

Forbes, Alex

From: Adams, Scott
Sent: February 18, 2021 2:53 PM
To: Trainor, Emily
Cc: Forbes, Alex
Subject: RE: Port House - Clarke Street

Hi Emily,

You can also add to my notes that we don't want this to end up like Williams Lane. If we ever go to repair Clarke Street, I don't want to be responsible for any damages to their foundation as a result of heavy, vibrating equipment on City land. We recently went through a similar matter on Williams Lane, which the city have to pay for damages. Setbacks are there for a reason. We may have to discuss with legal, but maybe if they are will to sign an agreement where it says the city will not be held accountable for any damages as a result of construction by the City on the lane way, I may be able to accept that.

Thank you,

Scott Adams, MEng., P.Eng.
Manager of Public Works

City of Charlottetown
PO Box 98, 199 Queen Street
Charlottetown, Prince Edward Island
Canada, C1A 7K2
Office: 902-629-4009
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sadams@charlottetown.ca
www.charlottetown.ca



From: Trainor, Emily
Sent: February 18, 2021 12:53 PM
To: Adams, Scott
Subject: FW: Port House - Clarke Street

FYI...

From: Tim Banks <tim@apm.ca>
Sent: February 18, 2021 12:18 PM
To: Forbes, Alex <afortbes@charlottetown.ca>
Cc: Trainor, Emily <etrainor@charlottetown.ca>; Kelly, Peter <pkelly@charlottetown.ca>; Mayor of Charlottetown (Philip Brown) <mayor@charlottetown.ca>; Jankov, Alanna <ajankov@charlottetown.ca>; DG - APM Team <APMTeam@apm.ca>; Ian Harper <iharper@apm.ca>
Subject: Port House - Clarke Street

Hi Folks,

We had a good look at Clarke Street today with our staff and there will be no trouble relocating the 3 phase Maritime Electric lines that run along the street at our cost. It also appears (see pic) there won't be any problem with our building being built on the property boundary line as there has historically been a guard rail there and Public Works have always maintained the street without dumping the snow on to our property.

I've also attached a partial copy of our engagement letter representing 102390 PEI Inc. owned by Mr. Pat Morris that authorizes us to act as Redevelopment Manager of the Grafton Street property. The full terms of the letter can not be disclosed as it proprietary to our business.

If you have any other questions or concerns, please give me a call?

