

THIS AGREEMENT MADE THIS ____ DAY OF _____, 2025

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-

MATTIE CAPITAL INC., 103 Ochterloney Street, Dartmouth, Nova Scotia,
B2Y 1C7,

hereinafter called the “Owner” Of the Second Part

WHEREAS the Owner applied in 2014 to rezone the lands identified on Schedule A-3 to “CM” Commercial Mix, “RM – Residential Mix, “R3” – Multiple Unit Residential, “R1-C” – Single Unit Dwelling with compact lots, and “OS” – Open Space, said application having been accepted by Riverview Town Council as Amending Zoning By-law 300-6-5 and registered in the Albert County Registry Office on January 16, 2015 under registry number 34552662 subject to the conditions outlined in the Conditional Zoning Agreement registered in the Albert County Registry Office on January 16, 2015 under registry number 34552795;

WHEREAS the Owner applied in 2020 to re-establish the zoning as shown on Schedule A-3 to permit the development of a mixed-use neighbourhood subject to the provisions contained in section 59 of the *Community Planning Act*, said application having been accepted by Riverview Town Council as Amending Zoning By-law 300-7-3 and registered in the Albert County Registry Office on October 1st, 2020 under registry number 40526528 subject to the conditions outlined in the Conditional Zoning Agreement registered in the Albert County Registry Office on October 1st, 2020 under registry number 40526528

WHEREAS the Owner has applied to amend the provisions contained in section 59 of the *Community Planning Act*, and be subject to certain terms and conditions herein set forth;

WHEREAS the Town has resolved to remove all lots identified on Schedule A-3 within Dobson Landing that have been developed and sold to individual homeowners from the requirements of the terms and conditions herein set forth because it is no longer required to impose conditions relating to the development of the property on lots that have been previously developed. The town resolves to impose the terms and conditions herein on the undeveloped lands known as PID 05111927 and PID 00662668.

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

The Owner’s Covenants

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

- a) Driveways shall be limited to a maximum width of 4m within the street right-of way;

- b) A 2m high opaque wood fence shall be constructed between the Residential Mix zoned properties and the Industrial zoned properties along Pine Glen Road and that such fence be constructed concurrent to that phase of the residential development;
- c) That the upper edges of the stormwater ponds include landscaping treatments consisting of trees and shrubs;
- d) The developer will assume the costs and responsibility of the required on and off-site improvements as per the recommendations of the traffic impact study prepared by GRIFFIN transportation group Inc (September 2014);
- e) That work shall commence on one of the multi-unit buildings as well as one of the commercial buildings no later than five years from the date this agreement comes into effect, otherwise this agreement shall be cancelled and the zoning of those properties left undeveloped shall revert to the Residential Mix (RM) zone;
- f) That planting of street trees shall comply with the Street Tree By-law No. 700-80;
- g) Notwithstanding subsection 91(1)(b) and the Maximum Height provision in Table 11.3(a) of the Zoning By-law, the Planning Advisory Committee may consider 5 story multiple unit residential buildings within the R3 (Multiple Unit Dwelling) Zone subject to Terms and Conditions provided they respect all other design requirements that relate to R3 buildings being located next to R1-C Zone properties and maintain a building separation of 30 metres from the property line of any abutting single unit dwelling property;
- h) Sidewalks shall be required on one side of all streets within the subdivision;
- i) That the Owner enter into a cost sharing agreement for the 4 metre wide curbed and landscaped median (eg., naturalized/tall grasses & ornamental trees) within the 24 metre wide boulevard right-of-way and that the final landscape design and costs be dealt with as part of the Subdivision Agreement;
- j) The development shall be carried out in general conformance with the plans and drawings attached. It is understood that the arrangement of buildings, lots, streets and lands within the concept plan are general in nature and their final location will be determined through the subdivision and building permit process;
- k) Notwithstanding subsection 80(b) of the Zoning By-law, the Planning Advisory Committee may consider reasonable variances for accessory buildings and structures between 15 and 30 metres of the Mill Creek watercourse setback.

1. The Town's Covenants

The Town covenants with the Owner 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-3 subject to the terms herein contained and for the purposes stated herein; and
- b) That the Town enter into a cost sharing agreement for the 4 metre wide curbed and landscaped median (eg., naturalized/tall grasses & ornamental trees) within the 24 metre wide boulevard right-of-way and that the final landscape design and costs be dealt with as part of the Subdivision Agreement.

2. 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:

Owner	Town
MATTIE CAPITAL INC. 103 OCHTERLONEY STREET DARTMOUTH, NS B2Y 1C7	TOWN OF RIVERVIEW ATTN: TOWN CLERK 30 HONOUR HOUSE COURT RIVERVIEW, NB E1B 3Y9

3. The Owner 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 Owner 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.

4. 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 Owner 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

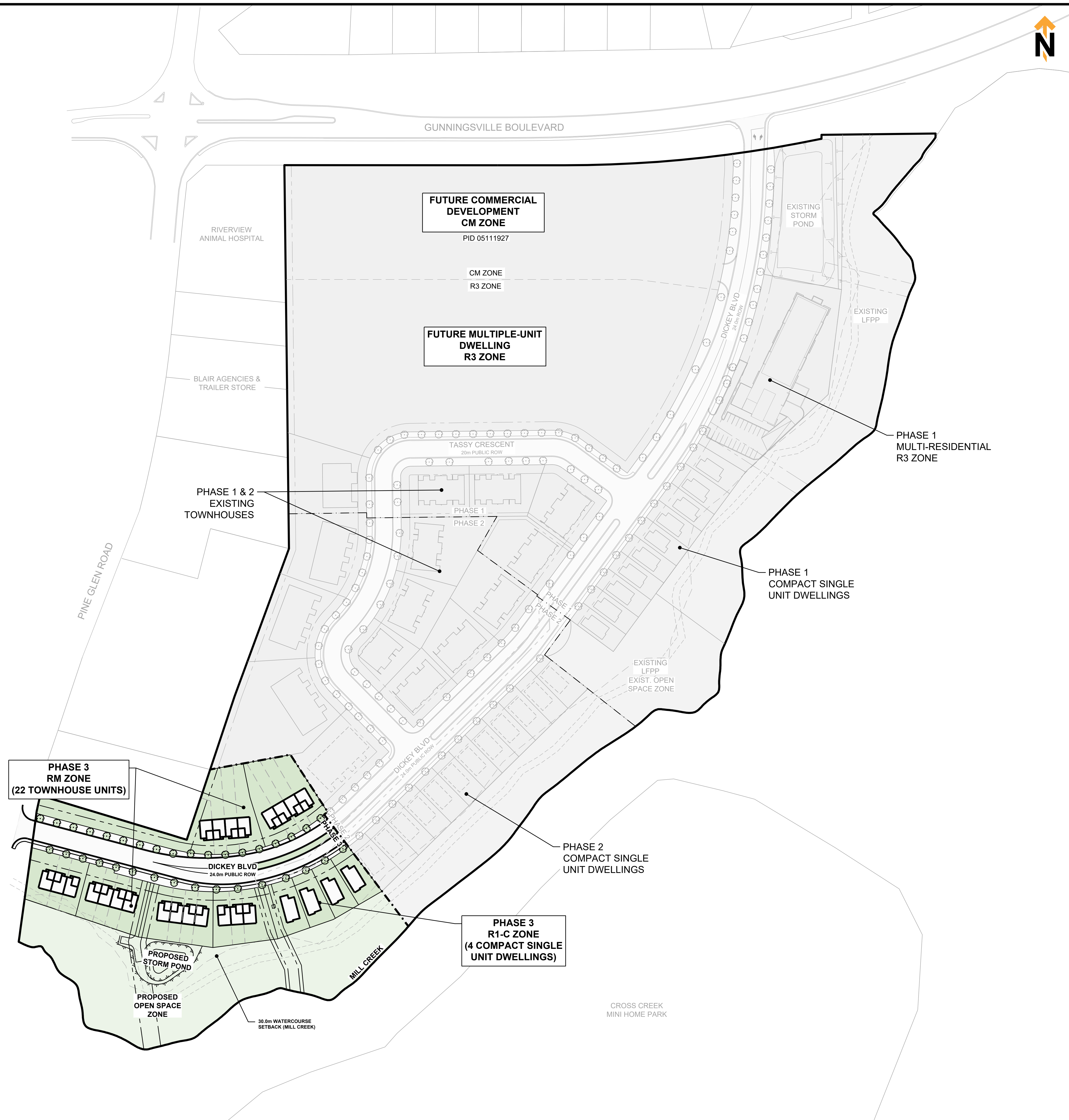
THE TOWN OF RIVERVIEW

MAYOR

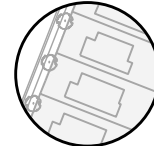

CLERK

OWNER

MATTIE CAPITAL INC.



MASTER PLAN (PHASE 3)
1:2000

-  PHASES 1 & 2
EXISTING DEVELOPMENT
-  PHASE 3
PROPOSED DEVELOPMENT

0	REZONING APPLICATION	2025-03-17
No.	DESCRIPTION	YYMMDD

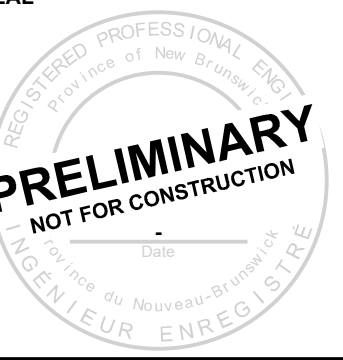
CIVIL CONSULTANT



PROJECT TITLE
DOBSON LANDING SUBDIVISION
UNIT 1 PHASE 3
DICKEY BOULEVARD, RIVERVIEW, NB

DRAWING TITLE
MASTER PLAN (PHASE 3)

SCALE

	DESIGNED BY	CHECKED BY
	J.D.	J.D.
	DRAWN BY	CHECKED BY
	J.D.	J.D.
DOCUMENT ISSUED FOR		
REZONING		
DATE ISSUED		
2025-03-17		
REVISION	DRAWING NUMBER	
0	C-101	