

AND WHEREAS the proposed development of the Property has been considered at a Public Hearing held on April 17, 2024 and approved by a majority vote of the Town Council on April 17, 2024 pursuant to requirements of the Municipal Government Act;

NOW THEREFORE in consideration of the various covenants and benefits hereinafter set out in this Agreement, the parties hereto agree as follows:

1. Lands Subject to the Agreement

Lands subject to this Development Agreement shall include all those lands known as civic 209 St. George Street, Annapolis Royal, Nova Scotia Land Registry Information PIDs 05003777, 05311634, 05004221 and 05004213

2. Site Plan and Construction Details

That the Development of the Property comprised of the construction of a marquee on the existing main building entrance canopy together with installation of exterior lighting, the construction of a barrier free access ramp to the existing main building entrance and an addition to a portion of the existing structure located on Nova Scotia Land Registry Information PID 05311634 and PID 05004213 shall be undertaken in general conformity with the Jost Architects King's Theatre Renovations Marque & Rear Addition Overall Floor Plan Dwg. A-01, King's Theatre Renovations Exterior Views Dwg. A-02, dated 2023-11-21 and associated renderings attached as Schedule "A" of this Development Agreement.

3. Use and Occupancy of Existing Buildings and Property

Other than as provided for in Part 2 of this Development Agreement, the use and occupancy of the Property shall remain unchanged.

4. Matters Deemed Substantive

Any change to the proposed use and any change to the location, size and architectural design of the proposed Development shall be considered substantive. All other matters shall be considered non-substantive.

General Provisions

5. Subject to the provisions of this Development Agreement the Developer shall observe all related ordinances, by-laws and regulations of the Town and nothing in this Agreement shall exempt the Developer from obtaining and complying with any and all permits or approvals required by Provincial or Federal laws or regulations.
6. This Development Agreement shall be filed with the Land Registry Office at Kentville in the County of Kings and shall be binding on any subsequent owner or owners.
7. The provisions of this Development Agreement are severable from one another and the invalidity or unenforceability of one provision shall not prejudice the validity or enforceability of any other provision.
8. The Developer shall be liable for any damage caused to public or private property by Developer or any contractor or other individual doing work related to the development. The Developer shall indemnify the Town and save it harmless from any claim, cause of action, or liability in any way relating to the development. The Developer shall obtain and maintain in force throughout the course of construction on the development, liability insurance coverage to insure the responsibilities which the Developer is assuming in this section.
9. Upon the breach by the Developer of the terms or conditions of this Agreement, the Town may:
 - Apply for an injunction or injunction type relief; or
 - Prosecute under the Municipal Government Act, Land Use Bylaw or Building Bylaw, and/or Building Code Act; or
 - Sue for specific performance of any terms or conditions; or
 - Sue for breach of contract; or
 - Discharge this Agreement; or
 - After 30 days notice in writing, enter the Property and perform any obligation with which the Developer has failed to comply strictly; or
 - Undertake any remedies permitted by the Municipal Government Act; or
 - Take no action but by taking no action on any breach or violation shall not bar the Town from exercising its rights under the Development Agreement for any other or a subsequent or continuing breach or violation of the same nature; or

- Any combination of the above.

Any expenses incurred by the Town in exercising its rights under Part 11 shall be paid by the Developer to the Town. Such expenses may include, but are not limited to, costs incurred in returning property owned by the Town, or restoring the Property, to their original condition before the beginning of work on the development, costs incurred for entry on the Property and performance of the Developer's obligations, and all solicitors' fees and disbursements incurred in terminating or discharging this Development Agreement. Such expenses shall be payable by the Developer to the Town as a debt and may be recovered from the Developer by direct suit. They shall form a charge upon the Property. The Developer shall pay interest on any sum so expended by the Town at the same monthly rate charged by the Town for tax arrears on the outstanding balance from time to time. Such interest shall be treated as an expense.

10. The Developer warrants as follows:

No other entity has an interest in the Property which would require their signature on this Development Agreement to validly bind the Developer and that the Developer has obtained the approval of every other entity which has an interest in the Property whose authorization is required for the Developer to sign this Development Agreement to validly bind the Property. The Developer has taken all steps necessary to, and it has full authority to enter into this Development Agreement.

11. Any notice to be given under this Development Agreement shall be made in writing and either served personally or forwarded by courier or by registered mail, postage prepaid, if to the Town to:

Town of Annapolis Royal
285 St. George Street
Annapolis Royal, NS
B0S 1A0
Attention: Chief Administrative Officer

And to the Developer to:

King's Theatre Society
Box 161
Annapolis Royal, NS
B0S 1A0
Attention: J. Larkman, Recognized Agent

12. Upon execution and registration of this Development Agreement and upon submission of a completed application the Developer shall be entitled to receipt of a Municipal Development Permit and a Municipal Building permit for the purposes of undertaking the proposed development in accordance with the terms and conditions of this Agreement.
13. This Development Agreement may be terminated upon the Town satisfying itself that the terms and conditions of this Agreement have been fulfilled or by mutual consent of the Town and the Developer at any time.
14. Costs associated with the recording of this Development Agreement and all other aspects of processing this Development Agreement shall be the responsibility of the Developer.
15. This Development Agreement constitutes the entire agreement and contract entered into by the Town and the Developer. No other agreement or representation, oral or written, shall be binding.

THIS AGREEMENT shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, agents, successors and assigns.

IN WITNESS WHEREOF, this Agreement was properly executed by the respective parties on the day and year first above written

SIGNED, SEALED AND DELIVERED

In the presence of:

Witness

Per: King's Theatre Society
Janet Larkman, Recognized Agent

Witness

Amery Boyer
Mayor, Town of Annapolis Royal

Witness

Sandi Millett-Campbell
Chief Administrative Officer
Town of Annapolis Royal

Schedule "A", Site Plan and Construction Details



