

**DEVELOPMENT AGREEMENT  
102 AND 108 ABERDEEN ROAD AND 14 HIRTLE DRIVE,  
BRIDGEWATER, NS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2021.

BETWEEN:           **4204678 NOVA SCOTIA LIMITED**  
                          hereinafter called the “**Property Owner**”

OF THE FIRST PART

AND

**TOWN OF BRIDGEWATER,**  
a municipal body corporate pursuant to the *Municipal  
Government Act*, hereinafter called the “**Town**”

OF THE SECOND PART

WHEREAS the Property Owner wishes to use properties at 102 and 108 Aberdeen Road and 14 Hirtle Drive (PIDs 60043429, 60043478 and 60394210 respectively) (“the Property”), further described in Schedule A, for a multi-unit residential development and

WHEREAS the Property is situated within an area designated ‘General Commercial’ on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned ‘Urban Commercial (C3)’ on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policy C-31 (c) and (d) of the Municipal Planning Strategy (December 2014) and Parts 5.4.4 (b) and 5.4.6 (b) of the Land Use By-law (December 2014) allow Town Council to consider the proposed development on the Property only by Development Agreement; and

WHEREAS on \_\_\_\_\_, Council of the Town of Bridgewater approved a Development Agreement on the Property, to allow the proposed development, subject to the execution of the Development Agreement by the parties hereto; and

WHEREAS the Property Owner is the owner of the Property:

Now this agreement witnesseth that in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

**1. SCHEDULES**

The following attached Schedules shall form part of this Agreement:

- Schedule A: Description of Lands
- Schedule B: Elevation Drawings
- Schedule C: Site Plan

**2. PERMITTED USE**

That the development on the Property shall be limited to:

- (a) The use of a multi-unit residential development to a maximum of thirty-five (35) dwelling units as a collective development on a single lot. A minimum of 3 of the 35 units must be affordable housing and confirmed in writing to be managed or owned by a recognized third-party housing provider; and
- (b) Those uses permitted in the underlying zoning by the Land Use By-law, as amended from time to time.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law, as amended from time to time, apply to any development on the Property.

### **3. BUILDING CHARACTERISTICS**

- (a) The height and massing of the building shall be in substantive accordance with the elevation drawings as shown in Schedule B.
- (b) The exterior design of the building shall be in substantive accordance with the elevation drawings as shown in Schedule B.

### **4. LANDSCAPING, BUFFERING AND AMENITY SPACE**

- (a) The Property Owner shall submit a detailed landscaping plan to the satisfaction of the Development Officer, prior to the issuance of a Development Permit. The landscaping shall be in substantive accordance with the submitted landscaping plan. This includes, but is not limited to all trees, shrubs, and grassed areas. The planting of native species is strongly encouraged.
- (b) The landscaping plan shall include landscaping that articulates the corner of the development where Aberdeen Road intersects with Hirtle Drive.
- (c) The Property Owner shall ensure that, wherever possible, existing trees and vegetation are retained during the early development stage and during construction.
- (d) Buffers shall be required between the development and the adjacent properties at PIDs 60043486 and 60043437, and the locations shall be in substantive accordance with the site plan as shown in Schedule C.
- (e) The buffer between the Property and PID 60043437, as prescribed in Section 4(d), shall be comprised of vegetation and/or landscaped treatments and/or fencing to obstruct views effectively below 12 feet and during all seasons, in lieu of abutting yard requirements of the Land Use By-law. The buffer abutting the residential zone shall be shown on the landscaping plan and approved by the Development Officer prior to development permit issuance.
- (f) The property shall have amenity space, equal to or greater than an area representing 8,400 square feet, including but not limited to balconies or direct access to outdoor amenity space for all units, a minimum 700 square foot interior communal space, and outdoor amenity space composed of landscaped podiums or outdoor amenity areas in reasonable accordance with the site plan as shown in Schedule C.
- (g) The Property Owner will be considered in default if any of the required landscaping, buffering and/or amenity space is not completed within twelve (12) months of the issuance of an Occupancy Permit.

