

DEVELOPMENT AGREEMENT
777 KING STREET, 11 VICTORIA ROAD, and PID 60686177
BRIDGEWATER, NS

THIS AGREEMENT made this _____ day of _____, A.D. 2022.

BETWEEN: **BLACK SEAL PROPERTIES LTD**
 hereinafter called the “**Property Owner**”

OF THE FIRST PART

AND

RHODEYS DEVELOPMENTS LIMITED
 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 777 King Street (PID 60026010), 11 Victoria Road (60382660), and PID 60686177 (“the Property”), further described in Schedule A, for a mixed-use residential and commercial development; and

WHEREAS the Property is situated within an area designated ‘Downtown Commercial’ on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned ‘Historic Downtown Commercial (C1)’ on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policy C-17 (c) of the Municipal Planning Strategy (December 2014) and Parts 5.2.4 (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 consolidation of three (3) lot (PID Nos. 60026010, 60686177, 60382660) and 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: Building Renderings
- Schedule D: Site Plan

2. PERMITTED USE

That the development on the Property shall be limited to:

- (a) Multi-unit residential to a maximum of seventy-five (75) dwelling units; and
- (b) A minimum of 7,475 square feet of ground floor commercial wholly occupying the King Street and Victoria Road frontages; and
- (c) 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 of the building shall be in substantive accordance with the elevation drawings as shown in Schedule B.
- (b) The material and colour of cladding materials shall be in reasonable accordance with the elevation drawings as shown in Schedule B, unless otherwise required by the National Building Code, in which case replacement materials shall be approved by the Development Officer.
- (c) There shall be a mural or decorative screen on the south façade in reasonable accordance with the size and location as shown in Schedule B.
- (d) The massing, architectural style, and character-defining details, including but not limited to corner articulation and inset balconies, shall be in substantive accordance with the building renderings as shown in Schedule C.
- (e) There shall be step-backs at the base of the fourth story and the seventh story, as shown on the site plan in Schedule D, and they shall be in substantive accordance with the measurements identified.

4. LANDSCAPING AND AMENITY SPACE

- (a) The property shall contain amenity space, equal to or greater than an area representing 17,500 square feet. It shall include but not be limited to direct access for all units to a balcony, a terrace as shown in Schedule D, or exterior amenity space as shown in Schedule D. It shall also include a common room and/or gym, and a rooftop patio.
- (b) The exterior amenity space located in the rear of the building, as shown on the level 1 ground floor commercial plan in Schedule D, shall include landscaping. A detailed landscaping plan for this area shall be submitted to the satisfaction of the Development Officer, prior to the issuance of a development permit.
- (c) The Property Owner will be considered in default if any of the required landscaping and/or amenity space is not completed within twenty-four (24) months of the issuance of a Development 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 access adjacent to the driveway.
- (b) Any exterior lighting shall be located and positioned so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result.
- (c) A detailed lighting plan shall be submitted to the satisfaction of the Development Officer, prior to the issuance of a development permit. Since the building is located on the corner of two arterial streets, the lighting shall have aesthetic design and placement which includes, but is not limited to, the light fixtures complementing and enhancing the character of the building.

6. PARKING AND ACCESS

- (a) The Property Owner shall construct a private driveway that provides vehicular access from Victoria Road to the surface parking and underground parking, located in reasonably the same location as shown in Schedule D.
- (b) The Property Owner shall construct pedestrian accesses in the form of sidewalks and a crossing located in reasonably the same location as shown in Schedule D to ensure accessible connection from Victoria Road.
- (c) Any access points, or the changes, deletions or additions of access points, need prior approval by the Traffic Authority.
- (d) A minimum of 48 vehicular parking spaces and 41 bicycle parking spaces shall be provided on the property, including outdoor bicycle parking in reasonably the same location as shown in Schedule D and indoor bicycle parking.

