WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐

To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Alex Dunphy, Manager of Planning

Date: October 27, 2026

Subject: Development Agreement Amendment: 132 Wentworth Road (PID 45059631); File # 26-08B

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

To allow the requested development, staff recommend that Council forward a positive recommendation by passing the following motions:

…that Council gives Second Reading and approves the substantive development agreement amendment on PID 45059631 on Wentworth Road in a manner substantively the same as the draft set out in Attachment B of the report File #26-08 to the Planning and Heritage Advisory Committee dated September 10, 2026.

…that Council requires that the development agreement amendment with 4546011 NOVA SCOTIA LIMITED be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐

A completed application was received from Lauren Isabelle of Brighter Community Planning on behalf of the owner, 4546011 NOVA SCOTIA LIMITED, which is a numbered company under the same ownership as FH Developments, on May 26, 2026. The application is to consider a substantive amendment to the existing amended development agreement with FH Development Group Inc. on PID 45059631 on Wentworth Road in Windsor. The request is to consider an increase to the number of townhouse dwelling units permitted on the subject lot from 17 to 20, enable subdivision on a shared driveway, change the number of multi-unit apartment buildings by combining two of the proposed multi-unit buildings at the rear of the property, reduce the rear yard setback to 23 ft. (7 m.), add 10 ft. (3.05 m.) to the mixed-use building and 5 ft. (1.52 m.) to the total height of the Multi-unit apartment buildings, and update the site plan.

A development agreement with FH Development Group Inc. was approved by Council on July 26, 2022. The development agreement permits a residential development consisting of a maximum of 240 apartment dwelling units and 17 townhouse dwelling units, as well as 10,000 sq. ft. gross floor area on the ground floor of Building A for commercial uses. The details of the original application, considerations and development agreement can be found in the staff report #22-03 to the Planning and Heritage Advisory Committee (PAC/HAC) dated June 9, 2022.

A non-substantive development agreement amendment was then approved by Council on March 26, 2024. The non-substantive amendment included changes to the site plan, increasing the maximum dwelling units within Building A to 43, reducing the commercial floor area of Building A to 5000 sq. ft., adding new provisions regarding the alteration of the commercial space in Building A to residential, and simplifying the recreational space requirements. The details of this application, considerations and amending development agreement can be found in the staff report #24-06 to the PAC/HAC dated March 14, 2024.

DISCUSSION

A Public Information Meeting was held on July 9, 2026. Staff received no questions or correspondence from the public during the Public Participation Period.

On September 10, 2026, staff presented a recommendation report to the PAC/HAC (Appendix A). During the meeting the Committee discussed how the proposed subdivision and easements would affect the overall development, civic addressing, unit limitations on private driveways, taxation of the subdivided parcels, and the Dykeland Variance of the subject property. Staff have reached out to the Civic Addressing Coordinator and Tax Clerk for further information which will be brought to the Council meeting on September 22.

On September 22, 2026, staff presented a recommendation report to Council (Appendix A). During the meeting Council recommended in favour of the application.

DIVERSITY, EQUITY, INCLUSION AND ACCESSIBILITY CONSIDERATIONS

In the review of the proposed amendments staff did not identify any material DEIA impacts.

ENVIRONMENTAL CONSIDERATIONS

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

The subject lot is within the Tregothic Marsh, however, the subject lot and 40 percent of the other properties in the Tregothic Marsh have been exempted by the Province from the requirements of the *Agricultural Marshland Conservation Act (2001)*. Being exempt from the Act means that the owner would not have to apply to the marsh body to allow any future construction within the designated area of the subject lot.

As the majority of the subject lot is located within the Environmental Constraints area the property owner has completed an environmental study which will inform the design for any new building. This is outlined in Clause 2.10 (d), Environmental Study, of the original development agreement (2022). The environmental study ensures that the proposed development is constructed in a manner suitable for the site conditions and in a way that addresses any potential flooding issues. The Municipal Project Manager is also requiring the developer to provide an updated stormwater management plan prior to being issued development permits for new buildings, as outlined in Section 2.9, *Site Drainage*, of the original development agreement. The stormwater management plan will ensure the stormwater is managed by the developer on-site and will not impact abutting properties.

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

NEXT STEPS

The anticipated process for this application is as follows:

Process
Public Information Meeting – July 9
▼
Staff Review
▼
PAC/HAC Review and Recommendation – September 10

▼

Regional Council First Reading – September 22

▼

Public Hearing & Second Reading – October 27

▼

Notice of Approval in Local Paper

▼

14-Day Appeal Period

*final dates are 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:

- hold Second Reading and approve the development agreement amendment as drafted or as specifically revised by direction of Council;
- refuse the development agreement amendment as drafted, citing the criteria that Council consider not to be met; or
- provide alternative direction such as requesting further information on a specific topic.

APPENDIX

Appendix A	2026-09-22 Staff Report - Development Agreement Amendment: 132 Wentworth Road (PID 45059631); File # 26-08A

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Report Prepared by: _____

Alex Dunphy, Manager of Planning

Report Approved by: _____

Sara Poirier, Director of Planning and Development

Report Approved by: _____

Mark Phillips, Chief Administrative Officer

Appendix A – 2026-09-22 Staff Report - Development Agreement Amendment: 132 Wentworth Road (PID 45059631); File # 26-08A

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐

To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____
Alex Dunphy, Manager of Planning

Date: September 22, 2026

Subject: Development Agreement Amendment: 132 Wentworth Road (PID 45059631); File # 26-08A

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

To support the requested development, staff recommend that Council forward a positive recommendation by passing the following motions:

…that Council gives First Reading and will hold a Public Hearing to consider the substantive development agreement amendment on PID 45059631 on Wentworth Road in a manner substantively the same as the draft set out in Attachment B of the report File #26-08 to the Planning and Heritage Advisory Committee dated September 10, 2026.

…that Council requires that the development agreement amendment with 4546011 NOVA SCOTIA LIMITED be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐

A completed application was received from Lauren Isabelle of Brighter Community Planning on behalf of the owner, 4546011 NOVA SCOTIA LIMITED, which is a numbered company under the same ownership as FH Developments, on May 26, 2026. The application is to consider a substantive amendment to the existing amended development agreement with FH Development Group Inc. on PID 45059631 on Wentworth Road in Windsor. The request is to consider an increase to the number of townhouse dwelling units permitted on the subject lot from 17 to 20, enable subdivision on a shared driveway, change the number of multi-unit apartment buildings by combining two of the proposed multi-unit buildings at the rear of the property, reduce the rear yard setback to 23 ft. (7 m.), add 10 ft. (3.05 m.) to the mixed-use building and 5 ft. (1.52 m.) to the total height of the Multi-unit apartment buildings, and update the site plan.

A development agreement with FH Development Group Inc. was approved by Council on July 26, 2022. The development agreement permits a residential development consisting of a maximum of 240 apartment dwelling units and 17 townhouse dwelling units, as well as 10,000 sq. ft. gross floor area on the ground floor of Building A for commercial uses. The details of the original application, considerations and development agreement can be found in the staff report #22-03 to the Planning and Heritage Advisory Committee (PAC/HAC) dated June 9, 2022.

A non-substantive development agreement amendment was then approved by Council on March 26, 2024. The non-substantive amendment included changes to the site plan, increasing the maximum dwelling units within Building A to 43, reducing the commercial floor area of Building A to 5000 sq. ft., adding new provisions regarding the alteration of the commercial space in Building A to residential, and simplifying the recreational space requirements. The details of this application, considerations and amending development agreement can be found in the staff report #24-06 to the PAC/HAC dated March 14, 2024.

DISCUSSION

A Public Information Meeting was held on July 9, 2026. Staff received no questions or correspondence from the public during the Public Participation Period.

On September 10, 2026, staff presented a recommendation report to the PAC/HAC (Appendix A). During the meeting the Committee discussed how the proposed subdivision and easements would affect the overall development, civic addressing, unit limitations on private driveways, taxation of the subdivided parcels, and the Dykeland Variance of the subject property. Staff have reached out to the Civic Addressing Coordinator and Tax Clerk for further information which will be brought to the Council meeting on September 22.

DIVERSITY, EQUITY, INCLUSION AND ACCESSIBILITY CONSIDERATIONS

In the review of the proposed amendments staff did not identify any material DEIA impacts.

ENVIRONMENTAL CONSIDERATIONS

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

The subject lot is within the Tregothic Marsh, however, the subject lot and 40 percent of the other properties in the Tregothic Marsh have been exempted by the Province from the requirements of the *Agricultural Marshland Conservation Act (2001)*. Being exempt from the Act means that the owner would not have to apply to the marsh body to allow any future construction within the designated area of the subject lot.

As the majority of the subject lot is located within the Environmental Constraints area the property owner has completed an environmental study which will inform the design for any new building. This is outlined in Clause 2.10 (d), Environmental Study, of the original development agreement (2022). The environmental study ensures that the proposed development is constructed in a manner suitable for the site conditions and in a way that addresses any potential flooding issues. The Municipal Project Manager is also requiring the developer to provide an updated stormwater management plan prior to being issued development permits for new buildings, as outlined in Section 2.9, *Site Drainage*, of the original development agreement. The stormwater management plan will ensure the stormwater is managed by the developer on-site and will not impact abutting properties.

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

NEXT STEPS

The anticipated process for this application is as follows:

Process
Public Information Meeting – July 9
▼
Staff Review
▼
PAC/HAC Review and Recommendation – September 10
▼
Regional Council First Reading – September 22

▼

Public Hearing & Second Reading – October 27*

▼

Notice of Approval in Local Paper

▼

14-Day Appeal Period

*final dates are 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:

- hold First Reading and authorize a Public Hearing to approve the development agreement amendment as drafted or as specifically revised by direction of Council;
- hold First Reading and authorize a Public Hearing to refuse the development agreement amendment as drafted, citing the criteria that Council consider not to be met; or
- provide alternative direction such as requesting further information on a specific topic.

APPENDIX

Attachment A	2026-09-10 Staff Report - Development Agreement Amendment: 132 Wentworth Road (PID 45059631); File # 26-08

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

Report Prepared by: _____

Alex Dunphy, Manager of Planning

Report Approved by: _____

Sara Poirier, Director of Planning and Development

Report Approved by: _____

Mark Phillips, Chief Administrative Officer

Appendix A – 2026-09-10 Staff Report - Development Agreement Amendment: 132 Wentworth Road (PID 45059631); File # 26-08

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐

To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Alex Dunphy, Manager of Planning

Date: September 10, 2026

Subject: Development Agreement Amendment: 132 Wentworth Road (PID 45059631); File # 26-08

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

RECOMMENDATION

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 the substantive development agreement amendment on PID 45059631 on Wentworth Road in a manner substantively the same as the draft set out in Attachment B of the report File #26-08 to the Planning and Heritage Advisory Committee dated September 10, 2026.

…that PAC/HAC recommends that Council require that the development agreement amendment with 4546011 NOVA SCOTIA LIMITED be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐

A completed application was received from Lauren Isabelle of Brighter Community Planning on behalf of the owner, 4546011 NOVA SCOTIA LIMITED, which is a numbered company under the same ownership as FH Developments, on May 26, 2026. The application is to consider a substantive amendment to the existing amended development agreement with FH Development Group Inc. on PID 45059631 on Wentworth Road in Windsor. The request is to consider an increase to the number of townhouse dwelling units permitted on the subject lot from 17 to 20, enable subdivision on a shared driveway, change the number of multi-unit apartment buildings by combining two of the proposed multi-unit buildings at the rear of the property, reduce the rear yard setback to 23 ft. (7 m.), add 10 ft. (3.05 m.) to the mixed-use building and 5 ft. (1.52 m.) to the total height of the Multi-unit apartment buildings, and update the site plan.

A development agreement with FH Development Group Inc. was approved by Council on July 26, 2022. The development agreement permits a residential development consisting of a maximum of 240 apartment dwelling units and 17 townhouse dwelling units, as well as 10,000 sq. ft. gross floor area on the ground floor of Building A for commercial uses. The details of the original application, considerations and development agreement can be found in the staff report #22-03 to the Planning and Heritage Advisory Committee dated June 9, 2022 (Attachment C).

A non-substantive development agreement amendment was then approved by Council on March 26, 2024. The non-substantive amendment included changes to the site plan, increasing the maximum dwelling units within Building A to 43, reducing the commercial floor area of Building A to 5000 sq. ft., adding new provisions regarding the alteration of the commercial space in Building A to residential, and simplifying the recreational space requirements. The details of this application, considerations and amending development agreement can be found in the staff report #24-06 to the Planning and Heritage Advisory Committee dated March 14, 2024 (Attachment D).

DISCUSSION

The 8.43-acre subject lot abuts Wentworth Road in Windsor. The lot is designated Commercial on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (WMPS). It is also located in the Wentworth Road Gateway District. The subject lot is zoned Wentworth Road Commercial (WR-C) on the Zoning Map of the Windsor Land Use By-law (WLUB). Almost the entire subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh. Properties within the Environmental Constraints designation must meet more stringent requirements including completing an environmental study before being issued a development permit for any new building.

Policy 8.6.15 of the WMPS and Section 6.1 (j) of the WLUB enable Council to allow comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings in the Wentworth Road Gateway District by development agreement.

Surrounding Context

Surrounding properties on Wentworth Road are primarily designated Commercial and zoned either Wentworth Road Commercial (WR-C) or General Commercial (GC). Surrounding properties near the south lot line of the subject property on Payzant Drive are designated Agriculture and Residential and zoned Agriculture (AR) or General Commercial (GC). Uses on surrounding properties consist of various commercial uses, residential dwellings, a place of worship, and open field.

Development Agreement Amendments

A property owner can apply for an amendment to a development agreement registered on their property at any time. Section 3.3 of the original development agreement with FH Development Group Inc. (2022) 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. When a request is received from the property owner 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. Section 3.3 of the development agreement (2022) states that the following matters are substantive matters:

(a) the uses permitted on the Property as listed in Section 2.1, *Use*;
(b) the order of building construction in Section 2.2, *Development Location and Design*, and the required recreation space for Buildings A, B and C in Section 2.8 (b), *Recreation Space*;
(c) the fire safety requirements listed in Section 2.6, *Fire Safety*;
(d) the landscaping requirements in Section 2.7, *Landscaping*; and
(e) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*.

Increasing the number of townhouse dwelling units permitted as part of Building D, directly impacts clause 3.3 (a) of the substantive matters in the original development agreement, causing staff to consider this request a substantive amendment. The remaining requested amendments including: enabling subdivision on a shared driveway, changing the number of buildings by combining two of the proposed buildings at the rear of the property, reducing the rear yard setback to 23 ft. (7 m.), add 10 ft. (3.05 m.) to the mixed-use building and 5 ft. (1.52 m.) to the

total height of the Multi-unit apartment buildings, and updating the site plan, do not individually qualify as substantive matters. However, considering the requested amendments together will change the intent of the overall development. Therefore, this application must follow the process for a substantive development agreement amendment as outlined below in *Next Steps*.

Proposed Amendments

There are nine (9) total amendments proposed to the original agreement. The amendments include the following:

1. Replacing Schedule B – Site Plan to reflect the new proposed design.
2. Adding clause 1.1 (c) to define 'infant parcels' created through the subdivision process.
3. Replacing subclause 2.1 (a) (ii) to increase the number of townhouse dwelling units from 17 to 20.
4. Replacing clause 2.2 (c) and 2.3 (b) to update the naming of Buildings within the development to match the new Site Plan.
5. Replacing clause 2.2 (e) to update the reference to the number of permitted townhouse dwelling units and the naming of Buildings within the development to match the new Site Plan.
6. Replacing clause 2.2 (g) to decrease the rear yard setback requirement for the development from 25 ft. (7.62 m.) to 23 ft. (7. m.).
7. Replacing clause 2.2 (h) to increase the maximum height allowable for the mixed use building by 10 ft. (3.05 m.) and all the multi-unit apartment buildings by 5 ft. (1.52 m.) to allow for a pitched roof. Note: This will not change the total stories within the Buildings.
8. Replacing clause 2.5 (e) to apply parking space dimension minimums only to the required parking spaces to allow for additional small vehicle parking.
9. Replacing section 2.14 to allow the creation of a lot on a right-of-way, requiring an access easement on the shared driveway, requiring a drainage easement for the stormwater ponds, allowing parking spaces to be located on an adjacent lot, and requiring an access and usage easement for the recreational space.

All remaining terms and conditions of the amending (2024) and original development agreement (2022) will remain in full force and effect.

Municipal Planning Strategy Review

Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor and Section 8.6 describes the intention for development in the Wentworth Road Gateway District. Policy 8.6.15 establishes Council's intention *to "consider proposals for comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings, 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" within the Wentworth Road Gateway District.

Policy 8.6.16 of the WMPS was the primary criteria policy considered for the original development agreement application (2022). This policy allows Council to consider proposals for comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings, mixed use apartment dwellings, mixed use, and multiple unit residential, within the Wentworth Road Gateway District by development agreement. Since the proposed amendments affect the overall intended development minimally, staff consider this policy met.

Policy 8.6.4 of the WMPS provides criteria specific to landscaping and the streetscape to be considered for applications within the Wentworth Road Gateway District. In this request, no amendments are proposed which would affect the ability of the overall development to meet the objectives of the Wentworth Road Gateway District.

Policy 8.6.8 of the WMPS provides additional criteria to be considered for applications within the Wentworth Road Gateway District. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria as, no amendments are proposed to the Landscaping or Access and Egress sections of the existing Amended Development Agreement (2024).

Policy 16.3.1 of the WMPS establishes the general criteria that must be considered for all planning applications. The full list of criteria is included with this report in Attachment A. In summary, the proposal meets the criteria as:

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

DIVERSITY, EQUITY, INCLUSION AND ACCESSIBILITY CONSIDERATIONS

In the review of the proposed amendments staff did not identify any material DEIA impacts.

ENVIRONMENTAL CONSIDERATIONS

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

scenario most of the community of Windsor will experience extensive flooding including the Wentworth Road Gateway District.

As the majority of the subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh the property owner has completed an environmental study which will inform the design for any new building. This is outlined in Clause 2.10 (d), Environmental Study, of the original development agreement (2022). The environmental study ensures that the proposed development is constructed in a manner suitable for the site conditions and in a way that addresses any potential flooding issues. The Municipal Project Manager is also requiring the developer to provide an updated stormwater management plan prior to being issued development permits for new buildings, as outlined in Section 2.9, *Site Drainage*, of the original development agreement. The stormwater management plan will ensure the stormwater is managed by the developer on-site and will not impact abutting properties.

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

NEXT STEPS

As noted above, the proposed development agreement amendments are considered substantive in nature. The amendments have been considered within the context of the development agreement and are consistent with the intent, objectives, and policies of the WMPS. As a result, it is reasonable to enter into an amended development agreement to increase the number of townhouse dwelling units from 17 to 20, enable subdivision on a shared driveway, change the number of multi-unit buildings by combining two of the proposed multi-unit buildings at the rear of the property, reduce the rear yard setback to 23 ft. (7 m.), add 10 ft. (3.05 m.) to the mixed-use building and 5 ft. (1.52 m.) to the total height of the multi-unit apartment buildings, and update the site plan.

Process

Public Information Meeting – July 9

▼

Staff Review

▼

PAC/HAC Review and Recommendation – September 10

▼

Regional Council First Reading – September 22*

▼

Public Hearing & Second Reading – October 27*

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Notice of Approval in Local Paper

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14-Day Appeal Period

*final dates are 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, PAC/HAC may:

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

ATTACHMENTS

Attachment A	Policy Summary
Attachment B	Draft Amending Development Agreement
Attachment C	2022-06-09 Staff Report, Development Agreement: Wentworth Road, PID 45059631; File #22-03
Attachment D	2024-03-14 Staff Report, Non-Substantive Development Agreement Amendment: PID 45059631, Wentworth Rd.; File #24-06
Attachment E	Public Information Meeting Notes

Report Prepared by: _____

Alex Dunphy, Manager of Planning

Report Approved by: _____

Sara Poirier, Director of Planning and Development

Attachment A – Policy Summary for Development Agreement

Policy 8.6.15 *It shall be the policy of Council that within the Wentworth Road Gateway District, Council will consider proposals for comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings, 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.*	This development proposal includes grouped mixed-use and multi-unit apartment buildings and townhouses on the subject lot.

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:*	
(a) the proposed use will not conflict with neighbouring uses;	Based on the proposed amendments, staff concluded that the addition of 3 townhouse dwelling units would not constitute any effect on the potential conflict with neighbouring uses due to the current allowance already being over 200 apartment units and 17 townhouse units. The reduction of the rear yard setback by two feet (0.61 metres) also does not impact the neighbouring vacant agricultural lot abutting the south lot line. In the same manner, the combination of the two rear multi-unit buildings into a single multi-unit building does not impact the abutting vacant agricultural land. The added ten feet (3.05 metres) of height to the mixed-use building to meet the requirements of the environmental study and five feet (1.52 metres) of height to the multi-unit buildings

	to accommodate a pitched roof design will have minimal effect on the overall development. Lastly, the subdivision and shared driveway have no effect on neighbouring uses as it is purely a change in lot ownership and configuration within the development. The proposed amendments do not widely impact the currently permitted development in a way that creates additional conflict with surrounding properties.
(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 the Wentworth Road Gateway District;	No amendments are proposed to the sections of the existing Amended Development Agreement (2024) which would affect the ability of the overall development to meet the objectives of the Wentworth Road Gateway District or the compatibility with surrounding uses. The addition of 10 feet (3.05 metres) to the mixed use building and 5 feet (1.52 metres) to height of each of the multi-unit buildings is intended to accommodate the elevation requirements of the environmental study as outlined in clause 2.10 (d) of the Development Agreement (2022), as well as the design for a pitched roof to be included on each building. While this will add total height to the mixed use and multi-unit buildings, the pitched roof design is often more aesthetically preferred, and the existing front yard setback will accommodate for the impact of the increase in height on the streetscape.
(c) the building design incorporates windows and other elements in the street level façade to avoid the appearance of solid blank walls;	Clause 2.2 (d) of the existing Amended Development Agreement (2024) which was included to meet this criterion will remain unaffected by the proposed amendments.
(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	A traffic study for the proposed development was previously considered through the Windsor Intersection Infrastructure Needs Assessment. The proposed amendments being considered in this report do not constitute a

will not necessitate major infrastructure improvements such as traffic lights at the expense of the Town;	change great enough to require a new traffic study to be required. The Municipal Traffic Authority did not have any concerns regarding the surrounding street network or the anticipated traffic flows.
(e) the provisions of Policies 8.6.4 and 8.6.8;	See below.
(f) any other matter which may be addressed in a development agreement or land use by-law; and	All other matters are addressed elsewhere in this report.
(g) the provisions of Policy 16.3.1.	See below.

Policy 8.6.4 *It shall be the policy of Council to treat the Wentworth Road Gateway District as a special development area where new developments shall be required to provide landscaping and other features that contribute to the overall attractiveness of the streetscape and create a safe and pleasant pedestrian environment, as well as allowing for efficient traffic movement.*	No amendments are proposed to the sections of the existing Amended Development Agreement (2024) which would affect the ability of the overall development to meet the objectives of the Wentworth Road Gateway District. See Policy 8.6.16 (b) above.

Policy 8.6.8 *It shall be the intention of Council that, within the Wentworth Road Gateway District, the following matters will be addressed through Land Use By-law requirements and development agreement provisions:*	
(a) landscaping along the street frontage to enhance the overall attractiveness of the streetscape and provide a buffer between the sidewalk and commercial or other development;	No amendments are proposed to the Landscaping section of the existing Amended Development Agreement (2024). This criterion has been met through the original consideration of the development.
(b) landscaping within parking lots to avoid the appearance of large, uninterrupted expanses of asphalt;	No amendments are proposed to the Landscaping section of the existing Amended Development Agreement (2024). This criterion has been met through the original consideration of the development.
(c) safe pedestrian access from the sidewalk to new developments by means of walkways or clearly defined trails;	No amendments are proposed to the Access and Egress section of the existing Amended Development Agreement (2024). This

	criterion has been met through the original consideration of the development.
(d) other similar provisions.	All other provisions have been addressed elsewhere in this report.

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:*	
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Municipal Project Engineer had no concerns with the adequacy of sewer and water services in the area, based on the proposed amendments.
(ii) the adequacy of school facilities;	The Director of Operations for the Annapolis Valley Regional Centre for Education has stated they "have capacity for growth in the area noted", adding that they "would always make more space available if needed."
(iii) the adequacy of fire protection;	The Manager of Building and Fire Inspection Services had no concerns regarding the adequacy of fire protection, based on the proposed amendments. The local Fire Chief commented that the reduced access to Building C was not ideal but is still within acceptable operation limits. They also commented that one shared access/egress point is not preferable during a large-scale emergency on site, due to potential traffic congestion. The development will still be required to meet all Access Route Design requirements of the Canada Building Code. Section 2.6, *Fire Safety*, of the original Development Agreement was created based on previous comments received

	from the local Fire Chief. Clauses 2.6 (b) and (c) ensure there is unimpeded access for emergency services vehicles and no amendments are proposed to this section of the Amended Development Agreement (2024).
(iv) the adequacy of road networks adjacent to, or leading to the development; and	The Municipal Traffic Authority had no concerns regarding the adequacy of road networks adjacent to or leading to the development, based on the proposed amendments. No amendments are proposed to the Access and Egress section of the existing Amended Development Agreement (2024). This criterion has been met through the original consideration of the development.
(v) the financial capacity of the Town to absorb any costs relating to the development.	There are no anticipated costs to the Municipality regarding the proposed development.
(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;	The Municipal Traffic Authority had no concerns regarding the suitability with of vehicle traffic, based on the proposed amendments. There is no active rail transportation in the vicinity. In terms of pedestrian traffic movement, there are sidewalks on both sides of Wentworth Road and the original development requires a 5 ft. (1.52 m.) wide pedestrian walkway from the sidewalk on Wentworth Road to the main entrances of each building, as outlined in Section 2.4 (d), *Access and Egress.* This will ensure suitable infrastructure for safe pedestrian movement within the site. No amendments are proposed to the Access and Egress section of the existing Amended Development Agreement (2024). This criterion has

	been met through the original consideration of the development.
(c) the adequacy of the dimensions and shape of the lot for the intended use;	The Manager of Development Control Services had no concerns regarding the adequacy of the dimensions and shape of the lot, based on the proposed amendments.
(d) the pattern of development which the proposal might create;	The Manager of Development Control Services had no concerns regarding the pattern of development, based on the proposed amendments. The development aligns with the intended pattern of development for the Wentworth Road Gateway District.
(e) the suitability of the area in terms of steepness of grade, soil and geological conditions, location of water courses, wetlands, and susceptibility of flooding;	The subject lot is relatively flat. The east boundary of the lot follows the Tregothic Creek. Almost the entire subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh. Any new buildings proposed on that portion of the site would be required to meet Section 27.0 of the Windsor Land Use By-law. This is also outlined in Section 2.10 (d), *Environmental Study*, of the Development Agreement (2022). The Municipal Project Engineer commented that an updated stormwater management plan for the new phases of the development will be required prior to development permits being issued. This is outlined in Section 2.9 (a), *Site Drainage*, of the original development agreement (2022). No amendments are proposed to the Site Drainage section of the existing Amended Development Agreement (2024). It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.

(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	All Municipal, Provincial, and Federal regulations will have to be met.
(g) any other matter required by relevant policies of this Strategy.	All relevant matters have been addressed in this report.

Attachment B – Draft Amending Development Agreement

AMENDING DEVELOPMENT AGREEMENT

THIS AMENDING AGREEMENT made this day of , 2026.

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 -

4546011 NOVA SCOTIA LIMITED, a body corporate, with a head office at 216 Cobequid Road, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Municipality and Owner entered into a Development Agreement (2022), said Agreement being attached hereto as Schedule "A", dated the July 26, 2022, and recorded at the Land Registry Office on October 3, 2022, as document number 121392436;

AND WHEREAS the Municipality and Owner entered into an Amending Development Agreement (2024), said Agreement being attached hereto as Schedule "B", dated the May 8,

2024, and recorded at the Land Registry Office on June 3, 2024, as document number 124199622;

AND WHEREAS the Owner wishes to amend the Development Agreement (2022) and the Amending Development Agreement (2024) to increase the number of townhouse dwelling units shown as Building D to 20, enable subdivision of the Property off of a shared driveway easement, combine the former Buildings D and E into Building C, reduce the rear yard setback to 7 metres, increase the maximum height of the buildings to accommodate a peaked roof design, and update the site plan;

AND WHEREAS the Council of the Municipality, at a meeting held on MONTH DAY, YEAR, approved this request, pursuant to Policy 8.6.15 of the Windsor Municipal Planning Strategy and Section 6.1 (j) of the Windsor Land Use By-law;

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

1. Schedule B – Site Plan to the Amending Development Agreement (2024) shall be replaced with Schedule C – Site Plan attached to this Amending Development Agreement (2026).