Regards
Tim

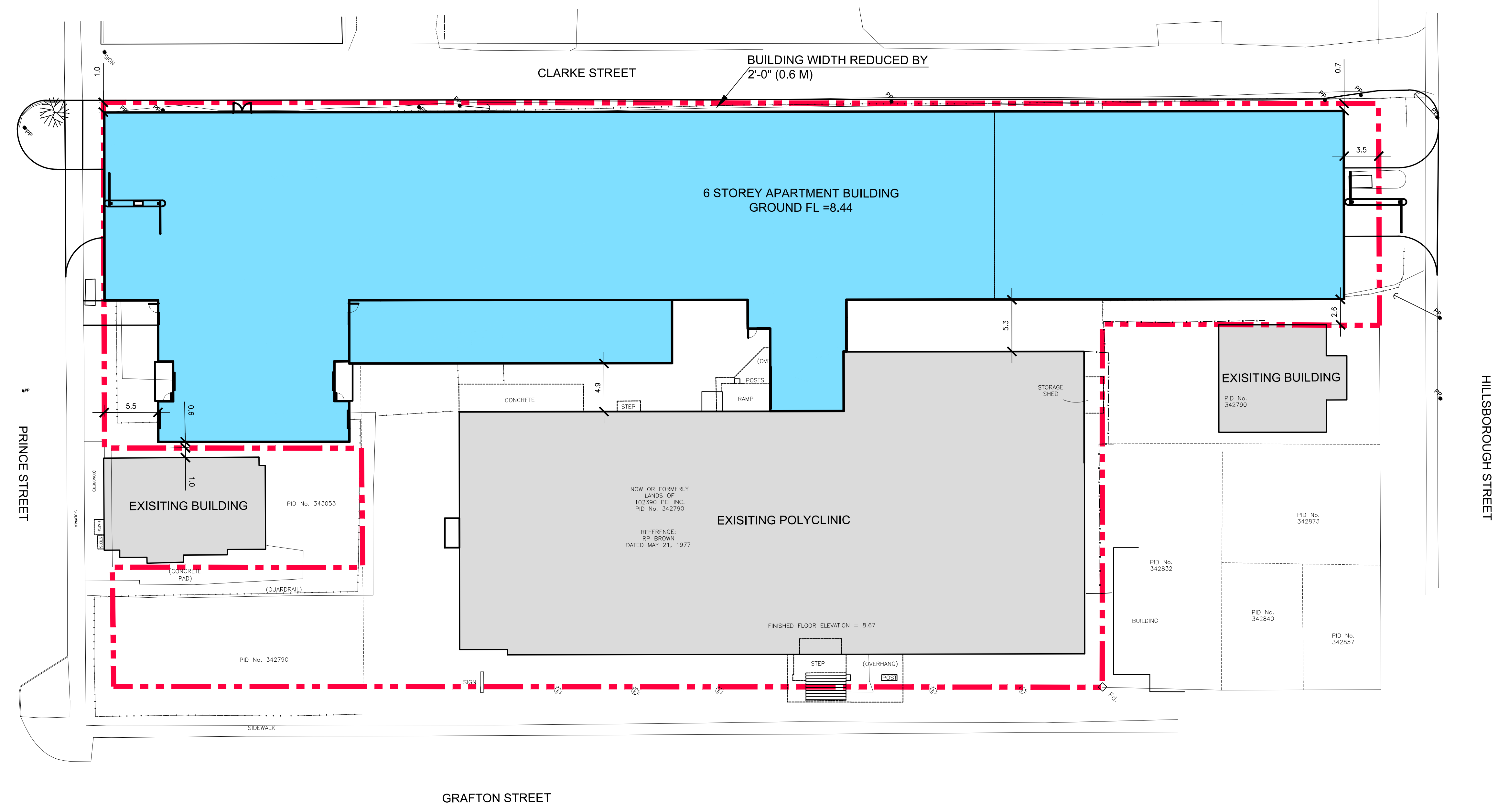
Tim Banks
CEO • APM MacLean

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Charlottetown, PE
Canada
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construction managers • project managers • engineers • general contractors • design builders

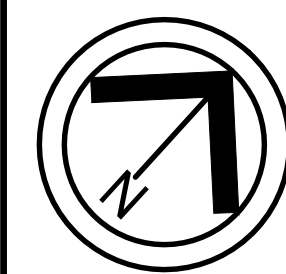


SURFACE PLAN
SCALE: 1:250

NO.	REVISIONS:	YY-MM-DD	DWN.
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APM.ca

PROJECT:
**GRAFTON PLACE
APARTMENT,
GRAFTON STREET,
CHARLOTTETOWN, PE**

DRAWING TITLE:
SURFACE PLAN

DATE:	MARCH 24, 2021	DWG.
SCALE:	1:250	SP-1
DRAWN:	APM	
FILE NO.:	D21031-C100-00	REV. 00



Verbatim Excerpt re: 199
Grafton Street. Motion and
1st reading of the Z&D
Bylaw.
(Updated text Nov 16, 2021)

**City of Charlottetown
Regular Meeting of Council
Monday, May 10, 2021 at 5:00 PM
Council Chambers, City Hall, 199 Queen Street**

As the City continues to follow physical distancing protocols as set out by PEI Public Health, seating for the public was limited to 15 within the 2nd Floor foyer and face masks were mandatory. Upon arrival, individuals were required to provide information for contact tracing purposes.

Live streamed @ www.charlottetown.ca/video

Mayor Philip Brown Presiding

Present: Deputy Mayor Jason Coady
Councillor Mike Duffy
Councillor Kevin Ramsay
Councillor Julie McCabe
Councillor Alanna Jankov

Councillor Greg Rivard
Councillor Terry MacLeod
Councillor Terry Bernard

Councillor Bob Doiron

***Also:** Peter Kelly, CAO
Randy MacDonald, FC
Frank Quinn, PRM
Scott Adams, PWM
Wayne Long, EDO
Laurel Lea, TO
Stephen Novak, EcDO
Karen Campbell, CS

Alex Forbes, PM
Brad MacConnell, DPC
Richard MacEwen, UM
Ramona Doyle, ESM (Teleconference)
Bethany Kauzlarick, HRM(Teleconference)
Paul Johnston, IAMM (Remote)
Doug Dumais, CEA
Tracey McLean, RMC

