



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

## **Draft Development Agreement**

Between:

**Gurmehar Singh Walia**

And

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

To permit the development of an automobile dealer and automobile vehicle repair and maintenance use on lands located in Belnan.

Original agreement approved by Municipal Council on the \_\_\_\_ day of December, 2024.

Signed and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025.

This DEVELOPMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 2025.

**BETWEEN:**

**Gurmehar Singh Walia** of Halifax, Nova Scotia

(hereinafter called the “**Developer**”)

**OF THE FIRST PART;**

- and -

**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** is the registered owner of lands identified as PID 45431129, Highway 214, Belnan, more particularly described in Schedule “A” of this agreement (the “**Property**”);

**AND WHEREAS** the **Developer** has requested that they be permitted to develop an automobile dealer and automobile vehicle repair and maintenance use, in the Rural Use (RU) 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 AR7.1, IM28, and IM29 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** (the “**Council**”), at its meeting held the \_\_\_\_ day of \_\_\_\_\_, 2024, approved the **Developer’s** application to enter into a development agreement to permit an automobile dealer and automobile vehicle repair and maintenance use in the Rural Use (RU) Zone (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:

## **1 LAND USE**

- (a) The permitted uses of the Property, subject to the terms and conditions of this agreement, shall be all those uses permitted in the Rural Use (RU) Zone, as per the requirements of the East Hants Land Use Bylaw, in addition to any other uses permitted by this agreement.
- (b) An automobile dealer and automobile vehicle repair and maintenance use shall be permitted by this Agreement, subject to the terms of this agreement and as generally illustrated by Schedule "B".
- (c) 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, 2023 as amended, shall apply to this development.

## **2 PLANS**

- (a) The Property shall be developed and used generally in accordance with the site plan attached to this agreement as Schedule "B" and with reference to this Schedule:
- (e) The grounds exclusive of the driveway, walkways, and building shall be landscaped with a combination of mulch, lawn, shrubs, trees, and other vegetation. All landscaping, required or otherwise, shall be regularly maintained.
- (f) Outdoor commercial refuse containers shall be permitted provided they are wholly enclosed by landscaping and/or opaque fencing of sufficient height and design to screen the storage area or refuse containers from public view or from abutting residential uses.
- (g) Signage shall be permitted in accordance with the signage provisions of the Land Use Bylaw.
- (k) The hours of operation shall be limited to 7:00 a.m. to 9:30 p.m. on weekdays and from 9:00 a.m. to 8:30 p.m. on weekends and holidays.
- (l) The maximum number of automobiles for sale at any one time shall be 20.
- (m) 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.
- (n) Parking requirements shall comply with the Parking Requirements of the Land Use Bylaw.
- (o) A 5 m wide vegetative buffer shall be maintained on the Property along the southern property line, between the Development and PID 45393808.

## **3 SERVICING**

- (a) The Developer agrees that the disposal of all refuse collected from the development is the responsibility of the Developer;
- (b) The Developer agrees that snow removal and de-icing the public parking area, and driveway located within the site is the responsibility of the Developer and not the Municipality. Snow removal shall occur as necessary so as to keep driveways and parking areas clear at all times during winter season.

## **4 DEVELOPMENT PERMIT**

- (a) This development agreement shall be administered by the Development Officer as appointed by the Council of the Municipality of East Hants.
- (b) 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 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:

- i. The Developer has submitted site plans in conformance with the terms and conditions of this development agreement (Schedule "B"); and
- ii. 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; and
- iii. The Nova Scotia Department of Public Works (NSPW) has granted positive recommendation on all transportation issues within their responsibility and has given their approval if any is required.