### **5. LIGHTING**

- (a) The lighting on the property shall be sufficient enough to promote the safety and security of all users, including but not limited to users of the pedestrian walkway for the main entrance.
- (b) Any exterior lighting shall be positioned to minimize the illumination of surrounding areas and is located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result.

### **6. PARKING AND ACCESS**

- (a) The Property Owner shall construct a private driveway and a private walkway that provide vehicular and pedestrian access respectively from Hirtle Drive to the Property that are in substantively the same location as shown on the site plan in Schedule C.
- (b) Any changes, deletions or additions of access points need prior approval by the Traffic Authority.

- (c) The limits of the parking area, approaches, or points of access shall be defined by a permanent curb, landscaping or vegetation to provide a neat appearance.
- (d) A minimum of 40 vehicular parking spaces shall be provided on the property with the exterior spaces located in substantively the same location as the site plan in Schedule C.
- (e) Secure parking for no fewer than 18 bicycles shall be provided on the property. This parking may be located inside the building.

**7. MAINTENANCE**

- (a) The Property Owner shall ensure that all buildings on the Property are kept in good repair, and that exposed exterior surfaces are painted or treated as may be necessary, so that the buildings are maintained in a tidy and attractive state.
- (b) The Property Owner shall ensure that all retaining walls, lawns, trees, shrubs, gardens, and other landscaping elements are regularly maintained and that any undeveloped, unused portions of the lot are kept in a tidy state and free from unkempt materials or matter of any kind.

**8. SANITARY SEWER AND WATER SERVICES**

- (a) The Property Owner shall submit a detailed wastewater flow study and implement offsetting measures to the satisfaction of the Town Engineer. If the developer chooses not to implement the offsetting measures, the Wastewater Betterment Charge By-law shall be adhered to.
- (b) The Property Owner shall prepare a detailed submission for the approval of services to the satisfaction of the Town Engineer prior to the issuance of the Development Permit.

**9. STORMWATER MANAGEMENT**

- (a) The Property Owner shall submit a detailed stormwater management plan to the satisfaction of the Town Engineer, prior to the issuance of a Development Permit.
- (b) The Property Owner shall ensure that all post-development peak stormwater runoff flows for all development on the Property are equal to or less than pre-development stormwater peak runoff flows for small and large storms, to the satisfaction of the Town Engineer.

**10. CHANGES AND ALTERATIONS**

- (a) All matters in this agreement not specified in Subsection 10(b) below are non-substantive matters which may be changed or altered without a public hearing, but with the written consent of Town Council, provided that Town Council determines that the changes do not significantly alter the intended effect of this agreement.
- (b) That the following matters are substantive matters and may not be changed or altered except by amendment to this agreement in the form of a further development agreement incorporating the intended change:
  - (i) Permitted Use as outlined in Section 2;
  - (ii) Building Characteristics as outlined in Section 3(a); and
- (c) Notwithstanding the foregoing, discharge of this Agreement is not a substantive matter and this Agreement may be discharged by Council at the request of the Property Owner without a public hearing.

**11. APPLICABILITY OF THE AGREEMENT**

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

**12. APPLICABILITY OF THE LAND USE BYLAW AND THE SUBDIVISION BYLAW**

Except as otherwise provided in this Agreement, the provisions of the Land Use By-Law and the Subdivision Bylaw as amended from time to time, apply to any development, use or subdivision on the Property.

