Attachment 1
Proposed Amending Agreement

THIS AMENDING 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 SECOND PART.

WHEREAS the **Developer** is the registered owner of a lot located at the corner of Forest Street and Clements Avenue (Lot LP-2, PID# 90217712), in Yarmouth, and which said lands are more particularly described in Schedule "A" hereto (herein called the "**Subject Property**");

AND WHEREAS Town Council, at a meeting held on the 11th day of March 2021, approved an application by Developer to enter into a Development Agreement for the purpose of developing a 23-unit apartment building, the agreement being recorded at the Land Registry in Town of Yarmouth on the 10th day of March 2022 as document # 120248787 (herein called the "**Existing Agreement**");

AND WHEREAS the **Developer** has identified their intent to develop the Subject Property for a similar use and number of units but with a revised site configuration and building design not currently permitted under the provisions of the **Existing Agreement**;

AND WHEREAS the **Developer** has consequently requested substantial amendments to the provisions of the **Existing Agreement** to permit their intended residential project, pursuant to Section 230 of the Municipal Government Act;

AND WHEREAS Town Council approved the substantial amendments at a meeting held on the day of _____2026.

THEREFORE, in consideration of the benefits accrued to each party from the covenants herein contained, the parties agree that the **Existing Agreement** be amended as follows:

Amend *Section 1.1.1 and Section 1.2* as per the following:

1.1.1 Multiple unit buildings with more than eight (8) units subject to the applicable rules of this Agreement.

1.2 Except as otherwise set out in this Agreement, the development on the Subject Property shall be governed by the provisions of the Yarmouth Land Use By-law and any amendments thereto as approved on the 23rd day of August 2016, and in particular, the use shall otherwise comply with the requirements of the High Density Residential (R-3) Zone.

Delete *Section 2* in its entirety and replace it with the following:

2. Development Rules:

2.1 Number of Units

The maximum number of dwelling units of dwelling units on the Subject Property shall not exceed 75 units per hectare (30 units per acre).

2.2 Building Height

a) Unless otherwise provided in subsection b), he maximum building height of any main building shall be 13.72 m (45 ft).
b) Any main building located within 12.19 m (40 ft) of the northern property line shall not exceed two (2) storeys and a height of 9.14m (30 ft).
c) The maximum building height for any accessory building shall be in accordance with applicable provisions of the Land Use Bylaw 2016.

2.3 Yards

a) The minimum depth of all yards shall meet the minimum building setbacks required in subsection 2.4 of this Agreement.

2.4 Setbacks

a) Unless otherwise provided in subsections b) & c), the minimum building setback from any property line shall be 6.1 m (20 ft).
b) No main or accessory buildings, balconies, decks or patio shall be located closer than 7.6 m (25ft) to the northern property line.
c) For the purposes of subsection b), driveways and pedestrian walkways, parking and landscaping may be permitted within the required setback area.

2.5 Projections

Open or covered/roofed verandas, balconies, decks, eaves and cornices may project a maximum of 1.82m (6 ft) into required front and rear yards.

2.6 Building separation

The minimum separation distance between main buildings shall be 6.1 m (20 ft).

2.7 Number of Main Buildings

Any number of main buildings may be permitted on the Subject Site provided each building complies with the provisions of this Agreement.

Delete *Section 3* in its entirety and replace it with the following:

3. Landscaping and Amenity Space

3.1 Landscaping

a) A minimum of 30 per cent of the Subject Property shall be landscaped.
b) Landscaped areas may consist of both permeable and impervious landscaping.
c) Permeable landscaping may include existing natural vegetation and existing landscaped areas retained on the Subject Property.
d) Impervious landscaping shall not exceed 50 per cent of the required landscaped area.
e) Areas used for motor vehicle access, parking, loading, garbage and recycling facilities shall not be included in the calculation of landscaped area.

f) A minimum of one (1) new deciduous or coniferous tree (native species) shall be planted and maintained for each two (2) dwelling units.

3.2 Amenity Space

a) Each dwelling unit shall be provided with a minimum of $5m^2$ ($54ft^2$) of amenity space.
b) Amenity space may be provided as private amenity space or common amenity space or a combination of both.
c) Private amenity space may be in the form of a balcony, terrasse, deck, patio, or similar structure, and shall have no minimum dimension less than 1.7m (6 ft).
d) Common amenity space may be provided indoors or outdoors and shall:
    i. be accessible to all units; and
    ii. have a contiguous area of not less than 50m2 (540ft2), with no dimension less than 6.1m (20ft).

