

THIS DEVELOPMENT AGREEMENT made this ____ day of April, 2023

BETWEEN:

EAST AND WEST BOATS LIMITED, a body corporate incorporated pursuant to the laws of Nova Scotia.

Hereinafter called the "Property Owner"

of the First Part

and

MUNICIPALITY OF THE DISTRICT OF BARRINGTON, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at 2447 Highway 3, Barrington, Shelburne County, Nova Scotia,

Hereinafter called the "Municipality"

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in "Schedule A" attached hereto and which are situated at 7257 Highway 3, Upper Woods Harbour, Nova Scotia, Property Identification (PID) 80014913

WHEREAS the Property Owner wishes to use the Property for a Boat Shop.

WHEREAS Part 8, Policy I-2 of the Municipal Planning Strategy and Part 11.3 of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the District of Barrington enter into this development agreement pursuant to Section 225 of the Municipal Government Act to authorize the Property Owner to develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on (add date of motion) approved this Development Agreement;

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

Part 1 – Agreement

Schedules

The following attached schedules shall form part of this Agreement:

Schedule "A" - Property Description

Schedule "B" - Site Plan

Schedule "C" - Description of industrial process, operations and activities

1.1 Municipal Planning Strategy and Land Use Bylaw

- a) Municipal Planning Strategy means the Municipal Planning Strategy of the Municipality, approved on November 25, 2013, and amended on September 23, 2019
- b) Land Use By-law means the Land Use By-law of the Municipality, approved on November 25, 2013, and amended on June 9, 2022

1.2 Definitions

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use By-law. Words not defined in the Land Use By-law but used herein are:

1.2.1 – Boat Shop – means commercial fiberglass vessel construction and repair, steel and aluminum fabrication and welding, Electrical wiring, Hydraulic fabrication and marine slip way and vessel storage.

Part 2 – Development Agreement

2.1 Use

That the Property Owner's use of the Property shall be limited to the following uses:

- a) those uses permitted by the Land Use Bylaw (as may be amended from time-to-time); and
- b) the uses of the property as a Boat Shop as defined herein.

Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw apply to any development undertaken pursuant to this Agreement.

2.2 Odour and Noise Mitigation

The Property Owner shall make every effort to minimize and mitigate odours emanating from the facility as a result of the production processes utilizing commercial odour mitigation solutions. The building structure shall be well insulated for sound containment.

2.3 Appearance of Property

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state, and maintain the Property in a neat and presentable condition including all structures, driveways, parking areas, loading spaces and any designated outdoor storage areas used for temporary storage of any items.

2.4 Hours of Operation

The hours of operation of the Boat Shop periodically involves continuous twenty-four hour activity. During evening hours and overnight hours of operation the Property Owner shall use mitigation methods to minimize noise and vibration resulting from the business activities

Part 3 – Changes and Discharge

3.1 The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.1, Use of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.

3.2 Any matters in this Agreement which are not specified in Subjection 3.3 below are not substantive matters and may be changes by Council without a public hearing.

3.3 The following matters are substantive matters:

- a) Any additional industrial activities which involve emissions or noise other than those described in Schedule C of this agreement;

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

Part 4 - Implementation

4.1 Variance

In accordance with Sections 235, 236 and 237 of the Municipal Government Act, the Development Officer may grant a variance in one or more of the following:

- a) size or other requirements relating to yards;
- b) lot frontage or lot area, or both;
- c) number of parking spaces and loading spaces required;
- d) ground area and height of a structure.

4.2 Completion and Expiry Date

- a) The Property Owner shall sign this Agreement within 90 days from the date the Council signs the Agreement. If the Property Owner fails to sign the Agreement within 90 days of the Council signing, the unexecuted Agreement shall be null and void;

Part 5 – Compliance

5.1 Compliance with other Bylaws and Regulations

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

5.2 Municipal Responsibility

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property Owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

- a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Property Owner has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner to sign the Development Agreement to validly bind the Lands.
- b) The Property Owner has taken all steps necessary to, and it has full authority to enter into this Development Agreement.

