



MUNICIPALITY *of the*
COUNTY *of* KINGS

PUBLIC HEARING

Tuesday, June 7, 2022

6:00 P.M.

Council Chambers

The meeting will be held in person in the Council Chambers, 181 Coldbrook Village Park Drive, Coldbrook. Attendees are encouraged to wear masks and practice physical distancing. Members of the public can also listen live by visiting www.countyofkings.ca and following the “Listen Live” link.

AGENDA

	Page
1. Call Meeting to Order	
2. Application to rezone land from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone near Mill Street, Waterville (PID 55520456) (File #22-01, Mark Fredericks)	2
3. Application for a development agreement to permit an addition on a non-conforming dwelling at 331 Tupper Road, North Kentville (PID 55047500) (File #21-26, Mark Fredericks)	4
4. Application to rezone land at 1200 Parkway Drive, Port Williams from the General Commercial (C1) Zone to Light Industrial Commercial (M1) Zone (PID 55479562) (File #21-16, Will Robinson-Mushkat)	14
5. Application to enter into a development agreement to permit tourist commercial uses on Long Beach Road, Baxters Harbour (PID 55010979) (File #21-09, Laura Mosher)	16
6. Adjournment	

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – REZONING in WATERVILLE
Application to rezone land from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone near Mill Street, Waterville
File #22-01 (Applicant – Joe Garber)

From: Planning and Development Division

Date: June 7, 2022

Background

Joe Garber has applied to rezone property near Mill Street from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone. The requested change is to permit a multi unit residential building.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on April 12, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On May 3, 2022 Municipal Council gave First Reading to the proposed REZONING and forwarded it on to this Public Hearing. The proposed REZONING 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 Second Reading 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

Proposed Land Use By-law Map Amendment (By-law 106)

THE MUNICIPALITY OF THE COUNTY OF KINGS

AMENDMENT TO BY-LAW 106 COUNTY OF KINGS LAND USE BY-LAW

Zone Boundary adjustment to rezone PID 55520456 off Mill Street, Waterville, from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 12 Waterville, by adjusting the zone boundary to rezone PID 55520456, from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone, as shown on the inset copy of a portion of Map 12 below.



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – REZONING in WATERVILLE**
Application for a development agreement to permit an addition on a non-conforming dwelling at 331 Tupper Road, North Kentville
File #21-26 (Applicant – Amy Atwell)

From: Planning and Development Division

Date: June 7, 2022

Background

Amy Atwell has applied for a development agreement that would permit an addition on her house at 331 Tupper Road, which is considered a non-conforming dwelling because the house is not on a publicly owned road.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on April 12, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On May 3, 2022 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 becomes effective.

Appendix A

THIS DEVELOPMENT AGREEMENT BETWEEN:

Amy Marie Josephine Atwell of Kentville, Nova Scotia hereinafter called the "Property Owners",

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 55047500; and

WHEREAS the Property Owner wishes to use the Property for a residential dwelling and the ability to expand the existing dwelling.

WHEREAS the Property is situated within an area designated Residential (R) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Residential One and Two Unit (R2) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.0.3 of the Municipal Planning Strategy and section 14.7.5 (a) of the Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

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

WHEREAS the Municipality by resolution of Municipal Council approved this Development Agreement;

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A Property Description

Schedule B Site Plan

1.2 Municipal Planning Strategy and Land Use By-law

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

1.3 Definitions

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

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Uses

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) Building expansion on the rear of the non-conforming dwelling.

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

Nothing in this Agreement serves to remove the non-conforming status of the dwelling.

2.2 Site Plan

- (a) Building expansion enabled by this agreement shall be developed in general conformance with the Site Plan – Schedule B.
- (b) No development permitted on the portion of the property that is south of the right-of-way known as Tupper Road.

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

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 Residential One and Two Unit (R2) Zone.

2.6 Lighting

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

2.7 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 enabled on the property by this Agreement as listed in Section 2.1 (b) of this Agreement;
- 3.3** Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement.
- 3.4** Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over the Property.

