

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO COUNCIL

Subject: Planning & Development Services

Date: December 3, 2019

| | | |
|---|--|---|
| A | Proposed Development Agreement to permit the expansion of an Automobile and Recreational Vehicle Sales and Service use at 9678 Commercial Street, New Minas (File #18-25) | <i>Be it resolved that Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit the expansion of an Automobile Sales and Service use at 9678 Commercial Street, New Minas (PIDs 55357826 and 55492615), which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated November 4, 2019.</i> <u>Report Attached</u> |
| B | Application for a development agreement to permit 8 residential units at 6638 Highway #1 in conjunction with an existing 16 unit (File 18-01) | <i>Be it resolved that Municipal Council give Final Consideration to and approve entering into a development agreement to permit the development of an 8 unit residential building located at 6638 Highway #1 (PID55156103), Coldbrook and the existing two multiple unit residential dwellings consisting of 16 units located at 6648 Highway #1 (PID 55156095), Coldbrook, which is substantively the same (save for minor differences in form) as the draft set out in Appendix H of the report dated October 8, 2019.</i> |
| C | Application to rezone two properties from the Residential Single Dwelling (R1) Zone to the Residential One and Two Unit (R2) Zone (File 19-03) | <i>Be it resolved that Municipal Council give Second Reading to and approve the rezoning of the lands off Central Avenue (PID 55109193 & 55109177), Greenwood from the Residential Single Dwelling (R1) Zone to the Residential One and Two Unit (R2) Zone as described in Appendix E of the report dated October 8, 2019.</i> |
| D | Public Hearing Date | Tuesday, January 7, 2020 at 6:00 p.m. |

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO PLANNING ADVISORY COMMITTEE

Subject: Proposed Development Agreement to permit the expansion of an Automobile and Recreational Vehicle Sales and Service use at 9678 Commercial Street, in New Minas (File #18-25)

From: Planning Staff

Date: November 12th 2019

Background

On Monday Nov 4th 2019 the New Minas Area Advisory Committee considered the staff report for the proposed Development Agreement to permit the expansion of Jerry's RV onto property at 9678 Commercial Street in New Minas (see the attached staff report for more information).

The New Minas Area Advisory Committee forwarded a **positive** recommendation by passing the following motion:

The New Minas Area Advisory Committee recommends that the Planning Advisory Committee recommend that Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit the expansion of an Automobile Sales and Service use at 9678 Commercial Street, New Minas, which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated November 4, 2019.

Recommendation

The New Minas Area Advisory Committee recommends that the Planning Advisory Committee pass 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 the expansion of an Automobile Sales and Service use at 9678 Commercial Street, New Minas, which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated November 4, 2019.



Municipality of the County of Kings Report to the New Minas Area Advisory Committee

Application: Application from Jerry's RV for a development agreement to permit Automobile and Recreational Vehicle Sales and Service at 9678 Commercial Street, New Minas (PIDs 55357826 and 55492615) (File 18-25)

Date: November 4, 2019

Prepared by: Planning Staff

| | |
|-------------------------------|---|
| Applicant | Scott Brydon (Jerry's RV Trailer Sales and Service Limited) |
| Land Owner | Jerry's RV Trailer Sales and Service Limited |
| Proposal | Establish a second location to expand the existing RV business |
| Location | 9678 Commercial Street, New Minas (PIDs 55357826/55492615) |
| Lot Area | Combined area approximately 1.8 acres (OR approximately 79,229 sq ft) |
| Designation | Residential (R) |
| Zone | Residential One and Two Unit (R2) |
| Surrounding Uses | Light commercial and mixed residential densities |
| Neighbour Notification | Letters were sent to the 46 owners of property within 500 feet of the subject property notifying them of the application, and Public Information Meeting (PIM). |

1. PROPOSAL

Scott Brydon, of Jerry's RV has applied for a development agreement to permit the expansion of their existing Recreational Vehicle (RV) sales and repair business to a second location in New Minas. Jerry's RV is looking to re-purpose the property at 9678 Commercial Street to accommodate RV sales and service with the addition of a new RV repair garage. The current location of Jerry's RV business at 9384 Commercial Street is intended to remain, with this new second location offering a larger space to accommodate RV servicing, maintenance and repairs.



