

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO COUNCIL

Subject: Planning Items

Date: July 3, 2018

A	Appointment of Responsible Organization and Citizen Members to the Centreville Area Advisory Committee (File E-1-2)	Be it resolved that Municipal Council appoint John ‘Jack’ Waterbury and Kimberley Foote, members of the Centreville District Community Development Association, to sit on the Centreville Area Advisory Committee for a one (1) year term. <u>Report Attached</u>
B	Application for a development agreement to permit tourist accommodations, tourist cabins and an event venue at 440 Canaan Road, Nicholasville (File 18-03)	Be it resolved that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit tourist commercial facilities and an event venue at 440 Canaan Road, Nicholasville, which is substantively the same (save for minor differences in form) as the draft set out in Appendix E of the report dated June 12, 2018. <u>Report Attached</u>
C	Public Hearing Date	August 7, 2018 – 6 p.m.

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO PLANNING ADVISORY COMMITTEE

Subject: Appointment of Responsible Organization Members and Citizen Members to the Centreville Area Advisory Committee
File E-1-2

From: Planning and Development Services

Date: June 12, 2018

Issue

The Centreville District Community Development Association (CDCDA) is requesting the appointment of two of its members, John 'Jack' Waterbury and Kimberley Foote to sit on the Centreville Area Advisory Committee. The letter from the Centreville District Community Development Association is attached.

Recommendation

The Planning Advisory Committee recommends that Council appoint John 'Jack' Waterbury and Kimberley Foote, members of the Centreville District Community Development Association, to sit on the Centreville Area Advisory Committee for a one (1) year term.



Centreville
Kings County
Nova Scotia
A Good Place to
Live and Grow

Centreville District Community Development Association
1000 Sherman Belcher Road
Centreville NS B0P 1J0

May 24, 2018

Planning and Development Services
Municipality of the County of Kings
PO Box 100
87 Cornwallis Street
Kentville NS B4N 3W3

To Whom It May Concern:

Following the Annual General Meeting held May 23, 2018, the Centreville District Community Development Association (CDCDA) requests that the Planning Advisory Committee recommend to Municipal Council the appointment of the following to sit on the Centreville Area Advisory Committee:

CDCDA members 2018-2019
(1-year term)

John 'Jack' Waterbury
Kimberley Foote

The following members-at-large have one year remaining in their terms of office:

Members at Large 2017-2019
(2-year term)

James 'Jim' Hoyt
Beverley Greening

Sincerely,

Anne-Marie Waterbury,
Secretary CDCDA



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

Application: Application to enter into a development agreement to permit an tourist accommodations, tourist cabins and an event venue at 440 Canaan Road, Nicholsville (PID 55526461) (File 18-03)

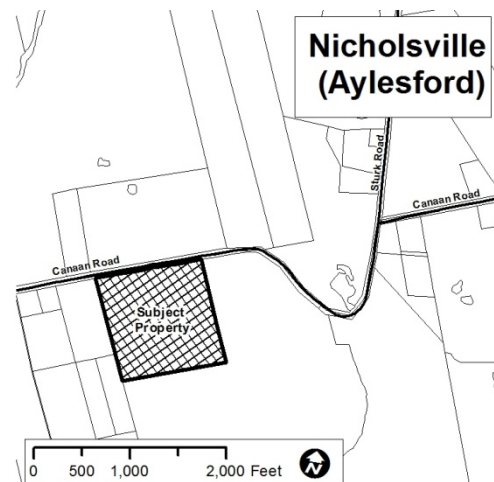
Date: June 15, 2018

Prepared by: Planning and Development Services

Applicants	Michelle and Jason Dingwall
Land Owner	Michelle and Jason Dingwall
Proposal	To develop tourist accommodations, tourist cabins and an event venue
Location	440 Canaan Road, Nicholsville, NS PID 55526461
Lot Area	Approximately 28 acres
Designation	Forestry (F) Designation
Zone	Forestry (F1) Zone
Surrounding Uses	Residential, Agriculture, Salvage Yard, Rural Industrial
Neighbour Notification	Letters were sent to the 10 owners of property within 500 feet of the subject property notifying them of the Public Information Meeting (PIM).

1. PROPOSAL

Michelle and Jason Dingwall have applied for a development agreement to allow for tourist accommodations, tourist cabins and event venue on their property located at 440 Canaan Rd., Nicholsville. They intend to run the inn from their existing home and the event venue out of their existing barn. The proposed tourist cabins will be new construction.



2. OPTIONS

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

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

3. BACKGROUND

The property located at 440 Canaan Road was owned by the Sturk family from 1845-2015. For many years it functioned as a cattle farm under the name Maple Glade Farm. The main barn was built in 1912 and was last used for cattle in 1996. The former owner of the property recalls many newlyweds visiting the land for photos due to the panoramic views of the Annapolis Valley, beautiful maple grove and heritage buildings on the site.