Registration of the deed reflecting the conveyance shall be conclusive evidence that that this Agreement shall be discharged as it relates to the public street, as of the date of registration with the Land Registration 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 following the provision of proof of registration of the farming business with Canada Revenue Agency.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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

4.2 Drawings to be Provided

When an engineered design is required for development enabled by this Agreement, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

4.3 Signatures

- (a) 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 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 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
Date:

Witness

Janny Postema, Municipal Clerk
Date:

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Amy Marie Josephine Atwell

Date:

Schedule A – Property Description

(Taken from Property Online – March 2022)

ALL that lot of land situate in Cornwallis, County of Kings and Province of Nova Scotia, and bounded and described as follows:

BEGINNING at an iron stake on the southeast corner of lands owned by Clarence Dill adjoining Sydney Acker and James Dill;

THENCE northerly along lands of Clarence Dill and Frank Carter to an iron stake 594 feet;

THENCE easterly 100 feet along lands of Hilda Moore;

THENCE southerly 450 feet to an iron stake in the centre of a private road along lands of Jacob Corbin;

THENCE westerly 37 one half feet along centre of said road to an iron stake;

THENCE southerly 134 feet to an iron stake on the north side of lands owned by Sydney Acker;

THENCE westerly 75 feet along lands of Sydney Acker to place of BEGINNING.

Burden

SUBJECT TO and easement with Maritime Telegraph Telephone Company Limited registered in the Kings County Registry of Deeds on November 27, 1950 in book 179 at page 117 and more fully described as follows:

Hereby grant, bargain, and sell unto the said Grantee, its successors and assigns that right and authority to construct, reconstruct, operate and maintain its line of telephone and telegraph; consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, across, over and/or under the property which we own or in which we have any interest, in the School Section of Meadow View County of Kings and Province of Nova Scotia, described as follows:

Situate on the southerly side of the Tupper Road and bounded on the westerly side by lands now or formerly owned by Gladys Zwicker and bounded on the easterly side by lands now or formerly by Rupert Buckley, and also upon, along and/or under the roads, street or highways, crossing and/or adjoining the said property in which we have any interest, with the right to have the grantee's employees enter upon the property at any time for the purposes of placing, replacing, maintaining and inspecting its lines and other property; and also the right to cut, keep cut, and remove such trees and brush as the grantee may consider necessary for the erection, maintenance and satisfactory operation of the lines, but in no case beyond a distance of fifty feet from the said lines; and the right to permit the attachment of and/or carry in conduit, wires and cables of any other company, to have and to hold unto the grantee, its successors and assigns forever; reserving unto the grantor, the right of cultivating, tilling and raising industrial crops on such portions of the said lands and premises as are not used by the grantee for the purposes of this grant. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants to and with the grantee, its successors and assigns, that no wire line will be erected or permitted on said property which will interfere with its service or endanger its lines. The grantee covenants, promises and agrees with the grantor that it will at all times compensate the grantor for any damage which the grantee may do to the industrial crops of the grantor in the exercise of its right of entry upon the said lands at any time for the purpose of inspection and maintaining the said lines of telephone and telegraph.

Benefit and Burden

Together with a right-of-way for persons, animals and vehicles, ingress and egress, at all times, over, along and across that certain piece of land situate north of and adjoining the above described lot and extending from the prolongation of the west line of said lot to Exhibition Street (formerly called Tupper Road) and having a width of 14 feet throughout.

