

**Form 26**

*Purpose: to record an interest in a parcel; or  
to record a power of attorney in the power of attorney roll*

Registration district: Hants  
 Submitter's user number: 6791  
 Submitter's name: Marc Dunning

**In the matter of Parcel Identification Number (PID)**

PID	45085248
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For Office Use

HANTS COUNTY LAND REGISTRATION OFFICE  
 I certify that this document was registered or recorded  
 as shown here.  
 Penny Goodwin, Registrar

118203000 LR  ROD   
 Document #  
MAR 15 2021 14:29  
 MM DD YYYY Time

**Power of attorney** (Note: completion of this section is mandatory)

- The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is:
- recorded in the attorney roll
  - recorded in the parcel register
  - incorporated in the document

OR

- No power of attorney applies to this document

This form is submitted to record the attached document (select applicable box):

- in the parcel register as a recorded interest  
 in the power of attorney roll  
 in the power of attorney roll as a duplication of a power of attorney registered under the *Registry Act*

The following information relates to the interest being recorded:

<b>Instrument type</b>	Agreement
<b>Expiry date (if applicable)</b>	N/A
<b>Interest holder and type to be added (if applicable)</b> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	Municipality of the District of East Hants – Party To Agreement
<b>Mailing address of interest holder to be added (for power of attorney, provide mailing address for donee)</b>	230 - 15 Commerce Court Elmsdale, NS B2S 3K5
<b>Name and mailing address power of attorney donor to be added (if applicable)</b>	N/A
<b>Name and mailing address power of attorney donee to be added (if applicable)</b>	N/A

<b>Reference to related instrument in names-based roll/parcel register</b> (if applicable) (for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable)	N/A
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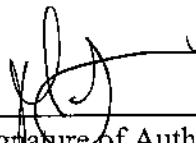
The textual qualifications in the above-noted parcel register(s) are to be changed as follows:

<b>Textual qualification on title to be removed</b> (insert any existing textual description being changed, added to or altered in any way)	N/A
<b>Textual qualification on title to be added</b> (insert replacement textual qualification)	N/A

**Certificate of Legal Effect:**

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

**Dated** at Halifax, in the County of Halifax, Province of Nova Scotia, on March 12, 2021.



\_\_\_\_\_  
Signature of Authorized Lawyer

Marc Dunning

1801 Hollis Street, Suite 300

Halifax, Nova Scotia B3J 2X6

e-mail: mdunning@wickwireholm.com

Phone 429-4111

Fax: 429-8215

- This document also affects non-land registration parcels. The original will be registered under the *Registry Act* and a certified true copy for recording under the *Land Registration Act* is attached.



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

## Development Agreement

Between:

**E.L.T. Property Holdings Limited**

And

**Municipal Council for the  
Municipality of the District of East  
Hants, Nova Scotia**

To permit a mixed-use development,  
residential and commercial, on land  
zoned Regional Commercial (RC), on  
lands identified as PID 45085248,  
Highway 214 Elmsdale.

Original agreement approved by  
Municipal Council on the 29th day of  
April, 2020.

Signed and entered into this 1<sup>st</sup> day  
of March, 2021.

This Agreement made this 1<sup>st</sup> day of march, 2021.

**BETWEEN:**

**E.L.T. Property Holdings Limited** of Elmsdale, Nova Scotia

hereinafter called the "DEVELOPER,"

**OF THE FIRST PART;**

- and -

**THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS**, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia,

hereinafter called the "MUNICIPALITY,"

**OF THE SECOND PART.**

**WHEREAS** the "DEVELOPER" has good title to lands known as PID 45085248, Highway 214, Elmsdale, hereinafter called the "PROPERTY", more particularly described in Schedule "A" of this agreement;

**AND WHEREAS** the "DEVELOPER" has requested that they be permitted to develop a mixed use development, residential and commercial, in the Regional Commercial (RC) Zone on the "PROPERTY" by entering into a development agreement with the "MUNICIPALITY" pursuant to the *Municipal Government Act*, and pursuant to the *Municipality of East Hants Municipal Planning Strategy* Policies ED33, ED34, UD42, IM27, and IM28 so that the "DEVELOPER" may develop and utilize the "PROPERTY" in a manner not otherwise permitted by the Land Use Bylaw.

