



MUNICIPALITY *of the*
COUNTY *of* KINGS

PUBLIC HEARING

Tuesday, December 6, 2022

6:00 P.M.

Council Chambers

AGENDA

	Page
1. Call Meeting to Order	
a. Application to enter into a development agreement at 1439 Baxter's Harbour Road, Baxter's Harbour (PID 55011332) (File #21-27, Mark Fredericks)	2
b. Application to enter into a development agreement at 34 Sun Valley Drive, Aylesford (PID 53374086) (File #22-11, Laura Mosher)	11
c. Application to rezone a property at 1299 Ridge Road, Wolfville Ridge (PID 55190854) (File #22-19, Laura Mosher)	26
d. Proposed text amendments to the Land Use By-law to add Existing Forestry Industry Uses to the list of permitted uses in the Agricultural (A1) Zone (File #22-12, Laura Mosher)	28
2. Adjournment	

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 the property at 1439 Baxters Harbour Road (PID 55011332) to permit up to 5 Tourist Cabins.
File # 21-27 (Applicant: Dwayne Mailman)

From: Planning and Development Division

Date: December 6, 2022

Background

Dwayne Mailman has applied to permit up to five Tourist Cabins on the property at 1439 Baxters Harbour Road, Baxters Harbour (PID 55011332).

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on October 11, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On November 1, 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 on 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
Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Dwayne Raymond Mailman of Toronto, Ontario and **Deborah Ann Mailman** of Aylesford, 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 **55011332**; and

WHEREAS the Property Owner wishes to use the Property for a group of tourist cabins.

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

WHEREAS policy **2.5.13** of the Municipal Planning Strategy and sections **9.5.5 (a)** (*Shoreland*) & **8.4.5 (a)** (*Agricultural*) 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) Tourist Cabins – not to exceed 5 tourist cabins with each cabin having a maximum building footprint of 1,000 sq feet and a maximum height of 25 feet.
- (b) Accessory uses and buildings having a maximum height of 15 feet.

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

2.2 Site Plan

- (a) Development of any Tourist Cabins and any accessory uses or activities such as parking spaces, fire pits, and gathering areas shall remain within the Development Envelope shown on Schedule B - Site Plan.

- (b) Accessory uses and structures shall be subject to the setbacks for accessory buildings in the Tidal Shoreland (T1) Zone.

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

Subdivision of the Property that results in a reduced total lot area shall not be permitted.

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 Parking

The property Owners shall provide a minimum of 1 parking space per Tourist cabin. All parking shall be located within the Development Envelope shown on Schedule B - Site Plan.

2.8 Signs

- (a) Signage on the Property shall be consistent with Municipality of the County of Kings Land Use By-law (By-law #106) - Section 14.6.16: Signs in Rural Zones
- (b) Signage shall not obstruct the sight lines at the driveway entrance/exit
- (c) Internally illuminated signs are prohibited
- (d) The Property Owner shall obtain a development permit from the Development Officer prior to the installation of any sign

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 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.

- 3.4** 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 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

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 Bylaws and Regulations

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.

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 all 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 enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

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

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

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor
Date:

Witness

Janny Postema, Municipal Clerk
Date:

SIGNED, SEALED AND DELIVERED
In the presence of:

Witness

Dwayne Raymond Mailman
Date:

Witness

Deborah Ann Mailman
Date:

Schedule A – Property Description

(Taken from Property Online – June 2022)

PARCEL DESCRIPTION (PID No. 55011332)

SCHEDULE "A"

685

ALL THAT CERTAIN lot of land situate at or near Baxter's Harbour in the County of Kings and Province of Nova Scotia, shown on a plan of survey hereinafter referred to and more particularly bounded and described as follows:

COMMENCING at a survey marker set in the West limit of Baxter's Harbour Road, said survey marker being located from Nova Scotia Control Monument No. 8167, N30°25'56"W, 52.32 Feet;

THENCE S77°09'28"W, 1,085 Feet to a survey marker set;

THENCE N12°50'32"W, 200.74 Feet to a survey marker set;

