

SUBDIVISION AGREEMENT
Supplementary Phase 4 Agreement

THIS AGREEMENT made this 17th day of March 2025,

BETWEEN:

1695538 ONTARIO INC.
 (the "**Developer**")

- and -

THE CORPORATION OF THE TOWN OF GODERICH
 (the "**Town**")

WHEREAS the Developer is the registered owner of the Land described in Schedule "A" to this Subdivision Agreement (hereinafter called the "Agreement") and proposes to subdivide it for the purpose of selling, conveying, or leasing it in lots or parcels, by reference to one or more Registered Plans of Subdivision, consents to severance, and/or part lot control processes;

AND WHEREAS the Developer has applied and received from the County of Huron (hereinafter called the "**County**"), provisional approval of a modified draft Plan of Subdivision Dated January 19, 2022, pursuant to File No. 40T13002 (hereinafter called the "**Plan**");

AND WHEREAS the conditions of approval for the Plan require the Developer to enter into a Subdivision Agreement with the Town;

AND WHEREAS, pursuant to the modified conditions, the Developer and the Town have entered into a modified Master Subdivision Agreement, which Agreement dated November 23, 2020 was registered against title to the Land as Instrument No. HC153224 on January 7, 2021 and Instrument No. HC156015 on April 28, 2021 (the "**Master Agreement**");

AND WHEREAS the Master Agreement permits the Plan to be registered in Phases and requires the Developer to enter into supplementary Subdivision Agreements prior to the registration of each Phase to define the limits of the registration and to set out the detailed requirements for the registration, including security requirements and land dedications (the "**Supplementary Phase Agreements**" of the "**Phase Agreement**");

AND WHEREAS this Subdivision Agreement is the Supplementary Phase Agreement required for Phase 4 of the Plan (the "**Phase**");

AND WHEREAS the Town and the Developer have agreed to the terms and conditions set forth in this Supplemental Phase Agreement and that these terms and conditions supplement the Master Agreement.

NOW THEREFORE in consideration of the mutual agreements, covenants and promises herein contained, and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties hereto, the parties hereto agree as follows:

1. **Interpretation:** All capitalized terms used herein have the meaning ascribed thereto in the Master Agreement.

2. Phasing:

This Phase 4 agreement applies to lands in the Subdivision as identified in the updated phasing drawing attached as Schedule "N" to this agreement. The Town and the Developer agree that the phase may be serviced and registered in subphases. The Town further acknowledges that as part of that phased registration, the developer may not create any lot fabric as part of the initial registration.

3. The Developer agrees that for the purposes of this Phase Agreement:

(a) Schedules listed below correspond to those of the Master Agreement. For this Phase there are no changes or supplemental items for Schedules "A", "C", "D", "F", "G", "I", "J", "K", or "L".

- (b) This Phase is part of the original Draft Plan Approval. For Schedule "B" the draft plan of subdivision from the Master Agreement is attached to this agreement for reference purposes. Also included in Schedule "B" is the draft of an M plan for the initial registration, for reference purposes.
- (c) Securities for this Phase are as outlined in the revised Schedule "E" of this Agreement.
- (d) The lands required to be conveyed to the Town for public purposes and easements to be granted to the Town for the Phase are set out in Schedule "H".
- (e) Additional items have been added to Schedule "M".
- (f) A revised Phasing plan is attached as Schedule "N".

All of which shall be completed in full conformity with the requirements of the Master Agreement.

4. Registration

The Developer consents to and authorizes the registration of this Phase Agreement by the Town's Solicitor on title to the Land both before and after the registration of the Phases of the Plan in the Land Registry Office, which said Agreement and Phase Agreement registration is at the sole discretion of the Town and all costs of registration shall be paid for by the Developer.


The Developer hereby agrees that until the Town has registered this Phase Agreement upon title to the lands comprising the Phase, no lots, blocks, or other parcels in such Phase shall be conveyed to a homebuyer or homebuilder. For clarity, the foregoing does not prevent the Developer from conveying or encumbering its interest in the Land in whole.

5. Mortgages/Encumbrances

The Developer covenants and agrees to obtain and register, at its sole cost and expense, a postponement from each encumbrancer with a charge registered against title to the Land (or part thereof) so that notice of this Agreement shall be registered in priority to any such charge.

IN WITNESS WHEREOF he parties hereto have executed this Agreement.
SIGNED, SEALED AND DELIVERED this 17th day of March A.D. 2025.

1695538 ONTARIO INC.

Per: 
 Name: Robert Wood
 Title: President

I have authority to bind the Corporation.

**THE CORPORATION OF THE TOWN OF
GODERICH**

Per: _____
 Mayor: Trevor Bazinet

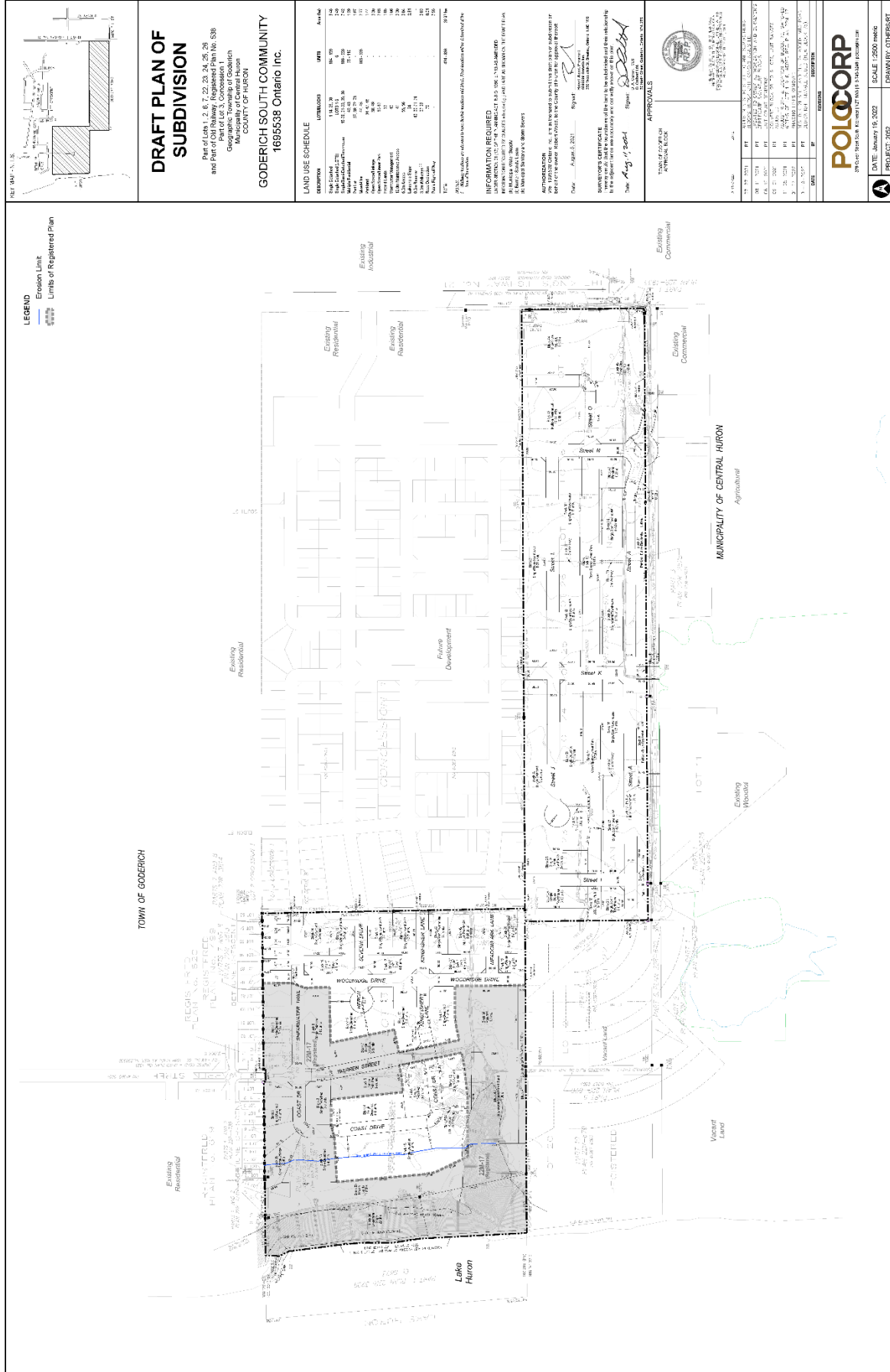
Per: _____
 Clerk: Andrea Fisher

We have authority to bind the Corporation.

SCHEDULE "B" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.

Draft Plan of Subdivision as included in Master Agreement:



SCHEDULE "E" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.

ITEMIZED ESTIMATE OF COSTS OF CONSTRUCTION FOR THE WORKS

| Item | Total Value | DEVELOPER | TOWN |
|---|---------------------|---------------------|-------------------|
| Mobilization | 26,700.00 | 22,900.00 | 3,800.00 |
| Sanitary Sewers & Appurtenances | 978,500.00 | 499,400.00 | 479,100.00 |
| Watermains & Appurtenances | 503,200.00 | 472,400.00 | 30,800.00 |
| Storm Sewers & Appurtenances | 593,500.00 | 593,500.00 | - |
| Road Works | 586,600.00 | 586,600.00 | - |
| Surface Works and Street Lighting | 811,400.00 | 811,400.00 | - |
| Provisional and Contingency Items | 71,300.00 | 71,300.00 | - |
| Sub-total Construction | 3,571,200.00 | 3,057,500.00 | 513,700.00 |
| Allowance for Engineering Review (7%) | 250,000.00 | 214,000.00 | 36,000.00 |
| Sub-total Construction & Engineering | 3,821,200.00 | 3,271,500.00 | 549,700.00 |
| HST (13% rounded) | 496,800.00 | 425,300.00 | 71,500.00 |
| TOTAL | 4,318,000.00 | 3,696,800.00 | 621,200.00 |

SCHEDULE “H” OF AGREEMENT

Notes:

1. It is understood and agreed that this Schedule forms part of the Town’s Agreement.
2. This schedule applies to Phase 4 as outlined herein. Additional Easements for drainage or servicing purposes may be required as design is completed.

LANDS FOR TOWN PURPOSES TO BE CONVEYED TO THE TOWN

From draft M plan – Schedule “B”

1. 0.3 m. reserves:
 - Blocks 1 and 2 at end of Street B and Dechert Road
 - Blocks 3 – 18 along the entire edge of Street B and Dechert Road
2. Blocks 19, 20 and 21 for municipal use. (see Schedule M for further details on Blocks 20 and 21)
3. Roads – Street B and Dechert Road.

LIST OF EASEMENTS TO BE GRANTED TO THE TOWN

Drainage and servicing easements as dictated by design drawings.

SCHEDULE "M" OF AGREEMENT

It is understood and agreed that this Schedule forms part of the Town's Agreement and that these items are in addition to those listed in the Master Agreement.

SPECIAL PROVISIONS:

Any Lot and Block references herein are to the draft Plan appended hereto as Schedule "B".

1. It is agreed that this Phase 4 may be registered on title in two stages. For the first registration only the roads, a portion of Street A and Street I will be registered. The developer will provide 0.3 metre reserves on all of the potential residential lots or Blocks fronting on these streets to prevent access to these parcels. The second, future registration will create the lot fabric and remove the 0.3 m. reserves.
2. Schedule H to this amending agreement lists the required transfers of Blocks to the Town. The Developer and the Town agree that Blocks 20 and 21 are to be transferred to the Town as a condition of this agreement. These two Blocks provide for potential access to a parcel in the adjacent Municipality of Central Huron. Should the Town be satisfied, at it's sole discretion, within a period of twenty calendar years following the date of the signing of this amending agreement that one or both of these Blocks, or portions thereof, will not be needed for access to the adjacent lands, then said Block or Blocks, together the corresponding parcels to be created from the closing of the old Dechert Road road allowance will be transferred back to the Developer.

SCHEDULE "N" OF AGREEMENT

Note: It is understood and agreed that this Schedule forms part of the Town's Agreement.

Phasing Plan:

