



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

## **Draft Development Agreement**

Between:

**Christine Anne Macaskill**

And

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

To permit an institutional use on land zoned Two Dwelling Unit Residential (R2) Zone and to permit the subdivision of land on an existing right-of-way easement, for lands identified as PID 45287638, Enfield, Nova Scotia.

Original agreement approved by Municipal Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

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

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

**BETWEEN:**

**CHRISTINE ANNE MACASKILL** of Enfield, 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 certain lands located at 53 Bakery Lane and 39 Russell McKeen Dr, Enfield, also known as PID 45287638 and which said lands are more particularly described in Schedule "A" to this Agreement, hereinafter called the **Property**;

**AND WHEREAS** the Council of the Municipality, at a meeting held on the 15<sup>th</sup> day of July, 2004, approved an application by the **Developer** to permit the development of an Institutional Use (IU) Zone use on lands zoned Two Dwelling Unit Residential (R2) Zone, the said agreement being recorded at the Land Registry Office in Lawrencetown on August 13, 2004 as Document #76092627 (hereinafter called the "**Existing Agreement**");

**AND WHEREAS** the **Developer** has requested amendments to the provisions of the **Existing Agreement** to permit the subject lands to be subdivided on an existing right-of-way easement;

**AND WHEREAS** the Council for the Municipality approved this request at a meeting held on the **[REDACTED]** day of October, 2025 (hereinafter called the "**Amending Agreement**");

**AND WHEREAS** this **Amending Agreement** replaces the **Existing Agreement**;

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

## **1 REPLACEMENT OF PREVIOUS DEVELOPMENT AGREEMENT**

- (a) It is agreed that this Amending Agreement supersedes, replaces and takes precedence over the Existing Agreement.

## **2 LAND USE**

- (a) The permitted uses of the Property, subject to the terms and conditions of this agreement, shall be a home for special care facility licensed by the Province of Nova Scotia to provide care to seniors in need of assisted living in an existing residential building, in addition to any other uses permitted by this agreement.
- (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.

## **3 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;
- (b) No expansions to the existing building are permitted with the exception of barrier free entrance access;
- (c) The existing Property shall be permitted to be subdivided into two lots with 53 Bakery Lane maintaining frontage on Bakery Lane and 39 Russell McKeen Drive having frontage on Russell McKeen Drive, an existing right-of-way easement. The Property shall generally be subdivided in accordance with the site plan attached as Schedule "B".
- (d) The new lot to be subdivided with frontage on Russell McKeen Drive shall comply with the minimum lot requirements of the Two Dwelling Unit Residential (R2) Zone.
- (e) The Developer shall maintain the current parking area and vehicle access to the site and within that area provide a dedicated space of appropriate dimensions for barrier-free parking access;
- (f) Signage identifying the name of the business operation may be permitted subject to the following requirements:
  - i) one facial wall sign shall be permitted provided:
  - ii) the sign does not extend beyond the extremities of the wall to which it is affixed;
  - iii) the sign does not have an area greater than 5% of the area of the wall to which it is affixed and does not exceed eight (8) square feet in area.

## **4 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 the winter season.

## **5 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 and subdivision of land 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 subdivision plans in conformance with the terms and conditions of this development agreement (Schedule "B"); and
- ii. Payment for all required permit fees, subdivision 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.

## **6 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 Kentville, 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 two (2) 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.

## **7 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 the subdivision of land within one (1) year of the parties entering into this Development Agreement, or the Agreement may be terminated, and the existing zone and all provisions of the Land Use Bylaw shall apply.

## **8 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 6 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 main building required to comply with any bylaw or building code requirements.
  - iv. Changes to the site to allow for the locating of accessory utility structures and any accessory fuel storage tanks. Such structures shall be located such that they do not interfere with elements required by the Agreement, such as parking.

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**

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Witness

Christine Anne Macaskill

**MUNICIPALITY OF EAST HANTS**

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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.

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A Commissioner of the Supreme  
Court of Nova Scotia

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A Commissioner of the Supreme  
Court of Nova Scotia

**Development Agreement:  
Christine Anne Macaskill and the  
Municipality of East Hants**

**Schedule A**

**Deed Description of Property**

**Parcel Description for PID 45287638**

Registration County: HANTS COUNTY  
Street/Place Name: BAKERY LANE /ENFIELD  
Title of Plan: PLAN OF SURVEY OF LOT K2A1 & LOT FA1 BEING A S/D & CONSOLIDATION OF  
LOT K2A & LOT FA LANDS CONVEYED TO JOHN W MACASKILL & CHRISTINE MACASKILL  
Designation of Parcel on Plan: LOT FA-1  
Registration Number of Plan: 109659947  
Registration Date of Plan: 2016-09-29 10:46:40

Together with a right of way for ingress and egress and for servicing purposes over, along and upon  
Russell McKeen Drive more particularly shown on the Plan No. 97005665 and as conveyed in  
Document No. 110081826.

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

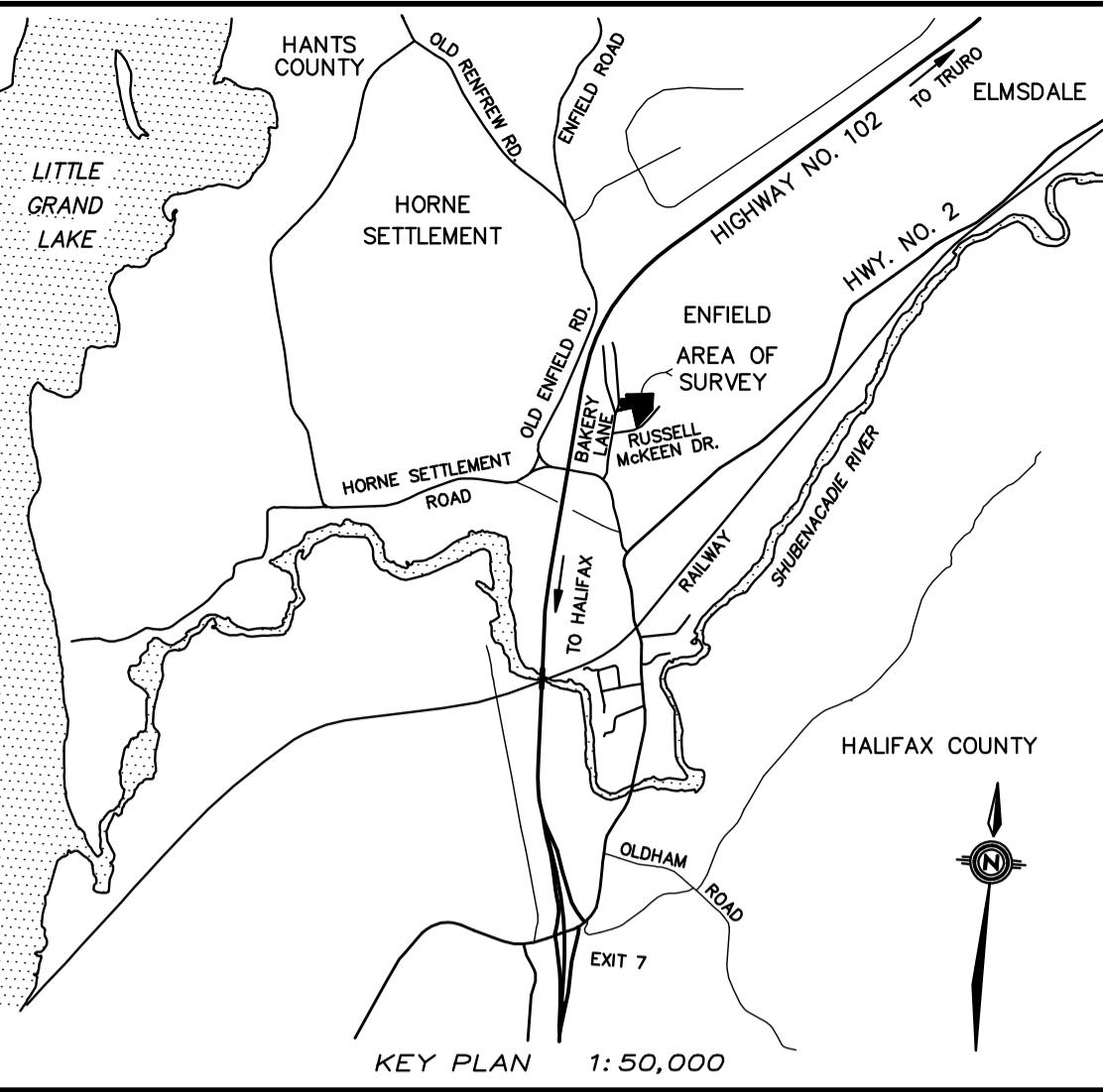
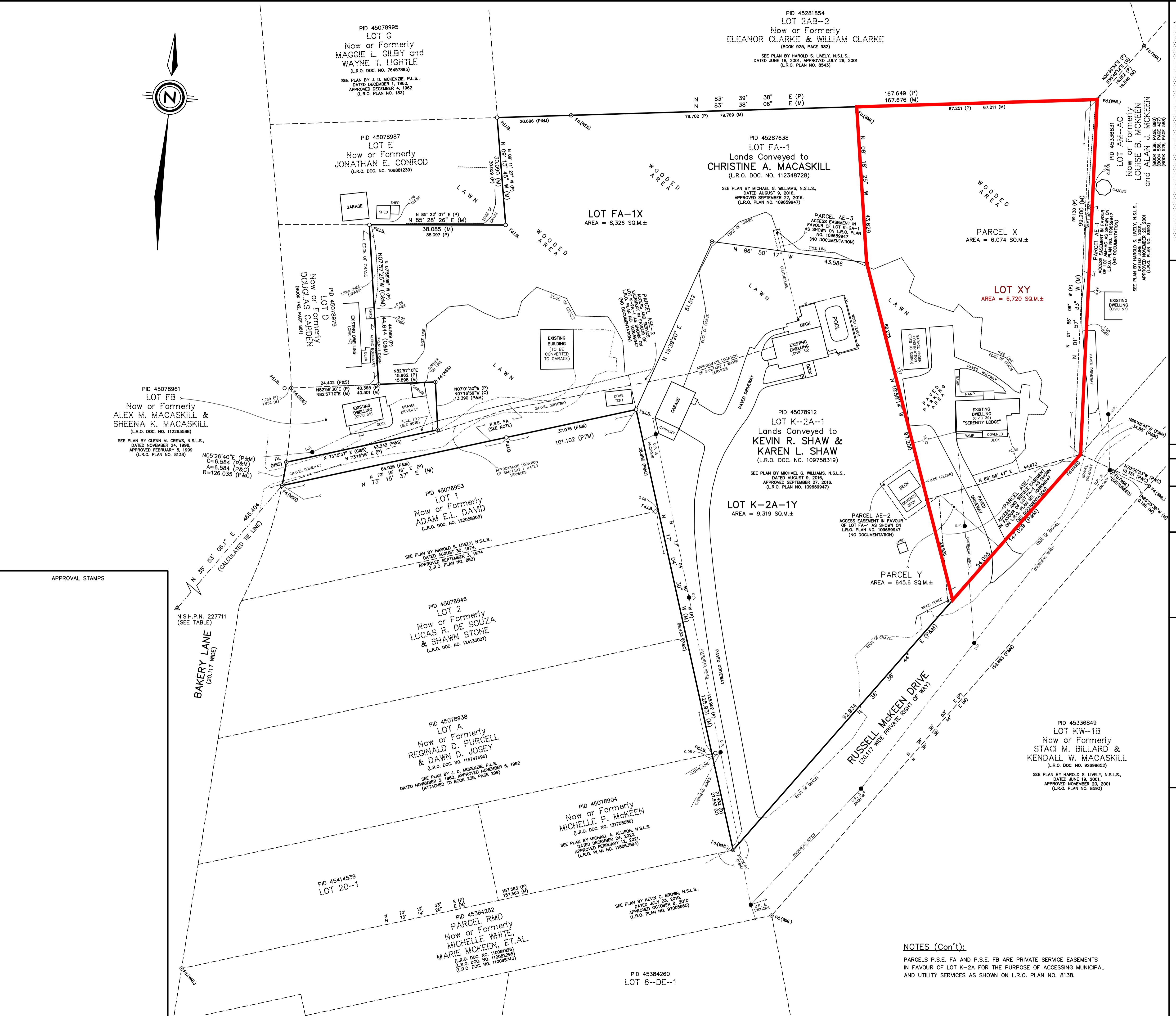
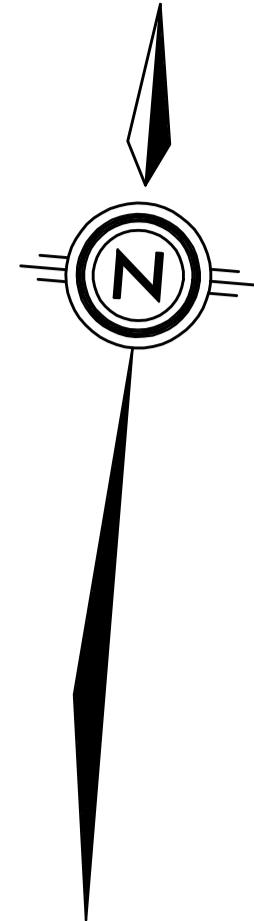
Compliance:

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: 2016  
Plan or Document Number: 109659947

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**Schedule B**

**Site Plan/Subdivision Plan**



#### LEGEND:

• Fd.  
 • Fd.  
 • I.B.  
 • ▲ N.S.H.P.N.  
 • Fd.  
 • R.A.C.  
 • P.C.  
 • (C) : (M) : (S)  
 • (P) : (D) : (T)

• R.O.  
 • PID  
 • U.P.  
 • S.M.  
 • (WML)  
 • (NS)  
 • FIELD SURVEYS WERE CARRIED OUT DURING THE PERIOD JUNE 14, 2016 TO  
 • XXXXX (INCOMPLETE AS OF DATE OF THIS PLAN).  
 • ALL DISTANCES SHOWN HEREON ARE GROUND, UNLESS OTHERWISE NOTED.  
 • FIELD MEASUREMENTS HAVE NOT BEEN ADJUSTED.

#### COORDINATE SYSTEM INFORMATION

GNSS SURVEY TYPE: NRTK SOURCE: CANNET	HORIZONTAL DATUM: NAD83 (CSRS) EPOCH: 2010.0 VELOCITY MODEL: V6
REFERENCE MONUMENT: NSHPN 227711 NORTHING: 4,979,026.283 EASTING: 25,575,672.845 ADJUSTMENT ID: NSHPN2016DJB COORDINATE DATE: 2017-01-06	PROJECTION: 3' MTM ZONE: 5 CENTRAL MERIDIAN: 64° 30' W COMBINED SCALE FACTOR: 0.999965 (AT SITE OF SURVEY)

#### NOTES:

LOT FA-1 TO BE SUBDIVIDED TO CREATE PARCEL X AND LOT FA-1X.  
 LOT K-2A-1 TO BE SUBDIVIDED TO CREATE PARCEL Y AND LOT K-2A-1Y.  
 PARCEL Y TO BE CONSOLIDATED WITH PARCEL X TO FORM LOT XY.  
 LOT IDENTIFIERS FA-1X, K-2A-1Y AND XY AND PARCEL IDENTIFIERS X AND Y  
 ORIGINATE FROM THIS PLAN.  
 FINAL APPROVAL IS REQUESTED FOR LOTS FA-1X, K-2A-1Y AND XY.

#### SURVEYOR'S CERTIFICATE:

I, MICHAEL G. WILLIAMS, NOVA SCOTIA LAND SURVEYOR, HEREBY CERTIFY  
 THAT THE SURVEY REPRESENTED BY THIS PLAN WAS CONDUCTED UNDER MY  
 SUPERVISION AND THAT THE SURVEY AND PLAN WERE MADE IN ACCORDANCE  
 WITH THE LAND SURVEYORS ACT, REGULATIONS AND STANDARDS MADE THEREUNDER.

DATED THIS 18TH DAY OF JUNE, 2025.

MICHAEL G. WILLIAMS, N.S.L.S.

**SURVEYING WILLIAMS NUTTER LTD.**  
**wnl** [WWW.WNLGROUP.CA](http://WWW.WNLGROUP.CA)  
(902) 456-3723

Plan of Survey of LOT FA-1X and LOT K-2A-1Y; being a Subdivision and Consolidation of LOT FA-1, Lands Conveyed to CHRISTINE A. MACASKILL and LOT K-2A-1, Lands Conveyed to KEVIN R. SHAW and KAREN L. SHAW RUSSELL MCKEEN DRIVE ENFIELD, HANTS COUNTY, NOVA SCOTIA

SCALE : 1:500 (METRIC)  
DRAWING NO. 016-039-101  
JUNE 18, 2025