2. Section 1.1, *Definitions,* of the Development Agreement (2022) shall be amended by inserting a new clause 1.1 (c) as follows:

   (c) "Infant parcel" means any future lots created from the current PID 45059631.

3. Section 2.1, *Use*, of the Development Agreement (2022) shall be amended by deleting subclause 2.1 (a) (ii) and inserting a new subclause 2.1 (a) (ii) as follows:

   (ii) residential development consisting of a maximum of 240 apartment dwelling units and 20 townhouse dwelling units;

4. Section 2.2, *Development Location and Design*, of the Development Agreement (2022) shall be amended by deleting clause 2.2 (c) and inserting a new clause 2.2 (c) as follows:

   (c) The multi-unit apartment buildings shown as Building B and C on the site plan in Schedule B shall be limited to a maximum of 160 dwelling units. The buildings may include one storey of under building parking on the ground floor and may be constructed in an order suitable to the developer.

5. Section 2.2, *Development Location and Design*, of the Development Agreement (2022) shall be amended by deleting clause 2.2 (e) and inserting a new clause 2.2 (e) as follows:

   (e) The 20 townhouse dwelling units shown as Buildings D on the site plan in Schedule B may be constructed any time after Building A and one of the multi-unit apartments, as identified as Buildings B and C on the site plan in Schedule B, are complete and have received occupancy permits.

6. Section 2.2, *Development Location and Design*, of the Development Agreement (2022) shall be amended by deleting clause 2.2 (g) and inserting a new clause 2.2 (g) as follows:

   (g) Development shall conform to the following requirements:

Minimum Front Yard	15 ft. (4.57 m.)
Minimum Rear Yard	23 ft. (7.00 m.)
Minimum Side Yard*	25 ft. (7.62 m.) *No side yard shall be required along the common wall dividing a townhouse dwelling.

7. Section 2.2, *Development Location and Design*, of the Development Agreement (2022) shall be amended by deleting clause 2.2 (h) and inserting a new clause 2.2 (h) as follows:

   (h) Development height shall conform to the following requirements:

Type of Building as shown on Schedule B	**Maximum Height**	**Maximum Storey of Main Building**
Building A: Mixed-use multiple unit apartment building	55 ft. (16.76 m.) Or 65 ft. (19.8 m.) for ½ height of pitched roof	5 storeys
Building B: Multiple unit apartment buildings	55 ft. (16.76 m.) Or 60 ft. (18.3 m.) for ½ height of pitched roof	5 storeys
Building C: Multiple unit apartment buildings	65 ft. (19.8 m.) Or 70 ft. (21.3 m.) for ½ height of pitched roof	6 storeys
Buildings D: Townhouse dwellings	35 ft. (10.67 m.)	3 storeys

8. Section 2.3, *Phasing*, of the Development Agreement (2022) shall be amended by deleting clause 2.3 (b) and inserting a new clause 2.3 (b) as follows:

    (b) Construction of Buildings B and C and all relevant infrastructure and landscaping as outlined in Section 2.2 (f) of this Agreement shall be completed within ninety-six (96) months of the actual commencement of Development of Building A provided that such commencement is within the time limit prescribed in Section 4.1 of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, Development of Buildings B and C shall no longer be permitted and this Agreement may be discharged in part solely 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.

9. Section 2.5, *Parking*, of the Development Agreement (2022) shall be amended by deleting clause 2.5 (e) and inserting a new clause 2.5 (e) as follows:

    (e) Each required 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.

10. Section 2.14, *Subdivision*, of the Development Agreement (2022) shall be amended by deleting the content of the section and inserting new section content as follows:

    Subdivision of the properties shall be permitted in accordance with the applicable Subdivision By-law, with the following exceptions:

    (a) Subject to the approval in writing of the Municipal Engineer, the lots for Buildings B and C may be created on a right-of-way that is of a sufficient width to accommodate the shared driveway and pedestrian walkway and shall not require any public road frontage. All other subdivided lots shall have a minimum lot frontage of 100 ft. (30.48 m.) on the Wentworth Road.

    (b) Before final subdivision approval is granted by the Development Officer, the Owner of the Property shall grant an access easement on the shared driveway and pedestrian walkway (shown on Schedule B) in favour of all infant parcels

created from the Property. This easement must be maintained to allow the shared driveway and pedestrian walkway to connect all the proposed lots to Wentworth Road.

(c) Before final subdivision approval is granted by the Development Officer, the Owner shall grant a drainage easement for both stormwater ponds (shown on Schedule B) in favour of all infant parcels created from the Property.

(d) Notwithstanding clause 2.5 (a), all parking spaces for vehicles using the Property may be located on an infant parcel and shall, subject to Section 2.2 (j), be generally located as shown on Schedule B.

(e) Before final subdivision approval of any infant parcels, the Owner must convey a general infrastructure easement to ensure continued access/egress from Wentworth Road and convey easements for any services including but not limited to water, sewer and stormwater, from the lot on which the driveway is constructed in favour of the subsequent lots to ensure continued access/egress and servicing to those lots regardless of future ownership. The Owner acknowledges that the shared driveway from Wentworth Road and the services which may cross the lot on which the driveway is constructed to service the infant parcel are a joint and severable responsibility of each owner of the infant parcel benefiting from the infrastructure.

(f) The Owner shall grant an access and usage easement for the recreational space (shown on Schedule B) in favour the of any infant parcels created from the Property.

11. The parties hereby agree that all remaining terms and conditions of the Amending Development Agreement (2024) recorded on June 3, 2024, and the Development Agreement (2022) recorded on October 3, 2022, shall remain in full force and effect.

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	**) WEST HANTS REGIONAL MUNICIPALITY**
In the presence of:	)
	)
_____	Per: _____
Witness	) Abraham Zebian, Mayor
	)
	)
_____	Per: _____
Witness	) Deanna Snair, Municipal Clerk
	)
	)
	)
	) 4546011 NOVA SCOTIA LIMITED
	)
	)
	)
_____	Per:_____
Witness	) Mohamed Al-Hammadi, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2026, 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. 2026, 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, **Mohamed Al-Hammadi**, 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 _____, 2026
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, Mohamed Al-Hammadi, Nova Scotia, make oath and say that:

1. I Mohamed Al-Hammadi of 4546011 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 _____, 2026
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

Mohamed Al-Hammadi, President

Schedule A
Development Agreement (2022)

Form 26

Purpose: to record an interest in a parcel; or
to record a power of attorney in the power of attorney roll

Registration District: **Hants**
Submitter's User Number: **9861**
Submitter's Name: **Marc P. Comeau,**
TAYLOR MACLELLAN COCHRANE

IN THE MATTER OF Parcel Identification Number (PID):

45059631

(Maximum 9 PIDs per form)

For Office Use Only

HANTS COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Penny Goodwin, Registrar
12139236 LR☑ ROD☐
Document #
OCT 03 2022 9:48
MM DD YYYY Time

Power of Attorney (Note: Completion is mandatory)

The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is (select one or more)

√ No power of Attorney applies to this document.

This form is submitted to record the attached document (select applicable box):

√ in the parcel register as a recorded interest
☐ in the power of attorney roll
☐ power of attorney registered under the *Registry Act*, for duplication in the power of attorney roll

The following information relates to the interest being recorded:

Instrument Type	Agreement Re: Use of Land
Expiry date (*if applicable*)	
Interest holder and type to be added *(if applicable) Note include qualifier (e.g., estate of, executor, trustee, person representative) if applicable.*	West Hants Regional Municipality - Party to Agreement

Mailing address of interest holder to be added *(for power of attorney, provide mailing address for donee)*	76 Morison Dr. PO Box 3000 Windsor, NS B0N 2T0
Name and mailing address power of attorney donor to be added *(if applicable)*	n/a
Name and mailing address power of attorney donee to be added *(if applicable)*	n/a
Reference to related instrument in names-based roll/parcel register *(if applicable) (for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable).*	N/a

The textual qualifications in the above-noted parcel register(s) are to be changed as follows:

Textual qualification on title to be removed *(insert any existing textual description being changed, added to or altered in ay way)*	n/a
Textual qualification on title to be added *(insert replacement textual qualification)*	n/a

Certificate of Legal Effect:

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

Dated at Windsor, Hants County, Nova Scotia, this September 19, 2022.

Signature of Authorized Lawyer

Name: Marc P. Comeau
Address: 50 Cornwallis Street, Kentville NS B4N 2E4
Phone: (902) 678-6156
Email: comeau@tmclaw.com
Fax: (902) 678-6082

√ **This document does not affect non-land registration parcels.**

West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 30 day of AUG, 2022.

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 -

FH DEVELOPMENT GROUP INC. a body corporate, with a head office at 153 Sackville Drive, Suite 1, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located on Wentworth Road, PID 45059631, 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 Municipal Planning Strategy, zoned Wentworth Road Commercial (WR-C) on the Zoning Map of the Land Use By-law, within the Wentworth Road Gateway District and within the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to 240 apartment units, 10,000 sq. ft. of commercial space, and 17 townhouse dwellings grouped on the Property (the "Development"); and

WHEREAS Policy 8.6.15 of the Municipal Planning Strategy and Section 6.1 (j) of the Land Use By-law enable Council to consider entering into a development agreement to allow comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings in the Wentworth Road Gateway District; and

WHEREAS the Council of the Municipality, at a meeting held on July 26, 2022 approved this request and adopted this 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) "Commencement" means the date the Owner begins actively constructing a particular building within this Agreement as permitted by an issued development and building permit; and

(b) "Constructed wetland" means an engineered body of water that has specific plant species, soil types and microorganisms to treat water and aid in on-site stormwater management.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

(a) *Municipal Planning Strategy* means the 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

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

(i) those uses permitted by the underlying zoning in the Land Use By-law excluding car washes and drive-through restaurants;

(ii) residential development consisting of a maximum of 240 apartment dwelling units and 17 townhouse dwelling units;

(iii) under-building ground-level parking and surface parking for the uses within the buildings;

(iv) outdoor recreation space including but not limited to a plaza and central garden; and

(v) a constructed wetland which may be used for on-site stormwater management.

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. The Development location and design shall, subject to section 2.2(j), be generally consistent with the site plan shown in Schedule B.

(b) The mixed-use apartment building fronting on Wentworth Road shown as Building A on the site plan in Schedule B is limited to a maximum of 40 dwelling units and 10,000 sq. ft. gross floor area on the ground floor for commercial uses and shall be the first building to be constructed on the Property.

(c) The multi-unit apartment buildings shown as Building B, C, D and E on the site plan in Schedule B shall be limited to a maximum of 160 dwelling units. The buildings may include one storey of under building parking on the ground floor and may be constructed in an order suitable to the developer.

(d) The mixed-use apartment building and the multi-unit apartment buildings permitted in Section 2.2 (b) and (c) shall incorporate windows and other elements in the street level façade to avoid the appearance of solid blank walls.

(e) The 17 townhouse dwelling units shown as Buildings F on the site plan in Schedule B may be constructed any time after Building A and one of the multi-unit apartments, as identified as Buildings B-E on the site plan in Schedule B, are complete and have received occupancy permits.

(f) In the event that the Owner chooses to build and occupy one building at a time, the following infrastructure is required for that building:

(i) the necessary services for the proper use and enjoyment of the building including but not limited to a driveway and access, landscaping, pedestrian walkways, parking, lighting, and water and sewer services; and

(ii) the required usable recreation space as per Section 10.5, *Recreational Space*, of the Land Use By-law.

(g) Development shall conform to the following requirements:

Minimum Front Yard	15 ft. (4.57 m.)
Minimum Rear Yard	25 ft. (7.62 m.)
Minimum Side Yard*	25 ft. (7.62 m.) *No side yard shall be required along the common wall dividing a townhouse dwelling.

(h) Development height shall conform to the following requirements:

Type of Building as shown on Schedule B	**Maximum Height**	**Maximum Storey of Main Building**
Building A: Mixed-use multiple unit apartment building	55 ft. (16.76 m.)	5 storeys
Building B and C: Multiple unit apartment buildings	55 ft. (16.76 m.)	5 storeys
Building D and E: Multiple unit apartment buildings	65 ft. (19.8 m.)	6 storeys
Buildings F: Townhouse dwellings	35 ft. (10.67 m.)	3 storeys

(i) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*. The maximum height of an accessory building shall be 15 ft. (4.57 m.).

(j) The Development Officer may approve in writing minor changes to the location of the main buildings 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 2.9, *Site Drainage*, and 2.10 (d), *Environmental Study,* of this agreement provided the side yards are not decreased.

(k) No structure shall be located closer than 50 ft. (15.24 m.) from a watercourse.

(l) A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space as outlined in Section 2.8, *Recreational Space*, shall be required.

2.3 Phasing

(a) Construction of Building A and all relevant infrastructure and landscaping as outlined in Section 2.2 (f) and 2.7 (c) of this Agreement shall be completed within twenty-four (24) months of the commencement of Development outlined in Section 4.1 of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, Development as per this agreement 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.

(b) Construction of Buildings B-F and all relevant infrastructure and landscaping as outlined in Section 2.2 (f) of this Agreement shall be completed within ninety-six (96) months of the actual commencement of Development of Building A provided that such commencement is within the time limit prescribed in Section 4.1 of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, Development of Buildings B-F shall no longer be permitted and this Agreement may be discharged in part solely 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.

2.4 Access and Egress

(a) The Owner shall, subject to Section 2.2 (j), develop, construct, and maintain the driveway in the Development in general conformance with the driveway shown on Schedule B.

(b) The driveway shown on Schedule B shall provide a minimum street allowance of 50 ft. (15.24 m.) and shall be paved with a minimum paved surface of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated and paved.

(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 Wentworth Road or any other public road.

(d) A 5 ft. (1.52 m.) wide pedestrian walkway shall be provided from the sidewalk on Wentworth Road to the main entrances of each building. 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

(a) All parking spaces for vehicles using the Property shall be located on the lot and shall, subject to Section 2.2 (j), 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 300 sq. ft. (27.9 sq. m.) gross floor area dedicated to commercial uses on the Property.

(c) Parking may be provided either within the buildings 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, location and arrangement of parking spaces, aisles and driveways may be varied in writing by the Development Officer in accordance with Section 2.15, *Variance*, of this Agreement.

2.6 Fire Safety

(a) No development permit shall be issued until the location and connection design of any fire hydrant(s) to the municipal water supply has been approved by the water utility, in consultation with the district Fire Chief.

(b) All curbs shall be designed to be mountable by emergency services vehicles.

(c) All access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.7 Landscaping

The Owner shall:

(a) keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

(b) provide a landscaped area at least 15 ft. (4.57 m.) deep that runs the length of and directly abuts the front lot line along Wentworth Road, excluding driveway openings and walkways.

(c) the landscaped area required in Section 2.7 (b) shall be grassed, or other appropriate vegetative ground cover used, and trees shall be planted at intervals no greater than 50 ft. (15.24 m.) on centre. New trees shall have a minimum diameter of 2 in. (5.08 cm.) measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft. (1.52 m.). Where possible, existing trees may be retained and included in the calculation of plantings required.

(d) For parking lots containing 20 or more spaces, landscaped islands with a minimum permeable surface area of 100 sq. ft. (9.29 sq. m.) shall be provided within the parking lot at a rate of one island per 20 parking spaces. Islands may be located at the end of banks of parking stalls or separating banks of parking stalls. Landscaped islands may include shrubs, perennials, annuals or ground cover and shall include at least one tree, having a minimum diameter of 2 in. (5.08 cm.) measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft. (1.52 m.), per island. These landscaped islands may be used for on-site stormwater management.

2.8 Recreational Space

(a) A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space shall be provided on the Property and may include:

(i) individual balconies; and

(ii) common-use landscaped areas in accordance with the Site Plan attached as Schedule B.

(b) The plaza shown on the site plan in Schedule B shall be completed before an occupancy permit is issued for Building A. The central garden on the site plan in Schedule B shall be completed in conjunction with Building B and C. The plaza and central garden shall be included in the useable recreation space calculations.

2.9 Site Drainage

(a) No development permit shall be issued until the Owner provides a stormwater management plan that will satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties.

(b) No development permit shall be issued for the constructed wetland until the Owner submits engineered drawings to the Municipal Engineer for approval prior to construction.

(c) 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 Development. The Owner shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.

(ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from or cause a nuisance to nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m.) to an abutting property.

(b) Water and Sewer Services

(i) Any of the proposed uses on the lot shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services

Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

(ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property.

(c) Snow Plowing

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

(d) Environmental Study

For any portion of the main buildings shown on Schedule B of this Agreement that is intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law, the Owner must provide the Development Officer with a completed Environmental Study as outlined in Policy 12.0.2 of the Municipal Planning Strategy prior to a development permit being issued.

2.11 Construction Noise

Construction on the lot shall only be permitted between the hours of 7:00 a.m. and 9:00 p.m. daily unless construction is being conducted within a wholly enclosed structure.

2.12 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.

2.13 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.

2.14 Subdivision

No alterations to the lot configuration or subdivision 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.

2.15 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*:

(i) minimum required yard dimensions except side yard requirements as required in Section 2.2 (g) of this Agreement;
(ii) number of parking spaces required; and
(iii) floor area occupied by a home-based business.

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*;
(b) the order of building construction in Section 2.2, *Development Location and Design*, and the required recreation space for Buildings A, B and C in Section 2.8 (b), *Recreation Space*;
(c) the fire safety requirements listed in Section 2.6, *Fire Safety*;
(d) the landscaping requirements in Section 2.7, *Landscaping*; and
(e) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*.

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 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 eighteen (18) 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 Development without such an extension being deemed to be an amendment to this Agreement.

(c) The footings for Building A shall be completed, the determination of which shall be at the sole discretion of the Municipal Building Official, within twenty-four (24) months from the date this Agreement is signed.

(d) 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.

4.2 Material to be Provided

(a) The Owner shall provide record drawings to the Development Officer for any portion of the Development for which an engineered design is required, within ten (10) days of completion of any work which requires the engineered design.

(b) The Owner shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

(a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

(b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-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 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 Faisal Al-Hammadi, FH Development Group Inc., 153 Sackville Drive, Suite 1, Lower Sackville, NS, B4C 2R3, or at any other address provided by the Owner.

(b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

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

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) **WEST HANTS REGIONAL**
In the presence of:) **MUNICIPALITY**
)
)
)
)

Witness) Per: _____
) Abraham Zebian, Mayor
)

Witness) Per: _____
) Deanna Snair, Municipal Clerk

)
)
)
) **FH DEVELOPMENT GROUP INC.**
)
)
)

Witness

Per: _____
) Faisal Al-Hammadi, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 6th day of September, A.D. 2022, before me, the subscriber, personally came and appeared Pamela Northup, 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 her presence.

Rhonda Brown
A Commissioner of the Supreme Court of Nova Scotia

Rhonda N. Brown
A Commissioner of the
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 6th day of September, A.D. 2022, before me, the subscriber, personally came and appeared Pamela Northup, 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 her presence.

Rhonda Brown
A Commissioner of the Supreme Court of Nova Scotia

Rhonda N. Brown
A Commissioner of the
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 30th day of August, A.D. 2022, before me, the subscriber, personally came and appeared Sara Dourier, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Faisal Al-Hammadi**, one of the parties thereto, signed, sealed and delivered the same in her presence.

A Commissioner of the Supreme Court of Nova Scotia

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

I, Deanna Snair of Vaughan, 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 September 1, 2022
the Municipal Clerk, Deanna Snair came before me, made oath,
and swore the foregoing affidavit at
Windsor, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

1. I Faisal Al-Hammadi of FH DEVELOPMENT GROUP INC. 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 30th of August, 2022
the Deponents came before me, made oath,
and swore the foregoing affidavit at
Windsor, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

FAISAL AL-HAMMADI, President

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

Schedule A
Legal Description – PID 45059631

ALL that lot of land situate at Windsor, in the County of Hants and Province of Nova Scotia shown as Block A1 on a Plan of Survey prepared by Bruce Lake, N.S.L.S. entitled "Plan of Survey Parcel A lands conveyed to The Town of Windsor, The Municipality of the District of West Hants" dated the 23rd day of March, 2005, and recorded at the Registry of Deeds in Windsor on the 7th day of September, 2005 as document #82939779.

Together with an easement in favour of the Town of Windsor, over Lot B, lands of Canadian Tire Real Estate Limited, as defined and described in the Access Easement Agreement recorded on July 2, 2010 as Document 96268132.

Subject to the Restrictive Covenants as defined and described in the Restriction Agreement between the Town of Windsor the Canadian Tire Real Estate Limited, recorded on July 2, 2010 as Document 96268009.

Subject to an Easement in favour of Bell Aliant Regional Communications Inc., in its capacity as general partner for Bell Aliant Regional Communications, Limited Partnership dated the 13th day of June, 2008 and recorded at the Land Registration Office for the district of Hants on the 15th day of September 2009 as Document No. 94276905.

SAVING and EXCEPTING LOT B as shown on registered Plan No. 94946069 at the Land Registration Office for Hants County.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as plan or document number 94946069

The MGA compliance statement has been applied by SNSMR during the processing of the abovementioned plan 94946069

Schedule B
Site Plan

WENTWORTH RD

UNITS:

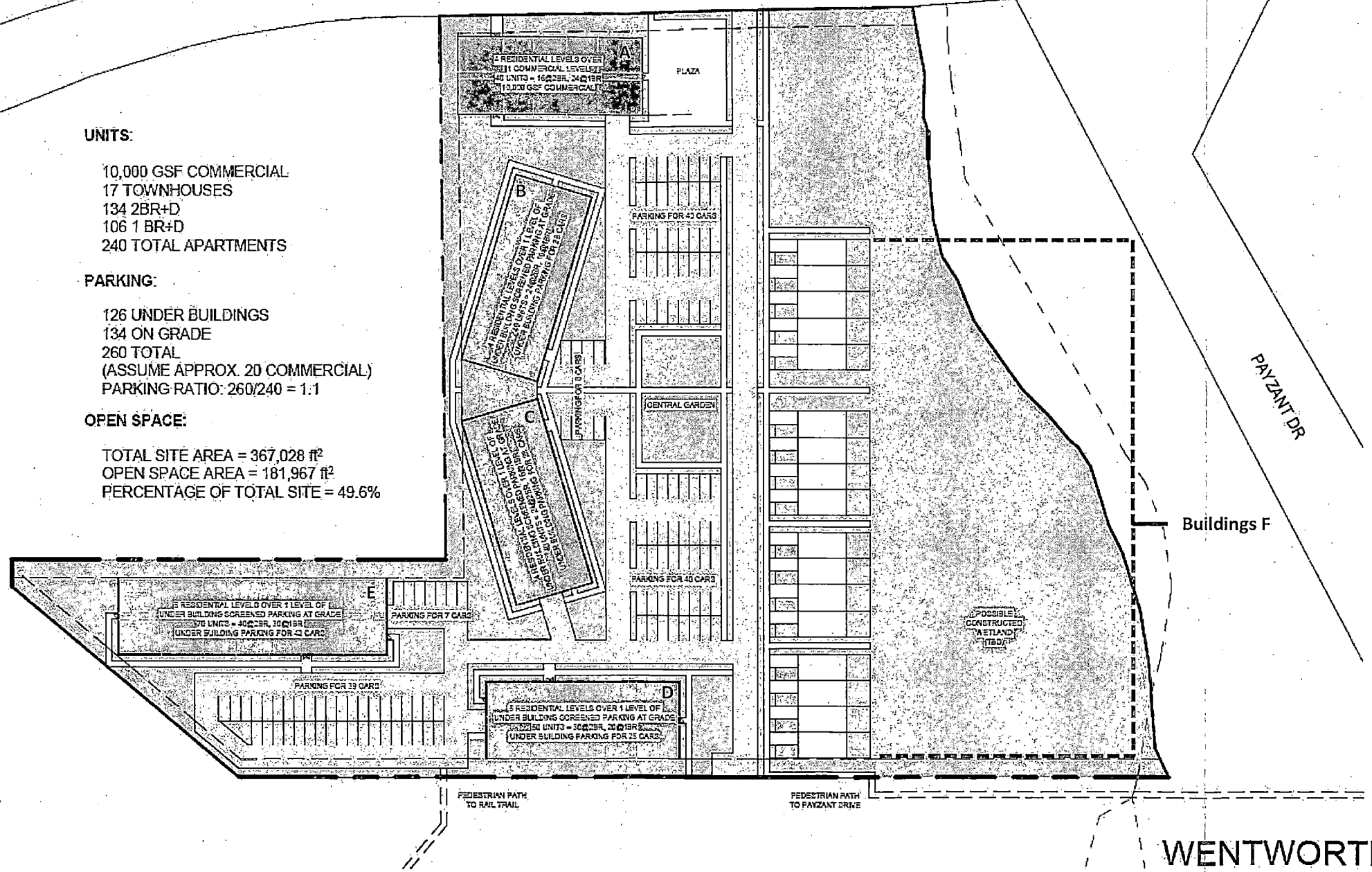
10,000 GSF COMMERCIAL
17 TOWNHOUSES
134 2BR+D
106 1 BR+D
240 TOTAL APARTMENTS

PARKING:

126 UNDER BUILDINGS
134 ON GRADE
260 TOTAL
(ASSUME APPROX. 20 COMMERCIAL)
PARKING RATIO: 260/240 = 1.1

OPEN SPACE:

TOTAL SITE AREA = 367,028 ft²
OPEN SPACE AREA = 181,967 ft²
PERCENTAGE OF TOTAL SITE = 49.6%



tects+Planners Inc.

N

0 10 m

WENTWORTH

PRELIMINARY SITE PLAN
02 FEBRUARY 2022

ASK-1

Schedule B
Amending Development Agreement (2024)

Statement of Registered and Recorded Interests

Land Registration Date/Time: 2005-09-16 08:47:54
Date/Time of Issuance of SRI: 2024-06-06 10:04:44
Date/Time of Parcel Register Update: 2024-06-06 10:03:36

Registration District: HANTS COUNTY
User Reference:

PARCEL INFORMATION:

Parcel Identification Number (PID): 45059631
Civic Address and Lot Number: WENTWORTH ROAD WINDSOR BLOCK A1
Condominium Corp. Number:
General Location of the Parcel: WINDSOR
Parcel Access Type: PUBLIC

REGISTERED OWNER'S INFORMATION:

Owner Name: 4546011 NOVA SCOTIA LIMITED
Qualifier:
Interest Type: FEE SIMPLE
Document Reference: 124167041 2024-05-28 10:49:56

Instrument Type: DEED
Address of Owner: 216 COBEQUID ROAD
LOWER SACKVILLE NS CA
B4C 2N4
Non-resident of Nova Scotia? NO

MANNER OF TENURE: NOT APPLICABLE
Description of Tenure:

BENEFITS TO THE REGISTERED INTERESTS:

Benefit Description: TOGETHER WITH AN EASEMENT/RIGHT OF WAY
Interest Type: EASEMENT / RIGHT OF WAY HOLDER (BENEFIT)
Document Reference: 96268132 2010-07-02 11:40:17

Instrument Type: EASEMENT/RIGHT OF WAY

Benefit Description: 45381647
Interest Type: SERVIENT TENEMENT PID
Document Reference: 96268132 2010-07-02 11:40:17

Instrument Type: EASEMENT/RIGHT OF WAY

*Indicates Parcel Register changes in process

BURDENS ON THE REGISTERED INTERESTS:

Interest Holder Name:	BELL ALIANT REGIONAL COMMUNICATIONS INC.	
Qualifier:		
Interest Type:	EASEMENT / RIGHT OF WAY HOLDER (BURDEN)	
Document Reference:	94276905	2009-09-15 15:51:17
Instrument Type:	EASEMENT/RIGHT OF WAY	
Address of Interest Holder:	POST OFFICE BOX 2380 HALIFAX NS CA B3J 3E5	

Interest Holder Name:	45381647	
Qualifier:		
Interest Type:	COVENANT HOLDER (BURDEN)	
Document Reference:	96268009	2010-07-02 11:36:27
Instrument Type:	AGREEMENT	
Address of Interest Holder:		

TEXTUAL QUALIFICATIONS ON TITLE:

By a transfer effective as of July 1, 2015, Bell Aliant Regional Communications Inc. transferred all of its assets, including its rights to all easements, licenses and other real property interests, to Bell Canada. An assignment of these real property interests has been recorded in the consolidated index (the grantor-grantee index) for each county in Nova Scotia. The current interest holder is the Bell Telephone Company of Canada or Bell Canada. The mailing address for service can be found on the Nova Scotia Registry of Joint Stock Companies.

