



PUBLIC HEARING

TUESDAY, JUNE 4, 2019

6:00 P.M.

Council Chambers

AGENDA

	<u>Page</u>
1. Call Meeting to Order	
2. Application to enter into a Development Agreement to permit an excavation business and related activities at 4594 Highway #12, North Alton. (File #18-09) (Will Robinson-Mushkat)	1
3. Applications to enable the relocation of an existing building and the development of a mixed-use residential-commercial building at 9209 Commercial Street, New Minas. (File 18-10) (Laura Mosher)	15
4. Application to enter into a development agreement to permit a multi-unit dwelling at 167 Sunnyside Road, Greenwich. (File #18-26) (Mark Fredericks)	31
5. Adjournment	

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THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Development Agreement

Application to enter into a development agreement to permit an excavation business and related activities at 4594 Highway 12 (PID# 55171870), North Alton

File: 18-09 (Peter Kalkman, PK Construction)

From: Planning and Development Services

Date: June 4th, 2019

Background

Peter Kalkman (PK Construction) has applied to enter into a development agreement to permit an excavation business and related activities at 4594 Highway 12 (PID# 55171870), North Alton

The application and staff report were reviewed by the Planning Advisory Committee on April 9, 2019. At this meeting the PAC forwarded a positive recommendation to Council.

On May 7, 2019 Municipal 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: Draft Development Agreement

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

BETWEEN:

Peter Kalkman and Katrena Kalkman, of North Alton, 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 4594 Highway #12, North Alton and Property Identification (PID) Number 55171870; and

WHEREAS the Property Owner wishes to use the Property for an excavation business and related activities; and

WHEREAS the Property is situated within an area designated Forestry on the Future Land Use Map of the Municipal Planning Strategy, and zoned Forestry (F1); and

WHEREAS policy 3.3.4.6 and policy 3.3.4.7 of the Municipal Planning Strategy and Section 5.2.12 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 (add date of motion), 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.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended.
- (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) *Septic Service* means a business related to the installation and maintenance of private septic systems. This business may also include the storage and rental of portable washrooms.
- (c) *Topsoil and Aggregate Mixing Operation* means a use involving the commercial processing and sale of topsoil or aggregate through a process of mixing different types of aggregate material and/or organic material.
- (d) *Excavation Operation* means a use involving heavy equipment to remove, on-site or off-site, aggregate materials, snow, maintenance and salvaging of parts and machinery used in these operations, and accessory sales of vehicles, machinery, and/or parts.
- (e) *Building and Construction Contractor* means land, a building or a portion of a building use by general purpose and specialized building and construction contractors; including, but not limited to, well drillers, plumbers, carpenters, electricians, heating and air conditioning technicians and residential and commercial cleaning.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

That 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 (as may be amended from time-to-time); and
- (b) The following uses in accordance with the terms of this Agreement:
 - i. Heavy Equipment Sales, Storage and Service
 - ii. Septic Service
 - iii. Building and Construction Contractor
 - iv. Topsoil and Aggregate Mixing Operation
 - v. Excavation Operation
- (c) Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw apply to any development undertaken pursuant to this Agreement.
- (d) The accessory buildings identified on the site plan as 'building' shall be limited to personal use, accessory to the dwelling upon the completion of the new building in the building envelope.

2.2 Site Plan

- (a) All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan;
 - a. Development Area 'A' permits only the use of signage and outdoor commercial display (aggregate, vehicles, machinery, etc.).
 - b. Remaining area outside Development Area 'A' permits all other uses enabled by the development agreement, but uses permitted in Area 'A' are prohibited.
- (b) Any future changes to Schedule B, Site Plan that would result in a change to the access and/or parking configuration must be approved by the Department of Transportation and Infrastructure Renewal or any successor body.

2.3 Architecture

- (a) A new building for the uses identified in 2.1 (b) of the agreement and all components of the new building shall be contained within the area labeled "building envelope" on the Site Plan.
- (b) The new building enabled by this Agreement shall have a maximum height of thirty-five (35) feet and shall not have entrances intended for vehicles located on any side of the building other than those facing the existing driveway located on the southwest side of the subject property.

2.4 Signs

- (a) A maximum of one ground sign shall be permitted on the property subject to the following:
 - i. The sign shall be constructed of wood and/or metal;
 - ii. Sign area shall not exceed 32 square feet;
 - iii. Sign shall not exceed 10 feet in height;
 - iv. Sign shall be located no closer than 5 feet from any lot line;
 - v. The sign shall be lighted only by lights focused on the surface of the sign, and directed away from the street and nearby dwellings ; and
 - vi. Internally illuminated sign shall be prohibited.
- (b) Signs otherwise permitted in the underlying zone shall be permitted in accordance with the Land Use Bylaw.

2.5 Appearance of Property

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

2.6 Lighting

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

2.7 Outdoor Storage and Commercial Display

- (a) Outdoor storage of derelict vehicles related to the Heavy Equipment Use shall not exceed forty (40) vehicles at one time, shall not be visible to any member of the travelling public on a public road, shall be screened from adjacent properties and shall only be permitted in the area denoted on the site plan "salvaged vehicles material storage" and the newly constructed garage.
- (b) Outdoor storage related to the Topsoil and Aggregate Mixing operation shall not exceed an area and volume of fifty (50) feet by fifty (50) feet by fifty (50) feet, per raw material (e.g. topsoil, gravel, etc.) and shall only be permitted in the area denoted on the site plan "top soil screen area" and "parking and material storage".
- (c) Outdoor commercial display related to the Topsoil and Aggregate Mixing operation shall not exceed an area and volume of six (6) feet by six (6) feet by six (6) feet in total and shall only be permitted in development area A, as denoted on the site plan.

