



## Planning Advisory Committee

Tuesday, August 9, 2022 at 1:00 p.m.

Council Chambers

181 Coldbrook Village Park Drive

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# PLANNING ADVISORY COMMITTEE

Tuesday, June 14, 2022

## Draft Minutes

### Meeting, Date and Time

A meeting of the Planning Advisory Committee (PAC) was held on Tuesday, June 14, 2022 in the Council Chambers at 181 Coldbrook Village Park Drive.

### Attending

In Attendance:

#### PAC Members

Councillor Martha Armstrong – District 4 (Chair)  
Councillor Dick Killam – District 3 (Vice Chair)  
Councillor June Granger – District 1  
Councillor Jim Winsor – District 8  
Councillor Peter Allen – District 9  
Chantal Gagnon – Citizen Member  
Logan Morse – Citizen Member

#### Municipal Staff

Trish Javorek – Director of Planning and Inspections  
Laura Mosher – Manager of Planning and Development Services  
Laurie-Ann Clarke – Recording Secretary

#### Guests

Ian Watson – Senior Planner, UPLAND Planning + Design Studio

#### Regrets

Kate Friars – Citizen Member

#### Public

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#### 1. Meeting to Order

Councillor Armstrong, Chair, called the meeting to order at 1:01 p.m.

#### 2. Roll Call

Roll call was taken.

#### 3. Amendments to Agenda

There were no amendments to the agenda.

#### 4. Approval of the Agenda

**On motion of Councillor Allen and Councillor Granger, that the agenda be approved as circulated.**

**The question was called on the motion. Motion carried.**

#### 5. Disclosure of Conflict of Interest Issues

There were no conflict of interest issues disclosed.

#### 6. Approval of Minutes

##### a) May 10, 2022, May 19, 2022

**On motion of Councillor Allen and Councillor Granger, that the minutes of the Planning Advisory Committee meetings held on Tuesday, May 10 and Thursday, May 19, 2022 be approved as circulated.**

**The question was called on the motion. Motion carried.**

7. **Business Arising from the Minutes**

None.

8. **Business**

a) **Continued discussion from May 19, 2022 – Draft New Minas Secondary Planning Strategy (SPS)**

In follow up to the May 19<sup>th</sup> discussion of the draft New Minas Secondary Planning Strategy (SPS), Ian Watson, Senior Planner at UPLAND Planning + Design Studio, provided a presentation. At that meeting, there was a request for more information on the idea of bonus zoning for development in New Minas South. A supplementary report was included with the agenda package and Mr. Watson shared the details of that report with the PAC. The option to include bonus zoning in Municipal Planning Strategy or Land Use By-law comes from section 220 of the *Municipal Government Act* and is a tool that allows for additional development opportunity over and above the zoning limits if a developer provides a public benefit in exchange for that opportunity. While drafting the SPS, the New Minas Secondary Planning Strategy Working Group (Working Group) had discussed capping the size of retail businesses in New Minas South and after a close vote and contentious conversation, opted to leave any recommendation on commercial development to the PAC. There is a concern that large established businesses currently on Commercial Street may be interested in moving to New Minas South leaving large abandoned commercial space behind. The recommendation from staff to combat this issue could be a requirement for commercial developments in New Minas South if over 25,000 square feet, to provide a financial contribution that will benefit the public.

There was a lengthy discussion amongst the PAC in response to Mr. Watson's presentation and the supplemental report. Councillor Killam shared that he has heard a mixed reaction from those he has discussed it with but indicated that current business owners are concerned about the development of New Minas South on existing businesses. A citizen member shared that they are generally in support of bonus zoning however they do not feel that figure suggested in the agenda package would provide sufficient public benefit and would like the figure to be discussed further. Councillor Granger sees development in New Minas South as an opportunity to draw in more visitors and shoppers from South-Western Nova Scotia. Councillor Winsor believes that turning the development into a regional destination will require large retail stores and is concerned that bonus zoning will prevent those stores from building in New Minas. Staff noted that the idea of bonus zoning is used in other parts areas and large retailers are used to building these costs into their plans for development.

The subject of climate change and the protection of undeveloped areas was explored. Councillor Killam noted that he is concerned about the long term effects of development in New Minas South and a citizen member asked about protection for the area around the ravines and the old growth hemlock forest as well as suggested that funds from bonus zoning could be used to maintain green space or provide environmental protection. Staff advised that



the intended use of any funds generated is still up for discussion and would become part of the public consultation process.

There was a discussion on the ability to stipulate availability of “affordable housing” within the development. Staff shared that affordable housing is difficult to write into policy as there is no definitive definition of “affordable” and the Municipality does not have the administrative capacity to ensure compliance. With the majority of land available for development in New Minas South being zoned for residential use, an increase in the number of homes will provide much needed relief to the municipal housing market and ultimately have an effect on both purchase and rental pricing in the area.

Throughout the meeting, members of the PAC reiterated that the Working Group’s contributions to the draft SPS are greatly appreciated and expressed that their conversations and thoughts surrounding commercial development in New Minas South are recognized and being taken into consideration in moving forward with the draft. A citizen member asked for clarification on the steps involved in the process for having the SPS approved and staff advised that if there were no further questions or clarification required, the next step would be for PAC to authorize a Public Participation Meeting (PPM). Following the PPM, staff would summarize the public’s feedback to the PAC and then the PAC would have the option to make a recommendation to Council. With no further questions or comments, the Chair requested that the recommended motions contained in the supplemental report be presented to the committee for discussion.

**On motion of Ms. Gagnon and Councillor Granger, that the Planning Advisory Committee request adjustments to the draft Growth Centre of New Minas Secondary Plan to require commercial developments in excess of 25,000 square feet in New Minas South to provide public contributions for use within the Growth Centre of New Minas as enabled by the bonus zoning provisions of 220(5)(k) of the *Municipal Government Act*.**

Discussion:

Councillor Winsor shared that he was not in favour of the motion indicating that he is uncomfortable with an idea that he feels has not been fully developed, was not discussed by the Working Group. He expressed his opinion that New Minas will be at a competitive disadvantage to other Growth Centres if it is the only area with bonus zoning. He would like to move into public consultation without amendments related to bonus zoning and asked for the support of fellow committee members in defeating the motion on the floor.

Councillor Killam was in support of the motion, stating that the requested adjustment to the draft does not mean the draft cannot be amended before a recommendation to Council.

The citizen members in attendance both stated they were in favor of the motion and would like to move forward with the request so that they can get public feedback before making a decision on bonus zoning.

**The question was called on the motion. Motion carried.**

**On motion of Councillor Killam and Councillor Allen, that the Planning Advisory Committee hold a Public Participation Meeting regarding the proposed amendments to the Municipal Planning Strategy and Land Use By-law to establish a Secondary Plan for the Growth Centre of New Minas.**

Discussion: None

**The question was called on the motion. Motion carried.**

There was discussion of the most appropriate time to hold the PPM given advertising requirements outlined by the *Municipal Government Act*, and the desire to have good public turnout at the meeting. With July and August being a popular time for vacations, the PAC decided to host the PPM in September.

**9. Other Business**

There was no other business.

**10. Public Comments**

There was one member of the public in attendance and they spoke briefly about the importance of public consultation.

**11. Date of Next Meeting**

Tuesday, July 12, 2022 - 1:00 p.m.

**12. Adjournment**

**There being no further business, on motion of Ms. Gagnon and Councillor Killam, that the meeting adjourn.**

The meeting adjourned at 2:49 p.m.

Approved:  
Planning Advisory Committee

Month/Day/Year

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO PLANNING ADVISORY COMMITTEE

**Subject: Motion to Rescind**

**From: Planning Staff**

**Date: August 9, 2022**

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### Background

On June 14, 2022, the Planning Advisory Committee considered a recommendation from Staff regarding potential adjustments to the Growth Centre of New Minas Secondary Plan related to bonus density and passed the following motion:

**On motion of Ms. Gagnon and Councillor Granger, that the Planning Advisory Committee request adjustments to the draft Growth Centre of New Minas Secondary Plan to require commercial developments in excess of 25,000 square feet in New Minas South to provide public contributions for use within the Growth Centre of New Minas as enabled by the bonus zoning provisions of 220(5)(k) of the *Municipal Government Act*.**

Staff are in receipt of a submission from Councillor Winsor with regard to notice sent by email on July 12, 2022 related to rescinding the above noted motion. The submission, received on August 3, 2022, as well as the initial email are included as Appendix A to this report.

### APPENDICES

Appendix A: Submission from Councillor Winsor, received August 3, 2022

**Planning Advisory Committee – August 9, 2022**  
**Motion to Rescind**  
**Adjustments to the draft Growth Centre of New Minas Secondary Plan**  
**Passed June 14, 2022**

**Procedural Background – Rescinding of a Motion**

The motion to rescind (repeal or annul) is used to cancel a previous motion altogether. It can only be made if no action has been taken on the original motion (e.g. contract entered into). It can be made any time later after the original motion was made and passed. Once decided a question cannot be brought up again at the same meeting, but if it should become necessary **to rescind** a motion that has been passed, notice of intention to do so can be given at one meeting or in advance in some other way. A motion for rescinding is then introduced and dealt with at a subsequent meeting.

When an intention to introduce a motion has been announced, the item should be placed on the agenda of the meeting at which it is to be dealt with. The notice of this meeting should refer to the item and, if possible, should include the actual text of the motion to be introduced, and, if needed, explanatory material should be appended.

**Background to the Motion to Rescind**

At the June 14, 2022 Planning Advisory Committee Meeting, staff made the recommendation to amend the draft Secondary Planning Strategy for the Growth Center of New Minas as prepared by the New Minas Secondary Planning Working Group. The amendment is to require the provision of “incentive or bonus zoning” for large commercial uses in New Minas South and that the PAC host a Public Participation Meeting to consider the draft so amended. Accordingly, the following two motions as drafted by staff were passed by the PAC:

- 1. That the Planning Advisory Committee request adjustments to the draft Growth Center of New Minas Secondary Plan to require commercial development in New Minas South to provide monetary contributions to a Commercial Street Revitalization Fund on a sliding scale based on the amount of gross floor area in excess of 25,000 square feet, as enabled by the bonus zoning provision of 220(5)(k) of the *Municipal Government Act*.**
- 2. That the Planning Advisory Committee hold a Public Participation Meeting regarding the proposed amendments to the Municipal Planning Strategy and Land Use By-law to establish a Secondary Plan for the Growth Center of New Minas.**

The intent of the proposed rescinding motion is to have the New Minas Secondary Planning Strategy as drafted by the New Minas Secondary Planning Strategy Working Group, be the version released and used for the purposes of further consultation and

the Public Participation Meeting. Accordingly, the proposal is to rescind the first motion passed on June 14

Given that the second motion made on June 14, 2022 simply called for the Planning Advisory Committee to proceed to the Public Participation Meeting without any reference to the subject matter of the draft report, there is no need to rescind the second motion and pass a new motion.

### **Proposed Motion to Rescind:**

**That the Planning Advisory Committee rescind the following motion passed at the June 14, 2022 Planning Advisory Committee meeting:**

**That the Planning Advisory Committee request adjustments to the draft Growth Center of New Minas Secondary Plan to require commercial development in New Minas South to provide monetary contributions to a Commercial Street Revitalization Fund on a sliding scale based on the amount of gross floor area in excess of 25,000 square feet, as enabled by the bonus zoning provision of 220(5)(k) of the *Municipal Government Act*.**

### **Rationale for Rescinding**

The rationale for bringing forward this motion to rescind is as follows:

1. The notion of putting a gross floor area limit of 25,000 square feet, or any other limit, on commercial development to the South of Hwy 101 was exhaustively considered and debated by the Working Group and was voted as inappropriate.
2. For perspective, a 25,000 square foot limit in floor square footage would be half the size of Staples, which is 50,000 square feet.
3. The notion of limiting floor space for commercial development conflicts with one of the guiding principles established for the development of the New Minas Secondary Planning Strategy, namely: **“A Regional Destination with a Strong Business Community”**. The objective of this principle is to see New Minas continue its role as a regional destination for shopping at a variety of scales. A floor space restriction as proposed would have the adverse effect and stagnate commercial growth for the Village of New Minas...and thus growth generally for the growth center.
4. The notion of limiting floor space for commercial development conflicts with the concept of a “growth center”. It would not be in line with retail operations commonly functioning in New Minas (presently up to 100,000 square feet) and therefore not acceptable for businesses to develop what the market demands. It could also derogate from more compact efficient use of commercial zones and foster commercial sprawl, inefficient construction by developers (space utilization), and the

inefficient use of publicly funded infrastructure such as water, sewer, roads, sidewalks.

5. The notion of limiting floor space for commercial development would likely deter larger businesses from developing in the New Minas Growth Center and perhaps the area generally given that New Minas is presently recognized and functions as the commercial retail center of the Valley and beyond. Larger businesses would likely not feel welcomed and be more predisposed to develop in places such as Windsor, Bridgetown or Halifax as being more fitting to their business models. This likelihood could have negative economic impacts upon our regions and see these areas siphoning of Valley dollars that should be circulating in the local economy.
6. The Village of New Minas was so concerned about the potential imposition of a limit on floor space area for commercial developments that it passed a motion at its November 9, 2021 meeting which was conveyed in the attached letter(Appendix A) dated November 18, 2021 expressing its position as follows:

**THAT the position of the New Minas Village Commission is that there should exist no space limit on sizing of commercial development in the commercially designated zones south of Highway #101 and, furthermore, the Clerk Treasurer/CAO is directed to communicate this view to the Chair of the New Minas Secondary Plan Working Group, members of the Planning Advisory Committee, and the Mayor and Council of the Municipality of Kings.**

7. The notion of limiting space for commercial development would have the consequence of placing the Growth Center and Village of New Minas at a competitive disadvantage with all other growth centers in Kings County as well as the towns of Kentville, Wolfville and Berwick. No other such limit exist anywhere in the County, region and probably a long ways beyond.
8. The notion of the use of “incentive or bonus zoning” was introduced at the May 19, 2022 Planning Advisory Committee Meeting. It was never discussed or contemplated over the approximately two year period of work of the New Minas Secondary Planning Strategy Working Group (Working Group) nor any of the associated social media surveys and in person public engagement sessions that informed the working group, consultants and staff. For clarity and as included in the staff supplementary paper dated June 14, 2022, “incentive or bonus zoning” is defined as follows: (g) “incentive or bonus zoning” means requirements that permit the relaxation of certain requirements if an applicant exceeds other requirements or undertakes other action, in the public interest, as specified in the requirements;
9. The notion of bonus zoning has been describe by a member of the Working Group (Appendix B) as follow: *“The amendment put forward is a clear attempt to support the views of some staff and perhaps the consultant, after the fact, an end-run as it were around the Working Group process.”*

10. The notion of bonus zoning further dis-incentivizes commercial development in New Minas by adding to the cost of construction with a levy on developments that exceed 25,000 square feet.
11. The notion of limiting floor space directly or indirectly through the imposition of a levy on space greater than 25,000 would likely add to the stigma that Kings County is not a good place to do business.
12. The gross floor area of 25,000 was set artificially low and certainly not forward looking to 2050 given that businesses already exist approaching 100,000 square feet and at least one at 100,000. It appears to be punitive to New Minas.
13. The only place in the Province where the “incentive or bonus” zoning provision of 220(5) (k) of the *Municipal Government Act* is used is in the City of Halifax. In that situation, it provided an opportunity for developers to exceed the standard heights of residential high rises if they were willing to pay a levy to fund the additional amenities required by the additional population. This in no way compares to the notion proposed by staff for the New Minas Growth Center. In fact, the notion has proposed by staff seems to be unclear as to where the “bonus” is or who is “incentivized” by such a levy? The developers get nothing in return.
14. The Village of New Minas is concerned with the continuing thrust, now at the PAC level, to impose space limits on sizing of commercial floor space through a seemingly end-run mechanism of “incentive or bonus zoning”. At its June 14, 2022 Village Commission Meeting it reiterated its position on space limits and the introduction of “incentive or bonus zoning” (Appendix C) as follows:

***THAT the position of the New Minas Village Commission is that there should exist no space limits on sizing of commercial development in the commercially designated zones south of Highway #101, nor should there be a requirement for the provision of ‘density bonusing’ for large commercial uses in New Minas South. Furthermore, the Clerk Treasurer/CAO is directed to communicate this view to the Chair of the New Minas Secondary Plan Working Group, members of the Planning Advisory Committee, and the Mayor and Council of the Municipality of Kings.***
15. There appears to be no contemplation or understanding about how the notion of bonus zoning would be administered (e.g. who administers... County or Village, administrative framework, burden and cost, etc.)
16. See the more recent comment from Commissioner James Redmond/Working Group Member (Appendix D0) on his concerns and noting that the Village also put considerable funds into the Secondary Planning Study and his concerns about the process.

17. To proceed to further public consultation and the Public Participation Meeting with the amendment to impose a levy on development of business with floor space greater than 25,000 square feet may leave the impression in the public domain that this notion has already gone through the public processes of the past two years or so and has been sanctioned by the Working Group.



# **THE MUNICIPALITY OF THE COUNTY OF KINGS**

## **REPORT TO PLANNING ADVISORY COMMITTEE**

**Subject: Appointment of Responsible Organization Members and Citizen Members to the Centreville Area Advisory Committee**

**From: Planning and Development Services**

**Date: August 9, 2022**

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### **Issue**

The Centreville District Community Development Association (CDCDA) is requesting the appointment of two of its members, Aaron Dondale and Kimberley Foote, to sit on the Centreville Area Advisory Committee and that the following citizen member begin a new term of office: Michael Foote.

### **Recommendation**

**The Planning Advisory Committee recommends that Council appoint Aaron Dondale and Kimberley Foote, members of the Centreville District Community Development Association, to sit on the Centreville Area Advisory Committee for a one (1) year term and that Michael Foote be appointed citizen member for a two (2) year term.**



## Municipality of the County of Kings

# Report to the Planning Advisory Committee

Planning application to enter into a development agreement to permit two residential units within a residential accessory building located at 9347 Commercial Street (PID 55210538), New Minas

(File #21-19)

August 9, 2022

Prepared by: Planning and Development Services

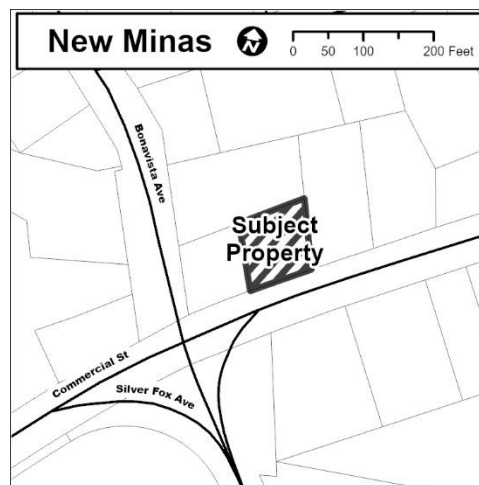
<b>Applicant</b>	Robert Coldwell
<b>Land Owner</b>	Robert Coldwell
<b>Proposal</b>	To enter into a development agreement to permit two residential units in a residential accessory building.
<b>Location</b>	9347 Commercial Street, New Minas (PID 55210538)
<b>Lot Area</b>	9,259 square feet (0.21 acres)
<b>Designation</b>	Commercial (C)
<b>Zone</b>	General Commercial (C1), New Minas Wellfield Overlay C & D
<b>Surrounding Uses</b>	Residential and Commercial uses
<b>Neighbour Notification</b>	Staff sent notification letters to the 39 owners of properties within 500 feet of the subject property

## 1. SUMMARY

Robert Coldwell has submitted an application for a development agreement for 9347 Commercial Street (PID 55210538), New Minas to legalize an illegal residential unit and to add a second residential unit to a detached accessory building.

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

- Recommend that the Planning Advisory Committee forward to Council a recommendation to approve the amendment, as drafted;
- Provide alternative direction, such as requesting further information on a specific topic, or;
- Recommend that the Planning Advisory Committee forward to Council a recommendation to refuse the amendment, as drafted.



## 2. STAFF RECOMMENDATION

Staff recommend that the Planning Advisory Committee forward a positive recommendation to Municipal Council by passing the following motion.

**The Planning Advisory Committee recommends that Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement for the property located at 9347 Commercial Street, (PID 55210538) New Minas to legalize one residential unit and permit the development of an additional residential unit within an accessory building, as described in Appendix C of the report dated August 9<sup>th</sup>, 2022.**

## 3. PROPERTY BACKGROUND

The subject property, 9347 Commercial Street (PID 55210538), New Minas is a developed property featuring an existing building with a commercial use (business office) on the ground floor level and a residential unit on the second level. There are also two accessory buildings, a shed and a detached garage. In 2010, extensive renovations occurred to the main building to add the residential unit above the commercial space on the ground level. In 2012, the detached 2.5 storey garage was constructed on the property large enough for two vehicles on the ground level and residential storage on the second level. A complaint relating to encroachment led to an application in 2021. At that time, it was discovered that there was an illegal unit within the garage structure on the ground floor. Mr. Coldwell submitted this application to enter into a development agreement to legalize the ground floor residential unit and he would also like to add a second residential unit to the second and third storeys of the garage.

## 4. INFORMATION

### 4.1 Subject Property Information

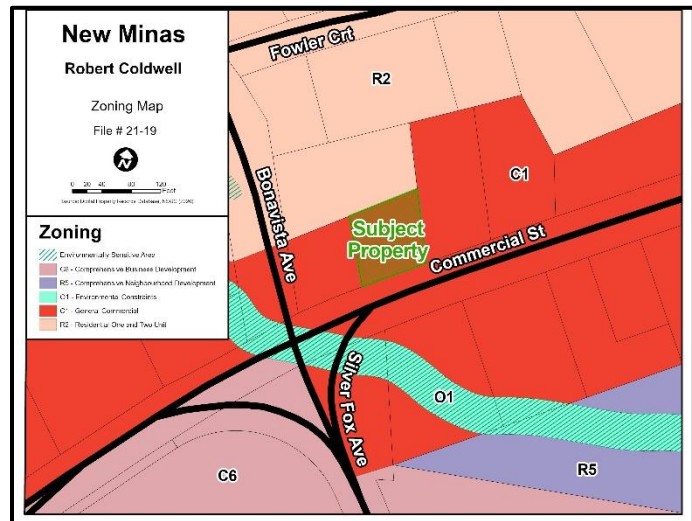
The subject property has a lot area of 9,257 square feet, 90 feet of frontage along Commercial Street, and is developed with a mixed-use building, accessory buildings, and a concrete retaining wall running along the Northern property boundary due to a significant change in grade upward to the north. There is very little on-site vegetation and no watercourses or wetlands present; much of the remaining vacant space is paved.

The subject property is located in the eastern portion of the Growth Centre of New Minas, which is centrally located within the Municipality. New Minas is the largest Growth Centre within the



**Figure 1 – Location of Subject Property**

Municipality in terms of population and serves as a commercial hub for the eastern end of the Municipality and the larger Annapolis Valley. It is also an employment centre within the Municipality. The principal commercial and employment uses are located along Commercial Street (Highway 1), which serves as the main transportation corridor through the Growth Centre. A number of businesses front along Commercial Street, ranging from small businesses to larger “big-box” retailers. Residential uses, of varying types and densities, are located within the subdivisions that branch off



**Figure 2 – Zoning Map**

Commercial Street. There is a sidewalk accessible to the subject property along with public transit stops located approximately 650 feet from the subject property on Silver Fox Drive.

Neighbouring properties are zoned either General Commercial (C1) or Residential One and Two Unit (R2), with surrounding existing uses being primarily residential or commercial. Although the subject property is located in a zone, General Commercial (C1) that permits multiple main structures on a lot, in this instance a development agreement is necessary because the garage does not meet the required setbacks in the underlying zone. Further, residential uses are only permitted either above, behind or below a commercial unit in the same building. Since this application proposes only residential uses within the accessory building, a development agreement is necessary to permit the proposal.

#### **4.2 Site Visit, Public Information Meeting & Public Feedback**

A Planner conducted a site visit on August 31<sup>st</sup>, 2021. The planner walked the subject property and took photos of the subject property. An additional site visit occurred on December 1<sup>st</sup>, 2021.

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting was required because the application includes a new use to be permitted by Development Agreement. Due to public health protocols issued by the Province of Nova Scotia related to the COVID-19 pandemic, a Public Information Meeting was recorded remotely; a video recording by the area Councillor, applicant and planner assigned to the application was posted to the Municipality’s website for review by members of the public. A letter was sent to 39 property owners within a 500 foot radius of the subject property providing notification of the application, seeking comments and feedback on the proposed development agreement. Notice was placed in the local newspaper of record advising the wider community of the application. The recording presented the application and enabling policies and invited members of the public to ask questions of the planner or to provide comments to the planner via telephone and email. No member of the public offered concerns or comments related to the uses to be permitted via the proposed development agreement.

## 5. POLICY REVIEW – DEVELOPMENT AGREEMENT

This application concerns the Municipality entering into a development agreement with the property owner to permit the addition of residential units on the subject property. A development agreement is a contract between a landowner and the Municipality to enable the development of a use not permitted as-of-right under the Land Use By-law (LUB). In turn, the Municipality is able to negotiate additional controls to minimize and mitigate potential negative impacts that may be associated with the use(s) enabled within the development agreement. The ability for Council to consider a development agreement must be stated in the Land Use By-law and the Municipal Planning Strategy (MPS). The MPS must also identify the types of uses Council may consider under each development agreement. Uses that Council may consider are those that Council has determined have increased potential for negative impacts on an area such that a negotiated process is required to ensure the potential negative impacts are minimized and mitigated. In the MPS Council identifies both specific and general criteria that must be considered when making decisions regarding a development agreement.

### 5.1 Land Use By-law

This proposal can be considered by development agreement, as enabled in Section 5.3.5 (d) of the Land Use By-law which states:

*Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the General Commercial (C1) Zone: Uses compatible with the purpose of the General Commercial (C1) Zone that do not otherwise meet the requirements of the zone in accordance with policy 3.2.9 of the Municipal Planning Strategy.*

### 5.2 Municipal Planning Strategy – Enabling Policies

Policy 3.2.9 states that Council Shall:

*Consider only by development agreement in all commercial zones, proposals for commercial, industrial, mixed use, and residential developments that are not otherwise permitted or cannot meet applicable commercial zone standards. In evaluating such development agreements, Council shall be satisfied that:*

- (a) the condition(s) that prevents the proposal from being permitted as-of-right in the designation is addressed by the development agreement including .... enhanced buffering and the positioning and design of buildings and structures;*

In this particular instance, the conditions that prevent the proposal from being permitted as-of-right is two fold; the proposed residential units located in the accessory building are not permitted as-of-right in the General Commercial (C1) Zone. At the time of construction, the accessory building meets the minimum side and rear yard setback requirements, for its use as an accessory building. The addition of the deck at the rear does not meet the setback requirements, making the building non-compliant with the Land Use By-law. Given the garage proposed to be converted into two residential units has been in existence for a decade, including the currently existing illegal residential and is located in an area that is intended for commercial purposes which are understood to have greater impacts on neighbouring properties than residential uses, the uses enabled by the development agreement are compatible with neighbouring uses.

There is a retaining wall along the rear lot line separating the subject property from the abutting property to the north.

*(b) if the proposal is for a residential use or mixed use, Council shall be satisfied that:*

- i. the residential component of the proposal has a compact built form and does not consist of low-density housing forms including, but not limited to, one and two unit dwellings or grouped dwellings;*

The proposed two additional residential units located on the first and second floors of the accessory building would complement the existing dwelling unit and commercial business located in the main building. This would enhance the 'mixed-use' development on the subject property, combining commercial and residential uses, with the commercial use as a 'main street' use and the residential uses secondary to the commercial front. The proposed additional residential units would incorporate the conversion of an existing building, promoting compact and efficient form and a diversity of housing within a Growth Centre. While the policy indicates that two unit dwellings are not the preferred built form, where this proposal includes the addition of residential units to an existing building on a relatively small property that is fully built-out, as opposed to the comprehensive development of a vacant property, Staff are of the opinion that the intent of the policy is maintained.

- ii. the proposal is oriented to the street and contributes to a vibrant and active streetscape;*

The existing commercial building is oriented towards Commercial Street and is part of the fabric of the mature streetscape. The accessory building to be converted to residential units is located towards the rear of the property and does not form part of the streetscape. Its location and placement on the subject property does not disrupt the existing streetscape.

- iii. the proposal incorporates pedestrian friendly features into the design including pedestrian-oriented entrances, canopies, walkways, planters, amenities and/or facades; and*

The entrances to the additional units are oriented towards pedestrians, and a second level deck providing amenity space. The façade of the accessory building is complementary to the existing main building and the streetscape.

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

These criteria are discussed in Appendix B in greater detail.

### **5.2.1 Other relevant sections of the Municipal Planning Strategy**

Section 2.1 of the MPS outlines the concept of Growth Centres. The Municipality is divided into two broad identifications that guide many of the policy directives: Rural Areas and Growth Centres. The overarching goal of the Growth Centres is, *"To provide vibrant, complete communities in Growth Centres with municipal servicing, economic development, a high quality of life and distinct character."*

The proposed development reflects an increase in the types of housing available in the New Minas Growth Centre, in a location that is primarily intended for commercial uses and is close to amenities. MPS Policy 2.1.2 states that Council shall, *“2.1.2 identify Growth Centres as the primary growth areas within the Municipality;”*

Within the objectives of the Commercial Designation, one of the objectives for Settlement is listed as, *“To encourage a broad range of commercial opportunities in single use and mixed use developments and support efficient use of public infrastructure.”*

The context section at the outset of section 3.2 of the MPS, states that there is renewed interest in blending commercial and residential uses, particularly in areas that feature small-scale, independently owned and operated commercial businesses. This intermingling of uses promotes reduced transportation needs and a built in customer base. The centralized location of the subject property – along a main transportation corridor in the heart of a Growth Centre – encourages the use of active and public transit. Compact development, such as the development proposed in this application, contributes to the promotion of these identified benefits, in addition to more efficient and cost effective infrastructure delivery.

### **5.2.2 General Development Agreement Criteria**

Policy 5.3.7 of the Municipal Planning Strategy contains the criteria used in the evaluation of 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 B for greater detail); municipal departments as well as external departments were consulted by Staff to ensure that these criteria are considered and evaluated against the particulars of this, or any, planning application.

The uses permitted via the proposed development agreement would not have a negative impact on the finances of the Municipality. The provincial Department of Public Works found the existing road network to be adequate for the proposed use and that no further traffic study was required. New Minas Public Works was contacted and did not have any concerns regarding the capacity of water and sewer infrastructure associated with the uses enabled by the proposed development agreement. Building and Enforcement noted that the applicant, during construction, will be required to meet minimum building code, including adaptable housing. The New Minas Fire Chief provided confirmation that equipment and services were sufficient for the proposed use enabled through the agreement. The development would be internal and not alter the existing streetscape, and the subject property falls within wellfield overlay 'C', which does not require further analysis for the proposed use. The Development Officers of the Municipality of the County of Kings provided input into the drafting of the proposed Development Agreement.

## **6. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT**

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

- Two residential units permitted within the existing accessory building (garage)

## **7. CONCLUSION**

The proposed development agreement is in keeping with the intent of the enabling policy found in the Municipal Planning Strategy. The proposed agreement meets the goals and objectives outlined in the Municipal Planning Strategy as they pertain to Growth Centres and Commercial areas. The proposal meets all of the general criteria to permit the use enabled by the proposed development agreement.

As a result, a positive recommendation with regard to the application is included for the Planning Advisory Committee.

## **8. APPENDICIES**

**Appendix A: Zoning Map**

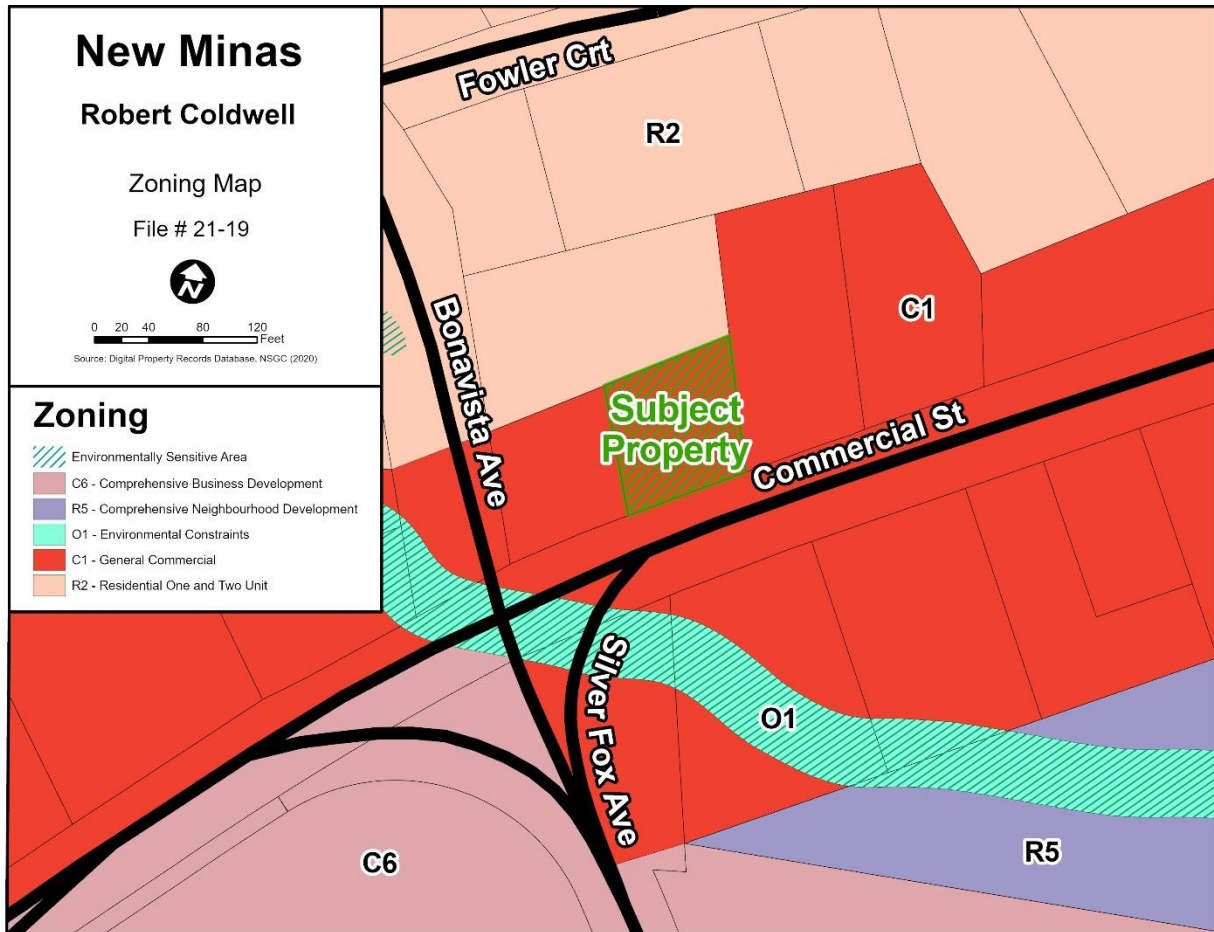
**Appendix B: Future Land Use Map**

**Appendix C: By-law 105 - Municipal Planning Strategy, Policy 5.3.7 General Criteria to Consider for all Development Agreements and Land Use By-law Amendments**

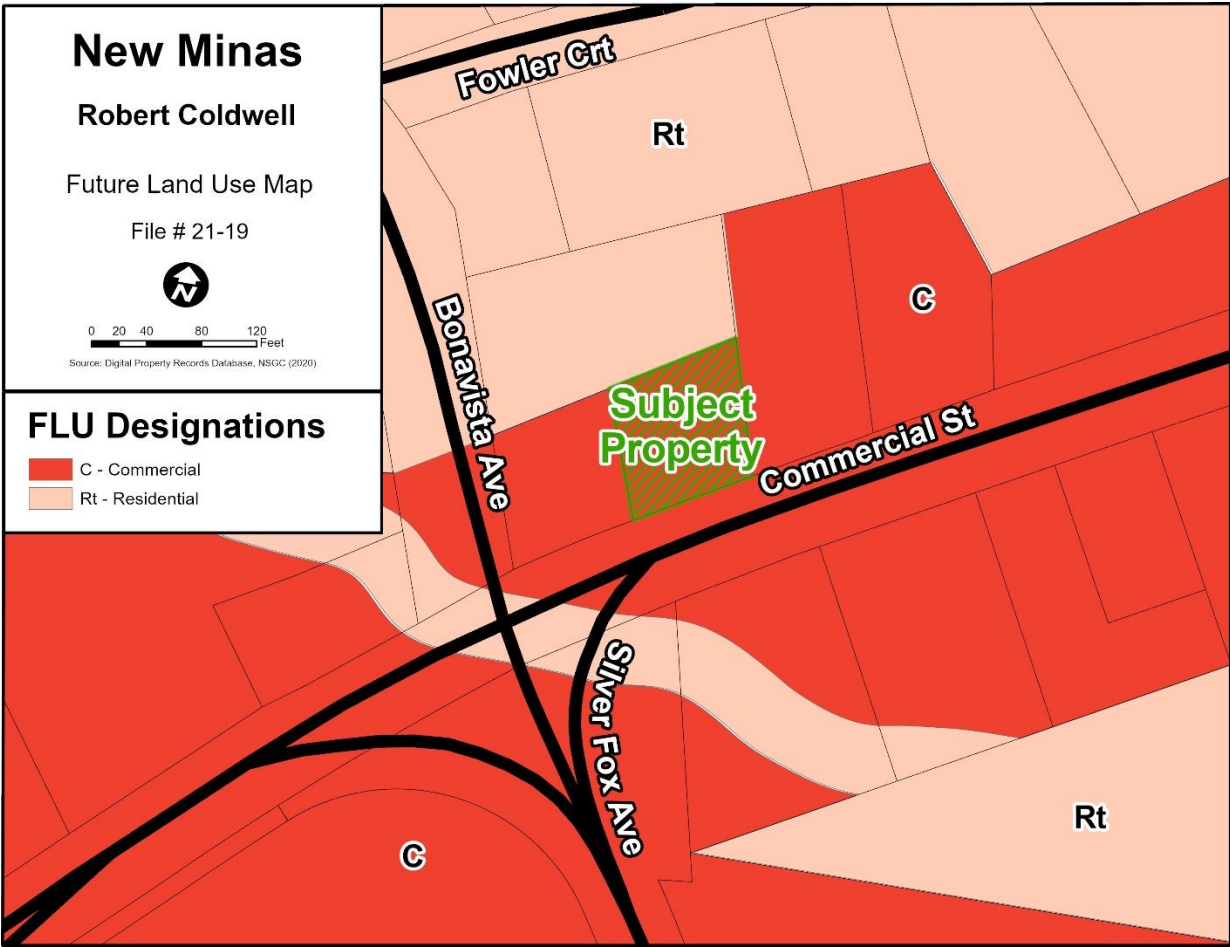
**Appendix D: Draft Development Agreement**



## Appendix A: Zoning Map



Appendix B: Future Land Use Map



**Appendix C: By-law 105 - Municipal Planning Strategy, Policy 5.3.7 General Criteria to Consider for all Development Agreements and Land Use By-law Amendments**

**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:*

<b>Criteria</b>	<b>Comments</b>
<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 development agreement is consistent with the intent of the MPS, and the applicable goals, objectives and policies contained within.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposed development agreement is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
<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 land use would be compatible with the surrounding commercial and residential land uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	The subject properties are within proximity to relevant school, recreation and other community facilities with the ability to serve the subject property.
<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>	Department of Public Works did not have any concerns related to the uses proposed through the development agreement.
<i>v. the adequacy of fire protection services and equipment;</i>	New Minas Fire Chief has confirmed fire protection services and equipment can service uses enabled via the proposed development agreement.
<i>vi. the adequacy of sewer and water services, including but not limited to on-site services;</i>	The Village of New Minas has confirmed the existing sewer and water infrastructure can support the proposed development.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	The proposal is not anticipated to create issues pertaining to flooding or other drainage problems.

<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	The proposal is not anticipated to have negative impacts regarding identified wellfields or other groundwater supplies in the area.
<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	The proposal is not anticipated to create pollution such as soil erosion or siltation of watercourses
<i>x. negative impacts on lake water quality or nearby wetlands;</i>	Not applicable.
<i>xi. negative impacts on neighbouring farm operations;</i>	Not applicable.
<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>	The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.

## **Appendix D: Draft Development Agreement**

**ROBERT COLDWELL**, 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 Property Identification (PID) Number 55210538; and

WHEREAS the Property Owner wishes to use the Property for residential use and commercial uses; and

WHEREAS the Property is situated within an area designated Commercial on the Future Land Use Map of the Municipal Planning Strategy, and zoned General Commercial (C1) Wellfield C & D on the Zoning Map, Map 9, of the Municipality of the County of Kings Land Use By-law; and

WHEREAS 3.2.9 of the Municipal Planning Strategy and 5.3.5(d) 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 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 By-law**

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020, as amended.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020, as amended.

### **1.3 Definitions**

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use 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.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

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

- (a) Uses permitted in the underlying zone in the building identified as “office building” on Schedule B – Site Plan;
- (b) A dwelling containing no more than two (2) residential units to be located in the accessory building identified as “apartment building” on Schedule B – Site Plan;

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law 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 Appearance of Property**

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

condition;

## **2.4 Subdivision**

No alterations to the Property 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.

## **2.5 Parking and Site Development Standards**

The property owner shall meet the following criteria for parking and shall locate all parking in general conformance with Schedule B – Site Plan;

(a) The Property Owner shall ensure that a well defined pedestrian walkway from the shared parking area to the residential units located within the dwelling identified as “apartment building” on Schedule B – Site Plan will be installed as part of the construction;

(b) A parking plan at the time of permitting showing parking spaces, pedestrian walkways, solid waste storage and any other matters requested by the Development Officer to determine compliance with this agreement and the Land Use By-law.

All other uses shall conform to the parking requirements of the Land Use By-law.

## **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 neighbouring properties.

## **2.7 Access and Egress**

The Property Owner must submit current permits from Nova Scotia Department of Public Works or any successor body, to the Municipality before receiving any development or building permits for uses enabled by this Agreement.

## **2.8 Erosion and Sedimentation Control and Drainage**

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.

## **2.9 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 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, Use of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.
- 3.3** The following matters are substantive matters
- (a) The Uses specified 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**

The Property Owner shall sign this Agreement within 30 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;

## **PART 5 COMPLIANCE**

### **5.1 Compliance With Other By-laws and Regulations**

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws 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 all 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

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
JANNY POSTEMA, MUNICIPAL CLERK

\_\_\_\_\_  
DATE

SIGNED, SEALED AND DELIVERED

In the presence of:

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
ROBERT COLDWELL

\_\_\_\_\_  
DATE

## **Schedule A: Property Description**

**Taken from Property Online, May 17, 2022**

ALL THAT CERTAIN LOT, piece or parcel of land situate, lying and being at New Minas, in the County of Kings, Province of Nova Scotia, and more particularly bounded and described as follows:

BEGINNING at an iron pipe at the point of intersection of the North road limit of Highway # 1, also called Commercial Street, and the East road limit of Bonavista Avenue;

THENCE North 78 degrees 33 minutes East 92.1 feet along the North road limit of Highway # 1 to an iron pipe being the true place of beginning;

THENCE North 81 degrees 20 minutes East 90.0 feet along the North road limit of Highway # 1 to an iron pipe;

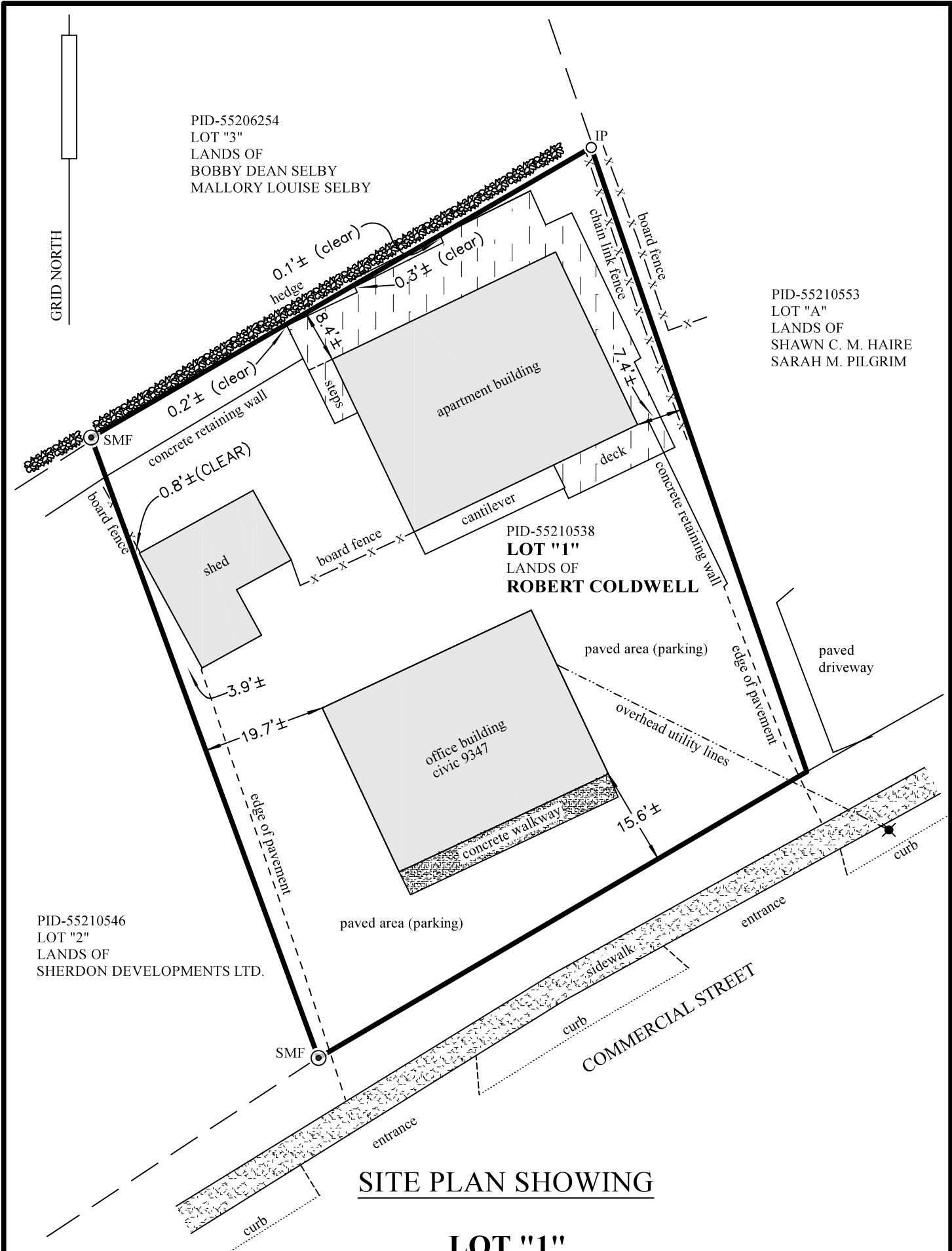
THENCE North 02 degrees 49 minutes East 105.0 feet along the West side line of lands retained by G. Hazen Fowler et ux to an iron pipe;

THENCE South 81 degrees 40 minutes West 92.1 feet along the South side line of lands retained by G. Hazen Fowler et ux to an iron pipe;

THENCE approximately South 02 degrees 19 minutes West approximately 105.0 feet along the East side line of lands retained by G. Hazen Fowler et ux to the place of beginning.

BEING AND INTENDED TO BE Lot # 1 as depicted on a plan of survey of the subdivision of lands of G. Hazen Fowler by Hiltz & Seamone dated November 20 1973 and filed at the Land Registration Office at Kentville, N.S. as plan P-942

The parcel complies with the subdivision provisions of Part IX of the Municipal Government Act



PID-55206254  
LOT "3"  
LANDS OF  
BOBBY DEAN SELBY  
MALLORY LOUISE SELBY

PID-55210553  
LOT "A"  
LANDS OF  
SHAWN C. M. HAIRE  
SARAH M. PILGRIM

PID-55210538  
**LOT "1"**  
LANDS OF  
**ROBERT COLDWELL**

PID-55210546  
LOT "2"  
LANDS OF  
SHERDON DEVELOPMENTS LTD.

**SITE PLAN SHOWING**  
**LOT "1"**

LANDS CONVEYED TO

**ROBERT COLDWELL**  
(PID 55210538)

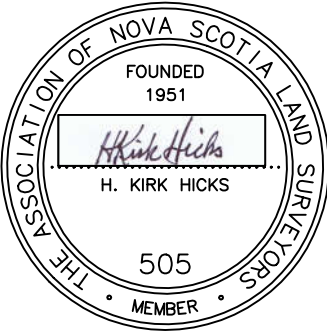
9347 COMMERCIAL STREET, NEW MINAS  
KINGS COUNTY, NOVA SCOTIA

**LEGEND**

- SURVEY MARKER FOUND . . . . .
- IRON PIPE FOUND . . . . .
- LANDS DEALT WITH BY THIS PLAN . . . . .
- UTILITY POLE . . . . .

SCALE 1" TO 20'

DATED MARCH 16, 2022



**ANNAPOLIS VALLEY SURVEYS LIMITED**  
54 Cornwallis Street, Kentville, N. S. B4N 2E4 WWW.AVSURVEYS.CA

**FILE No. 21-019A**  
PAC 2022-08-09 Page 33



## Municipality of the County of Kings

### Report to the Planning Advisory Committee

Application to permit a new farm dwelling in the Agricultural (A1) Zone, 88 Coleman Road (PID 55368302), Waterville

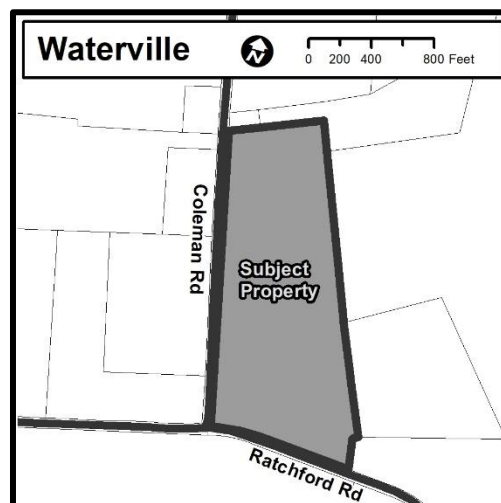
August 9<sup>th</sup>, 2022

Prepared by: Planning Staff

<b>Applicant</b>	Donald Baker
<b>Landowner</b>	Donald Baker
<b>Proposal</b>	Development of a farm dwelling accessory to a new farming business
<b>Location</b>	88 Coleman Road (PID 55368302), Waterville
<b>Lot Area</b>	Approximately 30 acres
<b>Designation</b>	Agricultural (A)
<b>Zone</b>	Agricultural (A1)
<b>Surrounding Uses</b>	Rural residential and agricultural uses
<b>Neighbour Notification</b>	Staff sent notification letters to the 11 landowners within 500 feet of the subject property

#### 1. PROPOSAL

Donald Baker has applied to build a dwelling, located at 88 Coleman Road (PID 55368302), Waterville accessory to a farming business. The property is zoned Agricultural (A1) which has limited options to develop new dwellings as-of-right. However, a farm dwelling may be permitted as an accessory use to the farming business via a development agreement for new farmers.



