

**DEVELOPMENT AGREEMENT  
25 QUEEN STREET (WEST),  
BRIDGEWATER, NS**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2022.

BETWEEN:           **AMK BARRETT INVESTMENTS INC.**  
                          hereinafter called the “**Property Owner**”

OF THE FIRST PART

AND

**JEAN FROST**  
hereinafter called the “**Mortgagee**”

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 the property at 25 Queen Street (PID 60030608) (“the Property”), further described in Schedule A, for a multi-unit residential development and

WHEREAS the Property is situated within an area designated ‘Medium Density Residential’ on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned ‘Downtown Residential (R4)’ on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policy R-27 (c) and (d) of the Municipal Planning Strategy (December 2014) and Parts 4.5.3 (a) and 4.5.5 (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 up to a maximum of nine (9) dwelling units. A minimum of 2 of the 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 architectural style and character-defining details of the building shall be in substantive accordance with the elevation drawings as shown in Schedule B.
- (c) The other exterior design elements of the building shall be in reasonable 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 any existing mature trees located between the front of the main structure and Queen Street. These trees shall not be removed unless dead or diseased, and only then with prior approval from the Development Officer.
- (c) The Property Owner shall ensure that wherever possible, existing trees and flowering shrubs are retained. Removal of such vegetation, defined as those beyond three (3) inch caliper shall be permitted only with the prior approval of the Development Officer.
- (d) The existing stairs on the front property line, as shown in the site plan in Schedule C, shall be preserved and maintained. If the stairs become a safety concern, they shall only be removed with prior approval of the Development Officer.
- (e) A 6-foot-high wooden fence shall be required between the development and the adjacent property at PID 60030590, and the location shall be in substantive accordance with the site plan as shown in Schedule C.
- (f) The Property shall have amenity space, equal to or greater than an area representing 1,900 square feet, including but not limited to private balconies or patios for each unit.
- (g) The Property Owner will be considered in default if any of the required landscaping 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.
- (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 private walkways that provide vehicular and pedestrian access respectively from Queen Street 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 9 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 5 bicycles shall be provided on the Property located in substantively the same location as the site plan in Schedule C.

**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. SOLID WASTE**

Facilities for the storage of solid waste shall provide visual separation from adjacent residential development and public areas.

**9. SANITARY SEWER AND WATER SERVICES**

- (a) 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.
- (b) The Property Owner shall ensure that the Property has adequate water supply and flows for the purpose of fire protection to the satisfaction of the Town Engineer, prior to the issuance of a Development Permit.

**10. 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.

**11. CHANGES AND ALTERATIONS**

- (a) All matters in this agreement not specified in Subsection 11(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; and
  - (ii) Building Characteristics as outlined in Section 3(a) and (b).
- (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.

**12. 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.

**13. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. 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.

**21. 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*.

**22. 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 60030608 as described in Schedule A, having received the deed from 3062815 NOVA SCOTIA LIMITED, dated May 3, 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

\_\_\_\_\_  
ADAM BARRETT  
AMK BARRETT INVESTMENTS INC.

**MORTGAGEE**

As the mortgagee, by virtue of a mortgage or mortgages, is the holder of the legal title to the lands which are the subject of this development agreement (or is the holder of an interest in the equity of redemption), the Mortgagee is hereby executing this agreement to give effect thereto and for the purpose of ensuring that the agreement applies to the Property. PROVIDED NEVERTHELESS the Mortgagee shall not, by reason only of its execution of this agreement, be obligated to fulfill the obligations of the Property Owners herein. For greater certainty, the parties agree that the Mortgagee is deemed to be an owner of the Property which is subject to the Agreement for the purposes of Section 234 of the *Municipal Government Act*, S.N.S. 1998, Chapter 8 as amended.

**JEAN FROST**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature

**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

\_\_\_\_\_  
ADAM BARRETT  
AMK BARRETT INVESTMENTS INC.

**TOWN OF BRIDGEWATER**

\_\_\_\_\_  
Witness

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

\_\_\_\_\_  
Witness

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



**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., 2022, 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., 2022, 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., 2022, 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 **AMK Barrett Investments**, 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

ALL that certain lot, piece or parcel of land situate, lying and being at Bridgewater, in the County of Lunenburg, Province of Nova Scotia, being that land conveyed by Edith Dechman, Trustee, to Jerimiah Daley by Deed dated May 19, 1960, and recorded at the Bridgewater, Nova Scotia, Registry of Deeds on June 13, 1960, in Book 125 at Page 516 under Number 738, and therein described as follows:

ALL that certain lot, piece or parcel of land situate, lying and being in the Town of Bridgewater, in the County of Lunenburg, bounded and described as follows:

BEGINNING at a stake in the ground on the western edge of Queen Street at the Northern angle of the Patillo land;

THENCE running S 51 degrees 25 minutes W, 250 feet along the Patillo line to the Eastern edge of York Street;

THENCE Northwardly along the said edge of York Street 209 feet 5 inches to the Southern angle of Arthur Barnaby's land;

THENCE N 51 degrees 30 minutes E, along said Barnaby's line 250 feet to the said Western edge of Queen Street;

THENCE Southwardly 209 feet along said Queen Street to the place of beginning.

SAVING and EXCEPTING the Lots shown and identified as Lots D, A, B, C-1 and F, as shown on a Plan of Survey Showing Property of David H. Barss, said plan having been approved on August 7, 1985 and filed at the Registry of Deeds in Bridgewater on August 7, 1985 as Plan 5758.

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 as plan or document number 5758.