

Case No: DA-2024-XX

This Agreement made this _____ Day of _____ 2023.

Between:

Owner of property located at 9 LaPlanche Street [PID 25022872, 25022922, and 25005828], 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 renovate an existing building to include six new apartment units on property located at 9 LaPlanche Street [PID 25022872, 25022922, and 25005828

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 __ Day of _____ 2024, 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

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 6 apartment units on the second and third floors of the existing building, subject to Schedules A and B 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 AND DELIVERED

In the presence of

THE TOWN OF AMHERST

David Kogon MD, Mayor

Jason MacDonald, MCIP, LPP, CAO

FOR THE OWNER

Jeanault Lasnier
Camaleon Holdings

Schedule A

9 LaPlanche Street, PID 25022872, 25022922, 25005828 - Development Agreement

Terms and Conditions:

1. USE OF LAND AND BUILDINGS

- 1.0 The use of the property shall be limited to ground floor commercial uses six (6) apartment units within the second and third floors of an existing building located on property shown on Schedule 'B'.
- 1.1 The ground floor of the building will not contain residential uses except for access to the upper floors.
- 1.2 Prior to issuance of a Building Permit, the Owner shall submit construction drawings as required by the Building Code to the satisfaction of the Building Inspector.
- 1.3 The Owner shall be responsible for ongoing compliance with the Town of Amherst Solid Waste Bylaw, including but not limited to, maintenance of solid waste containment where located outside the building.

2. 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 or streets.
- 2.4 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.
- 2.5 Accessory buildings may be permitted on the Lands in accordance with the Town of Amherst Land Use Bylaw.

