



Municipality of the County of Kings

Report to the Planning Advisory Committee

Planning Application for a development agreement to permit 12 tourist cabins at 1459 Forest Hill Road, Forest Hill.

File: 22-08

March 12, 2024

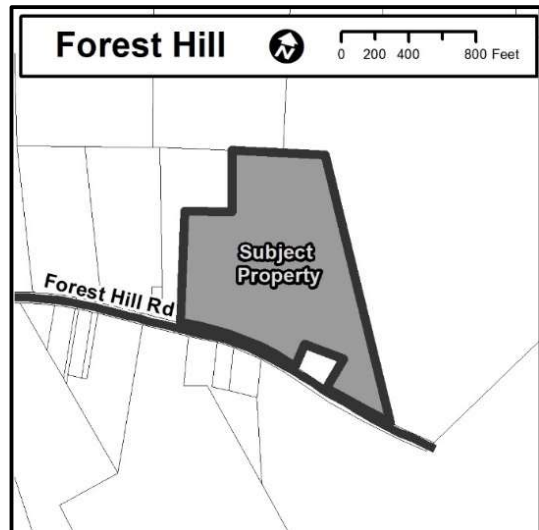
Prepared by: Planning and Development Services

Applicant	Kenneth Rent
Land Owner	Bluejacket Holdings Inc.
Proposal	Development Agreement to permit 12 tourist cabins
Location	1459 Forest Hill Road (PID 55217939), Forest Hill
Lot Area	34 Acres
Designation	Agricultural (A)
Zone	Rural Mixed Use (A2)
Surrounding Uses	Residential uses, Agricultural uses, Wolfville Watershed preserve
Neighbour Notification	Notification letters were sent to 13 property owners within 500 feet of the subject property.

1. PROPOSAL

Kenneth Rent, of Bluejacket Holdings, has applied for a development agreement to permit the development of 12 tourist cabins on the property located at 1459 Forest Hill Road, Forest Hill.

The proposal would be developed in two phases, each phase consisting of six 1–2-bedroom cabins of 500-700 square feet each. A 100 foot setback will be maintained from the neighbouring residential properties with a vegetative buffer provided within the setback. The development also proposes to incorporate landscaping with native trees and plants that would blend in with the surrounding landscape.



2. OPTIONS

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

- A. 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 Council refuse the development agreement as drafted.

3. STAFF RECOMMENDATION

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

The Planning Advisory Committee recommends that Municipal Council give Initial Consideration to and hold a Public Hearing regarding entering into a development agreement to permit 12 tourist cabins at 1459 Forest Hill Road (PID 55217939) which is substantively the same (save for minor differences in form) as the draft set out in Appendix C of the report dated March 12, 2023.

4. BACKGROUND

The subject property was purchased by the applicant in 2021. At the time of purchase, the property had a residential dwelling and barn, both of which were demolished in 2022.

The applicant purchased the property to develop accommodations for visitors to provide an opportunity for them to experience the Annapolis Valley and the nearby vineyards. The initial proposal was to build 30 tourist cabins spread out across the site with ample landscaping around each cabin. The cabins would reflect the east coast and maritime building designs and would be primarily built with sustainable materials. The plan also included a central building to accommodate other guest services.

Following the Public Information Meeting, and in consideration to concerns and feedback from the public regarding the scale (30 cabins) of the development and other concerns, Staff and the applicant came to an agreement that the proposal would be revised to permit a total of 12 cabins to be developed as well as an amenity building/area for the use of the guests of the property.



5. Subject Property Information

The subject property is located within a rural area on the South Mountain and has a lot area of 34 acres. The subject property has two separate frontages on Forest Hill Road one of which is approximately 740 feet in length and the other is approximately 425 feet in length for a total of approximately 1,165 feet of road frontage. The property slopes downward toward the north, providing a good view of the Gaspereau Valley. The property does not have significant vegetation since it was in agricultural production prior to the purchase of the land by the applicant.

