



PLANNING ADVISORY COMMITTEE MEETING

TUESDAY, DECEMBER 13, 2016

1:00 p.m.

COUNCIL CHAMBERS

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PLANNING ADVISORY COMMITTEE

Meeting, Date and Time	A meeting of the Planning Advisory Committee (PAC) was held on Tuesday, October 4, 2016 at 1:00 p.m. in the Council Chambers of the Municipal Complex, Kentville, NS.
Attending	In Attendance:
PAC Members	Deputy Warden Brian Hirtle – District 4 Councillor Peter Muttart – District 2 Councillor Wayne Atwater – District 5 Councillor Patricia Bishop – District 10 Emile Fournier – Citizen Member Tom Cosman – Citizen Member
Regrets	Bob Smith – Citizen Member
Municipal Staff	Trish Javorek – Manager of Community Development Services Laura Mosher – Supervisor of Planning and Development Services Mark Fredericks – GIS Planner Scott Quinn – Manager of EPW, Lands & Parks Services Cindy Benedict – Recording Secretary
Public	2 Members
Call to Order	Chair Deputy Warden Hirtle called the meeting to order with all Planning Advisory Committee members in attendance with the exception of Councillor Windsor and citizen member Bob Smith.
Approval of the Agenda	On motion of Councillor Atwater and Councillor Bishop, that the agenda be approved as circulated. Councillor Bishop noted that there was a motion of PAC on September 13, 2016 that Item 5 be referred to this meeting; therefore it is no longer a Councillor Item. On motion of Councillor Bishop and Councillor Atwater, that the reference to ‘Councillor’ and ‘Councillor Bishop’ be removed from the heading for Item 5. Motion Carried. The question was called on the motion to approve the agenda as amended. Motion Carried.
Approval of Minutes	On motion of Mr. Fournier and Councillor Atwater, that the minutes of the Planning Advisory Committee meeting held on Tuesday, September 13, 2016 be approved as circulated. Councillor Bishop asked that the second sentence on the discussion pertaining to ‘Parking’ be reworded to reflect the valid concerns that were raised by the residents on Fairbanks Avenue in Greenwich. PAC to discuss whether the concerns, in particular for Fairbanks Avenue in Greenwich, justify a full discussion for the entire County.

On motion of Councillor Bishop and Councillor Muttart, that the minutes be amended to reflect the validity of the residents' concerns.

The question was called on the motion to approve the minutes as amended. Motion Carried.

Application to rezone property at 1499 Bridge Street, Kingston, from R1-B to C4 (File 16-12)

Mark Fredericks presented the application by Robert Clark, Annapolis Valley Home Care Ltd., to rezone property at 1499 Bridge Street, Kingston, from the Residential Single Dwelling (R1-B) Subzone to the Residential Commercial (C4) Zone. The proposal is to accommodate the Annapolis Valley Home Care Ltd.'s administrative offices with an accessory staff training centre in the existing dwelling on the subject property. The Kingston Area Advisory Committee gave a positive recommendation at its meeting on September 28, 2016. The report is attached to the October 4, 2016 Planning Advisory Committee agenda package.

Discussion Points/Comments:

- The use of the 'contiguous' policy is that it shares a boundary and the boundaries of the districts come to the centreline of the road; they do not have to border on one another.
- If a new Land Use Bylaw that would replace the current zoning in this area was not about to be considered, Staff would have considered contacting the owners of the two properties in the middle to be included in the rezoning process. Generally when an individual submits an application only that one specific property is looked at.
- Commercial access permits will be required at the permitting stage.
- This type of commercial business should be encouraged in this area.

On motion of Councillor Atwater and Mr. Fournier, that the Planning Advisory Committee recommends that Municipal Council give First Reading and hold a Public Hearing regarding the proposed rezoning at 1499 Bridge Street, Kingston, from the Residential Single Dwelling (R1-B) Subzone to the Residential Commercial (C4) Zone as described in Appendix C of the report dated September 28, 2016. Motion Carried.

PAC Item for Discussion – Parking

Trish Javorek stated that as discussed at the last PAC meeting, Scott Quinn was invited to be part of the discussion on parking with Fairbanks Avenue in mind with the discussion. Mr. Quinn has prepared a short overview on parking from an engineering perspective.

Scott Quinn provided feedback on the some questions raised regarding parking concerns with Fairbanks Avenue in Greenwich and stated that some items appeared to touch on broader policy issues.

In discussing the design and configuration on Fairbanks, this is currently the only public street owned by the Municipality with this

layout; other developments use a private laneway or driveway. Fairbanks was not intended to permit on-street parking but was meant to support a 'walkable' community concept for the entire development. When the Municipality took over the road no parking was permitted. In response to initial complaints over the parking ban, the ban was modified. Complaints are now being received about the parking.

The Kings 2050 Vision indicates that development that is similar to that on Fairbanks should be encouraged based on the proposed policy language.

With regards to regulatory considerations, the Municipality can add more requirements than the Department of Transportation and Infrastructure Renewal and we have the ability to 'tailor' them, e.g., overnight parking ban is doable if there is a will to follow through.

With regard to the broader issue, PAC and Council need to discuss parking requirements in the near future as current requirements may be excessive.

Other Business

Draft Lakeshore Monitoring Report

In response to an inquiry about the status of the final draft of the Lakeshore Monitoring report, Mark Fredericks commented that it is with the consultant.

Next Meeting Date

Tuesday, December 13, 2016 – 1:00 pm

Adjournment

On motion of Councillor Atwater and Councillor Muttart, there being no further business, the meeting adjourned at 2:02 p.m.

Approved by:

Deputy Warden Brian Hirtle
PAC Chairperson

Cindy L. Benedict
Recording Secretary

Comments from the Public

There were no comments from the public.

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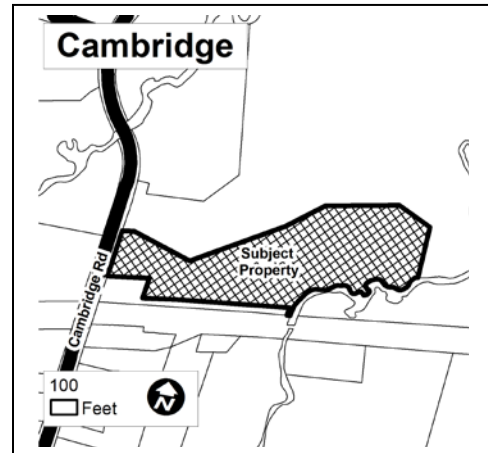
Municipality of the County of Kings
Report to the Planning Advisory Committee

Application: To develop two residential units within a second dwelling at 786/788 Cambridge Road, Cambridge (File 16-11DA)
 Date: December 13, 2016
 Prepared by: Planning and Development Services

Applicant	DTC Holdings Ltd. (Ronald J. Winchester)
Land Owner	DTC Holdings Ltd. (Ronald J. Winchester)
Proposal	To develop two residential units within a second dwelling
Location	786/788 Cambridge Rd, Cambridge (PID 55479943)
Lot Area	6.5 acres
Designation	Country Residential and Natural Environment
Zone	Country Residential (R6) and Environmental Open Space (O1)
Surrounding Uses	Low density residential uses, vacant light industrial, vacant structure
Neighbour Notification	Letters were sent to the 17 owners of property within 500' of the subject property notifying them of the Public Information Meeting.

1. PROPOSAL

DTC Holdings Ltd. has made application for a development agreement which would enable development of two residential units within a second dwelling at 786/788 Cambridge Road, Cambridge (PID 55479943).



2. OPTIONS

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the development agreement as drafted;
- B. Recommend that Council refuse the development agreement as drafted;
- C. Provide alternative direction, such as requesting further information on a specific topic or recommending changes to the draft development agreement.

3. BACKGROUND

Council adopted a Municipal Development Plan and Land Use Bylaw in 1979. At that time the western portion of this lot was designated Country Residential District and zoned Country Residential (R5) while the eastern portion was designated Environmental Open Space and zoned Environmental Open Space (O1) because of the two ponds on the lot and the proximity to the watercourse which bounds the south-eastern portion of the lot. The western portion of the

lot was again designated Country Residential and zoned Country Residential (R6) and the eastern portion was designated Natural Environment and zoned Environmental Open Space (O1) when the 1992 Municipal Planning Strategy was approved.

Council's stated intention for the Country Residential District has consistently been to offer residential development options within a rural atmosphere. Residential development is to be low-density and unserviced and located in areas with agricultural and forestry activities.

The subject lot was created in 2006. DTC Holdings Ltd. has received a development permit for a dwelling containing two residential units on the lot, which is permitted as-of-right. A development agreement is needed for the construction any additional residential units on the lot.

4. INFORMATION

4.1 Site Information

The lot is located on Cambridge Road, immediately outside and to the north of the Cambridge Growth Centre boundary which coincides with the active transportation route or trail located on the former rail line.

Neighbouring properties to the north are also designated Country Residential and zoned Country Residential (R6). Properties immediately south of the abutting trail and within the Cambridge Growth Centre are designated Residential and zoned Residential Single Dwelling (R1) and Light Industrial Commercial (M1).

4.2 Site Visit

A site visit was carried out November 18, 2016. The dwelling for which permits have been issued appears to be nearing completion. The area surrounding the structure appears to have been cleared and seeded, and an area to the south has been cleared and levelled. The application for the proposed additional building shows the building within this cleared area.

4.3 Public Information Meeting

Council's Planning Policy PLAN-09-001 requires a Public Information Meeting (PIM) for all new uses which are to be considered by development agreement. The required Public Information Meeting was held on October 27, 2016 with 14 members of the public in attendance. The main concerns identified were:

- the potential impact of additional units and the required septic fields on the physical environment in the neighbourhood;
- the impact of additional units on neighbourhood wells;
- the impact of rental units on the assessed value of properties in the area;
- the impact of rental units on the neighbourhood as a "neighbourhood";
- the lack of public transit on Cambridge Road; and

- the impact on traffic, particularly the driveway immediately across the road, since residents feel the shoulders of the road are narrow.

The complete notes from the PIM are attached as Appendix A.

4.4 Request for Comments

Comments were requested from the following groups with the results as described below. Material has been included within the draft development agreement to respond to any concerns expressed.

4.4.1 Department of Transportation and Infrastructure Renewal (DTIR)

DTIR has commented that:

The current access to the property passes TIR commercial requirements and is acceptable for this development. The road network is adequate for all traffic involved to and from the site. No traffic study is required nor does TIR have any concerns at this time.

DTIR has also noted that the sight lines have been verified.

A “Work Within Highway RoW permit” has not been issued and will be required at the time of application for a development permit for the additional dwelling.

4.4.2 Municipality of the County of Kings Engineering and Public Works and Lands and Parks (EPWPL)

Municipality of the County of Kings EPWPL commented that:

- the driveway appears adequate for the proposed development and that sight lines should be verified by DTIR;
- the road network is adequate to support the proposal;
- it has no other concerns with traffic generation or access to/ egress from the site
- there are no municipal water services in the area
- due to concerns regarding the watercourses and drainage ways on the property, the development agreement includes a requirement that the applicant submit a drawing showing approximately location(s) of erosion control measures prior to construction
- a satisfactory storm water management plan will be required at the time application is made for development and building permits
- due to possible development constraints on the southern portion of the lot posed by slopes and drainage ways, within the area zoned Environmental Open Space (O1), EPWPL suggest that development in the southern portion be limited and subject to further verification of grades and drainage ways in this area.

The proposed development agreement does not provide for any development within the Environmental Open Space (O1) Zone.

4.4.3 Municipality of the County of Kings Building and Enforcement (B &E)

Municipality of the County of Kings B & E notes that the *“development was last inspected on September 22, 2016 and received a conditional approval/compliance.”*

B & E has no concerns or comments regarding the application.

