

**Properties**

PIN 03606 - 0007 LT Interest/Estate Fee Simple  Split  
 Description PT LT 51 PL 81 NEWMARKET; DESIGNATED AS PARTS 1, 6 AND 7 ON PLAN  
 65R-37958; T/W AS TO 1STLY DESCRIBED IN R119505  
 Address MAIN STREET SOUTH  
 NEWMARKET

**Consideration**

Consideration \$2.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

Name MAIN STREET CLOCK INC.  
 Address for Service 590 Alden Road, Suite 211  
 Markham,  
 Ontario L3R 8N2

I, Robert Forrest, Secretary, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Transferee(s)**

Capacity

Share

Name THE CORPORATION OF THE TOWN OF NEWMARKET  
 Address for Service 395 Mulock Drive  
 PO Box 328, Stn Main  
 Newmarket, Ontario L3Y 4X7

**Statements**

The land is being acquired or disposed of by the Crown in Right of Ontario or the Crown in Right of Canada, including any Crown corporation, or any agency, board or commission of the Crown; or a municipal corporation.

**Signed By**

Bruce Lincoln Desmond 188 Avenue Road acting for Signed 2018 08 02  
 Toronto Transferor(s)  
 M5R 2J1

Tel 416-368-2100

Fax 416-368-8206

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Michael Winton 77 King Street West Suite 3000 PO acting for Signed 2018 08 01  
 Box 95 TD Centre Transferee(s)  
 Toronto  
 M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

I have the authority to sign and register the document on behalf of the Transferee(s).

**Submitted By**

FOGLER, RUBINOFF LLP 77 King Street West Suite 3000 PO 2018 08 07  
 Box 95 TD Centre  
 Toronto  
 M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

**Fees/Taxes/Payment**

Statutory Registration Fee \$63.65  
 Provincial Land Transfer Tax \$0.00  
 Total Paid \$63.65

**File Number**

Transferee Client File Number : 18/2691

**LAND TRANSFER TAX STATEMENTS**

In the matter of the conveyance of: 03606 - 0007 PT LT 51 PL 81 NEWMARKET; DESIGNATED AS PARTS 1, 6 AND 7 ON PLAN 65R-37958; T/W AS TO 1STLY DESCRIBED IN R119505

BY: MAIN STREET CLOCK INC.  
TO: THE CORPORATION OF THE TOWN OF NEWMARKET

1. ROBERT N. SHELTON

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF NEWMARKET described in paragraph(s) ((C)) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

4. Explanation for nominal considerations:  
s) other: Transfer to a municipality for other municipal purposes.

5. The land is subject to encumbrance

6. Other remarks and explanations, if necessary.

1. The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
2. The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
3. (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
4. The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
5. The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

**PROPERTY Information Record**

A. Nature of Instrument: Transfer  
LRO 65 Registration No. YR2858474 Date: 2018/08/07

B. Property(s): PIN 03606 - 0007 Address MAIN STREET SOUTH NEWMARKET Assessment 1948020 - 08096700 Roll No

C. Address for Service: 395 Mulock Drive  
PO Box 328, Stn Main  
Newmarket, Ontario L3Y 4X7

D. (i) Last Conveyance(s): PIN 03606 - 0007 Registration No. YR2030376  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Lawrence Michael Winton  
77 King Street West Suite 3000 PO Box 95 TD Centre  
Toronto M5K 1G8

**Properties**

PIN 03606 - 0007 LT  Affects Part of Prop  
 Description PT LT 51 PL 81 NEWMARKET; DESIGNATED AS PARTS 1, 6 AND 7 ON PLAN  
 65R-37958; T/W AS TO 1STLY DESCRIBED IN R119505  
 Address MAIN STREET SOUTH  
 NEWMARKET

**Document to be Discharged**

Registration No.	Date	Type of Instrument
YR2424400	2016 02 01	Charge/Mortgage

**Discharging Party(s)**

This discharge complies with the Planning Act. This discharge discharges the charge.

Name 889436 ALBERTA LTD.  
 Address for Service 2800 - 715 5th Avenue SW, Calgary,  
 Alberta, T2P 2X6  
 I, Dennis Nerland, A.S.O., have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

The party giving this discharge is the original chargee and is the party entitled to give an effective discharge

**Signed By**

Bruce Lincoln Desmond	188 Avenue Road Toronto M5R 2J1	acting for Applicant(s)	Signed	2018 08 02
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Tel 416-368-2100

Fax 416-368-8206

I have the authority to sign and register the document on behalf of the Applicant(s).

**Submitted By**

KAGAN SHASTRI	188 Avenue Road Toronto M5R 2J1	2018 08 07
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Tel 416-368-2100

Fax 416-368-8206

**Fees/Taxes/Payment**

Statutory Registration Fee	\$63.65
Total Paid	\$63.65

**Properties**

PIN 03606 - 0005 LT Interest/Estate Fee Simple  Split  
 Description PT LT 2 PL 29 NEWMARKET; PT LTS 50 AND 51 PL 81 NEWMARKET, DESIGNATED  
 AS PART 3 ON PLAN 65R-37958; S/T NE10609  
 Address 438 PARK AV  
 NEWMARKET

**Consideration**

Consideration \$2.00

**Transferor(s)**

The transferor(s) hereby transfers the land to the transferee(s).

Name THE CORPORATION OF THE TOWN OF NEWMARKET  
 Address for Service 395 Mulock Drive  
 PO Box 328, Str  
 Main  
 Newmarket, Ontario L3Y 4X7

I, Robert N. Shelton, Chief Administrative Officer,, have the authority to bind the corporation.

This document is not authorized under Power of Attorney by this party.

**Transferee(s)***Capacity**Share*

Name MAIN STREET CLOCK INC.  
 Address for Service 590 Alden Road, Suite 211  
 Markham, Ontario L3R 8N2

**Statements**

The land is being acquired or disposed of by the Crown in Right of Ontario or the Crown in Right of Canada, including any Crown corporation, or any agency, board or commission of the Crown; or a municipal corporation.

**Signed By**

Lawrence Michael Winton 77 King Street West Suite 3000 PO acting for Signed 2018 08 01  
 Box 95 TD Centre Transferor(s)  
 Toronto  
 M5K 1G8

Tel 416-864-9700

Fax 416-941-8852

I have the authority to sign and register the document on behalf of the Transferor(s).

Bruce Lincoln Desmond 188 Avenue Road acting for Signed 2018 08 02  
 Toronto Transferee(s)  
 M5R 2J1

Tel 416-368-2100

Fax 416-368-8206

I have the authority to sign and register the document on behalf of the Transferee(s).

**Submitted By**

KAGAN SHASTRI 188 Avenue Road 2018 08 07  
 Toronto  
 M5R 2J1

Tel 416-368-2100

Fax 416-368-8206

**Fees/Taxes/Payment**

Statutory Registration Fee \$63.65  
 Provincial Land Transfer Tax \$0.00  
 Total Paid \$63.65

*The applicant(s) hereby applies to the Land Registrar.*

**File Number**

Transferor Client File Number : 18/2691

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**LAND TRANSFER TAX STATEMENTS**

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In the matter of the conveyance of: 03606 - 0005 PT LT 2 PL 29 NEWMARKET; PT LTS 50 AND 51 PL 81 NEWMARKET,  
DESIGNATED AS PART 3 ON PLAN 65R-37958; S/T NE10609

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BY: THE CORPORATION OF THE TOWN OF NEWMARKET

TO: MAIN STREET CLOCK INC.

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1. ROBERT FORREST

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) ( ) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for MAIN STREET CLOCK INC. described in paragraph(s) ((c)) above.
- (f) A transferee described in paragraph ( ) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph ( ) and as such, I have personal knowledge of the facts herein deposed to.
- 

3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

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4.

Explanation for nominal considerations:

s) other: Transfer from a municipality for other municipal purposes.

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5. The land is not subject to an encumbrance

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6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
  - The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
  - (c) The transferee(s) is not a "foreign entity" or a "taxable trustee".
  - The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
  - The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.
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**PROPERTY Information Record**

A. Nature of Instrument: Transfer  
LRO 65 Registration No. YR2858476 Date: 2018/08/07

B. Property(s): PIN 03606 - 0005 Address 438 PARK AV Assessment 1948020 - 08039300  
NEWMARKET Roll No

C. Address for Service: 590 Alden Road, Suite 211  
Markham, Ontario L3R 8N2

D. (i) Last Conveyance(s): PIN 03606 - 0005 Registration No. R652292  
(ii) Legal Description for Property Conveyed: Same as in last conveyance? Yes  No  Not known

E. Tax Statements Prepared By: Bruce Lincoln Desmond  
188 Avenue Road  
Toronto M5R 2J1

**Properties**

PIN 03606 - 0007 LT Interest/Estate Fee Simple  Add Easement

Description SERVICENT LANDS:  
 FIRSTLY, LOT 1 ON PLAN 29, PART OF LOT 2 ON PLAN 29 AND LOT 49 ON PLAN 81, DESIGNATED AS PARTS 1 AND 2 ON PLAN 65R-20609, TOWN OF NEWMARKET, BEING PIN 03606-0081 (LT); (II) SECONDLY, PART OF LOT 50 ON PLAN 81, NEWMARKET; PART OF LOT 51 ON PLAN 81, NEWMARKET; PART OF LOT 52 ON PLAN 81, NEWMARKET, DESIGNATED AS PART 1 ON PLAN 65R-11342; TOGETHER WITH AS TO FIRSTLY DESCRIBED IN R119505, TOWN OF NEWMARKET, SAVE AND EXCEPT FOR PARTS 1, 6 AND 7 ON PLAN 65R-37958, AND (III) THIRDLY, PART 3 ON PLAN 65R-37958

DOMINANT LANDS:  
 FIRSTLY, PART OF LOT 2, PLAN 29, NEWMARKET, AS IN IF318, IF309, IF317, SAVE AND EXCEPT A7061A; LOT 3 ON PLAN 29, NEWMARKET; LOT 4 ON PLAN 29, NEWMARKET; LOT 5 ON PLAN 29, NEWMARKET; LOT 9 ON PLAN 29, NEWMARKET; PART OF LOT 50 ON PLAN 81, NEWMARKET AS IN IF317; PART OF LOT 51 ON PLAN 81, NEWMARKET, AS IN B74672B; PART OF LOT 52 ON PLAN 81, NEWMARKET, AS IN B74672B; PART OF LOT 53 ON PLAN 81, NEWMARKET, A IN IF309 AND IF305; SUBJECT TO NE10608, NEWMARKET, SAVE AND EXCEPT FOR PART 3 ON PLAN 65R-37958; AND (II) SECONDLY, PARTS 1, 6 AND 7 ON PLAN 65R-37958,

Address MAIN STREET SOUTH  
 NEWMARKET

**Consideration**

Consideration \$2.00

**Transferor(s)**

The transferor(s) hereby transfers the easement to the transferee(s).

Name MAIN STREET CLOCK INC.  
 Address for Service 590 Alden Road, Suite 211  
 Markham,  
 Ontario L3R 8N2

I, Robert Forrest, Secretary, have the authority to bind the corporation.  
 This document is not authorized under Power of Attorney by this party.

<b>Transferee(s)</b>	<b>Capacity</b>	<b>Share</b>
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Name	THE CORPORATION OF THE TOWN OF NEWMARKET	
Address for Service	395 Mulock Drive PO Box 328, Stn Main Newmarket, Ontario L3Y 4X7	

**Statements**

Schedule: See Schedules

**Signed By**

Bruce Lincoln Desmond	188 Avenue Road Toronto M5R 2J1	acting for Transferor(s)	Signed	2018 08 02
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Tel 416-368-2100  
 Fax 416-368-8206

I have the authority to sign and register the document on behalf of the Transferor(s).

Lawrence Michael Winton	77 King Street West Suite 3000 PO Box 95 TD Centre Toronto M5K 1G8	acting for Transferee(s)	Signed	2018 08 01
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Tel 416-864-9700  
 Fax 416-941-8852

I have the authority to sign and register the document on behalf of the Transferee(s).



**Submitted By**

FOGLER, RUBINOFF LLP

77 King Street West Suite 3000 PO  
Box 95 TD Centre  
Toronto  
M5K 1G8

2018 08 07

Tel 416-864-9700

Fax 416-941-8852

**Fees/Taxes/Payment**

<i>Statutory Registration Fee</i>	\$63.65
<i>Provincial Land Transfer Tax</i>	\$0.00
<i>Total Paid</i>	\$63.65

**File Number**

*Transferee Client File Number :* 18/2691

## LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 03606 - 0007

### SERVIENT LANDS:

FIRSTLY, LOT 1 ON PLAN 29, PART OF LOT 2 ON PLAN 29 AND LOT 49 ON PLAN 81, DESIGNATED AS PARTS 1 AND 2 ON PLAN 65R-20609, TOWN OF NEWMARKET, BEING PIN 03606-0081 (LT); (II) SECONDLY, PART OF LOT 50 ON PLAN 81, NEWMARKET; PART OF LOT 51 ON PLAN 81, NEWMARKET; PART OF LOT 52 ON PLAN 81, NEWMARKET, DESIGNATED AS PART 1 ON PLAN 65R-11342; TOGETHER WITH AS TO FIRSTLY DESCRIBED IN R119505, TOWN OF NEWMARKET, SAVE AND EXCEPT FOR PARTS 1, 6 AND 7 ON PLAN 65R-37958, AND (III) THIRDLY, PART 3 ON PLAN 65R-37958

### DOMINANT LANDS:

FIRSTLY, PART OF LOT 2, PLAN 29, NEWMARKET, AS IN IF318, IF309, IF317, SAVE AND EXCEPT A7061A; LOT 3 ON PLAN 29, NEWMARKET; LOT 4 ON PLAN 29, NEWMARKET; LOT 5 ON PLAN 29, NEWMARKET; LOT 9 ON PLAN 29, NEWMARKET; PART OF LOT 50 ON PLAN 81, NEWMARKET AS IN IF317; PART OF LOT 51 ON PLAN 81, NEWMARKET, AS IN B74672B; PART OF LOT 52 ON PLAN 81, NEWMARKET, AS IN B74672B; PART OF LOT 53 ON PLAN 81, NEWMARKET, A IN IF309 AND IF305; SUBJECT TO NE10608, NEWMARKET, SAVE AND EXCEPT FOR PART 3 ON PLAN 65R-37958; AND (II) SECONDLY, PARTS 1, 6 AND 7 ON PLAN 65R-37958,

BY: MAIN STREET CLOCK INC.

TO: THE CORPORATION OF THE TOWN OF NEWMARKET

### 1. ROBERT N. SHELTON

I am

- (a) A person in trust for whom the land conveyed in the above-described conveyance is being conveyed;
- (b) A trustee named in the above-described conveyance to whom the land is being conveyed;
- (c) A transferee named in the above-described conveyance;
- (d) The authorized agent or solicitor acting in this transaction for \_\_\_\_\_ described in paragraph(s) (\_\_) above.
- (e) The President, Vice-President, Manager, Secretary, Director, or Treasurer authorized to act for THE CORPORATION OF THE TOWN OF NEWMARKET described in paragraph(s) ((c)) above.
- (f) A transferee described in paragraph (\_\_) and am making these statements on my own behalf and on behalf of \_\_\_\_\_ who is my spouse described in paragraph (\_\_) and as such, I have personal knowledge of the facts herein deposed to.

### 3. The total consideration for this transaction is allocated as follows:

(a) Monies paid or to be paid in cash	\$2.00
(b) Mortgages (i) assumed (show principal and interest to be credited against purchase price)	\$0.00
(ii) Given Back to Vendor	\$0.00
(c) Property transferred in exchange (detail below)	\$0.00
(d) Fair market value of the land(s)	\$0.00
(e) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$0.00
(f) Other valuable consideration subject to land transfer tax (detail below)	\$0.00
(g) Value of land, building, fixtures and goodwill subject to land transfer tax (total of (a) to (f))	\$2.00
(h) VALUE OF ALL CHATTELS -items of tangible personal property	\$0.00
(i) Other considerations for transaction not included in (g) or (h) above	\$0.00
(j) Total consideration	\$2.00

### 4.

Explanation for nominal considerations:

- o) Transfer of easement or right of way for no consideration.

### 5. The land is not subject to an encumbrance

### 6. Other remarks and explanations, if necessary.

- The information prescribed for purposes of section 5.0.1 of the Land Transfer Tax Act is not required to be provided for this conveyance.
- The transferee(s) has read and considered the definitions of "designated land", "foreign corporation", "foreign entity", "foreign national", "specified region" and "taxable trustee" as set out in subsection 1(1) of the Land Transfer Tax Act. The transferee(s) declare that this conveyance is not subject to additional tax as set out in subsection 2(2.1) of the Act because:
- (h) OTHER Transfer of easement or right of way for no consideration
- The transferee(s) declare that they will keep at their place of residence in Ontario (or at their principal place of business in Ontario) such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act for a period of at least seven years.
- The transferee(s) agree that they or the designated custodian will provide such documents, records and accounts in such form and containing such information as will enable an accurate determination of the taxes payable under the Land Transfer Tax Act, to the Ministry of Finance upon request.

## PROPERTY Information Record

A. Nature of Instrument: Transfer Easement

LRO 65 Registration No. YR2858477

Date: 2018/08/07



## TRANSFER OF EASEMENT

Transfer of easement agreement between Main Street Clock Inc. (the "**Transferor**") and Corporation of the Town of Newmarket (the "**Transferee**") dated as of July 30, 2018.

### WHEREAS:

- A. The Transferor is the owner of the lands legally described as: (i) Firstly, Lot 1 on Plan 29, Part of Lot 2 on Plan 29 and Lot 49 on Plan 81, designated as Parts 1 and 2 on Plan 65R-20609, Town of Newmarket, being PIN 03606-0081 (LT); (ii) Secondly, Part of Lot 50 on Plan 81, Newmarket; part of Lot 51 on Plan 81, Newmarket; Part of Lot 52 on Plan 81, Newmarket, designated as Part 1 on Plan 65R-11342; together with as to firstly described in R119505, Town of Newmarket, save and except for Part 1, 6 and 7 on Plan 65R-37958, being Part of PIN 03606-0007 (LT); and (iii) Thirdly, Part 3 on Plan 65R-37958, being Part of PIN 03606-0005 (LT) (collectively, the "**Servient Lands**"); and
- B. The Transferee is the owner of the lands legally described as: (i) Firstly, Part of Lot 2, Plan 29, Newmarket, as in IF318, IF309, IF317, save and except A7061A; Lot 3 on Plan 29, Newmarket; Lot 4 on Plan 29, Newmarket; Lot 5 on Plan 29, Newmarket; Lot 9 on Plan 29, Newmarket; Part of Lot 50 on Plan 81, Newmarket, as in IF317; Part of Lot 51 on Plan 81, Newmarket, as in B74672B; Part of Lot 52 on Plan 81, Newmarket, as in B74672B; Part of Lot 53 on Plan 81, Newmarket, a in IF309 and IF305; subject to NE10608, Newmarket, save and except for Part 3 on Plan 65R-37958, being Part of PIN 03606-0005(LT); and (ii) Secondly, Part 1, 6 and 7 on Plan 65R-37958, being Part of PIN 06303-0007 (LT) (collectively the "**Dominant Lands**").

**NOW THEREFORE**, in consideration of Two Dollars (\$2.00) now paid by the Transferee to the Transferor (the receipt and sufficiency of which are hereby acknowledged by the Transferor), the parties agree as follows:

1. The Transferor hereby transfers to the Transferee (for the benefit of the Dominant Lands) a non-exclusive easement over, along and across those portions of the Servient Lands comprised of Parts 2 and 3 on Plan 65R-37958 (the "**Easement Lands**"):
  - a. for pedestrian and vehicular access to and egress from the Dominant Lands, for the benefit of all owners, occupants and tenants of the Dominant Lands from time to time and their respective tenants, guests, customers, agents, contractors and other invitees; and
  - b. for the Transferee and its respective officers, employees, workers, permittees, servants, agents, contractors and subcontractors, with or without vehicles, supplies, machinery, plant, material and equipment, to enter on, exit from and pass and repass in order to erect, maintain, operate, repair, replace, relocate, upgrade, reconstruct and/or remove, at any time and from time to time, at the Transferee's sole cost and expense, all infrastructure and equipment relating to

any sewer, hydro and other utilities located on or below the Easement Lands. The Transferee agrees that: (i) at any time it enters onto the Easement Lands, it shall use commercially reasonable efforts to minimize any disruption to the business of the Transferor and its tenants on and from the Servient Lands or any part thereof; and (ii) it shall, as soon as reasonably possible, at its sole cost and expense, repair, or cause to be repaired, in a good and workmanlike manner, any damage caused to the Easement Lands by reason of the exercise of the rights pursuant to this Section 1(b).

2. These easements and all rights and obligations expressed herein shall extend to and shall be binding upon the Servient Lands and enure to the benefit of the Dominant Lands. If a party transfers, conveys or otherwise deals with its lands or any part thereof so that another party acquires an ownership interest therein (which, in the case of any lands registered under the *Condominium Act, 1998* (Ontario) shall be deemed to be the condominium corporation and not the owners of units in the condominium), each such transferee shall be bound hereby to the extent of its interest acquired in the lands of such party.
3. Each of the Transferor and the Transferee shall execute and deliver to the other such documents, assurances, indentures and transfers as may be necessary to grant, transfer, convey or confirm any easements or rights thereto purported to be granted herein.
4. All of the mutual covenants, conditions and agreements herein shall be conditional upon compliance with the subdivision control provisions *Planning Act* (Ontario). Unless and until all necessary consents, if any, under the subdivision control provisions of the *Planning Act* (Ontario) for the granting of the easements herein have been obtained and any and all conditions imposed with respect to each such consent have been complied with, the term of the easements granted herein shall end on the day that is twenty-one years less one day after the date hereof.