

1. Lands Subject to the Agreement

Lands subject to this Development Agreement shall include all those lands known as civic 46 Drury Lane, Annapolis Royal, Nova Scotia Land Registry Information PIDs 05003447 and as identified on the attached Schedule "A".

2. Proposed Use

That, in addition to an existing residential dwelling, the Development of the Property shall consist of the construction of an accessory structure ("carriage house") containing an accessory residential dwelling unit as outlined in the Development Agreement Application dated February 5, 2025, attached as Schedule "B".

3. Site Plan Use

That the construction of the accessory structure and related use of the Property be in general conformity with the "Site Plan", attached as Schedule "C".

4. Building Details

That the construction of the accessory structure be undertaken in general conformity with the "Building Details", "Proposed Residence For AJ Landon Annapolis Royal, Sheets A1 – A9, drawn by Compudraft Design Services dated November 21, 2025, attached as Schedule "D".

5. Matters Deemed Substantive

Any change to the proposed use and any change to the location, size and building design/details of the proposed Development shall be considered substantive. All other matters shall be considered non-substantive.

General Provisions

6. Subject to the provisions of this Development Agreement the Developer shall observe all related ordinances, by-laws and regulations of the Town 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.
7. This Development 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.
8. The provisions of this Development 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.
9. The Developer shall be liable for any damage caused to public or private property by Developer or any contractor or other individual doing work related to the development. The Developer shall indemnify the Town 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.
10. Upon the breach by the Developer of the terms or conditions of this Agreement, the Town may:
 - Apply for an injunction or injunction type relief; or
 - Prosecute under the Municipal Government Act, Land Use Bylaw or Building Bylaw, 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 Town 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 Town in exercising its rights under Part 11 shall be paid by the Developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Town, 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 Town 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 Town at the same monthly rate charged by the Town for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense.

11. The Developer warrants as follows:

No other entity has an interest in the Property which would require their signature on this Development Agreement to validly bind the Developer and that the Developer has obtained the approval of every other entity which has an interest in the Property whose authorization is required for the Developer to sign this Development Agreement to validly bind the Property. The Developer has taken all steps necessary to, and it has full authority to enter this Development Agreement.

12. 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 Town to:

Town of Annapolis Royal
285 St. George Street
Annapolis Royal, NS
B0S 1A0
Attention: Chief Administrative Officer

And to the Developer to:

Andrew Landor/Hillary Lavelle
46 Drury Lane
Annapolis Royal, NS
B0S 1A0

13. Upon execution and registration of this Development Agreement and upon submission of a completed application the Developer shall be entitled to receipt of a Municipal Development Permit and a Municipal Building permit for the purposes of undertaking the proposed development in accordance with the terms and conditions of this Agreement.
14. This Development Agreement may be terminated upon the Town satisfying itself that the terms and conditions of this Agreement have been fulfilled or by mutual consent of the Town and the Developer at any time.
15. Costs associated with the recording of this Development Agreement and all other aspects of processing this Development Agreement shall be the responsibility of the Developer.
16. This Development Agreement constitutes the entire agreement and contract entered into by the Town and 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

In the presence of:

Witness

Andrew Joseph Landon

Witness

Hillary Elizabeth Lavelle

Witness

Amery Boyer
Mayor, Town of Annapolis Royal

Witness

Sandi Millett-Campbell
Chief Administrative Officer
Town of Annapolis Royal

Schedule "A", Subject Property

Registration County: ANNAPOLIS COUNTY

Street/Place Name: DRURY LANE /ANNAPOLIS ROYAL

Title of Plan: PLAN OF S/D OF LOT 76A IN A CONSOLIDATION OF LANDS OF ANDREW JOSEPH LANDON & HILLARY ELIZABETH LAVELLE AT 40 & 46 DRURY LANE ANNAPOLIS ROYAL

Designation of Parcel on Plan: LOT 76A

Registration Number of Plan: 125678848

Registration Date of Plan: 2025-04-11 09:33:18

*** 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: ANNAPOLIS COUNTY

Registration Year: 2025

Plan or Document Number: 125678848

Schedule "B", Application



TOWN OF ANNAPOLIS ROYAL
 285 St. George Street
 PO Box 310
 Annapolis Royal, NS B0S 1A0
 www.annapolisroyal.com

FOR OFFICE USE ONLY Date Application Received 5 FEB 2016
 Fee Paid Receipt # 59078

APPLICATION FOR:

Land Use By-Law Text Amendment	___
Land Use By-Law Map Amendment	___
Municipal Planning Strategy Text Amendment	___
Municipal Planning Strategy Map Amendment	___
Development Agreement	<input checked="" type="checkbox"/>
Development Agreement Amendment	___

