

**DEVELOPMENT AGREEMENT
25 DOMINION STREET, BRIDGEWATER, NS**

THIS AGREEMENT made this _____ day of _____, A.D. 2019.

BETWEEN: **JSTR INVESTMENTS LIMITED**
 hereinafter called the “**Property Owners**”

AND

THE TORONTO-DOMINION BANK
of Bridgewater, 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 Owners wish to use property at 25 Dominion Street (PID 60030178) (“the Property”), further described in Schedule A, for a seven unit dwelling and

WHEREAS the Property is situated within an area designated ‘Limited Commercial’ on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned ‘Restricted Commercial (C6)’ on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policy C-46(c) of the Municipal Planning Strategy (December 2014) and Part 5.7.4(c) 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 Owners are the owners 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. PERMITTED USE

That the development on the Property shall be limited to:

- (a) The use of a seven unit dwelling; 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.

2. LANDSCAPING AND BUFFERING

- (a) An additional driveway on the south side of the property must be no more than 12 metres (40 ft) deep and 6 metres (20 ft) wide.
- (b) Any changes, deletions or additions of access points need prior approval by the Traffic Authority.
- (c) All existing trees of a minimum three (3) inches or greater caliper must be retained, unless removal is approved by the Development Officer.

3. CHANGES AND ALTERATIONS

- (a) All matters in this agreement not specified in Subsection 3(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 1 of this Agreement;
- (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 Owners without a public hearing.

4. COMPLIANCE WITH OTHER BY-LAWS AND REGULATIONS

Nothing in this agreement shall exempt the Property Owners 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.

5. COSTS

The Property Owners are 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.

6. FULL AGREEMENT

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

7. 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.

8. 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.

9. BREACH OF TERMS OR CONDITIONS

Upon the breach by the Property Owners 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*.

10. 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 Owners 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 Owners, their heirs, executors, administrators, and assigns, the owner or owners from time to time of the Property, until discharged.

OWNERSHIP

We, the Property Owners, hereby certify that we are the sole owners of PID 60030178, as described in Schedule A, having received the deed from John M. Price and Shelly A. Price, dated November 28, 2003. We have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

Witness

JOHN PRICE
JSTR INVESTMENTS LIMITED

Witness

SHELLY PRICE
JSTR INVESTMENTS LIMITED

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.

THE TORONTO-DOMINION BANK

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

JOHN PRICE
JSTR INVESTMENTS LIMITED

Witness

SHELLY PRICE
JSTR INVESTMENTS LIMITED

TOWN OF BRIDGEWATER

Witness

DAVID MITCHELL, Mayor

Witness

TAMMY CROWDER, CAO

AFFIDAVIT (CORPORATE)

I, Shelly A. Price, of Dieppe, Province of New Brunswick, make oath and say that:

- 1. I am the Secretary of JSTR Investments 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 the JSTR Investments Ltd. and thereby bind the JSTR Investments Ltd..

SWORN TO at	,)	
in the County of	,)	
Province of Nova Scotia,)	JSTR INVESTMENTS LTD.
this day of	,)	
A.D., 2019, BEFORE ME:)	
)	
)	
)	
)	
<hr/> A BARRISTER OF THE SUPREME COURT OF NOVA SCOTIA)	<hr/> Per:
)	
)	

AFFIDAVITS OF EXECUTION

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

ON THIS _____ day of _____ A.D., 2019, 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., 2019, 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 **JSTR INVESTMENTS 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 Number: 60030178

Location: Bridgewater

Designation of Parcel on Plan: "Property of Murray H. Gibson"

Title of Plan: "Plan of Survey showing property now and formerly of Murray H. Gibson located at 31 Dominion St. & 85 Pleasant St., Bridgewater, Lunenburg Co., Nova Scotia, Canada to be submitted for sub-division approval."

Registration County: Lunenburg

Registration Number of Plan: P-1014

Registration Date of Plan: May 5, 1975

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 P-1014.