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DEVELOPMENT AGREEMENT

TO PERMIT A MULTIPLE UNIT RESIDENTIAL DEVELOPMENT CONSISTING OF THREE 50-UNIT BUILDINGS AT 185 KAULBACK STREET (PID no. 20166518)

THIS AGREEMENT MADE THIS _____ DAY OF _____ 2019

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 no. 20166518, 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 150 dwelling units, hereinafter called the "Development";

AND WHEREAS the Town, by a resolution of Council passed on the 3rd day of December 2018 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) three multiple unit residential buildings, each containing a maximum of fifty dwelling units;
 - b) 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 generally in conformance with architectural details of the buildings 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**
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.
- 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) Each phase of the Development shall include a minimum of 0.5 parking spaces per unit plus 0.5 parking spaces per bedroom.
- b) When complete, the Development shall include no more than 123 surface parking spaces.
- c) Each phase of the Development shall include a minimum of 1 accessible stall for every 30 parking spaces provided.
- d) All driveways and surface 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: SUBDIVISION

- 5.1 The Property may be subdivided or consolidated provided:

- a) the proposed subdivision conforms to the Proposed Subdivision Plan in Schedule "G" attached and forming part of this Agreement;
- b) each of the resulting lots has a minimum of 30.0 metres of frontage on Kaulback Street;
- c) except where otherwise permitted by this part, the proposed subdivision complies with the requirements of the Town of Truro's Subdivision By-law as amended; and
- d) the proposed subdivision complies with the requirements of the National Building Code, as amended.

- 5.2 The Developer agrees to provide a right-of-way easement in favour of the Town of Truro generally as shown on the Proposed Subdivision Plan in Schedule "G" attached and forming part of this Agreement.

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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 185 Kaulback Street (PID no. 20166518) having received a warranty deed from The Town of Truro on _____ and recorded at the 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 Development shall be constructed in three phases as described on the Phasing Plan in Schedule "H" attached and forming part of this Agreement.
- 7.3 Phase 1 is to be complete within 4 years of the Town's approval of this Agreement.
- 7.4 Phase 2 is to be complete within 7 years of the Town's approval of this Agreement.
- 7.5 Phase 3 is to be complete within 10 years of the Town's approval of this Agreement.
- 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 |
| B | Site Plan |
| C | Renderings |
| D | Floor Plans |
| E | Stormwater Management Plan |
| F | Landscape Plan |
| G | Proposed Subdivision Plan |
| H | Phasing 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
COUNTY _____

On this _____ day of _____ 2019, 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/Notary Public/Commissioner for Oaths

PROVINCE OF NOVA SCOTIA
COUNTY OF COLCHESTER

On this _____ day of _____ 2019, 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/Notary Public/Commissioner for Oaths

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SCHEDULE "A"

PID No. 20166518

CURRENT STATUS: ACTIVE

EFFECTIVE DATE/TIME: 2018-07-26 15:23:30

Registration County: COLCHESTER COUNTY

Street/Place Name: KAULBACK STREET /TRURO

Title of Plan: PLAN OF SUBDIVISION SHOWING PARCEL S, SUBDIVISION LANDS OF TOWN OF TRURO,
LOT KS BEING A CONSOLIDATION OF PARCEL S AND PARCEL K, LANDS OF TOWN OF TRURO,
KAULBACK STREET, TRURO

