



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation X	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
 Alex Dunphy, Planner

Date: December 8th, 2022

Subject: File # 22-22: Highway 215, Cheverie (PID 45178944) – Development Agreement

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to allow a campground at Highway 215, Cheverie (PID 45178944) which is substantively the same as the draft set out in Attachment B of the report File #22-22 to the Planning and Heritage Advisory Committee dated December 8, 2022.

...that PAC/HAC recommends that Council require that the development agreement with Kristen, Jeffery, and Cody Ross for Highway 215, Cheverie (PID 45178944) be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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The completed application was submitted by Kristen, Jeffery, and Cody Ross on September 6th, 2022 to consider a campground by development agreement on Highway 215, Cheverie (PID 45178944).

Surrounding Context

All properties surrounding the subject lot are designated Resource and zoned General Resource (GR), with the exception of a small lot zoned Open Space (OS). Lands surrounding the subject lot are primarily low density residential uses with natural forest cover.

DISCUSSION

The subject lot is designated Resource on the Generalized Future Land Use Map (GFLUM) of the West Hants Municipal Planning Strategy (MPS) (Figure 1) and zoned General Resource (GR) on Schedule A of the West Hants Land Use By-law (LUB) (Figure 2).

Municipal Planning Strategy Document Review

Policy 9.1.7 is the primary enabling policy to be considered for this application. This policy provides Council with the ability to consider Recreation Commercial (RecC) uses in the General Resource (GR) zone by development agreement. The Policy also includes criteria which must be met by the proposed development. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria since:

- there are no existing resource uses near the subject lot; and
- the proposed development is a suitable size for the rural nature of the area.

Policy 13.3.2 provides the specific criteria which must be met in order to permit the consideration of a development agreement for the proposed Recreation Commercial (RecC) use. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria since:

- the proposed campground is intended to be open to the public and privately owned;
- provisions have been made in the draft development agreement to include yard requirements, buffering, lighting, maintenance, and operator presence; and
- the Development Officer and Area Manager of the Nova Scotia Department of Public Works have no concerns which have not been addressed in this report.

Policy 16.3.1 establishes the general criteria that all amendments to the Windsor Land Use By-law must meet. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria as:

- the proposal is not considered premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and
- the Fire Chief, Development Officer, Manager of Building and Fire Inspection Services, Municipal Engineering Technologist, and Area Manager of the Nova Scotia Department of Public Works have no concerns which have not been addressed in this report.

NEXT STEPS

Discussion from PAC will be incorporated into the report and presentation to Council.

FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality or residents with regard to the filing of this report.

ALTERNATIVES

The Planning and Heritage Advisory Committee (PAC/HAC) may:

- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

Figure 1	West Hants GFLUM Extract
Figure 2	West Hants Zoning Map Extract
Attachment A	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Public Information Meeting Notes

Report Prepared by: _____

Alex Dunphy, Planner

Report Approved by: _____

Madelyn LeMay, Director of Planning and Development

Figure 1 – West Hants GFLUM Extract

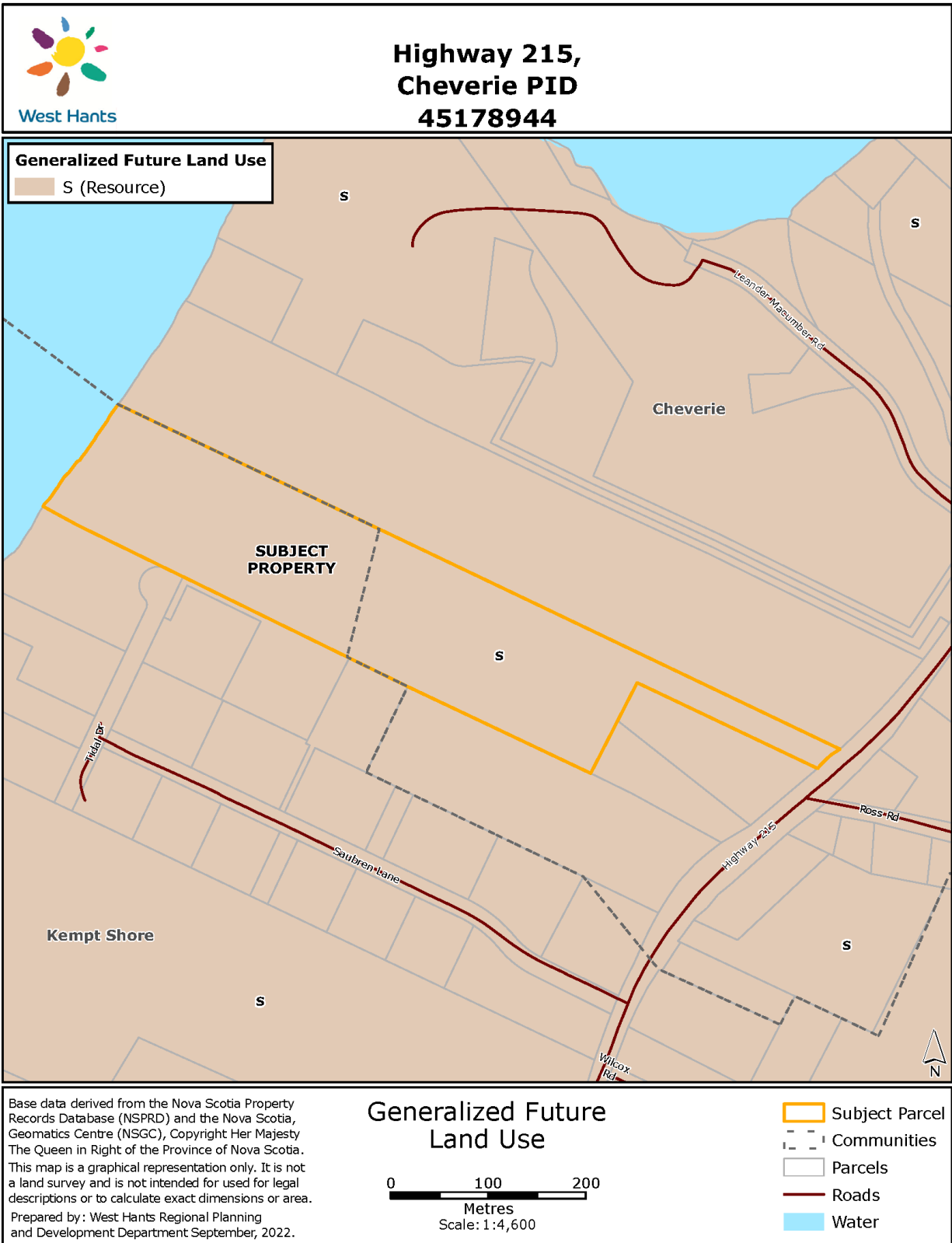
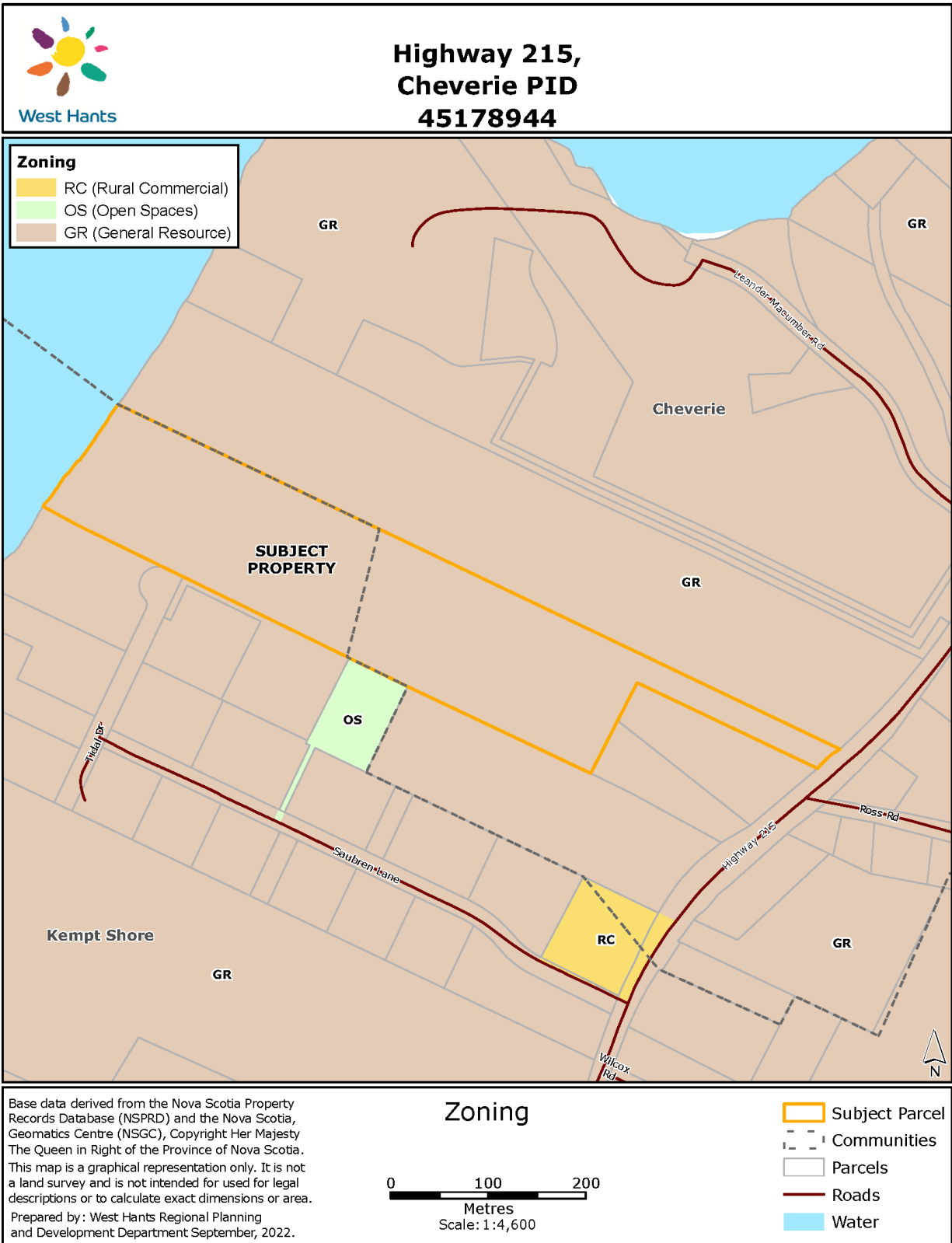


