



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	Decision Request <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Sara Poirier, Planner

Date: 2021-06-22

Subject: Development Agreement: 20 Empire Lane, PID 45055746; File #21-05 C

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION or DECISION REQUEST

Should Council wish to proceed to Public Hearing, the following motion would be in order:

that Council give First Reading and hold a Public Hearing to consider entering into a development agreement which replaces the original development agreements at 20 Empire Lane, PID 45055746, and allows interior changes to the existing building to accommodate an additional three (3) dwelling units in a manner substantively the same as the draft set out in Attachment C of the report #21-05 to the Planning and Heritage Advisory Committee dated June 10, 2021, taking note that this development agreement will discharge and replace the development agreements recorded at the Registry of Deeds on March 10, 1998 and June 24, 1998 as documents 900 and 2485.

BACKGROUND

Property <input checked="" type="checkbox"/>	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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An application was received from Mr. Ramsay Duff, Chief Executive Officer of MacLeod Group, to amend the development agreement registered on the property to permit an additional three (3) apartments within the existing building on the property at 20 Empire Lane, Windsor.

DISCUSSION

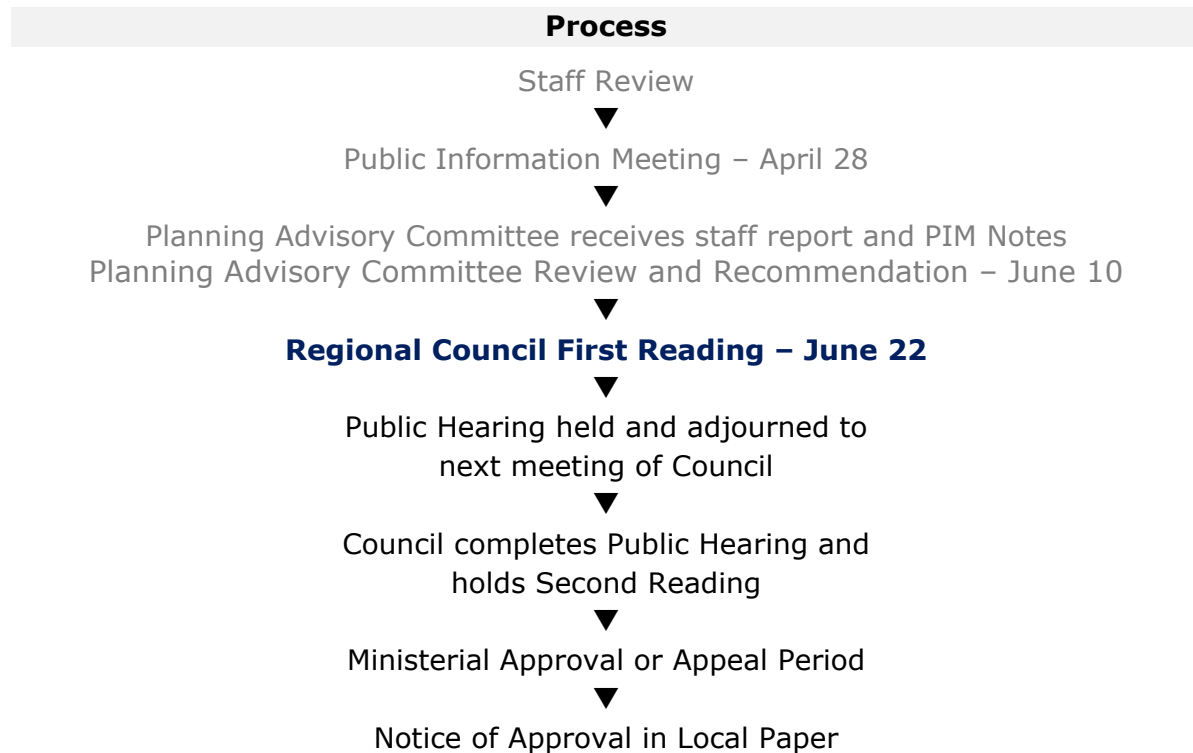
A Public Information Meeting was held on April 28, 2021 (Appendix A).

On June 10, 2021 staff presented a recommendation report to the Planning Advisory Committee (PAC) (Appendix B).

PAC recommended in favour of the development agreement on June 10, 2021.

NEXT STEPS

The process for this application is as follows:



FINANCIAL IMPLICATIONS

There are no financial implications to the Municipality in relation to the filing of this report.

ALTERNATIVES

In response to the application, Council may decide to:

- hold First Reading and authorize a Public Hearing to approve the development agreement as drafted;
- provide alternative direction such as requesting further information on a specific topic.

APPENDICIES

Appendix A 2021-04-28 Public Information Meeting Notes – File 21-02 A

Appendix B 2021-06-10 Staff Report – Development Agreement: 20 Empire Lane, PID 45055746; File #21-05 B

CHIEF ADMINISTRATIVE OFFICER REVIEW

I recommend that Council proceed to First Reading and the Public Hearing.

Report Prepared by: _____
Sara Poirier, Planner

Report Reviewed by: _____
Madelyn LeMay, Director of Planning and Development

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

Appendix A

Public Information Meeting Notes

April 28, 2021 – May 11, 2021

File 21-05 A

20 Empire Lane, Windsor; PID 45055746

Meeting date and time	A virtual Public Information Meeting was held on April 28, 2021 beginning at 7 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	In attendance: One (1) Councillor: <ul style="list-style-type: none">• Councillor Ivey (Chair) Four (4) members of staff: <ul style="list-style-type: none">• Director LeMay• Planner Poirier• Meeting Secretary Lake• CAO Phillips As this meeting was held virtually there were no members of the public present.
Applicant name and site location (Civic address and PID)	Planner Poirier outlined the request from Ramsay Duff, Chief Executive Officer of MacLeod House to amend a development agreement (1998) at 20 Empire Lane in Windsor to allow an additional three (3) dwelling units within the existing building, change the layout of the multipurpose room and lounge to accommodate these three (3) additional units, and change the style of apartments outlined in the development agreement in both phase 1 and 2 to be more flexible to market demand.
Comments	Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between April 28 and May 11, 2021. No written or verbal comments were received from the public.
Adjournment	The meeting was adjourned at 7:10 p.m.

Appendix B



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input checked="" type="checkbox"/>	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: _____
Sara Poirier, Planner

Date: 2021-06-10

Subject: Development Agreement: 20 Empire Lane, PID 45055746; File #21-05

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

To allow the requested development, staff recommends 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 agreements at 20 Empire Lane, PID 45055746, and allows interior changes to the existing building to accommodate an additional three (3) dwelling units in a manner substantively the same as the draft set out in Attachment C of the report #21-05 to the Planning and Heritage Advisory Committee dated June 10, 2021, taking note that this development agreement will discharge and replace the development agreements recorded at the Registry of Deeds on March 10, 1998 and June 24, 1998 as documents 900 and 2485.

BACKGROUND

A completed application was received on March 11, 2021 from Ramsay Duff, Chief Executive Officer of MacLeod Group to consider amending the development agreement registered on the property to permit an additional three (3) apartments within the existing building on the property at 20 Empire Lane, Windsor. The applicant also requested amendments to the development agreement to allow the change of layout of the multi-purpose room and lounge to accommodate these three (3) additional units and to change the style of apartments outlined in the development agreement in both phase

1 and 2 to be more flexible to market demand. The lot is the site of MacLeod House which currently has twenty seven (27) apartments, and a multi-purpose room, lounge, kitchen, dining room, and a hair salon.

DISCUSSION

The 3.86 acre subject lot is located on Empire Lane in Windsor. The lot is designated Commercial on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS). Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor.

The lot is zoned Shopping Centre (SC) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2).

The subject lot is also within the Wentworth Road Gateway District and the Environmental Constraints area. Part 8.6 of the WMPS discusses the overall intention for properties within the Wentworth Road Gateway District and Part 12.0 of the WMPS outlines the restrictions on properties within the Environmental Constraints area.

The subject lot directly abuts properties with a variety of different zoning and designations (Table 1).

Table 1: Use Abutting Subject Lot By Direction

North	The property abutting the subject lot to the north is designated Commercial and zoned Shopping Centre (SC).
East	The property to the east of the subject lot is within the Windsor Industrial park on Centennial Drive. It is designated Industrial and zoned Light Industrial (LI-1).
South	The property to the south of the subject lot is designated Commercial and zoned Wentworth Road Commercial (WR-C). The properties on the south side of Wentworth Road are designated Commercial and zoned General Commercial (GC).
West	Empire lane and the properties that extend north from Empire Lane are designated Commercial and zoned Shopping Centre (SC). The properties on the west side of Empire Lane are designated Commercial and zoned High Density Residential (R-4).