7. MAINTENANCE

- (a) The Property Owner shall ensure that all buildings on the Property are kept in good repair, and that exposed exterior surfaces, including the decorative mural or screen, 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, other landscaping elements, and amenity space 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 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 will have adequate fire protection to the satisfaction of the Town Engineer, prior to the issuance of a 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 (d); 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 thirty-six (36) 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 60686441, as described in Schedule A, having received the deed from 3273094 Nova Scotia Limited, dated January 19, 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

JODY COMEAU
BLACK SEAL PROPERTIES LTD.

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.

RHODEYS DEVELOPMENTS LIMITED

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

JODY COMEAU
BLACK SEAL PROPERTIES LTD.

TOWN OF BRIDGEWATER

Witness

DAVID MITCHELL, Mayor

Witness

TAMMY CROWDER, CAO

AFFIDAVIT (CORPORATE)

I, Jody Comeau, of _____, Nova Scotia, make oath and say that:

1. I am the _____ of Black Seal Properties Ltd., 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,)
this _____ day of _____ ,)
A.D., 2022, BEFORE ME:)

A BARRISTER OF THE SUPREME)
COURT OF NOVA SCOTIA)
_____)

Black Seal Properties Ltd.

Per: _____

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 **BLACK SEAL PROPERTIES LTD.**, 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

Registration County: LUNENBURG COUNTY
Street/Place Name: KING STREET /BRIDGEWATER
Title of Plan: PLAN OF S/D SHOWING PARCEL "A" (PORTION OF LOT N2), AS AN ADDITION TO LOT N1 TO CREATE RESULTING LOTS N1-A & N2-R, PROPERTY OF NAUSS BROTHERS HOLDINGS LIMITED, CIVIC NOS. 356, 358, 360 & 388 KING STREET, TOWN OF BRIDGEWATER, LUNENBURG COUNTY
Designation of Parcel on Plan: LOT N1-A
Registration Number of Plan: 108981862
Registration Date of Plan: 2016-05-20 15:01:58

*** Municipal Government Act, Part IX Compliance ***

Compliance:

The parcel is created by a subdivision (details below) that has been filed under the Registry Act or registered under the Land Registration Act
Registration District: LUNENBURG COUNTY
Registration Year: 2016
Plan or Document Number: 108981862

Schedule B



1 East
5/9
1/16" = 1'-0"



Project: 777 King Street, Bridgewater
Subject: East Elevation

Seal

1	Jun 15, 2021	Issued for Client Review
2	Aug 26, 2021	Issued for DA Application
3	Jan 18, 2022	Revised for DA Application
4	Jul 21, 2022	Revised for DA Application
5		
6		

Date: MARCH 09, 2021
Scale: AS NOTED
Drawn: NEL - AA
Client Project No.
JAL Project No. 2021006



Project: 777 King Street, Bridgewater
 Subject: North Elevation

Seal

1	Jun 15, 2021	Issued for Client Review
2	Aug 26, 2021	Issued for DA Application
3	Jan 18, 2022	Revised for DA Application
4	Jul 21, 2022	Revised for DA Application
5		
6		

Date: MARCH 09, 2021
 Scale: AS NOTED
 Drawn: NEL - AA
 Client Project No.
 JAL Project No. 2021006



1 West
 7/9 1/16" = 1'-0"



Project: 777 King Street, Bridgewater
 Subject: West Elevation

Seal

1	Jun 15, 2021	Issued for Client Review
2	Aug 26, 2021	Issued for DA Application
3	Jan 18, 2022	Revised for DA Application
4	Jul 21, 2022	Revised for DA Application
5		
6		

Date: MARCH 09, 2021
 Scale: AS NOTED
 Drawn: NEL - AA
 Client Project No.
 JAL Project No. 2021006



