



**MUNICIPALITY OF THE DISTRICT OF WEST HANTS
Planning/Heritage Advisory Committee Agenda
February 21, 2019, 6:00 p.m.
Sanford Council Chambers**

1. Call to order
2. Public Information Meeting – 50 Lynch Road, Newport Corner – Development Agreement to Permit a Campground
3. Approval of Agenda & Additions
4. Approval of Planning/Heritage Advisory Committee Meeting Minutes January 17, 2019
5. Hantsport Area Advisory Committee Update from Chair
6. Business Arising from the Minutes
 - (a) Update - West Hants Household Livestock (Saira Shah)
 - (b) Update - Hantsport Household Livestock (Saira Shah)
 - (c) Land Use By-law Map Amendment – Bonnie Lane, Newport Station (Saira Shah)
 - (d) Update - Municipal Planning Strategy: Public Engagement Meetings (Sara Poirier)
 - (e) Update - Brison Developments Ltd. – Development Agreement Amendments (Madelyn LeMay)
 - (f) Commercial Development District Improvement By-law (Sara Poirier)
 - (g) Municipal Registration of Sainte Famille Cemetery (Madelyn LeMay)
 - (h) Cannabis in West Hants (Saira Shah)
 - (i) Municipal Heritage Conservation Work Guidelines (Madelyn LeMay)
7. Building and Development Activity Report
 - (a) Monthly Report – January 2019
8. New Business
 - (a) Nova Scotia Planning Directors Association 2019 Spring Conference (Sara Poirier)
9. Notices from adjacent municipal units – *no notices received*
10. Miscellaneous
 - (a) Arcmap Online Usage Details
11. Questions and comments from public



**MUNICIPALITY OF THE DISTRICT OF WEST HANTS
Recommendation Report to Planning Advisory Committee**

To: Members of West Hants Planning Advisory Committee

Submitted by: Sara Poirier, Planner

Date: February 21, 2019

Subject: 50 Lynch Road, Newport Corner, West Hants, PID 45021391; Development Agreement to Permit a Campground

File #: 18-10

1.0 BACKGROUND

An application was received on December 21, 2018 from David Martin and Tiffany Wild to permit a campground at 50 Lynch Road (PID 45021391), Newport Corner, West Hants. The 81-acre lot is owned by the applicants and partially zoned Rural Residential (R-4) (approx. 10 acres) and Agriculture Priority Three (AR-3) (approx. 71 acres). A previous owner registered a development agreement on this property in June 2016 to permit a commercial kennel and trail facility. The current owners wish to discharge that agreement as part of this application.

2.0 LEGISLATIVE AUTHORITY

Municipal Government Act Part 8, Section 229 (2) and Section 230; West Hants Municipal Planning Strategy (MPS) and Land Use By-law (LUB).

3.0 RECOMMENDATION

In order to allow the requested development and discharge the current development agreement, staff recommends that the Planning Advisory Committee (PAC) forward a positive recommendation by passing the following motion:

that PAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow a campground at 50 Lynch Road, Newport Corner, PID 45021391, which is substantively the same as the draft set out in Appendix C of the report to the Planning Advisory Committee dated February 21, 2019, taking note that this development agreement will discharge and

replace the development agreement recorded at the Registry of Deeds on June 8, 2016 as document 109062563.

4.0 DISCUSSION and DOCUMENT REVIEW

Approximately 10 acres of the 81-acre subject lot is designated Hamlet, within the Hamlet of Newport Corner (H-6), and the remaining 71 acres is designated Agriculture on the Generalized Future Land Use Map of the MPS (Figure 1).

The lot is partially zoned Rural Residential (R-4) (approx. 10 acres) and partially zoned Agriculture Priority Three (AR-3) (approx. 71 acres) on the Zoning Map of the LUB (Figure 2). The requested campground is not permitted as-of-right within the Rural Residential (R-4) or Agriculture Priority Three (AR-3) zones.

The Rural Residential (R-4) portion of the subject lot is bound on the north, south and west by properties zoned Rural Residential (R-4). The Agriculture Priority Three (AR-3) portion of the lot is bound by properties zoned Agriculture Priority Three (AR-3) to the north and south, and the Beech Brook campground, zoned Recreation Commercial (RecC) to the east.

The property owners currently reside in a single unit dwelling on the Rural Residential (R-4) zoned portion of the property within the Hamlet of Newport Corner and are proposing the campground on the Agriculture Priority Three (AR-3) portion of the property, within the Agriculture designation.

A campground is not permitted as-of-right in the Rural Residential (R-4) or Agriculture Priority Three (AR-3) zones.

4.1 Development Agreements

A development agreement is a legal contract between the Municipality and a property owner that describes the type of development permitted on a property. Development agreements provide an opportunity for Council to exercise a greater degree of control over aspects of a development proposal and allow Council to consider uses that would otherwise not be permitted in the underlying zone. A development agreement is binding upon a property until the agreement is discharged by Council.

4.2 Request for Campground Development Agreement

4.2.1 Proposal

The property owners are proposing a campground on the property. The images in Figure 3 show the proposed tent site structures and tentative location of the tent sites within the campground. The property owners are proposing a total of eight (8) tent sites and six (6) outhouses. The tentative size for the tent platforms is 14 x 16 and lights for each tent site will be solar powered. They also plan to have a shower heated by propane in each of the outhouses.

The property is not serviced by Municipal water or sewer therefore any water supply or septic disposal required for this use would need to be approved by the Department of Environment and installed at the expense of the property owners.

The Senior Building Official will require all buildings to have the appropriate building permits approved prior to construction. The Senior Building Official added that tent structures should be constructed at least ten (10) feet apart. All tent bases, stairs, handrails and guards will need to be constructed in accordance with the National Building Code and the tent fabric will have to meet the flame-resistant rating required by CAN/ULC-S109. The Fire Chief for the area added that any fire pits and cooking areas should be confined to a burning ring or device and that owners should follow all Department of Natural Resources fire ban advisories.

The property has one main driveway and a second right-of-way that the owners can use to access the proposed campground. The owners plan to use their main driveway at 50 Lynch Road as the entrance to the campground and keep the right-of-way to the north of 62 Lynch Road as an emergency access. The Development Officer suggested that in the future if the property owners wish to use the right-of-way as the main entrance to the campground, they should receive legal opinion or a signed letter from the other party to the right-of-way agreement. The Department of Transportation and Infrastructure Renewal assessed the location for commercial access and confirmed that the existing driveway and right-of-way locations meet current stopping sight distances for commercial use and that commercial access approval will require submission of an acceptable design for commercial entrances at both locations.

