



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

Development Agreement

Between:

Central Tire Service Limited.

And

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

To permit an 1860 square metre
Transportation and Warehousing
building on land located in East Noel.

Original agreement approved by
Municipal Council on the 21 day of
May, 2025.

Signed and entered into this ____ day
of _____, 2025.

This Agreement made this ____ day of _____, 2025.

BETWEEN:

Central Tire Service Limited. of East Noel, 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 45148996 at 5209 Highway 215, East Noel, 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 1860 square metre Transportation and Warehousing building, in the Rural Use North (RU-2) 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 AR39 (a), IM27, 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**”, hereinafter called the “**COUNCIL**”, at its meeting held the 21 day of May, 2025, approved the “**DEVELOPER’S**” application to enter into a development agreement to permit an 1860 square metre Transportation and Warehousing building in the Rural Use North (RU-2) 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:

1 DEFINITIONS

- 1.1 All words unless otherwise specifically defined herein shall be as defined in the East Hants Land Use By-law and Subdivision By-law, as amended. If a term is not defined in this document, its customary meaning shall apply.

2 LAND USE

- 2.1 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 North (RU-2) Zone, as per the requirements of the East Hants Land Use Bylaw, in addition to any other uses permitted by this agreement.
- 2.2 The Developer is permitted to a new Transportation and Warehousing building to be used as a warehouse building with a maximum allowable floor area of 1860 square metres.
- 2.3 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 in July 2023 as amended, with specific reference to the requirements of the Rural Use North (RU-2) Zone, shall apply to this development.

3 PLANS

- 3.1 The Property shall be developed generally in accordance with the site plan attached to this agreement as "Schedule B".
- 3.2 Building setbacks shall be in accordance with section 5.5.1 of the Land Use By-law.
- 3.3 The height of the building shall be no taller than 11 meters.
- 3.4 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.
- 3.5 All disturbed areas of the site shall be landscaped with grass, perennial ground cover, trees or shrubs.
- 3.6 The building shall meet the minimum setback requirements for watercourses as per the Land Use Bylaw.

4 DEVELOPMENT PERMIT

- 4.1 This development agreement shall be administered by the Development Officer as appointed by the Council of the Municipality of East Hants.
- 4.2 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. 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.

5 IMPLEMENTATION

- 5.1 The developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement
- 5.2 Except otherwise stated by this Agreement, the development of the Property shall comply with the Municipality of East Hants Land Use By-law.
- 5.3 Upon breach of this agreement, the Municipality may proceed in accordance with Section 264 of the *Municipal Government Act*.

- 5.4 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.
- 5.5 This agreement shall run with the land and be binding upon the Developer, its lessees, and the occupiers of the land.
- 5.6 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.
- 5.7 The costs of recording and filing all documents in connection with the agreement shall be paid by the Developer.
- 5.8 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.
- 5.9 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.
- 5.10 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.

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 7 of this agreement extended
 - b. 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 Nova Scotia Environment.
 - c. A request to increase the footprint of the building by up to 25%.

7 TIME LIMITS

- 7.1 The parties shall enter into this agreement within one (1) year of Council's approval to enter into this agreement.
- 7.2 Pursuant to the terms and conditions of this agreement, the Developer shall apply for a development permit for the building within two (2) years of the parties entering into this development agreement.
- 7.3 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 for the Transportation and Warehousing use otherwise the development agreement may be terminated and the existing zone and all provisions of the Land Use By-law shall apply.

8 ENFORCEMENT

- 8.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without containing consent of the Developer

9 FAILURE TO COMPLY

- 9.1 If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
- a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunction relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - b) The Municipality may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a break of the Agreement, whereupon all reasonable expenses, whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act; or,
 - c) The Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law.

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

Dennis Penner
Central Tire Service Limited.

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.

A Commissioner of the Supreme
Court of Nova Scotia

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

Schedule A

Parcel Description of Property

Registration County: HANTS COUNTY
Street/Place Name: HIGHWAY 215 /EAST NOEL
Title of Plan: PLAN OF SURVEY OF LOT 1-CD CONSOLIDATION OF LANDS OF CENTRAL TIRE SERVICE
LTD HWY 215 EAST NOEL
Designation of Parcel on Plan: LOT 1-CD
Registration Number of Plan: 125699372
Registration Date of Plan: 2025-04-16 11:53:38

*** 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: 2025
Plan or Document Number: 125699372

Schedule B

Site Plan