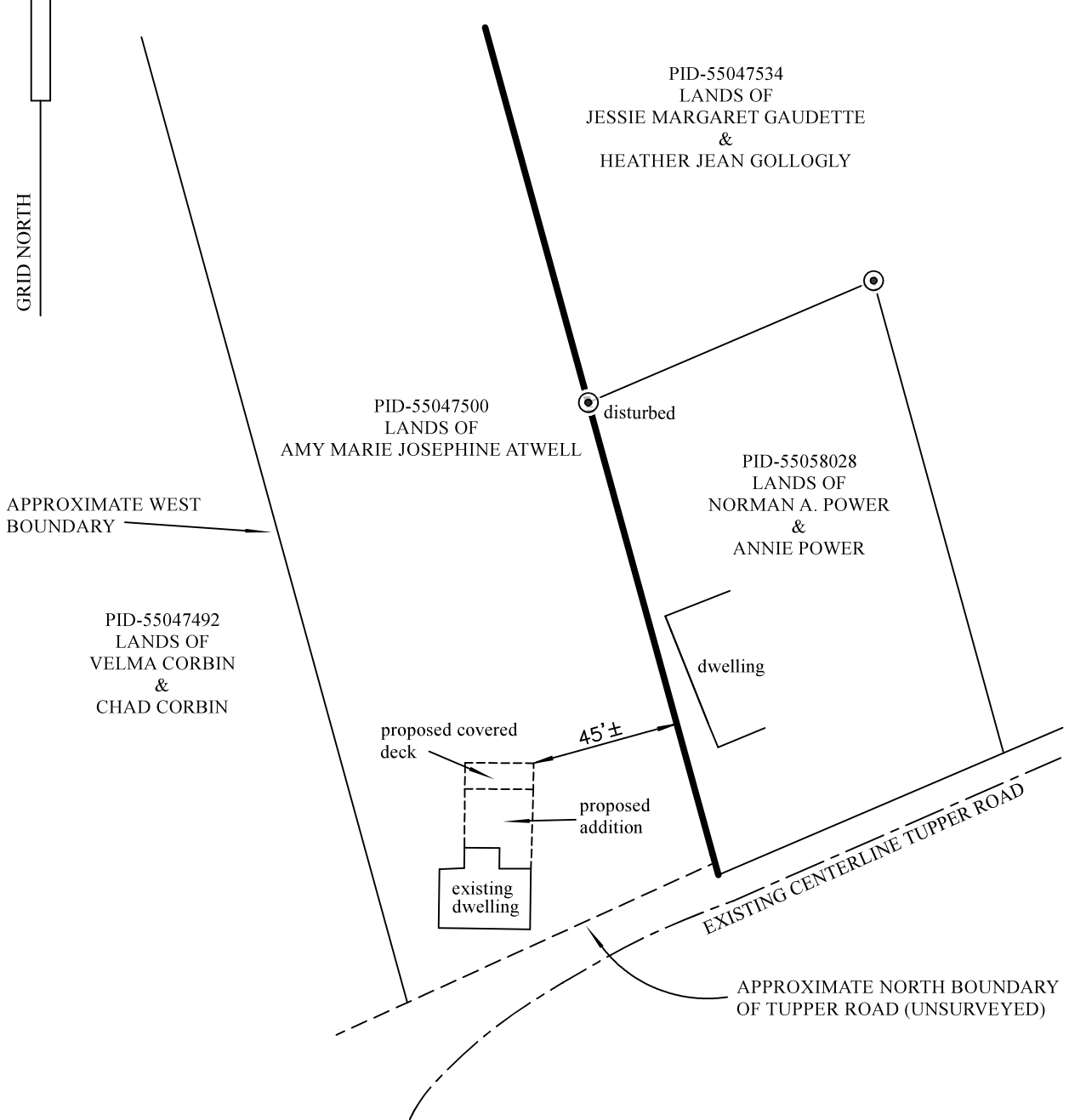
MGA Statement

The description for this parcel originates with a deed dated August 23, 1943, registered in the registration district

of Kings County in book 165 at page 200 and the subdivision is validated by Section 291 of the Municipal Government Act.

DRAFT

SURVEYOR'S LOCATION CERTIFICATE



NOTE: OTHER IMPROVEMENTS AND BUILDINGS MAY EXIST ON THE SUBJECT PARCEL. NO FIELD SURVEY HAS BEEN UNDERTAKEN TO DETERMINE THEIR LOCATION OR TO VERIFY THE EXISTENCE OF ENCROACHMENTS, OTHER THAN THOSE SHOWN.

⊙ = CALCULATED POINT ⊙ = SURVEY MARKER (FOUND) IP (FD) = IRON PIPE (FOUND)
C = CALCULATED D = DEED M = MEASURED P = PLAN — = NOT TO SCALE

- NOTE: 1) THIS SURVEYOR'S LOCATION CERTIFICATE SHALL NOT BE USED FOR BOUNDARY DEFINITION OR AS A REFERENCE DOCUMENT FOR THE PREPARATION OF LEGAL DESCRIPTIONS.
- 2) CLEARANCES ARE DEFINED TO A TOLERANCE OF 3'.
- 3) FIELDWORK WAS PERFORMED ON DECEMBER 20, 2021.
- 4) TIES ARE SHOWN TO SIDING.

SCALE: 1" TO 50'

I, H. Kirk Hicks, Nova Scotia Land Surveyor, hereby certify that this surveyor's location certificate was prepared under my supervision and in accordance with Land Surveyors Act, Regulations and Standards made there under.

DATED DECEMBER 20, 2021

 N.S.L.S.

