



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: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Mark Fredericks, Senior Planner

Date: October 24, 2023

Subject: Development Agreement: PID 45276441 and 45366986 and 45055167, Payzant Dr, Windsor; File #23-13B

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

Should Council wish to approve the development agreement following the Public Hearing, the following motion would be in order:

...that Council gives Second Reading to and approves entering into a development agreement to permit a Community/Recreation Centre on PIDs 45276441 and 45366986 and 45055167 on Payzant Drive in Windsor, in a manner substantively the same as the draft set out in Attachment B of the report File # 23-13 to the Planning and Heritage Advisory Committee dated September 14, 2023.

...that Council requires that the development agreement with Mitch Brison which permits a Community/Recreation Centre on PIDs 45276441 and 45366986 and 45055167 on Payzant Drive in Windsor 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 <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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A completed application was received on May 31, 2023 from Chrystal Fuller of Brighter Community Planning on behalf of the landowner, 3329190 Nova Scotia Ltd (Brison Developments). The planning application was needed to establish a community/recreation centre on PID 45276441, which would repurpose an existing single unit dwelling currently addressed as 187 Payzant Drive, Windsor. Some additional land may also be used from PIDs 45366986 and 45055167 in the final subdivision.

DISCUSSION

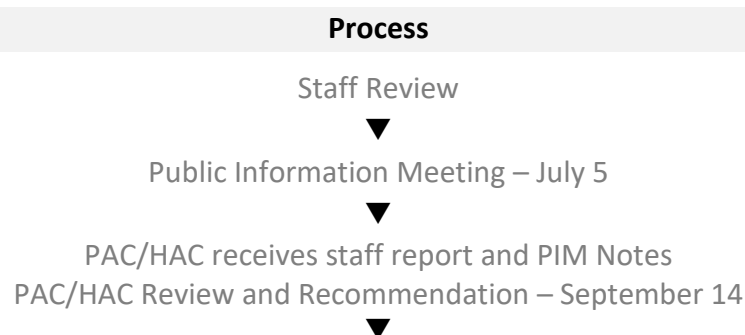
A Public Information Meeting was held on July 5, 2023.

On September 14, 2023, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC). The Committee discussed the conversion of the existing dwelling into a community/recreation centre and staff clarified that a development agreement was the required process to achieve this. Staff also confirmed that the development agreement would require the existing sewer and water laterals to be upgraded to the standards of the Municipal Public Works Department, as the existing laterals may require increased size and relocation to accommodate the proposed use and the intended development surrounding the site. The PAC/HAC recommended in favour of the application at this meeting.

On September 26, 2023, staff presented the PAC/HAC recommendation to Council for First Reading (Appendix A). During the September 26 meeting, Council recommended in favour of the application.

NEXT STEPS

The process for this application is as follows.



Council First Reading – September 26



Public Hearing & Second Reading – October 24



Notice of Approval in Local Paper



14-Day Appeal Period

*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

In response to this application, Council may decide to:

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

APPENDICIES

Appendix A 2023-09-26 PAC/HAC Recommendation to Council – Development Agreement: PID 45276441 and 45366986 and 45055167, Payzant Dr, Windsor; File #23-13A

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Report Prepared by: _____
Mark Fredericks, Senior Planner

Report Approved by: _____
Sara Poirier, Director of Planning and Development

Report Approved by:  _____

Mark Phillips, Chief Administrative Officer

Appendix A –

**2023-09-26 PAC/HAC Recommendation to Council – Development Agreement: PID 45276441
and 45366986 and 45055167, Payzant Dr, Windsor; File #23-13A**



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: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Mark Fredericks, Senior Planner

Date: September 26, 2023

Subject: Development Agreement: PID 45276441 and 45366986 and 45055167, Payzant Dr, Windsor; File #23-13A

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

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

...that Council gives First Reading and will hold a Public Hearing to consider entering into a development agreement to permit a Community/Recreation Centre on PIDs 45276441 and 45366986 and 45055167 on Payzant Drive in Windsor, in a manner substantively the same as the draft set out in Attachment B of the report File # 23-13 to the Planning and Heritage Advisory Committee dated September 14, 2023.

...that Council requires that the development agreement with Mitch Brison which permits a Community/Recreation Centre on PIDs 45276441 and 45366986 and 45055167 on Payzant Drive in Windsor 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 <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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A completed application was received on May 31, 2023 from Chrystal Fuller of Brighter Community Planning on behalf of the landowner, 3329190 Nova Scotia Ltd (Brison Developments). The planning application was needed to establish a community/recreation centre on PID 45276441, which would repurpose an existing single unit dwelling currently addressed as 187 Payzant Drive, Windsor. Some additional land may also be used from PIDs 45366986 and 45055167 in the final subdivision.

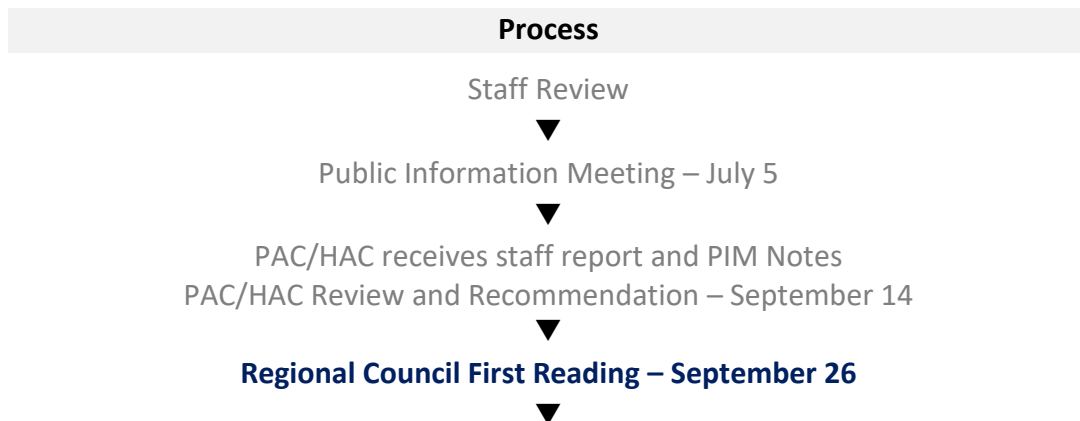
DISCUSSION

A Public Information Meeting was held on July 5, 2023.

On September 14, 2023, staff presented a recommendation report to the Planning and Heritage Advisory Committee (PAC/HAC) (Appendix A). The Committee discussed the conversion of the existing dwelling into a community/recreation centre and staff clarified that a development agreement was the required process to achieve this. Staff also confirmed that the development agreement would require the existing sewer and water laterals to be upgraded to the standards of the Municipal Public Works Department, as the existing laterals may require increased size and relocation to accommodate the proposed use and the intended development surrounding the site. The PAC/HAC recommended in favour of the application at this meeting.

NEXT STEPS

The process for this application is as follows.



Public Hearing & Second Reading – October 24*



Notice of Approval in Local Paper



14-Day Appeal Period

*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

ALTERNATIVES

In response to this application, Council may decide to:

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

APPENDICIES

Appendix A 2023-09-14 Staff Report – Development Agreement: PID 45276441 and 45366986 and 45055167, Payzant Dr, Windsor; File #23-13

CHIEF ADMINISTRATIVE OFFICER REVIEW

I would encourage Council to proceed with first reading to allow for the required public hearing / public feedback to proceed regarding the application. Proceeding and conducting a public hearing will best inform Council prior to the decision-making process surrounding the application when presented through the consideration of second reading.

