

DEVELOPMENT AGREEMENT

TO PERMIT AN OYSTER GRADING FACILITY AND STORAGE
FACILITY AT 111 HEAD OF ROBERTS ISLAND ROAD, PID No.
90311440

THIS AGREEMENT MADE THIS 7th DAY OF ~~AUGUST~~ ^{September} 2023

BETWEEN:

GRAND PASS OYSTERS LTD., of Carleton, Province of Nova Scotia
(hereinafter called the "Developers")

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THE DISTRICT OF ARGYLE, a body corporate
(hereinafter called the "Municipality")

OF THE SECOND PART

WHEREAS the Developers have good title to lands situated on 111 Head of Roberts Island Road, in Roberts Island, Nova Scotia known as Property Identification (PID) Number 90311440 (hereinafter called the "Property") and as more particularly described in Schedule "A" of this Agreement;

AND WHEREAS pursuant to Policy 3.3.7 of the Municipality of the District of Argyle's Municipal Planning Strategy the Developers have requested that a development agreement be entered into to permit the Property to be used for an oyster grading facility and warehouse facility (hereinafter called the "Development");

AND WHEREAS the Municipality, by a resolution of Council passed on the 1st day of August 2023 approved this Development Agreement to permit the Development.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the granting by the Municipality of the Development Agreement requested by the Developers, the Developers and the Municipality agree as follows:

PART 1: DEFINITIONS

For the Purpose of this Agreement, all other words shall carry their customary meaning except those defined under PART 26 - Definitions in the Municipality of the District of Argyle's Land Use By-law, as amended from time to time.

PART 2: GENERAL REQUIREMENTS

- 2.1 Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the requirements of the Municipality of the District of Argyle's Land Use By-law, as may be amended.
- 2.2 Subject to the provisions of this Agreement, the Developers shall be bound by all bylaws and regulations of the Municipality as well as by any applicable provincial and federal statutes and regulations.
- 2.3 Notwithstanding Section 2.2, where the provisions of this Agreement conflict with those of any provincial or federal regulations, bylaws or codes, the more stringent requirements shall apply.
- 2.4 The Developers shall assume full responsibility for meeting all obligations and financial liabilities required to meet all federal, provincial, or municipal regulations, bylaws or codes in force at the present time, or any time in the future.
- 2.5 The Developers shall ensure that any structure permitted by this Agreement meets the requirements of the National Fire Code and the National Building Code at the time of construction or alteration.
- 2.6 The Schedules to this Agreement form part of this Agreement and are binding upon the Developers. Where a provision of a Schedule conflicts with the body of this Agreement, the body of this Agreement shall prevail.

PART 3: DEVELOPMENT OF THE PROPERTY

3.1 Land Use

- 3.1.1 Only the following uses shall be permitted on the Property:
 - a) all uses permitted in the underlying zoning, as per the requirements of the Municipality of the District of Argyle Land Use Bylaw, as amended from time to time, in addition to any other uses permitted by this Agreement;
 - b) the use of the existing buildings shown in Schedule B for the grading and storage of oysters;
 - c) the use of buildings shown in Schedule B as a storage/warehouse facility; and
 - d) accessory structures, and parking or loading areas accessory to the principal use as per the requirements of the Municipality of the District of Argyle Land Use By-law, as amended from time to time.
- 3.1.2 The Development shall not be operated in manner that will generate emissions such as noise, dust, radiation, odors, liquids, or light to the air, water, or ground so as to create a recognized health or safety hazard, or create a nuisance to the adjacent properties.

3.2 Building and Site Requirements

- 3.2.1 Onsite Services
Installation of an on-site septic system is subject to the approval of the Nova Scotia Department of Environment and Climate Change. Any on-site servicing including any wells and

septic systems must be installed and maintained in manner that complies with Provincial regulations.

3.2.2 Parking and Loading Areas

The parking and loading areas shall be surfaced with asphalt, gravel, or similar hard surface materials.

3.2.3 Traffic and Vehicle Access

Any proposed change to the existing driveway access or use of the property is subject to approval by the Provincial Traffic Authority.

3.2.4 Outdoor Lighting

- a) Outdoor lighting shall be installed to reflect light away from adjacent properties.
- b) Outdoor lighting fixtures shall be full cut-off fixtures, not emitting any light above the horizontal plane drawn through the bottom of the light fixture.
- c) Outside illumination fixtures shall use a maximum colour temperature of 2700 kelvin.
- d) Outdoor illumination fixtures shall have an automated timer and/or motion sensor to prevent the unnecessary transmission of light during the night-time when a premises is not in use. The total installed initial luminaire lumens of all outdoor lighting shall not exceed 250,000 Lumens.

3.3 Operation and Maintenance of Property

3.3.1 All structures shall be maintained in good repair and in a tidy and usable state.

3.3.2 Any refuse, composting, or recycling container shall be screened from public view and not situated within 6.0 m of any residential property abutting the development; and

3.3.3 The Property shall be kept free from litter and debris, and appropriate waste and recycling receptacles shall be provided in accessible locations and serviced, maintained, and emptied as required.

3.4 Development Permit

3.4.1 The Development Officer shall not issue a development permit until:

- a) Nova Scotia Department of Transportation and Active Transit has granted positive recommendation on all transportation issues within their responsibility and has given their approval, if any is required.
- b) 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.

PART 4: VARIANCE

4.1 The Development Officer may grant a variance in the terms of this Agreement in accordance with Section 235 of the Municipal Government Act.

