



PUBLIC HEARING

Tuesday, June 3, 2025

6:00 P.M.

Council Chambers

AGENDA

1. Call Meeting to Order
2. Business
 - a. Application to rezone the property located at 1733 Highway 1 (PID 55079073), Auburn and amend the Land Use By-law (File 24-21, Alice Jacob) 2
 - b. Application to enter into a Development Agreement for the property located at 1143 West Halls Harbour Road (PID 55041065), Halls Harbour (File 24-13, Alice Jacob) 6
 - c. Application to rezone the property at 683 Central Avenue (PID 55314876) Greenwood (File 23-16, Alice Jacob) 31
 - d. Application to enter into a Development Agreement for the property located at 1081 Cape Split Road (PID 55014047), Scots Bay (File 24-15, Peri Bowman) 33
3. Adjournment

Accommodations are available for this meeting, please submit your request at:
www.countyofkings.ca/accommodationsrequest

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use By-law Text and Map Amendment**
Application for a Land Use By-law text and map amendment to enable the expansion of an existing day care facility at 1733 Highway 1 (PID 55079073), Auburn.
File: 24-21 (Chris Davison)

From: Planning and Development Department

Date: June 3, 2025

Background

Chris Davison, on behalf of the Nova Scotia College of Early Childhood Education Society (NSCECE), has applied to both text and map amendments to the Land Use By-law (LUB) to permit the expansion of an existing day care facility at 1733 Highway 1 (PID 55079073), Auburn. The text amendment seeks to permit day care facilities within the Rural Commercial (C4) Zone, while the map amendment seeks to rezone the subject property from the Rural Mixed Use (A2) Zone to the Rural Commercial (C4) Zone to enable the use and the proposed expansion.

The Staff Report and draft Land Use By-Law text and map amendments were reviewed by the Planning Advisory Committee (PAC) at its meeting on April 8, 2025. At this meeting, the Committee forwarded a positive recommendation to Council.

On May 6, 2025, Municipal Council gave First Reading to the proposed Land Use By-Law text and map amendments and forwarded it on to this Public Hearing. The proposed Land Use By-Law text and map amendments are attached as Appendices A and B.

Public Hearing

At this Public Hearing, members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the amendments by giving it a Second Reading at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be posted to the Municipal Website, at which time a 14 day appeal period becomes effective.

Appendix A
Proposed Land Use By-law Text Amendment (By-law 106)

THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Land Use By-Law Text Amendment to permit Day Care Facilities within Rural Commercial (C4) Zone.

BY-LAW 106 Land Use By-law

1. Delete section 5.6.2.1 of the Land Use By-Law, Permitted Uses within the Rural Commercial (C4) Zone, and replace with the following:

5.6.2.1 Permitted Uses

The following uses shall be permitted in the Rural Commercial (C4) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

RESIDENTIAL USES	SPECIAL CONDITIONS
Mobile Homes	
One Unit Dwellings	
Residential Units in Commercial Buildings	Located above, behind or below ground floor commercial uses
Semi-detached Dwellings	
Two Unit Dwellings	

NON-RESIDENTIAL USES	SPECIAL CONDITIONS
Agricultural Equipment and Parts Sales and Service	
Agricultural Related Industries	
Agricultural Uses	
Agritainment Uses	Section 14.3
Animal Boarding Facilities	Section 14.3
Arts and Cultural Centres	
Automotive Repair	
Automotive Sales and Rental	
Building and Construction Contractors	
Business Office	
Community Facilities	
Crematoria	
Day Care Facilities	
Domestic Animal Grooming	Section 14.3
Dry-cleaning Depots	
Educational Facilities	

Emergency Services	
Equipment Rental	
Farm Market Outlets	
Farm or Vineyard Product Sampling	Section 14.3
Farm Stays	
Fixed Roof Overnight Accommodations	
Food and Drink Production	Maximum 5,000 sq ft. of gross floor area
Forest Related Industry	
Forestry Uses	Section 14.3
Funeral Homes	
Gas Bars	Section 14.3
Goods and Services Shop	
Greenhouses	
Heavy Equipment Facilities	
Household Item Repair	
Indoor Recreation Uses	
Laundromats	
Medical and Dental Clinics	
Outdoor Commercial Display	
Personal Service Shops	
Places of Worship	
Professional Trades	
Restaurants	
Retail Stores	Maximum 5,000 sq ft. of commercial floor area
Self-storage Facilities	
Storefront Recycling Uses	
Tourist Commercial Uses	Section 14.3
Veterinary Clinics	
Visitor Information Centres	
Wildlife Rescue and Rehabilitation Centres	

1. Amended to add Outdoor Commercial Display, January 5, 2021, File 20-10
2. Removed "Residential Facilities" for consistency, October 1, 2024, File 21-01
3. Amended to add "Day Care Facilities", [date], File 24-21

Appendix B
Proposed Land Use By-law Map Amendment (By-law 106)

