



**Planning Advisory Committee**  
**Tuesday, September 10, 2024 at 1:00PM**  
**Council Chambers**  
**181 Coldbrook Village Park Drive**

**A G E N D A**

1. Meeting to Order
2. Roll Call
3. Amendments to Agenda
4. Approval of the Agenda
5. Disclosure of Conflict-of-Interest Issues
6. Approval of Minutes
  - a. July 9, 2024 2
7. Business Arising from the Minutes
8. Approval of Port Williams Area Advisory Committee Members 5
9. Business
  - a. Application to discharge an existing development agreement and for a Land Use By-Law Text Amendment to add 'existing uses' as a permitted use under the Comprehensive Neighbourhood Development (R5) Zone at 1386 Lockhart Mountain Road (PID 55468383), Coldbrook (Peri Bowman, File # 24-05) 6
10. Other Business
11. Date of Next Meeting: October 8<sup>th</sup>, 2024
12. Comments from the Public
13. Adjournment

Accommodations are available for this meeting: please submit your request at  
[www.countyofkings.ca/accommodationsrequest](http://www.countyofkings.ca/accommodationsrequest).

# PLANNING ADVISORY COMMITTEE

July 9th, 2024

## Draft Minutes

<b>Meeting, Date and Time</b>	A meeting of the Planning Advisory Committee (PAC) was held on Tuesday, July 9 <sup>th</sup> , 2024, in Council Chambers at 181 Coldbrook Village Park Drive.
<b>Attending</b>	In Attendance:
<b>PAC Members</b>	Councillor Martha Armstrong – District 4 Councillor June Granger – District 1 Councillor Dick Killam – District 3 Councillor Kevin Davison – District 8 Councillor Peter Allen – District 9 Kate Friars – Citizen Member Logan Morse – Citizen Member (Arrived at 1:05 p.m.)
<b>Municipal Staff</b>	Laura Mosher – Manager of Planning and Development Peri Bowman – Planner Haley Hutt – Recording Secretary
<b>Regrets</b>	Trish Javorek – Director of Planning and Inspections
<b>Public</b>	1
<b>1. Meeting to Order</b>	Councillor Armstrong, Chair, called the meeting to order at 1:00 p.m.
<b>2. Roll Call</b>	Roll call was taken.
<b>3. Amendments to the Agenda</b>	There were no amendments to the agenda.
<b>4. Approval of the Agenda</b>	<b>On motion of Councillor Allen and Councillor Killam, that the agenda for July 9<sup>th</sup>, 2024, meeting of Planning Advisory Committee be approved as circulated.</b>  The question was called on the motion. <b>Motion carried.</b>
<b>5. Disclosure of Conflict-of-Interest</b>	None
<b>6. Approval of Minutes May 14<sup>th</sup>, 2024</b>	<b>On motion of Councillor Granger and Ms. Friars, that the Minutes of the Planning Advisory Committee meeting held May 14<sup>th</sup>, 2024, be approved as circulated.</b>

The question was called on the motion. **Motion carried.**

**7. Business Arising from the Minutes**

None.

**8. Business**

**a. Planning document Two Year Review and Housekeeping Amendments**

Laura Mosher, Manager of Planning and Development shared a presentation on the last four years of the Planning Documents, as well as some housekeeping amendments to be made.

Questions of Clarification:

Councillor Granger asked for clarification on the UARB process. Staff clarified the process.

Councillor Granger asked if the LUB Map Amendment percentage was higher or lower in comparison to other reviews. Staff did not have the answer but confirmed they would provide it at the next meeting.

Mr. Morse asked how the number of applications compare to other municipalities, staff did not compare but from a high level the numbers seem comparative.

Mr. Morse asked if the number of applications was low. Staff clarified in comparison to the previous documents, applications have evened out.

Ms. Friars asked what would be covered off in the five-year review versus the two-year review. Staff clarified that every five years staff and Council are to determine if a comprehensive review is required. Staff directed the committee back to the staff report and reiterated the several amendments that were recently made to the Municipality's planning documents to facilitate the development of housing within Growth Centre their to residential zones to help address the housing shortage.

Councillor Killam asked for clarification on rezonings outside of the Growth Centres. Staff clarified what restrictions would prevent rezonings outside of the Growth Centres.

Councillor Armstrong asked for clarification on the data received. Staff clarified that the permit numbers reported are for as-of-right development but the planning application numbers were only those that required planning staff to make changes to our documents (rezoning, map amendment or DA).

Councillor Armstrong asked if there was opportunity to change notification and public engagement. Staff clarified that that would fall under a planning policy which is currently under review.

Councillor Armstrong asked for clarification on the map amendments. Staff clarified that the majority of the amendments were to change zoning to permit something new.

**On the motion of Ms. Friars and Mr. Morse that Planning Advisory Committee recommends that Municipal Council receive the results of the four-year review of the Municipal Planning Strategy as set out in the report to Planning Advisory Committee dated July 9, 2024.**

Councillor Killam asked if there would be any opportunity to bring this to the public. The Chair clarified that this motion accepts staffs report for information and that no additional action is being taken.

The question was called on the motion. **Motion carried.**

**On the motion of Councillor Granger and Councillor Davison that the Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing regarding the proposed housekeeping amendments to the text of the Land Use By-law and Municipal Planning Strategy which are substantively the same (save for minor differences in form) as the draft amendments set out in Appendices A and B of the report dated July 9, 2024.**

The question was called on the motion. **Motion carried.**

**9. Other Business**

There was no other business.

**10. Date of Next Meeting**

The next meeting will be held on Tuesday, September 10<sup>th</sup>, 2024, at 1:00 pm.

**11. Public Comments**

There were no comments from the public.

**12. Adjournment**

**There being no further business, on motion of Councillor Granger and Councillor Davison that the meeting adjourn.**

The meeting adjourned at 1:38

Approved:  
Planning Advisory Committee

Month/Day/Year

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO PLANNING ADVISORY COMMITTEE

**Subject:** Appointment to the Port Williams Area Advisory Committee

**From:** Planning and Development Services

**Date:** September 10, 2024

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### **Issue**

The Port Williams Village Commission is requesting the appointment of Village commissioners Kimberly Cogswell and Lewis Benedict to the Port Williams Area Advisory Committee for a one-year term beginning October 1, 2024 and the appointment of citizen members Wade Noiles and Craig Newcombe for a two-year term beginning October 1, 2024.

### **Recommendation**

**The Planning Advisory Committee recommends that Municipal Council appoint Kimberly Cogswell and Lewis Benedict to the Port Williams Area Advisory Committee for a one (1) year-term beginning October 1, 2024 and Wade Noiles and Craig Newcombe for a two-year term beginning October 1, 2024.**

## Municipality of the County of Kings

### Report to the Planning Advisory Committee

Application to discharge an existing Development Agreement at 1386 Lockhart Mountain Road, Coldbrook (PID 55468383) and to amend the text of the Land Use By-Law to add 'existing uses' as a permitted use under the Comprehensive Neighbourhood Development (R5) Zone.

(File #24-05)

September 10, 2024

Prepared by: Planning and Development Services

<b>Applicant</b>	Paula Newcombe
<b>Land Owner</b>	Sonia Porter-Newcombe
<b>Proposal</b>	Discharge of an existing development agreement and Land Use By-Law text amendment to permit 'existing uses' within the Comprehensive Neighbourhood Development (R5) Zone.
<b>Location</b>	1386 Lockhart Mountain Road (PID 55468383) Coldbrook
<b>Lot Area</b>	83.8 Acres (approximately 34 acres in the R5 Zone)
<b>Designation</b>	Residential and Agricultural
<b>Zone</b>	Residential One and Two (R2) Zone, Residential Mixed Density (R3) Zone, Comprehensive Neighbourhood Development (R5) Zone, Rural Mixed Use (A2) Zone
<b>Surrounding Uses</b>	Residential, Rural residential and Agricultural uses
<b>Neighbour Notification</b>	62 letters were sent to residents within 500 feet of the subject property

#### 1. PROPOSAL

Paula Newcombe, on behalf of Sonia Porter-Newcombe, has applied to discharge a Development Agreement registered on a portion of the subject property, 1386 Lockhart Mountain Road (PID 55468383), Coldbrook and to amend the text of the Land Use By-law to permit 'existing uses' under the Comprehensive Neighbourhood Development (R5) Zone. The proposed text amendment would allow for the existing uses on the land (one unit dwelling and personal horse operation) to be permitted without classifying them as non-conforming uses.

