



MUNICIPALITY *of the*  
COUNTY *of* KINGS

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## **PUBLIC HEARING**

**Tuesday May 5, 2026**

**6:00 P.M.**

**Council Chambers**

### **AGENDA**

1. Call Meeting to Order
2. Business
  - a. Application to amend an existing development agreement to permit the expansion of a visitor-oriented development at 850 Grand Pre Rd (PID 55235550), Wallbrook. (File 25-18, Alice Jacob) Page 2
  - b. Application to rezone a portion of 1200 Parkway Drive (PID 55479562), Port Williams from the Light Industrial Commercial (M1) Zone to the General Commercial (C1) Zone. (File 25-22, Melissa Chunick) Page 26
  - c. Application to amend the text of the Land Use By-law to permit Second Dwellings in rural areas and associated amendments. (File P24-01, Laura Mosher) Page 28
  - d. Application to deregister a Municipal Heritage Property at 1108 Middle Street (PID 55036867), Port Williams. (File 26-03, Laura Mosher) Page 37
3. Adjournment

Accommodations are available for this meeting, please submit your request at:

[www.countyofkings.ca/accommodationsrequest](http://www.countyofkings.ca/accommodationsrequest)

#### **Land Acknowledgement**

The Municipality of the County of Kings is in Mi'kma'ki, the ancestral, unceded, and current territory of the Mi'kmaq Peoples. The Municipality of the County of Kings is a neighbour to Annapolis Valley First Nation and Glooscap First Nation, as well as a diverse urban and rural Indigenous population. We are all treaty people and commit to upholding the Peace and Friendship Treaties and working towards reconciliation in all areas of the Municipality.

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**       **Public Hearing – Development Agreement in Wallbrook**  
Application to amend an existing development agreement to permit the expansion of a visitor-oriented development at 850 Grand Pre Rd (PID 55235550), Wallbrook.  
**File: 25-18 (Jonathan Stacey)**

**From:**           Planning Services

**Date:**            May 5, 2026

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### **Background**

Jonathan Stacey of Valley Sky Luxury Camping Incorporated has submitted an application to amend an existing development agreement registered on the property located at 850 Grand Pre Rd (PID 55235550), Wallbrook. The development agreement permits up to 10 tourist cabins on the property, as well as other permitted uses in the underlying zone. The proposed amendment seeks to permit additional tourist cabins and other uses, such as camp sites and an event venue, to host more than one event per year on the property.

The staff report and proposed amendments to the development agreement were reviewed by the Planning Advisory Committee (PAC) at its meeting on March 10, 2026. At this meeting, the Committee forwarded a positive recommendation to Council.

On April 7, 2025, Municipal Council gave Initial Consideration to the proposed amendments to the development agreement and forwarded it on to this Public Hearing. The draft amendments and existing development agreement are attached as Appendix 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 to 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 Amendments to the Development Agreement

THIS AMENDING AGREEMENT BETWEEN:

**VALLEY SKY LUXURY CAMPING INCORPORATED**, of Wolfville, 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 Parties entered into a Development Agreement registered at the Kings County Land Registration Office as Document 120085197 on February 7, 2022, affecting land described therein and now known as PID 55235550 (hereinafter called the "Property");

WHEREAS the parties wish to amend the Development Agreement as hereinafter set forth; and

WHEREAS the amendments are identified in the Development Agreement as matters that are substantive matters; and

WHEREAS policies 2.5.13 and 3.6.9 of the Municipal Planning Strategy (By-law 105) and section 10.3.5 (a) and (d) of the Land Use By-Law (By-law 106) provide that the use proposed through amending the existing development agreement may be permitted if authorized by a development agreement

WHEREAS the Municipality, by resolution of Municipal Council, approved this amending agreement.

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

1. Section 1.1 Schedules is deleted and replaced with the following:

#### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A          Property Description

Schedule B          Site Plan

2. Section 1.3 Definitions is deleted and replaced with the following:

**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) *Amenity Structure* means an accessory structure that is accessory to the tourist cabins/camp sites and may include amenities for use by individuals staying at the tourist cabins/camp sites including, but not limited to, kitchen and washroom facilities, laundry facilities, common areas for recreation, reading, meeting, or dining.
- (b) *Camp Site* means the area used by a member of the travelling public for accommodations, either with the use of a recreational vehicle or other temporary structure, such as a camping tent. The recreational vehicle shall not become a derelict vehicle as defined in the Municipal Government Act.
- (c) *Development Area* means the developable area of the property, excluding the required buffer.
- (d) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (e) *Tourist Cabin* means a rental cabin, yurt, geo dome or one unit dwelling in which accommodation is provided on a short term or temporary basis to the travelling public.

3. Section 2.1 Use is deleted and replaced with the following:

**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) The development area shall be permitted to be developed with the following:
  - I. Tourist Cabins – not to exceed a total of 20 cabins, with:
    - a. 19 cabins having a maximum building footprint of 1,000 square feet each
    - b. 1 cabin having a maximum building footprint of 1,100 square feet
    - c. The cabins shall not exceed 20 feet in height

- II. Camp sites- not to exceed a total of 40. The number of sites for recreational vehicles shall be limited to a maximum of 20.
- III. Amenity structures accessory to the tourist cabins and camp sites. Amenity structures shall not exceed 20 feet in height.
- IV. Event venue and associated buildings and structures, which shall be entirely contained within the 145-foot by 145-foot Event Venue Envelope shown in Schedule B Site Plan

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law apply to any development undertaken pursuant to this Agreement. Parking for each camp site or cabin shall be provided in accordance with the requirements of the Land Use By-law.

