

MUNICIPAL CAPITAL FACILITIES AND MUNICIPAL BENEFITS AGREEMENT

THIS AGREEMENT MADE this 8th day of February, 2022.

B E T W E E N:

**SHINING HILL ESTATES COLLECTION INC.
16250 YONGE ST. INC.
EMILIO SACCUCCI
CONCETTA SACCUCCI
2512606 ONTARIO INC.**

(Collectively the "Developer")

- and -

CORPORATION OF THE TOWN OF NEWMARKET

(the "Town")

WHEREAS:

- A. The Developer warrants and represents that it is the current owner of the lands and premises as identified and described in Schedule "A", as depicted on Schedule "B" (hereinafter called the "**Lands**");
- B. The Developer proposes to add further permissions for both residential and non-residential uses on the Lands as identified in an application bearing the Town File No. D09 NP 2012 which the Developers filed with the Town to amend the Town's Official Plan (the "**OPA**");
- C. The Developer wishes, pursuant to Section 110 of the *Municipal Act*, 2001, to enter into a municipal capital facilities agreement with the Town for contributions to the municipal capital facilities described herein, all of which will directly benefit the Developer, existing and future residents within the Lands as well as their visitors, Town residents and the public more generally;
- D. The Town wishes, pursuant to Section 110 of the *Municipal Act*, 2001, to utilize the Developers' contributions pursuant to this Agreement to acquire municipal capital facilities that the Town will own and operate by providing the services of employees of the Town at no cost to the Developer;

- E. The municipal capital facilities to be funded pursuant to this Agreement include facilities related to the provision of cultural and recreational purposes, as well as municipal housing project facilities, each of which qualifies as a class of municipal capital facilities described, respectively, in subsection 2.1(16) and 2.1(18) of Ontario Regulation 603/06;
- F. The Town is responsible for and has broad authority related to the provision of any service or thing that it considers necessary or desirable for the public including public assets it acquires for the purpose of exercising its authority as well as the economic, social and environmental well-being of the Town pursuant to Section 11 of the *Municipal Act, 2001* ("the Act") and wishes to exercise its authority to enter into an agreement with the Developer to achieve standards that will assist the Town in fulfilling its strategic priorities related to these responsibilities;
- G. The Developer wishes to enter into an agreement with the Town and to commit that they will assist the Town in fulfilling its strategic priorities related to the Town's responsibilities identified in Recital F through its commitment to the actions and measures identified in this agreement, to the mutual benefit of the Town and Developer. This Agreement does not impact or reduce the contributions that the Town is entitled to request from the Developer under the Planning Act, Development Charges Act or any other legislation in regard to the future development of lands owned by the Developer.

THEREFORE, in consideration of the making of this Agreement and the mutual covenants contained herein, the parties, undertake, covenant and agree as follows:

ARTICLE 1

CONTRIBUTIONS

- 1.1 The Developer will make the following contributions to the Town for the following cultural, recreational and housing facilities at the sole cost and expense of the Developer:
 - (a) A contribution of \$1,000,000.00 to provide seed funding for a Green Environmental Fund that will facilitate the Town's greenhouse gas emission reduction initiatives such as solar power, tree planting and geothermal technologies. The contribution shall be payable in instalments of \$250,000.00 each, with the first payment being due and owing on or before January 1, 2024, and on each anniversary date after the first installment is made, until paid in full.
 - (b) A contribution of \$12,500.00 per residential unit within the Lands that will be allocated and used by the Town as follows:
 - (i) \$4,000.00 for a Green Environmental Fund to be established by the Town,
 - (ii) \$5,000.00 for the Town's Mulock House Heritage Fund to be established by the Town ,
 - (iii) \$2,500.00 to be used for multi-use paths and active transportation in Newmarket with an initial focus on Mulock Drive, and
 - (iv) \$1,000.00 for the Town's Public Art Fund.

The contribution is payable on the date that the Town issues each building permit for a residential unit within the Lands, except that no contribution shall be required for any residential unit that is constructed by a non-profit housing provider.

- (c) To facilitate the relocation of the Newmarket Tennis Club, construct a clubhouse of no more than 1,500 square feet as well as twelve (12) outdoor tennis courts, required lighting and a minimum of 100 paved or permeable parking spaces to service the tennis facility. These facilities will be constructed on land at the west end of the Phase One Shining Hill development lands, that are under current development by the Developer pursuant to a subdivision application bearing the Town File No. 19TN-2018-001 and contained in M-Plan 65M- 4683 and as shown on Schedule "B1" of this Agreement. The ownership of the subject land was transferred to the Town by one of the Developer at the time the plan of subdivision for Phase One of the Shining Hill development was registered. The layout and design of the facilities shall be approved by the Town, acting reasonably and having regard for the standards that are applied to recreational facilities constructed by the Town, as determined by the Town's Community Services Commissioner. The facilities shall be complete by no later than October, 2023 and shall be delivered to the Town free of all construction-related encumbrances.
- (d) Transfer to Housing York or another non-profit housing provider identified by the Town, for no remuneration, a block of land having all necessary servicing connections and an area of no more than 2.5 acres for development as an affordable rental housing project. The location of the block shall be identified by the Town in consultation with the Developer and will be located within the Lands near the planned commercial uses. The transfer of the land shall take place on or before the date that the first plan of subdivision or development agreement for the Lands is registered or at such later date as mutually agreed between the Developer and the Town. The transfer will be subject to a restriction that requires the block of land to be re-conveyed to the Developer that transfers the subject land or as that Developer may direct, for no remuneration, should the transferee seek to transfer or develop the block for any purpose other than an affordable rental housing project.
- (e) Transfer to the Town and prepare to the Town's satisfaction within the Lands, a community garden of at least one acre on lands which may include lands that are otherwise not developable within the Lands, excluding the Core Environmental Lands, in a location that is mutually agreed upon by the Town and the Developer. The community garden site will be in close proximity to one or more affordable housing projects within the Lands and will include a parking lot, site fencing, an outbuilding, soil suitable for a garden use, as well as access to a water source and installation of a dedicated water connection to service the garden. The lands will be easily accessible by vehicles and by pedestrians and will front onto a public road unless otherwise agreed to by the Town. The community garden land that will be transferred to the Town by the Developer shall be above and beyond lands required to satisfy requirements contained in environmental legislation and regulations and the subdivision approval process for the Lands including, without limitation, parkland. The community garden site shall be prepared for planting on or before the first residential unit within the Lands is occupied or at such later time as determined by the Town. The community garden lands will be transferred to the Town on or before the date that

the first plan of subdivision or development agreement for the Lands is registered or at such later date as mutually agreed by the Town and the Developer.

- (f) Transfer to the Town at least one acre of land and construct to the Town's satisfaction one or more leash-free dog parks on the Lands including related site fencing and parking lot to support the amenity. The location of the dog park(s) will be on lands and in an area approved by the Town which may include lands that are otherwise not developable, excluding the Core Environmental Lands. The leash-free dog park land that will be transferred to the Town by the Developer shall be above and beyond lands required to satisfy requirements contained in environmental legislation and regulations and the subdivision approval process for the Lands including, without limitation, parkland. The construction of the leash-free dog park(s) shall be completed on or before the first residential unit within the Lands is occupied or at such later time as determined by the Town. The leash-free dog park(s) will be transferred to the Town on or before the date that the first plan of subdivision or development agreement for the Lands is registered or at such later date as mutually agreed by the Town and the Developer.
- (g) Transfer to the Town or other public authority determined by the Town all core environmental lands located within the Lands, comprised of a minimum of eighty (80) acres and are located in the general area shown on Schedule "F", which shall be subject to further refinement through the development processes, and which lands shall not be re-designated for urban development (the "**Core Environmental Lands**"). The Developer will construct on the Core Environmental Lands a minimum of six (6) kilometers of walking trails that are paved and/or naturalized, as and where determined by the Town's Community Services Commissioner (the "**Walking Trails**"). The transfer of the Core Environmental Lands shall occur on or before the date that is five (5) years from the date the OPA is finally approved and in effect or such later date as mutually agreed between the Town and the Developer. The Developer shall ensure Town and public road access to the Core Environmental Lands through the development approval process for the Lands. The transfer of the Core Environmental Lands does not reduce or alter the requirements of the *Planning Act* in relation to requirements to provide neighbourhood parks, buffers and other amenities and lands that will be determined at the time each application for subdivision is considered by the Town. The location of the Walking Trails shall be identified and delineated in accordance with applicable environmental legislation and regulations and will be implemented through the subdivision approval process for the Lands. The Walking Trails shall meet the standards under the *Accessibility for Ontarians with Disabilities Act, 2005*.

The Developer warrants and represents that until such time that the Core Environmental Lands are transferred to the Town the Developer shall not develop the Core Environmental Lands, or permit the development of the Core Environmental Lands, including, without limitation, the Developer shall not make or permit to be made any application to re-designate the Core Environmental Lands under any applicable land use policies.

- (h) Construct a grouping of 30 ground-related Dwelling Units (as defined in s.3.1(b)) as a "Discovery Homes" project as described in Schedule "C". The Discovery Homes

project will be in a location within the Lands that is mutually agreed upon by the Town and the Developer, and will be included within the first phase of development of the Lands. The parties acknowledge that both the Town and Developer intends to showcase these homes as a demonstration of what can be achieved to protect the environment by working together.

- 1.2 The specific determination of the use and allocation of the contributions referred to in this article shall be determined by the Town in its sole and absolute discretion. For greater clarity, the municipal capital facilities referred to in this article and funding received pursuant to this Agreement will not impact or replace Development Charges or other payments that accrue, nor will give rise to Development Charges credits that may arise, in the normal course of land development.
- 1.3 All lands that the Developer agrees to transfer to the Town, other public authorities or non-profit housing providers under this Agreement shall:
- (a) Be in fee simple for nominal consideration (\$2.00),
 - (b) Be free and clear of all title and other encumbrances that are not accepted by the Town in the usual course, and
 - (c) Satisfy the environmental regulatory requirements that are applicable to the purpose for which the subject land is intended to be used, as identified under applicable environmental laws and regulations.

ARTICLE 2

TOWN STAFFING OF MUNICIPAL CAPITAL FACILITIES

- 2.1 The Town shall be solely responsible for operating and maintaining the facilities that the Developer is to construct for the Town pursuant to this Agreement and at no cost to the Developer following the completion of the applicable improvements. All financial contributions to be made by the Developer to the Town shall be fixed in the amounts identified by this Agreement and shall not be subject to interest or indexing.

ARTICLE 3

CONSTRUCTION STANDARDS AND TREE PLANTING

- 3.1 a) The Developer warrants and represents that it shall design and construct in the development of the Lands complete communities and housing where residents can live, work, shop and access services in close proximity to where they live. Such design and construction shall incorporate bike lanes, connectivity through greenspace, park amenities and other features to ensure that this connectivity is achieved. The details of the complete communities will be implemented through the plan of subdivision process.
- b) The Developer warrants and represents that it will, when it applies for rezoning within the Lands, include a range of housing types including without limitation, multi-family residential units that will accommodate condominiums and rental tenure, detached and semi-detached residential buildings (the “**Dwelling Units**”), and will ensure a minimum of 25 Dwelling Units will include fully finished legal basement secondary suites.

- c) The Developer warrants and represents that it will design and construct within the Lands some housing specifically directed to address the housing needs of seniors and a rapidly aging population, which design and construction shall be subject to consultation with professional experts in seniors' housing design. Such housing shall include, without limitation, designs that avoid or limit factors that may impede ambulatory function such as multi-storey dwelling units without elevators.
- 3.2 With respect to low impact development (LID) for storm water management in servicing the Lands the Developer warrants and represents that it will adhere to and meet the exceeded standards implemented in the MacGregor Farm development in Newmarket pursuant to an application bearing Town File Number 19TN-2012-002.
- 3.3 For all Dwelling Units that the Developer or its builders construct within the Lands, they will assure that the Energy Star certification standards or equivalent are exceeded. The Developer, for grade related homes, will provide an energy or heat recovery ventilator, a conduit or sleeve that will allow for future wiring of roof-mounted solar panels, an electrical supply outlet for EV cars/trucks, drain water heat recovery system and native species plant material where required. For mid-rise or multi-tenant buildings, geothermal technologies or equivalent alternatives will be incorporated
- 3.4 To facilitate strategic reforestation within the Lands, the Developer will plant a minimum of 5,000 trees in reforestation areas assigned by the Town and the Lake Simcoe Region Conservation Authority. This requirement shall be over and above the Town's standard lot and tree planting requirements. The location of the trees associated with strategic reforestation will be identified through the subdivision approval process as development proceeds within the Lands. The reforestation is unrelated to and will not impact any tree planting that the Town may require under the Planning Act as part of the land development process. The planting of the trees shall be implemented through the land development process for the Lands.

ARTICLE 4

TERM

- 4.1 The term of this Agreement shall be from the effective date to the latest date that all obligations and commitments of the Developer under this Agreement are fulfilled.

ARTICLE 5

JOINT AND SEVERAL OBLIGATIONS AS COVENANTS

- 5.1 The Developer and each entity comprising the Developer shall be jointly and severally liable for satisfying the obligations and commitments of the Developer under this Agreement.
- 5.2 Each obligation expressed in this Agreement, even though not expressed as covenants, are considered to be covenants for all purposes.
- 5.3 Unless otherwise expressly stated in this Agreement with respect to a particular obligation, this Agreement does not impact or reduce the contributions that the Town is entitled to request from the Developer under the Planning Act, Development Charges Act or any other legislation in regards to the future development of the Lands.

ARTICLE 6
ENUREMENT

- 6.1 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 6.2 In the event that a Developer transfers title to all or a portion of the Lands before all of the matters set out in this Agreement are completed to the satisfaction of the Town, the affected Developer will, prior to transfer of title to the subject portion of the Lands, provide the Town with a fully executed Assumption Agreement, in the form attached as "Schedule D". This obligation shall not include the purchasers of individual Dwelling Units from the Developer or from other builder(s) within the Lands.
- 6.3 The Developer covenants and agrees that the Town shall be entitled to register an application to the applicable Land Registrar under s.118 of the Land Titles Act to place a restriction on the transfer, sale, disposition, mortgage or charge of the Lands, in whole or in part, without the consent of the Town (the "**Restriction**"), and at the Developer's expense. The Restriction shall have priority over all other registered encumbrances, save and except easements that are registered on title to the Lands as of the date of this Agreement and any agreements with a public authority that are required in order for the Developer to obtain development approvals (collectively the "**Restriction Exemptions**"). The Developer shall obtain any necessary postponements to the Restriction for all encumbrances, except for the Restriction Exemptions. Concurrently with the delivery to the Town of this Agreement executed by the Developer, the Developer shall: (a) message to the Town's solicitor, through the Teranet land registration system, the completed and signed Restriction application in the form attached as Schedule "E", and (b) shall deliver to the Town an executed Acknowledgement and Direction authorizing the registration of the Restriction application. The Developer shall deliver to the Town, within thirty days of its execution of this Agreement, copies of registered postponements to the Restriction for all registered encumbrances on the Lands except for the Restriction Exemptions.

The Town agrees that it will execute documentation required to provide its consent, provided that the Developer is then in good standing under this Agreement, for the following registrations:

- (i) Mortgage financing that the Developer confirms is required for purposes of developing the Lands provided that: (a) any transfer of charge includes the consent of the transferee in the transfer of charge to the Restriction; and (b) any discharge of charge shall require that a new Restriction be registered on the land which is subject to the discharge of charge; and (c) any charge includes the consent of the mortgagee to the continuance of the Restriction.
- (ii) Transfer of any portion of the Lands from any one of the existing individuals or entities that make up the Developer to another named Developer(s) under this Agreement provided that: (a) the transfer to the purchaser includes the transferee's consent to the continuance of the Restriction; and
- (iii) The transfer of any portion of the Lands by the Developer, provided that (a) the purchaser executes an assumption agreement, as provided for in this

Agreement, and (b) the transfer to the purchaser includes the transferee's consent to the continuance of the Restriction.

The Restriction shall be released by the Town on the applicable portion of the Lands on the following dates:

- (a) For the transfer of any land to a public authority required to enter into to obtain development approvals for the Lands or as required by this Agreement, on the date the Developer transfers land to the public authority;
- (b) For land included in any agreement that the Developer is required to enter into to obtain development approvals for the Lands (the "**Development Agreement**"), on the date that the Development Agreement is registered, provided that any outstanding obligation under the Development Agreement and this Agreement has been satisfied or secured to the Town's satisfaction;
- (c) For land within a plan of subdivision, on the date each plan of subdivision within the Lands is released by the Town for registration, provided that any outstanding obligation of such plan of subdivision and under this Agreement has been satisfied or secured to the Town's satisfaction; or
- (d) For any portion of the Lands that has not yet been released by the Town, on the expiry of the term of this Agreement as provided for in Section 4.1.

ARTICLE 7

RECITALS AND SCHEDULES

- 7.1 The parties agree that the recitals set out in this Agreement are true in substance and in fact, and that the Recitals and Schedules form an integral part of this Agreement.

ARTICLE 8

PARTIAL INVALIDITY

- 8.1 If any provision of this Agreement or the application of it to any person or circumstances is held to any extent invalid or unenforceable, the remainder of this Agreement or the application of its provisions to persons or circumstances other than those as to which it is held invalid or unenforceable is not affected.

ARTICLE 9

NO CHALLENGE TO AGREEMENT

- 9.1 The Developer and the Town agree with each other not to call into question or challenge, directly or indirectly, in any proceeding, action or application or in any manner, the other party's right or authority to enter into and enforce this Agreement in whole or in part. The Developer and the Town agree, understand and acknowledge that they have entered into this Agreement completely voluntarily and that adequate consideration has and will follow from each party to the other. Both the Developer and the Town acknowledge and agree that this provision may be pleaded by either

party in any proceeding, action or application as an estoppel of any such proceeding, action or application.

ARTICLE 10
NO FETTERING OF DISCRETION

- 10.1 The Developer and the Town agree with each other that, notwithstanding any other provision in this Agreement, none of the provisions of this Agreement is intended to operate, nor shall operate or have the effect of operating to, in any way, fetter the discretion of the Town or its Council with respect to any discretionary powers, duties or authorities. The Developer acknowledge that it will not obtain any advantageous planning, servicing, financial or other consideration or treatment by virtue of having entered into this Agreement.

ARTICLE 11
FURTHER ASSURANCES

- 11.1 The parties shall do and execute all such further acts, deeds, instruments or things as may be necessary or desirable for the purpose of carrying out the intent of this Agreement.

ARTICLE 12
COUNTERPARTS

- 12.1 This Agreement may be executed in one or more counterparts all of which taken together shall constitute one and the same instrument. Delivery of a digital copy of the executed signature page to this Agreement shall be as effective as delivery of an originally executed signature. Counterparts shall be accepted in original, electronic, or facsimile form, and the parties to this Agreement adopt any signatures received by receiving facsimile or electronic mail as original signatures of the parties.

ARTICLE 13
EFFECTIVE DATE

- 13.1 This Agreement shall be effective on the date of execution by the Town evidenced by the date identified on the first page of this Agreement.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF this Agreement is executed on the date first written above.

SHINING HILL ESTATES COLLECTION INC.

Per: 

Angelo DeGasperis, A.S.O.

Per: 

Paul Bailey, A.S.O.

We have authority to bind the corporation

16250 YONGE ST. INC.

Per: 

Angelo DeGasperis, A.S.O.

Per: 

Paul Bailey, A.S.O.

We have authority to bind the corporation

2512606 ONTARIO INC.

Per: 

Angelo DeGasperis, A.S.O.

Per: 

Paul Bailey, A.S.O.

We have authority to bind the corporation



Witness:



Witness:



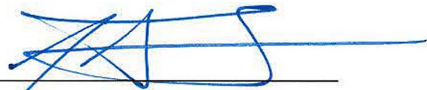
EMILIO SACCUCCI

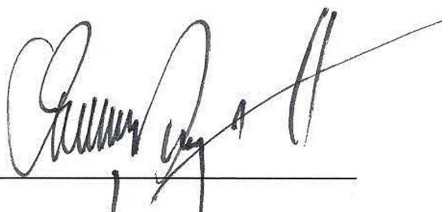


CONCETTA SACCUCCI

**CORPORATION OF THE TOWN OF
NEWMARKET**

Authorized by Item 6.7 of the Committee of
the Whole on January 31, 2022 which was
ratified by Council on February 7, 2022.

Per: 
John Taylor, Mayor

Per: 
Ian McDougall, Chief Administrative Officer

We have authority to bind the corporation

SCHEDULE "A"

DESCRIPTION OF THE LANDS

FIRSTLY:

PIN 03626-2493(LT) – 16250 Yonge St. Inc.

PART LOT 87, CONCESSION 1 KING PARTS 1, 2 & 3, 65R37198 EXCEPT 65M4683; SUBJECT TO AN EASEMENT OVER PART 2, 65R37198 AS IN R709924; TOWN OF NEWMARKET

SECONDLY:

PI N 03626-1069(LT) – Shining Hill Estates Collection Inc.

PT LT 88 CON 1 (KI), PT 3, 65R23137, SAVE & EXCEPT PT 1, 65R24368; NEWMARKET. T/W EASE OVER PT LT 88 CON 1, PT 1, 65R24368, AS IN YR273671; T/W EASE OVER PT LT 88 CON 1, PTS 2 TO 9 INCL. 65R25743 AS IN YR273639 (PARTIALLY RELEASED BY YR422823)

THIRDLY:

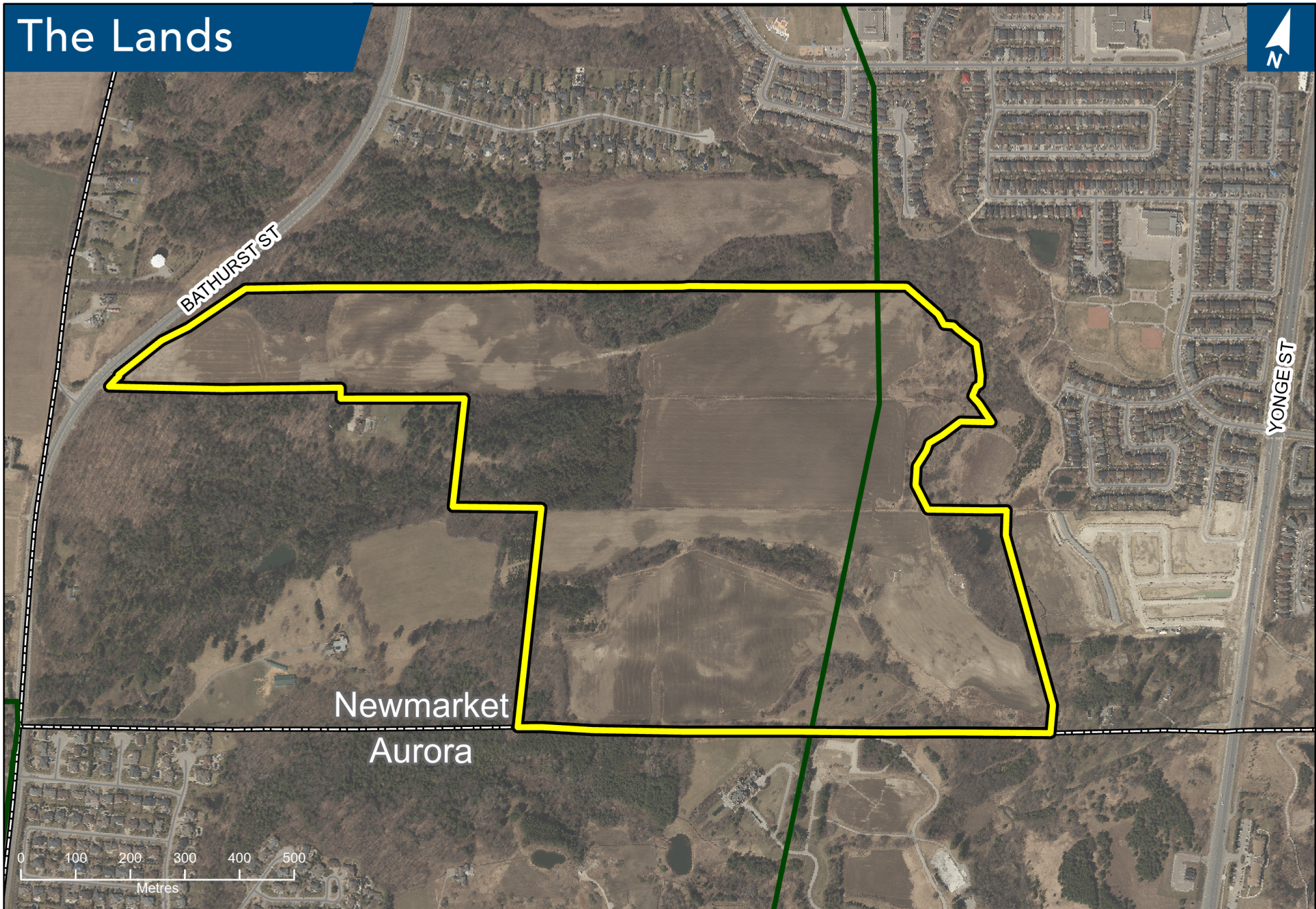
PIN 03626-2209(LT) – Emilio Saccucci and Concetta Saccucci as Joint Tenants as to a 30% interest and 2512606 Ontario Inc. as to a 70% interest

PT LT 88 & 89, CON 1 (K) PT 1 65R23138 EXCEPT PT 1, 6 & 7 65R23397 & EXCEPT D999, NEWMARKET. T/W TEMP ROW OVER PT LT 88 CON 1, PT 12 65R23397 AS IN LT1590192. SEE YR263891 FOR FULL & PARTIAL RELEASES OF EASEMENTS. T/W EASE OVER PT LTS 88 & 89 CON 1 (K) PTS 1, 2, 3, 4 & 5 65R25356 AS IN YR263890. SEE YR263892 FOR PARTIAL RELEASE OF EASEMENT, SEE YR293593 FOR PARTIAL RELEASE OF EASEMENT; TOWN OF NEWMARKET

SCHEDULE "B"

PLAN DEPICTING THE LANDS

The Lands



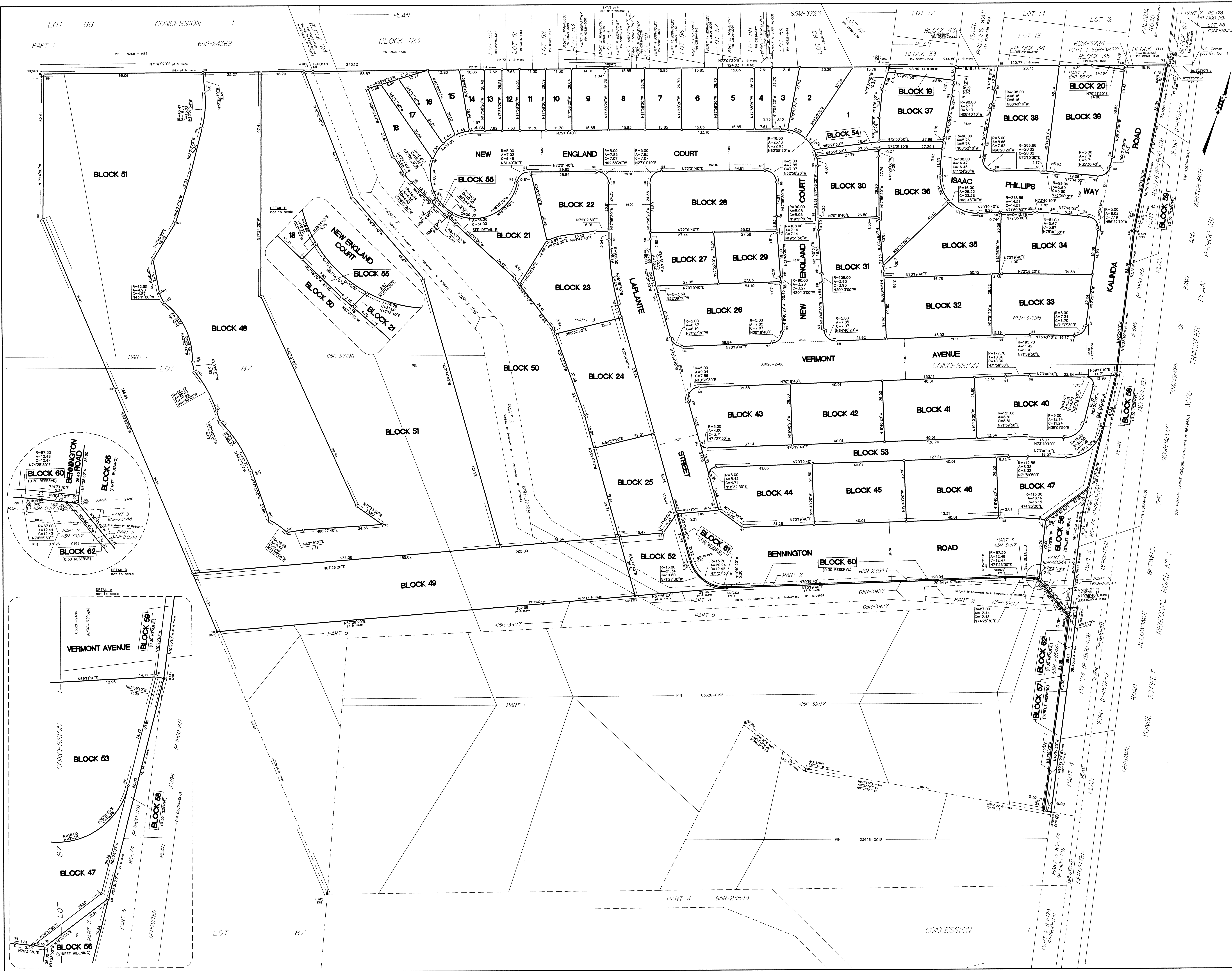
-  Lands
-  Oak Ridges Moraine Conservation Plan Boundary
-  Municipal Boundary

Designed and produced by Information Technology – GIS. Printed: January, 2022.
Sources: 2021 Colour Ortho Imagery – First Base Solutions Inc.; Roads, Municipal Boundary - Data, Analytics and Visualization Services Branch, Corporate Services © The Regional Municipality of York, 2022; All other data - © Town of Newmarket, 2022.
DISCLAIMER: The information depicted on this map has been compiled from various sources. While every effort has been made to accurately depict the information, data/mapping errors may exist. This map has been produced for illustrative purposes only. It is not a substitute for a legal survey.



SCHEDULE "B1"

PLAN DEPICTING THE PHASE 1 LANDS— Plan 65M-4683



SURVEYOR'S CERTIFICATE

1. THIS SURVEY AND PLAN ARE
AND IN ACCORDANCE WITH THE
ACT, THE SURVEYORS ACT
LAND TITLES ACT AND THE R
MADE UNDER THEM.

10. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

APPROVED UNDER SECTION 51 OF
THE PLANNING ACT, R.S.O. 1990
THIS

12th DAY OF February 2021.

P. H. C.

PLAN 65M- 4683

CERTIFICATE OF REGISTRATION

I CERTIFY THAT THIS PLAN IS REGISTERED IN THE LAND REGISTRY OFFICE FOR LAND TITLES DIVISION OF YORK REGION (N685) AT 11:02 O'CLOCK ON the 13 DAY OF February, 2013 AND ENTERED INTO THE PARCEL REGISTER PROPERTY IDENTIFIERS
03526-2486 AND 03526-0196

AND THE REQUIRED CONSENTS ARE REGISTERED AS PLAN DOCUMENT N° YR 3209243

"M. PICARDO"

REPRESENTATIVE FOR THE LAND REGISTRAR

THIS PLAN COMPRISES PART OF PIN 03626-0196 AND PART OF PIN 03626-2486.
SUBJECT TO AN EASEMENT OVER PART 2, PLAN 65R-37198 AS IN INSTRUMENT N° R709924
(AFFECTS PART OF BLOCKS 49, 50, 52, PART OF BENNINGTON ROAD, PART OF BLOCK 60 (0.30 RESERVE)
AND PART OF BLOCK 61 (0.30 RESERVE)).
SUBJECT TO AN EASEMENT OVER PARTS 2 & 3, PLAN 65R-23544 AS IN INSTRUMENT N° R660202
(AFFECTS PART OF BLOCK 56 (STREET WIDENING), PART OF BLOCK 57 (STREET WIDENING) AND PART OF
BLOCK 62 (0.30 RESERVE)).

PLAN OF SUBDIVISION OF
PART OF LOT 87
CONCESSION 1
GEOGRAPHIC TOWNSHIP OF KING
TOWN OF NEWMARKET
REGIONAL MUNICIPALITY OF YORK

SCALE 1 : 500

10 5 0 10 20 30 Metres

LLOYD & PURCELL A DIVISION OF SCHAEFFER DZALDOV BENNETT LTD.

NOTES

ALL MONUMENTS SHOWN THUS □ ARE PLANTED IRON BARS (IB) UNLESS OTHERWISE NOTED.

0.30 RESERVES AND 0.30 WIDE PARTS HAVE BEEN EXAGGERATED FOR CLARITY.

DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.

BEARINGS SHOWN ON THIS PLAN ARE UTM GRID BEARINGS AND ARE DERIVED FROM SPECIFIED CONTROL POINTS #0011985U2904 AND #00820118078, UTM ZONE 17, NAD 83 (CSRS 2010).

SPECIFIED CONTROL POINTS (SCP's) UTM ZONE 17, NAD83 (CSRS 2010) COORDINATES TO URBAN ACCURACY PER SEC.14 (2) OF O.R.E.G. 216/01.		
POINT ID	NORTHING	EASTING
SCP #001198502904	4874083.436	622718.393
SCP #00820118078	4881708.109	626445.269
ORP A	4875486.582	622359.471
ORP B	4875810.789	622309.764

COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH CORNERS OF BOUNDARIES SHOWN ON THIS PLAN.

LOT #	RADIUS	ARC	CHORD	BEARING
1	60.00	6.27	6.23	A44°59'50"W
2	16.00	8.59	8.48	N81°25'00"W
3	16.00	3.12	3.12	N77°32'30"W
14	19.00	1.97	1.97	N69°33'30"E
15	19.00	6.45	6.42	N56°32'10"E
16	18.00	4.40	3.38	N26°52'00"E
17	19.00	8.34	8.22	N14°40'00"E
BLK 26	80.00	1.07	1.07	N20°05'00"W
BLK 28	108.00	6.63	6.63	N19°35'50"W
BLK 29	108.00	0.51	0.51	N21°37'30"W
BLK 30	90.00	2.20	2.20	N21°33'20"W
BLK 31	16.00	4.21	4.21	N16°32'30"W
BLK 32	80.00	1.25	1.25	N16°12'00"W
BLK 31	80.00	4.70	4.70	N20°54'40"W
BLK 35	248.82	0.74	0.74	N70°24'40"E
BLK 35	18.00	13.60	13.20	N85°19'00"W
BLK 35	16.00	7.22	7.22	N85°19'00"W
BLK 35	108.00	11.53	11.52	N72°30'30"W
BLK 37	108.00	1.91	1.91	N07°32'30"W
BLK 38	108.00	2.17	2.17	N74°57'10"E
BLK 39	99.00	3.03	3.03	N76°38'00"E
BLK 54	18.00	3.03	3.03	N76°38'00"E
BLK 54	18.00	3.09	3.09	N76°38'00"E

LEGEND

SS08 SHORT STANDARD IRON BAR
S08 STANDARD IRON BAR
B IRON BAR
ROUND
P PIPE
meas MEASURED
wit WITNESS
FOUND
□ SET
IC NO.
NOT TANGENTIAL
SDP SPECIFIED CONTROL POINT
OBSERVED REFERENCE POINT
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1137 R.C. HARBOR LIMITED
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P237 PLAN 558-3

OWNER'S CERTIFICATE

RE: PN 03626-2486
THIS IS TO CERTIFY THAT 7-1/2 ACRES OF LAND, MORE OR LESS, TO BE KNOWN AS BLOCKS 19 THRU 55, BOTH INCLUSIVE, BLOCKS 19 THRU 55, BOTH INCLUSIVE, STREETS NAME BENNINGTON ROAD, LAPLANTIE STREET, NEW ENGLAND COURT, ISAAC PHILLIPS WAY, KALINDA ROAD AND VERMONT AVENUE, PART OF MAP 85A-37198H, LAYING OUT AND RESERVING THE PUBLIC HIGHWAYS OF THE CITY OF NEWARK, NEW JERSEY, ARE HEREBY DEDICATED TO THE REGIONAL MUNICIPALITY OF YORK AS PUBLIC HIGHWAYS.
THE STREETS NAME BENNINGTON ROAD, LAPLANTIE STREET, NEW ENGLAND COURT, ISAAC PHILLIPS WAY, KALINDA ROAD AND VERMONT AVENUE ARE HEREBY DEDICATED TO THE CORPORATION OF THE TOWN OF NEWARK AS PUBLIC HIGHWAYS.
THE 1/2 ACRES MOSSING NAME BLOCK 58 LYING WITHIN THE LIMITS OF PART 3, PLAN 85A-37198H IS HEREBY DEDICATED TO THE REGIONAL MUNICIPALITY OF YORK AS PUBLIC HIGHWAY.

16250 YONGE ST. INC.
DATED THE 18th DAY OF DECEMBER, 2020

Paul Bailey
.....
PAUL BAILEY, VICE PRESIDENT
I HAVE THE AUTHORITY TO BIND THE CORPORATION

OWNER'S CERTIFICATE

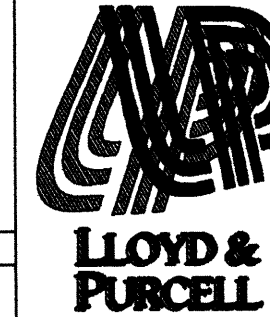
RE: PIN 03626-0196
THIS IS TO CERTIFY THAT:
1. PART OF STREET WIDENING NAMELY BLOCK 56 LYING WITHIN THE LIMITS OF PARTS 1, 2 AND 3, PLAN 65R-2354-
STREET WIDENING NAMELY BLOCK 57 AND PART OF 0.30 RESERVE NAMELY BLOCK 62 LYING WITHIN THE LIMITS OF
PARTS 1, 2 AND 3, PLAN 65R-2354 HAVE BEEN LAID OUT IN ACCORDANCE WITH OUR INSTRUCTIONS.
2. PART OF STREET WIDENING NAMELY BLOCK 56 LYING WITHIN THE LIMITS OF PARTS 1, 2 AND 3, PLAN 65R-2354-
AND STREET WIDENING NAMELY BLOCK 57 ARE HEREBY DEDICATED TO THE REGIONAL MUNICIPALITY OF YORK AS
PUBLIC HIGHWAY.

MINING HILL HOMES (ST. JOHN'S) INC.
DATED THE 18th DAY OF DECEMBER, 2020

Paul Bailey
.....
PAUL BAILEY, VICE PRESIDENT
I HAVE THE AUTHORITY TO BIND THE CORPORATION

LLOYD & PURCELL
A DIVISION OF SCHAEFFER DZALDOV BENNETT LTD.
ONTARIO LAND SURVEYORS
1228 GORHAM STREET, UNIT 28, NEWMARKET, ONTARIO, L3Y 8Z7
(905) 895-6416 Fax: (905) 853-5837 E-MAIL: L.P@ontariolandsurveyors.ca

TOLL FREE 1 (855) 779-6500 WWW.ONTARIOLANDSURVEYORS.CA		
CAD: RLS/DB/CG	PC: RPS	JOB: 1B-217
CALC: BI	CHK'D: NAL	FILE: KI-[]-87-4



SCHEDULE “C”

DESCRIPTION OF THE SHINING HILL HOMES PROJECT

The Shining Hill Discovery Homes Project will implement an advanced standard of environmentally progressive housing and sustainable community design in community and home building within the new community of Shining Hill to be constructed within the Lands. The objective will achieve homes and communities that are more energy efficient, lower carbon footprint, and promote water conservation and reuse. The Shining Hill Discovery Homes Project will allow technologies to be tested, trades to be trained, home performance to be monitored, and cost benefit analysis conducted. The Discovery Homes will provide reasonable consideration for the economic feasibility of the proposed technologies with due consideration for maintaining housing affordability.

The Discovery Homes will implement green building technologies and practices to reduce demands on energy, water and waste systems. The Developer will incorporate standards which exceed best management practices and approaches to stormwater management systems & facilities and water and wastewater systems to effect and produce a more resilient community. Low Impact Development (LIDs) and green infrastructure will be incorporated to minimize stormwater runoff, reduce water pollution, and protect groundwater resources. The Developer will incorporate in the community an advanced streetscape design including, without limitation, the provision of resilient tree species and spacing to maximize heat island reduction and will incorporate innovative communication and information technologies such as coordinated communications utility placement and fiber optic ready buildings and homes.

This discovery project will be based on a community energy and sustainable development plan that will be based on best practices related to environmental design in housing and will be done in consultation with industry experts and the public. This project will also guide/inform future phases and development across the larger Town Secondary Plan area and the entire Lands, and will be developed by the Developer in consultation with the Town.

The specific details of the Shining Hill Discovery Homes Project will be further developed by the Developer as plans to develop the Lands mature, and details will be determined through the Town's planning process. The Developer and the Town intend for the Discovery Homes to be an iconic designed community that can be showcased by the Town as the gold standard for environmental sustainability.

SCHEDULE "D"

ASSUMPTION AGREEMENT

ASSUMPTION AGREEMENT

THIS AGREEMENT MADE this day of 20 .

B E T W E E N:

(collectively, the "**Transferor**")

and

(the "**Transferee**")

and

CORPORATION OF THE TOWN OF NEWMARKET

(the "**Town**")

RECITALS:

- A. The Transferor has agreed to sell, transfer and convey to the Transferee all of its right, title and interest in the lands and premises described in Schedule "A" attached hereto (the "**Lands**") and the Transferee has agreed to acquire all of the right, title and interest of the Transferor in the Lands.
- B. The Transferor and Transferee acknowledge that title to the Lands are subject to an agreement between the Transferor and the Town dated _____, a copy of which is attached in Schedule A (the "Municipal Capital Facilities Agreement").
- C. Pursuant to Section 6.2 of the Municipal Capital Facilities Agreement, any sale, transfer, or other conveyance of any interest in the Lands is conditional on the Transferee becoming bound by the terms of the Municipal Capital Facilities Agreement.

- D. The Transferee has reviewed the Municipal Capital Facilities Agreement and has agreed to comply with and be bound by all of the terms and provisions of the Municipal Capital Facilities Agreement.
- E. The parties wish to enter into this Assumption Agreement to confirm their mutual understanding with respect to the foregoing.

In consideration of the mutual consideration of ONE (\$1.00) DOLLAR, receipt whereof is hereby acknowledged by each of the parties hereto, the parties hereto do hereby agree as follows:

Interpretation

- 1. The parties hereby confirm that the above Recitals are true and correct.
- 2. For purposes of this Assumption Agreement, the "Effective Date" shall be deemed to be the date that the Transferee closes its transaction with the Transferor and takes title to the Lands.
- 3. Any capitalized term not explicitly defined in this Assumption Agreement shall have the meaning assigned thereto in the Municipal Capital Facilities Agreement.

Transferor Representations, Warranties and Release

- 4. The Transferor hereby represent and warrant, and the Town confirms, that, as of the date of this Assumption Agreement, the Transferor are parties in good standing under the Municipal Capital Facilities Agreement.
- 5. It is hereby acknowledged and agreed that all rights and obligations of the Transferor under the Municipal Capital Facilities Agreement regarding the Lands shall accrue to the Transferee.
- 6. The Transferor shall not, by virtue of the within Agreement be released from any obligation or liability pursuant to the Municipal Capital Facilities Agreement, whether as a result of the transfer of all or a portion of the Land, or otherwise. The Town may, in its sole discretion acting reasonably, and upon receiving a request from the Transferor, release the Transferor from its obligations under the Municipal Capital Facilities Agreement.

Transferee Covenants and Agreements

- 7. The Transferee hereby covenants to assume, be bound by and comply with all of the covenants, burdens, terms, conditions and agreements on the part of the Transferor as pertaining to the Lands pursuant to the Municipal Capital Facilities Agreement from and after the Effective Date, including, without limitation:

- (a) the delivery of contributions and municipal capital facilities related to the provision of social and health services, cultural and recreational purposes, as well as municipal housing project facilities, as may be required pursuant to the Municipal Capital Facilities Agreement from time to time;
 - (b) the obligations with regard to conveyances of land as set out in the Municipal Capital Facilities Agreement;
 - (c) the obligations regarding construction standards, housing types, building complete communities and reforestation required pursuant to the Municipal Capital Facilities Agreement; and
 - (d) the obligation to comply with the provisions of the Municipal Capital Facilities Agreement prior to any sale, transfer, assignment or other conveyance of any interest in the Lands.
8. The execution of this Assumption Agreement is hereby deemed to be and constitutes full and effective execution of the Municipal Capital Facilities Agreement as of the Effective Date in respect of the Lands.

General

9. This Assumption Agreement shall enure to the benefit of and be binding on the heirs, executors, personal legal representatives, successors, assigns and successors in title of each of the parties hereto.
10. The Transferor and Transferee on behalf of themselves and their heirs, executors, legal personal representatives, successors and assigns, hereby agree to perform all further acts and execute all further documents and assurances as may be required from time to time for the purpose of effectively carrying out the true intent and meaning of this agreement, the Municipal Capital Facilities Agreement and any amendments thereto.
11. No consent to or waiver by any party hereto shall be considered to have been given unless same shall be in writing. No consent or waiver given in respect of any breach or defaults or other action by any party hereunder shall be deemed or construed to be a consent or waiver to or for any other breach or default by such other party hereunder. Without limiting the foregoing, failure on the part of a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such first-mentioned party of its rights hereunder.
12. Every provision of this Agreement is intended to be severable. If any term or provision hereof is illegal or invalid for any reason, such illegality or invalidity shall not affect the validity of the remainder hereof. If any term or provision of this Agreement or any part thereof or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or

circumstances, other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

13. The Transferee acknowledges having read and fully understood this Agreement and the Municipal Capital Facilities Agreement, and acknowledges having had the opportunity to seek independent legal advice. The Transferee further acknowledges that it has not been pressured in any way, nor been subjected to any duress or undue influence by any person, for purposes of causing the Transferee to execute this Agreement. The parties shall take such further action and execute such further documents as may be necessary to give effect to the terms hereof.
14. This Assumption Agreement may be executed in counterparts, and executed copies may be transmitted by facsimile or e-mail.
15. There is no representation, collateral agreement, or condition affecting this agreement other than as set out herein.
16. This Assumption Agreement may only be varied by subsequent agreement in writing.
17. The Municipal Capital Facilities Agreement is hereby amended, *mutatis mutandis*, in order to give effect to the terms herein.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF each of the parties hereto, has duly executed this Assumption Agreement as of the stated date above.

)

Per: _____

)

I have authority to bind the corporation

)

Per: _____

)

I have authority to bind the corporation

)

Per: _____

)

I have authority to bind the corporation

)

)

Per: _____

I have authority to bind the corporation

)

**CORPORATION OF THE TOWN OF
NEWMARKET**

)

Per: _____

I have authority to bind the corporation

SCHEDULE "A"

LEGAL DESCRIPTION OF THE LANDS TO BE CONVEYED

SCHEDULE "E"

Application under Section 118 of the Land Titles Act

[see attached]

Properties

PIN	03626 - 2493 LT
Description	PART LOT 87, CONCESSION 1 KING PARTS 1, 2 & 3, 65R37198 EXCEPT 65M4683; SUBJECT TO AN EASEMENT OVER PART 2, 65R37198 AS IN R709924; TOWN OF NEWMARKET
Address	NEWMARKET
PIN	03626 - 1069 LT
Description	PT LT 88 CON 1 (KI), PT 3, 65R23137, SAVE & EXCEPT PT 1, 65R24368; NEWMARKET. T/W EASE OVER PT LT 88 CON 1, PT 1, 65R24368, AS IN YR273671; T/W EASE OVER PT LT 88 CON 1, PTS 2 TO 9 INCL. 65R25743 AS IN YR273639 (PARTIALLY RELEASED BY YR422823)
Address	16356 YONGE STREET NEWMARKET
PIN	03626 - 2209 LT
Description	PT LT 88 & 89, CON 1 (K) PT 1 65R23138 EXCEPT PT 1, 6 & 7 65R23397 & EXCEPT D999, NEWMARKET. T/W TEMP ROW OVER PT LT 88 CON 1, PT 12 65R23397 AS IN LT1590192. SEE YR263891 FOR FULL & PARTIAL RELEASES OF EASEMENTS. T/W EASE OVER PT LTS 88 & 89 CON 1 (K) PTS 1, 2, 3, 4 & 5 65R25356 AS IN YR263890. SEE YR263892 FOR PARTIAL RELEASE OF EASEMENT,SEE YR293593 FOR PARTIAL RELEASE OF EASEMENT; TOWN OF NEWMARKET
Address	NEWMARKET

Applicant(s)

Name	16250 YONGE ST. INC.
	Acting as a company
Address for Service	c/o Davies Howe LLP 425 Adelaide Street West The Tenth Floor Toronto, ON M5V 3C1
A person or persons with authority to bind the corporation has/have consented to the registration of this document.	
This document is not authorized under Power of Attorney by this party.	

Name	SHINING HILL ESTATES COLLECTION INC.
	Acting as a company
Address for Service	c/o Davies Howe LLP 425 Adelaide Street West The Tenth Floor Toronto, ON M5V 3C1
A person or persons with authority to bind the corporation has/have consented to the registration of this document.	
This document is not authorized under Power of Attorney by this party.	

Name	SACCUCCI, EMILIO
	Acting as an individual
Address for Service	c/o Davies Howe LLP 425 Adelaide Street West The Tenth Floor Toronto, ON M5V 3C1
This document is not authorized under Power of Attorney by this party.	

Name	SACCUCCI, CONCETTA
	Acting as an individual
Address for Service	c/o Davies Howe LLP 425 Adelaide Street West The Tenth Floor Toronto, ON M5V 3C1
This document is not authorized under Power of Attorney by this party.	

Name	2512606 ONTARIO INC.
	Acting as a company
Address for Service	c/o Davies Howe LLP 425 Adelaide Street West

Applicant(s)

The Tenth Floor
Toronto, ON M5V 3C1

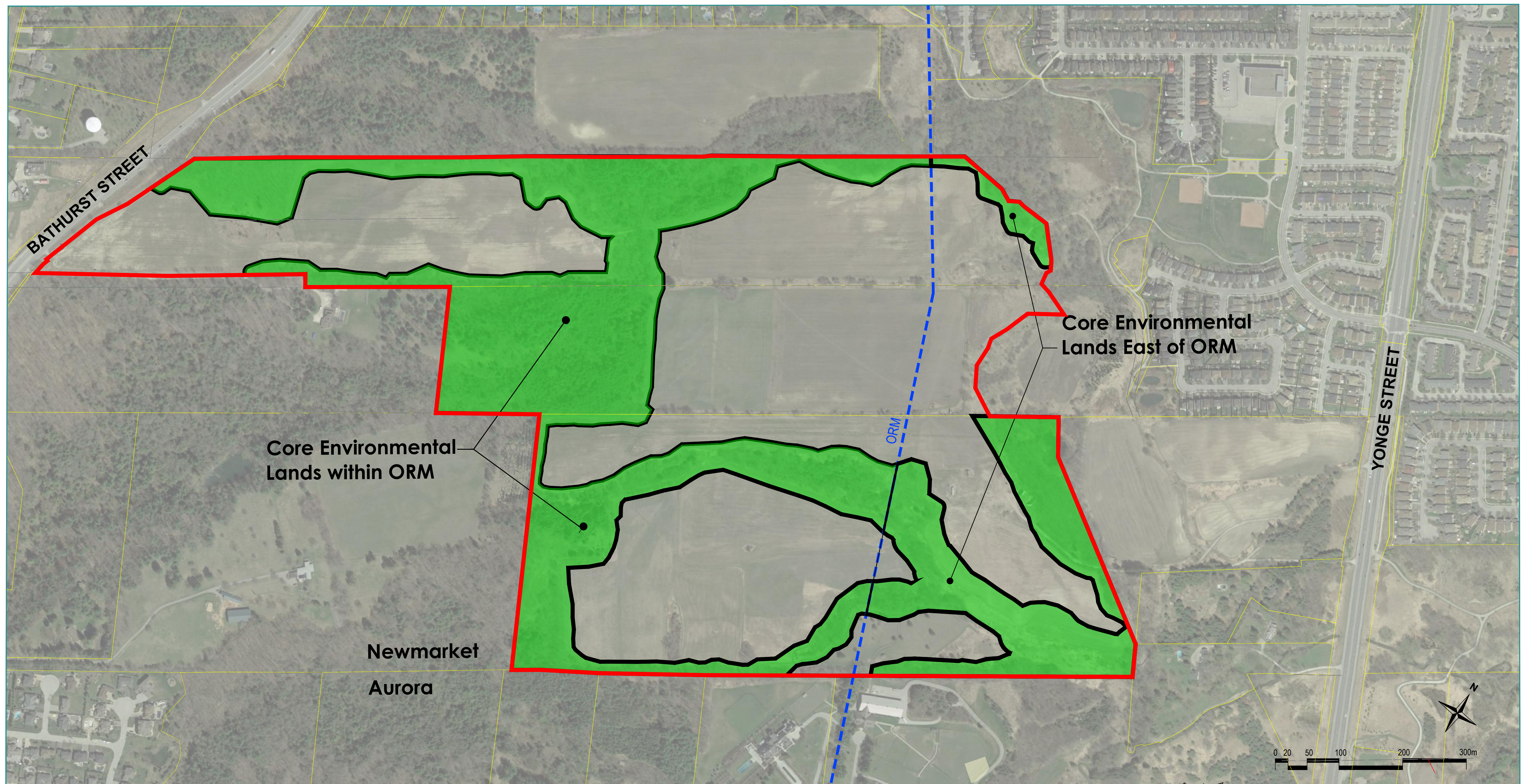
A person or persons with authority to bind the corporation has/have consented to the registration of this document.
This document is not authorized under Power of Attorney by this party.

Statements

Schedule: 16250 YONGE ST. INC. is the registered owner of the parcel of land described as "PIN 03626-2493 (LT) - Part Lot 87, Concession 1 King Parts 1, 2 &3, 65R37198 except 65M4683;Town of Newmarket". SHINING HILL ESTATES COLLECTION INC. is the registered owner of the land described as "PIN 03626-1069 (LT) - Pt Lt 88 Con 1 (KI), Pt 3, 65R23137, Save & Except Pt 1, 65R24368; Newmarket". EMILIO SACCUCCI, CONCETTA SACCUCCI and 2512606 ONTARIO INC. are the registered owners of the land described as "PIN 03626-2209 (LT) - Pt Lt 88 & 89, Con 1 (K) Pt 1 65R23138 except Pt 1, 6 & 7 65R23397 & except D999, Newmarket".
I Antonietta Mollicone solicitor make the following law statement Shining Hill Estates Collection Inc., 16250 Yonge St. Inc., Emilio Saccucci, Concetta Saccucci and 2512606 Ontario Inc., the registered owners of the lands described herein, hereby apply under Section 118 of the Land Titles Act to the Land Registrar for the Land Registry Office of the Land Titles Division of York (No. 65) to make an entry on the Register of the Properties that: No transfer or charge of the lands described herein, in whole or in part, shall be registered without the consent of the Town of Newmarket.

SCHEDULE "F"

Plan Depicting General Location of Core Environmental Lands



SHINING HILL CORE ENVIRONMENTAL LANDS - NEWMARKET

Legend

- Shining Hill Newmarket Ownership
- Core Environmental Lands

Date: January 28, 2022
Prepared for:
SHINING HILL ESTATE COLLECTION INC.

MGP Malone
Given
Parsons.
140 Renfrew Drive, Suite 201 | Markham, ON | L3R 6B3
905.513.0170 | mgp.ca