

DEVELOPMENT AGREEMENT

TO PERMIT HEAVY EQUIPMENT STORAGE,
MAINTENANCE, & REPAIR AT 5964 HIGHWAY 3,
GLENWOOD, PID NO. 90327230

THIS AGREEMENT MADE THIS 19th ^{Sept} DAY OF ~~AUGUST~~ 2025

BETWEEN:

CARTER REUBEN DOUCETTE, of Eelbrook, 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 5964 Highway 3, in Glenwood, Nova Scotia known as Property Identification (PID) Number 90327230 (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 heavy equipment storage, maintenance, and repair (hereinafter called the “Development”);

AND WHEREAS the Municipality, by a resolution of Council passed on the 31st day of July 2025 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 By-law, as amended from time to time, in addition to any other uses permitted by this Agreement;
 - b) the use of the existing building shown in Schedule B for heavy equipment storage, maintenance, and repair; and
 - c) 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 Permitted principal uses shall be primarily contained within an enclosed building.
- 3.1.3 The Development shall not be operated in manner that will generate emissions such as noise, dust, radiation, odours, 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.

3.2.5 Outdoor Storage

- a) Outdoor storage shall not occur within a front yard and shall be screened by buildings, natural landforms, existing or planted vegetation, an opaque fence or combination of such screening so as not to be visible from the travelling public or abutting residential, institutional, or recreational uses in any zone.

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 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.

3.4.2 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.

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 Department of 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 heavy equipment storage, maintenance & repair 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

SCHEDULE A

PID 90327230

This agreement applies to property identified by PID 90327230 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
Registration County: YARMOUTH COUNTY

Street/Place Name: NO 3 HIGHWAY /GLENWOOD

Title of Plan: FINAL PLAN OF SUBDIVISION OF LANDS OF RONALD TRACY CROWELL AND SANDRA LYNN CROWELL LOT 1 AND LOT 2 LOCATED AT 5890 HIGHWAY 3 TRUNK 3 GLENWOOD YARMOUTH COUNTY NOVA SCOTIA

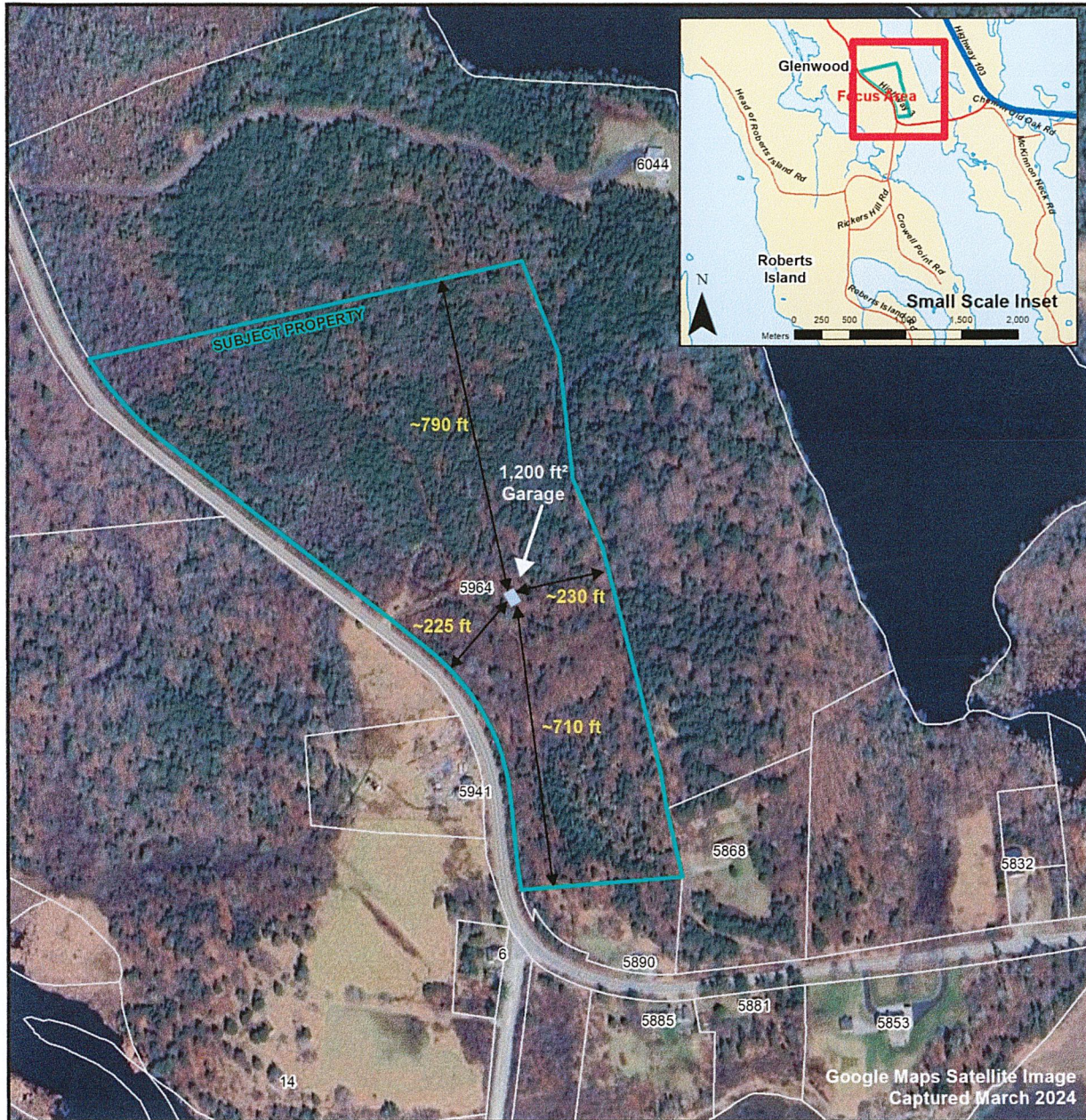
Designation of Parcel on Plan: LOT 1

Registration Number of Plan: 102264786

Registration Date of Plan: 2013-01-08 13:39:58




SUBJECT TO a Power Easement dated May 15, 1930, and duly recorded at the Registry of Deeds Office at Yarmouth, Nova Scotia, on April 1, 1937, in Book EL at Page 7, as Document # 173.

SCHEDULE B - Site Plan



Site Plan

PID 90327230
 5964 Highway 3
 Glenwood
 PID: 90311440

-  Garage Footprint
-  Property Boundaries
-  Subject Property

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