

**MUNICIPALITY OF LAKESHORE
AMENDING AGREEMENT**

THIS AGREEMENT made this 9th day of November, 2021

BETWEEN:

MUNICIPALITY OF LAKESHORE (the "Municipality")

-and-

BEACHSIDE DEVELOPMENT LTD. (the "Owner")

(together, the "Parties")

WHEREAS on August 28, 2020 the Owner received draft plan approval for its proposed condominium development to be constructed on the lands legally described as Part of Lots 2 and 3, Concession West of Pike Creek Maidstone; designated as Parts 1-5 on Plan 12R28616; subject to an easement as in CE944982; subject to an easement in gross over Parts 2, 3 and 4 on Plan 12R28616 as in CE948151; Town of Lakeshore, being all of the Property Identifier Number 75008-0860(LT) (the "Subject Lands");

AND WHEREAS the Parties entered into a Plan of Condominium Agreement dated April 14, 2021, which was registered on title to the Subject Lands as Instrument Number CE1009915 on May 25, 2021 (the "Original Agreement");

AND WHEREAS the Parties wish to amend certain terms and provisions of the Original Agreement;

NOW THEREFORE in consideration of the mutual terms, conditions and covenants contained herein, the Parties agree and covenant with each other as follows:

1. Section C.1 of Schedule C of the Original Agreement is deleted in its entirety and replaced with the following:

"The Owner agrees to implement a stormwater management system, incorporating the design contained in an approved ERCA *Development Review Clearance*, being (#990-21) for units 1, 2 and 3 and being (#991-21) for units 4, 5 and 6, on the Vacant Land Condominium (County of Essex File No. 37-CD-19002), referred to in Schedule "G" to this Agreement and any subsequent addendum and subject to approval of such by ERCA and the Municipality of Lakeshore.

In addition, the Owner agrees to construct the stormwater management system in accordance with the approved drawings, the latest Municipality

of Lakeshore Development Manual, Windsor-Essex Region Stormwater Management Standards Manual and to the satisfaction of ERCA and the Municipality of Lakeshore.

Upon completion of the stormwater management works, the Owner agrees to provide certification to the Municipality of Lakeshore, through a professional engineer, that all measures have been implemented in conformity with this Section C.1.”

2. Schedule “A” of this Amending Agreement shall be added as a new schedule to the Original Agreement and that schedule shall be Schedule “G” to the Original Agreement.
3. The Original Agreement is amended to replace the words “The Corporation of the Town of Lakeshore” with the words “Municipality of Lakeshore” in all instances of occurrence.
4. Except for the amendments provided for in this Amending Agreement, all terms and provisions of the Original Agreement shall remain in full force and effect.
5. The Parties agree that the recitals above are true and that they form part of this Amending Agreement as though repeated hereafter.
6. The Owner hereby consents to the registration of this Amending Agreement on title of the Subject Lands at its sole cost and expense.
7. This Amending Agreement shall be binding upon the Owner and the Owner's heirs, executors, administrators, successors and assigns and the Owner from time to time of the Subject Lands.
8. If any term, covenant or condition of this Amending Agreement is, to any extent, declared invalid or unenforceable, the remainder of this Amending Agreement shall not be affected thereby and each term, covenant or condition of this Amending Agreement shall be valid and be enforced to the fullest extent permitted by law.
9. All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
10. This Amending Agreement shall enure to the benefit of the parties hereto, their successors and assigns.
11. This Amending Agreement shall be governed by the laws of the Province of Ontario and the federal laws of Canada and the parties attorn to the jurisdiction of the courts of the Province of Ontario.
12. This Amending Agreement may be executed in one or more counterparts, by electronic or digital signature, delivered by facsimile or electronic mail transmission, in accordance with section 11 of the *Electronic Commerce Act*,

2000 (Ontario), each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have duly executed this Agreement, with effect from the day first written above.

BEACHSIDE DEVELOPMENT LTD.

Per:

Pietro Valente, President

MUNICIPALITY OF LAKESHORE

Per:

Tom Bain, Mayor

Kristen Newman, Corporate Leader-Strategic and
Legal Affairs (Clerk)

SCHEDULE “A”

to an Amending Agreement dated November 09, 2021
between the Municipality of Lakeshore and Beachside Development Ltd.

SCHEDULE “G”

ERCA Development Review Clearance #990-21 and #991-21

Title	Author	Date (YYYY/MM/DD)
ERCA Clearance Package 990-21 – Beachside Phase 1	Essex Region Conservation Authority	2021/10/12
ERCA Clearance Package 991-21 – Beachside Phase 2	Essex Region Conservation Authority	2021/10/12