



PUBLIC HEARING

Tuesday May 7th 2024

6:00 P.M.

Council Chambers

AGENDA

| | Page |
|---|------|
| 1. Call Meeting to Order | |
| 2. Application to enter into a Development Agreement for Tourist Commercial Uses at 1459 Forest Hill Road (PID 55217939), Forest Hill (Laura Mosher – File #22-08) | 2 |
| 3. Application to enter into a Development Agreement for Tourist Commercial Uses at 100 Alton Road (PID 55480966), East Dalhousie (Katie Ollmann File #23-07) | 15 |
| 4. Application to enter into a Development Agreement to permit additional residential units in dwellings under construction on Aldershot Road (PID 55046056), North Kentville (Alice Jacob File #23-09) | 35 |
| 5. Adjournment | |

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – DEVELOPMENT AGREEMENT in Forest Hill**
Application to enter into a Development Agreement on the property at 1459 Forest Hill Road (PID55217939) to permit tourist commercial uses
File # 22-08 (Kenneth Rent, Bluejacket Holdings Inc.)

From: Planning and Development Division

Date: May 7, 2024

Background

Kenneth Rent has applied to enter into a development agreement on the property at 1459 Forest Hill Road (PID 55217939). The requested change is to permit 12 tourist cabins.

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

THIS DEVELOPMENT AGREEMENT BETWEEN:

Kenneth Rent, of Bluejacket Holdings 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 **55217939**; and

WHEREAS the Property Owner wishes to use the Property for the development of Tourist Cabins; and

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

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

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

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

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Property Description

Schedule B – Site Plan

1.2 Municipal Planning Strategy and Land Use By-law

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

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tourist Cabin* means a structure intended for overnight accommodation for the vacationing public and may include plumbing, for kitchen and/or sanitary facilities. These cabins include but are not limited to geodesic domes, teardrop style units, tunnel tents, or recreational cabins but shall not include a recreational vehicle and are not considered residential units.
- (c) *Amenity Building* means an accessory building to the tourist commercial use on the property and may include, but is not limited to, social rooms, washrooms, recreation rooms, laundry facilities and common kitchen.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Uses

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

- (a) One dwelling containing no more than two residential units;
- (b) A maximum of 12 tourist cabins having a maximum building footprint of 700 square feet and a maximum building height of 25 feet. Each cabin shall have one dedicated parking space;
- (c) An amenity building accessory to the tourist cabins having a maximum building footprint of 2,500 square feet and a maximum building height of 20 feet; and
- (d) Uses and buildings accessory to the uses listed above.

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 Setbacks

Notwithstanding the dwelling permitted in 2.1(a), all other buildings and activities on the property including, but not limited to, all tourist cabins, amenity building, accessory buildings, picnic areas, fire pits, and parking areas at least 100 feet from any property line.

2.3 Vegetation

- (a) The area within the required 100 foot setback is intended to be an area of non-activity where vegetation is permitted to grow naturally;
- (b) Nothing in this Agreement shall prevent the Property Owner from planting additional vegetation within the required setback;
- (c) Nothing in this Agreement shall prevent the removal of damaged or diseased vegetation.

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 of the property shall be permitted in accordance with the requirements of the Rural Mixed Use (A2) Zone for newly created lots intended for development of underlying zone uses. The uses enabled within this Agreement, notwithstanding any permitted dwellings, shall be contained on a lot meeting the requirements of the Commercial Recreation (P1) Zone. Any lot lines in existence on the registration date of this Agreement shall be subject to the 100 foot setback specified in this Agreement. Any new lot lines shall be subject to the requirements of the Commercial Recreation (P1) Zone

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 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.

2.7 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, away from streets and neighbouring properties.

2.8 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.

2.9 Signs

- (a) Signage on the Property shall be limited to one Ground sign, not exceeding 60 square feet in sign area, and a sign height of 15 feet;
- (b) Signage shall not be located in a way that obstructs the sight lines at the driveway entrance/exit;
- (c) Internally illuminated signs are prohibited; and
- (d) The Property Owner shall obtain a development permit from the Development Officer prior to the installation of the ground sign.

PART 3 CHANGES AND DISCHARGE

3.1 Any matters in this Agreement which are not specified in Subsection 3.2 below are not substantive matters and may be changed by Council without a public hearing.

3.2 The following matters are substantive matters:

- (a) the uses enabled on the property by this Agreement as listed in Section 2.1 of this Agreement;

Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to 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;
- (b) the Municipality for the purpose of creating or expanding open space within the Property;
or
- (c) a member of the public for the purposes of the development of a lot created from the Property in accordance with section 2.5 of this Agreement

registration of the deed reflecting the conveyance shall be conclusive evidence that this Agreement shall be discharged as it relates to the public street, open space or new lot, 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 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:

- (a) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, either not commenced development or ceased operation for a period of at least twenty-four (24) months; or,
- (b) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

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

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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

4.2 Drawings to be Provided

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

4.3 Completion and Expiry Date

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

PART 5 COMPLIANCE

5.1 Compliance with Other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any

Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Property Owner has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner to sign the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

5.4 Onus for Compliance On Property Owner

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

5.5 Breach of Terms or Conditions

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

entry on the land or from the performance of the terms, are a first lien on the land that is the subject of the Development Agreement.

5.6 Development Agreement Bound to Land

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

5.7 Assignment of Agreement

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

5.8 Costs

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

5.9 Full Agreement

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

5.10 Severability of Provisions

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

5.11 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include 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

KENNETH RENT, BLUEJACKET HOLDINGS INC.

In the presence of:

Witness

Kenneth Rent

Date

Schedule A – Property Description

(Taken from Property Online – December 2022)

Parcel Description:

ALL that lot of land and premises situate at Forest Hill, in the County of Kings, Province of Nova Scotia, bounded and described as follows:

ON the North by lands formerly of Sidney Rutherford and by lands formerly belonging to Leander Davison;

ON the East by lands formerly belonging to Leander Davison;

ON the South by lands belonging to the Town of Wolfville, in the County of Kings aforesaid; and

ON the West by lands of James Lightfoot.