- (d) Outdoor commercial display of vehicles and machinery shall not exceed a maximum of four (4) at any time and shall only be permitted in development area A, as denoted on the site plan.
- (e) All other forms of outdoor storage and commercial display are prohibited except for outdoor storage associated with uses permitted in the underlying zone.

2.8 Parking and Loading Areas

- (a) Parking spaces and loading areas for each use developed shall be provided in accordance with the requirements of the Land Use Bylaw for the applicable use.
- (b) Access and parking areas shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.
- (c) Parking associated with the uses identified in 2.1(b) of this Agreement shall be limited to the area denoted on the site plan as “parking and material storage”.

2.9 Access and Egress

The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, to the Municipality before receiving any Development or Building Permits for uses enabled by this Agreement.

2.10 Servicing

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

2.11 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 Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.

2.12 Hours of Operation

- (a) The hours of operation on site for the uses listed in Section 2.1 (b) of this Agreement shall be from 7:00am to 8:00pm, inclusive, on Monday through Saturday.
- (b) Vehicles stored on site for business purposes occurring off-site shall be permitted to leave and return to the property from 5:00am to 11:59pm, inclusive, on Monday through Saturday.
- (c) The uses listed in section 2.1(b) shall be prohibited to operate on Sundays and Statutory Holidays.
- (d) There shall be no restrictions on the hours of operation for the use listed in Section 2.1 (b) (v), when pertaining to snow and ice removal only.

2.13 Buffering

- (a) A natural vegetative buffer of a minimum of 30 feet surrounding the subject property and 50 feet on the north eastern and north western boundaries of the subject property shall be maintained, except along the driveway portion of the property, as indicated on the Site Plan (Schedule B) where the natural vegetative buffer is permitted to be reduced to 10 feet.
- (b) The natural vegetative buffer on the north eastern and north western boundaries of the subject property shall consist of a mixture of coniferous trees, deciduous trees, and other vegetation in order to provide year-round screening of the areas denoted on the Site Plan. The trees shall be a minimum of four (4) feet in height when initially planted and installed within one (1) year of registration of the Development Agreement.
- (c) A berm with a minimum height of eight (8) feet with vegetation planted on the top level shall be constructed on the north eastern and north western sides of the property and may form part of the required vegetative buffer.
- (d) The Existing Wooded Area, identified on the Site Plan, shall be maintained in a natural state.

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 2.1, Uses, 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) The uses permitted on the property as listed in Section 2.1 of this Agreement;
- (b) Development or expansion resulting in any change to Schedule B, Site Plan for uses specifically enabled by this Agreement. Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement;
- (c) Changes to the minimum required natural vegetative buffer surrounding the site.

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.

4.2 Drawings to be Provided

When an engineered design is required for any portion of a 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 thirty (30) 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;
- (b) The Developer shall commence construction within one (1) year, and complete all construction within three (3) years of recording this Agreement at the Registry of Deeds.
- (c) The developer shall relocate the topsoil and salvage vehicles within six (6) months of recording this Agreement.
- (d) Property shall be in full compliance of this Agreement within four (4) years of recording this Agreement 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, 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.

5.5 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.

5.6 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.

5.7 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.

5.8 Interpretation

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

5.9 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

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED

In the presence of:

**PETER KALKMAN
KATRENA KALKMAN**

Witness

Peter Kalkman

Witness

Katrena Kalkman

Schedule A

Property Description

Taken from Property Online August 3, 2018

All and singular that land and premises situate, lying and being on the South side of the New Ross Road at North Alton in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

COMMENCING at a point where the Western Boundary line of lands of John Doyle intersects the Southern boundary line of the said New Ross Road;

THENCE Southerly along the Western boundary line of lands of John Doyle for 24 rods and in a line of prolongation along the Southern boundary line of lands of Brenton Best, for a distance of 78 rods and 2 feet where said line of prolongation intersects the Northern boundary line of lands of Gardiner Dodge;

THENCE Westerly along the Northern boundary line of lands of Gardiner Dodge for a distance of 60 rods or the lands of Clayton Corbin;

THENCE Northerly along lands of Clayton Corbin for a distance of 61 rods and 8 feet to a stake driven;

THENCE Easterly for a distance of 11 rods and 8 feet to a stake driven;

THENCE Northerly for a distance of 40 rods and 12 feet or to the Southern boundary of said New Ross Road;

THENCE Easterly along the various courses of the said New Ross Road for a distance of 42 rods or to the place of BEGINNING, intending to convey 35 acres, more or less.

BEING AND INTENDED TO BE the same lands and premises as conveyed to Nellie D. Rooney, by Gardiner Dodge et ux, by Deed dated April 11, 1961, and recorded in the Registry of Deeds at Kentville, Nova Scotia, in Book 204 at Page 289.

