



Municipality of the County of Kings

Committee Recommendations

COMMITTEE: Planning Advisory Committee

COMMITTEE MEETING DATE: [March 9, 2021](#)

COUNCIL MEETING DATE: April 6, 2021

a.	Application to enter into a development agreement to permit additional tourist cabins (File 20-11)	That Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit additional tourist cabins at 850 Grand Pré Road (PID 55235550), Wallbrook, which is substantively the same (save for minor differences in form) as the draft set out in Appendix E of the report dated March 9, 2021. <u>Report Attached</u>
b.	Application to enter into a development agreement to permit the operation of an event venue (File 20-13)	That Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit an event venue at 1017 and 1021 Bluff Road (PIDs 55513428 and 55225627), Lockhartville, which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated March 9, 2021. <u>Report Attached</u>
c.	Public Hearing Date	Tuesday, May 4, 2021, 6:00 pm



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

Application to enter into a development agreement to permit additional tourist cabins at 850 Grand Pre Road, Wallbrook (PID 55235550)

(File 20-11)

March 9, 2021

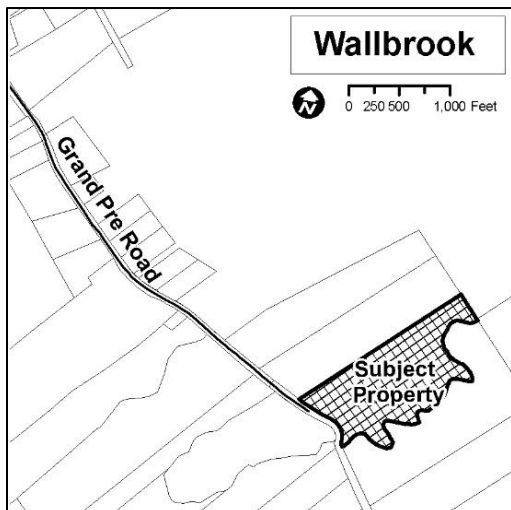
Prepared by: Planning Staff

Applicant	Jonathan Stacey
Land Owner	Valley Sky Luxury Camping Incorporated
Proposal	A clustering of Geodesic Camping Domes
Location	Grand Pre Road, Wallbrook PID 55235550
Lot Area	Approximately 32.5 acres
Designation	Resource
Zone	Resource (N1) Zone
Surrounding Uses	Rural residential, forest, winery and plant nursery also located on Grand Pre Road.
Neighbour Notification	Staff sent notification letters to the 11 land owners within 500 feet of the subject property

1. PROPOSAL

Jonathan Stacey has applied for a development agreement to accommodate additional tourist cabins at 850 Grand Pre Road in Wallbrook. Jonathan is the owner of Valley Sky Luxury Camping and has begun the establishment of a luxury camping experience on the subject property through the available as-of-right development opportunities. The zoning on the property allows for a dwelling and the accessory use of up to 2 tourist cabins as-of-right.

The development agreement is needed to enable the development of additional cabins (any more than 2) and to accommodate the increased building footprint allowance for the larger proposed cabins. The applicant would initially build 5 cabins varying in size within 400 to 1,000 sq ft each. The proposed cabins are modular geodesic dome style structures which range in occupancy from a single bed to multiple beds for larger families.



2. OPTIONS

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

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

3. STAFF RECOMMENDATION

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

The Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit additional tourist cabins at 850 Grand Pre Road (PID 55235550) Wallbrook, which is substantively the same (save for minor differences in form) as the draft set out in Appendix E of the report dated March 9, 2021.

4. BACKGROUND

The applicant Johnathan Stacey purchased the 32 acre wooded subject property in 2019 with the intent of creating a luxury camping destination. The applicant cleared a driveway, and space for cabins in the middle of the property which captured a natural view. This cleared area is well buffered from the surrounding properties and is large enough to accommodate the applicant's dwelling, shed and septic system and several pads for the proposed geodesic domes. The camping domes are modular units from Poland that are shipped and assembled on site. These domes offer a comfortable woods camping experience, without needing a tent or recreational vehicle.

5. INFORMATION

5.1 Site Information

The subject property is a heavily wooded rural property at the south end of Grand Pre Road. The property is surrounded by forested areas, and rural residential uses. The property is undulating but generally slopes downward towards the south, where it meets a ravine created by Curry Brook.

The area and property is in the Resource (N1) Zone and the Resource (N) Future Land Use designation. Grand Pre Road also includes a stretch of Rural Mixed Use (A2) Zone which includes many rural residential dwellings, as well as Lockett Vineyards and a plant nursery.

5.2 Site Visit

A Municipal Planner conducted a site visit on the subject property in the fall of 2020 and discussed the proposal with the applicant. Since this visit, the applicant's dwelling has been built and approved for occupancy. Permits for the two cabins permitted as-of-right have been issued.

5.3 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 online and remained open for public comments for a period of 30 days. No comments or questions were received in response to the PIM or notification letters sent to surrounding property owners.

6. POLICY REVIEW – DEVELOPMENT AGREEMENT

6.1 Land Use By-law

This proposal can be considered by development agreement, as enabled in Section 10.3.5 of the LUB. This section of the LUB lists the uses that can be considered by development agreement within the Resource (N1) Zone:

LUB 10.3.5 Uses Considered by Development Agreement

Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Resource (N1) Zone:

(a) Proposals for visitor-oriented development not permitted as-of-right in accordance with policy 2.5.13 of the Municipal Planning Strategy.

(d) Uses compatible with the purpose of the Resource (N1) Zone that do not otherwise meet the requirements of the zone in accordance with policy 3.6.9 of the Municipal Planning Strategy.

6.2 Municipal Planning Strategy

6.2.1 Enabling Policy and Criteria

Policy 3.6.9 of the Municipal Planning Strategy enables a development agreement within the Resource Designation.

MPS 3.6.9 *consider only by development agreement in the Resource Designation, proposals for uses that are not otherwise permitted or cannot meet zone standards. In evaluating such development agreements, Council shall be satisfied that:*

(a) if the use is a listed, permitted use, the condition(s) that prevents the proposal from being permitted as-of-right in the designation is addressed by the development agreement, including but not limited to enhanced buffering and building and structure position and design; and

(b) the proposal meets the general development agreement criteria set out in section 5.3 Development Agreements and Amending the Land Use By-law.

The location of the proposed cabins is well positioned in the middle of a large wooded property and minimizes conflict with adjacent properties. The draft agreement requires enhanced wooded area buffering as an exchange for allowing larger cabin building footprints. The draft agreement is also able to satisfy the general development agreement criteria which are reviewed in Appendix D and discussed below.

