

This **Development Agreement** is made this _____ day of _____, 2026.

BETWEEN:

STUDENT HOUSING ASSOCIATION OF NOVA SCOTIA
(Hereinafter called the “Developer”)

OF THE FIRST PART

- and -

TOWN OF WOLFFVILLE
A municipal body corporate,
(Hereinafter called the “Town”)

OF THE SECOND PART

WHEREAS the Developer has requested that the Town enter into a Development Agreement relating to the use and development of the Lands (PID 55456875 and PID 55273908) pursuant to the provisions of the Municipal Government Act and the Municipal Planning Strategy for the Town of Wolfville;

AND WHEREAS a condition of granting approval for the development of the Lands is that the parties enter into this Development Agreement;

AND WHEREAS the Town Council of the Town, at its meeting on **DD/MM/2026** approved entering into this Development Agreement to permit the establishment of a multi-unit building containing up to 12 dwelling units on the Lands, subject to the registered owner of the Lands entering into this Development Agreement;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the covenants made in this Development Agreement and other valuable consideration the Developer and the Tenant and the Town agree to the following terms.

1. Schedules

The following schedules form part of this Development Agreement:

Schedule “A” – Legal Parcel Description of Lands

Schedule “B” – Site Plan

Schedule “C” – Landscape Plan

Schedule “D” – Architectural Design

2. Definitions

2.1 In this Development Agreement:

“Building By-Law” means Chapter 65 of the By-Laws of the Town of Wolfville.

“Developer” means the owner(s) of the lands, their heirs, successors, assigns, and all subsequent owners of the lands.

“Development” means the proposed 12-unit residential building and surrounding integration to the adjacent property where shared access and driveways exist.

“Development Officer” means the Development Officer appointed by the Town of Wolfville under the provisions of the *Municipal Government Act*.

“Engineer” means the Engineer appointed by the Town of Wolfville under the provisions of the *Municipal Government Act*.

“Effective date” means the date on which this Development Agreement is deemed to be entered into under the terms of this Development Agreement.

“Lands” means the real property in the Town of Wolfville owned by the Developer, (PID 55456875 and a portion of PID 55273908) and as described in Schedule “A”. For clarity, the Lands includes two properties, one with an existing building at 59 Hillside Ave, and another vacant lot. The boundary line between these properties will be adjusted, as enabled in DA 5.1.8.

“Land Use By-Law” means the Land Use By-Law of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville Town Council under the provisions of the *Municipal Government Act*. At the date of this Development Agreement, it is the Land Use By-Law effective September 3, 2020.

“Municipal Planning Strategy” means the municipal planning strategy of the Town of Wolfville in force from time to time, adopted and amended by the Wolfville

Town Council under the provisions of the *Municipal Government Act*. At the date of this Development Agreement, it is the Municipal Planning Strategy effective September 3, 2020.

“MGA” means the *Municipal Government Act*, S.N.S. 1998, c. 18, as amended.

“Planning Documents” means Land Use Bylaw, Municipal Planning Strategy, and Subdivision Bylaw.

- 2.2** Where terms (words or phrases) are not defined in this Development Agreement, definitions in the Town’s planning documents shall apply. Where terms are not defined in the planning documents, definitions in the MGA shall apply. Where terms are not defined in the aforementioned sources, their ordinary meaning shall apply.

3. Relevance of Planning Documents and Other Regulations

- 3.1** This Development Agreement contains definitions and regulations for the Development. It complements the Town’s Planning Documents. Unless specified in this Development Agreement, requirements in the Town’s Planning Documents shall apply. Where there is a conflict between this Development Agreement and the Planning Documents, this Development Agreement shall prevail.
- 3.2** Regulations outside of this Development Agreement or the Town’s Planning Documents may be applicable to the Development. However, the terms of this Development Agreement shall not be materially changed in order to comply with such regulations without an amendment to this Development Agreement.

4. Background

The Developer wishes to construct a 3-storey multi-unit residential building containing up to 12 dwelling units.

5. Terms

5.1 Development Conditions

5.1.1 Permits and Approvals

- 5.1.1.1** This Development Agreement allows the Developer to obtain development permits, other permits, and permissions to allow uses permitted by this Agreement.

