

To: **Antigonish County Planning Advisory Committee
Antigonish County Council**

From: **Planning Staff (EDPC)**

Date: **October 6, 2025**

Reference: **File No. AT-DA2025-007 Application to enter into a Development Agreement for Grouped Quadplexes on a Single Lot which will be registered against four new parcels from PID 10132611, Antigonish Landing, Antigonish County; and
Application to enter into a Development Agreements for Grouped Dwellings on a Single Lot (to be Consolidated) for PID 10137099, 10137115 and 10137131 Antigonish Landing, Antigonish County.**

Recommendation:

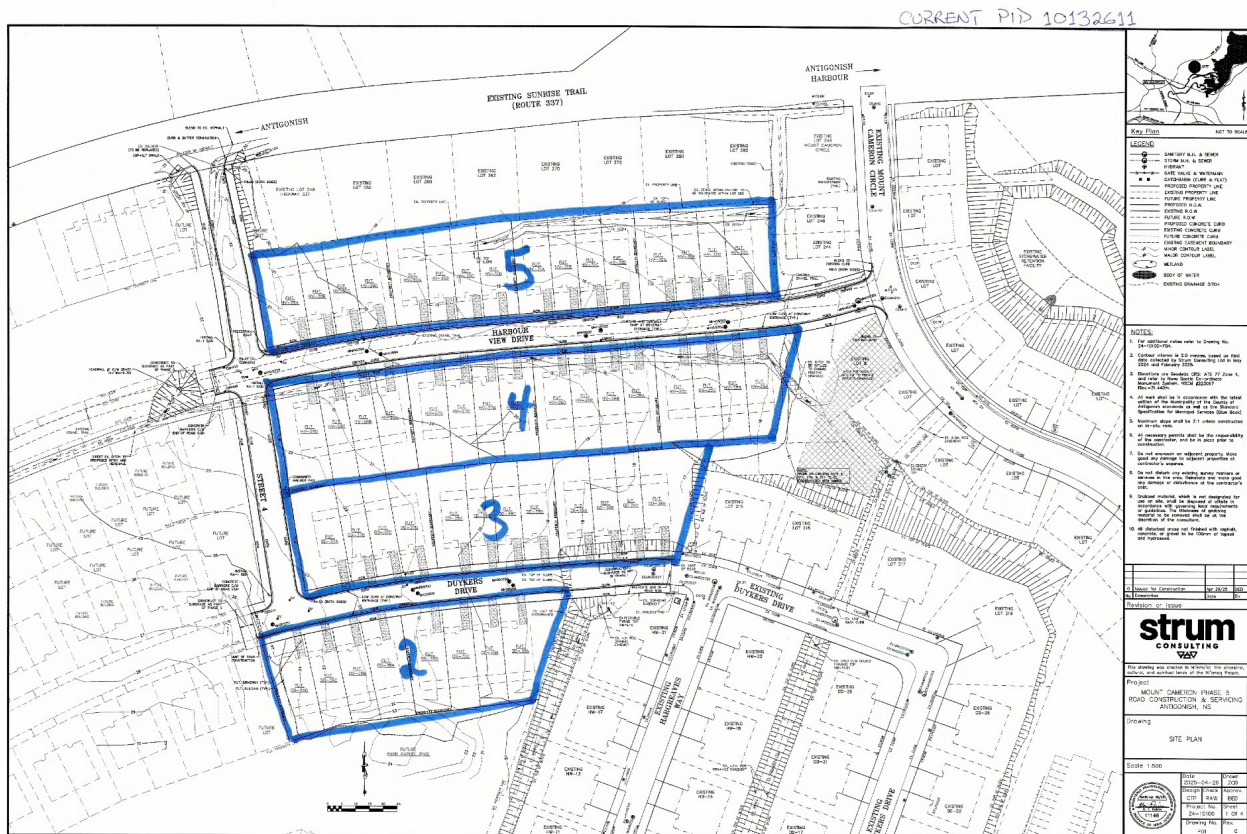
Staff recommend that the Antigonish County Planning Advisory Committee forward the following recommendations

1. That Municipal Council enter into a Development Agreement permitting Grouped Quadplexes on four (4) Single Lots to be Subdivided Out on PID 10132611 as shown on the subdivision plan in Appendix C of the proposed Development Agreement, specifically as follows:
 - a. Proposed subdivided lot shown as "PID 2" where eight (8) dwelling units constructed as two (2) quadplexes will be permitted on the single lot; and
 - b. Proposed subdivided lot shown as "PID 3" where twelve (12) dwelling units constructed as three (3) quadplexes will be permitted on the single lot; and
 - c. Proposed subdivided lot shown as "PID 4" where sixteen (16) dwelling units constructed as four (4) quadplexes will be permitted on the single lot; and

Description	
Designation:	Residential
Current Zoning:	Residential (R-1) Residential Multi-Unit (R-2)
Request:	Development Agreement
Property ID:	A) 10132611 (R-1 / R-2) B) 10137099 (R-2) C) 10137115 (R-2) D) 10137131 (R-1)
Lot Area:	A) 11.06 Hectares B) 1740.90 Square Meters C) 1562.90 Square Meters D) 978.50 Square Meters
Site Visit:	August 22 nd 2025

- d. Proposed subdivided lot shown as “PID 5” where sixteen (16) dwelling units constructed as four (4) quadplexes will be permitted on the single lot; and
2. That Municipal Council enter into a Development Agreements for Grouped Dwellings on a Single Lot (to be Consolidated) for PID #10137099, PID #10137115 and PID #10137131 Antigonish Landing, Antigonish County; and
3. That Municipal Council give First Reading and schedule a Public Hearing.

Background Information:



On July 21st, 2025, the Eastern District Planning Commission (EDPC) received four (4) separate Development Agreement applications (comprised of an application form, letter and survey plan or equivalent for each application package) from Stewart Hargreaves on behalf of S. F. Smith Retirement Living Inc. requesting Development Agreements be negotiated for portions of PID 10132611, Antigonish Landing to permit numerous grouped dwellings on several proposed lots (to be subdivided out upon approval of the Development Agreements) for funding purposes. At the time of the above submissions, a Development Agreement application was also received for Grouped Dwellings on a Single Lot (to be Consolidated) from PID 10137099, PID 10137115 and PID 10137131 Antigonish Landing, Antigonish County for funding purposes. An e-transfer for the advertising deposits was received by Staff on July 16th, 2025.

Currently PID 10132611 is dual zoned as Residential (R-1) and Residential Multi-Unit (R-2) under the West River Antigonish Harbour Plan Area in the Municipality of Antigonish County. The proposed Development Agreements will only cover the portion of PID 10132611 zoned as Residential Multi-Unit (R-2). PID #10137099 and PID #10137115 are zoned Residential Multi-Unit (R-2) as well while PID #10137131 is zoned as Residential (R-1).

While grouped dwellings are not permitted directly under this zoning, the West River Antigonish Harbour Land Use By-law permits “multiple unit residential uses with six (6) or more dwelling units Policy L-2.12” by development agreement under Part 5.1 (d), West River Antigonish Harbour Land Use Bylaws [LUB] and Municipal Planning Strategy [MPS].

Part 5.1 of the Land Use By-Law states: “The following developments shall be permitted only by development agreement, in accordance with the Municipal Government Act and the Municipal Planning Strategy: (d) multiple unit residential uses with six (6) or more dwelling units...”

This portion of PID 10132611 that is zoned as Residential Multi-Unit (R-2) came out of a rezoning application (AT-RZ2024-004) made by S. F. Smith Retirement Living on August 29, 2024. The rezoning was approved by Municipal Council on November 25, 2024, and came into effect on December 12, 2025. Subsequently, PID #10137099 and PID #10137115 were zoned to the Residential Multi-Unit (R-2) Zone via a rezoning application (AT-RZ2025-001) made by S. F. Smith Retirement Living on December 13, 2024, and came into effect March 14, 2025.

Site Visit:

The larger subject property, PID 10132611, is an 11.06 Hectare lot with accesses/frontages along Harbour View Drive, Highway 337, MacPherson Street, Duykers Drive (Figure 1). The Development Agreements and proposed developments only focus on the portion of PID 10132611 that is zoned as Residential Multi-Unit (R-2), for these reasons only that portion of PID 10132611 was examined during the Site Visit.

The portion of PID 10132611 that is zoned as Residential Multi-Unit (R-2) and will be

covered by the Development Agreement was cleared and undergoing site preparation at the time of the Site Visit. Road construction and other important infrastructure was being laid as seen in Figure 2. Fill is located on site for further site preparation. Geographically the subject portion of

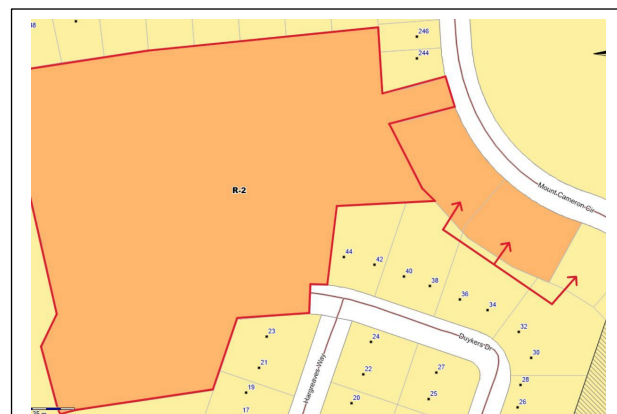


Figure 1.

Context Map showing affected portion of PID 10132611, and PID 10137099, PID 10137115, PID 10137131 which are proposed to be consolidated

land, currently notably slopes upward towards the east with gentler slopes, planned to be at a 3:1 ratio in the final design, along the other property lines.

PID #10137099, PID #10137115 and PID #10137131 all have frontage along Mount Cameron Circle. These properties have been cleared and are leveled except towards the rear of the properties which are sloped. Construction has commenced on each of the lots as of the time of the Site Visit. In Figure 3 you can see that the foundation was done for PID 10137099 while the framing for the Quadplex on PID 10137099 and the Duplex on PID 10137131 has already begun.

The properties north of the along the relevant portion of PID 10132611 are all privately owned and are zoned as Residential (R-1). All other properties are owned by S. F. Smith Retirement Living Inc. where every property except one is also zoned as Residential (R-1).

All adjacent properties are residential properties zoned as Residential (R-1). Due to Policy L-2.12 of the West River Antigonish Harbour Municipal Planning Strategy, the development must meet the Multiple Unit Residential (R-2) Zone requirements. The zoning requirements in the West River Antigonish Harbour Land Use By-Laws (LUB) for the Multiple Unit Residential (R-2) Zone state: *“14.6. A visual barrier comprised of shrubs or opaque fencing of no less than 1.5*



Figure 2. Photo of Site (Photo taken facing North)

metres (5 feet) high must be established and maintained in perpetuity along any R-2 boundary that abuts an existing residential use in either the Residential (R-1) or the Rural General (RG-1) Zone.” Therefore, the Developer is required to establish a visual barrier along these property lines, which will help buffer those properties from the development. In the Site Plan provided by the Developer, there are plans to establish an adequate vegetative buffer along the northern boundary of the Multiple Unit Residential (R-2) Zone and the Residential (R-1) Zone. There is no barrier along the south-eastern boundary of the Multiple Unit Residential (R-2) Zone and the Residential (R-1) Zone as all these Residential (R-1) properties are also owned by the Developer.

Staff are of the opinion that there will be minimal impact on neighboring properties due to the scale of the development and that the development is deemed to be compatible with the surrounding community.

Analysis:

Development agreements allow a municipality to review and consider a development proposal for certain uses that are not otherwise permitted by the Land Use By-law. A development

agreement is a legal contract that is negotiated between the Municipality and the applicant. The agreement is registered and runs with the title of the land. Subsequent owners of the property are bound by the terms of the development agreement.

Policy L-2.12 of the West River Antigonish Harbour Municipal Planning Strategy (MPS) sets out that: *“It shall be the policy of Council to consider approval of grouped dwellings and multiple-unit dwellings, townhouses, and converted dwellings within the Residential Designation*

according to the development agreement provisions of the Municipal Government Act” therefore this proposal is being considered by way of a development agreement approval process.

The Developer, as per section “2.5 Cost, Expenses, Liabilities, and Obligations” of the Development agreement, is liable and obligated to meet all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Property. This includes the fire protection requirements of the Municipality and the National Building Code. These requirements shall be met prior to the issuance of a building permit.

Policy L-2.12 and Policy I-1.12 (West River Antigonish Harbour MPS) set out criteria to which Council shall have regard for in its consideration of a development agreement. Please refer to Appendix A for a summary of Policy L-2.12 and Policy I-1.12.

Parts of the Policy for a Planning Application require comment from other departments and jurisdictions. Since the portion of PID 10132611 that is currently zoned as Residential Multi-Unit (R-2) came out of a previously approved Rezoning Application (AT-RZ2024-004) for the same proposed development recently (last year or 2024), requests for comment were not sent out again. The Staff Report for AT-RZ2024-004, dated September 03, 2025 states: *“The development proposal is not deemed to be premature based on a number of criteria. With respect to the financial capabilities of the Municipality to absorb any cost related to the development none have been identified which would be the responsibility of the County apart from those which would be typical in taking over a public road. Nevertheless, the Municipality has the financial capabilities to absorb any municipal costs associated with the development.”*

This satisfies Policy I-1.12 (b) i) the financial capability of the Municipality to absorb any costs relating to the development.

The portion of PID 10132611 that the proposed Development Agreements will apply to will be



Figure 3. PID 10137099 Quadplex Foundation with PID 10137099 and PID 10137131 Framed Buildings in the background

accessed via “Duykers Drive” which is a municipally owned road and connects to other municipally owned roads. However, both points of access and egress to the area connect to Highway 337 which is a provincially owned road.

As per the Staff Report for AT-RZ2024-004, dated September 03, 2025, Policy I.1.12 (b) iv), the “adequacy of road networks adjacent to, or leading to the development”, is satisfied: “Planning staff observed the road network to be adequate and that the incremental increase in density will not create any major traffic problems. As noted earlier, the proposed development has a minimal impact on density. Phase one, for example, will take four lots which would permit four two-unit dwellings and then combine them so that they can build two four-unit buildings with no impact on overall density.”

Policy I.1.12 (b) ii) refers to the adequacy of sewer and water services to support the proposed development. Staff obtained positive comment on August 27, 2024, from the Antigonish County Department of Public Works, therefore the proposals comply with Policy I.1.12 (b) ii).

Regarding Policy I-1.12 (b) iii) the adequacy and proximity of school, recreation and other community facilities, the adequacy and proximity of school(s), the area and proposal does appear to provide ample recreation opportunities. The build out of Mount Cameron through the Antigonish County Subdivision By-law has provided park/recreation space under the ownership of the Municipality through the Parkland Transfer provisions. The proposed development will have sidewalks, and the roads connects to a larger neighbourhood network for walking, including trails in the Antigonish Wildlife Management area along the Rights River that go into the Town.

Enrollment in the Strait Regional School Board has been consistent over the last decade at around 6,240 students. In 2024, enrollment in the school district was 6,269 students, which is approximately 100 students less than peak enrollment in 2018/19. No schools in the region exceed the Provincial “Class Cap Guidelines” regardless that classes may exceed defined caps due to school capacity or as a result of exceptional circumstances. This development should have minimal impact on the capacity of local schools. Staff believe that residents will have access to ample recreation opportunities nearby and will not strain capacities of local schools thus meeting Policy I-1.12 (b) iii. Policy I-2.12 (e), whether there is adequate amenity space suitable in extent and design to the nature of the development, is also satisfied for the reasons listed in this paragraph.

Policy I-1.12 (b) v references the potential for the contamination of watercourses or the creation of erosion and sedimentation. The proposed development is several lots away from the closest water body, Rights River. The Developer will also be required to follow the Erosion and Sedimentation Control section of the Development Agreement. In accordance with Policy I.1.12 (d) An erosion and sedimentation control plan prepared by a qualified individual or company and (e) A storm water management plan prepared by a qualified individual or company, there are provisions within the Development Agreement requiring these plans before a Development

Permit can be granted. For these reasons the proposal complies with Policy I-1.12 (b) v.

Policy I.1.12 (c) Whether the development has potential for damage to or destruction of historical buildings and sites, is not applicable to this development. Since the proposal complies with all of Policy I.1.12, the proposal also meets Policy L-2.12 (f), whether the proposal is consistent with the criteria for development agreements found in Policy I-1.12.

Policy L-2.12 states Council shall have regard to (a) whether the proposal meets R-2 zone requirements; (c) whether consideration has been given to building design and the provision of barriers, berms, fences and/or landscaping as part of the residential development to minimize the effects on adjacent land uses; and (d) whether the parking area proposed on the site is of a sufficient size to satisfy the needs of the particular development, is well designed, and is properly related to any buildings, landscaped areas and adjacent public streets.

The proposal mostly meets the R-2 zone requirements, with minor deviations permitted through the negotiation of a Development Agreements and explained with appropriate rationale. This includes the policy requiring landscaping or a visual barrier that is a minimum of 1.5m (5ft) high between the development and abutting existing residential uses zoned as Residential (R-1) Zone. This policy is followed Multiple Unit Residential (R-2) Zone and the Residential (R-1) Zone boundaries where the Residential (R-1) properties are under private ownership, but is not being required for Multiple Unit Residential (R-2) Zone and the Residential (R-1) Zone boundaries where all Residential (R-1) properties are also owned by the Developer.

Under the R-2 Zone requirements, amenity space at the rate of 80 square feet or 7.4 square metres per unit must be provided. This Development Agreement is part of a large development by S.F. Smith Retirement Living Inc. located in Mount Cameron. The larger development provides park/recreation space under the ownership of the Municipality through the Parkland Transfer provisions through the Antigonish County Subdivision By-law. The proposed development will have sidewalk, and the roads connects to a larger neighbourhood network for walking, including trails in the Antigonish Wildlife Management area along the Rights River that flows into the Town. For these reasons, Staff feel that the amenity space requirements of the R-2 Zone is met.

The proposal also meets the Land Use By-law for the required number of parking spaces, which is 1.5 spaces for every dwelling unit. This parking will be provided through a combination of an attached one-vehicle garage and room for a second vehicle in the driveway (shown on the Site Plan). Staff note that the building and site design were done by the Developer in conjunction with qualified specialized organizations and individuals. As evidenced above, Staff believe this constitutes considerate and well though building/site design which satisfies Policy L-2.12 (a), (c) and (d).

Policy L-2.12 refers to (b) whether the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses. Immediately abutting properties are either single detached dwellings or townhouse style duplexes. The Residential (R-1) Zone permits a maximum of two-

unit dwellings on a lot. Quadplexes, which are only two more additional units, are a gentle increase in density, especially when you consider other three (3) unit townhouse developments within the community, such as along Eagle Court and Osprey Lane. Also in the area, is The Maples Assisted Living Seniors building which is roughly 4 stories and another 4-story apartment building. Contextually, the area surrounding the proposed Development is mostly seniors living in mixed housing developments owned by the Developer. This development just provides more variety in terms of housing. The West River Antigonish Harbour Municipal Planning Strategy supports providing a variety of housing needs. The proposal, for the above reasons, fulfills Policy L-2.12 (b).

Statements of Provincial Interest:

The purpose of the Statements of Provincial Interest (SPI) is to protect the common public interest and encourage sustainable development in municipalities. The SPI are policy statements adopted by the provincial government under the powers of the Municipal Government Act (MGA s.193). They are set out in Schedule “B” of the MGA and came into effect on April 1, 1999. Legislation requires that municipal planning documents are “reasonably consistent” with the SPI. As such, the following comments are offered with respect to consistency of the proposal with the SPI:

1. Drinking Water: The proposed development does not impact on the provision of drinking water. The property is not located within a well field or an area covered by a Source Water Protection Plan.
2. Flood Risk Areas: Not in an identified flood risk area.
3. Agricultural Land: Not considered agricultural land or impacting agricultural lands.
4. Infrastructure: Builds upon an existing municipal water and sewer network.
5. Housing: This proposed development would provide significant additional housing. There are no residential units removed as a result of this proposal.

The proposed development is reasonably consistent with the SPI.

Conclusion:

Analysis of the site and proposal completed through a review of relevant policies of the Municipal Planning Strategy indicate that the proposed draft development agreements are in keeping with the intent of policy as set by the Municipality of Antigonish County for the West River Antigonish Harbour Plan Area. After consideration, the Eastern District Planning Commission staff are advising that the Municipality enter into the proposed Development Agreements attached to this staff report between S. F. Smith Retirement Living Inc and the Municipality of Antigonish County with respect to the construction of quadplexes grouped on single lots to be subdivided out after Development Agreement Approval on PID 10132611, Antigonish Landing, Antigonish County; and grouped dwellings on a single lot to be consolidated from PIDs 10137099, 10137115 and 10137131 Antigonish Landing, Antigonish County.

Proposed Motions for the Planning Advisory Committee:

If supported by the Planning Advisory Committee, the motion could be as follows:

1. That Municipal Council enter into a Development Agreement permitting Grouped Quadplexes on four (4) Single Lots to be Subdivided Out on PID 10132611 as shown on the subdivision plan in Appendix C of the proposed Development Agreement, specifically as follows:
 - a. Proposed subdivided lot shown as “PID 2” where eight (8) dwelling units constructed as two (2) quadplexes will be permitted on the single lot; and
 - b. Proposed subdivided lot shown as “PID 3” where twelve (12) dwelling units constructed as three (3) quadplexes will be permitted on the single lot; and
 - c. Proposed subdivided lot shown as “PID 4” where sixteen (16) dwelling units constructed as four (4) quadplexes will be permitted on the single lot; and
 - d. Proposed subdivided lot shown as “PID 5” where sixteen (16) dwelling units constructed as four (4) quadplexes will be permitted on the single lot; and
2. That Municipal Council enter into a Development Agreements for Grouped Dwellings on a Single Lot (to be Consolidated) for PID #10137099, PID #10137115 and PID #10137131 Antigonish Landing, Antigonish County; and
3. That Municipal Council give First Reading and schedule a Public Hearing.

Appendices:

Appendix A:	Summary of Policies
Appendix B:	Proposed New Development Agreement (PID 1)
Appendix C:	Proposed New Development Agreement (PID 2 to PID 5)

Appendix A: Summary of Policies

Policy L-2.12 It shall be the policy of Council to consider approval of grouped dwellings and multiple unit dwellings, townhouses, and converted dwellings within the Residential Designation according to the development agreement provisions of the Municipal Government Act. In considering such an agreement, Council shall have regard to the following:	
(a) whether the proposal meets R-2 zone requirements;	Complies – See Staff Report
(b) whether the height, bulk, lot coverage and appearance of any building is compatible with adjacent land uses;	Complies – See Staff Report
(c) whether consideration has been given to building design and the provision of barriers, berms, fences and/or landscaping as part of the residential development to minimize the effects on adjacent land uses;	Complies – See Staff Report
(d) whether the parking area proposed on the site is of a sufficient size to satisfy the needs of the particular development, is well designed, and is properly related to any buildings, landscaped areas and adjacent public streets;	Complies – See Staff Report
(e) whether there is adequate on-site amenity space, suitable in extent and design to the nature of the development; and	Complies – See Staff Report
(f) whether the proposal is consistent with the criteria for development agreements, found in Policy I-1.12.	Complies – See Table Below

Policy I.1.12	
... In considering Development Agreements (DA), in addition to all other criteria as set out in various policies of this planning strategy, Council shall have regard to the following matters:	
(a) Whether the proposal is in conformance with the intent of this Strategy and with the requirements of all other applicable municipal by-laws and regulations;	Complies – See Staff Report
(b) Whether the proposal is premature or inappropriate by reason of:	
i) the financial capability of the Municipality to absorb any costs relating to the development;	Complies – See Staff Report
ii) the adequacy of sewer and water services to support the proposed development;	Complies – See Staff Report
iii) the adequacy and proximity of school, recreation and other community facilities;	Complies – See Staff Report
iv) adequacy of road networks adjacent to, or leading to the development;	Complies – See Staff Report
v) the potential for the contamination of watercourses or the creation of erosion and sedimentation; and	Complies – See Staff Report
(c) Whether the development has potential for damage to or destruction of historical buildings and sites.	N/A
(d) An erosion and sedimentation control plan prepared by a qualified individual or company;	Complies – See Staff Report Provisions in DA
(e) A storm water management plan prepared by a qualified individual or company.	Complies – See Staff Report Provisions in DA

DA: Development Agreement

LUB : Central Antigonish Plan Area Land Use By-law

Appendix B: Amending Pages

Amending the West River Antigonish Harbour Plan Area Land Use By-law

WHEREAS Section 210 of the Municipal Government Act provides that a Municipality may make amendments to land use by-laws, the Council of the Municipality of the County of Antigonish enacts as follows:

The Land Use By-law for the Municipality of the County of Antigonish, for the **West River Antigonish Harbour Plan Area**, is hereby amended as follows: By approving a Development Agreement permitting Grouped Quadplexes on four (4) Single Lots to be Subdivided Out on PID 10132611 as shown on the subdivision plan in Appendix C of the Agreement, as follows:

- a. Proposed subdivided lot shown as “PID 2” where eight (8) dwelling units constructed as two (2) quadplexes will be permitted on the single lot; and
- b. Proposed subdivided lot shown as “PID 3” where twelve (12) dwelling units constructed as three (3) quadplexes will be permitted on the single lot; and
- c. Proposed subdivided lot shown as “PID 4” where sixteen (16) dwelling units constructed as four (4) quadplexes will be permitted on the single lot; and
- d. Proposed subdivided lot shown as “PID 5” where sixteen (16) dwelling units constructed as four (4) quadplexes will be permitted on the single lot;

READ a first time this
____ day of _____, 2025
(Min#2025-XXX).

READ a second time and passed this
____ day of _____, 2025
(Min#2025-XXX).

Nicholas MacInnis, Warden

Shirlyn Donovan, CAO

Notice of Approval Published (date) and (date)

THIS DEVELOPMENT AGREEMENT made this _____
day of _____ AD 2025, BETWEEN:

S. F. SMITH RETIREMENT LIVING INC., a body
corporate, with registered offices in Antigonish, the
Town of Antigonish, Province of Nova Scotia
(hereinafter called the “Developer”).

OF THE FIRST PART

-and-

MUNICIPALITY OF THE COUNTY OF ANTIGONISH, a
body corporate, in the County of Antigonish,
Province of Nova Scotia (hereinafter call the
“Municipality”).

OF THE SECOND PART

WHEREAS the Developer has good title to lands known as 10137099, 10137115 and 10137131
located on Mount Cameron Circle, Antigonish Landing in the Municipality of the County of
Antigonish, Nova Scotia, and which said lands (hereinafter called the “Property”) are more
particularly described in Schedule “A” of this Agreement; and

WHEREAS the Developer has requested permission to develop two (2) quadplexes and one (1)
duplex by Development Agreement on the Property (which shall be a consolidation of 10137099,
10137115 and 10137131;

WHEREAS the Property is situated within an area designated Residential on the Generalized
Future Land Use Map of the West River Antigonish Harbour Plan Area, specifically 10137131 as
the Residential (R-1) Zone and 10137099 and 10137115 as Residential Multi-Unit (R-2) Zone on
the West River Antigonish Harbour Land Use By-law Zoning Map; and

WHEREAS Policy L-2.12 and I-1.11 (c) of the West River Antigonish Harbour Municipal Planning
Strategy and Part 5.2.d. of the West River Antigonish Harbour Land Use By-law provide that the
proposed use may be developed only if authorized by development agreement; and

WHEREAS the Developer has requested that the Municipality of the County of Antigonish enter
into this development agreement pursuant to Section 255 of the Municipal Government Act so
that the Developer may develop and use the Property in the manner specified;

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Developer to
the Municipality (the receipt of which is hereby acknowledged) the request to change the use of
the Property is agreed upon by the Developer and the Municipality subject to the following:

PART 1: DEFINITIONS

1.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the *West River*

Antigonish Harbour Land Use By-law of the Municipality of the County of Antigonish, as amended from time to time. If a term is not defined in this document, its customary meaning shall apply.

1.2 Definitions Specific to this Agreement

Notwithstanding Section 1.1, the following words used in this Agreement shall be defined as follows:

Amenity Space shall refer to indoor or outdoor spaces designed for passive or active recreational activity for shared or communal use of the residents of the proposed residential buildings. Such space may include but is not limited to; balconies, patios, community gardens, lobbies, restaurants, fitness areas, game rooms, social or communal areas and other similar features, but does not include indoor laundry or locker facilities, hallways or stairwells.

PART 2: GENERAL REQUIREMENTS

2.1 Applicability of Agreement

2.2.1 The Developer agrees that the area of the Property shown on Schedule B and identified as encompassing two (2) quadplexes and one (1) duplex, shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

2.2 Applicability of the Land Use By-law

Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the West River Antigonish Harbour Land Use By-law of the Municipality of the County of Antigonish and the Land Use By-law for the Municipality of the County of Antigonish (Concerning the Regulation of Wind Turbine Development).

2.3 Applicability of Other By-laws, Statutes, and Regulations

2.3.1 Subject to the provisions of this Agreement, the Developer shall be bound by all By-laws and regulations of the Municipality as well as by any applicable statutes and regulations of the Province of Nova Scotia and the Government of Canada;

2.3.2 Further to Subsection 2.3.1, the Developer shall receive any necessary approvals from the Municipal Department of Public Works with respect to access to the site prior to any development or building permits being issued;

2.4 Conflict

2.4.1 Where the provisions of this Agreement conflict with those of any other applicable Municipal by-law (other than the Subdivision or Land Use By-law to the extent varied by this Agreement), or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

2.4.2 Where the written text of this Agreement conflict with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

,

2.5.1 The Developer shall be responsible for all cost, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Property.

2.5.2 The Developer shall be responsible for all cost, expenses, liabilities, and obligations necessary to meet the fire protection requirements of the National Building Code.

2.6 Provisions Severable

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.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms to this agreement and the following Schedules attached to this Agreement.

Schedule A: Parcel Description

Schedule B: Consolidation Plan

Schedule C: Site Plan

3.2 Future Subdivision or Consolidation of Land

3.2.1 Specifically, the lands known as 10137099, 10137115 and 10137131 may be consolidated into one lot to which this Development Agreement will apply to.

3.2.2 Except for Subsection 3.2.1, no alterations to the Property are permitted without a substantive amendment to this Agreement or the discharge of this Agreement.

3.3 Requirements Prior to Approval

3.3.1 No development permit shall be granted for the development unless:

- a) The Developer has provided proof that all requirements of Schedule(s) C and D were complied with, except for modifications authorized in Subsections 3.4.6;
- b) Detailed signage and lighting plans as per Section 3.5 are submitted;
- c) Erosion and sedimentation control measures as per Section 4.2 were implemented; and
- d) A copy of the 'Storm Water Management Plan' prepared by a qualified professional as per Section 4.3.1 is submitted.

3.3.2 The Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless Building and Occupancy Permits have been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law

(except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.4 General Description of Land Use

- 3.4.1 The use of the consolidated lot comprised of PID #10137099, PID #10137115 and PID #10137131 permitted by this Agreement shall be grouped dwellings.
- 3.4.2 The number of quadplexes on the property in the area identified in subsection 2.2.1 shall not exceed two (2).
- 3.4.3 The number of duplexes on the property in the area identified in subsection 2.2.1 shall not exceed one (1).
- 3.4.4 The residential buildings shall not exceed 10.7 meters (35 feet) in height.
- 3.4.5 The minimum setbacks from the multi-unit multi-storey apartment building to the property lines are as follows:
- | | |
|-----------------------|-----------------|
| Front Yard Setback | 7.6 m (25 ft) |
| Flankage Yard Setback | 5.0 m (16.4 ft) |
| Side Yard Setback | 3.0 m (10 ft) |
| Rear Yard Setback | 7.6 m (25ft) |
- 3.4.6 The location of buildings and driveways shall be governed by Schedule C. Minor alterations to driveways that do not result in traffic circulation outside of the area subject to the development agreement shall be accepted by the Development Officer and do not require an amendment to this Agreement.

3.5 Commercial Site Lighting, Signage, Storage, Landscaping

- 3.5.1 Lighting, signage and storage shall adhere to the requirements of the West River Antigonish Harbour Land Use By-law of the Municipality of the County of Antigonish.
- 3.5.2 The Developer shall include lighting details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.
- 3.5.3 The Developer shall provide signage details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.
- 3.5.5 The Developer shall add vegetation, shrubs and trees in accordance with the submitted Site Plan attached as Schedule C.

3.6 Maintenance

- 3.6.1 The Developer shall maintain and keep in good repair all portions of the development on the Property, including but not limited to, the exterior of the building, fencing, walkways,

recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal, snow and ice control, and the salting of walkways and driveways.

3.7 Hours of Operation

Hours of operation shall be 24 hours a day, seven days a week.

PART 4: STREETS, MUNICIPAL SERVICES, AND ENVIRONMENTAL PROTECTION

4.2 Off-Site Disturbance

4.2.1 Any disturbance to existing off-site infrastructure resulting from the development, including but not limited to streets, sidewalks, curbs and gutters, street trees, landscaped areas, and utilities shall be the responsibility of the Developer, and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Officer, in consultation with the Municipal Engineer.

4.3 Erosion and Sedimentation Control

- 4.3.1 An Erosion and Sedimentation Control plan designed for the development by a professional engineer must be prepared before and implemented during construction;
- (a) exposed soils must be stabilized by such measures as covering soil stockpiles with hay/straw, and;
 - (b) any water pumped or drained from the excavation must have a Suspended Solid (SS) concentration below 25 mg/l (ppm) before it crosses a lot line.
- 4.3.2 During the commencement of on-site works, the Developer shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment.

4.4 Storm Water Management

- 4.4.1 The Developer shall prepare a 'Storm Water Management Plan' that is prepared by an adequately qualified professional
- 4.4.2 All private storm water facilities shall be maintained in good order to maintain full storage capacity by the owner of the lot on which they are situated.
- 4.4.3 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of storm water.

PART 5: AMENDMENTS

5.1 Non-Substantive Amendments

- 5.1.1 The following item is considered by both parties to be non-substantive and may be amended by resolution of Council:
- a) The granting of an extension to the date of commencement or completion of

construction as identified in Section 6.3 of this Agreement;

5.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

5.3 Discharge

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

PART 6: REGISTRATION, EFFECT OF CONVEYANCES, AND DISCHARGE

6.1 Registration

A copy of this Agreement and every amendment or discharge of this Agreement shall be recorded at the Registry of Deeds or Land Registry Office.

6.2 Subsequent Owners

6.2.1 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Property that is the subject of this Agreement until this Agreement is discharged by Council.

6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

6.3 Commencement of Development

6.3.1 This agreement or portions of it may be discharged at the discretion of the Municipality with or without the concurrence of the property owner if construction has not commenced within two (2) years and/or construction has not been completed within five (5) years of the registration of the agreement.

6.3.2 For the purpose of this section, Council may consider granting an extension of the commencement or completion of development time period through a resolution under Section 5.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

6.4 Completion of Development

This agreement may be discharged at the discretion of the Municipality upon the completion of the project and the satisfactory fulfillment of the terms of the Agreement.

PART 7: COMPLIANCE AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Property during all reasonable hours without

obtaining consent of the Developer.

7.2 Failure to Comply

If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunction relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
- b) The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a break of the Agreement, whereupon all reasonable expenses, whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act; or,
- c) The Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Property shall conform with the provisions of the Land Use By-law.

7.3 Municipal Responsibility

The Municipality does not make any representation to the Developer about the suitability of the Property for the development proposed by this Agreement. The Developer assumes all risks and must ensure that any proposed development complies with this Agreement and all other laws pertaining to the development.

7.4 Warranties by the Developer

The Developer warrants as follows:

- a) The Developer has good title in fee simple to the Property or good beneficial title subject to normal financing encumbrance or is the sole holder of a Registered Interest in the Property. No other entity has an interest in the Property which would require their signature on this Agreement to validly bind the Property or Developer has obtained the approval of every other entity which has an interest in the Property whose authorization is required for the Developers to sign the Agreement to validly bind the Property.
- b) The Developer has taken all steps necessary to, and it has full authority to, enter the Agreement.

7.5 Onus for Compliance on Developer

Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in the Agreement shall not be deemed a waiver of any subsequent

breach or default in the conditions or requirement contained in this Agreement.

7.6 Costs

The Developer is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable, and all costs of advertising for and recording any amendments.

7.7 Full Agreement

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

7.8 Interpretation

- 7.8.1 Where context requires, the singular shall include the plural, and the use of words in one gender shall include the masculine, feminine, and neutral genders as circumstances warrant;
- 7.8.2 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.
- 7.8.3 References to particular sections of statutes and by-laws shall be deemed to the references to any successor legislation and by-laws even if the content has been amended, unless the context otherwise requires.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the Parties hereto, their respective agents, successors, and assigns.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this day of 2025.

SIGNED, SEALED and DELIVERED

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

in the presence of:

WARDEN

CHIEF ADMINISTRATIVE OFFICER

SIGNED, SEALED and DELIVERED

DEVELOPER:

in the presence of:

STEPHEN F. SMITH

DIRECTOR, S. F. SMITH RETIREMENT LIVING INC.

SCHEDULE "A"

PID 10137099

Registration County: ANTIGONISH COUNTY

Street/Place Name: MOUNT CAMERON CIRCLE /ANTIGONISH LANDING

Title of Plan: PLAN OF SUBDIVISION & CONSOLIDATION SHOWING LOT 14 & PARCEL A TO BE CONSOLIDATED TO FORM LOT 14A AND PARCEL B & PARCEL C TO BE CONSOLIDATED TO FORM LOT 10B AND LOT 6, LOT 8 & PARCEL D TO BE CONSOLIDATED TO FORM LOT 6-8D, BEING LANDS OF S.F. SMITH RETIREMENT LIVING INC AT MOUNT CAMERON CIRCLE, ANTIGONISH LANDING

Designation of Parcel on Plan: LOT 6-8D

Registration Number of Plan: 125769522

Registration Date of Plan: 2025-05-02 10:42:07

*** 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: ANTIGONISH COUNTY

Registration Year: 2025

Plan or Document Number: 125769522

PID 10137115

Registration County: ANTIGONISH COUNTY

Street/Place Name: MOUNT CAMERON CIRCLE /ANTIGONISH LANDING

Title of Plan: PLAN OF SUBDIVISION & CONSOLIDATION SHOWING LOT 14 & PARCEL A TO BE CONSOLIDATED TO FORM LOT 14A AND PARCEL B & PARCEL C TO BE CONSOLIDATED TO FORM LOT 10B AND LOT 6, LOT 8 & PARCEL D TO BE CONSOLIDATED TO FORM LOT 6-8D, BEING LANDS OF S.F. SMITH RETIREMENT LIVING INC AT MOUNT CAMERON CIRCLE, ANTIGONISH LANDING

Designation of Parcel on Plan: LOT 10B

Registration Number of Plan: 125769522

Registration Date of Plan: 2025-05-02 10:42:07

*** 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: ANTIGONISH COUNTY

Registration Year: 2025

Plan or Document Number: 125769522

PID 10137131

Registration County: ANTIGONISH COUNTY

Street/Place Name: MOUNT CAMERON CIRCLE /ANTIGONISH LANDING

Title of Plan: PLAN OF SUBDIVISION & CONSOLIDATION SHOWING LOT 14 & PARCEL A TO BE CONSOLIDATED TO FORM LOT 14A AND PARCEL B & PARCEL C TO BE CONSOLIDATED TO FORM LOT 10B AND LOT 6, LOT 8 & PARCEL D TO BE CONSOLIDATED TO FORM LOT 6-8D, BEING LANDS OF S.F. SMITH RETIREMENT LIVING INC AT MOUNT CAMERON CIRCLE, ANTIGONISH LANDING

Designation of Parcel on Plan: LOT 14A

Registration Number of Plan: 125769522

Registration Date of Plan: 2025-05-02 10:42:07

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

Compliance:

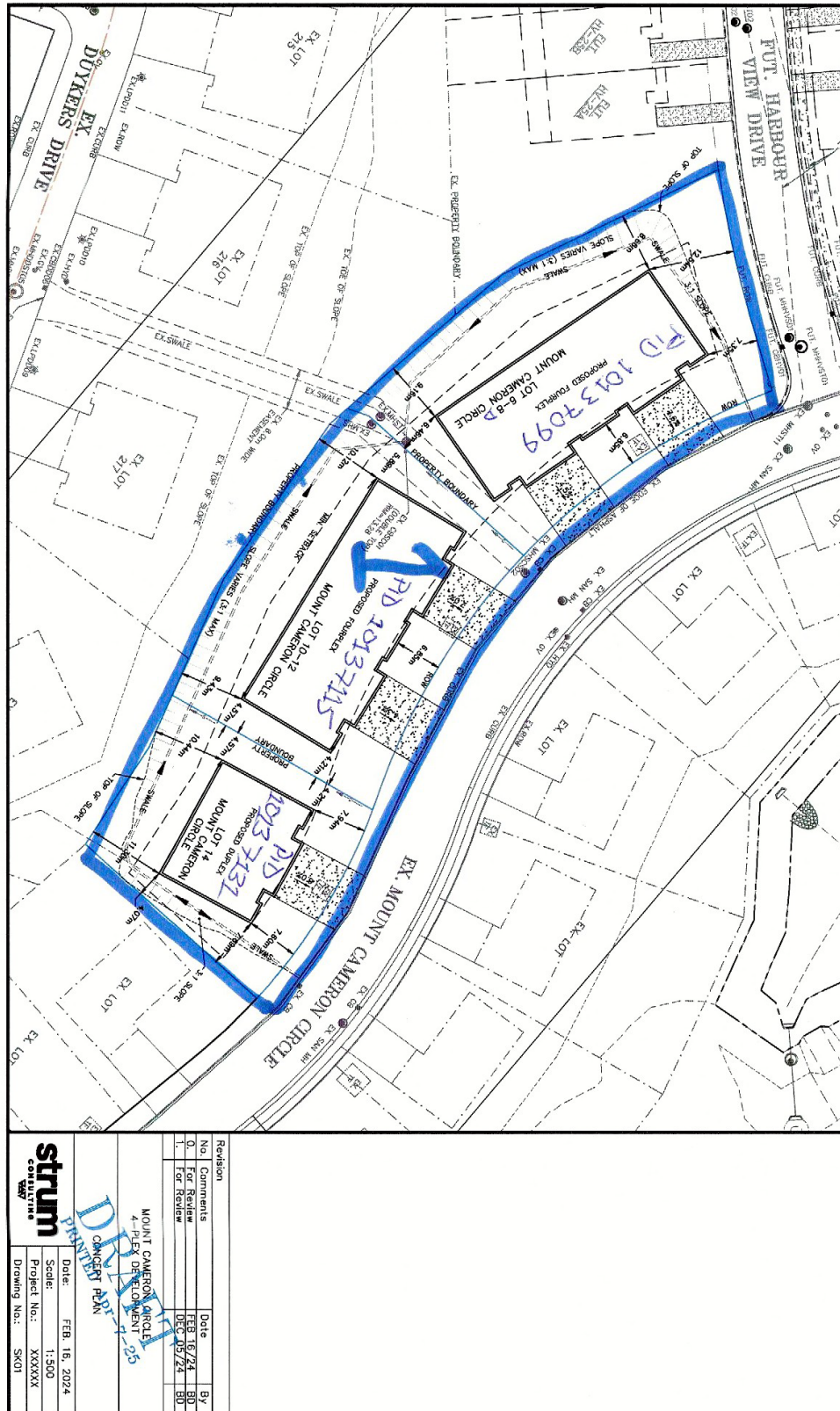
The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act

Registration District: ANTIGONISH COUNTY

Registration Year: 2025

Plan or Document Number: 125769522

SCHEDULE "B"



Appendix C: Amending Pages

Amending the West River Antigonish Harbour Plan Area Land Use By-law

WHEREAS Section 210 of the Municipal Government Act provides that a Municipality may make amendments to land use by-laws, the Council of the Municipality of the County of Antigonish enacts as follows:

The Land Use By-law for the Municipality of the County of Antigonish, for the **West River Antigonish Harbour Plan Area**, is hereby amended as follows: By approving a Development Agreement permitting Grouped Dwellings on a Single Lot (to be Consolidated) for PID #10137099, PID #10137115 and PID #10137131 Antigonish Landing, Antigonish County;

READ a first time this
_____ day of _____, 2025
(Min#2025-XXX).

READ a second time and passed this
_____ day of _____, 2025
(Min#2025-XXX).

Nicholas MacInnis, Warden

Shirlyn Donovan, CAO

Notice of Approval Published (date) and (date)

THIS DEVELOPMENT AGREEMENT made this ____
day of AD 2025, BETWEEN:

S. F. SMITH RETIREMENT LIVING INC., a body
corporate, with registered offices in Antigonish, the
Town of Antigonish, Province of Nova Scotia
(hereinafter called the “Developer”).

OF THE FIRST PART

-and-

MUNICIPALITY OF THE COUNTY OF ANTIGONISH, a
body corporate, in the County of Antigonish,
Province of Nova Scotia (hereinafter call the
“Municipality”).

OF THE SECOND PART

WHEREAS the Developer has good title to lands known as 10132611 located on Highway 337, Antigonish Landing in the Municipality of the County of Antigonish, Nova Scotia, and which said lands (hereinafter called the “Property”) are more particularly described in Schedule “A” of this Agreement; and

WHEREAS the Developer has requested permission to develop two (2) quadplexes on a portion of the Property to be subdivided out which is identified at “PID 2” on the Subdivision Plan, three (3) quadplexes on a portion of the Property to be subdivided out which is identified at “PID 3” on the Subdivision Plan, four (4) quadplexes on a portion of the Property to be subdivided out which is identified at “PID 4” on the Subdivision Plan and four (24) quadplexes on a portion of the Property to be subdivided out which is identified at “PID 5” on the Subdivision Plan;

WHEREAS the Property is situated within an area designated Residential on the Generalized Future Land Use Map of the West River Antigonish Harbour Plan Area, and Residential (R-1) Zone and Residential Multi-Unit (R-2) Zone on the West River Antigonish Harbour Land Use By-law Zoning Map; and

WHEREAS Policy L-2.12 and I-1.11 (c) of the West River Antigonish Harbour Municipal Planning Strategy and Part 5.2.d. of the West River Antigonish Harbour Land Use By-law provide that the proposed use may be developed only if authorized by development agreement; and

WHEREAS the Developer has requested that the Municipality of the County of Antigonish enter into this development agreement pursuant to Section 255 of the Municipal Government Act so that the Developer may develop and use the Property in the manner specified;

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged) the request to change the use of the Property is agreed upon by the Developer and the Municipality subject to the following:

PART 1: DEFINITIONS

1.1 Words Not Defined under this Agreement

All words unless otherwise specifically defined herein shall be as defined in the West River Antigonish Harbour Land Use By-law of the Municipality of the County of Antigonish, as amended from time to time. If a term is not defined in this document, its customary meaning shall apply.

1.2 Definitions Specific to this Agreement

Notwithstanding Section 1.1, the following words used in this Agreement shall be defined as follows:

Amenity Space shall refer to indoor or outdoor spaces designed for passive or active recreational activity for shared or communal use of the residents of the proposed buildings. Such space may include but is not limited to; balconies, patios, community gardens, lobbies, restaurants, fitness areas, game rooms, social or communal areas and other similar features, but does not include indoor laundry or locker facilities, hallways or stairwells.

PART 2: GENERAL REQUIREMENTS

2.1 Applicability of Agreement

- 2.2.1 The Developer agrees that the area of the Property shown on Schedule B as “PID 2” and identified as encompassing two (2) quadplexes, shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 2.2.2 The Developer agrees that the area of the Property shown on Schedule B as “PID 3” and identified as encompassing three (3) quadplexes, shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 2.2.3 The Developer agrees that the area of the Property shown on Schedule B as “PID 4” and identified as encompassing four (4) quadplexes, shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 2.2.4 The Developer agrees that the area of the Property shown on Schedule B as “PID 5” and identified as encompassing four (4) quadplexes, shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.
- 2.2.5 For further clarification, the area of the Property shown on Schedule B and not identified as “PID 2”, “PID 3”, “PID 4” or “PID 5” shall be subject to Section 2.2 and 3.2 of this agreement, including but not limited to issuing development permits, subdivision of lands and/or the negotiation of a further development agreement.

2.2 Applicability of Land Use By-law

Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the West River Antigonish Harbour Land Use By-law of the Municipality of the County of Antigonish and the Land Use By-law for the Municipality of the County of

Antigonish (Concerning the Regulation of Wind Turbine Development).

2.3 Applicability of Other By-laws, Statutes, and Regulations

- 2.3.1 Subject to the provisions of this Agreement, the Developer shall be bound by all By-laws and regulations of the Municipality as well as by any applicable statutes and regulations of the Province of Nova Scotia and the Government of Canada;
- 2.3.2 Further to Subsection 2.3.1, the Developer shall receive any necessary approvals from the Municipal Department of Public Works with respect to access to the site prior to any development or building permits being issued;

2.4 Conflict

- 2.4.1 Where the provisions of this Agreement conflict with those of any other applicable Municipal by-law (other than the Subdivision or Land Use By-law to the extent varied by this Agreement), or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- 2.4.2 Where the written text of this Agreement conflict with information provided in the Schedules attached to this Agreement, the written text of this Agreement shall prevail.

2.5 Cost, Expenses, Liabilities, and Obligations

- 2.5.1 The Developer shall be responsible for all cost, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Property.
- 2.5.2 The Developer shall be responsible for all cost, expenses, liabilities, and obligations necessary to meet the fire protection requirements of the National Building Code.

2.6 Provisions Severable

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.

PART 3: USE OF LANDS AND DEVELOPMENT PROVISIONS

3.1 Schedules

The Developer shall develop the Property in a manner, which, in the opinion of the Development Officer, conforms to this agreement and the following Schedules attached to this Agreement.

- | | |
|------------|--------------------------------------|
| Schedule A | Parcel Description |
| Schedule B | Subdivision Plan |
| Schedule C | Site Plan |
| Schedule D | Quadplex Elevations (Front and Side) |

3.2 Future Subdivision of Land

- 3.2.1 The portion of the Property zoned as Residential Multi-Unit (R-2) may be subdivided into four separate lots identified as “PID 2”, “PID 3”, “PID 4” and “PID 5” with accompanying road parcels, specifically in accordance with Schedule B.
- 3.2.2 Except for Subsection 3.2.1, no alterations to the Property are permitted without a substantive amendment to this Agreement except lands not occupied by uses enabled in this Agreement may be subdivided, subject to the requirements of the Land Use By-law, the Subdivision By-law, and Municipal Government Act relating to the notice of intent to discharge the Agreement (for a portion of the lands).

3.3 Requirements Prior to Approval

- 3.3.1 No development permit shall be granted for the development unless:
- a) The Developer has provided proof that all requirements of Schedule(s) B and D were complied with, except for modifications authorized in Subsections 3.4.6;
 - b) Detailed signage and lighting plans as per Section 3.5 are submitted;
 - c) Erosion and sedimentation control measures as per Section 4.2 were implemented; and
 - d) A copy of the ‘Storm Water Management Plan’ prepared by a qualified professional as per Section 4.3.1 is submitted.
- 3.3.2 The Developer shall not occupy or use the Property for any of the uses permitted by this Agreement unless Building and Occupancy Permits have been issued by the Municipality. No Occupancy Permit shall be issued by the Municipality unless and until the Developer has complied with all applicable provisions of this Agreement and the Land Use By-law (except to the extent that the provisions of the Land Use By-law are varied by this Agreement) and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

3.4 General Description of Land Use

- 3.4.1 The use of the portion of the Property to be subdivided out, identified as “PID 2” in Schedule B, permitted by this Agreement shall be grouped dwellings to a maximum of two (2) quadplexes.
- 3.4.2 The use of the portion of the Property to be subdivided out, identified as “PID 3” in Schedule B, permitted by this Agreement shall be grouped dwellings to a maximum of three (3) quadplexes.
- 3.4.3 The use of the portion of the Property to be subdivided out, identified as “PID 4” in Schedule B, permitted by this Agreement shall be grouped dwellings to a maximum of four (4) quadplexes.
- 3.4.4 The use of the portion of the Property to be subdivided out, identified as “PID 5” in Schedule B, permitted by this Agreement shall be grouped dwellings to a maximum of five

(5) quadplexes.

3.4.5 The residential buildings shall not exceed 10.7 meters (35 feet) in height.

3.4.6 The minimum setbacks from the multi-unit multi-storey apartment building to the property lines are as follows:

Front Yard Setback	7.6 m (25ft)
Flankage Yard Setback	5.0 m (16.4 ft)
Side Yard Setback	1.2 m (4 ft)
Rear Yard Setback	7.6 m (25ft)

3.4.7 The location of buildings and driveways shall be governed by Schedule C. Minor alterations to driveways that do not result in traffic circulation outside of the area subject to the development agreement shall be accepted by the Development Officer and do not require an amendment to this Agreement.

3.5 Commercial Site Lighting, Signage, Storage, Landscaping

3.5.1 Lighting, signage and storage shall adhere to the requirements of the West River Antigonish Harbour Land Use By-law of the Municipality of the County of Antigonish.

3.5.2 The Developer shall include lighting details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.

3.5.3 The Developer shall provide signage details on the detailed plans submitted for Development Permits when submitted to the Development Officer for review to determine compliance with this Agreement.

3.5.5 The Developer shall add vegetation, shrubs and trees in accordance with the submitted Site Plan attached as Schedule C.

3.6 Maintenance

3.6.1 The Developer shall maintain and keep in good repair all portions of the development on the Property, including but not limited to, the exterior of the building, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal, snow and ice control, and the salting of walkways and driveways.

3.7 Hours of Operation

Hours of operation shall be 24 hours a day, seven days a week.

PART 4: STREETS, MUNICIPAL SERVICES, AND ENVIRONMENTAL PROTECTION

4.1 Off-Site Disturbance

4.1.1 Any disturbance to existing off-site infrastructure resulting from the development,

including but not limited to streets, sidewalks, curbs and gutters, street trees, landscaped areas, and utilities shall be the responsibility of the Developer, and shall be reinstated, removed, replaced, or relocated by the Developer as directed by the Development Officer, in consultation with the Municipal Engineer.

4.2 Erosion and Sedimentation Control

- 4.2.1 An Erosion and Sedimentation Control plan designed for the development by a professional engineer must be prepared before and implemented during construction;
- (a) exposed soils must be stabilized by such measures as covering soil stockpiles with hay/straw, and;
 - (b) any water pumped or drained from the excavation must have a Suspended Solid (SS) concentration below 25 mg/l (ppm) before it crosses a lot line.
- 4.2.2 During the commencement of on-site works, the Developer shall comply with the Erosion and Sedimentation Control Handbook for Construction Sites as prepared and revised from time to time by Nova Scotia Environment.

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- 4.3.1 The Developer shall prepare a 'Storm Water Management Plan' that is prepared by an adequately qualified professional
- 4.3.2 All private storm water facilities shall be maintained in good order to maintain full storage capacity by the owner of the lot on which they are situated.
- 4.3.3 Where private storm systems cross multiple properties, the Developer shall provide easements in favour of the affected properties to permit the flow of storm water.

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5.1 Non-Substantive Amendments

- 5.1.1 The following item is considered by both parties to be non-substantive and may be amended by resolution of Council:
- a) The granting of an extension to the date of commencement or completion of construction as identified in Section 6.3 of this Agreement;

5.2 Substantive Amendments

Amendments to any matters not identified under Section 5.1 shall be deemed substantive and may only be amended in accordance with the approval requirements of the Municipal Government Act.

5.3 Discharge

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

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6.2.2 Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

6.3 Commencement of Development

6.3.1 This agreement or portions of it may be discharged at the discretion of the Municipality with or without the concurrence of the property owner if construction has not commenced within two (2) years and/or construction has not been completed within five (5) years of the registration of the agreement.

6.3.2 For the purpose of this section, Council may consider granting an extension of the commencement or completion of development time period through a resolution under Section 5.1, if the Municipality receives a written request from the Developer at least sixty (60) calendar days prior to the expiry of the commencement of development time period.

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This agreement may be discharged at the discretion of the Municipality upon the completion of the project and the satisfactory fulfillment of the terms of the Agreement.

PART 7: COMPLIANCE AND RIGHTS AND REMEDIES ON DEFAULT

7.1 Enforcement

The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Property during all reasonable hours without obtaining consent of the Developer.

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If the Developer fails to observe or perform any condition of this Agreement after the Municipality has given the Developer thirty (30) days written notice of the failure or default, then in each such case:

- a) The Municipality shall be entitled to apply to any court of competent jurisdiction for injunction relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;

- b) The Municipality may enter onto the Property and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a break of the Agreement, whereupon all reasonable expenses, whether arising out of the entry onto the Property or from the performance of the covenants or remedial action, shall be a first lien on the Property and be shown on any tax certificate issued under the Assessment Act; or,
- c) The Municipality may, by resolution, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Property shall conform with the provisions of the Land Use By-law.

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7.4 Warranties by the Developer

The Developer warrants as follows:

- a) The Developer has good title in fee simple to the Property or good beneficial title subject to normal financing encumbrance or is the sole holder of a Registered Interest in the Property. No other entity has an interest in the Property which would require their signature on this Agreement to validly bind the Property or Developer has obtained the approval of every other entity which has an interest in the Property whose authorization is required for the Developers to sign the Agreement to validly bind the Property.
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Any failure of the Municipality to insist upon a strict performance of any requirements or conditions contained in the Agreement shall not be deemed a waiver of any subsequent breach or default in the conditions or requirement contained in this Agreement.

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The Developer is responsible for all costs associated with recording this Agreement in the Registry of Deeds or Land Registration Office, as applicable, and all costs of advertising for and recording any amendments.

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

7.8 Interpretation

- 7.8.1 Where context requires, the singular shall include the plural, and the use of words in one gender shall include the masculine, feminine, and neutral genders as circumstances warrant;
- 7.8.2 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.
- 7.8.3 References to particular sections of statutes and by-laws shall be deemed to the references to any successor legislation and by-laws even if the content has been amended, unless the context otherwise requires.

THIS AGREEMENT shall ensure to the benefit of and be binding upon the Parties hereto, their respective agents, successors, and assigns.

WITNESS that this Agreement, made in triplicate, was properly executed by the respective Parties on this day of 2025.

SIGNED, SEALED and DELIVERED

MUNICIPALITY OF THE COUNTY OF ANTIGONISH

in the presence of:

WARDEN

CHIEF ADMINISTRATIVE OFFICER

SIGNED, SEALED and DELIVERED

DEVELOPER:

in the presence of:

STEPHEN F. SMITH

DIRECTOR, S. F. SMITH RETIREMENT LIVING INC.

SCHEDULE "A"

PID 10132611

Registration County: ANTIGONISH COUNTY

Street/Place Name: HIGHWAY 337 HIGHWAY /ANTIGONISH LANDING

Title of Plan: PLAN OF SUBDIVISION SHOWING PROPOSED LOTS 20-1, 20-2, 22, 92, & 98, BEING LANDS OF NOVA CAPITAL INCORPORATED AT MOUNT CAMERON CIRCLE, ANTIGONISH LANDING

Designation of Parcel on Plan: LOT 20-1

Registration Number of Plan: 116862120

Registration Date of Plan: 2020-08-24 11:59:17

Saving and Excepting Lots 217, 218, 219, 226, 227, 228, 229, 230, 231, Parcel Street 2B, Lot 21- 1 & Lot 21-2 as shown on Registered Plan No. 118962530 recorded in the Land Registration Office for Antigonish County.

Saving and Excepting: Lots 204, 205, 206, 207, 208 and Street 1B as shown in Registered Plan No. 117252628 recorded in the Land Registration Office for Antigonish County.

Saving and Excepting: Parcel Street 2A, Lot 220, Lot 221, Lot 222, Lot 223, Lot 224, Lot 225 as shown in Registered Plan No. 118401604 recorded in the Land Registration Office for Antigonish County.

Saving and Excepting Lot 209, Lot 210, Lot 211, Lot 212, Lot 213, Lot 214, Lot 215, Lot 216, as shown in Registered Plan No. 120416343 recorded in the Land Registration Office for Antigonish 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

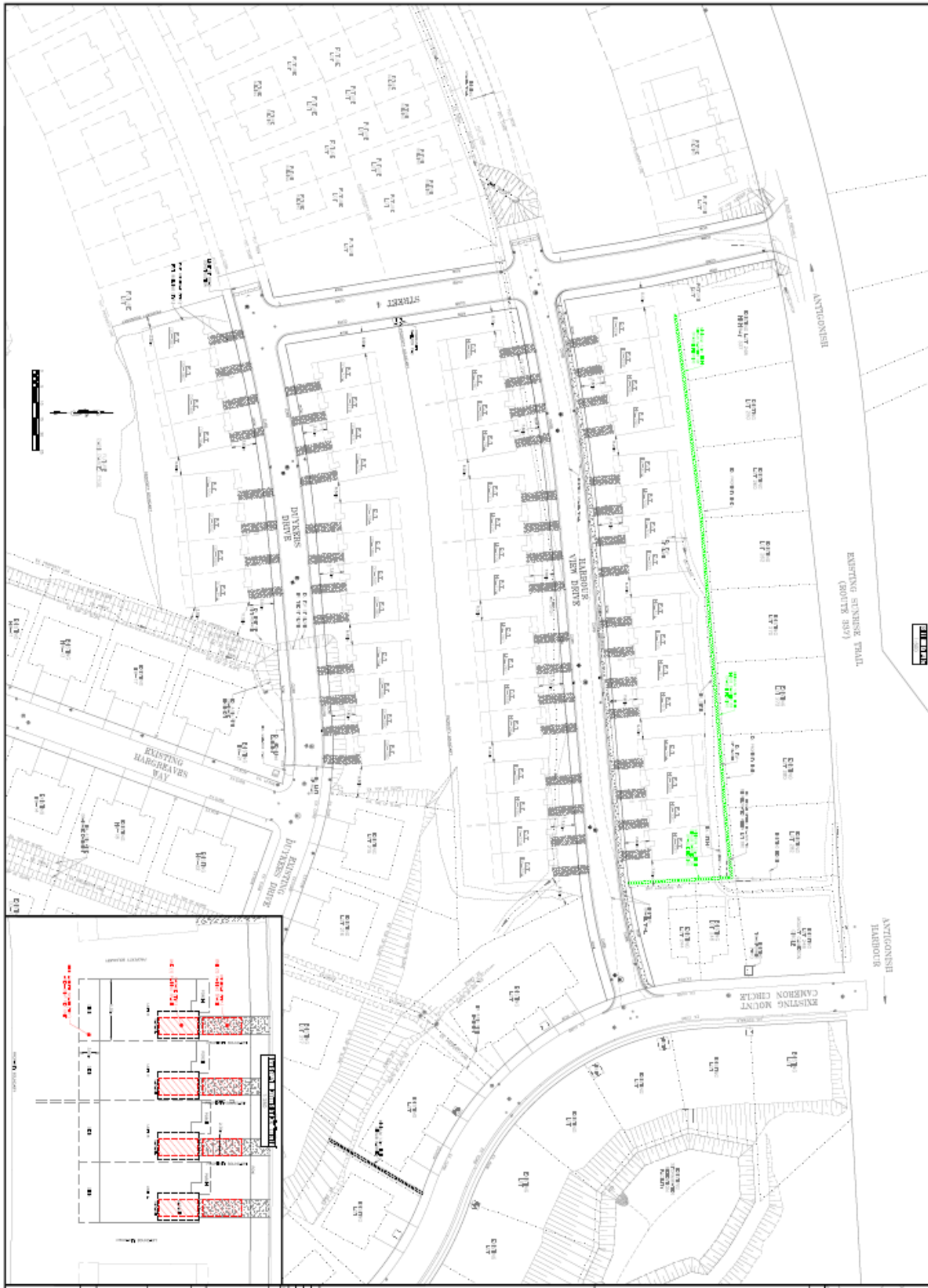
Registration District: ANTIGONISH COUNTY

Registration Year: 2022

Plan or Document Number: 120416343

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

SCHEDULE "C"



SCHEDULE "D"

