



PUBLIC HEARING

TUESDAY, SEPTEMBER 5, 2017

6:00 P.M.

Council Chambers

AGENDA

	<u>Page</u>
1. Call Meeting to Order	
2. Proposed Land Use Bylaw text amendment to the list of permitted uses in the Hamlet Commercial (C10) Zone – File 16-17 (Mark Fredericks)	1
3. Proposed development agreement to permit agri-tourism commercial uses at 1842/1850 White Rock Road, Gaspereau – File 17-02 (Leanne Jennings)	3
4. Proposed development agreement to permit an agricultural equipment storage, parts and service use at 251 Ira Bill Road, Billtown – File 17-03 (Leanne Jennings)	17
5. Proposed Land Use Bylaw map amendment to rezone property at 965 Pickering Lane, Greenwood, from the Residential Manufactured Housing (RM) Zone to the Residential Medium Density (R4) Zone – File 17-04 (Will Robinson-Mushkat)	29
6. Adjournment	

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THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use Bylaw Text Amendment to the List of Permitted Uses in the Hamlet Commercial (C10) Zone**
 File 16-17 (Corey Trimper – Claw ATVs)

From: Planning and Development Services

Date: September 5, 2017

Background

Corey Trimper, owner of Claw ATVs, has applied to amend the text of the Land Use Bylaw to delete 'Auto Repair Shops' and add 'Auto Sales and Service' to the list of permitted uses in the Hamlet Commercial (C10) Zone. The amendment would allow a business to begin operating, by specializing in either aspect of the auto related industry.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on May 9, 2017 and on June 13, 2017. At the June 13, 2017 meeting, the PAC forwarded a positive recommendation to Council for the proposed text amendment.

On July 4, 2017 Municipal Council gave First Reading to the proposed text amendment and forwarded it to this Public Hearing. The proposed Land Use Bylaw text amendment 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 text amendment by giving it Second Reading 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

THE MUNICIPALITY OF THE COUNTY OF KINGS

AMENDMENT TO BYLAW #75

COUNTY OF KINGS LAND USE BYLAW

Text amendment to the list of permitted uses in the Hamlet Commercial (C10) Zone

BYLAW #75 – Land Use Bylaw

PART 12 – RURAL COMMERCIAL ZONES

12.3 HAMLET COMMERCIAL (C10) ZONE

12.3.2 Permitted Uses

1. Delete 'Auto Repair Shops' and add 'Auto Sales and Service' to the list of Permitted Uses in the Hamlet Commercial (C10) Zone.

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement**
Application for a development agreement to permit agri-tourism commercial uses at 1842/1850 White Rock Road, Gaspereau (PID 55436836)
File: 17-02 (Benjamin Bridge Vineyards)

From: Planning and Development Services

Date: September 5, 2017

Background

Ashley McConnell-Gordon, on behalf of Benjamin Bridge Vineyards, has applied for a development agreement to permit agri-tourism commercial uses at 1842/1850 White Rock Road, Gaspereau, NS. The proposed uses include wine and food tastings and special events associated with the existing winery. The proposal does not involve the construction of any new permanent buildings. Rather, the applicant anticipates using a seasonal outdoor tent-style marquee building (approximately 4,000 ft² footprint) to host wine tastings and special events.

The application and staff report were reviewed by the Planning Advisory Committee on July 11, 2017. The Committee forwarded a positive recommendation to Council. On August 2, 2017 Council gave Initial Consideration 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 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 – Development Agreement

THIS DEVELOPMENT AGREEMENT made this ____ day of _____, A.D., 2017

BETWEEN:

MCCONNELL GORDON ESTATES LIMITED, of Wolfville, 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 Property Identification (PID) Number 55436836; and

WHEREAS the Property Owner wishes to use the Property for agri-tourism commercial uses; 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); and

WHEREAS Policy 3.2.8.2.1 and Policy 6.3.2.1 of the Municipal Planning Strategy and Clause 5.2.13 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
Schedule C	Site Plan 2

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 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) *Development Envelope* means the portion of the Property within which the development may take place.
- (c) *Special Outdoor Event* means an event which takes place in an outdoor setting, with or without the use of a tent and which is limited to: themed celebration, wedding, festival, or other similar uses.
- (d) *Wine Tastings* means an event that involves the tasting of wine(s) produced on-site. The wines may be paired with a selection of food that has been prepared off-site.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Site Plans

The Developer shall develop and use the lands in general conformance with the Site Plans attached as Schedules 'B' and 'C' to this Agreement.

