



# **PUBLIC HEARING**

**TUESDAY, NOVEMBER 6, 2018**

**1:00 P.M.**

**Council Chambers**

## **AGENDA**

- |  | <u>Page</u> |
|--|-------------|
| 1. Call Meeting to Order   |             |
| 2. Proposed development agreement to permit light commercial uses in the existing building at 2407 Highway #1, Aylesford - File 17-05 (Mark Fredericks)                          | 2           |
| 3. Proposed development agreement to permit the expansion of non-conforming commercial and agri-tourism uses at 11827 Highway #1, Grand Pré - File 18-04 (Will Robinson-Mushkat) | 13          |
| 4. Proposed development agreement to permit the expansion of a non-conforming use at 1751 Melanson Road, Melanson - File 18-08 (Will Robinson-Mushkat)                           | 26          |
| 5. Adjournment   |             |

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**     **Public Hearing – Development Agreement**  
Application for a Development Agreement to permit commercial uses in the former gas station at 2407 Highway 1, Aylesford. (PID 55078299)  
**File: 17-05 (Kendall Atwater, Atwater’s Chimney Cleaning Limited)**

**From:**        Planning and Development Services

**Date:**         November 6, 2017

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### **Background**

Kendall Atwater has applied for a development agreement to permit commercial uses in the building at 2407 Highway 1 in Aylesford. The property is owned by the applicant’s business, Atwater’s Chimney Cleaning Limited. The building is a unique piece of the history in Aylesford; built originally as a gas station and repair garage, the building has also been used for other automotive and construction related uses through the years.

The application and staff report were reviewed by the Planning Advisory Committee on September 11, 2018. At this meeting the PAC forwarded a positive recommendation to Council.

On October 2, 2018 Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

### **Public Hearing**

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

**Appendix A – Draft Development Agreement**

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

BETWEEN:

**ATWATERS CHIMNEY CLEANING LIMITED**, of Aylesford, 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 Kentville, 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 2407 Highway 1, Aylesford and Property Identification (PID) Number 55078299; and

WHEREAS the Property Owner wishes to use the Property for Commercial uses

WHEREAS the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Residential One and Two Unit (R2); and

WHEREAS Section 5.2.3.3 of the Municipal Planning Strategy and Section 5.2.8 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 (add date of motion), approved this Development Agreement;

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

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A	Property Description
Schedule B	Site Plan

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

- (a) *Municipal Planning Strategy* means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) *Land Use Bylaw* means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) *Subdivision Bylaw* means Bylaw 60 of the Municipality, approved on Sept 5, 1995, as amended, or successor bylaws.

### **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) *Craft Product Workshop* means products assembled or made by hand or small custom production processes, generally inside and including but not limited to potters, pewterers, goldsmiths, silversmiths, jewellers, toymakers, leatherworkers, upholsterers, woodworkers, furniture makers, musical instrument makers, clothing designers and makers, shoemakers, antique refinishers, glass or stained glass workers, and caterers.

## **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 Bylaw (as may be amended from time-to-time); and
- (b) the following uses in accordance with the terms of this Agreement
  - Antique Shops
  - Auto Repair

- Art Galleries
- Bakeries
- Business Offices
- Building and Construction Contractors
- Craft Product Workshop
- Equipment Rental
- Light Manufacturing
- Personal Service Shops
- Photography Studios
- Printing Establishments
- Professional Offices
- Retail Stores
- Service Shops
- Warehousing

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 Site Plan**

The uses permitted within this development agreement shall be developed generally in accordance with the Schedule B - Site Plan.

## **2.3 Appearance of Property**

The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state.

## **2.4 Subdivision**

Except as otherwise provided for in this Agreement, the subdivision of the Property shall comply with the requirements of the Subdivision Bylaw, as per the underlying zone requirements, as may be amended from time-to-time.

## **2.5 Access and Egress**

The property owner shall control access to the site along Highway 1 through the installation of curbing barriers or other similar form. One (1) vehicular access point via New Road, and/or one (1) vehicular access point via Highway 1, shall be permitted without an amendment to this Agreement, subject to NS Department of Transportation and Infrastructure Renewal approval. Access improvements and barriers shall be the responsibility of the Property Owner.

## **2.6 Parking**

Parking shall meet the requirements contained in Section 3.4 of the Land Use Bylaw, applicable to the proposed Use. Parking shall generally be contained to the parking area shown on the Site Plan. No parking shall be permitted in the flankage yard. Customer parking shall not be provided in the front yard except

for space that may be required for barrier free parking. Temporary loading/unloading may occur in the front yard.

## **2.7 Signs**

Signage shall be permitted subject to the requirements of the Mixed Use (RC) Zone, as regulated in Section 3.7 of the Land Use Bylaw.

## **2.8 Outdoor Storage and Display**

(a) Outdoor Storage shall be limited to a maximum of 200 square feet, and is required to be located in the rear yard, located behind the building.

(b) Outdoor Commercial Display is limited to a maximum of 200 square feet, and may be permitted in the front yard, located in front of the building.

## **2.9 Screening or buffering**

Uses enabled by this Development Agreement shall be visually screened from existing residential uses behind the building. The side and rear yards located behind the building shall be screened with either:

a) An opaque fence 6 feet in height; or

b) Coniferous trees with a maximum spacing of 10 feet on centre and an initial minimum height of 4 feet, with a capability of growing to a minimum height of 10 feet.