Development Agreement

A development agreement is a legal 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 Bylaw (LUB) and the Municipal Planning Strategy (MPS) 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.

Current Development Agreement

The current development agreement was permitted under Policy 7.11.3 of the 1991 WMPS as amended to August 2004. The background discussion for this policy states that "In 1997, the Town received a request to permit a motel to convert its individual units to multiple residential use, while still retaining the more commercial aspects of the motel such as the lounge, restaurant, hairdressers' shop, and banquet and meeting facilities. Such a mixed use development was not permitted either through a rezoning or a development agreement. To permit Council to consider such developments, amendments were made to the Municipal Planning Strategy and Land Use By-law."

- "Policy 7.11.3** It shall be the intention of Council to permit mixed use multiple residential / commercial uses by development agreement in areas designated Shopping Centre where the maximum total commercial floor area is not greater than forty percent of the total floor area, subject to consideration of the following criteria:
- (a) the commercial use is permitted in either the Town Centre (TC) or Shopping Centre (SC) Commercial Zones;
 - (b) that adequate provision is made to minimize conflict between commercial and residential development with respect to access, parking, noise, and hours of operations;
 - (c) the provision for screening of outdoor storage and waste materials;
 - (d) the location of the proposed development does not comprise the commercial integrity of the area, or restrict existing commercial development patterns;
 - (e) the adequate fire protection can be provided;
 - (f) that adequate provision is made for parking and for safe pedestrian and vehicular access to the site;
 - (g) the architectural design and scale of the proposed development is compatible with the surrounding area;
 - (h) that adequate landscaping, amenity areas, and natural or artificial buffering will be provided;
 - (i) Policy 21.2"

This policy was specifically created to allow Council to consider the conversion of the building at 20 Empire Lane from a motel to a multiple residential building with some

commercial uses by development agreement. This policy no longer exists in the current WMPS.

The MacLeod House was permitted through a development agreement between the Town of Windsor and Schaffner Enterprises Ltd. This agreement was registered on the property twice, once on March 10, 1998 as document 900 and once on June 24, 1998 as document 2485. The development agreement permits:

- residential development of twenty seven (27) apartments in phase 1 (already constructed) and twenty four (24) apartments in phase 2 (not yet developed);
- a multipurpose room for the use of the residents;
- a lounge;
- a dining room/restaurant; and
- a hair salon.

Proposed Development Agreement

The applicant requests that Council consider amending the agreement to permit an additional three (3) apartments within the existing building as part of the phase 1 development by increasing the number of apartments in phase 1 to thirty (30) units in total. The applicant has also requested some amendments to the agreement to allow the conversion of the multipurpose room to accommodate the three (3) additional units, conversion of the lounge to the new multi-purpose room, and to provide more flexibility to the type of apartments they can provide in both phase 1 and 2.

A few additional minor changes to the development agreement to align with the current planning policies, regulations and definitions include:

- change the permitted use from "hair salon" to "personal service shop" which could include but is not limited to a barber, hairdresser, beautician, masseur, tailor, dressmaker and shoemaker, as well as a sun tanning shop, a formal rental shop and depots for collecting dry cleaning and laundry. This better aligns with the applicant's proposal of providing space for a hair stylist and foot care specialist;
- remove the specifications on where the multi-purpose room and residential uses will enter and exit;
- add maintenance of the pedestrian walkway in general conformance with the site plan to Section 2.3, *Access and Egress*;
- add that the developer should include landscaping within parking areas for Phase 2 to avoid the appearance of large, uninterrupted expanses of asphalt to Section 2.7, *Landscaping*, to meet the requirements of criteria 8.6.16 (e);
- remove the section "Fire Protection" which stated that the construction/building plans for each phase were required to be sent to the Office of the Provincial Fire Marshall for approval. Our Manager of Building and Fire Inspection Services noted that the municipal inspectors would inspect the building plans to ensure they conform with the National Building Code and that this clause is no longer necessary;

- add more details to Section 2.9, *Environmental Constraints Area*, to in accordance with the current regulations for building in the Environmental Constraints Area;
- add Section 2.13, *Outdoor Storage*, to prohibit outdoor storage in accordance with Policy 9.2.1 (i);
- remove the requirement that the architectural style of the building be constructed in conformity with the plans attached to the 1998 agreement to provide the developer modern design flexibility for phase 2;
- change the list of non-substantive matters to a list of substantive matters in Section 3.3; and
- add Clause 4.1 (d) which specifies a time limit of sixty (60) months for the development of Phase 2. Unless an extension of this time period is requested by the property owner, Phase 2 shall no longer be permitted to be developed.

The applicant finds all of these changes acceptable. The draft development agreement is located in Attachment C.

Section 6.0 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:*”

- (j) development proposals in the Wentworth Road Gateway District in accordance with Policy 8.6.15 of the Municipal Planning Strategy for: large format retail stores exceeding 50,000 ft² (4,645 m²) in commercial floor area; regional shopping centres; institutional uses; mixed use; multiple unit residential; or light industrial development; and
- (l) mixed use development in the Commercial designation or the Industrial designation outside the industrial parks in accordance with Policy 9.2.1 of the Municipal Planning Strategy;

Part 8.0 of the WMPS contains the policies for the commercial areas in Windsor. Section 8.6 of the WMPS discusses the policies for the Wentworth Road Gateway District specifically. Policy 8.6.15 establishes Council’s intention to “*consider within the Wentworth Road Gateway District, mixed use, multiple unit residential, by development agreement*”. The subject lot is within the Wentworth Road Gateway District therefore the development agreement can also be considered under this policy.

Part 9.0 of the WMPS contains the policies for mixed use development in Windsor. Policy 9.2.1 establishes Council’s intention to “*consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks*”. The subject lot is designated Commercial therefore the development agreement can be considered under this policy.

The criteria for both Policy 8.6.15 and 9.2.1 have been evaluated by staff in Attachment A.

Windsor Municipal Planning Strategy

Environmental Constraints Areas

Although the property owner is planning to renovate the existing building for the additional three (3) apartment units, the development agreement allows an addition of twenty-four apartment units in phase 2 through a major addition to the existing building.

Since construction of the building at 20 Empire Lane in the early 1970's, the Windsor planning documents have been updated. The subject lot is now included in the Environmental Constraints designation (Figure 3) which means that it has been identified as marshland, specifically within the Tregothic Marsh. Properties within the Environmental Constraints designation have to meet more stringent requirements, including completing an environmental study, before being issued a development permit for any new building. Since the owner is utilizing the existing building that was constructed prior to 2002 they do not have to meet these requirements unless they are proposing to construct new buildings on site. The existing building may be enlarged, reconstructed, repaired or renovated provided all other requirements of the WLUB are met.

The Windsor Dykeland's Background Report (2001) specifies that the subject lot, and approximately 40 percent of the properties within the Tregothic Marsh, have been exempted by the Province from the requirements of Section 41 of the *Agricultural Marshland Conservation Act*. The *Agricultural Marshland Conservation Act* (2001) protects marshland for agricultural purposes. Being exempt from this portion of the *Act* means that the owner would not have to apply to the Marsh Body to allow any future construction. Any new construction on site including the addition to the building for phase 2 would have to meet the requirements of Section 27.0 of the WLUB and any other requirements of the Regional Municipality.

WMPS Specific Criteria

Policy 8.6.15 establishes Council's intention to "*consider within the Wentworth Road Gateway District, mixed use, multiple unit residential, by development agreement*" and Policy 9.2.1 establishes Council's intention to "*consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks*". These policies both establish criteria to be considered by Council. These criteria are examined in detail in Attachment A. In summary, the criteria are met since:

- the proposed development will not conflict with neighbouring uses;
- the proposed development consists of a combination of residential and commercial uses;
- adequate landscaping, open space and natural or artificial buffering is provided; and
- no outdoor storage is permitted.

