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22624119 2006-08-21  
number-numéro date

ARRÊTÉ MUNICIPAL NO. 67.Z1.100

MUNICIPAL BY-LAW NO. 67.Z1.100

ARRÊTÉ MODIFIANT  
L'ARRÊTÉ DE ZONAGE  
D'EDMUNDSTON

BY-LAW AMENDING  
THE EDMUNDSTON  
ZONING BY-LAW

En vertu des pouvoirs que lui confère l'article 74 de la *Loi sur l'urbanisme*, le Conseil municipal d'Edmundston dûment réuni adopte ce qui suit :

Pursuant to the powers conferred by Section 74 of the *Community Planning Act*, the Council of Edmundston duly assembled enacts as follows:

L'Arrêté municipal numéro 67, arrêté relatif au zonage d'Edmundston (Zone 1) est modifié de la façon suivante :

Municipal By-Law No. 67, a by-law relating to Zoning in Edmundston (Zone 1) is amended by the following:

1. Changer l'usage du terrain appartenant à Edmundston situé sur le boulevard Hébert, (Forum), Edmundston, N. B. #nid 35171842, 35234194 et une partie de 35142942 de zone Parc à zone Centre Commercial.
  2. En vertu de l'article 101 de la Loi sur l'Urbanisme, il est résolu que ces modifications soient sujettes à la condition suivante : une convention de développement soit exécutée entre Edmundston et le promoteur : Plazacorp Property Holdings Inc.
  3. Ajouter au paragraphe 6(1) de l'arrêté municipal, l'annexe ci-jointe, intitulée : Arrêté de zonage, Edmundston (Zone 1) Cédule 67.Z1.100, en date de mai 2006.
1. Change the use of the land belonging to Edmundston, located on Hebert boulevard, Edmundston, N.-B. PID# 35171842, 35234194 and a portion of 35142942 from Park zone to Shopping center zone.
  2. Pursuant to section 101 of the Community Planning Act, be it resolved that these amendments be subject to the following condition: a development agreement be executed between Edmundston and the promoter: Plazacorp Property Holdings Inc.
  3. By adding to paragraph 6(1) of the by-law, the following schedule, entitled: Zoning By-Law, Edmundston (Zone 1), Schedule 67.Z1.100, as of May 2006.

PREMIÈRE LECTURE : 24 avril, 2006  
(en entier) :  
DEUXIÈME LECTURE : 24 avril, 2006  
(par titre)  
TROISIÈME LECTURE  
(par titre)  
ET ADOPTION : 1<sup>er</sup> mai 2006

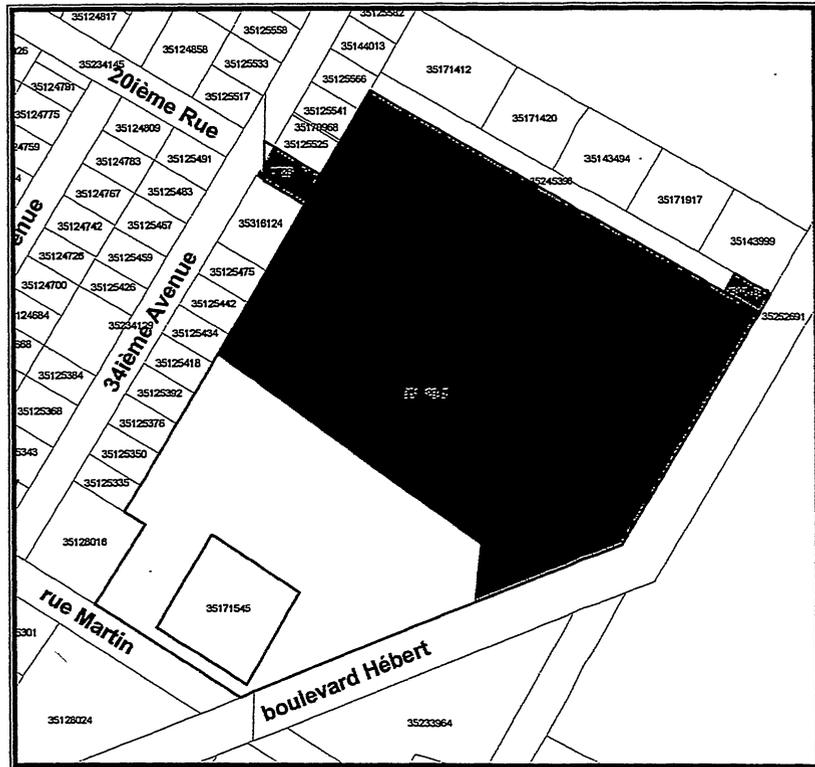
FIRST READING : April 24<sup>th</sup>, 2006  
(in its entirety)  
SECOND READING : April 24<sup>th</sup>, 2006  
(by title)  
THIRD READING  
(by title)  
AND ADOPTION : May 1<sup>st</sup>, 2006

  
Maire / Mayor

  
Secrétaire / Clerk

# Edmundston

Edmundston  
Services administratifs - Administrative Services  
7, chemin Canada road  
Edmundston, NB  
E3V 1T7



boulevard Hébert / Hébert boulevard  
nid(s) / pid(s): 35171842, 35234194, 35142942

## Edmundston

(Edmundston – zone 1)

Arrêté de Zonage / Zoning By-Law

Cédule 67.Z1.100 / Schedule 67.Z1.100

zone 'Centre Commercial' – article 101 (LU) /  
'Shopping Centre' zone – section 101 (CPA)

mai 2006 / May 2006



COMMISSION D'URBANISME  
DU  
MADAWASKA  
PLANNING COMMISSION

La Commission d'urbanisme du Madawaska  
Madawaska Planning Commission  
36, rue Court street  
bureau 102 - local 102  
Edmundston, NB  
E3V 1S3

**DEVELOPMENT AGREEMENT**

THIS AGREEMENT MADE this 17<sup>th</sup> day of August, 2006

**BETWEEN :** **PLAZACORP PROPERTY HOLDINGS INC.**, a body corporate having its head office in the City of Fredericton in the Province of New Brunswick, hereinafter referred as the « Developer »

ON THE FIRST PART;

**AND** **EDMUNDTON**, a municipal corporation having its head office in the city of Edmundston, County of Madawaska and the Province of New Brunswick, hereinafter referred as the « City »

OF THE SECOND PART;

**WHEREAS** the party of the first part represents that it is the owner in fee simple of parcels of land formerly owned the City of Edmundston, lying and being in the City of Edmundston, on the West of Hébert Blvd. PID 35330794;

**AND WHEREAS** the party of the first part applied to the City of Edmundston to have the herein described parcels rezoned from Park Zone to Shopping Center zone to permit the carrying out of a specific proposal;

**AND WHEREAS** the City of Edmundston, has on May 1<sup>st</sup>, 2006, by **MUNICIPAL BY-LAW NO 67 Z1. 100**, effectively rezoned the parcels of land herein described and has changed its designated use to accommodate the developer's specific proposal;

**AND WHEREAS** the City of Edmundston has, pursuant to section 101 of the Community Planning Act, resolved that these amendments be subject to the following condition: a development agreement be executed between Edmundston and the party of the first part;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of One dollar (1.00\$) of lawful money of Canada, now paid by the Developer and the City, each to the other (the receipt whereof is hereby acknowledged) the Developer and the City covenant and agree, each with the other, as follows:

1. The Developer agrees to bear the cost of hiring a traffic consultant that will have the mandate to evaluate the traffic generated by the Developer's commercial proposal as well as the design of two (2) entry/exit ways to be located on Blvd Hébert. Such traffic consultant must evaluate the need for traffic control signal lights at the main entry/exit way on Blvd. Hébert while considering the impact of such traffic control signal lights with other entry/exit ways in proximity of the site in question (University of Moncton entry/exit, Brunswick Shopping Mall entry/exit, KFC drive-thru exit way, pedestrian control signals) Such traffic consultant will have to be approved by the City officials prior to its hiring.
2. The Developer agrees to give forthwith a copy of such traffic study to City officials. The City will have the right to contact directly the traffic consultant. It is agreed by the parties that the recommendations contained in such traffic study are to be acceptable by the City and that such accepted recommendations will be implemented by the Developer at its earliest convenient time, and no later than May 15, 2007.
3. It is agreed by the parties that the City and the Developer will have the right to bring forward other recommendations in addition to those contained in the traffic study, as long as such additional recommendations are agreeable by both parties.
4. The Developer agrees to bear the cost of design and preparation of cost estimates regarding the design of traffic control signal lights to be installed on Blvd. Hébert, if it is recommended by the traffic consultant or otherwise accepted by both parties pursuant to section 3. Such design and cost estimates must be approved by City officials (Planning, Research and Development and Public Works).
5. The Developer agrees to bear the cost of the widening of Blvd. Hébert as per established by design plan and prepared and revised by Roy Consultants Group, such widening of Blvd. Hébert to serve as a merging lane on the Eastern side of Blvd. Hébert (southerly direction) between the second entry/exit and Martin Street. It is understood that the widening of Blvd. Hébert shall include the moving of utility poles and fire hydrants (if any) street preparation, asphaltting, curb installation, pavement markings and installation of traffic control devices and signage. It is further understood that such widening of Blvd. Hébert, as to create a merging lane, does not include the widening of Blvd. Hébert between the two (2) entry/exit to the property.
6. The Developer agrees to bear the cost of construction and installation of the traffic control signal lights referred to in section 4 above-stated.
7. The Developer agrees to bear the cost of design, construction and maintenance of a storm sewer disposal system to handle the expected storm water flows from the lands herein described. The Developer shall take all necessary measures and steps with adjoining property owners to ensure proper storm water drainage from the Developer's disposal system.

8. The Developer, or any purchaser from the Developer, agrees to bear the costs of and establish a buffer zone of at least three meters (3 meters) in width along any residential property on 34th Avenue whose rear property line is adjoining to any property owned by the Developer or any purchaser. Such buffer zone must be established by planting and maintaining of trees and shrubs in a manner as to create landscape harmony between adjoining properties. It is agreed by the parties that such buffer zone will only installed when construction of a building is started on such lot or parcel adjoining any residential property on 34<sup>th</sup> Avenue.
9. The Developer agrees to build two (2) entry/exit ways from Blvd. Hébert. It is agreed that such entry/exit ways are to be designated more specifically in a revised site plan (if needed) pursuant to the traffic study. It is agreed that the second entry/exit way to be build on the South East corner of the property is to be constructed in a manner in which only South bound traffic can enter unto the property and exiting traffic can only go in South bound direction unto Blvd. Hébert. It is furthermore agreed by the parties that no parking stalls shall be permitted on either side of the main entry/exit way
10. The Developer agrees to design and build the parking lot lights system in a fashion and manner as to not cause disturbance or nuisance to any adjoining residential property.
11. The Developer agrees to submit a detailed site plan showing exact building and parking lot layout prior to the issuance of any building permit.
12. The Developer agrees to grant gratuitously, service easements as may reasonably required for servicing purposes and it is agreed that such required easements shall not run under or over any building covered by this agreement.
13. The Developer agrees that no delivery trucks, servicing any and all stores and businesses located on the property, will be permitted to travel on 34<sup>th</sup> street. Any and all delivery trucks will need travel to the stores and businesses by the two (2) entry/exit ways located on Blvd. Hébert.
14. The Developer agrees to bear the cost of design and construction, of appropriate water and sanitary sewer connections as necessary for the developer's land to the existing water and sanitary sewer systems.
15. The City agrees that pursuant to subsection 79.4.5 of the Edmundston Zoning by-law (67-03-83), the proposed Wendy's restaurant to be constructed on the property will be permitted to have its own freestanding pylon sign.
16. This agreement, covenants, provisions and conditions contained herein shall ensure to the benefit of and be binding upon the respective successors and assigns.

IN WITNESS WHEREOF the Developer has caused its corporate seal to be affixed hereunto attested the signature of its duly authorized officers in that behalf on the 17<sup>th</sup> day of August, 2006.

PLAZACORP PROPERTY HOLDINGS INC

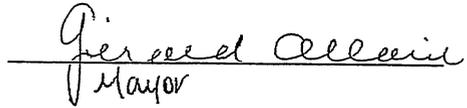


JAMES M. PETRIE  
CORPORATE COUNSEL  
& SECRETARY



IN WITNESS WHEREOF the City has caused its corporate seal to be affixed hereunto attested the signature of its duly authorized officers in that behalf on the 27 day of August, 2006.

EDMUNDSTON



MARK RICHARDS, Clerk