

DEVELOPMENT AGREEMENT

**TO PERMIT A MARINE AQUACULTURE USE, PID No.
90341140**

THIS AGREEMENT MADE THIS _____ DAY OF **DECEMBER 2025**

BETWEEN:

DEON OYSTER COMPANY LIMITED, of Argyle, 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 6592 Highway 3 in Eel Brook, Nova Scotia and identified as PID number 90341140, and which said lands (hereinafter called the “Property”) is 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 a provincially approved marine related aquaculture propose, hereinafter called the “Development”;

AND WHEREAS the Municipality, by a resolution of Council passed on the **xxth** day of **[month]** 2025 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 definitions in the Municipality of the District of Argyle's Land Use Bylaw, 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; and
 - b) an aquaculture use, specifically, supporting accessory structures for aquaculture operations located a minimum horizontal setback of 3 m from the ordinary high-water mark of Eel Lake; and
 - c) a private wharf, subject to provincial approval, potentially with portions above the ordinary high-water mark, related to a marine related aquaculture use on Eel Lake; and
 - d) other uses, 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.
- 3.1.2 The Developers shall ensure that:
 - 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) 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.

3.2 Development Permit

- 3.2.1 This Development Agreement shall be administered by the Development Officer as appointed by the Council of the Municipality of Argyle.
- 3.2.2 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.
- 3.2.3 The Development Officer shall not issue a development permit until:
 - a) Nova Scotia Department of Transportation and Infrastructure Renewal 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 Municipal 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.
- 3.3.2 Parking and Loading Areas
 - a) The parking and loading areas shall be surfaced with asphalt, gravel, or similar hard surface materials.
- 3.3.3 Traffic and Vehicle Access
 - a) Final design and location of all driveways, pedestrian walkways, and regulatory signage are subject to approval by the Provincial Traffic Authority.
- 3.3.4 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.

3.3.5 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.

3.3.6 Operation and Maintenance of Property

- a) Any refuse, composting, or recycling container must be screened from public view, above the ordinary high-water mark, and not situated within 6 m of any property abutting the development.
- b) 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.

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;
 - b) matters dealing with time limits noted in Part 7 of this agreement; and
 - c) matters as noted in Part 7, dealing with changes to permitted buildings or structures used for marine related aquaculture purposes.
- 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 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 Bylaw.

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 and or building permit as required 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:

	<u>DEVELOPER</u>
)	
)	
)	
)	
)	
	D'Eon Oyster Company Limited
)	
)	
)	
)	
)	
	<u>THE MUNICIPALITY OF THE DISTRICT OF</u>
	<u>ARGYLE</u>
)	
)	
)	
)	
	Municipal Clerk
)	

PROVINCE OF NOVA SCOTIA
COUNTY OF YARMOUTH

On this _____ day of **December 2025**, 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 **December 2025**, 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 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 90341140

This agreement applies to property identified by PID 90341140 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*.

Registration County: YARMOUTH COUNTY

Street/Place Name: HIGHWAY 3 /EEL BROOK

Title of Plan: FINAL PLAN OF S/D: SURVEY OF LOT D-1, LOT D-2 & LOT D-3 S/D & CONSOLIDATION OF LANDS OF NOLAN ROBERT D'EMON & KIMBERLY RAE D'EMON LOCATED AT: CIVIC #6590 & #6616 NO 3 HWY, EEL BROOK

Designation of Parcel on Plan: LOT D-2

Registration Number of Plan: 122429823

Registration Date of Plan: 2023-05-11 13:32:01

SCHEDULE “B” - Site Plan



Site Plan

PID 90341140
Highway 3
Eel Brook

- Aquaculture Infrastructure
- Property Boundaries
- Subject Property

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the Municipality of the District of Argyle.

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