

2022-11-16 PAC Public Meeting - MacBeth's

2022-09-21 Minutes 3
4Ai Staff Report 6
4Aviii East End Area Advisory Committee Recommendation 30

**PLANNING ADVISORY COMMITTEE
PUBLIC MEETING AGENDA**

**Three Rivers Community Hall
41 Messenger Road, Torbrook Mines, NS**

7:00 p.m., November 16, 2022

1. Roll Call

2. Welcoming Remarks (Chair)

The purpose of this Public Meeting is to permit members of the public to make their views known to the Annapolis County Planning Advisory Committee, via oral or written submissions, concerning an application received from Harry Wilson on September 28, 2022, File No. 2022-DA-001, for a Development Agreement Amendment: for the future expansion of MacBeth's Grooming and Kennel Boarding located on the land identified as parcel PID 05292347 at 10301 Highway 201 in the Community of Meadowvale.

All questions and comments throughout the meeting are to be addressed to the Chair, who will afford an opportunity for public input and will ask that persons speaking identify themselves and the community they are from *each time* so that their comments may be recorded in the minutes of these proceedings, and that the person speaking identify if they are speaking in favour or against the application. Written presentations are acknowledged first, followed by public oral presentations in accordance with *AM-1.3.2 Public Participation Policy*.

Questions/comments from PAC members are asked to be held until all public comment is heard.

3. Minutes

A. September 21, 2022: (*see attached*)

4. New Business

A. Re: Development Agreement Amendment Application 10301 Highway 201, PID 05292347

- i. Staff Report - Application to Amend MacBeth's Grooming and Kennel Boarding Development Agreement– 10301 Highway 201, PID 05292347
- ii. Presentation by Planner – Application Specifics & Planning Process
- iii. Presentation of the Request – Harry Wilson
- iv. Acknowledgement of Written Submissions (Municipal Clerk)
- v. Call for Oral Presentations by Registration
- vi. Call for Oral Presentations by Registration on Site
- vii. Call Additional 3 Times for Oral Presentations
- viii. East End Area Advisory Committee Recommendation
- ix. Call for questions or comments from Planning Advisory Committee Members
- x. Next Steps - Planner

5. PAC Recommendation

6. Closing Comments and Adjournment (Chair)

Minutes of the **Planning Advisory Committee Public Meeting** held at the Bridgetown Fire Hall, 31 Bay Road, Bridgetown, NS, on September 21, 2022, at 7:00 p.m.

Roll Call:

- District 1 Bruce Prout, present
- District 2 Brian Fuzzy Connell, present
- District 3 Alan Parish, present
- District 4 Clyde Barteaux, present
- District 5 Lynn Longmire, present
- District 6 Alex Morrison, present
- District 7 David Hudson, absent
- District 8 Michael Gunn, present
- District 9 Wendy Sheridan, present
- District 10 Brad Redden, present
- District 11 Diane LeBlanc, present
- Citizen Member Carolyn Hubble, present
- Citizen Member Rachel Humphreys, present
- Citizen Member James Stronach, absent (regrets sent)

Also Present: Interim CAO Doug Patterson, Municipal Clerk Carolyn Young, Community Development Linda Bent, Planner Victoria Hamilton, applicant Riku Raisenan, and 2 members of the public.

Call to Order/Purpose

The Warden noted the purpose of this Public Meeting is to permit members of the public to make their views known to the Annapolis County Planning Advisory Committee, via oral or written submissions, concerning an application received from Riku Raisenan on June 20, 2022, File No. 66520-35-2022-LUB-002, for a Land Use Bylaw Map Amendment; to rezone the land identified as parcel PID 05149976 at 271 Granville Street in the Community of Bridgetown from the Institutional (I1) zone to the Downtown Commercial (C1) Zone.

All questions and comments throughout the meeting are to be addressed to the Chair, who will afford an opportunity for public input and will ask that persons speaking identify themselves and the community they are from *each time* so that their comments may be recorded in the minutes of these proceedings, and that the person speaking identify if they are speaking in favour or against the application. Written presentations are acknowledged first, followed by public oral presentations in accordance with *AM-1.3.2 Public Participation Policy*.

Questions/comments from PAC members are asked to be held until all public comment is heard.

Minutes

Re: May 31, 2022

It was moved by Deputy Warden Gunn, seconded by Councillor Longmire, to approve the minutes of the May 31, 2022 Planning Advisory Committee as circulated. Motion carried unanimously.

New Business

Re: Bridgetown Land Use Bylaw Map Amendment Application 271 Granville Street, PID 05149976

- **Staff Report** - Application to Amend Bridgetown MPS & LUB – 271 Granville Street, PID 05149976
Ms. Hamilton reviewed the contents of the staff report.
- **Presentation by Planner** – Application Specifics & Planning Process
The proposed use is mixed used, with textile studio/showroom on the main floor, and an apartment upstairs.
The public participation process has included the application appearing before Committee of the Whole, and the Bridgetown Area Advisory Committee, and now to the Planning Advisory Committee. These are all advertised meetings, and Notices of this meeting were hand-delivered to properties within 30m of the property in question.
- **Presentation of the Request** – Riku Raisenan was present, and noted it is his intention to have a mix of commercial and residential in order to have a textile studio downstairs (he has an interested renter who deals in custom orders), open to the public. And an upstairs apartment unit.
- **Acknowledgement of Written Submissions** (Municipal Clerk)
The Clerk reported that no written submissions had been received.
- **Call for Oral Presentations by Registration;**
The Clerk reported that no presentations had been registered .
- **Call for oral presentations by registration on site**
There were no presentations registered at the door.
- **Call additional 3 times for oral presentations**
The Warden called 3 times for oral presentations in favour or against the request. There were none.
- **Bridgetown Area Advisory Committee Recommendation**
The Clerk read the recommendation from the Bridgetown Area Advisory Committee, for information only:
‘That Municipal Council consider processing the application received on June 20, 2022, File No. 66520-35-2022-LUB-002 on behalf of the Municipality of the County of Annapolis for a Land Use Bylaw Map Amendment; to rezone the land identified as parcel PID 05149976 at 271 Granville Street in the Community of Bridgetown from the Institutional (I1) zone to the Downtown Commercial (C1) Zone.’
- **Call for questions or comments from the Planning Advisory Committee Members**
Hubble – current map shows C1 in that area and it is clearly envisioned. Staff reports no negative feedback. Are there issues around parking, loading, driveways – will that work? **Planner** –since it was already a government office, with staff and public, this should not pose increased issues. **Hubble** - In C1 zone, list of permitted uses, if not listed in the list, is a recommendation from the Development Officer sufficient because Textile is not listed. **Planner** – it is deemed a similar use.

- **Next Steps** – Planner Victoria Hamilton
 - if a favourable motion comes from this meeting, it is referred to October COTW for October Council to give First Reading of its intent to amend the Bridgetown Land Use Bylaw
 - October Council will set public hearing date
 - After the public hearing, Council may give Second/Final Reading of its intent to amend the Bridgetown Land Use Bylaw.
 - Once Final Reading is given, a notice is placed in the paper with steps on how to appeal council's decision, and provides 14 days to appeal.
 - Once the 14 day appeal period is completed, if no appeals are received by the NS Utility and Review Board, the zoning application is complete.

- **Recommendation (from Recommendation Report)**

Bridgetown Land Use Bylaw Map Amendment Application 271 Granville Street, PID 05149976

That Municipal Council give First Reading of its intent to amend the Bridgetown Land Use Bylaw Map to rezone the land identified as parcel PID 05149976 at 271 Granville Street in the Community of Bridgetown, from the Institutional (I1) Zone to the Downtown Commercial (C1) Zone.

Moved: Deputy Warden Gunn

Seconded: Carolyn Hubble

Motion carried unanimously.

