



Municipality of the County of Kings Report to the Port Williams Area Advisory Committee

APPLICATION TO ENTER INTO A DEVELOPMENT AGREEMENT TO PERMIT A COMPREHENSIVE NEIGHBOURHOOD DEVELOPMENT

(File #22-02)

October 12, 2023

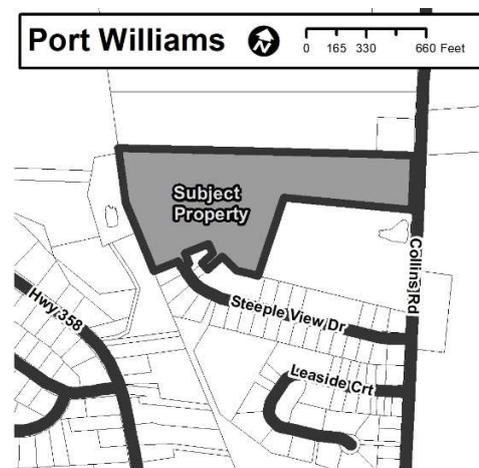
Prepared by: Planning and Development Services

Applicant	Aaron Ewer, Parachute Realty
Land Owner	SAG (PW) Developments Inc.
Proposal	Comprehensive neighbourhood development consisting of up to 156 residential units in a mix of building types
Location	Collins Road (PID 55037139)
Lot Area	28 acres
Designation	Residential
Zone	Comprehensive Neighbourhood Development (R5) Zone Agricultural (A1) Zone Wellfield Protection Overlay B
Surrounding Uses	Primarily low density residential uses and agricultural uses
Neighbour Notification	35 letters sent to property owners within 500 feet of the subject property

1. PROPOSAL

Aaron Ewer, has applied on behalf of SAG (PW) Developments Inc. to enter into a development agreement to permit the development of a comprehensive neighbourhood development on lands located in the northeast portion of the Growth Centre of Port Williams.

The proposal consists of up to 156 residential units contained within three multi-unit dwellings containing 33,33 and 32 units each as well as low density development along public roads and grouped dwellings.



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

- A. Recommend that Planning Advisory Committee recommend that Council approve the development agreement 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 Planning Advisory committee recommend that Council refuse the development agreement as drafted.

2. STAFF RECOMMENDATION

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

The Port Williams Area Advisory Committee recommends that the Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit a comprehensive neighbourhood development on Collins Road (PID 55037139), Port Williams which is substantively the same (save for minor differences in form) as the draft set out in Appendix C of the report dated October 5th, 2023.

3. BACKGROUND

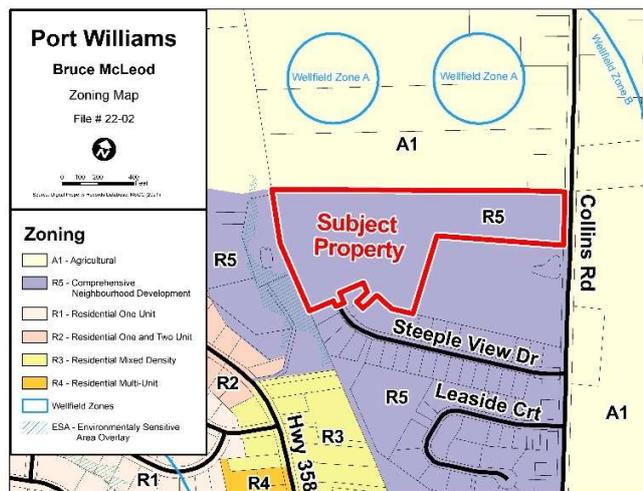
The subject property was acquired by SAG (PW) Developments Inc. in 2018. The purchasers hoped to establish a co-housing initiative for people as they age. Co-housing is an alternative form of housing where housing is owned communally by those that live there. The purchasers required approximately 5 acres in order to develop their proposal. Due to the requirements of the zone, the property has been planned comprehensively to include, in addition to the initial proposal consisting of a 32-unit, 4-storey multi-unit dwelling located near the current end of Steeple View Drive, two additional multi-unit dwellings, a mix of low density dwellings consisting one and two unit dwellings and grouped dwellings which are proposed to be owned as a bare-land condominium. Two new public roads are proposed as well. The development is divided into two phases. The first phase includes the extension of Steeple View Drive northward to the zone boundary between the Comprehensive Neighbourhood Development (R5) Zone and the Agricultural (A1) Zone. At the time of application, Phase 1 included 18 one unit dwellings with 13 of these being within the grouped dwelling format and 5 having frontage on the extension of Steeple View Drive. Phase 2 proposes a public road be developed to connect the end of Steeple View Drive and Collins Road, to the east. This public road would support an additional 11 one unit dwellings and the two other multi-unit dwellings, each consisting of 33 residential units. The proposal initially included a total of 127 residential units.

Through discussions with the applicant, Staff and the applicant have agreed to permit two unit dwellings instead of exclusively providing one unit dwellings on new lots to be created along both public roads and

within the area designated for grouped dwellings. The total number of residential units in low density building types is now proposed to be up to 36 in Phase 1 and 22 in Phase 2. This brings the total number of units in Phase 1 to up to 68 residential units including the multi-unit dwelling and the total number of units permitted in Phase 2 to 88 units. The total number of units proposed for the entire development is now 156 residential units.

4. SITE INFORMATION

The subject property is an irregularly shaped parcel with an approximate lot area of 28 acres that straddles the Growth Centre boundary. Approximately 16 acres is located within the Growth Centre in the Comprehensive Neighbourhood Development (R5) Zone. Access to this portion of the subject property is through connections to Steeple View Drive as well as approximately 300 feet of road frontage along Collins Road. The balance of the property, 12 acres, is located within the Agricultural (A1) Zone and has approximately 150 feet of road frontage along Collins Road.



The proposal is intended to consist of two phases. The first phase includes the extension of Steeple View Drive including the development of the multi-unit dwelling in that area of the subject property as well as the grouped dwellings to the west of the new road and low density dwellings along the extension of Steeple View Drive. Phase 1 occupies approximately 9.25 acres of land. Phase 2 of the proposed development occupies the remaining 7.25 acres of land in the Comprehensive Neighbourhood Development (R5) Zone and is intended to include the development of a new public road extending from Collins Road to the terminus of Steeple View Drive. The applicants have indicated that Phase 2 is not intended to proceed until such time as the Growth Centre boundary is extended northward, providing development rights to the area, thereby making the development of the area to the north of the new public road financially viable.

The lands to the south, forming the development on Steeple View Drive and Leaside Court are subject to a separate development agreement undertaken by another developer. As part of that development agreement, open space contributions were made that exceed the requirements for both the previous development and the current proposal.

