

DEVELOPMENT AGREEMENT

TO PERMIT A SAWMILL OPERATION at PID No. 90339359

THIS AGREEMENT MADE THIS _____ DAY OF JULY 2023

BETWEEN:

Walter Ellsworth Doucette and Blake Doucette, of East Kemptville, 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 345 Gray Road, East Kemptville Nova Scotia and identified as PID 90339359 (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 6.4.5 and 13.14 of the Municipality of the District of Argyle’s Municipal Planning Strategy to permit a portion of the Property as generally shown on Schedule B (Site Plan) to be used for a sawmill operation, (hereinafter called the “Development”);

AND WHEREAS the Municipality, by a resolution of Council passed on the 29th day of June 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 in the definitions section of the Municipality of the District of Argyle's Land Use Bylaw, as amended from time to time.

PART 2: GENERAL REQUIREMENTS

- 2.1 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.
- 2.2 Notwithstanding Section 2.1, where the provisions of this Agreement conflict with those of any provincial or federal regulations, bylaws or codes, the more stringent requirements shall apply.
- 2.3 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.
- 2.4 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.
- 2.5 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; and
 - b) The Developer shall be permitted to construct and operate a sawmill on the subject property, in general accordance with the scale and location shown on Schedule B, provided the following requirements are met:
 - i. Buildings or outdoor areas used for the sawing or processing of wood, or similar accessory uses which could cause offensive noises or dust, shall be setback a minimum of 30 metres from abutting lot lines used for residential purposes, where said lots are not owned by the Developer;
 - ii. Sufficient screening shall be maintained from buildings related to the sawmill and wood processing facility through vegetated buffer having a minimum width of 8 metres, or where this cannot be reasonable achieved, through an opaque fence; and
 - iii. Open storage of raw materials or products shall not occur within 3 m of the front lot line;
 - c) other uses, signage, exterior lighting, parking or loading areas accessory to the principal use as per the requirements of the Municipality of the District of Argyle Land Use Bylaw, as amended from time to time.
- 3.1.2 Except where specifically stated otherwise in this agreement, all provisions of the Land Use Bylaw

of the Municipality of the District of Argyle, approved by Municipal Council, as amended from time to time, shall apply to this development.

3.1.3 The Developers shall ensure that:

- a) 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 an unreasonable nuisance above that normally associated with a sawmill operation.

3.2 Development Permit

3.2.1 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 Bylaw 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.

3.2.2 The development described in this Agreement shall not be approved until the Development Officer has issued a development permit. 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.

3.3 Building and Site Requirements

3.3.1 Parking and Loading Areas

- a) The parking and loading areas shall be surfaced with asphalt, gravel, or similar hard surface materials.
- b) The Developers shall be responsible for supplying, installing, and maintaining at the Developers' cost, directional and regulatory signage on the Property as required by the Provincial Traffic Authority.
- c) Loading, unloading and/or storage of materials is not permitted within the adjacent road right-of-way.

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 Outdoor Lighting

- a) All outdoor lighting shall be installed so as 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

- a) All structures are maintained in good repair and in a tidy, attractive 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 Developers shall keep the Property free from litter and debris and shall provide litter (and recycling if provided) receptacles in appropriate and easily accessible locations and service, maintain, and empty the receptacles as required.
- e) The Development shall comply with the Municipality of the District of Argyle Noise By-law as amended from time to time.

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-substantial 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.
 - 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 Any non-substantial 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.
- 5.4 Substantial matters shall relate to any matter not identified as insubstantial in 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 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 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.
- 6.4 The Developers hereby certify that they are the sole owners of the Property.
- 6.5 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.
- 6.6 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 five (5) 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 Bylaw.

PART 7: TIMING

- 7.1 The Developers shall enter into this Agreement within six (6) months of the Municipality of the District of Argyle's approval of this Agreement.
- 7.2 Pursuant to the terms and conditions of this agreement, the Developer shall apply for a development permit for the Development within three (3) months of the parties entering into this development agreement. Once a development permit has been issued, the development shall be made consistent with all terms and conditions of this agreement no later than one (1) year after the development permit has been issued, otherwise the development agreement may be terminated and the existing zone and all provisions of the Land Use Bylaw shall apply without the concurrence of the property owner.

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 Bylaw.

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:

)	<u>DEVELOPER</u>
)	
)	
_____)	_____
Witness)	Walter Ellsworth Doucette
)	
)	
_____)	_____
Witness)	Blake Doucette
)	
)	
)	<u>THE MUNICIPALITY OF THE DISTRICT OF</u>
)	<u>ARGYLE</u>
)	
_____)	_____
Witness)	Municipal Clerk
)	

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this _____ day of July, 2023, 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, 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

On this _____ day of July, 2023, before me, the subscriber, personally came and appeared _____, a subscribing witness to the foregoing agreement who having been by me duly sworn,

Development Agreement
Municipality of the District of Argyle and Walter Ellsworth Doucette
July 2023

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

SCHEDULE “A” – Property Legal Description

PID 90339359

This agreement applies to property identified by PID 90339359 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 lot, piece or parcel of land situate, lying and being at East Kemptville, in the County of Yarmouth and Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING at the Southeastern corner of land now or formerly of Haley J. Gray and Jesse D. Gray at the Western boundary of the Gray Road;

THENCE Southeastwardly along the Western boundary of the Gray Road a distance of 410 feet, more or less, to the Northeastern corner of other land now or formerly of Walter E. Doucette, also known as Lot No. 3;