4.4.4 Municipality of the County of Kings Fire Services

Fire Services has commented that the Fire Chief for the area reports that *“no issues are foreseen with their ability to fight fire, especially with our mutual aid service and fire service equipment.”*

4.4.5 Department of Environment

Department of Environment stated that it was unable to provide comment until a Qualified Person (QP) (an individual who has received a certificate of qualification regarding sewage installation from Nova Scotia Department of Environment) provided an assessment of the property to determine its suitability for supporting an additional on-site system. Upon request to the applicant, a report from a QP regarding the property was received which stated that *“Based on the soil evaluation of the test pit, the site conditions and physical size of the property, this property is suitable to support an additional on-site system for another semi detached dwelling.”*

4.4.6 Development Control

Comments received from the Development Officer have been incorporated into the draft development agreement.

4.4.7 Legal Review

Comments were received from the Municipal Solicitor.

4.4.8 Other Municipal Requirements: Civic Addressing

The Civic Addressing Co-ordinator commented that based on the information and the proposed site plan provided, a named driveway will be required for civic addressing purposes if the development agreement is approved. A property with 3 or more separate residential civic addressable points that share a common access must have a name attached to the access.

This will trigger a civic number change for the existing residential units on the property which are currently addressed off of Cambridge Road.

The present owner was advised of this by the civic addressing co-ordinator when the original civic numbers were issued, as the applicant had indicated that he would be making application for a development agreement for additional units.

5. POLICY REVIEW – DEVELOPMENT AGREEMENTS

5.1 Development Agreements

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the MPS Council identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

A proposal being considered must be measured against only the specific and general criteria for the proposal in the MPS and not any other criteria.

5.2 Land Use By-law

5.2.1 Environmental Open Space (O1) Zone

As earlier noted, a watercourse runs along the south boundary of the eastern portion of the lot, and two ponds are situated within the eastern portion of the lot, which is zoned Environmental Open Space (O1) (Figure 1).

The Land Use By-law restricts permanent structures in the Environmental Open Space (O1) Zone, which is intended to delineate floodplains and areas containing unique ecological or environmental features.

The proposed development is completely within the portion of the lot designated Country Residential and zoned Country Residential (R6); no development is proposed for the Environmental Open Space (O1) Zone.

5.2.2 Country Residential (R6) Zone

The Country Residential (R6) Zone permits only one dwelling containing two residential units per lot “as-of-right”, and as earlier noted, one dwelling is nearing completion on the lot.

Section 5.2 of the Land Use By-law specifies that *“Within Hamlets, Country Residential, Forestry and Agricultural Districts the following shall be permitted by development*

agreement.”... 5.2.22 Clustered residential development including bare-land condominiums in accordance with Municipal Planning Strategy Policy 3.4.2.7.

This policy allows Council to consider the development of additional residential units on the lot.

5.3 Municipal Planning Strategy

Policy 3.4.2.7 of the Municipal Planning Strategy (MPS) enables the consideration of “*proposals for clustered dwellings including bare-land condominiums*” provided the criteria for development are met.

5.3.1 Specific Development Agreement Criteria

The specific criteria for development agreement are established in MPS policy 3.4.2.7 i. (Appendix B). This policy addresses the maximum number of units and the maximum lot coverage which can be considered, limits the provision of municipal services to public streets, and limits the signs which can be considered.

The specific criteria for development agreement have been met. Calculated only on the area of the lot which is zoned Country Residential (R6), the proposed development will be approximately 1.5 units per acre, below the maximum allowed two (2) dwelling units per acre for dwellings containing two residential units. The proposal is also below the maximum allowable lot coverage of 10%: each of the two dwellings is less than 2,000 sq. ft. in footprint and the area of the lot zoned Country Residential (R6) is approximately 117,354 sq.ft. Access to the dwellings will be by means of a private driveway and municipal services will be provided only at Cambridge Road. Following the PIM the applicant agreed to include within the development agreement a requirement for buffering along the property lines abutting existing residential development.

5.3.2 General Development Agreement Criteria

The Municipal Planning Strategy contains a number of general criteria for considering all development agreements (Appendix C). These criteria include the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal’s consistency with the intent of the MPS.

The proposal is in keeping with the intent of the MPS as it is very low density residential development, is not on municipal services, and is located in an area with agricultural and forestry activity. The general development criteria contained in MPS section 6.3.3.1 have been met: private on-site sewer and water systems will need to be provided; the road network is adequate; no appreciable effect on schools, recreation or other community facilities is anticipated; the draft development agreement includes a requirement for erosion and sedimentation controls during construction, and a satisfactory storm water management plan will be required at the time application is made for development and building permits for the additional residential units; the intensification of the present residential use with two additional residential units on a large lot is a minor intensification which is compatible with the uses existing in the area.

The MPS in section 6.3.3.1c. specifies a number of controls a development agreement may put in place in order to reduce potential land use conflicts. The proposed development agreement provides for a maximum of two dwellings each containing a maximum of two residential units on the lot and provides for buffering of the properties to the north and south-west of the subject lot.

6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The draft development agreement (Appendix D) would allow the applicant to utilize the property for two dwellings each containing a maximum of two residential units and would also allow the property owner to use the property for any use permitted by the zoning on the lot.

The main specific content of the proposed development agreement includes:

Draft Development Agreement Location	Content
2.1	use of the property for two dwellings each containing a maximum of two residential units and accessory structures and uses
2.7	limitations on where municipal services are provided to the dwellings
2.2	buffering along portions of the north and south lot lines
3.3	Substantive matters in a development agreement are those that would require the entire process, including a public hearing, in order to change them within the development agreement. In the draft development agreement the only substantive matter is the use allowed on the property

7. CONCLUSION

The proposal and the terms of the draft development agreement are in keeping with the intent of Council's Municipal Planning Strategy.

The proposal is enabled by Council's Country Residential policies and fits within the criteria for those policies.

The proposed development agreement meets all other general development agreement criteria.

As a result, a positive recommendation is being made to the Planning Advisory Committee.

8. STAFF RECOMMENDATION

Staff recommend that the Planning Advisory Committee forward a positive recommendation by passing the following motion.

The Planning Advisory Committee recommends that Municipal Council give Initial Consideration and hold a Public Hearing to consider entering into a development agreement to allow a maximum of two additional residential units within a second dwelling at 786/788 Cambridge Rd, Cambridge (PID 55479943) which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated December 13, 2016.

9. APPENDICES

Appendix A	Public Information Meeting Notes
Appendix B	Specific Development Agreement Criteria
Appendix C	General Development Agreement Criteria
Appendix D	Draft Development Agreement
Figure 1	Zoning Map

APPENDIX A
MUNICIPALITY OF THE COUNTY OF KINGS
PLANNING AND DEVELOPMENT SERVICES
PUBLIC INFORMATION MEETING NOTES

**Planning Application to Allow a Second Semi-detached Dwelling at
786/788 Cambridge Road, Cambridge (File 16-11)**

<i>Meeting, Date and Time</i>	A Public Information Meeting was held on Wednesday, November 9, 2016 at 7:00 p.m. in the Cambridge Community Centre, 5961 Hwy 1, Cambridge,
<i>Attending</i>	In Attendance:
<i>Councillors</i>	Councillor Bob Best – District 6
<i>Planning Staff</i>	Madelyn LeMay – Planner Cindy Benedict – Recording Secretary
<i>Applicant</i>	Ron Winchester
<i>Public</i>	14 Members
<i>Welcome and Introductions</i>	The Chair, Councillor Bob Best, called the meeting to order, introductions were made and the members of the public were welcomed to the meeting. The Public Information Meeting provides an opportunity for the public to express concerns and/or receive clarification on any aspect of the proposal.
<i>Presentation</i>	<p>Madelyn LeMay provided a brief overview of the planning process and the criteria that will be used to evaluate the application from Ron Winchester. The proposal is to enter into a development agreement to allow a second semi-detached dwelling and accessory uses at 786/788 Cambridge Road, Cambridge. No evaluation has been completed and no decisions have been made at this point.</p> <p>During the presentation it was mentioned that it is the Sharps Brook that bounds the eastern portion of the property, not the Cornwallis River. Ms. LeMay commented that she will have Mapping Staff look into this.</p> <p>Following the presentation, the floor was opened for comments from the public to which Madelyn LeMay responded.</p>
<i>Comments from the Public</i>	<p>Jonathan Frenette – Cambridge Road</p> <ul style="list-style-type: none">• Commented that Patrick Frenette wished to have it conveyed that he has no objections to the proposal. <p>Suzanne Waholl – Cambridge Road</p> <ul style="list-style-type: none">• Inquired what the deadline is to submit any questions or concerns that may arise after the meeting tonight.

Response: All concerns raised will be submitted as part of the planning report to the Planning Advisory Committee. The report will be considered at the meeting on December 13, 2016, providing all responses from the other agencies are received. A public hearing will be held before Council gives final consideration to the proposal to provide the public with an opportunity to speak on the proposed development.

- Is concerned about the environment taking into consideration the close proximity of the river, brooks and ponds. How will wells and septic beds affect the environment what with being close to water systems?

Response: Both the Department of Environment and the County Engineering and Public Works, Lands and Parks Services will be asked to comment and provide feedback on the proposal.

- The existing driveway to the current semi-detached dwelling is much wider indicating that there would be more than one dwelling; hearing of a possible third dwelling. What is the intention of these buildings going to be? It is going to be a mini subdivision? Concerned about what is taking place in the middle of an area of mainly single family houses. How will the proposal affect property values?

Ron Winchester commented that the pre-existing driveway was not widened; the culverts were already put in by the Department of Transportation and Public Works.

Response: If a developer puts in infrastructure without meeting the proper criteria, Staff will recommend against the proposal. In terms of assessed values and who lives in a place, these are not planning matters. Planning only deals with the number of units allowed.

- What are the intentions of the development? Is there a possibility that more dwelling units can be placed in the subject area?

Ron Winchester commented that under the current regulations, a third semi-detached dwelling is not permitted.

Response: Under the current regulations, another development agreement process would have to be gone through. The application at this point is for a second semi-detached dwelling.

Beth Langford – Cambridge Road

- You are asking for a second but technically is there room for three or four what with the amount of land that there is?

Ron Winchester commented that he had an environmental study done to check the floodplain and he cannot build at the back part of the lot.

Response: The request that we have before us is for one additional semi-detached dwelling and that is what is being considered. If he wishes to apply for a third he will have to go through the same process and it will again be measured against the criteria.

- Why are there two civic numbers for the one lot?

Response: Each unit is separately given a civic address for emergency purposes.

Don Langford – Cambridge Road

- On the 2 ½ acres you can build two double units per acre so he could conceivably build up to 5 units that are double units.

Response: if it meets all the other criteria and if he had asked for that which he has not. Comments would be required from Environment and all the rest of the organizations to ensure all the criteria are met.

Bill Walsh – Cambridge Road

- As an adjacent landowner, is concerned that a multiple unit can be built where there is no municipal water or sewer.

Response: The Country Residential Zone says very specifically 'unserved'. It has been a long standing policy of Council to have some ability to develop residential neighbourhoods within an agricultural framework.

- He stated that the development fronts on a non-transit road and raised a traffic concern whereby the site lines in either direction from his driveway are compromised as there are not a lot of 60 km drivers. The shoulders of the road are not very wide and he raised a safety concern for pedestrians. There are off road vehicles that access the rail bed to the south and to the west of the subject property.
- Inquired as to how many development proposals, percentage wise, are successful once they get to this stage of the process.

Response: Kings County does not keep track of such statistics.

- Inquired what buffering, landscaping and screening would entail.

Response: These can be required in relationship to a development agreement if seen as being beneficial to a neighbourhood.

Adjournment

There being no further discussion, the Chair thanked those in attendance and adjourned the meeting at 7:35 p.m.

Cindy L. Benedict
Recording Secretary

APPENDIX B
Municipal Planning Strategy Policy 3.4.2.7 i.

