6) month's notice to terminate at any time within the term of the lease;</li><li>• Lease Agreement to be as per Province of Nova Scotia format.</li></ul>
<b><i>Commencement Date</i></b>	May 1, 2008
<b><i>Expiry Date</i></b>	April 30, 2018

**BUDGET IMPLICATIONS**

None. (Nominal lease rate of \$1.00)

**FINANCIAL MANAGEMENT POLICIES / BUSINESS PLAN**

This report complies with the Municipality's Multi-Year Financial Strategy, the approved Operating, Capital and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Capital and Operating reserves, as well as any relevant legislation.

**ALTERNATIVES**

Regional Council could direct staff to conduct discussions with the Province for the purchase of the subject properties at a value to be determined under current Provincial policy.


This action is not recommended as no funds are currently budgeted for this acquisition.


**ATTACHMENTS**


- Attachment A - Site Plan (Lot M-1)
- Attachment B - Site Plan (Lot M-4)
- Attachment C - Lease Agreement

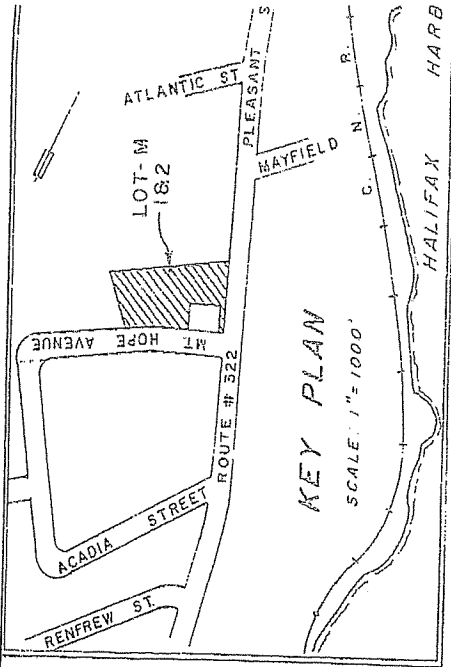
A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Chad Renouf - Real Estate Officer, Real Property 490-6798

Report Approved by:   
Peter Stickings, Manager, Real Property, Transportation & Public Works 490-7129

Report Approved by:   
Mike Labrecque, Director, Transportation & Public Works 490-4855

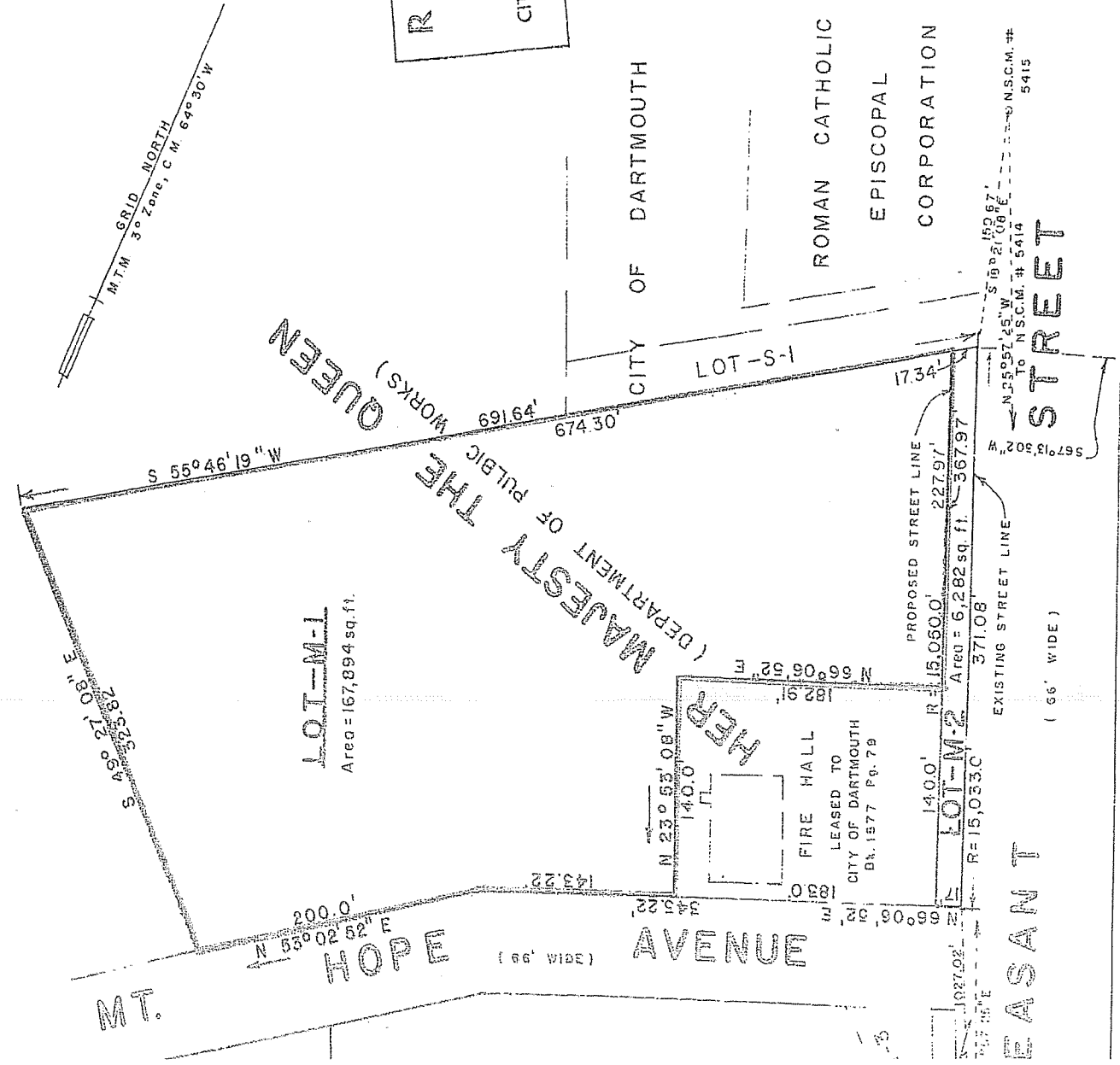
Financial Approval by:   
Catherine Sanderson, Senior Manager, Financial Services, 490-1562



**RECEIVED**  
 AUG 14 1974  
 I certify that this plan accurately shows the manner in which the land included therein has been surveyed and / or subdivided by me in accordance with the provisions of the Registry Act.  
 CITY OF DARTMOUTH ENGINEERING DEPT.

