

DEVELOPMENT AGREEMENT

TO PERMIT A WAREHOUSE, SELF-STORAGE FACILITY AND
CARPENTRY SHOP AT 30 SPINNEY ROAD, PID No. 90055278

THIS AGREEMENT MADE THIS 24 DAY OF AUGUST 2023

BETWEEN:

SOUTHBOUND TRADEFORCE INC, of Glenwood, 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 at 30 Spinney Road, Lower Argyle, Nova Scotia and identified as PID 90055278 (hereinafter called the “Property”), more particularly described in Schedule “A” of this Agreement;

AND WHEREAS the Developer has agreed to enter into this Agreement with the Municipality pursuant to the Municipal Government Act and Policies 3.3.7 and 13.14 of the Municipality of the District of Argyle’s Municipal Planning Strategy to permit the Property to be used for warehouse distribution and sales, self-storage, and/or carpentry shop (hereinafter called the “Development”);

AND WHEREAS the Municipality, by a resolution of Council passed on the 29th day of June, 2023 approved entering into a 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 of the Municipality of the District of Argyle's Land Use By-law, as may be 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 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.
- 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 Subdivision of Land

- 3.1.1 Except as otherwise provided for herein, subdivision of the Property shall meet the requirements of the Provincial Subdivision Regulations and the Municipality of the District of Argyle's Land Use By-law, as may be amended from time to time.

3.2 Land Use

- 3.2.1 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 By-law, as amended from time to time, in addition to any other uses permitted by this Agreement;
 - b) a warehouse distribution facility, self-storage facility, and/or carpentry shop; and
 - c) signage, 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.
- 3.2.2 Permitted principal uses shall be fully contained within an enclosed building.
- 3.2.3 The Development shall not 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.

3.3 Building and Site Requirements

- 3.3.1 On-site Services

Installation of an on-site septic system is subject to the approval of the Nova Scotia Department of Environment and Climate Change. On-site servicing including any wells and septic systems must be installed and maintained in manner that complies with Provincial regulations.

3.3.2 Traffic and Vehicle Access

Final design and location of all driveways, pedestrian walkways, and regulatory signage are subject to approval by the Provincial Traffic Authority.

3.3.3 Parking and Loading Areas

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

3.3.4 Outdoor Lighting

- a) All 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.

3.4 Operation and Maintenance of Property

The Property owners shall ensure that:

- a) all structures are maintained in good repair and in a tidy and usable state;
- b) all lawns, trees, shrubs, parking areas, lighting systems, and other landscaping elements are maintained in a tidy, attractive and usable state free of unkempt matter of any kind;
- c) any refuse, composting, or recycling container must be screened from public view and not situated within 6 m of any property abutting the development.
- d) the Property shall be kept free from litter and debris, and litter (and recycling if provided) receptacles shall be provided in appropriate and easily accessible locations and serviced, maintained, and emptied as required.

3.5 Development Permit

3.5.1 The Development Officer, at their discretion, may revoke a development permit pursuant to this agreement if:

- a) the development is not in accordance with:
 - i. the Land Use By-law where not varied by this Agreement,
 - ii. this Agreement, or
 - iii. the plans associated with the approved development permit.
- b) the permit was issued based on incorrect information provided by the applicant when applying for a development permit; or
- c) the permit was issued in error; or
- d) continued complaints and matters of non-compliance arise related to the operation of the use.

- 3.5.2 The development described in this Agreement shall not be approved until the Development Officer has issued a development permit, building permit and/or occupancy permit as required. In addition, the Development Officer shall not issue a development permit until:
- a) Nova Scotia Department of Public Works 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 not substantive matters:
- a) the addition, removal or relocation of accessory buildings or structures;
 - b) an extension to the time limits identified in Part 7 of this Agreement by a period to be decided by Council;
 - c) matters dealing with signage;
 - d) matters dealing with parking;
 - e) matters dealing with landscaping; and
 - f) 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.
- 5.3 Items listed in 5.2 of this Agreement as not substantive matters may be amended without Council holding a public hearing.
- 5.4 Substantial matters shall relate to any matter not identified in 5.2 of this Part or otherwise addressed in this Agreement. This Agreement may be amended in order to provide for substantial matters according to the Municipal Government Act.

