



PLANNING ADVISORY COMMITTEE

A G E N D A

DATE: Tuesday, 5 September 2017

LOCATION: Town of Mahone Bay / Town Hall

TIME: 7:00 p.m.

- 1. Minutes of previous meeting:** 6 June 2017
- 2. Referrals and Presentations**
- 3. New Business**
 - 3.1 Brookside Apartments – Request for Amendment to Development Agreement to allow developer to retain ownership of sewage pumping station
- 4. Matters Arising**
- 5. Other Business**
- 6. Adjournment**

A meeting of the Planning Advisory Committee was held in Town Council Chambers on Tuesday, June 6, 2017 at 7:00 pm.

Present: Deputy Mayor Karl Nauss (Chair)
Mayor Dave Devenne
Councillor John Bain
Councillor Richard Nowe
Kristen Martell
John Biebesheimer
Doug Langley

Staff: Garth Sturtevant, Planning Assistant
James A. Wentzell, CAO

Regrets: Councillor Penny Carver

Gallery: Katie Iyoupe

Minutes

A motion by Mr. Biebesheimer, seconded by Councillor Bain, **“TO approve the minutes of the May 2, 2017 meeting as presented.”** **Motion carried.**

New Business

Proposed Land Use By-law Amendment – To add Pet Grooming as Small-Scale Business

Garth Sturtevant, Planning Assistant, presented a Staff Report addressing a request received from Katie Iyoupe of 74 Clairmont Street. Ms. Iyoupe has proposed an amendment to Mahone Bay’s Land Use Bylaw that would add Pet Grooming as a permitted Small-Scale Business under Section 4.5.16.

Mr. Sturtevant reviewed the Land Use Bylaw and Municipal Planning Strategy as it pertains to the request from Ms. Iyoupe. Although this type of Small Scale business within a residential zone is not currently permitted by Mahone Bay’s Land Use Bylaw, it is consistent with existing policy statements from the Municipal Planning Strategy. Staff believe that the proposed amendment can be accommodated and integrated into existing residential neighbourhoods without significantly altering their character. Staff feel that Ms. Iyoupe’s request is appropriate and consistent with other permitted Small-Scale Business Uses. Planning Staff’s proposed amendment to the Bylaw would include language that would restrict a residential property owner from kenneling animals on their property.

A motion by Mr. Biebesheimer, seconded by Ms. Martell **“THAT the Planning Advisory Committee recommend that Town Council adopt the proposed amendments as detailed in Appendix 1 to the Mahone Bay Land Use Bylaw to add Pet Grooming as a Small-Scale Business Use.”**

Motion carried.

Proposed Land Use By-law Amendment – To remove Lists of Development Agreements in Effect and Registered Heritage Properties from the Land Use By-law

Mr. Sturtevant presented a Staff Report which addresses what Planning Staff see as an issue with the Mahone Bay Land Use Bylaw. Currently, the Land Use Bylaw contains two tables that list the “Development Agreements in Effect” and “Listing of Registered Heritage Properties”. Staff feel that keeping these tables up to date is problematic. Each time there is a change to either table the Municipal Government Act requires staff to follow the process for a Land Use Bylaw Amendment, which includes holding public hearings.

Planning Staff have proposed that these two tables be removed from the Land Use Bylaw and replaced with wording that would direct interested parties to contact Town Hall to receive a current list of Development Agreements and/or Heritage Properties. Lists could then be maintained and kept current by Town staff without having to go through the Land Use Bylaw Amendment Process.

A motion by Ms. Martell, seconded by Councillor Bain, **“THAT Planning Advisory Committee recommend that Town Council move forward with the proposed amendment to remove tables *Development Agreements in Effect* and *Listing of Registered Heritage Properties* from the Land Use By-law and replace the tables with text referring to these lists as maintained and updated by the Town.”**

Motion carried.

The meeting adjourned upon motion at 7:25 pm.

Deputy Mayor, Karl Nauss, Chairperson

J. Wentzell, C.A.O.



Staff Report #1

Prepared for: Planning Advisory Committee

Meeting Date: September 5, 2017

Subject: Proposed Amendment to Development Agreement to allow M.A.D.E. for Mahone Bay to retain ownership of sewage pumping station for Brookside Apartments

Prepared by: Peter Nightingale, Planning Assistant **Date:** August 30, 2017

Reviewed by: Jim Wentzell, CAO **Date:** September 1, 2017

APPLICANT	M.A.D.E. for Mahone Bay, Ltd.
PROPOSAL	To remove the requirement that the sewage pumping station required for this development be built to municipal specifications and turned over to the Town.
LOCATION	Cara Lane (off Kinburn Street), PID 60374493
LOT SIZE	±1 acre
DESIGNATION	Residential
ZONE	Residential
SURROUNDING USES	Single-unit and multi-unit residential
NEIGHBOUR NOTIFICATION	Required

Introduction

An application was received by the Town Clerk on July 19, 2017 from Mr. Scott Youden for an amendment to the development agreement for Brookside Apartments to remove the requirement that the sewage pump be built to Municipal Specifications and turned over to the Town.