Another MPS Policy enables this development agreement and others that are related to visitor-oriented developments that are not permitted as-of-right. The application can satisfy either of these two enabling policies.

MPS 2.5.13 consider only by development agreement within the Agriculture, Resource, and Shoreland Designations, with the exception of in the Agricultural (A1) Zone, proposals for visitor-oriented developments not permitted as-of-right. In evaluating development agreements, Council shall be satisfied that:

(a) the proposal is oriented to visitors or the travelling public, such as, but not limited to, lodging, restaurants, events venues, or other type of special attractions;

(b) the subject property has a lot area that can appropriately accommodate the proposed use, any accessory uses and structures, parking areas and required infrastructure;

(c) the site facilities are adequately buffered and/or separated from surrounding residential dwellings (other than a residential dwelling occupied by the operator) to mitigate negative impacts associated with noise, light, and other visual impacts;

The proposal is a visitor-oriented development that offers a unique lodging experience, and is located on a 32 acre property that is heavily wooded and separated from the nearest residential uses. The cabins and facilities are positioned in the center of the very well buffered site, which is wooded on all sides, and the proposed development agreement increases the required buffering distance to mitigate any impact from noise, light or activity to the nearest residential use.

6.2.2 Tourism and MPS Objectives

The MPS encourages tourism development in the areas surrounding Grand Pre in an effort to promote the UNESCO designated World Heritage Site (MPS 5.5 Investing in the Future).

MPS 5.5 Grand Pre UNESCO Inscription

In 2011, the Municipality, together with the Province and Federal governments, successfully applied to the United Nations to inscribe Grand Pré as a World Heritage Site. Council intends to continue to support efforts to manage the Landscape and promote the area as a tourism destination.

Providing overnight accommodation in proximity to the Grand Pre UNESCO Site may contribute to this goal by offering visitors access to this and other destinations in the area.

The Economic Objectives in the MPS aim to support eco-tourism opportunities, which is a main aspect of the Valley Sky Luxury Camping proposal.

MPS 2.5 Economic Development Objectives

To facilitate and promote outdoor recreation and eco-tourism opportunities that take advantage of our natural and scenic assets.

The Tourism Policies state that Council shall encourage and permit a variety of visitor-oriented businesses in areas including the Resource designation (MPS 2.5.11)

MPS 2.5.11 Council Shall: permit a variety of opportunities for visitor-oriented businesses in locations and at a scale consistent with the intent of the zones enabled within the Agricultural, Resource, and Shoreland Designations as well as the Historic Hamlet of Grand Pré (A5) Zone;

MPS 2.5.12 encourage and promote opportunities for visitor-oriented businesses in the Municipality

The proposal from Valley Sky Luxury Camping helps to achieve these policies by providing a visitor-oriented and eco-tourism related business with a unique year-round camping experience.

6.2.3 General Development Agreement Criteria

Municipal Planning Strategy section 5.3.7 contains the general criteria used to consider all development agreement proposals. These criteria 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 (see Appendix C for more detail).

It is Staff's opinion that the proposal meets the general criteria in that it will not result in any direct costs to the Municipality, raises no concerns in terms of traffic or access, is compatible with the surrounding development pattern, is serviced by a private sanitary septic system, is compatible with adjacent uses, and raises no concerns regarding emergency services.

7. 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:

- Enable a group of Tourist Cabins
- Allowance for an increased building footprint for each tourist cabins, to a maximum of 1000 sq ft per building.
- Enhanced wooded area buffering requirements of 100 ft minimum along all property lines.

8. CONCLUSION

The proposal and the terms of the draft development agreement are in keeping with the intent of Council's Municipal Planning Strategy. The proposal is enabled by policies regarding Resource uses and tourism within the Municipal Planning Strategy. The proposal meets all other general Development Agreement criteria. As a result, a positive recommendation is being made to the Planning Advisory Committee.