I support the recommendation.

Report Prepared by: _____
Mark Fredericks, Senior Planner

Report Approved by: _____
Sara Poirier, Director of Planning and Development

Report Approved by:  _____
Mark Phillips, Chief Administrative Officer

**Appendix A – 2023-09-14 Staff Report – Development Agreement: PID 45276441 and 45366986
and 45055167, Payzant Dr, Windsor; File #23-13**



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: _____
Mark Fredericks, Senior Planner

Date: Sept 14, 2023

Subject: Development Agreement: PID 45276441 and 45366986 and 45055167,
Payzant Dr, Windsor; File #23-13

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 motions:

...that PAC/HAC recommends that Council give First Reading and hold a Public Hearing to consider entering into a development agreement to permit a Community/Recreation Centre on PIDs 45276441 and 45366986 and 45055167, Payzant Dr, Windsor, in a manner substantively the same as the draft set out in Attachment B of the report to the Planning and Heritage Advisory Committee regarding File # 23-13 dated September 14, 2023.

...that PAC/HAC recommends that Council require that the development agreement with Mitch Brison 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

A completed application was received on May 31, 2023 from Chrystal Fuller of Brighter Community Planning on behalf of the landowner, 3329190 Nova Scotia Ltd (Brison Developments). The planning application was needed to establish a community/recreation centre on PID 45276441 currently addressed as 187 Payzant Drive, Windsor. Some additional land may also be used from PIDs 45366986 and 45055167 in the final subdivision. This type of use can be considered by Council through a development agreement because the proposed community/recreation centre would not be permitted use (as-of-right) in the underlying residential zoning.

DISCUSSION

PID 45276441 is the primary land area which is approximately 10.5 acres (42,492 sq. m.) in size. The owner intends on using a 2.3 acre portion of the property for the proposed community/recreation centre, while the remainder will be used for a mixture of residential uses to be subdivided into separate lots. The property will also obtain road frontage on Community Way, which is street currently under construction by the owner and will become a public street owned by the Municipality in the future. The 2.3 acre portion intended for the community/recreation centre includes an existing single unit dwelling (187 Payzant Dr). This existing structure is expected to be repurposed for the community/recreation centre and may expand over time to include some of the following amenities:

- a gathering space for social and physical activities
- classroom spaces
- a swimming pool
- a venue for special events
- accessory commercial uses (may include canteens/cafe, fitness related offices/clinics)
- outdoor recreation fields, courts, and walking track

The property is located within the Residential Designation on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS) and zoned Single Unit Residential (R-1) on the Zoning Map (Figure 2) of the Windsor Land Use By-law (WLUB). The Single Unit Residential (R-1) zone permits low density residential uses. The proposed community/recreation centre is not a permitted use.

Surrounding Context

The subject property is adjacent to the Windsor Baptist Church and Avonview High School to the south, and a mixture of residential and vacant land to the north/east/west. These surrounding properties also have a mixture of Institutional and Residential zoning.

The owner is currently developing a new road, Community Way and it is expected that a variety of residential development will occur on this new street. A recently approved development for the corner of Payzant Drive and Community Way permits an 8 storey, 90-unit apartment building. The increasing density in the area may result in some users choosing to walk to and from the proposed community/recreation centre.

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 Bylaw 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.

A development 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.

The draft development agreement in Attachment B includes the ability for the owner to construct a 90-unit apartment building, which was approved earlier in 2023. The amending agreement combines this already approved agreement with the proposed community/recreation centre (additional requirements generally represented in red text). This approach of combining two development agreements was necessary as the proposed uses overlap on larger parcels that cannot be subdivided yet. The subdivision process will be a requirement of the agreement and can be done following the completion of Community Way being transferred to the Municipality as a public street.

The draft amending agreement permits a community/recreation centre with the following requirements, as a summary:

- Parking is to be provided at one parking space per 300 sq. ft. (27.87 sq. m.) of commercial floor area
- Sidewalks are to be provided to the entrance of all main buildings for pedestrian access
- All structures must be setback at least 25 ft. (30.5 m.) from property lines
- Commercial activity is limited to between 7am – 9pm with exceptions for a limited number of special events in the Community/Recreation Centre.

Section 3.3 of the draft development agreement outlines substantive matters of the development agreement. Substantive matters are any items that Council has determined that would significantly alter the intended effect of the development agreement if changed. If a request is received from the developer to change a substantive matter outlined in a development agreement, the request must go through the entire development agreement process, including Public Hearing before Council, prior to Council making a final decision on the proposed amendment. Staff have determined the following items in this draft development agreement are substantive matters:

- the number of units permitted within the apartment building on the Properties as listed in Section 2.1, *Use*;
- the minimum side yard requirements and maximum building height of the apartment building as listed in Section 2.2, *Development Location and Design*;
- the fire safety requirements listed in Section 2.5, *Fire Safety*;
- the hours of operation for the commercial uses as listed in Section 2.11, *Hours of Operation*.

Document Review

WLUB

New institutional and recreation commercial uses can be considered in any designation by development agreement. This type of development agreement is listed in Section 6.1 of the WLUB.

WLUB 6.1 Development Agreements

The following developments may be considered only by development agreement in accordance with the Municipal Government Act and the Municipal Planning Strategy:

...

(n) new institutional uses in any designation in accordance with Policy 11.1.4 of the Municipal Planning Strategy;

(o) new Recreation Commercial uses in any designation in accordance with Policy 11.3.1 of the Municipal Planning Strategy;

WMPS

Part 11.0 of the WMPS contains the overall intention for properties within the Community Use designation and Section 11.1 describes the intention for areas zoned Institutional (I). This section also recognizes that institutional uses can locate in isolated large lots and at other times, institutional uses will be located within residential neighbourhoods. The proposed community/recreation centre is located adjacent to other institutional uses (a church and high

school), is surrounded by existing and future residential development, and is expected to integrate well with its surroundings.

Section 11.3 describes the intention for recreation commercial uses. This section recognizes that recreation commercial uses can often encourage and promote active lifestyles by providing a range of recreation facilities. This section of the MPS enables new recreation commercial uses by development agreement to bring attention to traffic/parking, setbacks, and to give neighboring property owners the opportunity to comment on the proposal.

Specific Criteria

Policy 11.1.4 is the enabling policy for new institutional uses. Policy 11.3.1 is the enabling policy for new recreation commercial uses. Both policies provide Council with the ability to consider the proposed community/recreation centre through a development agreement process. The full list of criteria is included in Attachment A. In summary, the criteria are met since:

- The proposed use is a recreation related facility;
- It will not conflict with neighboring uses and will provide adequate parking and access;
- The use is located near the corner of Payzant Drive and Community Way, both of which are expected to be designated as collector roads in the near future; and
- The lot dimensions and size are adequate to accommodate the proposed uses.