2.2 Use

2.2.1 The Property Owner's use of the Property shall be limited to:

- (a) those uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time to time); and
- (b) agri-tourism commercial uses accessory to the existing winery operation, wholly contained within the Development Envelope, consisting of one or more of the following uses and in accordance with the terms of this Agreement:
 - i. Wine Tastings;
 - ii. Special Outdoor Events; and
 - iii. Uses accessory to the above

2.2.2 The uses permitted in Section 2.2.1 may be accommodated within existing structures, structures that are permitted as-of-right by the underlying zone or new non-permanent structures, such as a tent. No new permanent structures are permitted through this Agreement.

2.2.3 To accommodate the proposed uses, the existing concrete crush pad may be expanded within the Development Envelope, provided it does not exceed 3,500 square feet in area.

2.2.4 Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw, as may be amended from time to time, apply to any development undertaken pursuant to this Agreement.

2.3 Signs

- (a) Signs shall only be constructed of wood and/or metal.
- (b) Internally illuminated signs are prohibited.
- (c) In addition to Section 2.3 (a) & (b) above, all signs must meet the requirements of the Land Use Bylaw applicable for the zone in which the Property is located.
- (d) The Developer shall obtain a development permit from the Development Officer prior to the erection or installation of any sign

2.4 Appearance of Property

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state, and maintain the Property in a neat and presentable condition.

2.5 Lighting

The Property Owner shall ensure that any lights used for illumination of the Property or signage shall be so arranged as to divert light away from any streets and neighbouring properties.

2.6 Parking

The Developer shall meet the following criteria and standards for parking and shall locate all parking in general conformance with Schedules 'B' and 'C':

- (a) Parking for Special Outdoor Events and Wine Tastings shall be provided at a rate of 1 space per 60 square feet of commercial floor area dedicated to each use;
- (b) Parking spaces and parking areas shall be developed to the standards outlined in the Land Use Bylaw, as amended from time-to-time; and
- (c) Parking locations shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

2.7 Access and Egress

- (a) Vehicle access and egress shall be in general conformance with Schedule 'B'.
- (b) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, before receiving any development or building permits for uses permitted by this Agreement.
- (c) Road access points shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

2.8 Servicing

The Property Owner shall be responsible for providing adequate water and sewage services to the standards of the authority having jurisdiction and at the Property Owner's expense.

2.9 Hours of Operation

- (a) The hours of operation for all uses permitted in Section 2.2.1 (b) of this Agreement shall be between the hours of 6:00 am and 11:00 pm Sunday through Saturday, inclusive.
- (b) Notwithstanding 2.9 (a),

- i. Special Outdoor Events taking place on a Friday or Saturday may operate from 6:00 am until 12:00 am; and
 - ii. All uses may operate from 6:00 am on December 31 to 1:00 am on January 1 of each calendar year.
- (c) No shipping or receiving activity associated with the uses permitted in Section 2.2.1 (b) shall occur between 11:00 pm and 6:00 am.

2.10 Erosion and Sedimentation Control

During any site preparation or construction of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site as required by the Municipal Specifications and according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.

2.11 Pre-Development Permit Requirement

Before the Development Officer can issue a Development Permit for uses permitted in this Agreement, the Property Owner shall:

- (a) submit drawings (including typical cross-sections) stamped by a professional engineer, demonstrating that all internal driveways are capable of meeting a minimum width of 20 feet in addition to any parking that may be located adjacent to the driveway. The design must incorporate any changes to side slopes and drainage patterns on the property that result from the widening of internal driveways, ensuring that there are no negative slope stability or environmental impacts.
- (b) provide proof that the civic address that has been assigned to the Property (#1966) has been properly posted at the entrance to the Property in accordance with the regulations set out in the Municipality's Civic Address and Street Name By-law #96.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.2, Use, of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.

3.3 The following matters are substantive matters:

- (a) Changes to the uses permitted on the property by Section 2.2 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 at the request of the Property Owner 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. More specifically, each time a tent structure is erected on the property, both a Development Permit and a Building Permit is required.

