

Rothestay

DEVELOPMENT AGREEMENT

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

Parcel Identifiers
of Parcels Burdened
by Agreement: 00241240 (portion)

Owner of Land Parcels: **619699 N.B. Inc.**
270 Eriskay Drive
Rothestay, NB
E2E 5G7 (Hereinafter called the "Developer")

Agreement with: **Rothestay**
70 Hampton Road
Rothestay, N.B.
E2E 5L5 (Hereinafter called "Rothestay")

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 Maliseet Drive and Greenbrier Drive (portion of PID 00241240) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS Rothestay did on 11 January 2021 authorize the execution of a Development Agreement to allow for a 55-lot residential subdivision for single-unit dwellings including new public roads Sage Street, Greenbrier Street, Juneberry Court, and Goldenrod Lane with connections to River Road and Maliseet Drive identified as **Sagamore Heights Subdivision** on lands including Lands as described in Schedule A;

AND WHEREAS the Developer entered into an Agreement for the development;

AND WHEREAS the Developer now wishes to rezone a portion of lands covered by the original agreement and revise the original agreement executed February 1, 2021 to allow for the development of two-unit dwellings on the Lands 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 dwelling units situated on the Lands indicated on Schedule A shall not exceed **seventy-two (72) dwelling units**.
2. The Developer agrees that the permitted land uses on the Lands shall be in accordance with those permitted in the Two-Family Residential (R2) Zone as may be amended from time to time.
3. The Developer agrees that the Greenbrier Street intersection with Maliseet Drive shall be used solely for all construction machinery, heavy equipment and related vehicles until such time that Phases 1 to 3 are substantially complete.
4. The Developer agrees to submit for approval by Rothestay, prior to commencing any work on the subdivision, the following plans, each 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;

- a) Plan of Subdivision prepared by a person registered to practice land surveying in the Province of New Brunswick;
 - b) a letter of engagement from the project engineer retained by the Developer to design and provide full-time construction inspection for the construction of the proposed works, along with engineering design drawings for all municipal services as specified herein.
5. The Developer agrees that Rothesay 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.

Architectural Guidelines

6. The Developer agrees that an objective of this development is to provide an aesthetically pleasing streetscape which exhibits a complementary variety of houses types and architectural designs. The Developer agrees to ensure the following:
- a. The architectural design of the buildings shall be, in the opinion of the Development Officer, generally in conformance with Schedule D.
 - b. Building plans shall have similar features, such as roof lines, facade articulation (projections/recesses), fenestration, primary exterior wall colour or materials or roof colour, etc.
 - c. Street facing façade walls of two-unit buildings shall incorporate brick, cast stone, stone or other high quality, long-lasting masonry material over a 25% minimum percentage of surface area.
 - d. Building façades shall be designed so that windows and doors are prominent features with a variety in setbacks and projections to provide visual interest along the streetscape they front.

Schedules

7. The Developer agrees to develop the Lands in a manner, which, in the opinion of Rothesay’s Development Officer, is generally in conformance with the following Schedules attached to this Agreement:
- a. Schedule A Legal Description of Parcels (PID #s)
 - b. Schedule B Proposed Plan of Subdivision
 - c. Schedule C Proposed Phasing of Public Infrastructure
 - d. Schedule D Dwelling Exterior Designs

Subdivision

8. Rothesay and Developer agree that a maximum 20 percent reduction in the total number of building lots and the resulting applicable and necessary changes to Schedule B as non-substantive and generally in conformance with this Agreement.
9. 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

10. Rothesay and the Developer agree that the 1000 square meter parcel located on the corner of Goldenrod Lane and Sage Street as indicated on Schedule B along with the following parcels shall be vested to Rothesay as Land for Public Purposes (LPP):
 - a) PID # 00062737
 - b) PID # 00246595
 - c) PID # 00223453
 - d) PID # 00224147
 - e) PID # 30145890
 - f) PID # 30147318

Site Development

11. The Developer agrees to develop the Lands in a manner, which, in the opinion of Rothesay's 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's Development Officer and Engineer have provided approval of the engineering design and the laying out of new public streets.
13. The Developer agrees not to remove trees on the rear 7m of proposed building lots, except where removal is necessary to facilitate the construction of municipal services, including stormwater infrastructure and public streets until such time that a building permit is issued for the lot.
14. The Developer agrees that all building lots developed and maintained by the successive lot owner(s) their successors and assigns shall as 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 building 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 lot owner's electrical system;~~
 - iii. ~~automatically switch on when 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 maintained to ensure continuous operation during nighttime hours.~~

- ~~vi. luminaries shall be certified outdoor lighting fixtures that minimize glare while reducing light trespass and sky glow and fully shielded to minimize the amount of blue light in the nighttime environment.~~

Municipal Streets

15. 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 proposed roads as shown on the plan of subdivision by completing the clearing, grubbing, grading and aggregate subbase of Greenbrier Street and Sage Street through to their Maliseet Drive intersection(s) as the first phase of the development;
- f. constructing the proposed Future Street (Sage Street connection to River Road) as shown on the plan of subdivision by completing the clearing, grubbing, and grading and, as may be required by Rothesay, the aggregate base and hard surfacing;
- g. construction of a left hand turn pocket (lane) on River Road to allow for queuing of vehicles exiting River Road onto Gondola Point Road as reviewed by the Developer's Engineer and approved by Rothesay's Engineer;
- h. supply and maintenance of for a period of two (2) years the topsoil, sod, landscaping and the planting of street trees calculated as no more than one tree for each 10 meters measured along the linear centre line of the public street right of way, planted on alternating street side location(s) approved by Rothesay and where such street trees are as follows:
 - i. 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.
 - ii. Inspected by Rothesay 12 months from time of planting and again then at 24 months. The Developer shall replace trees identified for replacement during warranty inspections.
- i. Engineering design and full-time construction inspection, by the Developer's engineering consultant, of those works referred to in clauses b), c) d), e), f), and g) of this section.

16. The Developer agrees to provide, upon completion of Part (15), 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.

17. The Developer agrees to provide 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.

18. Rothesay reserves the right to assign public street names, notwithstanding that names may not correspond with those shown on Schedule B.
19. 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 Rothesay accepts the completed works.
20. The Developer agrees that it will not occupy any dwelling and no occupancy 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 least beyond the point which shall be used as the normal entrance of the driveway to service such dwelling.
21. The Developer agrees to restore all disturbed or damaged areas of the public street and right of way to the satisfaction of Rothesay's Engineer following installation of the required municipal services.

Storm Water

22. The Developer and Rothesay agree to work together in collaboration to develop stormwater management solutions for pre-existing offsite stormwater issues as determined by the Developer's Engineer and Rothesay's Engineer.
23. The Developer agrees to design the storm water system for the proposed development in accordance a net-zero approach where post-development stormwater flows from the development site are less than pre-development flows from the site for the 1 in 5 year and 1 in 100-year return periods along with design of a major drain system in the development. The stormwater design for the development is subject to the approval of Rothesay's Director of Operations.
24. The Developer agrees to accept responsibility for all costs associated with the construction of a storm water system including pipes, fittings, precast sections for manholes and catch basins capable of removing surface water, to a predetermined location designated by the Developer's Engineer and accepted by Rothesay's Engineer.
25. 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.
26. The Developer agrees that all roof leaders, down spouts, and other storm water drains from all proposed dwellings shall not be directed or otherwise connected or discharged to Rothesay's sanitary collection system.
27. 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.
28. 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.

29. The Developer agrees to provide full-time construction inspection, by the Developer's engineering consultant, of those works referred to in this section.

Water Supply

30. The Developer agrees to connect to Rothesay's existing water system utilizing methods of connection and at a location as determined by Rothesay's Engineer.
31. Rothesay agrees to supply potable water for the purposes and for those purposes only for a maximum of **seventy-two (72)** dwellings within the area to be rezoned to Two-Family Residential (R2) and for minor and accessory purposes incidental thereto and for no other purposes whatsoever.
32. Rothesay agrees to extend the existing water system on Maliseet Drive from its current location to a location along Maliseet Drive and on the opposite street side of the proposed intersection with the new public street labelled as Greenbrier Street. Extending the water system across Maliseet Drive shall be the cost of the Developer.
33. 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.
34. The Developer agrees that Rothesay does not guarantee 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.
35. The Developer agrees that all connections to Rothesay water mains shall be approved and inspected by Rothesay's Engineer or their representative prior to backfilling and that the operation of water system valves is the sole responsibility of Rothesay.
36. 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.
37. 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.
38. 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.
39. The Developer agrees to provide full-time construction inspection, by the Developer's engineering consultant, of those works referred to in this section.

Sanitary Sewer

40. The Developer agrees to connect to the existing sanitary sewer system at a location identified by Rothesay's Engineer and utilizing methods of connection approved by Rothesay's Engineer.

41. 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.
42. The Developer agrees to carry out subject to inspection and approval by Rothesay representatives, and pay for the entire actual costs of the 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.
43. 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.
44. 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.
45. The Developer agrees to provide full-time construction inspection, by the Developer's engineering consultant, of those works referred to in this section.

Electrical Servicing and Street Lighting

46. The Developer agrees to install any additional electrical feeds underground from their current point of overhead termination consistent with the requirements of Rothesay's subdivision by-law.
47. The Developer agrees to install streetlights, of a design selected by Rothesay, along the Public Street rights-of-way, where required by Rothesay's Director of Operations.

Local Government Service Easements

48. The Developer agrees to secure and grant to Rothesay, its successors and assigns, unencumbered easements crossing the Lands of the Developer 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

49. 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.
50. The Developer agrees to obtain from Rothesay a Building Permit for any retaining wall, as required on the Lands, in excess of 2 meters in height and that such retaining walls will be designed by a Professional Engineer, licensed to practice in New Brunswick.

Indemnification

51. 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

52. 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 **619699 N.B. Inc.**, 270 ERISKAY DRIVE, ROTHESAY, NB, E2E 5G7 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

53. 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

54. 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 been completed **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.
55. Notwithstanding Part 54, the Parties agree that development shall be deemed to be complete 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 been completed and that such construction is deemed by Rothesay’s Engineer as acceptable.
56. 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

57. 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

58. 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

59. 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

60. 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

61. 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: _____, 2026

619699 N.B. Inc.

Witness:

Harley, Edward M.H., Director

Witness:

Shea, Patrick D., Director

Rothesay:

Witness:

Matthew Alexander, Mayor

Witness:

Neil McKenna, Clerk

SCHEDULE A

Parcel Identification Numbers

00241240 (portion)

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Patrick D. Shea, Director
619699 N.B. Inc.
270 Eriskay Drive
Rothesay, NB
E2E 5G7

Office Held by Deponent: **Director**

Corporation: **619699 N.B. Inc.**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026.

I, **Patrick D. Shea**, 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 D. Shea**” 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 _____, 2026

BEFORE ME:

Commissioner of Oaths

Patrick D. Shea

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: Edward M.H Harley, Director
619699 N.B. Inc.
270 Eriskay Drive
Rothesay, NB
E2E 5G7

Office Held by Deponent: **Director**

Corporation: **619699 N.B. Inc.**

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026.

I, **Edward M.H Harley**, 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 “**Edward M.H Harley**” 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 _____, 2026

BEFORE ME:

Commissioner of Oaths

Edward M.H Harley

Form 45

AFFIDAVIT OF CORPORATE EXECUTION

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

Deponent: **NEIL McKENNA**

Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: **Clerk**

Corporation: **Rothesay**

Other Officer Who Executed the Instrument: **Matthew Alexander**

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: _____, 2026.

I, **NEIL MCKENNA**, 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 **Matthew Alekander**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
- 11. the signature “**Matthew Alexander**” subscribed to the within instrument is the signature of Matthew Alexander, who is the Mayor of Rothesay of Rothesay, and the signature “**Neil McKenna**” 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;
- 12. 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;
- 13. 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 _____, 2026.)

BEFORE ME:)

Commissioner of Oaths)

NEIL McKENNA