## **5 IMPLEMENTATION**

- (a) Upon breach of this agreement, the Municipality may proceed in accordance with Section 264 of the Municipal Government Act.
- (b) 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.
- (c) This agreement shall run with the land and be binding upon the Developer, its lessees, and the occupiers of the land.
- (d) This agreement shall be filed by the Municipality in the Registry of Deeds at Windsor, Nova Scotia, and shall form a charge or encumbrance upon the property as described in Schedule "A" attached hereto.
- (e) The costs of recording and filing all documents in connection with the agreement shall be paid by the Developer.
- (f) 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.
- (g) 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.
- (h) 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:
  - i. retain the Agreement in its present form
  - ii. 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 Bylaw.

## **6 TIME LIMITS**

- (a) The parties shall enter into this agreement within one (1) year of Council's approval to enter into this agreement.
- (b) Pursuant to the terms and conditions of this agreement, the Developer shall apply for a development permit to construct the automobile dealer and automobile vehicle repair and maintenance use within two (2) years of the parties entering into this development agreement,

or the agreement for the property identified as PID 45431129 may be terminated and the existing zone and all provisions of the Land Use Bylaw shall apply for this property.

- (c) 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 one (1) year after the development permit has been issued for the automobile dealer and automobile vehicle repair and maintenance use otherwise the development agreement may be terminated and the existing zone and all provisions of the Land Use By-law shall apply.

## **7 UNSUBSTANTIAL AMENDMENTS**

- (a) Any amendment to this agreement, whether substantive or otherwise, must be approved by both parties in writing:
- (b) 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.
- (c) Amendments which are considered unsubstantial are the following:
  - i. A written request to have the time limits identified in Section 8 of this agreement extended.
  - ii. 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 Public Works and the Nova Scotia Department of the Environment and Climate.
  - iii. Changes to the automobile dealer and automobile vehicle repair and maintenance buildings in order to comply with any bylaw or building code requirements.
  - v. A written request to expand the commercial buildings up to 25% of the floor area.
  - vi. Changes to the parking lot layout.
  - viii. Changes to the vehicular access design which are required to comply with Nova Scotia Department of Public Works requirements.

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

\_\_\_\_\_

Gurmehar Singh Walia

**MUNICIPALITY OF EAST HANTS**

\_\_\_\_\_

Witness

\_\_\_\_\_

Kim Ramsay  
Chief Administrative Officer & Municipal Clerk

Province of Nova Scotia, County of Hants.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, 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 \_\_\_\_\_, 2025, 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**

**Parcel Description for PID 45431129**

Registration County: HANTS COUNTY

Street/Place Name: HIGHWAY 214 /BELNAN

Title of Plan: PLAN OF S/D A SURVEY OF LOTS 02-2B-1, 02-2B-2 & 02-2B-3 A S/D OF LOT 02-2B  
LANDS CONVEYED TO DOROTHY EILEEN MOXON HWY 214 BELNAN

Designation of Parcel on Plan: LOT 02-2B-2

Registration Number of Plan: 123219991

Registration Date of Plan: 2023-10-18 11:27:09

Together with an Easement/Right-of-Way over PID 45431111 and more particularly described in document number 123737729.