The property owners are working through the campground licensing process under the Provincial Tourist Accommodations Act & Regulations. All Municipal, Provincial and Federal regulations and requirements must be met before the campground can begin operation.

The draft development agreement can be found in Appendix C.

4.2.2. *Municipal Planning Strategy and Land Use By-law*

Section 6.1 of the LUB, *Development Agreements*, states that *"The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy: ...*

(s) Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in the Agricultural Priority Two (AR-2) zone and the Agricultural Priority Three (AR-3) zone outside the Growth Centre, Village and Hamlet designations in accordance with Policies 8.9.4 and 8.10.5 respectively of the Municipal Planning Strategy;

(y) Recreation Commercial uses in any designation, except the Village Core, in accordance with Policy 13.3.2 of the Municipal Planning Strategy;

Part 7 of the MPS contains the overall intention for the areas designated Hamlet in West Hants; Section 7.2 indicates that new Recreation Commercial (RecC) uses may be considered by development agreement.

Part 8 of the MPS contains the overall intention for the Agriculture areas in West Hants; Section 8.10 indicates the intention to consider new non-resource Recreation Commercial (RecC) uses in the AR-3 zones outside the Growth Centres, Villages and

Hamlet designations by development agreement. A campground is a permitted Recreation Commercial (RecC) use.

Policy 7.2.4 of the MPS states that *“Notwithstanding Policy 7.2.3, existing Recreation Commercial uses in Hamlets shall be zoned in. New Recreation Commercial uses may be considered by development agreement subject to Policy 13.3.2, provided the Hamlet development objectives are maintained.”* and Policy 13.3.2 states that *“It shall be the policy of Council to consider the establishment of new Recreation Commercial uses by development agreement in any designation except the Village Core”*.

Additionally, Policy 8.10.5 states that *“it shall be the intention of Council to consider new non-resource Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or Open Space (OS) uses in AR 3 zones outside the Growth Centre, Village and Hamlet designations by development agreement”*.

4.2.3 MPS Specific Criteria

Policy 7.2.4 and Policy 8.10.5 of the MPS establish Councils intention to consider new Recreation Commercial (RecC) uses by development agreement. The above policies establish the criteria to be considered by Council, which are examined in detail in Appendix A. In summary, the criteria are met since:

- the proposed use is a campground which will be privately owned and open to the public;
- the Department of Transportation and Infrastructure Renewal (DTIR) has advised that there is adequate roadway access for the campground;
- the lot dimensions are adequate for the proposed use;
- the development will not adversely affect adjacent land uses; and
- adequate separation distances will be provided.

4.2.4 MPS General Criteria

Policy 16.3.1 of the MPS states general criteria for any development agreement considered in West Hants. These criteria are examined in detail in Appendix B. In summary:

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Senior Building Official, Director of Public Works and DTIR have no major concerns.

4.3 Request for Discharge

West Hants entered into a development agreement with Jonathan Lucas in 2016 to allow uses permitted in the Recreation Commercial (RecC) zone including a commercial kennel (allowed as-of-right in the Agriculture Priority Three (AR-3) zone), trails facility, and accessory structures to those uses on the subject lot. The lot was subsequently sold to the current owners, David Martin and Tiffany Wild.

Mr. Martin and Ms. Wild have no intention of continuing the uses permitted by the existing development agreement and have requested it be discharged from their property.

Section 13 (c) of the Development Agreement states that the *“Notice of Intent to Discharge this Agreement may be given by the MUNICIPALITY to the DEVELOPER following a resolution of Council to give such Notice:*

(c) *at any time upon the written request of the DEVELOPER, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.”*

The draft of the development agreement discharge can be found in Appendix D.

5.0 MUNICIPAL CLIMATE CHANGE ACTION PLAN

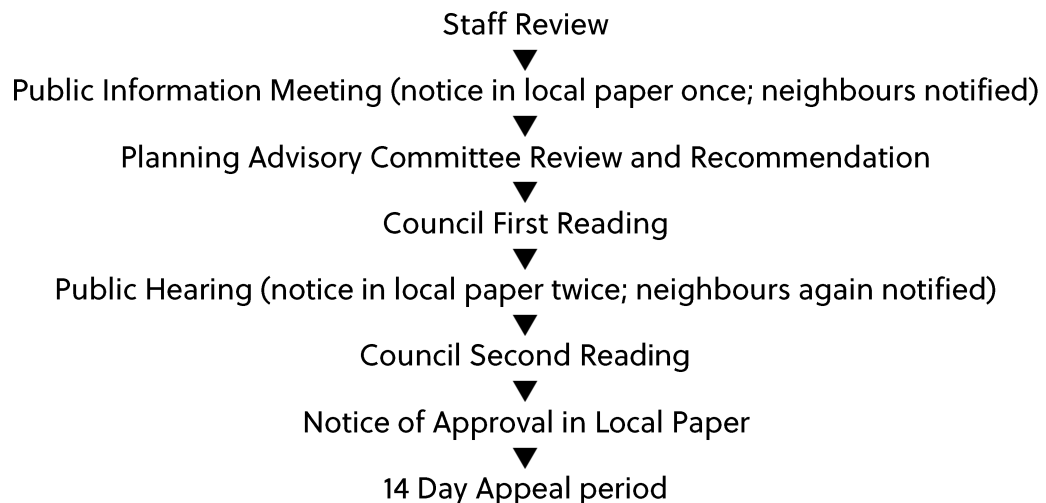
The Municipal Climate Change Action Plan (MCCAP) Inland Flooding map (2013) and Seawater Intrusion map (2013) were consulted and the property does not appear susceptible to flooding or seawater intrusion.

6.0 CONCLUSION

As noted above, the proposed development has been considered within the context of both the specific and general policies of the MPS and is consistent with the intent, objectives and policies of the MPS. The development meets the specific and general criteria for development agreements as outlined in the MPS. As a result, it is reasonable to consider approving the development agreement to allow a campground at 50 Lynch Road, Newport Corner, West Hants, PID 45021391.

7.0 PROCESS

7.1 Request for Campground Development Agreement



8.0 OPTIONS

In response to the application, PAC may recommend that Council:

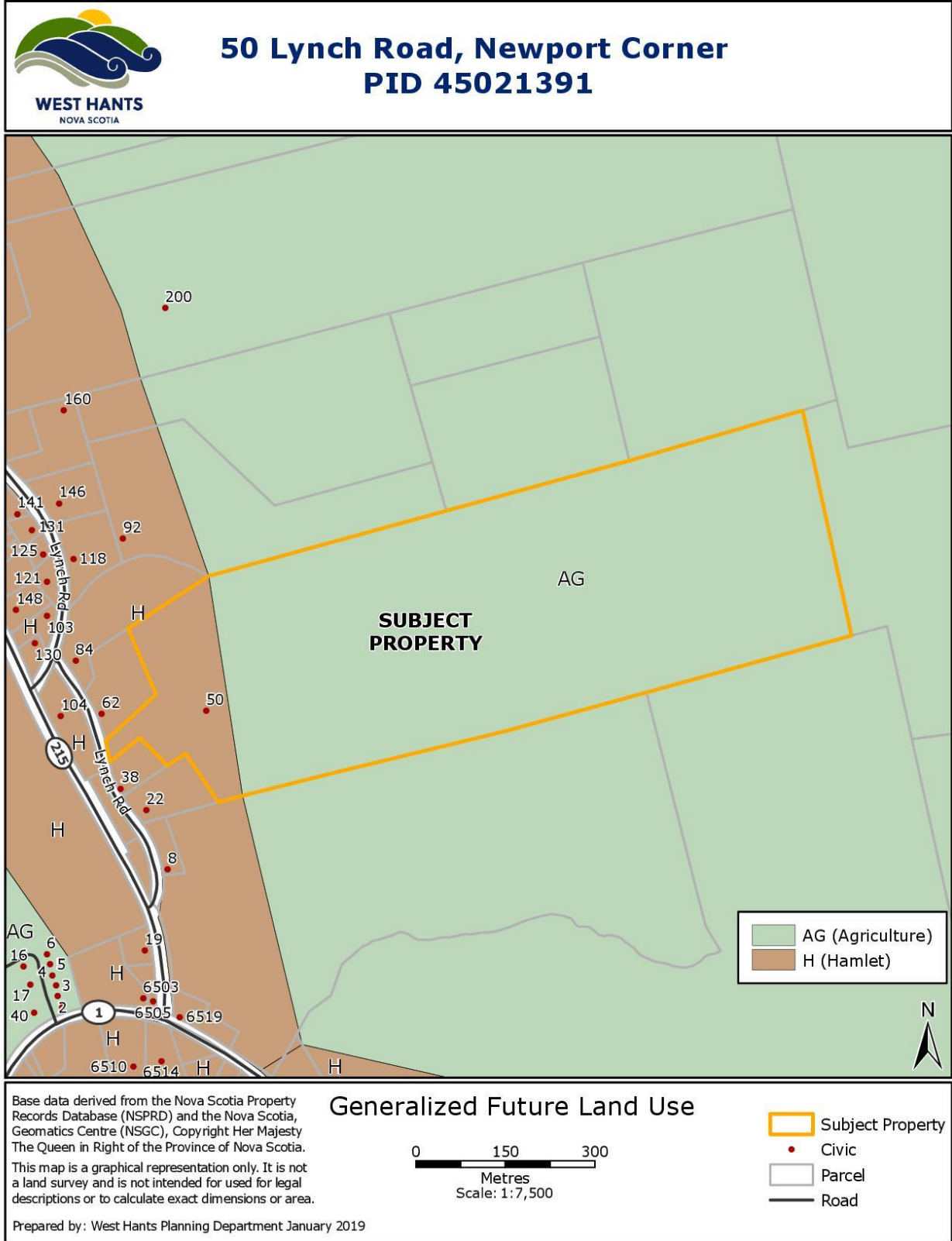
- 8.1 follow the process to enter into the development agreement as drafted or as specifically revised by direction of PAC;
- 8.2 refuse the development agreement requested, identifying the policy or policies of the Municipal Planning Strategy which have not been met; and
- 8.3 provide alternative direction, such as requesting further information on a specific topic.

9.0 APPENDICES

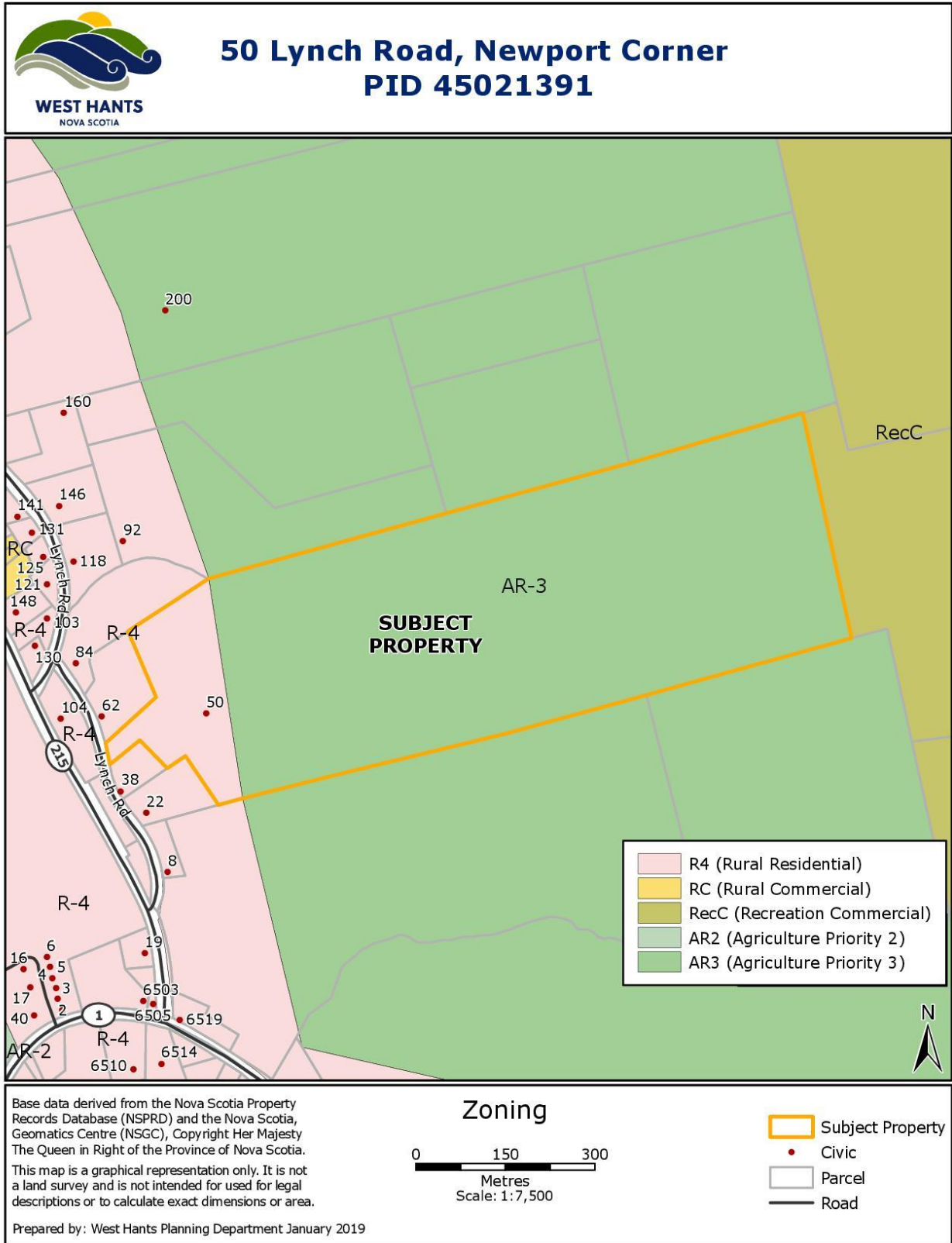
Figure 1	Generalized Future Land Use Map
Figure 2	Existing Zoning Map
Figure 3	Proposed Tent Site Structures and Locations
Appendix A	Specific Criteria for Development Agreement
Appendix B	General Criteria for Development Agreement
Appendix C	Draft Development Agreement
Appendix D	Draft Discharge

