



PUBLIC HEARING

TUESDAY, MAY 7, 2019

6:00 P.M.

Council Chambers

AGENDA

- | | <u>Page</u> |
|--|-------------|
| 1. Call Meeting to Order | |
| 2. Proposed development agreement to permit a tourist commercial facility for lodging and ancillary event venue.
File 18-20 (Will Robinson-Mushkat) | 3 |
| 3. Proposed development agreement to permit the expansion of an existing gas station at 8981 Commercial Street, New Minas.
File 18-22 (Will Robinson-Mushkat) | 17 |
| 4. Adjournment | |

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THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Development Agreement
Application for a development agreement to permit tourist accommodations, and an accessory event venue at 1636 Bishopville Road, (PID 55511257) Bishopville
File: 18-20 (Elizabeth and Robert Pearce, Sadie Belle Farm)

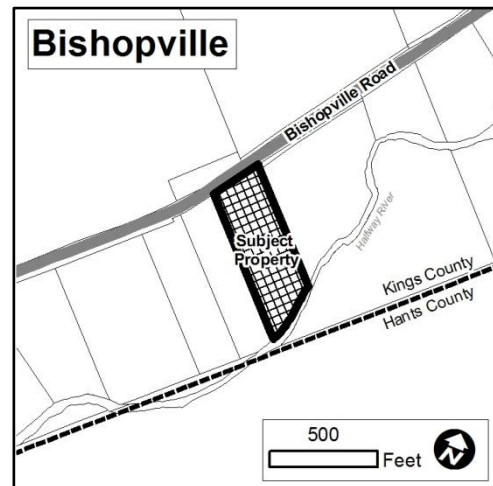
From: Planning and Development Services

Date: May 7, 2019

Background

Elizabeth and Robert Pearce have applied for a development agreement to allow for a tourist commercial facility consisting of lodging and accessory event venue on their property located at 1636 Bishopville Road, Bishopville. They intend to run the tourist commercial facility for lodging from their existing home and the accessory event venue out of the existing barn, for which additions have been made without permits, located on the subject property.

The application and staff report were reviewed by the Planning Advisory Committee on March 12th, 2019. At this meeting the PAC forwarded a positive recommendation to Council.



On April 2nd, 2019 Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

Public Hearing

At this Public Hearing members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the development agreement by giving it Final Consideration at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period will begin.

Appendix A – Draft Development Agreement

THIS DEVELOPMENT AGREEMENT made this ____ day of _____, A.D., 2019

BETWEEN:

Joyce Elizabeth Pearce, of Bishopville, 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 Kentville, 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 55511257; and

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

WHEREAS the Property is situated within an area designated Forestry on the Future Land Use Map of the Municipal Planning Strategy, and zoned Forestry (F1); and

WHEREAS Policy 4.4.8.5 and Policy 6.3.2.1 of the Municipal Planning Strategy and Clause 5.4.1 of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on **[Insert Date]**, 2019, approved this Development Agreement;

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A	Property Description
Schedule B	Site Plan

1.2 Municipal Planning Strategy and Land Use Bylaw

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved September 5, 1995, as amended, or successor bylaws.

1.3 Definitions

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the Land Use Bylaw. Words not defined in the Land Use Bylaw but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Development Envelope* means the portion of the Property within which the development may take place.
- (c) *Event Venue* means a building used for the hosting of weddings, conferences, galas, and other similar events. Such uses may include an area for catering preparation and storage, but may not contain a commercial kitchen for cooking. The indoor Event Venue may also include the outdoor use of an attached deck or area adjacent to the building. For greater clarity, this definition does not include a restaurant serving the traveling public.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Site Plans

The Property Owner shall develop and use the lands in general conformance with the Site Plan attached as Schedule 'B' to this Agreement.

2.2 Use

2.2.1 The Property Owner's use of the Property shall be limited to:

- (a) tourist commercial uses wholly contained on the site, consisting of one or more of the following uses and in accordance with the terms of this Agreement:
 - i. Tourist Commercial Facilities for Lodging contained within the existing residential dwelling and containing no more than three (3) guest rooms, subject to the provisions of the Land Use Bylaw;
 - ii. An Event Venue accessory to the Tourist Commercial Facility for Lodging within the existing barn as identified on Schedule B - Site Plan.

