



Planning Advisory Committee
Tuesday, July 15, 2025
Council Chambers
181 Coldbrook Village Park Drive

A G E N D A

1. Meeting to Order
2. Roll Call
3. Amendments to Agenda
4. Approval of the Agenda
5. Disclosure of Conflict-of-Interest Issues
6. Approval of Minutes
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9. Business:
 - a. Application to enter into a development agreement on Greenfield Road (PID 55224067), Gaspereau (File 24-11, Peri Bowman) 11
10. Other Business
11. Comments from the Public
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Accommodations are available for this meeting: please submit your request at
www.countyofkings.ca/accommodationsrequest

PLANNING ADVISORY COMMITTEE

June 10, 2025

Draft Minutes

Meeting, Date and Time	A meeting of the Planning Advisory Committee (PAC) was held on Tuesday, June 10, 2025, in Council Chambers at 181 Coldbrook Village Park Drive.
Attending	In Attendance:
PAC Members	Councillor Emily Lutz – Chair Deputy Mayor Riley Peckford – Vice Chair Councillor Doug Gates Councillor Everett MacPherson Erik Deal – Citizen Member Kate Friars – Citizen Member Logan Morse – Citizen Member
Municipal Staff	Alice Jacob – Planner Peri Bowman – Planner Trish Javorek – Director, Planning and Inspections Laura Mosher – Manager, Planning Mandy Burgess – Manager, Development Brad Carrigan – Director, Engineering & Public Works, Lands & Parks Laurie-Ann Clarke – Recording Secretary
Guests	Paul Dec, Planner, Upland Planning + Design Studio (until 1:51 pm) Evan Teasdale, Senior Structural/Civil Engineer, DesignPoint Engineering & Surveying Ltd. (until 1:51 pm)
Public	1
Regrets	0
1. Meeting to Order	Councillor Lutz, Chair, called the meeting to order at 1:43 pm, immediately following a Public Participation Meeting hosted by PAC related to the draft Subdivision By-law and Municipal Specifications Manual.
2. Roll Call	Roll call was taken.
3. Amendments to the Agenda	None.
4. Approval of the Agenda	On motion of Councillor Gates and Deputy Mayor Peckford, that the agenda for the June 10, 2025, meeting of Planning Advisory Committee be approved as circulated. The question was called on the motion. Motion carried.

5. **Disclosure of Conflict-of-Interest** None.
6. **Approval of Minutes**
- a. **May 22, 2025** **On motion of Ms. Friars and Mr. Morse, that the minutes of the Planning Advisory Committee meeting held on May 22, 2025, be approved as circulated.**
- The question was called on the motion. **Motion carried.**
7. **Business Arising from the Minutes** None
8. **Business**
- a. **Draft By-Law 113 - Subdivision By-law and Municipal Service Systems Specification Manual**
- The Chair spoke briefly of the [Public Participation Meeting](#) held immediately prior to the PAC meeting in which Paul Dec, Planner from Upland Planning + Design Studio, made a presentation on the proposed draft of By-law #113 – Subdivision By-law and the Municipal Service Systems Specifications Manual. Following the presentation, both he and Evan Teasdale, Senior Structural/Civil Engineer, DesignPoint Engineering & Surveying Ltd., answered questions on the draft documents.
- The Chair asked if there were any further questions of clarification from PAC. There were none.
- On the motion of Councillor Gates and Ms. Friars, that the Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing regarding the adoption of the 2025 draft of By-law 113 – Subdivision By-law and the 2025 draft of the Municipal Service Systems Specification Manual which are substantively the same (save for minor differences in form) as the draft set out in the report dated June 10, 2025.**
- Debate: None
- The question was called on the motion. **Motion carried.**
- On the motion of Councillor MacPherson and Mr. Morse, that the Planning Advisory Committee recommends that Municipal Council repeal By-law #60 Subdivision By-law -1995 and Municipal Specifications-1997, effective upon the adoption of By-law 113 and the 2025 Municipal Service systems Specification Manual.**
- Debate: None

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

b. Application for a Land Use By-law Text Amendment (File 25-09, Laura Mosher)

Laura Mosher, Manager of Planning, made a presentation on a proposed amendment to the Land Use By-law. The Municipality was awarded funds under the Housing Accelerator Fund (HAF) and one of the requirements of receiving the funding was an amendment to the Land Use By-law that would permit four units as-of-right per residential lot within the Growth Centres.

Questions of Clarification:

Councillor MacPherson asked for clarification on what Staff said about the HAF funding being dependent on changes to the Land Use By-law. Staff clarified that that Canada Mortgage and Housing Corporation was clear that if the amendments were not pursued, the funding would not be dispersed.

The Chair asked if staff had considered an alternative name for “secondary suite” as it implies that there is a total of two units. Staff advised that the current amendment being discussed was part of a larger project and the naming issue may be resolved when that project is complete.

A citizen member asked if there were sizing restrictions or restrictions on number of bedrooms in a secondary suite. Staff advised that there are no such restrictions under the Land Use By-law.

A citizen member asked about restrictive covenants and staff clarified that those covenants are not enforced at a Municipal level; they are put in place and enforced by the developer or residents of a subdivision.

On the motion of Councillor Gates and Councillor MacPherson, that the Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing for the amendments to the text of the Land Use By-law to enable two secondary suites within a one unit dwelling in the Residential One Unit (R1) Zone and associated amendments as described in Appendix A of the report dated June 10, 2025.

Debate: None

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

c. Application to enter into a development agreement to legalise a sheet metal shop at 808 Main Street (PID 55122170), Kingston (File 25-03, Alice Jacob)

Alice Jacob, Planner, presented an application submitted by Warren Armstrong of H.E. Armstrong Mechanical Limited to enter into a development agreement for the property located at 808 Main Street (PID 55122170), Kingston. The development agreement seeks to legalise the property being used as a sheet metal shop and permit the expansion of the use and the structure.

Questions of Clarification:

Councillor MacPherson asked if the Village of Kingston was opposed to the

development agreement and expansion. Staff clarified that once the questions were answered about containers and setbacks from the road, the Village was accepting of the proposed application.

Councillor MacPherson inquired whether there was a policy allowing a property to become compliant with the Land Use By-law if it had been used in a certain way without issues for a specific period. Staff clarified that if a structure or land use is considered 'illegal,' it cannot become legal over time except through the appropriate building and development permit processes."

There was a discussion about the draft development agreement including a prohibition on using truck trailers and shipping containers for storage on the property. Staff explained that in most development agreements, the uses permitted in the underlying zone are typically maintained. However, in this case, given that the existing building and proposed expansion occupy a significant portion of the property, it was determined that allowing additional accessory structures would not be appropriate.

On the motion of Councillor Gates and Councillor MacPherson, that the Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a Development Agreement to legalise and permit the expansion of a Professional Trade on the property located at 808 Main Street (PID 55122170), Kingston which is substantively the same (save for minor differences in form) as the draft set out in Appendix E of the report dated June 10, 2025.

Debate: None

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

9. Other Business

None

10. Comments from the Public

None

11. Date of Next Meeting

The next meeting of the Planning Advisory Committee will be held on Tuesday, July 15, 2025.

12. Adjournment

There being no further business, on motion of Deputy Mayor Peckford and Councillor Gates, that the meeting adjourn.

Approved:
Planning Advisory Committee

Month/Day/Year

TO	Planning Advisory Committee
PREPARED BY	Laura Mosher
MEETING DATE	July 15, 2025
SUBJECT	Semi-Annual Planning Activity

ORIGIN

- Policy 5.3 PLAN-009-003

RECOMMENDATIONS

That Planning Advisory Committee recommends that Municipal Council receive the results of the semi-annual review as set out in the report to Planning Advisory Committee dated June 10, 2025.

INTENT

Provide an update to Planning Advisory Committee in accordance the requirements of policy PLAN-09-003.