- 5.1.1.2 The Developer shall be responsible for obtaining all necessary permits and approvals required by law for the Development, including but not limited to development permits, building permits, and any approvals required from the Province of Nova Scotia.
- 5.1.1.3 Obligations or other requirements in this Development Agreement are those of the Developer, unless otherwise specified.
- 5.1.1.4 No occupancy permit shall be granted for this Development until all provisions of this agreement are met, except for landscaping requirements that cannot be met due to seasonal restrictions.

5.1.2 Land Use

- 5.1.2.1 The following uses are permitted:
 - (a) Continuation of existing use and,
 - (b) 12 unit residential building and,
 - (c) other accessory uses permitted as by the Land Use Bylaw for the corresponding zone.

5.1.3 Landscaping & Site Requirements

- 5.1.3.1 The Development shall conform to the zone standards of the Land Use By-law, except as otherwise established by this Agreement.
- 5.1.3.2 All Development shall occur on the Lands. The existing building addressed as #59 Hillside Ave shall be considered an existing use within the Lands.
- 5.1.3.3 Development on the Lands shall be built generally in accordance with the Site Plan and Specifications of Schedule “B”, which may be varied to accommodate minor irregularities, at the discretion of the Development Officer. The proposed building shown on “Schedule B”, shall meet the following site conditions apply:
 - (a) The maximum number of dwelling units is twelve (12) units.
 - (b) The minimum front yard setback and side yard setback is 3m.
 - (c) The maximum hard surface shall not exceed 75% of the lot area.
 - (d) The minimum number of parking spaces shall be 10 spaces.
 - (e) The minimum amount of amenity space for the 12 unit building shall be 120 square meters.
- 5.1.3.4 The Developer shall establish and maintain all non-hard surface areas on the Lands as landscaped areas.

- 5.1.3.5** Storm water runoff from the Lands shall not be directed onto adjacent properties unless permission is obtained from the adjacent property owner for the direction of such storm water runoff.
- 5.1.3.6** No parking shall be permitted on non-hard surfaced areas of the site.
- 5.1.3.7** The Developer shall provide sufficient onsite lighting for all driveways and walkways on the Lands to provide for the reasonable safety and security of vehicles and pedestrians. All exterior lighting fixtures shall direct light toward the ground as to prevent the unreasonable illumination of adjacent properties.
- 5.1.3.8** The Developer shall provide an access easement across PID the Lands to ensure access to the shared parking and driveway.
- 5.1.3.9** The Development's landscaping shall be generally in accordance with the Landscape Plan and Specifications of Schedule "C", and specify native species selected for their specific growing conditions and may be varied at the discretion of the Development Officer.

5.1.4 Municipal Services

- 5.1.4.1** The parties agree that municipal sanitary sewer and water services are available.
- 5.1.4.2** The Developer will be required to submit a service connection application to connect to the central sewer and water services.
- 5.1.4.3** The Town makes no warranties, guarantees or claims as to the adequacy of the Town's water supply to provide the recommended Fire Flow amounts for protection of the building from fire. The Developer shall satisfy itself that the available fire flows are satisfactory to meet its needs.

5.1.5 Refuse Storage and Utility Equipment

- 5.1.5.1** Refuse, compost, recyclables, and other similar matters shall be stored within the building(s), or within accessory structures or containers pursuant to the requirements of the Land Use Bylaw, Valley Region Solid Waste-Resource Management By-Law, and other applicable regulations. These receptacles may be located on either property or provide shared storage for both buildings.

5.1.5.2 Containers referenced in 5.1.5.1 shall be located so that they are visually screened.

5.1.5.3 Utility equipment such as mechanical and electrical equipment shall be visually screened by fencing or landscaping.

5.1.6 General Maintenance and Operation

5.1.6.1 Buildings, landscaping, and other related features shall be maintained in good condition, pursuant to the Town's Property Minimum Standards By-law.

5.1.7 Architecture

5.1.7.1 The developer shall build the development generally as illustrated in Schedule "D", Architectural Design.

5.1.8 Subdivision

5.1.8.1 The developer shall subdivide the Lands generally as illustrated in Schedule "B", Site Plan. The area of the newly created lot shall be approximately 1,400 square meters.

5.1.9 Timing

5.1.9.1 This Development Agreement shall be deemed entered into on the day following the day on which the time for appeal of Town Council's approval has elapsed, or the day on which any appeals have been disposed of and the policy of the Wolfville Town Council approving this Development Agreement has been affirmed by the Nova Scotia Utilities and Review Board, under the provisions of the MGA, or other judiciary body as applicable.

5.1.9.2 This Development Agreement does not come into effect until the requirement of Section 228(3) of the Municipal Government Act are fulfilled and this development agreement is filed in the Registry of Deeds. All other time requirements imposed in this Development Agreement shall be calculated from that date, the effective date.

5.1.9.3 All Development enabled by this Agreement shall be completed within three (3) years. Upon failure to meet this timing requirement, the Town may

discharge this Development Agreement without the consent of the Developer or Tenant.

5.1.10 Amendment

5.1.10.1 With the exception of matters which the Town and the Developer do not consider to be substantive, the amendment of any other matter in this Development Agreement can only be made under the provisions of Section 230 of the MGA, including the holding of a Public Hearing.

5.1.10.2 Following are matters in this Development Agreement which the Town and the Developer do not consider to be substantive:

(a) The requirements for completion imposed by section 5.1.8.3.

(b) Parking and access arrangements.

5.1.11 Expenses

5.1.11.1 The Developer shall pay all costs and expenses incurred by the Town related to this Development Agreement.

5.1.12 Liability

5.1.12.1 The Developer shall be liable for any damage caused to persons or public or private property by the Developer or any contractor or other individual doing work related to the Development. The Developer shall indemnify the Town and save it harmless from any claim, cause of action, or liability in any way relating to the Development. The Developer shall obtain and maintain in force throughout the course of construction on the Development, liability insurance coverage to insure the responsibilities which the Developer is assuming in this section.

5.1.13 Default

5.1.13.1 If the Developer fails to comply strictly with any term of this Development Agreement or any legislation applicable to this Development Agreement, the Town may, after 30 days notice in writing to the Developer, enter the lands and perform any obligation with which the Developer has failed to comply strictly. All expenses arising out of the entry of the Lands and performance of the obligations may be recovered by the Town from the Developer by direct suit and shall form a charge upon the Lands. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by

the Town for tax arrears on the outstanding balance from time to time. Such interest costs shall be treated as an expense.

5.1.13.2 If the Developer breaches any of the terms of this Development Agreement, the Town, at its sole option, may:

- (a) Terminate this Development Agreement;
- (b) Exercise its rights under paragraph 5.1.12.1 above; or,
- (c) Take no action.

5.1.13.3 Any election by the Town to take no action on a breach of this Development Agreement by the Developer shall not bar the Town from exercising its rights under this Development Agreement on any other breach.

5.1.13.4 Any expenses incurred by the Town in exercising its rights under sections 5.1.12.1 and 5.1.12.2, or either of them, shall be paid by the Developer to the Town.

5.1.14 Administration

The Development Officer administers this Agreement. Their decision is final and binding on all parties.

6. Warranties by the Developer

6.1 Title and Authority

6.1.1 The Developer warrants as follows:

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

7. Full Agreement

7.1 Other Agreements

7.1.1 This Development Agreement constitutes the entire agreement and contract entered into by the Town and the Developer. No other agreement or representation, whether oral or written, shall be binding.

7.1.2 This Development Agreement shall not be a precedent for any other agreement either between the Town and the Developer or between the Town and any other party.

8. Notice

Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid, if to the Town to:

Town of Wolfville
359 Main Street
Wolfville, Nova Scotia
B4P 1A1
Attention: Development Officer

and if to the Developer:

Student Housing Association of Nova Scotia
5991 Spring Garden Toad
Halifax, Nova Scotia
B3H 1Y6

9. Headings

The headings used in this Development Agreement are for convenience only. If any of the headings are inconsistent with the provisions of the Development Agreement which it introduces, the provisions of the Development Agreement shall apply.

10. Binding Effect

This Development Agreement shall ensure to the benefit of and be binding upon the parties to this Development Agreement, their respective successors, administrators, and assigns.

11. Execution

In witness of this Development Agreement the parties have signed and delivered it to each other on the date set out at the top of the first page.

