

Authority: Corporate Services Committee Report No. 8(1), July 8, 9 and 10, 1998
Intended for first presentation to Council: July 8, 1998
Adopted by Council: July 10, 1998

CITY OF TORONTO

BY-LAW No. 458-1998

To acquire certain interests in land for or in connection with the Rapid Transit Expansion Program (R.T.E.P.)

WHEREAS notice of an application to the Council of the Municipality of Metropolitan Toronto, now the City of Toronto, for approval to expropriate the interests in land hereinafter described for or in connection with the Sheppard Subway Project of the Rapid Transit Expansion Program (R.T.E.P.) has been served on the registered owners thereof and has been published pursuant to the provisions of the *Expropriations Act*; and

WHEREAS no notice in writing of a desire for a hearing has been received with respect to such interests and the time for giving such notice has expired;

The Council of the City of Toronto HEREBY ENACTS as follows:

1. The expropriation of the interests in land set forth in section 2 is hereby approved.
2. Pursuant to the provisions of subsection 191(1) of the *Municipal Act*, the interests described in clauses (a),(b),(c) and (d) of this section 2 are hereby expropriated for or in connection with the Sheppard Subway Project of the Rapid Transit Expansion Program, of and from the interest of those tenants listed in Schedule "D" attached hereto, in a portion of the property municipally known as 1800 Sheppard Avenue East and being those lands at the north east corner of Sheppard Avenue East and Don Mills Avenue legally described as parts of Lot 16 in Concession 3, East of Yonge Street, in the City of Toronto (formerly the City of North York) and being:
 - (a) the entirety of such interest in those lands designated as Parts 1, 2, 3, 4, 6, 8, 14, 16, 17, 20, 23, 24, 27, 28, 34, 35, 50 and 66 on Reference Plan No. 66R-17954;
 - (b) the easement interests as described in Schedule "A" attached hereto, in the lands referred to therein;
 - (c) the leasehold interest as described in Schedule "B" hereto, in the lands referred to therein; and
 - (d) the easement interests as described in Schedule "C" hereto, in the lands referred to therein.
3. Authority is hereby granted for the signing, sealing and registration in the proper Land Registry Office of the plans showing the lands and interests in land to be expropriated pursuant to section 2, including the payment of all expenses incidental thereto.

4. The Commissioner of Corporate Services is hereby authorized to sign, and serve on the registered owners of the properties set forth in section 2, the Notices of Expropriation (along with copies of Notices of Election as to a Date for Compensation) and Notices of Possession contemplated by the *Expropriations Act*.

5. The Mayor of the Council and the proper officers of the City are hereby authorized and directed to do all things necessary to give effect to this by-law, and the City Clerk and City Treasurer are hereby directed to execute all documents necessary in that behalf, and the said Treasurer is hereby authorized and directed to affix the corporate seal of the City to all such documents.

ENACTED AND PASSED this 10th day of July, A.D. 1998.

CASE OOTES,
Deputy Mayor

NOVINA WONG,
City Clerk

(Corporate Seal)

SCHEDULE “A” TO BY-LAW No. 458-1998

PRINCIPAL EASEMENTS

A. DEFINITIONS:

For the purposes of this Schedule:

- (a) “*AFE*” means the automatic fare entrance providing a means of ingress to and egress from the *Station*, located approximately in the centre of the *Parking Deck* and, more particularly, to be located within Parts Nos. 17 and 50 on the Reference Plan 66R-17954;
- (b) “*Bus Station*” means the fifteen (15) bay bus station, situated primarily below-grade and generally underneath a portion of the *Parking Deck*, together with associated ramps and driveways, to be located within Parts Nos. 1, 8, 9, 14, 16, 21, 32, 35, 41, 43, 45, 66 and 69 on Reference Plan 66R-17954;
- (c) “*Maintenance*” means the existence, operation, inspection, maintenance, repair, alteration, re-construction and, as necessary, removal and replacement (including, without limitation, those activities of the kinds just described, the costs of which, in accordance with generally accepted accounting principles, would be treated as capital in nature), and *Maintained* and *Maintaining* have like meanings;
- (d) “*Mall*” means the lands and premises more particularly described in Section “C” herein and retail shopping mall and ancillary facilities constructed thereon, including associated parking located in the City of Toronto, commonly referred to as “Fairview Mall”;
- (e) “*MEB*” means the main entrance building fronting on Sheppard Avenue East providing a means of ingress to and egress from the *Station*, to be located within Part No. 2 on Reference Plan 66R-17954;
- (f) “*Parkade*” means the four (4) storey above-grade parking facility to be located within Parts Nos. 10, 11, 12, 13, 36, 37, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 65 and 68 on Reference Plan 66R-17954;
- (g) “*Parking Deck*” means the at-grade replacement parking deck together with associated ramps and driveways to be located within Parts Nos. 15, 18, 19, 29, 30, 31, 33, 43, 44, 46, 63, 64 and 70 on Reference Plan 66R-17954;
- (h) “*Parking Facility*” means the *Parking Deck* and *Parkade* including driveways, elevators, escalators, stairwells and vent shafts (if any) located therein;

- (i) “*Planters*” means the terrassed landscaping planters (including replacement soil and vegetation as same may from time to time be required) to be located within Parts Nos. 25 and 26 on Reference Plan 66R-17954;
- (j) “*PPUDO*” means the passenger pick-up and drop-off facility for the use of transit patrons, to be located within Parts Nos. 40 and 47 on Reference Plan 66R-17954;
- (k) “*PSS*” means the power sub-station appurtenant to the transit system, to be located within Parts Nos. 4, 34 and 35 on Reference Plan 66R-17954;
- (l) “*Principal Easements*” means the “*Transferors’ Support Easement*”, “*Transferee’s Support Easement*”, “*Access Easement*”, “*Transit Easement*”, “*Vent Easement*”, “*PPUDO Easement*”, “*Transferors’ Sewer Easement*” and “*Transferee’s Sewer Easement*”, all as defined and contained in Section “B” hereof;
- (m) “*Property*” means the lands located generally at the north-east corner of Don Mills Road and Sheppard Avenue East in the City of Toronto, being part of Lot 16, Concession 3, East of Yonge Street and more particularly designated as Parts 5, 7, 9, 10, 11, 12, 13, 15, 18, 19, 21, 22, 25, 26, 29, 30, 31, 32, 33, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69 and 70, on Reference Plan 66R- 17954 within which the *Parking Facility* is to be constructed;
- (n) “*Station*” means those portions of the Don Mills Station of the transit system operated by the Transferee or the Toronto Transit Commission to be comprised of the *Subway*, *Bus Station*, *PPUDO*, *MEB*, *AFE* *PSS* and *Vents*, together with all associated means of access and egress thereto and therefrom including, without limitation, driveways, accessways, elevators, escalators and stairwells;
- (o) “*Subway*” means the Sheppard Subway together with all works appurtenant or ancillary thereto, to be constructed primarily within the Sheppard Avenue East road allowance, the remaining portions of which are to be constructed within the *Transferee’s Lands*;
- (p) “*Transferee*” means the City of Toronto, its local boards, agencies and commissions as established from time to time by statute or regulations, including, without limitation, the *City of Toronto Act, 1997 (No. 2)*;
- (q) “*Transferee’s Fee Lands*” means the lands being the freehold and leasehold interest in part of Parcel 16-6, Section Y-15, being part of Lot 16, Concession 3, East of Yonge Street, designated as Parts 1, 2, 3, 4, 6, 8, 14, 16, 17, 20, 23, 24, 27, 28, 34, 35, 50 and 66 on Reference Plan 66R-17954.
- (r) “*Transferee’s Lands*” means the lands being part of Lot 16, Concession 3, East of Yonge Street and more particularly described in Instrument No. E177688;

- (s) “*Transferors’ Equipment*” means those drainage pipes and electrical conduit necessary for the use and operation of the *Parking Facility* located within the *Transferee’s Lands*;
- (t) “*Transferee’s Parkade Equipment*” means CCTV, alarm and intercom systems, commuter parking gate control equipment, gates, barriers, signals, signs, ticket windows and/or booths and mechanical and electrical equipment located within the *Parkade* and belonging to the *Transferee* from time to time; and
- (u) “*Vents*” means the intake and exhaust vents serving the *Station*, to be located within Parts Nos. 3, 9, 20, 21, 23, 24, 27 and 28 on Reference Plan No. 66R-17954.