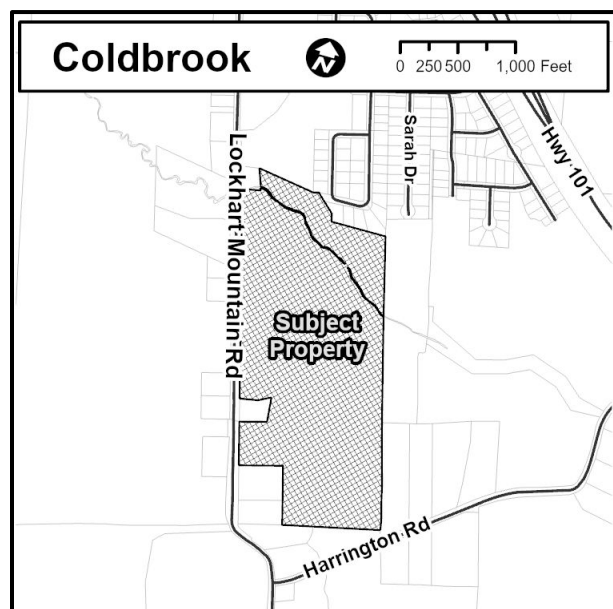


Figure 1: Subject site

## 2. OPTIONS

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

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

## 3. STAFF RECOMMENDATION

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

**The Planning Advisory Committee recommends that Municipal Council give Second Reading for the discharge of the existing Development Agreement as described in Appendix C of the report Dated September 10, 2024.**

**The Planning Advisory Committee recommends that Municipal Council give First Reading to and hold a Public Hearing for the amendment to the text of the Land Use By-Law to permit 'existing uses' within the Comprehensive Neighbourhood Development (R5) Zone as described in Appendix B of the report dated September 10, 2024.**

## 4. BACKGROUND

Two abutting properties, being PID 55468383 (the subject property) and PID 55153431 are both owned by Sonia Porter-Newcombe and, prior to 2004, were one large property of approximately 105 acres in area. Ms. Porter-Newcombe subdivided the property in July of 2004 and created the 83 acre parcel (PID 55468383) on which her residence is located and which is the property that prompted this application. Building permits were secured for a dwelling and a detached garage in the summer of 2004.



Figure 2: Image of the structure over horse arena originally constructed without a permit

As a result of the inspections that are associated with new construction, Municipal Building Inspectors sighted another structure on the subject site, which did not appear to have a valid permit.

At that time the subject property was located in the Residential One and Two Unit (R2) Zone and the Forestry (F1) Zone. The development of a One Unit Dwelling on the site was permitted as-of-right under the R2 Zone.

The PAC report for application 06-16 provides further background around the events which unfolded between the discovery of the dome structure without a valid permit and the application for a development agreement. The 06-16 PAC report can be found in the agenda package from the [June 10, 2008 PAC Meeting](#).

On August 26, 2008 a Development Agreement permitting the use of the land for a personal horse operation was registered with the Kings County Land Registration Office.

On March 5, 2020 By-law 75 was repealed and By-law 106 – Land Use By-Law was introduced. Through this process the site was rezoned to its current zoning which includes the R2, R3, R5 and A2 Zones. The area subject to the Development Agreement is covered by the R2 and R5 Zones, however the portion of the site where the dwelling and the personal horse operation are located is covered by the R5 Zone. The accessway to the dwelling and personal horse operation travels through the area zoned R2.

Ms. Porter-Newcombe would now like to discharge the development agreement to be able to subdivide the land in a manner not currently allowed by the development agreement. The associated proposed text amendment would allow for the retention of the existing dwelling and personal horse operation on the land without classifying them as non-conforming uses, with the potential to require new development agreements in the future.

## **5. SITE INFORMATION**

The site is located on the fringe of the Coldbrook Growth Centre with the southern portion of the site outside of the Growth Centre boundary. The site has an area of 83.8 acres and the property has approximately 2,180 feet of road frontage. Access to the site is from Lockhart Mountain Road.

The site surrounds 1328 Lockhart Mountain Road on three sides, in a horse shoe shape, with road frontage on either side of 1328 Lockhart Mountain Road. The site abuts various residential, agricultural and heavily vegetated sites. Much of the subject site is also heavily vegetated, with the Tupper brook running diagonally through the northern portion of the site. The Kentville Wellfield Overlay also extends into the site from the north east and the boundary of the wellfield overlay cuts directly through the location of the mega dome structure.

Parts of the site are identified as being environmentally sensitive areas due to their slope. The site slopes significantly with an increase in elevation of approximately 100 feet from north to south.

A Nova Scotia Power easement runs through the site from east to west on the Agricultural Designation side of the Coldbrook Growth Centre boundary.



Four different zones have been applied to the site with the R3 zone to the north of Tupper Brook. The R2 zone running Parallel with Lockhart Mountain Road and the R5 taking up the remainder of the land within the growth centre. The land outside of the Coldbrook growth centre is the A2 zone.

While the R5 zone is classified as a Residential Zone and the Future Land Use Map identifies the land as being for residential purposes. There are no as-of-right residential uses permitted on R5 land currently with the intent being that new neighbourhoods are planned at the same time in an organized manner. A text amendment would allow for continued use of a residential property until a development agreement for larger scale neighbourhood development is made and would potentially allow for incorporation of an existing residential use into a larger planned development.