Background

In 2013, the Town signed a Development Agreement with M.A.D.E. for Mahone Bay to allow two phases of development to occur on three parcels of land identified as PID numbers 60691623, 60691631, and 60374493. The first phase of the development agreement was for the construction of two 4-unit dwellings on PID numbers 60691623 and 60691631, which was completed in July, 2014. The second phase was identified as a 22-unit apartment building on PID 60374493, which was to be addressed through a substantial amendment to the DA, as it had not yet been designed. In 2016, Council approved an Amending Development Agreement for the second phase, which changed the project from a 22-unit building to a 26-unit building. This agreement was signed on August 16, 2016. The Developer applied for a Development Permit on June 23, 2017, and the permit was issued by the Development Officer on July 27, 2017. As of the writing of this report, construction has begun on the 26-unit building.

Due to the location of the development and the slope of the land in the area, a sewage pump is required to lift the sewage from the two 4-unit dwellings and the 26-unit building to the central sewer on Kinburn Street. There is a clause in the 2016 Agreement that the Developer will construct a sewage pump and sewage lines to Municipal Specifications at his expense, and this infrastructure will be turned over to the Town. Once turned over to the Town, the Town would be responsible for its maintenance and operation.

Currently, the two 4-unit dwellings are being serviced by a “temporary” sewage pump, which is privately owned by the Developer. Once the new pump is complete, the sewage from these two buildings will be gravity fed to the same pumping station that handles the 26-unit building.

The Developer determined that the servicing required by these buildings did not require a sewage pump built to Municipal Specifications. Since the Town will not take ownership of any infrastructure that is not built to municipal specifications, the Developer is proposing to maintain ownership of the pump, and be responsible for its long-term maintenance and operation.

The Development Agreement lists several non-substantial changes that can be made to the project with the written consent of Council. Anything not listed as a non-substantial change requires an amendment to the DA, which must go through the same process as a new DA, including a public hearing. Changes to the ownership or design requirements of the sewage pump is not in this list, and therefore this application must go through a DA amendment process.

Municipal Planning Strategy

As the Development Agreement is already in effect, only the sections that are proposed to be amended need to be considered for compliance with the Municipal Planning Strategy.

Section 3.3 of the Municipal Planning Strategy relates the Town's sewage system.

Policy	Analysis
3.3.1 To provide and maintain the existing sanitary sewage collection and treatment system.	The proposed amendment does not have any implications for the existing sanitary sewage collection and treatment system.
3.3.2 To continue to improve and expand the sanitary sewage system where financially feasible.	<p>This amendment will not require any further expansion of the sanitary sewage system.</p> <p>As part of Phase 1, the Developer extended the sanitary sewage system by constructing 110 metres of new sewer main under Kinburn Street, and the Town has taken ownership of this infrastructure.</p>
3.3.3 Not to approve any Land Use By-law amendment or development agreement, until Council is satisfied that the development proposal will not create undue demands on the sewage collection and treatment system.	When considering the original DA, the Town determined that the development would not create undue demands on the sewage collection and treatment system. The proposed amendment only pertains to the design and ownership of the sewage pump, and will not have any change on the demands placed on the public sewage collection and treatment system.
3.3.4 To discourage extension of the sewage collection system outside the boundaries of the Town and encourage landowners outside the Town wishing for sewage collection and treatment services to apply for annexation to the Town.	The development is within the boundaries of the Town, and does not require any further expansion of the Town's infrastructure.
3.3.5 To continue to require developers to bear the costs of constructing new sewer mains and laterals in new developments, in accordance with the Municipal specifications adopted by Council.	The developer is required under the existing Development Agreement to construct the new sewer mains, laterals, and pumping station to Town specifications at his expense. This amendment would remove the requirement for the sewage pumping station to be constructed to Town specifications and for the Town to take ownership of the pumping station. However, any new infrastructure would still have to be acceptable to the Town before it would be approved for connection to the Town's sewer system.
3.3.6 To regulate the use of the sewage collection and treatment system.	In order to be connected to the Town sewage collection and treatment system, the development would still be required to comply with the Town's Sewer Connection By-law.