Report Approved by: Madelyn LeMay, Director of Planning and Development

FIGURE 1
GENERALIZED FUTURE LAND USE MAP



**FIGURE 2
EXISTING ZONING MAP**

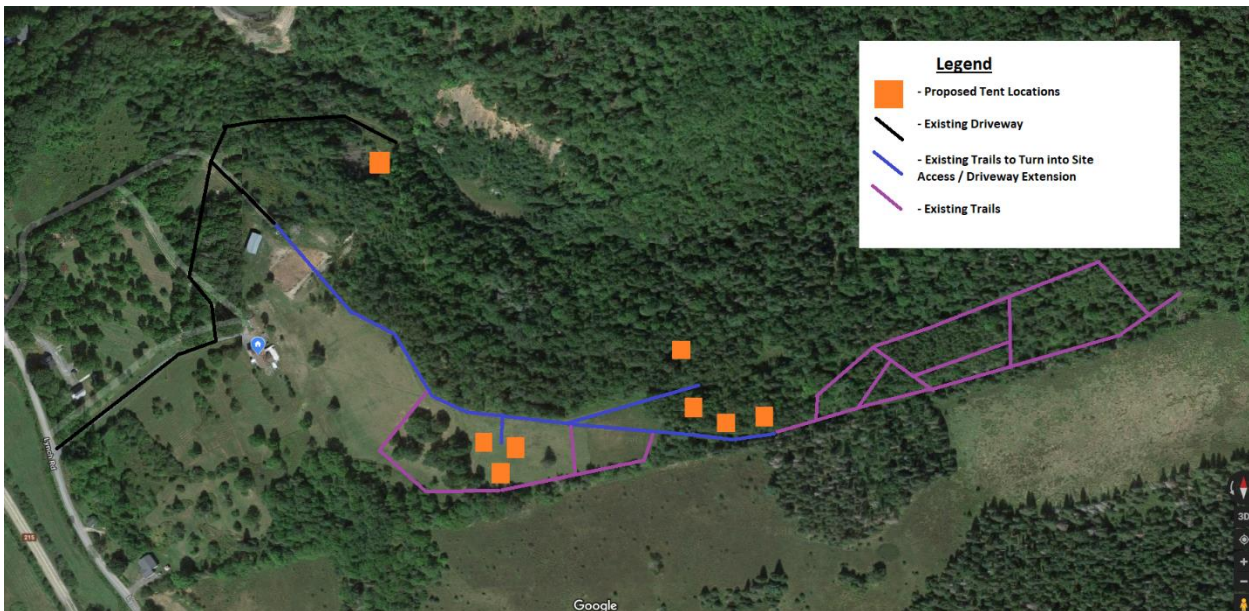


**FIGURE 3
PROPOSED TENT SITE STRUCTURES AND LOCATIONS**

Examples of tent site structures received from the applicants



Tentative tent site locations received from the applicants



APPENDIX A
SPECIFIC CRITERIA FOR DEVELOPMENT AGREEMENT

7.0 HAMLET

7.2 Commercial and Industrial Development

Policy 7.2.4 *Notwithstanding Policy 7.2.3, existing Recreation Commercial uses in Hamlets shall be zoned in. New Recreation Commercial uses may be considered by development agreement subject to Policy 13.3.2, provided the Hamlet development objectives are maintained.*

Policy 13.3.2 *It shall be the policy of Council to consider the establishment of new Recreation Commercial uses by development agreement in any designation except the Village Core subject to the following criteria:*

CRITERIA	COMMENT
<i>(a) the proposed use is a campground, golf course, driving range or other commercial entertainment or recreation facility which is open to the public and privately owned;</i>	The proposed use is a campground which will be privately owned and open to the public.
<i>(b) the use shall not include race tracks, motocross courses or other establishments which require the continued or frequent use of motor vehicles;</i>	The use will not include the continued or frequent use of motor vehicles.
<i>(c) the lot dimensions and any structures are adequate for the use at proposed capacity;</i>	The property is approximately 81 acres in size. New structures would be created to accommodate the travelling or vacationing public and would be adequate for the proposed capacity.
<i>(d) safe and efficient roadway access is provided;</i>	Lynch Road is a Provincially owned road under the jurisdiction of the Department of Transportation and Infrastructure Renewal (DTIR). The DTIR assessed the location for commercial access and confirmed that the existing driveway and right-of-way locations meet current stopping sight distances for commercial use. They also stated that commercial access approval will require submission of an acceptable design for commercial entrances at both locations. They do not anticipate a negative impact to the Provincial road network with this proposed development.
<i>(e) adequate on-site parking is provided;</i>	Adequate on-site parking will be provided. Parking requirements will be outlined in the development agreement to ensure at least one (1) 10 ft x 20 ft (3.05 m x 6.10 m) parking space is provided for every tent site.

