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TOWN OF AMHERST

Draft Development Agreement

Between:

The Shaw Group Limited.

And

Town of Amherst, Nova Scotia

To permit a master planned development, including residential, and open space uses on lands located along [Highway 204/Church Street], Nova Scotia and identified as PID 25038720.

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:

THE SHAW GROUP LIMITED, of Halifax, Nova Scotia,

hereinafter called the “**DEVELOPER**,”

OF THE FIRST PART;

- and -

THE TOWN OF AMHERST, hereinafter called the “**TOWN**”, a body corporate pursuant to the *Municipal Government Act* (SNS 1998, c. 18), having their chief place of business at Amherst Nova, Nova Scotia

OF THE SECOND PART.

WHEREAS the **DEVELOPER** is the registered owner of certain lands, approximately 123 acres, located at Church Street, , referenced by PID 25038720, a 20.09 acre portion of which is within the Town of Amherst and which said lands are more particularly described in Schedule “A” to this Agreement, hereinafter called the **LANDS**;

AND WHEREAS the **DEVELOPER** has requested that the **TOWN** enter into a development agreement to allow for a **residential subdivision on the LANDS pursuant to the provisions of the *Municipal Government Act***;

AND WHEREAS the **LANDS** are located within the zone known as the Highway Commercial Zone and residential developments over four units are only permitted by development agreement;

AND WHEREAS the Council of the **TOWN** at its meeting held the _____ day of _____, 2024, approved the **DEVELOPER’S** request to enter into a development agreement **subject to Policies RP-9, of the Municipal Planning Strategy for the Town of Amherst** to permit the development of a master planned community including residential and open space uses, hereinafter called the **DEVELOPMENT**, subject to the registered owners of the **LANDS** entering into this agreement;

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

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PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1. Applicability of Agreement

1.1.1 The Developer agrees that the Lands shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.1.2 If any provision of this agreement is held to be invalid by a decision of a court of competent jurisdiction, that decision shall not affect the validity of the remaining portions of this agreement.

1.2. Applicability of Land Use Bylaw & Subdivision By-law

1.2.1. All provisions of the underlying Land Use Bylaw(s), as amended, shall not apply to the development of the Lands.

1.2.2. The Town Subdivision Bylaw shall apply to this development.

1.3. Variances Permitted

1.3.1. The Development Officer may grant a variance to the requirements of this agreement, as provided for in the *Municipal Government Act* s.235 (1) and 235 (2), and will be considered to be enabled by the Land Use By-law to vary the matters prescribed in the *Municipal Government Act*, including:

- a) percentage of land that may be built upon;
- b) size or other requirements relating to yards;
- c) lot frontage or lot area, or both;
- d) number of parking spaces required;
- e) height of a structure;
- f) floor area occupied by a home-based business;
- g) height and area of a sign.

1.4. Permit Application Requirements

1.4.1. Every application for a development permit shall be made in writing on standard forms.

1.4.2. The application for a development permit shall include:

- a) the signature of the registered land owner or their duly authorized agent;
- b) a statement of the proposed use of the land;
- c) a statement of the estimated commencement and completion date of development;
- d) a site plan; and
- e) any other information required by this Development Agreement.

1.4.3. Site plans prepared for a development permit application shall be drawn to an appropriate scale and showing information as required by the Development Officer, such as, but not limited to:

- a) the dimensions of all lots for which development is proposed;
- b) identification of abutting streets and private roads;
- c) identification of rights-of-ways and easements within the subject property;
- d) proposed location, height, and dimensions of any building, structure, or work for which the permit is applied;
- e) location of every building or structure already erected on or partly on the subject property, and the approximate location of every building within 10 metres of the subject property on contiguous lots;
- f) existing and proposed services;
- g) location of existing and proposed solid waste storage areas;
- h) proposed location and dimensions of parking spaces, loading spaces, driveways, and landscaping areas;
- i) north arrow, scale, date of drawing, and identity of drawing author; and

- j) Where necessary to determine conformance with this Development Agreement, the Development Officer may require the applicant to provide additional information at the necessary level of detail and, if necessary, prepared by the appropriate professional.

1.5. Multiple Uses Permitted

- 1.5.1. Multiple main uses may locate on the same lot or in the same building. Where any land or building is used for more than one main use all provisions of this agreement relating to each use shall be satisfied.

1.6. Multiple Main Buildings Permitted

- 1.6.1. Unless otherwise prohibited in this agreement, any number of main buildings may locate on the same lot, subject to applicable requirements.

1.7. Nova Scotia Building Code Requirements

- 1.7.1. Nothing in this agreement shall exempt the Developer from complying with the requirements of the Nova Scotia Building Code.

1.8. Development Permits

- 1.8.1. Unless otherwise stated in this agreement, no person shall undertake a development within the Lands without first obtaining a development permit from the Development Officer.

- 1.8.2. Development permits shall expire within 1 year from the date issued if not commenced.

- 1.8.3. Notwithstanding **Section 1.8.1**, no development permit is required for the following:

- a) Home office uses;
- b) Renovations or alterations to a structure that do not result in a change in volume or gross floor area, change in the number of dwelling units, or a change in use of the structure;
- c) Fences less than 1.85 m in height;
- d) Signs less than 0.2 m² in area where signs are permitted;
- e) Up to two accessory structures on a lot, each less than 20 m² in area and less than 4.5 metres in height; with a maximum total lot coverage of **40%**
- f) A change in the grading of land or vegetation;
- g) Public and private utilities located within the street right-of-way;
- h) Temporary greenhouses or other such temporary crop structures.

PART 2: DEFINITIONS

2.1. Words Not Defined under this Agreement

- 2.1.1. All words unless otherwise specifically defined herein shall have their customary meaning apply.

2.2. Definitions Specific to this Agreement

- 2.2.2.** The following words with a specific meaning used in this agreement shall be defined in **Schedule G**.

PART 3: GENERAL DESCRIPTION OF LAND USE, SUBDIVISION & DEVELOPMENT PROVISIONS

3.1. Schedules

3.1.1. The following Schedules form a legally binding portion of this agreement:

- Schedule A Legal Description of the Lands – PID 25038720
- Schedule B Land Use Concept Plan
- Schedule C Phasing Plan
- Schedule D Parkland Plan
- Schedule E Trail & Transportation Plan
- Schedule F Road Cross-Sections
- Schedule G Definitions

3.1.2. Notwithstanding **Section 3.1.1**, remaining lands are shown for contextual purposes only. Remaining lands are subject to a future development agreement or by amendment to this agreement.

3.1.3. The Developer shall develop the Lands in a manner, which, in the opinion of the Development Officer, generally conforms with **Schedules B, C, D, and E** and the terms of this agreement.

3.1.4. Notwithstanding **Section 3.1.3**, the Development Officer may permit the following variations to information shown on **Schedules B, C, D, and E**, such as but not limited to:

- a) the location, addition, or reduction of General Residential areas;
- b) the location, addition, or reduction of Cluster Residential areas;
- c) the location or addition of Multiple Residential areas;
- d) shifting of exact location of the street and transportation network, provided that essential connections are maintained.

3.2. Site Preparation

3.2.1. A development permit may be issued for temporary construction uses on the Lands in accordance with the **Permitted Land Use Table (4.1.1 f)** and **Section 5.8**. A building shall be permitted on the Lands for the purpose of housing equipment, materials and office related matters relating to the construction of the development.

3.2.2. The commencement of site preparation, clearing, excavation, blasting activities, stockpiling, or grubbing for each Phase or portion thereof, may take place prior to the approval of any Plan of Subdivision within the Lands.

