ATTACHMENT 1

THIS DEVELOPMENT AGREEMENT made this _____day of _____, A.D., 2026,

BETWEEN:

INSERT NAME

(herein called the **"Developer"**)

OF THE FIRST PART;

- and –

The Town of Yarmouth; an incorporated Town

(herein called the **"Town"**)

OF THE OTHER PART.

WHEREAS the Developer is the registered owner of certain lands located at 150 Water Street (PID# 90193798), and which said lands are more particularly described in Schedule "A" hereto (herein called "Subject Property").

AND WHEREAS the Developer has made an application to the Town for a Development Agreement to allow for short-term rental units on the subject lands in keeping with the rules of this agreement.

AND WHEREAS the Developer has agreed to enter into this Agreement with the Town pursuant to Section 225 and Section 230 of the Municipal Government Act, Policy 4.29 of the Town of Yarmouth Municipal Planning Strategy and Section 5.61 of the Town of Yarmouth Land Use Bylaw.

AND WHEREAS the Town Council (hereinafter called "Council") approved this request at a meeting held on [**Insert – Date**].

NOW THIS AGREEMENT WITNESSETH the parties hereto mutually covenant and agree to the Development subject to the following terms and conditions:

ATTACHMENT 1

1. General Requirements and Administration

1.1. The Developer agrees that the Subject Property shall be developed and used only in accordance with and subject to the terms and conditions of this Agreement.

1.2. Applicability of Town of Yarmouth Land Use By-law and Subdivision By-law

a. Unless otherwise provided in this Agreement, any provisions or regulations not set out or specifically mentioned in this agreement shall be governed by the provisions of the Town of Yarmouth Land Use By-law and Subdivision By-law.
b. Variance applications enabled under Section 250 of the Municipal Government Act shall be permitted.

1.3. Applicability of Other By-laws, Statutes and Regulations

a. Further to Section 1.2., nothing in this Agreement shall exempt or be taken to exempt the Developer, lot owner or any other person from complying with the requirements of any by-law of the Town applicable to the Subject Property (other than the Town of Yarmouth Land Use By-law to the extent varied by this Agreement), or any statute or regulation of the Provincial/Federal Government and the Developer or Lot Owner agree(s) to observe and comply with all such laws, by-laws and regulations, as may be amended from time to time, in connection with the development and use of the Subject Property.

1.4. Conflict

a. Where the provisions of this Agreement conflicts with those of any by-law of the Town applicable to the Subject Property (other than the Town of Yarmouth Land Use By- law to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
b. Where the written text of this Agreement conflicts with information provided in the Schedules attached, the written text of this Agreement shall prevail.

1.5. Provisions Severable

The provisions of this Agreement are severable from one another and the invalidity or unenforceability of one provision shall not affect the validity or enforceability of any other provision.

1.6. Lands

The Developer hereby represents and warrants to the Municipality that the Developer is the owner of the Lands and that all owners of the Lands have entered into this Agreement.

1.7. Costs, Expenses, Liabilities and Obligations

The Developer shall be responsible for all costs, expenses, liabilities, and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, and Municipal laws, by-laws, regulations, and codes applicable to the Subject Property.

1.8. Interpretation of this Agreement

All words unless otherwise specifically defined herein shall be as defined in the applicable Land Use By-law and Subdivision By-law, if not defined in these documents their customary meaning shall apply.

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2. Use of Lands and Development Provisions

2.1. Any future development shall be constructed and placed on the Subject Property in a manner, which, in the opinion of the Development Officer, conforms with the site-specific rules contained in this Agreement.

2.2. No Development Permit shall be issued by the Town unless and until the Developer has complied with all applicable provisions of this Agreement and the Town of Yarmouth Land Use By-law to the satisfaction of the Development Officer and with the terms and conditions of all permits, licenses, and approvals required to be obtained by the Developer pursuant to this Agreement.

2.3. Permitted Uses

That the use of the Subject Property shall be limited to any use permitted in the underlying zone as per the requirements of the Town of Yarmouth Land Use By-law, as amended from time to time.

2.4. Rules for Short-Term Rental Units

a. A maximum of one (1) residential dwelling unit per lot may operate as Short-Term Rentals as defined in subsection d.

b. The operator of a Short-Term Rental is not required to reside at the Subject Property.

c. The allowance for a Short-Term Rental unit shall apply to the subject land as generally shown in Schedule "B" (Site Plan).

d. For the purposes of this agreement Short-Term Rental means a dwelling unit offered as overnight accommodation for 28 days or less. This definition excludes a Guest Home or Bed and Breakfast, as defined in the Town of Yarmouth Land Use Bylaw that came into effect on August 23, 2016.

