



To: Chair and Members of Rothesay Planning Advisory Committee
From: Brian L. White, MCIP, RPP
Director of Planning and Development Services
Date: Wednesday, March 02, 2022
Subject: Rezoning - 43 Unit Apartment Building – 145 Hampton Road

Applicant/owner:	Mark Hatfield, Director	Applicant/owner:	Propertystar Inc.
Mailing Address:	11 Elliot Road Quispamsis, NB E2G 2B5	Mailing Address:	11 Elliot Road Quispamsis, NB E2G 2B5
Property Location:	145-147 Hampton Road	PIDs:	30266845, 00243097
Plan Designation:	Commercial	Zone:	Central Commercial
Application For:	43-unit / mixed used commercial apartment building		
Input from Other Sources:	Director of Operations, KVFD		

RECOMMENDATION:

PAC HEREBY removes from the TABLE the rezoning application for 145 Hampton Road.

ORIGIN:

At the February 7th, 2022 regular meeting PAC did TABLE the rezoning application for 145 Hampton Road pending the receipt of a supplemental staff report containing the following:

1. Additional project details from the applicant;
2. Staff review and recommendation of traffic and access;
3. Polling results;
4. Review by KVFD; and
5. Draft development agreement and rezoning by-law.

ADDITIONAL PROJECT DETAILS:

Staff previously recommended that the commercial signage be limited to awning signs incorporated into an awning valance. Awnings along commercial face of the building can provide a sense of scale as well as separating the storefront from the upper stories. Another acceptable sign would be projecting signs or wall mounted signs that enhance the character of the residential building. Staff note that lighting of the commercial signs should be restricted in their application to prevent light spillage into the upper level residential units. (Figure 2) The applicant has reviewed the Staff notes regarding signage and provide revised rendering showing awning signage. (Figure 1) Staff are supportive of the revisions to the building and note that the development agreement reflects the revisions by restricted the use of fascia signage in favour of awning and projecting signs.



Figure 1 - REVISED Project Rendering - Awning Signage and Enhanced Residential Entrance



Figure 2 – ORIGINAL Architectural Rendering of Proposed 43 Unit Apartment Building

DRIVEWAY ENTRANCE:

The applicant’s proposal is to share the driveway for the proposed building with the existing commercial driveway for 147 Hampton Road. The applicant engaged traffic consultants to provide a traffic study for the project. The consultant’s conclusion was “that the access be shifted as far north as possible. Maintaining a shared access at the location of the existing access on the property would be the preferred option and would reduce left turn conflicts.” Nevertheless, the Town reviewed the traffic analysis and are recommending a separate driveway for the proposed development. Staff’s primary concern is related to the complexity of the proposed shared driveway and potential conflicts with parked vehicles. (See Figure 3)

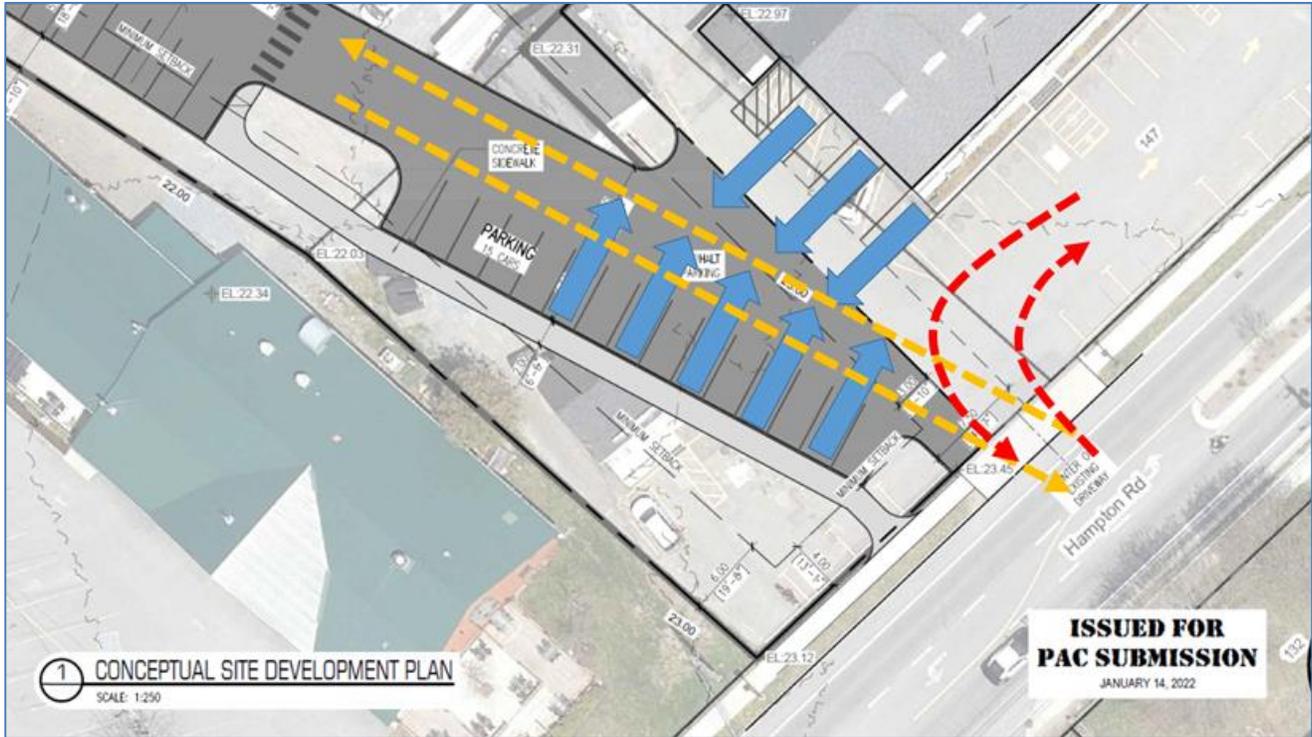


Figure 3 - Schematic diagram demonstrating the complexity of the proposed driveway

Staff note the authority to grant approval of driveway entrances lies with the Town Engineer. Furthermore, while PAC can grant variance or relief from the frontage requirements of the zoning by-law the location and configuration of driveways onto public roads exceeds the scope of powers given to the Committee. The developer does not agree with Staff's position regarding the location of the driveway entrance nevertheless, they have revised the site plan as per Staff's direction.

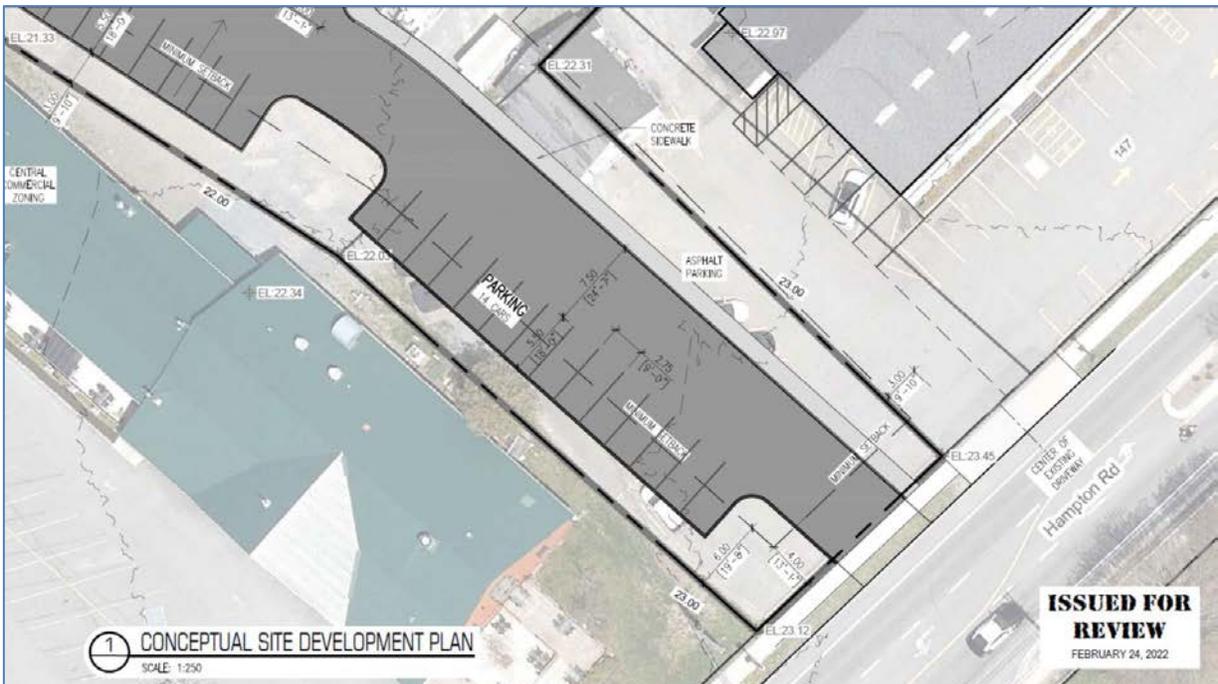


Figure 4 - Revised Driveway Entrance with Separation from 147 Hampton Road

KENNEBECASIS VALLEY FIRE DEPARTMENT:

As is required by Municipal Plan **Policy FR-7**, the KVFD did review the development proposal to ensure that public safety and firefighting concerns are addressed. KV Fire Department noted concerns regarding the ability to turn their largest firetruck around on the site. The developer consequently revised the site plan showing the firetruck and turning maneuvers (Figure 5). The space provided for fire truck turning at the end of the parking lot is sufficient according to the truck size KVFD have and minimum requirements by the National Building Code.

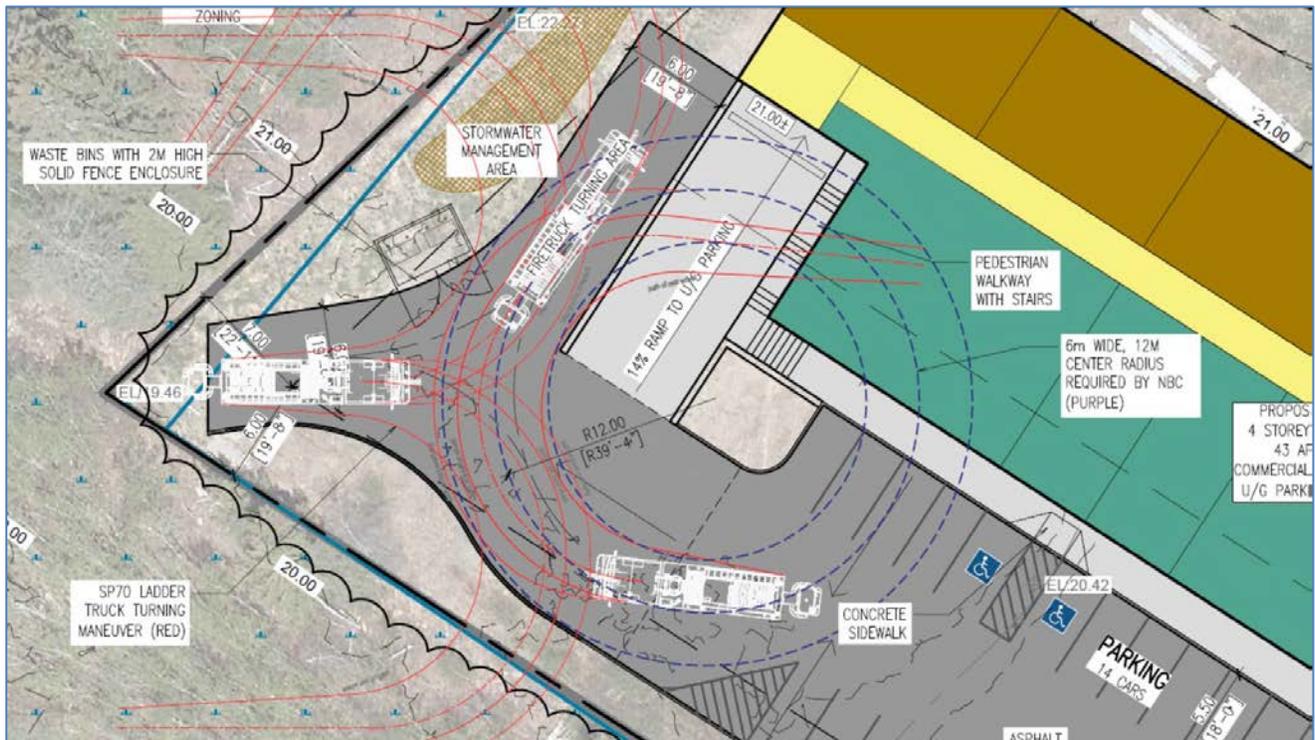


Figure 5 - Revised Site plan with Turning Area for Fire Trucks

POLLING:

Staff sent a polling notification letter to the surrounding property owners, and received email/letters concerning the development (Attachment A). Staff note that many of the concerns relate to the change in-use of the property from a vacant lot to what is likely viewed by neighbours as a very intensive use.

However, PAC should be aware that the property is currently zoned commercial and has considerable as-of-right development potential for intensive commercial uses that would in principle be less compatible with the surrounding residential neighbours.

RECOMMENDATIONS:

Staff recommend THAT the Planning Advisory Committee consider the following Motion:

Rothesay Planning Advisory Committee HEREBY recommends that Rothesay Council schedule a public hearing to consider rezoning land at 145 Hampton Road from Central Commercial to the Multi-Unit Residential Zone [R4] for a 43-unit / mixed used commercial apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act..



Report Prepared by: Brian L. White, MCIP, RPP

Date: Wednesday, March 02, 2022

ATTACHMENTS

- Attachment A Polling Results
- Attachment B Draft By-law 2-10-30
- Attachment C Draft Development Agreement

ATTACHMENT A – POLLING RESULTS

Dear Mr. White

We are writing to you in regards to the rezoning application, building and development proposal at 145-147 Hampton Road put forth by Property Star Inc. We live in the quiet neighbourhood behind the proposed building site and will be one of many directly impacted by this new construction. We have received and reviewed the plans and documents provided (thank you) and would like to address our concerns:

The proposed development does not fit within the established character or landscape of the area and is considered out of context for the locality. That particular area of Hampton Road consists mainly of smaller commercial buildings. This proposed multi-unit apartment complex has a very large footprint and would tower over the surrounding buildings.

This proposed construction would result in a substantial impact on the privacy of the residential homes and backyards directly behind it in the Oakville Acres neighbourhood. Based on the information we received, this would be a substantial building with commercial space on the bottom and room for 43 apartments above, which would be several stories high. Not only would the construction of such a building be noisy and disruptive, but once built and occupied it would be a looming presence in our backyards. A building of this size would absolutely be seen clearly, and any residents living in the upper floors would be able to see just as clearly into private residences and back yards of those on Monaco Drive.

Additionally, there would be a significant increase in light and noise pollution from the increased traffic, lighting, parking and people that would affect the neighbouring residential properties. Also of concern is the foot traffic from the apartment complex cutting through private property to access the Oakville Acres neighbourhood.

We are aware of other homeowners in this area who share our apprehension. We hope the Rothesay Planning Advisory Committee will take time to carefully consider all concerns and aspects of this proposal. We are not convinced that this would be the best location for this type of development.

Respectfully yours,

23 MONACO DRIVE

Hello Mr. White:

We are presently in Florida and were just forwarded a copy of your letter dated February 17, 2022, pursuant to the rezoning of 145 – 147 Hampton Road. Our residence at 25 Monaco Dr. fully borders the subject property. I have had discussions with Mr. Hatfield in the past regarding his encroachment on our border. I have found him to be less than cooperative in the clearing of that land and how it has been kept.

