



Municipality of the County of Kings

Report to the Planning Advisory Committee

Application for a development agreement to permit an addition to an existing dwelling that is considered a non-conforming use at 331 Tupper Road, North Kentville (PID 55047500) (File 21-26)

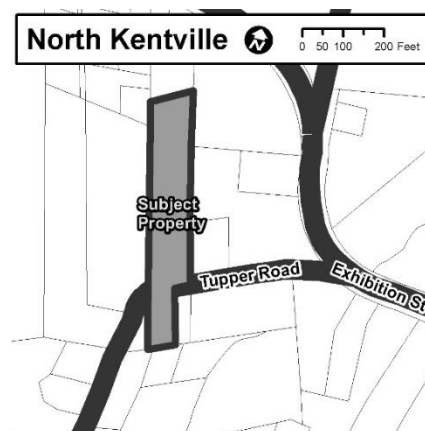
April 12, 2022

Prepared by: Planning Staff

Applicant	Amy Atwell
Land Owners	Amy Marie Josephine Atwell
Proposal	Residential addition to a non-conforming dwelling
Location	331 Tupper Road, North Kentville (PID 55047500)
Lot Area	1.3 acres or approximately 58,065 square feet
Designation	Residential (R) Designation
Zone	Residential One and Two Unit (R2) Zone
Surrounding Uses	Residential
Neighbour Notification	Staff sent notification letters to the 34 land owners within 500 feet of the subject property

1. PROPOSAL

Amy Atwell has applied for a development agreement to permit an addition to the existing dwelling at 331 Tupper Road in North Kentville. Under the Land Use By-law within the Residential one and Two Unit (R2) Zone where the subject property falls, residential uses such as dwellings require public road frontage. The subject property does not have public road frontage, making the house a non-conforming use. Non-conforming uses are limited in their ability to expand and be redeveloped. In this case the property can be considered for expansion or redevelopment with a development agreement.



2. OPTIONS

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

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

3. STAFF RECOMMENDATION

Staff recommends 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 the expansion of a non-conforming dwelling at 331 Tupper Road, North Kentville (PID 55047500) which is substantively the same (save for minor differences in form) as the draft set out in Appendix D of the report dated April 12, 2022.

4. BACKGROUND

The applicant acquired the property through their family in 2021 and requested a permit from the Municipality to renovate and add a new kitchen and living space on the back of the dwelling. The Municipality was unable to issue a permit for the addition because residential uses within the Residential One and Two Unit (R2) Zone require public road frontage and the subject property does not have public road frontage. This means the house on the property is a non-conforming use. Non-conforming uses are limited in their ability to expand and be redeveloped as-of-right. In this case, the dwelling is limited to an expansion of 25% of the dwelling's footprint. The existing footprint is 588 square feet and the proposed addition is 378 square feet, which is larger than the 25% allowance as-of-right. The Municipal Planning Strategy enables a development agreement for these situations in an attempt to consider any site-specific details. The proposed addition is in the large rear yard, which is over an acre in size.



Figure 1 - existing dwelling 331 Tupper Road (private right-of-way)