Closing Comments and Adjournment

The Warden thanked everyone for their participation and, upon motion of Deputy Warden Gunn and Councillor Redden, declared the meeting adjourned at 7:20 p.m.

Warden

Municipal Clerk



STAFF REPORT

Report To: Planning Advisory Committee
Meeting Date: November 16, 2022
Prepared By: Brendan Lamb, Planner
Subject: Development Agreement Amendment Application for MacBeth's Grooming and Kennel Boarding, 10301 Highway 201 (PID 05292347)

RECOMMENDATION(S):

That, upon receiving a favourable recommendation from the East End Area Advisory Committee, Municipal Council give first reading of its intent to support the Development Agreement amendment application submitted by Harry Wilson to amend the MacBeth's Grooming and Kennel Boarding Development Agreement to permit the future expansion of the business on the property located at 10301 Highway 201 (PID 05292347).

LEGISLATIVE AUTHORITY

MGA, Section 204: Public participation program
MGA, Section 206: Public Hearing
MGA, Section 225: Development agreements
MGA, Section 227: Content of a development agreement
MGA, Section 228: Requirements for an effective development agreement
MGA, Section 230: Adoption or amendment of a development agreement

BACKGROUND

In 2006, MacBeth's Grooming and Kennel Boarding located at 10301 Highway 201 (PID 05292347) entered into a development agreement with the Municipality of the County of Annapolis to expand the existing non-conforming animal kennel/grooming salon building located on the property.

Under the Municipal Government Act (MGA), Council may enter into a development agreement if the Municipal Planning Strategy (MPS) and the Land Use Bylaw (LUB) permits. The East End Area MPS and corresponding LUB allow for development agreements to expand an existing non-conforming commercial and industrial uses within the residential designation, Policy 1.5.1, as long as they are within the defined scope and requirements set out under Policy 9.3.1 and Policy 9.3.2.

The 2006 development agreement allowed for the expansion of the existing non-conforming animal kennel/groom salon building to include an additional twenty animal kennels and two supply closets, as well as an additional six animal kennels and an obedience training room in the loft.

DISCUSSION

The owners of MacBeth's Grooming and Kennel Boarding have experience an increase in the amount of dogs being boarded at their business. The increase in business is requiring them to expand the number of buildings on their property to provide adequate indoor space to house the larger dogs being boarded at the kennel during times when it unsuitable for them to be in the exterior pen. The applicant is requesting to amend the development agreement not only to build

the new large dog kennel but to also permit additional future expansions to the business when and if more indoor spaces are required.

FINANCIAL IMPLICATIONS

Payment of the advertising deposit has been made. Should advertising cost exceed the deposited amount, the applicant will be billed by the Municipality to recover the costs.

POLICY IMPLICATIONS

The recommendation meets the requirement of the following policies:

EEA MPS, Policy 1.5.1: Existing Commercial and Industrial Uses in the Residential Designating

EEA MPS, Policy 9.3.1: Development Agreements

ALTERNATIVES / OPTIONS

The East End Area Advisory Committee (EEAAC) may decide to recommend that the Planning Advisory Committee (PAC) not support the proposed amendments to the Development Agreement and state why.

Alternatively, the EEAAC may tie their support of the proposed amendments to the Development Agreement if and only if additional clauses or changes are made to the proposal.

NEXT STEPS

Policy 9.7.1 East End Area MPS which states that the minimum public participation process that the municipality must undertake when considering an application to amend a development agreement includes scheduling a meeting of the East End Area Advisory Committee (EEAAC) and Planning Advisory Committee (PAC) for their review and recommendation to Council along with the PAC-sponsored public meeting.

The EEAAC held a meeting on November 1st and voted in favour of recommending to the PAC to support the proposed Development Agreement amendments.

Council's Public Participation Policy 1.3.2 sets out the requirements for the process to be advertised on the county website and social media, place an ad in a local paper advertising the PAC meeting one week in advance, and give notice to all property owners within 30 m. (98 ft.) of the property in question.

The PAC will submit their recommendations to Council based on feedback they receive from the public and the recommendation of the EEAAC.

Following the PAC meeting, Council will give First Reading of their intent to amend the development agreement and set the date for the Public Hearing. Once the date is set, the Public Hearing will be advertised a minimum of two weeks in consecutive order before the hearing date within the local paper, as set out within Section 206 of the MGA.

After the public hearing is completed, Council will give Second Reading and either approve the amendments, approve the amendments with modifications or reject them. The motion of Council will be followed up with a notification in the local newspaper setting out the fourteen day appeal period. Once the appeal period ends, if no appeals have been made to the Utility and Review Board the amended Development Agreement will be filled with the Registry of Deeds and go into effect.

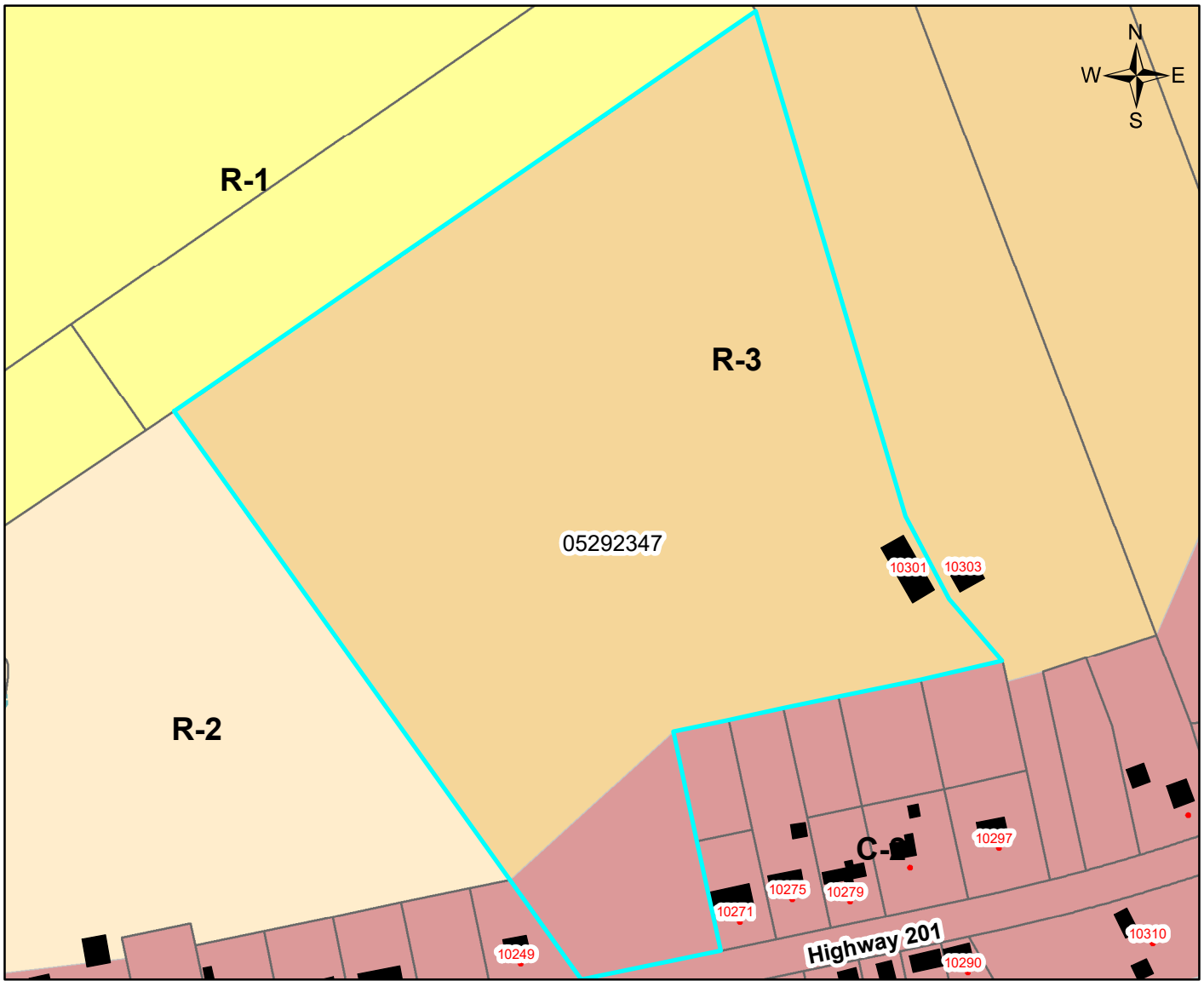
ATTACHMENTS

Site Map
East End Area LUB and MPS Excerpts
Proposed Development Agreement Amendment