4. Section 2.3 Subdivision is deleted and replaced with the following:

### **2.3 Subdivision**

No alterations to the lot configuration that would result in a reduced lot area are permitted without a substantive amendment to this agreement except as may be required by the road authority for the purpose of creating or expanding a public street over the Property.

5. Section 2.4 Erosion and Sedimentation Control is deleted and replaced with the following:

### **2.4 Drainage, Erosion and Sedimentation Control**

- (a) The property owner is responsible for implementing effective storm water management techniques to prevent post-development runoff from adversely affecting neighbouring properties.
- (b) 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.

6. Section 2.5 Lighting is deleted and replaced with the following:

**2.5 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.

7. Section 2.6 Servicing is deleted and replaced with the following:

**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.

No pit privies shall be permitted on the property.

8. Sections 2.7 Enhanced Buffering and 2.8 Setbacks are deleted and replaced with the following:

**2.7 Vegetative Buffer**

A natural vegetative buffer of at least 60 feet in width along all lot lines shall be maintained for all uses enabled in section 2.1(b). The vegetative buffer is to be an area of no activity related to the permitted uses enabled in section 2.1(b) of this agreement (all main and accessory structures, parking areas, camp sites, public gathering areas, loading areas and outdoor storage, etc.). Walking trails may be located within the required vegetative buffer. 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.

9. Sections 2.8 and 2.9 are added:

**2.8 On-site Caretaker**

The property shall have an on-site caretaker in residence whenever the visitor-oriented business is open to visitors/travelling public.

**2.9 Event Venue**

- (a) The hours of operation for the Event Venue permitted in section 2.1 (b) (IV) of the agreement shall be between 7 am and 11 pm Sunday through Thursday, inclusive, except when a Sunday precedes a holiday Monday, when the hours of operation shall be between the hours of 7 am and 12 am, inclusive. Hours of operation on Fridays, Saturdays and holidays shall be between 7 am and 12 am.

- (b) The use of sound amplification equipment (such as speakers) is prohibited outdoors and within open air structures for special events. The equipment can be used within enclosed structures/buildings that are part of the event venue.
- (c) All event venue parking shall be contained within the Development Area. No parking shall be permitted on or alongside the driveway, blocking access to fire or emergency services.

10. Section 3.4 is deleted and replaced with the following:

- 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.

11. Sections 3.5 and 3.6 are added:

- 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.

12. Section 5.1 is deleted and replaced with the following:

**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.

13. Section 5.8 is deleted and replaced with the following:

#### **5.8 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.

14. Section 5.9 is deleted and replaced with the following:

#### **5.9 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.

15. Sections 5.10, 5.11 and 5.12 are added:

#### **5.10 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.

#### **5.11 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.

#### **5.12 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.

This Amending Agreement is to be read and construed with the Development Agreement and be treated as part thereof, and for such purpose and so far as may be necessary to give effect to this Amending Agreement the Development Agreement, is hereby amended, and the Development Agreement as so amended, together with all the covenants and provisions thereof, which shall remain in full force and effect.

**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 on the day and year first above written.

SIGNED, SEALED AND ATTESTED to be the proper signing 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  
In the presence of:

**Valley Sky Luxury Camping Incorporated**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Jonathan Stacey (Director/President)

\_\_\_\_\_  
Date

## Schedule A

### Property Description – Taken From Property On-line: October 3, 2025

#### Parcel Description

ALL that land situated at Wallbrook, in the County of Kings and Province of Nova Scotia, known as the Front lot;

BOUNDED on the south by Mill Brook;

ON the west by Telegraph Road;

ON the north by land of Arch Vaughan;

ON the east by the Base Line.