Specific Development Agreement Criteria

Policy 3.4.2.7 i.

Council may consider, only by development agreement, in areas zoned Country Residential (R6), proposals for clustered dwellings including bare-land condominiums provided:

<i>(a) the maximum number of dwelling units on the lot does not exceed one (1) dwelling unit per acre for single-unit dwellings and two (2) dwelling units per acre for two-unit dwellings; and</i>	With the additional dwelling units, density will be 0.6 units per acre, which is considerably below the maximum number of units which may be considered.
<i>(b) maximum lot coverage does not exceed 10% of the lot; and</i>	Lot coverage of the buildings will be well under 0.1%
<i>(c) access to individual units may be provided either by public roads or private driveways on the lot; and</i>	Access is to be provided through a private driveway.
<i>(d) the development agreement specifies that municipal services such as school bus pick-up and waste collection will be provided only on a public street at the intersection of the private driveway with the public street and no public services will be provided on the private driveway; and</i>	The development agreement specifies that municipal services are only to be provided on Cambridge Road.
<i>(e) where a development is proposed within a Wellfield Protection Area, a groundwater assessment by a qualified hydrogeologist stating that the proposed use will not interfere with the water supply of existing uses and confirmation that the ground water supply is adequate to serve the development may be requested by staff; and</i>	The proposed development is not within a Wellfield Protection Area.
<i>(f) one ground sign identifying the development, with the maximum sign size as established in the Land Use Bylaw for a “Subdivision Sign” may be permitted for each frontage on a public street; and</i>	A sign has not been requested; no ability to have a sign is included within the draft development agreement.
<i>(g) development is in accordance with policy 6.3.3.</i>	See Appendix C, following.

APPENDIX C

Municipal Planning Strategy Policy 6.3.3.1

General Development Agreement Criteria

A Development Agreement shall not require an amendment to the Land Use Bylaw but shall be binding upon the property until the agreement or part thereof is discharged by the Municipality. In considering Development Agreements under the Municipal Government Act, in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:

Criteria	Comments
<i>a. the proposal is in keeping with the intent of the Municipal Planning Strategy, including the intent of any Secondary Planning Strategy</i>	<p>The proposal is in keeping with the intent of the MPS as discussed in part 5 of this report.</p> <p>There is no Secondary Planning Strategy in this area.</p>
<i>b. that the proposal is not premature or inappropriate by reason of:</i>	
<i>i. the financial capability of the Municipality to absorb any costs related to the development of the subject site</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. the adequacy of municipal sewer and water services if services are to be provided. Alternatively, the adequacy of the physical site conditions for private on-site sewer and water systems</i>	A letter has been received from a QP stating that <i>“Based on the soil evaluation of the test pit, the site conditions and physical size of the property, this property is suitable to support an additional on-site system for another semi detached dwelling.”</i>
<i>iii. the potential for creating, or contributing to, a pollution problem including the contamination of watercourses or the creation of erosion or sedimentation during construction</i>	<p>EPWPL notes: <i>The property’s southern boundary appears to abut a brook and several drainageways...; much of this area is located within the Environmental Open Space (O1) zone. Some however, straddle the south property boundary from the edge of the O1 zone almost to boundary with 776 Cambridge Road. ...the Applicant is required under the Environment Act to follow Nova Scotia Environment’s Erosion Control guidelines during construction. This can be mitigated so long as the Applicant implements the appropriate controls and work to minimize the areas disturbed during construction.</i></p> <p>The draft development agreement includes a requirement for erosion and sedimentation</p>

	controls during construction, and a satisfactory storm water management plan will be required at the time application is made for development and building permits.
iv. <i>the adequacy of storm drainage and the effect of same on adjacent uses</i>	The lot does not raise any immediate concern regarding storm drainage since all of the proposed development is outside the Environmental Open Space (O1) Zone. The draft development agreement requires the applicant to provide Engineering and Public Works with a drainage plan at the time permits are requested.
v. <i>the adequacy of street or road networks in, adjacent to, and leading to, the development</i>	EPWPL has commented that <i>“the road network seems adequate. We are not aware of any existing traffic complaints or any conditions in the area that would limit the road network’s ability to support this Application”</i> DTIR has noted <i>“that the current access to the property passes TIR commercial requirements and is acceptable for this development. The road network is adequate for all traffic involved to and from the site. No traffic study is required nor does TIR have any concerns at this time”</i>
vi. <i>the adequacy, capacity and proximity of schools, recreation and other community facilities</i>	The addition of two residential units will have no appreciable effect on schools, recreation or other community facilities.
vii. <i>adequacy of municipal fire protection services and equipment</i>	Fire Services notes that <i>“No issues are foreseen with their ability to fight fire, especially with our mutual aid service and fire service equipment.”</i>
viii. <i>creating extensive intervening parcels of vacant land between the existing developed lands and the proposed site, or a scattered or ribbon development pattern as opposed to compact development</i>	The proposed dwelling will be on the same lot as a dwelling containing two units now nearing completion. The lot immediately to the north has a single-unit dwelling on it, as does the lot to the south-west. The proposal increases the compactness of development in the area.
ix. <i>the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps or bogs</i>	The area for which development is proposed is suitable for development, and staff are not aware of any soil or geological conditions in the area that would have a negative impact on development.
x. <i>traffic generation, access to and egress from the site, and parking</i>	EPWLP has commented that <i>“the existing driveway appears adequate”</i> and that <i>“Some of the existing trees may need trimming or removal if sightlines are impaired”</i> ; EPW would <i>“defer to DTIR’s determination on this item”</i> .

	<p>A Traffic Information Study has not been requested.</p> <p>DTIR has no concerns regarding traffic generation, the sight lines have been verified, and the draft development agreement requires access permits from DTIR.</p> <p>Parking can be accommodated on-site and is required by the draft development agreement.</p>
<p><i>xi. compatibility with adjacent uses</i></p>	<p>The lot is already developed with a residential use. All nearby uses to the north are residential and those to the south are separated by both a single-unit residential use and the former rail line which is now developed as a trail.</p> <p>The development of the lot with two (2) residential units is permitted as-of-right in the LUB; the intensification of the use with two additional residential units on a large lot is a minor intensification contemplated in both the LUB and MPS.</p>
<p><i>c. the Development Agreement may specify that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i></p>	
<p><i>i. the type of use</i></p>	<p>The draft development agreement specifies the use permitted.</p>
<p><i>ii. the location and positioning of outlets for air, water and noise within the context of the Land Use Bylaw</i></p>	<p>No special requirements are necessary.</p>
<p><i>iii. the height, bulk and lot coverage of any proposed buildings or structures</i></p>	<p>The maximum height, footprint and lot coverage are specified within the draft development agreement.</p>
<p><i>iv. traffic generation</i></p>	<p>As noted above, the draft development agreement requires the owner to obtain access permits from DTIR.</p>
<p><i>v. access to and egress from the site and the distance of these from street intersections</i></p>	<p>DTIR has no concerns with the existing access which will be used for all dwelling units located on the lot. The draft development agreement specifies the driveway location must be satisfactory to DTIR.</p>

<p><i>vi. availability, accessibility of on-site parking</i></p>	<p>As with similar residential uses, one (1) parking space is required for each dwelling unit.</p>
<p><i>vii. outdoor storage and/or display</i></p>	<p>No provision has been made for outdoor storage or display; only that which would be allowed by the underlying zone will be permitted.</p>
<p><i>viii. signs and lighting</i></p>	<p>As noted earlier, the applicant has not requested the ability to have a sign. As a result, signs are not included within the draft development agreement.</p>
<p><i>ix. the hours of operation</i></p>	<p>Hours of operation are not regulated as this is a residential use.</p>
<p><i>x. maintenance of the development</i></p>	<p>Requirements for maintenance are included in s.2.2 of the draft development agreement.</p>
<p><i>xi. buffering, landscaping, screening and access control</i></p>	<p>Following the PIM, the applicant agreed to include a requirement for a buffer within the draft development agreement (s. 2.2).</p>
<p><i>xii. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps, or bogs</i></p>	<p>A portion of the lot is both designated and zoned Environmental Open Space (O1) and no development is proposed for within this area. Due to possible development constraints on the southern portion of the lot posed by slopes and drainage ways, within the area zoned Environmental Open Space (O1), EPWPL suggest that development in the southern portion be limited and subject to further verification of grades and drainage ways in this area.</p>
<p><i>xiii. the terms of the agreement provide for the discharge of the agreement or parts thereof upon the successful fulfillment of its terms</i></p>	<p>Part 3 of the draft development agreement provides for the discharge of the agreement.</p>
<p><i>xiv. appropriate phasing and stage by stage control</i></p>	<p>Staging has neither been requested nor provided for within the draft development agreement.</p>
<p><i>d. performance bonding or security shall be included in the agreement if deemed necessary by Council to ensure that components of the development such as, but not limited to, road construction or maintenance, landscaping or the development of amenity areas, are completed in a timely manner</i></p>	<p>Bonding is not required for this proposal.</p>

APPENDIX D

THIS DEVELOPMENT AGREEMENT made this _____ day of _____, A.D.

BETWEEN:

RONALD J. WINCHESTER OF DTC HOLDINGS LTD. of 55 Ronald Avenue, Cambridge, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings 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 known as 786/788 Cambridge Rd, Cambridge and Property Identification (PID) Number 55479943; and

WHEREAS the Property Owner wishes to use the Property for a maximum of four residential units within two dwellings; and

WHEREAS a portion of the Property is situated within an area designated Country Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Country Residential (R6) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 6.3.2.1 and policy 3.4.2.7 of the Municipal Planning Strategy and section 5.2.22 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 County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on (DATE), 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 CONTEXT

1.1 Schedules

The following attached schedules shall form part of this agreement:

Schedule A	Property Description
Schedule B	Site Plan

1.2 Municipal Planning Strategy and Land Use Bylaw

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on September 5, 1995, as amended, or successor bylaws.

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Municipal Engineer* means an Engineer who is licensed to practice in Nova Scotia and is appointed by the Municipality and includes a person acting under the supervision and direction of the Municipal Engineer.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that the Property shall be limited to the following uses:

- (a) those uses permitted by the underlying zoning in the Land Use Bylaw; and
- (b) a maximum of four residential units within two dwellings.

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 Appearance of Property

- (a) the Property Owner shall at all times maintain all structures and services on the Property in good repair and in a useable state.
- (b) the dwellings shall be located approximately as shown on the Site Plan (Schedule B).
- (c) the Property Owner shall maintain the existing vegetation or plant and maintain buffer areas along the south property line of the subject property where it abuts the area of the neighbouring property containing residential development and along a portion of the north property line where it abuts the area of the neighbouring property containing residential development approximately as shown on the Site Plan (Schedule B) which meet the following requirements:
 - (i) the buffer area shall be planted with trees in a minimum of two parallel rows, spaced alternately at a maximum interval of ten feet (10') on centre over the length of the entire buffer;
 - (ii) each tree shall have an initial minimum height of 4 feet (4') and be capable of growing to a minimum height of 10 feet (10');
 - (iii) a minimum of 50% of the trees shall be evergreen trees; and
 - (iv) the plantings within the buffer shall be completed within one year of the occupancy permit being granted for any residential units on the lot in addition to those permitted as-of-right.

2.3 Subdivision

Any subdivision of the Property shall comply with the requirements of the Subdivision Bylaw and the underlying zone of the Land Use Bylaw.

2.4 Parking

A minimum of one parking space shall be provided for each residential unit.

2.5 Driveway Access

- (a) Driveway access to and from the Property shall be approved by the Nova Scotia Department of Transportation and Infrastructure Renewal prior to any development permit for additional residential units being issued.
- (b) The Property Owner is responsible for complying with the National Building Code of Canada Part 3, Fire Truck Access Routes.