5.4 Costs

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable

5.5 Full Agreement

This Agreement constitutes the entire agreement and contract entered into by the Municipality and the Property Owner. No other agreement or representation, oral or written, shall be binding.

5.6 Severability of Provisions

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

5.7 Interpretation

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neuter genders.

5.8 Breach of Terms or Conditions

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act,

[Signature page to follow]

IN WITNESS WHEREOF, the MUNICIPALITY has executed this Agreement at Barrington in the County of Shelburne and the Province of Nova Scotia, this _____ day of April, 2023.

**MUNICIPALITY OF THE DISTRICT OF
BARRINGTON**

SIGNED, SEALED AND DELIVERED

in the presence of

PER _____

Chris Frotten, CAO

SIGNED, SEALED AND DELIVERED

in the presence of

PER _____

Eddie Nickerson, Warden

IN WITNESS WHEREOF, EAST AND WEST BOATS LIMITED. has executed this Agreement at Woods Harbour in the County of Shelburne and in the Province of Nova Scotia this _____ day of April, 2023.

EAST AND WEST BOATS LIMITED.

SIGNED, SEALED AND DELIVERED

in the presence of

PER _____

DOUGLAS G. MOOD, SECRETARY

Schedule "A" - Property Description

ALL that certain lot, piece or parcel of land situate, lying and being on the Western side of Highway No. 3 at Upper Woods Harbour, in the County of Shelburne, Province of Nova Scotia, and more particularly bounded and described as follows:

BEGINNING at a found survey marker situate on the Western side of Highway No. 3 at the Southeastern corner bound of lands of Lawrence and Mary Devine, said found survey marker being South Seven degrees Fifteen minutes, Fifty-One seconds East (S 7 15 51 E) from N.S.C.M. 25287 Two Hundred and Ten point Eight Six (210.86) feet;

THENCE South Seventy-Four degrees Forty-Two minutes Thirty seconds East (S 74 42 30 E) following a fence line and lands of Lawrence and Mary Devine One Hundred and Seventy point Two Four (170.24) feet to a found survey marker on the shore of Woods Harbour;

THENCE in a Westerly and Southerly direction following the shoreline of Woods Harbour and the ordinary high water mark to lands of Charles Mood;

THENCE in an Easterly direction following Mood land Ten (10) feet, more or less, to a placed survey marker and a pile of stones;

THENCE North seventy-Five degrees Fifty-Nine minutes Forty-Six seconds East (N 75 59 46 E) following traces of a wire fence Two Hundred and Sixty point Six One (260.61) feet to a placed survey marker;

THENCE North Seventy-Four degrees Twenty-Nine minutes Forty-Six seconds East (N 74 29 46 E) following fence posts and Mood land One Hundred and Eight point Nine Six (108.96) feet to a placed survey marker situate on the Western side of Highway No. 3;

THENCE in a Northerly direction following the Western sideline of Highway No. 3 to lands of Lawrence and Mary Devine, the first mentioned found survey marker and the place of beginning.

BEING AND INTENDED TO BE the same lands as were willed by the Last Will and Testament of Ina O.L. Garron to Aletta M. Menzies, her sister, by Will dated February 23, 1996 and recorded at the Registry of Deeds office at Shelburne, Nova Scotia, in Book 230, Page 490.

SAVING AND EXCEPTING Lot S-1 as shown on Registered Plan No. 122004972, recorded at the Land Registration Office for Shelburne County.

*** 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: SHELburne COUNTY

Registration Year: 2023

Plan or Document Number: 122004972

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan.