**AND WHEREAS** the Council of the "MUNICIPALITY", hereinafter called the "COUNCIL", at its meeting held the 29th day of April, 2020, approved the "DEVELOPER'S" application to enter into a development agreement to permit a mixed use development, residential and commercial, in the Regional Commercial (RC) Zone, hereinafter called the "DEVELOPMENT," subject to the registered owners of the "PROPERTY" entering into this agreement.

**NOW THEREFORE, THIS AGREEMENT WITNESSETH THAT** in consideration of the covenants, promises and agreements contained herein, the parties hereto agree as follows:

## **1 LAND USE**

- 1.1 The permitted uses of the Property, subject to the terms and conditions of this agreement, shall be all those uses permitted in the Regional Commercial (RC) Zone, as per the requirements of the East Hants Land Use Bylaw, in addition to any other uses permitted by this agreement.
- 1.2 The Developer is permitted to develop a mixed use, residential and commercial, development, generally in accordance with Schedule "B" and "Schedule C".
- 1.3 The combined commercial ground floor area for all buildings on the Property must equal or surpass the combined residential ground floor area for all buildings on the Property. At no point shall the combined residential ground floor area for all buildings on the Property surpass the combined commercial ground floor area for all buildings on the Property.
- 1.4 Except where specifically stated otherwise in this agreement, all provisions of the Land Use Bylaw of the Municipality of the District of East Hants, approved by Municipal Council on July 27, 2016 as amended, with specific reference to the requirements of the Regional Commercial (RC) Zone, shall apply to this development.

## **2 PLANS**

- 2.1 The Property shall be developed generally in accordance with the site plan attached to this agreement as "Schedule B".
- 2.2 The four storey and six storey buildings shall be developed generally in accordance with the elevation plans attached to this agreement as "Schedule C".
- 2.3 The Developer shall construct and maintain the parking areas generally as shown on the site plan attached to this agreement as Schedule "B". The parking area and driveway shall conform to the following requirements:
  - a. the width of the driveway shall be a minimum of six (6) metres; and
  - b. Individual parking stalls shall be a minimum dimension of 2.8 m by 5.6 m exclusive of driveways or aisles; and
  - c. the parking area shall be paved with hot milled asphaltic concrete (HMAC) or Portland cement concrete (PCC), paving stones, or some other suitable paving material.
- 2.4 A minimum of 105 parking spaces shall be provided for the six storey residential building adjacent to the Nine Mile River, identified on the site plan as Lot 3. Additional spaces shall be provided for guest parking at a ratio of one guest parking space per seven units (rounded up to a whole space). The guest parking shall be identified and reserved for guests.
- 2.5 A minimum of 36 parking spaces shall be provided for the residential units in the four storey mixed use building fronting onto Highway 214, identified on the site plan as Lot 1. Additional spaces shall be provided for guest parking for the residential units at a ratio of one guest parking space per seven residential units (rounded up to a whole space). The guest parking shall be identified and reserved for guests.
- 2.6 Underground parking may be provided for the four storey mixed use building and the six storey residential building. Exposed underground parking shall not exceed 0.5 m above grade. The definition of 'grade' shall be as per the Land Use Bylaw.
- 2.7 Parking for the ground floor commercial use, of the four storey mixed use building, shall meet the parking requirements of the Land Use Bylaw.
- 2.8 Parking for the one storey commercial building, identified as Lot 2 on the site plan attached to this agreement as "Schedule B", shall meet the parking requirements of the Land Use Bylaw.
- 2.9 The driveway and parking lot layout shall allow for access and turning of emergency vehicles and waste collection vehicles.
- 2.10 The Developer shall provide Private Amenity Area and Common Amenity Area which shall conform to the following requirements:
  - a. A Private Amenity Area shall be provided for each residential unit with a minimum depth of 1.8 metres. A Private Amenity Area shall be a deck or balcony or other similar type area.