WMPS General Criteria

The proposal meets the general criteria for amendment set out in WMPS Policy 16.3.1. These criteria are examined in detail in Attachment B. In summary:

- the proposal is not premature or inappropriate for the area;
- no municipal costs related to the proposal are anticipated; and

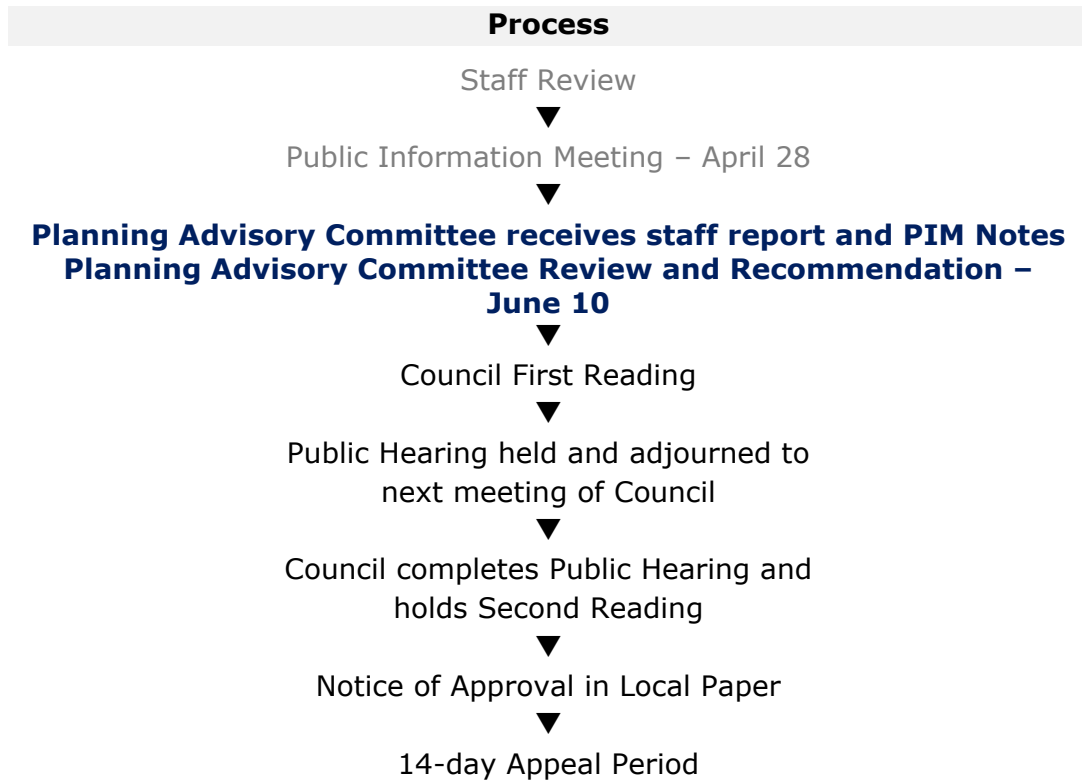
- the Fire Chief, Manager of Building and Fire Inspection Services, Development Officer, Director of Public Works and Traffic Authority have no major concerns.

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 including the subject lot would experience flooding and properties within the Tregothic Marsh Body will experience extensive flooding.

NEXT STEPS

As noted above, the proposed development agreement has been considered within the context of the general policies of the WMPS and is consistent with the intent, objectives and policies of the WMPS. It also meets the general criteria for development agreements in Windsor. As a result, it is reasonable enter into a development agreement to permit an additional three (3) dwelling units in the existing building, changing the layout of the multi-purpose room and lounge to accommodate these three (3) additional units, and changing the style of apartments in both phase 1 and 2.



FINANCIAL IMPLICATIONS

There are no anticipated costs to the Municipality in regard to this development.

ALTERNATIVES

In response to the application, PAC/HAC may:

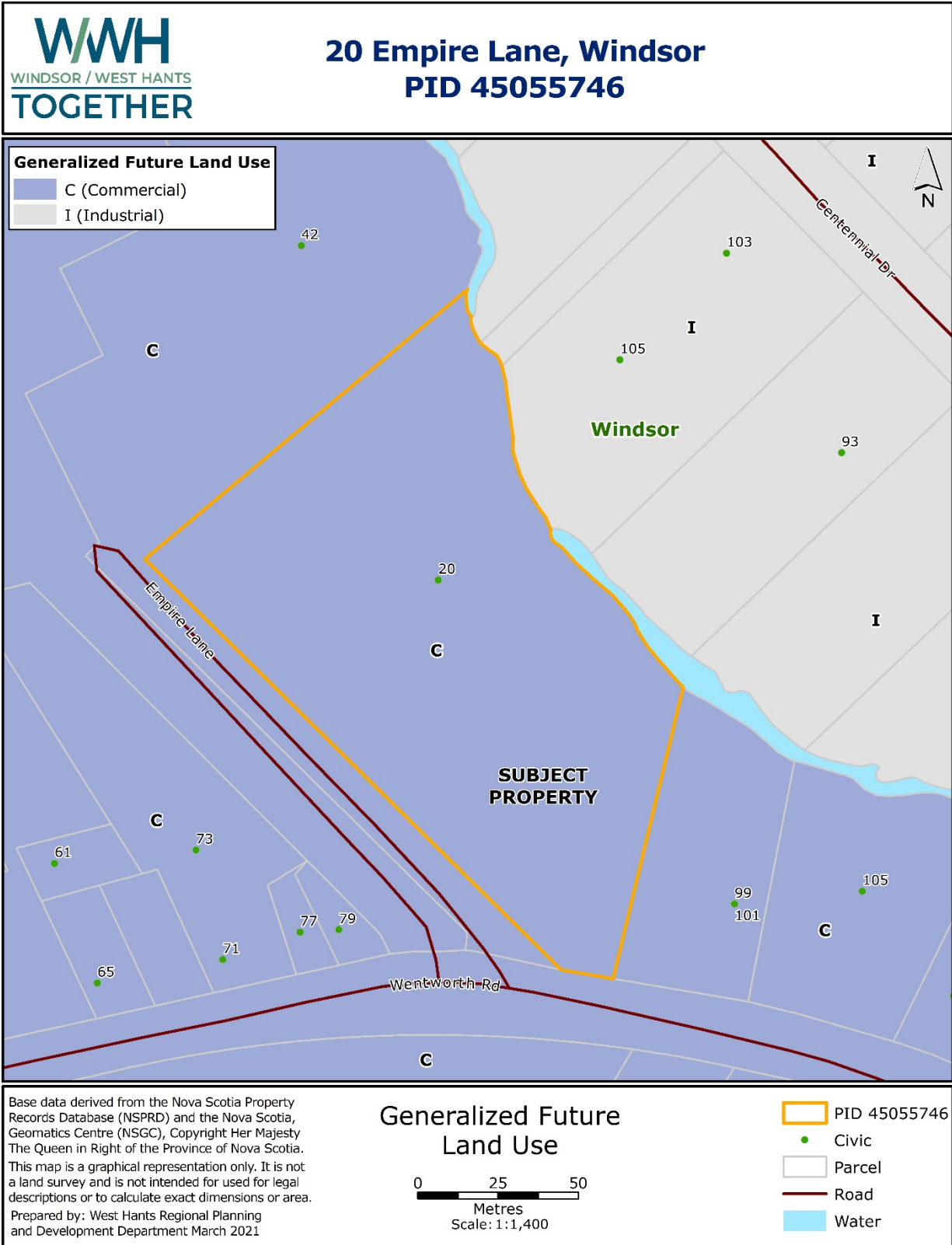
- recommend that Council hold First Reading and authorize a Public Hearing to approve the development agreement as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

Figure 1	Windsor GFLUM Extract
Figure 2	Windsor Zoning Map Extract
Figure 3	Windsor Environmental Constraints Extract
Attachment A	Specific Criteria for Amendment
Attachment B	General Criteria for Amendment
Attachment C	Draft Development Agreement

