Case No: DA-2023-XX

This Agreement made this _____ Day of _____ 2023.

Between:

Gem Health Care Group Limited (owner of property located at 264 Church Street, Amherst [PID 25014580], 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-19 of the Municipal Planning Strategy of the Town of Amherst, to construct a 2-storey 96 bed long term care facility at 264 Church Street, Amherst (PID 25014580).

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 ____th 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' – Floor Plan
(e) Schedule 'E' – 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 Land in the Town of Amherst, hereinafter called the "Land". The aforesaid Land is the only land in the Town of Amherst to which this Agreement applies, and the Land is illustrated in the plan shown on Schedule B attached.

2) That the Owner may construct a maximum of a 2-storey 96 bed long term care facility on the said Land, subject to Schedules A, B, C, D and E 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

THE TOWN OF AMHERST

_____

David Kogon MD, Mayor

_____

_____

Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

_____

_____

Gem Health Care Group Ltd.

Schedule A 264 Church Street - Development Agreement

Terms and Conditions:

1.0 USE OF LAND AND BUILDINGS

1.1 The use of the properties shall be limited to residential uses within a maximum of a 2-storey (plus roof structure), 96-bed long-term care facility and one existing vacant dwelling in the general location as shown on Schedule 'C', 'D', and 'E'.

1.2 A minimum of 90 parking spaces shall be provided on the Land and shall be generally configured as shown on Schedule 'C'. Variations to the number or layout of parking spaces may be permitted to the satisfaction of the Development Officer. Such changes shall not be considered substantial.

1.4 Accessory buildings may be permitted on the Land in accordance with the *Town of Amherst Land Use Bylaw* and shall not be considered a substantial change to this agreement.

1.5 The long-term care facility shall generally conform to the designs shown on Schedule 'D' and 'E'. 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 Land.

1.7 The Owner shall be responsible for maintaining screened solid waste containment areas, generally in the locations shown on Schedule 'C'.

1.8 Paving of the driveways and parking areas shall be completed for the facility within twelve (12) months from the date an Occupancy Permit is issued.

