



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

Development Agreement

Between:

Dr. Reena Kapadia Dentistry Inc.

And

**Municipal Council for the
Municipality of the District of East
Hants, Nova Scotia**

To permit a new dental centre building,
which is over 230 m² of commercial
floor area on land zoned Village Core
(VC), on land identified as 300 Highway
2 (PID# 45076809), Enfield

Original agreement approved by
Municipal Council on the ____ day of
_____, 2021.

Signed and entered into this ____ day
of _____, 2021.

This Agreement made this ____ day of _____, 2021.

BETWEEN:

Dr. Reena Kapadia Dentistry inc. of Enfield, Nova Scotia

hereinafter called the “**DEVELOPER,**”

OF THE FIRST PART;

- and -

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia,

hereinafter called the “**MUNICIPALITY,**”

OF THE SECOND PART.

WHEREAS the “**DEVELOPER**” has good title to lands known as PID 45076809, Highway 2, Enfield, hereinafter called the “**PROPERTY**”, more particularly described in Schedule “A” of this agreement;

AND WHEREAS the “**DEVELOPER**” has requested that they be permitted to develop a dental centre building with a commercial floor area greater than 230 m², in the Village Core (VC) Zone on the “**PROPERTY**” by entering into a development agreement with the “**MUNICIPALITY**” pursuant to the *Municipal Government Act*, and pursuant to the *Municipality of East Hants Municipal Planning Strategy* Policies UD5, UD14, UD15, IM27, and IM28 so that the “**DEVELOPER**” may develop and utilize the “**PROPERTY**” in a manner not otherwise permitted by the Land Use Bylaw.

AND WHEREAS the Council of the “**MUNICIPALITY**”, hereinafter called the “**COUNCIL**”, at its meeting held the ____ day of _____, 2021, approved the “**DEVELOPER’S**” application to enter into a development agreement to permit a dental centre building with a commercial floor area greater than 230 m² in the Village Core (VC) Zone, hereinafter called the “**DEVELOPMENT,**” subject to the registered owners of the “**PROPERTY**” entering into this agreement.

NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of the covenants, promises and agreements contained herein, the parties hereto agree as follows:

4 LAND USE

- 1.1 The permitted uses of the Property, subject to the terms and conditions of this agreement, shall be all those uses permitted in the Village Core (VC) Zone, as per the requirements of the East Hants Land Use Bylaw, in addition to any other uses permitted by this agreement.
- 1.2 The Developer is permitted to a new dental centre building with a footprint of 346 sq m, generally in accordance with Schedule "B" and "Schedule C".
- 1.3 Except where specifically stated otherwise in this agreement, all provisions of the Land Use Bylaw of the Municipality of the District of East Hants, approved by Municipal Council on July 27, 2016 as amended, with specific reference to the requirements of the Village Core (VC) Zone, shall apply to this development.

5 PLANS

- 2.1 The Property shall be developed generally in accordance with the site plan attached to this agreement as "Schedule B".
- 2.2 The new building shall be developed generally in accordance with the elevation plans attached to this agreement as "Schedule C".
- 2.3 The Developer shall construct and maintain the parking areas generally as shown on the site plan attached to this agreement as Schedule "B". The parking area and driveway shall conform to the following requirements:
 - a. a minimum of 14 parking stalls shall be provided on-site; and
 - b. the width of the driveway shall be a minimum of 6.0 metres and a maximum width of 7.5 metres; and
 - c. Individual parking stalls shall be a minimum dimension of 2.8 m by 5.6 m exclusive of driveways or aisles; and
 - d. the parking area shall be paved with hot milled asphaltic concrete (HMAC) or Portland cement concrete (PCC), paving stones, or some other suitable paving material.
 - e. a minimum of two (2) bicycle parking spaces shall be provided.
- 2.4 The Developer shall provide a minimum 1.8m width walkway from the front entrance of the building to the sidewalk along Highway 2. The walkway shall be paved with asphalt, concrete, paving stones or some other suitable paving material.
- 2.5 Any new fencing shall be one of the following types: wooden picket, metal picket, baluster fence or common privacy fences such as treillage, or dog eared. Any new fencing shall not be one of the following types: chain link, stockade, split rail, basket weave or board-on-batten. The finished side of any new fencing shall face the public right-of-way or the neighbouring property.
- 2.6 New trees and/or shrubs shall be provided in the side yard and front yard, the location and area of the new trees and/or shrubs as identified on the site plan attached to this agreement as "Schedule B".
 - a. the trees or shrubs shall be evergreen and/or densely twigged deciduous.
 - b. the trees or shrubs shall have a potential full maturity height of 2.0 metres or greater.
 - c. when planted the trees or shrubs shall be a minimum height of 1.0 metres in height.
 - d. the trees or shrubs shall be planted by the first planting season following the completion of the building.
 - e. any trees or shrubs which die within 2 years of planting, shall be replaced by the developer in accordance with the size and location as identified by this development agreement.
- 2.7 Signage shall be in accordance with the signage provisions for the Village Core (VC) Zone.