Report Reviewed by: _____
Madelyn LeMay, Director of Planning and Development

**Figure 1
Windsor GFLUM Extract**



**Figure 2
Windsor Zoning Map Extract**

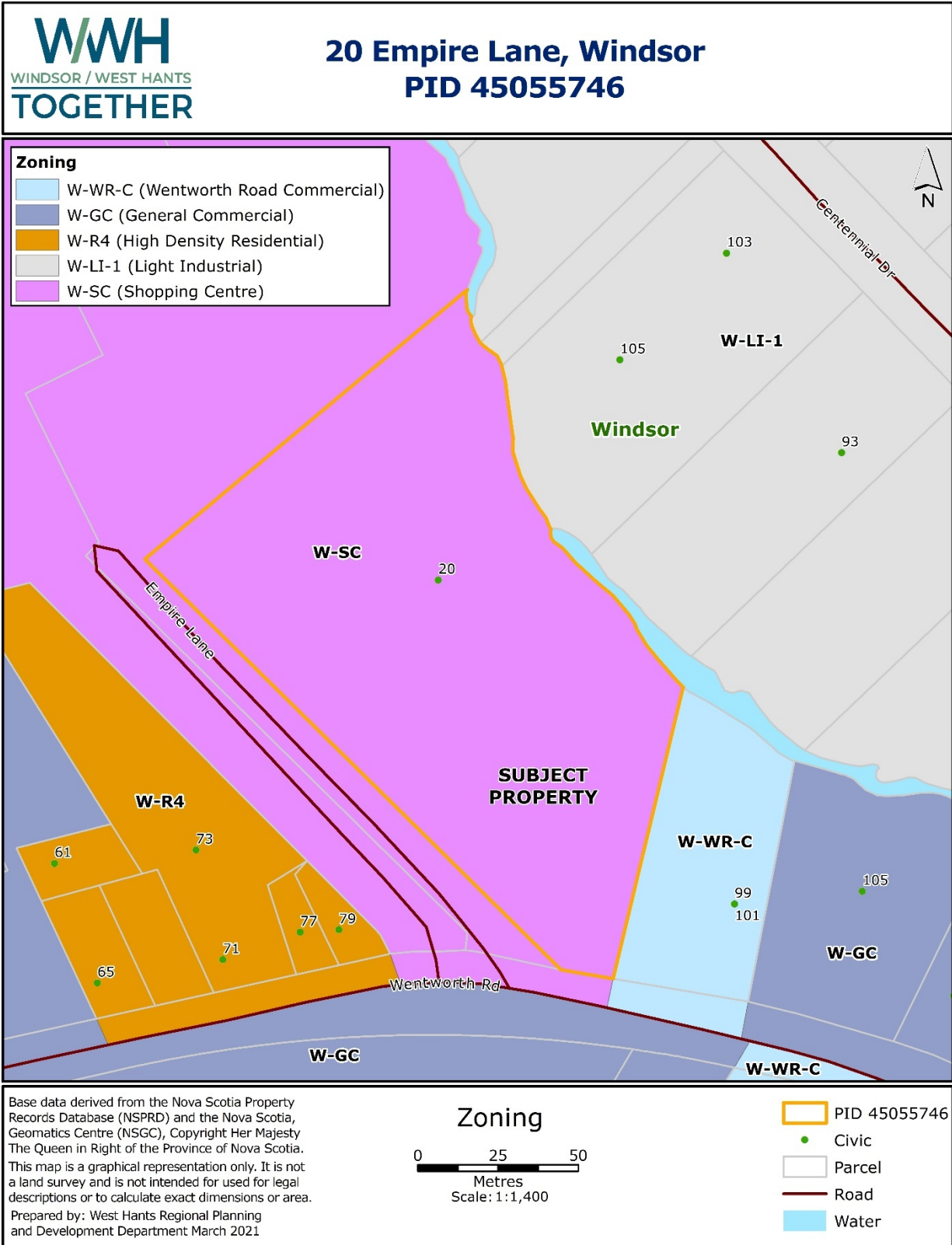
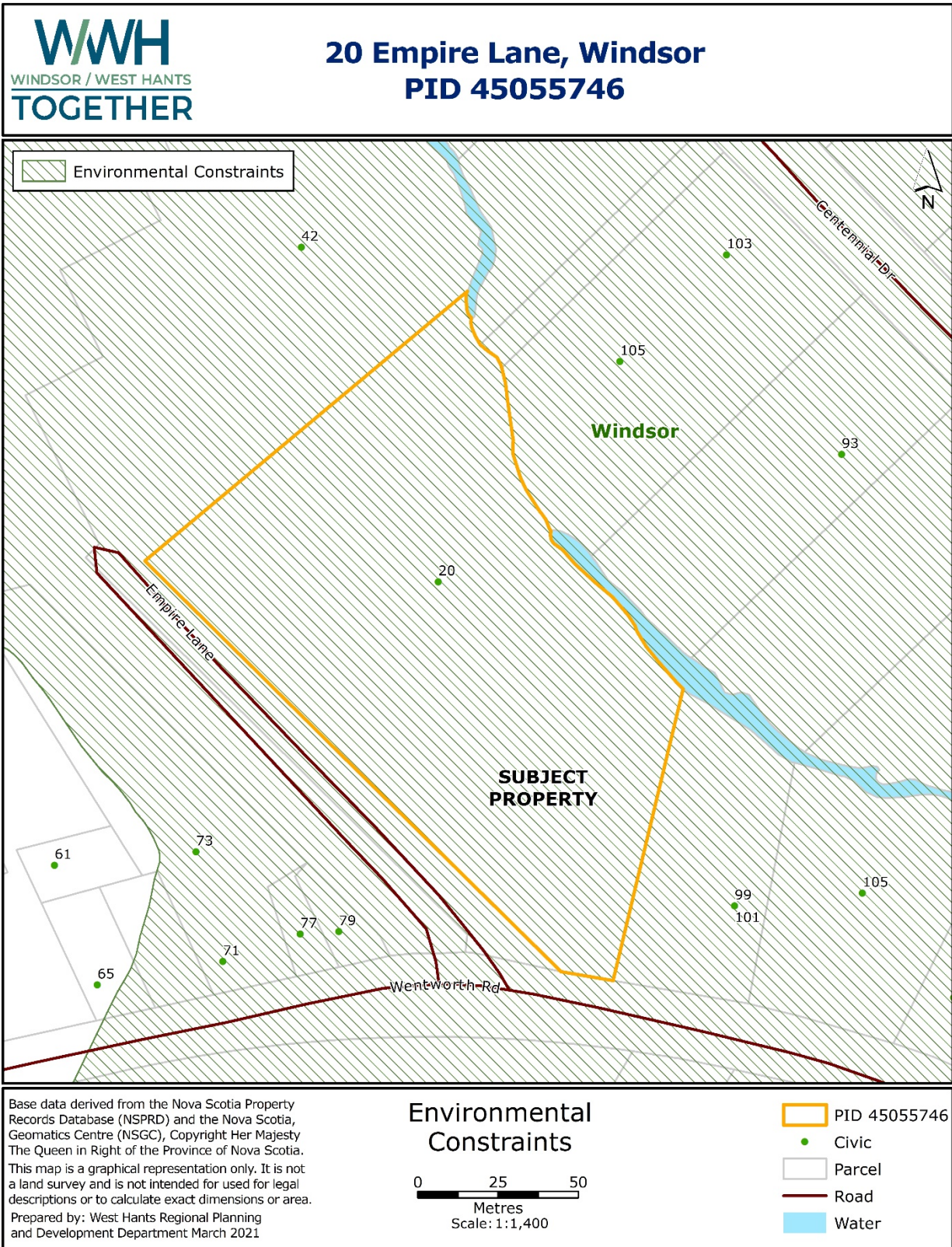


Figure 3
Windsor Environmental Constraints Extract



Attachment A
Specific Criteria for Amendment

Policy 8.6.15 It shall be the policy of Council that within the Wentworth Road Gateway District, Council will consider proposals for large format retail stores exceeding 50,000 ft² (4,645 m²) in commercial floor area, regional shopping centres, institutional uses, mixed use, multiple unit residential, or light industrial development by development agreement in accordance with the relevant policies of this Strategy and the specific provisions for development in the Wentworth Road Gateway District as contained in Policy 8.6.16.