CERTIFIED TO: AMY MARIE JOSEPHINE ATWELL

RE: LANDS OF
AMY MARIE JOSEPHINE ATWELL
331 TUPPER ROAD
NORTH KENTVILLE
KINGS COUNTY, NOVA SCOTIA

DOCUMENT REFERENCE: REFER TO PROPERTY ON LINE PID-55047500. ALSO, REFER TO PLAN BY H. KIRK HICKS TITLED PLAN SHOWING LANDS OF NORMAN POWER - PARCEL "A" AND LANDS TO BE CONVEYED TO NORMAN POWER - PARCEL "B", TUPPER ROAD, KINGS COUNTY, N. S., DATED DECEMBER 3, 1979, REGISTRY REFERENCE P4111.



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

FILE No. 21-313 SLC 75666

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use By-Law Map Amendment in Port Williams**
Application to rezone the property at 1200 Parkway Drive (PID 55479562), Port Williams, from the General Commercial (C1) Zone to the Light Industrial Commercial (M1) Zone.

File 21-28 (Tyler Fletcher)

From: Planning Staff

Date: June 7, 2022

Background

Tyler Fletcher has applied for a land use by-law map amendment to permit the rezoning of the property at 1200 Parkway Drive (PID 55479562), Port Williams, from the General Commercial (C1) Zone to the Light Industrial Commercial (M1) Zone.

The Port Williams Area Advisory Committee (PWAAC) reviewed the application and staff report on April 7, 2022. At this meeting the PWAAC forwarded a positive recommendation regarding the application to the Planning Advisory Committee.

The Planning Advisory Committee (PAC) reviewed the application and staff report on April 12, 2022. At this meeting, PAC forwarded a positive recommendation regarding the application to Council.

On May 3, 2022, Municipal Council gave First Reading to the proposed land use by-law map amendment and forwarded it on to this Public Hearing. The proposed resolution is attached as Appendix A to this report.

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 Second Reading 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: Proposed Land Use Bylaw Map Amendment (By-law 106)

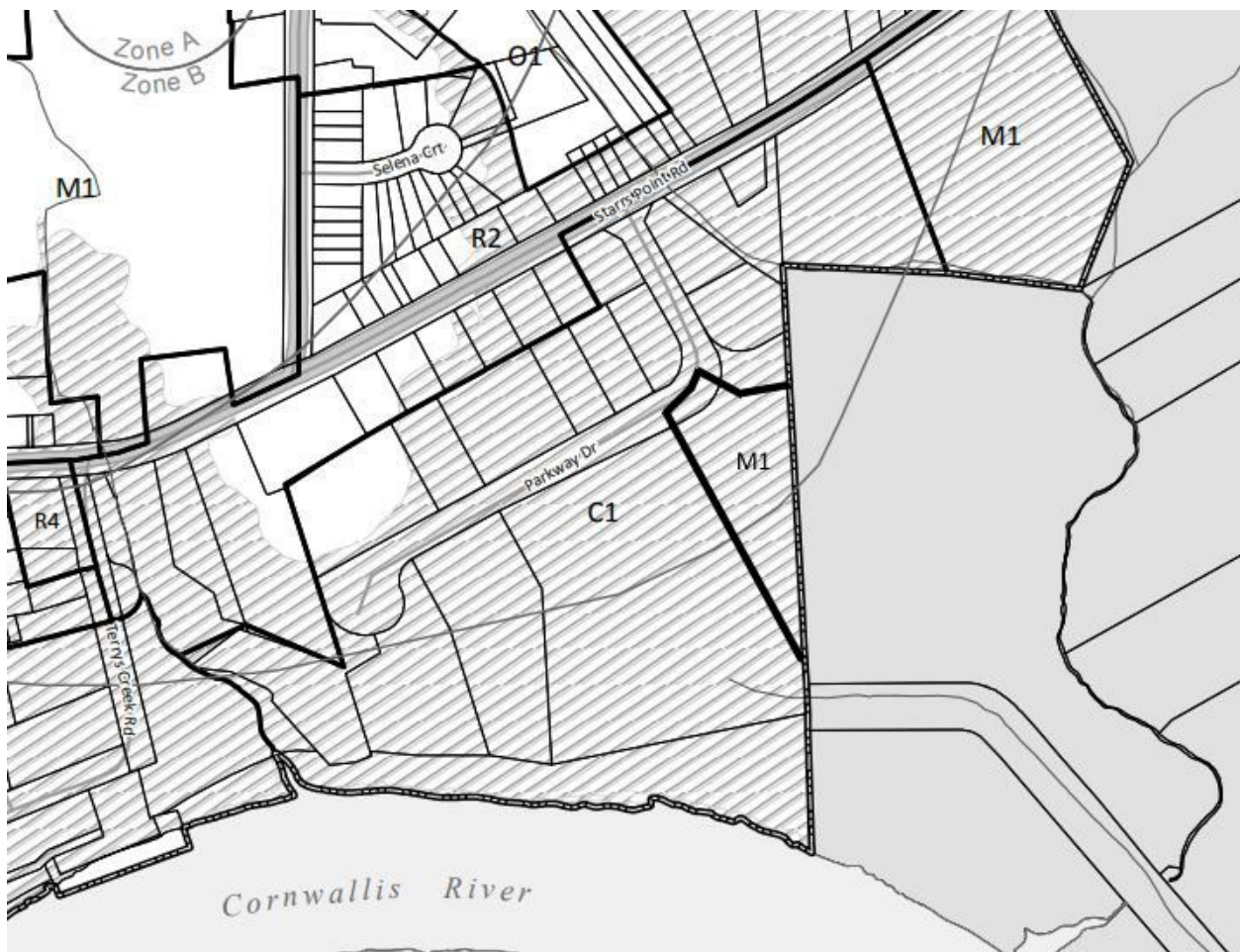
THE MUNICIPALITY OF THE COUNTY OF KINGS

**AMENDMENT TO BY-LAW 106
COUNTY OF KINGS LAND USE BY-LAW**

Land Use By-law Map Amendment to rezone the property at Parkway Drive (PID 55479562), Port Williams, from the General Commercial (C1) Zone to the Light Industrial Commercial (M1) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 11, Growth Centre Port Williams Land Use By-law for the Municipality of the County of Kings, by rezoning the property at Parkway Drive (PID 55479562), Port Williams, from the General Commercial (C1) Zone to the Light Industrial Commercial (M1) Zone as shown on the inset copy of a portion of Map 11, below



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Baxters Harbour**
Application to enter into a development agreement on a vacant parcel on Long Beach Road (55010979) to permit tourist commercial uses
File # 21-09 (Jenny Sinclair)

From: Planning and Development Department

Date: June 7, 2022

Background

Jenny Sinclair has applied on behalf of 4188446 NOVA SCOTIA LIMITED to enter into a development agreement on a vacant parcel on Long Beach Road (PID 55010979) Baxters Harbour. The requested change is to permit tourist commercial uses consisting of a Nordic Spa and Wellness Facility, Event Venue, accessory restaurant and tourist cabins.

The staff report and draft development agreement were reviewed by the Planning Advisory Committee (PAC) at its meeting on April 12, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On May 3, 2022, 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

THIS DEVELOPMENT AGREEMENT BETWEEN:

4188446 Nova Scotia Limited, of Upper Dyke, 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 55010979; and

WHEREAS the Property Owner wishes to use the Property for Tourist Commercial Uses; and

WHEREAS the Property is situated within an area designated Agricultural and Shoreland on the Future Land Use Map of the Municipal Planning Strategy, and zoned Rural Mixed Use (A2) and Tidal Shoreland (T1) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 2.5.13 of the Municipal Planning Strategy and sections 8.4.5(a) and 9.5.5(a) of the Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

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

WHEREAS the Municipality by resolution of Municipal Council approved this Development Agreement;

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A Property Description

Schedule B Site Plan

1.2 Municipal Planning Strategy and Land Use By-law

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

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Nordic Spa and Wellness Centre* means a tourist commercial use that includes a series of sauna buildings, pools, indoor and outdoor relaxation areas, and buildings for associated activities including change rooms and accessory office space. This use may include the instruction of fitness and wellness classes and activities.
- (c) *Tent* means a covered, open-air building that can be disassembled and intended for use by the public and/or for serving special events and is accessory to the Event Venue Use.
- (d) *Tourist Cabin* means a building for use by the travelling public and may contain sleeping quarters, bathroom facilities and kitchen facilities but shall not be considered a residential unit.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) The following uses are enabled by this Agreement and shall be developed entirely within the Development Envelope identified on Schedule B – Site Plan:
 - (i) Nordic Spa and Wellness Centre;
 - (ii) Personal Service Shop;
 - (iii) Restaurant accessory to the Nordic Spa and Wellness Centre and/or the Event Venue enabled through this development;
 - (iv) Up to twelve (12) tourist cabins each having a maximum building footprint of 1,000 square feet and a maximum height of 35 feet;
 - (v) An Event Venue having a maximum gross floor area of 2,500 square feet. This use is permitted to be operated either within a tent or a permanent building having a maximum height of 35 feet;
- (b) A dwelling containing up to two residential units subject to the requirements of the zone in which it is located.