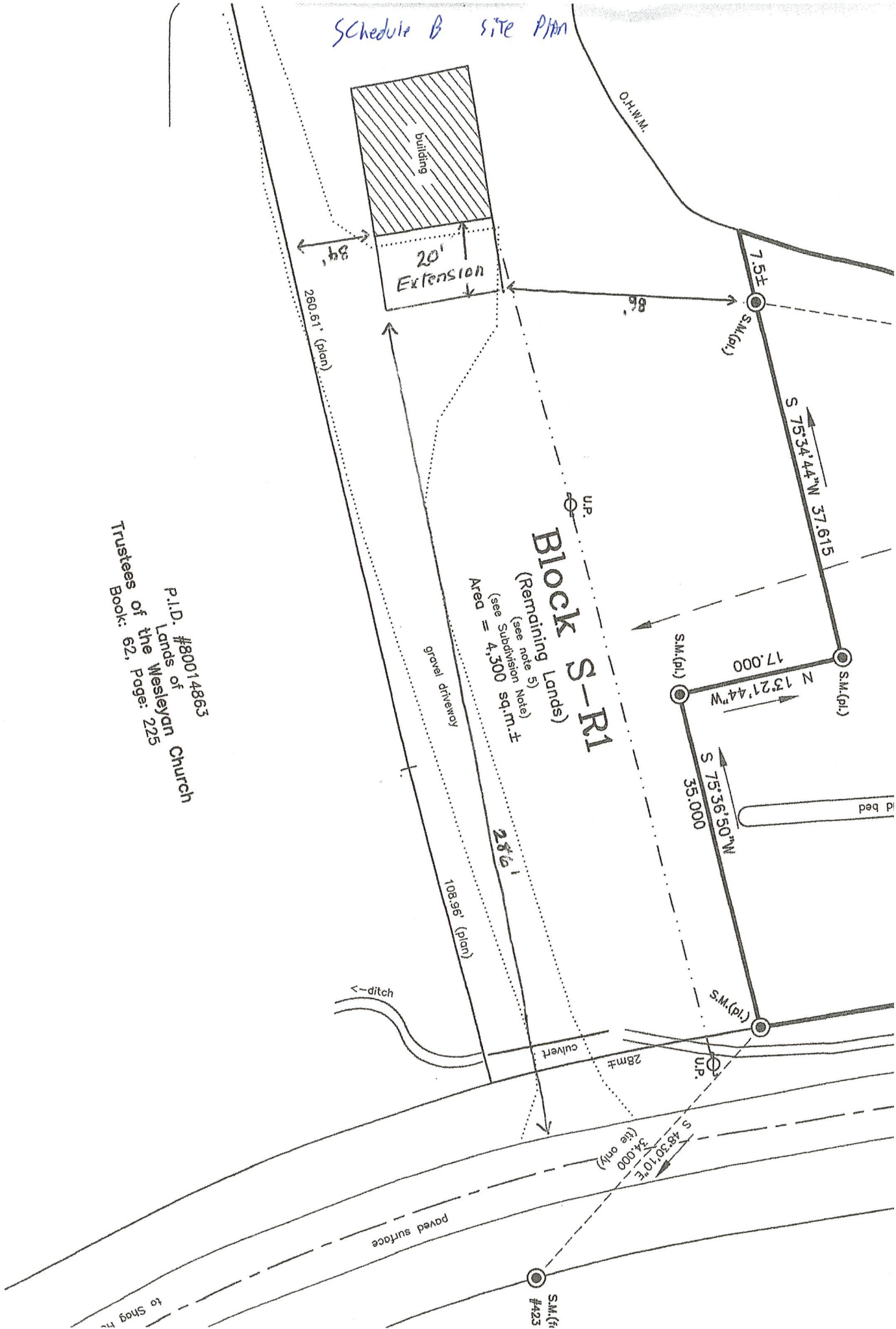
Schedule "B" - Site Plan

See ATTACHED

Schedule "C" - Description of industrial processes, operations and activities

1. New Vessel fiberglass construction and finishing including fiber-glassing, grinding, application of epoxy, resin, welding, hydraulic work and painting;
2. Existing Vessel maintenance, modifications and repairs, including fiber-glassing grinding, application of epoxy, resin, welding, hydraulic work and painting;
3. Vessel launching and haul out;
4. Vessel storage; and
5. Vessel cleaning.

Schedule B site plan



P.I.D. #80014863
 Lands of
 the Wesleyan Church
 Trustees of Book: 62, Page: 225

Block S-R1
 (Remaining Lands)
 (see note 5)
 Area = 4,300
 (see Subdivision sq.m. ±)

260.61' (plan)

108.96' (plan)

25' ±

34.000
 (the only)

S.M.(fr)
 #423