Policy	Analysis
<p>3.3.7 To continue to seek ways to separate the sanitary and storm sewage systems inherited from earlier days, and to control storm water discharge to the harbour.</p>	<p>This development only includes a sanitary sewer connection. Storm water will not be permitted to be discharged into the sanitary sewer.</p>

Section 6.4.1 of the Municipal Planning Strategy contains general criteria for considering development agreements. Although this request is for an amendment to a Development Agreement, it still must meet the general criteria for Development Agreements, however only the proposed *changes* to the Development Agreement must be considered against these policies.

Policy	Analysis
<p>a) The proposal conforms to the intent of the Planning Strategy.</p>	<p>The changes proposed under this Amendment relate specifically to the Town’s sewage collection and treatment system. This policy is discussed above.</p> <p>The proposal conforms to the intent of the Planning Strategy.</p>
<p>b) The proposal conforms to the applicable requirements of all Town By-laws; except where the application is for a development agreement in which case the Land Use By-law requirements need not be satisfied.</p>	<p>The current Development Agreement stipulates that the Developer is required to comply with Federal, Provincial, and Municipal laws, by-laws, and regulations. No change is proposed to this clause.</p>
<p>c) The proposal is not premature or inappropriate due to:</p> <ul style="list-style-type: none"> i) Financial ability of the Town to absorb costs related to development; ii) Adequacy of Town services, specifically including water supply. iii) The adequacy of physical site conditions for on-site services; iv) Creation or worsening of a pollution problem including soil erosion and siltation; 	<ul style="list-style-type: none"> i) No costs to the Town are anticipated. ii) n/a iii) n/a iv) n/a

Policy	Analysis
v) Adequacy of storm drainage and effects of alteration to drainage pattern including potential for creation of a flooding problem;	v) n/a
vi) Adequacy and proximity of school, recreation, emergency services, and other community facilities;	vi) n/a
vii) Adequacy of street networks and site access regarding congestion, traffic hazards, pedestrian safety, and emergency access;	vii) n/a
d) The development site is suitable regarding grades, soils, geological conditions, location of watercourses, flooding, marshes, bogs, swamps, and susceptibility to natural or man-made hazards, including sea level rise.	
e) That the proposal will not significantly alter the existing character, or stability of the surrounding neighbourhood;	n/a
f) That the proposal will be integrated into the surrounding area by means of good landscaping and sensitive site orientation with screening by means of fences or hedges as required;	n/a

Policy	Analysis
<p>g) All other matters of planning concern have been addressed.</p>	<p>The sewage pumping station will serve three separate properties, and be privately owned. Currently, all three properties are under the same ownership. In the future, it is possible that one or more of the properties will come under different ownership, and one or more property owners would be dependant on a neighbouring property to handle their sewage. There is the potential for issues relating to property owners paying for maintenance and operation of the pump, liability if the pump fails, or the owner of the 26-unit building not wanting to provide service to the other properties.</p>

Section 6.4.2 of the MPS has further criteria for the consideration of Development Agreements. Council must be satisfied that:

Policy	Analysis
<p>a) the development shall not generate emissions such as noise, dust, radiation, odours, liquids or light to the air, water, or ground so as to create a recognized health or safety hazard, and that the impact of such emissions on the development potential and value of properties in the vicinity has been minimized</p>	<p>n/a</p>
<p>b) subject to the physical characteristics of the site, the development shall achieve optimum separation from adjacent properties which are not in a similar use, and screening in the form of fences, vegetation, or berms as appropriate shall be constructed or installed wherever possible in order to minimize impact on the abutting uses</p>	<p>n/a</p>

Policy	Analysis
<p>c) it shall be clearly demonstrated by the applicant that the development can be serviced with central or on-site sewer and water and that the disposal of sewage and other effluents as well as the demand on the water source will not have a negative impact on the quality and quantity of the water resources of the area</p>	<p>An 8" sewer main extension was built under Kinburn Street as part of Phase 1 of this development, which is sufficient to serve the development.</p> <p>The change in the ownership and design of the sewage pump will have no effect on the volume of waste discharged to the Town sewer system.</p>
<p>d) the traffic resulting from the development will neither create undue traffic hazards, traffic congestion, or pedestrian hazards, nor unduly degrade the accustomed environment of existing residential uses</p>	<p>n/a</p>
<p>e) sufficient parking and adequate safe access to parking lots shall be provided for the intended use of the property</p>	<p>n/a</p>
<p>f) all areas intended for vehicular traffic, and any areas used for the open storage of equipment or stock shall be surfaced with stable materials to prevent dust from blowing onto adjacent properties, and shall be designed to allow for adequate drainage, snow removal and snow storage</p>	<p>n/a</p>