## **2.10 Water Services**

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

## **PART 3 CHANGES AND DISCHARGE**

**3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.1, Use, of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.

**3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.

**3.3** The following matters are substantive matters

- The uses allowed by the development agreement, in section 2.1
- Developments not in accordance with the Site Plan

**3.4** 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.

**3.5** 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 90 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 Property Owner shall install vehicular access barriers along New Road and Highway 1, within 120 days after receiving approval from the Department of Transportation and Infrastructure Renewal.

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

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

SIGNED, SEALED AND ATTESTED to be the proper 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

\_\_\_\_\_  
Peter Mutartt, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

**ATWATERS CHIMNEY CLEANING LIMITED**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Kendall Atwater

## Appendix A Property Description

### Schedule A

#### Parcel Description

Registration County: KINGS COUNTY

Street/Place Name: 2407 HIGHWAY 1 /AYLESFORD

Title of Plan: PLAN OF S/D SHOWING LANDS CONVEYED TO SLYVIA R. VEINOTTE,  
ROBERT AUBREY SLAUENWHITE & THERESA M. FREEMAN TO FORM LOT 1A &  
LOT 2B TRUNK NO. 1 AYLESFORD

Designation of Parcel on Plan: Lot 1A

Registration Number of Plan: 99404320

Registration Date of Plan: 2011-10-26 13:49:02

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

#### Compliance:

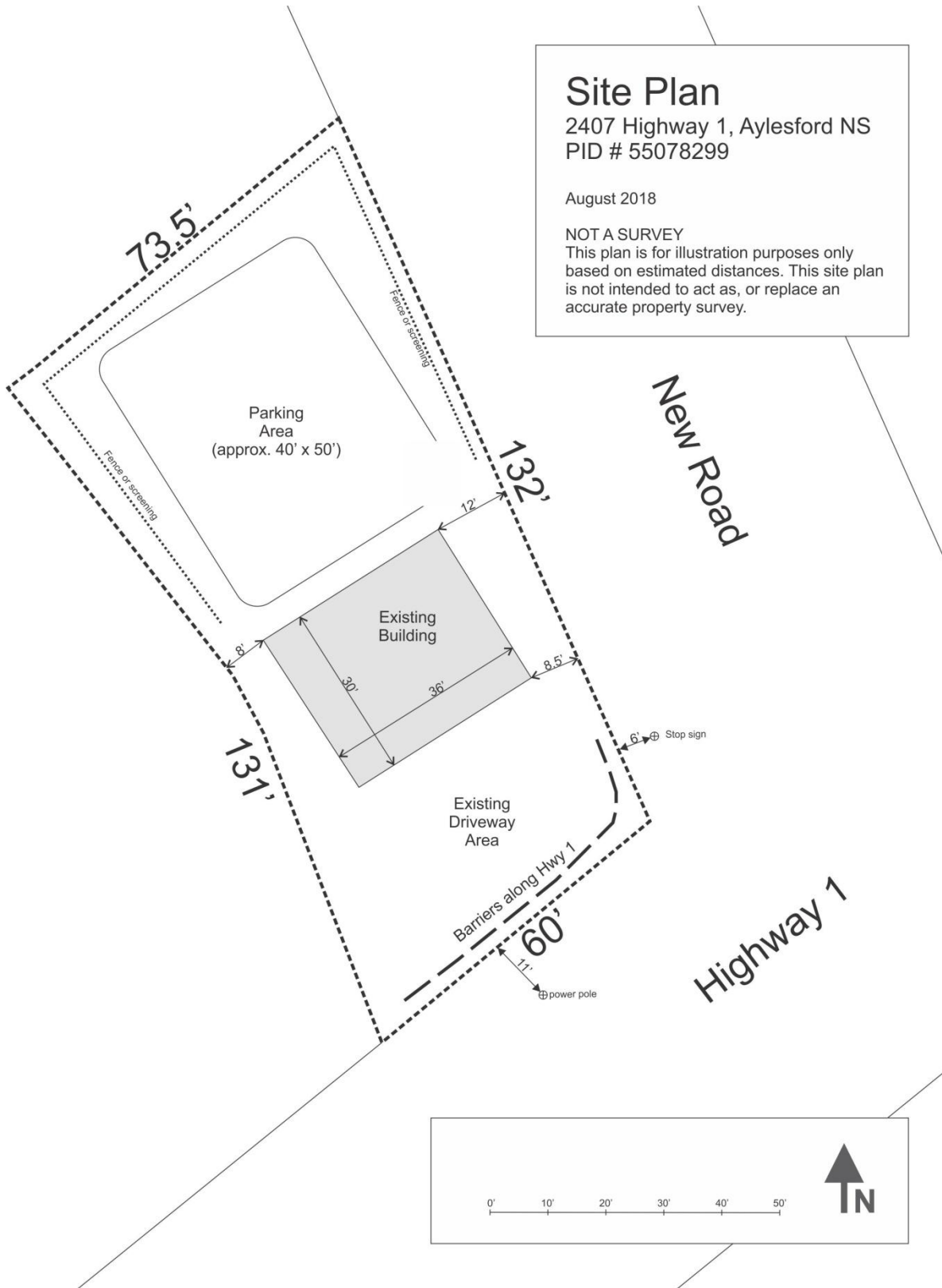
The parcel is created by a subdivision (details below) that has been filed under the Registry Act  
or registered under the Land Registration Act