RECORDED INTERESTS AND INSTRUMENTS:

Interest Holder Name:	WEST HANTS REGIONAL MUNICIPALITY	
Qualifier:		
Interest Type:	PARTY TO AGREEMENT	
Document Reference:	119485515	2021-10-20 12:22:57
Instrument Type:	OPTION	
Expiry Date:		
Address of Interest Holder:	76 MORISON DRIVE POST OFFICE BOX 3000 WINDSOR NS CA B0N 2T0	

Interest Holder Name:	WEST HANTS REGIONAL MUNICIPALITY	
Qualifier:		
Interest Type:	PARTY TO AGREEMENT	
Document Reference:	121392436	2022-10-03 09:48:34
Instrument Type:	AGREEMENT RE USE OF LAND	
Expiry Date:		
Address of Interest Holder:	76 MORISON DRIVE	

*Indicates Parcel Register changes in process

	POST OFFICE BOX 3000 WINDSOR NS CA B0N 2T0	
Interest Holder Name: Qualifier: Interest Type:	WEST HANTS REGIONAL MUNICIPALITY PARTY TO AGREEMENT	
Document Reference: Instrument Type: Expiry Date: Address of Interest Holder:	124199622 AMENDMENT (NOT CONDOMINIUM) 76 MORISON DRIVE POST OFFICE BOX 3000 WINDSOR NS CA B0N 2T0	2024-06-03 14:00:20

NON-ENABLING INSTRUMENTS:

Document Reference: Instrument Type:	94978252 ADDITION OF PARCEL ACCESS/REMOVAL OF INTERESTS ON S/D	2009-12-21 14:43:23
Document Reference: Instrument Type:	82939779 RETRACEMENT PLAN	2005-09-07 14:06:19
Document Reference: Instrument Type:	94946069 SUBDIVISION & AMALGAMATIONS	2009-12-16 11:06:32

QUALIFICATION:

The names lists for Tenant in Common interest holders that are not registered pursuant to the *Land Registration Act* have been obtained from Property Online and have not been searched for completeness or accuracy. No representations or opinions are made with respect to these Tenants in Common. The list of Tenants in Common not registered pursuant to the *Land Registration Act* cannot be relied upon as advice on the current state of title of those interests in the subject parcel. A search of the records at the appropriate Registry of Deeds office is required to determine the current owner(s) of the Tenants in Common not registered pursuant to the *Land Registration Act.*

*Indicates Parcel Register changes in process

Form 26

Purpose: to record an interest in a parcel; or
to record a power of attorney in the power of attorney roll

Registration District: **Hants**
Submitter's User Number: **9861**
Submitter's Name: **Marc P. Comeau,**
TAYLOR MACLELLAN COCHRANE

IN THE MATTER OF Parcel Identification Number (PID):

45059631

(Maximum 9 PIDs per form)

For Office Use Only

HANTS COUNTY LAND REGISTRATION OFFICE
I certify that this document was registered or recorded as shown here.
Cheryl Wagner, Regional Registrar
124199622 Document # LR☐ ROD☐
JUN 03 2021 MM DD YYYY
14:00 Time

Power of Attorney (Note: Completion is mandatory)

The attached document is signed by attorney for a person under a power of attorney, and the power of attorney is (select one or more)

√ No power of Attorney applies to this document.

This form is submitted to record the attached document (select applicable box):

X in the parcel register as a recorded interest
☐ in the power of attorney roll
☐ power of attorney registered under the *Registry Act*, for duplication in the power of attorney roll

The following information relates to the interest being recorded:

Instrument Type	Amendment (Non-Condominium)
Expiry date (*if applicable*)	
Interest holder and type to be added *(if applicable) Note include qualifier (e.g., estate of, executor, trustee, person representative) if applicable.*	West Hants Regional Municipality - Party to Agreement

May 4, 2009

Mailing address of interest holder to be added *(for power of attorney, provide mailing address for donee)*	76 Morison Dr. PO Box 3000 Windsor, NS B0N 2T0
Name and mailing address power of attorney donor to be added *(if applicable)*	N/A
Name and mailing address power of attorney donee to be added *(if applicable)*	N/A
Reference to related instrument in names-based roll/parcel register *(if applicable) (for power of attorney to be duplicated, insert document/instrument number/year; include book/page if applicable).*	Document No. 121392436 recorded October 3, 2022

The textual qualifications in the above-noted parcel register(s) are to be changed as follows:

Textual qualification on title to be removed *(insert any existing textual description being changed, added to or altered in ay way)*	N/A
Textual qualification on title to be added *(insert replacement textual qualification)*	N/A

Certificate of Legal Effect:

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

Dated at Windsor, Nova Scotia , this May 28, 2024

_____

Signature of Authorized Lawyer

Name: Marc P. Comeau
Address: 189 Gerrish St, Windsor NS B0N 2T0
Phone: (902) 678-6156
Email: comeau@tmclaw.com
Fax: (902) 798-1390

√ **This document does not affect non-land registration parcels.**

P:\MUN OF W HANTS\Development Agreements\2024\PID 45059631\Form 26 Purpose.2.wpd

West Hants
something inspiring awaits

AMENDING DEVELOPMENT AGREEMENT

THIS AMENDING AGREEMENT made this 8 day of MAY, 2024.

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 -

FH DEVELOPMENT GROUP INC. a body corporate, with a head office at 153 Sackville Drive, Suite 1, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Municipality and Owner entered into a Development Agreement, said Agreement being attached hereto as Schedule "A", dated the July 26, 2022, and recorded at the Land Registry Office on October 3, 2022, as document number 121392436;

AND WHEREAS the Owner wishes to amend the Development Agreement to increase the number of apartment dwelling units within Building A to 43, reduce the gross floor area of

commercial uses on the ground floor of Building A to 5,000 sq. ft. and to allow the conversion of the commercial space to residential if it is not leased within one year of framing;

AND WHEREAS the Council of the Municipality, at a meeting held on March 26, 2024, approved this request, pursuant to Policy 8.6.15 of the Windsor Municipal Planning Strategy and Section 6.1 (j) of the Windsor Land Use By-law;

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

1. The following Schedules to the Development Agreement shall be replaced with the schedules attached hereto:

   Schedule B – Site Plan

2. Section 2.2, *Development Location and Design*, of the Development Agreement shall be amended by deleting subclause 2.2 (b) and inserting a new subclause 2.2 (b) as follows:

   (b) The mixed-use apartment building fronting on Wentworth Road shown as Building A on the site plan in Schedule B is limited to a maximum of 43 dwelling units and 5,000 sq. ft. gross floor area on the ground floor for commercial uses and shall be the first building to be constructed on the Property. The ground floor area dedicated to commercial uses shall front on Wentworth Road.

3. Removing subsection (b) in Section 2.8, *Recreation Space*, of the Development Agreement so Section 2.8 reads as follows:

   A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space shall be provided on the Property and may include:

   (i) individual balconies; and
   (ii) common-use landscaped areas, which may include a plaza or central garden, in accordance with the Site Plan attached as Schedule B.

4. Inserting a new Section 2.16, *Building A Commercial Space,* of the Development Agreement as follows:

(a) The Municipality and the Owner acknowledge that commercial uses on the ground floor of Building A, fronting on Wentworth Road, would make a more vibrant streetscape and every effort should be made by the Owner to ensure there is a commercial component on the ground floor of Building A, fronting on Wentworth Road.

(b) The commercial space within Building A, fronting on Wentworth Road, may only be converted to residential apartment units if the following parameters are met:

(i) A WHRM Building Official has conducted and approved the framing inspection on the commercial space; and

(ii) The commercial space has been publicly advertised for lease by a licensed real estate agent for a period of at least 1-year from the approved framing inspection outlined in 2.16 (b) (i).

(c) Should the Owner wish to request the commercial space within Building A, fronting on Wentworth Road, be converted to residential apartment units, the Owner shall submit such request in writing with any supporting documentation to the Development Officer. The Development Officer will only approve such a request if the parameters outlined in Section 2.16 (b) are met.

(d) If the Owner is approved to convert the commercial space on the ground floor of Building A to residential, a maximum of 5 additional apartment units shall be permitted within Building A.

5. The parties hereby agree that all remaining terms and conditions of the Development Agreement recorded on October 3, 2022, shall remain in full force and effect.

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) **WEST HANTS REGIONAL MUNICIPALITY**
In the presence of:)
)
S Poirier) Per: _____
Witness) Abraham Zebian, Mayor
)
)
S Poirier) Per: Deanna Snair
Witness) Deanna Snair, Municipal Clerk
)

WEST HANTS REGIONAL MUNICIPALITY

)
)
) **FH DEVELOPMENT GROUP INC.**
)
)
)

Witness

Per: _____
) Faisal Al-Hammadi, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 8th day of May, A.D. 2024, before me, the subscriber, personally came and appeared Sara Pourier, 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 her presence.

A Commissioner of the Supreme Court of Nova Scotia

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 8th day of May, A.D. 2024, before me, the subscriber, personally came and appeared Sara Pourier, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Faisal Al-Hammadi**, one of the parties thereto, signed, sealed and delivered the same in her presence.

A Commissioner of the Supreme Court of Nova Scotia

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK
WEST HANTS REGIONAL MUNICIPALITY

I, Deanna Snair of Vaughan, 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 8th of May, 2024
the Municipal Clerk, Deanna Snair came before me, made oath,
and swore the foregoing affidavit at
Windsor, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

1. I Faisal Al-Hammadi of FH DEVELOPMENT GROUP INC. 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 8th May, 2024
the Deponents came before me, made oath,
and swore the foregoing affidavit at
Windsor, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Faisal Al-Hammadi, President

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

Schedule "A"

West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 30 day of AUG, 2022.

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 -

FH DEVELOPMENT GROUP INC. a body corporate, with a head office at 153 Sackville Drive, Suite 1, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located on Wentworth Road, PID 45059631, 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 Municipal Planning Strategy, zoned Wentworth Road Commercial (WR-C) on the Zoning Map of the Land Use By-law, within the Wentworth Road Gateway District and within the Environmental Constraints overlay; and

COPY

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to 240 apartment units, 10,000 sq. ft. of commercial space, and 17 townhouse dwellings grouped on the Property (the "Development"); and

WHEREAS Policy 8.6.15 of the Municipal Planning Strategy and Section 6.1 (j) of the Land Use By-law enable Council to consider entering into a development agreement to allow comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings in the Wentworth Road Gateway District; and

WHEREAS the Council of the Municipality, at a meeting held on July 26, 2022 approved this request and adopted this 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) "Commencement" means the date the Owner begins actively constructing a particular building within this Agreement as permitted by an issued development and building permit; and

(b) "Constructed wetland" means an engineered body of water that has specific plant species, soil types and microorganisms to treat water and aid in on-site stormwater management.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

(a) *Municipal Planning Strategy* means the 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

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

(i) those uses permitted by the underlying zoning in the Land Use By-law excluding car washes and drive-through restaurants;

(ii) residential development consisting of a maximum of 240 apartment dwelling units and 17 townhouse dwelling units;

(iii) under-building ground-level parking and surface parking for the uses within the buildings;

(iv) outdoor recreation space including but not limited to a plaza and central garden; and

(v) a constructed wetland which may be used for on-site stormwater management.

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. The Development location and design shall, subject to section 2.2(j), be generally consistent with the site plan shown in Schedule B.

(b) The mixed-use apartment building fronting on Wentworth Road shown as Building A on the site plan in Schedule B is limited to a maximum of 40 dwelling units and 10,000 sq. ft. gross floor area on the ground floor for commercial uses and shall be the first building to be constructed on the Property.

(c) The multi-unit apartment buildings shown as Building B, C, D and E on the site plan in Schedule B shall be limited to a maximum of 160 dwelling units. The buildings may include one storey of under building parking on the ground floor and may be constructed in an order suitable to the developer.

(d) The mixed-use apartment building and the multi-unit apartment buildings permitted in Section 2.2 (b) and (c) shall incorporate windows and other elements in the street level façade to avoid the appearance of solid blank walls.

(e) The 17 townhouse dwelling units shown as Buildings F on the site plan in Schedule B may be constructed any time after Building A and one of the multi-unit apartments, as identified as Buildings B-E on the site plan in Schedule B, are complete and have received occupancy permits.

(f) In the event that the Owner chooses to build and occupy one building at a time, the following infrastructure is required for that building:

(i) the necessary services for the proper use and enjoyment of the building including but not limited to a driveway and access, landscaping, pedestrian walkways, parking, lighting, and water and sewer services; and

(ii) the required usable recreation space as per Section 10.5, *Recreational Space*, of the Land Use By-law.

(g) Development shall conform to the following requirements:

Minimum Front Yard	15 ft. (4.57 m.)
Minimum Rear Yard	25 ft. (7.62 m.)
Minimum Side Yard*	25 ft. (7.62 m.) *No side yard shall be required along the common wall dividing a townhouse dwelling.

(h) Development height shall conform to the following requirements:

Type of Building as shown on Schedule B	**Maximum Height**	**Maximum Storey of Main Building**
Building A: Mixed-use multiple unit apartment building	55 ft. (16.76 m.)	5 storeys
Building B and C: Multiple unit apartment buildings	55 ft. (16.76 m.)	5 storeys
Building D and E: Multiple unit apartment buildings	65 ft. (19.8 m.)	6 storeys
Buildings F: Townhouse dwellings	35 ft. (10.67 m.)	3 storeys

(i) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*. The maximum height of an accessory building shall be 15 ft. (4.57 m.).

(j) The Development Officer may approve in writing minor changes to the location of the main buildings 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 2.9, *Site Drainage*, and 2.10 (d), *Environmental Study,* of this agreement provided the side yards are not decreased.

(k) No structure shall be located closer than 50 ft. (15.24 m.) from a watercourse.

(l) A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space as outlined in Section 2.8, *Recreational Space*, shall be required.

2.3 Phasing

(a) Construction of Building A and all relevant infrastructure and landscaping as outlined in Section 2.2 (f) and 2.7 (c) of this Agreement shall be completed within twenty-four (24) months of the commencement of Development outlined in Section 4.1 of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, Development as per this agreement 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.

(b) Construction of Buildings B-F and all relevant infrastructure and landscaping as outlined in Section 2.2 (f) of this Agreement shall be completed within ninety-six (96) months of the actual commencement of Development of Building A provided that such commencement is within the time limit prescribed in Section 4.1 of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, Development of Buildings B-F shall no longer be permitted and this Agreement may be discharged in part solely 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.

2.4 Access and Egress

(a) The Owner shall, subject to Section 2.2 (j), develop, construct, and maintain the driveway in the Development in general conformance with the driveway shown on Schedule B.

(b) The driveway shown on Schedule B shall provide a minimum street allowance of 50 ft. (15.24 m.) and shall be paved with a minimum paved surface of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated and paved.

(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 Wentworth Road or any other public road.

(d) A 5 ft. (1.52 m.) wide pedestrian walkway shall be provided from the sidewalk on Wentworth Road to the main entrances of each building. 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

(a) All parking spaces for vehicles using the Property shall be located on the lot and shall, subject to Section 2.2 (j), 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 300 sq. ft. (27.9 sq. m.) gross floor area dedicated to commercial uses on the Property.

(c) Parking may be provided either within the buildings 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, location and arrangement of parking spaces, aisles and driveways may be varied in writing by the Development Officer in accordance with Section 2.15, *Variance*, of this Agreement.

2.6 Fire Safety

(a) No development permit shall be issued until the location and connection design of any fire hydrant(s) to the municipal water supply has been approved by the water utility, in consultation with the district Fire Chief.

(b) All curbs shall be designed to be mountable by emergency services vehicles.

(c) All access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.7 Landscaping

The Owner shall:

(a) keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

(b) provide a landscaped area at least 15 ft. (4.57 m.) deep that runs the length of and directly abuts the front lot line along Wentworth Road, excluding driveway openings and walkways.

(c) the landscaped area required in Section 2.7 (b) shall be grassed, or other appropriate vegetative ground cover used, and trees shall be planted at intervals no greater than 50 ft. (15.24 m.) on centre. New trees shall have a minimum diameter of 2 in. (5.08 cm.) measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft. (1.52 m.). Where possible, existing trees may be retained and included in the calculation of plantings required.

(d) For parking lots containing 20 or more spaces, landscaped islands with a minimum permeable surface area of 100 sq. ft. (9.29 sq. m.) shall be provided within the parking lot at a rate of one island per 20 parking spaces. Islands may be located at the end of banks of parking stalls or separating banks of parking stalls. Landscaped islands may include shrubs, perennials, annuals or ground cover and shall include at least one tree, having a minimum diameter of 2 in. (5.08 cm.) measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft. (1.52 m.), per island. These landscaped islands may be used for on-site stormwater management.

2.8 Recreational Space

(a) A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space shall be provided on the Property and may include:

(i) individual balconies; and

(ii) common-use landscaped areas in accordance with the Site Plan attached as Schedule B.

(b) The plaza shown on the site plan in Schedule B shall be completed before an occupancy permit is issued for Building A. The central garden on the site plan in Schedule B shall be completed in conjunction with Building B and C. The plaza and central garden shall be included in the useable recreation space calculations.

2.9 Site Drainage

(a) No development permit shall be issued until the Owner provides a stormwater management plan that will satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties.

(b) No development permit shall be issued for the constructed wetland until the Owner submits engineered drawings to the Municipal Engineer for approval prior to construction.

(c) 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 Development. The Owner shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.

(ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from or cause a nuisance to nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m.) to an abutting property.

(b) Water and Sewer Services

(i) Any of the proposed uses on the lot shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services

Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

(ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property.

(c) Snow Plowing

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

(d) Environmental Study

For any portion of the main buildings shown on Schedule B of this Agreement that is intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law, the Owner must provide the Development Officer with a completed Environmental Study as outlined in Policy 12.0.2 of the Municipal Planning Strategy prior to a development permit being issued.

2.11 Construction Noise

Construction on the lot shall only be permitted between the hours of 7:00 a.m. and 9:00 p.m. daily unless construction is being conducted within a wholly enclosed structure.

2.12 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.

2.13 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.

2.14 Subdivision

No alterations to the lot configuration or subdivision 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.

2.15 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*:

(i) minimum required yard dimensions except side yard requirements as required in Section 2.2 (g) of this Agreement;
(ii) number of parking spaces required; and
(iii) floor area occupied by a home-based business.

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*;
(b) the order of building construction in Section 2.2, *Development Location and Design*, and the required recreation space for Buildings A, B and C in Section 2.8 (b), *Recreation Space*;
(c) the fire safety requirements listed in Section 2.6, *Fire Safety*;
(d) the landscaping requirements in Section 2.7, *Landscaping*; and
(e) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*.

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 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 eighteen (18) 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 Development without such an extension being deemed to be an amendment to this Agreement.

(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 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 Faisal Al-Hammadi, FH Development Group Inc., 153 Sackville Drive, Suite 1, Lower Sackville, NS, B4C 2R3, or at any other address provided by the Owner.

(b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

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

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) **WEST HANTS REGIONAL**
In the presence of:) **MUNICIPALITY**
)
)
)
)

_____ Per: _____
Witness) Abraham Zebian, Mayor
)
_____) Per: _____
Witness) Deanna Snair, Municipal Clerk

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) FH DEVELOPMENT GROUP INC.
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Witness) Per: _____
) Faisal Al-Hammadi, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 6th day of September, A.D. 2022, before me, the subscriber, personally came and appeared Pamela Northup, 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 her presence.

Rhonda Brown
A Commissioner of the Supreme Court of Nova Scotia

Rhonda N. Brown
A Commissioner of the
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 6th day of September, A.D. 2022, before me, the subscriber, personally came and appeared Pamela Northup, 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 her presence.

Rhonda Brown
A Commissioner of the Supreme Court of Nova Scotia

Rhonda N. Brown
A Commissioner of the
Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 30th day of August, A.D. 2022, before me, the subscriber, personally came and appeared Sara Poirier, a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Faisal Al-Hammadi**, one of the parties thereto, signed, sealed and delivered the same in her presence.

A Commissioner of the Supreme Court of Nova Scotia

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

AFFIDAVIT OF CLERK

WEST HANTS REGIONAL MUNICIPALITY

I, Deanna Snair of Vaughan, 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 September 1, 2022
the Municipal Clerk, Deanna Snair came before me, made oath,
and swore the foregoing affidavit at
Windsor, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Deanna Snair, Clerk

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

1. I Faisal Al-Hammadi of FH DEVELOPMENT GROUP INC. 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 30th of August, 2022
the Deponents came before me, made oath,
and swore the foregoing affidavit at
Windsor, Nova Scotia.

A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

FAISAL AL-HAMMADI, President

Pamela M. Northup
A Commissioner of the
Supreme Court of Nova Scotia

Schedule A
Legal Description – PID 45059631

ALL that lot of land situate at Windsor, in the County of Hants and Province of Nova Scotia shown as Block A1 on a Plan of Survey prepared by Bruce Lake, N.S.L.S. entitled "Plan of Survey Parcel A lands conveyed to The Town of Windsor, The Municipality of the District of West Hants" dated the 23rd day of March, 2005, and recorded at the Registry of Deeds in Windsor on the 7th day of September, 2005 as document #82939779.

Together with an easement in favour of the Town of Windsor, over Lot B, lands of Canadian Tire Real Estate Limited, as defined and described in the Access Easement Agreement recorded on July 2, 2010 as Document 96268132.

Subject to the Restrictive Covenants as defined and described in the Restriction Agreement between the Town of Windsor the Canadian Tire Real Estate Limited, recorded on July 2, 2010 as Document 96268009.

Subject to an Easement in favour of Bell Aliant Regional Communications Inc., in its capacity as general partner for Bell Aliant Regional Communications, Limited Partnership dated the 13th day of June, 2008 and recorded at the Land Registration Office for the district of Hants on the 15th day of September 2009 as Document No. 94276905.

SAVING and EXCEPTING LOT B as shown on registered Plan No. 94946069 at the Land Registration Office for Hants County.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as plan or document number 94946069

The MGA compliance statement has been applied by SNSMR during the processing of the abovementioned plan 94946069

Schedule B
Site Plan

Schedule B
Site Plan

UNITS:

5000 GSF COMMERIAL
3 3BR TOWNHOUSES
14 2BR STACKED TOWNHOUSES

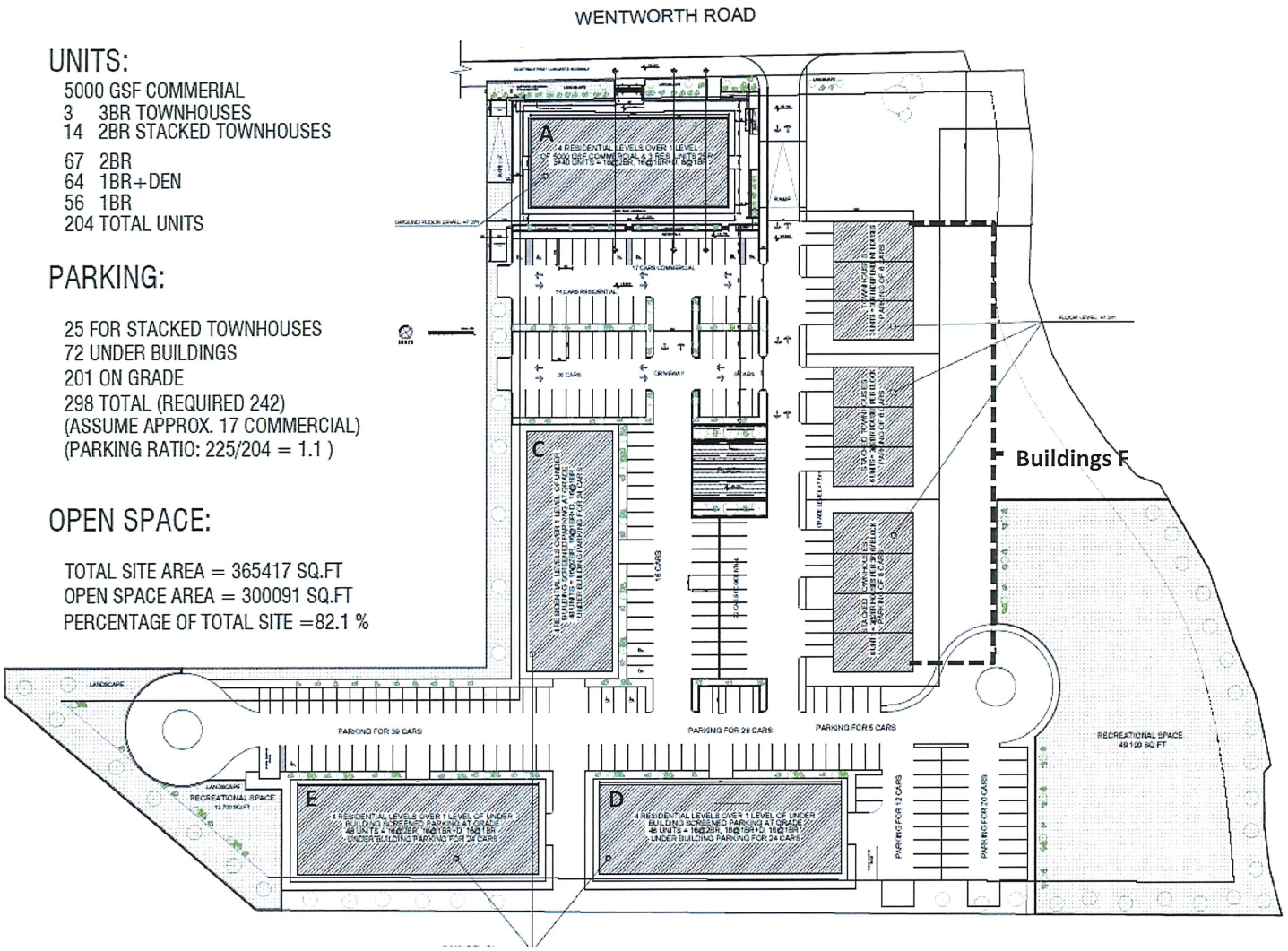
67 2BR
64 1BR+DEN
56 1BR
204 TOTAL UNITS

PARKING:

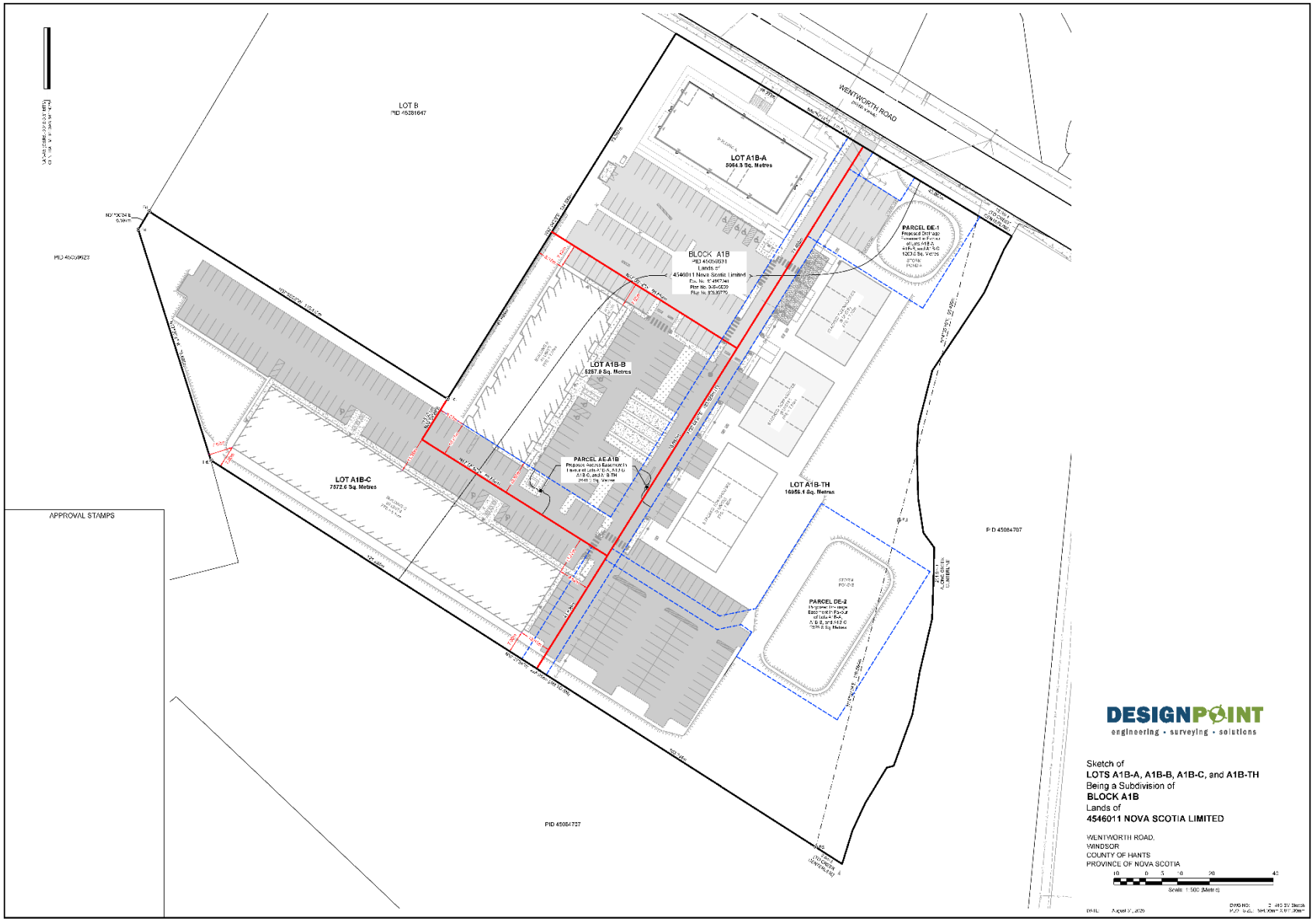
25 FOR STACKED TOWNHOUSES
72 UNDER BUILDINGS
201 ON GRADE
298 TOTAL (REQUIRED 242)
(ASSUME APPROX. 17 COMMERCIAL)
(PARKING RATIO: 225/204 = 1.1)

OPEN SPACE:

TOTAL SITE AREA = 365417 SQ.FT
OPEN SPACE AREA = 300091 SQ.FT
PERCENTAGE OF TOTAL SITE =82.1 %



Schedule C
Site Plan



DESIGNPOINT
engineering • surveying • solutions

Sketch of
LOTS A1B-A, A1B-B, A1B-C, and A1B-TH
Being a Subdivision of
BLOCK A1B
Lands of
4546011 NOVA SCOTIA LIMITED

WENTWORTH ROAD,
WINDSOR
COUNTY OF HANTS
PROVINCE OF NOVA SCOTIA

Scale 1:500 (Metric)

DATE: August 27, 2025

Attachment C – 2022-06-09 Staff Report, Development Agreement:
Wentworth Road, PID 45059631; File #22-03

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐

To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2022-06-09

Subject: Development Agreement: Wentworth Road, PID 45059631; File #22-03

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 to permit 240 apartment units, 10,000 sq. ft. of commercial space, and 17 townhouse dwellings on PID 45059631 on Wentworth Road in a manner substantively the same as the draft set out in Attachment C of the report to the Planning and Heritage Advisory Committee report #22-03 dated June 9, 2022.

