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DEVELOPMENT AGREEMENT

**TO PERMIT A MULTIPLE UNIT RESIDENTIAL DEVELOPMENT CONSISTING OF
SIX 10-UNIT TWO-STOREY BUILDINGS AT 32 ADAMS STREET AND 118 LYMAN STREET
(PID nos. 20188645 and 20438784)**

THIS AGREEMENT MADE THIS ____ DAY OF _____ 2018

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 4th day of December 2017 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) six multiple unit residential buildings, each containing a maximum of ten dwelling units;
 - b) 12 single unit dwellings subject to the Single Unit Residential (R1) Zone requirements;
 - c) parking accessory to the permitted uses listed in this subsection.
- 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 renderings 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 renderings 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) The Developer shall be responsible for the construction and maintenance of a walkway connection to from the proposed development to Adam Street.
- 3.2.4 **Landscaping Plan**
- a) The Developer shall be responsible for and may develop and maintain the Property in accordance with the Landscaping Plan in Schedule "F" attached and forming part of this Agreement, except where otherwise permitted pursuant to clause 3.2.4 (b).
 - b) The Developer agrees to, in consultation with the Town's Urban Forestry Technician, make modifications to the Landscaping Plan to increase species diversity and eliminate invasive plant species.
- 3.2.5 **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.
- 3.2.6 **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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3.2.7 Parking and Vehicle Access

- a) The Developer shall provide parking for a minimum of 86 vehicles, generally as shown on the Site Plan in Schedule "B", attached and forming part of this Agreement.
- b) The Development shall include a minimum of 3 accessible stalls.
- c) The Developer shall be responsible for constructing and maintaining a driveway access through the Property with connections to both Centennial Drive and Lyman Street as show on the Site Plan in Schedule "B", attached and forming part of this Agreement.
- d) All driveways and parking areas shall be paved with asphalt.
- 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, parking stalls, aisles, and required regulatory signage 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.

3.2.8 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.

3.2.9 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.

3.2.10 Signage

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

3.2.11 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: IMPLEMENTATION

- 5.1 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.
- 5.2 This Agreement shall be binding upon the Developer's assigns, mortgagees, lessees, successors and occupiers of the Property.
- 5.3 The Developer hereby certifies that it is the sole owner of the 32 Adams Street (PID no. 20188645) having received a warranty deed from Footprint Developments Limited on June 24, 2015 and recorded at the Colchester Registry of Deeds on July 7, 2015 as document number 107385479. 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.

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- 5.4 The Developer hereby certifies that it is the sole owner of the 118 Lyman Street (PID no. 20438784) having received a warranty deed from Footprint Developments Limited on June 24, 2015 and recorded at the Colchester Registry of Deeds on July 7, 2015 as document number 107385479. 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.
- 5.5 As the Mortgagee, by virtue of a mortgage or mortgages, is the holder of the legal title to the lands which are the subject of this Agreement, the Mortgagee is hereby executing this agreement to consent to the application of this Agreement to the Property and does hereby postpone its mortgage in favour of this Agreement as if this Agreement had been executed and registered immediately prior to the mortgage, PROVIDED THAT the Mortgagee shall not, by reason only of its execution of this Agreement, be obligated to fulfil the obligations of the Developer in this Agreement unless the Mortgagee shall become an owner of the Property for the purposes of section 234 of the Municipal Government Act.
- 5.6 This Agreement shall be filed by the Town in the Land Registration Office and shall form a charge or encumbrance upon the Property.
- 5.7 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.
- 5.8 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 6: TIMING

- 6.1 The Developer shall enter into this Agreement within one year of the Town's approval of this Agreement.
- 6.2 The Developer shall apply for the necessary building and development permits for the first multiple unit building within one year of entering into this agreement.
- 6.3 No more than two multiple unit buildings shall be permitted before the Developer is required to construct a continuous driveway with connections to both Centennial Drive and Lyman Street as show on the Site Plan in Schedule "B", attached and forming part of this Agreement.
- 6.4 Construction of all six multiple unit buildings, required parking, and driveway access as described in this agreement shall be substantially complete within five years of the Developer having entered into this agreement.
- 6.5 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.
- 6.6 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 |
| B | Site Plan |
| C | Renderings |
| D | Floor Plans |
| E | Stormwater Management Plan |
| F | Landscaping 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>MORTGAGEE</u>
)	
)	
_____)	_____
Witness)	Bank of Montreal
)	
)	<u>THE TOWN OF TRURO</u>
)	
)	
)	_____
)	Mayor
_____)	
Witness)	
)	
)	_____
)	Chief Administrative Officer
)	
)	
)	

PROVINCE OF NOVA SCOTIA
COUNTY OF COLCHESTER

On this _____ day of _____ 2018, 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 their name and in their presence.

