

Appendix B: DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT made this _____ day of, _____ AD 2011,

BETWEEN

CHRIS MACGILLIVRAY, of 51 Brookland Street Antigonish, Nova Scotia, B2G 1V8 (hereinafter called the “Developer”).

OF THE FIRST PART

-and-

MUNICIPALITY OF THE COUNTY OF ANTIGONISH, a body corporate, in the County of Antigonish, Province of Nova Scotia (hereinafter call the “Municipality”).

OF THE SECOND PART

WHEREAS the Developer has good title to lands known as PID 10093342 and 10093359 on Applesseed Drive in the Municipality of the County of Antigonish, Nova Scotia, and which said lands (hereinafter called the “Property”) are more particularly described in Schedule “A” of this Agreement;

AND WHEREAS pursuant to Part (2), subsection 10(a) of the Antigonish Fringe Land Use By-law, the Developer has requested permission to erect a twelve- (12) unit apartment building on the Property;

WITNESS that in consideration of the sum of One Dollar (\$1.00) now paid by the Developer to the Municipality (the receipt of which is hereby acknowledged) the request to change the use of the Property is agreed upon by the Developer and the Municipality subject to the following:

PART 1: DEFINITIONS

For the purpose of this Agreement, all other words shall carry their customary meaning except those defined under PART 4-A, subsection 1(a) of the Antigonish Fringe Land Use By-law.

PART 2: GENERAL REQUIREMENTS

- 2.1 Except as otherwise stipulated by this Agreement, the development of the Property shall comply with the Antigonish County Fringe Land Use By-law;
- 2.2 Subject to the provisions of this Agreement, the Developer shall be bound by all By-laws and regulations of the Municipality as well as by any applicable statutes and regulations of the Province of Nova Scotia;
- 2.3 Notwithstanding Section 2.2, where the provisions of this Agreement conflict with those of any other 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 satisfy all federal, provincial or municipal regulations, by-laws or codes in force at the present time, or at any time in the future;

- 2.5 Further to Section 2.2, the Developer shall receive any necessary approvals from the Fire Marshall’s Office and shall meet all the “Barrier Free” or “Handicap Access” provisions of the National Building Code.
- 2.6 All driveway and parking lot finishing, fencing and landscaping shall be completed prior to the apartment building opening for occupancy.

PART 3: PHASING OF DEVELOPMENT:

- 3.1 The Developer shall employ the services of an Engineer to design a site plan for the remediation of water, sewer and drainage concerns prior to the issuance of permits.
- 3.2 Prior to the issuance of permits, requirements of the Antigonish County Public Works Department will be satisfied as follows:
 - (a) The Developer is responsible for the installation of a new sewer line from the main sanitary line to the new building and that it be separate from any existing sewer line;
 - (b) The Developer is responsible for the cost and installation of a new water pipe which is at least two inches in diameter between his new building and the main water line at the center of Appleseed Drive.
- 3.3 The following requirements of the Nova Scotia Department of Environment must be met.
 - (a) Erosion and Sedimentation Control measures designed for the development by a professional engineer must be put into place prior to construction.
 - (b) Exposed soils must be stabilized by such measures as covering soil stockpiles with hay/straw.
 - (c) Any water pumped or drained from the excavation must have a Suspended Solid (SS) concentration below 25 mg/l (ppm) before it crosses a lot line.

PART 4: DEVELOPMENT OF THE PROPERTY:

4.1 USES PERMITTED

This Agreement shall permit the construction of a three-storey, twelve (12) unit apartment building as shown on the site plan in Schedule “B” and in accordance with the following requirements:

	Serviced (Water and Sewer)
Minimum Lot Frontage	80ft. (24.4m)
Minimum Lot Area	10,000ft.2 (929m2) for first 3 units; 1,000ft2 (92.9m2) for each additional unit.
Minimum Front Yard	25ft. (7.6m)
Minimum Rear Yard	25ft. (7.6m)
Minimum Side Yard	4ft. (1.2m)
Maximum Height	35ft. (10.7m)

4.2 BUILDING AND SITE REQUIREMENTS

4.2.1 Special Design Requirements

Exterior cladding of the building shall be compatible with other types of exterior treatment in the neighbourhood and as shown on the elevations attached to this development agreement.