WMPS General Criteria

Policy 16.3.1 establishes the general criteria that must be considered for all development agreement applications. In summary, the proposal meets the criteria as:

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

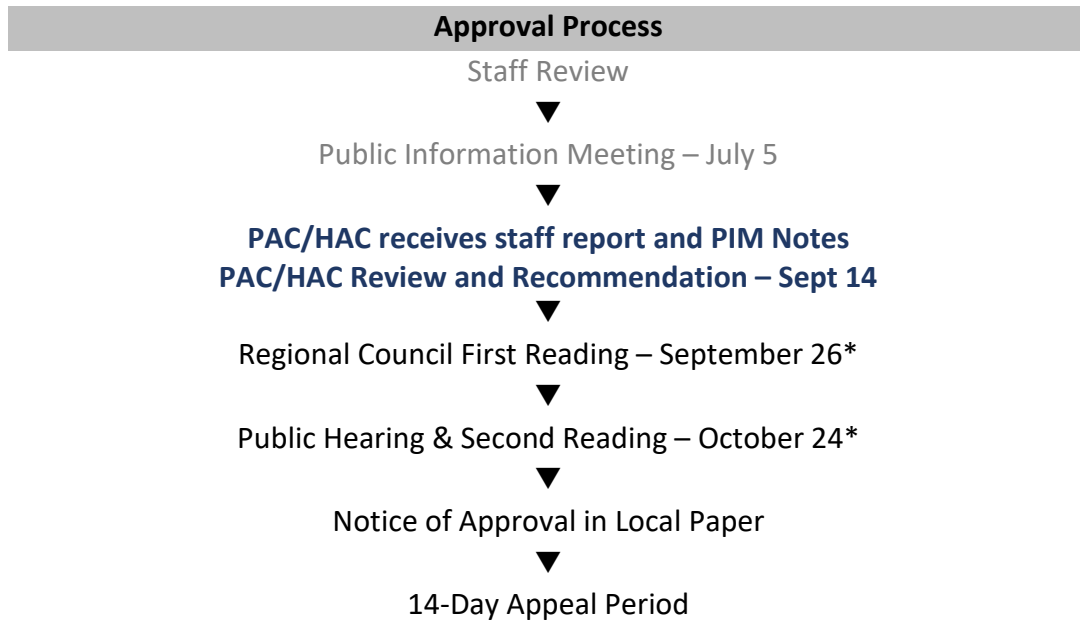
MUNICIPAL CLIMATE CHANGE ACTION PLAN

The Municipal Climate Change Action Plan (MCCAP) Simulated Flooding Extent from Storm Surge and Maximum Flood extent from Climate Change do not show significant risk of storm surge or climate change related flood risk on the subject lot.

Property owners are responsible for ensuring that their lot is suitable for the proposed uses.

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 and policies of the WMPS. The development agreement meets the specific and general criteria. As a result, it is reasonable to permit a development agreement for the proposed community/recreation centre in the proposed location.



*anticipated dates; final dates set by Council

FINANCIAL IMPLICATIONS

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

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; or
- 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	Policy Summary for Development Agreement
Attachment B	Draft Development Agreement
Attachment C	Public Information Meeting Notes

Report Prepared by: _____
Mark Fredericks, Senior Planner

Report Reviewed by: _____
Sara Poirier, Director of Planning and Development

Figure 1
Windsor GFLUM Extract

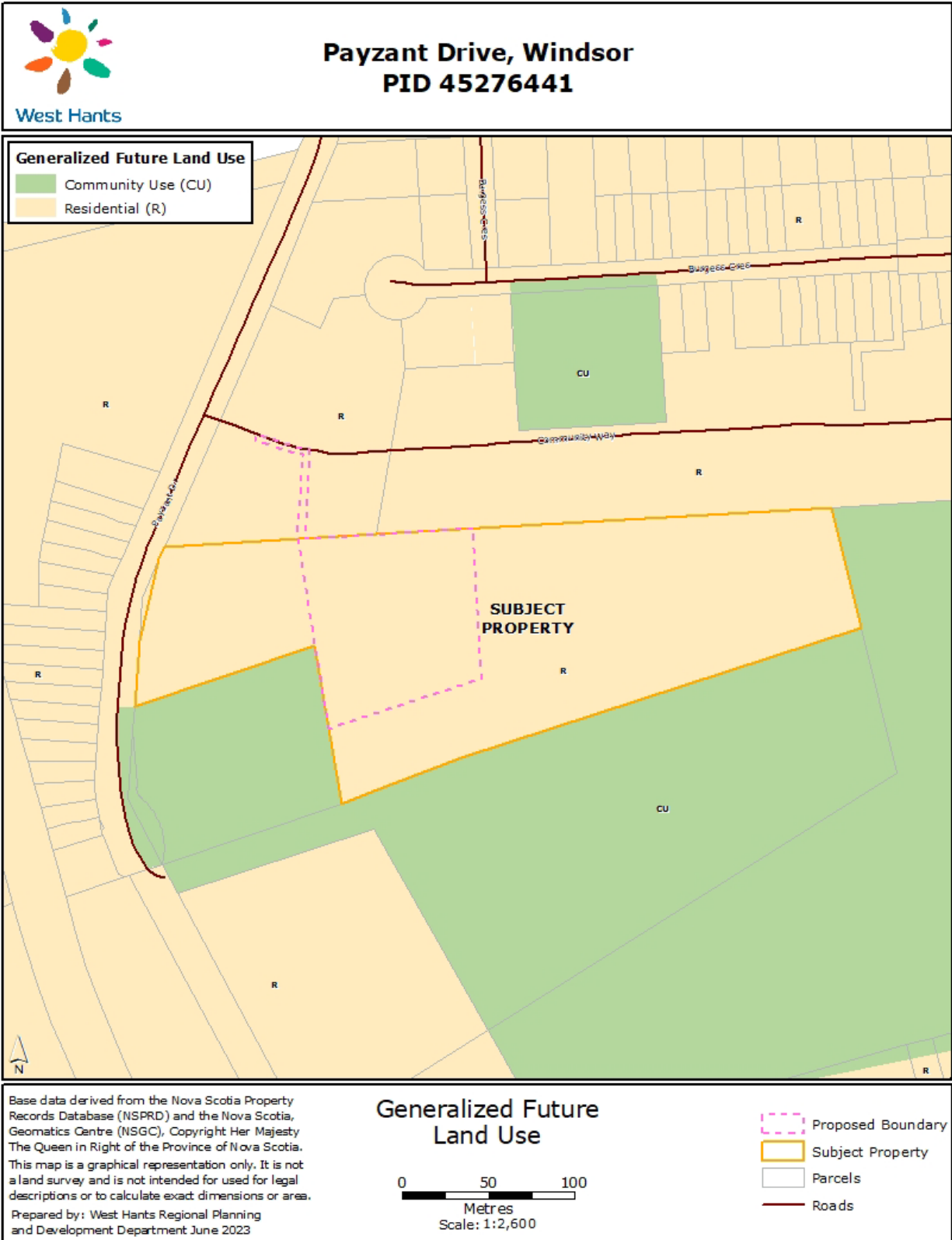
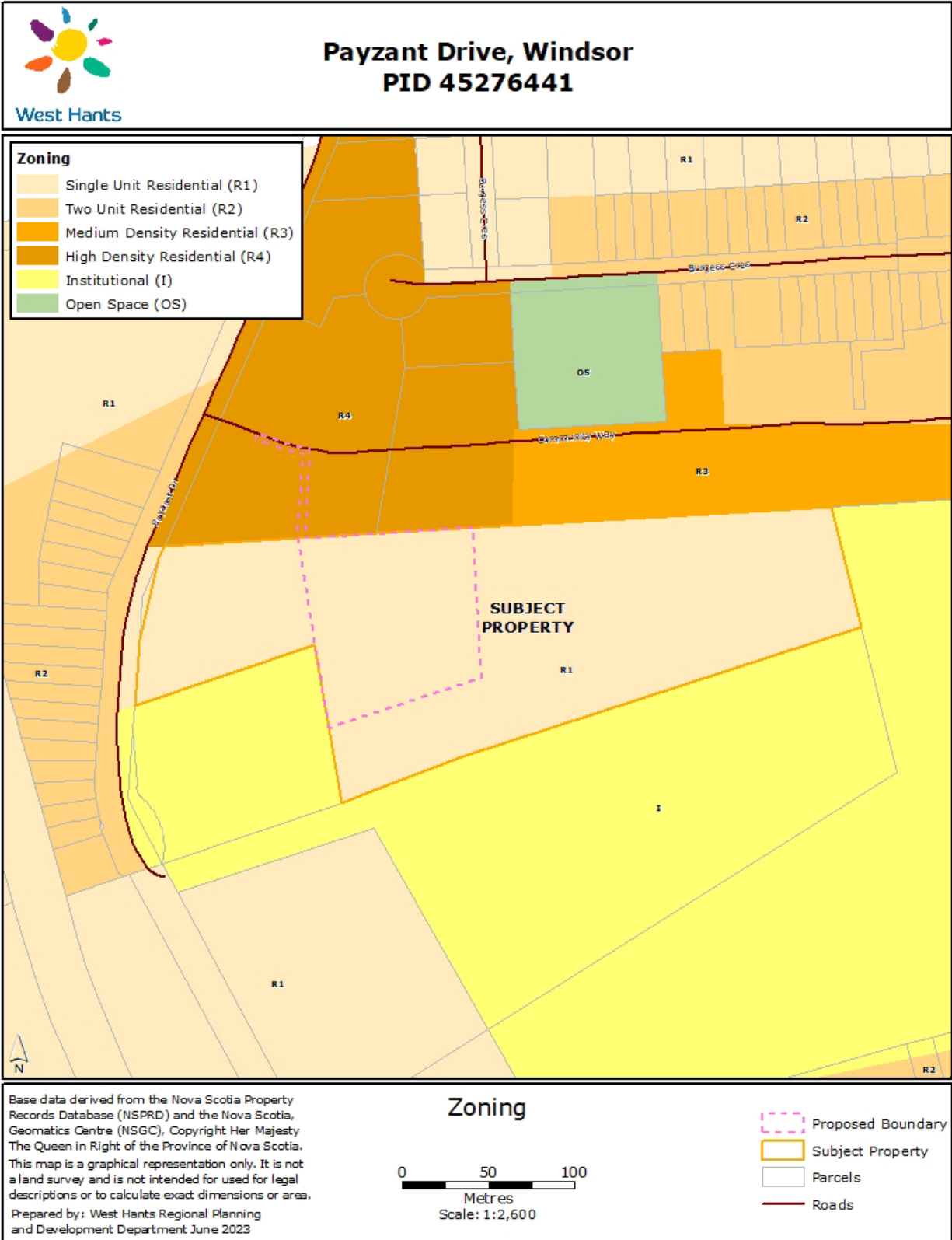


