



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information ☐	Recommendation ☐	Decision Request X	Councillor Activity ☐
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To: Mayor Zebian and Members of West Hants Regional Municipality Council

Submitted by: _____

Alex Dunphy, Senior Planner

Date: July 22, 2025

Subject: Commencement Date Extension – Development Agreement:
8 Upper Water Street, Windsor

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

DECISION REQUEST

Should Council wish to allow the requested extension, the following motion would be in order:

...that Council approves the requested extension to the Commencement Date deadline for the 8 Upper Water Street development agreement by 48 months, so that the new Commencement Date is January 12th, 2032.

BACKGROUND

Property X	Public Opinion ☐	Environment ☐	Social ☐	Economic ☐	Councillor Activity ☐
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A request was received from Aaron Ewer and Justin Brown of Halyard Developments on May 13, 2025. The request was to extend the original Commencement Date within the approved development agreement by an additional 48 months. The development agreement was for a mixed-use apartment building.

DISCUSSION

Council approved the development agreement (Appendix A) at 8 Upper Water Street in Windsor on November 28, 2023. Criterion 4.1 (b) of the development agreement states the following:

“Active Construction shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the Municipal Government Act 30 days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of Development without such an extension being deemed to be an amendment to this Agreement.”

With the signing of the document having taken place on January 12th, 2024, the Commencement Date deadline would be January 12th, 2028. In anticipation of this deadline, the developer has sent a letter (Appendix B) requesting a 48-month extension on this timeline, bringing the new Commencement Date deadline to January 12th, 2032. The developer lists the “current economic and real estate climate in Nova Scotia” as the main reasons for the requested extension.

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:

- approve the requested extension to the Commencement Date of the approved development agreement;
- refuse the requested extension to the Commencement Date of the approved development agreement; or
- provide alternative direction, such as requesting further information on a specific topic.

APPENDIX

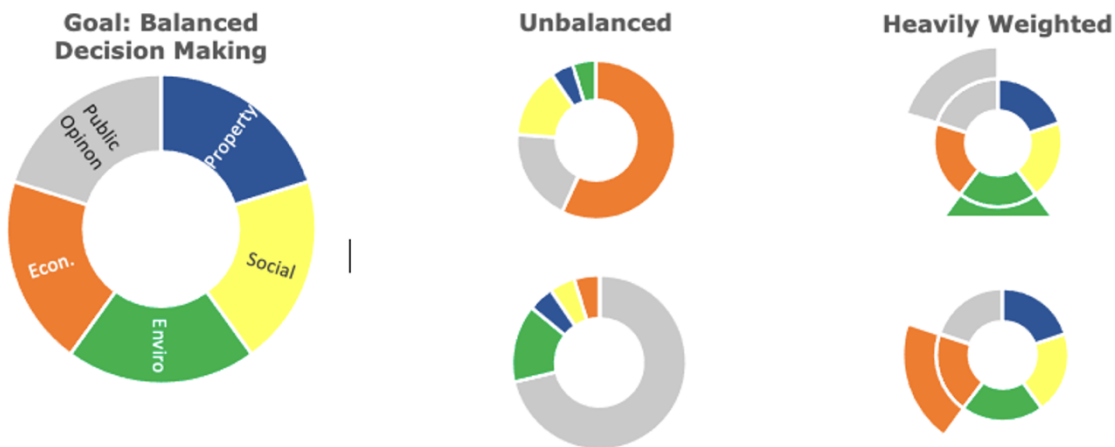
Appendix A	Registered Development Agreement: 8 Upper Water Street, Windsor
Appendix B	Halyard Developments Letter: Commencement Date Extension Request

CHIEF ADMINISTRATIVE OFFICER REVIEW

The applicant has requested an extension that is considerably beyond the original commencement date of January 12th, 2028. The rationale is provided in the report. Council can deny the application, award the amended date as requested or respond with a counter date.

Staff await Council's direction on the matter.

Council has been provided with a reference taken from the Meeting and Committee Procedural Policy, Appendix C "Decision Making by Council and Committee of the Whole" as a reminder of the principles highlighted for good decision making.



Report Prepared by: _____

Alex Dunphy, Senior Planner

Report Approved by: _____

Kari Fougere, Acting Director of Planning and Development

Report Approved by: _____

Mark Phillips, Chief Administrative Officer

Appendix A – Registered Development Agreement: 8 Upper Water Street, Windsor



DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 12th day of January, 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 -

HALYARD DEVELOPMENTS LIMITED a body corporate, with a head office at 84 Wickwire Avenue, Wolfville, in the County of Kings, Province of Nova Scotia,

(Hereinafter referred to as the "Owner")

OF THE SECOND PART

WHEREAS the Owner is the registered Owner of parcel of land located at 8 Upper Water Street, PID 45333291, hereinafter referred to as the "Property", which lands are more particularly described in Schedule A attached hereto; and

WHEREAS PID 45333291 is designated Town Centre on the Generalized Future Land Use Map of the Municipal Planning Strategy and zoned Town Centre (TC) on the Zoning Map of the Land Use By-law; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit up to 95 apartment units and up to 4165 sq. ft. (386.9 sq. m.) of commercial space within a six (6) storey apartment building on the Property (the “Development”); and

WHEREAS Policy 7.2.1 of the Municipal Planning Strategy and Section 6.1 (e) of the Land Use By-law enable Council to consider entering into a development agreement to allow new main buildings in the Town Centre (TC) zone, and Policy 7.4.2 of the Municipal Planning Strategy and Section 6.1 (f) of the Land Use By-law enable Council to consider entering into a development agreement to allow new multiple unit residential development containing more than three units; and

WHEREAS the Council of the Municipality, at a meeting held on November 28, 2023, 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) “Active Construction” means that the Owner has active development and building permits for the construction of the apartment building and the associated parking podium, and that construction activity including but not limited to equipment, machinery, and employees, are on-site working towards the necessary building inspections leading to an occupancy permit.
- (b) “Commencement” means the date the Owner begins Active Construction on the apartment building within this Agreement as permitted by an issued development and building permit; and
- (c) “Commercial Floor Area” means the total useable floor area within a building used for commercial purposes but excludes washrooms, utility and mechanical rooms, storage rooms and common hallways between stores.

1.2 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

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

- (a) Municipal Planning Strategy means the Windsor Municipal Planning Strategy, effective on September 21, 2005, as amended, or successor by-laws;
- (b) Land Use By-law means the Windsor Land Use By-law, effective on September 21, 2005, as amended, or successor by-laws;
- (c) Subdivision By-law means the Windsor Subdivision By-law, effective on March 21, 2012, as amended, or successor by-laws.

PART 2 DEVELOPMENT REQUIREMENTS

2.1 Use

- (a) The Parties agree that uses on the Property shall be limited to the following:
 - (i) those uses permitted by the underlying zoning in the Land Use By-law;
 - (ii) a six (6) storey apartment building containing up to 95 apartment units and up to 4165 sq. ft. (386.9 sq. m.) of Commercial Floor Area on the ground floor area fronting onto Upper Water Street and King Street, which shall be limited to the following:
 - Arts and crafts studios including photography
 - Banks and financial institutions
 - Clubs and community organizations
 - Commercial schools
 - Day care centres, licensed and non-licensed
 - Entertainment, recreation and assembly uses within a wholly enclosed building
 - Licensed liquor establishments
 - Microbrewery, Microdistillery, Winery
 - Museums, art galleries and libraries
 - Offices
 - Parking structures
 - Repair and rental establishments
 - Restaurants
 - Retail stores
 - Service and personal service shops
 - Veterinary clinics and animal hospitals

- (iii) underbuilding, underground and surface parking for the uses within the building.

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 Development location and design shall be generally consistent with the site plan shown in Schedule B.
- (b) The Development Officer may approve in writing minor changes to the location of the building or other aspects of the Site Plan.
- (c) The apartment building shown on the Site Plan in Schedule B shall be limited to a maximum of 95 dwelling units and up to 4165 sq. ft. (386.9 sq. m.) of Commercial Floor Area on the ground floor. The building may include underground and underbuilding parking and shall conform to the following requirements:

Minimum Front Yard (Upper Water St.)	0 ft. (0 m.)
Minimum Flanking Yard (King St.)	0 ft. (0 m.)
Minimum Rear Yard (Cobbett St.)	20 ft. (6.10 m.)
Minimum Side Yard	7 ft. (2.13 m.)
Maximum Storey of Main Building	6 storeys
Maximum Building Height	60 ft. (18.29 m.)*
Maximum Height of Accessory Building	15 ft. (4.57 m.)

*Maximum building height shall not include a mechanical penthouse or roof access.

- (d) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.
- (e) The Owner shall keep all undeveloped areas of the Property landscaped which may include grass, shrubs, trees or other appropriate vegetative cover.

2.3 Access and Egress

- (a) The Owner shall develop, construct, and maintain the driveways in the Development in general conformance with the driveways shown on Schedule B.
- (b) The driveways shown on Schedule B shall be paved with a minimum paved surface width of 20 ft. (6.09 m.). The vehicular entrance and exit shall be clearly demarcated.