The applicants purchased the property in 2015 and wish to run a commercial tourist operation on the site by offering different forms of tourist accommodations and re-purposing the old barn to host weddings and other special events. Through the Land Use Bylaw's Temporary Commercial Use regulation, which permits one special event to take place on a property per calendar year, a few special events have already been successfully hosted on the site.

4. INFORMATION

4.1 Site Information

The subject property is located on the south side of Canaan Road, between Sturk Road and Victoria Road. It falls within the community of Nicholsville, but is also very close to the community of Morristown. The area surrounding the subject property is dominated by forested land with some residential, agricultural and industrial uses spread throughout (see Zoning Map attached as Appendix A). The subject property is predominantly fields, with some forested areas. In addition to the farm house and barn, there are a few old storage buildings on the site. The house and barn are at a high point of land which slopes down toward Canaan Road. The area behind the house and barn appears to be relatively flat.



4.2 Site Visit

A Planner and Development Officer visited the subject property on February 27, 2018. At this time, one of the applicants was available to discuss in more detail their intentions for the subject property with staff.

4.3 Public Information Meeting

Council's Planning Policy PLAN-09-001 requires a Public Information Meeting (PIM) for all new uses which are to be considered by development agreement. The required Public Information Meeting was held on April 10, 2018 in the Council Chambers of the Municipal Complex with 16 members of the public in attendance. The complete notes from the PIM are attached as Appendix B.

4.4 Request for Comments

Comments were requested from the following groups with the results as described:

4.4.1 Department of Transportation and Infrastructure Renewal

The Department of Transportation and Infrastructure Renewal has issued a permit for the proposed new uses on the property.

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

- EPW indicated that, whether through this process, or another provincial or municipal approval process, that it be determined if the private septic system is adequate for the change of use on the property.

4.4.3 Nova Scotia Environment

Nova Scotia Environment did not respond to planning staff's request for comments.

4.4.4 Municipal Business Development Specialist

The Municipal Business Development Specialist has indicated that this proposal could result in substantial direct and indirect impacts to the economy as well as direct benefits to the Municipality from increased tax revenue and revenue generated through the necessary development and building permits. He suggests that the small-scale, seasonal nature of the proposed operation makes its success dependent on both the tourist accommodations as well as the event venue. Mr. Strickland notes, "To be economically viable, both types of activities would be required. The inn and cabins would not be successful without the event venue. The remote location is a significant factor. The inns and cabins help support the additional revenue by eliminating the wedding party, hosts and some guests leaving the site to stay elsewhere. The convenience of having onsite accommodations would be a value added feature to help market the business."

4.4.5 Building and Enforcement Services

Terry Brown, Manager of Building and Enforcement Services was asked about whether any permits were issued on this property in recent years and whether there were any concerns, from a building code perspective, regarding the proposed use. Mr. Brown was also asked to confirm whether there was adequate coverage from local fire departments for emergency purposes. Mr. Brown provided the following comments:

- A building permit was issued in 2017 for the replacement of the floors and the electrical wiring in the barn. The permit was closed in early 2018.
- It was indicated that, if there is water running to the barn, where washrooms will be required to be installed for the guests of the event venue. Otherwise, portable toilets are appropriate.
- The building code will require upgrades to the tourist accommodation use should there be more than 10 individuals sleeping in the dwelling including fire alarm systems, exits, washrooms and barrier free access.
- There is adequate fire coverage for the proposed uses.

4.5 **Draft Municipal Planning Strategy/Land Use Bylaw Analysis**

The draft Municipal Planning Strategy currently being considered for adoption contains a set of Tourism Policies that direct Council to encourage and promote opportunities for visitor-oriented businesses in the Municipality. These policies include the ability for Council to consider visitor-oriented proposals for uses such as lodging, restaurants, event venues and other types of special attractions by development agreement within the Municipality's rural designations.

5. **POLICY REVIEW**

5.1 **Ability to enter into a Development Agreement**

Section 5.4.1 of the Land Use Bylaw states that "Tourist commercial uses for lodging, food services and ancillary uses in accordance with the policies of the Municipal Planning Strategy Section 4.4.8 and the provisions of the Land Use Bylaw Section 10.1.5 within the Forestry (F1) Zone, Country Residential (R6) Zone, and the Hamlet Historic Residential (R9) Zone" will be considered by development agreement. Policy 3.3.2.8 f. of the Municipal Planning Strategy also provides direction for Council to consider the provision of tourist commercial facilities within the Forestry Districts. Policy 4.4.8.5 of the Municipal Planning Strategy provides the policy direction and criteria for approving proposals for tourist commercial facilities by development agreement.

5.2 **Relevant Land Use Bylaw Regulations**

Section 10.1.5 I outlines general provisions for all tourist commercial development in rural zones. These regulations are intended to apply to tourist commercial developments that are regulated through as-of-right permitting as well as those considered by development agreement. Section 10.1.5.1 specifies signage requirements for all tourist commercial developments. The

maximum sign area and maximum number of signs permitted through these regulations has been reflected in the draft development agreement with the exception of the prohibition of internally illuminated signs. Section 10.1.5.2 specifies parking requirements for all tourist commercial developments. The location, minimum number and parking area treatment criteria have also been reflected in the draft development agreement.

