



MUNICIPALITY *of the*  
COUNTY *of* KINGS

# PUBLIC HEARING

**Tuesday, April 4, 2023**

**6:00 P.M.**

**Council Chambers**

## AGENDA

	Page
1. Call Meeting to Order	
a. Municipal Planning Strategy Amendment – Greenwood Growth Centre Boundary Expansion (Ian Watson, Senior Planner, UPLAND Planning + Design Studio)	2
b. Application to rezone a portion of a property on Highway 201 in Greenwood (File #21-23, Mark Fredericks)	10
c. Application to enter into a development agreement at 7096 Highway 1 in Coldbrook (File #22-09, Katie Ollmann)	12
d. Application to amend the text of the Land Use By-law in the Historic Hamlet of Grand Pré (A5) Zone (File #22-21, Katie Ollmann)	25
2. Adjournment	

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:** Public Hearing – Growth Centre of Greenwood Boundary

**From:** Planning and Development Division

**Date:** April 4, 2023

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### **Background**

In 2022, Council initiated a Municipal Planning Strategy (MPS) amendment, and associated Land Use By-law (LUB) amendments, to adjust the Growth Centre of Greenwood boundary. The subject properties, also referred to as “Clements Park”, currently hold a rural designation. These are federal lands and associated with CFB 14 Wing Greenwood; however, they are not currently used for any military purpose. In the past this land was used as the location for military housing. The housing has been removed, but roads and central services remain on or adjacent to the property.

The intention is to amend the boundary defined in the MPS to include these parcels in the Growth Centre of Greenwood and amend the Future Land Use Map and Zoning Map to re-designate and re-zone these properties to enable a broad range of housing options. This amendment would include PIDs 55512149, 55507297, 55507313, 55308928, and 55507305. Additionally, amendments to the Zoning Map to re-zone PIDs 55490163, 55490171, 55489330, and 55512131 are being considered to enable cohesive inclusion of these institutional properties in any future development of the subject site.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on February 14, 2023. At this meeting, the Committee forwarded a positive recommendation to Council.

On March 7, 2023, Municipal Council gave First Reading to the proposed MPS and LUB amendments, attached as Appendix A, and forwarded them on to this Public Hearing.

### **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 amendments by giving them Second Reading at the Municipal Council meeting immediately following this Public Hearing. If approved, the amendments will be submitted to the provincial Director of Planning for review of compliance with the requirements of the *Municipal Government Act*. If no non-compliance is identified, the amendments will come into effect on the date a written Notice of Passing is published in the local paper. The *Municipal Government Act* does not provide for appeal of amendments to the Municipal Planning Strategy or concurrent amendments to the Land Use By-law.

## **Appendix A**

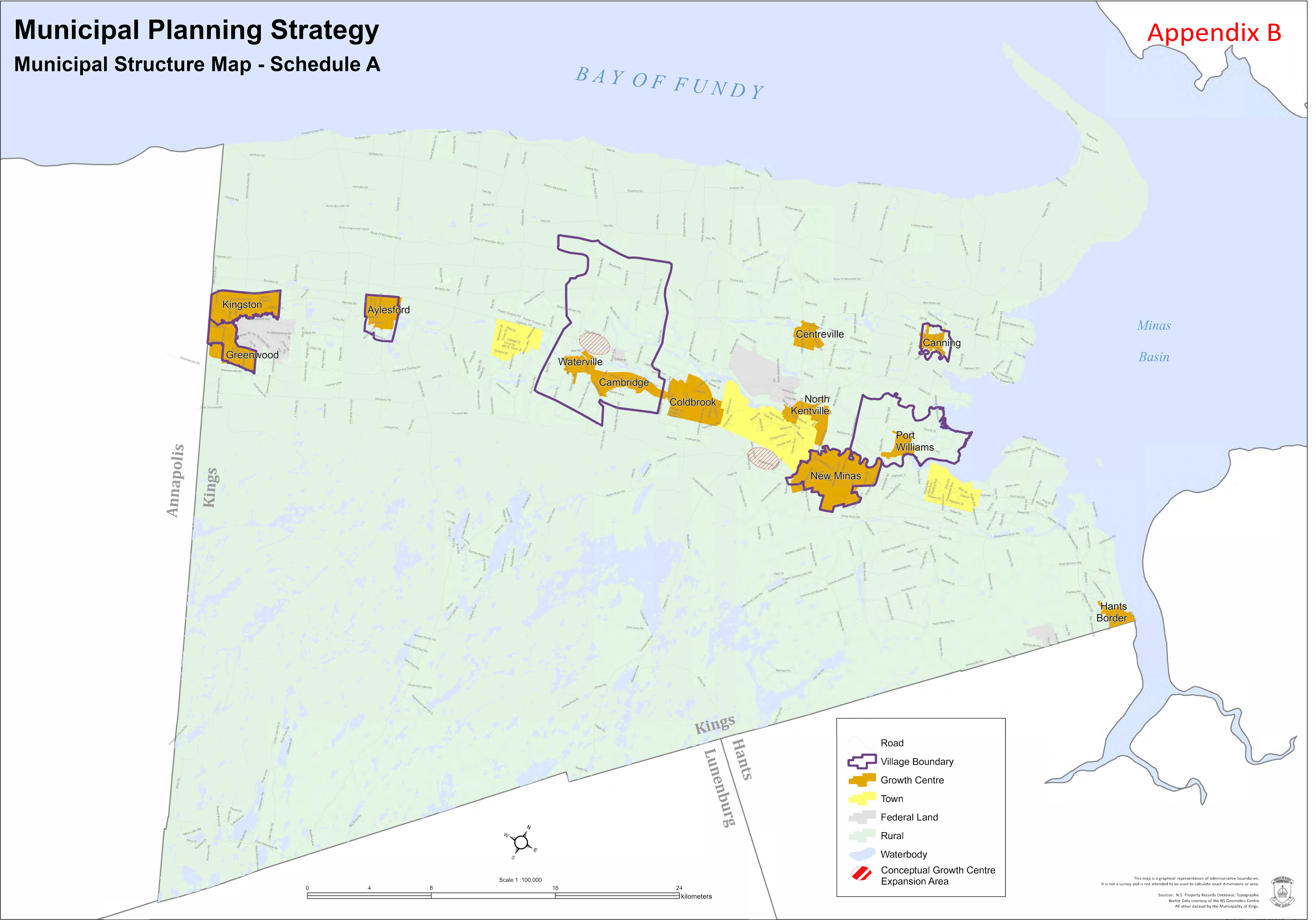
### **Proposed Municipal Planning Strategy and Land Use By-law Amendments**