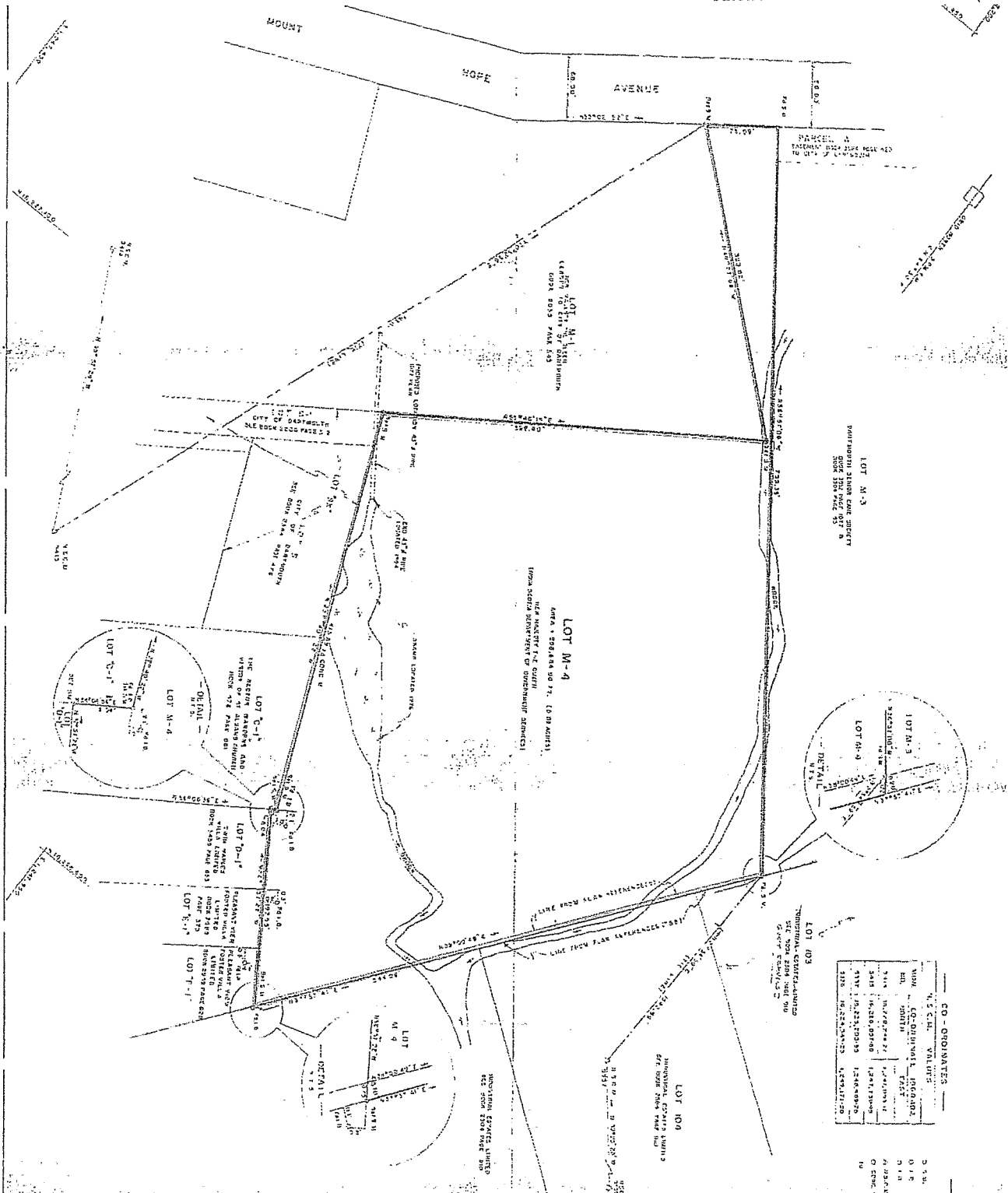
Dated the 25<sup>th</sup> day of JULY 1974  
*Erwinle McDonald* N.S.I.S.

PLAN SHOWING  
 LANDS OWNED BY  
**HER MAJESTY THE QUEEN**  
 (DEPARTMENT OF PUBLIC WORKS)  
 PLEASANT STREET  
 DARTMOUTH  
 MT. HOPE AVENUE  
 NOVA SCOTIA  
 JULY 25, 1974 SCALE 1" = 1000'  
 SERVANT, DUNBRACK, MCKENZIE & McDONALD LTD.  
 LAND SURVEYORS  
 HALIFAX NOVA SCOTIA  
 FILE # 2925 PLAN # 7



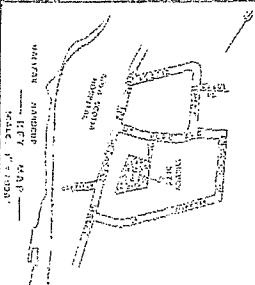
CITY OF DARTMOUTH  
 ROMAN CATHOLIC  
 EPISCOPAL  
 CORPORATION  
 N.S.C.M. # 5414  
 N.S.C.M. # 5414

**EAST STREET**  
 (66' WIDE)  
 PROPOSED STREET LINE  
 EXISTING STREET LINE



CO - ORDINANCES	
NO.	DATE
1	1/1/1980
2	1/1/1980
3	1/1/1980
4	1/1/1980
5	1/1/1980
6	1/1/1980
7	1/1/1980
8	1/1/1980
9	1/1/1980
10	1/1/1980

LEGEND	
---	PROPERTY BOUNDARY
---	EXISTING LOT BOUNDARY
---	EXISTING STREET CENTERLINE
---	EXISTING SIDEWALK CENTERLINE
---	EXISTING DRIVE CENTERLINE
---	EXISTING UTILITY CENTERLINE
---	EXISTING CURB CENTERLINE
---	EXISTING DRIVE CENTERLINE
---	EXISTING UTILITY CENTERLINE
---	EXISTING CURB CENTERLINE



**LOT M-4**  
 AREA - 500,000 SQ. FT. (10.0 ACRES)  
 USE - RESTAURANT, HOTEL, RETAIL  
 FROM ZONING DEPARTMENT OF BUILDING SERVICES

- PLAN REFERENCES**
1. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.
  2. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.
  3. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.
  4. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.
  5. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.
  6. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.
  7. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.
  8. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.
  9. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.
  10. PLAN OF ZONING OF LOT M-4 AND ADJACENT LOTS, DEPARTMENT OF BUILDING SERVICES, 1/1/1980.

**SHOWN ON GENERAL**  
 L.L.M. & SONS, ARCHITECTS  
 1000 NORTH AVENUE, SUITE 100  
 DARTMOUTH, MASSACHUSETTS 01928



**CITY OF DARTMOUTH**  
 ENGINEERING DEPARTMENT  
 PLAN OF ZONING  
 LOT M-4  
 L.L.M. & SONS, ARCHITECTS  
 1000 NORTH AVENUE, SUITE 100  
 DARTMOUTH, MASSACHUSETTS 01928  
 DATE: 1/1/1980  
 SCALE: 1" = 100'  
 DRAWN BY: J. J. JAMES  
 CHECKED BY: J. J. JAMES  
 FILE NO. 30-110

THIS LEASE made this ..... day of ....., 20 .....

**BETWEEN:** **HER MAJESTY THE QUEEN** in the Right of the Province of Nova Scotia, represented in this behalf by the Honourable Minister of Transportation and Infrastructure Renewal, duly authorized by Order in Council **2008-15**, made the **22<sup>ND</sup>** day of **JANUARY, 2008**.

(hereinafter called the "LANDLORD")

OF THE ONE PART

- AND -

**HALIFAX REGIONAL MUNICIPALITY**, PO Box 1749, Halifax, Nova Scotia

(hereinafter called the "TENANT")

OF THE OTHER PART

**WITNESSETH** that in consideration of the rents and terms hereinafter reserved and contained, the Landlord and Tenant covenant and agree as follows:

**I. THE PREMISES**

The Landlord hereby leases to the Tenant all that certain land and buildings as described in Schedule "A" and outlined in red on Schedule "B" attached to and forming part of this Lease, hereinafter called the "premises". This Lease is subject to a License in favour of the Society for Supportive Housing for Young Mothers as described in Schedule "C".

**II. DURATION**

The duration of this Lease shall be for a period of **TEN (10) YEARS** commencing on the **1<sup>ST</sup>** day of **MAY 2007** and ending on the **30<sup>TH</sup>** day of **APRIL 2017**.

**III. RENEWAL OPTION**

Provided the Tenant shall have complied with all the terms and conditions of this Lease and is not in arrears as to the payment of rent or any money due and owing

hereunder, the Tenant shall have the option, exercisable by written notice to the Landlord given not less than **THREE (3) MONTHS** prior to the expiration of this Lease, to renew this Lease for a further term of ten (10) years, commencing on the expiration of the preceding term, subject to all of the covenants, provisos and agreements herein contained.

**IV. TERMINATION**

This Lease may be terminated by either party giving **SIX (6)** months' written notice.

**V. RENTAL**

The Tenant shall pay to the Landlord as rent the sum of **ONE DOLLAR (\$1.00)** for the term of the Lease. The Tenant agrees to pay the Landlord without the necessity of any demand therefore at the principal office of the Landlord or its agent or any other place designated by the Landlord, without notice, demand, deduction, defalcation or abatement.

**VI. USE OF THE PREMISES**

The Tenant agrees that during this lease the Tenant will use the premises for recreational purposes.

**VII. CONDITION OF THE PREMISES**

The Tenant agrees to accept the premises on an as is, where is, basis with all operating and maintenance costs to be paid by the Tenant. The Tenant agrees that no alterations may be made to the building or grounds without prior written approval of the Landlord.

**VIII. SERVICES**

All services for the building are to be the responsibility of the Tenant; including, maintenance, heat, lights, water and sewage, access to the building, and snow plowing.

**IX. TAXES**

All taxes of any kind relating to the premises or its use and occupation are to be paid by the Tenant.

X. **SUBLET, ASSIGNMENT**

The Tenant may not sublet or assign all or any portion of the premises without the prior written consent of the Landlord.

XI. **COMPLIANCE WITH ALL LAWS**

The Tenant agrees to maintain the premises, and its use and occupation thereof, in such a manner so as to comply with all applicable Municipal, Provincial or Federal laws at its own expense.

XII. **VALUE OF INTEREST CONVEYED TO TENANT**

In the event of an expropriation of the premises, the Tenant hereby agrees that the value of its interest in the premises is limited to the current market value at the time of expropriation of any renovations or improvements made by it.

XIII. **MAINTENANCE OF THE PREMISES**

The Tenant agrees to maintain the premises in a good state of repair and return them to the Landlord in a habitable state of repair at the termination of this Lease. In the event that the Landlord, in Her sole discretion, determines that any aspect of the premises are not maintained in a satisfactory condition, the Landlord reserves the right to enter the premises and make whatever repairs it deems necessary in order to maintain the property in a presentable appearance and protect it from deterioration. The cost of the Landlord performing any such repairs may, by written notice, be charged to the tenant. In the event that the Landlord determines the tenant should pay a portion or all of the costs incurred under this Section, the Tenant shall pay the amount charged to it within ninety (90) days.