Guests: Chris Bandak and Simon Webb, MDB Insight (WebEx)

Regrets: Councillor Mitchell Tweel Mark Lanigan, FM

6.1 Planning & Heritage – Councillor Mike Duffy, Chair

**Moved by Councillor Mike Duffy
Seconded by Councillor Julie McCabe**

RESOLVED:

That the request for a site specific exemption to permit a six (6) storey apartment building as it applies to 199 Grafton Street (PID #342790) by amending "Appendix C – Approved Site Specific Exemptions" as per Section 3.11 Site-Specific Exemptions of the

Regular Meeting of Council**May 10, 2021****(Updated text Nov 16, 2021)**

Zoning and Development Bylaw (the "Bylaw") to exempt 199 Grafton Street (PID #342790) from certain provisions of:

- i. Section 30.2 "Regulations For Permitted Uses" in the Downtown Mixed Use Neighbourhood (DMUN) Zone; and,
- ii. Section 30.3 "Bonus Height Development Standards" in the Downtown Mixed Use Neighbourhood (DMUN) Zone,

in order to allow a six (6) storey, 84-unit apartment building with parking located within and under the building, be approved, subject to:

- a. Compliance with the recommendations in the Design Review report and as per the site plan, building elevations, design concept drawings and building finishes & materials as presented at the public meeting of Council on April 27, 2021;
- b. Approval of the bonus height as prescribed by section 3.12 of the Bylaw and, except as may be exempted or varied in subparagraph (d) below, section 30.3 of the Bylaw;
- c. A lot consolidation of all parcels identified under PID #342790 subject to a pinned final survey plan;
- d. The property owner entering into a Development Agreement with the City that prescribes the detailed terms and conditions of the approval of the development; and,
- e. The following are the variances comprised within the site specific exemption for the property:
 - Height variance to six (6) storeys if bonus height is approved under section 3.12 of the Bylaw. 60.7 ft. is permitted. The proposed height is 70.4 ft.; therefore, a 9.7 ft. variance is required.
 - Height variance to four (4) storeys if bonus height is not approved under section 3.12 of the Bylaw. 39.4 ft. is permitted. The proposed height is 47.6 ft. to the top of fourth storey; therefore, an 8.2 ft variance is required.
 - Flankage yard variance along Clark Street. 7.9 ft. is required for the base building setback. The proposal is for a 2 ft. setback; therefore, a 5.9 ft. variance is required.
 - Step back above fourth storey on Clark Street. It requires a 9.8 ft. step back from base building; therefore, combined with the required setback, a 15.7 ft. variance is required.
 - If bonus height is approved under section 3.12 of the Bylaw, lot width for bonus height on Hillsborough Street. 98.4 ft. of frontage is required. There is 74.5 ft. of frontage along Hillsborough Street; therefore, a 23.9 ft. variance is required.
 - Side yard setback to the building located at 142-146 Prince Street. A 3.9 ft. setback is required to be equal to the side yard setback of the existing building at 142-146 Prince Street. The setback for the proposed building is 1.96 ft.; therefore, a 1.94 ft variance is required.

Regular Meeting of Council**May 10, 2021****(Updated text Nov 16, 2021)**

- An exemption from Section 7.11.3 of the Zoning and Development Bylaw for the parking structure which states:
 - “Where a parking structure fronts on a street,
 - The ground-level façade shall incorporate retail, public or other active uses, as well as provide pedestrian amenities such as an awning, canopy, or sheltered entryway; and,
 - The front façade shall be designed to conceal the parking levels and gives the visual appearance of a multi-storey building articulated with bays and window openings.