Policy	Analysis
<p>g) that the proposal does not exceed a height of 13.7 metres (45 feet) above the average surface of the ground around the building (exclusive of chimneys, antennae, flagpoles and church spires) except where this grade is below the grade of the adjacent street, in which case Council may consider an increased height which is otherwise in conformance with this Municipal Planning Strategy provided that the proposed building does not exceed:</p> <ul style="list-style-type: none"> i) 16.7 metres (55 feet) in height and ii) the height of any main building within 15 metres (50 feet) of it, and iii) a height of 13.7 metres (45 feet) above the grade of the street 	<p>n/a</p>
<p>h) the primary architectural features of the proposal, (including but not limited to bulk, scale, roof shape, building materials, exterior cladding and shape and size and relationship of doors and windows) shall be visually compatible with nearby buildings, as demonstrated by perspective sketches showing the proposal in context with the streetscape</p>	<p>n/a</p>
<p>i) that the proposal is compatible with the existing character, or stability of the surrounding neighbourhood</p>	<p>n/a</p>
<p>j) Outdoor lighting fixtures, including illuminated signs, shall use the lowest possible intensity consistent with safety, shall use fixtures which eliminate glare and in particular shall not project any glare or direct illumination onto adjacent properties</p>	<p>n/a</p>

Policy	Analysis
k) any residential building shall be located on a site that is not subject to nuisances or a degraded living environment caused by existing land use activities	n/a
l) any residential development shall include usable outdoor recreation space that is suitable for erection of playground equipment, or for other active and passive recreational uses	n/a
m) any residential development site shall be landscaped with trees, shrubs, lawns, fences, and hard surfaced walkways, as necessary to create a residential living environment	n/a
n) no development agreement shall be approved until all necessary permits required by Federal, Provincial, and Municipal government agencies have been issued or Council is satisfied that the required permits will be issued	Depending on the design of the sewage system, permits may be required from Nova Scotia Environment. The Development Agreement stipulates that the Developer must obtain any necessary permits.
o) where Council determines, on the advice of a qualified person, that there is a significant risk of environmental damage from any proposed development which does not require an assessment under the Environmental Assessment Act, environmental studies shall be carried out by the developer for the purpose of determining the nature and extent of any environmental impact and no agreement shall be approved until Council is satisfied that the proposed development will not create or result in undue environmental damage	During the building inspection process, the sewage pumping station will have to be inspected. In order to approve the system, the Building Official will require a design stamped by an Engineer as proof that the system is adequate to handle the needs of the building. Staff do not feel it is necessary for Council to seek the opinion of a qualified person.
p) the provisions of Policies 4.5.1 and 4.5.4 (Heritage Preservation) are satisfied.	n/a

Discussion

Allowing the Developer to retain ownership of the sewage pumping station would save the Town money, as the Town would not be responsible for paying to operate, inspect, or maintain the infrastructure. As the pump will only be serving properties owned by the Developer, there is no public benefit to the Town owning and operating the sewage pump.

However, because the sewage pump will be handling the sewage for three separate properties, there is potential for complications for the property owner in the future if one or more of the properties comes under different ownership. Under the current arrangement, with the Town taking over the infrastructure, all property owners are ensured continued access to a sewer connection, because the Town is responsible for operating and maintaining the infrastructure. Under private ownership, there would need to be an agreement between the property owners concerning maintenance and operation of the pump and sewer lines.

Having one property handle the sewage for other properties could potentially lead to civil issues should one or more of the properties change hands. If there is disagreement between property owners about how to share costs for operation and maintenance of the infrastructure, or liability in the event of pump failure, it is conceivable that the two 4-unit dwellings may be left without sewer service. The property owners would have to arrange to have their own sewage pumping stations installed and new connections made to the Town's sewer system, or legal proceedings may be required to ensure access to the sewage pump in the 26-unit building by the two 4-unit properties. In either case, it is conceivable that 8 housing units would be left without a sewage connection for an extended period of time. Again, these issues only arise if the properties come under separate ownership, but a long view must be taken in determining the appropriateness of this amendment.

The Town has a responsibility to consider the implications of this amendment, both for the Town and for future property owners. Furthermore, the Town has a responsibility to make sure that the buildings in both phases of the development are properly connected to the Town sewage system. Staff feel that these concerns can be addressed through a clause in the Development Agreement requiring the Developer to ensure that an agreement is in place between property owners concerning the maintenance and operation of the sewage pumping station in the event of a sale. The Developer should also undertake any other actions necessary to protect the interests of all property owners, such as the establishment of easements registered against the properties.

Furthermore, there is a clause in the existing Development Agreement that if the Developer fails to carry out any work or maintenance required in the DA, the Town has the ability to carry out the work at the Developer's expense. In the event of a sewage pump failure, the property owner would be failing to do something required under the DA, and the Town would then have the ability to repair or replace the pump and charge it back to the Developer. This clause does not *require* the Town to carry out any work, it simply gives the Town the option to do so.

