

THIS AGREEMENT MADE THIS _____ DAY OF _____, 2024

BETWEEN: THE TOWN OF RIVERVIEW, a municipal corporation,
incorporated under the Legislative Assembly of the Province of New Brunswick
and located at 30 Honour House Court, Riverview, County of Albert, Province
of New Brunswick, E1B 3Y9,

hereinafter called the “Town” Of the First Part;

-and-

Icon Developments Ltd., 814 Main Street, Suite 202, Moncton, NB E1C 1E6

hereinafter called the “Proponent” Of the Second Part

WHEREAS the Proponent has applied to redesignate the property located at the corner of Whitepine Road and Pine Glen Road, identified as PID 05005665 and as shown on Schedule A-13, from from CU – Community Use to C – Commercial, and to rezone said property from PRI – Parks, Recreational and Institutional to CM – Commercial Mix to accommodate three multi-unit dwellings;

AND WHEREAS the Planning Advisory Committee has recommended that the Town rezone said property in accordance with, and subject to the provisions contained in section 59 of the *Community Planning Act*, and subject to certain terms and conditions herein set forth;

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. The Proponent’s Covenants

The Proponent covenants and agrees to develop the lands in compliance with the following terms and conditions:

- a) That the development shall be in general conformity with the site plan and building elevations attached as Schedules A-13-1 and A-13-2, dated December 7, 2023;
- b) That notwithstanding Table 12.3, the maximum height of the buildings shall be permitted to be a maximum of 21m, but shall not exceed six storeys;
- c) That a stormwater management plan for the entire site shall be submitted and approved by the Town’s Engineering and Public Works Department prior to the issuance of a building/development permit for the first building;
- d) That notwithstanding Section 91(2)(b), a 2m tall opaque fence shall be permitted as screening in lieu of a 3m wide landscaping buffer;
- e) That nothing shall prohibit the proponent from applying for a variance under section 55 of the *Community Planning Act* for zoning provisions that are not addressed within the scope of this agreement; and
- f) That as-built drawings for engineering submissions shall be required within 30 days after construction of each building.

2. The Town’s Covenants

The Town covenants with the Proponent as follows:

- a) That the Town will undertake to carry out all necessary procedures to ensure that modifications to the zoning map shall conform with the attached Schedule A-13 subject to the terms herein contained and for the purposes stated herein.

3. Notices

Any notices under this agreement shall be sufficiently given by personal delivery by registered mail, postage prepaid, and mailed in a Canadian Post Office, addressed:

Proponent	Town
<p style="text-align: center;">JAMIE SHEA ICON DEVELOPMENTS LTD. 814 MAIN STREET, SUITE 202 MONCTON, NB E1C 1E6</p>	<p style="text-align: center;">TOWN OF RIVERVIEW ATTN: TOWN CLERK 30 HONOUR HOUSE COURT RIVERVIEW, NB E1B 3Y9</p>

4. The Proponent acknowledges and agrees that notwithstanding anything contained herein, the approval of the Town to the amendment to the zoning of the land is wholly conditional upon compliance by the Proponent with the terms and conditions herein, and further shall be of no effect until the zoning amendment is perfected pursuant to subsection 59(2) of the *Community Planning Act* of New Brunswick.

5. Successors

THIS AGREEMENT enures to the benefit of, and binds the parties hereto, their heirs, successors and assigns.

IN WITNESS WHEREOF the Town and the Proponent have caused their authorized officers and themselves to execute this agreement and to affix their seals, the day and year first above written;

SIGNED, SEALED AND DELIVERED

THE TOWN OF RIVERVIEW

 MAYOR

 CLERK

PROONENT

 JAMIE SHEA
 ICON DEVELOPMENTS LTD.

Schedule A-13

Town of Riverview
ZONING MAP

Date: 1/5/2024



Legend

 Rezone from PRI – Parks, Recreational, Institutional to CM – Commercial Mix