2.2.2 Uses that are permitted by the underlying zoning pursuant to the Land Use By-Law, as may be amended from time to time.

2.2.3 Except as otherwise provided in this Agreement, the provisions of the Land Use Bylaw, as may be amended from time to time, apply to any development undertaken pursuant to this Agreement.

2.3 Signs

- (a) The total sign area of a ground sign shall not exceed 24 square feet on either side and may have a maximum height of 12 feet;
- (b) The total sign area of a facial sign shall not exceed 16 square feet;
- (c) Internally illuminated signs are prohibited;
- (d) The Property Owner shall obtain a development permit from the Development Officer prior to the erection or installation of any sign; and
- (e) In all other respects, the provisions of the Land Use Bylaw pertaining to signs are applicable.

2.4 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.

2.5 Lighting

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

2.6 Parking

The Property Owner shall meet the following criteria and standards for parking and shall locate all parking in general conformance with Schedule B:

- (a) Parking spaces shall be provided at the following rates:
 - i. one space for each guest room within the Tourist Commercial Facility for Lodging; and
 - ii. a maximum of 70 parking spaces for the Event Venue as indicated on the site plan, schedule B.
- (b) The parking area shall be maintained with a stable surface.

2.7 Access and Egress

- (a) Vehicle access and egress shall be in general conformance with Schedule B.
- (b) The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, before receiving any development or building permits for uses permitted by this Agreement.
- (c) Road access points shall comply with the *National Building Code*, Part 3, Fire Truck Access Route.

2.8 Architectural Design

Construction and any subsequent alterations of a proposed structure or structures shall be constructed in a manner which is architecturally compatible with other buildings in the surrounding area. Construction of all buildings shall feature a pitched roof and use natural cladding materials including, but not limited to, wood, stone, stucco or brick.

2.9 Buffering

The Property Owner shall provide buffering on the Property in the following locations:

- (a) the area located along the western property line in proximity to the parking area, being no less than 30 feet in width, shall be maintained in a natural vegetated state;
- (b) the area located along the eastern property line in proximity to the parking area, being no less than 30 feet in width, shall be maintained in a natural vegetative state.

If vegetation acting as a buffer is removed by the property owner for any reason the Property Owner shall replace it with vegetation or an opaque fence having a height of 6 feet. Replacement vegetation shall consist of at least 50% coniferous trees, initially be at least four (4) feet in height and capable of growing to at least six (6) feet in height, planted in intervals of 12 feet and the replacement buffer shall be 50 feet in width. The replacement vegetation or fence shall be completed within 1 month of the destruction or removal of the existing vegetation or, if in the off-season, before the first event of the calendar year.

2.10 Servicing

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

2.11 Hours of Operation

The hours of operation for the Event Venue permitted in Section 2.2.1 (a) ii. of this Agreement shall be between the hours of 7:00 a.m. and 11:00 p.m. Sunday through Thursday, inclusive, except when a Sunday precedes a holiday Monday when the hours of operation shall be between the hours of 7:00 a.m. and 12:00 a.m. Hours of operation on Fridays and Saturdays shall be between the hours of 7:00 a.m. and 12:00 a.m.

2.12 Erosion and Sedimentation Control

During any site preparation or construction 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.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.2, Use, of this Agreement; unless a new development agreement is entered into with the Municipality or this Agreement is amended.

3.2 Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.

3.3 The following matters are substantive matters:

- (a) Changes to the uses permitted on the property by Section 2.2 of this Agreement; and
- (b) Changes to or substitution of the Site Plan contained in Schedule 'B' of this Agreement;
- (c) Expansion of the gross floor area of the Event Venue;
- (d) Subdivision of the property.

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

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

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

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

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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

4.2 Expiry Date

The Property Owner shall sign this Agreement within 180 calendar days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void.

PART 5 COMPLIANCE

5.1 Compliance With Other Bylaws and Regulations

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

5.2 Municipal Responsibility

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

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

5.4 Costs

The Property Owner is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable.

