



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

## Development Agreement

Between:

**River Country Estates Subdivision Limited**

And

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

To permit a self-storage facility, which on land zoned Highway Commercial (HC), on land identified as the lot at the corner of Highways 214 and 14 (PID# 45154267), Nine Mile River.

Original agreement approved by Municipal Council on the \_\_\_\_ day of \_\_\_\_\_ 2021.

Signed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022.

This Agreement made this \_\_\_\_ day of \_\_\_\_\_, 2022.

**BETWEEN:**

**River Country Estates Subdivision Limited** of Nine Mile River, 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 45154267 at the corner of Highways 214 and 14, 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 self-storage facility, in the Highway Commercial (HC) 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* ED 23, 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 self-storage facility in the Highway Commercial (HC) 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 Highway Commercial (HC) 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 self-storage development with six self-storage buildings with a combined footprint of 1,895 sq m, and as generally in accordance with Schedule "B".
- 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 Highway Commercial (HC) 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 Developer shall construct and maintain the driveway off Highway 214 generally as shown on the site plan attached to this agreement as Schedule "B".
- 2.3 The emergency exit identified on the site plan attached to this agreement as Schedule "B" shall be used in the case of an emergency only. Signage shall be installed at the exit on Highway 14 indicating it shall be for emergency use only.
- 2.4 Except where gates are provided for vehicular access, a 1.5 m deep by 1.0 m high berm shall be constructed with trees planted every 2 metres along the base on any boundaries of the property abutting a public right-of-way with the planted area facing the public right-of-way. The berm shall be landscaped with grass or perennial ground cover.
- 2.5 New chain link fencing is permitted, but shall not exceed 1.8 m in height. The chain link fence may be constructed on the top of the berm.
- 2.6 The developer shall provide a buffer along the property boundary with the adjacent residential zoned properties. The buffer shall comply with the requirements of section 8.2.3 of the Land Use Bylaw. The buffer may include existing trees and vegetation where it complies with section 8.2.3 of the Land Use Bylaw. A chain link fence with a maximum height of 1.8 metres may be provided between the residential property boundary buffer and the self-storage units.
- 2.7 All outdoor lighting shall be installed so as to reflect light away from adjacent properties. The Developer will use sensitive lighting which is orientated downward, is low wattage, energy efficient and minimizes glare and light spill.
- 2.8 All disturbed areas of the site shall be landscaped with grass, perennial ground cover, trees or shrubs.
- 2.9 Any outdoor trash and recycling receptacles shall not be located adjacent to the boundary with residential zoned properties and shall be screened from any public any right-of-way.

#### **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". In addition, the Development Officer shall not issue a development permit until:
  - a. Nova Scotia Department of Public Works has granted positive recommendation on all transportation issues within their responsibility and has given their approval if any is required.

- b. 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 self-storage facility 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 5 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 landscaping.
- e. Matters dealing with boundary screening and fencing adjacent to public a right-of-way.
- f. A request to increase the footprint of the buildings by up to 5%.

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

\_\_\_\_\_  
Troy Matheson, President  
River County Estates Subdivision Limited.

**MUNICIPALITY OF EAST HANTS**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kim Ramsay  
Chief Administrative Officer & Municipal Clerk

Province of Nova Scotia, County of Hants.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2022, 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 \_\_\_\_\_, 2022, 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

**Development Agreement:  
River County Estates Subdivision Limited and the  
Municipality of East Hants**

**Schedule A**

**Deed Description of Property**

All that certain lot, portion or parcel of land situated lying and being at Hardwoodland, in the County of Hants, Province of Nova Scotia, being the lands of Hanco Holdings Ltd. as registered in Book 349, Page 570 described and bounded as follows:

Lying on the south side of the Highway leading from Milford to Windsor (Highway#14) and beginning at the South boundary line of the said highway;

Thence south two degrees, forty five minutes west (1968) two hundred and eleven feet (211.0) along the west boundary being the former property of Donald Dalrymple, known as Lot O , Plan No. 637;

Thence along the said boundary South fifty six degrees, ten minutes east (1968) sixty four feet (64.0) to the northerly boundary of Lot M, Plan Number 256, being the former property of Wayne and Sheila Holt;

Thence south forty five degrees, zero minutes west two hundred and twenty one and six tenths feet (221.6) along the said boundary to the Belnan Road (Highway 214);

Thence northward by the Belnan Road six hundred feet (600) more or less to the intersection Hardwoodland Road (Highway#14);

Thence eastward five hundred feet (500) more or less by the Hardwoodland Road to the point beginning.

Containing three (3) acres more or less.

**Burden**

Subject to an easement right of way between Marjorie Matheson and Nova Scotia Power Inc. which is described more fully in an easement right of way recorded at the Land Registration Office at Windsor, Nova Scotia as Document # 101106749.

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because the lands are the remaining lands of a larger parcel.