1. Municipal Planning Strategy Schedule A, Municipal Structure Map, is amended to include PIDs 55512149, 55507297, 55507313, 55308928, and 55507305 in the Growth Centre of Greenwood, as shown in Appendix B.
2. Municipal Planning Strategy Schedule B, Rural Future Land Use Map, is amended to include PIDs 55512149, 55507297, 55507313, 55308928, and 55507305 in the Growth Centre of Greenwood, as shown in Appendix C.
3. Municipal Planning Strategy Schedule C6, Greenwood Future Land Use Map, is amended to include PIDs 55512149, 55507297, 55507313, 55308928, and 55507305 in the Growth Centre of Greenwood and the Residential Designation, as shown in Appendix D.
4. Municipal Planning Strategy Schedule E06-6, Sidewalk Priority – Kingston Greenwood, is amended to include PIDs 55512149, 55507297, 55507313, 55308928, and 55507305 in the Growth Centre of Greenwood, as shown in Appendix E.
5. Land Use By-law Map 13, Rural Zoning Map, is amended to include PIDs 55512149, 55507297, 55507313, 55308928, and 55507305 in the Growth Centre of Greenwood, as shown in Appendix F.
6. Land Use By-law Map 6, Greenwood Zoning Map, is amended to include PIDs 55512149, 55507297, 55507313, 55308928, 55507305, 55490163, 55490171, 55489330, and 55512131 in the Comprehensive Neighbourhood Development Zone, as shown in Appendix G.