XIV. **EXCLUSION OF WARRANTIES**

No representations, agreements, warranties, conditions or guarantees of any nature whatsoever, whether oral or written, expressed or implied, exist between the Landlord



and the tenant with respect to the premises except as contained in this lease.

**XV. INSURANCE**

The Tenant shall at its cost obtain and maintain during the currency of this lease:

**A.**

1. Commercial General Liability insurance covering bodily injury, property damage, personal injury, for all premises and operations arising from the occupancy of the premises, tenants legal liability, contingent liability with respect to the operations of Sub Leases (if any), contractual liability;
2. Automobile Liability Insurance for owned, leased and non owned units (if any);
3. the minimum limits of coverage of 1. and 2. above shall be not less than \$1,000,000.00 with respect to each occurrence or accident, \$1,000,000.00 annual aggregate, on an occurrence (not claims made) basis.

**B.** All insurance shall be written in such terms as will fully protect the Tenant and the Owner as an additional named insured.

**C.** All insurance shall be endorsed to provide a minimum advance written notice to the owner of not less than 30 days in the event of cancellation, termination, or reduction in coverage or limits, such notice to be made to the owner by the Insurer.

**D.** Prior to completion of the lease, file with the Landlord a certified copy of each complete insurance policy required.

**E.** The Tenant shall not do or omit to do or suffer anything to be done or omitted to be done on the leased premises which will in any way impair or

invalidate such policy or policies.

XVI.

**ENTIRE AGREEMENT CLAUSE**

This Lease Agreement constitutes the entire Lease Agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, agreements, and all other communications between the parties unless specifically addressed in the Lease Agreement.

IN WITNESS WHEREOF **HER MAJESTY THE**

**QUEEN** and **HALIFAX REGIONAL MUNICIPALITY** have caused this lease to be executed by their respective officers duly authorized in that behalf on the dates hereinafter set forth.

SIGNED, SEALED AND DELIVERED )  
 in the presence of: )

..... )  
 Witness for the Minister )  
 of Transportation and Infrastructure )  
 Renewal )

..... )  
 The Honourable Minister )  
 Transportation and Infrastructure )  
 Renewal )

) **HALIFAX REGIONAL MUNICIPALITY**

..... )  
 Witness )

**PROVINCE OF NOVA SCOTIA** )  
**HALIFAX REGIONAL MUNICIPALITY** )

On this ..... day of ..... A.  
 D. 20 ....., before me, the subscriber, personally came and appeared .....  
 ..... a subscribing witness to the foregoing Indenture, who having been  
 duly sworn, made oath and said that **HER MAJESTY THE QUEEN**, one of the parties  
 thereto, caused the same to be executed in Her name and on Her behalf and at the  
 same time caused Her Corporate Seal to be hereunto affixed by .....  
 ..... Her proper officer duly authorized in that behalf, in h ..... presence.

.....  
 A Barrister of the Supreme Court of  
 Nova Scotia

**PROVINCE OF**..... )  
**COUNTY OF** ..... )

On this ..... day of ..... A.  
 D. 20 ....., before me, the subscriber, personally came and appeared .....  
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 parties thereto, caused the same to be executed in its name and on its behalf and at  
 the same time caused its Corporate Seal to be hereunto affixed by .....  
 ..... its proper officer duly authorized in that behalf, in  
 its presence.

.....  
 A Barrister of the Supreme Court of

Schedule "A"

ALL that certain lot of land on the southeastern side of Mount Hope Avenue in the City of Dartmouth, Province of Nova Scotia, being Lot M-1, shown on a plan of lands owned by Her Majesty the Queen (Department of Government Services), signed by Granville Leopold, N.S.L.S., dated July 25, 1974 and described as follows:

BEGINNING on the southeastern boundary of Mount Hope Avenue at the most northern corner of lands leased to the City of Dartmouth as recorded at the Registry of Deeds for the County of Halifax in Book 1577 at Page 79;

THENCE N66° 06' 52"E, 143.22 feet along said southeastern boundary of Mount Hope Avenue to an angle therein;

THENCE N53° 02' 52"E, 200.00 feet along the southeastern boundary of Mount Hope Avenue to a point thereon;

THENCE S49° 27' 08"E, 323.82 feet;

THENCE S55° 46' 19"W, 674.30 feet to the curved northeastern boundary of the proposed street line of Pleasant Street;

THENCE northwesterly on a curve to the left which has a radius of 15,050.00 feet along said proposed street line for a distance of 227.97 feet to its intersection with the southeastern boundary of the aforesaid lands leased to the City of Dartmouth;

THENCE N66° 06' 52"E, 182.91 feet along the said southeastern boundary to the most eastern corner thereof;

THENCE N23° 53' 08"W, 140.00 feet along the northeastern boundary of said lands leased to the City of Dartmouth to the Place of Beginning.

ALL bearings are referred to a transverse mercator grid, 3° Zone.

CONTAINING an Area of 167,894 Square Feet.

Lot "M-4"

ALL that certain lot of land situate, lying and being Lot "M-4" on the southeastern side of Mount Hope Avenue as shown on a plan (City of Dartmouth Engineering Department Plan File No. 34-140) entitled "Plan of Survey of Lot "M-4" lands of Her Majesty The Queen (Nova Scotia Department of Government Services)...", dated August 28, 1984, signed by L. Paul Zinck, N.S.L.S., being in the City of Dartmouth, County of Halifax, Province of Nova Scotia, the said lot being more particularly described as follows:

BEGINNING on the southeastern boundary of Mount Hope Avenue at the most northerly corner of Lot "M-1", the said point being N 20° 32' 56" E, 793.01 feet of Nova Scotia Co-ordinate Monument Number 5415;

THENCE N 53° 02' 52" E, 75.09 feet along the southeastern boundary of Mount Hope Avenue to the most westerly corner of Lot "M-3";