2. OPTIONS

In response to the application for a development agreement, the Area Advisory Committee may recommend that the Planning Advisory Committee:

- A. Recommend that Council approve the development agreement contained in Appendix D as drafted;
- B. Recommend that Council refuse the development agreement contained in Appendix D as drafted; or,
- C. Recommend that Council request more information or amend the development agreement as drafted.

3. BACKGROUND

Jerry's RV has been in business for 31 years and employs over 15 people year round. Their business has grown significantly over the past few decades and they have out grown their current location. They would like to establish a second location to help reduce traffic congestion at their current location, and have more space to better serve their customers with timely RV repairs for the travelling public.

The subject property the business has purchased is near the former Horton High School lands, at 9678 Commercial Street. The land is zoned residential but has been used for automotive uses for decades. It was most recently Dave Miller's Auto Repair facility from 2009 until approximately 2017. Prior to that, the property was used for automotive sales, a welding shop and an auto body repair shop, operated by the Dodge family, beginning in 1954. The history of automotive uses here makes this 'non-conforming' because these uses pre-date the Municipality applying residential zoning on the land. This non-conforming status allows Council to consider an expansion of the use or repurposing of the property to a similar use, with a development agreement.

4. INFORMATION

4.1 Site Information

The subject property is made up of 2 parcels located on Commercial Street, near the intersection with Deep Hollow Road, and across the street from The Edible Art Café and the multi-unit dwelling located on the former Horton High School lands. Together, the two properties have a combined lot frontage of approximately 210 feet and are over 380 feet deep, resulting in a lot area of approximately 1.8 acres.



4.2 Site Visit

A Planner and Development Officer visited the subject property in February 2019. At this time, the applicant discussed in more detail his intentions for the subject property including driveway adjustments, and which buildings would be torn down/remain.

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 February 26, 2019 at the Louis Millett Community Complex with 2 members of the public and 4 members of Jerry's RV staff in attendance. The public were very supportive of the application, and 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 responses as described:

4.4.1 Department of Transportation and Infrastructure Renewal

The Department of Transportation and Infrastructure Renewal has indicated that the proposed driveway is appropriate and the road networks leading to the site are adequate for the proposed development.

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

EPW did not anticipate any issues with the proposed development. They indicated that the New Minas regional sewer treatment plant has capacity to accommodate this proposal, and the property has access to both sewer and water systems. EPW will require the applicant to adhere to applicable NSE regulations regarding sedimentation/erosion control during construction. This will provide the required environmental protection of the adjacent watercourse.

4.4.3 Municipality of the County of Kings Development Control

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

4.4.4 Village of New Minas

Staff did not receive any feedback from the Village concerning the adequacy of the water and sewer systems in the Village. Municipal Engineering staff considered the regional sewer system in New Minas to be able to accommodate the proposed use.

5. POLICY REVIEW

5.1 Development Agreements

A development agreement is a contract between an owner of land and the Municipality to enable Council to consider a use that is not a permitted use within a zone on a specific lot. In New Minas, the ability for Council to consider a development agreement must be stated in By-Law #57, the New Minas Land Use By-law (NMLUB) and By-law #42, the New Minas Sector Plan (NMSP). The NMSP also must identify the kinds of uses Council may consider in each area. Uses that Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the NMSP, Council identifies specific criteria that must be considered when making decisions regarding a development agreement.

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

5.2 Ability to enter into a Development Agreement

New Minas Sector Plan

Urban Non-Conforming Uses

Policy 8 - It shall be the policy of Council, by Development Agreement under the Municipal Government Act provisions, to consider within New Minas the expansion of non-conforming

uses, including a change in use to one expected to have no greater impact on the adjacent land uses than the existing legal use.

This policy enables Council to consider the expansion of the existing automotive related use through a Development Agreement. The current use, Automobile Sales and Repair would include the sales and servicing of RVs. The impact on the adjacent properties is expected to be similar to that of the previous, legal non-conforming use.