Registration District: KINGS COUNTY

Registration Year: 2011

Plan or Document Number: 99404320

Appendix B  
Site Plan



# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject: Public Hearing – Development Agreement**  
Application for a development agreement to permit the expansion of non-conforming commercial and agri-tourism uses at 11827 Highway #1 (PIDs 55231658 & 55231641), Grand Pré  
**File: 18-094 (Beverly McClare, Tangled Garden)**

**From:** Planning and Development Services

**Date:** November 6, 2018

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### **Background**

Beverly McClare, Tangled Garden, has applied for a development agreement to permit a the expansion of non-conforming commercial and agri-tourism uses at 11827 Highway #1, Grand Pré, Nova Scotia.

The application and staff report were reviewed by the Planning Advisory Committee on September 11, 2018. At this meeting the PAC forwarded a positive recommendation to Council.

On October 2, 2018 Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

### **Public Hearing**

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

## Appendix A – Proposed Development Agreement

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

BETWEEN:

**Beverly McClare**, of Grand Pré, 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 Kentville, Kings County, Nova Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Numbers 55231658 & 55231641; and

WHEREAS the Property Owner wishes to develop a tearoom, permanent location for special events, accessible washroom facilities for special events, accessible washroom within the building footprint of an existing dwelling, tourist cabin; and

WHEREAS the Property is situated within an area designated Agricultural (A) on the Future Land Use Map of the Municipal Planning Strategy, and zoned Agricultural (A1) on the Zoning Map of the Land Use By-law; and

WHEREAS policies 3.7.10.2 and 3.2.8.2 of the Municipal Planning Strategy and sections 5.2.7 and 5.2.14 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 [DATE ADOPTED], approved this Development Agreement;

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

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A	Property Description
Schedule B	Site Plan

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

- (a) Municipal Planning Strategy means Bylaw 56 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (b) Land Use Bylaw means Bylaw 75 of the Municipality, approved on August 6, 1992, as amended, or successor bylaws.
- (c) Subdivision Bylaw means Bylaw 60 of the Municipality, approved September 5, 1995, as amended, or successor bylaws.

### **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) *Tent* means a covered, open-air building—that can be disassembled—intended for use by the public for events such as weddings and receptions.
- (c) *Special Outdoor Event* means an event which takes place in an outdoor setting, with or without the use of a tent and which is limited to: themed celebration, wedding, festival, or other similar uses.
- (d) *Tea Room* means a location for the preparation and serving of tea, coffee, and other alcoholic and non-alcoholic beverages and the serving, but not preparation, of food such as sandwiches, cookies, scones, and other foods that do not require utensils and/or cutlery for their consumption.
- (e) *Tourist Cabin* means a building which primarily provides fixed roof accommodations for the travelling public and may or may not contain kitchen facilities.
- (f) *Interpretive Area* means an area used for providing tour groups with information respecting of the activities that occur on site.

## **PART 2 DEVELOPMENT REQUIREMENTS**

### **2.1 Use**

The use of the Property shall be limited to:

- (a) Those uses permitted by the underlying zoning in the Land Use Bylaw, as amended from time to time;
- (b) A commercial building with a total floor area no greater than 1,800 square feet containing areas for the production and retail sale of goods. Although permitted to be reconstructed in the event of destruction, the commercial building shall continue to be a non-conforming structure pursuant to the *Municipal Government Act* and the Land Use Bylaw provisions affecting non-conforming structures. In the event of destruction the building will be required to meet Agricultural (A1) Zone setback requirements;
- (c) Tea room with a total floor area no greater than 600 square feet;
- (d) Special outdoor events in the area identified on Schedule B - Site Plan;
- (e) Washroom facilities to be used in conjunction with the special outdoor event site;
- (f) A tourist cabin with a footprint no greater than 40 feet by 40 feet;
- (g) Interpretive area no greater than 500 square feet, located within the existing residence for tour groups; and,
- (h) Agritourism uses and garden tours.

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 Site Plan**

- (a) All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan;
- (b) Any future changes to Schedule B - Site Plan that would result in a change to the access and/or parking configuration must be approved by the Department of Transportation and Infrastructure Renewal or any successor body;
- (c) Schedule B - Site Plan is a graphical illustration only. In the event of the destruction of structures noted on Site Plan it is the responsibility of the Property Owner to prove the location of structures on the property; and,
- (d) Access from Lower Grand Pre Road and Old Post Road as shown on Schedule B – Site Plan are conceptual only and are subject to approval from road authority. The access points may be located in a different location along each frontage without an amendment to this Agreement.

## **2.3 Architecture**

All buildings enabled by this Agreement shall be clad in horizontal or vertical clapboard or equivalent, or wood, masonry, stone, or metal, in any combination and shall generally reflect the roof, door and window style of the existing buildings located on the Property.



## **2.4 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.

## **2.5 Signs**

- (a) Permitted ground signs shall be constructed only of wood and/or metal.
- (b) Internally illuminated signs shall be prohibited.
- (c) The following signs shall be permitted:
  - (i) one facia (wall) sign, per building, with a maximum sign area of 20 square feet; and,
  - (ii) one ground sign with a maximum sign area of 40 square feet and maximum height of 8 feet.
- (d) Signs shall be located at least 5 feet from any property line.
- (e) Signs otherwise permitted in the underlying zone shall be permitted in accordance with the Land Use Bylaw.

