



MUNICIPALITY *of the*  
COUNTY *of* KINGS

# **PUBLIC HEARING**

**Thursday January 11<sup>th</sup> 2024**

**6:00 P.M.**

**Council Chambers**

## **AGENDA**

	Page
1. Call Meeting to Order	
2. Application to amend the Grand Pré Conservation District Maps (Katie Ollmann File # 23-14)	2
3. Application to rezone a portion of properties in Greenwood from the Rural Mixed Use (A2) Zone to the Rural Industrial (M3) Zone (Katie Ollmann File # 22-17)	5
4. Application to rezone a property in Waterville from the Residential Medium Density (R3) Zone to the Mixed Commercial Residential (C3) Zone. (Alice Jacob File # 23-11)	8
5. Application to enter into a development agreement to permit a Comprehensive Neighbourhood Development in Port Williams (Laura Mosher File # 22-02)	10
6. Adjournment	

**THE MUNICIPALITY OF THE COUNTY OF KINGS**

**REPORT TO MUNICIPAL COUNCIL**

**Subject: Public Hearing – Heritage Conservation District Plan and By-law Map Amendments**

Application to amend the Grand Pre Conservation District Plan and By-law Maps by removing the property at 2176 Grand Pre Road  
**File # 23-14**

**From:** Planning and Development Services

**Date:** January 11, 2024

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**Background**

Victoria and Terry Bell have applied to have the property at 2176 Grand Pré Road, Grand Pré removed from the Heritage Conservation District ('HCD').

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

On December 5, 2023 Municipal Council gave First Reading to the proposed Heritage Conservation District Plan and By-law map amendments and forwarded it on to this Public Hearing. The proposed Heritage Conservation District Plan and By-law map amendments are attached as Appendices A and 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 A –  
Draft Amendment to the Heritage Conservation District Plan Map**

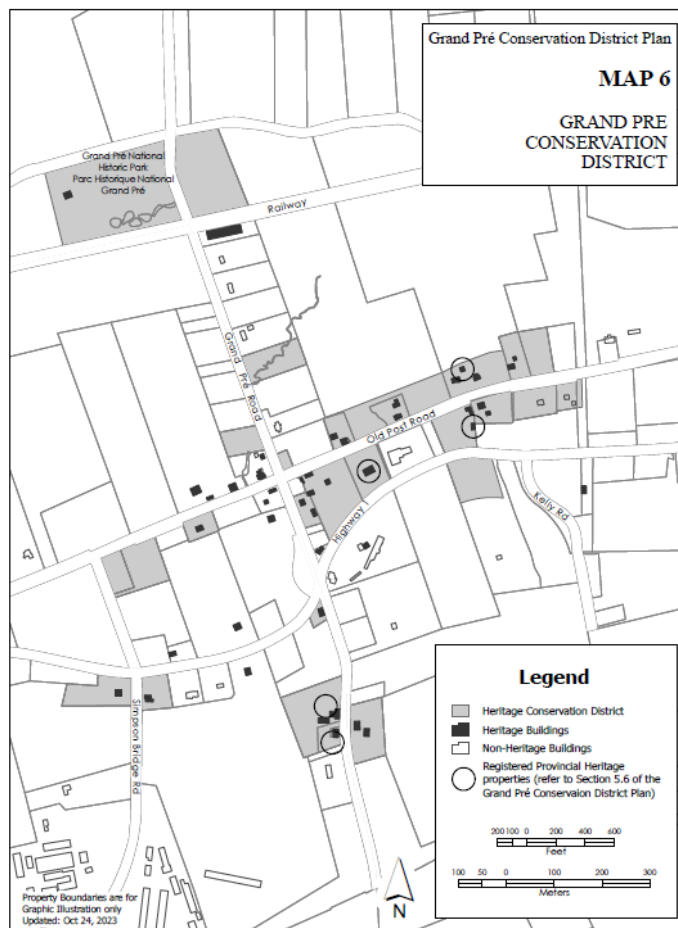
**THE MUNICIPALITY OF THE COUNTY OF KINGS**

**AMENDMENT TO COUNTY OF KINGS  
GRAND PRÉ HERITAGE CONSERVATION DISTRICT PLAN**

**Map amendment to the Grand Pré Conservation District Plan Map by removing a property at 2176  
Grand Pré Rd, Grand Pré**