#### 2. OPTIONS

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

- Recommend that Council approve the development agreement as drafted;
- Provide alternative direction, such as requesting further information on a specific topic, or recommending changes to the draft development agreement;
- 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 a farm dwelling accessory to a farming business in the Agricultural (A1) Zone on the property located at 88 Coleman Road (PID 55368302), Waterville which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated August 9, 2022.

#### 4. BACKGROUND

The subject property has been in the applicant's family for approximately thirty years. During this time the applicant has been engaged in agricultural activities on the subject property, consisting of (but not necessarily limited to) clearing land for agricultural production, planting and growing fruit-bearing trees, planting and tending to crops and the installation of irrigation systems and other farm related infrastructure. In July 2021 the applicant obtained ownership. Currently there is an existing agricultural building on the property for storage of equipment and agricultural crops. The property has a partially cleared field used for hay and corn production, a mature orchard producing fruit such as plum, pear and peaches and blueberry fields. The applicant's intent is to clear more of the property to bring more areas into cultivation. The applicant intends to sell his products through his personal network, at local farmer's markets, and by offering u-pick services. The applicant also intends to donate a portion of this crops produced on his farm to charitable organizations. The applicant intends to live on-site in order to actively manage the growth and cultivation of his crops. He also intends to expand the crop production on an annual basis, as additional portions of the property are cleared and brought into agricultural production.

#### 5. INFORMATION

##### 5.1 Site Information

The subject property is located within the General Service Area of Waterville but is located outside of the Growth Centre boundary; the subject property is also located within the boundaries of the Village of Cornwallis Square. The subject property is designated Agriculture (A) on the Future Land Use Map and is within the Agricultural (A1) Zone. The property consists of a trapezoidal-shaped parcel, approximately 30 acres in total area. It features approximately 1900 feet of road frontage along Coleman Road running in a general north-south direction. The southern point of road frontage along Coleman Road intersects with

Ratchford Road and fronts along Ratchford Road in a general east-west direction for approximately 950 feet. The majority of the subject property is cleared, though there is



more forest cover on eastern and southern ends of the property. There are a few ribbons of trees that bisect the property, running in a general east-west direction. The existing agricultural building provides storage for farm equipment and agricultural goods. The applicant is proposing to add a farm dwelling to the property which is eligible to be considered through a development agreement as an accessory use to their developing farming business.

The subject property is located in a rural portion of Waterville consisting of exclusively agricultural land uses and rural residential uses. Coleman Road is an unpaved Provincial road that is accessed primarily via Brooklyn Street, a two-lane paved road that runs in a general east-west direction from Kentville to Annapolis County.

## **5.2 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 in Council Chambers on April 12<sup>th</sup>, 2022. Staff were contacted by one nearby landowner via telephone following the Public Information Meeting who expressed support for the applicant's intentions regarding the proposed Development Agreement.

## **6. POLICY REVIEW – DEVELOPMENT AGREEMENT**

### ***Agricultural (A1) Zone Intent***

***MPS 3.4.2 Agricultural (A1): lands located in this zone are those identified as high-capability agricultural lands for future agricultural production. This zone will provide maximum flexibility for agricultural and complementary uses and limit non-farm development, including residential development. In the event of a conflict between an agricultural use and a non-agricultural use, the agricultural use shall take priority;***

The development of land within the Agricultural (A1) Zone is intended to prioritize agriculture and offer protection to the land while allowing for new or continued use of the land as productive farmland. The proposed farm dwelling is an accessory use associated with a new farm and is consistent with this zone intent.

### **6.1 Land Use By-law**

This proposal can be considered by development agreement, as enabled in Section 8.3.5 (c) of the Land Use By-law (LUB). This section of the LUB lists the uses that can be considered by development agreement within the Agricultural (A1) Zone:

#### ***"LUB 8.3.5 Uses Considered by Development Agreement***

*Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Agricultural (A1) Zone:*

*...*

*(c) Development of a farm dwelling by a new or relocated farmer in accordance with policy 3.4.17 of the Municipal Planning Strategy...."*



## 6.2 Municipal Planning Strategy

### Enabling Policy and Criteria

Policy 3.4.17 of the Municipal Planning Strategy enables a development agreement within the Agricultural designation for a farm dwelling associated with a new farm and is considered an accessory use. This policy enables Council to consider the requested dwelling in the Agricultural (A1) Zone with a development agreement option that is specific to the applicant's property.

*"MPS 3.4.17 consider only by development agreement the development of a farm dwelling for new farmers or farmers that have recently relocated to the Municipality. This policy is intended to apply to full-time, active farmers. In considering such proposals, Council shall take the following into consideration:*

*(a) the development agreement shall include a site plan showing the location of crops, barns, pastures, residential development accessory to the farming business, access, site servicing and landscaping;*

A site plan is included as a schedule to the development agreement, as drafted, and shows the location of crop fields on the subject property, the location of the existing agricultural building, and the proposed location of the dwelling accessory to the farming business, in addition to access, and on-site services.

*(b) the submission of a professional business plan for the farming business that demonstrates the intention to farm. A third party association with agricultural expertise, such as the Federation of Agriculture, or a similar organization, shall have the opportunity to review the farm business plan and to provide comments to Municipal staff as part of the development agreement process;*

The applicant submitted a business plan, outlining his vision, philosophy, and aspirations for the development and growth of the farming business. The plan highlights the intention to establish a traditional small-scale farm producing high quality crops such as garlic, peaches, nectarines, blueberries, corn, and livestock forage. The applicant notes in his business plan that his customer base has indicated a desire to have access to organically produced fruits, vegetables, and livestock forage. However, the plan also recognizes this can increase the potential for yield impact and crop failure. This farming philosophy contributes to the need to reside on the subject property, as a key to successful production of the selected crops is constant maintenance (weeding, watering, monitoring, etc.) of their crops. The business plan was provided to the Kings County Federation of Agriculture for review who had no concerns with the application and accompanying business plan.

*(c) the demonstration of the intent to farm by showing proof of farm financing or investment in farm related infrastructure (machinery, construction of barns, purchase of livestock or plants/trees/seeds, etc.) or, if moving from another jurisdiction, a demonstrated history of farming, where farming constituted the majority of income; and*

Staff are of the opinion that the applicant has demonstrated the intent to farm by providing proof of significant investment in farm related infrastructure.

*(d) in the case of a proposed livestock operation, a Manure Storage Plan shall be submitted as part of the development agreement application;"*

The farm does not contain livestock, there for the criteria for policy 3.4.17 (d) regarding a Manure Storage Plan is not applicable.

## Supporting Policy

The Municipal Planning Strategy notes and emphasizes the crucial role that agriculture plays in the Municipality, not simply as an economic driver, but also as a traditional and cultural component of Kings – providing a distinct and unique identity for the Municipality within the province and wider region. The MPS identifies the goal pertaining to agriculture is to *“identify land where agricultural and related land uses are encouraged, promoted, and prioritized over other land uses”*. Further, the stated objectives pertaining to agriculture is to *“protect agricultural lands for future generations and facilitate the growth of the agricultural industry”* and, regarding economic development *“to provide a flexible regulatory environment that accommodates innovation, agri-business, value-added agriculture, and agritainment”*.

The MPS notes that, in accordance with the stated goals and objectives pertaining to agriculture *“Council intends to permit additional uses by Development Agreement, to ensure protection of agricultural land while permitting business diversification”*. This application is consistent with this directive as it enables the development of a new farm within the community, adheres to the nature of farming by allowing the owner/operators to live on their farm and manage their crops more closely, but protects farmland by concentrating non-farm development in an area that is close to road access and on a portion of the subject property that is identified as the least productive.

### General Criteria - Development Agreement

Section 5.3.7 of the Municipal Planning Strategy provides several general criteria that apply to any planning application for a development agreement or amendment. This list of criteria is satisfied in this case because the application does not involve any negative financial impact on the Municipality, and is consistent with the intent of the Agricultural designation and protection associated with the Agricultural (A1) Zone. As the use is agricultural, the proposed development of a farm dwelling accessory to the new farm business is also compatible with the surrounding land uses and does not generate any additional traffic. The full list of these criteria is included in more detail as Appendix C.

## 7. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

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

- Enabling a farm dwelling accessory to the new farm business as shown on the Site Plan that may contain up to two units;
- Ensures the farm dwelling is located within 150 feet of the front lot line, and in proximity to the primary access point of the property to minimize impact on the productive farmland;
- No alterations to the lot that would result in a reduced lot area are permitted unless required by the road authority for the purpose of creating or expanding a public right-of-way.

## **8. CONCLUSION**

It is Staff's opinion that the proposed farm dwelling, accessory to the farm business, and the draft development agreement are in keeping with the intent of Council's Municipal Planning Strategy. The proposal is enabled by policies regarding Agricultural development within the Municipal Planning Strategy and the location of the proposed farm dwelling minimizes the impact on productive farmland. 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**

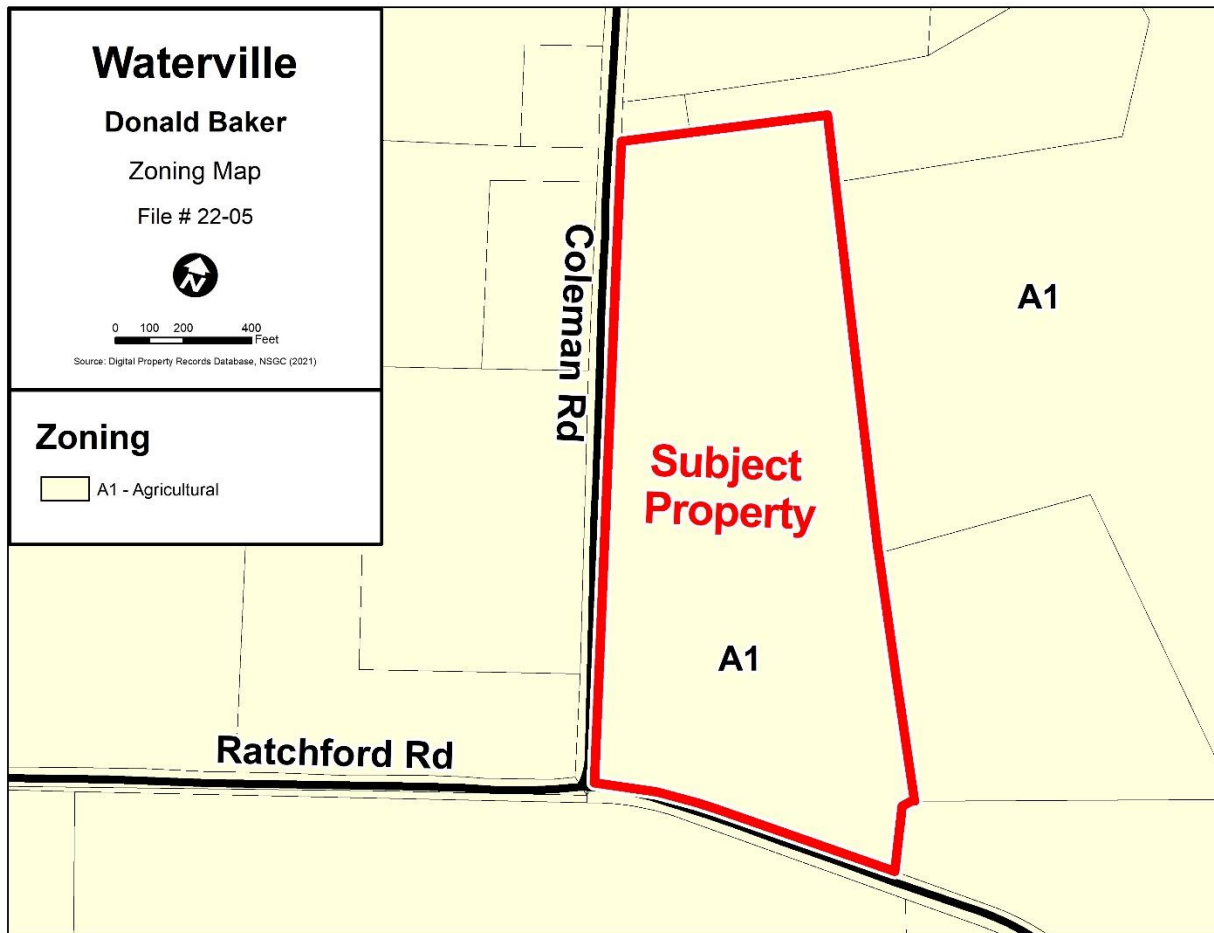
Appendix A: Zoning Map

Appendix B: Public Comments

Appendix C: General Development Agreement Criteria

Appendix D: Draft Development Agreement

Appendix A: Zoning Map



## Appendix B: Public Comments

Lauri Jones (via Voicemail)

- Commented that she was the neighbour directly to the north
- Expressed support for the applicant and his intentions to farm and live on the subject property

## 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 farm dwelling is consistent with the Agricultural designation and zone which protects farmland but permits the development of dwellings accessory to a farming business. The MPS allows for this specific form of development in the Agricultural (A1) Zone via a development agreement.
<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, by-laws or regulations.
<i>c. that the proposal is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs or negative financial impacts to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	A dwelling accessory to a farming business is compatible with the mixture of farmland and rural residential uses in the community.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	There are elementary and secondary schools, recreation, and community facilities approximately three kilometres from the subject property in Cambridge.
<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 proposed development is for a single unit dwelling accessory to a farming business. The new dwelling would have no significant impact on traffic or the surrounding road network.
<i>v. the adequacy of fire protection services and equipment;</i>	The Waterville & District Fire department confirmed that fire protection services and equipment were adequate to serve this property and they have no other concerns.
<i>vi. the adequacy of sewer and water 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>	The proposed use is not expected to create flooding or other drainage problems in the area of development or other nearby areas.

<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	The property is not located with an identified wellfield.
<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	The property owner will be required to follow provincial specifications regarding soil erosion during construction phases.
<i>x. negative impacts on lake water quality or nearby wetlands;</i>	Not applicable, the property is not in proximity to a lake or known wetlands.
<i>xi. negative impacts on neighbouring farm operations;</i>	Not applicable as the proposed use is also agricultural.
<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>	The location of the proposed farm dwelling is close to the street and positioned to preserve the majority of the property for agricultural cultivation, including the most productive soil based on testing. No concerns regarding water features or any utility rights-of-way.

Appendix D: Draft Development Agreement

**DONALD JOSEPH BAKER** of Waterville, 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 55368302; and

WHEREAS the Property Owner wishes to use the Property for a farm and a farm dwelling accessory thereto.

WHEREAS the Property is situated within an area designated Agriculture (A) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Agricultural (A1) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.4.17 the Municipal Planning Strategy and section 8.3.5 (c) of the Land Use By-law 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 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 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 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.

## **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; and
- (b) a farm dwelling having no more than two residential units.
- (c) notwithstanding Section 2.1 (a) the development of any additional dwellings is prohibited.

### **2.2 Site Plan**

Uses enabled by this agreement shall be developed in general conformance to Schedule B - Site Plan.

### **2.3 Appearance of Property**

The Property Owner shall at all times maintain all structures and services on the Property

in good repair and a useable state and maintain the Property in a neat and presentable condition.

## **2.4 Subdivision**

No alterations to the lot configuration that would result in a reduced lot area are permitted except as may be required by the road authority for the purpose of creating or expanding a public right of way on the Property.

## **2.5 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 of the Department of Environment as outlined in the *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the agricultural soil

## **2.6 Lighting**

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

## **2.7 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 uses enabled on the property by this Agreement as listed in Section 2.1(b) of this agreement.

**3.3** Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over 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, 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 following the provision of proof of registration of the farming business with Canada Revenue Agency.

## **PART 4 IMPLEMENTATION**

### **4.1 Commencement of Operation**

No construction or use permitted by this Agreement may be commenced on the Property until the Municipality has issued the required Development Permits and Building Permits

### **4.2 Drawings to be Provided**

When an engineered design is required, development enabled by this Agreement, 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 60 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 two (2) 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 all 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.

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janny Postema, Municipal Clerk

\_\_\_\_\_  
Date

SIGNED, SEALED AND DELIVERED  
In the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Donald Joseph Baker

\_\_\_\_\_  
Date

Schedule A – Property Description

Taken from Warranty Deed: July 19, 2022

SCHEDULE "A"

0325

ALL that certain lot, piece or parcel of land situate, lying and being at or near Coleman Road in the Village of Cornwallis Square in the County of Kings and Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a white maple tree, the same being the Northwest angle of lands formerly owned by Moses Ratchford, being the West boundary of lands formerly of Earl Brown;

THENCE Northerly 114 rods more or less along the West boundary of lands formerly of Earl Brown, Grant Foote, Stanley Hale and Joseph Adams to a fir tree marked "W" in the South boundary of land formerly of Joseph Adams;

THENCE Westerly 40 rods to the road leading from Brooklyn Street Southerly to the Ratchford Road, known as the Coleman Road to a stake and stones;

THENCE Southerly along the East boundary of the Coleman Road until it intersects the Northern boundary of the Ratchford Road;

THENCE Eastwardly by the North boundary of the Ratchford Road and in the line of lands formerly or some time owned by George E. Porter to the place of BEGINNING.

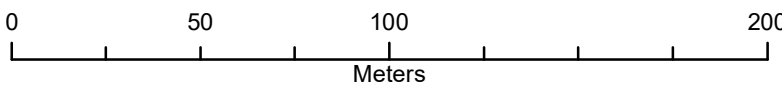
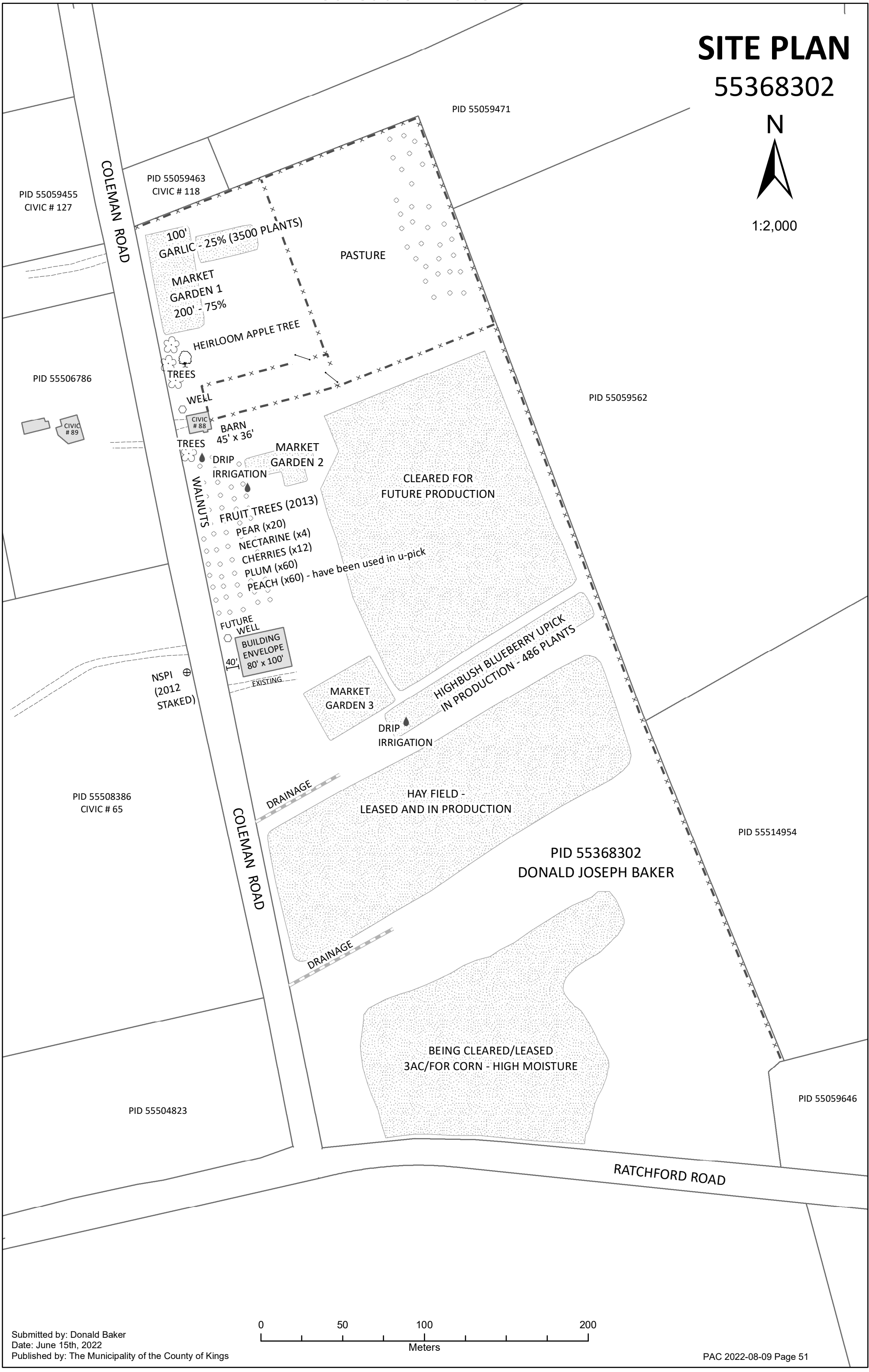
Containing approximately thirty (30) acres.

BEING AND INTENDED TO BE a portion of the lands in the Deed from His Majesty the King, in the Right of Canada, represented by The Director of Soldier Settlement Board, to Alfred C. McGill dated April 21<sup>st</sup>, 1949 and recorded in the Kings County Registry of Deeds on June 10<sup>th</sup>, 1949 in Book 174 at Page 676 and being all of the lands located on the East side of the Coleman Road in that conveyance.

FURTHER BEING AND INTENDED TO BE a portion of the lands devised to Carl V. McGill under the Last Will and Testament of Alfred C. McGill dated October 31<sup>st</sup>, 1967 and recorded in the Kings County Registry of Deeds on April 1<sup>st</sup>, 1968 in Book 269 at Page 465.

ALSO BEING AND INTENDED TO BE the same lands conveyed by Carl V. McGill to Donald Joseph Peter Baker and Linda Marie Baker dated June 5, 1995 and recorded in the Kings County Registry of Deeds on June 7, 1995 in Book 1018 at Page 892.

SITE PLAN  
55368302



# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO PLANNING ADVISORY COMMITTEE

**Subject:** Non-Substantive Amendment to Existing Development Agreement affecting Lot C8 Fairbanks Avenue (PID 55505960), Greenwich – Chris Morine, LAB Industries (File 22-18)

**From:** Planning Staff

**Date:** August 9<sup>th</sup>, 2022

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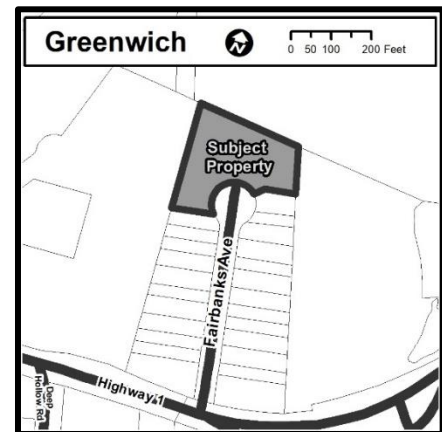
### Summary

Chris Morine (LAB Industries), on behalf of Harbouredge Reality Administration Corporation, has applied for a non-substantive amendment to an existing Development Agreement. If approved by Council, the amendment would permit the development of a multi-unit dwelling located at the end of Fairbanks Avenue in the community of Greenwich.

### Background

The existing Development Agreement was entered into by Council in April, 2007 while discharging a prior Development Agreement from 2001. The existing Development Agreement permitted the development of a land assembly that was zoned Commercial Comprehensive Development District and was the location of the former Horton High School. The Development Agreement was partitioned into three distinct blocks. Block A was developed with a multi-unit dwelling. Block B has not been developed beyond the conditions that existed at the time the Development Agreement was approved, but the existing building on the subject property is utilized for a commercial use. Block C was developed with a number of one-level duplexes and triplexes, accessed and serviced by a public street; Fairbanks Avenue.

One lot at the end of Fairbanks Avenue, Lot C8 (PID 55505960) is the last remaining lands to be developed of the original PID 55434336 (which has since been retired); the applicant intends to develop this property with a multi-unit dwelling consisting of up to forty (40)





units, under the terms contained within the existing Development Agreement. The subject property is approximately 1.14 acres in total area, and features approximately 120 feet of frontage onto Fairbanks Avenue at the end of the public road. The subject property is vacant, with minimal vegetative cover. The remaining lots on Fairbanks Avenue are developed with a mixture of two- and three-unit, single level townhouses with attached garages. Fairbanks Avenue is accessed via Highway 1 and is located in the community of Greenwich, which consists primarily of rural residential and agricultural land uses. There are some rural commercial and industrial uses located in the community as well. The subject property is in the Western portion of the community and is approximately 500 feet from the boundary of the Growth Centre of New Minas.

#### Non-Substantive Amendment

The application for the non-substantive amendment, referred to in the existing Development Agreement as an “insubstantial Amendment to this Agreement” concerns a change to the completion interval specified in section 3.8 (b) of the existing Development Agreement.

The existing agreement, in Section 4.3 – Insubstantial Amendments to this Agreement, states *“The Municipality and the Developer agree that all matters in the Development Agreement are substantive matters, which shall not be changed or altered except by amendment to the Development Agreement except as follows. The following matters are not substantive matters and may be changed or altered by policy of Council, and shall not require a Public Hearing:*

#### *(e) Changes to the completion interval specified in Section 3.8*

The existing Development Agreement states, in Section 3.8 (b) *“The Developer shall complete all construction and be in complete compliance with all provisions of this Agreement within ten (10) years of signing this Agreement.”* Given the development agreement was signed in April 2007, the allotted time for completion under the terms in the Development Agreement has expired. The amending agreement (Appendix C) to this report, would rectify this issue by indicating that the development of the subject property is not subject to the construction deadline contained within the existing Development Agreement.

