

**DEVELOPMENT AGREEMENT
388 KING STREET,
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 388 King Street (PID 60686441) (“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 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: Level 0 Parking and Level 1 Floor Plans
- Schedule C: Elevation Drawings
- Schedule D: Site Plan
- Schedule E: Landscaping and Lighting Plan
- Schedule F: Flood Mitigation Report and Drawing

2. PERMITTED USE

That the development on the Property shall be limited to:

- (a) Multi-unit residential to a maximum of seventy-one (71) dwelling units, including three (3) townhouse-style units with individual main entrances located on the front of the building; and
- (b) A minimum of 6,572 square feet of ground floor commercial in substantive accordance with the Level 1 Floor Plan in Schedule B; 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 and massing of the building shall be in substantive accordance with the elevation drawings as shown in Schedule C.
- (b) The material and colour of the cladding materials shall be in reasonable accordance with the elevation drawings as shown in Schedule C, unless otherwise required by the National Building Code, in which case replacement materials shall be approved by the Development Officer.
- (c) There shall be step-backs as shown on the elevation drawings in Schedule C, and they shall be in substantive accordance with the measurements identified on the site plan in Schedule D.
- (d) A primary entrance for each commercial unit shall be oriented towards King Street, directly connected to the street or public plaza, and comprised of clear glass windows with a minimum of 88% light transmission.
- (e) The primary entrance to the multi-unit residential portion of the development facing King Street shall be recessed.
- (f) There shall be a minimum of 50% window coverage on each façade of the ground floor commercial area.
- (g) The placement and orientation of windows and doors shall be in reasonable accordance with the elevation drawings as shown in Schedule C.

4. AMENITY SPACE AND LANDSCAPING

- (a) The property shall contain amenity space, equal to or greater than an area representing 12,919 square feet. It shall include, but not be limited to, direct access for all units to exterior amenity space at the front of the building as shown in Schedule B, individual balconies, or shared terraces. It shall also include a public deck as shown in Schedule B, a common room and/or gym, and a rooftop patio.
- (b) The Property Owner shall ensure that, wherever possible, existing trees and vegetation are retained during the early development stage and during construction.
- (c) A detailed Landscaping Plan shall be submitted to the satisfaction of the Development Officer, prior to the issuance of a development permit.
- (d) The Property Owner will be considered in default if any of the required amenity space is not completed within twenty-four (24) months of the issuance of a Development Permit.
- (e) The Property Owner will be considered in default if any of the required landscaping is not completed within twelve (12) months of the issuance of an Occupancy Permit.

5. PUBLIC SPACE

- (a) There shall be a public deck at the rear of the building, which shall be in reasonable accordance with the area and location as shown on Schedule B.
- (b) There shall be an exterior commercial deck, labeled on Schedule B as exterior amenity space, which shall be connected to and associated with

the commercial use on Level 1, and shall be in reasonable accordance with the area and location as shown in Schedule B.

- (c) There shall be a floating dock installed in the LaHave River each calendar year, suitable to the season, for a minimum of ninety (90) days. The dock shall be accessed from land with a ramp. The Property Owner shall receive approval for the dock from any necessary Federal and Provincial agencies as required.
- (d) The Property Owner shall construct a public plaza on Town property at the front of the building, with the location and area in reasonable accordance with the site plan in Schedule D. The Property Owner shall enter into a land use agreement with the Town prior to the construction of the public plaza; it shall include terms related to construction, the provision for the plaza to be solely maintained by the Property Owner, and the roles and responsibilities of the Property Owner and the Town. The public plaza shall have barrier-free access from the sidewalk on King Street.
- (f) The Property Owner will be considered in default if any of the required public space is not completed within twelve (12) months of the issuance of an Occupancy Permit.

6. 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 residential and commercial entrances, the sidewalk providing access to the floating dock, and the public deck on Level 0.
- (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.

