

Case No. DA-2018-01

This Agreement made this \_\_\_\_\_ Day of \_\_\_\_\_ 2019.

Between:

**Jack Van Der Donk** (Owner of property located at 150 East Victoria Street [PIDs 25343187 & 25005224], hereinafter called the "Owner")

of the one part

- and-

**The Town of Amherst** (a body corporate hereinafter called the "Town")\_

of the other part.

WHEREAS the Owner wishes to obtain permission pursuant to Policy CP-15 of the Municipal Planning Strategy of the Town of Amherst, to convert a 15-unit motel into a 10-unit motel with 6 dwelling units on properties located at 150 East Victoria Street (PIDs 25343187 & 25005224.

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 \_\_\_\_\_ 2019, 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) Schudule 'B' – Site Map
- (c) Schedule 'C' - Building Floor Plans

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 hereto and forming part of this agreement.
- 2) That the owner may convert the existing 15-unit motel to a 10-unit motel and a 6-unit apartment complex, subject to the following 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, SEALED AND DELIVERED

in the presence of

FOR THE TOWN OF AMHERST

David Kogon  
Mayor

Gregory D. Herrett, CA  
Chief Administrative Officer

FOR THE OWNER  
Jack Van Der Donk

## Schedule A

## 150 East Victoria Street - Development Agreement

### Terms and Conditions:

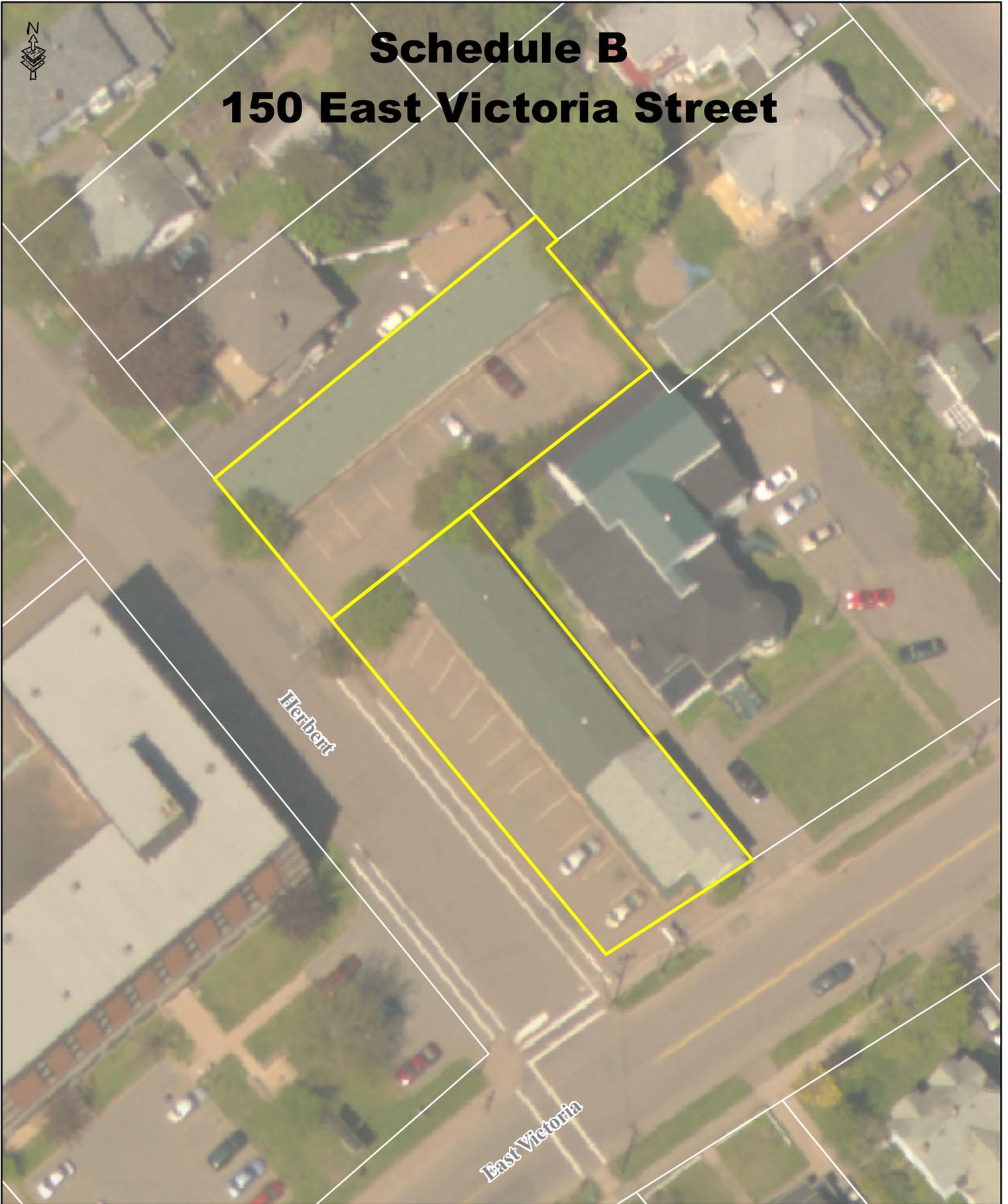
1. The use of the property shall be limited to a 10-unit motel and a 6-unit apartment dwelling in a 2-building complex.
2. The bulk and height of the buildings shall not be altered, and the character of the apartment buildings shall remain largely the same.
3. Solid waste management shall be in conformance with the Town of Amherst Solid Waste Bylaw.
4. **A minimum of one (1) parking space per dwelling unit and motel unit shall be maintained on the site.**
5. All driveway and parking areas shall be maintained with asphalt and kept clear of snow, and shall otherwise be unobstructed at all times so as to be passable by emergency vehicles.
6. **All asphalt surfaces shall be repaired within twelve (12) months of issuance of an Occupancy Permit.**
7. All areas not used for buildings, parking or driveways shall be landscaped with grass or other manicured vegetation. Existing overgrown vegetation on the property shall be removed to the satisfaction of the Development Officer.
8. **The green space between the lower building and the asphalt shall contain maintained grass or other manicured vegetation, to the satisfaction of the Development Officer.**
7. No outdoor storage shall be permitted on the property.
8. Exterior lighting shall be carefully designed to not shine directly onto adjacent properties.
9. The exterior rear wall of the lower building, including the foundation, shall be scraped and painted prior to August 1, 2018, **and all other exterior cladding shall be maintained.**
10. The subject properties, including buildings, shall be kept in good repair, and be continuously maintained to be aesthetically pleasing.
11. The existing office space at the front of the building may be used for the administrative purposes of the apartment complex as well as laundry facilities for residents of the complex.
12. A minimum of 2 benches and/or 2 patio and chair sets shall be provided out of doors for the residents of the property.

13. A minimum of 600 square feet of designated amenity space shall be created within the existing parking lot area that will be demarcated by fencing and / or vegetation, to the satisfaction of the Development Officer.
13. Upon entering into this agreement, the Owner shall submit an application for a Building Permit along with documentation that shows any necessary alterations to the building to meet current National Building Code requirements. In particular, any vents on the north side of the building shall also meet current National Building Code requirements.
14. Variations from the requirements of the development agreement in relation to the built structures are permitted in order to meet the Nation Building Code and nova Scotia Building Code requirements. Specifically, should non-combustible material be required along the outside walls this material will be permitted, with the design subject to the satisfaction of the Development Officer.



# Schedule B

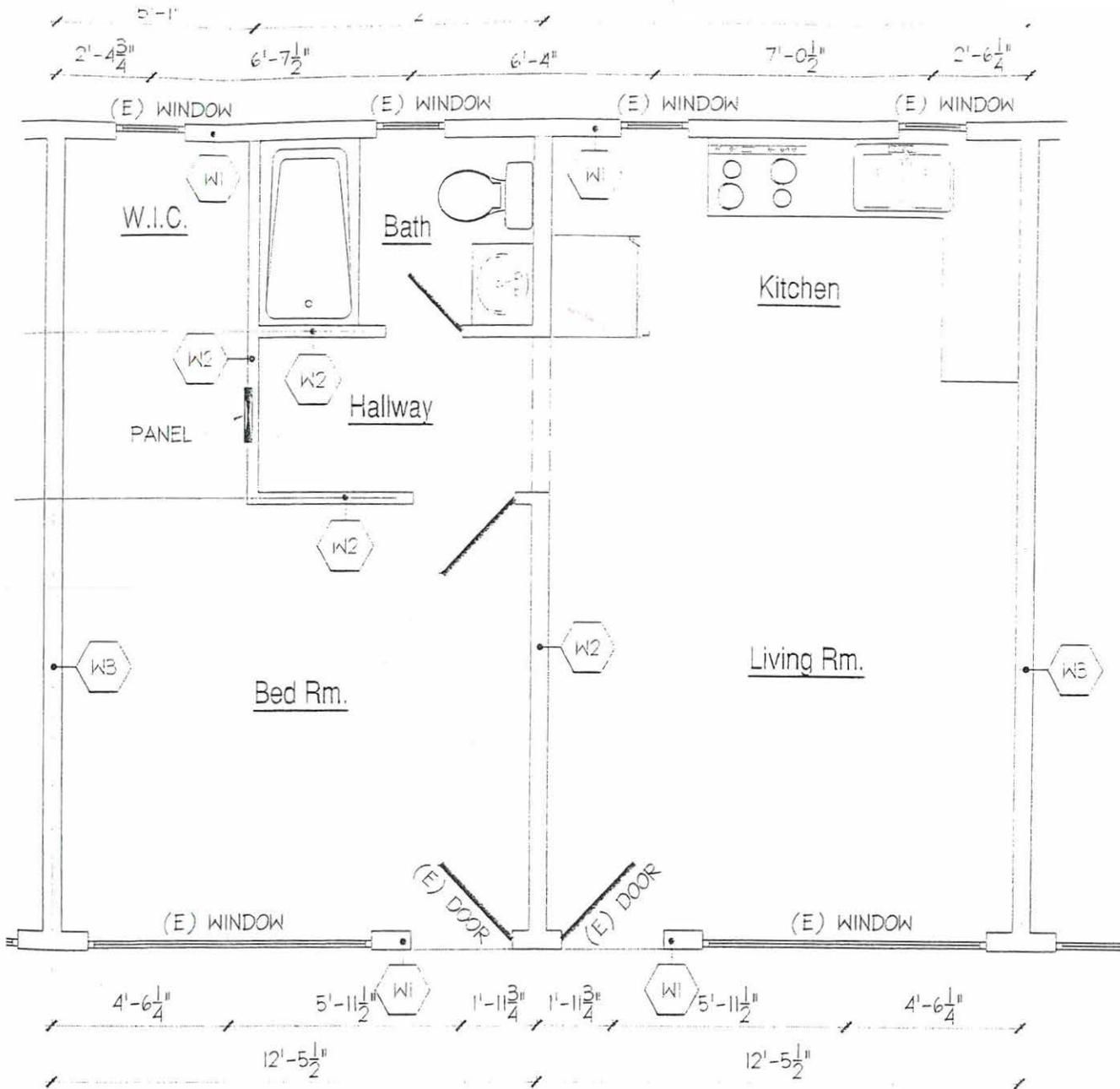
## 150 East Victoria Street



Herbert

East Victoria

# Schedule "C"

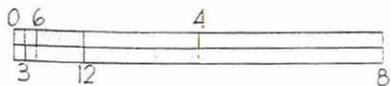


NOTE:

INSTALL 5/8" TYPE X DRYWALL ON CEILING. OR A FIRE RATED PARTITION IS TO BE CONSTRUCTED FROM TOP OF EXISTING WALL TO UNDERSIDE OF ROOF DECKING. OWNERS CHOICE

## MAIN FLOOR PLAN

477 SQ.FT.



### W2 INTERIOR WALL

- EXISTING DRYWALL
- EXISTING STUDS
- EXISTING DRYWALL

### W3 RENOVATED DEMISING WALL ESTIMATED STC=51 F.R. =1 HR