DISCUSSION

Since the approval of the Municipal Planning Strategy (MPS) and the Land Use By-law (LUB) on March 5, 2020, Planning and Development Staff have been using the documents to process development permits, site plan approval and variance applications, and planning applications including development agreements and Land Use By-law (LUB) amendments. In October 2024, Municipal Council adopted amendments to Policy PLAN-09-003 which require Planning Staff to provide semi-annual updates related to the following:

- Received and Completed Planning Applications
- Status and results of appeals to the Nova Scotia Regulatory and Appeals Board
- Summary of development activity
- Update on ongoing planning projects

Planning Application Summary

Planning Applications Received

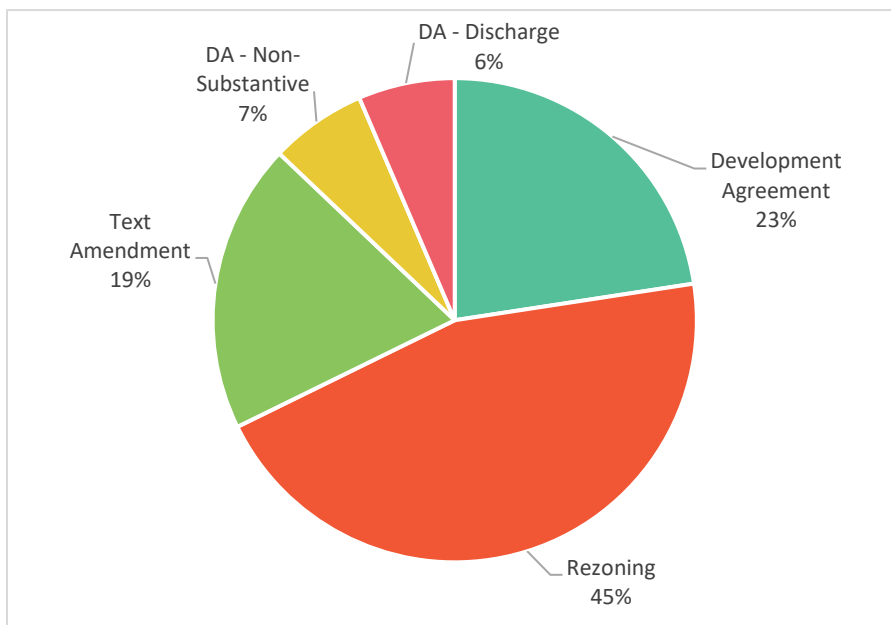
Since the last reporting to Planning Advisory Committee on July 9, 2024, Municipal Planning Staff have received a total of 31 planning applications consisting of applications to enter into, amend or discharge a development agreement as well as amendments to the maps and/or text of the Land Use Bylaw. During this time period, Staff did not receive any heritage applications. A breakdown of the applications received is provided in Table 1.

Most of the applications received were for map amendments to the Land Use By-law. Of these, three were to tenable commercial uses, one was to enable an industrial use and all others (10) were for residential uses.

Table 1: Application by Type

Application Type	Total Received
Land Use By-law Map Amendment	14
Development Agreement	7
Land Use By-law Text Amendment	6
Development Agreement – Amendment	2
Development Agreement – Discharge	2

Figure 1: Application by Type

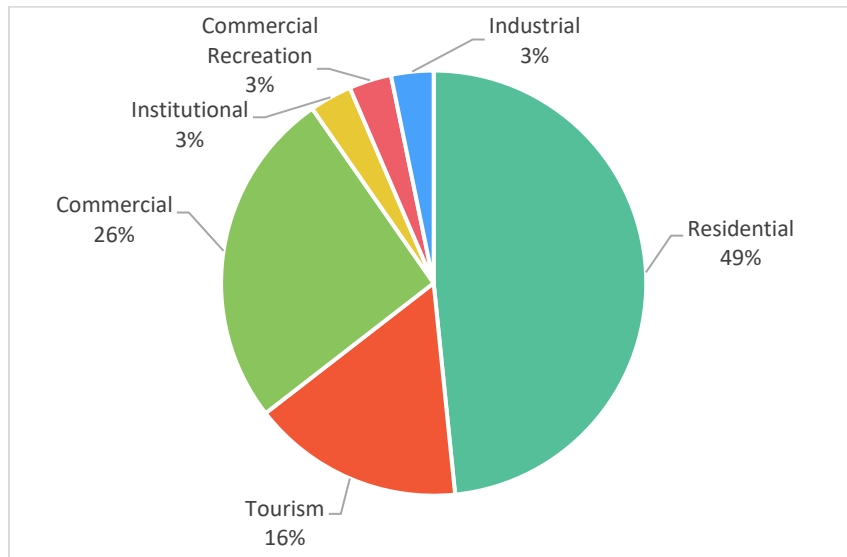


A total of seven applications were received for development agreement, most of which (5) were for tourism-related uses. The other two applications to enter into a development agreement to expand non-conforming uses, one of which was for a residential expansion and the other for a commercial expansion.

Table 2 – Application Breakdown by Use

Use Enabled	Total Received
Residential	15
Commercial	8
Tourism	5
Institutional	1
Industrial	1
Commercial Recreation	1

Figure 2 – Application Breakdown by Use



There was a total of six applications to amend the text of the Land Use By-law. Of these, two were residential in nature, two were commercial, one was institutional and one was tourism related. One of the two amendments related to residential uses was withdrawn. Finally, there were two applications to discharge development agreements, one of which was due to a new development agreement being entered into and the other was no longer necessary due to more flexible zoning regulations.

Planning Applications Completed

Over the period since last reporting (July 2024), a total of eleven applications were completed. Table 3 below, indicates the type of application and the use that was enabled through the application. Most applications were related to residential uses with commercial and tourism uses making up the difference.

Table 3: Planning Applications Completed

File	Application Type	Use Enabled
24-05	LUB Text Amendment	Residential
24-05	DA Discharge	
20-17	Development Agreement	Residential
24-09	Rezoning	Residential
24-14	LUB Text Amendment	Tourism
24-06	Rezoning	Residential
24-10	Rezoning	Residential
24-16	Rezoning	Residential
24-19	Rezoning	Commercial
24-12	Rezoning	Residential
24-20	DA Amendment	Residential

It may appear that the total number of applications completed is low compared to those that were received. On average, Planning Staff process 20-25 applications a year however, both 2023 and 2024 were at the lower end of the range in terms of the number of applications received. A total of 18 applications were received in 2023 and a total of 21 applications were received in 2024. To date, the number of applications received in 2025 is on pace to be an above average year with a total of 18 applications were received by the end of June 2025.

Status of Appeals to the Nova Scotia Regulatory and Appeals Board

The number of appeals filed with the Nova Scotia Regulatory and Appeals Board ('Board') has decreased since Staff's last reporting. In July 2024, Staff reported that there had been 9 appeals of Council's decisions since the adoption of the Municipality's planning documents. At that time, the results of three appeals were pending: Julie Skaling's application for a campground in Scots Bay, and two residential applications in Port Williams.

Table 5 – Appeals since March 2020

File #	Applicant and address	Proposal	Appeal Result
21-25	Julie Skaling – 5734 Highway 358, Scots Bay	Development agreement to permit the development of a campground	Allowed – January 17, 2025
22-02	SAG Developments Inc. – vacant land on Collins Road, Port Williams	Comprehensive neighbourhood development agreement to permit a residential development	Dismissed – September 27, 2024
22-07	Michael Napier – vacant land on Belcher Road, Port Williams	Comprehensive neighbourhood development agreement to permit a residential development	Dismissed – July 9, 2024 Court of Appeal: Dismissed - February 6, 2025
24-09	Bentley Built Homes – Brooklyn Street Rezoning, North Kentville	Multi-unit residential development	Pending
24-14	Tracey Gerhardt – Text amendment	Permitting Bed and Breakfasts in more location	Dismissed – May 15, 2025

Planning Staff continue to be successful in having Council's decisions upheld by the Board. Both the appeals related to residential developments in Port Williams (Files 22-02 and 22-07) were dismissed by the Board. File 22-07 was subsequently appealed to the NS Court of Appeal as one of the appellants was of the opinion that the Board erred in their decision. The Court of Appeal reviewed the Board's decision and heard from legal counsel for the appellant and the Municipality and subsequently dismissed the appeal. The Board agreed with the appellants of Council's decision related to File 21-25, an application to enter into a development agreement to permit the development of a campground in Scots Bay.