4.2.2 Parking

- (a) 18 regular parking spaces (1½ parking spaces for each dwelling unit), including four (4) handicapped spaces, shall be provided as shown in the Site Plan (Schedule “B”) as required by the Building Code;
- (b) the parking area shall meet all other requirements of Section 21 of the Antigonish County Fringe Land Use By-law;
- (c) each parking space shall be clearly demarcated;
- (d) the parking area shall be maintained with asphalt;
- (e) lights used for illumination of the parking lot shall be arranged to divert the light away from the street, adjacent lots and buildings.

4.2.3 Site Layout

- (a) The building shall be placed on the site as shown on the Site Plan (Schedule “B”).
- (b) The grounds shall be maintained as follows:
 - i) site remediation and drainage plan in accordance with an Engineer’s survey before construction shall begin
 - ii) a 20-foot treed buffer at the rear lot line
 - iii) maintaining existing trees on the site including along the side lot lines, except those on the site of the future building footprint
 - iv) planting hardwood trees around the parking area
 - v) maintaining landscaped areas and all sides of buildings free from litter and debris
 - vi) driveway and parking lot finishing to be of a porous paving material to enable natural water drainage and to alleviate water collection problems at that section of Appleseed Drive.

4.2.4 Recreational Space

Green space as shown in Schedule “A” shall be maintained for passive recreation.

4.2.5 Lighting

Lighting of the parking area shall be provided. Such lighting shall provide sufficient light for parking spaces and walkways but shall not be directed in such a way that neighbouring properties or roadways would be affected.

4.3 OPERATION AND MAINTENANCE OF PROPERTY

4.3.1 The Developer shall provide garbage receptacles which shall be

- (a) emptied on a weekly basis, and
- (b) screened or fenced to ensure a neat and clean appearance
- (c) located as shown behind building site on Appendix "A".

PART 5: IMPLEMENTATION

- 5.1 This Agreement shall be binding upon the Developer's assigns, mortgages, lessees, successors and occupiers of the Property.
- 5.2 This Agreement shall be filed by the Municipality in the Registry of Deeds at Antigonish, Nova Scotia and shall form a charge or encumbrance upon the Property.
- 5.3 The costs of recording and filing all documents related to this Agreement shall be paid by the Developer.
- 5.4 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.
- 5.5 Upon breach by the Developer of any of the terms or conditions of this Agreement, the Municipality may, after thirty (30) days notice in writing to the Developer of the breach, enter 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.
- 5.6 This agreement may be discharged at the discretion of the Municipality upon the completion of the project and the satisfactory fulfillment of the terms of the agreement.
- 5.7 This agreement or portions of it may be discharged at the discretion of the Municipality with or without the concurrence of the property owner if construction has not commenced within two years and/or construction has not been completed within three years of the signing of the agreement.

Schedule "A" – Site Plan

1. Site plan for Proposed 12 Unit Development on Appleseed Drive.




FRONT ELEVATION



LEFT ELEVATION



REAR ELEVATION

 HJS CONSULTANTS LTD. LAND SURVEYOR'S & ENGINEERS 3A VINCENT'S WAY ANTIGONISH, NS, B2G 2X3 (902) 863-1465 www.hjsconsultants.com	SITE PLAN 12 UNIT APARTMENT BUILDING C/O CHRIS MACGILLIVRAY			SCALE:	PROJECT:
				1:500	11-0021-30A
		0	ISSUED FOR REVIEW MAR 8, 2011	DATE:	MARCH 3, 2011
		REV.	DESCRIPTION	BY	