9. APPENDICES

Appendix A: Maps

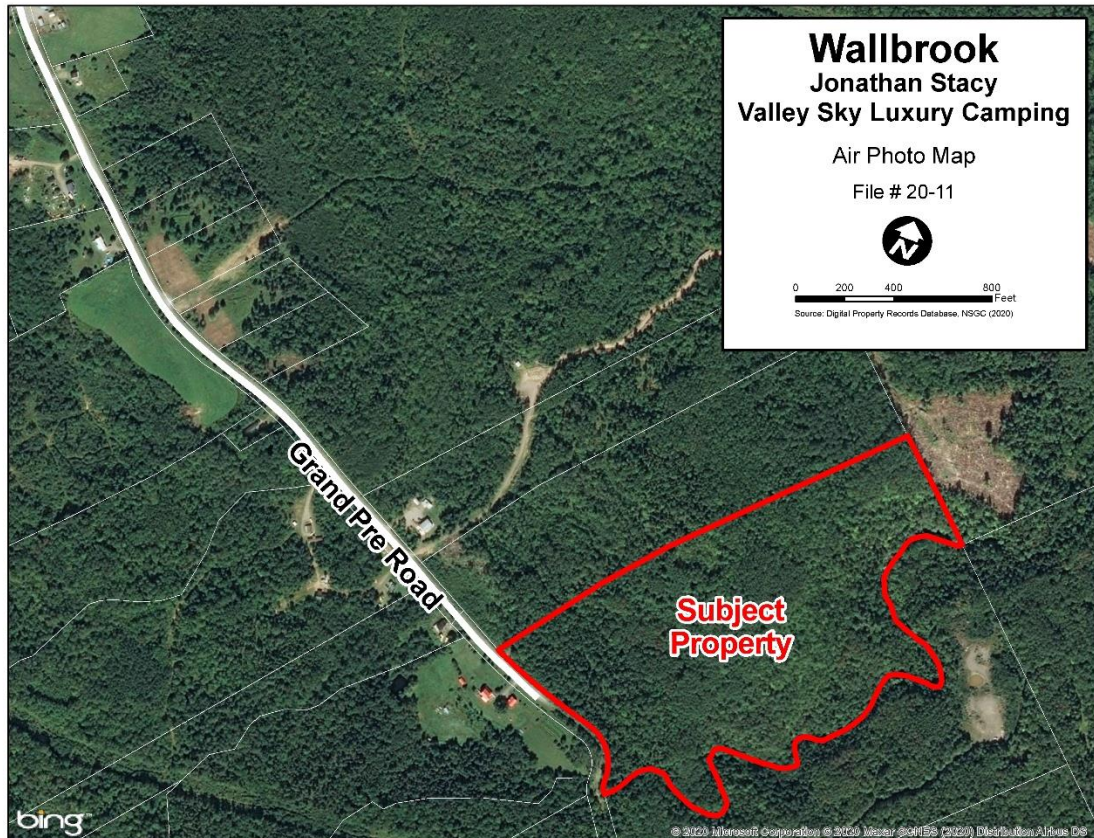
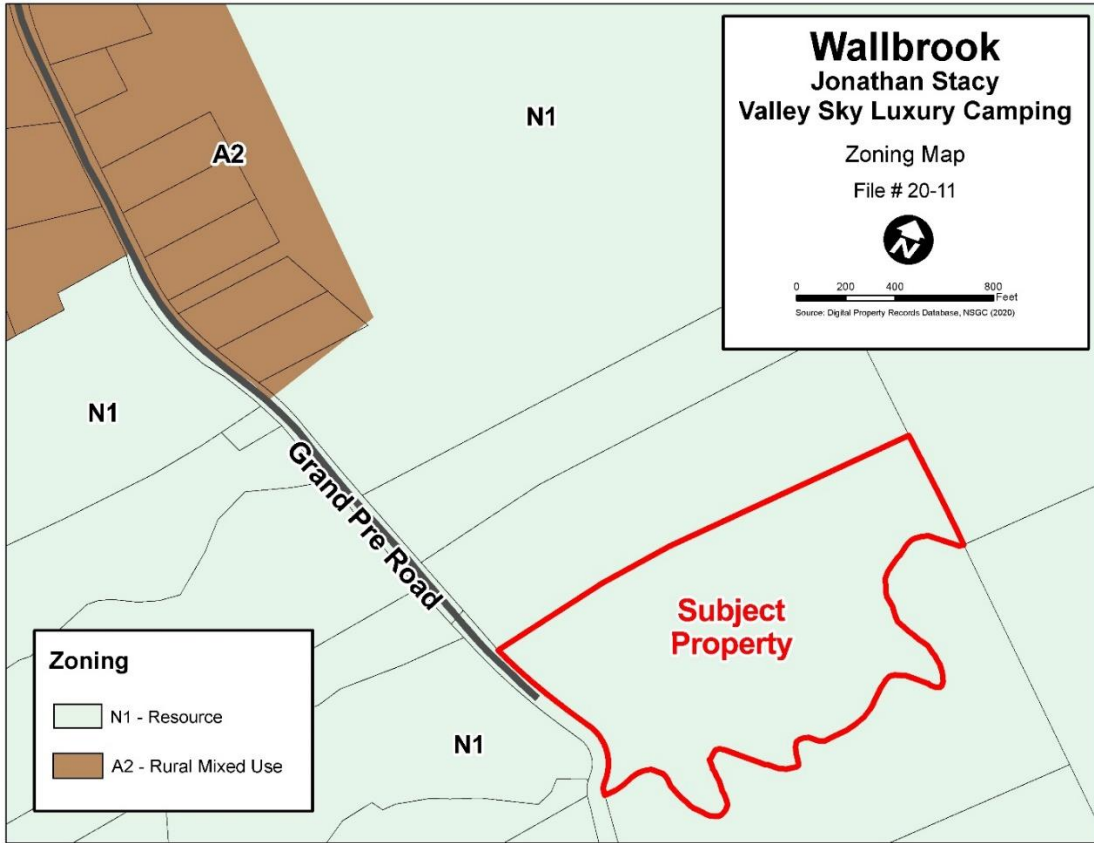
Appendix B: Public Comments

Appendix C: General Development Agreement Criteria

Appendix D: Requests for Comments

Appendix E: Draft Development Agreement

Appendix A: Maps



Appendix B: Public Comments
No questions or comments were received

APPENDIX C – General Development Agreement Criteria

Policy 5.3.7

Council expects to receive applications to amend the Land Use By-law or enter into a development agreement for development that is not permitted as-of-right in the Land Use By-law. Council has established criteria to ensure the proposal is appropriate and consistent with the intent of this Strategy.

Council shall be satisfied that a proposal to amend the Land Use By-law or to enter into a development agreement:

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed accommodations align with the tourism objectives, resource designation and economic development objectives of the MPS
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	No conflict with programs or by-laws
<i>c. that the proposal is not premature or inappropriate by reason of:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	Residential and commercial tourism uses are expected to be compatible with the surrounding land uses which include a vineyard and other rural residential land uses. The subject property is heavily buffered from the nearest land use, which minimizes any potential impact.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable to tourist accommodations
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	The Department of Transportation and Infrastructure Renewal was comfortable with the existing road network and did not consider increased traffic to be a hazard on Grand Pre Road.
<i>v. the adequacy of fire protection services and equipment;</i>	The Wolfville Fire Chief confirmed that fire protection services and equipment were adequate to serve the property.
<i>vi. the adequacy of sewer and water services, including but not limited to on-site services;</i>	No central sewer or water services are available at the subject property. Water and waste water services are both on-site systems falling under the jurisdiction of Nova Scotia Environment.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Unexpected, as the property is heavily wooded. Also the property owner is required to contain all post-development storm water flow on site.

<p><i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i></p>	<p>There are no identified wellfields in the area.</p>
<p><i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i></p>	<p>The property owner will be required to follow provincial specifications regarding soil erosion during construction phases.</p>
<p><i>x. negative impacts on lake water quality or nearby wetlands;</i></p>	<p>Not expected to create impact as the property is heavily wooded. Also the property owner is required to contain all post-development storm water flow on site.</p>
<p><i>xi. negative impacts on neighbouring farm operations;</i></p>	<p>Not applicable</p>
<p><i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i></p>	<p>The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.</p>

APPENDIX D – Requests for Comments

Department of Transportation and Infrastructure Renewal (DTIR)

- DTIR had no concerns with the adequacy of the road or surrounding road network
- DTIR was confident a commercial access permit could be granted for the driveway on the subject property, and expressed no concerns with the proposal.

Nova Scotia Environment (NSE)

- NSE confirmed that a septic system sized accordingly to the maximum number of units is required to be approved with their office. This aspect of waste water servicing is clarified within the development agreement.

Municipality of the County of Kings Building and Enforcement

- The Manager of Building and Enforcement Services had no specific concerns with the proposal.
- Fire protection services for the subject property have been deemed to be adequate by the Wolfville fire chief.

Municipality of the County of Kings Development Control

- Comments from Development Control have informed terms of the draft development agreement.