7. PARKING AND ACCESS

- (a) The Property Owner shall construct a private driveway that provides vehicular access from King Street to the underground parking located in substantively the same location as shown on the site plan in Schedule D.
- (b) The Property Owner shall construct a sidewalk adjacent to the private driveway that provides pedestrian access to the public deck and floating dock in substantively the same location as shown in Schedule D. The sidewalk shall be maintained privately and shall not impede the Town's snow removal on adjacent properties and the street right-of-way.
- (c) The Property Owner shall construct a public sidewalk on the Town's property in front of the building, in reasonably the same location as shown in Schedule E. It shall connect to the sidewalk described in 7(b) and shall continue across the driveway to connect to the existing adjacent sidewalk on the south end of the property. The sidewalk shall be constructed according to the Town's Design and Construction Standards, as relevant at the time of construction. The Property Owner shall enter into a construction agreement with the Town prior to constructing the sidewalk and upon completion, the sidewalk shall be conveyed to the Town
- (d) The commercial entrances and the main residential entrance facing King Street shall have barrier-free access from the sidewalk on King Street.
- (e) Any changes, deletions or additions of access points need prior approval by the Traffic Authority.
- (f) A minimum of 35 vehicular parking spaces shall be provided on the property.
- (g) A minimum of 36 bicycle parking spaces shall be provided on the property and may be located inside the building.

8. MAINTENANCE AND SOLID WASTE

- (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, other landscaping elements, amenity space, and the public space including the floating dock 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.
- (c) Any outdoor facilities for the storage of solid waste shall provide visual separation from adjacent residential development and public areas and not be located on the front or flankage yard of a property.

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 will have adequate 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 report 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. FLOOD MITIGATION

- (a) The Property Owner shall apply the mitigative measures to prevent flooding risk, as determined by a qualified person and outlined in the 388 King Street Development Flood Mitigation Report, in accordance with Schedule F.
- (b) The Property owner shall submit a detailed erosion control design report to the satisfaction of the Town Engineering prior to the issuance of the Development Permit.

12. CHANGES AND ALTERATIONS

- (a) All matters in this agreement not specified in Subsection 12(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); 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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*.

23. 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 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

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

AFFIDAVIT (CORPORATE)

I, Adam Barrett, of _____, Nova Scotia, make oath and say that:

1. I am the _____ of AMK Barrett Investments Inc., 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)
_____)

AMK Barrett Investments Inc.

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 **AMK BARRETT INVESTMENTS INC.**, 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

