# Appendix G – Draft Development Agreement for 144 Victoria Road

#### **DEVELOPMENT AGREEMENT**

### 144 Victoria Road BRIDGEWATER, NS

THIS AGREEME	IT made this day of , A.D. 2019	١.
BETWEEN:	3300657 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 construct one 3 storey 30 - unit multiple unit residential building on Lot MBLL-4 (PID 60592367) on 144 Victoria Road ("the Property"), as described in Schedule A; and

WHEREAS the property described in Schedule A is situated within an area designated 'Comprehensive Residential' on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned 'Comprehensive Residential (R3)' on the Zoning Map of the Land Use By-Law (December 2014); and

WHEREAS Policy R-23 (c) of the Municipal Planning Strategy (December 2014) and Part 4.4.6 (a) of the Land Use By-Law (December 2014) allow Town Council to consider the proposed development at Lot MBLL-4 (PID 60592367) only by Development Agreement; and

WHEREAS on -----, Council of the Town of Bridgewater approved a Development Agreement on the property described in Schedule A, 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 described in Schedule A:

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 Property Description Schedule B Site Plan Schedule C Landscaping Plan

Schedule D Elevation Drawings

### 2. DEFINITIONS SPECIFIC TO THIS AGREEMENT

The following words used in this Agreement shall be defined as follows:

(a) Affordable Housing means housing confirmed in writing to be managed or owned by a recognized third-party housing provider and which costs less than 30% of before tax income.

### 3. PERMITTED LAND USES

Development on the Property described in Schedule A shall be limited to:

- (a) One multiple unit dwelling with a maximum of 30 one bedroom units in substantive accordance with the Site Plan attached as Schedule B and the Elevation Drawings as contained in Schedule C. A minimum of 3 of the 30 units must be affordable housing.
- (b) Those uses permitted in the underlying zoning of the Land Use By-Law, as amended from time to time.
- (c) Thirty-four dwelling units in total.

### 4. BUILDING CHARACTERISTICS

- (a) The height, massing, exterior design (including but not limited to the architectural style, the shape of the roof, and the number, size and placement of windows), building materials, and tone shall be as shown on Schedule D.
- (b) Front, side, and rear yard setbacks of all structures on the Property shall be no less than those indicated on the Site Plan attached to this Agreement as Schedule B.

### 5. LANDSCAPING AND AMENITY SPACE

- (a) The Property Owner shall ensure landscaping is provided in substantive accordance with the Landscaping plan attached as Schedule C. This includes but is not limited to all trees, grassed areas, fences, shrubs, planters, and retaining walls. All fences as shown on Schedule B shall be a minimum of 1.8 metres (6 feet) from grade and of wooden opaque construction.
- (b) The Property Owner shall ensure that, wherever possible, existing trees and vegetation are retained during the early development stage and during construction. The planting of new trees shall be considered an alternative to the retention of trees. The planting of native species is strongly encouraged.
- (c) The building shall include, in addition to individual balconies or terraces for each of the 30 apartment units, a minimum of 93 square metres (1000 square feet) of common amenity space for the residents of the building in the form of common rooms and/or areas within the building.
- (d) The Property shall include an amenity space for residents which shall include but not be limited to a gazebo and planter boxes which shall be in substantive conformance with Schedule C.
- (d) 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.

#### 6. LIGHTING

- (a) The Property Owner shall ensure that lighting on the Property is sufficient to promote the safety and security of all users, including guests and the general public.
- (b) The Property Owner shall ensure that any exterior lighting is focused on the Property and positioned so as 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.

### 7. PARKING AND BICYCLE PARKING

- (a) No fewer than 33 surface parking spaces shall be provided on the Property in substantive accordance with Schedule B. A minimum of 8 of these parking spaces including the required barrier free spaces shall be located near the primary entrance to the building as indicated on Schedule B.
- (b) The limits of the parking area, approaches, or points of access shall be defined by a permanent curb, fencing, landscaping or vegetation to provide a neat appearance.
- (c) All parking areas, approaches, and points of access shall have a permanent hard surface.
- (d) Secure parking for no fewer than 10 bicycles shall be provided on the Property and shall be located as shown in Schedule C.

### 8. SIGNAGE

No more than one (1) ground sign which identifies the 30 unit dwelling may be located on the Property. This sign shall meet all applicable requirements of the Land Use Bylaw as may be amended from time to time.

