



Planning Advisory Committee

September 8, 2026

To: Chair and Members of the Rothesay Planning Advisory Committee

From: Mark Reade, P.Eng., RPP, MCIP – Director of Planning and Development Services

Date: Wednesday, August 26, 2026

Subject: Rezoning Attached Residential [R3]– Lands south of 5, 7, 9, and 11 Cameron Road (PIDs 00064337, 00064386, 00246769, 00246868, 00064394, 00064402, 00064345 (portion), 00064378 (portion), 00064352 (portion))

Applicant:	Don-More Surveys and Engineering Ltd.	Property Owner:	L T S Investments Inc
Mailing Address:	520 Somerset Street Saint John, NB E2E 0E9	Mailing Address:	312 Rothesay Ave Saint John, NB E2J 2B9
Property Location:	Lands south of 5, 7, 9, and 11 Cameron Road	PID:	PIDs 00064337, 00064386, 00246769, 00246868, 00064394, 00064402, 00064345 (portion), 00064352 (portion), 00064378 (portion)
Plan Designation:	Medium Density Residential: PIDs 00064386, 00246769, 00064394, 00064402, 00064337, 00246868 00064345 (portion), 00064378 (portion) High Density Residential: PID 00064352 (portion)	Zone:	Single Family Residential – Standard [R1B]: PIDs 00064337, 00246868, 00064402, 00064394, 00064386, 00246769 Multi-Unit Residential [R4]: PIDs 00064345 (portion), 00064378 (portion), 00064352 (portion)
Application For:	Rezoning to Attached Residential [R3]		
Input from Other Sources:	Operations, KVFD, KRPF		

RECOMMENDATION

PAC HEREBY removes from the TABLE the rezoning application for the subject site.

Background:

On May 5, 2025, the Planning Advisory Committee tabled the rezoning application for the proposed cluster development to allow staff to prepare a draft Development Agreement prior to referring the application to Council for a Public Hearing.

A revised proposal was considered at the Committee's May 2026 meeting, however the item remained tabled to provide the developer with additional time to meet with area residents. Following the May

2026 meeting, the developer met with area residents and has prepared a revised concept providing 34 units in a mix of two-unit (9 buildings) and four-unit buildings (4 buildings) on a 4.37-hectare site.

The property is designated Medium Density Residential and High Density Residential in the Municipal Plan and zoned Single Family Residential – Standard [R1B] and Multi-Unit Residential [R4]. The adjacent section of Cameron Road is serviced with both sanitary sewer and water.

A rezoning to Attached Residential [R3] has been requested. This zone provides for two-unit, and townhouse dwellings such as the ones proposed for the site. It also allows for multiple buildings on a lot, as proposed by the developer, subject to the approval of the committee and provision of appropriate access.

The iterations in the development concept are provided below in Figures 1 through 3.

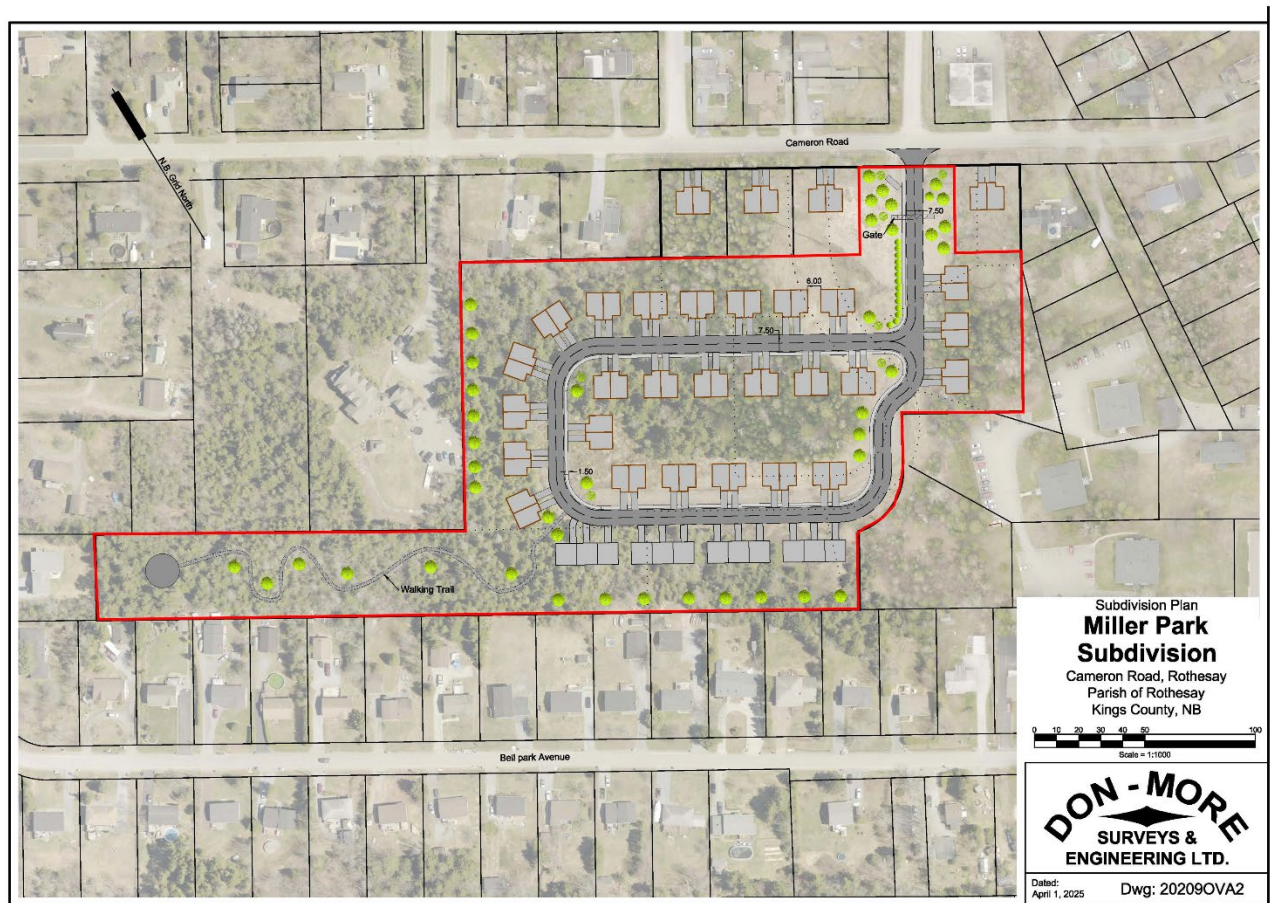


Figure 1 – Original (2025) concept proposing 64 units in a mix of two- and three-unit buildings.



Figure 2 – Revised (May 2026) concept proposing 50 dwelling units.



Figure 3 – Current (July 2026) concept proposing 34 dwelling units.

Table 1.0 – Comparison of Design Concepts		
Concept	Units	Access
Original – 2005	64 units 4 3-unit buildings 26 2-unit buildings	P-loop from Cameron Road (gated access)
Revised – May 2026	50 units 4 4-unit buildings 17 2-unit buildings	P-loop from Cameron Road (gated access) Second access from Miller Park
Current – July 2026	34 units 4 4-unit buildings 9 2-unit buildings	Single access from Cameron Road (gated access) Terminates in 2-cul-de-sacs

Municipal Plan:

The subject site is designated Medium Density Residential and High Density Residential in the Municipal Plan. These designations provide for a mix of building topologies and densities from two-unit dwellings to multiple unit buildings. Permitted uses within these designations are outlined in Policies MDR-2 and HDR-2 of the Municipal Plan.

Policy MDR-2 Medium Density Residential Uses: Allow within the Medium Density Residential designation, a range of housing types where the dominant form of housing is two unit semi-detached, duplex dwellings, triplex-dwellings, fourplex dwellings, row houses, garden homes, or clustered housing. Other compatible uses may be permitted in the Medium Density Residential designation without amendment to the Municipal Plan, including but not limited to parks, municipal facilities, single-family homes, neighbourhood commercial, and public utilities.

Policy HDR-2 High-density Residential Uses: Allow within the High-density Residential designation, a mix of housing of types where the dominant form is an apartment or condominium dwelling. Other compatible uses may be permitted in the High-density designation without amendment to the Municipal Plan, including but not limited to parks, municipal facilities, public utilities, clustered residential housing, and attached dwellings.

The two-unit and townhouse dwellings within the proposed development conform to the envisioned land uses within both the Medium Density and High Density Residential designations of the Municipal Plan and are considered compatible with the surrounding neighbourhood context.

Zoning:

The existing zoning of the site does not allow for a cluster style development of two-unit and townhouse dwellings. The development requires a rezoning to Attached Residential [R3] to accommodate the applicant's proposal.

The R3 zoning permits two-unit and townhouse dwellings and provides for multiple buildings on a lot subject to PAC approval and provision of appropriate access. Compliance with the standards of the R3 zoning is summarized in Table 2.0.

Table 2.0 – Compliance with Attached Residential (R3) Zone Standards	
Minimum Lot Area: The greater of 1200 sq.m. or 400 sq.m. per residential unit	The proposed lot has an area of 4.37 hectares which can accommodate 109 residential units based on the by-law standard. The current development concept provides 34 residential units. All the development concepts proposed since 2025 by the proponent comply with the density standard.
Minimum Lot Frontage: 40 metres	35.7 metres are provided. This will require a variance from the standards from the R3 zone. The 40-metre frontage standard is based on the development of an actual building lot in the R3 zone for a two unit or a townhouse dwelling and not a lot configuration such as the one proposed where the purposes of the lot frontage are driveway access to a cluster style development. Staff note the approximate frontage of 35.7 metres is more than adequate for the placement of roadway access from Cameron Road and associated landscaping and buffering and is greater than the typical 20 metre right-of-way width for a public street. Should the rezoning be approved by Council, a Development Officer variance will be issued for the reduced 35.7 metre frontage.
Minimum Setback from Property Lines: 7.5 m Rear Yard 5 m Side Yard	The following setbacks, exceeding the minimum requirements, are proposed from the property boundaries: • South Boundary - 19.38 m to 19.71 m • North Boundary - 15.5 m to 16.5 m • West Boundary - 97 m including an undisturbed area from 9.6 m to 94 m in depth
Building Height Maximum 9 m Minimum 3 m	The proposed buildings have a maximum height of 4 metres.
Maximum Building Coverage: 40%	The proposal has buildings covering approximately 7.1% of the lot which is below the maximum permitted building coverage.
Driveway Entrance Maximum width: 5 m Maximum number: 1	Variance is required for the driveway width. Staff note the by-law standard appears to relate to driveway widths for individual townhouse units and not a private driveway serving multiple units such as the one proposed in the application. Requirements of the National Building Code would govern in the case of the application requiring a minimum access width of 6 metres.
Minimum Floor Area Per Dwelling Unit: 90 sq.m.	Each of the dwelling units has a floor area of approximately 112 sq.m. excluding the garage.

Except for the required variances related to access and lot frontage, the proposal meets the dimensional standards of the R3 zone.

The R3 zone also requires 1 accessible unit for every 30 units in the project. Staff note there is no legal authority supporting this requirement under the *Community Planning Act*. Further, the Provincial requirement for barrier-free design, the *Barrier-Free Design Building Code Regulation – Building Code Administration Act*, specifically exempts duplexes and rowhouse from the Provincial barrier free requirements.

While the developer has prepared three iterations of the development concept, Staff note that although the initial (2025) and second (May 2026) concepts provide more dwelling units than the current proposal, this higher development intensity still aligns with the Municipal Plan and density requirements of the Zoning By-law. Given this staff are supportive of a higher level of density on the site as advanced by the development with the 2005 and May 2026 concepts.

Access

The access functions more as a driveway as it is owned by a single landowner or entity. Staff are of the opinion the access is appropriate and conforms to Municipal Plan policy but must be subject to specific design parameters to ensure safe access for residents and emergency and service vehicles.

Municipal Servicing

Municipal water was extended along this portion of Cameron Road in 2024 in conjunction with roadway resurfacing. Associated servicing costs were recovered from the developer as required by a resolution of Rothesay Council.

Infrastructure design for the development will be subject to a Development Agreement that will cover aspects such as water supply metering and backflow prevention, and provision of water supply for firefighting purposes.

Operations Staff have identified an existing sanitary sewer on the development site that may need to be relocated or accommodated within a Local Government Services Easement. The assent of Rothesay Council to any necessary Local Government Services Easements will be required.

Storm Water

Should Council approve the rezoning request and development agreement, the project will be required to comply with Schedule “D” – Storm water Standards of Rothesay’s Zoning By-Law. This will require the stormwater design for the development to attenuate post-development 1:5 year and 1:100-year runoff to the pre-development 1:5 year and 1:100-year runoff.

Subdivision

The proposed Tentative Plan of Subdivision conforms to the Subdivision By-Law. As the number of lots is not increasing, there is no requirement for Land for Public Purposes or money in lieu of Land for Public Purposes.

The proposed private driveway will require a unique name in accordance with NB911 requirements.

Development Agreement:

A rezoning to R3 would, subject to Council’s discretionary approval, be subject to the approval of a Development Agreement pursuant to Section 59 of the *Community Planning Act*. A draft Development Agreement is attached to the report and will be amended through the PAC and Council approval process.

The draft Development Agreement includes provision for the following:

- A cap of 64 units to be developed on the site. Staff note the allowable density within the R3 zone supports the level of development originally proposed by the developed in 2025. This

level of density would provide additional revenue to support the office development of a sidewalk in the Cameron Road public right-of-way.

- A requirement for provision of a detailed handicapping plan with the initial Development / Building Permit application for the development.
- Requirements related to the architectural design of the elements including a differentiation of cladding materials on the front façades of the buildings and articulation of the front facades for the buildings containing three or four dwelling units.
- A requirement for a net zero stormwater management plan.
- Construction of a sidewalk along the Cameron Road right-of-way from 11 Cameron Road to the Gondola Point Road / Cameron Road intersection.

Polling

Polling letters were sent to nearby residents to inform them of the application and soliciting their comments or feedback. Any written correspondence received from the polling has been provided in the agenda packet.

Should Council agree to set a public hearing date for the rezoning, Staff will send out polling letters to notify the adjacent landowners of the date and time of the public hearing.

Recommendation:

It is recommended THAT the Planning Advisory Committee

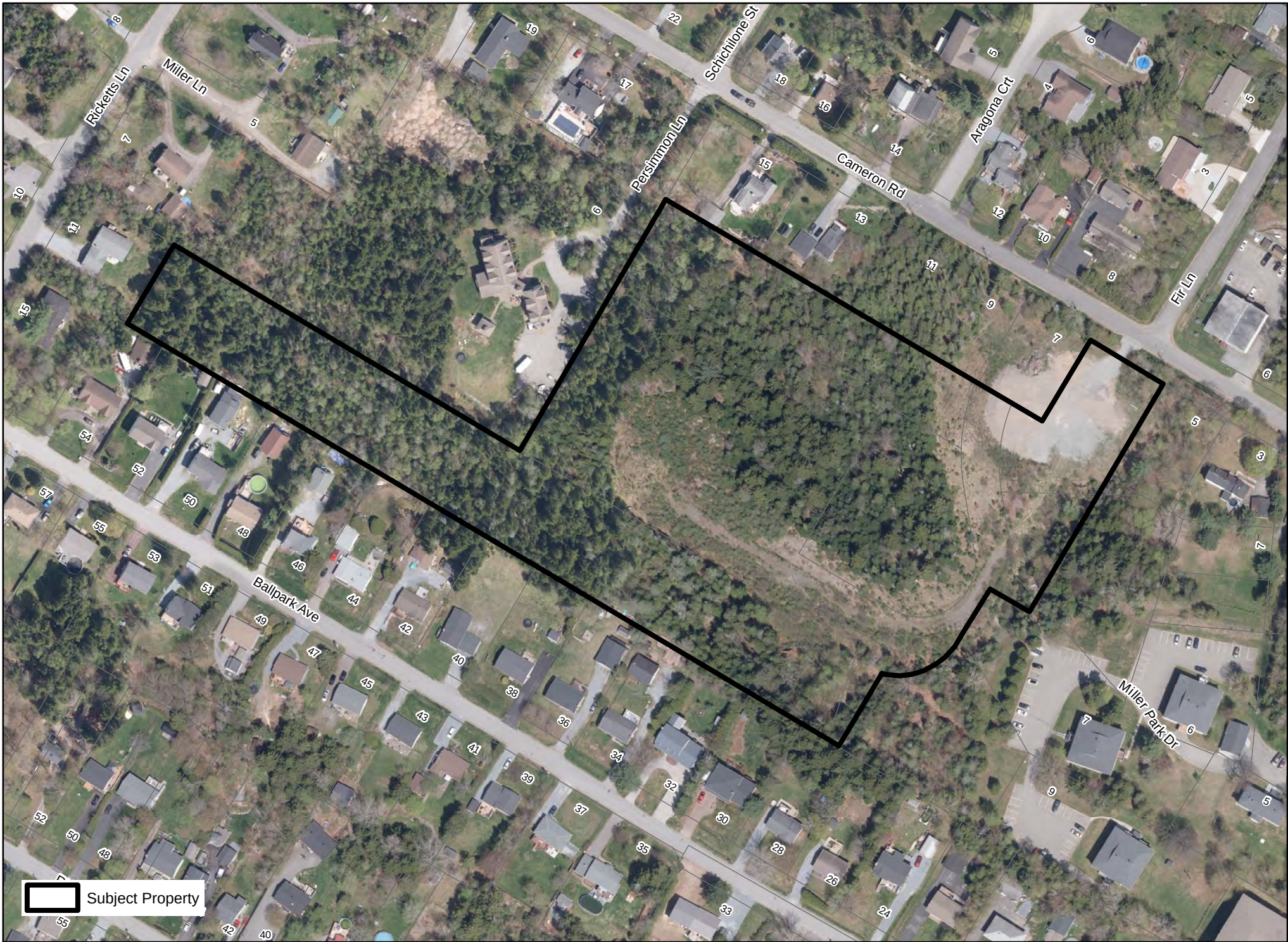
- A. Recommend that Rothesay Council schedule a public hearing to consider the rezoning of an approximate 4.02-hectare portion of the property to the south of 5,7,9, and 11 Cameron Road (PIDs 00064337, 00064386, 00246769, 00246868, 00064394, 00064402, 00064345 (portion), 00064352 (portion), 00064378 (portion)) from Single Family Residential – Standard [R1B] to and Multi-Unit Residential [R4] to Attached Residential [R3].

Attachments:

Map 1	Aerial Photo Location Map
Map 2	Future Land Use Map - Municipal Plan
Map 3	Zoning Map
Attachment 1	Proposed Site Plan (May 2026 and July 2026)
Attachment 2	Tentative Subdivision Plan
Attachment 3	Conceptual Building Plan
Attachment 4	Draft Development Agreement



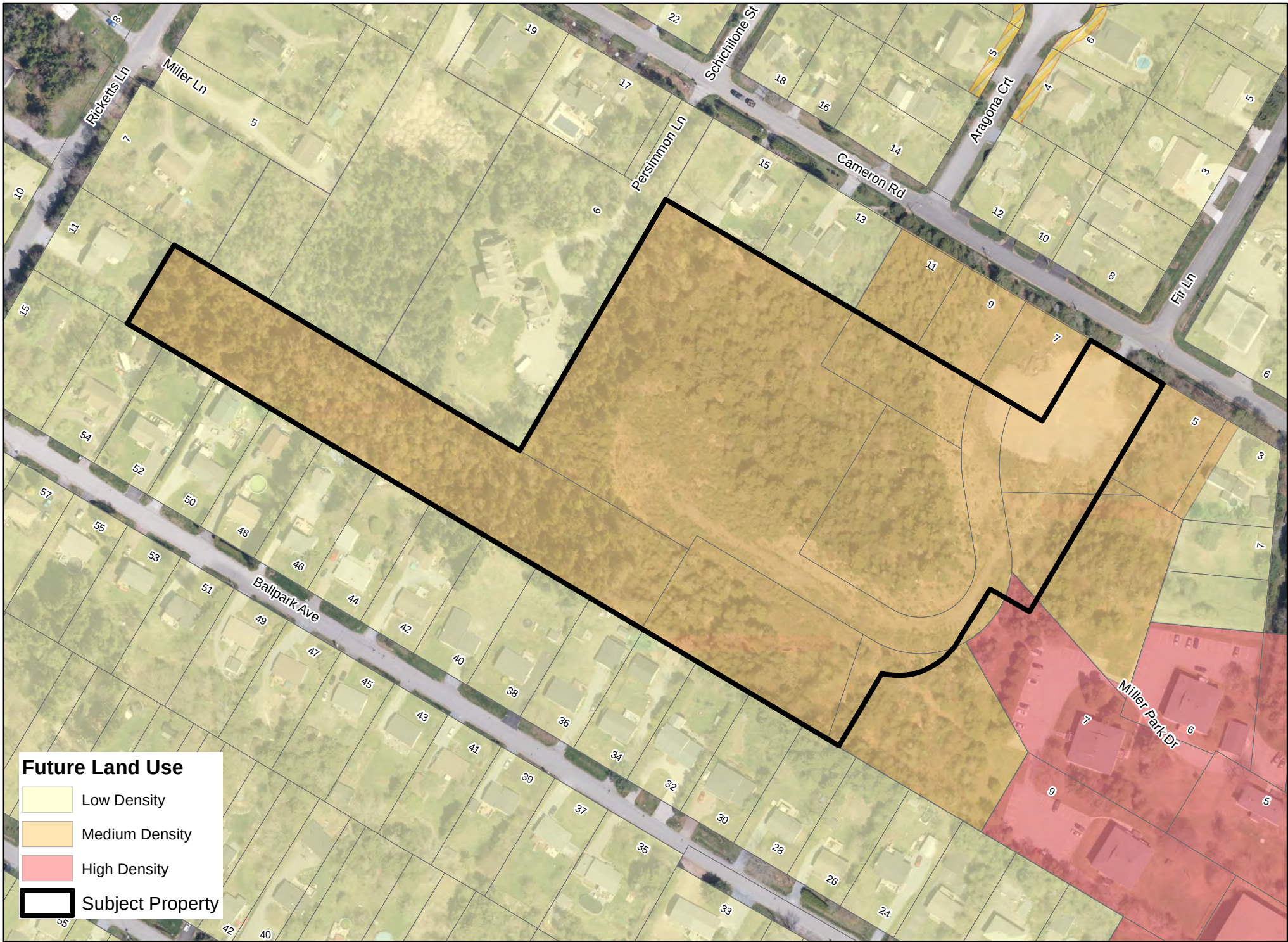
Report Prepared by: Mark Reade, P.Eng., RPP, MCIP
Date: Wednesday, August 26, 2026



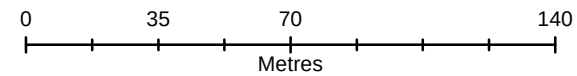
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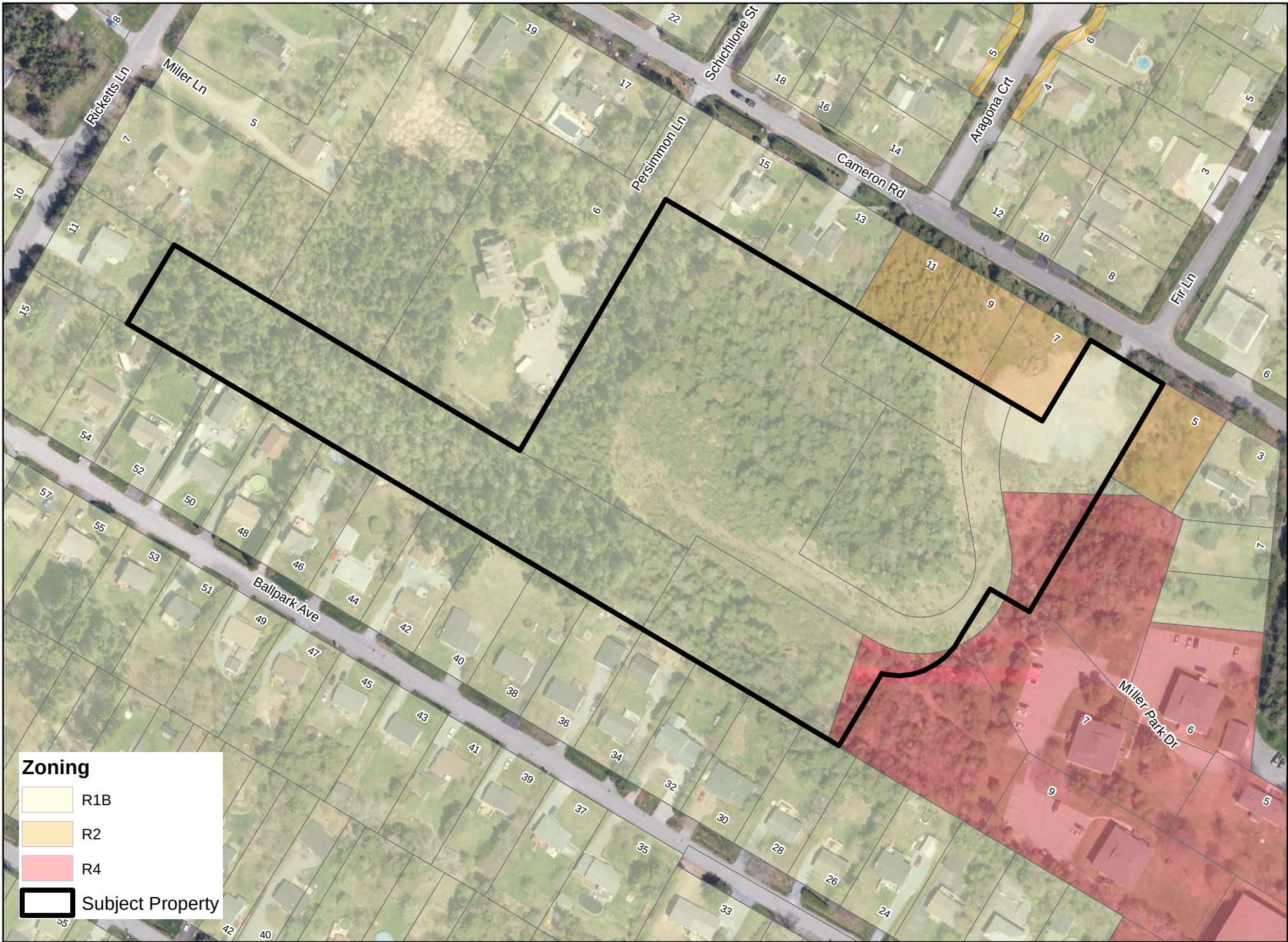


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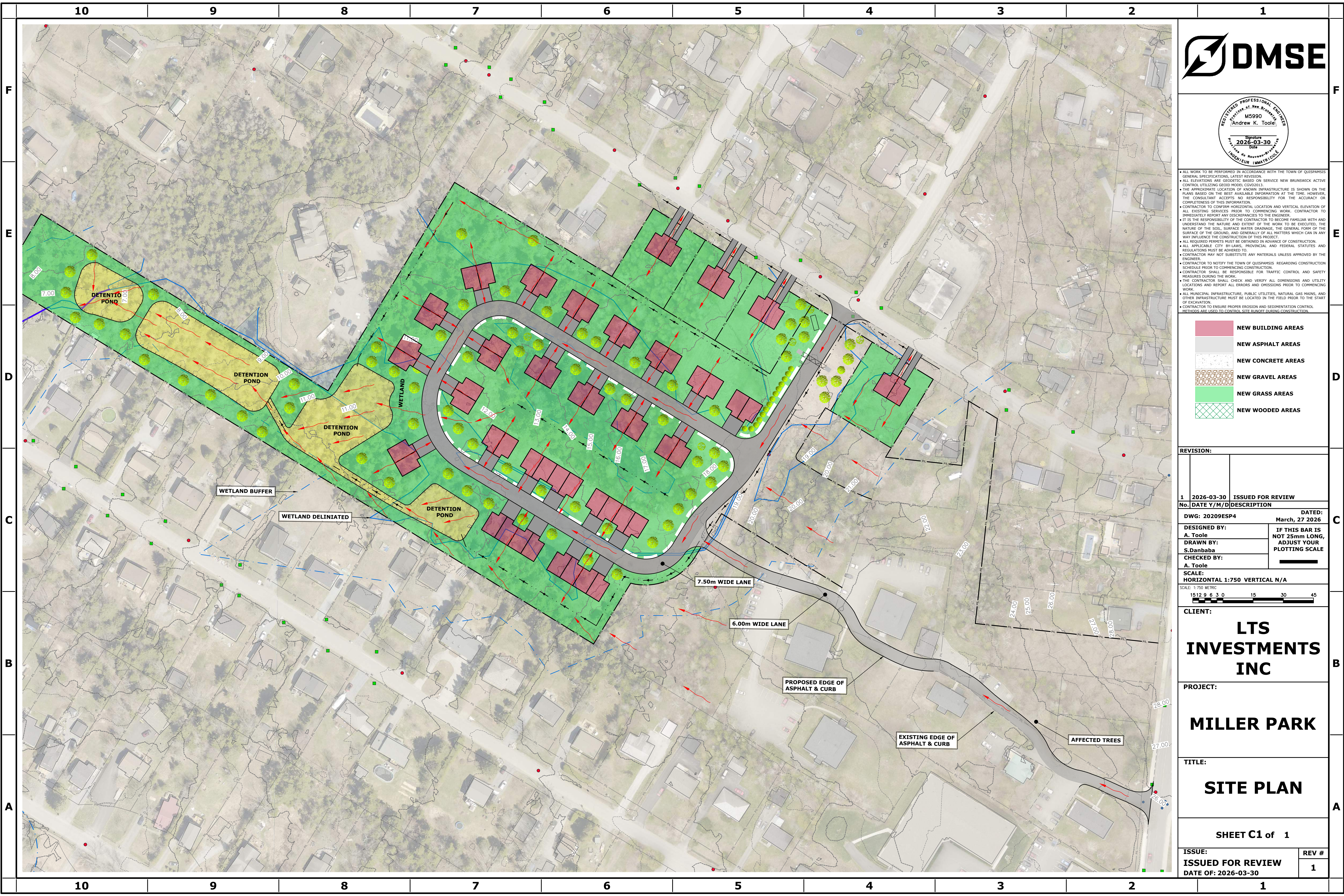


Future Land Use





Zoning Map



- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE TOWN OF QUISPAMIS GENERAL SPECIFICATIONS, LATEST REVISION.
- ALL ELEVATIONS ARE GEODETIC BASED ON SERVICE NEW BRUNSWICK ACTIVE CONTROL UTILIZING GEOID MODEL CGVD2013.
- THE APPROXIMATE LOCATION OF KNOWN INFRASTRUCTURE IS SHOWN ON THE PLANS BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME. HOWEVER, THE CONSULTANT ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS INFORMATION.
- CONTRACTOR TO CONFIRM HORIZONTAL LOCATION AND VERTICAL ELEVATION OF ALL EXISTING SERVICES PRIOR TO COMMENCING WORK. CONTRACTOR TO IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ENGINEER.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH AND UNDERSTAND THE NATURE AND EXTENT OF THE WORK TO BE EXECUTED, THE NATURE OF THE SOIL, SURFACE WATER DRAINAGE, THE GENERAL FORM OF THE SURFACE OF THE GROUND, AND GENERALLY OF ALL MATTERS WHICH CAN IN ANY WAY INFLUENCE THE CONSTRUCTION OF THIS PROJECT.
- ALL REQUIRED PERMITS MUST BE OBTAINED IN ADVANCE OF CONSTRUCTION.
- ALL APPLICABLE CITY BY-LAWS, PROVINCIAL AND FEDERAL STATUTES AND REGULATIONS MUST BE ADHERED TO.
- CONTRACTOR MAY NOT SUBSTITUTE ANY MATERIALS UNLESS APPROVED BY THE ENGINEER.
- CONTRACTOR TO NOTIFY THE TOWN OF QUISPAMIS REGARDING CONSTRUCTION SCHEDULE PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL AND SAFETY MEASURES DURING THE WORK.
- THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND UTILITY LOCATIONS AND REPORT ALL ERRORS AND OMISSIONS PRIOR TO COMMENCING WORK.
- ALL MUNICIPAL INFRASTRUCTURE, PUBLIC UTILITIES, NATURAL GAS MAINS, AND OTHER INFRASTRUCTURE MUST BE LOCATED IN THE FIELD PRIOR TO THE START OF EXCAVATION.
- CONTRACTOR TO ENSURE PROPER EROSION AND SEDIMENTATION CONTROL METHODS ARE USED TO CONTROL SITE RUNOFF DURING CONSTRUCTION.

- NEW BUILDING AREAS
- NEW ASPHALT AREAS
- NEW CONCRETE AREAS
- NEW GRAVEL AREAS
- NEW GRASS AREAS
- NEW WOODED AREAS

REVISION:

1	2026-03-30	ISSUED FOR REVIEW
No.	DATE Y/M/D	DESCRIPTION
DWG:	20209ESP4	DATED: March, 27 2026
DESIGNED BY:	A. Toole	IF THIS BAR IS NOT 25mm LONG, ADJUST YOUR PLOTTING SCALE
DRAWN BY:	S.Danbaba	
CHECKED BY:	A. Toole	

SCALE:
HORIZONTAL 1:750 VERTICAL N/A
SCALE: 1:750 METRIC
1512 9 6 3 0 15 30 45

CLIENT:

LTS INVESTMENTS INC

PROJECT:

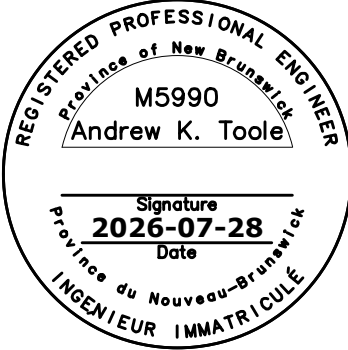
MILLER PARK

TITLE:

SITE PLAN

SHEET C1 of 1

ISSUE:	REV #
ISSUED FOR REVIEW	1
DATE OF: 2026-03-30	



- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE TOWN OF ROTHESAY GENERAL SPECIFICATIONS, LATEST REVISION.
- ALL ELEVATIONS ARE GEODETIC BASED ON SERVICE NEW BRUNSWICK ACTIVE CONTROL UTILIZING GEOID MODEL CGVD2013.
- THE APPROXIMATE LOCATION OF KNOWN INFRASTRUCTURE IS SHOWN ON THE PLANS BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME. HOWEVER, THE CONSULTANT ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS INFORMATION.
- CONTRACTOR TO CONFIRM HORIZONTAL LOCATION AND VERTICAL ELEVATION OF ALL EXISTING SERVICES PRIOR TO COMMENCING WORK. CONTRACTOR TO IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ENGINEER.
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- CONTRACTOR TO ENSURE PROPER EROSION AND SEDIMENTATION CONTROL METHODS ARE USED TO CONTROL SITE RUNOFF DURING CONSTRUCTION.

- NEW BUILDING AREAS
- NEW ASPHALT AREAS
- NEW CONCRETE AREAS
- NEW GRAVEL AREAS
- NEW GRASS AREAS
- UNDISTURBED AREAS

REVISION:

1	2026-07-28	ISSUED FOR REVIEW
No.	DATE Y/M/D	DESCRIPTION
DWG:	20209ESP6	DATED: March, 27 2026
DESIGNED BY:	A. Toole	IF THIS BAR IS NOT 25mm LONG, ADJUST YOUR PLOTTING SCALE
DRAWN BY:	S. Danbaba	
CHECKED BY:	A. Toole	

SCALE:
HORIZONTAL 1:750 VERTICAL N/A
SCALE: 1:750 METRIC
1512 9 6 3 0 15 30 45

CLIENT:

LTS
INVESTMENTS
INC

PROJECT:

MILLER PARK

TITLE:

SITE PLAN

SHEET C1 of 2

ISSUE:	REV #
ISSUED FOR REVIEW	1
DATE OF: 2026-07-28	

NB Grid Coordinate Values (HPN)

Point	Easting	Northing	Remarks
List points using CoordTable format			
Copy and paste into this piece of text			

Watercourse and Wetlands Alteration (WAWA) Regulation Note

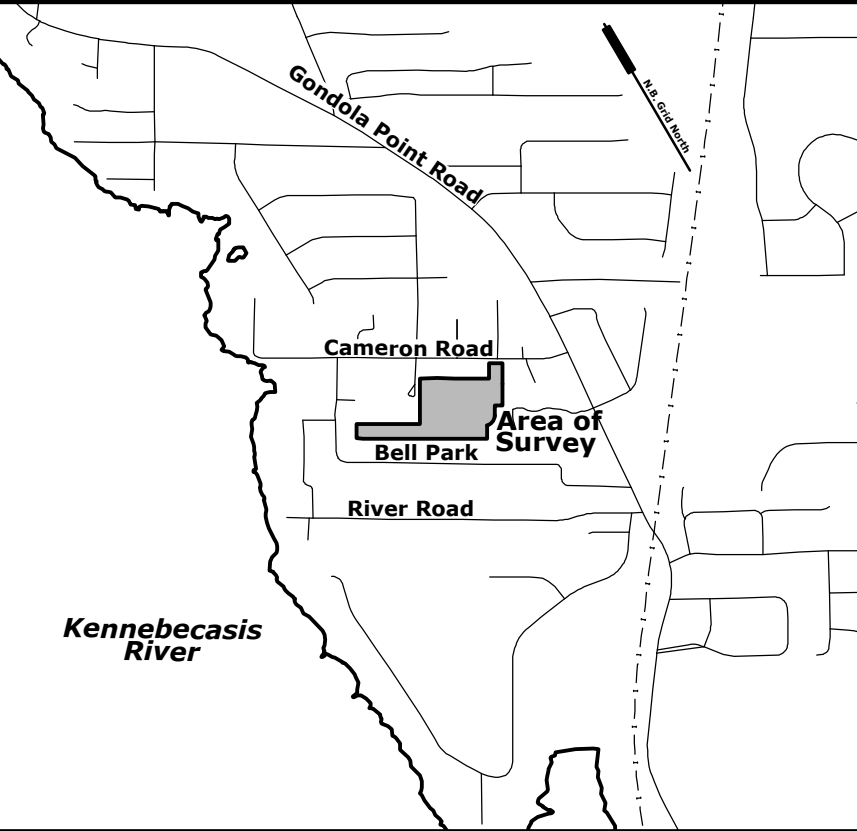
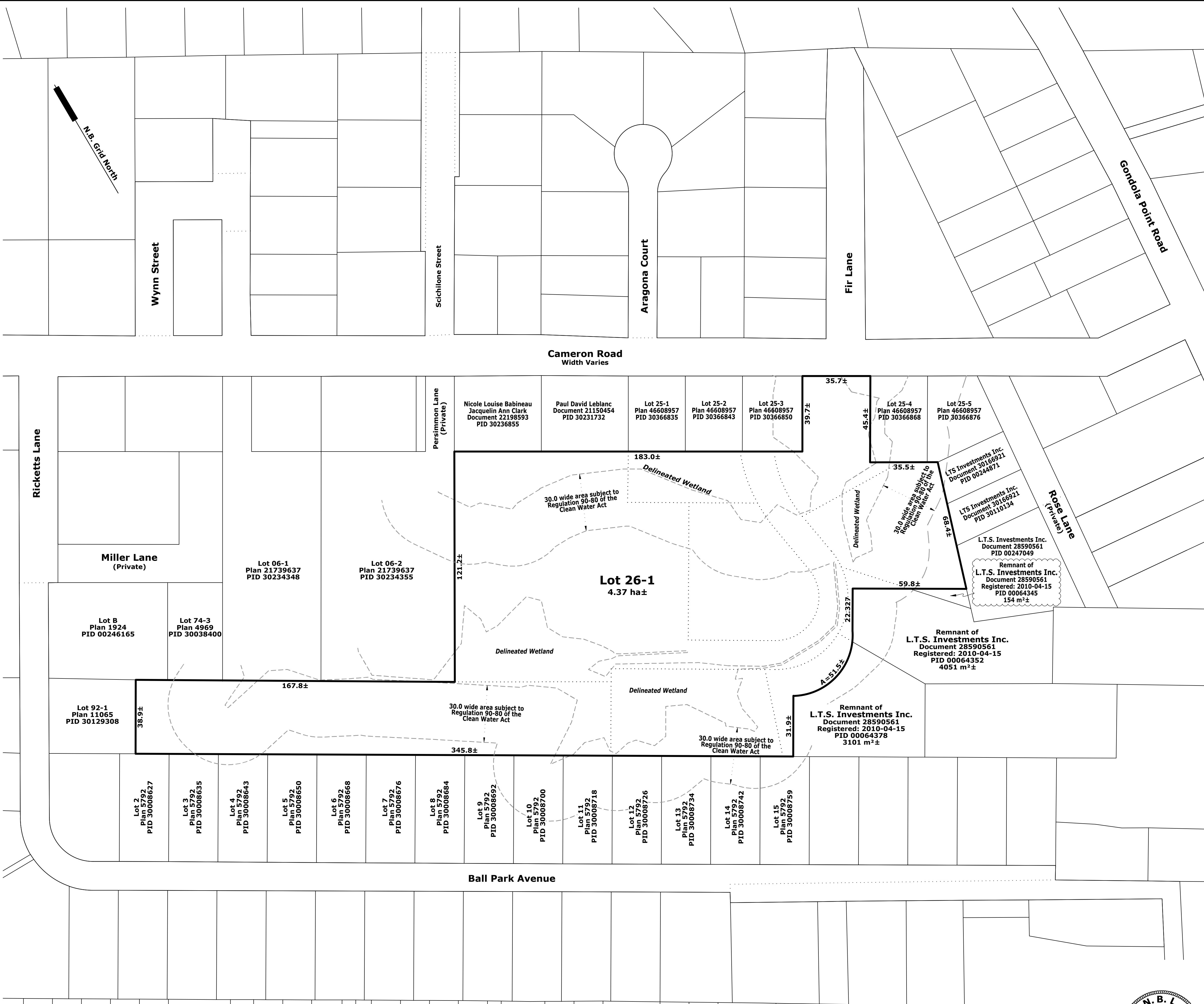
Watercourses, wetlands, and their respective 30-metre buffers are regulated features and any alterations within those areas require a permit issued by the Department of Environment and Local Government such as, but not limited to, soil disturbance, removal of vegetation, placement of a structure, etc. These features are regulated as per their presence on the ground and the representation on this plan may not be accurate. It is the responsibility of the landowner to ensure no alterations take place in those areas without a Watercourse and Wetland Alteration (WAWA) Permit.

Areas identified as Delineated Wetlands, Watercourses By Andrew Toole on June 25, 2025 Job No. 20209.

Title Data
PID's 00064402, 00246868, 00246769, 00064386, 00064394, 00064378, 00064352, 00064345 & 00064337
Owner: L.T.S. Investments Inc.
Document 28590561
Registered: 2010-04-15

Signature of Owners

Danny Dobson, President
for: L.T.S. Investments Inc.



Key Plan
Scale = 1:20,000

Legend

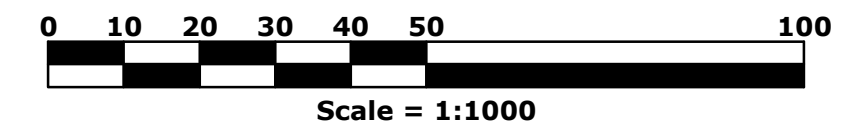
LANDS DEALT WITH BY THIS PLAN	CONTROL POINT
TABULATED COORDINATE POINT	FENCE
STANDARD SURVEY MARKER PLACED	WELL
STANDARD SURVEY MARKER FOUND	SIGN
CALCULATED COORDINATE POINT	TREE
ROUND IRON BAR FOUND	CULVERT
SQUARE IRON BAR FOUND	LIGHT STANDARD
IRON PIPE FOUND	UTILITY POLE / GUY
SCRIBED WOODEN SURVEY POST	UTILITY LINE
EASEMENT(S) SHOWN THUS	CENTRELINE

- Notes**
- All computations performed and coordinates shown are based on the New Brunswick stereographic double projection and the NAD83(CSRS) ellipsoid, epoch 2010.
 - All distances shown are in metres and are grid distances calculated using a combined scale factor utilizing geoid model CGG2013a.
 - All directions are New Brunswick grid azimuths established using GNSS.
 - Document and plan numbers referred to are those of the land titles or county registry office.
 - Certification is not made as to legal title, being the domain of a lawyer, nor to the zoning & setback bylaws or regulations, being the domain of a Development Officer.
 - Certification is not made as to covenants set out in the document(s) and the location of any underground services and/or fixtures permanent or otherwise.
 - Peripheral information and adjacent owner information was derived from Service New Brunswick records unless otherwise noted.

Purpose of Plan

- To create Lot 26-1.

Subdivision Plan
L.T.S. Investments Inc.
Subdivision
Lot 26-1
Cameron Road
Town of Rothesay
Kings County, NB



DMSE

TENTATIVE

Dated:
August 27, 2026

ANDREW K. TOOLE, NBLs #379

Dwg: 20209SDT2



BAYFIELD

Unit A 971 SQ. FT.
28'-0"W x 56'-0"

Living Room	15'-1" x 12'-0" / 13'-8"
Kitchen	10'-4" x 9'-0"
Dining	15'-1" x 8'-0"
Master Bedroom	12'-0" x 12'-6"
Bedroom #2	12'-4" x 9'-0"
Garage	12'-0" x 22'-0"

"All dimensions are approximate"

Unit B 1059 SQ. FT.
28'-0"W x 54'-0"D

Living Room	14'-7" x 13'-4"
Kitchen	11'-7" x 10'-0"
Dining	11'-7" x 8'-0"
Master Bedroom	12'-1" x 12'-9"
Bedroom #2	10'-0" x 9'-0" / 10'-8"
Garage	12'-20" x 22'-0"

"All dimensions are approximate"



Unit A
971 Sq.Ft.

Unit B
1059 Sq.Ft.

NOTE: Artist's renderings do not reflect actual home specifications.

Rothesay

DEVELOPMENT AGREEMENT - DRAFT

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

Parcel Identifier of Parcels Burdened Agreement: PIDs 00064337, 00064386, 00246769, 00246868, 00064394, 00064402, 00064345 (portion), by 00064352 (portion), 00064378 (portion)

Owner of Land Parcels: **L T S INVESTMENTS INC.**
312 Rothesay Ave
Saint John, NB
E2J 2B9 (Hereinafter called the "Developer")

Agreement with: **Rothesay**
70 Hampton Road
Rothesay, New Brunswick
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 land located along Cameron Road (PIDs 00064337, 00064386, 00246769, 00246868, 00064394, 00064402, 00064345 (portion), 00064352 (portion), 00064378 (portion)) and which said lands are more particularly described in Schedule A hereto (hereinafter called the "Lands");

AND WHEREAS the Developer is now desirous of entering into a development agreement to allow for the development of a series of two-unit and townhouse dwellings on the Lands as described in Schedules A through C. (herein after called the "Project")

AND WHEREAS Rothesay Council did, on **INSERT DATE** authorize the Mayor and Clerk to enter into a Development Agreement with L T S INVESTMENTS INC. to develop a series of two-unit and townhouse dwellings 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 total number of residential units situated on the Lands shall not exceed a maximum of sixty-four (64) residential units.

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 Building Plans
 - c. Schedule C Proposed Site Plan And Subdivision Plans

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, and C.

5. The Developer agrees to provide a detailed landscaping plan for the site with the initial Development / Building Permit application for the approval of the Development Officer.

Architectural Guidelines

6. 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 Schedules B and C.
 - b. That the front facades of the proposed buildings incorporate masonry as detailed on the drawings in Schedule B
 - c. That should townhouse dwellings of three units or greater be constructed as part of the development, the townhouse units be designed and constructed so that the front walls of adjacent units are varied by at least 0.6 metres from each other along the front of the building.
 - d. All exterior mounted ventilation and related mechanical equipment, including mini-split heat pumps, shall be located on the sides of the proposed buildings to reduce clutter and negative impacts on the architectural character of the building.

Off-Site Disturbance

7. The Developer agrees that any disturbance to existing off site infrastructure resulting from the development, including but not limited to, streets, sidewalks, curbs and gutters, street trees, landscaped areas and utilities, shall be the full responsibility of the Developer, and shall be reinstated, removed, replaced or relocated by the Developer as directed by the Development Officer, in consultation with the Director of Operations.

Development Permit

8. The Developer agrees to not commence clearing of trees, removal of topsoil or excavation activities in association with the construction of the development until the Town has approved a development permit for site grading, erosion and sedimentation control as issued by the Development Officer.
9. The Developer agrees that the Development Officer shall not issue a development permit to the Developer for work directly connected with the any work on the Lands until the Developer submits the following plans acceptable to the Town:
 - a. Storm water Management Plan as per PART 11 of this agreement; and
 - b. Landscaping Plan as per PART 5 of this agreement.

Municipal Sidewalks

10. The Developer shall carry out and pay for the entire actual cost of a public sidewalk constructed to Town standards within the Town right-of-way along the frontage of Cameron Road from the property located at 11 Cameron Road (PID 30366835) to the intersection of Cameron Road and Gondola Point Road. The design of this sidewalk is subject to the approval of the

Director of Operations.

The Developer is responsible for the engagement and costs of a Consulting Engineer for the design, full-time construction inspection, and administration of the sidewalk installation including:

- a) supply and maintenance of for a period of one (1) year the topsoil, sod, landscaping and the planting of street trees located every 10 meters, or an equivalent number planted in locations approved by the Town, along the length of the public road right-of-way where such trees are as follows:
 - i. Not smaller than six centimetres (6 cm) in diameter measured at a point being 2 meters above the root ball such trees species as approved by the Development Officer.

Storm Water Management

11. The Developer agrees to have a storm water management plan designed by a professional engineer so that the peak surface runoff rates discharged from the development shall not exceed pre-development peak discharge rates as described in Schedule "D" Storm Water Standards of Zoning By-law 2-10. Including a net-zero stormwater management approach for the 1 in 5 year and 1 in 100-year return periods. This stormwater plan is subject to the approval of the Director of Operations.
12. The stormwater management plan for the development shall be in general conformity with the development concept provided with the rezoning application incorporating stormwater management ponds in the western portion of the site.
13. The Developer shall be responsible for the costs related to the design and installation of the storm water management plan and infrastructure including full-time inspection of the construction of the stormwater infrastructure by a qualified engineering consultant.
14. The design of the required stormwater management infrastructure is subject to the approval of Rothesay's Director of Operations.
15. The developer must provide written certification from a qualified professional engineer licensed to practice in the Province New Brunswick, that the Developer has satisfactorily completed and constructed the stormwater management plan and works in accordance with this agreement and Schedule "D" Stormwater Standards of Zoning By-law 2-10 and as may be required by the Director of Operations prior to any construction of any buildings on the Lands pursuant to the specific proposal under this Agreement.

Water Supply

16. The Developer agrees to connect to Rothesay's existing water system at a point to be determined by Rothesay's Director of Operations and utilizing methods of connection approved by Rothesay.
17. In addition to and notwithstanding the payments committed elsewhere in this agreement the Developer agrees to pay the Town the following amounts:
 - a. an amount, calculated by the Director of Operations in the manner set out in By-Law 1-18 Water By-Law as amended from time to time, for Permit Connection and Water System Access Fees, which shall be paid to the Town on issuance of the building permit; and

18. The Town agrees to supply potable water for the proposed residential development incorporating a maximum of 64 dwelling units and the associated residential use incidental thereto and for no other purposes whatsoever.
19. The Developer agrees that the water supply shall not be used to service any water-to-air heat pump or exchanger and that there shall be no inter-connection with domestic wells.
20. The Town 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. 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. Further the Developer agrees to the following:
 - a. The Developer agrees to install a water meter and backflow prevention device approved by Rothesay's Director of Operations at a location approved by the Director of Operations.
 - b. The Developer agrees that the Town Council may terminate the Developer's connection to the Town water system in the event that the Town finds that the Developer is drawing water for an unauthorized purpose or for any other use that the Town deems in its absolute discretion.
21. The Developer agrees that all connections to the Town water mains shall be approved by the Director of Operations or such other person as is designated by the Town and shall occur at the sole expense of the Developer. The Developer's engineering consultant shall provide full-time construction inspection of the water main connection.
22. The Developer agrees that Town staff shall visually inspect the connection to the Town water mains before the connection is buried. In the event such connections are buried prior to inspection the Developer shall on the demand of Town Staff re-excavate such connections for inspection at no cost to the Town.
23. The Developer shall engage a Professional Engineer for the design and construction inspection of the water distribution system for the proposed development. The design of the water distribution system is subject to the approval of the Director of Operations. Costs related to the design and construction of the water distribution system for the development shall be the responsibility of the Developer.
24. Fire hydrant(s) shall be provided so that the maximum distance to a fire hydrant from the closest point on each dwelling shall not exceed 183 m (600 ft).
25. The written certification of a Professional Engineer licenced to practice in the Province of New Brunswick that the connection of service laterals and the connection to the existing town water supply has been satisfactorily completed and constructed in accordance with the Specifications for Developers is required prior to the occupation of any buildings or portions thereof.

Sanitary Sewer

26. In addition to and notwithstanding the payments committed elsewhere in this agreement, the Developer agrees to pay the Town an amount, calculated by the Director of Operations in the manner set out in By-Law 1-15 Sewage By-Law as amended from time to time, for Permit and Sewer

Connection Fees which shall be paid to the Town on issuance of the building permit.

27. The Developer agrees that all connections to the Town's sanitary sewer system shall be approved by the Director of Operations or such other person as is designated by the Town and shall occur at the sole expense of the Developer.
28. The Developer shall be responsible for the costs related to the design and installation of the sanitary sewer system serving the development including full-time inspection of the work by a qualified engineering consultant.
29. The design of the required sanitary sewer system for the development is subject to the approval of Rothesay's Director of Operations.
30. The Developer agrees that all connections to the Town sanitary sewer system shall be supervised by the Developer's Professional Engineer and inspected by Town staff prior to backfilling and shall occur at the sole expense of the Developer.

Lighting and General Maintenance

31. The Developer agrees to direct all exterior lighting to driveways, parking areas, building entrances and walkways and that all exterior lighting shall be arranged or directed so as to divert the light away from adjacent residential lots and buildings.
32. The Developer agrees to install decorative pole lights, the style to be approved by the Town for illumination of the driveway and roadway frontage of the lot. The pole lights shall become the responsibility of the property owner and shall be maintained in a manner to ensure continuous operation.
33. The Developer shall maintain, at its own expense, the Lands, buildings or structures shown on the site plan in a condition appropriate to the area in which it is located, such determination to be made in accordance with standards prescribed by the Town.
34. The Developer agrees that all refuse containers located outside the building shall be fully screened from adjacent properties and from streets by means of opaque fencing/masonry walls with suitable landscaping in accordance with the Zoning by-law and shall further ensure that all refuse is removed regularly.
35. The Developer shall maintain and keep in good repair all portions of the development on the Lands, including but not limited to, the interior and exterior of buildings, fencing, walkways, recreational amenities, parking areas and driveways, and the maintenance of all landscaping including the replacement of damaged or dead plant stock, trimming and litter control, garbage removal and snow removal/sanding of walkways and driveways.
36. The Developer expressly agrees and understands that notwithstanding any provision of the Town'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 Property Owner for work directly connected with the development of the Lands, nor shall the Property Owner be entitled to such a permit unless and until the Development Officer has approved the Site Plan submitted as part of the Development Permit process illustrating the precise size, location and configuration of the proposed building.

General Servicing

37. The Developer agrees to engage an engineering consultant to provide for the design of infrastructure to serve the development and full-time

inspection and provide 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.

38. The Developer agrees to provide as-built drawings that delineate all 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.
39. 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.
40. 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.
41. The Developer agrees to provide and grant to the Town, its successors and assigns, unencumbered easements, if required, in the form customarily used by the Town, which the Town might deem necessary to adequately provide for the operation and maintenance of any infrastructure serving the development.
42. The Developer shall obtain the required permits from the Department of Environment and Local Government including but not limited to a Watercourse and Wetland Alteration permit. Copies of these approvals, or confirmation from the Province that they are not required, shall be submitted to the Development Officer prior to the issuance for the first building or development permit for the proposed development.
43. The Developer and their heirs and successors shall maintain ownership of and maintain all stormwater, sanitary sewer, and water distribution infrastructure constructed to serve the development and any infrastructure constructed on the site shall be considered private.
44. The Developer shall file a subdivision plan to consolidate the individual lots and parcels of land that comprise the subject site into a lot as detailed on the Tentative Plan of Subdivision included in Schedule C.

Access

45. The Developer shall engage a Professional Engineer to design and provide construction inspection of the proposed accesses. The costs associated with the design and construction are the responsibility of the Developer.
46. The design of the accesses for the Development is subject to the approval of Rothesay's Development Officer and Director of Operations.
47. The roadway(s) provided for the site access shall be maintained so as to be ready for use at all times by fire department vehicles and shall:
 - a. have a clear width not less than 6 m (20 ft) remaining after snow removal;
 - b. have an overhead clearance no less than 5 m (16 ft);
 - c. be designed to support the loads imposed by firefighting equipment and be surfaced with Portland cement concrete, asphaltic concrete or other materials approved by the Director of Operations designed to permit accessibility under all climatic conditions;
 - d. have signs posted to prohibit parking or placing items along the roadway obstructing access by fire department vehicles.

48. Should a gate be installed at the Cameron Road access to the development such gated access:
- shall provide a suitable entry mechanism subject to the approval of Rothesay, the Kennebecasis Valley Fire Department and Kennebecasis Valley Police Force;
 - be approved by Rothesay, the Kennebecasis Valley Fire Department and Kennebecasis Valley Police Force prior to installation;
 - be maintained in proper working condition at all times and during all weather conditions;
 - maintain a minimum 6 m (20 ft) width of roadway in open position.
49. That the private access(es) serving the development be names and buildings/ units assigned individual civic numbers or addressing as required by Rothesay.

Retaining Walls

50. 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.
51. 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

52. 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 Two Million Dollars (\$2,000,000.⁰⁰) 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 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 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 set out as described in this Agreement.

Notice

53. 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 **LTS INVESTMENTS INC.**, 312 Rothesay Ave., Saint John, NB, E2J 2B9 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

54. 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

55. 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 **INSERT DATE** being a date 5 years (60 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 to the provisions of the Rothesay Zoning By-law.
56. Notwithstanding the preceding paragraph (55) 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 **INSERT DATE** the construction of the municipal service infrastructure has begun and that such construction is deemed by the Development Officer in consultation with the Director of Operations as being continued through to completion as continuously and expeditiously as deemed reasonable.
57. 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

58. 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.
59. Notwithstanding Schedule B and C 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 (120%) 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 dispensed to and in favour of Rothesay;
 - b. Rothesay may use the security to complete the work as set out in Schedule B and C 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 B and C of this Agreement shall be reimbursed to Rothesay; 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

60. 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* or Common Law in order to ensure compliance with this Agreement.

Entire Agreement

61. 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

62. 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

63. 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 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 _____, 2026.

L T S INVESTMENTS INC.

Witness:

Danny Dobson, Director

Rothesay

Witness:

Mayor name, Mayor

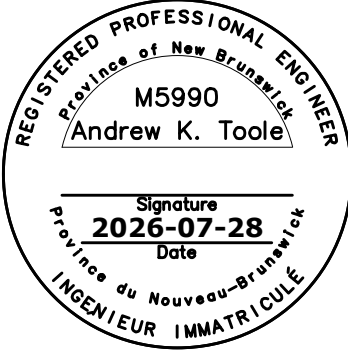
Witness:

Clerk name, Clerk

SCHEDULE A – LEGAL DESCRIPTION OF PARCELS

PID: 00064337, 00064386, 00246769, 00246868, 00064394, 00064402,
00064345 (portion), 00064352 (portion), 00064378 (portion)

DRAFT



- ALL WORK TO BE PERFORMED IN ACCORDANCE WITH THE TOWN OF ROTHESAY GENERAL SPECIFICATIONS, LATEST REVISION.
- ALL ELEVATIONS ARE GEODETIC BASED ON SERVICE NEW BRUNSWICK ACTIVE CONTROL UTILIZING GEOID MODEL CGVD2013.
- THE APPROXIMATE LOCATION OF KNOWN INFRASTRUCTURE IS SHOWN ON THE PLANS BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME. HOWEVER, THE CONSULTANT ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS INFORMATION.
- CONTRACTOR TO CONFIRM HORIZONTAL LOCATION AND VERTICAL ELEVATION OF ALL EXISTING SERVICES PRIOR TO COMMENCING WORK. CONTRACTOR TO IMMEDIATELY REPORT ANY DISCREPANCIES TO THE ENGINEER.
- IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH AND UNDERSTAND THE NATURE AND EXTENT OF THE WORK TO BE EXECUTED, THE NATURE OF THE SOIL, SURFACE WATER DRAINAGE, THE GENERAL FORM OF THE SURFACE OF THE GROUND, AND GENERALLY OF ALL MATTERS WHICH CAN IN ANY WAY INFLUENCE THE CONSTRUCTION OF THIS PROJECT.
- ALL REQUIRED PERMITS MUST BE OBTAINED IN ADVANCE OF CONSTRUCTION.
- ALL APPLICABLE CITY BY-LAWS, PROVINCIAL AND FEDERAL STATUTES AND REGULATIONS MUST BE ADHERED TO.
- CONTRACTOR MAY NOT SUBSTITUTE ANY MATERIALS UNLESS APPROVED BY THE ENGINEER.
- CONTRACTOR TO NOTIFY THE TOWN OF ROTHESAY REGARDING CONSTRUCTION SCHEDULE PRIOR TO COMMENCING CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR TRAFFIC CONTROL AND SAFETY MEASURES DURING THE WORK.
- THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND UTILITY LOCATIONS AND REPORT ALL ERRORS AND OMISSIONS PRIOR TO COMMENCING WORK.
- ALL MUNICIPAL INFRASTRUCTURE, PUBLIC UTILITIES, NATURAL GAS MAINS, AND OTHER INFRASTRUCTURE MUST BE LOCATED IN THE FIELD PRIOR TO THE START OF EXCAVATION.
- CONTRACTOR TO ENSURE PROPER EROSION AND SEDIMENTATION CONTROL METHODS ARE USED TO CONTROL SITE RUNOFF DURING CONSTRUCTION.

	NEW BUILDING AREAS
	NEW ASPHALT AREAS
	NEW CONCRETE AREAS
	NEW GRAVEL AREAS
	NEW GRASS AREAS
	UNDISTURBED AREAS

REVISION:

1	2026-07-28	ISSUED FOR REVIEW
No.	DATE Y/M/D	DESCRIPTION
DWG:	20209ESP6	DATED: March, 27 2026
DESIGNED BY:	A. Toole	IF THIS BAR IS NOT 25mm LONG, ADJUST YOUR PLOTTING SCALE
DRAWN BY:	S. Danbaba	
CHECKED BY:	A. Toole	

SCALE:
HORIZONTAL 1:750 VERTICAL N/A
SCALE: 1:750 METRIC
1512 9 6 3 0 15 30 45

CLIENT:
LTS INVESTMENTS INC

PROJECT:
MILLER PARK

TITLE:
SITE PLAN

SHEET C1 of 2

ISSUE:	REV #
ISSUED FOR REVIEW	1
DATE OF: 2026-07-28	

NB Grid Coordinate Values (HPN)

Point	Easting	Northing	Remarks
List points using CoordTable format			
Copy and paste into this piece of text			

Watercourse and Wetlands Alteration (WAWA) Regulation Note

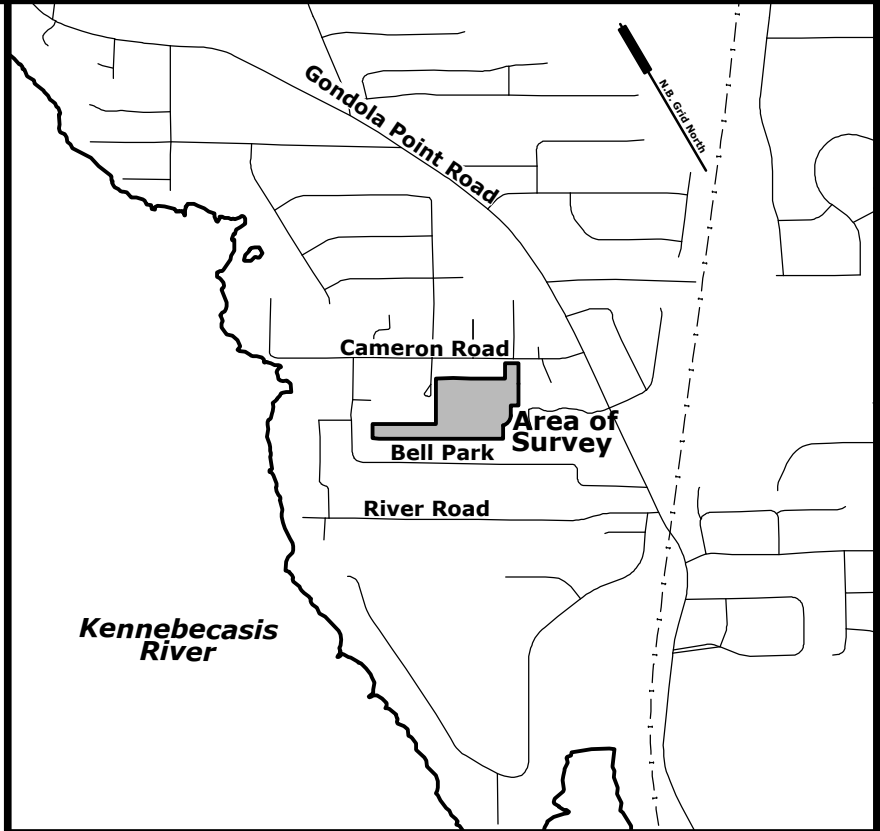
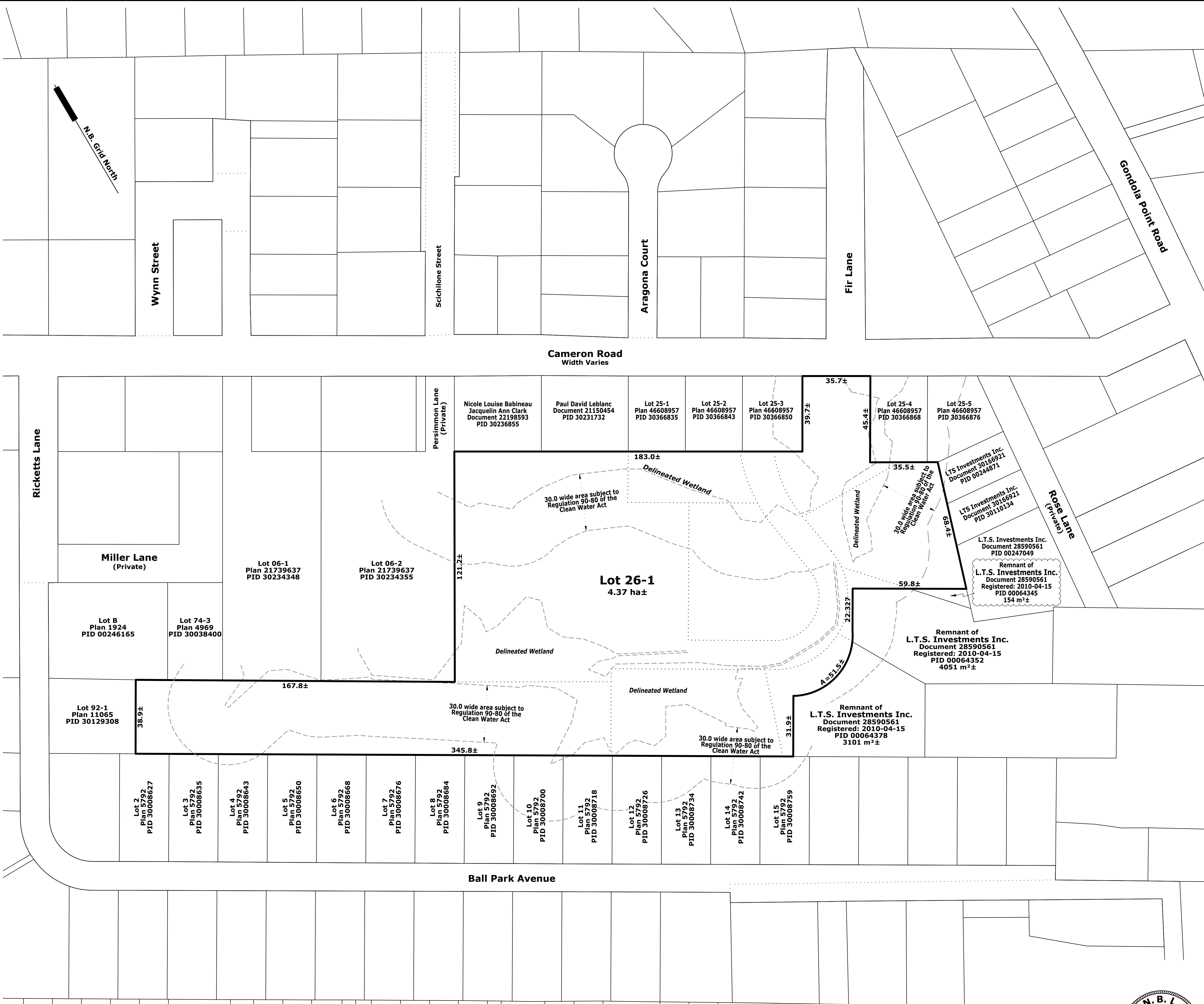
Watercourses, wetlands, and their respective 30-metre buffers are regulated features and any alterations within those areas require a permit issued by the Department of Environment and Local Government such as, but not limited to, soil disturbance, removal of vegetation, placement of a structure, etc. These features are regulated as per their presence on the ground and the representation on this plan may not be accurate. It is the responsibility of the landowner to ensure no alterations take place in those areas without a Watercourse and Wetland Alteration (WAWA) Permit.

Areas identified as Delineated Wetlands, Watercourses By Andrew Toole on June 25, 2025 Job No. 20209.

Title Data
PID's 00064402, 00246868, 00246769, 00064386, 00064394, 00064378, 00064352, 00064345 & 00064337
Owner: L.T.S. Investments Inc.
Document 28590561
Registered: 2010-04-15

Signature of Owners

Danny Dobson, President
for: L.T.S. Investments Inc.



Key Plan
Scale = 1:20,000

Legend

LANDS DEALT WITH BY THIS PLAN
TABULATED COORDINATE POINT
STANDARD SURVEY MARKER PLACED
STANDARD SURVEY MARKER FOUND
CALCULATED COORDINATE POINT
ROUND IRON BAR FOUND
SQUARE IRON BAR FOUND
IRON PIPE FOUND
SCRIBED WOODEN SURVEY POST
EASEMENT(S) SHOWN THUS

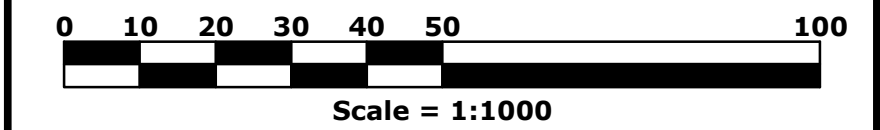
CONTROL POINT
FENCE
WELL
SIGN
TREE
CULVERT
LIGHT STANDARD
UTILITY POLE / GUY
UTILITY LINE
CENTRELINE

- Notes**
- All computations performed and coordinates shown are based on the New Brunswick stereographic double projection and the NAD83(CSRS) ellipsoid, epoch 2010.
 - All distances shown are in metres and are grid distances calculated using a combined scale factor utilizing geoid model CGG2013a.
 - All directions are New Brunswick grid azimuths established using GNSS.
 - Document and plan numbers referred to are those of the land titles or county registry office.
 - Certification is not made as to legal title, being the domain of a lawyer, nor to the zoning & setback bylaws or regulations, being the domain of a Development Officer.
 - Certification is not made as to covenants set out in the document(s) and the location of any underground services and/or fixtures permanent or otherwise.
 - Peripheral information and adjacent owner information was derived from Service New Brunswick records unless otherwise noted.

Purpose of Plan

- To create Lot 26-1.

Subdivision Plan
L.T.S. Investments Inc.
Subdivision
Lot 26-1
Cameron Road
Town of Rothesay
Kings County, NB



TENTATIVE
Dated:
August 27, 2026
ANDREW K. TOOLE, NBLS #379

Dwg: 20209SDT2

SCHEDULE B – PROPOSED BUILDING PLANS



BAYFIELD

Unit A 971 SQ. FT. 28'-0"W x 56'-0"		Unit B 1059 SQ. FT. 28'-0"W x 54'-0"D	
Living Room	15'-1" x 12'-0" / 13'-8"	Living Room	14'-7" x 13'-4"
Kitchen	10'-4" x 9'-0"	Kitchen	11'-7" x 10'-0"
Dining	15'-1" x 8'-0"	Dining	14'-7" x 8'-0"
Master Bedroom	12'-0" x 12'-6"	Master Bedroom	12'-1" x 12'-9"
Bedroom #2	12'-4" x 9'-0"	Bedroom #2	10'-0" x 9'-0" / 10'-8"
Garage	12'-0" x 22'-0"	Garage	12'-20" x 22'-0"

All dimensions are approximate



Unit A
971 Sq.Ft



Unit B
1059 Sq.Ft

NOTE: Artist's renderings do not reflect actual home specifications.

SCHEDULE C – PROPOSED SITE PLAN AND SUBDIVISION PLANS

DRAFT

Form 45
AFFIDAVIT OF CORPORATE EXECUTION
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: Danny Dobson
LTS INVESTMENTS INC.
312 Rothesay Ave
Saint John, NB
E2J 2B9

Office Held by Deponent: **Director**

Corporation: LTS INVESTMENTS INC.

Place of Execution: Rothesay, Province of New Brunswick.

Date of Execution: _____, 2026

I, **DANNY DOBSON**, 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 “**Danny Dobson**” 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

Danny Dobson

Form 45
AFFIDAVIT OF CORPORATE EXECUTION
Land Titles Act, S.N.B. 1981, c.L-1.1, s.55

Deponent: **CLERK**
Rothesay
70 Hampton Road
Rothesay, N.B.
E2E 5L5

Office Held by Deponent: Clerk

Corporation: **Rothesay**

Other Officer Who Executed the Instrument: **MAYOR**
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, **CLERK NAMR**, 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 **MAYOR NAME**, the other officer specified above, as the officer(s) duly authorized to execute the instrument on behalf of the corporation;
- 7. The signature "**MAYOR NAME**" subscribed to the within instrument is the signature of **Mayor Name**, who is the Mayor of the town of Rothesay, and the signature "**Clerk Name**" 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 _____, 2026)
BEFORE ME:)
_____)
Commissioner of Oaths)

CLERK NAME