

**APPENDIX C:**

**MEMORANDUM OF UNDERSTANDING**

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF ONTARIO AS REPRESENTED BY THE  
MINISTER OF INFRASTRUCTURE  
("MOI") AS REPRESENTED BY  
ONTARIO INFRASTRUCTURE AND LANDS CORPORATION  
("IO")**

**AND**

**CITY OF TORONTO  
(the "CITY")**

**FOR THE**

**SPADINA EXPRESSWAY PROPERTIES**

Effective as of \_\_\_\_\_, 20\_\_\_\_

## 1. INTRODUCTION

### 1.1 Purpose of the Memorandum of Understanding

This Memorandum of Understanding and its attached Schedules, as may be amended from time to time (the "MOU"), clarifies the roles, relationships, mutual expectations, and accountability mechanisms of Infrastructure Ontario ("IO") and the City of Toronto ("City"), with the objective of the efficient and effective disposition of certain properties historically acquired by the City to accommodate the then-proposed Spadina Expressway (the "Spadina Expressway Properties").

### 1.2 Authority and Directions

The objects of IO are set out in subsection 4(1) of the *Ontario Infrastructure and Lands Corporation Act, 2011* ("OILCA"), and are subject to any direction MOI may give limiting the scope of any of the objects in accordance with subsection 4(3) of the OILCA.

The City is governed by the *City of Toronto Act, 2006* and is subject to any direction from the Council of the City of Toronto.

### 1.3 Project Background – Spadina Expressway Project

In the 1960s and 1970s, the former Municipality of Metropolitan Toronto ("Metro") expropriated and/or acquired the Spadina Expressway Properties, comprising of vacant land, residential dwellings, parkland and commercial properties, to allow for the construction of the Spadina Expressway, a proposed extension of Allen Road to the downtown core (the "Spadina Expressway Project"). These lands are located South of Eglinton Avenue and North of Bloor Street. The Spadina Expressway Project was cancelled in the early 1970s following public opposition, and in 1984, the Spadina Expressway Properties that were held by Metro for the Spadina Expressway Project were transferred in title to the Province of Ontario (the "Province") for a nominal amount and immediately leased back to the City for a nominal amount, on a net basis, for a 99 year period, commencing at various times between December 1, 1978 and December 14, 1984. The leaseback provision provides for Metro to manage these properties. This arrangement is still in place.

Over the years, once it was determined that the Spadina Expressway Properties were no longer required for the expressway, discussions were initiated between Metro and the Province of Ontario through the Ontario Realty Corporation (Gord Laschinger) to arrive at a mutually beneficial arrangement with respect to the disposition of the properties and a sharing of the sale proceeds.

The overall settlement agreement negotiated between the City and the Province was approved by Metro council by its adoption of Report 25(1) of the Corporate Administrative Committee on December 4, 1996, which provided generally that (i) the Metropolitan Toronto Archives at 253 Spadina Avenue, the 13 Division Police station parking lot adjacent to 1435 Eglinton Avenue West and all lands that were currently used for park purposes (including Cedarvale ravine) be conveyed to Metro for nominal consideration; (ii) Metro staff manage the disposal process of the

other lands; (iii) the sale proceeds up to 30 million dollars be shared with Metro receiving 2/3 of the proceeds and the Province of Ontario receiving 1/3 of the proceeds. Sales revenue in excess of 30 million dollars be shared equally between the Metropolitan Corporation and the Province of Ontario.

The report further indicated that as part of the overall settlement, including the gratuitous conveyance to Metro of the above noted lands the Province requested Metro to acknowledge that it has no further requirement for compensatory parkland as a result of the *Toronto Island Stewardship Act* (the "*Stewardship Act*") and that Metro concurred with the request subject to ongoing discussions respecting minor property boundary issues on Wards and Algonquin Islands.

Based on this report and various Orders-in-Council by the Province and a subsequent letter penned by Gord Laschinger dated October 28, 1996 attached hereto as Schedule "A" (the "Laschinger Letter"), the City and the Province began a program to dispose of certain of the Spadina Expressway Properties to existing tenants and the general public at fair market value. The City declared certain (mostly residential) properties surplus in 1997 and over the years approximately 100 properties were sold (with the Province receiving 1/3 of the net proceeds on the closing of each sale and the City receiving 2/3 of the net proceeds in accordance with the above noted agreement). To date, sales revenue has totalled approximately 27 million dollars with the last sale occurring in 2003.

#### 1.4 Project Background - Toronto Islands and Compensatory Parkland

The Laschinger Letter further outlined an agreement to nominally convey certain properties forming part of the Spadina Expressway Properties to the City (the "Laschinger Nominal Properties"). This nominal conveyance is a part of the Province's agreement with Metro, whereby, upon conveyance of the Laschinger Nominal Properties, Metro would acknowledge that it had no further requirements for compensatory parkland as a result of the passage of the *Stewardship Act*, whereby the Province statutorily acquired certain lands located on the Toronto Islands described in Schedule to the *Stewardship Act*.

Further, by a Memorandum of Understanding dated March 30, 1994 (the "1994 MOU"), the Province and the City agreed to convey to the City ten (10) acres of land located within the former Lakeshore Psychiatric Hospital Site with the additional transfer to the City of forty-nine (49) acres elsewhere to compensate the City for lost parkland stemming from the *Stewardship Act*.

#### 1.5 Project Background – Metro now City

Pursuant to *City of Toronto Act, 1997*, S.O. 1997, chap. 2, on January 1, 1998, the assets of Metro and certain other municipalities were vested in a body corporate under the name of City of Toronto and Pursuant to *City of Toronto Act, 2006*, s. 125, the City of Toronto was continued.

## 1.6 Project Description

It is the City and IO's intention to dispose of the remaining properties that comprise the Spadina Expressway Properties, legally described in Schedule "B", "C", "D" and "E" hereto (collectively the "Remaining Spadina Expressway Properties") on the terms and conditions set out herein (the "Project"). This MOU sets out a framework to address the Remaining Spadina Expressway Properties as a whole, rather than on a piecemeal basis, while acknowledging that the timeframe for transfer of the different categories of the Remaining Spadina Expressway Properties might vary widely and be subject to receipt of necessary approvals by each Party.

The Remaining Spadina Expressway Properties, generally fall into four categories:

### **a) Nominal Properties**

These properties are legally described in Schedule "B" attached hereto (collectively the "Nominal Properties" and individually the "Nominal Property") and consist of properties used and maintained as parkland by the City (including Cedarvale Ravine and Ben Nobelman Parkette) and/or for the other municipal uses (including the Toronto Archives and 13 Division Police station parking lot adjacent to 1435 Eglinton Avenue West). The intention is to transfer the Nominal Properties to the City at nominal consideration pursuant to the overall agreement as between the two parties, as evidenced by the Laschinger Letter, while ensuring that each Party is willing to provide the necessary releases confirming that all historic obligations relating specifically to these properties have been fulfilled by each Party, including obligations under the *Stewardship Act* and the 1994 MOU.