5.3 Urban Non-Conforming Uses DA Criteria

In considering a Development Agreement Council shall ensure:

ii. the use does not extend beyond the boundaries of the lot in existence on November 30, 1982, containing that use

The subject property satisfies this criterion as the subject property has existed prior to 1982 and the use has existed on both properties.

ii. the use will not adversely affect adjacent land uses

The subject property is well situated in a low spot, buffered by existing trees. The use is not expected to adversely affect the adjacent land uses beyond what has been occurring on the property over the past number of decades.

iii. that adequate buffering and setback distances are maintained from low density residential uses and that landscaping treatments are included to reduce the visual impact

The subject property satisfies this criterion as the property is well buffered on the rear property lines, and the development agreement has controls to help to ensure that other trees are maintained.

iv. the expanded or converted use is not obnoxious by virtue of noise, odour, dust, vibration, smoke, or other emission

The converted use is not expected to adversely affect the adjacent land uses by virtue of noise, odour, dust, vibration, smoke, or other emission beyond what has been occurring on the property previously.

v. that adequate provision is made for the acceptable maintenance and appearance of the expansion or conversion

The development agreement includes requirements that address the maintenance and appearance of the property.

vi. the expansion or conversion shall not affect the hours of operation where the use would interfere with or create undue problems for the residents of the surrounding area

The development agreement does not contain provisions to limit the hours of operation since the business is expected to operate during normal business hours.

vii. the proposal meets all the pertinent policies of this Plan, including policies for amending the Land Use Bylaw contained in Section 3.3

These are reviewed below, and in more detail in Appendix C.

viii. where such a non-conforming use lies within Wellfield Protection Zones A, B, C, or D, a favourable review by the New Minas Water Commission which may stipulate that the applicant undertake appropriate studies by a qualified independent groundwater expert to assess the risk of impacts on the quality and quantity of groundwater, and when appropriate, prescribe performance standards for both the site design and ongoing operational aspects of the development and an independent monitoring regime with regular reporting to the New Minas Water Commission to determine compliance with the terms of the agreement

The subject property does not fall within a New Minas Wellfield Protection Zone.

ix. where such a non-conforming use lies within Wellfield Protection Zones A, B, C, or D, conformance with Provincial guidelines and conditions attached as individual licenses required under the Provincial Environment Act and other applicable Provincial and Federal regulations.

The subject property does not fall within a New Minas Wellfield Protection Zone.

General amendment criteria are outlined in Section 3.3 of the New Minas Sector Plan. The criteria are generally satisfied as the property is serviced by central water and sewer, and has been used for a similar automotive use, and the layout of the property is not expected to change significantly. A minor driveway adjustment has been considered by the road authority and no concerns were identified. Detailed explanations of the criteria are attached as Appendix C.

6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

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

| DA section number | Content |
|--------------------------|---|
| 2.1 | Permits uses normally allowed in the R2 Zone, plus <i>Automobile and Recreational Vehicle Sales and Service</i> |
| 2.2 | requires development to be in general conformance with the attached site plan |
| 2.3 | regulates development standards similar to the Major Commercial I (C1) Zone |
| 2.4 | regulates subdivision – doesn't permit the lot to get smaller |
| 2.5 | regulates appearance of the property |
| 2.6 | regulates lighting |
| 2.7 | regulates outdoor storage and display |
| 2.8 | regulates parking |

| | |
|------|--|
| 2.9 | regulates landscaping and vegetative buffers |
| 2.10 | regulates access and egress |
| 2.11 | regulates erosion |
| 2.12 | addresses water and sewer services |

7. CONCLUSION

Staff have reviewed the application for consistency and compliance with the NMSP including the policies for Urban Non-Conforming Uses. It is Staff's opinion that the proposed development is consistent with the policies and will contribute to positive growth in New Minas. Since the terms of the draft development agreement are in keeping with and carry out the policies of the NMSP, Staff are forwarding a positive recommendation to the New Minas Area Advisory Committee.