Designation of Parcel on Plan: LOT KS

Registration Number of Plan: 112946984

Registration Date of Plan: 2018-07-19 08:54:58

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the

Land Registration Act

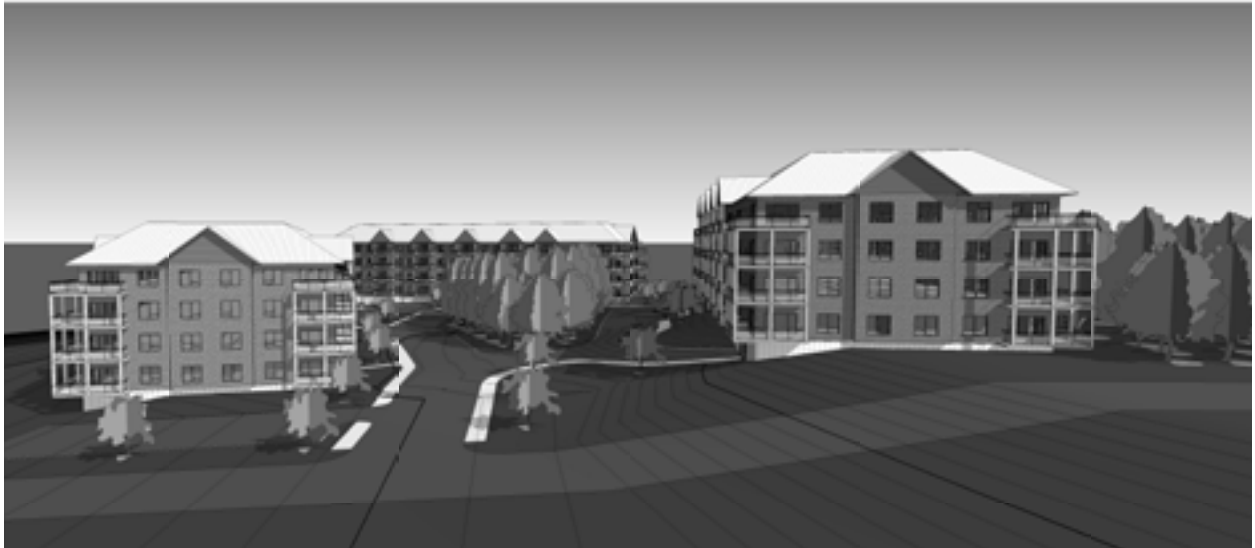
Registration District: COLCHESTER COUNTY