### **b) Immediately Saleable Properties**

These properties are legally described in Schedule "C" (the "Immediately Saleable Properties") and consist of properties that are no longer required by the City for its uses. The intention is that the Immediately Saleable Properties be immediately marketed on the open market for sale at fair market value.

### **c) Rear Properties**

These properties are legally described in Schedule "D" (the "Rear Properties") and consist of parcels adjacent to residential homes along Strathearn Road, Ava Road and Arlington Avenue and are nonviable, rear/backyard lots. The intention is that the Rear Properties be offered to adjacent residential land owners for purchase at fair market value.

### **d) Properties to be Monitored**

These properties are legally described in Schedule "E" (the "Properties to be Monitored") and consist of properties that for the most part are encumbered by long-term nominal sum or non-market leases and are to be continued to be leased, used and/or subleased by the City and monitored for future sale on the open market at market value as individual

properties are no longer required by the City and can become available for disposition on the open market at fair market value.

In the event that, in the course of the Project, reference plans are required to be prepared, including without limiting the generality of the foregoing portions of those lands shown on Schedule "H" and "I" attached hereto, such reference plans shall be prepared, in form and content, satisfactory to both the City and the Province.

## **2. NOMINAL PROPERTIES**

### **2.1 PROCEEDS OF FUTURE SALES**

In the event of a bona fide arms-length sale or proposed sale of all or any portion of the Nominal Properties by the City, at any time within twenty (20) years from the date of transfer of the Nominal Properties from IO to the City, fifty percent (50%) of any Proceeds, as defined below, shall be paid to IO by the City and the amount of such Proceeds shall be a charge on the subject Nominal Property in favour of the IO until paid. For the purposes of this Section, "Proceeds" means the value in lawful money of Canada of all consideration and benefit paid or agreed to be paid for the subject Nominal Properties by a bona fide purchaser dealing at arm's length with the City (or the City's heirs, administrators, successors or assigns) including the value of all chattels situate thereon which are then owned by the City and which are intended to pass on such sale transaction and the value of any encumbrances or mortgages assumed by the City or taken back as part of the consideration for such sale transaction, less any real estate commission payable by the City in disposing of the subject Nominal Property to such a bona fide purchaser in an amount not to exceed the then current industry practice; and reasonable legal, consulting and accounting fees payable by the City in disposing of the subject Nominal Property. Nothing in this Section restricts or prevents the City from using, granting rights and/or disposing of its interest in the Nominal Properties, provided that such use, granting of rights and/or disposal is used for a municipal purpose. On the date of transfer of the Nominal Properties, the City shall register notice of this right on title to the Nominal Properties, in form and content acceptable to both IO and the City.

## **3. PROJECT GOVERNANCE**

### **3.1 ROLES AND RESPONSIBILITIES OF THE PARTIES**

The Parties agree to share responsibility for the implementation and delivery of the Project, in accordance with this MOU. Each of the Parties will have the non-exhaustive responsibilities described as follows:

- (a) IO will act as the lead for the Project and shall:
  - (i) dispose of those Properties legally described in Schedules "C", "D" and "E" which have been agreed to be disposed of by IO and the City (collectively the "Saleable Properties" and each a "Saleable Property") on terms and conditions mutually acceptable to IO and the City;

- (ii) Obtain any necessary internal and government approvals to dispose of or convey the Saleable Properties as set out herein;
  - (iii) Conduct any necessary due diligence required by IO policies or directives for the disposition of the Saleable Properties, including but not limited to appraisals, environmental, archaeological assessments and cultural heritage assessments, surveys, title searches and fulfilling any Duty to Consult obligations with First Nations and/or other aboriginal groups;
  - (iv) Acquire or engage in accordance with IO's policies, and supervise any necessary external consultants, contractors and service providers necessary for the implementation of the Project;
  - (v) Review invoices for payment submitted by external consultants, contractors and service providers, and pay all such approved invoices;
  - (vi) Abide by the cost-sharing and revenue-splitting provision as set out in Section 3.5; and
  - (vii) Nominally convey the Nominal Properties to the City and provide confirmation from the Province that upon nominal conveyance of the Nominal Properties to the City all historic obligations have been fulfilled to MOI's satisfaction as it relates to the *Stewardship Act* and the 1994 MOU.
- (b) The City will:
- (i) Dispose of the City's interest in the Saleable Properties on terms and conditions mutually acceptable to IO and the City upon the sale of a Saleable Property by IO to third parties;
  - (ii) Obtain any necessary approvals required for the Project to dispose of the City's interest in the Saleable Properties upon the sale of a Saleable Property by IO to a third party;
  - (iii) Provide assistance to IO in carrying out the Project;
  - (iv) Provide assistance, direction and confirmation to IO as necessary, including without limitation, acting as the signing authority, where required;
  - (v) Providing background information/documents to assist IO and/or its consultant(s) in activities related to the Project;
  - (vi) Arrange/facilitate site visits as necessary, provided that any such site visits will be subject to the City obtaining all necessary consents, approvals and/or notices as may be required to provide such access; and

- (vii) Accept conveyance of the Nominal Properties from IO and provide confirmation from the City that upon nominal conveyance of the Nominal Properties to the City all historic obligations have been fulfilled to City's satisfaction as it relates to the *Stewardship Act* and the 1994 MOU.

### 3.2 Project Contact Information

For the purposes of facilitating timely decision making, administering the obligations of this MOU and the receipt of notices required pursuant to or permitted by this MOU, the following personnel or such other person as may be designated from time to time in writing by the Parties, are the designated contacts:

**For Infrastructure Ontario:** Vice President, Sales, Easements & Acquisitions  
Infrastructure Ontario  
1 Dundas Street West, Suite 2000  
Toronto, ON, M5G 2L5  
Fax: 416-327-3942

**For the City of Toronto:** Director of Real Estate Services  
Real Estate Services Division  
City of Toronto  
Metro Hall, 2nd Floor  
55 John Street  
Toronto ON M5V 3C6  
Fax: 416-392-1880

### 3.3 Notices

Notices pursuant to this MOU will be in writing and sent by fax transmission, personal delivery, pre-paid courier or mail. Notices by personal delivery, prepaid courier or by fax will be deemed to have been received at the time of delivery or transmission unless delivered or transmitted on a weekend or holiday, in which case such notice will be deemed to have been received on the next business day. Notices by mail will be deemed to have been received on the fourth (4th) business day after the date of mailing.

### 3.4 Dispute Resolution

All multi-party decisions contemplated in this MOU shall be made on a consensus basis on terms that are mutually acceptable to all of the parties who will be affected by those decisions or who are concerned in them.

