

DEVELOPMENT AGREEMENT

DRAFT

TO PERMIT A MULTIPLE UNIT RESIDENTIAL DEVELOPMENT AT 25 DOMINION STREET, PID No. 20181897

THIS AGREEMENT MADE THIS ____ DAY OF SEPTEMBER 2019

BETWEEN:

OLFI PROPERTIES INCORPORATED, of Dartmouth, Province of Nova Scotia
(hereinafter called the "Developers")

OF THE FIRST PART

- and -

the **TOWN OF TRURO**, a body corporate (hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Developers have good title to lands situated on Dominion Street in Truro, Nova Scotia and identified as PID number 20181897, and which said lands (hereinafter called the "Property") is 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 Developers have requested that a development agreement be entered into to permit an existing structure on the Property to be developed as a multiple unit residential development consisting of a maximum of 14 dwelling units, hereinafter called the "Development";

AND WHEREAS the Town, by a resolution of Council passed on the 9th day of September 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 Developers, the Developers 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 Developers 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 Developers 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 Developers 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 Developers shall ensure that any structure permitted by this Agreement meets the requirements of the National Fire Code and the National Building Code.
- 2.7 The Schedules to this Agreement form part of this Agreement and are binding upon the Developers. 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) an existing 2.5 storey structure containing a maximum of 14 dwelling units; and
 - b) parking accessory to the permitted residential use.
- 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 Developers 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 and Materials
- a) The Developer shall maintain the external appearance of the existing building on the Property generally in conformance with the photographs in Schedule "B" attached and forming part of this Agreement.
 - b) Siding shall be typical of residential construction and consist of brick, stone and wooden clapboards or shakes or a material designed to resemble wooden clapboards or shakes.
 - c) Windows shall be consistent with the style of existing windows depicted in the photographs in Schedule "B" attached and forming part of this Agreement.
- 3.2.2 Municipal Services
All on site servicing and connections to the Town's Sanitary Sewer and Water Services by the Developers will be maintained in a manner that is satisfactory to the Town Engineer's Office.
- 3.2.3 Parking
- a) A minimum of 7 parking spaces shall be maintained on site.
 - b) Each parking space shall be clearly demarcated.
 - c) The parking area shall be surfaced with asphalt or similar hard surface material.
 - d) The Developers shall be responsible for supplying, installing, and maintaining at the Developers' cost, directional and regulatory signage on the Property as required by the Town's Traffic Authority.
 - e) No required parking space may be occupied by snow storage or by a refuse, recycling, or compost container.
- 3.2.4 Traffic and Vehicle Access
Final design and location of all driveways, pedestrian walkways, and regulatory signage are subject to approval by the Town's Traffic Authority.
- 3.2.5 Lighting
- a) The Developers 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 m of any property abutting the development.
 - b) The Developers 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 to the exterior of the building or landscaping required or undertaken pursuant to this agreement shall be subject to the issuance of a development permit.

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3.2.7 Signage

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

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: AMENDMENTS

5.1 The following shall be considered not substantive matters:

- a) the addition, removal or relocation of accessory buildings; and
- b) the addition, removal or relocation of driveway entrances, subject to Town of Truro Traffic Authority approval.

5.2 Items listed as not substantive matters may be amended in accordance with Section 230 of the Municipal Government Act.

5.3 Substantial matters shall relate to any matter not identified as insubstantial in this Part or otherwise addressed in this Agreement. This Agreement may be amended in order to provide for substantial matters according to the Municipal Government Act.

PART 6: IMPLEMENTATION

6.1 Upon breach by the Developers of any of the terms or conditions of this Agreement, the Town may, after thirty days notice in writing to the Developers 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 Developers by direct suit and shall form a charge on the Property.

6.2 This Agreement shall be binding upon the Developers' assigns, mortgagees, lessees, successors and occupiers of the Property.

6.3 The Developers hereby certify that they are the sole owner of the Properties.

6.4 The Developers further certify that they have 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.

6.5 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.

6.6 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.

6.7 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 7: TIMING

7.1 The Developers shall enter into this Agreement within one year of the Town's approval of this Agreement.

7.2 The Developers shall apply for any required development permits for all 14 dwellings within one year of entering into this Agreement.

7.3 If the Developers 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.

7.4 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 Photographs of Existing Structure on the Property

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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)	OLFI Properties Incorporated
)	
)	
)	
)	
)	<u>THE TOWN OF TRURO</u>
)	
)	
)	
)	_____
)	Mayor
)	
_____)	_____
Witness)	Chief Administrative Officer
)	
)	
)	
)	

PROVINCE OF NOVA SCOTIA
COUNTY OF COLCHESTER

On this _____ day of June 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 OLFI Properties Incorporated, one of the parties thereto, caused the same to be executed in their name in h_____ presence.

A Barrister of the Supreme Court of Nova Scotia

PROVINCE OF NOVA SCOTIA
COUNTY OF COLCHESTER

On this _____ day of June 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. Mike 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 20181897

Parcel Description

ALL that lot of land situate on the east side of Dominion Street, in the Town of Truro and Province of Nova Scotia, and bounded and described as follows, that is to say:

BOUNDED on the north by lands formerly owned by James A. Leaman;

ON the south by lands formerly owned by James A. Leaman;

ON the east by lands owned and occupied now or formerly by Muir Sibley; and

ON the west by Dominion Street, and the said lot being seventy (70) feet front and being one hundred and twenty-five (125) feet in depth and being formerly owned by the late Samuel C. Smith.

BEING AND INTENDED TO BE that lot of land conveyed by the Executors of the Estate of Fleming Blanchard Stevens to Clarence E. Stevens by Deed dated October 8, 1953, said Deed being recorded at the Registry of Deeds, Truro, Nova Scotia in Book 255 at Page 209.

AND BEING AND INTENDED TO BE that lot of land conveyed by Clarence Stevens et al to David A Yould and Janet A. Yould by Deed recorded at the Registry of Deeds, Truro, Nova Scotia in Book 432 at Page 427.

The parcel complies with Part IX the Municipal Government Act.

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SCHEDULE "B"
Photos of Existing Structure



View of Existing Structure looking southeast from Dominion Street



View of Existing Structure looking northeast from Dominion Street

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View of Existing Structure looking south from Town owned parking lot