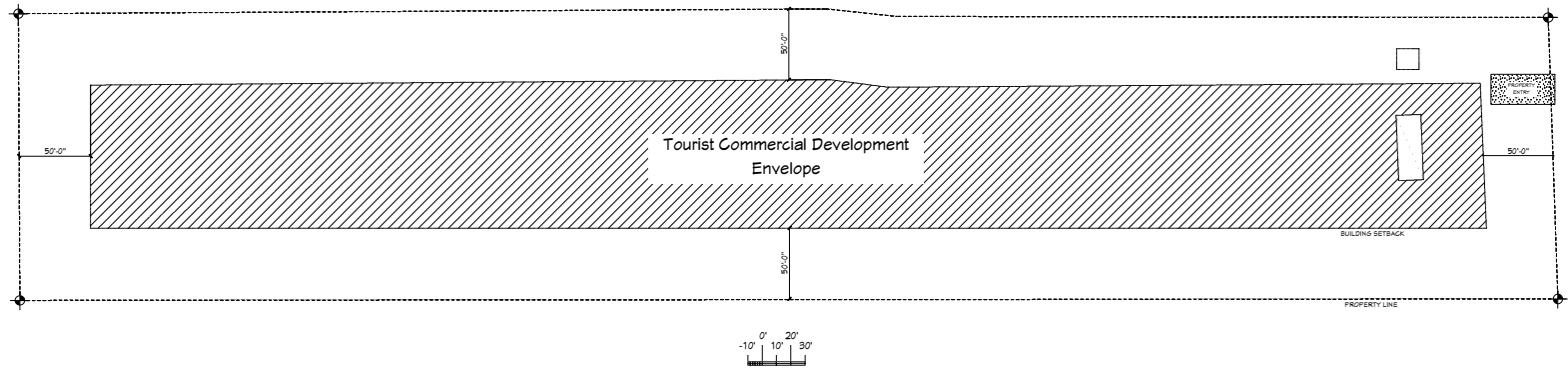
THENCE N76°38'28"E, 586.71 Feet to a survey marker set in the South boundary of lands of Richard Carlton Gifford (Book 460 Page 300);

THENCE N84°07'57"E, 51.26 Feet to a survey marker set;

THENCE N77°17'03"E, 481.35 Feet to a survey marker set in the West limit of the Baxter's Harbour Road;

THENCE S14°36'00"E, 198.70 Feet to the place of commencement;

CONTAINING, in area, 5.00 acres and being Parcel V.D.S.-1 as shown on a plan of survey prepared by Valley Surveys (Frank Longstaff, N.S.L.S. No. 279) dated February 23, 1990, and approved by the Municipality of the County of Kings under Approval Registration No. 900043.



GOODWOOD HOME & COTTAGE DESIGN

MACRO PRELIMINARY SITE LAYOUT
1439 BAXTER'S HARBOUR ROAD
BAXTER'S HARBOUR, NS.

DATE:

Oct 7/ 22

SCALE:

NTS

A0

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: Public Hearing – Development Agreement Aylesford East

Application for a Development Agreement to permit a change in a non-conforming use in a structure from Farm Supportive use to a warehousing use on a portion of the property located at 34 Sun Valley Drive (PID 55374086), Aylesford East.

File # 22-11 (Terra Beata Farms Ltd.)

From: Planning and Development Department

Date: December 6, 2022

Background

David Ernst of Terra Beata Farms Ltd. has applied to enter into a development agreement for a portion of the property located at 34 Sun Valley Drive (PID 55374086) Aylesford East. The requested change is to permit a change in a non-conforming use within a structure from a Farm Supportive Use to a Warehouse Use.

The staff report and draft development agreement were reviewed by the Planning Advisory Committee (PAC) at its meeting on Tuesday, October 11, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On November 1st, 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 – Draft Development Agreement

THIS DEVELOPMENT AGREEMENT made between:

David Ernst, of Heckmans Island, 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 55374086; and

WHEREAS the Property Owner wishes to use the Property for a warehouse use; and

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

WHEREAS policies 3.0.4 and 5.3 of the Municipal Planning Strategy and section 14.7.5 of the Land Use By-law provide that the proposed use may be permitted 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.

1.3 Definitions

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

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

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time-to-time); and
- (b) a Warehouse in the existing building identified on Schedule B -Site Plan.

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

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

The Property may be subdivided to create “Lot 2022” as graphically shown in Schedule B. This Agreement may be discharged from the remainder of the Property upon approval of the aforementioned subdivision. The structure labelled as “To Be Removed” on Schedule B of this agreement shall be removed prior to the approval of a plan of subdivision.