A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF _____
COUNTY OF _____

On this _____ day of _____ 2018, 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 Bank of Montreal, 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 _____

PROVINCE OF NOVA SCOTIA
COUNTY OF COLCHESTER

On this _____ day of _____ 2018, 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 Town Clerk, its proper officers duly authorized in that behalf in h_____ presence.

A Barrister of the Supreme Court of Nova Scotia

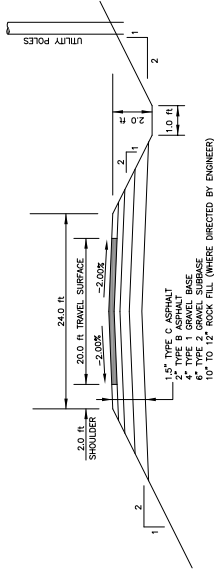
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SCHEDULE "A"

DEED DESCRIPTION TO FOLLOW

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SCHEDULE "B" | SITE PLAN

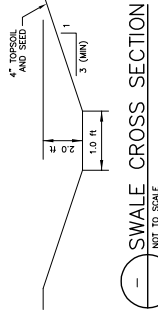


SECTION—COMMON DRIVEWAY
NOT TO SCALE

- NOTES:**
1. PROVIDE PROPOSED 8" THICK STRAW MULCH ON EXPOSED SOIL.
 2. PROVIDE RIP-RAP LINING AT ALL DITCHES SUSCEPTIBLE TO EROSION, AS A MINIMUM, WHERE DITCH SLOPES EXCEED 5%. LINE WITH 6" MINUS RIP-RAP 12" THICK.
 3. SIDE EMBANKMENT SLOPES ILLUSTRATED ARE MINIMUMS. MORE GENTLE SLOPES SHALL BE REQUIRED FOR LESS STABLE MATERIALS.
 4. PROVIDE ADDITIONAL ROAD BED AND SLOPE STABILIZATION AS REQUIRED BY GEOTECHNICAL REPORT.
 5. GRAVEL THICKNESSES ARE MINIMUMS MEASURED AFTER COMPACTION TO SPECIFIED DENSITIES.

PLAN NOTES

1. PROPERTY LINES AND AREAS ARE SUBJECT TO LEGAL SURVEY.
2. PROPERTY AREAS SHOWN ARE BASED ON PROFESSIONAL SURVEY COLLECTED BY OTHERS, CONTAINING INTERVALS OF FEET.
3. EROSION AND SEDIMENT CONTROLS SHALL FOLLOW THE GUIDELINES PUBLISHED BY THE NEW SCOTIA DEPARTMENT OF THE ENVIRONMENT.
4. DWELLINGS TO BE 1, 2 OR 3 BEDROOM UNITS.
5. TRAIL LOCATIONS SHOWN ARE CONCEPTUAL ONLY AND MAY BE REVISED DURING DETAILED DESIGN.
6. COMMON DRIVEWAY TO BE DESIGNED BY A PROFESSIONAL ENGINEER. SEE TYPICAL SECTION FOR DETAILS.
7. SIZE AND LOCATION OF STORMWATER POND SUBJECT TO DETAILED DESIGN.