Figure 2
Windsor Zoning Map Extract



Attachment A
Policy Summary for Development Agreements

West Hants Municipal Planning Strategy

Policy 11.1.4 It shall be the policy of Council to consider new institutional uses in any designation by development agreement subject to the following:

CRITERIA	COMMENT
<i>(a) the proposed use will not conflict with neighbouring uses;</i>	The proposed use is intended and expected to be complimentary to neighbouring uses which include a church, high school and a mixture of residential development. The area is also growing with new streets under construction which are expected to accommodate low to medium density residential buildings.
<i>(b) the noise and traffic generation of the proposed use is not excessive in relation to the existing development pattern of the area;</i>	The Municipal Traffic Authority commented that the proposal would not generate excessive traffic.
<i>(c) the use fronts on an arterial or collector road or on a street which has direct access to an arterial or collector road;</i>	The proposed use is intended to have road frontage on Community Way, which is a road currently under construction and is expected to function as and be designated as a collector street in the future. The access is also close to the intersection with Payant Drive which is partly designated as a collector road.
<i>(d) the development is served by municipal water and sewer services;</i>	The Municipal Public Works Engineering Division confirmed that central sewer and water services are available at this location. The draft development agreement requires connection to these services in compliance with the requirements of the Municipal Services Specifications Manual.
<i>(e) any structure will be architecturally compatible with neighbouring structures and if the proposed development is located in an Architectural Design Control District, the architectural design of the development is reasonably consistent with the provisions of the Architectural Design Manual;</i>	The proposal re-purposes an existing structure which can expand in size/height and is consistent with surrounding residential zoning. The lot is not within an Architectural Design Control District.

<i>(f) adequate open space, landscaping, buffering and separation distances will be provided;</i>	The draft development agreement enables outdoor recreational open-space and requires setbacks that ensure adequate separation.
<i>(g) any other matter which may be addressed by development agreement; and</i>	No additional requirements considered.
<i>(h) the provisions of Policy 16.3.1.</i>	Reviewed below.

Policy 11.3.1 It shall be the policy of Council to consider the establishment of Recreation Commercial uses by development agreement in any designation subject to the following criteria:

CRITERIA	COMMENT
<i>(a) the proposed use is a campground, golf course, driving range, or similar recreation facility which is open to the public and privately owned;</i>	The proposed use is a community/recreation centre which may include a gym, swimming pool, and walking track that is available to the public via a membership.
<i>(b) the use shall not include race tracks, motocross courses, or other establishments which require the continued or frequent use of motor vehicles;</i>	The development agreement does not include any frequent use of motor vehicles.
<i>(c) neighbouring uses will not be adversely affected as a result of traffic generation, hours of operation, noise, dust or other impacts;</i>	The proposed use is not expected to adversely impact neighbouring uses. The hours of operation will limit the frequency of use past 9pm and prohibits any outdoor amplification, to help minimize noise impacts.
<i>(d) the lot dimensions, parking and structures are adequate for the use at proposed capacity;</i>	The Development Officer did not indicate any concerns with the lot dimensions or parking requirements outlined in the draft development agreement.
<i>(e) the proposed use has frontage on an arterial road;</i>	The proposed use is intended to have road frontage on Community Way, which is a road currently under construction and is expected to function as and be designated as a collector street

	in the future. The access is also close to the intersection with Payant Drive which is partly designated as a collector road.
<i>(f) adequate landscaping, fencing or buffering, and separation distances will be provided;</i>	The draft development agreement requires setbacks that ensure adequate separation.
<i>(g) the development is served by municipal water and sewer services;</i>	The Municipal Public Works Engineering Division confirmed that central sewer and water services are available at this location. The development agreement requires connection to these services in compliance with the requirements of the Municipal Services Specifications Manual.
<i>(h) any other matter which may be addressed by development agreement; and</i>	All other requirements have been considered elsewhere in this report.
<i>(i) the provisions of Policy 16.3.1.</i>	Reviewed below.

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:

<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 Municipal Public Works Engineering Division confirmed that central sewer and water services are available at this location. The development agreement requires connection to these services in compliance with the requirements of the Municipal Services Specifications Manual.
<i>(ii) the adequacy of school facilities;</i>	Not applicable as the proposal does not include any residential units.
<i>(iii) the adequacy of fire protection;</i>	The Manager of Building and Fire Inspection Services has no issues with fire protection for the proposed uses. The local Fire Chief has stated that there is adequate fire protection for the proposed use and they have no concerns.

