

AGREEMENT RE: USE OF LAND

THIS AGREEMENT RE: USE OF LAND made this ____ day of _____, 2025.

BETWEEN:

THE CITY OF FREDERICTON, a municipal corporation by virtue of the *Local Governance Act*, S.N.B. 2017, C. 18, and amendments thereto, having its head office at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5, hereinafter referred to as the "City"

- and -

NAME OF PURCHASING ENTITY, a body corporate having its registered office at _____, hereinafter referred to as the "Developer"

BE IT RECITED AND IT IS AGREED BY THE PARTIES THAT:

1. By a Transfer dated _____, and registered at the Land Registry Office on _____, as number _____, the City conveyed the lands and premises situate at 95 DeMerchant Drive and 102 DeMerchant Drive, Fredericton New Brunswick, designated as Service New Brunswick PIDs 75565689 and 75565820, (the "Development Property") to the Developer.
2. By an Agreement of Purchase and Sale dated _____, wherein the City agreed to convey to the Developer and the Developer agreed to acquire from the City the Development Lands for the purposes of developing housing, such to include 50% affordable housing, (the "Development"), the Developer has agreed to enter into this Agreement Re: Use of Land.

NOW THEREFORE this Agreement Witnesseth that, in consideration of the City agreeing to convey the Development Lands to the Developer and the Developer agreeing to develop the Development upon the Development Lands, the Developer agrees as follows:

1. If, within two (2) years from the date of conveyance, the Developer:
 - a) has not started the Development of the Development Property (as evidenced by issued building permits), or
 - b) determines for any reason not to proceed with the Development of the Development Property and notifies the City in writing of such determination;

the Developer shall reconvey the Development Property to the City for purchase price paid by the Purchaser (the sum of Five Hundred Eighty-Five Thousand Dollars - \$585,000.00),

free and clear of all liens, charges and encumbrances, less the deposit paid. Prior to any reconveyance, the Developer shall, at its sole cost and expense, reinstate the Development Property to its previous condition.

2. If the Developer proceeds with the development of one of the parcels but not the other, the terms of this Agreement shall apply notwithstanding to whichever parcel has not been developed, with an allocated re-purchase price of \$200,000 for PID 75565689 and \$385,000 for PID 75565820, respectively, less the deposit.
3. This Agreement constitutes the entire Agreement between the City and the Developer with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.
4. If at any time during the continuance of this Agreement the City or the Developer shall deem it necessary or expedient to make any alterations or additions to this Agreement, they may do so by means of an executed written Agreement between them, which shall be supplemental to and form part of this Agreement.
4. This Agreement and all terms and conditions herein contained shall enure to the benefit of and be binding upon the Developer and the City and their respective successors and assigns.

**SIGNED, SEALED AND
DELIVERED** in the presence of:

THE CITY OF FREDERICTON

Kate Rogers
Mayor

Jennifer Lawson
City Clerk

NAME OF PURCHASING ENTITY

(I/we have authority to bind the corporation)

Form 45

AFFIDAVIT OF CORPORATE EXECUTION
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: Jennifer Lawson
397 Queen Street
Fredericton, NB E3B 1B5

Office Held by Deponent: City Clerk

Corporation: The City of Fredericton

Other Officer Who Executed
the Instrument: Kate Rogers
397 Queen Street
Fredericton, NB E3B 1B5

Office Held by Other Officer
Who Executed the Instrument: Mayor

Place of Execution: Fredericton, New Brunswick

Date of Execution: _____, 2025

I, Jennifer Lawson, 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 and the other officer specified above, as the officers duly authorized to execute the instrument on behalf of the corporation;
3. That the seal of the corporation was affixed to the instrument by the order of the City Council of the City of Fredericton;
4. That the instrument was executed at the place and on the date specified above; and
5. The City of Fredericton is a municipal corporation and has no share capital.

SWORN TO BEFORE ME at the City)
of Fredericton, in the County of York)
and Province of New Brunswick,)
this ____ day of _____, 2025.)
)

Alexa Donovan)
A Commissioner of Oaths)
My Commission Expires Dec. 31, 2026)

Jennifer Lawson

Form 45

AFFIDAVIT OF CORPORATE EXECUTION
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent:

Office Held by Deponent:

Corporation:

Other Officer Who Executed
the Instrument:

Office Held by Other Officer
Who Executed the Instrument:

Place of Execution: Fredericton, New Brunswick

Date of Execution: _____, 2025

I, _____, 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 and the other officer specified above, as the officers duly authorized to execute the instrument on behalf of the corporation;
3. That the seal of the corporation was affixed to the instrument by the order of the Board of Directors of _____;
4. That the instrument was executed at the place and on the date specified above; and
5. That the ownership of a share of the corporation does not entitle the owner thereof to occupy the parcel described in the attached instrument as a martial home.

SWORN TO BEFORE ME at the City)
of Fredericton, in the County of York)
and Province of New Brunswick,)
this ____ day of _____, 2025.)

_____)

A Commissioner of Oaths)

_____)