5.5 Full Agreement

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

5.6 Severability of Provisions

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

5.7 Interpretation

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

5.8 Breach of Terms or Conditions

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

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

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Witness

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Joyce Elizabeth Pearce

Schedule 'A'
Property Description

Copied from Property Online on January 16, 2019

PID 55511257

Registration County: KINGS COUNTY

Street/Place Name: BISHOPVILLE ROAD /BISHOPVILLE

Title of Plan: PLAN OF SUBDIVISION LOT SP-1 & LOT SP-2 LANDS DEVISED TO JOHN W
PAYZANT LOT CP-2 LANDS OF JOHN W PAYZANT BISHOPVILLE

Designation of Parcel on Plan: LOT SP-2

Registration Number of Plan: 98727622

Registration Date of Plan: 2011-07-18 10:01:15

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

Compliance:

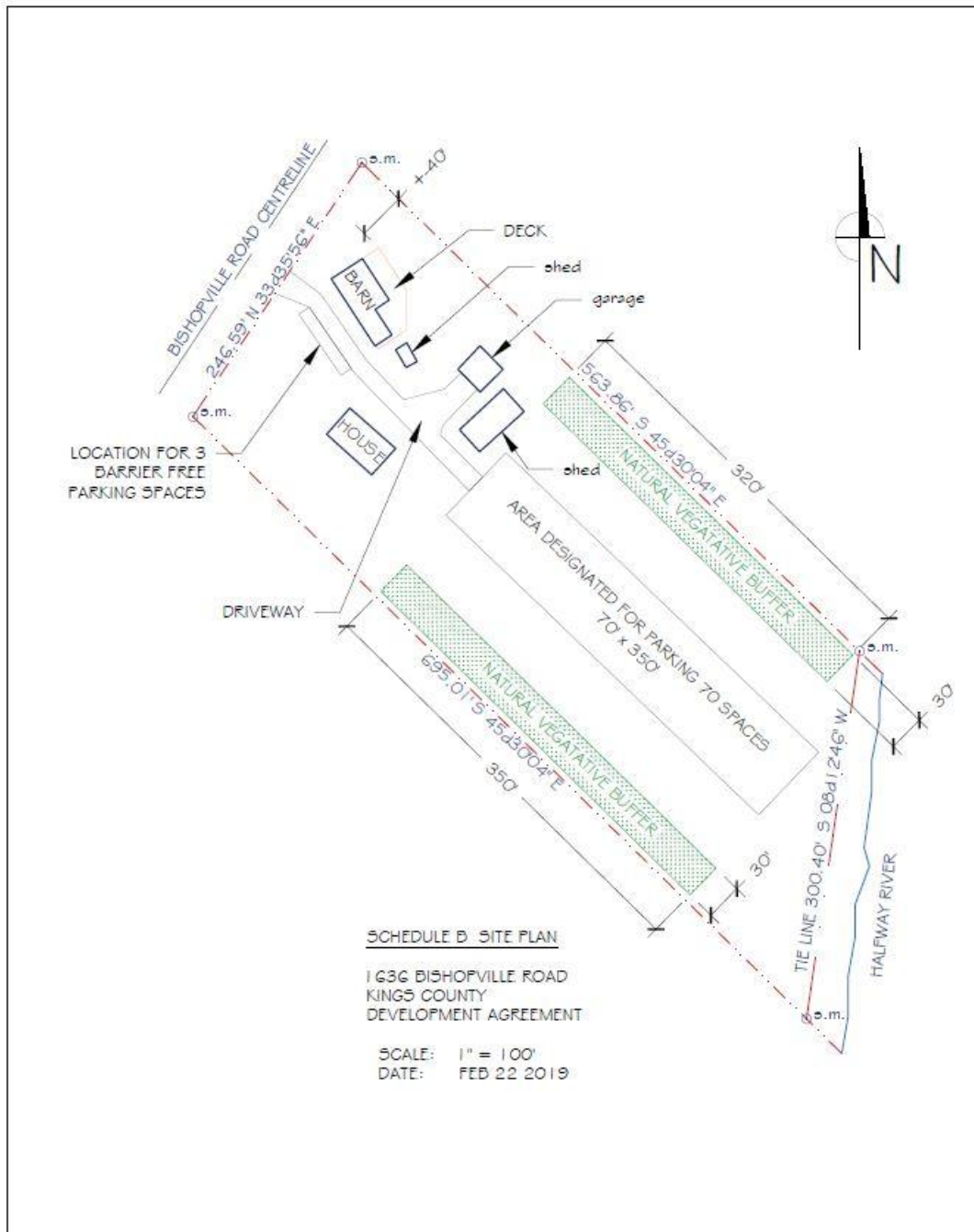
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 2011

Plan or Document Number: 98727622

Schedule 'B' Site Plan



AFFIDAVIT OF CLERK, MUNICIPALITY OF THE COUNTY OF KINGS

I, Janny Postema of Canning, Kings County, Nova Scotia make oath and swear that:

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

SWORN TO at Kentville, in Kings County,)
Nova Scotia, on _____ (date),)
before me:)
)
) _____ (signature))
) Janny Postema, Clerk)
)
) _____ (signature))
)
) _____ (name))
A BARRISTER/COMMISSIONER OF)
THE SUPREME COURT OF NOVA SCOTIA)

I CERTIFY that on this date Janny Postema personally came before me and swore under oath the foregoing Affidavit.

_____ (signature)

_____ (name)
A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

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THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Development Agreement

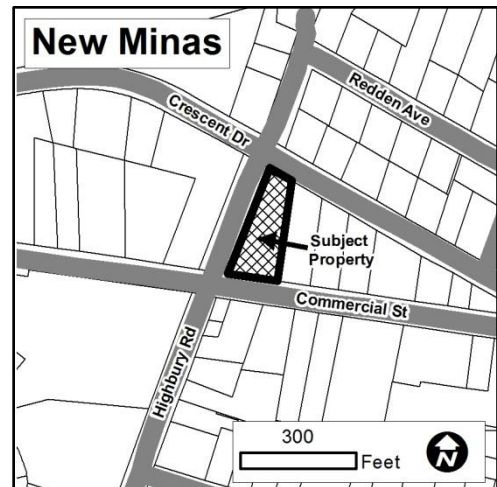
Application to enter into a development agreement to permit the expansion of a non-conforming use at 8981 Commercial Street (PID# 55210108), New Minas, NS
File: 18-22 (Jeff Doucette, Mel's Enterprises Inc.)

From: Planning and Development Services

Date: May 7, 2019

Background

Mr. Jeff Doucette of Mel's Enterprises Inc. has applied for a development agreement to permit the expansion of a non-conforming use located at 8981 Commercial Street, New Minas. The intention is to replace the existing underground petroleum tanks with new, larger tanks in a different location on the subject property. The applicant also intends to renovate the interior and exterior of the store and restaurant components of the convenience store and gas bar. The applicants are also intending to re-establish the restaurant and drive-through on the property.



The application and staff report were reviewed by the Planning Advisory Committee on March 12th, 2019. At this meeting the PAC forwarded a positive recommendation to Council.

On April 2nd, 2019 Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

Public Hearing

At this Public Hearing members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the development agreement by giving it Final Consideration at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of

Passing will be published in the local paper, at which time a 14 day appeal period will begin.

APPENDIX C – Draft Development Agreement

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

BETWEEN:

Mel's Enterprises Inc., of Charlottetown, Prince Edward Island, 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 Kentville, 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 55210108; and

WHEREAS the Property Owner wishes to use the Property for a Gas Bar, Retail Store and Restaurant; and

WHEREAS the Property is situated within an area designated Business on the Future Land Use Map of the New Minas Sector Plan, and zoned Major Commercial I (C1) on the Zoning Map of the New Minas Land Use Bylaw and within Wellfield Protection Zone C; and

WHEREAS policy 2.10.3.3 of the New Minas Sector Plan and section 3.1.33 d. of the New Minas Land Use Bylaw provide that the proposed use may be expanded only if authorized by development agreement; and

WHEREAS the Property Owner has requested that the Municipality of the County of Kings enter into this development agreement pursuant to Section 225 of the Municipal Government Act so that the Property Owner may develop and use the Property in the manner specified; and

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on **date**, 2019, 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
Schedule C	Conceptual Drawing

1.2 Municipal Planning Strategy, Land Use Bylaw and Subdivision Bylaw

- (a) *New Minas Sector Plan* means Bylaw 42 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (b) *New Minas Land Use Bylaw* means Bylaw 57 of the Municipality, approved on June 17, 1979, as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on October 26, 1995, as amended, or successor by-laws.

1.3 Definitions

Unless otherwise defined in this Agreement, all words used herein shall have the same meaning as defined in the New Minas Land Use Bylaw. Words not defined in the New Minas Land Use Bylaw but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Access and Traffic Aisles* means the vehicular access (ingress and egress) from the property to a public road as well as on-site access to parking areas.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The use of the Property shall be limited to:

- (a) The replacement and expansion of the bulk storage of petroleum fuel tank(s) serving the gas bar with a total maximum capacity of 110,000 litres;
- (b) Those uses permitted by the underlying zone and applicable sections in the New Minas Land Use Bylaw.

2.2 Site Plan

The existing lot conditions such as, but not limited to, parking, setbacks, and access, as shown on the site plan attached as Schedule B are approved for the uses occurring on the lot (Gas Bar with accessory Retail Store and accessory Drive-In Restaurant) and the expansion enabled by this Development Agreement. The use of the lot shall continue in general conformance with Schedule B – Site Plan.

2.3 Development Standards

Any further development or change of use shall be in conformance with the underlying zone and the applicable sections in the New Minas Land Use Bylaw.

2.4 Architecture

The commercial building shall be renovated appear generally as shown in Schedule C - Conceptual Drawing.

2.5 Subdivision

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

2.6 Buffering and Landscaping

New vegetation consisting of at least 50% shrubbery, with the ability to grow to a maximum height of two (2) feet above the grade of the street, and shall be planted along the portion of the western property line in the area indicated as "concrete curbs gravel" as well as along a portion of the property line along Commercial Street as indicated on Schedule B, Site Plan.

2.7 Appearance of Property

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

2.8 Lighting

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

2.9 Outdoor Storage

Outdoor storage on the Property is not permitted and the Property Owner shall ensure that any storage of waste is within building(s), or other suitable receptacle(s) that do not compromise driveways, parking areas or safety.

2.10 Parking

The Property Owner shall provide on-site parking as per the site plan, Schedule B.

2.11 Erosion and Sedimentation Control and Drainage

- (a) During any site preparation, construction, or the removal and replacement of underground fuel tanks all exposed soil shall be stabilized immediately according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.
- (b) Adequate measures shall be taken by the Property Owner to contain within the site all silt and sediment created during construction according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents.

2.12 Servicing

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

PART 3 CHANGES AND DISCHARGE

- 3.1 The Property Owner shall not vary or change the use of the Property, from that provided for in Section 2.1 of this Agreement, unless a new Agreement is entered into with the Municipality or this Agreement is amended.
- 3.2 Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3 The following matters are substantive matters:
 - (a) the uses permitted on the property as listed in Section 2.1 of this Agreement;
 - (b) development generally not in accordance with Schedule B, Site Plan, except as provided for in section 2.3 of this Agreement.
- 3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a public hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use may be commenced on the Property for a use enabled by this Agreement 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 the development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

4.3 Completion and Expiry Date

- (a) The Property Owner shall sign this Agreement within 120 calendar days of the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void.
- (b) The Property Owner shall be in complete compliance with the Buffering and Landscaping provisions of this Agreement within one year of receiving a Development Permit for the renovations to the existing building.

PART 5 COMPLIANCE

5.1 Compliance With Other Bylaws and Regulations

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

5.2 Municipal Responsibility

The Municipality does not make any representations to the Property Owner about the suitability of the Property for the development proposed by this Agreement. The Property owner assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

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

5.4 Costs

The Property Owner is responsible for all costs associated with recording this Agreement in the Land Registration Office.

5.5 Full Agreement

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

5.6 Severability of Provisions

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

5.7 Interpretation

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

5.8 Breach of Terms or Conditions

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

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

IN WITNESS WHEREOF this Agreement was properly executed by the respective parties hereto and is effective as of the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Witness

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

Mel's Enterprises Inc.