<i>(iv) the adequacy of road networks adjacent to, or leading to the development; and</i>	The Municipal Traffic Authority has no concerns regarding the road networks adjacent or leading to the development.
<i>(v) the financial capacity of the Town to absorb any costs relating to the development.</i>	There are no anticipated costs to the Municipality regarding this development.
<i>(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic</i>	The Municipal Traffic Authority has no concerns regarding movement suitability on the subject lot. There are adequate sidewalks leading to the site on Payzant Drive and proposed on Community Way. Additional sidewalks are required within the development. There is no active rail transportation in the vicinity.
<i>(c) the adequacy of the dimensions and shape of the lot for the intended use</i>	The Development Officer commented that the subject lot is suitable for this proposal.
<i>(d) the pattern of development which the proposal might create;</i>	The Development Officer has no concerns regarding the pattern of development.
<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>	The site and surrounding area appear suitable for the proposed development.
<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>	All Municipal, Provincial, and Federal regulations will have to be met.
<i>(g) any other matter required by relevant policies of this Strategy.</i>	All relevant matters have been addressed in this report.

Attachment B
Draft Development Agreement



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2023.

BETWEEN:

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

(Hereinafter referred to as the “Municipality”)

OF THE FIRST PART

- and -

3229190 NOVA SCOTIA LIMITED a body corporate, with a head office at 99 Windsor Street, Windsor, in the County of Hants, Province of Nova Scotia,

(Hereinafter referred to as the “Owner”)

OF THE SECOND PART

WHEREAS the Owner is the registered owner of parcels of land located on Payzant Drive, PID 45276441 and 45366986 and 45055167, hereinafter referred to as the “Properties”, which lands are more particularly described in Schedule A attached hereto; and

WHEREAS PID 45276441 is designated Residential on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned Single Unit Residential (R-1) on the Zoning Map of the Land Use By-law; and

WHEREAS PID 45366986 is designated Residential on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned High Density Residential (R-4) on the Zoning Map of the Land Use By-law; and

WHEREAS the Owner has a development agreement for PIDs 45276441 and 45366986 approved by Council on May 23, 2023 permitting up to 90 apartment units and up to 10,000 sq. ft. of commercial space within an eight (8) storey apartment building on the Properties (the “Apartment Development area”) and wishes to amend it by adding an additional permitted use on a portion of the Properties (including also PID 45055167) beyond the site plan for that development agreement; and

WHEREAS PID 45055167 is designated Residential on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned High Density Residential (R-4), Medium Density Residential (R-3), and Two Unit Residential (R-2) on the Zoning Map of the Land Use By-law; and

WHEREAS the Owner has requested that the Municipality enter into a new amended development agreement replacing the previously approved one to additionally permit a community/recreation centre with indoor and outdoor recreation uses on the Properties (the “Community/Recreation Centre Development area”); and

WHEREAS Policy 11.1.4 of the Municipal Planning Strategy and Section 6.1 (n) of the Land Use By-law enable Council to consider entering into a development agreement to allow new institutional uses in any designation and Policy 11.3.1 of the Municipal Planning Strategy and Section 6.1 (o) of the Land Use By-law enable Council to consider entering into a development agreement to allow new Recreation Commercial uses in any designation; and

WHEREAS the Council of the Municipality, at a meeting held on **Month Day**, 2023, approved this request and adopted this replacement Agreement by policy, subject to the execution of this development agreement by the parties hereto;

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) “Active Construction” means that the Owner has active development and building permits for the construction of the apartment building and the associated parking podium, and that construction activity including but not limited to equipment, machinery, and employees, are on-site working towards the necessary building inspections leading to an occupancy permit.
- (b) “Commencement” means the date the Owner begins Active Construction on the apartment building within this Agreement as permitted by an issued development and building permit;
- (c) “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; and
- (d) “Parking podium” means a concrete structure constructed at least partially under a building or underground that provides parking spaces to the uses within the attached building.
- (e) “Community/Recreation Centre” means a structure and site intended to provide a gathering place for social, educational, and recreational opportunities including but not limited to indoor recreation facilities and outdoor recreation facilities useable by members of the centre or the public, and may include a variety of accessory commercial, institutional and recreational uses.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan – Development Areas

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 by-laws;
- (b) *Land Use By-law* means the Land Use By-law of the Town of Windsor, approved on August 23, 2005, as amended, or successor by-laws;
- (c) *Subdivision By-law* means the Subdivision By-law of the Town of Windsor, approved on January 24, 2012, as amended, or successor by-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

The Parties agree that uses on the Properties shall be limited to the following and located within the respective development areas as illustrated on Schedule B - Site Plan - Development Areas:

- (a) those uses permitted by the underlying zoning in the Land Use By-law;
- (b) an eight (8) storey apartment building containing up to 90 apartment units and up to 10,000 sq. ft. (929.03 sq. m.) of Commercial Floor Area on the ground floor for commercial uses which shall be limited to the following:
 - Arts and crafts studios including photography
 - Banks and financial institutions
 - Clubs and community organizations
 - Commercial schools
 - Day care centres, licensed or non-licensed
 - Dry cleaning and laundry establishments
 - Entertainment, recreation and assembly uses
 - Offices
 - Repair and rental establishments
 - Restaurants, excluding drive-through restaurants
 - Retail stores including pharmacies
 - Service and personal service shops
 - Veterinary clinics and animal hospitals; and
 - underbuilding, underground and surface parking for the uses within the building.
- (c) A Community/Recreation centre that may include any of the following main uses and accessory uses:
 - Accessory commercial, institutional and recreational uses
 - Any institutional use which is incorporated under the Societies Act
 - Business and professional offices
 - Churches and associated halls
 - Colleges, universities and schools, including school dormitories
 - Commercial School
 - Community centres
 - Community service clubs and organizations
 - Homes for special care
 - Indoor and outdoor recreation uses, including but not limited to gyms, pools, tennis courts, sports fields, walking tracks and associated club houses.

- Libraries, museums, and art galleries
- Medical clinics
- Meeting rooms
- Special events including but not limited to weddings and birthday parties
- Tourist bureaus

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 – Apartment Development

- (a) The **Apartment 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 provided the side yards are not decreased. Changes to the Site Plan may also be approved in writing in accordance with reports generated in Section 2.7, *Site Drainage*, of this Agreement provided the side yards are not decreased.
- (c) The apartment building shown on the Site Plan in Schedule B shall be limited to a maximum of 90 dwelling units and up to 10,000 sq. ft. (929.03 sq. m.) of Commercial Floor Area on the ground floor. The building may include underground and underbuilding parking and shall conform to the following requirements with all setbacks measured from the boundaries of the Apartment Development Area and “Lot” being deemed to be a reference to that Development Area:

Minimum Lot Size	3 acres
Minimum Lot Frontage	100 ft. (30.48 m.)
Minimum Front Yard	35 ft. (10.67 m.)
Minimum Rear Yard	35 ft. (10.67 m.)
Minimum Side Yard	15 ft. (4.57 m.) or one-half the height of the building whichever is greater
Maximum Storey of Main Building	8 storeys
Maximum Building Height	80 ft. (24.38 m.)
Maximum Height of Accessory Building	15 ft. (4.57 m.)

- (d) The parking podium shall not be located closer than 15 ft. (4.57 m.) from any external lot line whether or not the parking podium is visible above ground.

- (e) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (f) A minimum of 13,500 sq. ft. (1,254 sq. m.) of usable recreation space as outlined in Section 2.8, *Recreational Space*, shall be required.
- (g) The Owner shall keep all undeveloped areas of the Properties landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

2.3 Development Location and Design – Community/Recreation Centre

- (a) The Community/Recreation Centre Development location and design shall be generally consistent with the site plan shown in Schedule B, though the structure may deviate from the building form illustrated in Schedule B, provided the setbacks in 2.3 (b) can be met and provided that it remains within the Community/Recreation Centre Development Area as shown on Schedule B. The existing Single Unit Dwelling (currently addressed as 187 Payzant Dr) shall be re-purposed with renovations, additions and expansions as needed to provide for the services and amenities of the facility which may change over time.
- (b) The Community/Recreation Centre shown on the Site Plan in Schedule B shall conform to the following requirements with all setbacks measured from the boundaries of the Community/Recreation Centre Development Area as shown on Schedule B and “Lot” being deemed to be a reference to that Development Area:

Minimum Lot Size	2 acres
Minimum Lot Frontage	100 ft. (30.48 m.)
Minimum Front Yard	25 ft. (7.62m.)
Minimum Rear Yard	25 ft. (7.62m.)
Minimum Side Yard	25 ft. (7.62 m.)
Maximum Building Height	35 ft. (10.67 m.)
Maximum Height of Accessory Building	25 ft. (7.62 m.)