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

2.4 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 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.

2.5 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.

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 use permitted on the property as listed in Section 2.1 of this Agreement.

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

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

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

registration of the deed reflecting the conveyance shall be conclusive evidence that 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.

1.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged in whole or in part by Council without a public hearing under the following conditions:

- (a) At the request of the Property Owner if the use enabled by this Agreement has ceased or is otherwise permitted in the absence of this Agreement.
- (b) Following the approval of a Plan of Subdivision, as described in section 2.3 of this Agreement.

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) as provided for in Section 3.4 of this Agreement; or
- (b) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
- (c) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.6 Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given.

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 14 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.

The Environmental Constraints (O1) Zone identifies lands at risk of flooding and erosion based on the best information available to the Municipality. The Municipality does not make any representations about the accuracy of this information or provide any assurances that flooding and erosion risks will not exceed these predictions or occur in other areas. Property owners are responsible for all risks associated with development, the effectiveness of flood resistant measures, and the impacts of development on neighbouring properties.

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.

5.8 Development Agreement Bound to Land

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

5.9 Assignment of Agreement

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

5.10 Costs

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

5.11 Full Agreement

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

5.12 Severability of Provisions

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

5.13 Interpretation

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

5.14 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 enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

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

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

MUNICIPALITY OF THE COUNTY OF KINGS

Witness

Peter Muttart, Mayor

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED
In the presence of:

DAVID ERNST (TERRA BEATA FARMS)

Witness

Name of Signing Authority

Date

Witness

Name of Signing Authority

Date

Schedule A – Property Description (source: Property Online, September 14, 2022)

FIRST CONSOLIDATED PARCEL

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

BEGINNING at Nova Scotia Control Monument 7496 traveling S 50 degrees 04 minutes 00 seconds E, 760.59 feet to a survey marker found at the northwest corner of lands conveyed to Cecil G. Chase and Phyllis C. Chase in Book 1006 at Page 729;

THENCE S 53 degrees 41 minutes 30 seconds E, 264.87 feet to a survey marker placed at the southwest corner of said lands of Cecil G. Chase and Phyllis C. Chase;

THENCE N 71 degrees 07 minutes 30 seconds E, 119.66 feet to a survey marker placed at the southwest corner of said lands of Cecil G. Chase and Phyllis C. Chase;

THENCE N 23 degrees 25 minutes 10 seconds W, 390.80 feet to a survey marker found at the northeast corner of lands of Cecil G. Chase and Phyllis C. Chase;

THENCE Easterly 1363 feet, more or less, along the southern boundary of the Annapolis River to a reference point being the Northwest corner of lands now or formerly of Katherine Morris et al (Book 485, Page 795, Plan P-10477);

THENCE S 22 degrees 48 minutes 30 seconds E, 950.39 feet to a survey marker found;

THENCE S 22 degrees 48 minutes 30 seconds E, 109.69 feet to a survey marker found;

THENCE S 22 degrees 48 minutes 30 seconds E, 508.59 feet to a survey marker found;

THENCE S 22 degrees 51 minutes 35 seconds E, 1378.60 feet to a survey marker placed;

THENCE S 24 degrees 04 minutes 05 seconds E, 224.38 feet to a survey marker placed;

THENCE S 61 degrees 05 minutes 00 seconds W, 1422.80 feet along the northern boundary of lands conveyed to John Foster in Book 164 in Page 668 to a survey marker placed;

THENCE S 62 degrees 05 minutes 25 seconds W, 497.62 feet along the northern boundary of said lands of John Foster to a survey marker placed;

THENCE N 25 degrees 32 minutes 00 seconds W, 617.00 feet along the southern boundary of lands conveyed to Klahanie Kamping Limited in Book 314 at Page 344 to a survey marker placed;

THENCE N 23 degrees 25 minutes 45 seconds W, 1281.67 feet to a survey marker placed;

THENCE N 23 degrees 43 minutes 20 seconds W, 324.40 feet to a survey marker placed;

THENCE N 65 degrees 10 minutes 30 seconds E, 299.81 feet along the southern boundary of lands conveyed to Herbert Oyler in Book 151 at Page 448 to a survey marker placed;

THENCE N 59 degrees 14 minutes 55 seconds W, 534.47 feet along the eastern boundary of said lands of Herbert Oyler to a survey marker placed;

THENCE N 28 degrees 40 minutes 15 seconds W, 15.29 feet to a survey marker placed at the southeast corner of lands conveyed to Herbert Oyler in Book 151 Page 140;

THENCE N 22 degrees 38 minutes 35 seconds W, approximately 88 feet to a reference point;

THENCE Easterly by the South boundary of lands now or formerly of Henry Robert Keddy (Book 180, Page 143) 310 feet more or less to a reference point in the Northwest corner of Lot 1;

THENCE S 32 degrees 26 minutes 20 seconds E, approximately 27 feet to a survey marker found;

THENCE S 32 degrees 26 minutes 20 seconds E, 169.20 feet along the western boundary of lands conveyed to Donald C. Bezanson and Jean E. Bezanson in Book 977 at Page 418 to a survey marker found at the southwest corner of said lands;

THENCE N 56 degrees 36 minutes 20 seconds E, 323.80 feet to a survey marker found;

THENCE N 12 degrees 56 minutes 20 seconds E, 79.24 feet along the southeastern boundary of lands conveyed to Donald C. Bezanson and Jean E. Bezanson to a survey marker found;

THENCE N 53 degrees 35 minutes 35 seconds W, 213.08 feet to a survey marker placed at the northwest corner of said lands of Donald C. Bezanson and Jean E. Bezanson;

THENCE N 11 degrees 02 minutes 50 seconds E, 73.23 feet to a survey marker found that being the place of beginning.

BEING AND INTENDED TO BE Parcel B.C.-1-98 shown in Shaun R. Stoddart Plan E-97064 dated April 16, 1997 that was filed in the above Registry Office on August 12, 1998 as Plan No. P-11069. The Municipality of the County of Kings approved the consolidation of these lands on August 11, 1998 under its file 980112.

AND ALSO

SECOND CONSOLIDATED PARCEL

ALL that certain lot, piece or parcel of land situate and being in Aylesford, in the County of Kings, Province of Nova Scotia and shown as Parcel A, a portion of which is shown on a Plan of Subdivision certified by Eric J. Morse, N.S.L.S., Plan No. 2011-008, dated January 13, 2012, and bounded and described as follows:

COMMENCING at an iron stake on the east side of the Millville Road and in the southwest corner of land now or formerly of Joan Burns;

THENCE in said Burns south line and the south line of lands now or formerly of R. Burton to an iron stake;

THENCE northerly in said Burton's east line to a wire fence on the south line of land now or formerly of Bernard Taylor;

THENCE following the said fence the course of said Taylor's south line until it comes to an iron stake near the concrete spillway, said iron stake being the POINT OF BEGINNING;

THENCE North 79 degrees 56 minutes 34 seconds East 289.41 feet along the south boundary of lands now or formerly of Troy Bradley Keddy to an iron pipe;

THENCE North 40 degrees 10 minutes 27 seconds East 231.86 feet along the south boundary of lands now or formerly of Troy Bradley Keddy to an iron bar;

THENCE continuing North 40 degrees 10 minutes 27 seconds East 46 feet more or less to the ordinary high water mark on the south side of the Annapolis River;

THENCE easterly following the ordinary high water mark of the south boundary of the Annapolis River 21 feet more or less to a wire fence;

THENCE easterly along the said wire fence 97 feet more or less to a survey marker;

THENCE South 28 degrees 40 minutes 15 seconds East 15.29 feet to a survey marker;

THENCE continuing South 28 degrees 40 minutes 15 seconds East 125.29 feet along the west boundary of lands now or formerly of Herbert Oyler to a point;

THENCE South 23 degrees 43 minutes 20 seconds East 315.93 feet along the west boundary of lands now or formerly of Herbert Oyler to a point;

THENCE South 23 degrees 43 minutes 20 seconds East 324.40 feet along the west boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited to a survey marker;

THENCE South 23 degrees 25 minutes 45 seconds East 1281.67 feet along the west boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited to a survey marker;

THENCE South 25 degrees 32 minutes 00 seconds East 617.00 feet along the west boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited to a survey marker;

THENCE southerly along the west boundary of lands now or formerly of Richard Harold Foster to the north boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited;

THENCE westerly along the north boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited to a survey marker;

THENCE South 33 degrees 15 minutes 13 seconds East 1485.00 feet along the west boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited to a survey marker;

THENCE westerly along the north boundary of the Old French Road to the east boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited;

THENCE Northerly along the east boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited to the northern edge of the base of the dam of the Millville Cranberry Bog, so-called;

THENCE in a westerly direction along the base of the dam to an iron pipe located at the western extremity of the northern edge of the base of the dam;

THENCE northerly along the west side of a ditch, being the east boundary of lands now or formerly of Cyril Edmund Lowe and Mildred Edith Lowe to a point at the southeast corner of lands now or formerly of Muskoka Lakes Cranberry Company Limited and viewable on Plan P11068, recorded at the Registry of Deeds for Kings County;

THENCE North 44 degrees 46 minutes 00 seconds East 62.90 feet along the south boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited to an iron pipe;

THENCE North 27 degrees 06 minutes 04 seconds West 320.86 feet along the east boundary of lands now or formerly of Muskoka Lakes Cranberry Company Limited to a survey marker;

THENCE North 64 degrees 31 minutes 39 seconds East 147.46 feet along the south boundary of lands retained by Gary and Brenda Smith Holding Limited to a survey marker;

THENCE North 61 degrees 16 minutes 57 seconds East 340.33 feet along the south boundary of lands retained by Gary and Brenda Smith Holding Limited to a survey marker;

THENCE North 09 degrees 08 minutes 16 seconds West 259.07 feet along the east boundary of lands retained by Gary and Brenda Smith Holding Limited to a survey marker;

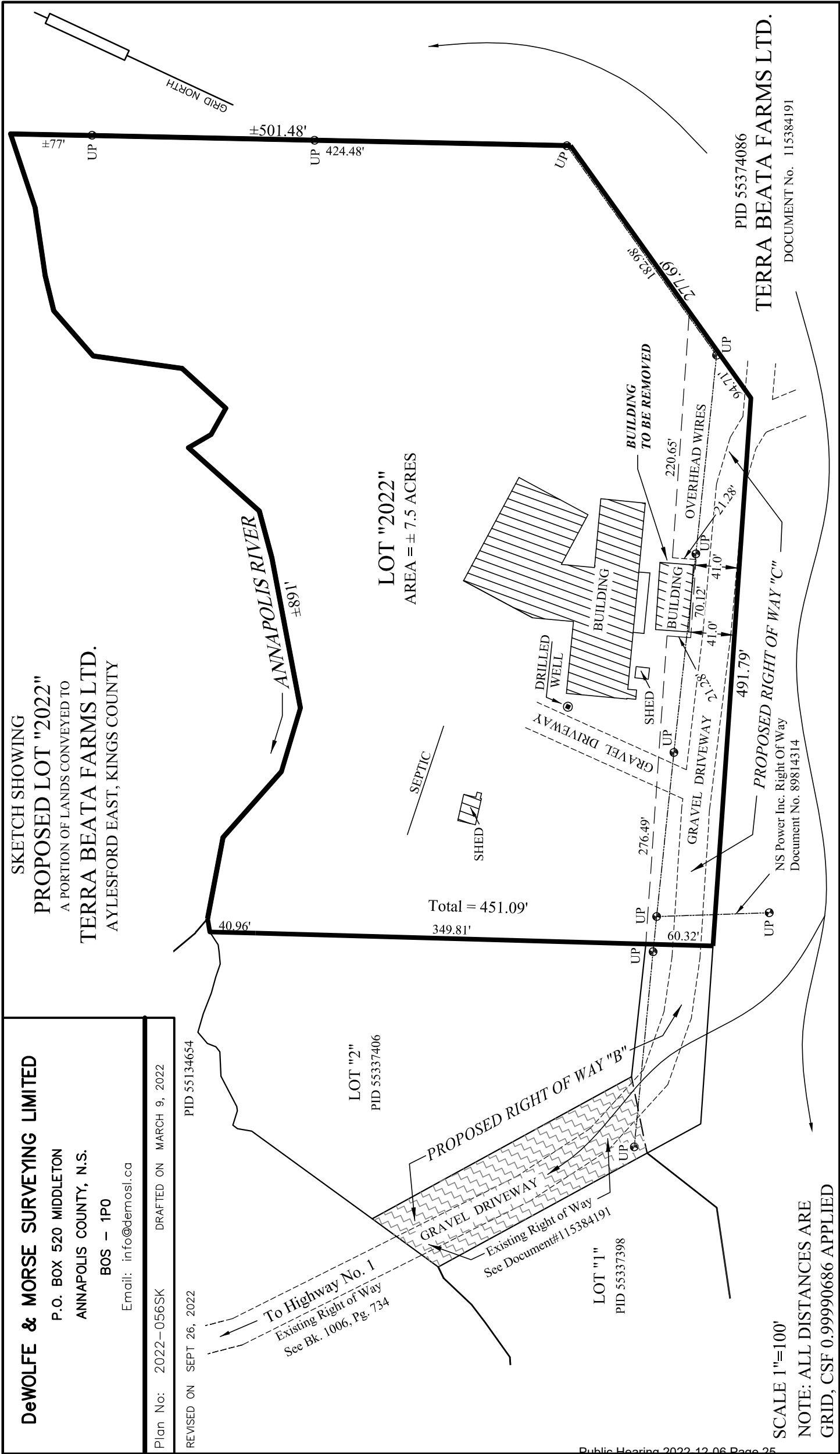
THENCE North 25 degrees 21 minutes 53 seconds West 188.60 feet along the east boundary of lands retained by Gary and Brenda Smith Holding Limited to a survey marker;

THENCE North 26 degrees 40 minutes 08 seconds West 753.67 feet along the east boundary of lands retained by Gary and Brenda Smith Holding Limited to an iron stake, said iron stake being the POINT OF BEGINNING.

BENEFIT:

WITH THE PRIVILEGE of a right of way or pent road from said John Foster's North line to the Post Road.

DRAFT



SKETCH SHOWING
PROPOSED LOT "2022"
 A PORTION OF LANDS CONVEYED TO
TERRA BEATA FARMS LTD.
 AYLESFORD EAST, KINGS COUNTY

LOT "2022"
 AREA = ± 7.5 ACRES

PID 55374086
TERRA BEATA FARMS LTD.
 DOCUMENT No. 115384191

DeWOLFE & MORSE SURVEYING LIMITED
 P.O. BOX 520 MIDDLETON
 ANNAPOLIS COUNTY, N.S.
 BOS - 1PO
 Email: info@demosl.ca

Plan No: 2022-056SK DRAFTED ON MARCH 9, 2022

REVISED ON SEPT 26, 2022 PID 55134654

LOT "2"
 PID 55337406

LOT "1"
 PID 55337398

SCALE 1"=100'
 NOTE: ALL DISTANCES ARE
 GRID, CSF 0.99990686 APPLIED

To Highway No. 1
 Existing Right of Way
 See Bk. 1006, Pg. 734

Existing Right of Way
 See Document#115384191

PROPOSED RIGHT OF WAY "C"
 NS Power Inc. Right Of Way
 Document No. 89814314

Total = 451.09'
 349.81'

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Amendment to Land Use By-law**
Application to rezone a portion of the property located at 1299 Ridge Road (PID 55190854), Wolfville Ridge from the Rural Mixed Use (A2) Zone to the Rural Commercial (C4) Zone.
File # 22-19 (Travis Mills)

From: Planning and Development Department

Date: December 6, 2022

Background

Travis Mills has applied to amend a map of the Land Use By-law to rezone a portion of the property located at 1299 Ridge Road (PID 55190854), Wolfville Ridge from the Rural Mixed Use (A2) Zone to the Rural Commercial (C4) Zone. The requested change is to permit the reuse of an existing building for a office space and associated storage related to a Building and Construction Contractors Use.

The staff report and draft amendment were reviewed by the Planning Advisory Committee (PAC) at its meeting on Tuesday, October 11, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On November 1st, 2022, Municipal Council gave First Reading to the proposed amendment and forwarded it on to this Public Hearing. The proposed amendment 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 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**

Rezone a portion the property at 1299 Ridge Road, Wolfville Ridge from the Rural Mixed Use (A2) Zone to the Rural Commercial (C4) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 13 by adjusting the zone boundary to rezone a portion of PID 55190854, from the Rural Mixed Use (A2) Zone to the Rural Commercial (C4) Zone, as shown on the inset copy of a portion of Map 13 below.



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Amendment to Land Use By-law**
Application to amend the text of the Land Use By-law to permit Existing Forest Industry Uses in the Agricultural (A1) Zone.
File # 22-12 (SG Levy and Sons)

From: Planning and Development Department

Date: December 6, 2022

Background

Michael Napier has applied on behalf of SG Levy and Sons to amend the text of the Land Use By-law to permit Existing Forest Industry Uses within the list of permitted uses in the Agricultural (A1) Zone. The requested change is to enable existing Forest Industry Use operations to continue to operate within the Agricultural (A1) Zone without being considered non-conforming uses.

The staff report and draft amendment were reviewed by the Planning Advisory Committee (PAC) at its meeting on Tuesday, October 11, 2022. At this meeting, the Committee forwarded a positive recommendation to Council.

On November 1st, 2022, Municipal Council gave First Reading to the proposed amendment and forwarded it on to this Public Hearing. The proposed amendment 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 Land Use By-law Map Amendment (By-law 106)

Proposed Land Use Bylaw Text Amendment (By-law 106)

THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Land Use Bylaw Text Amendment to add a permitted use within Agricultural (A1) Zone.

BY-LAW 106 Land Use By-law

1. Amend section 8.3.2.1 of the Land Use By-Law, Permitted Uses within the Agricultural (A1) Zone, by adding Forest Industry Uses - Existing to the Permitted Uses List.

8.3.2.1 Permitted Uses

- The following uses shall be permitted in Agricultural (A1) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

EXISTING USES	SPECIAL CONDITIONS
Animal Boarding Facilities – Existing	Section 14.3
Community Facilities – Existing	
Farm Museums – Existing	
Places of Worship – Existing	
<i>Forest Industry Uses – Existing</i>	
Remote-controlled Aircraft Fields – Existing	
Residential Uses – Existing	
Wildlife Rescue and Rehabilitation Centres – Existing	

AGRICULTURAL USES	SPECIAL CONDITIONS
Abattoirs	
Agricultural Equipment and Parts ales and Services	
Agricultural Uses	
Agritainment Uses	Section 14.3
Bunkhouses	Section 8.3.4.3
Farm Dwellings	Section 8.3.4.3
Farm or Vineyard Product Sampling	
Farm Market Outlets	
Farm Supportive Uses	

AGRICULTURAL USES	SPECIAL CONDITIONS
Farm Tenements	
Fishing Uses	
Forestry Uses	
Greenhouses	
Livestock Operations	Section 14.3

RESIDENTIAL USES	SPECIAL CONDITIONS
Mobile Homes	Sections 8.3.4.1 and 8.3.4.2
One Unit Dwellings	Sections 8.3.4.1 and 8.3.4.2
Two Unit Dwellings	Sections 8.3.4.1 and 8.3.4.2

- o Amended [date] to add Forest Industry Uses - Existing, File 22-12

2. Amend section 8.3.3 to add Forest Industry Uses:

8.3.3 Zone Requirements

The following requirements shall apply to all development located in the Agricultural (A1) Zone.

Requirement	Existing Uses	Livestock Operations & Abattoirs	Agricultural Uses and Forest Industry Uses	Residential Uses
(a) Minimum Lot Area:	30,000 sq ft.	200,000 sq ft.	100,000 sq ft.	30,000 sq ft.
(b) Minimum Lot Frontage:	100 ft.	20 ft.	20 ft.	200 ft.
(c) Minimum Front/Flankage Setback: (main and accessory buildings)	40 ft.	40 ft.	40 ft.	40 ft.
(d) Minimum Side Setback:				
(i) Main Buildings	20 ft.	100 ft.	40 ft.	20 ft.
(ii) Accessory Buildings	10 ft.	40 ft.	20 ft.	10 ft.
(e) Minimum Rear Setback:				
(i) Main Buildings	40 ft.	100 ft.	40 ft.	40 ft.
(ii) Accessory Buildings	20 ft.	40 ft.	20 ft.	20 ft.

(f)

Maximum Building Height:				
(i) Main Buildings	35 ft.	55 ft.	55 ft.	35 ft.
(ii) Accessory Buildings	20 ft.	35 ft.	35 ft.	20 ft.

- Amended [date] to add Forest Industry Uses - Existing, File 22-12