

AMENDING AGREEMENT

DRAFT

TO CHANGE THE APPROVED SITE PLAN, TIMING PROVISIONS, AND ALTER THE NUMBER, TYPE AND CONFIGURATION OF DWELLING UNITS AS SET OUT IN A 2012 DEVELOPMENT AGREEMENT AFFECTING LANDS OFF UPHAM DRIVE, PID NO. 20232997

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 June 20th, 2012 and recorded at the Colchester County Registry of Deeds as Document #100962860, hereinafter referred to as the "June 2012 Development Agreement";

AND WHEREAS the Developer has requested that the June 2012 Development Agreement be amended to change the approved site plan, timing provisions, and alter the number, type and configuration of dwelling units as set out in that Agreement;

AND WHEREAS the Town, by a resolution of Council passed on the ____ day of October 2017, approved amendments to the June 2012 Development Agreement to change the approved site plan, timing provisions, and alter the number, type and configuration of dwelling units as set out in that Agreement;

NOW THEREFORE, the parties agree:

1. To amend Part 3, Section 1, by deleting subsection 1 in its entirety and replacing it with the following new subsection 3.1.1:

3.1 Land Use

3.1.1 *Phase I and Phase III of the development shall consist of the following uses and dwelling types:*

- a) *a maximum of 66 dwelling units, to be comprised of any combination of:*
 - i) *a maximum of 30 townhouse dwelling units in a maximum of 10 structures with no more than three units per structure;*
 - ii) *a maximum of 36 semi-detached dwelling units in a maximum of 18 structures; and*
 - iii) *single-detached dwelling units; and*
- b) *Single Unit Dwelling (R1) Zone uses in accordance with the Town of Truro Land Use By-law.*

2. To amend Part 3, Section 1 by inserting a new subsection 3.1.2 that reads as follows:

3.1.2 *Phase II of the development shall consist of the following uses and dwelling types:*

- a) *a maximum of 40 dwelling units, to be comprised of any combination of:*
 - i) *a maximum of 18 townhouse dwelling units in a maximum of 6 structures with no more than four units per structure;*
 - ii) *a maximum of 22 semi-detached dwelling units in a maximum of 11 structures; and*
 - iii) *single-detached dwelling units; and*
- b) *Single Unit Dwelling (R1) Zone uses in accordance with the Town of Truro Land Use By-law.*

3. To amend Part 3, Section 1 by renumbering subsections 3.1.2 and 3.1.3 to 3.1.3 and 3.1.4 respectively.

4. To add to the June 2012 Development Agreement a revised and expanded site plan for Phase II of the Development, attached to this Amending Agreement and entitled "*Schedule B2 - Phase II Site Plan - September 2017*".

DRAFT

5. 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 *Site Plan*
 - a) *Except where otherwise permitted by 3.2.1(b), the Developer shall be responsible for developing and maintaining the Property generally in accordance with the Site Plan attached to and forming part of this Agreement as Schedule "B".*
 - b) *The Developer shall be responsible for developing and maintaining that portion of the subject property identified as Phase II generally in accordance with the Amended Phase II Site Plan, attached to and forming part of the Amending Agreement as Schedule "B2".*
6. The Developer shall enter into this Amending Agreement within one year of Council's approval.
7. That the following timing provisions shall supercede those set out in Part 8 of the June 2012 Development Agreement.
 - a) Within three years of entering into this Amending Agreement, the Developer will have completed construction of the private street and 20 dwelling units in Phase 1.
 - b) Within eight years of entering into this Amending Agreement, the Developer will have completed construction of the street, private lane and 20 of the dwelling units in Phase 2.
 - c) Within twelve years of entering into this Agreement, the Developer will have completed construction of the street and 20 of the dwelling units in Phase 3.
 - d) 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 any incomplete Phase of the development will become subject to the Municipal Planning Strategy and Land Use By-law.
 - e) 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.

