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## DEVELOPMENT AGREEMENT

**TO PERMIT A MULTIPLE UNIT RESIDENTIAL DEVELOPMENT CONSISTING OF TWO 42-UNIT FOUR-STOREY BUILDINGS AT 118 LYMAN STREET (PID nos. 20188645 and 20438784)**

THIS AGREEMENT MADE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2015

BETWEEN:

**BRENTWOOD DEVELOPMENTS LIMITED**, of Halifax, Province of Nova Scotia (hereinafter called the "Developer")

OF THE FIRST PART

- and -

the **TOWN OF TRURO**, a body corporate (hereinafter called the "Town")

OF THE SECOND PART

**WHEREAS** the Developer has good title to lands situated off Lyman Street in Truro, Nova Scotia and identified as PID nos. 20188645 and 20438784, and which said lands (hereinafter called the "Property") are more particularly described in Schedule "A" of this Agreement;

**AND WHEREAS** pursuant to Policy R-37 of the Town of Truro's Municipal Planning Strategy the Developer has requested that a development agreement be entered into to permit a multiple unit residential development consisting of eighty-four dwelling units, hereinafter called the "Development";

**AND WHEREAS** the Town, by a resolution of Council passed on the 7<sup>th</sup> day of October 2015 approved this Development Agreement to permit the Development.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the granting by the Town of the Development Agreement requested by the Developer, the Developer and the Town agree as follows:

### **PART 1: DEFINITIONS**

For the Purpose of this Agreement, all other words shall carry their customary meaning except those defined under SECTION 1 of the Town of Truro Land Use By-law, as amended.

### **PART 2: GENERAL REQUIREMENTS**

- 2.1 Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the requirements of the Town of Truro Land Use By-law, as amended.
- 2.2 Subject to the provisions of this Agreement, the Developer shall be bound by all By-laws and regulations of the Town as well as by any applicable provincial and federal statutes and regulations.
- 2.3 Notwithstanding Section 2.2, where the provisions of this Agreement conflict with those of any provincial or federal regulations, by-laws or codes, the more stringent requirements shall apply.
- 2.4 The Developer shall assume full responsibility for meeting all obligations and financial liabilities required to meet all federal, provincial, or municipal regulations, By-laws or codes in force at the present time, or any time in the future.
- 2.5 Further to Section 2.2, the Developer shall obtain any necessary approvals from the Fire Marshal's Office and shall meet all the "Barrier Free" or "Handicap Access" provisions of the National Building Code.
- 2.6 The Schedules to this Agreement form part of this Agreement and are binding upon the Developer. Where a provision of a Schedule conflicts with the body of this Agreement, the body of this Agreement shall prevail.

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### **PART 3: DEVELOPMENT OF THE PROPERTY**

#### **3.1 Land Use**

- 3.1.1 Only the following uses shall be permitted on the Property:
- a) two multiple unit residential buildings, each containing a maximum of forty-two dwelling units ;
  - b) parking accessory to the main use.
- 3.1.2 The development of any accessory structures shall comply with the Accessory Building Requirements as set out in the Town of Truro Land Use By-law, as amended;
- 3.1.3 The Developer shall ensure that:
- a) all structures are maintained in good repair and in a tidy, attractive and usable state;
  - b) all lawns, trees, shrubs, parking areas, lighting systems, and other landscaping elements are maintained in a tidy, attractive and usable state free of unkempt matter of any kind;
  - c) the Development shall not generate emissions such as noise, dust, radiation, odors, liquids, or light to the air, water, or ground so as to create a recognized health or safety hazard, or create a nuisance to the adjacent properties.

#### **3.2 Building and Site Requirements**

- 3.2.1 **Architectural Design**  
The Developer shall construct and maintain the existing building in conformance with architectural details of the building as set forth in this Agreement and described in Schedule "C" attached, consisting of Elevation drawings and forming part of this Agreement.
- 3.2.2 **Materials**
- a) Siding shall be typical of residential construction and consist of one or more of the following materials: brick, wooden clapboards or shakes, or a material designed to resemble clapboards or shakes.
  - b) Windows and doors shall be consistent with the style depicted in Schedule "C" attached, consisting of elevation drawings and forming part of this Agreement.
- 3.2.3 **Site Plan**
- a) The Developer shall be responsible for and may develop and maintain the Property in accordance with the Site Plan in Schedule "B" attached and forming part of this Agreement.
  - b) In addition to the landscaping details shown on the Site Plan in Schedule "B", attached and forming part of this Agreement, the Developer shall be responsible for the construction and maintenance of a walkway connection to from the proposed development to Adam Street.
  - c) The Developer agrees to limit tree removal to the extent shown on the Site Plan in Schedule "B", attached and forming part of this Agreement and delineated by a line labelled "Extent of Tree Removal".
  - d) In addition to the new trees shown on the Site Plan in Schedule "B", attached and forming part of this Agreement, the Developer agrees to plant and maintain new trees on the Property that will, when mature, form an opaque visual barrier at least 5 m (16 feet) in height between the Development and 103 Burnyeat Street.
- 3.2.4 **Municipal Services**  
All on site servicing and connections to the Town's Sanitary Sewer and Water Services by the Developer will be designed, constructed, and maintained in a manner that is satisfactory to the Town Engineer's Office.
- 3.2.5 **Storm Water Management**
- a) The Developer shall be responsible for developing the site in accordance with the storm-water management plan depicted in Schedule "E", attached and forming part of this Agreement.
  - b) Except where otherwise permitted by the Town Engineer, the storm-water management plan depicted in Schedule "E", attached and forming part of this Agreement, shall be implemented in its entirety prior to the issuance of any development permit for the Development.
  - c) All on site servicing and connections to the Town's storm sewer must be designed, constructed, and maintained in a manner that is satisfactory to the Town Engineer's Office.