I had requested that he leave at least five feet on his side of the property line un-bull dozed as it would influence the root system of trees along the line. When I spoke to the operator later, I was advised that his instruction was to clear up to the line.

Following that, there were high winds that caused those trees on the line to contact the power line and a fire ensued. We were very fortunate in that the fire department acted quickly and saved our shed in the backyard in addition to protecting ours and neighbouring houses.

More recently, the existing land has become a dumping ground for building materials most likely leftover from construction of buildings off site.

We are aware of the content of the correspondence as sent to you by our neighbour, Charlene and Steve Buckley. They clearly identify the imposition placed on all of us along the intersecting line with 145 – 147 Hampton Rd. I will then not echo what you already has been put forth.

We have had to put up with short cutters on both sides of our residence. To add the described construction has the potential of substantially increasing that traffic. Whatever is done on that property should not be approved without the property being fully fenced. A six-to-eight-foot page wire fence should be considered a requirement.

Furthermore, that property as it exists, has caused our property to be much more wet than before it was cleared. Walking the power line clearing at the back in the spring results in water flowing over our footwear. We had to complain to the municipality a few years ago and they directed the owner to open up the track where a stream had flowed over the years. It is obvious that steps would be required to make sure a storm sewer system would be needed for any further development of the land.

We do not have any faith in that Mr. Hatfield, or his company would comply with any request to correct impositions on the neighbouring properties.

To allow the construction of the purposed structure would no doubt devalue our properties. Hopefully council will consider our position and views as put forth when considering the rezoning.

Yours Truly

25 MONACO DRIVE



Feb 25, 2022

Dear Brian White,

We recently received your letter on the rezoning of 145-147 Hampton road. Please be advised that we are absolutely opposed to such a development at that location for the following reasons.

1 - TRAFFIC! If you have ever attempted to try and exit Oakfield acres (Oakfield Lane) between 3:30 and 5:30 PM any weekday you would know it is ludicrous to consider putting a 43 unit residential /mixed use commercial apartment building at that location. We have in the past made the mistake of trying to leave our home at that time of day and sat there at that light and watch it turn from red to green to orange and back to red multiple time while trying to make a left turn. By the time the light turns green for us the traffic going east has stopped and completely blocked the intersection. A 43 unit apartment building will bring possibly 60+ more vehicles trying to get in and out of this area. By the way, I can't imagine how they will put 43 units on less than 1.5 acres of land! Imagine if you can, a fire truck or ambulance trying to make it's way into or out of Oakville Acres during peak traffic times.

2 - Noise. we have lived at our current address since 1988 so we have lived though all the development in this area including the development of the apartment buildings on Sierra Ave. So we know about the noise specifically related to apartment buildings -the late night (or all day) party music, shouting and singing that often ruins our sleep or a peaceful afternoon just sitting on the front porch, the unmuffled roar of the big motorbikes that race along Sierra Ave. An additional 43 unit building less than 100 meters from our front door is a nightmare scenario for us.

3. Property values - We are approaching the age where we will probably need to downsize in the not too distant future. This means selling our property. Our expectation is that this development will dominate the immediate area of my home to such an extent that it will have a significant negative impact on the value of our property lowering by as much as 30-40%. If this is the case we stand to lose as much as \$150,000 or more. If the town makes the mistake of allowing this to proceed we are sure to be among the many to file property assessment appeals.

We understand that development is going to happen over time. We have certainly been witness to this, but it must be planned so as to minimize the negative impacts and maximize the positives. It is your job and the councils responsibility to do what is right not only for us specifically but for the town overall. There are other much more suitable locations for a high density apartment development than at this location. Please seriously consider the reasons it is currently not zoned R4 and make the right decision.

Sincerely

[REDACTED]

24 Monaco Drive.

[REDACTED]



**BY-LAW 2-10-30
A BY-LAW TO AMEND THE ZONING BY-LAW
(No.2-10 Rothesay)**

The Council of the town of Rothesay, under authority vested in it by the Community Planning Act, and amendments thereto, hereby amends By-Law 2-10 “Rothesay Zoning By-law” and enacts as follows:

That Schedule A, entitled “Zoning” as attached to By-Law 2-10 “ROTHESAY ZONING BY-LAW” is hereby amended, as identified on the attached sketch, identified as Attachment “2-10-30”.

The purpose of the amendment is to rezone land located at 145 Hampton Road from Central Commercial to the Multi-Unit Residential Zone [R4] for a mixed used commercial and residential apartment building subject to the execution of a Development Agreement in accordance with the Community Planning Act, supra.

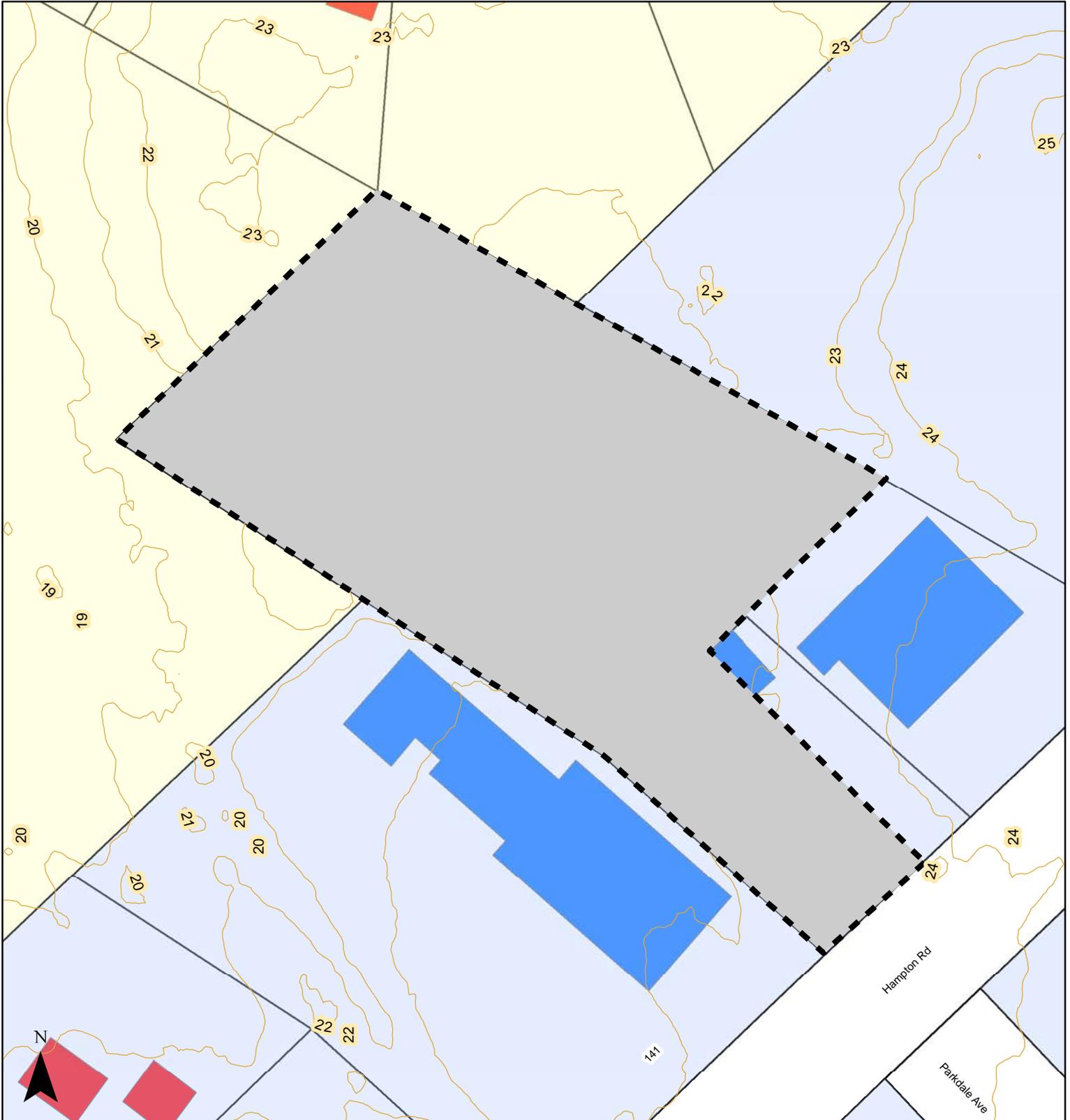
FIRST READING BY TITLE :
SECOND READING BY TITLE :
READ IN ENTIRETY :
THIRD READING BY TITLE
AND ENACTED :

MAYOR

CLERK

Attachment By-Law 2-10-30

PIDs 00243097 & 30266845



2022-02-18, 11:16:20 AM

Property Boundary

 Property Boundary

Buildings

 Commercial

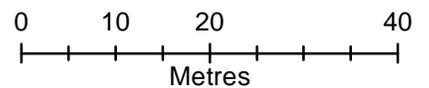
 Residential

Zoning

 CC

 R1B

1:800



The Town of Rothesay does not warrant the accuracy or completeness of the information, text, graphics, links or other items contained within the material

Rothesay

DEVELOPMENT AGREEMENT

Land Titles Act, S.N.B. 1981, c.L-1.1, s.24

Parcel Identifier of Parcels Burdened by Agreement: 30266845, 00243097
(to be reconfigured / consolidated)

Owner of Land Parcels: **Propertystar Inc.**
11 Elliot Road
Quispamsis, NB
E2G 2B5 (Hereinafter called the "Developer")

Agreement with: **Rothesay**
70 Hampton Road
Rothesay, N.B.
E2E 5L5 (Hereinafter called the "Town")

a body corporate under and by virtue of the Local Governance Act, RSNB 2017, Chapter 18, located in the County of Kings and Province of New Brunswick

WHEREAS the Developer is the registered owner of certain lands located at 145 Hampton Road (PIDs 30266845, 00243097) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into an development agreement to allow for the development of a forty-three (43) unit apartment building with ground floor commercial space on the Lands as described in Schedules A through D. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on **INSERT DATE**, authorize the Mayor and Clerk to enter into a Development Agreement with **PROPERTYSTAR INC.** to develop a mixed use commercial residential apartment building on the Lands.

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in the consideration of the mutual covenants and agreements herein expressed and contained, the parties hereto covenant and agree as follows:

1. The Developer agrees that the total area of ground floor commercial use space shall not exceed 486 square meters and that the total number of residential units situated on the Lands shall not exceed forty-three (43) apartment units and the.

Schedules

2. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
 - a. Schedule A Legal Description of Parcels
 - b. Schedule B Proposed Site Plan and Location of Buildings
 - c. Schedule C Building Elevations (4)
 - d. Schedule D Landscape Plan
 - e. Schedule E Storm Water Management Plan

Site Development

3. The Developer agrees that except as otherwise provided for herein the use of the Lands shall comply with the requirements of the Rothesay Zoning By-law and Subdivision By-law, as may be amended from time to time.

4. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedules B, C, D and E.

Architectural Guidelines

5. The Developer agrees that an objective of this development is to provide a high quality and visually attractive development, which exhibits an architectural design that reinforces the community character and that is generally consistent with the existing styles of housing in Rothesay. The Developer agrees to ensure the following:
 - a. The architectural design of the building shall be, in the opinion of the Development Officer, generally in conformance with Schedule C.
 - b. All exterior mounted ventilation and related mechanical equipment, including roof mechanical units, shall be concealed by screening in a manner to reduce clutter and negative impacts on the architectural character of the building.
 - c. The use of commercial fascia signage shall be prohibited; and
 - d. Awning signs, under awning signs, and projecting signs shall be the permitted forms of signage as specified in Rothesay's Signage By-law, as amended from time to time.

Storm Water

6. The Developer shall carry out, subject to inspection and approval by Town representatives, the installation of a storm water system as per Schedule E of this agreement. The Developer agrees to accept responsibility for all costs associated such installation including the following:
 - a. Construction, to Town standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water from the entire developed portion of the lands to a predetermined location selected by the Developer's Engineer and approved by the Town Engineer; and
7. The Developer agrees to submit for approval by the Town, prior to commencing any work on the storm water system such plans, as required by the Town, that shall conform with the design schematics and construction standards of the Town, unless otherwise acceptable to the Town Engineer.
8. The Developer agrees that all roof leaders, down spouts, and other storm water drains from the building, parking lot and landscape features shall not be directed or otherwise connected or discharged without attenuation directly to the Town's storm water or sanitary collection system.
9. The Developer agrees to provide to the Town Engineer written certification of a Professional Engineer, licensed to practice in New Brunswick that the storm water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sidewalks

10. The Developer shall carry out and pay for the entire actual cost of a sidewalk and associated barrier curbing as required to comply with Town standards extending the sidewalk from the proposed building to the Hampton Road, subject to inspection and approval by Rothesay's Engineer:

Water Supply

11. The Developer agrees to connect to the Town's nearest and existing water system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.

12. The Town agrees to supply potable water for the purposes and for those purposes only for ground floor commercial uses not exceeding 486 square meters and a total number forty-three (43) two-bedroom apartment units and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
13. The Developer agrees to pay the Town a fee for connection of the building to the Town water system including sprinkler feed to the Town water system calculated in the manner set out in By-law 1-18, Rothesay Water By-law as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
14. The Developer agrees that the Town does not guarantee and nothing in this Agreement shall be deemed a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. The Town shall not be liable to the Developer or to any person, firm or corporation for any damage or injury caused by the interruption of the supply of water, the lack of uniform pressure thereof or the quality of water.
15. The Developer agrees that all connections to the Town water mains shall be approved and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and that the operation of water system valves is the sole responsibility of the Town.
16. The Developer agrees to comply with the Town's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to the Town's water system.
17. The Developer agrees that the Town may terminate the Developer's connection to the Town water system in the event that the Town determines that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion or if an invoice for water service is more than 90 days in arrears.
18. The Developer agrees to provide, prior to the occupation of the building, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection to the Town water system has been satisfactorily completed and constructed in accordance with the Town specifications.

Sanitary Sewer

19. The Developer agrees to connect to the existing sanitary sewer system at a point to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
20. The Developer agrees to pay the Town a fee for connection to the Town sewer system calculated in the manner set out in By-law 1-15 Rothesay Sewage By-law, as amended from time to time, to be paid to the Town twelve (12) months following the issuance of the building permit.
21. The Developer agrees to carry out subject to inspection and approval by Town representatives, and pay for the entire actual costs of Engineering design, supply, installation, inspection and construction of all service lateral(s) necessary to connect to the existing sanitary sewer system inclusive of all pipes, laterals, fittings, and precast concrete units.
22. The Developer agrees to submit for approval by the Town, prior to commencing any work to connect to the sanitary sewer system, any plans required by the Town, with each such plan meeting the requirements as described in the Town specifications for such development.
23. The Developer agrees that connection to the Town sanitary sewer system shall be supervised by the Developer's engineer and inspected by the Town Engineer or such other person as is designated by the Town prior to backfilling and shall occur at the sole expense of the Developer.

Retaining Walls

24. The Developer agrees that dry-stacked segmental concrete (masonry block) gravity walls shall be the preferred method of retaining wall construction for the purpose of erosion control or slope stability on the Lands and furthermore that the use of metal wire basket cages filled with rock (gabions) is not an acceptable method of retaining wall construction.
25. The Developer agrees to obtain from the Town a Building Permit for any retaining wall, as required on the Lands, in excess of 1.2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

26. The Developer does hereby indemnify and save harmless the Town from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with the Town prior to the commencement of any work hereunder a certificate of insurance naming the Town as co-insured evidencing a policy of comprehensive general liability coverage on "an occurrence basis" and containing a cross-liability clause which policy has a limit of not less than Two Million Dollars (\$2,000,000.⁰⁰) including a project wrap-up liability policy (with no less than 24 months coverage after project completion). The aforesaid certificate must provide that the coverage shall stay in force and not be amended, canceled or allowed to lapse within thirty (30) days prior to notice in writing being given to the Town. The previously mentioned insurance coverage must remain in full force and effect during the period available to the Developer pursuant to this agreement to complete the work set out as described in this Agreement.

Notice

27. Any notice or advice which is to be given under this Agreement shall be deemed to have been satisfactorily given to the Developer if delivered personally or by prepaid mail addressed to **Propertystar Inc.**, 11 Elliot Road, Quispamsis, NB, E2G 2B5 and to the Town if delivered personally or by prepaid mail addressed to **ROTHESAY**, 70 HAMPTON ROAD, ROTHESAY, NEW BRUNSWICK, E2E 5L5. In the event of notice by prepaid mail, the notice will be deemed to have been received four (4) days following its posting.

By-laws

28. The Developer agrees to be bound by and to act in accordance with the By-laws of the Town as amended from time to time and such other laws and regulations that apply or that may apply in the future to the site and to activities carried out thereon.

Termination

29. The Town reserves the right and the Developer agrees that the Town has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not been completed on or before **INSERT DATE** being a date 5 years (60 months) from the date of Council's decision to enter into this Agreement. Accordingly, the Agreement shall have no further force or effect and henceforth the development of the Lands shall conform to the provisions of the Rothesay Zoning By-law.
30. Notwithstanding the preceding paragraph (29) above, the Parties agree that the development shall be deemed to have commenced if within a period of not less than three (3) months prior to **INSERT DATE** the construction of the municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Town Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
31. The Developer agrees that should the Town terminate this Agreement the

Town may call the Letter of Credit described herein and apply the proceeds to the cost of completing the work or portions thereof as outlined in this Agreement. If there are amounts remaining after the completion of the work in accordance with this Agreement, the remainder of the proceeds shall be returned to the Institution issuing the Letter of Credit. If the proceeds of the Letter of Credit are insufficient to compensate the Town for the costs of completing the work mentioned in this Agreement, the Developer shall promptly on receipt of an invoice pay to the Town the full amount owing as required to complete the work.

Security & Occupancy

32. The Town and Developer agree that Final Occupancy of the proposed building(s), as required in the Building By-law, shall not occur until all conditions above have been met to the satisfaction of the Development Officer and an Occupancy Permit has been issued.
33. Notwithstanding Schedule D and E of this Agreement, the Town agrees that the Occupancy Permit may be issued provided the Developer supplies a security deposit in the amount of one hundred twenty percent (120%) of the estimated cost to complete the required storm water management and landscaping. The security deposit shall comply with the following conditions:
 - a. security in the form of an automatically renewing, irrevocable letter of credit issued by a chartered bank dispensed to and in favour of Rothesay;
 - b. Rothesay may use the security to complete the work as set out in Schedule D and E of this Agreement including landscaping or storm water works not completed within a period not exceeding six (6) months from the date of issuance of the Occupancy Permit;
 - c. all costs exceeding the security necessary to complete the work as set out in Schedule D and E this Agreement shall be reimbursed to Rothesay; and
 - d. any unused portion of the security shall be returned to the Developer upon certification that the work has been completed and acceptable to the Development Officer.

Failure to Comply

34. The Developer agrees that after sixty (60) days written notice by the Town regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
 - (a) The Town shall be entitled to apply to any court of competent jurisdiction for injunctive relief including an order prohibiting the Developer from continuing such default and the Developer hereby submits to the jurisdiction of such Court and waives any defense based upon the allegation that damages would be an adequate remedy;
 - (b) The Town may enter onto the Lands and perform any of the covenants contained in this Agreement or take such remedial action as is considered necessary to correct a breach of the Agreement, whereupon all reasonable expenses whether arising out of the entry onto the Lands or from the performance of the covenants or remedial action, shall be a first lien on the Lands and be shown on any tax certificate issued under the Assessment Act;
 - (c) The Town may, by resolution of Council, discharge this Agreement whereupon this Agreement shall have no further force or effect and henceforth the development of the Lands shall conform with the provisions of the Land Use By-law; and/or
 - (d) In addition to the above remedies, the Town reserves the right to pursue any other remediation under the *Community Planning Act* or Common

Law in order to ensure compliance with this Agreement.

Entire Agreement

35. This Agreement contains the whole agreement between the parties hereto and supersedes any prior agreement as regards the lands outlined in the plan hereto annexed.

Severability

36. If any paragraph or part of this agreement is found to be beyond the powers of the Town Council to execute, such paragraph or part or item shall be deemed to be severable and all other paragraphs or parts of this agreement shall be deemed to be separate and independent therefrom and to be agreed as such.

Reasonableness

37. Both parties agree to act reasonably in connection with any matter, action, decision, comment or approval required or contemplated under this Agreement.

This Agreement shall be binding upon and endure to the benefit of the Parties hereto and their respective heirs, administrators, successors and assigns.

IN WITNESS WHEREOF, each of the parties set out below has caused this Agreement, made in duplicate, to be duly executed by its respective, duly authorized officer(s) as of _____, 2022.

Witness:

Propertystar Inc.

Mark Hatfield, Director

Rothesay

Witness:

Nancy E. Grant, Mayor

Witness:

Mary Jane E. Banks, Clerk

SCHEDULE A

PID: | **30266845, 00243097**
(PIDS TO BE RECONFIGURED / CONSOLIDATED)

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: Mark Hatfield
11 Elliot Road
Quispamsis, NB
E2G 2B5

Office Held by Deponent: **Director**

Corporation: **PROPERTYSTAR INC.**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

I, MARK HATFIELD, the deponent, make oath and say:

1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
2. That the attached instrument was executed by me as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
3. the signature "MARK HATFIELD" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
4. the Seal affixed to the foregoing indenture is the official seal of the said Corporation was so affixed by order of the Board of Directors of the Corporation to and for the uses and purposes therein expressed and contained;
5. That the instrument was executed at the place and on the date specified above;

DECLARED TO at Rothesay,
in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2022)

BEFORE ME:)

Commissioner of Oaths)

MARK HATFIELD

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: **MARY JANE E. BANKS**
Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **ROTHESAY**

Other Officer Who Executed the Instrument: **NANCY E. GRANT**
Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Other Officer Who Executed the Instrument: Mayor

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2022

I, **MARY JANE E. BANKS**, the deponent, make oath and say:

- 1. That I hold the office specified above in the corporation specified above, and am authorized to make this affidavit and have personal knowledge of the matters hereinafter deposed to;
- 6. That the attached instrument was executed by me and **NANCY E. GRANT**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
- 7. The signature "**NANCY E. GRANT**" subscribed to the within instrument is the signature of Nancy E. Grant, who is the Mayor of the town of Rothesay, and the signature "**Mary Jane E. Banks**" subscribed to the within instrument as Clerk is the signature of me and is in the proper handwriting of me, this deponent, and was hereto subscribed pursuant to resolution of the Council of the said Town to and for the uses and purposes therein expressed and contained;
- 8. The Seal affixed to the foregoing indenture is the official seal of the said Town and was so affixed by order of the Council of the said Town, to and for the uses and purposes therein expressed and contained;
- 9. That the instrument was executed at the place and on the date specified above;

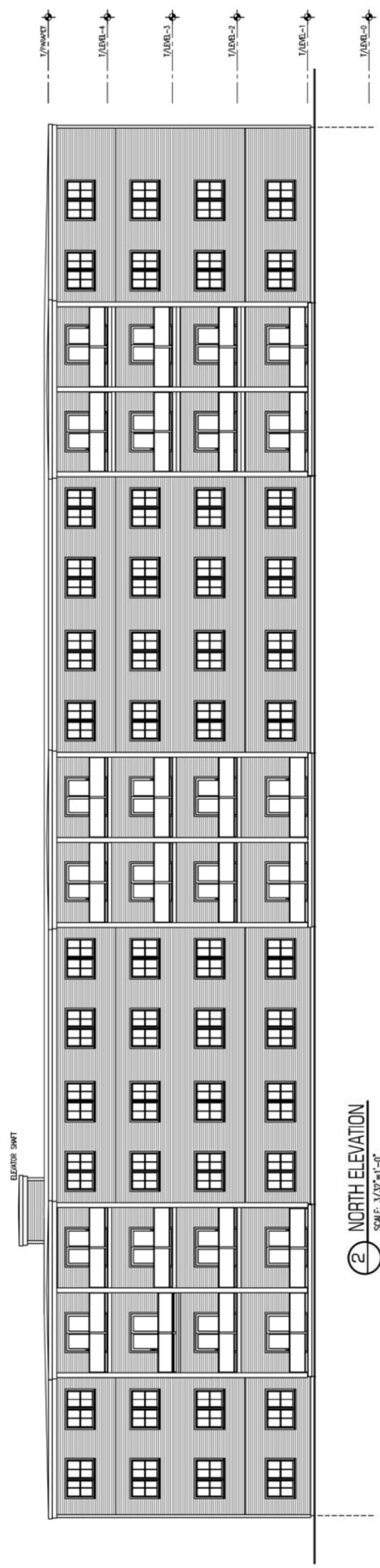
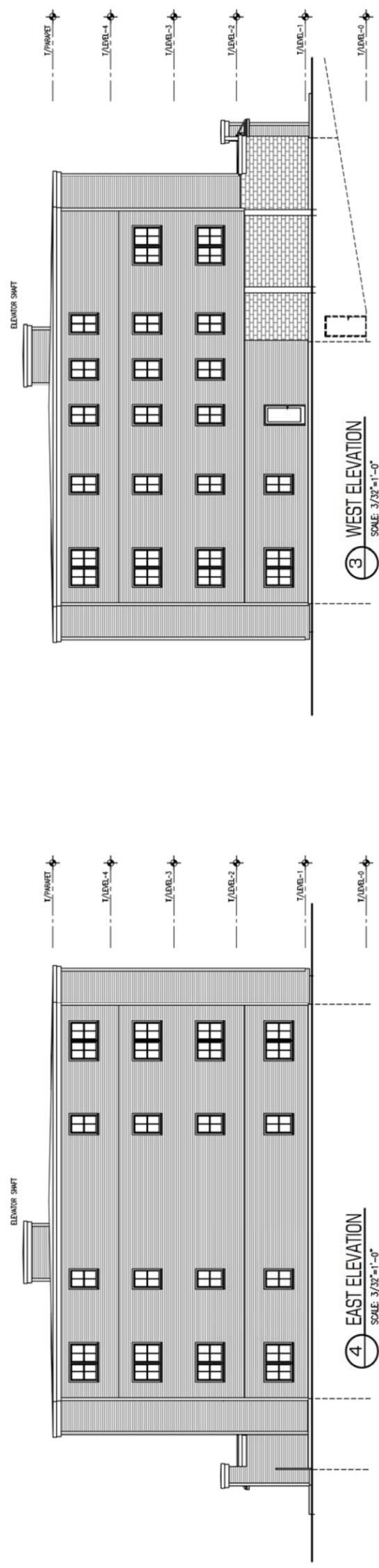
DECLARED TO at town of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2022)

BEFORE ME:)

Commissioner of Oaths)

MARY JANE E. BANKS

PROPERTYS TAR 145 ROAD 145 R O N B U N S W I C K



**ISSUED FOR
PAC SUBMISSION**
JANUARY 14, 2022

Polyline Designs Inc.
RESIDENTIAL / COMMERCIAL BUILDING DESIGN
SITE AND LANDSCAPE DESIGN
ARCHITECTURAL RENDERING
PAINTING and GRAPHIC SERVICES

MONROE OFFICE: 505 LESLIE STREET, MONROE, LA 70601
T: 504.850.8500 x 1 E: info@polylinedesigns.com
SUSSEX OFFICE: 437 ROCKBURY ROAD, ROCKBURY, MA 01571
T: 508.434.1157 x 1 E: info@polylinedesigns.com
WWW.POLYLINEDESIGN.COM

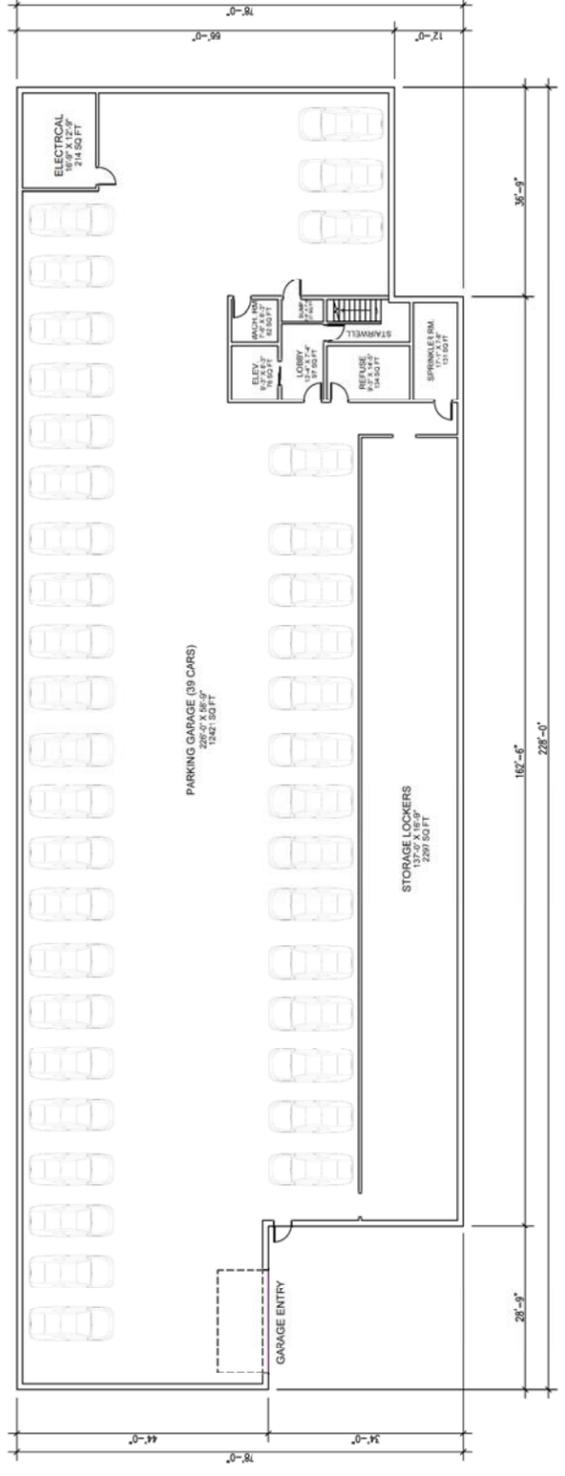
PROPERTYS STAR 145

145 HAMPTON ROAD

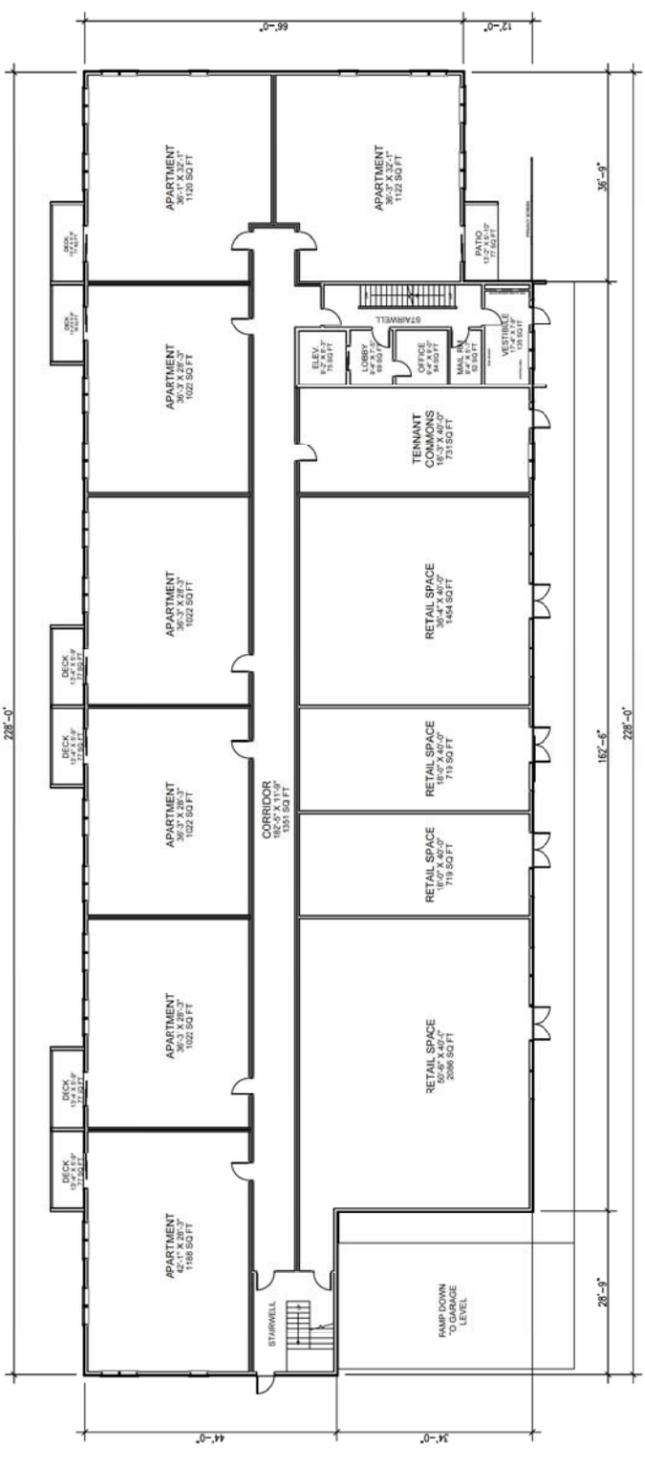
R O T H E S A Y , N E W B U R U N S W I C K



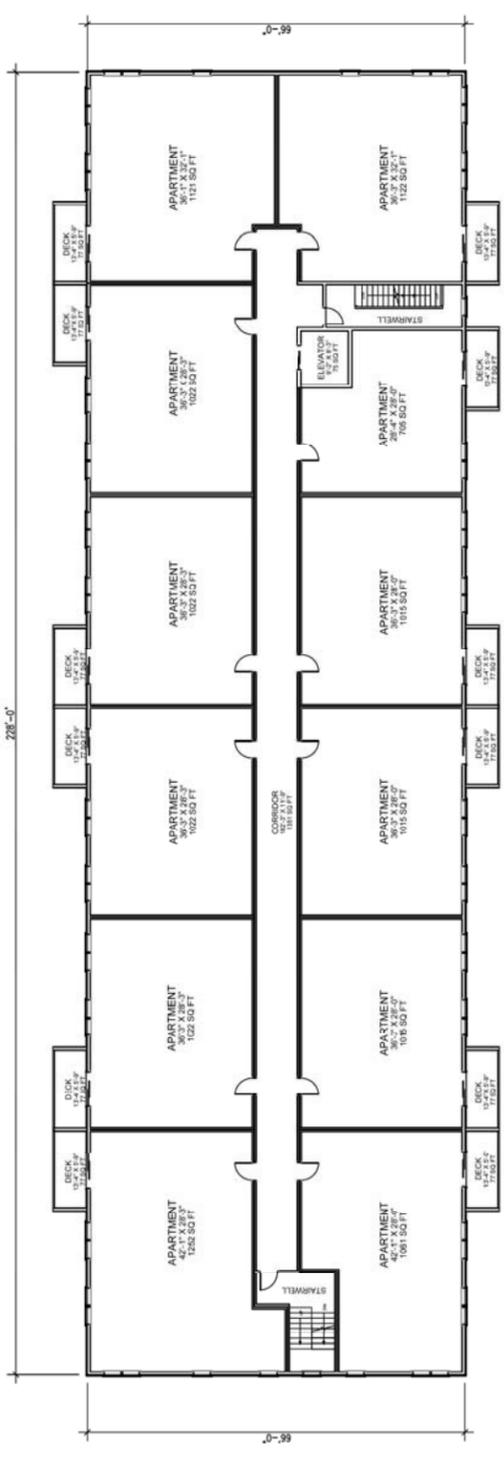
1 LEVEL-0 FLOOR PLAN
 SCALE: 1/16"=1'-0"
 FLOOR AREA 16,365 S.F.
 39 VEHICLE PARKING SPACES



2 LEVEL-1 FLOOR PLAN
 SCALE: 1/16"=1'-0"
 FLOOR AREA 16,365 S.F.
 7 APARTMENTS
 TENANT COMMONS 731 S.F.
 RETAIL SPACES 4,978 S.F.



3 LEVEL-2, 3, 4 FLOOR PLAN
 SCALE: 1/16"=1'-0"
 FLOOR AREA 15,048 S.F.
 12 APARTMENTS



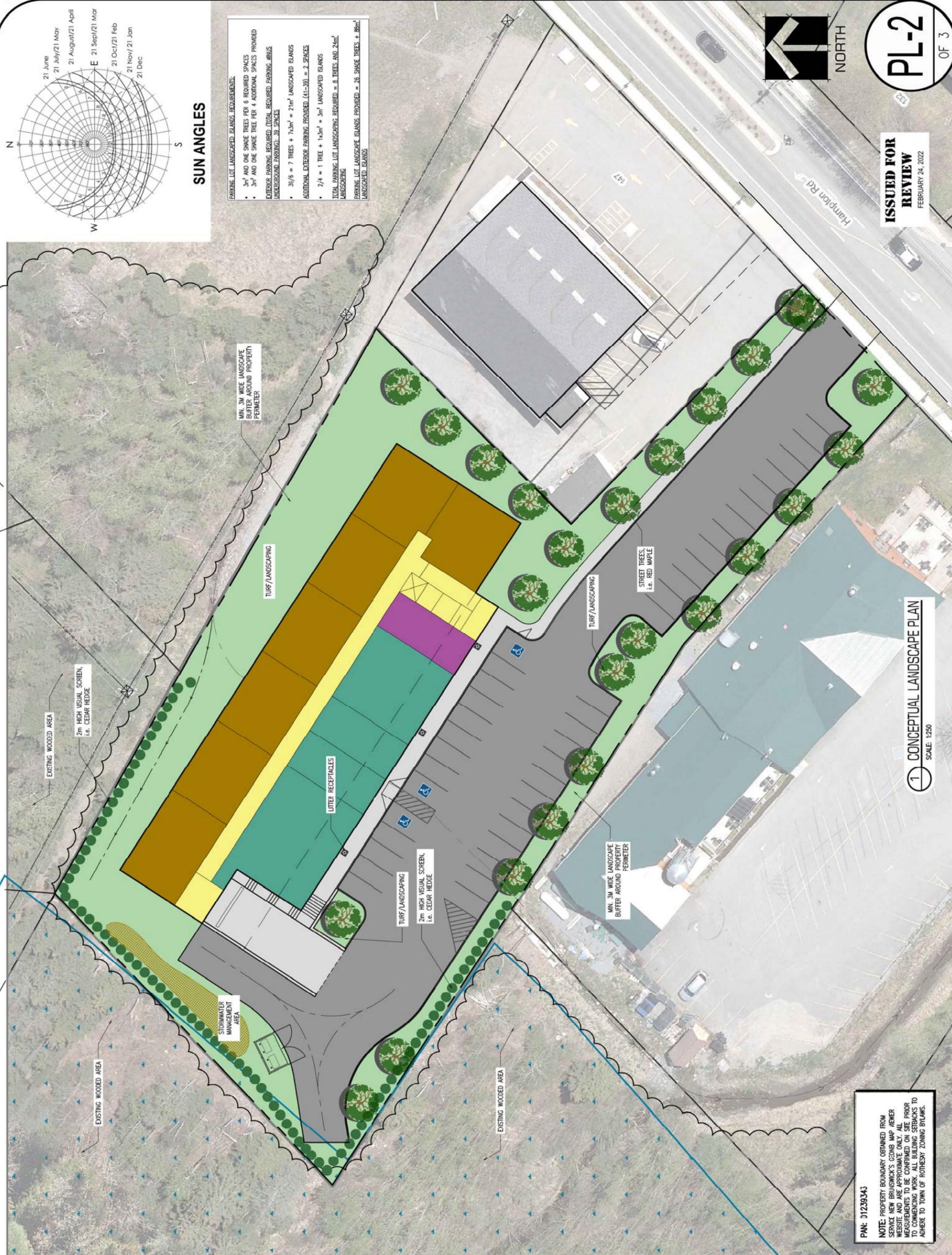
**ISSUED FOR
 PAC SUBMISSION**
 JANUARY 14, 2022

PROPERTYS 145 HAMP TON BURN SWICK ROAD 145

P Polyline Designs Inc.
 RESIDENTIAL / COMMERCIAL BUILDING DESIGN
 SITE AND LANDSCAPE DESIGN
 ARCHITECTURE
 PAINTING and GRAPHIC SERVICES

WORKING OFFICE: 685 LESLIE STREET, WILMINGTON, MA 01897
 SERVICE OFFICE: 437 PICKFORD ROAD, PICKFORD, MA 01462
 SUSSEX: T. 508.434.1157 & E. info@polyline-designs.com
 WWW.POLYLINEDESIGNS.COM

PAN: 01239343
 NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEOID MAP. FINDER SERVICE AND THE APPROXIMATE ONLY. SITE PRIOR TO COMMENCING WORK. ALL BUILDING STRUCKS TO ADHERE TO TOWN OF RUTHERS ZONING BYLAW.



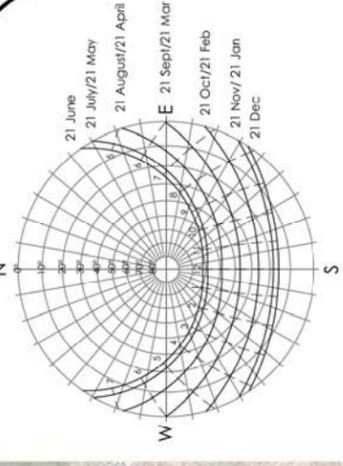
1 CONCEPTUAL LANDSCAPE PLAN
 SCALE: 1:250

ISSUED FOR REVIEW
 FEBRUARY 24, 2022

PL-2
 OF 3

- PARKING LOT LANDSCAPED ISLANDS REQUIREMENTS:**
- 3/4" AND ONE SHADE TREE PER 6 REQUIRED SPACES
 - 3/4" AND ONE SHADE TREE PER 4 ADDITIONAL SPACES PROVIDED UNDERGROUND PARKING - 38 SPACES
- EXTERIOR PARKING REQUIRED TOTAL REQUIRED PARKING MINUS UNDERGROUND PARKING - 38 SPACES**
- 35/6 = 7 TREES + 7.5m² = 21m² LANDSCAPED ISLANDS
 - ADDITIONAL EXTERIOR PARKING PROVIDED (41-39) = 2 SPACES
 - 2/4 = 1 TREE + 1.5m² = 3m² LANDSCAPED ISLANDS
- TOTAL PARKING LOT LANDSCAPING REQUIRED = 8 TREES AND 24m² LANDSCAPING**
- PARKING LOT LANDSCAPE ISLANDS PROVIDED = 26 SHADE TREES + 88m² LANDSCAPED ISLANDS**

SUN ANGLES



Ref: 21358-StormwaterReview

January 14, 2022

Mr. McLean,

Re: 145 Hampton Road - Homestar - Stormwater Review

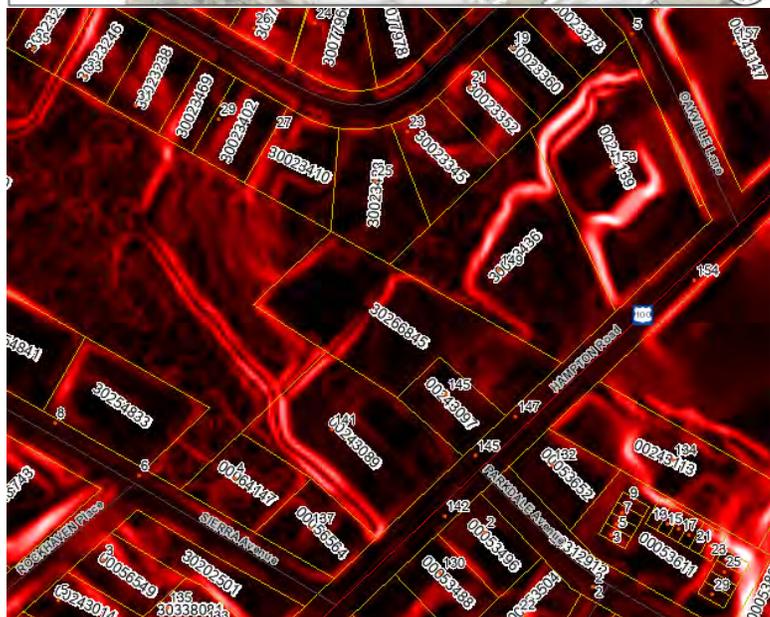
Don-More Surveys & Engineering Ltd. (Don-More) has been engaged to perform a high level review of a proposed development at the above address relative to a stormwater management strategy.

We have been provided with a revised conceptual site plan prepared by Polyline Designs dated January 13, 2022 and this review is limited to details shown on this site plan.



Existing Site

The existing site can be characterised as a generally flat area with two existing buildings. The front area of the site is an asphalt parking area. The rear portion of the site is gravel. The rear area is bisected by a drainage channel flowing southwest from the vacant property at 149 Hampton Road. This drainage channel connects with a larger channel flowing northwest along the southern side of 141 Hampton Road and the combined channel flows northwest into an existing wetland area which eventually drains into Salmon Creek.



lying on top of the existing drainage channel. This channel would need to be rerouted along the northern and western sides of the new building.

The new site would be designed to perform stormwater management to limit peak flows to pre development levels. Water draining from the parking areas would be directed to a Stormsceptor to provide treatment of water quality. Below are preliminary design ideas for how this will be achieved.

The new building has a flat roof. We would plan to detain water on the roof of the building using flow controllers on the roof drains. Typically we design this system to pond the equivalent of 100mm of water in a 100 year event.

The new parking area would be designed to have a catch basin system which will collect the water and direct it to a Stormsceptor, then discharge to the western corner of the property. The parking lot around the catch basins will be graded to create "ponds" at the catch basins and Inlet Control Devices (ICD's) will be installed on the catch basins to limit peak flows into the piped system. This results in water ponding on the parking area in peak rain events.

Following detailed design and once modelling of these two approaches has been completed, if additional measures are required to reduce peak flows we would look at either a traditional stormwater management pond at the western corner of the property, or underground storage under the parking areas.

Closing

We trust this is sufficient for your present needs. Please feel free to contact the undersigned at 506.636.2136 or at at@dmse.ca for any additional information or clarification.

Yours truly,

Don-More Surveys & Engineering Ltd.

Andrew Toole

Andrew Toole, NBLs, P.Eng.