Attachment 2
Proposed Development Agreement

THIS DEVELOPMENT AGREEMENT made this _____day of _____, A.D., 2025,

BETWEEN:

Insert Name(s)

(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 76 Starrs Road in Yarmouth (PID# 90219452), which said lands are more particularly described in Schedule "A" hereto (herein called "*Subject Property*") and shown in Schedule "C" (herein called "*Site Plan*");

AND WHEREAS the *Developer* has agreed to enter into this Development Agreement (hereinafter called "*Agreement*") with the *Town* pursuant to Section 225 and Section 230 of the Municipal Government Act.

AND WHEREAS the *Developer* has made an application to the *Town* to permit medical clinic and office uses on the *Subject Property* in keeping with the rules of this *Agreement* ("*Development*").

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:

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PART 1: GENERAL REQUIREMENTS AND ADMINISTRATION

1.1 Applicability of Agreement

1.1.1 The *Developer* agrees that the Lands 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 Bylaw 2016 and Subdivision Bylaw

1.2.1 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 *Land Use Bylaw 2016* and the Town of Yarmouth Subdivision Bylaw, as amended from time to time.

1.3 Variances

1.3.1 Variance applications enabled under Section 235 of the Municipal Government Act shall be permitted.

1.4 Applicability of Other By-laws, Statutes and Regulations

1.4.1 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 *Land Use Bylaw 2016* 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*.

1.5 Conflict

1.5.1 Where the provisions of this *Agreement* conflict with those of any by-law of the *Town* applicable to the *Subject Property* (other than the *Land Use Bylaw 2016* to the extent varied by this *Agreement*) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.

1.5.2 Where the written text of this *Agreement* conflicts with information provided in the Schedules attached, the written text of this *Agreement* shall prevail.

1.6 Provisions Severable

1.6.1 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.

1.7 Subject Property

1.7.1 *Developer* hereby represents and warrants to the Municipality that the *Developer* is the owner of the *Subject Property* and that all owners of the *Subject Property* have entered into this *Agreement*.

1.8 Costs, Expenses, Liabilities and Obligations

1.8.1 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*.

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1.9 Interpretation of this Agreement

1.9.1 Terms that are ***bold and italicized*** denote defined terms contained in Schedule "B."

1.9.2 Words not specifically defined in this *Agreement* or the *Land Use Bylaw 2016*, shall be interpreted in accord with their dictionary meaning and customary usage.

PART 2: USE OF LANDS AND DEVELOPMENT PROVISIONS

2.1 Permitted Uses

2.1.1 The permitted uses of the underlying zone of the Town of Yarmouth Land Use By-law, as amended from time to time, are the permitted uses on the *Subject Site* with the addition of:

a) Assisted Living Housing;
b) Multiple Unit Building;
c) Townhouse Dwellings;
d) Dwelling units;
e) Nursing Homes;
f) Open Air Cinema;
g) Private Parks and Gardens;
h) Public Parks; and
i) Residential Care.

2.1.2 The following uses are additional permitted uses when located in a building that is legally existing on the *Subject Property* as of the effective date of this *Agreement*:

a) Medical Clinics;
b) ***Offices***, as defined in Schedule "B" of this *Agreement*; and
c) Provincial and Federal Government Offices.

2.2 Rules for Office and Medical Clinic Uses

2.2.1 The maximum total cumulative floor area for Medical Clinics and ***Office*** uses shall not exceed 1,860m^2 (20,000sf^2) on the *Subject Property* as existing on the effective date of this *Agreement*.

2.2.2 A minimum of one unsecured and one secured bicycle parking space is required per 100m^2 floor area approved for ***Office***, and Provincial and Federal Government Office uses.

2.3 Rules for Residential Uses

2.3.1 Developments with ***residential uses*** with more than 8 units may be only permitted by Development Agreement.

2.3.2 Notwithstanding the yard requirements of the underlying zone, the minimum yard setbacks for developments with ***residential uses*** shared with:

a) with a public street shall not be less than 6.1 metres (20 feet); and
b) with another parcel 3.05 metres (10 feet).

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2.4 Building Height

2.4.1 The maximum building height shall not exceed 6 storeys.

2.5 Main Buildings

2.5.1 More than one (1) serviced main building is permitted.

2.6 Waste & Recycling

2.6.1 Waste shall be managed in accordance with the *Town*'s Solid Waste Resource Bylaw, as amended from time to time.

2.6.2 The *Developer* is responsible for waste and recycling management and collection.

2.6.3 Garbage and recycling containers, including and associated containers and waste material must be stored, prior to collection, either inside a building or a container enclosure.

2.7 Outdoor Storage

2.7.1 No permanent outdoor storage shall be permitted.

2.7.2 Where temporary outdoor storage is necessary to support the site redevelopment, construction or its operations, it shall not be located in a yard shared with Starrs Road, Pleasant Street or Crosby Drive.

2.8 Operation and Maintenance

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

2.8.2 The *Developer* shall be responsible for maintaining the site to comply with all *Town* Bylaws 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.

PART 3: Municipal Services

3.1 General Provisions

3.1.1 The *Developer* shall be responsible for securing all applicable approvals associated with the on-site and off-site servicing systems required to accommodate the *Development*, including but not limited to sanitary sewer system, water supply system, stormwater sewer and drainage system, and other applicable utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the *Town* and other approval agencies.

3.1.2 All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the *Developer.* All design drawings and information shall be certified by a Professional Engineer or appropriate qualified professional as required by this *Agreement* or other approval agencies.

3.1.3 All designs and construction of service systems shall be consistent with the requirements of the *Town* of Yarmouth Subdivision By-law, as amended from to time, unless otherwise provided for in this *Agreement* and shall receive written approval from the *Town* prior to undertaking the work.

3.1.4 The *Town* of Yarmouth approved Water Utility and Sewer System service charges shall apply.

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3.1.5 Prior to construction, any applicable servicing agreements, indemnification agreements and easements shall be executed at the cost of the *Developer* to the satisfaction of the *Town*.

3.2 Relocation of Existing Utilities

3.2.1 Relocation of any on-site services and utilities (if applicable) shall be at the *Developer* 's expense.

3.3 Off-site Disturbance

3.3.1 Any disturbance to existing off-site infrastructure resulting from the *Development*, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas, and utilities, shall be the responsibility of the *Developer*, and shall be reinstated, removed, replaced or relocated by the *Developer* as directed by the *Town*.

3.4 Water

3.4.1 The design and construction of all water connections and on-site water distributions systems shall be consistent with the applicable specifications of *Land Use Bylaw 2016* and the *Town* of Yarmouth Subdivision Bylaw as amended from time to time.

3.5 Sanitary Sewer

3.5.1 The design of all sanitary sewer connections and on-site sanitary sewer network shall be consistent with the applicable specifications of *Land Use Bylaw 2016* and the *Town* of Yarmouth Subdivision Bylaw as amended from time to time.

3.6 Stormwater

3.6.1 Subject to the extent of changes to the existing site, if any, the *Town* reserves the right to request a Surface Water Runoff Plan prepared by a qualified professional for review and acceptance by the *Town*, concurrently with the submission of a Development Permit application for the *Development*.

3.6.2 The design and construction of all stormwater sewer connections and on-site stormwater management measures shall be consistent with the applicable specifications of *Land Use Bylaw 2016* and the *Town* of Yarmouth Subdivision Bylaw as amended from time to time.

3.6.3 Unless otherwise permitted by the *Town* Engineer, no stormwater or other drainage from the *Subject Property* onto adjacent lands is permitted.

PART 4: AMENDMENTS TO THE AGREEMENT

4.1 Non-Substantive Amendments

4.1.1 The following items are considered by both parties to be not substantive and may be amended in a manner consistent with the Municipal Government Act:

a) Changes to the maximum building height and setbacks which in the opinion of the Development Officer are minor in nature.

b) The granting of an extension to expiration of an approved Development Permit for the *Development*.

4.2 Substantive Amendments

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4.2.1 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*.

PART 5: REGISTRATION AND EFFECT OF CONVEYANCES

5.1 Registry of Deeds

5.1.1 This *Agreement* shall be recorded and filed by the *Town* in the Land Registry Office.

5.2 Signing of Development Agreement

5.2.1 This *Agreement* shall be signed by the *Developer* within 180 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 any development on the *Subject Property* shall conform to the standard requirements of the applicable Land Use Bylaw.

5.2.2 For the purpose of this section, an extension of the signing time period may be considered in keeping with Section 4.1 of this *Agreement*, where the *Town* receives a written request from the *Developer* prior to the expiry of the commencement of development time period.

5.3 Expiration of Development Permit

5.3.1 A Development Permit that may be issued for the *Development* shall expire two (2) years from the date of issue, should no construction start with aforementioned time period.

5.3.2 For the purpose of this section, a construction start shall mean the commencement date of any serious construction associated with the intended *Development*.

5.4 Discharge of Agreement

5.4.1 Upon the completion of the *Development*, or where the *Developer* fails to complete the *Development* as specified in Section 5.5, the *Town* may review this *Agreement*, in whole or in part, and may:

a) retain the *Agreement* in its present form;
b) negotiate a new Development Agreement; or
c) discharge this *Agreement*.

5.5 Costs Associated with the Agreement

5.5.1 The *Developer* shall cover the cost of recording and filing all the documents in connection with this *Agreement*.

5.6 Binding

5.6.1 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*.

PART 6: MATTERS INCIDENTAL TO THE AGREEMENT

6.1 Right of Entry

6.1.1 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

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interior of any building located on the lands during any reasonable hour upon receiving advanced written notification.

6.2 Failure to Comply

6.2.1 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 applicable Land Use Bylaw; 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*.

PART 7: ENFORCEMENT

7.1 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.

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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

_____
Date & 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

_____
Date & Witness

Per:_____
Mayor

TOWN OF YARMOUTH

_____
Date & Witness

Per: _____
Town Clerk & Treasurer

Province of Nova Scotia County of Yarmouth. On this _____day of _____, 2025, before me, the subscriber personally came and appeared, _____insert the names of the person witnessing the Developer signing this agreement _____, a subscribing witness to the foregoing agreement, who having been by me duly sworn, made an oath and said that **Developer**, **Insert Name, on behalf of XXXX.**, 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 _____, 2025, before me, the subscriber personally came and appeared, __insert the names of person(s) witnessing the Mayor and the Clerk signing this agreement_____ _____, 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

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Schedule "A" - Property Description

A copy of the deed / description of the Subject Property shall be provided by the Developer prior to registration of this Agreement

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Schedule "B" – Definitions

Office means a use where the main activity is to provide professional, management, administrative, consulting, or financial services, but excluding banks. Typical examples of offices include offices for accountants, insurance, real estate and law firms.

Residential uses mean residential-oriented buildings and developments, including but not limited to, multiple unit dwellings, assisted living housing, residential care facilities and other similar residential-oriented use available in the applicable underlying zone of this *Agreement.*

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Attachment 2
Proposed Development Agreement

Schedule "C" – Site Plan