3.3. Land Use

3.3.1. 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 uses identified in the **Permitted Land Use Table**.
- c) The maximum number of dwelling units shall not exceed 200 units total, excluding any accessory dwelling units from this calculation.

PART 4: DETAILED PROVISIONS FOR LAND USE

4.1. Land Use Requirements

4.1.1. The use of land is regulated as follows:

- a) The first row of the **Permitted Land Use Table** lists the Land Use Categories as shown on Schedule B;
- b) The first column of the **Permitted Land Use Table** lists each use;
- c) A black dot (●) within the **Permitted Land Use Table** indicates that the use in that row is permitted in the area of that column;
- d) The absence of a black dot (●) or a white circle containing a number in black text (e.g., ①), indicates that the use in that row is prohibited in the area of that column;
- e) Where a use is defined in Schedule G, the definition may be deemed to include any similar use, at the discretion of the Development Officer.

f) PERMITTED LAND USE TABLE

Use	General Residential Area	Cluster Residential Area	Multiple Residential Area	Parks & Open Spaces Area
Accessory dwelling units	● accessory to single unit dwelling			
Backyard Suite Use	●			
Cluster Housing Uses		●	⑤	
Daycare Facility Use			●	
Home Office Use	●	●	●	
Home-Based Business Use	●	② accessory to single unit dwelling		
Home-Based Daycare Use	●	② accessory to single unit dwelling		
Model suite uses	●	●	●	
Multiple unit dwellings	⑥ up to 4 units		●	
Park Use	●	●	●	●
Residential Facility Use			●	
Secondary Suite Uses	●	② accessory to single unit dwelling		
Semi-detached dwellings	●	③	③	
Single unit dwellings	●	②	②	
Townhouse dwellings	●	④	④	
Temporary Construction Use	●	●	●	●
Temporary Use	●	●	●	●
Utility uses	●	●	●	●

- Use is permitted.
- ② Use is permitted subject to the Single Unit Requirements – see Section 4.2.
- ③ Use is permitted subject to the Semi-Detached Requirements – see Section 4.3.
- ④ Use is permitted subject to the Townhouse Requirements – see Section 4.4
- ⑤ Use is permitted subject to the Cluster Residential Area – see Section 4.5
- ⑥ Use is permitted subject to the Multiple Residential Requirements – See Section 4.6

4.2. Single Unit Dwellings

4.2.1. 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: 9.7 m, or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 275 m²
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m

- h) Properties with lot frontage equal to or greater than 15.24 m may contain a backyard suite use. One additional parking space shall be provided for an accessory dwelling unit if provided.
- i) A development permit may be issued to permit multiple main buildings that are single unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

4.3. Semi-Detached Dwellings

4.3.1. 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: 7.8 m per dwelling unit or 6.1 m at the outer edge of a curve.
- b) Minimum lot area: 230 m² per dwelling unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 1.2 m, or 0 m for a common wall
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 16 m
- h) A development permit may be issued to permit multiple main buildings that are semi-detached dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with resulting lots in compliance with the above minimum provisions.

4.4. Townhouse Dwellings

4.4.1. 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 – interior units: 4.8 m, or 4.1 m at the outer edge of a curve.
- b) Minimum lot frontage – end units: 6.0 m, or 4.1 m at the outer edge of a curve.
- c) Minimum lot area – interior units: 130 m² per dwelling unit
- d) Minimum lot area – end units: 180 m² per dwelling unit
- e) Minimum front yard: 3 m
- f) Minimum rear yard: 2.4 m
- g) Minimum side yard: 1.2 m, or 0 m for a common wall
- h) Minimum flanking yard: 5 m
- i) Maximum building height: 16 m
- j) Maximum number of attached units: 8 dwelling units
- k) A development permit may be issued to permit multiple main buildings that are townhouse dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the dwellings, with both resulting lots in compliance with the above minimum provisions.

4.5. Cluster Housing

4.5.1. No subdivision approval or development permit shall be granted for any Cluster Housing development except in accordance with the following provisions. This development style is intended to accommodate multiple mains on one lot, therefore, the following subdivision requirements apply to the larger lot and not for individual units:

- a) Minimum lot frontage: 12 m
- b) Minimum lot area: 270 m² per unit
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 6 m
- f) Minimum flanking yard: 5 m

- g) Minimum separation between buildings: 3.6 m, or 0 m along a common wall
- h) Maximum building height: 16 m
- i) Walkways 1.2 m wide must connect parking areas to individual units. Walkways may be constructed of crusher dust, asphalt, hard-surface pavers, or concrete.
- j) Where cluster developments abut parkland, a pedestrian connection must exist to provide access to the parkland.

4.6. Multiple Unit Dwellings

4.6.1. 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: 8 m
- b) Minimum lot area: 95m² per unit m²
- c) Minimum front yard: 3 m
- d) Minimum rear yard: 2.4 m
- e) Minimum side yard: 3.0 m
- f) Minimum flanking yard: 5 m
- g) Maximum building height: 4 habitable storeys (excluding Underground parking, common/amenity areas, elevator overruns and rooftop amenity areas)
- h) A development permit may be issued to permit multiple main buildings that are multiple unit dwellings on a lot, provided the property could be subdivided into separate lots, each containing one of the buildings, with both resulting lots in compliance with the above minimum provisions.

4.6.2. Any multiple unit dwelling development shall conform to the following architectural design requirements:

- a) No multiple unit dwelling development shall have more than 44 units in a building.
- b) 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.
- c) Multiple residential buildings and associated parking shall be screened from adjacent existing or proposed single family dwellings by means of opaque fencing, structural walls or view obstructing landscaping.
- d) Exterior grade shall be no more than 1.0 m below the top of exposed concrete foundation wall facing the street.

4.6.3. Multiple Unit Building containing 20 units or more units shall provide 20 m² per unit of amenity space and is subject to the following requirements:

- a) Amenity space may include a combination of balconies, indoor recreation rooms, saunas, sundecks, patios, tennis courts, swimming pools, storage units for residents, as well as any landscaped open area. For further clarity, landscaped open area shall include, but is not limited to grassed yards and walkways.
- b) Where a dwelling unit is provided with a balcony at least 4 m² in floor area, the 20 m² amenity space requirement shall be waived.
- c) Amenity Space shall not include any parking areas, hallways, foyers, utility rooms, or laundry areas.

4.7. Accessory Dwelling Units

4.7.1. Only one accessory dwelling shall be permitted on a lot, accessory to a single unit dwelling, as either a secondary suite or backyard suite use.

4.7.2. A secondary suite shall be limited to 100 m².

4.7.3. No development of a backyard suite use may take place unless the backyard suite use meets the yard requirements of a single unit dwelling.

4.7.4. No development permit shall be granted for any backyard suite use except in accordance with the following provisions:

- a) Minimum lot frontage: 15.24 m
- b) Minimum separation distance from the main building: 2.8 m measured wall-to-wall

- c) Maximum habitable floor area shall not exceed:
 - i. the floor area of the main building, or
 - ii. 100 m², whichever is less.

4.7.5. A Backyard suite may not be located between a single unit dwelling and the front lot line.

4.8. Accessory Structures

4.8.1. Accessory uses, buildings and structures shall be permitted in any designation within the agreement, but shall not:

- a) be used for human habitation except where permitted as an accessory dwelling unit;
- b) be built closer than 1.2 m to any lot line except for Balconies & Attached Decks, Fences, and common semi-detached garages which may be centred on the mutual side lot line;
- c) exceed 12 m in height;
- d) in the case of accessory buildings, be built within 1.8 m of a main building; and
- e) be considered an accessory building if attached to the main building through common walls.

4.9. Home-Based Businesses

4.9.1. Nothing in this By-law shall prevent the use of a portion of any dwelling unit or building accessory to a dwelling unit as personal home office or studio for residents of the dwelling unit provided the personal office or studio is either is intended to be visited by a maximum of one person at a time. These are considered home offices, not considered home-based business, and do not need additional parking or a permit.

4.9.2. Home-based businesses which employ up to 1 non-resident employee shall have a maximum gross floor area of 33% of the home (excluding home-based day cares which do not have a maximum gross floor)

4.9.3. Permitted home-based businesses include:

- a) Office uses
- b) Craft project workshop
- c) Day care for 6 or fewer dependants
- d) Personal service shop
- e) Pet grooming

4.9.4. No outdoor storage or display is permitted for any home-based business.

4.10. Parkland

4.10.1. Parkland dedication shall be a minimum of 5% of the total of newly subdivided areas, less right of way, and not including remainder lands shall be deeded to the municipality at completion of Phase 1B. This shall be deemed to satisfy the Parkland Requirements of the Subdivision By-law.

4.11. Parking and Bicycle Parking Requirements and Standards

4.11.1. For every building or structure to be erected or enlarged, off-street parking located within the same lot as the use and having unobstructed access to a public street shall be provided and maintained in conformity with the following **Minimum Parking Supply Requirements Table** following:

MINIMUM PARKING SUPPLY REQUIREMENTS TABLE	
Type of Building	Minimum Parking Required
Any Permitted Residential Use Not Specified Below:	1 parking space per unit
Residential Facility Use:	0.5 parking spaces per four bedrooms
Home-Based Businesses (excluding Home-Based Daycares):	1 space (in addition to that required for the dwelling)
Home-Based Daycares:	2 spaces (in addition to that required for the dwelling)
Home Office Use:	No requirement
Park and Open Space Uses:	No requirement

- 4.11.2. Handicapped parking stalls shall be provided as required by the *Nova Scotia Building Code Regulations*.
- 4.11.3. Individual parking spaces shall have minimum dimensions of 2.4 m x 5.48 m except in the case of handicap parking which shall comply with the requirements of the *Nova Scotia Building Code Regulations*.
- 4.11.4. Parking lots containing more than 6 stalls shall meet the following requirements:
- If the parking area is located between a main building and a street, a marked pedestrian pathway shall be provided between the street and the main entrance of the main building. The pedestrian pathway shall be a minimum 1.2 metres wide;
 - the width of a driveway leading to a parking or loading area, or aisle in a parking area, shall be a minimum width of 3.0 m for one-way traffic and 6.0 m for two-way traffic.
- 4.11.5. For every building or structure to be erected or enlarged, off-street bicycle parking shall be located within the same lot as the use, and shall be provided and maintained in conformity with the following **Minimum Bicycle Parking Supply Requirements Table** following:

MINIMUM BICYCLE PARKING SUPPLY REQUIREMENTS TABLE

Type of Building	Minimum Bicycle Parking Required
Multiple Unit Dwellings:	6 bicycle parking spaces per building with more than 20 dwelling units.

- 4.11.6. Required bicycle parking racks shall be one or more of the following types:
- A ground-affixed rack such as a grid bike rack;
 - inverted-U rack; or a
 - post-and-ring rack that is a minimum of 0.90 metres in height;

PART 5: General Provisions

5.1. Landscaping

- 5.1.1. All disturbed areas not used for structures, parking, walkways, shall be landscaped. Such landscaping shall consist, at a minimum, of sod or hydroseed, but may also include decorative grasses, trees, shrubs, flowers, mulch, ponds, decorative pavers, or other similar materials.
- 5.1.2. A minimum of two trees per lot shall be planted within a Cluster Residential use development.
- 5.1.3. Notwithstanding **Sections 5.1.1 and 5.1.2**, the development officer may grant a occupancy permit without fulfilling landscaping requirements if the Developer provides a financial guarantee, performance bond, or security in the amount equal to the estimated cost of the landscaping. Said financial guarantee, performance bond, or security will be remitted if the work is completed by the developer within a year.

5.2. Encroachments

- 5.2.1. Unless otherwise indicated in a particular zone, every part of any setback required by this By-law shall be open and unobstructed by any structure, with the exception of fences and the structures listed in the **Permitted Encroachments Table** below, which shall be permitted to encroach into or over the specified setback for the distances as specified.

PERMITTED ENCROACHMENTS TABLE

Structure	Yard in which encroachment is permitted	Distance of permitted encroachment
Chimneys, fire place bump outs, cantilevers and decorative features	Any	0.6 m
Window bays	Any	1.0 m
Balconies, enclosed or roofed decks, porches, patios, and verandas, steps, stairs	Front & Rear	2.5 m
Carport	Side	Up to 1.0 m from lot line
Fire Escapes	Rear and Side	2.5 m
Barrier Free access ramps	Any	2.5 m

5.3. Height Exemptions

- 5.3.1. Requirements for maximum building height shall not apply to water tanks, flag poles, chimneys, and tree houses.

5.4. Corner Lot Sight Triangle

- 5.4.1. On a corner lot, no fence, sign, hedge, shrub, bush or tree, or any other structure, vehicle, or vegetation shall be erected, placed, or permitted to grow to a height greater than 0.6 metres above grade within the corner lot sight triangle.

5.5. Watercourse Buffer

- 5.5.1. All development shall be prohibited within 15 m from the ordinary high-water mark of all provincially confirmed watercourses.

- 5.5.2. Notwithstanding **Section 5.5.1**, the following uses are permitted within the watercourse buffer:

- a) utility uses,
- b) public streets and infrastructure,
- c) fences,
- d) park uses, and
- e) trails.

5.6. Ungulates, Fowl and Rabbits

- 5.6.1. The keeping of ungulates and fowl on the lands is not permitted.

5.7. Electric Vehicle Charging

- 5.7.1. Nothing in this By-law shall prevent the installation of an electric vehicle charging station where the station is for the exclusive domestic use of a dwelling unit, and shall not have to meet any setback requirements.

- 5.7.2. Charging stations for electric vehicles that are not for the exclusive use of a dwelling unit shall be permitted in all areas, and shall not have to meet any setback requirements.

5.8. Temporary uses

- 5.8.1. The Development Officer may issue a development permit in any zone for temporary uses and uses and structures, including temporary construction uses.

5.9. Signs

- 5.9.1. The following signs are permitted in this development and do not require a development permit, if they are not internally illuminated:

- a) Signs showing the civic number of a building provided such signs do not individually exceed 0.2 m² in sign area.
- b) Signs showing the name of a resident or an occupier provided such signs do not individually exceed 0.2 m² in sign area.
- c) "No Trespassing" signs or other signs regulating the use of a lot provided such signs do not individually exceed 0.2 m² in sign area, unless otherwise directed by a public authority.
- d) Real estate signs that advertise the sale, rental or lease of the premises provided such signs do not individually exceed 0.6 m² in sign area.
- e) Signs regulating or denoting on-premises traffic or parking, or other signs denoting the direction or function of various parts of a building or premises, provided that such signs do not individually exceed 0.5 m² in sign area.
- f) Signs incidental to construction and within the area of such construction and erected only during the period of construction, provided such signs do not individually exceed 10 m² in sign area.
- g) Election signs.

