



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

Draft Development Agreement

Between:

Carla Hill and Robin Lynds

And

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

To permit the development of a
motocross track on lands located in
South Maitland.

Original agreement approved by
Municipal Council on the ____ day of
_____, 2026.

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

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

BETWEEN:

Carla Hill and Robin Lynds of South Maitland, 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 45104403, 1160 Highway 236, South Maitland, more particularly described in Schedule “A” of this agreement (the “**Property**”);

AND WHEREAS the **Developer** has requested that they be permitted to develop a motocross track, 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, 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 _____, 2026, approved the **Developer’s** application to enter into a development agreement to permit an *any potentially obnoxious commercial developments to include vehicle race tracks and amusement parks* use in the Rural Use North (RU-2) 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 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.
- (b) A motocross track and related uses shall be permitted by this Agreement, subject to the terms of this Agreement and as generally illustrated by Schedule "B".
- (c) The hours of operation of the motocross track shall be between 10 am and 7 pm.
- (d) Except where specifically stated otherwise in this agreement, all provisions of the Land Use Bylaw of the Municipality of the District of East Hants, as amended, shall apply to this development.
- (e) All words unless otherwise specifically defined herein shall be as defined in the Municipal Land Use Bylaw and Subdivision Bylaw for the Municipality of East Hants, as amended. Definitions specific to the Agreement are as follows:

Motocross – means the sport of racing over rough ground on special motorcycles.

Motocross Event – refers to a motocross race and is different from a motocross practice session.

2 PLANS

- (a) The motocross track and accessory structures 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 Rural Use North (RU-2) Zone.
- (c) The minimum setbacks of the Rural Use North (RU-2) Zone shall apply to all structures in the development.
- (d) Two parking areas shall be provided for the use of the motocross track, including the main parking area accommodating a minimum of 90 parking stalls and a second pit area for utility trailers. Both parking areas shall be constructed prior to motocross events being held on the subject property.
- (e) A new driveway shall be constructed for the motocross track parking area and shall be located and designed in accordance with Nova Scotia Public Works requirements. The existing driveway to the dwelling unit shall only be used for residential purposes.
- (f) Driveway accesses shall be designed to allow for emergency vehicle access and shall be approved by Nova Scotia Public Works.
- (g) During motocross events, traffic control personnel shall be on-site to direct traffic.
- (h) The existing vegetative buffer along the north property line between the Property and Five Mile River shall be maintained. 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.

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”);
 - 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;
 - 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; and
 - 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; or

- 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 motocross track, including accessory structures and parking areas, within two (2) years of the parties entering into this development agreement, or the agreement for the property identified as PID 45104403 may be terminated and the existing zone and all provisions of the Land Use Bylaw shall apply to 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 three (3) years after the development permit has been issued for the motocross track, including accessory structures and parking areas, otherwise the development agreement may be terminated and the existing zone and all provisions of the Land Use Bylaw 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 6 of this agreement extended.
 - ii. Changes to the hours of operation.
 - iii. Changes to the motocross track route.
 - iv. Changes to the vehicular access design which are required to comply with Nova Scotia Department of Public Works requirements or are required to better support emergency access to the motocross track.

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

Carla Hill

Witness

Robin Lynds

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.

A Commissioner of the Supreme
Court of Nova Scotia

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

Schedule A

Deed Description of Property

PID: 45104403

ALL that certain lot and parcel of land situate in South Maitland, in the County of Hants and Province of Nova Scotia, bounded as follows:

BEGINNING at the bridge below the Daniel McDougall house on the South side of the road;

THENCE running Westerly along the said road one hundred and eighty rods, more or less, to a small brook or run, being the line between said Daniel McDougall and Caleb Jackson;

THENCE running by said brook to the pond;

THENCE by the several courses of the pond and railway lands to the South corner of the graveyard;

THENCE North seven degrees West by the graveyard to the top of the bank;

THENCE by the top of the bank to the corner of land formerly owned by Albert Hobart at the North corner of the graveyard;

THENCE by said Hobart's line to the old mudding road to land formerly of John Trahey;

THENCE Westerly by said Trahey line to his corner post;

THENCE North ninety-two degrees West by said Trahey line, six chains and twelve links or to the brook;

THENCE by the brook up stream to the bridge and place of beginning.

SAVING AND EXCEPTING all of the above described land being to the South of the old abandoned railway and also saving and excepting the old abandoned railway.

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

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

**Development Agreement:
Carla Hill and Robin Lynds and the
Municipality of East Hants**

Schedule B

Site Plan



1180 ROCK ROAD MOTOCROSS
Date: MAY 8, 2026
Scale: 1" = 100'-0" (APPROXIMATE)