CONTAINING 60 acres, more or less.

SAVING AND EXCEPTING THEREOUT AND THEREFROM the following:

1. Those lands conveyed by Axmoth Davison et ux Lottie Davison to Ivon Davison by Deed dated March 30, 1935 and recorded in the Kentville Registry of Deeds Office in Book 155 at Page 116 on August 30, 1935;
2. Those lands conveyed by Axmouth Davison et ux Lottie Davison to Athlton Davison by Deed dated December 29, 1949 and recorded in the Kentville Registry of Deeds Office in Book 181 at Page 698 on the 26th day of January, 1953;
3. Those lands conveyed by Axmouth Davison et ux Lottie Davison to Town of Wolfville by Deed dated July 17, 1957 and recorded in the Kentville Registry of Deeds Office in Book 190 at Page 342 on July 25, 1957;
4. Those lands conveyed by Axmouth Davison et ux Lottie Davison to Ashley Davison and Bertha Jannett Davison, his wife, by Deed dated April 26, 1966 and recorded in the Kentville Registry of Deeds Office in Book 250 at Page 11 on June 7, 1966;
5. Those lands conveyed by Axmouth Davison et ux Lottie Davison to Keith R. Davison by Deed dated May, 1967 and recorded in the Kentville Registry of Deeds Office in Book 260 at Page 682;
6. All those remainder lands lying to the South of Forest Hill Road.

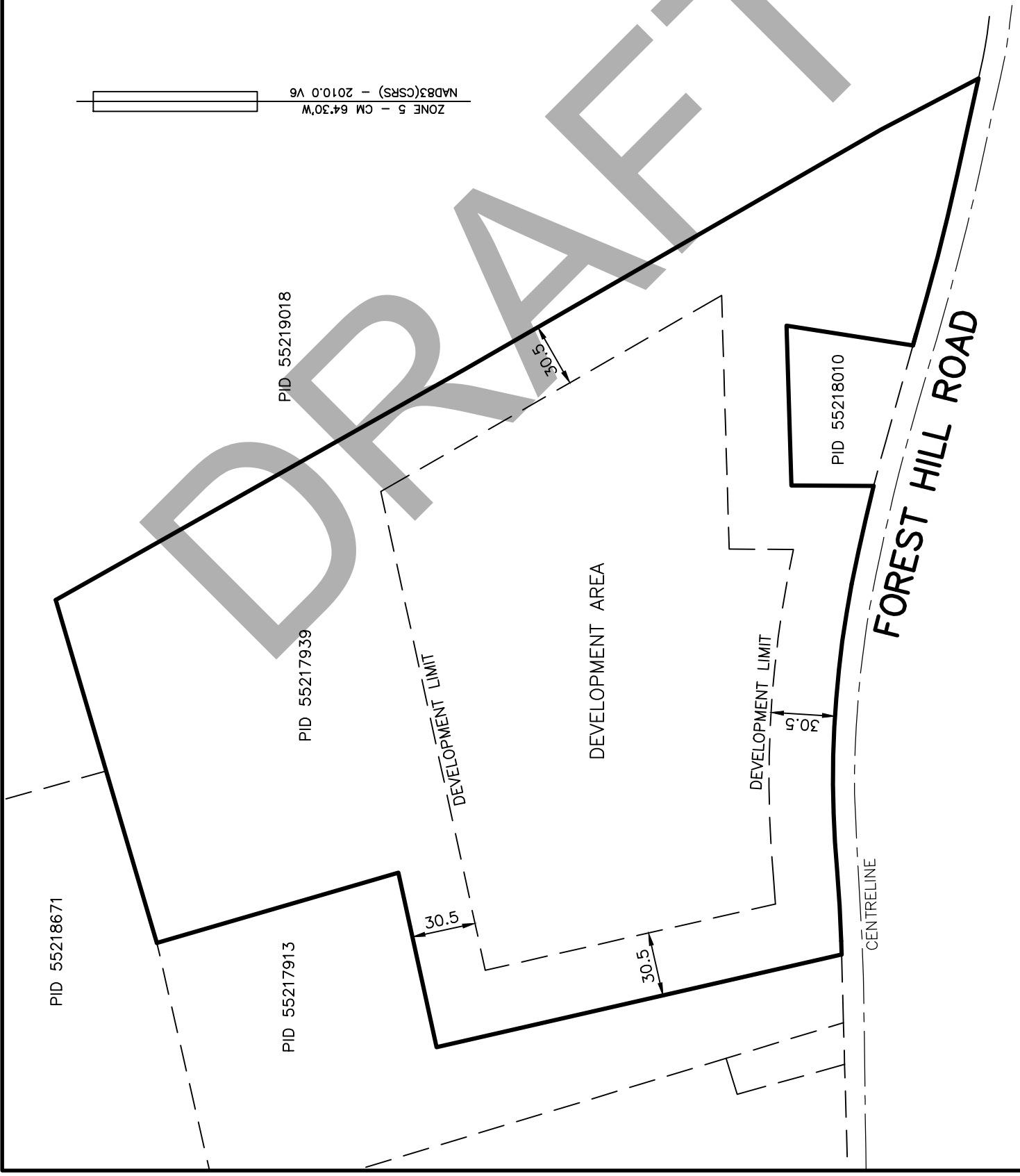
BEING AND INTENDED TO BE the remainder lands as described in Document 114042220, lying to the North of Forest Hill Road.