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

2.2 Site Plan

- (a) All uses enabled by this Agreement on the Property shall be developed within the Development Envelope as shown on Schedule B, Site Plan.
- (b) In addition to (a) above, no tourist cabin shall be located within 250 feet of any dwelling in existence on the date this Agreement is registered. Location certificates shall be required for each tourist cabin.
- (c) A vegetative buffer is required between the Development Envelope and the northern property lines of the subject property, as indicated on Schedule B, Site Plan.
- (d) Notwithstanding subsection (a) above, the location of the dwelling enabled in section 2.1(a)(vi) shall be subject to the requirements of the zone in which it is proposed to be located.
- (e) Any future changes to Schedule B, Site Plan that would result in a change to the access must be approved by the Nova Scotia Department of Public Works or any successor body.

2.3 Parking

- (a) A minimum of 100 parking spaces shall be provided within the Development Envelope for the uses enabled by this Agreement except for the tourist cabins.

- (b) One parking space shall be provided for each tourist cabin.
- (c) Parking areas shall be subject to the standards for parking areas outlined in section 14.5.4 of the Land Use By-law.

2.4 Hours of Operation

- (a) The hours of operation for the Event Venue shall be as follows:
 - (i) Sunday through Thursday from 7:00 am to 11:00 pm, inclusive;
 - (ii) Fridays and Saturdays from 7:00 am to 12:00 am, inclusive.
 - (iii) Notwithstanding (i) above, when a Sunday precedes a holiday Monday, the hours of operation for the Event Venue shall be 7:00 am to 12:00 am.

2.5 Amplified Sound

- (a) The amplification of sound or music through the use of speakers shall not be permitted to occur outside any tent or building.
- (b) If an open air tent, without fabric walls, is used in association with the Event Venue use, and notwithstanding section 2.4 of this Agreement, the amplification of sound or music within the tent shall not be permitted later than 9 pm. This shall not apply if the Event Venue is operated within a permanent building or within a tent having walls.

2.6 Enclosure

An enclosure having a height between 5 and 6 feet shall be provided surrounding the Nordic Spa and Wellness Centre use. No part of the enclosure shall be located closer than 4 feet to any pool, tank or other body of water having any depth of water greater than 24 inches.

2.7 Signs

Signage on the Property shall be subject to the requirements of the Land Use By-law for signs for non-residential uses in the underlying zones. Notwithstanding section 14.6.16 (c) of the Land Use By-law, related to special requirements for signs in Rural Zones, internally lit signs shall not be permitted on the Property.

2.8 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.

2.9 Subdivision

Lands outside the Development Envelope in this Agreement may be subdivided, subject to the requirements for the use and zone in which they are located, the Subdivision By-law and sections 3.5 and 3.6 of this Agreement related to discharging this agreement. Lands occupied by the uses enabled by this Agreement may be subdivided, shall contain the entire Development Envelope,

the required vegetative buffer, and meet the lot requirements for non-residential uses in the Tidal Commercial (T2) Zone

2.10 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.

2.11 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.

2.12 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 enabled by this Agreement on the property as listed in Section 2.1 of this Agreement; and
- (b) the location of any development envelopes for uses enabled in this Agreement on the property.

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.

3.5 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council 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 council 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 Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a Public Hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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

4.2 Drawings to be Provided

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

4.3 Completion and Expiry Date

- (a) The Property Owner shall sign this Agreement within 60 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;

PART 5 COMPLIANCE

5.1 Compliance With Other By-laws and Regulations

- (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 the masculine, feminine and neutral 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.

5.12 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.