Public Information Meeting

Council's Planning Policy PLAN-09-001 requires a Public Information Meeting (PIM) for all new uses which are to be considered by development agreement. A Public Information Meeting was held at the Port Williams Village office on March 30, 2023. There were approximately 25 members of the public in attendance. The following matters were raised at the Public Information Meeting:

- Timing of construction
- Questions regarding the co-housing format and how it differs from a nursing home
- The condition of Collins Road
- Disruption of existing residents on Steeple View Drive due to construction
- Many expressed interest in having the Phase 2 road built in advance of the Phase 1 dwellings so that it could be used for construction vehicles, instead of Steeple View Drive
- General traffic concerns: existing conditions of roads, volume, speed limits
- Thought that density was too high
- Requests for sidewalks

With regard to the condition of Collins Road, as this road is a provincial road, the Municipality does not have jurisdiction over the condition, speed limit or sidewalk. The provincial Department of Public Works recognized that the condition of Collins Road was poor. The road is slated for maintenance paving in the 2023/24 construction season in the Department of Public Works 5 year capital plan. The Department of Public Works did not have any other concerns related to the development. With regard to using the Phase 2 road as access to the site, the applicant has indicated that, as much as possible, they will use the upper driveway for construction vehicles during development. The Municipality is amenable to this provided the applicant acquires the proper permits from the provincial Department of Public Works for a commercial driveway. As Steeple View Drive and Collins Road are both public roads, the Municipality is unable to restrict access on or to these roads based on vehicle type or use.

The presentation by the Planner on the file was recorded and posted on the Municipality's website.

5. POLICY REVIEW

Land Use By-law

In order for Council to be able to consider a development agreement, the *Municipal Government Act* ('MGA') requires that this ability be outlined within the Land Use By-law ('LUB'). Section 4.7.4 of the LUB states that,

Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Comprehensive Neighbourhood (R5) Zone.

- (a) *The development of comprehensive planned neighbourhood developments in accordance with policies 3.1.13 and 3.1.14 of the Municipal Planning Strategy.*

Municipal Planning Strategy

Enabling Policy

The Comprehensive Neighbourhood Development (R5) Zone is generally applied to large properties within the Residential Designation in order to ensure that development is planned in a comprehensive manner that considers the impacts on future development on neighbouring vacant parcels and on existing

properties. It enables Council to consider the overall design of a development that may have otherwise occurred in several uncoordinated phases without oversight over the development of the entire site.

Policy 3.1.13 provides the criteria to be used by Council to assess the appropriateness of the proposed development. Several of the policies relate to the revenue and costs associated with development.

Policies 3.1.13 states,

“Council shall consider only by development agreement proposals for comprehensive planned neighbourhood developments within the Comprehensive Neighbourhood Development (R5) Zone. In evaluating such development agreements, Council shall be satisfied that the proposal:

(a) consists of land uses that are consistent with the intent of the Residential Designation, including but not limited to residential uses, community facilities, recreational facilities and commercial uses intended to serve the neighbourhood;

(b) provides a mix of housing options rather than only one building type;

The proposal consists of three multi-unit dwellings, and low density residential uses. A mix of housing types is provided in the form of one unit dwellings, two unit dwellings, grouped dwellings and multi-unit dwellings. Residential uses are consistent with the uses permitted within the Residential Zones as-of-right.

(c) has an overall minimum density of four (4) units/acre for developments serviced by central sewer and water and similar density for unserviced developments provided the environment can sustainably support the proposed density;

Both water and sewer services are available for this development. Phase 1 has an approximate lot area of 9 acres and between 50 and 68 units are proposed. This results in a residential density between just under 5.5 units per acre and 7.5 units per acre. Phase 2 is proposed to consist of between 77 and 88 residential units on 7 acres of land resulting in a density between 11 and 12.5 units. Full buildout proposes between 127 and 156 residential units on 16 acres of land resulting in a density between 8 and 9.75 units per acre. This is just under the permitted density in the Municipality’s Residential One and Two unit (R1) Zone which permits 10.9 units per acre. The draft development agreement requires that development occur at a minimum density of 4 units per acre. The draft development agreement outlines permissions for development linked to existing zones within the LUB, meaning that low density development could occur at densities consistent with the Residential One and Two Unit (R2) Zone and that multi-unit dwellings are limited to 40 units and subject to the requirements of the Residential Multi-Unit (R4) Zone.

(d) has a neutral or positive long-term impact on municipal finances, as shown by a fiscal impact analysis, or the community or environmental benefits outweigh the costs;

Staff consulted with the Manager of Revenue to gain an understanding of the financial benefits of the proposal. It is estimated that Phase 1 would generate between \$116,000 and \$120,000 per year in tax revenue for the Municipality and between \$60,000 and \$64,000 per year in combined tax and sewer revenue for the Village. Phase 2 is estimated to generate between \$141,000 and \$150,000 annually in tax

revenue for the Municipality and between \$70,000 and \$76,000 annually in combined tax and sewer revenue for the Village. The annual financial benefit, at full buildout, for the Municipality would be between \$257,000 and \$270,000 per year. At full build out, the Village could expect to see between \$130,000 and \$140,000 per year in combined tax and sewer revenue. For clarity, the draft development agreement permits low density housing to be developed as either a one unit or two unit dwelling. The lower estimates represent estimates based on these lots all being developed with one unit dwellings and the higher estimate represents development of two unit dwellings on all proposed lots.

With regard to costs to the Municipality associated with this development, where water and sewer infrastructure is owned and operated by the Village, the only ongoing costs for the Municipality are the costs associated with maintaining the road infrastructure. The average cost of maintaining road infrastructure on the basis of existing costs is approximately \$30 per metre of road. The proposed development includes approximately 580 metres of new road infrastructure resulting in an annual maintenance cost of \$17,400.

On this basis, Staff are satisfied that the development will have a positive impact on Municipal finances.

(e) includes appropriate phasing to ensure orderly development that minimizes the creation of vacant parcels of land between the existing developed lands and the proposed site;

The proposal consists of two phases. The first phase represents the extension of an existing road (Steeple View Drive) and the second phase represents the connection between the end of Steeple View Drive and Collins Road. This preferred approach does not create vacant intervening parcels between existing development on Steeple View Drive and new development. The alternative approach would see the road associated with Phase 2 being developed first, however, this would lead to the creation of vacant lands between two developed areas, namely the lands associated with Phase 1. The approach proposed by applicants is more appropriate.

(f) results in public infrastructure that is efficient to service and maintain;

The proposed development connects to existing water and sewer infrastructure. The densities associated with the development are at a level where new water and sewer infrastructure will be efficient to service and maintain. There is no reason to believe that, given the proposed residential densities that, this portion of the system would be designed in such a way as to be inefficient to service since the total number of possible ratepayers is limited.

(g) encourages active transportation by providing sufficient sidewalks, pathways and/or trails consistent with the transportation infrastructure policies contained in section 2.3, Infrastructure;

A sidewalk is not currently provided on either side of Steeple View Drive or on Collins Road.