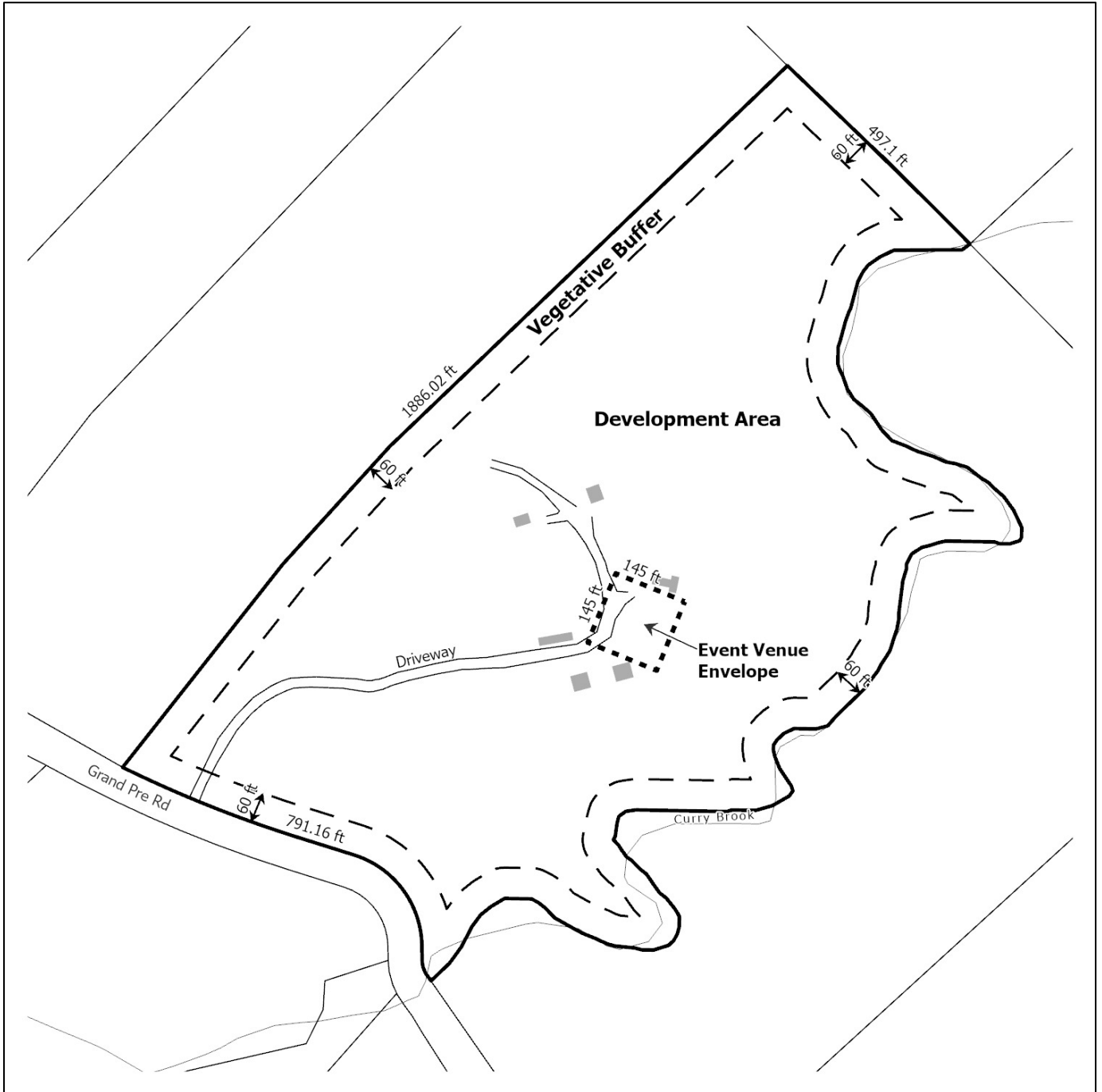
BEING AND INTENDED TO BE a portion of those lands conveyed by Gordon C. Allen to Gordon C. Allen and Marjorie I. Allen, as Joint Tenants, by Deed registered at the Kings County Registry of Deeds in Book 489 Page 605 as Document 3668.

\*\*\* 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.

Schedule B - Site Plan



Appendix - B

**Form 26**

*Purpose: to record an interest in a parcel; or  
to record a power of attorney in the power of attorney roll*

Registration district: Kings County  
 Submitter's user number: 1554  
 Submitter's name: G. Bernard Conway

**In the matter of Parcel Identification Number (PID)**

PID 55235550	
PID	

*(Expand box for additional PIDs, maximum 9 PIDs per form.)*

**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:
- recorded in the attorney roll
  - recorded in the parcel register
  - incorporated in the document

OR

- No power of attorney applies to this document

This form is submitted to record the attached document *(select applicable box)*:

- in the parcel register as a recorded interest
- in the power of attorney roll
- in the power of attorney roll as a duplication of a power of attorney registered under the *Registry Act*

The following information relates to the interest being recorded:

<b>Instrument type</b>	Agreement re land use
<b>Expiry date</b> <i>(if applicable)</i>	
<b>Interest holder and type to be added</b> <i>(if applicable)</i> <i>Note: include qualifier (e.g., estate of, executor, trustee, personal representative) if applicable</i>	<b>Municipality of the County of Kings – party to agreement</b>
<b>Mailing address of interest holder to be added</b> <i>(for power of attorney, provide mailing address for donee)</i>	181 Coldbrook Village Pakr Drive Coldbrook, NS B4R 1B9
<b>Name and mailing address power of attorney donor to be added</b> <i>(if applicable)</i>	

For Office Use

KINGS COUNTY LAND REGISTRATION OFFICE  
 I certify that this document was registered or recorded as shown here.  
 Penny Goodwin, Registrar

120085197 LRI  ROD   
 Document #  
 FEB - 7 2022  
 MM DD YYYY

14:26  
 Time

*B*



Appendix E: Development Agreement

THIS DEVELOPMENT AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, A.D.

BETWEEN:

**Jonathan Stacey, owner of Valley Sky Luxury Camping, of Wallbrook, 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 55235550; and

WHEREAS the Property Owner wishes to use the Property for Tourist accommodations.

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

WHEREAS policies 2.5.13 and 3.6.9 of the Municipal Planning Strategy and section 10.3.5 of the Land Use Bylaw 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 passed at a meeting on May 4 2021 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

### **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 Bylaw. Words not defined in the Land Use Bylaw but used herein are:

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tourist cabin* means a rental cabin, yurt, geo dome or one unit dwelling in which accommodation is provided on a short term or temporary basis to the travelling public.

## **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 Cabins – not to exceed a total of 10 cabins, with a maximum building footprint of 1000 sq ft for each cabin. If more than 2 tourist cabins are offered, an on-site caretaker shall reside on the same lot.

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

### **2.2 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.

**2.3 Subdivision**

Except as otherwise provided for in this Agreement, the subdivision of the Property shall comply with the requirements of the Subdivision By-law, as may be amended from time-to-time, according to the minimum lot size requirements in the Commercial Recreation (P1) Zone.

**2.4 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.

**2.5 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 away from streets and neighbouring properties.

**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 Enhanced Buffering**

A natural wooded area at least 100 feet in width along all side and rear lot lines shall be maintained. If any portion of the 100 foot wide area is cleared, then trees and shrubs that would naturally spread in the area shall be grown.