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### 3.2.6 Parking and Vehicle Access

- a) The Developer shall provide parking for 36 vehicles on the lower level of each proposed building
- b) The Developer shall develop and maintain surface parking for 48 vehicles, generally as shown on the Site Plan in Schedule "B", attached and forming part of this Agreement.
- c) The Development shall include a minimum of 4 accessible stalls.
- d) The Developer shall be responsible for supplying, installing, and maintaining at the Developer's cost, directional and regulatory signage on the Property as required by the Town's Traffic Authority.
- e) Final design and location of all driveways, parking stalls, aisles, and required regulatory signage are subject to approval by the Town's Traffic Authority
- f) No required parking space may be occupied by snow storage or by a refuse, recycling, compost container, or accessory building.

### 3.2.7 Lighting

- a) The Developer shall install lighting for the parking areas and walkways in a manner that provides sufficient light for building entrances, parking areas, driveways, and walkways.
- b) Exterior illumination on the Property shall be limited to cut-off fixtures that do not shine above the horizontal and only illuminate parking areas, driveways, walkways, stairways, and building entrances on the Property.
- c) Exterior illumination shall not cause neighbouring properties or roadways to be illuminated.

### 3.2.8 Operation and Maintenance of Property

- a) Any refuse, composting, or recycling container must be screened from public view and not situated within 6.0 metres (19.8 feet) of an abutting property.
- b) The Developer shall keep the Property free from litter and debris and shall provide litter (and recycling if provided) receptacles in appropriate and easily accessible locations and service, maintain, and empty the receptacles as required.
- c) All alterations, repairs, or modifications through maintenance pursuant to this Agreement to the exterior of the building and landscape shall be subject to the issuance of a development permit whether these alterations, repairs, or modifications through maintenance are structural or not.

### 3.2.9 Signage

All signage shall comply with the requirements of the Town of Truro Land Use By-law, as amended.

### 3.2.10 Hours of Construction

The Developer agrees that any heavy equipment used during construction shall not be operated from 8 p.m. to 8 a.m. unless the prior written consent of the Development Officer has been obtained.

## **PART 4: VARIANCE**

- 4.1 The development officer may grant a variance in the terms of this Agreement in accordance with Section 235 of the Municipal Government Act.

## **PART 5: AMENDMENTS**

- 5.1 The following shall be considered not substantive matters:
  - a) the addition, removal or relocation of accessory buildings;
  - b) the addition or relocation of driveway entrances, subject to Town of Truro Traffic Authority approval; and
  - c) changes to the site plan resulting from the relocation or addition of driveway entrances; and
  - d) changes to the landscaping elements as shown on the Site Plan in Schedule "B", attached and forming part of this Agreement.
- 5.2 Items listed as not substantive matters may be amended in accordance with Section 230 of the Municipal Government Act.
- 5.3 Substantial matters shall relate to any matter not identified as insubstantial in this Part or otherwise addressed in this Agreement. This Agreement may be amended in order to provide for substantial matters according to the Municipal Government Act.

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## **PART 6: IMPLEMENTATION**

- 6.1 Upon breach by the Developer of any of the terms or conditions of this Agreement, the Town may, after thirty days notice in writing to the Developer of the breach, enter the Property and perform any of the terms and conditions of this Agreement. It is agreed that all reasonable expenses arising out of the entry or the performance of the terms and conditions may be recovered from the Developer by direct suit and shall form a charge on the Property.
- 6.2 This Agreement shall be binding upon the Developer's assigns, mortgagees, lessees, successors and occupiers of the Property.
- 6.3 The Developer hereby certifies that it is the sole owner of the Property, having received a warranty deed from ----- on ----- and recorded at the Colchester Registry of Deeds on ----- as document number ----- . The Developer further certifies that it has not disposed of any interest in the Property and there are no judgements, mortgages or other liens or encumbrances affecting the Property in addition to those described in this Agreement.
- 6.4 This Agreement shall be filed by the Town in the Land Registration Office and shall form a charge or encumbrance upon the Property.
- 6.5 The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforcement of any other provisions.
- 6.6 This Agreement may be discharged, in whole or in part, at the discretion of the Town upon the completion of the Development and the satisfactory fulfillment of the terms of this Agreement and upon such time as the Town of Truro Land Use By-law has been amended to allow for the use of the Property as set out in this Agreement or a new agreement has been entered into.

## **PART 7: TIMING**

- 7.1 The Developer shall enter into this Agreement within one year of the Town's approval of this Agreement.
- 7.2 The Developer shall apply for the necessary building and development permits for the first building within one year of entering into this agreement.
- 7.3 Construction of the first building along with 60 parking spaces, including 2 accessible stalls, shall be substantially complete within one year of the Developer having obtained the necessary permits.
- 7.4 The Developer shall apply for the necessary building and development permits for the second building within four years of entering into this agreement.
- 7.5 Construction of the second building along with 60 parking spaces, including 2 accessible stalls, shall be substantially complete within one year of the Developer having obtained the necessary permits.
- 7.6 If the Developer fails to conform to any of these specified time limits, or breaches any other term of this Agreement, this Agreement may be discharged by Council, with or without the concurrence of the property owner, and the lands will become subject to the Municipal Planning Strategy and Land Use By-law.
- 7.7 The Town may consider an extension to any of the time limits specified in this part and may, by Resolution of Council, extend any of the time limits specified in this part.

## **SCHEDULES**

- |    |                               |
|----|-------------------------------|
| A  | Legal description of property |
| B1 | Site Plan with Orthophoto     |
| B2 | Site Plan                     |
| C  | Elevation Drawings            |
| D  | Standard Unit Floor Plan      |
| E  | Stormwater Management Plan    |

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**IN WITNESS WHEREOF** the parties hereto have executed these presents on the day and year first above written.

SIGNED, SEALED & DELIVERED

- in the presence of -

	)	<u>DEVELOPER</u>
	)	
	)	
	)	
	)	
_____	)	
Witness	)	
	)	
	)	_____
	)	Brentwood Developments Limited
	)	
	)	
	)	
	)	
	)	<u>THE TOWN OF TRURO</u>
	)	
	)	
	)	_____
	)	Mayor
	)	
_____	)	
Witness	)	
	)	
	)	
	)	_____
	)	Chief Administrative Officer
	)	

PROVINCE OF NOVA SCOTIA  
HALIFAX REGIONAL MUNICIPALITY

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the subscriber, personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that Brentwood Developments Limited, one of the parties thereto, caused the same to be executed in its name and in its behalf by its proper officer duly authorized in that behalf in h\_\_\_\_\_ presence.

\_\_\_\_\_  
A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA  
COUNTY OF COLCHESTER

On this \_\_\_\_\_ day of \_\_\_\_\_ 2015, before me, the subscriber, personally came and appeared \_\_\_\_\_, a subscribing witness to the foregoing Indenture who having been by me duly sworn, made oath and said that the Town of Truro, a Municipal Body Corporate, duly affixed its Corporate Seal and executed These Presents by Mr. William Mills, its Mayor and by Mr. Michael W. Dolter, its Chief Administrative Officer, its proper officers duly authorized in that behalf in h\_\_\_\_\_ presence.

\_\_\_\_\_  
A Barrister of the Supreme Court of Nova Scotia

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**SCHEDULE "A"**

PROPERTY DESCRIPTION TO FOLLOW

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# SCHEDULE "B1" | SITE PLAN WITH ORTHOPHOTO



Proposed Multi-Unit Residential  
Conceptual Site Plan  
Truro, Nova Scotia

Location of View 3

Location of View 2

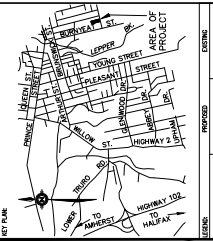
Location of View 1



1 Spectral Lake Drive  
Dartmouth, Nova Scotia, Canada B3B 1Y7  
Phone: 902-335-9885 - Fax: 902-835-3445 - www.wspgroup.com

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SCHEDULE "B2" | SITE PLAN



DATE	DESCRIPTION
2015/09/14	ISSUED FOR TOWN REVIEW
2015/09/14	ISSUED FOR TOWN REVIEW
2015/09/14	ISSUED FOR TOWN REVIEW

DATE	DESCRIPTION
2015/09/14	ISSUED FOR TOWN REVIEW
2015/09/14	ISSUED FOR TOWN REVIEW
2015/09/14	ISSUED FOR TOWN REVIEW

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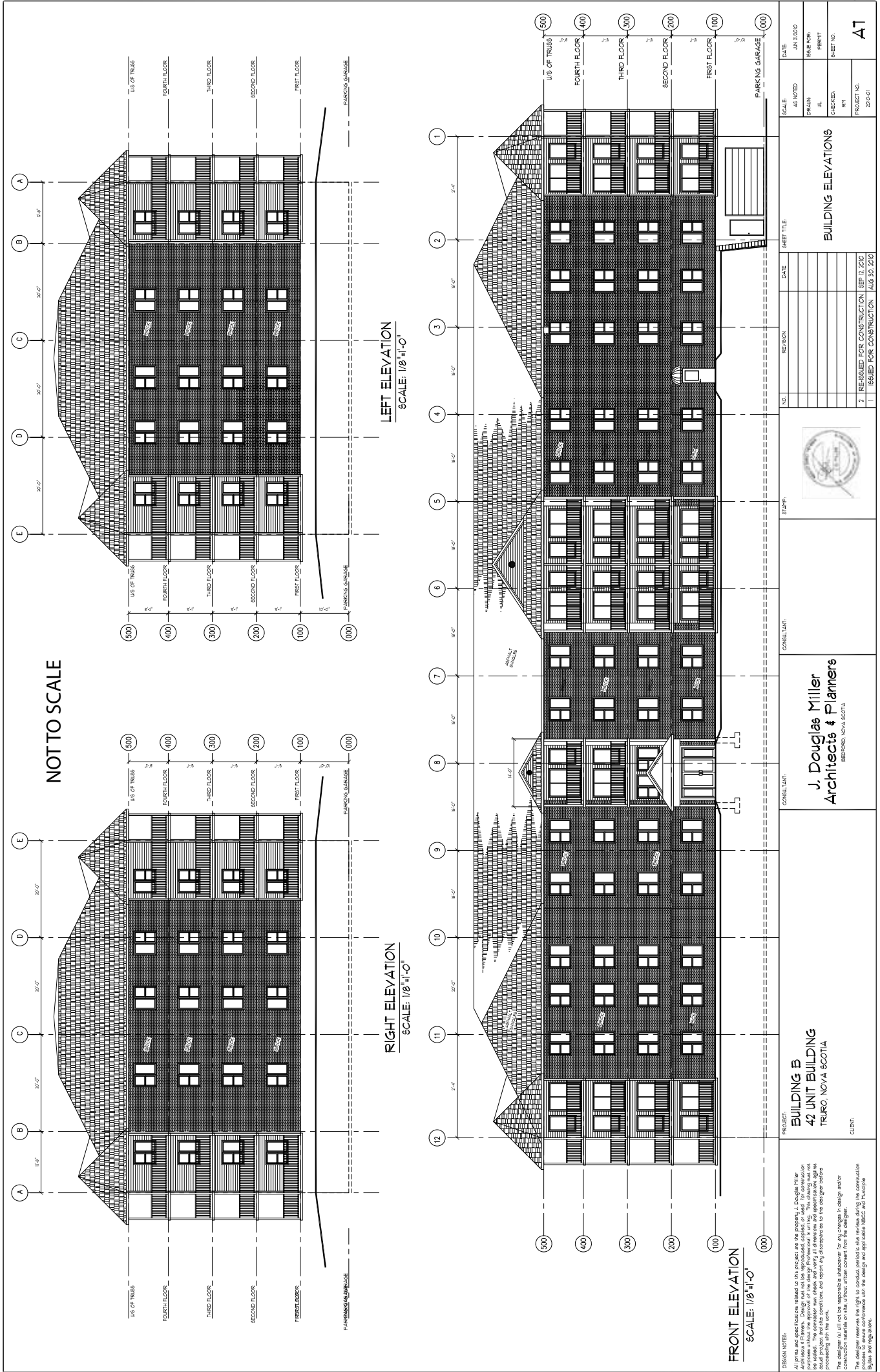
DATE	DESCRIPTION
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DATE	DESCRIPTION
2015/09/14	ISSUED FOR TOWN REVIEW
2015/09/14	ISSUED FOR TOWN REVIEW
2015/09/14	ISSUED FOR TOWN REVIEW

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SCHEDULE "C" | ELEVATION DRAWINGS

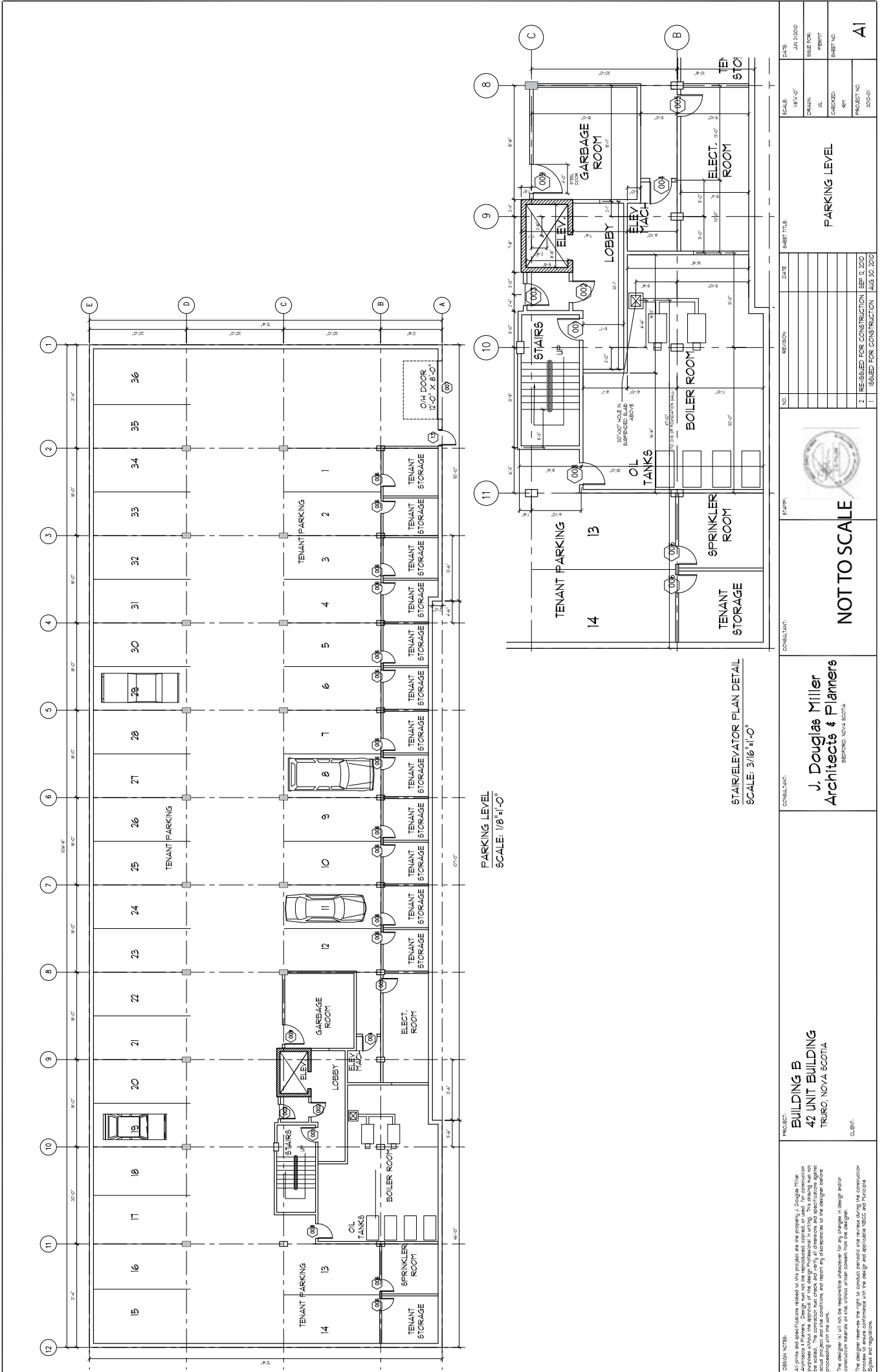


PROJECT: <b>BUILDING B                  42 UNIT BUILDING                  TRURO, NOVA SCOTIA</b>		CONSULTANT: <b>J. Douglas Miller                  Architects &amp; Planners</b> BEDFORD, NOVA SCOTIA		SHEET TITLE: <b>BUILDING ELEVATIONS</b>	
DESIGN NOTES: All permits and specifications related to this project are the property of J. Douglas Miller Architects & Planners. Design team has reproduced, supplied or used for construction purposes only. The contractor shall check and verify all dimensions and specifications against the location. The contractor shall check and verify all dimensions and specifications against the location. The contractor shall check and verify all dimensions and specifications against the location. The contractor shall check and verify all dimensions and specifications against the location.	CLIENT: BRENTWOOD DEVELOPMENTS LIMITED	NO. _____ REVISION _____ DATE _____	NO. _____ REVISION _____ DATE _____	SCALE: 1/8"=1'-0" AS NOTED DRAWN: JLM CHECKED: RPH PROJECT NO.: 2015-01 SHEET NO.: A7	1. RELEASED FOR CONSTRUCTION SEP 17, 2015 2. SAVED FOR CONSTRUCTION AUG 20, 2015



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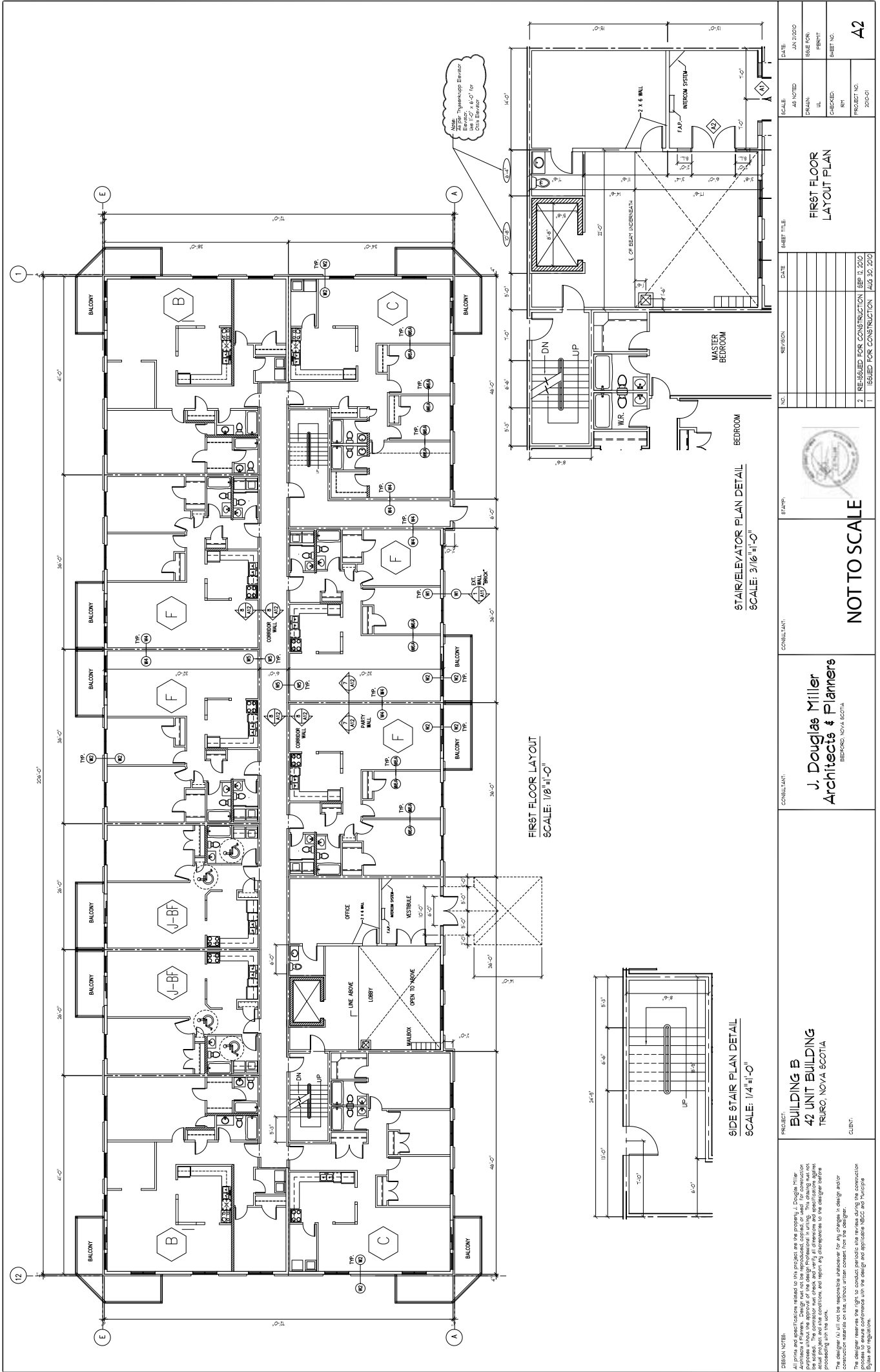
**SCHEDULE "D" | FLOOR PLANS**



<p><b>DESIGN NOTES:</b></p> <p>1. All dimensions are given unless otherwise noted.</p> <p>2. All work shall be in accordance with the current editions of the National Building Code of Canada (NBCC) and the applicable provincial and municipal codes.</p> <p>3. The designer will not be responsible for any changes in design or construction details on this, or any, other, similar content from the design or construction process to those approved with the design and approvals, NBCC and applicable Bylaws and regulations.</p>	<p><b>CLIENT:</b></p> <p><b>BUILDING B</b>  <b>42 UNIT BUILDING</b>  <b>TRURO, NOVA SCOTIA</b></p>	<p><b>CONSULTANT:</b></p> <p><b>J. Douglas Miller</b>  <b>Architects &amp; Planners</b>  <small>BERKSHIRE, NOVA SCOTIA</small></p>	<p><b>CONSULTANT:</b></p> <p><b>NOT TO SCALE</b></p>	<p><b>DATE:</b> JAN 2020</p> <p><b>SCALE:</b> 1/8"=1'-0"</p> <p><b>SHEET TITLE:</b> PARKING LEVEL</p>	<p><b>PROJECT NO.:</b> 2016-01</p> <p><b>SHEET NO.:</b> A1</p>
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SCHEDULE "D" | FLOOR PLANS



SCALE	DATE
AS NOTED	JAN 2010
DRAWN	ISSUE FOR PERMIT
UL	
CHECKED	SHEET NO.
RY	
PROJECT NO.	2010-01
	A2

NO.	REVISION	DATE	SHEET TITLE
1	ISSUED FOR CONSTRUCTION	AUG 30, 2010	FIRST FLOOR LAYOUT PLAN
2	RE-ISSUED FOR CONSTRUCTION	SEP 12, 2010	

PROJECT	BUILDING B 42 UNIT BUILDING TRURO, NOVA SCOTIA
CLIENT	

CONSULTANT	J. Douglas Miller Architects & Planners BEDFORD, NOVA SCOTIA
SCALE	NOT TO SCALE

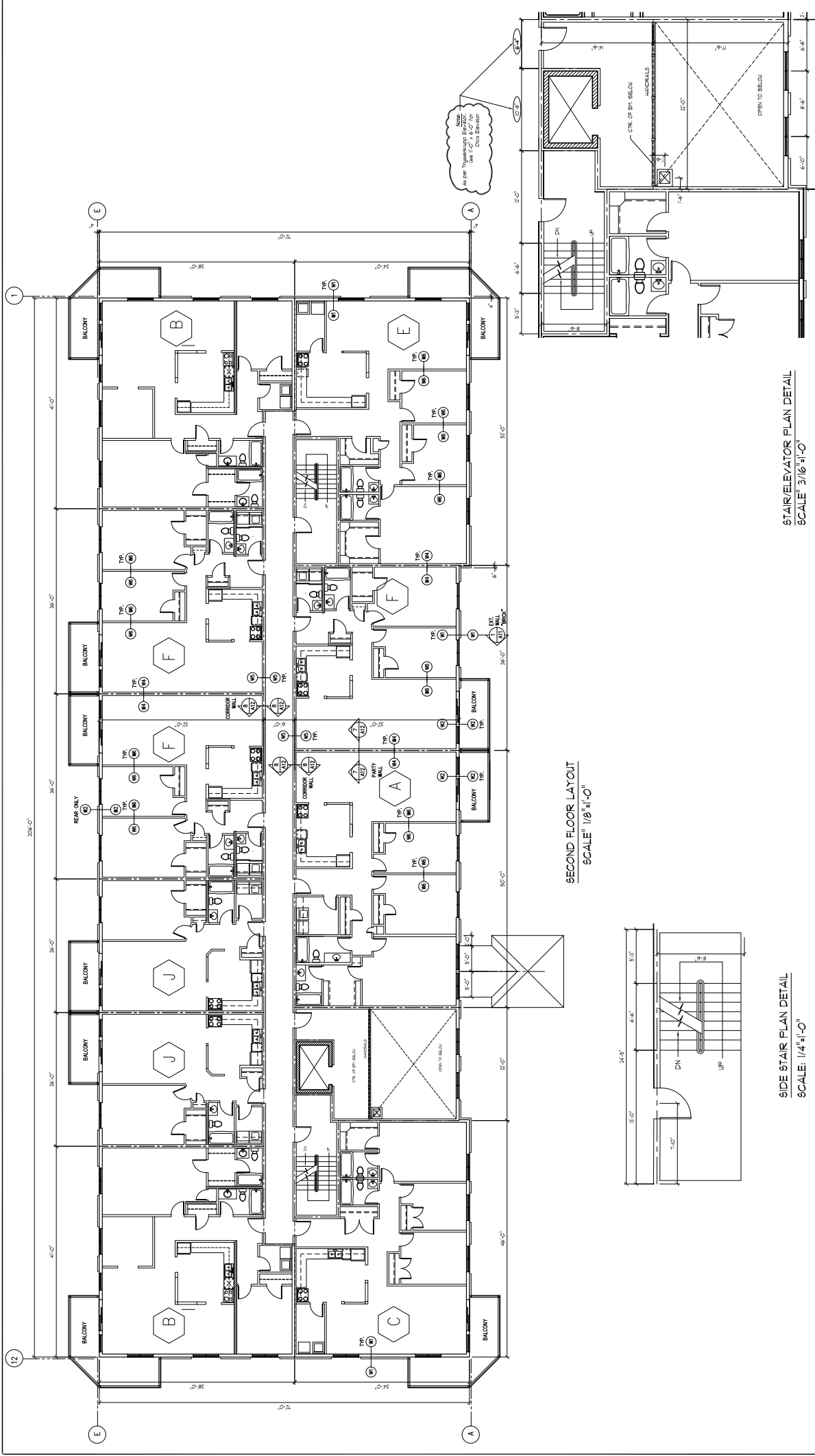
CONSULTANT	J. Douglas Miller Architects & Planners BEDFORD, NOVA SCOTIA
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PROJECT	BUILDING B 42 UNIT BUILDING TRURO, NOVA SCOTIA
CLIENT	

DESIGN NOTES:  
 1. The designer is not responsible for any changes in design and/or construction methods or materials which occur after the design has been approved by the client.  
 2. The designer is not responsible for any changes in design and/or construction methods or materials which occur after the design has been approved by the client.  
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**SCHEDULE "D" | FLOOR PLANS**

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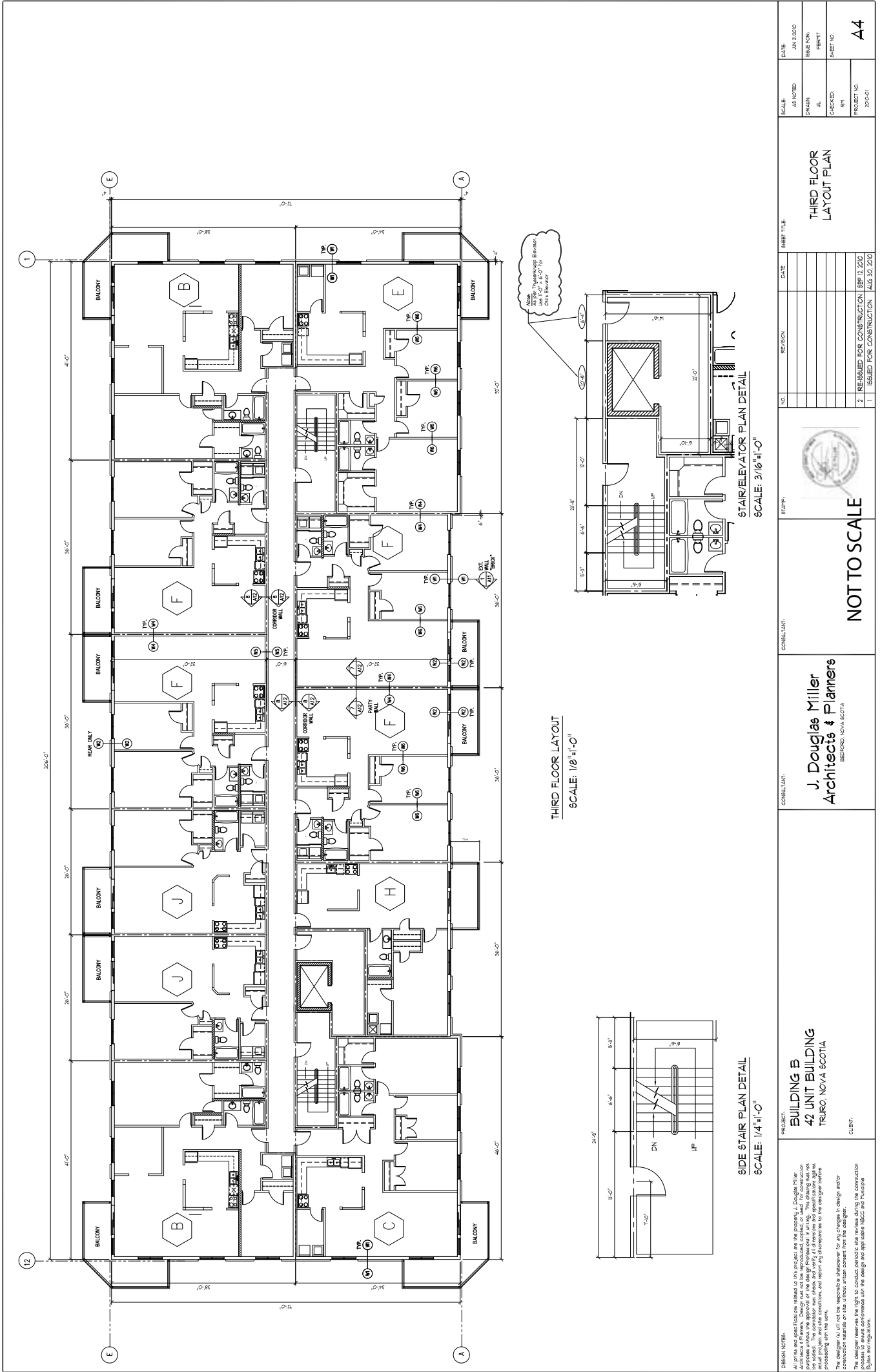


<p><b>DESIGN NOTES:</b></p> <p>1. All units are specifically intended for use as residential units. The design is not intended for any other use. The design is not intended for use as a commercial or industrial building. The design is not intended for use as a school or other public building. The design is not intended for use as a hospital or other health care facility. The design is not intended for use as a government building. The design is not intended for use as a religious building. The design is not intended for use as a place of assembly. The design is not intended for use as a place of worship. The design is not intended for use as a place of education. The design is not intended for use as a place of recreation. The design is not intended for use as a place of entertainment. The design is not intended for use as a place of business. The design is not intended for use as a place of industry. The design is not intended for use as a place of storage. The design is not intended for use as a place of parking. The design is not intended for use as a place of transit. The design is not intended for use as a place of utility. The design is not intended for use as a place of maintenance. The design is not intended for use as a place of repair. The design is not intended for use as a place of assembly. The design is not intended for use as a place of worship. The design is not intended for use as a place of education. The design is not intended for use as a place of recreation. The design is not intended for use as a place of entertainment. The design is not intended for use as a place of business. The design is not intended for use as a place of industry. The design is not intended for use as a place of storage. The design is not intended for use as a place of parking. The design is not intended for use as a place of transit. The design is not intended for use as a place of utility. The design is not intended for use as a place of maintenance. The design is not intended for use as a place of repair.</p>	<p><b>CLIENT:</b></p> <p><b>BUILDING B                  42 UNIT BUILDING                  TRURO, NOVA SCOTIA</b></p>	<p><b>CONSULTANT:</b></p> <p><b>J. Douglas Miller                  Architects &amp; Planners                  BECKED, NOVA SCOTIA</b></p>	<p><b>CONSULTANT:</b></p> <p><b>NOT TO SCALE</b></p>	<p><b>CONSULTANT:</b></p> <p><b>NOT TO SCALE</b></p>	<p><b>NO.</b></p> <p>1</p> <p>2</p>	<p><b>REVISION</b></p> <p>1</p> <p>2</p>	<p><b>DATE</b></p> <p>1</p> <p>2</p>	<p><b>SHEET TITLE</b></p> <p><b>SECOND FLOOR LAYOUT PLAN</b></p>	<p><b>SCALE:</b></p> <p>AS NOTED</p>	<p><b>DATE</b></p> <p>JAN 2016</p>
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**A3**