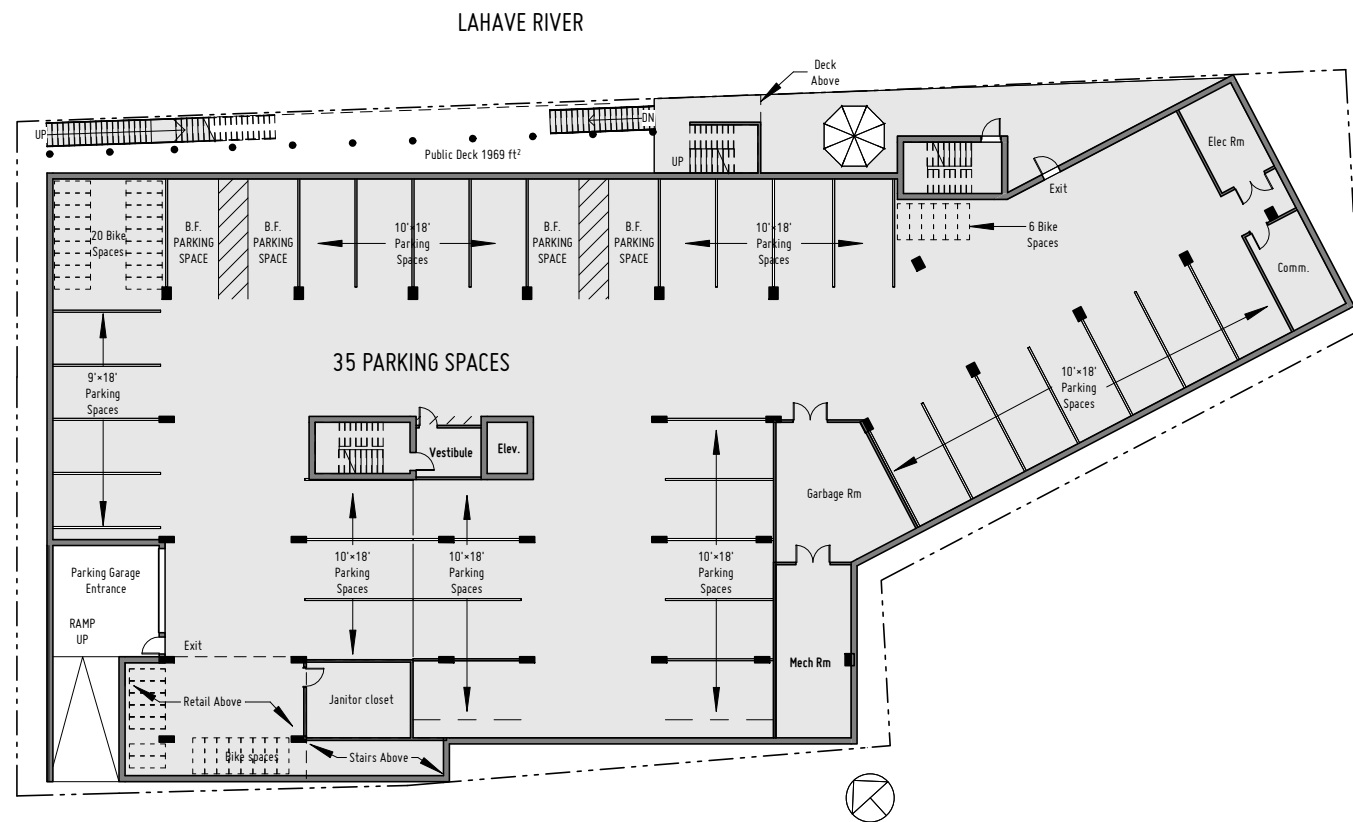
Description of Lands

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

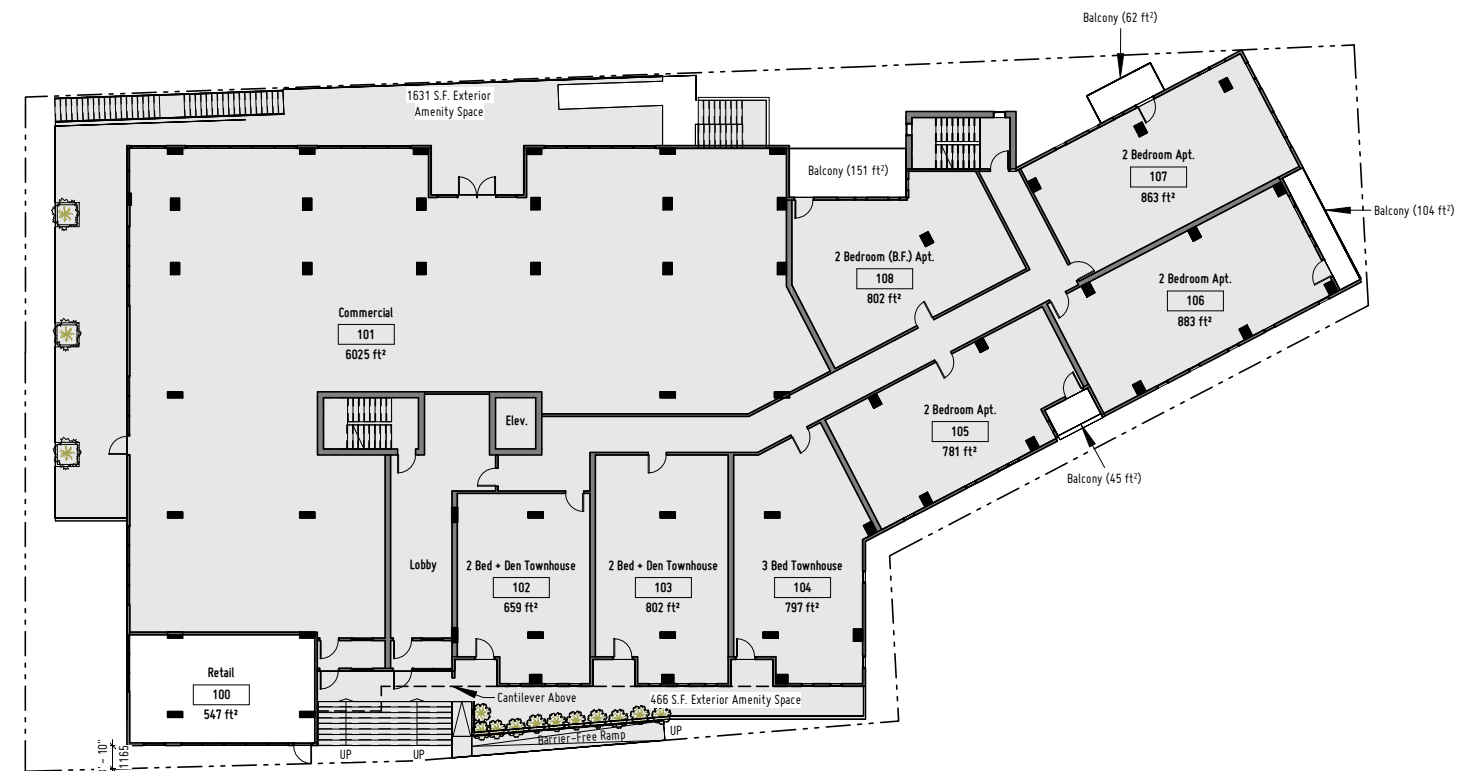


KING STREET

OVERALL AREAS (S.F.)