The neighbouring uses to the south and west consist of residential dwellings, and the property also envelopes a residential property towards Forest Hill Road. Neighbouring properties to the north and northwest are predominantly forested lands. There is a poultry farm adjacent to the property to the east, the main chicken barn is located approximately 350 feet from the subject property and an additional chicken barn, under construction, approximately 220 feet away from the subject property, providing a significant separation distance between the chicken barns and any activity on the subject property. The Wolfville watershed nature preserve is located opposite the property further down Forest Hill Road.

The property is currently in the Rural Mixed Use (A2) Zone (see Appendix A), and within the Agricultural Designation. The Land Use By-Law permits up to two tourist cabins as an accessory use to a residential dwelling in the Rural Mixed Use (A2) Zone provided the requirements specified in the LUB are met. Since a dwelling is not proposed to form part of the development, and due to the number of cabins proposed, the proposal cannot proceed as-of-right. The proposed development can only be considered by development agreement.

6. Public Consultation

Under the Planning Policies of the Municipality of the County of Kings (PLAN-09-001), a Public Information Meeting (PIM) was required because the application concerns a development agreement for a new use. An online recording of the Public Information Meeting was made available in May 2022 and the video presentation has been available on the municipal website since that time.

A total of 13 property owners within 500 feet of the subject property were notified of the planning application and the associated presentation via letter mail in May 2022. An advertisement was also placed in the May 10, 2022, edition of the Valley Journal-Advertiser providing notice of the planning application and direction to the video presentation on the municipal website.

Several of the residents along Forest Hill Road contacted Staff to share their hesitation with the proposed development. The general types of concerns were over the potential increase in noise and activity in a quiet neighbourhood as a result of the proposed development. Concerns regarding the number of cabins and the number of people who will be staying in those cabins were also raised by the residents. Staff also received a few concerns relating to potential traffic generation on Forest Hill Road (dead-end road) and at the intersection of Forest Hill Road and Greenfield Road which is the only entry and exit point for residents along Forest Hill Road. Further, residents mentioned the deteriorating state of Forest Hill Road, residents were concerned that the excess traffic would further worsen the road conditions and they also

expressed safety concerns owing to the lack of sidewalks or pedestrian paths in the area. Staff also heard from other neighbours concerned about the potential impacts the development might have on the neighbouring watershed and wildlife. Other comments and questions related to setbacks requirements, loss of agricultural land, loss of view, potential impacts of lights from the development, disruption to the country living experience and pollution concerns were also received.

7. POLICY REVIEW - DEVELOPMENT AGREEMENT

7.1 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 8.4.5 of the LUB states that,

LUB 8.4.5 Uses Considered by Development Agreement

Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Rural Mixed Use (A2) Zone:

(a) Proposals for visitor-oriented development not permitted as-of-right in accordance with policy 2.5.13 of the Municipal Planning Strategy.

7.2 Municipal Planning Strategy-Enabling Policy

Policy 2.5.13 of the Municipal Planning Strategy ('MPS') enables the council to consider entering into a development agreement to permit the development of visitor-oriented developments not permitted as-of-right in the Rural Mixed-Use (A2) zone. The policy states:

Council shall

MPS 2.5.13 *consider only by development agreement within the Agriculture, Resource, and Shoreland Designations, with the exception of in the Agricultural (A1) Zone, proposals for visitor-oriented developments not permitted as-of-right. In evaluating development agreements, Council shall be satisfied that:*

(a) the proposal is oriented to visitors or the travelling public, such as, but not limited to, lodging, restaurants, events venues, or other type of special attractions;

The proposed Tourist Cabins will provide lodging to visitors and the travelling public at 1459 Forest Hill Road.