- 2.8 All outdoor lighting shall be installed so as to reflect light away from adjacent properties. In order to preserve the night sky, the Developer is encouraged to use sensitive lighting which is orientated downward, is low wattage, energy efficient and minimizes glare.
- 2.9 Outdoor garbage receptacles are to be located in accordance with the site plan attached to this agreement as "Schedule B". The area for the storage of the garbage receptacles shall be screened from neighbouring properties with a minimum 1.8 metres high opaque fence or vegetation.
- 2.10 All disturbed areas of the site shall be landscaped with grass, perennial ground cover, trees or shrubs.
- 2.11 Within four (4) months of the new dental centre building being occupied, the existing building on the property will be demolished and the land shall be cleaned up in accordance with a plan to be approved by the Municipal Development Officer.
- 2.12 The new building shall be clad in metal siding and wood cladding.

3 DEVELOPMENT PERMIT

- 3.1 This development agreement shall be administered by the Development Officer as appointed by the Council of the Municipality of East Hants.
- 3.2 The development described in this agreement shall not be commenced until the Development Officer has issued a development permit. A development permit for the land use described in Section 1 of this agreement shall not be issued until the Development Officer is satisfied that the detailed plans are generally in conformance with the site plan attached as Schedule "B" and the requirements for the components in Schedule "B". The detailed plans shall also be generally in conformance with the plans attached as Schedule "C". In addition, the Development Officer shall not issue a development permit until:
- a. Nova Scotia Department of Transportation and Active Transit has granted positive recommendation on all transportation issues within their responsibility and has given their approval if any is required.
 - b. The Municipality has reviewed the detailed design of the water, sanitary and storm water drainage.
 - c. A stormwater drainage plan has been submitted.
 - d. A Lot Grading Plan, prepared in accordance with Municipal standards by qualified individuals shall be submitted.
 - e. The Municipality has confirmed that there is sufficient capacity to service the development with municipal water.
 - f. Payment for all required permit fees, registration of the document at the Registry of Deeds, and costs associated with advertising and processing the application have been received by the Municipality's Planning and Development Department.

4 IMPLEMENTATION

- 4.1 Upon breach of this agreement, the Municipality may proceed in accordance with Section 264 of the *Municipal Government Act*.
- 4.2 Subject to the provisions of this agreement, the Developer shall be bound, unless specifically stated otherwise in this agreement, by all Bylaws and regulations of the Municipality as well as to any applicable statutes, policies, and regulations of the Province of Nova Scotia or the Government of Canada.
- 4.3 This agreement shall run with the land and be binding upon the Developer, its lessees, and the occupiers of the land.
- 4.4 This agreement shall be filed by the Municipality in the Registry of Deeds at Lawrencetown, Nova Scotia, and shall form a charge or encumbrance upon the property as described in Schedule "A" attached hereto.

- 4.5 The costs of recording and filing all documents in connection with the agreement shall be paid by the Developer.
- 4.6 The provisions of this agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 4.7 The Developer shall at all times indemnify and save harmless the Municipality from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomever made, brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to anything done or omitted by the Developer or his servants or his agents or his employees in the fulfillment of any of his obligations under this Agreement.
- 4.8 Upon completion of the Development, or after three (3) years from the date of approval of this Agreement, whichever time period is less, Council may review this agreement, in whole or in part, and may:
- a. retain the Agreement in its present form; or
 - b. discharge the Agreement on the condition that for those portions of the development that are deemed complete by the Council, the Developer's rights hereunder are preserved and Council shall apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use By-law.

5 TIME LIMITS

- 5.1 The parties shall enter into this agreement within one (1) year of Council's approval to enter into this agreement.
- 5.2 Pursuant to the terms and conditions of this agreement, the Developer shall apply for a development permit for the dental centre building within one (1) year of the parties entering into this development agreement. Once a development permit has been issued the development shall be made consistent with all terms and conditions of this agreement and all features of the site plan attached as Schedule "B" no later than two (2) years after the development permit has been issued, otherwise the development agreement may be terminated and the existing zone and all provisions of the Land Use Bylaw shall apply.

6 UNSUBSTANTIAL AMENDMENTS

- 6.1 Any amendment to this agreement, whether substantive or otherwise, must be approved by both parties in writing.
- 6.2 Any unsubstantial amendment to either the terms of this agreement or to any Schedules shall be subject to the amendment procedures set out in the *Municipal Government Act*. Amendments which are considered unsubstantial are the following:
- a. A written request to have the time limits identified in Section 6 of this agreement extended by a period to be decided by Council.
 - b. Signage provisions.
 - c. Changes to the site plan that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department of Transportation and Active Transit and Nova Scotia Environment.
 - d. Matters dealing with parking.
 - e. Matters dealing with landscaping.

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

DEVELOPER

Witness

Reena Kapadia, Director
Dr. Reena Kapadia Dentistry inc.