- (c) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (d) The Owner shall keep all undeveloped areas of the Properties 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 **both Development areas** in general conformance with the driveways shown on Schedule B.
- (b) The driveways shown on Schedule B shall be constructed a minimum of 100 ft. (30.48 m.) from a street intersection. The driveways 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) The Owner agrees that it will seek and obtain approval in writing from the Municipality before any other driveway from the Development is connected to Payzant Drive or any other public road.
- (d) A 5 ft. (1.52 m.) wide pedestrian walkway shall be provided from the sidewalk on Payzant Drive and Community Way to the main entrances of **all main buildings**. The pedestrian walkways shall be constructed so as to create a stable surface and may use permeable construction materials to assist with stormwater retention.

2.5 Parking - Apartment Development

- (a) All parking spaces for vehicles using the Properties shall be located on the properties and shall be generally located as shown on Schedule B.
- (b) A minimum of one (1) parking space shall be provided per dwelling unit and a minimum of one (1) parking space shall be provided for every 500 sq. ft. (46.45 sq. m.) of Commercial Floor Area dedicated to commercial uses on the Properties.
- (c) Parking may be provided either underbuilding, underground or outside at grade.
- (d) 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.
- (e) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m) wide.
- (f) 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 Parking - Community/Recreation Centre

- (a) All parking spaces for vehicles using the Properties shall be located on the properties and shall be generally located as shown on Schedule B.
- (b) A minimum of one (1) parking space shall be provided for every 300 sq. ft. (27.87 sq. m.) of Commercial Floor Area dedicated to commercial uses on the Properties.
- (c) Parking may be provided either underbuilding, underground or outside at grade.
- (d) 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.
- (e) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m) wide.
- (f) The number of parking spaces may be varied in writing by the Development Officer in accordance with Section 2.13, *Variance*, of this Agreement.

2.7 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 Properties by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.8 Recreational Space

A minimum of 13,500 sq. ft. (1,254 sq. m.) of usable recreational space shall be provided on the Properties for the **Apartment Development** and may include:

- (a) individual balconies; and
- (b) common use landscaped areas.

2.9 Site Drainage

The Owner shall undertake all construction activities in accordance with an erosion and sedimentation control plan prepared by a Professional Engineer, unless otherwise directed by Nova Scotia Environment, and also agrees to assume sole responsibility for compliance with all regulations of Nova Scotia Environment.

2.10 Servicing

(a) Waste Collection

- (i) No Municipal garbage collection will be provided to **the developments**. The Owner shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from **the developments**.
- (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) **All main buildings** 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 Properties.

(c) Snow Plowing

The Owner shall have sole responsibility for snow plowing for **the developments**.

2.11 Maintenance

- (a) The Owner shall keep the Properties 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 driveways to a level adequate to allow for access by emergency services vehicles.

2.12 Signs and Lighting

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

2.13 Hours of Operation

The hours of operation for the commercial uses within this Development shall be limited to between 7:00 a.m. and 9:00 p.m. daily, inclusive.

Exceptions to exceed these hours to 11:59pm on Fridays and Saturdays shall be permitted for special events held in the Community/Recreation Centre, to a maximum of 12 occurrences per calendar year, provided the activity is generally contained within a building and no amplified audio is broadcast outside.

2.14 Subdivision

- (a) Subdivision of the properties shall be permitted in accordance with the applicable Subdivision By-law. No additional parkland or parkland fees shall be required for subdivision or consolidation of the properties subject to this agreement.
- (b) Subdivision must occur in general conformance with the development areas as illustrated in Schedule B, prior to the Development Permit being issued for the Apartment Building or for any development upon, or change of use for, the Community/Recreation Centre Development Area.
- (c) Any lot(s) subdivided from the portions of PID 45276441 and 45366986 and 45055167 that are included in the development areas shown on Schedule B shall no longer be subject to this Agreement.

2.15 Variance

In accordance with Section 5.40 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) floor area occupied by a home-based business.

PART 3 CHANGES AND DISCHARGE

3.1 The Owner shall not vary or change the number of units within the apartment building on the Properties 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 this Agreement.

3.3 The following matters are substantive matters:

- (a) the number of units permitted within the apartment building on the Properties as listed in Section 2.1, *Use*;
- (b) the minimum side yard requirements and maximum building height of the **apartment** building as listed in Section 2.2, *Development Location and Design*;
- (c) the fire safety requirements listed in Section 2.5, *Fire Safety*;
- (d) the hours of operation for the commercial uses as listed in Section 2.11, *Hours of Operation*.

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 Properties; or
- (b) the Municipality for the purpose of creating or expanding any municipally owned facility or infrastructure in or over the Properties;

registration of the deed reflecting the conveyance shall be conclusive evidence 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 Properties.

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) after subdivision of the development areas, at the discretion of the Municipality, with or without the concurrence of the Owner, where the apartment

development or the community/recreation centre development, 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 Properties is in accordance with the 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 Properties until the Municipality has issued any development permit, building permit and/or occupancy permit that may be required. The date of commencement will be determined as the date the Owner begins Active Construction on the building within this Agreement as permitted by an issued development and building permit.
- (b) Active Construction 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 by resolution of Council in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of **either development** without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owner is bona fide delayed from commencing development within **either Development area** 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.

4.2 Material to be Provided

- (a) The Owner shall provide record drawings to the Development Officer for any portion of **either 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 Properties (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.
- (c) Enforcement of this agreement shall be the responsibility of the Municipality. The agreement shall be administered by the Development Officer for the Municipality.

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 Schedule 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 Properties for the **Developments** 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 **Developments**.
- (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 Mitchell W. Brison, 99 Water Street, P.O. Box 280, Windsor, NS, B0N 2T0, or at any other address provided in writing or email 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 in writing or email by the Municipality to the Owner.

5.10 Full Agreement

This Agreement replaces and discharges the development agreement dated Month Day, 2023 between the West Hants Regional Municipality and Mitch Brison recorded at the Registry of Deeds in Hants County, Nova Scotia on Month Day, Year in Book XXXX at pages XXXX as document #XXXX, 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:

Witness

Witness

Witness

) **WEST HANTS REGIONAL**

) **MUNICIPALITY**

)

)

Per: _____

) Abraham Zebian, Mayor

)

) Per: _____

) Deanna Snair, Municipal Clerk

)

) **3229190 NOVA SCOTIA LIMITED**

)

Per: _____

) Mitchell W. Brison, President

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

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

A Commissioner of the Supreme Court of Nova Scotia

**PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS**

ON THIS day of , A.D. 2023, before me, the subscriber, personally came and appeared , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL**

MUNICIPALITY, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in _____ presence.