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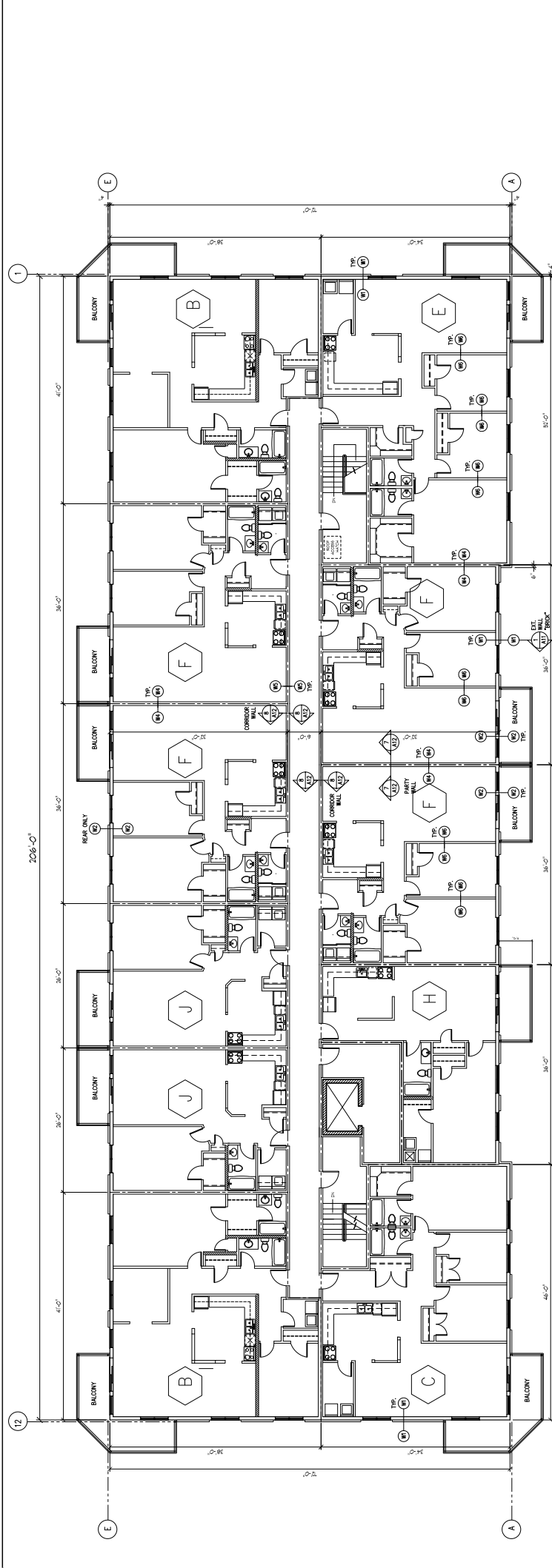
## SCHEDULE "D" | FLOOR PLANS



<p><b>DESIGN NOTES:</b></p> <p>The designer shall not be responsible for any changes in design and/or construction details or conditions which occur after the design process has been completed with the design and applicable N.B.C.C. and Municipal Bylaws and regulations.</p>	<p><b>PROJECT:</b></p> <p><b>BUILDING B</b>  <b>42 UNIT BUILDING</b>  <b>TRURO, NOVA SCOTIA</b></p> <p><b>CLIENT:</b></p>	<p><b>CONSULTANT:</b></p> <p><b>J. Douglas Miller</b>  <b>Architects &amp; Planners</b>  <small>BEAUFORT, NOVA SCOTIA</small></p>	<p><b>STAMP:</b></p> <p><b>NOT TO SCALE</b></p>	<p><b>SHEET TITLE:</b></p> <p><b>THIRD FLOOR LAYOUT PLAN</b></p>	<p><b>SCALE:</b></p> <p>AS NOTED          DRAIN: 1/8"          UT: 1/8"          CHECKED: RNY          PROJECT NO: 2010-01</p>	<p><b>DATE:</b></p> <p>JAN 2010</p> <p><b>ISSUE FOR PERMIT:</b></p> <p><b>SHEET NO.:</b></p> <p><b>A4</b></p>									
<p><b>REVISION:</b></p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>NO.</th> <th>REVISION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>ISSUED FOR CONSTRUCTION</td> <td>SEP 12, 2010</td> </tr> <tr> <td>2</td> <td>RE-ISSUED FOR CONSTRUCTION</td> <td>AUG 30, 2010</td> </tr> </tbody> </table>							NO.	REVISION	DATE	1	ISSUED FOR CONSTRUCTION	SEP 12, 2010	2	RE-ISSUED FOR CONSTRUCTION	AUG 30, 2010
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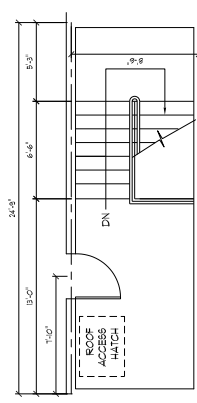
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SCHEDULE "D" | FLOOR PLANS

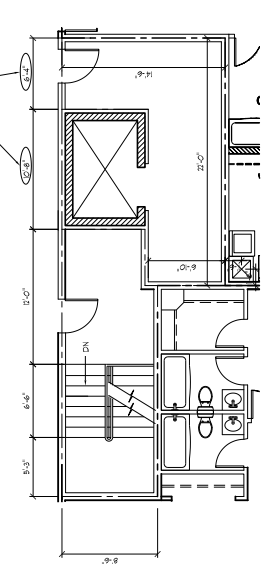


FOURTH FLOOR LAYOUT  
 SCALE: 1/8" = 1'-0"

Note: The mechanical room for this Elevator



SIDE STAIR PLAN DETAIL  
 SCALE: 1/4" = 1'-0"



STAIR/ELEVATOR PLAN DETAIL  
 SCALE: 3/16" = 1'-0"

DESIGN NOTES: All plans and specifications related to this project are the property of Douglas Miller Architects & Planners. Design may not be reproduced, copied, or used for construction purposes without the written consent of Douglas Miller Architects & Planners. The contractor must check and verify all dimensions and specifications against the scaled drawings. The contractor must check and report any discrepancies to the designer before proceeding with the work. The designer shall not be responsible whatsoever for any changes in design and/or construction materials on site without written consent from the designer. The designer reserves the right to conduct periodic site reviews during the construction process to ensure conformance with the design and appropriate fabric and fireplace sign-off requirements.	PROJECT: <b>BUILDING B</b> <b>42 UNIT BUILDING</b> TRURO, NOVA SCOTIA	CONSULTANT: <b>J. Douglas Miller</b> <b>Architects &amp; Planners</b> BEPCORD, NOVA SCOTIA	SHEET TITLE: <b>FOURTH FLOOR LAYOUT PLAN</b>	DATE: JAN 7/2016
	CLIENT: BRENTWOOD DEVELOPMENTS LIMITED	SCALE: AS NOTED DRAWING: JLM CHECKED: RY	DATE: JAN 7/2016 SHEET NO.: 45	PROJECT NO.: 2015001



NOT TO SCALE  
 PREPARED FOR CONSTRUCTION | AUG 20, 2015

