



THE MUNICIPALITY OF THE DISTRICT OF EAST HANTS

Amending Development Agreement

Between:

Kiln Creek Developments Limited

And

**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, Lantz, Nova Scotia and identified as PID 45411162, 45411170, 45430683, 45418167, and 45426434.

Original agreement approved by Municipal Council on the 25th day of June, 2020.

Amending agreement approved by Municipal Council on the ____ day of _____, 2025.

Signed and entered into this ____ day of _____, 2025.

This Amending Agreement made this ____ day of _____, 2025.

BETWEEN:

KILN CREEK DEVELOPMENTS LIMITED of Beford, Nova Scotia,

OF THE FIRST PART;

hereinafter called the “**DEVELOPER,**”

- 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 KILN CREEK DEVELOPMENTS LIMITED the DEVELOPER of the first part is the registered owner of certain lands located between Highway 102 and Highway 2 in Lantz, referenced by PIDs 45411162, 45411170, 45430683, 45418167, and 45426434 and which said lands are more particularly described in Schedule “A-1” 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 Council of the Municipality, at a meeting held on the 25th day of June, 2020, approved an application by The Shaw Group Limited to enter into a comprehensive development agreement to allow for the development of a mixed-use master-planned development on the **LANDS**, the said agreement being recorded at the Land Registry Office on August 14, 2020 as Document #116810350 (hereinafter called the “Existing Agreement”);

AND WHEREAS the Developer has requested amendments to the provisions of the Existing Agreement;

AND WHEREAS the Council for the Municipality approved these requests via this amending agreement at a meeting held on the ____ day of _____, 2025;

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the Parties agree that the Existing Agreement is hereby amended as follows:

1. Section 1.1(c) of the Existing Agreement shall be amended to read:
 - c. The maximum number of dwelling units for the development area shall not exceed 1,600 units and each land use area shall not exceed the following:
 - i. For the Low Density Residential Area, Medium Density Area, OR Medium Density - Narrow Lot Townhouse Residential Area - 800 units;
 - ii. For the High Density Residential Area, Garden Homes Area, Village Centre Area and Commercial Areas - 1200 units.
2. Section 1.3(a) of the Existing Agreement shall be amended to include a definition of "Medium Density – Narrow Lot Townhouse Residential Area" by adding the following text after 'Medium Density Residential Area' and before "Mixed-Use Area":

Medium Density – Narrow Lot Townhouse Residential Area – an area of land identified on the concept plan where the uses of the Medium Density Residential Area are permitted, and where narrow lot townhouses are permitted pursuant to this agreement, as amended from time to time.
3. Section 2.3(a) of the Existing Agreement for "On-Street Townhouse Dwellings and On-Street Stacked Townhouses" shall be amended to read:
 - a. **Minimum lot frontage: 5.5 m in the "Medium Density Residential Area", or in the "Medium Density – Narrow Lot Townhouse Residential Area", 4.8 m, which may be reduced to 4.1 m for a townhouse lot on the outside of a curve on a street.**
4. Section 2.3(l) of the Existing Agreement for "On-Street Townhouse Dwellings and On-Street Stacked Townhouses" shall be amended to read:
 - I. **The width of an attached garage shall not exceed 60% of the width of the unit for units having a width greater than 5.2m**
5. Section 2.3(m) of the Existing Agreement for "On-Street Townhouse Dwellings and On-Street Stacked Townhouses" shall be amended to read:
 - m. Each dwelling unit shall have a driveway that shall accommodate a minimum of:
 - i. two vehicles with each parking space being a minimum of 2.8 m by 5.6 m measured from the **front property line**. or:
 - ii. 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; and**
 - iii. **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.**
6. The header for Section 2.7 of the Existing Agreement shall be amended to read **"Multiple Unit Dwellings Excluding Block J"**.
7. Section 2.7 of the Existing Agreement shall be amended, adding the following after the end of Section 2.7:

Multiple Unit Dwellings on Block J

- 2.7b **Multiple unit dwellings shall be permitted in the High Density Residential area, as shown on Schedule "B". No subdivision approval or development permit shall be granted for any multiple unit dwelling development except in accordance with the following provisions:**

- a. Minimum lot frontage: 25 m
- b. Minimum lot area: 930 m²
- c. Minimum front yard: 3 m
- d. Minimum side or rear yard: 3 m
- e. Minimum flankage yard: 4 m
- f. Maximum lot coverage: 50%
- g. Maximum building height: 6 habitable storeys
- h. Where two or more multiple unit dwellings are located on the same lot the minimum distance between the buildings shall be 11 m.
- i. Bicycle parking shall be provided in accordance with the bicycle parking requirements of the Municipality of East Hants Land Use Bylaw.
- j. Vehicular parking shall be provided in accordance with the parking supply requirements of the Municipality of East Hants Land Use Bylaw.
- k. Underground or enclosed parking shall be permitted.
- 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 Multiple Unit Dwellings under Schedule “F”.
- n. Multiple unit uses may include Seniors Residential Complexes or Residential Care Facilities.
- o. Buildings shall be permitted to have ground floor commercial within the main buildings. Commercial uses shall be uses permitted in accordance with Schedule “E”.
- p. 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 staircases or staircase enclosures.
- q. Multiple main buildings are permitted on a lot.

8. Section 2.9 of the Existing Agreement shall be amended to read “**Commercial Areas – Blocks E, F, I and K**”.

9. Section 2.9(a) and of the Existing Agreement shall be amended as follows:

- a. Minimum lot frontage: 23 m, **except Block K may include a flag lot with a minimum frontage of 10m.**

10. Section 2.9(j) and of the Existing Agreement shall be amended as follows:

- j. Vehicular parking shall be provided in accordance with the parking supply requirements of the Municipality of East Hants Land Use By-law; **and Self-Storage Warehousing shall have a minimum parking requirement of 1 stall per 250 m² of leasable self-storage units. Interior loading areas shall count towards the required parking for self-storage units.**

11. The table under Section 2.21 of the Existing Agreement shall have the row “Remaining Open Space Land” removed:

Remaining Open Space Land	Any portion of the land identified as Open Space on Schedule “B” and is located to the northwest of the Maple Ridge School.	Leave Natural - no vegetation removal, except for land needed to construct and maintain the trails as identified within 2.21	Land to be deeded to the Municipality upon final subdivision approval of Phase 7.
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12. The table under Section 2.21 of the Existing Agreement shall have the row “Parkland” added:

Parkland - along the interior curve of Road 6 and	Approximate area of 1,012 m² (0.25 acres).	Land to be grubbed, levelled and seeded.	Land to be deeded to the Municipality upon final
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opposite Block J			subdivision approval of Phase 6.
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13. Section 3.2(a) and 3.2(b) of the Existing Agreement shall be amended, and substituted with the text below:

- a. Applications for tentative subdivision approval shall encompass an entire phase, **or a portion of a phase** of the development in accordance with Schedule “I”.
- b. **Applications for subdivision approval shall not be required to be submitted in numerical order as identified on Schedule “I” provided that:**
 - i. **prior to the acceptance of a tentative plan of subdivision for a non-concurrent phase, the requirements of the developer related to the bridge over the Nine Mile River have been deemed complete by the Municipality, or**
 - ii. **an open space agreement shall be in place for the Bridge over the Nine Mile River prior to the subdivision of a non-concurrent phase being approved.**

14. Section 4.7 of the Existing Agreement shall be amended by replacing Section 4.7 with the following:

- 4.7(a) Notwithstanding 4.6 any proposed road cross sections with parking on both sides of the street shall have an 11.0 m wide travelled way with bump outs at either end and at crosswalks, if applicable.
- 4.7(b) **Further to 4.6, at the time of subdivision application for any phase(s) of the development, surface coarse and base aggregate thicknesses will be subject to the Municipal Standards. The municipal engineer may approve alternative standards subject to a demonstration of meeting the technical intent of the Municipal Standards.**

15. Schedule B shall be amended by replacing Schedule B with the updated version attached to this agreement.

16. Schedule C shall be amended by replacing the Lantz Street Network Plan in Schedule C with the updated version of the Lantz Street Network Plan attached to this agreement.

17. Schedule E of the Existing Agreement shall be amended, by updating the sub-heading ‘Village Square Area Commercial Uses’ to **‘Village Centre Area Commercial Uses’**.

18. Schedule E of the Existing Agreement shall be amended, by updating the sub-heading ‘Block E, F, and I Commercial Area Commercial Uses’ to **‘Block E, F, I and K Commercial Area Commercial Uses’** and inserting the following text under the sub-heading immediately after ‘Retailers & Rental Services’:

- **Self-Storage Warehousing, when located in a building with a minimum of two storeys**

19. Schedule F of the Existing Agreement shall be amended with the following, replacing subsection d. “Multiple Unit Residential Buildings” clause iv. from the Original Agreement with the following:

- iv. Exposed underground parking shall not exceed 1.2 m above **established** grade facing a public street. **This requirement does not apply to:**
 - **buildings separated from a public street by another multiple unit residential building. or;**
 - **portions of a building with localized depressions where a driveway slopes down to an underground parking entrance, or**

- buildings where underground parking is proposed, and the elevation of the water table would place underground parking under the water table to meet this requirement. In this situation, notwithstanding the definition of established grade in the applicable land use bylaw, the Development Officer may approve artificial embankments such as retaining walls, and integrated planters to be used to elevate the grade and ensure no more than 1.2 m of height of underground parking is exposed facing a public street. The Development Officer may require a professional engineer to confirm that the water table will impact the height of the underground parking above the established grade.
20. Schedule F of the Existing Agreement, sub-section c. "Townhouse Dwellings", clause vi. shall be replaced with:
- 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 12m² per unit. **In the case of townhouse units less than 5.2m in width where rear yard parking is provided, the 12m² per unit requirement may be met through any combination of backyard area, patios, or balconies.**
21. Schedule F of the Existing Agreement, sub-section d. "Multiple Unit Residential Buildings", clause vi. shall be replaced with:
- vi. For Block G, Block H **and Block J** - Multiple unit dwellings with greater than 24 units shall include a minimum of 3 m² of common amenity space per dwelling unit. Common amenity space may include:
- a. Common indoor amenity space - Amenity space includes, but is not limited to recreation rooms, libraries, exercise rooms and swimming pools. The minimum amount of indoor amenity space required shall be 2 m² per dwelling unit.
 - b. Common outdoor amenity space - with a minimum area of 50 m². Common outdoor amenity space can be provided but is not required.
 - c. A combination of outdoor and indoor common amenity area may be provided.
 - d. For Block J - Common outdoor amenity space may be grouped between buildings within Block J to satisfy this requirement.**
22. Schedule F of the Existing Agreement shall be amended by updating the sub-heading f. 'Village Square Commercial Area Buildings – Block B1 and B2' with **'Village Centre Commercial Area Buildings – Block B1 and B2'**.
23. Schedule F of the Existing Agreement shall be amended by updating the sub-heading g. 'Commercial Uses in Block E, F and I Commercial Areas' with **'Commercial Uses in Block E, F, I and K Commercial Areas'**. The following text shall also be added following clause xi.:
- xii. **For self-storage warehousing, when located in a building with a minimum of two storeys, the elevation/s closest to public streets shall have a minimum façade transparency of 20% (window areas with textured, mirrored, or dark glass incorporating a tint or film creating less than 50% visual transmittance shall not count towards this minimum transparency requirement area).**
24. Schedule G shall be amended by replacing Schedule G with the updated version attached to this agreement.
25. Schedule H – Post Development Stormwater Plan, shall be amended by replacing Schedule H with the updated version attached to this agreement.

26. Schedule I – Phasing Plan, shall be amended by replacing Schedule I with the updated version attached to this agreement.

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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:

KILN CREEK DEVELOPMENTS LIMITED

Developer

Witness

KILN CREEK DEVELOPMENTS LIMITED

Witness

KILN CREEK DEVELOPMENTS LIMITED

MUNICIPALITY OF EAST HANTS
Municipality

Witness

Kim Ramsay
Chief Administrative Officer & Municipal Clerk

Province of Nova Scotia, County of Hants

On this ____ day of _____, **2025**, 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 _____, **2025**, 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

This agreement applies to property identified as PIDs 45411162, 45411170, 45430683, 45418167 and 45426434 and further described by Plan filed at the Registry of Deeds Office for the registration district of Hants in Kentville, Nova Scotia, registered under the *Land Registration Act*.

Deed descriptions to be added

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SCHEDULE B

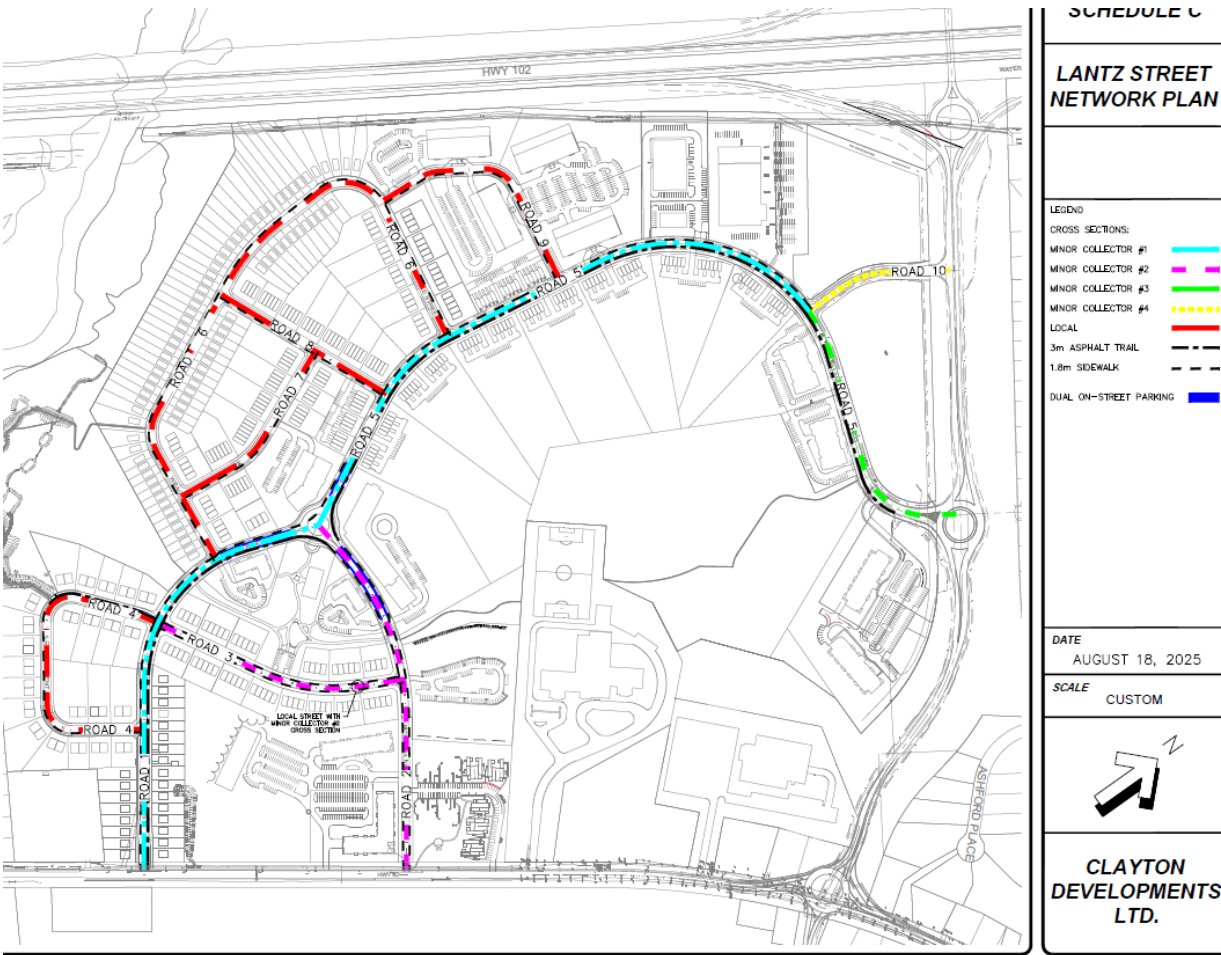
Concept Plan

Updated version to be added

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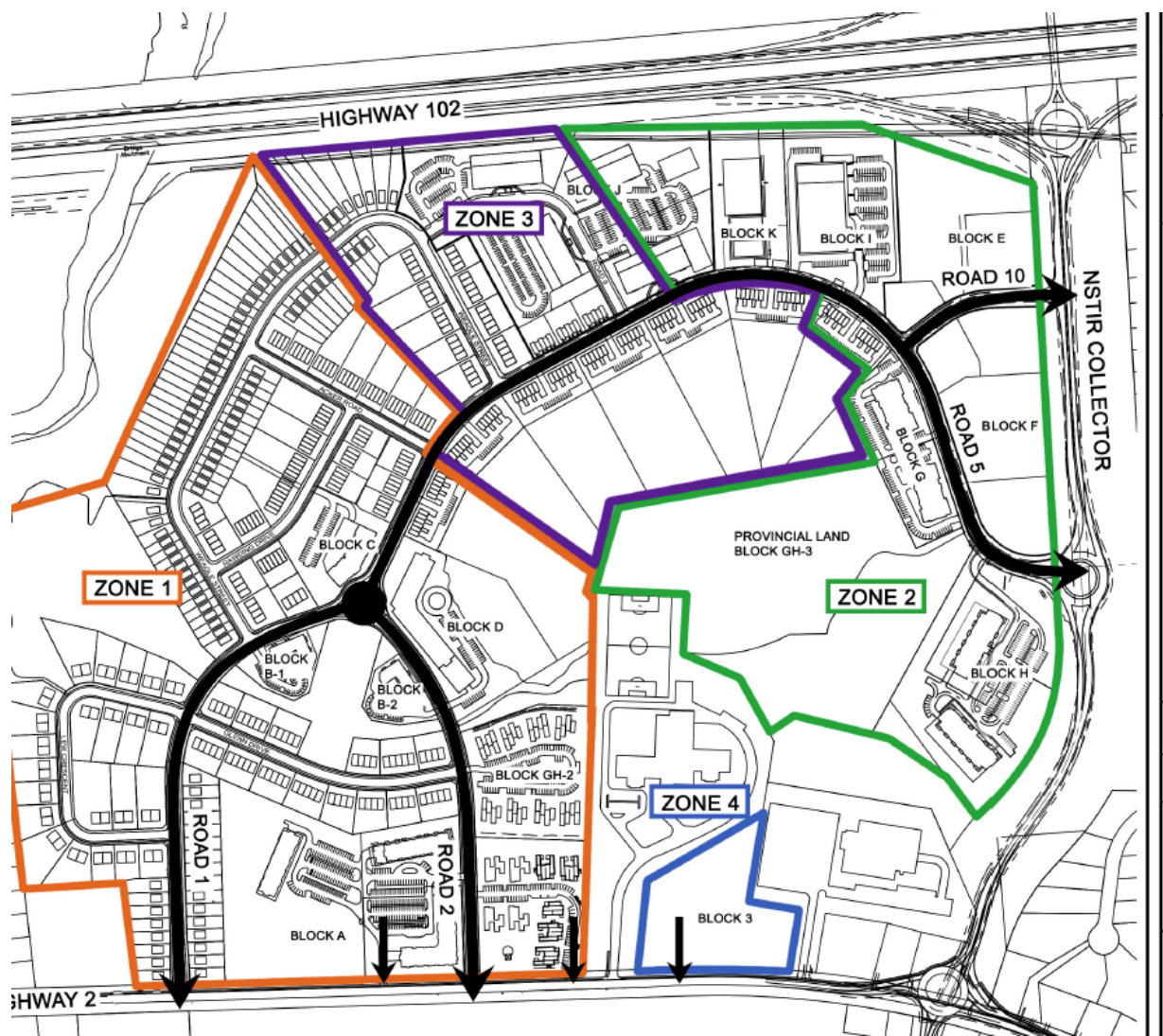
SCHEDULE C

Lantz Street Network Plan



SCHEDULE G

Traffic Impact Study - Zones 1, 2 and 3



SCHEDULE I

Phasing Plan