8. STAFF RECOMMENDATION

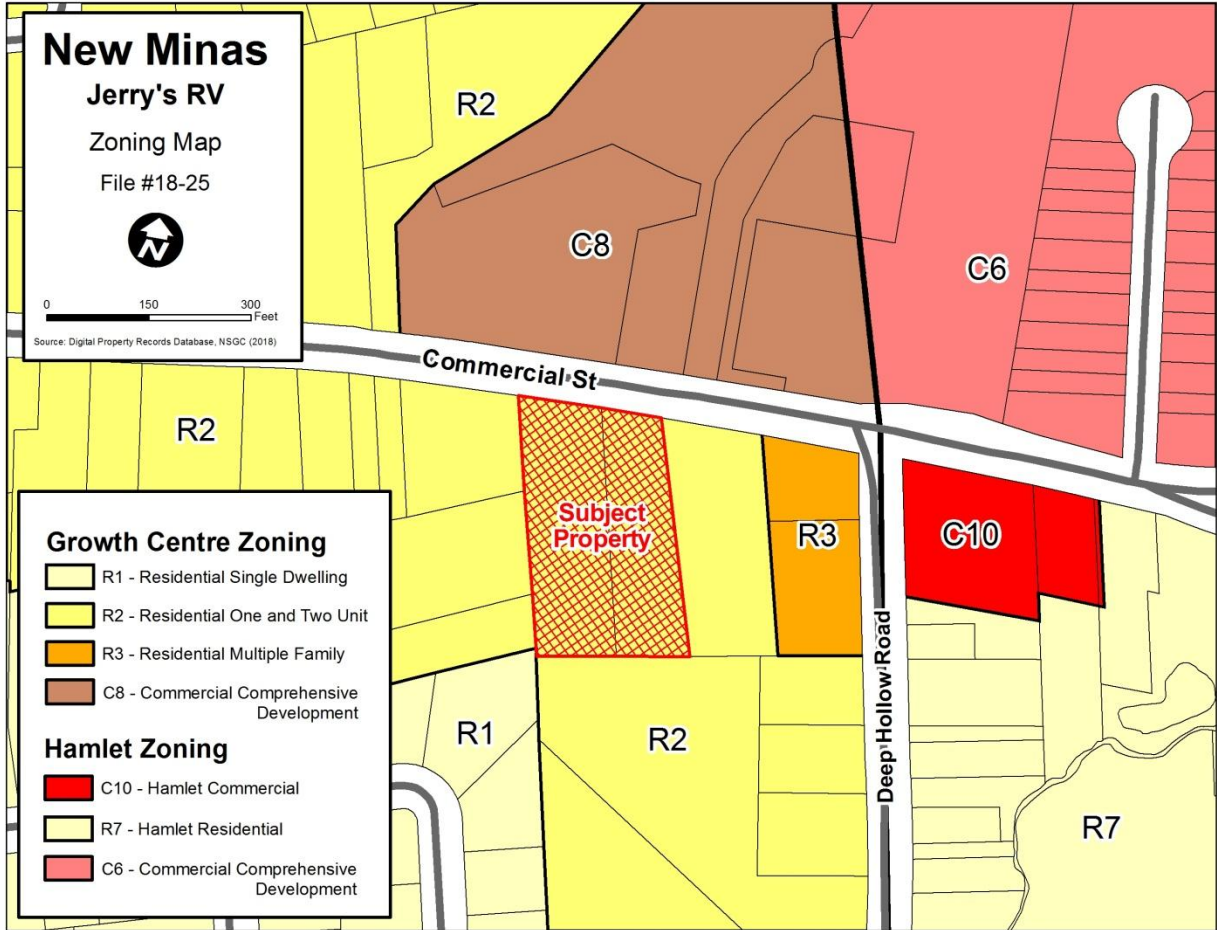
Staff recommends that the New Minas Area Advisory Committee forward a positive recommendation to the Planning Advisory Committee by passing the following motion:

The New Minas Area Advisory Committee recommends that the Planning Advisory Committee recommend that Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit the expansion of an Automobile Sales and Service use at 9678 Commercial Street, New Minas, which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated November 4, 2019.