Mayor Brown: Want a drink of water, Mr. Kelly?**Councillor Duffy:** Could you repeat that?**Councillor Ramsay:** Yeah!**Mayor Brown:** Moved by Councillor Duffy and seconded by Councillor McCabe. Councillor Duffy, do you want to speak to it?**Councillor Duffy:** What more can be said? We had a public meeting on this issue. In our package on the weekend, we had about ½ inch of material to read and absorb so I think that should do it. I’m not sure though.**Mayor Brown:** Questions?**Councillor Ramsay:** Questions called.**Mayor Brown:** All those in favour, please put up your hand. 9-0.**CARRIED 9-0**

1ST reading of the Zoning & Development Bylaw - To adopt Bylaw PH-ZD.2-046, A Bylaw to amend the Zoning & Development Bylaw, “For a site specific exemption to permit a six (6) storey apartment building as it applies to 199 Grafton Street (PID #342790) by amending “Appendix C – Approved Site Specific Exemptions” as per Section 3.11 Site-Specific Exemptions of the Zoning and Development Bylaw (the “Bylaw”) to exempt 199 Grafton Street (PID #342790) from certain provisions of Section 30.2 “Regulations For Permitted Uses” in the Downtown Mixed Use Neighbourhood (DMUN) Zone; and Section 30.3 “Bonus Height Development Standards” in the Downtown Mixed Use Neighbourhood (DMUN) Zone in order to allow a six (6) storey, 84-unit apartment building with parking located within and under the building.”

Moved by Councillor Mike Duffy
Seconded by Councillor Julie McCabe

RESOLVED:

That the bylaw to amend the City of Charlottetown Zoning and Development Bylaw (PH-ZD.2-046) as it pertains to 199 Grafton Street (PID# 342790) be read

Regular Meeting of Council

May 10, 2021

(Updated text Nov 16, 2021)

a first time and approved; and that it be read a second time at the next public meeting of Council.

CARRIED 9-0

End of Verbatim Excerpt

DEVELOPMENT AGREEMENT

THIS AGREEMENT made this day of July, 2021

BETWEEN:

CITY OF CHARLOTTETOWN, a body corporate, duly incorporated under the laws of the Province of Prince Edward Island, with head office at Charlottetown, in Queens County, in the Province of Prince Edward Island;

(the "City")

OF THE FIRST PART

AND:

102390 PEI INC., a body corporate, duly incorporated

(the "Developer")

OF THE SECOND PART

WHEREAS the Developer has made an application under section 3.11 of the Zoning & Development Bylaw seeking approval for certain site specific exemptions and for a lot consolidation to construct up to a six (6) story, eighty-four (84) unit apartment building with parking to be located within and under the building to be located at 156 Prince Street (199 Grafton Street) in the City of Charlottetown, Queen's County, Prince Edward Island (the "Development");

✓

AND WHEREAS City Council approved the Developer's application on or about May 10, 2021 subject to certain conditions including the parties entering into a development agreement with a true copy of Council's resolution being annexed hereto as Schedule "A";

✓

AND WHEREAS on or about <insert date> the Minister of Communities, Land and Environment approved the Development pursuant to sections 17 and 19(e) of the Planning Act;

✓

AND WHEREAS the City and the Developer have agreed to enter into a development agreement to allow the Developer to construct the intended up to six (6) story, eighty four (84) unit apartment building on the lot delineated on the lot consolidation plan

✓

1.6 THE DEVELOPER MAY WANT TO SUB-DIVIDE TO APARTMENT STRUCTURE FROM THE EXISTING OFFICE STRUCTURE ~~SUBJECT~~ FOR FINANCING PURPOSES AND THE CITY SHALL CO-OPERATE

being PID #342790 <insert consolidation plan / lot number> / DWG#, name, date for 156 Prince Street (199 Grafton Street) in the City of Charlottetown Queen's County, Prince Edward Island, a true copy of which plan is annexed hereto as Schedule "B" ("the Property");

AND WHEREAS the Developer has provided the City with detailed architectural concept plans consisting of elevations, floor plans (#s A-0 to A-4 dated February 17, 2021, Rev. #1), site plan and renderings true copies of which are annexed hereto as composite Schedule "C" ("the Concept Plans");

AND WHEREAS ~~neither a development permit nor a building permit shall be issued until the Plans have each been approved by the City and this Agreement has been duly executed by both parties.~~

✓
THIS IS OUR
DEVELOPMENT
PERMIT

WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions hereinafter set out, the parties agree as follows:

1. THE DEVELOPMENT

- 1.1 The development comprises the intended construction of up to a six (6) storey, eighty four (84) unit apartment dwelling with parking located within and under the building on the Property (the "Development").
- 1.2 The Property shall be developed in accordance with the Concept Plans annexed as composite Schedule "C" and as presented at a Public Meeting of Council on April 27, 2021 which collectively comprise the plans for the intended construction of the Development on the Property.
- 1.3 The apartment building shall be a maximum of (six) 6 stories with a maximum height of seventy point four (70.4) feet from average grade to the top of roof through bonus height and approved variance.
- 1.4 Setbacks and step backs for the proposed building on the Property shall be as per the approved Site Specific Exemption variances as outlined in the May 10, 2021 Resolution of Council Schedule "A".

