

MEMORANDUM

MEMO: Clerks
Regan Hutcheson, Manager, Heritage Planning
Greg Nelson, Zoning Examiner
Dale Watterson/Michelle Perry, Finance


FROM: Stacy Larkin, Agreements Administration Clerk

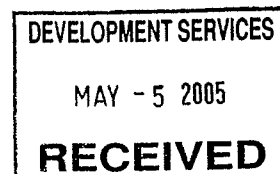
DATE: May 4, 2005

RE: Woodbine Mackenzie Developments Limited
Heritage Easement Agreement
10327 Woodbine Avenue
Legal File No. 03 0422 PA 0092

Please find attached a copy of the above noted agreement for your files. This agreement was registered on April 28, 2005 as Instrument Number YR630422.

Please note that this agreement was original registered on June 10, 2003 on Block 135, Plan 65M-3670; however, it was registered against the incorrect block. We have re-registered it against the correct parcel of land and have deleted it off the incorrect piece.


Stacy Larkin
Agreements Administration Clerk



THIS EASEMENT AGREEMENT made this 15th day of April, 2003.

BETWEEN:

WOODBINE MACKENZIE DEVELOPMENTS LIMITED
(hereinafter called the "Owner")

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWN OF MARKHAM
(hereinafter called the "Town")

OF THE SECOND PART

WHEREAS the Owner is the owner of certain lands and premises situated in the Town of Markham in the Regional Municipality of York and Province of Ontario, and municipally known as 10327 Woodbine Avenue (hereinafter called the "Property"), and more particularly described in Schedule "A" attached hereto and which there is "The Adam Hagler House" (hereinafter called the "Building");

AND WHEREAS one of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18, is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

AND WHEREAS by Subsection 37(1) of the *Ontario Heritage Act*, the Town is entitled to enter into easements or covenants with owners of real property, or interests therein, for the conservation of buildings of historic or architectural value or interest;

AND WHEREAS by Subsection 37(3) of the *Ontario Heritage Act*, such covenants and easements entered into by the Town when registered in the proper 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 Town or its assignee against the owners or any subsequent owners of the real property, even where the Town owns no other land which would be accommodated or benefitted by such covenants and easements;

AND WHEREAS the Owner and the Town desire to conserve the present historical, architectural, contextual, aesthetic, scenic and heritage characteristics and conditions of the Building on the Property as set out in the "Reasons for Identification" and as may be depicted in Schedule "B" attached hereto;

AND WHEREAS to this end, the Owner and the Town agree to enter into this Easement Agreement (hereinafter called the "Agreement");

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) of lawful money of Canada now paid by the Town to the Owner (the receipt of which is hereby acknowledged), and for other valuable consideration, and in further consideration of the granting of the easements herein and in further consideration of the mutual covenants and restrictions hereinafter set forth, the Owner and the Town agree to abide by the following covenants, easements and restrictions which shall run with the Property forever.

1.0 REASONS FOR IDENTIFICATION

1.1 Statement of Reasons

The Owner and the Town agree that for the purposes of this Agreement the following statement (hereinafter called the "Reasons for Identification") sets out the reasons why the Building has been identified by the Town as having historic and architectural significance:

Historical Reasons:

The Adam Hagler House is believed to have been built c.1840 by Adam Hagler, who is believed to have been of Pennsylvania German origin.

The property at 10327 Woodbine Avenue was first settled in the late 1790s by Jacob Meisener (also spelled Neissner). Meisener was one of the original Markham settlers who had accompanied William Berczy to Markham from Germany in 1794.

According to property records, Meisener was still farming the property in 1811, when he received title to the property from the Town.

Within a year, Meisener sold the property to a Sebastian Hegler (also spelled Hagler) who is believed to be of Pennsylvania German origin. By 1835 the property was sold by a Christian Hegler, to Adam Hagler for 100 pounds.

By the time of the 1846 Township of Markham Directory, Adam Hagler is listed as residing on the property. Architectural evidence obtained from the house provides a strong indication that the house at 10327 Woodbine Avenue was built in the late 1830s, and therefore it is assumed that the house was built by Adam Hagler.

