

**REGION OF QUEENS MUNICIPALITY  
PLANNING ADVISORY COMMITTEE  
MAY 7, 2018  
7:00 P.M.**

**AGENDA**

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- 1. CALL TO ORDER**
- 2. APPROVAL OF AGENDA**
- 3. APPROVAL OF MINUTES – APRIL 9, 2018**
- 4. ACTION ITEMS AND UPDATES**
- 5. DEVELOPMENT AGREEMENT REQUEST – HIGHWAY 8 IN HARMONY –  
AUTOMOBILE REPAIR SHOP**
- 6. REQUEST FOR PROPOSALS - MUNICIPAL PLANNING STRATEGY  
AND LAND USE BYLAW REVIEW**
- 7. OTHER**
- 8. NEXT MEETING – JUNE 4, 2018**
- 9. ADJOURNMENT**

**PLANNING ADVISORY COMMITTEE  
REGULAR MEETING  
APRIL 9, 2018 - 7:00 P.M.**

**MINUTES**

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**Present:** Councillor Heather Kelly, Chair  
Councillor Susan MacLeod  
Paul Connolly  
Julie Petrella  
Robert Ross  
Kim Williams  
Mike MacLeod, Planner  
Wendy Connors, Development Officer

**Regrets:** Councillor Raymond Fiske  
Don Kimball  
Wayne Wentzell  
Mary White

**1. CALL TO ORDER -**

The meeting was called to order at 7:00 p.m.

Heather Kelly took the opportunity to recognize Lewis MacLachlan, applicant in the development agreement request under Agenda Item 5.

**2. APPROVAL OF AGENDA -**

It was **MOVED** by **Paul Connolly** and **SECONDED** by **Julie Petrella** that the Agenda be approved as circulated.

**Motion Carried Unanimously.**

**3. APPROVAL OF MINUTES – MARCH 5, 2018**

It was **MOVED** by **Kim Williams** and **SECONDED** by **Paul Connolly** that the Minutes of March 5, 2018 be approved as circulated.

**Motion Carried Unanimously.**

**4. ACTION ITEMS AND UPDATES -**

Mike MacLeod reviewed the current list of action items, noting that the agenda package is now on the website under the Planning Advisory Committee and will continue to be posted for the public. It is his intention to have PAC minutes issued prior to the 2<sup>nd</sup> Council meeting

each month. Julie Petrella commended Mike for having the minutes out prior to this meeting as she was able to keep up with what was going on while she was away.

Julie Petrella asked about the removal of Action Items as they are completed.

Mike MacLeod updated the Committee about the rezoning of 17 School Street, Milton - Council recommended proceeding with the Public Hearing on April 24<sup>th</sup>, 2018 at 6:00 p.m.

Mike MacLeod also updated the Committee regarding the Mersey Seafoods rezoning on Bristol Avenue, Liverpool - Council recommended proceeding with the Public Hearing on April 24<sup>th</sup>, 2018 at 6:00 p.m. Representatives for Mersey Seafoods have made contact with all adjacent property owners to inform them of their plans.

Robert Ross asked about the landscaping clause that was added to the recommendation by PAC. Mike MacLeod advised that after a discussion, Council removed that clause from the recommendation.

Robert Ross enquired if the Region's Engineering Department had a chance to look at the sewer and water services to determine if they could to accommodate Mersey Seafoods proposal. Mike MacLeod advised that they have and there were no concerns from their perspective.

Robert Ross asked what Mersey Seafoods was doing with the storm and waste water from the processing plant. Was it an outfall to the harbour or did it flow into the municipal system?. Mike MacLeod noted that he will check with Brad Rowter in the Works Department.

##### **5. DEVELOPMENT AGREEMENT REQUEST –HIGHWAY 8 IN CALEDONIA - AUTOMOBILE REPAIR SHOP -**

Mike MacLeod reviewed a staff report respecting a request for a development agreement to permit operation of an automobile repair shop in the Mixed Use Rural Residential (R5) Zone. The subject property is located on Highway 8 in the community of Caledonia and is identified as PID# 70155080. The property contains an existing personal storage building, which is adjacent to the residential property of the applicant; civic # 9606. Automobile repair shops are not a permitted use in the R5 Zone; however, Council has set out provision in the Region's Municipal Planning Strategy (MPS) to consider such uses by way of a development agreement.

Julie Petrella recommended restricting the business to a smaller portion of the property so as not to include the entire 12 acres. This would prevent the business from becoming a junk yard at the rear of the property. Mike MacLeod mentioned that we can incorporate this into the development agreement.

Julie enquired about access to the property and whether a culvert would be required. Mike MacLeod advised that the property has an existing access with a gravel surface.

Lewis MacLachlan advised he has no desire to run a junk yard due to environmental issues and doesn't want to use the entire property just what is currently cleared now. Mike will update the map (Schedule A) that will accompany the development agreement. Lewis would

also want to have a small number of cars that are not drivable at any given time. At this time he has no intentions of having any staff.

Robert Ross enquired if he plans on having a bathroom and hooking into the Region's sewer system. Lewis said he isn't aware of any bathroom requirements but will find out as he proceeds with his business proposal. Robert applauded Lewis for wanting to open up an auto repair business in Caledonia. He suggested that an easement for water services be provided from his house property to the property the business will be located on and put this requirement in the recommendation to Council. Lewis mentioned that he already has an easement with the adjacent property owner for water services for his house property. Robert also suggested limiting the maximum number of cars that are not roadworthy to 6. Mike said that he would include that in the development agreement.

It was **MOVED** by **Robert Ross** and **SECONDED Julie Petrella**

THAT the Council of the Region of Queens Municipality give notice of its intention to enter into a development agreement with Lewis and Sarah MacLachlan to allow for a automobile repair shop on a portion of PID# 70155080 and located on Highway 8 in Caledonia;

AND THAT a Public Hearing be scheduled for May 17, 2018 at 6:00 p.m. in Caledonia, NS. Venue to be determined;

AND THAT Council consider a requirement for the developer to record an easement agreement for water services from the adjacent property to the business.

**Motion Carried Unanimously.**

#### **6. REZONING OF MUNICIPAL LANDS ON PAYZANT STREET AND BRUNSWICK STREET IN LIVERPOOL TO MULTIPLE UNIT RESIDENTIAL (R3) -**

Mike MacLeod gave a review of a discussion paper respecting the proposed rezoning of Municipal lands on Payzant Street and Brunswick Street in Liverpool, known as the Gorham School lands. The properties are identified as PID# 70018296, 70028006, 70018817, 70246061 and 70246079. Council, at its January 9<sup>th</sup>, 2018 meeting, approved entering into a purchase and sale agreement to sell the approximately 4 acres of land for the development of a multiple unit residential housing project. Under the Region's Land Use Bylaw, two of the properties are zoned as Restricted Residential (R1), while the others are zoned as Institutional (I1). In order to facilitate a multiple unit residential development for the properties, rezoning to Multiple Unit Residential (R3) will be required.

