

Municipality of the County of Kings Report to the Planning Advisory Committee

Application for a Development Agreement to permit additional residential units in dwellings under construction on Aldershot Road (PID: 55046056), North Kentville

(File #23-09)

March 12, 2024

Prepared by: Planning and Development Services

Applicant	Caleb Howden
Land Owner	YL Oilers Holding Corporation
Proposal	Development Agreement to permit additional residential units
Location	Aldershot Road (PID: 55046056), North Kentville
Lot Area	1.49 Acres (64,904 sq. feet)
Designation	Residential
Zone	Residential Mixed Density
Surrounding Uses	Residential uses
Neighbour Notification	87 notification letters were sent to property owners within 500 feet of the subject property.

1. PROPOSAL

Caleb Howden on behalf of YL Oilers Holding Corporation has submitted an application to enter into a development agreement to permit the conversion of proposed attic spaces of four multi-unit dwellings currently under construction on the subject property located at Aldershot Road, North Kentville into additional residential units. The multi-unit dwellings currently under construction contain 8 units each, the development agreement would enable the applicant to add an additional 4 units to each dwelling resulting in 16 additional residential units and a total of 48 units on the subject property.

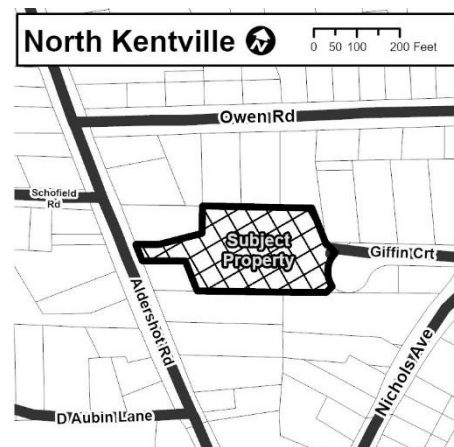


Figure 1: Subject Property

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 16 additional residential units within 4 approved multi-unit dwellings on the property located at Aldershot Road (PID: 55046056), North Kentville which is substantively the same (save for minor differences in form) as the draft set out in Appendix F of the report dated March 12, 2024.

4. BACKGROUND

YL Oilers Holding Corporation purchased the subject property in 2021 intending to construct multi-unit dwellings. Four multi-unit dwellings sharing a common underground parking structure are currently under construction on the subject property. The dwellings were initially proposed to be two-storey structures with an attic space, containing 8 units each for a total of 32 residential units on the property. The applicant, however, submitted an application for a development agreement in August 2023 requesting to permit the conversion of the attic spaces of the dwellings into additional residential units. This would lead to the addition of 4 residential units to each dwelling resulting in a total of 48 units on the subject property. Each multi-unit dwelling has a separate entrance which can be accessed via Aldershot Road or Giffin Court. Parking for the units is proposed in the common basement and a few visitors and barrier-free parking spaces are provided at grade near the two entrances. The dwellings can also be accessed via the common basement through staircases and elevators, however, vehicular access to the basement is only provided from Aldershot Road.

The subject property is located within the Residential Mixed Density (R3) Zone which permits a variety of residential uses and a few non-residential uses. The applicant's initial proposal to build 32 residential units within 4 multi-unit dwellings is permitted as of right on the subject property, however, the proposal to add an additional 16 units can only be considered through a development agreement.

5. SITE INFORMATION

The subject property is located within the Growth Centre of North Kentville and has a lot area of 1.49 acres. As mentioned previously, the property has two frontages, one on Aldershot Road measuring approximately 41 feet and the other on Giffin Court measuring approximately 85 feet. From Aldershot

Road, the 41-foot-wide entry gradually widens over a span of 100 feet, forming a brief accessway before revealing the main developable area of the site. The Department of Public Works requires the applicant to share this accessway with property owners on either side of the access. The majority of the developable area has been excavated to lay out the foundation and basement. Retaining walls run along the south, southeast and north boundaries of the property. Stormwater tanks and drains for the development were installed in 2022. Vegetation on the property was scarce and was cleared for construction. The proposed design includes landscaped green spaces with walkways, park benches, outdoor recreation spaces etc.