4.2 Expiry Date

The Property Owner shall sign this Agreement within 180 calendar days from 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.

PART 5 COMPLIANCE

5.1 Compliance With Other Bylaws and Regulations

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from

obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the 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 it 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 Registry of Deeds or Land Registration Office, as applicable.

5.5 Full Agreement

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

5.6 Severability of Provisions

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

5.7 Interpretation

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

Richard G. Ramsay, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

MCCONNELL GORDON ESTATES LIMITED

Witness

Gerald J. McConnell, President

Schedule 'A'
Property Description

Copied from Property Online on May 01, 2017

PID 55222657

ALL that certain lot of land at or near Gaspereau, Kings County, Nova Scotia, bounded:

ON the north by the road leading from Gaspereaux to White Rock;

ON the south by the Gaspereaux River;

ON the east by lands formerly of Glenn Gertridge;

ON the west by lands formerly of William S. Eagles.

BEING and Intended to be the last of several lots, under the heading Lot 2 in a deed from Nova Scotia Farm Loan Board to Christopher K. Westcott and Karen A. Westcott dated the 11th day of May, 1992, and recorded in the Kings County Registry of Deeds in Book 900 at Page 924.

SAVING AND EXCEPTING lands conveyed to the Avon River Power Company Limited in Book 176 at Page 687.

SAVING AND EXCEPTING lands conveyed to the Nova Scotia Light and Power Company Limited in Book 183 at Page 337.

SUBJECT TO an Easement in favour of the Avon River Power Company Limited (Nova Scotia Power Inc.) as defined and described in the Deed of Easement in Book 176 at Page 707 (and referenced in Utility Easement Declaration registered as Doc 84925206 on April 27, 2006).

SUBJECT TO an Easement in favour of the Avon River Power Company Limited (Nova Scotia Power Inc.) as defined and described in the Agreement in Book 176 at Page 708.

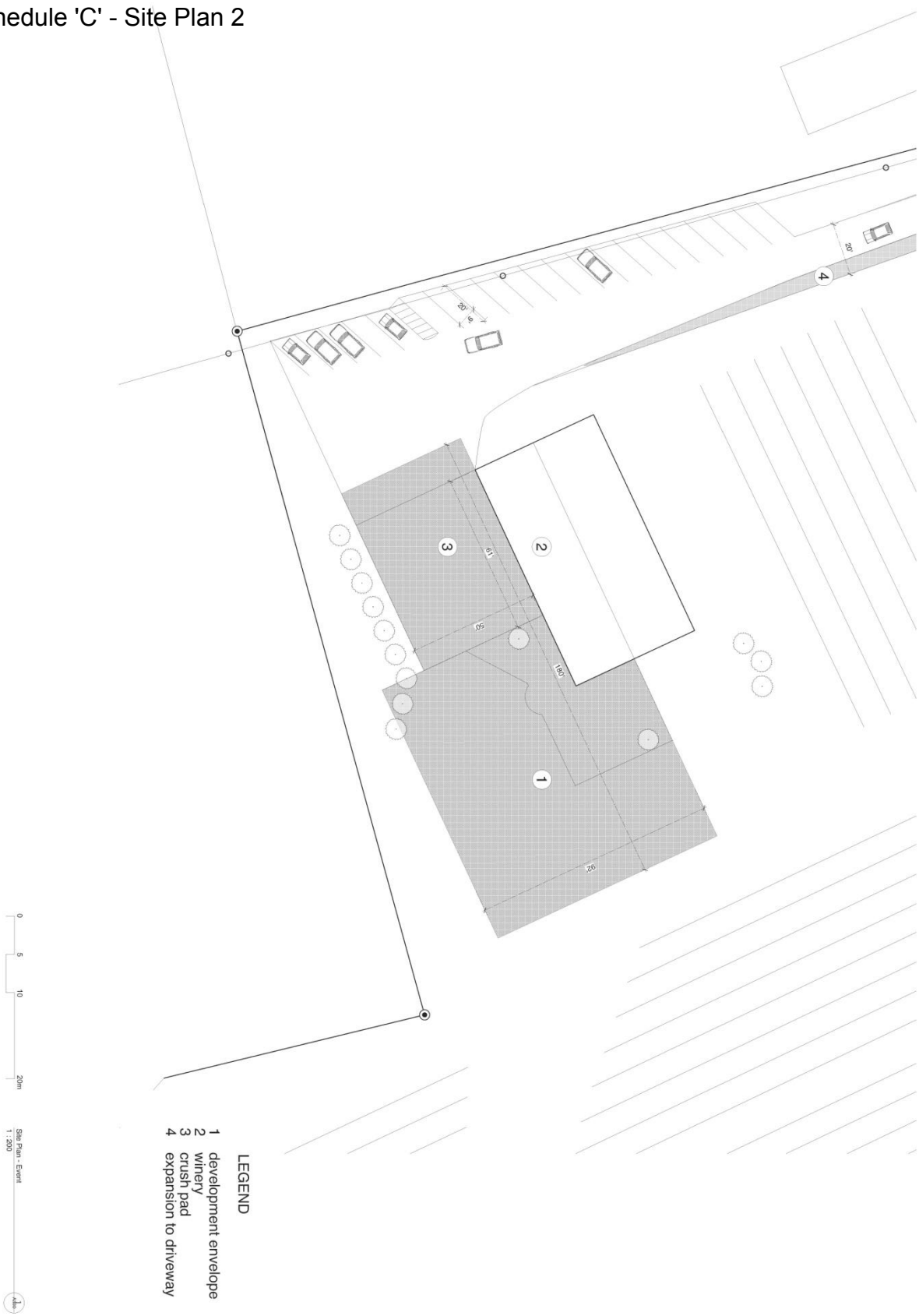
MGA: The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