B. EASEMENTS

1. PPUDO EASEMENT (Parts Nos. 40 and 47, Plan 66R-17954)

(1) Easement

Together with, as appurtenant to the *Transferee’s Fee Lands* in perpetuity, for the benefit of the *Transferee* and its patrons, agents, servants, contractors, employees and workers:

- (a) an exclusive easement or rights in the nature of an easement, in, on, over and through those portions of the *Property* comprised of Parts Nos. 40 and 47 on Reference Plan 66R-17954 (the “*PPUDO Easement Lands*”) for the purposes of the construction and *Maintenance* of the *PPUDO*; and
- (b) an exclusive easement to enter in, upon, and across the *PPUDO Easement Lands* at all times with all necessary plant, machinery, tools, implements and materials as may be reasonably necessary for the purposes set out in clause 1(1)(a) hereof or otherwise in connection with the *PPUDO* or any part thereof;

(collectively, the “*PPUDO Easement*”).

The benefitting lands are the *Transferee’s Fee Lands*.

(c) Restriction

The Transferors shall grant no other easement or other right or interest in, on, over or through the *PPUDO Easement Lands* or any of them without the prior consent of the *Transferee* which may, notwithstanding paragraph 9 hereof, be withheld in its sole and absolute discretion.

2. TRANSIT EASEMENT (Parts Nos. 32, 41, 43, 44, 45, 69 and 70, Plan 66R-17954)

(1) Easement

Together with, as appurtenant to the *Transferee's Fee Lands* in perpetuity:

- (a)** for the benefit of the *Transferee*, its vehicles and their operators, the use and operation of driveways, accessways or rights-of-way, as same may, from time to time, exist for the purposes of ingress and egress to and from the *Bus Station* from and to the public highways bordering the *Property* for public transit purposes (the "*Transitway*"), as follows:

 - (i)** an exclusive easement or rights in the nature of an easement, in, on, across, over and through those portions of the *Property* comprised of Parts Nos. 32, 41, 45 and 69 on Reference Plan 66R-17954;
 - (ii)** an easement or rights in the nature of an easement in common with all others entitled thereto in, on, over and through that portion of the *Property* comprised of Part No. 43 on Reference Plan 66R-17954; and
 - (iii)** in the event that Parts Nos. 45 and/or 69 on Reference Plan 66R-17954 is or are temporarily non-useable for such purposes (due to, without limitation, the temporary encumbrance thereof by damaged or disabled transit vehicles), permission to temporarily use in common with all others entitled thereto, respectively, Parts Nos. 44 and 70 on Reference Plan 66R-17954 for such purposes;

(Parts Nos. 32, 41, 43, 44, 45, 69 and 70 on Reference Plan 66R-17954 referred to in sub-clauses (i) to (iii) inclusive of clause 2(1)(a) above being hereinafter collectively referred to as the "*Transit Easement Lands*"); and

- (b)** for the benefit of the *Transferee*, its agents, servants, contractors, employees and workers, an easement to enter in, on, over and through the *Transit Easement Lands* at all times with all necessary plant, machinery, tools, implements and materials as may be necessary for the purposes of the construction and/or *Maintenance* of the *Transitway* or any part thereof in connection therewith, including without limitation, the repair and/or removal of damaged or disabled transit vehicles,

(the easements referred to in clauses 2(1)(a) and 2(1)(b) above are hereinafter collectively referred to as the "*Transit Easement*").

The benefitting lands are the *Transferee's Fee Lands*.

(2) Restriction

- (a) The Transferors shall grant no other easement, or other right or interest in, on, over or through those portions of the *Transit Easement Lands* referred to in clauses 2(1)(a)(ii) and (iii) and (b) hereof which would in any material respect be inconsistent with the purposes of the *Transit Easement* as set out in paragraph 2(1) hereof without the prior consent of the *Transferee*.
- (b) The Transferors shall grant no other easement or other right or interest in, on, over or through those portions of the *Transit Easement Lands* referred to in clause 2(1)(a)(i) hereof without the prior consent of the *Transferee* which may, notwithstanding paragraph 9 hereof, be withheld in its sole and absolute discretion.

3. ACCESS EASEMENT (Parts Nos. 18, 22, 33, 42, 43, 44, 46, 63, 64, 67 and 70, Plan 66R-17954)

(1) Easement

Together with, as appurtenant to the *Transferee's Fee Lands* in perpetuity an easement or rights in the nature of an easement, for the benefit of the *Transferee*, its agents, licensees and patrons, in common with the rights of the Transferors and its tenants, subtenants, customers, employees, contractors and agents:

- (a) through and along and upon those portions of the *Property* consisting of Parts Nos. 18, 63 and 67 on Reference Plan 66R-17954 , as pedestrian routes and Part No. 22 on Reference Plan 66R-17954 as a pedestrian route, also designated for use by persons with disabilities; and
- (b) through and along and upon those portions of the *Property* consisting of Parts Nos. 33, 42, 43, 44, 46, 64 and 70 on Reference Plan 66R-17954, as combined pedestrian and vehicular routes;

(collectively, the “*Access Easement Lands*”) for the purposes of direct and unobstructed ingress and egress to and from the *Station* by transit patrons (both able-bodied and disabled) from and to the public highways bordering the *Property* (the “*Access Easement*”).

The benefitting lands are the *Transferee's Fee Lands*.

(2) Restriction

The Transferors shall grant no other easement or other right or interest in, on, over, or through the *Access Easement Lands* or any of them which would in any material respect be inconsistent with the purposes of the *Access Easement* as set out in paragraph 3(1) hereof without the prior consent of the *Transferee*.

4. VENTILATION EASEMENT (Parts Nos. 9, 19 and 21, Plan 66R-17954)

(1) Easement

Together with, as appurtenant to the *Transferee's Fee Lands* in perpetuity, for the benefit of the *Transferee*, its respective agents, contractors, licensees and employees for the purposes of construction and *Maintenance* of the ventilation and exhaust system appurtenant to the *Bus Station* (the "*Easement Vents*"):

- (a) an exclusive easement or rights in the nature of an easement in, on, over and through those portions of the *Property* consisting of Parts Nos. 9 and 21 on Reference Plan 66R-17954;
- (b) an easement or rights in the nature of an easement in common with others entitled thereto through that portion of the *Property* consisting of Part No. 19 on Reference Plan 66R-17954;

(the lands in clauses (a) and (b) of this paragraph 4(1) being hereinafter collectively referred to as the "*Vent Easement Lands*"); and

- (c) an easement to enter at all times in, on, over and through the *Vent Easement Lands* with all necessary vehicles, plant, machinery, tools, implements and materials as may be necessary for purposes in connection with the construction and *Maintenance* of the *Vents* or any part thereof,

(collectively, the "*Vent Easement*").

The benefitting lands are the *Transferee's Fee Lands*.

(2) Restriction

- (a) The Transferors shall grant no other easement or other right or interest in, on, over or through that portion of the *Vent Easement Lands* described in clause 4(1)(b) hereof or any part thereof which would in any material respect be inconsistent with the purposes of the *Vent Easement* as set out in paragraph 4(1) hereof, without the prior consent of the *Transferee*.
- (b) The Transferors shall grant no other easement or other right or interest in, on, over or through those portions of the *Vent Easement Lands* described in clause 4(1)(a) hereof or any part thereof without the prior consent of the *Transferee* which may, notwithstanding paragraph 9 hereof, be withheld in its absolute and sole discretion.