- b. A Common Indoor Amenity Area shall be provided for the six storey residential building. The Common Indoor Amenity Area shall be a minimum of 50m<sup>2</sup> in size.
  - c. A Common Outdoor Amenity Area shall be provided for the six storey residential building. The Common Outdoor Amenity Area shall be a minimum of 50m<sup>2</sup> in size.
  - d. The combined total of Common Amenity Areas, indoor and outdoor, for the six storey building shall be a minimum of 10m<sup>2</sup> per unit.
  - e. A Common Outdoor Amenity Area shall be provided for the four storey mixed use building. The Common Outdoor Amenity Area shall be a minimum of 50m<sup>2</sup> in size.
  - f. The combined total of Common Amenity Areas, indoor and outdoor, for the four storey mixed use building shall be a minimum of 10m<sup>2</sup> per unit.
  - g. Common Outdoor Amenity Areas shall not be divided into more than two pieces per building and each shall have a minimum width of 6m.
  - h. Amenity areas shall be located on the same lot as the use for which it is provided.
  - i. Outdoor Amenity Areas may include but is not limited to communal gardens, playgrounds, and athletic facilities such as tennis courts or lawn bowls.
- 2.11 The Developer shall provide a minimum 1.5m walkway around the sides and rear of the six storey residential building.
- 2.12 The Developer shall maintain a minimum 30 metre landscape buffer from the property boundary with the Ordinary High Water Mark of the Nine Mile River which shall conform to the following requirements:
- a. No permanent structures shall be built within the 30 metre buffer.
  - b. Existing Vegetation within this area shall be maintained, to control the management of subsurface and surface runoff, sedimentation and erosion.
  - c. Where necessary, for the construction of the six storey building, vegetation can be removed but must be replaced.
  - d. Where it is not practicable to maintain existing vegetation, a landscape buffer shall be substituted. An Environmental Study completed by a qualified professional must demonstrate the ability of the buffer to provide for sedimentation and erosion control and management of subsurface and surface runoff. The Environmental Study shall be prepared as per the requirements of an Environmental Study identified in the Land Use Bylaw.
  - e. Nothing in this Development Agreement shall prevent the removal of a dangerous or diseased tree.
- 2.13 A screening buffer shall be provided along the entire length of the North West boundary of the property, adjacent to 441, Highway 214, Elmsdale (PID# 45395993), except for land within the 30 metre landscape buffer from the Nine Mile River, where no buffer is required. The screening buffer shall meet one of the options identified below:
- a. A solid wall or opaque wooden fence no less than 1.8m in height, with the finished side of any fence facing the abutting property. Where space permits, fences longer than 8m shall be landscaped at the base with trees or shrubs planted in a minimum 1.5m wide planting area spaced no further than 3m apart with the planted area facing the abutting property.
  - b. A continuous opaque hedge of evergreen and/or densely twigged deciduous shrubs, planted in a minimum 1.5m wide strip spaced a maximum of 1.5m apart.
  - c. A row of alternating evergreen trees and evergreen and/or densely twigged deciduous shrubs, planted no more than 3m apart, or the retention of a well-vegetated space of vegetation at least 6m wide.
  - d. Any combination of options a, b, or c.
  - e. a turfed berm of not less than 1m in height planted on the crest with a continuous opaque hedge of evergreen and/or densely twigged deciduous shrubs, planted in a minimum 0.5m wide strip.