Robert Ross enquired about the maximum density on the site and the proposed number of units by the Developer. Mike MacLeod advised that Phase 1 would be the two smaller properties on Brunswick Street with a proposed row house style development of approximately 10-12 units. Phase 2 will be incorporating the foundation of the former school for an apartment building with approximately 20 units. Lot size will determine the number of units that will be permitted. Robert suggested we need more information as to what is planned for the properties so that the people in the neighbourhood have an opportunity to view and comment.

Julie Petrella wondered if the sale is not contingent on the rezoning, why we are doing it now. Robert Ross suggested that the developer provide some level of design information at the time of the rezoning Public Hearing to indicate to the adjacent neighbourhood area residents what is being proposed to be built and developed upon the property. Robert had a further question as to whether new sidewalks would be required to be built by the developer on Brunswick Street, and upgraded sidewalks on Payzant, to provide for safe mobility options for seniors and others who may live within the new development.

It was **MOVED** by **Robert Ross** and **SECONDED** by **Julie Petrella**

THAT the Council of the Region of Queens Municipality give notice of its intention to amend to the Region of Queens Municipality Land Use Bylaw which would see:

1. Rezoning of PID#'s 70018296 and 70028006 from Restricted Residential (R1) to Multiple Unit Residential (R3); and
2. Rezoning of PID#'s 70018817, 70246061 and 70246079 from Institutional (I1) to Multiple Unit Residential (R3);

AND THAT a Public Hearing be held on May 8, 2018 in the Council Chambers of the Municipal Building, 249 White Point Road in Liverpool, NS, at 8:45 am;

AND THAT prior to the public hearing, the property purchaser provide Council with details on the proposed residential development, including but not limited to, a detailed site plan, building design drawings, number of units, sidewalks and landscaping;

AND THAT all costs associated with the amendment process be borne by purchaser of lands, Gregory Thomas.

**Motion Carried Unanimously.**

## **7. DRAFT TERMS OF REFERENCE - MUNICIPAL PLANNING STRATEGY AND LAND USE BYLAW REVIEW –**

Mike MacLeod spoke about the Terms of Reference for the RFP and thanked Robert for his help with amendments to the document.

The Committee will review the proposals with the CAO. Julie Petrella asked whether the timeline was still on schedule. Mike MacLeod advised that it was.

Robert Ross requested copies of Public Participation Program Policy, Municipal Climate Change Action Plan, Queens Attraction Strategy and Council's Strategic Priorities for the Committee.

Mike said once Council approves the budget on April 24, 2018, the RFP can be issued by May 1<sup>st</sup> with a 45 day turnaround time. A special PAC meeting on June 25<sup>th</sup> can be scheduled for the Selection Committee. Mike will confirm with the committee.

**8. OTHER - /**

**9. NEXT MEETING -**

The next meeting is scheduled for May 7<sup>th</sup>, 2018.

**10. ADJOURNMENT**

There being no further business, the meeting was adjourned at 8:27 p.m.

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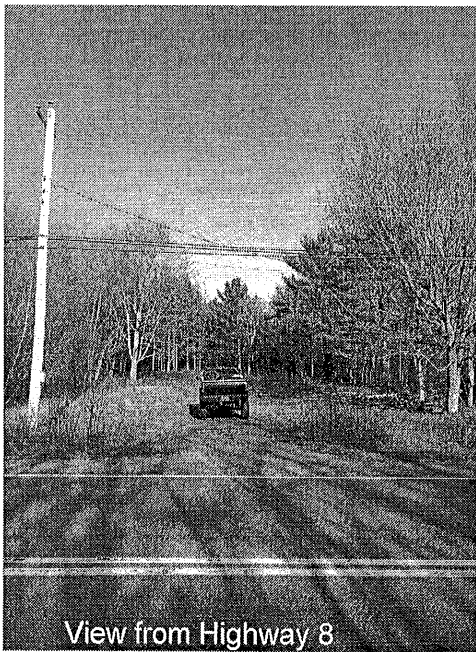
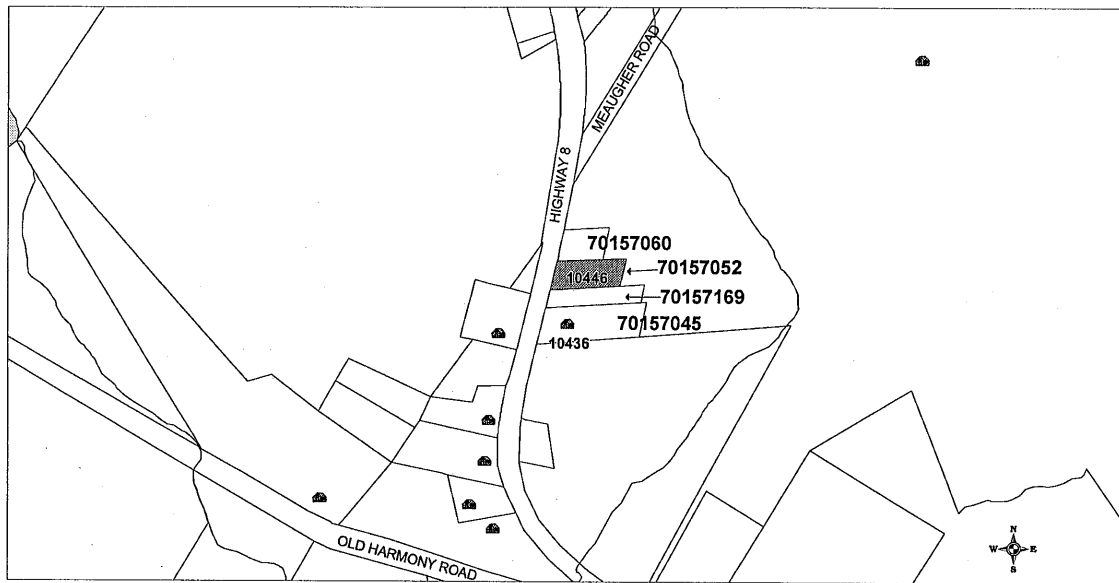
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Date

