

The applicant(s) hereby applies to the Land Registrar.

Properties

PIN 37308 - 0086 LT
Description BLOCK 38, PLAN 16M24, THE BLUE MOUNTAINS. TW EASEMENT OVER PT BLK 1, PL 1157, PTS 30, 31, 32, 33, 34 & 35 16R8788 & PT 7 16R8505 AS IN R518810; TW EASEMENT OVER PT GREY COMMON ELEMENTS CONDOMINIUM PL 67, PTS 12, 13, 16, 17, 18 & 19 16R8788, PT LT 28 PL 16M6, PT 14 16R8788 PT LT 27 PL 16M6, PT 15 16R8788 AS IN LT512;
Address BLUE MOUNTAINS

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS
Address for Service 32 Mill Street, Box 310
Thornbury, ON N0H 2P0

This document is not authorized under Power of Attorney by this party.

This document is being authorized by a municipal corporation WILL THOMSON, DIRECTOR OF LEGAL SERVICES.

Party To(s)

Capacity Share

Name PRIMONT (PEAK MEADOWS) INC.
Address for Service 301-9130 Leslie Street
Richmond Hill, ON
L4B 0B9

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Debra-Ann Katherine Young 32 Mill Street acting for Signed 2023 04 04
Thornbury Applicant(s)
N0H 2P0

Tel 519-599-3131
Fax 519-599-3018

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

THE TOWN OF BLUE MOUNTAINS 32 Mill Street
Thornbury
N0H 2P0 2023 04 04

Tel 519-599-3131
Fax 519-599-3018

Fees/Taxes/Payment

Statutory Registration Fee \$69.00
Total Paid \$69.00

AMENDING PRE-SERVICING AGREEMENT

THIS AGREEMENT made this 4 day of April, 2023

BETWEEN:

PRIMONT (PEAK MEADOWS) INC.

(Hereinafter referred to as the "Developer")

-and-

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS

(Hereinafter referred to as the "Town")

WHEREAS the Developer warrants that it is the registered owner of the Lands;

AND WHEREAS the Parties executed a Pre-Servicing Agreement dated April 1, 2022, and registered on title to the Lands as Instrument GY225247 (the "Pre-Servicing Agreement");

AND WHEREAS the Parties are desirous of amending the Pre-Servicing Agreement to facilitate the approval of additional Works and other matters as set out herein;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the covenants hereinafter expressed, other good and valuable consideration and the sum of TEN DOLLARS (\$10.00) of lawful money of Canada now paid by each of the Parties hereto to the other Party hereto, the receipt of which is hereby acknowledged, the Parties hereto hereby covenant and agree with each other as follows:

PART I

DEFINITIONS AND BASIS OF AGREEMENT

1.1 Definitions

In this Agreement, including the recitals, the following terms shall have the meanings set out below, unless otherwise redefined or where the subject matter or context requires another meaning to be ascribed:

"Agreement" means this Amending Pre-Servicing Agreement;

"Lands" is as defined in the Pre-Servicing Agreement;

"Parties" mean the Developer and the Town.

All other capitalized terms shall have the meanings ascribed to them in the Pre-Servicing Agreement.

1.2 Interpretation of Agreement

- (a) The part numbers and headings, subheadings and section, subsection, clause and paragraph numbers are inserted for convenience of reference only and shall not affect the construction or interpretation of this Agreement.
- (b) Unless the context otherwise requires, in this Agreement words importing the singular include the plural and vice versa and words importing a gender include all genders.
- (c) References herein to any statute or any provision thereof include such statute or provision thereof as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto.
- (d) All references to parts, sections, clauses, paragraphs and schedules unless otherwise specified are references to parts, sections, clauses, paragraphs and schedules of this Agreement.

1.3 Lands Affected

This Agreement applies to the Lands.

1.4 Recitals

The Parties agree that the recitals herein are true and accurate and form part of this Agreement.

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PART II
AMENDMENTS TO THE PRE-SERVICING AGREEMENT

2.1 Amendments

The Parties agree that the Pre-Servicing Agreement is hereby amended as follows:

- a. By deleting and replacing the Engineering Pre-Servicing Works Fee as shown on Schedule D of the Pre-Servicing Agreement with ;
- b. By deleting the following sentence from Schedule B of the Pre-Servicing Agreement:
“The Works shown on these Accepted Plans only includes tree cutting, erosion & sediment controls, and site grading works.”
- c. By including the following additional Plans under the sub-heading **Accepted Plans – Pre-Servicing Works** as shown on Schedule B of the Pre-Servicing Agreement, and which have been marked *Accepted for Construction – Pre-Servicing Only* by the Town and dated December 20, 2022:

<u>DRAWING</u>	<u>TITLE</u>
	DRAFT M-PLAN (PREPARED BY R-PE SURVEYING LTD.)
C101	GENERAL SITE SERVICING PLAN
C102	OVERALL SITE GRADING PLAN
C103.A	PLAN & PROFILE STREET 'A' (STA. 0+000 – 0+101.06)
C103.B	PLAN & PROFILE STREET 'B' (STA. 0+000 – 0+236.28)
C103.C	PLAN & PROFILE STREET 'C' & 6m SERVICING EASEMENT (STA. 0+000 – 0+155.45)
C104	STORM DRAINAGE PLAN
C105	SANITARY DRAINAGE PLAN
C106	WATER DISTRIBUTION PLAN
C107	EROSION AND SEDIMENT CONTROL PLAN
C108	CONSTRUCTION NOTES & STANDARD DETAILS
C109	COMPOSITE UTILITY PLAN
C110	PAVEMENT MARKING AND SIGNAGE PLAN
E001	ELECTRICAL LEGEND, DRAWING LIST & TYPICAL ROAD STANDARD
E100	SITE PLAN – PHOTOMETRIC
E101	SITE LIGHTING DETAILS
E110	SITE PLAN – ELECTRICAL
E111	SITE ELECTRICAL DETAILS
LP-1	LANDSCAPE PLAN STREETSCAPE
LP-2	LANDSCAPE PLAN BLOCK 32 PARKETTE
LD-1	LANDSCAPE DETAILS
LD-2	LANDSCAPE DETAILS
TMP-1	TREE MANAGEMENT PLAN

2.2 Pre-Servicing Agreement in Force

The Parties agree that all of the provisions of the Pre-Servicing Agreement shall apply to the development of the Lands and shall remain in full force and effect unamended except for the amendments set out herein.

PART III ADMINISTRATION

3.1 Registration of Agreement

The Parties hereby covenant and agree that this Agreement may be registered upon title to the Lands and the Developer authorizes the Town Solicitor or his designate to execute on behalf of the Developer all documents necessary to register this Agreement in the Land Registry Office. The Developer further shall pay all costs associated with the preparation and registration of this Agreement, as well as all other costs incurred by the Town as a result of the registration of any other documents pertaining to this Agreement.

3.2 Postponement and Subordination

The Developer covenants and agrees, at its own expense, to obtain and register such documentation from its mortgagees or encumbrances as may be deemed necessary by the Town to postpone and subordinate their interest in the Lands to the interest of the Town to the extent that this Agreement shall take effect and have priority as if it had been executed and registered before the execution and registration of the document or documents giving to the mortgagee and/or encumbrancers their interest in the Lands.

3.3 Governing Law

This Agreement shall be interpreted under and is governed by the laws of the Province of Ontario.

3.4 Successors & Assigns

It is hereby agreed by and between the Parties hereto that this Agreement shall be enforceable by and against the Parties hereto, their heirs, executors, administrators, successors and assigns and that the Agreement and all the covenants by the Developers herein contained shall run with the Lands.

Signature Page to Follow

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested by the hands of their proper signing officers in that behalf.

PRIMONT (PEAK MEADOWS) INC.

____ c/s

Name: Joe Montesano

Title: President

I have the authority to bind the corporation

THE CORPORATION OF THE TOWN OF
THE BLUE MOUNTAINS

____ Mayor: Andrea Matrosov

____ Clerk: Corrina Giles c/s