(b) the subject property has a lot area that can appropriately accommodate the proposed use, any accessory uses and structures, parking areas and required infrastructure;

The subject property has an area of 34 acres and a combined lot frontage of approximately 1,170 feet. The Rural Mixed Use (A2) Zone permits tourist commercial uses (up to two tourist cabins as an accessory

use to a residential dwelling) as-of-right on properties with a minimum lot area of 100,000 square feet and 200 feet of road frontage. On this basis, a total three lots could be created from the westerly frontage of the subject property, each of which would permit a two-unit dwelling as well as two tourist cabins for a total of 12 units. After considering the as-of-right development potential, Staff are of the opinion that the subject property can comfortably accommodate twelve (12) cabins and other related structures, parking areas and infrastructure required for the development within a small portion of the property, enabling significant separation distances from existing dwellings.

(c) the site facilities are adequately buffered and/or separated from surrounding residential dwellings (other than a residential dwelling occupied by the operator) to mitigate negative impacts associated with noise, light, and other visual impacts;

To maintain adequate separation distance, the development will be required to be setback 100 feet from the neighbouring residential properties. The 100 foot setback is also required to be vegetated, by permitting vegetation to grow up, and is intended to act as a buffer to help reduce potential noise, impacts from lighting, and other visual impacts that may come from the commercial nature of the proposed use.

(d) if the proposal is for a lot located on a lake within the Shoreland Designation, Council shall be satisfied that:.....

The location is not on a lake or within the Shoreland Designation and is not applicable.

(e) if the use is a listed permitted use, the condition(s) that prevent the proposal from being permitted as-of-right in the designation is addressed by development agreement including, but not limited to, enhanced buffering and the positioning and design of buildings and structures; and

Tourist commercial uses, consisting of a maximum of two tourist cabins (subject to restrictions) are permitted within the Rural Mixed Use (A2) Zone as an accessory use to dwelling and require a 50 foot setback. In the absence of a dwelling, the proposed visitor-oriented development is not permitted as-of-right within the zone. This has been addressed by a development agreement that restricts the number of cabins as well as various other requirements regarding height, building footprint, setback, vegetation, lighting and signage etc. to limit any negative impacts on the neighbourhood and the environment.

(f) the proposal meets the general development agreement criteria set out in section 5.3 Development Agreements & Amending the Land Use By-Law.

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. There are no costs to the Municipality because of the proposed development and the development raises no concerns regarding emergency services, traffic hazards/ congestion or pollution. These criteria are reviewed in detail in Appendix B.

7.3 Supporting Policies and Objectives from the MPS

Section 2.5, the Economic Development section of the MPS describes the growing importance of tourism to the economic development of the region and the intention to encourage visitor-oriented businesses in the Municipality. Some of the policies within the section that support this development are as follows:

Council shall:

2.5.11 *permit a variety of opportunities for visitor-oriented businesses in locations and at a scale consistent with the intent of the zones enabled within the Agricultural, Resource, and Shoreland Designations as well as the Historic Hamlet of Grand Pré (A5) Zone;*

2.5.12 *encourage and promote opportunities for visitor-oriented businesses in the Municipality;*

The intention of the Rural Mixed Use (A2) Zone states “lands located in this zone are intended for a mix of agricultural, residential and resource uses to enable the agricultural industry expansion as well as to accommodate rural housing demand.”. Although the Rural Mixed Use (A2) Zone prioritizes agricultural, residential and resource uses, the MPS also recognizes that agriculture is key to the Valley’s tourism industry, providing a distinct identity for the Municipality, so it offers some flexibility for tourism-oriented businesses in terms of location and expansion. As a result, the Rural Mixed Use (A2) Zone permits some visitor-oriented such as tourist commercial uses as-of-right in the zone as accessory uses.