5.3 Relevant Municipal Planning Strategy Policies

Tourist Commercial Facilities Policies

Within the MPS Council acknowledges the benefits of tourism development within the Municipality. Section 4.4.1.4 states Council's objective "to provide opportunities for expanded tourism development and encourage tourist-related commercial uses." Section 4.4.8.5 of the MPS allows Council to consider large-scale tourism commercial uses such as tourist cabins and full-service restaurants in most rural areas of the County through development agreement. Staff reviewed this application against the evaluation criteria contained in MPS Section 4.4.8.5. The criteria include requirements for architectural compatibility, buffering, landscaping and ground water protection (see Appendix C for more detail).

General Policies

Planning in the Municipality is guided by a series of general goals that are outlined in Section 1.3.1 of the Municipal Planning Strategy (MPS). One of the main goals in this list is: to facilitate a broad economic base. Some of the ways Council intends to fulfill this goal are by supporting the continued growth of the agricultural industry and providing opportunities for expanded industrial, commercial and tourism development.

5.4 General Development Agreement Policies

Municipal Planning Strategy section 6.3.3.1 contains the criteria to be used when considering all development agreement proposals (see Appendix D for more detail). These consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy. The proposal meets the general criteria in that it will not result in any costs to the Municipality, raises no concerns in terms of traffic or access, is suitable for the development and appears to be free of hazards, will be serviced by a private on-site septic system, is compatible with adjacent uses, and raises no concerns regarding emergency services.

MPS subsection 6.3.3.1 (c) specifies a number of controls a development agreement may put in place in order to reduce potential land use conflicts. The draft development agreement implements controls on the permitted uses, maintenance of the property, parking, signage, lighting, buffering and the hours of operation.

6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The draft development agreement has been attached as Appendix E to this report. The main content of the proposed development agreement includes:

Draft Development Agreement Location	Content
2.1	specifies that development must be in general conformance with the attached site plan
2.2	regulates the uses permitted on the site
2.3	regulates signs
2.4	regulates appearance of the property
2.5	regulates exterior lighting
2.6	regulates parking
2.7	regulates access and egress
2.8	includes architectural controls
2.9	regulates buffering
2.10	addresses servicing
2.11	regulates hours of operation
2.12	addresses erosion and sediment control
3.3	<p>substantive matters in a development agreement are those that would require the entire process, including a public hearing, in order to change them within the development agreement.</p> <p>In the draft development agreement the only substantive matters are the uses regulated in Section 2.2 of the development agreement.</p>

7. CONCLUSION

Staff have reviewed the application for consistency and compliance with the MPS including the policies for tourist commercial facilities. Since the terms of the draft development agreement are in keeping with and carry out the policies of the MPS, Staff are forwarding a positive recommendation to the Planning Advisory Committee.