# Municipal Planning Strategy

## Municipal Structure Map - Schedule A

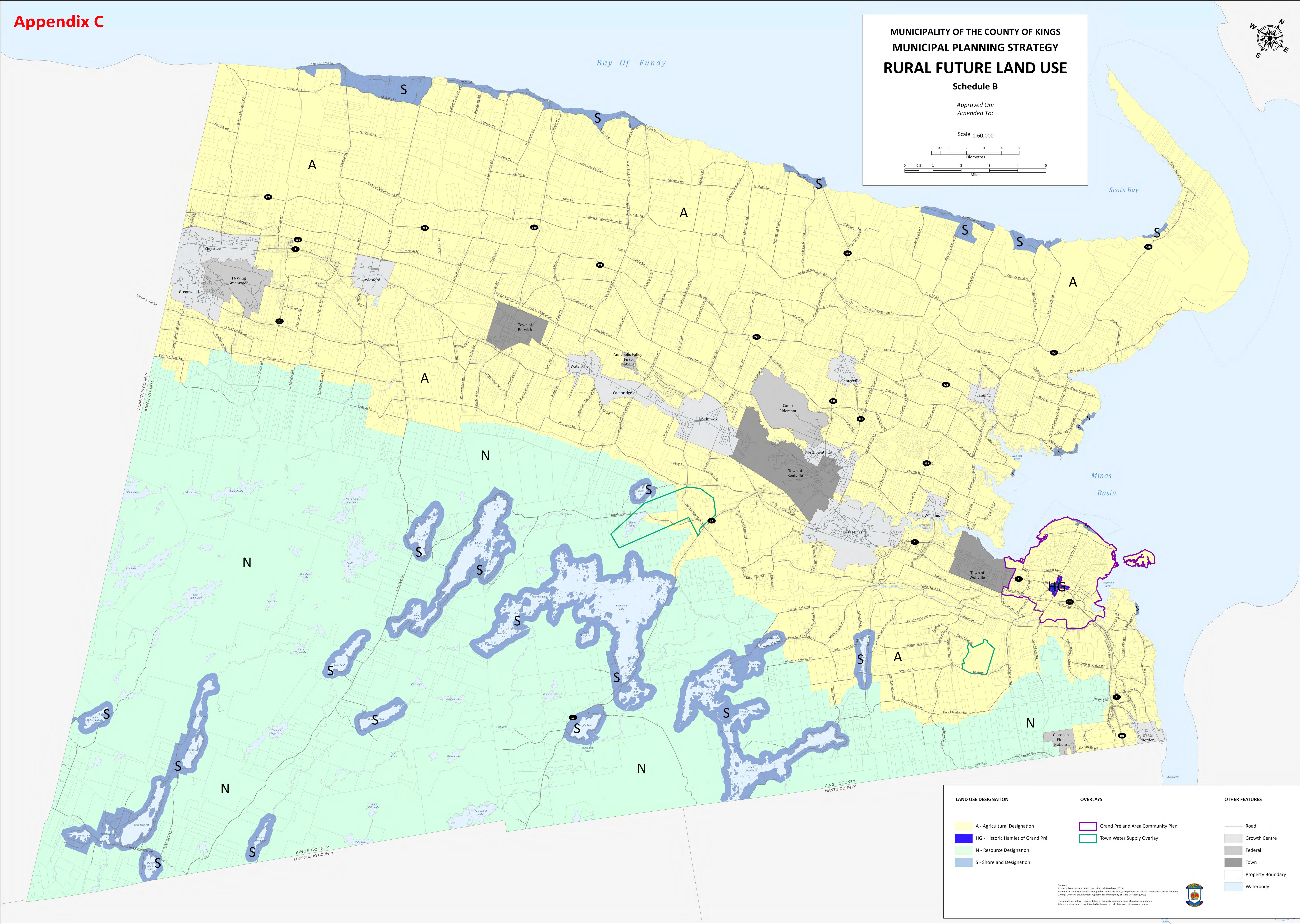


This map is a graphical representation of administrative boundaries. It is not a survey and is not intended to be used to calculate exact dimensions or area.

Sources: N.S. Property Records Database; Topographic Vector Data courtesy of the NS Geomatics Centre  
All other dataset by the Municipality of Kings.












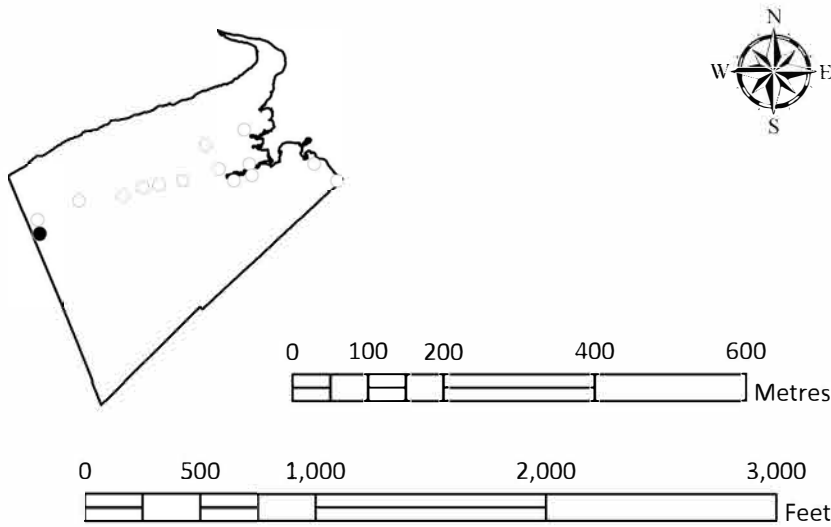


GROWTH CENTRE  
**Greenwood**  
FUTURE LAND USE  
*Schedule C6*

C - Commercial Designation  
M - Industrial Designation  
R - Residential Designation

-  Growth Centre
-  Town, First Nations or Federal Land
-  Rural Area
-  Waterbody
-  Road Centreline

APPROVED ON: March 5, 2020  
AMENDED TO:  
MAP UPDATED: September 20, 2022



This map is a graphical representation of property boundaries and Municipal boundaries.  
It is not a survey and is not intended to be used to calculate exact dimensions or area.  
Source: Property Records Database (2019) and Topographic Database (2008), NS Geomatics Centre  
Zoning, Roads Database; Municipality of Kings (2019)





# Appendix E

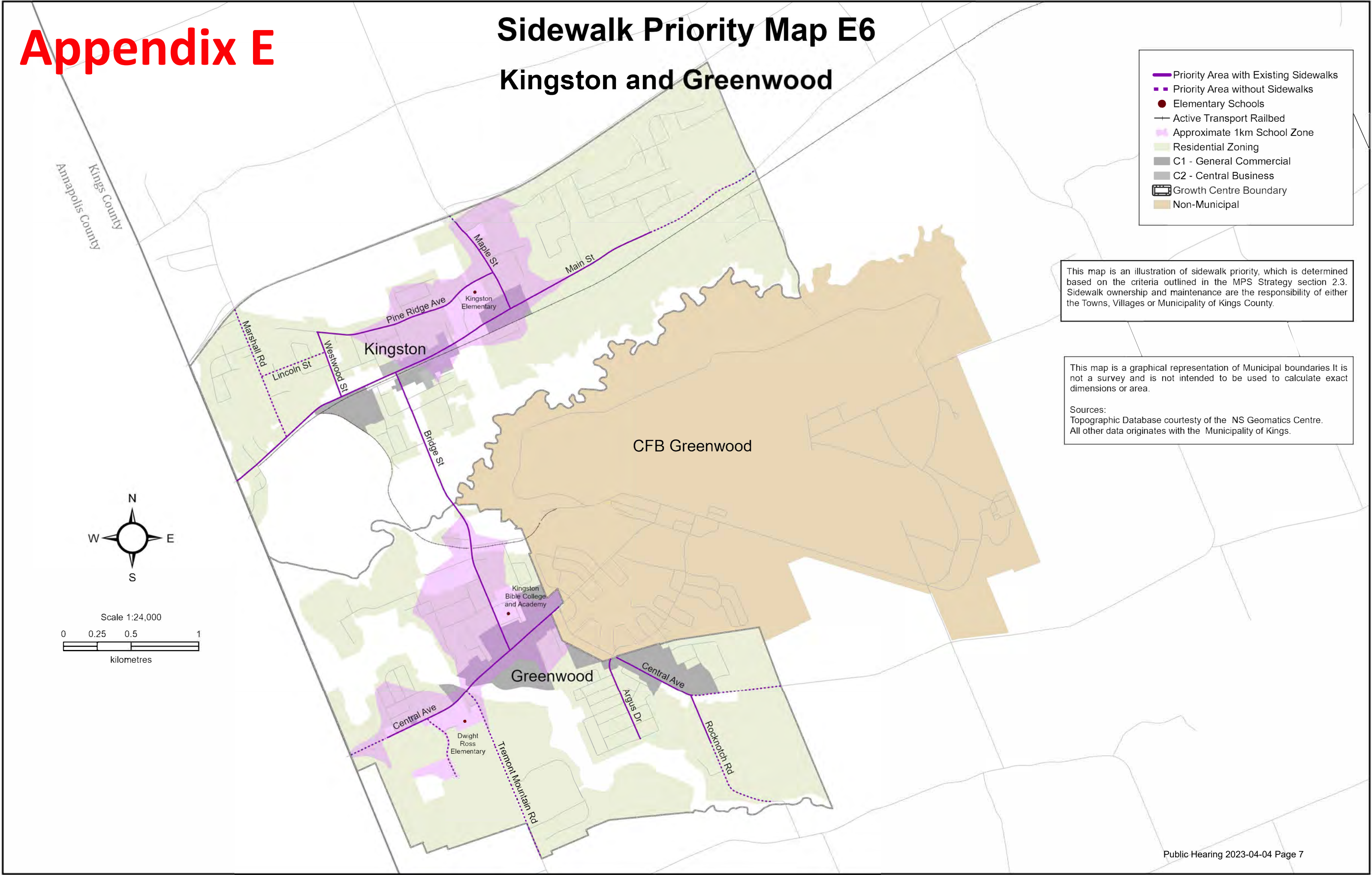
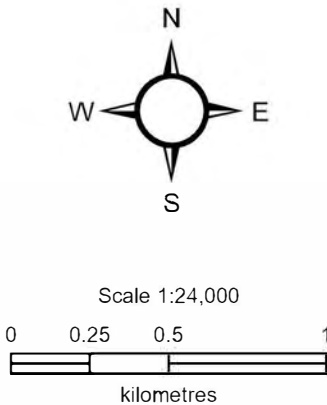
## Sidewalk Priority Map E6 Kingston and Greenwood

- Priority Area with Existing Sidewalks
- Priority Area without Sidewalks
- Elementary Schools
- Active Transport Railbed
- Approximate 1km School Zone
- Residential Zoning
- C1 - General Commercial
- C2 - Central Business
- Growth Centre Boundary
- Non-Municipal

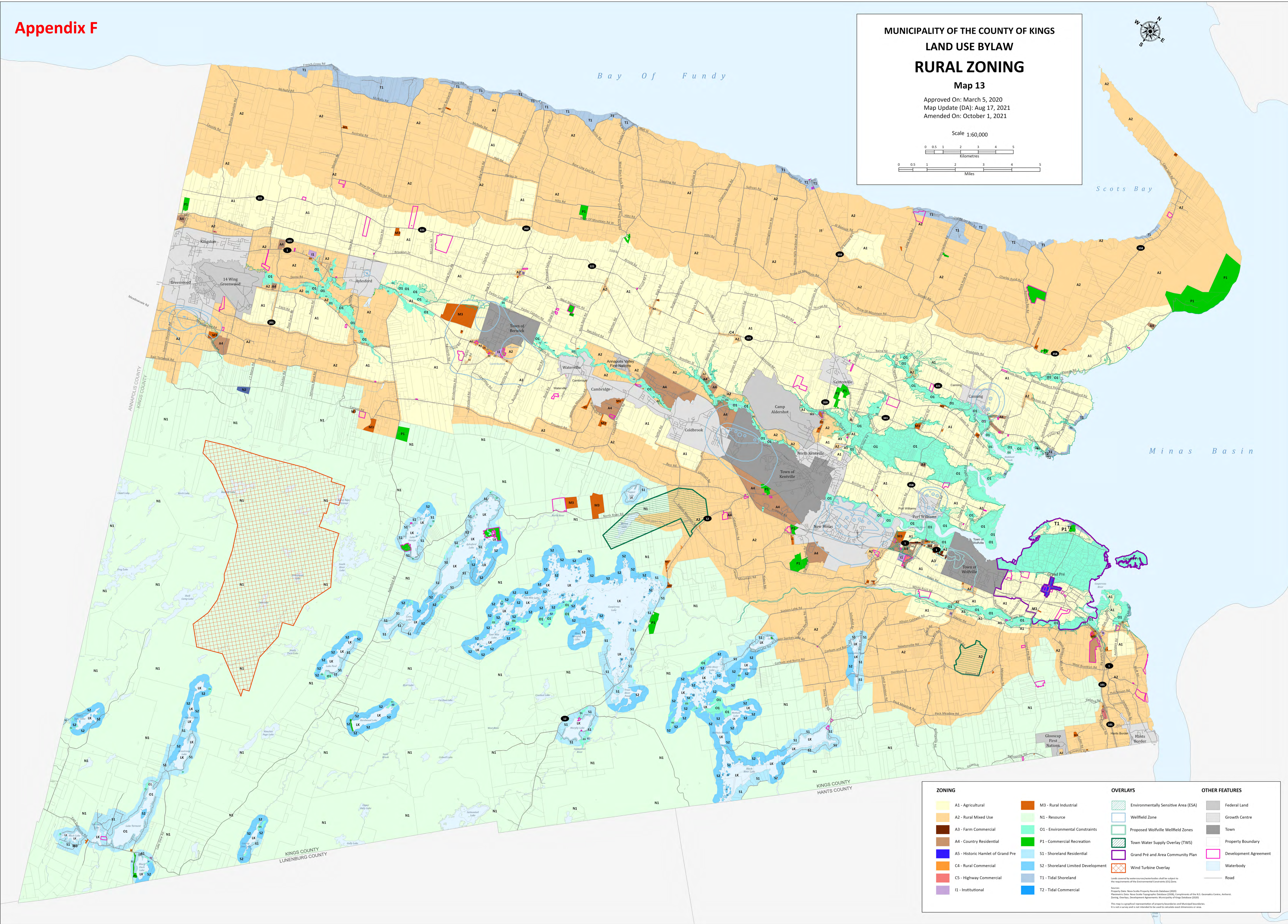
This map is an illustration of sidewalk priority, which is determined based on the criteria outlined in the MPS Strategy section 2.3. Sidewalk ownership and maintenance are the responsibility of either the Towns, Villages or Municipality of Kings County.

This map is a graphical representation of Municipal boundaries. It is not a survey and is not intended to be used to calculate exact dimensions or area.

Sources:  
Topographic Database courtesy of the NS Geomatics Centre.  
All other data originates with the Municipality of Kings.









GROWTH CENTRE  
**Greenwood**  
LAND USE BY-LAW  
Map 6

- R1 - Residential One Unit
- R2 - Residential One and Two Units
- R3 - Residential Mixed Density
- R4 - Residential Multi-Unit
- R5 - Comprehensive Neighbourhood Development
- C1 - General Commercial
- C3 - Mixed Commercial Residential
- M1 - Light Industrial Commercial
- I1 - Institutional
- A2 - Rural Mixed Use
- P1 - Commercial Recreation
- O1 - Environmental Constraints Zone

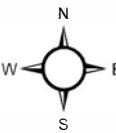
- Growth Centre
- Noise Exposure Contour (35)
- Town, First Nations or Federal Land
- Rural Area
- Development Agreement
- Environmentally Sensitive Area (ESA) Overlay
- Wellfield Zone
- Waterbody
- Collector Road
- Road

APPROVED ON: March 5, 2020

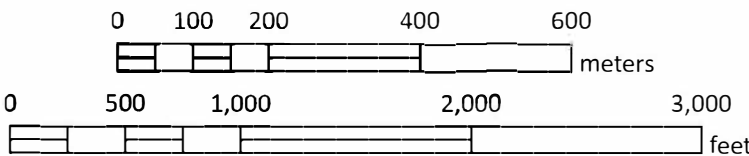
AMENDED TO:

MAP UPDATED: September 20, 2022

Growth Centres  
in Kings County



Scale 1:10,000



Lands covered by watercourses/waterbodies shall be subject to the requirements of the Environmental Constraints (O1) Zone.

This map is a graphical representation of property boundaries and Municipal boundaries. It is not a survey and is not intended to be used to calculate exact dimensions or area.

Source: Property Records Database and Topographic Database, NS Geomatics Centre; all other data originates with the Municipality of the County of Kings



Municipality  
of the  
County of Kings



# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**       **Public Hearing – REZONING in GREENWOOD**  
Application to rezone a portion of a property to the Residential Mixed Density (R3) Zone on Highway 201, Greenwood (PID 55120059) to permit grouped dwellings.  
**File #21-23 (Applicants – Mary D’entremont and Jack (Brian) Morse)**

**From:**         Planning and Development Division

**Date:**         April 4, 2023

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### **Background**

Mary D’entremont and Jack Morse have applied to rezone the front portion of their 27-acre property in Greenwood from the Residential One and Two Unit (R2) Zone, to the Residential Mixed Density (R3) Zone to enable the development of several grouped dwellings. These homes would be accessed from Highway 201 and be built through multiple phases. The back portion of the subject property contains a wetland which is not included in the proposed rezoning boundary and is intended to be avoided by this development.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on February 14, 2023. At this meeting the Committee forwarded a positive recommendation to Council.

On February 14, 2023 Municipal Council gave First Reading to the proposed map amendment and forwarded it on to this Public Hearing. The proposed map 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 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

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

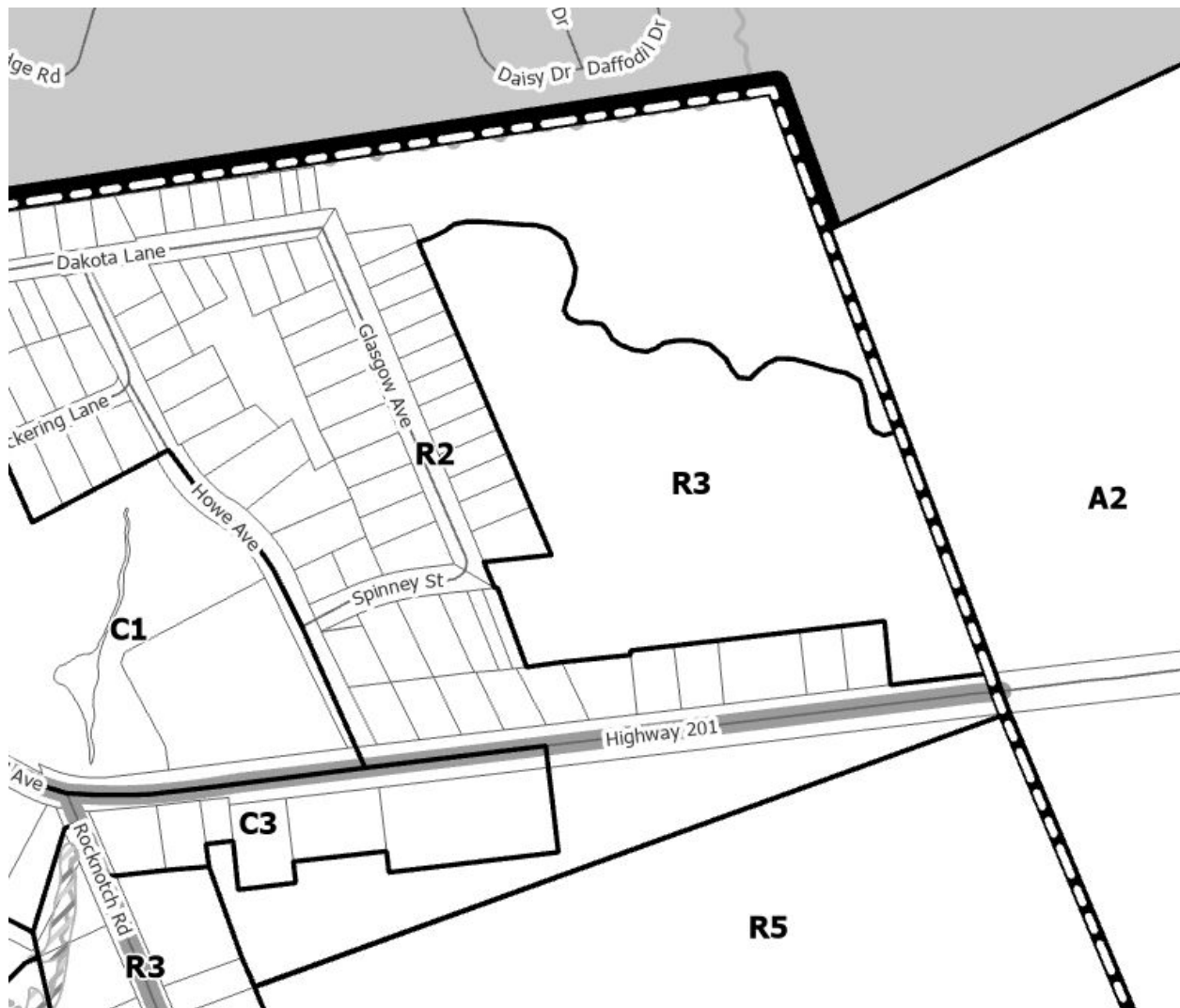
#### THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Planning Application to rezone a portion of PID 55120059 Highway 201, Greenwood, from the Residential One and Two Unit (R2) Zone to the Residential Mixed Density (R3) Zone.

#### 1. BY-LAW 106 Land Use By-law

Amend Map 6 Greenwood, by rezoning a portion of PID 55120059 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 6 below.



# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**       **Public Hearing – DEVELOPMENT AGREEMENT in COLDBROOK**  
Application for a DEVELOPMENT AGREEMENT on the property at HIGHWAY 1,  
COLDBROOK (PID 55153696) to permit Building and Construction Contractors and  
Manufacturing uses  
**File # 22-09 (Cody Holland)**

**From:**           Planning and Development Division

**Date:**            April 4, 2023

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### **Background**

Cody Holland has applied for a DEVELOPMENT AGREEMENT on the property at 7096 HIGHWAY 1, COLDBROOK (PID 55153696). The requested change is to permit Building and Construction Contractors and Manufacturing uses.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on February 14, 2023. At this meeting, the Committee forwarded a positive recommendation to Council.

On MARCH 7, 2023, 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**

### **DEVELOPMENT AGREEMENT Appendix A: Draft Development Agreement**

THIS DEVELOPMENT AGREEMENT BETWEEN:

**Cody Holland, Douglas Holland and Gilleen Alcoe-Holland** of Coldbrook, 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 55153696; and

WHEREAS the Property Owner wishes to use the Property for a Building and Construction  
Contractors use and Manufacturing use; and

WHEREAS the Property is situated within an area designated Commercial (C) on the Future Land  
Use Map of the Municipal Planning Strategy, and zoned Mixed Commercial Residential Use (C3)  
and is in Zone D of the Kentville Wellfield Protection Overlay on the Zoning Map of the Land Use  
By-law; and

WHEREAS policy 3.2.9 of the Municipal Planning Strategy provides 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) The following uses are enabled on the Property by this Agreement:
  - i. Manufacturing Use of small structures manufactured onsite, to be located within the building labelled “proposed workshop” on Schedule B – Site Plan and occupying no more than 2,500 square feet of gross floor area;
  - ii. Building and Construction Contractors Use;
  - iii. Accessory Outdoor Commercial Display is permitted subject to the Mixed Commercial Residential (C3) Zone, which changes from time to time except the setback distance to the front lot line, which shall be 20 feet.
  - iv. Uses and buildings accessory to the uses enabled subject to the requirements for accessory buildings in the Mixed Commercial Residential Zone (C3) Zone and subject to the 30 foot vegetative buffer, as indicated on Schedule B – Site Plan .

