



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

Draft Development Agreement

Between:

FH Development Group Inc.

And

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

To permit a mixed-use master planned development, including a mixture of residential, commercial and open space uses on lands located along Highway 2, Milford, Nova Scotia and identified as PID 45089802.

Original agreement approved by Municipal Council on the ____ day of _____, 2024.

Signed and entered into this ____ day of _____, 2024.

This Agreement made this ____ day of _____, 2024.

BETWEEN:

FH DEVELOPMENT GROUP INC. of Halifax, 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 Highway 102 and Highway 2 in Milford, referenced by PID 45089802 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 and zone known as the Walkable Comprehensive Development District (WCDD) and all developments within this designation and zone are only permitted by development agreement;

AND WHEREAS the **DEVELOPER** has requested that the **MUNICIPALITY** enter into a development agreement to allow for a residential and commercial subdivision on the **LANDS** pursuant to the provisions of the *Municipal Government Act*, and the *Municipal Planning Strategy Policies* UD36, UD37, UD38, UD41, UD45, IM28, and IM29, 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 ___ day of _____, 2024, approved the **DEVELOPER’S** request to enter into a development agreement to permit the development of a mixed-use master-planned development, including a mixture of residential, commercial and 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 mixed-use 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. semi-detached dwellings;
 - iii. stacked townhouse dwellings;
 - iv. cluster townhouse dwellings;
 - v. on-street townhouses;
 - vi. multiple unit dwellings;
 - vii. local commercial uses as per Schedule “E”;
 - viii. highway commercial uses as per Schedule “E”;
 - ix. mixed-use buildings with local commercial uses and multiple-unit dwellings;
 - x. parkland and open space;
 - xi. conservation land uses;
 - xii. utility uses;
 - xiii. home-based business uses as per the General Provisions for all Residential Neighbourhood Zones of the East Hants Land Use Bylaw; and
 - xiv. uses accessory to the foregoing residential uses as per the general provisions of the Land Use Bylaw, except where otherwise indicated by this development agreement.
 - c. The maximum number of dwelling unit types for each land use area shall not exceed the following:
 - i. Single Unit Dwellings 375 units;
 - ii. Semi-detached Dwellings 164 units;
 - iii. Townhouse Dwellings (including MD Site A) 232 units; and
 - iv. Multiple Unit Dwellings (HD Site C, HD Site E, and HD Site F) 690 units.
- 1.2 Except where specifically stated otherwise in this Agreement, all provisions of the Municipal Land Use Bylaw and Subdivision Bylaw for the Municipality of East Hants, as amended, shall apply to this development.
- 1.3 All words unless otherwise specifically defined herein shall be as defined in the Municipal Land Use Bylaw and Subdivision Bylaw for the Municipality of East Hants, as amended. Definitions specific to the Agreement are as follows:

Conservation Land - areas of land identified on the concept plan as Conservation Land, to be maintained for conservation purposes, no permanent structures shall be located on conservation land except for structures related to Municipal Infrastructure.

Highway Commercial - commercial uses identified in accordance with Schedule “E”.

Local Commercial - commercial uses identified in accordance with Schedule “E”.

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.

Municipal Standards - refers to standards adopted by East Hants Council for the design and construction of Municipal infrastructure.

On-Street Townhouses - blocks of attached units that are oriented to the public street.

Podium Townhouses - townhouse units that are located at the ground floor of a taller residential building.

Parkland - areas of land identified on the concept plan intended through design and function to provide opportunities for either active or passive recreational pursuits.

Semi-Detached Dwelling - means a vertically divided building consisting of 2 dwelling units sharing a common wall where each unit has its own dedicated exterior entrance and where each unit is designed to exist independently if subdivided.

Stacked Townhouses - blocks of attached units which are stacked one above the other. These units may be oriented to the street, but may also have units that face the rear of the lot, depending on how they are configured.

PART 2: DETAILED PROVISIONS FOR LAND USE

Land Use Requirements

Single Unit Dwellings

- 2.1 Single unit dwellings shall be permitted in the Single Family Dwellings Area, as shown on Schedule "B". No subdivision approval or development permit shall be granted for any single unit dwelling development except in accordance with the following provisions:
- a. Minimum lot frontage: 10.4 m
 - b. Minimum lot area: 316 m²
 - c. Minimum front yard: 5 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 Section 2.19
 - 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.
 - 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 front property line. Driveways shall be of sufficient length to ensure that parked vehicles do not overhang the adjacent sidewalk. Driveway lengths are to be agreed with the Municipal Engineer.
 - l. Lots with a lot frontage of equal to or greater than 16 m may contain an accessory dwelling unit in accordance with the Accessory Dwelling Unit provisions of the Land Use Bylaw. One additional parking space shall be provided for the accessory dwelling unit.
 - m. The development conforms to the architectural design criteria for single unit dwellings under Schedule "F".

Semi-Detached Dwellings

- 2.2 Semi-detached dwellings shall be permitted in the Semi-Detached Dwellings Area, as shown on Schedule "B". No subdivision approval or development permit shall be granted for any semi-detached dwelling development 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: 5 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 Section 2.19
 - 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.
 - 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 front property line. Driveways shall be of sufficient length to ensure that parked vehicles do not overhang the adjacent sidewalk. Driveway lengths are to be agreed with the Municipal Engineer.
 - 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. The development conforms to the architectural design criteria for semi-detached dwellings under Schedule "F".

On-Street Townhouse Dwellings

- 2.3 On-street townhouse dwellings shall be permitted in the Townhouses Area, as shown on Schedule “B”. No subdivision approval or development permit shall be granted for any on-street townhouse dwelling development except in accordance with the following provisions:
- a. Minimum lot frontage: 6 m per dwelling unit
 - b. Minimum lot area: 150 m² per dwelling unit
 - c. Minimum front yard: 5 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: 8 m
 - h. Maximum building height: 11 m
 - i. Maximum number of joined on-street townhouse dwelling units: 6
 - j. Maximum driveway width: 3.1 m unless there is no garage than the driveway shall be a maximum of 5.6 m.
 - k. For townhouse units that are between 6 m to 8 m wide the maximum garage door width shall be 3.1 m. For townhouse units wider than 8 m the maximum garage door width shall be 4 m.
 - l. 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 front property 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 front property line. Driveways shall be of sufficient length to ensure that parked vehicles do not overhang the adjacent sidewalk. Driveway lengths are to be agreed with the Municipal Engineer.
 - m. Townhouse units shall have paired/twinned driveways. One apron 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.
 - n. Where possible, driveways shall be paired/twinned with a decorative strip between driveways.
 - o. The Development Officer may waive the requirement to pair townhouse driveways if design constraints limit the feasibility of pairing driveways including, but not limited to, the placement of services and utilities, grade changes, the curvature of the road or an uneven number of dwellings.
 - p. Amenity space requirements shall comply with the amenity space requirements for townhouse developments in the Land Use Bylaw.
 - q. The development shall conform to the architectural design criteria for townhouses under Schedule “F”.

