

**A G E N D A**

1. Meeting to Order
2. Roll Call & Land Acknowledgement
3. Approval of the Agenda
4. Disclosure of Conflict-of-Interest Issues
5. Approval of Minutes Page 2
  - a. March 10, 2026
6. Business Arising from the Minutes
7. Business Page 7
  - a. Application for a Development Agreement to convert an existing building into a one-unit dwelling at 1138 West Halls Harbour Road (PID 55041073), Halls Harbour (File 25-19, Alice Jacob)
8. Other Business
  - a. Planning Ask Me Anything
9. Comments from the Public
10. Date of Next Meeting: May 12, 2026
11. Adjournment

Accommodations are available for this meeting: please submit your request at [www.countyofkings.ca/accommodationsrequest](http://www.countyofkings.ca/accommodationsrequest)

**Land Acknowledgement**

The Municipality of the County of Kings is in Mi'kma'ki, the ancestral, unceded, and current territory of the Mi'kmaq Peoples. The Municipality of the County of Kings is a neighbour to Annapolis Valley First Nation and Glooscap First Nation, as well as a diverse urban and rural Indigenous population. We are all treaty people and commit to upholding the Peace and Friendship Treaties and working towards reconciliation in all areas of the Municipality.

# PLANNING ADVISORY COMMITTEE

March 10, 2026

<b>Meeting, Date and Time</b>	A meeting of the Planning Advisory Committee (PAC) was held on Tuesday, March 10 2026, in Council Chambers at 181 Coldbrook Village Park Drive at 1:00 pm.
<b>Attending</b>	In Attendance:
<b>PAC Members</b>	Councillor Riley Peckford -Vice Chair Councillor Doug Gates Deputy Mayor Everett MacPherson Kate Friars – Citizen Member Erik Deal – Citizen Member Logan Morse – Citizen Member
<b>Municipal Staff</b>	Trish Javorek – Director, Planning and Inspections Laura Mosher – Manager, Planning Alice Jacob - Planner Peri Bowman - Planner Haley Hutt – Recording Secretary
<b>Public</b>	None.
<b>Regrets</b>	Councillor Emily Lutz - Chair
<b>1. Meeting to Order</b>	Councillor Peckford, Vice Chair called the meeting to order at 1:00 p.m.
<b>2. Roll Call</b>	Roll call was taken.
<b>3. Land Acknowledgement</b>	Councillor Peckford read the Land Acknowledgement per Policy <a href="#">ADMIN-01-025: Land Acknowledgement</a> .
<b>4. Amendments to the Agenda</b>	None.
<b>5. Approval of the Agenda</b>	<b>On motion of Citizen Member Deal and Councillor Gates, that the agenda for the March 10, 2026, meeting of Planning Advisory Committee be approved as circulated.</b>  The question was called on the motion. <b>Motion carried.</b>
<b>6. Disclosure of Conflict-of-Interest</b>	None.

- 7. Approval of Minutes**  
**a. January 13, 2026**      **On motion of Deputy Mayor MacPherson and Councillor Gates, that the minutes of the Planning Advisory Committee meeting held on January 13, 2026 be approved as circulated.**

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

- 8. Business Arising from the Minutes**      None

- 9. Business**  
**a. Application to amend an existing development agreement to permit the expansion of a visitor-oriented development at 850 Grand Pre Rd (PID 55235550), Wallbrook (File 25-18)**

Alice Jacob, Planner, presented an application by Jonathan Stacey to amend the existing development agreement registered on the property to permit additional tourist cabins, camping sites and the ability to host events at 850 Grand Pre Rd (PID 55235550).

Questions of Clarification:

Councillor Gates asked about regulations on open fires. Staff clarified that open fires fall under provincial regulations, and enforcement would involve fire departments, Department Natural Resources, and By-law Enforcement Officers.

Deputy Mayor MacPherson asked for clarification on the watercourse adjacent to the subject property and concerns on any environmental issues. Staff confirmed that water falls under the jurisdiction of the provincial Department of Environment who was consulted and raised no concerns. Staff further stated that all development would have to meet the regulations set out in the Land Use By-law.

Deputy Mayor MacPherson asked for clarification if there were dwellings on adjacent properties. Staff provided clarification.

A discussion occurred related to the special events venue being added.

Citizen Member Morse asked for clarification on concerns raised by hunters. Staff provided clarification.

Citizen Member Morse asked for clarification on the definition of being oriented to visitors. Staff clarified that the extended uses being added to the property related to short term rental market.

Citizen Member Friars asked if there were any restrictions on maximum occupancy for events. Staff clarified that any events would have to be contained in the event venue envelope.

Citizen Member Deal asked for clarification on the waste disposal field. Staff clarified that onsite septic, and water is regulated by the province and will have to meet all provincial standards. Staff further clarified that the

development agreement prohibits pit privies on the property, and that all recreation vehicles must not be derelict.

**On motion of Citizen Member Friars and Deputy Mayor MacPherson, that Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing to approve the amending development agreement regrading the expansion of an existing visitor-oriented development at 850 Grand Pre Rd (PID 55235550), Wallbrook, which is substantively the same (save for minor differences in form) as the draft set out in Appendix E of the report dated March 10, 2026.**

**Motion Carried.**

- b. Application to amend the text of the Land Use By-law to Permit Second Dwellings in Rural Areas and Associated Amendments (File P24-01)**

Laura Mosher, Manager of Planning, presented a Planning Project to permit Second Dwellings in Rural Zones.

Questions of Clarification:

Councillor Gates asked for question clarification on subdividing lots. Staff provided clarification.