**GRAND PRÉ HERITAGE CONSERVATION DISTRICT PLAN**

1. Delete MAP 6 and replace it with the following:

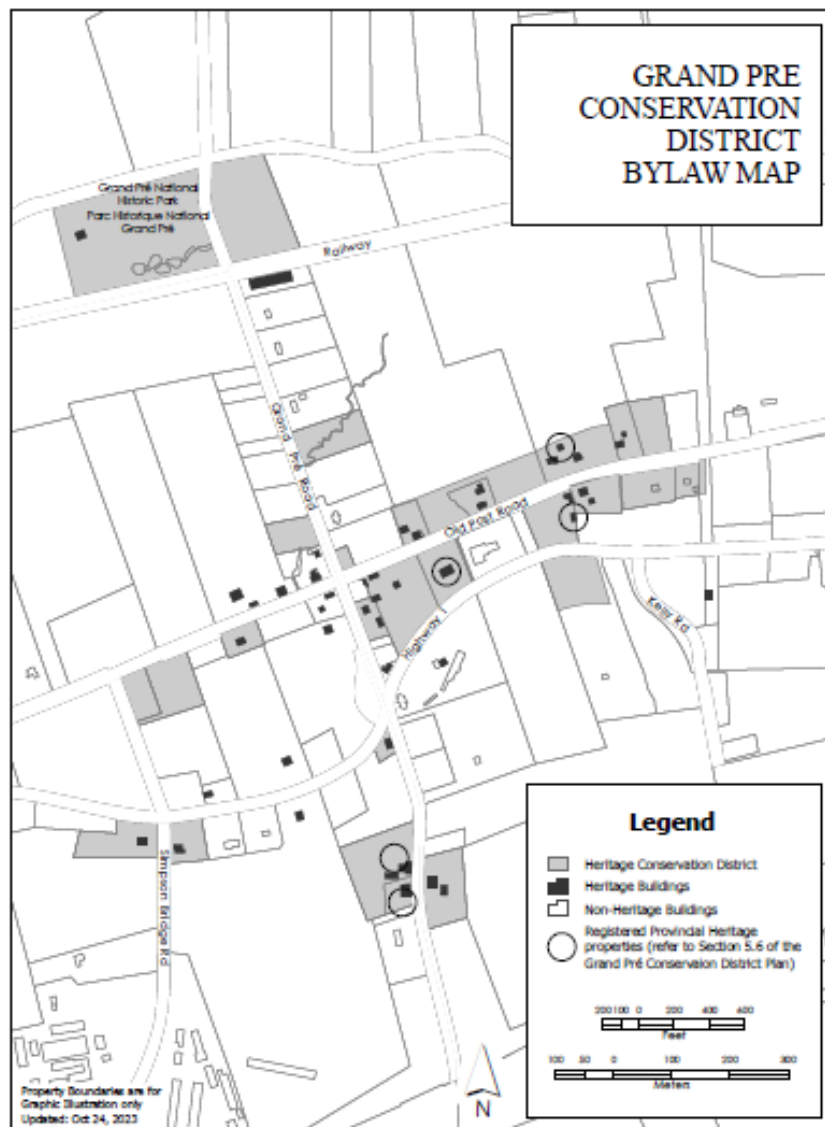


**Appendix B**  
**Draft Amendment to the Heritage Conservation District By-law Map**

**Map amendment to the Grand Pre Heritage Conservation District By-law Map by removing a property at 2176 Grand Pre Rd, Grand Pre**

**GRAND PRE HERITAGE CONSERVATION DISTRICT BYLAW**

1. Delete Grand Pre Conservation District Bylaw Map and replace it with the following:



**THE MUNICIPALITY OF THE COUNTY OF KINGS**

**REPORT TO MUNICIPAL COUNCIL**

**Subject: Public Hearing – LAND USE BY-LAW MAP AMENDMENT**

Land Use By-Law Map Amendment to rezone the property 1291 Highway 201 and a portion of an abutting parcel (PIDs 55448005, and 55517080) from the Rural Mixed Use (A2) Zone to the Rural Industrial (M3) Zone, Greenwood  
**File # 22-17**

**From:** Planning and Development Services

**Date:** January 11, 2024

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**Background**

Glenn Bowlby on behalf of KRJ Property Holdings Ltd., has applied to rezone portions of 1291 Highway 201 and a portion of an abutting parcel a portion of the subject properties from the Rural Mixed Use (A2) Zone to the Rural Industrial (M3) Zone to permit the reuse of existing buildings as office space for a local excavating and paving company as well as the development an asphalt plant in association with the business, and outdoor self-storage. The application also involved the discharge of a development agreement that permits an abattoir and meat processing plant on the subject property.

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

On December 5<sup>th</sup>, 2023, Municipal Council gave First Reading to the proposed Land Use By-law map amendment and forwarded it on to this Public Hearing. The proposed Land Use By-law map amendment is attached as Appendix A. Council also approved the discharge of the development agreement that permits the former uses on the subject property.