Policy 8.6.16 It shall be the policy of Council to have due regard to the following in reviewing proposals in the Wentworth Road Gateway District for rezoning to the WR-C zone pursuant to Policy 8.6.14 or development agreements pursuant to Policy 8.6.15:

CRITERIA	COMMENT
<i>(a) the proposed use will not conflict with neighbouring uses;</i>	<p>The additional three (3) units will be contained within the existing building which will not conflict with neighbouring uses.</p> <p>Upon full residential build out of phase 1 and phase 2 there would be a total of 54 apartments on the subject lot. Staff do not anticipate any conflict with neighbouring uses as the surrounding area is mainly commercial and industrial with some properties zoned High Density Residential (R-4) to the west.</p>
<i>(b) the architectural design and scale of the proposed development is compatible with surrounding commercial and/or residential buildings and enhances the appearance of the streetscape, consistent with the objectives of</i>	<p>There will be minimal exterior changes to the existing building to accommodate the three (3) additional apartments. The design and scale of the building is compatible with the surrounding commercial, industrial and residential zoning.</p>

<p><i>the Wentworth Road Gateway District;</i></p>	<p>The objectives of the Wentworth Road Gateway District are to:</p> <ul style="list-style-type: none"> • to identify Wentworth Road as important entrance route into Windsor, for pedestrians and cyclists as well as for vehicles; • to promote a sense of welcome and arrival to town; and • to assist in visitor orientation and direction to the Town Centre, as the main business district. <p>The existing building is set back from Wentworth Road. There are a variety of trees and other landscaping elements on the portion of the lot that abuts Wentworth Road. The addition in phase 2 will most likely be of similar design and scale as the existing building which is seen to be compatible with the surrounding area.</p>
<p><i>(c) the building design incorporates windows and other elements in the street level façade to avoid the appearance of solid blank walls;</i></p>	<p>The existing building contains mainly residential uses. All apartment units have windows which are along the exterior of the building. The expansion permitted in Phase 2 also contains residential uses which would incorporate windows for each unit and avoid the appearance of solid blank walls.</p>
<p><i>(d) the developer provides a traffic study, acceptable to the Town and conducted by a qualified person, which demonstrates that the surrounding street network will efficiently accommodate the anticipated traffic flows and that the development will not necessitate major infrastructure improvements such as traffic lights at the expense of the Town;</i></p>	<p>The Manager of Public Works Operations and Traffic Authority was asked to comment on this application. They responded that “Currently there is a traffic study being undertaken for this driveway/street intersection and other surrounding intersections by West Hants Regional Municipality. I’m confident that the DA would not change the outcome of the study or cause the need for major infrastructure improvements based on this alone. I have no concerns about traffic impact due to the development.”</p>

	Therefore, staff have not required a traffic study to be provided by the applicant as part of this application.
<i>(e) the provisions of Policies 8.6.4 and 8.6.8;</i>	The provisions of Policy 8.6.4 and 8.6.8 are met as Clause 2.7 of the draft development agreement includes the provisions for landscaping to contribute to the overall attractiveness of the streetscape, create a safe and pleasant pedestrian environment, and to avoid the appearance of uninterrupted expanses of asphalt particularly in Phase 2. There is an existing pedestrian walkway provided on the subject lot from Wentworth Road to the entrance of the existing building as there are no paved sidewalks along Empire Lane.
<i>(f) any other matter which may be addressed in a development agreement or land use by-law; and</i>	All other matters have been addressed elsewhere in this report.
<i>(g) the provisions of Policy 16.3.1</i>	See Attachment B.

Policy 9.2.1 It shall be the intention of Council to consider mixed use development by development agreement in the Commercial designation or the Industrial designation outside the industrial parks, subject to the following:

CRITERIA	COMMENT
<i>(a) the proposed development consists of a combination of uses which may include commercial, light industrial, recreational, institutional and residential;</i>	The proposed development consists of a residential development of thirty (30) apartments in phase 1 and twenty four (24) apartments in phase 2, a multipurpose room, a dining room/restaurant, and a hair salon. This would be considered a mix of residential and commercial uses.
<i>(b) the architectural design of the development is sensitive to the existing built form and character of the surrounding area, and in particular:</i>	

<p><i>(i) where the proposal involves the redevelopment of an existing building, the heritage of the building is taken into consideration and any significant architectural elements which contribute to the appearance of the public façade(s) are retained; and</i></p>	<p>There will be minimal exterior changes to the existing building to accommodate the three (3) additional apartments. The subject lot is not within an Architectural Control District and is not a designated heritage property therefore no significant architectural elements of the building have been identified.</p>
<p><i>(ii) if the proposed development is located in an Architectural Control District, the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual;</i></p>	<p>Not applicable as the development is not located within an Architectural Control District.</p>
<p><i>(c) the density and scale of the development are compatible with the surrounding area;</i></p>	<p>The additional three (3) units will be contained within the existing building which does not change the density and scale of the development significantly.</p> <p>Upon full residential build out of phase 1 and phase 2 there would be a total of 54 apartments on the subject lot. Staff have no concerns regarding this density and scale of development as the surrounding area is mainly commercial and industrial with some properties zoned High Density Residential (R-4) to the west.</p>
<p><i>(d) the location of the proposed development does not adversely affect the existing pattern of development in the surrounding area, or restrict existing commercial and/or industrial development patterns;</i></p>	<p>The building was constructed in the early 1970's as a motel and a development agreement was entered into in 1998 for the multiple unit dwelling with some commercial uses. The proposed additional three (3) dwelling units will be contained within the existing building. Staff do not consider this development to restrict the</p>

	surrounding commercial or industrial development patterns.
<i>(e) where a light industrial use is proposed, it is not considered obnoxious or incompatible with the proposed residential or commercial components nor with adjacent land uses;</i>	Not applicable as the applicant is not proposing any light industrial uses.
<i>(f) adequate landscaping, open space and natural or artificial buffering is provided;</i>	Clause 2.7 of the draft development agreement includes the provisions for landscaping to ensure there is adequate natural landscaping and buffering on the subject lot.
<i>(g) adequate parking and safe pedestrian and vehicular access to the site is provided;</i>	<p>The Development Officer commented that the original agreement required one (1) parking space per dwelling unit with all residential parking being required adjacent the residential wing of the development. Three (3) additional parking spaces will be required for the three (3) additional dwelling units for a total of thirty (30) parking spaces. The developer indicates that a total of 36 parking spaces will be provided for the 30 dwelling units which is adequate.</p> <p>The Manager of Public Works Operations and Traffic Authority has no concerns regarding vehicular or pedestrian access in relation to this proposal. There is an existing pedestrian walkway provided on the subject lot from Wentworth Road to the entrance of the existing building.</p>
<i>(h) adequate provision is made to minimize conflict with existing residential dwellings with respect to</i>	The only residential dwellings located near the subject lot abut the lot on the west side of Empire Lane. Empire Lane is a two-lane local road with a median

<p><i>access, parking, noise and hours of operation;</i></p>	<p>separating the lanes. It is not anticipated that the proposed additional three (3) dwelling units will cause any conflict with these residential dwellings with respect to access, parking and noise. Hours of operation are not discussed in the development agreement as the commercial uses cater mostly to residents within the building and are not anticipated to cause any issues.</p>
<p><i>(i) no outdoor storage is permitted;</i></p>	<p>The Windsor Land Use By-law does not define outdoor storage but defines "open storage" as "the outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale". Clause 2.13, <i>Outdoor Storage</i>, in the draft development agreement prohibits open storage.</p>
<p><i>(j) any other matter which may be addressed by development agreement; and</i></p>	<p>All other matters have been addressed elsewhere in this report.</p>
<p><i>(k) the provisions of Policy 16.3.1.</i></p>	<p>See Attachment B.</p>

Attachment B
General Criteria for Amendment

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>	The Director of Public Works confirmed that the lot is served by adequate municipal water and sewer services.
<i>(ii) the adequacy of school facilities;</i>	Not applicable as the applicant has advised that they market the apartments to seniors.
<i>(iii) the adequacy of fire protection;</i>	In response to an inquiry, the local Fire Chief does "not have any fire related concerns as this renovation work will be under the building permit and fire inspection process". The Manager of Building and Fire Inspection Services stated that the proposal is not premature or inappropriate in terms of the adequacy of fire protection and has no building or fire related concerns.
<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Manager of Public Works Operations and Traffic Authority has no concerns related to the adequacy of road networks adjacent to or leading to the development with this development agreement amendment.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	No municipal costs related to this amendment are anticipated.