#### Conclusion

Given the requested amendment meets the criteria for a non-substantive amendment under the terms of the existing Development Agreement, would only be applicable to the subject property in question, would not change or vary the uses permitted and would not impact any of the other properties that are regulated via the terms of the existing development agreement nor extinguish the existing development agreement, Staff are of the opinion that the applicant’s request to delete the required timeline to complete the development on the subject property is appropriate.

### Recommendation

Staff recommend that Council approves a non-substantive amendment to the existing Development Agreement by passing the following motion:

**That Planning Advisory Committee recommend that Municipal Council approves the non-substantive amendment of the development agreement dated April 3 2007 between MIR 1 Developments Inc. and the Municipality of the County of Kings, concerning the property identified as Lot C8 Fairbanks Avenue (PID 55505960), Greenwich as described in Appendix A of the report dated August 9, 2022.**

### Appendices

Appendix A: Amending Agreement

Appendix B: Existing Development Agreement

## **Appendix 5 : Draft Amending Development Agreement**

THIS AMENDING AGREEMENT BETWEEN:

**HARBOUREDGE REALTY ADMINISTRATION CORPORATION**, of Collingwood, Ontario, 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 parties entered into a Development Agreement registered at the Kings County Land Registration Office as Document 87767746 on May 7, 2007, affecting land described therein and now known as PID 55505960 (hereinafter called the "Property");

WHEREAS the parties wish to amend the Development Agreement as hereinafter set forth; and

WHEREAS the amendment is identified in Section 4.3 (e) of the Development Agreement as a matter that is non-substantive; and

WHEREAS the Municipality by resolution of Municipal Council approved this amending agreement.

Now this Agreement witnesses that in consideration of covenants and agreements contained herein, the parties agree as follows:

1. Section 3.8 (b)(i) is added:

*(i) Notwithstanding (b) above, there shall be no construction deadline for the development of PID 55505960.*

This Amending Agreement is to be read and construed with the Development Agreement and be treated as part thereof, and for such purpose and so far as may be necessary to give effect to this Amending Agreement the Development Agreement, is hereby amended, and the Development Agreement as so amended, together with all the covenants and provisions thereof, which shall remain in full force and effect.

**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 on 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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janny Postema, Municipal Clerk

\_\_\_\_\_  
Date

SIGNED, SEALED AND DELIVERED  
In the presence of:

**HARBOUREDGE REALTY  
ADMINISTRATION CORPORATION**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Tim Dwyer

\_\_\_\_\_  
Date

## Schedule A

### Property Description – Taken From Property On-line: August 4<sup>th</sup>, 2022

registration County: KINGS COUNTY

Street/Place Name: FAIRBANKS AVENUE /GREENWICH

Title of Plan: PLAN OF S/D GRYPHON LANDING S/D MIR 1 DEVELOPMENTS INCORPORATED S/D OF LOT 3A TO FORM LOTS C2,C3,C5,C6,C7C8 & PARCEL ST-1 ALSO S/D OF LOT C10 TO FORM C-1B, LOT C-1C S/D OF LOT C4 TO FORM LOT C-4A, LOT C-4B, LOT C-4C, LOT C-4D HIGHWAY NO 1 GREENWICH

Designation of Parcel on Plan: LOT C8

Registration Number of Plan: 97285168

Registration Date of Plan: 2010-11-25 13:17:49

Subject to an Easement in favour of Nova Scotia Power Inc. registered on November 24,2010 as document 97272307

Subject to a certain 50 foot easement registered March 24, 1960 in Book 196 at page 70 as document 19526

Subject to an easement for drainage in favour of the Municipality of the County of Kings registered on November 29, 2010 as document 97299490

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

#### Compliance:

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

Registration District: KINGS COUNTY

Registration Year: 2010

Plan or Document Number: 97285168

## Statement of Registered and Recorded Interests

Land Registration Date/Time: 2005-05-19 20:48:57  
Date/Time of Issuance of SRI: 2008-10-02 11:35:37  
Date/Time of Parcel Register Update: 2008-10-02 11:28:49

Registration District: KINGS COUNTY  
User Reference:

### PARCEL INFORMATION:

**Parcel Identification Number (PID): 55434328**  
Civic Address and Lot Number: 9703 NO 1 HIGHWAY GREENWICH LOT 2  
Condominium Corp. Number:  
General Location of the Parcel: GREENWICH  
Parcel Access Type:

### REGISTERED OWNER'S INFORMATION:

Owner Name: M.I.R. 1 DEVELOPMENTS INC.  
Qualifier:  
Interest Type: FEE SIMPLE  
Document Reference: 82029118 2005-05-25 13:21:35  
  
Instrument Type: DEED  
Address of Owner: 5 THISTLE ST  
DARTMOUTH NS CA  
B3A 2V3  
Non-resident of Nova Scotia? NO

---

**MANNER OF TENURE:** NOT APPLICABLE  
Description of Tenure:

### BURDENS ON THE REGISTERED INTERESTS:

Interest Holder Name: SUBJECT TO AN EASEMENT / RIGHT-OF-WAY  
Qualifier:  
Interest Type: EASEMENT / RIGHT OF WAY HOLDER (BURDEN)  
Document Reference: 19526 1960-03-24 00:00:00  
196 - 70  
Instrument Type: UNDETERMINED  
Address of Interest Holder: 9703 NO. 1 HWY  
GREENWICH NS CA  
B4P 2R2

### TEXTUAL QUALIFICATIONS ON TITLE:

\*Indicates Parcel Register changes in process

THE SEWER EASEMENTS SHOWN ON PLAN P-11701 AND RUNNING OVER LOT A.V.C.-1 (THIS LOT) AND ADJOINING RESIDUAL LOT 1 HAVE NOT BEEN EXPRESSLY GRANTED AS BOTH THESE LOTS HAVE BEEN AND ARE NOW OWNED BY THE SAME OWNER. IN THE EVENT THAT ONE OR THE OTHER OF THESE LOTS IS CONVEYED, THE SEWER EASEMENTS WILL HAVE TO BE RESERVED AND/OR GRANTED.

---

PLAN P-11701 SHOWS THAT THERE ARE UTILITY POLES RUNNING ACROSS THE SUBJECT PROPERTY TO THE REAR OF THE PROPERTY.

---

#### **RECORDED INTERESTS AND INSTRUMENTS:**

Interest Holder Name:	APOLLO VENTURE CAPITAL LIMITED	
Qualifier:		
Interest Type:	ASSIGNEE	
Document Reference:	90809915	2008-06-04 13:49:45
Instrument Type:	ASSIGNMENT OF LEASES AND/OR RENTS	
Expiry Date:		
Address of Interest Holder:	5675 SPRING GARDEN RD HALIFAX NS CA B3J 1H1	

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Interest Holder Name:	MUNICIPALITY OF THE COUNTY OF KINGS	
Qualifier:		
Interest Type:	PARTY TO AGREEMENT	
Document Reference:	87767746	2007-05-07 15:24:26
Instrument Type:	AGREEMENT RE USE OF LAND	
Expiry Date:		
Address of Interest Holder:	POST OFFICE BOX 100 KENTVILLE NS CA B4N 3W3	

---

Interest Holder Name:	C.A. BANCORP INC.	
Qualifier:		
Interest Type:	MORTGAGEE	
Document Reference:	89600085	2007-12-19 16:39:05
Instrument Type:	MORTGAGE	
Expiry Date:		
Address of Interest Holder:	THE EXCHANGE TOWER 130 KING ST TORONTO ON CA M5X 1A4	

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Interest Holder Name:	BILL MONT
Qualifier:	
Interest Type:	MORTGAGEE

---

#### **NON-ENABLING INSTRUMENTS:**

\*Indicates Parcel Register changes in process



Document Reference: 89600168 2007-12-19 16:48:49  
Instrument Type: MORTGAGE  
Expiry Date:  
Address of Interest Holder: 23 JANICE ANN DR  
EASTERN PASSAGE NS CA  
B3Y 2M4

---

Interest Holder Name: C.A. BANCORP INC.  
Qualifier:  
Interest Type: ASSIGNEE

Document Reference: 89611710 2007-12-20 17:08:18  
Instrument Type: ASSIGNMENT OF LEASES AND/OR RENTS  
Expiry Date:  
Address of Interest Holder: 130 KING ST  
TORONTO ON CA  
M5X 1A4

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Document Reference: 91763343 2008-10-01 14:54:27  
Instrument Type: REPEAL OF SUBDIVISION

Document Reference: 87889375 2007-05-24 10:17:15  
Instrument Type: SUBDIVISION & AMALGAMATIONS

Document Reference: 87920857 2007-05-29 09:10:34  
Instrument Type: SUBDIVISION & AMALGAMATIONS

## QUALIFICATION:

The names lists for Tenant in Common interest holders that are not registered pursuant to the *Land Registration Act* have been obtained from Property Online and have not been searched for completeness or accuracy. No representations or opinions are made with respect to these Tenants in Common. The list of Tenants in Common not registered pursuant to the *Land Registration Act* cannot be relied upon as advice on the current state of title of those interests in the subject parcel. A search of the records at the appropriate Registry of Deeds office is required to determine the current owner(s) of the Tenants in Common not registered pursuant to the *Land Registration Act*.

# Statement of Registered and Recorded Interests

Land Registration Date/Time: 2005-05-19 20:51:06  
Date/Time of Issuance of SRI: 2008-10-02 11:35:40  
Date/Time of Parcel Register Update: 2008-10-02 11:28:20

Registration District: KINGS COUNTY  
User Reference:

## PARCEL INFORMATION:

**Parcel Identification Number (PID): 55434336**  
Civic Address and Lot Number: NO 1 HIGHWAY GREENWICH LOT 3  
Condominium Corp. Number:  
General Location of the Parcel: GREENWICH  
Parcel Access Type:

## REGISTERED OWNER'S INFORMATION:

Owner Name: M.I.R. 1 DEVELOPMENTS INC.  
Qualifier:  
Interest Type: FEE SIMPLE  
Document Reference: 82029118 2005-05-25 13:21:35  
  
Instrument Type: DEED  
Address of Owner: 5 THISTLE ST  
DARTMOUTH NS CA  
B3A 2V3  
Non-resident of Nova Scotia? NO

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**MANNER OF TENURE:** NOT APPLICABLE  
Description of Tenure:

## BURDENS ON THE REGISTERED INTERESTS:

Interest Holder Name: SUBJECT TO AN EASEMENT / RIGHT-OF-WAY  
Qualifier:  
Interest Type: EASEMENT / RIGHT OF WAY HOLDER (BURDEN)  
Document Reference: 19526 1960-03-24 00:00:00  
196 - 70  
Instrument Type: UNDETERMINED  
Address of Interest Holder: 9703 NO 1 HWY  
GREENWICH NS CA  
B4P 2R2

## RECORDED INTERESTS AND INSTRUMENTS:

\*Indicates Parcel Register changes in process

Interest Holder Name: APOLLO VENTURE CAPITAL LIMITED  
Qualifier:  
Interest Type: ASSIGNEE

Document Reference: 90809915 2008-06-04 13:49:45  
Instrument Type: ASSIGNMENT OF LEASES AND/OR RENTS  
Expiry Date:  
Address of Interest Holder: 5675 SPRING GARDEN RD  
HALIFAX NS CA  
B3J 1H1

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Interest Holder Name: MUNICIPALITY OF THE COUNTY OF KINGS  
Qualifier:  
Interest Type: PARTY TO AGREEMENT

Document Reference: 87767746 2007-05-07 15:24:26  
Instrument Type: AGREEMENT RE USE OF LAND  
Expiry Date:  
Address of Interest Holder: POST OFFICE BOX 100  
KENTVILLE NS CA  
B4N 3W3

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Interest Holder Name: C.A. BANCORP INC.  
Qualifier:  
Interest Type: MORTGAGEE

Document Reference: 89600085 2007-12-19 16:39:05  
Instrument Type: MORTGAGE  
Expiry Date:  
Address of Interest Holder: THE EXCHANGE TOWER  
130 KING ST  
TORONTO ON CA  
M5X 1A4

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Interest Holder Name: BILL MONT  
Qualifier:  
Interest Type: MORTGAGEE

Document Reference: 89600168 2007-12-19 16:48:49  
Instrument Type: MORTGAGE  
Expiry Date:  
Address of Interest Holder: 23 JANICE ANN DR  
EASTERN PASSAGE NS CA  
B3Y 2M4

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Interest Holder Name: C.A. BANCORP INC.  
Qualifier:  
Interest Type: ASSIGNEE

Document Reference: 89611710 2007-12-20 17:08:18  
Instrument Type: ASSIGNMENT OF LEASES AND/OR RENTS  
Expiry Date:  
Address of Interest Holder: 130 KING ST  
TORONTO ON CA  
M5X 1A4

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#### **NON-ENABLING INSTRUMENTS:**

Document Reference: 91763343 2008-10-01 14:54:27  
Instrument Type: REPEAL OF SUBDIVISION

Document Reference: 87920857 2007-05-29 09:10:34  
Instrument Type: SUBDIVISION & AMALGAMATIONS

#### **QUALIFICATION:**

The names lists for Tenant in Common interest holders that are not registered pursuant to the *Land Registration Act* have been obtained from Property Online and have not been searched for completeness or accuracy. No representations or opinions are made with respect to these Tenants in Common. The list of Tenants in Common not registered pursuant to the *Land Registration Act* cannot be relied upon as advice on the current state of title of those interests in the subject parcel. A search of the records at the appropriate Registry of Deeds office is required to determine the current owner(s) of the Tenants in Common not registered pursuant to the *Land Registration Act*.

**Form 26**

Purpose: to record an interest in a parcel; or  
to record a power of attorney in the power of attorney roll

For Office Use

Registration district:	<b>Municipality of the County of Kings</b>
Submitter's user number:	<b>500000794</b>
Submitter's name:	<b>Municipality of the County of Kings</b>

In the matter of Parcel Identification Number (PID)

PID 55434310	PID 55434328
PID 55434336	

KINGS COUNTY LAND REGISTRATION OFFICE	
I certify that this document was registered as shown here:	
Christina Dodge, Registrar	
87767746	LR ✓ ROD
Document	
MAY 07 2007	15:24
MM DD YYYY	Time
	RB

(Expand box for additional PIDs. Maximum 9 PIDs per form.)

Take notice that the undersigned hereby requests that the registrar record the attached document  
(select applicable box):

- ☒ in the parcel register as a recorded interest  
☐ in the power of attorney roll  
☐ power of attorney registered under the *Registry Act*, for duplication in the power of attorney roll

And further take notice that the following information relates to the interest being recorded:

Instrument type	Development Agreement (406)
Expiry date (if applicable)	N/A
Interest holder and type to be added (if applicable) <i>Note: include qualifier (e.g. estate of, executor, trustee, personal representative) if applicable</i>	Municipality of the County of Kings – Party to the Agreement
Mailing address of interest holder to be added	PO Box 100 Kentville, NS B4N 3W3
Name and mailing address of power of attorney donor to be added (if applicable)	N/A
Name and mailing address of power of attorney donee to be added (if applicable)	N/A
Reference to related instrument in names-based roll/parcel register (if applicable) <i>(for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable)</i>	N/A




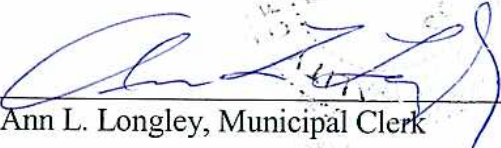
## MUNICIPALITY OF THE COUNTY OF KINGS

**"BE IT RESOLVED** that the Municipality of the County of Kings discharge the development agreement entered with Apollo Venture Capital Ltd on October 2<sup>nd</sup>, 2001, recorded in the Kings County Registry Deeds on October 25<sup>th</sup>, 2001 in Book 1291, pages 266-300 as Document #. 6592, as well as enter into the attached Development Agreement with MIR 1 Developments Inc. in order to permit the development of the Commercial Comprehensive Development District on Highway 1, New Minas and the unincorporated area of Greenwich, pursuant to Policy 2.2.6.4 of Bylaw 56, the Municipal Planning Strategy and Policy 18, Section 2.4 of Bylaw 57, the New Minas Sector Plan.

THIS IS TO CERTIFY that the foregoing Agreement was considered and passed by a majority vote of those Councillors present when the vote was taken at the session held on the 3 day of April, A.D., 2007 in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hands of Warden and Municipal Clerk and under the corporate seal of the Municipality this 17 day of April, 2007.

  
Fred Whalen, Warden

  
Ann L. Longley, Municipal Clerk



**THIS AGREEMENT** made this 7<sup>th</sup> day of May, 2007

- BETWEEN:

**M.I.R. 1 DEVELOPMENTS INC.**, a body corporate with it's head office in Wolfville, Nova Scotia (hereinafter called the "DEVELOPER"),

- OF THE FIRST PART

AND

**MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Kentville, Kings County, Nova Scotia (hereinafter called the "MUNICIPALITY"),

- OF THE SECOND PART

**WHEREAS** the Developer is the owner of certain lands and premises (hereinafter called the "Property"), which lands are more particularly described in Schedule "D", attached hereto;

**AND WHEREAS** the Developer has requested that the Municipality enter into a Development Agreement (hereinafter called the "Agreement") pursuant to the provisions of Section 225 of the Municipal Government Act and Policy 2.2.6.4 of the Municipal Planning Strategy and Policy 18, Section 2.4 of the New Minas Sector Plan so that the Developer may develop and use the Property in a manner which is not presently provided for within the Land Use Bylaw generally applicable to the particular zone in which the Property is located;

**AND WHEREAS** the Developer's proposed use of the Property is intended for a comprehensive mixed-use development containing commercial, light industrial, community facility and multi-unit residential land uses.

**THEREFORE**, in consideration of the covenants, promises and agreements contained herein, the parties hereto agree as follows:

## **Part 1 Agreement Context**

### **1.1 Schedules**

The following attached schedules shall form a part of this Agreement:

Schedule "A" - Land use requirements for Block A  
Schedule "B" - Land use requirements for Block B  
Schedule "C" - Land use requirements for Block C  
Schedule "D"- Procedure for transfer of Public Park to the Municipality  
Schedule "E" - Legal Description of the Property  
Schedule "F" - Site Plan

## **1.2 Municipal Planning Strategy and Land Use Bylaw**

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended.
- (c) *New Minas Sector Plan* means Bylaw 42 of the Municipality, approved on August 17, 1982, as amended.
- (d) *New Minas Land Use Bylaw* means Bylaw 57 of the Municipality, approved on June 17, 1979, as amended.

## **1.3 Definitions**

Unless otherwise defined, 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) *Auction House* means a building or structure or lands used for the storage of goods and materials, which may include motorized vehicles on an incidental basis only, which are to be sold on the premises by public auction, and for the sale of the said goods and materials by public auction. Yard sales and flea markets are not included in this definition.
- (b) *Block A* means the western portion of the Property as identified on the Site Plan.
- (c) *Block B* means the centre portion of the Property as identified on the Site Plan
- (d) *Block C* means the eastern portion of the Property as identified on the Site Plan.
- (e) *Development Officer* means the Development Officer appointed by the Council of the Municipality
- (f) *Commercial Floor Area* means the total usable floor area within a building used for commercial purposes but excludes washrooms, furnace and utility rooms, storage and kitchen areas, and common malls between stores.
- (g) *Highway No. 1* means the existing street identified as Commercial Street (Truck 1) on the Site Plan that is owned and activity maintained by the Nova Scotia Department of Transportation and Public Works.



- (h) *Parking Area* means an open paved area, other than a public street or highway, containing designated parking spaces for two or more motor vehicles that has adequate unencumbered access to permit entrance and exit of motor vehicles to a driveway, public street or highway and is delineated from adjacent lands by landscaping or other barriers.
- (i) *Public Road* means a street, road or highway that is owned and maintained by the Municipality.
- (j) *Weekend Market* means a building or part of a building or open area where stalls or tables are rented or otherwise provided which are intended for use by various individuals to sell new, used, handmade or second hand goods, produce or baked goods, articles and antiques/collectables to the general public on a regular basis during the weekend hours (Saturday and/or Sunday) and may include the selling of goods at retail by businesses or persons who are generally engaged in retail trade. Not to include private garage sales.

## **Part 2 General Development Requirements**

### **2.1 Uses**

The use of the Property shall be limited to:

- (a) A maximum of ninety-two (92) residential units within 3 to 6 multi-residential buildings located in Block A and in conformance with the requirements for Block A contained in Schedule A.
- (b) Commercial, Community Facility and/or Light Industrial land uses within new or existing buildings located in Block B and in conformance with the requirements for Block B contained in Schedule B.
- (c) Town house units and/or one (1) multi-unit residential building/home for special care facility located in Block C and in conformance with the requirements for Block C contained in Schedule C.
- (d) Notwithstanding 2.1(b), above, up to 30% of Block B, without frontage on Highway No. 1, may be developed in conformance with the requirements for Block A contained in Schedule A.

### **2.2 Access**

The Nova Scotia Department of Transportation and Public Works must approve vehicle ingress and egress for the Property prior to use. A maximum of three accesses from the property onto Highway No. 1 are permitted. The Developer must submit current permits from the Department of Transportation and Public Works prior to receiving any development or buildings permits.

### **2.3 New Public Roads**

- (a) The Developer may develop up to two new public roads that access Highway No.1 and end in a cul-de-sac provided the location and configuration of accesses are approved by the Nova Scotia Department of Transportation and Public Works, and the Municipal Department of Engineering.
- (b) Notwithstanding the subdivision bylaw, any new public road(s) may be a minimum width of 50 feet.
- (c) Notwithstanding 2.3(b), above, a portion a new public road located immediately to the west of the former Horton High School building shown on the Site Plan may be a minimum width of 44 feet. This 44 feet wide portion may be a maximum length of 75 feet and must be located within the area identified as a reduce right-of-way on the Site Plan.
- (d) Any new public road(s) must contain pedestrian walkways on one side of the road with a minimum width of five (5) feet that connects to the existing pedestrian walkway located on Highway No. 1.
- (e) All design characteristics and construction of the new public road(s) must meet all applicable design standards required by the Municipal Department of Engineering.

### **2.4 Subdivision**

- (a) The Developer agrees that the Property shall be consolidated or subdivided, developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- (b) The Development Officer may approve final plans of consolidation or subdivision for all parcels referred to as the Property provided the parcel has public highway frontage as required by this Agreement.
- (c) Any subdivision or consolidation of land in Block A, B, or C must meet all applicable minimum requirements contained in this Agreement.
- (d) The decision of the Development Officer as to whether subdivision of the Property conforms to the terms of this Agreement shall be conclusive.

### **2.5 Access onto any New Public Roads**

- (a) A maximum of 2 access points to any lot from any new public road may be permitted.
- (b) A minimum 25 foot separation distance consisting of a curb, barrier, or ditch designed to prevent vehicular access shall be maintained between access points, except for townhouse developments located in Block C.



- (c) Access points shall be located a minimum of 50 feet from the nearest intersection of street lines.
- (d) Accesses shall be a maximum width of 25 ft for residential land uses and 36 ft for commercial, industrial or community land uses, unless otherwise required by the Nova Scotia Department of Transportation and Public Works.
- (e) The portion of the proposed new public road identified as being a reduced right-of-way on the Site Plan may contain a maximum of one (1) access for a residential land use. No other accesses are permitted within this area.
- (f) Two or more lots may share the same access.

## **2.6 Parking General Standards**

The Developer shall meet the following criteria and standards for parking:

- (a) Individual parking spaces shall have minimum dimensions of 9 feet by 18 feet.
- (b) Traffic aisles leading to and within parking areas shall be a minimum width of twenty (20) feet for two-way traffic and ten (10) feet for one-way traffic.
- (c) No parking space shall be located within ten (10) feet of a lot line abutting a R1, R2, or P1 Zone unless the abutting yard is fenced or screened;
- (d) The parking area shall consist of a permanent hard surfacing and each parking space shall be clearly marked and maintained as such.
- (e) Lights shall illuminate the parking area and shall be so arranged as to divert the light away from streets and adjacent lots and buildings.
- (f) Individual parking spaces shall be located such that they do not interfere with the functioning of any entrance or exit to a building or structure. In addition, individual parking spaces shall not be located within 10 feet of any window in a habitable room where such window is within 4 feet of the established grade.
- (g) Unless otherwise stated in this Agreement, parking shall be provided within the same lot as the use for which the parking is required.
- (h) Should the required number of parking spaces calculated for a permitted land use be equal to a fractional number, the required number of spaces shall be equal to the next highest whole number.

## **2.7 Reserved Spaces for Physically Disabled Persons**

The Developer shall meet the following criteria and standards for physically disabled parking:

- (a) The minimum number of parking spaces reserved for physically disabled persons shall comply with the following table.

Required parking spaces	Minimum Number of parking spaces provided for physically disable persons
1-4	0
5-35	1
36-60	2
61-85	3
86-110	4
111-135	5
136-160	6

- (b) The parking space(s) closest to a facility shall be reserved for parking for physically disabled persons.
- (c) Each parking space reserved for physically disabled persons shall contain an area of no less than 240 square feet measuring 13 feet by 18 feet.
- (d) Each parking space reserved for physically disabled persons shall be clearly identified by a ground or facial sign.
- (e) Where a parking area is defined by curbing, a ramped curb shall be provided so as to allow a physically disable person to easily travel through or over such curbing.

## **2.8 Paving**

All accesses, parking, loading and traffic circulation areas shall be paved prior to receiving an occupancy permit for the main use located on any lot.

## **2.9 Parking of Commercial Vehicles**

Notwithstanding other provisions in this Agreement, commercial vehicles shall not be parked overnight within Block A or C whenever such commercial vehicles are operating a refrigeration unit, or are loaded with any cargo regulated under the Dangerous Goods Management Regulations made under Section 84 of the Environment Act, S.N.S. 1994-95, c.1, or similar legislation. The presence of unacceptable cargoes may be determined by labels on the materials on placards on the transport unit as required by Federal Regulations under the Transportation of Dangerous Goods Act.