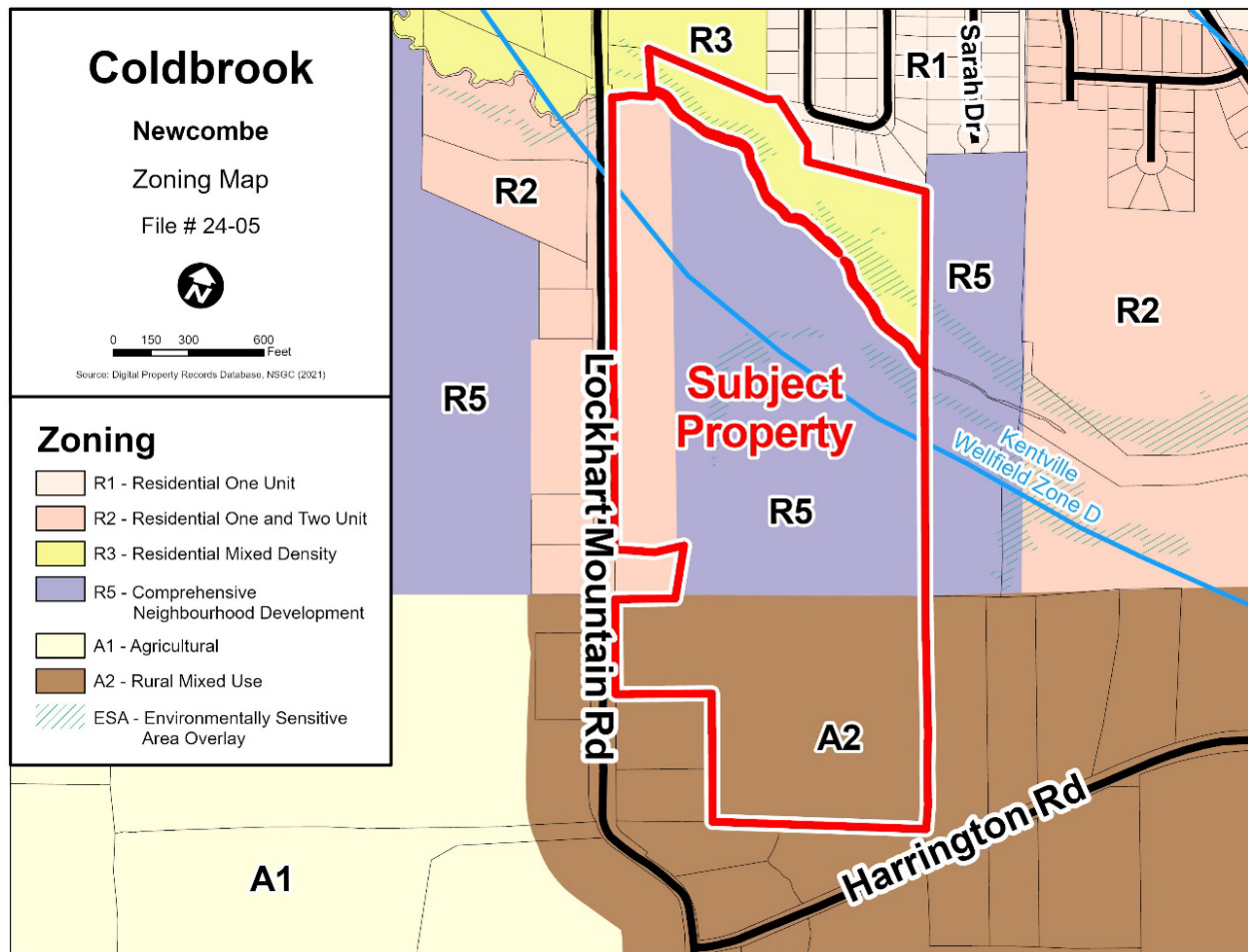


Figure 3: Zoning Maps of the subject site

## 6. PUBLIC CONSULTATION

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting (PIM) was required because the application concerns an amendment to the Land Use By-Law Text. A PIM was held on April 30, 2024, in Council Chambers of the Municipal Building, in Coldbrook. A recording of the slide deck was later uploaded onto the Municipal website after the meeting and has been available for viewing since that time.

A total of 62 property owners within 500 feet of the subject site prompting this amendment were notified of the planning application and the associated meeting via letter in April 2024. An Advertisement was also placed in the April 23, 2024 edition of the Valley Journal Advertiser providing notice of the application and details about the PIM.

The PIM held on April 30, 2024, included presentations on 2 separate applications. The applicant and owner of the site were in attendance, along with 10 other members of the public. A question of clarification was asked but no concerns were raised.

Two emails were received with questions about the application, but no concerns were raised. Two phone messages were received with questions about the application. They raised concern about future development on the site, but no concerns were raised relating to this application.

## **7. POLICY REVIEW**

### **7.1 Development Agreement Discharge**

Ms. Porter-Newcombe has requested that the Council consider the discharge of the 2008 development agreement made between the Municipality and herself enabling the use of the land for a personal horse operation on a portion of the property. Once the development agreement is discharged the land would be subject to the regulations listed for the Comprehensive Neighbourhood Development (R5) Zone in the Land Use By-Law. This application also proposes a Land Use By-Law text amendment to allow the existing uses to continue under the current R5 Zone, once the development agreement has been discharged.

*Council Shall:*

**Policy 5.3.6** Consider proposals to enter into a development agreement, pursuant to Sections 225 through 230 inclusive of the *Municipal Government Act* on the terms and conditions set forth in this Municipal Planning Strategy, and a development agreement shall:

- c. set terms by which Municipal Council may terminate and discharge an agreement.

No specific terms were included in the Development Agreement regarding the termination procedure for this agreement. Therefore, Staff look for direction in the Municipal Government Act.

Section 229.2 of the Municipal Government Act states that ‘a chief administrative officer may discharge a development agreement, in whole or in part, in accordance with the terms of the agreement or with the concurrence of the property owner.

The discharge of this agreement has been requested by the property owner, therefore Council may consider the discharge of the agreement. Should Council discharge the agreement, the permissions and requirements of the Residential One and Two Unit (R2) Zone and Comprehensive Neighbourhood Development (R5) Zone will apply to the land. The applicant has also applied for a simultaneous Land Use-By-Law Text Amendment to allow for the continued use of the land without classifying the uses as non-conforming uses, with the potential to require additional development agreements again in the future.

## **7.2 Enabling Policy**

Policy 5.3.2 of the Municipal Planning Strategy enables this amendment. It allows Council to consider amendments to the text of the Land Use By-Law. It states that,

*Council shall:*

**Policy 5.3.2** amend the text of the Land Use By-Law provided the proposal meets the general criteria for amending the Land Use By-Law set in Section 5.3 Development Agreements and Amending the Land Use By-Law.

Policy 5.3.2 further directs to policy 5.3.7 General Criteria to Consider for all Development Agreements and Land Use By-Law Amendments.

*Council shall:*

**Policy 5.3.7** be satisfied that a proposal to amend the Land Use By-Law or to enter into a Development Agreement:

- a. Is consistent with the intent of his Municipal Planning Strategy, including the Vision statement, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan.

The intent of the Municipal Planning Strategy (MPS) with regard to the Comprehensive Neighbourhood Development (R5) Zone states as follows:

*Council shall*

**Policy 3.1.2** establish the following Residential Zones in the Land Use By-Law:

- d. Comprehensive Neighbourhood Development (R5): lands located in this zone are intended for integrated and comprehensive planning on new large-scale neighbourhoods by development agreement. Additional policies related to this zone are listed in policies 3.1.13 through 3.1.15

Policy 3.1.12 relates to uses allowed within the R5 Zone.

*Council shall*

**Policy 3.1.12** permit within the Comprehensive Neighbourhood Development (R5) Zone a limited amount of as-of-right development that is not expected to prevent future comprehensive development including, but not limited to, forestry uses, agriculture and the limited expansion of existing uses;

The proposed amendment would apply to all lots within the Comprehensive Neighbourhood Development (R5) Zone.

The R5 zone was introduced through the adoption of By-Law 105 (Municipal Planning Strategy 2020) and By-Law 106 (Land Use By-Law). The zone was generally applied to large areas of heavily vegetated land (there are a few exceptions) which would be ideal for future development. There are a small number of existing uses on R5 properties across the Municipality. There are approximately 10 dwellings, some associated with existing agricultural uses, a personal horse operation and a school located on the R5 land throughout the Municipality, with the exception of the Steeple View Drive Development in Port Williams which was developed through a development agreement. The R5 zone already allows for existing Agricultural Uses and Forestry uses. The text amendment proposes to allow all other existing uses as-of-right on all properties in the R5 zone, which in this instance would be the existing dwellings, one personal horse operation and the school. Allowing the existing uses as-of-right would not allow for the proliferation of those uses (i.e. additional dwellings on the land) or any new uses. The amendment would only allow for some expansion of those existing uses (i.e. an addition to a dwelling), in accordance with the regulations of the Land Use By-Law. It is Staff's opinion that permitting the existing uses as-of-right would not ultimately reduce the R5 lands ability to accommodate comprehensive development in the future.

The vision statement for settlement within the Municipality as described in Section 1.1 of the Municipal Planning Strategy indicates a priority to concentrate new commercial and residential development within Growth Centre boundaries, while encouraging efficient service and infrastructure delivery to a diverse range of housing. The goal relating to Growth Centres as set out in Section 2.1 of the Municipal Planning Strategy is to "provide vibrant, complete communities in Growth Centres with municipal servicing, economic development, a high quality of life and distinct character". Objectives in Section 2.1 include "To provide a wide range of urban development and business opportunities supported by cost-effective municipal services; To protect agricultural land and rural character by directing development to clearly defined growth centres".

Policy 2.1.7 states that:

*Council Shall:*

**Policy 2.1.7** permit in each Growth Centre a range of land uses that may include existing agricultural, residential, commercial, and industrial uses.

