

TOWN OF BRIDGEWATER LAND SALES & PRICING POLICY

Commercial and Industrial Lands

Policy No. 110

Approved: May 24, 2022

Amended: 24 November 2025

Resolution#: 22-131

Resolution#: 25-221

1. PURPOSE

The purpose of this policy is to define the Town's land sales process and clarify how the Town of Bridgewater determines and periodically adjusts the selling price of lands zoned for commercial or industrial use (based on prevailing market conditions, demand and costs associated with the development and sale of land) therein to facilitate new employment, business creation and industrial or commercial growth.

2. SCOPE

2.1 Land owned by the Town of Bridgewater and zoned for commercial, business or industrial use, fall within the scope of this policy.

2.2 Council may periodically add other lands to the scope of this policy.

2.3 All employees of the Town of Bridgewater and contract professionals involved in the sale of Town-owned lands fall within the scope of this policy.

3. DEFINITIONS

- **CAO** | Chief Administrative Officer of the Town of Bridgewater.
- **DEVELOPMENT** | Any erection, construction, alteration, replacement or relocation of or addition to any structure and any change or alteration in the use made of land, buildings or structures.
- **COMMENCEMENT OF CONSTRUCTION** | Issuance of Building Permit.
- **SUBSTANTIAL COMPLETION** | Issuance of Occupancy Permit.
- **COMPLETION OF CONSTRUCTION** | Completion of the Development, including building, required inspections and approvals, and additional items such as landscaping, paving and curbing, and fencing as required.
- **LOT(S)** | means any parcel to be created by the filing of a plan of subdivision.
- **LOT PRICE(S)** | The cost of a Lot that will be charged to a Buyer, under an Agreement of Purchase and Sale exclusive of the Harmonized Sales Tax or Deed Transfer Tax.
- **BUYER** | Person or entity that is the recipient of commercial or industrial lands in the Town of Bridgewater through an Agreement of Purchase and Sale with the Town.

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- **SELLER** | The Town of Bridgewater as Owner of commercial and industrial lands for sale in the Town of Bridgewater.
 - **PLAN OF SURVEY** | Legal description of land or survey plan that has or shall be registered with the Nova Scotia Land Registry Office.
 - **SUBDIVISION** | means the division of any area of land into two or more parcels and includes a re- subdivision or a consolidation of two or more parcels.
 - **DATE OF CLOSING** | The calendar date on which the land transaction is completed.

4. POLICY STATEMENT

4.1 General

4.1.1 The Town of Bridgewater is owner, in fee simple, of vacant commercial and industrial lands, located within the boundaries of the Town of Bridgewater.

4.1.2 The Town of Bridgewater encourages industrial and commercial development of these lands to contribute to the social and economic well-being and development of the Town.

4.1.3 The Town of Bridgewater will pursue the further expansion and development of its commercial and industrial lands in a well-planned, phased manner with consideration of the Town's existing and planned service infrastructure.

4.1.4 The Town of Bridgewater shall allocate the proceeds of all land sales to its capital reserves and dedicate these proceeds to further investment in necessary infrastructure to develop future phases and acquisition of additional lands for the purposes of expanding commercial and industrial development within the Town.

4.2 Lot Pricing

4.2.1 In accordance with Section 50(5)(b) of the *Municipal Government Act*, the Town of Bridgewater sets Lot Prices for commercial and industrial land based on market value. In addition to market value, Lot Prices are established as much as possible, to recover the costs of lot preparation, municipal servicing and street construction and reflect location, site condition and land deficiencies or constraints. This is indicated in the price per square meter.

4.2.2 The Lot Price is based on the price per square meter. The area of the Lot, as determined by the Plan of Survey, multiplied by the Lot Price per square meter determines the selling price.