5. INFORMATION

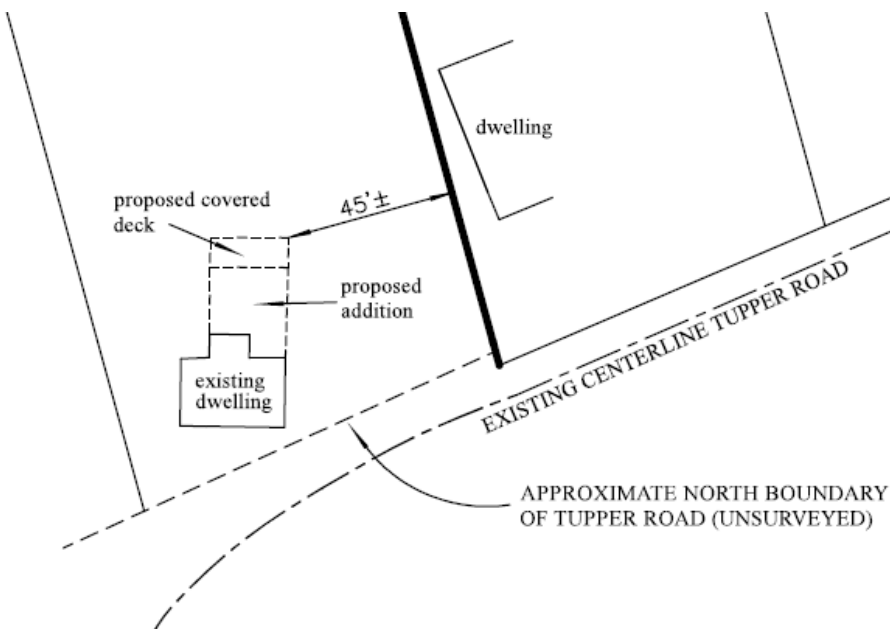
5.1 Road Information

The subject property is located on Tupper Road, which does not meet the definition of either a public road or a private road. Tupper Road is a non-public right-of-way. The travelled way crosses over several privately owned properties, including the applicant's. The road is not owned publicly, but is maintained by the province. Tupper Road includes Town of Kentville owned central water service, and the Municipality of the County of Kings owned central sewer service and streetlights.

There are other existing dwellings located on Tupper Road are considered non-conforming because Tupper Road is not a public road. Public road frontage is a requirement for residential uses in the Residential One and Two Unit (R2) Zone.

5.2 Site Information

The subject property and the surrounding neighbourhood are located in the Residential One and Two Unit (R2) Zone. The subject property is 1.3 acres in size and includes land on both sides of Tupper Road. The majority of the land is located to the north of the road and contains the dwelling. The portion to the south of Tupper Road is vacant. The front of the existing dwelling is close to the traveled portion of the right of way. The the image below illustrates the proposed addition. The addition is located in the rear yard, which is wooded, and approximately 450 feet in depth.



5.2 Public Information Meeting

Council's Planning Policy PLAN-09-001 does not require a Public Information Meeting (PIM) for this type of planning application because the nature of the use is not changing. Notification letters were sent to 34 properties within 500 feet of the property. Staff heard from three landowners within the neighbourhood. All neighbours were supportive and had no concerns with the proposed addition.

6. POLICY REVIEW – DEVELOPMENT AGREEMENT

Residential One and Two Unit (R2) Zone

MPS 3.1.2 Residential One and Two Unit (R2): lands located in these zones are intended to maintain existing residential areas while encouraging energy efficiency and providing opportunities for infill development primarily on roads located on the periphery of Growth Centres. These zones are intended to consist primarily of one and two unit dwellings;

The subject property contains a one unit dwelling within the Residential One and Two Unit (R2) Zone which is intended to accommodate one and two unit dwellings

Land Use By-law – Development Agreement

This proposal can be considered by development agreement, as enabled in Section 14.7.5 (a) of the LUB. This section of the LUB lists the uses that can be considered by development agreement regarding expanding non-conforming uses.

“LUB 14.7.5 Expansion of Non-conforming Uses and Structures

(a) Extension, enlargement, alteration of a non-conforming use in a structure, the reconstruction of a non-conforming structure or the extension of a non-conforming use of land in accordance with policy 3.0.3 of the Municipal Planning Strategy.

Municipal Planning Strategy

The proposed addition uses an existing dwelling in an area with central sewer and water infrastructure. The development of land in areas with this type of infrastructure is consistent with the goals and objectives of the MPS section 2.1 Growth Centers. These locations help to direct development away from agricultural land and can contribute to the efficient use of public infrastructure and complete communities with more transportation options.

Enabling Policy and Criteria

Policy 3.0.3 of the Municipal Planning Strategy allows Council to consider alterations to non-conforming uses by development agreement. This policy allows Council to consider the requested building expansion at 331 Tupper Road.

“MPS 3.0.3 consider only by development agreement the expansion, alteration or reconstruction of a non-conforming use in a structure, the reconstruction of a non-conforming structure or the extension of a non-conforming use of land in all designations. In evaluating such development agreements, Council shall be satisfied that:

- (a) the use will not adversely affect adjacent land uses;*
- (b) adequate buffering, setback or separation distances are maintained to reduce visual and other impacts on surrounding uses;*
- (c) the expanded use is not obnoxious by virtue of noise, odour, dust, vibration, smoke or other emission;*
- (d) adequate provision is made for the acceptable maintenance and appearance of the expansion; and*

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

The location of the proposed addition exceeds the minimum setbacks in the rear yard and side yards for the Residential One and Two Unit (R2) Zone. As a result, the adjacent land uses are not adversely impacted and additional buffering is not required. The proposal does not introduce any emission, noise or dust, and the development agreement includes a maintenance/appearance condition.

General Criteria - Development Agreement

Section 5.3.7 of the Municipal Planning Strategy provides several general criteria that apply to any planning application for a development agreement or amendment. These criteria are satisfied in this case because the application does not involve any financial impact on the Municipality, and it is consistent with the intent of the Residential designation and purpose of the Residential One and Two Unit (R2) Zone. The proposed development is also compatible with the surrounding land uses and does not generate traffic concerns as it is enlarging the living area of an existing dwelling. The full list of these criteria is reviewed in more detail as Appendix C.

7. SUMMARY OF DRAFT DEVELOPMENT AGREEMENT

The draft development agreement has been attached as Appendix D to this report. The main content of the development agreement enables the land owner to expand the dwelling with an addition into the area functioning as the rear yard. Other conditions include ensuring lighting is directed on the property and that the structure be kept in good maintenance. The development agreement does not serve to remove the non-conforming status or otherwise legalize the dwelling since the lack of public road frontage is the condition that makes the dwelling non-conforming. Should the road be converted to a public road, based on the positioning of the dwelling on the subject property very close to the right-of-way, it would be a non-conforming structure since the setbacks would most likely be deficient.

8. CONCLUSION

The development agreement recognizes the non-conforming status and permits a reasonable expansion on the back of the existing non-conforming dwelling where a large rear yard can accommodate the addition. The proposal meets the specific and general Development Agreement criteria and staff received supportive comments from the surrounding community. As a result, a positive recommendation is being made to the Planning Advisory Committee.

9. APPENDICES

Appendix A: Site Plan + Maps

Appendix B: Public Comments

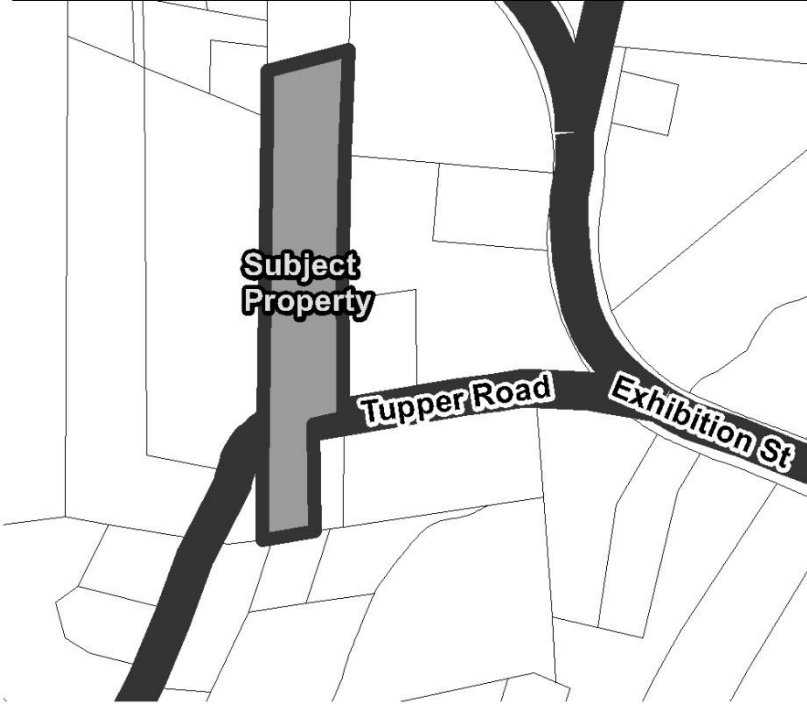
Appendix C: General Development Agreement Criteria

Appendix D: Draft Development Agreement

Appendix A: Site Plan + Maps

SURVEYOR'S LOCATION CERTIFICATE	
<p style="text-align: center;">PID-55047534 LANDS OF JESSIE MARGARET GAUDETTE & HEATHER JEAN GOLLOGLY</p> <p style="text-align: center;">PID-55047500 LANDS OF AMY MARIE JOSEPHINE ATWELL</p> <p style="text-align: center;">PID-55047492 LANDS OF VELMA CORBIN & CHAD CORBIN</p> <p style="text-align: center;">PID-55058028 LANDS OF NORMAN A. POWER & ANNIE POWER</p> <p>dwelling</p> <p>proposed covered deck</p> <p>45' ±</p> <p>proposed addition</p> <p>existing dwelling</p> <p>EXISTING CENTERLINE TUPPER ROAD</p> <p>APPROXIMATE NORTH BOUNDARY OF TUPPER ROAD (UNSURVEYED)</p> <p>APPROXIMATE WEST BOUNDARY</p> <p>GRID NORTH</p> <p>NOTE: OTHER IMPROVEMENTS AND BUILDINGS MAY EXIST ON THE SUBJECT PARCEL. NO FIELD SURVEY HAS BEEN UNDERTAKEN TO DETERMINE THEIR LOCATION OR TO VERIFY THE EXISTENCE OF ENCROACHMENTS, OTHER THAN THOSE SHOWN.</p> <p>⊙ = CALCULATED POINT ⊙ = SURVEY MARKER (FOUND) IP (FD) = IRON PIPE (FOUND) C = CALCULATED D = DEED M = MEASURED P = PLAN — = NOT TO SCALE</p>	
<p>NOTE: 1) THIS SURVEYOR'S LOCATION CERTIFICATE SHALL NOT BE USED FOR BOUNDARY DEFINITION OR AS A REFERENCE DOCUMENT FOR THE PREPARATION OF LEGAL DESCRIPTIONS.</p> <p>2) CLEARANCES ARE DEFINED TO A TOLERANCE OF 3'.</p> <p>3) FIELDWORK WAS PERFORMED ON DECEMBER 20, 2021.</p> <p>4) TIES ARE SHOWN TO SIDING.</p>	<p>SCALE: 1" TO 50'</p> <p>I, H. Kirk Hicks, Nova Scotia Land Surveyor, hereby certify that this surveyor's location certificate was prepared under my supervision and in accordance with Land Surveyors Act, Regulations and Standards made there under.</p> <p>DATED DECEMBER 20, 2021</p> <p><i>H. Kirk Hicks</i> N.S.L.S.</p>
<p>CERTIFIED TO: AMY MARIE JOSEPHINE ATWELL</p>	
<p>RE: LANDS OF AMY MARIE JOSEPHINE ATWELL 331 TUPPER ROAD NORTH KENTVILLE KINGS COUNTY, NOVA SCOTIA</p>	
<p>DOCUMENT REFERENCE: REFER TO PROPERTY ON LINK PID-55047500. ALSO, REFER TO PLAN BY H. KIRK HICKS TITLED PLAN SHOWING LANDS OF NORMAN POWER - PARCEL "A" AND LANDS TO BE CONVEYED TO NORMAN POWER - PARCEL "B", TUPPER ROAD, KINGS COUNTY, N. S., DATED DECEMBER 3, 1979, REGISTRY REFERENCE P4111.</p>	
<p style="text-align: center;">ANNAPOLIS VALLEY SURVEYS LIMITED 54 Cornwallis Street, Kentville, N. S. B4N 2B4 WWW.AVSURVEYS.CA</p>	
<p>FILE No. 21-313 SLIC 75666</p>	

North Kentville  0 50 100 200 Feet



Appendix B: Public Comments

Staff received three phone calls from nearby landowners requesting clarification.

Frank Veinot – Spencer Road

Francis Malin – Spencer Road

Janice Foster – Exhibition Street

All neighbours were supportive and had no concerns with the proposed addition.

APPENDIX C – 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>	Consistent with the intent of residential development goals and objective to use infrastructure efficiently and direct development to growth centers and away from agricultural land.
<i>b. is not in conflict with any Municipal or Provincial programs, By-laws, or regulations in effect in the Municipality;</i>	No conflict with programs or by-laws.
<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>	Residential use will remain consistent with surrounding residential uses.
<i>iii. the adequacy and proximity of school, recreation and other community facilities;</i>	Not applicable
<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>	No change in traffic or access expected.
<i>v. the adequacy of fire protection services and equipment;</i>	The Kentville Fire Chief confirmed their coverage to this area.
<i>vi. the adequacy of sewer and water services;</i>	Tupper Road includes central sewer service owned by the Municipality, and central water service owned by the Town of Kentville.
<i>vii. the potential for creating flooding or serious drainage problems either within the area of development or nearby areas;</i>	Not expected.
<i>viii. negative impacts on identified wellfields or other groundwater supplies for the area;</i>	There are no Wellfield Protection Overlays in the area.
<i>ix. pollution, in the area, including but not limited to, soil erosion and siltation of watercourses; or</i>	Not expected.

<p><i>x. negative impacts on lake water quality or nearby wetlands;</i></p>	<p>Not applicable, the proposed addition is not in proximity to a lake or known wetlands.</p>
<p><i>xi. negative impacts on neighbouring farm operations;</i></p>	<p>Not applicable</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 rear yard is large and suitable for the proposed building addition. Utilities are located in the right-of-way but Staff do not have concerns regarding utility rights-of-way because these are located in front of the dwelling, and the proposed addition is in the rear yard.</p>

Appendix D: Draft Development Agreement

THIS DEVELOPMENT AGREEMENT BETWEEN:

Amy Atwell of Kentville, Nova Scotia hereinafter called the "Property Owners",

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 55047500; and

WHEREAS the Property Owner wishes to use the Property for a residential dwelling and the ability to expand the existing dwelling.

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

WHEREAS policy 3.0.3 of the Municipal Planning Strategy and section 14.7.5 (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.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Uses

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) Building expansion on the rear of the non-conforming dwelling.

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

Nothing in this Agreement serves to remove the non-conforming status of the dwelling.

2.2 Site Plan

- (a) Building expansion enabled by this agreement shall be developed in general conformance with the Site Plan – Schedule B.
- (b) No development permitted on the portion of the property that is south of the right-of-way known as Tupper Road.

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

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, according to the minimum lot size requirements in the Residential One and Two Unit (R2) Zone.

2.6 Lighting

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

2.7 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.

3.2 The following matters are substantive matters:

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

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

3.4 Upon conveyance of land by the Property Owner to the road authority for the purpose of creating or expanding a public street over 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, as of the date of registration with the Land Registration Office but this Agreement shall remain in full force and effect for all remaining portions of the Property.

3.5 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing following the provision of proof of registration of the farming business with Canada Revenue Agency.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

No construction or use permitted by this Agreement may be commenced on the Property until the Municipality has issued the required Development Permits and Building Permits

4.2 Drawings to be Provided

When an engineered design is required for development enabled by this Agreement, record drawings shall be provided to the Development Officer within ten days of completion of the work which requires the engineered design.

4.3 Signatures

- (a) The Property Owner shall sign this Agreement within 90 days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the development agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void;

PART 5 COMPLIANCE

5.1 Compliance with Other Bylaws and Regulations

Nothing in this Agreement shall exempt the Property Owner from complying with Federal, Provincial and Municipal laws, bylaws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority or approval required thereunder.

5.2 Municipal Responsibility

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

5.3 Warranties by Property Owner

The Property Owner warrants as follows:

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

5.4 Costs

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

5.5 Full Agreement

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

5.6 Severability of Provisions

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

5.7 Interpretation

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

5.8 Breach of Terms or Conditions

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Municipality may undertake any remedies permitted by the Municipal Government Act.

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

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

SIGNED, SEALED AND ATTESTED to be the proper 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:

Witness

Amy Marie Josephine Atwell

Date:

Schedule A – Property Description

(Taken from Property Online – March 2022)

ALL that lot of land situate in Cornwallis, County of Kings and Province of Nova Scotia, and bounded and described as follows:

BEGINNING at an iron stake on the southeast corner of lands owned by Clarence Dill adjoining Sydney Acker and James Dill;

THENCE northerly along lands of Clarence Dill and Frank Carter to an iron stake 594 feet;

THENCE easterly 100 feet along lands of Hilda Moore;

THENCE southerly 450 feet to an iron stake in the centre of a private road along lands of Jacob Corbin;

THENCE westerly 37 one half feet along centre of said road to an iron stake;

THENCE southerly 134 feet to an iron stake on the north side of lands owned by Sydney Acker;

THENCE westerly 75 feet along lands of Sydney Acker to place of BEGINNING.

Burden

SUBJECT TO and easement with Maritime Telegraph Telephone Company Limited registered in the Kings County Registry of Deeds on November 27, 1950 in book 179 at page 117 and more fully described as follows:

Hereby grant, bargain, and sell unto the said Grantee, its successors and assigns that right and authority to construct, reconstruct, operate and maintain its line of telephone and telegraph; consisting of such poles, wires, cables, conduits, guys, anchors and other fixtures and appurtenances as the grantee may from time to time require, upon, across, over and/or under the property which we own or in which we have any interest, in the School Section of Meadow View County of Kings and Province of Nova Scotia, described as follows:

Situate on the southerly side of the Tupper Road and bounded on the westerly side by lands now or formerly owned by Gladys Zwicker and bounded on the easterly side by lands now or formerly by Rupert Buckley, and also upon, along and/or under the roads, street or highways, crossing and/or adjoining the said property in which we have any interest, with the right to have the grantee's employees enter upon the property at any time for the purposes of placing, replacing, maintaining and inspecting its lines and other property; and also the right to cut, keep cut, and remove such trees and brush as the grantee may consider necessary for the erection, maintenance and satisfactory operation of the lines, but in no case beyond a distance of fifty feet from the said lines; and the right to permit the attachment of and/or carry in conduit, wires and cables of any other company, to have and to hold unto the grantee, its successors and assigns forever; reserving unto the grantor, the right of cultivating, tilling and raising industrial crops on such portions of the said lands and premises as are not used by the grantee for the purposes of this grant. The grantor for himself, his heirs, executors, administrators and assigns hereby covenants to and with the grantee, its successors and assigns, that no wire line will be erected or permitted on said property which will interfere with its service or endanger its lines. The grantee covenants, promises and agrees with the grantor that it will at all times compensate the grantor for any damage which the grantee may do to the industrial crops of the grantor in the exercise of its right of entry upon the said lands at any time for the purpose of inspection and maintaining the said lines of telephone and telegraph.

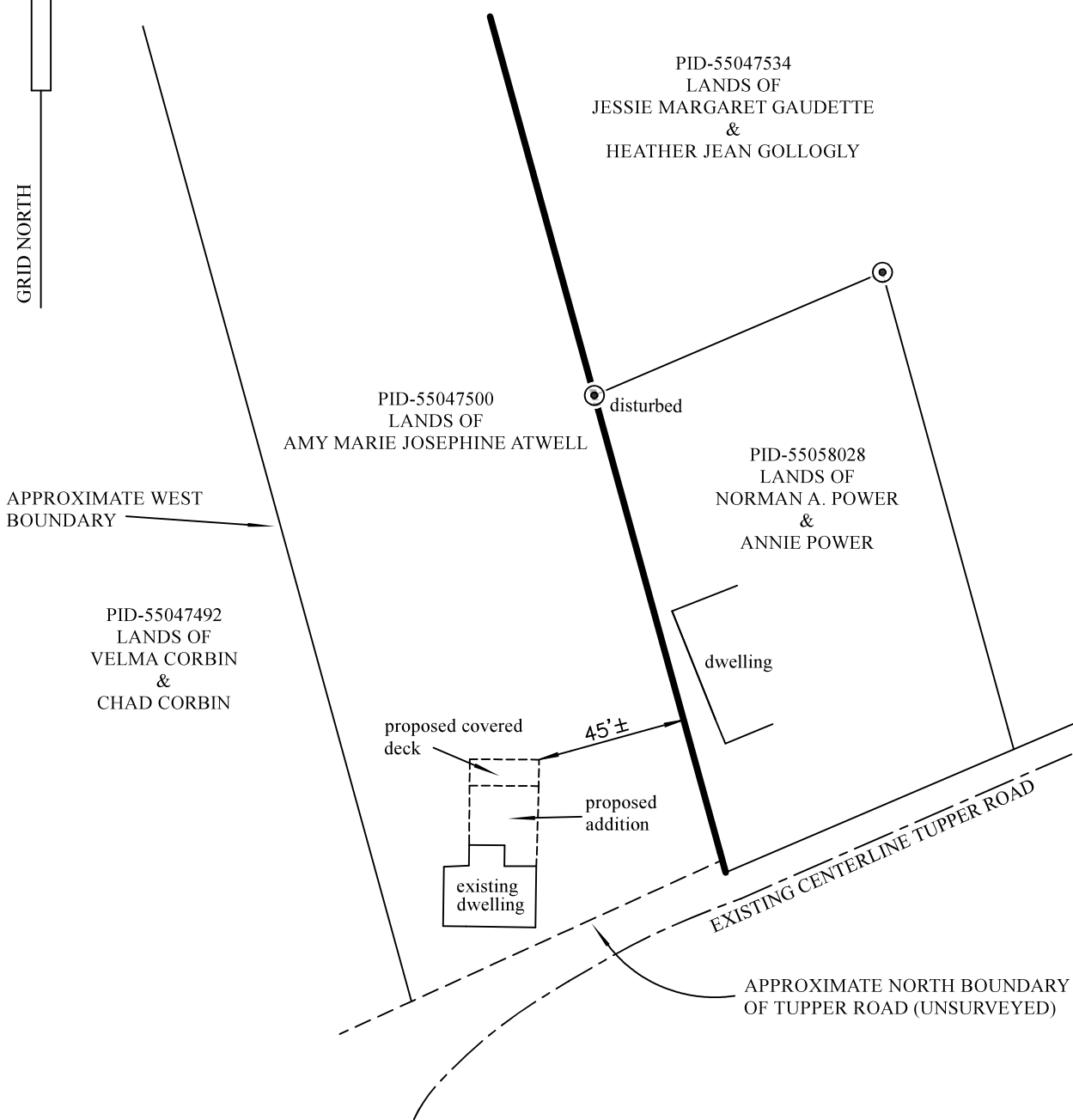
Benefit and Burden

Together with a right-of-way for persons, animals and vehicles, ingress and egress, at all times, over, along and across that certain piece of land situate north of and adjoining the above described lot and extending from the prolongation of the west line of said lot to Exhibition Street (formerly called Tupper Road) and having a width of 14 feet throughout.

MGA Statement

The description for this parcel originates with a deed dated August 23, 1943, registered in the registration district of Kings County in book 165 at page 200 and the subdivision is validated by Section 291 of the Municipal Government Act.

SURVEYOR'S LOCATION CERTIFICATE



NOTE: OTHER IMPROVEMENTS AND BUILDINGS MAY EXIST ON THE SUBJECT PARCEL. NO FIELD SURVEY HAS BEEN UNDERTAKEN TO DETERMINE THEIR LOCATION OR TO VERIFY THE EXISTENCE OF ENCROACHMENTS, OTHER THAN THOSE SHOWN.

⊙ = CALCULATED POINT ⊙ = SURVEY MARKER (FOUND) IP (FD) = IRON PIPE (FOUND)
C = CALCULATED D = DEED M = MEASURED P = PLAN — = NOT TO SCALE

- NOTE: 1) THIS SURVEYOR'S LOCATION CERTIFICATE SHALL NOT BE USED FOR BOUNDARY DEFINITION OR AS A REFERENCE DOCUMENT FOR THE PREPARATION OF LEGAL DESCRIPTIONS.
- 2) CLEARANCES ARE DEFINED TO A TOLERANCE OF 3'.
- 3) FIELDWORK WAS PERFORMED ON DECEMBER 20, 2021.
- 4) TIES ARE SHOWN TO SIDING.

SCALE: 1" TO 50'

I, H. Kirk Hicks, Nova Scotia Land Surveyor, hereby certify that this surveyor's location certificate was prepared under my supervision and in accordance with Land Surveyors Act, Regulations and Standards made there under.

DATED DECEMBER 20, 2021

H. Kirk Hicks N.S.L.S.

CERTIFIED TO: AMY MARIE JOSEPHINE ATWELL

RE: LANDS OF
AMY MARIE JOSEPHINE ATWELL
331 TUPPER ROAD
NORTH KENTVILLE
KINGS COUNTY, NOVA SCOTIA

DOCUMENT REFERENCE: REFER TO PROPERTY ON LINE PID-55047500. ALSO, REFER TO PLAN BY H. KIRK HICKS TITLED PLAN SHOWING LANDS OF NORMAN POWER - PARCEL "A" AND LANDS TO BE CONVEYED TO NORMAN POWER - PARCEL "B", TUPPER ROAD, KINGS COUNTY, N. S., DATED DECEMBER 3, 1979, REGISTRY REFERENCE P4111.



ANNAPOLIS VALLEY SURVEYS LIMITED
54 Cornwallis Street, Kentville, N. S. B4N 2E4 WWW.AVSURVEYS.CA

FILE No. 21-313 SLC 75666