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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

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED
In the presence of:

4188446 NOVA SCOTIA LIMITED

Witness

Jennifer Sinclair, Director

Date

Witness

Dr. Michael G Sinclair, Director

Date

Witness

June Parly, Director

Date

Witness

W Adam Smith , Director

Date

DRAFT

Schedule A – Property Description

Accessed via Property Online, October 13, 2021

PID: 55010979
Old Baxter Mill Road, Baxters Harbour
Doc: 98962 Book: 288 Pages: 137 Dated: August 14, 1970

All that certain piece or parcel of land situate lying and being at Long Beach in the District of Cornwallis, Province of Nova Scotia, more particularly bounded and described as follows

LOT NO. 1

BEGINNING at the Bay Shore, it being the Northwest corner of said lot of land;

THENCE South two degrees West (S 2 degrees W) by a lot of land formerly owned by the late Cyrus Newcomb thirty-six (36) Rods to the highway, more or less;

THENCE on the highway one hundred (100) rods, more or less to lands owned by the late Eliphelet Thorp;

THENCE Easterly by said land to lands formerly owned by the late John Rogers and now or formerly occupied by Samuel Adams;

THENCE North Two degrees East (N 2 degrees E) to the Bay Shore;

THENCE Westerly by the Bay Shore to the place of BEGINNING, it being all the land East of Long Beach Road that H.L. Dickey deeded to John Osborn in 1855, containing ninety (90) acres, more or less.

SAVING AND EXCEPTING all lands north of the rod formerly known as the Four Rod Road, now known as the Old Baxter Mill Road;

AND SAVING AND EXCEPTING

FIRST: PARCEL CONVEYED by Alden Willet and Joan Willet to Miriam A. Landry by warranty Deed dated September 22, 1958 recorded in the Registry of Deeds for Kings County, November 7, 1958 in Book 193 at page 241 Document no.10684;

SECOND: Parcel conveyed by Alden Willet and Joan Willet to Raymond Tucker by warranty Deed dated March 10, 1960 recorded in the Registry of Deeds for Kings County, March 10, 1960 in Book195 at page 659 Document no.19248;

THIRD: Parcel conveyed by Alden Willet and Joan Willet to Raymond Tucker by warranty Deed dated August 20, 1962 recorded in the Registry of Deeds for Kings County, August 22, 1962 in Book 210 at page 425 Document no.38584;

FOURTH: Parcel conveyed by Alden Willet and Joan Willet to William Rooney and Charles Allen by warranty Deed dated October 2, 1962 recorded in the Registry of Deeds for Kings County, October 11, 1962 in Book 210 at page 633 Document no. 39634

FIFTH: Parcel conveyed by Alden Willet and Joan Willet to Gerald C. Bishop by warranty Deed dated August 16, 1963 recorded in the Registry of Deed for Kings County August 16, 1963 in Book 214 at page 541 Document no.46103 .

SIXTH: Parcel conveyed by Alden Willet and Joan Willet to Gerald Bishop by warranty Deed dated August 10, 1963 recorded in the Registry of Deed for Kings County August 19, 1963 in Book 218 at page 286 Document no. 46172

SEVENTH: Parcel described as lot 2 conveyed by Alden Willet and Joan Willet to Seldon Eaton by warranty Deed dated November 5, 1965 recorded in the Registry of Deed for Kings County December 1, 1965 in Book 242 at page 289, Document no.64259

EIGHTH: PARCEL conveyed by Alden Willet and Joan Willet to James Everett Taylor by warranty Deed dated August 3, 1970 recorded in the Registry of Deed for Kings County December 1, 1965 in Book 287 at page 413, Document no.

BEING AND INTENDED TO BE LOT NO. 1 conveyed to Robert Eaton and John Richard Llewellyn by Alden Willett by deed dated August 13, 1970 and recorded August 14, 1970 in the Kings County Registry of deeds as document no. 98962 in book 288 page 137.

ALSO BEING AND INTENDED TO BE THE SAME PARCEL conveyed as lot no. 1 by warranty deed dated December 10, 2010 to Robert Eaton, Betty Lyon, John Richard Llewellyn and Linda E. Llewellyn By Robert Eaton, Betty Lyon and John Richard Llewellyn recorded December 22, 2010 in the Registry of Deeds for Kings County as Document no. 97478433

AND ALSO Parcel A as shown on registered plan number 98639769 recorded in the Land Registration Office for Kings County.