**2.8 Setbacks**

All developments, including parking areas, camp sites, public gathering areas, loading areas, and outdoor storage shall be set back 60 feet from all lot boundaries. This setback shall not apply to signage, which can locate closer to front lot lines.

**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;

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 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.

## **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 120 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) The Developer shall commence construction within ten (10) years of recording this Agreement at the Registry of Deeds.

## **PART 5 COMPLIANCE**

### **5.1 Compliance with Other Bylaws and Regulations**

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

### **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 Developer has obtained the approval of every other entity which has an interest in the Lands whose authorization is required for the Developer 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.

### **5.5 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.

### **5.6 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.

### **5.7 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.

## **5.8 Interpretation**


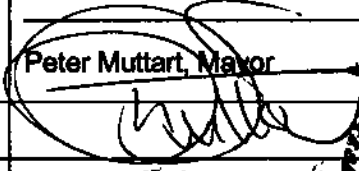
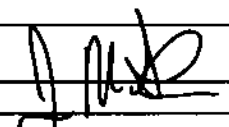
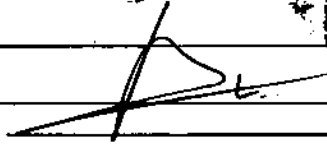
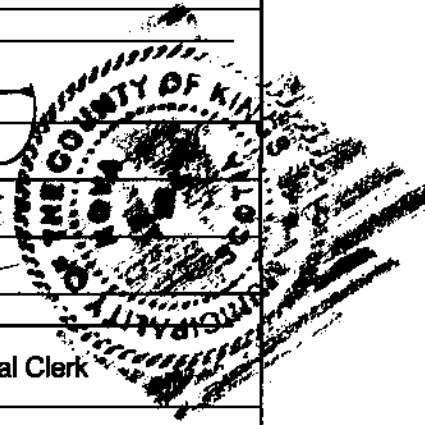
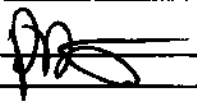

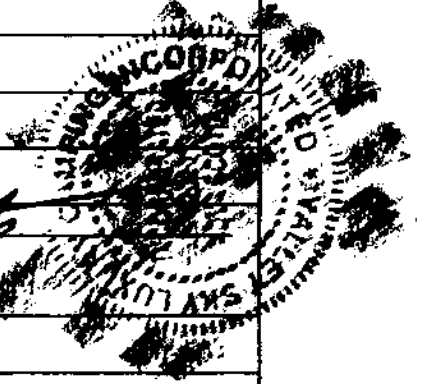
Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

## **5.9 Breach of Terms or Conditions**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

**THIS AGREEMENT** shall ensure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

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

<p>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:</p>	<p><b>MUNICIPALITY OF THE COUNTY OF KINGS</b></p>
<p>          _____          Witness</p>	<p>          _____          Peter Muttart, Mayor</p>
<p>          _____          Witness</p>	<p>          _____          Janny Postema, Municipal Clerk</p> 
<p>SIGNED, SEALED AND DELIVERED          In the presence of:</p>	<p><b>JONATHAN STACEY          (PRESIDENT/DIRECTOR OF VALLEY SKY)</b></p>
<p>          _____          Witness  <b>Phyllis Dharmaratnam</b>          A Commissioner of the Supreme Court of Nova Scotia</p>	<p>          _____          Jonathan Stacey</p> 
<p>_____          Witness</p>	<p>_____          Name of Signing Authority</p>

Schedule A – Property Description

**PARCEL DESCRIPTION REPORT**

2020-08-07 10:18:12

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**PID:** 55235550  
**CURRENT STATUS:** ACTIVE  
**EFFECTIVE DATE/TIME:** 2020-04-30 08:37:16

**ALL** that land situated at Wallbrook, in the County of Kings and Province of Nova Scotia, known as the Front lot;

**BOUNDED** on the south by Mill Brook;

**ON** the west by Telegraph Road;

**ON** the north by land of Arch Vaughan;

**ON** the east by the Base Line.

**BEING AND INTENDED TO BE** a portion of those lands conveyed by Gordon C. Allen to Gordon C. Allen and Marjorie L. Allen, as Joint Tenants, by Deed registered at the Kings County Registry of Deeds in Book 489 Page 605 as Document 3668.

**\*\*\* 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.

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**AFFIDAVIT OF SPOUSAL STATUS**

**CANADA  
PROVINCE OF NOVA SCOTIA  
KINGS COUNTY**

I, **Jonathan Stacey**, of Wallbrook, in the County of Kings, Province of Nova Scotia, make oath and say that:

1. I am the President of Valley Sky Luxury Camping. (the "Corporation"). Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I am authorized to execute the forgoing instrument on behalf of the Corporation, and thereby bind the Corporation.
3. I acknowledge that the Corporation executed the foregoing Instrument by its proper officer(s) duly authorized in that regard on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392. or s. 79(1)(a) of the *Land Registration Act* as the case may be, for the purpose of registering the instrument.
4. The Corporation is a resident of Canada under the *Income Tax Act* (Canada).
5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.
6. I have the authority to execute the document and bind the corporation.