8. STAFF RECOMMENDATION

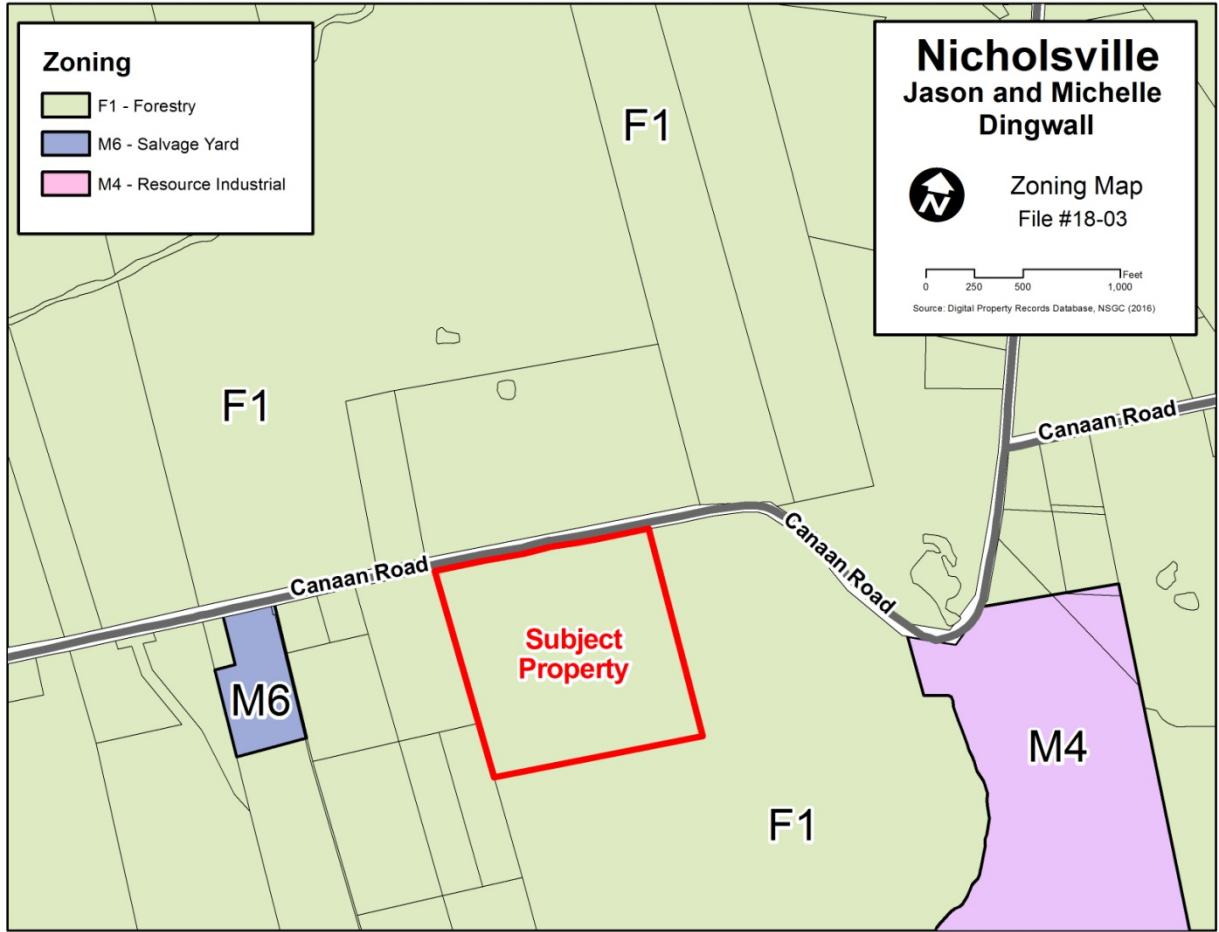
Staff recommends that the Planning Advisory Committee forward a positive recommendation to Council by passing the following motion:

The Planning Advisory Committee recommends that Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit tourist commercial facilities and an event venue at 440 Canaan Road, Nicholasville, which is substantively the same (save for minor differences in form) as the draft set out in Appendix E of the report dated June 12, 2018.

9. APPENDICES

Appendix A	Zoning Map
Appendix B	Public Information Meeting Notes
Appendix C	MPS 4.4.8.5 (Tourist Commercial Facilities Policies)
Appendix D	MPS 6.3.3 (General Development Agreement Criteria)
Appendix E	Draft Development Agreement

APPENDIX A - Zoning Map



APPENDIX B – Public Information Meeting Notes

MUNICIPALITY OF THE COUNTY OF KINGS

PLANNING AND DEVELOPMENT SERVICES

PUBLIC INFORMATION MEETING NOTES

**Planning Application to Permit an Inn, Tourist Cabins and Event Venue
at 440 Canaan Road, Nicholasville
(File 18-03)**

<i>Meeting, Date and Time</i>	A Public Information Meeting was held on Tuesday April 10, 2018 at 1 p.m. in the Council Chambers of the Municipal Complex, 87 Cornwallis Street, Kentville, NS.
<i>Attending</i>	In Attendance:
<i>Planning Advisory Committee Members</i>	Councillor Brian Hirtle (Chair) Councillor Meg Hodges – District 1 Councillor Paul Spicer – District 5 Councillor Jim Winsor – District 8 Councillor Peter Allen – District 9 (Alternate) Emile Fournier – Citizen Member Tom Cosman – Citizen Member
<i>Regrets</i>	Deputy Mayor Emily Lutz – District 7 Bob Smith – Citizen Member
<i>Councillors</i>	
<i>Planning Staff</i>	Leanne Jennings – Planner Trish Javorek – Director of Community Development Laura Mosher – Manager of Planning and Development Services Mark Fredericks – GIS Planner Will Robinson-Mushkat – Planner
<i>Applicants</i>	Michelle and Jason Dingwall
<i>Public</i>	16 Members
<i>Welcome and Introductions</i>	The Chair, Brian Hirtle, called the meeting to order, introductions were made and the members of the public were welcomed to the meeting.
<i>Presentations</i>	Leanne Jennings explained that the purpose of the meeting was to inform the public of the application, to explain the planning policies that enable the application to occur and to receive preliminary feedback from the public. No evaluation has been completed and no decisions have been made at this point.

Mrs. Jennings provided a brief overview of the planning process and the criteria that will be used to evaluate the application. The proposal is to enter into a development agreement to permit an inn, tourist cabins and event venue at 440 Canaan Road, Nicholasville (PID 55526461)

Mrs. Jennings stated that the Public Information Meeting provides an opportunity for the public to express concerns and/or receive clarification on any aspect of the proposal.

Following the presentation, Michelle / Jason Dingwall were given the opportunity to speak to their proposal and declined.

The floor was then opened for comments from the public.

***Comments from
the Public***

Phyllis Lutz – 400 Canaan Road

- I was wondering where the tourist cabins will be located? Will they be put behind the house or along the property line?

Michelle Dingwall responded that they will be located behind the house.

Adjournment

There being no further discussion, the Chair thanked those in attendance and adjourned the meeting at 1:11 p.m.

Susan Grey
Recording Secretary

Eric O. Sturk
P.O. Box 1014
959 Cleveland Road
Berwick NS B0P 1E0
esturk@wnns.ca
902-538-8342

March 26, 2018

Municipality of the County of Kings
P.O. Box 100
Kentville NS B4N 3W3

Attention: County Council

**Re Janson Dingwall & Muchelle Dingwall Application for Development Agreement
440 Canaan Road, Nicholsville/Morristown PID 55526461**

This letter is to support Jason and Michelle Dingwall's application for a development agreement.

My family has had a long association with this property, and the Morristown community. This property was owned by my family from 1845 to 2015. We still own land on the Sturk Road, which has been in our family since 1867.

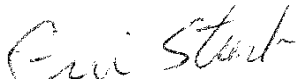
My father took over the family farm in 1946. They named it Maple Glade Farm. The barn was built in 1912. It was last used for cattle in 1996. It was obsolete as a cattle barn long before 1996.

In the 1970's my parents hosted farm vacationers in a program promoted by the NS Department of Agriculture. Guests experienced life on a historic farm. Not as old as "Ross Farm", but still an old fashioned or bygone era.

One of the nicer features of the property is the panoramic view of the Annapolis Valley. The property is picturesque. Over the years, newlyweds would come to have their wedding photos taken in the maple grove, and around the old buildings.

Jason and Michelle's vision to renovate the barn to host weddings and events is a wonderful repurposing of the barn. I like to say "From cow bells to wedding bells". If my parents were still living, they would also have been proud about what Jason and Michelle have done with the property.

Yours very truly,



Eric O. Sturk

APPENDIX C – Municipal Planning Strategy Policy 4.4.8.5: Criteria for considering tourist commercial facilities through development agreement.

“Proposals for larger scale tourist commercial facilities for lodging, food services, and ancillary uses or proposals for small scale tourist commercial facilities for lodging, food services, and ancillary uses which do not fulfill the requirements of the Land Use Bylaw Section 10.1.5 II (Provisions for Tourist Commercial Uses Permitted as of Right) in the Forestry, Country Residential, Hamlet Historic Residential and Shoreland Districts and all such proposals in the Shoreland Districts in the South Mountain, including facilities for food service which cater to the general public, (i.e., a full service restaurant) shall be considered by Development Agreement, in accordance with the provisions below:

MPS Policy	Proposal
<p>a. the facilities must be constructed in a manner which are architecturally compatible with other buildings in the surrounding area, and feature a pitched roof, natural, wood, stone, or brick cladding materials</p>	<p>The draft DA requires that all newly constructed buildings be architecturally compatible with surrounding buildings including a pitched roof and the use of natural cladding materials. The majority of uses will re-purpose existing farms buildings which have been well maintained.</p>
<p>b. the site facilities must be adequately buffered and well separated from surrounding residential dwellings, (other than a residential dwelling occupied by the operator), with a significant vegetative buffer, or other significant visual buffer, to mitigate noise, light, and other visual impacts</p>	<p>The proposed uses will be adequately separated and buffered from the neighbouring residential dwelling on the property to the west of the subject property. The draft development agreement includes a site plan that places the Development Envelope 50 feet from the western property line which is required to have natural vegetation.</p>
<p>c. proposed site alteration, grading and landscaping must be sympathetic to the natural landscape and any significant natural features on the site, including significant woodland areas, watercourses and wetland areas, and steep slopes</p>	<p>There does not appear to be any significant natural features on the site.</p>
<p>d. the site must be capable of accommodating on-site sewage disposal systems and must also not pose any threat to the ground water supply, in term of water quality or water quantity, for surrounding properties</p>	<p>The site appears to be able to accommodate both an adequate on-site sewage disposal system and an adequate water supply. The building permit process will require confirmation that the private septic system is adequate for the use.</p>

Appendix D – MPS policy 6.3.3: General Development Agreement Criteria

MPS Policy	Proposal
6.3.3.1 ... in addition to all other criteria as set out in various policies of this Strategy, Council shall be satisfied:	The proposal conforms to all other policies outlined in the MPS.
a) that the proposal is in keeping with the intent of the MPS	The proposal is in keeping with the intent of the MPS, in particular policies 3.3.2.8 and 4.4.8.5.
b) that the proposal is not premature or inappropriate by reason of:	
i. financial capability of the municipality	No Municipal investment required.
ii. the adequacy of municipal sewer and water services if services are to be provided. Alternatively, the adequacy of the physical site conditions for private on-site sewer and water systems	The site appears to be able to accommodate both an adequate on-site sewage disposal system and an adequate water supply. For all other permitted uses, all necessary permits required by Nova Scotia Environment must be submitted at the time of permitting.
iii. the potential for creating, or contributing to, a pollution problem including the contamination of watercourses or the creation of erosion or sedimentation during construction	No pollution problem is anticipated with this proposal.
iv. the adequacy of storm drainage and the effect of same on adjacent uses	There are no concerns regarding storm drainage anticipated.
v. the adequacy of street or road networks in, adjacent to, and leading to, the development	The Department of Transportation and Infrastructure Renewal has issued an access permit for the proposed use.
vi. the adequacy, capacity and proximity of schools, recreation and other community facilities	Not applicable as this is not a residential development.
vii. adequacy of municipal fire protection services and equipment	The local Fire Chief has stated that he has no concerns with the proposal. Municipal fire protection is considered adequate for this development.
viii. creating extensive intervening parcels of vacant land between the existing developed lands and the proposed site, or a scattered or ribbon development pattern as opposed to compact development	Not applicable.
ix. the suitability of the proposed site in terms of steepness of grades, soil and/or geological conditions, and the relative location of watercourses, marshes, swamps or bogs	The rural setting, surrounding forested areas and views of the valley make this an ideal site for tourist-oriented uses. The site itself appears suitable for the proposed uses.

<p>x. traffic generation, access to and egress from the site, and parking</p>	<p>It is anticipated that local roads will be able to accommodate any increase in traffic. An access permit has been issued by the Department of Transportation and Infrastructure. The parking provided meets the requirements of the draft development agreement.</p>
<p>xi. compatibility with adjacent uses</p>	<p>The proposed uses appear to be compatible with adjacent residential uses. The subject site is quite large and allows for a significant separation between the proposed uses and neighbouring residential uses. The provision for buffering has also been included in the draft development agreement.</p>
<p>c) ...controls are placed on the proposed development so as to reduce conflict with any adjacent or nearby land uses by reason of:</p>	
<p>i. the type of use</p>	<p>The type of use has been restricted with the draft development agreement.</p>
<p>ii. the location of positioning of outlets for air, water and noise within the context of the Land Use Bylaw</p>	<p>No special requirements are necessary.</p>
<p>iii. the height, bulk and lot coverage of any proposed buildings or structures</p>	<p>The draft development agreement regulates the size of the structures used for the main uses on the site.</p>
<p>iv. traffic generation</p>	<p>No special requirements are necessary.</p>
<p>v. access to and egress from the site and the distance of these from street intersections</p>	<p>As shown on the Site Plan.</p>
<p>vi. availability, accessibility of on-site parking</p>	<p>The Property Owner is required to provide a minimum for on-site parking.</p>
<p>vii. outdoor storage and/or displays</p>	<p>No special requirements are necessary.</p>
<p>viii. signs and lighting</p>	<p>Sign limitations and restrictions on exterior lighting are included in the draft development agreement.</p>
<p>ix. hours of operation</p>	<p>Hours of operation are set out in Section 2.11 of the draft development agreement.</p>
<p>x. maintenance of the development</p>	<p>The draft development agreement requires that the property be maintained in good repair and kept in a neat and presentable condition.</p>

<p>xi. buffering, landscaping, screening and access control</p>	<p>Within the draft development agreement, buffering is required along a portion of the western boundary of the Development Envelope.</p>
<p>xii. the suitability of the site in terms of the landscape and environmental features</p>	<p>No special requirements necessary.</p>
<p>xiii. the terms of the agreement provide for the discharge of the agreement or parts thereof upon the successful fulfillment of its terms</p>	<p>Provision is made for discharge.</p>
<p>xiv. appropriate phasing and stage by stage control</p>	<p>No special requirements necessary.</p>
<p>d. performance bonding or security shall be included in the agreement if deemed necessary by Council to ensure that components of the development such as, but not limited to, road construction or maintenance, landscaping or the development of amenity areas, are completed in a timely manner</p>	<p>No performance bonding or security is needed.</p>

Appendix E – Draft Development Agreement

THIS DEVELOPMENT AGREEMENT made this ____ day of _____, A.D., 2018

BETWEEN:

JASON C. DINGWALL AND MICHELLE L. DINGWALL, of Nicholville, 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 55526461; and

WHEREAS the Property Owner wishes to use the Property for tourism commercial and ancillary uses; 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 4.4.8.5 and Policy 6.3.2.1 of the Municipal Planning Strategy and Clause 5.4.1 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 _____, 2018, 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 the portion of the Property within which the development may take place.
- (c) *Indoor Event Venue* means an indoor location for the hosting of weddings, conferences, galas, and other similar events. Such a use may include a commercial kitchen serving such events. For greater clarity, this definition does not include a restaurant serving the traveling public.
- (d) *Tourist Cabin* means overnight accommodations within separate buildings servicing the travelling public.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Site Plans

The Developer shall develop and use the lands in general conformance with the Site Plan attached as Schedules 'B' 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) tourist commercial uses 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. Tourist accommodations contained within the existing residential dwelling and containing no more than three (3) guest rooms;
 - ii. Up to five (5) Tourist Cabins. Each cabin may not exceed 500 square feet in size and shall contain no more than two guest rooms each. Cabins shall be located within the treeline south of the dwelling; and,
 - iii. An Indoor Event Venue that is wholly contained within the existing barn as identified on Schedule B - Site Plan. The existing barn may be expanded by as much as 50% of the existing building footprint to accommodate a commercial kitchen and bathrooms in the future.