2.0 GENERAL REQUIREMENTS

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

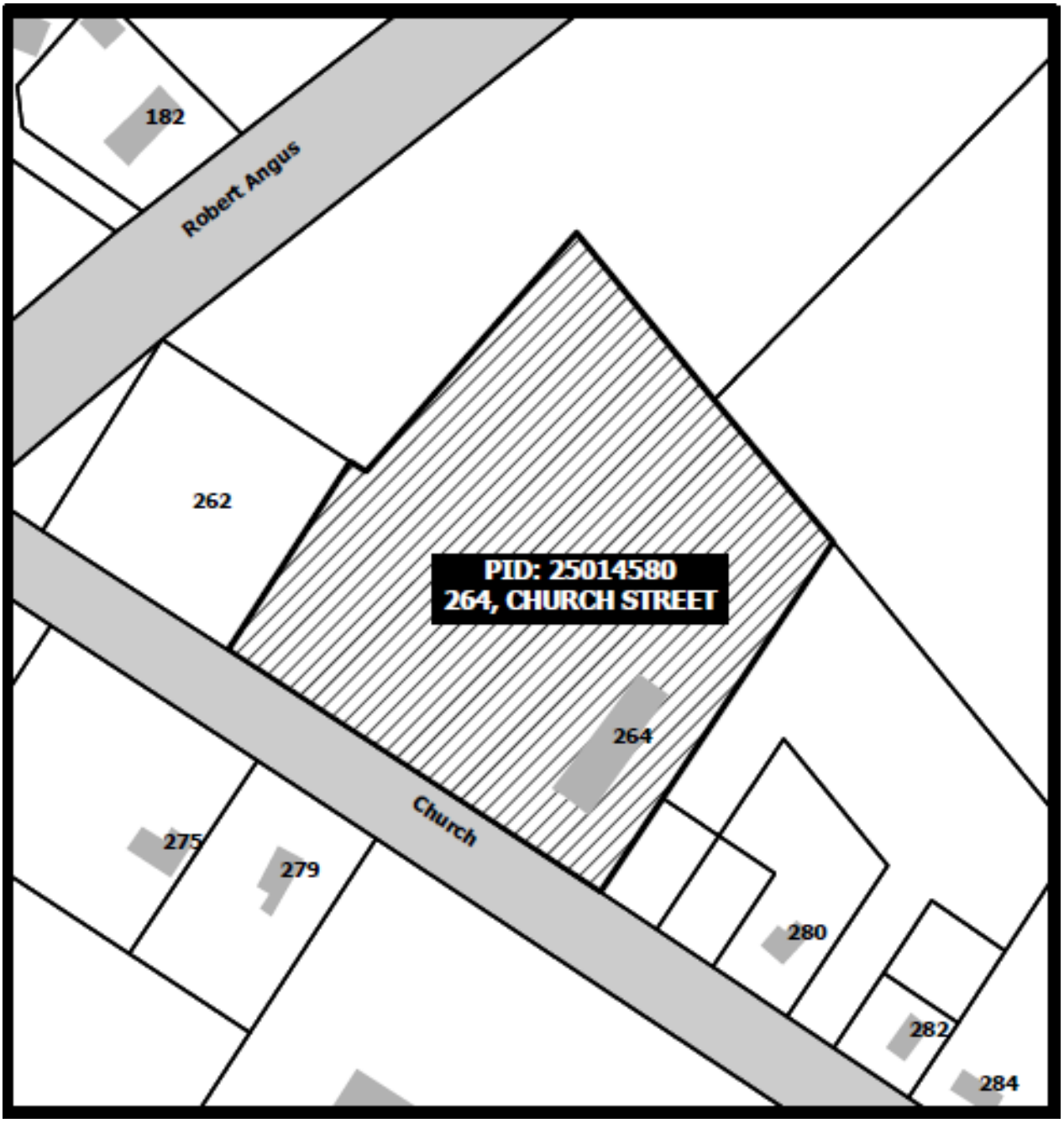
2.2 The Owner shall ensure that exterior lighting does not shine directly onto adjacent properties.

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

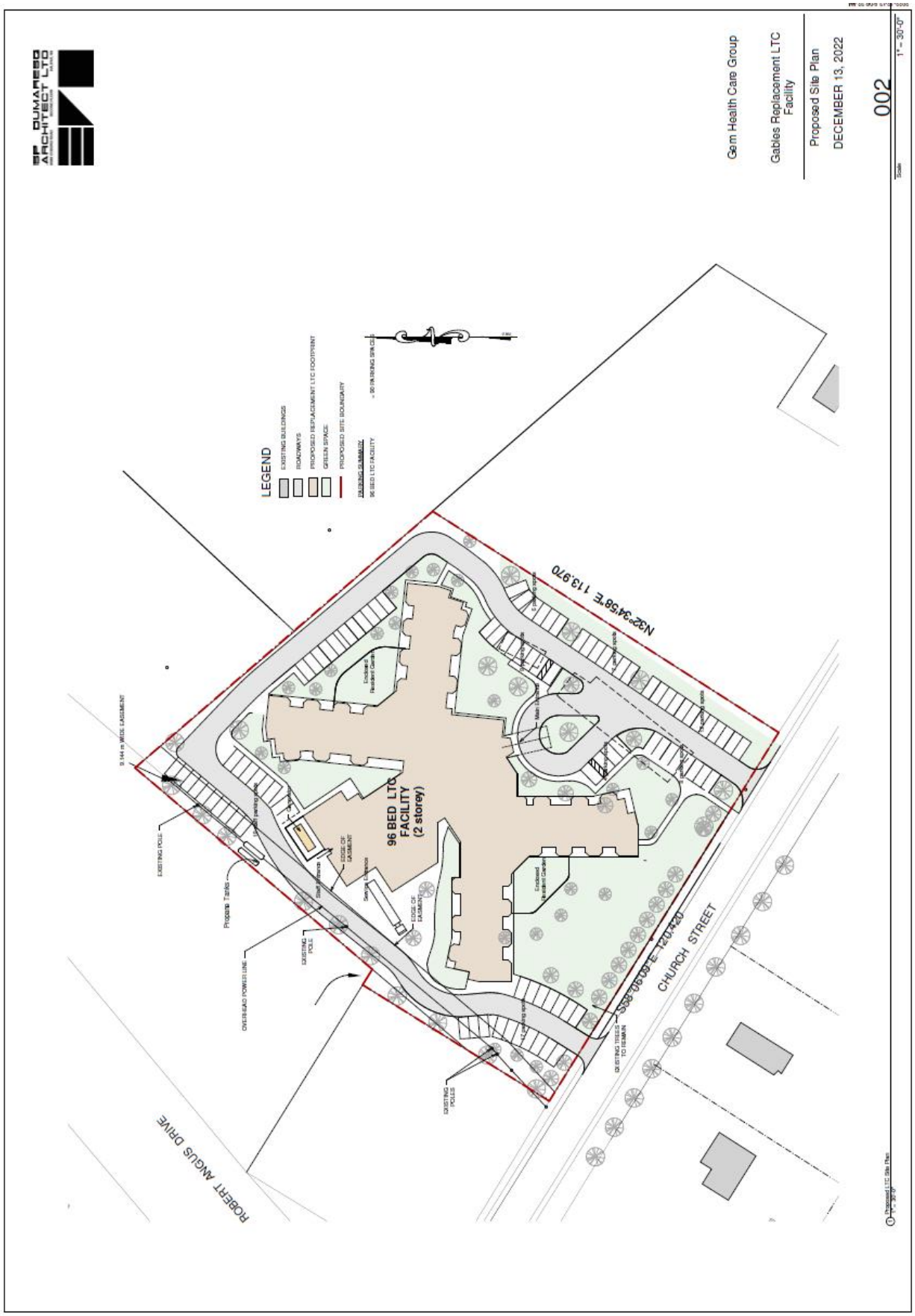
2.4 The Owner shall be responsible for storm water management during and after construction.

2.5 The Owner shall take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.

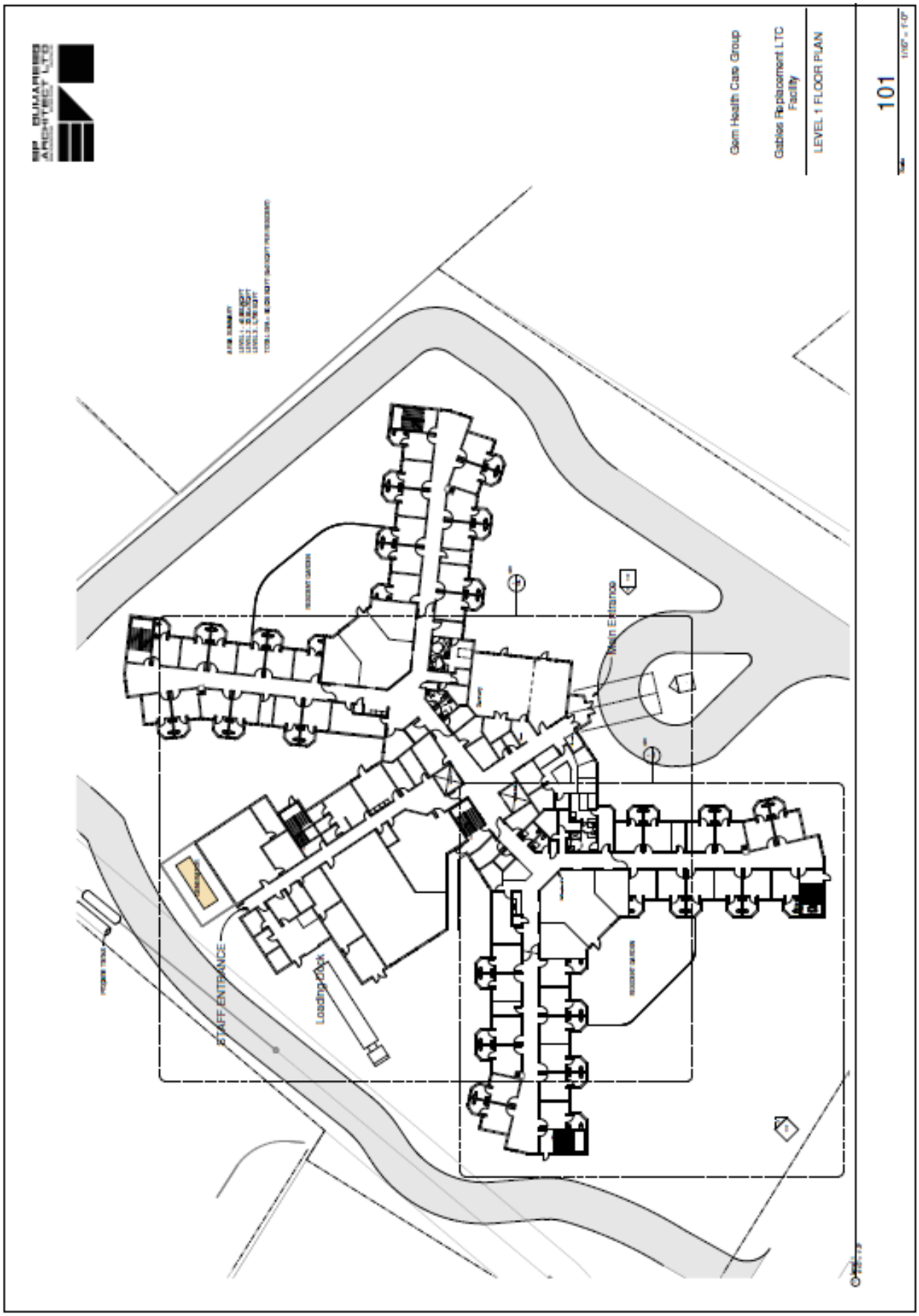
SCHEDULE ‘B’


182
Robert Angus
262
PID: 25014580
264, CHURCH STREET
264
Church
275
279
280
282
284

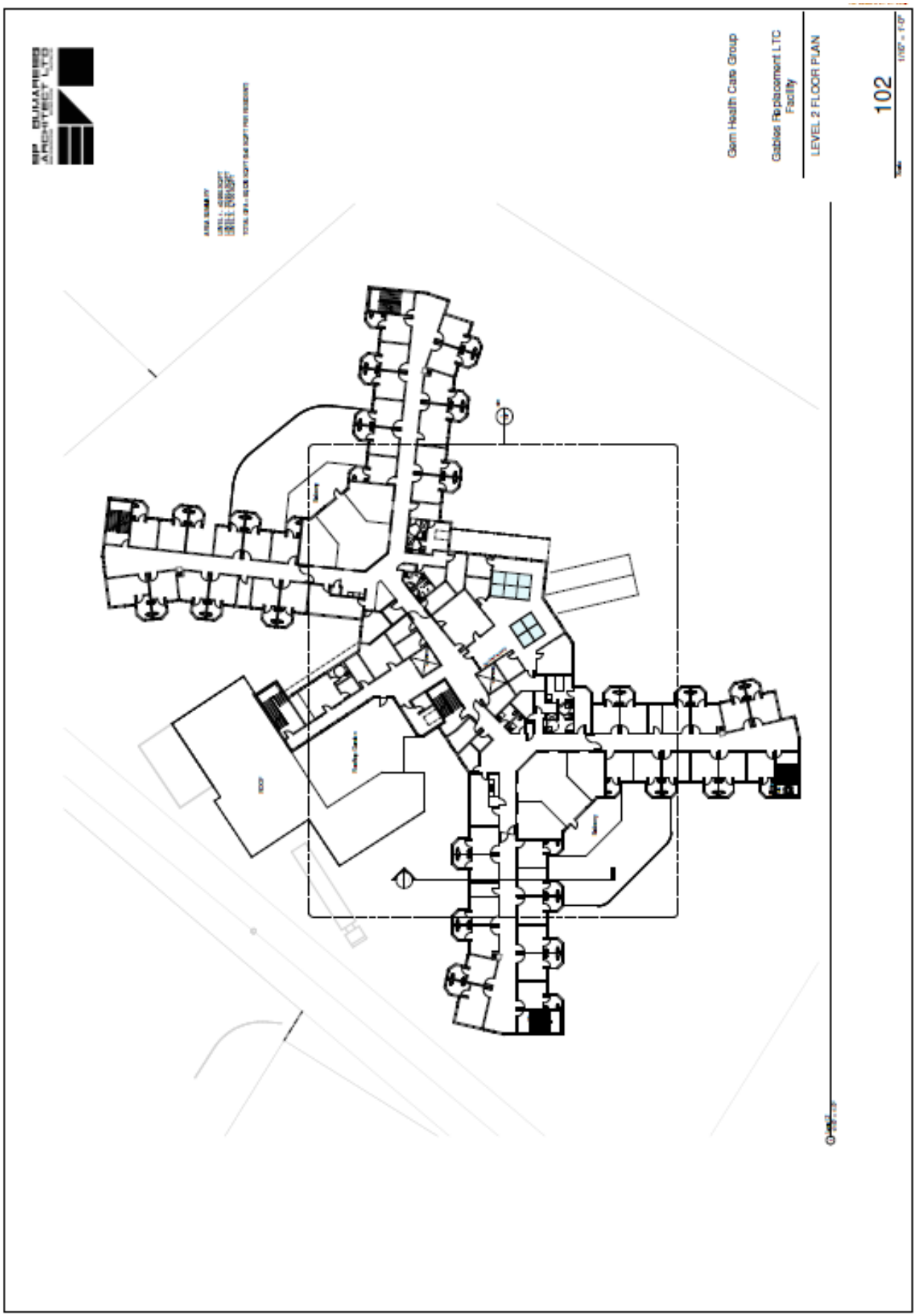
SCHEDULE ‘C’


EP DUMARESQ ARCHITECT LTD
Gem Health Care Group
Gables Replacement LTC Facility
Proposed Site Plan
DECEMBER 13, 2022
002
LEGEND
EXISTING BUILDINGS
ROADWAYS
PROPOSED REPLACEMENT LTC FOOTPRINT
GREEN SPACE
PROPOSED SITE BOUNDARY
96 BED LTC FACILITY
96 BED LTC FACILITY (2 storey)
N32°34'58"E 113.970
S58°06'05"E 120.420
CHURCH STREET
ROBERT ANGUS DRIVE
OVERHEAD POWER LINE
EXISTING POLE
Propane Tanks
EDGE OF EASEMENT
9.144 m WIDE EASEMENT
Enclosed Resident Garden
Main Entrance
Parking space
Proposed Site Plan
1" = 30'-0"

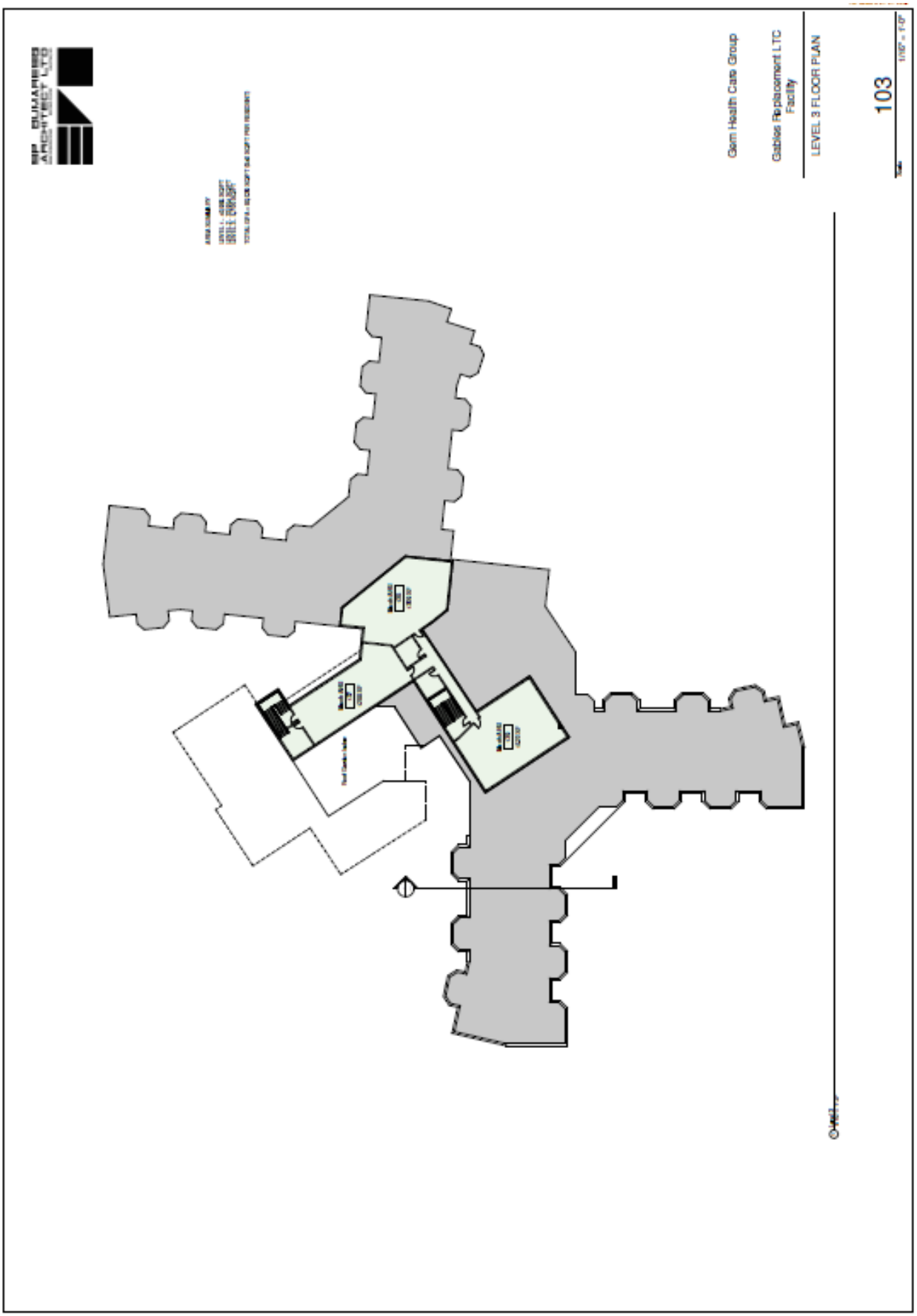
SCHEDULE ‘D’


Gem Health Care Group
Gables Replacement LTC Facility
LEVEL 1 FLOOR PLAN
101
STAFF ENTRANCE
Loading Dock
Main Entrance

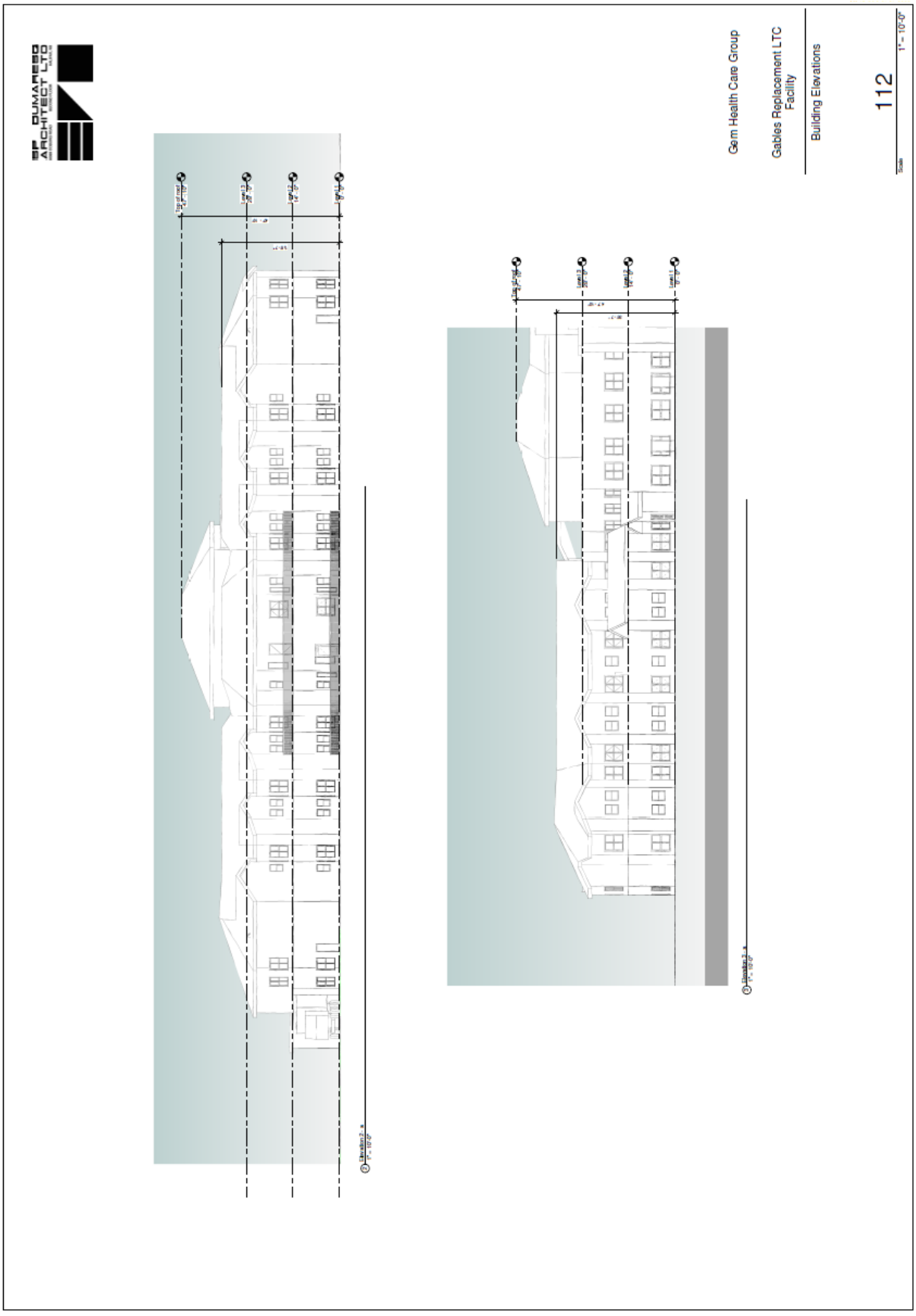
SCHEDULE ‘D’


Gem Health Care Group
Gables Replacement LTC Facility
LEVEL 2 FLOOR PLAN
102

SCHEDULE ‘D’


RP BUMAPIRES ARCHITECT LTD
Gem Health Care Group
Gables Replacement LTC Facility
LEVEL 3 FLOOR PLAN
103

SCHEDULE ‘E’


BF DUMAREsq ARCHITECT LTD
Gem Health Care Group
Gables Replacement LTC Facility
Building Elevations
112