## **2.6 Appearance of Property**

The Property Owner shall at all times maintain all structures and services on the Property in good repair and in a useable state and maintain the Property in a neat and presentable condition.

## **2.7 Lighting**

The Property Owner shall ensure that any lights used for illumination of the Property or signs shall be arranged so as to divert light away from streets and neighbouring properties.

## **2.8 Outdoor Storage and Display**

Outdoor storage and display are prohibited except for outdoor storage associated with uses permitted in the underlying zone.

## **2.9 Parking and Loading Areas**

- (a) Parking spaces and loading areas for each use shall be provided in accordance with the requirements of the Land Use Bylaw for the applicable use and shall be located generally in accordance with Schedule B - Site Plan.
- (b) In addition to the spaces provided for pursuant to paragraph 2.9(a), a minimum of 50 parking spaces, inclusive of barrier-free spaces, as required by the National Building Code, shall be provided for the purposes of the area for special outdoor

events. Required spaces shall be provided within the general area designated in accordance with Schedule B - Site Plan.

- (c) Loading areas are accessed from Lower Grand Pre Road, and shall be provided within the general area designated in accordance with Schedule B - Site Plan.

## **2.10 Access and Egress**

The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, to the Municipality before receiving any Development or Building Permits for uses enabled by this Agreement.

## **2.11 Servicing**

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

## **2.12 Erosion and Sedimentation Control**

During any site preparation or construction of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site as required by the Municipal Specifications and according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.

## **2.13 Hours of Operation**

The hours of operation for the special outdoor events use listed in Section 2.1 (d) of this Agreement shall be from 9 am to 9 pm, inclusive, from Sunday to Thursday and from 9 am to 12 am, inclusive, on Friday, Saturday and holidays.

## **PART 3 CHANGES AND DISCHARGE**

3.1 The Property Owner shall not vary or change the use of the Property, from that provided for in Section 2.1 of this Agreement, unless a new Agreement is entered into with the Municipality or this Agreement is amended.

3.2 Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.

3.3 The following matters are substantive matters:

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

underlying zoning on the Property shall not require any amendment to this Agreement

- (c) a subsequent plan of subdivision which involves the severance of land from the subject properties containing a non-conforming use and bound by this Agreement
- 3.4 In the event the tourist cabin is converted into a private residence, the current private residence is not permitted to be occupied as a dwelling or converted into an area accessed by the public, other than the interpretive area permitted by this Agreement. Manufacturing and storage uses are permitted in the converted area.
- 3.5 Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over or adjacent to the Property, registration of the deed reflecting the conveyance shall be conclusive evidence that this Agreement shall be discharged as it relates to the public street, 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.
- 3.5 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a public hearing.

#### **PART 4 IMPLEMENTATION**

##### **4.1 Commencement of Operation**

No construction or use may be commenced on the Property for a use enabled by this Agreement 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 the development, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

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

- (a) The Property Owner shall sign this Agreement within 60 calendar days of 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 Property Owner shall develop the tourist cabin use within ten (10) years of this Agreement being recorded at the Land Registration Office.

#### **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.

## **5.4 Costs**

The Property Owner is responsible for all costs associated with recording this Agreement in the Land Registration Office.

## **5.5 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.

## **5.6 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.

## **5.7 Interpretation**

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

## **5.8 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.

# **PART 6 ACKNOWLEDGEMENT OF FARMING PRACTICES**

The Property Owner acknowledges that the Property is located in an area of active agricultural practices and agricultural processing industries, which may generate traffic, noise, dust, and odors. The Property Owner recognizes the right of surrounding landowners to carry on activities normally associated with farming and related businesses.

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

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

SIGNED, SEALED AND ATTESTED to be the proper 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

\_\_\_\_\_  
Peter Muttart, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED  
In the presence of:

**BEVERLY MCCLARE**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Beverly McClare

**Schedule A**  
**Property Description**  
**Taken from Property Online June 13, 2018**

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

BOUNDED on the North, East and South by Roads, and

ON the West by lands now or formerly belonging to Frank B. Fuller and lands now or formerly belonging to the Lower Horton Cemetery Company, containing five (5) acres, more or less.

SAVING AND EXCEPTING that lot of land conveyed to George Walford recorded at the Kings County Registry of Deeds in Book 604 at Page 356 and more particularly described as follows:

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

COMMENCING at a survey marker set on the western boundary of the Lower Grand Pre Road at a point North 82 degrees 14 minutes 40 seconds West a distance of 792.26 feet from Nova Scotia Control Monument No. 8391;

THENCE South 84 degrees 54 minutes 10 seconds West a distance of 338.02 feet to a survey marker set on the eastern boundary of lands of the Lower Horton Cemetery Company;

THENCE South 04 degrees 13 minutes 00 seconds East a distance of 135.52 feet to a survey marker set on the northern boundary of Highway No. 1;

THENCE in an easterly direction following the northern boundary of the said Highway No. 1 along an arc having a radius of 3,410 feet, a distance of 323.63 feet to a survey marker set at the point of intersection of the northern boundary of Highway No. 1, aforesaid, and the western boundary of the Lower Grand Pre Road, aforesaid;

THENCE along the western boundary of the Lower Grand Pre Road, aforesaid, North 01 degrees 53 minutes 00 seconds East a distance of 136.57 feet to a survey marker set being the point of commencement.

CONTAINING in all an area of 1.03 acres.

BEING AND INTENDED TO BE Parcel I.F.M.-1 as shown on a plan of survey drawn by Valley Surveys Limited dated September 14, 1981, as Plan No. 81-1330, said Plan being on file at the Kings County Registry of Deeds, Kentville, NS as Plan No. P-4818

BEING AND INTENDED TO BE part of those lands conveyed to Ivan Frank Morine and Muriel E. Morine by Deed recorded at the Kings County Registry of Deeds in Book 471 at Page 179.

FURTHER SAVING AND EXCEPTING THEREFROM ALL that certain lot, piece or parcel of land situate, lying and being at or near the District of Grand Pre, County of Kings, Province of Nova Scotia, as shown on Sheet 1 of 1 of the Province of Nova Scotia Department of Transportation plan Mitchell Hill Road from Grand Pre Road Easterly, dated November 5, 1971, latest revision July 10, 1986, and being more particularly bounded and described as follows:

BEGINNING at the point of intersection of the boundary between lands of the Grantor and lands now or formerly of Lower Horton Cemetery with the south-western boundary of the reconstruction of Mitchell Hill Road and 33 feet perpendicularly distant from the center line of reconstruction thereof;

THENCE in a southeasterly direction parallel to said center line, a distance of 410 feet, more or less, to meet the northwestern boundary of Lower Grand Pre Road, so called;

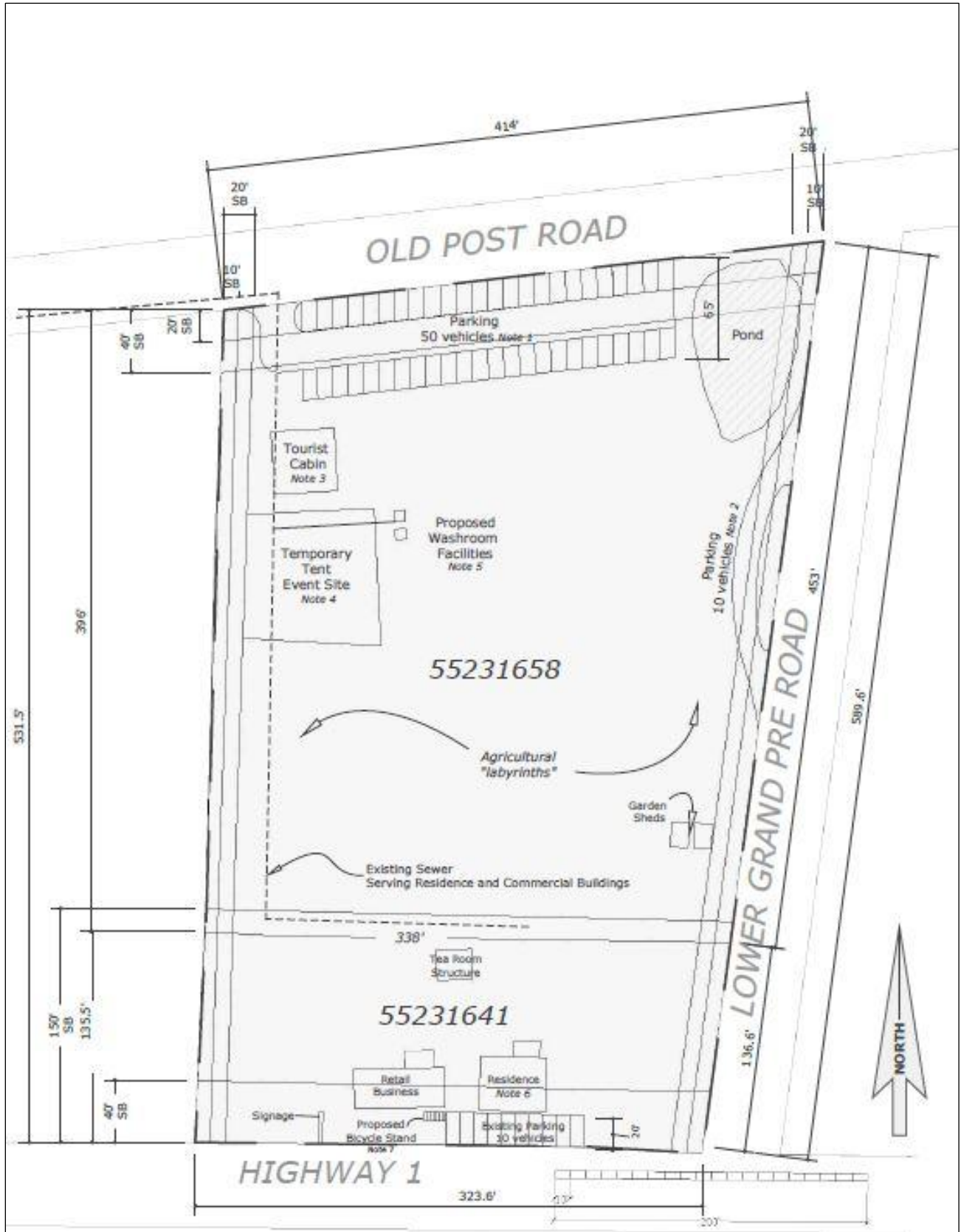
THENCE in a northeasterly direction along the last mentioned road boundary, a distance of 17 feet, more or less, to meet the original southwestern boundary of aforesaid Mitchell Hill Road;

THENCE in a northwesterly direction following the several courses of the last mentioned road boundary, a distance of 415 feet, more or less, to meet the aforesaid boundary between lands of the Grantor and lands now or formerly of the Lower Horton Cemetery, being the point of beginning.

The above parcel of land contains in total 0.08 acre, more or less, and is shown on the aforementioned plan recorded at the Registry of Deeds Office for the County of Kings as plan number P-6519

The description for this parcel originates with a deed dated October 18, 1945, registered in the registration district of Kings County in Book 168 at Page 290 and the subdivision is validated by Section 291 of the Municipal Government Act.

**Schedule B  
Site Plan**





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

I, Janny Postema of Canning, Kings County, Nova Scotia make oath and swear that:

1. I am the 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 \_\_\_\_\_ (date), )  
before me: )  
 )  
 )  
\_\_\_\_\_ (signature) )  
 )  
\_\_\_\_\_ (name) )  
**A BARRISTER/COMMISSIONER OF** )  
**THE SUPREME COURT OF NOVA SCOTIA** )

\_\_\_\_\_  
Janny Postema, Clerk (signature)

**I CERTIFY** that on this date Janny Postema personally came before me and swore under oath the foregoing Affidavit.

\_\_\_\_\_ (signature)

\_\_\_\_\_  
A BARRISTER/COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA

# THE MUNICIPALITY OF THE COUNTY OF KINGS

## REPORT TO MUNICIPAL COUNCIL

**Subject:**     **Public Hearing – Development Agreement**  
Application for a development agreement to permit the expansion of a non-conforming use at 1751 Melanson Road (PID 55219273), Melanson  
**File: 18-08 (Michael Newman, Reid’s Meats)**

**From:**        Planning and Development Services

**Date:**         November 6, 2018

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### **Background**

Michael Newman, on behalf of Kevin Reid of Reid’s Meats, has applied for a development agreement to permit the expansion of a non-conforming use at 1751 Melanson Road, Melanson, Nova Scotia.

The application and staff report were reviewed by the Planning Advisory Committee on September 11, 2018. At this meeting the PAC forwarded a positive recommendation to Council.

On October 2, 2018 Municipal Council gave Initial Consideration to the proposed development agreement and forwarded it on to this Public Hearing. The proposed development agreement is attached as Appendix A.

### **Public Hearing**

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

## APPENDIX A: Draft Development Agreement

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

BETWEEN:

**Kevin Reid**, of Melanson, 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 Kentville, 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 1751 Melanson Road and Property Identification (PID) Number 55219273; and

WHEREAS the Property Owner wishes to use the Property for the purposes of a Retail Store, Agricultural Related Industry, and Dwelling.

WHEREAS the Property is situated within an area designated Natural Environment and Agricultural on the Future Land Use Map of the Municipal Planning Strategy, and zoned Environmental Open Space (O1) and Agricultural (A1); and

WHEREAS 3.7.10.2 and 3.7.10.3 of the Municipal Planning Strategy and 5.2.7 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 (add date of motion), approved this Development Agreement;

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

## **PART 1 AGREEMENT CONTEXT**

### **1.1 Schedules**

The following attached schedules shall form part of this Agreement:

Schedule A      Property Description

Schedule B      Site Plan

### **1.2 Municipal Planning Strategy and Land Use 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 September 5, 1995, as amended, or successor bylaws.

### **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.

## **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 Bylaw (as may be amended from time-to-time);
- (b) a retail store, wholly contained on the ground level of the building, for the purpose of retailing convenience items and agricultural products processed on-site. Although permitted to be reconstructed in the event of destruction, the commercial building shall continue to be a non-conforming structure pursuant to the *Municipal Government Act* and the Land Use Bylaw provisions affecting non-conforming structures;
- (c) an agricultural related industry consisting of such things as meat smoking, drying, preparation, coolers, freezer, processing area, and butchering area; and,
- (d) a single residential unit.

In the event of an accident, the structure is permitted to be reconstructed in a similar size and form.

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 Site Plan**

- (a) All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan;
- (b) Any future changes to Schedule B, Site Plan that would result in a change to the access and/or parking configuration must be approved by the Department of Transportation and Infrastructure Renewal or any successor body; and,
- (c) Schedule B - Site Plan is a graphical illustration only. In the event of the destruction of structures noted on Site Plan it is the responsibility of the Property Owner to prove the location of structures on the property.

## **2.3 Architecture and Construction**

- (a) All building expansions enabled by this Agreement shall be clad in horizontal or vertical clapboard or equivalent, masonry, stone, or metal, in any combination and shall generally reflect the roof, door and window style of the existing buildings located on the Property;
- (b) The building enabled by this agreement shall be constructed on a reinforced concrete slab to match the existing floor elevation; and,
- (c) All walls of buildings enabled by this Agreement shall be constructed of materials that will not be impacted in the event of a flood such as insulated concrete forms, concrete blocks, non-porous wall coverings such as stainless steel, plastic paneling, or materials of an equivalent nature.

## **2.4 Signs**

- (a) Permitted ground signs shall be constructed only of wood and/or metal and shall have a maximum sign area of 100 square feet.
- (b) The following signs shall be permitted:
  - (i) One facia (wall) sign with a maximum sign area of forty (40) square feet; and,
  - (ii) That the sign be lighted only by lights focused on the surface of the sign, and directed away from the street and nearby dwellings.

- (c) Existing internally illuminated signs are only permitted to be operated during business hours and new internally illuminated signs shall be prohibited.
- (d) Signs shall be located at least 5 feet from any property line.
- (e) Signs otherwise permitted in the underlying zone shall be permitted in accordance with the Land Use Bylaw.

## **2.5 Appearance of Property**

The Property Owner shall at all times maintain all structures, driveways, storage areas and services on the Property in good repair and in a useable state. The Property Owner shall maintain the Property in a neat and presentable condition at all times.

## **2.6 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.

## **2.7 Outdoor Storage and Display**

All forms of outdoor storage and display are prohibited except for outdoor storage associated with uses permitted in the underlying zone.

## **2.8 Parking and Loading Areas**

- (a) Parking spaces for each developed use shall be provided in accordance with the requirements of the Land Use Bylaw for the applicable use.
- (b) Regardless of the Land Use Bylaw requirement identified in paragraph 2.8(a), a minimum of six spaces, inclusive of barrier-free spaces, as required by the National Building Code, shall be provided for the retail store use.
- (c) Access and parking areas shall be maintained with a stable surface that is treated to prevent the raising of dust or loose particles.

## **2.9 Access and Egress**

The Property Owner must submit current permits from Nova Scotia Transportation and Infrastructure Renewal, or any successor body, to the Municipality before receiving any Development or Building Permits for uses enabled by this Agreement.

## **2.10 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.

## **2.11 Erosion and Sedimentation Control**

During any site preparation or construction of a structure or parking area, all exposed soil shall be stabilized immediately and all silt and sediment shall be contained within the site as required by the Municipal Specifications and according to the practices outlined in the Department of Environment *Erosion and Sedimentation Control Handbook for Construction*, or any successor documents, so as to effectively control erosion of the soil.

### **PART 3 CHANGES AND DISCHARGE**

**3.1** The Property Owner shall not vary or change the use of the Property, except as provided for in Section 2.1 of this Agreement, unless a new development agreement is entered into with the Municipality or this Agreement is amended.

**3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed by Council without a public hearing.

**3.3** The following matters are substantive matters:

- (a) the uses permitted on the property as listed in Section 2.1 of this Agreement;
- (b) development that would result in any change to Schedule B, Site Plan for uses specifically enabled by this Agreement. Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement; and,
- (c) a subsequent plan of subdivision involving the severance of land from the Subject Property.

**3.4** 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.

**3.5** 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**

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;

## **PART 5 Acknowledgement**

### **5.1 Acknowledgement of Flood Plain Risk**

The property owner acknowledges, by signing this Development Agreement, that the existing building and any additions to the building are located in an identified flood plain and that there is a risk of flooding associated. Further, the Municipality bears no responsibility or liability for any damages to the property or the building caused by flooding.

## **PART 6 COMPLIANCE**

### **6.1 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.

### **6.2 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.

### **6.3 No Further Expansion/Alteration**

The Property Owner agrees as follows:



- (a) The Property Owner agrees there is to be no further expansion and/or external additions to the building located on the property following the completion of construction of the external addition permitted by this Development Agreement.
- (b) The Property Owner agrees that there is to be no further alteration to the topography of the property and that, in the event the topography is altered, the property owner will be required to remediate the topography to its condition at the time this Development Agreement comes into effect.

#### **6.4 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.

#### **6.5 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.

#### **6.6 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.

#### **6.7 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.

#### **6.8 Interpretation**

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

#### **6.9 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.

## **PART 7 ACKNOWLEDGEMENT OF FARMING PRACTICES**

The Property Owner acknowledges that the Property is located in an area of active agricultural practices and agricultural processing industries, which may generate traffic, noise, dust, and odors. The Property Owner recognizes the right of surrounding landowners to carry on activities normally associated with farming and related businesses.

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

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

SIGNED, SEALED AND ATTESTED to be the proper 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**

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Witness

---

Peter Muttart, Mayor

---

Witness

---

Janny Postema, Municipal Clerk

SIGNED, SEALED AND DELIVERED

**KEVIN REID**

In the presence of:

---

Witness

---

Kevin Reid

## **Schedule A**

### **Property Description**

#### **Taken from Property Online August 7, 2018**

ALL THAT certain parcel of land lying, being and situate on the Northwest side of the Melanson Road, in the County of Kings and Province of Nova Scotia, being more particularly described as follows:

COMMENCING at a survey marker placed on the Northwest side of the Melanson Road running between Melanson and Gran Pre marking the intersection of the Northeast corner of an existing right-of-way and the Northwest side of the Melanson Road and marking the place of beginning;

THENCE North 69 degrees 18 minutes West for a distance of 193.3 feet to a survey marker placed near the bank of the Harding Brook;

THENCE North along the east side of the Harding Brook for approximately 265 feet or to the south side of the Gaspereau River;

THENCE East for approximately 250 feet and southeast for approximately 160 feet along the bank of the Gaspereau River to a survey marker placed at the northeast side of the Melanson Road;

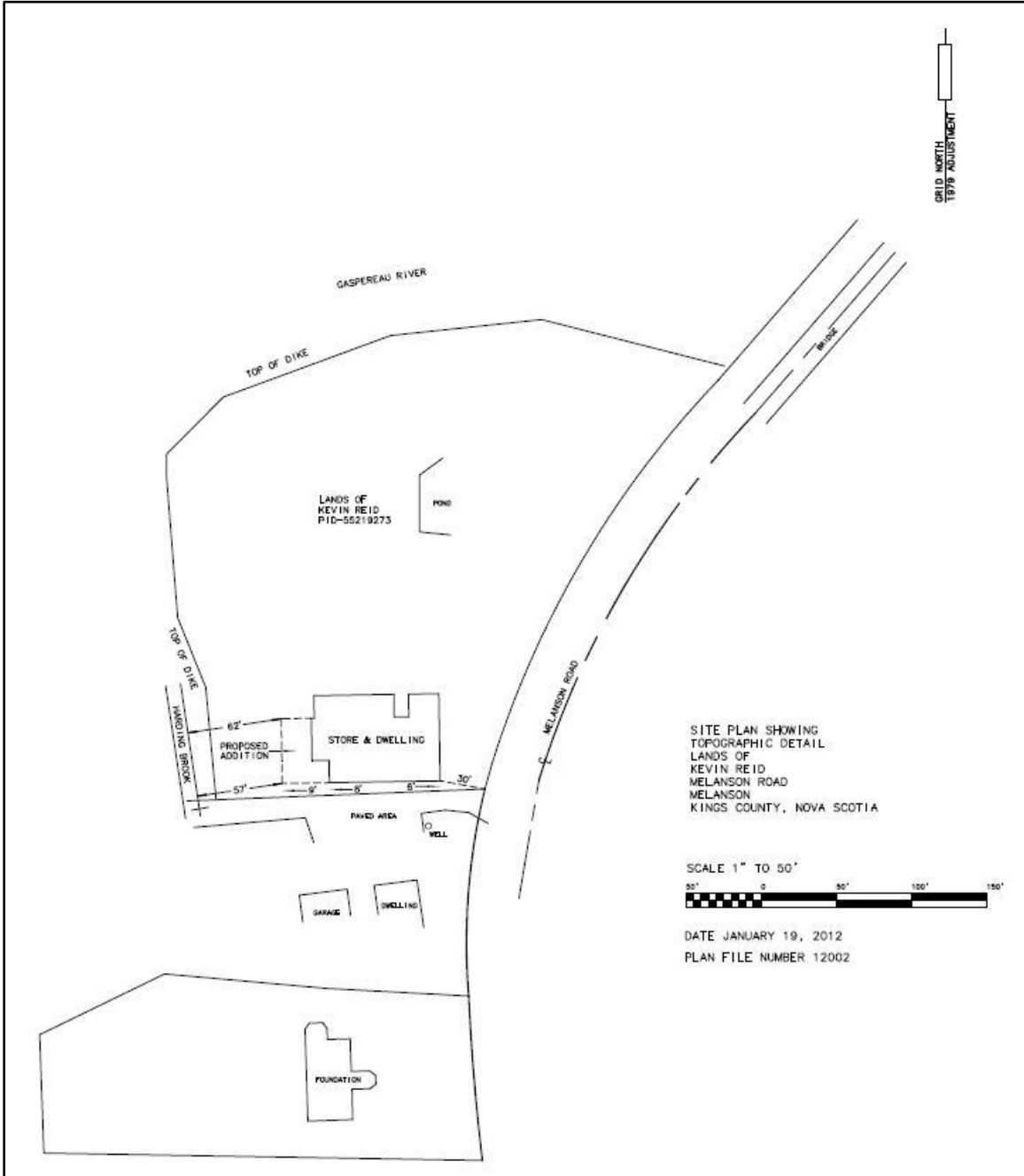
THENCE along the Northwest side of the Melanson Road along the arc of curve having a chord distance of 331.1 feet to a survey marker, marking the place of beginning.

CONTAINING IN AREA 1.9 acres.

BEING AND INTENDED TO BE those lands according to a plan of survey showing Lands of Phyllis G. Church, prepared by H. B. Smith from a survey conducted on January 16, 1979, which plan was filed in the Registry of Deeds for Kings County, February 7, 1979, under number P-3644.

# Schedule B

## Site Plan



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

I, Janny Postema of Canning, Kings County, Nova Scotia make oath and swear that:

1. I am the 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 \_\_\_\_\_ (date), )  
before me: )  
 )  
 ) \_\_\_\_\_ (signature) )  
 ) Janny Postema, Clerk )  
 )  
 ) \_\_\_\_\_ (signature) )  
 )  
 ) \_\_\_\_\_ (name) )  
A BARRISTER/COMMISSIONER OF )  
THE SUPREME COURT OF NOVA SCOTIA )

**I CERTIFY** that on this date Janny Postema personally came before me and swore under oath the foregoing Affidavit.

\_\_\_\_\_ (signature)

\_\_\_\_\_ (name)  
A BARRISTER/COMMISSIONER OF THE  
SUPREME COURT OF NOVA SCOTIA