### 9. 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 fences, 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.

### 10. CONSTRUCTION TIMELINE

- (a) Prior to Development Permit issuance for any development shown on the Site Plan attached as Schedule B, the Property Owner shall submit a detailed Construction Timeline to the satisfaction of the Development Officer.
- (b) The detailed Construction Timeline shall provide details on the sequence and anticipated timing of construction for all elements of development, including but not limited to grading, paving, water and sewer servicing, stormwater servicing, construction, and landscaping.

### 11. SITE ACCESS

(a) The Property Owner shall construct a private driveway and a private walkway that provide vehicular and a pedestrian access respectively from Victoria Road to the Property that are in substantively the same location as is shown on the Site Plan attached as Schedule B. Private driveways

must provide a clear travelled surface of at least 6 metres (20 feet) in width. Both the driveway and the pedestrian walkway shall be hard surfaced.

- (b) The Property Owner shall submit detailed drawing related to the configuration of the driveway access onto Victoria Road to the satisfaction of the Traffic Authority prior to the issuance of any Development Permit. All design drawings and information shall be certified by a Professional Engineer or appropriate profession as required by this Agreement or other approval agencies.
- (c) The Property must comply with the *National Building Code of Canada*, Part 3, Fire Truck Access Routes.

### 12. SANITARY SEWER AND WATER SERVICES

- (a) The Property Owner shall submit detailed sanitary sewer and water servicing drawings to the satisfaction of the Town Engineer, prior to the issuance of any Development Permit.
- (b) The Property Owner shall ensure all sanitary sewer and water servicing infrastructure is constructed to the applicable standards of the Town of Bridgewater's Subdivision By-Law, as amended from time to time.

### 13. 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 any 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.
- (c) The Property Owner shall submit verification from a qualified site professional as defined in the Nova Scotia Contaminated Site Regulations that the storm water management system is in compliance with all relevant legislation and regulations of the Province of Nova Scotia with regards to the assessment and treatment of sites with potential contamination prior to the issuance of any Development Permit.

### 14. STEEP SLOPE

No structure may be placed on any part of the Property with a post-construction slope of 30% or greater in accordance with the Land Use Bylaw, as amended from time to time.

### 15. SEDIMENTATION MANAGEMENT

- (a) The Property Owner shall submit a detailed erosion and sedimentation management plan which addresses both on and off-site impacts and mitigation measures during and after construction to the satisfaction of the Town Engineer prior to the issuance of any Development Permit.
- (b) The Property Owner shall ensure that all silt and sedimentation released during development and construction are contained on the Property.
- (c) The Property Owner shall ensure compliance with the detailed erosion and sedimentation management plan required under subsection 15(a) and all applicable environmental standards applied by the relevant provincial authority, including but not limited to the Nova Scotia Department of Environment Erosion and Sedimentation Control Handbook for Construction Sites.

#### 16. STREETS AND MUNICIPAL SERVICES

(a) Any disturbance to existing off-site infrastructure resulting from the development including streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the responsibility of the Property Owner and shall be reinstated, removed, replaces, or relocated by the Property Owner as directed by the Town Engineer. In addition, the Property Owner shall be responsible for all costs and work associated with the relocation of on-site and off-site underground services to accommodate the needs of the development.

### 17. ENVIRONMENTAL PROTECTION

The Property Owner agrees to comply with the legislation and regulation of the Province of Nova Scotia with regards to the handling, removal, and disposal of any sulphide bearing materials which may be found on the Property.

### 18. CHANGES AND ALTERATIONS

- (a) The Property Owner shall not vary or change the use of the Property except as provided for in Section 3, Permitted uses, of this Agreement, unless a new development agreement is entered into with the Town of Bridgewater, or this Agreement is amended.
- (b) All matters in this agreement not specified in Subsection 18(c) below are non-substantive matters which may be changed or altered without a public hearing, but by resolution of Town Council, provided that Town Council determines that the changes do not significantly alter the intended effect of this Agreement.
- (c) 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 3 of this Agreement;
  - (ii) The minimum setbacks of the 30 unit dwelling from the rear lot lines of the properties on St. Phillips Street, and the rear lot line of the property at 150 Victoria Road as outlined in Section 4 (b) of this Agreement.
- (d) The boundaries of the lot to which this Agreement applies may be altered by the creation or expansion of public streets and this Agreement shall be discharged by Town Council as against the portion of the public street.
- (e) 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.

