



**PUBLIC HEARING**  
**TUESDAY, FEBRUARY 7, 2017**  
**6:00 P.M.**  
**Council Chambers**  
**AGENDA**

	<u>Page</u>
1. Call Meeting to Order	
2. Application for development agreement to enable two residential units within a second dwelling at 786/788 Cambridge Road, Cambridge (PID 55479943); Mr. Ron Winchester	1
3. Proposed Development Agreement to enable an addition to the existing structure in order to accommodate an expansion of the existing restaurant and enclosure of an entry to one of the existing residential units at 1256 Ward Road, Millville (PID # 55332654) (Farmer's Family Diner)	13
4. Adjournment	

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# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:** **Public Hearing** – Application for development agreement to enable two residential units within a second dwelling at 786/788 Cambridge Road, Cambridge (PID 55479943)

**File: 16-11** Mr. Ron Winchester, DTC Holdings Ltd.

**From:** Planning and Development Services

**Date:** February 7, 2017

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### **Background**

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).

The application and staff report were reviewed by the Planning Advisory Committee on December 6, 2016. The Committee forwarded a positive recommendation to Council. On January 3, 2017 Council gave First Reading to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

### **Public Hearing**

At this Public Hearing members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the proposed development agreement by giving it Final Consideration at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period will begin.

**APPENDIX A**

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

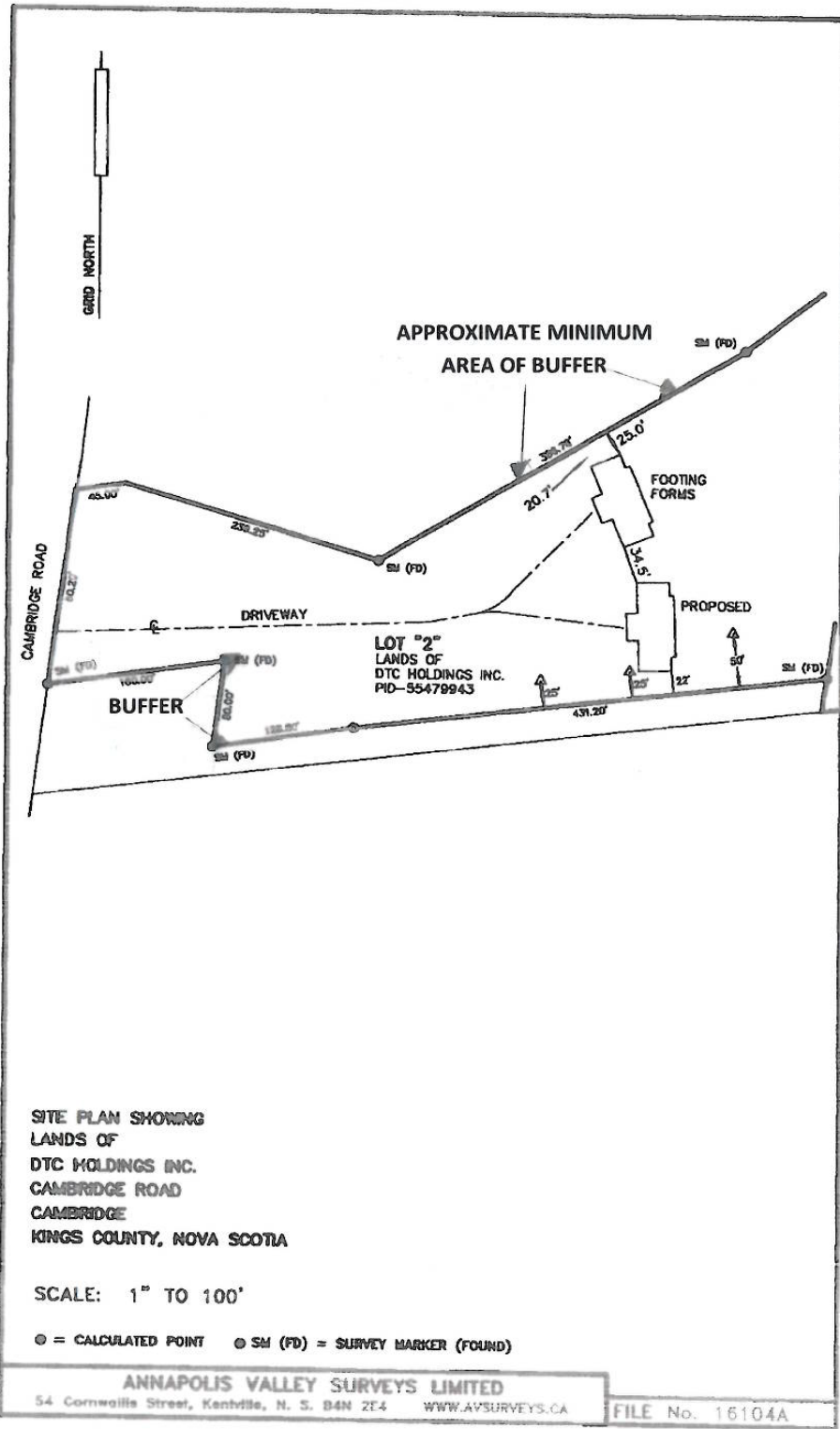
Title of Plan: PLAN OF SUBDIVISION SHOWING LOT 2 & LOT 3 SUBDIVISION OF  
LANDS OF THE ESTATE OF CAROLINA G SAWLER CAMBRIDGE ROAD  
CAMBRIDGE KINGS COUNTY NOVA SCOTIA