- 2.14 Signage shall be in accordance with the signage provisions for the Regional Commercial (RC) Zone.
- 2.15 The driveway for Lot 2 as identified by the site plan attached to this agreement as "Schedule B" shall be aligned with the daycare driveway entrance, across Highway 214.
- 2.16 A pedestrian walkway with a minimum width of 1.5 metres shall be provided, linking the six storey building and four storey building with Highway 214. The walkway shall be paved with asphalt, concrete, paving stones or some other suitable paving material.
- 2.17 All outdoor lighting shall be installed so as to reflect light away from adjacent properties. In order to preserve the night sky, the Developer is encouraged to use sensitive lighting which is orientated downward, is low wattage, energy efficient and minimizes glare.

### **3 SERVICING**

- 3.1 The Property is subject to the requirements of Municipal Bylaw F100 Local Improvement Charges Bylaw.
- 3.2 The Developer is responsible for the costs associated with the extension of Municipal Water and Wastewater Services.
- 3.3 Any extension of the service mains would need to meet public standards, a minimum diameter of 200 mm for the sewer main and 300 mm for the water main.
- 3.4 The development will be subject to Infrastructure Charges in accordance with Municipal Bylaw IO 200, A Bylaw Relating to the Payment of Infrastructure Charges.
- 3.5 Municipal Water and Wastewater Services shall not be provided by an easement.

### **4 DEVELOPMENT PERMIT**

- 4.1 This development agreement shall be administered by the Development Officer as appointed by the Council of the Municipality of East Hants.
- 4.2 The Development Officer may issue a permit for a flag lot (as defined in the Subdivision Bylaw), identified on the site plan attached to this agreement as Schedule "B", that was not existing prior to the adoption of the 2016 Land Use Bylaw.
- 4.3 The development described in this agreement shall not be commenced until the Development Officer has issued a development permit. A development permit for the land use described in Section 1 of this agreement shall not be issued until the Development Officer is satisfied that the detailed plans are generally in conformance with the site plan attached as Schedule "B" and the requirements for the components in Schedule "B". In addition, the Development Officer shall not issue a development permit until:
- a. An approved Work Within Highway Right-of-Way Permit shall be required from Nova Scotia Transportation and Infrastructure Renewal and the location of the current driveway shall be altered, if required, to comply with the requirements of Nova Scotia Transportation and Infrastructure Renewal. In addition, Nova Scotia Transportation and Infrastructure Renewal has granted positive recommendation on all transportation issues within their responsibility and has given their approval if any is required; and
  - b. Nova Scotia Environment has granted positive recommendation on all environmental issues within their responsibility and has given their approval if any is required; and
  - c. The Municipality has reviewed the detailed design of the water, sanitary and storm water drainage.
  - d. A Stormwater Management Plan has been submitted which demonstrates a balanced pre and post development storm flow, and no negative impact to existing inflow and outflow of the cross culvert connecting to the brook.
  - e. A Required Fire Flow Calculation has been submitted in accordance with 'Water Supply for Public Fire Protection' (Fire Underwriters Survey 1999).
  - f. 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's Planning and Development Department.

- g. A site plan has been submitted to and approved by the Development Officer identifying the location of all the parking, including guest parking, required by this Development Agreement.
- h. A development permit shall not be issued for the six storey residential building until a plan has been submitted, prepared by a qualified person, detailing measures to control erosion and sedimentation caused by the construction of the building. The plan shall include details of the erosion and sedimentation control measures, plus the vegetation within the 30 metre buffer which is required to be removed for the construction. The plan shall also include details of the vegetation which will replace the removed vegetation.
- i. A Lot Grading Plan, prepared in accordance with Municipal standards by qualified individuals shall be submitted.
- j. The Municipality has confirmed that there is sufficient capacity to service the development with municipal water.
- k. A Development Permit shall not be issued until a sidewalk from the Superstore to the subject property is an approved project of Council under the Local Improvement Bylaw, with the owner of the subject property, at minimum, paying the cost of the sidewalk fronting onto their property.