Both Policy 3.1.12 and Policy 2.1.7 indicate that, existing uses and a certain degree of expansion may be permitted as-of-right with the condition that as-of-right uses should not impact the lands future ability to be comprehensively developed. Staff are of the opinion that the proposed text amendment will not undermine the intent or ability of the zone to perform its function to allow for comprehensively designed and development neighbourhoods within the Growth Centres of the Municipality given the 12 existing uses not already permitted as-of-right are spread across 1953.33 acres of the land.

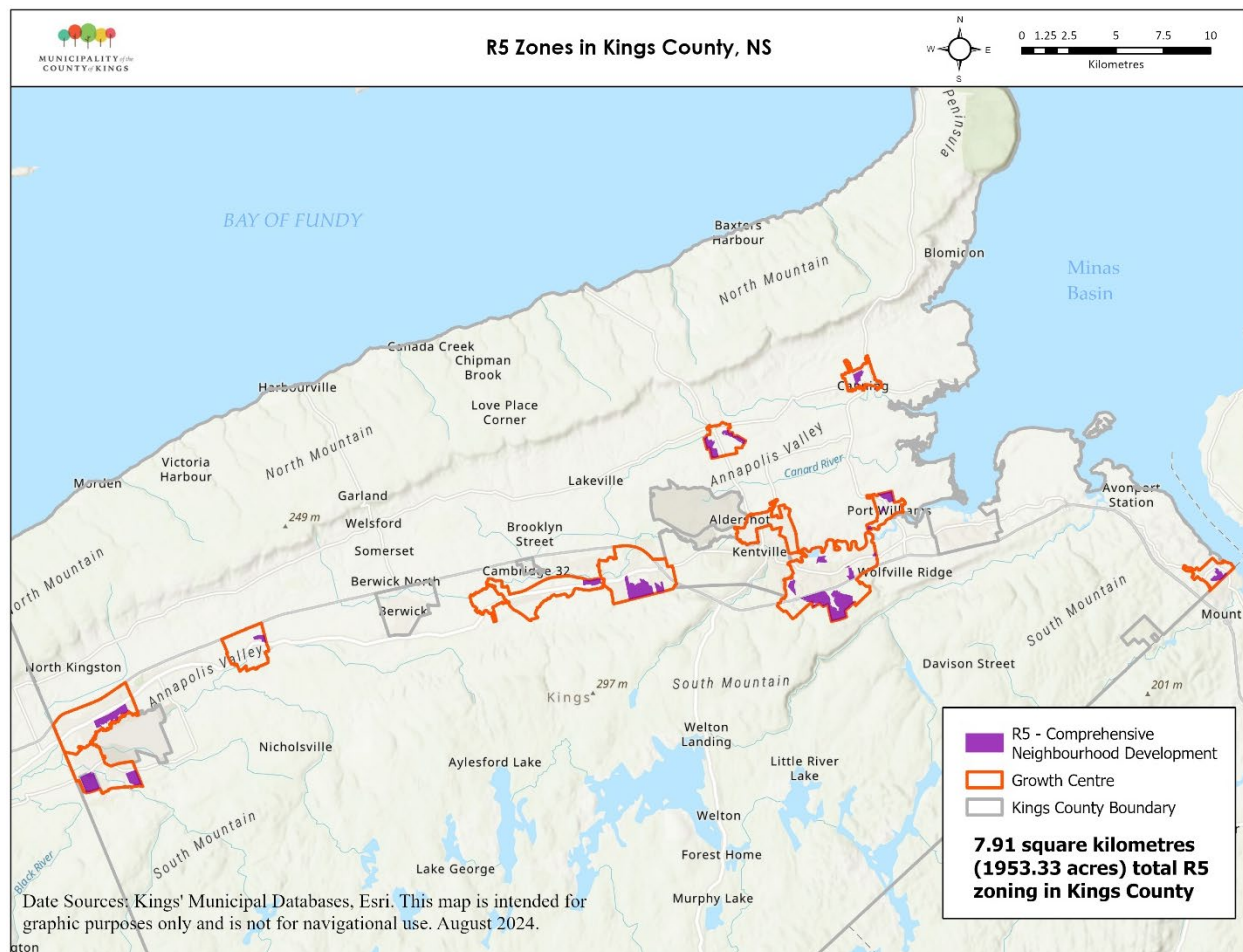


Figure 4: Map of R5 Zoning within the County

The visions, goal and objectives for the Growth Centres of the Municipality indicate an overall intention for these areas are to have a wide range of urban development and business opportunities for economic development, which can efficiently connect to Municipal services and infrastructure and contribute to the vibrant character of the communities. Based on the strategic selection of where the R5 zone was applied there are limited existing uses which are not as-of-right. Staff are of the opinion that the existing uses contribute to the landscape of thriving communities the Municipal Planning Strategy seeks to achieve, while also allowing flexibility in relation to future development on the land.

#### Section 4 – Secondary Plans

As the proposed text amendment will apply to all land zoned R5 across the Municipality no one secondary plan applies specifically. Six of the eleven Growth Centres are subject to secondary plans. The secondary plans focus on new development and larger scale goals for improving and managing their community and recreation assets, stormwater, water supply, agriculture, transport, floodplains, services and infrastructure.

Staff are of the opinion that the proposed text amendment would not conflict with the policies set out in the Secondary Plans for Centreville, Coldbrook, Greenwood, Kingston, New Minas and Port Williams.

*Council shall*

**Policy 5.3.7** be satisfied that a proposal to amend the Land Use By-Law or to enter into a Development Agreement:

- b. Is not in conflict with any Municipal or Provincial programs, By-laws or regulations in effect in the Municipality.

The proposed amendment is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.

- c. Is not premature or inappropriate due to:
  - i. The Municipal or village costs related to the proposal.

Staff do not expect the proposed text amendment to have any financial impact on the Municipality or Villages.

The additional criteria listed within this policy are site-specific and more relevant to specific development/land use by-law map amendment applications and do not apply to this text amendment. A review of this policy is contained within Appendix A to this report.

## **8. CONCLUSION**

Staff have assessed this request for a text amendment to the Land Use By-Law and to discharge a development agreement against the vision, goals, objectives and policies of the MPS and have determined the proposed text amendment and discharge are consistent with the policies of the MPS. As a result, Staff are making a positive recommendation to the Planning Advisory Committee.

## **9. APPENDIXES**

**Appendix A – Section 5.3.7 General Criteria to consider for all Development Agreements and Land Use By-law Amendments**

**Appendix B – Proposed Land Use By-Law Text Amendment (By-Law 106)**

**Appendix C – Development Agreement**

## Appendix A - Section 5.3.7 General Criteria to consider for all Development Agreements and Land Use By-law Amendments

### Policy 5.3.7

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

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

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposed land use by-law text amendment is consistent with the intent of the Municipal Planning Strategy, and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposed text amendment is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
<i>c. that the proposal is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	No new land uses are proposed.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	N/A as this is a text amendment
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	N/A as this is a text amendment
<i>v. the adequacy of fire protection services and equipment;</i>	N/A as this is a text amendment
<i>vi. the adequacy of sewer and water services;</i>	N/A as this is a text amendment
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	N/A as this is a text amendment
<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	N/A as this is a text amendment
<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	N/A as this is a text amendment

<i>x. negative impacts on lake water quality or nearby wetlands;</i>	N/A as this is a text amendment
<i>xi. negative impacts on neighbouring farm operations;</i>	N/A as this is a text amendment
<i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i>	N/A as this is a text amendment



**Appendix B – 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 BYLAW**

**Land Use Bylaw Text Amendment to permit existing uses as-of-right within the Comprehensive Neighbourhood Development (R5) Zone.**

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

1. Amend section 4.7.2.1 of the Land Use By-Law, Permitted Uses within the Comprehensive Neighbourhood Development (R5) Zone, by deleting section 4.7.2.1 and replacing with:

**4.7.2.1 Permitted Uses**

The following uses shall be permitted in the Comprehensive Neighbourhood Development (R5) Zone subject to all applicable requirements of the By-Law, Including Section 14 – General Regulations.

