



PUBLIC HEARING

Tuesday, May 4, 2021

6:00 P.M.

Held Remotely – watch/listen live:

Any interested persons may listen to the meeting online at:

<https://www.countyofkings.ca> Follow the 'Listen Live' links / Icon

Those who wish to submit feedback or seek information are invited to email, call or write to the Manager of Planning and Development Services:

mail: 181 Coldbrook Village Park Dr. Coldbrook B4R 1B9
email: lmosher@countyofkings.ca
telephone 902-690-6102.

Those who wish to register for an invitation to the virtual meeting may do so by contacting caustin@countyofkings.ca

AGENDA

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|---|------|
| 1. Call Meeting to Order | |
| 2. Application to enter into a development agreement to permit additional tourist cabins (File 20-11, Mark Fredericks) | 2 |
| 3. Application to enter into a development agreement on the property at 1017 and 1021 Bluff Road (File 20-13, Laura Mosher) | 11 |
| 4. Adjournment | |

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – DEVELOPMENT AGREEMENT in WALLBROOK**
Application to enter into a development agreement to permit additional
tourist cabins at 850 Grand Pre Road, Walbrook (PID 55235550)
File #20-11 (Applicant Jonathan Stacey – Valley Sky Luxury Camping)

From: Planning and Development

Date: May 4, 2021

Background

Jonathan Stacey has applied to enter into a development agreement on the property at 850 Grand Pre Road, Wallbrook to permit additional tourist cabins on the property to compliment the 2 as-of-right cabins already permitted.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on March 9, 2021. At this meeting the Committee forwarded a positive recommendation to Council.

On April 6, 2021, 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 amendment 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 becomes effective.

Appendix A: Draft Development Agreement

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

BETWEEN:

Jonathan Stacey, owner of **Valley Sky Luxury Camping**, of Wallbrook, Nova Scotia, hereinafter called the "Property Owner",

of the First Part

and

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

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55235550; and

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

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

WHEREAS policies 2.5.13 and 3.6.9 of the Municipal Planning Strategy and section 10.3.5 of the Land Use Bylaw provide that the proposed use may be developed only if authorized by development agreement; and

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

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on **(add date of motion)**, approved this Development Agreement;

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A Property Description

1.2 Municipal Planning Strategy and Land Use By-law

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020 as amended, or successor by-laws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved September 5, 1995, as amended, or successor by-laws.

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tourist cabin* means a rental cabin, yurt, geo dome or one unit dwelling in which accommodation is provided on a short term or temporary basis to the travelling public.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

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

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

2.2 Appearance of Property

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

2.3 Subdivision

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

2.4 Erosion and Sedimentation Control

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

2.5 Lighting

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

2.6 Servicing

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

2.7 Enhanced Buffering

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

2.8 Setbacks

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

PART 3 CHANGES AND DISCHARGE

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

3.2 The following matters are substantive matters:

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

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

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

(a) the road authority for the purpose of creating or expanding a public street over the Property; or

(b) the Municipality for the purpose of creating or expanding open space within the Property;

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

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

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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

4.2 Drawings to be Provided

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

4.3 Completion and Expiry Date

(a) The Property Owner shall sign this Agreement within 120 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the

development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;

- (b) The Developer shall commence construction within ten (10) years of recording this Agreement at the Registry of Deeds.

PART 5 COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

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

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

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

5.5 Costs

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

5.6 Full Agreement

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

5.7 Severability of Provisions

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

5.8 Interpretation

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

5.9 Breach of Terms or Conditions

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

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

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

SIGNED, SEALED AND ATTESTED to be the proper designing officers of the Municipality of the County of Kings, duly authorized in that behalf, in the presence of:		MUNICIPALITY OF THE COUNTY OF KINGS
_____ Witness		_____ Peter Muttart, Mayor
_____ Witness		_____ Janny Postema, Municipal Clerk
SIGNED, SEALED AND DELIVERED In the presence of:		JONATHAN STACEY (PRESIDENT/DIRECTOR OF VALLEY SKY)
_____ Witness		_____ Jonathan Stacey

Witness		Name of Signing Authority

Schedule A – Property Description

PARCEL DESCRIPTION REPORT

2020-08-07 10:18:12

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

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

BOUNDED on the south by Mill Brook;

ON the west by Telegraph Road;

ON the north by land of Arch Vaughan;

ON the east by the Base Line.

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

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

Not Subject To:

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

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – DEVELOPMENT AGREEMENT in LOCKHARTVILLE**
Application to enter into a development agreement on the property at 1017
and 1021 Bluff Road (PID 55225627 and 55513428) to permit an event
venue
File # 20-13

From: Planning and Development Services

Date: May 4, 2021

Background

Raye Myles has applied to enter into a DEVELOPMENT AGREEMENT on the property at 1017 and 1021 Bluff Road, Lockhartville to permit the development of an event venue.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on March 9, 2021. At this meeting, the Committee forwarded a positive recommendation to Council.

On April 6, 2021, 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 amendment 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 becomes effective.

Appendix A

DRAFT DEVELOPMENT AGREEMENT

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

BETWEEN:

Raye Myles, of Bedford, NOVA SCOTIA, hereinafter called the "Property Owner",

of the First Part

and

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

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Properties") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55225627 and PID 55513428; and

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

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

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

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

WHEREAS the Municipality by resolution of Municipal Council passed at a meeting on **(add date of motion)**, approved this Development Agreement;

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A Property Description

Schedule B Site Plan

1.2 Municipal Planning Strategy and Land Use Bylaw

- (a) *Municipal Planning Strategy* means By-law 105 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (b) *Land Use By-law* means By-law 106 of the Municipality, approved on March 5, 2020, as amended, or successor by-laws.
- (c) *Subdivision By-law* means By-law 60 of the Municipality, approved September 5, 1995, as amended, or successor by-laws.

1.3 Definitions

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

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

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

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

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

2.2 Site Plan

- (a) All uses enabled by this Agreement on the Properties shall be developed generally in accordance with Schedule B, Site Plan;
- (b) Any future changes to Schedule B, Site Plan that would result in a change to the access and/or parking configuration must be approved by the Department of Transportation and Infrastructure Renewal or any successor body.

2.3 Parking

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

2.4 Signs

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

2.5 Appearance of Properties

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

2.6 Vegetation

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

2.7 Subdivision

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

2.8 Erosion and Sedimentation Control

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

2.9 Lighting

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

2.10 Hours of Operation

The hours of operation for the Event Venue permitted in Section 2.1 (b) of this Agreement shall be between the hours of 7:00 am and 11:00 pm Sunday through Thursday, inclusive, except when a Sunday precedes a holiday Monday when the hours of operation shall be between the hours of 7:00 am and 12:00 am, inclusive. Hours of operation on Fridays and Saturdays shall be between the hours of 7:00 am and 12:00 am, inclusive.

2.11 Amplified Sound

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

2.12 Servicing

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

PART 3 CHANGES AND DISCHARGE

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

3.2 The following matters are substantive matters

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

- (b) development that would result in any change to Schedule B, Site Plan for uses specifically enabled by this Agreement. Uses and structures permitted by the underlying zoning on the Properties shall not require any amendment to this Agreement.

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

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

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

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

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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

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

4.2 Drawings to be Provided

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

4.3 Completion and Expiry Date

The Property Owner shall sign this Agreement within 90 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;

PART 5 COMPLIANCE

5.1 Compliance With Other Bylaws and Regulations

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

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

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

5.4 Costs

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

5.5 Full Agreement

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

5.6 Severability of Provisions

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

5.7 Interpretation

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

5.8 Breach of Terms or Conditions

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

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

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

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

**MUNICIPALITY OF THE COUNTY
OF KINGS**

Witness

Peter Muttart, Mayor

Witness

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Raye Myles

Schedule A – Property Description

Accessed March 5, 2021

PID 55225627

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

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

NORTHERLY by lands now or formerly of Clarence Fielden;

ON the East by the Avon River, and

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

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

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

Compliance:

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

Registration District: KINGS COUNTY

Registration Year: 1957

Book: 191 Page: 94 Document Number: 3552

PID 55513428

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

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

NORTHERLY by lands now or formerly of Clarence Fielden;

ON the East by the Avon River, and

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

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

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

Compliance:

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

Registration District: KINGS COUNTY

Registration Year: 1957

Book: 191 Page: 94 Document Number: 3552

Schedule B – Site Plan