Schedule 'B' - Site Plan 1



	
BENJAMIN BRIDGE Gaspereau Valley, Nova Scotia, Canada	
Revised June 26, 2017	Scale 1 : 500
A200	

Schedule 'C' - Site Plan 2



- LEGEND**
- 1 development envelope
 - 2 winery
 - 3 crush pad
 - 4 expansion to driveway

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THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Development Agreement

Application for a development agreement to permit an agricultural equipment storage, parts and service use at 251 Ira Bill Road, Billtown (PID 55328892)
File: 17-03 (Eisses Farms Limited)

From: Planning and Development Services

Date: September 5, 2017

Background

Dave Eisses, of Eisses Farms Limited, has applied for a development agreement to permit the expansion of an existing non-conforming use at 251 Ira Bill Road, Billtown, NS. The applicant proposes to use the building for agricultural equipment storage, parts and service use in addition to welding.

The application and staff report were reviewed by the Planning Advisory Committee on July 11, 2017. The Committee forwarded a positive recommendation to Council. On August 2, 2017 Council gave Initial Consideration 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 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 – Development Agreement

THIS DEVELOPMENT AGREEMENT made this ____ day of _____, A.D., 2017

BETWEEN:

EISSES FARMS LTD., of Centreville, 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 Property Identification (PID) Number 55328892; and

WHEREAS the Property Owner wishes to use the Property for agricultural storage, parts and service; 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); and

WHEREAS Policy 3.7.10.2 and Policy 6.3.2.1 of the Municipal Planning Strategy and Clause 5.2.7 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 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) *Development Envelope* means an area of land within which certain types of development may take place.
- (c) *Agricultural Equipment Storage, Parts and Service* means a building or a portion of a building used to store, service or repair agricultural equipment or equipment parts.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Site Plan

The Site Plan attached as Schedule 'B' to this Agreement identifies the location of the Development Envelope referred to throughout this Agreement.

2.2 Use

- 2.2.1 Within the Development Envelope, the Property Owner's use of the Property shall be limited to:

- (a) those uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time to time); and
- (b) Agricultural Equipment Storage, Parts and Service and accessory uses.

2.2.2 The uses permitted in Section 2.2.1 may be accommodated within the existing structure and any permitted expansions. The existing structure may be expanded within the Development Envelope, provided the following setbacks are maintained:

- a. For the main building:
 - i. Minimum front yard setback: 30 feet
 - ii. Minimum side yard setback: 20 feet
 - iii. Minimum rear yard setback: 20 feet
- b. For an accessory building:
 - i. Minimum front yard setback: 30 feet
 - ii. Minimum side yard setback: 10 feet
 - iii. Minimum rear yard setback: 10 feet

2.2.3 In the event of unintentional destruction of the main building, this building may be reconstructed within the Development Envelope, provided it meets the setbacks set out in Section 2.2.2 above and provided it does not exceed a height of 55 feet.