Appendix E: Draft Development Agreement

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

BETWEEN:

Jonathan Stacey, owner of **Valley Sky Luxury Camping**, of Wallbrook, 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 Property Identification (PID) Number 55235550; and

WHEREAS the Property Owner wishes to use the Property for Tourist accommodations.

WHEREAS the Property is situated within an area designated Resource (N) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Resource (N1) on the Zoning Map of the Land Use By-law; and

WHEREAS policies 2.5.13 and 3.6.9 of the Municipal Planning Strategy and section 10.3.5 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

1.2 Municipal Planning Strategy and Land Use By-law

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved September 5, 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) *Tourist cabin* means a rental cabin, yurt, geo dome or one unit dwelling in which accommodation is provided on a short term or temporary basis to the travelling public.

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 By-law (as may be amended from time-to-time); and
- (b) Tourist Cabins – not to exceed a total of 10 cabins, with a maximum building footprint of 1000 sq ft for each cabin. If more than 2 tourist cabins are offered, an on-site caretaker shall reside on the same lot.

Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw apply to any development undertaken pursuant to this Agreement.

2.2 Appearance of Property

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.

2.3 Subdivision

Except as otherwise provided for in this Agreement, the subdivision of the Property shall comply with the requirements of the Subdivision By-law, as may be amended from time-to-time, according to the minimum lot size requirements in the Commercial Recreation (P1) Zone.

2.4 Erosion and Sedimentation Control

During any site preparation, construction activities or demolition activities 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.

2.5 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.

2.6 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.

2.7 Enhanced Buffering

A natural wooded area at least 100 feet in width along all side and rear lot lines shall be maintained. If any portion of the 100 foot wide area is cleared, then trees and shrubs that would naturally spread in the area shall be grown.

2.8 Setbacks

All developments, including parking areas, camp sites, public gathering areas, loading areas, and outdoor storage shall be set back 60 feet from all lot boundaries. This setback shall not apply to signage, which can locate closer to front lot lines.

PART 3 CHANGES AND DISCHARGE

3.1 Any matters in this Agreement which are not specified in Subsection 3.2 below are not substantive matters and may be changed by Council without a public hearing.

3.2 The following matters are substantive matters:

a) The uses permitted on the property as listed in Section 2.1 of this Agreement;

Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement.

3.3 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.

3.4 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 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;
- (b) The Developer shall commence construction within ten (10) 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 ensure 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 designing 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:		JONATHAN STACEY (PRESIDENT/DIRECTOR OF VALLEY SKY)
_____ Witness		_____ Jonathan Stacey
_____ Witness		_____ Name of Signing Authority

Schedule A – Property Description

PARCEL DESCRIPTION REPORT

2020-08-07 10:18:12

PID: 55235550
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2020-04-30 08:37:16

ALL that land situated at Wallbrook, in the County of Kings and Province of Nova Scotia, known as the Front lot;

BOUNDED on the south by Mill Brook;

ON the west by Telegraph Road;

ON the north by land of Arch Vaughan;

ON the east by the Base Line.

BEING AND INTENDED TO BE a portion of those lands conveyed by Gordon C. Allen to Gordon C. Allen and Marjorie I. Allen, as Joint Tenants, by Deed registered at the Kings County Registry of Deeds in Book 489 Page 605 as Document 3668.

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

Not Subject To:

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



Municipality of the County of Kings

Report to the Planning Advisory Committee

Application to enter into a development agreement to permit an event venue at 1017 and 1021 Bluff Road, (PID 55513428, 55225627), Lockhartville (File 20-13)

March 9, 2021

Prepared by: Planning and Development Services Staff

Applicant	Raye Myles
Land Owner	Raye Myles – Horton Light
Proposal	Event Venue
Location	1017 and 1021 Bluff Road, Lockhartville
Lot Area	Approximately 52 acres and 15 acres
Designation	Agricultural
Zone	Rural Mixed Use (A2) Zone
Surrounding Uses	Rural residential, forested areas, agricultural uses.
Neighbour Notification	Staff sent notification letters to the 18 land owners within 500 feet of the subject property

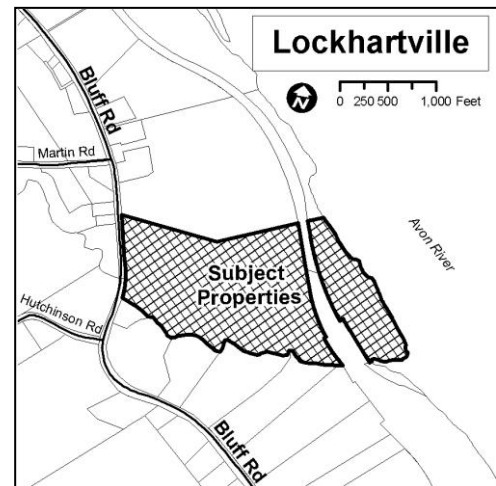
1. PROPOSAL

Raye Myles has applied for a development agreement to permit the use of an agricultural building as an event venue.

2. OPTIONS

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

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



3. STAFF RECOMMENDATION

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

The Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit an event venue at 1017 and 1021 Bluff Road (PID 55513428 and 55225627), Lockhartville, which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated March 9, 2021.

4. BACKGROUND

Mr. Myles purchased these properties in the early 2000s and, since then, has constructed several buildings on the properties that have historical interest including a replica of the Horton Bluff Lighthouse and Keepers Dwelling that was previously located in the area and is currently used as a residence, as well as an accessory building using reclaimed building materials from the Avonport Foundry and the Cornwallis Inn. Mr. Myles also owns several pieces of heritage farm equipment that are displayed for events.

Mr. Myles has been permitting individuals to use his agricultural building for events over the past several years in exchange for a donation to the Hantsport Food Bank. This application comes as a result of a complaint file that was opened when one of the individuals that were using the property set off fireworks as part of their event. Mr. Myles has since updated his rental agreement to reflect that no fireworks are permitted to be set off.

5. INFORMATION

4.1 Site Information

The subject properties are located in the community of Lockhartville and are located on Bluff Road. The properties are bisected by the former Windsor and Hantsport Railway line. The western property (PID 55225627) has a lot area of approximately 52 acres as well as approximately 870 feet of road frontage on Bluff Road. This property is largely vegetated with the exception of along the driveway. There is also a field on the north side of the driveway that extends approximately 985 feet from the front lot line. This property has several buildings developed including the agricultural building proposed to be used for events, an abandoned dwelling, an accessory garage, an outhouse building, and a storage shed. Permits have also been issued for a dwelling on this property.

