

To: **Inverness County Planning Advisory Committee**
Inverness County Council

From: **Planning Staff (EDPC)**

Date: **October 6, 2022**

Reference: **Application to enter into a Development Agreement for a maximum of 4 cottages on 38 Mildreds Lane, PID 50001650, Port Hastings, Inverness County**
IN-DA2022-001

Staff Recommendation:

Staff recommend that the Inverness County Planning Advisory Committee forward the following recommendations:

1. That the Municipality enter into a Development Agreement for a maximum of 4 cottages on, 38 Mildreds Lane, PID 50001650, Port Hastings, Inverness County); and
2. That Municipal Council give First Reading and schedule a Public Hearing

Description	
Designation:	Residential
Current Zoning:	Residential One (R-1)
Wellhead Protection:	No
Heritage Property:	No
Request:	Development Agreement
Identification #:	PID 10134633
Total Lot Area:	14535 m ²
Site Visit:	September 12 th , 2022

Background Information:

On May 3rd 2022, the Eastern District Planning Commission received a letter from Stephen MacRae seeking a Development Agreement for 38 Mildreds Lane, PID 50001650, to allow for a maximum of 4 cottages. On May 30th 2022 Mr. MacRae sent a site plan showing an area for the tourist cabins/cottages as well as parking and the driveway from the tourist cabins/cottages site to Mildreds Lane. On June 6th 2022 Mr. MacRae wired the advertising deposit and on June 13th 2022 he submitted his planning application.

As of now the property has two structures located on it. One residential home and one accessory structure (shed).

Currently the property is zoned as Residential One (R-1) under the Port Hastings Plan Area in the Municipality of Inverness County. Under this zoning, cottages are typically not a permitted land use through a development agreement (pg 19 Port Hastings Plan Area Land Use Bylaws [LUB]). However, according to Part 7, 1(b) of the Port Hastings Plan Area LUB, because Mr.MacRae’s land

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is just off Highway No.19, the land is subject to permitted uses under Mixed Use (C-1) zoning. In the Port Hastings Plan Area LUB, cottages are a permitted use in Mixed Use (C-1) zoning under “Uses Permitted” 1 (i) Hotels, motels and other tourist establishments (pp 27 Port Hastings Plan Area LUB).

Mr. MacRae has requested to enter into a development agreement to build a maximum of 4 tourist cabins/cottages on the property.

It is recommended that Municipal Council approve the proposed development agreement attached to this staff report between Mr. Stephen MacRae and the Municipality of Inverness County with respect to the construction of a maximum of 4 cottages on 38 Mildreds Lane, PID 50001650.



Figure 1 . Photo of house & accessory structure
(07/07/2022)

Site Visit:

The subject property, PID 50001650, is located on the gravel provincial public road known as Mildreds Lane, located off Highway 19. The current use of the property is residential with a house and accessory structure on the property, seen in Figure 1.

The site is characterized by a gentle slope from the bottom of the property (adjacent to Mildreds Lane) up towards the northeast or back of the property, as shown in Figure 2.

The developable area is relatively flat with a gradual decrease in grade to the southwest. There are sections of the property, including within the developable area that retain water and are soggy. These wetter sections within the developable area may require some fill.

At the top of the hill where the tourist cottages/cabins are to be built is a fairly nice view. The immediate vicinity is treed, with the exception of Mr. MacRae’s property which has been almost entirely cleared except for a small strip along the left side of the lot and the back



Figure 2 . Photo showing elevation and vegetation
(07/07/2022)

60ft of the lot. There is some vegetation between the house/front lawn and the road (Figure 2).

The surrounding three properties are owned by Nova Scotia Power and the Province (Figure 3). Therefore, a vegetated buffer between the adjacent lots is not necessary. Mildreds Lane is a very low traffic road as the only residential property it is currently servicing is Mr. MacRae's property.

