

RENTAL AGREEMENT

Dated as of this 20 day of May, 2025.

B E T W E E N:

HAMPTON WOODS DEVELOPMENT INC.
(hereinafter referred to as the “**Developer**”)

OF THE FIRST PART

- AND -

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES
(hereinafter collectively referred to as the “**Town**”)

OF THE SECOND PART

WHEREAS:

- A. The Developer registered a plan of subdivision in the Town of Saugeen Shores as Plan 3M275 (the “**Subdivision**”);
- B. The Developer is or will be renting at least eleven (11) dwelling units located in the Subdivision;
- C. The Subdivision Agreement registered as Instrument No. BR213161 on April 7, 2025 (the “**Subdivision Agreement**”) requires that the Developer and the Town shall enter into this Agreement prior to the occupancy of the first unit on Steinway Street or Riley Road; and
- D. The Developer and the Town are entering into this Agreement for the purpose of describing their respective rights and obligations with respect to the rental of dwelling units in the Subdivision.

NOW THEREFORE, in consideration of the sum of \$10.00 of lawful money of Canada, the foregoing and the mutual covenants herein contained the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. The Parties hereto acknowledge and agree that the above recitals are true and accurate and form a material part of this Agreement;
- 2. The Developer shall provide at least eleven (11) dwelling units (separately referred to as a “**Unit**”, and collectively, the “**Units**”) which will be maintained as rental units for at least ten (10) years following the date of this Agreement.
- 3. The Developer shall bare all costs incurred with respect to the preparation of this Agreement, including, but not limited to, all legal fees and disbursements, plus HST, associated with the preparation of this Agreement.
- 4. The Developer’s solicitors shall invoice the Town for any legal fees and disbursements, plus HST, which they have incurred for the preparation of this Agreement. The said invoice shall be paid directly by the Town to the Developer’s solicitor within thirty (30) days from receipt of such invoice, and the Developer shall reimburse the Town for such invoice within thirty (30) days from the Developer’s receipt of proof from the Town that the said invoice has been paid in full. For clarity, the Town shall not add any additional fees or administrative fees for the Developer’s reimbursement to the Town for any legal fees paid by the said Town related to the preparation of this Agreement.

5. The Developer shall rent the Units for any cost which the Developer so chooses in its sole and absolute discretion, and the Town shall have no rights or input with respect to any of the terms of any rental agreements which the Developer has, or will enter into, with any third parties for the Units located in the Subdivision.
6. The Developer shall provide proof of compliance with paragraph 2 of this Agreement within seven (7) business days of a written request from Town staff.
7. The Town shall grant occupancy permits to the Developer, when so requested, as long as the Developer has completed all prerequisites for the granting of such permits as established by any existing bylaws, policies and legislation affecting the Subdivision, if any.
8. The Developer acknowledges and agrees that it will not sell, grant, transfer, assign or otherwise convey the Unit or any interest therein to any other party (the “**Transferee**”) unless the Transferee enters into an agreement with the Town in a form and substance satisfactory to the Town whereby the Transferee agrees to observe and perform all of the Developer’s covenants, agreements and obligations under this Agreement as if the Transferee was an original party hereto.
9. The Developer shall notify the Town of any transfer of the Unit or any application made for condominium approval.
10. This Agreement shall be at an end ten (10) years after the date of this Agreement, and the Town and Developer shall be released from any and all of their respective obligations and liabilities pursuant to this Agreement.
11. Each of the following shall be considered an event of default under this Agreement:
 - i. a condominium agreement under the Condominium Act or Planning Act is executed by the Developer and the Town in respect of the Unit or any part thereof, or Council for the Town of Saugeen Shores or the Local Planning Appeal Tribunal approves a condominium plan in respect of the Property or any part thereof; or
 - ii. the Unit or any part thereof is transferred, and the Transferee fails to enter into an assumption agreement for this Agreement as required by Section 8 of this Agreement, prior to the date of transfer.
12. Any notices desired or required to be given to any of the parties hereto shall be in writing and shall be delivered by prepaid registered mail, electronic e-mail transmission, facsimile machine or by hand to the appropriate parties as follows:

To The Developer:

HAMPTON WOODS DEVELOPMENT INC.

793728 Back Line East
Flesherton, Ontario
N0C 1E0

Attention: Kevin O’Brien
e-mail: keviwoni@gmail.com

Copy to:

Developer Lawyer

Goldman, Spring, Kichler & Sanders LLP
40 Sheppard Avenue West, Suite 700
Toronto, Ontario M2N 6K9

Attention: Kevin Wahba
e-mail: kevin@goldmanspring.com

To the Town:

**THE CORPORATION OF THE TOWN OF SAUGEEN
SHORES**

600 Tomlinson Drive
PO Box 820,
Port Elgin, ON
N0H 2C0

Attention: Jay Pausner
e-mail: jay.pausner@saugeenshores.ca

or to such other address or to such other named representative which the Parties to be notified shall have given written notice to the other Parties.

The date of receipt of any such notice shall be deemed to be as follows:

- (a) in the case of personal delivery or fax or email transmission, the date of such delivery if on a business day and if not a business day, then the next business day; and
- (b) in the case of registered mail, the second business day following the date of delivery to the post office, provided, however, that in the event that at any time notice is so served there is any cessation (whether anticipated or existing) of mail service affecting the delivery of such mail, the notice shall not be deemed to have been served until five business days after the date that normal mail service is restored.

13. Registration of Agreement:

- (a) This Agreement shall be prepared and registered by the Developer against title to the Units, with the cost borne by the Developer. Upon registration, the Developer shall provide to the Town written confirmation from the Developer's solicitor that this Agreement has been so registered, and a copy of the registered instrument.
- (b) Upon the expiration of the ten (10) year period referred to herein, and upon the written request by the Developer to the Town and payment of the Town's then prevailing fee therefor, the Town shall execute a consent to the discharge of this Agreement from title to the Units.

14. Successors and Assigns: This Agreement shall be binding upon the Developer, its respective successors, executors, heirs and assigns. The Developer may not assign or transfer its rights and obligations under this Agreement without the prior written consent of the Town.

15. Further Assurances: The parties shall execute all such further documents and assurances as may be reasonably required by any of the parties hereto in order to give effect to the provisions of this Agreement.

16. Miscellaneous: Time shall be of the essence of this Agreement and every part hereof and no extension or variation of this Agreement shall operate as a waiver of this provision. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Any assignment by either party hereto will not relieve such party from liability under this Agreement unless the permitted assignee covenants directly with the other party to be bound by the terms and conditions of this Agreement.

17. Entire Agreement: There are no covenants, representations, warranties, agreements or conditions express or implied, collateral or otherwise forming part of or in any way affecting or relating to this Agreement, save as expressly set out in this Agreement, and this Agreement constitutes the entire agreement between

the parties hereto and may not be modified except as expressly herein provided or except by subsequent agreement in equal formalities hereto executed by the parties hereto.

18.**Governing Law:** This Agreement shall be construed in accordance with the laws of the Province of Ontario.

19.**Counterparts:** This Agreement and any amendments or waivers hereto may be executed and accepted in counterparts by fax or electronic transmission and shall be read with all changes of gender and/or number as may be required by the context.

[Signatures on following page]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above mentioned

HAMPTON WOODS DEVELOPMENT INC.

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.

THE CORPORATION OF THE TOWN OF SAUGEEN SHORES

Per: _____
Name:
Title:

Per: _____
Name:
Title:

I/We have authority to bind the corporation.