5. SUPPORT EASEMENTS

- (1) *Transferors' Support Easement:* (Parts Nos. 1, 2, 3, 4, 6, 8, 14, 16, 17, 20, 23, 24, 27, 28, 34, 35, 50 and 66, Plan 66R-17954)

Reserving unto the Transferors an easement in perpetuity for the right of support of the *Parking Facility* by and through the *Transferee's Fee Lands* and those structures including, without limitation, any existing or future (if permitted in accordance with the terms hereof) foundation, column, beam, girder or other type of structure which provide support for any part of the *Parking Facility* (the "*Support Structures*"), whether located wholly or partly within the *Transferee's Fee Lands* as same from time to time exist, together with the right, licence, easement or right in the nature of an easement in favour of the Transferors, its employees, workers, agents, and contractors to enter upon the *Transferee's Fee Lands* as hereinafter provided with all reasonably necessary plant, machinery, tools, implements and materials as may be necessary for the *Maintenance* of the *Support Structures* or any part thereof (the "*Transferors' Support Easement*"); together with a right of reasonable access to the *Transferee's Fee Lands* in common with others entitled thereto through those portions of the *Transferee's Fee Lands* as are most directly necessary for the said purposes; provided however that the Transferors shall not exercise its rights under this paragraph in such manner that the support (whether lateral, vertical or otherwise), existence, operation, *Maintenance*, ventilation, stability or safety of the *Station* and/or the safety of transit patrons shall in any manner be endangered, or in any materially adverse way interfered with.

The benefitting land is the *Property*.

- (2) *Transferee's Support Easement:* (Parts Nos. 5, 7, 9, 10, 11, 12, 13, 15, 18, 19, 21, 22, 25, 26, 29, 30, 31, 32, 33, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69 and 70, Plan 66R-17954)

Together with an easement as appurtenant to the *Transferee's Fee Lands* in perpetuity, for the right of support of the *Station*, by and through the *Property* (including, without limitation, the benefit of the loading and bearing from structures located therein) and the *Support Structures*, whether located wholly or partly within the *Property*, as same may from time to time exist, together with the right, licence, easement or right in the nature of an easement in favour of the *Transferee*, its employees, workers, agents, and contractors to enter upon the *Property* as hereinafter provided with all reasonably necessary plant, machinery, tools, implements and materials as may be necessary to *Maintain* the *Support Structures* or any part thereof (the "*Transferee's Support Easement*"); together with a right of reasonable access to the *Property* in common with others entitled thereto through those portions of the *Property* as are most directly necessary for the said purposes; provided however that the *Transferee* shall not exercise its rights under this paragraph in such manner that the support (whether lateral, vertical or otherwise), existence, operation, *Maintenance*, ventilation, stability or safety of the *Parking Facility* and/or the safety of *Mall* customers shall in any manner be endangered, or in any materially adverse way interfered with.

The benefitting lands are the *Transferee's Fee Lands*.

(3) Restriction

The Transferors shall grant no further easement or other right or interest in, over or through the *Property* which would in any material respect be inconsistent with the purposes of the *Transferee's Support Easement* without the prior consent of the *Transferee* and the *Transferee* shall grant no further easement or other right or interest in, on or through the *Transferee's Fee Lands* which would in any material respect be inconsistent with the purposes of the *Transferors' Support Easement* without the prior consent of the Transferors.

6. SEWER EASEMENTS

(1) Transferors' Sewer Easement: (Part No. 8, Plan 66R-17954)

Reserving unto the Transferors an easement or rights in the nature of an easement in perpetuity for the purpose of a drainage sewer and related facilities (both existing and future) required as part of the *Parking Facility* (hereinafter called the "*Transferors' Sewer*") in, on, over and through Part No. 8 on Reference Plan 66R-17954 (the "*Transferors' Sewer Lands*") together with the right of their employees, workers, contractors and agents to enter at any time in, upon and through the *Transferors' Sewer Lands* with all necessary plant, machinery, tools, implements and materials as may be necessary for the purpose of the construction, operation, use, inspection, repair, maintenance, alteration, reconstruction and replacement of the *Transferors' Sewer* or any part thereof or for any other lawful purpose in connection therewith (the *Transferors' Sewer Easement*").

The benefitting land is the *Property*.

(2) Transferee's Sewer Easement: (Part No. 7, Plan 66R-17954)

Together with an easement or rights in the nature of an easement as appurtenant to the *Transferee's Fee Lands* in perpetuity, for the purpose of a combined drainage and storm sewer and related facilities (both existing and future) required as part of the *Station* (hereinafter called the "*Transferee's Sewer*") in, on, over and through Part No. 7 on Reference Plan 66R-17954, (the "*Transferee's Sewer Lands*") together with the right of its employees, workers, contractors and agents to enter at any time in, upon and through the *Transferee's Sewer Lands* with all necessary plant, machinery, tools, implements and materials as may be necessary for the purpose of the construction, operation, use, inspection, repair, maintenance, alteration, reconstruction and replacement of the *Transferee's Sewer* or any part thereof or for any other lawful purpose in connection therewith (the "*Transferee's Sewer Easement*").

The benefitting lands are the *Transferee's Fee Lands*.

(3) Restriction

The Transferors shall grant no further easement or other right or interest in, on, over or through the *Transferee's Sewer Lands* which would in any material respect be inconsistent with the purposes of the *Transferee's Sewer* without the prior consent of the *Transferee* and the *Transferee* shall grant no further easement or other right or interest in, on, over or through the *Transferors' Sewer Lands* which would in any material respect be inconsistent with the purposes of the *Transferors' Sewer* without the prior consent of the Transferors.

7. ANCILLARY EASEMENTS

- (1) Transferee's Ancillary Easement: (Parts Nos. 5, 7, 9, 10, 11, 12, 13, 15, 18, 19, 21, 22, 25, 26, 29, 30, 31, 32, 33, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68, 69 and 70, Plan 66R-17954)

Together with, as appurtenant to the *Transferee's Fee Lands* in perpetuity, easements or rights in the nature of easements, in common with all others entitled thereto, as follows:

- (a) in, over, through and along the *Property* for the use by the *Transferee* its agents, licensees, invitees, contractors and employees as and where reasonably necessary for the purpose of access to, and the *Maintenance* of:
 - (i) the buildings, structures and fixtures forming part of the *Station* or any other buildings, structures and fixtures located on the *Transferee's Fee Lands* from time to time;
 - (ii) the *Transferee's Parkade Equipment*; and
 - (iii) those portions of the *Transit Easement Lands* located within Parts Nos. 32, 41 and 45 on Reference Plan 66R-17954;
- (b) in, on and through that portion of the *Property* located within Part No. 48 on Reference Plan 66R-17954 for the purpose of allowing the *Transferee* its agents, licensees, invitees, contractors and employees to annex, install or attach fixtures and equipment appurtenant to the structure located from time to time within Parts Nos. 17 and 50 on Reference Plan 66R-17954;
- (c) in, over, through and along the *Property* for the purpose of allowing the *Transferee* its agents, licensees, invitees, contractors and employees as and where reasonably necessary to exercise their rights and obligations under the *Principal Easements*; and
- (d) through and along the *Property* from and to public highways bordering the *Property* as is reasonably necessary for the exercise by the *Transferee* its contractors, licensees and employees, with all vehicles, plant, machinery,

tools, equipment, implements and materials as may be reasonably necessary for the exercise of the entitlements set out in clauses 7(1)(a), (b) and (c) hereof.

The benefitting lands are the *Transferee's Fee Lands*.