By the time of the 1850-51 Directory, a Jacob Hagler is listed on the property, along with a Hugh Robinson. Robinson appears in the 1851 Census residing with his family in a frame dwelling,

Hagler does not appear in the 1851 Census of Markham however, which indicates that by that time the Hagler family had moved elsewhere and were leasing the property to the Robinson's. Less than one year later, in 1852, Adam Hagler sold the property to Jacob Heise for 900 pounds. Jacob Heise was the grandson of Joseph Heise, a Pennsylvania German who came to Canada, settling on the Eighth Concession of Markham in 1806. Hugh Robinson is identified as residing in a house on the property on the 1853-54 and 1860 Maps of Markham Township. The 1860 map refers to Hugh Robinson as "Occupant".

According to the 1851 Census, Hugh Robinson was a farmer by occupation, born in England, aged 55 and was a member of the Church of England. He was living there with his wife Barbara Robinson, aged 47 who was born in the USA and was also a member of the Church of England. Also living in the household were their four children, Hanna, aged 24, Margaret, aged 21, John, aged 18, Jacob, aged 11, along with Hamilton Pandon, aged 3.

By the time of the 1861 Census it appears that a number of changes had occurred in the Robinson Household. Hugh Robinson evidently passed away the previous year, and at this point the house was occupied by Barbara, Hannah and Jacob. All three are by this time identified as members of the Tunker Church, of which the property owner, Jacob Heise was also a leading member. The 1861 Census is evidently very frank about the condition of the three occupants of the house since Barbara Robinson, aged 62 is listed as a "Lunatic", Hannah Robinson, aged 27, is listed as "Deaf and Dumb" and Jacob Robinson, aged 18, is also listed as a "Lunatic".

The Tunker Church of which many occupants of this house were members was related doctrinally and historically to the Mennonites. Their belief in baptism by immersion led to their persecution in Hesse Kassell; the group emigrated to Pennsylvania where they were known as Dunkards. An offshoot of the Dunkards in Pennsylvania was the group known as River Brethren, organized by two Dunkards Jacob Engel and John Wenger. They wished to be more active in missionary and evangelistic work, to which the original church was opposed. The name came from the fact that the group were organized near the great Susquehanna River.

A number of Pennsylvania German families of the River Brethren beliefs settled before 1808 in the north-west part of Markham Township. In 1808-Bishop Engel organized the Heise Hill congregation in Markham Township with Christian Steckley as its first bishop. Founding families in the congregation were the Heise's and the Eyer's. Until 1868, the services were held in the homes of the various members of the congregation. Jacob Heise is listed in the church records as one of the members in whose home the services were held. These services were conducted in German, a fact which underlines the bi-lingual character of Markham at the time.

In 1872 Jacob Heise sold 50 acres of the south half of the west half of Lot 23, Concession 4 to his daughter Nancy Eyer who was the wife of David Eyer for \$2.00. The Eyer family were also

leading members of the Brethren in Christ, Tunker congregation at Heise Hill (Located on Woodbine Avenue north of 19th Avenue). David Eyer's family were prominent in the vicinity of Headford (Major Mackenzie Drive and Leslie Street) where John Eyer was the owner of a gristmill and Woollen Mill in the 1860s.

The 1871 Census indicates that the subject property was occupied by David Eyer, a Tunker, aged 35; Nancy (Heise) Eyer, aged 43; John Tomkins, a student of Irish origin, aged 14; Elizabeth Pease, a student of English origin, aged 12; and Samuel Heise, presumably a brother of Nancy, who is identified as a Labourer aged 20. It is believed that because the property was so close to the local school, located to the south that area children billeted in the house at 10327 Woodbine during the school year. In the 1871 Directory, David Eyer is listed as a Farmer, Freehold, Lumber Merchant and Stave manufacturer.

The 1878 Map of Markham Township indicates that David Eyer was the owner of the property and that there were at this time two buildings on the property, the second located north and west of the subject dwelling. It is believed that the second dwelling was a temporary structure built for workers at Eyer's mills or on the farm.

By the time of the 1881 Census David Eyer is shown to be residing on the property with his wife Anna, who were then aged 45 and 53 respectively.

In 1885 the entire west half of the property was sold by Nancy Eyer to Edward McKenzie for \$8025. In the Directory of 1892, McKenzie is listed as residing on the property as a farmer.

In 1891, shortly after paying off his mortgage on the property, Edward McKenzie sold the entire 100 acre property to Isaac Brumwell. The Brumwell family had resided in the vicinity for many years in a large estate farmhouse on Lot 27, Concession 4. They were active members of both the Victoria Square Methodist Church and later the Brethren in Christ Tunker Church at Heise Hill. It is believed that for a number of years, Edward McKenzie continued to reside in the house as a tenant. By the early 1900s, the Brumwells began construction of a large brick Edwardian/Queen Anne house that stands slightly to the north today. Although the Brumwells new house was one of the largest in the vicinity, they continued to maintain the small frame cottage built in the mid-19th Century, presumably as a home for farm workers.

In 1975, after over 80 years of ownership, the Brumwells sold the subject property to 226603 Investments Limited as a future development site. The home has continued to be tenanted until the present day.

Architectural Reasons:

The Adam Hagler House is a good example of a simple vernacular Markham farmhouse from the mid-1800s built out of wood with the influence of the Georgian Style. The rear wing of the house is believed to have been constructed or expanded at a later date.

The house is 1½ storeys in height with a three bay façade. The house features unusually small window openings, which provide some indication of the early date of construction of the house. The front part of the house is clad in vertical tongue and groove wood and features elements of the original returned eaves on the gable ends. A historic photograph of the house, taken c.1900 indicates that the house may have originally been clad in a rough cast stucco with contrasting corner boards, and was possibly re-clad in vertical tongue and groove wood at some point in the early 20th Century. This scenario would provide an indication as to why the walls on the house appear to be excessively thick.

In addition to the different cladding, the c.1900 photograph shows that the house had two gable end corbelled chimneys and a hipped roof front porch which has since been closed in. The photograph reveals that the house did not have shutters.

The roof of the house is believed to have originally been clad in wood shingles.

Architectural Features to be Conserved:

- Georgian Vernacular Form
- Small wood windows
- Returned Eaves
- 3-bay facade
- Wood siding

Contextual Reasons:

The Adam Hagler house is visible from Woodbine Avenue and is an important reminder of the historic agricultural tradition in the area. The house forms part of the greater community of Victoria Square and is one of the last remnants of a cluster of rural farmhouses that once existed in this area.

1.2 Photographs Relevant to Duties of the Owner

The Owner acknowledges that it has filed with the Town a set of photographs, which have been signed and dated, and which document the state of the Building as of the date of execution of this

Agreement. This set of photographs, hereinafter referred to collectively as "the Photographs", shall form part of this Agreement, and the original photographs will be kept on file at the Town's offices and may be examined at any time upon reasonable notice to the Town. Excerpts of the Photographs are attached as Schedule "B" to this Agreement. The Photographs generally depict certain significant features of the appearance or the construction of the Building and the Reasons for Identification and the Photographs shall be referred to in determining the duties of the Owner under this Agreement.

When alterations are made to the Building pursuant to paragraph 2.1 and/or 2.2, the Owner shall within ninety (90) days of completion of such alterations and at the Owner's expense, provide to the Town new photographs taken from the same vantage point and identifying the same features of the appearance or construction as the original photographs. Such photographs shall be deemed to be incorporated immediately into this agreement, and shall replace the original Photographs. All references in this agreement to the Photographs shall be deemed to refer to such new replacement photographs.

2.0 DUTIES OF OWNER

2.1 Normal Repairs and Alterations

The Owner shall not, except as hereinafter set forth, without the prior written approval of the Town, undertake or permit any demolition, construction, alteration, remodelling or any other thing or act which would materially affect the features of the appearance or construction of the Building as set out in the "Reasons for Identification" and as may be depicted in the copies of the Photographs or drawings and other documents attached hereto, and in the originals or facsimiles thereof which are filed in, and may be examined at the Town wherever they may be from time to time located. The approval required to be obtained from the Town herein shall be deemed to have been given upon the failure of the Town to respond in writing to a written request for it within ninety (90) days of receiving such request as its address as set out in paragraph 7.1 of this Agreement. If the approval of the Town is given or deemed to be given under this paragraph, the Owner, in undertaking or permitting the construction, alteration, remodelling or other thing or act so approved of, shall use materials approved by the Town.

2.2 Insurance

The Owner shall at all times during the currency of this Agreement keep the Building insured against normal perils that are coverable by all risk property insurance in an amount equal to the replacement cost of a similar scaled new building with an exterior design complementary to the existing structure. Upon execution of this agreement, the Owner shall deliver to the Town a letter

or certificate, in a form and from an insurance company, agent or broker acceptable to the Town, which letter or certificate shall state as follows:

"This will confirm that (name of insurer) has issued to the Owner a valid insurance policy which insures the Building against normal perils that are coverable by all risk property insurance in an amount equal to the replacement cost of a similar scaled new building with an exterior design complementary to the existing structure".

The Owner further agrees to provide written evidence of the renewal of such policy at least 3 weeks prior to the expiration date of the policy, in a form satisfactory to the Town. If the Owner fails to so insure the Building, or if any such insurance on the Building is cancelled, the Town may effect such insurance as the Town deems necessary and any sum paid in so doing shall forthwith be paid by the Owner to the Town, or if not shall be a debt due and owing to the Town and recoverable from the Owner by action in a court of law. All proceeds receivable by the Owner under any fire and extended coverage insurance policy or policies on the Building shall, on the written demand and in accordance with the requirements of the Town, be applied to replacement, rebuilding, restoration or repair of the Building to the fullest extent possible having regard to the Reasons for Identification, the particular nature of the Building and the cost of such work.

2.3 Damage or Destruction

The Owner shall notify the Town of any damage or destruction to the Building within ten (10) clear days of such damage or destruction occurring. In the event that the Building is damaged or destroyed and the replacement, rebuilding, restoration or repair of it is impractical because of the financial costs involved, or because of the particular nature of the Building, the Owner shall, in writing within forty (40) days of the giving by the Owner of notice of such damage or destruction, request written approval by the Town to demolish the Building, pursuant to paragraph 2.1. If the approval of the Town is given or deemed to be given, the Owner shall be entitled to retain any proceeds from the insurance hereinbefore mentioned and to demolish the Building.

2.4 Reconstruction by Owner

If the Owner has not requested the approval to demolish referred to in paragraph 2.3 or if the Town does not give the approval to demolish referred to in paragraph 2.3, the Owner shall replace, rebuild, restore or repair the Building so as to effect the complete restoration of the Building. Before the commencement of such work, the Owner shall submit all plans and specifications for the replacement, rebuilding, restoration or repair of the Building to the Town for its written approval within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building. A refusal by the Town to approve any plans and specifications may be based upon choice of materials, appearance, architectural style or any other ground or grounds including, but not

limited to, purely aesthetic grounds, and the determination of the Town shall be final. The Owner shall not commence or cause restorative work to be commenced before receiving the written approval of the Town of the plans and specifications for it, and such restorative work shall be performed upon such terms and conditions as the Town may stipulate. Such approval shall be deemed to have been received upon failure of the Town to respond in writing to a written request for it within ninety (90) days of the receipt of such request by the Town. The Owner shall cause all replacement, rebuilding, restoration and repair work on the Building to be commenced within thirty (30) days of the approval by the Town of the plans and specifications for it and to be completed within nine (9) months of commencement, or as soon as possible thereafter if factors beyond their control prevent completion within the said nine (9) months, and the Owner shall cause all such work to conform to the plans and specifications approved of and terms and conditions stipulated by the Town.

2.5 Failure of the Owner to Reconstruct

In the event that a request to demolish is not submitted or is refused pursuant to the provision of paragraph 2.3 and the Owner fails to submit plans and specifications pursuant to paragraph 2.4 which are acceptable to the Town within one hundred and thirty-five (135) days of the damage or destruction occurring to the Building, the Town may prepare its own set of plans and specifications. The Owner shall have thirty (30) days from receiving a copy of such plans and specifications to notify the Town in writing that they intend to replace, rebuild, restore or repair the Building in accordance with those plans and specifications.

If the Owner does not so notify the Town within the said thirty (30) days, the Town may enter onto the property and proceed with replacing, rebuilding, restoring or repairing the building so as to effect the complete restoration of the building. The Owner shall reimburse the Town for all expenses incurred by the Town in carrying out such work.

2.6 Maintenance of the Building

The Owner shall at all times maintain the Building in as good and as sound a state of repair as a prudent owner would normally do, so that no deterioration in the Building's condition and appearance shall take place, including, without limiting the generality of the foregoing, taking all reasonable measures to secure and protect the Building from vandalism, fire and damage from inclement weather.

2.7 Signs, Structures, Etc.

The Owner shall not erect or permit the erection on the Property or on the Building of any signs, awnings, television aerials or other objects of a similar nature without the prior written approval of

the Town. Such approval may, in the sole discretion of the Town and for any reason which the Town considers necessary, be refused, provided that with respect to signage to identify the occupant(s) of the Building from time to time, the approval of the Town shall not be unreasonably withheld, having regard to its use of the Building, the Reasons for Identification and the Photographs.

2.8 No Act of Waste

The Owner shall not commit or permit any act of waste on the Property. In respect to the subject lands, the Owner shall not, except with the prior written approval of the Town:

- (a) grant any easement or right-of-way which would adversely affect the easement hereby granted;
- (b) erect or remove or permit the erection or removal of any building, sign, fence or other structure of any type whatsoever;
- (c) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
- (d) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the lands, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, sand or other materials;
- (e) allow the planting of trees, shrubs or other vegetation which would have the effect of (i) reducing the aesthetic value of the Building or the Property or (ii) causing any damage to the Building;
- (f) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; and
- (g) allow the removal, destruction or cutting of trees, shrubs or vegetation except as may be necessary for (i) the prevention or treatment of disease or (ii) other good husbandry practices.

2.9 Breach of Owner's Obligations

If the Town, in its sole discretion, is of the opinion that the Owner has neglected or refused to perform any of their obligations set out in this Agreement, the Town may, in addition to any of its other legal or equitable remedies, serve on the Owner a notice setting out particulars of the breach and of the Town's estimated maximum costs of remedying the breach. The Owner shall have thirty (30) days from receipt of such notice to remedy the breach or make arrangements satisfactory to the Town for remedying the breach.

If within those thirty (30) days the Owner has not remedied the breach or made arrangements satisfactory to the Town for remedying the breach, or if the Owner does not carry out the said arrangements within a reasonable period of time, of which the Town shall be the sole and final judge, the Town may enter upon the Property and may carry out the Owner's obligations and the Owner shall reimburse the Town for all expenses incurred thereby. Such expenses incurred by the Town shall, until paid to it by the Owner, be a debt owed by the Town and recoverable by the Town by action in a court of law.

2.10 Waiver

The failure of the Town 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 Town of the performance of any obligation hereunder be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

2.11 Extension of Time

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 Town, 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.

2.12 Emergencies

Notwithstanding the provisions of paragraph 2.1, it is understood and agreed that the Owner may undertake such temporary measures in respect of the Building as are:

- (1) in keeping with the intentions of this Agreement;
- (2) consistent with the conservation of the Building, and

- (3) reasonably necessary to deal with an emergency which puts the security or integrity of the Building or occupants of the Building at risk of damage,

provided that the *Building Code Act, 1992*, S.O. 1992, c. 23, as amended, or re-enacted from time to time is complied with and, where time permits, the staff of the Heritage Section, Development Services Commission, is consulted.

3.0 Use of Property

- 3.1 The Owner expressly reserves for itself, its representatives, heirs, successors and assigns the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

4.0 Inspection of the Property

4.1 Inspection by Town at All Reasonable Times

The Town or its representatives shall be permitted at all reasonable times to enter upon and inspect the Property and the Building upon prior written notice to the Owner of at least twenty-four (24) hours.

5.0 Notice of Easement

5.1 Plaque

The Owner agrees to allow the Town to erect a plaque on the Building, in a tasteful manner and at the Town's expense, indicating that the Town holds a conservation easement on the Property.

5.2 Publicity

The Owner agrees to allow the Town to publicize the existence of the easement.

6.0 Severability of Covenants

6.1 Proper Covenants Not to Terminate

The Owner and the Town agree that all covenants, easements and restrictions contained in this Agreement shall be severable, and that should any covenant, easement or restriction in this

Agreement be declared invalid or unenforceable, the remaining covenants, easements and restrictions shall not terminate thereby.

7.0 Notice

7.1 Addresses of Parties

Any notices to be given under this Agreement shall be delivered to the parties at their respective addresses. The respective addresses of the parties for such purposes presently are as follows:

The Owner:

5400 Yonge Street
2nd Floor
Toronto, Ontario
M2N 5R5

The Town:

The Corporation of the Town of Markham
101 Town Centre Boulevard
Markham, Ontario
L3R 9W3

The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

7.2 Service in Person or by Mail Except Where Postal Service is Interrupted

Except in the event of an interruption in the postal service, any notices to be given under this Agreement shall be delivered in person or sent by prepaid registered mail addressed to the parties at their respective addresses as set out in paragraph 7.1. In the event that a notice is delivered in person, the party receiving the notice shall forthwith indicate receipt of the notice by signing a form of acknowledgement of receipt, and in that event, the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that a party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit. In the event that a notice is sent by prepaid registered mail, it shall be deemed to have been received on the second clear day following the day on which the notice was sent.

7.3 Service Where Postal Service is Interrupted

In the event of any interruption in the postal service, notice may be given to either party at its respective address as set out in paragraph 7.1, either in person or by special courier. The party receiving the notice shall indicate the receipt of it by signing a form of acknowledgement of receipt, and the notice shall be deemed to have been received on the date on which the form of acknowledgement of receipt was signed. In the event that either party refuses to sign an acknowledgement of receipt of the notice, the person delivering the notice may swear an affidavit of service, and the notice shall be presumed to have been received on the date of service as set out in such affidavit.

8.0 Entirety

8.1 No Extraneous Agreements Between the Parties

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.

9.0 Subsequent Instruments

9.1 Subsequent Instruments to Contain These Provisions

Notice of these covenants, easements and restrictions shall be inserted by the Owner in any subsequent deed or other legal instrument by which they divest themselves either of the fee simple title to or of their possessory interest in the Property or the Building.

9.2 Notice to Municipality

The Owner shall immediately notify the Town in the event that they divest themselves of the fee simple title to or of their possessory interest in the Property or the Building.

10.0 Interpretation

10.1 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.

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

11.0 Enurement

11.1 Covenants to Run With the Property

The covenants, easements and restrictions set out in this Agreement shall run with the Property and shall enure to the benefit of and be binding upon the Owner and upon the Town and their respective heirs, executors, administrators, successors and assigns as the case may be.

12.0 Termination

12.1 Term of Agreement

Notwithstanding any other provision of this Agreement, the term of this Agreement shall end on the earliest to occur of the date of receipt of approval to demolish pursuant to paragraph 2.4.

13.0 General

- 13.1 The Owner hereby agrees to procure and provide to the Town any postponement agreements which the Town Solicitor considers necessary to ensure that this Agreement shall have a priority over any other interest in the Property.

) WOODBINE MACKENZIE
) DEVELOPMENTS LIMITED

) Name: JACK EISENBERGER
) Title: VICE PRESIDENT

) Name:
) Title:

) THE CORPORATION OF THE TOWN
) OF MARKHAM

) MAYOR - DON COUSENS

) CLERK - SHEILA BIRRELL



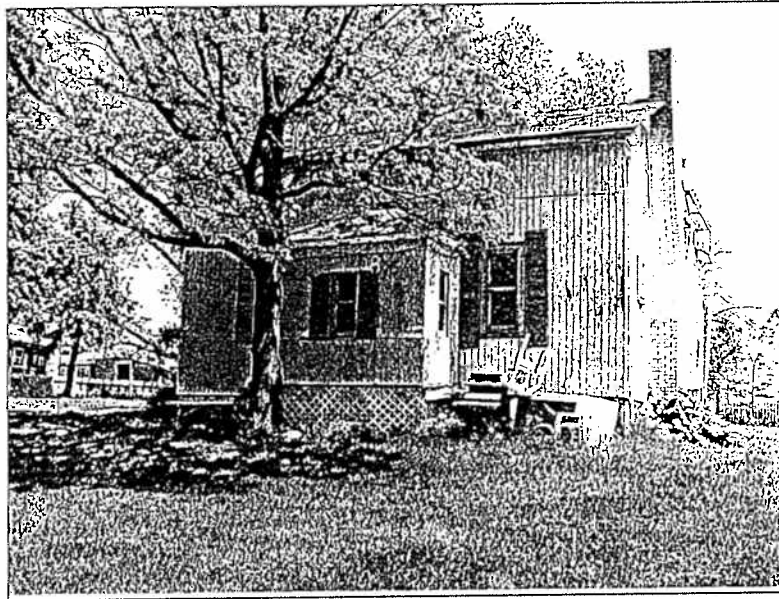
APPROVED TOWN OF MARKHAM
COUNCIL _____ RESOLUTION # (13)
CMTE FvA REPORT # 2
BY-LAW # _____ DATE DEC. 10/02
PM

SCHEDULE "A"

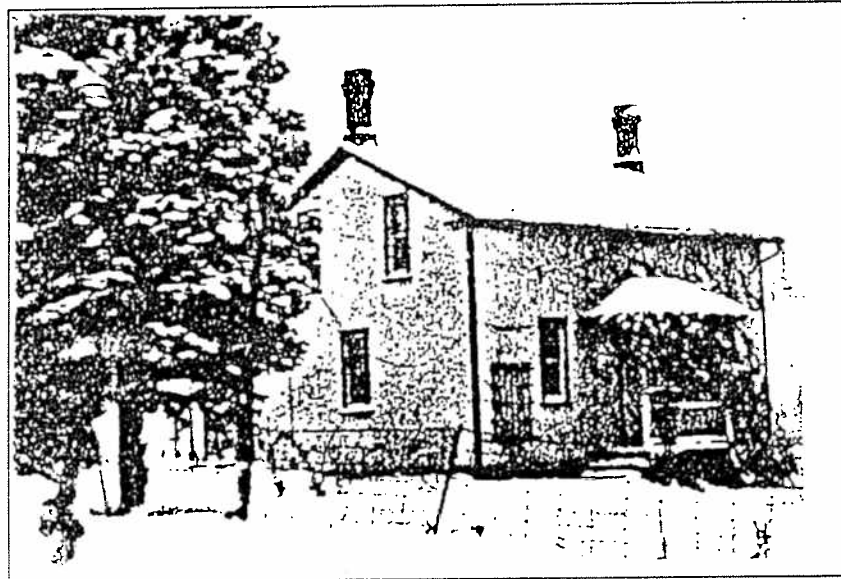
ALL AND SINGULAR THAT certain parcel or tract of land and premises situate, lying and being in the Town of Markham, in the Regional Municipality of York, and being composed of Part of Block 136, Plan 65M-3670, designated as Part 6, Plan 65R-27660.

SCHEDULE "B"

THE ADAM HAGLER HOUSE
10327 Woodbine Avenue
Lot 23, Concession 4, Markham



Front Elevation

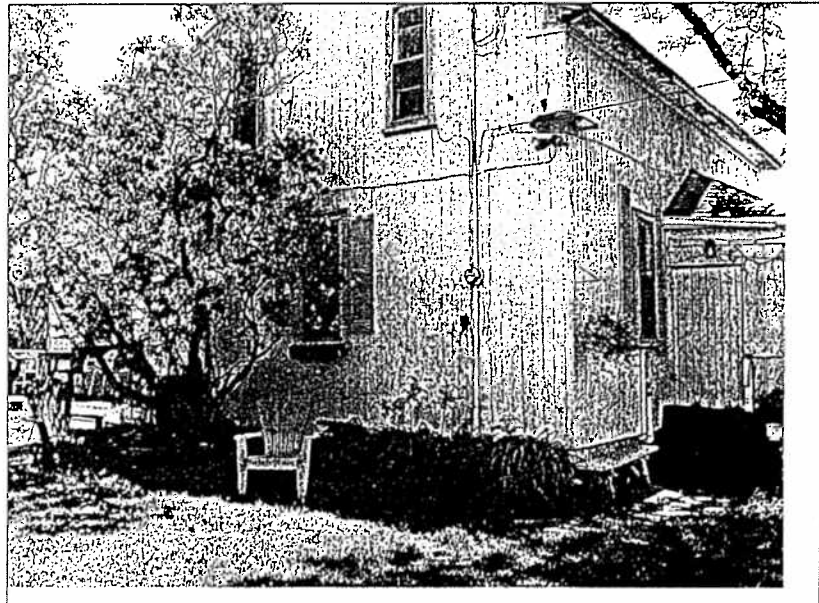


The Adam Hagler House, photographed c.1900

SCHEDULE "B"



North Side Elevation



North Elevation

SCHEDULE "B"



South Elevation