PERMITTED USES	SPECIAL CONDITIONS
Agricultural Uses – Existing	Subject to the setback requirements of the Agricultural (A1) Zone
Forestry Uses	
Existing Uses <sup>1</sup>	

<sup>1</sup> Amended to add Existing Uses, [date], File 24-05

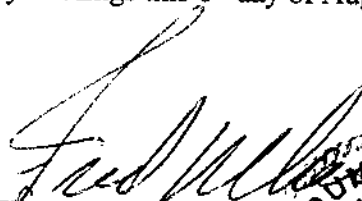



MUNICIPALITY OF THE COUNTY OF KINGS

**“BE IT RESOLVED** that the Municipality of the County of Kings enter into the attached Development Agreement with Sonia Sylvia Porter to permit the expansion of a personal horse operation located at 1386 and 1490 Lockhart Mountain Road pursuant to Policy 2.7.1 Urban Non-Conforming Uses, of Bylaw 56, the Municipal Planning Strategy.

THIS IS TO CERTIFY that the foregoing Agreement was considered and passed by a majority vote of those Councillors present when the vote was taken at the session held on the 5<sup>th</sup> day of August, A.D., 2008 in the Municipal Administration Building, Kentville, Nova Scotia.

GIVEN under the hands of the Warden and Deputy Municipal Clerk and under the corporate seal of the Municipality of the County of Kings this 6<sup>th</sup> day of August 2008.

  
Fred Whalen, Warden

  
William McKenna, Deputy Municipal Clerk



THIS AGREEMENT made this 25<sup>th</sup> day of August, 2008

- BETWEEN:

**SONIA SYLVIA PORTER**, of Coldbrook, Nova Scotia  
(hereinafter called the "DEVELOPER"),

- 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  
Kentville, Kings County, Nova Scotia (hereinafter called the  
"MUNICIPALITY"),

- OF THE SECOND PART

**WHEREAS** the Developer is the owner of certain lands and  
premises (hereinafter called the "Property"), which lands are more particularly described in  
Schedule "A", attached hereto;

**AND WHEREAS** the Developer has requested that the Municipality  
enter into a Development Agreement (hereinafter called the "Agreement") pursuant to the  
provisions of Section 225 of the Municipal Government Act, and Policy 2.7.1 of the Municipal  
Planning Strategy so that the Developer may develop and use the Property in a manner which is not  
presently provided for within the Land Use Bylaw generally applicable to the particular zone in  
which the Property is located;

**AND WHEREAS** the Developer's proposed use of the Property is  
intended for a personal horse operation.

**THEREFORE**, in consideration of the covenants, promises and agreements contained herein, the  
parties hereto agree as follows:

## **Part 1 Agreement Context**

### **1.1 Schedules**

The following attached schedules shall form a part of this Agreement:

Schedule "A" - Legal Description of Properties  
Schedule "B" - Site Plan

### **1.2 Municipal Planning Strategy and Land Use Bylaw**

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August  
6, 1992, as amended.

- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on September 5<sup>th</sup>, 1995, as amended.

### **1.3 Definitions**

Unless otherwise defined, 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 Envelope* means a portion of the property that shall conform to the detailed site plan in Schedule B.
- (b) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (c) *Personal Horse Operation* means buildings and outdoor area used to shelter, raise, feed and ride horses for the private use of the owner of the property, and includes the barns, mega dome, stables, storage areas, paddock and grazing fields.
- (d) *Mega Dome* means a building constructed on the subject property for the purposes of storage and the private horse operation, which may include a riding ring.
- (e) *Paddock* means an area enclosed by fences used for horse riding.

## **Part 2 Development Requirements**

### **2.1 Uses in Development Envelope**

The use of the Development Envelope shall be limited to:

- (a) Personal Horse Operation;
- (b) Existing One or Two Unit Dwelling;
- (c) All uses permitted in the R2 Zone provided they meet the terms of the Land Use Bylaw as amended from time to time; and
- (d) The riding and grazing of horses associated with the Private Horse Operation.

### **2.2 Uses of Property**

The use of the Property shall be limited to:

- (a) The riding and grazing of horses associated with the Private Horse Operation.
- (b) All uses permitted in the R2 Zone provided they meet the terms of the Land Use Bylaw as amended from time to time.

### **2.3 Development Envelope**

The uses within the Development Envelope shall conform to Schedule B.

## **2.4 Subdivision**

The area within the Development Envelope may be subdivided from the property into a single separate lot subject to the requirements of the Subdivision Bylaw, but shall not be subdivided or consolidated in any other way.

## **2.5 Horse Operation**

- (a) The existing Barn, Mega Dome and Paddock shall be located as shown on the Site Plan. The Barn, Mega Dome and Paddock may be reduced in area but may not be enlarged.
- (b) The existing Barn, Mega Dome and Paddock may be used for any Personal Horse Operation land uses as defined in this Agreement.

## **2.6 Existing One or Two Unit Dwelling**

The Developer may renovate, expand or develop accessory structures to the existing one or two unit house shown on the Site Plan, provided any expansion of the building, accessory structures, or change in use conforms to the requirements for the Residential One and Two Unit (R2) Zone contained in the Land Use Bylaw.

## **2.7 Vehicle Ingress & Egress**

Vehicle ingress and egress to and from the Property shall be across the driveway and small road as shown on the Site Plan and must be approved by the Nova Scotia Department of Transportation and Infrastructure Renewal prior to use.

## **2.8 Driveways**

- (a) The Driveway shall be located as shown on the Site Plan and must be a minimum width of 20 feet and maintained with a stable surface that is treated to prevent the raising of dust or loose particles.

## **2.9 Parking**

The Developer shall allocate and reserve a minimum of 3 parking spaces subject to the following requirements:

- (a) The dimension of the parking spaces shall be a minimum of nine (9) feet by eighteen (18) feet.
- (b) The parking lot and spaces shall be developed within 40 feet of the location shown on the Site Plan.
- (c) The parking lot shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.

## **2.10 Outdoor Storage**

Any outdoor storage shall be located a minimum of 25 feet from the boundary of the Development Envelope shown on the Site Plan.

## **2.11 Exterior Lighting**

Any exterior lighting within the Development Envelope shall not be directed upon streets, or neighbouring properties.

## **2.12 Signs**

All signs must meet the requirements of the Land Use Bylaw applicable for the Residential One and Two Unit (R2) Zone.

## **2.13 Additional Requirements**

Unless otherwise stated, all development and land uses on the property shall conform to the Residential One and Two Unit (R2) Zone requirements contained in the Land Use Bylaw.

## **2.14 Appearance of Property**

The Developer shall at all times maintain the lands within the Development Envelope in a neat and presentable condition including the structures, lawns, landscaping, driveways and parking areas and spaces.

# **Part 3 Implementation of the Agreement**

## **3.1 Application for Development and Building Permits**

- (a) Development of the lands within the Development Envelope or any portion thereof shall require applications for Development Permits and Building Permits.
- (b) The Developer is required to seek and secure a Development Permit and Building Permit for the Mega-dome.
- (c) The Developer must comply with the provisions of the Municipal Building Bylaw, including all requirements for Building Permits and compliance with Orders of Building Inspectors.
- (d) The Developer shall submit to the Development Officer in support of any application for a Development Permit and/or a Building Permit, and also to prove continuing compliance with this Agreement upon the request of the Development Officer:
  - (i) Building plans and specifications, which are acceptable to the Development Officer and the Municipal Building Inspector;
  - (ii) Consent for Building and Access to the property from the Department of Transportation and Infrastructure Renewal;
  - (iii) Approvals and valid permits from the Department of Environment; and

- (iv) Any other information the Development Officer deems necessary to determine whether the development conforms with the requirements of this Agreement.

### **3.2 Issuance of Development and Building Permits**

- (a) The Development Officer shall not issue Development Permit(s) for the use of the lands within the Development Envelope and for any construction relating to this Agreement unless such development complies with the terms of this Agreement.
- (b) The decision of the Development Officer as to whether a development meets the terms of this Agreement shall be conclusive.

### **3.3 Site Erosion and Environmental Control**

- (a) During any construction, all exposed soil shall be stabilized immediately so as to effectively control erosion of the soil.
- (b) Adequate measures shall be taken to contain within the site all silt and sediment created during construction.

### **3.4 Commencement of Operation**

No construction or use may be commenced within the Development Envelope until the Municipality has issued any Development Permits, Building Permits and/or occupancy permits that may be required, and the Developer is in complete compliance with this Agreement.

### **3.5 Completion and Expiry Date**

- (a) The Developer shall sign this Agreement within one (1) week of eligibility to execute the Agreement or the unexecuted Agreement shall be null and void.
- (b) The Developer shall apply for a Development Permit/Building Permit for the Development within 1 (one) month of signing this Agreement.
- (c) The Developer shall successfully obtain an occupancy permit for the Mega Dome within 1 (one) year of signing this Agreement.

## **Part 4 Changes and Amendments**

### **4.1 Non-Substantive Amendments to this Agreement**

The Developer shall not vary or change the use of the Property, except as provided for in the Development Agreement, unless a new Development Agreement is entered into with the Municipality or the Development Agreement is amended or discharged.

The Municipality and the Developer agree that all matters in the Development Agreement are substantive matters, which shall not be changed or altered except by amendment to the Development Agreement except as follows. The following matters are not substantive matters and may be changed or altered by policy of Council, and shall not require a Public Hearing:

- (a) Changes to the Site Plan that are necessary to accommodate features that are subject to approval or authorization by other authorities such as, but not limited to, the Nova Scotia Department Transportation and Infrastructure Renewal and the Nova Scotia Department of the Environment.
- (b) Changes to the completion interval specified in section 3.5 (b) of this Agreement.
- (c) Changes to Site Plan required to alter the design and location of the parking lot.

## **Part 5 Compliance**

### **5.1 Subsequent Development**

Any subsequent development not included in this Agreement may only be initiated or carried out upon the entering into of a new or amended Development Agreement with the Municipality.

### **5.2 Compliance with Other Bylaws or Regulations**

Nothing in this agreement shall exempt the Developer or any successor in title from complying with other Bylaws or Regulations in force within the Municipality, including the Building Bylaw, or from obtaining any license, permission, permit authority or approval required hereunder, including any permission required under the Provincial Fire Code, or those of any other authority having jurisdiction.

### **5.3 Observance of the Law**

Subject to the provisions of this Agreement, the Developer shall observe all of the ordinances, bylaws and regulations of the Municipality, Provincial and Federal legislation applicable to the Developer.

### **5.4 Breach of Terms or Conditions**

Upon the breach by the Developer of the terms or conditions of this Agreement, the Municipality may:

- Apply for an injunction or injunction type relief; or
- Prosecute under the Municipal Government Act, Land Use Bylaw or Building Bylaw, and/or Building Code Act;
- Sue for specific performance of any terms or conditions; or
- Sue for breach of contract; or
- Discharge this Agreement; or
- Undertake any remedies permitted by the Municipal Government Act;
- Take no action but by taking no action on any breach or violation shall not bar the Municipality from exercising its rights under the Development Agreement for any other or a subsequent or continuing breach or violation of the same nature; or
- Any combination of the above.

### **5.5 Registration of Agreement**

The Municipality shall record the Development Agreement in the Land Registration Office and/or Registry of Deeds for the County of Kings



## **5.6 Severability of Provisions**

It is agreed that the provisions of this Agreement are severable from one another and that the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.

## **5.7 Interpretations**

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

## **5.8 Ownership and Control**

This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Property until this Agreement is discharged by Council.

Notwithstanding any subdivision approvals granted pursuant to this Agreement or any transfer of any portion of the Property, this Agreement shall continue to apply and bind the Developer, the Property and any portion of the Property and, subject to this Part, the Developer shall continue to be bound by all terms and conditions of this Agreement until discharged by Council.

Upon transfer of title of any portion of the Property, the owner thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the portion of the Property.

## **5.9 Warranties by the Developer**

The Developer warrants as follows:

- (a) The Developer has good title in fee simple to the Lands or good beneficial title subject to a normal financing encumbrance. No other entity has an interest in the Lands that would require their signature on this 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 this Agreement to validly bind the Lands.
- (b) The Developer has taken all steps necessary to, and it has full authority to, enter into this Agreement.

## **5.10 Costs**

The Developer is responsible for all costs associated with this Agreement.

## **5.11 Full Agreement**


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

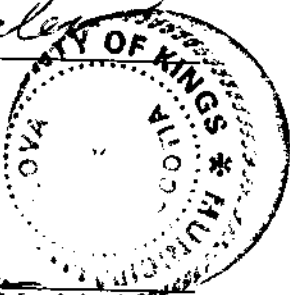
**THIS AGREEMENT** shall enure to the benefit of and be binding upon the parties hereto, their respective agents, successors and assigns.

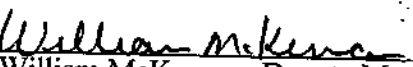
**IN WITNESS WHEREOF** this Agreement was properly executed by the respective parties hereto on the day and year first above written.

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**

  
Fred Whalen, Warden

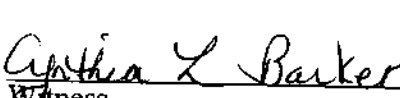


  
William McKenna, Deputy Municipal Clerk

  
Witness

SIGNED, SEALED AND DELIVERED  
In the presence of:

**SONIA SYLVIA PORTER**

  
Witness

  
Sonia Sylvia Porter

## **Schedule "A"**

### **Legal Description of Properties**

ALL that certain lot, piece or parcel of land situate on the south side of Highway No.1 and on the east side of Lockhart Mountain Road at Coldbrook in the County of Kings in the Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a survey marker found at the northwest corner of Lot A (See Plan filed as P - 6016 and see PID 55153423) on the east bound limit of Lockhart Mountain Road;

THENCE North 16 degrees 10 minutes 00 seconds West following the aforesaid east bound limit of Lockhart Mountain Road a distance of 55.33 feet to a point;

THENCE North 14 degrees 44 minutes 00 seconds West continuing along the aforesaid east bound limit of Lockhart Mountain Road a distance of 126.88 feet to a point marking a jog in the road boundary;

THENCE South 75 degrees 16 minutes 16 seconds West a distance of 8.02 feet to a point also on the east bound limit of Lockhart Mountain Road;

THENCE Northerly following the aforesaid east bound limit of Lockhart Mountain Road a calculated distance of 1,448 feet, more or less, to a survey marker found at the southwest corner of Lot 1-97 (see Plan filed at P-11,326A and see PID 55385041);

THENCE North 85 degrees 01 minutes 37 seconds East a distance of 132.00 Feet following the south bound of Lot 1-97 to its southeast corner;

THENCE North 13 degrees 46 minutes 31 seconds West a distance of 300.00 feet following the east bound of Lot 1-97 (lands of Roysons Flooring & Woodworking Limited) to a survey marker found at the northeast corner of Lot 1-97 located on the south bound limit of Highway No. 1;

THENCE easterly a calculated distance of 360 feet, more or less, following the aforesaid south bound limit of Highway No. 1 to a survey marker found at the northwest corner of Lot VCL-1-99A (see Plan filed at P-11949 and see PID 55439293);

THENCE South 14 degrees 58 minutes 00 seconds East a distance of 300.77 Feet following the west bound of said Lot VCL-1-99A to a survey marker found at its southwest corner;

THENCE North 79 degrees 18 minutes 23 seconds East a distance of 149.64 feet following a portion of the south bound of said Lot VCL-1-99A to a survey marker found at the northwest corner of Lot 60 of Pine Wood Estates Subdivision Phase I (see Plan filed at P-6391 and see PID 55151674);

THENCE South 14 degrees 58 minutes 00 seconds East a distance of 673.35 feet following the west bounds of Lot 60, Lot 59, west end of Meghan Drive, Lot 58, Lot 57, Lot 56, Lot 55 and Lot 54 of Pine Wood Estates Subdivision Phase I, or to the northwest corner of Lot 53A of the said Subdivision (see Plan filed at P-11703 and see PID 55434534), being lands of Kelly Martin Affleck and Linda Darlene Affleck;