Two additional appeals were received in February 2025 related to Council's decisions on Files 24-09 and 24-14. File 24-14, related to a text amendment to the Land Use by-law to enable the development of Bed and Breakfasts in a

greater number of locations across the Municipality was dismissed because the appellant did not meet the definition of aggrieved under section 191 *Municipal Government Act*. A hearing related to File 24-09, an application for rezoning from Bentley Built Homes, was held from May 12th to May 14th, 2025. A decision in this file is still pending.

Development Summary and Housing Accelerator Fund

With regard to development activity, residential permits represent the majority of development permits issued, consistent with previous years. There has been a slight slowdown in the issuance of permits compared to the previous four years. This may be due to volatility and uncertainty in the market due to the threat of tariffs on building materials such as lumber and steel. The current rate of the issuance of permits is consistent with that of 2020.

	2020	2021	2022	2023	2024	2025
Residential	311	371	380	373	341	311
Non-Residential	67	119	101	89	103	81
Total	378	490	481	462	444	392

In 2024, MOK was awarded nearly \$6 million from the federal government's Housing Accelerator Fund (HAF), as managed by the Canadian Mortgage and Housing Corporation (CMHC). As part of the award, the MOK is required to meet targets related to residential permits issued and targets related to the built form of the housing constructed through this program. Over the course of the three year program, MOK is required to issue at least 796 residential permits. A total of 361 permits are required to be related to the development of Missing Middle Housing units. These units are defined as those residential units contained within a dwelling having two or more residential units in a built-form that does not exceed four storeys.

Unit Type	Required	Year 1	Year 2 (to date)	Total Completed	% Completed
Total Units	796	271	111	382	48%
Missing Middle	361	174	70	244	68%

Planning Projects

Planning Staff currently have one planning project underway. This project is exploring the application of urban zoning in a portion of Greenwich as directed by Council on May 21, 2024. The project kicked off with a first round of engagement in May 2025 and a second round in June of 2025 which was just completed. Over the summer, Planning Staff will review feedback from the public and prepare amendment documents for presentation to the public in the fall. A final round of engagement is planned for September.

The final planning document requiring an update is the Subdivision By-law (By-law 60), which was originally adopted back in 1997. PAC gave a positive recommendation to Council in June 2025 with Council due to give First Reading to the replacement By-law at their September 2025 meeting. This approval process will also see the companion document for the Municipal Engineer; the Municipal Specifications Manual be updated.



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

Application to enter into a development agreement to permit a Tourist Commercial Use at PID 55224067 Greenfield Road, Gaspereau

(File #24-11)

July 15th, 2025

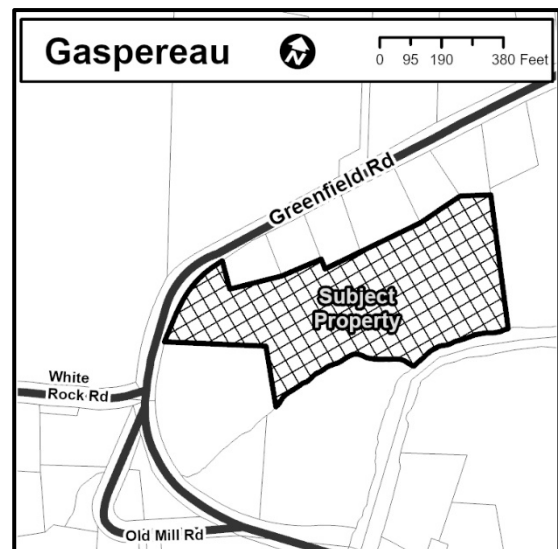
Prepared by: Planning Services

Applicant	Vincent den Hartog
Land Owner	Duguay Gaspereau Inc.
Proposal	To enter into a development agreement to permit a Tourist Commercial Use with 8 glamping domes
Location	PID 55224067 Greenfield Road, Gaspereau
Lot Area	7 acres
Designation	Agricultural Designation
Zone	Rural Mixed Use (A2) Zone
Surrounding Uses	Residential and agricultural uses
Neighbour Notification	19 letters were sent to neighbouring property owners within 500 feet of the boundaries of the subject site

1. PROPOSAL

Vincent den Hartog, on behalf of Duguay Gaspereau Inc, has submitted an application to enter into a development agreement to permit a Tourist Commercial Use at PID 55224067 Greenfield Road, Gaspereau. The Tourist Commercial Use is proposed to consist of 8 glamping domes.

Two of the domes are proposed to have a diameter of seven metres and have two bedrooms. They are proposed to be the barrier free units and are located on the flatter areas at the crest of the hill. The remaining six domes are proposed to be six metres in diameter and have one room. The domes are proposed to be less than



500 square feet in area. The operation of the Tourist Commercial Use is proposed to run year round.

A laundry and utility building is proposed to be located to the south of the driveway access to the commercial fishing operation. The site plan can be viewed in appendix B.

2. OPTIONS

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

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

3. STAFF RECOMMENDATION

Staff recommend 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 Tourist Commercial Use at PID 55224067 Greenfield Road, Gaspereau which is substantively the same as the draft set out in Appendix E of the report dated May 22nd, 2025.

4. BACKGROUND

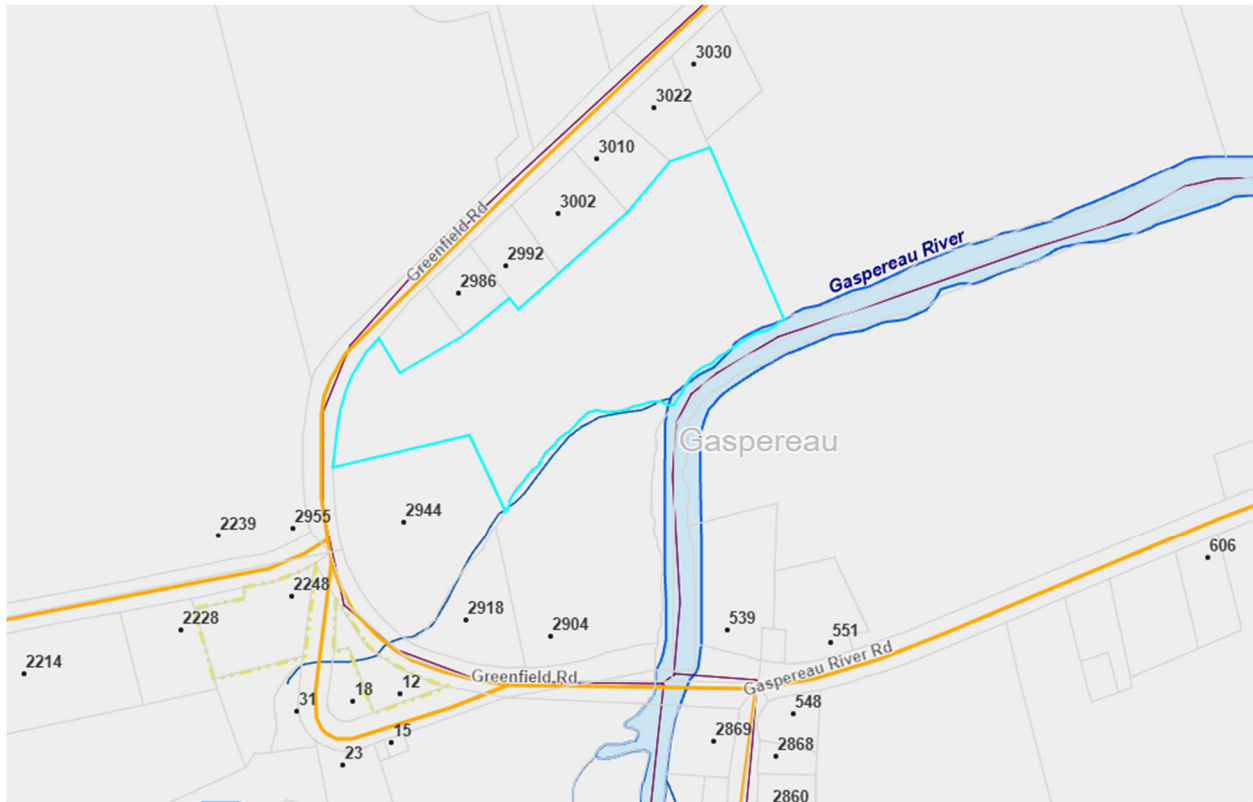
In 2019, the subject site was purchased by Duguay Gaspereau Inc. The subject site has historically and is still used for a commercial fishing operation in the Gaspereau River. Currently fishing is undertaken during the month of May and the remainder of the subject site is leased as a horse pasture.