2.2.4 Uses permitted outside of the Development Envelope are limited to those uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time to time).

2.2.5 Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw, as may be amended from time to time, apply to any development undertaken pursuant to this Agreement.

2.3 Appearance of Property

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state, and maintain the Property in a neat and presentable condition.

2.4 Outdoor Storage

Within the Development Envelope, outdoor storage is prohibited with the exception of the storage of materials associated with the Agricultural Equipment

Storage, Parts and Service use, and such permitted outdoor storage must meet the following requirements:

- (a) be wholly contained within the Development Envelope;
- (b) be located in a rear or side yard; and
- (c) be contained within an area that is no larger than 1,000 square feet and is enclosed by a fence that is six (6) feet in height above finished grade.

2.5 Access and Egress

- (a) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, before receiving any development or building permits for uses permitted by this Agreement.
- (b) Road access points shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

2.6 Servicing

The Property Owner shall be responsible for providing adequate water and sewage services to the standards of the authority having jurisdiction and at the Property Owner's expense.

2.7 Parking

Parking spaces and loading areas for each use permitted in Section 2.2.1 b. shall be developed in accordance with the requirements of the relevant section of the Land Use Bylaw, as amended from time to time, and shall be wholly contained within the Development Envelope.

2.8 Erosion and Sedimentation Control

During any site preparation or construction of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site as required by the Municipal Specifications and according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.2, Use, of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.

- 3.2** Any subsequent subdivision of the Property that results in a severance of land from the Property shall be subject to an amendment to this agreement.
- 3.3** Any matters in this Agreement which are not specified in Subsection 3.4 below are not substantive matters and may be changed by Council without a public hearing.
- 3.4** The following matters are substantive matters:
- (a) Changes to the uses permitted on the property by Section 2.2 of this Agreement.
- 3.5** 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.
- 3.6** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

PART 4 IMPLEMENTATION

4.1 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 Expiry Date

The Property Owner shall sign this Agreement within 180 calendar days from 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.

PART 5 COMPLIANCE

5.1 Compliance With Other Bylaws and Regulations

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

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the 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 it 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 Registry of Deeds or Land Registration Office, as applicable.

5.5 Full Agreement

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

5.6 Severability of Provisions

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

5.7 Interpretation

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

Richard G. Ramsay, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

EISSES FARMS LTD.

Witness

J. David Eisses, Director

Schedule 'A'
Property Description

Copied from Property Online on June 23, 2017

PID 55328892

All that certain lot, piece or parcel of land situate on the North side of the Ira Bill Road in Billtown, in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a survey marker set in the north limit of the Ira Bill Road at a point being the southwest corner of lands now of the Municipality of the County of Kings;

THENCE South 79 degrees 54 minutes 20 seconds West a distance of 198.00 feet along the north limit of the said Ira Bill Road to a survey marker set;

THENCE South 81 degrees 16 minutes 20 seconds West a distance of 133.00 feet along the north limit of the said Ira Bill Road to a survey marker set;

THENCE North 09 degrees 19 seconds 00 seconds West a distance of 160.00 feet to a survey marker set;

THENCE North 61 degrees 20 minutes 20 seconds East a distance of 151.83 feet to a survey marker set;

THENCE North 80 degrees 04 minutes 00 seconds East a distance of 207.02 feet to a survey marker set;

THENCE South 04 degrees 06 minutes 40 seconds East a distance of 116.17 feet to a point marked by the remains of an elm stump;