Registration Year: 2018

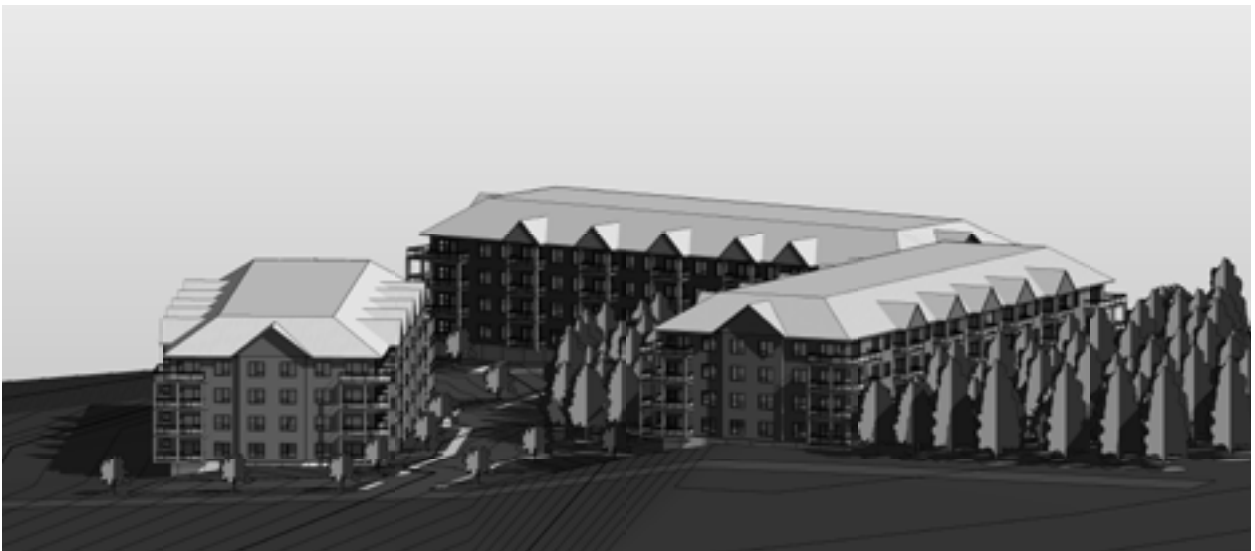
Plan or Document Number: 112946984

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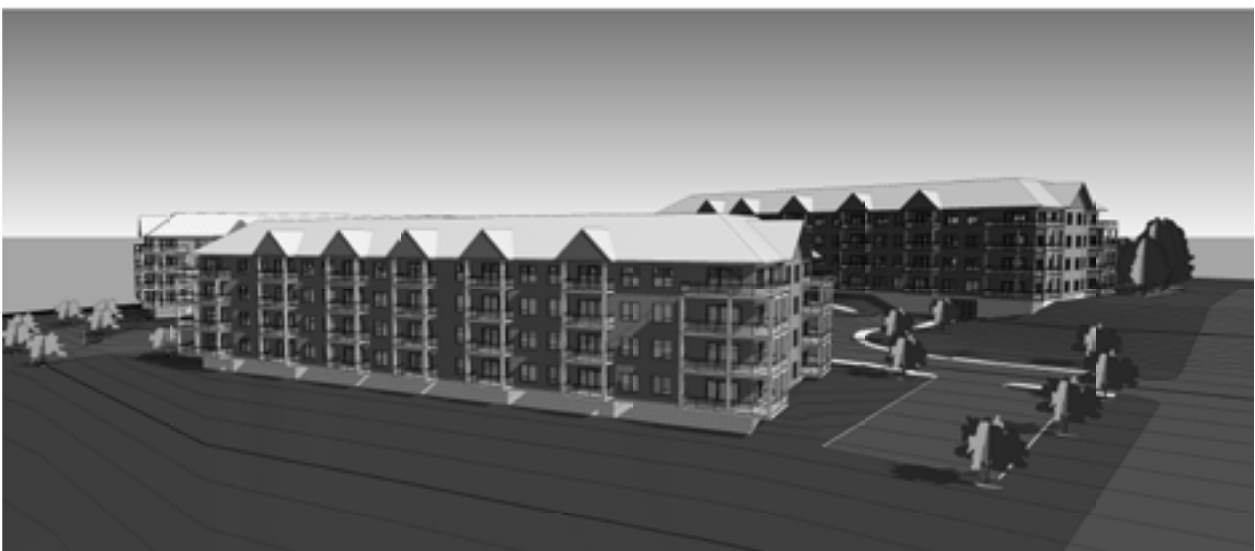
SCHEDULE "C" | RENDERINGS



Rendering: view of the proposed buildings, looking southeast from Kaulback Street



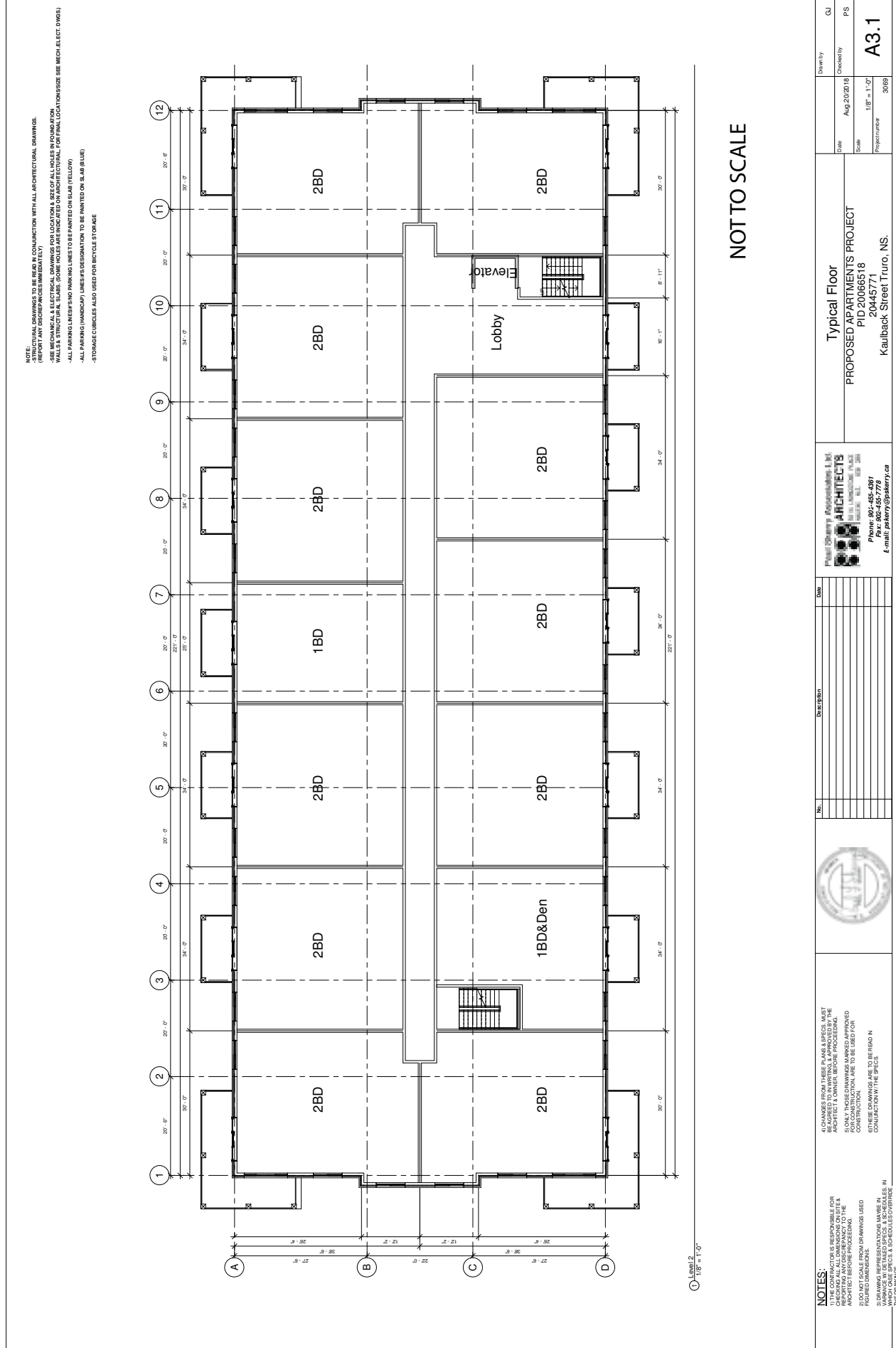
Rendering: view of the proposed buildings, looking northeast from Kaulback Street



Rendering: view of the proposed buildings, looking east from Kaulback Street

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SCHEDULE "D" | TYPICAL FLOOR PLAN



<p>NOTES: 1) THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS OF THE SITE PRIOR TO CONSTRUCTION. ANY DISCREPANCY TO THE ARCHITECT BEFORE PROCEEDING. 2) ALL DIMENSIONS ARE TO FACE UNLESS SPECIFICALLY NOTED OTHERWISE. 3) DRAWINGS REPRESENTATIONS MAY BE IN VARIATION WITH THE SPECIFICATIONS AND CONDITIONS IN THE DRAWINGS.</p>		<p>4) CHANGES FROM THESE PLANS & SPECS MUST BE MADE TO A REVISION LIST APPROVED BY THE ARCHITECT. ONLY THOSE CHANGES MARKED APPROVED FOR CONSTRUCTION ARE TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE ORIGINAL DRAWINGS MUST BE MADE TO THE ORIGINAL DRAWINGS AND THE ORIGINAL DRAWINGS MUST BE USED FOR CONSTRUCTION WITH THE SPECS.</p>	
<p>PROPOSED APARTMENTS PROJECT PID 20066518 20445771 Kaulback Street Truro, NS.</p>		<p>Typical Floor</p>	
<p>Drawn by Checked by Date Scale Project number</p>	<p>GU PS Aug 2020 15 1/8" = 1'-0" 3096</p>	<p>A3.1</p>	
<p>PROJECT INFORMATION</p>		<p>ARCHITECTS P. J. PATERNY ARCHITECTURE LTD. 185 KAULBACK STREET TRURO, NS B2L 1S6 Phone: 864-465-1651 Fax: 864-467-779 E-mail: ppaterny@paterny.ca</p>	

WY 802.1.6 8102028

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SCHEDULE "H" | PHASING PLAN

