

Case No: DA-2023-XX

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

Between:

**3227967 NOVA SCOTIA LIMITED** (owner of property located at 155 Victoria Street, Amherst [PID 25034091], 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 a 48-unit apartment building at 155 Victoria Street, Amherst (PID 25034091).

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 Lands 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 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 construct a maximum of a 48-unit apartment building on the said Lands, 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 Lands 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 Lands 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**  
**3227967 NOVA SCOTIA LIMITED**

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Leslie Carrie

## Schedule A

## 155 Victoria Street Amherst

### Terms and Conditions:

#### 1.0 USE OF LANDS AND BUILDINGS

- 1.1 The use of the properties shall be limited to residential uses within a maximum of a 48-unit apartment building in the general location as shown on Schedule 'C'.
- 1.2 Parking spaces shall be provided on the Lands and shall be generally configured as shown on Schedule 'C' and 'D'.
- 1.4 Accessory buildings may be permitted on the Lands in accordance with the *Town of Amherst Lands Use Bylaw* and shall not be considered a substantial change to this agreement.
- 1.5 The building shall generally conform to the designs shown on Schedule 'D' and 'E'. 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.
- 1.6 The Owner shall be responsible for landscaping unpaved areas and ongoing maintenance on the Lands.
- 1.7 Prior to receiving an Occupancy Permit the Owner shall engage a landscape architect or similarly qualified professional to conduct a site visit and submit to the satisfaction of the Development Officer a written juvenile tree planting plan for the area between the Lands and 153 East Victoria Street that maximizes the visual barrier between the two properties.
- 1.8 The Owner shall install an opaque privacy fence approximately two metres (2 m) in height along all property lines not fronting on a street.
- 1.9 The Owner shall be responsible for maintaining solid waste containment areas within the building, generally in the locations shown on Schedule 'D'.
- 1.10 Paving of the driveways and parking areas shall be completed for the facility within six (6) months from the date an Occupancy Permit is issued.
- 1.11 The Owner shall submit a stormwater management plan to the satisfaction of the Development Officer that applies to both the construction and operating periods, that maintains or reduces but shall not increase surface water runoff onto adjacent private properties.

#### 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 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 take all reasonable steps to maintain a clean worksite during construction by picking up building material waste.

## SCHEDULE 'B'



[illegible]

S ADELAIDE STREET

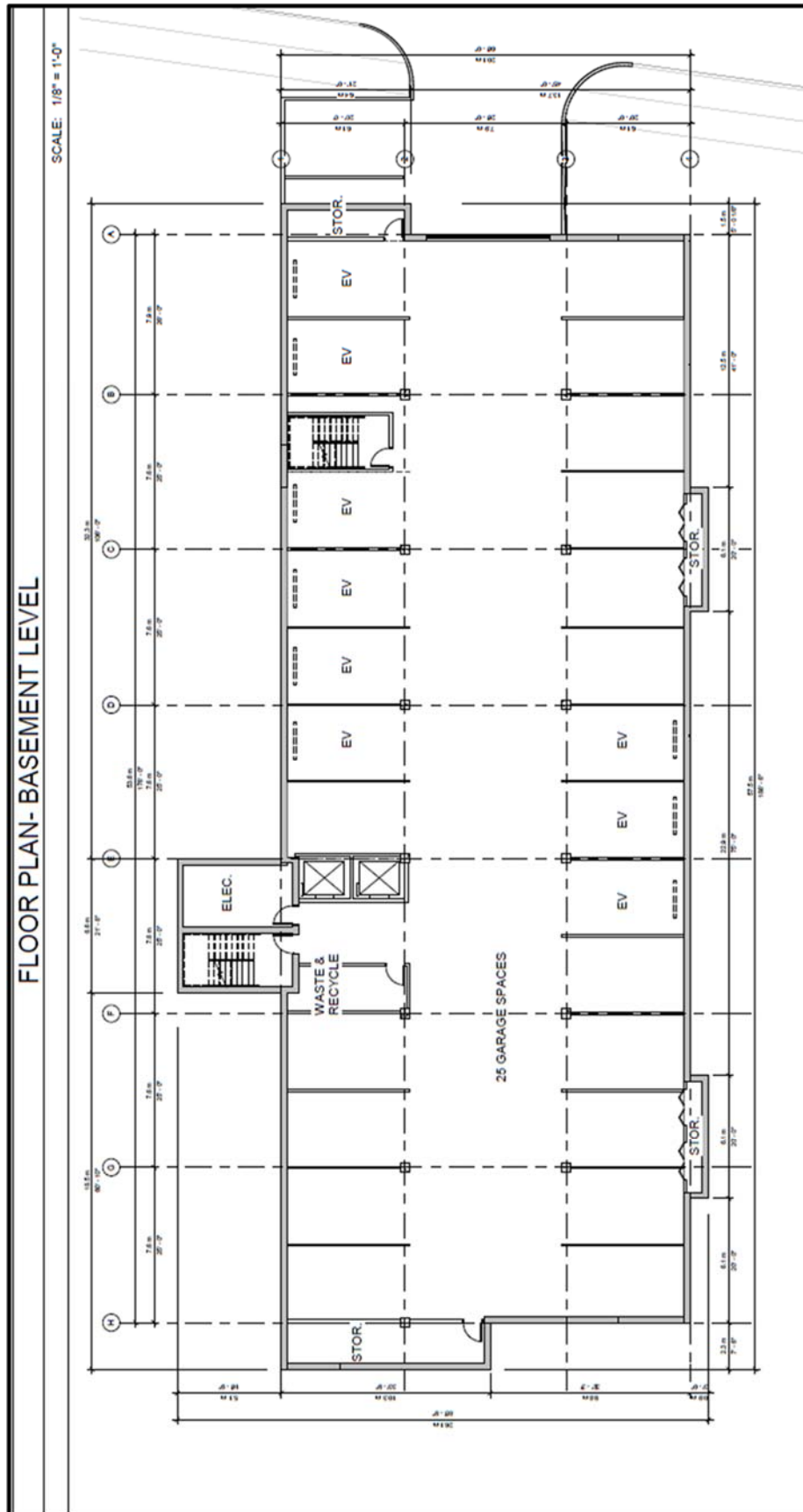
POWER -  
POLE

E VICTORIA STREET

POWER  
POLE

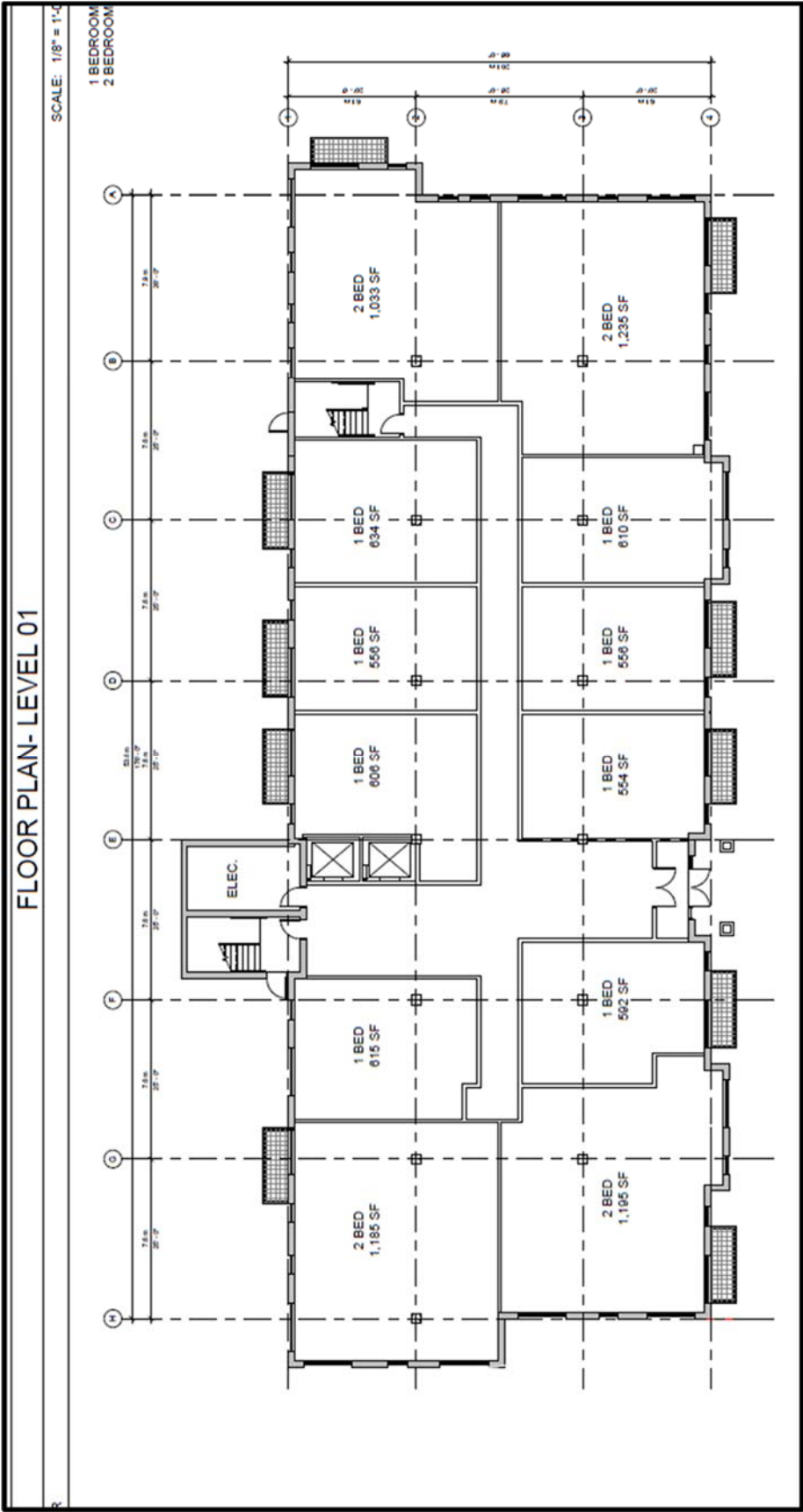
39 SURFACE  
PARKING

## SCHEDULE 'D'

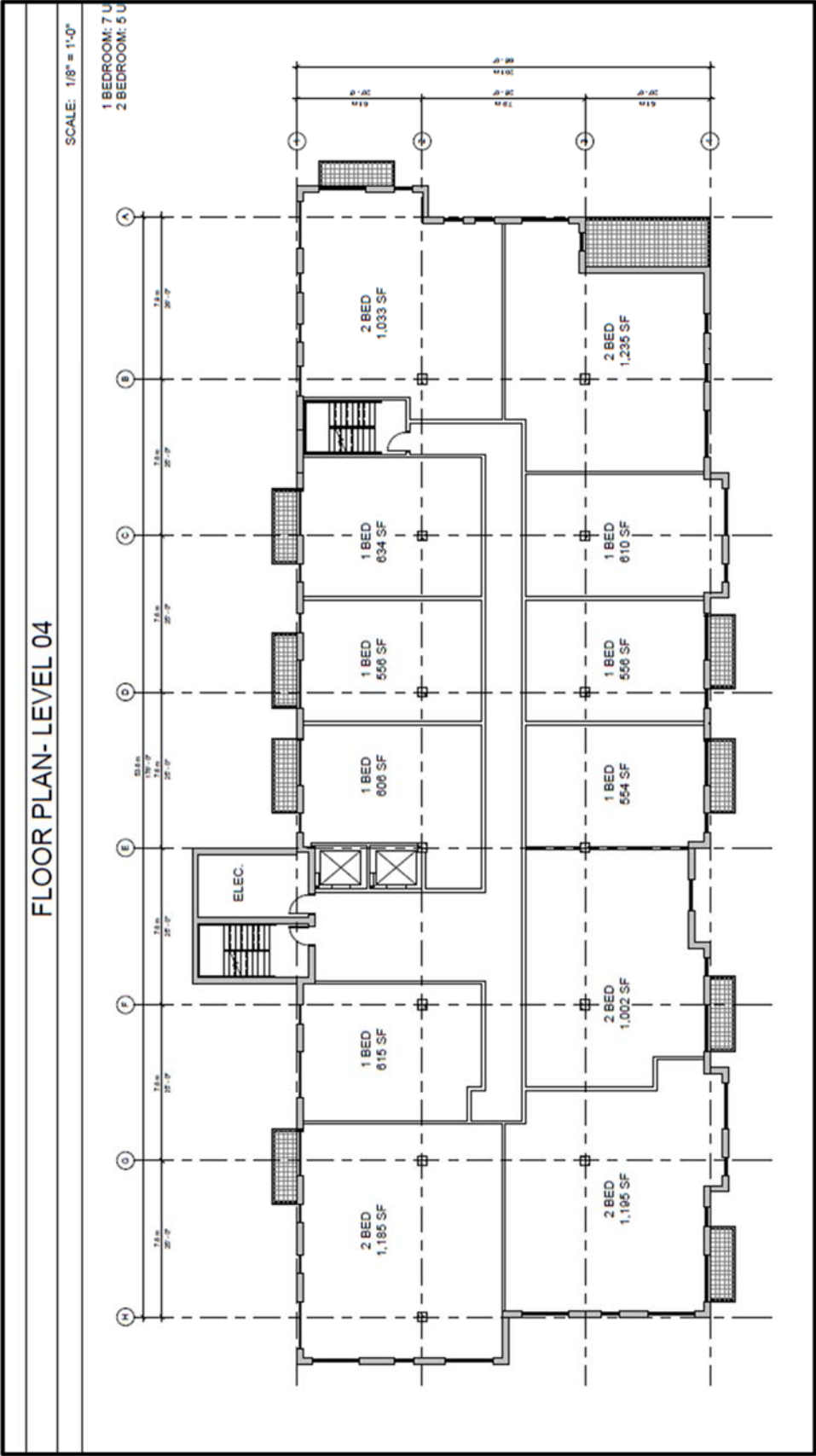




SCHEDULE 'D'



SCHEDULE 'D'



## SCHEDULE 'E'



SCHEDULE 'E'