The neighbouring properties are also in the same zone as the subject property and are developed primarily with residential one unit dwellings. Residential Multi-unit (R4), Residential One and Two Unit (R2), Institutional (I1), Mixed Commercial Residential (C3), General Commercial (C1) Zones and the Town of Kentville are also found within proximity.



Figure 2: View of the Subject Property

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. A PIM was held on October 24, 2023, at the Council Chambers of the Municipal Administration Building. Ten members of the public were present at the meeting. A recording of the presentation was also made and uploaded to the municipal website and it has been available for viewing since that time.

A total of 87 property owners within 500 feet of the subject property were notified of the planning application and the associated meeting via letter mail. An advertisement was also placed in the October 17, 2023, edition of the *Valley Journal Advertiser* providing details about the PIM.

Most of the concerns and questions received during the meeting were regarding the potential increase in traffic, emergency access and potential changes to the property values in the neighbourhood as a result of this development. Questions and concerns regarding access, parking, water supply, garbage collection, stormwater runoff, types of units provided, whether the units would be pet-friendly, population increase in the area as a result of the development, and the impact of the proposed development on a quiet neighbourhood were also received during the meeting.

7. POLICY REVIEW

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 4.5.5 of the LUB states that,

Section 4.5.5 Uses Considered by Development Agreement Pursuant to the Municipal Planning Strategy, the uses noted below may be considered by Development Agreement within the Residential Mixed Density (R3) Zone.

(d) High density residential development and new or expanded mini-home parks in accordance with policy 3.1.10 of the Municipal Planning Strategy

A residential development is considered high density if it exceeds the density permitted within the Residential Multi-unit (R4) Zone, which is set at approximately 24 units per acre. In this case, the density of the proposed development, with 48 units on 1.49 acres, is greater than the density permitted within the Residential Multi-unit (R4) Zone and is therefore considered a high density development.

7.2 Enabling Policy

Policy 3.1.10 of the MPS enables the council to consider entering into a development agreement to permit high density residential development in all zones within the Residential Designation. An amendment to this policy was approved by the Council at its session on February 6, 2024. The amendment has been forwarded to the Provincial Director of Planning for review, as a result, currently both the original and the amended policy are in effect. The original policy is attached in Appendix D of this report and the amended policy is as follows:

Council Shall

Policy 3.1.10 consider only by development agreement proposals for residential development that exceeds the permitted density or height permitted under the Land Use By-law in the Residential Designation. In evaluating such development agreements, Council shall be satisfied that:

(a) the proposal has frontage on or near a collector road;

The proposed development has two frontages, one on Aldershot Road which is a collector road and the other on Giffin Court which is a local road.

(b) the design, scale and location of buildings is sensitive to surrounding land uses;

The scale and design of the building are not expected to change drastically with the addition of the 16 units. The initial proposal for 32 units which was permitted as-of-right within the zone was proposed to be contained within four multi-unit dwellings reaching a height of just over 31 feet. The additional units are proposed to be located within the attic spaces of the four approved dwellings which will result in a

slight increase in the height (32 feet 6 inches) without any change to the other dimensions, design or location of the buildings. This change in height would still meet the height requirement of the underlying zoning which permits a maximum height of up to 35 feet. Staff believe the design provides an appropriate transition to the surrounding areas, the proposed design instead of concentrating all the units within a single structure breaks down the development into four separate multi-unit dwellings with amenity spaces provided between the buildings. The façade details shown on the elevation drawing also indicate a vernacular style which is expected to be sensitive to the neighbourhood character.

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

Based on the area (1.49 acres) of the subject property the applicant could have developed up to 32 units (which was the initial proposal) without requiring a development agreement. The need for the development agreement emerged with the applicant proposing to add 16 additional units to the proposed development resulting in 48 units. As mentioned earlier, this addition would not result in any substantial changes to the initial design, scale or location of the buildings. A rezoning option to the higher density Residential Multi-unit (R4) Zone was explored, however, this is not possible as 48 units would still require approximately 1.98 acres in the Residential Multi-unit (R4) Zone. The draft development agreement is attached in Appendix E of this report.