…that PAC/HAC recommends that Council require that the development agreement with FH Development Group Inc. be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐

A completed application was received on January 20, 2022, from Chrystal Fuller of Brighter Community Planning & Consulting on behalf of the property owner Faisal Al-Hammadi of FH Development Group Inc. The application was to consider permitting a mixed-use development consisting of grouped multiple unit residential buildings and townhouses on the property at PID 45059631 on Wentworth Road. The lot is currently vacant and is owned by FH Development Group Inc.; Mr. Al-Hammadi is the President of that company.

This application was considered by Planning and Development staff in two parts:

1. an amendment to the text of the Windsor Municipal Planning Strategy and Windsor Land Use By-law to enable Council to consider grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed-use apartment dwellings by development agreement in the Wentworth Road Gateway District. This portion of the application was approved by Council on April 26, 2022; and
2. consider the proposed uses by development agreement as per Policy 8.6.15 of the WMPS.

This report corresponds with the second part of the application.

DISCUSSION

The 8.43-acre subject lot abuts Wentworth Road in Windsor. The lot is currently designated Commercial on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS). It is also located in the Wentworth Road Gateway District. Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor and Section 8.6 describes the intention for development in the Wentworth Road Gateway District.

The subject lot is zoned Wentworth Road Commercial (WR-C) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2). The Wentworth Road Commercial (WR-C) zone permits a wide range of general commercial and highway commercial uses, as well as large format retail stores within a specified size limit as-of-right. Residential uses are permitted in the Wentworth Road Commercial (WR-C) zone however not on the ground floor. Dwellings grouped on the same lot are also not permitted.

Almost the entire subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh. 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 within the designated area of the subject lot.

Properties within the Environmental Constraints designation must meet more stringent requirements including completing an environmental study before being issued a development permit for any new building. The property owner is proposing to develop a currently vacant lot therefore any of the buildings to be constructed on the Environmental Constraints area of the subject lot would have to meet Section 27.0, Environmental Constraints Areas, of the WLUB. The study should describe site conditions and suitable construction methods for the specific lot. This is also outlined in Section 2.10 (d), *Environmental Study*, of the draft development agreement.

The subject lot directly abuts properties with a variety of zoning and designations. The designation of the properties abutting the subject lot include Agriculture and Commercial and the zoning of these abutting lots is Wentworth Road Commercial (WR-C), General Commercial (GC), and Agriculture (AG).

History of Subject Lot

The subject lot (PID 45059631) was the location of former Windsor High School which was decommissioned in 2004. The subject lot was owned by the Municipality until 2021 when it was deemed to be surplus property and advertised for sale publicly. The lot was sold to FH Development Group Inc. through a Purchase and Sale Agreement.

The Purchase and Sale Agreement requires the proposed development to be 15% complete within two (2) years of the execution of a development agreement. The agreement specifies that construction of the proposed development shall be considered 15% complete once the footings for the initial apartment building are complete. The timelines for commencement in Section 4.1 and phasing in Section 2.3 of the draft development agreement in Attachment C has been drafted with this in mind.

Development Agreement

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

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

Windsor Land Use By-law

Section 6.0 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: comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings, 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;"

Proposed Development Agreement

The applicant proposes to develop three (3) five-storey and two (2) six-storey apartment buildings for a total of up to 240-units within the apartment buildings. One (1) building will include up to 10,000 gross sq. ft. (929 sq. m.) of commercial space on the ground floor. The applicant also proposes to develop up to 17 townhouses on the lot. The site will have a minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreational space for tenants which will include a plaza and central garden. The permitted uses on the lot are outlined in Section 2.1, *Use*, of the draft development agreement (Attachment C).

The property owner is proposing a total of 260 parking spaces on the lot for the apartment buildings with 126 of those spaces being located within the first level of the buildings and the rest of the parking outside at grade. The WLUB currently requires 1.5 parking spaces per dwelling unit at a size of 10 ft by 20 ft. Due to the location of the lot in the community of Windsor and proximity of the lot to surrounding services, staff determined that it would be appropriate to reduce the amount of required parking per dwelling unit. As outlined in Section 2.5, *Parking*, of the draft development agreement, parking will be required at one (1) space per dwelling unit and a minimum of one (1) parking space for every 300 sq. ft. (27.9 sq. m.) gross floor area dedicated to commercial uses. The size of each parking space will be 9 ft. x 20 ft. (2.7 m. x 6.1 m.).

Section 2.4, *Access and Egress*, of the draft development agreement outlines that the developer will be required to construct a 5 ft. (1.52 m.) wide pedestrian walkway from the sidewalk on Wentworth Road to the building entrances. This will ensure pedestrian safety and promote active transportation use to surrounding services.

The WLUB requirements for signs and lighting will be used to regulate signs and illumination on the subject lot, as outlined in Section 2.13, *Signs and Lighting*, of the draft development agreement. Waste collection and snow plowing will be provided privately by the developer (Section 2.10 (a) and (b)). Construction noise is limited to between the hours of 7:00 a.m. and 9:00 p.m. daily, unless construction is being conducted within a wholly enclosed structure (Section 2.11). Section 2.6, *Fire Safety*, was developed based on the Fire Chiefs comments.

To meet the Wentworth Road Gateway intent, policies and criteria, the draft development agreement was written to require:

- a 15 ft. (4.57 m) landscaped area along the lot frontage on Wentworth Road (Section 2.7 (b));
- landscaped islands within parking areas of 20 spaces or more to avoid the appearance of large, uninterrupted expanses of asphalt, which may be used for on-site stormwater management;
- a 5 ft. (1.52 m.) wide pedestrian walkway to the main entrances of each building to ensure safe pedestrian access (Section 2.4 (d)); and
- the building design to incorporate windows and other elements at the street level façade to avoid the appearance of solid blank walls (Section 2.2 (d)).

As per the draft development agreement the developer will be required to provide the following items prior to being issued a development permit:

- a stormwater management plan for the site that satisfies the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties as outlined in Section 2.9, *Site Drainage*;
- an Environmental Study for any portion of the main buildings to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law as outlined in Section 2.10 (d), *Environmental Study;* and
- design plans of the water and sewer servicing connections and layout including location and connection design of any fire hydrant(s) as outlined in the 2.10 (b), *Water and Sewer Services*, and 2.6 (a), *Fire Safety*.

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 uses permitted on the Property as listed in Section 2.1, Use;
- the order of building construction in Section 2.2, Development Location and Design, and the required recreation space for Buildings A, B and C in Section 2.8 (b), Recreation Space;
- the fire safety requirements listed in Section 2.6, Fire Safety;
- the landscaping requirements in Section 2.7, Landscaping; and
- the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, Site Drainage.

Other items such as engineered building design, accessible parking, elevators, sprinkler systems, and barrier free units will be required by the Manager of Building and Fire Inspection Services as per the National Building Code requirements. A full review of the building plans would be conducted when the property owner applies for development and building permits. These items are not listed in the draft development agreement as the National Building Code would take precedence over the development agreement as outlined in Section 5.1, *Compliance with other By-laws and Regulations*, in the draft development agreement.

Public Comments

Staff received comments from the public during the Public Information Meeting (PIM) comment period from May 12-27, 2022. All comments received were considered by staff when drafting this report and draft development agreement. A copy of the complete comments can be found in Attachment D.

Windsor Municipal Planning Strategy

Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor and Section 8.6 describes the intention for development in the Wentworth Road Gateway District. Policy 8.6.15 establishes Council's intention to consider proposals for comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed-use apartment dwellings within the Wentworth Road Gateway District by development agreement. Proposals for this type of development in the Wentworth Road Gateway District are to be reviewed against Policy 8.6.16. Staff have reviewed these criteria in Attachment A.

WMPS Specific Criteria

Policy 8.6.16 outlines the specific crtieria to be considered by Council, which are examined in detail in Attachment A.

In summary, the specific criteria are met since:

- the development agreement is consistent with the intent of Policies 8.6.15, 8.6.16, 8.6.4 and 8.6.8 and other relevant policies of the WMPS; and
- the development agreement is consistent with the intent of the Wentworth Road Gateway District ensuring that the development will include landscaping, safe pedestrian access, and be designed to enhance the streetscape.

WMPS General Criteria

The proposed development meets the general criteria for development agreements set out in the 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, Development Officer, Manager of Building and Fire Inspection Services, Municipal Project Engineer, and Manager of Public Works Operations have no concerns which have not been addressed in the development agreement.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

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

As the majority of the subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh the property owner must complete an environmental study before being issued a development permit for any new building. This is outlined in Section 2.10 (d), *Environmental Study*, of the draft development agreement. The environmental study will ensure that the proposed development is constructed in a manner suitable for the site conditions and in a way that addresses any potential flooding issues. The Public Works Department has also required the developer to provide a stormwater management plan prior to being issued development permits for the subject lot, as outlined in Section 2.9, *Site Drainage*, of the draft development agreement. The stormwater management plan will ensure the stormwater is managed by the developer on-site and will not impact abutting properties.

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, policies and criteria of the WMPS. As a result, it is reasonable to enter into a development agreement to

permit 240 apartment units, 10,000 sq. ft. of commercial space and townhouse dwellings grouped on the lot at PID 45059631 on Wentworth Road.

Process

Staff Review

▼

Public Information Meeting – May 12

▼

PAC/HAC receives staff report and PIM Notes
PAC/HAC Review and Recommendation – June 9

▼

Regional Council First Reading – June 28*

▼

Public Hearing & Second Reading – July 26*

▼

Notice of Approval in Local Paper

▼

14-Day Appeal Period

*anticipated dates; final dates set by Council

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	Environmental Constraints Extract
Attachment A	Specific Criteria for Development Agreement
Attachment B	General Criteria for Development Agreement

Attachment C	Public Information Meeting Notes
Attachment D	Draft Development Agreement

Report Prepared by: _____
Sara Poirier, Senior Planner

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

Figure 1
Windsor GFLUM Extract

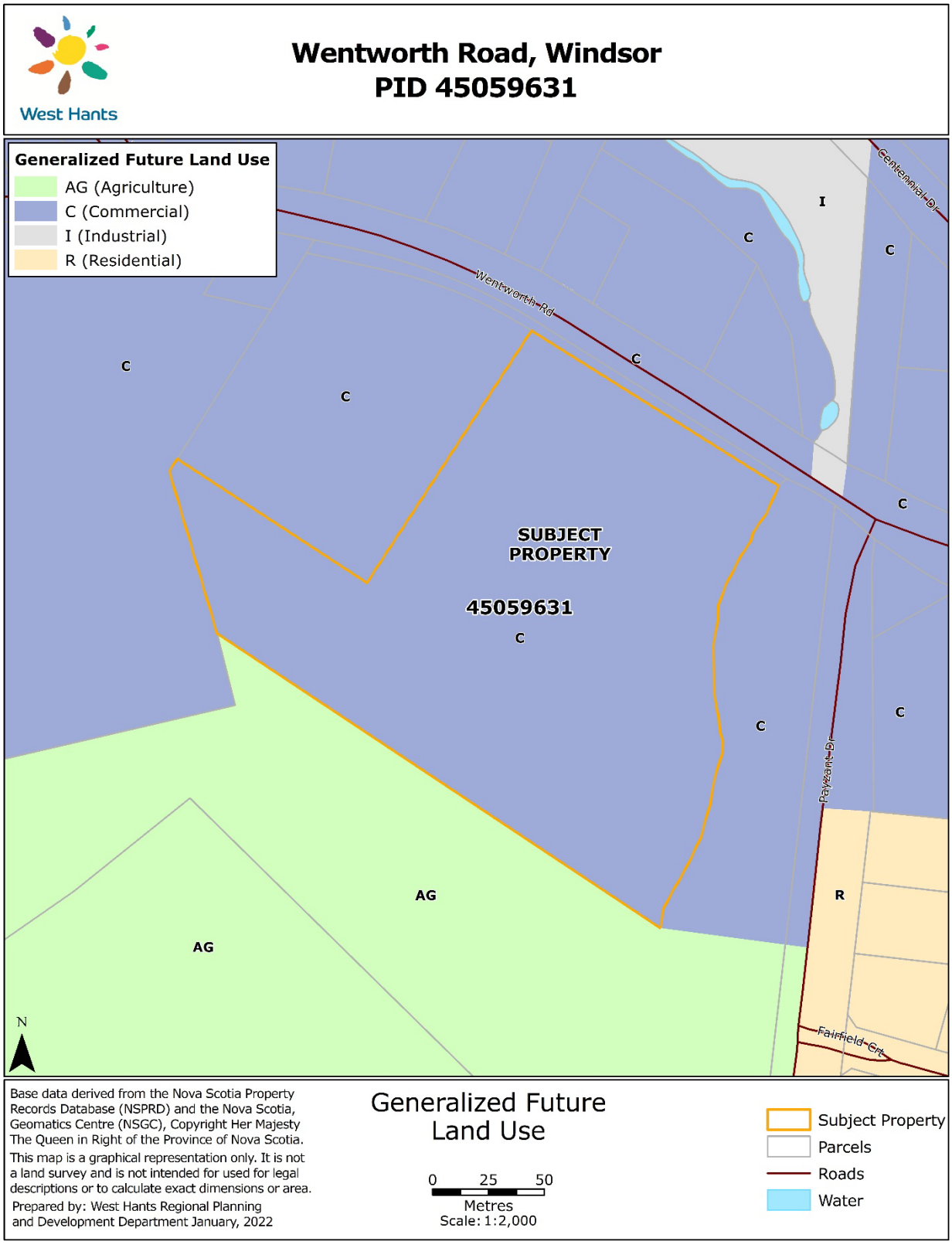


Figure 2
Windsor Zoning Map Extract

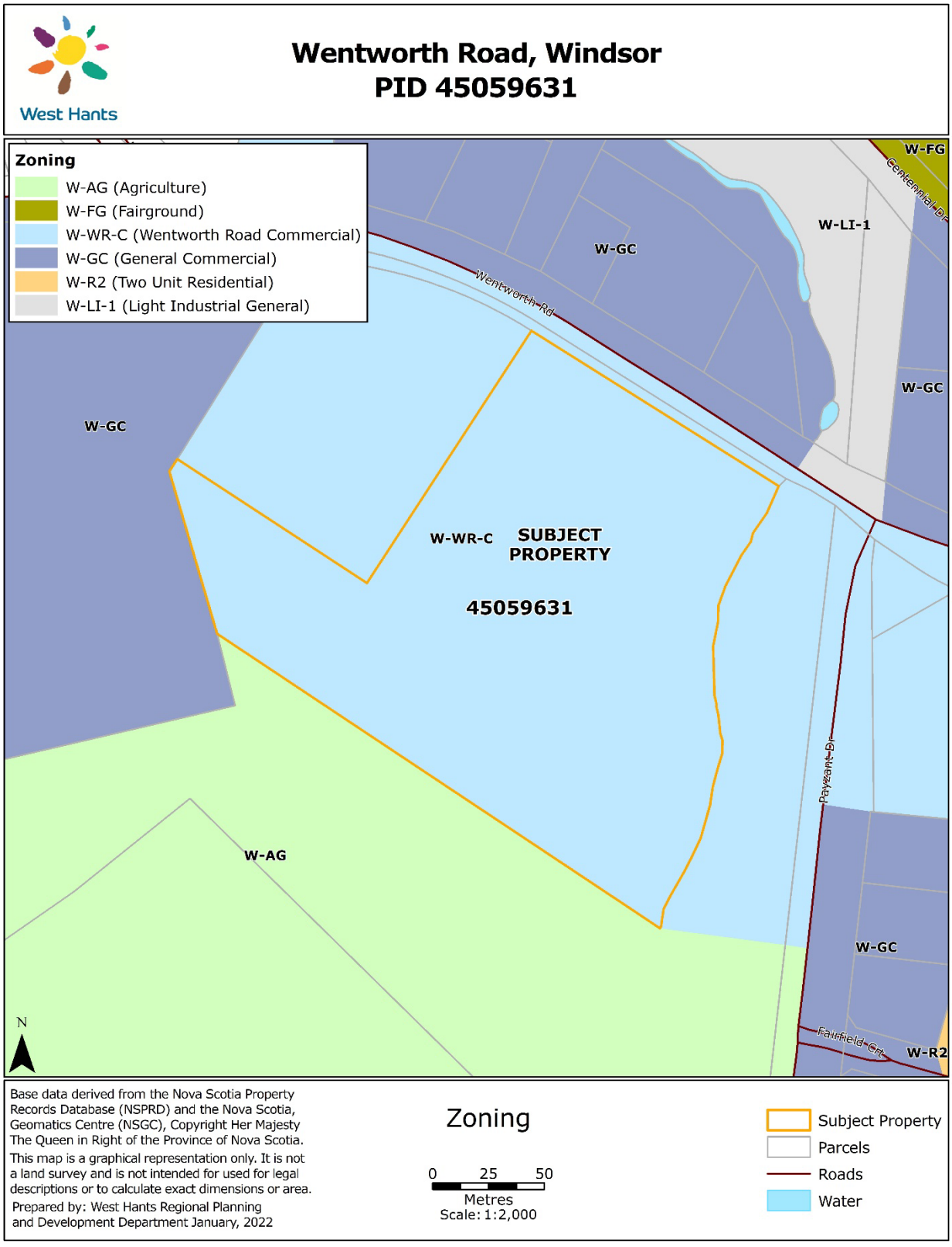
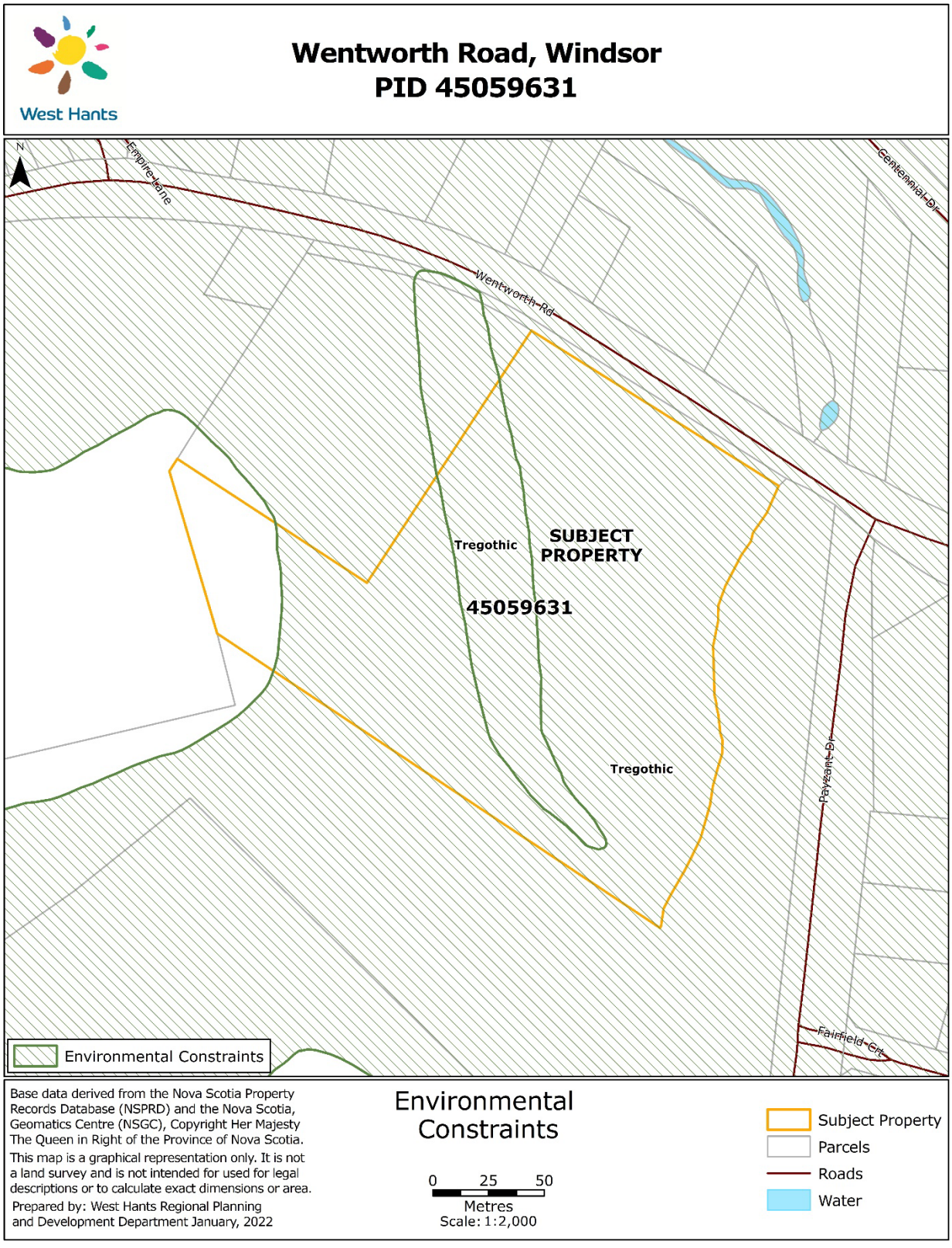


Figure 3
Environmental Constraints Extract



Attachment A
Specific Criteria for Development Agreement

Policy 8.6.15 It shall be the policy of Council that within the Wentworth Road Gateway District, Council will consider proposals for comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings, 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.

COMMENT
This development proposal includes grouped mixed-use and multi-unit apartment buildings and townhouses on the subject lot.

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**
(a) the proposed use will not conflict with neighbouring uses;	The subject lot directly abuts properties with a variety of zoning and designations. The designation of the properties abutting the subject lot include Agriculture and Commercial, and the zoning of these abutting lots is Wentworth Road Commercial (WR-C), General Commercial (GC), and Agriculture (AG). The subject lot is zoned Wentworth Road Commercial (WR-C) which permits a wide range of general commercial and highway commercial uses, as well as large format retail stores within a specified size limit as-of-right. To the north of the subject lot are small scale commercial and residential uses and a church. There is a vacant property to the east of the subject lot and small scale commercial on the east side of Payzant Drive. The lots south of the subject lot are vacant

	agricultural land, and there is vacant land and the West Hants Education Centre to the west of the subject lot. Section 2.11, *Construction Noise*, of the draft development agreement outlines the hours permitted for construction to take place on the site. Wentworth Road is designated an arterial road on the Transportation Map of the Windsor Municipal Planning Strategy which means the road is built to a higher standard and expected to handle more traffic than collector or local roads. The Manager of Operations for the Municipal Public Works Department commented that they have no concerns with the adequacy of roadways leading to the development or the increased traffic associated with the proposal. When requested for comment the Municipal Development Officer stated "In my opinion this proposed development does not propose any conflict with neighboring uses."
(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 the Wentworth Road Gateway District;	The subject lot is within the Wentworth Road Gateway District where Council created the following objectives: • to identify Wentworth Road as an 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. To achieve these objectives, new developments within this special development area are required to provide landscaping and other features that contribute to the overall attractiveness of the

	streetscape and create a safe and pleasant pedestrian environment, as well as allowing for efficient traffic movement. These items have been addressed in Sections 2.4, *Access and Egress,* 2.7, *Landscaping*, and 2.8, *Recreation Space,* of the draft development agreement. Wentworth Road hosts a variety of uses including the Hants County Exhibition Arena, West Hants Sports Complex, West Hants Centre for Education, commercial uses including gas stations, banks and retail stores, and a number of residential uses. The proposed mixed-use and multi-unit apartment buildings are taller than any surrounding buildings. The Wentworth Road Commercial (WR-C) zone permits a maximum height of 3 storeys (35 ft. or 10.68 m.). This proposed development will include mixed-use and multi-unit apartment buildings; three of these buildings are proposed to be 5 storeys (55 ft. or 16.76 m.) in height, and two of the buildings are proposed to be 6 storeys (65 ft. or 19.8 m.) in height. Although these grouped dwellings are different than the current development pattern in the area and the proposed buildings are taller, staff believe the scale of development is compatible with the surrounding buildings and will enhance the appearance of the streetscape which aligns with the intent of the Wentworth Road Gateway District. The proposal places the 5 storey buildings closer to Wentworth Road with the higher storey buildings being located at the back of the subject lot farthest from the road. The mixed-use apartment building on Wentworth Road will be set back from the front lot line

	and be required to provide a 15 ft. (4.57 m) landscaped area as specified in Section 2.7 (b), *Landscaping*, of the draft development agreement. This will provide a more human scale to the 5 storey building and allow the commercial businesses on the ground floor to have some space for customers entering / exiting that is not on the public sidewalk.
(c) the building design incorporates windows and other elements in the street level façade to avoid the appearance of solid blank walls;	To meet this criteria, Section 2.2 (d) of the draft development agreement specifies that the mixed-use and multi-unit apartment building design must incorporate windows and other elements at the street level façade to avoid the appearance of solid blank walls. The developer could utilize a number of methods to accomplish this including public art, creative landscaping and vegetation, windows, and/or façade treatments.
(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;	The Manager of Operations for the Municipal Public Works Department has stated that WSP completed a Windsor Intersection Infrastructure Needs Assessment for the Municipality which incorporated this proposed development in the traffic study. The study was prepared due to the planned reconstruction of the Exit 5A ramp for Highway 101 by the Provincial Department of Transportation and Active Transit. The study recommended upgrades to the intersection of Payzant Drive and Wentworth Road to include a roundabout. The Manager of Operations noted that these upgrades are being designed and will be discussed during the 2023-24 budget deliberations. They stated that an additional study would not be required to be provided by the developer.
(e) the provisions of Policies 8.6.4 and 8.6.8;	See below.

(f) any other matter which may be addressed in a development agreement or land use by-law; and	The Municipal Project Engineer specified that the "Developer must provide engineered stormwater plans to meet all municipal requirements". A stormwater management plan is required prior to any development permit being issued for the proposed uses, as outlined in Section 2.9, *Site Drainage*, of the draft development agreement. They also specified that "External services are considered commercial, therefore services such as garbage collection and snow plowing would be the responsibility of the property owner." This requirement is outlined in Section 2.10 (a), *Waste Collection*, and (c), *Snow Plowing*, of the draft development agreement. The Canadian Helicopters Base Manager for EMS Operations has been contacted to comment on whether the proposed development will have any impact on the helicopter landing pad at the Hants Community Hospital in Windsor. No response has been received at this time of filing this report. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses. All other matters are addressed elsewhere in this report.
(g) the provisions of Policy 16.3.1.	Please see Attachment B for further details.

As stated in Policy 8.6.16 (e) the development agreement should be considered against the provisions of Policy 8.6.4 and 8.6.8 of the Municipal Planning Strategy. These policies are reviewed below.

Policy 8.6.4 It shall be the policy of Council to treat the Wentworth Road Gateway District as a special development area where new developments shall be required to provide landscaping and other features that contribute to the overall

attractiveness of the streetscape and create a safe and pleasant pedestrian environment, as well as allowing for efficient traffic movement.