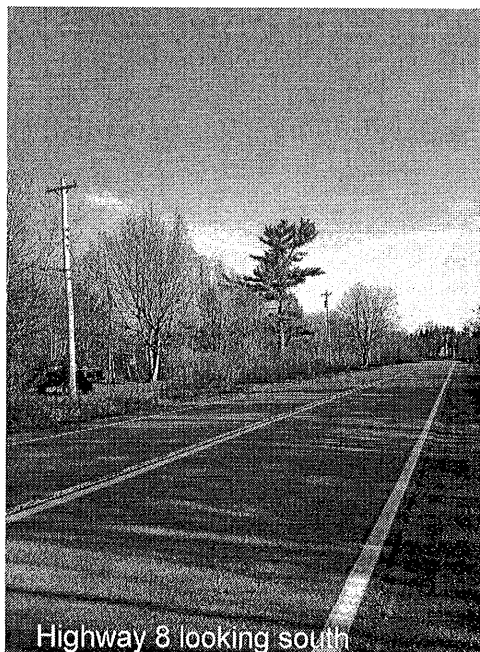
DISCUSSION PAPER  
PLANNING ADVISORY COMMITTEE  
MAY 7, 2018  
COMMERCIAL USE IN MIXED USE RURAL RESIDENTIAL (R5) ZONE  
BY DEVELOPMENT AGREEMENT

BACKGROUND

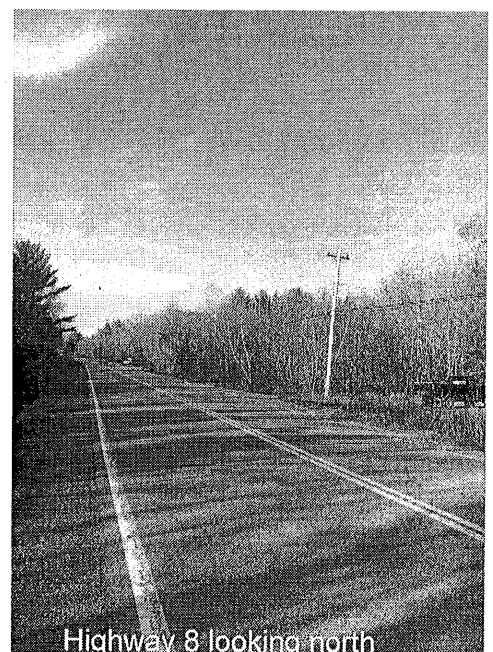
The Planning Department has received an application for a development agreement to operate an automobile service station in the Mixed Use Rural Residential (R5) Zone. The subject property is located at 10446 Highway 8 in the community of Harmony and is identified as PID# 70157052. Currently, the property is a vacant parcel of land.



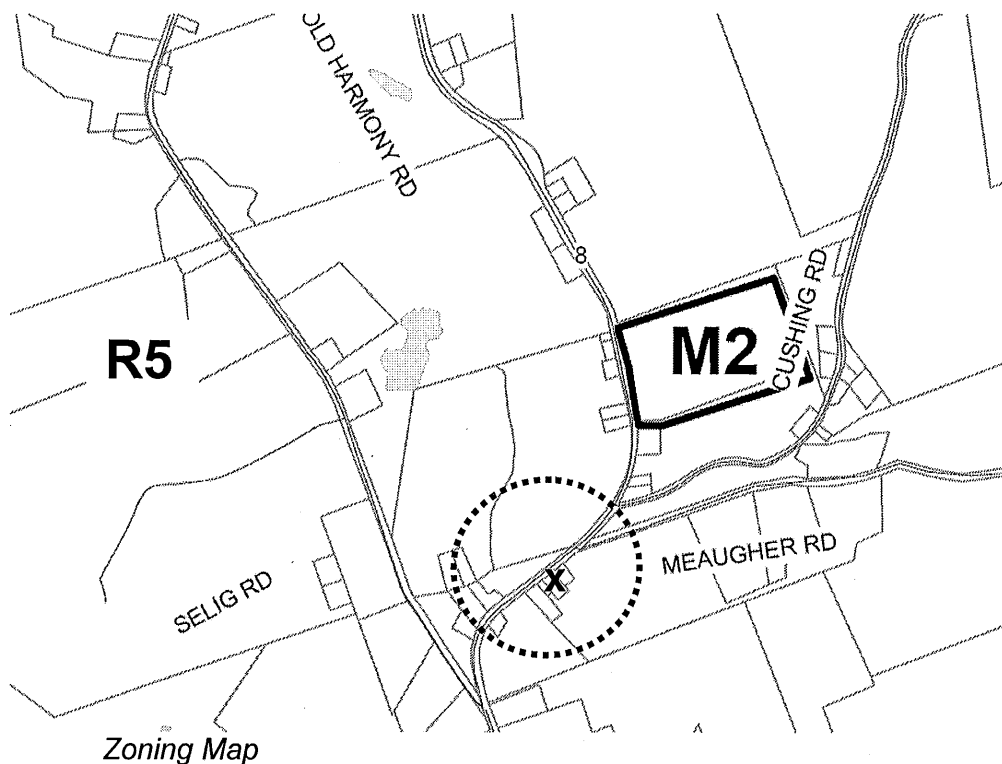
View from Highway 8



Highway 8 looking south



Highway 8 looking north



The R5 Zone provides for a fairly extensive list uses as of right; however, the proposed use of automobile service station does not fall under this list of permitted uses. The uses provided for in the R5 Zone include:

- Agricultural uses;
- Apartments up to a maximum of 15 units, subject Section 12.4;
- Art galleries / studios;
- Bed and breakfast;
- Boarding houses to a maximum of five (5) units;
- Campgrounds, subject to Section 14.7;
- Condominiums up to a maximum of 15 units, subject Section 12.5;
- Convenience stores
- Converted dwellings;
- Craft shops;
- Day nurseries and kindergartens;
- Duplex Dwellings;
- Equestrian Facilities;
- Farmers markets, subject to Section 14.6;
- Forestry uses, subject to Section 14.8;
- Funeral home;
- Garden centres / Greenhouses / Nurseries, subject to Section 14.6;
- Gift shops;
- Grocery stores, subject to Section 14.6;
- Group dwellings, subject to Section 12.7;
- Home businesses, subject Section 9.1;
- Household livestock operations;
- Institutional uses, subject to I1 Zone requirements;
- Intensive livestock operations, subject to Section 14.5;
- Mini (Mobile) homes, subject to Section 14.4;
- Medical clinics, subject Section 14.6;
- Movie rental shops;

## ITEM 5

- Nursing homes, subject to Section 12.6;
- Personal service shops, subject to Section 14.6;
- Recreation / Open Space (P1) uses, subject to P1 Zone requirements;
- Residential care facilities, subject to Section 12.6;
- Restaurants (including drive in and take out), subject to Section 14.6;
- Self storage businesses;
- Semi detached dwellings;
- Single detached dwellings;
- Small options homes;
- Storage of commercial fishing equipment and supplies;
- Tourist establishments;
- Triplex Dwellings;
- Wind turbine generators (small scale), subject to Section 6.39