The building proposed to be used as an event venue is approximately 2,000 square feet in size of which approximately 1,650 square feet is considered usable by parties renting the space.

The eastern property (PID 55513428) has a lot area of approximately 15 acres. The property is bounded by the railway to the west and the Minas Basin to the east and does not have road frontage. The property has approximately 2,175 feet of frontage on the Minas Basin. This property is developed with the replica lighthouse that is currently used as a cottage by the owner. There is also a utility shed, a potting shed and a small accessory building in proximity to the water. Mr. Myles has indicated that, from time to time, events are hosted on this property within a tent.

4.2 Site Visit

A Municipal Planner conducted a site visit on the subject property on in the fall of 2020 and discussed the proposal with the applicant.

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 online and remained open for public comments for a period of 30 days. One email was received in support of this proposal from a neighbour. This email is included in Appendix A of this report.

5. POLICY REVIEW – DEVELOPMENT AGREEMENT

5.1 Land Use Bylaw

This proposal can be considered by development agreement, as enabled in Sections 8.4.5 and 14.7.2 of the LUB. Section 8.4.5 outlines the types of developments that can be considered by development agreement in the Rural Mixed Use (A2) Zone:

8.4.5 Uses Considered by Development Agreement

Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Rural Mixed Use (A2) Zone:

(a) Proposals for visitor-oriented development not permitted as-of-right in accordance with policy 2.5.13 of the Municipal Planning Strategy.

(e) Uses considered by Development Agreement in all zones listed in 14.7.

Section 14.7 outlines the types of developments that can be considered by development agreement in all zones:

14.7.2 Unique Sites and Structures

Development of unique sites and structures in accordance with policy 2.9.7 and policy 2.9.8 of the Municipal Planning Strategy.

5.2 Municipal Planning Strategy

5.2.1 Enabling Policy and Criteria

Policy 2.5.13 of the Municipal Planning Strategy enables a development agreement within the Agricultural Designation.

Council shall:

2.5.13 consider only by development agreement within the Agriculture, Resource, and Shoreland Designations, with the exception of in the Agricultural (A1) Zone, proposals for visitor-oriented developments not permitted as-of-right. In evaluating development agreements, Council shall be satisfied that:

(a) the proposal is oriented to visitors or the travelling public, such as, but not limited to, lodging, restaurants, events venues, or other type of special attraction;

The proposal includes an event venue.

(b) the subject property has a lot area that can appropriately accommodate the proposed use, any accessory uses and structures, parking areas and required infrastructure;

The subject properties have a combined lot area 67 acres which is suitable for the proposed uses and any other permitted uses and accessory uses and structures.

(c) the site facilities are adequately buffered and/or separated from surrounding residential dwellings (other than a residential dwelling occupied by the operator) to mitigate negative impacts associated with noise, light, and other visual impacts;

The subject properties are heavily vegetated with a minimum of 275 feet of vegetative buffer between the proposed event venue use and the southern property line. The closest neighbouring dwelling is over 1,300 feet from the proposed event venue use and benefits from an additional 700 feet of forested area.

(f) the proposal meets the general development agreement criteria set out in section 5.3 Development Agreements & Amending the Land Use By-law.

These criteria are reviewed in section 5.2.3 of this report.

The location of the proposed use on these large properties is well distanced and buffered from any nearby residential dwellings.

5.2.2 Unique Sites and Structures

The Municipal Planning Strategy recognizes the value of unique and historic sites, structures, places, lots and landscapes. It also recognizes that modern policies and regulations may not always be appropriate for the reuse and appreciation of these assets. As a result, there are policies contained within the Municipal Planning Strategy that encourage the appreciation of these uses through somewhat more flexible development options enabling the development of uses not permitted as-of-right under the Land Use By-law.

Policy 2.9.6 of the Municipal Planning Strategy defines Unique Lots and Historic Places and Structures as follows:

2.9.6 (b) Unique Lots: those lots created before 1979 that have features that limit their development potential for uses permitted in the assigned designation and zone. The boundaries of a unique lot may have been altered by addition or consolidation after 1979 , but still have features that limit their development potential.

(c) Historic Places and Structures: a structure, building, group of buildings, district, landscape, archaeological, or other place that is recognized, either formally or informally, for its heritage value. Heritage value is based on the aesthetic, historic, scientific, cultural, social, or spiritual importance or significance for past, present or future generations. The heritage value of a historic place is embodied in its character-defining materials, forms, location, spatial configurations, uses and cultural associations. Historic places can range from an old pioneer cemetery, a home designed by a renowned architect, a designated heritage property, or a significant archaeological site. Historic places present subdivision challenges due to lack of access or public road frontage, or non-compliance with zone restrictions.

Staff have determined that the subject properties represent a unique lot containing historic structures. The easterly property (PID 55513428) does not have road frontage, which significantly limits its development potential. As mentioned briefly earlier in this report, the structures on the property have been constructed using historic building plans and materials and reflect the farming

and shipping heritage of the local area and also serve to reuse portions of the built heritage of the area. Photographs of the structures and other items of interest are contained in Appendix B of this report.

5.2.3 General Development Agreement Criteria

Municipal Planning Strategy section 5.3.7 contains the general criteria used to consider all development agreement proposals. These criteria 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 (see Appendix C for more detail).

Staff requested comments from the following departments:

- Department of Transportation and Infrastructure Renewal related to traffic generation or hazards.
- Hantsport Fire Department with regard to the ability to provide fire protection services and site considerations relate to providing said services.
- Building Inspections and Enforcement Services with regard to the occupancy of the building.

It is Staff's opinion that the proposal meets the general criteria in that it will not result in any direct costs to the Municipality, raises no concerns in terms of traffic or access, is compatible with the surrounding development pattern, is serviced by a private sanitary septic system, is compatible with adjacent uses, and raises no concerns regarding emergency services. There was some concern raised by the Fire Department regarding the width of a gate that is located at the entrance of the property but these concerns have been addressed to the satisfaction of the Fire Chief and Planning Staff.

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:

- Permit the use of the property for events in specific areas
- Ensure that vegetation is retained on the property to buffer the proposed use.
- Establish hours of operation
- Establish controls on amplified music

7. CONCLUSION

The proposal and the terms of the draft development agreement are in keeping with the intent of Council's Municipal Planning Strategy. The proposal is enabled by policies regarding tourism and historical resources within the Municipal Planning Strategy. The proposal meets all other general Development Agreement criteria. As a result, a positive recommendation is being made to the Planning Advisory Committee.