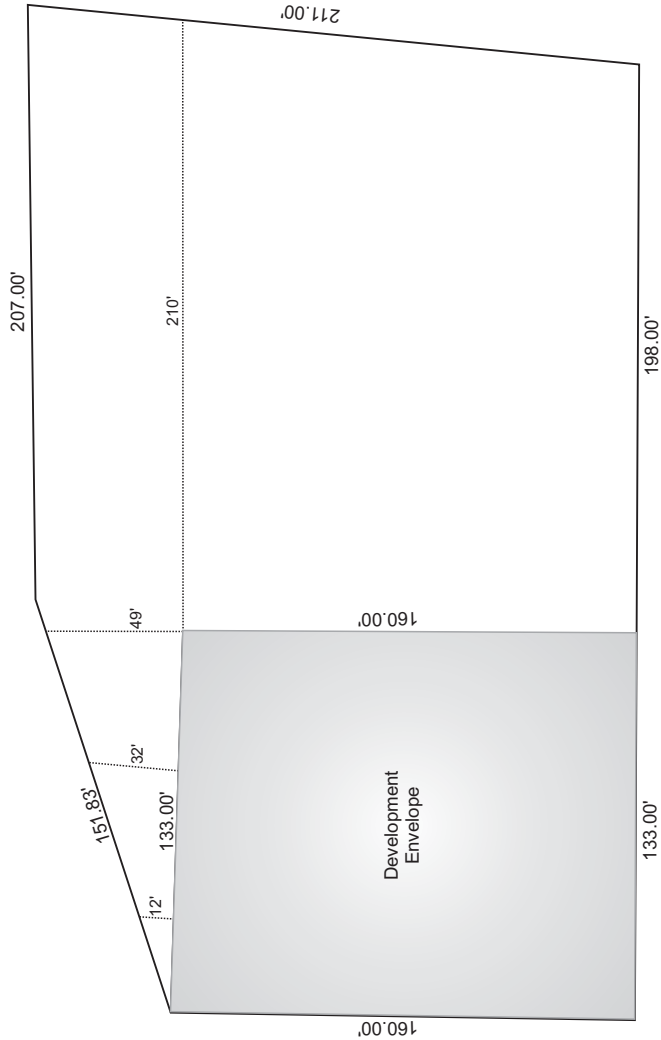
THENCE continuing on the same bearing South 04 degrees 06 minutes 40 seconds East a distance of 96.00 feet to the PLACE OF BEGINNING.

BEING AND INTENDED TO BE a consolidation of those lands shown on a Plan of Survey of Parcels A, B and C prepared by H. Kirk Hicks, N.S.L.S., dated August 21, 1980, filed in the Registry of Deeds in Kentville, Nova Scotia, as P -4241.

ALSO BEING AND INTENDED TO BE a consolidation of Parcel A C and Parcel B in a Deed conveyed to Halls Maritime Welding Ltd. By A. Lamont Hall, Sr., and Margaret A. Hall, dated November 8th, 2004, and registered in the Land Registration System as document number 81054117.

This Defacto Consolidation is exempt from the subdivision/consolidation provisions in the Municipal Government Act.

Site Plan
Eisses Farm Ltd
File # 17-03



IRA BILL ROAD

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THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing**– Application to rezone land at 965 Pickering Lane (PID# 55119382), Greenwood, from the Residential Manufactured Housing (RM) Zone to the Residential Medium Density (R4) Zone
(File#: 17-04)

From: Planning and Development Services

Date: September 5, 2017

Background

The applicant, Y.J. Kane Developments Ltd., has applied to rezone 965 Pickering Lane, Greenwood, from the Residential Manufactured Housing (RM) Zone to the Residential Medium Density (R4) Zone. The lot is currently vacant, with only the remnants of a foundation from a previous building located on the property. The applicant has proposed to construct a single storey rental building for seniors consisting of five (5) townhouse units on the subject property.

On July 11th, 2017 the application and staff report were reviewed by the Planning Advisory Committee. At this meeting, the Committee forwarded a positive recommendation to Council.

On August 1st, 2017 Municipal Council gave First Reading to the proposed amendment and forwarded it on to this Public Hearing. The proposed Land Use Bylaw map amendment 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 Land Use Bylaw map amendment by giving it Second Reading 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 – Proposed Land Use Bylaw Map Amendment

THE MUNICIPALITY OF THE COUNTY OF KINGS

AMENDMENT TO BYLAW #75

COUNTY OF KINGS LAND USE BYLAW

Map amendment to rezone the property at 965 Pickering Lane (PID 55119383), Greenwood, from the Residential Manufactured Housing (RM) Zone to the Residential Medium Density (R4) Zone

BYLAW #75 – Land Use Bylaw

1. Amend Schedule 6g, the Zoning map for the Growth Centre of Greenwood, by rezoning the property at 965 Pickering Lane (PID 55119382), Greenwood, from the Residential Manufactured Housing (RM) Zone to the Residential Medium Density (R4) Zone, as shown on the inset copy of a portion of Schedule 6g below.