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- 4.2.3 Lot Prices are approved by the Bridgewater Town Council based on 4.2.1 and 4.2.2 above and reviewed at least once annually to ensure they are aligned with prevailing market conditions.
- 4.2.4 Current market value will be determined using property valuation or appraisal professionals and industry-accepted methodologies. Such assessment activity will consider local land transactions both within and beyond the boundaries of the Bridgewater Business Park, current pricing in other industrial parks in Nova Scotia and any other real estate market activity deemed appropriate.
- 4.2.5 The Chief Administrative Officer of the Town of Bridgewater, in consideration of the best interests of the Town, shall determine a Lot Price for the sale of commercial and industrial Lots when a subdivision process is required prior to the purchase, or the Lot is more than 12,140.6 square meters (3 acres) in size.

4.3 Real Estate Brokerage Commission

- 4.3.1 For the purchaser or buyer who chooses to use the services of a registered real estate professional at “arm’s length” to the purchase, the Town of Bridgewater will pay a real estate commission on the sale of Lots, provided the real estate broker does not also represent the Town of Bridgewater in the transaction.
- 4.3.2 Commission Rate:
- a) The Town of Bridgewater will pay a real estate commission of six percent (6%).
 - b) The real estate brokerage commission will be set by Bridgewater Town Council and may be changed by a motion of the Council.
 - c) The broker shall provide the Town of Bridgewater a copy of their Nova Scotia Real Estate Broker and Salesperson License from the Nova Scotia Real Estate Commission prior to the execution of the Agreement of Purchase and Sale.
 - d) If, for any reason, the transaction does not close, the Town of Bridgewater is not responsible for the payment of the real estate commission nor is the Town of Bridgewater liable for any other payments, penalty, action or future consideration to the broker.

4.4 Agreement of Purchase and Sale

- 4.4.1 The Town of Bridgewater’s Chief Administrative Officer, or designate, may negotiate terms and conditions for the sale of commercial and industrial Lots that vary from those contained in the Town of Bridgewater Agreement of Purchase and Sale shown as **Attachment A**, and in accordance with clause 5.3, in consideration of the best interests of the Town of Bridgewater,

including but not limited to what constitutes the value of investment required by the Buyer, and any timeframes identified for the completion of the Development. Factors for consideration include employment creation, long term growth potential, estimated commercial assessment, compatible nature of the business, and related matters.

4.4.2 The Terms and conditions for the sale of commercial and industrial Lots are set out in the Agreement of Purchase and Sale and include but are not limited to:

a) **Deposit:**

- i) Purchasers must apply to purchase a lot by completing the Application to Purchase form shown as **Attachment B**, a Schedule to the Agreement of Purchase and Sale, and submitting a 10% deposit against the final purchase price within 48 hours of an accepted application.
- ii) The deposit shall be returned to the Purchaser, without interest, in the event that the Town of Bridgewater fails to fulfil the Terms of the Agreement.
- iii) The deposit shall be forfeited should the Purchaser fail to complete the sale in accordance with the terms of the Agreement of Purchase and Sale in addition to any other rights, costs or damages that the Town of Bridgewater may otherwise be entitled to.

b) The execution of the Town of Bridgewater Buy-Back Agreement shown as **Attachment C**, a Schedule to the Agreement of Purchase and Sale, prior to Closing.

c) **Construction Timelines:**

- i) Commencement of Construction for the entire Commercial Development shall be within sixteen (16) months of the execution date of the Purchase and Sale Agreement. Commencement shall be evidenced by the issuance of a Building Permit or shall be extended to twenty-four (24) months if a Development Agreement is required.
- ii) Substantial Completion for the entire Commercial Development shall be achieved with the issuance of an Occupancy Permit no later than twenty-four (24) months from the execution date of the Purchase and Sale Agreement.
- iii) Completion of Construction for the entire Commercial Development shall be achieved within thirty-six (36) months from the execution date of the Purchase and Sale Agreement.

5. RESPONSIBILITIES

- 5.1 Council retains ultimate responsibility for all Agreements of Purchase and Sale and the conditions and obligations contained therein.
- 5.2 The CAO may negotiate and include additional items not in conflict with the specific provisions outlined in Section 4.2, 4.3, and 4.4 and deemed appropriate for an individual Agreement of Purchase and Sale after consideration of:
 - a) Legal Advice;
 - b) Best interests of the Town; and
 - c) The needs of the potential Purchaser or Buyer.
- 5.3 The CAO may consider a variance of up to 15% in price calculation, as outlined in Section 4.2.1 and 4.2.2, in accordance with market value where conditions evolve or change significantly within the timeframe outlined in Section 4.2.3. Variances beyond 15% would be referred to Council for approval.
- 5.4 The CAO and/or their designate, will maintain adherence to this policy in all transactions and provide recommendations to the CAO with respect to individual agreements and the application of this policy.
- 5.5 The CAO and/or their designate shall report all completed land transactions to Town Council.
- 5.6 The CAO and/or their designate, shall:
 - a) Periodically review and update (at least annually) the following:
 - i) Town of Bridgewater Agreement of Purchase and Sale;
 - ii) Town of Bridgewater Buy-Back Agreement (Schedule C).
 - b) Post the documents outlined in 5.6(a) on the Town of Bridgewater website for public availability.

ATTACHMENT "A"
AGREEMENT OF PURCHASE AND SALE

1. _____ acting and/or operating under the business name of _____ hereinafter called the "Buyer", having inspected the following described property, hereby offer to buy from the Town of Bridgewater, hereinafter called the "Seller", that property known as Lot#: _____, Bridgewater Business Park, Bridgewater, Lunenburg County, Nova Scotia (PID# _____ or portion thereof), more specifically described in Schedule "A" at a price of \$ _____ CAD dollars (\$000,000.00) plus HST payable in Canadian funds, subject to the following terms.
- a) The Buyer submits a ten percent (10%) deposit upon completion of the Application to Purchase, to be held in trust and credited towards the purchase price upon completion of this Agreement. The deposit shall be returned to the Buyer, without interest, in the event the Town (the Seller) fails to fulfill the terms of this Agreement. In the event the Buyer does not complete the Closing of the Agreement, the Buyer shall forfeit the Deposit in addition to any other claims the Town (the Seller) may have against the Buy for its failure to complete this Agreement. The Town (the Seller) is not responsible for the payment of real estate commissions or any other payments, penalties, actions or future consideration if, for any reason, the transaction does not close.
 - b) Subject to the Buyer arranging financing for the purchase of the property and the construction of its intended buildings, same to be deemed arranged unless the Seller or its solicitor is notified to the contrary in writing by (YYYY/MM/DD).
 - c) No building or structures shall be used for purposes other than those permitted by zoning and the provisions of the Land Use By-Laws of the Town.
 - d) The Buyer, at its expense, may have a geotechnical assessment or other due diligence conducted on the property, provided the Seller is given reasonable notice and consents to the work and the property is returned to the condition it was in prior to the due diligence. The results of the due diligence shall be deemed to be satisfactory unless the Seller is notified in writing by (YYY/MM/DD). If notice to the contrary is provided it shall be accompanied by a copy of any reports on the due diligence following which either party shall be at liberty to terminate this Agreement and the Buyer's deposit shall be returned in full without interest or penalty.

- e) The Buyer shall obtain all permits, license and approvals including environmental approvals for construction of its intended development as set out in the Application to Purchase, attached hereto as Schedule "B".
 - f) Executing a Buy-Back Agreement prior to Closing, the required form of which is attached hereto as Schedule "C".
2. Vacant possession to be given by the Seller on or before the ____ day of _____, 20__, A.D. (hereinafter referred to as the Closing Date).
 3. Within ten (10) days of acceptance of this Offer the Seller shall provide, to the Buyer, the applicable PID(s) for the property whereof the Buyer is allowed seven (7) business days to investigate title to the property, which the Buyer shall do at the Buyer's expense. If within that timeframe any valid objection to title is made in writing to the Seller, which the Seller is unable or unwilling to remove and which the Buyer will not waive, this Agreement shall be null and void and the deposit herein shall be returned to the Buyer, and without liability by the Seller for any expenses incurred or damages sustained by the Buyer.
 4. The Buyer acknowledges that this transaction is subject to Harmonized Sales Tax under Part IX of the *Excise Tax Act R.S.C. 1985, c. E-15* as amended (the "Act"), hereinafter referred to as "HST", and such HST shall be in addition to the Purchase Price and paid by the Buyer to the Seller on the Closing Date; provided, however, in the event the Buyer is an HST registrant on the Closing Date, the Buyer covenants to:
 - a) Self-assess and remit any HST to the Receiver General of Canada and/or provincial agency, if applicable, when and to the extent required by the *Act* or relevant provincial legislation and;
 - b) Indemnify the Seller for any amounts for which the Seller may become liable as a result of any failure by the Buyer to pay the HST in respect of the purchase and sale under the *Act* and/or other taxes pursuant to relevant provincial legislation and;
 - c) Provide a Statutory Declaration pursuant to S.221(2) of the *Act*, on closing confirming its HST registration number under the *Act*.

5. On the Closing Date, the Buyer shall pay the balance of the Purchase Price to the Seller by certified cheque or solicitor's trust cheque. Interest, municipal taxes and other matters normally adjusted for properties of this nature, including betterment charges and capital charges for utility or municipal services, whether billed or not, shall be adjusted between the Seller and the Buyer as of the Closing Date and paid by the Seller on or before the Closing Date.
6. On the Closing Date, the Property shall be conveyed by the Seller to the Buyer by Warranty Deed drawn at the expense of the Seller and delivered to the Buyer by the Seller upon payment of the Purchase Price. On the Closing Date, the Seller and the Buyer shall comply with the applicable provisions of the Harmonized Sales Tax legislation and the Municipal Deed Transfer Tax and Applicable Infrastructure Taxes. The taxes to be paid on the purchase of the Property by the Buyer as required by the Harmonized Sales Tax legislation and the Municipal Deed Transfer Tax and Applicable Infrastructure Taxes are not included in the Purchase Price for the Property and are to be paid separately at Closing.
7. The Property shall be conveyed free from any encumbrances except as to easements, registered restrictions or covenants that do not materially affect the enjoyment of the property and except as otherwise provided for herein. The terms, conditions and covenants contained herein shall survive the closing of this transaction.
8. Unless otherwise specifically agreed upon in writing by the Buyer and the Seller, the Property is conveyed on an "as is where is" condition as of the date of Closing.
9. The Seller and the Buyer acknowledge and agree that the Seller shall not be deemed as making any representations or warranties to the Buyer with respect to the condition of the Property. The Buyer shall be solely responsible for carrying out all appropriate site investigations and ensuring that the Property and the Development on the property are in compliance with all applicable building and environmental regulations, including, without limitation the following:
 - a) The Buyer acknowledges that the Property may have been rough graded and filled by the Seller;
 - b) The Buyer accepts that there may be significant variations in bearing capacity on and throughout the site.

- c) The Buyer shall be solely responsible for carrying out any necessary soil investigations of the property to determine its load bearing capacity and suitability for the proposed development on the Property;
 - d) The Buyer shall be solely responsible for determining that the property and the development on the property comply with all applicable building and environmental regulations; and
 - e) That the foregoing representations as to possible variations in soil bearing capacity, shall not be modified or varied in any manner whatsoever as a result of any oral or written communication to the Buyer by the Seller, its contractors, consultants, or other servants and agents. The provision of any information to the Buyer by the Seller, its consultants or contractors, is a courtesy alone and in no way relieves the Buyer of its obligations to secure adequate soil testing for its development.
10. The Seller, at its expense, will prepare a Plan of Survey and Legal description of the Property to be conveyed to the Buyer in advance of the Closing Date.
 11. The Property shall be and remain the responsibility of and at the risk of the Seller pending closing.
 12. Time shall in all respects be of the essence in the Agreement. In the event of a written agreement of extension, time shall continue to be of the essence.
 13. This Agreement shall ensure to the benefit of, and be binding upon, the parties hereto, their respective heirs, executors, administrators, successors and assigns.
 14. This Agreement is to be read with all changes of gender or number required of the context.
 15. This Agreement shall be interpreted in accordance with the laws of Nova Scotia.
 16. This Agreement shall be read together with, and is not intended to conflict with, the Application to Purchase and the Buy-Back Agreement. In the event of a conflict between the terms of this Agreement and the Application to Purchase or Buy-Back Agreement, the terms and conditions of this agreement shall govern.

17. The Seller and Buyer agree to be bound by offers and counteroffers and related documentation that may be transmitted electronically and that reproductions of the signatures therein will be treated as originals.

18. Both parties to this Agreement understand and agree that the terms, conditions and covenants of clauses 1(c), 1(e), 9, 13, 14, 15, and 16 of this Agreement shall survive closing.

19. This offer shall be open for acceptance until _____ o'clock on the _____ day of _____, 20____.

Dated at _____, Nova Scotia
This _____ day of _____, 20_____.

Signatures for _____
(Buyer Company Name)

Witness

1st Buyer's Signature

Printed Name

1st Buyer's Printed Name

Witness

2nd Buyer's Signature

Printed Name

2nd Buyer's Printed Name

20. We hereby accept the above offer and agree to sell on the terms therein set forth.

Dated at _____, Nova Scotia
This _____ day of _____, 20_____.

Witness

Seller/Per: Mayor/Deputy Mayor

Witness

Seller/Per: Tammy CROWDER,
Chief Administrative Officer

SCHEDULE "A"
PROPERTY DESCRIPTION & PLAN OF SURVEY

ATTACHMENT "C"
SCHEDULE "C" - TOWN OF BRIDGEWATER BUY-BACK AGREEMENT

This **BUY-BACK AGREEMENT** dated the ____ day of _____, 20__.

BETWEEN:

TOWN OF BRIDGEWATER, a municipal body corporate
 (hereinafter called the "**Town**")

OF THE FIRST PART

- and -

_____ having a registered office at
 _____, in the County of _____, Province
 _____.

(hereinafter called the "**Purchaser**")

OF THE SECOND PART

WHEREAS by an Agreement of Purchase and Sale dated the _____ day of _____, 20__, (the "Agreement of Purchase and Sale"), the Town agreed to sell, and the Purchaser agreed to purchase the property described in Schedule "A" hereto (the "Property").

AND WHEREAS the Agreement of Purchase and Sale refers to a buy-back agreement, intending to be the within agreement;

WITNESSETH THAT in consideration of the mutual covenants contained herein and the consideration of the sum of One Dollar (\$1.00) paid by each of the parties hereto to the other, the receipt and sufficiency of which is hereby acknowledged, the Town and the Purchaser agree as follows:

A. DEFINITIONS

In this agreement, the following words shall have the following meanings:

- **Agreement** means this Buy-Back Agreement.
- **Agreement of Purchase and Sale** means the Agreement of Purchase and Sale between the Purchaser and the Town dated the _____ day of _____, 20__.

- **Closing** means the closing date as set out in the Agreement of Purchase and Sale or such other closing date for the sale of the Property as agreed to by the Town in writing. With respect to a future owner of the Property, "Closing" means the closing date as set out in the Agreement of Purchase and Sale to which the future owner is a party or such other closing date for the sale of the Property as agreed to by that future owner in writing.
- **Commencement of Construction** means the issuance of a Building Permit for the Development.
- **Development** means the buildings and other infrastructure the Purchaser intends to build on the Property as set out in an Application to Purchase dated the ___ day of _____, 20__ or such other development approved in writing by the Town.
- **Fee** means the fee referred to in Clause 9.
- **Property** means the property described in the Schedule "A" hereto.

B. REGISTRATION OF AGREEMENT

1. This Agreement shall constitute a first charge on the Property which may be registered as presently constituted or, alternatively, at the sole election of the Town, a Notice of Agreement will be registered at the Registry of Deeds against the title of the Property.

C. MINIMUM VALUE OF DEVELOPMENT

2. The Development shall ideally result in a total assessed value of all land and buildings on the Property of at least \$350,000 per acre purchased in the Bridgewater Business Park based on the number of acres purchased.
3. The Development shall be in accordance with the provisions of the Land Use By-Laws of the Town. Any changes to the proposed Development shall be approved in writing by the Town.

D. COMMENCEMENT & COMPLETION OF CONSTRUCTION

4. Commencement of Construction for the entire Commercial Development shall be within sixteen (16 months) of the execution date of the Purchase and Sale Agreement. Commencement shall be evidenced BY the issuance of a Building Permit or shall be extended to twenty-four (24) months if a development Agreement is required.

5. Substantial Completion for the entire Commercial Development shall be achieved with the issuance of an Occupancy Permit no later than twenty-four (24) months from the execution date of the Purchase and Sale Agreement.
6. Completion of Construction for the entire Commercial Development shall be achieved within thirty-six (36) months from the execution date of the Purchase and Sale Agreement.

E. TOWN'S RIGHT TO BUY-BACK THE PROPERTY

7. If, no earlier than twenty-four (24) months from Closing, the Purchaser has not complied with the provisions of Clauses 2, 3, 4 or 5 of the Agreement, the Town may buy-back the Property.
8. If the Town elects to buy-back the Property, the purchase price shall be the same price paid to the Town by the first purchaser that purchased the Property from the Town, less:
 - a) the cost of reinstating the Property to its condition at Closing if the Town, in its sole discretion, decides not to accept the Property in its condition on the date that the Town decides to exercise its right to buy-back the Property,
 - b) the Town's legal fees incurred to buy-back the Property, and
 - c) the Town's administration costs to buy-back the Property. The cost of reinstatement and administration costs shall be determined by the Town in its sole discretion.
9. If the Development is substantially complete to the roof-tight construction stage as confirmed by a Town Building Inspector, the Purchaser shall be entitled to request a release of this Agreement from the Town and the Town shall provide same to the Purchaser, and the Purchaser shall be responsible for its registration.

F. TOWN'S RIGHT OF FIRST REFUSAL

10. If the Purchaser decides to sell all or a portion of the property prior to the Commencement of Construction and receives a Bonafide offer from a third-party purchaser that the Purchaser is willing to accept, the Town shall have a right of first refusal to purchase same as follows:

- a) The Purchaser shall provide the Town with notice of the offer in writing, and the Town shall have fourteen (14) business days from receipt of the notice to exercise its right of first refusal and agree to purchase the lands for the same price and on the same terms as set out in the offer.
- b) If the Town does not notify the Purchaser in writing that it has decided to exercise its right of first refusal within fourteen (14) business days then the Town shall be deemed to have not exercised its right of first refusal and the Purchaser may sell the lands in accordance with the offer.
- c) This right of first refusal shall be terminated and be of no force or effect from and after the date that construction of the Development is complete, including landscaping, paving and curbing, and fencing as required and duly signified by issuance of an occupancy permit by the Town.

G. GENERAL

11. The terms, conditions and covenants of this Agreement shall survive Closing.
12. This Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, including successors in title, and shall run with the land which is subject of this Agreement and more particularly described in Schedule "A" hereto, until such time as it is discharged by the Town.

SIGNATURE PAGE TO FOLLOW

CANADA, NOVA SCOTIA, LUNENBURG COUNTY

On this ____ day of _____, 20____, before me, the subscriber(s) personally came and appeared _____, the subscribing witness(es) to the foregoing indenture, who being by me sworn, made oath, and said that the 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 thereunto affixed in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

CANADA, NOVA SCOTIA, LUNENBURG COUNTY

On this ____ day of _____, 20____, before me, the subscriber(s) personally came and appeared _____, the subscribing witness(es) to the foregoing indenture, who being by me sworn, made oath, and said that _____, holding the position of _____ and _____ holding the position of _____, signed the same affixed the seal of the Company thereto in his/her presence.

A Commissioner of the Supreme Court of Nova Scotia

SCHEDULE "A"
LEGAL DESCRIPTION OF PROPERTY
(PROPERTY ONLINE AND PLAN OF SURVEY)