**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 A: Draft Land Use By-law Map Amendment (By-law 106)**

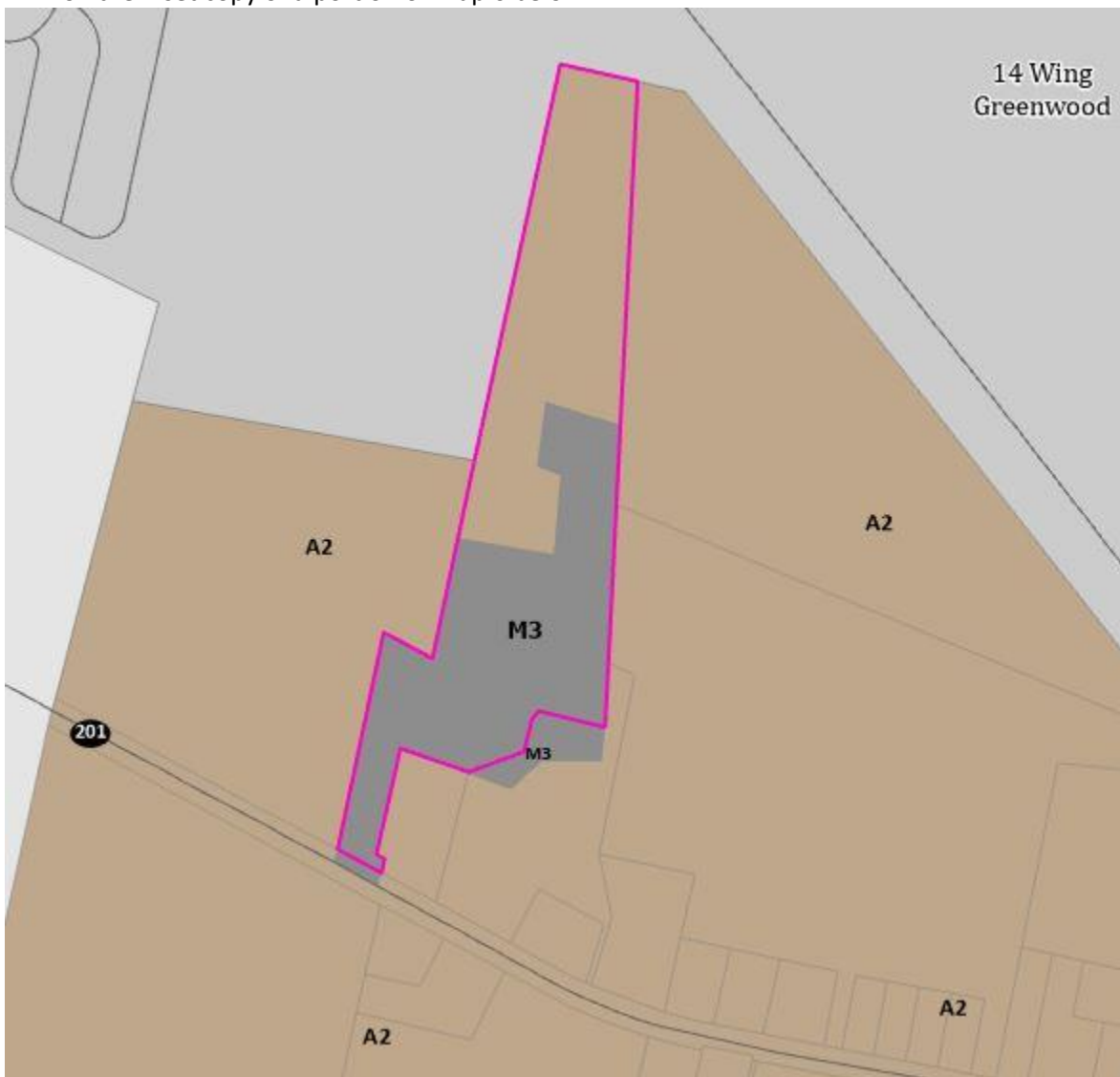
**THE MUNICIPALITY OF THE COUNTY OF KINGS**

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

**Rezone a portion the property and adjacent property at 1291 Highway 201 and a portion of an abutting parcel, Greenwood from the Rural Mixed Use (A2) Zone to the Rural Industrial (M3) Zone.**

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

1. Amend Map 6 by adjusting the zone boundary to rezone a portion of PID 55448005 and PID55517080, from the Rural Mixed Use (A2) Zone to the Rural Industrial (M3) 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 – Land Use By-law Map Amendment in Waterville**  
Application to rezone the property located at 5431 Highway 1 (PID: 55159180), Waterville from the Residential Mixed Density (R3) Zone to the Mixed Commercial Residential (C3) Zone.  
**File: 23-11 (Andrew George)**

**From:** Planning and Development Department

**Date:** January 11, 2024

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### **Background**

Andrew George of East Coast Cremations and Funeral Consulting Limited has applied to amend the Land Use By-law ('LUB') map to rezone the property located at 5431 Highway 1 (PID: 55159180), Waterville from the Residential Mixed Density (R3) Zone to Mixed Commercial Residential (C3) Zone to permit the conversion of an existing place of worship (church) into a funeral home. The application also involved the discharge of a development agreement that permits the place of worship (church) on the subject property.

