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**DEVELOPMENT AGREEMENT**

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

Parcel Identifier: **01325521**

Owner: **Compass Housing Inc.**  
5 Canterbury Close,  
Saint Andrews, New Brunswick  
E5B 0B1

Municipality: **TOWN OF SAINT ANDREWS**  
212 Water Street  
Saint Andrews, New Brunswick  
E5B 1B4

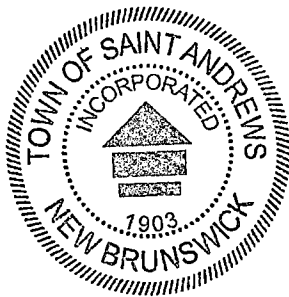
The recitals attached hereto as Schedule "D" form part of this agreement.

The Owner and Municipality covenant and agree as set out in Schedule "C", affecting the specified parcel.

Dated: January, 15, 2023

**Compass Housing Inc.**

By: Tressa Bevington  
Name: Tressa Bevington  
Title: President



**TOWN OF SAINT ANDREWS**

By: Brad Henderson  
Name: Brad Henderson  
Title: Mayor

By: Paul Nopper  
Name: Paul Nopper  
Title: Clerk – Senior Administrator

**SCHEDULE "D"**

**WHEREAS** Compass Housing Inc. (hereinafter called the "Owner") is the owner of the land at 302 Mowat Drive in the Town of Saint Andrews (the "Town"), Charlotte County, and Province of New Brunswick, which lands are more particularly described as having PID 01325521 (the "Development Lands").

**AND WHEREAS** the Owner desires to have said lands zoned from Tourist Commercial Zone (TC) to Multiple Residential 2 Zone (MR2) to permit uses in accordance with the proposal submitted by it to the Council of the Town.

**AND WHEREAS** the Owner desires to have said lands changed from Commercial Designation to Residential Designation on the Generalized Future Land Use Map in the Municipal Plan MP20-01 to permit use in accordance with the proposal submitted by it to the Council of the Town.

**AND WHEREAS** the Town has taken steps to re-zone the said lands pursuant to Section 59 of the *Community Planning Act* to permit the use of the said lands in accordance with the proposal upon the terms and conditions hereinafter set forth.

**SCHEDULE "C"**

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that the said Development Lands and any building or structure thereon shall be developed and used in accordance with the terms of this Agreement and the Town's By-Laws.

**1.0 DEVELOPMENT**

1.1 In consideration of the mutual covenants and agreements herein contained, the Owner hereby covenants and agrees with the Town as follows:

1.1.1 The Development Lands shall be developed in accordance with the Conceptual, Site, Building, and Development Plans filed with and approved by the Town (the "Development"). Without limiting the foregoing, the Development Lands shall be developed in accordance with any Plans attached to this Agreement.

1.1.2 A forty-two (42) unit apartment complex shall be permitted on the Development Lands.

1.2 The Development Lands shall be developed based on the following timelines:

1.2.1 Initial building construction timetable for completion:

1.2.1.1 Commencing by or before the date of September 1, 2023:

1.2.1.1.1 The Owner shall certify with the Town the start of the Development. The Town shall hold the Economic Development Agreement Funding until substantial completion of the project to be used as the Bank Security for the project. This must be completed before any commencement of construction on the infrastructure or building.

1.2.1.1.2 Apply to the Southwest New Brunswick Service Commission for building permits to comply with the By-Laws of the Town of Saint Andrews. Permits must be issued prior to the commencement of construction.

1.2.1.1.3 Construct the in-ground infrastructure including water, sewer, and stormwater management within a 4-to-6-week construction period.

1.2.1.1.4 Commence construction of the building, including in-ground infrastructure, foundation, and exterior buildout, with a construction duration of 12 months from the issuance of a building permit on or before September 1, 2023.

1.2.1.1.5 Interior buildout and final exterior construction including parking lots, landscaping, and additional finishes on the exterior of the building.

1.2.1.2 Substantial completion of building construction completed by December 31, 2024.

- 1.2.2 Where there is a fundamental change in the building design or building location, revised Building Plans, and Site Plans shall be submitted for the approval of the Town.

## **2.0 LAND USE**

2.1 All uses of the Development Lands pursuant to this Agreement shall conform with the provisions of the Town of Saint Andrews Municipal Plan and Zoning By-Law in effect at the time of execution of this Agreement, except as otherwise provided herein.

2.1.1 The Development Lands may be developed for the following main uses:

2.1.1.1 Multiple Residential 2 (MR2) – apartment dwellings – forty-two (42) two-storey apartments (the size and massing of which shall be as shown on the Plans filed in accordance with Section 1.1.1.

2.1.1.2 Any accessory use or structures incidental as per the Zoning By-Law thereto.

2.1.2 The use set out in Section 2.1.1.1 shall be developed in accordance with the Multiple Residential 2 (MR2) Zoning By-Law requirements unless otherwise provided herein.

2.1.2.1 The Owner shall comply with any specific covenants contained in the Plans filed with and agreed to by the Town with respect to building construction.

2.1.3 The Owner shall comply with the following covenants in building construction:

2.1.3.1 Have a Stormwater Management Plan and Drainage Plan that ensures water runoff does not adversely affect adjacent properties as approved by the Town.

2.1.3.2 Have a Municipal Water and Sanitary Sewer Plan.

2.1.3.3 Have a Concept Lot Grading Plan indicating driveways and municipal road access.

2.1.3.4 Have a Landscape Plan indicating landscaping, buffering, and amenity space.

2.1.3.5 Have a complete set of Building Plans and Designs.

## **3.0 PLANS, BONDS & PHASING**

3.1 Prior to the commencement of any work on the “Development” (saving only surveying, the making of soil or water testing, or similar preliminary tests on the Lands), and prior to making an application to the Town for the issuance of a building permit, the Owner shall:

3.1.1 Submit to the Town, for the Town’s approval, the following:

3.1.1.1 A complete set of building plans as designed and stamped by a qualified architect or registered professional engineer licenced to practice in the Province of New Brunswick.

- 3.1.1.2 Municipal Water and Sanitary Sewer Plan that illustrates the sanitary and water system design plans including sewerage distribution plans.
  - 3.1.1.3 Stormwater Management Plan and Drainage Plan designed by a registered professional engineer licenced to practice in the Province of New Brunswick. The Stormwater Management Plan and Drainage Plan must be approved by the Town.
  - 3.1.1.4 Landscaping Plans for the Development.
  - 3.1.1.5 Concept Lot Grading Plan.
- 3.1.2 Meet all requirements for the delivery of relevant plans to New Brunswick Power, Bell Aliant, and Rogers Cable.
- 3.2 The Town will provide **five hundred thousand DOLLARS (\$500,000.00)** in an economic grant to support the development of affordable housing with a rental range between \$800.00 to \$1,200.00 per unit as supported through the Canadian Mortgage and Housing Corporation policies and regulations and in accordance with the Economic Development Grant Agreement (Appendix A). The Economic Development Agreement shall work as the Bank Security for this project. The Town will provide funding in two installments:
  - 3.2.1 \$275,000.00 in economic grant funding as per the Economic Development Grant Agreement signed on July 19, 2022. The Economic Development Agreement is contingent on the signing of the Development Agreement.
  - 3.2.2 \$225,000.00 will be held back until substantial completion, based on a certificate of substantial completion by a registered engineer legally allowed to work in the province of New Brunswick, of the project has been proven. This funding will act as the Security for the project.
  - 3.2.3 If the project construction has not started by May 31, 2024, the \$275,000.00 grant provided to the Owner will be paid back to the Town of Saint Andrews in full by July 31, 2024, or the title for the land at PID:01325521, 302 Mowat Drive, Saint Andrews shall be transferred to the Town of Saint Andrews. This funding is subject to the Economic Development Grant Agreement of July 19, 2022, between the Town of Saint Andrews and Compass Housing Inc. (Appendix A).
  - 3.2.4 If the building is sold by the Owner before the Economic Development Agreement (Appendix A) has elapsed, the new Owners will be subject to the remainder of the Economic Development Grant Agreement to hold rents at a rate as stipulated in Section 3.2 of the Development Agreement.
- 3.3 Upon construction and installation for all work and any amendments thereto as agreed upon in writing with the Town by the Owner, within the time periods hereinbefore mentioned, the Town shall forthwith complete any inspection of the work to determine its level of completeness in accordance with the approved engineered design drawings and amendments thereto and for the purposes of issuance of a Certificate of Completion and Security release. Upon receipt of any required inspection reports from the Consulting Engineer, and based on the results of the said inspection, the Town at its sole discretion may

issue a Certificate of Completion and release to the Owner a portion of the Bank Security, Economic Development Agreement, in accordance with Section 3.2.2.

- 3.4 The Owner shall, if the Development does not substantially proceed prior to May 31, 2024, restore the Development Lands to an attractive natural state, at the Owner's cost, such restoration to be completed within six (6) months of the date last mentioned.
- 3.5 Prior to the commencement of any work on the Development (saving only surveying, the making of soil, and or similar preliminary tests on the lands), the Owner shall, if the Town has approved the items submitted under Section 3.1.1, make an application to the Town for the issuance of a building permit by submitting to the Town such plans to be submitted for the issuance of such building permit (including engineering plans in connection with the requirements of Section 5.4.1, together with applicable fees).
- 3.6 Upon issuance of the building permit by the Town, the Owner shall commence construction of the Development and all driveways and parking areas in the Development in accordance with the plan's specifications filed with the Town under Section 3.1.1 hereof.
- 3.7 Upon failure of the Owner to meet a time limit herein the Town may, with written notice to the Owner, claim against the Security provided and use the monies for the completion of the required works (notice shall be deemed to be given 3 days after being mailed to the Owner at its last known address). A resolution of Council to the effect that a claim is to be made due to there being a default under the terms of this agreement shall be adequate proof of such default for the purposes of making a claim against the bonding provided.

#### **4.0 UTILITIES & BUFFERS**

- 4.1 The Owners agree that all primary utility cables to the boundary of the development shall be permitted to be overhead. Utility cables within the Lands be front or rear yard serviced overhead or buried. In addition, the Owner shall grant such utility easement to the Town as may be necessary from time to time.
- 4.2 The Owner shall develop and submit to the Town a Landscaping Plan (which will include grass, shrubbery, trees, and fencing) in keeping with the landscaping aesthetics of the area in which the development is situated. The Owner shall comply with the Landscape Plan in the completion of the development. Without limiting the foregoing, the plan shall show all buffer areas, and the density of coverage for each buffer area, and identify areas that need to be enhanced.
- 4.3 The Owner shall construct a 2-metre-wide buffer composed of trees, hedges, or fences, as per Zoning By-Law Z22-01 Section 3.27(6) along all property lines (except where access is required), which is in the Town's opinion, sufficient to screen buildings, parking areas, and lighting of the development from adjacent residential development all as shown on the Plan filed with the Town. A buffer is not needed between this property and PID 15200645, Anchors Landing. Such buffer is to be increased and enhanced where possible. Lighting shall be directed downward and away from adjacent residential properties.
- 4.4 Professional engineered design, supply, installation, inspection, and testing of Water and Sanitary Sewer Services and manholes inclusive of all pipes, laterals, fittings, and pre-cast concrete units in compliance with the General Specifications – Water and Sewer Projects by the consulting Practice

Committee of the APEGNB, under By-Law No. 19-07, A By-Law Relating to Water Systems, Water Rates, Wastewater Systems, and Wastewater Rates for the Town of Saint Andrews, and the engineered design and approval by the Town. Water and Sanitary sewers must be protected at all times during the installation to prevent the entry of stormwater and groundwater into the system. No stormwater or other accumulated water will be allowed to collect in the sanitary sewer by any method. Minimum testing requirements are outlined in By-Law No. 19-07.

## **5.0 INFRASTRUCTURE**

5.1 The Owner shall obtain any requisite Province of New Brunswick approvals for the diversion of any natural watercourses or for work within 30 metres of the edge of any watercourse.

5.2 The Owner shall be responsible for pollution and pipe breakage within the boundaries of the Lands regarding laterals, exclusive of the public road.

### **5.3**

5.3.1 The Owner shall connect each building in the Lands to the Town's water and sanitary sewer system and pay all costs associated with and required to effect same.

5.3.2 (Digital) water meters shall be installed to determine the actual water consumption fees as per By-Law requirements. Meters will be supplied by the Town for the installation by the Owners through a contracted plumber.

5.3.3 The Owner shall comply with the applicable Town By-Laws relating to the foregoing.

## **6.0 ACCESS & SIGNAGE**

6.1 Access to the Lands shall be as shown on the Plans approved by and filed with the Town.

6.2 The design of all signs, both temporary and permanent, shall be in accordance with the Town's By-Laws in effect from time to time (or as negotiated as a variance to such By-Laws) and shall, when necessary, be subject to the approval of the Planning Advisory Committee.

## **7.0 SHORT-TERM VERSUS LONG-TERM RENTALS**

7.1 The Owner shall not allow any Short-Term Rentals on the Lands subject to By-Law 19-06, A By-Law Relating to a Tourism Accommodation Levy in the Town of Saint Andrews and the Zoning By-Law Z22-01 Section 2.23 Short-Term Rentals.

## **8.0 GENERAL**

8.1 Fire protection systems are to be installed on the development and in each unit therein in accordance with applicable Provincial government requirements. Emergency plans approved by the Fire Marshal and local Fire Department, are to be developed and maintained for the safety of all residents of the Development.

8.2 The Owner shall make adequate arrangements for ongoing maintenance and upkeep of the multiple residential building, and lands, and for the garbage removal.

8.3 Garbage pickup shall not occur prior to 7:00 a.m. The Town will include garbage pickup as part of the Town's residential garbage collection through to December 31, 2027, based on the substantial completion of the multiple residential building in 2025. Re-negotiation of this arrangement will take place after this period has elapsed. Garbage collection is subject to By-Law 98-2, A By-Law to Control and Regulate the Collection and/or Disposal of Garbage and Waste within the Town of Saint Andrews.

#### 8.4

8.4.1 Except for the construction of the Development and the associated works, the lands shall not be subdivided or developed further without the approval of the Council of the Town, and such further development shall be subject to such By-Laws as may then be in force in the Town.

8.4.2 The Owner shall also do and shall well and truly observe, perform, fulfill, and keep all the By-Laws of the Town, and which by or on the part of the Owner, its successors and assigns, are or ought to observe, performed, fulfilled, and kept within such time and in such manner and install respects, as in the said By-Laws are mentioned or required, according to the true intent and meaning of the By-Laws.

#### 8.5

8.5.1 It is acknowledged by the Owner that this Agreement constitutes an agreement as contemplated under *Section 59(1)(b)* of the *Community Planning Act* and should the land or a building or structure to which this Agreement pertains be developed or used contrary to the provisions of this Agreement, or if the Owner fails to meet a time limit prescribed herein, the Town may cancel this Agreement and the resolution authorizing the re-zoning of the lands to which this Agreement pertains and, pursuant to *Section 59(6)* of the said *Act*, the said lands shall, upon notice of such cancellation be filed in the Office of the Land Registry in and for the County of Charlotte, revert to the type of zone under which it fell before re-zoning.

8.5.2 It is further acknowledged that the Lands were recently rezoned and there is always the potential for citizens to file court or Planning Appeal challenges to the rezoning and/or Development. Should this occur and cause the Owner a delay in the construction of the Development, the Owner hereby releases the Town from any and all claims from damages, costs, and expenses of whatever nature or kind which may arise therefrom or be in any way related thereto.

8.5.3 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

8.6 If the timelines for construction cannot be met due to unforeseen circumstances, the Owner shall make a request to the Town for an extension to the timeline. It will be the decision of Council to approve a timeline extension.

8.7 Siding on the building shall be installed horizontally to keep in line with the residential look and feel of the community.



8.8 Council will be provided with two options for the exterior colour of the building.  
Council will finalize the exterior colour scheme via motion.

**APPENDIX A**  
**ECONOMIC DEVELOPMENT GRANT AGREEMENT**

1

**ECONOMIC DEVELOPMENT GRANT AGREEMENT**

Witnesseth this agreement the 19 day of July, 2022

**BETWEEN**

**TOWN OF SAINT ANDREWS**, a municipality under the laws of the Province of New Brunswick (hereinafter called the "Town")

**and**

**COMPASS HOUSING INC.**, a company duly incorporated under and by virtue of the laws of the Province of New Brunswick, and having an office located at 5 Canterbury Close, in the Town of Saint Andrews, and the County of Charlotte and Province of New Brunswick (hereinafter called the "Applicant")

**WHEREAS** pursuant to Section 104(2)(c) of the *Local Governance Act*, subject to subsection (6) thereof, a local government may encourage economic development in a manner it considers appropriate, including the provision of grants.

**AND WHEREAS** pursuant to the *Local Governance Act*, Section 104(7)(c), a local government may enter into an agreement with, an individual or corporation for the foregoing purposes.

**NOW THEREFORE** THE Town and the Applicant for good and valuable consideration agree as follows:

**1. DEFINITIONS**

- a) Affordable Housing Rental Units – means, for purposes of this agreement, rental dwelling units having and maintaining a rental in accordance with sections 4(b) and (c) of this agreement.
- b) Development – means the construction of 42 affordable housing rental units as per plans filed and approved by the Town.

**2. PURPOSE OF FUNDING**

- a) The Applicant will construct 42 affordable housing rental units on PID: 01325521 at 302 Mowat Drive, Saint Andrews within two years of the date of signing this agreement.

**3. ECONOMIC DEVELOPMENT GRANT FUNDING**

- a) The Town of Saint Andrews will contribute the following funds as part of an Economic Development Grant to Compass Housing Inc.:
  - (i) \$500,000.00 in Economic Grant Funding to develop Affordable Rental Housing to be disbursed as follows:

- 1) \$275,000.00 on or before July 21, 2022, to support the initial phases of the affordable housing development.
- 2) \$225,000.00 to be disbursed upon substantial completion of the development.

#### 4. CONDITIONS OF ECONOMIC DEVELOPMENT GRANT FUNDING.

- a) If the project construction has not started by May 31, 2024, the \$275,000.00 grant provided to Compass Housing Inc. will be paid back to the Town of Saint Andrews in full by July 31, 2024, or the title for the land at PID: 01325521, 302 Mowat Drive, Saint Andrews shall be transferred to the Town of Saint Andrews.
- b) The Applicant shall participate in the Canadian Mortgage and Housing Corporation Multi-unit Mortgage Loan Insurance Flex program for a minimum of 10 years which states that in the absence of legislation (i.e. rent control) that indicates the maximum annual increase to affordable rents; affordable rent increases will be limited to the applicable consumer price index as stipulated in the applicable Statistics Canada table (Consumer Price Index, Shelter, by Province – Rented Accommodations).
- c) Rental rates for the development will range between \$800.00 to \$1,200.00 per unit and be maintained at this level for a minimum of fifteen (15) years with allowances for Consumer Price Index increases. No application may be submitted for condominium status or for any other conversion to non-rental housing purposes.
- d) On a monthly basis, Compass Housing Inc. shall provide the Town of Saint Andrews with an update report on the progress of the affordable housing development to ensure project goals are being achieved.

#### 5. ACCOUNTING

- a) Compass Housing Inc agrees to keep good and accurate records of all financial matters pertaining to this Agreement in accordance with generally accepted accounting principles. The financial records shall be made available to the Town of Saint Andrews for audit, at such reasonable times and places as the Town of Saint Andrews shall designate.
- b) The applicant shall enter into and register on Title a Development Agreement to secure the conditions outlined above and such other development conditions required to the satisfaction of the Town. A notation of this will also be filed in the SNB Land Gazette.

#### 6. PUBLIC RECORDS REQUEST

- a) Correspondence, reports, and other written work products will be generated during this process, and third parties may request such information pursuant to the Right to Information and Protection of Privacy Act of New Brunswick. The Town of Saint Andrews agrees that in the event such a request is filed, the Town will notify Compass Housing Inc. promptly. The release of information will follow the RTIPPA Act processes.

**7. PROMOTIONAL MATERIALS**

Promotional materials regarding funded activities must mention that they are made possible in part by funding from the Town of Saint Andrews.

**8. SEVERABILITY**

If any term or condition of this Agreement or application thereof to any person or circumstance is held invalid, illegal or unenforceable, such invalidity, illegality, or unenforceability shall not affect other terms, conditions, or applications of the Agreement, which can be given effect without the invalid, illegal, or unenforceable term, condition, or application; to this end, the terms and conditions of this Agreement are declared severable.

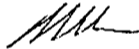
9. Until further notice, the following individuals are appointed as the respective liaisons for this Agreement:

- (i) Chris Spear, CAO/Treasurer, Town of Saint Andrews, 212 Water Street, Saint Andrews, NB. E5B 1B4
- (ii) Tressa Bevington, President, Compass Housing Inc. 5 Canterbury Close, Saint Andrews, NB. E5B 0B1

10. This Agreement shall be in effect for 15 years from the date of substantial completion of the project is approved.

This Agreement is signed by the parties, effective the date first above written.

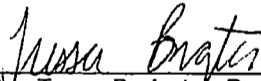
**SAINT ANDREWS**



Per: Brad Henderson, Mayor

  
Paul Nopper, Clerk – Senior Administrator

**COMPASS HOUSING INC.**



Per: Tressa Bevington, President



Seal of Municipality



APPENDIX C  
SITE CONCEPT VISUALS









Form 45

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

Deponent: **PAUL NOPPER**  
c/o 212 Water Street  
Saint Andrews, New Brunswick  
E5B 1B4

Office Held by Deponent: Clerk – Senior Administrator

Corporation: **TOWN OF SAINT ANDREWS**

Other Officer Who Executed the Instrument: **BRAD HENDERSON**  
c/o 212 Water Street  
Saint Andrews, New Brunswick  
E5B 1B4

Office Held by Other Officer Who Executed the Instrument: Mayor

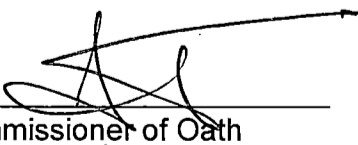
Place of Execution: Saint Andrews, New Brunswick

Date of Execution: January 18, 2023

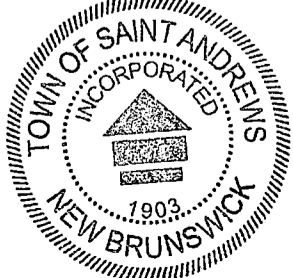
I, **PAUL NOPPER**, the deponent, make oath and say:

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

SWORN TO at Saint Andrews )  
In the County of Charlotte and )  
Province of New Brunswick, on )  
The 18 day of January 2023 )  
BEFORE ME: )

  
\_\_\_\_\_  
Commissioner of Oath )  
Andrew Harrison )  
being a subscriber )

  
\_\_\_\_\_  
PAUL NOPPER



Form 43

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

Subscribing Witness Chris Spear (name)  
212 Water St. (address)  
Saint Andrews, NB  
E5B 1B4

Person who Executed the Instrument: Paul Dopper

Place of Execution: Saint Andrews, NB

Date of Execution: January 16, 2023

I, Chris Spear, the subscribing witness, make oath and say:

1. That I was personally present and saw the attached instrument duly executed by the parties specified and that I am the subscribing witness.
2. That the person (s) who executed the instrument is/are known to me/the person's identity has been proven to my satisfaction.
3. That the instrument was executed at the place and on the date specified above.
4. That at the time of execution of the instrument I was of the full age of sixteen years. and
5. That the person(s) who executed the instrument is/are, in my belief, of the age of majority.

SWORN TO at Saint Andrews )  
In the County of Charlotte and )  
Province of New Brunswick, on )  
The 16 day of January 2023 )  
BEFORE ME: )

[Signature] )  
Commissioner of Oath )  
Andrew Harrison )  
being a solicitor )

[Signature]

Form 45

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

Deponent: **Tressa Bevington**  
5 Canterbury Close,  
Saint Andrews, New Brunswick  
E5B 0B1

Office Held by Deponent: President  
Corporation: **Compass Housing Inc.**

Corporation: **TOWN OF SAINT ANDREWS**

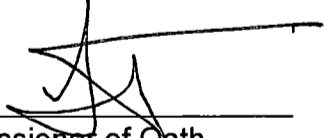
Place of Execution: Saint Andrews, New Brunswick

Date of Execution: January 18, 2023

I, **TRESSA BEVINGTON**, 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 officers duly authorized to execute the instrument on behalf of the corporation.
3. The corporation has no seal.
4. That the instrument was executed at the place and on the date specified above.
5. That the ownership of a share of the corporation does not entitle the owner thereof to occupy the parcel described in the attached instrument as a marital home.

**SWORN TO** at Saint Andrews )  
In the County of Charlotte and )  
Province of New Brunswick, on )  
The 18 day of January 2023 )  
BEFORE ME: )

  
\_\_\_\_\_  
Commissioner of Oath )  
Andrew Harris )  
being a solicitor )

  
\_\_\_\_\_  
**TRESSA BEVINGTON**