A maximum of two tourist cabins are permitted as a Tourist Commercial Use within the Rural Mixed Use (A2) Zone as-of-right and subject to conditions. As 8 glamping domes are proposed, the proposal is not permitted as-of-right on the subject site. Therefore, in July of 2024, Vincent den Hartog, on behalf of Duguay Gaspereau Inc., applied to enter into a development agreement to permit a Tourist Commercial Use on the land.

It is noted that when the application was first submitted, the proposal was for up to 12 tourist cabins with a 40 foot setback distance from the northern property boundary. Following the Public Information Meeting in September of 2024, the application was revised, with amended information submitted on January 10th, 2025.

5. SITE INFORMATION

The subject site has frontage on Greenfield Road in a location where Greenfield Road undertakes a U bend and the Gaspereau River intersects with the U bend on its southern leg. The subject site is located on the eastern side of Greenfield Road inside the U bend and abuts 7 neighbouring properties and the Gaspereau River. The subject site is 7 acres in area and has approximately 313 feet of street frontage to Greenfield Road.



The subject site contains two buildings, by the river, and associated wharf and infrastructure which are used as part of the seasonal commercial fishing operation. Additionally, a horse stable has been constructed near the northern boundary of the site which was developed by the owner of the horse. The horse shelter was constructed without a development or building permit and is proposed to be removed from the subject site.

The elevation of the subject site rises significantly from the river with approximately 40 feet of elevation gain across the subject site. Since the southern boundary of the subject site is at river level the southern boundary of the site is covered by the Environmental Constraints (O1) Zone and is identified as being an Environmentally Sensitive Area since that portion of the subject site is prone to flooding.

While the subject site does have road frontage to Greenfield Road, driveway access to the subject site is made by a right-of-way driveway through 2944 Greenfield Road. The driveway, once inside the site, slopes down towards to river.



The proposed development envelope would result in the glamping domes having a setback of more than 110 feet from the neighbouring residential properties to the north.

6. PUBLIC CONSULTATION

Under the Planning Policies of the Municipality of the County of Kings, PLAN-09-004 (formerly PLAN-09-001), a Public Information Meeting (PIM) was required because the application proposed to enter into a development agreement. Notification letters were sent to 19 property owners within a 500 foot radius of the subject site providing notice of the meeting and the proposed development agreement.

The Public Information Meeting was held on September 4th, 2024 at 6pm in the Gaspereau Community Hall, with 32 members of the public in attendance, along with the applicant and engineer.

During the meeting the following concerns were raised by the public:

- Road Safety and Traffic concerns: Concerns were raised regarding the existing conditions of Greenfield Road. Residents' stated that people speed down Greenfield Road, meaning it is unsafe to walk or cycle on the road and are concerned that given the existing crashes which have

occurred in the area, that unfamiliar drivers and additional traffic will add to the danger to motorists, cyclists and walkers, whether resident or tourist.

- Agricultural noise: Noise was raised, with residents stating it is an agricultural area with farming being undertaken at all hours and if a tourist operation commences and guests have expectations of quiet during the night, then farming operations may receive complaints, which impact their business.
- Lights from proposal: Community members were concerned that excessive amounts of lighting would be added to the development which would impact their homes and would be visible from miles around, with no means to enforce change.
- Impact on fishing in the Gaspereau River: Community members advised the Gaspereau River is a main source of income for many as they have their own fishing operations. They are worried that the septic field required to service the proposal and other runoff will make its way into the river, potentially causing contamination and negatively impacting fishing operations up and down stream.
- Property values and Taxes: Residents are concerned this proposal will negatively impact their property values and potentially increase their property taxes.
- Impact on well water: Neighbouring residents are concerned this proposal will put a strain on well water availability.
- Flood prone: A number of residents advised the site is flood prone.
- Setback of cabins from northern boundary line, number of cabins is too many, size of cabins, number of people: Neighbouring residents and community members are concerned that the cabins are in close proximity to the northern property line and the number and size of cabins propose an increase in people very close to their rear property boundary.
- Guest behaviour/ trespassing: Further to the concern regarding proximity to their boundaries, neighbouring residents are concerned about guest behaviour and parties, with concerns regarding trespassing, noise and resident safety.
- Guest access to the river/safety: Community members have advised that the river can flow very fast and are worried that if access is permitted to guests they may unknowingly get themselves into trouble in the river.

In respect to the above concerns raised:

- The application was sent to both the Nova Scotia Department of Public Works (DPW) and the Royal Canadian Mounted Police (RCMP), regarding the concerns about people speeding, road safety and additional traffic. In recent years, the RCMP only has one collision on their records within the 2900 block of Greenfield Road, which was in 2022. The concerns regarding speeding and safety issues caused by unfamiliar drivers, along with additional traffic generation was raised with the DPW. They did not raise any concerns with the proposal other than requiring access to the site remain through 2944 Greenfield Road in order to meet appropriate stop sighting distances. They stated that the increase in traffic generated by this proposal would be negligible.
- As this is an agricultural area, farming and other rural businesses are expected to operate. A condition of the draft development agreement requires the owners to acknowledge the subject site is an area where noise, odours, and dust associated with farming and other rural businesses will occur.

- A condition of the draft development agreement requires all lighting to be shaded and pointed away from neighbouring residential uses;
- The application was sent to the Nova Scotia Department of Environment and Climate Change (NSECC), the Nova Scotia Department of Fisheries and Aquaculture (NSFA), and the Department of Fisheries and Oceans Canada (DFO) in respect to the concerns regarding the proposals possible impact on fishing operations in the river. Neither the NSECC or the NSFA responded to the request for comments. The DFO responded and advised that they did not have any specific regulations or rules that would inform the planning process. However, they did provide a website link for resources relating to development near water to pass on to the land owners.
- The residents were advised that property values and property taxes were not considered through the planning application process and to contact Property Values Services Corporation.
- The site will be required to have a licenced well driller drill any wells on site. A condition of the draft development requires that water and waste water disposal services are provided to the standard of the authority having jurisdiction – NSECC. It is noted that a water withdrawal permit is not required from the NSECC unless more than 23,000L is proposed to be drawn up per day.
- The site is partially covered by the Environmental Constraints (O1) Zone and Environmentally Sensitive Area Overlay (ESA), acknowledging that a portion of the site is flood-prone. The areas proposed to be developed are outside the area identified as being covered by the Environmental Constraints (O1) Zone and the ESA.
- In respect to the setback of cabins from neighbouring residential dwellings, the proposal has been amended since the Public Information Meeting was held. The main amendments include the change in form of the ‘tourist cabins’ from cabins to glamping domes, a reduction in the number of cabins from 12 to 8 and an increase in the setback from the northern boundary line from 40 feet to more than 110 feet. The additional 70 or more feet increase in setback, along with the placement of 6 of the domes below the crest of the hill, will significantly reduce any possible impact on neighbouring residential dwellings.
- Trespassing is a civil issue that can be enforced by the RCMP. The subject site is already fenced, so no additional separation barrier between the subject site and neighbouring properties is proposed. The domes have been set back further from neighbouring dwellings to reduce the impact of noise and light. A condition of the draft development agreement requires all areas where people could congregate maintain the minimum 110 foot setback.
- Gates are proposed to prevent guests from driving down to the river and discourage general access, however the domes will not be fenced off from the river.

7. POLICY REVIEW

7.1 Land Use By-law

In order for Council to be able to consider entering into a development agreement, the Municipal Government Act (MGA) requires that this ability be outlined within the Land Use By-Law (LUB). Section 8.4.5 of the LUB states that:

LUB Section 8.4.5 – Uses Considered by Development Agreement

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

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

7.2 Enabling Policy

Policy 2.5.13 of the Municipal Planning Strategy (MPS) enables Council to consider entering into a development agreement to permit the development of visitor-oriented developments not permitted as-of-right in the Rural Mixed Use (A2) Zone. The policy states:

Council shall

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

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

The proposed glamping domes will provide lodging for visitors and the travelling public on Greenfield Road, Gaspereau.

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

The subject site is 7 acres (304,920 square feet) in area and, based on the proposed plan, can comfortably accommodate eight glamping domes, associated car parking spaces and septic fields. The subject site has enough space to comfortably separate the glamping domes from each other (between 37-74 feet) and set the domes back in excess of 110 feet from the northern boundary of the subject site.

It is noted that when the application was first submitted the proposal included twelve tourist cabins. The application was amended and reduced the number of proposed domes to eight. Based on land area in comparison to the minimum as-of-right requirements which permits two tourist cabins and a dwelling per 100,000 square feet, and the setbacks proposed on the plan, staff are of the opinion that the subject can comfortably accommodate eight (8) glamping domes, other related structures, parking areas and infrastructure required for the development.

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

The subject site is unique in terms of its shape, topography and location. Noting that from the northern boundary of the subject site and on the neighbouring properties to the north there is a substantial view over the Gaspereau River valley. Following the Public Information Meeting a topographical survey of the subject site was undertaken to show the exact location of the 'crest' of the slope on site and identify how the site slopes downward towards the Gaspereau River. The amended proposal increased the setback of the domes from the northern boundary from 40 feet to 110 feet. This results in the closest dome being

setback 174 feet from the closest neighbouring dwelling. The remainder of the domes are set back approximately 189 feet, 205 feet, 245 feet, 232 feet, 320 feet, 281 feet and 380 feet respectively (from west to east) from neighbouring dwellings fronting Greenfield Road. The topographical survey and 3-D modelling provided (which can be seen in Appendix C), shows that six out of the eight domes have been set down into the hillside and are surrounded on the hill side by a retaining wall, with the height of the domes not exceeding the crest of the slope, in their respective locations. The two larger domes will sit higher up the hill so they are accessible from driveway level.

The domes are also proposed to be opaque with the exception of windows facing the river. So, light from the domes will be directed away from neighbouring homes. A condition of the draft development agreement will require external lighting to be shaded and facing away from neighbouring properties.

Given the slope of the land and the proposed retaining walls providing some buffering around the domes, and given the unique view currently experienced by neighbouring residents, no vegetative buffer is proposed as part of this application. Staff are of the opinion that reasonable steps have been taken to mitigate any negative impacts on neighbouring residential dwellings.

(d) If the proposal is for a lot located on a lake within the Shoreland Designation, Council shall be satisfied that...

The subject site is not located on a lake or within the Shoreland Designation and is therefore not applicable.

(e) If the use is a listed permitted use, the condition(s) that prevent the proposal from being permitted as-of-right in the designation is addressed by development agreement including, but not limited to, enhanced buffering and the positioning and design of buildings and structures; and

Tourist commercial uses, consisting of a maximum of two tourist cabins are permitted within the Rural Mixed Use (A2) Zone as an accessory use to a dwelling. The tourist cabins shall have a 50 foot setback from the property boundary and have a minimum separation distance of 250 feet from any dwelling on adjacent land. In the absence of a dwelling, the proposal consisting of eight domes with half of the proposed domes not meeting the minimum separation distance from dwellings on adjacent land, the proposed visitor-oriented development is not permitted as-of-right within the zone. This has been addressed by a development agreement that restricts the number of cabins as well as various other requirements regarding height, building footprint, setback, lighting and signage etc. to limit any negative impacts on the neighbouring properties.

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

Municipal Planning Strategy Policy 5.3.7 contains the criteria to be used when considering all development agreement proposals. These criteria consider the impact of the proposal on the road network, services, development patterns, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy. It is Staff's opinion that the proposal meets the general criteria. There are no costs to the Municipality because of the proposed development and the development raises no concerns regarding emergency services, traffic generation/congestion and impact on neighbouring farming operations. These criteria are reviewed in detail in Appendix D.

7.3 Supporting Policies and Objective from the MPS

VISION, GOALS, OBJECTIVES, GENERAL CRITERIA

Section 2.5, the Economic Development section of the MPS describes the growing importance of tourism to the economic development of the region and the intention to encourage visitor-oriented businesses in the Municipality. Some of the policies within the section that support this development are as follows:

Council shall:

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

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

The Rural Mixed Use (A2) Zone permits some visitor-oriented such as tourist commercial uses as-of-right in the zone as accessory uses. Within section 2.5 of the MPS, Council also recognizes the importance of imposing limits on the type, location, and scale of these uses to minimize conflict and protect the rural landscape and natural features. The applicant's initial proposal was to develop 12 tourist cabins on the subject site but after reviewing the application and considering the concerns and feedback from the public, the application was amended to decrease the number of 'tourist cabins' to 8. This approach, would provide a greater setbacks from neighbouring residential properties, set ¾ of the domes below the ridgeline of the slope and provide an opportunity to limit any negative impacts the development might have on the community of Gaspereau and the environment.

Within section 2.5, the MPS also outlines the Municipality's Economic development goals, objectives and policies. Within this section, the goal of Economic Development states, *"To sustain the Municipality's diverse economic base, encourage entrepreneurship and innovation"*. Further to this goal, policies 2.5.2 and 2.5.4 state:

Council shall:

2.5.2 encourage the development of new businesses ranging in breadth and scale;

2.5.4 promote the Municipality as a superior location for new businesses

The proposal is an opportunity for the Municipality to encourage entrepreneurship and innovation and the proposal will be consistent with the intent of the above policies.

Also, in Section 2.5, the Economic Development objectives, the theme on rural and natural areas states *"To facilitate and promote outdoor recreation and eco-tourism opportunities that take advantage of our natural and scenic assets"*. The main intention of the development is to provide nature-based tourism where visitors will get to experience and appreciate the natural and scenic assets of the Gaspereau River and Gaspereau Valley.

The proposed glamping domes can also help achieve the goals of fostering a tourism industry that can support other rural businesses as set out within section 2.2, Rural area.

MPS Section 2.2 -Rural Areas Objectives

Economic Development Objective – To foster industry that increases the viability of and supports rural businesses.

Transportation Objective – To use the existing rural road network efficiently and provide opportunities for recreational trails

The proposed glamping domes can support other rural businesses including nearby event venues and wineries, by providing tourist accommodation. The proposed tourist cabins would also utilize the existing road network and offer excellent access to nearby recreational trails.

8. SUMMARY OF THE DRAFT DEVELOPMENT AGREEMENT

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

- Enables the development of 8 tourist cabins and a laundry and utilities building;
- Establishes maximum building footprints and heights;
- Establishes a 110 foot setback requirement along the northern lot line and a 50 foot setback from the east lot line;
- Regulates lighting and signage;
- Regulates subdivision; and
- Regulates access to the subject site.

9. CONCLUSION

The proposed glamping domes support municipal goals related to economic development and tourism, take advantage of topography providing a view over the Gaspereau River and Valley while being sensitive to surround residential uses. As a result, Staff are forwarding a positive recommendation to the Planning Advisory Committee.

10. APPENDIXES

Appendix A – Maps

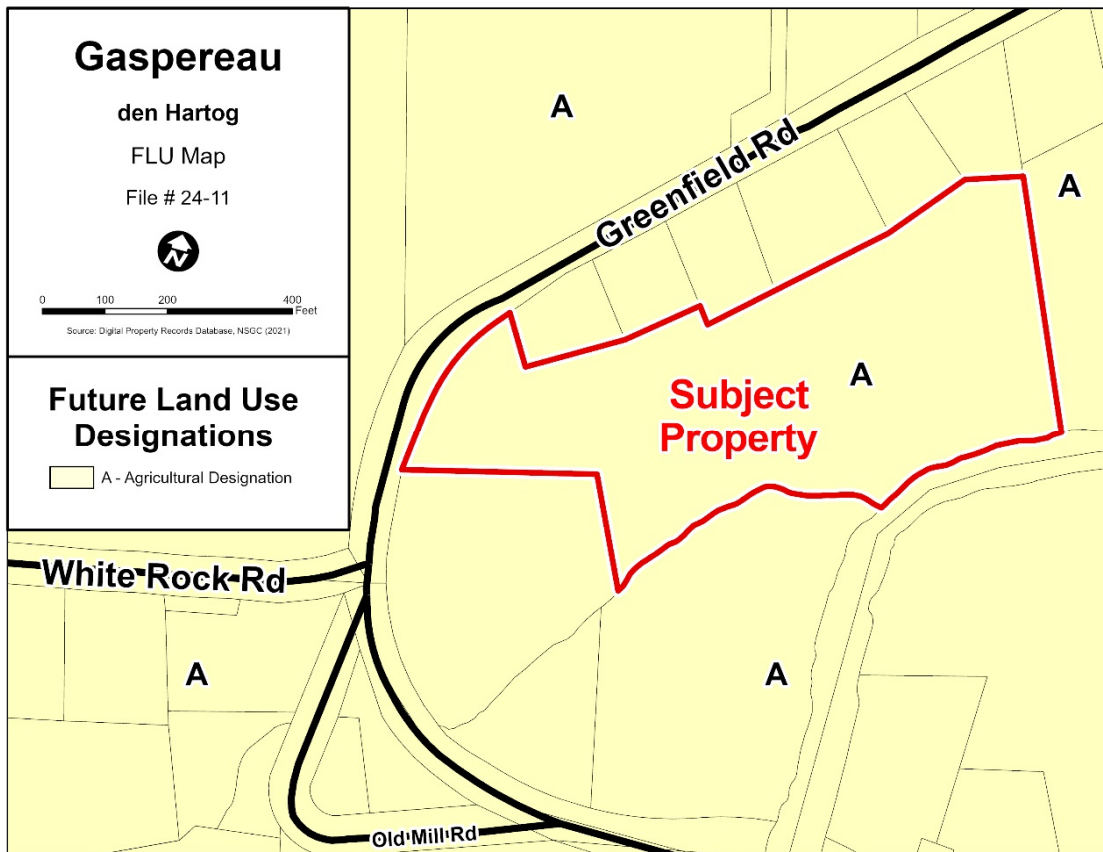
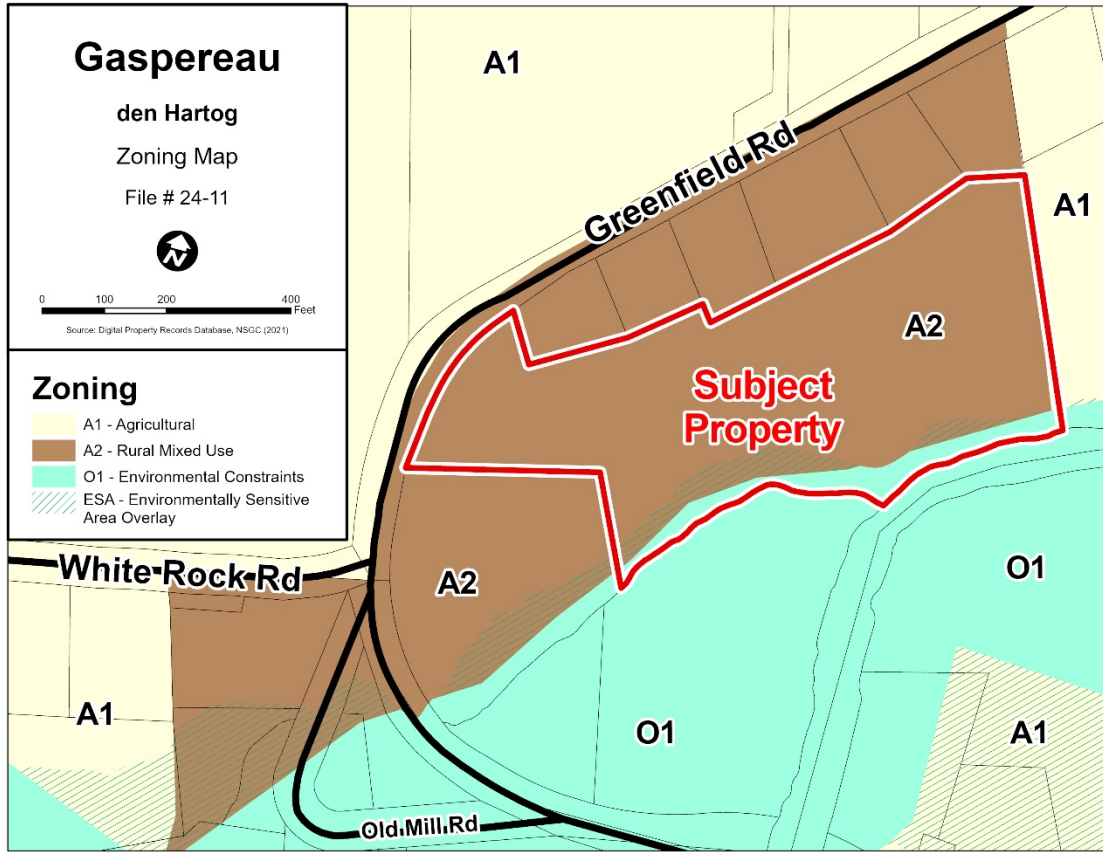
Appendix B – Site Plan

Appendix C – Topographical section

Appendix D – General Criteria

Appendix E – Draft Development Agreement

Appendix A – Maps

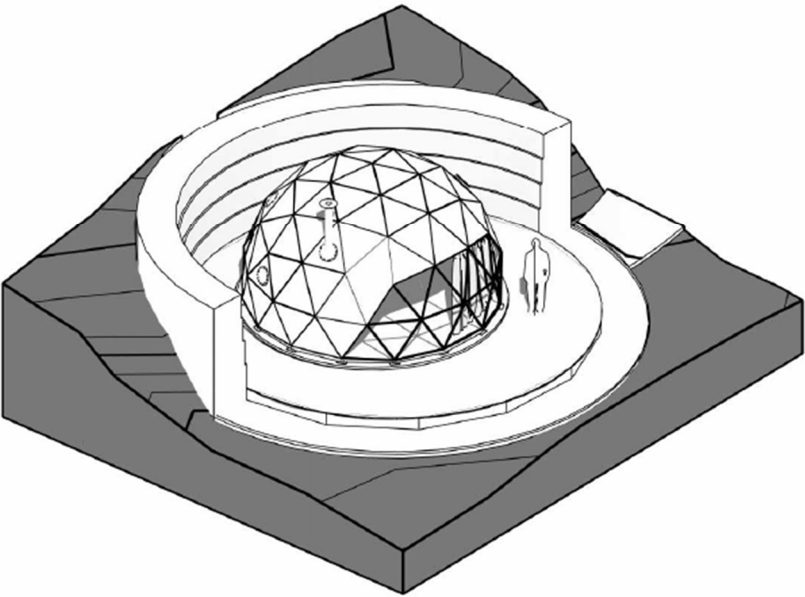


Appendix B – Site Plan

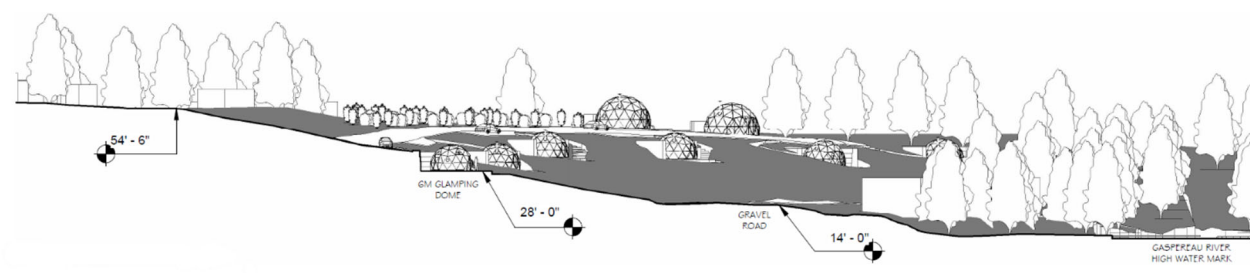


(enlarge on screen for more detail)

CABIN CONCEPT:
6M / 19.7' DIAMETER GLAMPING DOME



Appendix C – Topographical Section



(enlarge on a screen for more detail)

Appendix D – General Criteria

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 development agreement is consistent with the intent of the Municipal Planning Strategy to support tourism and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
<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 due to:</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 glamping domes are proposed to be set back more than 174 feet from the neighbouring residential uses, with 7 of the glamping domes proposed to be set back in excess of 205 feet. Where possible the glamping domes have been set into the hill side so there will be limited visibility of the domes and associated light spill. Due to the low numbers of proposed guests, setbacks and the setting of the domes it is considered measure have been put in place to prevent compatibility issues. The draft development agreement includes an acknowledgement that the site is located in a rural setting, highlighting the presence of noise, odours and flies from neighbouring agricultural uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	The subject site is within proximity to recreation (Gaspereau River Trail, Gaspereau River Tubing, Wolfville Watershed Nature Preserve) and other community facilities (Gaspereau Community Hall).
<i>iv. the creation of any excessive traffic hazards or congestion due to road or</i>	The Department of Public Works (DPW) has confirmed the adequacy of the road network and

<i>pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	does not anticipate any issues related to access or egress, but have specified access must be undertaken via the existing right-of-way driveway through 2944 Greenfield Road. The concerns regarding speeding and safety of pedestrians/cyclists were raised with DPW. DPW advised that the change in traffic volume as a result of this proposal would be very small and they did not have concerns.
<i>v. the adequacy of fire protection services and equipment;</i>	The Wolfville Fire Chief has confirmed the adequacy of fire protection services.
<i>vi. the adequacy of sewer and water services;</i>	On-site sewer and water services will be required as no central sewer services or water services are available in this location. The development agreement stipulates the owner is responsible for providing water and wastewater disposal services to the standards of the authority having jurisdiction – The Nova Scotia Department of Environment and Climate Change.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	The proposed domes are outside of the area identified as being flood prone and should not cause any drainage issues given the significant area of permeable surfaces on the subject site. The area proposed for the laundry/utility room is partially identified as being an ESA, but the development should not cause additional flooding issues.
<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	The subject site is not within any wellfield protection areas.
<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 soil erosion controls during construction enforced by NSECC.
<i>x. negative impacts on lake water quality or nearby wetlands;</i>	The subject site is not in proximity to any lakes or wetlands.
<i>xi. negative impacts on neighbouring farm operations;</i>	The proposed use is not expected to interfere with any of the farm operations in the area. Given there is a commercial fishing operation on the site, it is expected the proposal will be managed in a manner that prevents harm to any neighbouring farming or fishing operation.

<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 site is generally suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.
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Appendix E – Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Nicole and Robert Duguay, of Duguay Gaspereau Inc., of Cap-Pelé, New Brunswick, 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 **55224067**; and

WHEREAS the Property Owner wishes to use the Property for a **Tourist Commercial Use**; and

WHEREAS the Property is situated within an area designated **Agricultural (A)** on the Future Land Use Map of the Municipal Planning Strategy, and zoned **Rural Mixed Use (A2)** and **Environmental Constraints (O1)** on the Zoning Map of the Land Use By-law; and

WHEREAS the Property is partially situated in an area covered by the **Environmentally Sensitive Area Overlay (ESA)** on the Zoning Map of the Land Use By-Law; and

WHEREAS policy **2.5.13** of the Municipal Planning Strategy and section **8.4.5 (a)** 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 By-law* means By-law 60 of the Municipality, approved September 5, 1995, as amended, or successor by-laws.

1.3 Definitions

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use By-law unless the context clearly indicates otherwise. Words not defined in the Land Use By-law but defined herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tourist Cabin* means a rental cabin, yurt or geo dome in which accommodation is provided on a short term or temporary basis to the travelling public.
- (c) *Laundry and Utilities Building* means an accessory building to the tourist commercial use and may include laundry facilities, custodial facilities, a storage area and refuse storage.
- (d) *Commercial Fishing Operation* means the land, buildings, concrete wharf and infrastructure used to support the catching, storage and processing of fish for transport, from the Gaspereau River.
- (e) *Access Property* means the property located at PID 55537187 which provides driveway access from Greenfield Road to the Property by a deeded right-of-way.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time-to-time); and

- (b) A maximum of 8 tourist cabins, having a maximum building footprint of 500 square feet and a maximum height of 26 feet within the 'Development Zone for Structures' specified on Schedule B, Site Plan. Each tourist cabin shall have one dedicated parking space;
- (c) A laundry and utilities building accessory to the tourist cabins, in the location indicated on Schedule B, Site Plan and having a maximum building height of 20 feet.

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 Vehicle Access and Parking

All vehicle access to the tourist cabins on the Property shall use the existing deeded right-of-way through the Access Property, unless alternate access is otherwise approved by the Nova Scotia Department of Public Works, or its successor bodies.

Vehicle Access to the tourist cabins, within the Property, and parking spaces for the tourist cabins shall be permitted outside of the 'development zone for structures' as show on Schedule B, Site Plan. If alternative access to the Property is approved by the Nova Scotia Department of Public Works, or its successor bodies, an amendment to the Site Plan, shown in Schedule B, is a non-substantive matter and requires Development Officer approval.

2.4 Gates

The Property owner shall install two gates across the internal access ways in accordance with Schedule B, Site Plan. Guests of the tourist cabins shall not be permitted vehicular access to the Commercial Fishing Operation, through the southern gate.

2.5 Refuse Storage

Refuse associated with the tourist cabins enabled by this Agreement shall be contained in an enclosed space in the laundry and utility building, until it is collected or transported off the Property.

2.6 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.

2.7 Subdivision

Except as otherwise provided for in this Agreement, the subdivision of the Property shall comply with the requirements of the Subdivision By-law, as may be amended from time-to-time.

2.8 Erosion and Sedimentation Control

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

2.9 Setbacks

Uses enabled by this Agreement and associated activities including, but not limited to, picnic areas and fire pits, shall be set back a minimum of 110 feet from the northern lot line and 50 feet from the eastern boundary of the Property. The setbacks do not apply to the vehicle access and parking permitted through section 2.3 of this Agreement.

2.10 Lighting

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

2.11 Signage

Signage on the Property shall be limited to one Ground Sign in accordance with Section 14.6.10 of the Land Use By-Law – Home-based Business Signs.

2.12 Servicing

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

2.13 Agricultural Designation Acknowledgement

The property owners acknowledge that the Property is located in the Agricultural Designation where rural businesses and agricultural operations occur as-of-right, which may result in noise, odours, dust and flies on the Property.

PART 3 CHANGES AND DISCHARGE

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

3.2 The following matters are substantive matters

- (a) the uses permitted on PID 55224067 as listed in Section 2.1 of this Agreement;

3.3 Upon conveyance of land by the Property Owner to either:

- (a) the road authority for the purpose of creating or expanding a public street over the Property; or
- (b) the Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this Agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by the Chief Administrative Officer at the request of the Property Owner without a public hearing.

3.5 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Chief Administrative Officer to give such Notice:

- (b) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
- (c) at any time upon the written request of the Property Owner , provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.6 The Chief Administrative Officer may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the discharge of this Agreement is not a substantive matter and this Agreement may be discharged by the Chief Administrative Officer without a Public Hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use may be commenced on the Property until the Municipality has issued any Development Permits, Building Permits and/or Occupancy Permits that may be required.

4.2 Drawings to be provided

When an engineered design is required for any portion of a development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

4.3 Completion and Expiry Date

- (a) The Property Owner shall sign this Agreement within 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 Regulatory and Appeals Board or the unexecuted Agreement shall be null and void.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of the Chief Administrative Officer in accordance with section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Property Owner. Upon the written request of the Property Owner, the Municipality, by resolution of the Chief Administrative Officer, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Property Owner is *bona fide* delayed from commencing the development for reasons which are beyond the Property Owner's Control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Property Owner is excused for the period of the delay and the time period for the Property Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

PART 5 COMPLIANCE

5.1 Compliance With Other By-laws and Regulations

- (a) 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.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

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.

Without limiting the generality of the above, the Property Owner and not the Municipality shall be responsible for the risk of disputes with the owner of the Access Property, and for compliance with conditions and restrictions regarding the right of way over the Access Property, including seasonal restrictions on the use of the right of way by “large vehicles”.

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Property Owner has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner to sign the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

5.4 Onus For Compliance On Property Owner

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Property Owners in writing. In the event that the Property Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality’s satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.8 Development Agreement Bound to Land

This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Municipality in accordance with Section 229 of the *Municipal Government Act*.

5.9 Assignment of Agreement

The Property Owner may, at any time and from time to time, transfer or assign this Agreement and its rights hereunder and may delegate its obligations hereunder to an assign, successor, heir, or purchaser of the land bound by this Agreement.

5.10 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, and all costs of advertising for and recording of any amendments.

5.11 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.

5.12 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.

5.13 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include all genders as circumstances warrant;
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

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 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

David L. Corkum, Mayor

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED
In the presence of:

NICOLE AND ROBERT DUGUAY

Witness

Nicole Duguay

Date

Witness

Robert Duguay

Date

Schedule A – Property Description

PID 55224067

Accessed via Property Online, April 17th, 2025

SCHEDULE "A"

ALL that certain lot, piece or parcel of land situated in the Township of Horton and more particularly described as follows:

BEGINNING at the southwest corner of lands of Frank Huston where said lands joint the Gaspereaux River;

THENCE running northwardly along said Huston's West sideline of the highway;

THENCE runing westerly and southerly along the south and east side of the highway to the Mill Brook;

THENCE easterly along the North side of Mill Brook and the Gaspereaux River to the place of beginning.

EXCEPTIONS

FIRST EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM All that land conveyed for the diversion of McAnnany Hill Road on October 6, 1953 as shown on a Plan filed in the Kings County Land Registration Office as Plan A-297. Also see Deed registered in the Kings County Land Registration Office in Book 189 at Page 248.

SECOND EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by deed dated June 22, 1965 and registered in the Kings County Land Registration Office in Book 226 at Page 646 on June 25, 1965.

THIRD EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by Deed registered in the Kings County Land Registration Office in Book 240 at Page 145. Lot is depicted on a Plan of Survey filed as Plan A-720.

FOURTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by deed dated November 8, 1965 and registered in the Kings County Land Registration Office in Book 242 at Page 113 on November 9, 1965.

FIFTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot of land conveyed by deed registered in the Kings County Land Registration Office in Book 244 at Page 150. Lot is depicted on a Plan of Survey filed in the Kings County Land Registration Office as Plan A-745.

SIXTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by deed dated June 24, 1966 and registered in the Kings County Land Registration Office in Book 250 at Page 32 on June 27, 1966.

SEVENTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM a lot conveyed by deed dated June 24, 1966 and registered in the Kings County Land Registration Office in Book 250 at Page 32 on June 27, 1966.

EIGHTH EXCEPTION

SAVING AND EXCEPTING THEREOUT AND THEREFROM all land on the west side of the 1953 diversion of the McAnaney Hill Road. See Deed registered in the Kings County Land Registration Office in Book 336 at Page 460.

SAVING AND EXCEPTING Lot 1 as shown on registered plan no. 114305379 recorded in the Land Registration Office for Kings County.

BENEFIT

TOGETHER WITH a right of way for ingress and egress to and from the public highway over and across the area shown as "Parcel AUE-1" on the plan of subdivision recorded as document number 114305379 on April 11, 2019, provided that the Grantee herein, as well as their heirs, successors and assigns, shall pay to the Grantor herein, as well as their heirs, successors and assigns, the sum of \$100.00 per year on or before the 15th day of April each year for the use of said right of way and provided that large vehicles shall only be used in connection with this right of way between mid-April and Mid-June of each year.

*** Municipal Government Act., Part 1X Compliance ***

Compliance:

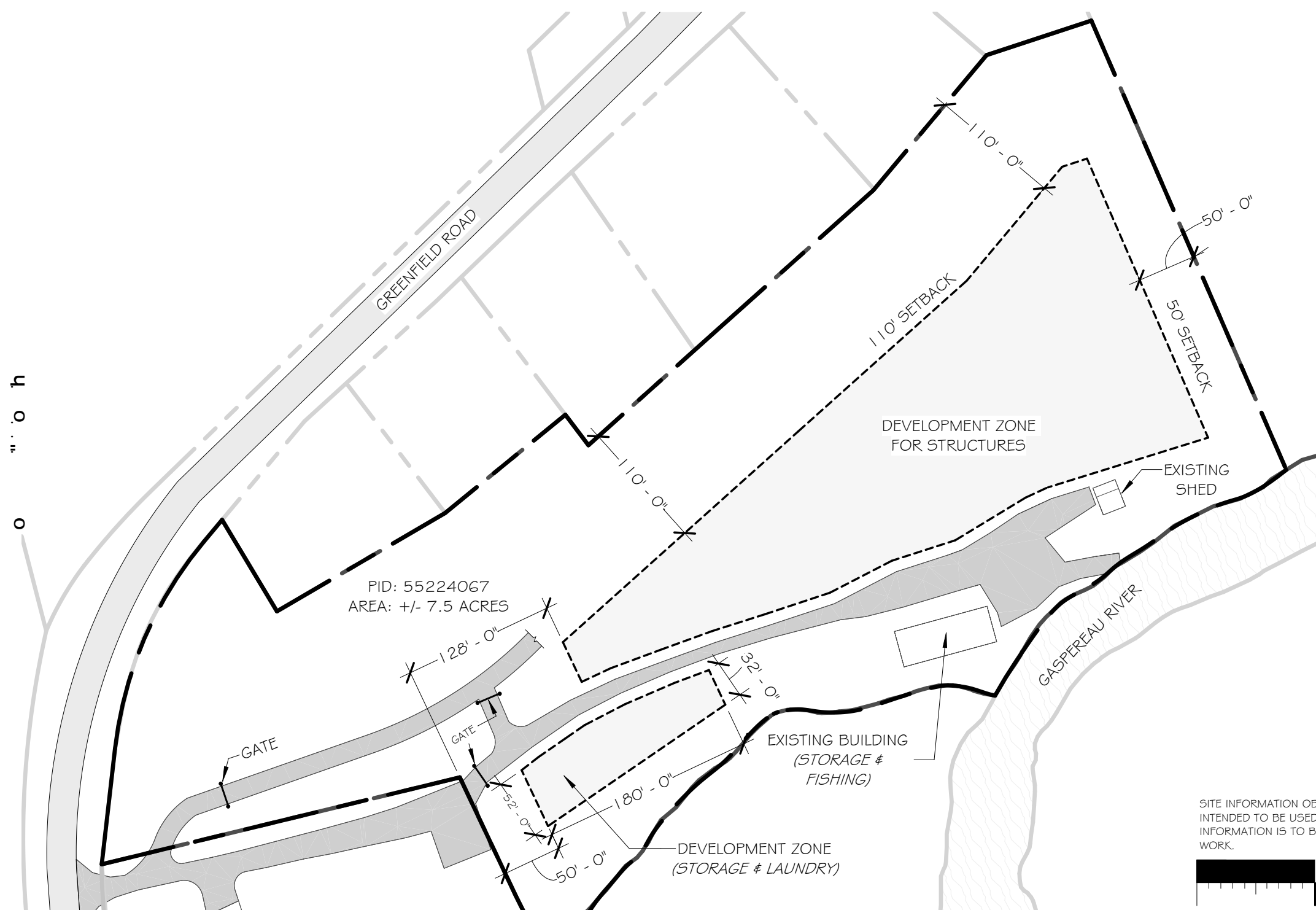
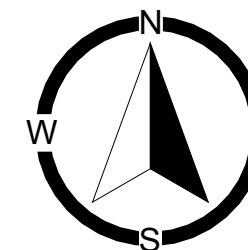
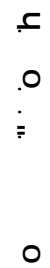
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 2019

Plan or Document Number: 114305379

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan.



SITE INFORMATION OBTAINED FROM VIEWPOINT. SITE PLAN IS INTENDED TO BE USED AS A TOOL TO AID IN DESIGN. SITE INFORMATION IS TO BE VERIFIED BY SITE SURVEY PRIOR TO ANY WORK.