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 owners 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

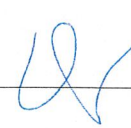
- 7.1 The Developers shall enter into this Agreement within three months of the Municipality of the District of Argyle's approval of this Agreement.
- 7.2 The Developer shall apply for a development permit for the Development within one year of the parties entering into this Agreement.
- 7.3 If the Developers 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

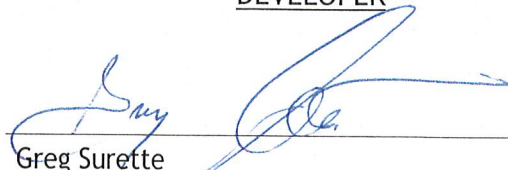
- A Legal description of property


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

SIGNED, SEALED & DELIVERED
in the presence of:

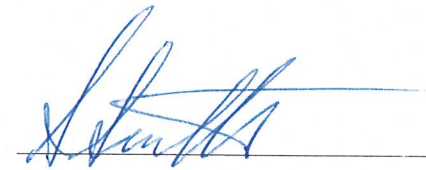


Witness

) DEVELOPER
)
) 
) _____
) Greg Surette
) Southbound Tradeforce Inc.
)
)
)
)



Witness

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

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this 24 day of August, 2023, before me, the subscriber, personally came and appeared Kim Bray, 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.



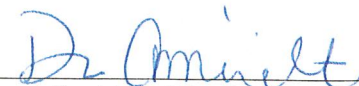
A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

MARTIN J. PINK, KC
A BARRISTER OF THE
SUPREME COURT OF NOVA SCOTIA

On this 4th day of August, 2023, before me, the subscriber, personally came and appeared Boyd Brian, 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.

DIANE L. AMIRALTY
A Commissioner of the Supreme
Court of Nova Scotia



A Barrister of the Supreme Court of Nova Scotia

SCHEDULE "A" – Property Legal Description

PID 90055278

This agreement applies to property identified by PID 90055278 and further described by Deed filed at the Registry of Deeds Office for the registration district of Yarmouth in Bridgewater, Nova Scotia, registered under the *Land Registration Act*.

PARCEL DESCRIPTION

ALL THAT certain piece or parcel of land situate, lying and being at Lower Argyle, in the County of Yarmouth, Province of Nova Scotia, being more particularly bounded and described as follows:

BEGINNING at a point on the Southern side of Highway No. 3, which point marks the Southeastern corner bound of lands of Richard and Deborah Donaldson;

THENCE running in an Easterly direction, more or less, along the Southern side of Highway No. 3, 154 feet, more or less, to the intersection of Highway No. 3 and the Spinney Road, so-called;

THENCE turning and running along the Western side of the Spinney Road, so-called, to a point, which point marks the Northeastern corner bound of lands of Faith Greene;

THENCE turning and running in a Westerly direction and following along the Northern line of lands of Faith Greene to a point and lands of Walter Spinney;

THENCE continuing in a Westerly direction along lands of Walter Spinney, to a point;

THENCE turning and running in a Northerly direction, along lands of Walter Spinney, a distance of 535 feet, more or less, to a point and the Southern line of lands of Richard and Deborah Donaldson;

THENCE turning and running in an Easterly directly along the Southern line of lands of Richard and Deborah Donaldson, a distance of 840 feet, more or less, to the Southern side of Highway No. 3 and the point of beginning.

SUBJECT to a Right-of-way to from the Municipality of the District of Argyle to Keith S. Spinney and Olive Spinney dated July 20, 1979 and recorded at the Registry of Deeds Office at Yarmouth, Nova Scotia on July 23, 1979 in Book MA, Page 583. The Right-of-way is 20 feet in width and is situate on the Southern boundary of the above described property and being shown on a Plan of Survey signed by R.L. Hunt , N.S.L.S. #193 and filed as P-1228.

SUBJECT to a Right-of-way to Nova Scotia Power Inc, which Easement is recorded at the Registry of Deeds Office at Yarmouth, Nova Scotia on May 11, 2001 in Book 610, Page 961, document 1058.

The parcel is not subject to the subdivision provisions of Part IX of the Municipal Government Act as it predates subdivision control.