

HERITAGE EASEMENT AGREEMENT

This Heritage Easement Agreement made this 9th day of May 2022 (this "Agreement").

BETWEEN:

THE CORPORATION OF THE CITY OF VAUGHAN

(the "City")

-and-

ANATOLIA BLOCK 59 DEVELOPMENTS LIMITED

(the "Owner")

WHEREAS:

- A. The Owner is the registered owner of the land and premises located on the southeast corner of Huntington Road and Rutherford Road, in the City of Vaughan, municipally known as **9151 Huntington Road** and more particularly described in **Schedule "A"** to this Agreement (the "Property").
- B. The Property contains a building which is deemed to have significant cultural heritage value known as the **John Fleming House** (the "**Heritage Resource**"), which is the subject of this Agreement. A Statement of Significance describing the Heritage Resource, including its cultural heritage value and identification of the heritage attributes referred to as Character Defining Elements (the "**Character Defining Attributes**") is set out in **Schedule "B"** to this Agreement.
- C. The Property is the subject of City Council approved Subdivision File No. 19T-18V011 (the "**Plan of Subdivision**") and Site Development File DA.18.067 to permit employment uses, and to facilitate the development of one new employment building.
- D. At a meeting of City Council on February 15, 2022, the Owner was granted approval for the Plan of Subdivision conditional upon the Owner granting the City a heritage easement to conserve, relocate and restore the historical and architectural value of the Heritage Resource.
- E. The Heritage Resource is located within the valleylands of the Property, which will be conveyed to the City as a condition of the Plan of Subdivision approval. The Owner will convey the valleylands to the City while retaining that Part on a Reference Plan identifying the location of the Heritage Resource (the "**Current Location**"), as shown on **Schedule "C"**.
- F. Prior to assumption of the Plan of Subdivision by the City, the Owner is required to relocate the Heritage Resource to a lot on a property of sufficient size (the "**New Location**") to ensure its long-term sustainability and conservation as a valued built heritage resource, and to rehabilitate it for a new compatible use, which may include dismantling the Heritage Resource for final adaptive reuse of parts of the building, to the satisfaction of the City.
- G. The relocation of the Heritage Resource will be completed in accordance with a conservation plan (the "**Plan**") and site plan drawing(s) for the New Location, all to be reviewed and approved by the City prior to relocation.
- H. One of the purposes of the *Ontario Heritage Act*, RSO 1990, c O.18, as amended from time to time (the "**OHA**") is to support, encourage and facilitate the conservation, protection and preservation of the cultural heritage of Ontario.
- I. Pursuant to subsection 37(1) of the *OHA*, the City may enter into easements or covenants with owners of real property or interests therein, for the conservation of property of cultural heritage value or interest.
- J. Pursuant to subsections 37(3) and 37(4) of the *OHA*, such covenants and easements entered into by the City, when registered in the Land Registry Office against the real property affected by them shall run with the real property and may, whether positive or negative in nature, be enforced by the City or its assignee against the owners or any subsequent owners of the real property, even where the City owns no other land which would be accommodated or benefitted by such covenants or easements.

- K. The City and the Owner desire to conserve and maintain the present historical, architectural, aesthetic, and scenic character and condition of the Heritage Resource and agree to enter into this Agreement.

NOW THEREFORE in consideration of the sum of **Two Dollars (\$2.00)** of lawful money of Canada now paid by each of the parties to the other, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the mutual covenants and restrictions hereinafter set out, the parties hereby covenant and agree to and with each other, as follows:

RECITALS/SCHEDULES, STATEMENT OF SIGNIFICANCE AND TERM

Recitals/Schedules

1. The Recitals and Schedules shall form part of this Agreement.

Statement of Significance

2. The Owner and the City agree that for the purpose of this Agreement, **Schedule "B"** sets out the Character Defining Attributes of the Heritage Resource. The parties also agree that when determining the duties of the Owner under this Agreement, **Schedule "B"** shall be referred to.

Term

3. The term of this Agreement, and the easement hereunder, shall commence on the date of registration of this Agreement on title to the Current Location lands and expires on the date the Heritage Resource is relocated to the New Location (the "**Term**"). The word "relocation" when used in this agreement shall be deemed to refer to the relocation, to the New Location, of the entire building comprising the Heritage Resource or parts of the Heritage Resource building for final adaptive reuse, as approved by and to the satisfaction of the City.
4. Prior to relocation of the Heritage Resource, the parties shall enter into a new heritage easement agreement to provide for the stabilization, conservation and maintenance of the Heritage Resource at the New Location.

DUTIES OF THE OWNER

Maintenance and Security of the Heritage Resource

5. The Owner shall at all times and, subject to compliance with the requirements set out in sections 6 to 11 herein, maintain the Heritage Resource in as good and as sound a state of repair as a prudent owner would normally do and as may be required by the City's Property Standards By-law 231-11, as may be amended or replaced, except for reasonable wear and tear, with a view to minimizing the deterioration of the Heritage Resource's condition and appearance, including all reasonable measures to secure and protect the Heritage Resource from vandalism, fire, damage from inclement weather and other insurable damage.
6. The Owner's obligation to maintain the Heritage Resource shall require that the Owner undertake such preventative work whenever necessary to preserve the property in substantially same physical condition and state of repair as recorded in the Character Defining Attributes outlined on **Schedule "B"** to this Agreement.
7. The Owner shall also ensure that the Heritage Resource is maintained and secured in compliance with the *Fire Protection and Prevention Act, 1997*, SO, c 4, as may be amended or replaced, as well as City by-laws having the intent of ensuring the property is: not a fire hazard; secured from unauthorized entry; and, maintained in a good state of repair.

Normal Repairs and Alterations

8. The Owner shall not, except as hereinafter set forth, without the prior written approval of the City, undertake or permit any demolition, relocation, construction, alteration or remodeling save that done in accordance with clause 12 to this Agreement, or any other thing or act, such as signs, screens or awnings, television aerials, satellite dishes, flag poles, which would materially affect the Character Defining Attributes without obtaining a Heritage Permit (a "**HP**") from the City, if applicable.
9. The Owner shall make a written request for the issuance of a HP prior to any demolition, relocation, construction, alteration, remodeling or any other thing or act which would

materially affect the Character Defining Attributes. The request shall include the following, but should not be limited to:

- i. the reason for the work
 - ii. a description of the activity detailing the scale and scope of the proposed work, and drawings in accordance with the standards set out in the Plan
 - iii. a description of the methods to be used to undertake the work
 - iv. a description and specifications of the materials to be used
 - v. details how the work impacts the Character Defining Attributes
10. Any application for a HP shall follow the same process as an application for alteration or demolition or removal under sections 33, 34 and 34.1 of the *OHA*, as appropriate.
 11. If the HP is approved, the Owner shall, in undertaking or permitting the construction, alteration, remodeling, or any other thing or act, do so in accordance with the approved HP and shall comply with any imposed conditions imposed by the written approval, including the condition that:
 - (a) A conservation plan, as applicable, with such drawings and other specifications as required shall be prepared by the Owner to the satisfaction of the City before commencing the approved works. Such conservation plan shall be attached to and form part of this Agreement as a Schedule.
 - (b) Amended **Schedule "B"**, showing the changes made to the Character Defining Attributes, be prepared by the Owner to the satisfaction of the City within ninety (90) days of the substantial completion of the proposed works. Such amended **Schedule "B"** shall be attached to and form part of this Agreement in place of the existing **Schedule "B"**.

The agreement as amended in accordance with condition (a) or (b) or both above, shall be registered on title at the Owner's expense.

12. The Owner may, without obtaining a HP undertake or permit the repair of any damage or refinishing of presently existing parts or elements of the Heritage Resource, to which has resulted from casualty, loss, deterioration, or wear and tear, provided that such repair or refinishing is not performed in a manner which would materially affect the Character Defining Attributes.

Relocation

13. Prior to relocation of the Heritage Resource, the Owner shall submit an updated Cultural Heritage Impact Assessment Addendum, Building Protection Plan, a conservation plan, and site plan drawings in respect of the New Location for the City's review and approval. The Owner shall also submit a request to City for the new heritage easement agreement as outlined in section 4 of this Agreement.
14. The Owner shall relocate the Heritage Resource to the New Location on a new foundation prior to assumption of the Plan of Subdivision by the City, and in accordance with the terms and conditions outlined in an agreement to be executed by the parties herein in respect of the Plan of Subdivision (the "**Subdivision Agreement**").

Security and Breach of Owner's Obligations

15. Upon execution of this Agreement, the Owner shall deliver to the City an unconditional and irrevocable letter of credit in the amount of **\$980,595.00**, in a standard form approved by the City and from an institution that is acceptable by the City, for the purpose of securing the Owner's obligations under this Agreement (the "**Letter of Credit**").
16. If the City is of the opinion, reasonably held, that the Owner has failed to perform any of its obligations set out in this Agreement, in addition to any of its other legal or equitable remedies, the City may serve on the Owner a notice setting out particulars of the breach and of the City's estimated maximum costs of remedying the breach. The Owner shall have ninety (90) days (or any extension of that timeframe provided on consent) from receipt of such notice to remedy the breach or make arrangements satisfactory to the City's Designate for remedying the breach. If the Owner fails to remedy the breach, the City may draw on the Letter of Credit to the amount of the actual cost of remedying the breach and may enter upon the Current Location lands and complete the Owner's obligations. Any expenses reasonably incurred by

the City in completing the obligations of the Owner pursuant to this Agreement, over and above the Letter of Credit provided hereunder shall, until paid to it by the Owner, be a debt owed by the Owner to the City and recoverable by the City.

17. The Letter of Credit shall not be released by the City until the following conditions have been met:
 - a. relocation of the Heritage Resource to the New Location is completed in accordance with the approved HP, as applicable;
 - b. an inspection of the Heritage Resource by the Heritage Professional and City Cultural Heritage staff and a letter from the Heritage Expert certifying that the Heritage Resource has properly been relocated and that no further work is required to so situate the Heritage Resource in a safe and secure manner;
 - c. stabilization/conservation of the Heritage Resource is completed in accordance with the approved Plan and any plans and drawings approved by the City, including a complete set of as-built final architectural and landscape design drawings for the Heritage Resource and the surrounding property in its relocated, permanent position, and any approved modifications thereto;
 - d. the relocated Heritage Resource is connected to municipal services and a written verification by the City's Chief Building Official is provided that the altered structure is serviced to the satisfaction of the City of Vaughan; and
 - e. any other conditions as may be agreed by the parties in the Subdivision Agreement.
18. If, at any time prior to the release of the Letter of Credit in accordance with the above-noted section, the Owner does not provide the City with a renewal of the Letter of Credit within thirty (30) days prior to the date of its expiry, if applicable, the City may forthwith draw upon the full amount secured and hold it upon the same terms that applied to the Letter of Credit.

Insurance

19. The Owner shall during the Term keep the Heritage Resource insured against normal perils that are coverable by an all risk policy basis including fire and extended coverage insurance in an amount equal to the full replacement cost of the Heritage Resource.
20. Upon execution of this Agreement, the Owner shall deliver to the City's Designate, a certified copy of the insurance policy referred to the above with limits and with a company that is acceptable to the City and shall produce thereafter evidence, satisfactory to the City, of the renewal of insurance, which shall be delivered to the City at least three weeks before the termination thereof or as may be requested by the City from time to time.
21. Prior to relocation of the Heritage Resource, the Owner shall obtain and provide evidence of insurance coverage in the form of a certificate of insurance to the City. The certificate shall name The Corporation of the City of Vaughan as an "Additional Insured" and indicate the following insurance coverages:
 - a. Commercial General Liability (CGL) in an amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence; and
 - b. Automobile liability insurance in respect of licensed vehicles shall have limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death, and damage to property. Coverage shall be in the form of a Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned and/or non-owned vehicles operated by or on behalf of the Owner.

The Owner shall maintain the insurance contemplated in this section in full force and effect until all relocation works have been completed to the City's satisfaction and a letter from the Heritage Professional certifying that the Heritage Resource has been properly relocated and that no further work is required to appropriately situate the Heritage Resource has been provided to the City.

22. The Owner shall duly and punctually pay all premiums and other sums of money payable for maintaining any insurance as required by the agreement. When so requested by the City, the Owner will produce to the City evidence of payment of all premiums and other sums of money payable for maintaining such insurance. If the Owner fails to insure the Heritage Resource,

or if any such insurance on the Heritage Resource is cancelled, the City may effect such insurance as the City deems necessary and any sum paid in doing so shall forthwith be paid by the Owner to the City or, if not, it shall be a debt due and owing to the City and recoverable from the Owner in any manner permitted by law.

23. The Owner acknowledges that the foregoing only represents the minimum insurance requirements of the City and shall not be construed as a recommendation or opinion by the City as to the full scope of insurance which may be required by a prudent owner of the property, and the Owner is advised to govern itself accordingly in that regard.
24. All proceeds receivable by the Owner under any insurance policy or policies on the Heritage Resource shall, on the written demand and in accordance with the requirements of this Agreement, be applied to the replacement, rebuilding, restoration or repair of the Heritage Resource to the fullest extent possible having regard to the Character Defining Attributes and the cost of such work.

Damage or Destruction

25. The Owner shall notify the City of any damage or destruction to the Heritage Resource within five (5) clear days of such damage or destruction being discovered.
26. In the event of loss, damage, or destruction of the Heritage Resource, the Owner must restore the Heritage Resource in a manner approved, in writing, by the City. Within one hundred and eighty (180) days of the loss, damage or destruction, the Owner shall submit a HP application to the City together with plans and specifications for replacement, rebuilding, restoration or repair of the Heritage Resource and a schedule of completion of the work in accordance with its Character Defining Attributes.
27. The Owner shall not commence or cause any restorative work, save that permitted under clause 12, to be commenced on the Heritage Resource and its Character Defining Attributes prior to receipt of HP and any plans and specifications from the City. Any restorative work must conform to the approved HP. The Owner shall commence restorative work on the Heritage Resource within ninety (90) days (or any extension of that timeframe provided on consent) of the approval of the HP, and the restoration must be completed within twelve (12) months of commencement, or as soon as possible thereafter if factors beyond the Owner's control prevent completion.

Failure of the Owner to Reconstruct

28. If the Owner fails to submit a HP application and required plans and specifications as set out in section 26 herein, the City may, but is not obligated to, prepare its own set of plans and specifications and HP application. The Owner shall have sixty (60) days (or any extension of that timeframe provided on consent) from receiving a copy of such plans and specifications, to notify the City in writing that it intends to restore the Heritage Resource in accordance with those plans and specifications and provide a schedule of completion of the work, failing which the City may enter onto the property, on thirty (30) days' notice to the Owner and proceed with the restoration of the Heritage Resource, up to the value of any insurance proceeds receivable by the Owner under any insurance policies and any additional amount that the City is prepared to contribute to the cost of such work.
29. The Owner shall reimburse the City, on demand, for expenses and administrative fees incurred by the City in restoring the Heritage Resource to the state the Heritage Resource was in prior to the damage and destruction. In the event that the insurance proceeds are insufficient to cover the reasonable costs of replacing, rebuilding, restoring and replacing the Heritage Resource, any deficiency shall become a debt due to the City and may be collected from the Owner in any manner permitted by law.

Emergencies

30. Notwithstanding the provisions of section 8 herein, it is understood and agreed that the Owner may undertake temporary measures in respect of the Heritage Resource so long as they are:
 - a. in keeping with the intention of this Agreement;
 - b. consistent with the conservation of the Heritage Resource as identified on **Schedule "B"**;

- c. reasonably necessary to deal with an emergency which puts the security or integrity of the Heritage Resource at risk of damage; and
- d. provided that the *Building Code Act, 1992*, SO 1992, c 23 as amended or re-enacted from time to time, is complied with and, where time permits, the Deputy City Manager, Planning & Growth Management is consulted. In any event, if time does not permit the Owner to consult with the Deputy City Manager, Planning & Growth Management before undertaking any temporary measures, the Owner must notify the City of any temporary measures taken within ten (10) business days and must make arrangements with and satisfactory to the City for a permanent solution, where one is required.

Signs and Structures

- 31. The Owner shall not erect or cause or permit the erection on the Heritage Resource building of any signs, permanent storm windows, screens or awnings, television aerials, satellite dishes, flag poles or other similar objects without the prior written approval of the City. Such approval may, in the sole discretion of the City and for any reason which the City considers necessary, be refused.
- 32. The Owner shall also ensure that the Heritage Resource is maintained and secured in compliance with the *Fire Protection and Prevention Act, 1997*, S.O., c. 4, as may be amended or replaced, as well as City by-laws having the intent of ensuring the property is: not a fire hazard; secured from unauthorized entry; and, maintained in a good state of repair.

FEES AND REGISTRATION

- 33. The Owner consents to the registration of this Agreement on the title to the Owner's Lands by the City and shall execute any or all such documents for such purposes.
- 34. The Owner shall, prior to execution of this Agreement, pay to the City in accordance with City of Vaughan By-law No. 158-2021, as amended, the following:
 - a. Preparation of agreement fee: \$1,500.00
 - b. Registration fee (includes Land Registry Office's fees): \$485.00

GENERAL

Notice to City

- 35. The Owner shall immediately notify the City in the event that they divest themselves of the fee simple title to or of their possessory interest in the Heritage Resource, the Current Location while the Heritage Resource is located thereon, or in the New Location while the Heritage Resource is located thereon.

Waiver

- 36. The failure of the City at any time to require performance by the Owner of any obligation under this Agreement shall in no way affect its right thereafter to enforce such obligation, nor shall the waiver by the City of the performance of any obligation under this Agreement be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time. Any waiver must be in writing and signed by the City.

Extension of Time

- 37. Time shall be of the essence of this Agreement. Any time limits specified in this Agreement may be extended with the consent in writing of both the Owner and the City, but no such extension of time shall operate or be deemed to operate as an extension of any other time limit, and time shall be deemed to remain of the essence of this Agreement notwithstanding any extension of any time limit. Any waiver must be in writing and signed by the City.

Use of Property

- 38. The Owner expressly reserves for itself, its heirs, executors, representatives, successors and assigns the right to use the Heritage Resource for all purposes not inconsistent with this Agreement.

Inspection

39. The City or its representatives shall be permitted at all reasonable times to enter upon the Current Location lands and inspect the exterior of the Heritage Resource upon prior written notice to the Owner of at least twenty-four (24) hours, or as otherwise permitted pursuant to the OHA. Should the City, in its sole discretion, determine that there is an emergency at the Property or with the Heritage Resource, the City or its representatives shall be permitted to enter upon the Property or into the Heritage Resource in order to carry out such inspections as may be necessary, at the Owner's expense.

Plaque and Publicity

40. The Owner agrees to allow the City, at its expense, to erect a public marker on the Current Location lands or the structures or buildings containing the Heritage Resource or both, indicating that the City holds a heritage conservation easement.
41. The Owner agrees to allow the City to publicize the existence of the conservation easement on the Current Location and New Location.

Severability

42. The Owner and the City agree that all covenants, easements, restrictions and provisions contained in this Agreement shall be severable, and that should any covenant, easement, restriction or provision in this Agreement be declared invalid or unenforceable, the remaining covenants, easements, restrictions and provisions shall not terminate thereby.

Notice

43. Any notice, approval or other communication required or permitted to be given pursuant to this Agreement ("**Notice**") shall be in writing and shall be personally delivered, sent by prepaid registered mail, sent by courier, or transmitted by fax or email as follows:

Anatolia Block 59 Developments Limited
8300 Huntington Road
Vaughan, ON L4L 1A5

Attn: Bekir Elmaagacli
Email: Bekir.Elmaagacli@anatoliatile.com

TO THE CITY

Office of the City Clerk
The Corporation of the City of Vaughan
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1
Attn: City Clerk
Email: clerks@vaughan.ca

With a Copy to:

Urban Design and Cultural Heritage, Development Planning
The Corporation of the City of Vaughan
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1
Attn: Deputy City Manager, Planning and Growth Management
Email: QDCMPGMP@vaughan.ca

44. Any Notice so given shall be deemed conclusively to have been given and received on the date of delivery if personally delivered, on the date when is actually received if given by courier, on the third (3rd) Business Day following the date of mailing if sent by prepaid registered mail, and if transmitted by fax or by email before 4:00 p.m. on a Business Day, is deemed to have been given on that Business Day, and if transmitted by fax or by email after 4:00 p.m. on a Business Day, is deemed to have been given on the next Business Day, provided that if there is any anticipated or existing postal dispute, then Notice shall be personally delivered or transmitted by email. Either party may from time to time change its address for service by Notice to the other party.
45. Business Day means any day other than a Saturday, Sunday or statutory and civic holidays in the Province of Ontario.

Entirety

46. This written Agreement embodies the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise, exist between the parties except as herein expressly set out.

Interpretation

47. The headings in the body of this Agreement form no part of the Agreement but shall be deemed to be inserted for convenience of reference only.

48. This Agreement shall be construed with all changes in number and gender as may be required by the context.

Enurement

49. It is intended by the Parties that the covenants, easements and restrictions set out in this Agreement shall ensure to the benefit of, and be binding upon, the Owner and upon the City and their respective heirs, executors, administrators, successors and assigns, as the case may be.

Counterparts

50. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. 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.

Covenants to Run with Property

51. The covenants, easements, restrictions and provisions set out in this Agreement shall be registered on title to the Current Location by the City, to the satisfaction of the City, and shall run with the land, and enure to the benefit of, and be binding upon, the parties hereto and their heirs, executors, administrators, successors and assigns, as the case may be.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals

ANATOLIA BLOCK 59 DEVELOPMENTS LIMITED

Per: *B. Elmagaçlı*
Name: Bekir Elmagaçlı
Title: Co-CEO

Per: _____
Name: _____
Title: _____

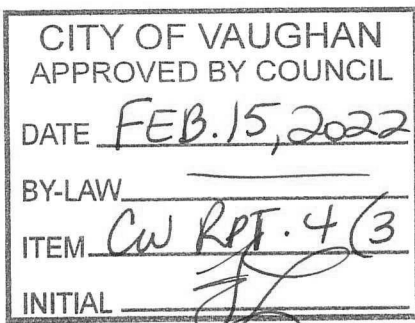
I/we have the authority to bind the Corporation

THE CORPORATION OF THE CITY OF VAUGHAN

Per: *Maurizio Bevilacqua*
Name: HON. MAURIZIO BEVILACQUA
Title: MAYOR

Per: *Todd Coles*
Name: TODD COLES
Title: CITY CLERK

I/We have authority to bind the City.



SCHEDULE "A"

Legal Description of the Property

⁰¹³⁸
PIN: 03318-~~0008~~ (LT)

Part of West Half of Lot 15, Concession 9 (geographic Township of Vaughan), as in R659104 (firstly) lying West of Hydro Lands, save and except Parts 4, 5, 6 and 7 on Reference Plan 65R-25530.

City of Vaughan

Regional Municipality of York

SCHEDULE "B"
Character Defining Attributes

Statement of Cultural Heritage Value or Interest (CHVI)

1. Description of Property

John Fleming House and property are located on the east side of Huntington Road, at the civic address 9151 Huntington Road, part of the west half of Lot 15, Concession 9, in the City of Vaughan, Regional Municipality of York, Ontario. The rural agricultural property includes a two-storey brick home, the stone foundation of a barn, three outbuildings, and agricultural fields.

2. Statement of CHVI

John Fleming House and property is of cultural heritage value or interest for its design or physical value, its historical or associative value, and its contextual value. Constructed in the 1850s, the two-storey, three-bay Main Block of the house was constructed in the Georgian style from brick and displays Flemish Bond on the main facade and Common Bond on the remaining walls. It was later extended to the east with a story-and-a-half brick addition by the Fleming family, and later extended again to the south with a shed-roof one storey wood frame addition. The house is associated with a barn and a series of outbuildings including a barn likely associated with the original house, and several outbuildings constructed before 1978. It is unique as a representative example of a brick Georgian farmhouse with a Flemish Bond facade in a rural agricultural setting. The property belonged to John Fleming, who was instrumental in the development of the church and community of Eider's Mills. His family owned the lot for 65 years.

The property's contextual value lies in its physical and visual connections to the rural agricultural landscape between Langstaff Road and Rutherford Road.

3. Description of Heritage Attributes

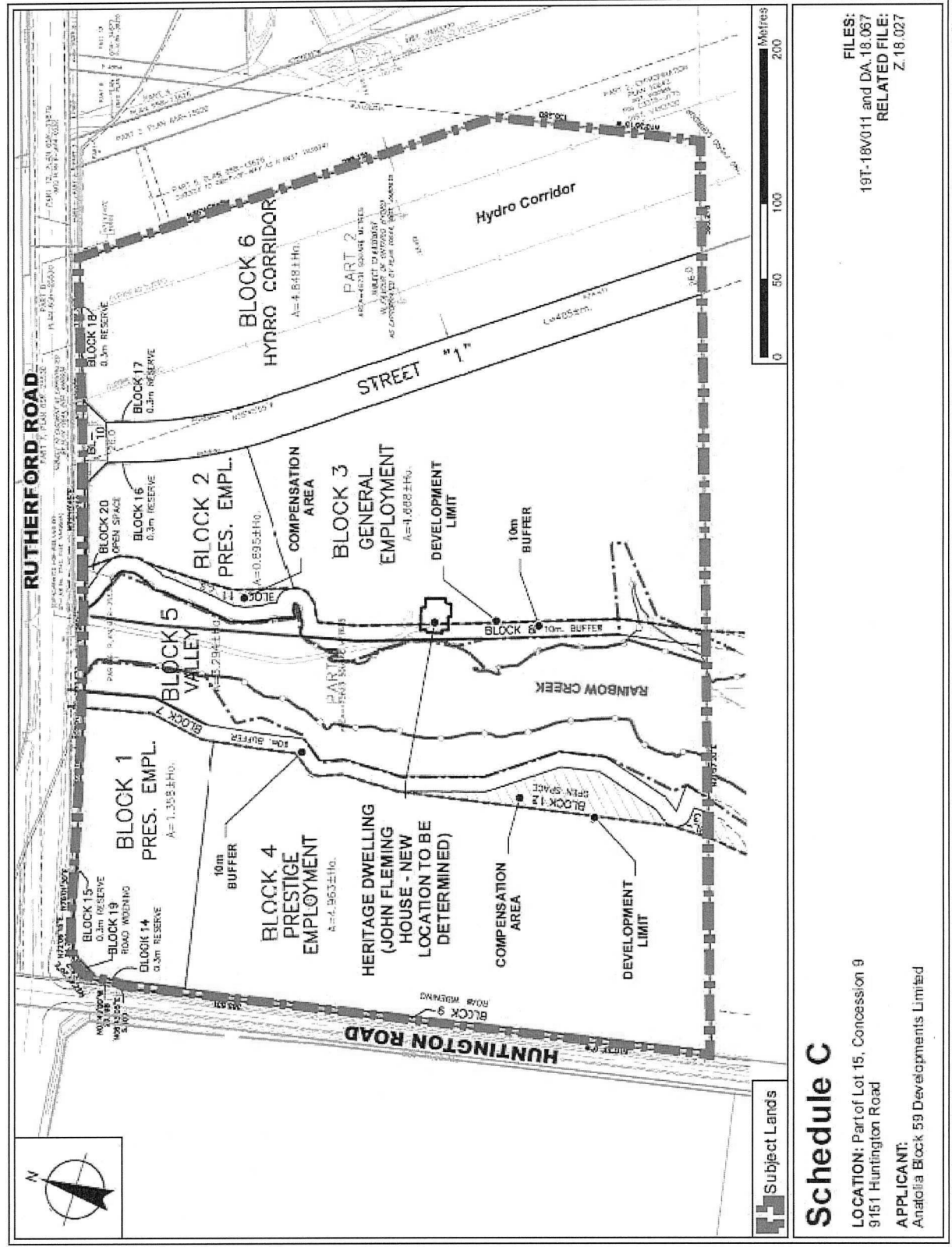
Key attributes that reflect the design or physical value of the property include its:

- Three-bay, two-storey Main Block with;
 - Flemish Bond on the principal facade and Common Bond on the rest of the structure;
 - Low hip roof and symmetrical fenestration characteristic of the Georgian style;
 - Fieldstone foundation with full-height basement;
 - Stone basement fireplace with a wood lintel.

Key attributes that reflect the property's contextual value are its:

- Clear physical, visual, and contextual association with Rainbow Creek and wider agricultural landscape of the area;
- Its roll in defining, maintaining, and supporting the rural agricultural nature of the area; and,
- Its physically, visually, and historically association with the founding of the early community of Eider's Mills and is a rare surviving example of one of the many farms that developed as a direct result of the founding of the community of Eider's Mills in the 1850s.

SCHEDULE "C"
Current Location of the John Fleming House



Properties

PIN 03318 - 0138 LT
Description PT W1/2 LT 15 CON 9 VAUGHAN AS IN R659104 (FIRSTLY) LYING W OF HYDRO
LANDS SAVE & EXCEPT PTS 4, 5, 6 & 7, 65R25530, S/T VA80939; CITY OF VAUGHAN
Address 9151 HUNTINGTON ROAD
VAUGHAN

Consideration

Consideration \$0.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name THE CORPORATION OF THE CITY OF VAUGHAN
Address for Service 2141 Major Mackenzie Drive
Vaughan, Ontario
L6A 1T1

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

This document is being authorized by a municipal corporation THE CORPORATION OF THE CITY OF VAUGHAN, BY TODD COLES, CITY CLERK.

Party To(s)*Capacity**Share*

Name ANATOLIA BLOCK 59 DEVELOPMENTS LIMITED
Address for Service 8300 Huntington Road
Vaughan, ON L4L 1A5
Attention: Bekir Elmaagacli

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

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Gabriela Maria Henriquez 2141 Major Mackenzie Drive acting for Signed 2022 05 31
Vaughan
L6A 1T1 Applicant(s)

Tel 905-832-2281

Fax 905-832-6130

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

Submitted By

CITY OF VAUGHAN 2141 Major Mackenzie Drive 2022 06 02
Vaughan
L6A 1T1

Tel 905-832-2281

Fax 905-832-6130

Fees/Taxes/Payment

Statutory Registration Fee \$66.30

Total Paid \$66.30

File Number

Applicant Client File Number : 301497