### 19. 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.

### 20. APPLICABLITY 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.

### 21. 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 Bylaws 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.

(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. All design drawings and information shall be certified by a Professional Engineer or appropriate profession as required by this Agreement or other approval agencies.

### 22. 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 statue or regulation, the higher or more stringent requirements shall prevail.
- (b) In case of conflict, the text of the Agreement prevails over the Schedules.

### 23. DEFINITIONS

All words unless otherwise specifically defined herein shall be as defined in the Land Use By-law and Subdivision By-law; if not defined in these documents their customary meaning shall apply.

#### 24. COSTS

The Property Owner shall be responsible for all costs, expenses, liabilities and obligations imposed under or incurred in order to satisfy the terms of this Agreement and all Federal, Provincial, and Municipal by-laws, regulations and codes applicable to the Property.

### 25. 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.

### 26. 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.

### 27. INTERPRETATION

Where the context requires, the singular shall include the plural, and the masculine gender shall include the feminine and neutral genders.

### 28. 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*.

### 29. 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 lands described in

Schedule A; and

- (b) The Town of Bridgewater may discharge this Development Agreement if the use described herein in Section 3 (a) has not been commenced within twelve (12) months of the date of this Agreement; and
- (c) The Town of Bridgewater may discharge this Development Agreement if construction of the development <u>or</u> the use described herein is discontinued for twelve (12) months or longer; and
- (d) In this Agreement, the development is deemed to have been commenced or started when a building permit for any part of the development has been issued; and
- (e) 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
- (f) 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 developers, their heirs, executors, administrators, and assigns, the owner or owners from time to time of the Property described in Schedule A, until discharged.

### **OWNERSHIP**

I, the Property Owner, hereby certify that I am the sole owner of the property having PID 60592367, as described in Schedule A, having received the deed from PBD Supportive Housing Inc. dated 16 August 2016, and registered at the Land Registration Office in Lunenburg County as Document No. 109437468, on 17 August 2016. I have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

	3300657 NOVA SCOTIA LIMITED
Witness	Signature
Witness	Signature
	he parties hereto have caused this agreement to be execute corporate seals on the day and year first above written.
	3300657 NOVA SCOTIA LIMITED
Witness	
Witness	
	TOWN OF BRIDGEWATER
Witness	DAVID MITCHELL, Mayor
Witness	TAMMY WILSON, CAO

### **AFFIDAVIT OF STATUS**

	NDA VINCE OF NOVA SCOTIA NTY OF	_		
I, Provin	of nce of Nova Scotia, make oath	in the County of and say as follows:	and	
1.	THAT I amhave a personal knowledge of	of <b>3300657 NOVA SCOTIA LIMITED</b> af the matters herein deposed to.	ınd as such	
2.	THAT for purposes of this my Affidavit "matrimonial home" means a dwelling and real property occupied by a person and that person's spouse or registered domestic partner as their family residence.			
3.	THAT the lands described in t by any of the shareholders of	the within Indenture are not occupied 3300657 NOVA SCOTIA LIMITED.	as a dwelling	
in the Provin This_	RN TO at ) County of ) nce of Nova Scotia ) day of) 2019, before me: )			
	nmissioner of the Supreme ) of Nova Scotia	)		

### **AFFIDAVITS OF EXECUTION**

PROVINCE OF N COUNTY OF LUI		
made oath and sa	aid that <b>TOWN OF</b> to be executed in	A.D., 2019, before me, the peared a g Indenture, who having been by me duly sworn, F BRIDGEWATER, one of the parties thereto, its name and on its behalf and its corporate seal to ence.
		A COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA
PROVINCE OF N		
subscriber persor subscribing witner made oath and sa	nally came and ap ss to the foregoing aid that 3300657 NO recuted in its nam	A.D., 2019, before me, the peared a g Indenture, who having been by me duly sworn, VA SCOTIA LIMITED, one of the parties thereto, caused e and on its behalf and its corporate seal to be se.
		A COMMISSIONER OF THE SUPREME COURT OF NOVA SCOTIA