## **2.10 Pedestrian Walkways**

- (a) All required pedestrian walkways shall be a minimum of 4 feet wide and shall consist of a permanent hard surfacing.
- (b) The Developer may develop additional pedestrian walkways and trails not required in this Agreement to their own standards.



- (c) Excluding pedestrian walkways located on any new public roads, the Developer is solely responsible for maintenance and snow removal on the pedestrian walkways located on the Property and required in this Agreement.

## **2.11 Landscaping**

- (a) All areas of the Property not paved or otherwise reserved for driveways, parking, walkways or developed as amenity space; or otherwise landscaped shall be covered and maintained with grass or other vegetation.
- (b) Except for lot access, a minimum 10-foot wide strip consisting of grass and bushes or trees shall be required within the lot boundary along Highway No.1 and any new public roads. Trees or bushes shall have an average spacing not to exceed 40 feet. The average spacing allows for grouping trees or bushes so as to enhance appearance and to avoid impeding site lines.

## **2.12 Accessory Uses**

Where this Agreement provides that the Property may be used for a purpose, the purpose is deemed to include any use accessory or ancillary thereto, subject to the requirements of this Agreement.

## **2.13 Accessory Buildings**

Unless otherwise indicated in this Agreement, accessory buildings shall be permitted but shall not:

- (a) be used for human habitation; or
- (b) be built closer to the front lot line or flankage lot than the minimum distance required by this Agreement for the main building on the lot; or
- (c) Be located within 10 feet of any building on the lot; or
- (d) Exceed 20 feet in height; or
- (e) Be permitted on a separate lot from a main building;

## **2.14 Hazardous Materials and Petroleum Storage**

No facilities for storage of petroleum products or hazardous materials regulated under the Nova Scotia Environment Act and Regulations shall be permitted within 500 feet of a watercourse or public or private water supply well as defined in the Environment Act.

## **2.15 Temporary Construction Uses**

The use of land for the temporary location of a building or structure, or for other purposes incidental to a main construction project is permitted to continue up to sixty days following completion of the main construction project.

## **2.16 Height Restrictions**

The maximum height of buildings and structures as provided for in particular sections of this Agreement, unless otherwise indicated, shall not apply to water tanks, elevator enclosures, silos, flagpoles, television or radio antennae/satellite dishes, ventilators, skylights, chimneys, or clock towers.

## **2.17 Permitted Setback Encroachments**

Unless otherwise indicated, every part of any yard required by this Agreement shall be open and unobstructed by any structure, subject to the following:

- (a) There may be constructed in any yard the usual projections of sills, cornices, eaves, gutters, chimney breasts, pilasters, canopies, or other architectural features provided that no such structure or feature shall project more than two (2) feet into a required yard.
- (b) Window bays may be permitted to project not more than three (3) feet from the main wall into a required front, rear or flankage yard.
- (c) Where the required yard is greater than two (2) feet six (6) inches, a minimum setback of two (2) feet six (6) inches shall be maintained between uncovered patios and any side lot line.

These provisions shall not restrict the locating of ornamental plantings of landscaping in any yard unless otherwise indicated in this Agreement.

## **2.18 Tree Standards**

All required trees shall be capable of growing to and being maintained at a minimum height of twenty feet, and shall be maintained in a healthy and safe condition.

## **2.19 Sewer Connections and Water Supply**

- (a) The Property shall be serviced by the Village of New Minas or Greenwich water and sewer system as approved by the Village or Municipality in accordance with a Joint Certificate of Approval issued by the Departments of Health and Environment and Labour of Nova Scotia.
- (b) The provision of water and sewer services to initial phases of site development shall be sized to accommodate the maximum amount of development permitted in later phases in keeping with sound engineering practices and municipal standards.



- (c) All costs for the provision of water and sewer, including costs for remedial action, shall be the responsibility of the Developer, in accordance with respective policies of the Municipality.

## **2.20 Storm Water Management**

- (a) All storm water runoff must be managed effectively on the property so as not to negatively impact adjacent properties, roads or watercourses as determined by the Municipal Department of Engineering and the Nova Scotia Department of Environment and Labour.
- (b) At the time of subdivision, the Developer shall submit an adequate storm water management plan to the Development Officer for approval, which must be granted, prior to obtaining any subdivision approval.

## **2.21 Exterior Lighting**

Any exterior lighting on the Property shall not be directed upon streets, and neighbouring properties.

## **2.22 Appearance of Property**

The Developer shall at all times maintain the Property in a neat and presentable condition including the structures, lawns, landscaping, driveways and parking areas and spaces.

# **Part 3 Implementation of the Agreement**

## **3.1 Application for Sewer Connection Permit**

- (a) The Developer shall apply for and receive all required sewer connection permits from the Village of New Minas or Municipality, as applicable where applicable, prior to obtaining a Development Permit.
- (b) The Developer shall be responsible for all costs associated with the connection of this system to the Property and for sewer rates.

## **3.2 Application for Development and Building Permits**

- (a) Development of the Property or any portion thereof shall require applications for Development Permits and Building Permits.
- (b) The Developer must comply with the provisions of the Municipal Building Bylaw, including all requirements for Building Permits and compliance with Orders of Building Inspectors.

- (c) The Developer shall submit to the Development Officer in support of any application for a Development Permit and/or a Building Permit:
  - (i) Building plans and specifications, which are acceptable to the Development Officer and the Municipal Building Inspector;
  - (ii) Consent for Building and Access to the property from the Department of Transportation and Public Works, and
  - (iii) Any other information the Development Officer deems necessary to determine whether the development conforms with the requirements of this Agreement.

### **3.3 Issuance of Development Permits**

- (a) The Development Officer shall not issue Development Permit(s) for the use of the Property and for any construction relating to this Agreement unless such development complies with the terms of this Agreement.
- (b) The decision of the Development Officer as to whether a development meets the terms of this Agreement shall be conclusive.

### **3.4 Subdivision**

The developer may subdivide the property according to the Subdivision By-law and the terms of this Agreement.

### **3.5 Site Erosion and Environmental Control**

- (a) No cutting of trees or altering of grades or removal of sand, gravel or topsoil shall be permitted except with respect to buildings, driveways, roadways, parking lots, walkways, amenity areas, necessary sewer, water, and other utility easements and as may be further required under the terms of the Agreement.
- (b) During any construction, all trees to be preserved are to be protected by a snow fence located at the leaf or “drip line” of the trees or groups of trees to be preserved.
- (c) During any construction, all exposed soil shall be stabilized immediately so as to effectively control erosion of the soil.
- (d) Adequate measures shall be taken to contain within the site all silt and sediment created during construction.

### **3.6 Phasing of Development**

The Developer may develop the site in its entirety in a single construction phase or in any number of construction phases provided all phases comply with this Agreement.



### **3.7 Commencement of Operation**

No 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.

### **3.8 Completion and Expiry Date**

- (a) The Developer shall sign this Agreement within six (6) months of eligibility to execute the Agreement or the unexecuted Agreement shall be null and void.
- (b) The Developer shall complete all construction and be in complete compliance with all provisions of this Agreement within ten (10) years of signing this Agreement.

## **Part 4 Changes and Amendments**

### **4.1 Change in Use**

The Developer or any successors in title shall not vary or change the use of the Property, except as provided for in this Agreement, unless a new or amended Development Agreement is entered into with the Municipality.

### **4.2 Variance**

The development officer may grant a variance of up to 5% in one or more of the following:

- (a) percentage of land that may be built upon;
- (b) size or other requirements relating to required yards;
- (c) lot frontage or lot area, or both, if a variance was granted for the lot at the time of subdivision approval.

A variance may not be granted where the:

- (i) variance violates or disregards the intent of the development agreement;
- (ii) difficulty experienced is general to properties in the area; or
- (iii) difficulty experienced results from an intentional disregard for the requirements of the agreement.

The costs and procedures for granting or refusing a variance shall be identical to the costs and procedures for granting a variance for as-of-right development.

#### **4.3 Insubstantial Amendments to this Agreement**

The Developer shall not vary or change the use of the Property, except as provided for in the Development Agreement, unless a new Development Agreement is entered into with the Municipality or the Development Agreement is amended or discharged.

The Municipality and the Developer agree that all matters in the Development Agreement are substantive matters, which shall not be changed or altered except by amendment to the Development Agreement except as follows. The following matters are not substantive matters and may be changed or altered by policy of Council, and shall not require a Public Hearing:

- (a) Changes to the Site Plan or Agreement that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department of Transportation and Public Works, the Nova Scotia Department of the Environment and Labour and the Nova Scotia Alcohol and Gaming Authority, provided the change does not violate or disregard the intent of this Agreement.
- (b) Changes to the Property Description and Site Plan required to add a portion of the right-of-way for Highway No.1, which is currently owned by the Nova Scotia Department of Transportation to the lands included in this Agreement.
- (c) Changes to the Site Plan that are required to change the size and shape of Block A, B and C provided the following conditions are met:
  - (i) The Site Plan shows the accurate location of Blocks A, B and C including total areas and all boundary lengths and widths in feet.
  - (ii) The Site Plan shows the accurate location and configuration of the accesses onto Highway No. 1 as approved by the Nova Scotia Department of Transportation and Public Works.
  - (iii) The Site Plan shows a 40 foot wide buffer area on the steep sloped area on the western edge of the property.
  - (iv) The Site Plan shows the accurate location of lands reserved for a public park and identified as Parkland, which cannot be changed in location, size or shape.
  - (v) Block A is located on the western side of the property and is within 0.5 acres of a total area of 5.8 acres.
  - (vi) Block B is located between Block A to the west, and Block C to the east, and is within 0.5 acres of a total area of 6.7 acres.
  - (vii) Block C is located on the eastern side of the property and is within 0.5 acres of a total area of 4.7 acres.



- (d) Changes to the Site Plan that are required to change the location of land reserved for a public park and identified as Parkland, provided the parkland is a minimum of 0.5 acres in size, a minimum of 100 ft in length and width, and has a minimum of 50 feet of frontage onto a public road.
- (e) Changes to the completion interval specified in section 3.8 of this Agreement.

## **Part 5 Compliance**

### **5.1 Subsequent Development**

Any subsequent development not included in this Agreement may only be initiated or carried out upon the entering into of a new or amended Development Agreement with the Municipality.

### **5.2 Compliance with Other Bylaws or Regulations**

Nothing in this agreement shall exempt the Developer or any successor in title from complying with other Bylaws or Regulations in force within the Municipality, including the Building Bylaw, or from obtaining any license, permission, permit authority or approval required hereunder, including any permission required under the Provincial Fire Code, or those of any other authority having jurisdiction.

### **5.3 Observance of the Law**

Subject to the provisions of this Agreement, the Developer shall observe all of the ordinances, bylaws and regulations of the Municipality, Provincial and Federal legislation applicable to the Developer.

### **5.4 Breach of Terms or Conditions**

Upon the breach by the Developer of the terms or conditions of this Agreement, the Municipality may:

- Apply for an injunction or injunction type relief; or
- Prosecute under the Municipal Government Act, Land Use Bylaw or Building Bylaw, and/or Building Code Act;
- Sue for specific performance of any terms or conditions; or
- Sue for breach of contract; or
- Discharge this Agreement; or
- Undertake any remedies permitted by the Municipal Government Act;
- Take no action but by taking no action on any breach or violation shall not bar the Municipality from exercising its rights under the Development Agreement for any other or a subsequent or continuing breach or violation of the same nature; or
- Any combination of the above.

## **5.5 Registration of Agreement**

The Municipality shall record the Development Agreement in the Land Registration Office for the County of Kings

## **5.6 Severability of Provisions**

It is agreed that the provisions of this Agreement are severable from one another and that the invalidity or unenforceability of one provision shall not prejudice 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 neuter genders.

## **5.8 Ownership and Control**

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Property until this Agreement is discharged by Council.

Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer of any portion of the Property, this agreement shall continue to apply and bind the Developer, the Property and any portion of the Property and, subject to this Part, the Developer shall continue to be bound by all terms and conditions of this Agreement until discharged by Council

Upon transfer of title of any portion of the Property, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the portion of the Property.

## **5.9 Warranties by the Developer**

The Developer warrants as follows:

- (a) The Developer has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance. No other entity has an interest in the Lands that would require their signature on this 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 this Agreement to validly bind the Lands.
- (b) The Developer has taken all steps necessary to, and it has full authority to, enter into this Agreement.

#### **5.10 Costs**

The Developer is responsible for all costs associated with this Agreement.

#### **5.11 Full Agreement**

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



**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 on 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**

B. Sivak  
Witness

Fred Whalen  
Fred Whalen, Warden

Ann L. Longley  
Ann L. Longley, Municipal Clerk



SIGNED, SEALED AND DELIVERED  
In the presence of:

**M.I.R. 1 DEVELOPMENTS INC.**

Hatcher Jo Lignifoot  
Witness

William G. Young  
William G. Young, President

## **Schedule "A"**

### **Land Use Requirements for Block A**

#### **1. Total Development Permitted in Block A**

A maximum of ninety-two (92) residential units within 3 to 6 multi-unit residential buildings and subject to the following requirements:

#### **2. Permitted Uses**

Multi-unit residential buildings to a maximum of 40 units per building  
Park

#### **3. Uses Subject to Conditions**

Home Day Care  
Urban Home Occupations

Home Day Care and Urban Home Occupation are permitted provided the use meets the requirements contained in BYLAW # 75, the Land Use Bylaw.

#### **4. General Provisions**

Any development must meet all applicable provisions contained in Parts 1 through 5 of this Agreement.

#### **5. Amenity Area**

- (a) An amenity area comprising a minimum of 5% of the total lot area shall be provided.
- (b) The amenity area shall be landscaped with a combination of grass, trees, flowers or decorative stonework, all of which are designed to meet the outdoor leisure needs and privacy of residents.

#### **6. Public Park**

- (a) In addition to the minimum amenity area requirement above, the Developer shall develop a generally level graded public park measuring a minimum of 0.5 acres within Block A in the location identified as Parkland on the Site Plan.
- (b) The developer shall landscape the public park with a combination of grass, trees, flowers, shrubs or decorative stonework in consultation with the Municipal Department of Community Development.
- (c) Once complete, the Municipality agrees to reimburse the Developer 50% of the costs associated with the landscaping required in section 6(b) of Schedule A, above, up to a maximum of \$5,000, and take full ownership of the public park, including its

maintenance, subject to approval of the Municipal Department of Community Development and in conformance with the procedure contained in Schedule D.

## **7. Parking**

- (a) All parking shall meet the general requirements of section 2.6 and 2.7 of this Agreement.
- (b) A minimum of 1.5 parking spaces shall be provided for each dwelling unit permitted. In the case of odd number of units, parking shall be provided using the next higher number.
- (c) Except for pedestrian walkways, a minimum of 10-foot wide strip consisting of grass, bushes and trees shall be required around all parking areas. Trees shall be a minimum height of 10 feet with an average spacing not to exceed 40 feet. The average spacing allows for grouping trees so as to enhance appearance and to avoid impeding site lines.
- (d) No parking shall be permitted in a required minimum side or rear yard abutting a residential zone.

## **8. Pedestrian Walkways**

Pedestrian walkways must be provided in conformance with the standards in section 2.10 of this Agreement. The walkways must directly or indirectly link the main entrances of each multi-unit residential building in Block A to each other as well as to the public park required in section 6 of Schedule A, above, Block B, and the existing public sidewalk along Highway No. 1.

## **9. Buffering and Screening**

The 40 foot wide buffer area along the western edge of Block A and shown on the Site Plan may not be developed in any way and must be maintained as a natural wooded landscape.

## **10. Outdoor Storage**

Where outdoor garbage and recycling bins are provided, these facilities shall be either:

- (a) Enclosed within a maximum 200 square foot accessory building permitted in the required front yard but no less than 10 feet from a property line; or
- (b) Enclosed within a 6 foot high opaque board fence within the rear yard, and effectively screened from the street and adjacent residential properties.

## **11. Signs**

All signs must meet the requirements of the Land Use Bylaw applicable for the Residential Medium Density (R4) Zone.



## 12. Reduced Setback

Where parking is excluded from the front yard, the standard setback requirement from a new public road may be reduced to 10 feet provided the entire front yard, excluding access and pedestrian walkways, is landscaped with a mixture of grass, trees and bushes.

## 13. Block A Requirements

Any permitted use must comply with the following requirements:

Block A	Multi-Unit Residential
Minimum Lot Size	10,000 sq ft for first 4 units, 2,000 sq ft for each additional unit
Minimum Lot Frontage	100 ft
Minimum Front or Flankage Yard	
a) New Public Road	25 ft
b) Reduced Setback on New Public Road (Section 12, above)	10 ft
c) Highway No. 1	45 ft
Minimum Side Yard	
a) Main Building	20 ft
b) Accessory Building	8 ft
Minimum Rear Yard	
a) Main Building	35 ft
b) Accessory Building	8 ft
Maximum Height of Main Building	35 ft
Maximum Lot Coverage	35% of lot area
Maximum Number of Units Per Acre	20 units

## **Schedule "B"**

### **Land Use Requirements for Block B**

#### **1. Total Development Permitted in Block B**

- (a) Commercial, Community Facility or Light Industrial land uses within new or existing buildings in conformance with the following requirements.
- (b) Notwithstanding 1(a) above, up to 30% of Block B, without frontage on Highway No.1, may be developed in accordance with the requirements of Block A contained in Schedule A excluding Section 1.

#### **2. Permitted Uses**

Agricultural Equipment Parts, Sales and Service  
Arenas  
Art and Cultural Centres  
Art Galleries  
Auction House (As defined in this Agreement)  
Automobile Parts, Sales and Service  
Bakery Shops  
Business Offices  
Bus Depot  
Commercial Schools  
Community Facilities  
Convenience Stores  
Day Care Facilities  
Delicatessens  
Dental Laboratories  
Dressmaking and Tailoring  
Education Facilities  
Farm Markets  
Fixed Roof Overnight Accommodation  
Food Stores  
Forestry Equipment Parts, Sales and Service  
Funeral Homes  
Garden Centres  
Group Care Facilities  
Indoor Recreation Uses  
Libraries  
Manufacturing and Bottling of Beverages  
Medical Clinics  
Mini Warehouses  
Museums  
Nurseries, Greenhouses and Garden Centres  
Office Supplies  
Outdoor Commercial Display

Parks  
Parking Lots  
Parking Structures  
Personal Service Shops  
Photography Studios  
Post Offices  
Printing Establishments  
Private Clubs  
Professional Offices  
Public and Private Utility Services  
Rehabilitation Centres  
Restaurants  
Retail Building Supplies  
Retail Stores  
Retail Warehouse Outlet  
Service Shops  
Taxi and Bus Stations  
Telecommunications and Broadcasting Facilities  
Theatres  
Tourist Centres  
Veterinary Clinics  
Weekend Markets (As defined in this Agreement)  
Wholesale Distributors and Suppliers  
Wineries

Food Stores and Retail Stores shall not exceed 10,000 sq feet of commercial floor area.

### **3. Uses Subject to Conditions**

Accessory Dwelling Units  
Lounges and Beverage Rooms

### **4. General Provisions**

Any development must meet all applicable provisions contained in Parts 1 through 5 of this Agreement.

### **5. Parking**

- (a) All parking spaces and areas shall meet the requirements of section 2.6 and 2.7 and of this Agreement.
- (b) Parking space requirements shall be in conformity with the parking provisions of each respective use category as provided in Land Use Bylaw 75, specific provisions of this Agreement notwithstanding.
- (c) Parking shall be located upon the same lot as the use for which the parking is necessary.



- (d) Where there is a combination of uses on a lot, the minimum parking space requirements shall equal the combined total of the minimum requirements for each use.
- (e) Parking areas shall consist of no more than 30 parking spaces, which at a minimum must be separated from each other by curbed, and landscaped strips or islands that are a minimum of 100 square feet in size.
- (f) Notwithstanding 2.6(a) of this Agreement, up to 25% of the total number of parking spaces required on a lot may be one hundred and twenty-eight (128) square feet in area, measuring eight (8) feet by sixteen (16) feet, and must be clearly marked for use only by compact cars.

## **6. Fencing and Buffers**

Where parking and receiving areas are situated in a yard abutting lots within Block A or C as identified on the Site Plan or abut a lot within Block B that is developed in accordance with Schedule A, as provided for in Section 1(b) of Schedule B, above, a 10 foot wide grassed buffer yard shall be provided with either:

- (a) a minimum 6 foot high coniferous trees planted with an average maximum spacing of 10 feet, intermixed with minimum 10 foot high deciduous trees planted with an average maximum spacing of 15 feet; or
- (b) a 6 foot high opaque wooden fence and minimum 10 foot high deciduous trees on the commercial side of the fence, planted with an average maximum spacing of 20 feet.

## **7. Loading Bays and Spaces**

- (a) Any building, structure or use of land which entails the regular shipping, loading or unloading of persons, animals, goods or materials shall provide and maintain on the same premise as such building, structure or use one off street loading space for standing, loading and unloading for every 30,000 square feet of floor area or lot area to a maximum of 6 loading spaces.
- (b) The provision of a loading space for any building with less than 1,500 square feet shall be optional, notwithstanding (a) above.
- (c) No loading spaces shall be located within any required front yard.
- (d) Where a loading bay or multiple bays and associated uses are situated within an abutting yard or are visually exposed to an abutting yard, a 20 foot wide grassed buffer yard shall be provided with a 6 foot high fence whose vertical plane is of continuous and uniform solid construction to create a visual barrier, and two rows of trees positioned at least 10 feet apart, staggered, and according to the same spacing intervals, heights and tree varieties as described in 7(b) above.
- (e) Loading activities shall not be permitted between 10:00 pm and 7:00 am of the following day.

## **8. Garbage Containers, Compactors and Recycling Bins**

A six (6) foot high fence whose vertical plane is of continuous and uniform solid construction to create a visual barrier to public streets and adjacent properties shall enclose garbage containers, recycling bins and garbage compactors.

## **9. Pedestrian Walkways**

Pedestrian walkways must be provided in conformance with the standards in section 2.10 of this Agreement. The walkways must directly or indirectly link at least one public/customer entrance from commercial and institutional land uses within Block B, to each other, as well as to the public sidewalk along Highway No. 1.

## **10. Signs**

- (a) One (1) ground sign is permitted in Block B, which must conform to the size restrictions concerning ground signs contained in the Land Use Bylaw for the General Commercial (C1) Zone.
- (b) In addition to the single ground sign permitted in Block B, one (1) roof sign, one (1) projecting sign and any number of facial signs are permitted per lot in accordance with the corresponding size restrictions contained in the Land Use Bylaw for the General Commercial (C1) Zone.

## **11. Multiple Uses**

Where any land or building is used for more than one purpose, all provisions of this Agreement relating to each use shall be satisfied and if more than one standard applies, the more stringent standard shall prevail.

## **12. Satellite Dishes and Radio, Television and Telecommunications Antennae**

Equipment such as dishes and antennae, which are external to the building(s), associated with and ancillary to a TV, cable, satellite, radio, internet or other form of permitted telecommunications or otherwise licensed public or private broadcasting business or facility shall not be permitted in a required yard abutting Blocks A and C.

## **13. Special Requirements: Accessory Residential Uses**

Residential units are permitted as an accessory residential use in main buildings provided:

- (a) The floor area of the residential units does not exceed twice the floor area used for commercial, light industrial or institutional land uses.
- (b) The residential units are contained in the main building constituting the commercial, light industrial or institutional use.
- (c) A minimum of one (1) on site parking space shall be provided for each unit permitted.



- (d) A minimum of 0.5 parking spaces shall be reserved for residents and/or guests for each residential unit permitted in Block B. This parking may be grouped or individually located on one or more lots located in Block B.
- (e) The residential units are located above, behind or below the permitted commercial, light industrial or institutional use.

#### **14. Special Requirements: Lounges and Beverage Rooms**

- (a) Any lounge or beverage room must be located a minimum of 50 feet from Block A and C, as well as from any lot within Block B that is developed in accordance with Schedule A, as provided for in Section 1(b) of Schedule B, above.
- (b) Any patio associated with a lounge or beverage room must be clearly cordoned off from the adjacent outdoor area by a metal or wooden railing measuring a minimum of 3 feet in height. Any patio must be located a minimum of 50 feet from Block A and C, as well as from any lot within Block B that is developed in accordance with Schedule A, as provided for in Section 1(b) of Schedule B, above.

#### **15. Reduced Setback**

- (a) Where parking is excluded from the front or flankage yard, the standard setback requirement may be reduced to 18 feet provided the entire front or flankage yard, excluding access and pedestrian walkways, is landscaped with a mixture of grass, trees and bushes.
- (b) Where parking is excluded from the front or flankage yard abutting the western most exterior wall of the former Horton High School building shown on the Site Plan, the standard setback may be reduced to 10 ft provided the entire front or flankage yard, excluding access and pedestrian walkways, is landscaped with a mixture of grass, trees and bushes.

## 16. Block B Requirements

Unless otherwise stated, any permitted use must comply with the following requirements:

Block B	Standard
Minimum Lot Size	6000 sq ft
Minimum Lot Frontage	60 ft
Minimum Front or Flankage Yard	
a) Highway No.1 or a new Public Road	45 ft
b) Reduce Setback (Section 18(a), above)	18 ft
c) Special Reduced Setback (Section 16(b), above)	10 ft
Minimum Side Yard	
a) General	10 ft
b) Abutting Properties with Block A or C	25 ft
Minimum Rear Yard	
a) Main Building	25 ft
b) Accessory Building	10 ft
c) Any Building Abutting Properties with Block A or C	35 ft
Maximum Height of Main Building	55 ft
Maximum Lot Coverage	50% of lot area
Minimum Clear Distance Between Main Buildings	20 ft

## **Schedule "C"**

### **Land Use Requirements for Block C**

#### **1. Total Development Permitted in Block C**

A maximum of seventy-two (72) dwelling units.