- 5.9.2. Signs for a Home-Based business use or Home-Based Daycare use shall be permitted without a development permit subject to the following requirements:
- a) A maximum of one sign is permitted for each street having frontage for the lot;
 - b) Signs shall not be placed on or attached to a roof;
 - c) Each sign shall not exceed 0.61 square metres in area;
 - d) Any free-standing sign shall not exceed a height of 1.2 metres; and
 - e) Signs shall not be internally illuminated.
- 5.9.3. Two free-standing signs shall be permitted on the Lands to denote the community or subdivision name.
- a) The locations of such signs shall require the approval of the Development Officer and Development Engineer and be located on private property outside of the street-right-of-way.
 - b) The maximum height of any such sign inclusive of support structures shall not exceed 4.6 m and the face area of any sign shall not exceed 5.5 m².
 - c) All such signs shall be constructed of natural materials such as wood, stone, brick, enhanced concrete or masonry.
- 5.9.4. All other signs are prohibited.

PART 6: SUBDIVISION OF THE LANDS

- 6.1.1. Subdivision applications shall be submitted to, and approved by the Development Officer in accordance with the following terms and conditions:
- a) Phasing of Subdivision shall generally conform with **Schedule C**.
 - b) Final subdivision approval for a phase shall not be granted until final approval has been granted for the previous phase or as enabled by this agreement;
 - c) The Development Officer may grant final subdivision approval for partial phases of the development;
 - d) Notwithstanding **6.1.1 b) and 6.1.1 c)**, the development officer may grant final subdivision approval for a phase prior to granting final approval for the previous phase if the Developer submits a financial guarantee, performance bond, or security in an amount equal to 110% of the estimated cost of uncompleted services or if the Town Engineer determines that the portion of the incomplete phase is non-essential to the greater service network.
 - e) Notwithstanding **6.1.1 a) and 6.1.1 b)** the Development Officer, in consultation with the Development Engineer and other jurisdictions having authority where required, may authorize variations to the order of phasing, and allow development of concurrent or partial phases.

PART 7: STREETS AND MUNICIPAL SERVICES

7.1. General Provisions

- 7.1.1. The design and construction of Municipal roads and service systems shall meet the requirements established with the Infrastructure Development Standards of the Town except as varied by this agreement.
- 7.1.2. No more than 300 dwelling units shall be serviced by a single public road access.

7.2. Off-Site Disturbance

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

7.3. Streets

- 7.3.1. Streets, sidewalks, walkways and trails shall generally conform to the locations and alignments illustrated on **Schedule E** and be built in accordance with the road cross-sections within **Schedule F** unless otherwise approved by the Town Engineer.

- 7.3.2. The Developer shall be permitted to vary the Municipal Requirements to enable development of rights-of-way based on the cross-sections shown in **Schedule F**. The Town Engineer may permit variation of both the Municipal Requirements and cross-sections shown in Schedule F of this agreement.
- 7.3.3. Unless otherwise agreed to by the Developer and Development Officer in consultation with the Town Engineer, the developer shall be responsible for installing sewer and water lines, and base asphalt of the noted width at their expense; and the Town shall be responsible to install curb, sidewalks, multi-use path, top lift asphalt, street/traffic signs at their expense.
- 7.3.4. Provided that the Town Engineer and the Development Officer agree, the developer may construct and install curb, sidewalks, multi-use path, and top lift asphalt, and be reimbursed by the Town for the cost of construction.
- 7.3.5. Further to **section 7.3.3**, the road design may be revised to implement a ditched drainage system in lieu of curb and gutter provided that pedestrian connectivity is maintained, and the Developer, Town Engineer, and Development Officer agree.
- 7.3.6. Where any private driveway is proposed to service more than one building, a note shall be placed on the subdivision plan indicating that the Town does not own or maintain the private driveway.

7.4. Utilities

- 7.4.1. Utility uses are permitted in all areas, including municipal water, wastewater and stormwater systems, linear utility infrastructure such as, but not limited to, electric transmission lines or gas pipelines.
- 7.4.2. Uses and structures immediately related to the operation of adjacent utility infrastructure shall be permitted as accessory uses. Such accessory uses may include, but are not limited to, electric transformers, pumps and lift stations, control centres, and maintenance sheds for on-site maintenance.
- 7.4.3. There are no minimum lot frontage, area or setback requirements for any utility use permitted by this Section.
- 7.4.4. Stormwater infrastructure located on private property shall be owned and maintained by the property owner.
- 7.4.5. No subdivision approvals shall be granted for any phase of the Development unless:
 - a) the Town Engineer is satisfied that existing Municipal service systems have sufficient capacity; or
 - b) the Developer has entered into an agreement with the Town for construction of the necessary upgrades.

PART 8: AMENDMENTS

8.1. Non-Substantive Amendments

- 8.1.1. Any non-substantive amendment to either the terms of this agreement or to any Schedules shall be reviewed and a decision made by the Development Officer.
- 8.1.2. The following items are considered by all parties to be non-substantive:
 - a) Amendments to the development standards in **Part 4** of this agreement.
 - b) Amendments to **Section 2.4 c)** to permit a change in the maximum number of overall dwelling units, provided that there is servicing capacity, and does not exceed 110% of dwelling unit maximum **per Section 2.4 c)**.
 - c) Amendments related to the definitions in **Schedule G**, and associated amendments to enable any added uses to the Permitted Land Use Table.

8.2. Substantive Amendments

- 8.2.1. 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.
- 8.2.2. Amendments to any matters not identified under **Section 8.1** shall be deemed substantive.

8.3. Future Amendments

- 8.3.1. Further to **Section 8.1, Section 8.2 and Section 8.3**, where amendments apply to a single or limited number of parcels, the owners of the applicable parcels shall be signatories to the amending agreement, where all parcels are subject to the amendments, all land owners shall be signatories.

PART 9: REGISTRATION, EFFECT OF CONVEYANCES AND DISCHARGE

9.1. Registration

- 9.1.1. 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 and the Developer shall incur all costs in recording such documents.

9.2. Subsequent Owners

- 9.2.1. This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Lands which are the subject of this Agreement until this Agreement is discharged by Council.
- 9.2.2. Upon the transfer of title to any lot(s), the subsequent owner(s) thereof shall observe and perform the terms and conditions of this Agreement to the extent applicable to the lot(s).

PART 10: ENFORCEMENT AND RIGHTS AND REMEDIES ON DEFAULT

10.1. Enforcement

- 10.1.1. The Developer agrees that any officer appointed by the Town 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 Town 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.