To Exterior Walls:	16 510
Parking:	13 617
Mechanical Room:	420
Electrical Room:	181
Communications Room:	150
Janitors Room:	220
Garbage Room:	425
Bike Storage:	833
Other - Circulation and Lobby:	664

1 LEVEL 0 - Parking
1/32" = 1'-0"



UNITS

2 Bedroom:	4
2 Bedroom + Den:	2
3 Bedroom:	1
Total:	7

OVERALL AREAS (S.F.)

To Exterior Walls:	14 690
Commercial:	6 572
Commercial - Exterior:	1 631
Residential:	6 067
Other - Lobby and Circulation:	2 120
Balconies:	362
Other - Exterior Amenity:	466

2 LEVEL 1 - Ground Floor Commercial and Residential
1/32" = 1'-0"



Project: 388 KING ST - Concept A
Subject: Conceptual Floor Plans - Parking Level & Level 1

Seal

1	Jun 21, 2021	Issued for Review
2	Aug 20, 2021	Issued for Review
3	Sep 08, 2021	Issued for DA Application
4	Aug 03, 2022	Issued for DA Application
5	OCT 20, 2022	Issued for Review
6	OCT 24, 2022	Issued for DA Application

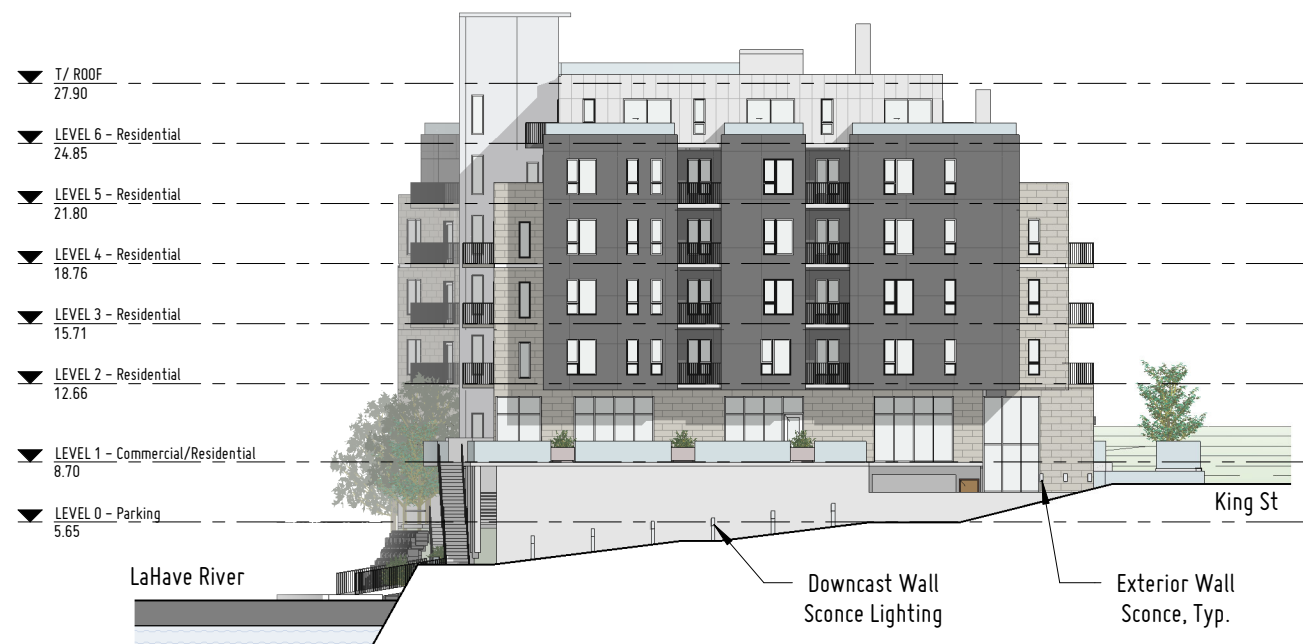
Date: FEB 03, 2021
Scale: 1/32" = 1'-0"
Drawn: NEL
Client Project No.
JAL Project No. 2020033