2.4 Parking

- (a) All parking spaces for vehicles using the Property shall be located on the lot and shall be generally located as shown on Schedule B.
- (b) A minimum of 86 parking spaces, with at least one space which may be used as a care share space, and a minimum of 10 bicycle parking spaces to accommodate the residential and commercial uses.
- (c) Parking may be provided either underbuilding, underground or outside at grade.
- (d) Outside parking aisles and spaces shall be constructed so as to create a stable surface for vehicle traffic and be clearly demarcated and lined by the Owner. They may be constructed using permeable construction materials to assist with stormwater retention.
- (e) Each parking space shall be a minimum of 9 ft. by 20 ft. (2.7 m. by 6.1 m.) exclusive of driveways and manoeuvring aisles. Parking aisles shall be a minimum of 20 ft. (6.1 m.) wide.
- (f) The number of parking spaces may be varied in writing by the Development Officer in accordance with Section 2.13, *Variance*, of this Agreement.

2.5 Fire Safety

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

2.6 Buffering

Outdoor parking shall be screened from adjacent properties, through the use of:

- (a) a mix of local species of coniferous trees. At planting, each tree shall have a diameter of at least two (2) in. measured at four-and-one half (4.5) ft. above the surrounding grade and a minimum height of 5 ft.; or
- (b) a hedge of a variety of coniferous shrubs each of which will reach over six (6) ft. in height at maturity; or

- (c) a wall or an opaque fence which is a minimum of five (5) ft. in height and of sufficient height to provide a visual buffer to the abutting property; or

any combination of the above, all arranged to form a dense or opaque screen, and maintained for as long as the buffer is required.

2.7 Servicing

(a) Waste Collection

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

(b) Water and Sewer Services

- (i) The building shall be serviced with water and sewer services provided by West Hants Regional Municipality authorized by the Municipal Engineer. Detailed design plans of the water and sewer servicing connections and layout shall be in accordance with the Municipal Services Specifications Manual and shall be submitted to the Municipal Engineer for approval prior to construction.
- (ii) The Owner shall be responsible for constructing, installing and maintaining the water and sewer services on the Property.

(c) Snow Plowing

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

2.8 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 driveways to a level adequate to allow for access by emergency services vehicles.

2.9 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.

2.10 Hours of Operation

The hours of operation for the commercial uses within this Development shall be limited to between 6:00 a.m. and 11:00 p.m. daily, inclusive.

2.11 Variance

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

- (i) minimum required yard dimensions as required in Section 2.2 (c) of this Agreement; and
- (ii) number of parking spaces required.

PART 3 CHANGES AND DISCHARGE

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

3.3 The following matters are substantive matters:

- (a) the number of units permitted within the apartment building on the Property as listed in Section 2.1, *Use*;
- (b) maximum building height as listed in Section 2.2, *Development Location and Design*;

3.4 Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter, and this Agreement may be discharged by Council without a public hearing.

3.5 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 Properties is in accordance with the Land Use By-law or a new Agreement has been entered into.

3.6 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. The date of commencement will be determined as the date the Owner begins Active Construction on the building within this Agreement as permitted by an issued development and building permit.
- (b) Active Construction shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality by resolution of Council in accordance with Section 229 of the *Municipal Government Act* 30 days after giving Notice of Intent to Discharge to the Owner. Upon the written request of the Owner, the Municipality, by resolution of Council, may grant an extension to the date of commencement of Development without such an extension being deemed to be an amendment to this Agreement.
- (c) If the Owner is bona fide delayed from commencing the Development for reasons which are beyond the Owner's control, the determination of which shall be at the sole discretion of the Development Officer, then performance by the Owner is excused for the period of the delay and the time period for the Owner to perform their obligations shall be extended by the Development Officer in writing for an equivalent period, without such an extension being deemed to be an amendment to this Agreement.

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 have 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 Justin Brown at 84 Wickwire Avenue, Wolfville, B4P 1W2 , or at any other address provided in writing or email by the Owner.
- (b) The Owner may serve notice on the Municipality by registered mail addressed to the Chief Administrative Officer, West Hants Regional Municipality, 76 Morison Drive, P.O. Box 3000, Windsor, NS, B0N 2T0, or at any successor address provided in writing or email by the Municipality to the Owner.

5.10 Full Agreement

This Agreement replaces and discharges the development agreement dated July 22, 2013 between the Town of Windsor and Cedarwood Developments Limited recorded at the Land Registration Office in Hants County, Nova Scotia on August 20, 2013 as document #103626942, such that the sole development agreement applicable to the lands described in Schedule A attached hereto is this agreement.

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

SIGNED, SEALED AND DELIVERED

In the presence of:



Witness



Witness



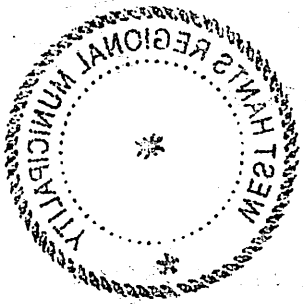
Witness

) WEST HANTS REGIONAL
) MUNICIPALITY

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Per: 
) Abraham Zebian, Mayor
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Per: 
) Deanna Snair, Municipal Clerk
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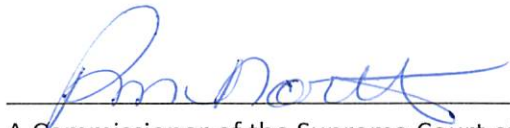
) HALYARD DEVELOPMENTS LIMITED

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Per: 
) Justin Brown, Director
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PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

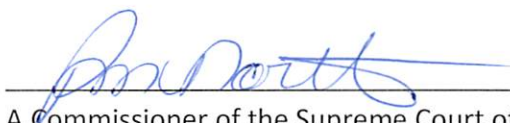
ON THIS 12th day of Jan , A.D. 2024, before me, the subscriber, personally came and appeared Alex Dunphy , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that **WEST HANTS REGIONAL MUNICIPALITY**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be thereunto affixed in his 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 12th day of Jan , A.D. 2024, before me, the subscriber, personally came and appeared Alex Dunphy , a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that, **Justin Brown**, one of the parties thereto, signed, sealed and delivered the same in his presence.


A Commissioner of the Supreme Court of Nova Scotia

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

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

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

AFFIDAVIT OF CLERK

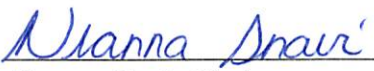
WEST HANTS REGIONAL MUNICIPALITY

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 12th January, 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

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

Canada

Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

AD

Justin Brown

I, ~~Aaron Ewer~~, Nova Scotia, make oath and say that:

1. I Justin Brown of **HALYARD DEVELOPMENTS LIMITED** the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that I executed the foregoing instrument on behalf of the Corporation on the date of this affidavit; this acknowledgment is made for the purpose of registering such instrument pursuant to s.31(a) of the Registry Act, R.S.N.S. 1989, c.392 or ss.79 and 83 of the Land Registration Act as the case may be.
3. I verify that I have the authority to execute the foregoing instrument on behalf of the corporation and thereby bind the Corporation.
4. The Corporation is a resident of Canada under the Income Tax Act (Canada).
5. The Ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

I certify that on this Jan 12th, 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


Justin Brown, Director

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

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

Schedule A
Legal Description

PID 45333291

Place Name: Water Street, Windsor

Designation of Parcel on Plan: Lot DTR-1

Title of Plan: Plan of survey showing Lot DTR-1 a consolidation of land of Dragon Tan Restaurant and Lounge Limited, Water Street, Windsor, Hants County, Nova Scotia

Registration of District: Hants

Registration Reference of plan: 8494

Registration Date: April 11, 2001

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

Schedule B
Site Plan





PROPOSED SIXTH LEVEL
SCALE: 1/8" = 1'-0"



PROPOSED FIFTH LEVEL
SCALE: 1/8" = 1'-0"

ISSUED FOR APPLICATION

NOTES:

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL ROOMS ARE TO BE FINISHED TO THE TOP OF THE CEILING.
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PROPOSED FIFTH AND SIXTH LEVEL PLANS

A4

AS NOTED
UNLESS OTHERWISE NOTED
BY THE ARCHITECT



Appendix B – Halyard Developments Letter: Commencement Date Extension Request



Halyard Developments Ltd.
84 Wickwire Avenue
Wolfville, NS, B4P 1W3

May 13, 2025

Planning and Development Department
Municipality of the District of West Hants
76 Morison Drive
Windsor, NS, B0N 2T0

Dear Members of Council,

Re: Request for Extension – Development Agreement for 8 Upper Water Street, Windsor

I am writing to respectfully request a 48-month extension to the existing development agreement for the proposed mixed-use building located at 8 Upper Water Street in downtown Windsor.

As you are aware, this development represents a significant opportunity to support the long-term revitalization and densification goals of Windsor's core. However, the current economic and real estate climate in Nova Scotia has created short-term conditions that make proceeding with construction less feasible. The rapid pace of development across the province in recent years has led to a temporary saturation of the housing market, particularly for multi-unit residential projects. We believe that granting this extension will allow us to better align the construction of this project with more favourable market conditions and housing demand projections.

Our intent remains to deliver a high-quality, six-storey mixed-use building—adding both vitality and much-needed housing capacity to the area. By proceeding at a time when the market can more fully absorb this type of development, we can ensure both economic sustainability and alignment with the Municipality's broader planning objectives. We greatly appreciate your consideration of this request and look forward to continuing to work collaboratively with staff and Council.

Please do not hesitate to reach out should you require any additional discussion in support of this request.

Sincerely,

A handwritten signature in black ink, appearing to read 'A. Ewer', with a long horizontal flourish extending to the right.

Aaron Ewer
Halyard Developments Ltd.