EXCEPTING AND RESERVING THEREFROM:

1. ALL and singular the land and premises situated lying and being in the South Side of the New Ross Road in the County of Kings and Province of Nova Scotia and more particularly bounded and described as follows:

BEGINNING at the intersection of the Westerly Boundary of land owned by John Doyle and the Southerly Limits of the Highway leading from Kentville to New Ross;

THENCE Westerly along said Southerly road limits 200.0 feet to an iron pipe planted being the point of commencement;

THENCE continuing along said road limits South 64 degrees 25 minutes West, a distance of 200.0 feet to an iron pipe planted.

THENCE South 21 degrees 15 minutes East, a distance of 401.0 feet to an iron pipe planted;

THENCE North 64 degrees 25 minutes East, a distance of 200.0 feet to an iron pipe planted.

THENCE North 21 degrees 15 minutes West, a distance of 401.0 feet to the point of commencement, containing by admeasurement 1.8 acres.

2. All that certain lot, piece or parcel of land situate, lying and being on the south side of the New Ross Road, in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

Commencing at the intersection of the Easterly boundary of lands of Bill Ward on the Southerly limits of the New Ross Road to Kentville Highway;

THENCE South 21 degrees 15 minutes East a distance of 401.0 feet to the Southeast corner of said Bill Ward lands;

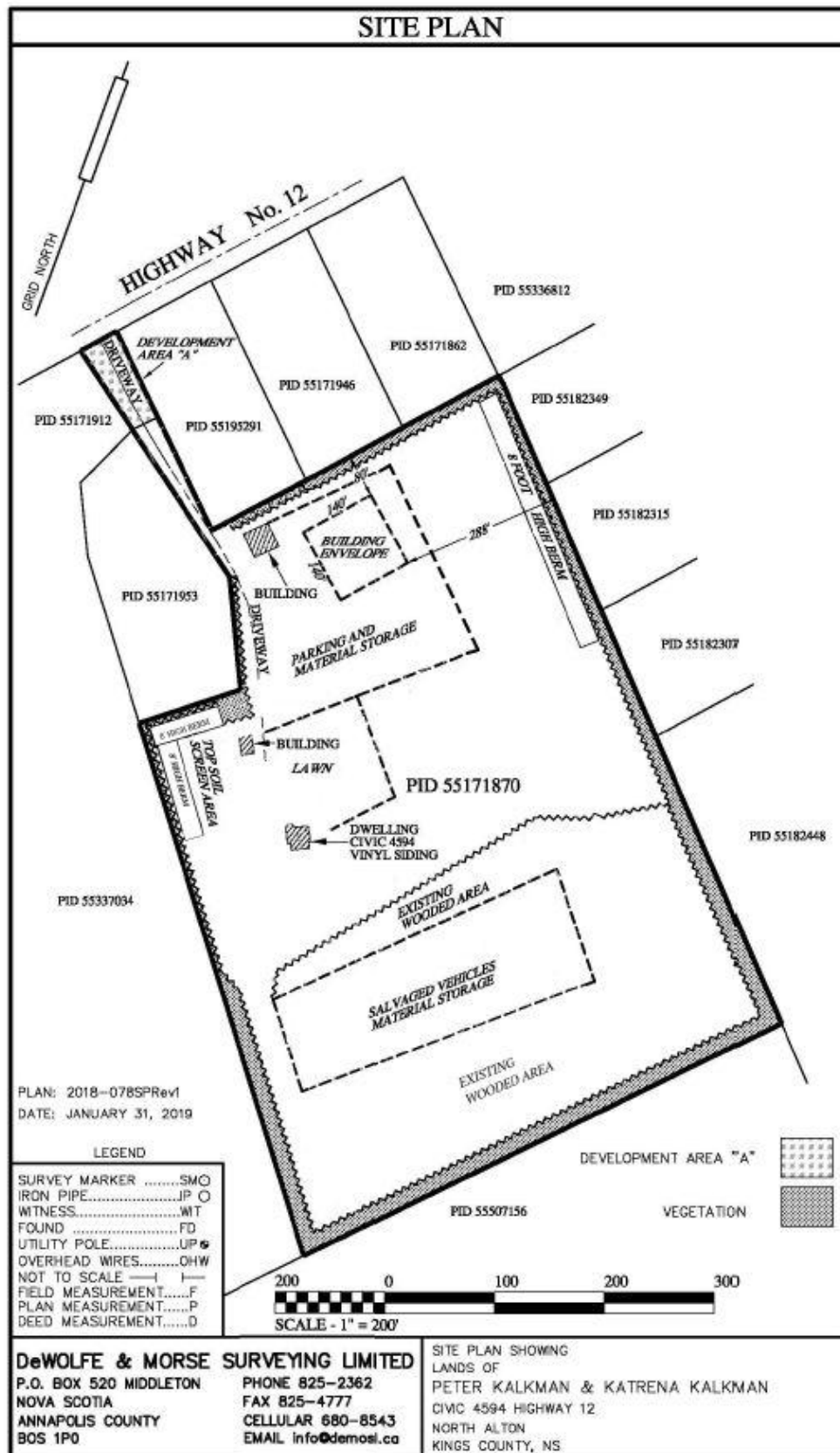
THENCE North 64 degrees 50 minutes East a distance of 200.00 feet to the lands of John Doyle;

THENCE North 21 degrees 15 minutes West following said John Doyses Westerly boundary 401.0 feet to the said southerly highway limits;

THENCE South 64 degrees 50 minutes West along said southerly limits 200.0 feet to the point of commencement, containing by admeasurement 1.8 acres.