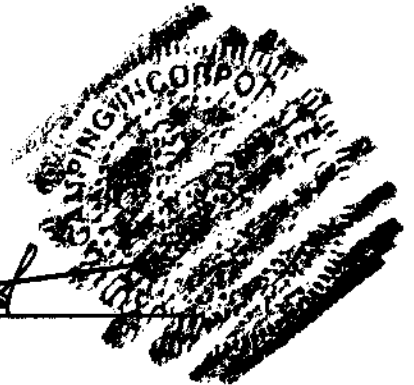
**SWORN TO** at Kentville in the County of Kings,  
Province of Nova Scotia the 25 day of January  
2022, before me,



A Barrister/Commissioner of Oaths of the  
Supreme Court of Nova Scotia



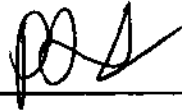
**JONATHAN STACEY**



Phyllis Dharmaratnam  
A Commissioner of the Supreme  
Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA  
COUNTY OF KINGS**

**I CERTIFY** that on the **25** day of January, 2022, **VALLEY SKY LUXURY CAMPING.**, caused this Development Agreement to be properly executed and its corporate seal affixed by its duly authorized officer(s). I have signed as a witness to such execution.



---

**A Commissioner of the Supreme Court  
Of Nova Scotia**

**Phyllis Dharmaratnam  
A Commissioner of the Supreme  
Court of Nova Scotia**

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**       **Public Hearing – Land Use By-Law Map Amendment in Port Williams**  
Application to rezone a portion of 1200 Parkway Drive (PID 55479562), Port Williams from the Light Industrial Commercial (M1) Zone to the General Commercial (C1) Zone to permit a Day Care Facility. **File #25-22 (Jeremy Banks)**

**From:**           Planning Services

**Date:**            May 5, 2026

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### **Background**

Jeremy Banks, on behalf of Big Sky Builders Inc., has applied to amend a map of the Land Use By-Law to rezone a portion of 1200 Parkway Drive (PID 55479562), Port Williams, from the Light Industrial Commercial (M1) Zone to the General Commercial (C1) Zone. The requested change is to permit the use of the existing building as a Day Care Facility.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on March 10, 2026. At this meeting, the Committee forwarded a positive recommendation to Council.

On April 7, 2026, Municipal Council gave First Reading to the proposed Land Use By-Law Map Amendment and forwarded it on to this Public Hearing. The proposed amendment is attached as Appendix A.

### **Public Hearing**

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

**Appendix A**

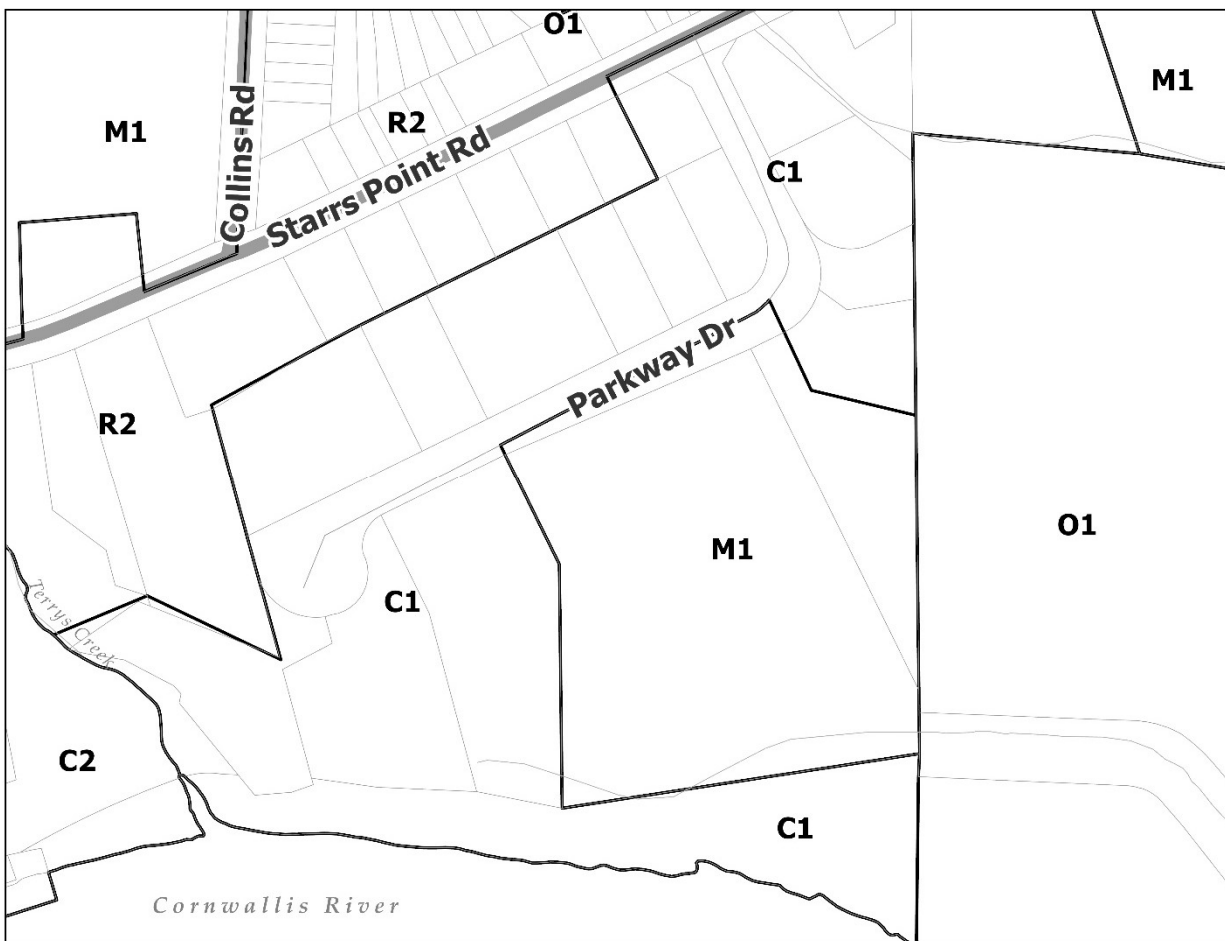
**Proposed Land Use By-law Map Amendment**

**MUNICIPALITY OF THE COUNTY OF KINGS**

**AMENDMENT TO BY-LAW #106 – Land Use By-law**

**Map amendment to rezone a portion of the property at 1200 Parkway Drive (PID 55479562), Port Williams, from the Light Industrial Commercial (M1) Zone to the General Commercial (C1) Zone.**

1. Amend the Land Use By-law Map 11, the Zoning Map for the Growth Centre of Port Williams by rezoning a portion of the property at 1200 Parkway Drive, (PID 55479562), Port Williams, from the Light Industrial Commercial (M1) Zone to the General Commercial (C1) Zone, as shown on the inset copy of a portion of 11 below.



# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:** **Public Hearing – Planning Document Amendments**  
Amendments to the Land Use By-law to permit Second Dwellings in rural areas.  
**File #P24-01**

**From:** Planning Services

**Date:** May 5, 2026

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### **Background**

Municipal Council authorized Staff to undertake a planning project in response to accessory dwellings being introduced as a use in Growth Centres (2023) and amendments to permit any residential use as a short-term rental (2024). This resulted in members of the public who live in rural areas requesting options for accessory dwellings in rural areas. The project focus shifted to second dwellings, and the intention is for these to be permitted within Rural Zones that permit residential uses except for the Rural Commercial (C4) Zone, Agricultural (A1) Zone, Farm Commercial (A3) Zone, and the Country Residential (A4) Zone. Planning Staff have proposed amendments to the text of the Land Use By-law to allow for Second Dwellings in rural areas along with associated housekeeping amendments.

The application and staff report were reviewed by the Planning Advisory Committee (PAC) on March 10, 2026. At this meeting, the Committee forwarded a positive recommendation to Council.

On April 7, 2026, Municipal Council gave First Reading to the proposed amendments, with the exception of those in the Historic Hamlet of Grand Pré (A5) Zone and forwarded them on to this Public Hearing. The proposed amendments, revised in accordance with Council's First Reading motion, are attached as Appendix A of this report.

### **Public Hearing**

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

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

**THE MUNICIPALITY OF THE COUNTY OF KINGS**

**AMENDMENT TO BY-LAW 106 – LAND USE BY-LAW**

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

**Amend Section 8.4.2.1 Permitted Uses in the Rural Mixed Use (A2) Zone – Residential Uses**

1. Delete Section 8.4.2.1 and replace with:

**8.4.2.1 Permitted Uses**

The following uses shall be permitted in the Rural Mixed Use (A2) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

<b>RESIDENTIAL USES</b>	<b>SPECIAL CONDITIONS</b>
Mobile Homes	Maximum two residential units per lot in one or two dwellings. <sup>1</sup>
Mini-home Parks – Existing	
One Unit Dwellings	Maximum two residential units per lot in one or two dwellings. <sup>1</sup>
Recreational Cabins	
Semi-detached Dwellings	Subject to the requirements applicable to Semi-detached Dwellings in 8.6.3. <sup>1</sup>
Two Unit Dwellings	Maximum two residential units per lot in one or two dwellings. <sup>1</sup>

<b>NON-RESIDENTIAL USES</b>	<b>SPECIAL CONDITIONS</b>
Abattoirs	
Agricultural Related Industries	
Animal Boarding Facilities	Section 14.3
Community Facilities – Existing	
Fish Farms	
Forestry Industry Uses	
Places of Worship	
Tourist Commercial Uses	Section 14.3
Wildlife Rescue and Rehabilitation Centres	
Zoos – Existing	

<b>AGRICULTURAL USES</b>	<b>SPECIAL CONDITIONS</b>
Agricultural Equipment and Part Sales and Services	
Agricultural Uses	
Agritainment Uses	Section 14.3
Bunkhouses	Section 8.4.4.1
Farm or Vineyard Product Sampling	Section 14.3
Farm Market Outlets	
Farm Supportive Uses	
Farm Tenements	Section 8.4.4.1
Fishing Uses	
Forestry Uses	
Greenhouses	
Livestock Operations	Section 14.3

1. Amended special conditions related to residential uses, [date], File P24-01

### **Amend Section 9.3 Lakeshore Residential (S1) Zone**

1. Delete 9.3.2.1 Permitted Uses in the Lakeshore Residential (S1) Zone and replace with:

#### **9.3.2.1 Permitted Uses**

The following uses shall be permitted in Lakeshore Residential (S1) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

<b>RESIDENTIAL USES</b>	<b>SPECIAL CONDITIONS</b>
One Unit Dwellings	Section 9.3.4
Recreational Cabins	Section 9.3.4
Recreational Vehicles	Section 9.3.4
Two Unit Dwellings <sup>1</sup>	Section 9.3.4

<b>NON-RESIDENTIAL USES</b>	<b>SPECIAL CONDITIONS</b>
Boathouses	Must be associated with a lot located on an island unless it is accessory to a residential use
Community Facilities – Existing	
Forestry Uses	

1. Amended to add two unit dwellings, [date], File P24-01

2. Delete Section 9.3.4.3 and replace with:

**9.3.4.3 Residential Uses**

A maximum of two residential uses excluding two unit dwellings are permitted on a lot and may include any combination of a one unit dwelling, recreational cabin, or recreational vehicle. A maximum of one two unit dwelling is permitted on a lot. *(Amended [date], File P24-01)*

3. Delete Section 9.3.4.4 and replace with:

**9.3.4.4 Recreational Vehicles**

A recreational vehicle shall be permitted as a main use on a lot subject to the conditions noted below.