New sidewalks are typically provided when new roads are built, or are installed at a later date by the jurisdiction having authority or the Village of Port Williams in this circumstance. Where a new sidewalk would not provide additional connectivity within the Growth Centre since the immediate vicinity does not have any sidewalks, the Municipality is not requiring the installation of a new sidewalk on new roads within this development. A walking path within this development is proposed and the applicant is

required in the draft development agreement to connect this path to an existing walking path network within the Village.

(h) minimizes environmental impact by protecting sensitive natural features and incorporating low-impact approaches for managing storm water;

Staff are not aware of any sensitive features on the subject property. The draft development agreement requires the submission of a drainage plan as part of the application for subdivision and low impact approaches are required to be incorporated.

(i) provides a minimum 100-foot-wide vegetated buffer within Comprehensive Neighbourhood Development (R5) Zones adjacent to the Agricultural (A1) Zone. This buffer area must be entirely contained within the development and may be used for park, recreation and service utility purposes, but must not contain buildings for any other use. The width of the buffer area may be reduced where natural or built features, including but not limited to a ravine, watercourse or road create a buffer with the Agricultural (A1) Zone;

The northern portion of the subject property is located within the Agricultural (A1) Zone. Lands beyond the subject property, within the Agricultural (A1) Zone are owned by the Village of Port Williams and are the location for two of the wells used to provide drinking water to Village residents. As a result of this condition, a 100 foot buffer is provided along the northern zone boundary line that separates the lands within the Comprehensive Neighbourhood Development (R5) Zone and the Agricultural (A1) Zone but there is no requirement for this area to be vegetated. This is, in part, because the road associated with Phase 2 of the development is proposed to be located within this buffer area. Staff are comfortable with this approach, since the policy contemplates a road being located within this buffer area. Further, since the property to the north of the subject property is not being farmed to prevent contamination of the Village wells, the impacts that the buffer is meant to mitigate, the spread of sprays from agricultural operations, is not present and does not need to be mitigated.

(j) notwithstanding the minimum requirements set out in the Subdivision By-law, provides a minimum of ten (10) per cent open space contribution;

This requirement was met through the development agreement registered on properties fronting on Steeple View Drive and Leaside Court.

(k) utilizes, alternative road, lot, servicing and other infrastructure standards where appropriate;

This criteria is not applicable to this proposal.

(l) provides sufficient vehicle and pedestrian transportation linkages with any adjacent town, village or property through the dedication of land intended for use as a road reserve;

The proposed development will provide additional vehicular linkages with existing roads in the area. As there are no sidewalks in the vicinity of the subject site, Staff are not requiring sidewalks along new public roads associated with this development however a walking trail will provide a future connection to an

existing trail network that has access points on Highway 358, thereby providing an important active transportation link.

(m) complements existing and planned development within an adjacent town or village in location, design, and any linkages between town or village and Municipal infrastructure; and

The proposal is consistent with the development in the surrounding area. The lands to the south of the subject property, comprising Leaside Court and Steeple View Drive, were also the subject of a comprehensive neighbourhood development agreement. As a result, there is a mix of housing types including the development of or permission to develop a range of housing types including multi-unit dwellings, townhomes, as well as one and two unit dwellings.

The proposed development provides appropriate linkages to existing development by extending Steeple View Drive, to connect the proposed development to existing development.

(n) meets the general development agreement criteria set out in section 5.3 Development Agreements and Amending the Land Use By-law;

This will be reviewed in a later section within this report.

MPS Objectives

In evaluating applications for development, Municipal Staff review the MPS holistically on the basis of its overarching vision and objectives. The general approach to the MPS balances the interests of protecting agricultural land and the development of healthy and complete communities. Generally speaking, rural areas are intended to be maintained for resource production and extraction while more urban areas, identified as Growth Centres, are intended to accommodate the majority of other types of growth. This is intended to occur in ways that contribute to vibrant communities that incorporate a high level of active transportation and efficiency in providing infrastructure servicing that is efficient and cost-effective to maintain. This approach is outlined in the statements of the MPS, outlined below.

Within the Vision Statement related to Settlement, Council has identified the following priorities:

- *Concentrate new commercial and residential development, including mixed uses, in the Growth Centres with clearly defined boundaries;*
- *Encourage efficient service and infrastructure delivery; and*
- *Enable and encourage a diversity of housing throughout the region*

Within the section related to infrastructure, the objective related to the theme of Settlement states, “To make effective use of existing infrastructure located within Growth Centres.” And, within section 3.1 of the MPS, related to the Residential Designation, the objective related to the theme of Settlement states, “To accommodate a wide range of housing options, including opportunities for mixed uses and increased densities in areas where urban services are efficient to deliver.”

The proposed development includes a mix of residential uses within a Growth Centre at a density that will enable the Village to provide services efficiently. The proposed development will contribute to the existing

diversity of housing within this portion of the Growth Centre of Port Williams through the provision of a mix of housing types.

General Criteria

Municipal Planning Strategy section 5.3.7 contains the criteria to be used when considering all development agreement proposals. These criteria consider the impact of the proposal on the road network, services, development pattern, environment, finances, and wellfields, as well as the proposal's consistency with the intent of the Municipal Planning Strategy.

It is Staff's opinion that the proposal meets the general criteria. Staff have reviewed in that it will not result in any direct costs to the Municipality, is compatible with the surrounding development pattern, is compatible with adjacent uses, and raises no concerns regarding emergency services. Staff did investigate concerns related to traffic generation. The applicant had a Traffic Impact Study prepared to the satisfaction of the provincial Department of Public Works. Detailed responses to each criteria can be found in Appendix B.

Port Williams Secondary Plan

The Port Williams Secondary Plan forms section 4.5 of the MPS and provides specific policy direction within the boundaries of the Growth Centre of Port Williams. This section will discuss relevant policies contained within the Secondary Plan and how the proposal is consistent with these policies.

Policy 4.5.1 requires that all new development within the Growth Centre be serviced by central water and sewer services. Water and sewer services, provided by the Village of Port Williams, are available at the terminus of Steeple View Drive, in proximity to Phase 1 of this development.

Policy 4.5.4 requires that all rezoning and development agreement applications be consistent with the requirements pertaining to wellfields in Port Williams. The proposed development is within Wellfield Protection Overlay B. There are no restrictions associated with residential uses within this overlay.

With regard to residential development, the Secondary Plan states a goal, *"To accommodate residential growth that meets the needs of residents form all stages and ages of life."* The proposed development provides a mix of uses that will enable residents to up- or down-size as necessary within the development. Apartment units provide appropriate housing to young and older adults while grade related units (one and two unit dwellings, grouped dwellings) are often preferred by families.

Policy 4.5.24 outlines criteria to be considered when development of a Comprehensive Neighbourhood Development is proposed. The policies of the MPS were largely based on these policies which pre-date the adoption of the current MPS. As a result the policies are similar to those within the MPS and the analysis of similar policies will be kept brief. Please see the section on policy 3.1.13 for greater detail.

Policy 4.5.24 states:

Council shall:

4.5.24 consider only by development agreement in the Comprehensive Neighbourhood Development (R5) zone, residential development which is sympathetic to neighbouring farms and will not interfere with normal agricultural activities. In considering such development agreements Council shall be satisfied that:

(a) the density of the overall development is a minimum of 4 units per acre;

The proposed development has an approximate density of between 8 and 9.75 units per acre.

(b) development of the area shall be phased in such a manner as to allow the largest amount of agricultural land to remain in production as [long as] possible;

The proposed development does not include any land currently in agricultural production.

(c) a separation distance of a minimum of 100 feet (30.5 metres) shall be maintained between any residential building and land actively used for crop land and 600 feet (183 metres) shall be maintained between any residential building and land used for intensive livestock operations;

There is an agricultural operation to the west of the proposed development that consists of a cropped field. There is also cropped land on the east side of Collins Road as well. The draft development agreement includes an increased setback of 35 feet from Collins Road resulting in a minimum of 100 feet between any proposed dwellings and active farming operations. Staff are not aware of a livestock operation in proximity to the subject property.

(d) Any required vegetative buffer shall include plant material that will grow to an approximate height of 20 feet (6.1 metres) or more in order to minimize the spread of fertilizer, pesticides and other sprays.

The proposed development does not incorporate any required vegetative buffers based on the other characteristics of the subject property, as discussed earlier in this report.

(e) Vehicle access onto Collins Road is not permitted, with the exception of public roads, private driveways that resemble public roads, and driveways needed for safety purposes.

The proposed development includes a new public road extending from Collins Road to the extension of Steeple View Drive. In the interim, a commercial driveway will be provided off Collins Road to provide an alternate access for construction vehicles to minimize construction traffic on Steeple View Drive.

(f) Higher density areas are centrally located while lower density areas are located towards the Growth Centre fringe.

The proposal results in an overall density of 9.75 units per acre which is less than what is currently permitted under the Municipality's Residential One Unit (R1) Zone. Since this development is considered lower density, Staff are of the opinion that this policy has been met.

(g) The proposed design and maintenance adequately protect any identified wellfields;

The proposed development is located within Wellfield Protection Overlay B. This overlay does not have any restrictions related to residential uses.

(h) For proposals involving subdivision, a minimum of ten (10) per cent of the development area is dedicated to public open space in accordance with the following criteria:

- i. The location of public open space responds to policies 4.5.33 and 4.5.34; and*
- ii. Up to seven (7) per cent of the public open space may include lands that otherwise could not be developed, such as drainage corridors, buffer areas, and wellfields.*

Open Space requirements have been met under a previous development agreement.

(i) In lieu of the ten (10) per cent land requirement a sum of money equal to five (5) per cent of the assessed value of the proposed lots, or a combination of land and money at a ratio 2:1 (land: money) may be accepted;

Open Space contributions were met through a previous development agreement.

(j) In addition to the [sic] any other information required, developers shall prepare a ground water study for proposals located within Wellfield Zones A and B. The ground water study shall be conducted by a qualified professional and shall assess the impact of the proposal on ground water quality and quantity and recommend measures for reducing any negative impacts; and

The proposed development is located within Wellfield Zone B however Staff have not requested a groundwater study. Since the proposed development will be serviced by Village water, and does not include uses that use abnormal amounts of water, the proposed development is not expected to affect the quality or quantity of groundwater. Typically, a groundwater study is required in non-serviced areas to prevent contamination or overuse of an aquifer. Where contamination is a concern, typically, restrictions are placed within Wellfield Overlays to minimize opportunities for contamination. The Port Williams Wellfield Protection Overlay B does not contain any restrictions on residential uses. At one time, developments that included multi-unit development were a concern in wellfields due to large oil tanks associated with boilers that were of a size to service a large-scale development. Since the prevalence of oil heating is declining in all uses, there has been a recognition that multi-unit residential development will not have the same impact as traditional multi-unit dwellings on wellfields as a result of this shift. No other wellfield overlays in the Municipality restrict residential uses in Zone B, C or D. Up until recently, the New Minas Wellfield Protection Overlay B restricted multi-unit uses, however, provincial approval was recently received for the New Minas Secondary Plan which, among other things, removed this restriction.

(k) The proposal meets the general development agreement criterial set out in section 5.3 Development Agreements and Amending the Land Use by-law;

This has been reviewed earlier in this report. Detailed responses are available for review in Appendix B.

6. DEVELOPMENT AGREEMENT SUMMARY

The draft development agreement contained in Appendix D contains the following:

- Divides the development into two phases with the first phase being the extension of Steeple View Drive and the second phase being the development of a new road connecting this extension to Collins Road
- Regulates the location and form of development
- Requires a minimum residential density of 4 units per acre
- Regulates subdivision
- Requires a walking trail from Collins Road to open space properties in municipal and Village ownership to contribute to the existing trail network and providing pedestrian access to Highway 358
- Regulates the location of parking for Phase 2 multi-unit dwellings

7. CONCLUSION

The proposed development would introduce additional housing in alternative formats within an area that has a high demand for housing within the Municipality. The proposed development will assist in the efficient provision of servicing infrastructure within the Village boundaries and provides additional active transportation connectivity within the Growth Centre. As a result, Staff are forwarding a positive recommendation to Area Advisory Committee.

8. APPENDIXES

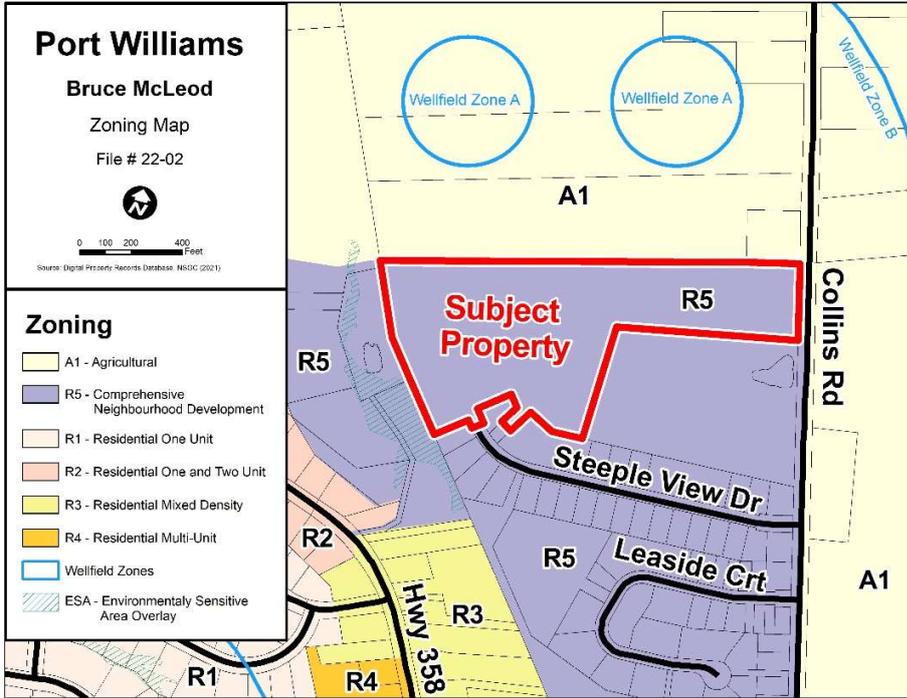
Appendix A –Maps

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

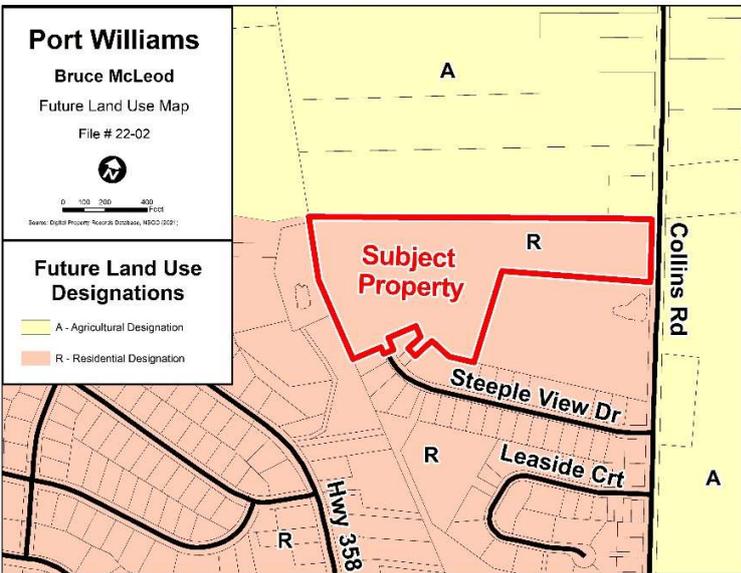
Appendix C – Draft Development Agreement

APPENDIX A – Maps

Zoning Map



Future Land use Map



APPENDIX B – GENERAL CRITERIA FOR DEVELOPMENT AGREEMENTS AND AMENDING THE LAND USE BY-LAW

Policy 5.3.7

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

Criteria	Comments
<i>a. is consistent with the intent of this Municipal Planning Strategy, including the Vision Statements, relevant goals, objectives and policies, and any applicable goals, objectives and policies contained within a Secondary Plan;</i>	The proposal is in keeping with the intent of the MPS and the Port Williams Secondary Plan.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposal is not in conflict with any other programs, By-laws or regulations.
<i>c. is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal will generate adequate revenue to offset ongoing infrastructure maintenance costs.
<i>ii. land use compatibility with surrounding land uses;</i>	The surrounding neighbourhood is characterized by a mix of uses including a mix of residential uses including multi-unit dwellings containing up to 40 units and agricultural uses. The proposed development, consisting of residential uses, is compatible with these uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	The proposed development is located in proximity to the Port Williams Elementary School. The Village of Port Williams has many recreational facilities within its boundaries for use by local residents including parks, a trail system and recreational programming offered through the Village. Staff requested information from the Annapolis Valley Centre for Education regarding school capacity and the ability for the area schools to accommodate new students. While the elementary and middle school that would service this area are nearing

	<p>capacity, the local high school has additional capacity. Notwithstanding, the Annapolis Valley Centre for Education is confident that area schools can accommodate any increases in enrollment.</p>
<p>iv. <i>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></p>	<p>A Traffic Impact Study was provided by the applicant. This study was reviewed by Nova Scotia Department of Public Works as the authority having jurisdiction over Collins Road. The Traffic Impact Study was determined to be acceptable and the department does not have any concerns.</p> <p>The introduction of new roads and the level of development proposed is not expected to cause any negative impacts on municipal roads, being Steeple View Drive and the new proposed road.</p>
<p>v. <i>the adequacy of fire protection services and equipment;</i></p>	<p>The Port Williams Fire Chief has indicated that fire protection is adequate in this area and will have no issues given the proposed development.</p>
<p>vi. <i>the adequacy of sewer and water services;</i></p>	<p>The Village of Port Williams, as the owner and operator of the water and sewer systems within the Growth Centre, has indicated that there is adequate capacity in the system for the proposed development.</p>
<p>vii. <i>the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i></p>	<p>The applicant will be required to provide drainage plans at the time of subdivision that incorporate low impact approaches to stormwater management.</p>
<p>viii. <i>negative impacts on identified wellfields or other groundwater supplies for the area;</i></p>	<p>The proposed development is not expected to negatively impact the Village water supply.</p>
<p>ix. <i>pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i></p>	<p>Staff are satisfied that the proposal will not generate any pollution. The Property Owner will be required to follow provincial requirements related to erosion and siltation.</p>
<p>x. <i>negative impacts on lake water quality or nearby wetlands;</i></p>	<p>There are no lakes or wetlands in proximity to the subject properties.</p>
<p>xi. <i>negative impacts on neighbouring farm operations</i></p>	<p>The proposal is not expected to negatively impact agricultural operations.</p>

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.

The proposed development does not present any natural constraints to development.

THIS DEVELOPMENT AGREEMENT BETWEEN:

SAG (PW) DEVELOPMENTS INC. of Port Williams, Nova Scotia,
hereinafter called the "Property Owner",
of the First Part

and

MUNICIPALITY OF THE COUNTY OF KINGS, a body corporate pursuant to the *Municipal Government Act*,
S.N.S., 1998, Chapter 18, as amended, having its chief place of business at Coldbrook, Kings County, Nova
Scotia, hereinafter called the "Municipality",

of the Second Part

WHEREAS the Property Owner is the owner of certain lands and premises (hereinafter called the "Property") which lands are more particularly described in Schedule A attached hereto and which are known as Property Identification (PID) Number 55037139; and

WHEREAS the Property Owner wishes to use the Property for a Comprehensive Neighbourhood Development; and

WHEREAS a portion of the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Comprehensive Neighbourhood Development (R5) on the Zoning Map of the Land Use By-law; and

WHEREAS policies 3.1.13 of the Municipal Planning Strategy and section 4.7.4(a) of the Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

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

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

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A Property Description

Schedule B Site Plan

1.2 Municipal Planning Strategy and Land Use By-law

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

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Agricultural buffer* means an area of land located within the Comprehensive Neighbourhood Development (R5) Zone having a width no less than 100 feet located parallel to the zone boundary between the Agricultural (A1) Zone and the Comprehensive Neighbourhood Development (R5) Zone. . No development is permitted within this area unless otherwise specified in this Agreement.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Permitted Uses and Requirements

That the Parties agree that the portion of the Property within the Comprehensive Neighbourhood Development (R5) Zone is permitted to be developed with the following:

Residential uses developed at a minimum density of four (4) units per acre and consisting of a combination of dwelling types:

- (a) One multi-unit dwelling containing a maximum of 40 residential units and having a maximum building height of 4 storeys or 45 feet, whichever is greater in the area labelled 'Phase 1 Multi Unit Block' on Schedule B – Site Plan and subject to the following:
 - (i) Multi-unit dwellings shall be subject to the zone requirements of the Residential Multi-unit (R4) Zone;

- (ii) A parking rate of 1.5 spaces per residential unit is required and may be provided below or at grade. Below grade parking areas are permitted to extend beyond the building footprint but shall not extend closer than 20 feet to any lot line;
 - (iii) The Property Owner is required to provide 100 square feet of amenity area per residential unit which may include common outdoor spaces, private outdoor spaces and/or indoor common spaces;
 - (iv) Indoor common spaces may be provided in one or more accessory buildings subject to the requirements of this Agreement.
- (b) Any of the Residential Uses permitted in the Residential One and Two Unit (R2) Zone in the area labelled 'Phase 1 Grouped Dwellings' on Schedule B – Site Plan. Any number of dwellings are permitted to be located on a lot, subject to the zone requirements for grouped dwellings in the Residential Mixed Density (R3) Zone;
- (c) Any of the Residential Uses permitted in the Residential One and Two Unit (R2) Zone in the areas labelled 'Phase 1 Low Density' and 'Phase 2 Low Density' on Schedule B – Site Plan and subject to the requirements of that zone;
- (d) Multi-unit dwellings containing a maximum of 40 residential units and having a maximum building height of 4 storeys or 45 feet, whichever is greater in the areas labelled 'Phase 2 Multi Unit Block' on Schedule B – Site Plan and subject to the following:
 - (i) Multi-unit dwellings shall be subject to the zone requirements of the Residential Multi-unit (R4) Zone;
 - (ii) Notwithstanding (i) above, a minimum 35 foot setback is required from Collins Road;
 - (iii) A parking rate of 1.5 spaces per residential unit is required and may be provided below or at grade. Below grade parking areas are permitted to extend beyond the building footprint but shall not extend closer than 20 feet to any lot line;
 - (iv) Parking areas are not permitted to be located in the yard abutting the Future Road as shown on Schedule B – Site Plan;
 - (v) Access to development within the area labelled 'Phase 2 Multi Unit Block' shall be permitted only from the Future Road;
 - (vi) The Property Owner is required to provide 100 square feet of amenity area per residential unit which may include common outdoor spaces, private outdoor spaces and/or indoor common spaces;
 - (vii) Indoor common spaces may be provided in one or more accessory buildings subject to the requirements of this Agreement.
- (e) Uses and buildings accessory to the uses listed above and subject to the following:
 - (i) Accessory buildings and uses shall not be located within the required 100 foot agricultural buffer located along the zone boundary line of the Property and shall be subject to the zone requirements that otherwise applies to the property as identified above;
 - (ii) Notwithstanding (i) above, a new public road may be located within the required 100 foot agricultural buffer;
 - (iii) Notwithstanding (i) above, a new walking trail having a minimum width of five (5) feet and made of a flat and stable surface shall extend from Collins Road to the existing trail system owned and operated by the Village of Port Williams on PID 55460372 or

55460364 and shall be publicly accessible either through the transfer of ownership to the Village of Port Williams or registration of access easements; and
(iv) Accessory building height shall not exceed 20 feet;

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

2.3 Phasing

Subdivision approval for the creation of the Future Road, as identified on Schedule B – Site Plan shall not be granted until the following conditions have been met:

- (a) an occupancy permit is granted for the multi-unit dwelling permitted in Phase 1; and
- (b) final approval is granted for the extension of Steeple View Drive in Phase 1.

2.4 Site Plan

All uses enabled by this Agreement on the Property shall be developed in general accordance with Schedule B - Site Plan;

2.5 Appearance of Property

The overall appearance of the Property shall be subject to the following:

- (a) The Property Owner shall at all times maintain all structures and services on the Property in good repair and a useable state and maintain the Property in a neat and presentable condition.
- (b) Any portion of the property not covered by buildings or parking areas shall be landscaped with a mixture of grass, flower beds, shrubs, trees or other permeable surfaces.

2.6 Subdivision

Subdivision of the property shall be subject to the following:

- (a) Subdivision within areas labelled 'Phase 1 Low Density' and 'Phase 2 Low Density' may occur in accordance with the requirements of the Residential One and Two Unit (R2) Zone;
- (b) Subdivision within areas labelled 'Phase 1 Multi Unit Block' and 'Phase 2 Multi Unit Block' may occur in accordance with the requirements of the Residential Multi-unit (R4) Zone;
- (c) Completion of a publicly accessible trail described in 2.1(e)(iii) of this Agreement shall be required to be completed and be accessible to the public prior to an application for tentative approval for the creation of the "Future Road" as identified on Schedule B – Site Plan.
- (d) Any subdivision that would result in the creation of any new public road not identified on Schedule B – Site Plan shall require an amendment to this Agreement.

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

2.7 Erosion and Sedimentation Control

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

2.8 Lighting

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

2.9 Street Lights

- (a) LED street lights shall be provided throughout the area of the development agreement and placement shall be approved by the Municipal Engineer;
- (b) Both the poles and LED lamps used for street lights are to be acceptable to the Municipal Engineer;
- (c) Stand-alone street light poles and fixtures (if the Property Owner chooses not to install regular lights on the power poles) may be conveyed to the Municipality or the Village at time of final subdivision approval; and
- (d) The area of the development agreement shall be subject to the applicable Municipal street Lighting By-law as amended from time-to-time.

2.10 Drainage

The following shall be required prior to final of subdivision approval:

- (a) A drainage plan incorporating low impact stormwater management initiatives to the satisfaction of the Municipal Engineer.
- (b) Engineering record drawings shall be submitted to the Municipal Engineer within ten (10) business days of completion of any work related to the implementation of a drainage plan.

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.

PART 3 CHANGES AND DISCHARGE

3.1 Any matters in this Agreement which are not specified in Subsection 3.2 below are not substantive matters and may be changed by Council without a Public Hearing including, but not limited to:

- (a) Parking areas associated with multi-unit dwellings permitted in Phase 2 may be permitted to be located in the front yard provided a satisfactory parking layout plan showing landscaping elements, pedestrian safety infrastructure and internal layout is submitted and is attached as a Schedule to this Agreement;
- (b) Changes to Schedule B – Site Plan that do not result in any of the following:
 - (i) increase in the total number of permitted residential units within a Multi-unit Dwelling,
 - (ii) the creation of new public roads not shown on Schedule B – Site Plan;
- (c) Changes to the phasing of the development.

3.2 The following matters are substantive matters:

- (a) any increase in the number of residential units permitted within multi-unit dwellings permitted in Section 2.1 of this Agreement that would result in a higher residential unit per area requirement than permitted in the Residential Multi-unit (R4) Zone;
- (b) any increase in the building height of Multi-unit dwellings permitted in Section 2.1 of this Agreement; and
- (c) subdivision that would result in the creation of any new public road not shown on Schedule B – Site Plan;

3.3 Upon conveyance of land by the Property Owner to either:

- (a) the road authority for the purpose of creating or expanding a public street over the Property; or
- (b) the Municipality for the purpose of creating or expanding open space within the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this Agreement shall be discharged as it relates to the public street or open space, as the case may be, as of the date of registration with the Land Registry Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing provided the following conditions are met:

- (a) any easements necessary to maintain existing vehicular public road access based on the as-developed condition at the time of discharge are registered on any affected parcels;
- (b) easements or agreements are in place to the satisfaction of the Development Officer addressing shared amenities including, but not limited to, parking, use of amenity areas

and trails if the requirements of this Agreement are not met on individual properties to which this Agreement applies;

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

- (a) as provided for in Section 3.4 of this Agreement; or
- (b) at the discretion of the Municipality, with or without the concurrence of the Property Owner, where the Development has, in the reasonable opinion of council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or,
- (c) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

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

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

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

4.2 Completion and Expiry Date

- (a) The Property Owner shall sign this Agreement within 30 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;
- (b) Development included in Phase 1 of this Agreement as provided in Part 2 of this Agreement shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* thirty (30) days after giving Notice of Intent to Discharge to the Property Owner.
- (c) Upon the written request of the Property Owner, the Development Officer, at their sole discretion, may grant an extension for a period of time that they deem appropriate.
- (d) The Property Owner shall be in complete compliance with all other provisions of this Agreement within six (6) months of receiving an Occupancy Permit for any new residential units enabled by this Agreement in section 2.1.

PART 5 COMPLIANCE

5.1 Compliance With Other By-laws and Regulations

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

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

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

5.4 Onus For Compliance On Property Owner

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

5.5 Breach of Terms or Conditions

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

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

5.6 Development Agreement Bound to Land

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

5.7 Assignment of Agreement

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

5.8 Costs

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

5.9 Full Agreement

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

5.10 Severability of Provisions

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

5.11 Interpretation

- (a) Where the context requires, the singular shall include the plural, and the use of words in one gender shall include all genders as circumstances warrant;
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and bylaws shall be deemed to be references to any successor legislation and bylaws even if the content has been amended, unless the context otherwise requires.

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

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

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

**MUNICIPALITY OF THE COUNTY
OF KINGS**

Witness

Peter Muttart, Mayor

Date

Witness

Janny Postema, Municipal Clerk

Date

SIGNED, SEALED AND DELIVERED

In the presence of:

SAG (PW) Developments Inc.

Witness

R. Bruce McLeod, President

Date

Schedule A – Property Description

Accessed October 2023 on Property Online

ALL that certain lot, piece or parcel of land situate near Port Williams, in the County of Kings and Province of Nova Scotia, being the Remainder of Lands conveyed to the Nova Scotia Farm Loan Board, Book 405, Page 78 (Riverbrook Farms Limited) to be an addition to Lands Conveyed to the Nova Scotia Farm Loan Board, Book 405, Page 78 (Riverbrook Farms Limited) as shown on Plan of Subdivision prepared by Shaun R. Stoddart, NSLS, dated March 2, 1990, approved by the Development Officer for the County of Kings on March 19, 1990, under registration number 900056 as "Parcel SA (agricultural use) and Remainder", and now filed in the Registry of Deeds Office, Kentville, NS, as Plan P-8072, said Remainder lands being comprised of the following two parcels, more particularly bounded and described as follows:

FIRST PARCEL:

ON the east by a road formerly known as the Sibley Road (now known as Collins Road);

ON the south by lands now or formerly of the late Andrew Withers and lands now or formerly of Benjamin Bezanson;

ON the west by lands now or formerly of the late Charles Robinson;

ON the north by lands now or formerly of Henry Powers.

BEING AND INTENDED TO BE the same lands and premises as conveyed by Dexter Collins et ux by deed dated February 9, 1928 and recorded in the Registry of Deeds Office at Kentville, NS, in Book 147, Page 406.

AND ALSO:

SECOND PARCEL:

ALL and singular the land and premises situate, lying and being on the west side of the Sibley Road (now known as Collins Road), in the Township of Cornwallis, County of Kings and Province of Nova Scotia, being more particularly bounded and described as follows:

BEGINNING on the southeast corner of lands now or formerly owned by Benjamin Woodworth;

THENCE westerly by said lands of Benjamin Woodworth and lands now or formerly of F. M. Vaughan and now or formerly of Leander Woodworth to lands now or formerly owned by Henry Robinson;

THENCE southerly by said Robinson lands to lands now or formerly owned by Dexter Collins;

THENCE by said Collins lands to lands formerly of Charles Graves, now or formerly of John Donaldson;

THENCE northerly and easterly by said lands of John Donaldson to the Sibley Highway (now Collins Road);

THENCE northerly by the said highway to the place of beginning.

Containing 19 acres more or less.

EXCEPTING AND RESERVING THEREOUT AND THEREFROM the following parcels:

1. All and singular the lands and premises situate, lying and being on the west side of the Sibley Road in the County of Kings, more particularly bounded and described as follows:

COMMENCING at a stake standing in the northeast corner of lands now or formerly of John Donaldson; THENCE in a westerly direction along the north side of said Donaldson lands a distance of 290 feet to the northwest corner of said Donaldson lands;

THENCE continuing in the west prolongation of the said north side line of said Donaldson lands and along other lands of Cyrus and Manning Ells Limited a distance of 260 feet to a stake;

THENCE in a northerly direction and in a line parallel to the west side line of said Sibley Road a distance of 115 feet to a stake;

THENCE in an easterly direction and in a line parallel to the first mentioned bound herein a distance of 550 feet to a stake standing in the west side line of said Sibley Road, so called;

THENCE in a southerly direction along the west side line of Sibley Road a distance of 115 feet to the place of beginning.

2. ALL that piece or parcel of land situate at Cornwallis (near Port Williams) in the County of Kings and Province of Nova Scotia, on the West side of the road leading from Port Williams to Church Street (sometimes known as the Collins Road) bounded and described as follows:

COMMENCING at the Northeast corner of lands formerly of Dexter Collins, and now of Lawrence Coldwell, on the said Road;

THENCE North ten rods by the West side of the said road to lands formerly of Rev. J. L. Donaldson, marked by the Farm Road leading Westerly from the Collins Road to Ells Poultry House;

THENCE West by the said Farm Road lands formerly of Rev. J. L. Donaldson, as marked by the South boundary of the said Farm Road and lands formerly of the Rev. J. L. Donaldson, a distance of Sixteen rods to lands formerly of the said J. L. Donaldson and now of Lawrence Coldwell;

THENCE South by said lands formerly of Donaldson and now of Lawrence Coldwell Ten rods to the North boundary of lands formerly of Collins aforesaid and now of Lawrence Coldwell;

THENCE East by lands formerly of said Dexter Collins and now of Lawrence Coldwell Sixteen rods to the place of beginning;

Containing one acre more or less and being PID 55022685.