<i>(f) if the proposed development is located in a Growth Centre, the property has adequate frontage on an arterial or collector road;</i>	N/A.
<i>(g) neighbouring uses will not be adversely affected as a result of traffic generation, visual intrusion, hours of operation, noise, lighting, littering, dust or other impacts;</i>	There will be a minimal increase of traffic generated by the proposed use. Hours of operation will be limited in the development agreement to ensure quiet times are maintained between 10:30 p.m. and 6 a.m. the following day. As the property is 80 acres it is not anticipated that noise or lighting will cause any adverse effects to adjacent properties. The owners will keep the property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.
<i>(h) adequate landscaping, fencing or buffering, and separation distances will be provided;</i>	The property is approximately 80 acres in size. No structures will be constructed closer than 40 feet (12.19 m) to the property line. Adequate separation distances will be provided.
<i>(i) any other matter which may be addressed by development agreement; and</i>	The Fire Chief stated that any fire pits or cooking areas should be confined in a burning ring or device and to adhere the Department of Natural Resources fire ban advisories. The Senior Building Official stated that the tent material must meet the fire-resistant rating required by CAN/ULC-S109. These requirements will be outlined in the development agreement. Additionally, as the campground is proposed on a property located within the agriculture designation and is zoned Agriculture Priority Three (AR-3), topsoil removal and the development of new public streets or private roads will be prohibited in accordance with MPS Policy 8.3.1 and 8.4.1 and the LUB 18.11.
<i>(i) Policy 16.3.1.</i>	Please see Appendix B.

8.0 AGRICULTURE

8.10 Agriculture Priority Three Zone

Policy 8.10.5 *It shall be the intention of Council to consider new non-resource Rural Commercial (RC), Recreation Commercial (RecC), Resource Industrial (M-1) or*

Open Space (OS) uses in AR 3 zones outside the Growth Centre, Village and Hamlet designations by development agreement subject to the following:

CRITERIA	COMMENT
<i>(a) the proposed use will not compromise or adversely affect the operation or integrity of existing agricultural operations;</i>	It is not anticipated that the proposed use will adversely affect any existing agricultural operations.
<i>(b) the predominant agricultural character of the area will not be adversely affected;</i>	It is not uncommon for Recreation Commercial (RecC) uses to occur in agricultural areas. For example, the Beech Brook Campground is currently located adjacent to the applicant's property within the Agriculture designation. It is not anticipated to adversely affect the agricultural character of the area.
<i>(c) adequate separation distances and buffering between agricultural and non-agricultural uses can be provided;</i>	No structures will be constructed closer than 40 feet (12.19 m) to the property line which is consistent with the side yard setbacks of the Agriculture Priority Three (AR-3) zone. Adequate buffering and separation distances will be provided.
<i>(d) the use is not one which, because of its size or nature, would be more appropriately located in a Growth Centre, Village or Hamlet;</i>	The Recreation Commercial (RecC) campground requires a large property. It would not be more appropriately located in a Growth Centre, Village or Hamlet.
<i>(e) safe and efficient roadway access is provided;</i>	See 13.3.2 (d).
<i>(f) adequate on-site parking is provided;</i>	See 13.3.2 (e).
<i>(g) the development is compatible with adjacent land uses with respect to:</i>	
<i>(i) traffic generation and traffic safety;</i>	DTIR stated that no negative impact to the Provincial road network is anticipated with the proposed development.
<i>(ii) hours of operation;</i>	The development agreement will limit the hours of operation to ensure quiet hours are maintained between 10:30 p.m. and 6 a.m. similar to Provincial park regulations in Nova Scotia.
<i>(iii) size and design of building(s);</i>	All structures will require the appropriate building and development permits prior to construction.
<i>(iv) signage; and</i>	Signage and illumination will be regulated under sections 5.18 and 7.14 of the LUB which controls lighting, size, location, and number of signs, and as below in the draft development agreement.

<i>(v) pedestrian circulation and safety</i>	No impact on pedestrian traffic or safety is anticipated. No pedestrian safety plan currently exists in West Hants.
<i>(h) any other matter which may be addressed in a development agreement; and</i>	See 13.3.2 (i).
<i>(i) Policy 16.3.1.</i>	Please see Appendix B.

APPENDIX B

GENERAL CRITERIA FOR DEVELOPMENT AGREEMENT

Policy 16.3.1 *In considering development agreements and amendments to the West Hants Land Use By-law, in addition to the criteria set out in various policies of this Strategy, Council shall consider:*

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	The Director of Public Works stated that this property is not serviced by municipal water and sewer. Any water supply or septic disposal required for this use would need to be approved by the Department of Environment and installed at the expense of the property owners.
<i>(ii) the adequacy of school facilities;</i>	N/A.
<i>(iii) the adequacy of fire protection and other emergency services;</i>	The Fire Chief does not have any concerns regarding the adequacy of fire protection and went on to state that the Fire Department is equipped with an all-terrain vehicle that could easily access the property in response to an emergency request.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	As noted in 13.3.2 (d), the DTIR has confirmed that the adjacent road network is adequate for the campground.
<i>(v) the financial capacity of the Municipality to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality related to this development agreement.
<i>(b) whether the development is serviced, or capable of being serviced, by a potable water supply and either central sewer or an approved on-site sewage disposal system;</i>	The Director of Public Works stated that this property is not serviced and is not capable of being serviced by municipal water and sewer at this time. Supply of water and septic disposal is the responsibility of the owners. See 16.3.1 (a)(i).
<i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	The proposed campground will add minimal traffic on Lynch Road. DTIR has determined there is adequate access to the property and does not anticipate any negative impact to the Provincial road network. There is no rail transportation in this area. No impact on pedestrian traffic or safety is anticipated.
<i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i>	See 13.3.2 (c).
<i>(e) the pattern of development which the proposal might create;</i>	This proposal is not anticipated to change the pattern of development in the area.

<p><i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses or wetlands, and susceptibility of flooding;</i></p>	<p>There is a small un-named water course running through the property. The development agreement will specify that no structure shall be located closer than 50 feet (15.24 m) of the watercourse.</p> <p>The Municipal Climate Change Action Plan (MCCAP) Inland Flooding map (2013) and Seawater Intrusion map (2013) were consulted and the property does not appear susceptible to flooding or seawater intrusion.</p>
<p><i>(g) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by laws and regulations; and</i></p>	<p>All Municipal, Provincial and Federal regulations will have to be met before the campground can operate.</p>
<p><i>(h) any other matter required by relevant policies of this Strategy.</i></p>	<p>All other matters have been addressed elsewhere in this report.</p>

WHEREAS Policy 7.2.4, Policy 13.3.2 and Policy 8.10.5 of the Municipal Planning Strategy and Section 6.1 (s) and (y) of the Land Use By-law provide that new Recreation Commercial uses may be developed on properties zoned Rural Residential (R-4) outside the Village Core and on properties zoned Agriculture Priority Three (AR-3) outside the Growth Centre, Village and Hamlet only by development agreement; and

WHEREAS the Council of the Municipality, at a meeting held on (DATE), approved this request and adopted this Agreement by policy subject to the execution of this development agreement by the parties hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1.0 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use By-law, except those defined as follows:

- (a) "Campground" means any premises operated for profit or gain for the accommodation of the travelling or vacationing public, comprised of land maintained as grounds for camping or separate buildings each containing a one-room rental unit used as an alternative form of accommodation, and is licensed and adheres to the regulations outlined in the Tourist Accommodations Act.
- (b) "Outhouse" an outbuilding containing a toilet and other bathroom fixtures.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

- Schedule A - Legal Description
- Schedule B - Site Plan

1.3 Municipal Planning Strategy, Land Use By-law, and Subdivision By-law

- (a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Municipality, approved on May 13, 2008, as amended, or successor By-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Municipality, approved on May 13, 2008, as amended, or successor By-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Municipality, approved on May 13, 2008, as amended, or successor By-laws.

2.0 DEVELOPMENT REQUIREMENTS

2.1 Uses

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and

- (b) campground accommodations and facilities, including accessory building and structures.

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

2.2 Development Location and Design

- (a) The proposed campground shall be located entirely on the portion of the lot designated Agriculture with the campsites constructed in substantially the same pattern and location as shown on the site plan, Schedule 'B'.
- (b) The campground shall consist of no more than eight (8) tent sites and six (6) outhouses.
- (c) There shall be at least ten (10) feet between each tent structure.
- (d) No structure shall be located closer than 50 feet (15.24 m) to the un-named watercourse on the property.
- (e) All tent bases, stairs, handrails and guards shall be constructed in accordance with the National Building Code and the tent fabric shall meet the flame-resistant rating required by CAN/ULC-S109.
- (f) Fire pits or cooking areas shall be confined in a burning ring or device and campground owners shall enforce adherence to the Department of Natural Resources fire ban advisories.

2.3 Setbacks and Buffering

No structure shall be constructed closer than 40 feet (12.19 m) to the property line. All other setbacks and yards shall be consistent with the Land Use By-law.

2.4 Access and Egress

The driveway shall be approved for commercial access by Department of Transportation and Infrastructure Renewal (DTIR) prior to the campground opening to the public.

2.5 Parking and Loading Areas

The Owners shall maintain at least one (1) parking space for each tent site.

2.6 Signs

Signage and illumination shall be regulated under sections 5.18 and 7.0 of the Land Use By-law which controls lighting, size, location, and number of signs. One additional ground sign with lighting may be permitted to assist campground users arriving after dark, following the provisions in section 2.7 *Lighting*. The ground sign may be a maximum height of 35 ft (10.67 m) and a maximum area of 50 ft² (4.64 m²).

2.7 Lighting

Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to minimize light spilling, glare or light cast over neighbouring properties or the street.

2.8 Sewer Services

The property is not serviced by municipal water and sewer. Any water supply, outhouse facility or septic disposal required for any of the uses described in *Section 2.1 Uses*, shall be approved by the Department of Environment and installed at the expense of the Owners.

2.9 Maintenance

- (a) The Owners shall keep the Property and buildings and any portion thereof clean and in good repair. Any driveways, fences, lawns, trees, shrubs, walkways and other landscaping elements shall be regularly maintained and kept in a tidy state and free from unkempt materials or matter of any kind.
- (b) The Owners shall maintain the driveways to a level adequate to allow for access by emergency services vehicles.

2.10 Hours of Operation

The general office hours for the Recreation Commercial (RecC) use shall be between 7 a.m. and 9 p.m. daily, Monday to Sunday, inclusive. The campground shall maintain quiet hours between the hours of 10:30 p.m. and 6 a.m. the following day.

2.11 Removal of Topsoil

Removal of topsoil shall be prohibited on the lot except where incidental to an agricultural use or for excavation associated with the construction of permitted buildings or structures.

2.12 Private Roads

No new public street or private road shall be permitted in association with this development.

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owners shall not vary or change the use of the Property from that provided for in *Section 2.1 Uses* of this Agreement unless a new agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this Agreement.
- 3.3** The following matters are substantive matters:
 - (a) the uses permitted on the Property as listed in *Section 2.1 Use* of this Agreement; and

- (b) the size of the campground and number of tent sites on the Property as listed in *Section 2.2 Development Location and Design* of this Agreement.

3.4 Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owners following a resolution of Council to give such Notice:

- (a) as provided for in *Section 4.1 Commencement of Operation* of this Agreement; or
- (b) at the discretion of the Municipality, with or without the concurrence of the Owners, where the Development has, in the reasonable opinion of Council on advice from the Development Officer, ceased operation for a period of at least twenty-four (24) months; or
- (c) at any time upon the written request of the Owners, provided the use of the Property is in accordance with the Land Use By-law or a new Agreement has been entered into.

PART 4 IMPLEMENTATION

4.1 Commencement of Operation

- (a) The Owners may not commence any construction or use on the Property related to this development until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required.
- (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 sole option of the Municipality by resolution of Council 30 days after giving Notice of Intent to Discharge to the Owners. Upon the written request of the Owners, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owners are bona fide delayed from commencing the development for reasons which are beyond the Owners control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owners are excused for the period of the delay and the time period for the Owners to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

4.2 Material to be Provided

- (a) The Owners shall provide record drawings to the Development Officer for any portion of the development for which an engineered design is required within ten (10) days of completion of any work which requires the engineered design.