THENCE South 04 degrees 53 minutes 28 seconds East a distance of 71.76 feet following the west bound of Lot 53A to a survey marker found at its southwest corner;

THENCE South 82 degrees 52 minutes 12 seconds East a distance of 148.47 feet following the south bound of Lot 53A to its southeast corner marking a corner turn in the west bound of Newcombe Boulevard;

THENCE South 69 degrees 15 minutes 30 seconds East a distance of 235.24 feet following the southwest bound limit of Newcombe Boulevard to the northwest corner of an Open Space Lot owned by the Municipality of the County of Kings as part of the development of Pine Wood Estates Subdivision (See PID 55151997);

THENCE South 14 degrees 58 minutes 00 seconds East a distance of 308.00 feet following the west bound of the Open Space Lot to its southwest corner on the north bound limit of Edith Drive;

THENCE South 75 degrees 02 minutes 00 seconds West a distance of 316.00 feet following the north bound limit of Edith Drive and then following the north bound of Lot 33 of Pine Wood Estates Subdivision to the northwest corner of Lot 33, being lands of Sonia Sylvia Porter (see PID 55152300);

THENCE South 14 degrees 58 minutes 00 seconds East a distance of 550.00 feet following the west bound of Lots 33, 32, 31, 30, 29 and 28 of Pine Wood Estates Subdivision, to the southwest corner of said Lot 28 being lands of Jean Guy Dube (see PID 55152219);

THENCE North 81 degrees 40 minutes 10 seconds West a calculated distance of 528.37 feet following the north bound of other lands of Sonia Sylvia Porter (believed to contain 85 acres more or less) or to the northeast corner of aforesaid Lot A as depicted on the Plan filed in the Kings County Registry of Deeds under Plan File P-6016 (PID 55153423);

THENCE South 80 degrees 14 minutes 45 seconds West a distance of 165.78 feet following the north bound of said Lot A to the place of BEGINNING.

CONTAINING an area of Thirty (30) acres, more or less.

BEING AND INTENDED TO BE the northern portion of lands said to contain 150 acres, more or less, as conveyed to Roy F. Newcombe and Sonia S. Newcombe, his wife, as Joint Tenants, by Warranty Deed dated September 29th, 1976 and recorded on that same date in the Kings County Registry of Deeds in Book 407 at Page 123 as Document No. 8129.

AND ALSO BEING AND INTENDED TO BE the northern portion of those lands described as Lot No.1 in a Quit Claim Deed dated January 17th, 1999 and recorded on January 26th, 1999 in the Kings County Registry of Deeds in Book 1174 at Page 198 as Document No. 351 whereby Roy F. Newcombe conveyed to his spouse Sonia Sylvia Porter (formerly Sonia Sylvia Newcombe) his one-half undivided interest in the said lands.

SUBJECT HOWEVER to a Drainage Easement granted by Sonia Sylvia Porter to Municipality of the County of Kings dated October 16th, 2002 and recorded on October 29th, 2002 in the Registry in Book 1351 at Page 663 as Document No. 7973.

THE ABOVE BEING AND INTENDED TO BE Parcel No. 1 conveyed by Sonia Sylvia Porter (formerly known as Sonia Sylvia Newcombe) to Sonia Sylvia Porter by Warranty Deed dated July 12th, 2004 and recorded on July 15th, 2004 in the Kings County Land Information Office in Book 1434 at Page 293 as Document No. 75883679.

SAVING AND EXCEPTING Lot 1 as shown on plan no. 82263204 registered at the Kings County Land Registration Office.

**Parcel #2**

ALL that certain lot, piece or parcel of land situate, lying and being on the east side of Lockhart Mountain Road at Coldbrook in the County of Kings in the Province of Nova Scotia, more particularly bounded and described as follows:

BEGINNING at a survey marker found on the east bound limit of Lockhart Mountain Road marking the southwest corner of Lot A as depicted on a Plan filed in the Kings County Registry of Deeds (hereinafter referred to as the Registry) under Plan File No. P-6016, being lands now or formerly of Joseph Daniel Pierre Cote;

THENCE Easterly a distance of 57.675 meters following the south bound of said Lot A to a survey marker found at its southeast corner;

THENCE Northerly a distance of 57.775 meters following the east bound of said Lot A to a survey marker found at its northeast corner and being on the south bound of other lands of Sonia Sylvia Porter having an area of approximately 30 acres;

THENCE South 81 degrees 40 minutes 10 seconds East a calculated distance of 528.37 feet following the south bound of the aforesaid 30 acre parcel of Sonia Sylvia Porter to a survey marker found at the southwest corner of Lot 28 of Pine Wood Estates Subdivision Phase I, being lands now or formerly of Jean Guy Dube;

THENCE Easterly following the south bound of said Lot 28 until it reaches a northwest corner of Pinewood Avenue;

THENCE Southeasterly following a west bound limit of Pinewood Avenue and then following the west side of Lot 27 of the Subdivision to a point;

THENCE Southerly continuing along the west bound of Lot 27 of the Subdivision to its southwest corner;

THENCE Easterly following the south bounds of Lots 27, 26, 25 and 24 of the Subdivision to a southeast corner of Lot 24 and being on the west bound of lands formerly of William Hiltz, and now or formerly of Gregory Murray Hiltz;

THENCE Southerly following the west bound of said lands now of Gregory Hiltz to the southwest corner of the Hiltz property, being also the northwest corner of lands now or formerly of Ralph J. Sanford and Erdeena Sanford;

THENCE continuing southerly along the west bound of the Sanford lands to the northeast corner of lands of Nova Scotia Farm Loan Board, occupied by Jan Van Der Heide;

THENCE Westerly following the north bound of said lot and also following the north bound of a parcel owned by Hilbrent Van Der Heide et al to its point of intersection with the east bound of Parcel A, lands now or formerly of Robert and Brenda Arenburg;

THENCE Northerly following the said east bound of the Arenburg property to its northeast corner, being also the southeast corner of lands now or formerly of Donald and Joann Urquhart;

THENCE Westerly following the north bound of said lands of Urquhart to its northwest corner on the aforesaid East bound limit of Lockhart Mountain Road;

THENCE Northerly following the various courses of the aforesaid east bound limit of Lockhart Mountain Road and crossing the brook to the place of BEGINNING.

CONTAINING an area estimated to be eighty-five (85) acres, more or less.

THE ABOVE BEING AND INTENDED TO BE the same lands described as Parcel No. 2 in a Warranty Deed granted by Sonia Sylvia Porter (formerly known as Sonia Sylvia Newcombe) to Sonia Sylvia Porter dated July 12, 2004 and recorded on July 15, 2004 in the Kings County Land Registration Office as Document No. 75883679.

#### BURDEN NO. 1

SUBJECT HOWEVER to a Power Line Easement granted to The Avon River Power Company, Limited (now Nova Scotia Power Inc.) by John Henry McInnes et al dated in 1938 and recorded on July 5, 1938 in the Registry in Book 159 at Page 497, running in an east-west direction through the parcel, and having a width of 66 feet. There is no known recorded survey plan of this power line transmission right-of-way. The full text of this 1938 Easement appears in the aforesaid document recorded in Book 159 at Page 497.

#### BURDEN NO. 2

SUBJECT HOWEVER to an additional Power Line Easement granted by the heirs-at-law of J. H. McInnes to The Avon River Power Company Limited (now Nova Scotia Power Inc.) dated in 1951 and recorded on December 17, 1951 in the Registry in Book 181 at Page 8. This second power line easement runs parallel to and contiguous to the south bound of the 1938 power line easement, providing the utility with a total easement width of 132 feet when both Easements are taken into consideration. There is no known survey plan of either of the 66 foot wide easements recorded in the Kings County Land Registration Office. The full text of this 1951 Easement may be ascertained by reference to the document recorded in Book 181 at Page 8.