COMMENT
These items have been addressed in Sections 2.4, *Access and Egress,* 2.7, *Landscaping*, and 2.8, *Recreation Space,* of the draft development agreement. See Section 8.6.16 (b).

Policy 8.6.8 It shall be the intention of Council that, within the Wentworth Road Gateway District, the following matters will be addressed through Land Use By-law requirements and development agreement provisions:

CRITERIA	**COMMENT**
(a) landscaping along the street frontage to enhance the overall attractiveness of the streetscape and provide a buffer between the sidewalk and commercial or other development;	The mixed-use apartment building on Wentworth Road will be set back from the front lot line and be required to provide a 15 ft. (4.57 m) landscaped area as specified in Section 2.7 (b), *Landscaping*, of the draft development agreement. This will provide a more human scale to the 5 storey building and allow the commercial businesses on the ground floor to have some space for customers entering / exiting that is not on the public sidewalk.
(b) landscaping within parking lots to avoid the appearance of large, uninterrupted expanses of asphalt;	Section 2.7 (d) of the draft development agreement requires landscaped islands to be provided within parking areas of 20 spaces or more to avoid the appearance of large, uninterrupted expanses of asphalt.
(c) safe pedestrian access from the sidewalk to new developments by means of walkways or clearly defined trails;	The draft development agreement requires a 5 ft. (1.52 m.) wide pedestrian walkway from the sidewalk on Wentworth Road to the main entrances of each building, as outlined in Section 2.4 (d), *Access and Egress,* to ensure safe pedestrian access.
(d) other similar provisions.	All other provisions have been addresses elsewhere in this report.

Attachment B
General Criteria for Development Agreement

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

CRITERIA	**COMMENT**
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Municipal Project Engineer stated the lot is currently serviced with municipal sewer and water, and that "Public Works may choose that separate laterals be extended to each of the buildings." They have no concerns with the adequacy of sewer and water services in the area.
(ii) the adequacy of school facilities;	The Director of Operations for the Annapolis Valley Regional Centre for Education has stated they "have capacity for growth in the area noted", adding that they "would always make more space available if needed."
(iii) the adequacy of fire protection;	In response to an inquiry, the Manager of Building and Fire Inspection Services stated that "the main points at this time are Fire Department access, water supply for sprinkler systems and sewer adequate to handle the extra flow". As noted in 16.3.1 (a) (i) the Municipal Project Engineer did not have any concerns with respect to the adequacy of sewer and water services in the area to meet the demand of the proposed uses. Upon application for a development and building permit, the Manager of Building

	and Fire Inspection Services will go through a full building plan review to ensure the proposed development meets the Building and Fire Codes prior to issuing a building permit. Section 5.1, *Compliance with other By-laws and Regulations*, ensures that the Building Code requirements must be met. The local Fire Chief stated their immediate concerns would be: 360 degree access for aerial apparatus, particularly to the higher buildings; hydrant locations and Fire Department connection locations; and, rolling curbs to allow apparatus to mount curbs without possible tire damage. Section 2.6, *Fire Safety*, of the draft development agreement was developed based on comments received from the local Fire Chief. Staff drafted Section 2.6 (b) and (c) to ensure there is unimpeded access for emergency services vehicles.
(iv) the adequacy of road networks adjacent to, or leading to the development; and	Wentworth Road is an arterial road on the Transportation Map of the Windsor Municipal Planning Strategy which means it is built to a higher standard and is expected to accommodate more traffic than a collector or local road. The Manager of Operations for the Municipal Public Works Department commented that they have no concerns with the adequacy of road networks adjacent to or leading to the development. They added that the Municipality recently completed a Windsor Intersection Infrastructure Needs Assessment which included this area and incorporated the traffic counts of the proposed development.
(v) the financial capacity of the Town to absorb any costs relating to the development.	There are no anticipated costs to the Municipality regarding this development.

(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;	The Manager of Operations has stated they have no concerns with regard to the adequacy of road networks adjacent to, or leading to the development, or the impact of the development on traffic generation or traffic safety. In terms of pedestrian traffic movement, there are sidewalks on both sides of Wentworth Road and the draft development requires a 5 ft. (1.52 m.) wide pedestrian walkway from the sidewalk on Wentworth Road to the main entrances of each building, as outlined in Section 2.4 (d), *Access and Egress.* This will ensure suitable infrastructure for safe pedestrian movement within the site. There is no active rail transportation in the vicinity.
(c) the adequacy of the dimensions and shape of the lot for the intended use;	The lot is approximately 8.43-acres in size which would be adequate to accommodate the proposed development.
(d) the pattern of development which the proposal might create;	The proposal from FH Development Group Inc. aligns with the intent of the Wentworth Road Gateway District and is not anticipated to create a pattern of development that is unusual for the area.
(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;	The subject lot is relatively flat. The east boundary of the lot follows the Tregothic Creek. Almost the entire subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh. Any new buildings proposed on that portion of the site would be required to meet Section 27.0 of the Windsor Land Use By-law. This is also outlined in Section 2.10 (d), *Environmental Study,* of the draft development agreement. The Public Works Department has requested that a stormwater management plan for the

	site be required prior to development permits being issued to ensure that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties. This is outlined in Section 2.9 (a), *Site Drainage*, of the draft development agreement. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.
(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	All Municipal, Provincial and Federal regulations will have to be met.
(g) any other matter required by relevant policies of this Strategy.	There are no other relevant policies of this Strategy.

Attachment C
Public Information Meeting Notes
May 12 – May 27, 2022
File 22-03
Wentworth Road, Windsor PID 45059631

Meeting date and time	A virtual Public Information Meeting was held on May 12th, 2022 beginning at 6 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	In attendance: One (1) Councillor: • Councillor Sherman (Vice Chair) Two (2) members of staff: • Director LeMay • Meeting Secretary Lake Applicant: • Darren Shupe, Brighter Community Planning (Applicants Planner) The following members of the public attended the PIM via Zoom: • Karen Hosking • Mark Higgins Three (3) members of the public attended the meeting in-person.
Applicant Faisal Al-Hammadi, FH Development Group Inc. **Property** Wentworth Road, PID 45059631	Director LeMay outlined the development agreement application to permit 240 apartment units, 10,000 sq. ft. of commercial space and townhouse dwellings grouped on the lot at PID 45059631 on Wentworth Road. A formal presentation was made by Darren Shupe of Brighter Community Planning on behalf of the applicant.
Comments	Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between May 12 – 27, 2022. 2 members of the public spoke at the Public Information Meeting and 1 written comment was received via email. The questions and comments from the public are summarized below. The email response is attached.

	The following comments were made at the Public Information Meeting: • will there be low rental apartments? What does "affordable" mean to the developer? Darren noted rent prices have not yet been established • how soon can it get started? The members of the public in-person at the meeting were there to support the project in general • one individual indicated the area is very wet Darren indicated the storm water management plan would address this • a PAC/HAC member asked whether the façade had been designed yet? They wanted to see care be taken in design of the facade to ensure it would age well and suit the area Darren said early stages yet and the developer would be looking at options • PAC member asked if EV chargers would be included? Darren commented that this had been done in other developments and would be considered for this
Adjournment	The meeting was adjourned at 6:28 p.m.

Public Email Responses Submitted for the Application PIM

May 18, 2022

From: Sara Poirier

To: Connor Wallace

Cc: Dino Lanzo

Hi Connor,

Thank you for the comments. I will ensure they are passed along to the Planning and Heritage Advisory Committee for consideration.

To answer your question on setbacks, in the draft development agreement I will be proposing a minimum 15 ft front yard and a minimum 25 ft rear and side yards. Our Manager of Building and Fire Inspection Services has been contacted for comment on the proposal. The Building Officials will ensure the buildings meet the National Building Code requirements prior to building permits being issued.

I have reviewed the access easement and requested comment from our Director of Public Works and CAO, and the new property owner. I will let you know once I hear back from them with direction.

All the best,

Sara

May 16, 2022

From: Connor Wallace

Cc: Dino Lanzo

To: Sara Poirier

Hi Sara,

Thanks again for sending along this update on the active planning application at PID 45059631.

I have spoken with my client, Canadian Tire Real Estate Limited, and offer the following feedback on their behalf.

- Concern with proximity of multi-unit residential dwellings to Canadian Tire Real Estate Property.

    - Concern with regards to compatibility of land uses and noise impact from potential future commercial operation (loading, deliveries, compacter etc.)
    - It is difficult to tell from the scale of the concept drawings – however could you clarify what the minimum setback distance is between these buildings and the Canadian Tire property lines?
    - The buildings look close to internal property lines as it pertains to limiting distance / unprotected openings (windows) requirements of the National Building Code. It may be difficult for the developer to have adequate unprotected openings for the proposed use, due to the buildings close proximity to internal property lines.
    - Suggestions:
        - Increase setback from internal property line
        - Implement transition measures along the property line such as opaque fencing and landscaping
- Easement
    - There is currently an access easement on the Canadian Tire Lands that is in favor of PID 45059631 (attached). We understand this easement was put in place when the town of Windsor owned these lands. Ownership has now changed and it doesn't look like the proposed development requires any access over the Canadian Tire lands. Therefore, we are wondering if this easement could now be relinquished and if so what the process is involved in doing so.

Look forward to hearing from you once you have had a chance to review these comments.

Regards,

Connor

From: Sara Poirier

To: Connor Wallace

Cc: Dino Lanzo

Good morning Connor,

Please find attached the PIM presentations made by staff and the applicants planners on May 12 for the application at PID 45059631 on Wentworth Road in Windsor. Please note that any comments or questions on the proposal can be submitted to me by noon on May 27.

All the best,

Sara

From: Connor Wallace

Cc: Dino Lanzo

To: Sara Poirier

Hey Sarah,

Following up on our phone chat this afternoon. As discussed, could you please circulate the plans/concept for this planning application following next weeks public meeting ?

Thanks,

Connor

ZZap Architecture and Planning

Attachment D

West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2022.

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 -

FH DEVELOPMENT GROUP INC. a body corporate, with a head office at 153 Sackville Drive, Suite 1, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located on Wentworth Road, PID 45059631, 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 Municipal Planning Strategy, zoned Wentworth Road Commercial (WR-C) on the Zoning Map of the Land Use By-law, within the Wentworth Road Gateway District and within the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to 240 apartment units, 10,000 sq. ft. of commercial space, and 17 townhouse dwellings grouped on the Property (the "Development"); and

WHEREAS Policy 8.6.15 of the Municipal Planning Strategy and Section 6.1 (j) of the Land Use By-law enable Council to consider entering into a development agreement to allow comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings in the Wentworth Road Gateway District; and

WHEREAS the Council of the Municipality, at a meeting held on Month Day, 2022 approved this request and adopted this 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) "Commencement" means the date the Owner begins actively constructing a particular building within this Agreement as permitted by an issued development and building permit; and

(b) "Constructed wetland" means an engineered body of water that has specific plant species, soil types and microorganisms to treat water and aid in on-site stormwater management.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

(a) *Municipal Planning Strategy* means the 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

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

(i) those uses permitted by the underlying zoning in the Land Use By-law excluding car washes and drive-through restaurants;

(ii) residential development consisting of a maximum of 240 apartment dwelling units and 17 townhouse dwelling units;

(iii) under-building ground-level parking and surface parking for the uses within the buildings;

(iv) outdoor recreation space including but not limited to a plaza and central garden; and

(v) a constructed wetland which may be used for on-site stormwater management.

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. The Development location and design shall, subject to section 2.2(j), be generally consistent with the site plan shown in Schedule B.

(b) The mixed-use apartment building fronting on Wentworth Road shown as Building A on the site plan in Schedule B is limited to a maximum of 40 dwelling units and 10,000 sq. ft. gross floor area on the ground floor for commercial uses and shall be the first building to be constructed on the Property.

(c) The multi-unit apartment buildings shown as Building B, C, D and E on the site plan in Schedule B shall be limited to a maximum of 160 dwelling units. The buildings may include one storey of under building parking on the ground floor and may be constructed in an order suitable to the developer.

(d) The mixed-use apartment building and the multi-unit apartment buildings permitted in Section 2.2 (b) and (c) shall incorporate windows and other elements in the street level façade to avoid the appearance of solid blank walls.

(e) The 17 townhouse dwelling units shown as Buildings F on the site plan in Schedule B may be constructed any time after Building A and one of the multi-unit apartments, as identified as Buildings B-E on the site plan in Schedule B, are complete and have received occupancy permits.

(f) In the event that the Owner chooses to build and occupy one building at a time, the following infrastructure is required for that building:

(i) the necessary services for the proper use and enjoyment of the building including but not limited to a driveway and access, landscaping, pedestrian walkways, parking, lighting, and water and sewer services; and

(ii) the required usable recreation space as per Section 10.5, *Recreational Space*, of the Land Use By-law.

(g) Development shall conform to the following requirements:

Minimum Front Yard	15 ft. (4.57 m.)
Minimum Rear Yard	25 ft. (7.62 m.)
Minimum Side Yard*	25 ft. (7.62 m.) *No side yard shall be required along the common wall dividing a townhouse dwelling.

(h) Development height shall conform to the following requirements:

Type of Building as shown on Schedule B	**Maximum Height**	**Maximum Storey of Main Building**
Building A: Mixed-use multiple unit apartment building	55 ft. (16.76 m.)	5 storeys
Building B and C: Multiple unit apartment buildings	55 ft. (16.76 m.)	5 storeys
Building D and E: Multiple unit apartment buildings	65 ft. (19.8 m.)	6 storeys
Buildings F: Townhouse dwellings	35 ft. (10.67 m.)	3 storeys

(i) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*. The maximum height of an accessory building shall be 15 ft. (4.57 m.).

(j) The Development Officer may approve in writing minor changes to the location of the main buildings 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 2.9, *Site Drainage*, and 2.10 (d), *Environmental Study,* of this agreement provided the side yards are not decreased.

(k) No structure shall be located closer than 50 ft. (15.24 m.) from a watercourse.

(l) A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space as outlined in Section 2.8, *Recreational Space*, shall be required.

2.3 Phasing

(a) Construction of Building A and all relevant infrastructure and landscaping as outlined in Section 2.2 (f) and 2.7 (c) of this Agreement shall be completed within twenty-four (24) months of the commencement of Development outlined in Section 4.1 of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, Development as per this agreement 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.

(b) Construction of Buildings B-F and all relevant infrastructure and landscaping as outlined in Section 2.2 (f) of this Agreement shall be completed within ninety-six (96) months of the actual commencement of Development of Building A provided that such commencement is within the time limit prescribed in Section 4.1 of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, Development of Buildings B-F shall no longer be permitted and this Agreement may be discharged in part solely 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.

2.4 Access and Egress

(a) The Owner shall, subject to Section 2.2 (j), develop, construct, and maintain the driveway in the Development in general conformance with the driveway shown on Schedule B.

(b) The driveway shown on Schedule B shall provide a minimum street allowance of 50 ft. (15.24 m.) and shall be paved with a minimum paved surface of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated and paved.

(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 Wentworth Road or any other public road.

(d) A 5 ft. (1.52 m.) wide pedestrian walkway shall be provided from the sidewalk on Wentworth Road to the main entrances of each building. 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

(a) All parking spaces for vehicles using the Property shall be located on the lot and shall, subject to Section 2.2 (j), 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 300 sq. ft. (27.9 sq. m.) gross floor area dedicated to commercial uses on the Property.

(c) Parking may be provided either within the buildings 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, location and arrangement of parking spaces, aisles and driveways may be varied in writing by the Development Officer in accordance with Section 2.15, *Variance*, of this Agreement.

2.6 Fire Safety

(a) No development permit shall be issued until the location and connection design of any fire hydrant(s) to the municipal water supply has been approved by the water utility, in consultation with the district Fire Chief.

(b) All curbs shall be designed to be mountable by emergency services vehicles.

(c) All access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.7 Landscaping

The Owner shall:

(a) keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

(b) provide a landscaped area at least 15 ft. (4.57 m.) deep that runs the length of and directly abuts the front lot line along Wentworth Road, excluding driveway openings and walkways.

(c) the landscaped area required in Section 2.7 (b) shall be grassed, or other appropriate vegetative ground cover used, and trees shall be planted at intervals no greater than 50 ft. (15.24 m.) on centre. New trees shall have a minimum diameter of 2 in. (5.08 cm.) measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft. (1.52 m.). Where possible, existing trees may be retained and included in the calculation of plantings required.

(d) For parking lots containing 20 or more spaces, landscaped islands with a minimum permeable surface area of 100 sq. ft. (9.29 sq. m.) shall be provided within the parking lot at a rate of one island per 20 parking spaces. Islands may be located at the end of banks of parking stalls or separating banks of parking stalls. Landscaped islands may include shrubs, perennials, annuals or ground cover and shall include at least one tree, having a minimum diameter of 2 in. (5.08 cm.) measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft. (1.52 m.), per island. These landscaped islands may be used for on-site stormwater management.

2.8 Recreational Space

(a) A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space shall be provided on the Property and may include:

(i) individual balconies; and

(ii) common-use landscaped areas in accordance with the Site Plan attached as Schedule B.

(b) The plaza shown on the site plan in Schedule B shall be completed before an occupancy permit is issued for Building A. The central garden on the site plan in Schedule B shall be completed in conjunction with Building B and C. The plaza and central garden shall be included in the useable recreation space calculations.

2.9 Site Drainage

(a) No development permit shall be issued until the Owner provides a stormwater management plan that will satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties.

(b) No development permit shall be issued for the constructed wetland until the Owner submits engineered drawings to the Municipal Engineer for approval prior to construction.

(c) 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 Development. The Owner shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.

(ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from or cause a nuisance to nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m.) to an abutting property.

(b) Water and Sewer Services

(i) Any of the proposed uses on the lot shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services

Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

(ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property.

(c) Snow Plowing

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

(d) Environmental Study

For any portion of the main buildings shown on Schedule B of this Agreement that is intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law, the Owner must provide the Development Officer with a completed Environmental Study as outlined in Policy 12.0.2 of the Municipal Planning Strategy prior to a development permit being issued.

2.11 Construction Noise

Construction on the lot shall only be permitted between the hours of 7:00 a.m. and 9:00 p.m. daily unless construction is being conducted within a wholly enclosed structure.

2.12 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.

2.13 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.

2.14 Subdivision

No alterations to the lot configuration or subdivision 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.

2.15 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*:

(i) minimum required yard dimensions except side yard requirements as required in Section 2.2 (g) of this Agreement;
(ii) number of parking spaces required; and
(iii) floor area occupied by a home-based business.

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*;
(b) the order of building construction in Section 2.2, *Development Location and Design*, and the required recreation space for Buildings A, B and C in Section 2.8 (b), *Recreation Space*;
(c) the fire safety requirements listed in Section 2.6, *Fire Safety*;
(d) the landscaping requirements in Section 2.7, *Landscaping*; and
(e) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*.

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 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 eighteen (18) 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 Development without such an extension being deemed to be an amendment to this Agreement.

(c) The footings for Building A shall be completed, the determination of which shall be at the sole discretion of the Municipal Building Official, within twenty-four (24) months from the date this Agreement is signed.

(d) 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.

4.2 Material to be Provided

(a) The Owner shall provide record drawings to the Development Officer for any portion of the Development for which an engineered design is required, within ten (10) days of completion of any work which requires the engineered design.

(b) The Owner shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

(a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

(b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-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 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 Faisal Al-Hammadi, FH Development Group Inc., 153 Sackville Drive, Suite 1, Lower Sackville, NS, B4C 2R3, or at any other address provided by the Owner.

(b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

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

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	**) WEST HANTS REGIONAL**
In the presence of:	**) MUNICIPALITY**
	)
	)
	)
	)
	)
_____	Per: _____
Witness	) Abraham Zebian, Mayor
	)
_____	) Per: _____

Witness	)	Deanna Snair, Municipal Clerk
	)	
	)	
	)	
	)	**FH DEVELOPMENT GROUP INC.**
	)	
	)	
	)	
_____	Per:	_____
Witness	)	Faisal Al-Hammadi, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2022, 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. 2022, 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. 2022, 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, **Faisal Al-Hammadi**, 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, 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 _____, 2022
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, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

1. I Faisal Al-Hammadi of FH DEVELOPMENT GROUP INC. 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 _____, 2022
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

FAISAL AL-HAMMADI, President

Schedule A
Legal Description – PID 45059631

ALL that lot of land situate at Windsor, in the County of Hants and Province of Nova Scotia shown as Block A1 on a Plan of Survey prepared by Bruce Lake, N.S.L.S. entitled "Plan of Survey Parcel A lands conveyed to The Town of Windsor, The Municipality of the District of West Hants" dated the 23rd day of March, 2005, and recorded at the Registry of Deeds in Windsor on the 7th day of September, 2005 as document #82939779.

Together with an easement in favour of the Town of Windsor, over Lot B, lands of Canadian Tire Real Estate Limited, as defined and described in the Access Easement Agreement recorded on July 2, 2010 as Document 96268132.

Subject to the Restrictive Covenants as defined and described in the Restriction Agreement between the Town of Windsor the Canadian Tire Real Estate Limited, recorded on July 2, 2010 as Document 96268009.

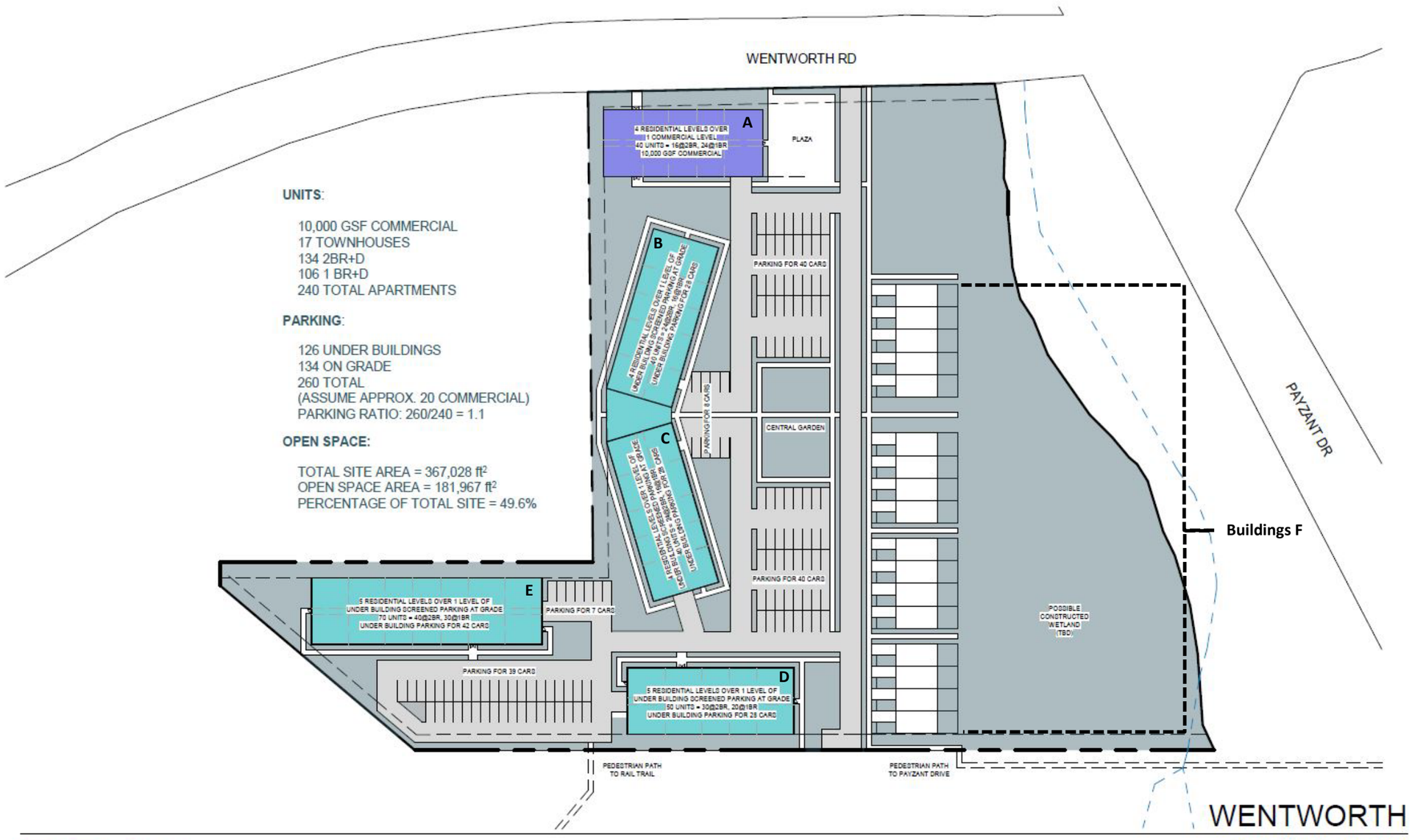
Subject to an Easement in favour of Bell Aliant Regional Communications Inc., in its capacity as general partner for Bell Aliant Regional Communications, Limited Partnership dated the 13th day of June, 2008 and recorded at the Land Registration Office for the district of Hants on the 15th day of September 2009 as Document No. 94276905.

SAVING and EXCEPTING LOT B as shown on registered Plan No. 94946069 at the Land Registration Office for Hants County.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as plan or document number 94946069

The MGA compliance statement has been applied by SNSMR during the processing of the abovementioned plan 94946069

Schedule B
Site Plan



UNITS:

10,000 GSF COMMERCIAL
17 TOWNHOUSES
134 2BR+D
106 1 BR+D
240 TOTAL APARTMENTS

PARKING:

126 UNDER BUILDINGS
134 ON GRADE
260 TOTAL
(ASSUME APPROX. 20 COMMERCIAL)
PARKING RATIO: 260/240 = 1.1

OPEN SPACE:

TOTAL SITE AREA = 367,028 ft²
OPEN SPACE AREA = 181,967 ft²
PERCENTAGE OF TOTAL SITE = 49.6%

WENTWORTH

PRELIMINARY SITE PLAN
02 FEBRUARY 2022

ASK-1

Architects+Planners Inc.

N
0 10 m

West Hants
something inspiring awaits

AMENDING DEVELOPMENT AGREEMENT

THIS AMENDING AGREEMENT made this day of , 2024.

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 -

FH DEVELOPMENT GROUP INC. a body corporate, with a head office at 153 Sackville Drive, Suite 1, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Municipality and Owner entered into a Development Agreement, said Agreement being attached hereto as Schedule "A", dated the July 26, 2022, and recorded at the Land Registry Office on October 3, 2022, as document number 121392436;

AND WHEREAS the Owner wishes to amend the Development Agreement to increase the number of apartment dwelling units within Building A to 43, reduce the gross floor area of

commercial uses on the ground floor of Building A to 5,000 sq. ft. and to allow the conversion of the commercial space to residential if it is not leased within one year of framing;

AND WHEREAS the Council of the Municipality, at a meeting held on Month Day, 2024, approved this request, pursuant to Policy 8.6.15 of the Windsor Municipal Planning Strategy and Section 6.1 (j) of the Windsor Land Use By-law;

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

1. The following Schedules to the Development Agreement shall be replaced with the schedules attached hereto:

   Schedule B – Site Plan

2. Section 2.2, *Development Location and Design*, of the Development Agreement shall be amended by deleting subclause 2.2 (b) and inserting a new subclause 2.2 (b) as follows:

   (b) The mixed-use apartment building fronting on Wentworth Road shown as Building A on the site plan in Schedule B is limited to a maximum of 43 dwelling units and 5,000 sq. ft. gross floor area on the ground floor for commercial uses and shall be the first building to be constructed on the Property. The ground floor area dedicated to commercial uses shall front on Wentworth Road.

3. Removing subsection (b) in Section 2.8, *Recreation Space*, of the Development Agreement so Section 2.8 reads as follows:

   A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space shall be provided on the Property and may include:

   (i) individual balconies; and
   (ii) common-use landscaped areas, which may include a plaza or central garden, in accordance with the Site Plan attached as Schedule B.

4. Inserting a new Section 2.16, *Building A Commercial Space,* of the Development Agreement as follows:

(a) The Municipality and the Owner acknowledge that commercial uses on the ground floor of Building A, fronting on Wentworth Road, would make a more vibrant streetscape and every effort should be made by the Owner to ensure there is a commercial component on the ground floor of Building A, fronting on Wentworth Road.

(b) The commercial space within Building A, fronting on Wentworth Road, may only be converted to residential apartment units if the following parameters are met:

  (i) A WHRM Building Official has conducted and approved the framing inspection on the commercial space; and

  (ii) The commercial space has been publicly advertised for lease by a licensed real estate agent for a period of at least 1-year from the approved framing inspection outlined in 2.16 (b) (i).

(c) Should the Owner wish to request the commercial space within Building A, fronting on Wentworth Road, be converted to residential apartment units, the Owner shall submit such request in writing with any supporting documentation to the Development Officer. The Development Officer will only approve such a request if the parameters outlined in Section 2.16 (b) are met.