THENCE S 36° 57' 08" E, 755.39 feet along the southwestern boundary of Lot M-3 to the northwestern boundary of Lot 103;

THENCE S 37° 57' 41" W, 544.08 feet along a portion of the northwestern boundary of Lot 103, the northwestern boundary of Lot 104 and a portion of a northwestern boundary of lands of Industrial Estates Limited to the most easterly corner of Lot "F-1";

THENCE N 32° 57' 22" W, 197.55 feet along the northeastern boundaries of Lots "F-1", "E-1" and "D-1" to the southeastern boundary of Lot "C-1";

THENCE N 56° 06' 56" E, 6.04 feet along a portion of the southeastern boundary of Lot "C-1" to the most easterly corner thereof;

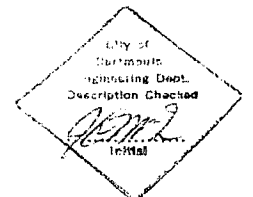
THENCE N 22° 40' 22" W, 415.89 feet along the northeastern boundary of Lot "C-1" and a northeastern boundary of Lot "SX" to the southeastern boundary of Lot "M-1";

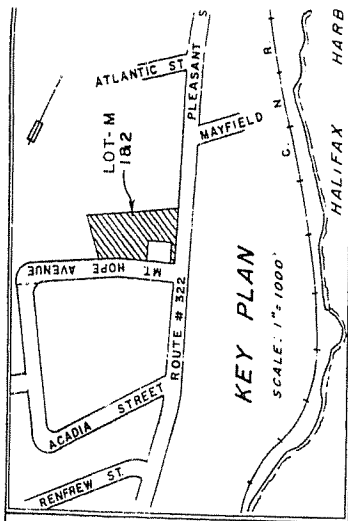
THENCE N 55° 46' 19" E, 398.40 feet along a portion of the southeastern boundary of Lot "M-1" to the most easterly corner thereof;

THENCE N 49° 27' 08" W, 323.82 feet along the northeastern boundary of Lot "M-1" to the point of beginning.

CONTAINING an area of 256,684 square feet (5.89 acres).

ALL bearings being 3° Modified Transverse Mercator Grid Bearings, Central Meridian 64° 30' West Longitude.

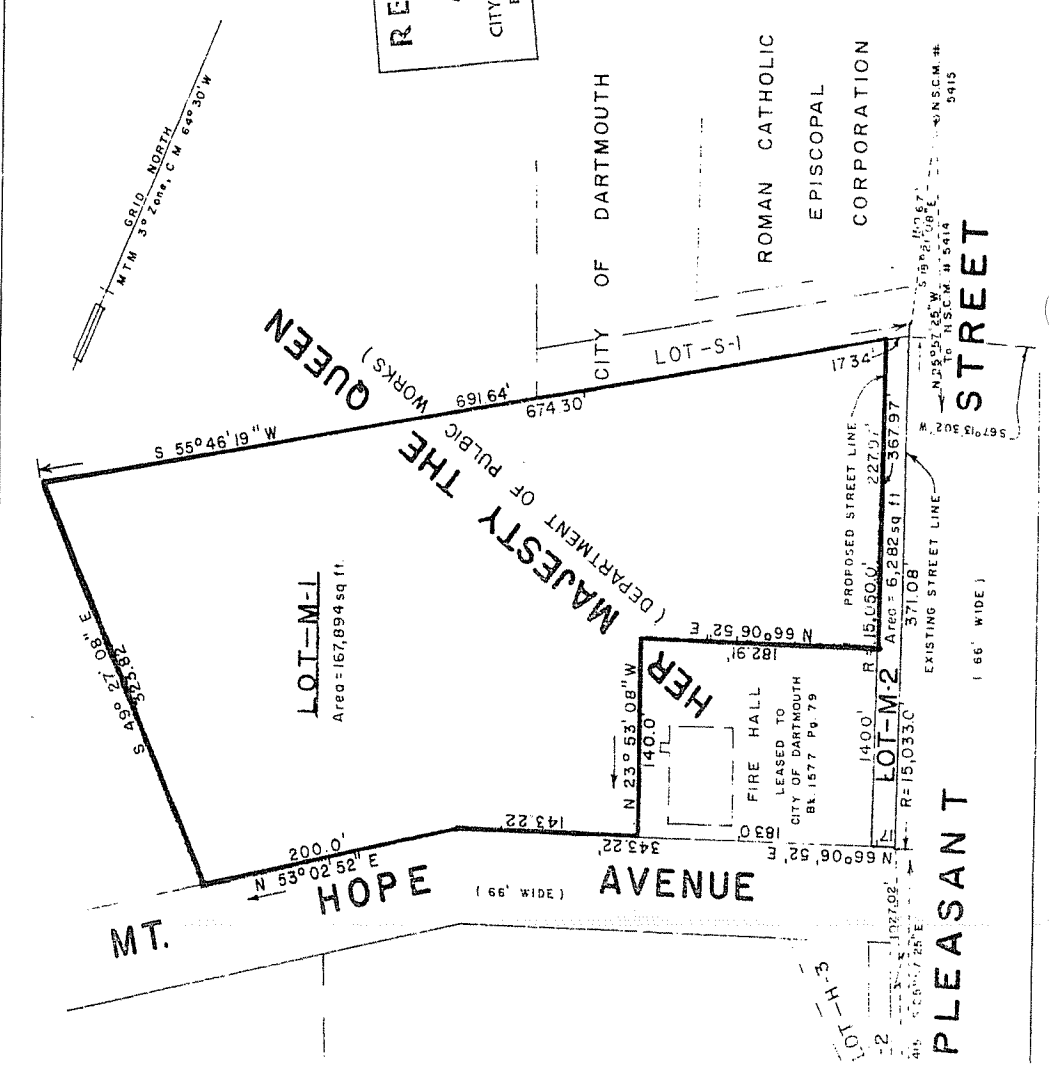


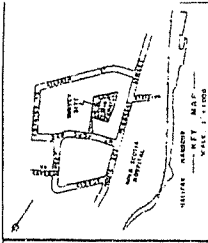


**RECEIVED**  
 AUG 14 1974 I certify that this plan accurately shows the manner in which the land included therein has been surveyed and / or subdivided by me an ENGINEER that the said plan is prepared in accordance with the provisions of the Registry Act.

Dated the 25<sup>th</sup> day of JULY 1974  
*Lionelle F. Foppe* N.S.L.S.

PLAN SHOWING  
 LANDS OWNED BY  
**HER MAJESTY THE QUEEN**  
 (DEPARTMENT OF PUBLIC WORKS)  
 PLEASANT STREET  
 DARTMOUTH  
 JULY 25, 1974  
 SCALE 1" = 1000'  
 SERVANT, DUNBRACK, MCKENZIE & McDONALD LTD.  
 LAND SURVEYORS  
 HALIFAX NOVA SCOTIA  
 FILE # 2925  
 PLAN # 7



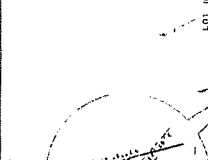


**LEGEND**

D.B.P. - DISTRICT BOUNDARY  
 D.M.P. - DISTRICT MAP  
 D.P. - DISTRICT PLAN  
 D.P.M. - DISTRICT MAP  
 D.P.S. - DISTRICT PLAN  
 D.P.T. - DISTRICT PLAN  
 D.P.U. - DISTRICT PLAN  
 D.P.V. - DISTRICT PLAN  
 D.P.W. - DISTRICT PLAN  
 D.P.X. - DISTRICT PLAN  
 D.P.Y. - DISTRICT PLAN  
 D.P.Z. - DISTRICT PLAN

**CO-ORDINATES**

NO.	EASTING	NORTHING
101	1000000.00	1000000.00
102	1000000.00	1000000.00
103	1000000.00	1000000.00
104	1000000.00	1000000.00
105	1000000.00	1000000.00



**LOT 104**

AREA 10000.00 SQ. FT.  
 PERMITS FOR 10 UNITS  
 DISTRICT MAP NO. 104

**LOT 105**

AREA 10000.00 SQ. FT.  
 PERMITS FOR 10 UNITS  
 DISTRICT MAP NO. 105

**LOT 106**

AREA 10000.00 SQ. FT.  
 PERMITS FOR 10 UNITS  
 DISTRICT MAP NO. 106

**LOT 107**

AREA 10000.00 SQ. FT.  
 PERMITS FOR 10 UNITS  
 DISTRICT MAP NO. 107

**LOT 108**

AREA 10000.00 SQ. FT.  
 PERMITS FOR 10 UNITS  
 DISTRICT MAP NO. 108

**PLAN REFERENCE**

THIS PLAN IS A REVISION OF THE PLAN FOR THE DISTRICT MAP NO. 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.

**REVISIONS**

1. TO CORRECT THE AREA OF LOT 104 FROM 10000.00 SQ. FT. TO 10000.00 SQ. FT.  
 2. TO CORRECT THE AREA OF LOT 105 FROM 10000.00 SQ. FT. TO 10000.00 SQ. FT.  
 3. TO CORRECT THE AREA OF LOT 106 FROM 10000.00 SQ. FT. TO 10000.00 SQ. FT.  
 4. TO CORRECT THE AREA OF LOT 107 FROM 10000.00 SQ. FT. TO 10000.00 SQ. FT.  
 5. TO CORRECT THE AREA OF LOT 108 FROM 10000.00 SQ. FT. TO 10000.00 SQ. FT.

**NOTICE**

THIS PLAN IS A REVISION OF THE PLAN FOR THE DISTRICT MAP NO. 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200.

**NOTICE**

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**NOTICE**

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**CITY OF DARTMOUTH**

ENGINEERING DEPARTMENT  
 PLAN OF SUBDIVISION OF  
 LANDS OF  
 HER MAJESTY THE QUEEN  
 FROM THE DEPARTMENT OF THE ARMY  
 1860-1861  
 DRAWN BY J. H. B. 1900  
 FILE NO. 34-140  
 CHECKED BY J. H. B. 1900

License No. 06RR02E

THIS LICENSE made in duplicate*May 1st*

, 2007.

**BETWEEN:** HER MAJESTY THE QUEEN in right of the Province of Nova Scotia as represented by the Minister of Transportation and Public Works (hereinafter called the "Licensor")

**-and-** SOCIETY FOR SUPPORTIVE HOUSING FOR YOUNG MOTHERS a registered company having its registered office at Halifax, Halifax County, Province of Nova Scotia (hereinafter called the "Licensee")

**WHEREAS** the Licensor owns certain lands (hereinafter called the "Licensed Premises") located at Pleasant Street, Dartmouth, Halifax County, which is shown as LOT M-1 NOVA SCOTIA TRANSPORTATION AND PUBLIC WORKS on Schedule "A" attached hereto and forming part of this License;

**AND WHEREAS** the Licensee wishes to use the lands shown outlined in red on the attached Schedule "A" to provide access to lands that it owns together with overhead utility lines and poles;

**NOW THEREFORE** in consideration of the mutual covenants contained in this License, the Licensor and Licensee agree as follows:

1. **PURPOSE:** The Licensor provides to the Licensee authorization to use and to enter upon the Licensed Premises for the purpose of maintaining and using the lands to facilitate access to lands owned by the Licensee, together with overhead utility lines and poles and for no other purpose.
2. **TERM:** The License shall commence on May 1, 2007 and shall be automatically renewed annually unless terminated or cancelled as provided for herein, for a period of ten (10) years until April 30, 2017.
3. **RATE:** The License for the ten (10) year term shall be issued for the nominal fee of \$1.00, receipt of which is hereby acknowledged.
4. **MAINTENANCE COSTS:** The Licensee shall be solely responsible for all costs to utilize and maintain the Licensed Premises for the purposes described herein in clause 1.
5. **TERMINATION:** The Licensor may terminate this Licensee if the Licensee breaches or defaults on any covenant of this License and fails to remedy the same after being given sixty (60) days written notice by the Licensor.
6. **CANCELLATION:** This License may be cancelled by either the Licensee or the Licensor giving the other sixty (60) days notice in writing. The Licensee shall have no right of claim against the Licensor for damages, losses, expenses or any other liability which may result from the cancellation of this License.
7. **INSPECTION:** The Licensor reserves the right to inspect the Licensed Premises at all times and the Licensee shall, at the Licensee's own expense, perform such repairs or do such work to the Licensed Premises as may be required by the Licensor.
8. **RIGHT OR PRIVILEGE:** Any right authorized by this License shall be for the sole purpose described herein in clause 1, unless otherwise consented to in writing by the Licensor.



9. **ASSIGNMENT AND TRANSFER:** The Licensee shall not sublicense, assign, or in any way encumber the Licensed Premises, or any part thereof, without the prior written consent of the Licensor whose consent may be withheld for any reason whatsoever.

10. **LIABILITY:** (a) The Licensee shall not have any claim or demand against the Licensor for loss, damage or injury of any nature whatsoever or howsoever caused to the person or property of the Licensee, its employees, servants, agents, guests, licensees, invitees, permitted assigns and the general public whose presence is authorized or not, unless such loss, damage or injury is due to the negligence of any officer or servant of the Licensor while acting within the scope of their employment.

(b) The Licensee shall be responsible for the actions and safety of all persons authorized by the Licensee to use and maintain the Licensed Premises.

(c) The Licensee, its employees, servants, agents, guests, licensees, invitees, permitted assigns and general public whose presence is authorized or not, voluntarily accept all risks incurred while using or maintaining the Licensed Premises.

(d) The Licensee shall hold and pay for sufficient insurance to cover the Licensee and Licensor, Her officers, agents and servants against any claim or demand which may arise from or be connected with the Licensee's use of the Licensed premises.

11. **INDEMNITY:** (a) The Licensee shall at all times indemnify and save harmless the Licensor from and against all claims, demands, losses, costs, damages, actions, suits, and other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of these Presents or any actions or things done or maintained by virtue hereof, or the exercise in any manner of any rights arising hereunder, except claims for damage resulting from the negligence of any officer or servant of the Licensor while acting within the scope of their employment.

(b) Details of claims or other proceeding brought against the Licensee with respect to the Licensed Premises are to be immediately reported to the Licensor.

(c) The obligations of the Licensee under this "INDEMNITY" clause shall survive the cancellation or termination of this License.

12. **TITLE:** Should the Licensor's title to the Licensed Premises prove to be defective, this License may be terminated forthwith with no loss or claim for damages from the Licensee.

13. **FIRE HAZARD:** The Licensee shall not do or permit to be done anything on the Licensed Premises which might increase the fire hazard to the lands or to other lands adjacent thereto.

14. **NUISANCE:** The Licensee shall not cause any nuisance or damage to the adjacent lands or nearby properties.

15. **ENUREMENT:** This License shall enure to the benefit of and be binding upon the Licensor, Her Heirs, Successors, assigns and authorized representatives, and upon the Licensee, and the successors and permitted assigns of the Licensee.

16. **WAIVER:** The failure of the Licensor to insist upon the strict performance of any of the covenants contained in this License shall not be deemed a waiver of any rights or remedies that the Licensor may have and shall not be deemed a waiver of any subsequent breach or default in the covenants contained in this License.

17. **INVALIDITY:** The invalidity of any particular covenant of this License shall not affect any other covenant and this License shall be construed as if such invalid covenants were omitted.

18. **LAWS:** The Licensee shall comply with all laws whether federal, provincial or municipal which may apply or relate to the Licensee's use and maintenance of the Licensed Premises.

19. **NOTICE:** (a) Any notice to the Licensor shall be served personally or by post at the following address:

DEPARTMENT OF TRANSPORTATION AND PUBLIC WORKS  
PO Box 186  
Halifax, NS B3J 2N2

(b) Any notice or document required to be served on the Licensee shall be sufficiently given if delivered personally or by post to the Licensee at the following address:

SOCIETY FOR SUPPORTIVE HOUSING FOR YOUNG MOTHERS  
35 Walton Drive  
Halifax, NS B3N 1X6

The Licensee shall advise the Licensor in writing of any change of address. Any notice mailed shall be conclusively deemed to have been received five (5) days following the date such notice was posted.

20. **TIME:** Time is of the essence.

21. **GENDER:** In this License, wherever the singular and masculine genders are used, the same shall be construed as meaning the appropriate plural and feminine genders as the context requires.

22. **ENTIRE AGREEMENT:** This agreement shall constitute the entire agreement between the Licensee and Licensor with respect to the subject matter hereof and supercedes all other agreements, contracts, or understandings, whether oral or in writing.

22. **AMENDMENT:** This License may not be changed, modified or discharged orally. All changes shall be made in writing signed by both the Licensee and Licensor.

23. **DISPUTES:** In the event of any dispute or difference arising as to any matter or thing connected with this License or the interpretation thereof, the same shall be determined at the sole discretion of the Licensor.

**IN WITNESS WHEREOF** the said Licensor and Licensee have executed this License the day and year first written above.

SIGNED, SEALED AND DELIVERED  
in the presence of..