SIGNED AND DELIVERED)
In the presence of:)
)
) TOWN OF WOLFVILLE
)
)
) By _____
) MAYOR

Witness)
)
)
) By _____
) TOWN CLERK

SIGNED AND DELIVERED)
In the presence of:)
)
)
) By _____
) Mitchell Archibald
_____)
Witness)
)

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on _____, 2026, _____ a witness to this agreement came before me, made oath, and swore that the **TOWN OF WOLFFVILLE**, caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

CANADA
PROVINCE OF NOVA SCOTIA
COUNTY OF KINGS

I certify that on _____, 2026, _____ a witness to this agreement came before me, made oath, and swore that **Mitchell Archibald** caused the same to be executed by its proper officers who affixed its Corporate Seal and subscribed their hands in its name and in its behalf in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

Schedule "A" – Property Descriptions

PID 55456875

Place Name: Hillside Avenue, Wolfville
Municipality/County: Town of Wolfville
Designation of Parcel on Plan: Lot FS-2
Title of Plan: Plan of Survey Lot FS-1, FS-2 Lands of The Estate of Frederick W. Salsman, Wolfville, Kings County, Nova Scotia
Registration County: Kings County
Registration Number of Plan: P-12301
Registration Date of Plan: April 10, 2003

*** 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: KINGS COUNTY
Registration Year: 2003
Plan or Document Number: P12301

PID 55273908

Place Name: Hillside Avenue, Wolfville
Municipality/County: Town of Wolfville
Designation of Parcel on Plan: Lot FS-1
Title of Plan: Plan of Survey Lot FS-1, FS-2 Lands of The Estate of Frederick W. Salsman, Wolfville, Kings County, Nova Scotia
Registration County: Kings County
Registration Number of Plan: P-12301
Registration Date of Plan: April 10, 2003

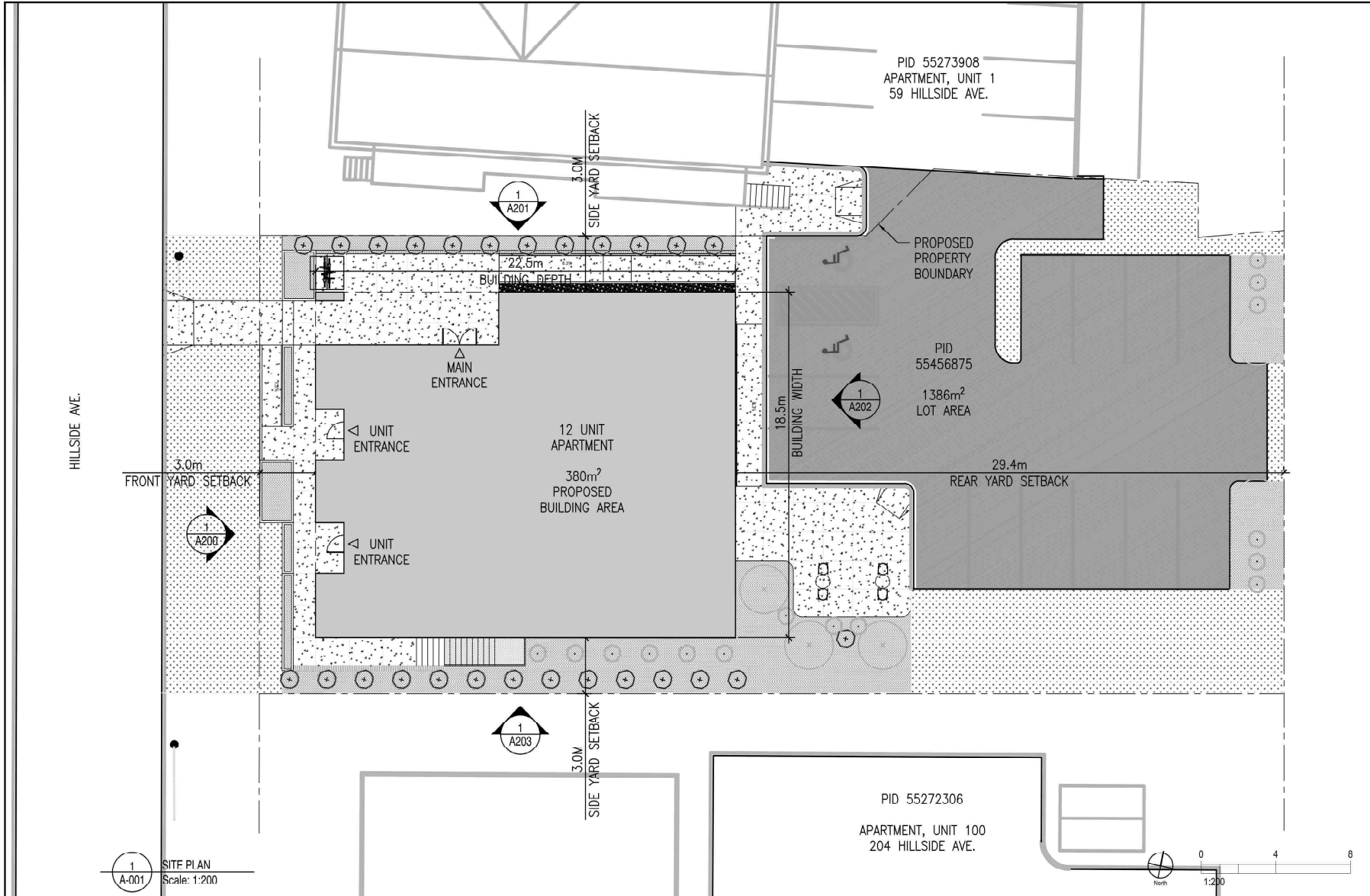
*** Municipal Government Act, Part IX Compliance ***

