

Rothesay

DEVELOPMENT AGREEMENT

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

Parcel Identifier 245415, 118067
of Parcel Burdened
by Agreement:

Owner of Land Parcels: **Dr. Patrick Maloney Professional Corporation**
Patrick Maloney
Dan Zhou

all of

182 Elliott Road
Quispamsis, NB
E2G 2B8 (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 2021, 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 45 Marr Road and Old Mill Lane in Rothesay (PID 245415, PID118067) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is desirous of entering into an development agreement to allow for the development of six (6) townhouse and a forty-eight (46) unit apartment 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 _____ 2024, authorize the Mayor and Clerk to enter into a Development Agreement with the Developer to develop a residential apartment complex 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-six (46) residential apartment units and six (6) townhouses.

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 and Renderings (6)
 - 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.

Tenant Selection

5. The Town and the Developer agree that prior to Final Occupancy the parties SHALL enter into a Memorandum of Understanding (MOU) regarding the preference for the selection of tenants for the affordable housing and Universal Design Barrier-Free Apartments 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 to maintain 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.

Affordable Housing

6. 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 eight (8) 'affordable' 2 bedroom apartment units with similar finishes for flooring, trim, bathrooms, paint and kitchen cabinets as the market rental units, with a Base Monthly Rental Rate at or below 30% of the Median Total Income of Lone-Parent economic families in the published 2020 Statistic Canada data, being \$54,400, in Rothesay.
7. The Developer further agrees that once the base rents for the affordable 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.
8. The Developer agrees to provide to the Town 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.
9. The Developer agrees to bear all costs associated with the annual audit or legal affidavit referenced in the preceding paragraph (8) above and to fully cooperate with the Town relating to such audit monitoring and evaluation.
10. 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 (6 to 8) or any other violation of any material term of the affordability principles shall constitute a default under this Agreement.
11. The Developer agrees that upon any such default, the Town may demand and the Developer agrees to pay to the Town an amount equal to twice the difference of the actual rent received and the maximum amount of rent permitted under clause 7. The Developer agrees to pay interest on any balance in arrears at the rate of 1.25% percent per month compounded monthly.
12. The Town and the Developer agree to defer monitoring of the affordable housing aspects of this Agreement should the development become subject to a Federal or Provincial recognized affordable housing program that provides governance, regulation and monitoring. Where no such program is in effect, this agreement shall prevail.
13. 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 the Town.

Universal Design Barrier-Free Apartments

14. The Developer agrees to construct two (2) apartments 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.
15. The Developer agrees that a building occupancy permit shall not be granted by the Town until the requirements set out in the preceding paragraph (14) are substantially completed and approved by the Town.

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 with 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. drainage from the underground and surface parking areas shall be directed through a hydrodynamic separator prior to release to the designated outlet from the site approved by the Town,
 - c. topsoil and turf applied to all areas not paved or otherwise hard surfaced.
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 be through an acceptable method of attenuation, approved by the Town Engineer and not directly to the town storm sewer and under no circumstances directed to the town 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.

Traffic Signals – Cost Contribution

21. The Developer agrees to pay to the Town upon receipt of an invoice an amount not exceeding twenty percent (20%) of the actual cost incurred and expended by Rothesay for traffic signalization including, curbing,

sidewalks, road widening, traffic lights, poles, controllers, electrical equipment and appurtenances necessary for their installation and initial operation, installed at the intersection of Marr Road and Chapel Road.

22. Rothesay and the Developer agree that the capital cost contribution obligation shall expire in ten (10) years from the date of the execution of this agreement should the Town not proceed with the traffic signalization at the intersection of Marr Road and Chapel Drive.
23. The Town and Developer agree that the design and construction of the intersection and related appurtenances shall be solely determined by the Town.

Water Supply

24. The Developer agrees to connect to the Town's nearest and existing water system at locations to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
25. The Town agrees to supply potable water for the purposes and for those purposes only for a maximum of fifty-two (52) residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
26. The Developer agrees to pay the Town a fee for each connection of the buildings 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 prior to the issuance of the building permits.
27. 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.
28. 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.
29. 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. The size of the meter to be designed by the Developer's consulting engineer and approved by the Town with meter brand and model to be specified by the Town.
30. 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.
31. The Developer agrees that connection to the Town potable water system including water main and appurtenances 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.
32. 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

33. The Developer agrees to connect to the existing sanitary sewer system at locations to be determined by the Town Engineer and utilizing methods of connection approved by the Town Engineer.
34. 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.
35. 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.
36. 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.
37. 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

38. 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.
39. 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

40. 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 Five Million Dollars (\$5,000,000.⁰⁰) 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 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 as described in this Agreement.

Notice

41. 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 **Dr. Patrick Maloney Professional Corporation, Patrick Maloney & Dan Zhou**, 182 ELLIOTT ROAD, QUISPAMISIS, NEW BRUNSWICK, E2G 2B8 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

42. 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

43. 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 31st December 2028 being a date approximately five years 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.
44. Notwithstanding the preceding paragraph (42) 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 1 June 2028, the construction of the building foundations has begun and that such construction is deemed by the Development Officer as being continued through to completion as continuously and expeditiously as deemed reasonable.
45. 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

46. 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.
47. 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 (100%) 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 to and in favour of the Town;
 - b. the Town 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 the Town on demand; 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

48. 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*, *Local Governance Act* or Common Law in order to ensure compliance with this Agreement.

Entire Agreement

49. 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

50. 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

51. 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.

LEFT BLANK

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 _____, 2024.

Witness:

Dr. Patrick Maloney Professional Corporation

Patrick Chistopher Maloney, Director

Patrick C. Maloney

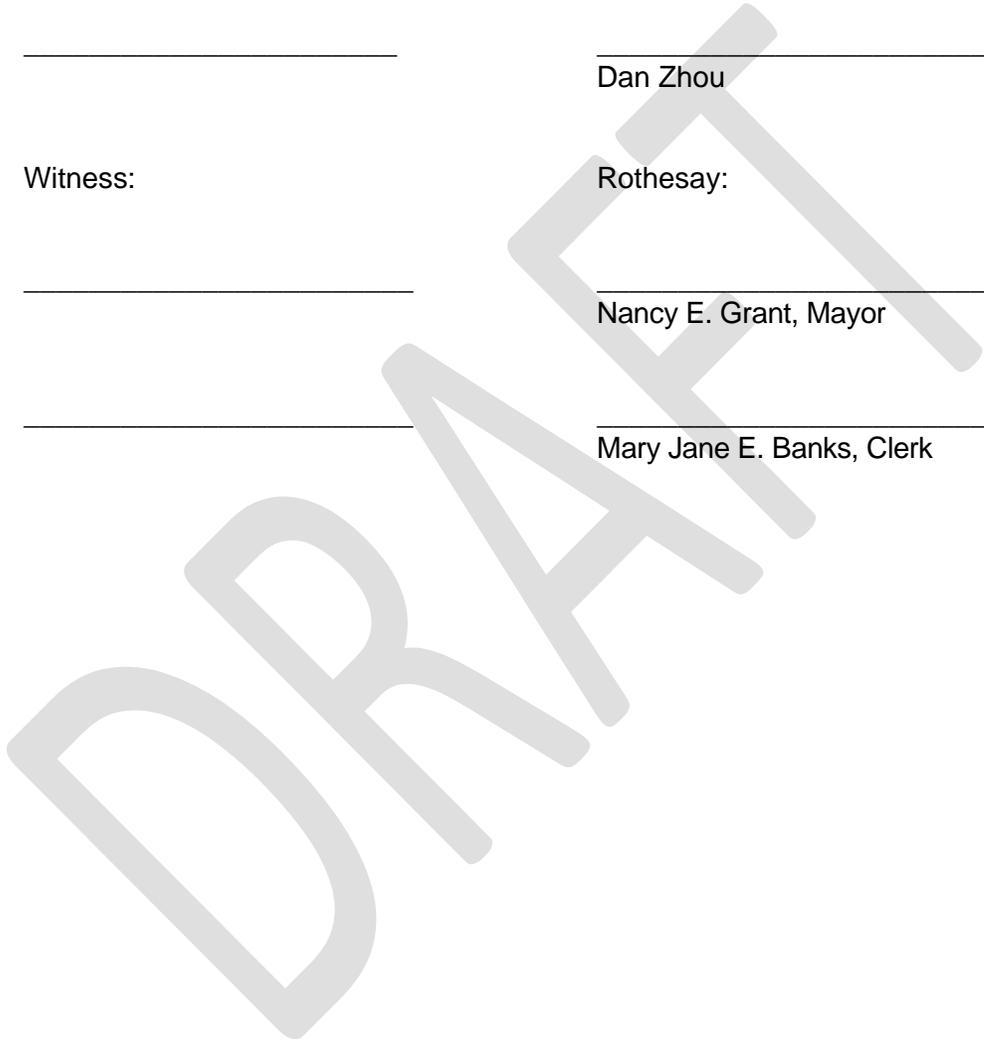
Dan Zhou

Witness:

Rothsay:

Nancy E. Grant, Mayor

Mary Jane E. Banks, Clerk



SCHEDULE A

PID: | 118067
245415

SCHEDULE B

OLD MILL LANE

Polyline Designs INC.
 BUILDING AND SITE DESIGN SERVICES

MONCTON OFFICE: 506.850.3630
 SUSSEX OFFICE: 506.434.1157
 melissa@polylinedesigns.ca kelly@polylinedesigns.ca
 WWW.POLYLINEDESIGNS.CA

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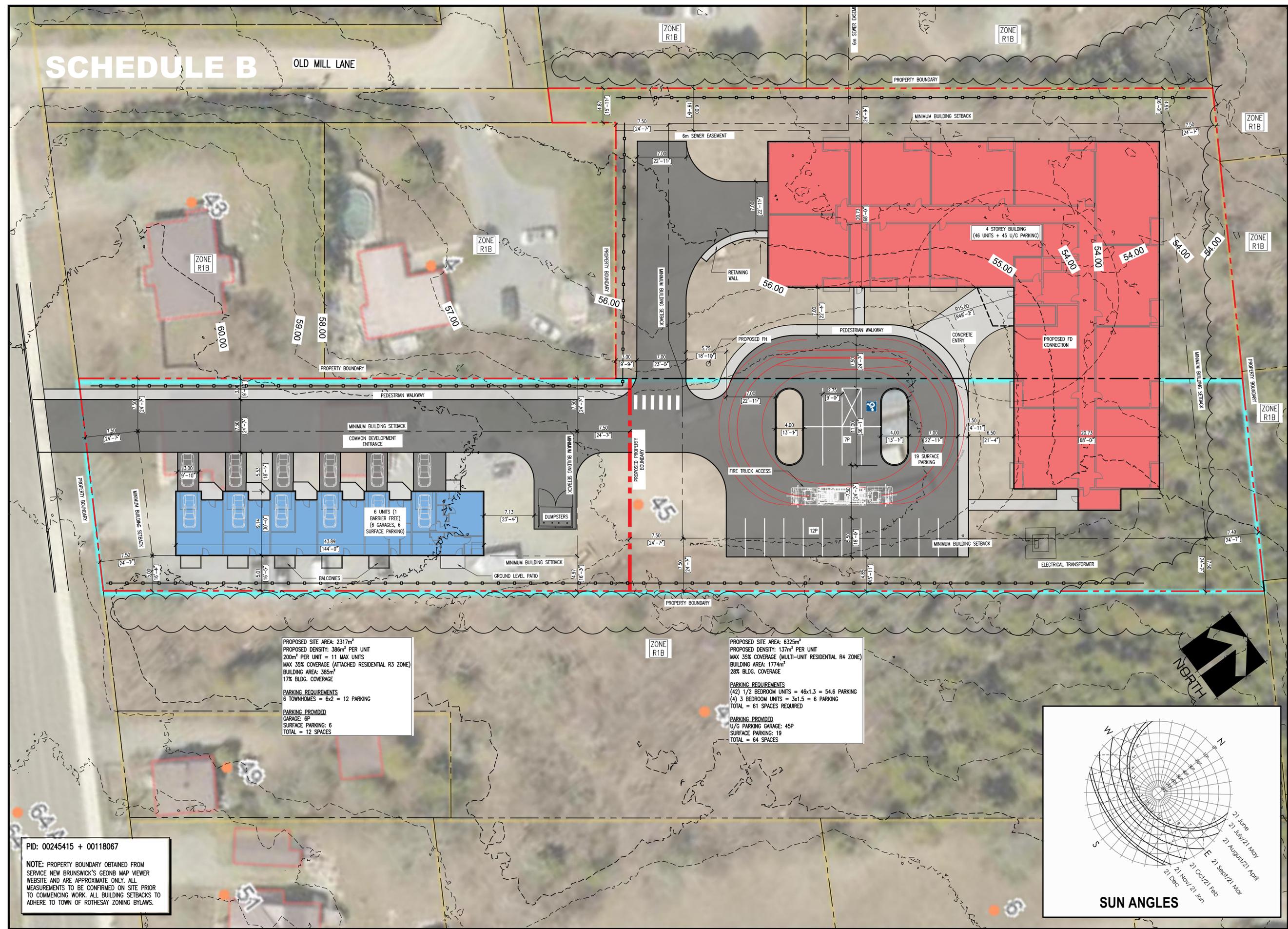
Rev.	Date	Description
A	12/12/2023	PAC SUBMISSION

Stamp:
ISSUED FOR PAC SUBMISSION
 December 13, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 45 MARR ROAD
 ROTHESAY, NEW BRUNSWICK

Drawing Title:
CONCEPTUAL SITE PLAN

Drawn By: MD
 Scale: AS SHOWN
 Project No: 23-162
 Date: DEC. 2023



PROPOSED SITE AREA: 2317m²
 PROPOSED DENSITY: 386m² PER UNIT
 200m² PER UNIT = 11 MAX UNITS
 MAX 35% COVERAGE (ATTACHED RESIDENTIAL R3 ZONE)
 BUILDING AREA: 385m²
 17% BLDG. COVERAGE

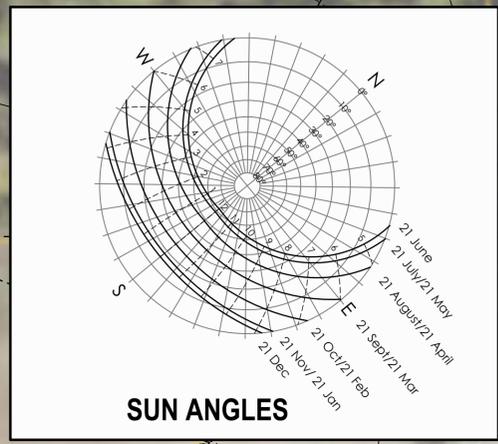
PARKING REQUIREMENTS
 6 TOWNHOMES = 6x2 = 12 PARKING

PARKING PROVIDED
 GARAGE: 6P
 SURFACE PARKING: 6
 TOTAL = 12 SPACES

PROPOSED SITE AREA: 6325m²
 PROPOSED DENSITY: 137m² PER UNIT
 MAX 35% COVERAGE (MULTI-UNIT RESIDENTIAL R4 ZONE)
 BUILDING AREA: 1774m²
 28% BLDG. COVERAGE

PARKING REQUIREMENTS
 (42) 1/2 BEDROOM UNITS = 46x1.3 = 54.6 PARKING
 (4) 3 BEDROOM UNITS = 3x1.5 = 6 PARKING
 TOTAL = 61 SPACES REQUIRED

PARKING PROVIDED
 U/G PARKING GARAGE: 45P
 SURFACE PARKING: 19
 TOTAL = 64 SPACES



PID: 00245415 + 00118067

NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEOMB MAP VIEWER WEBSITE AND ARE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO TOWN OF ROTHESAY ZONING BYLAWS.

SCHEDULE C1



② APARTMENT BUILDING - NORTH ELEVATION
SCALE: 3/32" = 1'-0"



① APARTMENT BUILDING - SOUTH ELEVATION
SCALE: 3/32" = 1'-0"

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Stamp:
ISSUED FOR PAC SUBMISSION
December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
4 5 M A R R R O A D
ROTHESAY, NEW BRUNSWICK

Drawing Title:
4 STOREY 46 UNIT APARTMENT BUILDING

Drawn By:	MD	A-5 REV 0
Scale:	AS SHOWN	
Project No:	23-162	
Date:	DEC. 2023	

SCHEDULE C2



② APARTMENT BUILDING - EAST ELEVATION
SCALE: 3/32" = 1'-0"



① APARTMENT BUILDING - WEST ELEVATION
SCALE: 3/32" = 1'-0"

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December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
4 5 M A R R R O A D
ROTHESAY, NEW BRUNSWICK

Drawing Title:
4 STOREY 46 UNIT APARTMENT BUILDING

Drawn By:	MD
Scale:	AS SHOWN
Project No:	23-162
Date:	DEC. 2023

A-6
REV 0

SCHEDULE C3



BUILDING AND SITE DESIGN SERVICES

MONCTON OFFICE 506.850.3630
 SUSSEX OFFICE 506.434.1157
 melissa@polylinedesigns.ca kelly@polylinedesigns.ca

WWW.POLYLINEDESIGNS.CA

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 December 12, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 4 5 M A R R R O A D
 ROTHESAY, NEW BRUNSWICK

Drawing Title:
4 STOREY 46 UNIT APARTMENT BUILDING

Drawn By:	MD	A-7 REV 0
Scale:	AS SHOWN	
Project No.:	23-162	
Date:	DEC. 2023	

APARTMENT BUILDING - 3D VISIALS

SCHEDULE C4

Polyline Designs INC.
 BUILDING AND SITE DESIGN SERVICES

MONCTON OFFICE 506.850.3630
 melissa@polylinedesigns.ca

SUSSEX OFFICE 506.434.1157
 kelly@polylinedesigns.ca

WWW.POLYLINEDESIGNS.CA



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MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 4 5 M A R R R O A D
 ROTHESAY, NEW BRUNSWICK

Drawing Title:
4 STOREY 46 UNIT APARTMENT BUILDING

Drawn By: MD
 Scale: AS SHOWN
 Project No: 23-162
 Date: DEC. 2023

A-8
 REV 0

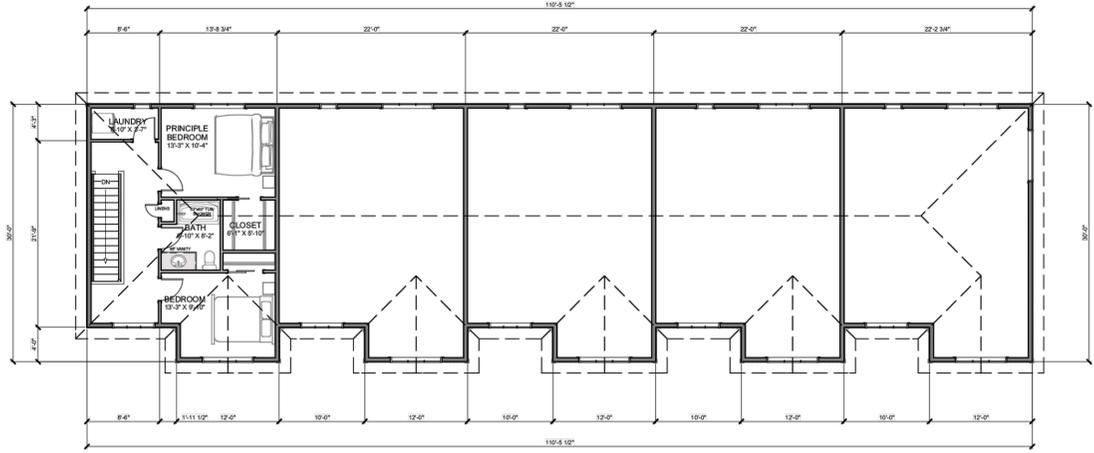
APARTMENT BUILDING - 3D VISIALS



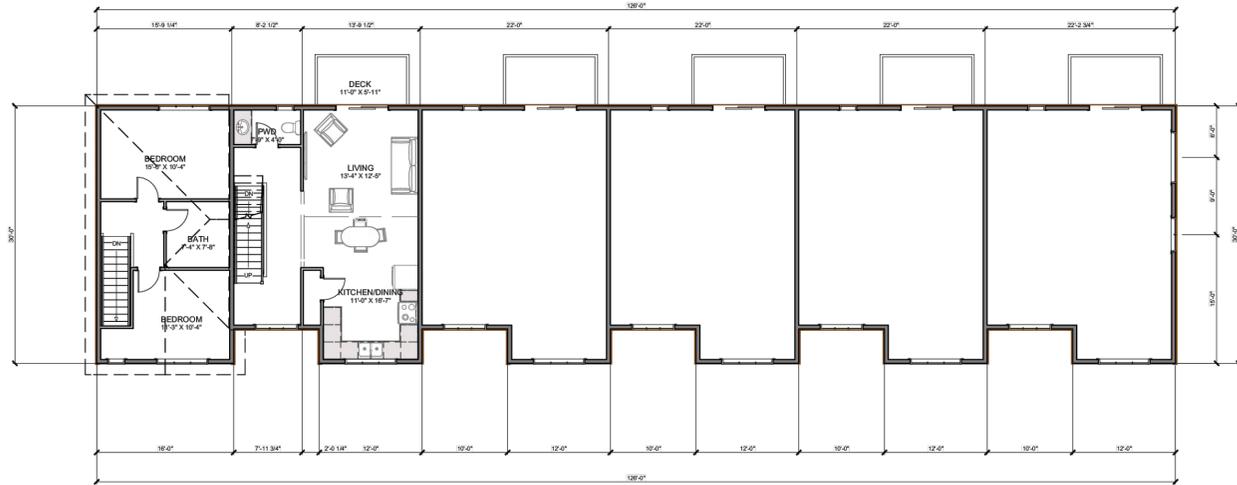
SCHEDULE C5



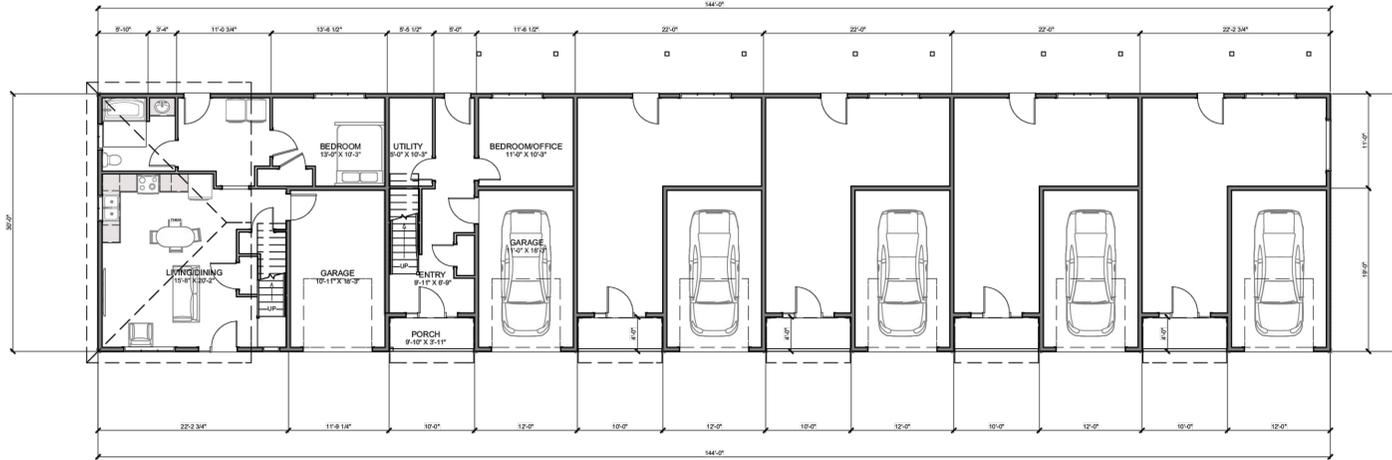
③ TOWNHOUSE - PRELIMINARY THIRD FLOOR PLAN
SCALE: 3/32" = 1'-0"



② TOWNHOUSE - PRELIMINARY SECOND FLOOR PLAN
SCALE: 3/32" = 1'-0"



① TOWNHOUSE - PRELIMINARY MAIN FLOOR PLAN
SCALE: 3/32" = 1'-0"



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MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
45 MARR ROAD
ROTHESAY, NEW BRUNSWICK

Drawing Title:
6 UNIT TOWNHOUSE FLOOR PLANS/ RENDERINGS

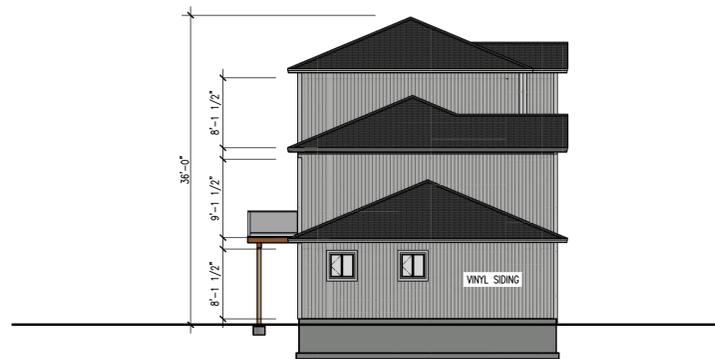
Drawn By: MD
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A-9
REV 0

SCHEDULE C6



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④ TOWNHOUSE - NORTH ELEVATION
 SCALE: 3/32" = 1'-0"



② TOWNHOUSE - EAST ELEVATION
 SCALE: 3/32" = 1'-0"



③ TOWNHOUSE - SOUTH ELEVATION
 SCALE: 3/32" = 1'-0"



① TOWNHOUSE - WEST ELEVATION
 SCALE: 3/32" = 1'-0"

Rev.	Date	Description
A	12/12/2023	PAC SUBMISSION

Stamp:
ISSUED FOR PAC SUBMISSION
 December 12, 2023

MARR ROAD
 MULTI-RESIDENTIAL
 DEVELOPMENT
 4 5 M A R R R O A D
 R O T H E S A Y , N E W B R U N S W I C K

Drawing Title:
6 UNIT TOWNHOUSE ELEVATIONS

Drawn By: MD
 Scale: AS SHOWN
 Project No: 23-162
 Date: DEC. 2023

A-10
 REV 0

SCHEDULE D

OLD MILL LANE

ZONE R1B

ZONE R1B

EXISTING TREES

ZONE R1B

ZONE R1B

ZONE R1B

ZONE R1B

TURF/LANDSCAPING

TURF/LANDSCAPING

2m HIGH VISUAL SCREEN, i.e. CEDAR HEDGE

ZONE R1B

ZONE R1B

2m HIGH VISUAL SCREEN, i.e. CEDAR HEDGE OR SOLID FENCE

TURF/LANDSCAPING

CONIFERS, i.e. SPRUCE

DECORATIVE PLANTS

STREET TREES, i.e. RED MAPLE

TURF/LANDSCAPING

TURF/LANDSCAPING

EXISTING TREES

TURF/LANDSCAPING

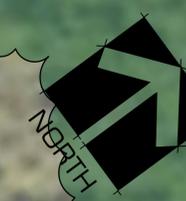
TURF/LANDSCAPING

EXISTING TREES

2m HIGH VISUAL SCREEN, i.e. CEDAR HEDGE OR SOLID FENCE

ZONE R1B

2m HIGH VISUAL SCREEN, i.e. CEDAR HEDGE OR SOLID FENCE



PARKING LOT LANDSCAPED ISLANDS REQUIREMENTS:

- 3m² AND ONE SHADE TREES PER 6 REQUIRED SPACES
- 3m² AND ONE SHADE TREE PER 4 ADDITIONAL SPACES PROVIDED

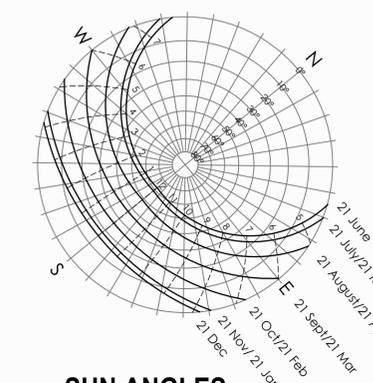
EXTERIOR PARKING REQUIRED (TOTAL PARKING MINUS UNDERGROUND PARKING): 16 SPACES

- 16/6 = 3 TREES + 3x3m² = 9m² LANDSCAPED ISLANDS
- ADDITIONAL EXTERIOR PARKING PROVIDED (19-16) = 3 SPACES

- 3/4 = 1 TREE + 1x3m² = 3m² LANDSCAPED ISLANDS

TOTAL PARKING LOT LANDSCAPING REQUIRED = 4 TREES AND 12m² LANDSCAPING

PARKING LOT LANDSCAPE ISLANDS PROVIDED = 4 SHADE TREES + 72m² LANDSCAPED ISLANDS



SUN ANGLES

PID: 00245415 + 00118067

NOTE: PROPERTY BOUNDARY OBTAINED FROM SERVICE NEW BRUNSWICK'S GEOMB MAP VIEWER WEBSITE AND ARE APPROXIMATE ONLY. ALL MEASUREMENTS TO BE CONFIRMED ON SITE PRIOR TO COMMENCING WORK. ALL BUILDING SETBACKS TO ADHERE TO TOWN OF ROTHESAY ZONING BYLAWS.

GENERAL NOTES:

1. THESE DRAWINGS ARE FOR PRELIMINARY DESIGN ONLY AND NOT FOR CONSTRUCTION.
2. DRAWINGS ARE THE INTELLECTUAL PROPERTY OF POLYLINE DESIGNS INC. AND ALL COPYRIGHT IS RESERVED.
3. THIS DRAWING MAY NOT BE USED IN WHOLE OR IN PART FOR ANY PROJECT OTHER THAN THAT DESIGNATED HEREIN.
4. ALL REQUIRED PERMITS MUST BE OBTAINED BY OWNER PRIOR TO ANY CONSTRUCTION.

Rev.	Date	Description
A	12/12/2023	PAC SUBMISSION

Stamp:
ISSUED FOR PAC SUBMISSION
 December 13, 2023

MARR ROAD MULTI-RESIDENTIAL DEVELOPMENT
 4 5 MARR ROAD
 ROTHESAY, NEW BRUNSWICK

Drawing Title:
CONCEPTUAL LANDSCAPE PLAN

Drawn By: MD
 Scale: AS SHOWN
 Project No: 23-162
 Date: DEC. 2023

L-2
 REV 0

Stormwater Management Plan (to be added)

DRAFT

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Patrick C. Maloney
182 Elliott Road
Quispamsis, NB, E2G 2B8

Office Held by Deponent: **Director**

Corporation: **Dr. Patrick Maloney Professional Corporation**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2024

I, **PATRICK C. MALONEY**, 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 "**Patrick Maloney**" 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 _____, 2024)

BEFORE ME:)

Commissioner of Oaths)

PATRICK C. MALONEY

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: _____, 2024

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 _____, 2024)

BEFORE ME:)
)
)
_____)
Commissioner of Oaths)

MARY JANE E. BANKS