Registration County: KINGS COUNTY

Registration Number of Plan: 84243774

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

## SCHEDULE B SITE PLAN



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# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:** Public Hearing – Development Agreement  
Mr. Brian Hebb, Farmer’s Family Diner  
1256 Ward Road, Millville (PID # 55332654)  
File # 16-15

**From:** Planning and Development Services

**Date:** February 7, 2017

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### **Background**

Mr. Brian Hebb has applied to amend the existing development agreement regarding his property to accommodate an already-constructed 14.5’ by 32’ addition to his commercial (restaurant) use and a 9’ by 19’ enclosed entry for one of the existing residential units. The proposed amendment to the development agreement will allow all of the required permits to be considered for this portion of the structure.

The application and staff report were reviewed by the Planning Advisory Committee on December 13, 2016. The Committee forwarded a positive recommendation to Council. On January 3, 2017 Council gave First Reading to the proposed amendment and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

### **Public Hearing**

At this Public Hearing members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the amending development agreement by giving it Final Consideration at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period will begin.

**APPENDIX A**

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**

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

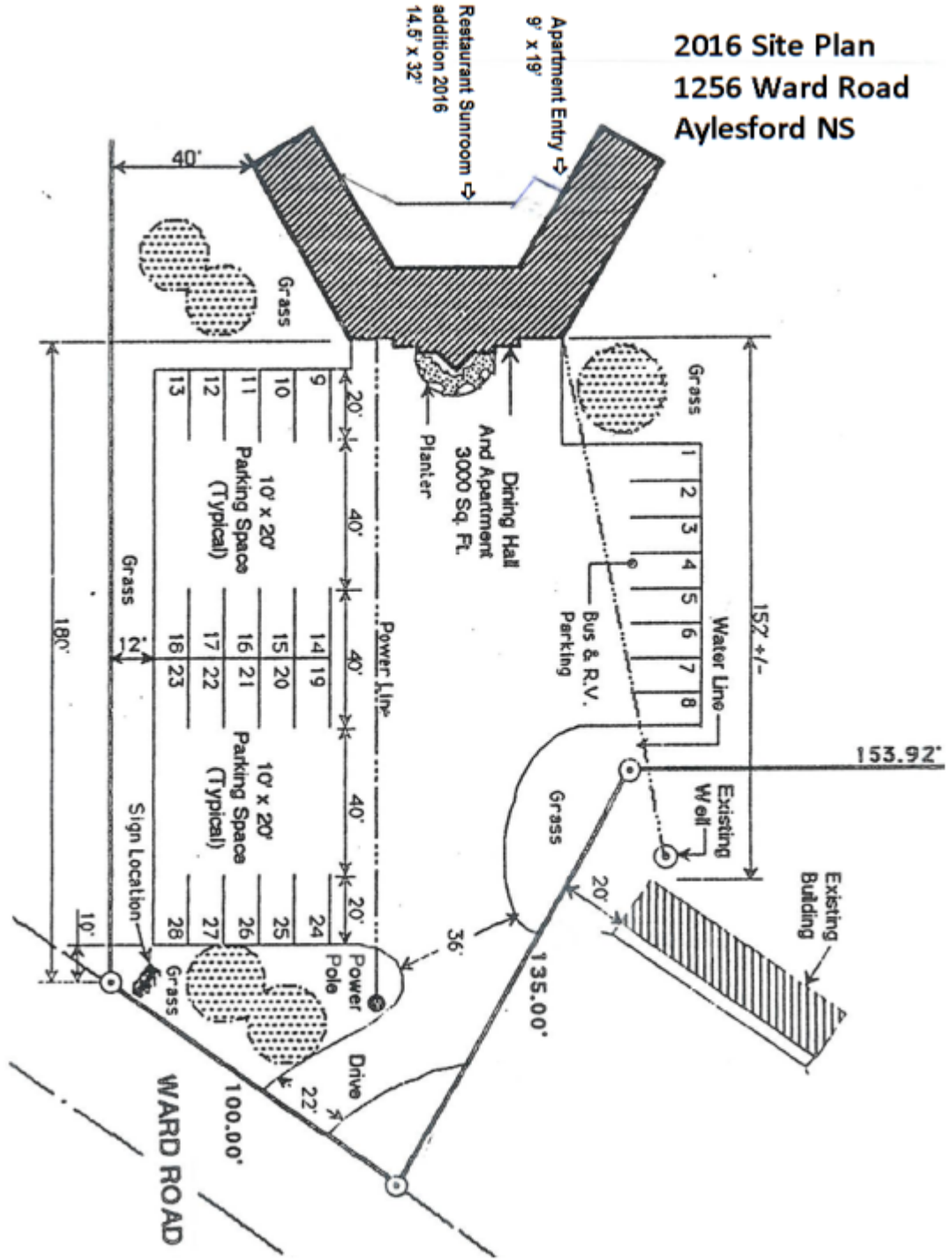
BEING AND INTENDED TO BE the same land and premises as conveyed by The Nova Scotia Farm Loan Board to Brian C. Hebb and Brenda Hebb by Quit Claim Deed dated May 8, 1995 and recorded in the Registry of Deeds for the County of Kings in Kentville, Nova Scotia, in Book 1016 at page 447.

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

