

**DEVELOPMENT AGREEMENT
233 LOGAN ROAD,
BRIDGEWATER, NS**

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

BETWEEN: **Michelin North America (Canada) Inc**
 hereinafter called the “**Property Owner**”

OF THE FIRST PART

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 233 Logan Road (PID 60023454) (“the Property”), further described in Schedule A, for a manufacturing facility addition and

WHEREAS the Property is situated within an area designated ‘Industrial’ on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned ‘Industrial (M1)’ on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policy M-8 (c) of the Municipal Planning Strategy (December 2014) and Parts 7.2.2 (b) of the Land Use By-law (December 2014) allow Town Council to consider the proposed development on the Property only by Development Agreement; and

WHEREAS on _____, Council of the Town of Bridgewater approved a Development Agreement on the Property, to allow the proposed development, subject to the execution of the Development Agreement by the parties hereto; and

WHEREAS the Property Owner is the owner of the Property:

Now this agreement witnesseth that in consideration of the foregoing recitals and for other good and valuable consideration the parties hereto agree as follows:

1. SCHEDULES

The following attached Schedules shall form part of this Agreement:

- Schedule A: Description of Lands
- Schedule B: Elevation Drawings
- Schedule C: Site Plan

2. PERMITTED USE

That the development on the Property shall be limited to:

- (a) The use of the existing manufacturing facility and an addition to a maximum of 3200m² as shown on Schedule C; and
- (b) Those uses permitted in the underlying zoning by the Land Use By-law, as amended from time to time.

Except as otherwise provided in this Agreement, the provisions of the Land Use By-law, as amended from time to time, apply to any development on the Property.

3. BUILDING CHARACTERISTICS

- (a) The height and massing of the building additions shall be in reasonable accordance with the elevation drawings as shown in Schedule B.
- (b) The exterior design of the building additions shall be in reasonable accordance with the elevation drawings as shown in Schedule B.

4. BUFFERING AND LIGHTING

- (a) The Property Owner shall ensure that, wherever possible, existing trees and vegetation are retained during the early development stage and during construction.
- (b) The lighting on the property shall be sufficient enough to promote the safety and security of all users.
- (c) Any exterior lighting shall be positioned to minimize the illumination of surrounding areas and is located so that nearby properties and streets are not illuminated to the extent that a hazard or nuisance will result.

5. PARKING AND ACCESS

- (a) The Property Owner shall construct an access road that provides vehicular access through the site that is in substantively the same location as shown on the site plan in Schedule C.
- (b) Any changes, deletions or additions of access points need prior approval by the Traffic Authority.

6. 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.

7. SANITARY SEWER AND WATER SERVICES

- (a) The Property Owner shall prepare detailed submissions 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 sanitary sewer downstream of the development can accommodate any increased sewer flows and that the site has adequate water supply for fire protection purposes, to satisfaction of the Town Engineer prior to the issuance of the Development Permit.

8. 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.

9. 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; 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.

10. APPLICABILITY OF THE AGREEMENT

- (a) 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.

11. APPLICABILITY OF THE LAND USE BYLAW AND THE SUBDIVISION BYLAW

- (a) 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.

12. 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.

13. 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.

14. COSTS

- (a) 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.

15. FULL AGREEMENT

- (a) This Agreement constitutes the entire agreement and contract entered into by the Town and the Property Owner in relation to the Permitted Use as described in Section 2.

16. SEVERABILITY OF PROVISIONS

- (a) 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.

17. 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.

18. BREACH OF TERMS OR CONDITIONS

- (a) 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*.

19. 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 60023454, as described in Schedule A, having received the deed for 60023454 from The Bridgewater Industrial Commission dated January 14, 1970. I have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

Witness

JIM LEY
MICHELIN NORTH AMERICA (CANADA)
INC

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

JIM LEY
MICHELIN NORTH AMERICA (CANADA)
INC

TOWN OF BRIDGEWATER

Witness

DAVID MITCHELL, Mayor

Witness

TAMMY CROWDER, CAO

AFFIDAVIT (CORPORATE)

I, Jim Ley, of _____, Nova Scotia, make oath and say that:

1. I am the _____ of **Michelin North America (Canada) 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 Michelin North America (Canada) Inc and thereby bind Michelin North America (Canada) Inc.

SWORN TO at	,)	
in the County of	,)	
Province of Nova Scotia,	,)	Michelin North America (Canada) Inc
this day of	,)	
A.D., 2022, BEFORE ME:)	
)	
)	
_____)	_____
A BARRISTER OF THE SUPREME)	Per:
COURT OF NOVA SCOTIA)	
)	

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 **MICHELIN NORTH AMERICA (CANADA) 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

PID 60023454

Place Name: 233 Logan Road, Bridgewater

County: Lunenburg

Registration County: Lunenburg

Location: Bridgewater

Designation of Parcel on Plan: Lot IP-1

Title of Plan: Plan of Survey Showing Property of James W. Aulenback and Estate of Howard Aulenback, in the Town of Bridgewater, N.S., Under Conveyance to the Town of Bridgewater

Registration Date of Plan: January 1, 1981

Registration Reference of Plan: Plan Number P3831

Subject to an Easement Agreement between The Town of Bridgewater and The Nova Scotia Power Commission for the purpose of conveying electricity between the existing Milton-Blockhouse transmission line and the substation at the Michelin plant, said Easement Agreement being recorded at the Lunenburg county Registry of Deeds on March 19, 1971 in Book 143 at Page 215 as document number 57;

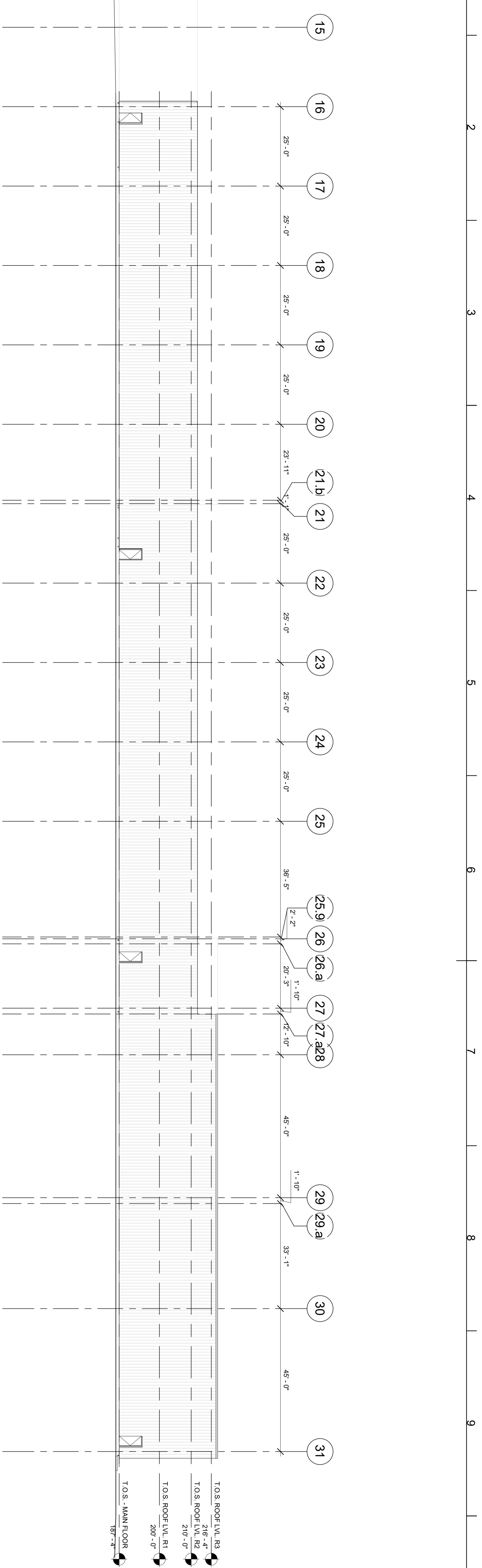
Saving and Excepting from Lot IP-1, Lot IP-1b as conveyed to The Town of Bridgewater by Deed recorded October 20, 1971 in Book 150 at Page 275;

Also Saving and Excepting from Lot IP-1, Lot IP-2 as conveyed to The Bridgewater

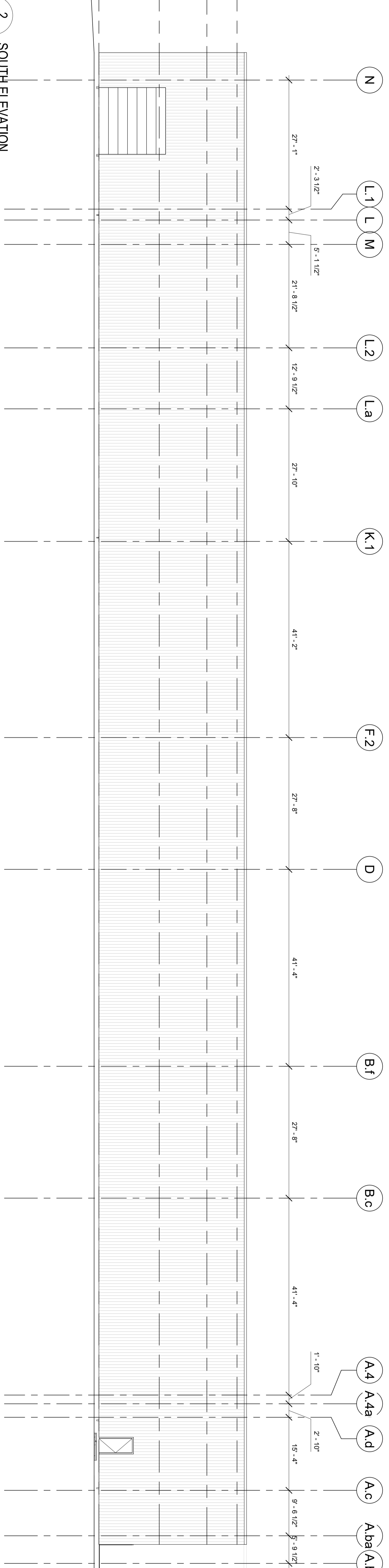
Development Commission by Deed recorded July 31, 1986 in Book 385 at Page 914;

Also Saving and Excepting from Lot IP-1, Lot M-1 as conveyed to Kevin and Janet Wagner by Deed recorded July 31, 1986 in Book 385 at Page 921.

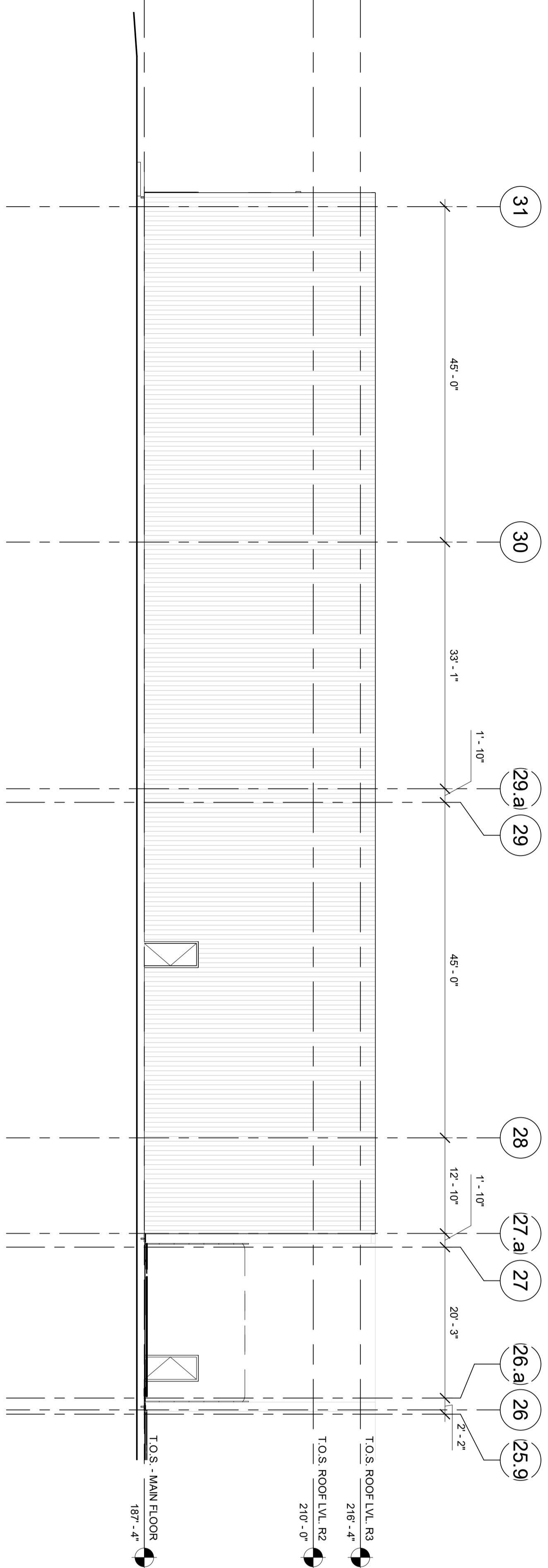
The parcel originates with an approved plan of subdivision that has been filed under the Registry Act at the Land Registration Office for the Registration District of Lunenburg County as Plan Number P3831.



1 WEST-ELEVATION
A-201 SCALE: 1/8"=1'-0"



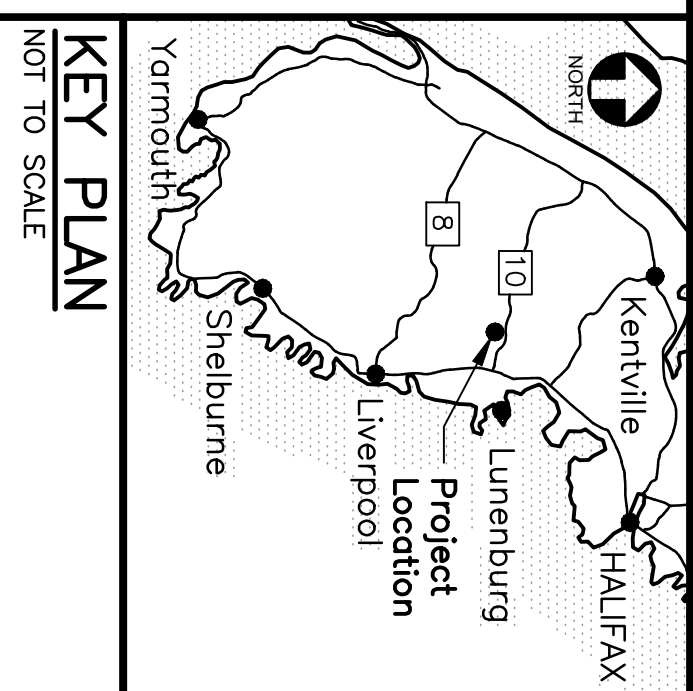
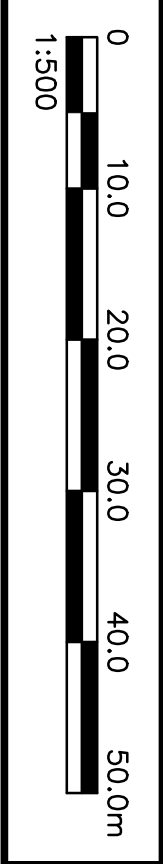
2 SOUTH ELEVATION
A-201 SCALE: 3/32"=1'-0"



3 EAST ELEVATION
A-201 SCALE: 3/32"=1'-0"

PRELIMINARY
NOT FOR CONSTRUCTION
(2021-10-21)

CBC		CONSTRUCTION	
PROJECT: NKU ADDITION BUILDING ELEVATIONS DATE: 10/21/21 BY: [Signature] CHECKED: [Signature] SCALE: AS SHOWN DRAWING NO: A-201 SHEET NO: 11 OF 12 REVISIONS: 1. 10/21/21 CSF 2. 10/21/21 CSF 3. 10/21/21 CSF 4. 10/21/21 CSF 5. 10/21/21 CSF 6. 10/21/21 CSF 7. 10/21/21 CSF 8. 10/21/21 CSF 9. 10/21/21 CSF 10. 10/21/21 CSF 11. 10/21/21 CSF 12. 10/21/21 CSF			

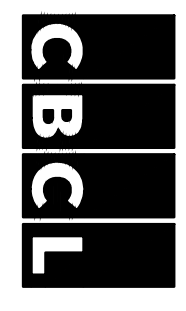


No.	Description	Date	By
C	ISSUED FOR IMPACT ASSESSMENT	DEC 10/21	AB
B	ISSUED FOR IMPACT ASSESSMENT	DEC 08/21	AB
A	ISSUED FOR INFORMATION	NOV 30/21	AB

Revision or Issue

MICHELIN NORTH AMERICA
CA2 PLANT BRIDGEWATER EXPANSION
PHASE 1
CIVIL

SITE PLAN



CBCL No	190430.00	Contract No	-	Date	MAR 2021	Scale	1:500
Designed	AE	Drawn	AE	Checked	AB	Approved	CT
				Sheet No	2 of 2	Drawing No	
				C02			