



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: _____
Kari Fougere, Acting Director of Planning and Development

Date: May 8, 2025

Subject: File#25-04 Development Agreement Amendment: Upper Water Street, Windsor

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230.

RECOMMENDATION

Staff recommend that the PAC/HAC forward a positive recommendation by passing the following motion:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement which replaces the original development agreement on PID 45056363 on Upper Water Street, Windsor in a manner substantively the same as the draft set out in Attachment D of the report File #25-04 to the Planning and Heritage Advisory Committee report dated May 8, 2025, taking note that this development agreement will discharge and replace the development agreement recorded at the Land Registry Office on November 25, 2009, as document number 94794790.

...that PAC/HAC recommends that Council require that the development agreement amendment with Seastone Developments Limited 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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A completed application was received from Coady Sanford, Seastone Developments Ltd., on January 22, 2025. The application was to consider an amendment to the development agreement with Asset Management Ltd on PID 45056363, Upper Water Street to increase the number of residential units, unit design, exterior finishes, commercial uses permitted and update parking.

A development agreement with Asset Management Ltd. was approved by Council on November 25, 2009 and registered to the property. The development agreement permits a new mixed-use building, commercial on the ground floor with 4 residential units on the upper floors. Following approval by Council in 2009, no development has occurred and the lot remains vacant.

DISCUSSION

The subject lot PID 45056363 is a 9600 square feet parcel of land designated Town Centre within the Windsor Generalized Future Land Use Map (GFLUM) (Figure 1) and zoned Town Centre (TC) on Schedule A of the Windsor Land Use By-law (WLUB) (Figure 2). This parcel has frontage on Upper Water Street, Windsor.

Properties surrounding the subject lots are mostly designated Town Centre, Industrial and Community Use and zoned Town Centre, Light Industrial General and Open Space. Nearby properties consist of single unit residences, open space (Fort Edward National Historic Site) and commercial uses within downtown Windsor.

Proposal

The property owner has requested an amendment to the development agreement registered on the subject lot to increase the number of residential units, update unit design, update exterior finishes, add additional commercial uses permitted and update parking for the proposed mixed-use development. The subject lot was previous shown to be larger, but an updated legal survey showed the lot to be smaller and therefore the parking needs to be redesigned and the building footprint relocated to accommodate parking on site.

Under Section 15.1 and 15.2, the nature of these amendments to the development agreement are deemed to be substantive and therefore are subject to the provisions of Section 230 of the MGA. Given the number of amendments to the development agreement required to satisfy the requests from the applicant, it was recommended to redraft the development agreement and

discharge the previous one through that process. Attachment C contains the draft development agreement for the subject lot and the conditions under which the development may occur. Under 5.10 of the draft development agreement, the existing development agreement between the Town of Windsor and Asset Management Ltd. (2009) will be discharged effective on the date the new development agreement is registered.

The applicant proposed adding additional commercial uses as permitted uses on the ground floor of the development, including indoor fitness facilities and farm markets which are permitted uses in the underlying zone. Additionally, the draft development agreement also includes clubs and community organizations, licensed liquor establishments, and restaurants as they are also permitted in the underlying zone and increase the options for commercial uses in the building. The draft development agreement also permits up to six (6) dwelling units on the upper floors of the building, to a maximum of three (3) storeys. Permitted uses and development location are listed in Section 2.1, *Use*, and Section 2.2, *Development Location and Design*, of the draft development agreement.

The new building design removes individual balconies from the dwelling units, which results in a reduction to the available recreation space. The draft development agreement, however, requires that all undeveloped areas of the property be landscaped which may include grass, shrubs, trees or other appropriate vegetative cover. Additionally, Policy 7.4.3 (e) of the WMPS requires adequate recreational open space to either be available on site or in a nearby public park. This property is within walking distance (less than 400m or 5 mins) to Fort Edward National Historic Site, the Windsor Waterfront and Causeway Trail, Victoria Park, and a number of other parks and open spaces available to the public.

Under Section 2.5 surface parking shall be included and located on site at a rate of one (1) parking space per dwelling unit and one (1) parking space per 300 sq.ft. (27.87 sq.m.) of commercial floor area. Generally, a parking ratio of one (1) parking space per dwelling unit with additional spaces for commercial uses have been required in past development agreements. Given the walkability of this area, staff considered this parking ratio as adequate.

Section 2.10, *Hours of Operation*, of the draft development agreement limits the proposed development to operate between 6:00 a.m. and 9:00 p.m. daily. These hours of operation ensures that late-night disturbances to the residential portion of the development be minimized.

The property is serviced by Municipal water and sewer and the development will be required to be serviced and connected to the Municipal services in accordance with the Municipal Services Specifications Manual. The applicant will also be required, prior to the issuance of a development permit, provide a stormwater management plan that must satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm

water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties.

Under Section 4.1, development shall commence not later than forty-eight (48) months from the date the agreement is signed.

Development Agreement

A development agreement is a contract between an owner of land and the Municipality to allow Council to consider a use that is not a listed permitted use within a zone on a specific lot. The ability for Council to consider a development agreement must be stated in the Land Use By-law and the Municipal Planning Strategy must identify the kinds of uses Council may consider in each area. Uses which Council may consider are those which Council has determined may have sufficient impact on an area that a negotiated process is required to ensure the potential impact is minimized. In the Municipal Planning Strategy Council usually identifies both specific and general criteria which must be considered when making decisions regarding a development agreement amendment.

A proposal being considered must be measured against only the specific and general criteria for the proposal in the Municipal Planning Strategy and not any other criteria.

Windsor Land Use By-law

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

(f) new residential buildings with three or more units or an increase in the number of dwelling units in an existing residential building in the Town Centre zone in accordance with Section 7.4 of the Municipal Planning Strategy;

Windsor Municipal Planning Strategy

Policy 7.2.1 of the WMPS is the first enabling policy to be considered for this application. This policy provides Council with the ability to consider new main buildings in the Town Centre (TC) zone by development agreement subject to Policy 7.2.2. As the proposal is for a new main building, this policy is considered met.

Policy 7.2.2 of the WMPS provides Council with the criteria to review development proposals permitted to be considered by Policy 7.2.1. The full list of criteria is included in Attachment A. In summary, the proposal meets the criteria since:

- the proposed use is a permitted use in the Town Centre (TC) zone;
- the proposal incorporates windows and other elements in the street façade;
- an adequate amount of parking is included in the proposal; and

- the landscaped areas will be provided where possible.

Policy 7.4.2 of the WMPS is the second enabling policy to be considered for this application. This policy provides Council with the ability to consider the construction of a new residential buildings containing three or more dwelling units in the Town Centre (TC) zone by development agreement subject to Policy 7.4.3. As the proposal is for a new residential building containing three or more dwelling units, this policy is considered met.

Policy 7.4.3 of the WMPS provides Council with the criteria to review development proposals permitted to be considered by Policy 7.4.2. The full list of criteria is included in Attachment A. In summary, the proposal meets the criteria since:

- the architectural design and scale of the proposal is reasonably compatible with the surrounding area;
- the proposal is not included in the Architectural Control District;
- the proposal consists of commercial uses at the street level; and
- the Development Officer, Nova Scotia Department of Public Works and Municipal Traffic Authority have no concerns which have not been otherwise addressed in this report.

Policy 16.3.1 establishes the general criteria that must be considered for all development agreements applications. 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, Public Works Engineering Division, Nova Scotia Department of Public Works and Municipal Traffic Authority have no concerns which have not been addressed in this report.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

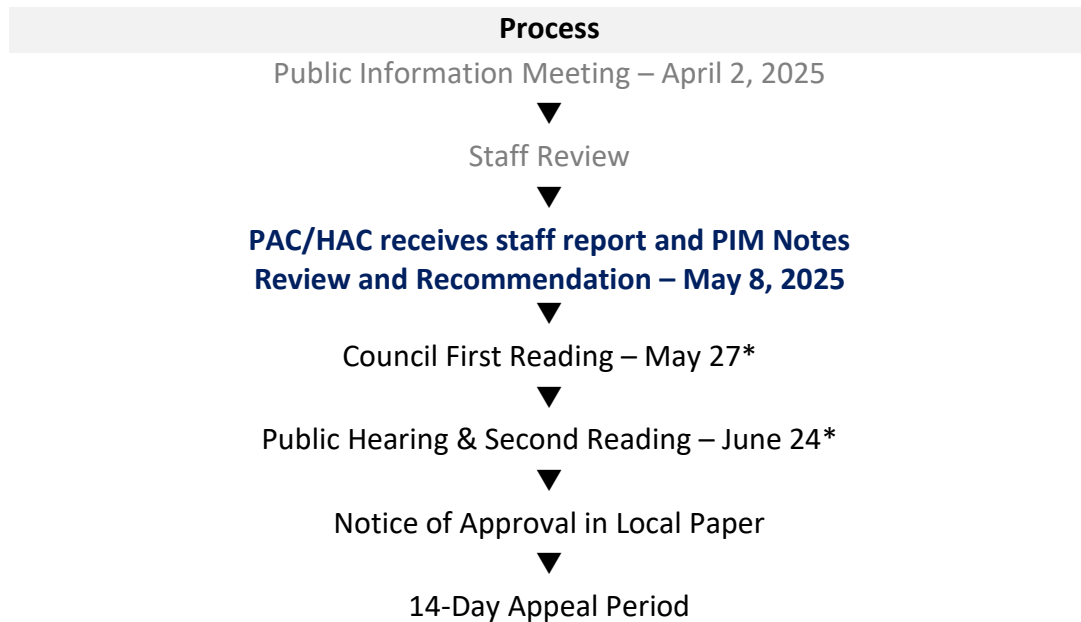
The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) highlights two simulated flooding scenarios. The first scenario is based on a storm surge that occurred in 1997, which shows the expected damage is to occur along the coastline. The second scenario shows the simulated flooding extent for probable maximum flood due to climate change. Under this scenario most of the community of Windsor will experience extensive flooding, however the subject lot remains outside of this extent.

The development agreement will require the developer to provide information to the Public Works Engineering Division to ensure that storm water discharge will balance pre- and post-

construction flows to ensure there is no negative impact on downstream properties. This will be required at the permitting stage of development.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of both the specific and general policies of the WMPS and is consistent with the intent, objectives, policies and criteria of the WMPS. As a result, it is reasonable to enter into an development agreement to allow a mixed-use commercial and residential building on PID 45056363, Upper Water Street, Windsor.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

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

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction, such as requesting further information on a specific topic.

ATTACHMENTS

- Figure 1 Windsor GFLUM Extract
- Figure 2 Windsor Zoning Map Extract
- Attachment A Specific Criteria for a Development Agreement
- Attachment B General Criteria for a Development Agreement
- Attachment C Public Information Meeting Notes
- Attachment D Draft Development Agreement
- Attachment E Existing Development Agreement for PID 45056363

Report Prepared by: _____
Kari Fougere, Acting Director of Planning and Development

Report Reviewed by: _____
Alex Dunphy, Senior Planner

Figure 1 – Windsor GFLUM Extract

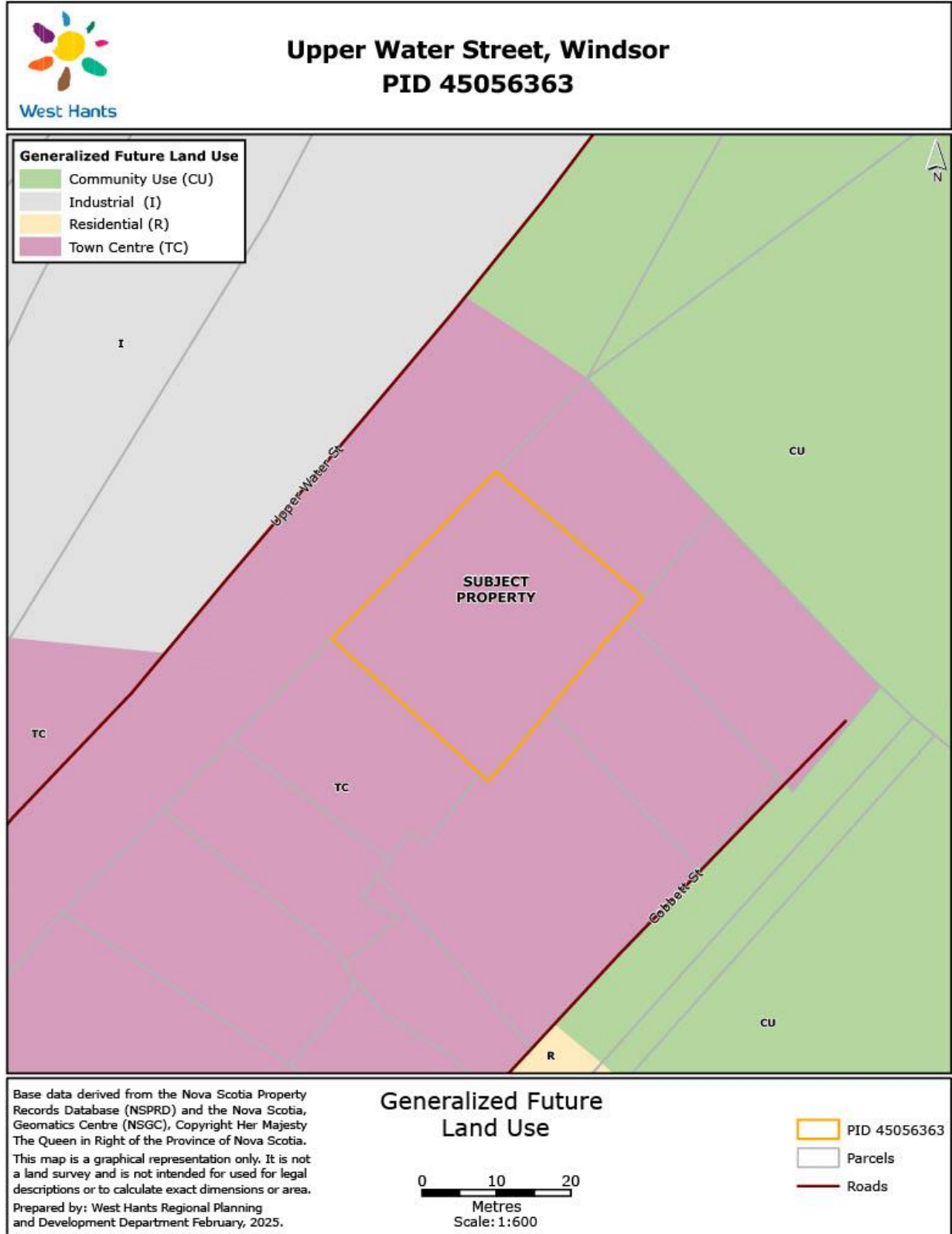
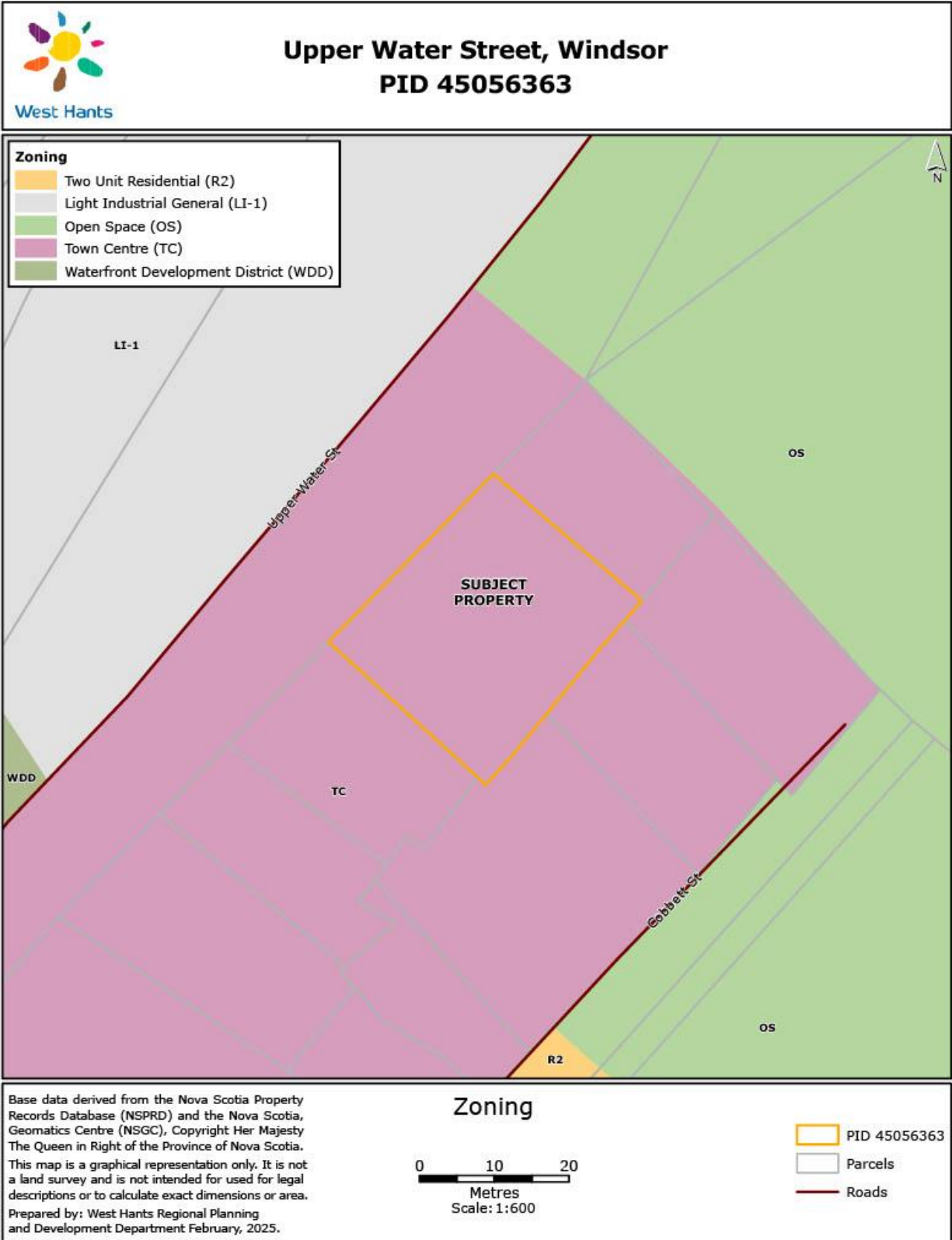


Figure 2 – Windsor Zoning Map



Attachment A

Specific Criteria for Development Agreement

Policy 7.2.1 It shall be the policy of Council that the following categories of development proposals in the Town Centre zone will be considered by development agreement subject to Policy 7.2.2:

CRITERIA	COMMENT
<i>(a) new main buildings;</i>	The proposal is to develop a new main building on the vacant property.
<i>(b) additions in excess of 1,000 ft² (92.9 m²) in floor area to the front façade of an existing building; or</i>	N/A
<i>(c) where the development will be located on a parcel of land exceeding one acre (0.4 hectare) in size;</i>	N/A
<i>(d) ground signs.</i>	N/A

Policy 7.2.2 It shall be the policy of Council that the review of development proposals under Policy 7.2.1 will have due regard to the following conditions:

CRITERIA	COMMENT
<i>(a) the proposed use is a permitted use in the Town Centre zone;</i>	The proposed use is a permitted use in the Town Centre (TC) zone.
<i>(b) the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual;</i>	The subject lot is not within an Architectural Control District.
<i>(c) the building design incorporates windows and other elements in the street level façade to avoid the appearance of solid blank walls;</i>	The proposal includes a variety of windows at the ground level and the main entrance to the commercial portion of the development is on the ground level.
<i>(d) adequate provision is made for parking or Policy 4.11.3 is applied;</i>	The proposed development agreement requires one (1) parking stall per dwelling unit and one (1) parking stall per 300 sq.ft. of commercial floor area. The Development Officer stated no concerns with the amount of parking proposed.
<i>(e) where possible, landscaping and pedestrian areas, such as courtyards, are provided;</i>	The proposed development will be required to landscape all undeveloped areas of the

	property which may include grass, shrubs, trees or other appropriate vegetative cover. Also see Policy 7.4.3 (e) below.
<i>(f) any other matter which may be addressed in a development agreement;</i>	All relevant matters have been addressed in this report.
<i>and (g) the provisions of Policy 16.3.1.</i>	See below.

Policy 7.4.2 To provide more control over new residential development and increases in the number of dwelling units in existing residential buildings, and recognizing that most existing lots and buildings cannot conform to current standards, it shall be the policy of Council that the following types of residential development shall be considered in the Town Centre zone by development agreement subject to Policy 7.4.3:

CRITERIA	COMMENT
<i>(a) the construction of a new residential building containing three or more dwelling units; and</i>	The proposal is for a new mixed use residential building containing up to 6 dwelling units, so it may be considered under this policy.
<i>(b) an increase in the number of dwelling units in an existing residential building.</i>	N/A

Policy 7.4.3 In considering development agreements specified under Policy 7.4.2, it shall be the policy of Council to have due regard to the following conditions:

CRITERIA	COMMENT
<i>(a) the architectural design and scale of the proposed development is compatible with the surrounding area and is reasonably consistent with the provisions of the Architectural Design Manual;</i>	The property is located outside of the Architectural Control District. The proposed design of the building is compatible with the surrounding area in terms of scale (i.e., height and density) and design.
<i>(b) where the development involves the construction of a new residential building, commercial space shall be included at the street level, except in cases where commercial space is not appropriate because</i>	The proposed development consists of commercial uses on the ground floor and residential units above.

<i>the development is proposed for a fringe area of the Town Centre which is still predominantly residential;</i>	
<i>(c) the location of the proposed development does not compromise the commercial integrity of the area or restrict existing commercial development patterns;</i>	The proposed development includes commercial uses on the ground floor of the subject lot which maintains the commercial nature of the area.
<i>(d) adequate provision is made for parking and for access to and from the site;</i>	The proposed development agreement requires one (1) parking stall per dwelling unit and one (1) parking stall per 300 sq.ft. of commercial floor area. The Development Officer stated no concerns with the amount of parking proposed. The Municipal Traffic Authority and Nova Scotia Department of Public Works stated no concerns with access to and from the site onto Upper Water Street.
<i>(e) adequate recreational open space is available either on site or in nearby public parks;</i>	The proposed development will be required to landscape all undeveloped areas of the property which may include grass, shrubs, trees or other appropriate vegetative cover. Additionally, this property is within walking distance (less than 400m or 5 mins) to Fort Edward National Historic Site, the Windsor Waterfront and Causeway Trail, Victoria Park, and a number of other parks and open spaces are within close proximity to the subject lot.
<i>(f) any other matter which may be addressed in a development agreement; and</i>	All relevant matters have been addressed in this report.
<i>(g) the provisions of Policy 16.3.1.</i>	See below.

Attachment B
General Criteria for Development Agreement

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

CRITERIA	COMMENT
<i>(a) whether the proposal is considered premature or inappropriate in terms of:</i>	
<i>(i) the adequacy of sewer and water services;</i>	In response to an inquiry, the Municipal Project Engineer stated that “The subject lot has access to municipal water and sewer services. The Owner will be responsible for any connection fees associated with the services. We do not have any concerns regarding the capacity of municipal services for the proposed increase in residential use on the subject lot.”
<i>(ii) the adequacy of school facilities;</i>	No response was received from an inquiry forwarded to the Annapolis Valley regional Centre for Education. The draft development agreement permits up to 6 residential units resulting in a small population which would likely have minimal impact on local school facilities.
<i>(iii) the adequacy of fire protection;</i>	In response to an inquiry, the Manager of Building and Fire Inspection Services stated that they have no issues with these changes to this property regarding fire protection. Further, the District 4 Fire Chief stated they have no concerns about the adequacy of fire protection for this development.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	In response to an inquiry, the Municipal Traffic Authority stated no concerns regarding the adequacy of road networks and access to the site from Upper Water Street.

	<p>Upper Water Street terminates at the Highway 101 Exit 6 interchange, just beyond the subject property. Given the ownership of the road where it terminates at the interchange being partially from the Province, the application was referred to the Nova Scotia Department of Public Works. The Area Manager of the Nova Scotia Department of Public Works commented that they have no concerns regarding traffic generation or safety, that the subject lot has safe roadway access and that they have no concerns regarding the road networks adjacent to and leading to the lot or the suitability with aspects relating to the movement of auto and pedestrian traffic.</p>
<p><i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i></p>	<p>There are no anticipated costs to the Municipality regarding this development.</p>
<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>In response to an inquiry, the Municipal Traffic Authority and the Nova Scotia Department of Public Works has no concerns regarding movement suitability on the subject lot.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>In response to an inquiry, the Development Officer stated no concerns with the adequacy of the dimensions and shape of the lot for the proposed development.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The proposal matches the intent of the Town Centre designation as it includes a mix of commercial and higher density residential development. In response to an inquiry, the Development Officer stated no concerns with pattern of development which the proposal might create.</p>
<p><i>(e) the suitability of the area in terms of steepness of grade, soil and geological</i></p>	<p>The site appears to be relatively flat with properties to the east and southeast of the site being of higher elevation. Properties to</p>

<p><i>conditions, location of water courses, wetlands, and susceptibility of flooding;</i></p>	<p>the west appear to be of lower elevation. There are no watercourses or wetlands located on the property. No concerns were recorded during the site visit.</p>
<p><i>(f) whether the proposal meets the requirements of the appropriate provincial or federal agencies as well as whether it conforms to all other relevant municipal by-laws and regulations; and</i></p>	<p>All Municipal, Provincial, and Federal regulations will have to be met.</p>
<p><i>(g) any other matter required by relevant policies of this Strategy.</i></p>	<p>All relevant matters have been addressed in this report.</p>

Attachment C – Public Information Meeting Notes

April 2, 2025

Development Agreement Amendment: PID 45056363 Upper Water Street, Windsor; File # 25-04

Meeting date and time	A Public Information Meeting was held on April 2, 2025 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal YouTube Channel.
Attending	In attendance for the meeting: One (1) Chair: <ul style="list-style-type: none">• Councillor Jim Ivey Four (4) members of staff: <ul style="list-style-type: none">• Acting Director Fougere• Senior Planner Dunphy• Planner Hong• Planning Assistant Lake Approximately 16 members of the public.
Applicant Coady Sandford Property PID 45056363, Upper Water Street, Windsor	Acting Director Fougere outlined the application’s proposal to amend the existing development agreement.
Comments	Comments from the public could be submitted by mail, e-mail and telephone between April 2-16, 2025. Staff did not receive any phone calls or written submissions during the comment period. There were no members of the public spoke during the Public Information Meeting.
Adjournment	The Public Information Meeting was adjourned at approximately 6:45 p.m.

Attachment D -Draft Development Agreement

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 20XX.

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 -

SEASTONE DEVELOPMENT LTD., a body corporate, with a head office at 7166 Oakleigh Avenue, Halifax, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located at Upper Water Street, Windsor (PID 45056363) hereinafter referred to as the “Property”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Town Centre on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (the “Municipal Planning Strategy”) and zoned Town Centre (TC) on the Zoning Map of the Windsor Land Use By-law (the “Land Use By-law”);

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to six (6) residential units and commercial space on the ground floor of the building on the Property (the “Development”);

WHEREAS Policy 7.2.1 of the Municipal Planning Strategy and Section 6.1 (e) of the Land Use By-law enable Council to consider entering into a development agreement to allow new main

buildings in the Town Centre (TC) zone, and Policy 7.4.2 of the Municipal Planning Strategy and Section 6.1 (f) of the Land Use By-law enable Council to consider entering into a development agreement to allow new multiple unit residential development containing more than three units;

WHEREAS the Council of the Municipality, at a meeting held on **Month Day, 20XX** approved this request and adopted this Agreement by policy, subject to the execution of this development agreement by the parties hereto and the other conditions herein; and

WHEREAS this Agreement replaces a prior development agreement for the Property.

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 Bylaw, except those as defined as follows:

- (a) “Commencement” means the date the Owner begins Active Construction on the additions and changes to the apartment building relative to its pre-existing state pursuant to this Agreement as permitted by an issued development and building permit; and
- (b) “Commercial Floor Area” means the total useable floor area within a building used for commercial purposes but excludes washrooms, utility and mechanical rooms, storage rooms and common hallways between stores.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

- (a) *Municipal Planning Strategy* means the Windsor Municipal Planning Strategy effective on September 21, 2005, as amended, or successor By-laws;
- (b) *Land Use By-law* means the Windsor Land Use By-law, effective on September 21, 2005, as amended, or successor By-laws;

- (c) *Subdivision By-law* means the Windsor Subdivision By-law, approved on March 21, 2012, as amended, or successor By-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
- (i) those uses permitted by the underlying zoning in the Land Use By-law; and
 - (ii) a mixed-use building with a maximum of three (3) storeys and a maximum of six (6) dwelling units located on the upper floors of the building.
 - (iii) commercial uses limited to the ground floor, which shall be limited to the following:
 - Arts and craft studios including photography;
 - Entertainment, recreation and assembly uses within a wholly enclosed building;
 - Banks and financial institutions;
 - Clubs and community organizations;
 - Licensed liquor established;
 - Museums, art galleries and libraries;
 - Offices;
 - Repair and rental establishments;
 - Restaurants;
 - Retail stores;
 - Service and personal service shops; and
 - Farm markets.
- (iiii) surface parking for the uses within the building.

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

2.2 Development Location and Design

- (a) The Development location and design shall be generally consistent with the Site Plan shown in Schedule B.
- (b) The Development Officer may approve in writing minor changes to the location of the building or other aspects of the Site Plan.

2.3 Site Requirements

- (a) The Building shown on the Site Plan in Schedule B shall be limited to a maximum of 6 dwelling units and commercial uses on the ground floor and shall conform to the following requirements:

Minimum Front Yard	0 ft. (0 m.)
Minimum Rear Yard	20 ft. (6.10 m.)
Minimum Side Yard	7 ft. (2.13 m.)
Maximum Storey of Main Building	3 storeys
Maximum Building Height	35 ft (10.67 m.)
Maximum Height of Accessory Building	15 ft (4.57 m.)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures* provided that the DO approves a non-substantive amendment to the Site Plan.
- (c) The Owner shall keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

2.4 Access and Egress

- (a) The Owner shall develop, construct, and maintain the driveways in the Development in general conformance with the driveways shown on Schedule B.
- (b) The driveways shown on Schedule B shall be paved with a minimum paved surface width of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated.
- (c) no development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods to an extent that a loading space would be required.

2.5 Parking

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) The Owner shall provide a minimum of one (1) parking space per dwelling unit on the Property and a minimum of one (1) parking space for every 300 sq. ft (27.87 sq. m.) of commercial floor area dedicated to commercial uses on the Property.
- (c) Outside parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owner. They may be constructed using permeable construction materials to assist with stormwater retention.

- (d) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and maneuvering aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m.) wide.
- (e) The number of parking spaces may be varied in writing by the Development Officer in accordance with Section 2.13, Variance, of this Agreement.

2.6 Fire Safety

- (a) No development permit shall be issued until the location and connection design of any fire hydrant(s) to the municipal water supply has been approved by the water utility, in consultation with the district Fire Chief.
- (b) All curbs shall be designed to be mountable by emergency services vehicles.
- (c) All access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.7 Site Drainage

- (a) No development permit shall be issued until the Owner provides to the Development Officer a stormwater management plan (Plan) in accordance with the WHRM Municipal Service Systems Specifications Manual. The Plan must satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties. Following construction, if the Municipal Engineer determines that the pre-and post-construction flows have not been sufficiently balanced through the implementation of the Plan (or for any other performance issues related to the implementation of the Plan), the Owner shall undertake such remediation as the Municipal Engineer may reasonably require. The Owner will be responsible for future adherence to the Plan, including ongoing maintenance of the stormwater management features included in the Plan. Nothing in this development agreement relieves the Owner or their stormwater engineer from any liability they would otherwise have to owners or occupants of other properties for post-construction stormwater flows, and neither the Municipality or the Municipal Engineer is liable in any way for acceptance of stormwater management plans stamped by a professional engineer accredited with Engineers Nova Scotia.

2.8 Servicing

(a) Waste Collection

- (i) No Municipal garbage collection will be provided to the Development. The Owner shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.
- (ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from or cause a nuisance to nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m.) to an abutting property.

(b) Water and Sewer Services

- (i) The Building shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.
- (ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property, except the Municipal owned infrastructure within the Municipal easement as shown on the Site Plan in Schedule B.

(c) Snow Plowing

The Owner shall have sole responsibility for snow plowing within the Development.

2.9 Maintenance

- (a) The Owner 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 Owner shall maintain the driveway to a standard adequate to allow for access by emergency services vehicles.

2.10 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 control 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.

2.11 Hours of Operation

The hours of operation for the commercial uses within this Development shall be limited to between 6:00 a.m. and 9:00 p.m. daily, inclusive.

2.12 Variance

In accordance with Section 5.48 of the Land Use By-law, *Variance*, the Development Officer may grant a variance for one or more of the following requirements subject to the requirements of the *Municipal Government Act*:

- (a) minimum required yard dimensions except side yard requirements as required in Section 2.2 (c) of this Agreement;
- (b) number of parking spaces required; and
- (c) height and area of a sign.

2.13 Subdivision

No alterations to the lot configuration are permitted except those required by the Municipality for the purpose of creating or expanding open space within the Property or those required by the road authority for the purpose of creating or expanding a public street over the Property.

2.14 Maintenance

- (a) The Owner 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 Owner shall maintain the driveway to a level adequate to allow for access by emergency services vehicles.

PART 3 CHANGES AND DISCHARGE

3.1 The Owner 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 approved in writing by the Development Officer

without a public hearing, in accordance with Section 230 of the *Municipal Government Act*, provided that the Development Officer determines that the changes do not significantly alter the intended effect 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*;
- (b) the number of units permitted within the mixed-use building on the Property as listed in Section 2.1, *Use*;
- (c) maximum building height as listed in Section 2.2, *Development Location and Design*;

3.5 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by the Chief Administrative Officer in accordance with Section 229 of the *Municipal Government Act*.

3.6 Notice of Intent to Discharge this Agreement may be given by the Municipality to the Owner 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 Owner, 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 Owner, provided the use of the Property is in accordance with the applicable Land Use By-law or a new agreement has been entered into.

3.7 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 Owner 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 forty-eight (48) 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's Chief Administrative Officer 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 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 Owner shall provide record drawings to the Development Officer for any portion of the Development for which an engineered design is required within ten (10) days of completion of any work which requires the engineered design.
- (b) The Owner shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

- (a) Nothing in this Agreement shall exempt the Owner 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-laws to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the masculine gender shall include the feminine and neutral gender.
- (b) Where the written text of this Agreement conflicts with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.
- (c) References to particular sections of statutes and by-laws shall be deemed to be references to any successor legislation and by-laws even if the content has been amended, unless the context otherwise requires.

5.4 Municipal Responsibility

- (a) The Municipality does not make any representations to the Owner about the suitability of the Property for the Development proposed by this Agreement. The Owner assumes 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 Owner in writing. In the event that the Owner has 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 Owner 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 Owner 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 Owner personally or by ordinary mail which shall be deemed to have been received within three (3) business days of mailing, addressed to Seastone Developments LTF, 7133 Oakleigh Avenue, Halifax, Nova Scotia, B3L 2L1 or at any other address provided by the Owner.
- (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.

5.10 Full Agreement

This agreement replaces and discharges the development agreement dated December 24, 2009 between the Town of Windsor and Asset Management Ltd. recorded at the Hants County Land Registration Office, Nova Scotia on November 25, 2009 as document #94794790 such that the sole development agreement applicable to the lands described in Schedule A attached hereto is this agreement.

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

)

)

)

) **SEASTONE DEVELOPMENTS LIMITED**

)

)

Per: _____

Witness

) Coady Sanford, Director

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 20**25**, 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 **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. 20**XX**, 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, **Coady Sanford**, 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 _____, 20XX
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

Deanna Snair, Clerk

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Name, Nova Scotia, make oath and say that:

1. I Coady Sanford of **SEASTONE DEVELOPMENTS LIMITED** the “Corporation”.
Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.

2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment 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 ss.79 and 83 of the Land Registration Act as the case may be.

3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.

4. The Corporation is a resident of Canada under the Income Tax Act (Canada).

5. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this _____, 2025
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

Coady Sanford, Director

Schedule A
Legal Description

PID 45056363

Parcel Description

All that lot of land and premises situate on Water Street, in the Town of Windsor, Nova Scotia, described as follows:

Commencing at the northwest corner of lands belonging to Eleazer Ells,

Thence running north easterly 107 feet more or less to lands of H. Percy Scott,

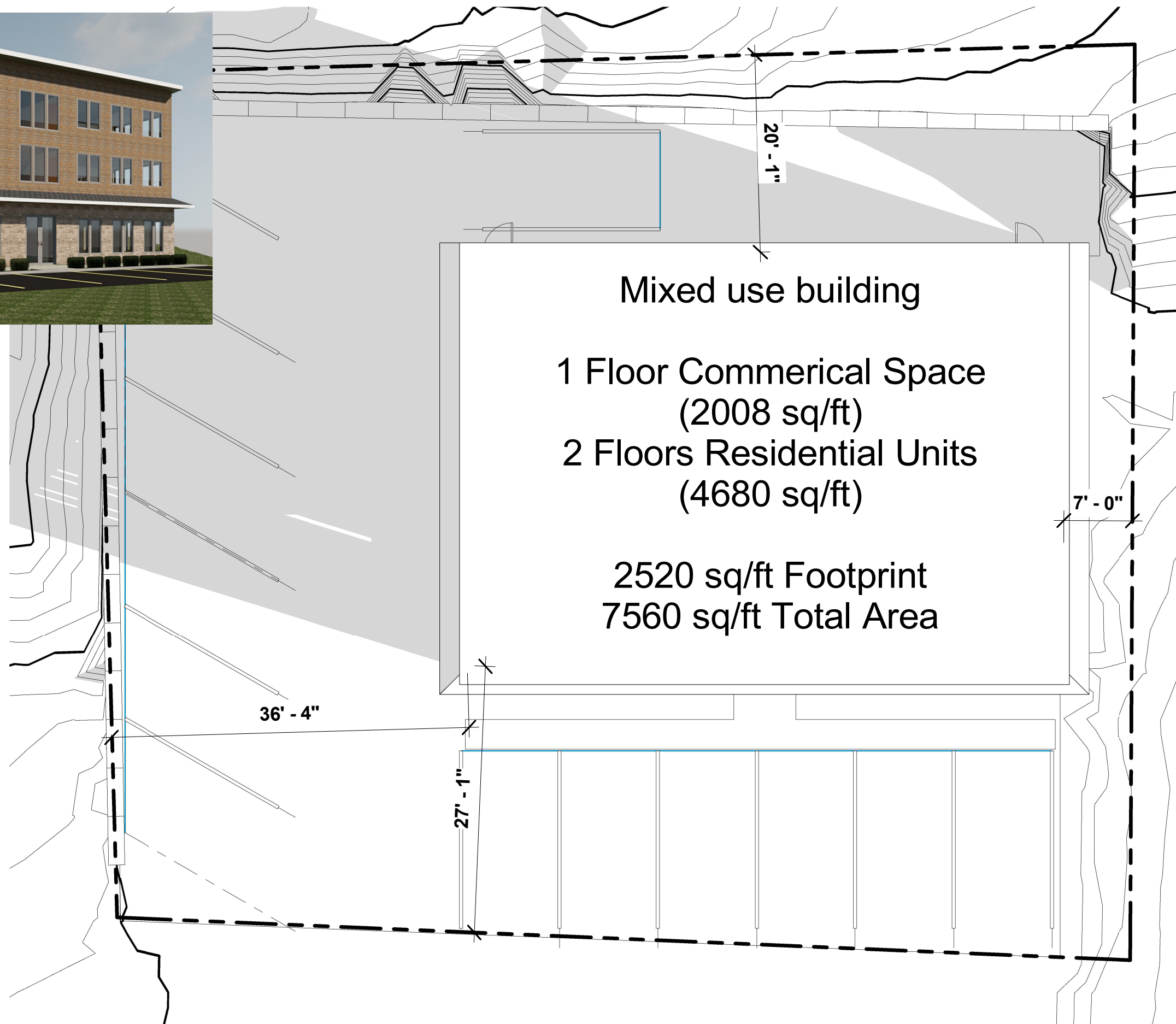
Thence running southeasterly along said lands of the said H. Percy Scott, 96 feet more or less to lands now or formerly owned by Horace Greeno,

Thence running southwesterly 107 feet more or less to lands formerly owned by George Pellow,

Thence running northwesterly and along the lands of George Pellow, and lands of said Eleazer Ells 96 feet more or less to the place of beginning.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel

**Schedule B
Site Plan**



Mixed use building

1 Floor Commercial Space
(2008 sq/ft)
2 Floors Residential Units
(4680 sq/ft)

2520 sq/ft Footprint
7560 sq/ft Total Area

36' - 4"

27' - 1"

20' - 1"

7' - 0"

① Grade
3/32" = 1'-0"

NOTES:

- THESE SPECIFICATIONS APPLY TO HOMEOWNERS WHO ARE ACTING AS CONTRACTORS (AS WELL AS GENERAL CONTRACTORS AND SUB-TRADES)
- ALL CONTRACTORS MUST COMPLY WITH ALL CODES AND BYLAWS HAVING JURISDICTION
- PRIOR TO CONSTRUCTION IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THEIR SUB-TRADES TO CHECK & VERIFY ALL DIMENSIONS, DETAILS AND/OR EXISTING CONDITIONS ON SITE AND REPORT ANY DISCREPANCIES, ERRORS, OMISSIONS.
- SOME ITEMS ARE SPECIFIED GENERALLY ON THE DRAWINGS SUCH AS BUT NOT LIMITED TO STUCCO, SIDING, ROOFING, WINDOWS, DOORS, BUILDING WRAPS ETC. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THEIR SUB-TRADES TO INSTALL SUCH ITEMS CORRECTLY TO MANUFACTURERS SPECIFICATIONS & APPLICABLE NBC REQUIREMENTS
- DO NOT SCALE DRAWINGS
- TRUSS & FLOOR MANUFACTURERS TO PROVIDE THE BUILDING OFFICIAL WITH ALL NECESSARY LAYOUTS FOR PERMIT APPLICATION & CONSTRUCTION
- TRUSS MANUFACTURERS TO VERIFY FASCIA & SOFFITS HAVE ADEQUATE CLEARANCES OVER TOP OF WINDOWS & DOORS
- TRUSS MANUFACTURERS TO VERIFY ALL POINT LOAD LOCATIONS AND LINTEL SIZES
- ALL WINDOW R.O. TO BE SUPPLIED BY THE MANUFACTURER
- ALL WINDOW AND DOOR SIZES, STYLES & DETAILS TO BE VERIFIED WITH CUSTOMER, GENERAL CONTRACTOR & WINDOW SUPPLIER PRIOR TO ORDERING
- KITCHEN & BATHROOM LAYOUTS ARE TO BE CONFIRMED BY MANUFACTURER DURING CONSTRUCTION
- EXCAVATION OF ANY PROPOSED STRUCTURE WITHIN 8'-0" OF NEIGHBORING STRUCTURES MUST BE P.ENG. APPROVED
- ALL P.ENG. BEAMS & CONNECTIONS TO BE PROVIDED TO INSPECTOR @ TIME OF INSPECTION (if required)

2		
1		
No.		

REVISIONS

PROJECT:

RS DESIGNS
WINDSOR LOT
LOT - PID: 45056363
SEASTONE DEVELOPMENTS

DRAWING:

SCALE: AS NOTED
DRAWN By: R.S.
DATE: 25/01/01

SHEET No.
A0



① South
1" = 10'-0"



② East
1" = 10'-0"



③ North
1" = 10'-0"



④ West
1" = 10'-0"

NOTES:

- THESE SPECIFICATIONS APPLY TO HOMEOWNERS WHO ARE ACTING AS CONTRACTORS (AS WELL AS GENERAL CONTRACTORS AND SUB-TRADES)
- ALL CONTRACTORS MUST COMPLY WITH ALL CODES AND BYLAWS HAVING JURISDICTION
- PRIOR TO CONSTRUCTION IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THEIR SUB-TRADES TO CHECK & VERIFY ALL DIMENSIONS, DETAILS AND/OR EXISTING CONDITIONS ON SITE AND REPORT ANY DISCREPANCIES, ERRORS, OMISSIONS.
- SOME ITEMS ARE SPECIFIED GENERICALLY ON THE DRAWINGS SUCH AS BUT NOT LIMITED TO STUCCO, SIDING, ROOFING, WINDOWS, DOORS, BUILDING WRAPS ETC. IT IS THE RESPONSIBILITY OF THE CONTRACTOR AND/OR THEIR SUB-TRADES TO INSTALL SUCH ITEMS CORRECTLY TO MANUFACTURERS' SPECIFICATIONS & APPLICABLE NBC REQUIREMENTS
- DO NOT SCALE DRAWINGS
- TRUSS & FLOOR MANUFACTURERS TO PROVIDE THE BUILDING OFFICIAL WITH ALL NECESSARY LAYOUTS FOR PERMIT APPLICATION & CONSTRUCTION
- TRUSS MANUFACTURERS TO VERIFY ALL PORT LOAD LOCATIONS AND CLEARANCES OVER TOP OF WINDOWS & DOORS
- TRUSS MANUFACTURERS TO VERIFY ALL POINT LOAD LOCATIONS AND LINTEL SIZES
- ALL WINDOW AND DOOR SIZES, STYLES & DETAILS TO BE VERIFIED WITH CUSTOMER, GENERAL CONTRACTOR & WINDOW SUPPLIER PRIOR TO ORDERING
- KITCHEN & BATHROOM LAYOUTS ARE TO BE CONFIRMED BY MANUFACTURER DURING CONSTRUCTION
- EXCAVATION OF ANY PROPOSED STRUCTURE WITHIN 8'-0" OF NEIGHBORING STRUCTURES MUST BE P.E.N.G. APPROVED
- ALL P.E.N.G. BEAMS & CONNECTIONS TO BE PROVIDED TO INSPECTOR @ TIME OF INSPECTION (if required)

2		
1		
No.		

REVISIONS

PROJECT:

RS DESIGNS
WINDSOR LOT
LOT - PID: 45056363
SEASTONE DEVELOPMENTS

DRAWING:

SCALE:	AS NOTED	SHEET No.
DRAWN By:	R.S.	A4
DATE:	25/01/01	

Attachment E -Existing Development Agreement for PID 45056363

Form 24

Purpose: to change the registered interest, benefits or burdens

(Instrument code: 450)

(If change(s) requested relate(s) to one or more of the following and no other interests are being added or removed on this form: manner of tenure, description of manner of tenure, non-resident status, parcel access or NSFLB occupant. Note: This form cannot be used to correct an error in a parcel register).

(Instrument code: 451)

(Change to existing servient or dominant tenement PID number in a parcel register as a result of subdivision or consolidation. Note: This form cannot be used to correct an error in a parcel register)

Registration district: Hants Co.

Submitter's user number: 1606

Submitter's name: Barry J. Alexander

In the matter of Parcel Identification Number (PID)

PID 45056363	
PID	

(Expand box for additional PIDs, maximum 9 PIDs per form)

Power of attorney *(Note: completion of this section is mandatory)*

No power of attorney applies to this document

This form is submitted to make the changes to the registered interests, or benefits or burdens, and other related information, in the above-noted parcel register(s), as set out below.

For Office Use

HANTS COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered as shown here.
Tina Landzaat, Registrar

94794790 (LR) ROD

Document #
NOV 25 2009 14.35

MM DD YYYY Time

The following burdens are to be added and/or removed in the parcel register(s):

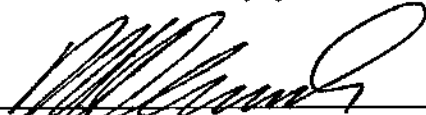
(Note: An amending PDCA is required if the changes being made to the burden section are not currently reflected in the description in the parcel register).

Instrument type	Development Agreement
Interest holder and type to be removed (if applicable)	n/a
Interest holder and type to be added (if applicable) Note: include qualifier (e.g., estate of, executor, trustee, personal representative) (if applicable)	Town of Windsor, Party To Agreement (burden)
Mailing address of interest holder to be added (if applicable)	100 King Street, PO Box 158, Windsor, NS B0N 2T0
Reference to related instrument in names-based roll/parcel register (if applicable)	n/a
Reason for removal of interest (for use only when interest is being removed by operation of law) Instrument code: 443	n/a

Certificate of Legal Effect:

I certify that, in my professional opinion, it is appropriate to make the changes to the parcel register(s) as instructed on this form.

DATED this 24 day of November, 2009 at Windsor, in the County of Hants, Province of Nova Scotia



Barry J. Alexander
Signature of authorized lawyer
Name Barry J. Alexander
Address 99 Water Street - PO Box 280
Phone (902) 798-5734
Email: balexander@algvip.com
Fax: (902) 798-5739

- This document also affects non-land registration parcels. The original will be registered under the Registry Act and a certified true copy for recording under the Land Registration Act is attached.

May 4, 2009

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 24 day of November 2009.

BETWEEN:

THE TOWN OF WINDSOR, a body corporate pursuant to the *Municipal Government Act*, having its chief place of business at 100 King Street, Windsor, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the "Town")

OF THE FIRST PART

- and -

ASSET MANAGEMENT LTD., a body corporate, with head office at Bedford, in the County of Halifax and Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a 9,600 sq. ft. lot of land located on Upper Water Street, Windsor (PID 45056363), hereinafter referred to as the "Property", which lands are more particularly described in Schedule "A" attached hereto;

AND WHEREAS the Owner has requested that the Town enter into a development agreement to allow a mixed use development consisting of commercial space in addition to residential units pursuant to Policies 7.2.1, 7.2.2, 7.4.2, and 7.4.3 of the *Windsor Municipal Planning Strategy*;

AND WHEREAS the Council of the Town, at a meeting held on May 26th, 2009, approved this request and adopted this Development Agreement by policy;

AND WHEREAS the following Schedules shall be attached to this agreement and form a part of this agreement;

- (i) Schedule A – Legal Description;
- (ii) Schedule B – Site Plan;
- (iii) Schedule C – Building Elevations;

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

1.0 GENERAL REQUIREMENTS AND ADMINISTRATION

- 1.1 The Owner agrees that the Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

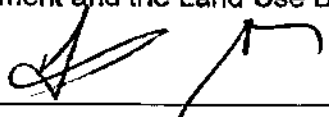


- 1.2 Except as otherwise provided for herein, the development and use of the Property shall comply with the requirements of the Town of Windsor Land Use By-law (the "Land Use By-law"), as may be amended from time to time.
- 1.3 Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any by-law of the Town applicable to the Property (other than the Land Use By-law to the extent varied by this Agreement) or any statute or regulation of the Province of Nova Scotia, and the Owner agrees to observe and comply with all such laws, by-laws and regulations in connection with the development and use of the Property.
- 1.4 Where the provisions of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the 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.
- 1.5 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.

2.0 USE OF LAND AND BUILDINGS

- 2.1 The uses permitted on the Property shall be limited to:
- (a) commercial uses located on the ground floor which shall be limited to:
 - (i) arts and crafts studios including photography;
 - (ii) banks and financial institutions;
 - (iii) museums, art galleries and libraries;
 - (iv) offices;
 - (v) repair and rental establishments;
 - (vi) retail stores;
 - (vii) personal service shops;
 - (b) a maximum of four (4) dwelling units located on the upper floors of the building.
- 2.2 The total area devoted to commercial use on the Property shall not exceed 3,000 sq. ft. gross floor area.
- 2.3 Notwithstanding clause 2.1 (a), the Development Officer may approve the use of the ground floor units for residential use provided:
- (a) no more than two dwelling units shall be permitted on the ground floor;
 - (b) all requirements for parking as set out in clause 7.0 of this Agreement are met; and
 - (c) all Building Code and other construction requirements are met.
- 2.4 No other uses are permitted on the Property.

3.0 BUILDING EXPANSION AND RENOVATION

- 3.1 Nothing in this agreement shall prevent the carrying out of renovations or the construction of additions to the buildings on the property, provided such construction does not result in an increase in the commercial floor area in excess of the limit specified in Clause 2.2 herein, and provided all other requirements of this agreement and the Land Use By-law, as amended from time to time, are met.
- 

4.0 LOCATION OF MAIN BUILDING

- 4.1 The main building shall be located on the Property in conformity with the Site Plan attached as Schedule "B".
- 4.2 The Development Officer may approve minor changes to the site plan provided the minimum yard requirements of the underlying Town Centre zone and all other requirements of this agreement are met.

5.0 ACCESSORY BUILDINGS

- 5.1 The erection of accessory structures is permitted in accordance with the provisions of Section 5.1 of the Land Use By-law.

6.0 ARCHITECTURAL DESIGN AND APPEARANCE

- 6.1 The exterior design of the main building shall be reasonably consistent with the architectural elevation drawings attached as Schedule "C" to this agreement. Any future additions to the building shall be similar to the existing building in terms of building style, the size and shape of windows, height, façade, cladding, and trim.

7.0 ACCESS AND PARKING

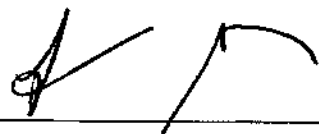
- 7.1 Driveways and parking areas shall be located in reasonable conformity with the Site Plan attached as Schedule "B".
- 7.2 A minimum of ten and a maximum of 14 parking spaces shall be provided on the Property.
- 7.3 All required parking spaces shall have minimum dimensions of 9 feet by 18 feet (3.05 m by 6.10m). Parking aisles shall be a minimum of 20 feet (6.10 m) in width.
- 7.4 No development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods to an extent that a loading space would be required.

8.0 RECREATIONAL SPACE

- 8.1 Private recreational space shall be provided on the Property as follows:
- (a) an individual balcony for each residential unit above the ground floor in accordance with the building elevations attached as Schedule "C"; and
 - (b) common patios for the ground floor units in accordance with the Site Plan attached as Schedule "B".

9.0 LANDSCAPING

- 9.1 Landscaped areas consisting of trees, shrubbery and grass shall be in reasonable conformity with the Site Plan, attached as Schedule "B", and shall be maintained along both side yards and the front and rear yards.



10.0 SITE DRAINAGE

10.1 The owner shall submit a site drainage plan addressing how surface water will be managed on the Property.

11.0 SIGNAGE

11.1 Advertising signage shall be limited to one sign per commercial use on the Property. All other provisions of Section 7.0 of the Land Use By-law pertinent to the Town Centre zone, will apply.

12.0 ILLUMINATION

12.1 Illumination shall be permitted on the Property in accordance with the requirements of Section 5.18 of the Land Use By-law.

13.0 MAINTENANCE

13.1 The Owner shall keep the Property and buildings and any portion thereof clean and in good repair. Any 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.

14.0 HOURS OF OPERATION

14.1 The hours of operation for commercial activities in the two ground floor units shall be limited to between 9:00 am and 9:00pm, Monday to Friday, and 9:00am to 6:00pm, Saturday and Sunday.

15.0 AMENDMENTS

15.1 The provisions of this Development Agreement relating to the following matters are not deemed to be substantive and may be amended by resolution of Council:

- (a) hours of operation;
- (b) size of signs.

15.2 Amendments to any matters not identified under Clause 15.1 shall be deemed to be substantive and may only be amended in accordance with the provisions of Section 230 of the *Municipal Government Act*.

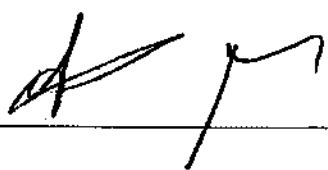
16.0 ADMINISTRATION AND ENFORCEMENT

16.1 This Agreement shall be administered by the Development Officer for the Town.

16.2 Enforcement of this Agreement shall be the responsibility of the Town.

17.0 LAND USE BY-LAW

17.1 All references in this agreement to the "Land Use By-law" are to the Windsor Land Use By-law, or its successors.

A handwritten signature in black ink, consisting of a stylized first letter and a long horizontal stroke, located at the bottom right of the page.

18.0 ONUS FOR COMPLIANCE ON OWNER

18.1 Any failure of the Town 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 Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.

19.0 REGISTRATION OF AGREEMENT

19.1 The Development Agreement shall be registered as a burden on the Registered Interests upon the Property, described as "Agreement re: use of land".

20.0 COSTS

20.1 The Owner shall pay all costs associated with the advertising required for this Agreement, the costs of recording and filing this Agreement, as well as all costs associated with any amendment thereof.

21.0 AGREEMENT AND PERMITS

21.1 This Agreement shall not be entered into, or signed by both parties, until either the time of Appeal under Section 247 of the *Municipal Government Act* has expired, or any appeals which have been lodged have been disposed of and the resolution of Council has been affirmed by the Nova Scotia Utilities and Review Board.

21.2 Neither a development permit nor a building permit shall be issued until this Agreement has been executed by both parties and registered at the Registry of Deeds in Windsor, Hants County, Nova Scotia.

22.0 DEVELOPMENT AGREEMENT BOUND TO LAND

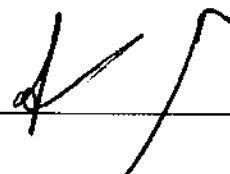
22.1 This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

23.0 SEVERABILITY OF PROVISIONS

23.1 It is agreed between the parties hereto that the provisions of this Agreement are severable one from the other, and that the invalidity or unenforceability of any provision does not affect the validity or enforceability of any other provision.

24.0 BREACH OF TERMS OR CONDITIONS


24.1 The Town, upon breach of any term or condition of this Agreement, may rely upon the remedies contained in Section 264 of the *Municipal Government Act* and may, if thirty (30) days notice in writing has been provided to the Owner, enter the land and perform any of the terms contained in the Development Agreement or terminate the Agreement. 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.

A handwritten signature in black ink, consisting of a stylized 'H' followed by a long, sweeping flourish that extends downwards and to the right.

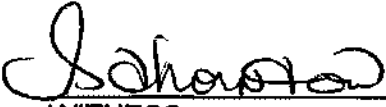
THIS AGREEMENT shall run with the land described in Schedule "A" attached hereto and be binding upon the Developers, heirs, assigns, mortgages, leasees, successors and occupiers of the property from time to time.

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

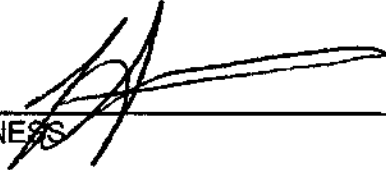
SIGNED, SEALED AND DELIVERED
in the presence of:



WITNESS




WITNESS




WITNESS

WITNESS

TOWN OF WINDSOR

PER: 

MAYOR

PER: 

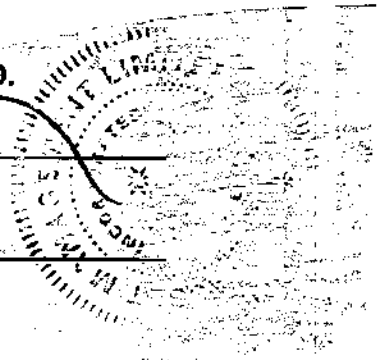
C.A.O./Municipal Clerk



ASSET MANAGEMENT LTD.


PER: 

PER: _____



PROVINCE OF NOVA SCOTIA)
COUNTY OF HANTS)

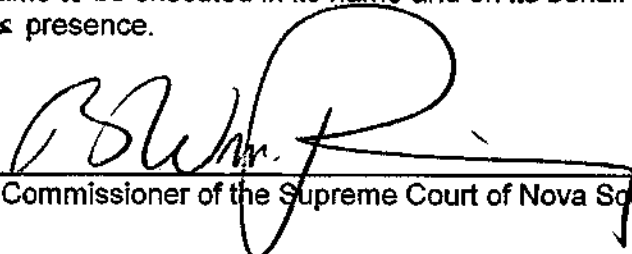
ON THIS day of ^{24th} day Nov, A.D., 2009, before me, the subscriber, personally came and appeared Shelleena Thornton, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **THE TOWN OF WINDSOR**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in her presence.


A Commissioner of the Supreme Court of Nova Scotia

Patricia G. Lowthers
A Commissioner of the Supreme
Court of Nova Scotia

PROVINCE OF NOVA SCOTIA)
COUNTY OF)

ON THIS ^{15th} day of November, A.D., 2009, before me, the subscriber, personally came and appeared Lloyd Robbins, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **ASSET MANAGEMENT LTD.**, 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 his presence.


A Commissioner of the Supreme Court of Nova Scotia

B. WILLIAM PIERCEY, Q.C.
A Barrister of the Supreme
Court of Nova Scotia

SCHEDULE "A"

2006-01-06 12:06:08

PDCA: NOTIFICATION OF APPROVAL

This is to confirm that we have approved a Parcel Description Certification Application for the following parcel:
45056363

The Type of Application is **EXISTING PARCEL**.

The Application Number is 119644.

The User Supplied Reference is 51545

Parcel Description:

All that lot of land and premises situate on Water Street, in the Town of Windsor, Nova Scotia, described as follows:

Commencing at the northwest corner of lands belonging to Eleazer Ellis,

Thence running north easterly 107 feet more or less to lands of H. Percy Scott,

Thence running southeasterly along said lands of the said H Percy Scott, 96 feet more or less to lands now or formerly owned by Horace Greeno,

Thence running southwesterly 107 feet more or less to lands formerly owned by George Pellow,

Thence running northwesterly and along the lands of George Pellow, and lands of said Eleazer Ellis 96 feet more or less to the place of beginning

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel

HANTS COUNTY Land Registration Office

**TOWN OF WINDSOR
MUNICIPAL LAND TRANSFER TAX
CERTIFICATE OF CLERK**
I hereby certify that dead transfer
tax on this deed has been paid in full
on this 6th day of Feb. A.D. 2006

Maurice Dill
TOWN CLERK OF THE
TOWN OF WINDSOR



SCHEDULE "B"

OWNER
 MR. S. MADHAY
 1400 W. 10TH ST.
 WINDSOR, N.S.

DESIGNER
 MRS. J. M. MADHAY
 1400 W. 10TH ST.
 WINDSOR, N.S.

DATE
 1978

PROJECT
 DEVELOPMENT PERMIT
 AT
 LOT #10, ADDRESS
 UPPER WATER STREET,
 WINDSOR, N.S.

CONTRACT NO.
 1400 W. 10TH ST.

SCALE
 AS SHOWN

DATE OF PERMIT
 1978

DATE OF PLAN
 1978

DEVELOPMENT PERMIT
 ISSUE
 NOT FOR CONSTRUCTION

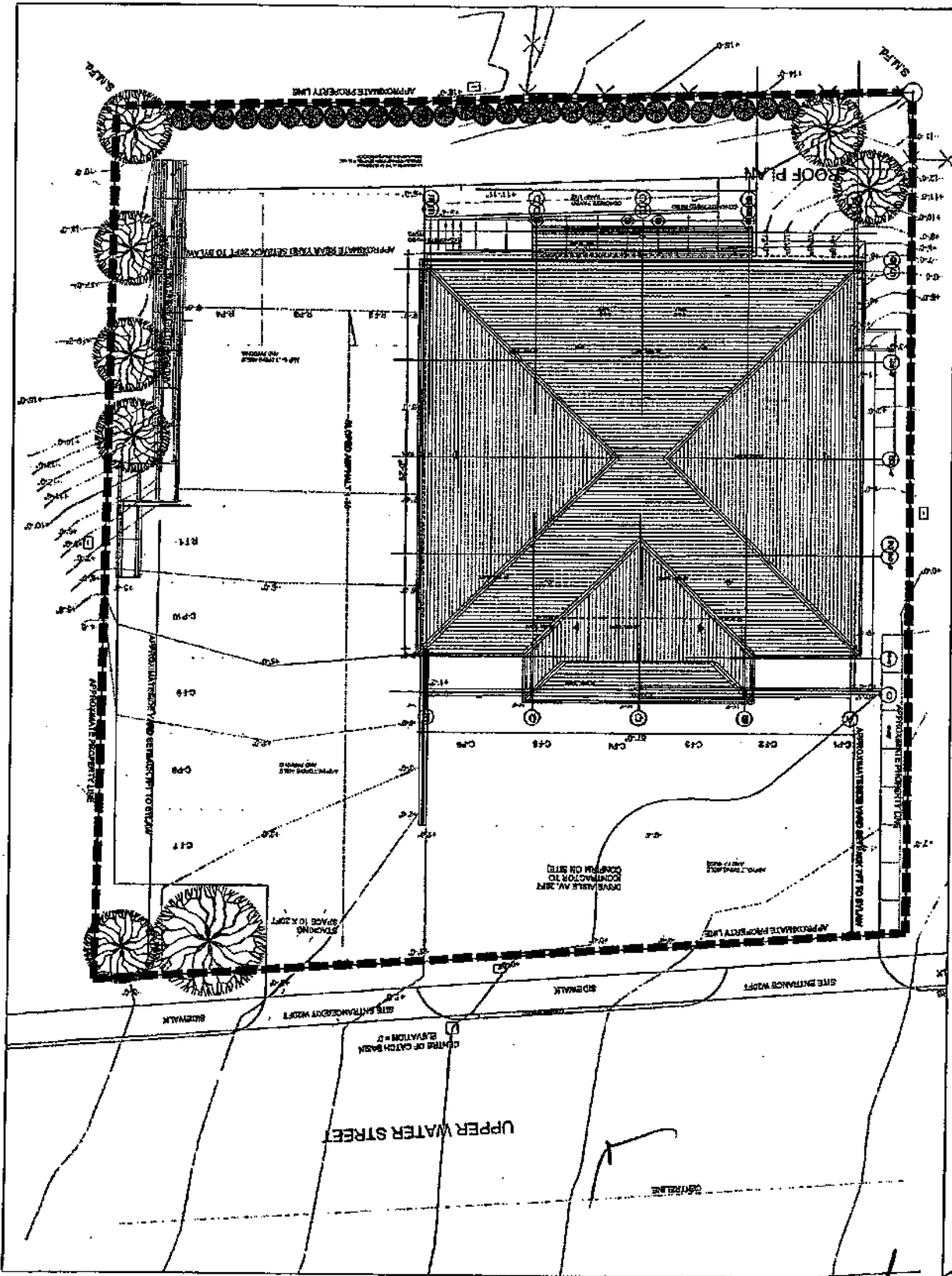
NO.	DESCRIPTION	DATE
1	ISSUED	1978
2	REVISED	1978
3	REVISED	1978
4	REVISED	1978
5	REVISED	1978
6	REVISED	1978
7	REVISED	1978
8	REVISED	1978
9	REVISED	1978
10	REVISED	1978

PROJECT
 DEVELOPMENT PERMIT
 AT
 LOT #10, ADDRESS
 UPPER WATER STREET,
 WINDSOR, N.S.

SCALE
 AS SHOWN

DATE OF PERMIT
 1978

DATE OF PLAN
 1978



[Handwritten signature or initials]

MR. G. MOONEY
 100 WINDSOR STREET
 WINDSOR, MASSACHUSETTS
 01890-1000

ASK20
 DEVELOPMENT AT
 LOT 10, ADDRESS
 UPPER WATER STREET,
 WINDSOR, MASS.

SITE SECTIONS
 EAST, WEST

ASK20
 100 WINDSOR STREET
 WINDSOR, MASSACHUSETTS
 01890-1000

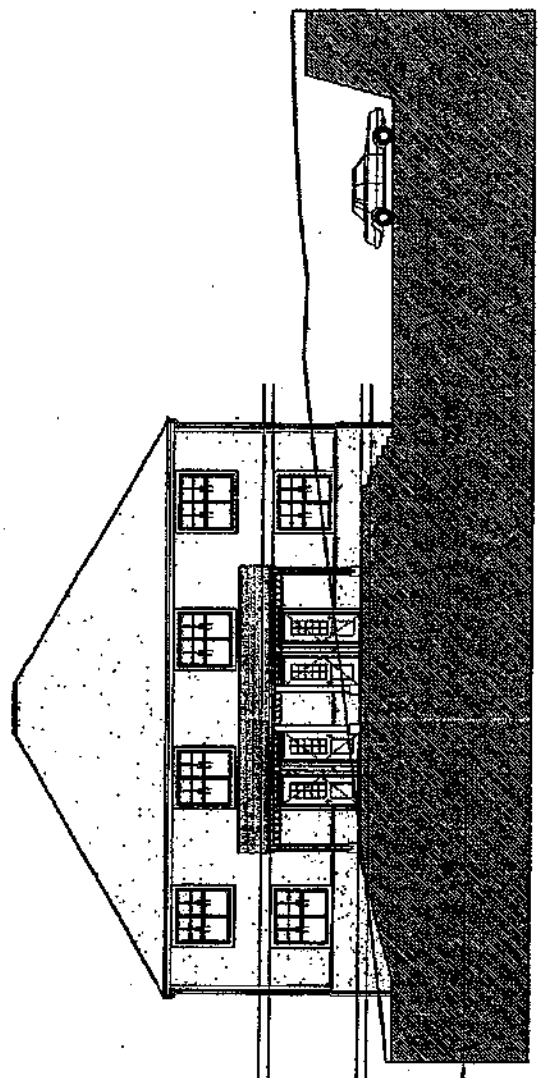
SCHEDULE "C"

DEVELOPMENT PERMIT
 ISSUE
 NOT FOR CONSTRUCTION

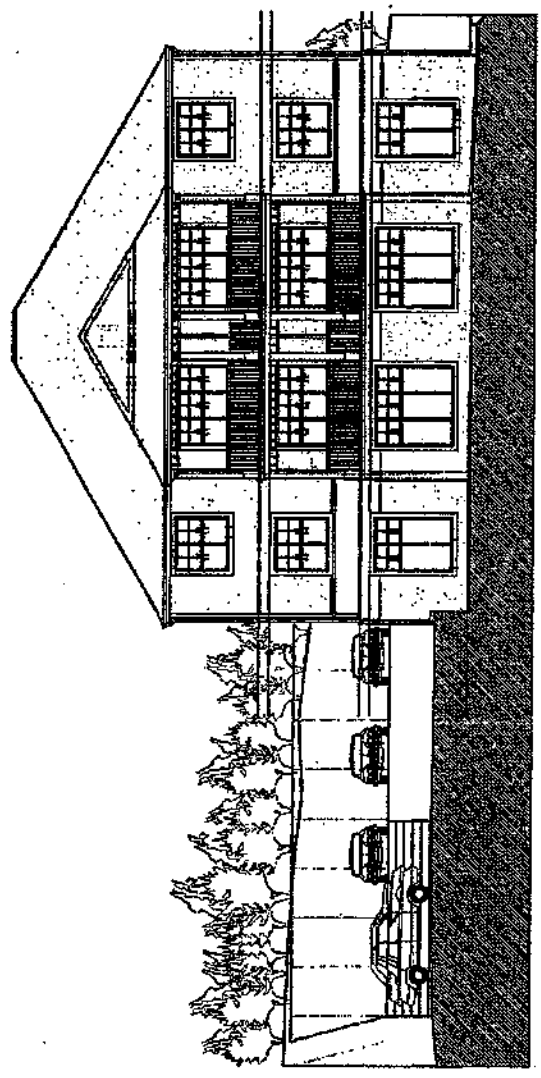
DEVELOPMENT AT
 LOT 10, ADDRESS
 UPPER WATER STREET,
 WINDSOR, MASS.

SITE SECTIONS
 EAST, WEST

ASK20
 100 WINDSOR STREET
 WINDSOR, MASSACHUSETTS
 01890-1000



REAR, SOUTH EAST FACING ELEVATION



ELEVATION FACING NORTH WEST TO UPPER WATER STREET

[Handwritten signature and initials]

MR. G. MORRIS
 DEVELOPMENTAL ENGINEER
 1000 W. 10TH ST.
 WINDSOCK, N.S.

ALL RIGHTS RESERVED
 PROJECT NO. 4858343
 DRAWING NO. 1000
 DATE: 10/15/2011

CONSULTING ENGINEER
 1000 W. 10TH ST.
 WINDSOCK, N.S.

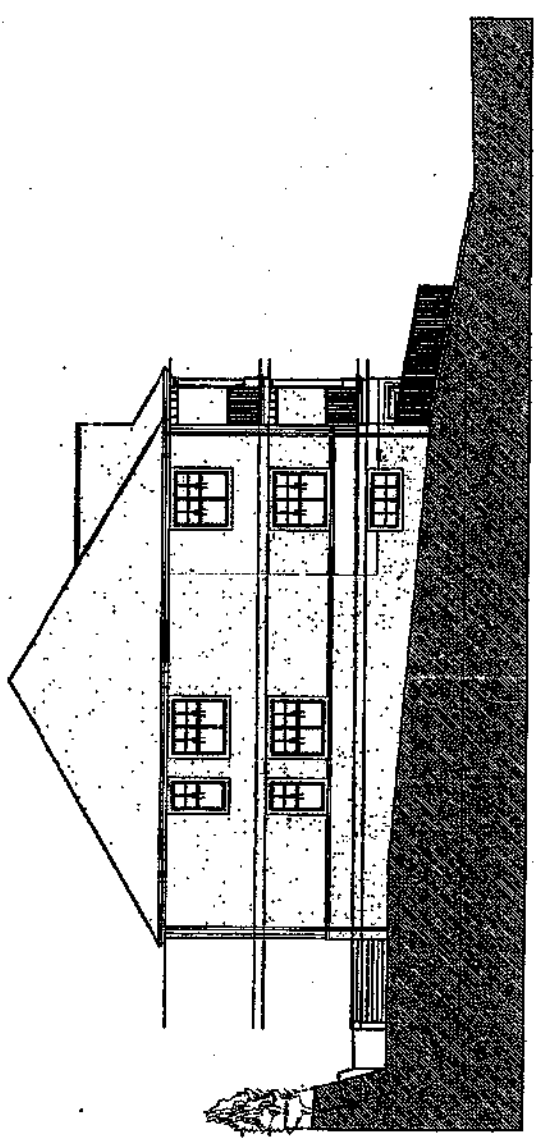
SCHEDULE "C"

DEVELOPMENT PERMIT
 ISSUE
 NOT FOR CONSTRUCTION

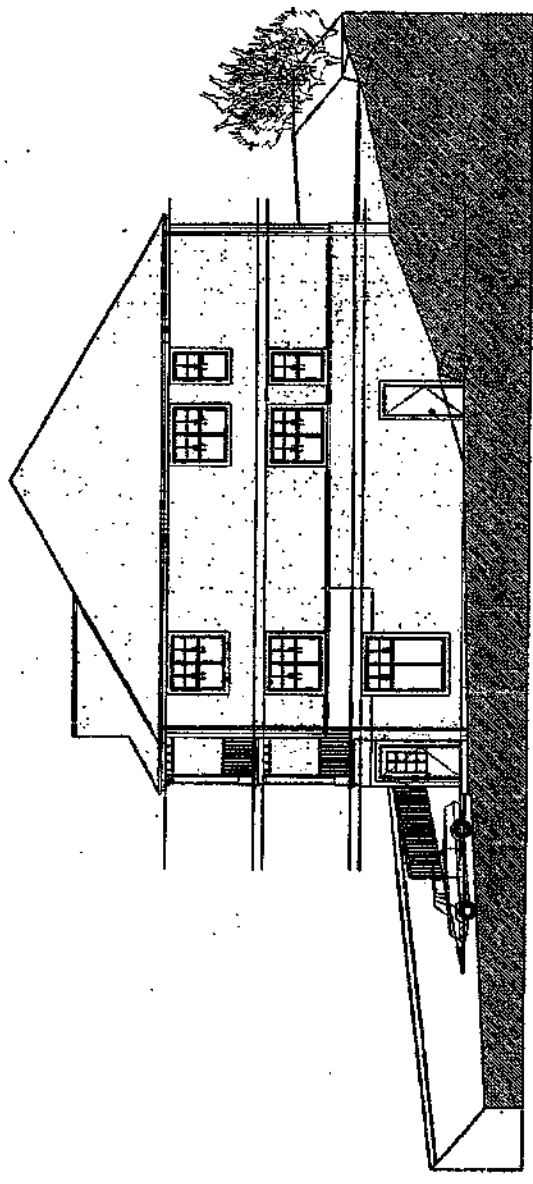
PROJECT
 DEVELOPMENT AT
 LOT P20 4858343
 UPPER WATER STREET,
 WINDSOCK, N.S.

SITE SECTIONS
 NORTH - SOUTH

ASK21
 10/15/2011

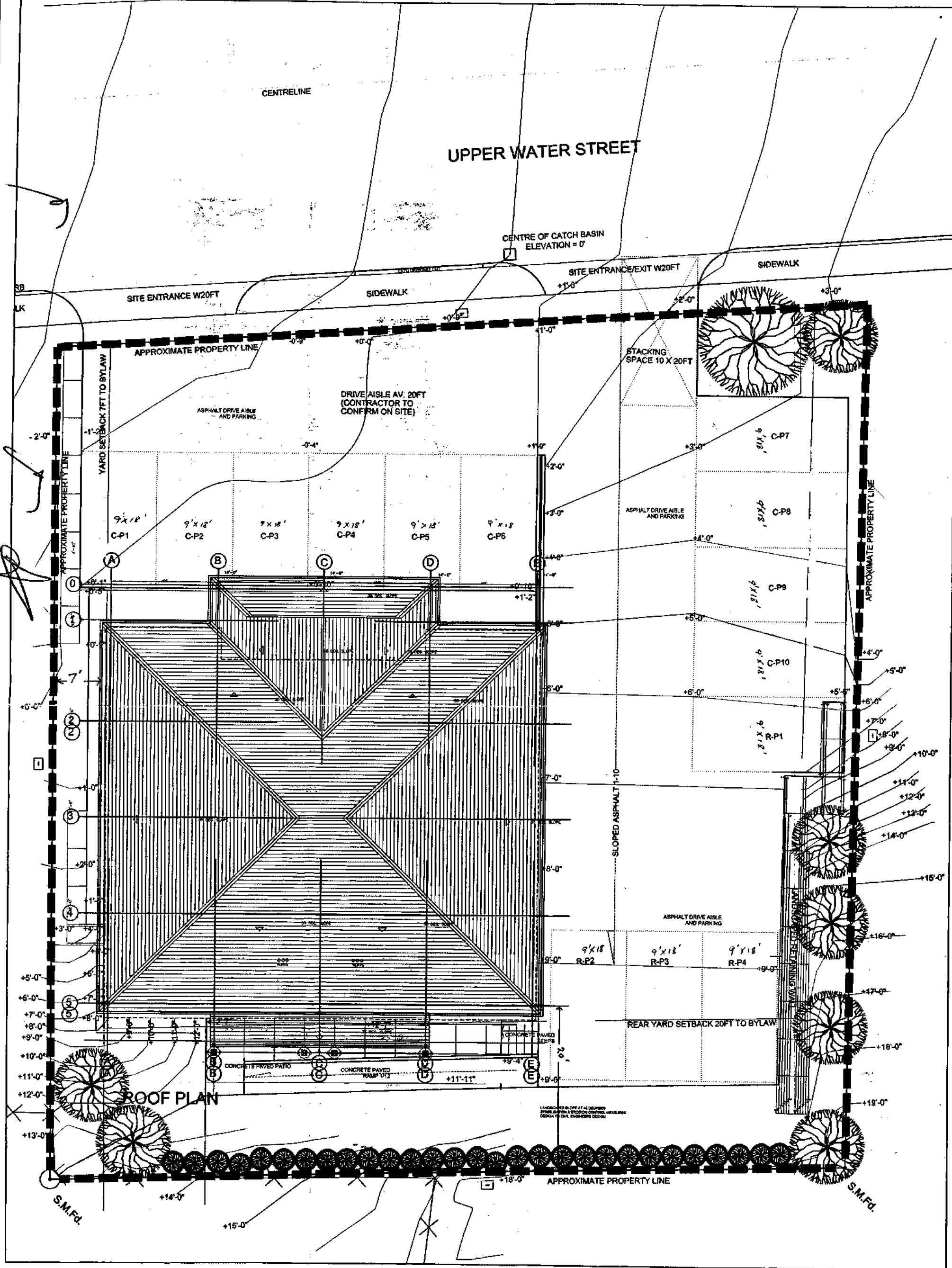


SIDE, NORTH EAST FACING ELEVATION



SIDE, SOUTH WEST FACING ELEVATION

Handwritten signature and initials at the bottom of the page.



Client
 MR. S. KADRAY
 ASSET MANAGEMENT LIMITED
 6500 HIGHWAY 7
 RICHMOND HILL, ONTARIO
 L4B 1R1

Comments
 LHM ARCHITECTURAL & INTERIOR DESIGN
 10000 216th Ave. Suite 200
 Richmond Hill, Ontario L4B 1R1
 Tel: (905) 882-8822
 Fax: (905) 882-8823

DEVELOPMENT PERMIT
 ISSUE
 NOT FOR CONSTRUCTION

Project
 DEVELOPMENT AT
 LOT PID 4506363
 UPPER WATER STREET,
 WINDSOR, N.S.

SITE PLAN SETBACKS

ASK01A
 Drawing Scale: 1/8" = 1'-0"
 Project No.: 4506363
 Drawing No.: 1/28/05
 Date: 04/04/05
 Drawn by: [Name]
 Checked by: [Name]