1 South
8/9 1/16" = 1'-0"



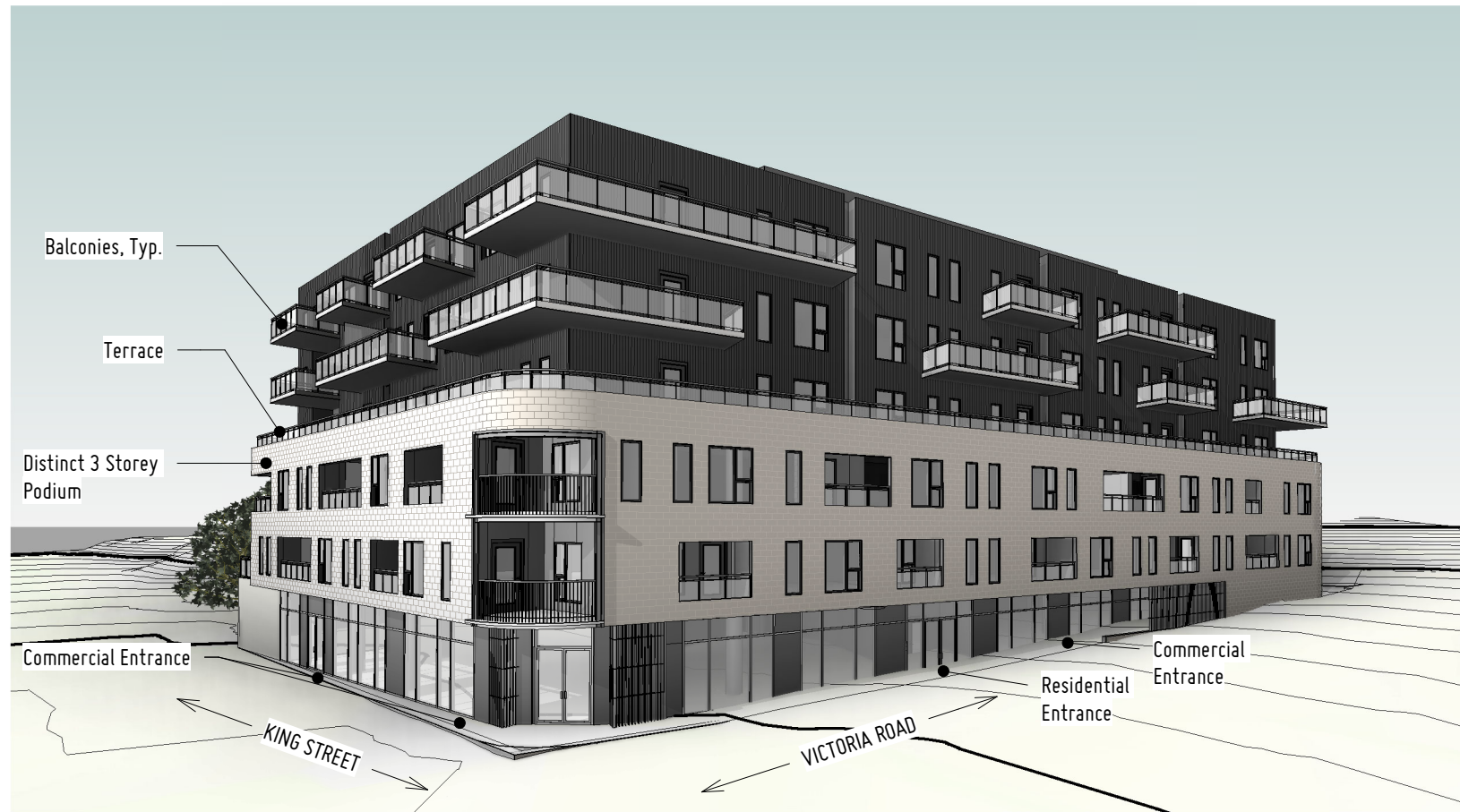
Project: 777 King Street, Bridgewater
Subject: South Elevation