- (c) The Property Owner is and shall remain responsible for the maintenance, upkeep and snow removal of the private driveway on the property including associated costs.

2.6 Exterior Lighting

Any exterior lighting located on the lot shall be directed away from neighbouring properties and the public street.

2.7 Waste Collection

The Property Owner shall make provision for municipal waste collection for the Property at the intersection of the private driveway and Cambridge Road, as shown on the Site Plan (Schedule B).

2.8 Water and Sewer Services

- (a) The Property Owner shall install and maintain on the Property septic systems approved by Nova Scotia Department of Environment that accommodate all permitted residential units.
- (b) The Property Owner shall be responsible for providing adequate water services to the standards of the authority having jurisdiction and at the Property Owner's expense.

2.9 Drainage

Prior to permits being issued for the two additional residential units, the Property Owner shall submit:

- (a) a storm water management plan; and
- (b) an erosion control plan consistent with the Nova Scotia Department of Labour Erosion and Sedimentation Control Handbook

which are satisfactory to the Municipal Engineer.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Property Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement *Use*, unless a new agreement is entered into with the Municipality or this agreement is amended.
- 3.2** Any matters in this agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the

changes do not significantly alter the intended effect of these aspects of this agreement.

3.3 The following matters are substantive matters:

(a) the uses permitted on the property as listed in Section 2.1 *Use of this agreement*.

3.4 Upon conveyance of land by the Property Owner to either:

(a) the road authority for the purpose of creating or expanding a public street over the Property; or

(b) the Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office, but this Agreement shall remain in full force and effect for all remaining portions of the Property.

3.5 Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use may be commenced on the Property until the Municipality has issued any development permits, building permits and/or occupancy permits that may be required.

4.2 Drawings to be Provided

When an engineered design is required for any portion of the development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

4.3 Completion and Expiry Date

- (a) The Property Owner shall sign this agreement within 60 calendar days of 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 or the unexecuted agreement shall be null and void.
- (b) The Property Owner shall complete construction of the third and fourth residential units within two (2) years of this agreement being recorded at the Land Registry Office.

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, by-laws 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 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 the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and has full authority to enter this Development Agreement.

5.4 Costs

The Property Owner is responsible for all costs associated with recording this agreement in the Land Registration Office.

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 neutral 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.

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

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Witness

Tom MacEwan, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

DTC HOLDINGS LTD

Witness

RONALD J. WINCHESTER, President

SCHEDULE A

PROPERTY DESCRIPTION

Taken From Property Online November 9, 2016

Place Name: CAMBRIDGE ROAD CAMBRIDGE

Municipality/County: MUNICIPALITY OF THE COUNTY OF KINGS/KINGS COUNTY

Designation of Parcel on Plan: LOT 2

Title of Plan: PLAN OF SUBDIVISION SHOWING LOT 2 & LOT 3 SUBDIVISION OF
LANDS OF THE ESTATE OF CAROLINA G SAWLER CAMBRIDGE ROAD
CAMBRIDGE KINGS COUNTY NOVA SCOTIA

Registration County: KINGS COUNTY

Registration Number of Plan: 84243774

Registration Date of Plan: 2006-02-01 15:04:04

SCHEDULE B SITE PLAN

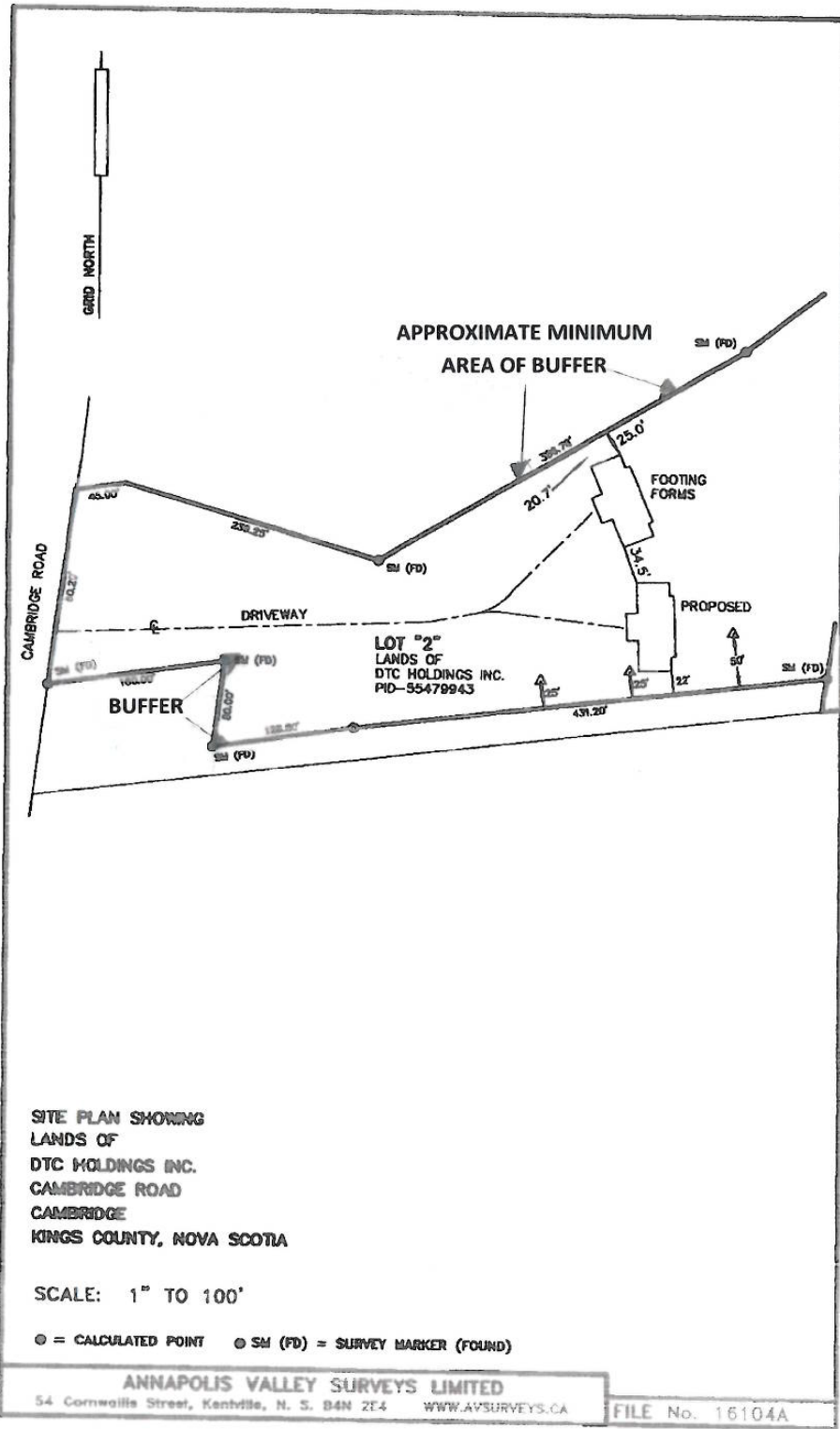
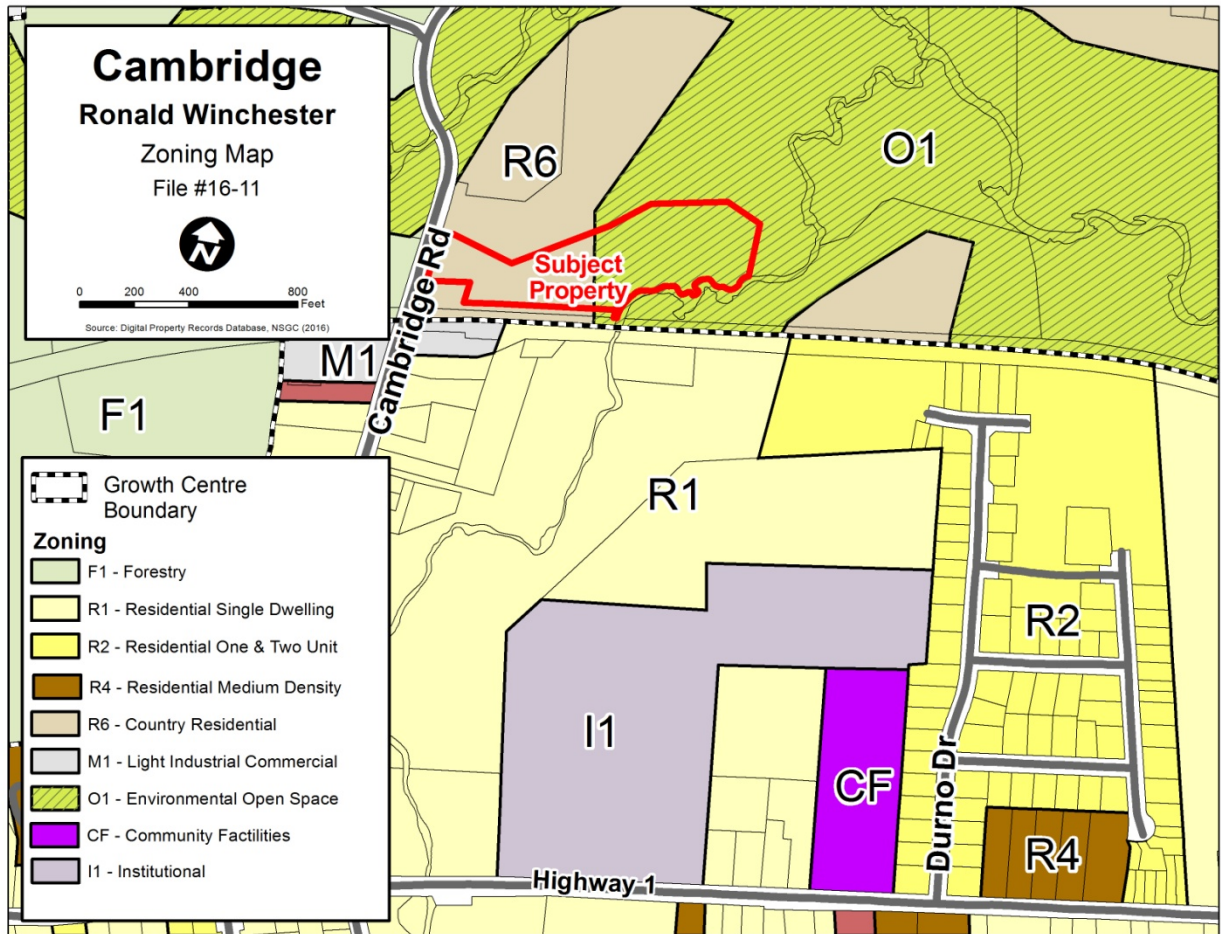


FIGURE 1



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Municipality of the County of Kings
Report to the Planning Advisory Committee

Application: to expand the existing building to accommodate an addition to the existing restaurant and enclose an entry to one of the existing residential units (File #16-15)
 Date: December 13, 2016
 Prepared by: Planning and Development Services

Applicant	Mr. Brian Hebb, Farmer’s Family Diner
Land Owner	Mr. Brian Hebb
Proposal	Expansion of the existing building to accommodate an addition to the existing restaurant and to enclose an entry to one of the existing residential units
Location	1256 Ward Road, Millville (PID # 55332654)
Lot Area	4.25 acres
Designation	Agricultural District and Tourist Destination Area
Zone	Agricultural (A1)
Surrounding Uses	Residential and agricultural
Neighbour Notification	Seven (7) owners of property within 500’ of the subject property have been notified that an application has been received; these owners will also be notified of any public hearing.

1. PROPOSAL

Mr. Brian Hebb has applied to construct an approximately 14.5’ by 32’ addition to his commercial (restaurant) use and to add an approximately 9’ by 19’ enclosed entry for one of the existing residential units, all within one addition to the existing structure.

2. OPTIONS

- In response to the application, the Planning Advisory Committee may:
- A. Recommend that Council approve the development agreement as drafted;
 - B. Recommend that Council refuse the development agreement as drafted;
 - C. Provide alternative direction, such as requesting further information on a specific topic or recommending changes to the draft development agreement.

3. BACKGROUND

The property is designated Agricultural and zoned Agricultural (A1) as are the neighbouring properties on the south side of the road. On the north side of Ward Road, the properties in this area are designated Country Residential and zoned Country Residential (R6). The lot lies just outside the hamlet of Millville but is within the Millville General Service Area of the Nova Scotia Civic Address File.

The existing restaurant and residential units were developed under a development agreement approved by Council May 16, 1995 and recorded at the Registry of Deeds June 27, 1995 and have operated continuously since that time. Due to the volume of business in the summer months, Mr. Hebb wishes to add a 32-seat sunroom addition to the restaurant. He also wishes to add an enclosed entry directly from the sunroom area for one of the existing residential units for ease of winter access.

Since the development agreement has been in place for a considerable time and the basic contents and format used for development agreements have changed over time, the recommendation will include the replacement of the entire agreement rather than an amending document.

4. INFORMATION

4.1 Site Information

The property is located on Ward Road, just outside the hamlet of Millville in an area which is primarily residential and agricultural. It is within and forms part of the Tourist Destination Area surrounding the Oaklawn Zoo.

4.2 Site Visit

A site visit was carried out by a planner and development officer on Wednesday October 26, 2016; a second site visit was carried out by a planner November 18, 2016. On October 26, 2016, Mr. Hebb provided information regarding the present and proposed structures and a tour of the restaurant and proposed addition.

4.3 Public Information Meeting

Under Council's Planning Policy PLAN 09-001, a Public Information Meeting (PIM) is held for development agreement applications that are considered to be either a new use or the expansion of an existing use by more than 50 per cent of its footprint. Since the proposal from Mr. Hebb is an expansion to an existing use of less than 50 per cent of the footprint, a PIM was not held.

4.4 Request for Comments

Comments were requested from the following groups with the results as described below and in Appendices A and B. Material has been included within the draft development agreement to respond to any concerns expressed.

4.4.1 Department of Transportation and Infrastructure Renewal (DTIR)

DTIR has commented that:

The current access to the property passes TIR commercial requirements and is acceptable for this development. The road network is adequate for all traffic involved to and from the site. No traffic study is required nor does TIR have any concerns at this time.

DTIR has also noted that the sight lines have been verified.

4.4.2 Municipality of the County of Kings Engineering and Public Works (EPWPL)

Municipality of the County of Kings EPWPL has commented that:

- the driveway appears adequate for the proposed development; sight lines should be verified by DTIR;
- the road network is adequate to support the proposal;
- it has no other concerns with traffic generation or access to and egress from the site;
- it has no concerns regarding municipal services, storm drainage or the suitability of the site for the proposal

4.4.3 Municipality of the County of Kings Building and Enforcement (B& E)

Municipality of the County of Kings B & E has noted that the addition has not received permits and is not in compliance with the Building Code Act, but *“if the agreement moves forward and is approved, permits can then be issued with the appropriate inspections conducted to gain Code compliance.”*

4.4.4 Municipality of the County of Kings Fire Services

Municipality of the County of Kings Fire Services has commented that the Fire Chief for the area reports that *“no issues are foreseen with their ability to fight fire, especially with our mutual aid service and fire service equipment.”*

4.4.5 Department of Environment (NSDOE)

NSDOE notes that it *“has no comment to provide with respect to proposed developments. The owners would be required to ensure they are able to obtain sufficient water and treat effluents based on their requirements for operation.”*

4.4.6 Development Control

Comments received from the Development Officer have been incorporated into the draft development agreement.

4.4.7 Legal Review

Comments were received from the Municipal Solicitor.

5. POLICY REVIEW – DEVELOPMENT AGREEMENTS

5.1 Development Agreements

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed, permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use Bylaw (LUB) and the Municipal Planning Strategy (MPS) must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the MPS Council identifies both specific and general criteria which must be considered when making decisions regarding a development agreement.

A proposal being considered must be measured against only the specific and general criteria for the proposal in the MPS and not any other criteria.

5.2 Land Use By-law

Neither restaurants nor residential units within a commercial building are a listed permitted use in the Agricultural (A1) Zone. However, Part 5 of the LUB, *Uses Permitted by Development Agreement*, in section 5.4 states that: *“The following tourist commercial uses shall be permitted: ... 5.4.2 Tourism oriented commercial uses in areas designated as Tourist Destination Areas as provided for in Policy 4.4.8 of the Municipal Planning Strategy.”* In addition, section 5.4.2.1 of the LUB notes that this area is a *“Tourist Destination Area”*: *“The Oaklawn Farm Zoo and surrounding lands is designated as a Tourist Destination Area in accordance with the provisions of Section 4.4.8.6, and Map 15 (Future Land Use Map) of the Municipal Planning Strategy. This includes all properties fronting onto Ward Road, between the boundary of the hamlet of Millville to the east, and Palmer Road to the west.”*

5.3 Municipal Planning Strategy

Subsection 4.4.8.6.1 of the MPS establishes this area as a Tourist Destination Area: *“a. the Oaklawn Farm Zoo and surrounding area. This Tourist Destination Area shall include all properties fronting onto Ward Road, between the boundary of the hamlet of Millville to the east, and Palmer Road to the west. The general location is noted by a shaded circle containing the letters TDA1 on Map 15, the Future Land Use Map.”*

Section 4.4.8.7 of the MPS notes that *“Council may consider proposals for tourist related commercial uses in areas designated as Tourist Destination Areas.”*

5.3.1 Specific Development Agreement Policies

Section 4.4.8.7 of the MPS also provides the specific criteria which are considered in detail in Appendix A. The proposal meets the specific criteria as it is for an expansion of a

tourist-oriented use and the residential units provide support for the existing use; the proposed use is an addition to a structure earlier deemed to be compatible with the surrounding landscape; the expansion is very limited in scale; no changes to the lot or landscaping are proposed and the applicant will need to ensure that the requirements of the Department of Environment are met at the time of application for permits for the expansion.

5.3.2 General Development Agreement Policies

Municipal Planning Strategy section 6.3.3.1 contains the criteria for use when considering all development agreements (Appendix B). These consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy. The proposal is consistent with the intent of the MPS as it provides for enlargement of a tourist-oriented facility which caters to the general public within a Tourist Destination Area. There are no associated Municipal costs; the applicant will need to meet the requirements of Department of Environment at the time he applies for permits for the expansion; no pollution problem is anticipated; roads, access and parking are adequate and the use appears to be compatible with adjacent uses.

Municipal Planning Strategy subsection 6.3.3.1 (c) specifies a number of controls a development agreement may put in place in order to reduce potential land use conflicts. The proposed development agreement clarifies the requirements placed on the development by the earlier development agreement and regulates the size of the addition without placing further restrictions on the developer.

6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The majority of the development agreement is a replacement of that now in place. The existing agreement is now 20 years old and the form of development agreements has changed somewhat.

The main components of the draft development agreement are:

Draft Development Agreement	Content
Location	
2.1	use of the property as a restaurant and two residential units
2.2	location and appearance of the main building
2.3	the amount of parking and location of the parking area
2.4	the number and size of signs
2.8	the responsibility of the owner to provide water and on-site sewer services.

3 Substantive matters in a development agreement are those that would require the entire process, including a public hearing, in order to change them within the development agreement.

In the draft development agreement the only substantive matter is the use allowed on the property.

7. CONCLUSION

The proposed expansion of the restaurant use within a Tourist Destination Area supports the policies of Council regarding tourist destination areas expressed in the Municipal Planning Strategy, and as a result, staff is giving a positive recommendation.

8. STAFF RECOMMENDATION

Staff recommends that the Planning Advisory Committee forward a positive recommendation by passing the following motion:

The Planning Advisory Committee recommends that Municipal Council give Initial Consideration and hold a Public Hearing to discharge the development agreement dated June 26, 1995 between the Municipality of the County of Kings and Brian Hebb recorded at the Registry of Deeds at Kentville, Nova Scotia on June 27, 1995 in Book 1021 at pages 170-181 as document #4661, and to consider entering into the development agreement to allow an addition to the existing building to accommodate an expansion to the restaurant and an enclosed entry to one of the residential units at 1256 Ward Road, Millville which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated December 13, 2016.

9. APPENDICES

Appendix A	Specific Development Agreement Criteria
Appendix B	General Development Agreement Criteria
Appendix C	Present Development Agreement
Appendix D	Proposed Development Agreement

APPENDIX A
Municipal Planning Strategy Policy 4.4.8.7
Specific Development Agreement Criteria

4.4.8.7 Council may consider proposals for tourist related commercial uses in areas designated as Tourist Destination Areas subject to the owner entering a Development Agreement with Council under the provisions of the Municipal Government Act. In considering a Development Agreement, Council shall have regard to the following:

<i>a.the range of uses is limited to those oriented to Tourists and may include, but not be limited to, food, lodging, arts, museums and crafts</i>	The proposed use is an expansion of the existing restaurant and residential uses which support the restaurant.
<i>b.uses must be housed in structures which are architecturally compatible with the surrounding landscape and specifically involve pitched or similar roof design, natural, wood, stone or brick exterior cladding materials.</i>	The proposed addition is architecturally compatible with the existing building.
<i>c.the proposal must be relatively limited in scale so as not to substantially alter the landscape or result in strip commercial development</i>	The proposed restaurant addition is limited in scale at approximately 650 sq. ft. in area; the existing restaurant is approximately 1,800 sq. ft. in area. The proposed addition is approximately 36 per cent of the size of the existing restaurant. As it is part of the existing business it will not contribute to strip commercial development.
<i>d.proposed landscaping must be sensitive to the site characteristics and surrounding area</i>	No changes are proposed to the landscaping required by the present development agreement.
<i>e.the site must be suitable for the proposed use in terms of steepness of grades, soil and geological conditions; or location relative to watercourses, marshes, swamps and bogs</i>	EPWPL notes that it anticipates “minimal impacts at this time since that the proposed expansion simply encloses the existing patio”
<i>f.the site must be capable of accommodating on site sewage disposal system and water supply where central services are not available</i>	NS DOE has noted that it “has no comment to provide with respect to proposed developments. The owners would be required to ensure they are able to obtain sufficient water and treat effluents based on their requirements for operation.”
<i>g.the proposal must meet all other pertinent policies of this Strategy, including those applicable to Development Agreements in Part 6</i>	See Appendix B, following.

APPENDIX B
Municipal Planning Strategy Policy 6.3.3.1
General Development Agreement Criteria

Policy 6.3.3.1

A Development Agreement shall not require an amendment to the Land Use Bylaw but shall be binding upon the property until the agreement or part thereof is discharged by the Municipality. In considering Development Agreements under the Municipal Government Act, in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:

Criteria	Comments
<p><i>a. the proposal is in keeping with the intent of the Municipal Planning Strategy, including the intent of any Secondary Planning Strategy</i></p>	<p><i>The proposal is in keeping with the intent of the Municipal Planning Strategy: it is an addition to a tourism-oriented commercial use in an area designated as a “Tourist Destination Area”, as discussed in part 5 of this report.</i></p> <p><i>There is no Secondary Planning Strategy in this area.</i></p>
<p><i>b. that the proposal is not premature or inappropriate by reason of:</i></p>	
<p><i>i. the financial capability of the Municipality to absorb any costs related to the development of the subject site</i></p>	<p><i>The proposal does not involve any development costs to the Municipality.</i></p>
<p><i>ii. the adequacy of municipal sewer and water services if services are to be provided. Alternatively, the adequacy of the physical site conditions for private on-site sewer and water systems</i></p>	<p><i>The existing use utilises private on-site sewer and water systems; Department of Environment has commented that the “owners would be required to ensure they are able to obtain sufficient water and treat effluents based on their requirements for operation.” This would be done at the time application is made for development and building permits.</i></p>
<p><i>iii. the potential for creating, or contributing to, a pollution problem including the contamination of watercourses or the creation of erosion or sedimentation during construction</i></p>	<p><i>EPWPL expects “minimal impacts at this time since that the proposed expansion simply encloses the existing patio”.</i></p>
<p><i>iv. the adequacy of storm drainage and the effect of same on adjacent uses</i></p>	<p><i>EPWPL expects “no change in storm drainage conditions at this time. The existing patio is already an “impervious” surface for drainage considerations and the proposed expansion is not expanding this footprint”</i></p>
<p><i>v. the adequacy of street or road networks in, adjacent to, and leading to, the development</i></p>	<p><i>EPWPL has commented that “the road network seems adequate. We are not aware of any existing traffic complaints or any conditions in the area that would limit the road network’s ability to support this Application”</i></p>

vi. <i>the adequacy, capacity and proximity of schools, recreation and other community facilities</i>	This is not applicable as this is a commercial use.
vii. <i>adequacy of municipal fire protection services and equipment</i>	Fire Services has commented that “no issues are foreseen with their ability to fight fire, especially with our mutual aid service and fire service equipment.”
viii. <i>creating extensive intervening parcels of vacant land between the existing developed lands and the proposed site, or a scattered or ribbon development pattern as opposed to compact development</i>	Since the proposal is for an addition to an existing commercial use, this criterion is not applicable.
ix. <i>the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps or bogs</i>	EPWPL notes that “the site appears suitable for the proposed development”.
x. <i>traffic generation, access to and egress from the site, and parking</i>	EPWPL has commented that “the existing driveway appears adequate for two semi-detached homes” and that “Some of the existing trees may need trimming or removal if sightlines are impaired”; EPWPL would “defer to DTIR’s determination on this item”. A Traffic Information Study has not been requested.
xi. <i>compatibility with adjacent uses</i>	Since this is an addition to a commercial use which has been in operation since 1995, with no conflicts having been reported during this period, no conflicts are anticipated.
c. <i>the Development Agreement may specify that controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</i>	
i. <i>the type of use</i>	The draft development agreement specifies the uses permitted.
ii. <i>the location and positioning of outlets for air, water and noise within the context of the Land Use Bylaw</i>	No special requirements are necessary.
iii. <i>the height, bulk and lot coverage of any proposed buildings or structures</i>	The size and location of the addition is specified within the agreement.
iv. <i>traffic generation</i>	Please see 6.3.3.1 v., above.
v. <i>access to and egress from the site and the distance of these from street intersections</i>	Please see 6.3.3.1 v., above.
vi. <i>availability, accessibility of on-site parking</i>	No changes are proposed from the original site plan which forms part of the proposed agreement.

<p><i>vii. outdoor storage and/or display</i></p>	<p>The existing and proposed agreements each contain a clause that “outdoor” storage be in a structure or screened from public view.</p>
<p><i>viii. signs and lighting</i></p>	<p>The material regarding signs has been expanded to accommodate the existing signs, allow for one proposed sign and establish reasonable limits on size.</p>
<p><i>ix. the hours of operation</i></p>	<p>Hours of operation are not regulated as they were not regulated within the original draft development agreement and concerns have not been expressed about the hours of operation.</p>
<p><i>x. maintenance of the development</i></p>	<p>The draft development agreement requires reasonable maintenance of the development.</p>
<p><i>xi. buffering, landscaping, screening and access control</i></p>	<p>The existing and proposed agreement each contain clauses regarding location of the driveway and general upkeep of the property; no requirements for buffering are included in either development agreement.</p>
<p><i>xii. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps, or bogs</i></p>	<p>Since the lot does not appear to contain any site conditions that would have an impact on development, no special requirements are needed.</p>
<p><i>xiii. the terms of the agreement provide for the discharge of the agreement or parts thereof upon the successful fulfillment of its terms</i></p>	<p>The draft development agreement provides for discharge of the agreement.</p>
<p><i>xiv. appropriate phasing and stage by stage control</i></p>	<p>Phasing is not needed and has not been requested or included within the draft development agreement.</p>
<p><i>d. performance bonding or security shall be included in the agreement if deemed necessary by Council to ensure that components of the development such as, but not limited to, road construction or maintenance, landscaping or the development of amenity areas, are completed in a timely manner</i></p>	<p>No performance bonding or security is needed.</p>

APPENDIX C
MUNICIPALITY OF THE COUNTY OF KINGS

04661

JUN 27 1995

"BE IT RESOLVED that the Municipality of the County of Kings enter into the attached Development Agreement with Brian Hebb and Elizabeth Hebb to provide for a full service restaurant, a craft shop and farm vacation apartments in an area designated as a Tourist Destination Point in the Agricultural District south of Aylesford under the provisions of the Planning Act and the Kings County Municipal Planning Strategy."

Province of Nova Scotia
County of Kings

I hereby certify that the within instrument was recorded in the Registry of Deeds Office at Kentville in the County of Kings, N. S., at 9:20'clock A.M., on the 27 day of June A.D., 1995 in Book No. 1021 at Pages 170-181 as Document Number 4661

Irene Hawkins
Registrar of Deeds for the Registration District of Kings County.

THIS IS TO CERTIFY that the foregoing was considered and passed by a majority vote of those Councillors present when the vote was taken at the annual session held on the 16th day of May, A.D., 1995 in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hand of the Warden and the Municipal Clerk and under the corporate seal of the Municipality this 16 day of May, 1995.

Charles E. Fraser
Charles E. Fraser, Warden

R. G. Ramsay
R. G. Ramsay, Municipal Clerk

THIS AGREEMENT made this 21st day of June, 1995.

BETWEEN:

BRIAN HEBB AND ELIZABETH HEBB, County of Kings,
Province of Nova Scotia (hereinafter called the "DEVELOPER"),

OF THE FIRST PART

- and -

THE MUNICIPALITY OF THE COUNTY OF KINGS, a body
corporate pursuant to the Municipal Act, R.S.N.S., 1989, Chapter 295,
having its chief place of business at Kentville, in the County of Kings,
Province of Nova Scotia (hereinafter called the "MUNICIPALITY"),

- OF THE SECOND PART

WHEREAS the Developer is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule "C" attached hereto, and wishes to obtain permission, pursuant to Policies 4.4.9.5 of Section 4.4.9 of the Municipal Planning Strategy to develop a full service restaurant, craft shop and farm vacation apartments;

AND WHEREAS the Municipality of the County of Kings has requested that the Developer enter into a Development Agreement incorporating the provisions of Section 55 of the Planning Act and Policies 4.4.9.5 of Section 4.4.9 of the Municipal Planning Strategy so that the Developer may develop and use the Property in a manner which is not presently provided for within the Land Use Bylaw generally applicable to the particular zone in which the Property is located;

THEREFORE, in consideration of the covenants, promises and agreements contained herein, the parties hereto agree as follows:

1. DEFINITIONS

- (a) **Kings County Land Use By-law** means Bylaw 75 of the Municipality, being the Land Use Bylaw pertaining to the Municipality of the County of Kings approved on August 6, 1992 as amended.
- (b) Unless otherwise defined, all words used herein shall have the same meaning as defined in the Land Use Bylaw of the Municipality.
- (c) "Council" shall mean the Council of the Municipality.
- (d) "Building" shall mean the proposed building for the restaurant, craft shop and farm vacation apartments as shown on Schedules "A" and "B".

2. **SCHEDULES**

The following attached schedules shall form a part of this Agreement:

- Schedule "A" - Site Plan (hereinafter called the "Site Plan")
 Schedule "B" - Building Elevations
 Schedule "C" - Description of Property.

3. **USE**

The Developer pursuant to this Agreement may apply for a Development Permit for the Building and develop the land features on the Property as outlined in this Agreement.

4. **APPLICATION FOR DEVELOPMENT PERMIT**

- (a) The Developer may apply for a Development Permit to construct the Building and develop the Property as outlined in this Agreement.
- (b) The Developer shall submit building plans and specifications which are acceptable to the Development Officer of the Municipality and any other information which the Development Officer deems necessary to determine whether the proposed development conforms with the requirements of this Agreement.

The Development Officer of the Municipality shall issue the Development Permit upon compliance with the requirements of (a) and (b) above.

5. **COMMENCEMENT OF OPERATION**

- (a) The Developer shall not commence construction of the Building until the Development and Building Permits have been issued by the Municipality.
- (b) No new unit within the Building shall be occupied until the Municipality has issued an Occupancy Permit for that unit.

6. **SITE PLAN**

The Property shall be developed and maintained in conformity with the Site Plan as shown on Schedule "A" and the other provisions of this Development Agreement.

7. **ARCHITECTURAL DESIGN**

- (a) The Developer shall construct a new building (herein after called the Building) limited to one storey and 3000 square feet, of which no more than 1500 square feet shall be devoted for use as a restaurant.

- (b) Architectural design of the new building shall conform to the design and proportions shown (including roof pitch, wall to wall ratios, and exterior cladding of horizontal wood or synthetic siding) in the drawings on Schedule "B".

8. SIGNAGE

Signage on the property shall conform to the signage details and locations provided for on Schedules "A" and "B".

9. PARKING STANDARDS

- (a) The Developer shall locate the parking area as configured on the Site Plan.
- (b) The Developer shall ensure that a minimum of 28 spaces are provided. Parking spaces shall have dimensions of no less than nine (9) feet by eighteen (18) feet.
- (c) The Developer shall ensure that the parking area is designed with a surface to prevent the raising of dust.

10. LANDSCAPING

The Developer shall develop the Property in accordance with the following:

- (a) The grassed areas as shown on the Landscaping Plan shall be maintained in a neat and presentable condition.
- (b) Proposed trees and shrubs around the building as shown on the Site Plan, shall be planted and maintained. Any plantings that require replacement shall be replanted as needed.

11. VEHICULAR ACCESS

- (a) The Developer shall construct or install no more than one (1) access point, shown as "Drive" on Schedule "A", which shall be a minimum of twenty (20) feet wide up to a maximum of thirty six (36) feet wide and shall be located in the area designated as such on the Site Plan.
- (b) The Developer shall place a curb, barrier or ditch to prevent vehicular access across the rest of the frontage of the Property along Ward Road. A curb shall also be placed separating the parking area and driveway from the landscaped area as shown on the Site Plan.

12. PEDESTRIAN WALKWAY

The Developer shall construct or install and maintain a stable surface that is treated to prevent the raising of dust or loose particles over walkways from the Building to the parking areas.

13. SEWER CONNECTION AND WATER SUPPLY

- (a) The private on-site sewage disposal system proposed for the Property shall be approved by the Department of the Environment before installation.
- (b) The Developer shall be responsible for providing an acceptable water supply to the Building.

14. OUTDOOR STORAGE

The Developer shall ensure that any storage of garbage and maintenance equipment shall be in an enclosed structure or in some way adequately screened from public view.

15. APPEARANCE OF PROPERTY

The Developer shall at all times maintain the Property in a neat and presentable condition including the structures, lawns, landscaping, driveways and parking areas.

16. LIGHTING

The Developer shall provide and maintain that any lights used for illumination of the Property shall be so arranged as to divert the light away from Ward Road and adjacent residential structures.

17. COMPLETION OF PROJECT

The Developer shall complete the construction of the Building and the development of the Property as permitted by this Agreement within 3 years from the date of this Agreement being approved by Council.

If the development is not commenced within 2 years, this Agreement may be discharged by resolution of Council in accordance with Sections 74 and 76 of the Planning Act.

18. SUBSEQUENT DEVELOPMENT

Any subsequent development of the Property not included in this Agreement may only be initiated upon the entering into of a new Development Agreement with the Municipality or in accordance with the provisions of the Land Use Bylaw upon the discharge of this Agreement by resolution of Council.