THENCE Southwestwardly along the Northern boundary of said other land now or formerly of Walter E. Doucette, also known as Lot No. 3, a distance of 1,557 feet, more or less, to the Eastern shore of the Tusket River;

THENCE Northwestwardly along the Eastern shore of the Tusket River a distance of 1,000 feet, more or less, to the Southwestern corner of land now or formerly of William J. Fuller;

THENCE Northeastwardly along the Southern boundary of said land now or formerly of William J. Fuller a distance of 1,145 feet, more or less, to the Northwestern corner of said land now or formerly of Haley J. Gray and Jesse D. Gray;

THENCE Southeastwardly a distance of 250 feet, more or less, to the Southwestern corner of said land now or formerly of Haley J. Gray and Jesse D. Gray;

THENCE Northeastwardly a distance of 385 feet, more or less, to the Southeastern corner of said land now or formerly of Haley J. Gray and Jesse D. Gray at the Western boundary of the Gray Road and the place of beginning.

CONTAINING 27.57 acres, more or less.

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

Compliance:

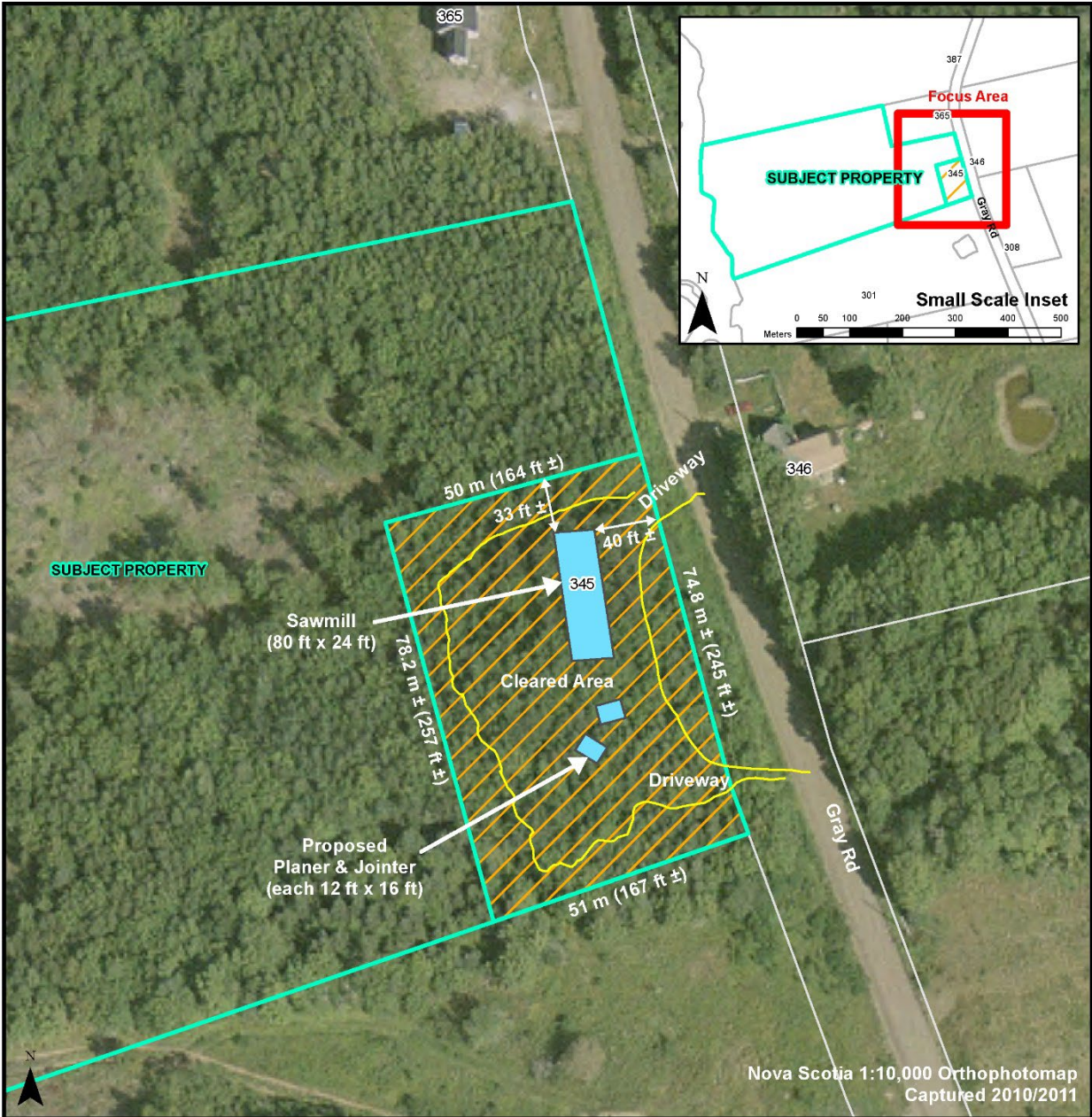
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: YARMOUTH COUNTY

Registration Year: 2022

Plan or Document Number: 121019922

SCHEDULE "B" – Site Plan



Site Plan

Walter Doucette Sawmill
 345 Gray Rd
 East Kemptville
 PID: 90339359

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- Cleared Area Boundary
- Property Boundaries
- Subject Property
- Sawmill Use Area