1. Applicant is: Registered Owner(s) complete 2
 Agent ___ complete 2 and 3
 Lessee ___ complete 2 and 4, 3 if applicable
 Prospective Owner ___ complete 2 and 4, 3 if applicable
 Other (please specify) _____

2. Name of Applicant(s): Andrew Landon + Hillary Lavelle
 Mailing Address: 46 Drug Lane Postal Code: B0S 1A0
 Telephone (Home): 902-547-2124 (Business): _____
902-616-1411

3. Name of Agent(s): _____ Postal Code: _____
 Mailing Address: _____ (Business): _____
 Telephone (Home): _____

Registered Owner(s) signature(s) authorizing the agent to act on their behalf:

Signature	Print Name	Date
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4. Where the applicant is not the registered owner(s) or an authorized agent acting on behalf of the registered owner(s), written authorization from the registered owner(s) must accompany this application.

ALL APPLICANTS MUST COMPLETE THIS SECTION:

5. Lot Description:

a) Street Address: 46 Drug Lane, Annapolis Royal, NS, B0S 1A0

b) Existing Use: Empty lot adjacent to dwelling (formerly 40 Drug)

c) Water Services: Existing ___ Central System ___ Sand Point
 ___ Proposed ___ Drilled/Artesian ___ Dug Well
 ___ N/A ___ Municipal ___ Private

d) Sewer Services: Existing ___ Municipal ___ Central System
 ___ Proposed ___ On-Site ___ N/A

e) Access: Is there direct access to the lot(s) from an existing public street of highway?
 Yes ___ No: Street name: _____
 Is access provided by a private road?
 ___ Yes No: Street name: _____
 Is access provided by water? ___ Yes No
 Is access provided by a private right of way? ___ Yes No

f) Proposed Development: Construction of 24x36 Carriage House with 800 sq-ft. 1 bedroom for low income housing suite above garage.

g) Other Relevant Information: Requesting variance to rear setback to be set at 4.4m instead of 8.0m as per MPO zoning requirements.

NOTE: A sketch map and a copy of the deed description of the lot(s) may be required to be attached to this application.

DEVELOPMENT AGREEMENT:

6. Applicants applying for a development agreement shall provide additional information regarding:

1. The location of the buildings or structures on the site;
2. Access and egress to and from the site considered in terms of pedestrian/vehicular conflicts and the development of a more pedestrian oriented ambience in the downtown;
3. Parking and loading requirements and standards;
4. Business advertisement and parking area and directional signage;
5. Accessory buildings, accessory structures and accessory uses;
6. Abutting zone requirements, where applicable;
7. Illumination; and
8. A detailed site plan including:
 - a) Property dimensions and area;
 - b) The location, height, setback and dimensions of existing and proposed buildings or structures;
 - c) The location and dimensions of parking and loading spaces, driveways and parking and loading areas;
 - d) Lighting and signage locations, dimensions and illumination; and
 - e) Other applicable details relevant to the development.

PLEASE NOTE

Completed applications can be dropped off at Town Hall - 283 St. George Street, Annapolis Royal, NS.

Mailing address: Town of Annapolis Royal, PO Box 310, Annapolis Royal, NS B0S 1A0.

FEE MUST ACCOMPANY THIS APPLICATION. FOR INFORMATION ON OUR SCHEDULE OF FEES, PLEASE CALL THE PLANNING SERVICES AT 825-4843 OR CONSULT OUR WEBSITE.

7. Legal Declaration:

I, Andrew Joseph van der (applicant's/agent's name) of
46 Drury Lane, Annapolis Royal, NS (Address) do solemnly declare that all
of the statements and attachments are true and accurate

Dated at 46 Drury Lane this 24 day of January, 2026

Applicant's Signature: [Signature]

FOR OFFICE USE ONLY:

8. a) Parcel Identifier Number: 05003447
- b) Map Sheet Reference Number: _____
- c) Area: 12680 sq ft Frontage: 34.35m Depth: 37.54m
- d) Corner Lot: _____ Frontage: 34.35m Street Name: Drury Lane
- e) Current Zoning: RMU
- f) Proposed Zoning: RMU
- g) Site Visit(s) Date: _____

h) Checklist:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Applicant's Signature | <input type="checkbox"/> Agent's Signature |
| <input type="checkbox"/> Agent's Authorization | <input type="checkbox"/> Registered Owner's Authorization |
| <input checked="" type="checkbox"/> Lot Description Information | <input type="checkbox"/> Sketch Map (if required) |
| <input type="checkbox"/> Legal Declaration | <input type="checkbox"/> Deed Description (if required) |
| <input checked="" type="checkbox"/> Site Plan Re. Development Agreement | <input type="checkbox"/> Additional Attachment |
- Comments: _____

Revised - May 2012

46 Drury Development Agreement Request

Dear Council Members,

Thank you for considering our request for the construction of a carriage house on the former lands of 40 Drury Lane in Annapolis Royal. These lands were consolidated with 46 Drury Lane in 2025 following demolition of the derelict structure there.