**13. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS**

- (a) Nothing in this agreement shall exempt or be taken to exempt the Property Owner from general compliance with federal, provincial, and/or municipal statutes, regulations and/or bylaws. This includes complying with other By-laws or Regulations in force with the Town, including the Building Code By-law and Subdivision By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority or approval required.
- (b) The Property Owner 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 systems and utilities. Such approvals shall be obtained in accordance with all applicable by-laws, standards, policies, and regulations of the Town and other approval agencies. All costs associated with the supply and installation of all servicing systems and utilities shall be the responsibility of the Property Owner, unless otherwise agreed upon. All design drawings and information shall be certified by a Professional Engineer or appropriate profession as required by this Agreement or other approval agencies.

**14. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS**

Nothing in this agreement shall exempt the Property Owner from complying with other By-laws or Regulations in force with the Town, including the Building Code By-law, or from obtaining any Federal, Provincial or Municipal license, permission, permit, authority or approval required.

**15. CONFLICT**

- (a) Where the provision of this Agreement conflict with those of any by-law of the Town applicable to the Property (other than the Land –Use Bylaw to the extent varied by this Agreement) or any provincial or federal statute or regulation, the higher or more stringent requirements shall prevail.
- (b) In case of conflict, the text of the Agreement prevails over the Schedules.

**16. COSTS**

The Property Owner is responsible for all costs associated with recording this Agreement in the Land Registration Office. These costs are included in the Development Agreement Application Fee that is collected by the Town of Bridgewater under Policy 89 – Fees Policy.

**17. FULL AGREEMENT**

This Agreement constitutes the entire agreement and contract entered into by the Town and the Property Owner. No other agreement or representation, oral or written, shall be binding.

**18. SEVERABILITY OF PROVISIONS**

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.

**19. INTERPRETATION**

- (a) Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.
- (b) In case of conflict, the text of the Agreement prevails over the Schedules.

**20. BREACH OF TERMS OR CONDITIONS**

Upon the breach by the Property Owner of the terms or conditions of this Agreement, the Town may undertake any remedies permitted by the *Municipal Government Act*, including but not limited to any remedies permitted by section 264 of the *Municipal Government Act*.

**21. TERMINATION OF AGREEMENT**

- (a) This Agreement shall be in effect until discharged by resolution of the Council of the Town pursuant to the *Municipal Government Act*, whereupon the Land Use By-law shall apply to the Property; and
- (b) The Property Owner shall sign this Agreement within 180 calendar days from the date the appeal period lapses or all appeals have been abandoned or disposed of or the Agreement has been affirmed by the Nova Scotia Utility and Review Board or the unexecuted Agreement shall be null and void; and
- (c) The Town of Bridgewater may discharge this Development Agreement if the use described herein has not been commenced within twelve (12) months of the date of this Agreement; and
- (d) The Town of Bridgewater may discharge this Development Agreement if construction of the development or the use described herein is discontinued for twelve (12) months or longer; and
- (e) In this Agreement, the development is deemed to have been commenced or started when a development permit for any part of the development has been issued; and
- (f) The Town of Bridgewater retains the option of discharging this Development Agreement should any fact provided by the Property Owner to the Town constitute a material misrepresentation of the facts; and
- (g) This Agreement shall enure to the benefit of, and be binding upon the Town and its successors and assigns and shall enure to the benefit of and be binding upon the Property Owner, their heirs, executors, administrators, and assigns, the owner or owners from time to time of the Property, until discharged.

**OWNERSHIP**

We, the Property Owner, hereby certify that I am the sole owner of PID's 60043429, 60043478 and 60394210, as described in Schedule A, having received the deed for 60043429 and 60394210 from 504984 NB INC., dated March 29, 2021, and having received the deed for 60043478 from Brian and Vicki Snyder, dated August 30, 2021. I have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
ERIC BURCHILL  
4204678 NOVA SCOTIA LIMITED

**IN WITNESS WHEREOF** the parties hereto have caused this agreement to be executed by affixing their seals and corporate seals on the day and year first above written.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
ERIC BURCHILL  
4204678 NOVA SCOTIA LIMITED

**TOWN OF BRIDGEWATER**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
DAVID MITCHELL, Mayor

\_\_\_\_\_  
Witness

\_\_\_\_\_  
TAMMY CROWDER, CAO

**AFFIDAVIT (CORPORATE)**

I, Eric Burchill, of \_\_\_\_\_, Nova Scotia, make oath and say that:

1. I am the \_\_\_\_\_ of 4204678 Nova Scotia Limited, the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.

2. I acknowledge that the Corporation executed the foregoing instrument by its proper officer[s] duly authorized in that regard under seal on the date of this affidavit; this acknowledgment is made for the purpose of registering such Instrument pursuant to S.31 (a) of the Registry Act, R.S.N.S. 1989, c.392. or s. 79(1)(a) of the Land Registration Act as the case may be, for the purpose of registering this instrument.

3. The Corporation is a resident of Canada under the Income Tax Act (Canada).

4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such share to occupy a dwelling owned by the Corporation.

5. THAT I have authority to execute this instrument on behalf of 4204678 Nova Scotia Limited and thereby bind 4204678 Nova Scotia Limited.

SWORN TO at	,	)	
in the County of	,	)	
Province of Nova Scotia,	,	)	<b>4204678 Nova Scotia Limited</b>
this day of	,	)	
A.D., 2021, BEFORE ME:	,	)	
		)	
		)	
		)	
_____		)	_____
A BARRISTER OF THE SUPREME		)	Per:
COURT OF NOVA SCOTIA		)	
		)	



**GRANTOR'S AFFIDAVIT (CORPORATE)**

I, Tammy Crowder, of Bridgewater, Lunenburg County, Nova Scotia, make oath and say that:

1. I am the Chief Administrative Officer and Acting Clerk, of the Town of Bridgewater, the "Municipality" and/or the "Corporation". Except as otherwise stated I have personal knowledge of the matters to which I have sworn in this Affidavit.
2. I acknowledge that the Town of Bridgewater executed the foregoing instrument by its proper officials duly authorized in that regard under seal on the date of this affidavit. This acknowledgment is made for the purpose of registering such Instrument pursuant to S.31 (a) of the Registry Act, R.S.N.S. 1989, c.392, as am. or s. 79(1)(a) of the Land Registration Act, S.N.S. 2001, c.6, as am., as the case may be, for the purpose of registering this instrument.
3. The Corporation is a resident of Canada under the Income Tax Act (Canada).
4. The ownership of a share or an interest in a share of the Corporation does not entitle the owner of such share or interest in such to occupy a dwelling owned by the Corporation.
5. That the lands and/or dwelling contained in the within Indenture have not been occupied by the Mayor and/or any Councillor and/or employee of the Municipality.

SWORN TO at Bridgewater,            )  
in the County of Lunenburg,            )  
Province of Nova Scotia,            )  
this    day of                            )  
A.D., 2021, BEFORE ME:            )  
  )  
  )  
\_\_\_\_\_  
A BARRISTER OF THE SUPREME        )  
COURT OF NOVA SCOTIA            )  
  )

\_\_\_\_\_  
Tammy Crowder

**AFFIDAVITS OF EXECUTION**

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG, NS**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2021, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **TOWN OF BRIDGEWATER**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in h\_\_\_\_\_ presence.

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

**PROVINCE OF NOVA SCOTIA  
COUNTY OF LUNENBURG, NS**

ON THIS \_\_\_\_\_ day of \_\_\_\_\_ A.D., 2021, before me, the subscriber personally came and appeared \_\_\_\_\_ a subscribing witness to the foregoing Indenture, who having been by me duly sworn, made oath and said that **4204678 NOVA SCOTIA LIMITED**, one of the parties thereto, caused the same to be executed in its name and on its behalf and its corporate seal to be hereunto affixed in h\_\_\_\_\_ presence.