- (b) The Owners shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with Other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Owners 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 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.

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (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.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Owners about the suitability of the Property for the development proposed by this agreement. The Owners assume all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the Development.
- (b) 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 Owners in writing. In the event that the Owners have 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 Costs

The Owners shall pay all costs associated with the advertising required for this Agreement, the costs of registering this Agreement and discharging any prior agreements encumbering the Property, and all costs associated with any amendment thereof.

5.7 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.

5.8 Assignment of Agreement

The Owners 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.

5.9 Written Notice

- (a) The Municipality may serve notice on the Owners personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to 50 Lynch Road, Newport Corner, NS B0N 1L0, or at any other address provided by the Owners.
- (b) The Owners may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, Municipality of the District of West Hants, 76 Morison Drive, P.O. Box 3000, Windsor, Nova Scotia, B0N 2T0.

5.10 Full Agreement

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

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

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Witness

MUNICIPALITY OF THE DISTRICT OF WEST HANTS

)

)

)

) Per: _____

)

)

) Per: _____

)

)

)

) **DAVID MARTIN**

)

)

) Per: _____

)

)

) **TIFFANY WILD**

)

)

) Per: _____

)

)

Witness

Witness

CANADA
PROVINCE OF NOVA SCOTIA
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (INDIVIDUAL)

I, DAVID MARTIN, the "Deponent", make oath and swear that:

1. **I acknowledge that I executed the foregoing instrument on the date of this affidavit; this acknowledgement is made for the purpose of registering such instrument pursuant to s.31(a) of the *Registry Act*, R.S.N.S. 1989, c.392 or s.79(1)(a) of the *Land Registration Act* as the case may be.**
2. I am nineteen years of age or older and am a resident of Canada under the *Income Tax Act* (Canada).
3. For the purpose of this affidavit "spouse" means an individual who is married to another individual; is married to another individual by a marriage that is voidable and has not been voided by a declaration of nullity; has gone through a form of marriage with an individual, in good faith, that is void and they are cohabiting or have cohabited within the preceding year; or is a party to a registered domestic-partner declaration made in accordance with Section 53 of the *Vital Statistics Act* as amended, but does not include an individual who becomes a former domestic partner pursuant to section 55(1) of the Act.
4. I am not a spouse and, with respect to the within property, I have no former domestic partner with the rights contemplated by section 55 of the *Vital Statistics Act*, nor any former spouse with rights in the within property under the *Matrimonial Property Act*, as amended.

I certify that on this _____, 2019
the Deponent came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

DAVID MARTIN

Schedule 'A'

Legal Description – PID 45021391

ALL that certain tract of land lying in the Township of Newport, in the County of Hants, Province of Nova Scotia bounded and described as follows:

BOUNDED on the North by lands now or formerly owned by James Fox, Walter Lynch, James Mosher, George Lynch, William Porter and John Lynch;

BOUNDED on the East by lands now or formerly owned by George Harvey;

BOUNDED on the South by lands now or formerly owned by the Estate of the late Oliver Baxter and Arthur Lynch;

BOUNDED on the West by the old Newport Road.

SUBJECT TO the Agreement re Use of Land (burden) created by the instrument recorded in the Land Registration Office for Hants County, Nova Scotia as Document 109062563 on June 8, 2016.

SAVING AND EXCEPTING thereout Parcel CL-1 containing 5.69 acres as shown on Plan 5400 filed June 18, 1987 conveyed to Beechbrook Enterprises Limited.

ALSO SAVING AND EXCEPTING thereout Lot A containing 99,800 square feet as shown on Plan filed in Book 268 Page 432 conveyed to Keith Linton.

ALSO SAVING AND EXCEPTING thereout Lot B containing 18,540 square feet as shown on Plan 465 filed September 10, 1973 conveyed to Nathaniel Spence.

ALSO SAVING AND EXCEPTING thereout Lot C containing .79 acres (added to Lot B to form Lot BC) as shown on Plan 6080 filed July 31, 1989 conveyed to Nathaniel Spence.

ALSO SAVING AND EXCEPTING that lot of land and premises conveyed to Raymond Lynch, described as follows:

BEGINNING at an iron stake on the Easterly side of the Old Road leading from Halifax to Brooklyn, said iron stake being three hundred (300) feet South of the intersection of the said Old Road and the lane leading into lands of the Estate of Lola Lynch, deceased;

THENCE running Easterly four hundred (400) feet to another iron stake;

THENCE running Northerly parallel with said Old Road four hundred (400) feet to the Southerly line of lands now or formerly of James Spence;

THENCE running Westerly along said lands of James Spence until it strikes the said lane leading to the Estate of Lola Lynch;