<p><i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;</i></p>	<p>The Manager of Public Works Operations and Traffic Authority has no concerns about traffic impact due to the development.</p> <p>There is no rail transportation in the area.</p> <p>There is an existing pedestrian walkway provided on the subject lot from Wentworth Road to the entrance of the existing building as there are no paved sidewalks along Empire Lane.</p>
<p><i>(c) the adequacy of the dimensions and shape of the lot for the intended use;</i></p>	<p>The Development Officer has no concerns with respect to the adequacy of the dimensions and shape of the lot for the intended use. The lot is 3.86 acre in size which is large enough to accommodate the proposed buildings and the required parking.</p>
<p><i>(d) the pattern of development which the proposal might create;</i></p>	<p>The surrounding area has a variety of commercial zoning plus some industrial and high-density residential zoning. This proposal is not anticipated to change the pattern of development in the area.</p>
<p><i>(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, marshes or bogs and susceptibility of flooding;</i></p>	<p>The subject lot is relatively flat and there are no evident concerns in terms of steepness of grade, soil or geological conditions.</p> <p>There is a watercourse running along the north east property line.</p> <p>The subject lot is within the Environmental Constraints designation which means that any new construction on the subject lot including the addition to the building for phase 2 would have to meet the requirements of Section 27.0 of</p>

	<p>the WLUB and any other requirements of the Regional Municipality.</p> <p>The Municipal Climate Change Action Plan (MCCAP) for Windsor (2014) shows that most of the community of Windsor including the subject property would experience flooding under a simulated flooding extent for probable maximum flood due to climate change.</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 other matters have been addressed elsewhere in this report.</p>



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2021.

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 -

MACLEOD GROUP HEALTH SERVICES LIMITED, a body corporate, with a head office at Suite 305, 219 Main Street, Antigonish, in the County of Antigonish, 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 20 Empire Lane, Windsor, PID 45055746, hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS the Property is designated Commercial on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (September 21, 2005) and zoned Shopping Centre (SC) on the Zoning Map of the Windsor Land Use By-law (September 21, 2005) and is within the Wentworth Road Gateway District and the Environmental Constraints designation; and

WHEREAS the Owner has requested that the Municipality discharge a development agreement between Schaffner Enterprises Ltd. and the Town of Windsor to permit residential development, a multipurpose room, a lounge, a dining room / restaurant, and a

hair salon dated March 6, 1998 and recorded at the Land Registry Office on March 10, 1998 and June 24, 1998 as document 900 and 2485; and

WHEREAS the Owners have requested to enter into a new development agreement which increases the number of apartments in phase 1 to thirty (30) units in total, changes the layout of the multi-purpose room and lounge to accommodate these three (3) additional units, changes the style of apartments in both phase 1 and 2, and accommodates other minor changes; and

WHEREAS Policy 8.6.15 and Policy 9.2.1 of the Windsor Municipal Planning Strategy (the "Municipal Planning Strategy") and Section 6.1 (j) and (l) of the Windsor Land Use By-law (the "Land Use By-law") provide that mixed use, multiple unit residential in the Commercial designation and the Wentworth Road Gateway District be considered by development agreement; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2021, approved this request;

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

PART 1 AGREEMENT CONTEXT

1.1 Definitions

In this Agreement, all words or phrases used shall carry their customary meaning unless otherwise set out in the Land Use Bylaw, except those defined as follows:

- (a) "Senior citizen home" means a multiple unit dwelling designed for occupation by senior citizens and constructed and maintained by a public housing authority or non-profit organization;
- (b) "Home for special care" means a dwelling unit where people live together and receive care, and can include a nursing home, a home for the aged, a home for the disabled and a residential care facility as defined in *the Homes for Special Care Act*;

1.2 Schedules

The following attached schedules shall form part of this agreement:

Schedule A – Legal Description

Schedule B – Site Plan A1

Schedule C – Schematic A: New Layout – Floor Plan

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

- (a) *Municipal Planning Strategy* means the Municipal Planning Strategy of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;
- (b) *Land Use Bylaw* means the Land Use Bylaw of the Town of Windsor, approved on August 23, 2005, as amended, or successor bylaws;
- (c) *Subdivision Bylaw* means the Subdivision Bylaw of the Town of Windsor approved on January 24, 2012, as amended, or successor bylaws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

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

- (a) those uses permitted by the underlying zoning in the Land Use By-law; and
- (b) residential development:
 - (i) Phase 1: a maximum of thirty (30) apartments consisting of a mix of studio and one (1) bedroom style;
 - (ii) Phase 2 (proposed future expansion): a maximum of twenty-four (24) apartments consisting of a mix of studio, one (1) bedroom and two (2) bedroom style;
- (c) a dining room and restaurant;
- (d) a multipurpose room for the use of the residents, and for special functions associated with the dining room / restaurant such as receptions, meetings, and banquets; and
- (e) a personal service shop.

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

2.2 Development Location and Design

- (a) The Municipality and the Owner acknowledge that the development as shown on Schedule B is a phased development.
- (b) The Phase 1 residential development shall be located entirely within the existing building located as shown on the site plan in Schedule B.
- (b) The Phase 2 residential development shall be developed in a manner consistent with the intent of this development agreement and the Land Use By-law and substantively the same as the "proposed future expansion" shown on Schedule B.

- (c) The commercial components of the development shall be permitted only in the areas noted as dining room, restaurant, multipurpose room, and beauty parlour on Schedule C.
- (d) Commercial floor space shall not exceed 40 percent of the total floor area of the development.

2.3 Access and Egress

- (a) The vehicular entrance and exit for the Property shall be in general conformance with the entrance and exit shown on Schedule B.
- (b) The vehicular entrance and exit shall be clearly demarcated and paved.
- (c) The pedestrian walkway provided from Wentworth Road to the edge of the parking lot at the entrance of the building shall be maintained in general conformance with the walkway shown on Schedule B.

2.4 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) One (1) parking space, at a minimum size of 10 feet by 20 feet, shall be provided for each dwelling unit.
- (c) One parking space, at a minimum size of 10 feet by 20 feet, shall be provided for every 100 ft² (9.29 m²) of floor area of the multi-purpose room.
- (d) Parking areas and parking spaces shall be paved, clearly demarcated and lined by the Owner.
- (e) Parking required for the residential component shall be clearly separated from other parking in the area and demarcated by signage as being for the use of residents only.
- (f) The number of parking spaces and loading spaces may be varied by the Development Officer.

2.5 Signs

- (a) The Owner shall be permitted two (2) ground signs on the lot.
- (b) The ground signs shall not:
 - (i) exceed a height of 15 ft. (4.57 m) from the grade level to the highest part of the sign;
 - (ii) exceed 50 sq. ft. (4.62 m);
 - (iii) be located within 75 ft. (22.86 m) from a residential dwelling unit on the lot; or
 - (iv) be illuminated.

2.6 Lighting

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.

2.7 Landscaping

The Owner shall:

- (a) keep all undeveloped areas of the Property landscaped;
- (b) include tree cover as part of the landscaping along the south Property line abutting Wentworth Road, at a maximum spacing of 20 ft. (6.09 m), each tree having a minimum caliper of 2 inches. Existing trees may be included as part of the requirement;
- (c) along the eastern Property line provide either:
 - (i) built screening, and a combination of trees, shrubs, and vegetative ground cover to produce a visual barrier at least 5 ft. (1.5 m) high and 5 ft. (1.5 m) wide; or
 - (ii) a combination of shrubs, trees and vegetative ground cover to produce a visual barrier at least 5 ft. (1.5 m) wide;where trees are to be a minimum of 5 ft. (1.5 m) in height, at a maximum spacing of 10 ft. (3.05 m), and shrubs a minimum of 1.5 ft. (0.5 m) in height.
- (d) include landscaping within parking areas required for Phase 2 to avoid the appearance of large, uninterrupted expanses of asphalt.

2.8 Servicing

(a) Waste Collection

- (i) The Owner shall make provision for municipal waste collection for the Property at the intersection of the private driveway and Empire Lane.
- (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 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

The Owner acknowledges that:

- (a) the Property is served by a private water main that services the Fort Edward Mall;
- (b) that the private sewer lateral serving the building has been noted by the Director of Public Works as having had problems which have resulted in regular cleaning being required;

- (c) prior to a development permit being issued by the Municipality, the Owner must provide verification that the Owner's Engineer has checked to ensure that the private sewer lateral is capable of servicing the proposed development;
- (d) if the private sewer lateral is not capable of servicing the proposed development, any costs necessary to upgrade the service are the responsibility of the Owner.

2.9 Environmental Constraints Area

The Property is located within the Environmental Constraints designation in Windsor.