\_\_\_\_\_  
A COMMISSIONER OF THE SUPREME  
COURT OF NOVA SCOTIA

## Schedule A

### Description of Lands

**PID 60043429**

Place Name: 102 Aberdeen Road, Bridgewater  
Municipality/County: Municipality of the District of Lunenburg, Lunenburg County  
Designation of parcel on Plan: Lot G 1  
Title of Plan: Plan of Survey showing subdivision of lands of Nellie E. Green (A.K.A. Nellie Fancy Green) Aberdeen Road, 8 Hirtle Drive, Bridgewater, Lun. Co., Nova Scotia  
Registration County: Lunenburg County  
Registration Number of Plan: 7343  
Registration Date of Plan: January 31, 1989

SAVING AND EXCEPTING THEREFROM Parcel TB-38 as shown on a Plan of Subdivision showing Parcels TB-38 - TB-44 (inclusive), to be conveyed to Town of Bridgewater, on North Street, in the Town of Bridgewater, Lunenburg County, Nova Scotia, registered as No. 98097208.

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Lunenburg County as plan or document number 7343.

**PID 60394210**

Place Name: 14 Hirtle Drive  
Municipality/County: Town of Bridgewater  
Designation of parcel on Plan: Lot G 2  
Title of Plan: Plan of Survey showing subdivision of lands of Reinhold Griff, Hirtle Drive, Bridgewater, Lun. Co., Nova Scotia  
Registration County: Lunenburg County  
Registration Number of Plan: 9107  
Registration Date of Plan: September 22, 1992

The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Lunenburg County as plan or document number 9107.

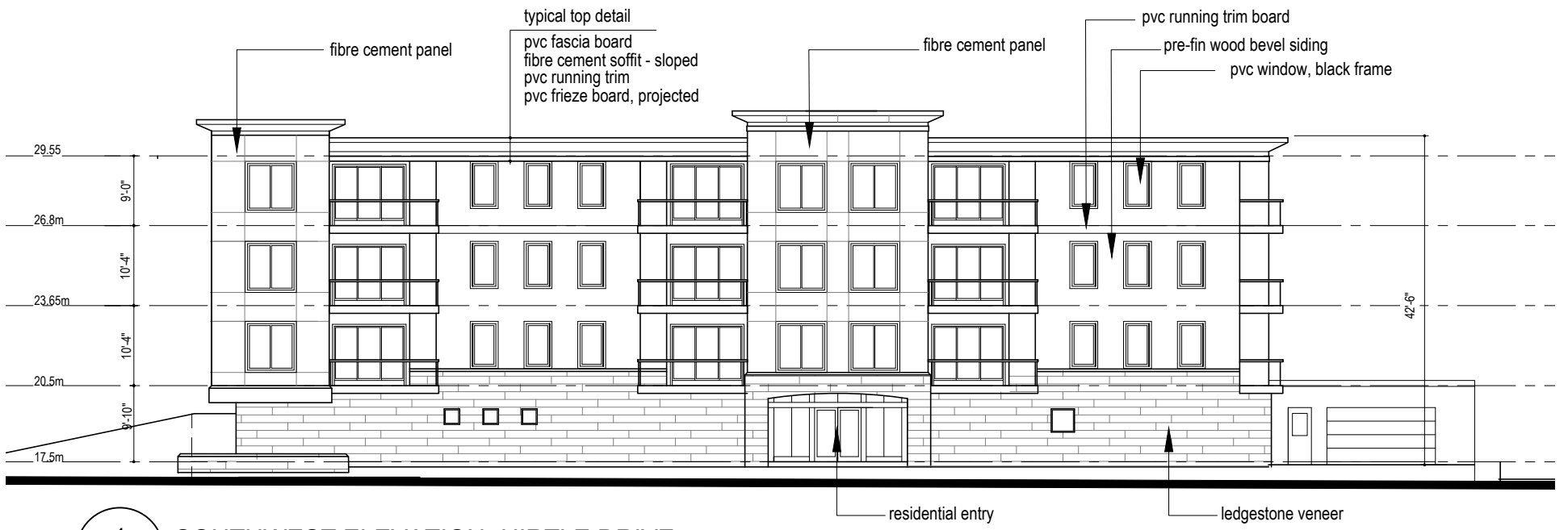
**PID 60043478**

That parcel of land situate at Bridgewater, Lunenburg County, Nova Scotia identified as property of Beryl D. Doane on a Plan of Property of Beryl D. Doane filed at the Registry of Deeds office at Bridgewater, Nova Scotia as Number 8742.