(d) the proposal meets the general development criteria set out in section 5.3 Development Agreements and Amending the Land Use By-law.

This is explained in detail in section 7.4 and in Appendix E.

7.3 Supporting Policies

The proposed development will be located within the Growth Centre of North Kentville and will be consistent with Council's intention to concentrate new developments within the Growth Centres in order to protect the rural and agricultural areas. This intention is outlined within various sections of the Municipal Planning Strategy (MPS) which are stated below:

Section 1.1 Vision, the Vision Statement on Settlement, one of the key priorities states *"Concentrate new commercial and residential development, including mixed uses, in the Growth Centres with clearly defined boundaries"*

Section 2.1 Growth Centres, the objective related to the theme of agriculture/ rural areas and natural areas states *"To protect agricultural land and rural character by directing development to clearly defined Growth Centres"*

Section 3.1 Residential Designation, the objective related to the theme of agriculture/ rural areas and natural areas states *"To discourage urban developments in rural areas by providing a variety of development opportunities within Growth Centres"*

Within the Growth Centre, the development can make efficient use of the existing Municipal sewer infrastructure and the water supply from the Town of Kentville. This will be consistent with Council's intention to maximise infrastructure efficiencies by directing development to Growth Centres. The following objectives outline this intention:

Section 2.1 Growth Centres, the objective related to the theme of Settlement states *"To provide a wide range of urban development and business opportunities supported by cost-effective municipal services"*

Section 2.3 Infrastructure, the objective related to the theme of settlement states *"To make use of existing infrastructure located within Growth Centres"*

The proposed development has frontage on Aldershot Road, which is the main transportation corridor in the area, permitting a higher density development on this corridor would be consistent with Council's visions related to transportation. Enabling this development in the proposed location can help maximise the efficiency of the existing transportation infrastructure and can also aid in creating compact complete communities. The relevant objectives supporting this intention are stated below:

Section 2.1 Growth centres, objective related to the theme of transportation *"To promote the development of compact, complete communities with accessible and active transportation options"*

Section 2.3 Infrastructure, objective related to the theme of transportation *"To efficiently use transportation infrastructure by encouraging greater development densities along transit routes and major transportation routes"*

Section 3.1 Residential Designation, objective related to the theme of transportation states *"To encourage higher-density development adjacent to main transportation corridors"*

With regard to housing, section 1.1 Vision, one of the settlement priorities states *"Enable and encourage a diversity of housing throughout the region"*. The proposed development will be consistent with this vision as it would help create additional housing options and would also help increase housing stock in the region. The intention is also mentioned within section 3.1 Residential Designation where the objective related to the theme of healthy communities states *"To provide a wide range of housing choices, including affordable housing"*. Further to this, the settlement priority within the same section also 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"*. This objective also summarises the other intents mentioned above.

7.4 General Policies

Section 5.3.7 of the Municipal Planning Strategy (By-law #105) contains various criteria to be used when assessing a planning application. 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. There are no costs to the Municipality because of the proposed development and the development is compatible with the surrounding land

uses. There are adequate services to support the development and there are no concerns regarding traffic hazards/ congestion or pollution. These criteria are reviewed in detail in Appendix E.

8. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The draft development agreement has been attached in Appendix F of this report. The main content includes:

- Enables four multi-unit dwellings containing 12 units per dwelling
- Regulates the height and location of the dwellings
- Requires the provision of amenity spaces between the buildings

9. CONCLUSION

The proposed development is in keeping with the intent of the Municipal Planning Strategy including the general criteria for all development agreements. The proposal would help create additional housing within the region and increase the efficiency of the existing infrastructure. As a result, Staff are forwarding a positive recommendation to the Planning Advisory Committee.

10. APPENDICES

Appendix A – Zoning and Future Land Use Maps

Appendix B – Photographs of the Site

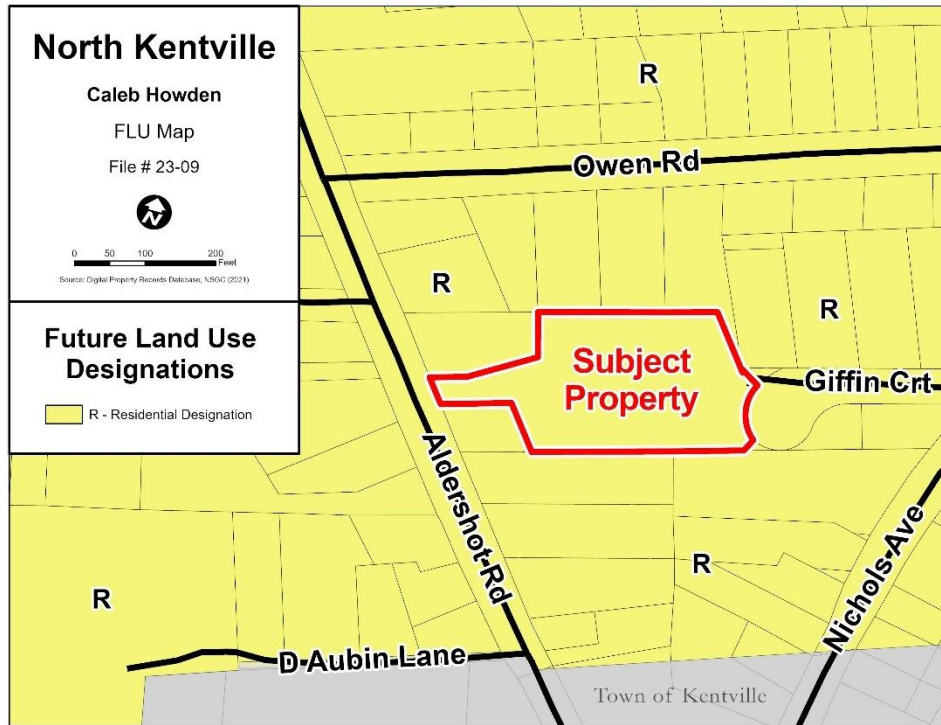
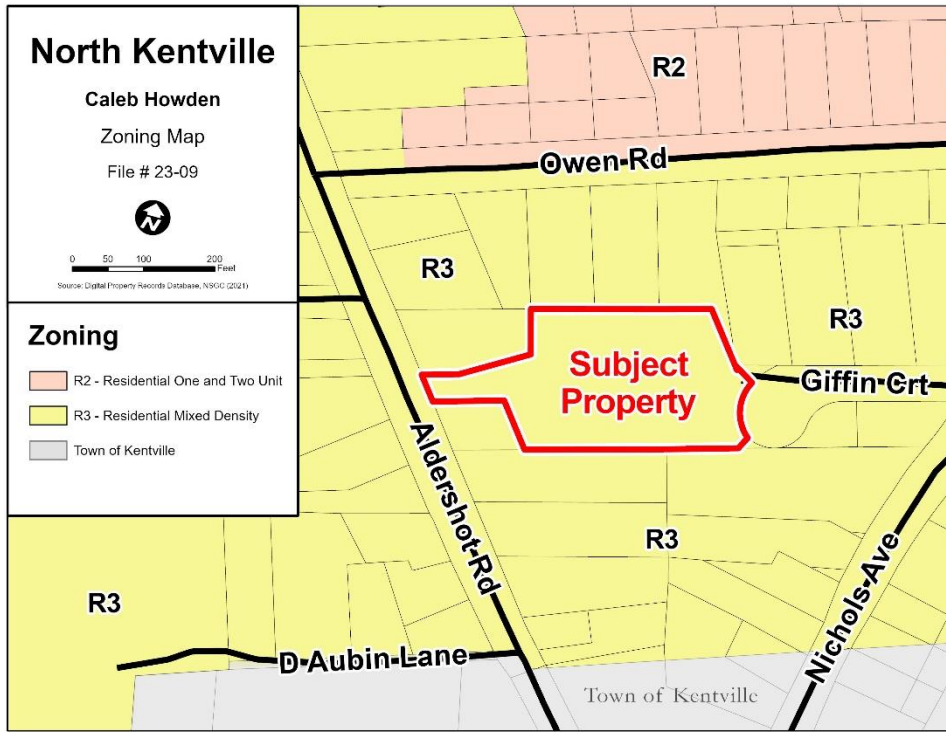
Appendix C – Elevation Drawings

