

Rothesay

AMENDING AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement:

30228456, 00441998, 30021539, 00244434
(PIDs to be consolidated)

Owner of Land Parcels:

Haldor (1972) Ltd.
PO Box 1289
Saint John, NB
E2L 4G7 (Hereinafter called the "Developer")

Agreement with:

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5 (Hereinafter called "Rothesay")

a body corporate under and by virtue of the
Municipalities Act, RSNB 1973, Chapter M-22,
located in the County of Kings and Province of New
Brunswick

WHEREAS the Developer is the registered owner of certain lands accessed from Longwood Drive and Carriage Way (PIDs # 30228456, 00441998, 30021539 & 00244434) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer and Rothesay did on December 7, 2004 enter into an agreement, registered as document # 19656942, for a 43 lot residential subdivision identified as Phase 1 Bridlewood Estates Subdivision;

AND WHEREAS the Developer and Rothesay did on May 12, 2005 enter into an amending agreement, registered as document # 20383890, to allow for an increase from 43 to 44 residential lots and including the amendment of several provisions of the original 2004 agreement;

AND WHEREAS the Developer is now desirous of entering into a second amending agreement to allow for a 44 lot residential subdivision including new public road connections to Longwood Drive, Bel-Air Avenue and Carriage Way identified as **Phase 2 Bridlewood Estates Subdivision** on the Lands as described in Schedule A.

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 Lots situated on the Lands indicated on Schedule A shall not exceed forty four (44) lots.
2. The Developer agrees that the number of residential dwellings situated on the Lands indicated on Schedule A shall not exceed forty four (44) single family dwellings.
3. The Developer agrees to the first phase of the proposed development shall include the completion of a public street connection, including related municipal services (sewer and water) from Carriage Way through to Bel-Air Avenue as indicated on Schedule C.
4. The Developer agrees to submit for approval by Rothesay, prior to commencing any work on the subdivision, the following plans, each

meeting the requirements in accordance with the minimum requirements, standards and specifications as prescribed in the Standard Specifications for Developers of Rothesay Subdivision By-law No. 4-10;

- i. Plan of Subdivision prepared by a person registered to practice land surveying in the Province of New Brunswick;
 - ii. a letter of engagement from the project engineer retained by the Developer to design the proposed works, along with engineering design drawings for all municipal services as specified herein; and
5. The Developer agrees that the Building Inspector shall not issue a building permit to the Developer for work directly connected with the development of the Lands, nor shall the Developer be entitled to such a permit unless and until the Developer deposits with Rothesay an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to Rothesay:
- a) Valued at 50% of the cost of construction to execute the work approved by the Engineer pursuant to this agreement; and
 - b) Containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as Rothesay has accepted "final completion" of the work mentioned in this agreement, by resolution of Rothesay Council.

Schedules

6. 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 Plan of Subdivision
 - c. Schedule C Proposed Phasing

Subdivision

7. Rothesay and Developer agree that the Development Officer may, at their discretion, consider a reduction in the total number of Lots and the resulting applicable and necessary changes to Schedule B as non-substantive and generally in conformance with this Agreement.
8. The Developer agrees, that except as otherwise provided for herein, the development, subdivision and 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.

Land for Public Purposes

9. Rothesay and the Developer agree that pursuant to Clause 39 of the 2004 Agreement registered as document # 19656942 the Developer shall fulfil the deferred LPP requirement from the original 2004 agreement. The deferred Phase 1 LPP requirement shall be calculated in land as 6735m² being ten percent (10%) of the 67349.88m² total area of Phase 1 lots; or \$72,737.87 being 8% of the market value as calculated by by-law, of the Phase 1 lots total size.
10. Furthermore, the Developer agrees that an amount no less than 8006.79m² calculated as ten percent (10%) of the 80060.79m² total area of the Phase 2 lots or \$86,465.65, being 8% of the market value as calculated by by-law, shall be paid as Cash in Lieu for LPP.