\*\*\* Municipal Government Act, Part IX Compliance \*\*\*

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 2023

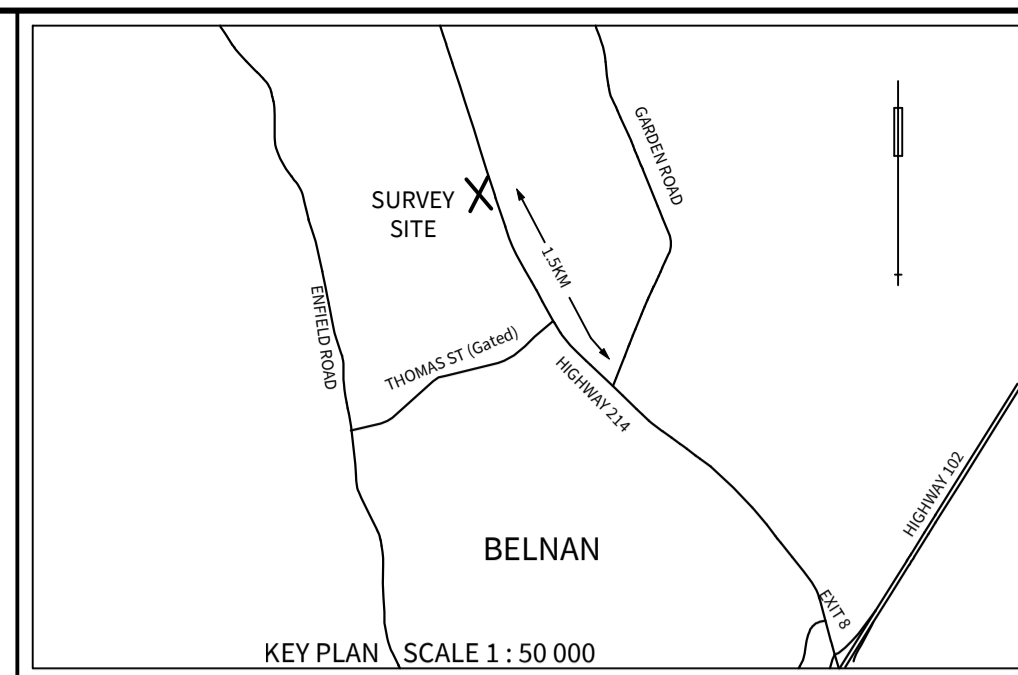
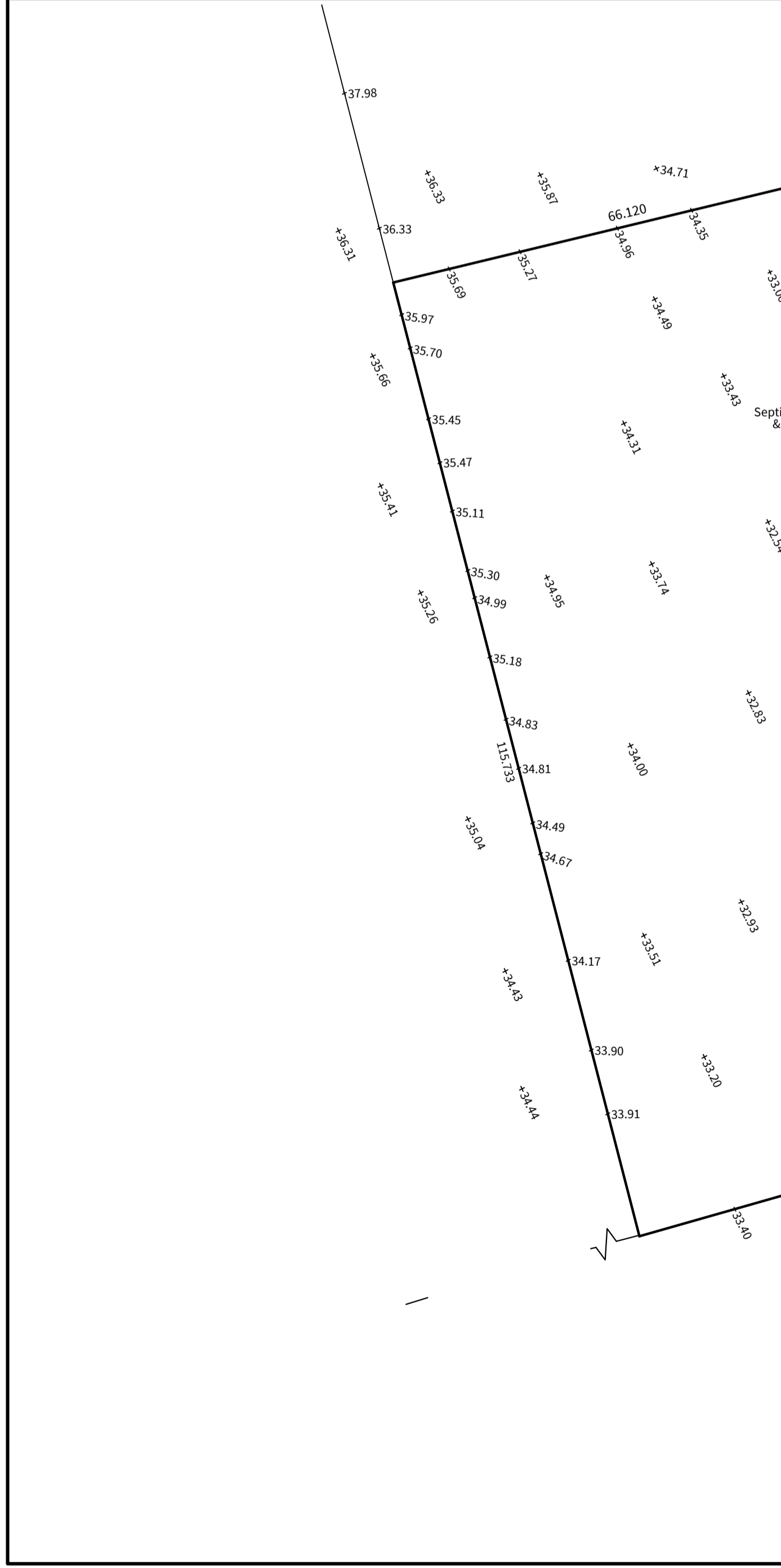
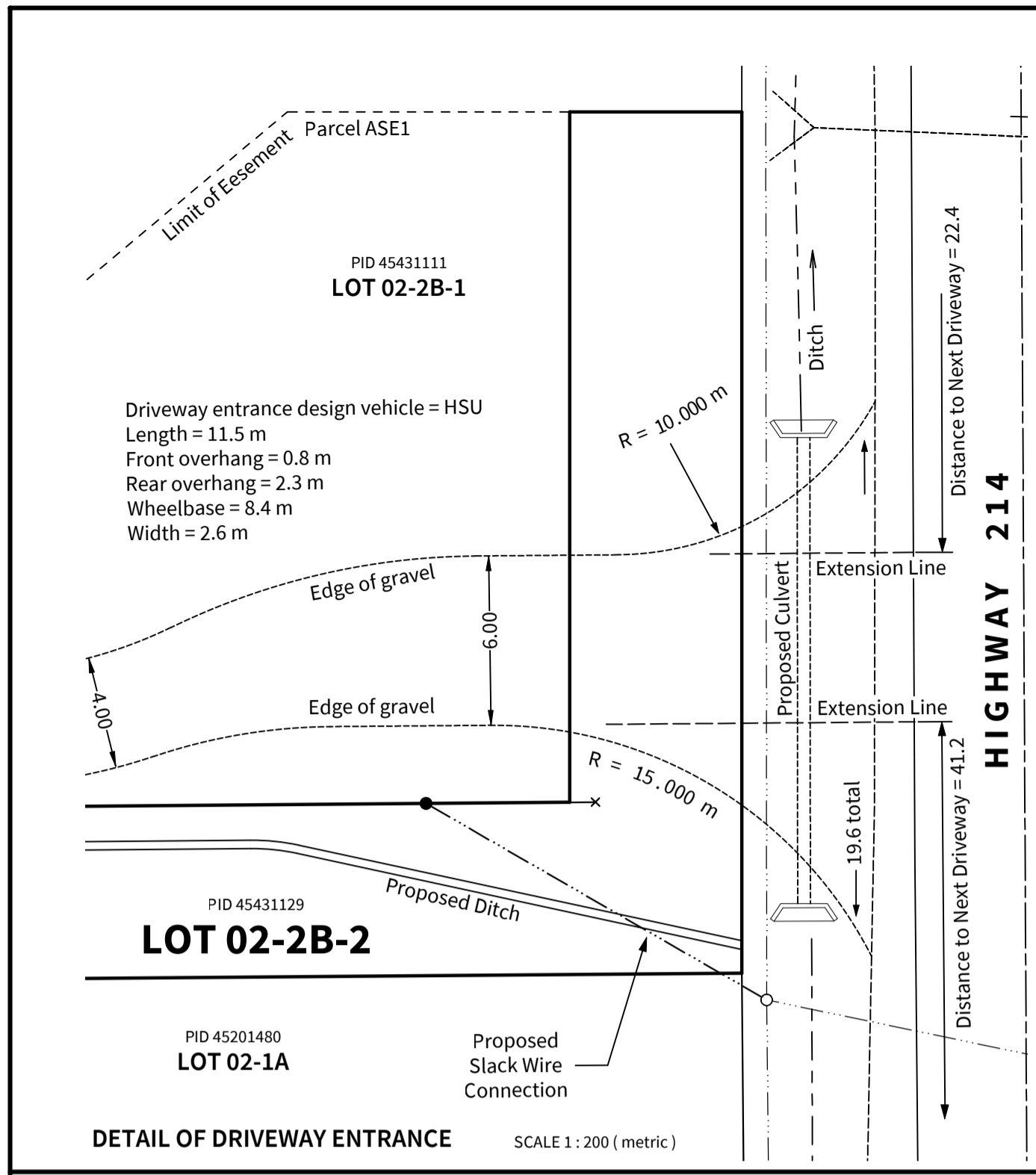
Plan or Document Number: 123219991

**Development Agreement:  
Gurmehar Singh Walia and the  
Municipality of East Hants**

**Schedule B**

**Site Plan**





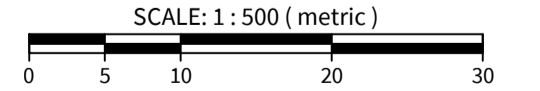
- LEGEND:**
- NOVA SCOTIA COORDINATE MONUMENT
  - SURVEY MARKER
  - IRON BAR
  - FOUND, SET, TOTAL
  - LANDS DEALT WITH BY THIS PLAN
  - OTHER LANDS
  - POLE & ANCHOR
  - PROPOSED POLE & ANCHOR
  - DITCH FLOW DIRECTION
  - NOVA SCOTIA HIGH PRECISION NETWORK MONUMENT
  - LAND REGISTRATION OFFICE OVERHEAD WIRES
  - POINT OF CURVATURE
  - PLAN, DEED, MEASURE, CALCULATE
  - RADIUS, ARC, CHORD
  - REGISTRY OF DEEDS

- NOTES:**
- Boundaries were based on the survey plan prepared by North Star Surveying and Engineering Limited, dated June 13, 2023, recorded as Land Registration Plan 123219991.
  - Elevations are referred to Canadian Geodetic Vertical Datum CGVD 2013.
  - Field surveys were carried out during the period of May 27, 2024 to July 3, 2024.
  - The proposed use is mixed residential and commercial for used car sales.



NO.	REVISION COMMENT	DATE	APP'D
1	ISSUED FOR PLANNING APPLICATION	2024/08/12	

SKETCH SHOWING  
PROPOSED USE FOR PLANNING APPLICATION  
**LOT 02-2B-2**  
LANDS CONVEYED TO  
**GURMEHAR SINGH WALIA**  
HIGHWAY 214  
BELNAN  
COUNTY OF HANTS  
PROVINCE OF NOVA SCOTIA



**NORTH STAR**  
Surveying & Engineering Limited  
Sackville, NS • Ph: (902) 864-1957 • Fax: (902) 866-5838 • Email: info@nssurvey.ca

Date	2024/08/12	Drawn	M.S. & G.S.	Sheet	1 of 1
Scale	Horz. 1:500	Checked	G.S.	Project / Drawing No.	7591