

Properties

PIN

37313 - 0001 LT

Description

PT LTS 158 & 173, PL529; PT 1 16R9445; TOWN OF THE BLUE MOUNTAINS,
COUNTY OF GREY

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

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.

| Party To(s) | Capacity | Share |
|--|----------|-------|
| <div><div>Name</div><div>EDEN OAK (TRAILSHEAD) INC.</div></div> <div><div>Address for Service</div><div>1443 Hurontario Street Collingwood, ON</div></div> | | |

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
Thornbury
N0H 2P0

acting for
Applicant(s)

Signed 2025 06 19

Tel

519-599-3131

Email

dyoung@thebluemountains.ca

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

2025 06 19

Tel

519-599-3131

Email

dyoung@thebluemountains.ca

Fees/Taxes/Payment

Statutory Registration Fee

\$70.90

Total Paid

\$70.90

AMENDING AMENDING PRE-SERVICING AGREEMENT

THIS AGREEMENT made this 4th day of June 2025

BETWEEN:

EDEN OAK (TRAILS HEAD) 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 June 3, 2024 and registered in the Land Registry Office as Instrument No. GY258230 (the "Pre-Servicing Agreement");

AND WHEREAS the Parties amended the Pre-Servicing Agreement via an Amending Pre-Servicing Agreement dated October 31, 2024 and registered in the Land Registry Office as Instrument No. GY264778 (the "Amending Agreement");

AND WHEREAS the Parties are desirous of further amending the Amending Pre-Servicing Agreement to facilitate the construction of additional pre-servicing works and infrastructure;

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 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.

PART II

AMENDMENTS TO THE PRE-SERVICING AGREEMENT

2.1 Amendments

The Parties agree that the Pre-Servicing Agreement and Amending Agreement are hereby amended as follows:

- a. In Schedule B of the Pre-Servicing Agreement and the Amending Agreement the date of the Accepted Plans, being "October 2, 2024" is deleted and replaced with "May 14, 2025".
- b. In Schedule D the monetary figures for "Security"; "Development Engineering Pre-Servicing Works Fees" are amended as follows, "Total" shall be deemed to be amended accordingly:

"Security"

"Development Engineering Pre-Servicing Works Fees"

"Total"



2.2 Pre-Servicing Agreement in Force

The Parties agree that all of the provisions of the Pre-Servicing Agreement and Amending 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.

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.



Romas Kartavicius _____ c/s

Name:

Title: President

I have the authority to bind the corporation

THE CORPORATION OF THE TOWN OF THE BLUE MOUNTAINS



Mayor: Andrea Matrosovs



Clerk: Corrina Giles c/s