The staff report and draft Land Use By-Law map amendment were reviewed by the Planning Advisory Committee (PAC) at its meeting on November 14, 2023. At this meeting, the Committee forwarded a positive recommendation to Council.

On December 5, 2023, Municipal Council gave First Reading to the proposed Land Use By-Law map amendment and forwarded it on to this Public Hearing. The proposed Land Use By-Law map amendment is attached as Appendix A. Council also approved the discharge of the development agreement that permits the place of worship (church) on the subject property.

### **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 a 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**

**Land Use By-Law Map Amendment to rezone the property located at 5431 Highway 1 (PID: 55159180),  
Waterville from the Residential Mixed Density (R3) Zone to the Mixed Commercial Residential (C3)  
Zone.**

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

1. Amend Map 12 Waterville, to rezone PID 55159180, from the Residential Mixed Density (R3) Zone to the Mixed Commercial Residential (C3) 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 – Development Agreement in Port Williams**  
Application to enter into a development agreement for a comprehensive neighbourhood development consisting of a mix of residential uses on a vacant parcel on the west side of Collins Road (PIDs 55037139), Port Williams  
**File # 22-02 (Aaron Ewer)**

**From:**            Planning and Development Division

**Date:**             January 11, 2024

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### **Background**

Aaron Ewer has applied to enter into a development agreement on a vacant parcel located on the west side of Collins Road in Port Williams. The proposal for development consists of a mix of residential uses made up of multi-unit dwellings, one unit dwellings and two unit dwellings.

The application and staff report were reviewed by the Port Williams Area Advisory Committee (AAC) on October 12, 2023 and the Planning Advisory Committee (PAC) on November 14, 2023. At these meetings, the Committees forwarded a positive recommendation to Council.

On December 5, 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 development agreement by giving it Final Consideration 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 A

### Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

**SAG (PW) DEVELOPMENTS INC.** of Port Williams, 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 55037139; and

WHEREAS the Property Owner wishes to use the Property for a Comprehensive Neighbourhood Development; and

WHEREAS a portion of the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Comprehensive Neighbourhood Development (R5) on the Zoning Map of the Land Use By-law; and

WHEREAS policies 3.1.13 of the Municipal Planning Strategy and section 4.7.4(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) *Agricultural buffer* means an area of land located within the Comprehensive Neighbourhood Development (R5) Zone having a width no less than 100 feet located parallel to the zone boundary between the Agricultural (A1) Zone and the Comprehensive Neighbourhood Development (R5) Zone. . No development is permitted within this area unless otherwise specified in this Agreement.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Permitted Uses and Requirements**

That the Parties agree that the portion of the Property within the Comprehensive Neighbourhood Development (R5) Zone is permitted to be developed with the following:

Residential uses developed at a minimum density of four (4) units per acre and consisting of a combination of dwelling types:

- (a) One multi-unit dwelling containing a maximum of 40 residential units and having a maximum building height of 4 storeys or 45 feet, whichever is greater in the area labelled 'Phase 1 Multi Unit Block' on Schedule B – Site Plan and subject to the following:

- i. Multi-unit dwellings shall be subject to the zone requirements of the Residential Multi-unit (R4) Zone;
  - ii. A parking rate of 1.5 spaces per residential unit is required and may be provided below or at grade. Below grade parking areas are permitted to extend beyond the building footprint but shall not extend closer than 20 feet to any lot line;
  - iii. The Property Owner is required to provide 100 square feet of amenity area per residential unit which may include common outdoor spaces, private outdoor spaces and/or indoor common spaces;
  - iv. Indoor common spaces may be provided in one or more accessory buildings subject to the requirements of this Agreement.
- (b) Any of the Residential Uses permitted in the Residential One and Two Unit (R2) Zone in the area labelled 'Phase 1 Grouped Dwellings' on Schedule B – Site Plan. Any number of dwellings are permitted to be located on a lot, subject to the zone requirements for grouped dwellings in the Residential Mixed Density (R3) Zone;
- (c) Any of the Residential Uses permitted in the Residential One and Two Unit (R2) Zone in the areas labelled 'Phase 1 Low Density' and 'Phase 2 Low Density' on Schedule B – Site Plan and subject to the requirements of that zone;
- (d) Multi-unit dwellings containing a maximum of 40 residential units and having a maximum building height of 4 storeys or 45 feet, whichever is greater in the areas labelled 'Phase 2 Multi Unit Block' on Schedule B – Site Plan and subject to the following:
- i. Multi-unit dwellings shall be subject to the zone requirements of the Residential Multi-unit (R4) Zone;
  - ii. Notwithstanding (i) above, a minimum 35 foot setback is required from Collins Road;
  - iii. A parking rate of 1.5 spaces per residential unit is required and may be provided below or at grade. Below grade parking areas are permitted to extend beyond the building footprint but shall not extend closer than 20 feet to any lot line;
  - iv. Parking areas are not permitted to be located in the yard abutting the Future Road as shown on Schedule B – Site Plan;
  - v. Access to development within the area labelled 'Phase 2 Multi Unit Block' shall be permitted only from the Future Road;
  - vi. The Property Owner is required to provide 100 square feet of amenity area per residential unit which may include common outdoor spaces, private outdoor spaces and/or indoor common spaces;
  - vii. Indoor common spaces may be provided in one or more accessory buildings subject to the requirements of this Agreement.
- (e) Uses and buildings accessory to the uses listed above and subject to the following:
- i. Accessory buildings and uses shall not be located within the required 100 foot agricultural buffer located along the zone boundary line of the Property and shall be subject to the zone requirements that otherwise applies to the property as identified above;
  - ii. Notwithstanding (i) above, a new public road may be located within the required 100 foot agricultural buffer;
  - iii. Notwithstanding (i) above, a new walking trail having a minimum width of five (5) feet and made of a flat and stable surface shall extend from Collins Road to the existing trail system owned and operated by the Village of Port Williams on PID 55460372 or 55460364 and shall be publicly accessible either through the transfer of ownership to the Village of Port Williams or registration of access easements; and

iv. Accessory building height shall not exceed 20 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.

### **2.3 Phasing**

Subdivision approval for the creation of the Future Road, as identified on Schedule B – Site Plan shall not be granted until the following conditions have been met:

- (a) an occupancy permit is granted for the multi-unit dwelling permitted in Phase 1; and
- (b) final approval is granted for the extension of Steeple View Drive in Phase 1.

### **2.4 Site Plan**

All uses enabled by this Agreement on the Property shall be developed in general accordance with Schedule B - Site Plan;

### **2.5 Appearance of Property**

The overall appearance of the Property shall be subject to the following:

- (a) 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.
- (b) Any portion of the property not covered by buildings or parking areas shall be landscaped with a mixture of grass, flower beds, shrubs, trees or other permeable surfaces.

### **2.6 Subdivision**

Subdivision of the property shall be subject to the following:

- (a) Subdivision within areas labelled 'Phase 1 Low Density' and 'Phase 2 Low Density' may occur in accordance with the requirements of the Residential One and Two Unit (R2) Zone;
- (b) Subdivision within areas labelled 'Phase 1 Multi Unit Block' and 'Phase 2 Multi Unit Block' may occur in accordance with the requirements of the Residential Multi-unit (R4) Zone;
- (c) Completion of a publicly accessible trail described in 2.1(e)(iii) of this Agreement shall be required to be completed and be accessible to the public prior to an application for tentative approval for the creation of the "Future Road" as identified on Schedule B – Site Plan.
- (d) Any subdivision that would result in the creation of any new public road not identified on Schedule B – Site Plan shall require an amendment to this Agreement.

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.

## **2.7 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 and all silt and sediment shall be contained within the site according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.

## **2.8 Lighting**

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

## **2.9 Street Lights**

- (a) LED street lights shall be provided throughout the area of the development agreement and placement shall be approved by the Municipal Engineer;
- (b) Both the poles and LED lamps used for street lights are to be acceptable to the Municipal Engineer;
- (c) Stand-alone street light poles and fixtures (if the Property Owner chooses not to install regular lights on the power poles) may be conveyed to the Municipality or the Village at time of final subdivision approval; and
- (d) The area of the development agreement shall be subject to the applicable Municipal street Lighting By-law as amended from time-to-time.

## **2.10 Drainage**

The following shall be required prior to final of subdivision approval:

- (a) A drainage plan incorporating low impact stormwater management initiatives to the satisfaction of the Municipal Engineer.
- (b) Engineering record drawings shall be submitted to the Municipal Engineer within ten (10) business days of completion of any work related to the implementation of a drainage plan.

## **2.11 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 including, but not limited to:

- (a) Parking areas associated with multi-unit dwellings permitted in Phase 2 may be permitted to be located in the front yard provided a satisfactory parking layout plan showing

landscaping elements, pedestrian safety infrastructure and internal layout is submitted and is attached as a Schedule to this Agreement;

- (b) Changes to Schedule B – Site Plan that do not result in any of the following:
  - (i) increase in the total number of permitted residential units within a Multi-unit Dwelling,
  - (ii) the creation of new public roads not shown on Schedule B – Site Plan;
- (c) Changes to the phasing of the development.

**3.2** The following matters are substantive matters:

- (a) any increase in the number of residential units permitted within multi-unit dwellings permitted in Section 2.1 of this Agreement that would result in a higher residential unit per area requirement than permitted in the Residential Multi-unit (R4) Zone;
- (b) any increase in the building height of Multi-unit dwellings permitted in Section 2.1 of this Agreement; and
- (c) subdivision that would result in the creation of any new public road not shown on Schedule B – Site Plan;

**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 provided the following conditions are met:

- (a) any easements necessary to maintain existing vehicular public road access based on the as-developed condition at the time of discharge are registered on any affected parcels;
- (b) easements or agreements are in place to the satisfaction of the Development Officer addressing shared amenities including, but not limited to, parking, use of amenity areas and trails if the requirements of this Agreement are not met on individual properties to which this Agreement applies;

**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. 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 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;
- (b) Development included in Phase 1 of this Agreement as provided in Part 2 of this Agreement shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* thirty (30) days after giving Notice of Intent to Discharge to the Property Owner.
- (c) Upon the written request of the Property Owner, the Development Officer, at their sole discretion, may grant an extension for a period of time that they deem appropriate.
- (d) The Property Owner shall be in complete compliance with all other provisions of this Agreement within six (6) months of receiving an Occupancy Permit for any new residential units enabled by this Agreement in section 2.1.

#### **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 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.

**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:

**SAG (PW) Developments Inc.**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
R. Bruce McLeod, President

\_\_\_\_\_  
Date

## **Schedule A – Property Description**

*Accessed October 2023 on Property Online*

ALL that certain lot, piece or parcel of land situate near Port Williams, in the County of Kings and Province of Nova Scotia, being the Remainder of Lands conveyed to the Nova Scotia Farm Loan Board, Book 405, Page 78 (Riverbrook Farms Limited) to be an addition to Lands Conveyed to the Nova Scotia Farm Loan Board, Book 405, Page 78 (Riverbrook Farms Limited) as shown on Plan of Subdivision prepared by Shaun R. Stoddart, NSLS, dated March 2, 1990, approved by the Development Officer for the County of Kings on March 19, 1990, under registration number 900056 as "Parcel SA (agricultural use) and Remainder", and now filed in the Registry of Deeds Office, Kentville, NS, as Plan P-8072, said Remainder lands being comprised of the following two parcels, more particularly bounded and described as follows:

### **FIRST PARCEL:**

ON the east by a road formerly known as the Sibley Road (now known as Collins Road);

ON the south by lands now or formerly of the late Andrew Withers and lands now or formerly of Benjamin Bezanson;

ON the west by lands now or formerly of the late Charles Robinson;

ON the north by lands now or formerly of Henry Powers.

BEING AND INTENDED TO BE the same lands and premises as conveyed by Dexter Collins et ux by deed dated February 9, 1928 and recorded in the Registry of Deeds Office at Kentville, NS, in Book 147, Page 406.

### **AND ALSO:**

### **SECOND PARCEL:**

ALL and singular the land and premises situate, lying and being on the west side of the Sibley Road (now known as Collins Road), in the Township of Cornwallis, County of Kings and Province of Nova Scotia, being more particularly bounded and described as follows:

BEGINNING on the southeast corner of lands now or formerly owned by Benjamin Woodworth;

THENCE westerly by said lands of Benjamin Woodworth and lands now or formerly of F. M. Vaughan and now or formerly of Leander Woodworth to lands now or formerly owned by Henry Robinson;

THENCE southerly by said Robinson lands to lands now or formerly owned by Dexter Collins;

THENCE by said Collins lands to lands formerly of Charles Graves, now or formerly of John Donaldson;

THENCE northerly and easterly by said lands of John Donaldson to the Sibley Highway (now Collins Road);

THENCE northerly by the said highway to the place of beginning.

Containing 19 acres more or less.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM the following parcels:

1. All and singular the lands and premises situate, lying and being on the west side of the Sibley Road in the County of Kings, more particularly bounded and described as follows:  
COMMENCING at a stake standing in the northeast corner of lands now or formerly of John Donaldson;  
THENCE in a westerly direction along the north side of said Donaldson lands a distance of 290 feet to the northwest corner of said Donaldson lands;  
THENCE continuing in the west prolongation of the said north side line of said Donaldson lands and along other lands of Cyrus and Manning Ells Limited a distance of 260 feet to a stake;  
THENCE in a northerly direction and in a line parallel to the west side line of said Sibley Road a distance of 115 feet to a stake;  
THENCE in an easterly direction and in a line parallel to the first mentioned bound herein a distance of 550 feet to a stake standing in the west side line of said Sibley Road, so called;  
THENCE in a southerly direction along the west side line of Sibley Road a distance of 115 feet to the place of beginning.

2. ALL that piece or parcel of land situate at Cornwallis (near Port Williams) in the County of Kings and Province of Nova Scotia, on the West side of the road leading from Port Williams to Church Street (sometimes known as the Collins Road) bounded and described as follows:

COMMENCING at the Northeast corner of lands formerly of Dexter Collins, and now of Lawrence Coldwell, on the said Road;

THENCE North ten rods by the West side of the said road to lands formerly of Rev. J. L. Donaldson, marked by the Farm Road leading Westerly from the Collins Road to Ells Poultry House;

THENCE West by the said Farm Road lands formerly of Rev. J. L. Donaldson, as marked by the South boundary of the said Farm Road and lands formerly of the Rev. J. L. Donaldson, a distance of Sixteen rods to lands formerly of the said J. L. Donaldson and now of Lawrence Coldwell;

THENCE South by said lands formerly of Donaldson and now of Lawrence Coldwell Ten rods to the North boundary of lands formerly of Collins aforesaid and now of Lawrence Coldwell;

THENCE East by lands formerly of said Dexter Collins and now of Lawrence Coldwell Sixteen rods to the place of beginning;

Containing one acre more or less and being PID 55022685.

3. That parcel of land described as Parcel A on a plan filed as P-2380 and more particularly described in a deed recorded on February 17, 1977, in Book 413, Page 940 in the Kings County Registry of Deeds Office, Kentville, NS.

4. That parcel of land described as Lot R.F.L.-1 on a plan filed as P-7488 and more particularly described in a deed recorded on December 1, 1988, in Book 760, Page 27 in the Kings County Registry of Deeds Office, Kentville, NS.

5. That parcel of land described as Parcel T.P.W. on a plan filed as P-8009 and more particularly described in a deed recorded on February 19, 1990 , in Book 809, Page 302 in the Kings County Registry of Deeds Office, Kentville, NS.

6. That parcel of land described as Parcel S.A. on a plan filed as P-8072 and more particularly described in a deed recorded on April 18, 1990 , in Book 815, Page 689 in the Kings County Registry of Deeds Office, Kentville, NS.

7. That parcel of land described as Parcel R-1 on a plan filed as P-10740 and more particularly described in a deed recorded on August 25, 1997 , in Book 1117, Page 609 in the Kings County Registry of Deeds Office, Kentville, NS.

8. That parcel of land described as Lot V.P.W.-2 on a plan filed as P-11170 and more particularly described in a deed recorded on January 26, 1998 , in Book 1174, Page 242 in the Kings County Registry of Deeds Office, Kentville, NS.

9. That parcel of land described as Lot C-1 on a plan filed as Document No. 99304280 in the Kings County Land Registration Office on October 12, 2011, being PID 55022651.

10. SAVING AND EXCEPTING parcel A as shown on registered plan no. 99821135 recorded in the Land Registration Office for Kings County.

11. SAVING AND EXCEPTING Block A as shown on plan registered as No. 102193050 in the Kings County Land Registration Office on 2012-12-20.

12. SAVING AND EXCEPTING all of those remaining lands to the south of Block A, being depicted as Block B and Parcel P-1 (Parkland) on plan registered as No. 102193050 in the Kings County Land Registration Office on 2012-12-20.

SUBJECT TO an easement in favour of the Village of Port Williams as shown on Plan filed as 75265083 on March 12, 2004, and more particularly described in document recorded in Book 1429, Page 143 as Document No. 75260365 on March 10, 2004 in the Kings County Land Registration Office, Kentville, NS.

SAVE AND EXCEPT Parcel 117 as depicted on a Plan of Subdivision recorded July 18, 2017 as Document Number 111103058.

