

Case No: DA-2022-XX

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2021.

Between:

**NovaView Developments Ltd.** (owner of property located at Lot 2021-2R Walter Purdy Avenue [PID 25002122], hereinafter called the "Owner"),

of the one part, and

**The Town of Amherst** (a body corporate in the Province of Nova Scotia, hereinafter called the "Town"),

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy RP-9 of the Municipal Planning Strategy of the Town of Amherst, to construct three 54-unit apartment dwellings on property located at Lot 2021-2R Walter Purdy Avenue (PID 25002122).

AND WHEREAS a condition of the granting of approval of Council is that the Owner enter into an Agreement with the Town;

AND WHEREAS the Council of the Town, at its meeting on the \_\_\_\_<sup>th</sup> Day of \_\_\_\_\_ 2022, approved the said Development Agreement, subject to the registered Owner of the land described herein entering into this Agreement;

AND WHEREAS the following Schedules shall be attached to and form part of this Agreement:

- (a) Schedule 'A' - Terms and Conditions
- (b) Schedule 'B' - Property Location Map
- (c) Schedule 'C' – Site Plan
- (d) Schedule 'D' – Building Elevation

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT in consideration of the granting by the Town of the Development Agreement requested by the Owner, the Owner agrees as follows:

- 1) That the Owner is the registered owner of the aforesaid Lands in the Town of Amherst, hereinafter called the "Lands". The aforesaid Lands are the only lands in the Town of Amherst to which this Agreement applies, and the Lands are illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may construct three (3) Apartment Buildings, each with fifty-four (54) dwelling units on the said Lands, subject to Schedules A, B, C, and D attached.
- 3) Nothing in this Agreement shall exempt or be taken to exempt the Owner or any other person from complying with the requirements of any Bylaw 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, act, or regulation.

- 4) Any failure of the Town to insist upon strict enforcement of any requirements or conditions contained in this Agreement shall not be deemed a waiver of any rights or remedies that the Town may have and shall not be deemed a waiver of any subsequent breach or default in the conditions or requirements contained in this Agreement.
- 5) Should the Owner fail to act in accordance with any aspect of this Agreement, the Town shall retain the right to discharge the Agreement upon 30 days notification and / or enter the property and conduct the required work. The cost of the said work will become a lien on the property tax bill.
- 6) The Town shall issue the necessary Development Permit for the development upon expiration of the appeal period specified for Development Agreements under Section 249 of the *Municipal Government Act*, as the same may be amended from time to time, or upon the withdrawal or dismissal of any appeal which may be taken.
- 7) The Agreement shall be binding upon the parties hereto and their heirs, executors, administrators, successors and assigns, and shall run with the land which is the subject of this Agreement until such time as it is discharged by the Town in accordance with Section 229 of the *Municipal Government Act*.

**SIGNED, SEALED AND DELIVERED**

In the presence of

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**THE TOWN OF AMHERST**

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David Kogon MD, Mayor

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Jason MacDonald, MCIP, LPP, CAO

**FOR THE OWNER**

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Mounir Daaboul  
NovaView Development Ltd.

## Schedule A

## Lot 2021-2R (PID 25002122) - Development Agreement

Terms and Conditions:

### 1.0 USE OF LAND AND BUILDINGS

- 1.1 The use of the property shall be limited to three (3) Apartment Buildings each with fifty-four (54) dwelling units for a total of one-hundred-sixty-two 162 dwelling units on property shown on Schedule 'B'.
- 1.2 Each Apartment Dwelling shall consist of no more than 4 levels and shall generally conform to the designs shown on Schedule 'D'. Minor variations to the architectural details and footprint of the dwellings may be permitted, to the satisfaction of the Development Officer. Such changes shall not be considered substantial.
- 1.3 The location of each Apartment Dwelling, driveway, parking area shall generally conform the Site Plan shown on Schedule 'C'.
- 1.4 A minimum of 1.25 parking spaces shall be provided for each dwelling unit for a total of 203 spaces on the Lands and shall be generally configured as shown on Schedule 'C'.
- 1.5 Should the provision of additional parking spaces be deemed necessary, such parking facilities shall be located no closer to adjacent properties that front onto Donald Avenue and Willow Street. Additional parking spaces shall be subject to the approval of the Development Officer and shall not be considered a substantial change to this agreement.
- 1.6 Prior to issuance of a Development Permit for any building, the Owner shall submit a detailed landscaping plan generally based on the Landscape Concept Plan shown on Schedule 'C'. The detailed landscaping plan shall include but not be limited to the following:
  - 1.6.1 Specify the type of treatment of all areas during all phases of the development. Areas of the Lands not part of initial phases must be kept as grass or otherwise treated so as to minimize dust.
  - 1.6.2 Placement of a privacy fence approximately 1.8 m (6 ft) in height in the general location and extent as shown on the Landscape Concept in Schedule 'C'. Fencing must be installed before the nearest parking area is used by residents.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.
- 1.7 Paving of the driveways and parking areas shall be completed for each nearest corresponding Apartment Building before an Occupancy Permit is issued for that dwelling.
- 1.8 The Owner shall be responsible for access to and within the Lands in the following ways:
  - 1.8.1 Prior to issuance of a Development Permit for any dwelling, the Owner shall be responsible for the extension of Gallagher Street to intersect with Willow Street and shall be constructed with base gravel in accordance with the Town of Amherst Infrastructure Development Standards.
  - 1.8.2 The Gallagher Street extension to Willow Street shall be used as the primary construction access.

- 1.8.3 Prior to issuance of an Occupancy Permit for any dwelling, the Owner shall install an asphalt driving surface over the extension of Gallagher Street to Willow Street in accordance with Town of Amherst Infrastructure Development Standards.
- 1.8.4 Prior to issuance of an Occupancy Permit for any dwelling, the Owner shall install a concrete sidewalk along the easter side of Gallagher Street to Willow Street accordance with Town of Amherst Infrastructure Development Standards.
- 1.8.5 The Site Plan shown on Schedule 'C' and the internal road network shall be reviewed to ensure emergency and larger service vehicles can be accommodated, according to Transportation Association Canada and Town of Amherst Guidelines.

1.9 The Owner shall satisfy the Town of Amherst Infrastructure Development Standards provided as Schedule "F" of the Town of Amherst Subdivision Bylaw.

1.10 The Owner's Engineer shall revise the Stormwater Management Plan shown on Schedule "F" to reflect the revised location of Building C, and shall provide a design brief of the revised Stormwater Management Plan confirming that said Plan will not result in an increase of peak flows over existing conditions.

## 2. GENERAL REQUIREMENTS

2.1 The Owner shall keep the Lands and buildings and any portion thereof clean and in good repair. All elements of the development on the Lands shall be regularly maintained and kept in a tidy state, and free from unkept materials of any kind.

2.2 In addition to *Part 5 – Hours of Construction* under the Town of Amherst Building Bylaw D-6, operation of heavy equipment and electrical generators shall not take place on the property from 8:00 P.M. to 7:00 A.M.

2.3 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.

2.4 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.

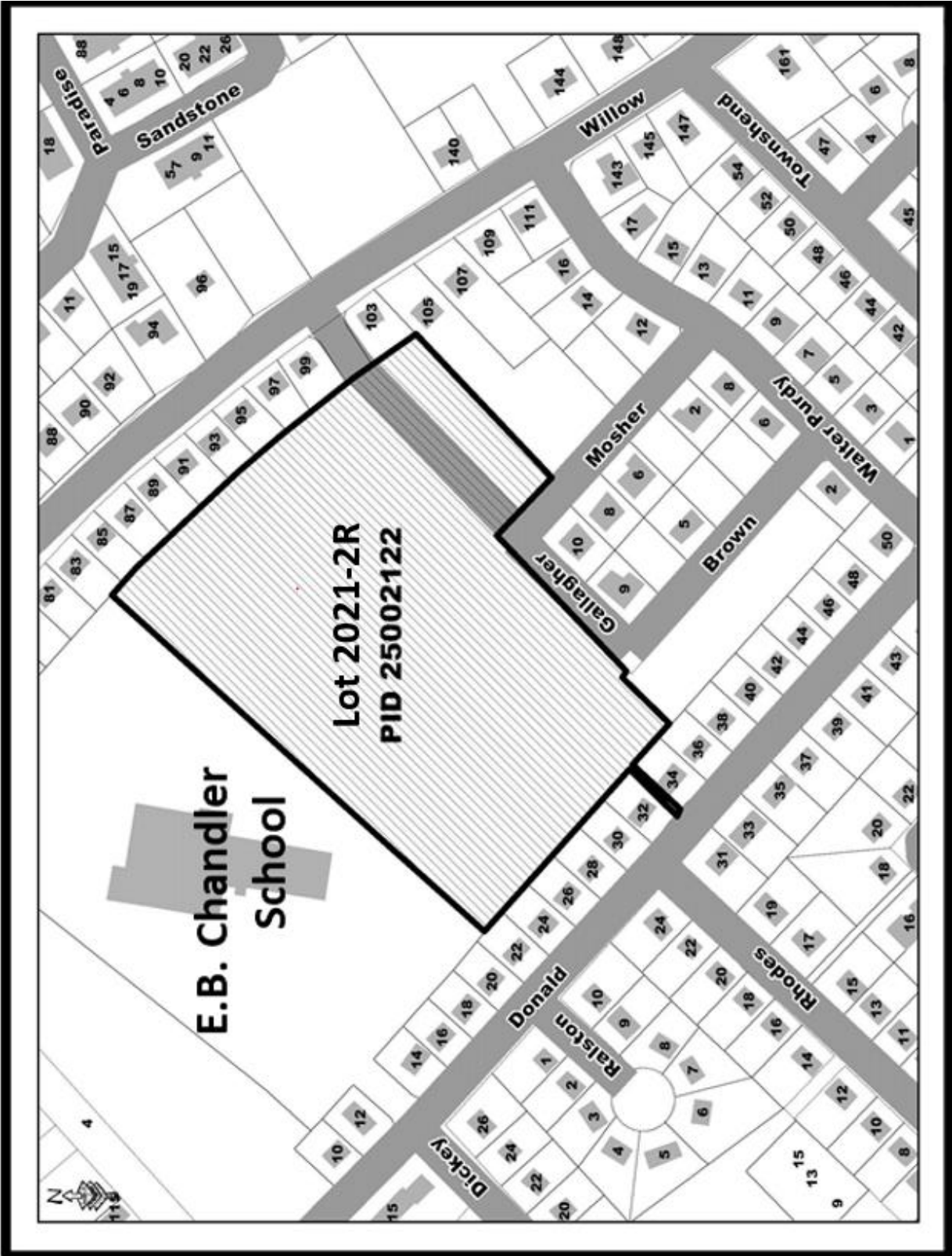
2.5 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.

2.6 The Owner shall be responsible for storm water management during and after construction.

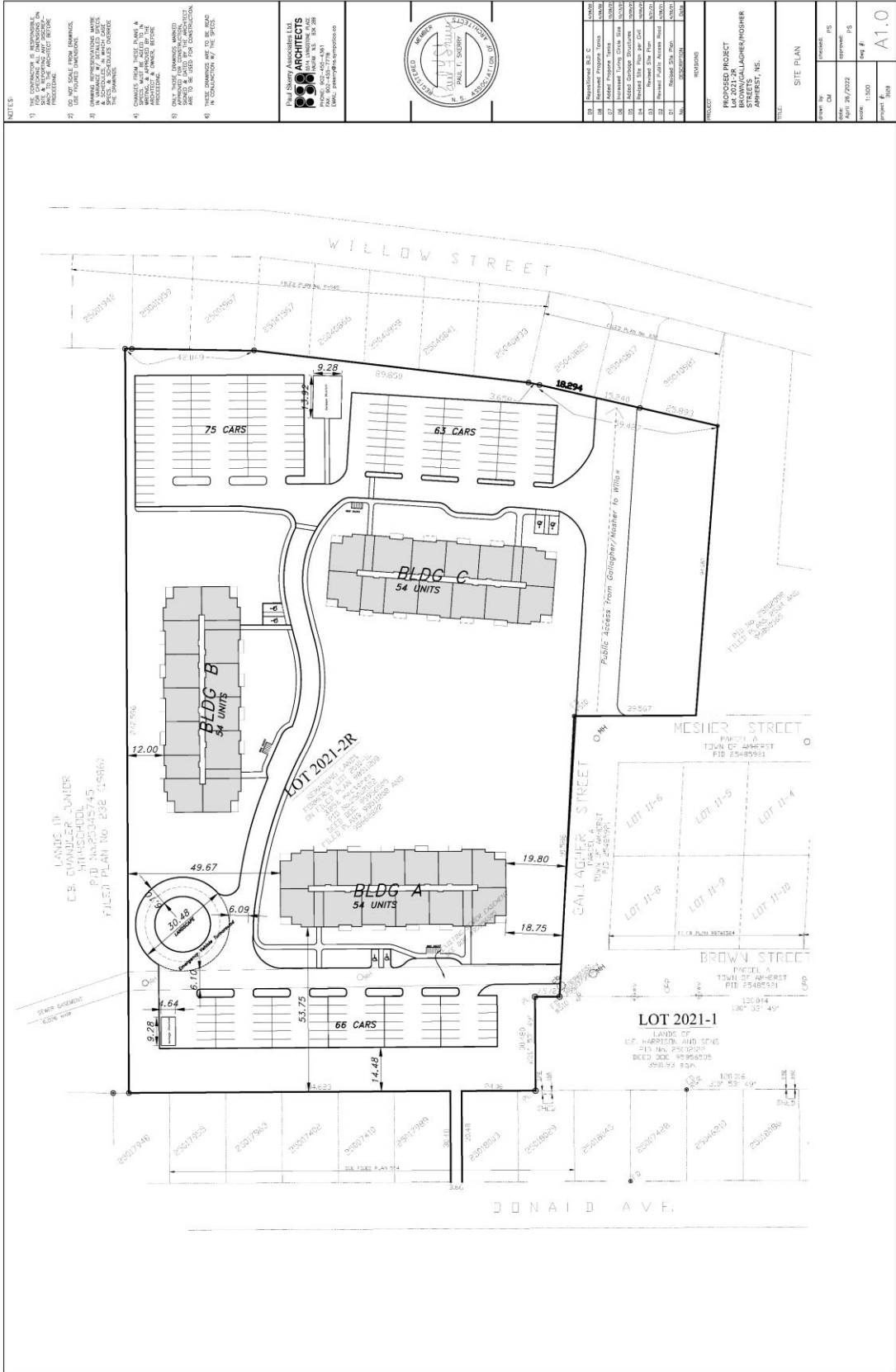
2.7 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste, and taking all reasonable measures to minimize dust.

2.8 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

**SCHEDULE "B"**



# SCHEDULE "C"



# SCHEDULE "C"



PROJECT: AMHERST LOT 2021 - R2		
DRAWING: LANDSCAPE CONCEPT		
DATE: APR 2021	DRAWN BY:	SCALE:
REVISED FOR REVIEW: MAY 4/22	NO.	DATE

PROJECTED DATE OF ISSUE: [ ]  
 PROFESSIONAL DESIGNER: [ ]  
 REGISTERED PROFESSIONAL LANDSCAPE ARCHITECT  
 LICENSE NO. [ ]  
 OFFICE: [ ]

**LEGEND**  
 PLANTED/PROPAGATED TREE  
 PROPOSED PLANTING SCHEDULE  
 PROPOSED PLANTING SCHEDULE  
 PROPOSED PLANTING SCHEDULE  
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L-101



# SCHEDULE "D"



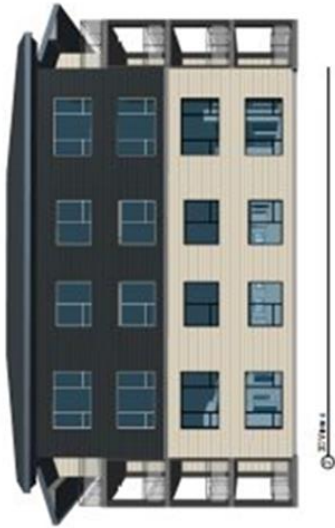
SECTION 1



SECTION 2

PRELIMINARY  
NOT FOR CONSTRUCTION

# SCHEDULE "D"



PRELIMINARY  
NOT FOR CONSTRUCTION