Cluster Townhouses or Stacked Townhouses

- 2.4 Cluster townhouses or stacked townhouses shall be permitted on MD Site A, as shown on Schedule “B”, where each unit is not on an individual lot. No subdivision approval or development permit shall be granted for any cluster townhouse or stacked townhouse development except in accordance with the following provisions:
- a. Minimum lot frontage: 18 m
 - b. Minimum lot area: 270 m² per dwelling unit
 - c. Minimum front yard: 5 m
 - d. Minimum rear yard: 6 m
 - e. Minimum side yard: 6 m
 - f. Minimum flankage yard: 5 m
 - g. Minimum separation between buildings: 8 m
 - h. Maximum building height: 11 m
 - i. Maximum lot coverage: 40%
 - j. Maximum number of cluster townhouse dwelling units per building: 6
 - k. Maximum number of stacked townhouse dwelling units per building: 8
 - l. For townhouse units that are between 6 m to 8 m wide the maximum garage door width shall be 3.1 m. For townhouse units wider than 8 m the maximum garage door width shall be 4 m.
 - m. Parking areas shall be designed and constructed in accordance with Parking Requirements of the Land Use Bylaw and Bicycle Parking Requirements.
 - n. Amenity space requirements shall comply with the amenity space requirements for townhouse developments in the Land Use Bylaw.
 - o. The development shall conform to the architectural design criteria for townhouses under Schedule “F”.

Multiple Unit Dwellings or Podium Townhouses

- 2.5 Multiple unit dwellings or podium townhouses shall be permitted in area HD Site C and HD Site E, as shown on Schedule "B". No subdivision approval or development permit shall be granted for any multiple unit dwelling or podium townhouse development except in accordance with the following provisions:
- a. Minimum lot frontage: 30 m
 - b. Minimum lot area: 3000 m²
 - c. Minimum front yard: 5 m
 - d. Minimum side or rear yard: 7 m
 - e. Minimum flankage yard: 5 m
 - f. Maximum lot coverage: 50%
 - g. Maximum building height: 6 habitable storeys
 - h. Maximum ground floor finish level: 0.5 m above the established grade
 - i. Where two or more multiple unit dwellings or podium townhouses, or a combination of both, are located on the same lot the minimum distance between the buildings shall be 11 m.
 - j. Buildings shall be located to frame the edges of the street.
 - k. Parking areas shall be designed and constructed in accordance with Parking Requirements of the Land Use Bylaw and Bicycle Parking Requirements.
 - l. No parking shall be permitted between the street and the building front. Parking lots shall be located to the rear or sideyard of the buildings.
 - m. Main entrances shall be located to face the street, Entrances shall be connected to the sidewalk or road curb with a minimum 1.8 m width walkway constructed of concrete, set natural stone, or pavers.
 - n. Amenity space shall be required in accordance with the Amenity Area Requirements of the Land Use Bylaw.
 - o. The development shall conform to the architectural design criteria for Multiple Unit Dwellings or Podium Townhouses under Schedule "F".
 - p. Multiple unit dwelling uses may include Seniors Residential Complexes or Residential Care Facilities.
 - q. Notwithstanding Section 2.5 (g) 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 staircases or staircase enclosures, and solar collectors.

HD Site F

- 2.6 Mixed-use buildings, commercial buildings, or multiple unit dwellings shall be permitted as part of HD Site F, as shown on Schedule "B". No subdivision approval or development permit shall be granted for any mixed-use building, commercial building, multiple unit dwelling except in accordance with the following provisions:
- a. Minimum lot frontage: 22 m
 - b. Minimum lot area: 700 m²
 - c. Minimum front yard: 5 m
 - d. Maximum front yard: 10 m
 - e. Minimum side yard: 7 m
 - f. Minimum rear yard: 7 m
 - g. Maximum ground floor finish level: 0.5 m above the established grade
 - h. Building height: Minimum of 2 habitable storeys and maximum of 6 habitable storeys.
 - i. Local commercial uses permitted in accordance with Schedule "E".
 - j. No parking shall be permitted between the street and the building front. Parking lots shall be located to the rear or sideyard of the buildings.
 - k. Buildings shall be located to frame the edges of the streets and shall be located to provide opportunities for high-quality landscaped commercial and mixed-use properties.
 - l. Main entrances shall be located to face the street, entrances shall be connected to the sidewalk or road curb with a minimum 1.8 m width walkway constructed of concrete, set natural stone, or pavers.
 - m. Amenity space shall be required in accordance with the Amenity Area Requirements of the Land Use Bylaw.
 - n. The development shall conform to the architectural design criteria for the Mixed-Use area, in accordance with Schedule "F".
 - o. Notwithstanding Section 2.6 (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 staircases or staircase enclosures, and solar collectors.

COMM Site B

- 2.7 Local commercial uses shall be permitted as part of COMM Site B, as shown on Schedule “B”, and in accordance with Schedule “E”. No subdivision approval or development permit shall be granted for any building except in accordance with the following provisions:
- a. Minimum lot frontage: 22 m
 - b. Minimum lot area: 700 m²
 - c. Minimum front yard: 5 m
 - d. Minimum flankage yard: 5 m
 - e. Minimum side yard: 5 m
 - f. Minimum rear yard: 5 m
 - g. Maximum ground floor finish level: 0.5 m above the established grade
 - h. Building height: Minimum of 2 storeys maximum of 11 m.
 - i. Buildings shall be located to frame the edges of the streets and shall be located to provide opportunities for high-quality landscaped commercial and mixed-use properties.
 - j. Main entrances shall be located to face the street, entrances shall be connected to the sidewalk or road curb with a minimum 1.8 m width walkway constructed of concrete, set natural stone, or pavers.
 - k. No parking shall be permitted between the street and the building front. Parking lots shall be located to the rear or sideyard of the buildings.
 - l. Common parking areas shall be designed and constructed in accordance with Parking Requirements of the Land Use Bylaw and Bicycle Parking Requirements.
 - m. The development shall conform to the architectural design criteria for the Mixed-Use Buildings and Commercial Buildings, in accordance with Schedule “F”.

COMM Site D

- 2.8 Local commercial uses and highway commercial uses shall be permitted as part of COMM Site D, as shown on Schedule “B”, and in accordance with Schedule “E”. No subdivision approval or development permit shall be granted for any building except in accordance with the following provisions:
- n. Minimum lot frontage: 22 m
 - o. Minimum lot area: 700 m²
 - p. Minimum front yard: 5 m
 - q. Minimum flankage yard: 5 m
 - r. Minimum side yard: 5 m
 - s. Minimum rear yard: 5 m
 - t. Maximum ground floor finish level: 0.5 m above the established grade
 - u. Building height: 11 m
 - v. Buildings shall be located to frame the edges of the streets and shall be located to provide opportunities for high-quality landscaped commercial and mixed-use properties.
 - w. Main entrances shall be located to face the street, entrances shall be connected to the sidewalk or road curb with a minimum 1.8 m width walkway constructed of concrete, set natural stone, or pavers.
 - x. Common parking areas shall be designed and constructed in accordance with Parking Requirements of the Land Use Bylaw and Bicycle Parking Requirements.
 - y. The development shall conform to the architectural design criteria for COMM Site D, in accordance with Schedule “F”.

Parkland

- 2.9 No subdivision approval or development permit shall be granted for any parkland use except in accordance with the following provisions:
- a. Minimum lot frontage for P1A: 165 m
 - b. Minimum lot area for P1A: 4,932 m²
 - c. Minimum lot frontage for P2A: 132 m
 - d. Minimum lot area for P2A: 4,002 m²
 - e. Minimum lot frontage for P3A: 44 m
 - f. Minimum lot area for P3A: 2,520 m²
 - g. Minimum width of Barney’s Brook Trail right-of-way: 30 m - unless topographical constraints require that the width of the trail be varied. Variation of the Barney’s Brook Trail right-of-way width shall be approved by the Development Officer.