MUNICIPALITY OF EAST HANTS

Witness

Kim Ramsay
Chief Administrative Officer & Municipal Clerk

Province of Nova Scotia, County of Hants.

On this _____ day of _____, 2021, before me the, subscriber personally came _____ and _____ appeared _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said that the Developer, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

Province of Nova Scotia, County of Hants.

On this _____ day of _____, 2021, before me, the subscriber personally came and appeared _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said that Kim Ramsay, CAO & Municipal Clerk, signing authority for the Municipality of East Hants, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

A Commissioner of the Supreme
Court of Nova Scotia

A Commissioner of the Supreme
Court of Nova Scotia

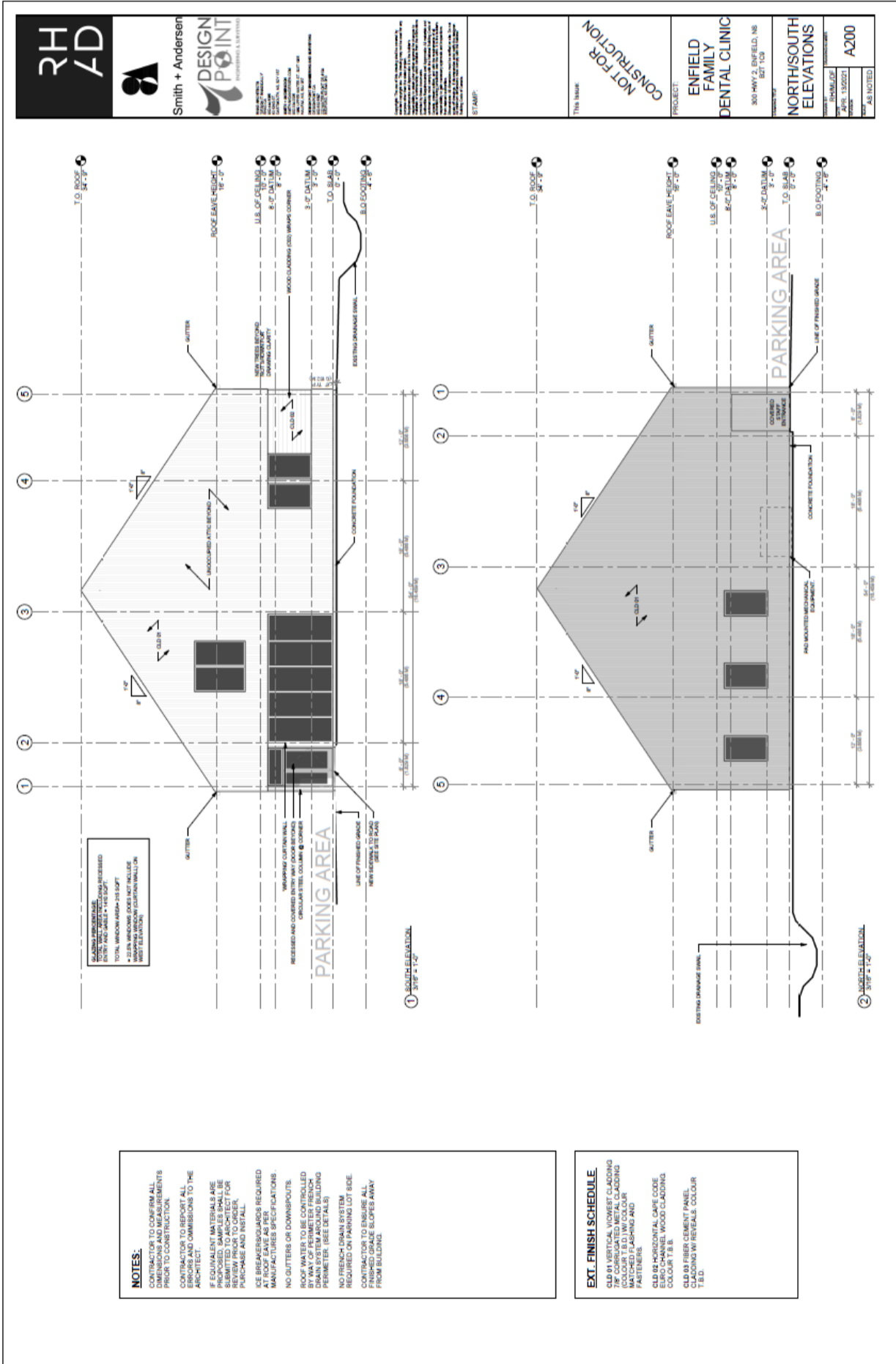
Schedule A

Deed Description of Property

This agreement applies to property identified by PID 45076809 and further described by Plan filed at the Registry of Deeds Office for the registration district of Hants in Lawrencetown, Nova Scotia, registered under the *Land Registration Act*.

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Schedule C
Elevation Plans



Development Agreement:
Dr. Reena Kapadia Dentistry inc. and the
Municipality of East Hants