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: KINGS COUNTY
Registration Year: 2003
Plan or Document Number: P12301

Schedule B. Site Plan



Fathom

Fathom Studio
fathomstudio.ca
40 King St
Dartmouth, NS
B2Y 2K4

Client
Student Housing Nova Scotia
365-5991 Spring Garden Road | Halifax, NS

Scale

NOT FOR CONSTRUCTION

Revisions
Rev 1 ISSUED FOR DA DATE 2025-12-05

Project
Wolfville Student Housing
LOT FS-2 Hillside Avenue | Wolfville, NS

Drawing Name

SITE_PLAN

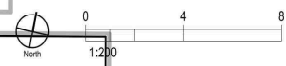
Scale 1:200 Project number 25-100

Drawn By AM Checked JB Approved JB

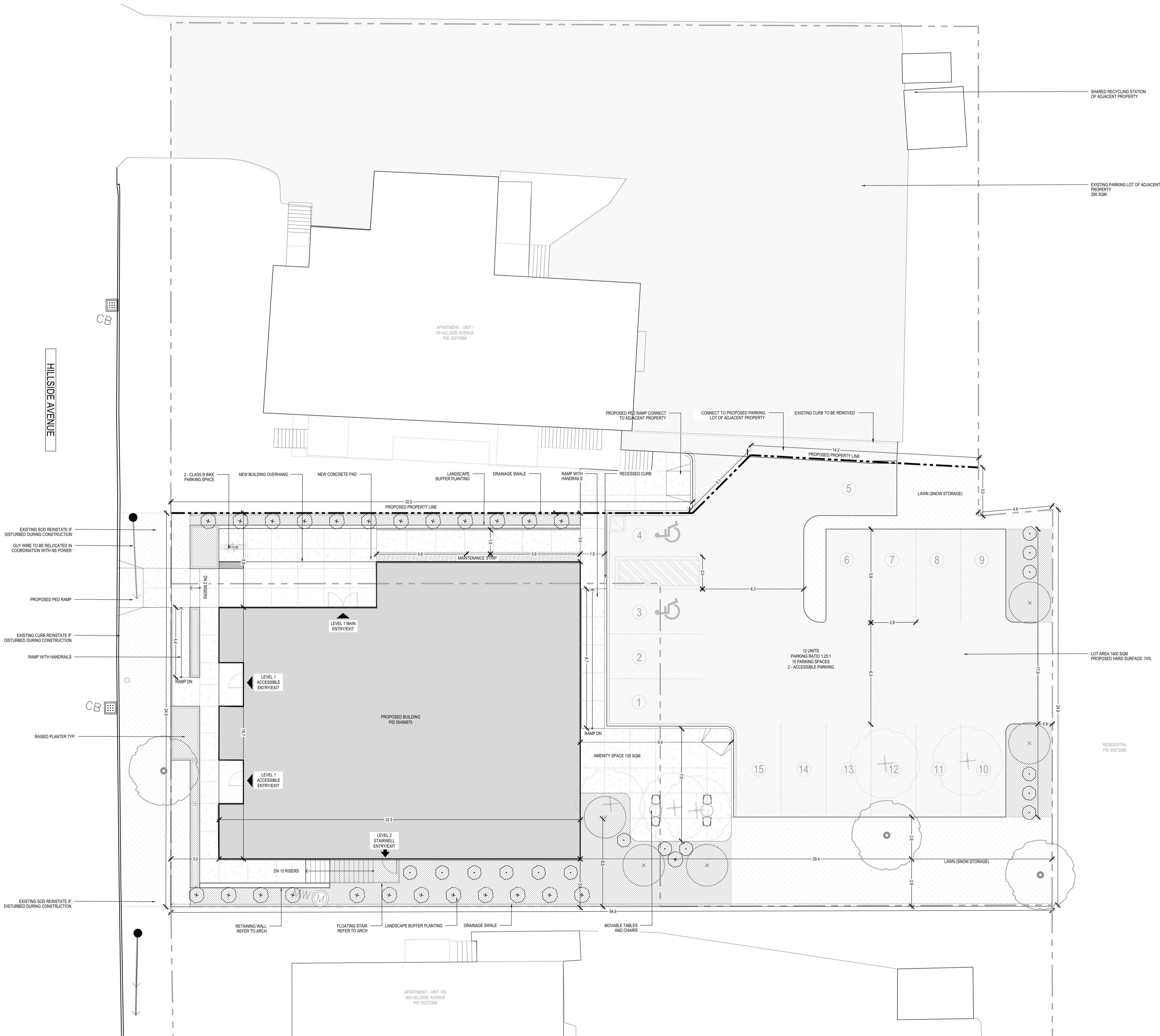
Drawing Number

A001

1
A-001
SITE PLAN
Scale: 1:200



Schedule C. Landscape Plan



LAYOUT LEGEND	
SYMBOL	DESCRIPTION
---	PROPOSED PROPERTY LINE
- - - -	EXISTING PROPERTY LINE
▲	BUILDING ENTRY/EXIT
↑	BACK ENTRY/EXIT
▬	CONCRETE WALKWAY
▨	SOD
▩	PLANTER BED
+	PROPOSED TREE
○	EXISTING TREE TO BE PROTECTED
⊗	EXISTING TREE TO BE REMOVED
●	EXISTING UTILITY POLE
⊞	2 CLASS B SPACES - BIKE RACK

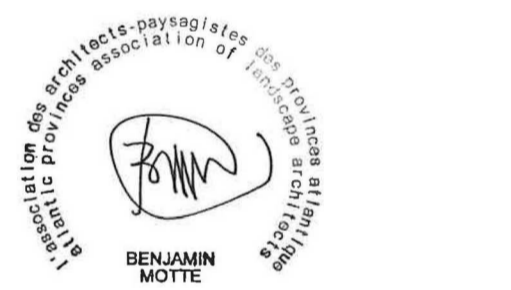
PLANTING SCHEDULE	
SYMBOL	DESCRIPTION
+	Amelanchier canadensis / Serviceberry 50mm CAL
+	EVERGREEN/NATIVE BUFFER Ilex x meserveae 'Blue Princess' / Blue Princess Holly 5 GAL
○	EVERGREEN/NATIVE BUFFER Viburnum trilobum / Highbush Cranberry 5 GAL

Client
Student Housing Nova Scotia

Key Plan



Seal



NOT FOR CONSTRUCTION

Revisions		DATE
NO.	DESCRIPTION	
01	ISSUED FOR APPROVAL	2025-12-05
02	ISSUED FOR APPROVAL	2026-02-11

Project
NS STUDENT HOUSING WOLFVILLE

WOLFVILLE, NOVA SCOTIA
B4P 1N3

Drawing Name
LANDSCAPE SITE PLAN

Scale
1:125

Project number
25-108

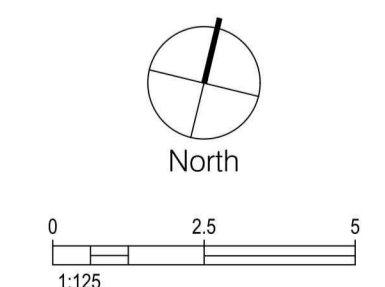
Drawn By
JY

Checked
BM

Approved
BM

Drawing Number

L101



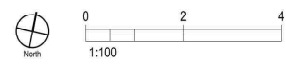
Schedule D. Architectural Design

Fathom

Fathom Studio
fathomstudio.ca
40 King St
Dartmouth, NS
B2Y 2K4



1 WEST ELEVATION
A-200 Scale: 1:100



Client:

Student Housing Nova Scotia
365-5991 Spring Garden Road | Halifax, NS

Scale:

NOT FOR CONSTRUCTION

Revisions:
Rev 1 ISSUED FOR DA DATE 2025-12-05

Project:
Wolfville Student Housing
LOT FS-2 Hillside Avenue | Wolfville, NS

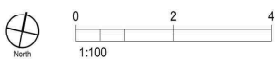
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Drawn By: AM Checked: JB Approved: JB
Drawing Number:

A200



1 NORTH ELEVATION
A-201 Scale: 1:100



Client

Student Housing Nova Scotia
365-5991 Spring Garden Road | Halifax, NS

Scale

NOT FOR CONSTRUCTION

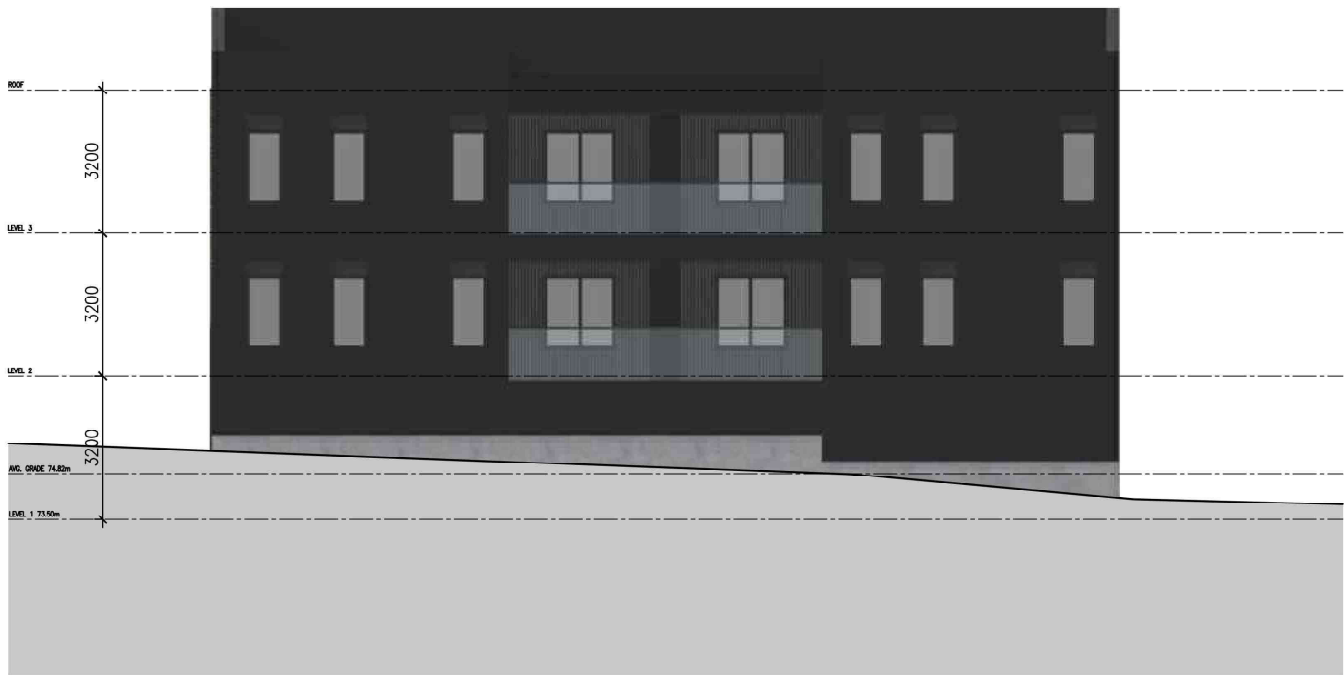
Revisions
Rev 1 ISSUED FOR DA DATE 2025-12-05