- (2) Transferors' Ancillary Easement: (Parts Nos. 1, 2, 3, 4, 6, 8, 14, 16, 17, 20, 23, 24, 27, 28, 34, 35, 50 and 66, Plan 66R-17954)

Reserving unto the Transferors as appurtenant to the *Property*, easements or rights in the nature of easements in perpetuity, in common with all others entitled thereto, as follows:

- (a) in, over, through and along the *Transferee's Fee Lands* for the use by the Transferors, its agents, licensees, invitees contractors and employees as and where reasonably necessary for the purposes of access to, and the *Maintenance* of:
 - (i) the *Planters* and the buildings, structures and fixtures forming part of the *Parking Facility* or any other buildings, structures and fixtures located on the *Property* from time to time;
 - (ii) the *Access Easements*; and
 - (iii) the *Transferors' Equipment*;
- (b) in, over, through and along the *Transferee's Fee Lands* for the purpose of allowing the Transferors, their respective agents, licensees, invitees, contractors and employees as and where reasonably necessary to exercise their rights and obligations under the *Principal Easements*; and
- (c) through and along the *Transferee's Fee Lands* as reasonably necessary for the exercise by the Transferors and their respective contractors, licensees and employees, with all vehicles, plant, machinery, tools, equipment, implements and materials as may be reasonably necessary for the exercise of the entitlements set out in clauses 7(2)(a) and 7(2)(b) hereof.

The benefitting land is the *Property*.

8. BENEFITTING PARTIES

Any easement or right contained in the Transfer registered as Instrument No. E177688 shall be for the benefit not only of the parties hereto but also for the benefit of any tenants, subtenants, licensees, employees, agents, invitees and contractors of such party whom such party shall permit to use such easement.

9. APPROVALS

Where an approval or consent is required pursuant hereto, such approval or consent shall be in writing and shall not be unreasonably withheld or delayed unless otherwise specifically provided.

C. MALL

FIRSTLY - FREEHOLD LANDS:

PIN 10048-0067(LT)

Parcel 16-6, Section Y15, being the freehold interest in:

Firstly:

Parts of Lots 16 and 17, Concession 3, East of Yonge Street, being Part 4 on Plan 66R-3563, save and except Parts 5, 6 and 7 on Plan 66R-13970.

Subject to an easement in favour of The Hydro-Electric Commission of the Borough of North York over Part 1 on Plan 66R-6460 as described in Instrument No. A462352.

Subject to an easement in favour of Her Majesty the Queen in Right of Ontario over Part 4 on Plan 66R-13970 as described in Instrument No. C267776.

BA658 registered as D293 confirms part of the boundaries of this land as in Instrument No. A501297.

Secondly:

Part of Lot 1, Expropriation Plan MX41 being Parts 2 and 3 on Plan 66R-13970.

Subject to an easement in favour of Her Majesty the Queen in Right of Ontario over Part 3 on Plan 66R-13970 as described in Instrument No. C328708.

BA2408 registered as D948 confirms part of the boundaries of this land as in Instrument No. C522526, Township of York/North York.

SAVE AND EXCEPT:

In the City of Toronto being part of Parcel 16-6, Section Y-15, being the freehold interest in part of Lot 16, Concession 3, East of Yonge Street, designated as Parts 1, 2, 3, 4, 6, 8, 14, 16, 17, 20, 23, 24, 27, 28, 34, 35, 50 and 66 on Plan 66R-17954.

SECONDLY - LEASEHOLD LANDS:

PIN 10048-0068(LT)

Parcel 16-6, Section Y-15, being the leasehold interest in:

Firstly:

Parts of Lots 16 and 17 in Concession 3, East of Yonge Street, designated as Part 4 of a plan of Survey of Record in the office of Land Titles at Toronto as R-3563, save and except those portions of said Lots 16 and 17, Concession 3, East of Yonge Street, designated as Parts 5, 6 and 7 on Plan 66R-13970, subject to an easement in favour of the Hydro-Electric Commission of the Borough of North York over Part 1 on Plan 66R-6460 as set out in Instrument No. A-462352.

Secondly:

Part of Lot 1, Expropriation Plan MX-41, designated as Parts 2 and 3 on Plan 66R-13970, subject to an easement in favour of Her Majesty the Queen in Right of Ontario over Part 3 on Plan 66R-13970 as described in Instrument No. C328708. Part of the boundaries of this land is confirmed by Plan BA-2408, registered as Plan D-948 as set out in Instrument No. C522526.

SAVE AND EXCEPT:

In the City of Toronto being part of Parcel 16-6, Section Y-15, being the leasehold interest in part of Lot 16, Concession 3, East of Yonge Street, designated as Parts 1, 2, 3, 4, 6, 8, 14, 16, 17, 20, 23, 24, 27, 28, 34, 35, 50 and 66 on Plan 66R-17954.

SCHEDULE “B” TO BY-LAW No. 458-1998

COMMUTER PARKING LEASE

1. Definitions:

For the purposes of this *Lease*, including the preceding Recitals:

- (a) “*Additional Rent*” means any and all monies and charges required to be paid by the *City* to *Fairmall* or to any third party under or pursuant to the terms of this *Lease*, save only for *Basic Annual Rent*;
- (b) “*Basic Annual Rent*” has the meaning ascribed thereto in Section 5 hereof;
- (c) “*Building Lease*” means the lease registered as Instrument No. C-328707, as amended by lease amending agreement registered as Instrument No. C-349262;
- (d) “*Business Day*” means a day which is not :
 - i. a Saturday or a Sunday; or
 - ii. a day observed as a holiday under the laws of Canada;
- (e) “*City Lands*” means those lands transferred to the *City* pursuant to the *Transfer*;
- (f) “*Commencement Date*” means the date upon which the *Station* is opened to the public for transit purposes, as evidenced by a notice to such effect from the *City* to *Fairmall*, which notice is to be delivered to the *Owners* at least 30 days prior to the *Commencement Date*;
- (g) “*Commuter Use Period*” means the hours from 06:00 to 09:30 on Monday to Friday, both inclusive, excluding statutory holidays;
- (h) “*Lease*” means the lease, notice of which was registered on June 26, 1998 as Instrument No. E177724;
- (i) “*Lease Year*” means the calendar year, commencing on January 1 each year and ending on December 31 each year, except that if the *Commencement Date* is not January 1, the first *Lease Year* shall be the balance of the calendar year from the *Commencement Date* to the next December 31 and if the *Term* does not expire on December 31, the last *Lease Year* shall be from January 1 in the calendar year in which the *Term* expires to the last day of the *Term*;
- (j) “*Maintenance*” means the existence, use, operation, inspection, maintenance, repair, alteration, re-construction, and, as necessary, removal and replacement (including, without limitation, replacements the cost of which, in accordance with generally accepted accounting principles, would be treated as capital in nature); “*Maintenance*”, “*Maintain*”, and “*Maintained*” have corresponding meanings;

- (k) “*Mall*” means the retail shopping mall and ancillary facilities set out in section “C” of Schedule “A” to this by-law, including associated parking, commonly referred to as “Fairview Mall”, located on the lands in the City of Toronto described as Parcels 16-6 Freehold and 16-6 Leasehold, Section Y-15, City of Toronto (formerly City of North York, Municipality of Metropolitan Toronto), save and except the *City Lands*, together with all buildings and other improvements constructed thereon from time to time;
- (l) “*MEMOA*” means the “*Mutual Easement and Maintenance Obligation Agreement*” made as of June 25, 1998 between the *Owners*, the *City* and *TTC* registered as Instrument No. E177711, providing for the rights and obligations of each of those parties with respect to access to and egress from and *Maintenance* of the *Parkade*, the *Station*, and other matters;
- (m) “*Parkade*” means the FOUR (4) storey parking facility, including paving and other improvements, equipment and fixtures located within Parts 9, 10, 11, 12, 13, 36, 37, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 65 and 68 on the *Reference Plan*, as the same may be altered or replaced from time to time in accordance with this *Lease*, the *MEMOA* and the *Principal Easements*;
- (n) “*Premises*” means the top (fourth) floor of the *Parkade*, together with a portion of the third floor of the *Parkade*, more particularly described as Parts Nos. 53, 56, 57, 58, 59, 60, 61 and 62 on the *Reference Plan*, comprising 366 parking spaces. If there is a material revision of the plans and specifications pursuant to which the *Parkade* is to be constructed that results from a request made by one or more of the *City*, *TTC* or their respective contractors, which revision results in a reduction in the number of parking spaces provided by the *Parkade*, the number of parking spaces included in the *Premises* will be reduced proportionately.
- (o) “*Principal Easements*” means those easements granted in favour of the *City* and others in the *Transfer*;
- (p) “*Property*” means the lands defined as such in Schedule “A” to this by-law, leased to *Fairmall* pursuant to the *Building Lease*, on a portion of which the *Parkade* is to be constructed;
- (q) “*Reference Plan*” means Plan 66R-17954;
- (r) “*Rent*” means *Basic Annual Rent* and *Additional Rent*;
- (s) “*Station*” means certain improvements forming part of the Sheppard Avenue subway and works ancillary thereto, including: all transit structures; the bus terminal, its ramps and its roof (the “*Bus Station*”); all columns and footings required for transit structures, and that portion of the columns and footings for the *Parkade* located within the *Bus Station*, or integrated with the perimeter walls and to the *Bus Station*; the east-west and north-south bus lanes for the exclusive use of the *TTC* shown as Parts 45 and 69, respectively, on the *Reference Plan* (the “*Exclusive Busway*”); the

subway tunnel box, track and ancillary improvements (collectively, the “*Subway*”); the station, platform and concourse for the *Subway*, and its roof; the automatic entrance building (the “*AFE*”); the commuter parking control gates for the *Parkade*; the elevators connecting the *Bus Station* and the at-grade mall parking level; the transformer station and ancillary areas (the “*Transformer Station*”); passenger pick-up and drop-off facility and ancillary areas (the “*PPUDO*”); the main entrance building (the “*MEB*”); all associated means of pedestrian and vehicular access and egress to and from all of the foregoing including, without limitation, walkways, driveways, elevators, escalators, stairwells, vents, vent shafts and structures, shown as Parts 1, 2, 3, 4, 8, 9, 14, 16, 17, 19, 20, 21, 23, 24, 27, 28, 32, 34, 35, 38, 39, 40, 41, 42, 43, 45, 47, 49, 50, 54, 62, 66, 68 and 69 on the *Reference Plan*;

- (t) “*Term*” means the 25 year period commencing on the *Commencement Date* together with a renewal term of 25 years less one day, if the *City's* right to renew this *Lease* is exercised;
- (u) “*Transfer*” means the Transfer/Deed of Land of the *City Lands* to the *City* registered as Instrument No. E177688;
- (v) “*Transit Facilities*” means the *Station* and ancillary transit facilities, or any of them, operated by the *TTC* and/or other transit operators in the vicinity of the *Premises*; and

2. Demise, Term and Renewal:

- (1) *Fairmall* agrees to lease the *Premises* to the *City*, to have and to hold the *Premises* for the *Term*, upon and subject to the terms and conditions set out in the *Lease*, subject, however, to earlier termination at the option of the *City*. At the date of the *Lease*, the parties anticipate that the *Term* will begin in June of 2002.
- (2) *Fairmall* acknowledges and agrees that notwithstanding that the *Premises* have been demised to the *City*, the actual use of the *Premises*, the exercise of the rights of the *City* hereunder, and the use and enjoyment of the *Premises* may be by the *TTC*, and, where applicable, its patrons and invitees.
- (3) The *City* shall be entitled to renew the *Lease* for an additional term of 25 years less a day, on the same terms and conditions as set out in the *Lease* except for the right to renew and except for the obligation to make the payments provided for in Section 6 of the *Lease*. The right to renew can only be exercised by the *City* on not less than 9 months notice given by the *City* to *Fairmall* prior to the expiration of the initial 25 year portion of the *Term*.

3. Use and Overlapping Use:

(1) The City's Use of Parkade and Premises:

During the *Term* the *Premises* shall not be used by the *City* for other than the purpose of providing: (i) parking spaces for private passenger vehicles of patrons of the *TTC*

using the *Station*, and access thereto; and (ii) pedestrian access to and from the *Station* for transit patrons (both able-bodied and disabled); and (iii) all matters reasonably incidental to the exercise of the rights provided for in (i) and (ii), immediately preceding;

(2) Commuter Use Period:

(a) During the *Commuter Use Period*, the *City* will have exclusive control of access to the *Premises* from the remainder of the *Parkade* and from the *Property*. Except as provided in the balance of this sentence, the *City* will have exclusive use of the *Premises* during the *Term*, for the purpose of providing parking spaces for passenger vehicles of patrons of *TTC*, but reserving in favour of *Fairmall*, for the benefit of customers of the *Mall*, the right to park, after 09:30 on any day during the *Commuter Use Period*, and on any day not during the *Commuter Use Period*, in any parking space in the *Premises* which is or becomes available after that time. All cars within the *Premises* after 02:00 on any day shall be removed by *Fairmall* prior to 06:00 on the day next following during the *Commuter Use Period* (or, at *Fairmall's* option, to be exercised reasonably, an equal number of parking spaces immediately adjacent to the *Premises* and comparable to those spaces occupied by the cars remaining after 02:00 may be provided). *Fairmall* will retain control over access to all other parts of the *Property*, subject to its obligations under this *Lease*, and *Fairmall* will have control over access to the *Premises* for use by the customers of the *Mall* at all times other than during the *Commuter Use Period* and, in addition, at any times during the *Commuter Use Period* when, at the election of *TTC*, in its sole discretion (notice of the exercise of which has been given to *Fairmall*), the *Premises* are not needed for *TTC* purposes.

(b) *Fairmall* recognizes and agrees that parking customers of the *City* who have been admitted by the *City* during the *Commuter Use Period* on any day may remain thereafter for the balance of the day whether or not they are customers of the *Mall*. *Fairmall* agrees that such extended use shall give rise to no claim or objection by *Fairmall* as against the *City* or such customers, but (without limiting *Fairmall's* obligations under sub-paragraph (a), immediately preceding, to remove vehicles), *Fairmall* and the *City* shall co-operate in providing a solution if any such extended use becomes an abuse.

(3) Fairmal's Use of Parkade: Subject to the *City's* use and occupancy of the *Premises* contemplated by Subsections (1) and (2) of this Section, *Fairmall* may use and occupy the *Premises* for parking purposes for the general purposes of the *Mall* and its occupants, customers and other invitees. Such use and occupation shall be in the sole discretion of *Fairmall*, provided that *Fairmall* does not interfere with or impose additional charges on the vehicles of *TTC* patrons who have parked in the *Premises* during the *Commuter Use Period*, whether or not the vehicles remain after the *Commuter Use Period*. *Fairmall* may, in its sole discretion, and using its own equipment, implement pay parking in those portions of the *Parkade* other than the *Premises*, and in the *Premises* other than during the *Commuter Use Period* (the

“*Fairmall’s Pay Parking Arrangement*”). The *City* and *TTC* are not entitled to any share of any pay parking revenue received by *Fairmall* on the basis of *Fairmall’s Pay Parking Arrangement*. During the *Commuter Use Period*, *Fairmall* will use its commercially reasonable best efforts (which may include ticket validation) to ensure that the customers of the *Mall* to whom it may make available pay parking are not making use of the parking spaces made available to them for purposes of transit system use, but rather for the exclusive purposes of patronizing the *Mall*.

- (4) **Traffic Control:** Each of *Fairmall* and *City* acknowledges that a system of access and traffic controls pertaining both to access to the *Premises* and to the *Mall* as a whole is required, so as to ensure that during the *Commuter Use Period* and prior to the general opening of the *Mall* to the public for business on its business days, customers of the *City* will be directed to the *Premises* in a reasonably direct and convenient way, and will be prevented from using the parking facilities on the balance of the *Mall* intended for use by occupants and customers of the *Mall*. A system of control, including barriers, gates, policing, one-way roads and signage, has been developed by *Fairmall* and the *City*, (the “*Access Control System*”). The initial installation of the *Access Control System* shall be the responsibility of the *City*, at its cost. Once installed, the *Access Control System* shall be Maintained by *Fairmall*. Any material variation of the *Access Control System* during the *Term* will be subject to the approval of the *City*. The *City* acknowledges that any system of controls may not be fully effective to prevent unauthorized parking in the *Premises*, in that it will depend upon what is reasonable, feasible and possible having regard to *Fairmall's* obligations not only to the *City* but to tenants, other occupants of the *Mall* and their respective employees, licensees, suppliers and customers in respect of rights of access to the *Mall*.

SCHEDULE “C” TO BY-LAW No. 458-1998

COMMUTER PARKING EASEMENT

1. DEFINITIONS:

For the purposes of this Easement:

- (a) “*Ancillary Easement Lands*” means Part of Lot 16, Concession 3, East of Yonge Street, designated as Parts 5, 7, 9, 10, 11, 12, 13, 15, 18, 19, 21, 22, 25, 26, 29, 30, 31, 33, 36, 37, 38, 39, 40, 42, 43, 44, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68 and 70 on the *Reference Plan*;
- (b) “*Commuter Parking Easement Lands*” means Part of Lot 16, Concession 3, East of Yonge Street, designated as Parts 10, 11, 12, 13, 31, 33, 36, 37, 38, 39, 42, 43, 44, 46, 49, 51, 52, 54, 55, 64 and 70 on the *Reference Plan* (Freehold and Leasehold), City of Toronto;
- (c) “*Lease*” means the Lease dated June 25, 1998 made between the *Transferor* and the *Transferee*, inter alia, in relation to the *Premises* and all amendments and supplements made by written agreement among the parties, notice of which was registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) on June 26, 1998 as Instrument No. E177724;
- (d) “*Maintenance*” means the existence, use, operation, inspection, maintenance, repair, alteration, re-construction, and, as necessary, removal and replacement (including, without limitation, those activities of the kinds just described the cost of which, in accordance with generally accepted accounting principles, would be treated as capital in nature); “*Maintenance*”, “*Maintain*”, and “*Maintained*” have corresponding meanings;
- (e) “*Mall*” means the retail shopping mall and ancillary facilities, including associated parking, commonly referred to as “Fairview Mall”, located on the lands defined as such in Instrument No. E177688, together with all buildings and other improvements constructed thereon from time to time;
- (f) “*Parkade*” means the FOUR (4) storey parking facility, including paving and other improvements, equipment and fixtures located within Parts 9, 11, 13, 36, 37, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 65 and 68 on the *Reference Plan*, as the same may be altered or replaced from time to time in accordance with this *Lease*, the *MEMOA* and the *Principal Easements*;
- (g) “*Premises*” means the top (fourth) floor of the *Parkade*, together with a portion of the third floor of the *Parkade*, more particularly described as Parts 53, 56, 57, 58, 59, 60, 61 and 62 on the *Reference Plan*, comprising 366 parking spaces;

- (h) “*Principal Easements*” means the easements in favour of the *Transferor* and the *Transferee* created in a transfer to the *Transferee* which was registered in the Land Registry Office for the Land Titles Division of Metropolitan Toronto (No. 66) on June 26, 1998 as Instrument No. E177688;
- (i) “*Reference Plan*” means Plan 66R-17954;
- (j) “*Term*” means the period commencing on the 26th day of June, 1998 and ending on the date of expiry or earlier termination of the *Lease* together with a renewal term of 25 years less one day, if the *Transferee's* right to renew the *Lease* is exercised;
- (k) “*Transferee*” means the City of Toronto, its local boards, agencies and commissions as established from time to time by statute or regulations, including, without limitation, the *City of Toronto Act, 1997* (No. 2);
- (l) “*Transferee's Lands*” means part of Lot 16, Concession 3, East of Yonge Street, designated as Parts 1, 2, 3, 4, 6, 8, 14, 16, 17, 20, 23, 24, 27, 28, 34, 35, 50 and 66 on the *Reference Plan*, City of Toronto. Subject to and together with the easements or rights in the nature of easements as set forth in Instrument No. E177688; and
- (m) “*Transferee's Parkade Equipment*” means CCTV, alarm and intercom systems, commuter parking gates and control equipment, commuter parking signage, barriers, signals, signs and mechanical and electrical equipment located within the *Parkade* and in the common areas of the *Mall* and belonging to the *Transferee* consistent with the use and operation of the *Premises* as a commuter parking facility for transit patrons from time to time.

2. COMMUTER PARKING LEASE EASEMENT

Access Easement

(Parts 10, 11, 12, 13, 31, 33, 36, 37, 38, 39, 42, 43, 44, 46, 49, 51, 52, 54, 55, 64 and 70, Plan 66R-17954)

- (1) As appurtenant to the *Transferee's* interest in the *Premises* and the *Transferee's Lands*, and upon and subject to the terms and conditions of the *Lease* for the benefit of the *Transferee*, its agents, servants, contractors, employees, and workers, and for the benefit of transit patrons, in common with the rights of the owners of the *Mall* and their respective tenants, subtenants, customers, agents, servants, contractors, employees and workers, for the purposes of ingress and egress to and from the *Premises*, an easement for the *Term*, in common with all others entitled thereto on, across, and over the *Commuter Parking Easement Lands*.

The benefitting lands are the *Transferee's Lands*.

Ancillary Easements

(Parts 5, 7, 9, 10, 11, 12, 13, 15, 18, 19, 21, 22, 25, 26, 29, 30, 31, 33, 36, 37, 38, 39, 40, 42, 43, 44, 46, 47, 48, 49, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 67, 68 and 70, Plan 66R-17954)

- (2) As appurtenant to the *Transferee's* interest in the *Premises* and the *Transferee's Lands* for the *Term*, and upon and subject to the terms and conditions of the *Lease*, for the benefit of the *Transferee*, its agents, servants, contractors, employees and workers:
- (a) an easement in common with all others entitled thereto across, over and through the common exterior drive aisles and exterior pedestrian and vehicular accessways of the *Ancillary Easement Lands* located on the *Ancillary Easement Lands* for reasonable access and egress to and from the *Commuter Parking Easement Lands* from and to the public highways bordering the *Mall*, as necessary for the exercise of the rights set out in this paragraph;
 - (b) an easement in common with all others entitled thereto in, on, across, over and through the *Ancillary Easement Lands* for the use by the *Transferee* as and where reasonably necessary for the purpose of access to, and the *Maintenance* of:
 - (i) the buildings, structures and fixtures forming part of the *Premises* or any other buildings, structures and fixtures located on the *Premises* and the *Commuter Parking Easement Lands* from time to time; and
 - (ii) the *Transferee's Parkade Equipment*; and
 - (c) through and along the *Ancillary Easement Lands* from and to public highways bordering the *Ancillary Easement Lands* as is reasonably necessary for the exercise by the *Transferee* together with all vehicles, plant, machinery, tools, equipment, implements and materials as may be reasonably necessary for the exercise of the entitlements set out in clauses 2(a) and (b) hereof.

The benefitting lands are the *Transferee's Lands*.

- (3) Any easement or right contained herein shall be for the benefit not only of the parties hereto but also for the benefit of any tenants, subtenants, licensees, employees, agents, invitees and contractors of such party whom such party shall permit to use such easement.

SCHEDULE “D” TO BY-LAW No. 458-1998

TENANT	INSTRUMENT OR ASSESSMENT ROLL NO.	REGISTRATION DATE
Lighting Unlimited Corporation Limited	A282910	November 20, 1969
St. Clair Paint & Wallpaper (Toronto) Limited	A283884	December 4, 1969
Robert G. Bailey	A287990	February 23, 1970
Garo Limited	A289190	March 19, 1970
D’Allaird’s Limited	A289843	April 1, 1970
Leo M. Brown & Irvin Rechtshaffen, trading as Delta Optical	A289860	April 1, 1970
Aberdeen Florists (Don Mills) Limited	A290433	April 13, 1970
Arkel Management & Supply Limited	A293635	June 3, 1970
Henry Birks and Sons Limited	A293970	June 10, 1970
Tibco Limited	A293998	June 1, 1970
The Toronto-Dominion Bank	A294796	June 24, 1970
Kiosk Boutique Limited	A297112	July 24, 1970
Elk’s Department Stores Limited	A300800	September 11, 1970
Pennington’s Stores Limited	A300801	September 11, 1970
Embassy Cleaners (York) Limited	A300802	September 11, 1970
Reitman’s (Ontario) Limited	A300803/A300804	September 11, 1970
The Paris Ladies Shoppe (Brantford) Limited	A300805	September 11, 1970
Alton-Lewis Limited	A300806	September 11, 1970
Dylex Diversified Limited	A301148	September 16, 1970
Harry Rosen Men’s Wear Limited	A301149	September 16, 1970
Family Fair Stores Limited	A301149	September 16, 1970
The Gordon Jewellers (Downtown) Limited	A303393	October 21, 1970
Town Shoe Stores Company Limited	A303754	October 27, 1970
Rapanos Brothers Limited	A304350	November 2, 1970
Sarah Gruyecky and David Gruyecky	A310830	February 19, 1971
Koffler Stores Limited	A307048	December 11, 1970
Montreal Draperies Inc.	A310603	February 17, 1971
Bowring Brothers Limited	A318216	June 3, 1971
Cineplex Odeon Corporation	A368844	October 3, 1972
Coles Book Stores Limited	A419488	February 25, 1974
Loblaw Companies Limited	A482894	April 17, 1975
Reitmans Inc.	A940067	August 11, 1981

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City of Toronto By-law No. 458-1998

TENANT	INSTRUMENT OR ASSESSMENT ROLL NO.	REGISTRATION DATE
Winco Restaurants Limited	A976368	March 10, 1982
Clark Shoes Limited	A976458	March 11, 1982
Peoples Jewellers Limited	A977325/A977576	March 17, 1982/ March 18, 1982
Pennington's Stores Limited	A981111	April 7, 1982
Druxy's Inc.	A983332	April 27, 1982
Imasco R.I. Inc.	A983860	April 29, 1982
Shirley K. Maternity (Canada) Ltd.	A984557	May 3, 1982
Dalmy's (Canada) Limited	A988088/A988089	May 27, 1982/May 27, 1982
The New Image Cosmetic Boutique Salon Limited	A990282	June 9, 1982
Suzy Shier (Canada) Limited	C57372	May 13, 1983
Druxy's Inc., c.o.b. as Druxy's Deli	C62379	June 2, 1983
Swiss Chalet JV Corporation	C65272	June 16, 1983
Eddie Black's Limited	C76068	July 26, 1983
The Shoe Shoppe Limited	C94787	October 5, 1983
Holt, Renfrew & Co. Limited	C98526	October 24, 1983
Silvi Food Enterprises Limited	C103927	November 16, 1983
Marks & Spencer Canada Inc.	C116346	January 18, 1984
Royal Leather Goods Limited	C127333	March 19, 1984
MMMuffins Inc.	C182794	January 11, 1985
Harry Rosen Inc.	C185761	January 31, 1985
Sheppard Mill Limited	C193655	March 18, 1985
Lipton's Fashion Wear Limited	C253842	December 13, 1985
Multi Restaurants Inc.	C357352	February 19, 1987
Pennington's Stores Limited	C592578	August 30, 1989
Royal Doulton Canada Limited	C598568	September 25, 1989
Bovines Ltd.	C608685	November 8, 1989
Silvi Food Enterprises Limited	C618251	December 19, 1989
Black Photo Corporation	C628288	February 8, 1990
McDonald's Restaurants of Canada Limited	C628361	February 8, 1990
Sports Experts Inc.	C649205	May 24, 1990
The Bell Telephone Company of Canada	C692674	January 29, 1991
Mappins Inc.	C702455	April 8, 1991
IKC Investments Limited	C707449	May 7, 1991
Peoples Jewellers Limited	C760618	February 19, 1992

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TENANT	INSTRUMENT OR ASSESSMENT ROLL NO.	REGISTRATION DATE
Liptons International Limited	C838651	June 7, 1993
Marks & Spencer Canada Inc.	E95779	July 4, 1997
Window & Bed Covers Inc.	112770003000011	
878519 Ontario Inc.	112770003000080	
Flower Accents	112770003000121	
Japan Camera Centre Limited	112770003000141	
1107178 Ontario Inc.	112770003000161	
Benix & Co. Inc.	112770003000181	
Mopet Investments Limited	112770003000201	
Stokes Ltd.	112770003000241	
Aldo Shoes Inc.	112770003000281	
Woolworth Canada Inc.	112770003000301	
Pantorama Industries	112770003000311	
Agnew Group Inc.	112770003000321	
The Forzani Group Ltd.	112770003000361	
Le Groupe Dynamite Boutique	112770003000381	
Research Dimensions Ltd.	112770003000421	
Aldo Shoes Inc.	112770003000441	
Fairview General Dentists	112770003000461	
Clothing for Modern Times	112770003000464	
Chateau Stores of Canada Ltd.	112770003000521	
Straussco Holding Ltd.	112770003000541	
The Young Manufacturer Inc.	112770003000581	
Intertan Canada Ltd.	112770003000600	
Le Jean Bleu Inc.	112770003000661	
International Clothiers Inc.	112770003000681	
Adventure Electronics Inc.	112770003000701	
Route 66 Clothing	112770003000761	
Jewels by Koby Ltd.	112770003000781	
Liquor Control Board Ontario	112770003000801	
Sivex Housewares Inc.	112770003000821	
Spataro Jerry	112770003000861	
Bikini Village (Ontario) Inc.	112770003000881	
G. Walia Holdings Ltd.	112770003000901	
Melrose Clothing Company Ltd.	112770003000921	

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City of Toronto By-law No. 458-1998

TENANT	INSTRUMENT OR ASSESSMENT ROLL NO.	REGISTRATION DATE
2890259 Canada Inc.	112770003001001	
945150 Ontario Limited	112770003001021	
Sci-Tech Educational Inc.	112770003001041	
Chapters Inc.	112770003001061	
Shirmax Leasing Co. Limited	112770003001081	
3056350 Canada Inc.	112770003001091	
Calderone Shoe Co. Limited	112770003001101	
Boutique Tristan and Iseut	112770003001121	
Bata Industries Limited	112770003001181	
Eddie Bauer Canda Inc.	112770003001221	
Grand & Toy Limited	112770003001261	
Thrifty Riding & Sport Shop	112770003001281	
William E. Coutts Company	112770003001301	
Music World Limited	112770003001341	
Suzy Shier Limited	112770003001361	
International Clothiers Inc.	112770003001381	
Pantorama Industries Inc.	112770003001401	
Monsieur Dupont Paris Ltd.	112770003001421	
Shirmax Retail Ltd.	112770003001441	
1050418 Ontario Inc.	112770003001461	
Moyer Vico Corp.	112770003001481	
Brubella Handbags Inc.	112770003001501	
1018350 Ontario Limited	112770003001521	
Jalali & P Corporation Ltd.	112770003001541	
Travel Sensations East Inc.	112770003001561	
Third World Artisans Support	112770003001581	
The Foto Salon Inc.	112770003001601	
Chameleon Knitwear Inc.	112770003001621	
712362 Ontario Limited	112770003001641	
733138 Ontario Limited	112770003001661	
Noble Trading Co. Inc.	112770003001681	
Boathouse Row Don Mills Inc.	112770003001701	
Cortina Coiffures Limited	112770003001741	
Bonnie Togs Children Limited	112770003001781	

TENANT	INSTRUMENT OR ASSESSMENT ROLL NO.	REGISTRATION DATE
986804 Ontario Limited	112770003001821	
1152883 Ontario Ltd.	112770003001841	
Janda Products Canada	112770003001861	
Cotton Ginny Limited	112770003001881	
Boutique Au Coton Inc.	112770003001901	
M.Pearlman Enterprises Inc.	112770003001901	
Gerry Lewis Limited	112770003001941	
1130278 Ontario Limited	112770003001980	
Tadros and Tadros Limited	112770003002001	
1113964 Ontario Inc.	112770003002021	
Mister Keys Limited	112770003002061	
Purolator Courier Ltd.	112770003002081	
Eider Trader Inc.	112770003002101	
Casey Robert	112770003002121	
653274 Ontario Inc.	112770003002141	
3226727 Canada Inc.	112770003002301	
Jordan Stuart Jewellers Ltd.	112770003002321	
Tie Rack Canada Ltd.	112770003002361	
House of Knives Limited	112770003002361	
Mister Keys Limited	112770003002401	
Vivah Franchise Inc.	112770003002421	
94272 Canada Limited	112770003002581	
Calderone Shoe Co. Limited	112770003002601	
113560 Canada Inc.	112770003002621	
Club Monaco Inc.	112770003002641	
Bentley Leathers Inc.	112770003002661	
Robgreen Investments Limited	112770003002681	
Jaks Inc.	112770003002721	
Marta R.G. Hill Enterprises	112770003002741	
L.K.M. Enterprises Limited	112770003002761	
Formosa Ltd.	112770003002801	
1130715 Ontario Limited	112770003002821	
Hadjetian Investments Inc.	112770003002841	
727471 Ontario Inc.	112770003002861	

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TENANT	INSTRUMENT OR ASSESSMENT ROLL NO.	REGISTRATION DATE
Orange Cup of Canada Limited	112770003002881	
1069864 Ontario Limited	112770003002901	
1021023 Ontario Limited	112770003002941	
Fa's Food Corporation	112770003002961	
799860 Ontario Limited	112770003002981	
Pepsi-Cola Canada Ltd.	112770003003001	
122164 Canada Limited	112770003003021	
924563 Ontario Inc.	112770003003061	
Astral Bellevue Pathe Inc.	112770003003081	
1127270 Ontario Inc.	112770003003101	
Sheldon Manly Drugs Limited	112770003003141	
The Marlin Travel Group Ltd.	112770003003181	
Bell Mobility Cellular Inc.	112770003003201	
935961 Ontario Ltd.	112770003003221	
Lenscrafters International	112770003003241	
1023377 Ontario Limited	112770003003281	
Scott's Hospitality Inc.	112770003003301	
957065 Ontario Ltd.	112770003003321	
809963 Ontario Limited	112770003003361	
Scott's Hospitality Inc.	112770003003380	
The Tarron Merchandising	112770003003401	
1122511 Ontario Inc.	112770003003421	
Ken Hua Co. Ltd.	112770003003461	
Chung Hai-Nam	112770003003481	
857926 Ontario Inc.	112770003003501	
7285143 Ontario Inc.	112770003003521	
G. Brandt Meat Packers Ltd.	112770003003541	
772951 Ontario Inc.	112770003003561	
2922762 Canada Inc.	112770003003601	
674238 Ontario Inc.	112770003003621	
La Senza Inc.	112770003003651	
Laura's Shoppe Canada Ltd.	112770003003681	
Braemar Apparel Inc.	112770003003721	
Zacks Fashions Ltd.	112770003003741	

TENANT	INSTRUMENT OR ASSESSMENT ROLL NO.	REGISTRATION DATE
Mexx Canada Retail Inc.	112770003003761	
Community Information	112770003003801	
Jane Harvey Management	112770003003821	
908137 Ontario Inc.	112770003003841	
Canada Trust Company The	112770003003861	
Footwear Saver (Ontario) Ltd.	112770003003881	
Mallop Diversified Limited	112770003003901	
L.N.M. Daher Enterprises Inc.	112770003003921	
Tereve Holdings Ltd.	112770003003941	
1092274 Ontario Limited	112770003003961	
Felnick Fashions Inc.	112770003003981	
Flickers Candle Shop Inc.	112770003004001	
Lifestyles Group Inc.	112770003004021	
Fashion Accessories for U	112770003004061	
King Optical Group Inc.	112770003004081	
Traynor Martin	112770003004091	
Boutique Jacob Inc.	112770003004101	
Bigi Canada Ltd.	112770003004141	
Buffalo Mondial Ltd.	112770003004201	
The Disney Store (Canada)	112770003004221	
Elia Fashions Ltd.	112770003004241	
The Florentine Shop Limited	112770003004281	
Florsheim Canada Inc.	112770003004321	
1127198 Ontario Inc.	112770003004341	
First Klassic Grill Ltd.	112770003004361	
Laura Secord Inc.	112770003004381	
Gallery of Fashion Ltd.	112770003004401	
Popeye Shoes Ltd.	112770003004421	
1121269 Ontario Inc.	112770003004451	
Rosmar Men's Shops Ltd.	112770003004461	
Aldo Shoes Inc.	112770003004481	
Laura's Shoppe Canada Ltd.	112770003004501	
V.K. Design Inc.	112770003004581	
Calderone Shoe Co. Limited	112770003004601	

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TENANT	INSTRUMENT OR ASSESSMENT ROLL NO.	REGISTRATION DATE
Silversprings International	112770003004621	
Bijou Ladies Accessories Ltd.	112770003004641	
Frank D'Alesio Enterprises	112770003004701	
Toys Toys Toys Inc.	112770003004721	
Bell Canada Communications	112770003004741	
H.M.V. Canada Inc.	112770003004781	
Adventure Electronics Inc.	112770003004801	
Chapters Inc.	112770003004861	
Carlton Cards Limited	112770003004881	
Shawn Gwen Investments Inc.	112770003004901	
Thorsquare Cards Inc.	112770003004921	
832581 Ontario Limited	112770003004941	
J.V. Corporation Ltd.	112770003004961	
Dianne Jewellers Limited	112770003004981	
Blue Bayou Lifestyle	112770003005001	
1123877 Ontario Limited	112770003005021	
Stardom Fashion Network Inc.	112770003005041	
Electronic Boutique Canada	112770003005061	
1014280 Ontario Limited	112770003005081	
Boca Inc.	112770003005101	
Ying Pamela	112770003005121	
Jamani Investments Ltd.	112770003005141	
416280 Ontario Limited	112770003005161	
618495 Ontario Inc.	112770003005181	
416279 Ontario Limited	112770003005200	
815101 Ontario Limited	112770003005241	
Trade Secrets Fairview Inc.	112770003005261	
964192 Ontario Inc.	112770003005301	
897670 Ontario Limited	112770003005321	
Ziam Enterprises Ltd.	112770003005341	
Enchante Perfumes	112770003005361	
Zemp Edy	112770003005381	
Beneview Store Inc.	112770003005401	
Arden Holdings Inc.	112770003005421	

TENANT	INSTRUMENT OR ASSESSMENT ROLL NO.	REGISTRATION DATE
Tabi International Limited	112770003005441	
Makyds Limited	112770003005466	
Trinkets Inc.	112770003005481	
Sunglass Hut of Canada Ltd.	112770003005501	
Infoplace Ticket Centres Ltd.	112770003005521	
Simmram	112770003005621	
European (I) Limited	112770003005641	
Keshavjee Mumtaz	112770003005661	
711307 Ontario Inc.	112770003005671	
Omni Ceramics Limited	112770003005701	
Keshavjee Hassenali C.	112770003005741	
Brown Leo M.	112770003005761	
Kellen Ronald M.	112770003005781	
Peets Baltee Education	112770003005801	
P.M. Postal Services Inc.	112770003005941	
968991 Ontario Inc.	112770003005961	