### POLICY AND LEGISLATIVE AUTHORITY

Although automobile service stations are not a permitted use in the R5 Zone, Council has set out provision in the Region's Municipal Planning Strategy (MPS) to consider such uses by way of a development agreement. The MPS sets out that:

*As economic conditions continue to change in the Region, Council wishes to provide for a degree of flexibility to consider new commercial and light industrial developments in certain residential areas that may not ordinarily allow for such uses, but may be beneficial to the local community and / or the Region as a whole. This being said; however, Council realizes that these new ventures have the potential for conflict with existing land uses and that regulations have to be established control the uses. Therefore, Council will consider new commercial development in the **Mixed Use Rural Residential (R5) Zone** and the **Mixed Use Coastal Residential (R6) Zone** by development agreement.*

#### **Policy 3.3.40**

*It shall be the intention of Council to consider **Highway Commercial (C2)** and **Light Industrial (M1)** uses in the **Mixed Use Rural Residential (R5)** and **Mixed Use Coastal Residential (R6) Zones** by development agreement under Section 225 of the Municipal Government Act, subject to Policy 12.6.1.*

When evaluating development agreements Council must be cognizant of the overall goals and policies of this MPS. In particular, it should have regard to the criteria listed in Policy 12.6.1.

#### **Policy 12.6.1**

*It shall be the intention of Council, when evaluating a Development Agreement, to have regard to the following matters where applicable:*

- a. *the proximity of the proposed development to recreational and other community facilities;*
- b. *the impact of the proposed development on:*
  1. *existing residential and institutional uses in the area with particular regard to the use and size of the structures that are proposed, buffering and landscaping, hours of operation for the proposed use (where applicable), noise and other similar features of the use and structure in order to minimize any potential land use conflicts with adjacent uses;*
  2. *adequacy of municipal services with particular regard to demands on the sewer system, water system, fire protection, refuse collection, police protection, existing schools and churches;*

## ITEM 5

3. *pedestrian and vehicular traffic circulation with particular regard to the traffic that the development will generate, the adequacy of the proposed accesses to and from the site, traffic flows in and around the site in terms of its ability to handle any new traffic, and the adequacy of the proposed parking areas; and*
4. *structures on abutting lots in terms of proposed exterior siding and in terms of architectural characteristics taking into consideration such things as height, roof line and lot coverage to minimize any potential land use conflicts between the proposed development and structures on abutting properties.*
- c. *submission of a site plan showing the location of the uses and the structure or structures on the lot, building layout, parking areas, accesses to and from the site, signage provisions, buffering or landscaping provisions and lighting provisions;*
- d. *adequacy of the proposed lot to ensure that adequate screening and landscaping can be undertaken to minimize the potential for any land use conflicts with adjacent uses.*

### **Policy 12.6.2**

*It shall be the intention of Council to recognize that Development Agreements shall contain such terms and conditions as are necessary to ensure that the development is consistent with the policies of this MPS. To this end, Development Agreements shall include some or all of the following terms where applicable:*

- a. *the specific use or uses of the land;*
- b. *the size of the structures if new ones are proposed or the size of any proposed expansions to existing structure or structures;*
- c. *provisions for adequate buffering to screen the development from adjacent conflicting land uses;*
- d. *any matter that may be addressed in a Land Use Bylaw (i.e. parking requirements and yard requirements);*
- e. *time limits for the initiation of construction;*
- f. *noise levels;*
- g. *the hours of operation and the maintenance requirements of the proposed use or uses; and*
- h. *all other matters enabled in Section 227 of the Municipal Government Act.*

The Municipal Government Act (MGA) allows municipalities the ability to incorporate a fairly broad list of terms into a development agreement to try to mitigate potential negative effects of a proposed use. The MGA sets out that:

#### *Content of development agreement 227*

- (1) *A development agreement may contain terms with respect to*
  - (a) *matters that a land-use by-law may contain;*
  - (b) *hours of operation;*
  - (c) *maintenance of the development;*
  - (d) *easements for the construction, maintenance or improvement of watercourses, ditches, land drainage works, stormwater systems, wastewater facilities, water systems and other utilities;*
  - (e) *grading or alteration in elevation or contour of the land and provision for the disposal of storm and surface water;*
  - (f) *the construction, in whole or in part, of a stormwater system, wastewater facilities and water system;*
  - (g) *the subdivision of land;*
  - (h) *security or performance bonding.*

## ITEM 5

(2) A development agreement may include plans or maps.

(3) A development agreement may

(a) identify matters which are not substantive or, alternatively, identify matters that are substantive;

(aa) identify if the variance provisions are to apply to the development agreement;

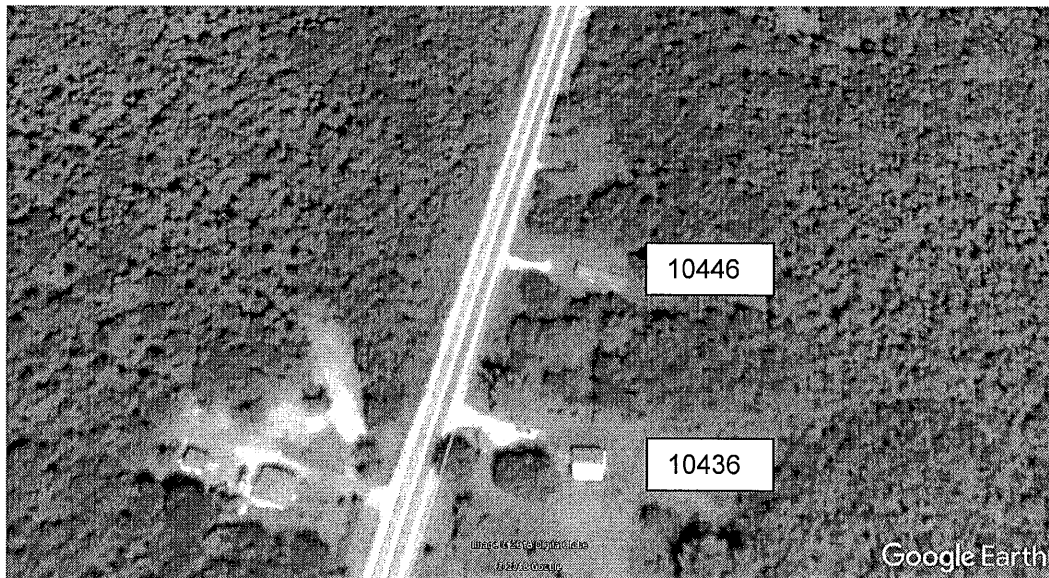
(b) provide for the time when and conditions under which the development agreement may be discharged with or without the concurrence of the property owner;

(c) provide that upon the completion of the development or phases of the development, the development agreement, or portions of it, may be discharged by council;

(d) provide that if the development does not commence or is not completed within the time specified in the development agreement, the development agreement or portions of it may be discharged by council without the concurrence of the property owner.

### CONSIDERATIONS:

- PID# 70157052 is approximately 23,000 square feet in lot size with 100 feet of frontage on Highway 8.
- The lot is currently vacant land and it is the intention of the owner to construct a new building on the property. The lot previously contained a mobile home, which has since been removed.



- The proposed operation is approximately 160 feet from residential property to the south (PID# 70155072 - civic # 10436).
- The lot is wooded on the boundaries of properties to the north and south.
- Road network is satisfactory to accommodate traffic generated by this use. Existing access to the property to be utilized.
- The property owner intends to construct a new on-site sewage disposal system to service the development.

## ITEM 5

- Water to be supplied from existing well on adjacent property. There is a deeded right of way for the purpose and use of adjacent well and water rights.
- There are two small wetland areas which extend into the subject property.
- The subject property is located approximately 3 kilometers north of the Caledonia core .

It is the opinion of Staff that sufficient terms and condition can be incorporated into a development agreement to meet the needs of the applicant and also to mitigate potential issues that the operation may have on the surrounding area. With this in mind, it would be Staff's recommendation that a development agreement include provisions respecting, but not limited to:

- Off-street parking
- Maintenance of a vegetative buffer from abutting properties
- Outdoor storage, including unregistered vehicles
- Outdoor lighting
- Hours of operation

A draft copy of a development agreement has been prepares for discussion purposes and is attached as Appendix A.

### TENTATIVE TIME FRAME:

<u>DATE</u>	<u>PROCEEDURE</u>
May 7, 2018	Planning Advisory Committee
May 28, 2018	Council
June 6, 2018	First Public Notice
June 13, 2018	Second Public Notice
June 25, 2018	Public Hearing
June 26, 2018	Council
July 4, 2018	Notice of Passing
July 19, 2018	Appeal Period Ends

### RECOMMENDATION:

THAT the Council of the Region of Queens Municipality give notice of its intention to enter into a development agreement with Devan Smith to allow for a automobile service station on property identified as PID# 70157052 and located at 10446 Highway 8 in Harmony;

AND THAT a public hearing be scheduled for June 25, 2018 at 6:00p.m. in Caledonia, NS, venue to be determined.

DEVAN SMITH

/ 8

Harmony, Caledonia NS

B0T 1B0

APRIL 16, 2018

REGION OF QUEENS MUNICIPALITY

COUNCIL and PLANNING ADVISORY COMMITTEE

249 WHITE POINT ROAD

LIVERPOOL NS

B0T 1K0

Dear Sirs or Madams,

Hello, my name is Devan Smith and I currently reside in Caledonia Queens County. I am 28 years old with a young family and I have been a Red Seal Technician for the past 3 years and I have been in the automotive trade for 15 years. Recently, I have purchased a property from the Region of Queens through a tax sale. Currently, I am seeking to have this property zoned as commercial land. If approved, I would like to use this property to operate a newly constructed automotive repair shop. The proposed zoning change is located at 10446 Highway #8 Harmony, Caledonia. PID 70157052. This property is located within a 5 min drive from central Caledonia on Route 8 which is an active highway as well as the main route for travellers who intend to enjoy our beautiful Kejimikujik National Park.

As an Automotive Technician, I have provided service in Lunenburg County for the past 11 years. Over the last several years I have recognised the need for a licenced technician to maintain and repair vehicles in the area and surrounding areas. I have also noted the demand for a fully licenced technician in order to safety inspect not only motor vehicles, but trailers as well. The convenient location that I have chosen not only is a short distance from town but is also on the direct highway to our park as I have also noted a demand for a technician on this route for the many travellers. In my time spent as a technician I am aware that exceptional customer service is crucial for maintaining

a successful business. It is my hope to provide my community with dependable quality service at a reasonable rate.

The proposed property will be equipped with a new septic system as I have had a surveyor on location to approve the use of a septic system. You will find attached the survey plan of the proposed system. Currently, I have full access to a dug well located on the property next to mine (lands of Laurie Fancy and Mildred Wile) Also, there will be more than adequate parking for customers as the driveway is currently 20 feet and I intend to widen this for ease of access for trailers. The proposed building will be no larger than 30x40 feet. A metal roof along with metal siding will finish the exterior. I have enclosed a drawing of the building lay out for you to review.

In conclusion, I would like to take this opportunity to thank you for reviewing my application. I am an ambitious, hard- working young Journeyman, and I have built a reputation in my community as a dependable and responsible technician. I am looking forward to building a successful business by providing quality automotive services to those in my community, surrounding areas and to the many travellers passing through our town. If you have any further questions at all please feel free to contact me at your convenience. I am looking forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read "Juan", with a long horizontal flourish extending to the right.



REGION OF QUEENS MUNICIPALITY  
LAND USE BYLAW AMENDMENT &  
DEVELOPMENT AGREEMENT APPLICATION

For Internal Use Only

Acceptance Date: \_\_\_\_\_  
Processing Date: \_\_\_\_\_



1. Application Type:

- Land Use Bylaw Amendment  
 Development Agreement

2. Property Information:

Civic address of subject property - 10446 Hwy 8 Harmony, Caledonia N.S.

Property Identification Number (PID) - 70157052

Present use of subject property - None

Proposed Use of subject property - Automotive Repair Centre

Existing Lot Size - 100' x 240'

Existing Lot Frontage - 100'

3. Property Owner Information:

Name - Davian Smith

Applicant is:

- Owner  
 Agent of Owner

Civic Address - Hwy 8 Harmony, Caledonia N.S.

Mailing Address (If different from Civic Address) - \_\_\_\_\_

Telephone Number - 902-\_\_\_\_\_

Email Address - \_\_\_\_\_

4. Zoning Information:

Existing Zoning - Residential

Proposed Zoning - Commercial

5. Property Servicing Information:

Water Services –

- Municipal System -  Existing  Proposed  
Drilled Well -  Existing  Proposed  
Dug Well -  Existing  Proposed  
Other - Right of way to dug well

Sewer Services –

- Municipal System -  Existing  Proposed  
On-site System -  Existing  Proposed  
Other - \_\_\_\_\_

Access –

- Public Road -  Existing  Proposed  
Private Road -  Existing  Proposed  
Other - \_\_\_\_\_

6. Declaration:

- Registered Owner of Property (Please print)

I / We Devan Brian Smith do solemnly declare that I / We are the current registered owner(s) of the property described in this application. I / We have examined the contents of this application and certify that the information submitted is accurate.

Registered Owner Devan Smith  
Signature Devan Smith  
Date April 16 2018

Registered Owner (if more than one) \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

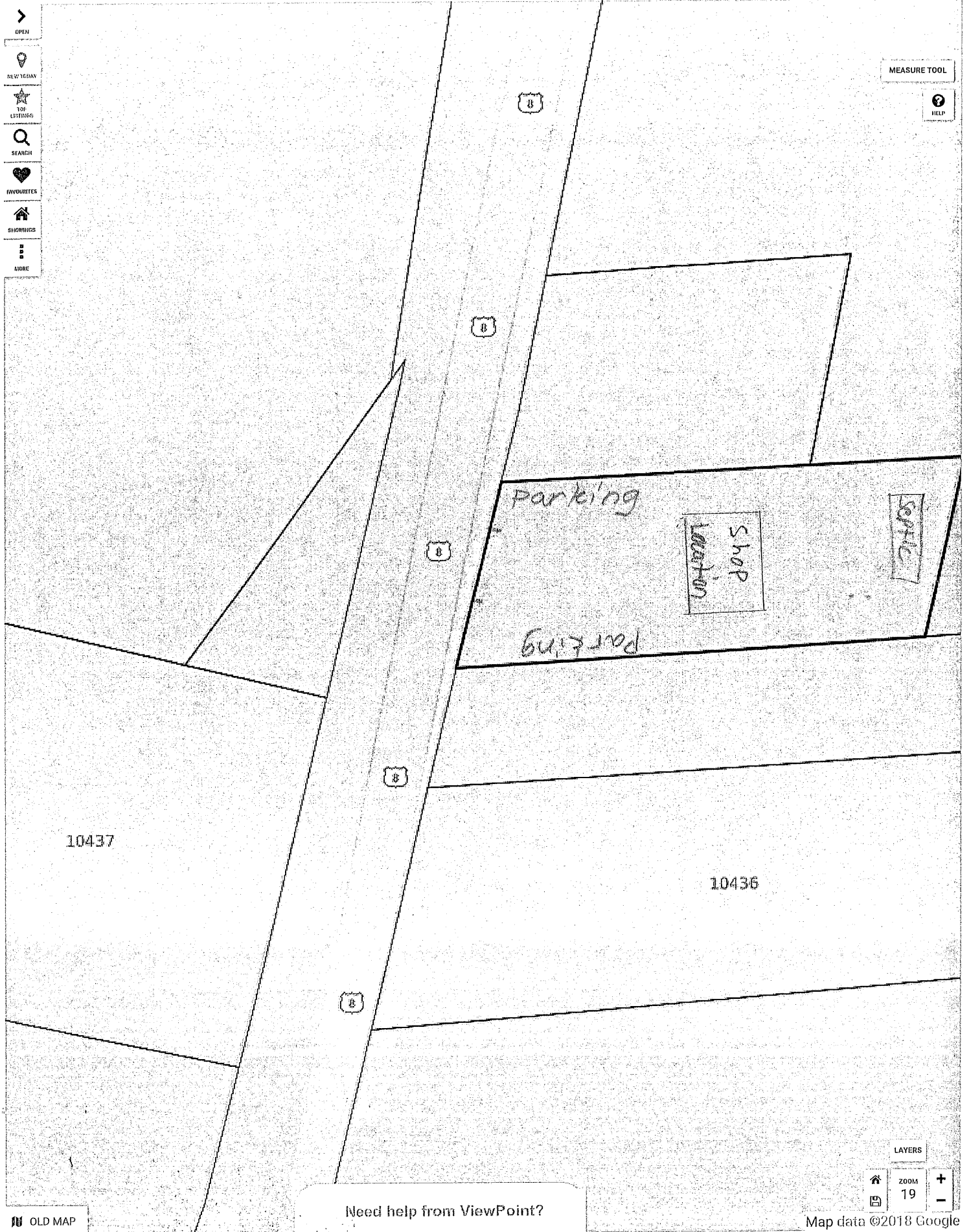
- Authorization of Registered Owner (Please print)

I / We \_\_\_\_\_ authorize \_\_\_\_\_  
To act as agent and sign this application on my / our behalf for property located at  
(Civic Address) \_\_\_\_\_ and identified as PID# \_\_\_\_\_.

Notes:

1. The requirements of a Land Use Bylaw amendment or development agreement application are established by the Planning Department of the Region of Queens Municipality. An application approval process will not commence until a completed application and advertising deposit are received.
2. Please make cheques payable to the Region of Queens Municipality. Following completion of the amendment process, the unused balance will be returned to the applicant. However, should the deposit be insufficient to cover the cost of advertising, the applicant will be responsible for the difference.
3. It is recommended that an applicant have a pre-consultation meeting with staff of the Planning Department prior to submitting this application.