#### **2. Permitted Uses**

Town Houses

One (1) multi-unit residential building containing a maximum of 40 units or;

One (1) Home for Special Care containing a maximum of 80 beds or,

One mixed multi-unit residential and home for special care facility contained in a single building and in conformance with Section 4 of Schedule C, below.

Parks

#### **3. General Provisions**

Any development must meet all applicable provisions contained in Parts 1 through 5 of this Agreement.

#### **4. Mixed land use**

Should the multi-unit residential building contain a mix of multi-unit residential units and home for special care land uses, the combined maximum number of residential units and home for special care beds shall not exceed 40 residential units or 80 beds as determined by the following formula.

1 residential unit = 2 home for special care beds

#### **5. Parking for Town Houses**

- (a) All parking shall meet the general requirements of Section 2.6 and 2.7 of this Agreement.
- (b) A minimum of one(1) on site parking space shall be provided for each town house unit permitted.
- (c) A minimum of 0.5 parking spaces shall be reserved for residents and/or guests for each town house unit permitted in Block C. This parking may be grouped or individually located on one or more lots located in Block C.

#### **6. Parking for Multi-unit residential building/home for special care**

- (a) All parking shall meet the general requirements of section 2.6 and 2.7 of this Agreement.



- (b) A minimum of 1.5 parking space shall be provided for each multi-unit residential dwelling unit permitted.
- (c) 1 parking space shall be provided for each two beds available in the home for special care facility.
- (d) Where there is a combination of multi-unit residential and residential care facility uses on the lot, the minimum parking space requirements shall equal the combined total of the minimum requirements for each use.
- (e) Notwithstanding Section 2.6(a) of this Agreement, a maximum of 25% of all parking spaces located in an enclosed or underground garage may be one hundred and twenty-eight (128) square feet in area, measuring eight (8) feet by sixteen (16) feet, and must be clearly marked for use only by compact cars.

## **7. Pedestrian Walkways**

Pedestrian Walkways must be provided in conformance with the standards in section 2.10 of this Agreement. The walkways must directly or indirectly link each townhouse unit and/or multi-unit residential building within Block C to each other and to the public sidewalk located on Highway No.1.

## **8. Amenity Area**

- (a) An amenity area comprising a minimum of 10% of the total lot area shall be provided where five (5) or more dwelling units are located on one lot.
- (b) The amenity area shall be landscaped with a combination of grass, trees, flowers or decorative stonework, all of which are designed to meet the outdoor leisure needs and privacy of residents.
- (c) Amenity areas shall contain benches, picnic tables or other seating.

## **9. Signs**

All signs must meet the requirements of the Land Use Bylaw applicable for the Residential Medium Density (R4) Zone.

## **10. Temporary Uses**

Prior to any permanent development in Block C, the Developer may use Block C for outdoor sporting events and concerts provided the following conditions are met:

- (a) The event does not take place between 11:00 pm and 8:00 am of the following day.
- (b) A minimum of 1 parking space for every 2 people in attendance is made available within Block A, B or C.

- (c) Should an event be planned to have more than 75 people in attendance, the Developer shall notify all residents within Blocks A and B, as well as residents located within 500 feet of Block C, of the event's date and time a minimum of one (1) week prior to the event.
- (d) Outdoor concerts and commercial sporting events in excess of 75 people in attendance are limited to a total of six (6) events per calendar year. The number of community sporting events is not limited.
- (e) Prior to any outdoor concerts and commercial sporting events in excess of 75 people, the Developer shall obtain any required approvals from the Nova Scotia Department of Transportation and Public Works.
- (f) Prior to any outdoor concerts and commercial sporting events in excess of 75 people, the Developer shall obtain approvals from the Development Officer who must be satisfied that the Developer meets the conditions contained in Section 10 (a) through (e).
- (g) Any structure, such as a stage or seating, is temporary in nature and is fully dismantled within 2 days of the event's conclusion.

## 11. Block C Requirements

Unless otherwise stated, any permitted use must comply with the following requirements:

<b>Block C</b>	<b>Town Houses</b>	<b>Multi-Unit Residential Building/ Home for Special Care</b>
Minimum Lot Size	2,720 sq ft/unit	50,000 sq ft
Minimum Lot Frontage	20 ft/unit	100 ft
Minimum Front or Flankage Yard		
a) New Public Road	15 ft	35 ft
b) Highway No. 1	45 ft	45 ft
Minimum Side Yard		
a) General	15 ft	20 ft
b) Common Wall	0 ft	N/A
c) Accessory Building	4 ft	8 ft
Minimum Rear Yard		
a) Main Building	25 ft	35 ft
b) Accessory Building	4 ft	8 ft
Maximum Height of Main Building	35 ft	55 ft
Maximum Lot Coverage	35% of lot area	35 % of lot area
Maximum Number of Units Per Acre	20 units	25 units

## **Schedule "D"**

### **Procedure for transfer of Public Park to the Municipality**

Prior to acceptance by the Municipality of the Public Park and the reimbursement of 50% of the landscaping costs up to a maximum of \$5,000 in accordance with Section 6 of Schedule A of this Agreement, the Developer shall:

- (a) Provide 4 copies of the final plan of subdivision showing the Public Park and any drainage right-of ways and easements.
- (b) Provide receipts or other documentation acceptable to the Director of the Department of Community Development proving the costs incurred by the Developer in landscaping the public park as require in Section 6(b) of Schedule A or this Agreement.
- (c) Provide legal conveyance of ownership of the Public Park to the Municipality. This conveyance shall be in the form of a warranty deed and the Developer shall, provide the certification of lawyer practiced in NS that all property to be conveyed is free from all encumbrances, and that the Municipality will have good title to the property
- (d) Be responsible for all registration and other costs associated with the requirements of this section.



## **Schedule "E"**

### **Property Description**

**PID: 55434310**

#### **Parcel Description**

ALL that lot of land and premises situate at Greenwich, in the County of Kings and Province of Nova Scotia, shown and delineated as Residual 1 of Existing Lot 1 on a Plan of Subdivision (Retracement Plan) made by Shaun R. Stoddart, N.S.L.S. bearing date October 3, 2000 and filed October 12, 2000 at the Registry of Deeds for Kings County, Nova Scotia as Plan P-11701, said Residual 1 of Existing Lot 1 being more particularly bounded and described as follows:

BEGINNING at a survey marker at the curb on the northern boundary of Highway No. 1 and being the most southeasterly corner of the lot described herein;

THENCE running South 88 degrees 38 minutes 22 seconds West a distance of 249.51 feet to a survey marker found also at the curb on the northern boundary of Highway No. 1;

THENCE running in a southwesterly direction along the curb at the northern boundary of Highway No. 1 along the arc of a curve having a radius of 2,227.27 feet and an arc distance of 170.71 feet to a survey marker found;

THENCE running North 12 degrees 05 minutes 33 seconds West a distance of 158.67 feet;

THENCE running North 32 degrees 56 minutes 04 seconds East a distance of 81.96 feet to a survey marker found;

THENCE running North 48 degrees 50 minutes 44 seconds East a distance of 198.12 feet to a survey marker found;

THENCE running North 29 degrees 57 minutes 04 seconds East a distance of 146.30 feet to a survey marker found;

THENCE running North 30 degrees 56 minutes 31 seconds East a distance of 159.12 feet to a survey marker found;

THENCE running North 32 degrees 34 minutes 56 seconds East a distance of 27.33 feet to a survey marker found;

THENCE running North 33 degrees 29 minutes 14 seconds East a distance of 171.00 feet to a survey marker found;

THENCE running South 81 degrees 52 minutes 32 seconds East a distance of 235.01 feet to a survey marker placed;

THENCE running South 30 degrees 56 minutes 31 seconds West a distance of 466.58 feet to a survey marker placed;

THENCE running South 00 degrees 28 minutes 48 seconds East a distance of 337.57 feet to the place of BEGINNING.

SUBJECT TO AN EASEMENT / RIGHT-OF-WAY 50 feet in width across the north boundary of the subject property granted by the Municipality of the County of Kings to Frederick Johnson recorded March 24, 1960 at Book 196, Page 70 (Document No. 19526) and being more particularly described therein as an easement granted unto the Grantee, his heirs and assigns and his or their agents, servants and workmen, a free and uninterrupted right-of-way over the lands of the Grantor, in common with the Grantor, its successors and assigns, for persons, animals and vehicles, through , along and over all that certain piece or parcel of land described as follows:

COMMENCING at an iron pin standing in the northeast corner of lands now or formerly of the Grantor, Frederick Johnson, which are lands on which the Horton District High School is built;

THENCE in a westerly direction along the north side line of the said lands of the Grantor a distance of approximately 575.00 feet to the intersection of the west side line of a wood road presently used by the Grantee and running in a northeasterly direction from the lands of the Grantor and the north side line of the lands of the Grantor;

THENCE in a southerly direction a distance of 50 feet;

THENCE in an easterly direction and in a line parallel to the south side line of lands of the Grantor herein a distance of 575 feet to other lands of the Grantee;

THENCE in a northerly direction along other lands of the Grantee a distance of 50 feet to the place of BEGINNING.

And the Grantee for himself and his heirs and assigns, covenants with the Grantor, its successors and assigns, that the Grantee will at his own expense keep the said right-of-way in proper repair and condition.

The Subdivision is validated by Section 291 of the *Municipal Government Act*.

**PID: 55434328**

**Parcel Description**

Municipality/County: Village of Greenwich, County of Kings

Designation of Parcel on Plan: Lot A.V.C. -1

Title of Plan: Plan of Subdivision showing Lot A.V.C. -1

Registration County: Kings County

Registration Number of Plan: P-11701

Registration Date of Plan: 2000/10/12

SUBJECT TO AN EASEMENT / RIGHT-OF-WAY 50 feet in width across the north boundary of the subject property granted by the Municipality of the County of Kings to Frederick Johnson



recorded March 24, 1960 at Book 196, Page 70 (Document No. 19526) and being more particularly described therein as an easement granted unto the Grantee, his heirs and assigns and his or their agents, servants and workmen, a free and uninterrupted right-of-way over the lands of the Grantor, in common with the Grantor, its successors and assigns, for persons, animals and vehicles, through , along and over all that certain piece or parcel of land described as follows:

COMMENCING at an iron pin standing in the northeast corner of lands now or formerly of the Grantor, Frederick Johnson, which are lands on which the Horton District High School is built;

THENCE in a westerly direction along the north side line of the said lands of the Grantor a distance of approximately 575.00 feet to the intersection of the west side line of a wood road presently used by the Grantee and running in a northeasterly direction from the lands of the Grantor and the north side line of the lands of the Grantor;

THENCE in a southerly direction a distance of 50 feet;

THENCE in an easterly direction and in a line parallel to the south side line of lands of the Grantor herein a distance of 575 feet to other lands of the Grantee;

THENCE in a northerly direction along other lands of the Grantee a distance of 50 feet to the place of BEGINNING.

And the Grantee for himself and his heirs and assigns, covenants with the Grantor, its successors and assigns, that the Grantee will at his own expense keep the said right-of-way in proper repair and condition.

An approved Plan of Subdivision has been filed under the Registry Act or registered or recorded under the Act.

**PID: 55434336**

**Parcel Description**

ALL that lot of land and premises situate at Greenwich, in the County of Kings and Province of Nova Scotia, shown and delineated as Residual 2 of Existing Lot 1 on a Plan of Subdivision prepared by Shaun R. Stoddart, N.S.L.S., dated October 3, 2000 and filed October 12, 2000 at the Registry of Deeds for Kings County, Nova Scotia as Plan P-11701 (Retracement Plan) said Residual 2 of Existing Lot 1 being more particularly bounded and described as follows:

BEGINNING at a survey marker on the northern boundary of the curb at Highway No. 1 and being the most southwesterly corner of the lot described herein;

THENCE running North 00 degrees 25 minutes 01 seconds West a distance of 693.60 feet to a survey marker placed;

THENCE running South 81 degrees 52 minutes 32 seconds East a distance of 265.66 feet to a survey marker found;

THENCE running South 13 degrees 03 minutes 02 seconds East a distance of 664.41 feet to a survey marker found on the northern boundary of the curb at Highway No. 1;

THENCE running in a southwesterly direction along the northern boundary of the curb at Highway No. 1 along the arc of a curve having a radius of 952.12 feet and an arc distance of 231.07 feet to a survey marker found also on the northern boundary of the curb at Highway No. 1;

THENCE running North 85 degrees 00 minutes 32 seconds West along the northern boundary of the curb at Highway No. 1 a distance of 122.75 feet to a survey marker found;

THENCE running North 82 degrees 04 minutes 05 seconds West along the northern boundary of the curb at Highway No. 1 a distance of 57.37 feet to the place of BEGINNING.

SUBJECT TO AN EASEMENT / RIGHT-OF-WAY 50 feet in width across the north boundary of the subject property granted by the Municipality of the County of Kings to Frederick Johnson recorded March 24, 1960 at Book 196, Page 70 (Document No. 19526) and being more particularly described therein as an easement granted unto the Grantee, his heirs and assigns and his or their agents, servants and workmen, a free and uninterrupted right-of-way over the lands of the Grantor, in common with the Grantor, its successors and assigns, for persons, animals and vehicles, through , along and over all that certain piece or parcel of land described as follows:

COMMENCING at an iron pin standing in the northeast corner of lands now or formerly of the Grantor, Frederick Johnson, which are lands on which the Horton District High School is built;

THENCE in a westerly direction along the north side line of the said lands of the Grantor a distance of approximately 575.00 feet to the intersection of the west side line of a wood road presently used by the Grantee and running in a northeasterly direction from the lands of the Grantor and the north side line of the lands of the Grantor;

THENCE in a southerly direction a distance of 50 feet;

THENCE in an easterly direction and in a line parallel to the south side line of lands of the Grantor herein a distance of 575 feet to other lands of the Grantee;

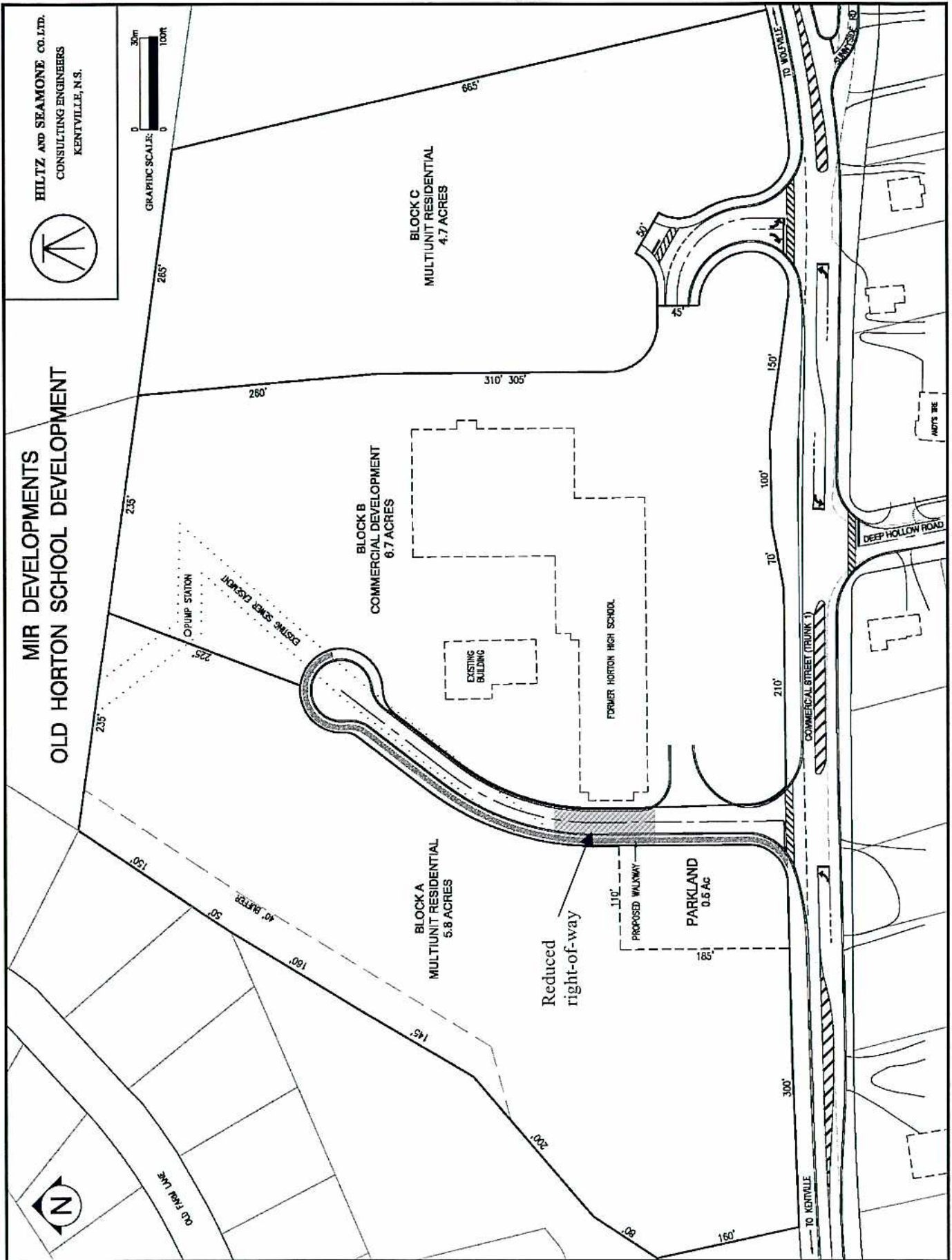
THENCE in a northerly direction along other lands of the Grantee a distance of 50 feet to the place of BEGINNING.

And the Grantee for himself and his heirs and assigns, covenants with the Grantor, its successors and assigns, that the Grantee will at his own expense keep the said right-of-way in proper repair and condition.

The Subdivision is validated by Section 291 of the *Municipal Government Act*.



## Schedule "F" Site Plan





**AFFIDAVIT OF CLERK, MUNICIPALITY OF THE COUNTY OF KINGS**

I, Ann Longley of Kentville, Kings County, Nova Scotia make oath and swear that:

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

**SWORN TO** at Kentville, in Kings County, )  
Nova Scotia, on May 4<sup>th</sup> 2007 (date), )  
before me: )

 (signature)  
Ann Longley, Clerk

Heather Jo Lightfoot (signature) )  
HEATHER J. LIGHTFOOT (name) )  
A COMMISSIONER OF THE SUPREME )  
COURT OF NOVA SCOTIA )

**I CERTIFY** that on this date Ann Longley personally came before me and swore under oath the foregoing Affidavit.

Heather J. Lightfoot (signature)  
HEATHER J. LIGHTFOOT (name)  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

HEATHER-JO LIGHTFOOT  
A Commissioner of the Supreme  
Court of Nova Scotia

**CORPORATE AFFIDAVIT OF STATUS**

I, William Young (legal name), of 22 Lyndia St. Kentville  
(civic address), make oath and swear that:

1. I am the President (officer) of M.I.R.I. Developments Inc. (corporation name) (herein the "Corporation") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Corporation is a body corporate pursuant to the Companies Act,  
(statute, e.g. Companies Act, R.S.N.S. 1989, c.81).
3. The Corporation is resident in Canada for the purposes of the *Income Tax Act* (Canada).
4. I acknowledge that the Corporation executed the attached Instrument by its proper officer duly authorized in that regard under seal on the date of this Affidavit, and this acknowledgement is made pursuant to subsection 31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c. 6, as amended, for the purpose of registering or recording the Instrument.
5. For the purposes of this Affidavit, "spouse" means an individual who:
  - (a) is married to another individual;
  - (b) is married to another individual by a marriage that is voidable and has not been annulled by a declaration of nullity;
  - (c) has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the year preceding the effective date of the attached Instrument; or
  - (d) is party to a registered domestic-partner declaration made in accordance with section 53 of the *Vital Statistics Act*, R.S.N.S. 1989, c.494, as amended, but does not include an individual who becomes a former domestic partner pursuant to subsection 55(1) of the *Act*.
6. The property described in the attached Instrument is not occupied, and has never been occupied or entitled to be occupied, as a residence by an owner of a share or an interest in a share of the Corporation or that owner's spouse.
7. The owner of a share or an interest in a share of the Corporation or that owner's spouse is not entitled, and has never been entitled, to occupy the property described in the attached Instrument as a residence.

**SWORN TO** at Kentville NS (town), )  
in King County, Nova Scotia on )  
May 14, 2007 (date), before me: )  
Heather J. Lightfoot (signature) )  
HEATHER J. LIGHTFOOT (name) )  
A COMMISSIONER OF THE SUPREME )  
COURT OF NOVA SCOTIA )

William Young (signature)  
W. Young (name)

I CERTIFY that on this date William Young (name) personally came before me and swore under oath the foregoing Affidavit.

Heather J. Lightfoot (signature)  
HEATHER J. LIGHTFOOT (name)  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

KINGS COUNTY REGISTRY OF DEEDS		6592	1291	246-300
I certify that this document was registered as shown here.		Document #	Book	Pages
RB	Kevin Deaville Registrar	10 25 2001	10:45a.m.	
		MM DD YYYY	Time	



OCT 25 2001

006592


*Apollo Venture Capital  
Fulton Dev. Corp. s. 3.16(6) v.  
F-2-4-10-1-9723 61-5  
Commercial Comprehensive  
Development District.*

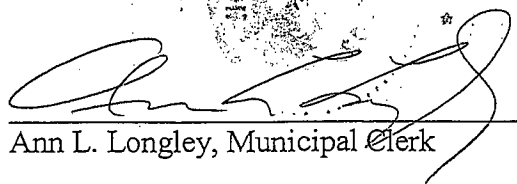
# MUNICIPALITY OF THE COUNTY OF KINGS

"BE IT RESOLVED that the Municipality of the County of Kings enter into the attached Development Agreement with Apollo Venture Capital Ltd., in order to permit the development of the Commercial Comprehensive Development District on Highway 1, New Minas and the unincorporated area of Greenwich, pursuant to Policy 2.2.6.4 of the Kings County Municipal Planning Strategy and Policy 22 of the New Minas Sector Plan.

THIS IS TO CERTIFY that the foregoing was considered and passed by a majority vote of those Councillors present when the vote was taken at the regular session held on the 2nd day of October, A.D., 2001 in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hands of the Warden and Municipal Clerk and under the corporate seal of the Municipality this 2nd day of October, 2001.

  
Fred Whalen, Warden

  
Ann L. Longley, Municipal Clerk



MUNICIPALITY OF THE COUNTY OF KINGS

**"BE IT RESOLVED** that the Municipality of the County of Kings enter into the attached Development Agreement with Apollo Venture Capital Ltd., in order to permit the development of the Commercial Comprehensive Development District on Highway 1, New Minas and the unincorporated area of Greenwich, pursuant to **Policy 2.2.6.4** of the Kings County Municipal Planning Strategy and **Policy 22** of the New Minas Sector Plan.

**THIS IS TO CERTIFY** that the foregoing was considered and passed by a majority vote of those Councillors present when the vote was taken at the regular session held on the 2nd day of October, A.D., 2001 in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hands of the Warden and Municipal Clerk and under the corporate seal of the Municipality this 2nd day of October, 2001.

Fred Whalen, Warden

Ann L. Longley, Municipal Clerk

THIS AGREEMENT made this 25<sup>th</sup> day of October, 2001.

BETWEEN:

**APOLLO VENTURE CAPITAL LIMITED.** A body corporate with head office at Halifax, County of Halifax, Province of Nova Scotia (Hereinafter called "AVCL"),

– and –

**THE MUNICIPALITY OF THE COUNTY OF KINGS**, a body corporate pursuant to the Municipal Government Act, R.S.N.S., 1967, Chapter 192, having its chief place of business at Kentville, in the County of Kings, Province of Nova Scotia (hereinafter called the "MUNICIPALITY").

**WHEREAS** the Developer is the owner of all of the lands and premises (hereinafter collectively called the "Property") which lands are more particularly described in Schedule "A" attached hereto;

**AND WHEREAS** the Municipality of the County of Kings has requested that the Developer enter into a Development Agreement pursuant to the provisions of **Section 2.2.6** of Bylaw 56 (Kings County Municipal Planning Strategy) and **Section 2.4** of Bylaw 42 (the New Minas Sector Plan) pursuant to **Section 5.5** of Bylaw 75 (Kings County Land Use Bylaw) and **Section 3.37** of Bylaw 57 (New Minas Land Use Bylaw) so that the Developer may develop and use the Property for commercial, light industrial, community facility, accessory residential, and institutional development.

**THEREFORE**, in consideration of the covenants, promises and agreements herein, the parties hereto agree as follows:

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule "A" - Development Agreement Plan (hereinafter called "the Plan")

Schedule "B" - Permitted Uses, Lot Standards and General Provisions for Lot A.V.C.-1

Schedule "C" - Permitted Uses, Lot Standards and General Provisions for Residual 2 of Original Lot 1

### **1.2 Municipal Planning Strategy and Land Use Bylaw**

(a) Municipal Planning Strategy means Bylaw 56 the Municipal Planning Strategy pertaining to Kings County, approved on August 6, 1992, as amended and Bylaw 42 the Municipal Planning Strategy pertaining to the New Minas Sector Plan, approved on August 17, 1982, as amended.

(b) Land Use Bylaw means Bylaw 75 of the Municipality, being the Land Use Bylaw pertaining to Kings County approved on August 6, 1992, as amended and Bylaw 57 the Land Use Bylaw pertaining to the Village of New Minas, approved on June 17, 1979, as amended.



- (c) Subdivision Bylaw means Bylaw 60 of the Municipality being the Subdivision Bylaw pertaining to Kings County approved on September 5, 1995, as amended.