AND ALSO Parcel 219 as shown on registered plan no. 115484223 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

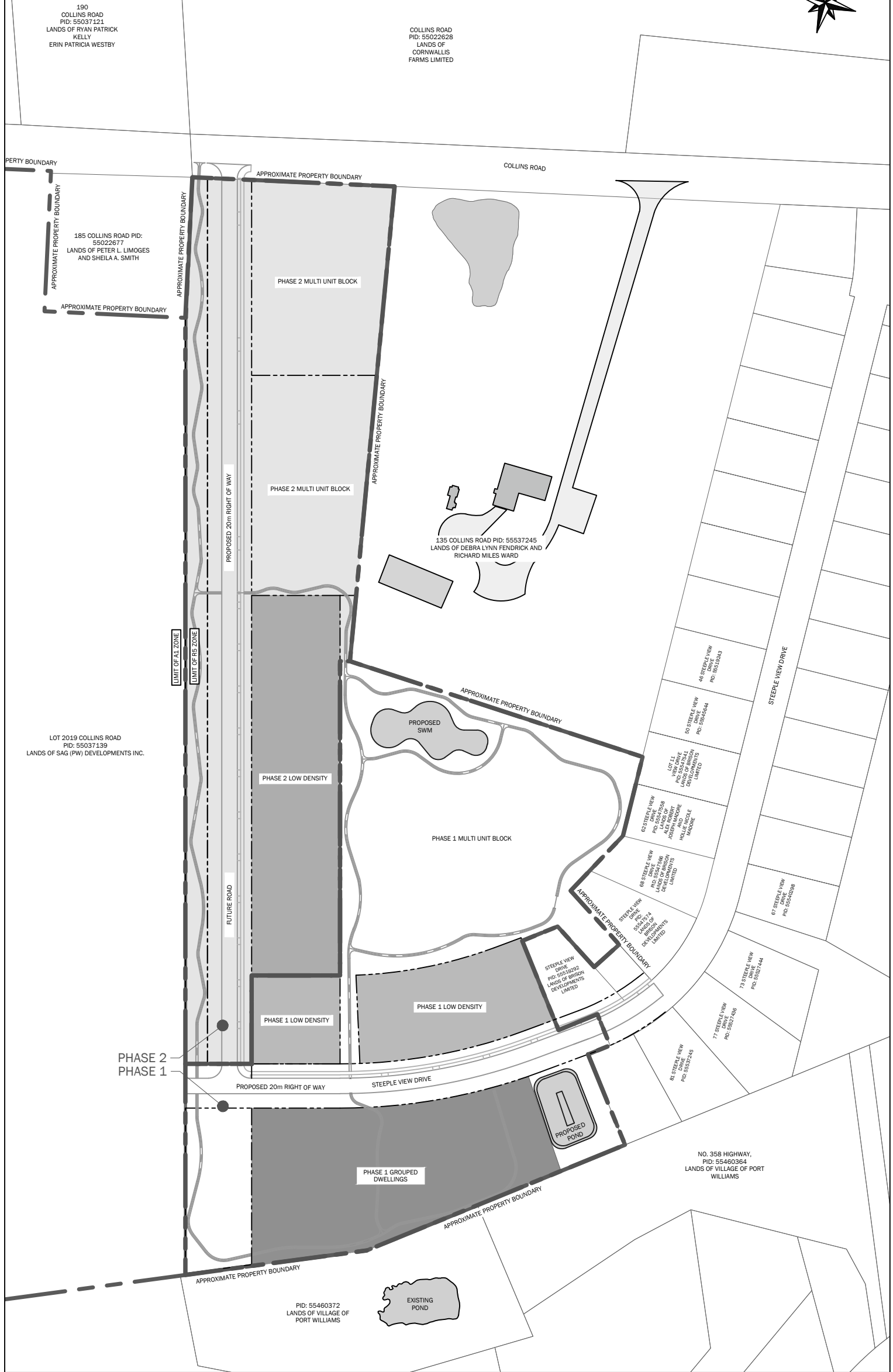
Registration Year: 2019

Plan or Document Number: 115484223



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

# Schedule B - Site Plan



LOT 2019 COLLINS ROAD  
PID: 55037139  
LANDS OF SAG (PW) DEVELOPMENTS INC.

COLLINS ROAD  
PID: 55022628  
LANDS OF  
CORNWALLIS  
FARMS LIMITED

190  
COLLINS ROAD  
PID: 55037121  
LANDS OF RYAN PATRICK  
KELLY  
ERIN PATRICIA WESTBY

185 COLLINS ROAD PID:  
55022677  
LANDS OF PETER L. LIMOGES  
AND SHEILA A. SMITH

135 COLLINS ROAD PID: 55537245  
LANDS OF DEBRA LYNN FENDRICK AND  
RICHARD MILES WARD

NO. 358 HIGHWAY,  
PID: 55460364  
LANDS OF VILLAGE OF PORT  
WILLIAMS

PID: 55460372  
LANDS OF VILLAGE OF  
PORT WILLIAMS

PORT WILLIAMS, NOVA SCOTIA  
PID: 55037139



SCALE: 1:2000

