

Development Agreement

This Agreement made this 28th day of January, 2025

Between

Dean Vaughn Porter, Sheila D. Porter and Carrie Ann Ellis, hereinafter collectively called the "Developer"

of the First Part

And

The Municipality of the District of Digby, a duly incorporated municipal body, incorporated under the laws of the Province of Nova Scotia, hereinafter called the "Municipality"

of the Second Part

WHEREAS the Developer is the owner of certain lands at civic 18 Porters Lane, Seabrook, Nova Scotia Property Identification Number 30194245, and more particularly described in the attached Schedule "A", hereinafter called the "Property";

AND WHEREAS the Developer has applied to the Municipality to permit the construction of a single unit residential dwelling on the Property, hereinafter called the "Development";

AND WHEREAS the Property contains an existing residential dwelling and the Development will result in two (2) residential dwellings on a single lot;

AND WHEREAS the Property is designated as Residential on the Municipality's Conway Area Municipal Planning Strategy's Generalized Future Land Use Map and is zoned Residential Urban (RU) Zone on the Municipality's Conway Area Land Use By-law's Zoning Map;

AND WHEREAS the Conway Area Municipal Planning Strategy Policy R-4 requires that the construction of more than one (1) dwelling on a single lot, defined in Part 3.56 of the Conway Area Land Use By-law as Grouped Dwellings, to be considered by Development Agreement;

AND WHEREAS the proposed Development of the Property has been considered at a Public Hearing held on [date] and approved by a majority vote of Municipal Council on [date] pursuant to requirements of the Municipal Government Act, the parties to this Agreement covenant as follows:

1. Lands Subject to the Agreement

Lands subject to this Agreement shall include the property described in Schedule "A" attached.

2. Use

The Property shall be used for the construction of a single unit residential dwelling which shall be constructed on the Property in addition to a single unit residential dwelling existing on the Property as of the date of this Agreement.

3. Site Plan

That the Property shall be developed in general conformity with the Site Plan attached as Schedule "B" of this Agreement.

4. Building Plan

The development of the structure shall be undertaken in general conformity with the Building Floor Plan attached as Schedule "C" of this Agreement.

5. Municipal Servicing and Infrastructure

5.1 The Development and the existing dwelling shall be connected to Municipal Sanitary Sewer and Domestic Water services located at Highway 217.

5.2 The Developer shall be responsible for the preparation of the design for the extension of Sanitary Sewer and Domestic Water services, including the connection with the existing trunk services and the design shall be acceptable to the Municipal Engineer and/or the Municipal Supervisor of Public Works.

5.3 The Developer shall be responsible for all costs relating to the construction of the services extension as well as all costs relating to reinstatement of the condition of lands beyond the limits of the Property required for the services extension. All works shall be carried out in accordance with the approved design and shall be satisfactory to the Municipal Engineer and/or the Municipal Supervisor of Public Works.

5.4 Upon the completion of the extension of services the existing onsite septic system, including holding tanks and field bed materials, shall be decommissioned and removed. The decommissioning and removal of the septic system shall be overseen by a Qualified Person and be completed to the satisfaction of the Municipal Engineer and/or Municipal Supervisor of Public Works. All costs

associated with the decommissioning and removal of the septic system shall be the responsibility of the Developer.

6. Development, Building and Occupancy Permits

6.1 The Developer shall be entitled to submit an application for a Municipal Development Permit and a Municipal Building Permit following the coming into force of this Agreement.

6.2 A Municipal Occupancy Permit shall only be issued upon confirmation of compliance of all construction with all relevant Code requirements, confirmation of the construction of the extension of municipal services in accordance with Sections 5.2 and 5.3, and confirmation of the decommissioning and removal of the existing on-site septic system in accordance with Section 5.4.

7. Subdivision of the Property

The Developer acknowledges that Porters Lane does not qualify as an existing private road pursuant to the Municipality's Subdivision By-law and that the Property does not qualify for subdivision approval and that the Development is being undertaken with this knowledge.

8. Matters Deemed Substantive

Any change to the lands subject to this Agreement including lot boundaries and lot area and any change to the use or increase in the total number of dwelling units shall be considered substantive. All other matters shall be considered non-substantive.

9. All Other Matters Addressed in the Land Use By-law

Notwithstanding those matters addressed in Parts 1 through 7 of this Agreement, all other relevant development control provisions which are addressed in the Municipality's Land Use By-law shall be subject to the standards and conditions set forth in the Land Use By-law.

General Provisions

10. Subject to the provisions of this Agreement, the Developer shall observe all related ordinances, by-laws and regulations of the Municipality and nothing in this Agreement shall exempt the Developer from obtaining and complying with any and all permits or approvals required by Provincial or Federal laws or regulations.

11. This Agreement shall be filed with the Land Registry Office at Kentville, in the County of Kings and shall be binding on any subsequent owner or owners.

12. The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.
13. The Developer shall be liable for any damage caused to public or private property by the Developer or any contractor or other individual doing work related to the development. The Developer shall indemnify the Municipality and save it harmless from any claim, cause of action, or liability in any way relating to the development. The Developer shall obtain and maintain in force throughout the course of construction on the development, liability insurance coverage to insure the responsibilities which the Developer is assuming in this section.
14. Upon the breach by the Developer of the terms or conditions of this Agreement, the Municipality may:
 - Apply for an injunction or injunction type relief; or
 - Prosecute under the Municipal Government Act, Land Use By-law or Building By-law, and/or Building Code Act;
 - Sue for specific performance of any terms or conditions; or
 - Sue for breach of contract; or
 - Discharge this Agreement; or
 - After 30 days' notice in writing, enter the Property and perform any obligation with which the Developer has failed to comply strictly.
 - Undertake any remedies permitted by the Municipal Government Act;
 - Take no action but by taking no action on any breach or violation shall not bar the Municipality from exercising its rights under the Development Agreement for any other or a subsequent or continuing breach or violation of the same nature; or
 - Any combination of the above.

Any expenses incurred by the Municipality in exercising its rights under this Agreement shall be paid by the Developer to the Municipality. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Municipality, or the Property, to their original condition before the beginning of work on the development, costs incurred for entry on the Property and performance of the Developer's obligations, and all solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Municipality as a debt and may be recovered from the Developer by direct suit. They shall form a charge upon the Property. The Developer shall pay interest on any sum so expended by the Municipality at the same monthly rate charged by the Municipality for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense.

15. The Developer warrants that the Developer has good title in fee simple to the lands or good beneficial title subject to a normal financing encumbrance. 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 Developer has obtained the approval of every other entity which has an interest in the lands whose authorization is required for the Developer to sign this Development Agreement to validly bind the lands. The Developer has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

16. Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid, if to the Municipality to:

Municipality of Digby
12548 Hwy 217
PO Box 429
Digby, NS
B0V 1A0

Attention: Chief Administrative Officer

And to the Developer to:

Dean Vaughn Porter
PO Box 1098
Digby, N.S.
B0V 1A0

Attention: Dean Porter

17. Upon execution and registration of this Agreement, and upon submission of a completed application, the Developer shall be entitled to receipt of a Municipal Development Permit for the purposes of undertaking the proposed development in accordance with the terms and conditions of this Agreement.
18. This Agreement may be terminated upon the Municipality satisfying itself that the terms and conditions of this Agreement have been fulfilled or by mutual consent of the Municipality and the Developer at any time.
19. Costs associated with the recording of this Agreement and all other aspects of processing this Agreement shall be the responsibility of the Developer.
20. This Agreement constitutes the entire agreement and contract entered into by the Municipality, the Developer. No other agreement or representation, oral or written, shall be binding.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors and assigns.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties on the day and year first above written.

SIGNED, SEALED AND DELIVERED



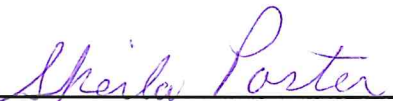
Witness



Dean Vaughn Porter



Witness



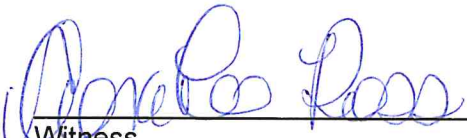
Sheila D. Porter




Witness



Carrie Ann Ellis




Witness



Linda Gregory
Warden
Municipality of Digby



Witness



Tyler Pulley
Chief Administrative Officer
Municipality of Digby

Schedule "A", Lands Subject to the Agreement

ALL that certain piece or parcel of land situate, lying and being at Seabrook in the County of Digby and Province of Nova Scotia, and bounded and described as follows:

On the East side of a road leading from the Main Digby Neck Road North toward the Railroad;

BEGINNING at the Northwest corner of land belonging to Leta Handspiker and running in an Easterly direction along said land of Leta Handspiker a distance of 100 feet to land of Frank Ryan;

THENCE turning and running in a Northerly direction along said land of Frank Ryan and Winston Marshall a distance of 325 feet to land belonging to said Guy W. Porter;

THENCE turning and running in a Westerly direction along said Porter land a distance of 100 feet to the aforesaid road and land of Guy W. Porter;

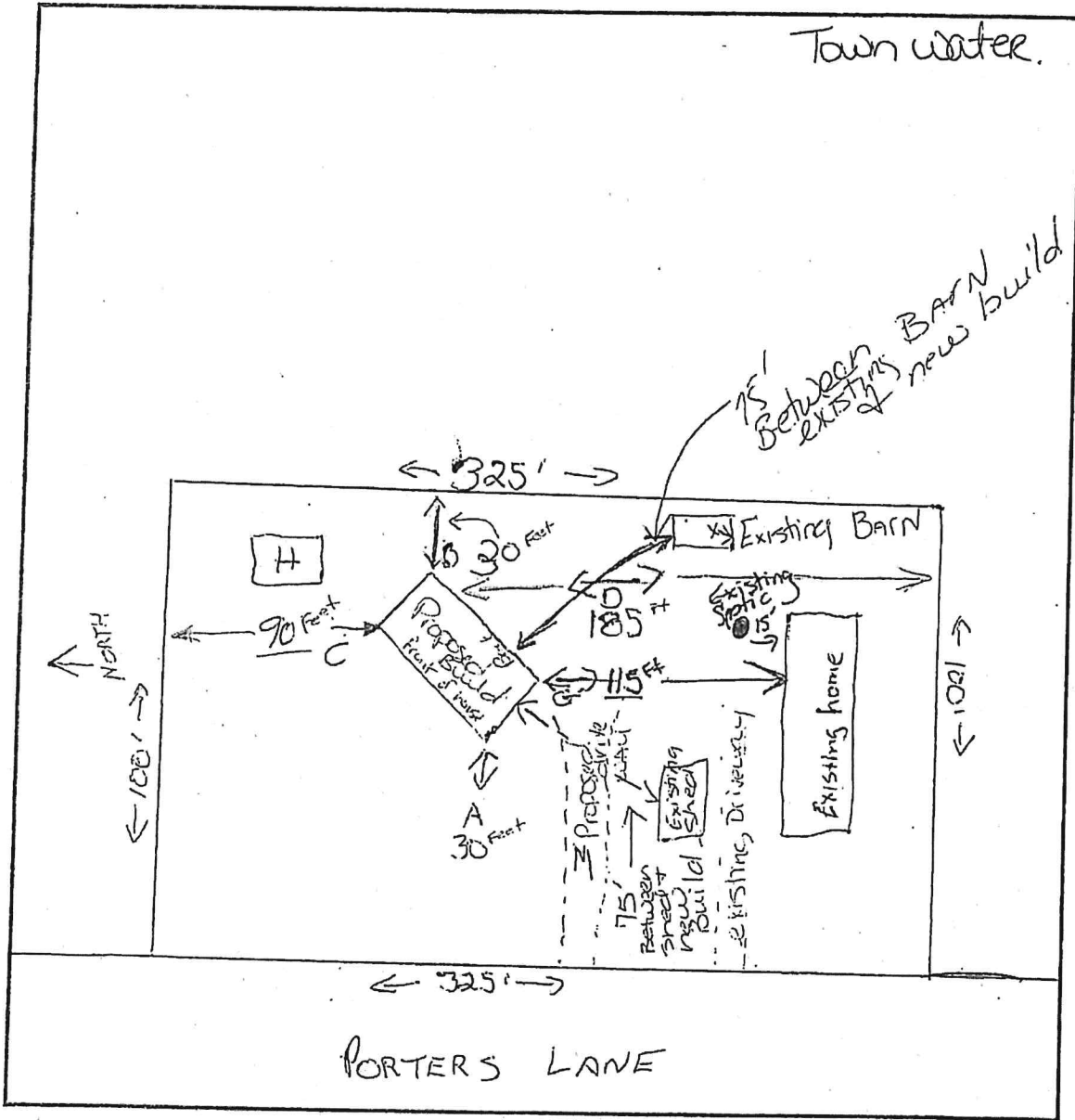
THENCE turning and running in a Southerly direction along said road a distance of 325 feet to an iron peg and place of beginning.

BEING a portion of land conveyed to Guy W. Porter by Deed dated the 15th day of February, 1967, and recorded at the Registry of Deeds Office at Weymouth for the County of Digby, in Book No. 223 at Page 478.

ALSO BEING AND INTENDED TO BE the same lands as conveyed from Guy W. Porter and Ruth Porter, his wife, to Vaughn W. Porter and Sheila D. Porter, his wife, as Joint Tenants, by Deed dated the 15th day of October, 1975, and recorded at the Registry of Deeds Office at Weymouth, N.S., on the 16th day of February, 1976, in Book 300 at Page 528 as Document 501.

The above described lands are believed to be identified as PID 30194245 and AAN 03793192. This information is not intended to be an operative part of this instrument but is given only as reference information.

Schedule "B", Site Plan



Schedule "C", Building Floor Plan