Muriel R. Greenwood  
Witness

Jana Clayton  
Witness

Jana Clayton  
Witness

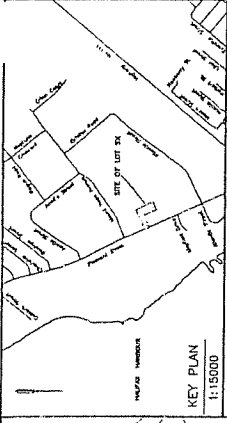
) **HER MAJESTY THE QUEEN**  
) in right of the  
) Province of Nova Scotia

) [Signature]  
) **Minister of Transportation and**  
) **Public Works**  
) Licensor

) **Society for Supportive Housing**  
) **for Young Mothers**  
) Licensee

) [Signature]  
) Per:

) [Signature]  
) Per:



LEGEND

0	BOUNDARIES OF LOT SX
○	MANHOLE
○	CONTOUR
○	LAND INFORMATION SERVICES (PAGES, CONSTRUCTION PERMITS)
○	UTILITY POLE WITH GUY
○	CONCRETE RETAINMENT WALL
○	CONCRETE WALL
○	LOT POLE
○	RIGHT OF WAY

PLAN REFERENCES

- PLAN SHOWING LOTS 77, 78, 79 AND 80: LAYOUT OF THE CITY OF DARTMOUTH, RELEVANT PORTIONS OF LOTS 77 AND 78, LOTS 79 AND 80, DATED AUGUST 21, 1971, SIGNED BY L. PAUL BRACK, M.A.S.L.
- PLAN OF ADJACENT LOTS 77, 78, 79 AND 80: LAYOUT OF THE CITY OF DARTMOUTH, RELEVANT PORTIONS OF LOTS 77, 78, 79 AND 80, DATED AUGUST 21, 1971, SIGNED BY L. PAUL BRACK, M.A.S.L.
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Schedule "A"

**HALIFAX**

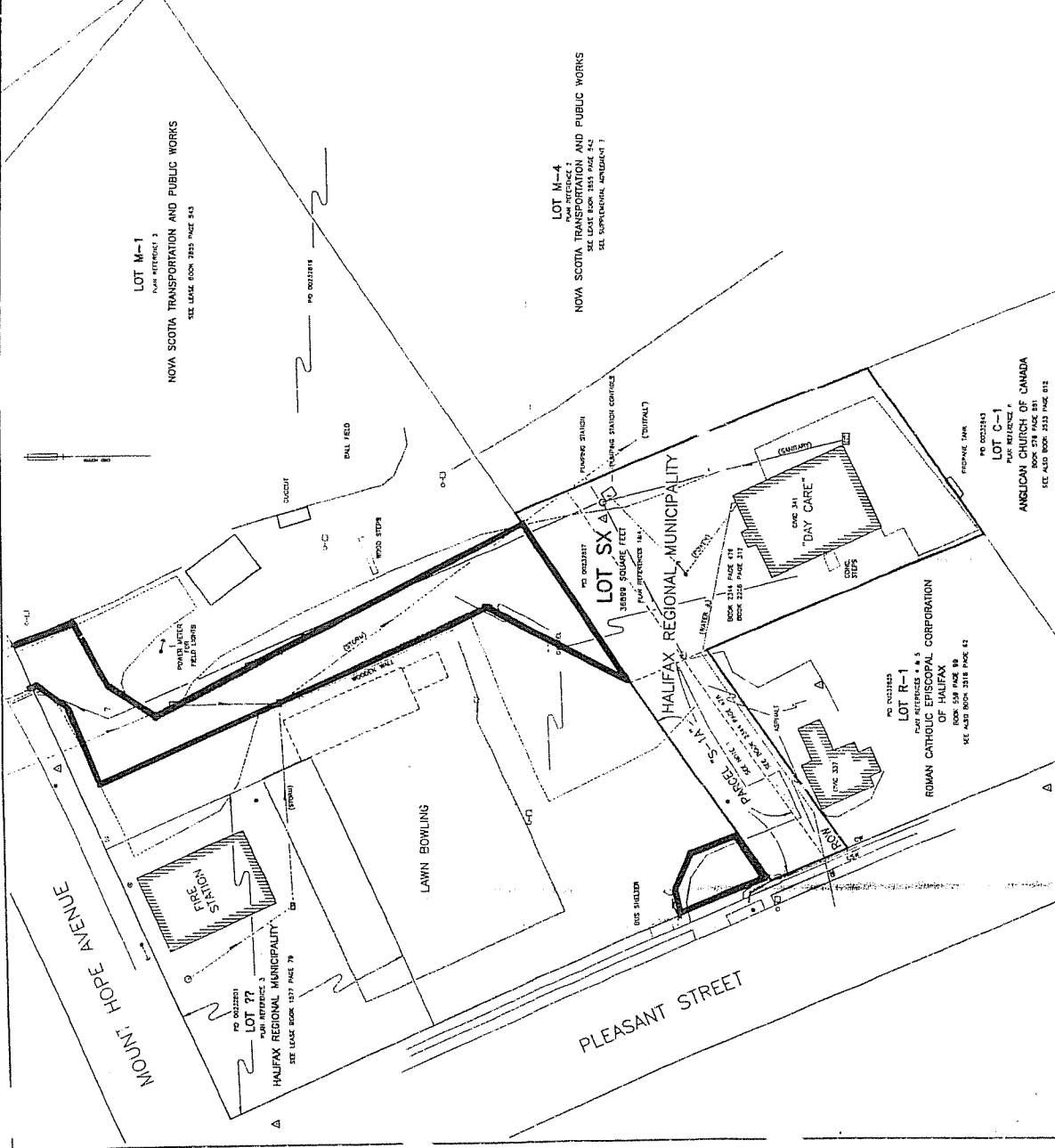
REGIONAL MUNICIPALITY  
PUBLIC WORKS AND TRANSPORTATION SERVICES  
DESIGN & CONSTRUCTION SERVICES

SITE PLAN OF

LOT SX  
LANDS OF  
HALIFAX REGIONAL MUNICIPALITY  
(AND AREA)

DARTMOUTH	Scale 1:5000	Plan No.
20th 2003 DE 22	Drawn L.P.Z.	Job No. 5003088
Director	Director	

PLEASANT STREET  
HALIFAX COUNTY  
NOVA SCOTIA



NOTES

1. PAVING 3/4" IN. GRAVEL FOR LAKE TO BE USED FOR A PARKING LOT.