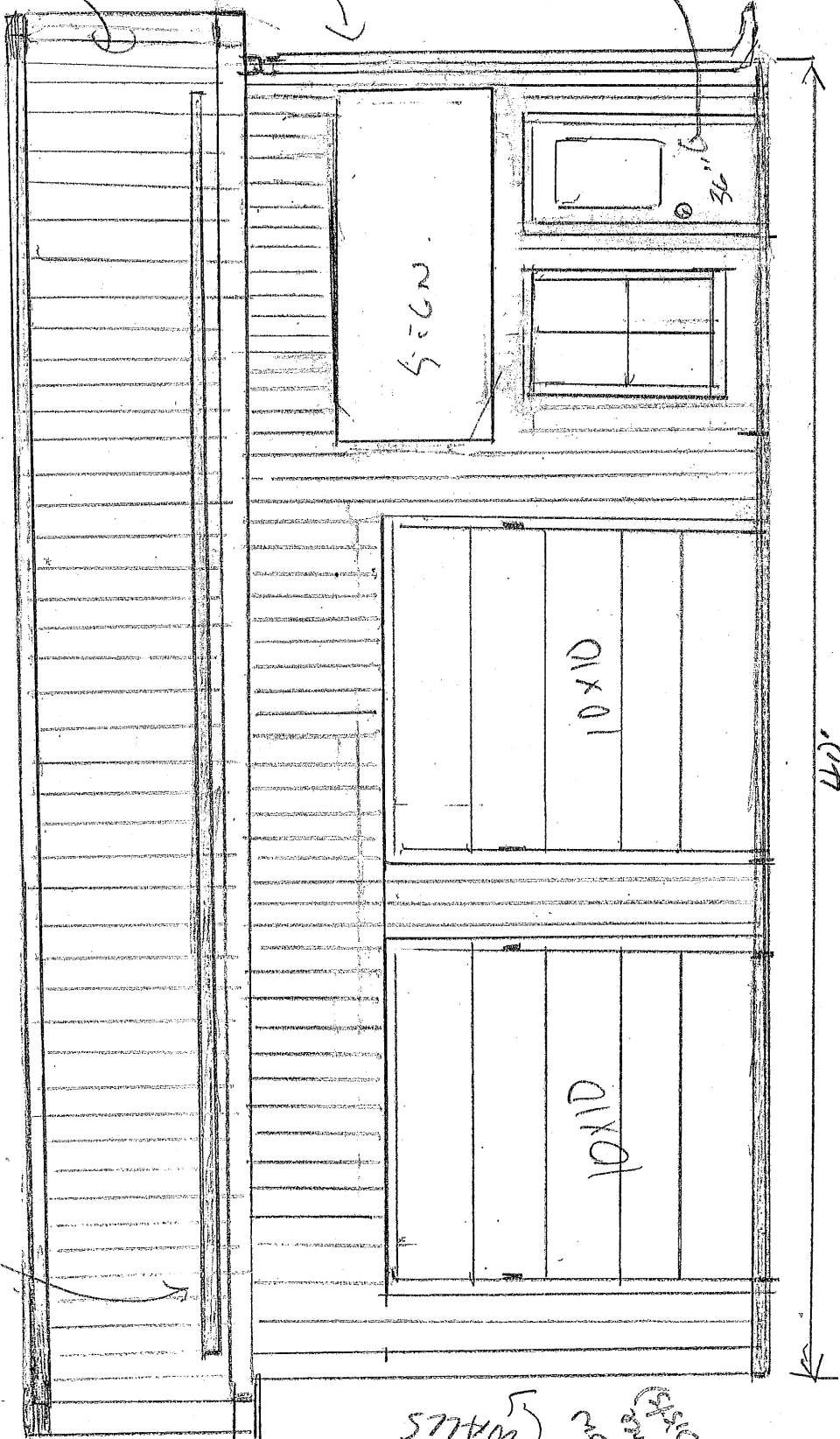
ViewPoint





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36" (int/ext)  
36" (int/ext)

All doors  
36" (int/ext)

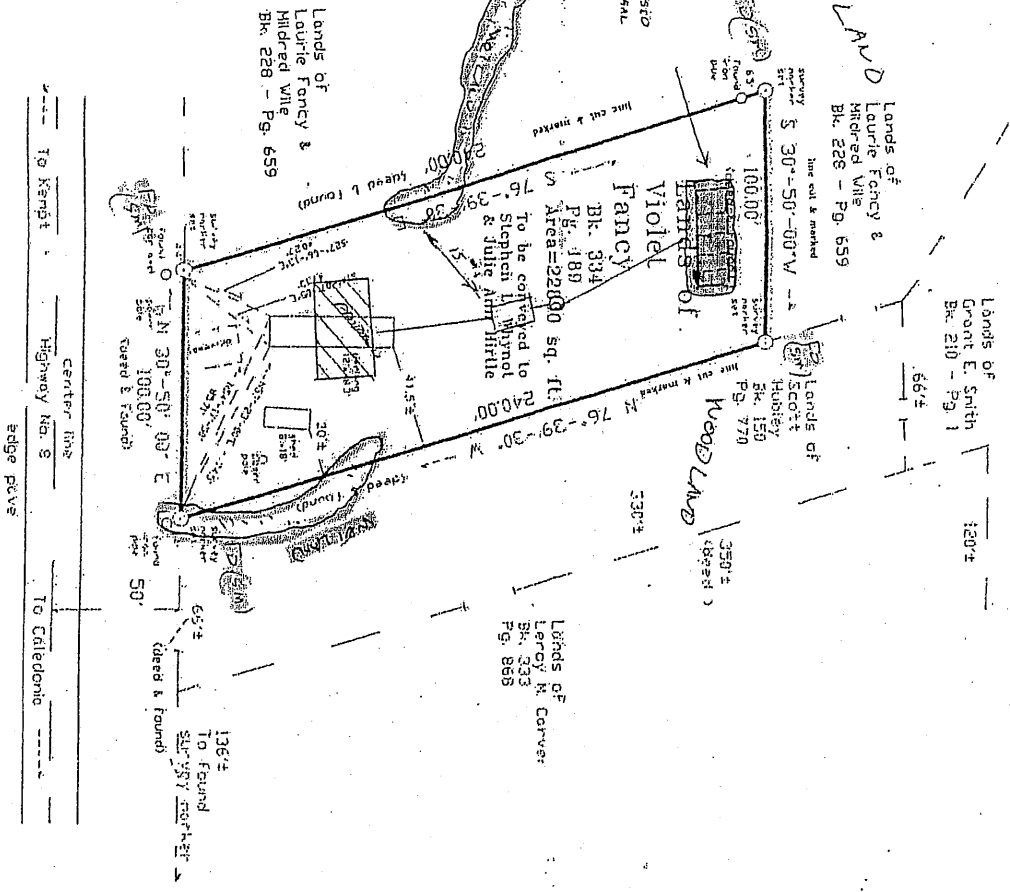


Scale  
1/2" = 1' ft

STANDING  
GRINDS

16' High  
TOP WALLS  
CLEARANCE  
TOP WALLS

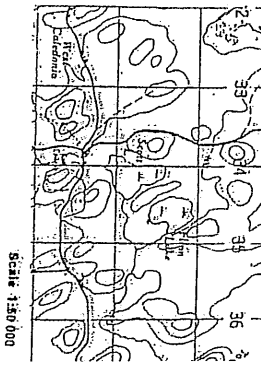
40'



Province of Nova Scotia  
 County of Queens  
 I certify that the within instrument was filed in the Office of the Registrar of Deeds for the County of Queens, at Liverpool, N.S.  
 this 5th day of September, 1998.  
 Registrar of Deeds

Plan of Survey Showing Lands of  
**Violet Fancy**  
 10446, Highway No. 8, Harmony M.  
 To be conveyed to Stephen L. Whynot & Julie,  
 Scale: 1" = 40'  
 Surveyed By: J. R. Logan (May 22 & 23, 1998)  
 Drafted By: J. R. Logan (May 23 & 24, 1998)

Surveyor's Certificate  
 I, John R. Logan, Nova Scotia Land Surveyor, registered by this plan was conducted under my plan were made in accordance with the Nova Scotia made thereunder.  
 Dated this 24th day of May, 1998.  
 J. R. Logan  
 N.S.I.S.N.



THIS AGREEMENT made this        day of

, A.D., 2018.