3. Lot C as shown on an approved Plan of Survey dated April 15, 1976 prepared by H.B. Smith showing Parcel C, being a part of the Lands of Nova Scotia Farm Loan Board, North Alton, Kings County, NS, and recorded at the Kings County Registry of Deeds office on November 1, 1977 as Plan number P-2872.

Schedule B - Site Plan



AFFIDAVIT OF CLERK, MUNICIPALITY OF THE COUNTY OF KINGS

I, Janny Postema of Canning, Kings County, Nova Scotia make oath and swear that:

1. I am the Clerk of the Municipality of the County of Kings (the “Municipality”) and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the *Municipal Government Act*, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the *Income Tax Act* (Canada).

SWORN TO at Kentville, in Kings County,
Nova Scotia, on _____ (date),
before me:

_____ (signature)

(name)

A BARRISTER/COMMISSIONER OF
THE SUPREME COURT OF NOVA SCOTIA

Janny Postema, Clerk

I CERTIFY that on this date Janny Postema personally came before me and swore under oath the foregoing Affidavit.

____ (signature)

_____ (name)
A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Map and text amendment to the New Minas Land Use Bylaw and Development Agreement**

Applications to permit the relocation of an existing building and the development of a mixed-use commercial-residential building at 9209 Commercial Street, New Minas (PID 55210421)
File: 18-10

From: Planning and Development Services

Date: June 4, 2019

Background

Issam Kadray has applied to amend the map and text of the New Minas Land Use Bylaw and to enter into a development agreement to permit the relocation of an existing building and the development of a mixed-use commercial-residential building at 9209 Commercial Street, the former New Minas Village Commission building. The existing building on site is proposed to be relocated and repurposed for commercial uses and the development of a new mixed-use building containing commercial uses at grade and up to 40 residential units is also proposed.

The application and staff report were reviewed by the New Minas Area Advisory Committee on April 1, 2019 and forwarded positive recommendations to the Planning Advisory Committee. The Planning Advisory Committee reviewed the applications on April 9, 2019 and also forwarded positive recommendations to Council. On May 7th, 2019 Council gave First Reading to the Land Use Bylaw amendments and Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed amendments are attached as Appendix A and B and the proposed development agreement is attached as Appendix C.

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 – Map Amendment

THE MUNICIPALITY OF THE COUNTY OF KINGS

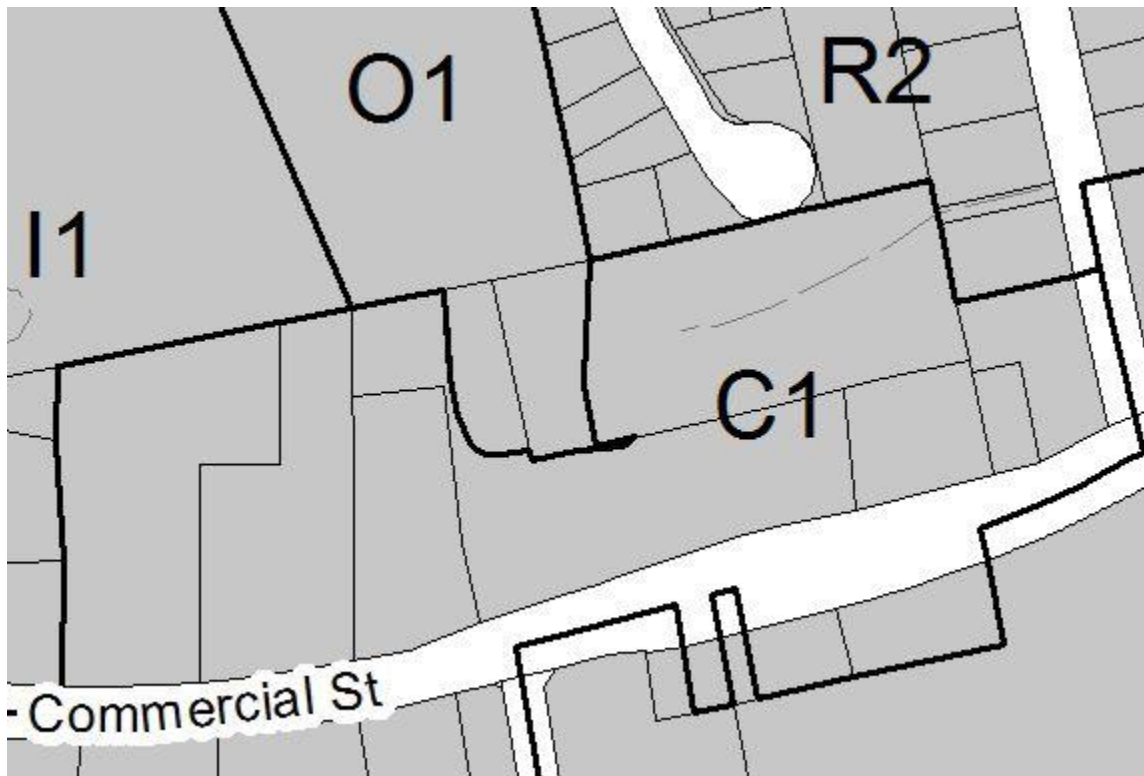
AMENDMENT TO BYLAW # 57

NEW MINAS LAND USE BYLAW

**Land Use Bylaw Map Amendment to rezone the property at 9209 Commercial Street
(PID 55421210), New Minas from the Environmental Open Space to the
Major Commercial I (C1) Zone**

BYLAW 57 – NEW MINAS LAND USE BYLAW

1. Amend Land Use Bylaw Schedule 11g, the Growth Centre map for New Minas, to rezone the property at 9209 Commercial Street as shown on the inset copy of a portion of Schedule 11g below.