Figure 2 – West Hants Zoning Map Extract



Attachment A – Policy Summary for Development Agreement

<p>Policy 9.1.7 <i>It shall be the policy of Council that new Recreation Commercial uses may be considered in the General Resource (GR) zone by development agreement subject to Policies 13.3.2 and 13.3.3, provided:</i></p>	
<p><i>(a) the use will not adversely affect existing resource uses in the area; and</i></p>	<p>There are no existing resource uses near the subject lot.</p>
<p><i>(b) 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></p>	<p>The proposed development is a suitable size for the rural nature of the area. The proposed campground is suitable for the rural context and is of a relatively low density design.</p>
<p>Policy 13.3.2 <i>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:</i></p>	
<p><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></p>	<p>The proposed campground is intended to be open to the public and privately owned.</p>
<p><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></p>	<p>N/A</p>
<p><i>(c) the lot dimensions and any structures are adequate for the use at proposed capacity;</i></p>	<p>The Development Officer commented that they had no concerns regarding the adequacy of dimensions and shape of the lot for the proposed campground.</p>
<p><i>(d) safe and efficient roadway access is provided;</i></p>	<p>The Area Manager of the Nova Scotia Department of Public Works Confirmed that the subject lot is able to meet commercial access requirements.</p>
<p><i>(e) adequate on-site parking is provided;</i></p>	<p>The Development Officer commented that the proposed use has adequate space for on-site parking.</p>
<p><i>(f) if the proposed development is located in a Growth Centre, the property has adequate frontage on an arterial or collector road;</i></p>	<p>N/A</p>
<p><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></p>	<p>To reduce the potential for conflict between the proposed use and neighbouring uses, staff have included provisions in the development for: yard</p>

	requirements, buffering, lighting, maintenance, and operator presence.
<i>(h) adequate landscaping, fencing or buffering, and separation distances will be provided;</i>	Staff have recommended a major buffer of 20 ft be provided in the required yard setback of the proposed campground.
<i>(i) any other matter which may be addressed by development agreement; and</i>	All other matters are considered addressed.
<i>(j) Policy 16.3.1.</i>	See below.

Policy 16.3.1	
<i>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:</i>	
<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 Public Works Department confirmed that there are no municipal services on the subject lot. Any on-site services must meet the requirements of the Nova Scotia Department of Environment and Climate Change.
<i>(ii) the adequacy of school facilities;</i>	N/A
<i>(iii) the adequacy of fire protection and other emergency services;</i>	The local Fire Chief has stated that there is adequate fire protection for the proposed use. The Manager of Building and Fire Inspection Services had no issues with fire protection.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Area Manager from the Nova Scotia Department of Public Works had no concerns regarding the road networks adjacent or leading to the development.
<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 regarding this development.
<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>	Any on-site services must meet the requirements of the Nova Scotia Department of Environment and Climate Change.
<i>(c) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i>	The Area Manager from the Nova Scotia Department of Public Works commented

	that the existing field access will require upgrades including a dimensioned intersection design and turning templates. This work will be required as part of the development process.
<i>(d) the adequacy of the dimensions and shape of the lot for the intended use;</i>	The Development Officer commented that they had no concerns regarding the adequacy of dimensions and shape of the subject lot.
<i>(e) the pattern of development which the proposal might create;</i>	The Development Officer commented that they had no concerns regarding the pattern of the proposed development. The proposed development is not intended to be an intensive use as the developer has proposed a relatively low density design.
<i>(f) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, wetlands, and susceptibility of flooding;</i>	Staff noted no issues at the time of the site visit.
<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>	All Municipal, Provincial, and Federal regulations will have to be met.
<i>(h) any other matter required by relevant policies of this Strategy.</i>	All relevant matters have been addressed in this report.

