



MUNICIPALITY *of the*  
COUNTY *of* KINGS

# PUBLIC HEARING

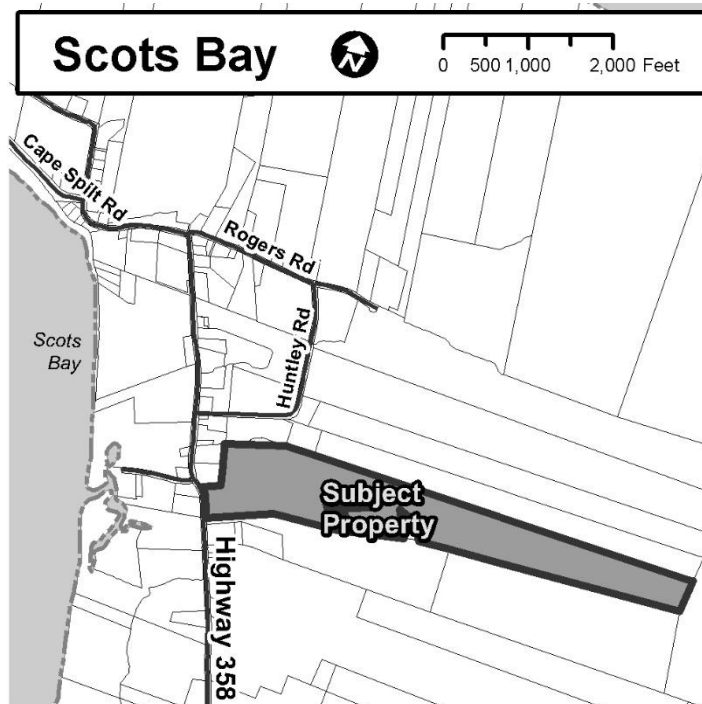
Thursday May 2<sup>nd</sup>, 2024

6:00 P.M.

Council Chambers

## AGENDA

- |  | Page |
|--|------|
| 1. Call Meeting to Order   |      |
| 2. Application to enter into a Development Agreement to permit a campground at 5734 Highway 358 (PID 55014534), Scots Bay (Laura Mosher – File #21-25) | 2    |



3. Adjournment

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:** **Public Hearing – DEVELOPMENT AGREEMENT in SCOTS BAY**  
Application to enter into a Development Agreement on the property at 5734 Highway 358 (PID55014534) to permit the development of a campground.  
**File # 21-25 (Briel Holdings Ltd.)**

**From:** Planning and Development Division

**Date:** May 2, 2024

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### **Background**

Julie Skaling on behalf of Briel Holdings Ltd. has applied to enter into a development agreement on the property at 5734 Highway 358 (PID55014534). The requested change is to permit the development of a campground.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on March 12, 2024. At this meeting, the Committee forwarded a positive recommendation to Council.

On April 2, 2024 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 BETWEEN:

**BREIEL HOLDINGS LTD**, of CANNING, 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 55014534; and

WHEREAS the Property Owner wishes to use the Property for campground uses; and

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

WHEREAS policy 2.5.13 of the Municipal Planning Strategy and section 8.4.5 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) *Camp site* means the area used by a member of the travelling public for accommodations either with the use of a recreational vehicle or other temporary structure such as a tent or within a permanent tourist cabin.
- (c) *Back country camp site* means an area used by a member of the travelling public for accommodations within a temporary structure such as a tent.
- (d) *Tourist cabin* means a structure intended for overnight accommodation for the travelling public and may include but is not limited to a recreational cabin as defined in the Land Use By-law, geodesic domes, tear drop style units, tunnel tents. Washroom and cooking facilities may be provided. Tourist cabins are not considered residential units.
- (e) *Amenity Building* means an accessory building that is accessory to the campground use and may include amenities for use by individuals staying at the campground including, but not limited to, kitchen and washroom facilities, laundry facilities, common areas for recreation, reading, meeting, or dining.