Public Participation Program

This amendment will not result in any changes to the exterior of the building or the density of the project. The change in ownership of the pump will result in a cost savings for the Town, and will not have any impact on any other properties. Therefore, staff feel that this project will have no significant public impact, and staff recommend that the Public Participation Program for this amendment consist only of information mailed to neighbours within the required notification area, rather than a Public Information Meeting. Council still must hold a Public Hearing, which will be advertised for 2 weeks, before voting on whether to grant the amendment, and the decision of Council will still be appealable to the NSUARB for 14 days following Council's decision.

Options

The Committee may choose to:

1. Recommend to Council to enter into the Amending Development Agreement with M.A.D.E. for Mahone Bay for PID 60374493 (Attachment A)
 - a. with the Public Participation Program consisting of information mailed to neighbours within the notification area
 - b. with the Public Participation Program consisting of a Public Information Meeting
2. Direct Staff to ask for changes to the application, to be brought back to the Committee for consideration
3. Recommend to Council refusal of the proposal

Recommendation

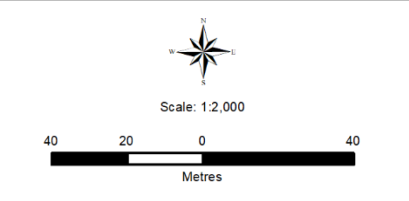
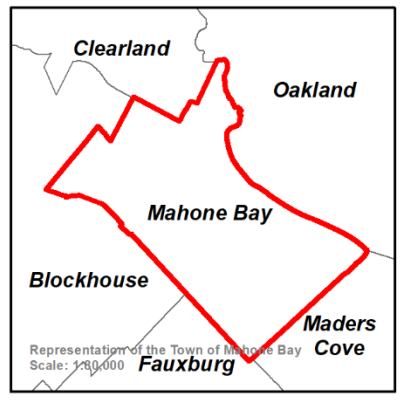
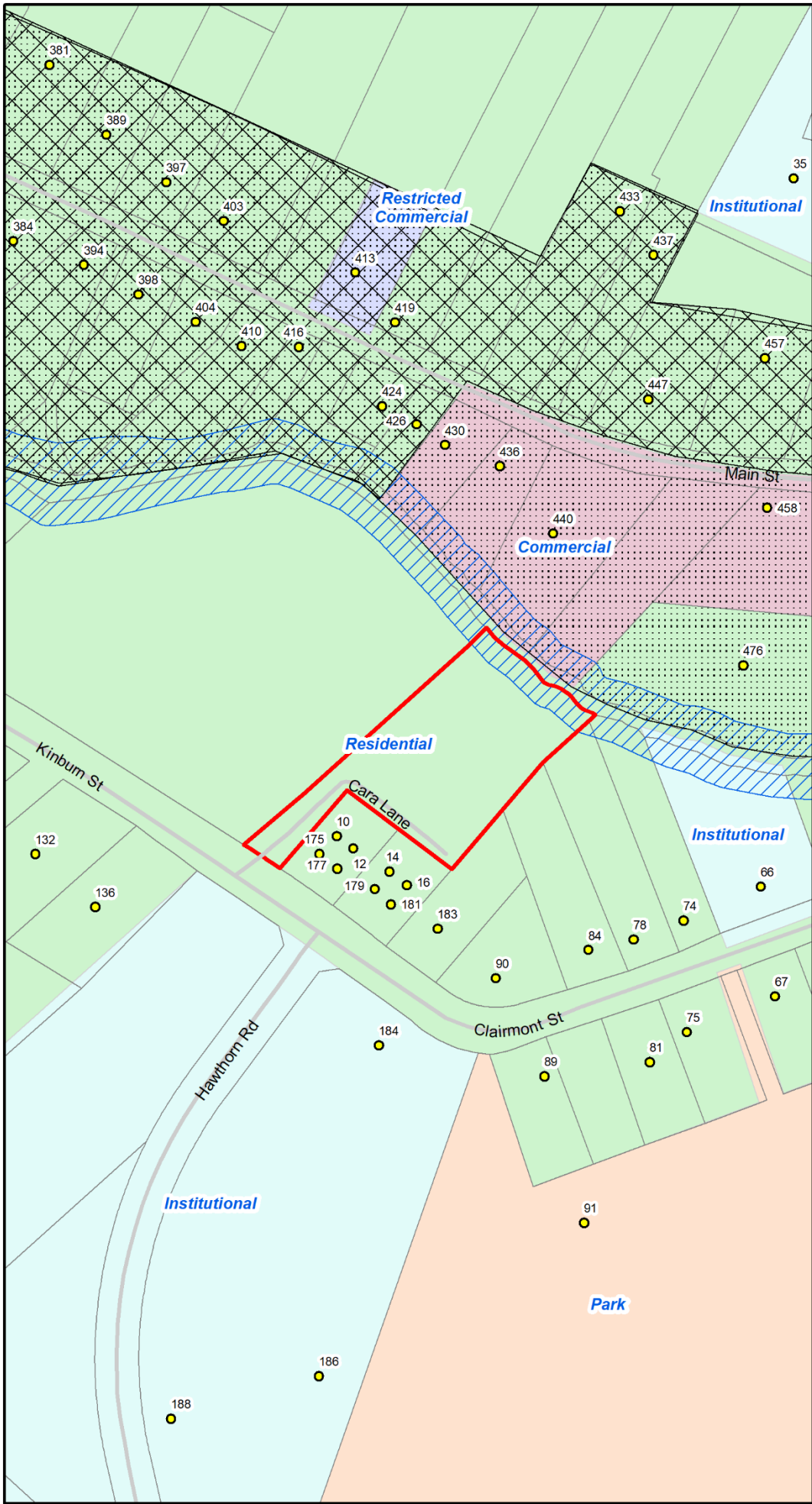
On the basis of the foregoing, staff recommends **Option 1a**.