8. APPENDICES

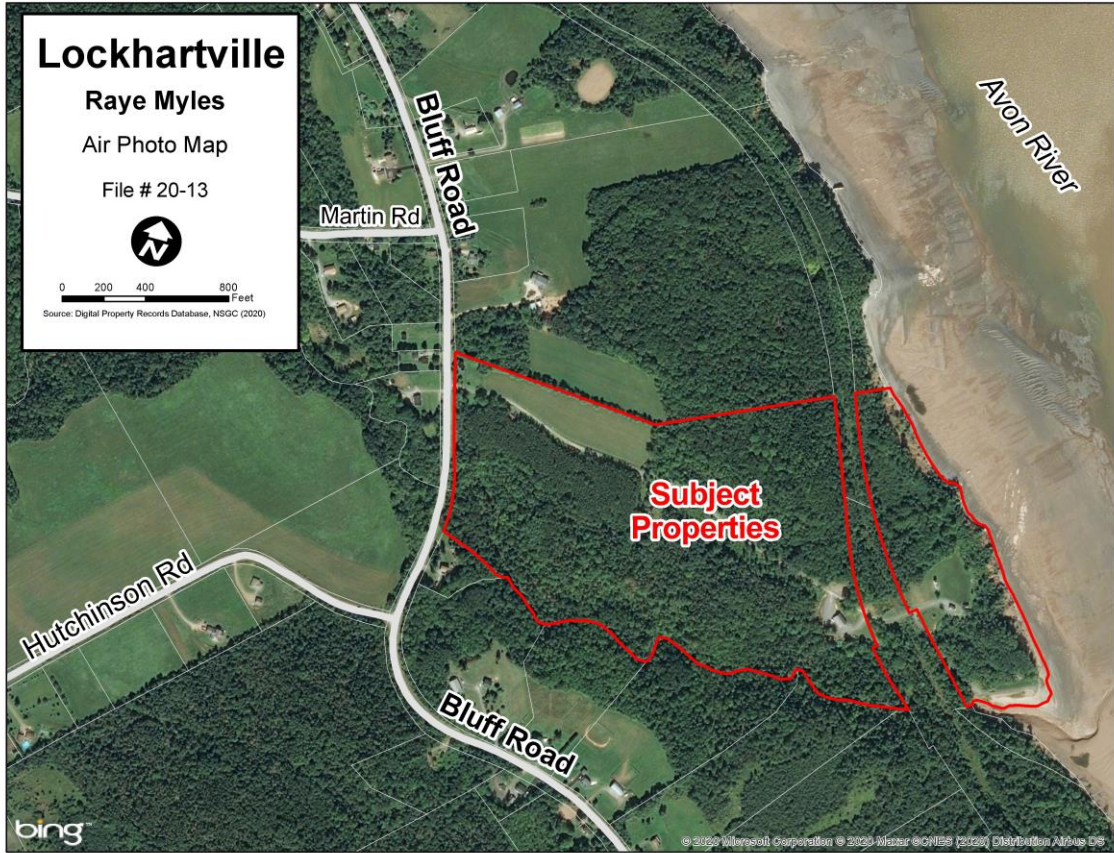
Appendix A: Maps

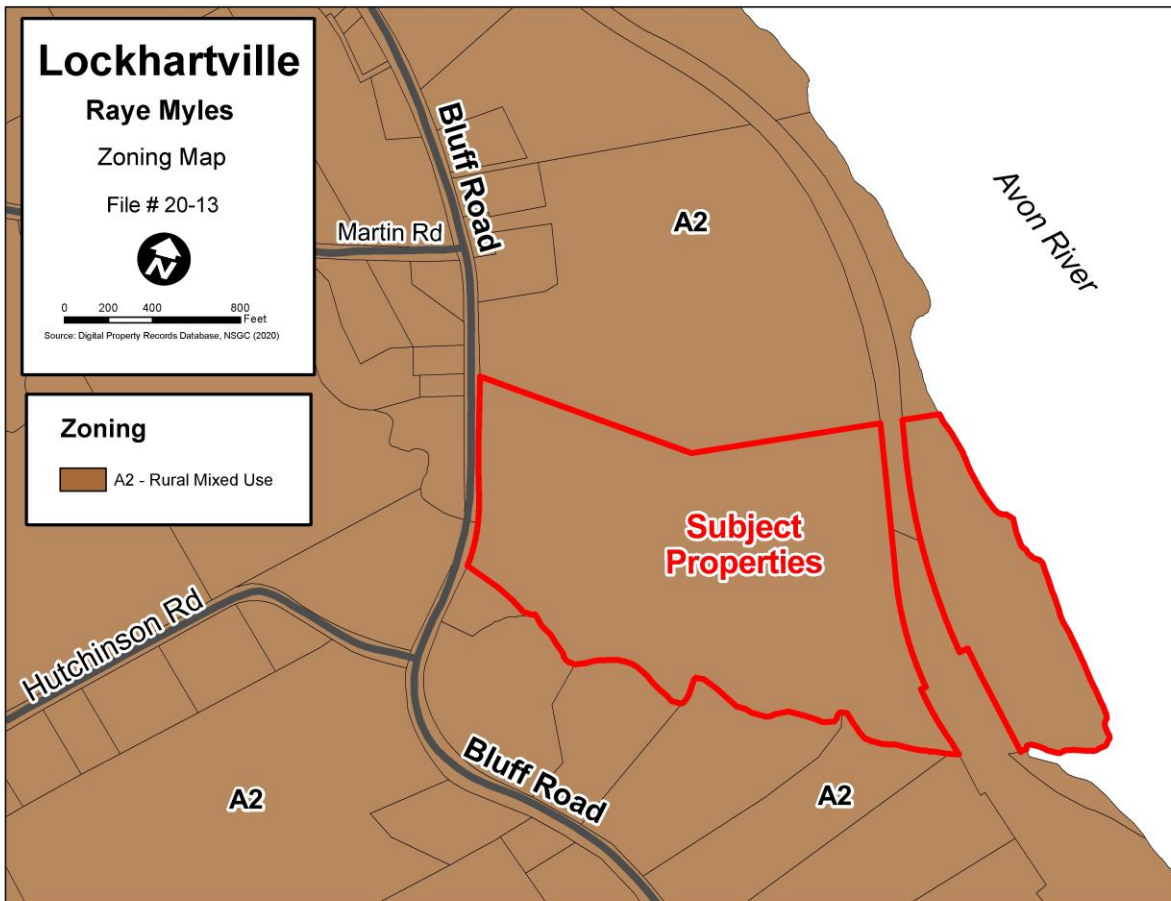
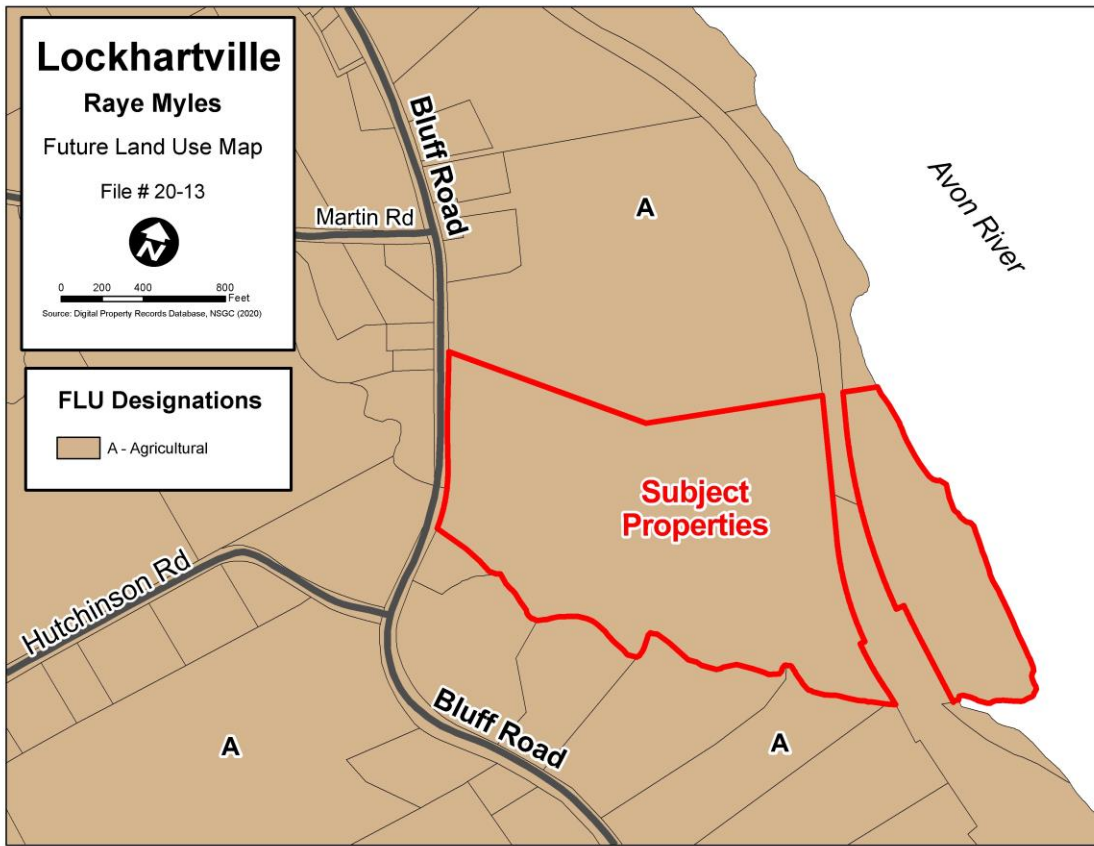
Appendix B: Public Comments