## **PART 2 DEVELOPMENT REQUIREMENTS**

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

That the Parties agree that a campground shall be developed on the Property consisting of no more than 100 camp sites in the following phases:

- (a) Phase 1 in the location indicated on Schedule B – Site Plan consisting of a maximum of 15 camp sites;
- (b) Phase 2 in the location indicated on Schedule B - Site Plan consisting of a maximum of 40 camp sites;
- (c) Phase 3 in the location indicated on Schedule B - Site Plan consisting of a maximum of 30 camp sites;
- (d) Any number of back country camp sites within the area identified as ‘Back Country Camping’ on Schedule B – Site Plan;
- (e) A building containing a commercial use within the area identified on Schedule B as Phase 1. The following commercial uses shall be permitted to be located within the building having a maximum gross floor area of 2,500 square feet:
  - i. Retail Store
  - ii. Restaurant
  - iii. Personal Service Shop
  - iv. Uses accessory to the campground
- (f) Amenity building having a maximum building footprint of 2,500 square feet and a maximum height of 25 feet and subject to the setback requirements outlined in section 2.2 Development Standards of this Agreement; and
- (g) Accessory uses and structures subject to the requirements for accessory buildings in the Rural Mixed Use (A2) Zone or the Development Standards outlined in section 2.2 of this Agreement, whichever are more stringent; and
- (h) A dwelling containing up to two residential units at the location identified as 41 Pengree Lane. This dwelling shall be considered the caretaker’s residence on the Property.

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 Development Standards**

All activity and development on the subject property shall be subject to the following Development Standards:

- (a) All activity, buildings, structures, and camp sites shall be subject to a 75 foot setback from all lot lines. For clarity, this is intended to be an area of no activity. No camp sites, camp fire areas, walking trails or other activities are permitted in this area;

- (b) All activity, buildings, structures and camp sites shall be located no closer than 250 feet from any existing dwelling that is not accessed by Pengree Lane;
- (c) No activity, buildings, structures, or camp sites shall be permitted within the area identified on Schedule B – Site plan as Pengree Cemetery. This area shall be fenced;
- (d) Notwithstanding 2.1(g), an accessory swimming pool or other accessory uses or structures that include an open water source shall not be permitted;
- (e) Tourist cabins are permitted to have a maximum building footprint of 500 square feet and a maximum height of 20 feet;
- (f) Signage indicating that no access is permitted shall be posted along the 75 foot setback within the areas identified as Phase 1, Phase 2, and Phase 3 at intervals no greater than 100 feet; and
- (g) One parking space shall be required on site for each camp site.

### **2.3 Site Plan**

- (a) All uses enabled by this Agreement on the Property shall be developed in general conformance with Schedule B, Site Plan.

### **2.4 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.

### **2.5 Subdivision**

Subdivision intended to reduce the size of the property shall not be permitted.

### **2.6 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 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.

### **2.7 Vegetation**

The area identified on Schedule B – Site plan as vegetative buffer is intended to be an area of no activity related to the permitted uses on the Property. Vegetation shall be permitted to grow naturally with little to no human intervention. Nothing in this section shall prevent the removal of damaged or diseased vegetation.

## **2.8 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 downwards and away from streets and neighbouring properties.

## **2.9 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.

## **2.10 Refuse Storage**

Refuse associated with uses enabled by this Agreement shall be contained in an enclosed building, having a maximum height of 20 feet, until it is collected or transported to the area designated for collection.

## **2.11 Signage**

Signage shall be permitted in accordance with the requirements for signs for all uses in the Commercial Recreation (P1) Zone.

## **2.12 On-Site Caretaker**

An on-site caretaker shall reside in the existing dwelling on the Property and addressed as 41 Pengree Lane. Nothing in this agreement shall prevent the replacement of this dwelling on the subject property, subject to the requirements of the underlying zoning.

## **PART 3 CHANGES AND DISCHARGES**

**3.1** The following matters are not substantive and may be changed by Council without a public hearing:

- (a) the addition of commercial uses not listed in section 2.1(e) is not a substantive matter provided the proposed use is permitted in the Rural Commercial (C4) Zone; and
- (b) any changes to the Phasing outlined in this Agreement.

**3.2** The following matters are substantive matters

- (a) the uses permitted on the property as listed in Section 2.1 of this Agreement;
- (b) development that would result in any change to Schedule B, Site Plan for uses specifically enabled by this Agreement.

**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
- (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 and Phasing**

- (a) 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.
- (b) The development of Phase 2 shall not be commenced until an approved on site sewage disposal system for the purposes of commercial dumping is installed.
- (c) The development of Phase 3 shall not be commenced until January 1, 2029 however, work related to this phase that does not require a permit may be permitted to occur at any time;
- (c) The following uses may be developed at any time following the issuance of a development permit for any number of camp sites associated with Phase 1



- i. The area identified on Schedule B – Site Plan as Back Country Camping;
- ii. Amenity Building and other accessory uses, buildings and activities identified in section 2.1 of this Agreement; and,
- iii. Commercial use permitted in section 2.1(e) of this Agreement.