(d) If the Owner is approved to convert the commercial space on the ground floor of Building A to residential, a maximum of 5 additional apartment units shall be permitted within Building A.

5. The parties hereby agree that all remaining terms and conditions of the Development Agreement recorded on October 3, 2022 shall remain in full force and effect.

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	**) WEST HANTS REGIONAL MUNICIPALITY**
In the presence of:	)
	)
_____	Per: _____
Witness	) Abraham Zebian, Mayor
	)
	)
_____	Per: _____
Witness	) Deanna Snair, Municipal Clerk
	)

)
)
) FH DEVELOPMENT GROUP INC.
)
)
)
_____ Per:_____
Witness) Faisal Al-Hammadi, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2024, 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. 2024, 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, **Faisal Al-Hammadi**, 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 _____, 2024
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, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

1. I Faisal Al-Hammadi of FH DEVELOPMENT GROUP INC. 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 _____, 2024
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

Faisal Al-Hammadi, President

Schedule B
Site Plan

UNITS:

5000 GSF COMMERIAL
3 3BR TOWNHOUSES
14 2BR STACKED TOWNHOUSES

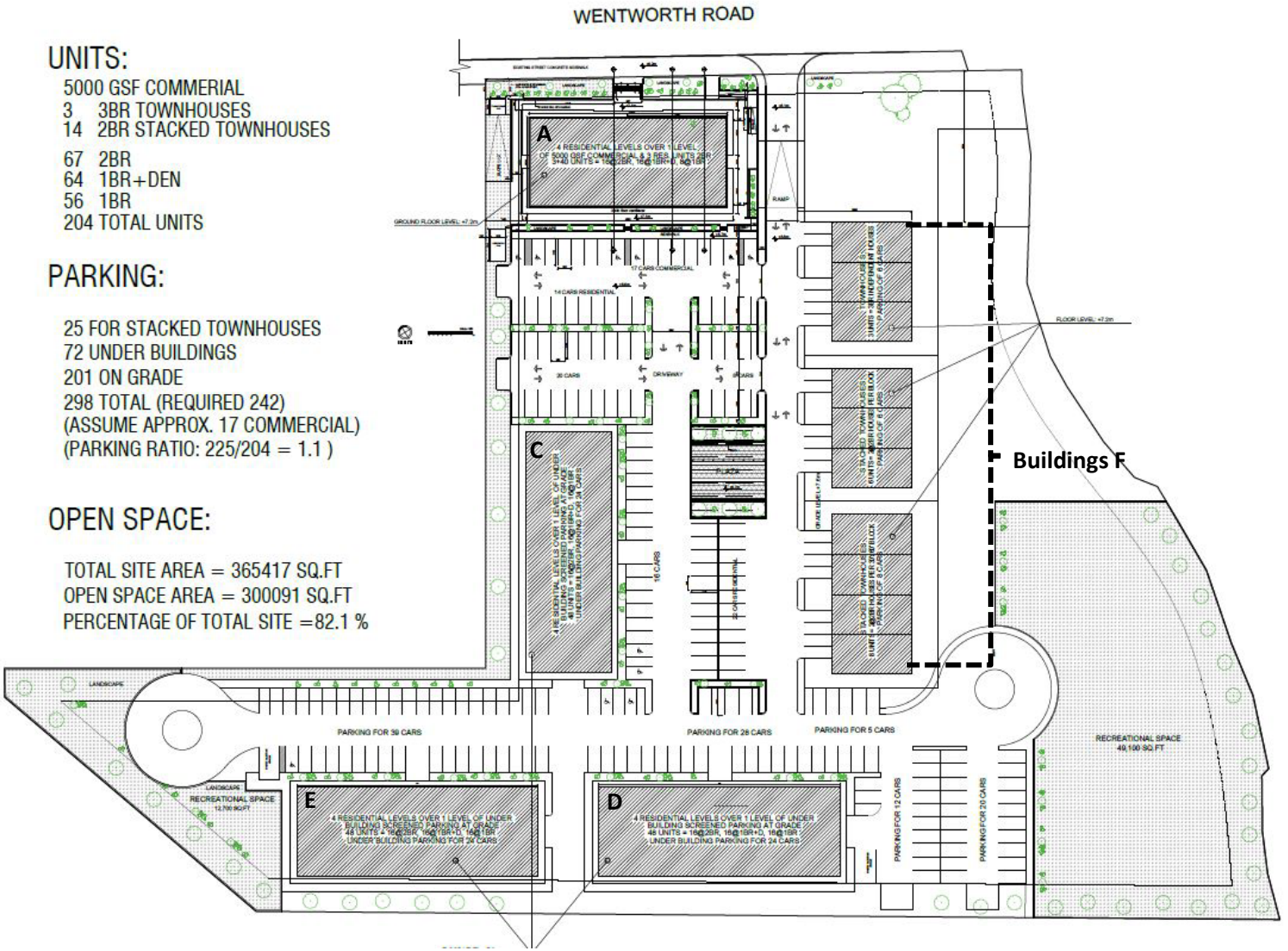
67 2BR
64 1BR+DEN
56 1BR
204 TOTAL UNITS

PARKING:

25 FOR STACKED TOWNHOUSES
72 UNDER BUILDINGS
201 ON GRADE
298 TOTAL (REQUIRED 242)
(ASSUME APPROX. 17 COMMERCIAL)
(PARKING RATIO: 225/204 = 1.1)

OPEN SPACE:

TOTAL SITE AREA = 365417 SQ.FT
OPEN SPACE AREA = 300091 SQ.FT
PERCENTAGE OF TOTAL SITE =82.1 %



Attachment D – 2024-03-14 Staff Report, Non-Substantive Development Agreement Amendment: PID 45059631, Wentworth Rd.; File #24-06

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐

To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Sara Poirier, Director of Planning and Development

Date: 2024-03-14

Subject: Non-Substantive Development Agreement Amendment: PID 45059631, Wentworth Rd.; File #24-06

LEGISLATIVE AUTHORITY

Section 230 of the Municipal Government Act.

RECOMMENDATION

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

…that PAC/HAC recommends that Council approve the non-substantive development agreement amendment on PID 45059631 on Wentworth Road in a manner substantively the same as the draft set out in Attachment B of the report File #24-06 to the Planning and Heritage Advisory Committee dated March 14, 2024.

…that PAC/HAC recommends that Council require that the development agreement amendment with FH Development Group Inc. be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐

A completed application was received on February 1, 2024, from Ahsan Khan of FH Development Group Inc. on behalf of the property owner Faisal Al-Hammadi of FH Development Group Inc. The application was to consider an amendment to the development agreement with FH Development Group Inc. on PID 45059631, Wentworth Road, to increase the number of apartment units permitted in Building A from 40 to 43 and reduce the gross floor area on the ground floor for commercial uses from 10,000 sq. ft. to 5,000 sq. ft.

A revision to the application was received on February 20, 2024, from Ahsan Khan to consider allowing the commercial space to be converted to residential apartment units if it is unable to be leased within one year of framing the commercial space.

Another revision to the application was received on March 7, 2024, from Ahsan Khan to consider removing the plaza and revising the site plan to show the driveway closer to Building A. The applicant provided the following reasoning: this request is made "as per the recommendations of the Geotech Engineer. The geotechnical investigation consisted of test pits and boreholes, field testing, and laboratory testing, which help to characterize the subsurface conditions at the site. This information concludes that the proposed multi-storey apartment Building A is located on fairly good land. However, the proposed access road and proposed townhouse units on the eastern side of the site are on land with poor-quality subsurface conditions. There are organic silts extending to almost 3 m depth. In order to safeguard the flow of sewer uninterrupted, avoid settlement of the soil and the potential for sinkholes risk in this general area, we need to remove the Plaza and shift the driveway towards Building A. By this we will be able to achieve relatively better soil then as compared to its present location. The bearing capacity and sub soil conditions are forcing to take this variation in the overall site plan."

A development agreement with FH Development Group Inc. was approved by Council on July 26, 2022. The development agreement permits a residential development consisting of a maximum of 240 apartment dwelling units and 17 townhouse dwelling units, as well as 10,000 sq. ft. gross floor area on the ground floor of Building A for commercial uses. The details of the original application, considerations and development agreement can be found in the staff report #22-03 to the Planning and Heritage Advisory Committee dated June 9, 2022 (Attachment A).

Following approval by Council, the property owner discussed financing for the project with Canada Mortgage and Housing Corporation (CMHC). In order to receive adequate financing from CMHC for the construction of the first building (Building A), the developer needs to reduce the percentage of commercial space within Building A. FH Development Group Inc. would like Council to consider increasing the number of apartment units permitted in Building A from 40 to 43 and

reducing the gross floor area on the ground floor for commercial uses from 10,000 sq. ft. to 5,000 sq. ft. with the additional allowance that the property owner can convert the commercial space to residential apartment units if the commercial space is unable to be leased within one year of framing.

DISCUSSION

The 8.43-acre subject lot abuts Wentworth Road in Windsor. The lot is designated Commercial on the Generalized Future Land Use Map of the Windsor Municipal Planning Strategy (WMPS). It is also located in the Wentworth Road Gateway District. The subject lot is zoned Wentworth Road Commercial (WR-C) on the Zoning Map of the Windsor Land Use By-law (WLUB). Almost the entire subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh. Properties within the Environmental Constraints designation must meet more stringent requirements including completing an environmental study before being issued a development permit for any new building.

Policy 8.6.15 of the WMPS and Section 6.1 (j) of the WLUB enable Council to allow comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings in the Wentworth Road Gateway District by development agreement.

Development Agreement Amendments

A property owner can apply for an amendment to a development agreement registered on their property at any time. Section 3.3 of the development agreement with FH Development Group Inc. 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. When a request is received from the property owner 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. Section 3.3 of the development agreement with FH Development Group Inc. states that the following matters are substantive matters:

(a) the uses permitted on the Property as listed in Section 2.1, Use;
(b) the order of building construction in Section 2.2, Development Location and Design, and the required recreation space for Buildings A, B and C in Section 2.8 (b), Recreation Space;
(c) the fire safety requirements listed in Section 2.6, Fire Safety;
(d) the landscaping requirements in Section 2.7, Landscaping; and
(e) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, Site Drainage.

Increasing the number of apartment units permitted in Building A, reducing the gross floor area on the ground floor for commercial uses, and allowing the conversion of the commercial space to residential apartment units if it is unable to be leased within one year of framing does not impact any matter listed as substantive in this development agreement. Additionally, removing the plaza and revising the site plan to show the driveway closer to Building A is a non-substantive amendment to the development agreement. These requested amendments will not change the intent of the overall maximum number of apartment dwelling units permitted on the site or the order in which buildings are constructed. Therefore, this application can follow the process for a non-substantive development agreement outlined in the *Next Steps* section of this report.

Proposed Amendments

There are four (4) amendments proposed to this agreement. The first amendment is to attach an updated site plan specifying the increased number of apartment units in Building A and the reduction of gross floor area for commercial uses. The second amendment is proposed to Section 2.2, *Development Location and Design*, to increase the number of apartment units permitted in Building A from 40 to 43 and to reduce the gross floor area on the ground floor for commercial uses from 10,000 sq. ft. to 5,000 sq. ft. The third amendment is to remove the requirement for the plaza or central garden in Section 2.8, *Recreation Space*. The fourth amendment is to add a new Section 2.16, *Building A Commercial Space*, which will outline the parameters to be met by the Owner for the Development Officer to consider allowing the commercial space to be converted to residential apartment units.

All remaining terms and conditions of the development agreement will remain in full force and effect.

Windsor Municipal Planning Strategy

Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor and Section 8.6 describes the intention for development in the Wentworth Road Gateway District. Policy 8.6.15 establishes Council's intention to *"consider proposals for comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings, 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"* within the Wentworth Road Gateway District.

The proposal has previously been considered in relation to the specific criteria in Policy 8.6.15 and the general criteria in Policy 16.3.1 (Attachment A). As this is a non-substantive amendment to the development agreement, the application has not been reevaluated against the specific or general criteria in the WMPS.

NEXT STEPS

As noted above, the proposed development agreement amendment is non-substantive in nature and has been considered within the context of the development agreement and is consistent with the intent, objectives, and policies of the WMPS. As a result, it is reasonable to enter into an amended development agreement to increase the number of apartment units permitted in Building A from 40 to 43, reduce the gross floor area on the ground floor for commercial uses from 10,000 sq. ft. to 5,000 sq. ft., and add the allowance for the property owner to convert the commercial space on the ground floor of Building A to residential apartment units if it is unable to be leased within one year of framing.

Process

Staff Review

▼

PAC/HAC Review and Recommendation – March 14

▼

Council Decision – March 26*

▼

Notice of Approval in Local Paper

▼

14-day Appeal Period

*anticipated dates; final dates set by Council

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:

- approve the development agreement amendment as drafted or as specifically revised by direction of PAC/HAC;
- provide alternative direction such as requesting further information on a specific topic.

ATTACHMENTS

Attachment A	2022-06-09 Staff Report Development Agreement: Wentworth Road, PID 45059631; File #22-03
Attachment B	Draft Development Agreement Amendment

Report Prepared by: _____

Sara Poirier, Director of Planning and Development

Report Reviewed by: _____

Mark Fredericks, Senior Planner

Attachment A

WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation X	Decision Request ☐	Councillor Activity ☐

To: Members of Planning and Heritage Advisory Committee (PAC/HAC)

Submitted by: _____
Sara Poirier, Senior Planner

Date: 2022-06-09

Subject: Development Agreement: Wentworth Road, PID 45059631; File #22-03

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 to permit 240 apartment units, 10,000 sq. ft. of commercial space, and 17 townhouse dwellings on PID 45059631 on Wentworth Road in a manner substantively the same as the draft set out in Attachment C of the report to the Planning and Heritage Advisory Committee report #22-03 dated June 9, 2022.

…that PAC/HAC recommends that Council require that the development agreement with FH Development Group Inc. be signed within 120 days from the date of final approval by Council or the date that any appeals have been disposed of; otherwise this approval will be void and obligations arising hereunder shall be at an end.

BACKGROUND

Property X	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐

A completed application was received on January 20, 2022, from Chrystal Fuller of Brighter Community Planning & Consulting on behalf of the property owner Faisal Al-Hammadi of FH Development Group Inc. The application was to consider permitting a mixed-use development consisting of grouped multiple unit residential buildings and townhouses on the property at PID 45059631 on Wentworth Road. The lot is currently vacant and is owned by FH Development Group Inc.; Mr. Al-Hammadi is the President of that company.

This application was considered by Planning and Development staff in two parts:

1. an amendment to the text of the Windsor Municipal Planning Strategy and Windsor Land Use By-law to enable Council to consider grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed-use apartment dwellings by development agreement in the Wentworth Road Gateway District. This portion of the application was approved by Council on April 26, 2022; and
2. consider the proposed uses by development agreement as per Policy 8.6.15 of the WMPS.

This report corresponds with the second part of the application.

DISCUSSION

The 8.43-acre subject lot abuts Wentworth Road in Windsor. The lot is currently designated Commercial on the Generalized Future Land Use Map (Figure 1) of the Windsor Municipal Planning Strategy (WMPS). It is also located in the Wentworth Road Gateway District. Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor and Section 8.6 describes the intention for development in the Wentworth Road Gateway District.

The subject lot is zoned Wentworth Road Commercial (WR-C) on the Zoning Map of the Windsor Land Use By-law (WLUB) (Figure 2). The Wentworth Road Commercial (WR-C) zone permits a wide range of general commercial and highway commercial uses, as well as large format retail stores within a specified size limit as-of-right. Residential uses are permitted in the Wentworth Road Commercial (WR-C) zone however not on the ground floor. Dwellings grouped on the same lot are also not permitted.

Almost the entire subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh. 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 within the designated area of the subject lot.

Properties within the Environmental Constraints designation must meet more stringent requirements including completing an environmental study before being issued a development permit for any new building. The property owner is proposing to develop a currently vacant lot therefore any of the buildings to be constructed on the Environmental Constraints area of the subject lot would have to meet Section 27.0, Environmental Constraints Areas, of the WLUB. The study should describe site conditions and suitable construction methods for the specific lot. This is also outlined in Section 2.10 (d), *Environmental Study*, of the draft development agreement.

The subject lot directly abuts properties with a variety of zoning and designations. The designation of the properties abutting the subject lot include Agriculture and Commercial and the zoning of these abutting lots is Wentworth Road Commercial (WR-C), General Commercial (GC), and Agriculture (AG).

History of Subject Lot

The subject lot (PID 45059631) was the location of former Windsor High School which was decommissioned in 2004. The subject lot was owned by the Municipality until 2021 when it was deemed to be surplus property and advertised for sale publicly. The lot was sold to FH Development Group Inc. through a Purchase and Sale Agreement.

The Purchase and Sale Agreement requires the proposed development to be 15% complete within two (2) years of the execution of a development agreement. The agreement specifies that construction of the proposed development shall be considered 15% complete once the footings for the initial apartment building are complete. The timelines for commencement in Section 4.1 and phasing in Section 2.3 of the draft development agreement in Attachment C has been drafted with this in mind.

Development Agreement

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

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

Windsor Land Use By-law

Section 6.0 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: comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings, 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;"

Proposed Development Agreement

The applicant proposes to develop three (3) five-storey and two (2) six-storey apartment buildings for a total of up to 240-units within the apartment buildings. One (1) building will include up to 10,000 gross sq. ft. (929 sq. m.) of commercial space on the ground floor. The applicant also proposes to develop up to 17 townhouses on the lot. The site will have a minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreational space for tenants which will include a plaza and central garden. The permitted uses on the lot are outlined in Section 2.1, *Use*, of the draft development agreement (Attachment C).

The property owner is proposing a total of 260 parking spaces on the lot for the apartment buildings with 126 of those spaces being located within the first level of the buildings and the rest of the parking outside at grade. The WLUB currently requires 1.5 parking spaces per dwelling unit at a size of 10 ft by 20 ft. Due to the location of the lot in the community of Windsor and proximity of the lot to surrounding services, staff determined that it would be appropriate to reduce the amount of required parking per dwelling unit. As outlined in Section 2.5, *Parking*, of the draft development agreement, parking will be required at one (1) space per dwelling unit and a minimum of one (1) parking space for every 300 sq. ft. (27.9 sq. m.) gross floor area dedicated to commercial uses. The size of each parking space will be 9 ft. x 20 ft. (2.7 m. x 6.1 m.).

Section 2.4, *Access and Egress*, of the draft development agreement outlines that the developer will be required to construct a 5 ft. (1.52 m.) wide pedestrian walkway from the sidewalk on Wentworth Road to the building entrances. This will ensure pedestrian safety and promote active transportation use to surrounding services.

The WLUB requirements for signs and lighting will be used to regulate signs and illumination on the subject lot, as outlined in Section 2.13, *Signs and Lighting*, of the draft development agreement. Waste collection and snow plowing will be provided privately by the developer (Section 2.10 (a) and (b)). Construction noise is limited to between the hours of 7:00 a.m. and 9:00 p.m. daily, unless construction is being conducted within a wholly enclosed structure (Section 2.11). Section 2.6, *Fire Safety*, was developed based on the Fire Chiefs comments.

To meet the Wentworth Road Gateway intent, policies and criteria, the draft development agreement was written to require:

- a 15 ft. (4.57 m) landscaped area along the lot frontage on Wentworth Road (Section 2.7 (b));
- landscaped islands within parking areas of 20 spaces or more to avoid the appearance of large, uninterrupted expanses of asphalt, which may be used for on-site stormwater management;
- a 5 ft. (1.52 m.) wide pedestrian walkway to the main entrances of each building to ensure safe pedestrian access (Section 2.4 (d)); and
- the building design to incorporate windows and other elements at the street level façade to avoid the appearance of solid blank walls (Section 2.2 (d)).

As per the draft development agreement the developer will be required to provide the following items prior to being issued a development permit:

- a stormwater management plan for the site that satisfies the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties as outlined in Section 2.9, *Site Drainage*;
- an Environmental Study for any portion of the main buildings to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law as outlined in Section 2.10 (d), *Environmental Study;* and
- design plans of the water and sewer servicing connections and layout including location and connection design of any fire hydrant(s) as outlined in the 2.10 (b), *Water and Sewer Services*, and 2.6 (a), *Fire Safety*.

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 uses permitted on the Property as listed in Section 2.1, Use;
- the order of building construction in Section 2.2, Development Location and Design, and the required recreation space for Buildings A, B and C in Section 2.8 (b), Recreation Space;
- the fire safety requirements listed in Section 2.6, Fire Safety;
- the landscaping requirements in Section 2.7, Landscaping; and
- the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, Site Drainage.

Other items such as engineered building design, accessible parking, elevators, sprinkler systems, and barrier free units will be required by the Manager of Building and Fire Inspection Services as per the National Building Code requirements. A full review of the building plans would be conducted when the property owner applies for development and building permits. These items are not listed in the draft development agreement as the National Building Code would take precedence over the development agreement as outlined in Section 5.1, *Compliance with other By-laws and Regulations*, in the draft development agreement.

Public Comments

Staff received comments from the public during the Public Information Meeting (PIM) comment period from May 12-27, 2022. All comments received were considered by staff when drafting this report and draft development agreement. A copy of the complete comments can be found in Attachment D.

Windsor Municipal Planning Strategy

Part 8.0 of the WMPS contains the overall intention for properties designated Commercial in Windsor and Section 8.6 describes the intention for development in the Wentworth Road Gateway District. Policy 8.6.15 establishes Council's intention to consider proposals for comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed-use apartment dwellings within the Wentworth Road Gateway District by development agreement. Proposals for this type of development in the Wentworth Road Gateway District are to be reviewed against Policy 8.6.16. Staff have reviewed these criteria in Attachment A.

WMPS Specific Criteria

Policy 8.6.16 outlines the specific crtieria to be considered by Council, which are examined in detail in Attachment A.

In summary, the specific criteria are met since:

- the development agreement is consistent with the intent of Policies 8.6.15, 8.6.16, 8.6.4 and 8.6.8 and other relevant policies of the WMPS; and
- the development agreement is consistent with the intent of the Wentworth Road Gateway District ensuring that the development will include landscaping, safe pedestrian access, and be designed to enhance the streetscape.

WMPS General Criteria

The proposed development meets the general criteria for development agreements set out in the 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, Development Officer, Manager of Building and Fire Inspection Services, Municipal Project Engineer, and Manager of Public Works Operations have no concerns which have not been addressed in the development agreement.

MUNICIPAL CLIMATE CHANGE ACTION PLAN

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

As the majority of the subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh the property owner must complete an environmental study before being issued a development permit for any new building. This is outlined in Section 2.10 (d), *Environmental Study*, of the draft development agreement. The environmental study will ensure that the proposed development is constructed in a manner suitable for the site conditions and in a way that addresses any potential flooding issues. The Public Works Department has also required the developer to provide a stormwater management plan prior to being issued development permits for the subject lot, as outlined in Section 2.9, *Site Drainage*, of the draft development agreement. The stormwater management plan will ensure the stormwater is managed by the developer on-site and will not impact abutting properties.

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, policies and criteria of the WMPS. As a result, it is reasonable to enter into a development agreement to

permit 240 apartment units, 10,000 sq. ft. of commercial space and townhouse dwellings grouped on the lot at PID 45059631 on Wentworth Road.

Process

Staff Review

▼

Public Information Meeting – May 12

▼

PAC/HAC receives staff report and PIM Notes
PAC/HAC Review and Recommendation – June 9

▼

Regional Council First Reading – June 28*

▼

Public Hearing & Second Reading – July 26*

▼

Notice of Approval in Local Paper

▼

14-Day Appeal Period

*anticipated dates; final dates set by Council

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	Environmental Constraints Extract
Attachment A	Specific Criteria for Development Agreement
Attachment B	General Criteria for Development Agreement

Attachment C	Public Information Meeting Notes
Attachment D	Draft Development Agreement

Report Prepared by: _____
Sara Poirier, Senior Planner

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

Figure 1
Windsor GFLUM Extract

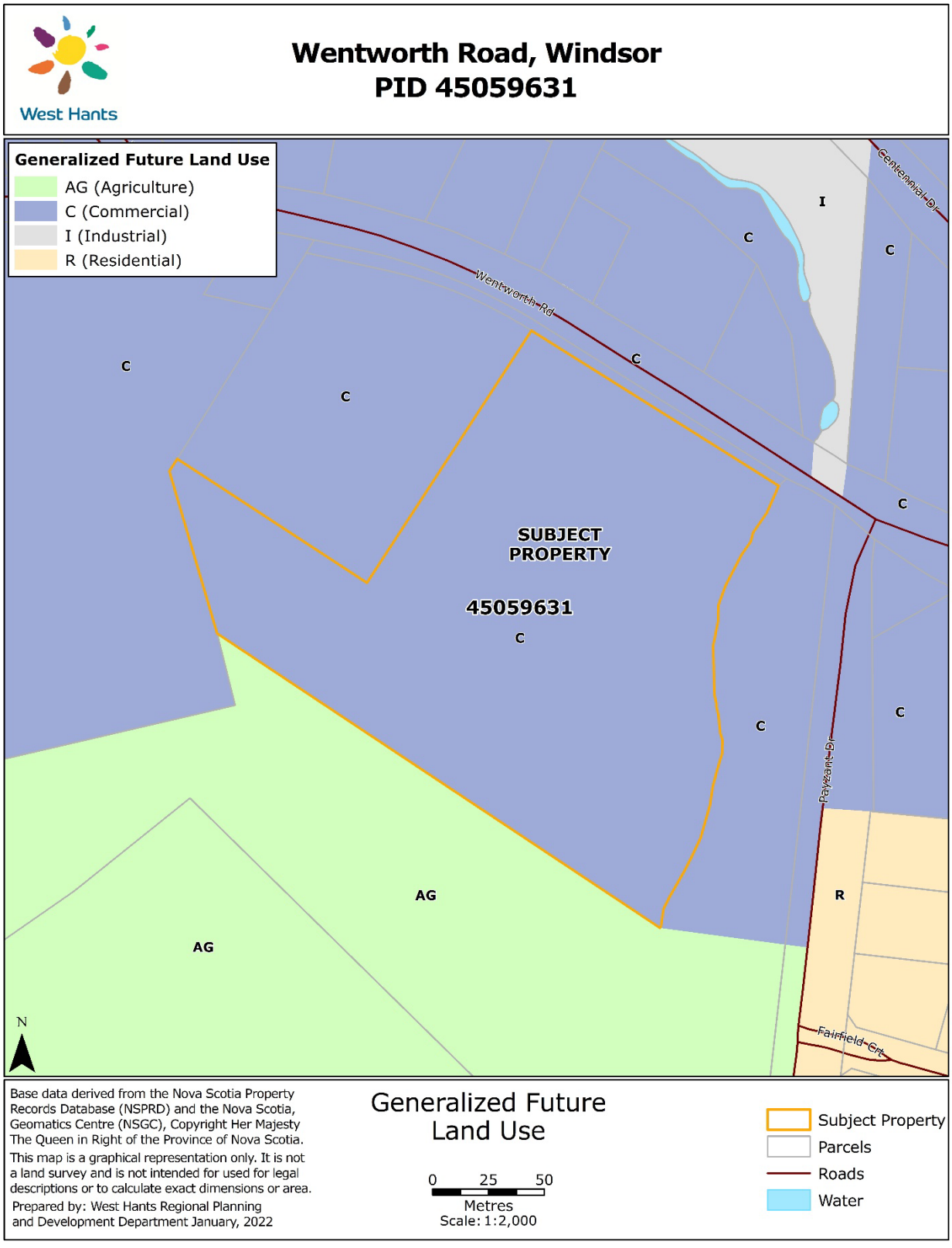


Figure 2
Windsor Zoning Map Extract

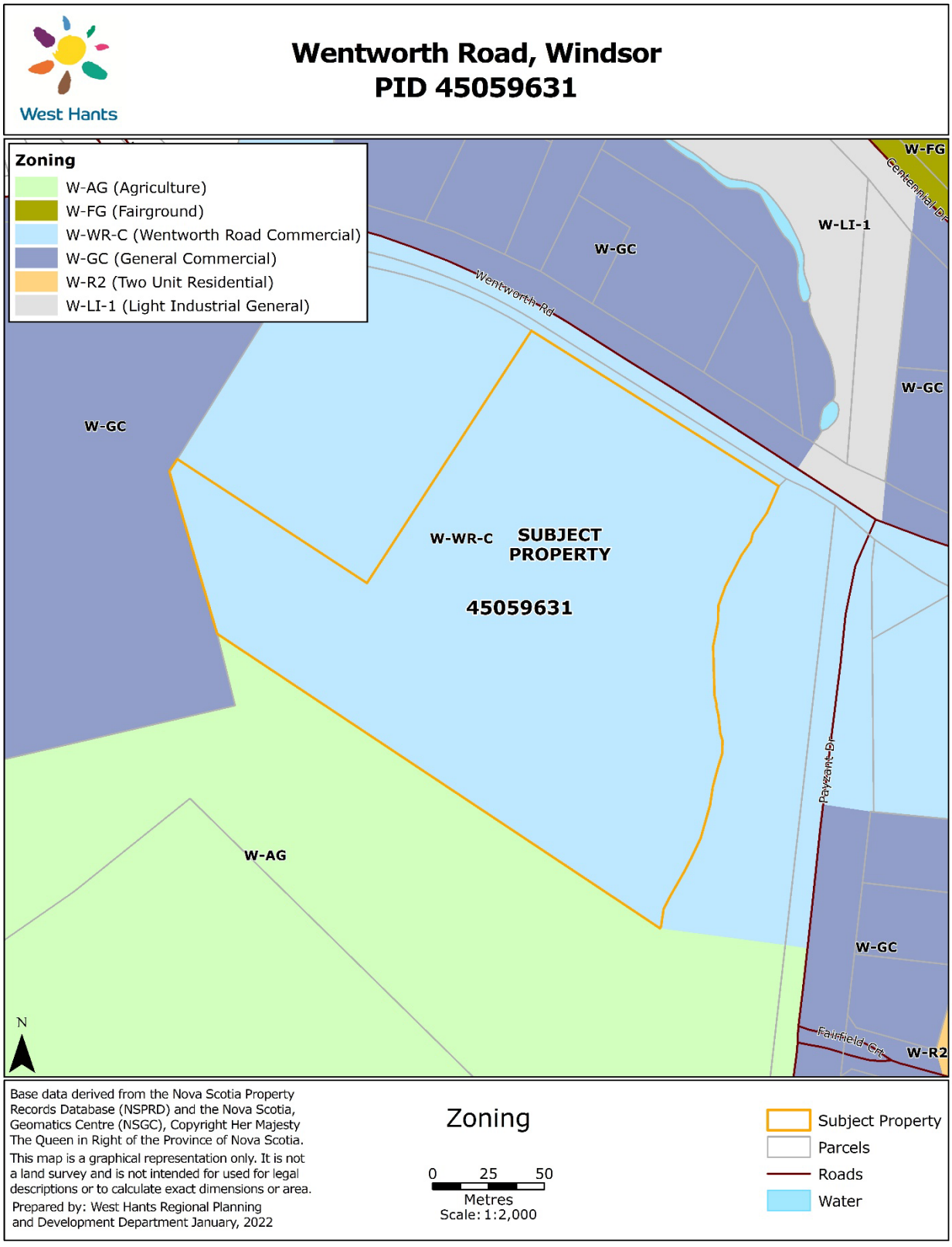
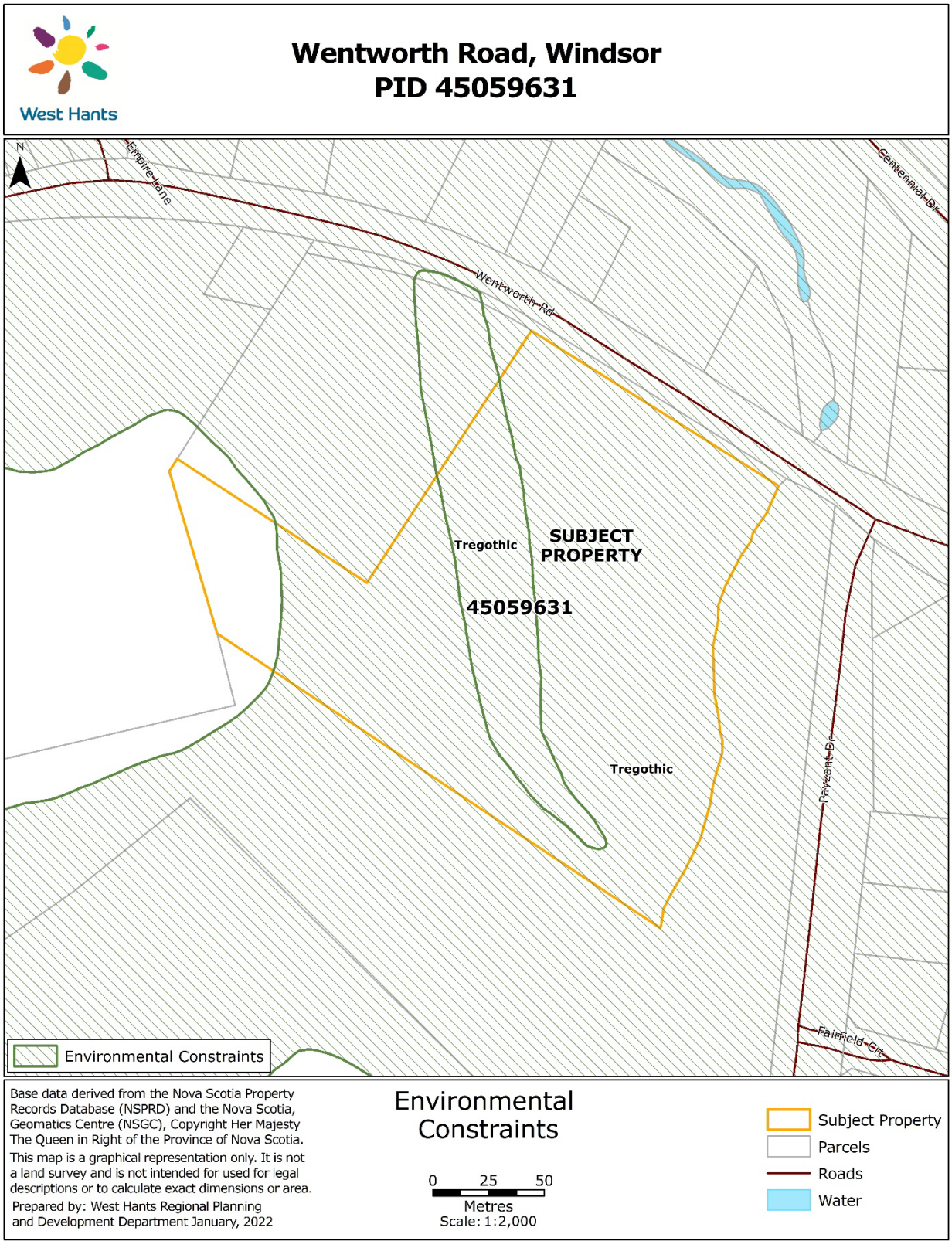


Figure 3
Environmental Constraints Extract



Attachment A
Specific Criteria for Development Agreement

Policy 8.6.15 It shall be the policy of Council that within the Wentworth Road Gateway District, Council will consider proposals for comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings, 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.

COMMENT
This development proposal includes grouped mixed-use and multi-unit apartment buildings and townhouses on the subject lot.

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**
(a) the proposed use will not conflict with neighbouring uses;	The subject lot directly abuts properties with a variety of zoning and designations. The designation of the properties abutting the subject lot include Agriculture and Commercial, and the zoning of these abutting lots is Wentworth Road Commercial (WR-C), General Commercial (GC), and Agriculture (AG). The subject lot is zoned Wentworth Road Commercial (WR-C) which permits a wide range of general commercial and highway commercial uses, as well as large format retail stores within a specified size limit as-of-right. To the north of the subject lot are small scale commercial and residential uses and a church. There is a vacant property to the east of the subject lot and small scale commercial on the east side of Payzant Drive. The lots south of the subject lot are vacant

	agricultural land, and there is vacant land and the West Hants Education Centre to the west of the subject lot. Section 2.11, *Construction Noise*, of the draft development agreement outlines the hours permitted for construction to take place on the site. Wentworth Road is designated an arterial road on the Transportation Map of the Windsor Municipal Planning Strategy which means the road is built to a higher standard and expected to handle more traffic than collector or local roads. The Manager of Operations for the Municipal Public Works Department commented that they have no concerns with the adequacy of roadways leading to the development or the increased traffic associated with the proposal. When requested for comment the Municipal Development Officer stated "In my opinion this proposed development does not propose any conflict with neighboring uses."
(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 the Wentworth Road Gateway District;	The subject lot is within the Wentworth Road Gateway District where Council created the following objectives: • to identify Wentworth Road as an 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. To achieve these objectives, new developments within this special development area are required to provide landscaping and other features that contribute to the overall attractiveness of the

	streetscape and create a safe and pleasant pedestrian environment, as well as allowing for efficient traffic movement. These items have been addressed in Sections 2.4, *Access and Egress,* 2.7, *Landscaping*, and 2.8, *Recreation Space,* of the draft development agreement. Wentworth Road hosts a variety of uses including the Hants County Exhibition Arena, West Hants Sports Complex, West Hants Centre for Education, commercial uses including gas stations, banks and retail stores, and a number of residential uses. The proposed mixed-use and multi-unit apartment buildings are taller than any surrounding buildings. The Wentworth Road Commercial (WR-C) zone permits a maximum height of 3 storeys (35 ft. or 10.68 m.). This proposed development will include mixed-use and multi-unit apartment buildings; three of these buildings are proposed to be 5 storeys (55 ft. or 16.76 m.) in height, and two of the buildings are proposed to be 6 storeys (65 ft. or 19.8 m.) in height. Although these grouped dwellings are different than the current development pattern in the area and the proposed buildings are taller, staff believe the scale of development is compatible with the surrounding buildings and will enhance the appearance of the streetscape which aligns with the intent of the Wentworth Road Gateway District. The proposal places the 5 storey buildings closer to Wentworth Road with the higher storey buildings being located at the back of the subject lot farthest from the road. The mixed-use apartment building on Wentworth Road will be set back from the front lot line

	and be required to provide a 15 ft. (4.57 m) landscaped area as specified in Section 2.7 (b), *Landscaping*, of the draft development agreement. This will provide a more human scale to the 5 storey building and allow the commercial businesses on the ground floor to have some space for customers entering / exiting that is not on the public sidewalk.
(c) the building design incorporates windows and other elements in the street level façade to avoid the appearance of solid blank walls;	To meet this criteria, Section 2.2 (d) of the draft development agreement specifies that the mixed-use and multi-unit apartment building design must incorporate windows and other elements at the street level façade to avoid the appearance of solid blank walls. The developer could utilize a number of methods to accomplish this including public art, creative landscaping and vegetation, windows, and/or façade treatments.
(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;	The Manager of Operations for the Municipal Public Works Department has stated that WSP completed a Windsor Intersection Infrastructure Needs Assessment for the Municipality which incorporated this proposed development in the traffic study. The study was prepared due to the planned reconstruction of the Exit 5A ramp for Highway 101 by the Provincial Department of Transportation and Active Transit. The study recommended upgrades to the intersection of Payzant Drive and Wentworth Road to include a roundabout. The Manager of Operations noted that these upgrades are being designed and will be discussed during the 2023-24 budget deliberations. They stated that an additional study would not be required to be provided by the developer.
(e) the provisions of Policies 8.6.4 and 8.6.8;	See below.

(f) any other matter which may be addressed in a development agreement or land use by-law; and	The Municipal Project Engineer specified that the "Developer must provide engineered stormwater plans to meet all municipal requirements". A stormwater management plan is required prior to any development permit being issued for the proposed uses, as outlined in Section 2.9, *Site Drainage*, of the draft development agreement. They also specified that "External services are considered commercial, therefore services such as garbage collection and snow plowing would be the responsibility of the property owner." This requirement is outlined in Section 2.10 (a), *Waste Collection*, and (c), *Snow Plowing*, of the draft development agreement. The Canadian Helicopters Base Manager for EMS Operations has been contacted to comment on whether the proposed development will have any impact on the helicopter landing pad at the Hants Community Hospital in Windsor. No response has been received at this time of filing this report. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses. All other matters are addressed elsewhere in this report.
(g) the provisions of Policy 16.3.1.	Please see Attachment B for further details.

As stated in Policy 8.6.16 (e) the development agreement should be considered against the provisions of Policy 8.6.4 and 8.6.8 of the Municipal Planning Strategy. These policies are reviewed below.

Policy 8.6.4 It shall be the policy of Council to treat the Wentworth Road Gateway District as a special development area where new developments shall be required to provide landscaping and other features that contribute to the overall

attractiveness of the streetscape and create a safe and pleasant pedestrian environment, as well as allowing for efficient traffic movement.

COMMENT
These items have been addressed in Sections 2.4, *Access and Egress,* 2.7, *Landscaping*, and 2.8, *Recreation Space,* of the draft development agreement. See Section 8.6.16 (b).

Policy 8.6.8 It shall be the intention of Council that, within the Wentworth Road Gateway District, the following matters will be addressed through Land Use By-law requirements and development agreement provisions:

CRITERIA	**COMMENT**
(a) landscaping along the street frontage to enhance the overall attractiveness of the streetscape and provide a buffer between the sidewalk and commercial or other development;	The mixed-use apartment building on Wentworth Road will be set back from the front lot line and be required to provide a 15 ft. (4.57 m) landscaped area as specified in Section 2.7 (b), *Landscaping*, of the draft development agreement. This will provide a more human scale to the 5 storey building and allow the commercial businesses on the ground floor to have some space for customers entering / exiting that is not on the public sidewalk.
(b) landscaping within parking lots to avoid the appearance of large, uninterrupted expanses of asphalt;	Section 2.7 (d) of the draft development agreement requires landscaped islands to be provided within parking areas of 20 spaces or more to avoid the appearance of large, uninterrupted expanses of asphalt.
(c) safe pedestrian access from the sidewalk to new developments by means of walkways or clearly defined trails;	The draft development agreement requires a 5 ft. (1.52 m.) wide pedestrian walkway from the sidewalk on Wentworth Road to the main entrances of each building, as outlined in Section 2.4 (d), *Access and Egress,* to ensure safe pedestrian access.
(d) other similar provisions.	All other provisions have been addresses elsewhere in this report.

Attachment B
General Criteria for Development Agreement

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

CRITERIA	**COMMENT**
(a) whether the proposal is considered premature or inappropriate in terms of:	
(i) the adequacy of sewer and water services;	The Municipal Project Engineer stated the lot is currently serviced with municipal sewer and water, and that "Public Works may choose that separate laterals be extended to each of the buildings." They have no concerns with the adequacy of sewer and water services in the area.
(ii) the adequacy of school facilities;	The Director of Operations for the Annapolis Valley Regional Centre for Education has stated they "have capacity for growth in the area noted", adding that they "would always make more space available if needed."
(iii) the adequacy of fire protection;	In response to an inquiry, the Manager of Building and Fire Inspection Services stated that "the main points at this time are Fire Department access, water supply for sprinkler systems and sewer adequate to handle the extra flow". As noted in 16.3.1 (a) (i) the Municipal Project Engineer did not have any concerns with respect to the adequacy of sewer and water services in the area to meet the demand of the proposed uses. Upon application for a development and building permit, the Manager of Building

	and Fire Inspection Services will go through a full building plan review to ensure the proposed development meets the Building and Fire Codes prior to issuing a building permit. Section 5.1, *Compliance with other By-laws and Regulations*, ensures that the Building Code requirements must be met. The local Fire Chief stated their immediate concerns would be: 360 degree access for aerial apparatus, particularly to the higher buildings; hydrant locations and Fire Department connection locations; and, rolling curbs to allow apparatus to mount curbs without possible tire damage. Section 2.6, *Fire Safety*, of the draft development agreement was developed based on comments received from the local Fire Chief. Staff drafted Section 2.6 (b) and (c) to ensure there is unimpeded access for emergency services vehicles.
(iv) the adequacy of road networks adjacent to, or leading to the development; and	Wentworth Road is an arterial road on the Transportation Map of the Windsor Municipal Planning Strategy which means it is built to a higher standard and is expected to accommodate more traffic than a collector or local road. The Manager of Operations for the Municipal Public Works Department commented that they have no concerns with the adequacy of road networks adjacent to or leading to the development. They added that the Municipality recently completed a Windsor Intersection Infrastructure Needs Assessment which included this area and incorporated the traffic counts of the proposed development.
(v) the financial capacity of the Town to absorb any costs relating to the development.	There are no anticipated costs to the Municipality regarding this development.

(b) the suitability with any aspect relative to the movement of auto, rail and pedestrian traffic;	The Manager of Operations has stated they have no concerns with regard to the adequacy of road networks adjacent to, or leading to the development, or the impact of the development on traffic generation or traffic safety. In terms of pedestrian traffic movement, there are sidewalks on both sides of Wentworth Road and the draft development requires a 5 ft. (1.52 m.) wide pedestrian walkway from the sidewalk on Wentworth Road to the main entrances of each building, as outlined in Section 2.4 (d), *Access and Egress.* This will ensure suitable infrastructure for safe pedestrian movement within the site. There is no active rail transportation in the vicinity.
(c) the adequacy of the dimensions and shape of the lot for the intended use;	The lot is approximately 8.43-acres in size which would be adequate to accommodate the proposed development.
(d) the pattern of development which the proposal might create;	The proposal from FH Development Group Inc. aligns with the intent of the Wentworth Road Gateway District and is not anticipated to create a pattern of development that is unusual for the area.
(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;	The subject lot is relatively flat. The east boundary of the lot follows the Tregothic Creek. Almost the entire subject lot is located within the Environmental Constraints area and is within the Tregothic Marsh. Any new buildings proposed on that portion of the site would be required to meet Section 27.0 of the Windsor Land Use By-law. This is also outlined in Section 2.10 (d), *Environmental Study,* of the draft development agreement. The Public Works Department has requested that a stormwater management plan for the

	site be required prior to development permits being issued to ensure that historical flooding patterns and area drainage systems have been considered and that storm water discharge will not have a negative impact on downstream properties. This is outlined in Section 2.9 (a), *Site Drainage*, of the draft development agreement. It is the responsibility of the property owner to ensure the site is suitable for the proposed uses.
(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	All Municipal, Provincial and Federal regulations will have to be met.
(g) any other matter required by relevant policies of this Strategy.	There are no other relevant policies of this Strategy.

Attachment C
Public Information Meeting Notes
May 12 – May 27, 2022
File 22-03
Wentworth Road, Windsor PID 45059631

Meeting date and time	A virtual Public Information Meeting was held on May 12th, 2022 beginning at 6 p.m. The meeting was live broadcast on the Municipal Facebook page.
Attending	In attendance: One (1) Councillor: • Councillor Sherman (Vice Chair) Two (2) members of staff: • Director LeMay • Meeting Secretary Lake Applicant: • Darren Shupe, Brighter Community Planning (Applicants Planner) The following members of the public attended the PIM via Zoom: • Karen Hosking • Mark Higgins Three (3) members of the public attended the meeting in-person.
Applicant Faisal Al-Hammadi, FH Development Group Inc. **Property** Wentworth Road, PID 45059631	Director LeMay outlined the development agreement application to permit 240 apartment units, 10,000 sq. ft. of commercial space and townhouse dwellings grouped on the lot at PID 45059631 on Wentworth Road. A formal presentation was made by Darren Shupe of Brighter Community Planning on behalf of the applicant.
Comments	Comments from the public could be submitted to Planner Poirier by mail, e-mail and telephone between May 12 – 27, 2022. 2 members of the public spoke at the Public Information Meeting and 1 written comment was received via email. The questions and comments from the public are summarized below. The email response is attached.

	The following comments were made at the Public Information Meeting: • will there be low rental apartments? What does "affordable" mean to the developer? Darren noted rent prices have not yet been established • how soon can it get started? The members of the public in-person at the meeting were there to support the project in general • one individual indicated the area is very wet Darren indicated the storm water management plan would address this • a PAC/HAC member asked whether the façade had been designed yet? They wanted to see care be taken in design of the facade to ensure it would age well and suit the area Darren said early stages yet and the developer would be looking at options • PAC member asked if EV chargers would be included? Darren commented that this had been done in other developments and would be considered for this
Adjournment	The meeting was adjourned at 6:28 p.m.

Public Email Responses Submitted for the Application PIM

May 18, 2022

From: Sara Poirier

To: Connor Wallace

Cc: Dino Lanzo

Hi Connor,

Thank you for the comments. I will ensure they are passed along to the Planning and Heritage Advisory Committee for consideration.

To answer your question on setbacks, in the draft development agreement I will be proposing a minimum 15 ft front yard and a minimum 25 ft rear and side yards. Our Manager of Building and Fire Inspection Services has been contacted for comment on the proposal. The Building Officials will ensure the buildings meet the National Building Code requirements prior to building permits being issued.

I have reviewed the access easement and requested comment from our Director of Public Works and CAO, and the new property owner. I will let you know once I hear back from them with direction.

All the best,

Sara

May 16, 2022

From: Connor Wallace

Cc: Dino Lanzo

To: Sara Poirier

Hi Sara,

Thanks again for sending along this update on the active planning application at PID 45059631.

I have spoken with my client, Canadian Tire Real Estate Limited, and offer the following feedback on their behalf.

- Concern with proximity of multi-unit residential dwellings to Canadian Tire Real Estate Property.

    - Concern with regards to compatibility of land uses and noise impact from potential future commercial operation (loading, deliveries, compacter etc.)
    - It is difficult to tell from the scale of the concept drawings – however could you clarify what the minimum setback distance is between these buildings and the Canadian Tire property lines?
    - The buildings look close to internal property lines as it pertains to limiting distance / unprotected openings (windows) requirements of the National Building Code. It may be difficult for the developer to have adequate unprotected openings for the proposed use, due to the buildings close proximity to internal property lines.
    - Suggestions:
        - Increase setback from internal property line
        - Implement transition measures along the property line such as opaque fencing and landscaping
- Easement
    - There is currently an access easement on the Canadian Tire Lands that is in favor of PID 45059631 (attached). We understand this easement was put in place when the town of Windsor owned these lands. Ownership has now changed and it doesn't look like the proposed development requires any access over the Canadian Tire lands. Therefore, we are wondering if this easement could now be relinquished and if so what the process is involved in doing so.

Look forward to hearing from you once you have had a chance to review these comments.

Regards,

Connor

From: Sara Poirier

To: Connor Wallace

Cc: Dino Lanzo

Good morning Connor,

Please find attached the PIM presentations made by staff and the applicants planners on May 12 for the application at PID 45059631 on Wentworth Road in Windsor. Please note that any comments or questions on the proposal can be submitted to me by noon on May 27.

All the best,

Sara

From: Connor Wallace

Cc: Dino Lanzo

To: Sara Poirier

Hey Sarah,

Following up on our phone chat this afternoon. As discussed, could you please circulate the plans/concept for this planning application following next weeks public meeting ?

Thanks,

Connor

ZZap Architecture and Planning

Attachment D

West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of , 2022.

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 -

FH DEVELOPMENT GROUP INC. a body corporate, with a head office at 153 Sackville Drive, Suite 1, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered owner of a parcel of land located on Wentworth Road, PID 45059631, 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 Municipal Planning Strategy, zoned Wentworth Road Commercial (WR-C) on the Zoning Map of the Land Use By-law, within the Wentworth Road Gateway District and within the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to 240 apartment units, 10,000 sq. ft. of commercial space, and 17 townhouse dwellings grouped on the Property (the "Development"); and

WHEREAS Policy 8.6.15 of the Municipal Planning Strategy and Section 6.1 (j) of the Land Use By-law enable Council to consider entering into a development agreement to allow comprehensively designed developments of grouped dwellings with three or more dwelling units which may include townhouse dwellings, triplex dwellings and mixed use apartment dwellings in the Wentworth Road Gateway District; and

WHEREAS the Council of the Municipality, at a meeting held on Month Day, 2022 approved this request and adopted this 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) "Commencement" means the date the Owner begins actively constructing a particular building within this Agreement as permitted by an issued development and building permit; and

(b) "Constructed wetland" means an engineered body of water that has specific plant species, soil types and microorganisms to treat water and aid in on-site stormwater management.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

(a) *Municipal Planning Strategy* means the 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

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

(i) those uses permitted by the underlying zoning in the Land Use By-law excluding car washes and drive-through restaurants;

(ii) residential development consisting of a maximum of 240 apartment dwelling units and 17 townhouse dwelling units;

(iii) under-building ground-level parking and surface parking for the uses within the buildings;

(iv) outdoor recreation space including but not limited to a plaza and central garden; and

(v) a constructed wetland which may be used for on-site stormwater management.

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. The Development location and design shall, subject to section 2.2(j), be generally consistent with the site plan shown in Schedule B.

(b) The mixed-use apartment building fronting on Wentworth Road shown as Building A on the site plan in Schedule B is limited to a maximum of 40 dwelling units and 10,000 sq. ft. gross floor area on the ground floor for commercial uses and shall be the first building to be constructed on the Property.

(c) The multi-unit apartment buildings shown as Building B, C, D and E on the site plan in Schedule B shall be limited to a maximum of 160 dwelling units. The buildings may include one storey of under building parking on the ground floor and may be constructed in an order suitable to the developer.

(d) The mixed-use apartment building and the multi-unit apartment buildings permitted in Section 2.2 (b) and (c) shall incorporate windows and other elements in the street level façade to avoid the appearance of solid blank walls.

(e) The 17 townhouse dwelling units shown as Buildings F on the site plan in Schedule B may be constructed any time after Building A and one of the multi-unit apartments, as identified as Buildings B-E on the site plan in Schedule B, are complete and have received occupancy permits.

(f) In the event that the Owner chooses to build and occupy one building at a time, the following infrastructure is required for that building:

(i) the necessary services for the proper use and enjoyment of the building including but not limited to a driveway and access, landscaping, pedestrian walkways, parking, lighting, and water and sewer services; and

(ii) the required usable recreation space as per Section 10.5, *Recreational Space*, of the Land Use By-law.

(g) Development shall conform to the following requirements:

Minimum Front Yard	15 ft. (4.57 m.)
Minimum Rear Yard	25 ft. (7.62 m.)
Minimum Side Yard*	25 ft. (7.62 m.) *No side yard shall be required along the common wall dividing a townhouse dwelling.

(h) Development height shall conform to the following requirements:

Type of Building as shown on Schedule B	**Maximum Height**	**Maximum Storey of Main Building**
Building A: Mixed-use multiple unit apartment building	55 ft. (16.76 m.)	5 storeys
Building B and C: Multiple unit apartment buildings	55 ft. (16.76 m.)	5 storeys
Building D and E: Multiple unit apartment buildings	65 ft. (19.8 m.)	6 storeys
Buildings F: Townhouse dwellings	35 ft. (10.67 m.)	3 storeys

(i) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*. The maximum height of an accessory building shall be 15 ft. (4.57 m.).

(j) The Development Officer may approve in writing minor changes to the location of the main buildings 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 2.9, *Site Drainage*, and 2.10 (d), *Environmental Study,* of this agreement provided the side yards are not decreased.

(k) No structure shall be located closer than 50 ft. (15.24 m.) from a watercourse.

(l) A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space as outlined in Section 2.8, *Recreational Space*, shall be required.

2.3 Phasing

(a) Construction of Building A and all relevant infrastructure and landscaping as outlined in Section 2.2 (f) and 2.7 (c) of this Agreement shall be completed within twenty-four (24) months of the commencement of Development outlined in Section 4.1 of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, Development as per this agreement 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.

(b) Construction of Buildings B-F and all relevant infrastructure and landscaping as outlined in Section 2.2 (f) of this Agreement shall be completed within ninety-six (96) months of the actual commencement of Development of Building A provided that such commencement is within the time limit prescribed in Section 4.1 of this Agreement. If, in the opinion of the Development Officer, this time limit has not been met, Development of Buildings B-F shall no longer be permitted and this Agreement may be discharged in part solely 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.

2.4 Access and Egress

(a) The Owner shall, subject to Section 2.2 (j), develop, construct, and maintain the driveway in the Development in general conformance with the driveway shown on Schedule B.

(b) The driveway shown on Schedule B shall provide a minimum street allowance of 50 ft. (15.24 m.) and shall be paved with a minimum paved surface of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated and paved.

(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 Wentworth Road or any other public road.

(d) A 5 ft. (1.52 m.) wide pedestrian walkway shall be provided from the sidewalk on Wentworth Road to the main entrances of each building. 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

(a) All parking spaces for vehicles using the Property shall be located on the lot and shall, subject to Section 2.2 (j), 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 300 sq. ft. (27.9 sq. m.) gross floor area dedicated to commercial uses on the Property.

(c) Parking may be provided either within the buildings 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, location and arrangement of parking spaces, aisles and driveways may be varied in writing by the Development Officer in accordance with Section 2.15, *Variance*, of this Agreement.

2.6 Fire Safety

(a) No development permit shall be issued until the location and connection design of any fire hydrant(s) to the municipal water supply has been approved by the water utility, in consultation with the district Fire Chief.

(b) All curbs shall be designed to be mountable by emergency services vehicles.

(c) All access routes shall be kept clear of overhead obstructions and wires and be maintained by the Owner to allow unimpeded access to the Property by emergency services vehicles, unless otherwise agreed to in writing by the Fire Chief.