Peter Nightingale
Planning Assistant

Attachments

1. Designated Land Use
2. Zoning Map
3. Proposed amendment to Amending Development Agreement.



- Legend**
- Architectural Control Area
 - Commercial Development Agreement Area
 - Protected Water Courses
 - Properties
 - Subject Property
- Designated Land Use**
- Commercial
 - Institutional
 - Park
 - Residential
 - Restricted Commercial
 - Roads
 - Civics

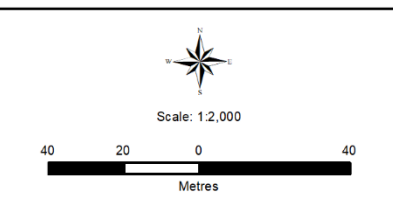
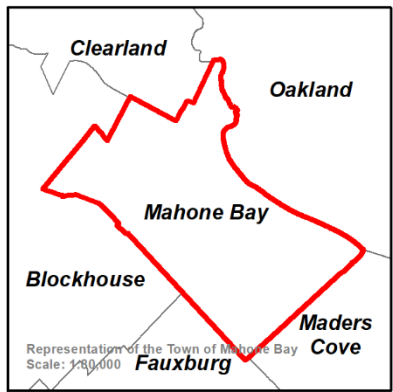
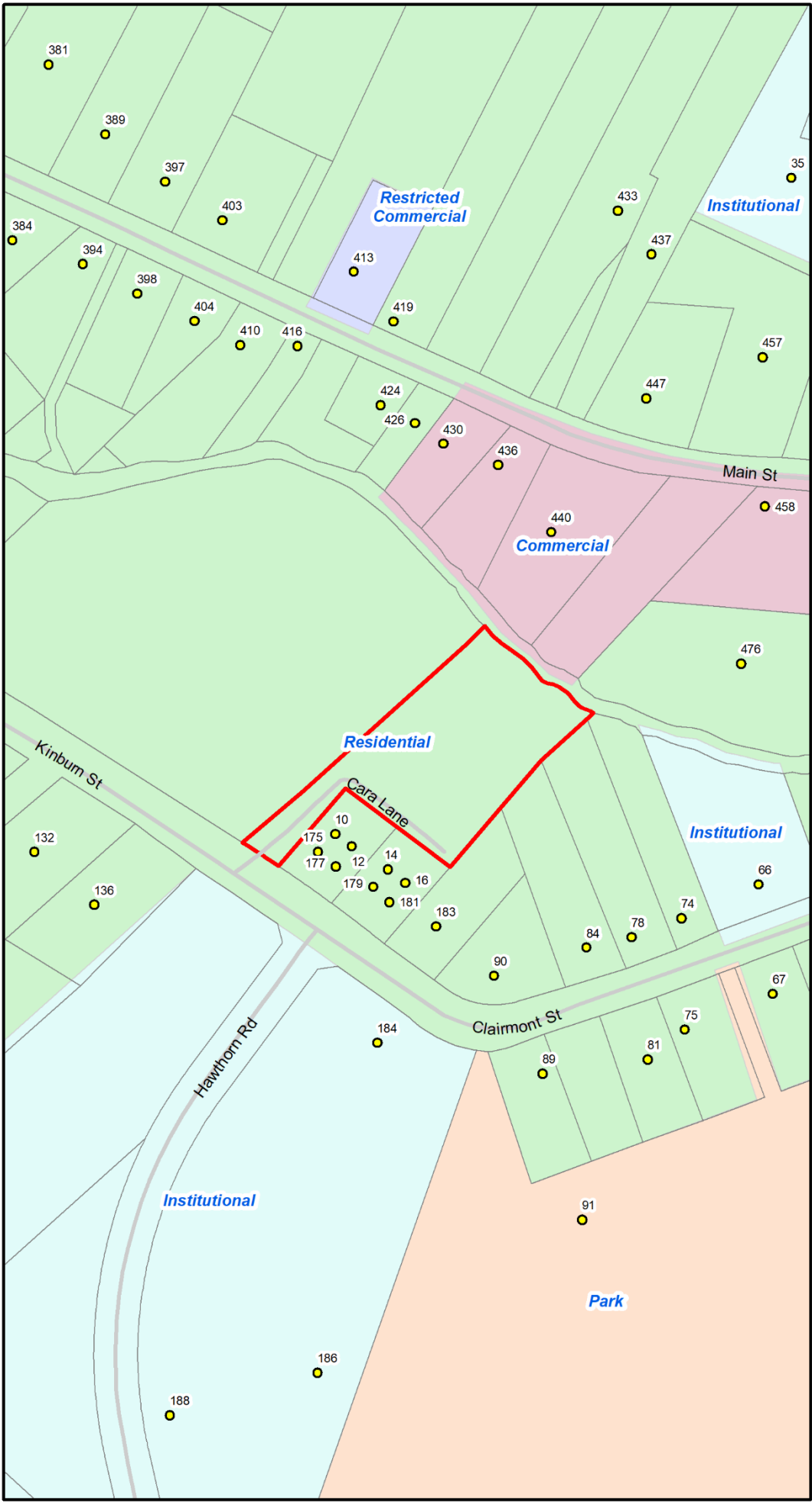
Rev:	Description:	Date:
0	Property Located off Cara Lane	17/08/16