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

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

DRAFT



**SKETCH SHOWING LANDS OF
BLUEJACKET HOLDINGS INC.**
FOREST HILL ROAD, FOREST HILL
KINGS COUNTY, NOVA SCOTIA



SCALE : 1/2,500 (METRIC)
DATE: DECEMBER 15, 2023
DWG: 22-088-60

B. DAVISON
Surveying & Engineering Ltd.

1037 Avonview Drive, Hants Border, NS, B0P 1P0
p:902-352-2185 f:902-352-2186 c:902-240-9180
www.bdse.ca busterdavison@eastlink.ca



Municipality of the County of Kings Report to the Planning Advisory Committee

Application to enter into a Development Agreement to permit Tourist Commercial Uses at 100 Alton Road (PID 55480966), East Dalhousie

(File #23-07)

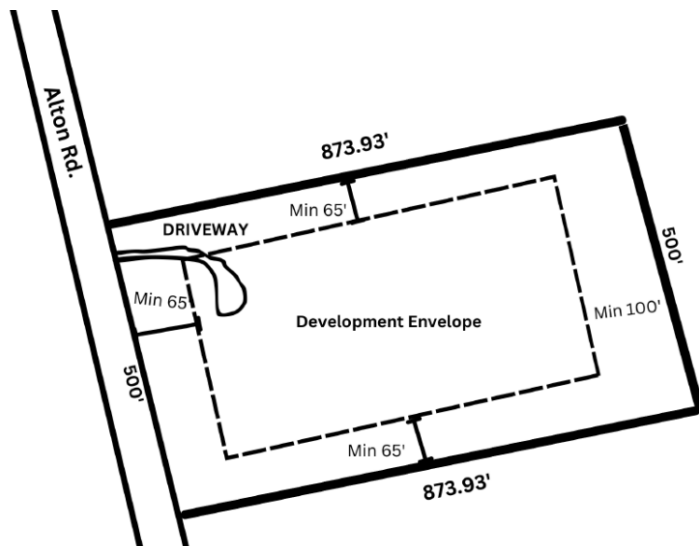
DATE: March 12, 2024

Prepared by: Planning Staff

| | |
|-------------------------------|--|
| Applicant | Vanessa Junkin and William McKeiver |
| Land Owner | Vanessa Junkin and William McKeiver |
| Proposal | Tourist commercial Uses – Campground |
| Location | 100 Alton Road. (PID:55480966), East Dalhousie NS B0R 1H0 |
| Lot Area | 10 acres |
| Designation | Resource Designation |
| Zone | Resource (N1) Zone |
| Surrounding Uses | low density residential, field, forest, recreational uses |
| Neighbour Notification | Seven letters were sent out. (five residents and two neighbouring municipalities). |

1. PROPOSAL

Vanessa Junkin and William McKeiver applied for a Development Agreement to accommodate Tourist Commercial Uses at 100 Alton Road (PID 55480966) in East Dalhousie. The applicants want to add seasonal cabins, recreational vehicle ('RV') hook-up sites, tent-camping pad areas, and an outdoor shower station. The applicants are also looking to repurpose an existing building into storage and construct a new building for a shared kitchen space for guests.



2. OPTIONS

In response to the application, the Planning Advisory Committee may:

- A. Recommend that Council approve the development agreement as drafted;
- B. Recommend that Council refuse the development agreement as drafted.
- C. Provide alternative direction, such as requesting further information on a specific topic, or recommending changes to the draft development agreement;

3. STAFF RECOMMENDATION

Staff recommend that the Planning Advisory Committee forward a positive recommendation by passing the following motion.

Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a Development Agreement to permit Tourist Commercial Uses at 100 Alton Road (PID: 55480966) East Dalhousie which is substantively the same (save for minor differences in form) as the draft set out in Appendix C of the report March 12, 2024.

4. BACKGROUND



Existing structures

The applicants live on a nearby property on Alton Road. In 2021 the applicants purchased the subject property and started to investigate creating a commercial camping destination. The subject property is in the Resource (N1) Zone. There are two existing structures on the subject property. The applicants intend to use the existing structures for storage. The Resource (N1) Zone permits Tourist Commercial Uses but 14.3.25 of the Land-use Bylaw ('LUB') states that tourist commercial uses shall be permitted as an accessory use to a dwelling. There is no dwelling on the subject property, so this tourist commercial use would not be permitted without

a Development Agreement. The application for a Tourist Commercial development agreement would enable the applicants to develop cabins, tent pad areas, and the use of RVs on the property.

5. SITE INFORMATION



Driveway

5.1 Site Information

The subject property has an area of ten acres which is mostly wooded and located on Alton Road, in the rural community of East Dalhousie. The property is surrounded by agricultural, rural residential, and the adjacent property has the activity of hunting occurring on it seasonally. The property generally slopes downward towards north-east, where it meets the adjacent property of 161 East Dalhousie Road. The surrounding area and subject property are zoned Resource (N1). The subject property currently has a pit privy and some accessory

building.

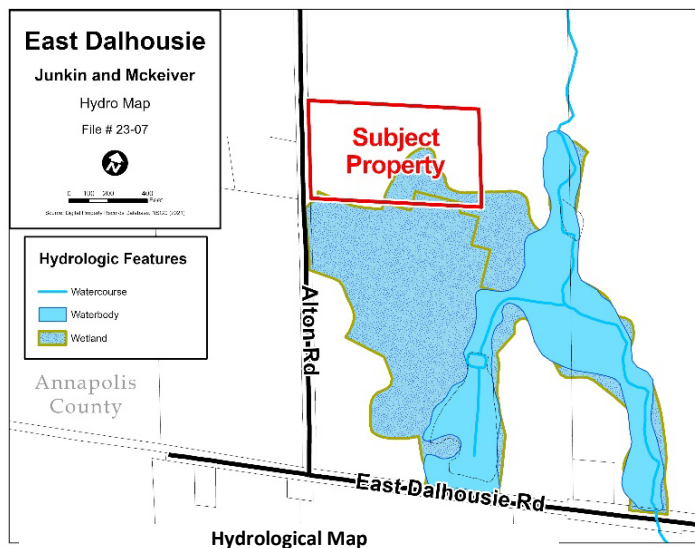
5.2 Site Visits

The first site visit Staff conducted, Staff walked the property with the applicant and discussed the proposal. Staff examined the nearby neighbouring properties and concluded there is sufficient existing vegetation buffer between front and side setback of the subject property. The applicants communicated that they are only going to remove the few trees required to build the campsites and keep the rest of the property wooded. This will help reduce any potential noise coming from the property.



Rock wall delineating neighbouring field.

A second site visit was conducted Thursday October 19, 2023, by the Planner that took over the file, the



Manager of Planning, and the Municipality's Strategic Project Specialist. This secondary site visit was conducted to do some ground truthing since a review of the provincial mapping indicated the potential for the presence of wetlands (blue area within subject property) and watercourses, but nothing on the ground or aerial imagery indicated this existed. Staff did a thorough walkthrough of the site and examined the areas where the mapping indicated low lying areas with possible wetlands and watercourses. Through this exercise, Staff determined that the mapping is

inconsistent with the conditions on the ground and did not find any evidence of a wetland. A portion of the mapping indicates the wetland is present on the abutting property to the south and extends northward onto the subject property. This area is an active hayfield. There is an existing rock wall that delineates the subject property from the adjacent field.

5.3 Public Information Meeting & Public Comments

Council's Planning Policy PLAN-09-001 requires a Public Information Meeting (PIM) for all new uses which are to be considered by development agreement. The required Public Information Meeting was held on June 22nd, 2023, at the East Dalhousie Community Club. A video of the presentation was recorded and posted to the Municipality's website and remained open for public until recently. During the Public Information Meeting there were 14 members of the public in attendance and all voiced positive remarks about the application. Staff also received a letter and phone call from the neighbouring property co-owners Edward Ducharme and Peter Mahoney.

During the Public Information Meeting 22-06-23

- ATV Traffic along this area and using the side road access.
- In support of adding commercial tourism in the area.

Public Comments Received by Staff

- Edward Ducharme and Peter Mahoney – co-owns property that surrounds 3 sides of subject property. They express concerns around tourist wondering onto their property where they do seasonal live baited hunting for bear and deer. They have garbage and, concerns around wildfires.

6. POLICY REVIEW

6.1 Land Use By-law

This proposal can be considered by development agreement, as enabled in Section 10.3.5 of the LUB. This section of the LUB lists the uses that can be considered by development agreement within the Resource (N1) Zone:

10.3.5 Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Resource (N1) Zone:

(a) Proposals for visitor-oriented development not permitted as-of-right in accordance with policy 2.5.13 of the Municipal Planning Strategy.

6.2 Enabling Policy

Within the Resource (N1) Zone, council is able to consider Development Agreements for visitor oriented proposals.

Council shall:

2.5.13 consider only by development agreement within the Agriculture, Resource, and Shoreland Designations, with the exception of in the Agricultural (A1) Zone, proposals for visitor-oriented developments not permitted as-of-right. In evaluating development agreements, Council shall be satisfied that:

(a) the proposal is oriented to visitors or the travelling public, such as, but not limited to, lodging, restaurants, events venues, or other type of special attractions;

(b) the subject property has a lot area that can appropriately accommodate the proposed use, any accessory uses and structures, parking areas and required infrastructure;

(c) the site facilities are adequately buffered and/or separated from surrounding residential dwellings (other than a residential dwelling occupied by the operator) to mitigate negative impacts associated with noise, light, and other visual impacts;

The proposal is a Tourist Commercial Use development that will offer accommodations for the travelling public to provide an outdoor camping experience on a 10 acre mostly wooded property which is buffered from the nearest residential uses. The cabins and facilities are positioned in the center of the property site, and the proposed development agreement increases the required setbacks to mitigate any impact from noise, light or activity to the surrounding uses.

Economic Development Objectives

Municipal Council wants to support and encourage entrepreneurship businesses within the Municipality.

Objective

To facilitate and promote outdoor recreation and eco-tourism opportunities that take advantage of our natural and scenic assets.

The Tourism policies state that Council shall encourage and permit a variety of visitor-oriented businesses in areas including the Resource designation (MPS 2.5.11)

Council Shall:

2.5.11 permit a variety of opportunities for visitor-oriented businesses in locations and at a scale consistent with the intent of the zones enabled within the Agricultural, Resource, and Shoreland Designations as well as the Historic Hamlet of Grand Pré (A5) Zone;

2.5.12 encourage and promote opportunities for visitor-oriented businesses in the Municipality

The proposal helps to achieve these policies by providing a visitor-oriented and eco-tourism related business.

Section 5.3 of the Municipal Planning Strategy contains several general criteria for applications for a map amendment to the applicable land use by-laws. These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the MPS. In terms of the other general development criteria contained in the MPS there are no additional costs to the Municipality related to the rezoning of the subject property. There are no concerns regarding storm drainage, services, road networks leading to the subject property, environmental impacts, or traffic generation.

7. CONCLUSION

The proposal is consistent with the policies related to both tourism and economic development and expands commercial recreational opportunities within the Municipality. The proposal meets all other general Development Agreement criteria. As a result, a positive recommendation is being made to the Planning Advisory Committee.

8. Summary of Development Agreement

The Development Agreement permits the following uses:

- (a) Those Residential Uses permitted by the underlying zoning in the Land Use By-law; and
- (b) Tourist commercial use located entirely within the area identified as 'Development Envelope' on Schedule B – Site Plan and consisting of:
 - (i) 15 Camp Sites;
 - i. 10 Tourist Cabins – having a maximum building footprint of 500 sq feet each and a maximum building height of 20 feet.
- (c) Amenity Building – having a maximum building footprint of 1500 sq feet each and a maximum height of 20 feet; and
- (d) Accessory uses and buildings.

9. APPENDIXES

Appendix A –Maps

Appendix B – General Criteria for Development Agreements and Amending the Land Use By-law

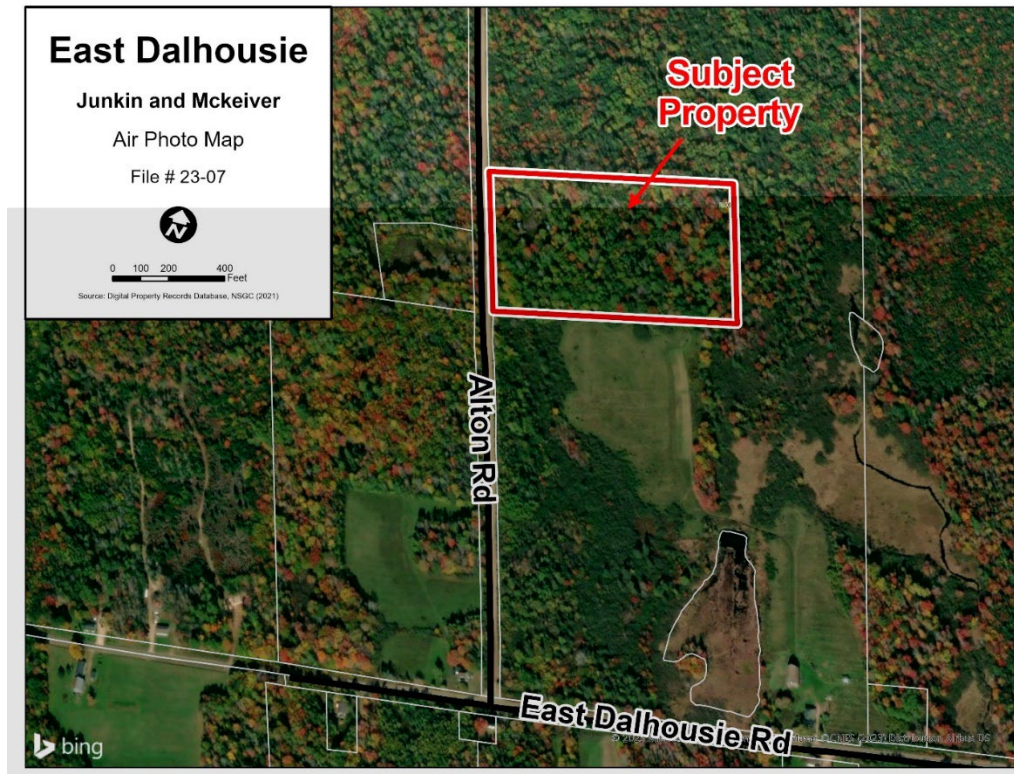
Appendix C - Development Agreement

Appendix D – Site Plan

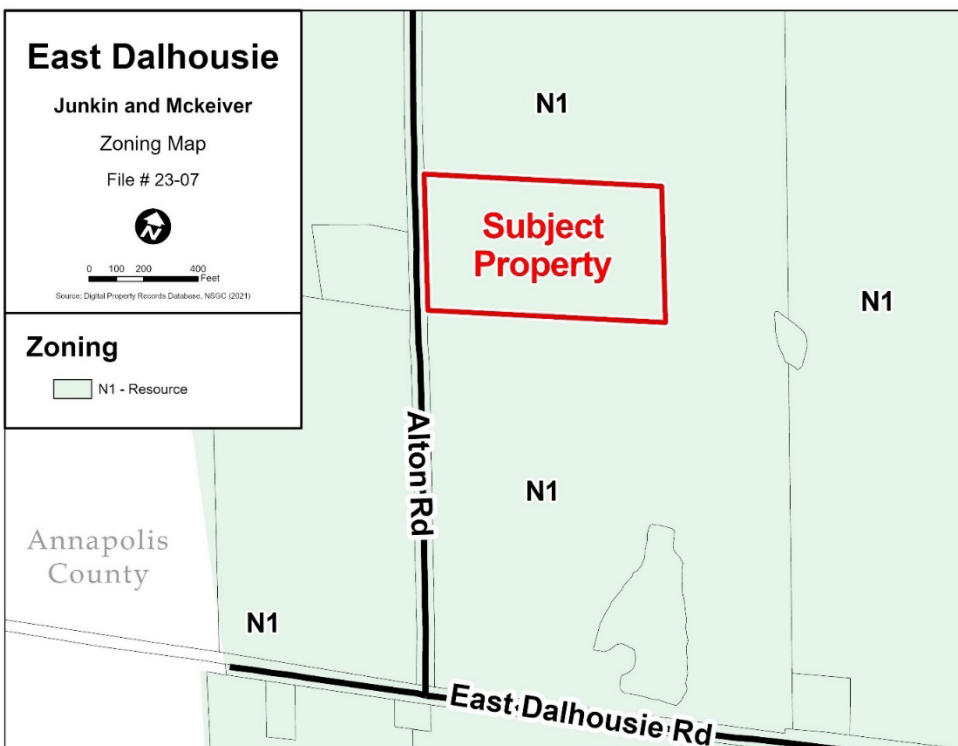
Appendix E – Parcel Description

Appendix A – 100 Alton Rd Maps

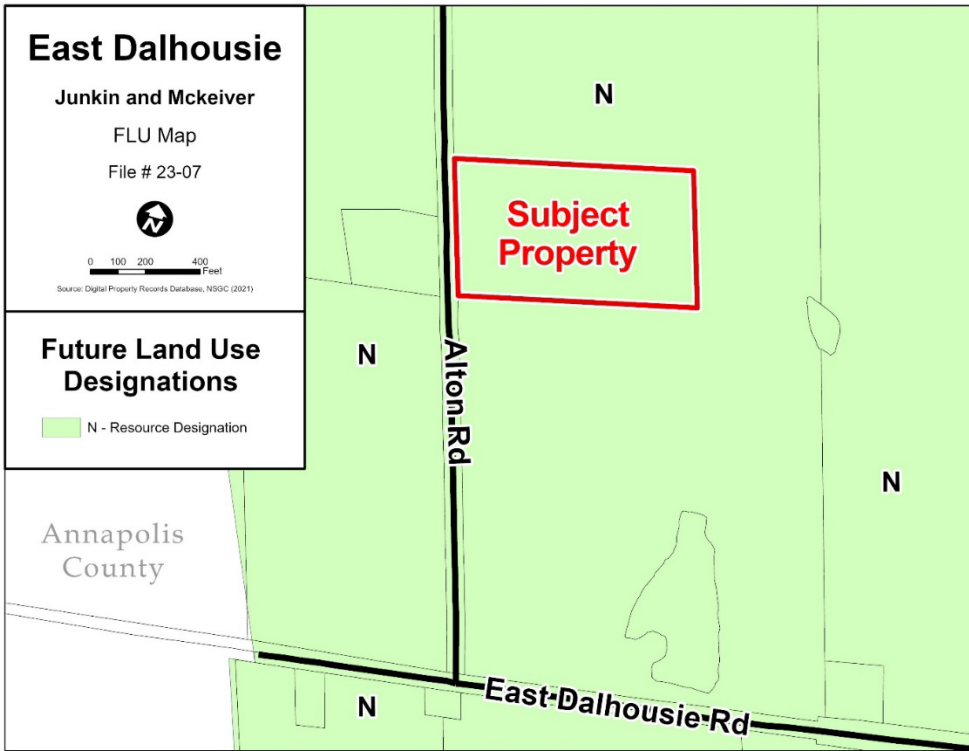
Air Photo Map



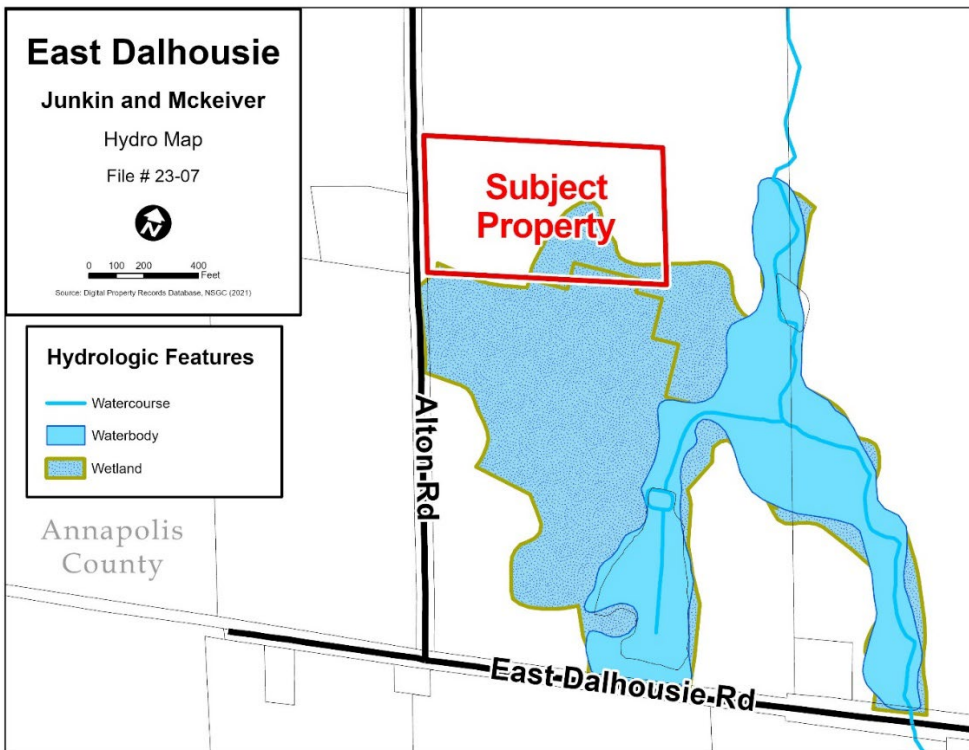
Zoning Map



Future Land-Use Map



Hydrological Map



Appendix B - Municipal Planning Strategy (By-law #105), Section 5.3. – General Criteria to consider for all Development Agreements and Land Use By-law Amendments

Policy 5.3.7

Council expects to receive applications to amend the Land Use By-law or enter into a development agreement for development that is not permitted as-of-right in the Land Use By-law. Council has established criteria to ensure the proposal is appropriate and consistent with the intent of this Strategy.

Council shall be satisfied that a proposal to amend the Land Use By-law or to enter into a development agreement:

| Criteria | Comments |
|---|---|
| <i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i> | The proposed accommodations align with the tourism objectives, resource designation and economic development objectives of the MPS |
| <i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i> | The proposed Development Agreement s not in conflict with any Municipal or Provincial programs, By-laws, or regulations. |
| <i>c. that the proposal is not premature or inappropriate due to:</i> | |
| <i>i. the Municipal or village costs related to the proposal;</i> | The proposal does not involve any development costs to the Municipality. |
| <i>ii. land use compatibility with surrounding land uses;</i> | Commercial tourism uses are expected to be compatible with the surrounding land uses which include rural residential land uses and other tourism uses. The subject property is well buffered, which minimizes any potential impact on surrounding properties. |
| <i>iii. the adequacy and proximity of school, recreation and other community facilities;</i> | Not applicable to tourist accommodations |
| <i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i> | DPW has no concerns with the application. |
| <i>v. the adequacy of fire protection services and equipment;</i> | Springfield chief indicated there was adequate fire protection services available for this proposal. |
| <i>vi. the adequacy of sewer and water services;</i> | Water and waste water services are both on-site systems, falling under the jurisdiction of Nova Scotia Environment. |
| <i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i> | Uses permitted through the proposal are not expected to generate flooding or drainage issues. |

| | |
|--|--|
| <i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i> | There are no identified wellfields in the area. |
| <i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i> | The property owner will be required to follow provincial regulations related to soil erosion during construction phases. |
| <i>x. negative impacts on lake water quality or nearby wetlands;</i> | Not expected to create impact as the property is located at least 1.5 kilometres from any nearby lakes. |
| <i>xi. negative impacts on neighbouring farm operations;</i> | Staff are of the opinion that there will be no negative impacts on surrounding farm operations due to the limited level of development proposed and the increased required setbacks. |
| <i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i> | The subject property is suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way. The area being proposed is one of the only areas on site that would be appropriate for construction. |

Appendix C: Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Vanessa Junkin and William McKeiver of Springfield, 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 55480966; and

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

WHEREAS the Property is situated within an area designated Resource (R) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Resource (N1); and

WHEREAS policy 2.5.13 of the Municipal Planning Strategy and sections 10.3.5 (a) of the Land Use By-law 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 E Property Description

Schedule F 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.
- (b) *Tourist Cabin* means a structure intended for overnight accommodation for the vacationing public and may include plumbing, for kitchen and/or sanitary facilities. These cabins include but are not limited to geodesic domes, teardrop style units, tunnel tents, or recreational cabins but shall not include a recreational vehicle and are not considered residential units.
- (c) *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 as defined in 1.3 (b) of this Agreement.
- (d) *Amenity Building* means an accessory building to the tourist commercial use on the property and may include a social room, washrooms, recreation rooms, laundry facility and common kitchen.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Uses and Regulations

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

- (a) Those Residential Uses permitted by the underlying zoning in the Land Use By-law; and
- (b) Tourist commercial use located entirely within the area identified as 'Development Envelope' on Schedule B – Site Plan and consisting of:
 - (i) 15 total Camp Sites;
 - (ii) Amenity Building – having a maximum building footprint of 1,500 square feet, with a maximum height of 20 feet; and
 - (iii) Accessory uses and buildings.

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

All Development permitted through this agreement shall occur in general accordance with Schedule B – Site Plan.

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 Servicing

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

2.7 Signage

- (a) One ground sign shall be permitted on the Property subject to the following restrictions:
 - (i) Maximum height of 20 feet;
 - (ii) Maximum sign area of 150 square feet;
 - (iii) Internally illuminated signs are prohibited; and
 - (iv) The sign must be located entirely on the subject property

2.8 Parking

One parking space is required on site for each Camp Site as defined in 1.3 (c) on the Property.

2.9 Buffering

The area of the Property outside of the Development Envelope shall remain in a naturally vegetated state. Nothing in this Agreement shall prevent the removal of dead or diseased

vegetation. If vegetation is removed, the area shall be permitted to regrow to a naturally vegetated state.

PART 3 CHANGES AND DISCHARGE

- 3.1** Any matters in this Agreement which are not specified in Subsection 3.2 below are not substantive matters and may be changed by Council without a public hearing.
- 3.2** The following matters are substantive matters:
- (a) the uses enabled by this Agreement on the property as listed in Section 2.1 of this Agreement; and
 - (b) the location of any development envelopes for uses enabled in this Agreement on the property.
- 3.3** Upon conveyance of land by the Property Owner to either:
- (a) the road authority for the purpose of creating or expanding a public street over the Property; or
 - (b) the Municipality for the purpose of creating or expanding open space within the Property;
- registration of the deed reflecting the conveyance shall be conclusive evidence that that this Agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.
- 3.4** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.
- 3.5** Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:
- (a) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
 - (b) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.
- 3.6** Council may discharge this Agreement thirty (30) days after a Notice of Intent to Discharge has been given. Notwithstanding any other provision of this Agreement, the discharge of this

Agreement is not a substantive matter and this Agreement may be discharged by Council without a Public Hearing.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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

4.2 Drawings to be Provided

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

4.3 Completion and Expiry Date

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

PART 5 COMPLIANCE

5.1 Compliance With Other By-laws and Regulations

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

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

- (a) The Property Owner has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance, or is the sole holder of a Registered Interest in the Lands. No other entity has an interest in the Lands which would require their signature on this Development Agreement to validly bind the Lands or the Property Owner has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Property Owner to sign the Development Agreement to validly bind the Lands.
- (b) The Property Owner has taken all steps necessary to, and it has full authority to, enter this Development Agreement.

5.4 Onus For Compliance On Property Owner

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

5.5 Breach of Terms or Conditions

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

5.6 Development Agreement Bound to Land

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

5.7 Assignment of Agreement

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

5.8 Costs

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

5.9 Full Agreement

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

5.10 Severability of Provisions

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

5.11 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include 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:

VANESSA JUNKIN

Witness

Vanessa Junkin
Date

William McKeiver

Witness

William McKeiver
Date

Appendix E: Parcel Description
(Accessed from Property Online November 6, 2023)

Place Name: ALTON ROAD CROSSBURN

Municipality/County: MUNICIPALITY OF THE COUNTY OF KINGS/KINGS COUNTY

Designation of Parcel on Plan: LOT 3

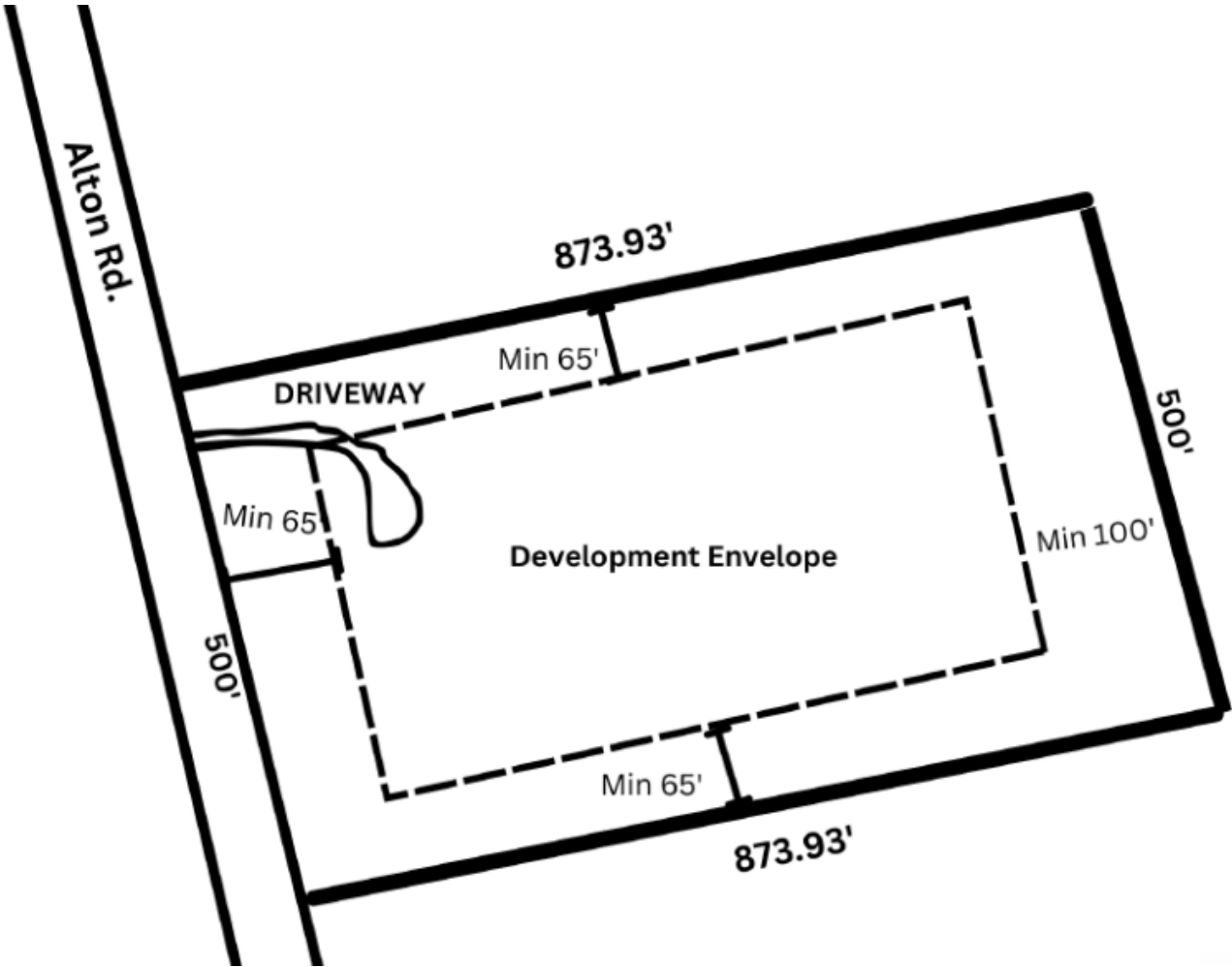
Title of Plan: PLAN OF SUBDIVISION SHOWING A PORTION OF LAND CONVEYED TO JO-ANNE COOPER TO FORM LOT 3, ALTON ROAD, CROSSBURN

Registration County: KINGS COUNTY

Registration Number of Plan: 84834440

Registration Date of Plan: 2006-04-18 08:49:55

Appendix F: Site Plan



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in North Kentville**
Application to enter into a development agreement to permit additional residential units in dwellings under construction on the property located at Aldershot Road (PID 55046056), North Kentville.
File # 23-09 (Caleb Howden)

From: Planning and Development Division

Date: May 7, 2024

Background

Caleb Howden on behalf of YL Oilers Holding Corporation has submitted an application to enter into a development agreement to permit the conversion of proposed attic spaces of four multi-unit dwellings currently under construction on the subject property located at Aldershot Road (PID 55046056), North Kentville into additional residential units. The multi-unit dwellings currently under construction contain 8 units each, the development agreement would enable the applicant to add an additional 4 units to each dwelling resulting in 16 additional residential units and a total of 48 units on the subject property.

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 development agreement by giving it a 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 – Proposed Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

YL OILERS HOLDING CORPORATION, of Kentville, 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 55046056; and

WHEREAS the Property Owner wishes to use the Property for multi-unit residential uses; and

WHEREAS the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Residential Mixed Density (R3) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.1.10 of the Municipal Planning Strategy and section 4.5.5 (d) 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.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) Four multi-unit dwellings containing no more than twelve (12) residential units per dwelling in the locations labelled as Building A, B, C and D on Schedule B Site Plan; and the maximum height of the dwellings shall be limited to 35 feet.

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

2.2 Site Plan

All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan.

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

No alterations to the lot configuration that would result in a reduced lot area are permitted.

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 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 Amenity Spaces

The area identified on Schedule B, Site Plan as AMENITY SPACE shall serve as amenity space. The property owner is expected to provide amenities including but not limited to seating areas, dining areas, landscaping etc.

2.7 Vegetation

The areas identified on Schedule B, Site Plan as VEGETATION shall be landscaped with a mixture of grass, flower beds, shrubs, trees or other permeable surfaces.

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 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 Solid Waste

Garbage shall be stored in a designated, enclosed area within the main building until pickup. The property owner shall be responsible for collaborating with the authority responsible for garbage collection services in the area for the timely pickup and disposal of solid waste from the property.

PART 3 CHANGES AND DISCHARGE

3.1 Any matters in this Agreement which are not specified in Subsection 3.2 below are not substantive matters and may be changed by Council without a public hearing.

3.2 The following matters are substantive matters

- (a) the uses 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 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 Notice of Intent to discharge this Agreement may be given by the Municipality to the Property Owner following a resolution of Council to give such Notice:

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

3.5 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 Record Drawings

- (a) 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.
- (b) Record drawings for stormwater management shall be submitted to the Development Officer prior to any occupancy.

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;
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) 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 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 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.

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 on 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

YL OILERS HOLDING CORPORATION

In the presence of:

Witness

Carol Howden

Date

Schedule A – Property Description

(Source: Property online, accessed November 2023)

Registration County: KINGS COUNTY

Street/Place Name: ALDRSHOT ROAD /NORTH KENTVILLE

Title of Plan: PLAN OF S/D LOT 2020-1 LAND OF DONNA MARIE TAYLOR MILLETT REMAINING LANDS
PARCEL C TO BE ADDED TO LOT 6 LAND OF DONNA MARIE TAYLOR MILLETT TO FORM LOT 2020-2
ALDRSHOT RD NORTH KENTVILLE

Designation of Parcel on Plan: LOT 2020-2

Registration Number of Plan: 117526195

Registration Date of Plan: 2020-11-27 14:55:15

*** 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: 2020

Plan or Document Number: 117526195

Schedule B – Site Plan