Analysis:

Development agreements allow a municipality to review and consider a development proposal for certain uses that are not otherwise be permitted by the Land Use By-law. A development agreement is legal contract that is negotiated between Municipal Council and the applicant. The agreement is registered and runs with the title of the land. Subsequent owners of the property are bound by the terms of the development agreement. Policy A-9 of the Port Hastings Plan Area Municipal Planning Strategy (MPS) [pg 28] sets out that:

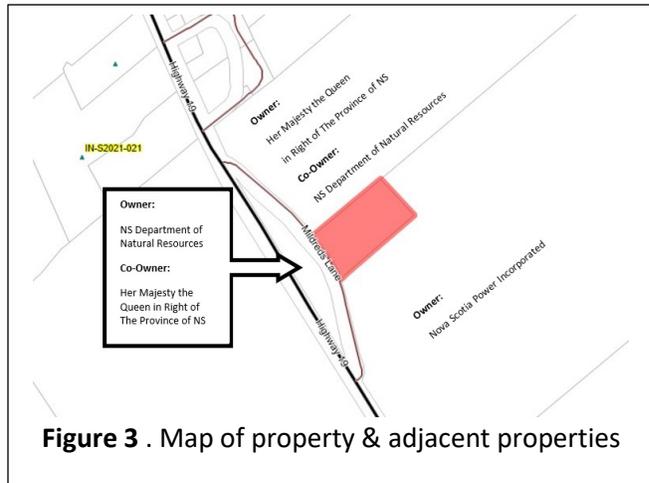


Figure 3 . Map of property & adjacent properties

The following uses shall be permitted subject to the entering into of a Development Agreement, in accordance with the Municipal Government Act:

(b) within the Residential designation, lands along Highway No. 19, uses permitted in the Mixed Use (C-1) zone, as provided for in Policy 2.6 of the Municipal Planning Strategy;

As such, the proposed use proceeds by way of the development agreement approval process.

Policy A-10 (Port Hastings Plan Area MPS pp 28 – 29) sets out criteria to which Council shall have regarded in its consideration of a development agreement. A primary consideration is whether the proposal conforms to the intent to the Municipal Planning Strategy. This proposal does conform with the intent as it is in keeping with relevant land use policies of the Municipal Planning Strategy such as the above referenced Policy A-9. Please refer to Appendix A for a summary of Policy A-10.

Council shall consider whether the proposal is premature or inappropriate. Staff solicited input on the proposal.

The Municipality should have the ability to absorb any costs related to the development so that there is not an undue burden on municipal finances or negative impacts on asset management. There will be no municipal infrastructure used as the applicant is planning on having private water and sewer systems. Policy A-10 (b) i sets out that Council shall have regard to whether the

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proposal is premature or inappropriate by reason of the financial capability of the Municipality to absorb any costs related to the development. With respect to this ability, in my professional opinion, the Municipality should be able to absorb any costs related to this development.

With respect to the adequacy of the site for private on-site sewer and private water (Policy A-10 (b) ii), there are provisions within the development agreement that require an On-Site Sewage Notification Receipt prior to the issuance of a development permit. Private water systems are not under the jurisdiction of Municipalities. Approval for both on-site sewage and private water systems is subject to the Department of Environment.

With respect to the adequacy of road networks (Policy A-10 (b) iv), NS Public Works deemed the road network adequate. No road upgrades are required as a result of this development. NS Public Works noted that the driveway location has yet to be approved, however this approval will be a condition that must be met in the development agreement prior to issuing a development permit.

Policy A-10 (b) iii, v, vi and (c) are not applicable to this development. There are no nearby school, or recreation/community facilities. There are no nearby cliffs or water courses running near, through or abutting the property. The property is located rurally and is not on a collector or arterial road. The property does not have any designated heritage buildings and is not a designated historical site. The adjacent properties are all wooded lots that are also not designated heritage sites.

Statements of Provincial Interest:

The purpose of the Statements of Provincial Interest (SPI) is to protect the common public interest and encourage sustainable development in municipalities. The SPI are policy statements adopted by the provincial government under the powers of the Municipal Government Act (MGA s.193). They are set out in Schedule "B" of the MGA and came into effect on April 1, 1999. Legislation requires that municipal planning documents are "reasonably consistent" with the SPI. As such, the following comments are offered with respect to consistency of the proposal with the SPI:

1. Drinking Water: The proposed development does not impact the provision of drinking water. The property is not located within a well field or an area covered by a Source Water Protection Plan.
2. Flood Risk Areas: Not in an identified flood risk area.
3. Agricultural Land: Not considered agricultural land or impacting agricultural lands.
4. Infrastructure: Will not be using municipal water or sewer
5. Housing: Does not provide additional housing. There are also no residential units removed as a result of this proposal.

The proposed development is reasonably consistent with the SPI.

Conclusion:

Analysis of the site and proposal, completed through a review of relevant policies the Municipal Planning Strategy indicate that the draft development agreement is in keeping with the intent of policy as set by the Municipality of Inverness for the Inverness Plan Area. After consideration, the Eastern District Planning Commission staff are advising that the Municipality enter into a development agreement to develop up to a maximum of 4 cottages on 38 Mildreds Lane, PID 50001650, Port Hastings, Inverness County.

Proposed Motions for the Planning Advisory Committee:

Based upon the staff recommendation, the proposed motions for PAC are:

- 1. That the Planning Advisory Committee recommend that Municipal Council enter into a Development Agreement for a maximum of 4 cottages at 38 Mildreds Lane, PID 50001650, Port Hastings, Inverness County; and*

That Municipal Council give First Reading and schedule a Public Hearing.

Proposed Motions for Council:

Based upon a positive recommendation from the PAC, the proposed motions for Council are:

FIRST READING AND SETTING A PUBLIC HEARING DATE:

NEW DEVELOPMENT AGREEMENT:

- 1. That Municipal Council give First Reading and schedule a Public Hearing regarding entering into a Development Agreement for a maximum of 4 cottages at 38 Mildreds Lane, PID 50001650, Port Hastings, Inverness County;*

SECOND READING AND APPROVAL:

1. That Municipal Council give Second Reading and approve entering into the Development Agreement a maximum of 4 cottages at 38 Mildreds Lane, PID 50001650, Port Hastings, Inverness County

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Appendices:

Appendix A: Summary of Policies

Appendix B: Proposed New Development Agreement

Appendix A: Summary of Policies

<p>Policy A-10</p> <p>...In considering Development Agreements (DA), in addition to all other criteria as set out in various policies of this planning strategy, Council shall have regard to the following matters:</p>	
<p>(a) That the proposed agreement is in conformance with the intent of this Secondary Plan and the requirements of all other Municipal By-laws and regulations.</p>	<p>Conforms with intent.</p> <p>No known conflict with other By-laws or regulations.</p>
<p>(b) That the proposal is not premature or inappropriate by reason of:</p>	
<p>i) the financial capability of the Municipality to absorb any costs relating to the development;</p>	<p>Other -</p> <p>See Staff Report</p>
<p>ii) the adequacy of sewer and water services to support the proposed development;</p>	<p>Complies</p> <p>See Staff Report</p>
<p>iii) the adequacy and proximity of school, recreation and other community facilities;</p>	<p>N/A</p>
<p>iv) adequacy of road networks adjacent to, or leading to the development; Municipal Planning Strategy Page 29 of 32</p>	<p>Complies</p> <p>See Staff Report</p>
<p>v) the potential for the contamination of water courses or the creation of erosion and sedimentation; and</p>	<p>N/A</p>
<p>vi) new multiple dwellings are located on an arterial or collector streets.</p>	<p>N/A</p>
<p>(c) The potential for damage to or destruction of historical buildings and sites.</p>	<p>N/A</p>

*DA: Development Agreement

This is to certify that the resolution to adopt this development agreement, of which this is a true copy, was passed at a duly called meeting of the Municipal Council of the Municipality of the County of Inverness:

_____ day of _____ 2022.

Given under the hand of the Chief Administrative Officer and under the corporate seal of the Municipality this:

_____ day of _____ 2022.

Mr. Keith MacDonald,
Chief Administrative Officer

THIS DEVELOPMENT AGREEMENT made this _____ day of _____, AD 2022, BETWEEN:

William Stephen MacRae., of 38 Mildreds Lane, Inverness, Inverness County, Province of Nova Scotia (hereinafter called the "Developer").

OF THE FIRST PART

-and-

MUNICIPALITY OF THE COUNTY OF INVERNESS, a body corporate, in the County of Inverness, Province of Nova Scotia (hereinafter call the "Municipality").

OF THE SECOND PART

WHEREAS the Developer has good title to lands known as 50001650 located on Mildreds Lane, Inverness County in the Municipality of the County of Inverness, Nova Scotia, and which said lands (hereinafter called the "Property") are more particularly described in Schedule "A" of this Agreement; and

WHEREAS the Developer has requested permission to develop up to a maximum of 4 Tourist Cabins/Cottages by Development Agreement on the Property;

WHEREAS the Property is situated within an area designated Residential on the Generalized Future Land Use Map of the Port Hastings Plan Area, and Residential One (R1) Zone on the Port Hastings Plan Area Land Use By-law Zoning Map; and

WHEREAS Policy A-9 of the Port Hastings Plan Area Municipal Planning Strategy and Part 7.1.b. of the Port Hastings Plan Area Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Developer has requested that the Municipality of the County of Inverness enter into this development agreement pursuant to Section 255 of the *Municipal Government Act* so that the Developer may develop and use the Property in the manner specified;

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged) the request to change the use of the Property is agreed upon by the Developer and the Municipality subject to the following:

PART 1: DEFINITIONS

1.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the *Port Hastings Plan Area Land Use By-law of the Municipality of the County of Inverness*, as amended from time to time. If a term is not defined in this document, its customary meaning shall apply.

1.2 Definitions Specific to this Agreement

Notwithstanding Section 1.1, the following words used in this Agreement shall be defined as follows:

Private Water Line means a water line that was installed by an individual or a group of property owners for the purpose of connecting one or several homes to the municipal water network. A Private Water Line is not part of the municipal water utility and is not installed or maintained by the Municipality.

Tourist Cabin/Cottage means an establishment providing accommodation for the use of the

travelling or vacationing public, a free-standing unit with bedsitting room (linens supplied) and/or bedrooms and bathroom; may have kitchen facilities.

2: GENERAL REQUIREMENTS

2.1 Applicability of Agreement

The Developer agrees that the area of the Property shown on Schedule B shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

2.2 Applicability of the Land Use By-law

Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the Port Hastings Plan Area Land Use By-law of the Municipality of the County of Inverness and the Land Use By-law for the Municipality of the County of Inverness (Concerning the Regulation of Wind Turbine Development).

2.3 Applicability of Other By-laws, Statutes, and Regulations

2.3.1 Subject to the provisions of this Agreement, the Developer shall be bound by all By-laws and regulations of the Municipality as well as by any applicable statutes and regulations of the Province of Nova Scotia and the Government of Canada;

2.3.2 Further to Subsection 2.3.1, the Developer shall receive any necessary approvals from the Provincial Department of Public Works with respect to access to the site prior to any development or building permits being issued;

2.3.3 Further to Subsection 2.3.1, the Developer shall receive any necessary approvals from the Provincial Department of Environment with respect to any potential infilling of wetlands located on the site prior to any development or building permits being issued;

2.3.4 Further to Subsection 2.3.1, the Developer shall receive any necessary approvals from the Department of Environment with respect to any on-site sewage disposal systems located on the site prior to any development or building permits being issued.

2.4 Conflict

2.4.1 Where the provisions of this Agreement conflict with those of any other applicable Municipal by-law (other than the *Subdivision or Land Use By-law* to the extent varied by this Agreement), or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

2.4.2 Where the written text of this Agreement conflict with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

2.5 Cost, Expenses, Liabilities, and Obligations

The Developer shall be responsible for all cost, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Property.

2.6 Provisions Severable

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.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms to this agreement and the following Schedules attached to this Agreement.

Schedule A	Parcel description
Schedule B	Site Plan
Schedule C	Tourist cabins/cottages designs

3.2 Future Subdivision of Land

No alterations to the Property are permitted without a substantive amendment to this Agreement except lands not occupied by uses enabled in this Agreement may be subdivided, subject to the requirements of the Land Use By-law, the Subdivision By-law, and *Municipal Government Act* relating to the notice of intent to discharge the Agreement (for a portion of the lands).

3.3 Requirements Prior to Approval

3.3.1 No development permit shall be granted for the development unless:

- a) The Developer has provided proof that all requirements of Schedule B and C were complied with, except for modifications authorized in Subsections 3.4.4 and 3.4.5;
- b) Detailed signage and lighting plans as per Section 3.5 were submitted;
- c) An On-Site Sewage Notification Receipt for the development is submitted;
- d) A Work Within Highway Right-Of-Way Permit; and
- e) Erosion and sedimentation control measures as per Section 4.2 were implemented.

3.3.2 No occupancy permit shall be granted for the development unless:

- a) The Developer has the appropriate approvals from the municipal engineer to provide the cottages with municipal water;
- a) There is sufficient capacity in the private water line to provide uninterrupted water supply to all households currently connected to the private water line as well as to the cottage development, which may be developed in phases; and,
- b) The Developer has installed an on-site sewage disposal system in line with the requirements of the NS Department of Environment, and is in line with the submitted On Site Sewage Notification Receipt.

3.3.3 The Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless Building and Occupancy Permits have been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.4 General Description of Land Use

3.4.1 The use of the Property permitted by this Agreement shall be a tourist cabin/cottage development.

3.4.2 The number of tourist cabins/cottages buildings shall not exceed four (4).

3.4.3 The minimum setbacks are as follows:

Minimum Front Setback	7.6m (25 feet)
Minimum Side Setback	6m (19.7 feet)
Minimum Rear Yard	6m (19.7 feet)

3.4.4 The location of buildings and driveways shall be governed by Schedule B. Minor alterations to driveways that do not result in traffic circulation outside of the area subject to the development agreement shall be accepted by the Development Officer and do not require an amendment to this Agreement.

3.4.5 The architectural design of buildings shall be generally in conformance with the tourist cabins/cottages designs shown in Schedule C:. Minor changes to the cottage design that do not result in an increase of more than 15 percent of the tourist cabins/cottage’s floor area (excluding deck), or an increase of more than 15 percent in the buildings’ height, as set out in Schedule C, shall be accepted by the Development Officer and do not require an amendment to this Agreement.

3.5 Commercial Site Lighting, Signage, and Storage

3.5.1 Lighting, signage and storage shall adhere to the requirements of the *Port Hastings Plan Area Land Use By-law of the Municipality of the County of Inverness*.

3.5.2 The Developer shall include lighting details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.

3.5.3 The Developer shall provide signage details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.

3.6 Maintenance

3.6.1 The Developer shall maintain and keep in good repair all portions of the development on the Property, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal, snow and ice control, and the salting of walkways and driveways.

3.7 Hours of Operation

Hours of operation shall be 24 hours a day, seven days a week.

PART 4: STREETS, MUNICIPAL SERVICES, AND ENVIRONMENTAL PROTECTION

4.1 Off-Site Disturbance

4.1.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to streets, sidewalks, curbs and gutters, street trees, landscaped areas, and utilities shall be the responsibility of the Developer, and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Officer, in consultation with the Development Engineer.

4.1.2 The Developer shall be liable to all subscribers of the Private Water Line for losses resulting from the interruption or reduced service levels that may occur due to the installation of a

new Private Water Line.

4.2 Erosion and Sedimentation Control

4.2.1 The Developer shall prepare an 'Erosion and Sedimentation Potential Assessment' that is prepared by an adequately qualified professional, analyzing the following aspects:

a) the composition of soils on the Property and the potential for erosion, especially during extreme weather events (rain, storm etc.)

b) technical and/or natural measures to mitigate identified risks, if any.

4.2.2 If any risks are identified pursuant to Subsection 4.2.1, the measures outlined in 4.2.1 c) shall be implemented prior to the development permit being issued.

4.2.3 During the commencement of on-site works, the Developer shall comply with the *Erosion and Sedimentation Control Handbook for Construction Sites* as prepared and revised from time to time by Nova Scotia Environment.

4.3 Storm Water Management

4.3.1 All private storm water facilities shall be maintained in good order to maintain full storage capacity by the owner of the lot on which they are situated.

4.3.2 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of storm water.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

5.1.1 The following items are considered by both parties to be non-substantive and may be amended by resolution of Council:

a) The granting of an extension to the date of commencement or completion of construction as identified in Section 6.3 of this Agreement;

b) Changes to landscaping of the property to be reflected in an updated Schedule D.

5.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the *Municipal Government Act*.

5.3 Discharge

Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council without a public hearing.

PART 6: REGISTRATION, EFFECT OF CONVEYANCES, AND DISCHARGE

6.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office.

6.2 Subsequent Owners

6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Property that is the subject of this Agreement until this Agreement is discharged by Council.

6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

6.3 Commencement of Development

6.3.1 This agreement or portions of it may be discharged at the discretion of the Municipality with or without the concurrence of the property owner if construction has not commenced within two (2) years and/or construction has not been completed within seven (7) years or the registration of the agreement.

6.3.2 For the purpose of this section, Council may consider granting an extension of the commencement or completion of development time period through a resolution under Section 5.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4 Completion of Development

This agreement may be discharged at the discretion of the Municipality upon the completion of the project and the satisfactory fulfillment of the terms of the Agreement.

PART 7: COMPLIANCE AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer.

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunction relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- b) The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a break of the Agreement, whereupon all reasonable expenses, whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act; or,
- c) The Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Property shall conform with the provisions of the Land Use By-law.

7.3 Municipal Responsibility

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

7.4 Warranties by the Developer

The Developer warrants as follows:

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

7.5 Onus for Compliance on Developer

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in the Agreement shall not be deemed a waiver of any subsequent breach or default in the conditions or requirement contained in this Agreement.

7.6 Costs

The Developer is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable, and all costs of advertising for and recording any amendments.

7.7 Full Agreement

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

7.8 Interpretation

- 7.8.1 Where context requires, the singular shall include the plural, and the use of words in one gender shall include the masculine, feminine, and neutral genders as circumstances warrant;
- 7.8.2 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.
- 7.8.3 References to particular sections of statutes and by-laws shall be deemed to the references to any successor legislation and by-laws even if the content has been amended, unless the context otherwise requires.

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

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this ____ day of _____ 2022.

SIGNED, SEALED and DELIVERED
in the presence of

MUNICIPALITY OF THE COUNTY OF INVERNESS

) per:

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WARDEN

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Witness

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CHIEF ADMINISTRATIVE OFFICER

SIGNED, SEALED and DELIVERED
in the presence of

)

DEVELOPER:

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)

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Witness

)

MR. WILLIAM STEPHEN MACRAE

Development Agreement for Land Parcel #50001650

SCHEDULE "A"

PID 50001650

ALL that certain lot or piece of land situate, lying and being at Port Hastings aforesaid, bounded and described as follows:

BEGINNING at a stake and south angle of a lot of land known as the Beaton lot and 33 feet from the centre of the main post road leading from Port Hastings to Port Hood;

THENCE running along said Beaton lot in a north easterly direction 456 feet to the old road;

THENCE along said old road southerly 238 feet till it strikes land owned by the late Hugh McMillan;

THENCE in a westerly direction along the northern line of said Hugh McMillan lot 487 feet, more or less, to the limits of the said Main Road;

THENCE along said main road in a northerly direction 238 feet, more or less, to the place of beginning.

The Parcel complies with the subdivision provisions of Part IX of the Municipal Government Act.

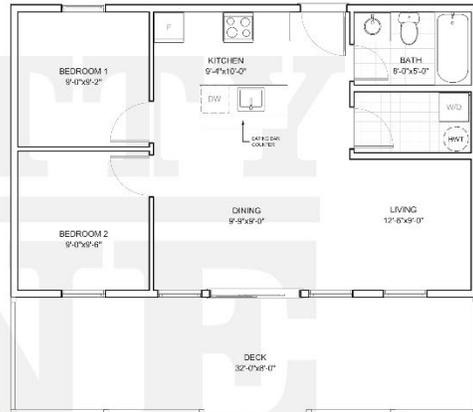
This parcel IS REGISTERED PURSUANT TO THE Land Registration Act. The registered owner of the registered interest owns the interest defined in this register in respect of the parcel described in the register, subject to any discrepancy in the location, boundaries or extent of the parcel and subject to the overriding interests [Land Registration Act subsection 20(1)].

No representations whatsoever are made as to the validity or effect of recorded documents listed in this parcel register. The description of the parcel is not conclusive as to the location, boundaries or extent of the parcel [Land Registration Act subsection 21(1)].

Schedule "C" – Tourist Cabin/Cottages Designs



FRONT VIEW



FLOOR PLAN

CABIN SIZE 32'-0" x 20'-0" FLAT ROOF

Tourist cabin/cottages Floor Area:

$$32' \times 20' = 640 \text{ sq. ft.}$$