Within section 2.5 of the MPS, Council also recognizes the importance of imposing limits on the type, location, and scale of these uses to minimize conflict and protect the rural landscape and natural features. The applicant’s initial proposal was to develop 30 tourist cabins on the subject property but while reviewing the application and considering the concerns and feedback from the public, Staff and the applicant came to an agreement to limit the number of cabins to 12. This approach, would provide an opportunity to control the development and limit any negative impacts the development might have on the neighbourhood or the environment. Also, the LUB allows for rezoning options that could enable the rezoning of the property from Rural Mixed Use (A2) Zone to Commercial Recreation (P1) Zone. This option would not have enabled Staff to include additional restrictions on the development and, as a result, Staff think it is more appropriate to enable this development through a development agreement.

Within section 2.5, the MPS also outlines the Municipality’s Economic development goals, objectives and policies. Within this section, the goal of Economic Development states, “To sustain the Municipality’s diverse economic base, encourage entrepreneurship and innovation”. Further to this goal, policies 2.5.2 and 2.5.4 state:

Council shall:

2.5.2 *encourage the development of new businesses ranging in breadth and scale;*

2.5.4 *promote the Municipality as a superior location for new businesses*

The proposal is an opportunity for the Municipality to encourage entrepreneurship and innovation and the proposal will be consistent with the intent of the above policies.

Also, in Section 2.5, the Economic Development objectives, the theme on rural and natural areas states “To facilitate and promote outdoor recreation and eco-tourism opportunities that take advantage of our natural and scenic assets”. Although this development might not be completely based on the objectives of eco-tourism the main intention of the development is to provide nature-based tourism where visitors will get to observe and appreciate the natural and scenic assets of the Valley. The applicant also intends to develop the property in a sustainable way to reduce any negative impacts on the environment and surrounding neighbourhood.

The proposed tourist cabins can also help achieve the goals of fostering a tourism industry that can support other rural businesses as set out within section 2.2, Rural area.

MPS Section 2.2 -Rural Areas Objectives

Economic Development Objective – To foster industry that increases the viability of and supports rural businesses.

Transportation Objective – To use the existing rural road network efficiently and provide opportunities for recreational trails

The proposed tourist cabins can support other rural businesses including event venues and wineries, by providing tourist accommodations. The proposed tourist cabins would also utilize the existing road network and offer excellent access to recreational trails located at the end of Forest Hill Road.

8. Summary of the Draft Development Agreement

The draft development agreement has been attached as Appendix C to this report. The main content of the proposed development agreement includes:

- Enables the development of 12 tourist cabins and an amenity building;
- Establishes maximum building footprints and heights;
- Establishes a 100-foot setback requirement along all existing lot lines;
- Requires a vegetative buffer;
- Regulates lighting and signage;
- Regulates subdivision; and,
- Permits the development of a two-unit dwelling.

9. CONCLUSION

The proposed tourist cabin development takes advantage of topography providing a view of the Gaspereau Valley while being sensitive to surrounding residential uses. As a result, Staff are forwarding a positive recommendation to Planning Advisory Committee.

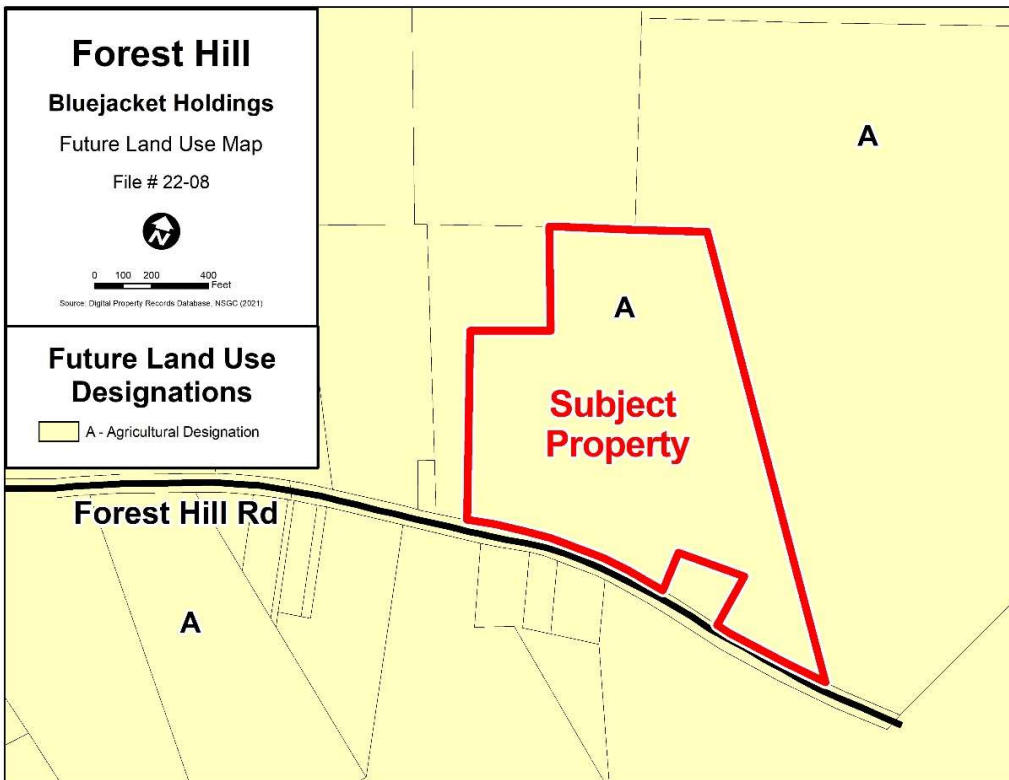
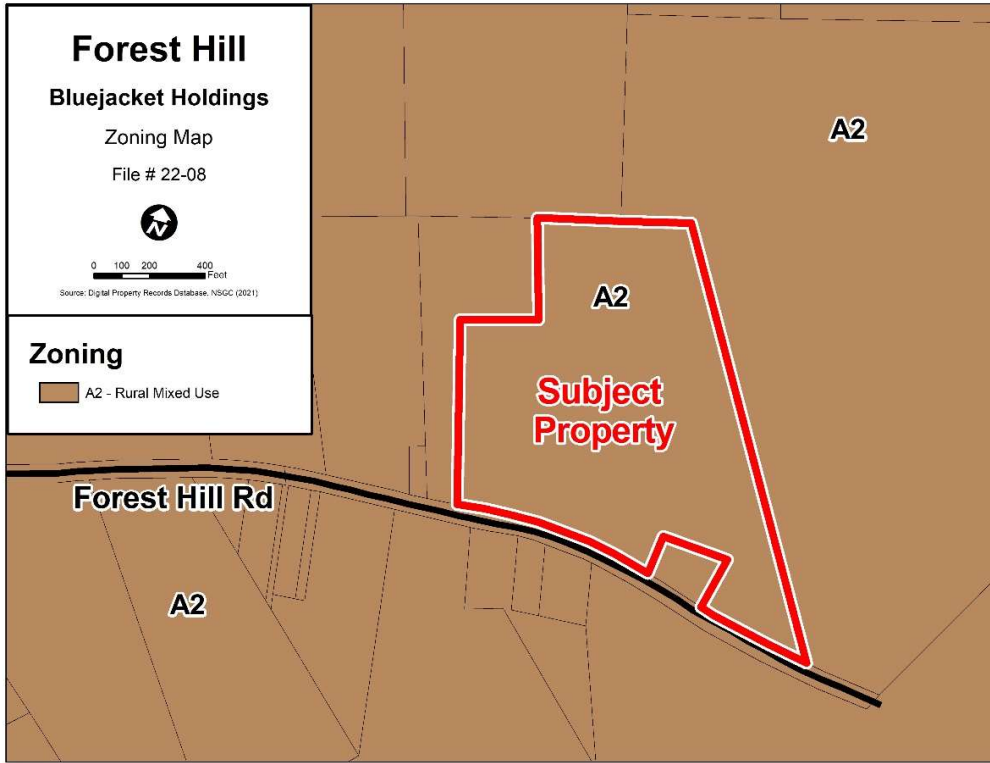
10. APPENDIXES