- (a) For any new buildings, including the development of Phase 2, or any new accessory buildings larger than 800 ft² (74.32 m²) in total floor area, the developer must complete an environmental study, in accordance with Section 27.0 of the Windsor Land Use By-law, and submit the study to the Development Officer prior to the issuance of development and building permits for the proposed use.
- (b) The Development Officer and/or the Municipality's Building Official may refuse a permit for such new buildings if the Owner's application does not incorporate compliance with the flood proofing or other construction methods recommended by the environmental study.
- (c) In accordance with Section 27.2 of the Windsor Land Use By-law, where a building has been constructed using flood proofing measures or other construction methods in accordance with a required environmental study, any future alterations or additions shall also follow the construction methods set out in the environmental study.
- (d) No building shall be used for:
 - (i) a residential institution such as a hospital, senior citizen home, home for special care or similar facility where flooding could pose a significant threat to the safety of residents if evacuation became necessary; or
 - (ii) any use associated with the warehousing or the production of hazardous materials.

2.10 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.

2.11 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.

2.12 Phased Development

- (a) The Municipality and the Owner acknowledge that the development as shown on Schedule B is a phased development.
- (b) The Owner agrees to construct each phase of the development in conformity with the Plans attached hereto.
- (c) Phase 1 shall include the completion of:
 - (i) the pedestrian walkway from Wentworth Road to the Main Entry as identified on Schedule B; and
 - (ii) the landscaping required along the lot line as specified in Section 2.7 (b) and (c) of this Agreement.
- (d) Phase 2 shall include a new pedestrian walkway ending from the walkway completed in Phase 1, to the 'Future Entry', shown on Schedule B.

2.13 Outdoor Storage

The outdoor storage of merchandise, goods or inventory of any kind, materials, equipment or other items not intended for immediate sale will be prohibited.

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 changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this agreement.
- 3.3** The following matters are substantive matters:
 - (a) the uses permitted on the Property as listed in Section 2.1 *Use* of this Agreement.
- 3.4** Upon conveyance of land by the Owner to either:
 - (a) the road authority for the purpose of creating or expanding a public street over the Property; or
 - (b) the Municipality for the purpose of creating or expanding any municipally owned facility over the Property;

registration of the deed reflecting the conveyance shall be conclusive evidence that that this agreement shall be discharged as it relates to the public street or public facility, as the case may be, as of the date of registration with the Land Registry Office, but this Agreement shall remain in full force and effect for all remaining portions of the Property.

- 3.5** Notwithstanding the foregoing, discharge of this agreement is not a substantive matter and this agreement may be discharged by Council without a public hearing.
- 3.6** 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 Land Use By-law or a new Agreement has been entered into.
- 3.7** Council may discharge this Agreement thirty (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 twenty-four (24) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owner is bona fide delayed from commencing the development for reasons which are beyond the Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owner is excused for the period of the delay and the time period for

the Owner 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.

- (d) Development of Phase 2 shall commence not later than sixty (60) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, development of Phase 2 shall no longer be permitted and this Agreement may be discharged in part at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act thirty (30) days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of development without such an extension being deemed to be an amendment to this Agreement.

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 Bylaws 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-law to the extent varied by this Agreement) or any statute or regulation, the higher or more stringent requirements shall prevail.

5.2 Severability of Provisions

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

5.3 Interpretation

- (a) Where the context requires, the singular shall include the plural and the 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 bylaws shall be deemed to be references to any successor legislation and bylaws 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 the advertising required for this Agreement, the costs of 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 Suite 305, 219 Main Street, Antigonish, 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, Municipality of the District of West Hants, 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 March 6, 1998 between the Town of Windsor and Schaffner Enterprises Ltd. recorded at the Registry of Deeds in Hants County, Nova Scotia on March 10, 1998 in Book 829 at pages 210 as document #900 and on June 24, 1998 in Book 837 at pages 283 as document #2485, 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**

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Witness

Per: _____

) Abraham Zebian, Mayor

)

Witness

) Per: _____

) _____, Municipal Clerk

)

)

)

)

)
)
) **MACLEOD GROUP HEALTH SERVICES LIMITED**

)
)
)
)

Per: _____

Witness

) Ramsay Duff, Chief Executive Officer

)
)
)
)

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2020, 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 h presence.

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2020, 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, one of the parties thereto, signed, sealed and delivered the same in h presence.

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY

I, _____ 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).

Sworn before me at _____, Nova Scotia,
this _____, 2021.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

, Clerk

I CERTIFY that on this date _____ personally came before me and swore under oath the foregoing Affidavit.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA
Print name/affix seal

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Ramsay Duff, Nova Scotia, make oath and say that:

1. I am Ramsay Duff, Chief Executive Officer of MacLeod Group Health Services 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 **Month Day**, 2021 the Deponent came before me, made oath, and swore the foregoing affidavit at _____, Nova Scotia.

Print Name:

Authority (e.g. Commissioner of Oaths):
Please affix seal

Schedule 'A'
Legal Description – PID 45055746

MUNICIPALITY: Town of Windsor

DESIGNATION OF PARCEL ON PLAN: Lot C1 and Lot C2 (as an addition)

TITLE OF PLAN: Plan Showing Lands of Fort Edward Shopping Mall Ltd.

REGISTRATION DISTRICT: Hants County

REGISTRATION REFERENCE: P-2816

Lot C-2 was approved as an addition to Lot C-1.

The above described lot more fully described as C-1 and C-2 in the deed registered in the registration district of Hants County in Book 676 at page 27.

SUBJECT TO a water line maintenance easement as contained in the deed registered in the registration district of Hants County in Book 305 at Page 145.

ALSO SUBJECT TO a 15' wide right of way as contained in the deed registered in the registration district of the County of Hants in Book 406 at Page 149.

AND ALSO SUBJECT TO the right of way contained in the deed registered in the registration district of the County of Hants in Book 406 at Page 306.

AND ALSO SUBJECT TO restrictive covenants as contained in the deed registered in the registration district of the County of Hants in Book 305 at 145.

AND ALSO SUBJECT TO a Development Agreement with the Town of Windsor dated March 6, 1998 and registered March 10, 1998 at the Hants County Registry of Deeds in Book 829 at Page 210 as Document # 900 and re-registered June 24, 1998 in Book 837 at Page 283 as Document # 2485.

TOGETHER WITH a roadway easement and Restrictive Covenants contained in the deed registered in the registration district of the County of Hants in Book 305 at Page 145.

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

Compliance:

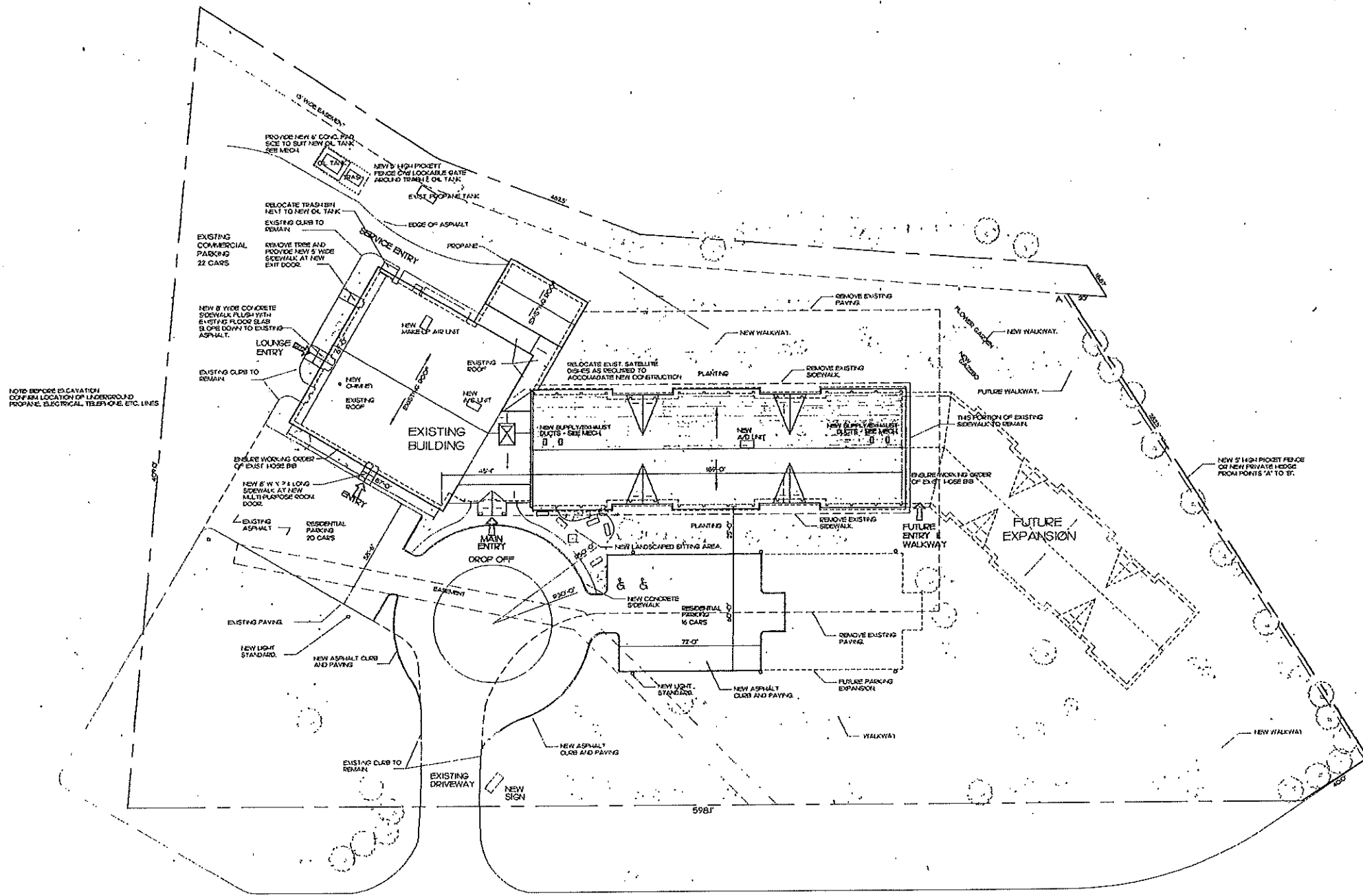
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: HANTS COUNTY