Deputy Mayor MacPherson asked for clarification on the timeline for staff to look at second dwellings in the Agricultural (A1) zone. Staff clarified there is no timeline, but that staff are actively working on it.

**On motion of Citizen Member Deal and Councillor Gates, that the Planning Advisory Committee recommends that Municipal Council give First Reading and hold a Public Hearing regarding amendments to the Land Use By-law to permit the development of second dwellings in Rural Areas where Residential Uses are permitted except for the Rural Commercial (C4) Zone, the Agricultural (A1) Zone, the Farm Commercial (A3) Zone, and the Country Residential (A4) Zone.**

**Motion Carried.**

- c. Application to rezone a portion of 1200 Parkway Drive (PID 55479562), Port Williams, from the Light Industrial Commercial (M1) Zone to the General Commercial (C1) Zone. (File 25-22)**

Laura Mosher, Manager of Planning, presented an application by Jeremy Banks on behalf of Big Sky Builders Inc. to rezone a portion of the property located at 1200 Parkway Drive (PID 55479562), Port Williams, from the Light Industrial Commercial (M1) Zone to the General Commercial (C1) Zone to permit a day care facility.

**On motion of Councillor Gates and Deputy Mayor MacPherson, that the Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing regarding the application to rezone a portion of 1200 Parkway Drive (PID 55479562), Port Williams from the Light Industrial Commercial (M1) Zone to the General Commercial (C1) Zone as described in Appendix C of the report dated March 10, 2026.**

**Motion Carried.**

- d. Application to deregister a Municipal Heritage Property at**

Laura Mosher, Manager of Planning presented an application to deregister a Municipal Heritage Property at 1108 Middle Street (PID55036867), Port Williams (File 26-03)

**1108 Middle Street  
(PID55036867), Port  
Williams (File 26-03)**

Questions of Clarification:

Councillor Gates asked if there were any property tax implications by deregistering the property. Staff believed there were no implications but would investigate it further.

Deputy Mayor MacPherson asked if there were a large number of residential properties currently registered as municipal heritage properties. Staff clarified that most of the houses registered are in the Grand Pré Conservation District, and that Staff indicated that the Municipality has a small number of registered properties and most consist of non-residential buildings or properties outside of the Grand Pré area.

**On motion of Citizen Member Friars and Councillor Gates that Heritage Advisory Committee recommend that Municipal Council remove the property located at 1108 Middle Street, (PID 55036867), Port Williams from the Municipal Heritage Property Register, as described in the report dated March 10, 2026.**

**Motion Carried.**

**10. Other Business**

Planning Ask Me Anything:

Councillor Gates asked for clarification on the expansion of the Growth Centre of Port Williams. Staff clarified that they are currently working on an options report to be brought forward to Committee of the Whole but do not have an estimated time of when it will be brought forward.

Councillor Gates asked for clarification on infill lots. Staff clarified it was at the same status as the expansions report.

A discussion occurred on Development Agreements and their enforcement. Staff clarified complaints are sent to appropriate by first getting assigned to the appropriate staff based upon the issue. However some complaints, such as noise or nuisance should be directed to the RCMP.

Citizen Member Morse asked for clarification between the Light Industrial Commercial (M1) and the Commercial (C1) zone. Staff clarified the differences.

**11. Comments from the Public**

None

**12. Date of Next Meeting**

The next meeting of the Planning Advisory Committee is April 14, 2026.

**13. Adjournment**

**There being no further business, on motion of Councillor Gates and Citizen Member Deal, that the meeting adjourn.**

**Approved:**  
**Planning Advisory Committee**

DRAFT

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

Application for a development agreement to convert an existing building into a one unit dwelling at 1138 West Halls Harbour Road (PID 55041073), Halls Harbour

File #25-19

April 14, 2026

Prepared by: Planning Services

<b>Applicant</b>	Logan Morse
<b>Land Owner</b>	Halls Harbour Properties Inc.
<b>Proposal</b>	Development Agreement to convert an existing building into a one unit dwelling
<b>Location</b>	1138 West Halls Harbour Road (PID 55041073), Halls Harbour
<b>Lot Area</b>	4,129 square feet
<b>Designation</b>	Shoreland
<b>Zone</b>	Tidal Shoreland (T1) Zone
<b>Surrounding Uses</b>	Residential and commercial uses
<b>Neighbour Notification</b>	14 notification letters were sent to property owners within 500 feet of the subject property.

### 1. PROPOSAL

Logan Morse of Halls Harbour Properties Inc. has submitted an application for a development agreement for the property at 1138 West Halls Harbour Road (PID 55041073), Halls Harbour. The property is developed with a building that was previously used for office, retail and storage purposes, and the applicant intends to convert the building into a one unit dwelling. The building does not meet the requirements for a one unit dwelling within the underlying zoning, therefore, a development agreement is required to enable the proposed use.

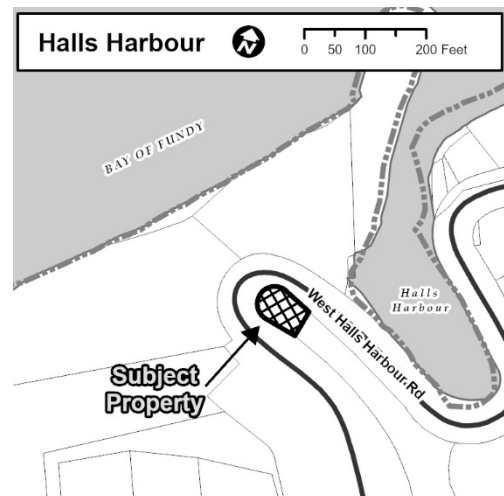


Figure 1: Subject property

### 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 convert an existing building into a one unit dwelling at 1138 West Halls Harbour Road (PID 55041073), Halls Harbour which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated April 14, 2026.**

### 4. BACKGROUND

Halls Harbour Properties Inc. acquired the subject property in 2025. The property is developed with a building, the previous known uses of the building are as a post office (business office), fishing and hunting supplies (retail store) and storage uses. The applicant proposes to convert it into a one unit dwelling. The property is located within the Tidal Shoreland (T1) Zone. Although one unit dwellings are permitted in the zone, the proposed use does not meet all the applicable requirements of the zone as discussed below.

