

**CITY OF KAWARTHA LAKES**  
**SUBDIVISION AMENDING AGREEMENT**

**THIS AGREEMENT made in quintuplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2020.**

**BETWEEN:**

**ASPIRE STURGEON DEVELOPMENTS INC.**

Hereinafter called the "OWNER"

- and -

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

Hereinafter called the "CITY"

**WHEREAS** 838227 Ontario Limited and The Corporation of the Township of Verulam, as lawful predecessor to the CITY, entered into a Subdivision Agreement dated the 28<sup>th</sup> day of May, 1991 dealing with certain lands in the Geographic Township of Verulam identified as Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29 and Blocks 30, 31, 32, 33, 34, 35 Registered Plan 638 (the "Agreement");

**AND WHEREAS** the OWNER is now the registered owner of certain lands within Plan 638, namely Lots 1, 2, 3, 4, 6, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 28, 29 and Block 33 on Plan 638 (the "Lands");

**AND WHEREAS** various third parties are now the registered owners of the balance of the lands within Registered Plan 638, namely, Lots 7, 8, 9, 11 and 27 and Blocks 30, 31 and 32;

**AND WHEREAS** the CITY is now the registered owner of Lot 27 and Blocks 34 and 35 on Plan 638;

**AND WHEREAS** the Agreement was registered as Instrument No. R287367 on title to those lands now legally identified by the following PINS: 63125-0508 (LT); 63125-0507 (LT); 63125-0505 (LT); 63125-0504 (LT); 63125-0499 (LT); 63125-0488 (LT); 63125-0487 (LT); 63125-0486 (LT); 63125-0485 (LT); 63125-0484 (LT); 63125-0483 (LT); 63125-0482 (LT); 63125-0481 (LT); 63125-0480 (LT); 63125-0479 (LT); 63125-0478 (LT); 63125-0477 (LT); 63125-0476 (LT); 63125-0475 (LT); 63125-0474 (LT); 63125-0473 (LT); 63125-0472 (LT); 63125-0471 (LT); and 63125-0307 (LT) on the 27<sup>th</sup> day of January, 1992, all of which parcels are the Lands now owned by the OWNER;

**AND WHEREAS** the works contemplated in the Agreement are completed, with the exception of remaining deficiencies, as more particularly set out at Schedule "C", and placement of top asphalt on the roads;

**AND WHEREAS** section 10 (a) of the Agreement provided that the ownership of Blocks 30, 32, and 33 shall be transferred by the owner to a corporation consisting of all, but no others than, the owners from time to time of the lots included in the plan of subdivision;

**AND WHEREAS** section 10 (e) of the Agreement provides that an "owner corporation" shall be responsible for the maintenance of the buffer blocks and wetlands, being said Blocks 30, 31, 32 and 33, in a natural state and will permit no dredging, filling or vegetation/tree cutting therein;

**AND WHEREAS** section 10 (f) of the Agreement provides that 838227 and successor owners, shall be responsible for the maintenance of the buffer block and wet land being Block 31, in a natural state and will permit no dredging, filling or vegetation/tree cutting therein;

**AND WHEREAS** the transfer of land and payment has been made in accordance with section 2 of the Agreement;

**AND WHEREAS** the OWNER and the CITY wish to amend the Agreement as it pertains to the parcels owned by the OWNER;

**AND WHEREAS** the OWNER and the CITY wish to insert a new clause into the Agreement pertaining to postponements of prior encumbrances to this Amending Agreement.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money in Canada now paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged), the parties hereto hereby covenant, promise and agree with each other as follows:

1. Subsection 10(a) of the Agreement is hereby amended, to delete reference to Blocks 30 to 32, which are not in the OWNER's ownership. For the Lands bound by the Agreement, 10 (a) shall now be read as: *"The ownership of Block 33 shall be transferred by the owner to a corporation consisting of all, but no other than, the owners from time to time of the lots included in the plan of subdivision. This will be effected by registration of a Plan of Condominium at the same time as the registration of this Amending Agreement. This corporation is herein referred to as "the owner corporation."*
2. Subsection 10(e) of the Agreement is hereby amended to now be read as: *"The owner of Block 33 shall be responsible for the maintenance of the buffer block and wetland thereon in a natural state and will permit no dredging, filling or vegetation/tree cutting thereon."*
3. Subsection 10(f) of the Agreement is hereby deleted.

4. Subsection 12(a) of the Agreement is hereby deleted. The OWNER is now obligated to pay development charges prior to issuance of building permits per by-law.
5. The OWNER agrees to rectify the deficiencies to the works required pursuant to the Agreement, to the satisfaction of the CITY, as set out in Schedule "C". The OWNER has posted \$140,000 as security for performance of the works under the Agreement, as per its obligation under subsection 13(a) of the Agreement. If the OWNER fails to complete the works and rectify the deficiencies to the satisfaction of the CITY, the CITY is entitled to use the security to complete the works.
6. Section 13(b) of the Agreement is deleted to the extent that the OWNER is no longer entitled to post additional security for road rehabilitation that may be occasioned due to the building of any home on any lot owned by the OWNER, however, the OWNER is required to remedy any damage to the roadways and is required to keep the roadways clean of mud and dirt associated with the building of any home on any lot owned by the OWNER. The CITY is entitled to use the security referenced herein at section 5 and in the Agreement at section 13(a) to secure the performance of these obligations, regardless of whether or not the damage / dirt was the result of the building of a home on a lot sold into successive ownership (that is, is no longer owned by Aspire Sturgeon Developments Inc. as of the time of the damage/ dirt).
7. Section 14 of the Agreement is deleted.
8. At section 15(a) of the Agreement, "may" is replaced by "shall", and "and the Amending Agreement" is inserted after "attached", requiring that this Amending Agreement and the Agreement be registered on title to every lot in the subdivision owned by the OWNER.
9. In all other respects the Agreement shall continue in full force and effect.
10. This Amending Agreement shall be binding upon and ensure to the benefit of both parties hereto and their respective heirs, estate trustees, successors and assigns.
11. The OWNER shall be required to provide the postponement of any existing easement, mortgage or charge holder prior to the registration of this Amending Agreement.

**IN WITNESS WHEREOF** the Corporate Seal of the CITY and of the OWNER is hereunto affixed under the hands of its proper officers in that behalf.

**THE CORPORATION OF THE CITY  
OF KAWARTHA LAKES**

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Per: Andy Letham, Mayor

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Per: Cathie Ritchie, City Clerk

*We have the authority to bind the Corporation.*

**ASPIRE STURGEON DEVELOPMENTS INC.**

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Per: Thomas Chmielecki, President

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Per: Gregory Golko, Secretary/Treasurer

*We have the authority to bind the Corporation.*