- v. Existing Residential dwelling to as labelled on site plan may contain up to two residential units or could be converted to an accessory office for a permitted use

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 shall serve to remove the non-conforming status of the use or structure on the Property.

## **2.2 Site Plan**

- (a) All uses enabled by this Agreement on the property shall be developed in accordance with the site plan as shown in Schedule B – Site Plan.
- (b) A 30-foot wide vegetative buffer, as indicated on Schedule B – Site Plan, is required to be maintained on the Property where it abuts properties located within a residential zone. This area is intended to be an area of no activity related to the permitted uses on the Property. Should the existing trees in the vegetative buffer be removed, a 6-foot opaque fence must be installed.

## **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 this property shall not be permitted unless the subdivision serves to enlarge the property.

## **2.5 Erosion and Sedimentation Control**

During any site preparation, construction activities or demolition activities of a structure or parking area, all exposed soil shall be stabilized immediately, and all silt and sediment shall be contained within the site 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.

## **2.6 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 downward and away from streets and neighbouring properties.

## **2.7 Servicing**

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

## **2.8 Signage**

Uses enabled by this Agreement shall be subject to the signage requirements of the General Commercial (C1) Zone.

# **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:

(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.

**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) 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 30 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 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.

#### **5.12 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.



**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:

**CODY HOLLAND**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Cody Holland

\_\_\_\_\_  
Date

**DOUGLAS HOLLAND**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Douglas Holland

Date

**GILLEAN ALCOE-HOLLAND**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Gillian Alcoe-Holland

Date

DRAFT

Schedule A – Property Description  
*Accessed on Property Online on February 8, 2023*

PARCEL C.M. SOUTH SIDE HIGHWAY NO. 1, COLDBROOK, KINGS COUNTY, NOVA SCOTIA WEST OF LOCKHART ROAD

ALL that certain parcel of land on the south side of Highway No. 1 at Coldbrook, Kings Country, Nova Scotia, the boundaries of which are described as follows:

BEGINNING at a survey marker placed in the southeast corner of lands of Leslie St. Clair Mansfield and Joyce Elizabeth Mansfield (Book 547, Page 483). This survey marker placed bears South Nine Degrees Fifty-Seven Minutes and Seven Seconds East 150 feet from a survey marker found on the south road limit of Highway No. 1 which bears South Eighty-Four Degrees Twenty-Four Minutes and Twenty-One Seconds West 485.96 feet from Nova Scotia Control Monument 7679;

THENCE South Thirteen Degrees Forty-Two Minutes Forty-Six Seconds East by the lands of Darrell Wayne Morine and Barbara Ann McKay (Book 752, Page 785) 345.94 feet to an iron pipe found in the north bound of lands of the Estate of J. Murray Dennison;

THENCE North Eighty-Seven Degrees Six Minutes Thirty-Five Seconds West by the north bound of lands of the Estate of J. Murray Dennison 340.10 feet to a survey marker placed;

THENCE North Two Degrees Thirteen Minutes Forty-eight Seconds West by the east bound of lands of the Estate of J. Murray Dennison 460.0 feet to an iron pipe found in the south road limit of Highway No. 1;

THENCE North Eighty-Eight Degrees Twenty-Three Feet Twenty Seconds East 124.73 feet to a survey marker placed in the northwest corner of lands of Leslie St. Clair Mansfield and Joyce Elizabeth Mansfield;

THENCE South Eleven Degrees Fifty-Three Minutes Nineteen Seconds East by the west bound of the Mansfields 150.00 feet to a survey marker placed;

THENCE North Eighty-eight Degrees Forty-Six Minutes Forty-Nine Seconds East by the south bound of the Mansfield lands 120.0 feet to the place of beginning.

BEING AND INTENDED TO BE Parcel C.M. shown on a plan of survey prepared by Shaun R. Stoddart, plan of survey prepared by Shaun R. Stoddart, N.S.L.S., dated February 24, 1989, his file C-89003. A copy of this plan bearing the approval of the Municipality of the County of Kings for the consolidation of Lot 1, Parcel B and Parcel C to form Parcel C.M. was filed in the Registry Office for Kings County on March 8, 1989 as Plan No. p-7645. The consolidation was approved on March 8, 1989 under the Municipal Approval No. 890056. Lot 1 is intended to be the land conveyed by the Director, Veterans Land Act to Ansel Mansfield Whitehouse and Cora Jean Whitehouse by deed dated April 16, 1980 and recorded December 16, 1981 in the Registry Office for Kings County, Nova Scotia in Book 532, Page 313.

Parcel B is intended to be the lands conveyed by Murray Dennison and Alta Dennison to Cora Jena Whitehouse by deed dated February 1, 1973 and registered on February 1, 1973 in Book 333, Page 679.

Parcel C is intended to be the lands conveyed by Murray Dennison and Alta Dennison to Cora Jean Whitehouse on February 1, 1973 and registered on February 1, 1973 in Book 333, Page 676.