Reviewed by:



Linda Bent, Manager of Inspection Services



1.5 Existing Commercial and Industrial Uses in the Residential Designation

There are a number of existing commercial and industrial uses located in the Residential Designation that pre-date adoption of the first East End Area Municipal Planning Strategy and Land Use By-law back in 1997. These existing commercial and industrial uses in the Residential Designation will be considered non-conforming uses and as such governed by the authorities set out in the Municipal Government Act. However, provided there is policy support in the planning documents, the MGA offers a number of nonconforming structures, nonconforming uses of land and nonconforming uses in a structure, restriction relaxations. Thus it is the opinion of Council that these existing commercial and industrial uses be afforded a variety of available development flexibilities and the development agreement process is the best means in which to do so.

Policy 1.5.1

It is the policy of Council to include provisions in the Land Use By-law, applicable to the Residential Low Density (R-1), the Residential Medium Density (R-2) and the Residential High Density (R-3) Zones, that:

- i. a change in use of an existing commercial or industrial nonconforming use of land to another nonconforming use;**
- ii. a change in the use of an existing commercial or industrial nonconforming use in a structure to another nonconforming use;**
- iii. the extension, enlargement, alteration or reconstruction of an existing commercial or industrial nonconforming structure;**
- iv. the extension of an existing commercial or industrial nonconforming use of land;**
- v. the extension, enlargement, alteration of structures containing existing commercial or industrial nonconforming uses and the permitting of the expansion of the existing nonconforming commercial or industrial use into the addition;**
- vi. the reconstruction of structures containing an existing commercial or industrial nonconforming uses after destruction;**
- vii. the recommencement of an existing commercial or industrial nonconforming use of land after it is discontinued for a continuous period in excess of six months; and**
- viii. the recommencement of an existing commercial or industrial nonconforming use in a structure after it is discontinued for a continuous period in excess of six months;**

be considered by Development Agreement in accordance with the evaluative criteria set out in Policy 9.3.1. However, the extension of an existing commercial or industrial nonconforming uses of land shall be limited to the parcel of land the existing commercial or industrial nonconforming use of land occupied on the effective date of this Municipal Planning Strategy and its accompanying Land Use By-law.

9.3 Development Agreements

A development agreement is a binding agreement between Council and a developer used to provide a flexible or negotiated approach to the development process without a loss of development control. As provided for under the *MGA*, where a Municipal Council intends to regulate development by development agreement, the plan is required to have policy with regard to the types of development to be considered by development agreement, those items which may form a part of the development agreement and the evaluation criteria, which Council shall consider prior to entering into a development agreement.

Policy 9.3.1

In considering an application for a development agreement or an application for an amendment to a development agreement, Council shall have regard to the following, where applicable:

- i. the financial capability of the Municipality to absorb any costs relating to the development;**
- ii. the impact of the proposed development on adjacent or nearby land uses with particular regard to hours of operation and the use and size of proposed buildings and structures in terms of height, setbacks and lot coverage;**
- iii. the adequacy of physical site conditions for, and the provisions of, buffering, screening, landscaping and other similar features so as to minimize potential land use conflicts with adjacent uses;**
- iv. the adequacy of municipal services with particular regard to the demand the proposed development will have on the municipal storm water system, sanitary sewer system and water system;**
- v. the adequacy of physical site conditions for, and the provision of on-site sewage disposal and water and storm water management, where not connected to a municipal system;**
- vi. the impact of and the adequacy of the proposed pedestrian and vehicular traffic circulation, with particular regard to the traffic that the development will generate and 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 on-site parking and loading;**
- vii. the suitability of the proposed site in terms of steepness of grades, soil or geological conditions, and the relative location of watercourses, and wetlands (marshes, swamps and bogs);**
- viii. the potential for the contamination of watercourses, creation of erosion or sedimentation, or pollution; and**
- ix. that the proposal is in conformity with the intent and policies of any other applicable Municipal By-law or regulation.**

Policy 9.3.2

It is the intention of Council that a development agreement to be entered into pursuant to this Municipal Planning Strategy, include, but not be limited to, some or all of the following:

- i. the specific use, size and location of main or accessory buildings and structures, whether new or an expansion of an existing main building or accessory building or structure;**
- ii. the specific use of land, whether a new use or an expansion of an existing use on the property or within a structure;**
- iii. the regulating or prohibiting the use of land or the erection or use of structures except for such agreed purposes;**
- iv. the percentage of land area that may be built upon, minimum lot sizes, setbacks and the size of yards, courts or open spaces;**
- v. the external appearance of buildings or structures, in particular the compatibility with adjacent buildings or structures in terms of architecture and appearance, with respect to, but not limited to, height, roof type, building cladding, and building footprint;**
- vi. vehicular ingress and egress to and from streets, vehicular and/or pedestrian travel within the development and parking;**
- vii. the landscaping or buffering provisions which may include fencing, vegetative plantings, walkways and lighting;**
- viii. advertising signage, open storage and display, including the screening of such open storage or display areas;**
- ix. the subdivision of land;**
- x. security or performance bonding;**
- xi. the hours of operation and property maintenance;**
- xii. easements for the construction, maintenance or improvement of watercourses, ditches, land drainage works, storm water systems, wastewater facilities, water systems and other utilities;**
- xiii. the grading or alteration in elevation or contour of land and provision for the disposal of storm and surface water;**
- xiv. the construction, in whole or in part, of a storm water system, wastewater facility and water system;**
- xv. the maximum density of the population within the development;**
- xvi. matters which are not substantive or matters which are substantive;**
- xvii. timelines and conditions for discharging the development agreement with or without the consent of the property owner;**
- xviii. timelines for commencing, completing or phasing of the development; and**
- xix. any other matter that may be addressed in a Land Use By-law, which Council feels is necessary to ensure the compatibility of the proposed development with adjacent buildings, structures and uses.**

DEVELOPMENT AGREEMENT AMENDMENT

THIS AMENDMENT AGREEMENT made this ____ day of ____, 2023, C.E.;

BETWEEN: 4350775 Nova Scotia Limited ~~James Allan Glover and Dina Lorette Glover~~, representing MacBeth's Grooming and Boarding Kennels, presently of Meadowvale in the County of Annapolis and Province of Nova Scotia, hereinafter called the "DEVELOPERS",

OF THE ONE PART

and

The Municipality of the County of Annapolis, a municipal body corporate, pursuant to the Municipal Government Act, hereinafter called the "COUNTY",

OF THE OTHER PART

WHEREAS this development agreement amendment is an amendment to the development agreement entered into between the previous owners of the property and the County on August 9th, 2006 and registered in the Registry of Deeds as **Document # 85832781**, (hereinafter called the first agreement);

AND WHEREAS the Developers are the registered owner of certain lands situate in the County of Annapolis known as Property Identification Number 05292347 and civic number 10301 Highway 201, Meadowvale (hereinafter called the "Property") which lands are more particularly described in Schedule "A" attached hereto;

AND WHEREAS the Property is situated in an area which is designated Residential on the Future Land Use Map of the Annapolis County East End Area Municipal Planning Strategy and zoned General Residential (R-2) on the Zoning Map of the Annapolis County East End Area Land Use By-law;