Appendix B – Text Amendment

THE MUNICIPALITY OF THE COUNTY OF KINGS

AMENDMENT TO BYLAW # 57

NEW MINAS LAND USE BYLAW

Land Use Bylaw Text Amendment to increase residential floor area permissions in the Major Commercial I (C1) Zone

1. Replace the text in section 5.5.2.1 a.
 - * deleted text shown in ~~strike through~~
 - * added text shown **highlighted** for emphasis

SPECIAL REQUIREMENTS IN C1 ZONE

5.5.2 Any permitted use in any C1 Zone must comply with the following special requirements:

Accessory Residential Uses

5.5.2.1 Accessory residential uses are permitted provided:

- a. ~~The dwelling floor area does not exceed the commercial floor area;~~
Dwelling units are located behind or above commercial uses;
- b. The dwelling units are contained in the main building constituting the commercial use, except for a detached dwelling in existence on the lot prior to the development of the commercial use.

Appendix C – Development Agreement

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

BETWEEN:

Kadray Holdings Inc., of Bedford, 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 55210421; and

WHEREAS the Property Owner wishes to use the Property for mixed-use commercial-residential development; and

WHEREAS the Property is designated Business and Parks and Open Space on the Future Land Use Map of the New Minas Sector Plan, and zoned Environmental Open Space (O1) and Major Commercial I (C1) and is located within Well Capture Protection Zone B on the Zoning Map of the New Minas Land Use Bylaw; and

WHEREAS policy 2.10.3.3.2 and 2.3.10 of the New Minas Sector Plan and section 3.1.33 b. of the New Minas 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, Land Use Bylaw and Subdivision Bylaw

- (a) *New Minas Sector Plan* means Bylaw 42 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (b) *New Minas Land Use Bylaw* means Bylaw 57 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on October 26, 1995, as amended, or successor by-laws.

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Pedestrian Walkway* means a pathway, which may include stairs, ramps or passageways, made of a hard, stable surface and which is kept clear of debris, snow and ice to facilitate the movement of pedestrians.
- (c) *Mixed Use Building* means a building containing both commercial and residential uses.
- (d) *Relocated Building* means a building existing on the Property at the time of registration of this Agreement and proposed to be relocated to the Relocated Building Envelope as identified on Schedule B, Site Plan to this Agreement.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The use of the Property shall be limited to:

- (a) A Mixed Use Building located wholly within the Mixed Use Building Envelope, including any balconies, canopies or other architectural elements, as identified on Schedule B, Site Plan and consisting of the following:
 - i. Commercial uses on the ground floor as listed in section 2.1(c) of this agreement; and

- ii. Up to 40 residential units located above commercial uses with the exception of an area on the ground floor providing access to residential units.
- (b) A new or relocated building located wholly within the Relocated Building Envelope as identified on Schedule B, Site Plan and used for commercial uses as identified in section 2.1(c) of this Agreement;
- (c) The following light commercial uses:
 - Bakery shops
 - Business Offices
 - Day Care Facilities
 - Dental Laboratories
 - Dressmaking and Tailoring
 - Financial Institutions
 - Laundromat
 - Personal Service Shops
 - Photography Studios
 - Restaurants
 - Retail Stores
 - Service Shops

2.2 Site Plan

All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan.

2.3 Development Standards

- (a) The Property Owner shall construct the Mixed Use Building in conformance with the minimum lot area, maximum lot coverage, maximum height, minimum lot frontage, and minimum yard requirements of the Residential Multiple Family (R3) Zone within the New Minas Land Use Bylaw, or a comparable medium density multi-unit residential zone in any successor documents.
- (b) Accessory buildings shall be subject to the requirements of the Major Commercial I (C1) Zone of the New Minas Land Use Bylaw or a comparable general commercial zone in any successor document.

2.4 Pedestrian Access

- (a) The Property Owner shall develop on the Property pedestrian walkways as identified on Schedule B, Site plan to provide safe access for pedestrians to and within the Property. Where located on a paved area, pedestrian walkways shall be differentiated from parking areas through the use of paint or alternative paving materials.
- (b) The pedestrian walkway accessing the proposed amenity area shall have a minimum width of 3 feet.

- (c) A pedestrian walkway, with a minimum width of 3 feet shall be provided along the front and side walls of the Mixed Use Building and shall be wholly contained within the Mixed Use Building Envelope.

2.5 Subdivision

An unused portion of the Property east of the Mixed Use Building may be subdivided, provided all provisions within this Agreement and all provisions of the underlying zone in the in force Land Use Bylaw and Municipal Subdivision By-law are met. Once a plan of subdivision has been approved as per this section, the Municipality and the Property Owner agree that this Agreement shall be discharged from the portion of the Property that has been subdivided.

