



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

Development Agreement

Between:

FH Development Group Inc.

And

**Municipal Council for the
Municipality of the District of East
Hants, Nova Scotia**

To permit a residential walkable comprehensive development, including a mixture of residential types and open space uses, on lands located between Elmwood Drive and Roulston Drive, Elmsdale, Nova Scotia and identified as PID 45083581, PID 45244225 and PID 45084399.

Original agreement approved by Municipal Council on the 25th day of May, 2022.

Signed and entered into this ____ day
of _____, 2022.

This Agreement made this _____ day of _____, 2022.

BETWEEN:

FH DEVELOPMENT GROUP INC. of Lower Sackville, Nova Scotia,

hereinafter called the “**DEVELOPER,**”

OF THE FIRST PART;

- and -

THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having its chief place of business at Elmsdale, in the District of East Hants, Nova Scotia,

hereinafter called the “**MUNICIPALITY,**”

OF THE SECOND PART.

WHEREAS the **DEVELOPER** is the registered owner of certain lands located between Elmwood Drive and Roulston Drive in Elmsdale, referenced by PID 45083581, PID 45244225 and PID 45084399 and which said lands are more particularly described in Schedule “A” to this Agreement, hereinafter called the **LANDS**;

AND WHEREAS the **LANDS** are located within the designation known as the Walkable Comprehensive Development District (WCDD) and developments within this designation are enabled to be permitted by development agreement;

AND WHEREAS the **DEVELOPER** has requested that the **MUNICIPALITY** enter into a development agreement to allow for a **residential subdivision on the LANDS pursuant to the provisions of the *Municipal Government Act*, and the *Municipal Planning Strategy Policies UD33, UD35, UD37 to UD42, IM27, and IM28*, the *Land Use Bylaw*, and the *Subdivision Bylaw* for the *Municipality of East Hants* so that the **DEVELOPER** may develop and utilize the **LANDS** in a manner not otherwise permitted by the *Land Use Bylaw*;**

AND WHEREAS the Council of the **MUNICIPALITY**, hereinafter called the **COUNCIL**, at its meeting held the 25th day of May, 2022, approved the **DEVELOPER’S** request to enter into a development agreement to permit the development of a walkable comprehensive development, including a mixture of residential types, open space uses, hereinafter called the **DEVELOPMENT**, subject to the registered owners of the **LANDS** entering into this agreement,

THEREFORE in consideration of the covenants, promises and agreements contained herein, the Parties agree as follows:

PART 1: GENERAL DESCRIPTION OF LAND USE

- 1.1 The use(s) of the Lands permitted by this Agreement are the following:
- a. A residential development as enabled by this Agreement and as generally illustrated on the Schedules; and
 - b. Use of the Lands in the development shall be limited to the following as defined by this Agreement and the Land Use Bylaw for the Municipality of East Hants, as amended.
 - i. single unit dwellings;
 - ii. two unit dwellings;
 - iii. on-street townhouses;
 - iv. on-street stacked townhouses;
 - v. cluster townhouse units
 - vi. multiple unit dwellings;
 - vii. parkland and open space uses;
 - viii. Non-disturbance areas;
 - ix. Temporary Construction Uses as per the Land Use Bylaw;
 - x. utility uses;
 - xi. home-based business uses as per the General Provisions for all Residential Neighbourhood Zones of the East Hants Land Use Bylaw; and
 - xii. uses accessory to the foregoing uses as per the General Provisions of the East Hants Land Use Bylaw, except where otherwise indicated by this development agreement.
 - c. The maximum number of dwelling units for the development area shall not exceed 662 units and each land use area shall not exceed the following. Accessory dwelling units are not included in the maximum number of dwelling units.
 - i. For the Single Unit; Two Unit and On-Street Townhouse - 335 units
 - ii. For the Multiple Unit Dwellings and Cluster Townhouse Units - 360 units
 - d. Notwithstanding Section 1.1(a) the Development Officer may permit minor modifications to Schedule "B".
- 1.2 Except where specifically stated otherwise in this Agreement, all provisions of the General Provisions Section - Part 3, of the East Hants Land Use Bylaw and Subdivision Bylaw, shall apply to this development.
- 1.3 All words unless otherwise specifically defined herein shall be as defined in the East Hants Land Use Bylaw and Subdivision Bylaw, as amended. Definitions specific to the Agreement are as follows:

Multiple Unit Dwellings - a building consisting of 6 or more dwelling units which has a common entrance and facilities such as amenity areas, parking and driveways.

Non-Disturbance Area - areas of land identified on Schedule "B" where no development, clearing, or infilling, shall be permitted, including but not limited to accessory structures or fencing.

Public Parkland - areas of land identified on the concept plan intended, through design and function, to provide opportunities for either active or passive recreational pursuits. Lands identified on the concept plan as Public Parkland include, but are not limited to Park 1 and Park 2.

Townhouses - are defined in the East Hants Land Use Bylaw, and for the purposes of this agreement, can include any of the following:

Dwelling, Townhouse Cluster - a townhouse situated on a lot where none of the dwelling units have frontage on a public street.

Dwelling, Townhouse (On-Street) - blocks of attached units that are oriented to the public street.

Dwelling, Townhouse (On-Street Stacked) - blocks of attached units which divided vertically and horizontally and where each unit has frontage on a public street.

PART 2: DETAILED PROVISIONS FOR LAND USE

Land Use Requirements

Dwelling, Single Unit

- 2.1 Single unit dwellings shall be permitted in the Dwelling, Single Unit area and the Dwelling, Two Unit (Semi-Detached) area, as shown on Schedule “B”. No subdivision approval or development permit shall be granted for any single unit dwelling except in accordance with the following provisions:
- a. Minimum lot frontage: 10.36 m
 - b. Minimum lot area: 316 m²
 - c. Minimum front yard: 3 m
 - d. Minimum rear yard: 6 m
 - e. Minimum side yard: 1.8 m
 - f. Minimum flankage yard: 5 m
 - g. Minimum separation between single unit dwellings: 3.6 m except for garages permitted under encroachments Section 2.25
 - h. Maximum building height: 11 m.
 - i. Maximum driveway width: 5.6 m
 - j. Maximum width of an attached garage shall not exceed 60 % of the width of the single unit dwelling, measured from the exterior.
 - k. Each dwelling unit shall have a driveway that shall accommodate a minimum of two vehicles with each parking space being a minimum of 2.8 m by 5.6 m measured from the Street Line.
 - l. Accessory dwelling units as defined in the East Hants Land Use Bylaw shall be permitted in accordance with the following:
 - i. Lots with a minimum lot frontage of 10.36 m and minimum lot area of 316 m² may contain a Secondary Suite. All other provisions relating to Accessory Dwelling Units in the East Hants Land Use Bylaw shall apply.
 - ii. Lots with a lot frontage of equal to or greater than 16 m and minimum lot area of 500 m² may contain a Garage Suite or Garden Suite. Accessory Dwelling Units shall have a maximum gross floor area of - lesser between 80% of the gross floor area of the main dwelling; and up to a maximum of 46 m² gross floor area. All other provisions relating to Accessory Dwelling Units in the East Hants Land Use Bylaw shall apply.
 - iii. One additional parking space shall be provided for the accessory dwelling unit, if provided.
 - m. Front, rear, and side yard setbacks shall be measured from the property line to the foundation wall of the dwelling unit and accessory buildings.
 - n. The development conforms to the architectural design criteria for single unit dwellings under Schedule “E”.

Dwelling, Two Unit

- 2.2 Dwellings, Two Unit shall be permitted in the Dwelling, Two Unit (Semi-Detached) area, as shown on Schedule “B”. All two unit dwelling types as defined by the East Hants Land Use Bylaw shall be permitted. No subdivision approval or development permit shall be granted for any two unit dwelling except in accordance with the following provisions:
- a. Minimum lot frontage: 18 m or 9 m per dwelling unit
 - b. Minimum lot area: 550 m² or 275 m² per dwelling unit
 - c. Minimum front yard: 3 m
 - d. Minimum rear yard: 6 m
 - e. Minimum side yard:
 - i. detached wall: 1.8 m
 - ii. common wall: 0 m
 - f. Minimum flankage yard: 5 m
 - g. Minimum separation between semi-detached dwellings: 3.6 m except for garages permitted under encroachments Section 2.25
 - h. Maximum building height: 11 m.
 - i. Maximum driveway width: 5.6 m
 - j. The width of an attached garage shall not exceed 60 % of the width of one unit in the semi-detached dwelling, measured from the exterior.
 - k. Each dwelling unit shall have a driveway that shall accommodate a minimum of two vehicles with each parking space being a minimum of 2.8 m by 5.6 m measured from the Street Line.
 - l. Semi-detached dwellings shall have paired/twinned driveways to accommodate on-street parking. One apron shall be used for a paired/twinned driveway. The

- Municipal Engineer may vary this requirement where Municipal Infrastructure or topographical constraints makes this requirement difficult.
- m. Front, rear, and side yard setbacks shall be measured from the property line to the foundation wall of the dwelling unit and accessory buildings.
 - n. The development conforms to the architectural design criteria for two unit dwellings under Schedule “E”.

Dwelling, Townhouse (On-Street) and Dwelling, Townhouse (On-Street Stacked)

- 2.3 Dwellings, townhouse (on-street) and dwellings, Townhouse (on-street stacked) shall be permitted in the Townhouses area, as shown on Schedule “B”. No subdivision approval or development permit shall be granted for any Dwellings, Townhouse (on-street) or Dwellings, Townhouse (on-street stacked) dwelling except in accordance with the following provisions:
- a. Minimum lot frontage:
 - i. On-street townhouse: 6m
 - ii. On-street stacked townhouse: 9m
 - b. Minimum lot area:
 - i. On-street townhouse: 150 m² per dwelling unit
 - ii. On-street stacked townhouse: 180 m² per dwelling unit
 - c. Minimum front yard: 3 m
 - d. Minimum rear yard: 6 m
 - e. Minimum side yard
 - i. detached wall: 3 m
 - ii. common wall: 0 m
 - f. Minimum flankage yard: 5 m
 - g. Minimum separation between buildings: 6 m
 - h. Maximum building height: 11 m
 - i. Maximum number of joined on-street townhouse dwelling units: 6
 - j. Maximum number of joined on-street stackable townhouse dwelling units: 8
 - k. Maximum driveway width per unit: 3.1 m unless there is no garage, then the driveway shall be a maximum of 5.6 m.
 - l. The width of an attached garage shall not exceed 60% of the width of the unit.
 - m. Each dwelling unit shall have a driveway that shall accommodate a minimum of two vehicles with each parking space being a minimum of 2.8 m by 5.6 m measured from the Street Line. Or each dwelling unit shall have a garage that shall accommodate a minimum of one vehicle and a driveway that shall accommodate one parking space being a minimum of 2.8 m by 5.6 m measured from the Street Line.
 - n. Townhouse units with individual driveways shall have paired/twinned driveways. One approach shall be used for a paired/twinned driveway. There shall be a minimum of 6 m between driveways of end townhouse units and driveways of neighbouring buildings.
 - o. Notwithstanding clause (k), (m) and (n) above, a shared parking area may be provided to the rear of the buildings, driveways shall have a minimum width of 6 m for a two-way lane, 3 m for a one-way lane, and parking areas may include shared visitor parking. Where shared parking areas are used a minimum of two parking spaces per unit shall be provided including any parking provided as per (m) above.
 - p. If a shared parking area is provided, the parking area shall be on the same property as the townhouse units.
 - q. The development shall conform to the architectural design criteria for townhouses under Schedule “E”.

Cluster Townhouses

- 2.4 Cluster Townhouses shall be permitted in the Multiple Unit Residential Area, as conceptually shown on Schedule “B”, and shall be laid out generally as shown on the multi-unit site plans in Schedule “D”, where each unit is not on an individual lot. No development permit shall be granted for any Cluster Townhouse units except in accordance with the following provisions.
- a. Minimum front yard per unit: 3m
 - b. Minimum rear yard per unit: 6m
 - c. Minimum side yard per building: 3m
 - d. Minimum separation between buildings: 6m
 - e. Maximum building height: 11 m
 - f. Maximum number of cluster townhouse dwelling units per building: 10
 - g. Each dwelling unit shall have a minimum of two parking spaces, with each parking space being a minimum of 2.8 m by 5.6 m. Or each dwelling unit shall

- have a garage that shall accommodate a minimum of one vehicle and a parking space being a minimum of 2.8 m by 5.6 m.
- h. Notwithstanding clause (f) above, a shared parking area may be provided. Where shared parking areas are used a minimum of two parking spaces per unit shall be provided including any parking provided as per (f) above.
- i. Common parking areas shall be designed and constructed in accordance with Parking Requirements of the Land Use Bylaw and Bicycle Parking Requirements of the Land Use Bylaw.
- j. Shared driveways shall conform to the following requirements:
 - i. the Developer shall construct the driveway with a minimum width of 3 m if for one-way traffic, and a minimum width of 6 m if for two-way traffic. The maximum width of the driveway shall be 7.5 m.
 - ii. groups of parking stalls shall be broken up with landscaped buffers; and
 - iii. the driveway and shared parking areas shall be paved with asphalt.
- k. Multiple main buildings are permitted on a lot.
- l. The development shall conform to the architectural design criteria for Cluster Townhouses under Schedule "E".

Multiple Unit Residential

- 2.5 Multiple unit dwellings shall be permitted in the Multi-Unit Residential area, as conceptually shown on Schedule "B" and shall be laid out generally as shown on the multi-unit site plans in Schedule "D". No subdivision approval or development permit shall be granted for any multiple unit residential development except in accordance with the following provisions:
- a. Minimum lot frontage: 15 m
 - b. Minimum lot area: 3000 m²
 - c. Minimum front yard: 3 m
 - d. Minimum side or rear yard: 3 m or one half the height of the building, whichever is greater.
 - e. Notwithstanding clause 2.5 d. above, the following minimum side yard setbacks shall apply:
 - i. A minimum side yard setback for multiple unit dwellings to the property boundaries of properties on Vernon Court shall be 40 m.
 - ii. A minimum side yard setback for the multiple unit dwellings and the property boundaries of properties on MacKeyes Lane shall be 45 m.
 - f. Minimum flankage yard: 5 m
 - g. Maximum lot coverage: 50%
 - h. Minimum building height: 3 habitable storeys, excluding underground parking areas.
 - i. Maximum building height: 4 habitable storeys
 - j. Where two or more multiple unit dwellings are located on the same lot the minimum distance between the buildings shall be 11 m.
 - k. Bicycle parking shall be provided in accordance with the bicycle parking requirements of the East Hants Land Use Bylaw.
 - l. Vehicular parking shall be provided in accordance with the parking supply requirements of the East Hants Land Use Bylaw.
 - m. Underground or enclosed parking shall be permitted.
 - n. Common parking areas shall be designed and constructed in accordance with Parking Requirements of the East Hants Land Use Bylaw and Bicycle Parking Requirements.
 - o. If the multi-unit residential area adjacent to Highway 102 is subdivided, an easement shall be provided so that access to driveways, parking and shared amenity space is accessible to all residents of the multi-unit area.
 - p. The development shall conform to the architectural design criteria for Multiple Unit Dwellings under Schedule "E".
 - q. Multiple unit uses may include Seniors Residential Complexes or Residential Care Facilities.
 - r. Notwithstanding Section 2.7 (h) building features such as elevator enclosures, mechanical features, common shared amenity spaces, solar collectors, staircases or staircase enclosures, skylights, rooftop greenhouses, railing systems and landscaping may exceed the maximum number of habitable storeys by a maximum of 4.5 m provided the features do not occupy more than 30% of the building rooftop area and are setback a minimum of 3 m from the roof edge, excluding railing systems, staircases or staircase enclosures.
 - s. Multiple main buildings are permitted on a lot.
 - t. Private driveways for the multi-unit residential shall be identified on the subdivision plans.
 - u. Shared Driveways shall conform to the following requirements:

- i. the Developer shall construct the driveway with a minimum width of 3 m if for one-way traffic, and a minimum width of 6 m if for two-way traffic. The maximum width of the driveway shall be 7.5 m.
- ii. groups of parking stalls shall be broken up with landscaped buffers; and
- iii. the driveway and shared parking areas shall be paved with asphalt.

Parkland

- 2.6 No subdivision approval or development permit shall be granted for any parkland use except in accordance with the following provisions:
 - a. Park 1 shall have direct frontage on the extension of Elmwood Drive and on the extension of Beech Street and shall be located and laid out as shown on Schedule “B”.
 - b. Park 2 shall have direct frontage on the extension of Elmwood Drive, direct frontage Street D, and direct frontage on Street C. The layout of the site shall be located and laid out as shown on Schedule “B”.
 - c. The area of land for Park 1 and Park 2 shall conform to the Parkland uses under Section 2.13.

Off-Street Lighting

- 2.7 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged to divert light away from streets, adjacent lots and buildings.
- 2.8 Security lighting for multiple unit dwellings shall be directed to all walkways and parking areas. All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 2.9 In order to preserve the night sky, the Developer is encouraged to use sensitive lighting which is oriented downward, is low wattage, energy efficient, and minimizes glare, particularly adjacent to Municipal parks and trails.

Signs

- 2.10 Except where specifically stated otherwise in this Agreement, all signage provisions of the East Hants Land Use Bylaw, as amended, shall apply to this development.
- 2.11 **For Single Family Dwellings and Semi-Detached Dwellings, as shown on Schedule “B”-** Notwithstanding 2.15, the signage provisions of the Two Dwelling Unit Residential (R2) Zone in the East Hants Land Use Bylaw shall apply.
- 2.12 **For Townhouses and Multi-Unit Buildings, as shown on Schedule “B” -** Notwithstanding 2.15, the signage provisions of the Townhouse (R2-T) Zone in the East Hants Land Use Bylaw shall apply.

Parkland

- 2.12 Parkland dedication via land acquisition shall substantially conform with the locations, dimensions, site improvements and site preparation areas illustrated on Schedule “B” with the final adjustments to configuration and grades of the site preparations areas to be agreed upon by the Municipality and the Developer prior to subdivision approval being granted. The Development Officer, in consultation with municipal parks staff, may permit variations to lot configuration provided appropriate access and road frontage is maintained, the total area of land is not reduced and the proposed parkland meets the requirements of the Municipality.
- 2.13 The Developer shall provide the following, as shown on Schedule B:

	Approximate Park Area or Trail length	Required Work within Park	Phase to Deed Parkland to the Municipality (Upon final plan of Subdivision)
Park 1	Approximate area of 4790 sqm.	Land to be grubbed, levelled and seeded prior to deeding to the Municipality. Prior to the clearing and grubbing, the Developer must clearly mark the boundaries of Park 1. The Municipality will identify any areas not to be cleared and grubbed and this area shall be retained as a non-disturbance area during the clearing and grubbing.	Land to be deeded over to the Municipality prior to final approval of any portion of Phase 1A.
Walkway 1 (WW-1)	Approximate length of 36 m and 6 m wide.	Land to be grubbed and levelled prior to deeding to the Municipality.	Land to be deeded over the Municipality prior to the final approval of any portion of Phase 1A.
Walkway 5 (WW-5) - Trail from Street E to the edge of the property owned by The Elmsdale Fire & Emergency Services.	WW-5 - Trail from Street E to the edge of PID 45083458. The final alignment of the trail to be determined by the Municipality. The location where Walkway 6 crosses over on to PID 45083458 to be determined by the Municipality.	Leave natural - no vegetation removed.	Phase 1B A 6 metre wide easement shall be deeded to the Municipality for access, recreation and maintenance purposes.
Park 2	Approximate area of 8636 sqm.	Land to be grubbed levelled and seeded prior to deeding to the Municipality. Prior to the clearing and grubbing, the Developer must clearly mark the boundaries of Park 2. The Municipality will identify any areas not to be cleared and grubbed and this area shall be retained as a non-disturbance area during the clearing and grubbing.	Land to be deeded over to the Municipality prior to the final approval of any portion of Phase 3.

- 2.14 The Municipality shall accept cash-in-lieu of open space, or work-in-kind, or a combination of both, equal to 4.59% at time of endorsement or approval of a final plan of subdivision for each phase of the Development. It shall be at the discretion of the Municipality, whether to require cash-in-lieu or to consider work-in-kind. The cash-in-lieu value amount shall be determined by an assessor (as determined by the Municipality), based on the assessed value of the proposed lots excluding streets. All cash-in-lieu accepted by the Municipality from the Developer shall be used for open space improvements that directly benefit the residents of the Development.
- 2.15 The Municipality shall determine the final location where WW-5 (Street E - Hwy 2) crosses into property identified as PID 45083458.
- 2.16 If additional optional walkways are to be provided by the developer, acceptance of these shall be at the discretion of the municipality. The optional walkways shall be

constructed to municipal standards for urban walkways before being deeded to the municipality. Any additional optional walkways provided by the developer shall not form part of the developers open space contribution.

- 2.17 At the time of Tentative Subdivision Approval, the Municipality has the right to request service connections into Park 1 and/or Park 2, at a location of their choosing. The cost of the additional service connection will be deducted from the open space cash contribution.
- 2.18 The Developer shall be responsible for the approval of all and any wetland alterations to any of the parkland identified in 2.13.
- 2.19 The parkland identified as Park 1 and Park 2 shall not be used for stormwater management or other municipal infrastructure, which includes easements for municipal water and wastewater services.
- 2.20 The above parkland requirements may be dedicated early if agreed to in writing by the Developer and the Municipality.
- 2.21 Parkland shall be completed and deeded to the Municipality prior to the completion of each subdivision stage.
- 2.22 The Developer shall have the privilege at any time and from time to time during the term of this Agreement to enter upon, use and occupy Municipality of East Hants land, including the open space areas for the purpose of developing the site in accordance with this Development Agreement. Non-disturbance areas must be marked prior to any work on Municipal land.
- 2.23 Prior to entering upon any Municipality of East Hants land, for the purpose of carrying out the requirements of this agreement, the Developer and any contractor and subcontractors engaged to perform the work will, at minimum:
 - a. Have and maintain Good Standing with Worker's Compensation Board of Nova Scotia (WCBNS) workplace injury insurance;
 - b. Execute an agreement appropriate to the nature of the work from the contract forms available from the Canadian Construction Documents Committee (CCDC) or equivalent acceptable to the Municipality;
 - c. Provide the Municipality with proof, satisfactory to the Municipality that it carries and has in full force and effect, general liability insurance in respect of injury of one or more persons, and property damage in connection with the use of the site in an amount not less than \$5,000,000; and
 - d. Provide to the Municipality a certificate of insurance listing them as an "Additional Insured".
- 2.24 The Developer agrees to indemnify the Municipality, its officers, employees, licensees, tenants, and invitees and save it harmless from and against any and all claims, actions, damages, liability and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any work carried out under this development agreement by the Developer, its servants, agents, employees, contractors and subcontractors except for any such claims, actions, damages, liability and expense arising from the negligence or wilful misconduct of the Municipality or those for whom it is in law responsible.