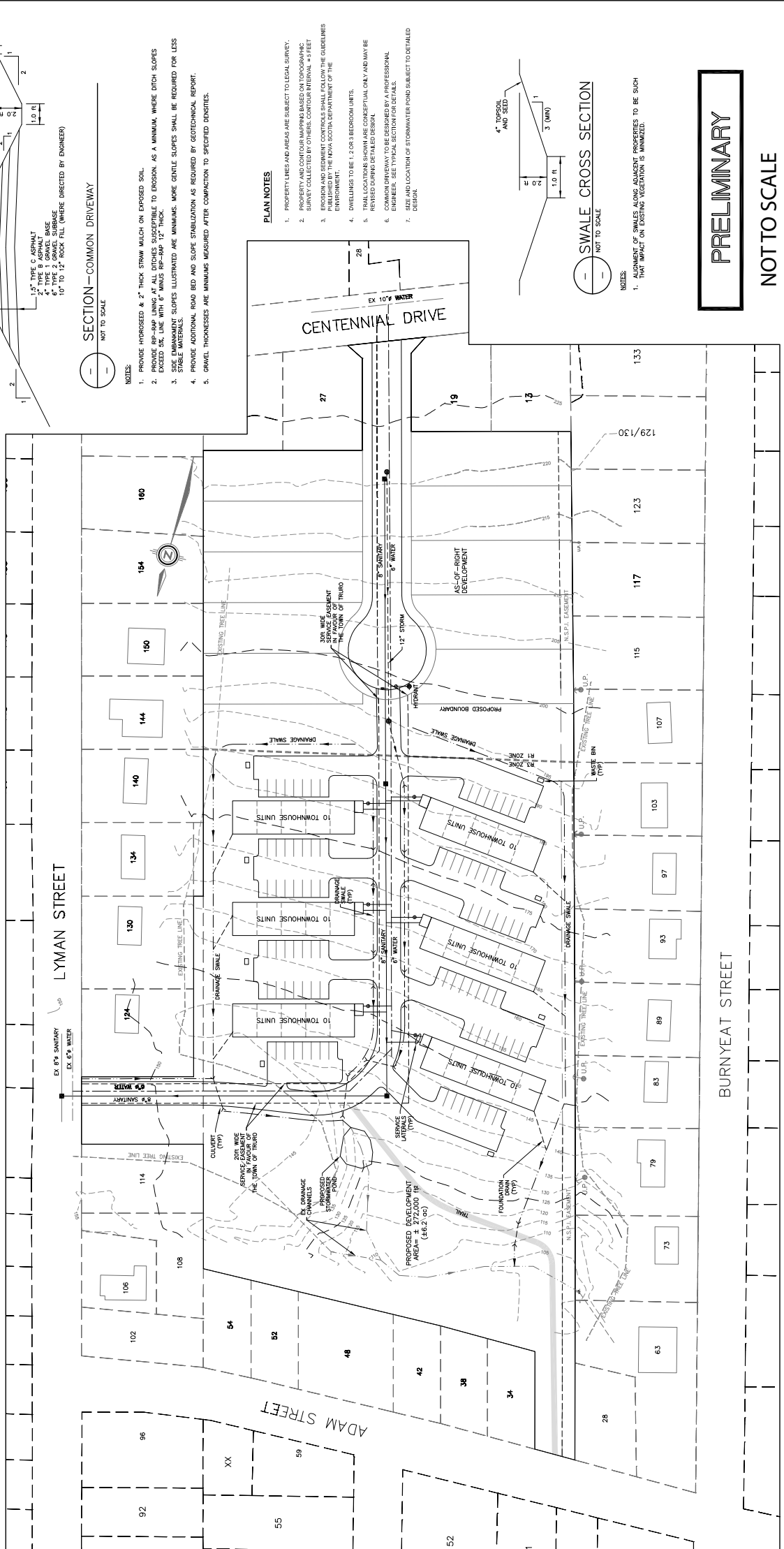


SWALE CROSS SECTION
NOT TO SCALE

- NOTES:**
1. ALIGNMENT OF SWALES ALONG ADJACENT PROPERTIES TO BE SUCH THAT IMPACT ON EXISTING VEGETATION IS MINIMIZED.

PRELIMINARY

NOT TO SCALE



DRAWN	STAFF	PROJECT	No.
SCALE	1"= 50ft	593	
DATE	16 FEB 2017		
REVISED:	03 NOV 2017		
FILE NO.	593-C100		

SITE
DEVELOPMENT
PLAN

LYMAN STREET
MULTIPLE UNIT RESIDENTIAL

BRENTWOOD
DEVELOPMENTS LTD.

51 Coburn Rd, Lwr Sackville, NS
 Phone: (902)864-2877 Fax: (902)864-3622
 E-Mail: KVMconsultants@eastlink.ca

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SCHEDULE "C" | RENDERINGS



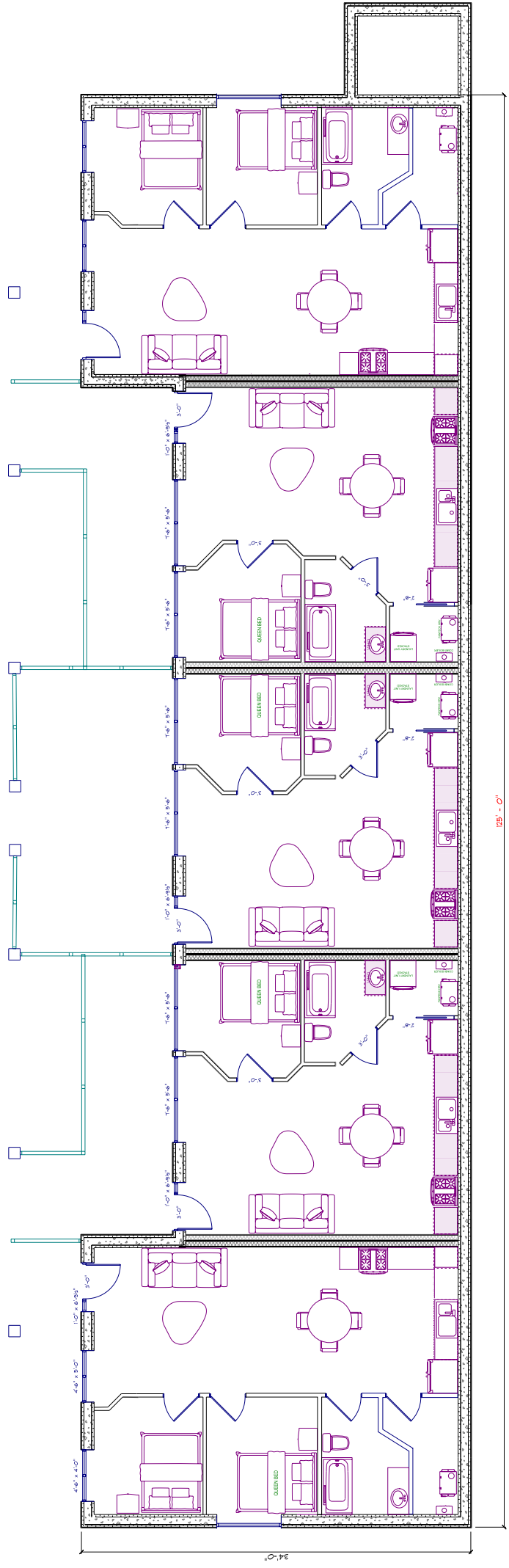
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SCHEDULE "C" | RENDERINGS