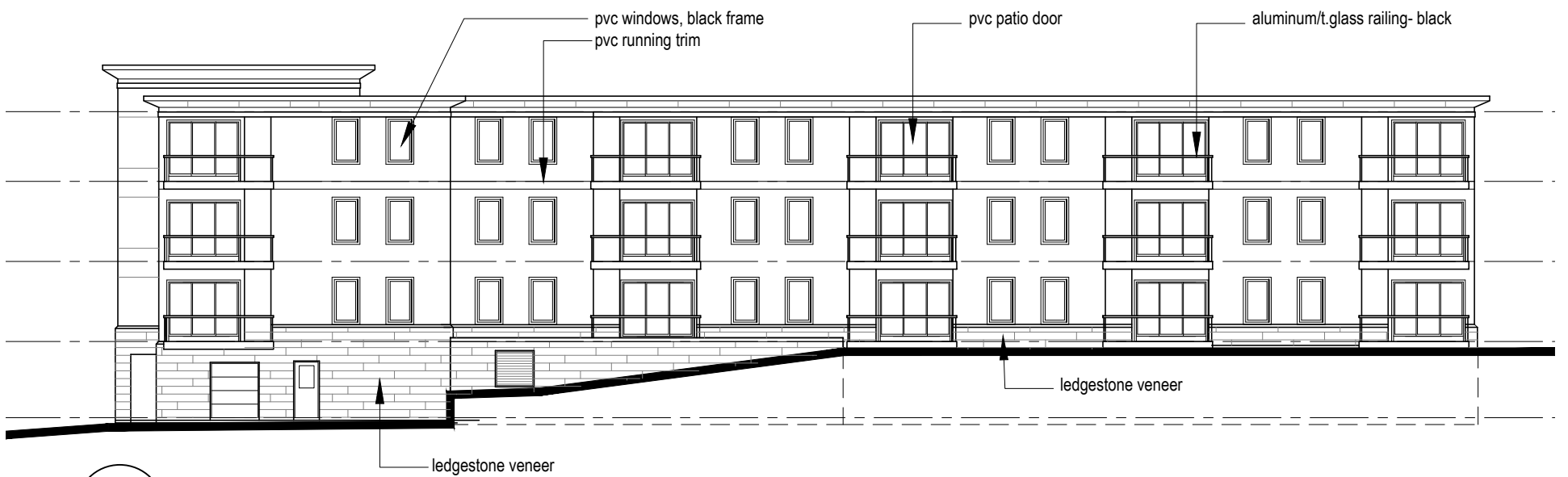
SAVING AND EXCEPTING THEREFROM Parcel TB-37 as shown on a Plan of Subdivision showing Parcels TB-33 - TB-37 (inclusive), & TB-44 - TB-47 (inclusive), to be conveyed to Town of Bridgewater, on North Street, in the Town of Bridgewater, Lunenburg County, Nova Scotia, registered as No. 98097380.

The parcel was created by a subdivision that predates subdivision control or planning legislation or by-laws in the municipality and therefore no subdivision approval was required for creation of this parcel.