AND WHEREAS the Developers wish to obtain permission pursuant to Policy ~~4-6-1~~ **1.5.1** of the Annapolis County East End Area Municipal Planning Strategy and Part 6.1 of the Annapolis County East End Area Land Use By-law and **Clause 9 of the first agreement to amend the existing Development Agreement to permit the expansion of** ~~to expand~~ the existing non-conforming animal kennel/grooming salon **building business** on the Property ~~to add an additional twenty (20) new animal kennels and two new supply closets on the main floor of the proposed addition and an additional six (6) new animal kennels and an obedience training room in the loft area of the proposed addition~~ **by permitting a secondary structure on the premise and the future joining of both the existing structure and proposed secondary structure to allow for the future expansion of the animal kennel/grooming salon business**, being that of a type of development pursuant to Policy 1.5.1 that would not satisfy the ordinary requirements of the Annapolis County East End Area Land Use By-law;

AND WHEREAS no expansion of the existing non-conforming animal kennel/grooming salon building can be undertaken on the Property unless the County and the Developers enter into a Development Agreement pursuant to the terms of the Municipal Government Act and the Annapolis County East End Area Municipal Planning Strategy;

AND WHEREAS the County, at a Special Session of Council meeting held on the ~~13th day of June, 2006~~ ____ day of ____, 2023 approved the ~~said Development Agreement~~ **the following amendments to the original Development Agreement signed on the 9th day of August, 2006** (hereinafter called the Agreement) to permit the construction of the aforesaid development;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the County granting development approval as requested by the Developers, the Developers agree as follows:

- ~~1. To develop by installing the perimeter fencing, laying out the parking area and expanding the existing non-conforming animal kennel/grooming salon building located on the aforesaid property in accordance with the plans annexed as Schedules "B", "C", "D", "E", "F", "G" and "H" which forms part of this Agreement. This general development is hereinafter referred to as the "Project".~~
- ~~2. To develop and complete the Project in accordance with the building addition, fencing, parking and uses plan being attached hereto and annexed as Schedules "B", "C", "D", "E", "F", "G" and "H".~~
1. To complete the general development of the buildings, fencing, parking, and uses outlined within this Agreement (hereinafter referred to as the "Project"), in a manner that the Development Officer finds to be reasonably consistent with Schedules "B", "C", "D", "E", "F", "G", "H" and "I" which forms part of this Agreement.
2. This Agreement provides:
 - (a) That the Property and the buildings and expansions as specified in the Agreement and herein described as in the attached Schedule "A", "B", "C", "D", "E", "F", "G", "H" and "I" only be used for an animal kennel/grooming salon business facility, accessory uses to the animal kennel/grooming salon business, or any other use permitted as specified in the Annapolis County East End Area Land Use By-law;
 - (b) That the Developer be permitted to construct a fifty foot (50') by sixty five foot (65') parking area, as indicated on attached Schedule "I";
 - (c) That the Developer be permitted to construct a one hundred fifty-five foot (155') by one hundred two foot (102') combination wood and chain link perimeter fence in accordance with and as indicated on attached Schedule "I";
 - (d) That the Developer be permitted to construct a forty-four point five foot (44.5') by seventy-six point five foot (76.5') addition along the northern face of the existing animal kennel/grooming salon building for the purpose of establishing additional twenty (20) new animal kennels and two new supply closets on the main floor of the addition and an additional six (6) new animal kennels and an obedience training room in the loft area of the addition, as indicated on the , reasonably consistent with the attached Schedules "D", "E", "F", "G" and "H";
 - ~~(e) That the building addition size shall be restricted to the floor area of the building as described in Part 3 (b) of this Agreement and as shown on the attached Schedule "B" to "H";~~
 - ~~(f) That the Developer be permitted to remove the existing interior and exterior partitions the area of the connection of the existing building with the interior portion of the existing building in the area of the forty four point five foot (44.5') by seventy six point five foot (76.5') addition;~~
 - (e) That the Developer be permitted to expand the existing structure and build new structures to house additional animal kennels and accessory uses to the animal kennel/grooming salon business within a designated area as indicated on the attached Schedule "I";
 - (f) That any additions or new structure must be reasonably consistent with the architectural design indicated on the attached Schedule "D" and "E";
 - (g) That all renovations and/or additions to the existing building and addition are in accordance with the Municipal Building By-law and the Provincial Building Code, prior to the issuance of a Municipal Development / Municipal Building Permit;

-
- (h) That the Property is kept in good repair, including all driveways, parking areas and fences along with proper pick-up and storage and disposal of all garbage and litter;
- (i) That any off-site signage, on-site non-directional signage and on-site directional signage shall be as specified in the East End Area Land Use By-law;
- (j) That no lights from the development shall be directed off-site;
- (k) That the Developer will build noise dampening screening or plant and maintain a vegetation buffer to dampen noises from the animal kennel/grooming salon business if the Development Officer deems it necessary; and,
- (l) That in all other respects, the provisions of the Land Use By-law shall apply.
3. No municipal development permits or building permits shall be issued until the Developers have submitted building and development plans and specifications that are acceptable to the Development Officer and Building Inspector of the Municipality of the County of Annapolis.
4. Pursuant to Section 244 of the Municipal Government Act the Developers shall not commence construction or operation until first receiving the required municipal development permits or building permits from the Municipality of the County of Annapolis.
5. Pursuant to Section 227 (3) of the Municipal Government Act, the following provisions of this Agreement shall be considered to be substantive:
- (a) an addition or expansion to an existing structure which when expanded will be outside the area designated on Schedule "T" and is in excess of two hundred and fifteen square feet (215 sq. ft.) of gross floor area to the ;
- (b) any additional accessory structure(s) exceeding two hundred and fifteen square feet (215 sq. ft.) of gross floor area built outside the area designated on Schedule "T";
- (c) a replacement of an existing building(s) or structure(s) unless the replacement is deemed by the Development Officer to be substantially the same and occupied by the same use as that constructed and occupied at the time of entering into this Agreement; and/or
- (d) a change in use from the present use of the property as an animal kennel/grooming salon business, except for those uses permitted in by the General Residential (R-2) Zone Annapolis County East End Area Land Use Bylaw.
- All other matters including any future subdivision of the Property, to divide the property, shall be considered as not substantial.
6. Pursuant to Section 227 (3) of the Municipal Government Act, all other matters including any future subdivision of the Property, so as to divide or consolidate to the property, shall be considered as not substantial.
7. Pursuant to Section 264 of the Municipal Government Act, upon the breach by the Developers of any of the terms or conditions of this Agreement, the County may exercise any or all of the following remedies and the Developers also acknowledge that no action shall be maintained against the County or against any agent, servant or employee of the County for anything done pursuant to this section.
- (a) sue for the specific performance of any terms or conditions;
- (b) sue for breach of contract;

- (c) terminate this Agreement; or
- (d) after thirty days notice in writing, enter and perform any of the covenants, terms or conditions of this Agreement, and may recover all reasonable expenses whether arising out of the entry or out of the performance of the covenants, terms and conditions from the Developers and they shall form a charge in the form of a first lien upon the Property.
8. The Developers consent to be bound by the terms of this Agreement and subject to the provisions of this Agreement and the Developers shall observe all of the ordinances, bylaws and regulations of the County applicable to the Developer.
9. Subject to the provisions of Section 6 and Section 7 of this Agreement, the use of the property and buildings thereon, in whole or part, shall not be substantially altered, varied or changed unless a new Agreement is entered into with the County or this Agreement is discharged by the County or the proposed use of the property is permitted by the Annapolis County East End Area Land Use By-law and a municipal development permit for the change of use has been **approved** by the Development Officer for the Municipality of the County of Annapolis. ~~The replacement of an existing building(s) or structure(s) unless the replacement is deemed by the Development Officer to be substantially the same and occupied by the same use as that constructed and occupied at the time of entering into this Agreement, an addition or expansion to an existing structure which when expanded will be in excess of two hundred and fifteen square feet (215 sq. ft.) of gross floor area; or any additional accessory structure(s) exceeding two hundred and fifteen square feet (215 sq. ft.) of gross floor area shall require an amendment of this Agreement, as provided for in the Municipal Government Act.~~
10. Pursuant to Section 228 (2) of the Municipal Government Act, the Developers shall sign this Agreement within a period of one (1) month of the date the appeal period has elapsed or within one (1) month of the date all appeals have been abandoned or disposed of or the development agreement has been affirmed of by the Board. Failure on the part of the Developers to comply with the provisions of this section hereof, this Agreement shall terminate. Termination of this Agreement revokes any permission for any development on the Property and does not operate as a discharge of the Agreement.
11. Pursuant to Section 227 (3) of the Municipal Government Act, in the event construction of the Project has not commenced within ~~one (1)~~ **five (5)** years of the effective date hereof or that construction of the Project has not been completed within ~~two (2)~~ **ten (10)** years of the effective date hereof, this Agreement shall terminate. Termination of this Agreement revokes any permission for any development on the Property and ~~does not operate as a~~ **will start the** discharge process of the Agreement.
12. Pursuant to Section 229 of the Municipal Government Act, this Agreement shall remain in effect until discharged by Council for the Municipality of the County of Annapolis and Council for the Municipality of the County of Annapolis may discharge this Agreement, in whole or in part, in accordance with the terms of this Agreement or with the concurrence of the property owner.
13. Nothing in this Agreement shall exempt the Developers from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force within the **Municipality** ~~Town~~, including the Building By-law, or from obtaining any federal, provincial or municipal license, permission, permit, authority or approval required thereunder including any permission required under the *Fire ~~Prevention~~ **Safety** Act* and ~~the~~ **The Environment Act**;
14. The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.

15. Pursuant to Section 234 of the Municipal Government Act, the covenants, agreements, conditions and understandings herein contained on the part of the Developers shall run with the land and shall be binding upon them, their heirs, executors, administrators, agents, successors, assigns, mortgagees, lessees and occupiers of the said land from time to time and shall be and form a charge and/or restrictive covenant upon said land.
16. A copy of this Agreement shall be filed by the County in the **Nova Scotia** Registry of Deeds at ~~Lawrencetown, in the County of Annapolis and Province of Nova Scotia~~ and the Developer agrees that any costs associated with advertising or filing of this Agreement as well as any and all other aspects of this proposal shall be paid by the Developer.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties hereto on the day and year first above written and the parties to this Agreement have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED

FOR THE DEVELOPER

in the presence of:

Harry Wilson

Witness

Synthia Wilson

SIGNED, SEALED AND ATTESTED

to be the proper signing officers of the County of Annapolis duly authorized in this behalf, in the presence of:

FOR THE MUNICIPALITY OF THE COUNTY OF ANNAPOLIS

Per: [redacted], Warden

Witness

Per: Carolyn Young, Municipal Clerk

On this [redacted] day of [redacted], 2023 C.E., before me, the subscriber personally came and appeared [redacted], a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that Harry Wilson and Synthia Wilson, representing MacBeths's Grooming and Boarding Kennels, one of the parties thereto, did sign the said Development Agreement all in his presence.

Commissioner for Supreme Court of Nova Scotia

On this [redacted] day of [redacted], 2023 C.E., before me, the subscriber, personally came and appeared [redacted], a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that the MUNICIPALITY OF THE COUNTY OF ANNAPOLIS, one of the parties thereto, duly executed the same in her presence by affixing thereto its corporate seal identified by the signatures of [redacted], its Warden and [redacted], its Municipal, duly authorized officers in that regard.

Commissioner for Supreme Court of Nova Scotia

SCHEDULE "A"

ALL THAT certain lot, piece or parcel of land situate, lying and being at Meadowvale, in the County of Annapolis and Province of Nova Scotia, being a portion of the lands depicted as the remaining lands of Andrew G. Hazlett on a Plan of Survey showing Subdivision of Lands of Andrew G. Hazlett, dated July 14, 1981 filed as Plan Number 1033 and certified by James B. Gillis, N.S.L.S., bounded and described as follows:

BEGINNING at a survey marker set on the Northern boundary of the Ward Road and situate at the corner of the lands herein described and the lands of William T. Bryant and Carolyn B. Bryant;

THENCE running North 36 degrees 39 minutes 30 seconds West a distance of 1247.29 feet to a found iron bar;

THENCE running North 54 degrees 26 minutes 02 seconds East, a distance of 1258.61 feet to a survey marker;

THENCE running South 17 degrees 33 minutes 51 seconds East a distance of 939.86 feet to a point;

THENCE running South 28 degrees 55 minutes 50 seconds East a distance of 167.21 feet to a point;

THENCE running South 41 degrees 49 minutes 00 seconds East a distance of 144.92 feet to a survey marker

THENCE running along the back line of Lot 12 on a bearing South 75 degrees 53 minutes 09 seconds West, a distance of 150.00 feet to a survey marker;

THENCE running along the back line of Lots 8, 9, 10 and 11 on a bearing South 77 degrees 07 minutes 32 seconds West, a total distance of 450.00 feet to a survey marker;

THENCE running along the western boundaries of Lots 7 and 8 on a bearing South 13 degrees 15 minutes 54 seconds East, a total distance of 400.00 feet to a survey marker situate on the Northern boundary of the Ward Road;

THENCE running South 77 degrees 15 minutes 02 seconds West a distance of 254.15 feet to the place of BEGINNING.

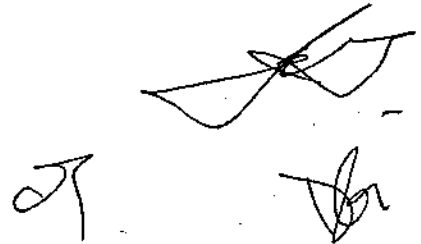
Containing an approximate area of 28.25 acres more or less.

TOGETHER WITH the benefit of a Right-of-Way in favor of the Grantees, their heirs, successors and assigns, in common with the Grantors herein, over the existing gravel driveway situate on the remaining lands of the Grantors, for all purposes of ingress and egress of persons,

animals, and vehicles from the Ward Road, so-called, to the lands hereinbefore described, the location of the said right-of-way being depicted as the "Gravel Driveway" on a sketch prepared by Derik R. DeWolfe, NSLS, and attached hereto as Schedule "B".