Witness

Jeff Doucette, VP Operations

Schedule A – Property Description
Taken from Property Online: February 20th, 2019

Place Name: NEW MINAS, KINGS COUNTY, NOVA SCOTIA

Municipality/County: MUNICIPALITY OF THE COUNTY OF KINGS/KINGS COUNTY

Designation of Parcel on Plan: Lot 1

Title of Plan: PLAN OF PROPOSED SUBDIVISION FOR A.A. TURNER

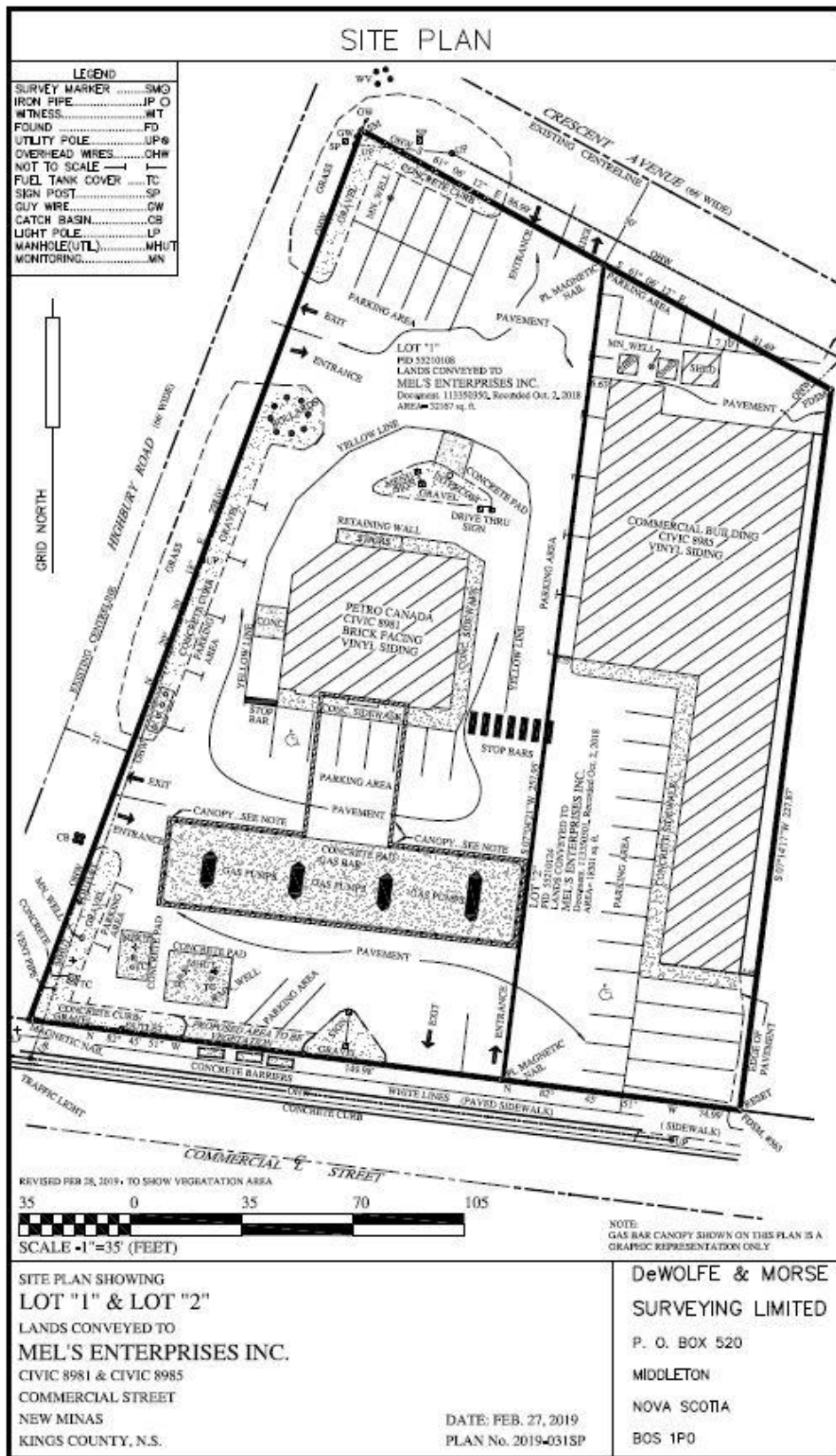