# Schedule B



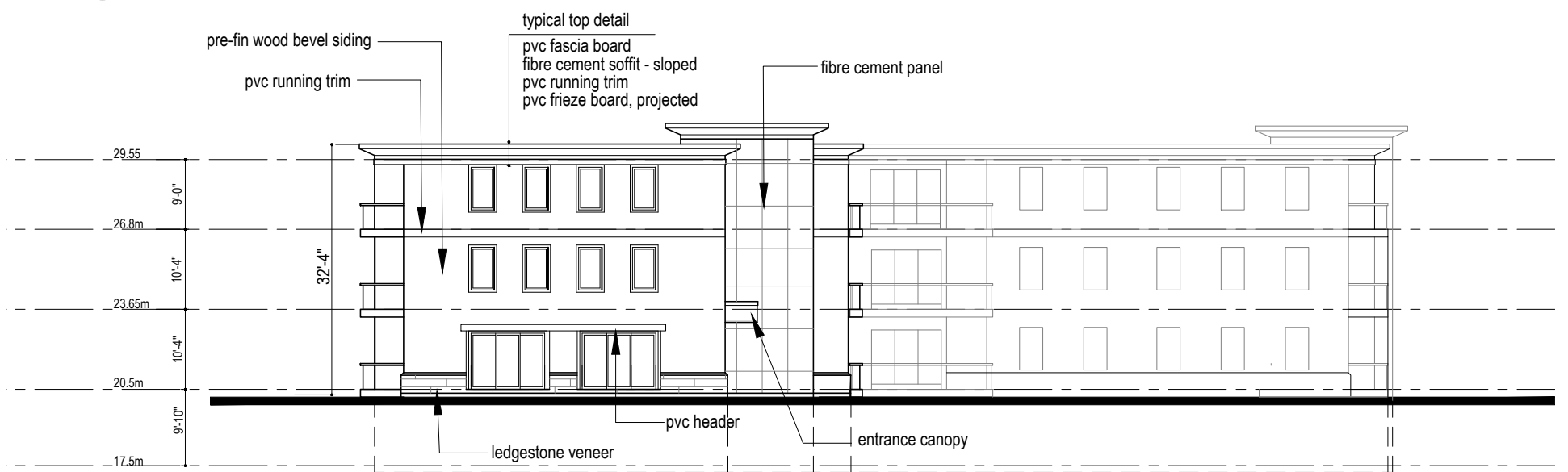
**1** SOUTHWEST ELEVATION- HIRTLE DRIVE  
A-003 SCALE: 1"=20'