Encroachments

- 2.25 Encroachments into required yards, not including easements, may be permitted in accordance with and subject to the following:
 - a. Attached garage (not including habitable space) shall be permitted to encroach 0.61 metres into the side yard setbacks, except for townhouses.
 - b. Decorative features, window bays, exterior staircases, balconies and attached decks, verandahs, carports, and terraces shall be permitted to encroach 1.2 m into the front or rear setback.

Watercourses

- 2.26 Setbacks from watercourses shall be provided in accordance with the General Provisions of the East Hants Land Use Bylaw.
- 2.27 For the purpose of constructing Walkway 5 (WW-5), as identified on Schedule “B”, the Municipality shall be exempt from the watercourse setback requirements of the East Hants Land Use Bylaw.

PART 3: SUBDIVISION OF THE LANDS

- 3.1 All subdivision of the Lands shall meet the requirements of the East Hants Subdivision Bylaw except where varied by this Agreement.
- 3.2 Subdivision applications shall be submitted to, and approved by the Development Officer in accordance with the following terms and conditions:
 - a. Applications for tentative subdivision approval shall encompass an entire phase of the development in accordance with Schedule “B”.
 - b. Applications for subdivision approval shall be submitted in numerical order in the order of their sequence identified on the Phasing Plan identified as Schedule “B”.
 - c. Final subdivision approval for a phase shall not be granted until final approval has been granted for the previous phase;
 - d. Final subdivision approval for a phase shall not be granted until the Nova Scotia Department of Public Works has granted approval;
 - e. The Development Officer may grant final subdivision approval for partial phases of the development;
 - f. Notwithstanding 3.2.b and 3.2.c, the Development Officer, in consultation with the Municipal Engineer, the Municipal department responsible for open space and the Nova Scotia Department of Public Works, may authorize variations to the sequence of phasing and/or the sequence of final plan of subdivision approval.
 - g. Notwithstanding 3.2.b, the Development Officer, in consultation with the Municipal Engineer, the Municipal department responsible for open space and the Nova Scotia Department of Public Works, may authorize the development of concurrent phases.
 - h. Non-disturbance areas shall be identified on the tentative and final plans of subdivision.

PART 4: STREETS AND MUNICIPAL SERVICES

General Provisions

- 4.1 Design and construction of Municipal roads and service systems shall meet the requirements of the Municipality, the Nova Scotia Department of Environment and the Nova Scotia Department of Public Works.

Off-Site Disturbance

- 4.2 Any disturbance to existing off-site infrastructure and new on-site municipal 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, at the Developer’s cost, as directed by the Development Officer, in consultation with the Municipal Engineer.

Site Preparation

- 4.3 The Developer shall not commence grubbing or excavation activities unrelated to site construction purposes prior to receiving tentative subdivision approval of the subdivision design unless otherwise permitted by the Development Officer, in consultation with the Municipal Engineer.

Streets

- 4.4 Streets, sidewalks and walkways shall generally conform to the locations and alignments illustrated on Schedule “B”.
- 4.5 Streets, sidewalks and walkways shall be built in accordance with the road cross-sections attached as Schedule “C”. Elmwood Drive shall be built to the 18.6 m ROW Urban Minor Collector W/Multi-Use Pathway. All other streets shall be built to the 16m ROW Urban Local Road W/Sidewalk. The dimensions shown are considered the minimum allowable. The use of proposed materials and associated thickness, compaction, placement, etc. to be supported by geotechnical report.
- 4.6 All poles, hydrants and other related design elements shall be provided in accordance with the current standards of the approving authority. All power pole guide wires shall be located to permit winter sidewalk clearing equipment to pass without obstruction. Mountable curbs shall be permitted in consultation with the Municipal Engineer.
- 4.7 On-street parking will only be permitted on one side of the proposed roads. The developer shall be responsible for providing and installing ‘no parking’ signs in consultation with the Municipal Engineer.
- 4.8 Streets with a radius of curvature of less than 85 m shall require acceptance by the Municipal Engineer. The Developer shall present a design supported by The Transportation Association of Canada’s Geometric Design Guide for Canadian Roads (TAC Manual).
- 4.9 Sidewalks shall be 150 mm reinforced concrete at driveways.
- 4.10 Minimum culvert diameters are:
 - a) 450 mm. for driveway culverts; and
 - b) 525 mm. for cross culverts; and
 - c) Culvert sizes are to be determined by the Design Engineer and specified on the Stormwater Management Plan.
- 4.11 The Municipality requires a minimum 3.0 m offset where cut slopes don’t end at the street line.
- 4.12 Street, parking and traffic signs shall be supplied and installed by the Developer in consultation with the Municipal Engineer.
- 4.13 The Developer shall be responsible for the Design and Construction of traffic calming on the new section of Elmwood Drive and new section of Roulston Drive. The Design of the traffic calming is subject to approval by the Municipality. The Developer shall provide information supporting the design of the traffic calming.
- 4.15 The connections/intersections of roads with provincial roads will have to be designed to Provincial standards.
- 4.16 The Developer shall complete the road connection with the existing portion of Elmwood Drive prior to final subdivision approval for any portion of Phase 3.

The Municipal Engineer may approve amendments to the street design details prior to tentative subdivision approval.

Street Trees

- 4.17 Street trees shall be planted on both sides of all public streets identified on the Concept Plan attached as Schedule “B” and shall be planted in accordance with the Municipal Standards for Street Trees.

Nova Scotia Department of Public Works

- 4.18 The Developer shall be responsible for the Design and Construction of the East-bound auxiliary right turn lane from Highway 214 into Roulston Drive.
- 4.19 The Developer shall supply the Nova Scotia Department of Public Works with an acceptable intersection design at Highway 214 for Roulston Drive, including an East-bound auxiliary right turn lane from Highway 214 into Roulston Drive, prior to tentative subdivision approval of Phase 1A. Approval of the Final Plan of Subdivision for any portion of Phase 1A shall not be granted until the Nova Scotia Department of Public Works has given their positive recommendation for their acceptance of the intersection improvements design.
- 4.20 The creation of ROW plans and acquisition of any properties required for the intersection upgrades at Highway 214 and Roulston Drive are the responsibility and cost of the Developer. Ownership of these lands will be transferred at no cost to the Nova Scotia Department of Public Works after the construction, commissioning, and approval of the intersection upgrades.
- 4.21 The Developer shall enter into an agreement with the Nova Scotia Department of Public Works regarding the intersection improvements at Highway 2 and Elmwood Drive, prior to final subdivision approval for any portion of Phase 3. The intersection improvements shall be completed to the satisfaction of the Nova Scotia Department of Public Works with proof of same provided to the Municipality.
- 4.22 A maximum of 300 dwelling units will receive a development permit, prior to the approval by the Nova Scotia Department of Public Works, for the design of the intersection improvements at Highway 2 and Elmwood Drive.
- 4.23 A maximum of 400 dwelling units will receive a development permit prior to the Nova Scotia Department of Public Works confirming they are satisfied with the intersection improvements.
- 4.24 Final subdivision approval, which connects the new development with the existing Elmwood Drive, shall be not be granted until the Nova Scotia Department of Public Works has confirmed that the intersection improvements at Highway 2 and Elmwood Drive has been completed to their satisfaction.
- 4.25 The Developer may seek a reassessment of the required intersection improvements at Highway 2 and Elmwood Drive prior to final subdivision approval of any portion of Phase 3. The reassessment shall meet the requirements of the Nova Scotia Department of Public Works.

Clearing or Infilling

- 4.26 No clearing or infilling shall take place within the non-disturbance areas illustrated on Schedule “B” except as provided for by this Agreement and to allow for the installation of Municipal services, or as may otherwise be required for access or safety reasons. The Developer agrees to show the non-disturbance areas on any subdivision grading plan and any subdivision plan submitted for tentative and final approval, with a note indicating that no clearing or infilling shall take place within these areas. Non-disturbance areas shall be clearly flagged on the property at the time of a request for a building permit and during construction.

Water, Wastewater and Stormwater Systems

- 4.27 Municipal water, wastewater and stormwater systems shall conform to Municipal standards.
- 4.28 The location of the Stormwater Management Areas, identified as 'Stormwater Management Area' on Schedule "B" shall generally be in accordance with Schedule "B".
- 4.29 Any stormwater management ponds shall be designed in accordance with the Municipal Standards.
- 4.30 Detailed Stormwater Management Plans shall be submitted at each Tentative Subdivision Approval stage.
- 4.31 In addition to being designed in accordance with Municipal Standards, Stormwater Management Plans shall also include landscaping details. The Municipality will review the landscaping details for visual compatibility with the development.
- 4.32 Stormwater infrastructure located on private property shall be owned and maintained by the property owner and all necessary drainage easements shall be clearly identified.
- 4.33 The Municipality does not guarantee any particular water pressure or flow to the Lands.
- 4.34 No subdivision approvals shall be granted for any phase as shown on Schedule "B" of this Agreement unless:
 - a. the Municipal Engineer is satisfied that existing Municipal service systems have sufficient capacity; or
 - b. the Developer has entered into an agreement with the Municipality for construction of the necessary upgrades.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

Non-Disturbance Areas

- 5.1 The Developer shall provide non-disturbance areas with a minimum width of 10 metres in the locations as show on Schedule "B".
- 5.2 A minimum 10 metre wide non-disturbance area shall be provided from the rear property boundary for properties on MacKeyes Lane, Elmsdale.
- 5.3 A minimum 10 metre wide non-disturbance area shall be provided along the property boundary with Highway 102.
- 5.4 A minimum 10 metre wide non-disturbance area shall be provided along the property boundary with property identified as PID 45246907.
- 5.5 Where any portion of a lot includes a non-disturbance area as shown on Schedule "B", or identified in this agreement, the non-disturbance area shall be shown on any tentative and final plan of subdivision and no development, clearing or infilling shall be permitted within the non-disturbance area, including but not limited to accessory structures or fencing. Non-disturbance areas shall be clearly flagged on the property at the time of a request for a building permit and during construction.

PART 6: AMENDMENTS

Non-Substantive Amendments

- 6.1 Any amendment to this agreement, whether substantive or otherwise, must be approved by both parties in writing.
- 6.2 Any unsubstantial amendment to either the terms of this agreement or to any Schedules shall be subject to the amendment procedures set out in the Municipal Government Act.
- 6.3 The following items are considered by both parties to not be substantive:
- a. The granting of an extension to the date of commencement of construction as identified in Section 7.4 of this Agreement;
 - b. The length of time for the completion of the development as identified in Section 7.7 of this agreement.
 - c. Amendments to the development standards in Sections 2.1 to 2.5 of this agreement.
 - d. Amendments to Section 1.1.c. to permit the maximum number of dwelling units for each land use area to be increased or decreased by 5%. Any request for an increase in dwelling units shall be accompanied by a Traffic Impact Sensitivity Analysis.
 - e. Amendments to the sign requirements of this agreement.
 - f. Amendments to the parkland provisions if the Municipality is in agreement that the proposed amendments are in the best interest of the Municipality.
 - g. Amendments to the Stormwater Management Areas.
 - h. Amendments to the Architectural Design Criteria identified in Schedule "E" of this agreement.
 - i. Amendments related to the requirements of the Nova Scotia Department of Public Works or the Nova Scotia Department of Environment.

Substantive Amendments

- 6.4 Any substantive amendment to either the terms of this agreement or to any Schedules shall be subject to the amendment procedures set out in the Municipal Government Act.
- 6.5 Amendments to any matters not identified under Section 6.3 shall be deemed substantive.

PART 7: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

Registration

- 7.1 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 at Lawrencetown, Nova Scotia and the Developer shall incur all costs in recording such documents.

Subsequent Owners

- 7.2 This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 7.3 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).

Indemnity

- 7.4 The Developer shall at all times indemnify and save harmless the Municipality from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomever made, brought or prosecuted to the extent that foregoing

are based upon, occasioned by or attributes to anything done or omitted by the Developer or his servants or his agents or his employees in the fulfillment of any of his obligations under this Agreement.

Commencement of Development

- 7.5 In the event that development on the Lands has not commenced within five years from the date of registration of this Agreement at the Registry of Deeds or Land Registry Office, as indicated herein, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use Bylaw.
- 7.6 For the purpose of this section, commencement of development shall mean tentative subdivision approval of the first phase of the lands.
- 7.7 For the purpose of this section, Council may consider granting an extension of the commencement of development time period through a resolution under Part 6, 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.

Completion of Development

- 7.8 Upon the completion of the whole development or complete phases of the development, or after ten years, Council may review this Agreement, in whole or in part, and may:
 - a. retain the Agreement in its present form;
 - b. negotiate a new Agreement;
 - c. discharge this Agreement; or
 - d. for those portions of the development which are completed, discharge this Agreement and apply appropriate zoning pursuant to the Municipal Planning Strategy and Land Use Bylaw, as may be amended from time to time.
- 7.9 Notwithstanding any other provision of this Agreement, the Developer may, at any time, make a request to Council to discharge, in whole or in part, this Agreement. If Council grants the request the appropriate zoning pursuant to the Municipal Planning Strategy and Land Use Bylaw, as may be amended from time to time, will apply to any part(s) of the Agreement discharged.

Discharge of Agreement

- 7.10 If the Developer fails to complete the development after 15 years from the date of registration of this Agreement at the Registry of Deeds or Land Registration Office, Council may review this Agreement, in whole or in part, and may:
 - a. retain the agreement in its present form;
 - b. negotiate a new Agreement; or
 - c. discharge this Agreement.

PART 8: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

Enforcement

- 8.1 The Developer agrees that any officer appointed by the Municipality to enforce this Agreement shall be granted access onto the Lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees that, upon receiving written notification from an officer of the Municipality to inspect the interior of any building located on the Lands, the Developer agrees to allow for such an inspection during any reasonable hour within twenty-four hours of receiving such a request.

Failure to Comply

- 8.2 If the Developer fails to observe or perform any conditions of this Agreement after the Municipality has given the Developer 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 injunctive 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 Lands and perform any of the covenants contained in this agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Municipal Government Act;
 - 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 Lands shall conform to the provisions of the Land Use Bylaw;
 - d. Where trees or other vegetation are removed in contravention to the requirements of this Agreement, the Development Officer shall direct that a site rehabilitation plan be prepared with measures including but not limited to, the replanting of trees or vegetation of a similar size, age, and appearance within the disturbed area. The property owner shall pay all expenses associated with preparing and undertaking the replanting; and
 - e. In addition to the above remedies, the Municipality reserves the right to pursue any other remedy under the Municipal Government Act or Common Law in order to ensure compliance with this agreement.

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

FH Development Group Inc.
Developer

Witness

FH Development Group Inc.

MUNICIPALITY OF EAST HANTS
Municipality

Witness

Kim Ramsay
Chief Administrative Officer & Municipal Clerk

Province of Nova Scotia, County of Halifax

On this ____ day of _____, 2022,
before me the, subscriber personally came
and appeared _____,
a subscribing witness to the foregoing
agreement, who having been by me duly
sworn, made oath and said that the
Developer, one of the parties thereto, signed,
sealed and delivered the same in his/her
presence.

A Commissioner of the Supreme
Court of Nova Scotia

Province of Nova Scotia, County of Hants.

On this ____ day of _____, 2022,
before me, the subscriber personally came and
appeared _____, a
subscribing witness to the foregoing agreement,
who having been by me duly sworn, made oath
and said that Kim Ramsay, CAO & Municipal
Clerk, signing authority for the Municipality of
East Hants, one of the parties thereto, signed,
sealed and delivered the same in his/her
presence.

A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE A

Description of Property

PID 45083581

Parcel Description

ALL THAT certain lot, piece or parcel of land situate, lying and being at Elmsdale, in the County of Hants and Province of Nova Scotia, and being more particularly bounded and described as follows:

BEGINNING on the Southwestern boundary line of lands owned or occupied by Robert Miller, at that point thereon at which the Southwestern boundary line is intersected by the Northwestern boundary line of that lot conveyed by Edward G. MacMillan to Walter MacPhee by Deed bearing the date the 21st day of June, 1947 and recorded in the office for the Registry of Deeds at Windsor, in Book 179, at Page 125;

THENCE to run North 43 degrees West along the said Southwestern boundary line of lands, now or formerly owned or occupied by Robert Miller, 47 chains, more or less, unto the Southern boundary line of lands, formerly granted by the Crown to one Charles Boggs;

THENCE to run Southwestwardly along the Southern boundary line of the last named lands 9 chains and 80 links, more or less, unto the intersection herewith of the Northeastern boundary line of lands formerly owned by J.H. Logan, now or formerly owned or occupied by Vernon MacPhee;

THENCE to run Southeastwardly along the said Northeastern boundary line of the last named lands, unto the intersection therewith of the Northwestern boundary line of that lot conveyed by Edward G. MacMillan to Merlin R. Thompson by Deed bearing the date the 18th day of April, 1947 and registered at the office of the Registry of Deeds, Windsor, in Book 179 at Page 617;

THENCE to run North 59 degrees and 15 minutes East along the said Northwestern boundary line of the last named lands 390 feet, more or less, unto the most Northwardly angle thereof;

THENCE to run South 24 degrees and 45 minutes East along the Northeastern boundary line of the lands conveyed as aforesaid by Edward G. MacMillan to Merlin Thompson, 200 feet unto a large Pine Tree marking the most Westwardly angle of lands formerly owned by the late John Richards, unto the most Northwardly angle thereof;

THENCE to run Southeastwardly along the Northeastern boundary line of the last named lands, following the said Richards boundary line along the Tannery Brook and/or formerly Tannery Pond, so called, unto the Northwestern boundary line of the paved public Highway leading from Halifax to Truro;

THENCE to run Northeastwardly along the said Highway boundary unto the Southwestern angle of lands conveyed by the Heirs of Emily May Horne to Mary E. MacDonald by Deed bearing date the 9th day of April, 1940 and registered in the office of the Registrar of Deeds at Windsor in Book 164 at Page 309;

THENCE to run Northwestwardly along the Southwestern boundary line of lands conveyed by Edward G. MacMillan to Mrs. Cora Keyes and Ira Keyes and to Aubrey MacMillan by Deed dated September 13, 1950, 250 feet, more or less, unto the most Westwardly angle of the said lands conveyed to Aubrey MacMillan;

THENCE to run North 300 degrees East along the Western boundary line of the last named lands 65 feet, more or less, unto the Northwestern angle thereof;

THENCE to run North 60 degrees East along the Northwestern boundary line of the said lands conveyed to Aubrey MacMillan, two hundred feet unto the most Northwardly angle thereof;

THENCE to run South 28 degrees East along the Northeastern boundary line of the said lands conveyed to Aubrey MacMillan to Mrs. Cora Keyes and Ira Keyes, 205 feet unto the most Northwardly angle of the said lands conveyed by Heirs of Emily May Horne to Mary E. MacDonald;

THENCE to run South 28 degrees East along the Northeastern boundary line of the last named lands 127 feet, more or less, unto the said Northwestern boundary line of the Paved Public Highway leading from Halifax to Truro;

THENCE to run Northeastwardly along the said Highway boundary 20 feet, more or less, unto the Southwestern boundary line of lands owned by Mrs. Annie Nelson;

THENCE to run Northwestwardly along the Southwestern boundary line of the last named lands and along the Southwestern boundary line of land conveyed as aforesaid to Walter MacPhee, 367 feet, more or less, unto the most Westwardly angle thereof;

THENCE to run Northeastwardly along the Northwestern boundary line of the last named lands 185 feet, more or less unto the place of beginning.

SAVING AND EXCEPTING all those lands as described in a Deed between Ira Keyes & Cora Keyes and Phyllis MacMillan dated October 23, 1981 and recorded at the Registry of Deeds Windsor at Book 430 Page 74, on November 6, 1981.

FURTHER SAVING AND EXCEPTING all those lands as described in a Deed between Ira Perley Keyes and Perley E.C. Keyes dated February 26, 1981 and recorded at the Registry of Deeds Windsor at Book 419 Page 904, on March 6, 1981.

FURTHER SAVING AND EXCEPTING all those lands as described in a Deed between Ira P. Keyes and Cora Keyes and Randy Gould and Sharon Gould dated October 5th, 1979 and recorded at the Registry of Deeds Windsor at Book 402 Page 715, on October 16, 1979.

FURTHER SAVING AND EXCEPTING all those lands as described in a Deed between Ira R. Keyes and Cora Keyes and Her Majesty the Queen dated May 18, 1965 and recorded at the Registry of Deeds Windsor at Book 250, Page 365, on June 29, 1965.

FURTHER SAVING AND EXCEPTING all those lands as described in a Deed between Ira Keyes and Cora Keyes and Russell G. MacMillan dated July 23, 1959 and recorded at the Registry of Deeds Windsor at Book 220 Page 563, on July 23, 1959.

FURTHER SAVING AND EXCEPTING all those lands to the West of the Eastern boundary of the Highway No. 102.

TOGETHER WITH AN EASEMENT for ingress and egress and all lawful purposes and more particularly described in a Deed between David MacMillan and Lorrain MacMillan and Ira P. Keyes dated the 11th day of August, 1979 and recorded at the Registry of Deeds, Windsor at Book 400 Page 198.

TOGETHER WITH AN EASEMENT for ingress and egress and all lawful purposes and more particularly described in a Deed between Phyllis MacMillan and Ira P. Keyes dated the 11th day of August, 1979 and recorded at the Registry of Deeds, Windsor at Book 400 Page 201.

SUBJECT TO AN EASEMENT between Ira Keys and Cora Keyes and Ralph Rice and Janice Rice and more particularly described in a Deed dated June 14, 1985 and recorded at the Registry of Deeds Windsor at Book 498 Page 798 on July 3, 1985.

SUBJECT TO AN EASEMENT between Ira Keyes and Cora Keyes and Municipality of East Hants and more particularly described in a Deed dated January 14, 1971 and recorded at the Registry of Deeds Windsor at Book 284 Page 699 on January 29, 1971.

SAVING and EXCEPTING LOT A as shown in registered Plan No. 103406139 at the Land Registration Office for Hants County.

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

Compliance:

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

Registration District: HANTS COUNTY

Registration Year: 2013

Plan or Document Number: 103406139

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

PID 45244225

Parcel Description

Designation of Parcel on Plan - Lot 94-ABC

Title of Plan - Plan of Subdivision Showing Lot 94-ABC: Consolidation of Lot 94, Parcel A & Parcel B of Lands of Stephen C. Brewer & Cicily K. Brewer & Parcel C of Lands of D.M.L.P. Holdings Limited

Date and surveyor - Plan dated January 7, 1994 and certified by Emerson C. Keen, N.S.L.S.

Place Name - Elmsdale

Municipality - East Hants

Date of municipal approval - May 2, 1994

Registration County - Hants

Registration Number of Plan - 7070

Excepted Lot 1-D

SAVING AND EXCEPTING Lot 1-D shown on plan entitled Plan of Subdivision Showing Lot 1-D: Consolidation of Lot 1, Lands of John Trevor Williams & Jennifer Diane Williams and Parcel D, Lands of Stephen C. Brewer & Cicily K. Brewer; said plan dated April 26, 1995, certified by Emerson C. Keen, N.S.L.S., approved by the Municipality of East Hants on May 8, 1995 and filed as Plan 7377.

Sewer Easement

SUBJECT TO a sewer easement to the Municipality of East Hants. The location and terms of the easement are described in the easement registered Book 722 Page 719. The location of Easement LS (Lift Station) is shown on Inset B of Plan 7070.

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

Compliance:

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

Registration District: HANTS COUNTY

Registration Year: 1995

Plan or Document Number: 7377

PID 45084399

Parcel Description

Remainder Lot 85-1

ALL that lot of land situate at Elmsdale, in the County of Hants, Province of Nova Scotia, shown as Lot 85-1 on plan entitled Plan Showing Subdivision of Lands of Lorna M. Johnson and dated April 24, 1985 by E.C. Keen, N.S.L.S., the said lot of land being more particularly bounded and described as follows:

BEGINNING AT A SURVEY MARKER SET ON THE South East boundary line of Nova Scotia Highway 102 and on the South boundary line of lands of Lorna M. Johnson, the said marker being distant 182.586 meters on a bearing of North 47 degrees 47 minutes 03 seconds East from Nova Scotia Control Monument 9627.

THENCE North Easterly a distance of 361.586 meters along the curvature of the said Highway

boundary having a radius of 1776.862 meters, to the end of said curve.
 THENCE North 32 degrees 03 minutes 28 seconds East, a distance of 30.927 meters along the said Highway boundary to a survey marker.
 THENCE South 56 degrees 44 minutes 13 seconds East, a distance of 239.067 meters along lands of the Colchester-East Hants Amalgamated School Board to a survey marker.
 THENCE South 56 degrees 50 minutes 26 seconds East, a distance of 103.388 meters along subdivision of lands of Alan Roulston to an iron bar.
 THENCE South 30 degrees 06 minutes 39 seconds West, a distance of 78.087 meters along lands of John Keefe to an iron bar.
 THENCE South 29 degrees 58 minutes 40 seconds West, a distance of 70.491 meters along lands of Zany Co-operative Housing Limited and also along lands of Randall A. White and Mary E. White to an Iron bar.
 THENCE South 82 degrees 40 minutes 19 seconds West, a distance of 45.741 meters along the said White lot to a survey marker.
 THENCE South 14 degrees 24 minutes 09 seconds East, a distance of 47.348 along the said White lot to a survey marker.
 THENCE South 14 degrees 19 minutes 09 seconds East, a distance of 139.914 meters along lands of John Burris and also along lands of Lorna M. Johnson to a survey marker.
 THENCE North 66 degrees 52 minutes 39 seconds West, a distance of 490.631 meters along lands of Stephen C. Brewer and Cicily K. Brewer to the point of beginning.
 Said lot of land containing 131,168.942 square meters.
 All bearings referable to Grid North.

SAVING AND EXCEPTING Lot 1, Lot 2, Lot 28 & Lot 31 as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 5753.

SAVING AND EXCEPTING Pinehill Drive, Lorna Court, Beech Street and Parcel C 6.096 m Drainage Conveyance as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 5753.

SAVING AND EXCEPTING Lot 29 as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 5911.

SAVING AND EXCEPTING Lot 30 and Walkway as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 6777.

SAVING AND EXCEPTING Lot 12, Lot 13, Lot 14 & Lot 15 and Lot 11 (Lot 11 having received implied approval as remainder lot on Plan 6783) as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 6783.

SAVING AND EXCEPTING Parcel D shown as 6.096 m Drainage Conveyance for Environmental Ditch on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 6783.

SAVING AND EXCEPTING Parcel C as shown on a plan entitled Plan of Subdivision Showing Lot 94-ABC: Consolidation of Lot 94, Parcel A & Parcel B of Lands of Stephen C. Brewer and Cicily K. Brewer & Parcel C of Lands of D.M.L.P. Holdings Ltd., said plan prepared by E.C. Keen, N.S.L.S., approved on May 2, 1994 and filed at the Hants Registry of Deeds as Plan 7070.

SAVING AND EXCEPTING Lot 6, Lot 7, Lot 8, Lot 20, Lot 21 & Lot 22 as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 7368.

SAVING AND EXCEPTING Lot 4, Lot 16, Lot 17 & Lot 18 as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 7572.

SAVING AND EXCEPTING Lot 5, Lot 9, Lot 10 and Lot 32 (Lot 32 and Lot 10 having received implied approval as remainder lots on Plan 7710) as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan

7710.

SAVING AND EXCEPTING Lot 19 as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 7773.

SAVING AND EXCEPTING Lot 26 as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 7864.

SAVING AND EXCEPTING Lot 3 as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 7888.

SAVING AND EXCEPTING Lot 25 as shown on Plan Showing Phase A of Pinegrove Estates, Subdivision of Lands of DMLP Holdings Limited, said plan filed at the Hants Registry of Deeds as Plan 7926.

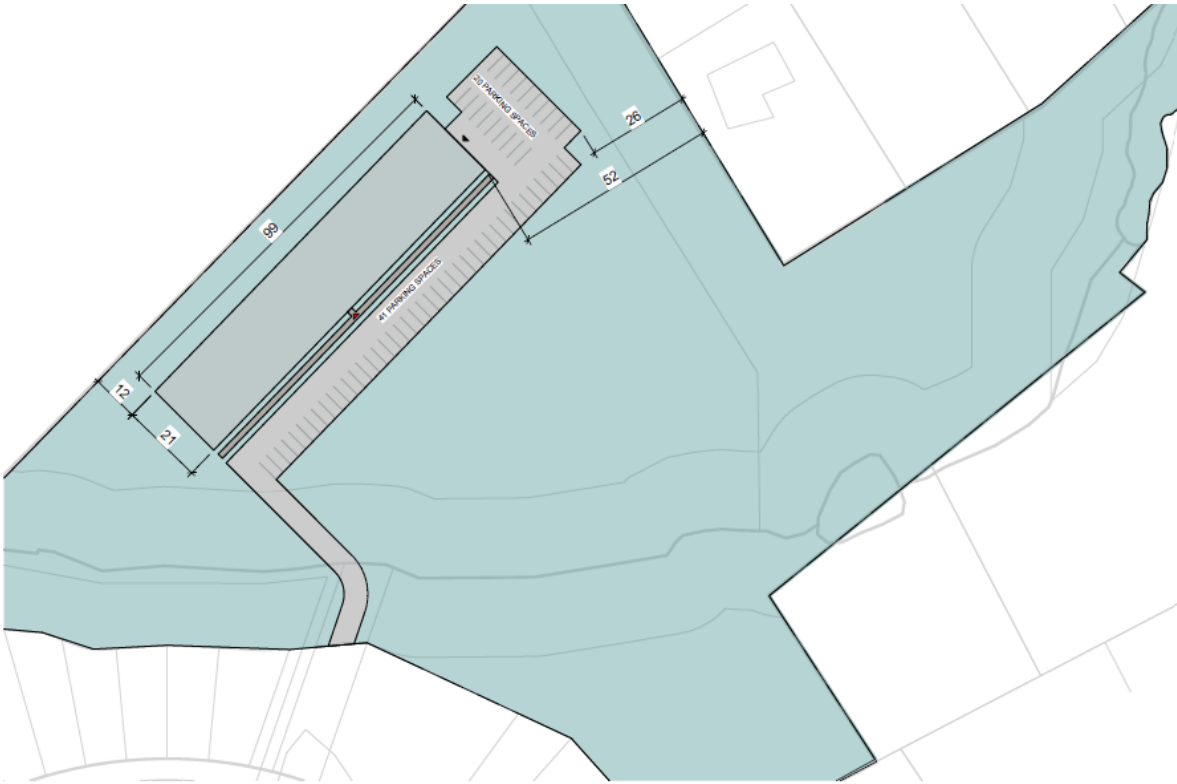
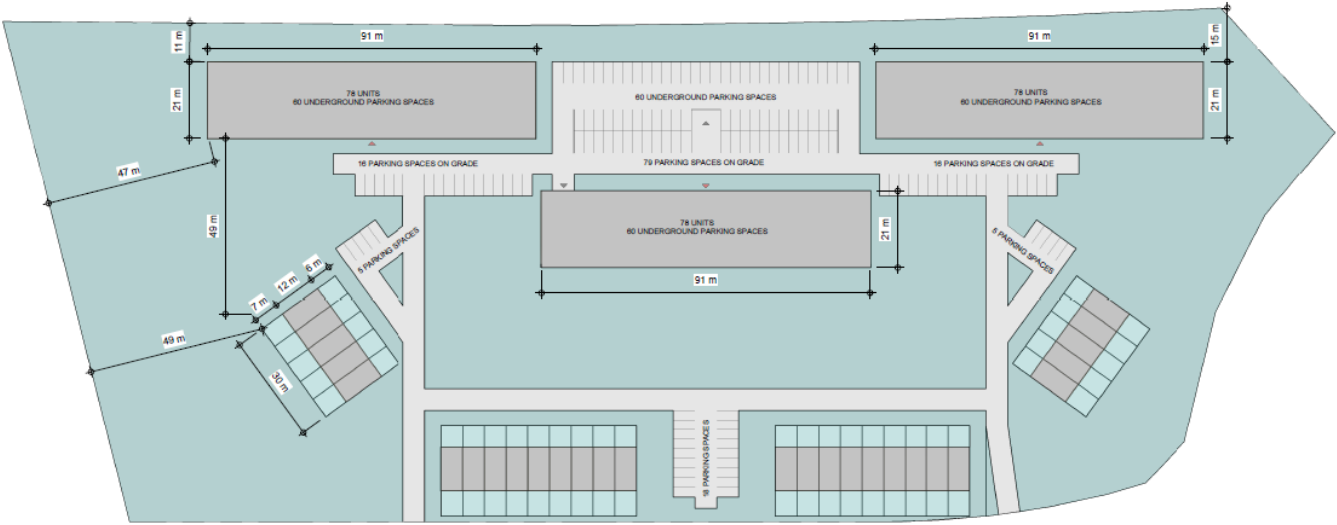
MGA COMPLIANCE: The remainder of Lot 85-1 received implied municipal approval as the remainder on the approval of the last lot created.

SCHEDULE B

Concept Plan

SCHEDULE D

Multi-Unit Residential Site Plans



SCHEDULE E

Architectural Design Criteria

- a. Single Unit Dwellings:
 - i. Width to Length Ratio for Residential Buildings, of the Land Use Bylaw, applies to single unit dwellings.
 - ii. Attached garages shall not extend more than 0.6 m from any other façade element of the building.
- b. Two Unit Dwellings:
 - i. Attached garages shall not extend more than 0.6 m from any other façade element of the building.
- c. Townhouse Dwellings:
 - i. Attached garages shall not extend more than 0.6 m from any other façade element of the building.
 - ii. Buildings shall be sited with the front façade facing the public street.
 - iii. Architectural detailing per unit is required, which could be with projections, recesses, varied rooflines, chimneys, windows, frieze boards, sill/corner boards, entrances, balconies and/or porches. At least one architectural projection per unit is required.
 - iv. Buildings shall include windows, doors, where appropriate, and other façade details on the flanking wall at the end of a building block comparable in composition and quality with the main building façade.
 - v. No structures shall be wrapped completely in vinyl siding.
 - vi. A backyard for at grade townhouse units shall be designed to provide an entrance to only one unit, have access to sunlight, and provide functional outdoor space with greater than 2.5 m in horizontal depth and a minimum area of 12 m² per unit.
 - vii. A patio or balcony for above grade townhouse units shall be designed to provide an entrance to only one unit, have access to sunlight and shall have a minimum area of 4.5 m² per unit.
 - viii. Windows and doors shall be well proportioned for the townhouse unit. The minimum street-facing façade transparency shall be 25%.
 - ix. Townhouse buildings shall have their front entrance onto the street. For Stacked Townhouse buildings, ground floor units shall have their front entrance onto the street; where rear laneway/parking is provided a walkway connection to the sidewalk shall be provided for each unit.
- d. Cluster Townhouses:
 - i. No structures shall be wrapped completely in vinyl siding.
 - ii. Pedestrian walkways shall be provided from the public street to the main entrance of all of the cluster townhouse units. Such walkways shall be a minimum of 1.5 m in width.
- e. Multiple Unit Residential Buildings:
 - i. Architectural detailing including, but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, sill/corner boards, frieze, fascia boards, shall be incorporated on all façades of the building.
 - ii. No structures shall be wrapped completely in vinyl siding.

- iii. Propane tanks and electrical transformers and all other exterior utility boxes shall be located and secured in accordance with the applicable approval agencies. These facilities shall be screened by means of opaque fencing, structural walls or view obstructing landscaping.
- iv. Exposed underground parking shall not exceed 1.2 m above the established grade of the ground. An artificial embankment shall not be used to artificially raise the established grade of the land.
- v. Pedestrian walkways shall be provided from the public street to the main entrance of all of the multiple unit dwelling. Such walkways shall be a minimum of 1.5 m in width.
- vi. Multiple unit dwellings with greater than 24 units shall include a minimum of 2 m² of common indoor amenity space per dwelling unit. Common indoor amenity space may include, but is not limited to recreation rooms, libraries, exercise rooms and swimming pools.
- vii. Each dwelling unit shall have an exterior patio or balcony with a minimum depth of 1.53 m and a minimum area of 4.65 m².
- viii. All disturbed areas surrounding multiple unit buildings shall be landscaped with grass or perennial ground cover and trees shall be planted to provide shade for pedestrians and to reduce the heat island affect in exterior parking lots. Vegetation and trees native to Nova Scotia shall be used where possible to promote healthy ecosystems and natural habitats.