Appendix C: General Development Agreement Criteria

Appendix D: Draft Development Agreement

Appendix A: Maps





Appendix B: Public Comments

From: Margie MacIntosh

Sent: November-09-20 10:44 AM

To: Laura Mosher

Subject: ATTN: Laura Mosher /Manager ~ Planning & Development Services

Re: event venue at 1021 Bluff Road (PIDs **55225627** and **55513428**), Lockhartville

Laura;

Apologies for this late response to your letter of October 10/2020.

We are the property owners of 1167 Bluff Road, and have been acquainted with Raye Miles for the 15 years we've lived at this address. Brad & his family have known Raye many years prior to our purchase of 1167 Bluff Road, and we have always considered ourselves fortunate to have him as a neighbor. He takes great pride in his property, and has always been a responsible property owner and is respectful and considerate of his neighbors and community.

We weren't clear on whether a letter in response to your notification was mandatory, but we do have a question regarding what specific type of venue this application implies.

Your letter referred to Raye's application to permit an 'event venue' and then was referred to as a 'wedding venue'. Is there more latitude with the rules or restrictions governing an 'event' venue as opposed to a permit for a 'wedding' venue?

Also, if the property were to be sold, would this permit be carried over to the new owner?

We were under the impression that Raye's property was zoned as conservation land. Maybe this was an incorrect assumption, but just an additional question we had for you.

Bottom line:

We have never been given reason to be concerned about Raye's management of his property. This letter is to confirm our position regarding his application. However, if there is any information you feel we should be privy to... ie: the property were to change hands, we would appreciate your input.

Sincerely,

Brad & Margie MacIntosh

From: Laura Mosher

Sent: November 9, 2020 11:28 AM

To: 'Margie MacIntosh'

Subject: RE: ATTN: Laura Mosher /Manager ~ Planning & Development Services

Hello Margie,

Thank you for your email and voicemail. No need to apologize – you're not too late.

With regard to the different terms of 'wedding venue' and 'event venue' – we don't see a distinction between the two terms so the same permissions and restrictions would be present for both.

With regard to the transferability of the use to new owners. What we are working to produce for this application is a development agreement which outlines the additional use(s) that are permitted on the property and any restrictions that would be required over and above what is required under the Land Use By-law. This is registered on title, so it travels with the land, not the individual. So, yes, were Raye to sell the property, the new owners could operate the event venue.

The land is located in the Rural Mixed Use (A2) Zone. We don't have a conservation zone in the County. The closest would be the Environmental Constraints (O1) zone which is applied to areas that are likely to flood or exhibit very steep slopes.

Thanks again for your email, please let me know if you have any other questions,

Laura Mosher, MCIP LPP

Manager - Planning and Development Services

Municipality of the County of Kings

181 Coldbrook Village Park Drive, Coldbrook B4R 1B9

t: 902-690-6102

f: 902-679-0911

www.countyofkings.ca

Hi Laura;

Thanks so much for your prompt response.

Raye takes great pride in his property ... & in our experience... he has always been considerate of the neighbouring community.

We appreciate your information.

Stay safe & well.

~ Margie

APPENDIX C – General Development Agreement Criteria

Policy 5.3.7

Council expects to receive applications to amend the Land Use By-law or enter into a development agreement for development that is not permitted as-of-right in the Land Use By-law. Council has established criteria to ensure the proposal is appropriate and consistent with the intent of this Strategy.