One unit dwellings within the Tidal Shoreland (T1) Zone are subject to specific setback requirements, including a minimum 20-foot front setback, 4-foot side setback, and 20-foot rear setback. As shown in Figure 2, the majority of the property borders West Halls Harbour Road, resulting in most of the building being subject to the front setback (20 feet) requirement. The building does not meet this requirement, and part of it extends beyond the property boundaries into the provincial road right-of-way.

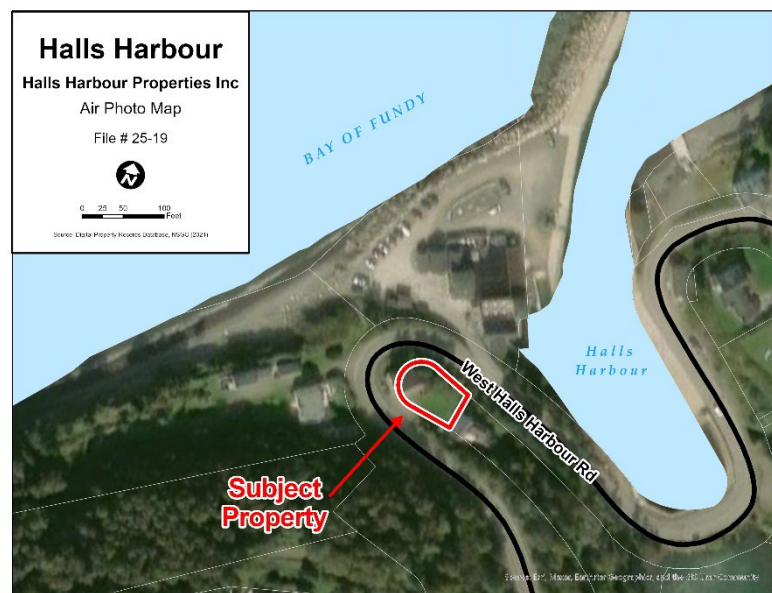


Figure 2: Aerial view

With regard to area, the zone requires a minimum lot area of 30,000 square feet for a one unit dwelling serviced by on-site sewer; the subject property is 4,129 square feet, which does not meet this

requirement. Although the property does not meet these requirements, the Land Use By-law ('LUB') permits certain relaxations to the property and building, as outlined below.

#### Existing undersized lot

According to the LUB, any lot in existence prior to May 5, 1992 or any lot that received municipal subdivision approval between May 5, 1992, and the date of adoption of the current LUB with less than the minimum area or frontage (or both) is considered an existing undersized lot. The subject property, as noted above, does not meet the Tidal Shoreland (T1) Zone's minimum lot area requirement for a one unit dwellings or any other uses permitted within the zone. However, property records indicate that the property was created prior to May 5, 1992, making it an existing undersized lot. The LUB provides some relaxations for development on existing undersized lots. These lots are permitted to be developed with the uses permitted in the zone, provided all other provisions of the LUB are met. In this case, although one unit dwellings are permitted in the zone, the existing building does not meet the other applicable provisions of the By-law, such as setbacks, which makes this relaxation inapplicable.

#### Non-conforming structure

A non-conforming structure is a structure lawfully in existence on the date the LUB was adopted that does not meet the requirements of the zone in which it is located. The existing building on the property does not meet the requirements of the Tidal Shoreland (T1) Zone for any of the uses permitted within the zone, however it has existed lawfully on the property for many years, making it a non-conforming structure. The LUB permits certain relaxations for non-conforming structures. However, none of the relaxations could be applied to permit the proposed use as-of-right.

Given that the above relaxations do not apply to the property/building and the proposed one unit dwelling is not permitted as-of-right on the property, the use could only be permitted through a development agreement.

## **5. SITE INFORMATION**

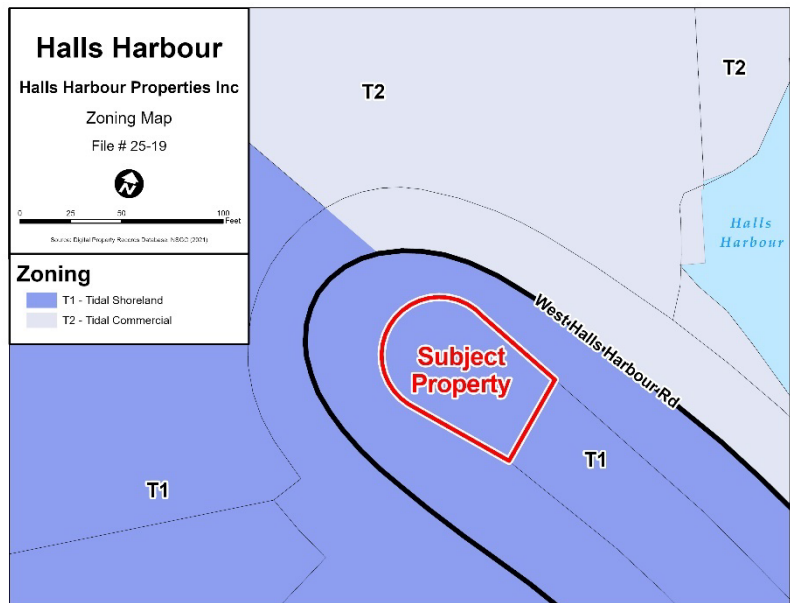
The subject property is located in Halls Harbour, in proximity to the Bay of Fundy. The property has a lot area of 4,129 square feet. A significant portion of the property's boundary is along West Halls Harbour Road, with approximately 200 feet of frontage on the road. The property is developed with a building that encroaches onto the provincial road right-of-way. The encroachment is acknowledged by the Nova Scotia Department of Public Works (NSDPW), and the Department has specified that no further expansions will be permitted.