10.2. Failure to Comply

- 10.2.1. If the Developer fails to observe or perform any conditions of this Agreement after the Town has given the Developer 90 days written notice of the failure or default, then in each such case:
- a) The Town 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 Town 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 Town 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) In addition to the above remedies, the Town 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:

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 AND DELIVERED
in the presence of:

The Shaw Group Limited
Developer

Witness

The Shaw Group Limited

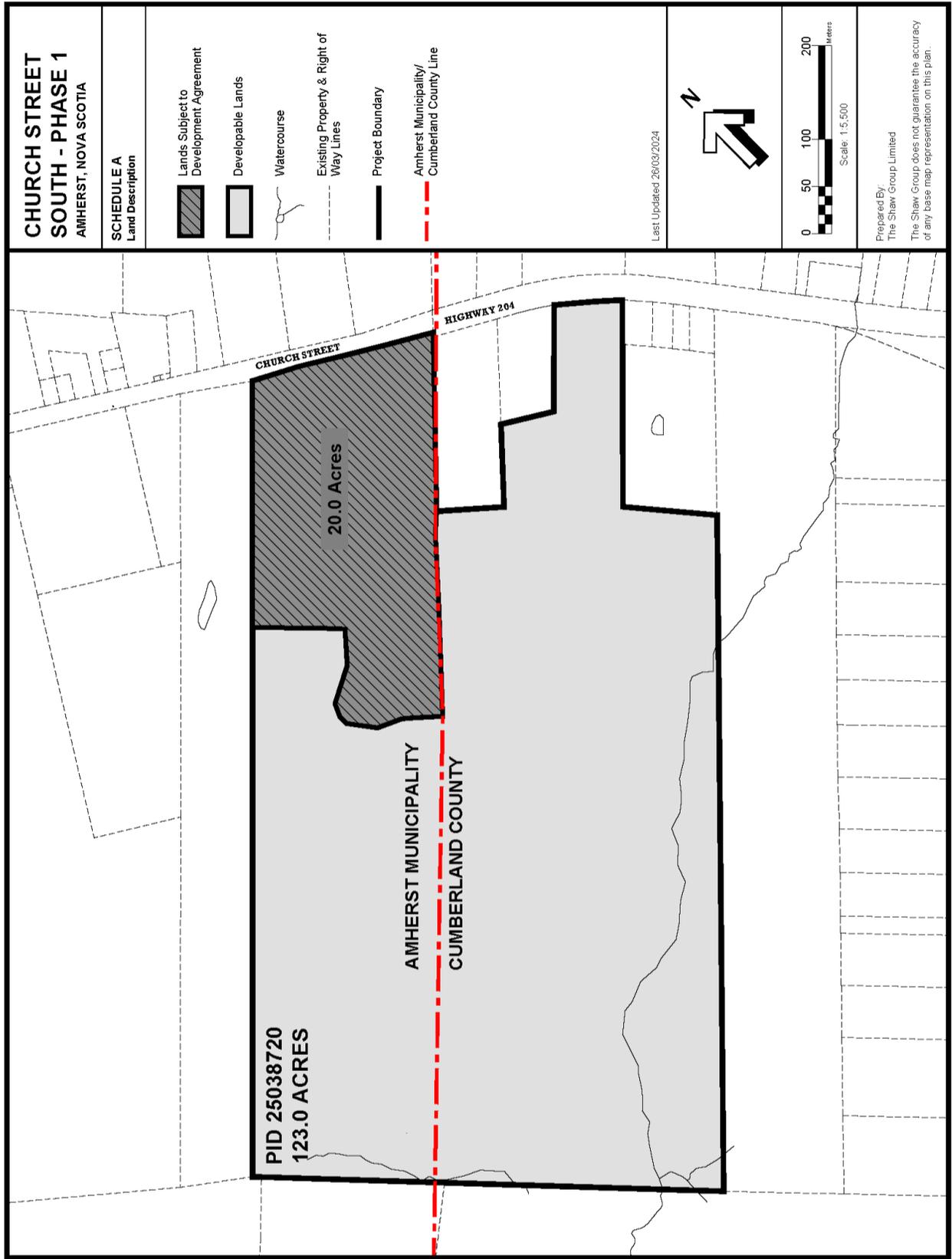
Province of Nova Scotia, **County of Halifax.**

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 [names]**, CAO & Municipal Clerk, signing authority for the Town of Amherst, one of the parties thereto, signed, sealed and delivered the same in his/her presence.

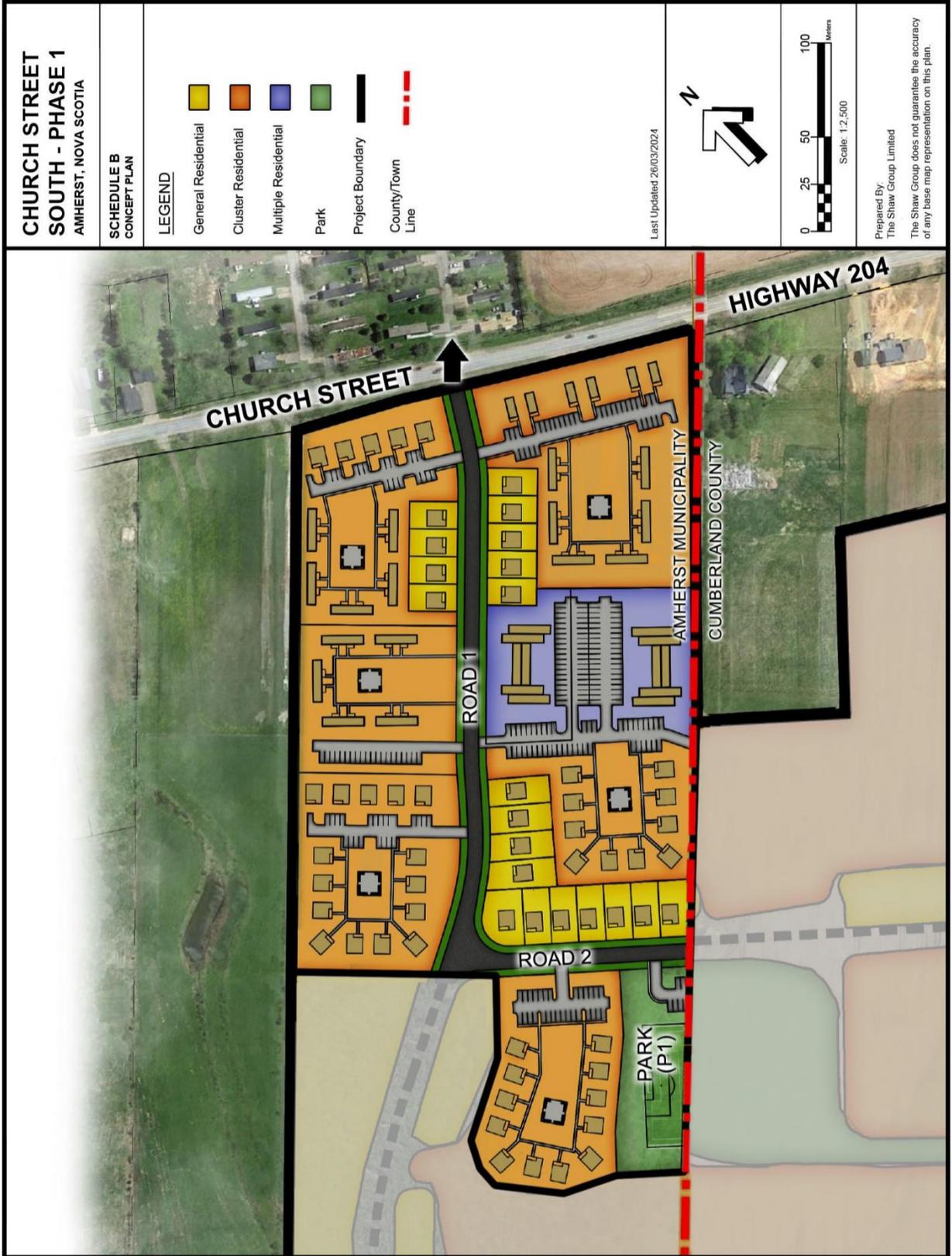
A Commissioner of the Supreme
Court of Nova Scotia

SCHEDULE A – Land Description

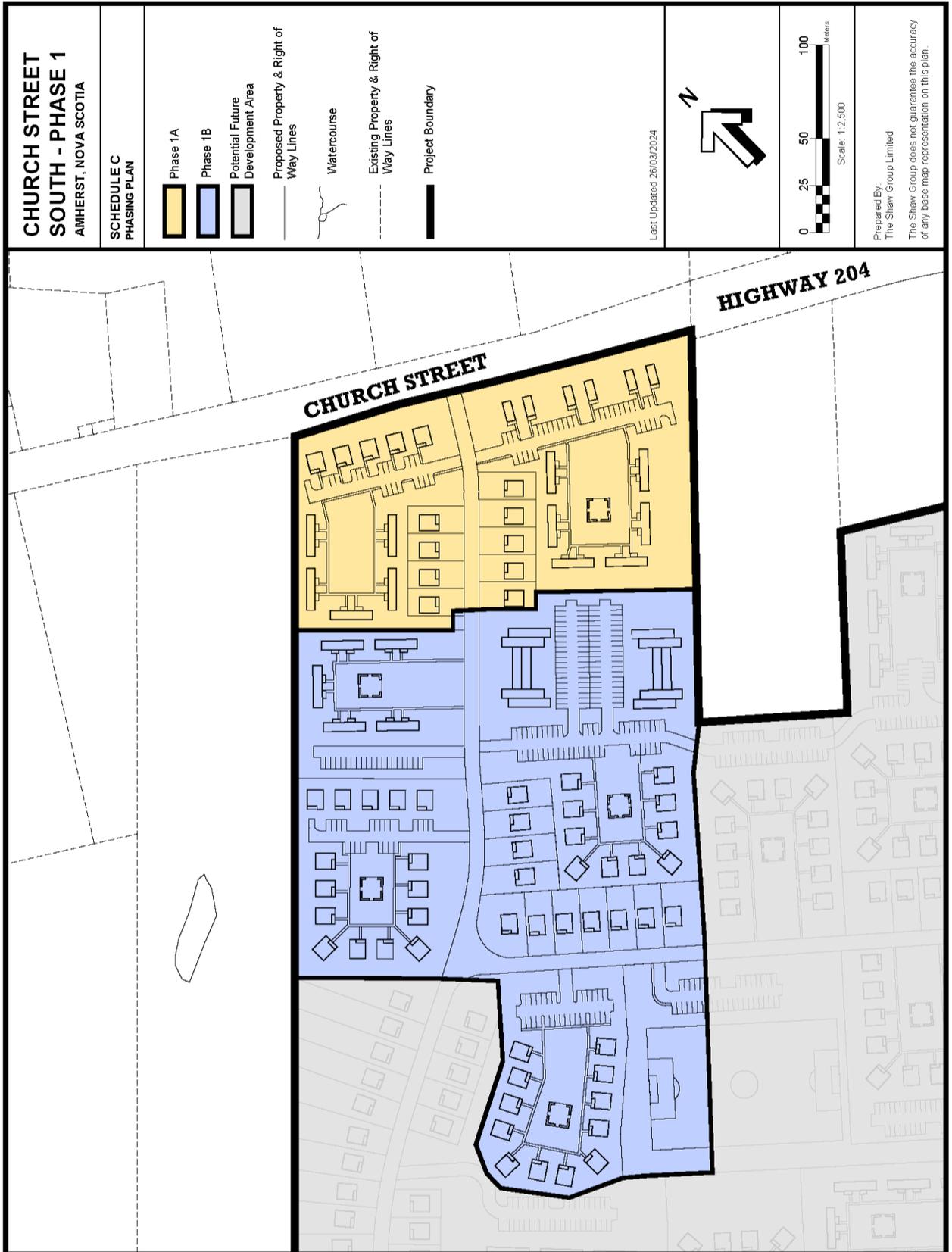
TEXT DESCRIPTION TO BE ADDED



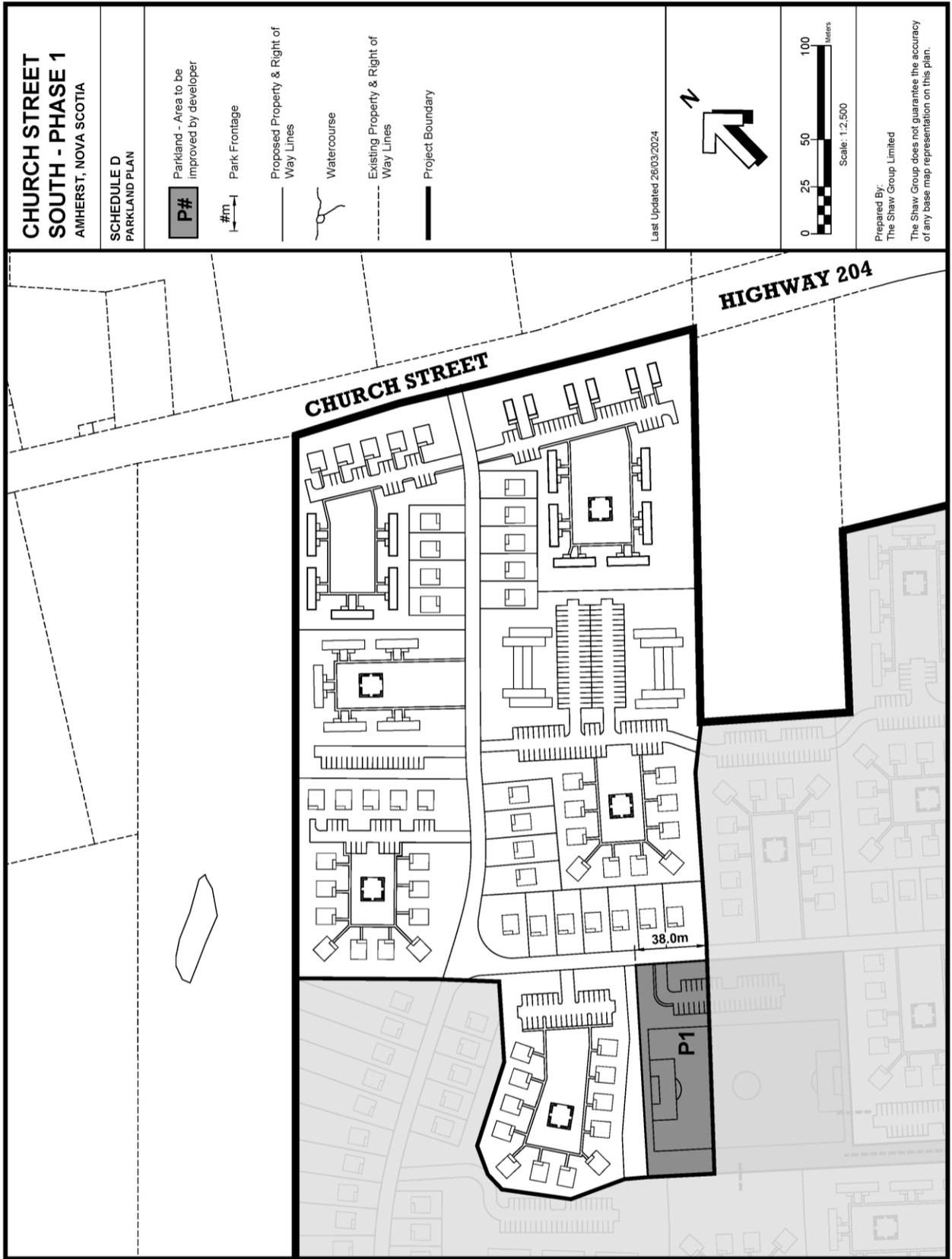
SCHEDULE B – Land Use Concept Plan



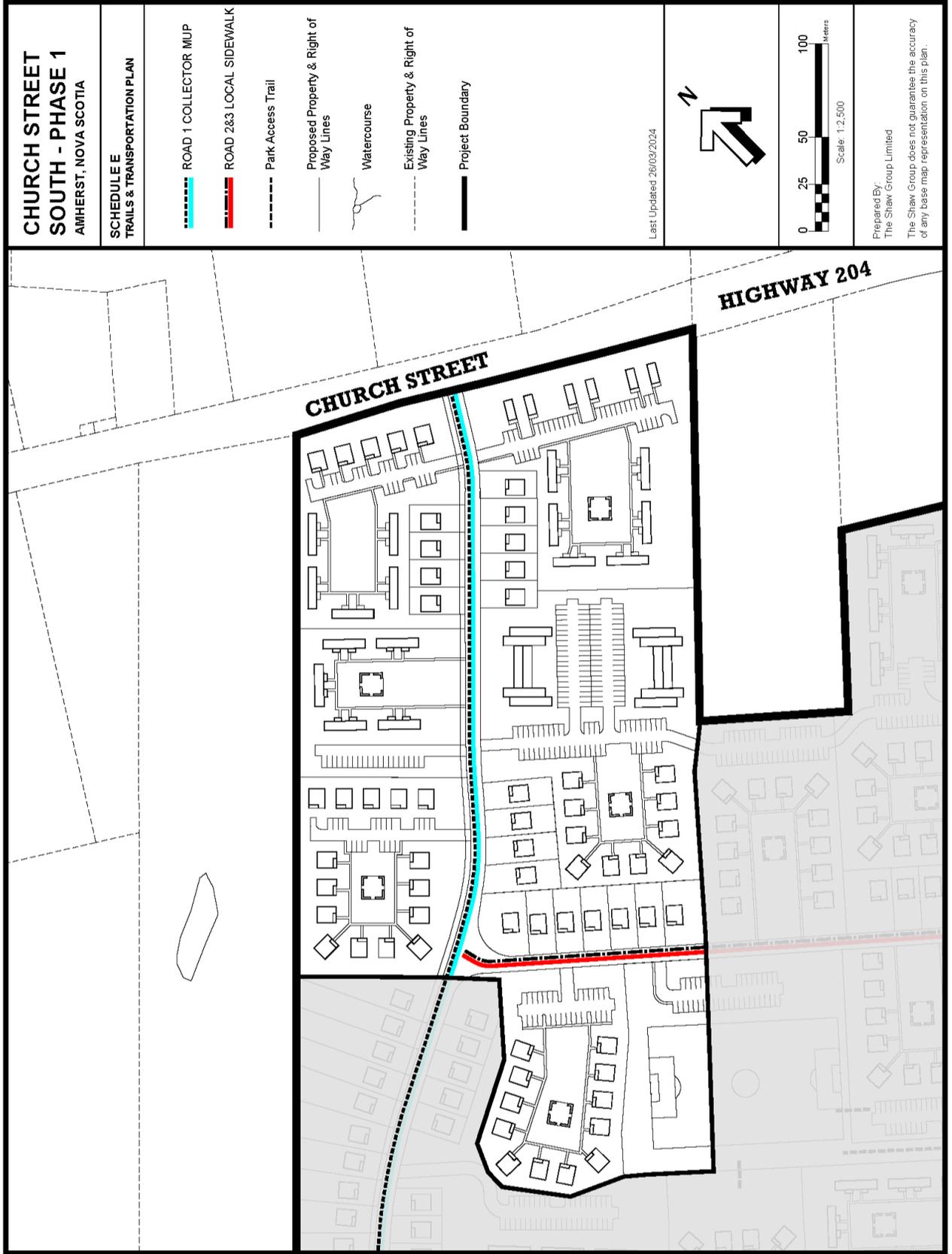
SCHEDULE C – Phasing Plan



SCHEDULE D – Parkland Plan



SCHEDULE E – Trails & Transportation Plan



SCHEDULE F – Road Cross Sections

<p>CHURCH STREET SOUTH - STAGE 1 AMHERST, NOVA SCOTIA</p>	<p>ROAD 1 LOCAL MUP 14.5m R.O.W.</p>
<p>SCHEDULE F ROAD CROSS SECTIONS</p>	<p>ROAD 2&3 LOCAL 13.0m R.O.W.</p>
<p>Last Updated 26/03/2024</p>	<p>NTS</p>
<p>Prepared By: The Shaw Group Limited</p> <p>The Shaw Group does not guarantee the accuracy of any base map representation on this plan.</p>	

SCHEDULE G

DEFINITIONS

Accessory dwelling units	Accessory dwelling units means either a secondary suite use or a backyard suite use.
Accessory Use	Accessory Use means a use that is subordinate, incidental, and devoted to a main use on a lot.
Average Finished Grade	Average Finished Grade means the elevation of the finished ground abutting a structure, averaged around the perimeter of the structure.
Backyard Suite Use	Backyard Suite Use means a dwelling unit that is: (a) located within an accessory structure; (b) located on its own footing or foundation; and (c) not attached to a main building.
Balconies & Attached Decks	Balconies & Attached Decks means an unroofed elevated platform projecting from the wall of a building that may be semi-enclosed by a railing or a parapet, but where the structure remains open to the outside elements.
Building	Building means every continuous enclosed area with exterior walls on a lot that: (a) is built, erected, and framed of a combination of materials; (b) is either portable or fixed; (c) has a roof; (d) forms a structure for the shelter of persons, animals, or property; and (e) is located, in whole or in part, above or below grade.
Cluster Housing Use	Cluster Housing Use means a use where one or more clusters of units with separate pedestrian entrances are on the same lot. Units within a cluster housing use may be attached. Accessory facilities such as amenity areas, parking and driveways may be part of this use. For clarity, a cluster housing use include but is not limited to detached, semi-detached and townhouse dwelling units.
Corner Lot Sight Triangle	Corner Lot Sight Triangle means the area of a corner lot that is enclosed by a triangle, the apex of which is the intersection of the flanking lot line and the front lot line, two sides of which triangle are 6 metres in length measured from said point of intersection along the said lines and the base of which triangle is formed by a straight line joining the said exterior lot lines at the said points 6 metres from the intersection.
Daycare Use	Daycare Use means premises in which supervision is provided for individuals during the day. This definition excludes a school use or a hospital use.
Daycare, Home-Based Use	Home-Based Daycare Use means a family home daycare facility located in any portion of an existing residential dwelling without overnight accommodation and shall be in compliance with the Provincial regulations for the maximum number of children permitted in a home-based daycare.
Development	Development means the erection, construction, alteration, placement, location, replacement, or relocation of, or addition to, a structure and a change or alteration in the use made of land or structures.

Development Officer	Development Officer means a person or persons appointed by Council to administer land use matters, including this development agreement.
Dwelling or Dwelling Unit	Dwelling or Dwelling Unit means living quarters that: <ul style="list-style-type: none"> (a) are accessible from a private entrance, either outside the building or in a common area within the building; (b) are occupied or, if unoccupied, are reasonably fit for occupancy; (c) contain kitchen facilities within the unit; and (d) have toilet facilities that are not shared with the occupants of other dwelling units.
Exterior Grade	The elevation at which the finished grade of the ground where it meets the exterior of the front of a building or structure.
Floor Area	Floor Area means the horizontal area of all floors of a building or a parking structure, measured from the interior faces of any exterior wall or fire wall, but excludes the following: <ul style="list-style-type: none"> (a) unenclosed space outside any exterior walls or located on a rooftop, such as balconies, decks, and patios; (b) elevator shafts; (c) rooftop greenhouses; and (d) any space open to a floor below; and (e) interior staircases.
Ground Floor Commercial Use	Ground Floor Commercial Use means a permitted commercial use occupying a portion or the entirety of the first storey above grade in a building.
Habitable Storey	Habitable Storey means that portion of a building between any floor and the floor or ceiling or roof next above containing bedrooms or dwelling units.
Height	Height means the vertical distance between a structure's average finished grade and the structure's highest point.
Home-Based Business Use	Home-based business use means the use of a portion of a dwelling unit or an accessory structure for gainful employment, but excludes a short-term rental use except as permitted, a Home-Based Daycare use, or a home office use.
Home Office Use	Home Office Use means an office-related activity operated within a dwelling unit that does not regularly require direct in-person contact with clients on the premises, but excludes a home-based business use.
Lot Frontage	Lot Frontage means the distance between the side lot lines of a lot measured along the street, highway or private road.
Lot Line, Flanking	Flanking Lot Line means a side lot line that abuts the street or private road on a corner lot.
Lot Line, Front	Front Lot Line means the line dividing the lot from the street or private road. In the case of a corner lot or a lot with more than one line abutting a single street or private road the shorter boundary line abutting the street private road shall be deemed the front lot line. In the case of a through lot the longer boundary dividing the lot from the street or private road shall be deemed to be the front lot line.
Lot Line, Rear	Rear Lot Line means the lot line furthest from or opposite to the front lot line.

Lot Line, Side	Side Lot Line means a lot line other than a front, flanking, or rear lot line.
Main Building	Main Building means a building that contains a primary use on a lot.
Medical Clinic Use	Medical Clinic Use means premises used for the medical examination and treatment of patients on an outpatient basis, for purposes such as family medicine, primary health care, walk-in clinic, dentistry, optometry, podiatry, nutritional counselling, psychiatry, psychological counselling, crisis intervention, physiotherapy, chiropractic, osteopathy, harm reduction, massage therapy, and other similar uses.
Model suite uses	Model Suite Use means premises used to display a sample dwelling unit that is available for sale or rental in a residential development, and may incorporate sales or rental offices.
Multiple unit dwellings	a building consisting of 4 or more dwelling units which shall not include townhouses.
Office Use	Office Use means premises in which a person transacts the affairs of a business, profession, service, industry, or government, excluding a home office use.
Outdoor Storage and Display	Outdoor Storage and Display means either: <ul style="list-style-type: none"> a) storage exterior to a building of items such as merchandise, goods, inventory materials, or equipment and where such items are not intended for immediate sale; but does not include items ancillary to a residential use, such as, but not limited to, firewood for on-site consumption; or b) the display of retail goods or materials intended for the immediate sale to the general public where such goods are not enclosed within a building.
Park Use	Park Use means land that is primarily used for outdoor recreational purposes, either active or passive or green space conservation. A park use may include land and buildings for uses that are accessory to the park use or uses associated with government or not-for-profit organizations.
Personal Service Use	Personal Service Use means services for the needs of individuals or pets, such as grooming and haircutting, tailoring and shoe repair, tattooing, tutoring, depots for collecting dry cleaning and laundry, laundromats, warming and cooling centres, food banks, soup kitchens, drop-in centres, funeral homes, and the retail sale of products accessory to any service provided. For further clarity, a personal service use does not include veterinary facility uses, kennel uses, pet daycare uses, and crematorium uses.
Residential Facility Use	Residential Facility Use means a building or part of a building operated as one integrated facility in which accommodation is provided to individuals and that includes additional care and services for residents, such as, but not limited to, medical care, supervisory or personal care, and counselling, but shall not include a facility that is licensed by or under contract to Corrections Canada or Nova Scotia Corrections, or successor bodies. Examples include special care facilities such as nursing homes and group homes.

Retail Store Use	Retail Store Use means a building or part of a building in which goods, wares, merchandise, substances, articles, or things are offered or kept for sale directly to the public at retail, but does not include automotive sales, boat and marine sales, or heavy equipment sales.
Secondary suites	Secondary Suite Use means a self-contained subordinate dwelling unit contained within a main dwelling unit.
Short-term Rental	A dwelling unit, or part thereof, that is used mainly for the reception of the travelling or vacationing public and is provided as temporary accommodation for compensation.
Semi-detached dwellings	Semi-Detached Dwelling Use means two dwelling units, where each is located on an individual lot, but joined along a single lot line.
Setback	Setback means a required distance to a specified lot line or a transportation reserve boundary from an exterior wall of a building or a use at, above, or below grade.
Sign	Sign means any structure designed or intended to convey information using words, images, symbols, pictures, logos, or any combination thereof, for the purpose of providing direction, information, identification, advertisement, business promotion, or the promotion of a product, activity, service, or idea. For further clarity, country flags, decorations or festival signage are not considered a sign.
Single unit dwelling use	Single unit dwelling use means a detached building containing one dwelling unit. For further clarity, a single-unit dwelling use shall include a mobile dwelling.
Street	Street means a public street, highway, road, lane, sidewalk, thoroughfare, bridge and square, and the curbs, gutters, culverts, and retaining walls in connection therewith.
Structure	Structure means anything that is erected, built, or constructed of parts joined together or any such erection fixed to or supported by the soil or by any other structure. A structure shall include buildings, walls, wharves, seawalls, attached decks, signs, and fences.
Temporary Construction Use	Temporary Construction Use means a use, which in the opinion of the Development Officer, is of limited duration and accessory to a development in progress, such as: <ul style="list-style-type: none"> (a) work camps; (b) construction camps; (c) rock crushers; (d) sales or rental offices; (e) on-site construction management offices; (f) tool or maintenance sheds; and (g) shipping containers that serve as one of the foregoing.
Temporary Use	Temporary Use means a use that is 90 cumulative days or less in duration within any one calendar year and is: <ul style="list-style-type: none"> (a) associated with a holiday or special event, or (b) accessory to a permitted main use; and (c) excludes a temporary construction use.

Townhouses	Townhouse means a building that is divided vertically into three or more dwelling units, where each unit is located on a separate lot, and each unit has an independent pedestrian entrance.
Watercourse	means the bed and shore of a natural river, stream, lake, creek, pond, marsh, estuary or salt-water body that contains water for at least part of each year.
Utility uses	Utility Use means structures, equipment, or materials used to store or convey stormwater, or any structures, equipment, or materials used by a corporation, municipality, or other entity authorized to install and maintain energy, gas, water, or communication systems for public use.
Yard	Yard means an open area at ground level that is uncovered by any main building, except where an encroachment is permitted.
Yard, Flanking	Flanking Yard means a side yard which abuts a street on a corner lot.
Yard, Front	Front Yard means a yard that extends across the full width of a lot between the front lot line and the nearest main wall of any building or structure on the lot.
Yard, Rear	Rear Yard means a yard that extends across the full width of lot between the rear lot line and the nearest main wall of any main building on the lot.
Yard, Required	Required Yard means the area between a front, side, rear, or flanking lot line and a line parallel to the respective lot line set back a distance equal to the applicable yard setback.
Yard, Side	Side Yard means a yard extending between the front yard and the rear yard and between a side lot line and the nearest main wall of any main building on the lot.