19. AMENDMENTS

- (a) Except for amendments as specified herein, the Developer shall not vary or change the use of the Property as described in Section 3 and the Schedules to this Agreement, unless a new Development Agreement is entered into with the Municipality.

- (b) The term "amendments as specified herein" for the purposes of this clause, means the following:
- expansion of the Building within seven years from the date of this agreement being approved by Council so as to accommodate two additional farm vacation apartments; Building expansion not exceeding 1500 square feet in total, in a manner consistent with the existing Building as shown on Schedule " B ";
 - changes in the landscaping, which changes shall be considered to be minor and in keeping with the intent of the landscaping provisions of this Agreement; or
 - variance in the location of the drive or parking envelopes which variance shall be considered as being minor and in keeping with the provisions of this Agreement.

20. BREACH OF TERMS OR CONDITIONS

Upon the breach by the Developer of the terms or conditions of this Agreement, the Municipality may:

- (a) Apply for an injunction or injunction type relief; or
- (b) Prosecute under the Planning Act, Land use Bylaw or Building Bylaw; or
- (c) Sue for specific performance of any terms or conditions; or
- (d) Sue for breach of contract; or
- (e) Terminate this Agreement; or
- (f) Undertake any remedies permitted by the Planning Act; or
- (g) Any combination of the above.

21. COMPLIANCE WITH OTHER BYLAWS AND REGULATIONS

Nothing in this Agreement shall exempt the Developer from complying with other bylaws and regulations in force within the Municipality, including the Building Bylaw, or from obtaining any license, permit, permission or approval required thereunder, including any permission required under the Fire Prevention Act.

22. OBSERVANCE OF THE LAW

Subject to the provisions of this Agreement, the Developer shall observe all of the ordinances, bylaws and regulations of the Municipality applicable to the Developer.

23. REGISTRATION OF AGREEMENT

The Development Agreement shall be filed by the Municipality in the Registry of Deeds at Kentville in the Province of Nova Scotia.

24. SEVERABILITY OF PROVISIONS

It is agreed that the provisions of this Agreement are severable from one another and that the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.

25. INTERPRETATIONS

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

26. COSTS

The Developer shall pay the costs associated with the advertising required for this Agreement, as well as any Development fees applicable to the Development.

27. OWNERSHIP AND CONTROL

The Developer warrants and covenants that the Developer is the legal and registered owner or otherwise controls the Property and is able to give legal effect to the Developer's covenants and undertakings in this Agreement.

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

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

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

Maria Anderson
Witness

THE MUNICIPALITY OF THE COUNTY OF KINGS

Per: Charles E. Fraser
Charles E. Fraser, Warden

Per: R. G. Ramsay
R. G. Ramsay, Municipal Clerk

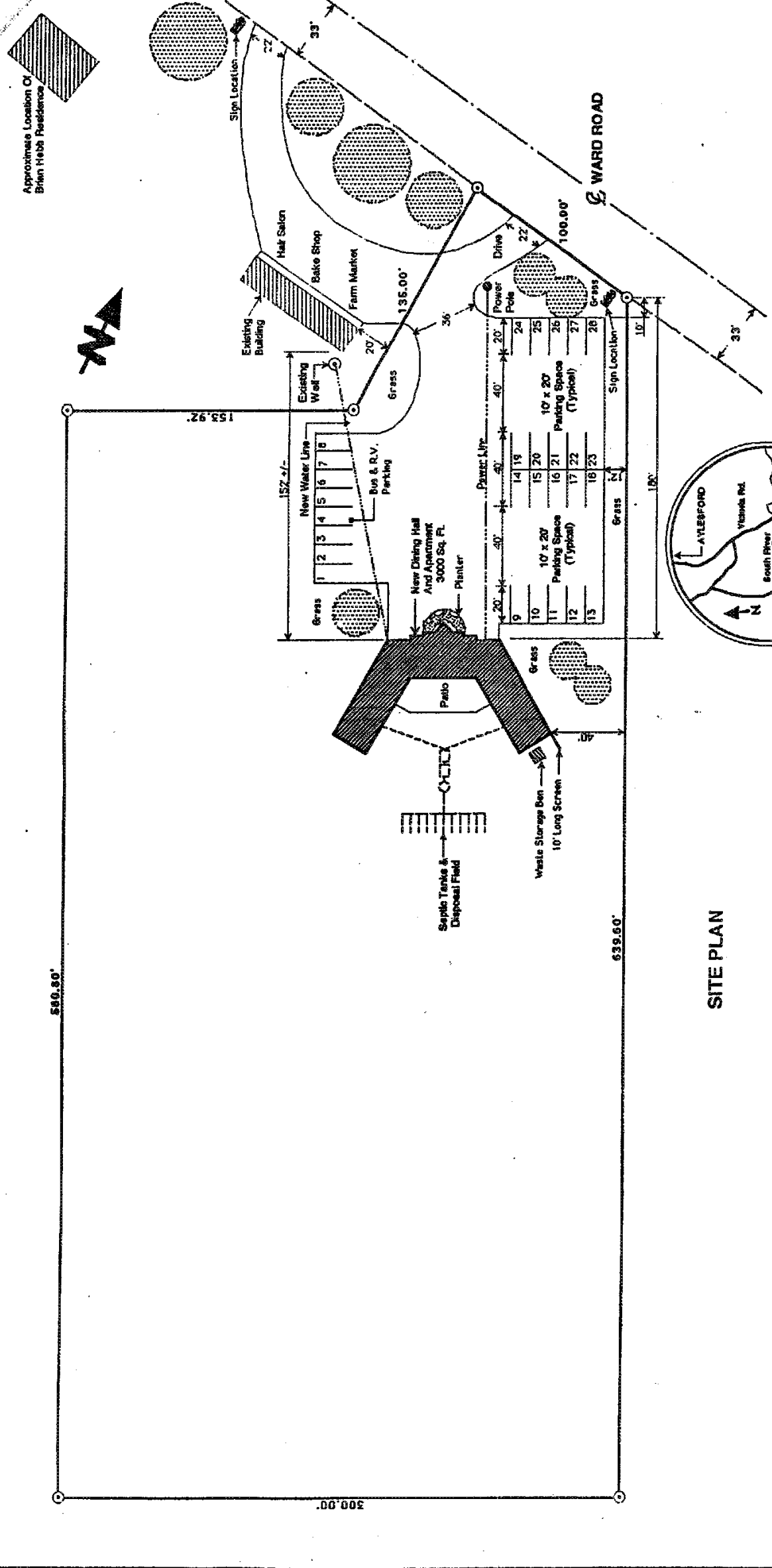
SIGNED, SEALED AND DELIVERED
In the presence of:

Cynthia L. Backer
Witness

Brian Hebb
Brian Hebb

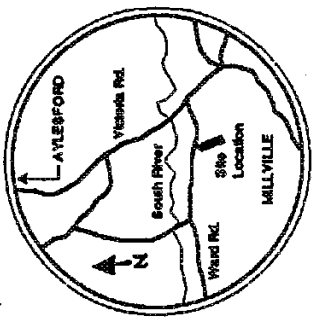
Elizabeth Hebb
Elizabeth Hebb

Schedule "A"



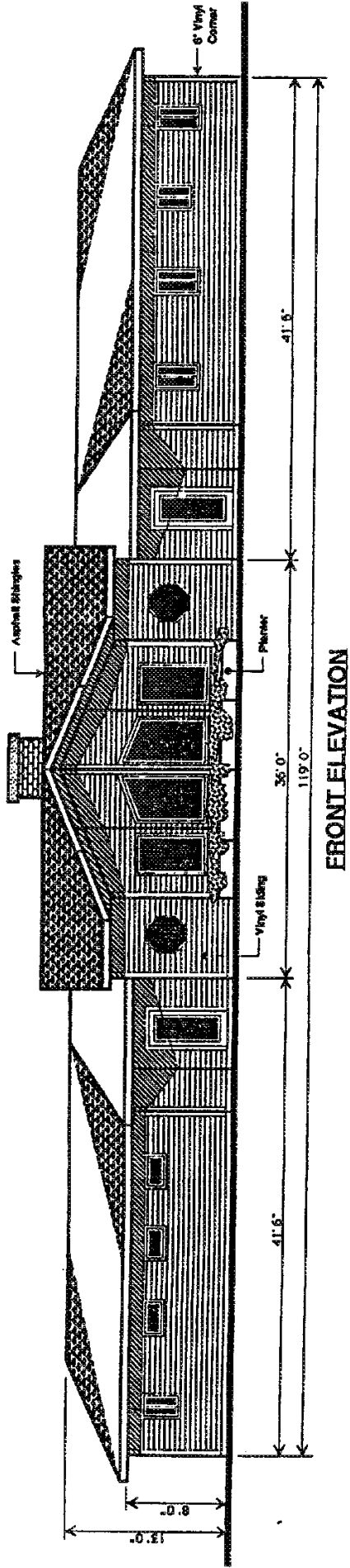
SITE PLAN

HEBB'S FARM VACATION APARTMENT AND DINING HALL	
SITE PLAN	
E. W.L. PARKS	DWG. # 1 - 2

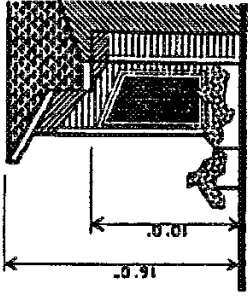


LOCATION PLAN

Schedule "B"



SIDE VIEW OF FRONT ALCOVE



The "Farmer's" Family Diner

Enjoy Old & New Style Cooking
Airconditioned Dining Room & Craft Shop

Open 7 Days A Week From July To Sept.

12:00 noon - 8:00 pm

Oct. To June - Thursday To Sunday

4 pm - 8 pm

SIGNAGE DETAIL

50'

HEBB'S FARM VACATION APARTMENT AND DINING HALL	
FRONT ELEVATION & SIGNAGE	
DRN: W. L. PARKS	DWG: 2 OF 2

Schedule C

All and singular that certain lot, piece or parcel of land lying and being situated on the South side of the Ward Road, Millville, Kings County, Nova Scotia, and being more particularly described as follows;

Beginning at a survey marker placed on the South boundary of the Ward Road and being the Northwest corner of lands conveyed to the Nova Scotia Farm Loan Board (Book 470, Page 048) occupied by Reg Leonard,

Thence S 24° 20' 04"E along the West boundary of said lands occupied by Reg Leonard a distance of 639.60' to a survey marker placed,

Thence S 65° 39' 56" W a distance of 300.00' to a survey marker placed,

Thence N 24° 20' 04" W a distance of 580.80' to a survey marker placed,

Thence N 65° 39' 56" E a distance of 153.92' to a survey marker placed,

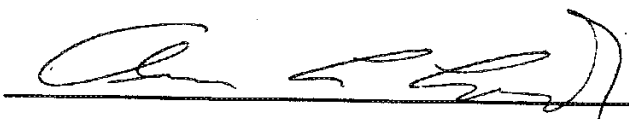
Thence N 04° 41' 42" E a distance of 135.00' to a survey marker placed on the South boundary of said Ward Road,

Thence S 78° 00' 24" E along the South boundary of said Ward Road a distance of 100.00' to the Place of Beginning. (Containing 4.2523 Acres),

Being all of Lot "B.H-1", a portion of lands conveyed to the Nova Scotia Farm Loan Board (Book 547, Page 278) occupied by Brian Hebb, as shown on a survey plan by Shaun R. Stoddart N.S.L.S., Dated November 22, 1994., Plan File No. C-94456.

CANADA
 PROVINCE OF NOVA SCOTIA
 COUNTY OF KINGS

ON THIS 26 day of June, 1995 before
 me, the subscriber personally came and appeared, Cynthia L. Barker a subscribing
 witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that
Brian Hebb + Elisabeth Hebb one of the parties thereto, signed, sealed and delivered
 the same in he presence.