Attachment B - Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

BETWEEN:

WEST HANTS REGIONAL MUNICIPALITY, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 76 Morison Drive, Wentworth Creek, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

Kristen Ross, Jeffery Ross, and Cody Ross, of PID 45178944, Highway 215, Cheverie, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Owners”)

OF THE SECOND PART

WHEREAS the Owners are the registered owners of a parcel of land located at Highway 215 (PID 45178944) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Resource on the Generalized Future Land Use Map of the West Hants Municipal Planning Strategy (June 26, 2008) (the “Municipal Planning Strategy”) and

zoned General Resource (GR) on the Zoning Map of the West Hants Land Use By-law (June 26, 2008) (the “Land Use By-law”); and

WHEREAS the Owners have requested that the Municipality enter into a development agreement to permit a Campground on the Property (the “Development”) and Section 6.1 (y) of the Land Use By-law enables Council to consider a development agreement for a campground as it is a listed permitted use in the Recreation Commercial (RecC) zone; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day, 2023**, approved this request;

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

PART 1 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 an area used for a range of short term accommodations, from tenting to serviced trailer sites, including accessory facilities which support the use, such as administration offices and washroom facilities, but not including the use of mobile homes or trailers on a permanent year-round basis.

1.2 Schedules

The following attached schedules shall form part of this agreement:

Schedule A - Legal Description

Schedule B - Site Layout

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

- (a) *Municipal Planning Strategy* means the West Hants Municipal Planning Strategy, effective on June 26, 2008, as amended, or successor By-laws;
- (b) *Land Use By-law* means the West Hants Land Use By-law, effective on June 26, 2008, as amended, or successor By-laws;
- (c) *Subdivision By-law* means the West Hants Subdivision By-law, effective on June 26, 2008, as amended, or successor By-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law;
- (b) a Campground; and
- (c) uses and structures accessory to the uses specified in clause 2.1 (a) and (b), including, but not limited to, storage sheds.

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

The Campground shall be located completely within PID 45178944, Highway 215, Cheverie. A maximum of 15 unserviced campsites, 10 serviced campsites, 15 tenting campsites, washroom facility and two accessory buildings shall be located as shown on the Site Layout, Schedule B. The Campground shall meet the following yard requirements:

Minimum front yard	30 ft (9.14 m)
Minimum rear yard	30 ft (9.14 m)
Minimum side yard	30 ft (9.14 m)
Maximum height of main building	35 ft (10.67 m)

2.3 Buffering

A 20 ft. wide buffer strip shall be located along all lot lines which abut other properties, except the lot line with street frontage on Highway 215, and shall contain:

- (a) a mix of local species of coniferous trees. At planting, each tree shall have a diameter of at least 2 in. measured at 4.5 ft. above the surrounding grade and a minimum height of five (5) ft.; or
- (b) a hedge of a variety of coniferous shrubs each of which will reach over six (6) ft. in height at maturity; or
- (c) a berm which is a minimum of six (6) ft. in height to buffer the abutting property; or
- (d) a wall or an opaque fence which is a minimum of five (5) ft. in height and of sufficient height to provide a visual buffer to the abutting property; or

any combination of the above, all arranged to form a dense or opaque screen, and maintained for as long as the buffer is required.

2.4 Access and Egress

The main access/egress to the lot shall be directly from Highway 215. The vehicular entrance and exit shall be clearly demarcated and maintained to a level adequate to the standard set by the Nova Scotia Department of Public Works.

2.5 Parking

A minimum of one (1) parking space shall be provided for each campsite.. Parking shall be located at each campsite or at such other location as may be approved in writing by the Development Officer without such new location being deemed an amendment of this agreement.

2.6 Storage

Open storage shall be screened from adjacent residential properties by a continuous row of trees, a hedge, a fence, or a combination of the foregoing arranged to form a dense or opaque screen. Accessory buildings for the Campground shall be permitted in accordance with Section 5.1 of the Land Use By-law.

2.7 Signs and Lighting

Signage and illumination shall be regulated under Sections 5.18 and 7.0 of the Land Use By-law, *Illumination* and *Signs*, which controls lighting, size, location, and number of signs. Exterior lighting for driveways, parking areas, signs or structures shall be shielded and directed downward to ensure there is no light spilling, glare or light cast over neighbouring properties or the street.

2.8 Water and Sewer Services

The property is not serviced by municipal water and sewer. The Owners shall be responsible for ensuring adequate water and sewer services are available for the uses permitted.

2.9 Operator Presence

The Owners, or a representative of the Owners shall be present on-site while the Campground is in use.

2.10 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 driveway to a level adequate to allow for access by emergency service vehicles.

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 of this Agreement, *Use*, 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 location of the washroom and accessory buildings on Schedule B of this agreement.
- 3.4** Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.
- 3.5** 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 Development*, 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.
- 3.6** Council may discharge this Agreement 30 days after a Notice of Intent to Discharge has been given.

PART 4 IMPLEMENTATION

4.1 Commencement of Development

- (a) The Owners may not commence any construction or use on the Property 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 option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act, 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 is 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 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 Bylaws 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 neutral gender shall include the masculine and feminine.
- (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 registering this Agreement 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 in accordance with Section 229 of the *Municipal Government Act*.

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 Kristen Ross, Jeffery Ross and Cody Ross 562 New Cheverie Road, Riverside, NS B0N 2A0 or at any other address provided by the Owners in writing.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner in writing.

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:

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

)

Per: _____

Witness

) Abraham Zebian, Mayor

)

)

Per: _____

Witness

) Deanna Snair, Municipal Clerk

)

)

Per: _____

Witness

) Kristen Ross

)

)

Per: _____

Witness

) Jeffery Ross

)

)

Per: _____

Witness

) Cody Ross

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. **2023**, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in presence.

A Commissioner of the Supreme Court of Nova Scotia

ON THIS day of , A.D. **2023**, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. **2023**, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Kristen Ross**, one of the parties thereto, signed, sealed and delivered the same in presence.

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

I, Deanna Snair of _____, Hants County, Nova Scotia make oath and swear that:

1. I am the Clerk of the West Hants Regional Municipality (the “Municipality”) and I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. The Municipality is a body corporate pursuant to the *Municipal Government Act*, S.N.S. 1988, c.18, as amended.
3. I acknowledge that the Municipality executed the attached Instrument by its proper designates duly authorized in that regard under seal on the date of this Affidavit pursuant to subsection 13(3) of the *Municipal Government Act*, S.N.S. 1988, c.18, as amended. This acknowledgement is made pursuant to subsection 31(a) of the Registry Act, R.S.N.S. 1989, c.392 and/or clause 79(1)(a) of the Land Registry Act, S.N.S. 2001, c.6, as amended, for the purpose of registering or recording the Instrument.
4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

I certify that on this _____, 2023
the Municipal Clerk, Deanna Snair 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

Deanna Snair, Clerk

CANADA
PROVINCE OF NOVA SCOTIA
HANTS COUNTY

AFFIDAVIT & PROOF OF EXECUTION (INDIVIDUAL)

We, Kristen, Jeffery, and Cody Ross, the “Deponents”, make oath and swear that:

1. We acknowledge that we 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. We are nineteen years of age or older and are residents 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. We are not spouses of each other. None of us has any other spouse nor, with respect to the within property, any former domestic partner with the rights contemplated by Section 55 of the *Vital Statistics Act*, or any former spouse with rights under the *Matrimonial Property Act*. We consent to this disposition.

I certify that on this _____, 2023
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Kristen Ross

Jeffery Ross

Cody Ross

Schedule A
Legal Description – PID 45178502

ALL that lot, piece or parcel of land situate, lying and being at Cheverie, in the Township of Kempt Shore, Province of Nova Scotia, bounded and described as follows:

COMMENCING at the East corner of lands now or formerly of George H. Greeno on Post Road;

THENCE running North forty-five and one half degrees West until it comes to lands now or formerly of George H. Greeno near the Shore or Basin of Minas;

THENCE following the said road, six chains and fifty links to land now or formerly of Alfred Weatherbee;

THENCE South forty-five and one half degrees East until it comes to said Post Road;

THENCE following said road to the place of beginning.

CONTAINING an area of twenty four and one quarter acres more or less.

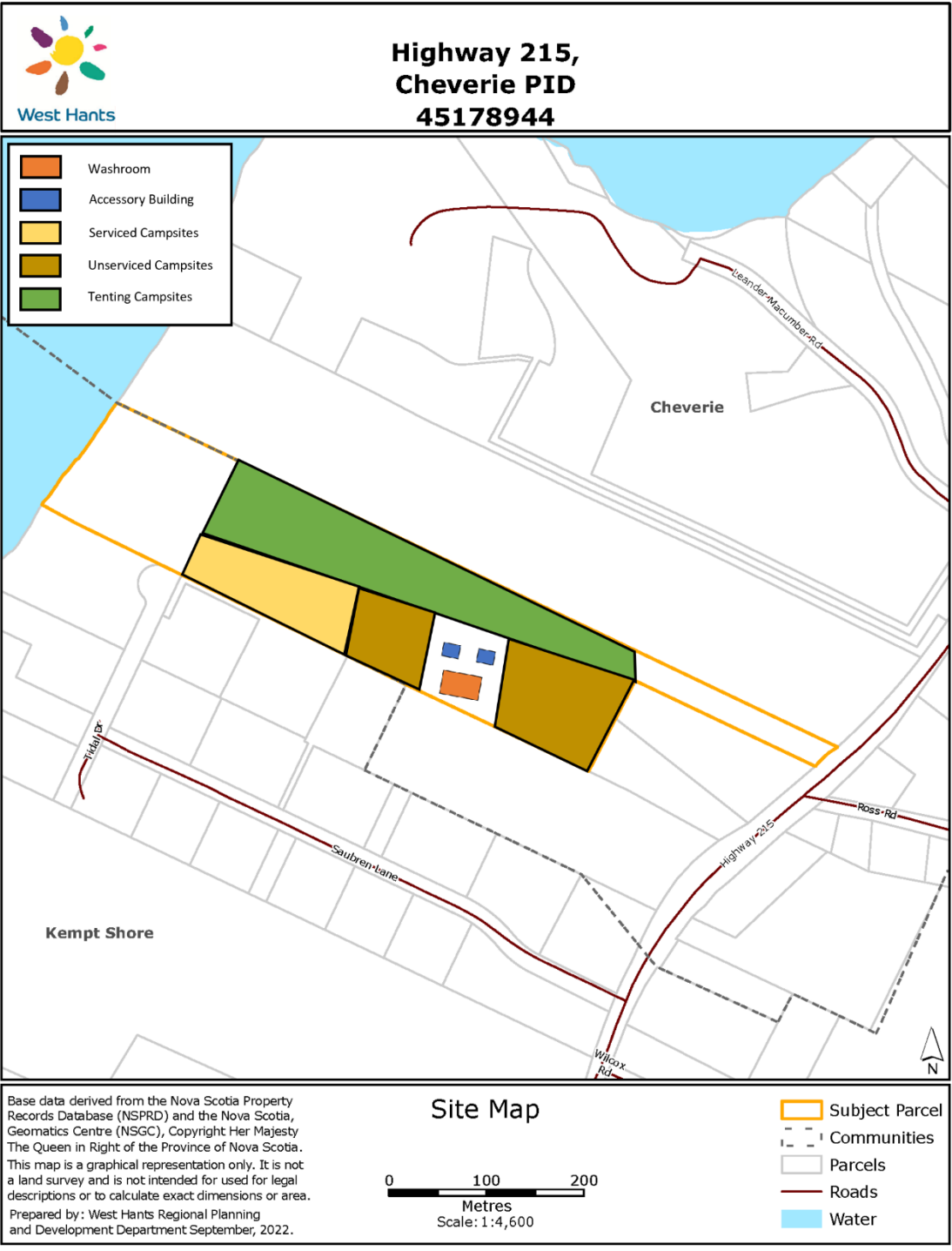
SAVING AND EXCEPTING THEREOUT that lot of land bounded and described as follows:

ALL that certain lot, piece or parcel of land situate, lying and being at Kempt, in the County of Hants, Province of Nova Scotia shown and delineated as Lot WR-1 on a plan of survey entitled Plan of subdivision Lot WR-1 Lands of Walter Ross, surveyed by Robert S. Redden N.S.L.S., dated the 14th day of August, 1979, approved by the West Hants Municipal Development Officer on the 15th Day of October, 1979 under plan Number 065/79 and filed at the Registry of Deeds at Windsor Nova Scotia on the 16th day of October, 1979 under plan Number P-2761 and containing 77,900 square feet more or less.

The description for this parcel originates with a deed dated February 13, 2004, registered in the registration district of Hants County in Book 1034 at Page 51 and the subdivision is validated by Section 291 of the Municipal Government Act.

SAVING and EXCEPTING Lot WR-2 as shown on registered Plan No. 82757098

**Schedule B
Site Layout**



Attachment C – Public Information Meeting Notes

November 10 - November 25, 2022

File # 22-22: Highway 215, Cheverie (PID 45178944) – Development Agreement

Meeting date and time	<p>A public information meeting was originally scheduled for October 13th, 2022 at 6:00 p.m. However due to an error in the addressing and comment period deadline, the public information meeting was postponed in order to re-advertise.</p> <p>A public information meeting was held on November 10, 2022 beginning at 6:45 p.m. The meeting was broadcast live on the Municipal Facebook page.</p>
File Number	22-22
Attending	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none">• Councillor Jim Ivey <p>Four (4) members of staff:</p> <ul style="list-style-type: none">• Director LeMay (Chair)• Planner Poirier• Planner Dunphy• Meeting Secretary Lake <p>Ten (10) members of the public were present for this meeting. Of those that attended in-person only Mark Peterson spoke.</p>
Applicant Kristen, Jeffery, and Cody Ross Property Highway 215, Cheverie (PID 45178944)	<p>Planner Dunphy outlined the application to allow a proposed campground by development agreement.</p> <p>Cody Ross, one of the applicants, spoke to the plan to develop a small-scale, family-oriented campground. Mr. Ross gave a brief history of the land.</p>
Comments	<p>Comments from the public could be submitted to Alex Dunphy by mail, e-mail and telephone between November 10 – November 25, 2022.</p> <p>Staff received one (1) phone call and eight (8) emails were received. The email responses are attached. The phone call was from Nancy Saunders outlining the information that had been sent by email.</p> <p>1 member of the public spoke at the Public Information Meeting. The following comments and questions were made at the public information Meeting. Staff and applicant responses are included in purple text.</p> <ul style="list-style-type: none">• The owner of the Kempt Shore Oceanview Campground commented that more places are needed for individuals to stay during the Kempt Shore festivals. Due to the proposed campground being small-scale, there is no conflict with the existing campground. More attractions are needed to bring in tourism to the area.

	<p>Mr. Ross replied that they are a supporter of the festival and the proposal is to complement the existing campground. There is still a portion of the subject lot that is being kept for personal use.</p> <p>The owner of the Kempt Shore Oceanview Campground replied that they supported the proposal.</p>
Adjournment	The presentation portion of the PIM ended at approximately 6:55 p.m.

Public Email Responses Submitted for the Application PIM

October 6th, 2022

From: Nancy Saunders

To: Councillor Rupert Jannasch, Cc: Alex Dunphy

Councilor Jannasch:

Saubren Dev Ltd just received a notice in the mail today for the public info session on the campground proposal for PID number 45178944. The notice was dated Oct 4 yet says I have until Sept 6 to ask to attend the meeting and until Sept 23 to submit questions or concerns. I have left a message with the planner Alex Dunphy regarding this also copied on this email along with the Director of Planning. **Please ensure that this public info session is postponed to allow the qualifying property owners to properly prepare and request attendance at the meeting.** Also the notice quotes the property address as Tidal Drive. The Ross property has no access off of Tidal Drive as it is a private road owned by our Residents Association..the address should be **Hwy 215 and NOT Tidal Drive**. I have also asked the planner to fix this on all related documents for this property. I trust a new notice will go out to all qualifying property owners with a new public information session date.

Thank You,

Nancy Saunders

President, Saubren Development Limited

October 7th, 2022

From: Amanda Boyd

To: Alex Dunphy

TO : Councillor Jannasch, Planner Dunphy and Planning Director LeMay

RE: Campground Proposal PID 45178944

Good Day

I did not receive notification of the proposed campground on the Ross Property PID number 45178944. I believe my property may be within the required notification area. My neighbors and I have questions and concerns regarding land use and the preservation of sensitive areas, and we would like to have time to prepare for any public information session on this topic.

I ask that the info session proposed for October 13, is postponed so that my neighbors and myself are given the proper notification and time to prepare.

Thank You Kindly

Amanda Boyd

Member of BVRA

October 7th, 2022

From: Mark Ashmore and Heather Simpson

To: Alex Dunphy

RE. Public Information Meeting

PID 45178544

Good morning Mr. Dunphy. We were advised by Nancy Saunders that a letter was sent out to all property owners within 500 feet of a proposed campground on the above-referenced property. To date, we have received no such letter, and are outraged that the property owners in question were not notified of the proposal as well as the October 13th meeting long before now.

Ms. Saunders was kind enough to send a scan of the letter she received. Why does a letter dated October 4th state that the deadline for virtual attendance was September 6th, and the deadline for comments or questions was September 23rd? Why does PID 45178544 indicate an address on Tidal Drive, when this is not the case, and never will be?

We have several questions that we would like answered, more will likely follow:

How many campsites?

What type of camping?

Would a revised zoning permit music festivals?

Is this proposal being put forward by the Ross family, or is a new owner involved?

It is our understanding that typically a zoning of this type would require a buffer of trees along the edge of the property; no such buffer exists between this property and ours.

With the Kempt Shore Campground only five minutes down the road, is there a need for another?

At the very least, the public information meeting should be postponed in order to ensure all affected landowners receive proper notification. More detail in the application would also be beneficial.

We await your reply.

M. Ashmore, H. Simpson

Mark Ashmore & Heather Simpson

BUMBLEMOUSE COTTAGE

October 12th, 2022

From: Joanne Bath and Joel Brown

To: Alex Dunphy

Hello Alex,

Please note that the letter we received from your office regarding the Public Information Meeting - Tidal Drive, Cheverie was not sent in the appropriate timeline. Your letter, dated October 4th, required recipients to respond to you by September 6th and send any questions by noon September 23rd. An impossible feat to say the least. Both of these deadlines are impossible as they occurred before the letter was even sent. We plan to attend the meeting and will bring forward questions and concerns at that time. I would expect in the future, such notifications will be provided in a timely manner. Should issues arise at this meeting, I expect residents will be given ample time to consider and be consulted as well.

Kindly,

Joanne Bath and Joel Brown

November 2nd, 2022

From: Paul Brison

To: Alex Dunphy

(Letter is attached below)

November 10th, 2022

From: Heather Simpson

To: Alex Dunphy

Hello again Mr. Dunphy. You will think I have nothing better to do than email you with questions. Mark and I have decided we will watch the meeting live, mostly in the interests of saving ourselves an hour of driving and the gas costs associated with that, but I am wondering how one goes about having questions or concerns addressed if we are not there in person?

As I mentioned previously, we would appreciate being advised of the following:

How many campsites?

What type of camping?

Would a revised zoning permit music festivals?

Is this proposal being put forward by the Ross family, or is a new owner involved?

It is our understanding that typically a zoning of this type would require a buffer of trees along the edge of the property; no such buffer exists between this property and ours.

Will anyone be on site to administer the campground?

With the Kempt Shore Campground only five minutes down the road, is there a need for another?

Our property directly borders PID 45178944, and we have grave concerns about the impact this rezoning will have on our property values, and those of others in the same position. We worry about noise, and trespassers. We also worry about the impact on the land itself. Given that we have had to pick trash up after every party that has been held there, we worry that we will have campers venturing onto property that is not theirs, or pitching their litter over the fence as has been done in the past.

I thank you for your time, and will await your reply.

Kind regards,

Heather (Simpson).

November 10th, 2022

From: Peter Grabosky

To: Alex Dunphy

My name is Peter Grabosky, I live at **(address removed)**

I am contacting you as a renter at the above address & I am in 'Support' of the possible rezoning and development of a future camp ground.