3. That parcel of land described as Parcel A on a plan filed as P-2380 and more particularly described in a deed recorded on February 17, 1977, in Book 413, Page 940 in the Kings County Registry of Deeds Office, Kentville, NS.

4. That parcel of land described as Lot R.F.L.-1 on a plan filed as P-7488 and more particularly described in a deed recorded on December 1, 1988 , in Book 760, Page 27 in the Kings County Registry of Deeds Office, Kentville, NS.

5. That parcel of land described as Parcel T.P.W. on a plan filed as P-8009 and more particularly described in a deed recorded on February 19, 1990 , in Book 809, Page 302 in the Kings County Registry of Deeds Office, Kentville, NS.

6. That parcel of land described as Parcel S.A. on a plan filed as P-8072 and more particularly described in a deed recorded on April 18, 1990 , in Book 815, Page 689 in the Kings County Registry of Deeds Office, Kentville, NS.

7. That parcel of land described as Parcel R-1 on a plan filed as P-10740 and more particularly described in a deed recorded on August 25, 1997 , in Book 1117, Page 609 in the Kings County Registry of Deeds Office, Kentville, NS.

8. That parcel of land described as Lot V.P.W.-2 on a plan filed as P-11170 and more particularly described in a deed recorded on January 26, 1998 , in Book 1174, Page 242 in the Kings County Registry of Deeds Office, Kentville, NS.

9. That parcel of land described as Lot C-1 on a plan filed as Document No. 99304280 in the Kings County Land Registration Office on October 12, 2011, being PID 55022651.

10. SAVING AND EXCEPTING parcel A as shown on registered plan no. 99821135 recorded in the Land Registration Office for Kings County.

11. SAVING AND EXCEPTING Block A as shown on plan registered as No. 102193050 in the Kings County Land Registration Office on 2012-12-20.

12. SAVING AND EXCEPTING all of those remaining lands to the south of Block A, being depicted as Block B and Parcel P-1 (Parkland) on plan registered as No. 102193050 in the Kings County Land Registration Office on 2012-12-20.

SUBJECT TO an easement in favour of the Village of Port Williams as shown on Plan filed as 75265083 on March 12, 2004, and more particularly described in document recorded in Book 1429, Page 143 as Document No. 75260365 on March 10, 2004 in the Kings County Land Registration Office, Kentville, NS.

SAVE AND EXCEPT Parcel 117 as depicted on a Plan of Subdivision recorded July 18, 2017 as Document Number 111103058.

AND ALSO Parcel 219 as shown on registered plan no. 115484223 recorded in the Land Registration Office for Kings County.

*** 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

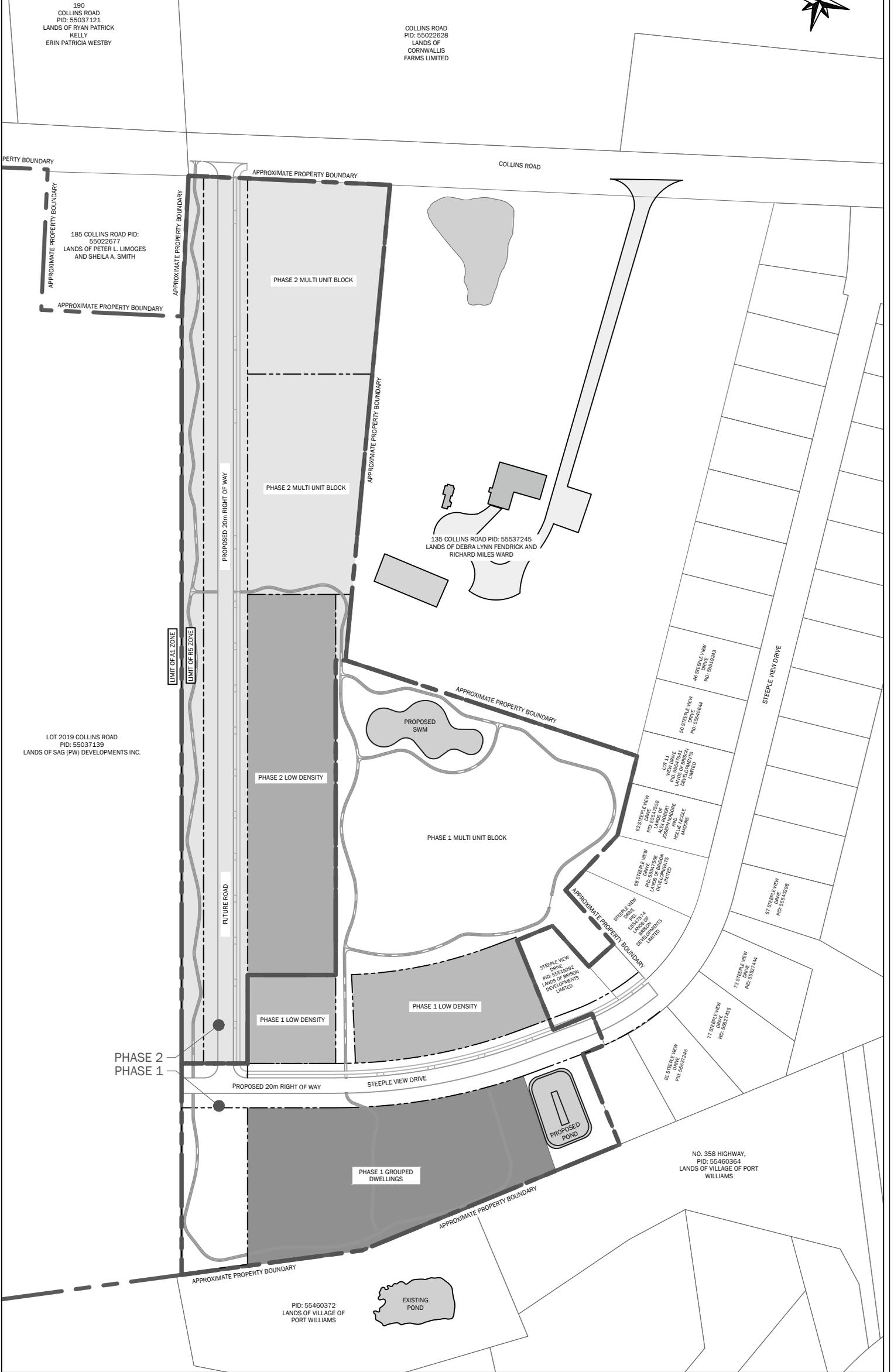
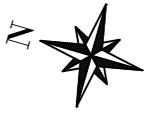
Registration District: KINGS COUNTY

Registration Year: 2019

Plan or Document Number: 115484223

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan.

Schedule B - Site Plan



SCALE: 1:2000



PORT WILLIAMS, NOVA SCOTIA
PID: 55037139



CHESTER NEW MINAS TANTALLON
NOVA SCOTIA, CANADA