2.5. Outdoor Waste Storage

Any waste storage bins or outdoor waste storage enclosures shall not be stored or located between a building and a public street.

2.6. Operation and Maintenance

a. All buildings and lands shall be maintained and kept in a tidy and safe condition.

b. The Developer shall be responsible for maintaining the site to comply with all Town By-laws and Provincial regulations and to ensure that garbage collection and debris collection and removal are undertaken on a regular basis to ensure the site is maintained in a safe and clean condition.

2.7 Expiration of Development Permit

Notwithstanding section 4.5 of the Land Use Bylaw 2016, a Development Permit issued for a new single detached dwelling shall expire in three (3) years from the date of issue, should no development begin within the aforementioned time period.

3. Amendments to the Agreement

3.1. Non-Substantive Amendments

Amendments considered non-substantive in this Agreement may include deviations from rules identified

in sections 2.4, 2.5. and 4.4.

3.2. Substantive Amendments
All other matters shall be considered substantial and be amended only after a Public Hearing process pursuant to Section 230 of the *Municipal Government Act*.

4. Registration and Effect of Conveyances

4.1. Registry of Deeds
This Agreement shall be recorded and filed by the Town in the Land Registry Office.

4.2. Costs Associated with the Agreement
The Developer shall cover the cost of recording and filing all the documents in connection with this Agreement.

4.3. Binding
This Agreement shall be binding upon the parties hereto, their heirs, successors, assigns, mortgagees, lessees, and all subsequent owners, and shall run with the Subject Property which is the subject of this Agreement until this Agreement is discharged by the Town.

4.4. Signing of Development Agreement
This Agreement shall be signed by the Developer within 120 days from the date the appeal period pursuant to Section 228 of the *Municipal Government Act* has elapsed and no appeal has been commenced, otherwise this Agreement shall be considered null and void and shall not be implemented.

5. Matters Incidental to the Agreement

5.1. The Developer hereby agrees that any officer appointed by the Town to enforce this agreement shall be granted access onto the lands during all reasonable hours without obtaining consent of the Developer. The Developer further agrees to allow an officer of the Town to inspect the interior of any building located on the lands during any reasonable hour upon receiving advanced written notification.

5.2. If the Developer fails to observe or perform any covenant or condition of this Agreement after the Town has given them thirty (30) days written notice of the failure or default, then in each such case:

a. The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives, and defense based on the allegation that damages would be an adequate remedy;

b. The Town may enter onto the Subject Property and perform any of the covenants contained in this Agreement whereupon all reasonable expenses whether arising out of the entry onto the lands or from the performance of the covenants may be recovered from the Developer by direct suit and such amount shall, until paid, form a charge upon the Subject Property and be shown on any tax certificate issued under the Assessment Act;

c. The Town may by resolution discharge this Agreement whereupon this Agreement shall have no

further force or effect and henceforth the development of the lands shall conform with the provisions of the Town of Yarmouth Land Use By-law; and/or,

d. In addition to the above remedies the Town reserves the right to pursue any other remediation under the Municipal Government Act or Common Law in order to ensure compliance with this Agreement.

6. Enforcement

6.1. 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 provisions.

ATTACHMENT 1

IN WITNESS WHEREOF the parties hereto for themselves, their successors and assigns have hereunto set their hands and seals as of the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the presence of:

Developer
Insert Name

_____
Witness

Per: _____

Print Name:_____

Print Position (if applicable):_____

SIGNED, DELIVERED AND ATTESTED to by the proper signing officers of Town of Yarmouth, duly authorized in that behalf, in the presence of:

TOWN OF YARMOUTH

_____
Witness

Per:_____
Mayor

TOWN OF YARMOUTH

_____
Witness

Per: _____
Town Clerk & Treasurer

Province of Nova Scotia County of Yarmouth. On this _____ day of _____, 2026 before me, the subscriber personally came and appeared, _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made an oath and said that **Developer**, **insert name**, one of the parties thereto, signed, sealed and delivered the same in his/her presence. _____ Commissioner of the Supreme Court of Nova Scotia	Province of Nova Scotia County of Yarmouth. On this _____day of _____, 2026, before me, the subscriber personally came and appeared, _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made an oath and said that **Town of Yarmouth**, one of the parties thereto, signed, sealed and delivered the same in his/her presence. _____ Commissioner of the Supreme Court of Nova Scotia