- h. The development conforms to the Parkland uses under Section 2.16 to 2.18.

Site Lighting

- 2.10 Lighting shall be directed to driveways, parking areas, loading areas, building entrances and walkways and shall be arranged so as to divert the light away from streets, adjacent lots and buildings.
- 2.11 Security lighting for multiple unit dwellings and commercial areas shall be directed to all walkways and parking areas. All exterior lighting shall be directed downwards with luminaries shielded to prevent unnecessary glare.
- 2.12 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

- 2.13 Except where specifically stated otherwise in this Agreement, all signage provisions of the Municipal Land Use Bylaw, as amended, shall apply to this development.
- 2.14 Notwithstanding 2.13, ground signs located as part of Comm Site D, Comm Site B, and HD Site F shall be permitted in accordance with the following provisions:
 Single Premise Ground Sign:
 a. Maximum height: 3.2 m
 b. Maximum area: 3 m²

 Multiple Premise Ground Sign:
 a. Maximum height: 4 m
 b. Maximum area: 4 m²
- 2.15 One (1) ground sign for the community name shall be permitted, in conformance with the following requirements:
 a. A sign shall be permitted at the entrance to the Lands from Highway 2. The sign shall be located on the Lands and the specific location of such a sign is subject to approval by the Development Officer;
 b. The height of the sign shall not exceed 4.6 m inclusive of support structures;
 c. The face area of the sign shall not exceed 4.7 m²;
 d. The face area of the sign shall be constructed of natural materials such as wood or stone;
 e. The supports of the sign shall be constructed of wood, stone or metal;
 f. Illumination of the sign shall include only down-pointing, full cut-off fixtures;
 g. Ornamental plants may be planted and maintained by the Developer around the base of the sign; and
 h. If the sign is located within the public right of way, an agreement with the Municipality shall be required.

Parkland

- 2.16 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 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.
- 2.17 The Developer shall provide the following, as shown on Schedule B:

	Approximate Park Area	Required Work within Park	Phase to Deed Parkland to the Municipality (Upon final plan of Subdivision)
Barney's Brook Trail	Approximately 750 m in length and 30 m wide from the high water mark of Barney's Brook.	Leave natural - no vegetation removed	Phase 3
Park P1A	4,932 m ²	Site preparation - cleared and leveled in consultation with Municipal Parks, Recreation and Culture	Phase 1

		(The site does not have to be cleared and leveled until Phase 1 is being developed)	
Park P2A	4,002 m ²	Site preparation - cleared and leveled in consultation with Municipal Parks, Recreation and Culture (The site does not have to be cleared and leveled until Phase 2 is being developed)	Phase 2
Park P3A	2,520 m ²	Site preparation - cleared and leveled in consultation with Municipal Parks, Recreation and Culture (The site does not have to be cleared and leveled until Phase 3 is being developed)	Phase 3

2.18 In addition to parkland dedication required under Section 2.17, the Developer shall also provide the Municipality with cash-in-lieu or work-in-kind equal to:

- 6.9% of the assessed value of proposed lots at time of endorsement of approval of a final plan of subdivision for Phase 1; and

- 7.65% of the assessed value of proposed lots at time of endorsement of approval of a final plan of subdivision for Phase 2.

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 and stormwater management ponds at time of request for final plan of subdivision. All cash-in-lieu accepted by the Municipality from the Developer shall be used for open space improvements within the development that directly benefit the residents of the Development.

The work-in-kind value amount shall be based on the cash-in-lieu value (as determined above) and the Developer shall provide the Municipality with a breakdown of the cost for completing the identified required work.

Encroachments

2.19 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.
- c. Encroachments shall not be permitted into the driveway.

PART 3: SUBDIVISION OF THE LANDS

3.1 All subdivision of the Lands shall meet the requirements of the 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 the entire phase of the development in accordance with the phasing boundaries on Schedule “B”;
- b. Applications for subdivision approval shall be submitted in the order of their sequence identified on the following chart:

Phase Sequence
1
2
3

- c. Final subdivision approval for a phase shall not be granted until final approval has been granted for the previous phase;
 - d. Tentative and final subdivision approval for Phase 1 shall not be granted until Nova Scotia 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, the Development Officer, in consultation with the Municipal Engineer, the Municipal department responsible for open space and Nova Scotia Public Works, may authorize the development of concurrent phases.
 - g. Where practical, subdivision phases shall include road layouts that eliminate the need for temporary turning areas.
- 3.3 Where any portion of a lot includes a non-disturbance area delineated pursuant to this Agreement, the non-disturbance area shall be shown on any tentative and final plan of subdivision and no development shall be permitted within the non-disturbance area.

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, Nova Scotia Environment and Climate Change, and Nova Scotia Public Works.
- 4.2 In Phase 1 no more than 100 dwelling units shall be serviced by a single public road access, except for HD Site C which may be serviced by an emergency access approved by the Municipality extending across Comm Site B to Highway 2. The emergency access shall be permitted in accordance with and subject to the following:
 - a) shall be granted by right-of-way easement;
 - b) shall be designed and constructed with approval from the Municipal Engineer. Apart from the access to Highway 2, which shall be designed and constructed with approval from Nova Scotia Public Works;
 - c) shall be maintained by the Developer during all seasons; and
 - d) access shall be controlled through a device that allows emergency access at all times of the day and without the requirement of a key, such as, but not limited to flexible bollards or an unlocked gate.

Off-Site Disturbance

- 4.3 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.

Site Preparation

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

Streets

- 4.5 Streets, sidewalks and walkways shall conform to the locations and alignments illustrated on Schedule “B” and in accordance with the following:

- a. The walkways shown on Schedule “B” and identified as P1B, P2B, P2C, P2D, P2E, P3B, and P3D, shall be required as part of the infrastructure requirements for pedestrian connectivity and shall not be counted as an open space contribution.
 - b. Walkways shall be constructed in accordance with Municipal standards.
- 4.6 Streets and sidewalks shall be built in accordance with the road cross-sections attached as Schedule “C”. All poles, hydrants and other related design elements shall be as per Municipal standards. Mountable curbs shall be permitted in consultation with the Municipal Engineer.
- 4.7 Street, parking, and traffic signs shall be supplied and installed by the Developer per Municipal standards.
- 4.8 Where any private driveway is proposed to service more than one building, no subdivision approvals shall be granted with lot frontage on the private driveway and a note shall be placed on the subdivision plan indicating that the Municipality does not own or maintain the private driveway.
- 4.9 Driveways shall be of sufficient length to ensure that parked vehicles do not overhang the adjacent sidewalk. Driveway lengths are to be agreed with the Municipal Engineer.
- 4.10 Unless otherwise stated within the Agreement, all subdivision phases must comply with the version of the Municipal Standards that is current at the time the subdivision application is submitted.

Street Trees

- 4.11 Street trees shall be planted on both sides of all streets identified on the concept plan attached as Schedule “B” and the street trees shall be planted in accordance with the Municipal Standards.

Nova Scotia Public Works Requirements

- 4.12 The Developer shall construct a new stop-controlled intersection and a northbound left turn auxiliary lane from Trunk 2 to the application site as identified in the Proposed East Milford Mixed Use Development Traffic Impact Study (Griffin Transportation Group Inc., June 2023) prior to the approval of Final Plan of Subdivision. The new intersection shall be located so as to ensure minimum stopping sight and intersection sight distances can be achieved.
- 4.13 The driveway for 1520 Highway 2, Lantz (PID 45089752) shall be closed and relocated to connect to Road A to eliminate turning conflicts with the new intersection.
- 4.14 The creation of ROW plans and acquisition of properties required for the interim and final intersection configuration are the responsibility of the Developer. Ownership of these lands will be transferred to Nova Scotia Public Works after the construction, commissioning, and approval of the intersection.
- 4.15 Commercial driveways with ingress/egress to Trunk 2 shall be constructed in accordance with the requirements of Nova Scotia Public Works.
- 4.16 The Commercial driveway access from Comm Site D shall be located so that a minimum corner clearance of 30 metres from Trunk 2 can be achieved. The driveway access shall be designed in accordance with the Municipal Road Access Standards.

Tree Retention

- 4.17 No trees shall be cut within conservation areas illustrated on Schedule “B” except as provided for by this Agreement to allow for the installation of Municipal services or to allow for the construction of trail or parkland facilities or as may otherwise be required for access or safety reasons. The Developer agrees to show conservation areas on any subdivision grading plan and any subdivision plan submitted for final approval with a note indicating that no trees are to be cut within these areas.

Water, Wastewater and Stormwater Systems

- 4.18 Municipal water, wastewater and stormwater systems shall conform to Municipal standards.

- 4.19 The Servicing Schematic has been submitted and is attached as Schedule “D”.
- 4.20 The Municipality does not guarantee any particular water pressure or flow to the Lands.
- 4.21 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.
- 4.22 Stormwater infrastructure located on private property shall be owned and maintained by the property owner.

PART 5: ENVIRONMENTAL PROTECTION MEASURES

Buffer/Conservation Area

- 5.1 Ownership of the lands identified as Conservation Areas shown on Schedule “B” shall be deeded to the Municipality upon approval of final plan of subdivision for each phase of the Development.
- 5.2 Each conservation area shall have a minimum road frontage of 10 m unless otherwise shown on Schedule “B”.

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 7.7 of this Agreement.
 - b. Amendments to the development standards in Sections 2.1 to 2.8 of this agreement.
 - c. 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 10% as long as the total combined number of dwelling units does not exceed 1,500 units.
 - d. Amendments to the sign requirements of this agreement.
 - e. Amendments to the list of local commercial uses or highway commercial uses permitted as Schedule “E”.
 - f. Amendments to the parkland provisions if the Municipality agrees that the proposed amendments are in the best interest of the Municipality.
 - g. Amendments to the architectural design criteria identified in Schedule “F”.
 - h. Amendments to the emergency access provisions.
 - i. Amendments related to the requirements of Nova Scotia Public Works or Nova Scotia Environment and Climate Change.
 - j. Amendments to Section 1.1.b. to permit institutional land uses on HD Site C, HD Site E, HD Site F, Comm Site B, or Comm Site D.

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 Kentville, 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 and other proceedings by whomever made, brought or prosecuted to the extent that they are based upon, occasioned by or attributable to anything done or omitted to be done by the Developer, its employees, contractors, consultants or agents in the fulfillment of any of its obligations under this agreement.

Commencement of Development

- 7.5 In the event that development on the Lands has not commenced within forty-eight months from the date of the completion of the Municipal service extension along Highway 2 to the south-west corner of the Lands, 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 twenty 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.

Discharge of Agreement

- 7.9 If the Developer fails to complete the development after 30 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

Faisal Al-Hammadi
President

MUNICIPALITY OF EAST HANTS
Municipality

Witness

Kim Ramsay
Chief Administrative Officer & Municipal Clerk

Province of Nova Scotia, Halifax Regional Municipality.

On this ____ day of _____, 2024, 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.

Province of Nova Scotia, County of Hants.

On this ____ day of _____, 2024, 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

A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE A

Description of Property

ALL THAT CERAIN lot, piece or parcel of land situate, lying and being at or near East Milford, Hants County, Nova Scotia, and more particularly described as follows:

BEGINNING at the concrete monument (Nolan Bros. Boundary marker # 118) located on the Eastern property line, North of N.S. Highway No.2 right-of-way;

THENCE along a well blazed line having a bearing of approximately N 33 degrees W to the Southern side of N.S. Highway 102 right-of-way;

THENCE Southwesterly by the course of the right-of-way approximately 2,100 feet to a blazed line;

THENCE South 33 degrees E by the course of this well blazed line to a concrete survey marker situated on the Northern edge of the right of way for N.S. Highway 2;

THENCE by way of the various Easterly courses of Highway to a concrete monument #118, the point of beginning, containing by estimation 275 acres.

THE AFORESAID lot being that portion of the lands conveyed to Canadian Gypsum Company Limited by Alpha Portland Cement Company by Deed dated on or about the 28th day of May 1951, and recorded at the Registry of Deeds at Windsor, Nova Scotia, in Book 191 at Page 544, which lies between N.S. Highway No.2 and N.S. Highway No. 102 and is shown colored in red on a map.

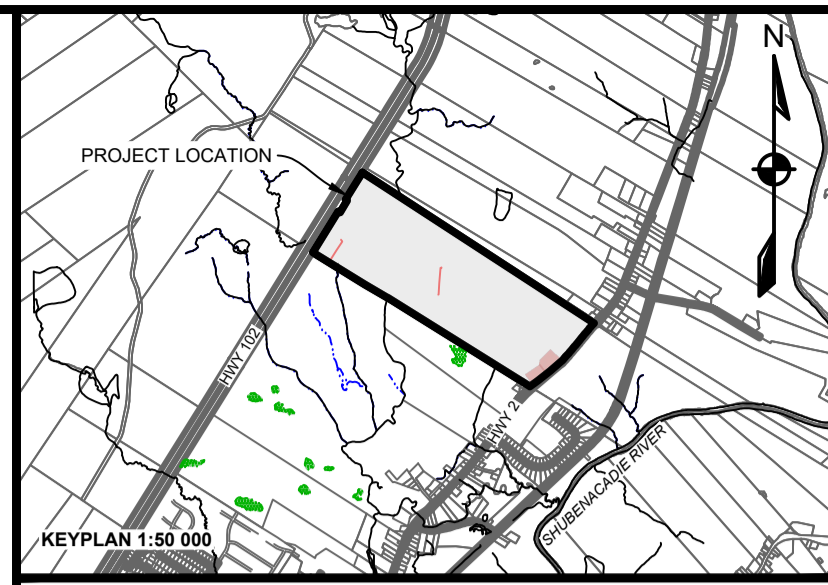
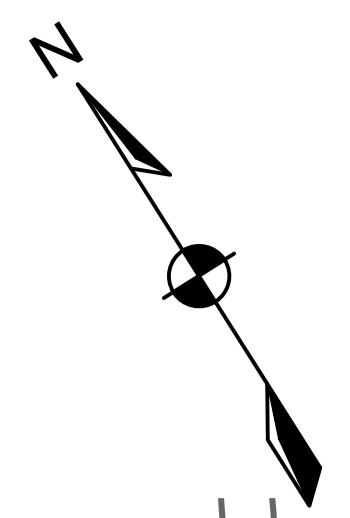
BEING AND INTENDED TO BE the same lands as conveyed from Fundy Gypsum Company Limited to the Nova Scotia Farm Loan Board by Deed dated January 26th, 1976, recorded in Book No. 350, Page 404.

The lands herein described include those lands referred to as Parcel D on a Plan entitled Plan Section of Old Halifax Truro Highway signed by E.C. Keen N.S.L.S. and date of July 3, 1979 and having been conveyed in a deed between Her Majesty the Queen to Arthur E West dated September 20, 1979 and recorded at the Registry of Deeds, Windsor in Book 407 at Page 275.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

SCHEDULE B

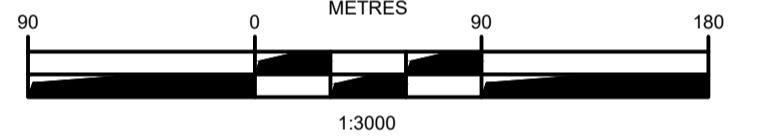
Concept Plan



- NOTES:
1. WETLANDS DELINEATION BY McCALLUM ENVIRONMENTAL (APRIL 2021). WETLAND PERMITS REQUIRED.
 2. CONTOURS BASED ON PROVINCIAL LIDAR ELEVATION DATA (CONTOUR INTERVAL = 1m). ELEVATIONS ARE SUBJECT TO SURVEY.
 3. ROAD AND LOT LAYOUTS SHOWN ARE PRELIMINARY AND ARE SUBJECT TO DETAILED DESIGN.
 4. PROPERTY LINES ARE BASED ON PROPERTY MAPPING AND ARE APPROXIMATE, AND SUBJECT TO SURVEY.
 5. STORMWATER MANAGEMENT AREAS ARE APPROXIMATE AND SUBJECT TO DETAILED DESIGN.
 6. AT TRAIL LENGTH = 1535m ±. TOTAL ROAD LENGTH = 5460m ±.

TOTAL PROPOSED SUBDIVIDED AREA:
PID 45089802: 106.2 ha +/- (262 AC +/-)

PRELIMINARY
20 Dec 2023



ISSUE	DATE	DESCRIPTION	CONSULTANT

DESIGNPOINT
engineering • surveying • solutions

PHONE: 902.832.5597 www.designpoint.ca

CLIENT

FFI DEVELOPMENT GROUP
BUILDING A LEGACY OF QUALITY

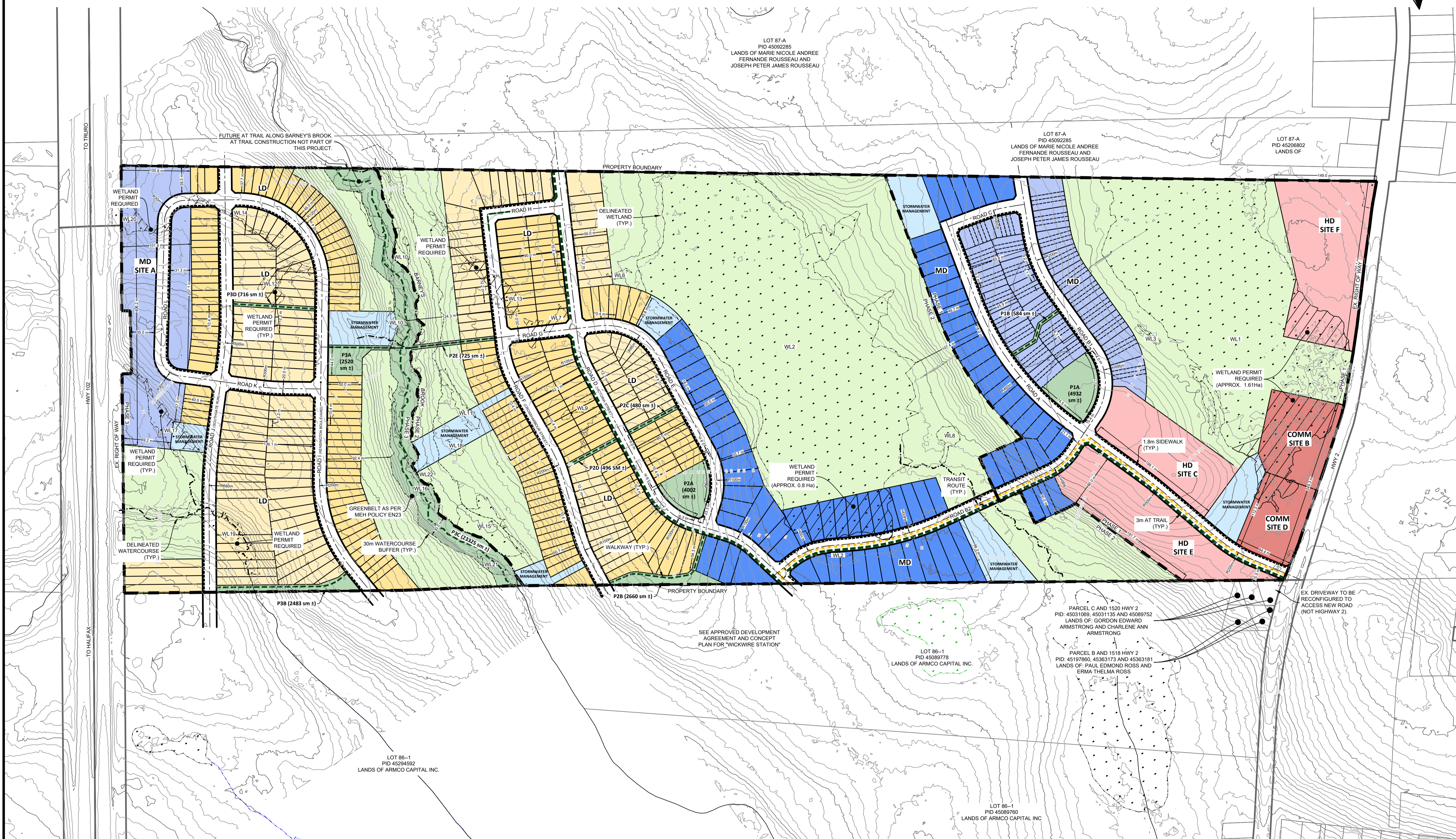
PROJECT DESCRIPTION

MILFORD LANDS

MILFORD, NOVA SCOTIA
SHEET DESCRIPTION

CONCEPT PLAN
PID 45089802
LANDS OF FHI DEVELOPMENT

Drawn STAFF	Engineer A. FORSYTHE	Project No. 21-134	Drawing No. CP-01
Scale 1:3000	Filename 21-134_CP.dwg		1 of 1



LAND-USE LEGEND

- SINGLE FAMILY DWELLINGS:
 - 10.4m (34') FRONTAGE
 - 12.2m (40') FRONTAGE
- SEMI-DETACHED DWELLINGS:
 - 18m FRONTAGE
- TOWNHOUSES:
 - 6.1m (20') FRONTAGE
- MULTI-UNIT BUILDINGS
- COMMERCIAL
- ASPHALT WALKWAY/A.T. TRAIL
- TRANSIT ROUTE
- SIDEWALK
- STORMWATER MANAGEMENT
- PARKLAND
- CONSERVATION LAND

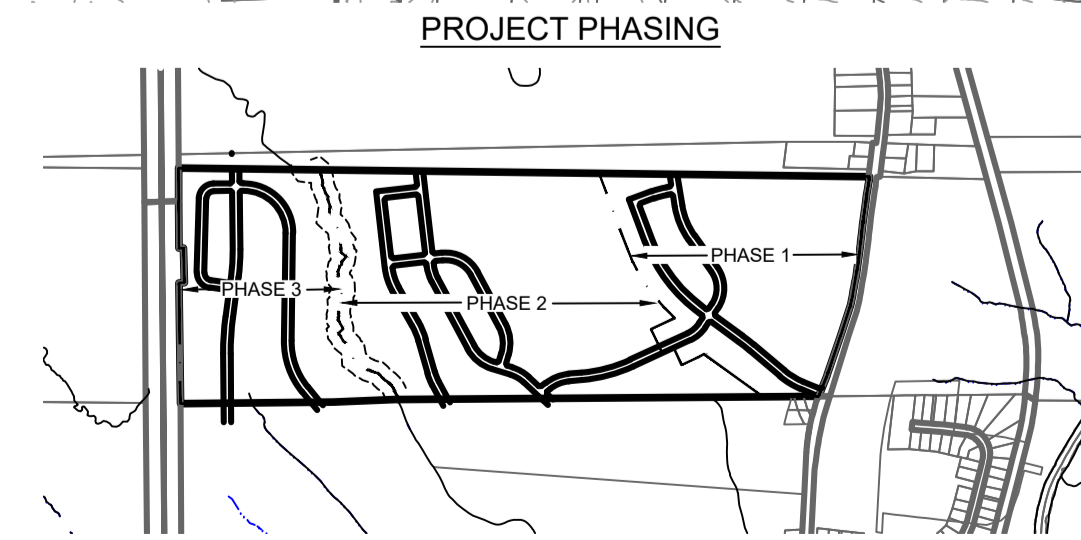
APPROXIMATE LOT/UNIT YIELD

LOT TYPE	PHASE 1		PHASE 2		PHASE 3		TOTAL	
	LOTS	UNITS	LOTS	UNITS	LOTS	UNITS	LOTS	UNITS
SINGLE UNIT:								
34' FRONTAGE			147	147	83	83		230
40' FRONTAGE			60	60	85	85		145
SEMI-DETACHED	33	66	49	98				164
TOWNHOUSES		104				128 (SITE A)		232
MULTI-UNIT RESIDENTIAL								
SITE B	1							
SITE C	1	196						196
SITE D	1							
SITE E	1	256						256
SITE F	1	238						238
TOTAL		860 +/-		305 +/-		296 +/-		1461 ± (5.6 UPA)

PARKLAND AREA SUMMARY (sm)

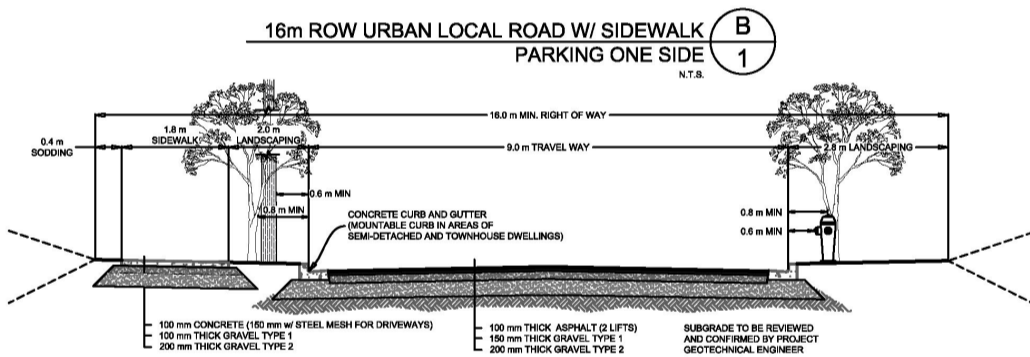
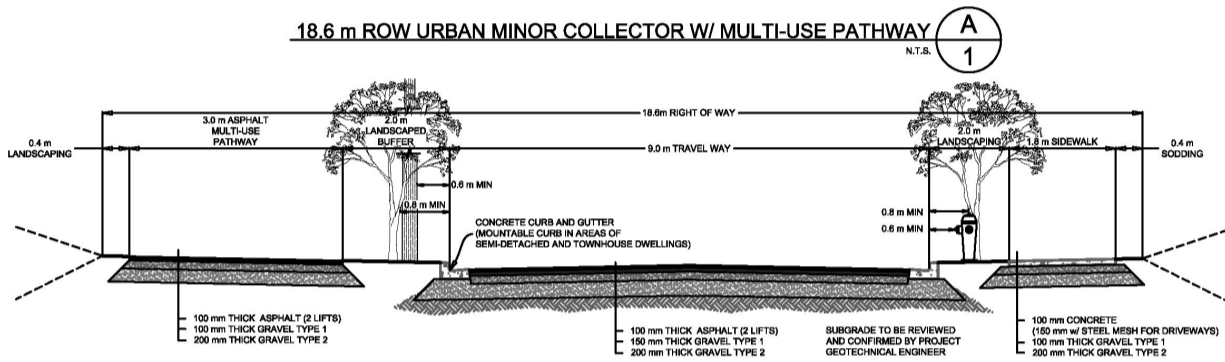
PARKLAND AREA (sm)	PHASE 1		PHASE 2		PHASE 3	
	AREA	%	AREA	%	AREA	%
P1A	4,932					
P1B	584*					
P2A			4,002			
P2B			2,660*			
P2C			480*			
P2D			490*			
P2E			725*			
P3A				2,520		
P3B				2,483*		
P3C				23,325		
P3D				716*		
TOTAL PARK AREA	4,932		4,002		25,845	
TOTAL LOT AREA (APPROX)	156,836		170,646		138,903	
PARKLAND AREA (%)	3.1%		2.3%		18.6%	

* REQUIRED DUE TO ROAD LENGTH AND NOT INCLUDED IN TOTAL PARK DESIGNATION TO BE COMPLETED AT DETAIL RESIDENTIAL APPROVAL. APPROX. ROAD AREA BASED ON 16m ROW WIDTHS + 87.300 m (SUBJECT TO DETAILED DESIGN).



SCHEDULE C

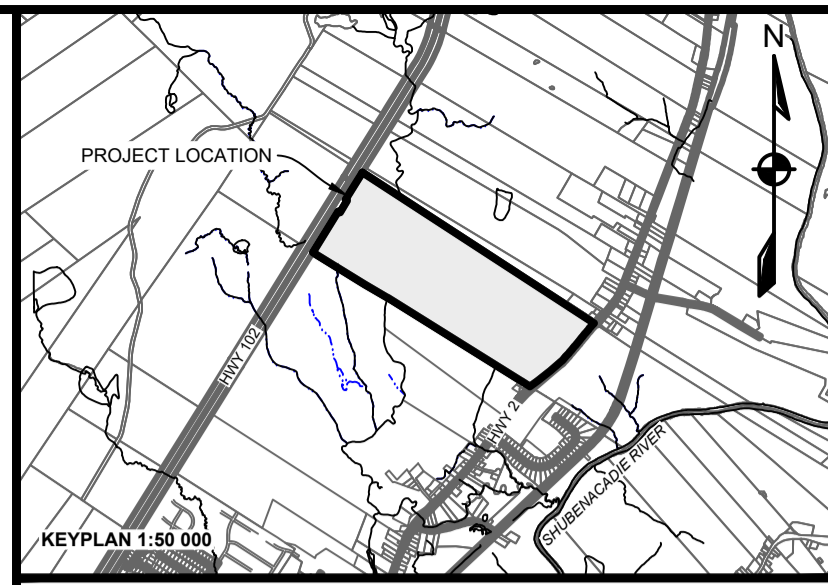
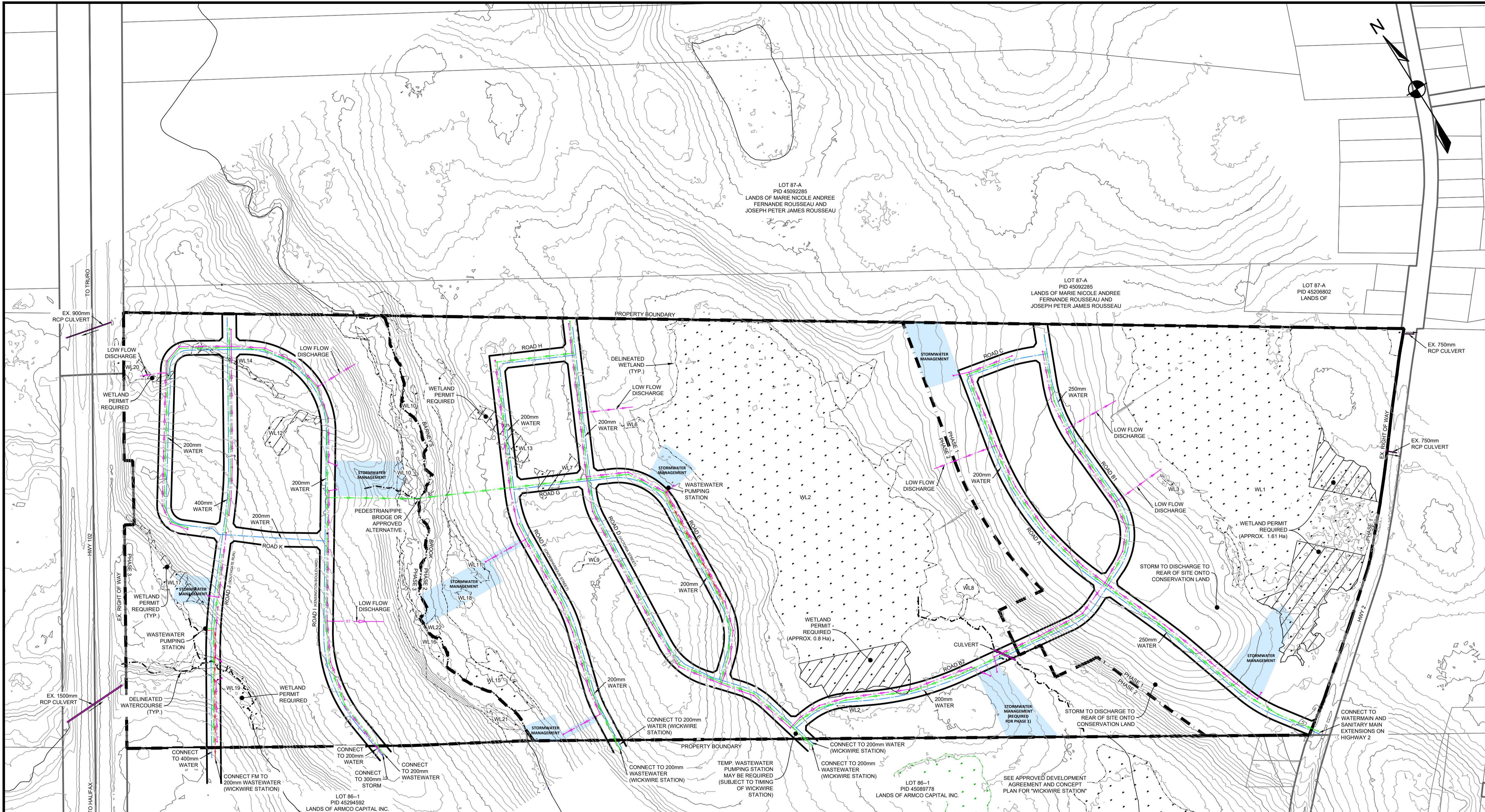
Road Cross-Sections



NOTE:
 ALL GRAVEL THICKNESSES ARE SUBJECT TO
 GEOTECHNICAL REVIEW AND RECOMMENDATION

SCHEDULE D

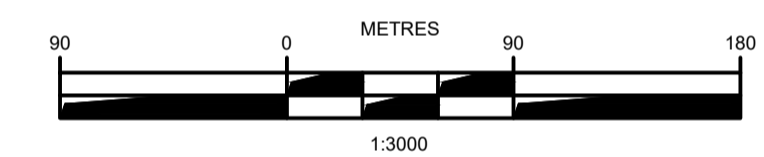
Servicing Schematic



- NOTES:**
1. CONTOUR INFORMATION OBTAINED FROM HRM LIDAR DATA. CONTOUR INTERVAL = 1.0m.
 2. ADJACENT PROPERTY BOUNDARIES OBTAINED FROM PROVINCIAL MAPPING ARE APPROXIMATE AND SUBJECT TO LEGAL SURVEY.
 3. WATERCOURSES AND WETLANDS DELINEATED BY OTHERS.
 4. ROAD LAYOUT SUBJECT TO DETAILED DESIGN.
 5. PIPE LAYOUT AND SIZES ARE PRELIMINARY AND ARE SUBJECT TO DETAILED DESIGN AND SYSTEM MODELLING.
 6. STORMWATER MANAGEMENT AREAS ARE APPROXIMATE AND SUBJECT TO DETAILED DESIGN. STORMWATER MAINS TO BE MINIMUM 300mm. SIZING SUBJECT TO DETAILED DESIGN. EASEMENTS REQUIRED FOR STORM OUTLETS.
 7. WASTEWATER SYSTEM TO BE 200mmØ PVC UNLESS APPROVED OTHERWISE BY MEH.



PRELIMINARY
20 Dec 2023



ISSUE	DATE	DESCRIPTION	CONSULTANT

DESIGNPOINT
engineering • surveying • solutions

PHONE: 902.832.5597 www.designpoint.ca

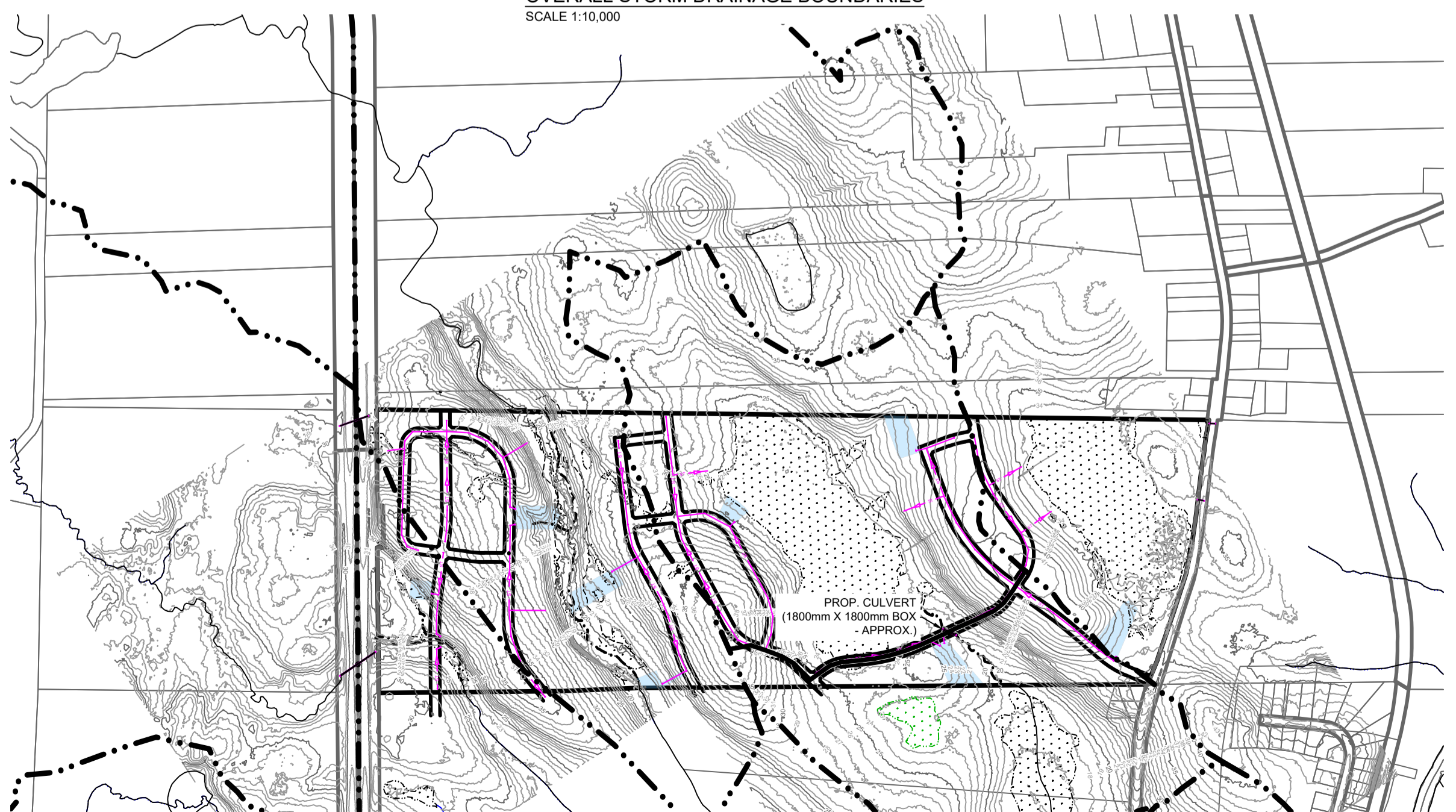
CLIENT
FH DEVELOPMENT GROUP
BUILDING A LEGACY OF QUALITY

PROJECT DESCRIPTION
MILFORD LANDS
MILFORD, NOVA SCOTIA
SHEET DESCRIPTION

SERVICING SCHEMATIC
PID 45089802
LANDS OF FH DEVELOPMENT

Drawn STAFF	Engineer A. FORSYTHE	Project No. 21-134	Drawing No. CP-01
Scale 1:3000	Filename 21-134_CP.dwg	1 of 1	

OVERALL STORM DRAINAGE BOUNDARIES
SCALE 1:10,000



SCHEDULE E

Local Commercial Uses

Animal Hospitals & Veterinary Offices
Bank & Financial Institutions
Brewery, Distillery & Winery
Business Support Services & Printing
Daycare
Drinking Establishment, Minor (Tavern or Beverage Room)
Educational Services
Government Offices & Facilities
Health Care Services
Office & Professional Services
Personal Care Services
Recreation Facility, Indoor
Repair & Maintenance
Restaurant, Full & Limited Service
Restaurant, Take-Out
Retailers & Rental Services
Tradesperson & Craftsperson Businesses & Offices
Bakery or the Manufacture of Candy, Confectionary, Ice Cream, and Jam
and other similar or like uses.

Highway Commercial Uses

Gas Station
Car Wash
Drive-thru Restaurant

SCHEDULE F

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 the front projection of the single unit dwelling or 2.3 m if a front porch is incorporated into the design of the house.
- b. Semi-Detach Dwellings:
 - i. Attached garages shall not extend more than 0.6 m from the front projection of the semi-detached dwelling or 2.3 m if a front porch is incorporated into the design of the house.
- c. Townhouse Dwellings:
 - i. Attached garages shall not extend more than 0.6 m from the front projection of the semi-detached dwelling or 2.3 m if a front porch is incorporated into the design of the house.
 - ii. Buildings shall be sited with the front façade facing the public street. Avoid rear yards fronting the public street.
 - iii. Articulate building mass with projections, recesses, varied rooflines, chimneys, windows, entrances, balconies and/or porches. At least one architectural projection per unit is required.
 - iv. 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. Amenity space shall be required in accordance with the Amenity Area Requirements of the Land Use Bylaw.
 - vii. Windows and doors shall be well proportioned for the townhouse unit. The minimum street-facing façade transparency shall be 25%.
- d. Multiple Unit Buildings and Podium Townhouses:
 - i. Architectural detailing including, but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated on all façades of the building.
 - ii. No structures shall be wrapped completely in vinyl siding.
 - iii. Buildings with street frontage on the side of a building shall have upgraded side elevations with windows and details consistent with front elevations.
 - iv. 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.
 - v. Exposed underground parking shall not exceed 0.6 m above the established grade facing a public street.
 - vi. Incorporate parking garage ramps and access stairs, garbage collection areas and loading areas into the rear of the building or site.
 - vii. Pedestrian walkways shall be provided from the street to the main entrance of the multiple unit dwelling.
 - 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.

- ix. For podium townhouses windows and doors shall be well proportioned for the townhouse units. The minimum street-facing façade transparency shall be 25%.
- e. Mixed-Use Buildings and Commercial Buildings (COMM Site B and HD Site F):
- i. In general, buildings shall be constructed parallel to the street and buildings shall be extended the length of the subject property along the edges of the streets with front doors on the primary façades facing these areas.
 - ii. In general, building setbacks shall be consistent along the street.
 - iii. Buildings with street frontage on the side of a building shall have upgraded side elevations with windows and details consistent with front elevations.
 - iv. Architectural detailing including, but not limited to lintels, pediments, pilasters, columns, porticos, overhangs, cornerboards, frieze, fascia boards, shall be incorporated on all façades of the building.
 - v. No structures shall be wrapped completely in vinyl siding.
 - vi. Where commercial uses are part of the building, a separate entrance shall be provided to each ground floor retail unit that is identifiable and directly accessible from the public sidewalk.
 - vii. Incorporate parking garage ramps and access stairs, garbage collection areas and loading areas into the rear of the building or site.
 - viii. All disturbed areas 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.
 - ix. First floor of commercial and mixed-use buildings shall have a minimum of 40% transparency (no tinted, textured, reflective, or dark glass shall be permitted).
 - x. The minimum ground floor commercial ceiling height shall be 3.05 m.
 - xi. Outdoor seating areas for cafes and restaurants shall be permitted as part of the building design.
- f. COMM Site D - Commercial Buildings
- i. Buildings with continuous street-facing facades of 20 m or greater in length shall be vertically articulated with projecting or recessed offsets not less than 1.25 m deep, and at intervals of not greater than 15 m to break up the apparent mass of the building and to add visual interest.
 - ii. Any buildings with continuous street-facing facades larger than 45 m shall be designed to appear as a series of 2 or more separate buildings through articulation and differences in cladding materials and/or colour.
 - iii. The minimum ground floor commercial ceiling height shall be 3.05 m.
 - iv. All first floor street facing facades shall have a minimum of 40% transparency (no tinted, textured, reflective, or dark glass shall be permitted).
 - v. Outdoor seating areas for cafes and restaurants shall be permitted as part of the building design.