19 THE CITY ACKNOWLEDGE THAT THE DEVELOPMENT IS PROCEEDING UNDER THE "AFFORDABLE HOUSING INCENTIVE PROGRAM" P. ADMIN - 2018 (01) DATED SEPT 10, 2018 AND IF THE DEVELOPER MEET THE CRITERIA THEN THEY WILL BE ELIGIBLE FOR INCENTIVE.

2. DEVELOPER'S COVENANTS

- 2.1 The Developer shall develop the Property as provided in composite Schedule "C" and as presented at a Public Meeting of Council on April 27, 2021.
- 2.2 Professionally designed and stamped architectural and engineering building plans, site plan, landscaping plan, site servicing plan, storm drainage plan and such other detailed plans as are required of the Developer under the provisions of this Agreement (the "Construction Plans") must be submitted by the Developer and approved by the City before a building permit will be issued. Specifically, the Construction Plans shall meet the requirements of the City's *Zoning and Development Bylaw, National Building Code, Building Code Bylaw, Fire Prevention Bylaw and Tree Protection Bylaw.*
- 2.3 The parties agree that the submission and approval of the Construction Plans may be done in an orderly number of phases reasonably related to the nature and scope of the Development.
- 2.4 In accordance with the Under the Bonus Height Applications provision of the City of Charlottetown Zoning & Development By-law approval the Developer has agreed to provide for a public benefit of 60 units to be designated for affordable housing as defined by the Canadian Mortgage and Housing Corporation (CMHC) for a minimum of a 40-year period in exchange for additional building height as defined in subsection 1.3 of this Agreement, while the remaining 24 units will be market units. The Developer is responsible to seek final approval on the public benefit from the City of Charlottetown Planning and Heritage Committee.
- 2.5 As per the Bonus Height Applications requirements of the Zoning & Development By-law, the CMHC housing program can qualify as a public benefit in exchange for bonus height. The Developer will not be eligible for the additional incentives offered through the City of Charlottetown Affordable Housing Incentive Program unless the proposed residential units conform with the definition of affordable housing as established in Appendix "A". Definitions of the City of Charlottetown Zoning & Development By-law.
- 2.6 Prior to the issuance of a Building & Development Permit by the Planning & Heritage Department, the Developer shall provide the Planning & Heritage Department a copy of the Loan Agreement signed by both the Developer and CMHC confirming that the 60 units meet CMHC's affordable housing program requirements.
- 2.6.7 If the bonus height is not approved, then the building will be restricted to a maximum four (4) stories but with a height of forty seven point six (47.6) feet as approved by Resolution of Council on May 10, 2021 Schedule "A" and the building design shall be referred back for processing through the Design Review Process.

Commented [HD(1)]: I have broken out this last sentence to form a paragraph as it's important enough to warrant a separate paragraph

10 YEARS AS PER CMHC.

Commented [HD(1)]: I changed on p. 2, para. 2 of the Planning and Development Report it says "10 years" or "20 years" in this draft "D A" I can't see if it's "10 years" or "20 years" or both

Commented [HD(3)]: Separate para

TIMING NEEDS TO CHANGE CMHC ON 8 MONTH BACKLOG

2-72.8 The Developer is responsible for relocating the power lines along Clark Street. Prior to relocation of the power lines the Developer is required to provide engineering/electrical plans and drawings showing where the power lines are to be relocated.

2-82.9 It is agreed that Clark Street is to remain accessible to property owners and residents during construction. The Developer is responsible to ensure that construction activity is not to block access to Clark Street.

A UNREASONABLE

2-92.10 Brick cladding is to be placed along the building façades facing both Clark Street and Hillsborough Streets as per the Design Reviewer's and Design Review Board's recommendation.

2-102.11 The Developer is responsible to employ mitigative measures to announce to pedestrians that vehicles are entering or exiting the parking garage on both the Prince Street and Hillsborough Street entrance/exits. This shall be in the form of flashing lights, alarms or another form of announcement approved by the Planning Department.