Any dispute between the Parties in respect of any matters set out in this MOU, shall be referred to the Parties' representatives who will meet and attempt to resolve such dispute within fifteen (15) days of the dispute arising.

If said representatives are unable to resolve the dispute, either or both parties to this MOU may submit any dispute under the terms of this MOU to binding arbitration, which shall be determined by the provisions of the *Arbitration Act*, S.O. 1991, c.17, by a sole arbitrator agreed upon by the parties and the parties expressly agree that the *Municipal Arbitrations Act*, R.S.O. 1990, c. M. 48 will not apply to this MOU or to the resolution of disputes under this MOU.

Either party may commence arbitration proceedings by giving notice of arbitration to the other party (the "Responding Party"), which shall set out the name or names of a proposed arbitrator or arbitrators. Upon receiving such notice, the Responding Party will have Seven (7) days to deliver a response, either agreeing to one of the proposed arbitrators, or proposing a different arbitrator or arbitrators (the "Response"). If the parties cannot agree on an arbitrator within Seven (7) days of delivery of the Response by the Responding Party, then either Party may apply to the Ontario Superior Court of Justice for the appointment of an arbitrator, pursuant to the *Arbitration Act*. If the Responding Party does not deliver a Response within the specified period, then the Responding Party shall be deemed to have agreed to any of the arbitrators proposed in the Notice.

The arbitrator shall be directed to make its determination on the basis of a presumption to the effect that this MOU does not require amendment, and that the allocation of responsibility for costs in this MOU is reasonable, equitable, and appropriate.

Any determination by arbitration in accordance with this MOU shall include a determination as to payment of the costs of the arbitration and shall be binding upon the parties who shall not have any right of appeal of such determination.

### 3.5 Project Revenue, Costs and Expenses

With respect to the disposal of the Saleable Properties, the City and IO hereby agree that:

- (a) IO and the City shall retain an appraiser on terms acceptable to both the City and IO to appraise the fair market value of the Saleable Property to be disposed of to determine the sale price of the Saleable Property to be listed;
- (b) IO shall retain the services of a real estate agent on terms acceptable to both the City and IO to market the Saleable Property on the open market;
- (c) The disposal of a Saleable Property shall be on terms and conditions mutually acceptable to the City and IO, including without limiting the generality of the foregoing, the purchase price of the Saleable Property;
- (d) IO will manage the disposal process of the Saleable Properties, to prepare required sale documents, and to coordinate all other due diligence costs (other than environmental or other due diligence matters required only by the Province, which will be dealt with in accordance with Section 2.5 (e) hereof) such as surveys, appraisals, and/or real estate commissions, as necessary, and will deduct the costs for these items from the gross sale proceeds of the disposal of the Saleable Property

(such amount is hereinafter referred to as the "Net Sale Proceeds"). An accounting will occur at the time of each sale so there is no necessity for holdback on future sales;

- (e) IO will coordinate and absorb the full cost of any environmental report or class environmental assessment or other provincial due diligence requirement for disposal, which are not required by the City, without any contribution from the City. Such costs shall not be deducted from the gross sale proceeds of the disposal of the Saleable Property;
- (f) Each Party shall pay its own legal fees and such amounts shall not be deducted from the gross sale proceeds of the disposal of the Saleable Property;
- (g) Net Sale Proceeds will continue to be split between Province and the City as set out in the Laschinger Letter, namely that the Province will receive one-third (1/3) of the net proceeds on closing of each sale of a Saleable Property up to a total of \$10 Million (City's Share \$20 Million) and thereafter one-half (1/2) of the Net Sale Proceeds of each sale of a Saleable Property;
- (h) The total sales revenue of the Spadina Expressway Properties that have been sold as of execution of this MOU is \$27,044,421.55 and the apportionment of the net sale proceeds of this total sales revenue between the Province and IO has been completed between the Province and the City, with one-third being apportioned to the Province and two-thirds (2/3) being apportioned to the City; and
- (i) IO shall pay to the City within thirty (30) days of closing of the sale of Saleable Property, the City's share of the Net Sale Proceeds of such sale.

### 3.6 *Stewardship Act*

The Parties hereby agree that the lands vested in the Province under the *Stewardship Act* needs to be amended so that the lands legally described in Schedule "F" are vested in the name of the Province and the City shall own and maintain those lands identified in Schedule "G". IO shall seek such amendments as are necessary to the *Stewardship Act* and shall keep the City updated on the status of the same.

## 4. PROJECT MILESTONES AND COMMUNICATIONS

### 4.1 Timeline

<b>Project Milestone</b>	<b>Target Date</b>
Execution of MOU by both Parties	On or before June 30, 2017
Conveyance of Nominal Properties to City	Within 30 days of IO receiving authority from

	MOI for the transfer of Nominal Properties to the City.
Disposition of Immediately Saleable Properties and Rear Properties	On or before October 31, 2017
Disposition of the Properties to be Monitored	Ongoing

**\*Target date(s) are subject to revision following further discussion between the Parties.**

#### 4.2 Communications Protocol

The Parties agree to cooperate, via their respective communications leads or delegates as each Party may determine from time to time, on the preparation of well-planned and consistent written and oral communications that provide information about proposed actions concerning the Project to the public or via the media, where necessary. The Parties will ensure timely exchange of information and clear lines of communication.

The Parties will consult with each other on communication planning through advance consultation (a minimum of two (2) days prior to any public announcement, events, etc.), so that they can make informed decisions regarding any proposed communication.

IO will be the lead with respect to the management of communications and all public (media, press and the general public) communication activities, products and plans are to be reviewed and consented to by IO and the City.

### 5. GENERAL

#### 5.1 Confidentiality

Unless otherwise required by law, the Parties acknowledge and agree that all advice and any reports, data, analyses, studies or other documents, information, materials or work products, including without limitation, technical or legal advice, provided by IO and/or the City and/or its consultants and advisors pertaining to the Project, whether such information be oral or in writing or in any other form or otherwise recorded or gathered, whether originals, photocopies or telecopies of any documentation, is provided to the other on a confidential basis and shall not be disclosed, published or disseminated without the prior written approval of the other. Notwithstanding the foregoing, the Parties agrees that the obligations of the City and IO stated in the preceding paragraph do not apply to information: (a) known or available to the public or which may later become known or available to the public, except where such knowledge or availability is the result of an unauthorized disclosure; and/or (b) required to be disclosed by a Party by law, regulation, court order or other legal process, including without limiting the generality of the foregoing any disclosure required under the *Ontario Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time, and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time and any other applicable legislation

## 5.2 Assignment

This MOU shall not be assigned without the prior written consent of the Parties.

## 5.3 Disclosure and Freedom of Information

The Parties agree that they will comply in all respects with the requirements of the *Ontario Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, as amended from time to time, and the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M.56, as amended from time to time and any other applicable legislation.

## 5.4 Amendments to this MOU

Any amendments or changes to this MOU shall be by written amendment signed by the Parties, except for any change to the Parties' representatives set out in section 3.2 of this MOU, which changes may be made by providing written notification to the other Party. Original documents shall be delivered to such persons as may be designated from time to time in section 3.2.

## 5.5 Term and Termination

This MOU will be effective on the date first noted above.

At any time during the term of this MOU, changes may be made to this MOU or any of its Schedules by means of a written amending agreement between the Parties.

This MOU will remain in effect until the earlier of the conveyance of all the Remaining Spadina Expressway Properties or November 1, 2083, unless otherwise amended and/or agreed to by the Parties.

Obligations assumed by the Parties shall survive the expiration of this MOU to the extent necessary to permit the orderly conclusion of the Project, the settlement of accounts between the Parties and the settlement of contractual liability in respect of any contractors, consultants, service providers or suppliers retained by IO in the delivery of the Project.

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5.6 Counterparts

This MOU may be executed and delivered in counterparts (including by facsimile transmission) with the same effect as if the Parties had signed the same document. Each counterpart shall be deemed an original. All counterparts shall be construed together and shall constitute one and the same agreement.

This MOU was signed by the duly authorized representative of the Parties on the date(s) mentioned below but is effective as of the date referred to on the front page of this MOU.

**Her Majesty the Queen in Right of  
Ontario as represented by the Minister of  
Infrastructure as represented by Ontario  
Infrastructure and Lands Corporation**

\_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Date

**City of Toronto**

\_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Authorized Signing Officer

\_\_\_\_\_  
Date

**SCHEDULE "A"**  
**LASCHINGER LETTER**

 <p><b>METROPOLITAN REAL ESTATE BOARD</b> ONTARIO SOCIÉTÉ RÉELLE REALTY OF IMMOBILIÈRES CORPORATION DE L'ONTARIO</p>	<p>Property Development Division Real Estate Branch 15th floor, 777 Bay Street Toronto ON M5G 2E5 Tel.: (416) 585-4212 Fax: (416) 585-8123</p>	<p>Division de l'aménagement des biens Bureau de la gestion immobilière 15<sup>e</sup> étage, 777 rue Bay Toronto ON M5G 2E5 Tel.: (416) 585-4212 Fax: (416) 585-8123</p>
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October 28, 1996

Mr. William Donald  
Director of Real Estate  
The Municipality of Metropolitan Toronto  
55 John Street  
Station 1230, 23rd floor, Metro Hall  
Toronto, Ontario  
M5V 3C6

No.
CCMM
Referred to
<i>[Handwritten initials]</i>

Dear Mr. Donald:

RE: Former Spadina Expressway Lands

This will confirm that I am authorized to proceed with the sale of the Province's ownership of the above lands on terms previously discussed subject to the following:

- (a) The Province will receive 1/3 of the net proceeds on closing of each sale up to a total of \$10 million (Metro's share \$20 million) and thereafter 1/2 of the net proceeds; and
- (b) In return for a conveyance of the valley park lands, the lands encumbered by the Metro archives, the Metro police parking lot and the 10 acres at the bottom of Kipling Avenue in Etobicoke, Metro will acknowledge that it has no further requirement for compensatory parkland as a result of the Toronto Island Stewardship Act.

When you are in a position to proceed please let me know and we will set up the necessary protocols to deal with the individual conveyances.

Sincerely,

*Gord Laschinger*  
Gord Laschinger  
Vice President

## SCHEDULE "B"

### NOMINAL PROEPRITIES

#### **A. BALDWIN PARK**

##### **21222-0180(LT)**

PART OF SPADINA ROAD, PLAN 930 WYCHWOOD BRACONDALE DOVERCOURT AS CLOSED BY CT234899, PART 1 ON 63R1363; CITY OF TORONTO

#### **B. CEDARVALE RAVINE**

##### **10465-0135(LT)**

PCL EVERDEN ROAD-1 SEC M378; EVERDEN RD PL M378 YORK (FORMERLY RAVINE DRIVE) AS CLOSED BY ORDER-IN-COUNCIL AS IN A623867 PT 1 66R9603 EXCEPT PT 1 66R 12579; TORONTO , CITY OF TORONTO

##### **10465-0098(LT)**

PCL 1-2 SEC MX6; FIRSTLY: LT 1 PL MX75 YORK; LT 3 PL MX75 YORK; LT 5 PL MX75 YORK; LT 7 PL MX75 YORK; LT 9 PL MX75 YORK PT 1 TO 6, 66R10719 EXCEPT LOTS 2, 4, 6, 8 & 10 PL MX75 CONFIRMED BY BA2114 AS IN PL D828 SEE C113821; SECONDLY: LT 11 PL MX75 YORK; LT 13 PL MX75 YORK; LT 15 PL MX75 YORK; LT 17 PL MX75 YORK; LT 19 PL MX75 YORK; LT 20 PL MX75 YORK; LT 21 PL MX75 YORK; LT 22 PL MX75 YORK; LT 23 PL MX75 YORK; LT 24 PL MX75 YORK; LT 25 PL MX75 YORK; LT 26 PL MX75 YORK; LT 27 PL MX75 YORK; LT 28 PL MX75 YORK; LT 30 PL MX75 YORK; PT LT 1 PL MX6 YORK; PT LT 29 PL MX75 YORK PT 1 TO 8, 66R10720 EXCEPT LOTS 12, 14, 16 & 18 PL MX75 CONFIRMED BY BA2114 AS IN PL D828 SEE C1138210; S/T C180048E; TORONTO , CITY OF TORONTO

##### **10464-0003(LT)**

PCL 11-1 SEC M519; FIRSTLY: LT 11 PL M519 YORK; SECONDLY: LT 12 PL M519 YORK; LT 13 PL M519 YORK; S/T LT193631; THIRDLY: LT 1 EXPROP PL MX78 YORK; LT 2 EXPROP PL MX78 YORK; S/T C180048E; TORONTO, CITY OF TORONTO

##### **10464-0320(LT)**

PT LT 2 PL 2620 TWP OF YORK; PT LT 3 PL 2620 TWP OF YORK; PT LT 4 PL 2620 TWP OF YORK; PT LT 5 PL 2620 TWP OF YORK; PT LT 6 PL 2620 TWP OF YORK; PT LT 7 PL 2620 TWP OF YORK; PT LT 8 PL 2620 TWP OF YORK; PT LT 9 PL 2620 TWP OF YORK PT 1-4, 64R7312; S/T TB215681E; TORONTO (YORK), CITY OF TORONTO

##### **10465-0110(LT)**

PCL 268-2 SEC M378; LOT 268 PL M378 YORK; PT LT 269 PL M378 YORK; PT LT 292 PL M378 YORK PT 9 AND 10 ON PLN 66R-10720 EXCEPT PTS 1 AND 2 ON PLN 66R-17750, CONFIRMED BY BA2114 AS IN PL D828 SEE C113821; TORONTO, CITY OF TORONTO

##### **10466-0191(LT)**

PT LT 4 PL 326 FOREST HILL; PT LT 10 PL 1688 FOREST HILL; PT LT 11 PL 1688 FOREST HILL; PT LT 12 PL 1688 FOREST HILL PARTS 1 TO 14 63R1635; PT LT 25 CON 3 FTB TWP OF YORK PARTS 1 TO 7

63R1636 S/T CT696658; S/T EASE OVER PART 1, PL 63R3459 AS IN CT963804. TORONTO, CITY OF TORONTO

**10466-0220(LT)**

PT LT 25 CON 3 FTB TWP OF YORK PARTS 1 TO 5 64R7288; S/T TB215681; S/T CY681529; TORONTO (YORK) , CITY OF TORONTO

**10464-0334(LT)**

PT RAVINE DR PL 1870 TWP OF YORK CLOSED BY CY637993; PT RAVINE DR PL 1871 TWP OF YORK CLOSED BY CY637993, PT 2, CY636096 EXCEPT PT 6-8, 64R15735 AKA EVERDEN RD; S/T CA505491, CY661071; TORONTO (YORK) , CITY OF TORONTO

**C. NORDHEIMER RAVINE**

**21223-0195(LT)**

RUSSELL HILL DR PL 930 WYCHWOOD BRACONDALE DOVERCOURT AND LOT C PL 930 WYCHWOOD BRACONDALE DOVERCOURT, DESIGNATED AS PARTS 1 TO 5 ON PLAN 63R1428; LT C PL 1282 WYCHWOOD BRACONDALE DOVERCOURT; PT RUSSELL HILL DR PL 1282 WYCHWOOD BRACONDALE DOVERCOURT PT 1 - 4 63R1427 CLOSED BY CT234899; PT LT 85 PL 930 WYCHWOOD BRACONDALE DOVERCOURT; PT LT 44-46 PL 1282 WYCHWOOD BRACONDALE DOVERCOURT PT 5 - 11 63R1427; LT 91-94 PL 930 WYCHWOOD BRACONDALE DOVERCOURT; PT LT 90 PL 930 WYCHWOOD BRACONDALE DOVERCOURT PT 6 & 7 63R1428; S/T CT82211 PARTIALLY RELEASED BY CA472508; S/T CT359041, CT359042; SUBJECT TO AN EASEMENT AS IN CT696658; CITY OF TORONTO

**D. PARKETTE NEXT TO TOWNHOMES PART 1**

**21226-0316(LT)**

PT LT 34-39 PL 749 WYCHWOOD BRACONDALE DOVERCOURT PT 3-7 63R3920; S/T CT75755; CITY OF TORONTO

**E. PARKETTE NEXT TO TOWNHOMES PART 2**

**21226-0314(LT)**

PT LT 32-34 PL 749 WYCHWOOD BRACONDALE DOVERCOURT PT 9 63R3920; CITY OF TORONTO

**F. BEN NOBLE PARKETTE**

**10459-0146(LT)**

LT 65 PL 1103 TWP OF YORK; LT 66 PL 1103 TWP OF YORK; LT 73 PL 1103 TWP OF YORK; LT 74 PL 1103 TWP OF YORK; PT LT 16 PL 1103 TWP OF YORK; PT LT 17 PL 1103 TWP OF YORK; PT LT 18 PL 1103 TWP OF YORK; PT LT 19 PL 1103 TWP OF YORK; PT LT 20 PL 1103 TWP OF YORK; PT LT 21 PL 1103 TWP OF YORK; PT LT 75 PL 1103 TWP OF YORK AS IN TB215681; S/T TB215681E; S/T CA505488; TORONTO

**G. CITY ARCHIVE**

**21219-0008(LT)**

PCL 249-2 SEC M2; LT 249 E/S SPADINA RD PL M2 TORONTO; LT 250 E/S SPADINA RD PL M2 TORONTO; LT 251 E/S SPADINA RD PL M2 TORONTO; LT 252 E/S SPADINA RD PL M2 TORONTO; LT 253 E/S SPADINA RD PL M2 TORONTO; LT 254 E/S SPADINA RD PL M2 TORONTO; LT 255 E/S SPADINA RD PL M2 TORONTO; LT 263 W/S MADISON AV PL M2 TORONTO; LT 264 W/S MADISON AV PL M2 TORONTO; LT 265 W/S MADISON AV PL M2 TORONTO; PT LT 256 E/S SPADINA RD PL M2 TORONTO; PT LT 266 W/S MADISON AV PL M2 TORONTO PARTS 1, 2 AND 3, 66R10979; EXCEPT PART 1 AND 2, 66R17721; CITY OF TORONTO

**H. TPS LOT**

**10459-0131(LT)**

PT LT 13 PL 1103 TWP OF YORK; PT LT 14 PL 1103 TWP OF YORK; PT LT 15 PL 1103 TWP OF YORK PT 9, 64R7639; LT 57 PL 1103 TWP OF YORK; LT 58 PL 1103 TWP OF YORK EXCEPT 64R15550; PT LT 49 PL 1103 TWP OF YORK PT 1, 64R6392; S/T CA493046 AMENDED BY CA510705, TB215681E; TORONTO (YORK), CITY OF TORONTO, SAVE AND EXCEPT THOSE LANDS SHOWN AS PART 11 ON THE DRAFT REFERENCE PLAN ATTACHED HERETO AS SCHEDULE "J".

**I. STRIP IN LANEWAY ADJACENT TO 222 STRATHEARN**

**10460-0005(LT)**

PT LT 205 PL 2338 TWP OF YORK AS IN TB215681 (THIRDLY); TORONTO (YORK), CITY OF TORONTO

**J. 203 AVA ROAD – Part 2 on SCHEDULE "H" - PORTION OF CEDARVALE RAVINE**

**PART OF 10464-0245(LT)**

PT LT 951 PL 1870 TWP OF YORK; PT LT 952 PL 1870 TWP OF YORK; LT 953 PL 1870 TWP OF YORK; PTS 4 & 5 ON 64R15564; TORONTO (YORK), CITY OF TORONTO

**K. 543 ARLINGTON AVENUE - PORTION OF CEDARVALE RAVINE**

**10464-0069(LT)**

PT LT 66 PL 1527 TWP OF YORK PT 14 & 15, 64R15549; S/T TB215681; S/T CA505491; TORONTO (YORK), CITY OF TORONTO

**L. 533 ARLINGTON AVENUE – PART 2 ON SCHEDULE "I" - PORTION OF CEDARVALE RAVINE**

**PART OF 10464-0267(LT)**

PT LT 183 PL 2339 TWP OF YORK; PT LT 184 PL 2339 TWP OF YORK; PT LT 185 PL 2339 TWP OF YORK; 186 PL 2339 TWP OF YORK; PT LT 187 PL 2339 TWP OF YORK; PT LT 188 PL 2339 TWP OF YORK; PT LT 189 PL 2339 TWP OF YORK; LT 190 PL 2339 TWP OF YORK; LT 191 PL 2339 TWP OF YORK; LT 192 PL 2339 TWP OF YORK; LT 193 PL 2339 TWP OF YORK; LT 194 PL 2339 TWP OF YORK; LT 195 PL 2339 TWP OF YORK; LT 196 PL 2339 TWP OF YORK; LT 197 PL 2339 TWP OF YORK; LT 198 PL 2339 TWP OF YORK; LT 199 PL 2339 TWP OF YORK; LT 200 PL 2339 TWP OF YORK; LT 201 PL 2339 TWP OF YORK;

LT 202 PL 2339 TWP OF YORK; PT 1 – 5, 64R7313 EXCEPT PT 3, 5, 6, 7, 8, 21, 22, 23, 24, 26, 27, 28, 29,  
64R15549; S/T AND T/W CA558328; S/T CA505491, TB215681E; SAVE AND EXCEPT PART 25 ON  
EXPROPRIATION PLAN 7793 AS IN CY515911. TORONTO (YORK), CITY OF TORONTO

**SCHEDULE "C"**  
**SALEABLE PROPERTIES**

**A. 203 AVA ROAD – PART 1 ON SCHEDULE "H"**

**PART OF 10464-0245(LT)**

PT LT 951 PL 1870 TWP OF YORK; PT LT 952 PL 1870 TWP OF YORK; LT 953 PL 1870 TWP OF YORK;  
PTS 4 & 5 ON 64R15564; TORONTO (YORK) , CITY OF TORONTO

**B. 567 ARLINGTON AVENUE – PART 1 ON SCHEDULE "I"**

**PART OF 10464-0267(LT)**

PT LT 183 PL 2339 TWP OF YORK; PT LT 184 PL 2339 TWP OF YORK; PT LT 185 PL 2339 TWP OF YORK;  
186 PL 2339 TWP OF YORK; PT LT 187 PL 2339 TWP OF YORK; PT LT 188 PL 2339 TWP OF YORK; PT LT  
189 PL 2339 TWP OF YORK; LT 190 PL 2339 TWP OF YORK; LT 191 PL 2339 TWP OF YORK; LT 192 PL  
2339 TWP OF YORK; LT 193 PL 2339 TWP OF YORK; LT 194 PL 2339 TWP OF YORK; LT 195 PL 2339 TWP  
OF YORK; LT 196 PL 2339 TWP OF YORK; LT 197 PL 2339 TWP OF YORK; LT 198 PL 2339 TWP OF  
YORK; LT 199 PL 2339 TWP OF YORK; LT 200 PL 2339 TWP OF YORK; LT 201 PL 2339 TWP OF YORK;  
LT 202 PL 2339 TWP OF YORK; PT 1 – 5, 64R7313 EXCEPT PT 3, 5, 6, 7, 8, 21, 22, 23, 24, 26, 27, 28, 29,  
64R15549; S/T AND T/W CA558328; S/T CA505491, TB215681E; SAVE AND EXCEPT PART 25 ON  
EXPROPRIATION PLAN 7793 AS IN CY515911. TORONTO (YORK), CITY OF TORONTO

## SCHEDULE "D"

### REAR PROPERTIES

**A. REAR LANDS – 177 STRATHEARN ROAD, 179 STRATHEARN ROAD, 181 STRATHEARN ROAD, 183 STRATHEARN ROAD, 185 STRATHEARN ROAD, 187 STRATHEARN ROAD, 189 STRATHEARN ROAD, 191 STRATHEARN ROAD, 193 STRATHEARN ROAD, 195 STRATHEARN ROAD, 197 STRATHEARN ROAD & 199 STRATHEARN ROAD**

**10459-0240(LT)**

PT LT 161 PL 2338 TWP OF YORK; PT LT 162 PL 2338 TWP OF YORK; PT LT 163 PL 2338 TWP OF YORK; PT LT 164 PL 2338 TWP OF YORK; PT LT 165 PL 2338 TWP OF YORK; PT LT 166 PL 2338 TWP OF YORK; PT LT 167 PL 2338 TWP OF YORK; PT LT 168 PL 2338 TWP OF YORK; PT LT 169 PL 2338 TWP OF YORK; PT LT 170 PL 2338 TWP OF YORK; PT LT 171 PL 2338 TWP OF YORK; PT LT 172 PL 2338 TWP OF YORK AS IN TB215681; TORONTO (YORK) , CITY OF TORONTO

**B. REAR LANDS – 201 STRATHEARN ROAD, 203 STRATHEARN ROAD, 205 STRATHEARN ROAD, 207 STRATHEARN ROAD & 209 STRATHEARN ROAD**

**10459-0214(LT)**

PT LT 173 PL 2338 TWP OF YORK; PT LT 174 PL 2338 TWP OF YORK; PT LT 175 PL 2338 TWP OF YORK; PT LT 176 PL 2338 TWP OF YORK; PT LT 177 PL 2338 TWP OF YORK PT OF PT 14 64R7314 LYING E OF PL2339 & S OF LOT 77 PL1103; TORONTO (YORK) , CITY OF TORONTO

**C. VACANT LOT – 161 STRATHEARN ROAD**

**PART OF 10464-0245(LT)**

PART OF LOT 983, PLAN 1870 TWP OF YORK, PT 1 ON 66R20392; TORONTO (YORK), CITY OF TORONTO

**D. REAR LANDS-215 STRATHEARN ROAD, 217 STRATHEARN ROAD & 219 STRATHEARN ROAD**

**10459-0150(LT)**

PT LT 75 PL 1103 TWP OF YORK; PT LT 76 PL 1103 TWP OF YORK; PT LT 77 PL 1103 TWP OF YORK AS IN TB215681; TORONTO (YORK) , CITY OF TORONTO

**E. 203 AVA ROAD – Part 3 on SCHEDULE "H"**

**PART OF 10464-0245(LT)**

PT LT 951 PL 1870 TWP OF YORK; PT LT 952 PL 1870 TWP OF YORK; LT 953 PL 1870 TWP OF YORK; PTS 4 & 5 ON 64R15564; TORONTO (YORK) , CITY OF TORONTO

## SCHEDULE "E"

### PROPERTIES TO BE MONITORED

#### **A. 19 SPADINA ROAD, 25 SPADINA ROAD & 33 SPADINA ROAD**

**21212-0005(LT)**

PCL 1-1 SEC D227; UNITS 1 EXPRO PL D227 TORONTO; UNITS 2 EXPRO PL D227 TORONTO; UNITS 3 EXPRO PL D227 TORONTO; UNITS 4 EXPRO PL D227 TORONTO; UNITS 5 EXPRO PL D227 TORONTO; UNITS 6 EXPRO PL D227 TORONTO; UNITS 7 EXPRO PL D227 TORONTO; UNITS 8 EXPRO PL D227 TORONTO PARTS 13, 14, 15, 16, 17, 18, 19 AND 20, PL 66R12886;; S/T C180047E; TORONTO, CITY OF TORONTO

#### **B. 35 SPADINA ROAD**

**21212-0004(LT)**

PCL 15-1 SEC M2; PT LT 15 E/S SPADINA RD PL M2 TORONTO PT 21, 66R12886 AMENDED UNDER A963819; TORONTO, CITY OF TORONTO

#### **C. 73 SPADINA ROAD**

**21215-0009(LT)**

PCL 65-1 SEC M2; PT LT 65 PL M2 TORONTO PT 1, 66R10664; TORONTO, CITY OF TORONTO

#### **D. 77 SPADINA ROAD**

**21215-0011(LT)**

PCL 66-1 SEC M2; PT LT 66 E/S SPADINA RD PL M2 TORONTO PARTS 3 AND 4 66R10664; T/W A ROW OVER THE NLY 4 FT OF THE WLY 108 FT MORE OR LESS OF THE LAND ADJOINING TO THE S OF THIS LAND TO THE WLY WALL OF THE EXISTING GARAGE; AND S/T A ROW OVER THE SLY 4 FT OF THIS LAND BY A DEPTH OF 108 FT MORE OR LESS TO THE WLY WALL OF THE EXISTING GARAGE THEREON; TORONTO , CITY OF TORONTO

#### **E. 106 SPADINA ROAD & 118 SPADINA ROAD**

**21227-0138(LT)**

LT 173 PL 698 CITY WEST; PT LT 174 PL 698 CITY WEST PT 1 & 2 63R1659; CITY OF TORONTO

#### **F. 111 SPADINA ROAD**

**21215-0024(LT)**

PCL 74-2 SEC M2; PT LT 74 E/S SPADINA RD PL M2 TORONTO PT 5, 66R10664; TORONTO, CITY OF TORONTO

**G. 113 SPADINA ROAD**

**21215-0025(LT)**

PCL 75-1 SEC M2; PT LT 75 E/S SPADINA RD PL M2 TORONTO PT 6, 66R10664; TORONTO, CITY OF TORONTO

**H. 115 SPADINA ROAD**

**21215-0026(LT)**

PCL 75-2 SEC M2; PT LT 75 E/S SPADINA RD PL M2 TORONTO PT 7, 66R10664; TORONTO, CITY OF TORONTO

**I. 117 SPADINA ROAD**

**21215-0027(LT)**

PCL 76-2 SEC M2; PT LT 76 E/S SPADINA RD PL M2 TORONTO PT 8, 66R10664; TORONTO, CITY OF TORONTO

**J. 134 SPADINA ROAD, 136 SPADINA ROAD & 140 SPADINA ROAD**

**21227-0143(LT)**

LT 178-180 PL 698 CITY WEST; CITY OF TORONTO

**K. 158 SPADINA ROAD**

**21227-0147(LT)**

PT LT 184 PL 698 CITY WEST PT 6 & 7, 63R1659 S/T & T/W WA90723; CITY OF TORONTO

**L. 161 SPADINA ROAD**

**21216-0029(LT)**

PCL 153-1 SEC M2; LT 153 E/S SPADINA RD PL M2 TORONTO; TORONTO, CITY OF TORONTO

**M. 163 SPADINA ROAD**

**21216-0028(LT)**

PCL 154-1 SEC M2; LT 154 E/S SPADINA RD PL M2 TORONTO; TORONTO, CITY OF TORONTO

**N. 164 SPADINA ROAD**

**21227-0149(LT)**

PT LT 186 PL 698 CITY WEST PT 10 TO 12, 63R1659 S/T & T/W WA93147; CITY OF TORONTO

**O. 169 SPADINA ROAD**

**21216-0026(LT)**

PCL PLAN-1 SEC D24; UNIT 2 EXPRO PL D24 TORONTO; TORONTO, CITY OF TORONTO

**P. 191 SPADINA ROAD**

**21216-0020(LT)**

PCL 160-1 SEC M2; PT LT 160 E/S SPADINA RD PL M2 TORONTO PT 5, 66R10665; TORONTO, CITY OF TORONTO

**Q. 205 SPADINA ROAD**

**21216-0013(LT)**

PCL 164-2 SEC M2; PT LT 164 E/S SPADINA RD PL M2 TORONTO PARTS 6 AND 7, 66R10665; S/T E125059; TORONTO, CITY OF TORONTO

**R. 209 SPADINA ROAD**

**21216-0012(LT)**

PCL 164-1 SEC M2; PT LT 164 E/S SPADINA RD PL M2 TORONTO PARTS 8 AND 9, 66R10665; S/T E125059; TORONTO, CITY OF TORONTO

## **SCHEDULE "F"**

### **PROVINCIAL PROPERTIES – STEWARDSHIP ACT**

**21386-0315(LT)**

LT 1-9 PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT; TORONTO

**21386-0316(LT)**

LT 10-31 PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0317(LT)**

LT 32-55 PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0318(LT)**

LT 56-81 PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0319(LT)**

LT 82-107 PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0327(LT)**

WYANDOT AV PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0328(LT)**

DACOTAH AV PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0329(LT)**

ONEIDA AV PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0330(LT)**

OJIBWAY AV PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0331(LT)**

NOTTAWA AV PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0332(LT)**

OMAHA AV PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0333(LT)**

SENECA AV PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

**21386-0334(LT)**

PT LT 26-32, 35, 38-39 PL 365 CITY EAST; LT 33-34, 36-37, 41-44 PL 365 CITY EAST; PT ROAD, ROAD  
ONE CHAIN WIDE PL 365 CITY EAST ADJOINING LTS 29 & 41; PT WATER LOTS LYING ALONG THE  
NORTH SHORES OF THE ISLAND TORONTO PT 1 TO 46, 64R14621, PT 1 TO 146, 64R14622, PT 1 TO 6,  
64R15252, PT 1 TO 10, 64R15254; S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

## SCHEDULE "G"

### CITY PROPERTIES – STEWARDSHIP ACT

#### **21386-0305(LT)**

BLK A, B PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

#### **21386-0306(LT)**

PARK LANDS PL 718E TORONTO S/T THE TORONTO ISLANDS RESIDENTIAL STEWARDSHIP ACT;  
TORONTO

#### **21386-0314(LT)**

LT 12-18 PL 72E TORONTO EXCEPT PL758E; LT 1, 3-6, 9-17, 21-55, 61-64, 69-79, 82 PL D141 TORONTO ; PT LT 1 PL D141 TORONTO BEING PONTIAC AV; PT LT 3 PL D141 TORONTO BEING CAYUGA AV; UNNAMED ROADS PL D141 TORONTO; PROMENADE & BEACH PL D141 TORONTO; ROAD ONE CHAIN WIDE PL D141 TORONTO; GOVERNMENT RESERVE PL D141 TORONTO; ROAD A PL D141 TORONTO AKA MANITOU RD; PENINSULA OR ISLAND AKA LT 83 PL D141 TORONTO; UNNAMED ROAD PL D141 TORONTO AKA HOOPER AV EXCEPT PL 742E, PL 745E, PL 725E, PL 739E, PL 726E, PL 758E, PL 341, PL 765E, PL 764E, PL 700E, PL 759E, PL 721E, PL 714E, PL 727E, PL 729E, PL 395, PT 1, 63R2838; BLOCKHOUSE BAY PL D141 TORONTO AKA WATER LT PATENTED TO CITY OF TORONTO 4 JUNE 1896; LT 21-22 PL 326 CITY EAST EXCEPT PL 532E; UNNAMED RD PL 335E TORONTO BTN LTS 12 & 13; UNNAMED RD PL 335E TORONTO BTN LTS 33 & 34; LT 5-27 PL 335E TORONTO; 50 FT ROADWAY PL 335E TORONTO AKA CIBOLA AV; LT 34-47 PL 335E TORONTO; 70 FT ROADWAY PL 335E TORONTO EXCEPT PL 745E; LT 7-12 PL 336 CITY EAST; PRIVATE PATH WAY PL 336 CITY EAST EXCEPT PL 709E & PL 727E; LT 1-5 PL 340 CITY EAST; UNNAMED RD PL 365 CITY EAST ABUTTING LT 29 & 41; UNNAMED RD PL 365 CITY EAST ABUTTING LT 26 & 44; LT 1-44 PL 365 CITY EAST; ROAD ONE CHAIN WIDE PL 365 CITY EAST EXCEPT PL 745E & PL 335E; 2 FT RESERVE PL D238 TORONTO; CLANDEBOYE PLACE PL D238 TORONTO AKA CLANDEBOYE AV; LANE PL 532E TORONTO; LT 1-25 PL 532E TORONTO; LESLIE AV PL 554 TORONTO AKA CIBOLA AV; LT 4-10 PL 554 TORONTO; CLANDEBOYE PLACE PL 554 TORONTO AKA CLANDEBOYE AV EXCEPT PL 729E; LT 6-7 PL 700E TORONTO; LANE PL 700E TORONTO; PARK LANDS PL 700E TORONTO EXCEPT PL 759E, ES68751 & ES69016; S/T ES68751; LT 1-4 PL 709E TORONTO; HIAWATHA AV PL 709E TORONTO; LANE PL 714E TORONTO; LT 1-16 PL 714E TORONTO; HIAWATHA AV PL 714E TORONTO; LANE PL 721E TORONTO; LT 1-22 PL 721E TORONTO; HIAWATHA AV PL 721E TORONTO; LANE PL 725E TORONTO; LT 1-12 PL 725E TORONTO; CIBOLA AV PL 725E TORONTO; LANE PL 726E TORONTO; LT 1-19 PL 726E TORONTO; CIBOLA AV, ORIOLE AV PL 726E TORONTO; LANE PL 727E TORONTO; LT 1-27 PL 727E TORONTO; HIAWATHA AV PL 727E TORONTO; BLK A, B, C, D PL 729E TORONTO; LT 1-32 PL 729E TORONTO; LANE PL 731E TORONTO; LT 1-19 PL 731E TORONTO; LT 1-5 PL 738E TORONTO; ALGONQUIN BRIDGE RD PL 738E TORONTO; LANE PL 739E TORONTO; LT 1-19 PL 739E TORONTO; CIBOLA AV, CHIPPEWA CRES PL 739E TORONTO; BLK A, B PL 742E TORONTO; LANE PL 742E TORONTO; LT 1-15 PL 742E TORONTO; CIBOLA AV PL 742E TORONTO; LT 1-19 PL 745E TORONTO; CIBOLA AV, NAKOMIS AV PL 745E TORONTO; BLK A PL 758E TORONTO; LT 1-8 PL 758E TORONTO; ONONDAGA AV PL 758E TORONTO; BLK A, B, C PL 759E TORONTO; LT 1-22 PL 759E TORONTO; LAKE FRONT, HIAWATHA AV, HIAWATHA CRES PL 759E TORONTO; LANE PL 764E TORONTO BTN CHEROKEE AV & MOHAWK AV; LANE PL 764E TORONTO BTN MOHAWK AV & ONGIARA AV; LANE PL 764E TORONTO BTN ONGIARA AV & SHIAWASSIE AV; LANE PL 764E TORONTO BTN LTS 14, 15 & 16; LT 1-49 PL 764E TORONTO; MOHAWK AV, IROQUOIS AV PL 764E TORONTO; ONGIARA AV, SHIAWASSIE AV PL 172E TORONTO; PAWNEE AV, CHEROKEE AV PL 433 CITY EAST; LT 1-43 PL 765E TORONTO; IROQUOIS AV PL 765E TORONTO; LT 56 PL D141 TORONTO AKA IROQUOIS AV; ST. ANDREW'S AV PL 765E TORONTO; WATER LT N/S TORONTO

ISLAND PL 532E TORONTO; UNNAMED ST PL 532E TORONTO AKA HIAWATHA AV; STRIP OF LAND AT NW POINT OF ISLAND PL D141 TORONTO; WATER LOTS ON SOUTH SHORE OF ISLAND TORONTO; WATER LOTS LYING ALONG THE NORTH SHORES OF THE ISLAND TORONTO EXCEPT OP46492, PL 700E, ES15675, ES17641; S/T OT5268, OS12384; LT 8-10 PL 335 TORONTO EXCEPT PL 725E; LAKE FRONT PL 731E TORONTO; LAKE FRONT PL 725E TORONTO; LAKE FRONT PL 726E TORONTO; LAKE FRONT PL 742E TORONTO; LAKE FRONT PL 739E TORONTO; PUBLIC PLEASURE GROUNDS PL 341 TORONTO; 81 ACRES COVERED BY WATER AKA ROYAL YACHT CLUB IN FRONT OF LTS 5, 11, 12 & 13 PL D141 TORONTO; LAKEVIEW AV PL 395 TORONTO AKA CHIPPEWA AV; LAKESHORE AV PL 765E TORONTO; LAKESHORE AV PL 745E TORONTO; S/T CA172965, CT408375; TORONTO; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 1, 2 & 4 ON 66R27516 AS IN AT3686840; SUBJECT TO AN EASEMENT IN GROSS OVER PARTS 2, 3 & 5 ON 66R27516 AS IN AT3686841



**SCHEDULE "I"**

**567 ARLINGTON ROAD PLAN**