ANN L. LONGLEY
 & COMMISSIONER OF THE SUPREME COURT
 OF NOVA SCOTIA

CANADA
 PROVINCE OF NOVA SCOTIA
 COUNTY OF KINGS

ON THIS 16 day of May, 1995 before
 me, the subscriber personally came and appeared, Marie Condran a subscribing
 witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the
 Municipality of the County of Kings one of the parties hereto, caused the same to be executed in its
 name and on its behalf and its corporate seal to be thereunder affixed, under the hands of its proper
 officers, thereunto duly authorized in he presence.



ANN L. LONGLEY
 & COMMISSIONER OF THE SUPREME COURT
 OF NOVA SCOTIA

APPENDIX D

THIS DEVELOPMENT AGREEMENT made this _____ day of _____, A.D.

BETWEEN:

BRIAN HEBB of 1256 Ward Road, Millville, Nova Scotia, hereinafter called the "Property Owner"

of the First Part

and

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings 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 known as 1256 Ward Road, Millville, and Property Identification (PID) Number 55332654; and

WHEREAS the Property Owner wishes to use the Property for a restaurant and two residential units all within one structure; and

WHEREAS the Property is situated within an area designated Agricultural on the Future Land Use Map of the Municipal Planning Strategy, and zoned Agricultural (A1) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 4.4.8.7 of the Municipal Planning Strategy and section 5.4.2 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 County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on (DATE), 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 CONTEXT

1.1 Schedules

The following attached schedules shall form part of this agreement:

Schedule A	Property Description
Schedule B	Site Plan
Schedule C	Elevation

1.2 Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on September 5, 1995, as amended, or successor bylaws.

1.3 Definitions

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

Development Officer means the Development Officer appointed by the Council of the Municipality.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Property shall be limited to the following:

- (a) those uses permitted by the underlying zoning in the Land Use Bylaw;
- (b) a full-service restaurant with a maximum floor area of 2,500 sq. ft. including the kitchen and sunroom;
- (c) two (2) residential units; and
- (d) the development of any accessory use or structure in accordance with the requirements for accessory uses or structures contained in the underlying zone.

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 Main Building

- (a) The main building and addition shall be located approximately as shown on Schedule B; and
- (b) The architectural design of the addition shall reflect the design and proportions shown in the elevation shown on Schedule C.

2.3 Parking and Driveway

- (a) A minimum of 28 parking spaces, each a minimum of nine (9) feet by eighteen (18) feet shall be provided;
- (b) The driveway and parking area shall be designed with a surface which prevents the raising of dust;
- (c) The driveway and parking area shall be located approximately as shown on Schedule B; and
- (d) Driveway access to and from the Property shall be approved by the Nova Scotia Department of Transportation and Infrastructure Renewal prior to any development permit being issued for the expansion.

2.4 Signs

- (a) The following signs shall be permitted:
 - (i) one fascia (wall) sign with a maximum sign area of 25 square feet;
 - (ii) one fascia (wall) sign with a maximum sign area of 10 square feet; and
 - (ii) one internally-lit ground sign with a maximum sign area of 20 square feet and maximum height of 25 feet.
- (b) Signs shall be located at least five (5) feet from any property line.

2.5 Exterior Lighting

Any exterior lighting located on the lot shall be directed away from neighbouring properties and the public street.

2.6 Appearance of Property

- (a) All structures and services on the Property shall be maintained in good repair and in a useable state;
- (b) All landscaped areas shall be maintained in a neat condition; and
- (c) All storage, garbage or maintenance equipment shall be enclosed within a structure or screened from public view.

2.7 Subdivision

Any subdivision of the Property shall comply with the requirements of the Subdivision Bylaw and the underlying zone of the Land Use Bylaw.

2.8 On-site Services

- (a) The Property Owner is responsible for providing a septic system on the Property to accommodate the use. This system must be maintained in good working order.
- (b) The Property Owner is responsible for providing a water supply to accommodate the use and the Property Owner shall be responsible for all costs associated with repairing and maintaining this water service.

PART 3 CHANGES AND DISCHARGE

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

3.2 Any matters in this agreement not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.

3.3 The following matters are substantive matters:

- (a) the use permitted on the property as listed in Section 2.1, *Use*, of this agreement.

3.4 Upon conveyance of land by the Property Owner to either:

- (a) the road authority for the purpose of creating or expanding a public street over the Property; or
- (b) the Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office, but this Agreement shall remain in full force and effect for all remaining portions of the Property.

3.5 Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use may be commenced on the Property until the Municipality has issued any development permits, building permits and/or occupancy permits that may be required.

4.2 Drawings to be Provided

When an engineered design is required for any portion of the development, record drawings shall be provided to the Development Officer within ten (10) days of completion of the work which requires the engineered design.

4.3 Completion and Expiry Date

- (a) The Property Owner shall sign this agreement within 60 calendar days of 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 or the unexecuted agreement shall be null and void.
- (b) The Property Owner shall complete construction of the sunroom addition and enclosed entry to a residential unit within one (1) year of this agreement being recorded at the Registry of Deeds.

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, by-laws 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 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 the development agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and has full authority to enter this development agreement.

5.4 Costs

The Property Owner is responsible for all costs associated with recording this agreement in the Land Registration Office.

5.5 Full Agreement

- (a) This agreement replaces and discharges the development agreement dated June 26, 1995 between the Municipality of the County of Kings and Brian Hebb recorded at the Registry of Deeds at Kentville, Nova Scotia on June 27, 1995 in Book 1021 at pages 170-181 as document #4661, such that the sole development agreement applicable to the lands described in Schedule A hereto annexed is this agreement.

- (b) 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 neutral 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.

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

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Witness

Tom MacEwan, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

BRIAN HEBB

SCHEDULE A
PROPERTY DESCRIPTION
Taken From Property Online November 17, 2016

REFERENCE INFORMATION	
Information contained herein is for reference purposes only. In the event of discrepancy, the metes and bounds description shall have precedence.	
Civic Address: 1256 Ward Road, Millville	PID No.: 55332654
Previous Registry Reference: Book 1016, Page 447	Assessment No.: 08098069

ALL and singular that certain lot, piece or parcel of land lying and being situated on the South side of the Ward Road, Millville, Kings County, Nova Scotia, and being more particularly described as follows:

BEGINNING at a survey marker placed on the South boundary of the Ward Road and being the Northwest corner of lands conveyed to the Nova Scotia Farm Loan Board (Book 470, Page 048) occupied by Reg Leonard,

THENCE S 24° 20' 04" E along the West boundary of said lands occupied by Reg Leonard a distance of 639.60' to a survey marker placed;

THENCE S 65° 39' 56" W a distance of 300.00' to a survey marker placed;

THENCE N 24° 20' 04" W a distance of 580.80' to a survey marker placed;

THENCE N 65° 39' 56" E a distance of 153.92' to a survey marker placed;

THENCE N 04° 41' 42" E a distance of 135.00' to a survey marker placed on the South boundary of said Ward Road;

THENCE S 78° 00' 24" E along the South boundary of said Ward Road a distance of 100.00' to the Place of BEGINNING. (Containing 4.2523 Acres).

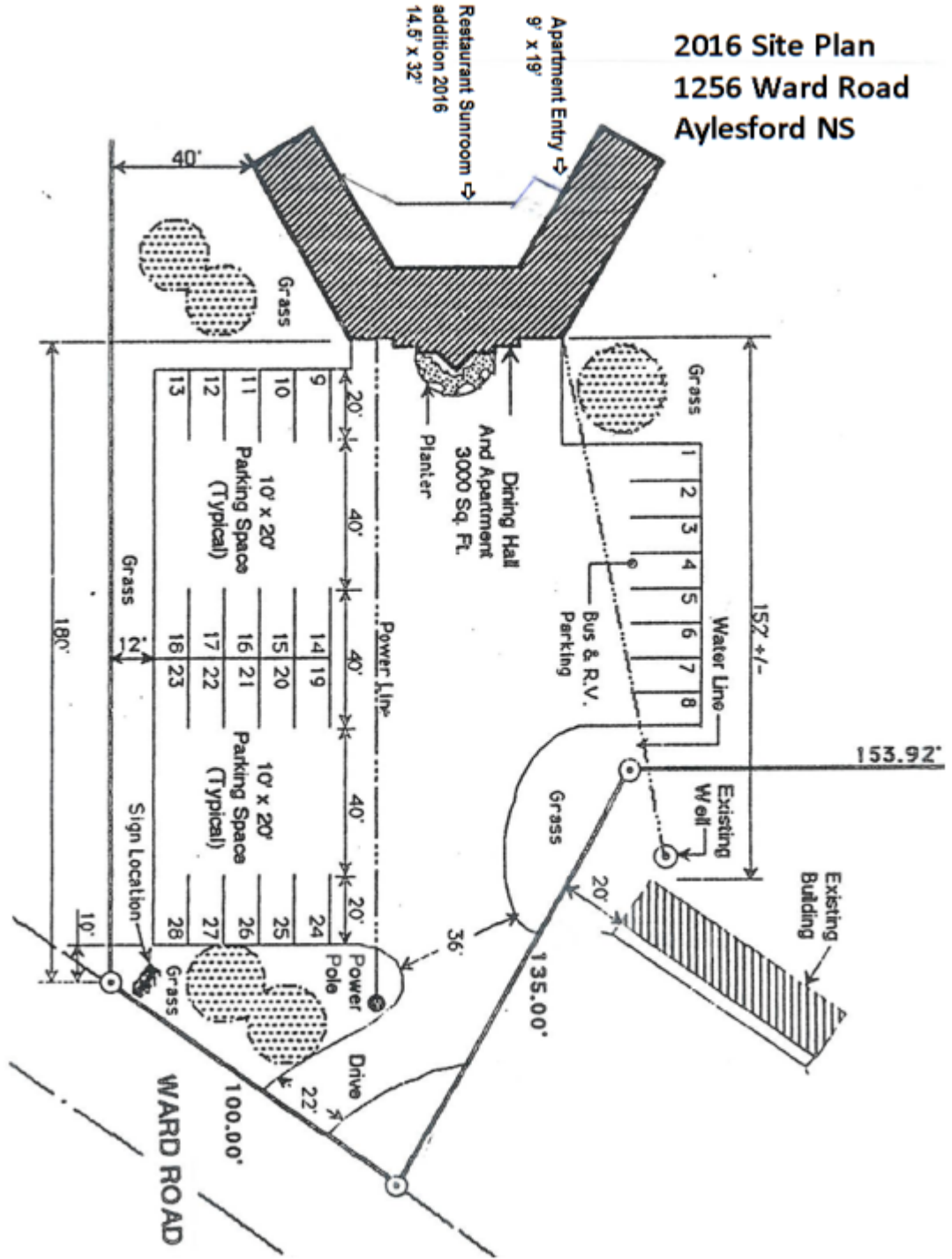
BEING all of Lot "B.H.-1", a portion of lands conveyed to the Nova Scotia Farm Loan Board (Book 547, Page 278) occupied by Brian Hebb, as shown on a survey plan by Shaun R. Stoddart N.S.L.S., dated November 22, 1994, Plan File No. C-94456.

BEING AND INTENDED TO BE the same land and premises as conveyed by The Nova Scotia Farm Loan Board to Brian C. Hebb and Brenda Hebb by Quit Claim Deed dated May 8, 1995 and recorded in the Registry of Deeds for the County of Kings in Kentville, Nova Scotia, in Book 1016 at page 447.

SUBJECT HOWEVER to a Right-of-Way from Brian C. Hebb and Brenda Hebb to David James Richardson recorded in the Kings County Registry of Deeds in Book 1350 at Page 493.

SCHEDULE B SITE PLAN

2016 Site Plan
1256 Ward Road
Aylesford NS



SCHEDULE C ELEVATION