#### Schedule A

### **Property Description**

### Lot MBLL-4

All that certain lot, piece or parcel of land situate, lying and being on the northwestern side of York Street and Victoria Road, Lunenburg County, Nova Scotia, which is, and is intended to be, portions of those lands described as the lands of MacKenzie Bus Line Limited in deeds recorded at the registry of deeds for the Municipality of Lunenburg at Bridgewater in book 501 at page 121, under number 4218 and in book 124 at page 98, under number 136 and book 141 at page 392 under number 651. The herein described lot is shown as Lot MBLL-4 on a Plan of Subdivision showing Lot MBLL, consolidation of Lots 1, 2, 3, 4 and 5 and showing Lots MBLL-1, MBLL-2, MBLL-3 and MBLL-4 of lands of MacKenzie Bus Line Limited located at Victoria Road, Bridgewater, Lunenburg County, Nova Scotia, said plan being plan number 00-888 dated June 6, 2000 as prepared by Gerald D. Eisnor, NSLS No. 525. The herein described lot is more particularly bounded and described as follows:

Beginning at a survey marker set on the northeastern limits of Victoria Road, at the southern corner of Lot MBLL-3 of lands formerly of MacKenzie Bus Line Limited, said marker being the southeastern corner of the herein described lot and is hereinafter referred to as the place of beginning;

THENCE south fifty-four degrees forty-nine minutes twenty-five seconds west along the northwestern limits of Victoria Road a distance of eighty-three decimal seven two feet to a survey marker found on the northwestern limits of Victoria Road;

THENCE south fifty-six degrees zero six minutes twenty-nine seconds west along the northwestern limits of Victoria Road a distance of forty-nine decimal six one feet to a survey marker found at the southeastern corner of lands of Richard G. Kirchner and Gloria I. Wagner;

THENCE north thirty-seven degrees fifty minutes twenty-four seconds west along the northeastern boundary of lands of Richard G. Kirchner and Gloria I. Wagner a distance of eighty-four decimal three eight feet to a survey marker set at the northeastern corner of lands of Richard G. Kirchner and Gloria I. Wagner;

THENCE south fifty-six degrees ten minutes fifty-four seconds west along the northwestern boundary of lands of Richard G. Kirchner and Gloria I. Wagner a distance of sixty-three decimal zero zero feet to a survey marker set on the northeastern boundary of lands of Dora J. Hirtle;

THENCE north forty-three degrees fifteen minutes forty-eight seconds west along the northeastern boundary of lands of Dora J. Hirtle a distance of thirty-four decimal five eight feet to a survey marker found at the eastern corner of lands of E. W. Dorey and Sons Construction Ltd.;

THENCE north fifty-three degrees twenty-one minutes zero eight seconds west along the northeastern boundary of lands of E. W. Dorey and Sons Construction Limited a distance of one hundred twenty-two decimal nine six feet to an iron pipe found at the eastern corner of lands of Gwen A. Hebb;

THENCE north fifty-three degrees twenty-two minutes eleven seconds west along the northeastern boundary of lands of Gwen A. Hebb a distance of one hundred thirteen decimal four nine feet to an iron pipe found on the southeastern boundary of lands of the Roman Catholic Church;

THENCE north twenty-eight degrees forty-two minutes twenty-eight seconds east along the southeastern boundary of lands of the Roman Catholic Church a distance of one hundred fifty-two decimal two four feet to an iron pipe found at the western corner of lands of Florence M. Little;

THENCE south forty-five degrees forty-six minutes twenty-four seconds east along the southwestern boundary of lands Florence M. Little a distance of one hundred fifty-five decimal four two feet to a survey marker set at the southern corner of lands of Florence M. Little:

THENCE north thirty-five degrees zero zero minutes twenty-six seconds east along the southeastern boundary of lands of Florence M. Little a distance of eighty-six decimal six three feet to a survey marker set at the western corner of Lot MBLL-1 of lands of MacKenzie Bus Line Limited:

THENCE south fifty-five degrees twenty-seven minutes forty-seven seconds east along the southwestern boundary of Lot MBLL-1 of lands of MacKenzie Bus Line Limited a distance of one hundred thirty decimal zero one feet to a survey marker set at the western corner of Lot MBLL-2 of lands of MacKenzie Bus Line Limited;