Council shall be satisfied that a proposal to amend the Land Use By-law or to enter into a development agreement:

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed event venue aligns with tourism objectives, historic resources development objectives of the MPS
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	No conflict with programs or by-laws
<i>c. that the proposal is not premature or inappropriate by reason of:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	The proposed event venue is well buffered and distanced from surrounding uses. It is staff's opinion that negative impacts on neighbouring residential uses will be minimal.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	The Department of Transportation and Infrastructure Renewal was comfortable with the existing road network and did not consider increased traffic to be a hazard on Bluff Road.
<i>v. the adequacy of fire protection services and equipment;</i>	The Hantsport Fire Chief confirmed that fire protection services and equipment were adequate to serve the property. There were concerns over the width of the gate and the provision of a truck turnaround area. A key to the gate has been provided to the Fire Chief and a turnaround area has been identified on the site plan of the Draft Development Agreement.
<i>vi. the adequacy of sewer and water services, including but not limited to on-site services;</i>	No central sewer or water services are available at the subject property. Water and waste water services are both on-site systems falling under the jurisdiction of Nova Scotia Environment.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Unexpected, as the property is heavily wooded. Also the property owner is required to contain all post-development storm water flow on site.

<p><i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i></p>	<p>There are no identified wellfields in the area.</p>
<p><i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i></p>	<p>Staff are satisfied that the proposal will not result in pollution including erosion, siltation or other negative impacts.</p>
<p><i>x. negative impacts on lake water quality or nearby wetlands;</i></p>	<p>Not applicable</p>
<p><i>xi. negative impacts on neighbouring farm operations;</i></p>	<p>Not expected to negatively impact local farming operations.</p>
<p><i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i></p>	<p>The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.</p>

Appendix D – Draft Development Agreement

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

BETWEEN:

Raye Myles, 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 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 "Properties") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55225627 and PID 55513428; and

WHEREAS the Property Owner wishes to use the Properties for residential uses and an event venue; and

WHEREAS the Properties are situated within an area designated Agricultural on the Future Land Use Map of the Municipal Planning Strategy, and zoned Rural Mixed Use on the Zoning Map of the Land Use By-law; and

WHEREAS policies 2.5.13 and 2.9.7 of the Municipal Planning Strategy and sections 8.4.5(a) and 14.7.2 of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Properties 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 By-law 105 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (c) *Subdivision By-law* means By-law 60 of the Municipality, approved September 5, 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 By-law. Words not defined in the Land Use By-law but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tent* means a covered, open-air building—that can be disassembled—intended for use by the public and/or for serving special events and is accessory to the Event Venue use.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time-to-time);
- (b) an Event Venue located within the area identified as Development Envelope A on Schedule B – Site Plan;
- (c) Tents associated with the event venue located within the areas identified as Development Envelope A or Development Envelope B;
- (d) gazebo associated with the event venue located within Development Envelope B as indicated on Schedule B – Site Plan;

- (e) existing one unit dwelling located within the area identified as Development Envelope B on Schedule B – Site Plan.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law shall apply to any development undertaken pursuant to this Agreement.

2.2 Site Plan

- (a) All uses enabled by this Agreement on the Properties shall be developed generally in accordance with Schedule B, Site Plan;
- (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 Parking

- (a) Parking for the Event Venue shall occur within Development Envelope A, Development Envelope B and/or the area identified as Parking Area, as identified on Schedule B – Site Plan.
- (b) Parking shall be not be permitted within 10 feet of the travelled way of the existing driveway.
- (c) No permanent or temporary buildings or structures shall be permitted to be erected within the area identified as Parking Area on Schedule B – Site Plan.
- (d) Barrier free parking spaces shall be provided in accordance with the *National Building Code*.

2.4 Signs

Signs shall be permitted on the Properties subject to the requirements for signs associated with Residential Uses in Rural Zones per section 14.6.16 of the Land Use By-law.

2.5 Appearance of Properties

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

2.6 Vegetation

Areas identified on Schedule B – Site Plan as vegetated shall remain vegetated to provide an effective visual and sound buffer. Should vegetation required to provide through this agreement be destroyed or removed vegetation shall be left undisturbed to enable natural regrowth.

2.7 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 Properties.

2.8 Erosion and Sedimentation Control

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

2.9 Lighting

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

2.10 Hours of Operation

The hours of operation for the event venue permitted in Section 2.1 (b) 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.

2.11 Amplified Sound

The use of speakers to amplify sound (ie. Music, microphones) shall only be permitted within the Event Venue building or a Tent associated with the Event Venue.

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 at the Property Owner's expense.

PART 3 CHANGES AND DISCHARGE

3.1 Any matters in this Agreement which are not specified in Subsection 3.2 below are not substantive matters and may be changed by Council without a public hearing.

3.2 The following matters are substantive matters

- (a) the uses permitted on the Properties as listed in Section 2.1 of this Agreement;
- (b) development that would result 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 Properties shall not require any amendment to this Agreement.

3.3 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 Properties; or
- (b) the Municipality for the purpose of creating or expanding open space within the Properties;

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.

3.4 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 Properties until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required.

For clarity, the erection of a Tent shall require a building and development permit each time it is erected.

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;

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 Properties 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 ensure 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 designing 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

Raye Myles

Schedule A – Property Description

Accessed March 5, 2021

PID 55225627

ALL that certain lot, piece or parcel of land situate, lying and being on the Shore Road between Avonport and Hantsport and bounded and described as follows:

BOUNDED on the West by the Bluff Road, so-called;

NORTHERLY by lands now or formerly of Clarence Fielden;

ON the East by the Avon River, and

ON the South by lands now or formerly of Nicholas Harvie and lands now or formerly of Fielden.

SAVING AND EXCEPTING All that lot of land lying to the east of the western boundary of the Windsor & Hantsport Railway Company.

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

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: KINGS COUNTY

Registration Year: 1957

Book: 191 Page: 94 Document Number: 3552

PID 55513428

ALL that certain lot, piece or parcel of land situate, lying and being on the Shore Road between Avonport and Hantsport and bounded and described as follows:

BOUNDED on the West by the Bluff Road, so-called;

NORTHERLY by lands now or formerly of Clarence Fielden;

ON the East by the Avon River, and

ON the South by lands now or formerly of Nicholas Harvie and lands now or formerly of Fielden.

SAVING AND EXCEPTING All that lot of land lying to the west of the eastern boundary of the Windsor & Hantsport Railway Company.

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

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: KINGS COUNTY

Registration Year: 1957

Book: 191 Page: 94 Document Number: 3552

Schedule B – Site Plan

