

Properties

PIN 03606 - 0005 LT *Interest/Estate* Fee Simple Add Easement

Description SERVIENT 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,

DOMINANT 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) PART 3 ON PLAN 65R-37958

Address 438 PARK AV
 NEWMARKET

Consideration

Consideration \$2.00

Transferor(s)

The transferor(s) hereby transfers the easement 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
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<i>Name</i>	MAIN STREET CLOCK INC.
<i>Address for Service</i>	590 Alden Road, Suite 211 Markham, Ontario L3R 8N2

Statements

Schedule: See Schedules

Signed By

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

Bruce Lincoln Desmond	188 Avenue Road Toronto M5R 2J1	acting for Transferee(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 Transferee(s).

Submitted By

KAGAN SHASTRI	188 Avenue Road Toronto M5R 2J1	2018 08 07
Tel	416-368-2100	
Fax	416-368-8206	

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

Transferor Client File Number : 18/2691

LAND TRANSFER TAX STATEMENTS

In the matter of the conveyance of: 03606 - 0005

SERVIENT 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,

DOMINANT 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) PART 3 ON PLAN 65R-37958

BY: THE CORPORATION OF THE TOWN OF NEWMARKET

TO: MAIN STREET CLOCK INC.

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.
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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.
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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.
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PROPERTY Information Record

A. Nature of Instrument: Transfer Easement

LRO 65 Registration No. YR2858478

Date: 2018/08/07

LAND TRANSFER TAX STATEMENTS

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

TRANSFER OF EASEMENT

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

WHEREAS:

- A. The Transferor 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, as 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, Parts 1, 6 and 7 on Plan 65R-37958, being Part of PIN 06303-0007 (LT) (collectively, the "**Servient Lands**"); and
- B. The Transferee 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 Parts 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 "**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 1, 5, 7, 8 and 12 on Plan 65R-37958 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.
- 2. The Transferor and the Transferee agree that in the event any vehicle parking garage structures are to be constructed and/or erected on Parts 2 and 3 on Plan 65R-37958 (the "**Garage Lands**"), or any part thereof, the Transferee shall have

- the right, at its sole cost and expense, to remove from the Garage Lands any catch basins, sewers and/or watermains (collectively, the "**Water Infrastructure**") currently serving both the Dominant and Servient Lands provided that the Transferee shall, at its sole cost and expense, relocate such Water Infrastructure to a location mutually agreed upon by the Transferee and the Transferor.
3. The Transferee agrees that in the event any vehicle parking garage structures are to be constructed and/or erected on the Garage Lands, or any part thereof, which structures will materially impair the ability of the Transferor or Newmarket-Tay Power Distribution Ltd.'s ability to access the utility infrastructure contained in on or under the Garage Lands, the Transferee shall, at its sole cost and expense, complete all work required to relocate, to the satisfaction of the Transferor and Newmarket-Tay Power Distribution Ltd., all utility infrastructure located in, on or under the Garage Lands, including, without limitation, duct banks, conduits, connections and other equipment owned by the Transferor or Newmarket-Tay Power Distribution Ltd. The said utility infrastructure will be relocated to (a) the unobstructed easement to be provided by the Transferee through the Garage Lands to allow the Transferor and Newmarket-Tay Power Distribution Ltd. access to the lands of the Transferor at Part 4 of Plan 65R-37958, and/or (b) such other location as mutually agreed upon by the Transferee and the Transferor,
 4. 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.
 5. Notwithstanding anything to the contrary contained in this Easement, the Transferee agrees that if the Transferor, at any time following the date of this Easement, determines, in its sole and absolute discretion, to redevelop all or any part of the Servient Lands, the Transferee shall, as soon as reasonably possible following a request therefor, modify and/or release this Easement to permit such redevelopment; provided, however, that the Transferor shall be required to provide the Transferee with an alternative means of accessing the Dominant Lands acceptable to the Transferee, acting reasonably and in good faith.
 6. 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.