A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

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

A Commissioner of the Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY

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

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

4. The Municipality is resident in Canada for the purposes of the Income Tax Act (Canada).

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

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Mitchell W. Brison, Nova Scotia, make oath and say that:

1. I Mitchell W. Brison of **3229190 NOVA SCOTIA 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 _____, 2023
the Deponents came before me, made oath,
and swore the foregoing affidavit at
_____, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

MITCHELL W. BRISON, President

**Schedule A
Legal Description**

PID 45276441

Location: Windsor

Designation of Parcel on Plan: Lot PB-2

Title of Plan: Plan of Resurvey Lot PB-2 Lands Conveyed to Nova Scotia Farm Loan Board

Registration County: Hants

Registration Reference of Plan: 7755

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

PID 45366986

Place Name: PAYZANT DRIVE WINDSOR

Municipality/County: TOWN OF WINDSOR/HANTS COUNTY

Designation of Parcel on Plan: LOT 77AB

Title of Plan: PLAN OF SURVEY OF LOT 77AB, S/D OF LOT 77 & PORTION OF REMAINDER OF LOT AX, LANDS CONVEYED TO ANAHID INVESTMENTS LTD, PAYZANT DRIVE & BURGESS CRESCENT, WINDSOR

Registration County: HANTS COUNTY

Registration Number of Plan: 86093482

Registration Date of Plan: 2006-09-11 11:44:07

PID 45055167

ALL THAT parcel of land situate in the Town of Windsor, County of Hants, Province of Nova Scotia and shown as Lot A and X (approved as an addition to lot A) on a plan of subdivision of Tregothic Heights, Windsor, Nova Scotia, prepared by V.E. Swinamer Surveying Limited dated May 22, 1975, approved by the Town of Windsor on November 1, 1978 as plan 78-6 and filed with the Registrar of Deeds for the County of Hants as P2342 and more particularly described as follows:

BEGINNING at a point where the eastern boundary of Burgess Street intersects the southern boundary of Underwood Street and at the northwest corner of Lot 44 as shown on the plan;

THENCE on a bearing S19 degrees 28.5 minutes W along the western boundary of Lot 44 a distance of 125 feet to an iron bar;

THENCE on a bearing S71 degrees 37.6 minutes E along the southern boundaries of Lot 44 to 34 inclusive a distance of 893.35 feet to the southeastern corner of Lot 34;

THENCE on a bearing N17 degrees 27.1 minutes E along the eastern boundary of Lot 34 a distance of 125.01 feet to an iron bar located at the northeast corner of Lot 34 and the

southern boundary of Underwood Street:

THENCE in a southeasterly direction along the southern boundary of Underwood Street on a bearing S72 degrees 32.9 minutes E a distance of 18.64 feet to a point;

THENCE southeasterly along the southern boundary of Underwood Street on a bearing S74 degrees 57.4 minutes E a distance of 31.39 feet to an iron bar located at the northwest corner of Lot 33 as shown on the plan;

THENCE on a bearing S17 degrees 27.1 minutes W along the Western boundary of Lot 33 a distance of 100.09 feet to an iron bar marking the southwest corner of Lot 33;

THENCE southeasterly along the southerly boundaries of Lots 33 to 29 inclusive on a bearing S74 degrees 57.4 minutes E a distance of 256.89 feet to an iron bar marking the southeast corner of Lot 29;

THENCE on a bearing N15 degrees 2.6 minutes E along the Eastern boundary of Lot 29 a distance of 100 feet to an iron bar marking the northeast corner of Lot 29;

THENCE in a southeasterly direction along the southern boundary of Underwood Street on a bearing S74 degrees 57.4 minutes E a distance of 66 feet to a point marking the northwest corner of Lot 28 as shown on the plan;

THENCE on a bearing S15 degrees 2.6 minutes W along the western boundary of Lot 28 a distance of 100 feet to a point marking the southwest corner of Lot 28 as shown on the plan;

THENCE on a bearing S74 degrees 57.4 minutes E a distance of 190.25 feet to a point;

THENCE on a bearing S46 degrees 25.5 minutes W along the Town of Windsor, Municipality of West Hants boundary line a distance of 575 feet to a point;

THENCE on a bearing N43 degrees 34.5 minutes W a distance of 130 feet to a point;

THENCE on a bearing S46 degrees 25.5 minutes W a distance of 264.56 feet to a point;

THENCE on a bearing N71 degrees 37.6 minutes W a distance of 1,850.50 feet to a point on the eastern boundary of Hospital Drive as shown on the plan;

THENCE in a northeasterly direction along the eastern boundary of Hospital Drive on a bearing N45 degrees 30.8 minutes E a distance of 500.23 feet to a point being the southwesterly corner of Lot 47 as shown on the plan;

THENCE on a bearing S44 degrees 29.2 minutes E along the southern boundary of Lot 47 a distance of 105.00 feet to a point;

THENCE on a bearing N45 degrees 30.8 minutes E a distance of 61.23 feet to a point on the southern boundary of a 25 foot wide sewer easement as shown on the plan;

THENCE on a bearing S74 degrees 44.2 minutes E along the southern boundary of the sewer easement a distance of 60.05 feet to a point in the arc of a curve;

THENCE northerly, northeasterly, easterly and southeasterly along the arc of a curve having a radius of 61 feet a distance of 199.44 feet to a point being the southeasterly corner of Lot 47 and southwesterly corner of Lot 48 as shown on plan;

THENCE northeasterly along the eastern boundary of Lot 47 on a bearing N19 degrees 28.5 minutes E a distance of 140.00 feet to an iron bar located at the northeasterly corner of Lot 47 and the southwesterly corner of Lot 45 as shown on the plan;

THENCE on a bearing S71 degrees 37.6 minutes E along the southern boundary of Lot 45 a distance of 90 feet to an iron bar;

THENCE northeasterly along the eastern boundary of Lot 45 on a bearing N19 degrees 28.5 minutes E a distance of 110.96 feet to an iron bar located at the northeast corner of Lot 45 and on the southern boundary of Underwood Street;

THENCE in a southeasterly direction along the southern boundary of Underwood Street on a bearing S70 degrees 31.5 minutes E a distance of 50 feet to the place of beginning.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THAT portion of Burgess Street outlined in yellow on the plan and deeded to the Town of Windsor by Irven Burgess and Ann Burgess by deed dated January 12, 1979 filed as Registry Plan Number 2031.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THAT lot of land shown as parkland and outlined in green on the plan which was conveyed by Irven Burgess and Ann Burgess to the Town of Windsor by deed dated January 12, 1979 filed as Registry Plan Number 2031.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THOSE lots of land shown on a plan of lands of Victor Holdings Ltd. prepared by Frank Longstaff Surveying Ltd., known as lots 48, 49A, 49-57, 66-68, 68A and 69 filed as Registry Plan Number 5903.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THAT lot of land shown on the aforesaid plan and designated Burgess Street Extension filed as Registry Plan Number 5903.

SAVE AND EXCEPTING THEREOUT AND THEREFROM:

THOSE lots of land shown on a plan showing Tregothic Heights Subdivision dated May 22, 1975, revised April 29, 1978 and being lots 74, 75, 76, and 77 filed as Registry Plan Number 2343.

ALSO SAVING and EXCEPTING Lots 201 to 225, inclusive; Parcel P-1; Parcel FD-1, Parcel BC-1 and Parcel WW-2 as shown on registered Plan No. 84603233

TOGETHER with an easement/right of way in favour of the Town of Windsor for drainage purposes, as more particularly described in an easement recorded as document number 84796607, and shown on said plan.

SAVING and EXCEPTING Parcel AB as shown on registry Plan No. 86093482

SAVING and EXCEPTING Parcel E and Parcel F as shown on Registered Plan No. 121073671 recorded in the Land Registration Office for Hants County.

