

**DEVELOPMENT AGREEMENT
287 KING STREET, PID 60033107
BRIDGEWATER, NS**

THIS AGREEMENT made this _____ day of _____, A.D. 2023.

BETWEEN: MAGGIE MCGILLIVRARY 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 use the property at 287 King Street (PID 60033107) (“the Property”), further described in Schedule A, for retail and personal service shops, and

WHEREAS the Property is situated within an area designated ‘Medium Residential’ on the Future Land Use Map of the Municipal Planning Strategy (December 2014), and zoned ‘Special Commercial C8’ on the Zoning Map of the Land Use By-law (December 2014); and

WHEREAS Policy C-56 (e) of the Municipal Planning Strategy (December 2014) and Parts 5.9.3 (e) 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

2. PERMITTED USE

That the development on the Property shall be limited to:

- (a) The use of the existing structure for retail sales and ancillary personal services.
- (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 shall not be substantially altered;
- (b) Any signage will be in keeping with the existing signage and will conform to the land use bylaw, as amended from time to time.

4. LIGHTING

- (a) The lighting on the property shall be sufficient enough to promote the safety and security of all users.
- (b) 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) A minimum of 4 vehicular parking spaces shall be provided, including one accessible parking space, on the Property.
- (b) A minimum of 2 bicycle parking spaces shall be provided on the property.
- (c) 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.
- (b) The Property Owner shall ensure that all 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.

7. SOLID WASTE

Facilities for the storage of solid waste shall provide visual separation from adjacent residential land uses and public areas.

8. STORMWATER MANAGEMENT

- a) 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 11(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

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

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 By-law 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

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

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.

16. 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.

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

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 endure to the benefit of, and be binding upon the Town and its successors and assigns and shall endure 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 60033107 as described in Schedule A, having received the deed from Howard V. Vantassel and Odette C Vantassel, dated February 17, 2022. I have not disposed of any interest in the property and there are no judgments or other liens or encumbrances affecting the property.

Witness

MAGGIE MCGILLIVRARY
MAGGIE MCGILLIVRARY LIMITED

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

MAGGIE MCGILLIVRARY
MAGGIE MCGILLIVRARY LIMITED

TOWN OF BRIDGEWATER

Witness

DAVID MITCHELL, Mayor

Witness

TAMMY CROWDER, CAO

AFFIDAVIT (CORPORATE)

I, Maggie McGillivray, of _____, Nova Scotia, make oath and say that:

1. I am the _____ of Maggie McGillivray Limited, 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 Maggie McGillivray Limited and thereby bind Maggie McGillivray Limited.

SWORN TO at	,)	
in the County of	,)	
Province of Nova Scotia,	,)	MAGGIE MCGILLIVRAY LIMITED
this day of	,)	
A.D., 2023, 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., 2023, 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., 2023, 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., 2023, 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 **MAGGIE MCGILLIVRARY 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

ALL that piece or parcel of land situate, lying and being in the Town of Bridgewater, in the County of Lunenburg, and Province of Nova Scotia, being more fully described as follows:

BEGINNING at the Northwestern corner of King and Cornwallis Streets, in the Town of Bridgewater aforesaid;

THENCE running along the Northwestern margin of said Cornwallis Street in a Southwesterly direction as far as the Northeastern side line of property of David Casely;

THENCE running in a Northwesterly direction along the said line of David Caselys property to the point thereon at which a line running parallel with the foundation of the garage building on the premises under description and at a distance of five feet from said foundation on the Southwestern side thereof will intersect the said line of David Caselys property;

THENCE running in a Northeasterly direction parallel with the garage foundation aforesaid at a distance of five feet therefrom until it intersects the Southwestern margin of King Street aforesaid;

THENCE running Southeasterly along said King Street to the place of beginning, TOGETHER WITH a right of way in, over and upon that certain lot, piece or parcel of land adjoining the above described lot of land described as follows:

Beginning at the Northeast corner of the above described lot of land and from;

THENCE running Northwesterly along the Southwestern side of King Street ten feet;

THENCE in a Southerly direction to a point on the Northwestern side line of the above described premises ten feet distant from the Northeast corner of the same;

THENCE ALONG THE SAID Northwestern side line ten feet to the place of beginning.

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

Compliance:

The parcel originates with an instrument (registration details below) and the subdivision is validated by Section 291 of the Municipal Government Act

Registration District: LUNENBURG COUNTY
Registration Year: 1941
Book: 105 Page: 545 Document Number: 852