The undeveloped areas of the property are covered in grass, with a few trees mostly located on the north and northwest boundaries along the highway right-of-way. The property is surrounded by residential and commercial uses. The neighbouring property to the north, located within the Tidal Commercial (T2) Zone, includes the Halls Harbour Lobster Pound, a popular visitor attraction featuring a restaurant, retail store, and lobster storage, packaging, and export business, with certain uses permitted via a Development Agreement. Neighbouring



**Figure 3: Subject property and building**

properties from northwest to southeast are within the same zone as the subject property and include vacant lots, residential dwellings, and tourist accommodations. The property to the northwest (across the road), owned by the applicant, has a dwelling and tourist accommodations (permitted through a development agreement). The adjacent property to the southeast, also owned by the applicant, has a dwelling proposed to be used as a tourist accommodation. The proposal involves sharing the subject property's septic system (requires NSECC's approval) with this neighbouring property and using the neighbouring property's well for the proposed dwelling.



**Figure 4: Zoning map**

## 6. PUBLIC CONSULTATION

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-004), a Public Information Meeting (PIM) was required because the application is to enter into a new development agreement. A total of 14 property owners within 500 feet of the subject property were notified of the planning application and the associated meeting via letter mail. Advertisements were also placed on the Municipal

website and social media sites a week before the meeting. The Public Information Meeting was held on September 11, 2025, at the Fundy View Community Centre in Halls Harbour. Six members of the public were present at the meeting. The Planner's presentation was recorded the following day and posted on the municipal website, where it has been available for viewing since.

#### Public concerns, questions and comments

- Some supported the proposal, while others raised concerns.
- A past fire and smoke issue on the applicant's neighbouring property (PID 55041065), caused by previous property owners, was mentioned.

Staff comments: This issue was mentioned while processing a Development Agreement (DA) for PID 55041065 in 2024. The Halls Harbour Fire Department was consulted on the proposal, and the department raised no concerns. The DA for the property requires the applicant to comply with applicable municipal and provincial regulations regarding fire pits.

- Concerns were raised about the growing number of tourist accommodations compared to permanent residents and their impact on community character and quality of life. Other related issues, such as increased traffic, population influx, and disruptions (e.g., drones) were mentioned. The public noted that short-term rentals like Airbnbs are changing the area's dynamics and urged the Municipality to consider these issues, prioritize permanent residents, and establish a balance.

Staff comments: According to the LUB, short term rentals are permitted within dwellings in all zones that permit residential uses. Property owners have the flexibility to use their dwellings as they see fit, whether for primary residence, long-term rental, or short-term rental, as the Municipality does not regulate ownership or tenancy. The concerns expressed are not within the scope of this application.

- Questions were asked about the following:
  - Water and sewer services for the proposal
    - Staff comments: The applicant noted that the property has a septic system. The applicant intends to use the well on the neighbouring property for the proposed dwelling. Well water and septic systems are within the jurisdiction of Nova Scotia Environment and Climate Change (NSECC). The onus is on the applicant to make sure the services meet the department's requirements.
  - Concerns about the age of the septic system and its proximity to the well
    - Staff comments: These concerns were forwarded to NSECC. Staff received no comments from NSECC.
  - Why the development agreement is required (see section 4)
  - Whether the Municipality is comfortable with the setbacks of the existing building
    - Staff comments: The existing building does not meet all the setback requirements of the zone, but the Municipal Planning Strategy has policies that enable Council to consider entering into a development agreement to permit the development of one unit dwellings on lots where the dwelling cannot meet the required lot standards of the Tidal Shoreline (T1) Zone. As a result, Staff are required to process the application for Council's consideration. Further, Staff consulted with NSDPW regarding the building's encroachment onto the provincial right-of-way. NSDPW have expressed no concerns regarding the existing encroachment and parking or the proposed change in use.

- Driveway positioning
  - Staff comments: The Municipality does not have specific regulations governing the placement of a residential driveway on a provincial road. Access to the property from West Halls Harbour Road is controlled by NSDPW. The applicant will be required to obtain an access permit from NSDPW before the Municipality issues a building and development permit for the new use.
- The public mentioned the historic significance of the building and asked about potential preservation requirements
  - Staff comments: The building is not classified as a heritage building and, as a result, is not subject to any heritage requirements. The applicant recognizes the historic significance and intends to preserve its exterior character with minimal changes.
- Whether the property was part of the neighbouring property
  - Staff comments: Property records indicate that the property may have been part of the neighbouring property as a separately described parcel.