9. APPENDICES

- Appendix A Zoning Map
- Appendix B Public Information Meeting Notes
- Appendix C NMSP Section 3.3 - General Amendment Criteria
- Appendix D 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
(File 18-25)**

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| <i>Meeting, Date and Time</i> | A Public Information Meeting was held on Tuesday, February 26th, 2019 at 7:00 p.m. in Multi Purpose Room 119 in the Louis Millet Community Complex, New Minas, NS. |
| <i>Attending</i> | In Attendance: |
| <i>Planning Advisory Committee Members</i> | Councillor Jim Winsor – District 8 (Chair) |
| <i>Regrets</i> | None |
| <i>Planning Staff</i> | Mark Fredericks – Planner Lilly Ashdown – Recording Secretary |
| <i>Applicant(s)</i> | Scott Brydon, Chardell Brydon 2 Jerry's RV staff members |
| <i>Public</i> | 2 Members |
| <i>Welcome and Introductions</i> | The Chair, Councillor Jim Winsor, called the meeting to order, introductions were made and the members of the public were welcomed to the meeting. It was 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. |
| <i>Presentations</i> | <p>Mark Fredericks provided a brief overview of the planning process and the criteria that will be used to evaluate the application from Scott Brydon. The proposal is to enter into a development agreement to permit Jerry's RV to operate their RV sales and Service business at 9678 Commercial Street, New Minas (PIDs 55492615 & 55357826).</p> <p>Mr. Fredericks 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.</p> <p>The Chair sought clarification on the Development Agreement process and why it was required, which Mr. Fredericks explained, and a brief discussion was had about the possible changing of zone on the property in question in</p> |

future drafts of the Municipal Planning Strategy.

Following the presentations, the floor was opened for comments from the public.

***Comments from
the Public***

The members of the public expressed their support for the proposal and the business.

Adjournment

There being no further discussion, the Chair thanked those in attendance and adjourned the meeting at 7:18 p.m.

Lilly Ashdown
Recording Secretary

APPENDIX C – NMSP Section 3.3 - General Amendment Criteria

Policy 5. In considering amendments to the Land Use Bylaw, in addition to all other criteria as set out in various policies of this Plan, Council shall have regard to the following matters:

| Policy Statement | Review |
|--|---|
| <i>That the proposal is in conformance with the intent of this Plan and with the requirements of all other Municipal Bylaws and regulations.</i> | Consistent with the Urban Non-Conforming policies of the NM Sector Plan |
| <p><i>That the proposal is not premature or inappropriate by reason of:</i></p> <p><i>i. the financial capability of the municipality to absorb any costs relating to the development;</i></p> | No impact expected on municipal finances. All costs to be incurred by the property owner. |
| <p><i>ii. the adequacy of sewer and water services and utilities;</i></p> | The existing water and sewer systems are believed to be adequate and able to accommodate the proposed use. |
| <p><i>iii. precipitating or contributing to a pollution problem in the area;</i></p> | No impact expected that would contribute to a pollution problem. |
| <p><i>iv. the adequacy of storm drainage and the effect of it on adjacent uses;</i></p> | The existing drainage has handled the storm water for many years, and is expected to be maintained. |
| <p><i>v. the adequacy and proximity of school, recreation and any other community facilities;</i></p> | Not applicable. |
| <p><i>vi. the adequacy of road networks in, adjacent to, or leading to the development;</i></p> | Department of Transportation indicated that the proposed driveway and that the surrounding road networks are adequate for the proposed development. |
| <p><i>vii. the potential for the contamination of watercourses or the creation of erosion or sedimentation;</i></p> | During any construction, the property owner will be required to follow sedimentation and erosion regulations to protect the adjacent watercourse. |
| <p><i>viii. creating a scattered or ribbon development pattern as opposed to compact development;</i></p> | Not applicable |

| | |
|--|---|
| <p><i>ix. the potential for contamination of, or interference with, a designated groundwater supply protection area.</i></p> | <p>The subject property does not fall within any of the New Minas Wellfield Protection Zones.</p> |
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Appendix D – Draft Development Agreement

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

BETWEEN:

Jerry's RV Trailer Sales and Service Limited, of New Minas, 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 Coldbrook, 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 9678 Commercial Street, New Minas and Property Identification (PID) Numbers 55357826 and 55492615; and

WHEREAS the Property Owner wishes to use the Property for an Automobile and Recreational Vehicle Sales and Service use.

