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## DEVELOPMENT AGREEMENT

**TO PERMIT THE DEVELOPMENT OF 6-9 DWELLING UNITS IN AN EXISTING MIXED-USE BUILDING AT 880 PRINCE STREET, PID NO. 20195368 AND AN ACCESSORY PARKING LOT AT 11 HAVELOCK STREET, PID NO. 20195269**

THIS AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_ 2019

BETWEEN:

**WALKER LOFTS INC.**, 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 Developer has good title to lands situated on Prince Street and Havelock Street in Truro, Nova Scotia and identified as PID no. 20195368 & 20195269, and which said lands (hereinafter called the "Properties") are more particularly described in Schedule "A" of this Agreement;

**AND WHEREAS** pursuant to Policy C-19 of the Town of Truro's Municipal Planning Strategy the Developer has requested that a development agreement be entered into to permit the conversion of an existing mixed-use building into 6-9 dwelling units with ground floor commercial space and an accessory parking lot, hereinafter called the "Development";

**AND WHEREAS** the Town, by a resolution of Council passed on the \_\_\_\_ day of \_\_\_\_ 2019 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 applicable "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.

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

### **3.1 Land Use**

- 3.1.1 Only the following uses shall be permitted on the Property:
- a) a maximum of 9 residential dwelling units in the existing 4-storey building;
  - b) Downtown Commercial (C1) zone uses on the ground floor;
  - c) a parking area for a minimum of 16 vehicles;
  - d) accessory structures in accordance with Accessory Building Requirements as set out in the Town of Truro Land Use By-law, as amended; .
- 3.1.2 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
- a) The Developer shall construct and maintain the existing building in conformance with architectural details of the building as set forth in this Agreement and more particularly described in Schedules "B" attached, consisting of photographs of the structure and forming part of this Agreement.
  - b) The Developer may convert the add-on at the back of the existing building into an elevator to service the residents of the proposed development.
- 3.2.2 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.
- 3.2.3 Storm Water Drainage  
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.
- 3.2.4 Parking and Vehicle Access
- a) A parking area for a minimum of 16 vehicles shall be maintained for use by residents and visitors of the development and subject to the following requirements:
    - i) each parking space shall be clearly demarcated; and
    - ii) the parking area shall be surfaced with asphalt or similar hard surface material.
  - b) 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.
  - c) No required parking space may be occupied by snow storage or by a refuse, recycling, compost container, or accessory building.
- 3.2.5 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.
- 3.2.6 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 or public right-of-way.
  - 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

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maintenance are structural or not.

3.2.7 Signage

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

3.2.8 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 Property. 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.
- 5.4 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.
- 5.5 This Agreement shall be filed by the Town in the Land Registration Office at Truro, Nova Scotia and shall form a charge or encumbrance upon the Property.
- 5.6 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.
- 5.7 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 within one year of entering into this agreement.
- 6.3 Construction shall be substantially complete within two years of the Developer having obtained the necessary permits.
- 6.4 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.
- 6.5 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.

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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>DEVELOPERS</u>
	)	
	)	
_____	)	
Witness	)	
	)	
	)	_____
	)	Walker Lofts Inc.
	)	
	)	<u>THE TOWN OF TRURO</u>
	)	
	)	
_____	)	_____
Witness	)	Mayor
	)	
	)	
	)	
	)	_____
	)	Chief Administrative Officer

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 WALKER LOFTS INC., 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 \_\_\_\_\_ 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 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"**

**PID #20195368**

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of Truro and more particularly bounded and described as follows:

BEGINNING at a corner of Prince Street and Outram Streets;

THENCE running southwardly along the West line of Outram Street seventy-six feet, or to land of the Salvation Army;

THENCE running in a Westwardly direction at right angles, or nearly so, to Outram Street seventy-seven feet;

THENCE running in a Northerly direction nineteen feet, six inches;

THENCE running in an Eastwardly direction at right angles, or nearly so, to the last mentioned line twenty-eight feet, eight inches;

THENCE running in a Northwardly direction seventy-six feet, eight inches to a point on Prince Street fifty feet from the corner of Prince Street and Outram Street;

THENCE running Eastwardly along the south line of Prince Street fifty feet or to the place of beginning, subject, however, to a right-of-way over a strip of land on the west side of the said lot ten feet in width and extending from Prince Street seventy-six feet eight inches in depth.

Subject to restrictive covenants contained in a deed recorded in book 869 at page 794.

The Subdivision is validated by Section 291 of the Municipal Government Act.

**PID#20195269**

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of Truro, County of Colchester and Province of Nova Scotia, more particularly bounded and described as follows:

LYING East of Havelock Street and bonded west by said Street;

ON the North by land of J.W. Johnson;

ON the East by land occupied by the Salvation Army;

AND on the south by land of Elizabeth Brown;

SAID lot being fifty feet front on Havelock Street and eighty feet deep and being the same land deeded by Israel Longworth to William Murray, said deed bearing dated December 30th, 1890.

AND BEING the same lot of land as was deeded from Henry B. McCulloch and Mabel his wife, to Commercial Equipment Ltd. by deed dated the 15th day of May, 1948 and said deed recorded in the Registry of Deeds Office in Colchester County in book 232 at page 713.

Subject to restrictive covenants contained in a deed recorded in book 869 at page 794.

The subdivision is validated by Section 291 of the Municipal Government Act.

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SCHEDULE "B" / EXISTING STRUCTURE



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**SCHEDULE "B" / EXISTING STRUCTURE**