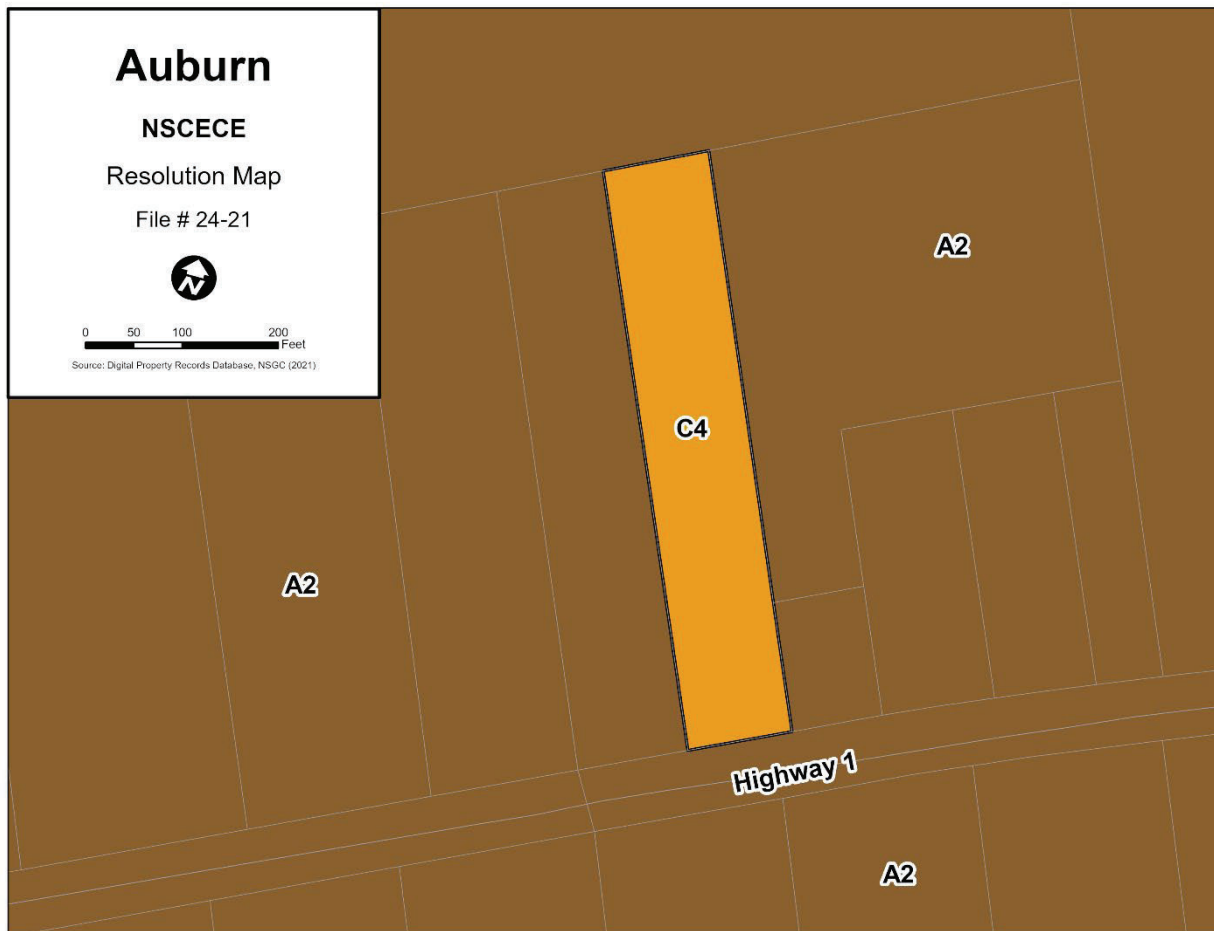
THE MUNICIPALITY OF THE COUNTY OF KINGS

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

**Land Use By-Law Map Amendment to rezone the property located at 1733 Highway 1 (PID 55079073),
Auburn from the Rural Mixed Use (A2) Zone to the Rural Commercial (C4) Zone .**

BY-LAW 106 Land Use By-law

1. Amend Map 13 Rural Zoning, to rezone PID 55079073, from the Rural Mixed Use (A2) Zone to the Rural Commercial (C4) Zone, as shown on the inset copy of a portion of Map 13 below.



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Halls Harbour**
Application for a Development Agreement to legalise three tourist cabins at 1143 West Halls Harbour Road (PID 55041065), Halls Harbour.
File: 24-13 (Logan Morse)

From: Planning and Development Department

Date: June 3, 2025

Background

Logan Morse of Halls Harbour Properties Inc. has submitted an application for a development agreement for the property located at 1143 West Halls Harbour Road (PID: 55041065), Halls Harbour. The property has an existing dwelling and three tourist cabins, which are used for short-term rentals. The development agreement seeks to legalise the three tourist cabins.

The Staff Report and draft Development Agreement were reviewed by the Planning Advisory Committee (PAC) at its meeting on April 8, 2025. At this meeting, the Committee forwarded a positive recommendation to Council.

On May 6, 2025, Municipal Council gave Initial Consideration to the proposed Development Agreement and forwarded it on to this Public Hearing. The proposed Development Agreement is attached as Appendix A.

Public Hearing

At this Public Hearing, members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the development agreement by giving it Final Consideration at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be posted to the Municipal Website, at which time a 14-day appeal period becomes effective.