DRAFT

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

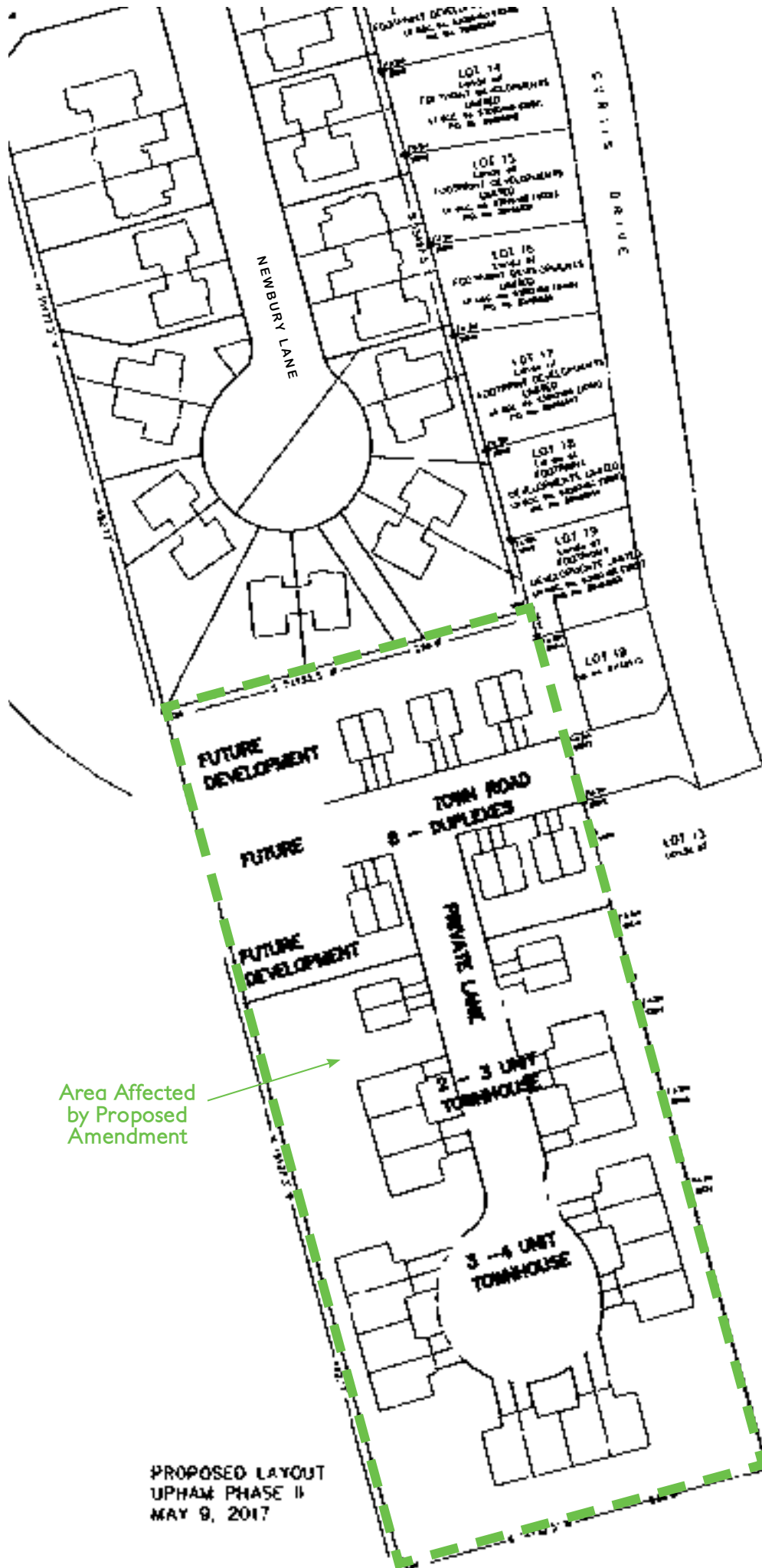
PROVINCE OF NOVA SCOTIA
COUNTY OF COLCHESTER

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

DRAFT

Schedule B2 | Phase II Site Plan - September 2017



Area Affected by Proposed Amendment

PROPOSED LAYOUT
UPHAM PHASE II
MAY 9, 2017