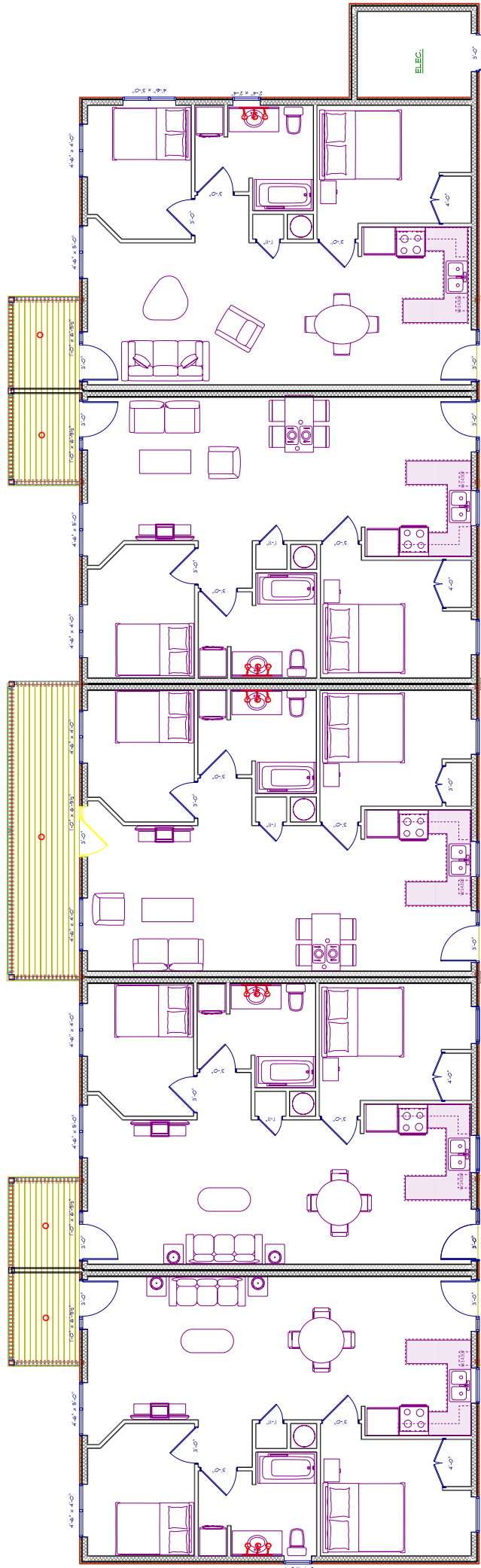
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SCHEDULE "D" | FLOOR PLANS | Lower Level



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SCHEDULE "D" | FLOOR PLANS | Upper Level



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SCHEDULE "E" | STORMWATER MANAGEMENT PLAN



No.	Date	Revision	Description	ATA	Appr'd
2	20 SEP 17	PRELIMINARY			
1					

BRENTWOOD DEVELOPMENTS LTD.

B. Brentwood
 Registered Professional Engineer
 No. 28346
 E-Mail: info@brentwooddev.com

**LYMAN STREET
 MULTI-UNIT RESIDENTIAL**
 TRURO, NOVA SCOTIA

STORMWATER MANAGEMENT PLAN

Drawn	Staff	Project No.	593
September 8, 2017	Engineer	FILE NAME:	
Scale	1"=50ft	Reference	593-0001
Surveyed	PM SURVEYS	Sheet	PR01

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SCHEDULE "F" | LANDSCAPE PLAN