*** 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: 98639769

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

houdinidesign
ARCHITECTS

Lisa Tondino, Architect
3325 highway 358 canning, ns,
b0p, 1h0
office: 902.582.7749
houdinidesign@gmail.com
www.houdinidesignarchitects.com

PROJECT:
SALT AIR SPA

SHEET TITLE
SITE PLAN - NEW

SCALE: As indicated

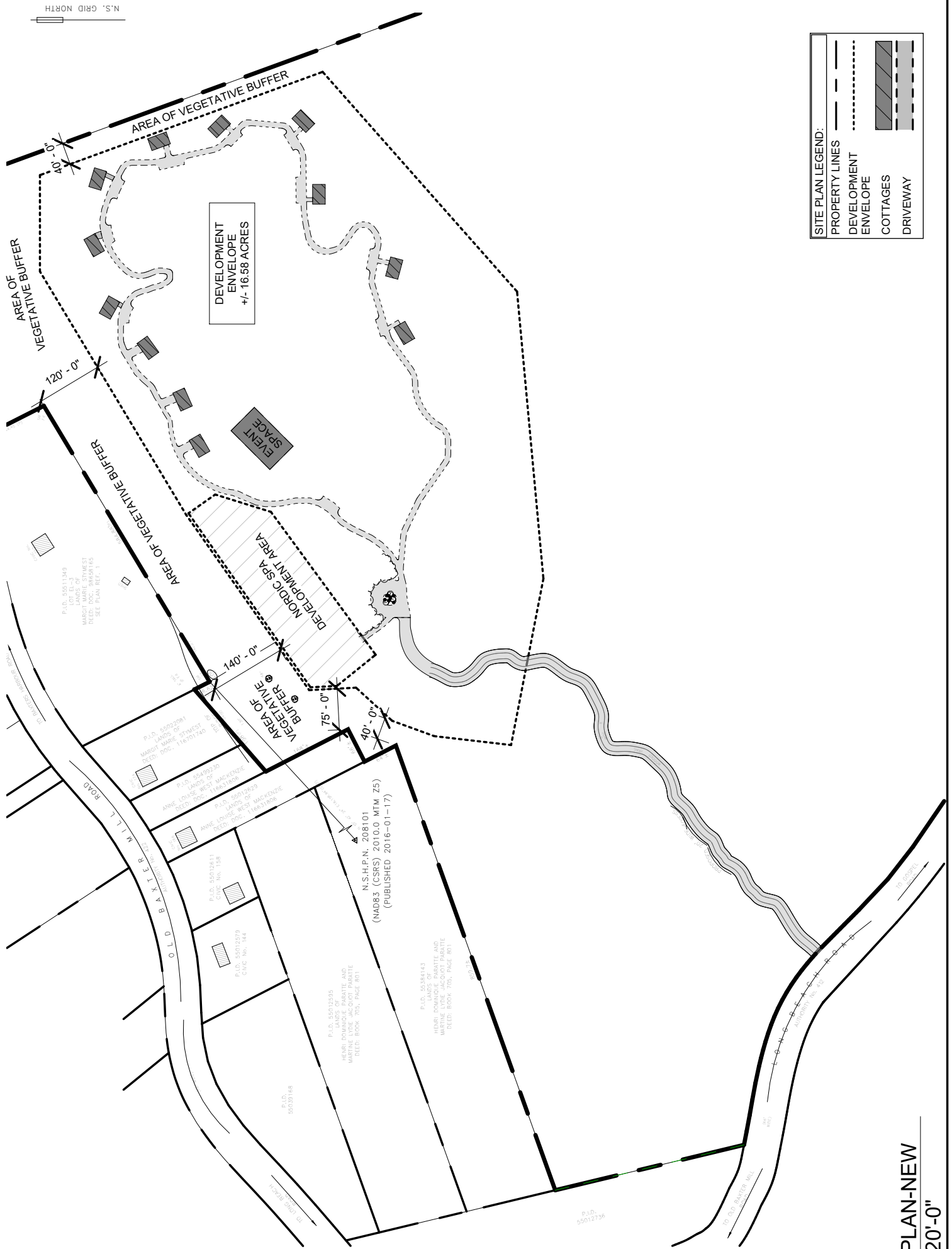
PROJECT NO.:

DATE: 03-24-2022

DRAWN BY:

CHECKED BY: L.T.

A-01



1 SITE PLAN-NEW
1" = 220'-0"