Appendix A

**BETWEEN:**

**DEVAN SMITH** of Harmony, in the County of Queens and Province of Nova Scotia, hereinafter referred to as the "Developer"

**OF THE ONE PART**

-and-

**THE REGION OF QUEENS MUNICIPALITY**, a municipal corporation, duly incorporated under the laws of the Province of Nova Scotia and having its office in Liverpool in the County of Queens and Province of Nova Scotia, hereinafter referred to as the "Region"

**OF THE SECOND PART**

**WHEREAS** the Developer has requested that the Region enter into a Development Agreement, pursuant to Sections 225 and 230 of the Municipal Government Act of Nova Scotia, and Policy 3.3.40 of the Region of Queens Municipality Municipal Planning Strategy, so that the Developer may use the subject property in a manner which is not presently provided for under the Region's Land Use Bylaw;

**AND WHEREAS** the Region is prepared to enter into such an agreement on the terms and conditions hereinafter set forth;

**NOW THEREFORE**, in consideration of the benefits, which flow to both parties as a result of the covenants contained herein, the parties hereto agree by and between themselves as follows:

1. **THAT** the Developer is the registered owners of the Lands identified as PID# 70157052 and shown on Schedule "A" attached hereto (hereinafter referred to as "the Lands");
2. **THAT** the Developer shall not develop or use the Lands, including buildings located on the lands, for purposes other than those described in this Agreement;
3. **THAT** the proposed uses permitted under this Development Agreement are the following:
  - a) Automobile repair shop; and
  - b) Mixed Use Rural Residential (R5) Zone Uses
4. **THAT** any outdoor storage of materials shall be screened from view by an opaque fence;
5. **THAT** the Developer shall provide a minimum of eight (8) off-street parking space for the commercial business;
6. **THAT** the proposed parking area shall be maintained with a stable surface, that is treated to prevent the raising of dust or loose particles;
7. **THAT** any lighting for proposed parking area shall be directed away from abutting properties;
8. **THAT** a vegetative buffer be maintained at all times between the Lands and the adjacent properties to the north (70157060) and to the south (70157069);
9. **THAT** a maximum of six (6) unregistered vehicles be kept on the property at any one time;

10. **THAT** the developer install an on-site sewage disposal system, as approved by N.S. Department of Environment, on the Lands prior to commencement of operation;
11. **THAT** the hours of operation for the automobile repair shop shall be from 7:00 am to 7:00 pm;
12. **THAT** notwithstanding any other provisions of this Development Agreement, the Developer shall not undertake or carry out any development on the Lands which does not comply with:
  - (a) this Development Agreement;
  - (b) any statutes and regulations of the Province of Nova Scotia to the extent that the same are properly the subject of a development agreement; and
  - (c) appropriate Municipal Bylaws, including without restricting the generality of the foregoing, the Bylaw Respecting the Building Code Act.
13. **THAT** in the event of a dispute, the decision of the Development Officer of the Region as to whether the development is in conformance with the terms of this Agreement shall be conclusive;
14. **THAT** notwithstanding the provisions of the Region of Queens Municipality Municipal Planning Strategy and Land Use Bylaw, the Developer shall be permitted to seek substantial or non-substantial amendments to this Development Agreement, subject to the procedure as set forth in Section 230 of the Municipal Government Act of Nova Scotia;
15. **THAT** amendments which shall be considered substantial are any affecting the following:
  - (a) A change in the uses permitted;
  - (b) Any increase in the size of the building utilized for commercial purposes
16. **THAT** any amendment whether substantial or otherwise must be approved by both parties in writing;
17. **THAT** the Developer agrees to pay for all legal costs, advertising and expenses incurred by the Region that have originated from its application for this Development Agreement;
18. **THAT** this Agreement shall be binding upon the parties hereto, their heirs, successors and assigns and shall run with the land which is subject to this Agreement;
19. **THAT** this Agreement is not assignable without the written consent of the Region;
20. **THAT** enforcement and rights and remedies on default of this Agreement shall be as follows:
  - (a) The Developer agrees that the Development Officer appointed by the Region to enforce this Agreement shall be granted access onto the lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from the Development Officer to inspect the interior of any building located on the lands, the Developer agrees to allow for such inspection during any reasonable hour within two (2) days of receiving such notice.

- (b) If the Developer fails to observe or perform any condition of this Agreement, after the Region has given the Developer thirty (30) days written notice of the failure or default, then in each such case:
- (1) the Region shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default, and the Developer hereby submits to the jurisdiction of such Court and waive any such defense based upon the allegation that damages would be an adequate remedy;
  - (2) The Region may enter upon the lands and perform any of the covenants contained in this Agreement, whereupon all reasonable expenses whether arising out of the entry on the lands or from the performance of the covenants may be recovered from the Developer; if unpaid within 30 days of billing by the Region; by direct suit and such amount shall, until paid, form a lien upon the lands and be shown on any tax certificate issued under the Municipal Government Act;
  - (3) The Region may by resolution discharge this Agreement, upon providing the Developer sixty days (60) written notice, whereupon this agreement shall have no further force or effect and henceforth the development of the lands shall conform with the provisions of the Region of Queens Municipality Land Use Bylaw;
  - (4) In addition to the above-mentioned remedies, the Region reserves the right to pursue any other remediation under the Municipal Government Act or common law to ensure compliance with this Agreement.

21. **THAT** the entering into of this Agreement was approved by the Council of the Region of Queens Municipality at a duly held meeting of Council convened on the \_\_\_\_ day of \_\_\_\_\_, 2018.

- (a) This Agreement shall not be entered into, or signed by the parties, until the time for Appeal under Section 228 of the Municipal Government Act of Nova Scotia has elapsed, any appeals which have been lodged have been disposed of and the required resolution of Council has been affirmed by the Nova Scotia Utility and Review Board;
- (b) This Agreement does not come into effect until it is filed, by the Region of Queens Municipality, in the Registry of Deeds as set out in Section 228 of the Municipal Government Act of Nova Scotia.

IN WITNESS WHEREOF the parties have hereto set their hands and affixed their Corporate seals the day and year first above written.

**SIGNED, SEALED AND DELIVERED**  
in the presence of

\_\_\_\_\_  
Witness )  
          ) Per: \_\_\_\_\_  
          ) Devan Smith

) **REGION OF QUEENS MUNICIPALITY**

\_\_\_\_\_  
Witness )  
          ) Per: \_\_\_\_\_  
          ) Mayor  
\_\_\_\_\_  
Witness )  
          ) Per: \_\_\_\_\_  
          ) Chief Administrative Officer

**PROVINCE OF NOVA SCOTIA**  
**COUNTY OF QUEENS**

ON this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Devan Smith signed, sealed and delivered the same in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA**  
**COUNTY OF QUEENS**

ON this \_\_\_\_ day of \_\_\_\_\_, 2018, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that the Region of Queens Municipality, per its authorized officers, David Dagley and Chris McNeill, signed, sealed and delivered the same in his/her presence.

\_\_\_\_\_  
A Commissioner of the Supreme Court of Nova Scotia

**SCHEDULE "A"**

MEAUGHER ROAD

HIGHWAY 8

70157060

Vegetative buffer  
Parking  
Shop 10446  
Parking  
Vegetative buffer

70157052

70157169

70157045

10436

