

Hand-delivered

June 23, 2023

Dear Neighbors,

When we moved to Nova Scotia from Switzerland we had no intention of returning to Europe. We loved our property, our community and our friends and it was wonderful to be closer to my mother and step-father who live in Shubenacadie. We were committed to taking care of our 52 acres and the wildlife that called it home. It was expensive and rewarding but we thought if we ever needed more funds, we could sell one of the lots. We also had plans to build a small home for my parents when they needed more care. We had even chosen a place to bury our ashes when the time came.

But then the pandemic happened and everything changed. We feared one day we wouldn't be able to see our three children who all live in Switzerland. So with tremendous grief in September 2021 we decided to leave our beloved Owl's Nest and community for a life closer to our children and our future grandchildren.

Our troubles started in October 2021 when we were told by a prospective buyer's lawyer that we didn't actually have legal access to our land so no interested party would buy it. After many months of investigation and advice, it was suggested we reconfigure our 3 lots so we could obtain legal access. We eventually got that done but after we accepted a young professional's offer in April this year we were told by his lawyer that we still did not have legal access and that we had lost any previous legal access when we reconfigured the 3 lots. He said if we did not obtain a signed easement agreement from each of our neighbors, we would never be able to sell our property – ever.

So our lawyer, Kristin Pike, and the buyer's lawyer worked on an easement agreement that we hoped would satisfy you. My husband and I insisted no developer be allowed to buy our property and ruin it so the agreement was written to reflect that. Even the Municipality had to be powerless to change that. Originally, we wanted to limit any potential development to just 2 additional homes, one for each empty 10-acre lot however we were advised this was very restrictive and expensive to maintain. We were eventually persuaded that it wouldn't be unreasonable to limit the possible future additional homes to 5 instead of 2. We understand from your response that this was indeed unreasonable and we are very sorry we were misled.

We understand you would like to keep the status quo and with our potential buyer that may turn out to be the case for many years. We have been told he has no intention of selling the 2 empty lots or building on them in the near future. We were told he would like to keep the lots for his family. But, for him to have legal access to our home, he will also need legal access to the 2 empty lots in-between. We have also heard that restricting all 3 lots to only ever being owned by one person might be acceptable to some of you but that wouldn't be acceptable to any buyer.

The new easement agreement attached limits any possible further development to 2 homes over the 52 acres. With all the “legalese” involved, you may not have realized that if you decide not to sign, we will never be able to sell our property. We will not only lose our investment, we will lose our ability to provide for the future we had planned for us and our families – a future we worked hard for.

So there’s a great deal at stake for us. In addition, we must sell our property by August – any later and the CRA will heavily penalize us. We are in a desperate situation and running out of time and that’s why we’d like to make one additional and final offer which would be non-negotiable:

With the exception of the Road Association and the Municipality we would like to offer \$15,000 to each individual who is mentioned in the attached easement agreement and required to sign. This offer is valid only if every individual mentioned in the easement agreement, including the Road Association and the Municipality legally signs, witnessed by a lawyer by July 10<sup>th</sup>, 2023. We are not offering \$15,000 to either the Road Association or the Municipality but we do require their signatures before July 10<sup>th</sup>, 2023. If only one signature is lacking then no one receives the funds. After July 10<sup>th</sup>, 2023 the offer is null and void for everyone. Three people have already signed the previous easement agreement and they will automatically receive the funds if everyone else signs by July 10<sup>th</sup>. The funds will be distributed once the easement agreement is registered in the land registry. Our lawyer will draw up a legal document that spells out our financial commitment to you. She will hand it to you in her office at the signing.

To be clear, will cannot entertain any other scenarios.

In the case that we don’t obtain the required signatures we won’t be able to keep our property and cannot know how that will impact Feather Lane or property values in the future. We promise you this is the best way for you to guarantee tranquility on Feather Lane and we hope and pray you will agree with us.

Please don’t hesitate to contact Kristin at (902) 405.8171 or [kpik@pattersonlaw.ca](mailto:kpik@pattersonlaw.ca) should you have any questions or concerns.

Thank you for taking the time to read this.

Sincerely,

Lorraine and Herve Burri