THENCE continuing south fifty-five degrees twenty-seven minutes forty-seven seconds east along the southwestern boundary of Lot MBLL-2 of lands of MacKenzie Bus Line Limited a distance of fifty-eight decimal zero six feet to a survey marker set at the northwestern corner of Lot MBLL-3 of lands formerly of MacKenzie Bus Line Limited;

THENCE south zero three degrees forty minutes thirty-seven seconds east along the southwestern boundary of Lot MBLL-3 of lands formerly of MacKenzie Bus Line Limited a distance of fifty-nine decimal zero six feet to a survey marker set on the southwestern boundary of Lot MBLL-3 of lands formerly of MacKenzie Bus Line Limited;

THENCE south thirty-three degrees zero seven minutes nineteen seconds east along the southwestern boundary of Lot MBLL-3 of lands formerly of MacKenzie Bus Line Limited a distance of sixty-two decimal six six feet, or to the place of beginning.

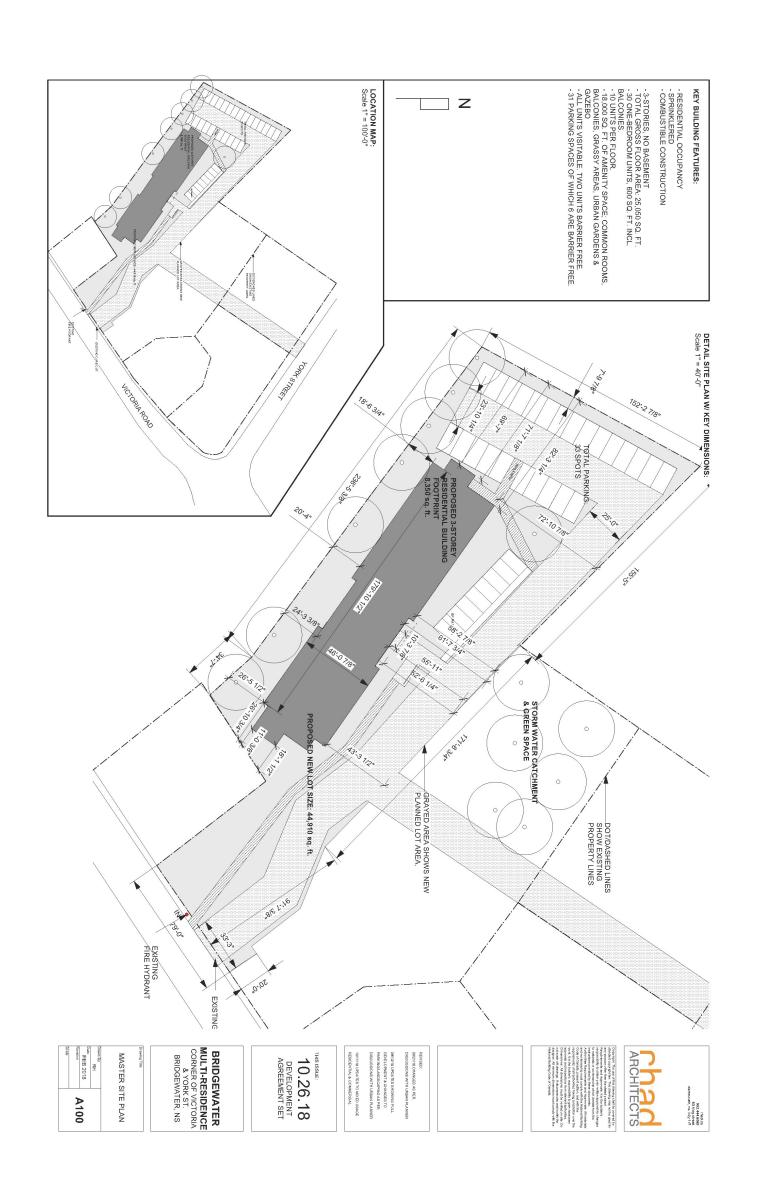
The enclosed area for the above described lot is 70,831 square feet, more or less.

The bearings are grid.

Subdivision approval for MBLL-4 was granted by the development officer for the Town of Bridgewater on June 12, 2000 under application number BW200004 and a copy of the approved plan was filed at the registry of deeds on June 13, 2000 under number 11,465.

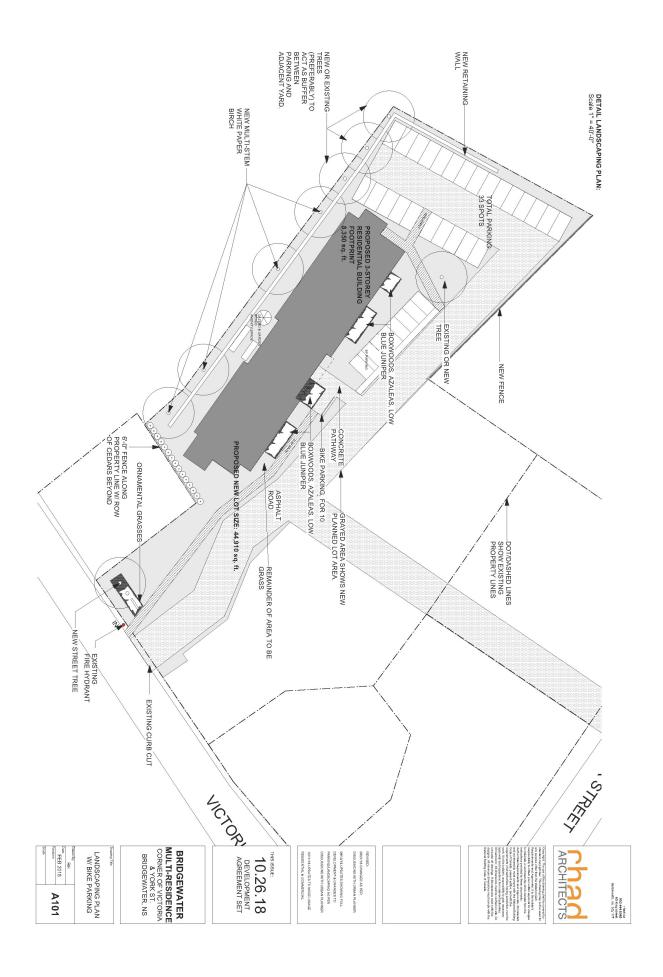
The parcel originates with an approved plan of subdivision that has been filed under the Registry Act or registered under the Land Registration Act at the Land Registration Office for the registration district of Lunenburg County as plan or document number 11.465.

Site Plan



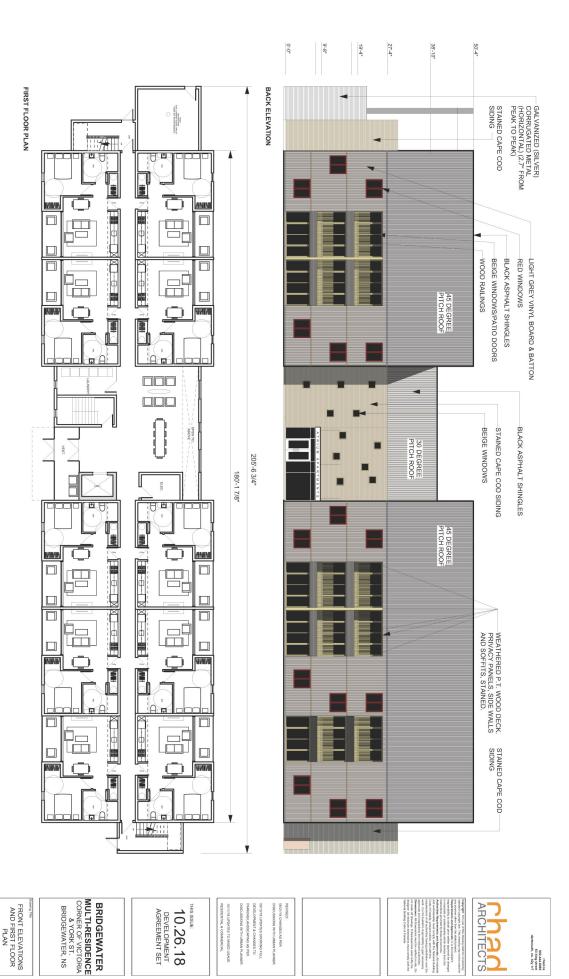
### Schedule C

# Landscaping Plan



### Schedule D

## **Elevation Drawings**



rhad.ca 902.444.8085 63 king street amouth, ns. b2y 117

FEB 2018

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