Site Development

11. The Developer agrees to develop the Lands in a manner, which, in the opinion of the Development Officer, is generally in conformance with Schedule B.
12. The Developer agrees to not commence clearing of trees, excavation of topsoil or blasting activities in association with the construction of the subdivision until Rothesay has provided final approval of the subdivision design as determined by the Development Officer, in consultation with Rothesay's Engineer.
13. The Developer agrees that driveways for each developed Lot shall conform as follows:
 - a) All areas used for vehicular traffic or the parking or storage of a vehicle shall be paved with asphalt, concrete, interlocking stone or other environmentally safe and dust-free equivalent surface.
 - b) Every developed Lot shall have one (1) permanent driveway lighting fixture that shall as follows:
 - i. provide illumination of the primary driveway entrance to the public street right of way;
 - ii. be supplied from the property's electrical system;
 - iii. automatically switch on there is insufficient daylight;
 - iv. be located not closer than 1.5 meters to the paved driveway edge and not closer than 2 meters to the public street right of way boundary; and
 - v. be installed by the Developer and maintained by the successive lot owner(s) their successors and assigns, in a manner to ensure continuous operation during night time hours.

Municipal Streets

14. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual cost of the following:
 - a. surveying and staking of lots and streets;
 - b. rough grading of streets to profiles approved by Rothesay;
 - c. fine grading of streets to profiles approved by Rothesay;
 - d. hard surfacing of the streets as shown on the plan to Rothesay specifications; sub-grade standards, compaction and finish as approved by Rothesay's Engineer, in writing, before final hard surfacing may be installed;
 - e. constructing the roads as shown on the plan of subdivision and to complete the connection from Carriage Way to Bel-Air Avenue as shown on Schedule C as the first phase of the development;
 - f. supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees calculated as one tree for each 10 meters measured along the linear centre line of the public street right of way, planted in location(s) approved by Rothesay and where such trees are as follows:
 - (a) Not smaller than six centimeters (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by Rothesay.
 - g. engineering design and inspection of those works referred to in clauses b), c) d), e) and f) of this section.
15. The Developer agrees to provide, upon completion of Part (13), signed documentation and progress reports from a practicing Professional Engineer, licensed in New Brunswick ensuring that applicable codes and standards have been met and that the work was completed and utilizing such materials as in accordance with the terms of this Agreement and approved specifications.

16. The Developer agrees to provide, upon the request of Rothesay, as-built drawings that delineate all public infrastructure to be submitted to Rothesay in compliance with the minimum standards and requirements specified in Rothesay's Digital Data Submission Standards for Infrastructure and Construction Drawings.
17. Rothesay reserves the right to assign public street names, notwithstanding that the names may not correspond with those shown on Schedule B.
18. The Developer agrees that all items, materials, pipes, fittings, and other such infrastructure following acceptance of delivery on site by the Developer shall remain the full responsibility of the Developer against their accidental breakage or vandalism until the completed works are accepted by Rothesay.
19. The Developer agrees that it will not commence construction of any dwelling and no building permit will be issued by Rothesay for any such dwelling until such time as the street, which provides the normal access, to each dwelling, has been constructed to Rothesay standards as specified by Rothesay and is ready for hard surfacing at least beyond the point which shall be used as the normal entrance of the driveway to service such dwelling.
20. The Developer agrees to restore, in so doing assuming all costs, any and all disturbed areas of the public street and public street right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.

Storm Water

21. The Developer shall carry out, subject to inspection and approval by Rothesay representatives, and pay for the entire actual costs of the installation of a storm water system. The Developer agrees to accept responsibility for all costs associated with the following:
 - a. Construction, to Rothesay standards, of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water, to a predetermined location selected by the Developer's Engineer and approved by Rothesay Engineer, from the entire developed portion of the lands as well as top soil and hydro-seeding of shoulders of roadways.
22. The Developer agrees to submit for approval by Rothesay, prior to commencing any work on the storm water system such plans, as required by Rothesay, that shall conform with the design schematics and construction standards of Rothesay, unless otherwise acceptable to Rothesay's Engineer.
23. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwelling shall not be directed or otherwise connected or discharged to Rothesay's storm water or sanitary collection system.
24. The Developer agrees that the storm water drainage from all dwellings shall not be discharged:
 - a. directly onto the ground surface within one meter of a proposed dwelling;
 - b. within 1.5 m of an adjacent property boundary;
 - c. to a location where discharged water has the potential to adversely impact the stability of a side yard or rear yard slope or a portion of the property where there exists a risk of instability or slope failure; or

- d. to a location or in such a manner that the discharge water causes or has the potential to cause nuisance, hazard or damage to adjacent dwellings or structures.
25. The Developer agrees to provide to Rothesay's 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 Rothesay specifications.