WHEREAS the Property is situated within an area designated Residential (R) on the Future Land Use Map of the Sector Plan, and zoned Residential One and Two Unit (R2); and

WHEREAS Section 2.2 Policy 8 of the New Minas Sector Plan and section 3.1.33 (d) 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 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 Descriptions |
| Schedule B | Site Plan |

1.2 Municipal Planning Strategy and Land Use Bylaw

- (a) *New Minas Sector Plan* means Bylaw 42 of the Municipality, approved on August 17, 1982, 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 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) *Automobile and Recreational Vehicle Sales and Service* means means lands, buildings or any portion(s) thereof used to sell, lease, service or repair motorized and non-motorized automobiles and recreational vehicles.

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) *Automobile and Recreational Vehicle Sales and Service* in accordance with the terms of this Agreement.

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

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 any building associated with the *Automobile and Recreational Vehicle Sales and Service* in conformance with the requirements of the Major Commercial I (C1) Zone of the New Minas Land Use Bylaw or a comparable Commercial zone in any successor document.
- (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 Commercial Zone in any successor document.
- (c) All mechanical servicing of automobiles and recreational vehicles shall be conducted within existing and proposed buildings as authorized in this Agreement.
- (d) Signs shall be in accordance with the requirements of the Major Commercial I (C1) zone of the New Minas Land Use Bylaw or a comparable Commercial Zone in any successor document.

2.4 Subdivision

No alterations to the lot configuration that would result in a reduced lot area are permitted without a substantive amendment to this agreement except as may be required by the road authority for the purpose of creating or expanding a public street over the Property. The subject properties may be consolidated into one single lot without a substantive amendment to this agreement.

2.5 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. The Property Owner shall maintain the Property in a neat and presentable condition.

2.6 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 neighboring properties.

2.7 Outdoor Storage and Display

- (a) Outdoor Storage and Outdoor Commercial Display of automobiles and recreational vehicles shall be at least 10 feet from the front lot line or 5 feet from any side or rear lot lines.

- (b) The Property Owner shall ensure that Outdoor Storage and Commercial Display areas do not compromise or encroach upon any driveways and required parking areas.

2.8 Parking

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 Commercial zone in any successor document.

2.9 Landscaping

- (a) The Property Owner shall maintain the majority of the existing trees located in the northwest corner of PID 55492615.
- (b) Areas identified as existing vegetation on the site plan, shall be maintained in a naturally vegetated state. If vegetation required through this agreement is destroyed or removed for any reason, including vegetation in the rear yard, the Property Owner shall replace it with vegetation. Replacement vegetation shall be at least four (4) feet in height and capable of growing to at least six (6) feet in height. The installation of the replacement vegetation shall be completed within one (1) month if loss occurs during regular planting season or within one (1) month of the start of the following planting season if loss occurs within winter months.

2.10 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.
- (c) The Property Owner is responsible for obtaining an easement for any additional driveway accesses located on adjacent properties.

2.11 Erosion and Sedimentation Control

- (a) 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.

- (b) 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.

2.12 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, except as provided for in Section 2.1 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 by this Development Agreement, as listed in section 2.1;
- (b) Development generally not in accordance with Schedule B, Site Plan.

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 90 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 Property Owner shall be in compliance with the terms of the Agreement within two (2) years of recording this Agreement.

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 Property Owner has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner 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:

JERRYS RV TRAILER SALES AND SERVICE LIMITED.

Witness

Scott A Brydon, President

Schedule A
Property Descriptions (2 PIDs)

(PID 55357826)

ALL that certain lot, piece or parcel of land situate lying and being in New Minas, in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:BEGINNING at an iron post on the south side of the main road leading from Kentville to Wolfville in the County of Kings, aforesaid, at the northeast corner of land now or formerly belonging to Basil Dodge;

THENCE easterly parallel with the said main road a distance of two hundred forty feet (240) to a cement post, being the northwest corner of land now or formerly belonging to Mrs. Ralph Ells;

THENCE southerly a distance of three hundred twenty (320) to a cement post, being the southwest corner of land belonging to the said Mrs. Ells;

THENCE westerly a distance of two hundred thirty-seven feet (237) to an iron post, being the southeast corner of land now or formerly of Basil Dodge;

THENCE northerly a distance of three hundred sixty-four feet (364) to the PLACE OF BEGINNING.

CONTAINING two (2) acres more or less.

FIRST EXCEPTION

SAVING AND EXCEPTING 1.07 acres described as follows:

COMMENCING at a concrete nail set in a cement post located in the south limit of Highway # 1 (the "Post Road") and marking the northwest corner of lands of Anthony and Gizella Debrececi (Book 405 Page 150);

THENCE south 13 degrees 24 minutes 00 seconds east, 323.3 feet to the top of a cement post located in the north boundary of lands of Walter MacKinley (Book 232 Page 527);

THENCE south 80 degrees 07 minutes 00 seconds west 129.47 feet to a survey marker;

THENCE north 16 degrees 40 minutes 15 seconds west, 349.62 feet to a survey marker located in the south limit of Highway # 1;

THENCE north 89 degrees 19 minutes 00 seconds east, 152.97 feet to the PLACE OF COMMENCEMENT.

MGA COMPLIANCE STATEMENT

The parcel is exempt from the requirements for subdivision approval pursuant to the Municipal Government Act, Part IX, because the parcel was created by subdivision or consolidation or repeal of subdivision prior to April 16, 1987 which either required no

approval, or was validated by subsection 2(1) of the Real Property Transfer Validation Act, or was validated by subsection 291(1) of the Municipal Government Act.

(PID 55492615)

ALL that certain lot, piece or parcel of land situate lying and being in New Minas, in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at an iron pin standing in the south side line of the Post Road leading from Kentville to Wolfville in the County of Kings, aforesaid, said iron pin also standing in the northeast corner of lands now or formerly of Arthur T. Dodge and said iron pin also standing in the northeast corner of the reserved right-of-way mentioned in the Deed from Alonzo A. Dodge to Arthur T. Dodge by Deed bearing date the 10th day of November, A.D., 1934, and recorded at the Office of the Registrar of Deeds in Book 155 at Page 45;

THENCE in an easterly direction along the south side line of the Post Rod leading from Kentville to Wolfville a distance of one hundred and twenty one feet (121) to a cement post standing in the south side line of the Post Road and in the northwest corner of other lands of said Arthur T. Dodge;

THENCE at right angles and running in a southerly direction along lands of the said Arthur T. Dodge a distance of three hundred and sixty-four feet (364) to a cement post;

THENCE at right angles and in a westerly direction in a line parallel with the aforementioned post road along other lands of the said Arthur T. Dodge, a distance of one hundred and twenty-one feet (121) to an iron pin standing in the east side line of lands formerly of W.F. Currie and now or formerly of William Pulsifer;

THENCE in a northerly direction along the east side line of lands formerly of W.F. Currie and now or formerly of William Pulsifer and now or formerly of Harold Dodge and now or formerly of Arthur T. Dodge, a distance of three hundred and sixty-four (364) more or less to the PLACE OF BEGINNING.