### **1.3 Definitions**

Words not defined in Bylaw 75 and 57 but used herein are:

- (a) Development Officer, means the Development Officer appointed by the Council of the Municipality.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Subdivision**

- (a) The Developer shall develop and use the lands in conformance with the site-plans attached as Schedule 'A' to this Agreement.
- (b) The developer agrees that the Lands shall be subdivided (where applicable), developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- (c) The Development Officer may approve final plans of subdivision for all or portions of Lot A.V.C.-1, Residual 1 of Original Lot 1 or Residual 2 of Original Lot 1, as shown on the Plan hereinafter sometimes collectively referred to as "the site" provided all lots have public highway frontage as required by the Land Use Bylaw or this Agreement.
- (d) A Developer shall submit subdivision plans, which are acceptable to the Development Officer and any other information, which the Development Officer deems necessary to determine whether subdivision of the Property conforms to the terms of this Agreement.
- (e) The decision of the Development Officer exercised within the terms of this agreement as to whether subdivision of the Property conforms to the terms of this Agreement shall be conclusive.

### **2.2 Permitted Uses, Locations and Lot Development Standards**

- (a) Permitted uses shall include commercial, light industrial, community facility and accessory residential categories and specific uses as listed in Schedule "B" - Permitted Uses Lot Standards and General Provisions for Lot A.V.C.-1 and institutional uses as listed in Schedule "C" - Permitted Uses Lot Standards and General Provisions for Residual 2 of Original Lot 1.
- (b) Permitted uses shall be located by category in Schedule "B" and "C" and in conformity with the Plan - Schedule "A".
- (c) Permitted uses shall be subject to the Lot Standards and General Provisions prescribed in Schedule "B" and "C" of this agreement.
- (d) That the developer agrees to conform to the Land Use Bylaw and Subdivision Bylaw for any aspect of the Development, which is not otherwise addressed in this Agreement.



## **2.3 Phasing of Development**

The site may be developed in a comprehensive manner or in phases. If development is to be phased, each phase must comply with this Agreement.

## **2.4 Sewer Connections and Water Supply**

- (a) The site shall be serviced by the Municipal sewer system as approved by the Municipality in accordance with a Joint Certificate of Approval issued by the Departments of Health and Fitness and Environment and Labour of Nova Scotia.
- (b) The provision of water and sewer services to initial phases of site development shall be sized to accommodate all subsequent phases of development in keeping with sound engineering practices.
- (c) All costs for the provision of water and sewer, including costs for remedial action, shall be the responsibility of the Developer and their assigns, in accordance with respective policies of the Municipality.

## **2.5 Site Erosion and Environmental Control**

- (a) No cutting of trees or altering of grades or removal of sand, gravel or topsoil shall be permitted except with respect to bullrings, roadways, parking lots, walkways, necessary sewer, water, and other utility easements and as may be further required under the terms of the development agreement.
- (b) During any construction, all trees to be preserved are to be protected by a snow fence located at the leaf or "drip line" of the trees or groups of trees to be preserved.
- (c) During any construction, all exposed soil shall be stabilized immediately so as to effectively control erosion of the soil.
- (d) Adequate measures shall be taken to contain within the site all silt and sediment created during construction.

# **PART 3 SERVICING, DEVELOPMENT AND BUILDING PERMITS**

## **3.1 Application for Sewer Connection Permit**

- (a) If necessary, the Developer and all subsequent property owners shall apply for and receive a sewer connection permit from the Department of Engineering and Public Works, Municipality of the County of Kings and/or the Village of New Minas, where applicable.
- (b) Prior to obtaining a Development Permit, any Developer shall ensure that there is a proper connection to the Developer's property of this system, to the Municipal and/or Village of New Minas sewer system for the provision of sewer services to the property, and the Developer shall be responsible for all costs associated with the connection of this system to the Property and for normal sewer rates.

### **3.2 Application for Water Connection Permit**

- (a) If necessary, the Developer and all subsequent property owners shall apply for and receive a water connection permit from the Department of Engineering and Public Works, Municipality of the County of Kings and/or the Village of New Minas, where applicable.
- (b) Prior to obtaining a Development Permit, any Developer shall ensure that there is a proper connection to the Developer's property of this system, to the Municipal and/or Village of New Minas water system for the provision of water services to the property, and the Developer shall be responsible for all costs associated with the connection of this system to the Property and for normal water rates.

### **3.3 Application for Development and Building Permits**

- (a) Development of a lot or any portion of the site shall require an application for a Development and Building Permit.
- (b) An applicant for Development and Building Permits shall submit building plans and specifications to the Development Officer which are acceptable to the Building Inspector of the Municipality and any other information which the Development Officer deems necessary to determine whether development of the lot or portion of the site conforms with the requirements of this Agreement.

### **3.4 Issuance of Lot Development and Building Permits**

- (a) The Development Officer shall issue Development if the proposed development meets the terms of this agreement.
- (b) The decision of the Development Officer exercised within the terms of this Agreement as to whether a development meets the terms of this Agreement shall be conclusive.

### **3.5 Commencement of Lot Development**

An applicant for Development and Building Permits shall not commence construction or renovation until the Municipality has issued Development and Building Permits.

### **3.6 Lot Construction Site Plans**

Detailed site plans for lot development proposals shall be provided showing:

- (a) all building locations;
- (b) paved access, traffic circulation and parking;
- (c) final site grading and storm drainage;
- (d) landscaped areas;
- (e) public and /or private recreational areas where required;
- (f) environmental buffer areas and siltation barriers where required;
- (g) landscaped buffers where required; and the
- (h) type, height and extent of fencing where required.

## **PART 4 CHANGES AND AMENDMENTS**

### **4.1 Change in Use**

The Developer or any successors in title shall not vary or change the use of the property, except as provided for in this Agreement, unless a new or amended Development Agreement is entered into with the Municipality.

### **4.2 Insubstantial Amendments to this Agreement**

Any amendment to this Agreement considered insubstantial must be approved by all parties in writing but shall not require a Public Hearing. Such matters are limited to the following:

- (a) Changes to the site plan that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department of Transportation and Public Works and the Nova Scotia Department of the Environment and Labour.
- (b) The addition of hours of operation to the terms of the agreement if so directed by resolution of Council, in response to complaints from residents (within 500 feet of a property covered by this agreement) of a demonstrated nuisance including but not limited to noise, traffic, emissions and fumes.
- (c) The use of Residual 1 of Original Lot 1 to meet the requirements for parking for lot A.V.C.-1. Said use will require lot consolidation with lot A.V.C.-1.

### **4.3 Substantial Amendments to this Agreement**

Changes to this Agreement considered to be substantial shall be any amendment other than those specified in Clause 4.2. and without limiting the generality of the foregoing shall include:

- (a) Any amendment to the location or designation of uses that are not in reasonable conformity with the Plan, Permitted Uses, and Lot Standards herein.
- (b) Any amendment that would permit development of a shopping centre.
- (c) Any amendment that would permit the use of the existing buildings solely as a residential use.
- (d) Any amendment, which would permit the development of Residual 1 of Original Lot 1 for a use other than that listed under Clause 4.2.c.
- (e) Any amendment, which would permit the development of Remainder lot 2 of Original Lot 1 for a use other than that permitted under Schedule "C"

## **PART 5 COMPLIANCE**

### **5.1 Compliance with Other Bylaws or Regulations**

Nothing in this agreement shall exempt the Developer or any successor in title from complying with other Bylaws or Regulations in force within the Municipality, including the Building Bylaw, or from obtaining any license, permission, permit authority or approval required hereunder, including any permission required under the Provincial Fire Code, or those of any other authority having jurisdiction.

### **5.2 Observance of the Law**

Subject to the provisions of this Agreement, any Developer shall observe all of the ordinances, bylaws and regulations of the Municipality and the Province of Nova Scotia applicable to that Developer.

### **5.3 Breach of Terms or Conditions**

Upon the breach by any Developer of the terms or conditions of this Agreement, the Municipality may:

- Apply for an injunction or injunction type relief; or
- Prosecute under the Municipal Government Act, Land Use Bylaw or Building Bylaw; or;
- Sue for specific performance of any terms or conditions; or
- Sue for breach of contract; or
- Discharge this Agreement; or
- Undertake any remedies permitted by the Municipal Government Act; or
- Any combination of the above; or
- Do nothing without prejudice to its continuing rights to do any of the above.

### **5.4 Execution of Agreement**

The Developer shall sign this agreement within the later of six (6) months after final approval of this Agreement or 30 days after the expiry of all appeal periods pertaining to this agreement.

### **5.5 Registration of Agreement**

The Development Agreement shall be recorded by the Municipality in the Registry of Deeds at Kentville in the Province of Nova Scotia.

### **5.6 Severability of Provisions**

It is agreed that the provisions of this Agreement are severable from one another and that the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.

### **5.7 Interpretations**

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

## **5.8 Ownership and Control**

- (a) This Agreement shall be binding upon the parties thereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the land which is the subject of this Agreement until this Agreement is discharged by Council.
- (b) Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer or conveyance of any lot or portion of the Lands, this agreement shall continue to apply and bind the Developer, the Lands and each lot and, subject to section 5.8.c, the Developer shall continue to be bound by all terms and conditions of this Agreement until discharged by Council
- (c) Upon transfer of title of any lot, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot.
- (d) AVCL warrants and covenants that it is the legal and registered owner of the lands shown in Schedule "A" and is able to give effect to the Developer's covenants and undertaking in this Agreement.

## **5.9 Costs**

AVCL is responsible for all costs associated with this Agreement.

## **5.10 Discharge of Agreement**

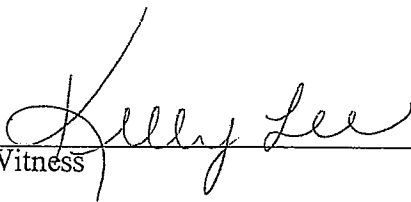
- (a) This Agreement shall be binding upon the Developer, its successors and assignees, the owner or owners of the lands shown in Schedule "A", until discharged; and
- (b) This Agreement shall be in effect until amended as herein provided or until discharged by resolution of the Council of the Municipality pursuant to Section 227 of the Municipal Government Act, whereupon the Land Use By-law shall apply to the lands shown in Schedule "A".


**THIS AGREEMENT** shall endure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

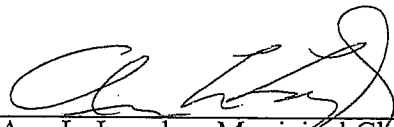
**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto on the day and year first above written.

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:

**THE MUNICIPALITY OF THE  
COUNTY OF KINGS**

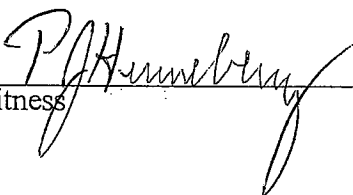
  
Witness

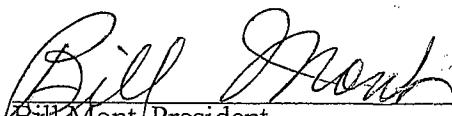
  
Fred Whalen, Warden

  
Ann L. Longley, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

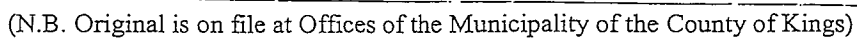
**APOLLO VENTURE CAPITAL  
LIMITED**

  
Witness

  
Bill Mont, President



"The certificate, although endorsed in final approval, applies only to those in the 1940s and 1950s. It is not a blanket endorsement by the FBI of the activities of the individuals named in the certificate. It is a statement of fact as to the activities of those individuals at the time they were active, and as such, it is not a statement of opinion or a statement of approval by the Department of Transportation."



## Schedule "B"

### Permitted Uses, Lot Standards and General Provisions for Lot A.V.C.-1

#### PART 1 PERMITTED USES

##### (a) Commercial, Accessory Residential, Community Facility Uses

Agricultural Equipment Parts, Sales and Service  
Art Galleries  
Auction House (As defined herein)  
Automobile Parts, Sales and Service  
Bakery Shops  
Business Offices  
Bus Depot  
Commercial Schools  
Community Facilities  
Convenience Stores  
Day Care Facilities  
Delicatessens  
Dental Laboratories  
Dressmaking and Tailoring  
Education Facilities  
Farm Markets  
Fixed Roof Overnight Accommodation  
Food Stores  
Forestry Equipment Parts, Sales and Service  
Funeral Homes  
Garden Centres  
Group Care Facilities  
Indoor Recreation Uses  
Medical Clinics  
Nurseries, Greenhouses and Garden Centres  
Office Supplies  
Outdoor Commercial Display  
Parking Lots  
Parking Structures  
Personal Service Shops  
Photography Studios  
Post Offices  
Printing Establishments  
Private Clubs  
Professional Offices  
Public and Private Utility Services  
Rehabilitation Centres  
Residential Units in Commercial Buildings  
Restaurants  
Retail Building Supplies  
Retail Stores  
Service Shops  
Specialty Services  
Taxi and Bus Stations  
Telecommunications and Broadcasting Facilities  
Theatres  
Tourist Centres  
Veterinary Clinics  
Weekend Markets (As defined herein)

**(b) Light Industrial Uses**

Arenas  
Mini Warehouses  
Retail Warehouse Outlet  
Service Industries (as defined herein)  
Wholesale Distributors and Suppliers

**(c) Pedestrian/Bicycle Trails**

**PART 2 LOT STANDARDS**

**2.1. Reduced Setback**

Where parking is excluded from the front yard, the standard setback requirement may be reduced to 25 feet provided the entire front yard, excluding access, is landscaped with topsoil and seeded.

**2.2 Paving**

All accesses, parking, loading and traffic circulation areas shall be paved.

**2.3 Parking and Traffic Circulation**

- (a) Each parking space shall be clearly demarcated and maintained as such.
- (b) Parking lots and traffic circulation areas shall be setback a minimum of 10 feet from the front property line and any flankage property line.
- (c) Parking lots and traffic circulation areas shall be located a minimum of 10 feet from any lot line abutting any residential lot, residential zone or park.

**2.4 Loading**

Loading spaces are not permitted in front yards and must be screened from view from the internal access road if located in side yards or flankage yards.

**2.5 Outdoor Storage**

- 2.5.1 Outdoor storage shall not be located in any front or flankage yard or yard abutting a residential, park or open space use or zone.
- 2.5.2 The area devoted to outdoor storage may not exceed fifty per cent of the total lot area.

**2.6 Outdoor Commercial Display**

- 2.6.1 Outdoor commercial display shall be located a minimum of 15 feet from a front lot line.
- 2.6.2 Outdoor commercial display is not permitted in a yard abutting any residential zone or use.

## **2.7 Landscaping**

All front side and rear yards not used for building, access or parking outdoor storage, outdoor commercial display, loading and traffic circulation are to be top soiled and seeded/sodded or otherwise landscaped.

- (a) Except for lot access, a minimum of 10 foot wide strip consisting of grass and trees shall be required within the lot boundary along all street frontage. Trees shall be a minimum height of 10 feet with an average spacing not to exceed 40 feet. The average spacing allows for grouping trees so as to enhance appearance and to avoid impeding sight lines.
- (b) A minimum twenty-five (25) foot strip of landscaping including grass or similar ground cover and a buffer of trees shall be provided within the lot boundary where any commercial development abuts residential properties. Trees shall be a minimum height of fifteen (15) feet with an average maximum spacing not to exceed twenty (20) feet. A planted hedge may be substituted for or combined with the trees, provided that the hedge is a minimum height of four (4) feet when planted and is capable of growing to and will be maintained at a minimum height of ten (10) feet.

## **2.8 Fencing and Buffers**

All parking areas adjacent to a residential zone or park are to be buffered with a six (6) foot high fence whose vertical plane is of continuous and uniform solid construction type throughout.

## **2.9 Loading Bays and Spaces**

- (a) Any building, structure or use of land which entails the regular shipping, loading or unloading of persons, animals, goods or materials shall provide and maintain on the same premise as such building, structure or use one off street loading space for standing, loading and unloading for every 30,000 square feet of commercial floor area or commercial lot area; and in the case of no structure or building to a maximum of 6 loading spaces.
- (b) The provision of a loading space for any building with less than 1,500 square feet shall be optional, notwithstanding (a) above.
- (c) No loading spaces shall be located within any required front yard.
- (d) Where a loading bay or multiple bays and associated uses are situated within an abutting yard or are visually exposed to an abutting yard, a 30 foot wide grassed buffer yard shall be provided with a 6 foot high fence whose vertical plane is of continuous and uniform solid construction to create a visual barrier, and two rows of trees positioned at least 10 feet apart, staggered, and according to the same spacing intervals, heights and tree varieties as described in 2.7 (b) above.

## **2.10 Tree Standards**

All required trees shall be capable of growing to and being maintained at a minimum height of twenty-five feet, and shall be maintained in a healthy and safe condition.

## **2.11 Garbage Containers, Compactors and Recycling Bins**

A 6 foot high fence whose vertical plane is of continuous and uniform solid construction to create a visual barrier to public streets and adjacent properties shall enclose garbage containers, recycling bins and garbage compactors.

## **PART 3 GENERAL PROVISIONS**

### **3.1 Definitions**

3.1.1 **Service Industry** means any use whose primary function is to provide services such as maintenance or limited processing, and which may include as a minor or accessory function, the provision of supplies, merchandise or wares directly related to the services provided, and without limiting the generality of the foregoing, may include a laundry or cleaning establishment, air conditioning sales and service, computer and electronics services, professional trades, machining, plumbing, woodworking, cabinetry and similar uses but excluding septic disposal services, recycling depots, truck depots and autobody repair shops.

3.1.2 **Auction House** means a building or structure or lands used for the storage of goods and materials, which may include motorized vehicles on an incidental basis only, which are to be sold on the premises by public auction, and for the sale of the said goods and materials by public auction. Yard sales and flea markets are not a permitted use under this definition.

3.1.3 **Weekend Market** means a building or part of a building or open area where stalls or tables are rented or otherwise provided which are intended for use by various individuals to sell new, used, handmade or second hand goods, produce or baked goods, articles and antiques/collectables to the general public on a regular basis during the weekend hours (Saturday and/or Sunday) and may include the selling of goods at retail by businesses or persons who are generally engaged in retail trade. Not to include private garage sales.

### **3.2 Frontage on Street**

No Development Permit shall be issued unless the lot intended for development abuts a public street, unless otherwise specifically provided for in this Agreement.

### **3.3 Height Restrictions**

The maximum height of buildings and structures as provided for in particular Sections of this Agreement, unless otherwise indicated, shall not apply to water tanks, elevator enclosures, silos, flagpoles, television or radio antennae/satellite dishes, ventilators, skylights, chimneys, or clock towers.

### **3.4 Vehicle Bodies**

No automobile, truck, bus, coach or street car body shall be used for habitation by humans or animals within the applicable area of this Agreement.

### **3.5 Permitted Uses**

3.5.1 If a use is not listed as a permitted use in this Agreement, or if it is not an accessory use to a permitted use, it is hereby deemed to be a prohibited use.

3.5.2 A permitted use, as defined in Part 1 of Schedule "B", shall include any similar use that satisfies such definitions except where any definition is specifically limited to exclude any use.

### **3.6 Accessory Uses**

Where this Agreement provides that the subject lands may be used, or that a building or structure may be erected or used, for a purpose, the purpose is deemed to include any use accessory or ancillary thereto, subject to the requirements of this agreement.

### **3.7 Accessory Buildings**

Accessory buildings shall be permitted but shall not:

- 3.7.1 Be used for human habitation; or
- 3.7.2 Be built closer to the front lot line or flankage lot than the minimum distance required by this Agreement for the main building on the lot; or
- 3.7.3 Be located within 10 feet of any building on the lot; or
- 3.7.4 Exceed 20 feet in height except for industrial or commercial uses; or
- 3.7.5 Be permitted on a separate lot from a main building; or
- 3.7.6 Unless otherwise directed in this Agreement.

### **3.8 Multiple Uses**

Where any land or building is used for more than one purpose, all provisions of this Agreement relating to each use shall be satisfied and if more than one standard applies, the more stringent standard shall prevail.

### **3.9 Temporary Construction Uses**

The use of land for the temporary location of a building or structure, or for other purposes incidental to a main construction project is permitted to continue up to sixty days following completion of the main construction project.

### **3.10 Fences**

Except where otherwise regulated in this Agreement, fences shall be limited in height to a maximum of six feet.

### **3.11 Transit Shelters**

- 3.11.1 Transit Shelters shall be permitted in this Agreement, subject to obtaining a development permit.
- 3.11.2 The Development Officer shall only issue a development permit for a Transit Shelter upon being satisfied of the following:
  - (a) The Applicant has in writing, consent of Kings Transit Authority, on whose regularly scheduled route the Transit Shelter is to be located.
  - (b) The Applicant has in writing a lease, license, permission, or consent from the owner of the land upon which the Transit Shelter is to be located.



- (c) The Traffic Authority of the Municipality in the case of Municipal Roads or a representative of the Minister of Transportation and Public Works of the Province of Nova Scotia in the case of Provincial Roads, Streets, or Highways, has certified that the proposed location of the Transit Shelter does not constitute a hazard to public safety.
- (d) That any associated Transit Shelter Signs are in compliance with Section 4.6 of this Agreement.

### **3.12 Satellite Dishes and Radio, Television and Telecommunications Antennae**

Equipment such as dishes and antennae, which are external to the building(s), associated with and ancillary to a TV, cable, satellite, radio or other form of permitted telecommunications or otherwise licensed public or private broadcasting business or facility shall not be permitted in a yard abutting a residential zone.

## **PART 4 LOTS, YARDS AND OTHER STANDARDS**

### **4.1 Yards on Corner Lots**

The minimum front yard requirement for a building on a corner lot shall equal or exceed the minimum front yard requirements of the adjacent lots and the minimum flankage yard requirement shall equal or exceed the minimum front yard requirements of the lots on the flankage side.

### **4.2 Yard Exceptions**

Where, in this Agreement, a front, side or rear yard is required and part of the area of the lot is normally covered by water or marsh, or part of the lot is beyond the edge of a riverbank or watercourse, or between the top and bottom of a cliff or embankment (meaning the area where the angle of slope drops more than one vertical foot for every 2 feet in horizontal distance), then the required yard shall be measured from the nearest wall of the main building on the lot to the edge of the said area covered by water, or marsh, or to the edge of said riverbank or watercourse, or to the top of the said cliff or embankment; and confirmed as necessary pursuant to subsection 2.4.4 of the Kings County Land Use Bylaw.

### **4.3 Permitted Encroachments**

Unless otherwise indicated, every part of any yard required by this Agreement shall be open and unobstructed by any structure, subject to the following:

- 4.3.1 There may be constructed in any yard the usual projections of sills, cornices, eaves, gutters, chimney breasts, pilasters, canopies, or other architectural features provided that no such structure or feature shall project more than two (2) feet into a required yard.
- 4.3.2 Window bays may be permitted to project not more than three (3) feet from the main wall into a required front, rear or flankage yard.
- 4.3.3 Where the required yard is greater than two (2) feet six (6) inches, a minimum setback of two (2) feet six (6) inches shall be maintained between uncovered patios and any side lot line.

- 4.3.4 These provisions shall not restrict the locating of ornamental plantings of landscaping in any yard unless otherwise indicated in this Agreement.

#### **4.4 Corner Lot Sight Lines**

Notwithstanding landscaping requirements and provisions for Corner Directional Signs, on a corner lot no fence, sign, hedge, shrub, bush or tree or any other structure or vegetation shall be constructed, or permitted to grow to a height greater than two feet above the grade of the abutting streets within the triangular area measured along the abutting street line of each street a distance of twenty feet from their point of intersection known as the corner lot sight lines.

#### **4.5 Parking**

- 4.5.1 Parking space requirements shall be in conformity with the parking provisions of each respective use category as provided in Land Use Bylaw 75, specific provisions of this Agreement notwithstanding.
- 4.5.2 Parking shall be located upon the same lot as the use for which the parking is necessary unless otherwise required under Clause 4.2 (c) of the Development Agreement.
- 4.5.3 Where there is a combination of uses on a lot, the minimum parking space requirements shall equal the combined total of the minimum requirements for each use.
- 4.5.4 Individual parking spaces shall have minimum dimensions of 9 feet by 18 feet.

#### **4.6 Signs**

##### **4.6.1 General**

- 4.6.1.1 Where this part is inconsistent with the regulations respecting advertising signs on or near public highways made or administered by the Department of Transportation and Public Works of the Province of Nova Scotia, the more restrictive regulations shall apply.
- 4.6.1.2 No person shall erect a sign without first obtaining a Development Permit, unless otherwise permitted in this Bylaw.
- 4.6.1.3 Signs must be located on the same lot as the product, service or structure to which the sign relates, unless otherwise permitted in this Agreement.

##### **4.6.2 Safety and Maintenance**

- 4.6.2.1 Every sign and all parts thereof, including framework, supports, background, anchors and wiring systems shall be installed, constructed and maintained in compliance with the Building Bylaw of the Municipality of the County of Kings.
- 4.6.2.2 The owner or occupant of the property upon which a sign is located shall maintain the sign in a state of good repair.

#### **4.6.3 Limit on Number of Signs**

Signs identified in Subsections 4.6.6, 4.6.7.1 and 4.6.8 shall not be counted when calculating the number of signs permitted for each lot.

#### **4.6.4 Obsolete Signs**

The owner or occupant of a lot upon which there is an obsolete sign shall remove the obsolete sign and all supporting structure within sixty (60) days from the date of the discontinuance of the activity, business, organization, enterprise, industry or service so advertised.