\*\*\* 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

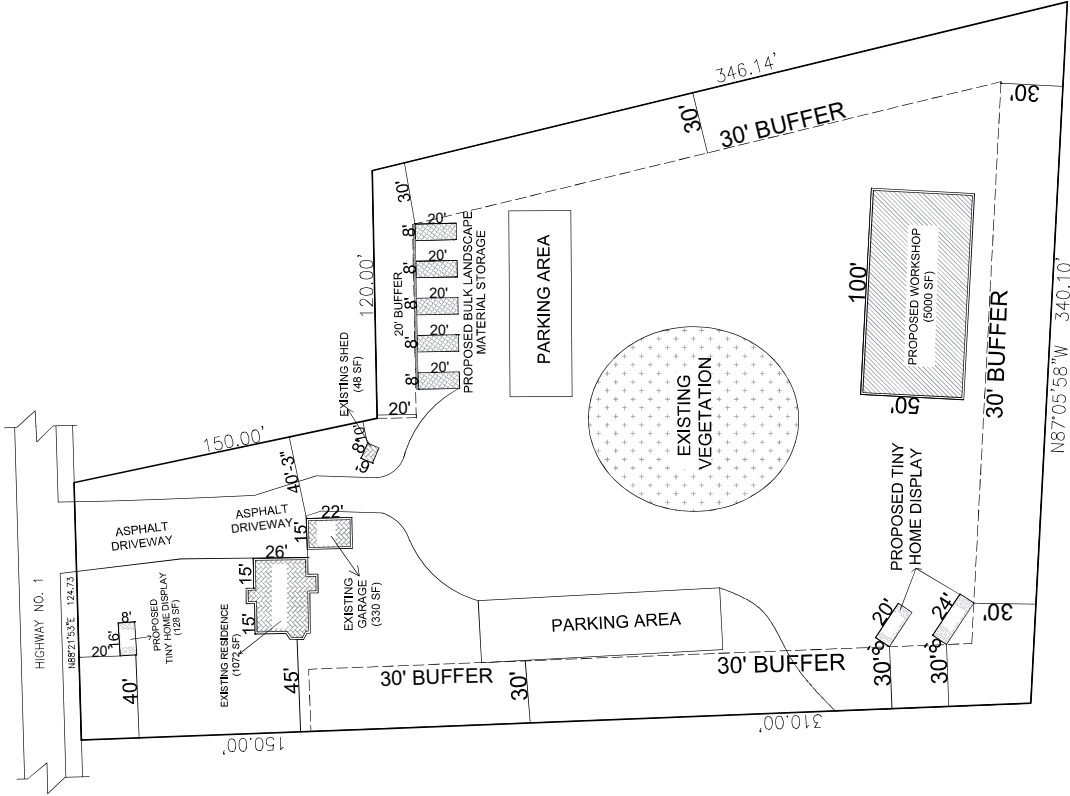
Registration District: KINGS COUNTY

Registration Year: 1989

Plan or Document Number: P7645

SITE PLAN

LOCATION: 7096 Highway 1, Coldbrook, Nova Scotia, B4R1C1



A/C

SCOPE OF WORK

-SITE PLAN TO SHOW EXISTING BUILDINGS  
AND PROPOSED PLANS FOR THE  
DEVELOPMENT AGREEMENT AT 7096  
HIGHWAY 1, COLDBROOK, NS.

LOT SIZE

2.73 Acres

SHEET TITLE

SITE PLAN

CLIENT:

CODY HOLLAND

DEEN'S CONSULTS

Architects, Planners & Project Managers

ASMAIL107@gmail.com

ARCHITECT

Deen's consult

DRAWN

Deen's consult

CHECKED BY

Deen's consult

SCALE 1"=50'

DATE

02-23-2023

SHEET NO.

01



# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**       **Public Hearing – LAND USE BY-LAW TEXT AMENDMENT in GRAND PRÉ**  
Application to LAND USE BY-LAW TEXT AMENDMENT within the Historic Hamlet  
of Grand Pré (A5) Zone to permit FARM SUPPORTIVE USES  
**File # 22-21 (JASON LYNCH)**

**From:**           Planning and Development Division

**Date:**            APRIL 4, 2023

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### **Background**

Jason Lynch has applied for a LAND USE BY-LAW TEXT AMENDMENT WITHIN THE Historic Hamlet of Grand Pré (A5) Zone (PID 55221949). The requested change is to add FARM SUPPORTIVE USES to the list of permitted uses within the zone.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on FEBRUARY 14, 2023. At this meeting the Committee forwarded a positive recommendation to Council.

On MARCH 7, 2023, Municipal Council gave First Reading to the proposed LAND USE BY-LAW TEXT AMENDMENT and forwarded it on to this Public Hearing. The proposed LAND USE BY-LAW TEXT AMENDMENT is attached as Appendix B.

### **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 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 B

### Proposed Land Use By-law Text 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 Text Amendment to add a permitted use within Historic Hamlet of Grand Pré (A5) Zone.

#### BY-LAW 106 Land Use By-law

1. Amend section 8.7.2.1 of the Land Use By-Law, Permitted Uses within the Historic Hamlet of Grand Pré (A5) Zone, by adding Farm Supportive Use to the Permitted Uses List.

#### 8.7.2.1 Permitted Uses

The following uses shall be permitted in the Historic Hamlet of Grand Pré (A5) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

RESIDENTIAL USES	SPECIAL CONDITIONS
One Unit Dwellings	
Semi-detached Dwellings	
Two Unit Dwellings	

NON-RESIDENTIAL USES	SPECIAL CONDITIONS
Agricultural Uses	
Agritainment Uses	Section 14.3
Bunkhouses	Section 8.7.4.1
Community Facilities	
Farm or Vineyard Product Sampling	Section 14.3
Farm Market Outlets	
<i>Farm Supportive Uses</i> <sup>1</sup>	
Farm Tenements	Section 8.7.4.1
Greenhouses	
Livestock Operation	Section 14.3
Places of Worship	
Tourist Commercial Uses	Section 14.3

<sup>1</sup> Amended to add Farm Supportive Uses, [date], File 22-21