Registration Year: 1979

Plan or Document Number: 2816

Schedule B - Site Plan A1



NOTE: BEFORE EXCAVATION, CONFIRM LOCATION OF UNDERGROUND PROPANE, ELECTRICAL, TELEPHONE, ETC. LINES.

SITE PLAN 1"=30'

- LIST OF DRAWINGS
- A1 SITE PLAN
 - A2 MAIN FLOOR PLAN - PART A
 - A3 UPPER FLOOR PLAN - PART A
 - A4 FLOOR PLANS - PART B
 - A5 ELEVATIONS
 - A6 BUILDING SECTIONS BUILDING ASSEMBLIES
 - A7 SUITE PLANS
 - A8 WALL & STAIR SECTIONS
 - A9 WASHROOM & CABINETS DETAILS
 - A10 DETAILS
 - A11 FINISH SCHEDULE WINDOW SCHEDULE
 - A12 DOOR SCHEDULE

KASSNER
GOODSPEED
ARCHITECTS

5655 CORNWALLIS STREET SITE 77
HALFAX, N.S. B3K 0G6 TEL: 422-4457

NOTE:
SITE BOUNDARY INFORMATION TAKEN FROM A SURVEY PREPARED BY BRUCE LANE N.S.L.S. DATED AUGUST 8, 1997 AND WITH WHICH RESTS SOLE RESPONSIBILITY FOR ITS ACCURACY.

CONFIRM DIMENSIONS OF EXISTING BUILDING ASSEMBLIES ON SITE.

NO.	REVISIONS	BY/DATE

	DRAWN KRC/CAI
28-1-98	FILE 975WAO/SITE
	CHECKED
	APPROVED

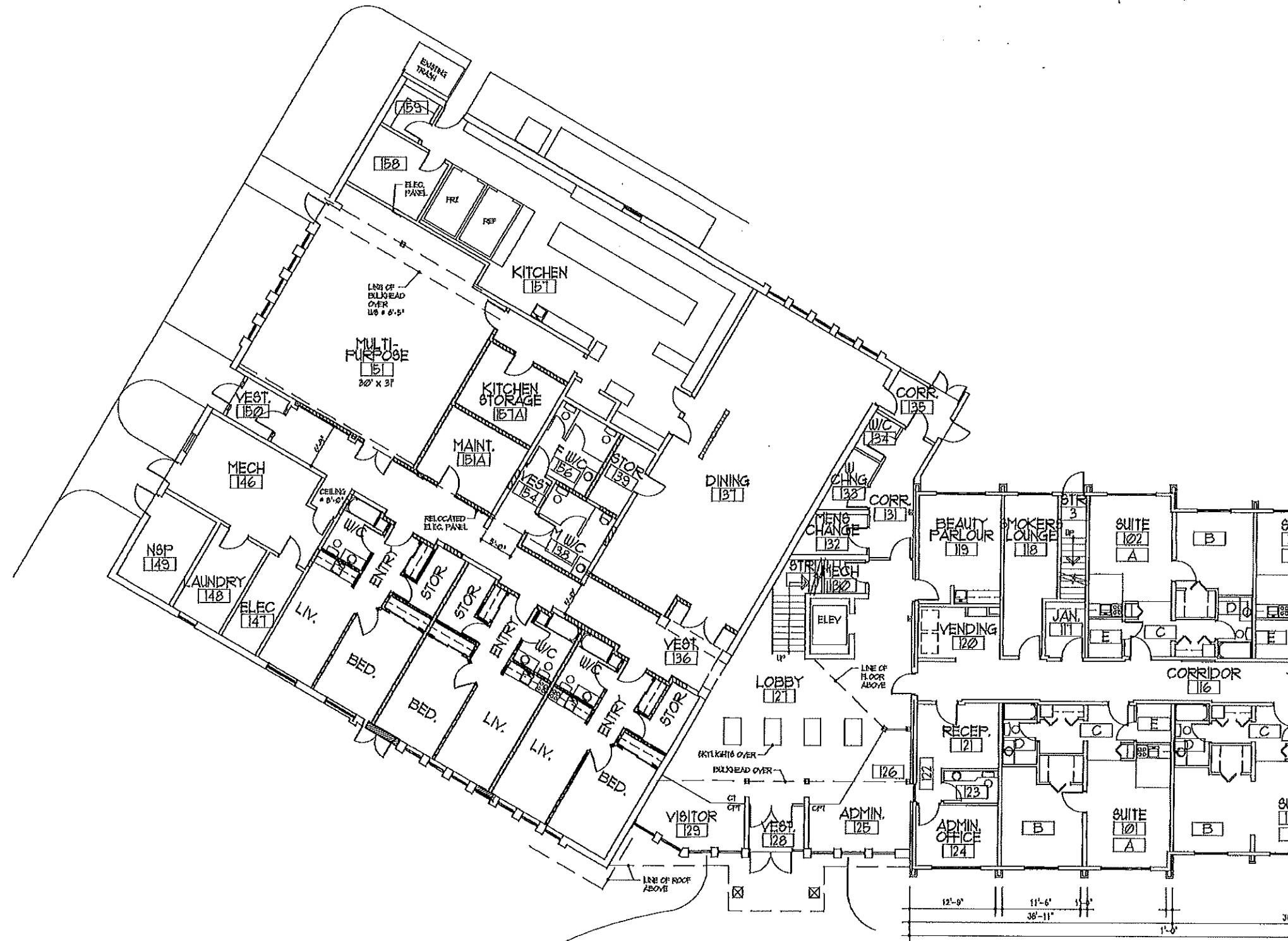
KINGSWAY GARDENS
WINDSOR,
NOVA SCOTIA

OWNER: SCHAFFNER ENTERPRISES LTD.

SCALE		A1
1" = 30'		
PLOT DATE 08/01/98 PROJECT NO. 9715		

Schedule C – Schematic A: New Layout – Floor Plan

Schematic A:



Wall Legend

- EXISTING WALL TO REMAIN
- - - EXISTING TO BE REMOVED
- === NEW WALL

NOTE:
DIMENSIONS TO CENTRE LINE OF GRID
UNLESS NOTED OTHERWISE

1	REVISED FOR REVIEW	JAN 2021
No.	REVISION	DATE

Archibald & Fraser
architects ltd.
P.A. 2002 0001, ARCHIBALD & FRASER ARCHITECTS LTD.

PROJECT
MACLEOD HOUSE
70 EMPIRE LANE
WINDSOR, NOVA SCOTIA

DRAWING
FLOOR PLANS

SCALE 1/8" = 1'-0"	DATE JAN 2021
DRAWN C.L.C.	REVIEWED

DEAL

CONSULTANT'S No.	DRAWING No.
PROJECT No.	301
856	

16 - NEW LAYOUT
MULTI-PURPOSE RENOVATION
SCALE: 1/8" = 1'-0"