Appendix A – Maps

Appendix B – General Criteria

Appendix C – Draft Development Agreement

Appendix A – Maps



Appendix B - General Criteria

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 proposed development agreement is consistent with the intent of the Municipal Planning Strategy to support tourism and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposed development agreement is not in conflict with any Municipal or Provincial programs, By-laws, or regulations.
<i>c. that the proposal is not premature or inappropriate due to:</i>	
<i>i. the Municipal or village costs related to the proposal;</i>	The proposal does not involve any development costs to the Municipality.
<i>ii. land use compatibility with surrounding land uses;</i>	The proposed tourist cabins will provide adequate setbacks and buffers to prevent any negative impacts on the surrounding land uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable as no residential development is proposed.
<i>iv. the creation of any excessive traffic hazards or congestion due to road or pedestrian network adequacy within, adjacent to, and leading to the proposal;</i>	The Department of Public Works (DPW) has confirmed the adequacy of the road network and does not anticipate any issues related to access or egress.
<i>v. the adequacy of fire protection services and equipment;</i>	The subject property is located within 7 kilometres of the Wolfville Fire Department which provides fire protection services in the area. Wolfville Fire Chief has confirmed the adequacy of fire protection services.
<i>vi. the adequacy of sewer and water services;</i>	On-site sewer and water services will be required as no central services are available in this location. The development agreement requires these to be approved by the authority having jurisdiction being the provincial Department of Environment and Climate Change.
<i>vii. the potential for creating flooding or serious drainage problems either</i>	Not expected.

<p><i>within the area of development or nearby areas;</i></p>	
<p><i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i></p>	<p>The subject property is not within any wellfield protection areas. The Wolfville watershed preserve is nearby which is a protected surface water supply and recreational area. These areas fall under provincial jurisdiction. The development is not expected to have any negative impact on the watershed.</p>
<p><i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i></p>	<p>The property owner will be required to follow provincial soil erosion controls during construction enforced by NSECC.</p>
<p><i>x. negative impacts on lake water quality or nearby wetlands;</i></p>	<p>The Wolfville watershed has a water body and swamps located within it. The proposal is however not in proximity to these features.</p>
<p><i>xi. negative impacts on neighbouring farm operations;</i></p>	<p>Not expected to interfere with farm operations. There is a poultry barn, but it is positioned a minimum of 200 feet away from the subject property.</p>
<p><i>xii. the suitability of the site regarding grades, soils and geological conditions, location of watercourses, marshes, bogs and swamps, and proximity to utility rights-of-way.</i></p>	<p>The subject property is generally suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.</p>

Appendix C - Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Kenneth Rent, of Bluejacket Holdings 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 **55217939**; and

WHEREAS the Property Owner wishes to use the Property for the development of Tourist Cabins; and

WHEREAS the Property is situated within an area designated **Agricultural (A)** of the Municipal Planning Strategy, and zoned **Rural Mixed Use (A2)** on the Zoning Map of the Land Use By-law; and

WHEREAS policy **2.5.13** of the Municipal Planning Strategy and section **8.4.5 (a)** of the Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

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

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

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

PART 1 AGREEMENT CONTEXT

1.1 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Property Description

Schedule B – Site Plan

1.2 Municipal Planning Strategy and Land Use By-law

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

1.3 Definitions

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

- (a) *Development Officer* means the Development Officer appointed by the Council of the Municipality.
- (b) *Tourist Cabin* means a structure intended for overnight accommodation for the vacationing public and may include plumbing, for kitchen and/or sanitary facilities. These cabins include but are not limited to geodesic domes, teardrop style units, tunnel tents, or recreational cabins but shall not include a recreational vehicle and are not considered residential units.
- (c) *Amenity Building* means an accessory building to the tourist commercial use on the property and may include, but is not limited to, social rooms, washrooms, recreation rooms, laundry facilities and common kitchen.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Uses