Registration County: KINGS COUNTY

Registration Number of Plan: A-99

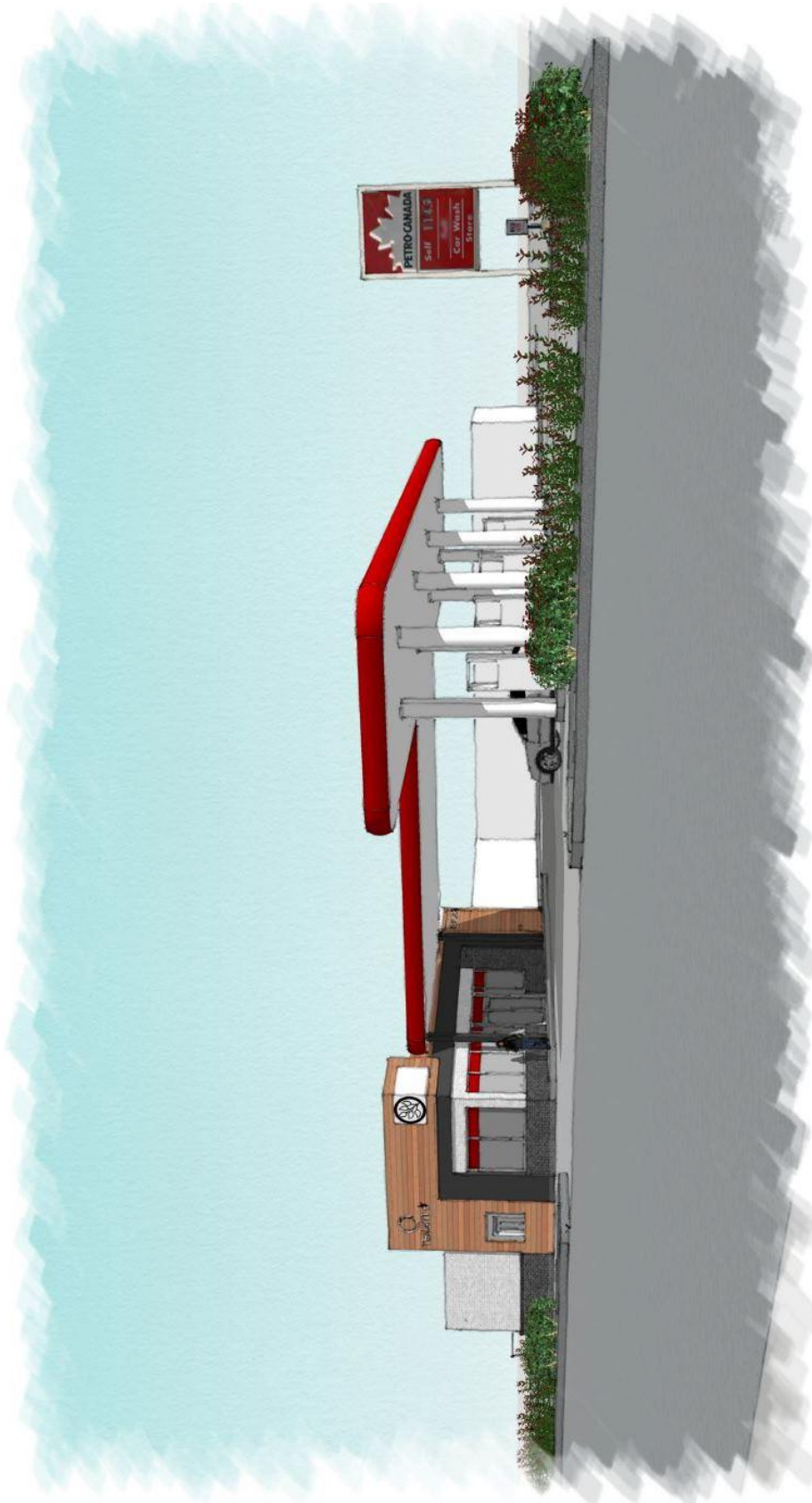
Registration Date of Plan: 1938-11-01

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

Schedule B – Site Plan



Schedule C – Conceptual Drawing



Milne Court Petro Canada - Concept Package
Proposed Building
2018.12.03

ARCHITECTURE + SUSTAINABLE DESIGN
SableARC
STUDIOS