## **5 IMPLEMENTATION**

- 5.1 Upon breach of this agreement, the Municipality may proceed in accordance with Section 264 of the *Municipal Government Act*.
- 5.2 Subject to the provisions of this agreement, the Developer shall be bound, unless specifically stated otherwise in this agreement, by all Bylaws and regulations of the Municipality as well as to any applicable statutes, policies, and regulations of the Province of Nova Scotia or the Government of Canada.
- 5.3 This agreement shall run with the land and be binding upon the Developer, its lessees, and the occupiers of the land.
- 5.4 This agreement shall be filed by the Municipality in the Registry of Deeds at Lawrencetown, Nova Scotia, and shall form a charge or encumbrance upon the property as described in Schedule "A" attached hereto.
- 5.5 The costs of recording and filing all documents in connection with the agreement shall be paid by the Developer.
- 5.6 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.
- 5.7 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.
- 5.8 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.

## **6 TIME LIMITS**

- 6.1 The parties shall enter into this agreement within one (1) year of Council's approval to enter into this agreement.
- 6.2 Pursuant to the terms and conditions of this agreement, the Developer shall apply for a development permit or permits for the four storey mixed use building; six storey residential building; and single storey commercial building within four (4) years 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 and all features of the site plan attached as Schedule "B" no later than two (2) years after each 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.

## **7 UNSUBSTANTIAL AMENDMENTS**

- 7.1 Any amendment to this agreement, whether substantive or otherwise, must be approved by both parties in writing.
- 7.2 Any unsubstantial 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*. Amendments which are considered unsubstantial are the following:
- a. A written request to have the time limits identified in Section 6 of this agreement extended by a period to be decided by Council.
  - b. Signage provisions.
  - c. Changes to the site plan 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 Transportation and Infrastructure Renewal and Nova Scotia Environment.
  - d. Matters dealing with parking.
  - e. Changes to the building elevations for the four storey and six storey buildings.
  - f. Matters dealing with landscaping.

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of:


**DEVELOPER**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Loubnan Ribahi  
Director  
E.L.T. Property Holdings Limited

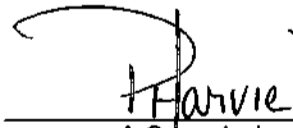
**MUNICIPALITY OF EAST HANTS**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
Kim Ramsay  
Chief Administrative Officer & Municipal Clerk

Province of Nova Scotia, County of Hants.

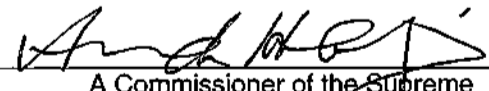
On this 1 day of February, 2021, before me the, subscriber personally came Debra Uloth and \_\_\_\_\_ appeared \_\_\_\_\_, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said that the Developer, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

  
\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

Pamela Harvie  
"A Commissioner of the Supreme Court of Nova Scotia"

Province of Nova Scotia, County of Hants.

On this 1<sup>st</sup> day of March, 2021, before me, the subscriber personally came and appeared Sheralee MacEwan, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made oath and said that Kim Ramsay, CAO & Municipal Clerk, signing authority for the Municipality of East Hants, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

  
\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**AMANDA HATFIELD**  
A Commissioner of The Supreme Court of Nova Scotia

**Development Agreement:  
E.L.T. Property Holdings Limited and the  
Municipality of East Hants**

**Schedule A**

**Deed Description of Property**

**This agreement applies to property identified by PID 45085248 and further described by Plan filed at the Registry of Deeds Office for the registration district of Hants in Lawrencetown, Nova Scotia, registered under the *Land Registration Act*.**

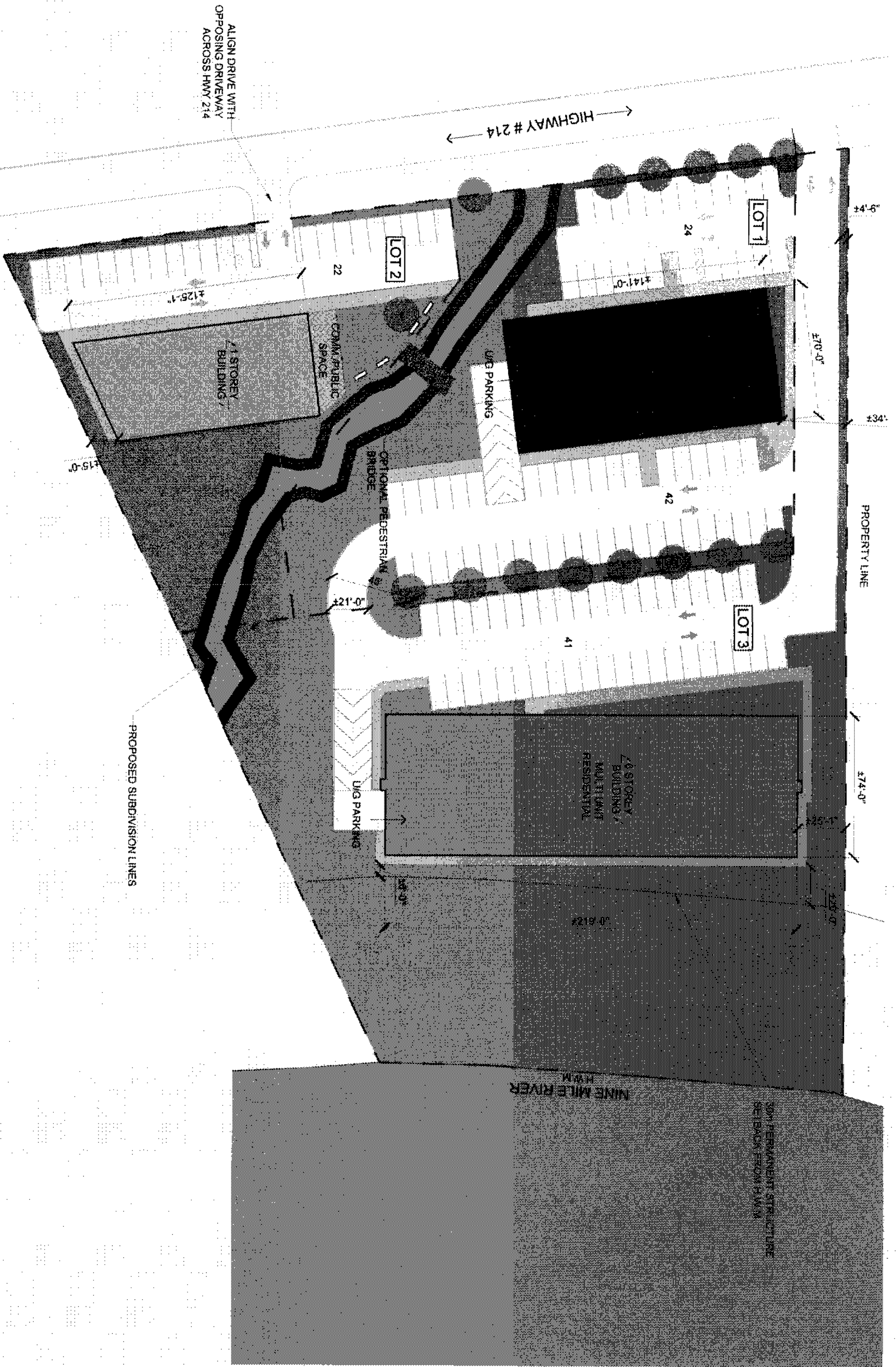
**Development Agreement:  
E.L.T. Property Holdings Limited and the  
Municipality of East Hants**

**Schedule B**

**Site Plan**

SITE PLAN

Project No.: 2018-10  
Scale: 1" = 50'-0"  
Date: 8 Jan 2020



Schedule C  
Elevation Plans

