

## Resolution

### To Remove and Replace Dobson Landing Conditional Zoning Agreement

Whereas Mattie Capital Inc. has entered into a conditional zoning agreement for the properties identified in Schedule A-3.

And whereas the properties are subject to terms and conditions imposed under a conditional zoning agreement adopted under By-law No 300-7-3, passed on August 10<sup>th</sup>, 2020 and registered as registry no 40526528;

Be it resolved that the Council of Riverview, pursuant to Section 59 of the *Community Planning Act*, hereby **repeals** the conditional zoning agreement registered as registry #40526528 in the Albert County Registry Office and **replaces** it with the conditional zoning agreement attached as Schedule A-1 .

Moved by Councillor \_\_\_\_\_: and

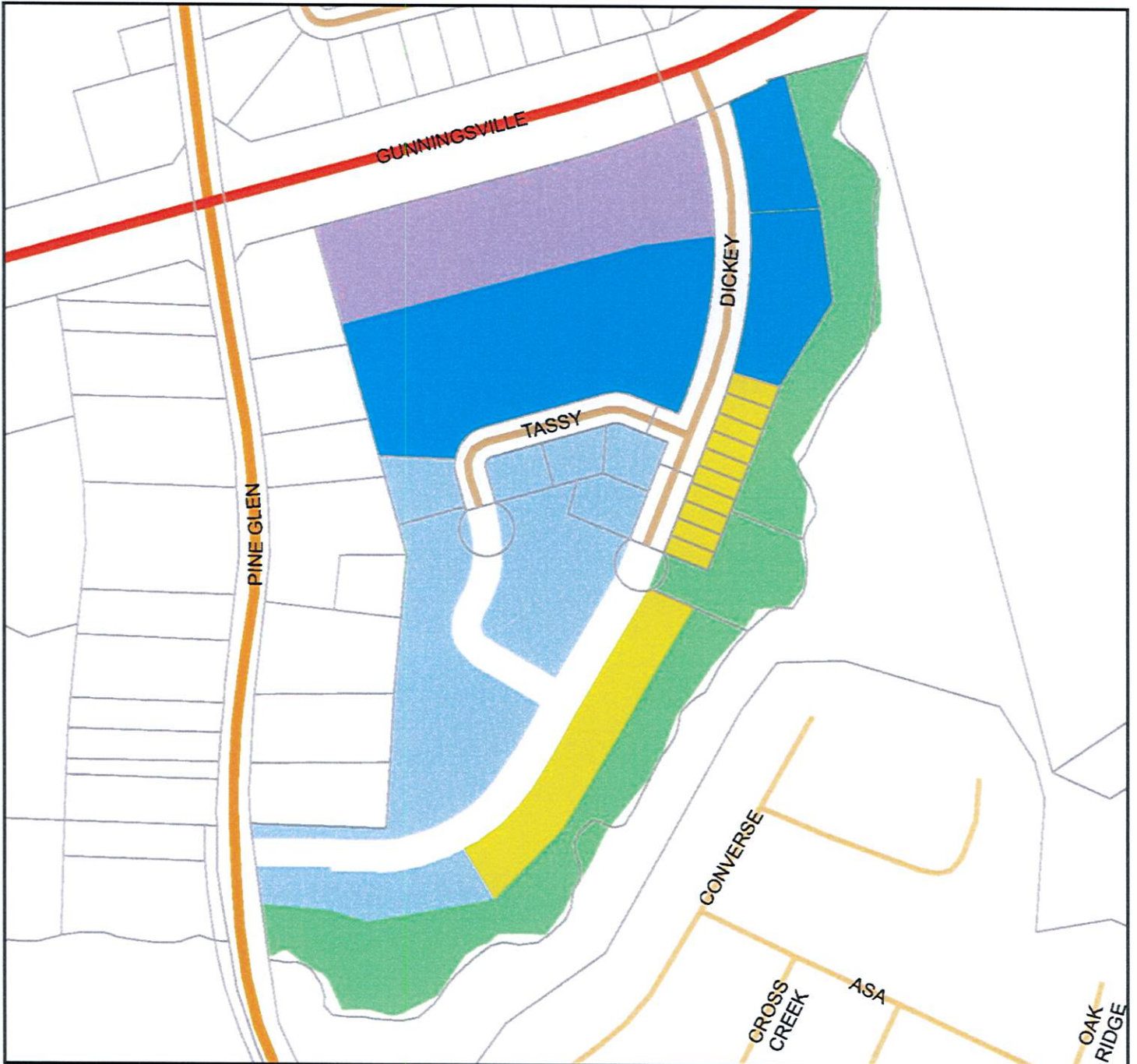
Seconded by Councillor \_\_\_\_\_

This \_\_\_\_day of \_\_\_\_\_, A.D., 2024






## Schedule A-3

### Town of Riverview ZONING MAP

Date: 2020-02-18



#### Legend

- |   |   |
|---|---|
|  R1-C - Single Unit Dwelling (Compact) |  CM - Commercial Mix |
|  R3 - Multiple Unit Dwelling           |  OS - Open Space     |
|  RM - Residential Mix                  |   |



0 50 100 200 m

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 “Developer” Of the Second Part

WHEREAS the Developer 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 Developer applied in 2020 to re-establish the zoning as shown on Schedule A-3 to permit the development of a mixed-use neighborhood 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 1<sup>st</sup>, 2020 under registry number 40526528;

WHEREAS the Developer 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 as the conditions are no longer required as the lots have been developed. The Town resolves to impose the terms and conditions herein on the undeveloped lands known as PIDs 05111927, 05124888 and 00662668.

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

#### **The Developer’s Covenants**

The Developer 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 Developer 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 Developer as follows:

- a) 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 or by registered mail, postage prepaid, and mailed in a Canadian Post Office, addressed:

Developer	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 Developer acknowledges and agrees that notwithstanding anything contained herein, the approval of the Town for the zoning of the land is wholly conditional upon compliance by the Developer with the terms and conditions herein.

## 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 Developer 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

**DEVELOPER**

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MATTIE CAPITAL INC.