AND ALSO Parcel D as shown on Registered Plan No. 121073671 recorded in the Land Registration Office for Hants County.

SAVING AND EXCEPTING all that lot of land situate at Garlands Crossing being a portion of Lot 1-B shown on Registry Plan No. 122521256, prepared by Alderney Surveys Limited, dated February 25, 2023, bounded and described as follows:

COMMENCING at the southeast corner of Lot 220 located on the south side of Burgess Crescent and the west side of Fraser Drive;

THENCE in a northerly direction along the east side of Lot 220 to Fraser Drive;

THENCE southeasterly along Fraser Drive and Lot 225 to the southeastern corner of Lot 225;

THENCE S23 19' 35"W to the northeast corner of a lot of land conveyed by Wanda Elaine Donelle to 3229190 Nova Scotia Limited by deed dated April 29, 2021;

THENCE northwesterly along the said lot formerly of Donelle to its northwest corner;

THENCE southwesterly along the west side of the said Donelle lot to its southwest corner;

THENCE northeasterly to the southeast corner of the said Donelle lot;

THENCE S23 19' 21"W 167.82' to the northeast side of Lot 26, located on the northeast side of Community Way;

THENCE N36 58' 02"W 76.80 feet to a survey marker at the northern corner of Lot 27;

THENCE S53 01' 58"W 120' to the northeast side of Community Way;

THENCE N36 58' 02"W 89.28' to a survey marker;

THENCE N52 37' 42"E 125.61' to a survey marker; and

THENCE N10 44' 42"E 240.78' to the place of beginning.

SAVING AND EXCEPTING Lot 1-C shown on Registry Plan No. 122521256, prepared by Alderney Surveys Limited, dated February 25, 2023.

SAVING and EXCEPTING Lot 1-C as shown on registered Plan No. 122521256 at the Land Registration Office for Hants County.

*** 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

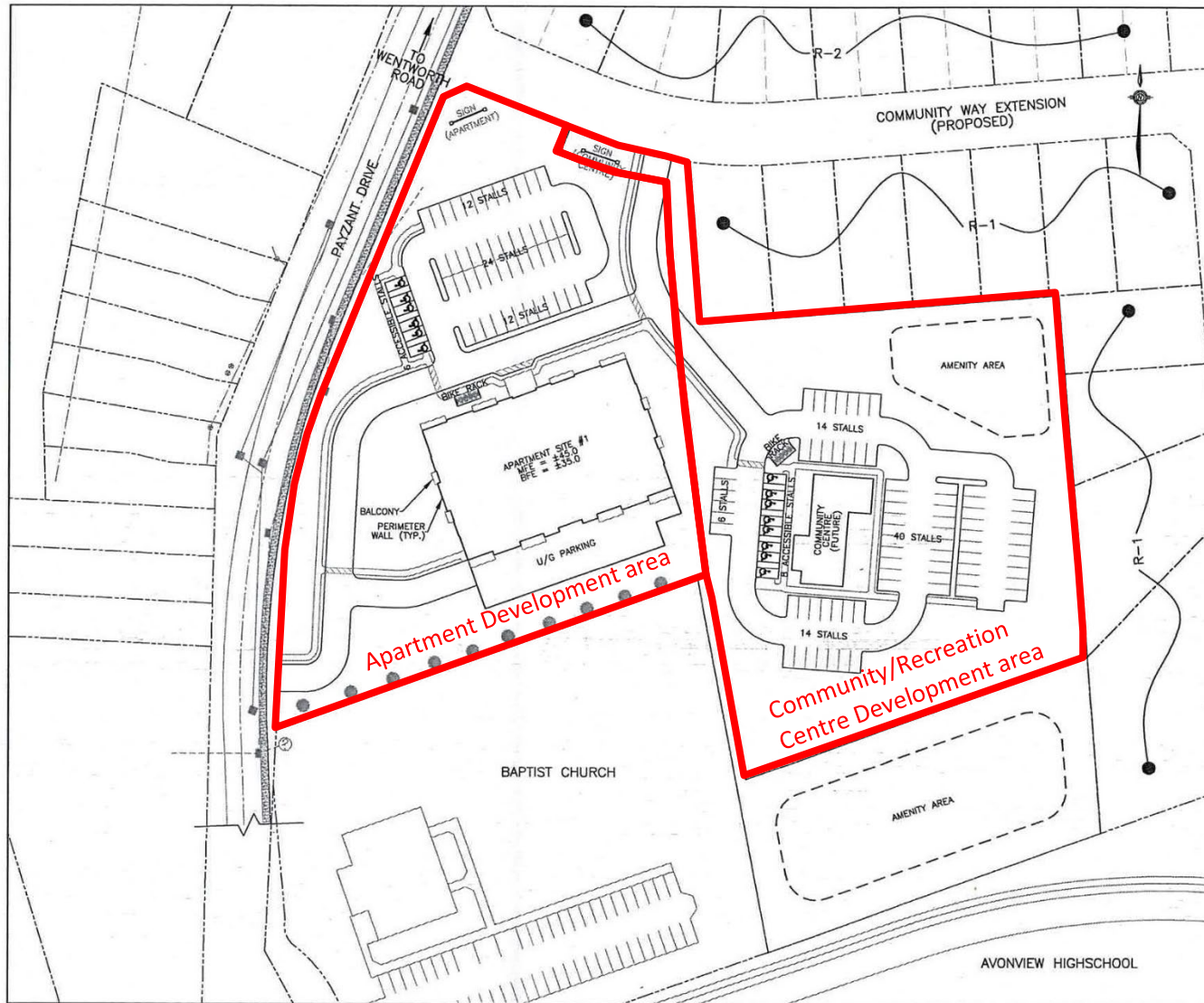
Registration District: HANTS COUNTY

Registration Year: 2023

Plan or Document Number: 122521256

NEW DESCRIPTION FOR REMAINING LANDS - LOT AX-R1 AS CREATED BY PLAN OF SUBDIVISION.

Schedule B
Site Plan – Development Areas



Attachment C
Public Information Meeting Notes
July 5 – July 20, 2023
Development Agreement – 187 Payzant Drive, Windsor

Meeting date and time	A Public Information Meeting was held on July 5, 2023 beginning at 6 p.m. in Council Chambers at 76 Morison Drive, Windsor. The meeting was broadcast live on the Municipal Facebook page.
Attending	<p>In attendance:</p> <p>One (1) Councillor:</p> <ul style="list-style-type: none"> • Councillor Ivey (Chair) <p>Five (5) members of staff:</p> <ul style="list-style-type: none"> • Chief Administrative Officer, Mark Phillips • Director of Planning and Development, Sara Poirier • Senior Planner, Mark Fredericks • Planner, Alex Dunphy • Planning Administrative Assistant, Vanessa Lake <p>Applicant:</p> <ul style="list-style-type: none"> • Chrystal Fuller <p>Two (2) members of the public attended the meeting in-person.</p>
<p>Applicant Chrystal Fuller on behalf of Mitch Brison, 3229190 Nova Scotia Limited</p> <p>Property 187 Payzant Drive PID 45276441</p>	<p>Senior Planner Mark Fredericks outlined the request to establish a Community/Recreation Centre at PID 45276441 on Payzant Drive in Windsor.</p> <p>A formal presentation was made by Chrystal Fuller of Brighter Community Planning on behalf of the applicant.</p>
Comments	Comments from the public could be submitted to Senior Planner Fredericks by mail, e-mail, and telephone between July 5 – July 20, 2023. No comments from the public were received during the comment period.
Adjournment	The meeting was adjourned at 6:18 p.m.