



Committee of the Whole Excerpts
March 10, 2026

COMMENCEMENT DATE EXTENSION – DEVELOPMENT AGREEMENT: 549 O’BRIEN STREET, WINDSOR EXCERPT

A request was received from Metro Premier Properties Inc. to extend the commencement date for the approved development agreement at 549 O’Brien Street in Windsor by an additional 48 months. The development, originally approved by Council in December 2021 for a mixed-use and residential apartment project, required construction to begin by February 2, 2026. The developer has requested the extension due to additional environmental remediation work required to meet provincial regulations, which has delayed the project timeline. If approved by Council, the extension would allow additional time for the developer to proceed with the project, with no financial implications to the Municipality.

The recommended motion was that Committee of the Whole recommends ...

COUNCIL APPROVES THE REQUESTED EXTENSION TO THE COMMENCEMENT DATE DEADLINE FOR THE 549 O’BRIEN STREET DEVELOPMENT AGREEMENT BY 48 MONTHS, SO THAT THE NEW COMMENCEMENT DATE IS FEBRUARY 2ND, 2028.



WEST HANTS REGIONAL MUNICIPALITY REPORT

Information <input type="checkbox"/>	Recommendation <input type="checkbox"/>	Decision Request X	Councillor Activity <input type="checkbox"/>
--------------------------------------	---	--------------------	--

To: West Hants Regional Municipality Committee of the Whole

Submitted by: _____

Alex Dunphy, Senior Planner

Date: March 12, 2026

Subject: Commencement Date Extension – Development Agreement:
549 O’Brien Street, Windsor

LEGISLATIVE AUTHORITY

Municipal Government Act Section 230

DECISION REQUEST

Should Committee of the Whole wish to recommend the extension, the following motion is in order:

...that Council approves the requested extension to the Commencement Date deadline for the 549 O’Brien Street development agreement by 48 months, so that the new Commencement Date is February 2nd, 2028.

BACKGROUND

Property X	Public Opinion <input type="checkbox"/>	Environment <input type="checkbox"/>	Social <input type="checkbox"/>	Economic <input type="checkbox"/>	Councillor Activity <input type="checkbox"/>
------------	--	--------------------------------------	---------------------------------	-----------------------------------	---

A request was received from Clark Wilkins of Metro Premier Properties Inc. on January 6, 2026 through email correspondence. 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 and a residential-only apartment building.

DISCUSSION

Council approved the development agreement (Appendix A) at 549 O'Brien Street in Windsor on December 16, 2021. Criterion 4.1 (b) of the development agreement states the following: *“Development as provided in Part 2 of this Agreement shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality 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 on February 2nd, 2022, the original Commencement Date deadline would be February 2, 2026. As this deadline was nearing at the time the developer contacted staff, an extension of 48 months was requested by the developer. If Council were to approve the extension request, the new Commencement Date deadline would be February 2nd, 2028. The developer cited that additional environmental work outside of the original scope was necessary to meet Provincial requirements as the main reason for the requested extension. The additional environmental remediation required on the site has delayed the project, and the developer now anticipates being permit ready within a year and shovel ready within 2 years.

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

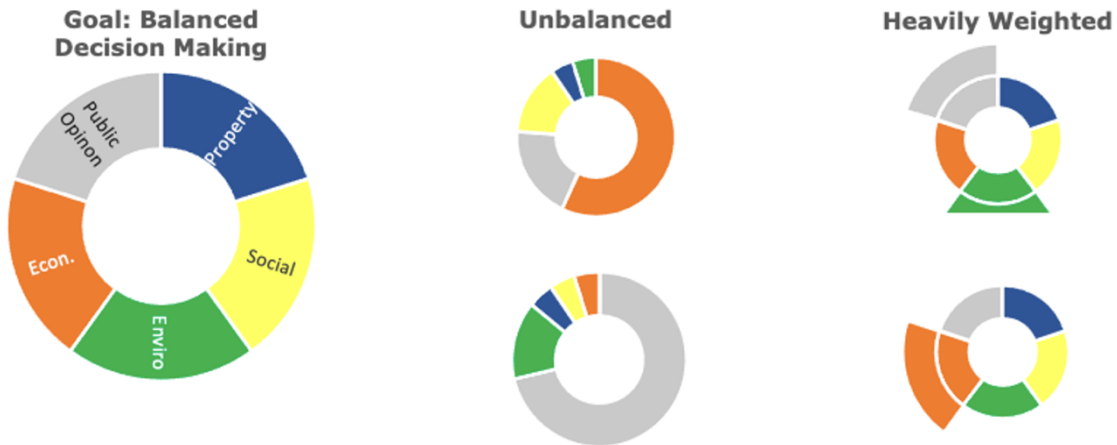
Appendix A

Registered Development Agreement: 549 O'Brien Street, Windsor

CHIEF ADMINISTRATIVE OFFICER REVIEW

I support the recommendation.

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: 549 O’Brien Street, Windsor



West Hants

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this 02 day of Feb. , 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 -

METRO PREMIER PROPERTIES INC., a body corporate, with a head office at 424 Caldwell Road, Dartmouth, 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 O'Brien Street, PID 45055902, 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 and zoned partially General Commercial (GC) and partially Highway Commercial (HC) on the Zoning Map of the Land Use By-law with a portion of the lot in the Environmental Constraints overlay; and

WHEREAS the Owner has requested that the Municipality enter into a development agreement to permit two (2), four (4) storey, 56-unit apartment buildings including up to 10,000 sq ft of commercial space on the ground floor of one building on the Property (the “Development”); and

WHEREAS Policy 9.2.1 of the Municipal Planning Strategy and Section 6.1 (l) of the Land Use By-law enables Council to consider entering into a development agreement to allow mixed use development in the Commercial designation; and

WHEREAS the Council of the Municipality, at a meeting held on December 16, 2021 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 Schedules

The following attached schedules shall form part of this Agreement:

Schedule A - Legal Description

Schedule B – Site Plan

1.2 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;
 - (ii) residential development consisting of a maximum of 112 dwelling units;

- (iii) underground and surface parking for the uses within the buildings; and
- (iv) commercial uses located on the ground floor of Building "2" which shall be limited to:
 - (i) arts and craft studios including photography;
 - (ii) banks and financial institutions;
 - (iii) day care centres, licensed and non-licensed;
 - (iv) museums, art galleries and libraries;
 - (v) offices;
 - (vi) repair and rental establishments;
 - (vii) retail stores;
 - (viii) personal service shops;

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.

- (b) The total area devoted to commercial use on the Property shall not exceed 10,000 sq ft gross floor area.
- (c) No development permit shall be issued for a commercial use that involves the frequent shipping, loading or unloading of persons, animals or goods.
- (d) Prior to the construction of new buildings as shown on Schedule B attached hereto, all existing buildings shall be demolished, and the materials disposed of in accordance with the requirements established by qualified site professionals.

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 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 accordance with reports generated in Section 2.9, *Site Drainage*, and 2.11 (c), *Environmental Study*, of this agreement provided the side yards are not decreased.

2.3 Site Requirements

- (a) The multiple unit residential buildings shall conform to the following site requirements:

Minimum Front Yard	20 ft (6.1 m)
Minimum Rear Yard	20 ft (6.1 m)

Minimum Side Yard	20 ft (6.1 m)
Maximum Storey of Main Building	4 storeys
Maximum Building Height	45 feet
Maximum Height of Accessory Building	15 ft (4.57 m)

- (b) Accessory buildings are permitted in accordance with Section 5.1 of the Land Use By-law, *Accessory Buildings and Structures*.

2.4 Access and Egress

- (a) The vehicular entrance and exit for the Property shall be in general conformance with the entrance and exit shown on Schedule B.
- (b) The vehicular entrance and exit shall be clearly demarcated and paved.
- (c) A 5 ft (1.6 m) wide sidewalk, constructed of concrete, asphalt, brick or other hard surface paver, shall be provided from O'Brien Street to the building entrances.

2.5 Parking

- (a) The Owner shall provide a minimum of one (1) parking space per dwelling unit on the Property and a minimum of one (1) parking space for every 300 sq ft gross floor area dedicated to commercial uses on the Property.
- (b) Parking may be provided either underground within the buildings or outside at grade.
- (c) Each parking space shall be a minimum of 9 by 20 feet (2.7 m by 6.1 m) exclusive of driveways and manoeuvring aisles.
- (d) Parking aisles shall be a minimum of 20 feet (6.1 m) wide.
- (e) Parking spaces and aisles shall be constructed of concrete, asphalt, brick or other hard surface paver.
- (f) The number, location and arrangement of parking spaces, aisles and driveways may be varied by the Development Officer.

2.6 Recreational Space

A minimum of 20,000 sq ft of private recreational space shall be provided on the Property and may include:

- (a) individual balconies; and
- (b) common use landscaped areas in accordance with the Site Plan attached as Schedule B.

2.7 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 minimize light spilling, glare or light cast over neighbouring properties or the street.

2.8 Maintenance

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.

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 not have a negative impact on downstream properties.
- (b) 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 Site Remediation

No development permit shall be issued until the Owner provides to the Development Officer copies of the Remedial Action Plan and the Certificate of Compliance which have been prepared by a qualified site professional and confirmation that these documents have been accepted by Nova Scotia Environment in accordance with the "Guidelines for Management of Contaminated Sites in Nova Scotia".

2.11 Servicing

(a) Waste Collection

- (i) The Owner shall make provision for private waste collection for the Property.
- (ii) The Owner shall keep any outdoor storage of garbage in an enclosed structure or in some way adequately screened so as not to be visible from nearby properties and abutting roads and it shall not be located closer than 10 ft (3.05 m) from an abutting property.

(b) Water and Sewer Services

The development must connect to Municipal water and sewer service. 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.

(c) Environmental Study

If any portion of the main buildings shown on Schedule B of this Agreement 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.

2.12 Fire Safety

- (a) No development permit shall be issued until the location and connection design of the 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 fire lanes 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 by the Fire Chief.

2.13 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;
- (ii) number of parking spaces required; and
- (iii) floor area occupied by a home-based business.

2.14 Phasing

- (a) In the event that the Owner chooses to build one building at a time, the following infrastructure required for that building:
 - (i) construction of the paved driveway access from O'Brien Street to the building including the circular driveway as shown on Schedule B;
 - (ii) construction of the sidewalk from O'Brien Street to the entrance of the building;

- (iii) construction of the parking lot, including paving, to the extent necessary to provide spaces as required by this Agreement for the residential and commercial uses of the building.
- (b) Where the construction of the second building has not commenced within twelve (12) months of the completion of the first building, the area shown on Schedule B covered by the building that has not been constructed shall be graded and landscaped; this may include, grass, shrubs, trees or other appropriate vegetative cover.
- (c) Construction of the first building and all relevant infrastructure and landscaping as outlined in Section 2.14 (a) of this Agreement shall be completed within three (3) years of the commencement of development outlined in Section 4.1 of this Agreement.
- (d) Construction of the second building shall be completed within six (6) years of the commencement of development outlined in Section 4.1 of this Agreement.

2.15 Outdoor Storage

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

PART 3 CHANGES AND DISCHARGE

- 3.1** The Owner shall not vary or change the use of the Property from that provided for in Section 2.1 of this Agreement, *Use*, unless a new agreement is entered into with the Municipality or this Agreement is amended.
- 3.2** Any matters in this Agreement which are not specified in Subsection 3.3 below are not substantive matters and may be changed with the written consent of Council without a public hearing provided that Council determines that the changes do not significantly alter the intended effect of these aspects of this Agreement.
- 3.3** The following matters are substantive matters:
 - (a) the uses permitted on the Property as listed in Section 2.1, *Use*;
 - (b) 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*;
 - (c) the requirements for the Remedial Action Plan and the Certificate of Compliance to be submitted prior to a development permit being issued as listed in Section 2.10, *Site Remediation*;
 - (d) the fire safety requirements listed in Section 2.12, *Fire Safety*.
 - (e) the timelines for construction in Section 2.14, *Phasing*.

- 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 Property 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.
- (b) Development as provided in Part 2 of this Agreement shall commence not later than forty-eight (48) months from the date this Agreement is signed. If, in the opinion of the Development Officer, this time limit has not been met, this Agreement may be discharged at the option of the Municipality 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 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 424 Caldwell Rd., Dartmouth, NS, CA B2V 1A6, 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
In the presence of:

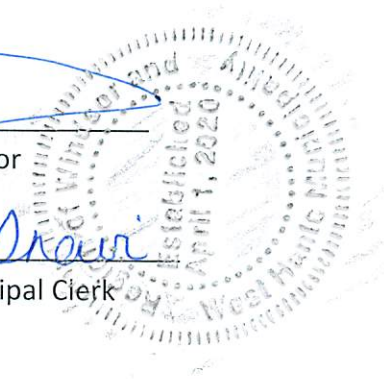
) WEST HANTS REGIONAL
) MUNICIPALITY

[Signature]
Witness

)
)
)
)
)
Per: *[Signature]*
Abraham Zebian, Mayor

[Signature]
Witness

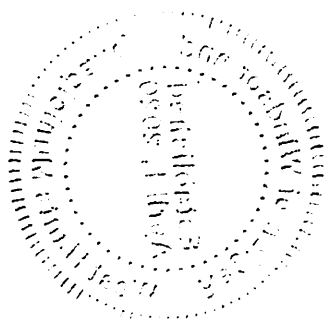
) Per: *[Signature]*
Deanna Snair, Municipal Clerk



) METRO PREMIER PROPERTIES INC.

[Signature]
Witness

)
)
)
)
Per: *[Signature]*
Clark Wilkins, President



PROVINCE OF NOVA SCOTIA
COUNTY OF HANTS

ON THIS 2nd day of February, A.D. 2022, before me, the subscriber, personally came and appeared Pam 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 h 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 18 day of January, 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, **Clark Wilkins**, one of the parties thereto, signed, sealed and delivered the same 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

**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).

Sworn before me at Windsor, Nova Scotia,
this February 2, 2022.

Rhonda Brown
A BARRISTER/COMMISSIONER OF THE
SUPREME COURT OF NOVA SCOTIA

Print name/affix seal

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

Deanna Snair
Deanna Snair, Clerk

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

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

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


Canada
Province of Nova Scotia

AFFIDAVIT & PROOF OF EXECUTION (CORPORATE)

I, Clark Wilkins, Nova Scotia, make oath and say that:

1. I am Clark Wilkins of METRO PREMIER PROPERTIES 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 January 18, 2022 the Deponent came before me, made oath, and swore the foregoing affidavit at Windsor, Nova Scotia.


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

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


CLARK WILKINS, President

Schedule A
Legal Description – PID 45055902

Registration County: HANTS COUNTY

Street/Place Name: O'BRIEN STREET /WINDSOR

Title of Plan: PLAN OF SURVEY SHOWING A CONSOLIDATION OF LOT X & LOT 2S, LANDS OF 3165433 NOVA SCOTIA LTD TO FORM LOT X-2S, O'BRIEN ST, WINDSOR

Designation of Parcel on Plan: LOT X-2S

Registration Number of Plan: 94138949

Registration Date of Plan: 2009-08-27 13:25:19

SAVING AND EXCEPTING Parcel S as shown on registered plan no. 119998988 recorded in the Land Registration Office for Hants County.

AND ALSO Parcel M as shown on registered plan no. 119998988 recorded in the Land Registration Office for Hants County.

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

Compliance:

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

Registration District: HANTS COUNTY

Registration Year: 2022

Plan or Document Number: 119998988

The MGA compliance statement has been applied by SNSMR during the processing of Land Registration Plan.

Schedule B
Site Plan