PART 5: AMENDMENTS

5.1 Any amendment to this Agreement, whether substantive or otherwise, must be approved by both parties in writing.

5.2 The following shall be considered non-substantive matters:

- a) the addition, removal or relocation of accessory buildings or structures;
 - b) matters dealing with time limits noted in Part 7 of this Agreement;
 - c) matters dealing with changes to parking, signage, clearing, grading or landscaping; and
 - d) changes to the permitted use of the property 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 and Climate Change.
- 5.3 Substantive matters shall relate to any matter not identified in 5.2 of this Part. Changes to substantive matters will require approval of Council following a Public Hearing.

PART 6: IMPLEMENTATION

- 6.1 Upon breach by the Developers of any of the terms or conditions of this Agreement, the Municipality may, after thirty (30) days notice in writing to the Developers of the breach, enter the Property and perform any of the terms and conditions of this Agreement. It is agreed that all reasonable expenses arising out of the entry or the performance of the terms and conditions may be recovered from the Developers by direct suit and shall form a charge on the Property.
- 6.2 This Agreement shall be binding upon the Developers' assigns, mortgagees, lessees, successors and occupiers of the Property.
- 6.3 The Developers hereby certify that they are the sole owner of the Property.
- 6.4 The Developers further certify that they have not disposed of any interest in the Property and there are no judgements, mortgages or other liens or encumbrances affecting the Property in addition to those described in this Agreement.
- 6.5 This Agreement shall be filed by the Municipality in the Land Registration Office at Bridgewater, Nova Scotia and shall form a charge or encumbrance upon the Property as described in Schedule A attached hereto.
- 6.6 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.
- 6.7 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.
- 6.8 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.

PART 7: TIMING

- 7.1 The Property Owner shall sign this Agreement within ninety (90) days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board.
- 7.2 The Developers shall apply for any required development permit, building permit and or occupancy permit as required for the proposed warehouse and oyster grading uses within two (2) years of entering into this Agreement.
- 7.3 If the Developers fails to conform to any of these specified time limits, or breaches any other term of this Agreement, this Agreement may be discharged by Council, with or without the concurrence of the property owner, and the lands will become subject to the Municipal Planning Strategy and Land Use By-law.
- 7.4 The Municipality may consider an extension to any of the time limits specified in this part and may, by Resolution of Council, extend any of the time limits specified in this part.

SCHEDULES


- A Legal description of property
- B Site Plan


IN WITNESS WHEREOF the parties hereto have executed these presents on the day and year first above written.

SIGNED, SEALED & DELIVERED
in the presence of:




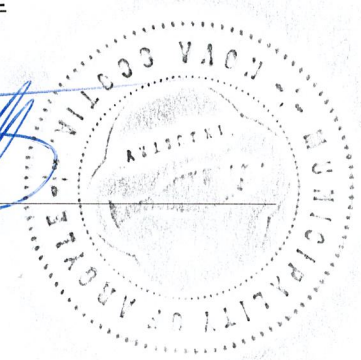
Witness

) DEVELOPER
)
)
) 
) _____
) Grand Pass Oysters Ltd.
) Raymond d'Entremont



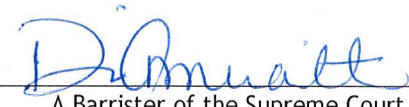
Witness

)
)
) THE MUNICIPALITY OF THE DISTRICT OF
) ARGYLE
)
) 
) _____
) Municipal Clerk
) Scott Surette
)



PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH


On this 7th day of September 2023, before me, the subscriber, personally came and appeared Zéal Bourque, 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, caused the same to be executed in their name in his/her presence.



A Barrister of the Supreme Court of Nova Scotia
DIANE L. AMIRAULT
A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this 7th day of September 2023, before me, the subscriber, personally came and appeared Zéal Bourque, a subscribing witness to the foregoing agreement who having been by me duly sworn, made oath and said that the Municipality of the District of Argyle, a Municipal Body Corporate, duly affixed its Corporate Seal and executed by Mr. Alain Muise, its Chief Administrative Officer, its proper officers duly authorized in that behalf in his/her presence.



A Barrister of the Supreme Court of Nova Scotia
DIANE L. AMIRAULT
A Commissioner of the Supreme Court of Nova Scotia

SCHEDULE A

PID 90311440

This agreement applies to property identified by PID 90311440 and further described by Plan filed at the Registry of Deeds Office for the registration district of Yarmouth in Bridgewater, Nova Scotia, registered under the *Land Registration Act*.

Municipality/County: Municipality of the District of Argyle/Yarmouth County

Designation of Parcel on Plan: Lot 5

Title of Plan: Final Plan of S/D of lands of Ronald T. Crowell and Sandra L. Crowell Lot 4 to be subdivided to create new Lots 5, 6 & 7 at 109 Head of Roberts Island Road, Roberts Island Yarmouth County Nova Scotia

Registration County: Yarmouth County

Registration Number of Plan: 83415381

Registration Date of Plan: 2005-10-28 15:57:31

SUBJECT TO a right-of-way for all purposes, 50 feet in width, leading from Head of Roberts Island Road to Lot 6, as shown on Plan 83415381.

SUBJECT TO an Easement in favour of Nova Scotia Power Inc. more particularly described in a Grant of Easement dated December 1, 2005 and recorded at the Yarmouth Registry of Deeds office on December 6, 2005 as Document 83768896.

SUBJECT TO an Easement in favour of Nova Scotia Power Incorporated more particularly described in a Grant of Easement dated July 2, 2013 and recorded at the Yarmouth Registry of Deeds office on July 10, 2013 as Document 103387784.

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 registration district of Yarmouth as Plan or Document Number 83415381.