2.2.2 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) The total sign area of a ground sign shall not exceed 12 square feet if single sided, and 24 square feet if double sided;
- (b) The total sign area of a facial sign shall not exceed 16 square feet;
- (c) The total sign area of a projecting sign shall not exceed 12 square feet;
- (d) The total number of signs on the property shall not exceed two;
- (e) Internally illuminated signs are prohibited; and
- (f) 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 Schedule 'B':

- (a) Parking spaces shall be provided at the following rates:
 - a. one space for each guest room within the tourist accommodations;
 - b. one space for each guest room within each Tourist Cabin;
 - c. one space for every 60 (sixty) square feet of floor area for the Indoor Event Venue; and
 - d. one space for every employee, up to a total of 10 spaces.
- (b) The parking area shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.
- (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 Architectural Design

Construction and any subsequent alterations of a proposed structure or structures shall be constructed in a manner which is architecturally compatible with other buildings in the surrounding area. Construction of all buildings shall feature a pitched roof and use natural cladding materials including, but not limited to, wood, stone, stucco or brick.

2.9 Buffering

The Property Owner shall provide buffering on the Property in the following locations:

- (a) the area located between the western property line in proximity to the parking area, being no less than 50 feet in width, shall be maintained in a natural vegetated state;

If vegetation acting as a buffer is destroyed or removed for any reason, including vegetation in the treeline area in proximity to the location of the tourist cabins, the Property Owner shall replace it with vegetation or an opaque fence. Replacement vegetation shall be at least four (4) feet in height and capable of growing to at least six (6) feet in height. A replacement fence shall have a height of 6 feet. The replacement shall be completed within 1 month.

2.10 Servicing

- (a) 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.

2.11 Hours of Operation

The hours of operation for the Indoor Event Venue permitted in Section 2.2.1 (b) iii. of this Agreement shall be between the hours of 7:00 am and 11:00 pm Sunday through Thursday, inclusive, except when a Sunday precedes a holiday Monday when the hours of operation shall be between the hours of 7:00 am and 12:00 am, inclusive. Hours of operation on Fridays and Saturdays shall be between the hours of 7:00 am and 12:00 am, inclusive.

2.12 Erosion and Sedimentation Control

- (a) 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 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; and
 - (b) Changes to or substitution of the Site Plan contained in Schedule 'B' 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.

4.2 Expiry Date

- (a) 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

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Jason C. Dingwall

Witness

Michelle L. Dingwall

Schedule 'A'
Property Description

Copied from Property Online on May 14, 2018

PID 55526461

All that lot of land situate at Nicholsville/Morristown, in the County of Kings, and Province of Nova Scotia, more particularly bounded and described as follows:

Beginning at a point on the south sideline of the Canaan Road, at the northeast corner of lands conveyed by Hilton Lutz to Phyllis Lutz, by deed dated March 6, 1996, and recorded in the Registry of Deeds for Kings County on March 11, 1996 in Book 1051 at Page 312 as Document number 1850;

Thence in a southerly direction along the east side line of lands of Phyllis Lutz, and lands conveyed by Nellie Lutz to Hilton Lutz by deed dated June 17, 2008 and recorded in the Registry of Deeds for Kings County on June 17, 2008, as Document number 90936841, a total distance of 1,100 feet;

Thence in an easterly direction, and parallel to the south sideline of the Canaan Road, a distance of 1,100 feet to a point;

Thence in an northerly direction, and parallel to the east sideline of lands of Hilton Lutz and Phyllis Lutz, a distance of 1,100 feet to the south sideline of the Canaan Road;

Thence in a westerly direction, along the south sideline of the Canaan Road, a distance of 1,100 feet to the point of Beginning. Containing 27.778 acres.

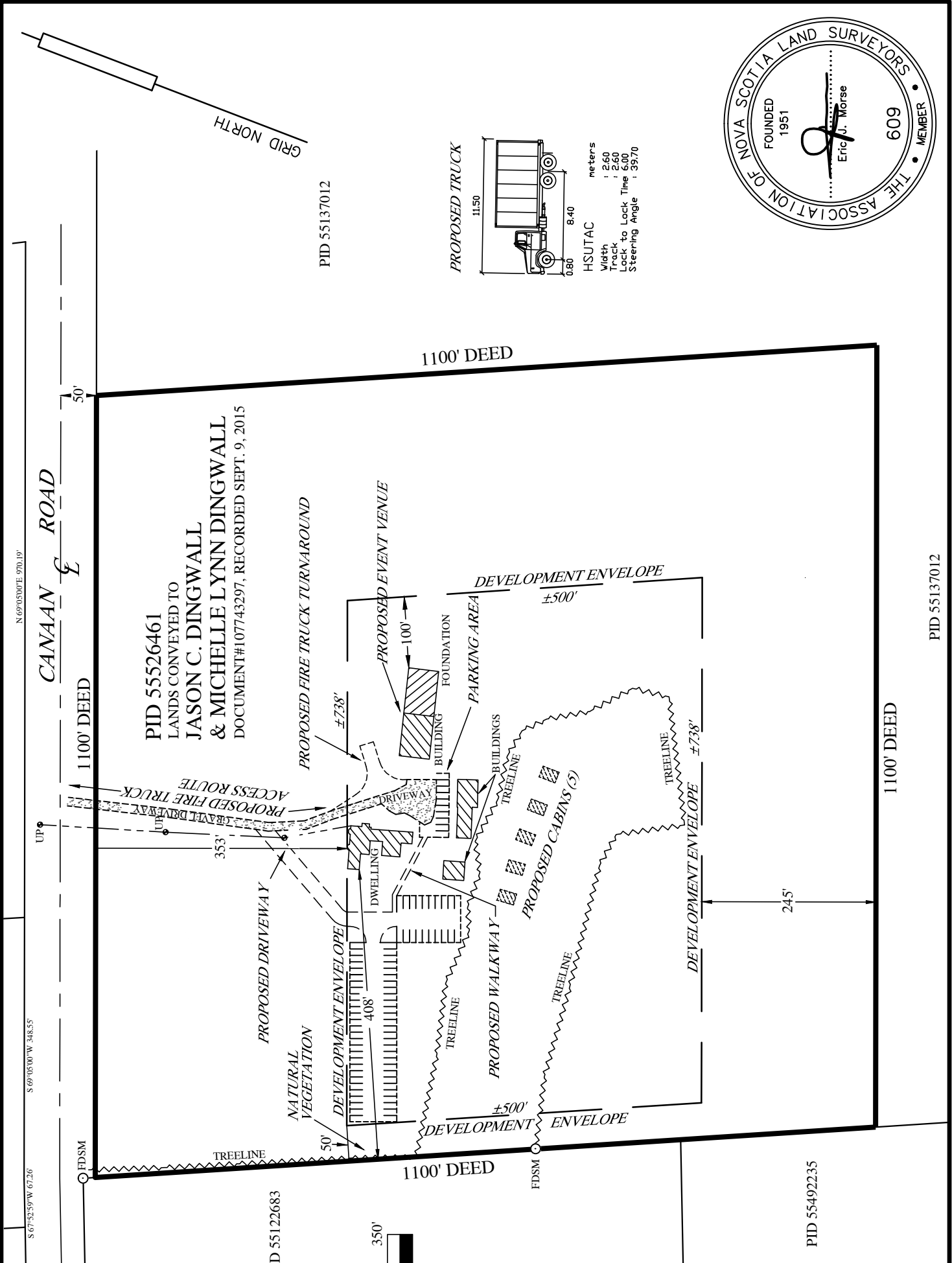
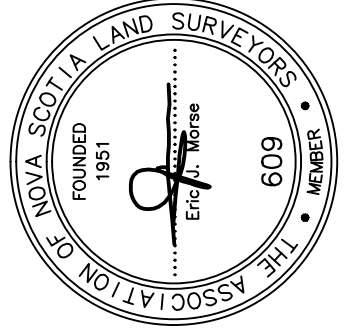
*** Municipal Government Act, Part IX Compliance ***

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(a) where all lots to be created, including the remainder lot exceed ten hectares in area.



SITE PLAN SHOWING
PID 55526461
 LANDS CONVEYED TO
JASON C. DINGWALL
& MICHELLE LYNN DINGWALL
 440 CANAAN ROAD
 NICHOLSVILLE

NOTES
 1. PARKING SPACES ARE 9' X 18'

SCALE 1" = 175'
 175' 0' 175' 350'
 FEET

DATE: JUNE 5, 2018
 PLAN No. 2018-059 Rev2

LEGEND

SURVEY MARKER	.....SMO
IRON PIPE	.....I P O
WITNESS	.....WIT
FOUND	.....FD
UTILITY POLE	.....UP
OVERHEAD WIRES	.....OHW
NOT TO SCALE	.....
FIELD MEASUREMENT	.....F
PLAN MEASUREMENT	.....P
DEED MEASUREMENT	.....D

DeWOLFE & MORSE
SURVEYING LIMITED
 P. O. BOX 520
 MIDDLETON
 NOVA SCOTIA
 BOS 1P0

PID 55122683

PID 55137012

PID 55492235

PID 5526461
 LANDS CONVEYED TO
JASON C. DINGWALL
& MICHELLE LYNN DINGWALL
 DOCUMENT#107743297, RECORDED SEPT. 9, 2015