MGA COMPLIANCE

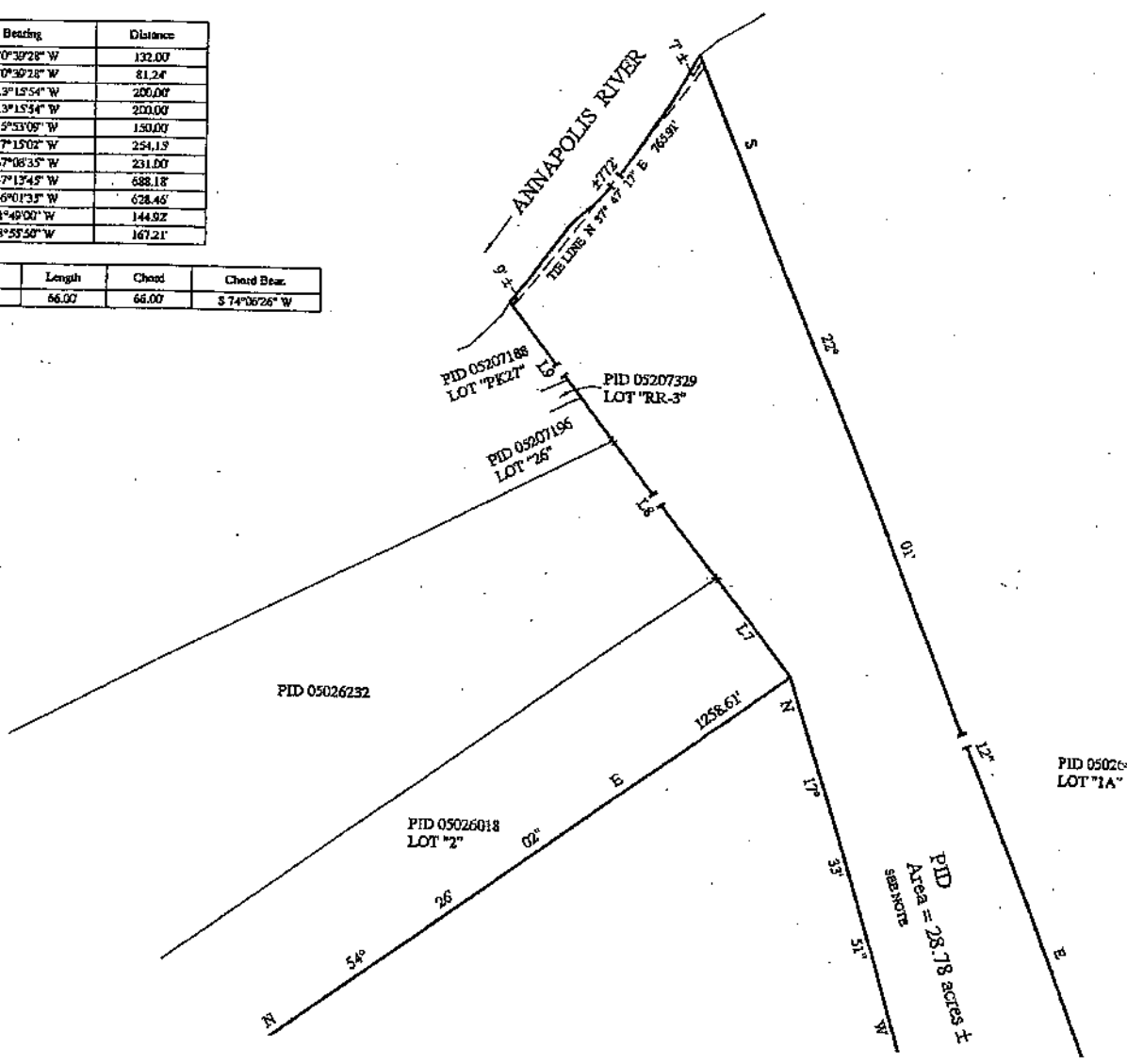
The parcel is exempt from the requirement for subdivision approval under the Municipal Government Act because it results from a subdivision where all the lots created, including the remainder lot, exceed 10 hectares in area, and is therefore exempt pursuant to section 268 (2) (a) of the Municipal Government Act.

Handwritten signature and initials. The signature is a stylized name, possibly 'Derik R. DeWolfe', and the initials are 'DR'.

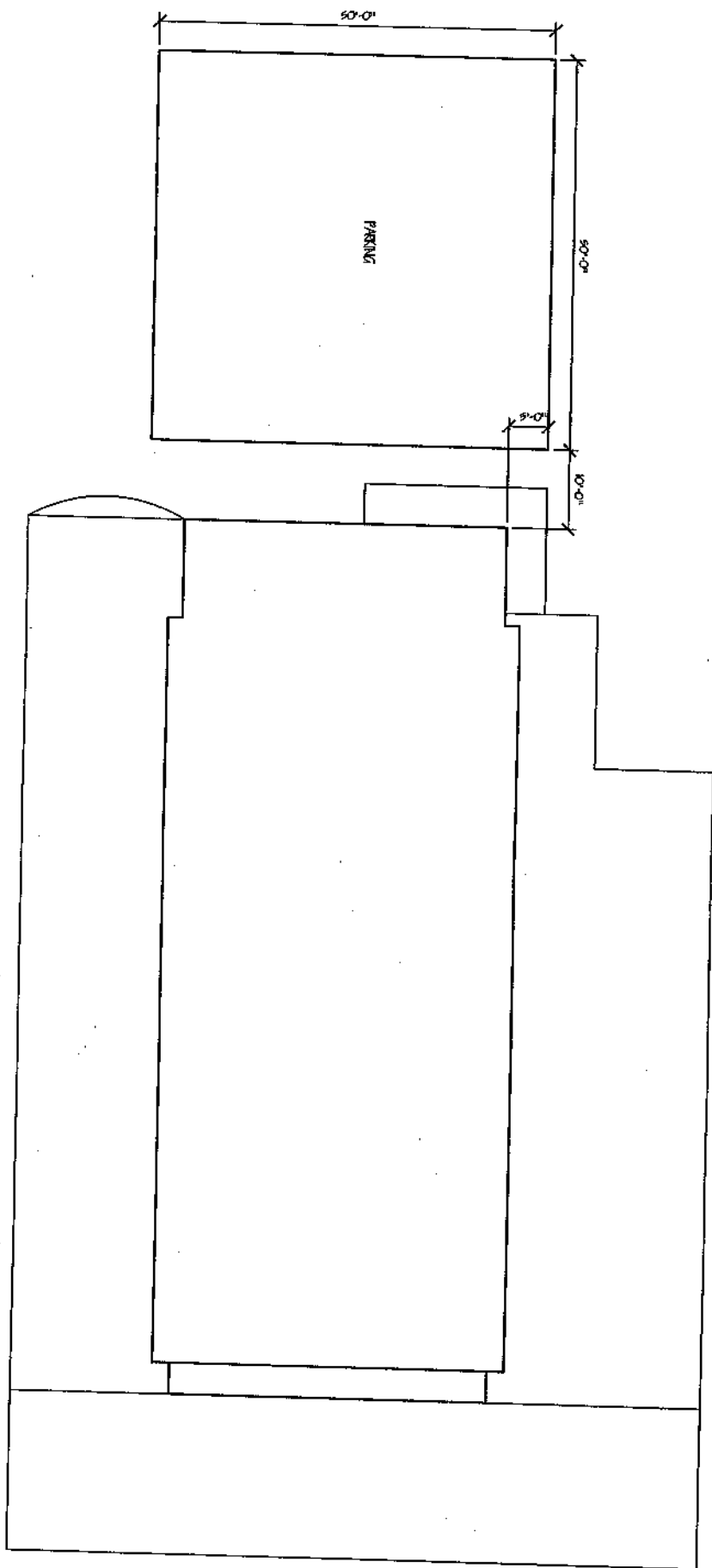
SURVEYOR'S LOCATION CERTIFICATE

Course	Bearing	Distance
L1	S 70° 30' 28" W	132.00'
L2	S 70° 30' 28" W	81.24'
L3	N 13° 15' 54" W	200.00'
L4	N 13° 15' 54" W	200.00'
L5	S 75° 51' 09" W	150.00'
L6	S 77° 15' 02" W	254.15'
L7	N 37° 08' 35" W	231.00'
L8	N 37° 13' 45" W	688.18'
L9	N 36° 01' 35" W	628.46'
L10	N 41° 49' 00" W	144.92'
L11	N 28° 55' 50" W	167.21'

Curve	Radius	Length	Chord	Chord Bear.
C1	3745.00'	66.00'	66.00'	S 74° 08' 26" W



Schedule "B"