Amend *Section 4.1* as per the following:

4. Accessory Buildings:

4.1 A maximum of two (2) accessory buildings per main residential building may be developed, erected, or placed on the Subject Property, provided it conforms with the following requirements:

Delete *Section 5* in its entirety and replace it with the following:

5 Access, Parking and Lighting

5.1 Parking

a) A minimum of one (1) on-site parking space shall be provided for each dwelling unit.
b) Unless otherwise permitted by the Town, each parking space shall have minimum dimensions of 2.44 metres (8 feet) in width and 6.1 metres (20 feet) in length.
c) Unless otherwise permitted under subsection (d), all parking areas shall be clearly delineated and surfaced with a permanent hard surface.
d) At the discretion of the Town Engineer, parking areas with a permeable surface may be permitted where the Developer demonstrates that the proposed design provides measurable improvements to on-site stormwater management.
e) Accessible parking spaces shall comply with the requirements of the National Building Code.
f) Where the minimum parking requirement cannot be met, the Development Officer may permit a combination of off-site parking and cash-in-lieu of parking in accordance with the applicable provisions of the Land Use Bylaw.
g) Parking areas shall not be located within any front, side or flanking yard.
h) A minimum of 0.5 bicycle parking spaces per dwelling unit shall be provided. Where provided outdoor, bicycle parking shall be securely anchored and located on a permanent hard surface.

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5.2 Access

a) Unless otherwise permitted by the Town Engineer, all vehicular access shall comply with the applicable requirements the Land Use Bylaw 2016.
b) Unless otherwise permitted by the Town Engineer, any driveway on the Subject Property shall be a minimum of 6.1 m wide (20 ft).
c) Each main building shall be connected to a public sidewalk by a direct, accessible pedestrian access.

5.3 Lighting

All exterior lighting shall comply with applicable provisions of the Town of Yarmouth Dark Sky Policy and the Land Use Bylaw 2016 requirements.

Amend *Section 7.1* to the clauses as per following:

7.1 No open storage or outdoor display shall be permitted on the Subject Property.

Insert *Section 7.5* as per following:

7.5 Any accessory building or wooden fenced-in areas for garbage, organic waste and recycling containers, shall be adjacent to an on-site driveway.

Delete *Section 9 Subdivision of Land* in its entirety.

Delete S*ection 11.3* in its entirety.

Delete *Section 13* in its entirety and replace it with the following:

13.1 The Developer may apply for the necessary building and development permits for the Development as per this Agreement within three (3) years of entering into this Agreement. The Development shall include the following components:
13.1.1 One or more of the main buildings;
13.1.2 The parking spaces in compliance with the applicable requirements as written in Section 5 of this Agreement;
13.1.3 Site access and on-site vehicular and pedestrian circulation in compliance with the applicable requirements as written in Section 5 of this Agreement;
13.1.4 Garbage, organize waste, and/or recycling containers or similar devices placed inside the structure that shall include the requirement the requirements as written in Section 7 of this Agreement.

Insert *Section 13.2* as per following:

13.2 This Agreement shall become void should no Development and Building permit be submitted for the Development within three (3) years of the date the Developer enters into this Agreement.

Insert *Section 22* as per following:

22 **Requirements Prior to Approval**

22.1 Unless otherwise waived by the Town, the following information shall be prepared by qualified professionals, where applicable, and submitted as part of the Development Permit application for review and acceptance by the Town:

a) a dimensioned site plan;
b) dimensioned building floor plans and elevations;
c) an analysis of the pre and post development demands on the municipal sanitary sewer, domestic water, and fire protection system (if separate from domestic water); and
d) a lighting plan to demonstrate compliance with the Town of Yarmouth Dark Sky requirements;
e) a Site Grading Plan;
f) a Stormwater Plan and/or Surface Runoff Plan; and
g) an Erosion and Sediment Control Plan.

Delete Schedule “B” and replace it with the figure as shown in Schedule "B” of this Amending Agreement.

The above amendments shall form part of the Existing Agreement and shall run with the land and be binding upon the Developer, its assigns, mortgages, lessees, successors and occupiers of the property from time to time. Except as set forth herein, the Development Agreement is ratified and confirmed.

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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

_____ per: _____
Witness (INSERT)

Town of Yarmouth

_____ per: _____
Witness Mayor

Town of Yarmouth

_____ per: _____
Witness Town Clerk & Treasurer

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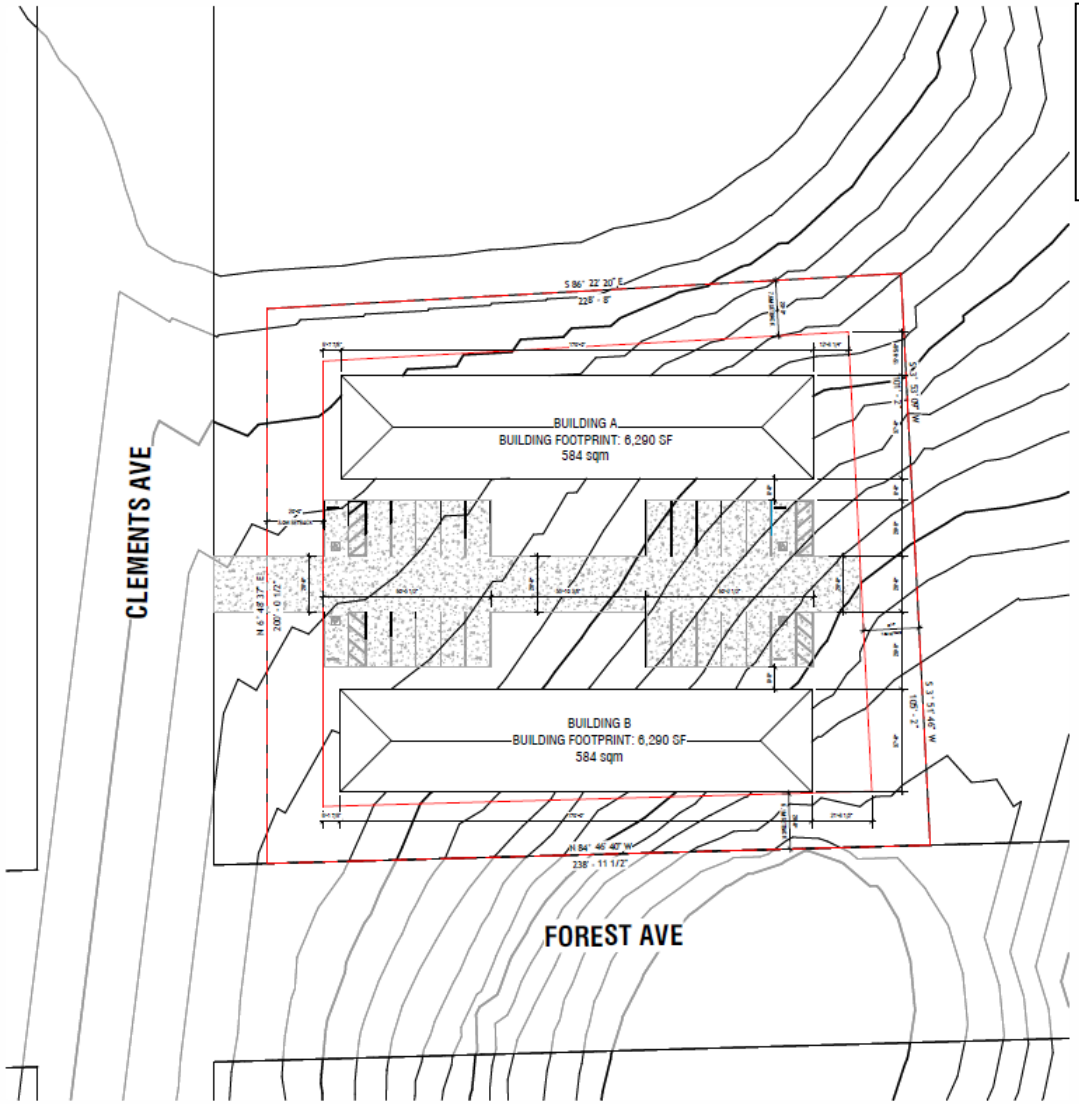
Schedule “A” – Description of Subject Property

[-insert prior to registration of the agreement-]

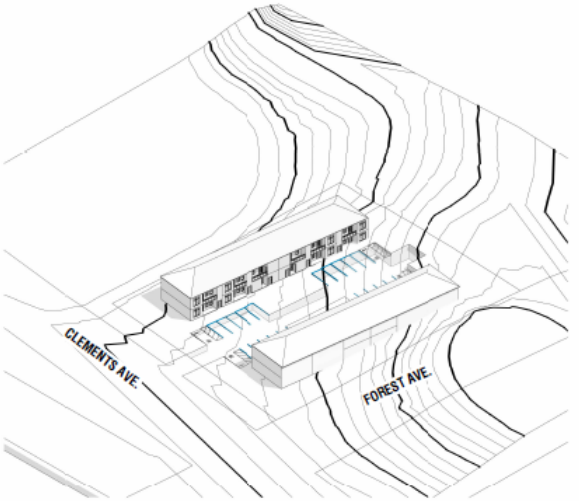
Schedule “B” – Conceptual Site Plan

NOTE* Schedule "B” is a conceptual plan that demonstrates a potential development outcome based on the development agreement requirements and shall not be interpreted as a reference for determining consistency of the actual development on the property with this development agreement.

SITE INFORMATION - R3 ZONE - YARMOUTH DIGBY LUB	
LOT COVERAGE COMPUTATION	
DESCRIPTION	AREA
TYPICAL UNIT 1-BR AREA	831.38 SF
TYPICAL UNIT 2-BR AREA	831.38 SF
BLDG. A	12,070 ft²
BLDG. B	12,070 ft²
BUILDING FOOTPRINT	24,140 ft²



1 SD100 PROPOSED SITE DEVELOPMENT
SCALE: 1" = 20'-0"



2 SD100 3D MASSING
SCALE: