



**To:** Chair and Members of Rothesay Planning Advisory Committee  
**From:** Brian L. White, MCIP, RPP  
 Director of Planning and Development Services  
**Date:** Thursday, March 03, 2022  
**Subject:** Rezoning - 40 Unit Apartment Building – (Highland Avenue & Hillcrest Drive)

<b>Applicant/owner:</b>	Sean Hall	<b>Applicant/owner:</b>	Luke Moffett
<b>Mailing Address:</b>	41 Brigadoon Terrace Saint John, NB E2K 5P5	<b>Mailing Address:</b>	James Avery Grace Corp. 76 Highland Avenue Rothesay NB E2E 5N3
<b>Property Location:</b>	Highland Avenue & Hillcrest Drive	<b>PID:</b>	00444885, 00444877, 30346308, 30187629
<b>Plan Designation:</b>	High Density	<b>Zone:</b>	Single Family R1A
<b>Application For:</b>	40 Unit Apartment Building + 2 Single Family Dwellings		
<b>Input from Other Sources:</b>			

**RECOMMENDATION:**

PAC remove from the TABLE an application to rezone land off Highland Avenue and Hillcrest Drive from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4]) subject to a development agreement.

**ORIGIN:**

At their February 7<sup>th</sup>, 2022 regular meeting Rothesay PAC TABLED the application to rezone land off Highland Avenue and Hillcrest Drive from the R1A zone to the R4 Multi-Unit Residential zone pending the receipt of a supplemental staff report containing the following:

1. Polling results; and
2. Draft development agreement and rezoning by-law.

Staff conducted polling for the rezoning by notifying by regular mail property owners within one hundred (100) meters of the subject property. The notice explains the details of the rezoning application and provides a method for residents to have their views forwarded to the PAC for consideration at the next meeting.

**POLLING:**

The results of the polling resulted in feedback from the adjacent property owner with very specific concerns relative to the location of the building, parking and driveway in proximity to their property at 6 Hillcrest Drive. (Attachment A)

**DRAFT BY-LAW & DEVELOPMENT AGREEMENT:**

Staff have prepared Draft By-law 2-10-31 (Attachment B) and a Draft development agreement (Attachment C) in anticipation of Council holding a public hearing on the rezoning application. The Draft development agreement stipulates the architectural details, and general development and administrative details and more specific details of the project such as:

1. Development of four (4) apartments meeting energy efficiency net zero rating system;

2. Maintaining for a period of twenty (20) years six (6) affordable rental housing units; and
3. Development of two (2)<sup>1</sup> Universal Design Barrier Free units utilizing Universal Design principles.

The recommendation to conduct a public hearing is not a recommendation to rezone the property. Staff will provide a recommendation report for PAC and PAC will in turn provide a recommendation to Council preceding their decision on the application.

**RECOMMENDATION:**

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 off Highland Avenue and Hillcrest Drive from the R1a zone to the R4 Multi-Unit Residential Zone subject to the execution of a Development Agreement in accordance with the Community Planning Act..



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

Date: Thursday, March 03, 2022

Attachment A	Polling Results
Attachment B	DRAFT By-law 2-10-31
Attachment C	DRAFT Development Agreement

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<sup>1</sup> These units are additional to the Barrier-Free Design Building Code requirements under New Brunswick Regulation 2021-3 under the Building Code Administration Act.

## ATTACHMENT A – POLLING RESULTS

Planning and Advisory Committee

I am the property owner at 6 Hillcrest Drive. The property directly behind the proposed development. I am strongly opposed to the rezoning of the land adjacent to my property for the following reasons.

- It will adversely affect property values in the area
- Unlike the condos recently built in the area this apartment building will be in close proximity with existing houses making a small area cluttered and not aesthetically pleasing
- A building of this size will have sightlines into the yards and windows of the existing residential structures raising concerns for the privacy of residents
- Increased traffic in the area will affect the safety of children in the neighbourhood

Being the owner of the property adjacent to the rear of the proposed development I have some concerns about the placement of the drive aisle proposed to come off Hillcrest Drive and the parking lot directly behind our property. Below are some of my concerns that will directly affect the quality of life for my property.

- A. -Drive aisle proposed to enter and exit on hillcrest drive will be built between two single-family homes increasing noise and light pollution and affect air quality due to the traffic.
- B. -Parking lot to the rear of the proposed development faces directly onto our property. Automobile headlights will shine directly into our yard and onto our home.
- C. -Building and parking lot lighting will create light pollution and trespass onto our property.
- D. -Not shown on the proposed development is the location of garbage collection. Being in close proximity to our property will increase the amount of pests and nuisance animals as well as unpleasant odours.
- E. -Garbage collection and snow removal happen at all hours of the day and night. The noise associated with these processes will create sleep disturbances.
- F. -Drainage and runoff collecting between the two properties.
- G. -Noise from the building's heating and cooling units, as well as noise associated from the underground parking garage door and echo of the cars entering and exiting.

All of these reasons will lower the quality of life for our property. My significant other and I are shift workers and the draw for us to move to the area was that it was a peaceful area free from unnecessary disturbances that was safe for our children. This proposed development contradicts all the reasons we chose to buy in Rothesay.

6 HILLCREST DRIVE

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6 HILLCREST DRIVE



**BY-LAW 2-10-31  
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 “2-10-31”.

The purpose of the amendment is to rezone land off Highland Avenue and Hillcrest Drive from Single Family Residential – Large Serviced Zone [R1a] to the Multi-Unit Residential Zone [R4] 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 :

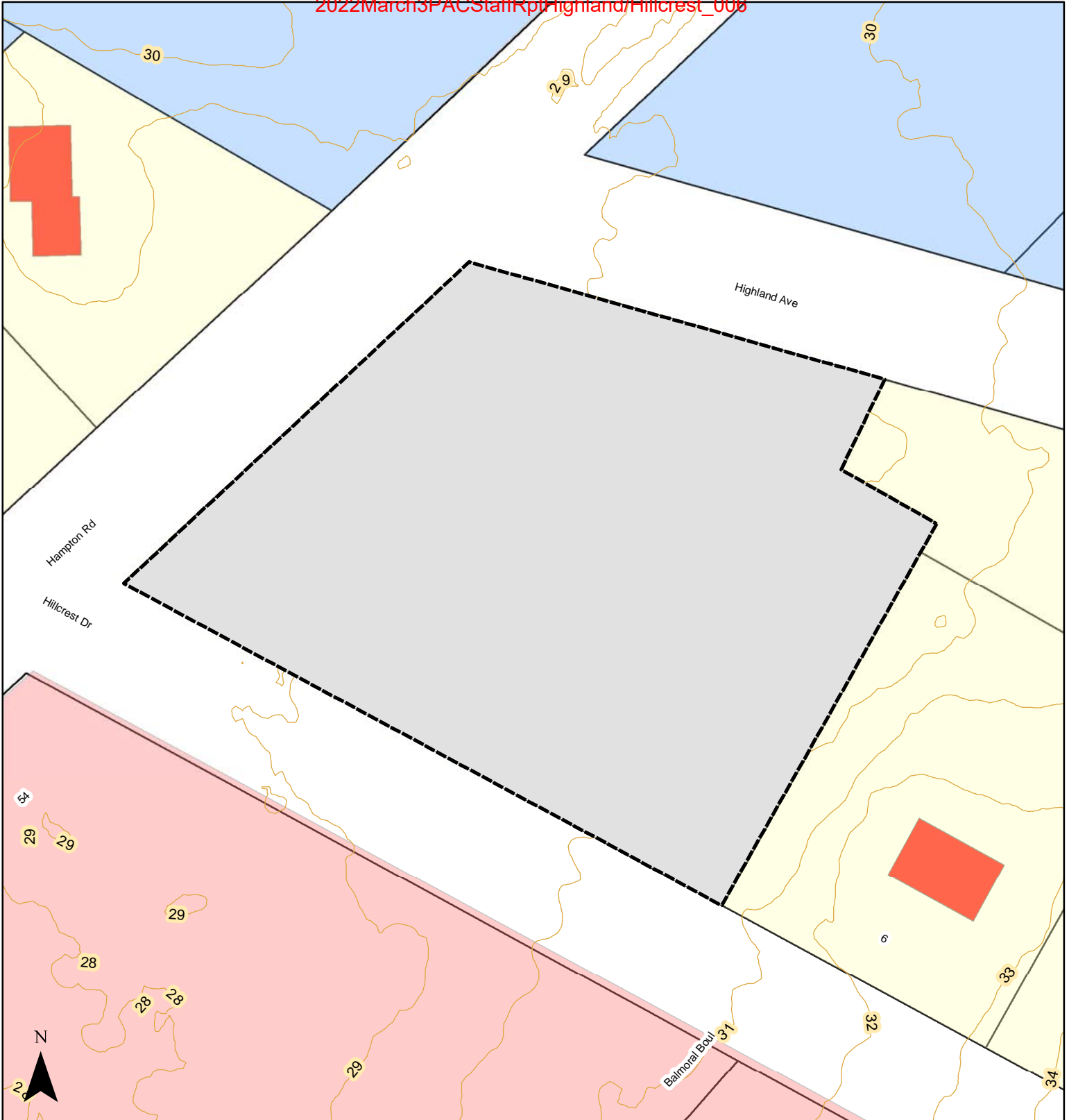
\_\_\_\_\_  
MAYOR

\_\_\_\_\_  
CLERK

# Attachment - Bylaw 2-10-31


PIDs 00444877, 30346308, 30187629, 00444885

2022March3PACStaffRptHighland/Hillcrest\_000



2022-02-18, 11:10:02 AM

### Property Boundary

 Property Boundary

### Buildings

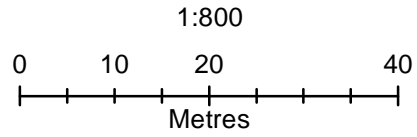
 Residential

### Zoning

 INSma

 R1A

 R4



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 Parcel Burdened by Agreement: 00444885, 00444877, 30346308, 30187629  
(to be consolidated)

Owner of Land Parcels: **Bespoke Suites Inc.**  
76 Highland Avenue  
Rothesay, New Brunswick  
E2E 5N9 (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 off Hillcrest Drive and Highland Avenue (PIDs 00444885, 00444877, 30346308, 30187629) 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 a development agreement to allow for the development of a forty-one (41) unit Multi-Unit Residential building with underground parking on the Lands as described in Schedules B 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 Bespoke Suites Inc. to develop a multi-unit 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 number of residential units situated on the Lands shall not exceed forty-three (43) residential units comprised of forty-one (41) Multi-Unit Residential Units and two (2) single-family homes.

### 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 Building
  - 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.

### **Housing Allocation**

5. The Town and the Developer agree that prior to Occupancy the parties SHALL enter into a Memorandum of Understanding (MOU) regarding the preference for residents of the Affordable Housing Units and Universal Design Barrier-Free Units that reflects a mutual commitment to housing low to moderate income people and persons with disabilities. The intent will be to have a mechanism where the preference for low to moderate income people and persons with disabilities is enabled for the Affordable Housing Units and Universal Design Barrier-Free Units. Under no circumstances, will the Developer be limited to marketing the units to the general public for occupancy. This MOU would govern if the proposed project were not under the jurisdiction of a CMHC financing program that supports affordable housing or a provincial program for affordable housing.

### **Net Zero Units**

6. The Developer agrees to size, engineer, and develop **four (4)** planned occupied Net Zero units in compliance with the EnerGuide rating system or an equivalent rating system for units in a multi-unit residential building by the Canadian Home Builders Association, NB Power, or recognized program of Natural Resources of Canada.

~~The Developer agrees that a minimum of two of the units must be planned occupied units. A Planned Occupied unit is a liveable unit. A non-Planned Occupied unit would include a social room or fitness room.~~

7. The Developer agrees that the Net Zero units cannot be an Affordable Housing Unit or a Universal Design Barrier-Free Unit.

### **Affordable Housing Units**

8. The Developer agrees to maintain for a period of twenty (20) years, adjusted by the Consumer Price Index based upon initial occupancy at the first day of building occupancy, no fewer than **six (6)** affordable rental housing units. The affordable housing units are to be 2 (two) bedroom units constructed with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rate housing units, with a Base Monthly Rental Rate at or below 30% of the Median Total Income of Lone-Parent economic families in the published 2015 Statistic Canada data, being \$53,376, in Rothesay. Alternatively, if the two existing single-family homes are to be affordable, the rent will be established at 10% below market rent established by a qualified appraiser.
9. The Developer further agrees that once the base rents for the Affordable Housing Units are established in the first year of occupancy, they shall only be raised by a maximum of the Consumer Price Index (CPI), annual average not seasonally adjusted for Saint John, N.B.
10. The Developer agrees to provide to Rothesay an annual audit or legal affidavit signed by a licensed member in good standing of the Chartered Professional Accountants of New Brunswick that provides reasonable assurance that the rents of the affordable units comply with this agreement
11. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph **(10)** above and to fully cooperate with Rothesay relating to such audit monitoring and evaluation
12. The Developer agrees that during the full Term of this Agreement, that any failure by the Developer to maintain the affordability provisions as set out in the preceding paragraphs above **(9 to 11)** or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.



13. The Developer agrees that upon any such default, Rothesay may demand and the Developer agrees to pay to Rothesay an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 10. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
14. Rothesay and the Developer agree to defer monitoring of the affordable housing aspects of this Agreement should the development become subject to or be monitored under a Federal or Provincial recognized affordable housing program that provides governance, regulation, and monitoring. For clarity, this includes CMHC financing that supports affordable housing. Where no such program is in effect, this agreement shall prevail.
15. Rothesay and the Developer agree that nothing contained in this agreement shall make or be construed to make any tenant or resident of the Project the responsibility of Rothesay.

#### **Universal Design Barrier-Free Units**

16. The Developer agrees to construct **two (2)** Universal Design Barrier Free units utilizing Universal Design principles to achieve an accessible barrier-free standard to the satisfaction of the Development Officer in consultation with the Town's Building Inspector.
17. The Developer agrees that the building occupancy permit shall not be granted by Rothesay until the requirements set out in the preceding paragraph above **(16)** are substantially completed and approved by Rothesay.

#### **Architectural Guidelines**

16. 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.

#### **Storm Water**

17. 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,
  - b. topsoil and hydro-seeding of shoulders of roadways.
18. 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.

19. 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 directly to the Town's storm water or sanitary collection system.
20. 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.

### **Water Supply**

21. 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.
22. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of forty-three (43) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. The Developer agrees to provide, prior to the occupation of any buildings or portions thereof, written certification of a Professional Engineer, licensed to practice in New Brunswick that the connection of service laterals and the connection to the existing Town water system have been satisfactorily completed and constructed in accordance with the Town specifications.

### **Sanitary Sewer**

29. 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.
30. 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.

31. 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.
32. 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.
33. The Developer agrees that all connections 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**

34. 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.
35. 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**

36. 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 aforesaid 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**

37. 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 **Bespoke Suites Inc.**, 76 Highland Ave, Rothesay NB, E2E 5N9 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**

38. 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**

39. 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 commenced construction 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.

40. Notwithstanding paragraph **39**, 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.
41. 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**

42. 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.
43. 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**

44. 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**

45. 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**

46. 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**

47. 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:

Bespoke Suites Inc.

\_\_\_\_\_

\_\_\_\_\_  
Luke Moffett, Director

\_\_\_\_\_

\_\_\_\_\_  
Sean Hall, Director

Witness:

Rothesay:

\_\_\_\_\_

\_\_\_\_\_  
Nancy E. Grant, Mayor

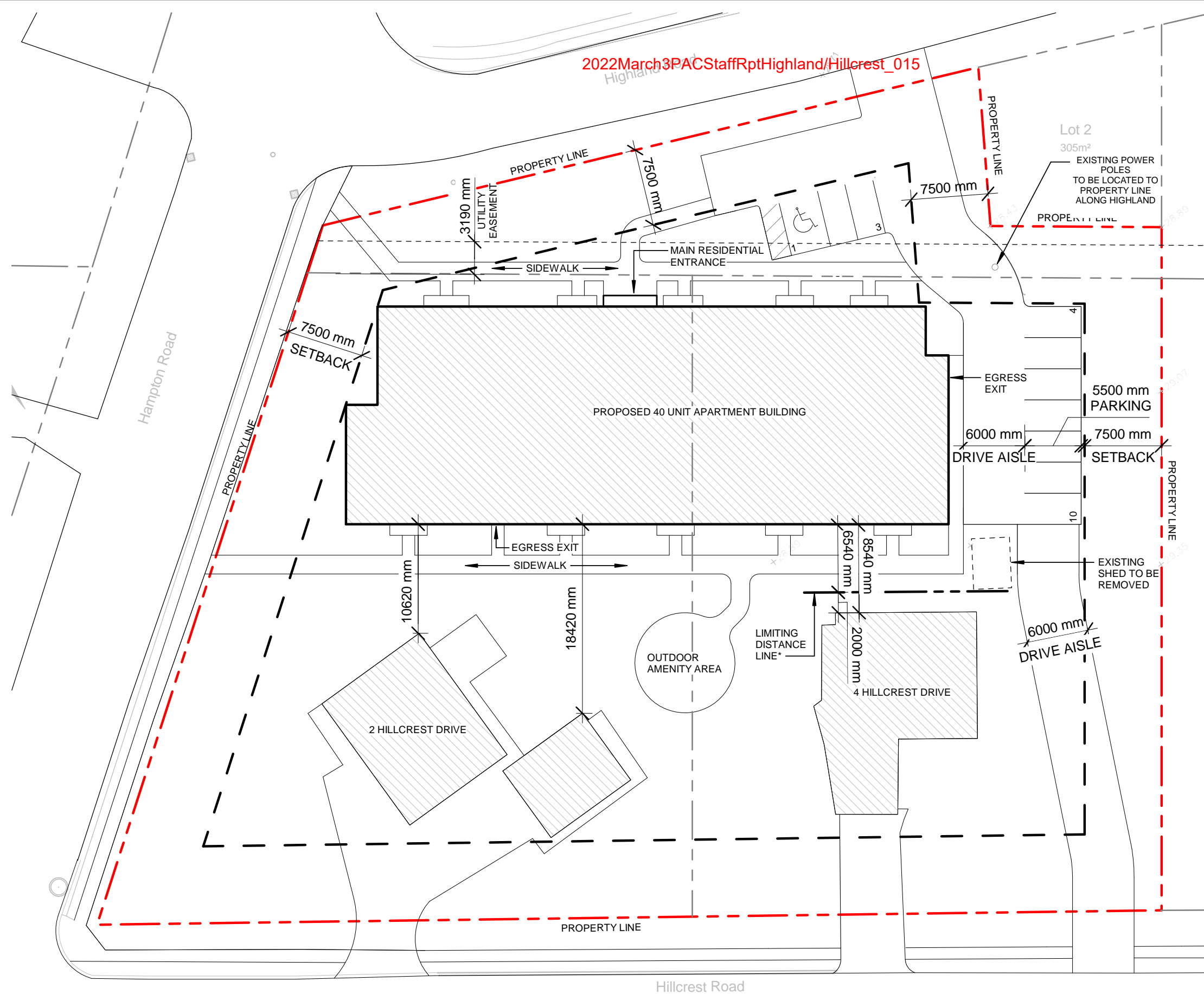
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\_\_\_\_\_  
Mary Jane E. Banks, Clerk

**SCHEDULE A**

**PID:** | **00444885, 00444877, 30346308, 30187629**  
**(TO BE CONSOLIDATED)**





1

**LEGEND**

PROPERTY LINE (EXISTING)	---
PROPERTY LINE (CONSOLIDATED)	- - - -
SETBACKS	---
UTILITY EASEMENT	- - - -
LIMITING DISTANCE LINE	---

\*ESTABLISHED FROM SITE MEASUREMENTS OF THE EXPOSED BUILDING FACE AT 4 HILLCREST DRIVE TAKEN ON JUNE 14, 2021. DISTANCE TO THE PROPOSED BUILDING EXCEEDS REQUIRED LIMITING DISTANCE PER NBC 3.2.3.1.



CLIENT  
**LUKE MOFFETT**

PROJECT  
**40 UNIT APARTMENT BUILDING**  
Rothesay, NB

DRAWING  
**SITE PLAN**

PROJECT NO. **21-079** SCHEDULE  
DRAWN BY: AS  
ISSUED FOR DA  
DATE: October 18, 2021  
**C5**



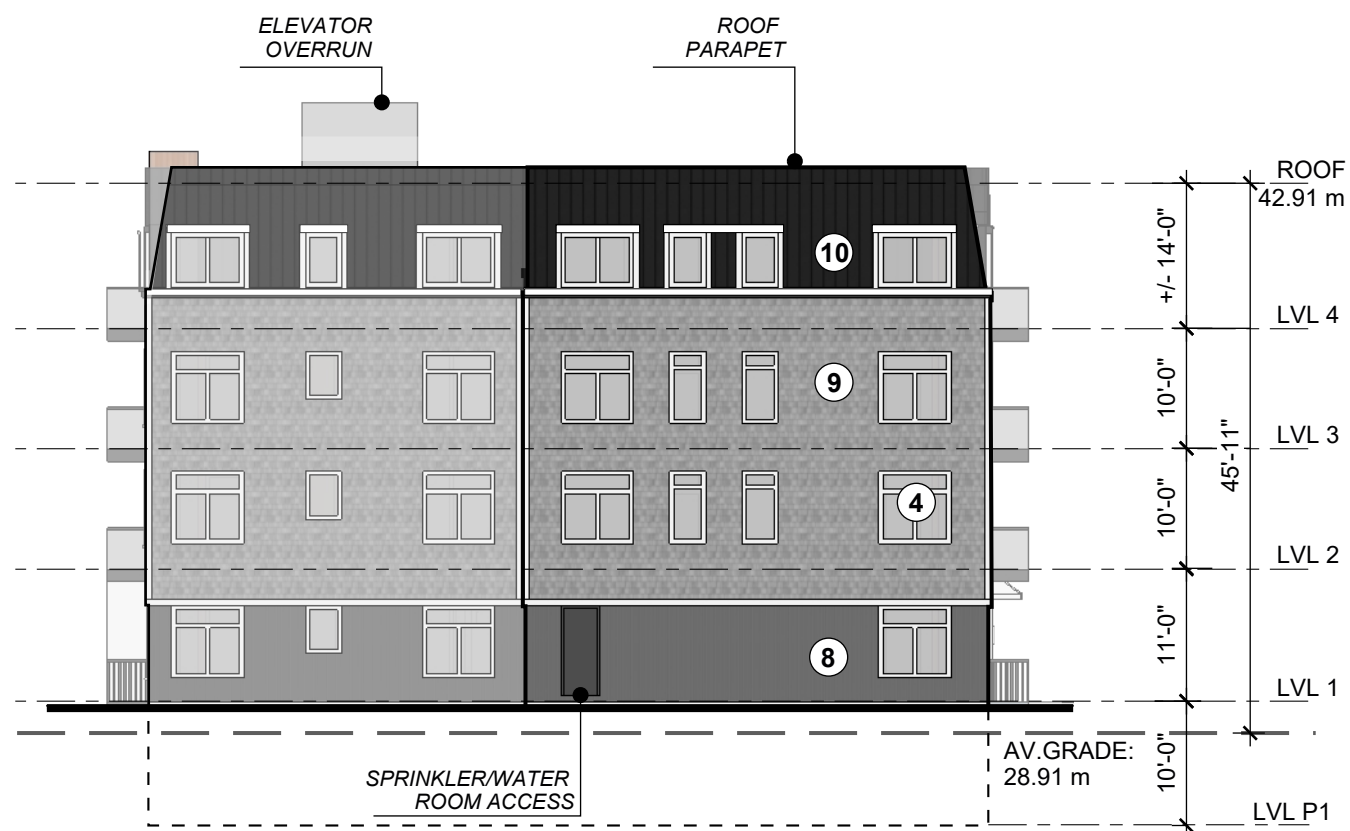
EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

NOTE:  
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.

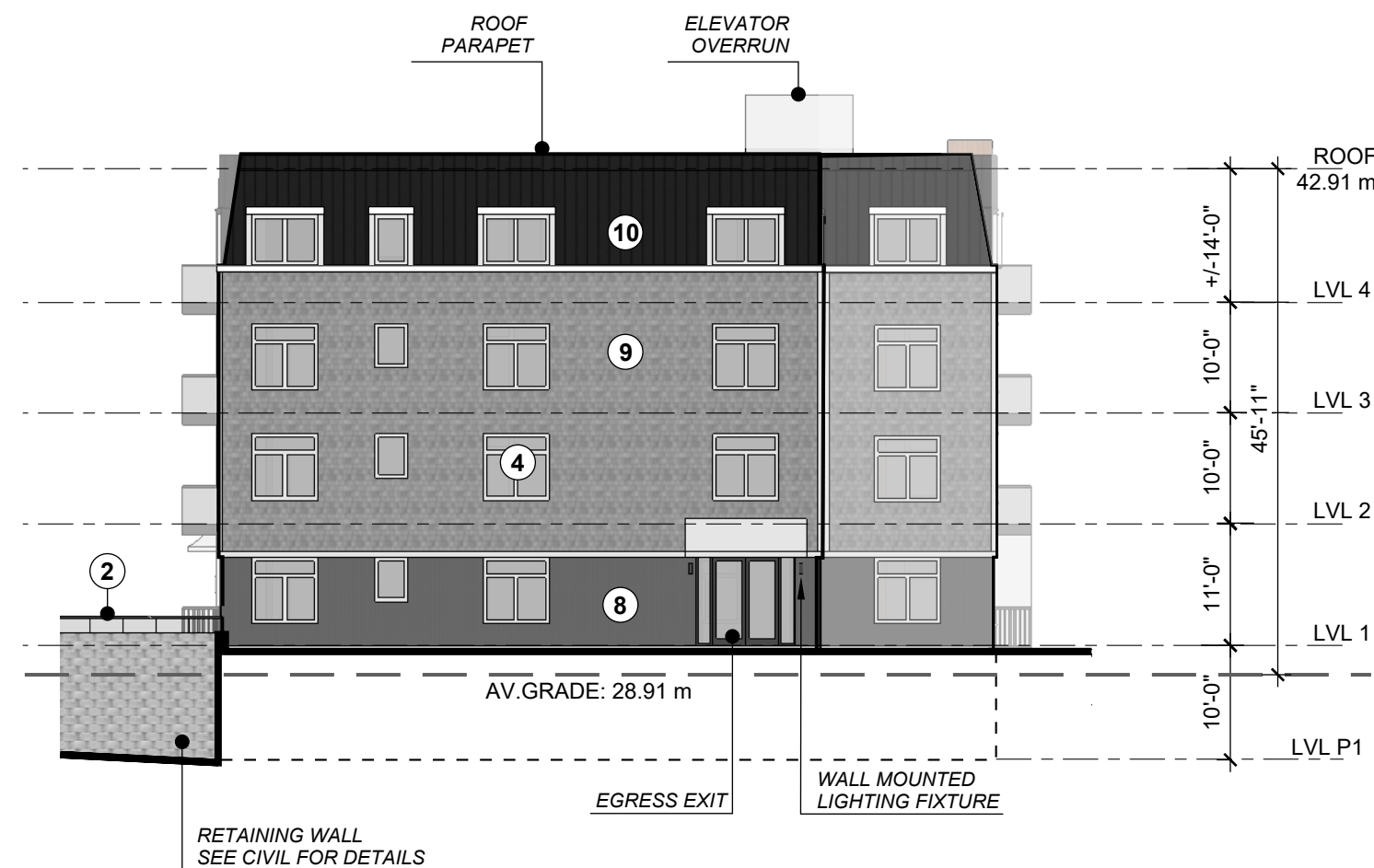


EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

NOTE:  
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.



**WEST ELEVATION**



**EAST ELEVATION**

EXTERIOR MATERIALS LEGEND	
1	METAL GUARD
2	ALUMINUM FRAMED GLASS GUARD
3	PATIO DOOR
4	PVC WINDOW
5	ALUMINUM CURTAIN WALL SYSTEM
6	MASONRY VENEER
7	PREFINISHED CLADDING TYPE I
8	PREFINISHED CLADDING TYPE II
9	PREFINISHED CLADDING TYPE III
10	METAL ROOF

NOTE:  
CLADDING TO BE NON-COMBUSTIBLE, NON-VINYL TYPE.



FILE: C:\Users\Ross.Vuicker.Zareski\Architecture & Planning\Projects - 2021\Project\21-079 Moflett Highland and Hillcrest\4\_Plan\1\_DWG\1\_Site Plan\21-079-LANDSCAPING\_PLAN-100.dwg SHEET: Landscaping Plan



- LEGEND**
- Site Boundary
  - Adjacent Property Boundary
  - Proposed Tree
  - Proposed Shrub

- SITE SUMMARY:**
- FAN: 05394616
  - Total Land Area: 1.66 acres

- NOTES:**
- Subject to survey. Property lines and topographic features are approximate only.
  - Site subject to by-law review and regulations.

**SOURCES:**

- Property lines are from Provincial Mapping.

**SCALE:**



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-

PROJECT  
**HIGHLAND AND HILLCREST ROAD**  
Rothsay, New Brunswick

DRAWING  
**LANDSCAPING PLAN**

PROJECT NO. **21-066** DRAWING NUMBER  
DRAWN BY: RM  
ISSUED FOR REVIEW  
DATE: JULY 20, 2021  
**100**



Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Luke Moffett
76 Highland Avenue
Rothesay NB
E2E 5N9
Office Held by Deponent: Director
Corporation: Bespoke Suites Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2022

I, Luke Moffett, 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 "Luke Moffett" 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

Luke Moffett

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Sean Hall
41 Brigadoon Terrace
Saint John, NB
E2K 5P5
Office Held by Deponent: Director
Corporation: Bespoke Suites Inc.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: \_\_\_\_\_, 2022

I, Sean Hall, 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 as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
7. the signature "Sean Hall" subscribed to the within instrument is the signature of me and is in the proper handwriting of me, this deponent.
8. 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;
9. 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

Sean Hall

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;
10. 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;
11. 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;
12. 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;
13. 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