#### **4.6.5 Prohibited Signs**

The following signs are not permitted:

- 4.6.5.1 signs which constitute a hazard to public safety or health;
- 4.6.5.2 signs which obstruct the use of a fire escape door, window, or other required exit;
- 4.6.5.3 signs which by reason of size, location, content, colouring, or manner of illumination obstruct, interrupt or otherwise interfere with the vision of drivers of vehicles; or obstruct, confuse or interfere with the effectiveness of any traffic sign or traffic control device on public streets;
- 4.6.5.4 signs which make use of such words as "STOP", "LOOK", "ONE WAY", "DANGER", "YIELD", or any other similar words or phrases, for advertising purposes and in a manner so as to interfere with or confuse drivers of vehicles along a public street;
- 4.6.5.5 signs which make use of symbols in the shape or colour of the Department of Transportation and Public Works traffic control symbols for advertising purposes or in a manner so as to interfere with or confuse drivers of vehicles along a public street;
- 4.6.5.6 signs, which incorporate in any manner any flashing, or moving illumination which varies in intensity or colour other than automatic changeable copy signs;
- 4.6.5.7 illuminated signs which have apparent visible movement achieved by electrical pulsation;
- 4.6.5.8 signs which have moving parts, whether achieved by mechanical apparatus, electrical pulsation or normal wind current;
- 4.6.5.9 roof signs other than in commercial and light industrial zones;
- 4.6.5.10 portable signs;
- 4.6.5.11 obsolete signs;
- 4.6.5.12 signs painted on or attached to a fence;

- 4.6.5.13 signs painted on, attached to, or supported by a tree, stone, cliff or other natural object.

#### **4.6.6 Signs Permitted - No Permits Required**

The following signs are permitted in all zones and a Development Permit is not required for their construction:

- 4.6.6.1 address signs;
- 4.6.6.2 commemorative signs;
- 4.6.6.3 directional signs;
- 4.6.6.4 entrance signs;
- 4.6.6.5 warning signs;
- 4.6.6.6 point of purchase signs;
- 4.6.6.7 public utility signs;
- 4.6.6.8 vehicle signs (active);
- 4.6.6.9 transit shelter signs;

#### **4.6.7 Temporary Signs**

##### **4.6.7.1 No Permits Required**

The following signs are permitted for all uses and a Development Permit is not required for their construction:

- (a) community announcement signs during the period of the campaign or drive or thirty days before the event and not more than two additional days thereafter;
- (b) construction signs during the period of construction;
- (c) election signs during the period of the campaign and seven additional days thereafter;
- (d) farm produce signs during the period that the advertised use is in operation;
- (e) legal notice signs;
- (f) real estate signs;
- (g) generic real estate directional sign.

#### **4.6.7.2 Permits Required**

Temporary portable signs are permitted for Commercial and Light Industrial Uses and a Development Permit is required.

#### **4.6.8 Signs Permitted for all Uses - Permits Required**

The following signs are permitted:

4.6.8.1 community identification signs erected by a municipal government, village commission, business improvement district committee, service club, fraternal or charitable organization;

4.6.8.2 community service signs.

#### **4.6.9 Projecting Signs**

No projecting sign shall:

4.6.9.1 have a sign face dimension which exceeds six feet;

4.6.9.2 project more than six feet from the wall upon which it is attached;

4.6.9.3 be erected below a height of ten feet or above a height of fifteen feet;

4.6.9.4 project above the eaves, parapet or roof line of a building;

4.6.9.5 be permitted to swing more than fifteen degrees in either direction from the vertical point of rest.

#### **4.6.10 Distance From Lot Line**

No sign shall:

4.6.10.1 extend or project beyond a property line or corner lot sight line;

4.6.10.2 be located with the base or upright member less than five feet from any lot line.

#### 4.7 Signs

All signs shall comply with the following requirements:

<b>Maximum Number of Signs</b> Per Lot	1 roof sign; 1 ground or group; 1 projecting; and any number of facial signs
<b>Facial Sign</b> Maximum Sign Area	15% facial coverage
Maximum Facial Coverage	15% of each wall
<b>Roof Sign</b> Maximum Coverage	15% of wall and roof pitch area
<b>Projecting</b> Maximum Sign Area	40 sq ft
<b>Corner Directional</b> Maximum Sign Area	8 sq ft per business and 80 sq ft maximum for total sign area
Maximum Height	10 ft
<b>Ground</b> Maximum Sign Height	35 ft
Maximum Sign Area	
a) sign height is 10' or less	40 sq ft*
b) sign height is between 10' and 20'	100 sq ft (minimum 75% of sign area must be above 10 ft)*
c) sign height is from 20' to 35'	150 sq ft (minimum 75% of sign area must be above 20 ft)*

\* A manual changeable copy sign which has a maximum sign area of forty (40) square feet may be attached to the ground sign and shall not be included in calculating the sign area of the ground sign.

#### 4.8 WATERCOURSE PROTECTION

Notwithstanding any specific requirements of this Agreement, all permitted structures shall be set back at least 65 feet from the top of a bank of a watercourses as defined in the Municipal Government Act.



## **PART 5      GENERAL PROVISIONS FOR ALL BUSINESSES**

### **5.1      Permitted Commercial Buildings**

Commercial buildings, group commercial buildings and grouped commercial facilities are permitted.

### **5.2      Hazardous Materials and Petroleum Storage**

No facilities for storage of petroleum products or hazardous materials regulated under the Nova Scotia Environment Act and Regulations shall be permitted within 500 feet of a watercourse or public or private water supply well as defined in the Environment Act.

### **5.3      Access**

- 5.3.1      A maximum of 2 access points to any commercial lot from any public road shall be permitted.
- 5.3.2      A minimum 25 foot separation distance consisting of a curb, barrier, or ditch designed to prevent vehicular access shall be maintained between access points.
- 5.3.3      Access points shall have a maximum width of 36 feet.
- 5.3.4      Access points shall be located a minimum of 50 feet from the nearest intersection of street lines.

### **5.4      Special Requirements: Accessory Residential Uses**

Residential units are permitted as an accessory residential use in commercial buildings provided:

- 5.4.1      The floor area of the residential units does not exceed the commercial floor area.
- 5.4.2      The residential units are contained in the main building constituting the commercial use, except for a detached dwelling in existence on the lot prior to the development of the commercial use.
- 5.4.3      For each residential unit, 1.5 parking spaces shall be provided.
- 5.4.4      The residential units are located above, behind or below the permitted commercial use.

## 5.5 Minimum Commercial, Light Industrial and Community Facility Lot Standards

Lot Component	Standard
Minimum Lot Area	6000 sq ft
Minimum Lot Frontage	60 ft
Minimum Front Yard or Flankage Yard	45 ft
Minimum Side Yard	
a) General	10 ft
b) Abutting a residential, or community facility use or Zone	20 ft
Minimum Rear Yard	
a) General	25 ft
b) Abutting a residential, park or open space use or zone	40 ft
Maximum Height of Main Building	
Maximum Lot Coverage	55 ft
Minimum Clear Distance Between Main Buildings	50% of lot area
	20 ft

## **Schedule "C"**

### **Permitted Uses, Lot Standards and General Provisions for Remainder 2 of Original Lot 1**

#### **PART 1 PERMITTED INSTITUTIONAL USES**

Animal Shelter  
Cemeteries  
Churches and denominational institutions  
Community centres  
Educational institutions  
Existing Uses  
Fire stations  
Government Facilities  
Group care facilities  
Libraries, museums, and art galleries  
Public parks  
Public Schools

#### **PART 2 LOT STANDARDS**

##### **2.1. Reduced Setback**

Where parking is excluded from the front yard, the standard setback requirement may be reduced to 25 feet provided the entire front yard, excluding access, is landscaped with topsoil and seeded.

##### **2.2 Paving**

All accesses, parking, loading and traffic circulation areas shall be paved.

##### **2.3 Parking and Traffic Circulation**

- (a) Each parking space shall be clearly demarcated and maintained as such.
- (b) Parking lots and traffic circulation areas shall be setback a minimum of 10 feet from the front property line and any flankage property line.
- (c) Parking lots and traffic circulation areas shall be located a minimum of 10 feet from any lot line abutting any residential lot, residential zone or park.

##### **2.4 Public Parks and Cemeteries**

- (a) The minimum distance of a building used exclusively for a public park or cemetery use from any lot line shall be thirty (30) feet.
- (b) The general provision requiring that a lot abut and front on a public road shall be waived for public park and cemetery uses.

##### **2.5 Loading**

Loading spaces are not permitted in front yards and must be screened from view from the internal access road if located in side yards or flankage yards.

## **2.6 Outdoor Storage**

- 2.6.1 Outdoor storage shall not be located in any front or flankage yard or yard abutting a residential, park or open space use or zone.
- 2.6.2 The area devoted to outdoor storage may not exceed fifty per cent of the total lot area.

## **2.7 Landscaping**

All front side and rear yards not used for building, access or parking outdoor storage, outdoor commercial display, loading and traffic circulation are to be top soiled and seeded/sodded or otherwise landscaped.

- (a) Except for lot access, a minimum of 10-foot wide strip consisting of grass and trees shall be required within the lot boundary along all street frontage. Trees shall be a minimum height of 10 feet with an average spacing not to exceed 40 feet. The average spacing allows for grouping trees so as to enhance appearance and to avoid impeding site lines.
- (b) A minimum twenty-five (25) foot strip of landscaping including grass or similar ground cover and a buffer of trees shall be provided within the lot boundary where any institutional development abuts residential properties. Trees shall be a minimum height of fifteen (15) feet with an average maximum spacing not to exceed twenty (20) feet. A planted hedge may be substituted for or combined with the trees, provided that the hedge is a minimum height of four (4) feet when planted and is capable of growing to and will be maintained at a minimum height of ten (10) feet.

## **2.8 Fencing and Buffers**

All parking areas adjacent to a residential zone or park are to be buffered with a six (6) foot high fence whose vertical plane is of continuous and uniform solid construction type throughout.

## **2.9 Loading Bays and Spaces**

- (a) Any building, structure or use of land which entails the regular shipping, loading or unloading of persons, animals, goods or materials shall provide and maintain on the same premise as such building, structure or use one off street loading space for standing, loading and unloading for every 30,000 square feet of 1 floor area or lot area to a maximum of 6 loading spaces.
- (b) The provision of a loading space for any building with less than 1,500 square feet shall be optional, notwithstanding (a) above.
- (c) No loading spaces shall be located within any required front yard.
- (d) Where a loading bay or multiple bays and associated uses are situated within an abutting yard or are visually exposed to an abutting yard, a 30 foot wide grassed buffer yard shall be provided with a 6 foot high fence whose vertical plane is of continuous and uniform solid construction to create a visual barrier, and two rows

of trees positioned at least 10 feet apart, staggered, and according to the same spacing intervals, heights and tree varieties as described in 2.7 (b) above.

#### **2.10 Tree Standards**

All required trees shall be capable of growing to and being maintained at a minimum height of twenty-five feet, and shall be maintained in a healthy and safe condition.

#### **2.11 Garbage Containers, Compactors and Recycling Bins**

A 6 foot high fence whose vertical plane is of continuous and uniform solid construction to create a visual barrier to public streets and adjacent properties shall enclose garbage containers, recycling bins and garbage compactors.

### **PART 3 GENERAL PROVISIONS**

#### **3.1 Frontage on Street**

No Development Permit shall be issued unless the lot intended for development abuts a public street, unless otherwise specifically provided for in this Agreement.

#### **3.2 Height Restrictions**

The maximum height of buildings and structures as provided for in particular Sections of this Agreement, unless otherwise indicated, shall not apply to water tanks, elevator enclosures, silos, flagpoles, television or radio antennae/satellite dishes, ventilators, skylights, chimneys, or clock towers.

#### **3.3 Vehicle Bodies**

No automobile, truck, bus, coach or street car body shall be used for habitation by humans or animals within the applicable area of this Agreement.

#### **3.4 Permitted Uses**

3.4.1 If a use is not listed as a permitted use in this Agreement, or if it is not an accessory use to a permitted use, it is hereby deemed to be a prohibited use.

3.4.2 A permitted use, as defined in Part 1 of Schedule "C", shall include any similar use that satisfies such definitions except where any definition is specifically limited to exclude any use.

#### **3.5 Accessory Uses**

Where this Agreement provides that the subject lands may be used, or that a building or structure may be erected or used, for a purpose, the purpose is deemed to include any use accessory or ancillary thereto, subject to the requirements of this agreement.

### **3.6 Accessory Buildings**

Accessory buildings shall be permitted but shall not:

- 3.6.1 Be used for human habitation; or
- 3.6.2 Be built closer to the front lot line or flankage lot than the minimum distance required by this Agreement for the main building on the lot; or
- 3.6.3 Be located within 10 feet of any building on the lot; or
- 3.6.4 Exceed 20 feet in height except for industrial or commercial uses; or
- 3.6.5 Be permitted on a separate lot from a main building; or
- 3.6.6 Unless otherwise indicated in this Agreement.

### **3.7 Multiple Uses**

Where any land or building is used for more than one purpose, all provisions of this Agreement relating to each use shall be satisfied and if more than one standard applies, the more stringent standard shall prevail.

### **3.8 Temporary Construction Uses**

The use of land for the temporary location of a building or structure, or for other purposes incidental to a main construction project is permitted to continue up to sixty days following completion of the main construction project.

### **3.9 Fences**

Except where otherwise regulated in this Agreement, fences shall be limited in height to a maximum of six feet.

### **3.10 Transit Shelters**

- 3.10.1 Transit Shelters shall be permitted in this Agreement, subject to obtaining a development permit.
- 3.10.2 The Development Officer shall only issue a development permit for a Transit Shelter upon being satisfied of the following:
  - (a) The Applicant has in writing, consent of Kings Transit Authority, on whose regularly scheduled route the Transit Shelter is to be located.
  - (b) The Applicant has in writing a lease, license, permission, or consent from the owner of the land upon which the Transit Shelter is to be located.
  - (c) The Traffic Authority of the Municipality in the case of Municipal Roads or a representative of the Minister of Transportation and Public Works of the Province of Nova Scotia in the case of Provincial Roads, Streets, or Highways, has certified that the proposed location of the Transit Shelter does not constitute a hazard to public safety.
  - (d) That any associated Transit Shelter Signs are in compliance with Section 4.6, of this Agreement.



### **3.11 Satellite Dishes and Radio, Television and Telecommunications Antennae**

Equipment such as dishes and antennae, which are external to the building(s), associated with and ancillary to a TV, cable, satellite, radio or other form of permitted telecommunications or otherwise licensed public or private broadcasting business or facility shall not be permitted in a yard abutting a residential zone.

## **PART 4 LOTS, YARDS AND OTHER STANDARDS**

### **4.1 Yards on Corner Lots**

The minimum front yard requirement for a building on a corner lot shall equal or exceed the minimum front yard requirements of the adjacent lots and the minimum flankage yard requirement shall equal or exceed the minimum front yard requirements of the lots on the flankage side.

### **4.2 Yard Exceptions**

Where, in this Agreement, a front, side or rear yard is required and part of the area of the lot is normally covered by water or marsh, or part of the lot is beyond the edge of a riverbank or watercourse, or between the top and bottom of a cliff or embankment (meaning the area where the angle of slope drops more than one vertical foot for every 2 feet in horizontal distance), then the required yard shall be measured from the nearest wall of the main building on the lot to the edge of the said area covered by water, or marsh, or to the edge of said riverbank or watercourse, or to the top of the said cliff or embankment; and confirmed as necessary pursuant to subsection 2.4.4 of the Kings County Land Use Bylaw.

### **4.3 Permitted Encroachments**

Unless otherwise indicated, every part of any yard required by this Agreement shall be open and unobstructed by any structure, subject to the following:

- 4.3.1 There may be constructed in any yard the usual projections of sills, cornices, eaves, gutters, chimney breasts, pilasters, canopies, or other architectural features provided that no such structure or feature shall project more than two (2) feet into a required yard.
- 4.3.2 Window bays may be permitted to project not more than three (3) feet from the main wall into a required front, rear or flankage yard.
- 4.3.3 Where the required yard is greater than two (2) feet six (6) inches, a minimum setback of two (2) feet six (6) inches shall be maintained between uncovered patios and any side lot line.
- 4.3.4 These provisions shall not restrict the locating of ornamental plantings of landscaping in any yard unless otherwise indicated in this Agreement.

### **4.4 Corner Lot Sight Lines**

Notwithstanding landscaping requirements and provisions for Corner Directional Signs, on a corner lot no fence, sign, hedge, shrub, bush or tree or any other structure or vegetation shall be constructed, or permitted to grow to a height greater than two feet above the grade of the abutting streets within the triangular area measured along the abutting street line of each street a distance of twenty feet from their point of intersection known as the corner lot sight lines.

## **4.5 Parking**

- 4.5.1 Parking space requirements shall be in conformity with the parking provisions of each respective use category as provided in Land Use Bylaw 75, specific provisions of this Agreement notwithstanding.
- 4.5.2 Parking shall be located upon the same lot as the use for which the parking is required.
- 4.5.3 Where there is a combination of uses on a lot, the minimum parking space requirements shall equal the combined total of the minimum requirements for each use.
- 4.5.4 Individual parking spaces shall have minimum dimensions of 9 feet by 18 feet.

## **4.6 Signs**

### **4.6.1 General**

- 4.6.1.1 Where this part is inconsistent with the regulations respecting advertising signs on or near public highways made or administered by the Department of Transportation and Public Works of the Province of Nova Scotia, the more restrictive regulations shall apply.
- 4.6.1.2 No person shall erect a sign without first obtaining a Development Permit, unless otherwise permitted in this Bylaw.
- 4.6.1.3 Signs must be located on the same lot as the product, service or structure to which the sign relates, unless otherwise permitted in this Agreement.

### **4.6.2 Safety and Maintenance**

- 4.6.2.1 Every sign and all parts thereof, including framework, supports, background, anchors and wiring systems shall be installed, constructed and maintained in compliance with the Building Bylaw of the Municipality of the County of Kings.
- 4.6.2.2 The owner or occupant of the property upon which a sign is located shall maintain the sign in a state of good repair.

### **4.6.3 Limit on Number of Signs**

Signs identified in Subsections 4.6.6, 4.6.7.1 and 4.6.8 shall not be counted when calculating the number of signs permitted for each lot.

### **4.6.4 Obsolete Signs**

The owner or occupant of a lot upon which there is an obsolete sign shall remove the obsolete sign and all supporting structure within sixty (60) days from the date of the discontinuance of the activity, business, organization, enterprise, industry or service so advertised.

#### 4.6.5 Prohibited Signs

The following signs are not permitted:

- 4.6.5.1 signs which constitute a hazard to public safety or health;
- 4.6.5.2 signs which obstruct the use of a fire escape door, window, or other required exit;
- 4.6.5.3 signs which by reason of size, location, content, colouring, or manner of illumination obstruct, interrupt or otherwise interfere with the vision of drivers of vehicles; or obstruct, confuse or interfere with the effectiveness of any traffic sign or traffic control device on public streets;
- 4.6.5.4 signs which make use of such words as "STOP", "LOOK", "ONE WAY", "DANGER", "YIELD", or any other similar words or phrases, for advertising purposes and in a manner so as to interfere with or confuse drivers of vehicles along a public street;
- 4.6.5.5 signs which make use of symbols in the shape or colour of the Department of Transportation and Public Works traffic control symbols for advertising purposes or in a manner so as to interfere with or confuse drivers of vehicles along a public street;
- 4.6.5.6 signs, which incorporate in any manner any flashing, or moving illumination which varies in intensity or colour other than automatic changeable copy signs;
- 4.6.5.7 illuminated signs which have apparent visible movement achieved by electrical pulsation;
- 4.6.5.8 signs which have moving parts, whether achieved by mechanical apparatus, electrical pulsation or normal wind current;
- 4.6.5.9 roof signs other than in commercial and light industrial zones;
- 4.6.5.10 portable signs;
- 4.6.5.11 obsolete signs;
- 4.6.5.12 signs painted on or attached to a fence;
- 4.6.5.13 signs painted on, attached to, or supported by a tree, stone, cliff or other natural object.

#### 4.6.6 Signs Permitted - No Permits Required

The following signs are permitted in all zones and a Development Permit is not required for their construction:

- 4.6.6.1 address signs;
- 4.6.6.2 commemorative signs;

- 4.6.6.3 directional signs;
- 4.6.6.4 entrance signs;
- 4.6.6.5 warning signs;
- 4.6.6.6 point of purchase signs;
- 4.6.6.7 public utility signs;
- 4.6.6.8 vehicle signs (active);
- 4.6.6.9 transit shelter signs;

#### 4.6.7 **Temporary Signs**

##### 4.6.7.1 **No Permits Required**

The following signs are permitted for all uses and a Development Permit is not required for their construction:

- (a) community announcement signs during the period of the campaign or drive or thirty days before the event and not more than two additional days thereafter;
- (b) construction signs during the period of construction;
- (c) election signs during the period of the campaign and seven additional days thereafter;
- (d) farm produce signs during the period that the advertised use is in operation;
- (e) legal notice signs;
- (f) real estate signs;
- (g) generic real estate directional sign.

#### 4.6.8 **Signs Permitted for all Uses - Permits Required**

The following signs are permitted:

- 4.6.8.1 community identification signs erected by a municipal government, village commission, business improvement district committee, service club, fraternal or charitable organization;
- 4.6.8.2 community service signs.

#### 4.6.9 Projecting Signs

No projecting sign shall:

- 4.6.9.1 have a sign face dimension which exceeds six feet;
- 4.6.9.2 project more than six feet from the wall upon which it is attached;
- 4.6.9.3 be erected below a height of ten feet or above a height of fifteen feet;
- 4.6.9.4 project above the eaves, parapet or roof line of a building;
- 4.6.9.5 be permitted to swing more than fifteen degrees in either direction from the vertical point of rest.

#### 4.6.10 Distance From Lot Line

No sign shall:

- 4.6.10.1 extend or project beyond a property line or corner lot sight line;
- 4.6.10.2 be located with the base or upright member less than five feet from any lot line.

### 4.7 Signs

All signs shall comply with the following requirements:

<b>Maximum Number of Signs</b> Per Lot	1 roof sign; 1 ground or group; 1 projecting; and any number of facial signs
<b>Facial Sign</b> Maximum Sign Area	15% facial coverage
Maximum Facial Coverage	15% of each wall
<b>Roof Sign</b> Maximum Coverage	15% of wall and roof pitch area
<b>Projecting</b> Maximum Sign Area	40 sq ft
<b>Corner Directional</b> Maximum Sign Area	8 sq ft per business and 80 sq ft maximum for total sign area
Maximum Height	
<b>Ground</b> Maximum Sign Height	35 ft and 55 ft within 1,000 ft of Highway 101 right-of-way
Maximum Sign Area	
a) sign height is 10' or less	40 sq ft*
b) sign height is	100 sq ft (minimum 75% of sign area must be above 10 ft)*

between 10' and 20'	
c) sign height is from 20' to 35'	150 sq ft (minimum 75% of sign area must be above 20 ft)*

- \* A manual changeable copy sign which has a maximum sign area of forty (40) square feet may be attached to the ground sign and shall not be included in calculating the sign area of the ground sign.

#### **4.8 WATERCOURSE PROTECTION**

Notwithstanding any specific requirements of this Agreement, all permitted structures shall be set back at least 65 feet from the top of a bank of a watercourses as defined in the Municipal Government Act

### **5.0 GENERAL PROVISIONS**

#### **5.1 Access**

- 5.1.1 A maximum of 2 access points to any institutional lot from any public road shall be permitted.
- 5.1.2 A minimum 25 foot separation distance consisting of a curb, barrier, or ditch designed to prevent vehicular access shall be maintained between access points.
- 5.1.3 Access points shall have a maximum width of 36 feet.
- 5.3.4 Access points shall be located a minimum of 50 feet from the nearest intersection of street lines.

#### **5.2 Hazardous Materials and Petroleum Storage**

No facilities for storage of petroleum products or hazardous materials regulated under the Nova Scotian Environment Act and Regulations, shall be permitted within 500 feet of a watercourse or public or private water supply well as defined in the Environment Act.



### 5.3 Minimum Institutional Lot Standards

	Educational Institutions, Schools	Other Permitted Institutional Uses	Group Care Facilities
Minimum Lot Area	i. elementary schools: 5 acres + 1 acre per one hundred pupils ii. junior & high schools: 10 acres + 1 acre per 100 pupils	10,000 sq ft	10,000 sq ft for up to the first 4 apt. units, or treatment or nursing rooms, + 1,000 sq ft for each additional unit; or 20,000 sq ft if serviced by septic disposal system
Minimum Lot Frontage	150 ft	100 ft	100 ft
Minimum Front Yard or Flankage Yard		Fire Stations: 50 ft	
a) local roads in growth centres	35 ft	35 ft	35 ft
b) collector, arterial or rural roads	45 ft	45 ft	45 ft
Minimum Rear Yard (see Special Requirements)	50 ft	50 ft	50 ft
Minimum Side Yard	50 ft	20 ft	20 ft
Maximum Height of Main Building	55 ft	35 ft	35 ft
Maximum Height of Accessory Building	20 ft	20 ft	20 ft
Minimum Distance Between Main and Accessory Buildings	10 ft	10 ft	10 ft
Maximum Lot Coverage	50% of lot area	50% of lot area	50% of lot area

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS

ON THIS 25<sup>th</sup> day of October, 2001,  
before me, the subscriber personally came and appeared, P J Hennessey a  
subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and  
said that Bill Munt one of the parties thereto, signed, sealed and delivered the  
same in her presence.

Cynthia L. Barker

CYNTHIA L. BARKER  
A Commissioner of the Supreme  
Court of Nova Scotia

CANADA  
PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS

ON THIS 2nd day of October, 2001,  
before me, the subscriber personally came and appeared, Kelly Lee a  
subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and  
said that the Municipality of the County of Kings one of the parties hereto, caused the same to be  
executed in its name and on its behalf and its corporate seal to be thereunder affixed, under the  
hands of its proper officers, thereunto duly authorized in her presence.

Cynthia L. Barker

CYNTHIA L. BARKER  
A Commissioner of the Supreme  
Court of Nova Scotia