## 7. POLICY REVIEW

### 7.1 Land Use By-Law

In order for Council to be able to consider a development agreement, the *Municipal Government Act* ('MGA') requires that this ability be outlined within the LUB. Section 9.5.5 of the LUB states that,

#### **Section 9.5.5 Uses Considered by Development Agreement**

*Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Tidal Shoreland (T1) Zone:*

- (d) Proposals for a one unit dwelling on lots that cannot reasonably meet the zone requirements in accordance with policy 3.5.18 of the Municipal Planning Strategy.*

### 7.2 Enabling Policy

Policy 3.5.18 of the Municipal Planning Strategy ('MPS') enables Council to consider entering into a development agreement to permit the development of one unit dwellings on lots where the dwelling cannot meet the required lot standards of the Tidal Shoreline (T1) Zone. The policy states:

*Council shall*

**Policy 3.5.18** *consider only by development agreement proposals for one unit dwellings on lots where a single unit dwelling cannot reasonably meet the required lot standards or yards within the Tidal Shoreland (T1) Zone. In evaluating such development agreements Council shall be satisfied that the proposal:*

- (a) maximizes the setback from the marine coast;*

Within the Tidal Shoreland (T1) Zone, properties with marine shoreline frontage are required to maintain a 75-foot setback from the marine shoreline. The subject property does not have direct marine shoreline frontage and is not subject to the 75-foot setback requirement. However, the building on the property is set back approximately 90 feet from the top of the bank of the Bay of Fundy, exceeding the 75-foot setback requirement applied to waterfront lots within the T1 and T2 Zones. As the building exceeds this requirement, and as the building already exists, Staff are of the opinion that no additional setback is necessary.

*(b) provides a survey of the top and toe of the bank existing at the time of consideration of the development agreement, and includes the survey in the development agreement application; and*

Not applicable as the property is not a waterfront lot.

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

This is discussed in section 7.4 of this report and reviewed in detail in Appendix C.

### **7.3 Supporting Policies**

Section 1.1 of the Municipal Planning Strategy includes various theme-based vision statements that inform goals, objectives, and policies throughout the document. One of the vision statements related to the theme of settlement states, *“Enable and encourage a diversity of housing throughout the region.”* Although the given proposal is for a one unit dwelling, it would still be consistent with the overall objective to promote housing and housing diversity in the region.

The property is located within a Rural Area. Section 2.2 of the Municipal Planning Strategy includes the goal, objectives, and policies relating to Rural Areas. The proposal aligns with the transportation objective of the section, which states, *“To use the existing rural road network efficiently and provide opportunities for recreational trails.”* By making use of West Halls Harbour Road, the one unit dwelling would utilise an existing transportation route.

Within the Rural Area, the property is located within the Shoreland Designation and is zoned Tidal Shoreland (T1). The goal of the Shoreland Designation states *“To identify lands where limited shoreland development is appropriate and to minimize the impacts of that development and the natural environment on each other,”* and the settlement objective further states *“To provide limited development opportunities in shoreland areas.”* The proposal would be consistent with this goal and objective, since it involves converting an existing building without introducing new development, and is for a low-impact use. Further to this, the proposal will also be consistent with the intent of the Tidal Shoreland (T1), which states as follows:

*Council shall:*

**Policy 3.5.2** *establish the following Shoreland Zones in the Land Use By-law:*

*(c) Tidal Shoreland (T1): lands within this zone are intended to provide pockets of concentrated opportunity for residential development along the marine coast, and institute controls intended to protect development from coastal hazards*

The proposed one unit dwelling would be consistent with the above intent to provide residential development opportunities along the marine coast. As for controls, as explained previously, the LUB requires buildings to be setback a minimum of 75 feet from the marine shoreline for properties with marine shoreline frontage. Although the 75-foot requirement does not apply to the property, the building is set back approximately 90 feet from the shoreline, exceeding this requirement.

#### **7.4 General Policies**

Section 5.3.7 of the Municipal Planning Strategy (By-law #105) contains various criteria to be used when assessing a planning application. 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. There are no costs to the Municipality because of the proposed development, and the development is compatible with the surrounding land uses. There are no concerns regarding traffic hazards/ congestion or pollution. These criteria are reviewed in detail in Appendix C.

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

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

- Enables a one unit dwelling within the existing building.
- Enables replacement of the one unit dwelling, subject to the condition that the building be rebuilt within the property boundaries, adhering to specified setbacks

### **9. CONCLUSION**

The proposed one unit dwelling is in keeping with the intent of the Municipal Planning Strategy, including the general criteria for all development agreements. As a result, Staff are forwarding a positive recommendation to the Planning Advisory Committee.