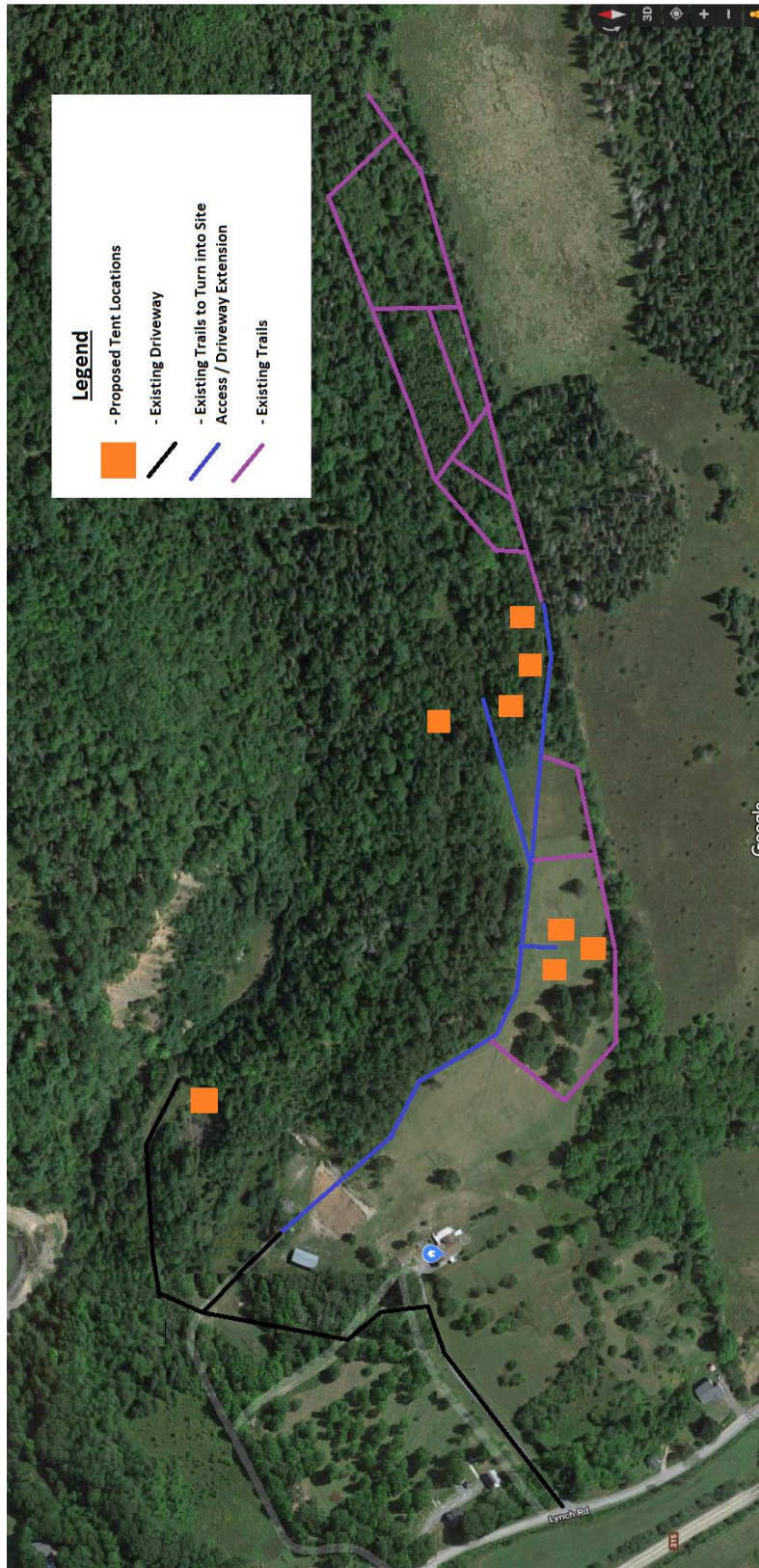
THENCE running Southerly and Westerly along the Easterly and Southerly side of said lane until it comes to the said Old Road;

THENCE running Southerly along said Old Road to the place of beginning;

CONTAINING four acres more or less.

Schedule 'B'

Site Plan – PID 45021391



**APPENDIX D
DRAFT DISCHARGE**

This DISCHARGE OF DEVELOPMENT AGREEMENT made this DAY, MONTH, YEAR

BETWEEN:

MUNICIPALITY OF THE DISTRICT OF WEST HANTS a body corporate,
hereinafter called the "Municipality" of the one part

-and-

DAVID MARTIN and **TIFFANY WILD**, Owners of 50 Lynch Road, Newport Corner
(PID 45021391), hereinafter called the "Owners" of the other part

WHEREAS the Municipality entered into a development agreement with Jonathan Lucas dated June 1st, 2016 and recorded at the Registry of Deeds, Nova Scotia on June 8th, 2016 as document 109062563;

AND WHEREAS the Owners have requested that the Municipality discharge the development agreement;

AND WHEREAS pursuant to Section 229 of the *Municipal Government Act*, on DATE, Council of the Municipality approved this request;

NOW THIS Discharge witnesseth that in consideration of the foregoing recitals and pursuant to the development agreement hereinbefore referred to, that the Municipality of the District of West Hants hereby terminates and discharges the said development agreement and hereby gives notice that the terms of the Land Use By-law of the Municipality of the District of West Hants shall apply with respect to the lands referred to in the development agreement.

IN WITNESSETH WHEREOF the Municipality has caused this discharge to be executed by its proper officers and has caused its seal to be affixed hereto.

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Witness

**MUNICIPALITY OF THE DISTRICT OF
WEST HANTS**

)

)

)

) Per: _____

Warden

)

) Per: _____

Municipal Clerk

)

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

I CERTIFY THAT ON THIS day of , A.D. 2019, **THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS**, executed the foregoing instrument and affixed its corporate seal thereto in my presence by its duly authorized Officers and that I signed such instrument as witness to my such execution.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

I CERTIFY THAT ON THIS day of , A.D. 2019, **THE MUNICIPALITY OF THE DISTRICT OF WEST HANTS**, executed the foregoing instrument and affixed its corporate seal thereto in my presence by its duly authorized Officers and that I signed such instrument as witness to my such execution.

A Commissioner of the Supreme Court of Nova Scotia



PLANNING & DEVELOPMENT SERVICES
 76 Morison Drive, Windsor-West Hants Industrial Park
 P.O. Box 3000, Windsor, Nova Scotia B0N 2T0
 Tel: (902) 798-8391 Ext. 115 Fax: (902) 798-8553

ACTIVITY REPORT

For Month of January 1/31/19

Type	<i>Jan 2018</i>			<i>Jan 2019</i>		
	Permits	Units	Value of Construction	Permits	Units	Value of Construction
*Single Unit	8	4	851,500	5	1	110,700
Duplex/Semi	0	0	0	0	0	0
Apartments	1	0	185,000	0	0	0
**Other Residential	6	0	74,500	4	0	32,500
Commercial	2	0	6,200	2	1	54,500
Industrial	0	0	0	1	0	6,400
Inst & Gov	0	0	0	1	0	40,000
Agriculture	0	0	0	1	0	14,000
Park/Recreational	0	0	0	0	0	0
Total	17	4	1,117,200	14	2	258,100
Year To Date	17	4	1,117,200	14	2	258,100
Demolition	0	0		0	0	
Sign Permits	0			1		
Sub Applications	4	6 (Lots Requested)		3	1 (Lots Requested)	

*includes new construction, additions, renovations, repairs, and development permits.

**includes garages/sheds/carports, decks, and swimming pools.

Municipality of West Hants Online Mapping Usage Details

Usage Details for the Period : January 2018 - July 2018

Map	Avg Views Per Day
Main Map	4.47
Zoning	3.7
Fire	0.53
Waste	0.87

Usage Details for the Period : July 2018 - January 2019

Map	Avg Views Per Day
Main Map	3.15
Zoning	3.11
Fire	0.92
Waste	1.38
Land Survey Comments	2.89
West Hants Comments	4.05