2.7 Landscaping

The Owner shall:

(a) keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

(b) provide a landscaped area at least 15 ft. (4.57 m.) deep that runs the length of and directly abuts the front lot line along Wentworth Road, excluding driveway openings and walkways.

(c) the landscaped area required in Section 2.7 (b) shall be grassed, or other appropriate vegetative ground cover used, and trees shall be planted at intervals no greater than 50 ft. (15.24 m.) on centre. New trees shall have a minimum diameter of 2 in. (5.08 cm.) measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft. (1.52 m.). Where possible, existing trees may be retained and included in the calculation of plantings required.

(d) For parking lots containing 20 or more spaces, landscaped islands with a minimum permeable surface area of 100 sq. ft. (9.29 sq. m.) shall be provided within the parking lot at a rate of one island per 20 parking spaces. Islands may be located at the end of banks of parking stalls or separating banks of parking stalls. Landscaped islands may include shrubs, perennials, annuals or ground cover and shall include at least one tree, having a minimum diameter of 2 in. (5.08 cm.) measured at 4.5 ft. above the surrounding grade and a minimum height of 5 ft. (1.52 m.), per island. These landscaped islands may be used for on-site stormwater management.

2.8 Recreational Space

(a) A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space shall be provided on the Property and may include:

(i) individual balconies; and

(ii) common-use landscaped areas in accordance with the Site Plan attached as Schedule B.

(b) The plaza shown on the site plan in Schedule B shall be completed before an occupancy permit is issued for Building A. The central garden on the site plan in Schedule B shall be completed in conjunction with Building B and C. The plaza and central garden shall be included in the useable recreation space calculations.

2.9 Site Drainage

(a) No development permit shall be issued until the Owner provides a stormwater management plan that will satisfy the Municipal Engineer that historical flooding patterns and area drainage systems have been considered and that storm water discharge will balance pre- and post-construction flows to ensure there is no negative impact on downstream properties.

(b) No development permit shall be issued for the constructed wetland until the Owner submits engineered drawings to the Municipal Engineer for approval prior to construction.

(c) 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 Development. The Owner shall have sole responsibility for collecting, storing and disposing of garbage and other recycling or waste items from the Development.

(ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from or cause a nuisance to nearby properties and abutting roads and it shall not be located closer than 10 ft. (3.05 m.) to an abutting property.

(b) Water and Sewer Services

(i) Any of the proposed uses on the lot shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services

Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.

(ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property.

(c) Snow Plowing

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

(d) Environmental Study

For any portion of the main buildings shown on Schedule B of this Agreement that is intended to be constructed upon lands designated as Environmental Constraints on "Schedule A - Zoning" of the Land Use By-law, the Owner must provide the Development Officer with a completed Environmental Study as outlined in Policy 12.0.2 of the Municipal Planning Strategy prior to a development permit being issued.

2.11 Construction Noise

Construction on the lot shall only be permitted between the hours of 7:00 a.m. and 9:00 p.m. daily unless construction is being conducted within a wholly enclosed structure.

2.12 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.

2.13 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.

2.14 Subdivision

No alterations to the lot configuration or subdivision 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.

2.15 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*:

(i) minimum required yard dimensions except side yard requirements as required in Section 2.2 (g) of this Agreement;
(ii) number of parking spaces required; and
(iii) floor area occupied by a home-based business.

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*;
(b) the order of building construction in Section 2.2, *Development Location and Design*, and the required recreation space for Buildings A, B and C in Section 2.8 (b), *Recreation Space*;
(c) the fire safety requirements listed in Section 2.6, *Fire Safety*;
(d) the landscaping requirements in Section 2.7, *Landscaping*; and
(e) the requirements for a stormwater management plan to be submitted prior to a development permit being issued as listed in Section 2.9, *Site Drainage*.

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 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 eighteen (18) 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 Development without such an extension being deemed to be an amendment to this Agreement.

(c) The footings for Building A shall be completed, the determination of which shall be at the sole discretion of the Municipal Building Official, within twenty-four (24) months from the date this Agreement is signed.

(d) 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.

4.2 Material to be Provided

(a) The Owner shall provide record drawings to the Development Officer for any portion of the Development for which an engineered design is required, within ten (10) days of completion of any work which requires the engineered design.

(b) The Owner shall, upon written request, provide the Municipality with copies of any documentation, permits or approvals required by Provincial or Federal governments or agencies.

PART 5 ADMINISTRATION and COMPLIANCE

5.1 Compliance with other By-laws and Regulations

(a) Nothing in this Agreement shall exempt the Owner from complying with Federal, Provincial and Municipal laws, by-laws and regulations in force or from obtaining any Federal, Provincial, or Municipal license, permission, permit, authority, or approval required thereunder.

(b) Where the provisions of this Agreement conflict with those of any by-law of the Municipality applicable to the Property (other than the Land Use By-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 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 Faisal Al-Hammadi, FH Development Group Inc., 153 Sackville Drive, Suite 1, Lower Sackville, NS, B4C 2R3, or at any other address provided by the Owner.

(b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided by the Municipality to the Owner.

5.10 Full Agreement

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

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	**) WEST HANTS REGIONAL**
In the presence of:	**) MUNICIPALITY**
	)
	)
	)
	)
	)
_____	Per: _____
Witness	) Abraham Zebian, Mayor
	)
_____	) Per: _____

Witness	)	Deanna Snair, Municipal Clerk
	)	
	)	
	)	
	)	**FH DEVELOPMENT GROUP INC.**
	)	
	)	
	)	
_____	Per:	_____
Witness	)	Faisal Al-Hammadi, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2022, 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

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A Commissioner of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

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_____

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 _____, 2022
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, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

1. I Faisal Al-Hammadi of FH DEVELOPMENT GROUP INC. 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 _____, 2022
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

FAISAL AL-HAMMADI, President

Schedule A
Legal Description – PID 45059631

ALL that lot of land situate at Windsor, in the County of Hants and Province of Nova Scotia shown as Block A1 on a Plan of Survey prepared by Bruce Lake, N.S.L.S. entitled "Plan of Survey Parcel A lands conveyed to The Town of Windsor, The Municipality of the District of West Hants" dated the 23rd day of March, 2005, and recorded at the Registry of Deeds in Windsor on the 7th day of September, 2005 as document #82939779.

Together with an easement in favour of the Town of Windsor, over Lot B, lands of Canadian Tire Real Estate Limited, as defined and described in the Access Easement Agreement recorded on July 2, 2010 as Document 96268132.

Subject to the Restrictive Covenants as defined and described in the Restriction Agreement between the Town of Windsor the Canadian Tire Real Estate Limited, recorded on July 2, 2010 as Document 96268009.

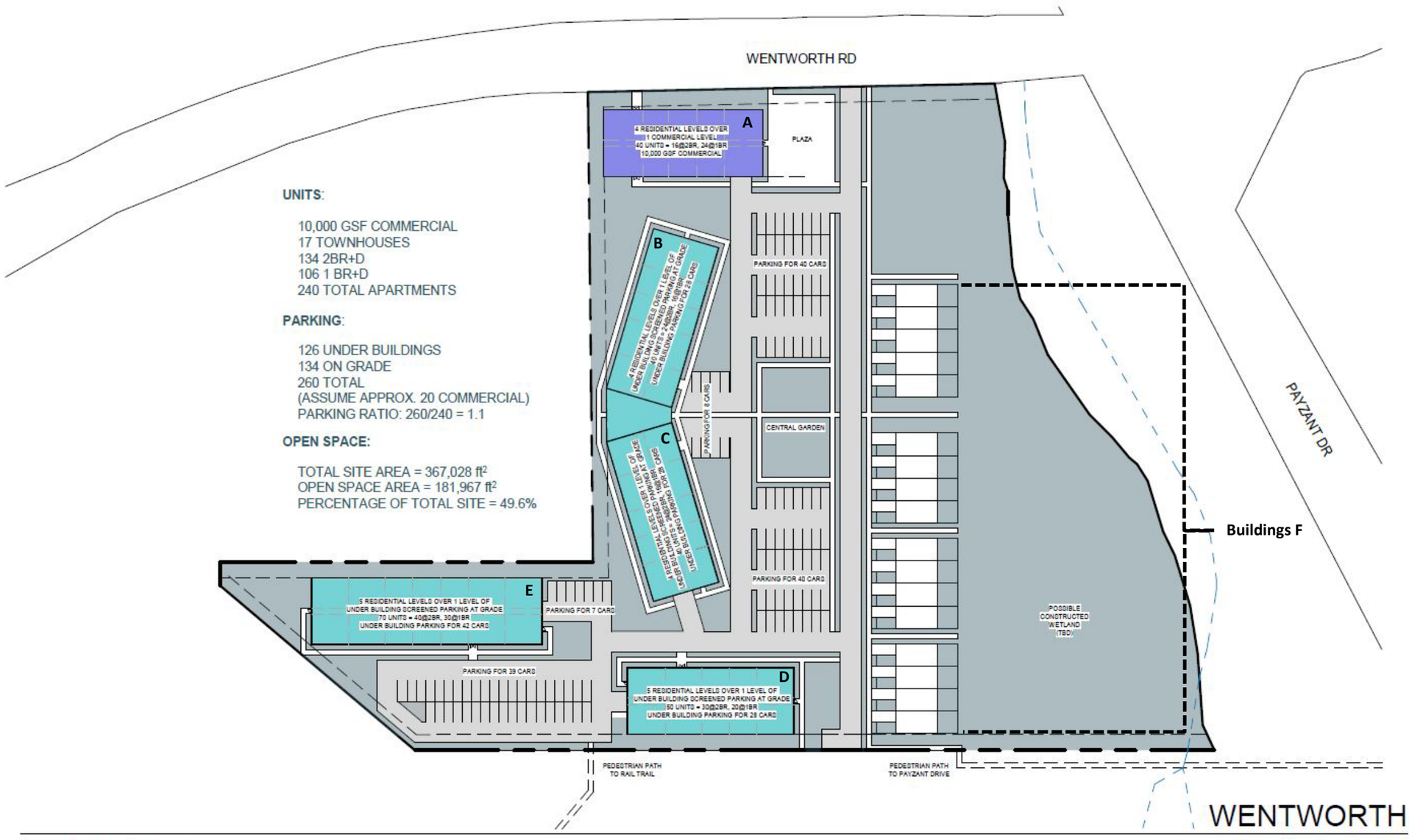
Subject to an Easement in favour of Bell Aliant Regional Communications Inc., in its capacity as general partner for Bell Aliant Regional Communications, Limited Partnership dated the 13th day of June, 2008 and recorded at the Land Registration Office for the district of Hants on the 15th day of September 2009 as Document No. 94276905.

SAVING and EXCEPTING LOT B as shown on registered Plan No. 94946069 at the Land Registration Office for Hants County.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Hants as plan or document number 94946069

The MGA compliance statement has been applied by SNSMR during the processing of the abovementioned plan 94946069

Schedule B
Site Plan



UNITS:

10,000 GSF COMMERCIAL
17 TOWNHOUSES
134 2BR+D
106 1 BR+D
240 TOTAL APARTMENTS

PARKING:

126 UNDER BUILDINGS
134 ON GRADE
260 TOTAL
(ASSUME APPROX. 20 COMMERCIAL)
PARKING RATIO: 260/240 = 1.1

OPEN SPACE:

TOTAL SITE AREA = 367,028 ft²
OPEN SPACE AREA = 181,967 ft²
PERCENTAGE OF TOTAL SITE = 49.6%

WENTWORTH

PRELIMINARY SITE PLAN
02 FEBRUARY 2022

ASK-1

Architects+Planners Inc.

N
0 10 m

Attachment B

West Hants
something inspiring awaits

AMENDING DEVELOPMENT AGREEMENT

THIS AMENDING AGREEMENT made this day of , 2024.

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 -

FH DEVELOPMENT GROUP INC. a body corporate, with a head office at 153 Sackville Drive, Suite 1, Lower Sackville, in the County of Halifax, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Municipality and Owner entered into a Development Agreement, said Agreement being attached hereto as Schedule "A", dated the July 26, 2022, and recorded at the Land Registry Office on October 3, 2022, as document number 121392436;

AND WHEREAS the Owner wishes to amend the Development Agreement to increase the number of apartment dwelling units within Building A to 43, reduce the gross floor area of

commercial uses on the ground floor of Building A to 5,000 sq. ft. and to allow the conversion of the commercial space to residential if it is not leased within one year of framing;

AND WHEREAS the Council of the Municipality, at a meeting held on Month Day, 2024, approved this request, pursuant to Policy 8.6.15 of the Windsor Municipal Planning Strategy and Section 6.1 (j) of the Windsor Land Use By-law;

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

1. The following Schedules to the Development Agreement shall be replaced with the schedules attached hereto:

   Schedule B – Site Plan

2. Section 2.2, *Development Location and Design*, of the Development Agreement shall be amended by deleting subclause 2.2 (b) and inserting a new subclause 2.2 (b) as follows:

   (b) The mixed-use apartment building fronting on Wentworth Road shown as Building A on the site plan in Schedule B is limited to a maximum of 43 dwelling units and 5,000 sq. ft. gross floor area on the ground floor for commercial uses and shall be the first building to be constructed on the Property. The ground floor area dedicated to commercial uses shall front on Wentworth Road.

3. Removing subsection (b) in Section 2.8, *Recreation Space*, of the Development Agreement so Section 2.8 reads as follows:

   A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space shall be provided on the Property and may include:

   (i) individual balconies; and
   (ii) common-use landscaped areas, which may include a plaza or central garden, in accordance with the Site Plan attached as Schedule B.

4. Inserting a new Section 2.16, *Building A Commercial Space,* of the Development Agreement as follows:

(a) The Municipality and the Owner acknowledge that commercial uses on the ground floor of Building A, fronting on Wentworth Road, would make a more vibrant streetscape and every effort should be made by the Owner to ensure there is a commercial component on the ground floor of Building A, fronting on Wentworth Road.

(b) The commercial space within Building A, fronting on Wentworth Road, may only be converted to residential apartment units if the following parameters are met:
   (i) A WHRM Building Official has conducted and approved the framing inspection on the commercial space; and
   (ii) The commercial space has been publicly advertised for lease by a licensed real estate agent for a period of at least 1-year from the approved framing inspection outlined in 2.16 (b) (i).

(c) Should the Owner wish to request the commercial space within Building A, fronting on Wentworth Road, be converted to residential apartment units, the Owner shall submit such request in writing with any supporting documentation to the Development Officer. The Development Officer will only approve such a request if the parameters outlined in Section 2.16 (b) are met.

(d) If the Owner is approved to convert the commercial space on the ground floor of Building A to residential, a maximum of 5 additional apartment units shall be permitted within Building A.

5. The parties hereby agree that all remaining terms and conditions of the Development Agreement recorded on October 3, 2022 shall remain in full force and effect.

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	**) WEST HANTS REGIONAL MUNICIPALITY**
In the presence of:	)
	)
_____	Per: _____
Witness	) Abraham Zebian, Mayor
	)
	)
_____	Per: _____
Witness	) Deanna Snair, Municipal Clerk
	)

)
)
) FH DEVELOPMENT GROUP INC.
)
)
)
_____ Per:_____
Witness) Faisal Al-Hammadi, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS day of , A.D. 2024, 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

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_____
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 _____, 2024
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, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

1. I Faisal Al-Hammadi of FH DEVELOPMENT GROUP INC. 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 _____, 2024
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

Faisal Al-Hammadi, President

Schedule B
Site Plan

UNITS:

5000 GSF COMMERIAL
3 3BR TOWNHOUSES
14 2BR STACKED TOWNHOUSES

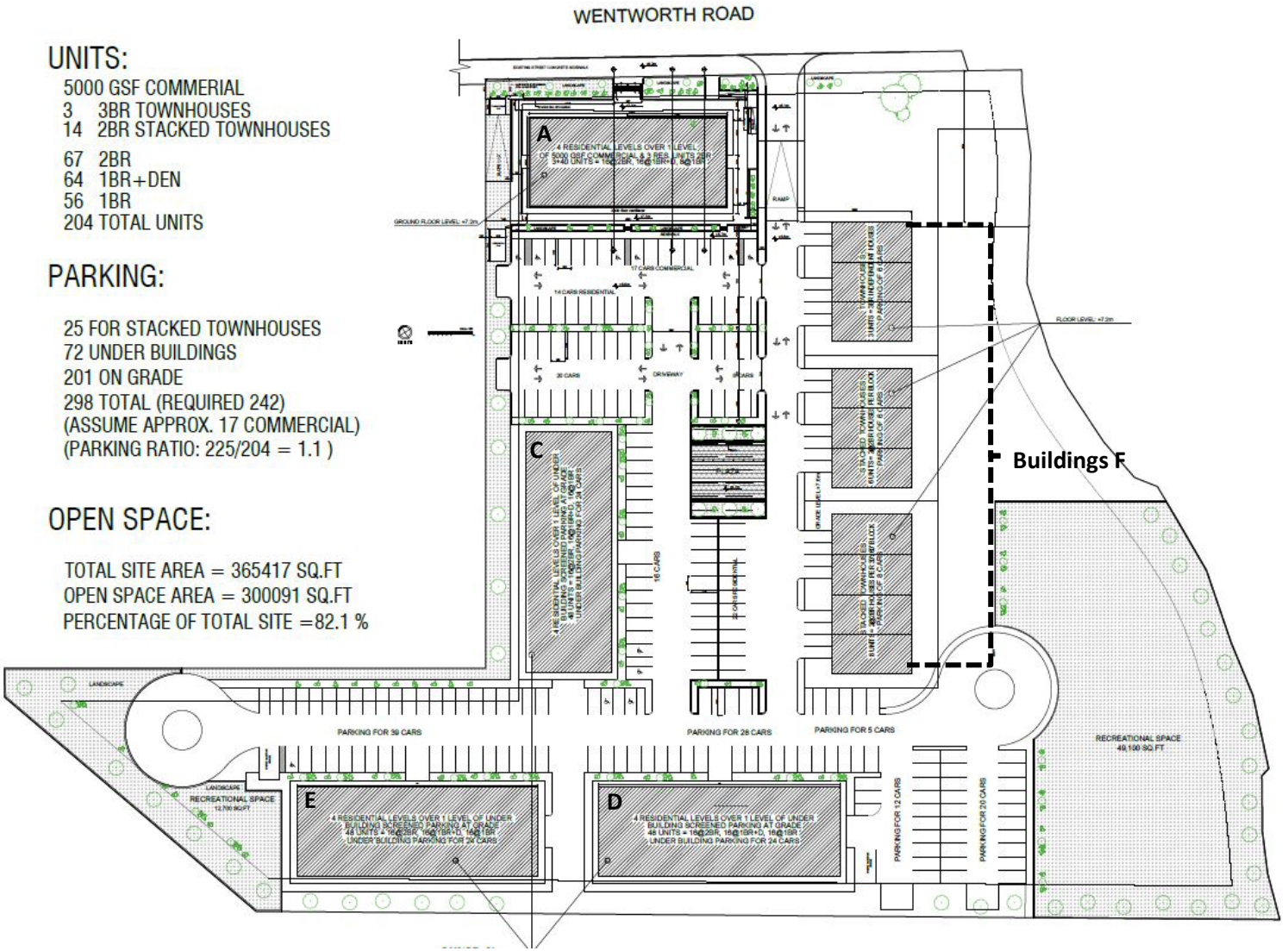
67 2BR
64 1BR+DEN
56 1BR
204 TOTAL UNITS

PARKING:

25 FOR STACKED TOWNHOUSES
72 UNDER BUILDINGS
201 ON GRADE
298 TOTAL (REQUIRED 242)
(ASSUME APPROX. 17 COMMERCIAL)
(PARKING RATIO: 225/204 = 1.1)

OPEN SPACE:

TOTAL SITE AREA = 365417 SQ.FT
OPEN SPACE AREA = 300091 SQ.FT
PERCENTAGE OF TOTAL SITE =82.1 %



West Hants
something inspiring awaits

AMENDING DEVELOPMENT AGREEMENT

THIS AMENDING AGREEMENT made this day of , 2024.

BETWEEN:

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OF THE FIRST PART

- and -

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(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Municipality and Owner entered into a Development Agreement, said Agreement being attached hereto as Schedule "A", dated the July 26, 2022, and recorded at the Land Registry Office on October 3, 2022, as document number 121392436;

AND WHEREAS the Owner wishes to amend the Development Agreement to increase the number of apartment dwelling units within Building A to 43, reduce the gross floor area of

commercial uses on the ground floor of Building A to 5,000 sq. ft. and to allow the conversion of the commercial space to residential if it is not leased within one year of framing;

AND WHEREAS the Council of the Municipality, at a meeting held on Month Day, 2024, approved this request, pursuant to Policy 8.6.15 of the Windsor Municipal Planning Strategy and Section 6.1 (j) of the Windsor Land Use By-law;

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

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   Schedule B – Site Plan

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   (b) The mixed-use apartment building fronting on Wentworth Road shown as Building A on the site plan in Schedule B is limited to a maximum of 43 dwelling units and 5,000 sq. ft. gross floor area on the ground floor for commercial uses and shall be the first building to be constructed on the Property. The ground floor area dedicated to commercial uses shall front on Wentworth Road.

3. Removing subsection (b) in Section 2.8, *Recreation Space*, of the Development Agreement so Section 2.8 reads as follows:

   A minimum of 60,000 sq. ft. (5,574.2 sq. m.) of usable recreation space shall be provided on the Property and may include:

   (i) individual balconies; and
   (ii) common-use landscaped areas, which may include a plaza or central garden, in accordance with the Site Plan attached as Schedule B.

4. Inserting a new Section 2.16, *Building A Commercial Space,* of the Development Agreement as follows:

(a) The Municipality and the Owner acknowledge that commercial uses on the ground floor of Building A, fronting on Wentworth Road, would make a more vibrant streetscape and every effort should be made by the Owner to ensure there is a commercial component on the ground floor of Building A, fronting on Wentworth Road.

(b) The commercial space within Building A, fronting on Wentworth Road, may only be converted to residential apartment units if the following parameters are met:

  (i) A WHRM Building Official has conducted and approved the framing inspection on the commercial space; and

  (ii) The commercial space has been publicly advertised for lease by a licensed real estate agent for a period of at least 1-year from the approved framing inspection outlined in 2.16 (b) (i).

(c) Should the Owner wish to request the commercial space within Building A, fronting on Wentworth Road, be converted to residential apartment units, the Owner shall submit such request in writing with any supporting documentation to the Development Officer. The Development Officer will only approve such a request if the parameters outlined in Section 2.16 (b) are met.

(d) If the Owner is approved to convert the commercial space on the ground floor of Building A to residential, a maximum of 5 additional apartment units shall be permitted within Building A.

5. The parties hereby agree that all remaining terms and conditions of the Development Agreement recorded on October 3, 2022 shall remain in full force and effect.

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	**) WEST HANTS REGIONAL MUNICIPALITY**
In the presence of:	)
	)
_____	Per: _____
Witness	) Abraham Zebian, Mayor
	)
	)
_____	Per: _____
Witness	) Deanna Snair, Municipal Clerk
	)

)
)
) FH DEVELOPMENT GROUP INC.
)
)
)
_____ Per:_____
Witness) Faisal Al-Hammadi, President

PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

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A Commissioner of the Supreme Court of Nova Scotia

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I certify that on this _____, 2024
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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, Faisal Al-Hammadi, Nova Scotia, make oath and say that:

1. I Faisal Al-Hammadi of FH DEVELOPMENT GROUP INC. 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.

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A BARRISTER/COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

Faisal Al-Hammadi, President

Schedule B
Site Plan

UNITS:

5000 GSF COMMERIAL
3 3BR TOWNHOUSES
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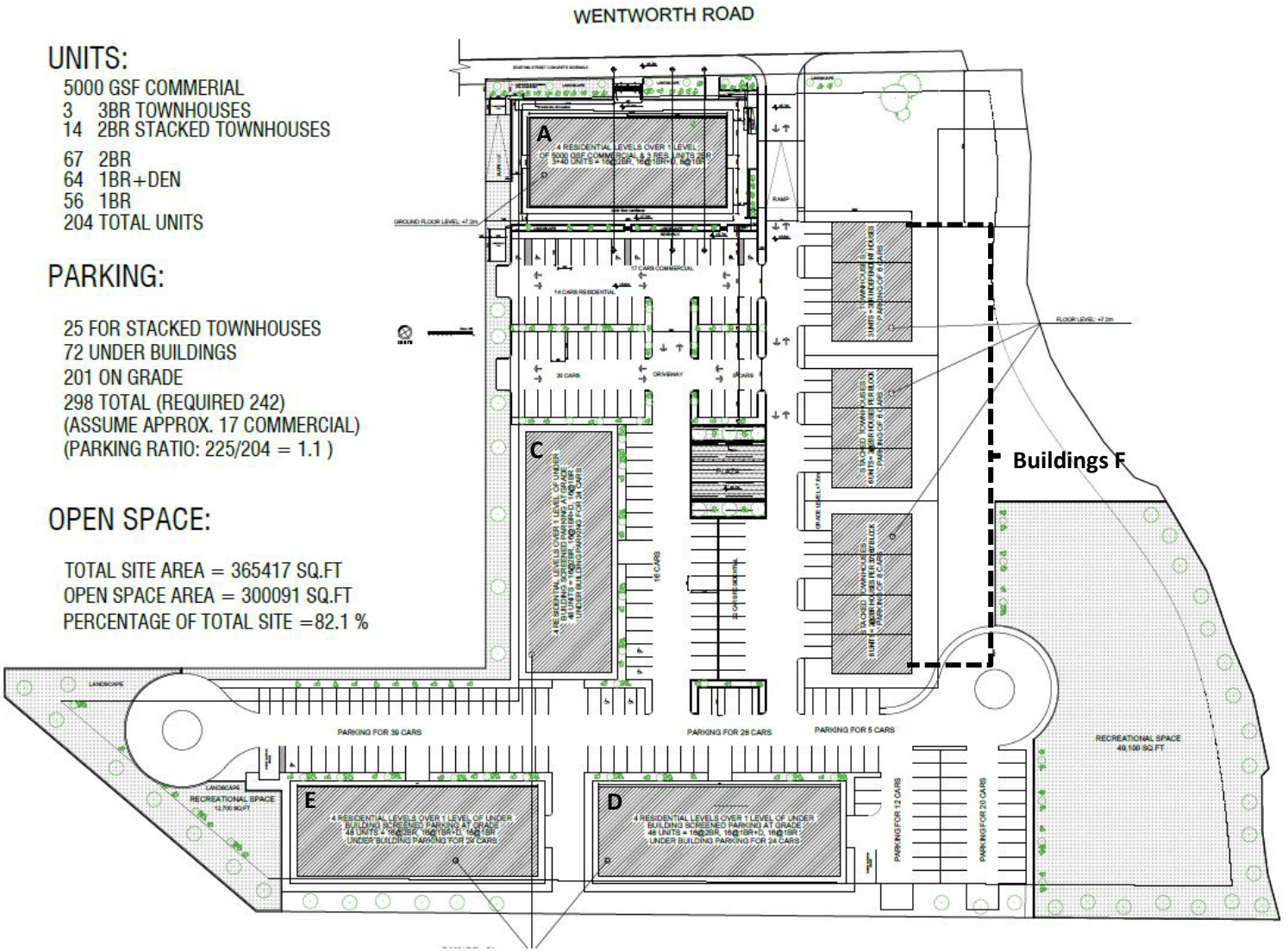
67 2BR
64 1BR+DEN
56 1BR
204 TOTAL UNITS

PARKING:

25 FOR STACKED TOWNHOUSES
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201 ON GRADE
298 TOTAL (REQUIRED 242)
(ASSUME APPROX. 17 COMMERCIAL)
(PARKING RATIO: 225/204 = 1.1)

OPEN SPACE:

TOTAL SITE AREA = 365417 SQ.FT
OPEN SPACE AREA = 300091 SQ.FT
PERCENTAGE OF TOTAL SITE =82.1 %



Attachment E – Public Information Meeting Notes

July 9 - 23, 2026

Development Agreement Amendment: Wentworth Road (PID 45059631); File # 26-08

Meeting date and time	A Public Information Meeting was held on July 9, 2026 beginning at 6:00 p.m. The meeting was broadcast live on the Municipal YouTube page.
Attending	In attendance for the meeting: One (1) Chair: • Councillor Ivey Three (3) members of staff: • Manager Fougere • Senior Planner Dunphy • Planning Assistant Lake 19 members of the public were in attendance for the meeting.
Applicant Lauren Isabelle, Brighter Community Planning **Property** Wentworth Road, Windsor (PID 45059631)	Manager Fougere outlined the application to amend the existing amended development agreement. The applicant also provided a presentation to summarize the requested amendments.
Comments	Comments from the public could be submitted by mail, e-mail and telephone between July 9 - 23, 2026. Staff received no correspondence from the public.
Adjournment	The Public Information Meeting ended at 6:20 p.m.