### **10. APPENDICES**

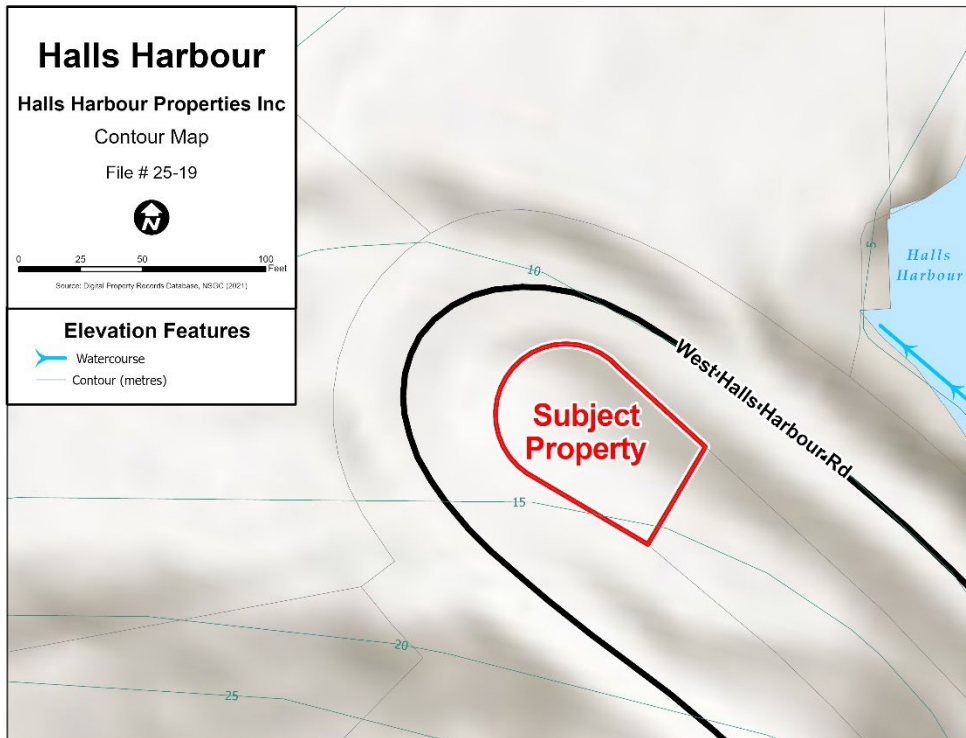
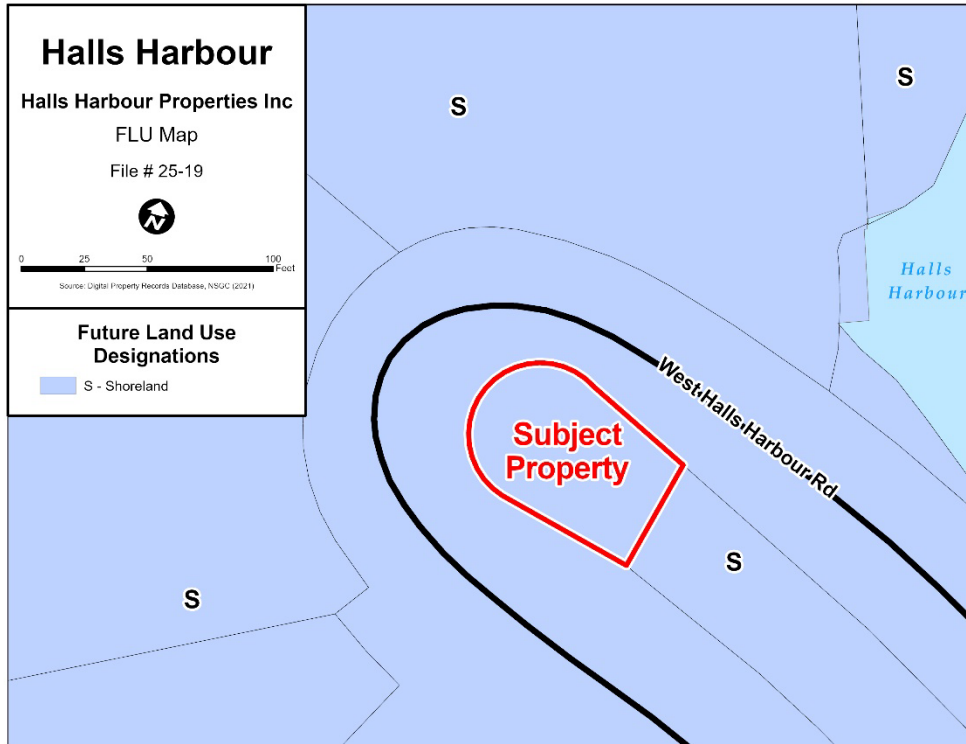
**Appendix A – Future Land Use Map and Hydrologic and Contour Map**

**Appendix B – Photographs of the Subject Property and Neighbouring Areas**

**Appendix C – General Criteria for Development Agreements and Amending the Land Use By-Law**

**Appendix D - Draft Development Agreement**

**Appendix A**  
**Future Land Use Map and Hydrologic and Contour Map**



**Appendix B**  
**Photographs of the Subject Property and Neighbouring Areas**



Neighbouring property to the southeast



Subject property, existing building and driveway



Neighbouring property to the north



Neighbouring property to the northwest



Subject property and building

**Appendix C**  
**General Criteria**

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:*

<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 Municipal Planning Strategy 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 proposal 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 proposed one unit dwelling will be compatible with the surrounding uses, which include residential uses, tourist accommodations and commercial uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	The area includes a community hall and is within proximity to the Bay of Fundy. The nearest schools are located in Canning. As this proposal is for a one unit dwelling, Staff expect that the recreational and educational facilities are adequate to accommodate this proposal.
<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 NS Department of Public Works has confirmed the adequacy of road network and did not indicate any concerns regarding traffic hazards or congestion.
<i>v. the adequacy of fire protection services and equipment;</i>	The Halls Harbour Fire Department has indicated that fire services and equipment are adequate to serve the proposal.
<i>vi. the adequacy of sewer and water services;</i>	The property is served by on-site sewer and water systems. The property owner will be responsible for ensuring these services meet provincial requirements.

<p><i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i></p>	<p>No issues with the existing drainage have been raised. Staff do not anticipate drainage issues as no change to the footprint is occurring.</p>
<p><i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i></p>	<p>The property is not located within any identified wellfield protection overlay.</p>
<p><i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i></p>	<p>Staff do not anticipate any issues as no additional development is permitted.</p>
<p><i>x. negative impacts on lake water quality or nearby wetlands;</i></p>	<p>The property is not located within proximity to any lakes or wetlands.</p>
<p><i>xi. negative impacts on neighbouring farm operations;</i></p>	<p>There are no farms in proximity to the subject property.</p>
<p><i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i></p>	<p>No new development is permitted on the property. The development agreement seeks to permit a one unit dwelling within an existing building that has existed on the property for many years.</p>

## Appendix D

### Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

**HALLS HARBOUR PROPERTIES INC.**, of Billtown, 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 55041073; and

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

WHEREAS the Property is situated within an area designated Shoreland on the Future Land Use Map of the Municipal Planning Strategy, and zoned Tidal Shoreland (T1) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.5.18 of the Municipal Planning Strategy and section 9.5.5 (d) 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 114 of the Municipality, approved January 14, 2026, 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.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

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

- a.     a one unit dwelling within the building labelled as “*DWELLING CIVIC 1138*” 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. For clarity, no accessory uses or structures shall be permitted on the property.

### **2.2 Replacement**

Should the one unit dwelling enabled in section 2.1 be destroyed, the building shall be permitted to be rebuilt with similar dimensions such that the new building is entirely contained within the property boundaries. The boundary of the property abutting the neighbouring PID 55041081 shall be considered the side lot line, and the side setback requirements of the underlying zone shall

apply. The remaining boundary bordering West Halls Harbour Road is exempt from setback requirements, pending approval from the Nova Scotia Department of Public Works. The height requirements of the underlying zone shall apply.

### **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.

### **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 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.

### **2.6 Lighting**

The Property Owner shall ensure that any exterior lights used for illumination of the Property shall be arranged so as to divert light downwards and 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.

### **2.8 Fire Pits**

Fire pits on the property shall be in compliance with By-law 63: Open Burning and Smoke Control By-Law of the Municipality, as amended and replaced from time to time, and any other applicable provincial regulations. The property owner shall make sure that visitors are aware of the applicable regulations.

## **PART 3 CHANGES AND DISCHARGE**

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

**3.2** The following matters are substantive matters

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

- 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 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 (CAO) 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 the receipt of approval by the Chief Administrative Officer to give such Notice:
- (a) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of the Chief Administrative Officer on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
  - (b) 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** This Agreement may be discharged 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 (CAO) 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 Record Drawings**

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 permits for uses enabled by this Agreement in section 2.1. shall be obtained 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 in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Property Owner.
- (c) Upon the written request of the Property Owner, the Development Officer, at their sole discretion, may grant an extension for a period of time they deem appropriate.
- (d) The Property Owner shall be in complete compliance with all other provisions of this Agreement within six (6) months of receiving an approval to occupy from the building official with a final inspection, for the uses enabled by this Agreement in section 2.1.

## **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.

### **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 Owner 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.

#### **5.6 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*.

#### **5.7 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.

#### **5.8 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.

## **5.9 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.

## **5.10 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.

## **5.11 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 on that behalf, in the presence of:

**MUNICIPALITY OF THE COUNTY OF KINGS**

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Witness

---

David L. Corkum, Mayor

---

Date

---

Witness

---

Janny Postema, Municipal Clerk

---

Date

SIGNED, SEALED AND DELIVERED

**HALLS HARBOUR PROPERTIES INC.**

In the presence of:

\_\_\_\_\_

Witness

\_\_\_\_\_

Logan Morse (Halls Harbour Properties Inc.)

\_\_\_\_\_

Date

\_\_\_\_\_

Witness

\_\_\_\_\_

Timothy Greer (Halls Harbour Properties Inc.)

\_\_\_\_\_

Date

**Schedule A – Property Description**  
***[Source: Property Online, accessed on October 23, 2025]***

PID #: 55041073

ALL that certain lot, piece or parcel of land situate, lying and being at Halls Harbour in Cornwallis, in the County of Kings and Province of Nova Scotia, described as follows:

BEGINNING at the road on the West side of Halls Harbour leading from Halls Harbour Creek at a two pronged dry spruce stub or tree;

THENCE Southerly 55 feet to a stake;

THENCE Southerly and Westerly in range for the uppermost post in the painted fence now or formerly of Messrs Illsleys until it strikes the road, being about 40 feet;

THENCE Northerly and Easterly by said road to the place of BEGINNING.

Containing 12 rods, more or less.

BEING Lot 2 in a Warranty Deed recorded at the Kings County Registry of Deeds in Book 114 at Page 513. SAVING AND EXCEPTING any lands conveyed to Her Majesty the Queen for the widening of the West Halls Harbour Road as described in Book 301 at Page 303.

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

Compliance:

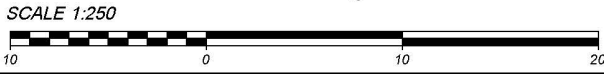
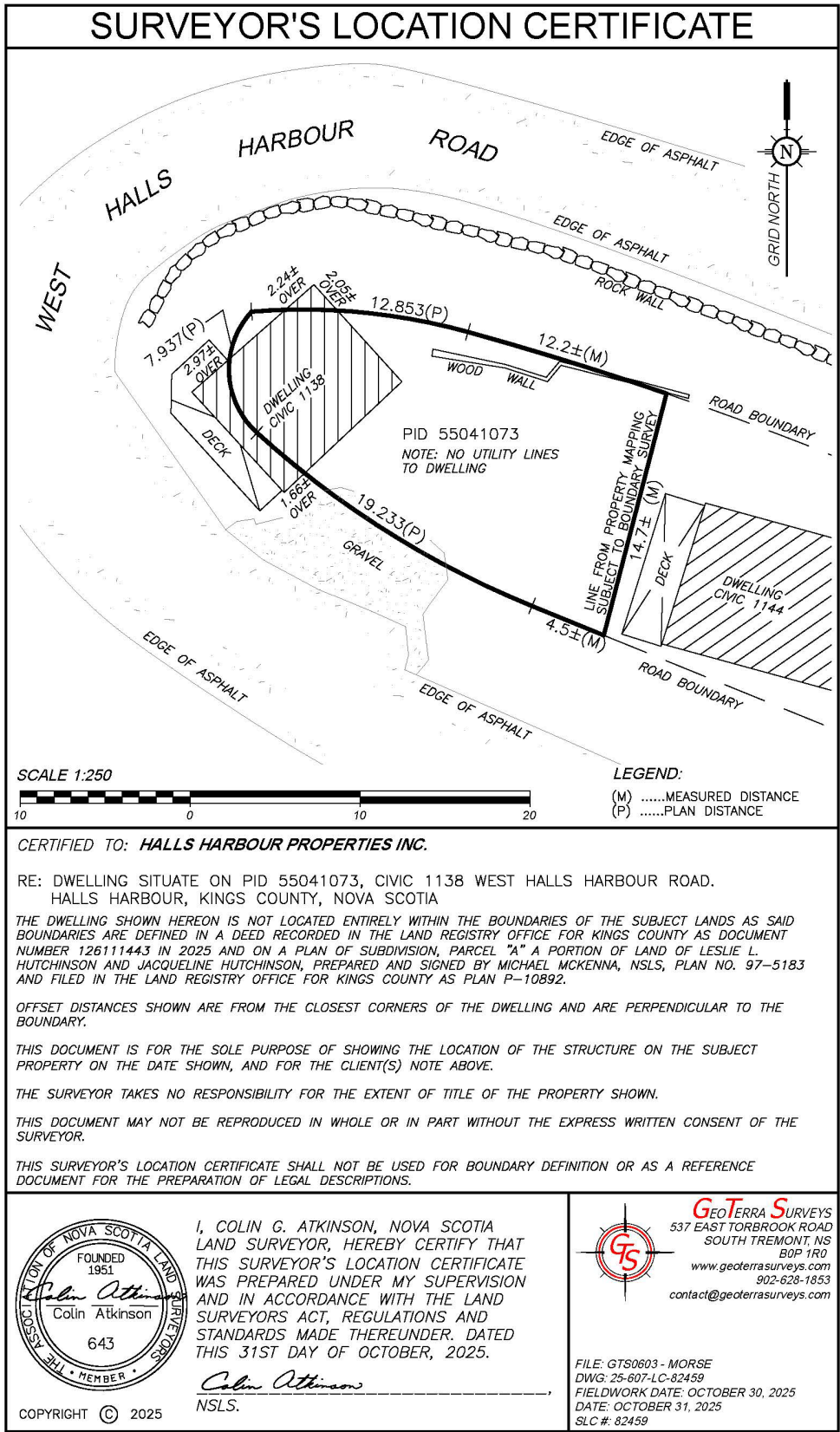
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 1997

Plan or Document Number: P10892

Schedule A – Site Plan



CERTIFIED TO: **HALLS HARBOUR PROPERTIES INC.**

RE: DWELLING SITUATE ON PID 55041073, CIVIC 1138 WEST HALLS HARBOUR ROAD.  
HALLS HARBOUR, KINGS COUNTY, NOVA SCOTIA

THE DWELLING SHOWN HEREON IS NOT LOCATED ENTIRELY WITHIN THE BOUNDARIES OF THE SUBJECT LANDS AS SAID BOUNDARIES ARE DEFINED IN A DEED RECORDED IN THE LAND REGISTRY OFFICE FOR KINGS COUNTY AS DOCUMENT NUMBER 126111443 IN 2025 AND ON A PLAN OF SUBDIVISION, PARCEL "A" A PORTION OF LAND OF LESLIE L. HUTCHINSON AND JACQUELINE HUTCHINSON, PREPARED AND SIGNED BY MICHAEL MCKENNA, NSLS, PLAN NO. 97-5183 AND FILED IN THE LAND REGISTRY OFFICE FOR KINGS COUNTY AS PLAN P-10892.

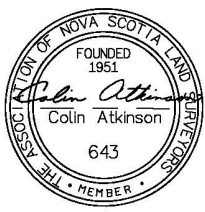
OFFSET DISTANCES SHOWN ARE FROM THE CLOSEST CORNERS OF THE DWELLING AND ARE PERPENDICULAR TO THE BOUNDARY.

THIS DOCUMENT IS FOR THE SOLE PURPOSE OF SHOWING THE LOCATION OF THE STRUCTURE ON THE SUBJECT PROPERTY ON THE DATE SHOWN, AND FOR THE CLIENT(S) NOTE ABOVE.

THE SURVEYOR TAKES NO RESPONSIBILITY FOR THE EXTENT OF TITLE OF THE PROPERTY SHOWN.

THIS DOCUMENT MAY NOT BE REPRODUCED IN WHOLE OR IN PART WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SURVEYOR.

THIS SURVEYOR'S LOCATION CERTIFICATE SHALL NOT BE USED FOR BOUNDARY DEFINITION OR AS A REFERENCE DOCUMENT FOR THE PREPARATION OF LEGAL DESCRIPTIONS.



I, COLIN G. ATKINSON, NOVA SCOTIA LAND SURVEYOR, HEREBY CERTIFY THAT THIS SURVEYOR'S LOCATION CERTIFICATE WAS PREPARED UNDER MY SUPERVISION AND IN ACCORDANCE WITH THE LAND SURVEYORS ACT, REGULATIONS AND STANDARDS MADE THEREUNDER. DATED THIS 31ST DAY OF OCTOBER, 2025.

*Colin Atkinson*  
NSLS.

**GEOTERRA SURVEYS**  
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SOUTH TREMONT, NS  
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contact@geoterrasurveys.com

FILE: GTS0603 - MORSE  
DWG: 25-607-LC-82459  
FIELDWORK DATE: OCTOBER 30, 2025  
DATE: OCTOBER 31, 2025  
SLC #: 82459