Project
Wolfville Student Housing
LOT FS-2 Hillside Avenue | Wolfville, NS

Drawing Name
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Scale: 1:100 Project number: 25-100
Drawn By: AM Checked: JB Approved: JB
Drawing Number

A201



1 EAST ELEVATION
A-202 Scale: 1:100



Client

Student Housing Nova Scotia
365-5991 Spring Garden Road | Halifax, NS

Scale

NOT FOR CONSTRUCTION

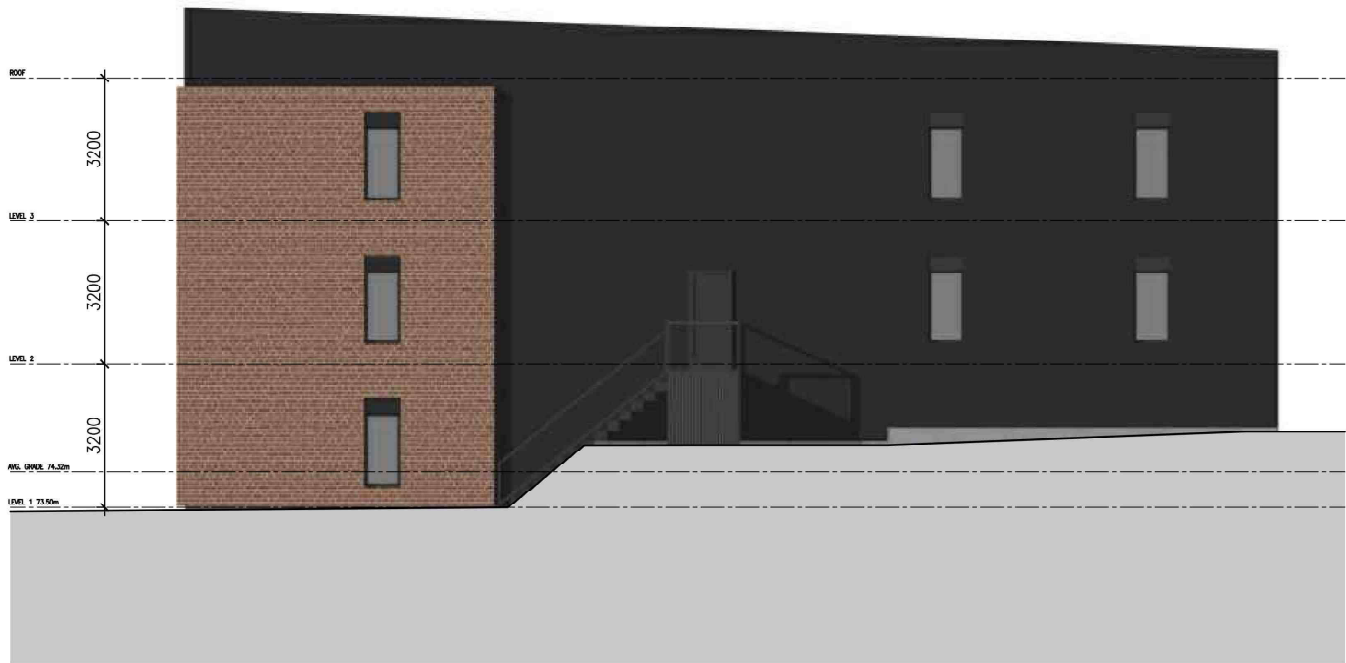
Revisions
Rev 1 ISSUED FOR DA DATE 2025-12-05

Project
Wolfville Student Housing
LOT FS-2 Hillside Avenue | Wolfville, NS

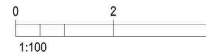
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Drawing Number

A202



1 SOUTH ELEVATION
A-203 Scale: 1:100



Client:

Student Housing Nova Scotia
365-5991 Spring Garden Road | Halifax, NS

Scale:

NOT FOR CONSTRUCTION

Revisions:
Rev 1 ISSUED FOR DA 2025-12-05

Project:
Wolfville Student Housing
LOT FS-2 Hillside Avenue | Wolfville, NS

Drawing Name:
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Scale: 1:100 Project number: 25-100

Drawn By: AM Checked: JB Approved: JB

Drawing Number:

A203