**2** SOUTHEAST ELEVATION  
A-003 SCALE: 1"=20'



**3** NORTHWEST-ABERDEEN ROAD  
A-003 SCALE: 1"=20'

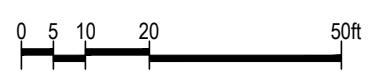
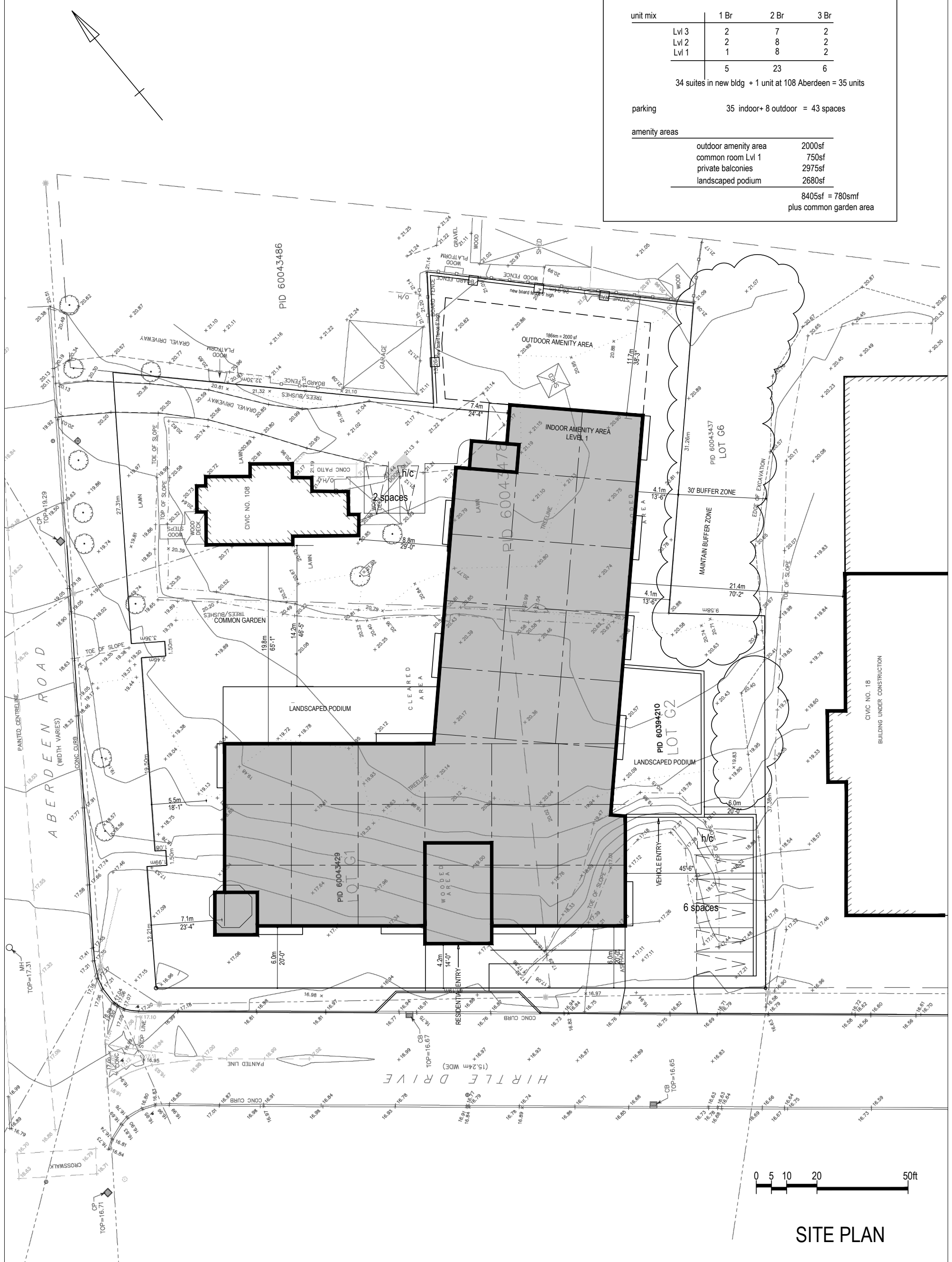


**4** NORTHEAST ELEVATION  
A-003 SCALE: 1"=20'

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# Schedule C

site area	41,462 sf = 3853sm			
gross floor area	parkade level	17,100		
	residential	13,900sf x 3 = 41,700		
total gross floor area		58,800 sf = 5465sm		
unit mix	1 Br	2 Br	3 Br	
	Lvl 3	2	7	2
	Lvl 2	2	8	2
	Lvl 1	1	8	2
		5	23	6
34 suites in new bldg + 1 unit at 108 Aberdeen = 35 units				
parking	35 indoor+ 8 outdoor = 43 spaces			
amenity areas	outdoor amenity area	2000sf		
	common room Lvl 1	750sf		
	private balconies	2975sf		
	landscaped podium	2680sf		
			8405sf = 780smf plus common garden area	



SITE PLAN

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CLIENT

PROJECT  
**102/108 ABERDEEN ROAD**  
 BRIDGEWATER, N.S.  
 DRAWING  
**SITE PLAN**

PROJECT NO. 21-043 DRAWING NUMBER  
 DRAWN BY: DG  
 ISSUED FOR REVIEW  
 DATE: 10-04-2021  
**A001**

1 Canal St, Dartmouth  
 NS B2Y 2W1 | zzap.ca