

This Agreement made this _____ Day of _____ 2025.

Between:

Andrew Cameron of Ocean Breese Estate Ltd, property located at 91 Rupert Street [PID 25518242], 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 3-story, 18-unit apartment building on property located at 91 Rupert Street [PID 25518242]

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 _____ 2025, 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' – 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 a 3-story, 18-unit apartment building 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 AND DELIVERED

In the presence of

FOR THE OWNER

Andrew Cameron, Ocean Breese Estate Ltd

THE TOWN OF AMHERST

Rob Small, Mayor

Jason MacDonald, MCIP, LPP, CAO

Schedule A

91 Rupert Street, PID 25518242 - Development Agreement

Terms and Conditions:

1. USE OF LAND AND BUILDINGS

- 1.0 The use of the property shall be limited to the construction of a 3-story, 18-unit apartment building located on property shown on Schedule 'B'.
- 1.1 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.
- 1.2 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.
- 1.3 The Owner shall place a privacy fence approximately 1.8 m (6 ft) along the shared property line with 85 Rupert Street and 32 Charles Street.
- 1.4 The Owner shall be responsible for maintaining a screened solid waste containment area(s) at minimum six (6) metres from the rear property line of adjacent properties.
- 1.5 A minimum of 1.83 parking spaces shall be provided for each dwelling unit for a total of 33 spaces on the Lands and shall be generally configured as shown on Schedule 'C'.
- 1.6 The building 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.
- 1.7 The Owners shall be responsible for all elements of the Site Plan on the Land generally in accordance with Schedule 'C'. Variations to the Site Plan elements may be permitted, to the satisfaction of the Development Officer and shall not be considered substantial changes to this agreement.
- 1.8 The Owner shall provide a Stormwater Management Plan to reflect the location of the building, as shown on Schedule 'C', designed by a certified engineer.

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 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 or streets.

2.5 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.

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

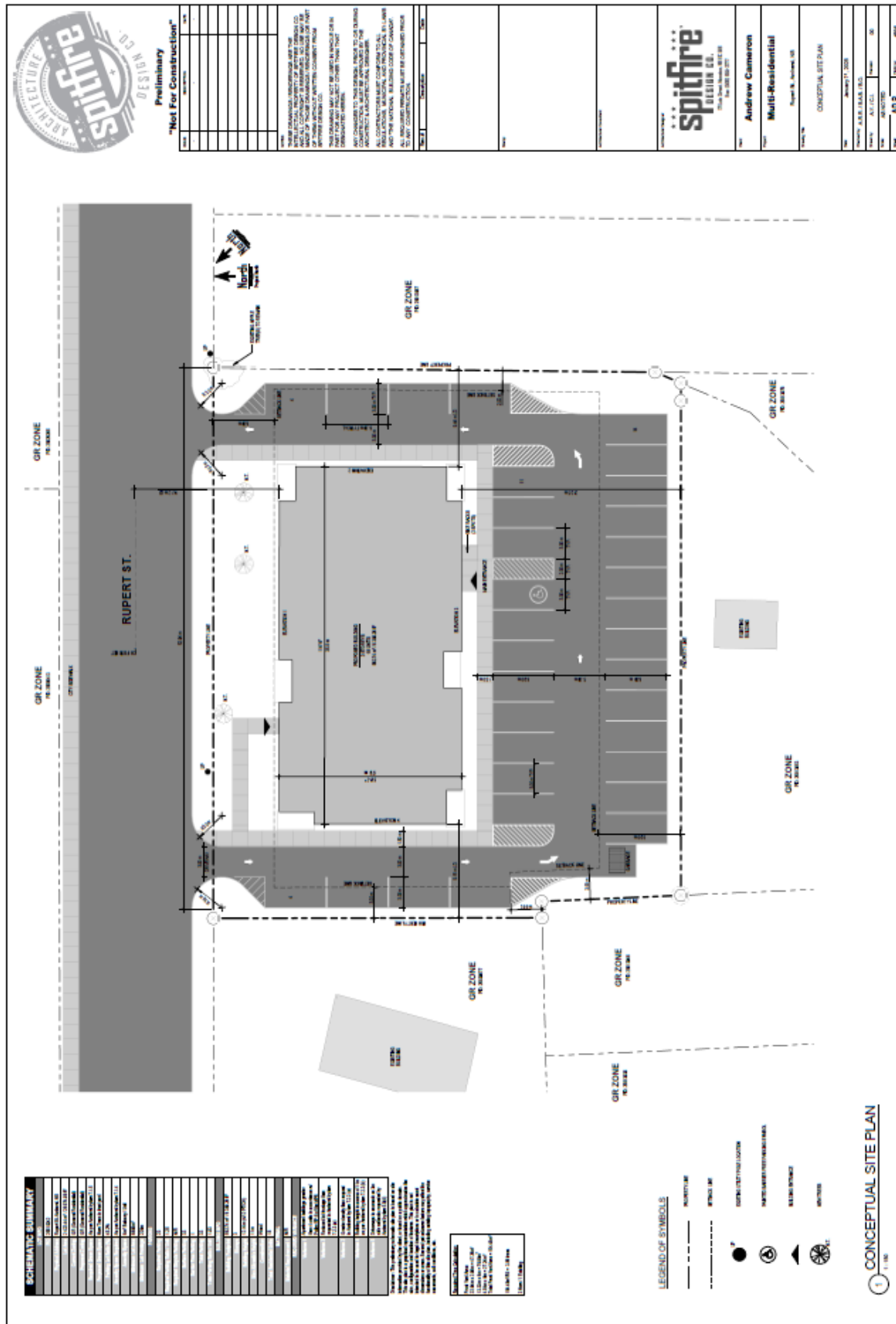
Schedule B

Property Location Map

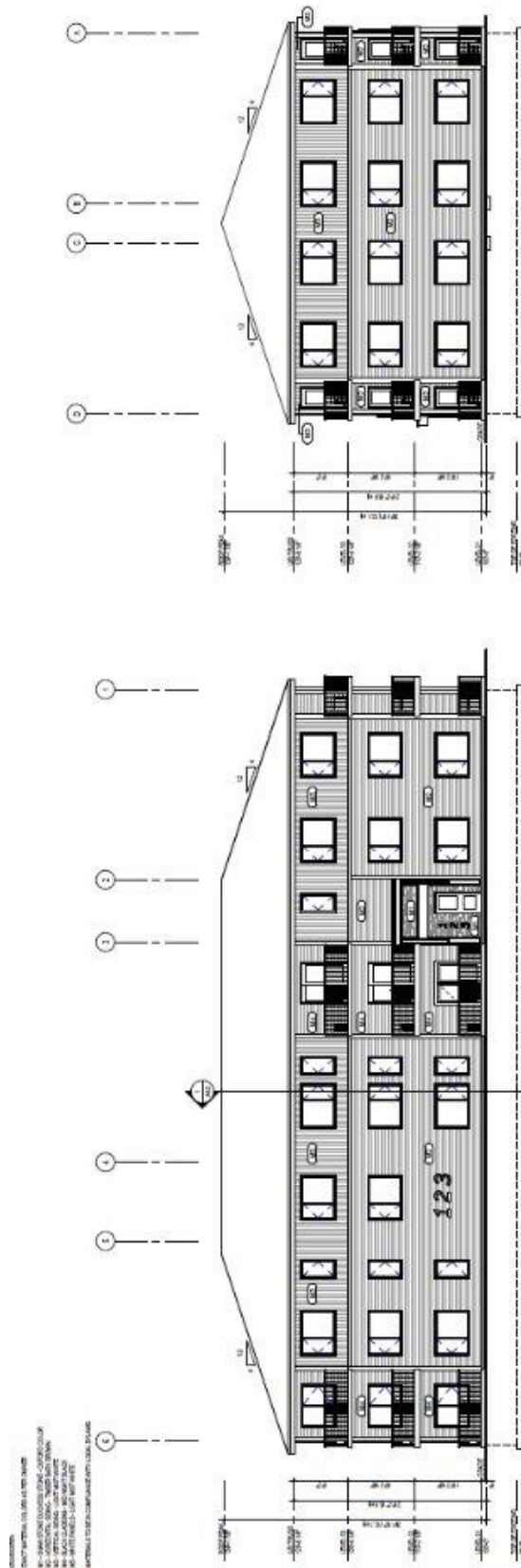
 91 Rupert Street (PID 25518242)



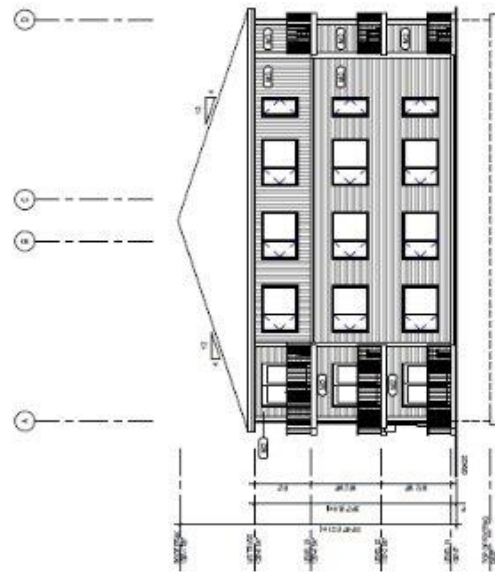
Site Plan



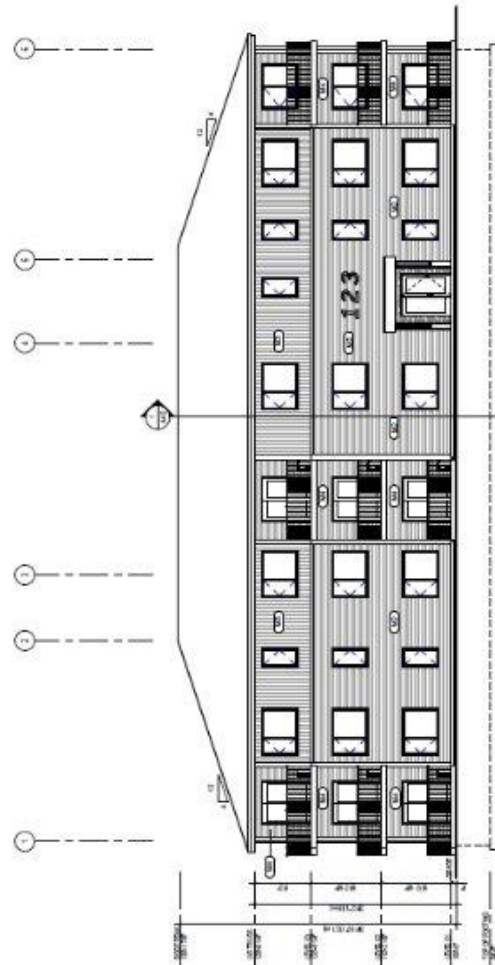
Elevations



3 ELEVATION 2
100' ± 1.2"



4
ELEVATION 4
10' x 10'



2 ELEVATION 3
10' - 0"