Seal

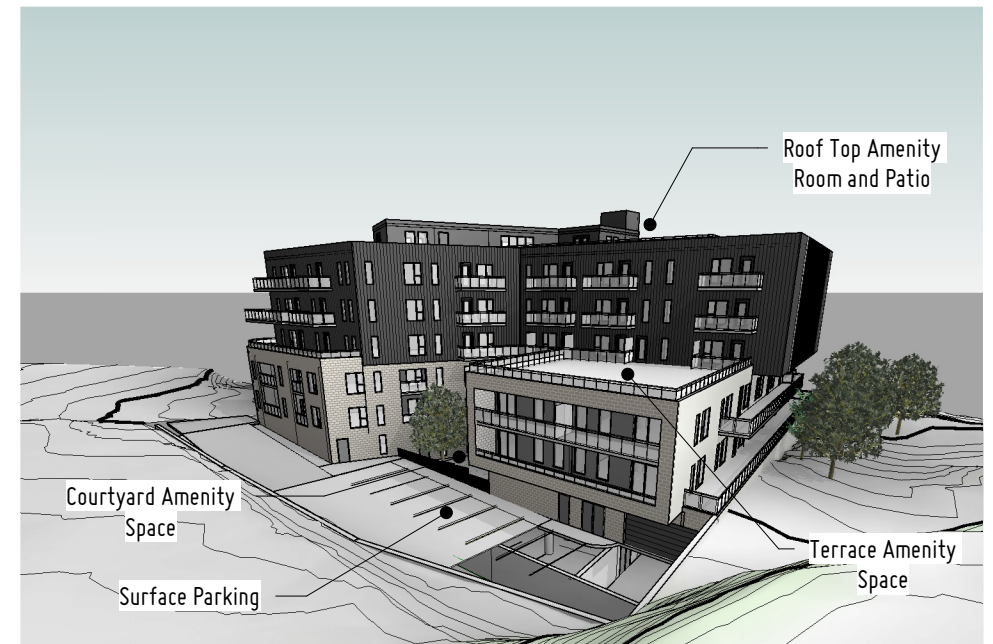
1	Jun 15, 2021	Issued for Client Review
2	Aug 26, 2021	Issued for DA Application
3	Jan 18, 2022	Revised for DA Application
4	Jul 21, 2022	Revised for DA Application
5		
6		

Date: MARCH 09, 2021
Scale: AS NOTED
Drawn: NEL - AA
Client Project No.
JAL Project No. 2021006

Schedule C



1 View from King Street and Victoria Road
9/9



2 View from Rear of Property
9/9



3 View from Victoria Road
9/9



Project: 777 King Street, Bridgewater
Subject: Conceptual 3D Massing

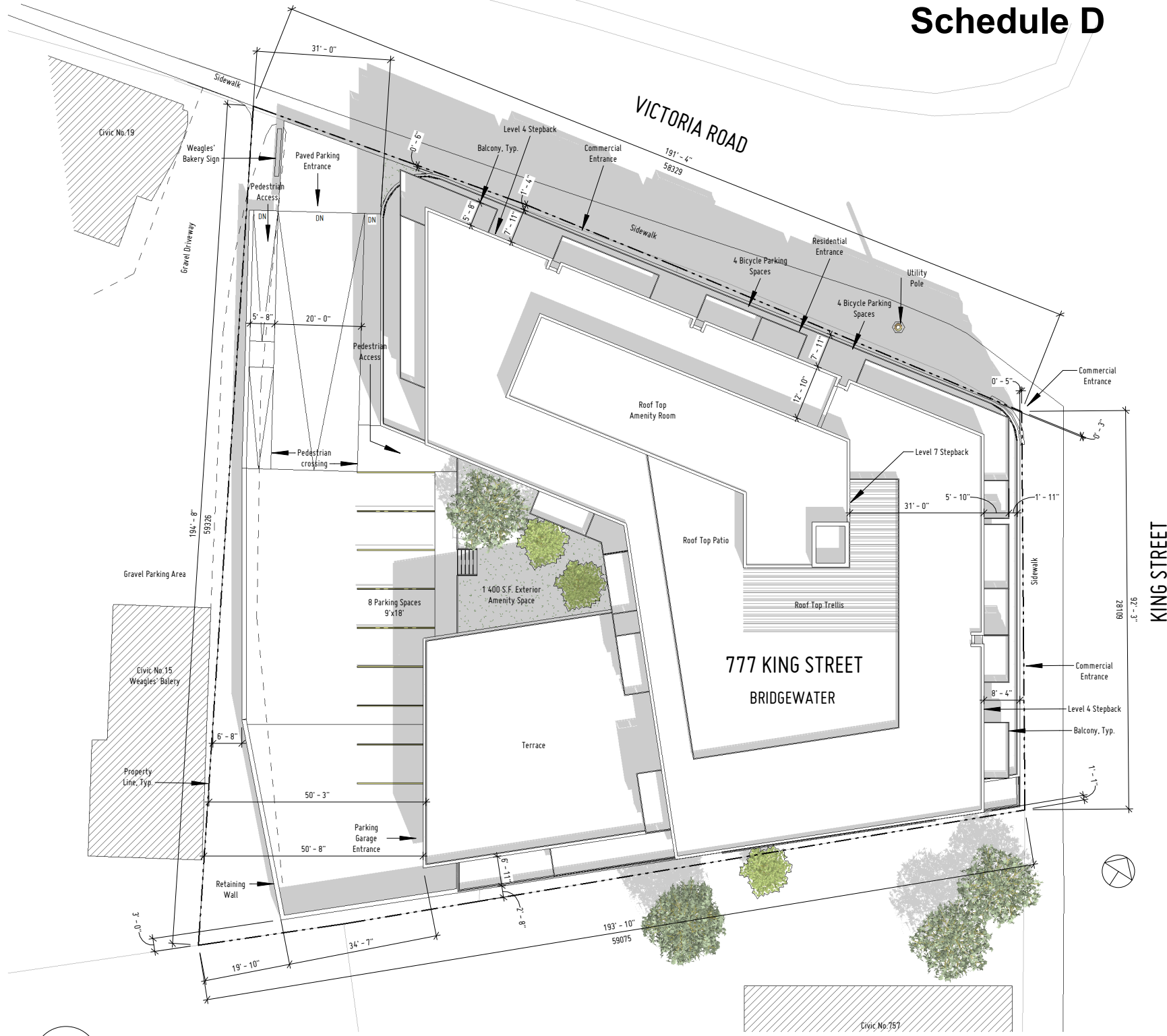
NOTE: Colour Used to Indicate Building Volumes and Not Material Choice