#### **4.2 Drawings to be Provided**

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

#### **4.3 Completion and Expiry Date**

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

### **PART 5 COMPLIANCE**

#### **5.1 Compliance With Other By-laws and Regulations**

- (a) Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.
- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

#### **5.2 Municipal Responsibility**

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

#### **5.3 Warranties by Property Owner**

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Property Owner has obtained the approval of every other entity

which has an interest in the Lands whose authorization is required for the Property Owner to sign the Development Agreement to validly bind the Lands.

- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

#### **5.4 Onus For Compliance On Property Owner**

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Municipality may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

#### **5.5 Breach of Terms or Conditions**

Upon breach of any term or condition of this Agreement, the Municipality may notify the Property Owner in writing. In the event that the Property Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

#### **5.8 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.

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**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:

**BRIEL HOLDINGS LTD**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Julie Skaling

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Date

SCHEDULE A – Property Description  
*Accessed via Property Online, December 14, 2023*

ALL THAT CERTAIN lot, piece or parcel of land situate, lying and being at Scots Bay in the County of Kings in the Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a point on the east bound of the Scots Bay Road (now known as Highway 358) where the same is intersected by the northerly bound of lands of Cyrus O. Steele, being formerly lands of William Jess;

THENCE in an easterly direction along the north bound of the Steele lands to the base line;

THENCE in a northerly direction thirty-six (36) rods along the base line to the southern bound of lands of Cyrus O. Steele, being formerly lands of George L. Jess;

THENCE in a westerly direction along the south bound of the Steele lands a distance of two hundred (200) rods to a stake, being the centre of the rear division;

THENCE in a northwesterly direction to a brook near a piece of land formerly owned by George L. Jess, called a flatiron piece;

THENCE in a southwesterly direction by the brook to the northeast corner of lands of C. Huntley, being formerly lands of Edward Comstock;

THENCE in a southerly direction along the eastern boundary of the Huntley lands to the northeast corner of lands of Elmer L. Tupper;

THENCE continuing in a prolongation of the said line a distance of seventeen (17) rods four (4) feet to an iron stake;

THENCE in a westerly direction a distance of twelve (12) rods to an iron stake;

THENCE in a southerly direction to the east bound of the Scots Bay Road (now known as Highway 358);

THENCE continuing along in a southeasterly direction along the east bound of the Scots Bay Road (Highway No. 358) to the place of BEGINNING.

BEING AND INTENDED TO BE a portion of those lands as conveyed by Ruby E. Tupper to Elmer L. Tupper by Deed dated November 9, 1942 and recorded on August 5, 1944 in the Kings County Registry of Deeds in Book 166 at Page 340.

AND FURTHER BEING AND INTENDED TO BE those same lands conveyed by Elmer L. Tupper and his wife Gertrude Alice Tupper to their son Weldon R. Tupper and his wife L. Althea Tupper, as Joint Tenants, by Warranty Deed dated August 30, 1971 and recorded on August 31, 1971 in the Kings County Registry of Deeds in Book 307 at Page 52 as Document No. 7598.

SAVING AND EXCEPTING THEREOUT AND THEREFROM the following six (6) parcels of land:

EXCEPTION NO. 1 (PID 55000574)

Those lands conveyed by Elmer L. Tupper and his wife Gertrude Tupper to Theodore Dykens by

Warranty Deed dated July 4, 1964 and recorded on July 29, 1964 in the Kings County Registry of Deeds in Book 229 at Page 82 as Document No. 53886. This 1964 conveyance was not referenced as an exception in the 1971 Deed from Elmer and Gertrude Tupper to Weldon and Althea Tupper recorded in Book 307 at Page 52.

EXCEPTION NO. 2 (PID 55014542)

Those lands conveyed by Weldon R. Tupper and L. Althea Tupper to Hubert J. Tupper by Warranty Deed dated May 15, 1974 and recorded on August 15, 1974 in the Kings County Registry of Deeds in Book 365 at Page 651 as Document No. 6753.