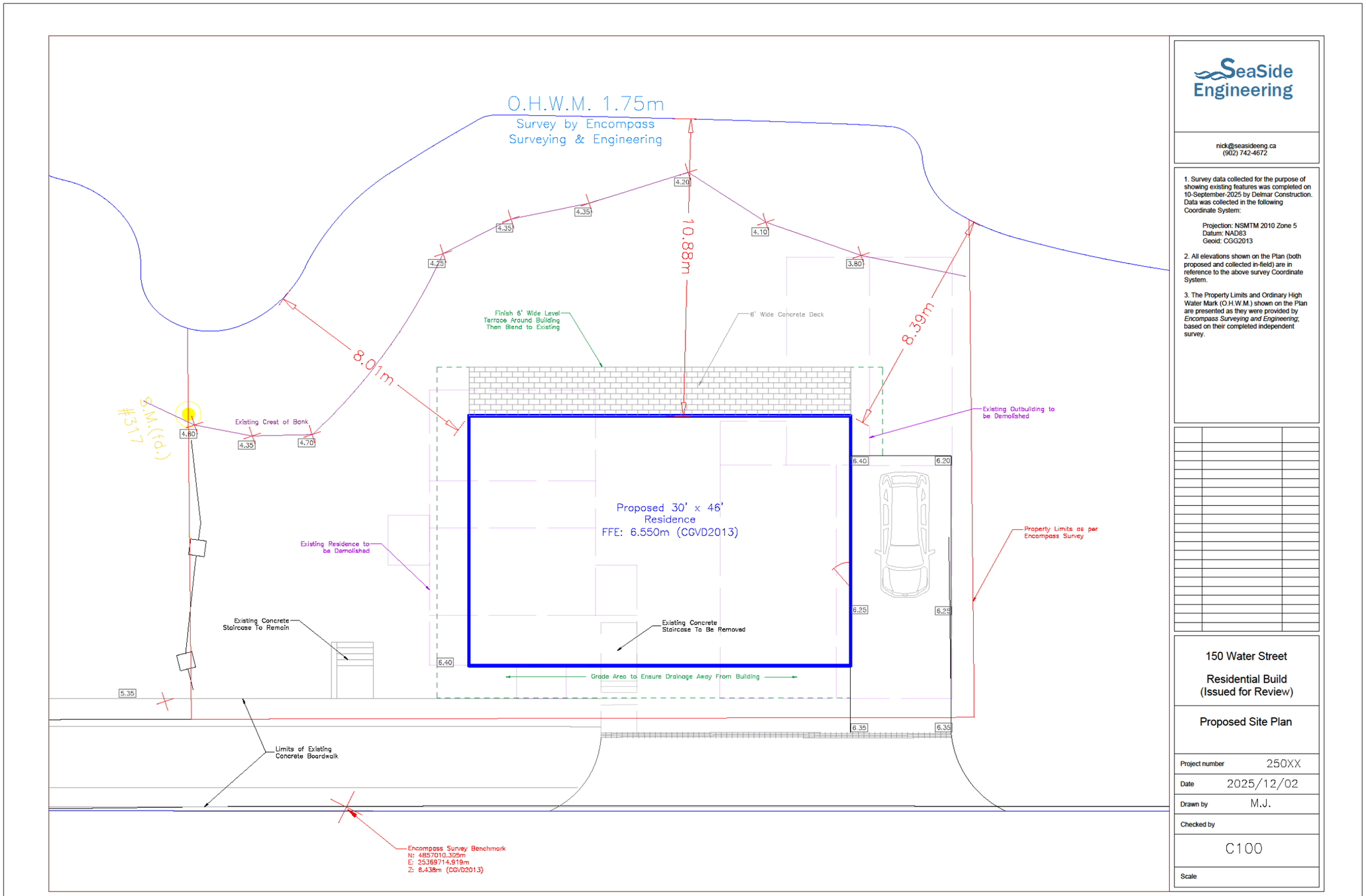
ATTACHMENT 1

Schedule "A" - Property Description

TO BE PROVIDED

ATTACHMENT 1

Schedule "B" – Site Plan (Conceptual)



NOTE* Schedule "B" is a conceptual plan that demonstrates a potential development outcome based on the zoning requirements of an effective Town of Yarmouth's Land Use Bylaw, to be amended from time to time, and shall not be interpreted as a reference for determining consistency of the actual development on the property with this development agreement.