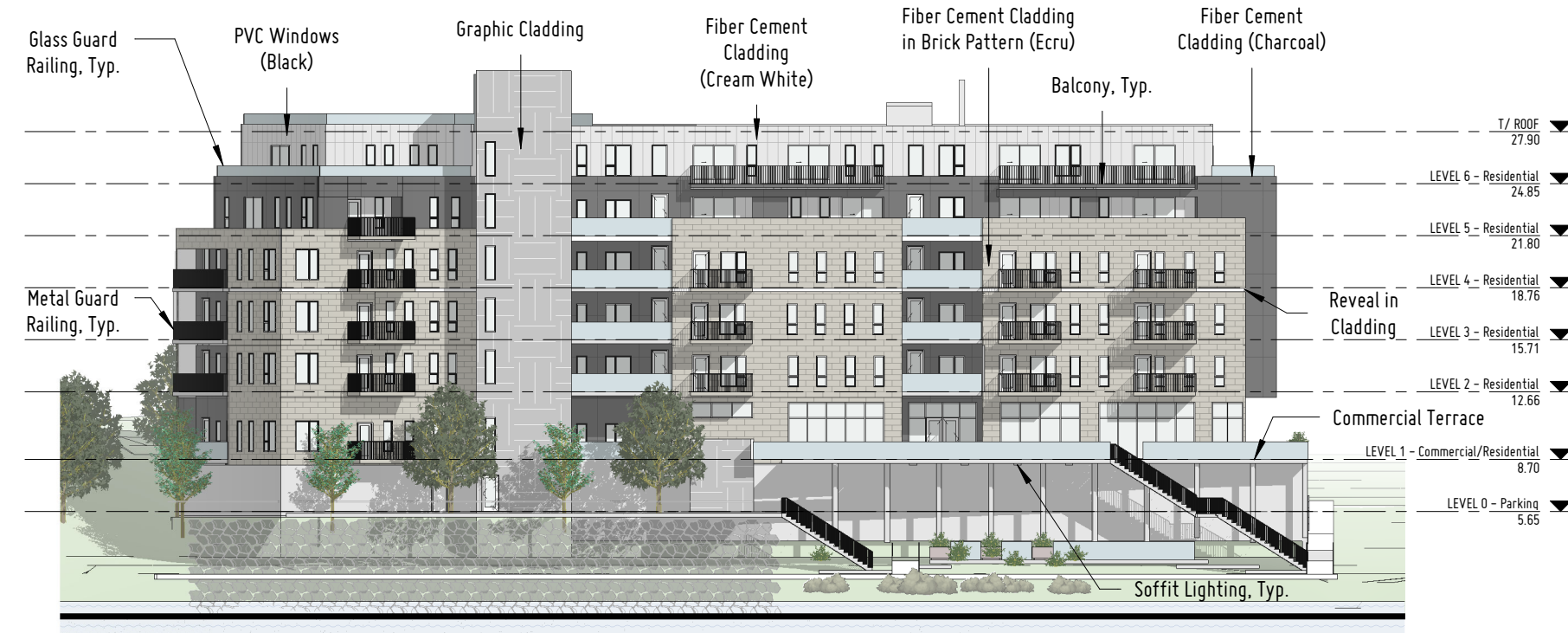
3 East Elevation
1/32" = 1'-0"



2 South Elevation Along King Street
1/32" = 1'-0"



4 West Elevation
1/32" = 1'-0"



1 North Elevation Along Lahave River
1/32" = 1'-0"



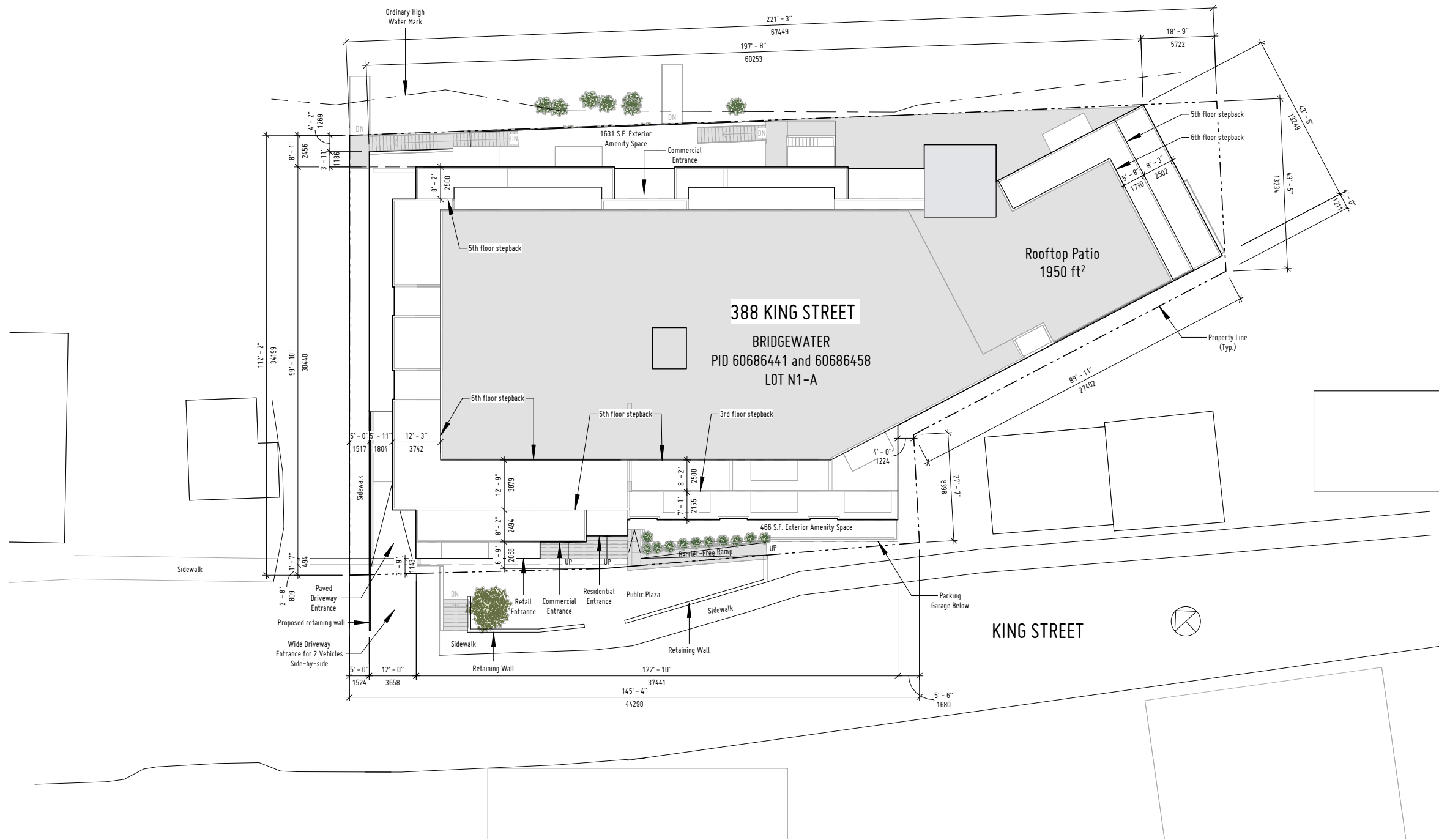
Project: 388 KING ST - Concept A
Subject: Conceptual Elevations

Seal

1	Jun 21, 2021	Issued for Review
2	Aug 20, 2021	Issued for Review
3	Sep 08, 2021	Issued for DA Application
4	OCT 18, 2022	Issued for Review
5	OCT 20, 2022	Issued for Review
6	OCT 24, 2022	Issued for DA Application

Date: DEC 21, 2020
Scale: 1/32" = 1'-0"
Drawn: NEL
Client Project No.
JAL Project No. 2020033

LAHAVE RIVER



AREAS in Square Feet (S.F.)

Property: 21011
 Building Footprint: 18072 (86%)

AREAS to Exterior

Parking	16890
Level 1	14800
Level 2	15200
Level 3	15200
Level 4	15200
Level 5	13500
Level 6	12150

Residential Unit Count

	1 Bed	2 Bed	2 Bed + Den	3 Bed	Totals
Level 1	0	4	2	1	7
Level 2	6	6	0	0	12
Level 3	7	8	0	0	15
Level 4	7	8	0	0	15
Level 5	8	6	0	0	14
Level 6	1	4	1	2	8
Totals	29	36	3	3	71