- a. A development permit could be issued for a dwelling or recreational cabin on the lot.
- b. The recreational vehicle does not meet the definition of a derelict vehicle under the Act.
- c. The location of the recreational vehicle on the lot meets the setback requirements for a dwelling in the zone.

*(Amended [date], File P24-01)*

4. Delete Section 9.3.4.8 and replace with:

**9.3.4.8 Site Plan Exemptions**

The following matters do not require site plan approval but all other requirements of this By-law shall be met prior to the issuance of a development permit:

- a. Repairs, renovations and additions to buildings and structures on the lot.
- b. The development of new accessory buildings.
- c. The replacement of a legally existing residential use.
- d. The addition of a residential unit to an existing building.

*(Amended [date], File P24-01).*

**Amend Section 9.4 Lakeshore Limited Development (S2) Zone**

1. Delete Section 9.4.2.1 Permitted Uses in the Lakeshore Limited Development (S2) Zone and replace with:

**9.4.2.1 Permitted Uses**

The following uses shall be permitted in the Lakeshore Limited Development (S2) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

<b>RESIDENTIAL USES</b>	<b>SPECIAL CONDITIONS</b>
One Unit Dwellings	Section 9.4.4
Recreational Cabins	Section 9.4.4
Recreational Vehicles	Section 9.4.4

Two Unit Dwellings <sup>1</sup>	Section 9.4.4
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NON-RESIDENTIAL USES	SPECIAL CONDITIONS
Agricultural Uses	
Boathouses	Must be associated with a lot located on an island unless it is accessory to a residential use
Forestry Uses	

1. Amended to add two unit dwellings, [date], File P24-01

2. Delete Section 9.4.4.3 and replace with:

**9.4.4.3 Residential Uses**

A maximum of two residential uses excluding two unit dwellings are permitted on a lot and may include any combination of a one unit dwelling, recreational cabin, or recreational vehicle. A maximum of one two unit dwelling is permitted on a lot. (Amended [date], File P24-01)

3. Delete Section 9.4.4.4 and replace with:

**9.4.4.4 Recreational Vehicles**

A recreational vehicle shall be permitted as a main use on a lot subject to the conditions noted below.

- a. A development permit could be issued for a dwelling or recreational cabin on the lot.
- b. The recreational vehicle does not meet the definition of a derelict vehicle under the Act.
- c. The location of the recreational vehicle on the lot meets the setback requirements for a dwelling in the zone.

(Amended [date], File P24-01).

4. Delete Section 9.4.4.8 and replace with:

**9.4.4.8 Site Plan Exemptions**

The following matters do not require site plan approval but all other requirements of this By-law shall be met prior to the issuance of a development permit:

- a. Repairs, renovations and additions to buildings and structures on the lot.
- b. The development of new accessory buildings.
- c. The replacement of a legally existing residential use.
- d. The addition of a second main residential use in an existing or new building.

(Amended [date], File P24-01).

## Amend Section 9.5.2.1 Permitted Uses in the Tidal Shoreland (T1) Zone

1. Delete Section 9.5.2.1 and replace with:

### 9.5.2.1 Permitted Uses

The following uses shall be permitted in the Tidal Shoreland (T1) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

RESIDENTIAL USES	SPECIAL CONDITIONS
One Unit Dwellings	Section 9.5.4 <sup>1</sup>
Recreational Cabins	Section 9.5.4 <sup>1</sup>
Recreational Vehicles	Section 9.5.4
Semi-detached Dwellings	Section 9.5.4 <sup>1</sup>
Two Unit Dwellings	Section 9.5.4 <sup>1</sup>

NON-RESIDENTIAL USES	SPECIAL CONDITIONS
Agricultural Uses	
Community Facilities	
Fishing Uses	
Forestry Uses	
Places of Worship	
Tourist Commercial Uses	Section 14.3

1. *Amended special conditions related to residential uses, [date], File P24-01*

2. Delete Section 9.5.4.2 and replace with:

### 9.5.4.2 Recreational Vehicles

A recreational vehicle shall be permitted as a main use on a lot subject to the conditions noted below.

- a. A development permit could be issued for a dwelling or recreational cabin on the lot.
- b. The recreational vehicle does not meet the definition of a derelict vehicle under the Act.
- c. The location of the recreational vehicle on the lot meets the setback requirements for a dwelling in the zone.

*(Amended [date], File P24-01).*

3. Add Section 9.5.4.3

### 9.5.4.3 Residential Uses

A maximum of two residential uses except two-unit dwellings are permitted on a lot and may include any combination of a one unit dwelling, recreational cabin, recreational vehicle or one unit of a semi-detached dwelling. A maximum of one two unit dwelling is permitted on a lot. *(Amended [date], File P24-01).*

## Amend Section 9.6.2.1 Permitted Uses in the Tidal Commercial (T2) Zone

1. Delete Section 9.6.2.1 and replace with:

### 9.6.2.1 Permitted Uses

The following uses shall be permitted in the Tidal Commercial (T2) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

<b>RESIDENTIAL USES</b>	<b>SPECIAL CONDITIONS</b>
One Unit Dwellings	Section 9.6.4 <sup>1</sup>
Recreational Cabins	Section 9.6.4 <sup>1</sup>
Recreational Vehicles	Section 9.6.4
Residential Units in Commercial Buildings	Located above, behind or below ground floor commercial uses
Semi-detached Dwellings	Section 9.6.4 <sup>1</sup>
Two Unit Dwellings	Section 9.6.4 <sup>1</sup>

<b>NON-RESIDENTIAL USES</b>	<b>SPECIAL CONDITIONS</b>
Business Offices	
Community Facilities	
Day Care Facilities	
Domestic Animal Grooming	Section 14.3
Educational Facilities	
Emergency Services	
Fish and Seafood Processing	
Fishing Uses	
Fixed Roof Overnight Accommodations	Up to 5 guest rooms within a single building per lot
Goods and Services Shops	
Medical and Dental Clinics	
Personal Services Shops	
Places of Worship	
Restaurants	
Retail Stores	
Tourist Commercial Uses	Section 14.3
Veterinary Clinics	Section 14.3
Visitor Information Centres	

1. *Amended special conditions related to residential uses, [date], File P24-01*

2. Delete Section 9.6.4.2 and replace with:

**9.6.4.2 Recreational Vehicles**

A recreational vehicle shall be permitted as a main use on a lot subject to the conditions noted below.