TOWN OF MAHONE BAY

**Figure 1:
Designated Land Use**

From Date: 16/05/25 To Date: YY/MM/DD Date Printed: 17/08/16	Sources: Digital Base Map Data from Service Nova Scotia and Municipal Relations Prepared by the Municipality of the District of Chester Coordinate System/Datum: UTM NAD83 CRS 2011 2011 Map Disclaimer: Information shown on these drawings is compiled from numerous sources and may not be complete or accurate. The Municipality of the District of Chester is not responsible for any errors, omissions or deficiencies in these drawings.
Status: Exists Project ID: N/A Classification #: N/A	Digital Folders and File Name: N/A

Actual Map Size: w 8.5" x h 11"



- Legend**
- Properties
 - ▭ Subject Property
- Zoning**
- Commercial
 - Institutional
 - Park
 - Residential
 - Restricted Commercial
 - Roads
 - Civics

Rev: Description: Date:

0	Property Located off Cara Lane	17/08/16
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TOWN OF MAHONE BAY

**Figure 2:
Zoning Map**

From Date: 16/05/25
To Date: YY/MM/DD
Date Printed: 17/08/16

Status: Exists
Project ID: N/A
Classification #: N/A

Digital Folders and File Name:
N/A

Sources:
Digital Base Map Data from Service Nova Scotia and Municipal Relations
Prepared by the Municipality of the District of Clonfert
Coordinate System/Datum: UTM NAD83 CSRS
ZONE 20N
Map Disclaimer:
Information shown on these drawings is compiled from numerous sources and may not be completely accurate. The Municipality of the District of Clonfert is not responsible for any errors, omissions or deficiencies in these drawings.

Actual Map Size: w 8.5" x h 11"

THIS FURTHER AMENDING DEVELOPMENT AGREEMENT made this day of , A.D. 2017
BETWEEN:

M.A.D.E FOR MAHONE BAY LIMITED, a body corporate having its head office in the
Village of Chester in the County of Lunenburg in the province of Nova Scotia, hereinafter called
the “DEVELOPER”

OF THE FIRST PART

-AND-

TOWN OF MAHONE BAY, a duly incorporated municipal body, hereinafter called the
“TOWN”

OF THE SECOND PART

-AND-

SCOTT W.R. YOUDEN AND CARA M. YOUDEN, both of Mahone Bay, in the County of
Lunenburg and Province of Nova Scotia, hereinafter called the “CONSENTORS”

WHEREAS the property described in Schedule “A” hereto being PID # 60374493 is currently subject to
a Development Agreement dated August 20th, 2013 as amended by an Amending Development
Agreement dated August 16th, 2016;

AND WHEREAS a further amendment has been requested by the DEVELOPER and Council of the
TOWN, by Resolution passed at a meeting on the ___th day of _____, 2017 consented to the request and
approved the execution of this Further Amending Development Agreement by the parties hereto;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the foregoing
recitals and for other goods and valuable consideration the parties hereto agree as follows:

1. The Amending Development Agreement dated August 16, 2016, filed under document #
1095227491 is hereby amended as follows:
 - (a) Section 8 is deleted in its entirety.
 - (b) Section 9 is deleted in its entirety and replaced with the following:
 - ‘9. **SANITARY SEWER**
The DEVELOPER undertakes to ensure that:
 - (a) the sewer lines required within the boundaries of Kinburn shall be
constructed to TOWN specifications adopted by Council and the TOWN is
not to accept title to these lines or to issue any occupancy permit for any
building on the property until the sewer line is so constructed, tested and
certified as required by the TOWN specifications, and an easement is
granted;
 - (b) any onsite plumbing and sewer infrastructure shall be constructed, operated
and maintained such that it remains acceptable to the TOWN for connection
to the TOWN sewer system, in compliance with the TOWN’s Sewer
Connection By-law, and the DEVELOPER shall indemnify and save
harmless the TOWN for any damages resulting from failure to construct,
operate and maintain said infrastructure.’;
 - (c) an agreement is in place between all property owners serviced by shared
infrastructure, including sewage pumps and laterals, setting out the terms of

operating and maintaining said infrastructure, and said agreement is registered against all such properties at the Registry of Deeds;

(d) easements are established and registered against all properties where sewer laterals or other infrastructure exist to ensure access to said infrastructure for maintenance by property owners.

2. Save as amended by this Further Amending Development Agreement, the Development Agreement dated August 20th, 2013 as amended by an Amending Development Agreement dated August 16, 2016 remains in full force and effect.

IN WITNESS WHEREOF the parties to this Agreement have hereunto set their hands and seals on the day and year first above written.

IN THE PRESENCE OF:

M.A.D.E. FOR MAHONE BAY LIMITED

Signature: _____

Per: _____

Print Name: _____

Witness

Print Name: **ROBERT G. YAUDEN**, President

Signature: _____

Per: _____

Print Name: _____

Witness

Print Name: **AUDREY J. YAUDEN**, Secretary

TOWN OF MAHONE BAY

Signature: _____

Per: _____

Print Name: _____

Witness

Print Name: **DAVID DEVENNE**, Mayor

Signature: _____

Per: _____

Print Name: _____

Witness

Print Name: **JAMES A. WENTZELL**, Clerk and CAO

CONSENTORS

Signature: _____

Per: _____

Print Name: _____

Witness

Print Name: **SCOTT W.R. YAUDEN**

Signature: _____

Per: _____

Print Name: _____

Witness

Print Name: **CARA M. YAUDEN**

PROVINCE OF NOVA SCOTIA

COUNTY OF LUNENBURG,

ON THIS this day of _____, A.D. 2017, 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 **TOWN OF MAHONE BAY**, one of the parties thereto, duly executed the same in h____ presence by affixing thereto its corporate seal identified by the signature of C. Joseph Feeney, its Mayor and James Wentzell, Municipal Clerk duly authorized officers in that regard.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA

COUNTY OF LUNENBURG,

ON THIS this day of _____, A.D. 2017, 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 **M.A.D.E. for Mahone Bay**, one of the parties thereto, duly executed the same in h____ presence by affixing thereto its corporate seal identified by the signature of _____ its _____ and _____, it _____ duly authorized officers in that regard.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

PROVINCE OF NOVA SCOTIA

COUNTY OF LUNENBURG,

ON THIS this day of _____, A.D. 2017, 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 **Scott W.R. Youden** and **Cara Youden**, two of the parties thereto, duly executed the same in h____ presence by affixing thereto its corporate seal identified by the signature of _____ its _____ and _____, it _____ duly authorized officers in that regard.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

SCHEDULE "A"
PROPERTY DESCRIPTION

Parcel Description: PID 60374493

Place Name: Kinburn Street, Mahone Bay

Municipality/County: Lunenburg County

Designation of Parcel on Plan: Property of Oceanus Marine Inc., Area = 1.40 acres

Title of Plan: Plan of Survey showing property of Oceanus Marine Inc., Kinburn Street, Town of Mahone Bay, Lunenburg County, Nova Scotia

Registration County: Lunenburg County

Registration Number of Plan: 87053766

Saving and Excepting Lots 1 & 2 as shown on registered plan no. 103365608 recorded in the Land Registration Office for Lunenburg County.

SUBJECT TO A DEVELOPMENT AGREEMENT AS DESCRIBED IN DOCUMENT NUMBER 103659737 RECORDED ON AUGUST 26, 2013.

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: LUNENBURG COUNTY

Registration Year: 2013

Plan or Document Number: 103365608

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan