



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

Draft Development Agreement

Between:

Casey Concrete Limited

And

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

To permit the development of pre-mix concrete batch plant use on lands located in Hardwood Lands.

Original agreement approved by Municipal Council on the ____th day of December, 2025.

Signed and entered into this ____ day of _____, 2026.

This DEVELOPMENT AGREEMENT made this _____ day of _____, 2026.

BETWEEN:

Casey Concrete Limited of Amherst, 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 45177128, 57 Lohnes Street, Hardwood Lands, more particularly described in Schedule "A" of this agreement (the "**Property**");

AND WHEREAS the **Developer** has requested that they be permitted to develop an asphalt, aggregate & concrete plant use, in the Business Park (BP) 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* ED41, 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 ____th day of December, 2025, approved the **Developer's** application to enter into a development agreement to permit an asphalt, aggregate & concrete plant use in the Business Park (BP) 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 Business Park (BP) Zone, as per the requirements of the East Hants Land Use Bylaw, in addition to any other uses permitted by this agreement.
- (b) A pre-mix concrete batch plant and related uses 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 pre-mix concrete batch plant addition shall be constructed generally in accordance with the site plan attached to this agreement as Schedule "B" and with reference to this Schedule.
- (b) The site plan attached to this agreement as Schedule "B" shall not limit the construction of additional structures related to as-of-right uses permitted in the Business Park (BP) Zone.
- (c) The existing vegetative buffer along the north-east property line between the Property and PID 45090768 and PID 45090743 shall be maintained to a minimum depth of 5 m. If the existing vegetative buffer is damaged, the Developer agrees to replant the vegetative buffer.

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.

iv. Nova Scotia Environment and Climate Change (NSECC) has granted a positive recommendation on all environmental 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 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 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 pre-mix concrete batch plant within two (2) years of the parties entering into this development agreement, or the agreement for the property identified as PID 45177128 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 pre-mix concrete batch plant 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 pre-mix concrete batch plant addition in order to comply with any bylaw or building code requirements.
 - iii. 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

Bruce Casey
President, Casey Concrete Limited

MUNICIPALITY OF EAST HANTS

Witness

Kim Ramsay
Chief Administrative Officer & Municipal Clerk

Province of Nova Scotia, County of Hants.

On this _____ day of _____, 2026, 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 _____, 2026, 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

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Schedule A

Deed Description of Property

Parcel Description for PID 45177128

All that lot of land situate at Milford, in the County of Hants, Province of Nova Scotia, shown as Lot 1 on an approved Plan of Subdivision showing Lot 1 and Lot 2, Lands of 2525263 Nova Scotia Limited, certified September 11, 2003 by E.C. Keen, N.S.L.S., and filed at the Hants County Registry of Deeds on plan number 8893.

SUBJECT TO restrictive covenants as filed at the Hants County Registry of Deeds on Document number 11462, Book 508 at Page 161.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the district of Hants as plan or document number 8893.

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Schedule B

Site Plan



57 Lohnes Road, Hardwood Lands, NS B0N 1Y0

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