2.6 Amenity Area

The Property Owner shall provide amenity areas on the property in accordance with the following:

- (a) Each residential unit within the Mixed Use Building shall be provided with a private patio, balcony, or deck with an area no less than 50 square feet and wholly located within the Mixed Use Building Envelope.
- (b) A designated amenity area suitable for open space/leisure activities for the residential use, measuring no less than 4,000 square feet in area, shall be provided as identified on Schedule B, Site Plan. The amenity area shall be developed with hardscaping or grassed area and shall include benches or other seating options and shall be maintained in a useable state.
- (c) All undeveloped areas of the Property not used for buildings, driveways or parking shall either be maintained in a natural forested state or landscaped with grass, trees, flowers, or decorative stone work.

2.7 Appearance of Property

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

2.8 Lighting

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

2.9 Outdoor Storage

Outdoor storage on the Property is not permitted and the Property Owner shall ensure that any storage of waste or yard equipment shall be entirely within an accessory

building(s), or other suitable receptacle(s) that do not compromise driveways, parking areas or safety.

2.10 Parking

The Property Owner shall provide on-site parking in accordance with the following:

- (a) Residential parking shall be provided in accordance with the parking requirements of the Residential Multiple Family (R3) Zone of the New Minas Land Use Bylaw, or comparable medium density multi-unit residential zone in any successor document; and
- (b) Commercial parking shall be provided in accordance with the parking requirements of the Major Commercial I (C1) Zone of the New Minas Land Use Bylaw, or comparable general commercial zone in any successor document.

2.11 Access and Egress

- (a) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, to the Municipality before receiving any development or building permits for uses enabled by this Agreement; and
- (b) The property owner is responsible for supplying engineered access designs if required by Nova Scotia Transportation and Infrastructure Renewal, or any successor body.

2.13 Erosion and Sedimentation Control and Drainage

- (a) Submission of a detailed drainage report and plan for the entire Property shall be required prior to the issuance of Development Permits or Building Permits, in accordance with the Municipal Specifications and as approved by the Municipal Engineer.
- (b) During any site preparation or building construction all exposed soil shall be stabilized immediately 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.
- (c) Adequate measures shall be taken by the Property Owner to contain within the site all silt and sediment created during construction according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents.

2.14 Servicing

The Property Owner shall be responsible for providing adequate water services and wastewater disposal services to the standards of the authority having jurisdiction and that these services will be provided at the Property Owner's expense.

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, 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 of this Agreement; and
 - (b) development generally not in accordance with Schedule B, Site Plan
- 3.4 Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over or adjacent to the Property, registration of the deed reflecting the conveyance shall be conclusive evidence that this Agreement shall be discharged as it relates to the public street, 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

- (a) No construction or use may be commenced on the Property for a use enabled by this Agreement, nor a building relocated, until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required; and
- (b) A Development Permit shall not be issued for the construction of the Mixed Use Building until the existing building on the property is relocated to the Relocated Building Envelope.

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 180 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 develop the Mixed Use Building within seven (7) years of this Agreement being recorded at the Registry of Deeds.
- (c) The Property Owner shall be in complete compliance with the Amenity Area, and Parking provisions of this Agreement within one year of receiving an Occupancy Permit for the Mixed Use Building.

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 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

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

KADRAY HOLDINGS INC

Witness

Issam Kadray, President

Schedule A – Property Description
Accessed on Property Online February 15, 2019

ALL that certain parcel of land lying, being and situate on the north side of Commercial Street, Village of New Minas, being more particularly bounded and described as follows:

BEGINNING at a survey marker shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz & Seamone number D658, the survey marker being found where the southwest corner of land of Barney and Thelma Bishop as conveyed in Book 188, page 86 and Book 197, page 394 intersects the north bound of Commercial Street, Village of New Minas as sown on the aforementioned plan;

THENCE South 76 degrees 36 minutes 30 seconds West a distance of 90.23 feet to a survey marker found as shown on the Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz & Seamone number D658;

THENCE South 70 degrees 31 minutes 13 seconds West a distance of 215.54 feet to an iron pipe found as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE South 77 degrees 24 minutes 16 seconds West a distance of 70.0 feet to an iron pipe found as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE South 67 degrees 17 minutes 46 seconds West a distance of 108.98 feet to a point as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE North 13 degrees 53 minutes 36 seconds West a distance of 100.0 feet to a survey marker found as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE North 07 degrees 36 minutes 23 seconds West a distance of 197.0 feet to a survey marker place as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE South 82 degrees 28 minutes 53 seconds West a distance of 115.0 feet to a survey marker place as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE North 00 degrees 57 minutes 28 seconds West a distance of 110.0 feet to a survey

marker found as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE North 77 degrees 56 minutes 09 seconds East a distance of 175.47 feet to a survey marker found as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE South 14 degrees 06 minutes 44 seconds East a distance of 228.85 feet to an iron pipe found as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560;

THENCE North 75 degrees 54 minutes 22 seconds East a distance of 70.23 feet to an iron pipe found as shown on Plan of Survey entitled "Plan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS" and bearing Hiltz and Seamone number D658;