Our vision is to construct a carriage house garage with an 800 square foot, 1 bedroom unit on the second floor which will be used to provide low-income housing to a member of our community. It is our intention to access funds from the "Secondary & Backyard Suite Incentive Program" as part of this endeavor. The garage area of this structure will be designed for general use, but will have the proper utilities to support a workshop in the future for a small business which would take advantage of the RMU Zoning at this address.

Because this structure will be built between two registered heritage properties it was important to us that the design be consistent with the "Victorian Plain" style of 46 Drury and 36 Drury. I have attached to this request the floor plans of the carriage house, as well as front, rear, and side elevation drawings depicting this style.

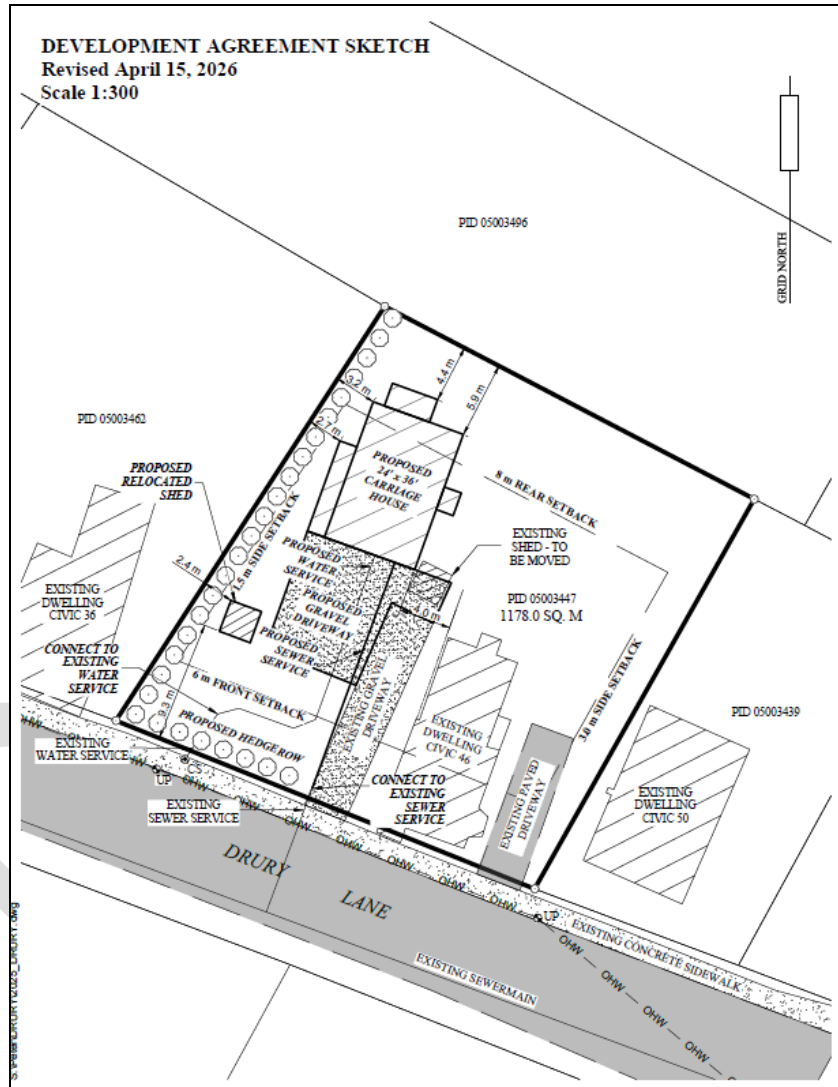
We are also requesting a variance to the minimum rear setback of 8.0 meters as required by the RMU zoning guidelines, and request that this be changed to 4.4 meters for this structure. Our reasons for moving this structure further towards the rear of the property include:

- Increase privacy for the tenant, and residents of 36 Drury and 46 Drury by preventing bedroom windows from directly facing neighbours
- Improves access to carriage house from 46 Drury from rear patio and back yard
- The concrete foundation of the demolished structure at 40 Drury is intact and may interfere with buried utility access if carriage house abides by the 8.0m setback requirement
- Space is needed for tenant parking and driveway turnaround
- Remaining front yard space to be used for recreation, trees, hedging, and garden

Thank you again for considering our request.

Andrew (A.J.) Landon & Hillary Lavelle

Schedule "C", Site Plan



Schedule "D", Building Details