2-142.12 Parking for the Development shall comprise a total of 217 spaces. The Developer is removing the existing eighty-eight (88) parking spaces serving the existing building and shall replace them with seventy nine (79) underground spaces, sixty (60) ground floor spaces and seventy eight (78) parking spaces on the second floor to serve the existing building and the Development.

A WITHIN 50

2-122.13 The Developer is required to provide a minimum of ten per cent (10%) landscaping on site as per the site plan included in composite Schedule "C". It is agreed by the parties that a portion of the lot on the corner of Grafton and Prince Street PID # 342790 shall be dedicated to landscaping and improved in a manner to address the corner and disguise parking on the Property. The landscaping plan shall incorporate an urban design feature such as a bench and hard and soft landscaping.

A DEVELOPER MAY WANT TO FUTURE DEVELOP CORNER.

2-132.14 The complete landscaping plan for the Property (including the Grafton/Prince corner) shall be submitted to the Planning Department for approval prior to any landscaping work commencing.

Commented [HD(4)]: Separated for emphasis.

2-142.15 The Developer shall construct a roof top patio over the parking garage facing Hillsborough street as per the site plan included in composite Schedule "C"

A TO A MINIMUM OF 1200 SQ. FT.

2-152.16 The Developer shall provide where required to the City a Survey Plan and eight (8) copies of the pinned survey plan showing the appropriate dimensions of any easements for servicing (sewer, water, storm sewer etc.) the Property and this shall also include electrical, phone and communications easements. The Site Plan shows seven (7) properties under PID # 342790 developed as one contiguous property. The plan of lot consolidation for these seven (7) parcels shall be submitted to and approved by the City.

Commented [HD(5)]: I have combined these two overlapping provisions in one paragraph.

2-162.17 The Developer is responsible for properly managing noise generated through construction activity. Construction activity is to occur within normal working hours as set out in the City's Nuisance Bylaw; and, the Developer shall implement all reasonable measures to minimize the occurrence of obnoxious noise during and after normal working hours.

2-172.18 The site design shall include appropriate drop off and pick up areas for pedestrians, vehicles, delivery vehicles, transit, employees and guests.

2-182.19 Solid waste pick up and management shall be planned and implemented as an integral part of the overall project design and operations and shall be carried out so as not to unduly interfere with pedestrians, parking and traffic.

2-192.20 The Development shall meet the minimum parking requirements as set out in Section 43 of the Zoning & Development Bylaw.

2-202.21 A parking area shall be designated on the Developer's land for construction workers associated with the job site. Parking shall not be permitted along public street(s); - or on private property unless prior written permission has been granted by a property owner.

2-212.22 For any work related to the Development that takes place on or near public City streets or sidewalks, the Developer or its contractor(s) shall provide a safety plan showing the proposed construction safety procedures to be implemented to provide safety to the public and the environment, which plan shall be and approved in advance by the City. The Developer shall obtain permission from the City in advance for any sidewalk or street closures reasonably required during construction.

2-222.23 Public streets and sidewalks shall be kept clean from soil and mud generated during construction activity. The Developer is responsible for the cost of cleaning and removing any dirt, mud and debris generated during construction of the Development. The streets and sidewalks shall be cleaned at the end of each day should such materials be present on the street or sidewalk.

2-232.24 Prior to the City issuing a building permit for site development or construction the Developer shall provide proof to the City that a contractor has been retained to maintain the required cleaning of the streets and sidewalks.

2-242.25 All work related to connecting to and extension of City services (sanitary sewer, water, storm sewer, streets and sidewalks) is the responsibility of the Developer at their cost. The Developer may, at its cost, relocate the existing sanitary sewer line running through the Property to a location under the City's public streets. Such relocation to be carried out subject to prior approval by the City.

2-252.26 Any damage to the City's municipal services (i.e. streets, sidewalks, sewer & water or storm sewers) shall be remediated by the Developer and/or its

NO SPACE

THE NEW ADDITION SHALL MEET THE MINIMUM PARKING REQUIREMENTS

contractor(s). The City will be consulted and the nature and extent of any proposed reasonably required remediation shall be subject to prior approval by the City.

3. AMENDMENTS

- 3.1 Where it is deemed material by the City, any proposed changes or alterations to the agreed building use or to any of the Concept Plans or the Construction Plans shall necessitate an amendment to this Agreement and must first be approved by the City in writing by way of an Addendum to this Agreement.
- 3.2 Subject to Section 4 of this Agreement, the reasonable decision of the Chief Administrative Officer or other designate of the City, as to whether the proposed changes or alterations to the agreed building use or to any of the Concept Plans or the Construction Plans is material or as to whether the Development conforms to or with the terms of this Agreement and the Plans shall be conclusive and final.

OR
PROFESSIONAL
ARCHITECT OR
DESIGN REVIEWER.

4. DISPUTE RESOLUTION – NEGOTIATION, MEDIATION AND ARBITRATION

- 4.1 The parties agree to negotiate all matters or disputes arising out of this Agreement reasonably, in good faith and with a view to reaching a mutually satisfactory agreement. Each party shall make full, frank and open disclosure of any and all documents within its possession, custody or control as may be necessary to secure a negotiated solution to any dispute arising under this Agreement.
- 4.2 Where agreement on any matter cannot be reached by negotiation, the parties may either retain a mutually acceptable mediator to assist them in reaching an agreement or shall arbitrate their dispute as provided in Section 4.3.
- 4.3 If negotiation and mediation do not resolve the differences between the parties, then any matters in dispute between the parties in relation to this Agreement shall be referred to arbitration before a single arbitrator, if the parties agree upon one within three (3) working days. This time may be extended by mutual written agreement. Otherwise, the dispute shall be submitted to three (3) arbitrators. One arbitrator is to be appointed by the City and one arbitrator is to be appointed by the Developer, within three (3) working days of receiving notice in writing by the other (who shall simultaneously name their nominee) to do so. The third arbitrator, who shall be the chairperson, shall be chosen by the first two named, within three (3) working days after their selection. If a party fails to select its nominee within three (3) working days of receiving notice to do so in writing, then the matter shall revert to being heard by the one (1) arbitrator appointed by the party first requesting the other to name their nominee. The award and

determination of the arbitrator or arbitrators, or any two of the three arbitrators, shall be rendered within thirty (30) days (or such longer time as may mutually be agreed upon) after selection of the sole arbitrator or Chairperson. The award shall be final and binding upon the parties and their respective successors and assigns.

5. COSTS

- 5.1 The Developer agrees to pay for all reasonable legal costs and expenses incurred by the City in the preparation of this Agreement including registration of this Agreement on title of those lands shown in Schedule "A".

EXCLUSIVE
OF IRAC
APPEALS

6. INDEMNITY

- 6.1 The Developer shall at all times indemnify and save harmless the City from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomever made, sustained, brought or prosecuted to the extent that the foregoing are based upon, occasioned by or attributable to any wrongful act done or omitted by the Developer, its servants or its agents or employees in the fulfillment of any of its obligations under this Agreement.

7. GENERAL

- 7.1 It is agreed the provisions of this Agreement are severable from one another and that the invalidity of one provision shall not prejudice the validity or enforcement of any other provision.
- 7.2 The continued operation of the Development shall comply with all applicable Federal, Provincial and Municipal laws, by-laws, and regulations.
- 7.3 If, after two (2) years of the date of this Agreement, no development and/or building permit(s) have been issued or the Development or building permit has not been acted upon (construction has not commenced and continued) this Agreement shall be renegotiated.

AFTER FINAL
APPEALS -

8. HEIRS, SUCCESSORS AND ASSIGNS

- 8.1 This Agreement shall be binding upon the parties hereto, their, successors, heirs and assigns and shall be registered on title and run with and burden the land as described in Schedule "A" and the Development which is the subject of this Agreement.

IN WITNESS THEREOF the parties hereto have hereunto set their hands and seals on the day and year first above written.

SEALED, DELIVERED and ATTESTED
by the proper signing officer(s)
in the presence of:

CITY OF CHARLOTTETOWN

Per: _____

Per: _____

SEALED, DELIVERED and ATTESTED
by the proper signing officer(s)
in the presence of

102390 PEI INC.

Per: _____

Pat Morris

James Holland

DATED this day of July, 2021 A.D.

BETWEEN:

CITY OF CHARLOTTETOWN
(the "City")

OF THE FIRST PART

AND:

102390 PEI INC.
(the "Developer")

OF THE SECOND PART

DEVELOPMENT AGREEMENT