- a. A development permit could be issued for a dwelling or recreational cabin on the lot.
- b. The recreational vehicle does not meet the definition of a derelict vehicle under the Act.
- c. The location of the recreational vehicle on the lot meets the setback requirements for a dwelling in the zone.

*(Amended [date], File P24-01).*

3. Add Section 9.6.4.3

**9.6.4.3 Residential Uses**

A maximum of two residential uses except two-unit dwellings are permitted on a lot and may include any combination of a one unit dwelling, recreational cabin, recreational vehicle or one unit of a semi-detached dwelling. A maximum of one two unit dwelling is permitted on a lot. *(Amended [date], File P24-01)*

**Amend Section 10.3.2.1 Permitted Uses in the Resource (N1) Zone**

1. Delete Section 10.3.2.1 and replace with:

**10.3.2.1 Permitted Uses**

The following uses shall be permitted in the Resource (N1) Zone subject to all applicable requirements of this By-law, including Section 14 – General Regulations.

<b>RESIDENTIAL USES</b>	<b>SPECIAL CONDITIONS</b>
Mobile Homes	Maximum two residential units per lot in one or two dwellings. <sup>1</sup>
One Unit Dwellings	
Recreational Cabins	
Semi-detached Dwellings	
Two Unit Dwellings	

<b>NON-RESIDENTIAL USES</b>	<b>SPECIAL CONDITIONS</b>
Abattoirs	
Agricultural Related Industries	
Agricultural Uses	
Agritainment Uses	Section 14.3
Animal Boarding Facilities	Section 14.3
Bunkhouses	Section 10.3.4
Community Facilities	
Composting Facilities	
Farm Market Outlets	
Farm Tenements	Section 10.3.4

Fish and Seafood Processing	
Fish Farms	
Fishing Uses	
Forestry Industry Uses	
Forestry Uses	
Greenhouses	
Heavy Equipment Facilities	
Livestock Operations	Section 14.3
Places of Worship	
Tourist Commercial Uses	Section 14.3
Wildlife Rescue and Rehabilitation Centres	

1. Amended special conditions related to residential uses, [date], File P24-01

**Amend Section 14.3 Uses**

1. Delete Section 14.3.2 Multiple Main Buildings and replace with:

**14.3.2 Multiple Main Buildings**

Except on a lot located in the Residential One Unit (R1) Zone, any number of main buildings may be located on the same lot, subject to the applicable zone requirements. (Amended October 3, 2023, File 22-04; Amended [date], File P24-01)

2. Delete Section 14.3.3 One Dwelling on a lot and replace with:

**14.3.3. One Dwelling Per Lot:**

More than one dwelling shall be permitted on a lot where residential uses are permitted except for the Rural Commercial (C4) Zone, the Agricultural (A1) Zone, the Farm Commercial (A3) Zone, Historic Hamlet of Grand Pré (A5) Zone and the Commercial Recreation (P1) Zone. (Amended February 6, 2024, file P22-02; Amended [date], File P24-01)

3. Delete Section 14.3.5A Accessory Dwellings and replace with:

**14.3.5A Accessory Dwellings**

One accessory dwelling shall be permitted per lot in all Residential Zones, the Mixed Commercial Residential (C3) Zone, the Country Residential (A4) Zone, the Lakeshore Residential (S1) Zone and the Lakeshore Limited Development (S2) Zone. Accessory dwellings shall be subject to the zone requirements for accessory buildings, including height, unless the entrance to the accessory dwelling is located in the side or rear yard in which case a 10-foot setback shall be maintained between the lot line and the building wall containing the entrance. The Accessory Dwelling shall be required to have one dedicated parking space on the lot. Accessory dwellings are not permitted to be a mobile home. (Amended February 6, 2024, File P22-02 ; Amended [date], File P23-01; Amended [date], File P24-01)

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:** **Public Hearing – Deregistration of a Municipal Heritage Property in Port Williams**  
Application to Deregister a Municipal Heritage Property at 1108 Middle Street (PID 55036867), Port Williams  
**File #26-03 (Chad Warren)**

**From:** Planning Services

**Date:** May 5, 2026

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### **Background**

Chad Warren has applied to deregister a Municipal Heritage Property at 1108 Middle Street (PID55037867), Port Williams.

The application and staff report were reviewed by the Planning Advisory Committee (PAC), sitting as Heritage Advisory Committee, on March 10, 2026. At this meeting, the Committee forwarded a positive recommendation to Council.

The *Heritage Property Act* requires that Council hold a Public Hearing in advance of the deregistration of a Municipal Heritage Property.

### **Public Hearing**

At this Public Hearing, members of the public have the opportunity to present opinions on the proposal directly to Municipal Council. Council is scheduled to consider approving the deregistration at the Municipal Council meeting immediately following this public hearing.