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## AMENDING AGREEMENT

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**TO AMEND AN EXISTING DEVELOPMENT AGREEMENT AND THEREBY  
PERMIT ONE NEW 6-UNIT RESIDENTIAL BUILDING ON LANDS AT  
199 WILLOW STREET, PID NO. 20152203**

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF NOVEMBER 2017

BETWEEN:

**MEECH HOLDINGS LIMITED**, of Truro, 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 Town and the Developer entered into a Development Agreement dated April 2<sup>nd</sup>, 2008 and recorded at the Colchester County Registry of Deeds as Document #90350720, hereinafter referred to as the "April 2008 Development Agreement";

**AND WHEREAS** the Town, by a resolution of Council passed on the 7<sup>th</sup> day of December 2015, approved amendments to the April 2008 Development Agreement to permit the addition of two 6-unit multiple unit residential buildings and a requirement for the provision of outdoor amenity space.

**AND WHEREAS** the Town and the Developer entered into a Amending Agreement dated January 29<sup>th</sup>, 2016 and recorded at the Colchester County Registry of Deeds as Document #108903775, hereinafter referred to as the "Amending Agreement";

**AND WHEREAS** the Developer has requested that the 2008 Agreement, as amended, be further amended to permit changes to the approved site plan and the addition of one 6-unit multiple unit residential building;

**AND WHEREAS** the Town, by a resolution of Council passed on the \_\_\_\_ day of October 2017, approved amendments to the April 2008 Development Agreement, as amended, to permit one additional 6-unit residential building;

**NOW THEREFORE**, the parties agree:

1. To delete the Site Plan attached to the April 2008 Development Agreement as Schedule C, as amended, and replace it with the Site Plan attached to this Amending Agreement and entitled "*Schedule C - Revised Site Plan - September 2017*".
2. To delete Part 3, Section 1, subsection 1 in its entirety and replace it with the following new subsection:
  - 3.1 Land Use**
  - 3.1.1** *Only the following uses shall be permitted on the Property:*
    - a) *an existing multiple unit residential building containing 14 units;*
    - b) *three multiple unit residential buildings each containing 6 units;*
    - c) *common outdoor recreation space; and*
    - d) *accessory parking.*
3. To delete Part 3, Section 2, Subsection 1 in its entirety and replace it with the following new Subsection 3.2.1:
  - 3.2.1 Architectural Design**
  - a) *The Developer shall maintain the existing 14 unit residential building in conformance with architectural details of the building as set forth in this Agreement and described in Schedule "B" attached, consisting of Elevation drawings and forming part of this Agreement.*

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- b) *The Developer shall maintain the two existing 6 unit residential buildings in conformance with architectural details of the buildings as set forth in this Agreement and described in Schedule "B2" attached, consisting of Elevation drawings and forming part of this Agreement.*
  - c) *The Developer shall construct and maintain the proposed 6 unit residential building in conformance with architectural details of the building as set forth in this Agreement and described in Schedule "B2" attached, consisting of Elevation drawings and forming part of this Agreement.*
4. To delete the Elevation Drawings for the 6-unit buildings attached to the April 2008 Development Agreement, as amended, and replace it with the Elevation Drawings attached to this Amending Agreement and entitled "Schedule B2 - 6-unit Buildings - Elevation Drawings".
5. To delete Part 3, Section 2, Subsection 2 in its entirety and replace it with the following new Subsection 3.2.2:
- 3.2.2 *Site Plan*  
*The Developer shall be responsible for and may develop and maintain the Property generally in accordance with the Site Plan attached to and forming part of this Agreement as Schedule C.*
6. To delete Part 3, Section 2, Subsection 5 in its entirety and replace it with the following new Subsection 3.2.5:
- 3.2.5 *Parking and Vehicle Access*
- a) *The Developer shall be responsible for constructing and maintaining, on the Property, parking for a minimum of 36 vehicles including 3 accessible stalls.*
  - b) *The parking stalls and driveway access shall be developed generally in accordance with the Site Plan, attached to and forming part of this agreement as Schedule "C".*
  - c) *The Developer shall ensure that parking stalls are oriented in such a way as to avoid having the headlights of parked vehicles directed towards neighbouring residential uses on Kaulback Street.*
  - d) *The Developer shall ensure that all parking stalls are functional and not obstructed by other parked vehicles.*
  - d) *All parking spaces are to be reserved for the use of tenants and visitors of the development.*
  - e) *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.*
  - f) *Final design and location of all driveways and signage required pursuant to this subsection are subject to approval by the Town's Traffic Authority*
  - g) *No required parking space may be occupied by snow storage or by a refuse, recycling, compost container, or accessory building.*

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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	)	
	)	_____
	)	Meech Holdings Limited
	)	
	)	<u>THE TOWN OF TRURO</u>
	)	
	)	
	)	_____
	)	Mayor
_____	)	
Witness	)	
	)	_____
	)	Chief Administrative Officer
	)	
	)	<u>MORTGAGEE</u>
	)	
	)	
_____	)	
Witness	)	
	)	_____
	)	The Toronto-Dominion Bank
	)	
	)	

PROVINCE OF NOVA SCOTIA  
COUNTY OF COLCHESTER

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, 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 3275250 Nova Scotia 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 \_\_\_\_\_ 2017, 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 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

PROVINCE OF NOVA SCOTIA  
COUNTY OF COLCHESTER

On this \_\_\_\_\_ day of \_\_\_\_\_ 2017, 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 The Toronto-Dominion Bank, 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

**Schedule C - Revised Site Plan - November 2017**

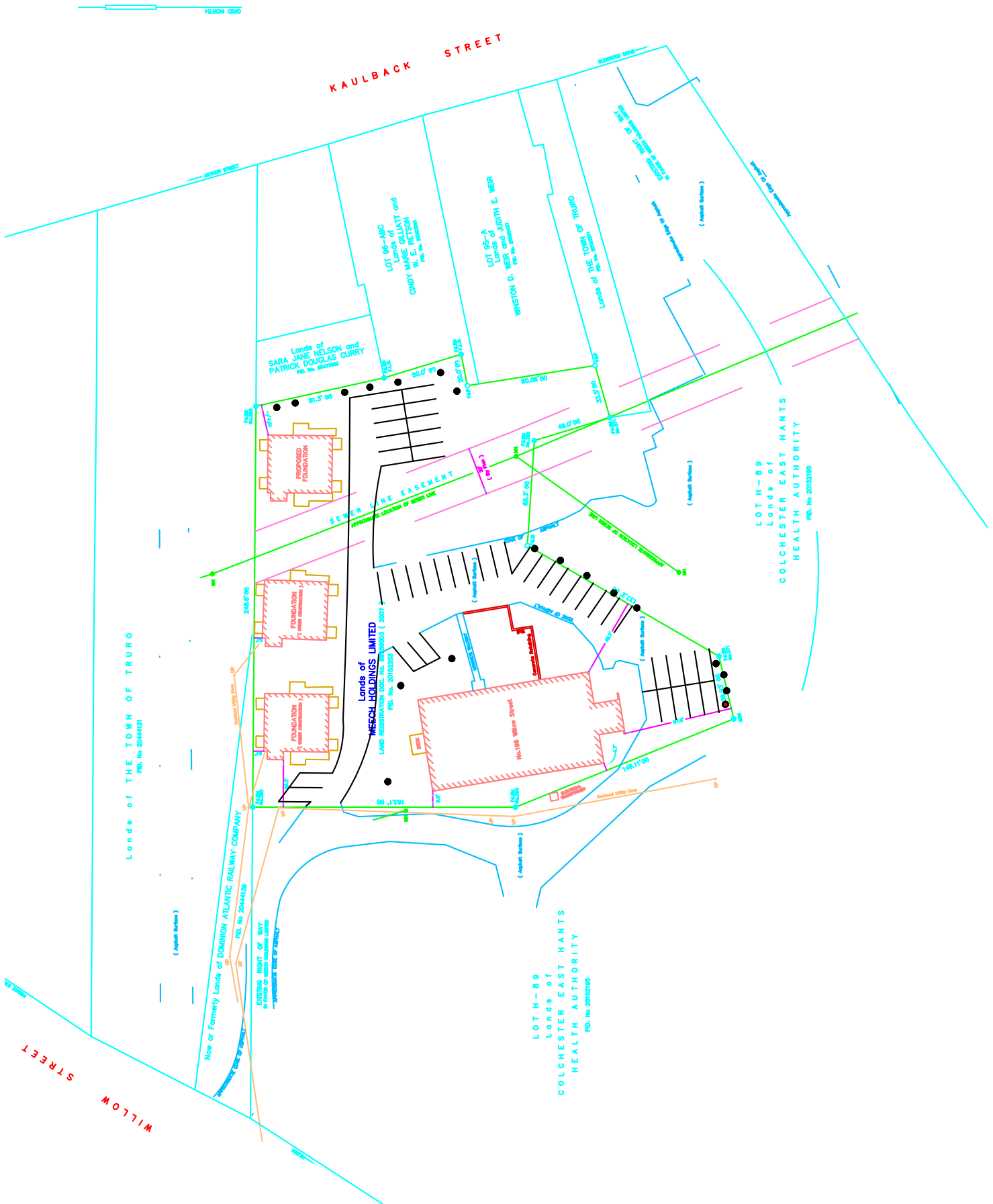
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LEGEND	Notes	Color
Proposed Foundation	.....	Red
Proposed Foundation Location	.....	Green
Meech Holdings Limited	.....	Blue
East of Willow Street	.....	Orange
Truro, Colchester County	.....	Yellow
Nova Scotia	.....	Pink
Other	.....	Grey

SKETCH SHOWING  
 PROPOSED FOUNDATION LOCATION  
 LANDS OF  
 MEECH HOLDINGS LIMITED  
 East of WILLOW STREET  
 TRURO,  
 COLCHESTER COUNTY  
 NOVA SCOTIA

SCALE : 1 Inch = 30 Feet

NOT TO SCALE

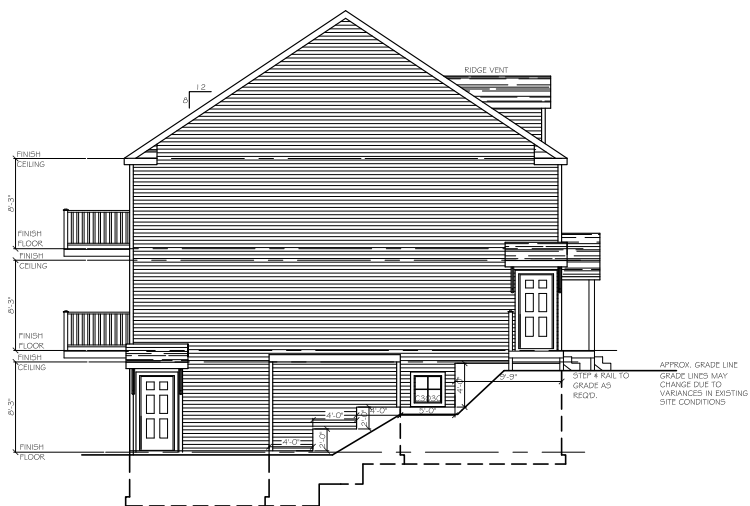


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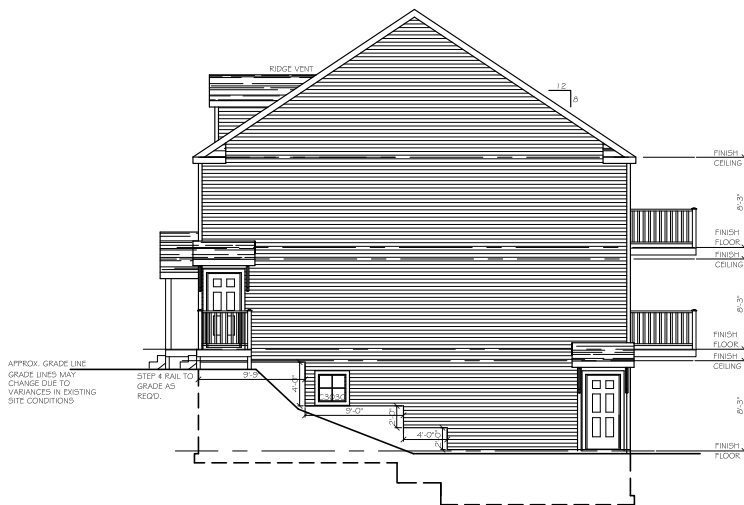
### Schedule B2 - Elevations of 6-Unit Buildings



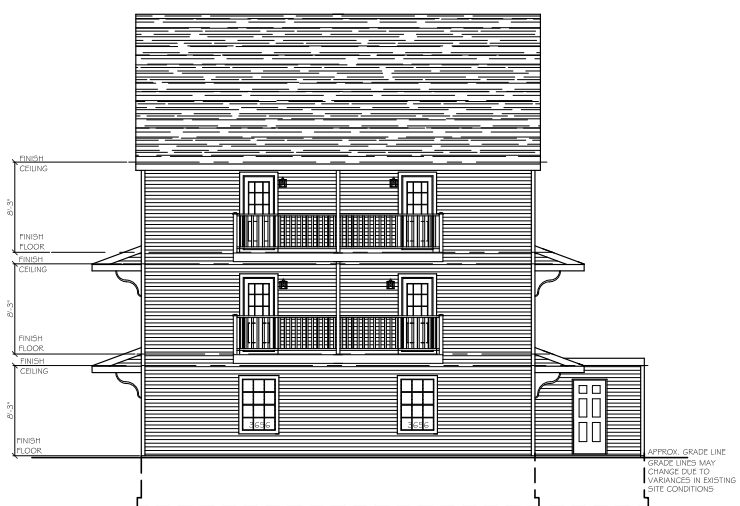
FRONT ELEVATION



LEFT ELEVATION



RIGHT ELEVATION



REAR ELEVATION