Area of Required Residential Amenity Space

Unit Type	1 Bed	2 Bed	2 Bed + Den	3 Bed	
Unit Count	29	36	3	3	
S.F./ Unit	162	216	216	269	Total Area
Totals	4698	7776	648	807	13929

Provided Amenity Space

Level 0	1969
Level 1	828
Level 2	950
Level 3	1327
Level 4	1069
Level 5	2498
Level 6	2328
Rooftop	1950
Totals	12,919

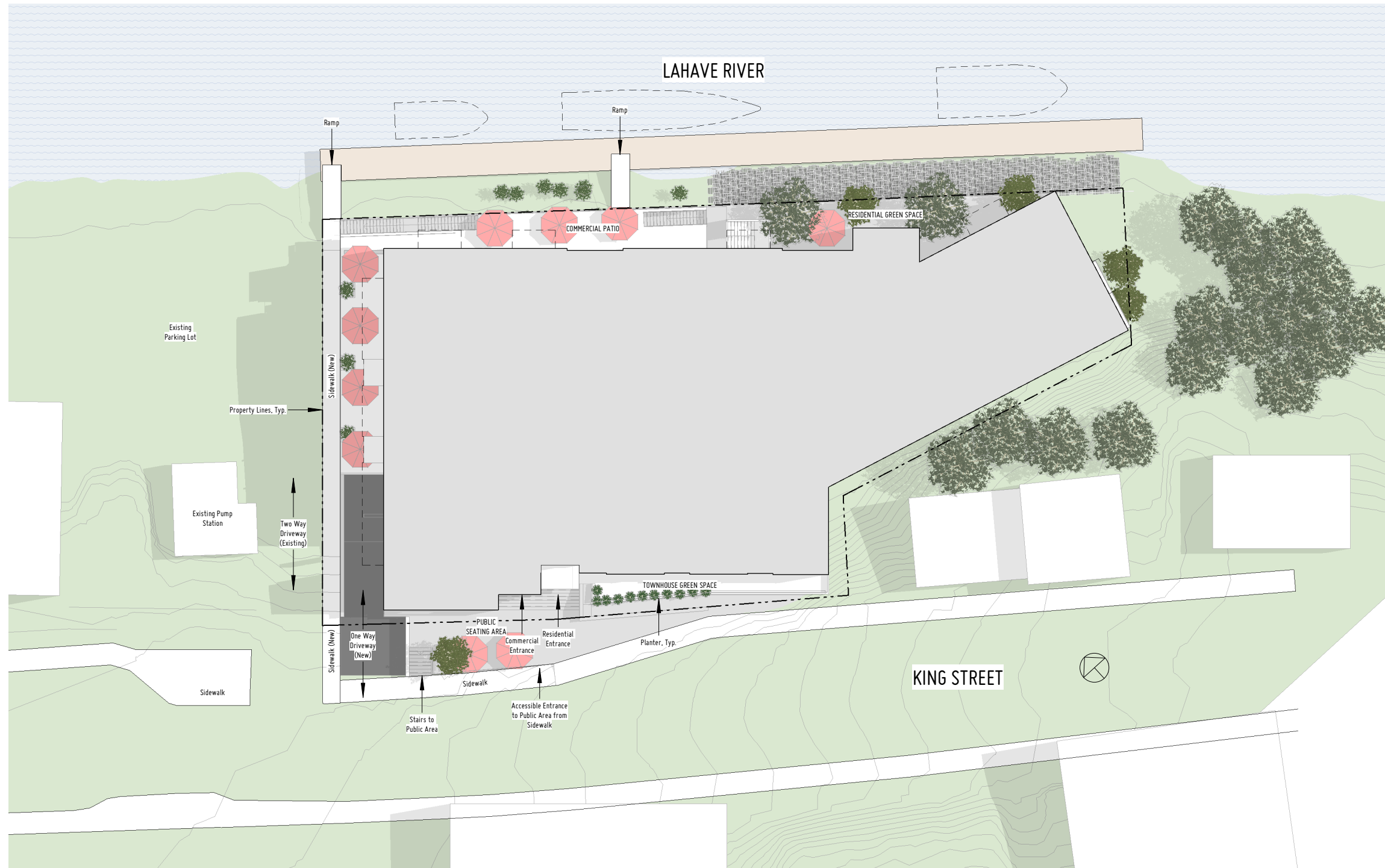


Project: 388 KING ST - Concept A
 Subject: Conceptual Site Plan

Seal

1	Jun 21, 2021	Issued for Review
2	Aug 20, 2021	Issued for Review
3	Sep 08, 2021	Issued for DA Application
4	Aug 03, 2022	Issued for DA Application
5	OCT 20, 2022	Issued for Review
6	OCT 24, 2022	Issued for DA Application

Date: DEC 21, 2020
 Scale: 1/30" = 1'-0"
 Drawn: NEL
 Client Project No.
 JAL Project No. 2020033



Project: 388 KING ST – Concept A
 Subject: Landscaping and Lighting Plan

Seal

1	Jun 21, 2021	Issued for Review
2	Aug 20, 2021	Issued for Review
3	Sep 08, 2021	Issued for DA Application
4	OCT 20, 2022	Issued for Review
5	OCT 24, 2022	Issued for DA Application
6		

Date: 03/25/21
 Scale: 1/32" = 1'-0"
 Drawn: NEL
 Client Project No.
 JAL Project No. 2020033



ABLE Engineering Services Inc.
5209 St. Margaret's Bay Road.
Tantallon, NS B3Z 1E3
O: (902)820-3255
F: (902) 820-3272

October 27th, 2022

Nick Brown
Development Officer
Town of Bridgewater

RE: 388 King Street Development – Bridgewater, NS PID: 60686441

Dear Mr. Brown,

The proposed development is located at 388 King Street, Bridgewater, Nova Scotia, PID: 60686441. The property is bound on the North by the LaHave River, on the East and West by privately owned lands and to the South by King Street. The total area of the property is approximately 1952 square meters. The existing property consists of a gravel parking lot and a garage/building. The proposed building/development will encompass the entirety of the lot.

The Town of Bridgewater has provided Able Engineering with a flood risk study of the surrounding area named Integrated River and Coastal Hydrodynamic Flood Risk Mapping of the LaHave River Estuary and Town of Bridgewater by Tim Webster, PhD dated January, 2013 and will be referenced in this report.

In this report environment Canada measurements of flow-discharge of the LaHave River upstream of the town were analyzed to calculate the return period of specific flood events, and the 50 year and 100 year return periods of flood events. The flows associated with these return periods were used to define the river discharge boundary and the tidal boundary for the simulation modeling. The tidal boundary used for the modeling consisted of a normal annual high tide as well as the simulation of a 3.5m storm surge.

For our proposed development at 388 King Street Able Engineering gathered existing topographic survey of the property and determined the ordinary high water mark along the LaHave River. The average OHWM of the LaHave River bordering the proposed development area is approximately 0.4m. Able Engineering was tasked to produce a proposed grading plan and proposed building floor elevations for the development. To calculate the proposed building floor elevations the OHWM of 0.4m, normal annual high tide of 1.5m (height provided in the flood report), as well as the min 3.5m storm surge event for a total of 5.500. The proposed basement floor elevation was then set to 5.650, and main floor elevation was set at 8.698. In the event that a 50 and 100 year storm event coincides with normal high tide, as well as the 3.5m storm surge event the proposed buildings basement level will be 0.15m above the flood level.

ABLE Engineering Services Inc.

ableinc.ca

info@ableinc.ca

4073 Highway #3
PO Box 959
Chester, NS B0J 1J0
O: (902) 273-3050
F: (902) 273-3072

4 Calkin Dr.
Kentville, NS B4N 3V7
O: (902) 678-2774
F: (902) 678-6990

5209 St. Margaret's Bay Rd.
Upper Tantallon, NS B3Z 1E3
O: (902) 820-3255
F: (902) 820-3272

To mitigate the basement of the proposed building from flooding during this max scenario storm event Able Engineering has designed a retaining wall from the basement garage entrance up to King Street. (See attached Site PDF). As stated above the max scenario storm event flood level with annual high tide and a storm surge of 3.5m will have a total elevation of 5.500. The proposed garage driveway ramp will have an elevation of 5.800 and slope down to the basement elevation of 5.650. The proposed top of retaining wall elevation will be set at 5.800 and have a max height of 1.450m. A detailed erosion control and river bank stabilization design will be provided prior to permit issuance.

In conclusion Able Engineering has reviewed the provided report Integrated River and Coastal Hydrodynamic Flood Risk Mapping of the LaHave River Estuary and Town of Bridgewater, the OHWM and existing topographic elevations of the property to determine the proposed basement floor elevation of the building shall be 5.650.

Jay Henman

Jay Henman, C.E.T

Marco Visentin

Marco Visentin, P.Eng