FIRST BURDEN

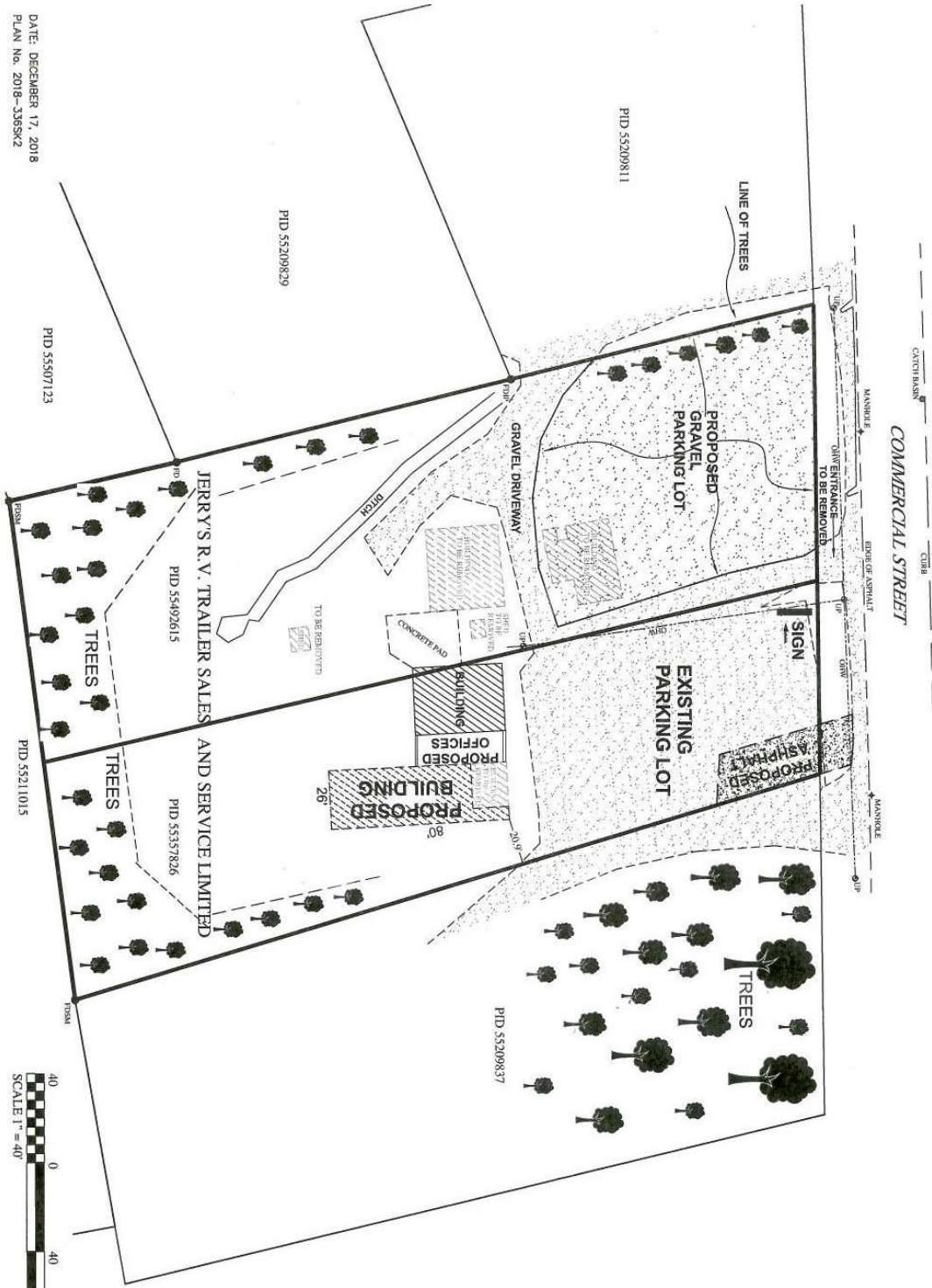
SUBJECT TO an easement between Basil Dodge and the Village Commissioners of the Village of New Minas dated January 25, 1973 and recorded at the Kings County Registry of Deeds on March 8, 1973 in Book 335 Page 67, Document Number 1441.

MGA COMPLIANCE STATEMENT

The parcel is exempt from the requirements for subdivision approval pursuant to the Municipal Government Act, Part IX, because the parcel was created by subdivision or consolidation or repeal of subdivision prior to April 16, 1987 which either required no approval, or was validated by subsection 2(1) of the Real Property Transfer Validation Act, or was validated by subsection 291(1) of the Municipal Government Act.

Schedule B Site Plan

DATE: DECEMBER 17, 2018
 PLAN No. 2018-396SK2



LEGEND

| | | | |
|-------|-------------------|-------|-----|
| ..... | SURVEY MARKER | ..... | SHO |
| ..... | BOUNDARY | ..... | SHO |
| ..... | WITNESS | ..... | WIT |
| ..... | FOUND | ..... | FD |
| ..... | UTILITY POLE | ..... | UP |
| ..... | OPENED | ..... | OP |
| ..... | OVERHEAD | ..... | OH |
| ..... | FIELD MEASUREMENT | ..... | F |
| ..... | PLAN MEASUREMENT | ..... | P |
| ..... | DEED MEASUREMENT | ..... | D |

GRID NORTH