EXCEPTION NO. 3 (PID 55014559)

Those lands conveyed by Weldon R. Tupper and Althea L. Tupper to Cyrus S. MacLatchy and Ann M. MacLatchy by Warranty Deed dated July 30, 1977 and recorded on March 1, 1978 in the Kings County Registry of Deeds in Book 435 at Page 490 as Document No. 1834.

EXCEPTION NO. 4 (PID 55000558)

Those lands conveyed by Weldon Tupper and Althea Tupper to Patrick William Delaney and Sharon Lucille Delaney by Warranty Deed dated May 31, 1977 and recorded on April 21, 1978 in the Kings County Registry of Deeds in Book 438 at Page 143 as Document No. 3513.

EXCEPTION NO. 5 (PID 55014567)

Those lands conveyed by Weldon Tupper and Althea Tupper to Theodore Dykens by Warranty Deed dated January 23, 1979 and recorded on January 29, 1979 in the Kings County Registry of Deeds in Book 458 at Page 842 as Document No. 934.

EXCEPTION NO. 6 (PID 55000566)

Those lands conveyed by Weldon R. Tupper and Althea Tupper to M. Gail Longley by Warranty Deed dated February 12, 1982 and recorded on March 5, 1982 in the Kings County Registry of Deeds in Book 536 at Page 653 as Document No. 1710.

ALL OF THE ABOVE (the original 100 acre block of land minus all 6 exceptions) is now believed to contain between 85 and 90 acres, more or less.

AND ALSO

ALL that certain lot, piece or parcel of land situate, lying and being at Scots Bay, in the County of Kings and Province of Nova Scotia and more particularly described as follows:

BEGINNING at a Witness Set Survey Marker 2.0 feet from road right-of-way on a private unpaved road ten (10) feet wide (Ref. - Deed in Book 229, Page 82) approximately 0.4 +/- from the Scots Bay Road on the land of Weldon R. Tupper;

THENCE Easterly 305 Feet; more or less, on a line parallel and approximately 5 feet from the center of the said private road to a Set Survey Marker by 4 feet high angle iron 2 feet from the edge of the road right-of-way (witness);

THENCE N05 degrees 15 minutes 00 seconds E a distance of 200 feet to a Set Survey Marker and iron stake Found by 4 feet high angle iron;

THENCE N87 degrees 27 minutes 10 seconds W a distance of 105.67 feet to a Set Survey Marker;

THENCE S55 degrees 40 minutes 00 seconds W a distance of 244.41 feet to a Set Survey Marker;

THENCE S07 degrees 05 minutes 30 seconds W a distance of 69.26 feet to a Witness Set Survey Marker at the place of BEGINNING.

BEING AND INTENDED TO BE that same lot of land shown on a Plan Survey as "Parcel "W.R.T.-1"" as prepared by Valley Surveys Limited (Frank Longstaff - N.S.L.S NO. 279), Plan No. 81-1385 under date of 14 December 1981.

AND ALSO

ALL that certain lot, piece of parcel of land situate on the east side of the main highway at Scotts Bay, in the County of Kings and Province of Nova Scotia, bounded and described as follows:

BEGINNING at an iron stake set on the north side of a Right-of Way four tenths mile from the east road limit of the main highway at Scotts Bay, aforesaid, on land of Weldon Tupper;

THENCE in an easterly direction along the north side of said Right-of-Way Two Hundred and Five (205) feet to an iron stake;

THENCE in a northerly direction a distance of One Hundred and Fifty (150) feet to an iron stake;

THENCE westerly a distance of Two Hundred and Five (205) feet to an iron stake;

THENCE southerly a distance of Two Hundred and Five (205) feet to the place of beginning.

BENEFITS

FIRST BENEFIT

Together with an easement/right-of-way benefit described in Book 435 Page 490 as follows:

"Together With the right to obtain water on land of Weldon Tupper within Five Hundred feet of the above boundary line".

SECOND BENEFIT (Servient PID 55014567)

TOGETHER WITH the benefit of the reservation of a right of way crossing lands conveyed by Weldon and Althea Tupper to Theodore Dykens in the Warranty Deed dated January 23, 1979 and recorded on January 29, 1979 in the Kings County Registry of Deeds in Book 458 at Page 842 as Document No. 934, said right of way crossing the land therein conveyed in a northeast-southwest direction beginning at the northeast corner of the said conveyed lands.

BURDEN NO. 1 (Dominant PID 55000574)

SUBJECT TO a right of way granted in the Warranty Deed from Elmer L. Tupper and Gertrude Tupper to Theodore Dykens dated July 4, 1964 and recorded on July 29, 1964 in the Kings County Registry of Deeds at Book 229 at Page 82 under Document No. 53886, and therein stated to be a perpetual right of way

from the said conveyed lands for Theodore Dykens, his servants, agents, heirs and assigns, both for themselves, their animals and vehicles and at all times, along the farm road running east and west on the lands of Elmer L. Tupper to the main road and being approximately 10 feet in width throughout, and being and intended to be for the benefit of the lands on which the said Theodore Dykens has built a cottage.

BURDEN NO. 2 (Dominant PID 55014542)

SUBJECT TO a right of way granted in the Warranty Deed from Weldon R. Tupper and L. Althea Tupper to Hubert J. Tupper dated May 15, 1974 and recorded on August 15, 1974 in the Kings County Registry of Deeds in Book 365 at Page 651 as Document No. 6753, and therein stated to be a right of way in common with Weldon Tupper, his heirs and assigns over the existing roadway leading from Scots Bay Road over the Weldon Tupper property to the lands herein conveyed. The intended use of this right of way is to allow access and egress to the dwelling to be constructed thereon by Hubert J. Tupper; and this grant of right of way shall terminate if the right of way is used otherwise than for its present contemplated use.

BURDEN NO. 3 (Dominant PID 55014559)

SUBJECT TO water rights granted to Cyrus S. MacLatchy and Ann M. MacLatchy by Weldon R. Tupper and Althea L. Tupper by Warranty Deed dated July 30, 1977 and recorded on March 1, 1978 in the Kings County Registry of Deeds in Book 435 at page 490 under Document No. 1834, and therein stated to be the right to obtain water on land of Weldon Tupper within five hundred (500) feet of the boundary lines of the lot so conveyed to MacLatchy by Tupper.

BURDEN NO. 4 (Dominant PID 55000558)

SUBJECT TO water rights granted to Patrick William Delaney and Sharon Lucille Delaney by Weldon Tupper and Althea Tupper by Warranty Deed dated May 31, 1977 and recorded on April 21, 1978 in the Kings County Registry of Deeds in Book 438 at Page 143 as Document No. 3513, and therein referenced as water rights within five hundred (500) feet from the boundary of the lands therein conveyed to Delaney by Tupper.

BURDEN NO. 5 (Dominant PID 55014567)

SUBJECT TO water rights granted to Theodore Dykens by Weldon Tupper and Althea Tupper in a Warranty Deed dated January 23, 1979 and recorded on January 29, 1979 in the Kings County Registry of Deeds in Book 458 at Page 842 as Document No. 934, and therein referenced as the right to obtain water from lands of Weldon Tupper, his heirs and assigns, by means of piping across said property at any place necessary.

BURDEN NO. 6 (Dominant PID 55000558)

SUBJECT TO a right of way granted by Weldon Tupper and Althea Tupper to Patrick W. Delaney and Sharon L. Delaney dated September 28, 1988 and recorded on September 29, 1988 in the Kings County Registry of Deeds in Book 753 at Page 379 as Document No. 14874, and therein conveying to the Grantees a perpetual right of way across lands of the Grantors situate at Scots Bay in the County of Kings and Province of Nova Scotia, their servants, agents, heirs and assigns, both for themselves, their animals and their vehicles and at all times, along the farm road running east and west on the lands of Weldon and Althea Tupper to the main road, and being approximately ten (10) feet in width throughout.

BURDEN NO. 7 (Dominant PID 55014526)

SUBJECT TO a Water Rights Agreement and Easement between Robert Walter Tupper and Belinda Darlene Tupper, spouses, of the One Part and Weldon R. Tupper and L. Althea Tupper, spouses, of the Other Part, dated January 29, 1993 and recorded on that same date in the Kings County Registry of



Deeds in Book 930 at Page 642 as Document No. 619. All rights and obligations of Robert Walter Tupper and Belinda Darlene Tupper are referenced in detail in this Easement Agreement which runs with and forms a burden on the lands of Weldon and Althea Tupper therein described, to the benefit of the adjoining lands of Robert and Belinda Tupper as therein described.

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

Exemption:

The parcel is exempted from subdivision approval under the Municipal Government Act because the parcel was created by a subdivision

Reason for exemption:

Clause 268(2)(a) where all lots to be created, including the remainder lot exceed ten hectares in area.

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