

Case No: DA-2023-XX

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2023.

Between:

**44143456 Nova Scotia Limited** (owner of property located at 3, 4, 5, 7, Robie Street, Amherst [PIDs 25029471, 25029489, 25005489, 25029505 respectively], 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 GP-11 of the Municipal Planning Strategy of the Town of Amherst, to change a non-conforming use to another use, specifically a commercial office at 3, 4, 5, 7, Robie Street, Amherst (PIDs 25029471, 25029489, 25005489, 25029505 respectively).

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 \_\_\_\_\_ 2023, 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 is the only lands in the Town of Amherst to which this Agreement applies, and the Lands is illustrated in the plan shown on Schedule B attached.
- 2) That the Owner may renovate the existing development on the said Lands and convert it to a commercial office 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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Hicks Lemoine Law Office / Dave W. McNairn

## **Schedule A**

## **3, 4, 5, 7, Robie Street, Amherst - Development Agreement**

Terms and Conditions:

### **1.0 USE OF LAND AND BUILDINGS**

- 1.1 The use of the properties shall be limited to a commercial office and parking lot within the general location as shown on Schedule 'C'.
- 1.2 A minimum of 28 parking spaces shall be provided on the Lands and shall be generally configured as shown on Schedule 'C'.
- 1.4 Accessory buildings may be permitted on the Lands in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The commercial office shall generally conform to the designs shown on Schedule 'C' and 'D'. 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.
- 1.6 The Owners shall be responsible for landscaping unpaved areas and maintenance on the Lands.
- 1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.

### **2.0 GENERAL REQUIREMENTS**

- 2.1 The Owner shall keep the Lands and building 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 Signage on the property shall conform to the Town of Amherst *Land Use Bylaw*.
- 2.3 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.
- 2.4 Solid waste management shall be in conformance with the Town of Amherst *Solid Waste Bylaw*.
- 2.5 The Owner shall be responsible for storm water management during and after construction.
- 2.6 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.

# SCHEDULE 'B'



# SCHEDULE 'C'

**Martin Patrician Architect**  
 4115 Old Street  
 Raleigh, North Carolina  
 704.843.1100  
 martinpatrician.com

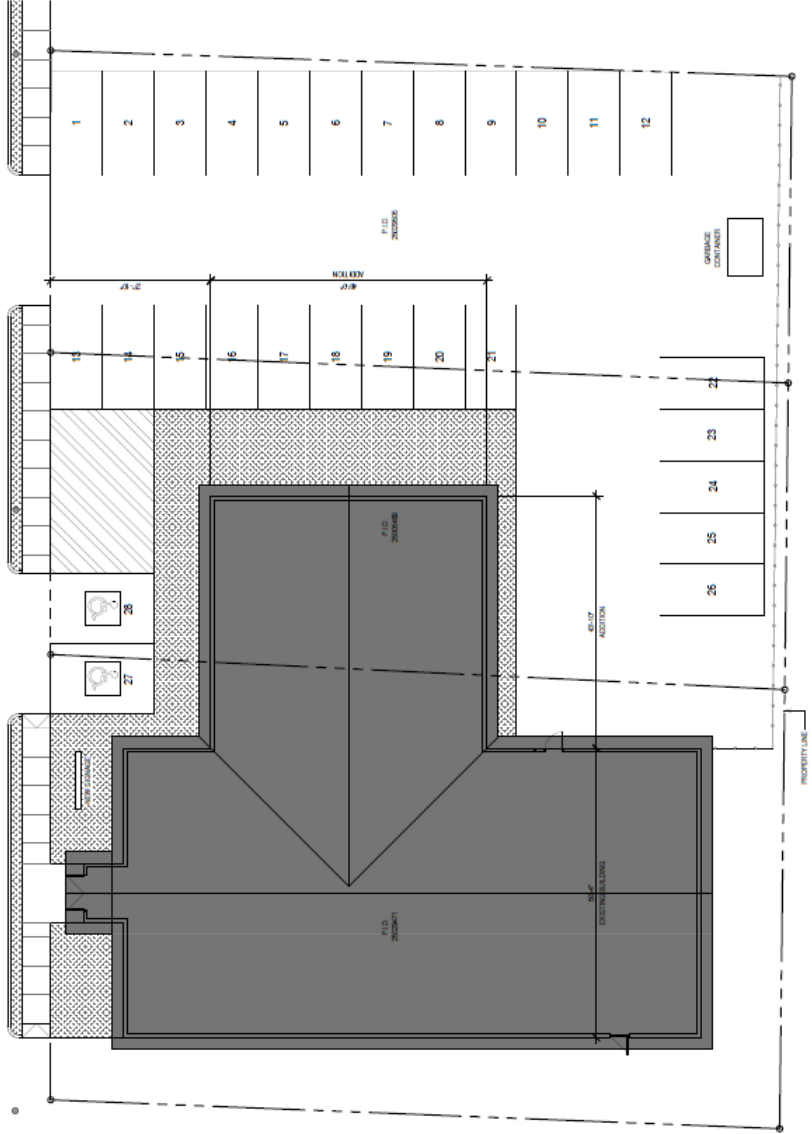
HICKS LEMMON LAW OFFICES  
 5 ROBIE STREET  
 AUMPERST, NS

SITE PLAN

|          |                            |
|----------|----------------------------|
| DATE     | 12/15/11                   |
| SCALE    | AS SHOWN                   |
| PROJECT  | HICKS LEMMON LAW OFFICES   |
| CLIENT   | HICKS LEMMON LAW OFFICES   |
| DESIGNER | MARTIN PATRICIAN ARCHITECT |
| DATE     | 12/15/11                   |
| SCALE    | AS SHOWN                   |
| PROJECT  | HICKS LEMMON LAW OFFICES   |
| CLIENT   | HICKS LEMMON LAW OFFICES   |
| DESIGNER | MARTIN PATRICIAN ARCHITECT |
| DATE     | 12/15/11                   |
| SCALE    | AS SHOWN                   |
| PROJECT  | HICKS LEMMON LAW OFFICES   |
| CLIENT   | HICKS LEMMON LAW OFFICES   |
| DESIGNER | MARTIN PATRICIAN ARCHITECT |



ROBIE STREET



1 SITE PLAN  
 AD

# SCHEDULE 'D'

**Martin Paquin Architect**  
 500 North Main Street  
 Amherst, MA 01002  
 Phone: 413.253.1234  
 Fax: 413.253.1235  
 www.martinpaquin.com

DATE: \_\_\_\_\_

PROJECT: \_\_\_\_\_

SCALE: \_\_\_\_\_

HICKS LEWIN LAW OFFICES  
 5 ROBE STREET  
 AMHERST, MA

EXTERIOR ELEVATIONS

NO. \_\_\_\_\_

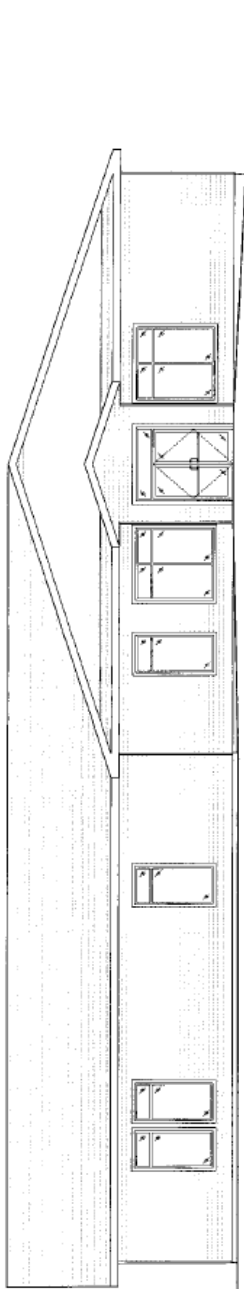
DATE \_\_\_\_\_

PROJECT \_\_\_\_\_

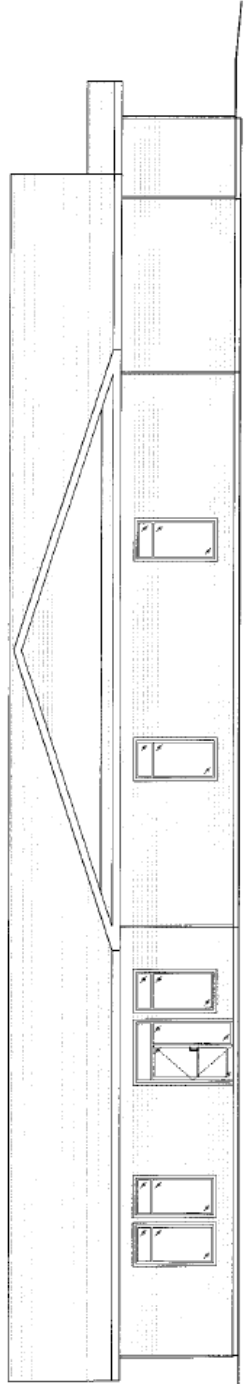
SCALE \_\_\_\_\_

NO. \_\_\_\_\_

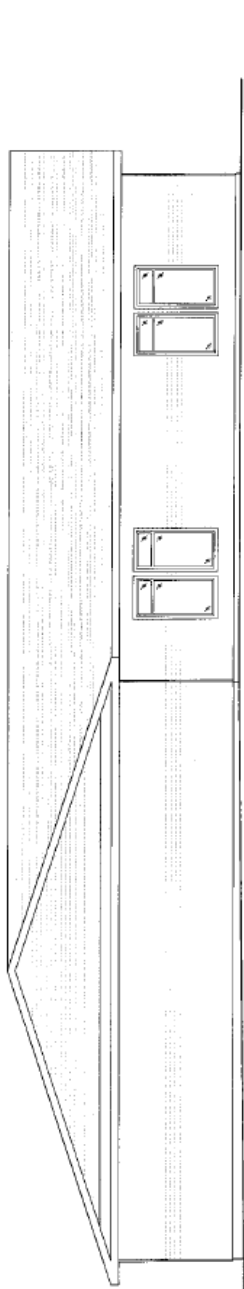
DATE \_\_\_\_\_



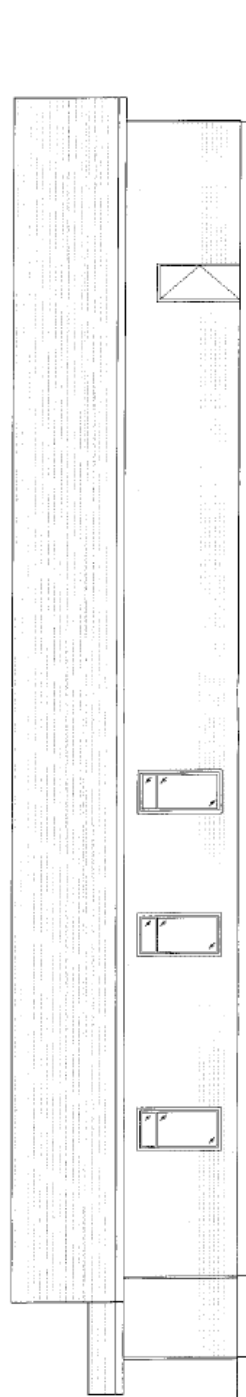
1 FRONT ELEVATION (WEST)  
 A2



2 PARKING LOT SIDE ELEVATION (NORTH)  
 A2



3 REAR ELEVATION (EAST)  
 A2



4 SIDE ELEVATION (SOUTH)  
 A2