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

- (a) One dwelling containing no more than two residential units;
- (b) A maximum of 12 tourist cabins having a maximum building footprint of 700 square feet and a maximum building height of 25 feet. Each cabin shall have one dedicated parking space;
- (c) An amenity building accessory to the tourist cabins having a maximum building footprint of 2,500 square feet and a maximum building height of 20 feet; and
- (d) Uses and buildings accessory to the uses listed above.

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

2.2 Setbacks

Notwithstanding the dwelling permitted in 2.1(a), all other buildings and activities on the property including, but not limited to, all tourist cabins, amenity building, accessory buildings, picnic areas, fire pits, and parking areas at least 100 feet from any property line.

2.3 Vegetation

- (a) The area within the required 100 foot setback is intended to be an area of non-activity where vegetation is permitted to grow naturally;
- (b) Nothing in this Agreement shall prevent the Property Owner from planting additional vegetation within the required setback;
- (c) Nothing in this Agreement shall prevent the removal of damaged or diseased vegetation.

2.4 Appearance of Property

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

2.5 Subdivision

Subdivision of the property shall be permitted in accordance with the requirements of the Rural Mixed Use (A2) Zone for newly created lots intended for development of underlying zone uses. The uses enabled within this Agreement, notwithstanding any permitted dwellings, shall be contained on a lot meeting the requirements of the Commercial Recreation (P1) Zone. Any lot lines in existence on the registration date of this Agreement shall be subject to the 100 foot setback specified in this Agreement. Any new lot lines shall be subject to the requirements of the Commercial Recreation (P1) Zone

2.6 Erosion and Sedimentation Control

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

2.7 Lighting

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

2.8 Servicing

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

2.9 Signs

- (a) Signage on the Property shall be limited to one Ground sign, not exceeding 60 square feet in sign area, and a sign height of 15 feet;
- (b) Signage shall not be located in a way that obstructs the sight lines at the driveway entrance/exit;
- (c) Internally illuminated signs are prohibited; and
- (d) The Property Owner shall obtain a development permit from the Development Officer prior to the installation of the ground sign.

PART 3 CHANGES AND DISCHARGE

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

3.2 The following matters are substantive matters:

- (a) the uses enabled on the property by this Agreement as listed in Section 2.1 of this Agreement;

Uses and structures permitted by the underlying zoning on the Property shall not require any amendment to this Agreement.

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

- (a) the road authority for the purpose of creating or expanding a public street over the Property;
- (b) the Municipality for the purpose of creating or expanding open space within the Property;
or
- (c) a member of the public for the purposes of the development of a lot created from the Property in accordance with section 2.5 of this Agreement

registration of the deed reflecting the conveyance shall be conclusive evidence that this Agreement shall be discharged as it relates to the public street, open space or new lot, 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 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) 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, either not commenced development or ceased operation for a period of at least twenty-four (24) months; or,
- (b) at any time upon the written request of the Property Owner, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.5 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 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 60 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;

PART 5 COMPLIANCE

5.1 Compliance with Other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any

Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

- (b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

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

5.4 Onus for Compliance On Property Owner

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

5.5 Breach of Terms or Conditions

Upon breach of any term or condition of this Agreement, the Municipality may notify the Property Owner in writing. In the event that the Property Owner has not cured any such breach or entered into arrangements with the Municipality related to such breach to the Municipality's satisfaction, acting reasonably, within six (6) months of such notice then the Municipality may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may enter the land and perform any of the terms contained in the Development Agreement, or take such remedial action as is considered necessary to correct a breach of the Agreement, including the removal or destruction of anything that contravenes the terms of the Agreement and including decommissioning the site. It is agreed that all reasonable expenses, whether arising out of the

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

5.6 Development Agreement Bound to Land

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

5.7 Assignment of Agreement

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

5.8 Costs

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

5.9 Full Agreement

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

5.10 Severability of Provisions

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

5.11 Interpretation

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

THIS AGREEMENT shall 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

KENNETH RENT, BLUEJACKET HOLDINGS INC.

In the presence of:

Witness

Kenneth Rent

Date

DRAFT

Schedule A – Property Description

(Taken from Property Online – December 2022)

Parcel Description:

ALL that lot of land and premises situate at Forest Hill, in the County of Kings, Province of Nova Scotia, bounded and described as follows:

ON the North by lands formerly of Sidney Rutherford and by lands formerly belonging to Leander Davison;

ON the East by lands formerly belonging to Leander Davison;

ON the South by lands belonging to the Town of Wolfville, in the County of Kings aforesaid; and

ON the West by lands of James Lightfoot.

CONTAINING 60 acres, more or less.

SAVING AND EXCEPTING THEREOUT AND THEREFROM the following:

- 1.Those lands conveyed by Axmoth Davison et ux Lottie Davison to Ivon Davison by Deed dated March 30, 1935 and recorded in the Kentville Registry of Deeds Office in Book 155 at Page 116 on August 30, 1935;
- 2.Those lands conveyed by Axmouth Davison et ux Lottie Davison to Athlton Davison by Deed dated December 29, 1949 and recorded in the Kentville Registry of Deeds Office in Book 181 at Page 698 on the 26th day of January, 1953;
- 3.Those lands conveyed by Axmouth Davison et ux Lottie Davison to Town of Wolfville by Deed dated July 17, 1957 and recorded in the Kentville Registry of Deeds Office in Book 190 at Page 342 on July 25, 1957;
- 4.Those lands conveyed by Axmouth Davison et ux Lottie Davison to Ashley Davison and Bertha Jannett Davison, his wife, by Deed dated April 26, 1966 and recorded in the Kentville Registry of Deeds Office in Book 250 at Page 11 on June 7, 1966;
- 5.Those lands conveyed by Axmouth Davison et ux Lottie Davison to Keith R. Davison by Deed dated May, 1967 and recorded in the Kentville Registry of Deeds Office in Book 260 at Page 682;
- 6.All those remainder lands lying to the South of Forest Hill Road.

BEING AND INTENDED TO BE the remainder lands as described in Document 114042220, lying to the North of Forest Hill Road.

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

Not Subject To:

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

DRAFT

PID 55218671

PID 55217913

PID 55217939

PID 55219018

PID 55218010

30.5

30.5

30.5

30.5

DEVELOPMENT LIMIT

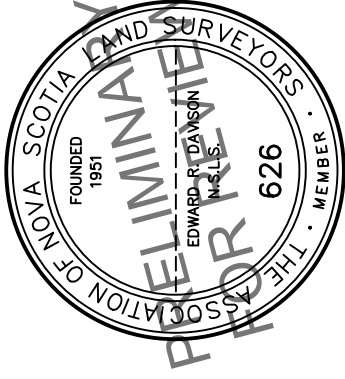
DEVELOPMENT AREA

DEVELOPMENT LIMIT

CENTRELINE

FOREST HILL ROAD

ZONE 5 - CM 64°30'W
NAD83(CSRS) - 2010.0 V6



**SKETCH SHOWING LANDS OF
BLUEJACKET HOLDINGS INC.**
FOREST HILL ROAD, FOREST HILL
KINGS COUNTY, NOVA SCOTIA



SCALE : 1/2,500 (METRIC)

DATE: DECEMBER 15, 2023

DWG: 22-088-60

B. DAVISON
Surveying & Engineering Ltd.

1037 Avonview Drive, Hants Border, NS, B0P 1P0
p:902-352-2185 f:902-352-2186 c:902-240-9180
www.bdse.ca busterdavison@eastlink.ca