This business would provide The Shore & more precisley the Kempt, Cheverie, much needed revenue going to a local variety store, summer dining in Walton, a local food stand in Cheverie, local farmers/property owners of wood lots in selling camp fire wood.

As well as a positive revenue source for the county of West Hants.

I would only presume there would be a seasonal employment at the site which provides employment to local indiv's(?) Therefore, I am prepared to vote in a positive manner for the development of a viable new business in our community.

Yours Respectfully,

Peter P Grabosky

November 12th, 2022

From: Nancy Saunders

To: Alex Dunphy

Good Day Mr. Dunphy:

I tuned into the public information session on November 10th and have the following questions and concerns regarding the campground proposal on Hwy 215, Kempt.

1. The campground must have a wide tree buffer between the sites and abutting properties. Is there provision in the development agreement for that? The property should be fenced as well to restrict access to abutting properties.
2. When can the development agreement be available to the public for review? I heard Mr Ross casually mention different numbers of serviced and unserviced lots, tents sites, etc and it is unclear how many of what type they are actually asking for.
3. What are the specifics regarding operation of the campground? Will the operator be on site to monitor guests, activities and noise?
4. Can the development agreement stipulate quiet hours for the camp sites and what would they be?
5. Will the development agreement allow for music festivals, and if so what are the specifics around that? How many spectators, etc.

6. How many bunk houses are permitted? I understand there are already at least two on the site?

7. Does the zoning actually change from resource general or does it stay the same with the development agreement allowing the specific variances?

8. There is currently parkland designated at the Blomidon View subdivision which was donated by Saubren Development Limited as part of the subdivision approval process. The Blomidon View Residents Association want to use this space at some point and develop it with the Municipality; it also has an historic graveyard on it that must be protected. Does that parkland remain for the sole use of Blomidon View Residents/ Lot owners or is there any circumstance that would see the Municipally owned parkland used for the campground?

9. What are the remedies if the provisions of the development agreement are broken by the developer ; i.e. can the development agreement be rescinded by council in this case?

10. Once the development agreement is in place, can the developer make applications for wider uses without the public having knowledge or input?

Thank-you,

Nancy Saunders

President, Saubren Development Limited

November 17th, 2022

From: Nancy Saunders

To: Alex Dunphy

Thank you Mr. Dunphy:

Where can I find the draft dev agreement ..I believe it will be available to the public on December 8th or before?

Nancy

Submission to Mr. Alex Dunphy

Re: Re-zoning PID 45178944 for a camp ground
(Tidal Drive, Cheverie)

As a long time, resident of Cheverie, and own property near the above cited PID, I would like to provide some information about the parcel of land.

Historically the Kempt Shore-Cheverie was populated first by the indigenous people and then the Acadians and finally by settlers of European origin. Settlement was along the water, as virtually all transportation was initially by boat. Houses were built by the shore and land clearing began to reach inland. When a road inland passed by the community lanes or roads connected the shore to the new road, which is the case here. The road was along the border of this property and the Glenn Ross property, but on the Glenn Ross side of the line. This road permitted access to the properties for local families and is probably why the local families established a graveyard on this property.

The Greeno Family Graveyard is a small cemetery located in what is now the wooded area approximately halfway across the property.

I found a list of who is buried there it's on the "Find a Grave" web site. It is called " Greeno Family Burying Ground." Estimated 25 burials.

There are pictures of many of the headstones and this is the information on who took the pictures, T L Brown.

- *Find a Grave*, database and images
(<https://www.findagrave.com/memorial/190053939/eliza-king>: accessed 01 November 2022), memorial page for Eliza King (unknown–24 Jan 1859), Find a Grave Memorial ID [190053939](https://www.findagrave.com/memorial/190053939), citing Greeno Family Burying Grounds, Kempt Shore, Hants County, Nova Scotia, Canada; Maintained by TLBrown (contributor [49358200](https://www.findagrave.com/memorial/49358200)) .

- . No one can block access to a graveyard. And, no one can own it.
-
- Here is the Provincial Act that governs the resting spot.
-
- **Cemetery and Monuments Protection Act**
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- <https://nslegislature.ca/sites/default/files/legc/statutes/cemprot.htm>
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[Cemeteries and Monuments Protection Act - Nova Scotia House of Assembly](#)

Interpretation 2 In this Act, (a) "abandoned cemetery" means a cemetery that is declared to be an abandoned cemetery pursuant to this Act; (b) "cemetery" means land that is set apart or used as a place for

the burial of human remains and, for greater certainty, includes all tombstones, gravemarkers and other monuments located thereon and any buildings or structures located thereon for the ...

Request for land use restrictions to be required as part of the rezoning permit:

- 1. That there be a reasonable distance from the cemetery and any camping lots created and in operation.**
- 2. That there be provision to ensure the site be undamaged**
- 3. That public access be encouraged and provided.**

Thank you for considering this issue and for including it in the final permit granted in the zoning change.

Paul Brison



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