Seal

1	Mar 23, 2021	Issued for Review
2	Mar 25, 2021	Issued for Review
3	May 10, 2021	Issued for Review
4	Aug 26, 2021	Issued for DA Application
5	Jan 18, 2022	Revised for DA Application
6	Jul 21, 2022	Revised for DA Application

Date: MARCH 09, 2021
Scale: AS NOTED
Drawn: NEL - AA
Client Project No.
JAL Project No. 2021006

Schedule D



1 Site Plan
1/9 1" = 30'-0"



Project: 777 King Street, Bridgewater
Subject: Site Plan and Building Info

Seal

AREAS in Square Feet (S.F.)

Property (Approx.):	26 735
Building Footprint:	16 217

AREAS to Exterior Walls

Parking	19 600
Level 1	15 555
Level 2	15 650
Level 3	15 650
Level 4	15 100
Level 5	15 100
Level 6	15 100
Penthouse	1 998

Residential Unit Count

	1 Bed	2 Bed	3 Bed	Totals
Level 1	3	2	0	5
Level 2	5	11	1	17
Level 3	5	11	1	17
Level 4	4	7	1	12
Level 5	4	7	1	12
Level 6	4	7	1	12
Totals	25	45	5	75

Area of Required Residential Amenity Space

Unit Type	1 Bed	2 Bed	3 Bed	
Unit Count	25	45	5	
S.F./ Unit	162	216	269	Total Area
Totals	4050	9720	1345	15115

Provided Amenity Space

Level	Area
Level 1	1400
Level 2	2054
Level 3	1681
Level 4	5145
Level 5	1421
Level 6	1313
Roof	4500
Totals	17514

Area of Commercial Space

Unit	Area
Commercial 201	5000
Commercial 202	2475
Total	7475
Overall Area	15350
	49%

1	May 10, 2021	Issued for Review	Date:	MARCH 09, 2021
2	Jun 15, 2021	Issued for Client Review	Scale:	AS NOTED
3	Aug 26, 2021	Issued for DA Application	Drawn:	NEL - AA
4	Jan 10, 2022	Revised for DA Application	Client Project No.	
5	Jul 21, 2022	Revised for DA Application	JAL Project No.	2021006
6				