Appendix A
Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

HALLS HARBOUR PROPERTIES INC., of Billtown, Nova Scotia

and

GREGORY ALFRED SANFORD and KATHERINE ANN SANFORD, of Halls Harbour, 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) Numbers 55041065 and 55057442 ; and

WHEREAS the Property Owner wishes to use the Property for visitor-oriented business uses; and

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

WHEREAS policy 2.5.13 of the Municipal Planning Strategy and section 9.5.5 (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
Schedule C	Encroachment Agreement

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) *Tourist Cabin* means a structure intended for overnight accommodation for the travelling public and may or may not include plumbing for kitchen and/or sanitary facilities.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- a. the existing structures on PID 55041065 and PID 55057442 identified as “existing 1 bedroom cabin” on Schedule B Site Plan shall be permitted to be used as tourist cabins and;
- b. those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time-to-time)

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 in general conformity with Schedule B, Site Plan.

2.3 Encroachment

The existing 1 bedroom cabin encroaching onto PID 55057442 shall be subject to the encroachment agreement in Schedule C. Notwithstanding the encroachment, nothing in this Agreement shall restrict the development of PID 55057442 in accordance with the Land Use By-law.

2.4 Replacement

Should the existing 1 bedroom cabins enabled in section 2.1 be destroyed, they shall be permitted to be rebuilt in the same location and same building footprint, except for the cabin that encroaches onto PID 55057442, which if destroyed may be rebuilt with similar dimensions and shall be contained entirely within PID 55041065, subject to the setback requirements for a one/two-unit dwelling in the underlying zone. The cabins shall be limited to a maximum height of 20 feet.

2.5 Driveway

The width of the existing driveway shall be permitted to be widened, however, it shall not be reduced to less than its current width.

2.6 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.

2.7 Subdivision

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

2.8 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.

2.9 Vegetation

Existing vegetation on the southern and western portions of the property shall remain undisturbed. Any portion of the property not covered by buildings or parking areas shall be

landscaped with a mixture of grass, flower beds, shrubs, trees or other permeable surfaces. Nothing in this section shall prevent the removal of dangerous or diseased vegetation.

2.10 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.

2.11 Servicing

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

2.12 Fire Pits

All fire pits on the property shall be in compliance with By-law 63: Open Burning and Smoke Control By-Law of the Municipality, as amended and replaced from time to time, and any other applicable provincial regulations. The property owner shall make sure that visitors are aware of the applicable regulations.

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.

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; 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** Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by the Chief Administrative Officer (CAO) 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 the receipt of approval by the Chief Administrative Officer 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 the Chief Administrative Officer 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** This Agreement may be discharged 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 the Chief Administrative Officer (CAO) 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

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;
- (b) Development permits for uses enabled by this Agreement in section 2.1. shall be obtained 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 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 the uses 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.

DRAFT

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

David L. Corkum, Mayor

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED

HALLS HARBOUR PROPERTIES INC.

In the presence of:

Witness

Logan Morse (Halls Harbour Properties Inc.)

Date

Witness

Timothy Greer (Halls Harbour Properties Inc.)

Date

GREGORY ALFRED SANFORD AND KATHERINE
ANN SANFORD

Witness

Gregory Alfred Sanford

Date

Witness

Katherine Ann Sanford

Date

DRAFT

Schedule A – Property Description
[Accessed on Property Online March 17, 2025]

PID: 55041065

Place Name: Halls Harbour

Municipality/County: Halls Harbour, KINGS COUNTY

Designation of Parcel or Plan: Lot 1

Title of Plan: Plan of Subdivision Lot 1, 2 and 3 lands conveyed to (and claimed by) John D. Neville and Joyce Neville

Registration County: KINGS COUNTY

Registration Number of Plan: P8923

Registration Date of Plan: 1992-04-21

MGA Compliance Statement

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Kings as plan or document number P8923.

PID: 55057442

Municipality of the County of Kings

Designation of parcel on Plan: Lot 2

Title of Plan: Plan of Subdivision Lot 1, 2, and 3 lands conveyed to (and claimed by) John D. Neville and Joyce Neville

Registration District: Kings

Registration Reference of Plan: P-8923

BURDENS

SUBJECT TO an easement/right of way (burden) in favour of PID 55041107 created by implication of law

on the severance of the ownership of the dominant tenement parcel and the servient tenement parcel by the common owner of both parcels by the deed dated May 30, 1973 recorded in the Land Registration Office for Kings County, Nova Scotia, in Book 339, Page 653, as Document 4143 on June 7, 1973. This conveyance refers to the North line of this parcel bounding on a twenty-five foot wide right of way.

SUBJECT TO an easement/right of way (burden) in favour of PID 55041123 granted by the deed dated August 30, 1976 registered in the Land Registration Office for Kings County, Nova Scotia, in Book 441, Page 625, as Document 5613 on June 13, 1978. Plan P-2206 recorded on August 16, 1976 creating this parcel shows this right of way as twenty-five feet in width.

SUBJECT TO an easement/right of way (burden) in favour of PID 55041115 granted by the deed dated August 30, 1976 registered in the Land Registration Office for Kings County, Nova Scotia, in Book 441, Page 627, as Document 5614 on June 13, 1978. Plan P-2206 recorded on August 16, 1976 creating this parcel shows this right of way as twenty-five feet in width.

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

Compliance:

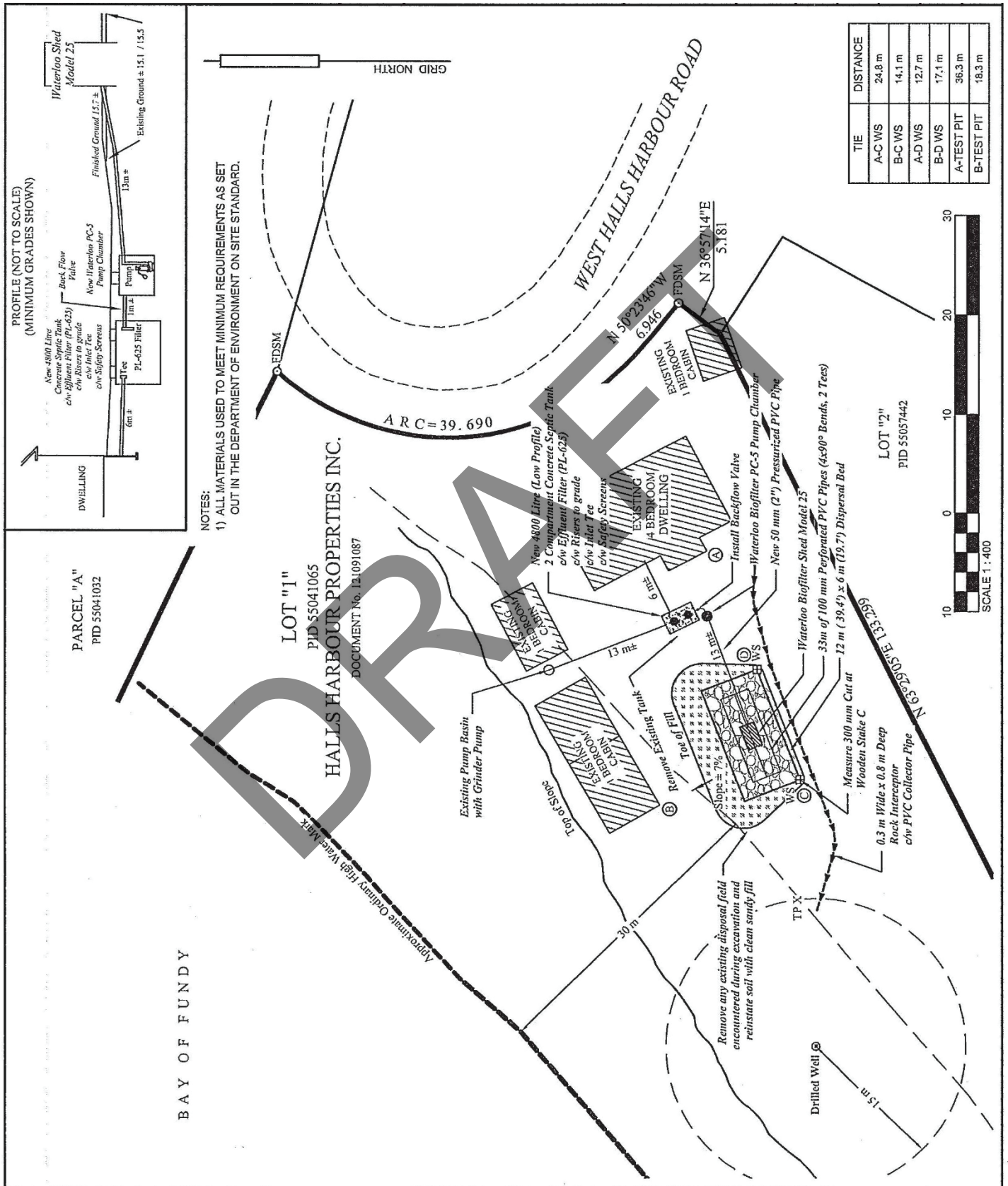
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 1992

Plan or Document Number: 8923

Schedule B - Site Plan



Schedule C - Encroachment Agreement

Form 24

Purpose: to change the registered interest, benefits or burdens

Instrument Code: 450 - (If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

Registration District: **Kings**
Submitter's User Number: **3666**
Submitter's Name: **Robert F. Morrison**

IN THE MATTER OF Parcel Identification
Number
(PID): **55041065**

(Maximum 9 PIDs per form)

The following additional forms are being submitted simultaneously with this form and relate to the attached document: (check appropriate boxes, if applicable)

☒ Form 24(s)

☐ Form 8A(s)

Additional information: *(check appropriate boxes, if applicable)*

- ☐ This Form 24 creates or is part of a subdivision or consolidation
- ☐ This Form 24 is a municipal or provincial street or road transfer
- ☐ This Form 24 is adding a corresponding benefit or burden as a result of an AFR of another parcel.
- ☐ This Form 24 is adding a benefit or burden where the corresponding benefit/burden in the "flip- side" parcel is already identified in the LR parcel register and no further forms are required.

For Office Use Only

KINGS COUNTY LAND REGISTRATION OFFICE	
I certify that this document was registered or recorded as shown here.	
Penny Goodwin, Registrar	
<u>121090964</u>	LR <input checked="" type="checkbox"/> ROD <input type="checkbox"/>
Document #	
AUG 09 2022	14:05
MM DD YYYY	Time

May 4, 2009

Power of Attorney (Note: completion of this section is mandatory)

The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is: (select one or more)

☒ No power of Attorney applies to this document.

(Select all appropriate boxes)

1. **The following registered interests are changed in the parcel's registration - N/A**
2. **The following tenant in common interests that appear in the section of the parcel register labeled "Tenants in Common not registered pursuant to the *Land Registration Act*" are to be removed because the interests are being registered: - N/A.**
3. **I have searched the judgment roll with respect to this revision of the registered interest and have determined that it is appropriate to add the following judgment(s) or judgment-related documents to the parcel register, in accordance with the Land Registration Act and Land Registration Administration Regulations: - N/A.**
4. **The following benefits are to be added and/or removed in the parcel's registration:**

Instrument type	Agreement
Interest holder and type to be removed (if applicable)	N/A
Interest holder and type to be added (if applicable) Note: include qualifier (e.g. estate of, executor, trustee, personal representative) (if applicable)	Together with an Easement/ROW Easement/ROW Holder (Benefit)
Mailing address of interest holder to be added (if applicable)	N/A
Servient tenement parcel(s) (list all affected PIDs):	55057442
Reference to related instrument in names-based roll/parcel register (if applicable)	N/A
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	N/A

May 4, 2009

5. The following burdens are to be added and/or removed in the parcel's registration:
- N/A.
6. The following recorded interests are to be added and/or removed in the parcel's registration: - N/A.
7. I request that the following textual qualifications on the registered interest in the above-noted parcel be changed: - N/A.
8. I request that the following information about the occupier of the parcel, which is owned by the Nova Scotia Farm Loan Board, be changed: - N/A.

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

Dated at Kentville, Kings County, Nova Scotia, this August 4, 2022.

Signature of Authorized Lawyer

Name: Robert F. Morrison

Address: 50 Cornwallis Street, Kentville NS B4N 2E4

Phone: (902) 678-6156

Email: morrison@tmclaw.com

Fax: (902) 678-6082

☒ This document does not affect non-land registration parcels.

P:\RFM\The Jelly Cupboard Ltd\2nd offer, sale 1143 West Hall Harbour Rd\Form 24 encroachment agreement benefit.wpd

THIS ENCROACHMENT AGREEMENT dated August 4, 2022 is made between

GREGORY ALFRED SANFORD and KATHERINE ANN SANFORD, the "Owners", and
THE JELLY CUPBOARD LIMITED, the "Neighbour"

Recitals:

1. The Owners own the parcel at Halls Harbour, Kings County, Nova Scotia, PID 55057442, described in Schedule "A", the "Owners' Parcel".
2. The Neighbour owns the parcel at 1143 West Halls Harbour Road, Kings County, Nova Scotia, PID 55041065, described in Schedule "B", the "Neighbour's Parcel".
3. A recreational cabin located on the Neighbour's Parcel encroaches partially on the Owners' Parcel as shown on the attached plan of survey filed in the Kings County Land Registration Office as Plan P-8923 as attached as Schedule "C", the "encroachment".
4. The parties agree that
 - a. the encroachment has been made and will continue to be made with the Owners' consent, and
 - b. the Owners consent to the continuing encroachment on the terms of this Encroachment Agreement ("Agreement")

to prevent either or both the legal doctrines of "adverse possession" (squatter's rights) or "prescription" from adversely affecting the Owners' ownership to the part of the Owners' Parcel which is subject to the encroachment.

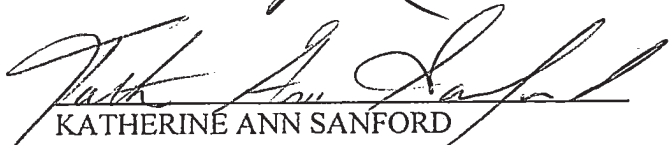
IN CONSIDERATION OF their mutual promises in this agreement the parties agree as follows:

1. The Neighbour acknowledges that the encroachment has been made with the Owners' consent and that it will continue with the Owners' consent under the terms of this Agreement.
2. Should the recreational cabin ever be removed, destroyed or relocated by the Neighbour, the Neighbour's rights under this Agreement shall cease and this Agreement shall become null and void.
3. This Agreement shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors, legal representatives and assigns.

Signed, Sealed and Delivered in the presence of:


Witness


GREGORY ALFRED SANFORD



KATHERINE ANN SANFORD

Signed, Sealed and Delivered in the presence of:


Witness

THE JELLY CUPBOARD LIMITED


Heather Lohr, Secretary


John Lohr, President

CANADA
PROVINCE OF NOVA SCOTIA
KINGS COUNTY

W. DARRYL DOLLIVER
A Commissioner of the Supreme
Court of Nova Scotia
Expiry: November 30, 2022

I certify that on ^{August} ~~July~~ 2, 2022, Daniel L. Oulton
the subscribing witness to this instrument came before me, made oath, and said that Gregory Alfred Sanford and Katherine Ann Sanford caused the same to be signed and sealed in its name and in its behalf by its duly authorized Officer in his/her presence.


A Commissioner of Oaths in Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
KINGS COUNTY

MICHAEL R. BROOKER, Q.C.
A Barrister of the Supreme
Court of Nova Scotia

I certify that on ^{August} ~~July~~ 4, 2022, THE JELLY CUPBOARD LIMITED executed the foregoing instrument and affixed its corporate seal thereto in my presence by its duly authorized Officers and that I signed such instrument as witness to such execution.


A Commissioner of Oaths in Nova Scotia

W. DARRYL DOLLIVER
A Commissioner of the Supreme
Court of Nova Scotia
Expiry: November 30, 2022

PARCEL DESCRIPTION REPORT

Schedule "A"

2022-07-27 13:36:34

PID: 55057442
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2013-05-23 10:27:04

Municipality of the County of Kings

Designation of parcel on Plan: Lot 2

Title of Plan: Plan of Subdivision Lot 1, 2, and 3 lands conveyed to (and claimed by) John D. Neville and Joyce Neville

Registration District: Kings

Registration Reference of Plan: P-8923

BURDENS

SUBJECT TO an easement/right of way (burden) in favour of PID 55041107 created by implication of law on the severance of the ownership of the dominant tenement parcel and the servient tenement parcel by the common owner of both parcels by the deed dated May 30, 1973 recorded in the Land Registration Office for Kings County, Nova Scotia, in Book 339, Page 653, as Document 4143 on June 7, 1973. This conveyance refers to the North line of this parcel bounding on a twenty-five foot wide right of way.

SUBJECT TO an easement/right of way (burden) in favour of PID 55041123 granted by the deed dated August 30, 1976 registered in the Land Registration Office for Kings County, Nova Scotia, in Book 441, Page 625, as Document 5613 on June 13, 1978. Plan P-2206 recorded on August 16, 1976 creating this parcel shows this right of way as twenty-five feet in width.

SUBJECT TO an easement/right of way (burden) in favour of PID 55041115 granted by the deed dated August 30, 1976 registered in the Land Registration Office for Kings County, Nova Scotia, in Book 441, Page 627, as Document 5614 on June 13, 1978. Plan P-2206 recorded on August 16, 1976 creating this parcel shows this right of way as twenty-five feet in width.

*** 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: 1992
Plan or Document Number: 8923

External Comments:

Description Change Details:

Reason:

Author of New or

Changed Description:

PARCEL DESCRIPTION REPORT

2022-07-27 13:36:34

Name:

Registered Instruments:

Comments:

DRAFT

PARCEL DESCRIPTION REPORT

Schedule "B"

2022-07-27 13:36:55

PID: 55041065
CURRENT STATUS: ACTIVE
EFFECTIVE DATE/TIME: 2010-10-14 11:18:04

Place Name: Halls Harbour
Municipality/County: Halls Harbour, KINGS COUNTY
Designation of Parcel or Plan: Lot 1
Title of Plan: Plan of Subdivision Lot 1, 2 and 3 lands conveyed to (and claimed by) John D. Neville and Joyce Neville
Registration County: KINGS COUNTY
Registration Number of Plan: P8923
Registration Date of Plan: 1992-04-21

MGA Compliance Statement

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Kings as plan or document number P8923.

External Comments:

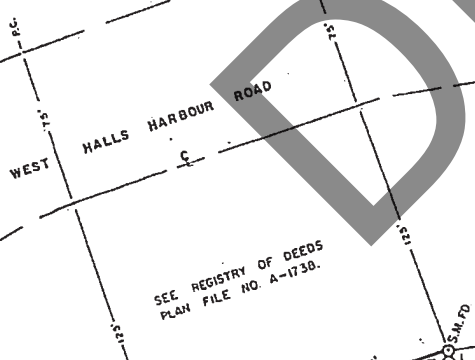
Description Change Details:

Reason:
Author of New or
Changed Description:
Name:

Registered Instruments:

Comments:

[illegible]

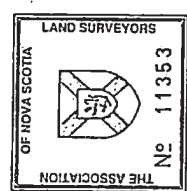


TRU-LINE SURVEYS
 54 CORNWALLIS ST., KENTVILLE, N. S.
 NICHOLSVILLE, KINGS CO., N.S.
 MOUNT DENSON, HANTS CO., N.S.

PLAN OF SUBDIVISION
 LOTS "1", "2" & "3"
 LANDS CONVEYED TO (AND CLAIMED BY)
 JOHN G. NEVILLE
 AND
 JOYCE NEVILLE
 BOOK 734, PAGE 869
 HALLS HARBOUR
 KINGS COUNTY, NOVA SCOTIA

THIS SURVEY WAS EXECUTED DURING THE PERIOD OCTOBER 9,
 1991, TO FEBRUARY 18, 1992 BY E.J.C., D.A.B., R.O.M. & G.S.W.
 DRAWN ON FEBRUARY 20, 1992 BY E.J.C.
 SCALE: 1" = 50'
 APPROVED BY: TC.

PLAN NO. 92-009



I, EDWARD J. CLEVELAND, Nova Scotia Land Surveyor,
 hereby certify that the Survey represented by this plan was
 conducted under my supervision, and that the survey and plan
 were made in accordance with the Nova Scotia Land
 Surveyors Act and the regulations made thereunder.

DATED THIS 20th DAY OF FEBRUARY, 1992.....
Edward J. Cleveland N.S.L.S. # 501

P 8923 Apr 21/92

THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Land Use By-law Map Amendment in Greenwood**
Application to rezone a property located at 683 Central Avenue (PID 55314876),
Greenwood, from the General Commercial (C1) Zone to the Mixed Commercial
Residential (C3) Zone.
File: 23-16 (Rawaa Saba)

From: Planning and Development Department

Date: June 3, 2025

Background

Rawaa Saba has applied to amend the Land Use By-law ('LUB') map to rezone the property located at 683 Central Avenue (PID 55314876), Greenwood from the General Commercial (C1) Zone to Mixed Commercial Residential (C3) Zone to permit a multi-unit dwelling behind an existing mixed-use building on the subject property.

The Staff Report and draft Land Use By-Law map amendment were reviewed by the Planning Advisory Committee (PAC) at its meeting on April 8, 2025. At this meeting, the Committee forwarded a positive recommendation to Council.

On May 6, 2025, Municipal Council gave First Reading to the proposed Land Use By-Law map amendment and forwarded it on to this Public Hearing. The proposed Land Use By-Law map amendment is attached as Appendix A.

Public Hearing

At this Public Hearing, members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the amendment by giving it Second Reading at the Municipal Council meeting immediately following this Public Hearing. If approved, a Notice of Passing will be posted to the Municipal Website, at which time a 14 day appeal period becomes effective.

Appendix A
Proposed Land Use By-law Map Amendment (By-law 106)

THE MUNICIPALITY OF THE COUNTY OF KINGS

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

Land Use By-Law Map Amendment to rezone the property located at 683 Central Avenue (PID: 55314876), Greenwood, from the General Commercial (C1) Zone to the Mixed Commercial Residential (C3) Zone.

BY-LAW 106 Land Use By-law

1. Amend Map 6 Greenwood, to rezone PID 55314876, from the General Commercial (C1) Zone to the Mixed Commercial Residential (C3) Zone, as shown on the inset copy of a portion of Map 6 below.



THE MUNICIPALITY OF THE COUNTY OF KINGS

REPORT TO MUNICIPAL COUNCIL

Subject: **Public Hearing – Development Agreement in Scots Bay**
Application to enter a development agreement to permit a tourist commercial use (use of an existing building as fixed roof overnight accommodation) on the property located 1081 Cape Split Road (PID 55014047), Scots Bay.
File # 24-15 (Mark and Sherry Pineo)

From: Planning and Development Division

Date: June 3, 2024

Background

Mark and Sherry Pineo have submitted an application to enter into a development agreement to permit a Tourist Commercial Use (use of an existing building as fixed roof overnight accommodation) on 1081 Cape Split Road (PID 55014047), Scots Bay.

The application and staff report were reviewed by Planning Advisory Committee (PAC) on April 8th, 2025. At this meeting, the Committee forwarded a positive recommendation to Council.

On May 6, 2025, Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

Public Hearing

At this Public Hearing, members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the development agreement by giving it Final Consideration at the Municipal Council meeting immediately following this public hearing. If approved, a Notice of Passing will be published in the local paper, at which time a 14 day appeal period becomes effective.

Appendix A – Proposed Development Agreement
THIS DEVELOPMENT AGREEMENT BETWEEN:

Mark Pineo and Sherry Pineo, of Scots Bay, 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 **55014047**; and

WHEREAS the Property Owner wishes to use the Property for a Tourist Cabin; and

WHEREAS the Property is situated within an area designated **Agricultural (A)** on the Future Land Use Map of the Municipal Planning Strategy, and zoned **Rural Mixed Use (A2)** 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 (a)** of the Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

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

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

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A Property Description

Schedule B Site Plan

1.2 Municipal Planning Strategy and Land Use By-law

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

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tourist Cabin* means the existing A-frame building used for the purpose of providing Fixed Roof Overnight Accommodation to the travelling public on a short term or temporary basis.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) Those uses permitted by the underlying zoning in the Land Use By-law (as may be amended from time-to-time); and
- (b) Tourist Cabin within the area identified on Schedule B – Site plan as ‘Tourist Cabin’ notwithstanding sections 14.3.2 of the Land Use By-law. One dedicated parking space shall be provided to the north of the A-frame building, accessed by the driveway on the western side of the site.

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 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 Vehicle Access

All vehicular access to the Tourist Cabin must be contained within the boundaries of the property.

2.4 Setbacks

Notwithstanding uses permitted in the underlying zone, the existing buildings, parking areas, and use enabled in 2.1(b), all other activities on the property including, but not limited to, picnic areas and fire pits shall be set back at least 50 feet from the western property line and 100 feet from all other property lines.

2.5 Subdivision

No alterations to the lot configuration that would result in a reduced lot area are 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 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 and 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 Floor area of A-frame

No increase in the floor area of the A-frame building shall occur except for the purposes of complying with the National Building Code of Canada as amended from time to time and successor documents in regards to change of use.

2.10 Signs

Signage on the Property shall be limited to one Ground Sign in accordance with Section 14.6.10 of the Land Use By-Law – Home-based Business Signs.

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;

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 the Municipality 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 decision of the Chief Administrative Officer 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 The Chief Administrative Officer 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 the Municipality 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

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 Regulatory and Appeals 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 ensure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

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

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

**MUNICIPALITY OF THE COUNTY
OF KINGS**

Witness

David L. Corkum, Mayor

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED

MARK AND SHERRY PINEO

In the presence of:

Witness

Sherry Pineo

Date

Witness

Mark Pineo

Date

DRAFT

Schedule A – Property Description
(accessed on Property Online on March 31st, 2025)

PID 55014047

Parcel Description

Registration County: KINGS COUNTY

Street/Place Name: CAPE SPLIT ROAD /SCOTS BAY

Title of Plan: PLAN OF S/D SHOWING PARCEL A BEING A S/D OF LANDS CONVEYED TO EDGAR APPLETON THORPE KENNETH WARREN THORPE PID 55014021 TO BE ADDED TO LANDS CONVEYED TO SHERRY MAE PINEO PID 55014047 TO FORM LOT P1 CAPE SPLIT RD SCOTS BAY

Designation of Parcel on Plan: LOT P1

Registration Number of Plan: 117526369

Registration Date of Plan: 2020-11-27 15:14:47

BURDEN NUMBER ONE

RESERVING FURTHER to the Grantor herein his heirs and assigns and his agents and servants for all types of vehicles traffic to the use of a 15 foot right of way in common with Warren R. Thorpe et ux, their heirs and assigns, which said right of way is situated on the west side of the herein before described lot.

BURDEN NUMBER TWO

Subject however to an easement/right of way for a utility line granted by Sherry Mae Pineo and Mark Pineo to Bell Canada dated September 25, 2018 and recorded in the Registry of Deeds for Kings County on October 5, 2018 as document number 113377718.

BURDEN NUMBER THREE

Subject however to a right of way reserved by Kenneth Warren Thorpe and Edgar Appleton Thorpe, their heirs and assigns, and their agents and servants for all types of vehicular traffic to the use of a fifteen (15) foot right-of-way in common with the Grantees, their heirs and assigns, which said right-of-way is situated on the west side of Parcel A described in a deed to Sherry Mae Pineo recorded in the Land Registration office for Kings County on November 27, 2020 as document number 117526377.

BENEFIT

Together with a grant of water rights as set on in an agreement between Mabel Fraser and Clazina Marie Pineo dated January 4, 1993 and recorded in the Registry of Deeds for Kings County on January 5, 1993 in Book 928 at Page 826 as document number 48.

*** 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: 117526369

4. Lands conveyed by the heirs and devisees of the Last Will and Testament of Warren Rufus Thorpe, in favour of Her Majesty The Queen in Right of the Province of Nova Scotia, for purposes of road enlargement or realignment, dated July 14, 1976 and recorded on July 19, 1976 in the Kings County Registry of Deeds in Book 402 at Page 540 (see Plan filed as P-2148).
5. Lands conveyed by Warren R. Thorpe and his wife Edna Thorpe to J. Howard Shaw by Warranty Deed dated October 29, 1970 and recorded on October 30, 1970 in the Kings County Registry of Deeds in Book 291 at Page 483 as Document No. 815.

SUBJECT HOWEVER to a Water Agreement between Gemmy Katherine Thorpe, Edgar Appleton Thorpe, and Irene Elizabeth Huntley of the one part, and Perry A. R. Jackson and S. Dianne Jackson, spouses of the other part, dated March 20, 2002 and recorded on that same date in the Kings County Registry of Deeds in Book 1312 at Page 589 as Document No. 1784. The underground domestic waterline running westerly across the so-called Jasper Steele Lot to adjoining lands of Perry and Dianne Jackson on Cape Split Road is also referenced on Page 2 of a separate Water Agreement between Gemmy Katherine Thorpe, Edgar Appleton Thorpe and Irene Elizabeth Huntley of the one part and Gemmy Katherine Thorpe of the other part, dated March 20, 2002 and recorded on that same date in the Kings County Registry of Deeds in Book 1312 at Page 599 as Document No. 1785.

AND FURTHER BEING AND INTENDED TO BE the same lands and premises conveyed by Gemmy Katherine Thorpe, Edgar A. Thorpe and Irene Elizabeth Huntley as Grantor, and by Elva Thorpe (wife of Edgar A. Thorpe) as Releasor, to Gemmy Katherine Thorpe as Grantee, dated October 3, 2001 and recorded on March 20, 2002 in the Kings County Registry of Deeds in Book 1312 at Page 614 as Document No. 1787. This conveyance included the previous one-third undivided Tenant-in-Common interest of Gemmy Katherine Thorpe, and thereby served to convey a one hundred percent fee simple interest in the above described lands to Gemmy Katherine Thorpe.

Schedule B – Site Plan

Application 24-15
PID 55014047

Site Plan

0 35 70 140 Feet

