



Conditions of East Hants Business Park Lot Sales

East Hants includes terms and conditions in the sale of its business park lots in order to foster job creation, investment, commercial development, and to discourage land speculation. These terms and conditions are contained in the agreement of purchase and sale and the buyback and right of first refusal agreement, they are summarized below for information purposes.

10% down deposit

1. The purchaser must submit a deposit equal to 10% of the purchase price to accompany this Application to Purchase. This will be credited towards the purchase price on the date of closing.
 - (a) The deposit will be returned to the Purchaser, without interest, in the event that East Hants fails to fulfil the terms of the Agreement of Purchase and Sale.
 - (b) The deposit will be forfeited if the Purchaser fails to complete the sale in accordance with the terms of the Agreement of Purchase and Sale in addition to any other rights, costs or damages that East Hants may otherwise be entitled to.

Minimum Value of Development

2. The Development shall result in a total assessed value of all land and buildings on the Property of at least:
 - a) \$350,000 per acre purchased in the Elmsdale Business Park, and
 - b) \$180,434 per acre purchased in the Uniacke Business Park,

based on the number of acres purchased. For example, the purchase of 3 acres in the Elmsdale Business Park will require a total development value of \$1,050,000.

3. The Development shall be in accordance with the provisions of the Land Use By-Laws of the Municipality. Any changes to the proposed Development shall be approved in writing by the Municipality.

Commencement and Completion of Construction

4. Commencement of Construction shall occur no later than twelve (12) months from Closing.
5. Construction of the Development, including landscaping, paving and curbing, and fencing as required, shall be completed no later than twenty-four (24) months from Closing.

Municipality's Right to Buy-Back the Property

6. If, no earlier than twenty-four (24) months from Closing, the Purchaser has not complied with the provisions of Clauses 2, 3, 4 or 5 of the buyback and right of first refusal agreement, the Municipality may buy-back the Property.
7. If the Municipality elects to buy-back the Property, the purchase price shall be the same price paid to the Municipality by the first purchaser that purchased the Property from the Municipality, less

8. the cost of reinstating the Property to its condition at Closing if the Municipality, in its sole discretion, decides not to accept the Property in its condition on the date that the Municipality decides to exercise its right to buy-back the Property, b) the Municipality's legal fees incurred to buy-back the Property, and c) the Municipality's administration costs to buy-back the Property. The cost of reinstatement and the Municipality's legal and administration costs shall be determined by the Municipality in its sole discretion.
9. If the Development is substantially complete to the roof-tight construction stage as confirmed by a Municipality building inspector the Purchaser shall be entitled to request a release of this Agreement from the Municipality and the Municipality shall provide same to the Purchaser and the Purchaser shall be responsible for its registration.

Fee Payment as an Alternative to Buy-Back

10. If, within twenty-four (24) months of Closing the Purchaser has not complied with the provisions of Clauses 2, 3, 4 or 5 of the buyback and right of first refusal agreement, the Municipality may, instead of buying back the Property pursuant to Clause 6, and in its sole discretion, permit the Purchaser to retain ownership of the Property upon paying a fee to the Municipality (the "Fee").
11. The Fee shall be an amount equal to the total annual commercial real property taxes levied on a commercial property valued at \$350,000, per acre if the Property is in the Elmsdale Business Park and \$180,434 per acre if the Property is in the Uniacke Business Park, less any annual property tax levied on the lot. The Purchaser shall pay the Fee retroactively from the date twenty-four (24) months after Closing to the date that the Municipality elects to impose the Fee. The Purchaser shall continue to pay the Fee every twelve (12) months thereafter until either (i) the provisions of Clause 5 have been complied with and construction of the Development is complete, or (ii) the Municipality elects to buy-back the Property pursuant to Clause 6.
12. If the Municipality elects to buy-back the property before a subsequent twelve (12) month period has expired, the Purchaser shall pay the Fee on a pro-rated basis based on the date the Municipality elects to exercise its right to buy-back the Property pursuant to Clause 6.
13. The Fee will be determined based on the prevailing commercial real property tax rate for the Municipality at the time that the Municipality elects to impose the Fee. Thereafter, the Fee shall be based on the prevailing commercial real property tax rate of the Municipality at the time the Municipality issues its invoice for the Fee.
14. The Fee shall be in addition to any real property taxes levied on the Property.
15. As an example of how the Fee is determined, if the Purchaser buys three (3) acres in the Elmsdale Business Park, thirty (30) months after Closing Commencement of Construction has not occurred, and the Municipality elects to permit the Purchaser to retain ownership of the Property by paying the Fee, the Fee to be paid will be equal to the commercial real property taxes levied on a commercial property valued at \$1,050,000 for six (6) months, based on the commercial real property tax rates applicable at that time, less any annual property tax levied on the lot. The Municipality will invoice the Purchaser every twelve (12) months thereafter at the prevailing tax rates until either (i) Clause 5 has been complied with and construction of the Development is complete, or (ii) the Municipality elects to buy-back the property pursuant to Clause 6. If the Municipality elects to buy-back the property before a subsequent twelve (12) month period has expired, the Purchaser shall pay the Fee on a pro-rated basis based on the date the Municipality elects to exercise its right to purchase the Property pursuant to Clause 6.
16. The Municipality may, in its sole discretion, elect to buy-back the Property, pursuant to Clause 6, at any time after it has elected to impose the Fee, and the Purchaser shall be obligated to pay the Fee pro-rated to the date the Municipality elects to buy-back the Property.
17. The Purchaser shall be obligated to pay the Fee to the Municipality within thirty (30) calendar days of receiving an invoice from the Municipality for the Fee.

Municipality's Right of First Refusal

18. If the Purchaser decides to sell all or a portion of the Property prior to the Commencement of Construction and receives a bona fide offer from a third party purchaser that the Purchaser is willing to accept, the Municipality shall have a right of first refusal to purchase same as follows:
- a) The Purchaser shall provide the Municipality with notice of the offer in writing and the Municipality shall have fourteen (14) business days from receipt of the notice to exercise its right of first refusal and agree to purchase the lands for the same price and on the same terms as set out in the offer.
 - b) If the Municipality does not notify the Purchaser in writing that it has decided to exercise its right of first refusal within fourteen (14) business days then the Municipality shall be deemed to have not exercised its right of first refusal and the Purchaser may sell the lands in accordance with the offer.
 - c) This right of first refusal shall be terminated and be of no force or effect from and after the date that construction of the Development is complete, including landscaping, paving and curbing, and fencing as required.