THENCE North 76 degrees 24 minutes 14 seconds East a distance of 236.73 feet to an iron pipe found as shown on Plan of Survey entitled APlan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS@ and bearing Hiltz and Seamone number D658;

THENCE North 75 degrees 00 minutes 37 seconds East a distance of 90.53 feet to an iron pipe found as shown on Plan of Survey entitled APlan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS@ and bearing Hiltz and Seamone number D658;

THENCE South 04 degrees 55 minutes 25 seconds East a distance of 148.63 feet to a survey marker found as shown on Plan of Survey entitled APlan of Survey Showing Lands of the Village of New Minas, Commercial St., New Minas, NS@ and bearing Hiltz and Seamone number D658 being the place of beginning;

BEING AND INTENDED TO BE Lot 1-A as shown on plan of subdivision recorded at the Registry of Deeds/Land Registration Office for the District of Kings as Plan P8560.

BENEFITS

TOGETHER with an easement/right-of-way as described in Document 98151591 as recorded on April 15, 2011.

BURDEN

SUBJECT TO the granted easement/right of way (burden)] created by the Grant of Storm Sewer Easement dated August 29, 2017, recorded in the Land Registration Office for Kings County, Nova Scotia as Document No. 111326329 on August 30, 2017; this instrument contains the usage details of this easement in full text.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

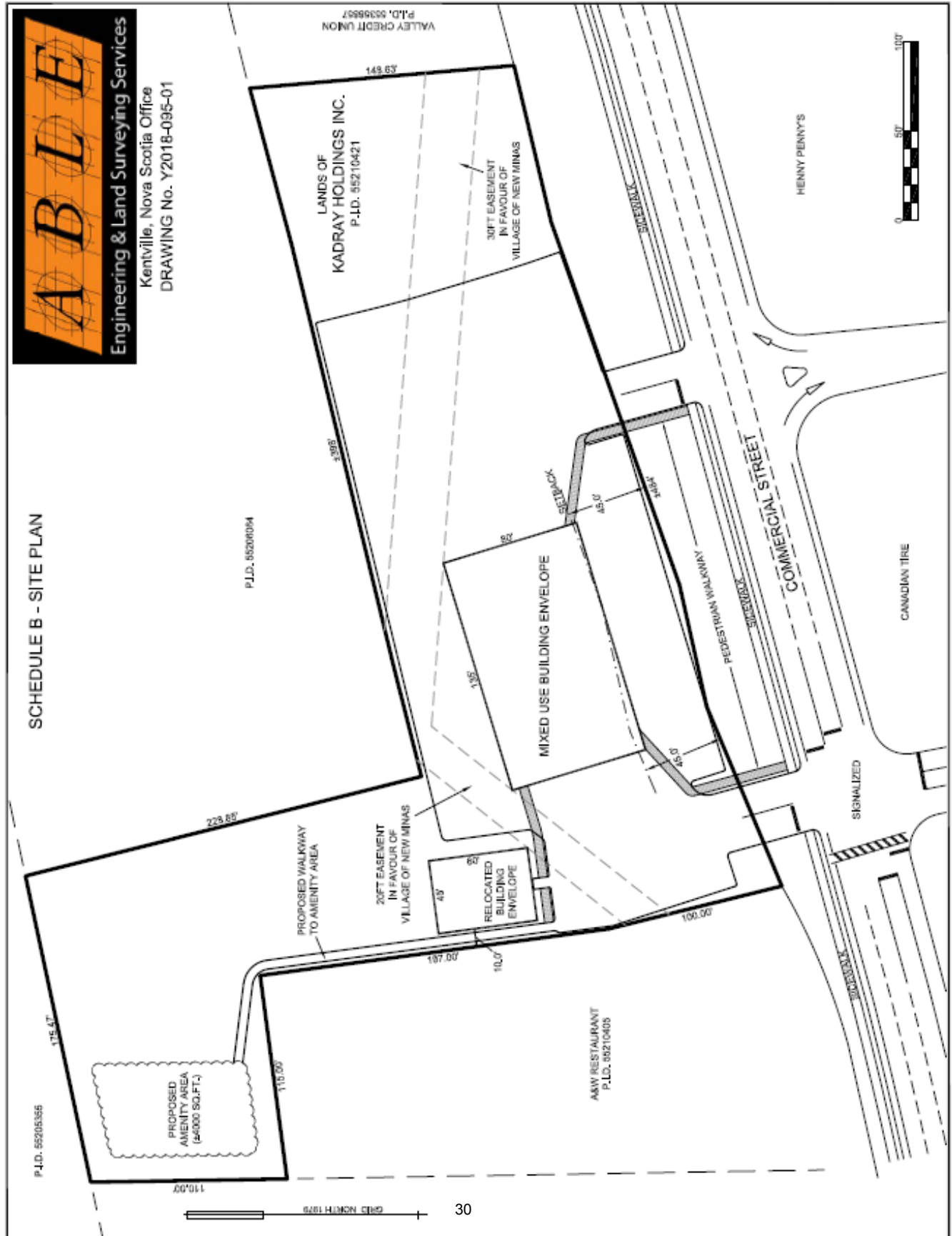
Registration District: KINGS COUNTY

Registration Year: 1991

Plan or Document Number: P8560

DRAFT

Schedule B – Site Plan



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Application to enter into a development agreement to permit a multi-unit dwelling at 167 Sunnyside Road, Greenwich.
(PID 55525620)
File 18-26

From: Planning Services

Date: June 4, 2019

Background

Carman and Tina Hillier have applied to enter into a development agreement to permit a multi-unit building at 167 Sunnyside road where they own an existing 2 unit building and they are requesting permission to add 2 additional units to the building. Council can consider multi-unit residential dwellings in Hamlets like Greenwich through a site-specific development agreement. This offers development controls that help to reduce conflicts with surrounding lower density uses.

On April 9, 2019 the Planning Advisory Committee reviewed the staff report and recommendation and made a positive recommendation to Council regarding this application.

On May 7, 2019 Municipal Council gave initial consideration to the proposed development agreement and forwarded it onto 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.

BETWEEN:

Tina Hillier and Carman Hillier, of Greenwich, 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 167 Sunnyside Road, Greenwich and Property Identification (PID) Number 55525620; and

WHEREAS the Property Owner wishes to use the Property for a Multi-Unit dwelling.

WHEREAS the Property is situated within an area designated Hamlet Residential (HR) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Hamlet Residential (R7); and

WHEREAS 3.6.7.8 of the Municipal Planning Strategy and 5.2.3 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 (add date of motion), 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.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on September 5, 1995, as amended.

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.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) A Multi-Unit Dwelling (expansion of the existing building) to a maximum of 4 residential units, in accordance with the terms of this Agreement, and in general conformity with the site plan
- (b) Those uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time-to-time); except for additional residential units above what is permitted in section 2.1 (a) above, and
- (c) Accessory structures and uses permitted by the underlying zoning in the Land Use Bylaw (as may be amended from time-to-time)

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 Site Plan

The property shall be developed in general conformance with Schedule 'B' – Site Plan. The use permitted in 2.1 (a) shall be limited to the area identified as *Building Envelope for Proposed 2* unit on the Site Plan. Future alterations to the Site Plan that result in any change to vehicular access to the Property shall be approved by the road authority.

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.

2.4 Subdivision

- (a) Subdivision that would reduce the total land area of the Property is not permitted.
- (b) Other subdivision of the Property shall comply with the requirements of the Subdivision Bylaw as may be amended from time-to-time.

2.5 Parking

For the use permitted in section 2.1 (a), the Property Owner shall provide parking at a minimum rate of 1.5 spaces per residential unit, located generally as indicated on the site plan.

2.6 Amenity Area

- (a) The Property Owner shall provide an outdoor amenity area or amenity areas comprising a minimum of 100 square feet per residential unit, and may be located as shown on the Site Plan.
- (b) The amenity area(s) shall be landscaped with a combination of grass, trees, flowers, or decorative stonework, all of which are designed to meet the outdoor leisure needs and privacy of residents.
- (c) The amenity area(s) may be divided and reserved for the exclusive use of specific dwelling units, provided each dwelling unit is allocated a minimum of 100 square feet of outdoor amenity area.

2.7 Water and Sewer

- (a) The Property Owner is responsible for providing adequate on-site water services to the standards of the authority having jurisdiction.
- (b) Prior to obtaining a Development Permit for a multi unit dwelling, the property owner shall obtain the necessary approval from the authority having jurisdiction for an on-site septic system.

- (c) If central water/sewer services become available in this location, the Property Owner may connect at their expense.

2.8 Architecture

- (a) The Property Owner shall ensure any development permitted in section 2.1 (a) is built with a pitched roof and has a maximum height of 35 feet.
- (b) Accessory structures and uses are limited in height, by the underlying zoning (as may be amended from time-to-time).

2.9 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 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 2.1, 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) The uses permitted in Section 2.1

- 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.

4.2 Drawings to be Provided

When an engineered design is required for any portion of a 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 Expiry Date

The Property Owner shall sign this Agreement within 120 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.

5.5 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.

5.6 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.

5.7 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.

5.8 Interpretation

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

5.9 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

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

**TINA HILLIER AND
CARMAN HILLIER**

Witness

Tina Hillier

Witness

Carman Hillier

Schedule A
Property Description

Registration County: KINGS COUNTY

Street/Place Name: SUNNYSIDE ROAD /GREENWICH

*Title of Plan: PLAN OF S/D LANDS OF CARMAN & TINA HILLIER PID NO 55525612 LOT 114
TO FORM PARCEL A & LOT 118 PARCEL A TO BE AN ADDITION TO PID NO 55525620 LOT
214 TO FORM LOT 218 AT GREENWICH*

Designation of Parcel on Plan: LOT 218

Registration Number of Plan: 113947254

Registration Date of Plan: 2019-01-29 14:29:51

**** Municipal Government Act, Part IX Compliance ****

Compliance:

*The parcel is created by a subdivision (details below) that has been filed under the Registry Act
or registered under the Land Registration Act*

Registration District: KINGS COUNTY


Registration Year: 2019

Plan or Document Number: 113947254

Schedule B
Site Plan
(See following page)

GRID NORTH

LANDS OF
SHERDON DEVELOPMENTS LIMITED
P.I.D. 55354575



ABLE
Engineering & Land Surveying Services
Kentville, Nova Scotia Office
DRAWING No. Y2017-101-02