Appendix D – Policy 3.1.10 Original

Appendix E – General Criteria for Development Agreements and Amending the Land Use By-Law

Appendix F - Draft Development Agreement

Appendix A-Zoning and Future Land Use Maps



Appendix B – Photographs of the Site



Access from Aldershot Road and neighbouring dwelling to the north of the access



Neighbouring dwellings to the south of the access



Southwest view

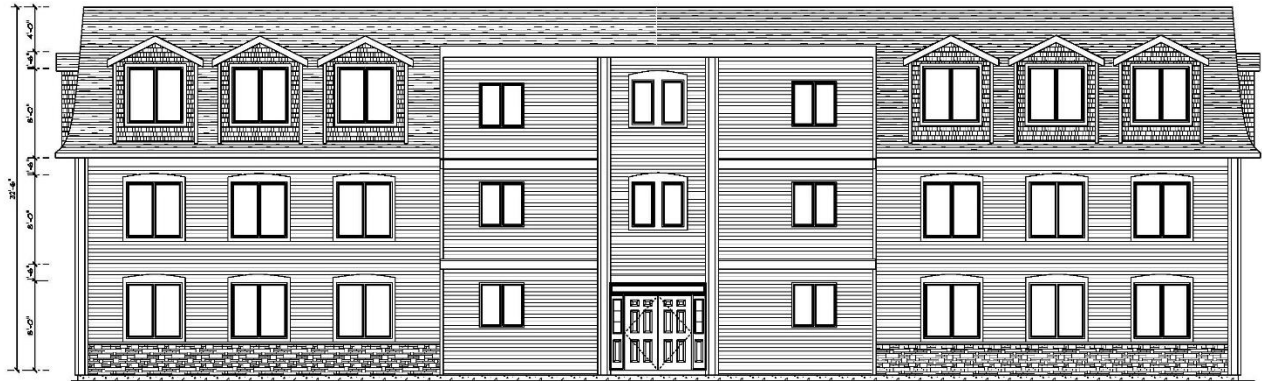


View of the North side

Appendix C – Elevation Drawings



8-unit front elevation, Height: 31'1"



12-unit front elevation, Height: 32'6"

Appendix D – Policy 3.1.10 Original

Council Shall

Policy 3.1.10 *consider only by development agreement proposals for high-density residential development and new mini-home parks or expanded mini-home or mobile-home parks in the Residential Designation. In evaluating such development agreements, Council shall be satisfied that:*

(a) the proposal for a new mini-home park or high-density development has frontage on a collector road;

This has been addressed in section 7.2 of the report

(b) access to a proposal for a new mini-home park or high-density development is not through any low-density neighbourhoods;

The property can be accessed via Aldershot Road or Giffin Court. Aldershot Road is a main transportation corridor which according to the MPS is intended for greater development densities. The neighbourhood around Giffin Court, while developed with low density, is located in the same zone as the subject property and therefore cannot be classified as a low density neighbourhood.

(c) the design, scale and location of buildings is sensitive to the character of and provides an appropriate transition to the surrounding areas;