Water Supply

26. The Developer agrees to connect to Rothesay's nearest and existing water system at a point to be determined by Rothesay's Engineer and utilizing methods of connection approved by Rothesay.
27. Rothesay agrees to supply potable water for the purposes and for those purposes only for a maximum of seven (7) single family residential dwellings and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
28. The Developer agrees to pay Rothesay a connection fee for each residential unit to Rothesay water system calculated in the manner set out by By-law as amended from time to time, to be paid to Rothesay on issuance of each building permit.
29. The Developer agrees that Rothesay does not guarantee and nothing in this Agreement shall be deemed to be a guarantee of an uninterrupted supply or of a sufficient or uniform water pressure or a defined quality of water. Rothesay 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.
30. The Developer agrees that all connections to Rothesay water mains shall be approved and inspected by Rothesay's Engineer or such other person as is designated by Rothesay prior to backfilling and that the operation of water system valves is the sole responsibility of Rothesay.
31. The Developer agrees to comply with Rothesay's Water By-law and furthermore that a separate water meter shall be installed, at their expense, for each residential connection made to Rothesay's water system.
32. The Developer agrees that Rothesay may terminate the Developer's connection to Rothesay water system in the event that Rothesay determines that the Developer is drawing water for an unauthorized purpose or for any other use that Rothesay deems in its absolute discretion.
33. 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 Rothesay water system has been satisfactorily completed and constructed in accordance with Rothesay specifications.

Sanitary Sewer

34. The Developer agrees to connect to the existing and nearest sanitary sewer system at a point to be determined by Rothesay's Engineer and utilizing methods of connection approved by Rothesay's Engineer.
35. The Developer agrees to pay Rothesay a connection fee for each residential unit to Rothesay sewer system calculated in the manner set out by By-law as amended from time to time, to be paid to Rothesay on

issuance of each building permit.

36. The Developer agrees to carry out subject to inspection and approval by Rothesay representatives, and pay for the entire actual costs of the following:
 - a. 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.
37. The Developer agrees to submit for approval by Rothesay, prior to commencing any work to connect to the sanitary sewer system, any plans required by Rothesay, with each such plan meeting the requirements as described in Rothesay specifications for such development.
38. The Developer agrees that all connections to Rothesay sanitary sewer system shall be supervised by the Developer's engineer and inspected by Rothesay's Engineer or such other person as is designated by Rothesay prior to backfilling and shall occur at the sole expense of the Developer.

Municipal Service Easements

39. The Developer agrees to secure and grant to Rothesay, its successors and assigns, unencumbered easements crossing the Lands of the Developer and the Lands of PID 30228456, 00441998, 30021539, 00244434, in the form customarily used by Rothesay, providing for the full, free and uninterrupted right, liberty, privilege and easement to install, construct, reconstruct, repair, clean, maintain, inspect and use as part of the municipal services of Rothesay and as appurtenant thereto, and for all times hereafter, including sewers, water system mains, storm water collection infrastructure and other municipal services of such kind, size, type and number as Rothesay may from time to time determine necessary.

Retaining Walls

40. 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.
41. The Developer agrees to obtain from Rothesay 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

42. The Developer does hereby indemnify and save harmless Rothesay from all manner of claims or actions by third parties arising out of the work performed hereunder, and the Developer shall file with Rothesay prior to the commencement of any work hereunder a certificate of insurance naming Rothesay 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). 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 Rothesay. 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

43. 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 **Haldor (1972) Ltd.**, PO Box 1289, Saint John, NB, E2L 4G7 and to Rothesay 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

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

Termination

45. Rothesay reserves the right and the Developer agrees that Rothesay has the right to terminate this Agreement without compensation to the Developer if the specific proposal has not commenced on or before **insert date** being a date 10 years (120 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 with the provisions of the Rothesay Zoning By-law.
46. Notwithstanding Part 44, the Parties agree that 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 public street and municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with Rothesay's Engineer as being continued through to completion as continuously and expeditiously as deemed reasonable.
47. The Developer agrees that should Rothesay terminate this Agreement Rothesay 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 the 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 Rothesay for the costs of completing the work mentioned in this agreement, the Developer shall promptly on receipt of an invoice pay to Rothesay the full amount owing as required to complete the work.

Security

48. The Developer expressly agrees and understands that notwithstanding any provision of Rothesay's Building By-laws or any statutory by-law or regulatory provision to the contrary, the Building Inspector shall not issue a building permit to the Developer for work directly connected with the development of the Lands, nor shall the Developer be entitled to such a permit unless and until the Developer deposits with Rothesay an Irrevocable Letter of Credit from a Canadian Chartered Financial Institution or other security acceptable to Rothesay; and
- a. Valued at 50% of the cost of construction to execute the work approved by the Engineer pursuant to this agreement; and
 - b. Containing a provision that upon the expiration of a thirty-six (36) month term it be renewed and extended (with appropriate amendments to reduce the sum to an amount sufficient to recover the remaining work) from year to year until such time as Rothesay has accepted "final completion" of the work mentioned in this

agreement, by resolution of Rothesay Council.

Failure to Comply

49. The Developer agrees that after 60 days written notice by Rothesay regarding the failure of the Developer to observe or perform any covenant or condition of this Agreement, then in each such case:
- (a) Rothesay 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) Rothesay 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) Rothesay may by resolution 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, Rothesay 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

50. 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

51. If any paragraph or part of this agreement is found to be beyond the powers of Rothesay 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

52. 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 HEREOF the parties have duly executed these presents the day and year first above written.

Date: _____, 2017

Witness:

Haldor (1972) Ltd.

Donald C. Northrup, Director

Witness:

Rothesay:

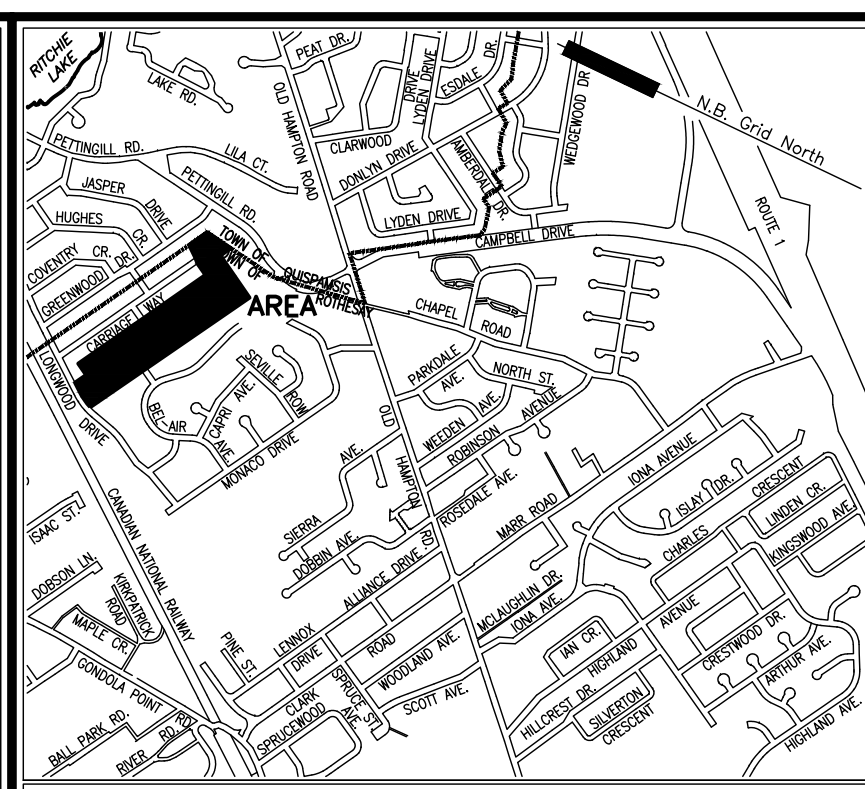
Dr. Nancy E. Grant, Mayor

Mary Jane Banks, Clerk

Rothesay

SCHEDULE A

PIDs 30228456, 00441998, 30021539, 00244434
(PIDs to be consolidated)



Key Plan
Scale = 1:25,000

LEGEND:

- SMS - Standard survey marker found
- SMS - Standard survey marker set
- RIBF - Round iron bar found
- IBF - Square iron bar found
- IPF - Iron pipe found
- CALC - Calculated point
- ▲ NBCM - N.B. Co-ordinate Monument
- sq.m. - Square metres
- A - Arc R - Radius
- Rad.Pt. - Radius point
- ⊖ - Centreline
- Line not to scale
- - - Fence
- PID - Parcel identifier number
- Adj - Adjusted network
- ⊙ - Tabulated co-ordinate reference

A.N.B.L.S. - Association of N.B. Land Surveyors

NOTES:

1. Azimuths and Co-ordinate values refer to the NEW BRUNSWICK GRID CO-ORDINATE SYSTEM (Adjusted Network) and were derived from the tabulated New Brunswick Co-ordinate Monuments. Computations performed and co-ordinate values shown are based on the New Brunswick Stereographic Double Projection and the NAD83 (CSRS) ellipsoid.
2. Azimuths are rounded to the nearest 10 seconds.
3. Distances are in METRES and are rounded to the nearest CENTIMETRE.
4. Lands dealt with by this plan are bounded thus
5. Peripheral information and adjacent names were derived from various sources and should be verified.
6. All plans and documents referenced are recorded in the Kings County Registry Office or in the Land Titles Office for the District of New Brunswick.
7. Contours are in metres and refer to the Geodetic Datum and were derived from Municipal DTM data.

PURPOSE OF PLAN:

- ◆ To create 44 residential building lots.
- ◆ To create Parcel 2017-1.

TITLE DATA:
PID's 244434, 441998, 30021539 & 30228456
Owner: Haldor (1972) Ltd.

Tentative Plan
**Bridlewood Estates
Subdivision-Phase 2**
Town of Rothesay
Kings County, N.B.

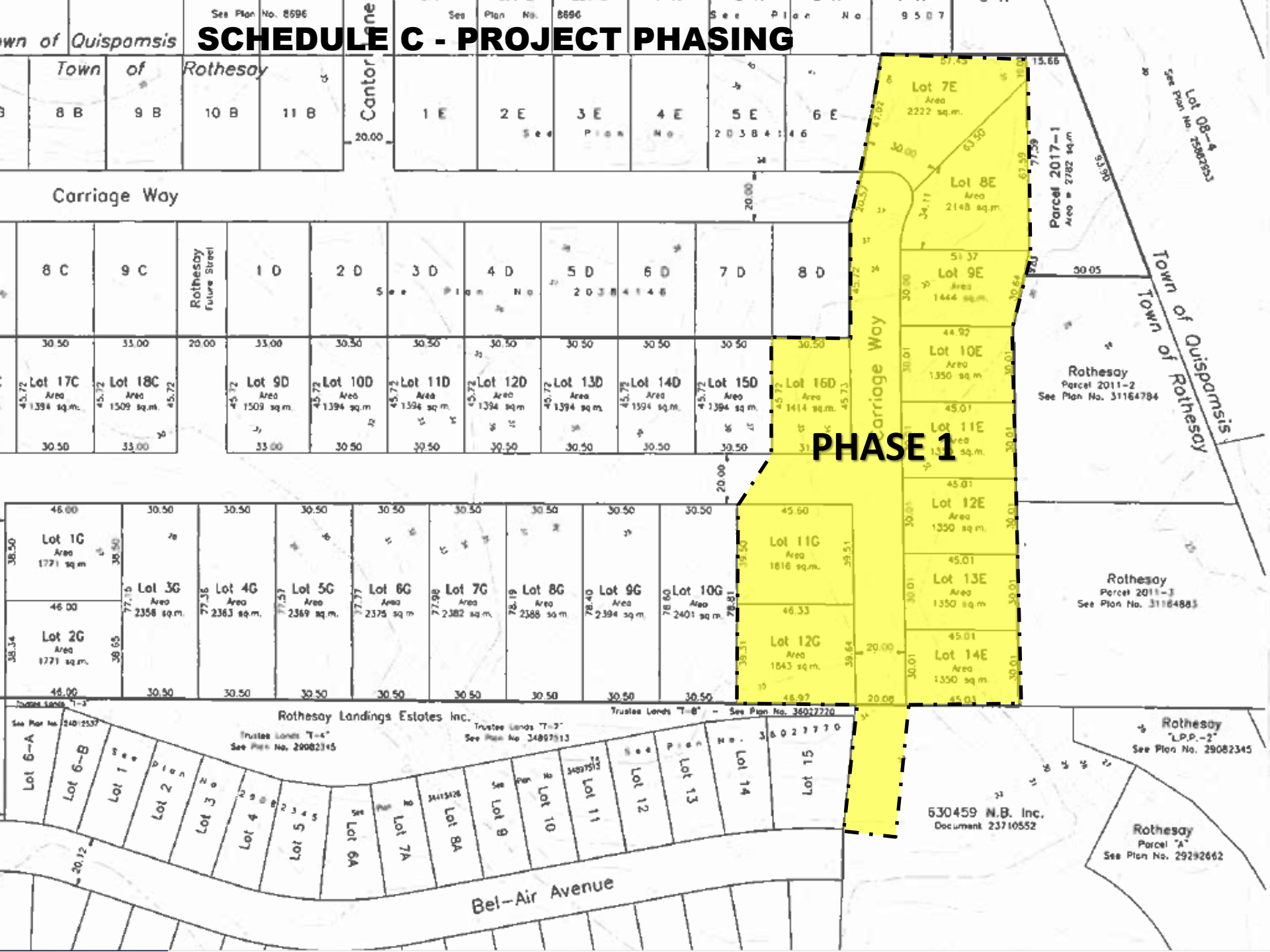
0 10 20 30 40 50 100 metres
Scale = 1:1000

**KIERSTAD QUIGLEY
and ROBERTS Ltd.**
Saint John, New Brunswick

Job No. 05-0047
Dated: August 30, 2017

Dwg. No. T-0667

SCHEDULE C - PROJECT PHASING



PHASE 1

Section	Lot	Area (sq.m)	Dimensions
Grid (Cant. Lane)	1E	See Plan No. 8896	
	2E	See Plan No. 8896	
	3E	See Plan No. 8896	
	4E	See Plan No. 8896	
	5E	See Plan No. 8896	
	6E	See Plan No. 8896	
	1D	See Plan No. 20384146	
	2D	See Plan No. 20384146	
	3D	See Plan No. 20384146	
	4D	See Plan No. 20384146	
Grid (Carriage Way)	1C	1771 sq.m	46.00 x 38.50
	2C	1771 sq.m	46.00 x 38.50
	3C	2356 sq.m	77.15 x 30.50
	4C	2363 sq.m	77.36 x 30.50
	5C	2369 sq.m	77.57 x 30.50
	6C	2375 sq.m	77.77 x 30.50
	7C	2382 sq.m	77.98 x 30.50
	8C	2388 sq.m	78.19 x 30.50
	9C	2394 sq.m	78.40 x 30.50
	10C	2401 sq.m	78.60 x 30.50
Vertical Strip (Carriage Way)	7E	2222 sq.m	37.00 x 59.75
	8E	2148 sq.m	34.11 x 63.50
	9E	1444 sq.m	51.37 x 28.11
	10E	1350 sq.m	44.92 x 30.01
	11E	1350 sq.m	45.01 x 30.01
	12E	1350 sq.m	45.01 x 30.01
	13E	1350 sq.m	45.01 x 30.01
Bottom Grid (Bel-Air Ave)	6A		
	6B		
Bottom Grid (Bel-Air Ave)	1		
	2		
	3		
	4		
	5		
	6A		
	7A		
	8A		
	9		
	10		
Bottom Grid (Bel-Air Ave)	11		
	12		
	13		
	14		
	15		

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Donald C. Northrup, Director
Haldor (1972) Ltd.
PO Box 1289
Saint John, NB
E2L 4G7

Office Held by Deponent: **Director**

Corporation: **Haldor (1972) Ltd.**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2017.

I, **Donald C. Northrup**, 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 "**Donald C. Northrup**" 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 _____, 2017.)

BEFORE ME:)
)
_____)
Commissioner of Oaths)

Donald C. Northrup

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: **Dr. 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: _____, 2017.

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 **Dr. 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 "**Dr. Nancy E. Grant**" subscribed to the within instrument is the signature of Dr. Nancy E. Grant, who is the Mayor of Rothesay 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 Rothesay 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 Rothesay and was so affixed by order of the Council of the said Rothesay, 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 of
Rothesay, in the County of Kings,)
and Province of New Brunswick,)
This ___ day of _____, 2017.)

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

MARY JANE E. BANKS