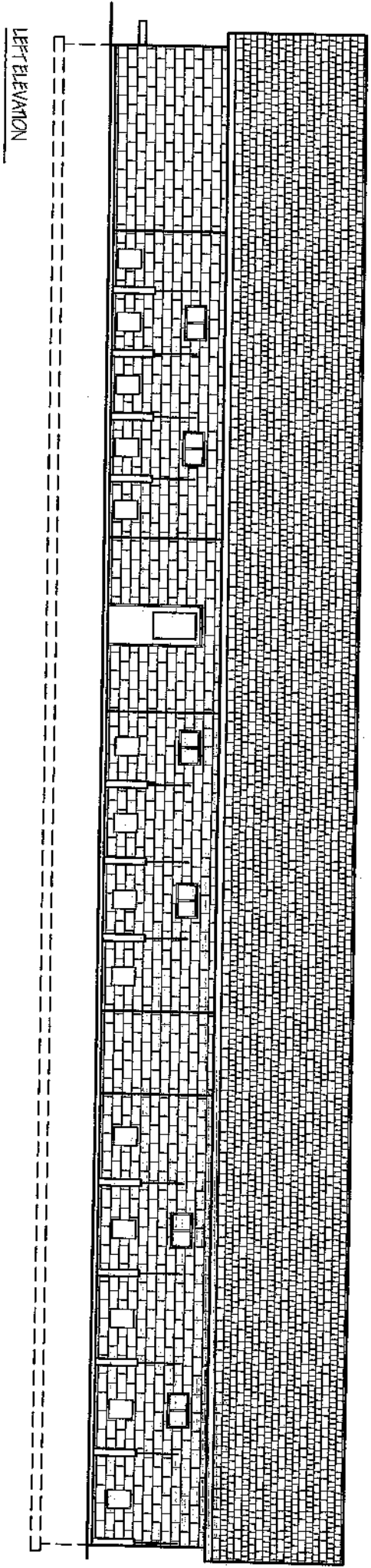


FRASER'S PRO

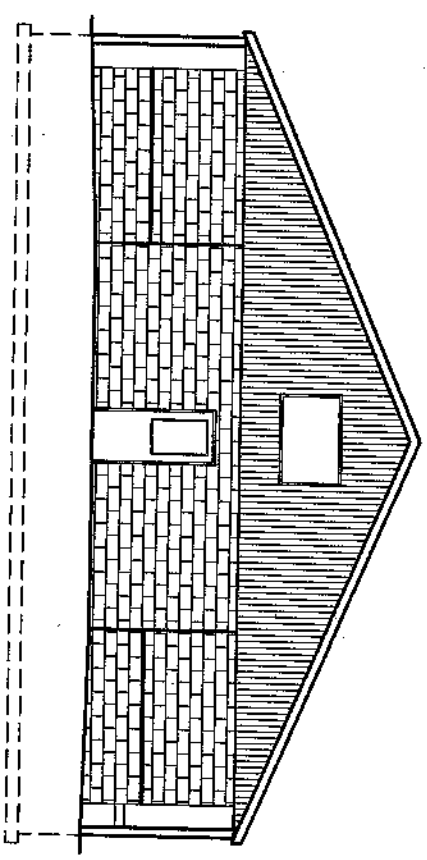
4147 HIGHWAY #1
N.S. BOP IEO
TEL: 596-8885 FAX: 596-0845

CLIENT: **MACBETH'S GROOMING
PARKING**

JOB NO.	PREPARED BY	DRAWING OF
DATE: 6/21/06	W. MACKINAV SCALE: 1/8" = 1'-0"	7



LEFT ELEVATION



REAR ELEVATION

FRASER'S PRO

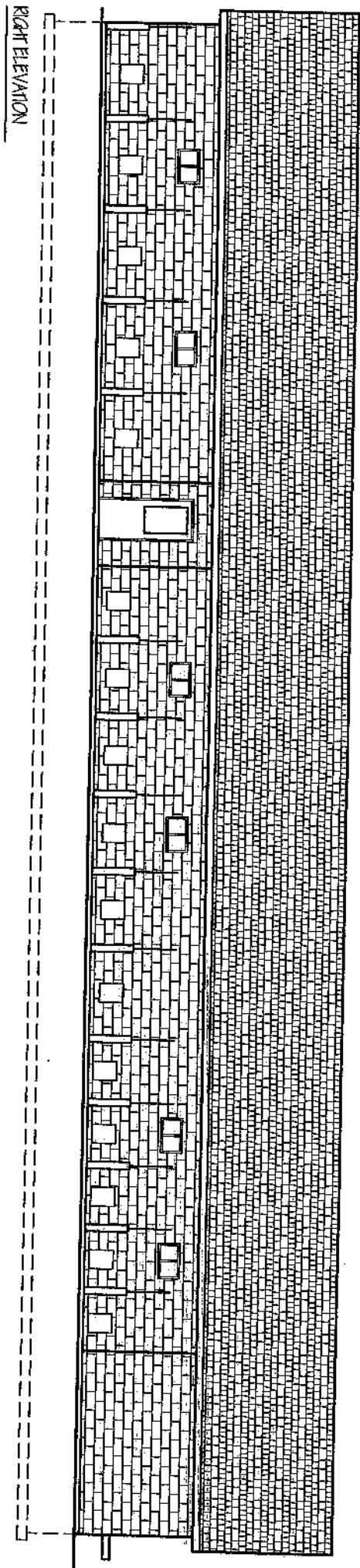
4147 HIGHWAY #1
N.S. BOP E/O
TEL: 538-3185 FAX: 538-0945

CLIENT
**MACBETH'S GROOMING
ELEVATIONS**

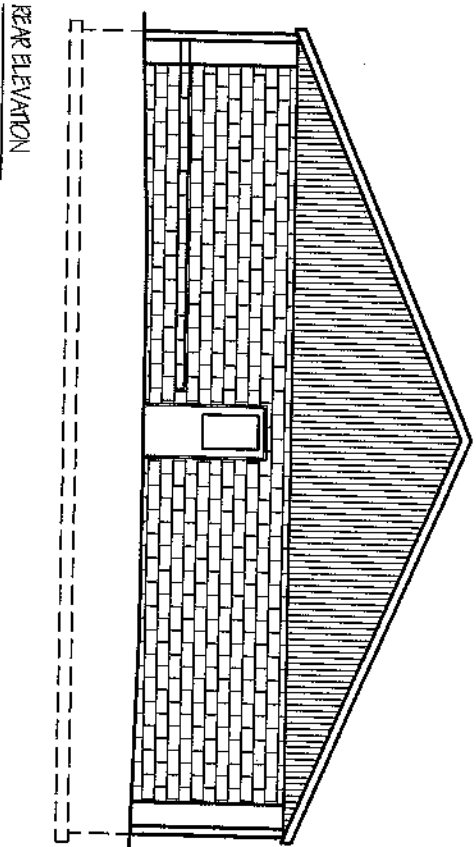
DATE: 6/21/06
DRAWN BY: W. MACKINLAY
SCALE: 1/8" = 1'-0"

4
7

Schedule "E"



RIGHT ELEVATION



REAR ELEVATION

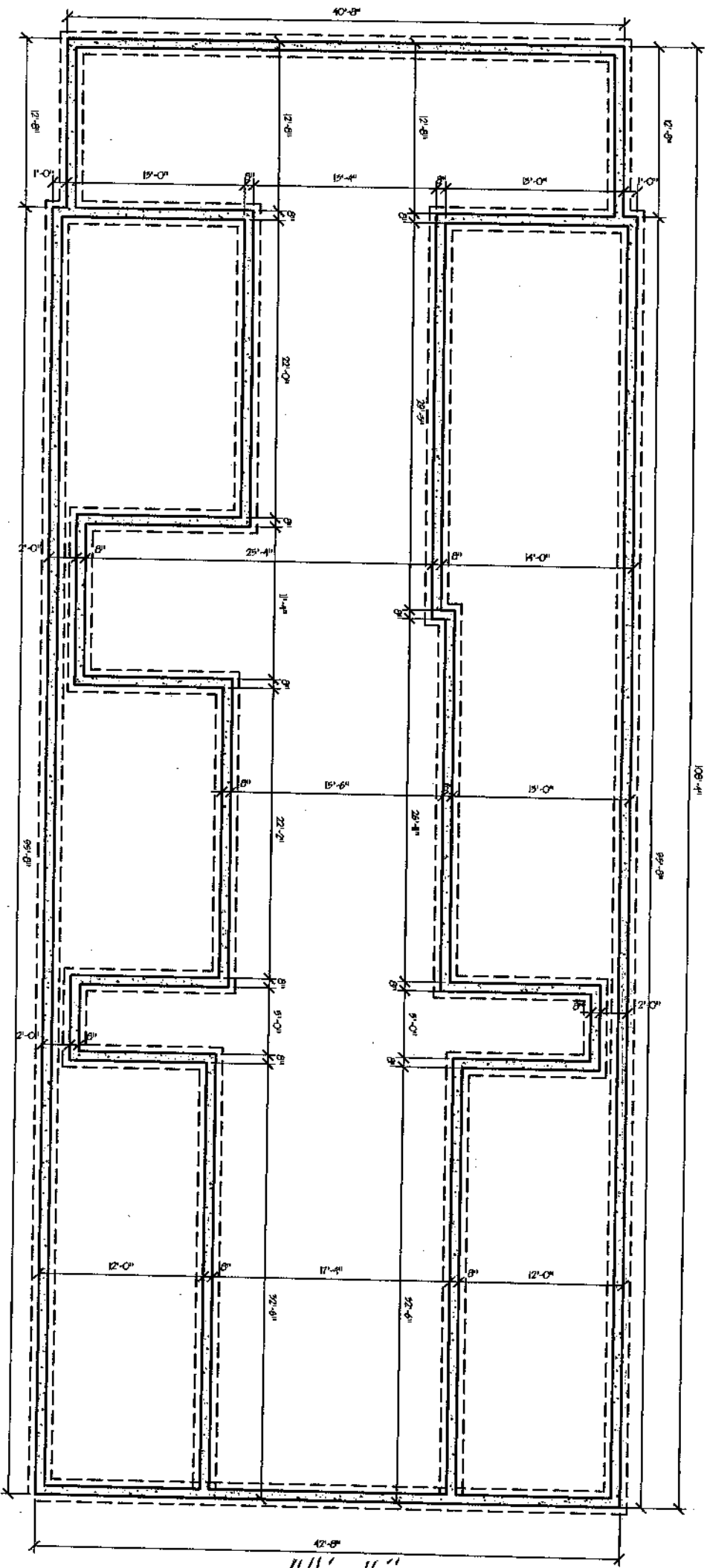
FRAASER'S PRO

4147 HORNBY #1
N.S. BCP BC
TEL: 558-3108 FAX: 558-0345

CLIENT:
**MACBETH'S GROOMING
ELEVATIONS**

DATE	6/21/06	DRAWN BY	W. MACCUNAY	DRAWN NO.	5
SCALE	1/8" = 1'-0"			OF	7

Schedule "F"



FOUNDATION PLAN

FRASER'S PRO

4477 HIGHWAY #1
N.S. BOP IEO
TEL: 596-5185 FAX: 596-0545

CLIENT
MACBETH'S GROOMING
FOUNDATION PLAN

DATE	6/2/06
SCALE	1/8" = 1'-0"

DRAWING NO.	7
-------------	---

Schedule "H"

FRAASER'S PRO

4147 HIGHWAY #1
N.S. BOX 150
TEL: 598-8185 FAX: 598-0945

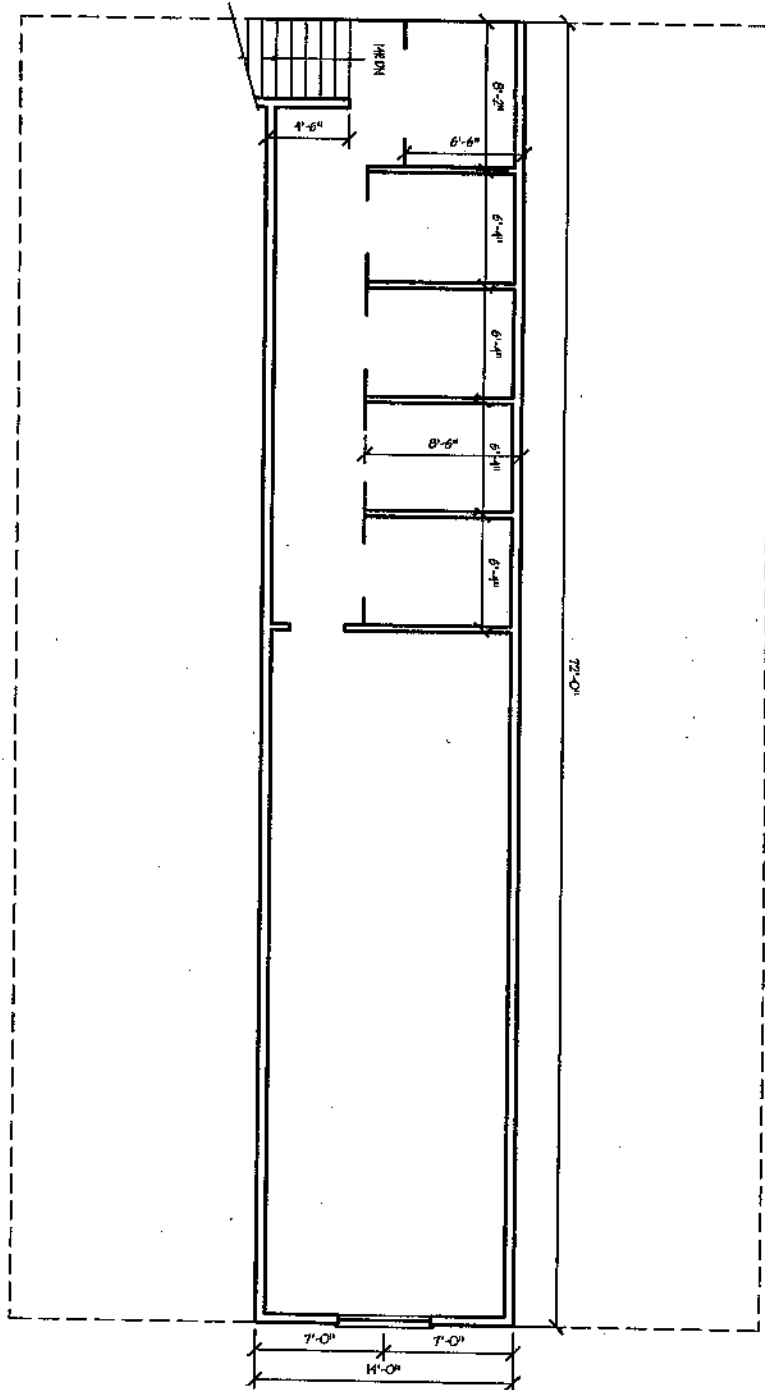
CLIENT:
MACBETH'S GROOMING
FLOORPLAN

JOB NO:
DATE: 6/21/06

DRAWN BY:
W. MACKINLAY
SCALE: 1/8" = 1'-0"

DRAWING NO:
OF
3
7

2ND FLOOR PLAN





COUNTY of ANNAPOLIS
NATURALLY ROOTED

BOARDS and COMMITTEES

Recommendations

AdHoc, Standing, and Advisory Committees

To: Annapolis County Planning Advisory Committee

Meeting Date: November 16, 2022

Subject: 2022-11-01 East End Area Advisory Committee Recommendation

RECOMMENDATIONS:

That Municipal Council consider processing the amendments by Harry Wilson to the MacBeth's Grooming & Kennel Boarding Development Agreement to permit the future expansion of the business located at 10301 Highway 201 (PID #05292347).