Addressed in section 7.2

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

Addressed in section 7.2

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

Addressed in section 7.2

Appendix E – General Criteria

General Development Agreement Criteria 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 proposed development agreement is consistent with the intent of the Municipal Planning Strategy and the applicable goals, objectives and policies contained within the Municipal Planning Strategy.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	The proposal 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 residential development will be compatible with the surrounding residential land uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	The development is within proximity to school, recreation and other community facilities.
<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 has confirmed the adequacy of the road network and did not indicate any concerns regarding traffic hazards or congestion.
<i>v. the adequacy of fire protection services and equipment;</i>	Kentville Fire Chief has indicated that fire services and equipment are adequate to service the development.
<i>vi. the adequacy of sewer and water services;</i>	A 200mm Sewer Line and Manhole were constructed as part of the project in 2022. The Municipal Engineering Department has no concerns with the additional 16 units being added to this system. The Town of Kentville has confirmed the adequacy of water services to support the proposed development.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	The Municipal Engineering Department has confirmed that the addition of 4 units per building will have no impact on the management

	of stormwater and that the original design for stormwater management remains adequate.
<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	The property is not located within any identified wellfield protection overlay.
<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	The property owner will be required to follow provincial soil erosion controls during any construction which are enforced by NSECC.
<i>x. negative impacts on lake water quality or nearby wetlands;</i>	The property is not located within proximity to any lakes or wetlands.
<i>xi. negative impacts on neighbouring farm operations;</i>	There are no farms in proximity to the subject property.
<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>	The subject property is generally suitable in terms of grades, soils, geological conditions, and proximity to natural features and rights-of-way.

Appendix F – Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

YL OILERS HOLDING CORPORATION, of Kentville, 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 55046056; and

WHEREAS the Property Owner wishes to use the Property for multi-unit residential uses; and

WHEREAS the Property is situated within an area designated Residential on the Future Land Use Map of the Municipal Planning Strategy, and zoned Residential Mixed Density (R3) on the Zoning Map of the Land Use By-law; and

WHEREAS policy 3.1.10 of the Municipal Planning Strategy and section 4.5.5 (d) 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.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) Four multi-unit dwellings containing no more than twelve (12) residential units per dwelling in the locations labelled as Building A, B, C and D on Schedule B Site Plan; and the maximum height of the dwellings shall be limited to 40 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.

2.2 Site Plan

All uses enabled by this Agreement on the Property shall be developed generally in accordance with Schedule B, Site Plan.

2.3 Appearance of Property

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

2.4 Subdivision

No alterations to the lot configuration that would result in a reduced lot area are permitted.

2.5 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.

2.6 Amenity Spaces

The area identified on Schedule B, Site Plan as AMENITY SPACE shall serve as amenity space. The property owner is expected to provide amenities including but not limited to seating areas, dining areas, landscaping etc.

2.7 Vegetation

The areas identified on Schedule B, Site Plan as VEGETATION shall be landscaped with a mixture of grass, flower beds, shrubs, trees or other permeable surfaces.

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 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.

2.10 Solid Waste

Garbage shall be stored in a designated, enclosed area within the main building until pickup. The property owner shall be responsible for collaborating with the authority responsible for garbage collection services in the area for the timely pickup and disposal of solid waste from the property.

PART 3 CHANGES AND DISCHARGE

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

3.2 The following matters are substantive matters

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

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

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

registration of the deed reflecting the conveyance shall be conclusive evidence that 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 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, 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 Record Drawings

- (a) 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.
- (b) Record drawings for stormwater management shall be submitted to the Development Officer prior to any occupancy.

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;
- (b) Development as provided in Part 2 of this Agreement shall commence not later than twenty-four (24) 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 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 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 on 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

YL OILERS HOLDING CORPORATION

In the presence of:

Witness

Benjamin Howden

Date

Witness

Carol Howden

Date

Schedule A – Property Description

(Source: Property online, accessed November 2023)

Registration County: KINGS COUNTY

Street/Place Name: ALDRSHOT ROAD /NORTH KENTVILLE

Title of Plan: PLAN OF S/D LOT 2020-1 LAND OF DONNA MARIE TAYLOR MILLETT REMAINING LANDS
PARCEL C TO BE ADDED TO LOT 6 LAND OF DONNA MARIE TAYLOR MILLETT TO FORM LOT 2020-2
ALDRSHOT RD NORTH KENTVILLE

Designation of Parcel on Plan: LOT 2020-2

Registration Number of Plan: 117526195

Registration Date of Plan: 2020-11-27 14:55:15

*** 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: 2020

Plan or Document Number: 117526195

Schedule B – Site Plan