#### BURDEN NO. 3

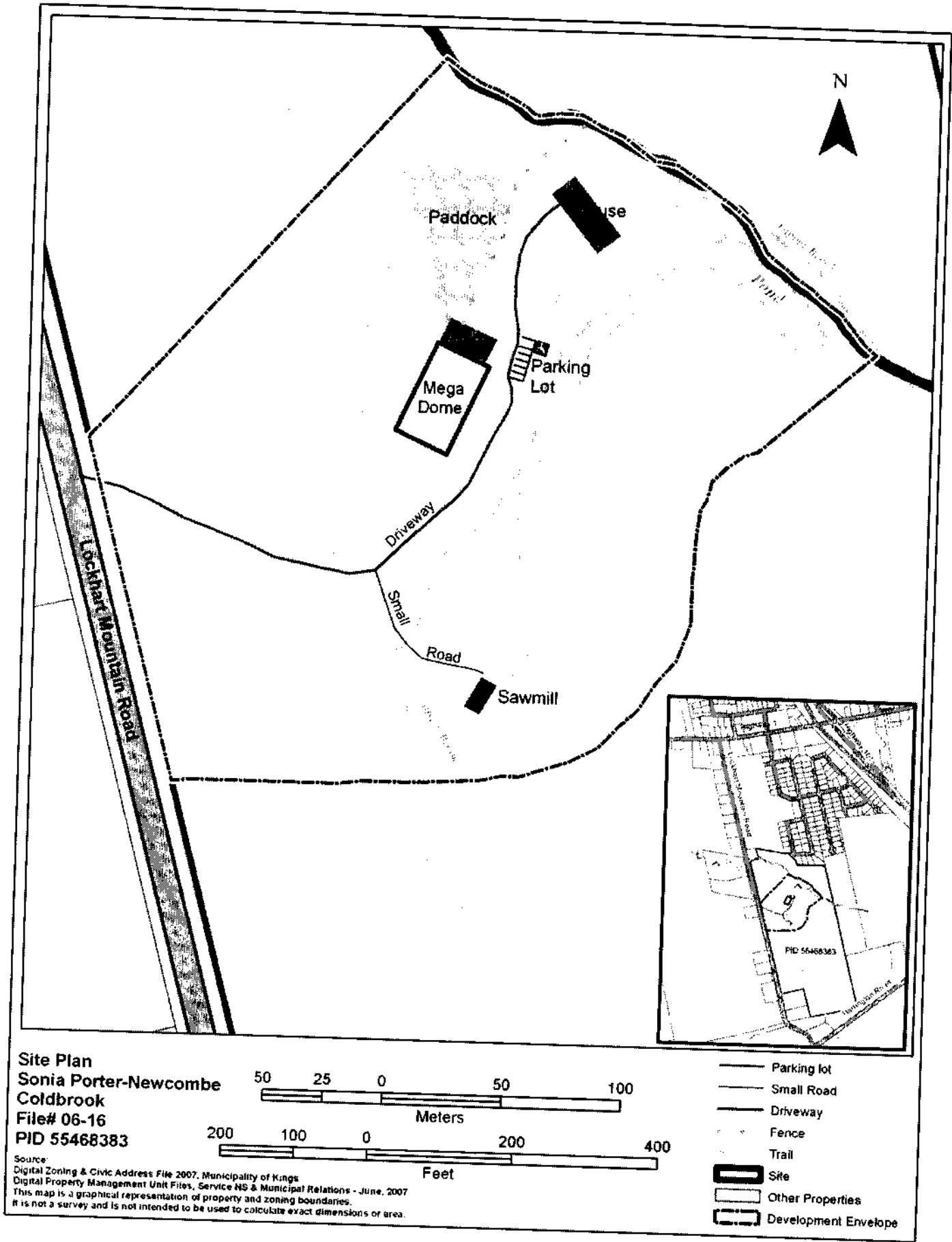
SUBJECT HOWEVER to a Grant of Easement from Sonia S. Porter to Nova Scotia Power Inc. dated August 16, 2003 and recorded on August 28, 2003 in the Kings County Land Registration Office in Book 1397 at Page 980 as Document No. 5732. This Grant of Easement provides for the erection of a power line leading southeasterly from Lockhart Mountain Road and then

turning and running northeasterly to the general area of a residence and barn known as Civic No. 1386 Lockhart Mountain Road. This is a standard Grant of Easement to the power utility to enable a power line to be erected from the main line running north and south along Lockhart Mountain Road to a particular residential development east of the Road. The full text of the Easement may be viewed by reference to the said document recorded in Book 1397 at Page 980.

#### MGA COMPLIANCE STATEMENT

The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because the creation of this parcel (and the adjoining 30 acre more or less parcel to the North also owned by Sonia Sylvia Porter) was exempted pursuant to Subsection 268 (2)(a) of the Municipal Government Act as established by the Affidavit of Sonia Sylvia Porter and in particular Paragraph 5 thereof as contained in the Warranty Deed to Sonia Sylvia Porter recorded on July 15, 2004 as Document No. 75883679.

Schedule 'B' – Site Plan





**AFFIDAVIT OF CLERK, MUNICIPALITY OF THE COUNTY OF KINGS**

I, William McKennan of Kentville, Kings County, Nova Scotia make oath and swear that:

1. I am the Deputy Clerk of the Municipality of the County of Kings (the "Municipality") and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the *Municipal Government Act*, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the *Income Tax Act* (Canada).

SWORN TO at Kentville, in Kings County,  
Nova Scotia, on Aug 8, 2008 (date),  
before me:

Heather J. Lignfoot (signature)  
HEATHER JO LIGNFOOT (name)  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

William McKennan (signature)  
William McKennan, Deputy Clerk

I CERTIFY that on this date William McKennan personally came before me and swore under oath the foregoing Affidavit.

Heather J. Lignfoot (signature)  
HEATHER JO LIGNFOOT (name)  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**INDIVIDUAL AFFIDAVIT OF STATUS: NO SPOUSE**

I, Sonia Sylvia Porter (legal name), of 1386 Lockhart Mtn. Rd. (civic address),  
make oath and swear that:

1. I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I am nineteen years of age or older and am resident in Canada for the purposes of the *Income Tax Act* (Canada).
3. I acknowledge that I executed the attached Instrument under seal on the date of this Affidavit, and this acknowledgment is made pursuant to subsection 31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the *Land Registration Act*, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. For the purpose of this affidavit, "spouse" means an individual who:
  - (a) is married to another individual;
  - (b) is married to another individual by marriage that is voidable and has not been voided by a declaration of nullity;
  - (c) has gone through a form of marriage with an individual, in good faith, that is void and they are cohabitating or have cohabitated within the preceding year; or
  - (d) is a party to a registered domestic-partner declaration made in accordance with section 53 of the *Vital Statistics Act*, R.S.N.S. 1989, c.494, as amended, but does not include an individual who becomes a former domestic partner pursuant to subsection 55(1) of the *Act*.
5. For the purposes of this affidavit, "matrimonial home" means the dwelling and real property occupied by a person and that person's spouse as their family residence and in which either or both of them have a property interest other than a leasehold interest.
6. I am not a spouse at the time of making the disposition or encumbrance in the attached Instrument and, with respect to the property disposed of or encumbered by the attached Instrument, I do not have:
  - (a) a former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act*; nor
  - (b) a former spouse with rights pursuant to the *Matrimonial Property Act*, R.S.N.S. 1989, c.275, as amended.

**SWORN TO** at Pentville (town), )  
in Kings County, Nova Scotia on )  
August 25, 2008 (date), before me: )

Cynthia L. Barker (signature) )  
CYNTHIA L. BARKER (name) )

Sonia Sylvia Porter (signature)  
Sonia Sylvia Porter (name)

A COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA)

I CERTIFY that on this date Sonia Sylvia Porter (name) personally came before me and swore under oath the foregoing Affidavit.

Cynthia L. Barker (signature)

CYNTHIA L. BARKER (name)  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA