

**THIS HERITAGE EASEMENT AGREEMENT** made the      day of      202\_

**BETWEEN:**

**XXXXXXX**

(hereinafter the “**Tenant**”)

**OF THE FIRST PART**

- and -

**CITY OF TORONTO**

(the “**City**”)

**OF THE SECOND PART**

**WHEREAS:**

- A.** the City is the owner in fee simple of certain lands and premises municipally known in the year 202\_ as 140 Merton Street (the “**Property**”), more particularly described in Schedule “A” attached to this Agreement, and upon which there is located a heritage building (the “**Building**”);
- B.** the Tenant has entered into a lease dated **XXX** in respect of the Property for a term of 99 years and therefore has an interest in the Property (the “**Lease**”) which Lease appends this Agreement as a schedule;
- C.** City of Toronto Zoning By-law No. 569-2013, as amended, has been amended in respect of the Property by By-law No. 1021-2017 (the “**ZB Amendment**”) to permit the redevelopment of the Property with a an 18-storey building comprising 180 residential rental units, including a five-storey base building with approximately 2,150 square metres of community space on the ground and second floors, which redevelopment will incorporate the Building (the “**Project**”);
- D.** By the adoption of Item PH11.13 at its meeting of December 17 and 18, 2019 (the “**Council Decision**”) City Council approved proposed alterations to the Property, in connection with the Project, subject to a number of conditions, and authorized the entering into of a heritage easement;
- E.** The Tenant has entered into a Project Agreement with City, securing certain community benefits, contemporaneously with entering into this Agreement;
- F.** One of the purposes of the *Ontario Heritage Act*, R.S.O. 1990, c. O.18 (the “**Act**”), is to support, encourage and facilitate the conservation, protection and preservation of the heritage of Ontario;

- G. In accordance with section 37(1) of the Act the City is entitled to enter into easements or covenants with owners of interests in real property (including tenants) for the conservation of property of cultural heritage value or interest;
- H. In accordance with section 37(1) of the Act, the City has passed by-law No. 247-2019 authorizing this Agreement a copy of which is attached as Schedule “G” to this Agreement.
- I. The Tenant and the City desire to conserve the present historical, architectural, contextual, aesthetic, scenic and cultural heritage characteristics and conditions of the Building and the Property as set out in the reasons for identification attached as Schedule “C” (the “**Reasons for Identification**”) and as may be depicted in the photographs attached as Schedule “B” and described in Schedule “B-1” to this Agreement; and
- J. To this end, the Tenant and the City agree to enter into this heritage easement agreement (the “**Agreement**”);

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the sum of two (\$2.00) dollars paid by the City to the Tenant (the receipt of which is acknowledged), and for other valuable consideration, and in further consideration of the granting of the easements herein and the mutual covenants and restrictions contained in this Agreement, the Tenant and the City agree to abide by the following covenants, easements and restrictions which shall run with the Property.

#### **1.0 AGREEMENT IN EFFECT**

- 1.1 This Agreement shall be effective, enure to the benefit of and be binding upon the Parties hereto. If, for any reason, the Lease is assigned to a new tenant as may be permitted by the City, this Agreement shall be equally binding on successor tenants.

#### **Statement of Reasons**

- 1.1 The Tenant and the City agree that for the purposes of this Agreement the Reasons for Identification attached as Schedule “C” to this Agreement set out the reasons why the Property and the Building have been identified by the City as having cultural heritage value or interest.

#### **Photographs Relevant to Duties of the Tenant**

- 1.2 The Tenant and the City agree that the photographs contained in Schedule “B” and described in Schedule “B-1” attached to this Agreement (the “**Photographs**”) generally depict certain significant features of the appearance or the construction of the Property and the Building.

#### **Exception For Registration Purposes**

- 1.2.1 Despite paragraph 1.2, the Tenant and the City acknowledge and agree that the Photographs are not attached to the registration copy of this Agreement but are attached to the original copy of this Agreement on file at the City of Toronto Archives, 255 Spadina Road, Toronto, ON, M5R 2V3, archives@toronto.ca or at the offices of Heritage Planning as set out in paragraph 14 of this Agreement, and are incorporated by reference in the registered Agreement. A list of the

Photographs and captions is attached as Schedule “B-1” to this Agreement.

### **Reasons for Identification and the Photographs**

- 1.3 The Reasons for Identification and the Photographs shall be referred to in determining the duties of the Tenant under this Agreement.

### **New Photographs When Alteration Completed**

- 1.4 Where alterations are made to the Property or the Building, pursuant to paragraphs 2.1 or 2.2, the Tenant shall within ninety (90) days of such alterations and at the Tenant's expense, provide the City with replacement photographs to the satisfaction of the Senior Manager Heritage Planning (the “**Senior Manager**”), taken from the same vantage point and identifying the same features of the appearance or construction of the Building or the Property as the Photographs. These replacement photographs and revised captions shall immediately be deemed to be incorporated in Schedules “B” and “B-1” and shall replace the Photographs contained in Schedule “B” and described in Schedule “B-1”. Thereafter, all references in this Agreement to the Photographs shall be taken to be references to the replacement photographs.

## **2.0 ALTERATIONS**

### **Authorization**

- 2.1 Except as provided for in paragraph 2.2 of this Agreement, the Tenant shall not undertake or permit to be undertaken any alteration, demolition, construction, remodelling, or any other thing or act that is likely to affect the Heritage Attributes or the appearance or construction of the Building or the Property as set out in the Reasons for Identification and as may be depicted in the Photographs (the “**Heritage Attributes**”) without obtaining the prior written approval of the City which approval, if granted, may be subject to such terms and conditions as the City deems appropriate.

### **Required Heritage Conservation and Permitted Alterations**

- 2.2 Subject to paragraphs 4.0 and 9.0, the following work does not require prior approval pursuant to paragraph 2.1 of this Agreement:

(i) **Required Heritage Conservation Work**

The alterations and conservation work approved in accordance with the Council Decision to be carried out and thereafter maintained, in accordance with the requirements of this Agreement, the Project Agreement and substantially in accordance with the plans and drawings prepared by Montgovery Sisam Architects Inc., dated September 3, 2019 (the “**Drawings**”), copies of which are attached as Schedule “E” to this Agreement, and the Heritage Impact Assessment prepared by ERA Architects Inc. final revisions dated July 4, 2019 (the “**HIA**”) attached as Schedule “F” to this Agreement, all subject to and in accordance with the Conservation Plan which shall be substantially in accordance with the conservation strategy set out in the HIA, to be submitted and approved by the Senior Manager, Heritage Planning prior to Site Plan Approval for the Project (the “**Heritage Conservation Work**”).

(ii) **Permitted Alterations**

The alterations and construction approved in accordance with the Council Decision to allow for the construction of the Project, to be carried out in accordance with the requirements of this Agreement and the Project Agreement and substantially in accordance with the Drawings and the HIA, all subject to and in accordance with the Conservation Plan, (the “**Permitted Alterations**”).

**Exception for Registration Purposes**

2.2.1 Despite paragraph 2.2, the Tenant and the City acknowledge and agree that the Drawings and the HIA are not attached to the registration copy of this Agreement but are attached as Schedules “D” and “E” to the original Agreement on file with City Archives, or Heritage Planning, and are incorporated by reference in the registered Agreement.

**Commencement and Completion of Heritage Conservation Work**

2.3 The Heritage Conservation Work authorized under paragraph 2.2 of this Agreement shall commence on or before \_\_\_\_\_ and shall be completed by the Tenant to the satisfaction of the Senior Manager, on or before the earlier of:

- (a) Five (5) years from earlier of the issuance of the first Heritage Permit pursuant to the Act and the issuance of the first Building Permit for the Property subsequent to the date of this Agreement;
- (b) Prior to any residential occupancy or use of all or any part of the Property; and
- (c) Prior to the registration of any final plan of condominium approval for all or any part of the Property.

2.3.1 It is further understood and agreed that the Tenant shall not permit the occupancy of any portion of the Property for residential purposes until such time as the Heritage Conservation Work has been completed to the satisfaction of the Senior Manager, in writing.

**3.0 INSURANCE**

3.1 The Parties acknowledge that requirements respecting insurance of the entire Project, including the Building, are contained in the Lease.

3.2 Insurance proceeds received by the Owner under its insurance policies shall, on written demand and in accordance with the requirements of the City, be applied to the replacement, rebuilding, restoration and repair of the Building, including the Heritage Attributes as described in Schedule “C” and as may be depicted in Schedule “B” and described in Schedule “B-1”.

**4.0 LETTER OF CREDIT**

Prior to the issuance of any Heritage Permit the Tenant shall deliver to the Senior Manager an unconditional and irrevocable letter of credit in an amount satisfactory to the Senior Manager and (estimated in 2020 at three hundred and fifty one thousand dollars (\$351,000.00)), and based on the Conservation Plan. The letter of credit shall be in a form

and from a Canadian Chartered Bank satisfactory to the Senior Manager, for the purpose of securing the Tenant's obligations under paragraphs 2.2 and 2.3 ("the **Letter of Credit**"). The amount of the Letter of Credit shall be increased annually after the date of this Agreement in accordance with the CPI being the residential or non-residential, as the case may be, Building Construction Price Index for the Toronto Census Metropolitan Area, as reported quarterly by Statistics Canada in Building Construction Price Indexes Publication No. 18-10-0135-01, or its successor.

### **Right to Draw Upon Letter of Credit**

- 4.1 In the event the Senior Manager determines that the Tenant has failed to use full diligence to complete the Heritage Conservation Work, or fails to complete such work to the satisfaction of the Senior Manager, the City shall have the right to draw on the Letter of Credit and apply the money to the completion of the work secured thereby. The City shall also have the right to draw on the Letter of Credit to restore any unauthorized alterations or damage to the Heritage Attributes as set out in the Reasons for Identification or as depicted in the Photographs.

### **Reduction of Letter of Credit**

- 4.2 If, in the opinion of the Senior Manager the amount of the Letter of Credit should be reduced to reflect the partial completion of the Heritage Conservation Work, the Tenant may substitute a Letter of Credit in the reduced amount and the City will return the earlier issued Letter of Credit in its possession to the Tenant.

### **Return of Letter of Credit**

- 4.3 Prior to the release of the Letter of Credit the Tenant shall have obtained final site plan approval for the Heritage Conservation Work and the Permitted Alterations pursuant to Section 114 of the *City of Toronto Act, 2006*, ("**Final Site Plan Approval**") and the Letter of Credit and any monies drawn on it and held by the City, including interest earned thereon, but not applied by the City to the completion of the Heritage Conservation Work shall be returned to the Tenant upon the later of:
- (i) completion of the Heritage Conservation Work to the satisfaction of the Senior Manager;
  - (ii) submission by the Tenant of a letter of completion prepared and signed by a qualified heritage consultant, to the satisfaction of the Senior Manager, confirming that the Heritage Conservation Work, including the heritage lighting work, landscaping and the required interpretive work has been completed in accordance with the Conservation Plan, the Landscape Plan, the Lighting Plan and the Interpretation Plan and that an appropriate standard of conservation has been maintained; and
  - (iii) submission of new photographs as required by paragraph 1.4 of this Agreement to the satisfaction of the Senior Manager.

## **5.0 DAMAGE OR DESTRUCTION**

- 5.1 The Tenant shall notify the Senior Manager in writing immediately upon any damage or destruction occurring to the Building or the Property. In the event that the Project,

including the Building is destroyed or is damaged in excess of fifty percent (50%) of the Replacement Cost (as that term is defined in the Lease) of the Project above ground, then Section 10.2(b) of the Lease shall apply.

### **Restoration and Repair by Tenant**

- 5.2 If the damage comprises more than fifty percent of the Replacement Cost of the Project and the Tenant does not elect to terminate the Lease, or if the damage comprises less than fifty percent of the Replacement Cost of the Project, Section 10.2(a) of the Lease shall apply and the Tenant shall restore or repair the Building so as to effect the complete restoration of the Building in accordance with the requirements of this Agreement. Before the commencement of such work, and within ninety (90) days of the damage or destruction occurring to the Building, the Tenant shall submit all plans and specifications for the, restoration and repair of the Building to the Senior Manager for written approval by the City. The Tenant shall not commence or cause any work to be commenced before receiving the City's written approval of the plans and specifications and such work shall be performed upon such terms and conditions as the City may stipulate. The City may refuse to approve any plans and specifications based upon the choice of materials, appearance, architectural style, or any other grounds, including but not limited to purely aesthetic grounds, and the determination of the City shall be final.

### **Failure of the Tenant to Restore and Repair**

- 5.3 If the Tenant fails to submit plans and specifications pursuant to paragraph 5.2 that are acceptable to the City, the City may prepare its own set of plans and specifications. The Tenant shall have thirty (30) days from receiving a copy of such plans and specifications to notify the Senior Manager in writing that it intends to restore or repair the Building in accordance with such plans and specifications, failing which the City may proceed with the restoration or repair of the Building up to the value of any insurance proceeds receivable by the Tenant under the Tenant's insurance policies and any additional amount that the City may be prepared to contribute to the cost of such work. The Tenant shall reimburse the City, on demand, for any expenses incurred by the City thereby to an amount not exceeding the insurance proceeds receivable by the Tenant under the All Risks Property Insurance policy.

## **6.0 MAINTENANCE**

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

### **Signs, Structures**

- 6.2 The Tenant shall not erect or remove or permit the erection or removal on the Property or on the Building, of any signs, awnings, fences or other objects or structures of a similar nature without the prior written approval of the City. Such approval may, in the sole discretion of the City be refused, provided that with respect to identifying the occupant(s)

of the Building from time to time, the approval of the City shall not be unreasonably withheld, having regard to the use of the Building, the Reasons for Identification and the Photographs.

### **No Act of Waste**

- 6.3 The Tenant shall not commit or permit any act of waste on the Property and shall not, except with the prior written approval of the City:
- (i) grant any easement or right of way that would adversely affect the easement hereby granted;
  - (ii) allow the dumping of soil, rubbish, ashes, garbage, waste or other unsightly, hazardous or offensive materials of any type or description;
  - (iii) except for the maintenance of existing improvements, allow any changes in the general appearance or topography of the Property, including and without limiting the generality of the foregoing, the construction of drainage ditches, transmission towers and lines, and other similar undertakings as well as the excavation, dredging or removal of loam, gravel, soil, rock, sand or other materials;
  - (iv) allow the planting of trees, shrubs or other vegetation which would have the effect of reducing the aesthetic value of the Building or the Property or causing any damage to the Building or the Property;
  - (v) allow any activities, actions or uses detrimental or adverse to water conservation, erosion control and soil conservation; and
  - (vi) allow the removal, destruction or cutting of trees, shrubs or vegetation except as may be permitted under the City of Toronto Municipal Code and is necessary for the prevention or treatment of disease, or other good husbandry practices.

### **7.0 BREACH OF TENANT'S OBLIGATIONS**

- 7.1 If the City is of the opinion that the Tenant has neglected or refused to perform any of its obligations as set out in this Agreement, the City may, in addition to any of its other legal or equitable remedies, serve on the Tenant a notice setting out particulars of the breach. The Tenant shall have thirty (30) days from receipt of such notice to remedy the breach or to make arrangements satisfactory to the City for remedying the breach.

### **No Rectification of Breach**

- 7.2 In addition to any remedy as may be set out in the Lease or be otherwise be available to the City at law or equity, if within the thirty (30) days referred to in paragraph 7.1, the Tenant has not remedied the breach or made arrangements satisfactory to the City for remedying the breach, or if the Tenant does not carry out the said arrangements within a reasonable period of time, of which the City shall be the sole and final judge, the City may enter upon the Property and may carry out the Tenant's obligations and the Tenant shall reimburse the City for any expenses incurred. Such expenses incurred by the City shall, until paid by the Tenant, be a debt owed by the Tenant to the City and shall be recoverable

by the City by any means at its discretion, including forfeiture of letters of credit.

## **8.0 EMERGENCIES**

### **Temporary Measures in Case of Emergency**

8.1 Notwithstanding paragraph 2.0 of this Agreement, it is understood and agreed that in the event of an emergency that puts the security or integrity of the Building or its occupants at risk of injury or damage, the Tenant may undertake such temporary measures in respect of the Building and the Property as are:

- (i) in keeping with the Lease,
- (ii) in keeping with the intent of this Agreement;
- (iii) consistent with the conservation of the Building and the Property; and
- (iv) reasonably necessary to deal with such an emergency,

provided that the *Building Code Act*, 1992, as amended or re-enacted from time to time, is complied with and, where time permits, City staff are consulted in advance and kept informed by the Tenant. Where notification in advance is not feasible, the Tenant shall notify the Senior Manager of any such measures within 24 hours.

## **9.0 PRIOR TO ISSUANCE OF SITE PLAN APPROVAL AND ANY PERMIT**

### **Prior to Issuance of Final Site Plan Approval**

9.1 Prior to the issuance of Final Site Plan Approval for all or any part of the Property the Tenant shall provide the following to the satisfaction of the Senior Manager:

- (i) a conservation plan prepared by a qualified heritage consultant that is consistent with the conservation strategy set out in the Heritage Impact Assessment (the “**Conservation Plan**”);
- (ii) final site plan drawings pursuant to section 114 of the *City of Toronto Act, 2006*, including drawings related to the Conservation Plan;
- (iii) a lighting plan that describes how the Building will be sensitively illuminated to enhance its heritage character, (the “**Lighting Plan**”) which plan the Tenant shall thereafter implement and maintain to the satisfaction of the Senior Manager;
- (iv) an interpretation plan that interprets the cultural heritage values of the Property, with particular emphasis on the conserved features of the Building (the “**Interpretation Plan**”); which plan the Tenant shall thereafter implement and maintain to the satisfaction of the Senior Manager; and
- (v) a landscape plan, the (“**Landscape Plan**”) which landscaping shall thereafter be implemented and maintained to the satisfaction of the Senior Manager.

### **Prior to issuance of Permits:**



- 9.2 Prior to the issuance of any Heritage Permit or any Building Permit, but excluding permits for interior work not affecting the Heritage Attributes and such routine repairs, maintenance and usual minor works for the Building as are acceptable to the Senior Manager, the ZB Amendment shall be in full force and effect, in a form and with content acceptable to City Council, as determined by the Chief Planner, in consultation with the Senior Manager, and the Tenant shall provide the following to the satisfaction of the Senior Manager:
- (i) full building permit plans and drawings, including notes and specifications for the conservation and protective measures keyed to the Conservation Plan, and including a description of materials and finishes, prepared by the Project architect and a qualified heritage consultant;
  - (ii) the Letter of Credit, in accordance with paragraph 4.0 of this Agreement; and
  - (iii) full documentation of the Property, including two (2) printed sets of archival quality 8" x 10" colour photographs with borders in a glossy or semi-gloss finish and one (1) digital set on a CD in tiff format and 600 dpi resolution keyed to a location map, elevations and measured drawings, and copies of all existing interior floor plans and original drawings as may be available, to the satisfaction of the Senior Manager, Heritage Preservation Services.

## **10.0 APPROVALS**

### **Information to be Provided**

- 10.1 In requesting any approval under this Agreement the Tenant shall at its expense provide to the Senior Manager such information, in such detail, as the Senior Manager may require in order to consider and assess the Tenant's request (the "**Information**") including without limitation the following:
- (i) plans and specifications describing the elevations, other drawings, sections and designs for any proposed work;
  - (ii) material samples;
  - (iii) a work schedule;
  - (iv) the report of a qualified conservation engineer, architect, landscape architect, archaeologist, conservator or consultant or such other consultants as may be required to provide appropriate expert evidence as background to the Tenant's request; and
  - (v) such other reports, studies or tests as may be required to enable the Senior Manager to appropriately assess the impact of the proposed work on the Heritage Attributes.

### **Matters to be Considered**

- 10.2 Where any request for approval required under this Agreement is submitted to the Senior Manager, the determination of the Senior Manager may be based upon choice of materials, architectural design, historical authenticity, or other grounds, including but not limited to purely aesthetic or historical grounds. In considering any request for approval the Senior

Manager shall be guided by and apply the “Standards and Guidelines for the Conservation of Historic Places in Canada” as revised from time to time, and recognized heritage conservation best practices. The Senior Manager may specify such conditions of approval as the Senior Manager considers necessary or appropriate having regard to the Reasons for Identification and the Photographs.

## **11.0 JURISDICTION TO ENTER AGREEMENT**

11.1 It is agreed and acknowledged by the Parties hereto that each is satisfied as to the jurisdiction of the other to enter into this Agreement. The Tenant therefore covenants and agrees that it shall not question the jurisdiction of the City to enter into this Agreement nor question the legality of any portion thereof; and, likewise, the City agrees that it shall not question the jurisdiction of the Tenant to enter into this Agreement, nor question the legality of any portion hereof. The Parties hereto and their respective heirs, executors, administrators, successors, assigns and sub-lessees are and shall be estopped from challenging the jurisdiction of the other Party to enter into this Agreement in any proceeding before a court of competent jurisdiction.

### **Registration on Title**

11.2 This Agreement shall be registered on title to the Property as schedule to the Lease.

### **Subsequent Instruments**

11.3 Notice of this Agreement shall be inserted by the Tenant in any sublease or other legal instrument by which it divests itself either of its interest in the Property or the Building.

### **Notice to City**

11.4 The Tenant shall immediately notify the City, in writing in the event that it divests itself of its interest in the Property or the Building, which for clarity may only occur in accordance with the Lease.

## **12.0 FORCE MAJEURE**

12.1 Notwithstanding anything in this Agreement to the contrary, if the Tenant or the City are bona fide delayed in or prevented from performing any obligation arising under this Agreement by reason of strikes or other labour disturbances, civil disturbance, material or labour shortage, restrictive government laws, including but not limited to regulations or directives, acts of public enemy, war, terrorism, riots, sabotage, crime, lightning, earthquake, fire, hurricane, tornado, flood, explosion or other act of God, not caused by its default and not avoidable by exercise of reasonable effort or foresight, then the performance of such obligation is excused for so long as such cause exists, and the party so delayed shall be and is entitled, without being in breach of this Agreement, to carry out such obligations within the appropriate time period after the cessation of such cause.

## **13.0 GENERAL**

### **Continuation of Use**

13.1 The Tenant expressly reserves for itself, its representatives, heirs, successors and assigns

the right to continue the use of the Property for all purposes not inconsistent with this Agreement.

### **Inspection**

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

### **Plaque**

13.3 The Tenant agrees to erect a plaque on the Property under the auspices of Heritage Toronto's Plaques and Markers Program, at the Tenant's expense and to the satisfaction of the Senior Manager.

### **Publicity**

13.4 The Tenant agrees to allow the City to publicize the existence of the easement.

### **Severability**

13.5 The Tenant and the City agree that all covenants, easements and restrictions contained in this Agreement shall be severable, and that should any covenant, easement or restriction in this Agreement be declared invalid or unenforceable, the remaining covenants, easements and restrictions shall remain in full force and effect.

### **Entire Agreement**

13.6 This Agreement, the Lease and the Project Agreement embody the entire agreement of the parties with regard to the matters dealt with herein, and no understandings or agreements, verbal or otherwise respecting matters contemplated within the Act, exist between the parties except as expressly set out in this Agreement.

### **Covenants to Run With the Lease**

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

### **Waiver**

13.8 The failure of the City at any time to require performance by the Tenant of any obligation under this Agreement shall in no way affect the City's rights to enforce such obligation, nor shall the waiver by the City of the performance of any obligation under this Agreement be taken or be held to be a waiver of the performance of the same or any other obligation hereunder at any later time.

### **Extension of Time**

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

**Jurisdiction Not Fettered**

- 13.10 Notwithstanding any other provision of this Agreement, the Parties agree with that none of the provisions of this Agreement are intended to operate, nor shall any provision have the effect of operating in any way to fetter either the City Council which authorized the execution of this Agreement or any of its successors, in the exercise of any of Council's discretionary powers. Without limiting the generality of the foregoing, such discretionary powers include the power to pass, amend or repeal by-laws; to adopt, amend or rescind official plan amendments; and to approve or withhold approval to allow any demolition, relocation, construction, alteration, remodelling or any other things or acts which may materially affect the Building or Property.

**City Not Bound as Tenant**

- 13.11 In the event that the City subleases any part of the Site, the City shall not be bound by this Agreement as a tenant.

## **14.0 NOTICE**

14.1 Any notices to be given under this Agreement shall be in writing and be delivered by personal delivery or by facsimile transmission to the parties as follows:

### **THE TENANT**

### **THE CITY**

City of Toronto  
City Hall, 100 Queen Street West  
17th floor, East Tower  
Toronto, ON, M5H 2N2

Attention: Senior Manager, Heritage Planning  
Fax: (416) 392-1973

Notice shall be deemed to have been received on the date of personal delivery or facsimile transmission if such date is a business day and delivery is made prior to 4:30 p.m. and otherwise on the next business day. The parties agree to notify each other immediately, in writing, of any changes of address from those set out above.

## **15.0 SCHEDULES**

15.1 The following Schedules attached to this Agreement form part of and are incorporated into this Agreement:

Schedule "A" Legal Description  
Schedule "B" Photographs  
Schedule "B-1" List of Photographs and Captions  
Schedule "C" Reasons for Identification  
Schedule "D" Intentionally Omitted  
Schedule "E" Heritage Impact Assessment  
Schedule "F" Drawings  
Schedule "G" Agreement Authorization By-law

## **16.0 INTERPRETATION**

### **Headings**

16.1 The headings in the body of this Agreement do not form part of the Agreement and are inserted for convenience of reference only.

### **Numbers and Gender**

16.2 This Agreement shall be construed with all changes in number and gender as may be

required by the context.

**City Officials**

16.3 Reference to an official of the City in this Agreement shall be deemed to include a reference to the official of the City who performs the duties of such referenced person from time

**Building Permit**

16.4 For the purposes of this Agreement the term Building Permit shall mean a permit to demolish a building or to construct a building, or any part thereof, pursuant to section 8 of the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended or re-enacted from time to time and includes but is not limited to, a construction, demolition, excavation, shoring, foundation, building or any other permit.

**Heritage Permit**

16.5 For the purposes of this Agreement the term Heritage Permit shall mean the consent or approval of the City in accordance with the requirements of sections 33 and 34 of the *Ontario Heritage Act*, R.S.O 1990, c. O.18, as amended or re-enacted from time to time.

**IN WITNESS WHEREOF** the parties have affixed their corporate seals attested to by their respective authorized signing officers effective this day of 202\_.

**TENANT**

Per: \_\_\_\_\_  
Name:  
Title:

Per: \_\_\_\_\_  
Name:  
Title:

I/We have authority to bind the Corporation

**CITY OF TORONTO**

Per: \_\_\_\_\_  
Name: Andrew Flynn  
Title: Controller

**APPROVED AS TO FORM**

.....  
For Wendy Walberg  
City Solicitor

File #

Per:

\_\_\_\_\_  
Name: Ulli S. Watkiss  
Title: City Clerk

Authorized by Item PH11.3 as adopted by City  
of Toronto Council on December 17 and 18,  
2019

\_\_\_\_\_  
City Clerk

**SCHEDULE "A"**  
**LEGAL DESCRIPTION**

**PIN 21124-0078(LT)**

PCL 28-1 SEC M5; PT LT 28 N/S MERTON ST PL M5 TORONTO  
ELY 51 FT THROUGHOUT FRONT TO REAR

**PIN 21124-0079(LT)**

PCL 28-2 SEC M5; PT LT 28 N/S MERTON ST PL M5 TORONTO  
COMM AT A POINT IN THE SLY LIMIT OF LT 28 ON THE N SIDE  
OF MERTON ST, DISTANT 51 FT MEASURED WLY THEREON  
FROM THE ELY LIMIT OF LT 28; THENCE WLY ALONG THE  
SLY LIMIT OF SAID LT 42 FT MORE OR LESS TO A POINT  
DISTANT 7 FT MEASURED ELY FROM THE W LIMIT OF  
SAID LT; THENCE NLY PARALLEL WITH THE W LIMIT OF SAID  
LT TO A POINT IN THE N LIMIT THEREOF DISTANT 7 FT,  
MEASURED ELY THEREON FROM THE W LIMIT THEREOF;  
THENCE ELY ALONG THE SAID N LIMIT 42 FT TO A POINT  
THEREON DISTANT 51 FT MEASURED WLY FROM THE  
E LIMIT THEREOF; THENCE SLY PARALLEL WITH THE E LIMIT  
OF SAID LT TO THE POC

**PIN 21124-0026(LT)**

PCL 26-1 SEC M5; PT LT 26 N/S MERTON ST PL M5 TORONTO;  
PT LT 28 N/S MERTON ST PL M5 TORONTO COMM AT A PONT  
IN THE NLY LIMIT OF MERTON ST, DISTANT 7 FT MEASURED  
ELY ON THE SAID LIMIT FROM THE S WLY ANGLE OF LT 28  
AFORESAID; THENCE WLY ALONG SAID LIMIT OF MERTON ST  
17 FT 8 INCHES MORE OR LESS TO THE PRODUCTION SLY  
OF THE CENTRE LINE OF THE PARTY WALL BTN THE HOUSE  
ON THIS LAND AND THAT TO THE W THEREOF; THEN NLY  
ALONG THE SAID PRODUCTION ALONG SAID CENTRE LINE  
OF PARTY WALL AND ALONG THE PRODUCTION NLY  
THEREOF IN ALL 190 FT MORE OR LESS TO THE REAR OF LT  
26 AFORESAID; THENCE ELY ALONG THE REAR LIMITS OF  
LOTS 26 AND 28, 19 FT 5 INCHES MORE OR LESS TO A POINT  
DISTANT 7 FT MEASURED ELY THERON FROM THE N WLY  
ANGLE OF LT 28 AFORESAID; THENCE SLY PARALLEL WITH  
THE WLY LIMIT OF LT 28 AFORESAID 190 FT MORE OR LESS  
TO THE POB

**PIN 21124-0080(LT)**

PCL 26-2 SEC M5; PT LT 26 N/S MERTON ST PL M5 TORONTO  
COMM AT A POINT IN THE NLY LIMIT OF MERTON ST WHERE



IT IS INTERSECTED BY THE CENTRE LINE OF PASSAGEWAY BTN THE HOUSE ON THIS LAND AND THAT TO THE W THEREOF, THE SAID POINT BEING DISTANT 73 FT 2 INCHES MORE OR LESS MEASURED ELY ALONG SAID LIMIT FROM THE S WLY ANGLE OF THE SAID LT; THENCE ELY ALONG THE NLY LIMIT OF MERTON ST 16 FT 2 INCHES MORE OR LESS TO THE PRODUCTION SLY OF THE CENTRE LINE OF PARTY WALL BTN THE HOUSE ON THIS LAND AND THAT TO THE E THEREOF; THENCE NLY ALONG SAID PRODUCTION, ALONG THE SAID CENTRE LINE OF PARTY WALL, AND ALONG THE PRODUCTION NLY THEREOF IN ALL 190 FT TO THE REAR OF THE SAID LT; THENCE WLY ALONG THE SAID REAR LIMIT 16 FT 2 INCHES TO THE PRODUCTION NLY OF THE CENTRE LINE OF THE PASSAGEWAY BEFORE MENTIONED, THE SAID POINT BEING DISTANT 71 FT 5 INCHES MEASURED ELY THEREON FROM THE N WLY ANGLE OF THE SAID LT; THENCE SLY ALONG SAID PRODUCTION AND ALONG SAID CENTRE LINE OF PASSAGEWAY 190 FT TO THE POB

**PIN 21124-0081(LT)**

PCL 26-3 SEC M5; FIRSTLY: PT LT 26 N/S MERTON ST PL M5 TORONTO COMM AT A POINT IN THE NLY LIMIT OF MERTON ST WHERE IT IS INTERSECTED BY THE CENTRE LINE OF PASSAGEWAY BTN THE HOUSE ON THE ELY PORTION OF THIS LAND AND TO THE E THEREOF, SAID POINT BEING DISTANT 73 FT 2 INCHES MORE OR LESS MEASURED ELY FROM THE S WLY ANGLE OF LT 26. THENCE WLY ALONG THE NLY LIMIT OF MERTON ST, 33 FT 2 INCHES MORE OR LESS TO A POINT DISTANT 40 FT ELY FROM THE SW ANGLE OF SAID LT; THENCE NLY PARALLEL TO THE WLY LIMIT OF SAID LT, 190 FT MORE OR LESS TO THE NLY LIMIT OF SAID LT; THENCE ELY ALONG THE NLY LIMIT OF SAID LT 31 FT 5 INCHES MORE OR LESS TO THE PRODUCTION OF CENTRE LINE OF PASSAGEWAY HEREIN AFTER MENTIONED. THENCE SLY ALONG THE SAID PRODUCTION ALONG THE CENTRE LINE OF SAID PASSAGEWAY, 190 FT MORE OR LESS TO THE POB. SECONDLY: PT LT 26 N/S MERTON ST PL M5 TORONTO COMM AT A POINT IN THE NLY LIMIT OF MERTON ST, DISTANT 25 FT 3 INCHES MEASURED ELY THEREON FROM THE WLY LIMIT OF SAID LT 26, SAID POINT BEING IN A LINE DRAWN PARALLEL TO THE WLY LIMIT OF SAID LT FROM THE SLY EXTREMITY OF THE CENTRE LINE OF PARTY WALL BTN THE SEMI-DETACHED DWELLING HOUSES COMPRISING THE PAIR STANDING IN 1914, ON THE PT OF SAID LT 26; THENCE NLY TO AND ALONG SAID CENTRE LINE OF PARTY WALL TO THE REAR THEREOF; AND CONTINUING THENCE NLY

PARALLEL TO THE WLY LIMIT OF SAID LT; 193 FT TO A POINT IN THE NLY LIMIT OF SAID LT, 25 FT 2 1/2 INCHES MEASURED ELY THEREON FROM THE WLY LIMIT OF SAID LT. THENCE ELY ALONG THE NLY LIMIT OF SAID LT; 14 FT 9 1/2 INCHES; THENCE SLY PARALLEL TO THE WLY LIMIT OF SAID LT 193 FT TO THE NLY LIMIT OF MERTON ST; THENCE WLY ALONG THE NLY LIMIT OF MERTON ST, 14 FT 9 INCHES TO THE POB;

**PIN 21124-0082(LT)**

PCL 26-4 SEC M5; PT LT 26 N/S MERTON ST PL M5 TORONTO COMM AT A POINT IN THE NLY LIMIT OF MERTON ST, DISTANT 25 FT 3 INCHES MEASURED ELY THEREON FROM THE WLY LIMIT OF THE SAID LT THE SAID POINT BEING A LINE DRAWN PARALLEL TO THE WLY LIMIT OF THE SAID LT FROM THE SLY EXTREMITY OF THE CENTRE LINE OF THE PARTY WALL BTN THE HOUSE ON THIS LAND AND THE HOUSE IMMEDIATELY TO THE E THEREOF; THENCE NLY ALONG SAID LINE, TO AND ALONG THE SAID CENTRE LINE OF THE SAID PARTY WALL TO THE REAR THEREOF AND CONTINUING THENCE NLY PARALLEL TO THE WLY LIMIT OF THE SAID LT IN ALL 193 FT MORE OF LESS TO A POINT IN THE NLY LIMIT OF THE SAID LT DISTANT 25 FT 2 1/2 INCHES MEASURED ELY THEREON FROM THE NW ANGLE OF THE SAID LT; THENCE WLY ALONG THE NLY LIMIT OF THE SAID LT, 15 FT 2 1/2 INCHES TO A POINT DISTANT 10 FT ELY FROM THE NW ANGLE OF THE SAID LT; THENCE SLY PARALLEL TO THE WLY LIMIT OF THE SAID LT, 193 FT MORE OR LESS TO THE NLY LIMIT OF MERTON ST; THENCE ELY ALONG THE NLY LIMIT OF MERTON ST 15 FT 3 INCHES TO THE POB;

City of Toronto, Province of Ontario  
Registry Division of the Toronto Registry Office (No. 66)

**SCHEDULE “B”  
PHOTOGRAPHS**

The Photographs are located and may be viewed at the office of Heritage Planning, Toronto City Hall, 100 Queen Street West, 17th Floor, East Tower, or at the City of Toronto Archives, 255 Spadina Road, Toronto, ON, M5R 2V3.

**SCHEDULE "B-1"**  
**LIST OF PHOTOGRAPHS AND CAPTIONS**

*-to be provided by Tenant-*

## **SCHEDULE “C” REASONS FOR IDENTIFICATION**

The property at 140 Merton Street, the War Amputations of Canada (War Amps) building, is worthy of designation under Part IV, Section 29 of the Ontario Heritage Act for its cultural heritage value, and meets Ontario Regulation 9/06, the provincial criteria prescribed for municipal designation under all three categories of design, associative and contextual value.

### **Description**

The property at 140 Merton Street is located on the north side of Merton Street between Yonge Street and Pailton Crescent and contains the former War Amps building which has been owned by the City of Toronto since 1994. A two-storey facility constructed in 1959-60 for the War Amps as their "Dominion headquarters" and key-tag manufacturing services, the building is clad in limestone, polished black granite and buff brick. In 1973, a single storey, buff brick-clad addition was constructed at the rear of the adjacent property to provide storage facilities. In 1985, two small additions were made at the second storey level on rear sections of the 1959-60 building which had originally been single storey. The front area of this adjacent property is now vacant and used for parking. The building is substantially set-back from the street and originally had planters along the principal (south) elevation adjacent to the main entrance, with a long walkway to the main entrance, flanked by designed areas for grass flanking parking spaces on the south and west sides. The parking in front of the building has been removed and replaced with planting including mature trees. Since 1995, a ramp constructed along the south elevation has enabled universal access.

### **Statement of Cultural Heritage Value**

The former War Amps building has design value as an example of late Modern Classicism, a style favoured by public institutions and conservative corporations, here applied to a building designed for the employment of Canadian war amputees and their national headquarters. The design value is evident in the high degree of artistic merit seen in the combination of minimal and linear classical details, traditional materials such as limestone cladding, modern materials and elements such as polished black granite, curtain walling and the cast metal handrails which exhibit the combined influence of Streamlined Art Deco and 1950s automobile styling. Further, the tall, single, limestone-clad fluted pier at the west end of the principal (south) elevation of the building has a quality evocative of a cenotaph, appropriate in honouring the sacrifice made by the war amputees in service to their country.

The property has associative value with the War Amps organization, founded in 1918 by amputee and army padre Lieutenant Colonel Sidney Lambert and chartered in 1920 as an organization of "amputees helping amputees" with both practical assistance and counselling. Their now nation-wide, key tag service was initiated in 1946 as a means for veterans to achieve independence through employment. The War Amps has expanded their services to include adults and children who have lost their limbs from causes other than war. Since 1998, the community service organization, SPRINT Senior Care has been a tenant in the building. The property is also valued for its association with the Toronto architect Charles B. Dolphin (1888-1969), known for many fine landmark buildings in the city including the Postal Delivery Building (1939-1941). Contextually, the War Amps building is valued as it contributes to maintaining the 1950s-1960s character and low-rise scale of the buildings fronting onto the north side of Merton Street between

Yonge Street and Pailton Crescent. The building is historically linked to its surroundings as it was part of post-war transformation and re-development of the street following the completion of the Yonge Street subway line.

### **Heritage Attributes**

The heritage attributes of the property at 140 Merton Street are:

The setback, placement and orientation of the building, mid-block on the north side of Merton Street between Yonge Street and Pailton Crescent

- The scale, form and massing of the original two-storey building.  
(This does not include the 1973 one-storey addition on the adjacent property or the 1985 additions at the second level above the original one-storey building sections)
- The materials, comprising limestone, black granite, buff brick and metal
- The elements on the principal (south) elevation including the main entrance located at the west side, with a bevelled, polished black granite door frame and base with the limestone cladding, the adjacent limestone fluted pier which rises above the parapet, and the curtain wall windows with their blue spandrel panels and surrounding limestone frame and the buff brick cladding at the eastern edge and parapet.
- On the side (west) elevation, the limestone-clad pier with a masonry pattern of large blocks and an incised frame surrounding the curtain wall double-storey window opening with metal frames and blue spandrel panel
- On the side (west) elevation to the north of the pier, the first ground floor window opening and its pattern of glazing with a central vertical mullion and narrowing opening sections at the top and bottom of the window set into the buff brick-clad wall
- On the side (east) elevation the portion of black granite base, the buff brick-clad elevation
- On the side (east) elevation, at the ground floor level, the two, wide window openings divided into seven sections with three low opening sections, in a pattern corresponding to the principal (south) elevation with cast stone sills
- On the side (east) elevation, at the upper level, the three windows, joined by a cast stone sill, with the first window divided in two equal sections and the next two windows, towards the rear of the property, divided into three equal sections of the same dimensions as the first window
- The projecting metal parapet cornice on the west, south and east elevations

**SCHEDULE "D"**  
**CONSERVATION PLAN**

*-to be provided by Tenant-*

**SCHEDULE “E”  
DRAWINGS**

The Drawings are located and may be viewed at the office of Heritage Planning, Toronto City Hall, 100 Queen Street West, 17th Floor, East Tower, or at the City of Toronto Archives, 255 Spadina Road, Toronto, ON, M5R 2V3.



**SCHEDULE “F”  
HERITAGE IMPACT ASSESSMENT**

The Heritage Impact Assessment is located and may be viewed at the office of Heritage Planning, Toronto City Hall, 100 Queen Street West, 17th Floor, East Tower, or at the City of Toronto Archives, 255 Spadina Road, Toronto, ON, M5R 2V3.

**SCHEDULE “G”  
AGREEMENT AUTHORIZATION BY-LAW**

Authority: Toronto and East York Community Council Item TE22.20, as adopted by City of Toronto Council on March 9, 2017

**CITY OF TORONTO**

**BY-LAW 1021-2017**

**To provide for the entering into of a heritage easement agreement for the conservation of the property known municipally as 140 Merton Street.**

Whereas the *Ontario Heritage Act* authorizes the council of a municipality to enact by-laws providing for the entering into of easements or covenants with owners of real property or interests in real property, for the conservation of property of cultural heritage value or interest;

The Council of the City of Toronto enacts:

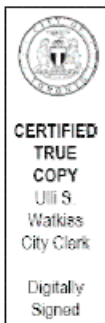
1. The entering into of a heritage easement agreement with the owner of the lands known municipally as 140 Merton Street, more particularly described in Schedule A attached to this by-law and being property of cultural heritage value or interest, is authorized.
2. The City Solicitor is authorized to cause the heritage easement agreement authorized by this by-law to be registered on title to the property described in Schedule A to this by-law in the proper Land Registry Office.

Enacted and passed on October 4, 2017.

Frances Nunziata,  
Speaker

(Seal of the City)

Uli S. Watkiss,  
City Clerk



**SCHEDULE A**LEGAL DESCRIPTION  
140 MERTON STREET

PIN 21124-0078(LT)

PCL 28-1 SEC M5; PT LT 28 N/S MERTON ST PL M5 TORONTO ELY 51 FT  
THROUGHTOUT FRONT TO REAR

PIN 21124-0079(LT)

PCL 28-2 SEC M5; PT LT 28 N/S MERTON ST PL M5 TORONTO COMM AT A POINT IN  
THE SLY LIMIT OF LT 28 ON THE N SIDE OF MERTON ST, DISTANT 51 FT  
MEASURED WLY THEREON FROM THE ELY LIMIT OF LT 28; THENCE WLY ALONG  
THE SLY LIMIT OF SAID LT 42 FT MORE OR LESS TO A POINT DISTANT 7 FT  
MEASURED ELY FROM THE W LIMIT OF SAID LT; THENCE NLY PARALLEL WITH  
THE W LIMIT OF SAID LT TO A POINT IN THE N LIMIT THEREOF DISTANT 7 FT,  
MEASURED ELY THEREON FROM THE W LIMIT THEREOF; THENCE ELY ALONG  
THE SAID N LIMIT 42 FT TO A POINT THEREON DISTANT 51 FT MEASURED WLY  
FROM THE E LIMIT THEREOF; THENCE SLY PARALLEL WITH THE E LIMIT OF SAID  
LT TO THE POC

PIN 21124-0026(LT)

PCL 26-1 SEC M5; PT LT 26 N/S MERTON ST PL M5 TORONTO; PT LT 28 N/S MERTON  
ST PL M5 TORONTO COMM AT A POINT IN THE NLY LIMIT OF MERTON ST,  
DISTANT 7 FT MEASURED ELY ON THE SAID LIMIT FROM THE S WLY ANGLE OF  
LT 28 AFORESAID; THENCE WLY ALONG SAID LIMIT OF MERTON ST 17 FT 8  
INCHES MORE OR LESS TO THE PRODUCTION SLY OF THE CENTRE LINE OF THE  
PARTY WALL BTN THE HOUSE ON THIS LAND AND THAT TO THE W THEREOF;  
THEN NLY ALONG THE SAID PRODUCTION ALONG SAID CENTRE LINE OF PARTY  
WALL AND ALONG THE PRODUCTION NLY THEREOF IN ALL 190 FT MORE OR  
LESS TO THE REAR OF LT 26 AFORESAID; THENCE ELY ALONG THE REAR LIMITS  
OF LOTS 26 AND 28, 19 FT 5 INCHES MORE OR LESS TO A POINT DISTANT 7 FT  
MEASURED ELY THERON FROM THE N WLY ANGLE OF LT 28 AFORESAID; THENCE  
SLY PARALLEL WITH THE WLY LIMIT OF LT 28 AFORESAID 190 FT MORE OR LESS  
TO THE POB

PIN 21124-0080(LT)

PCL 26-2 SEC M5; PT LT 26 N/S MERTON ST PL M5 TORONTO COMM AT A POINT IN  
THE NLY LIMIT OF MERTON ST WHERE IT IS INTERSECTED BY THE CENTRE LINE  
OF PASSAGEWAY BTN THE HOUSE ON THIS LAND AND THAT TO THE W THEREOF,  
THE SAID POINT BEING DISTANT 73 FT 2 INCHES MORE OR LESS MEASURED ELY

ALONG SAID LIMIT FROM THE S WLY ANGLE OF THE SAID LT; THENCE ELY ALONG THE NLY LIMIT OF MERTON ST 16 FT 2 INCHES MORE OR LESS TO THE PRODUCTION SLY OF THE CENTRE LINE OF PARTY WALL BTN THE HOUSE ON THIS LAND AND THAT TO THE E THEREOF; THENCE NLY ALONG SAID PRODUCTION, ALONG THE SAID CENTRE LINE OF PARTY WALL, AND ALONG THE PRODUCTION NLY THEREOF IN ALL 190 FT TO THE REAR OF THE SAID LT; THENCE WLY ALONG THE SAID REAR LIMIT 16 FT 2 INCHES TO THE PRODUCTION NLY OF THE CENTRE LINE OF THE PASSAGEWAY BEFORE MENTIONED, THE SAID POINT BEING DISTANT 71 FT 5 INCHES MEASURED ELY THEREON FROM THE N WLY ANGLE OF THE SAID LT; THENCE SLY ALONG SAID PRODUCTION AND ALONG SAID CENTRE LINE OF PASSAGEWAY 190 FT TO THE POB

PIN 21124-0081(LT)

PCL 26-3 SEC M5; FIRSTLY: PT LT 26 N/S MERTON ST PL M5 TORONTO COMM AT A POINT IN THE NLY LIMIT OF MERTON ST WHERE IT IS INTERSECTED BY THE CENTRE LINE OF PASSAGEWAY BTN THE HOUSE ON THE ELY PORTION OF THIS LAND AND TO THE E THEREOF, SAID POINT BEING DISTANT 73 FT 2 INCHES MORE OR LESS MEASURED ELY FROM THE S WLY ANGLE OF LT 26. THENCE WLY ALONG THE NLY LIMIT OF MERTON ST, 33 FT 2 INCHES MORE OR LESS TO A POINT DISTANT 40 FT ELY FROM THE SW ANGLE OF SAID LT; THENCE NLY PARALLEL TO THE WLY LIMIT OF SAID LT, 190 FT MORE OR LESS TO THE NLY LIMIT OF SAID LT; THENCE ELY ALONG THE NLY LIMIT OF SAID LT 31 FT 5 INCHES MORE OR LESS TO THE PRODUCTION OF CENTRE LINE OF PASSAGEWAY HEREIN AFTER MENTIONED. THENCE SLY ALONG THE SAID PRODUCTION ALONG THE CENTRE LINE OF SAID PASSAGEWAY, 190 FT MORE OR LESS TO THE POB. SECONDLY: PT LT 26 N/S MERTON ST PL M5 TORONTO COMM AT A POINT IN THE NLY LIMIT OF MERTON ST, DISTANT 25 FT 3 INCHES MEASURED ELY THEREON FROM THE WLY LIMIT OF SAID LT 26, SAID POINT BEING IN A LINE DRAWN PARALLEL TO THE WLY LIMIT OF SAID LT FROM THE SLY EXTREMITY OF THE CENTRE LINE OF PARTY WALL BTN THE SEMI-DETACHED DWELLING HOUSES COMPRISING THE PAIR STANDING IN 1914, ON THE PT OF SAID LT 26; THENCE NLY TO AND ALONG SAID CENTRE LINE OF PARTY WALL TO THE REAR THEREOF; AND CONTINUING THENCE NLY PARALLEL TO THE WLY LIMIT OF SAID LT; 193 FT TO A POINT IN THE NLY LIMIT OF SAID LT, 25 FT 2 1/2 INCHES MEASURED ELY THEREON FROM THE WLY LIMIT OF SAID LT. THENCE ELY ALONG THE NLY LIMIT OF SAID LT; 14 FT 9 1/2 INCHES; THENCE SLY PARALLEL TO THE WLY LIMIT OF SAID LT 193 FT TO THE NLY LIMIT OF MERTON ST; THENCE WLY ALONG THE NLY LIMIT OF MERTON ST, 14 FT 9 INCHES TO THE POB

PIN 21124-0082(LT)

PCL 26-4 SEC M5; PT LT 26 N/S MERTON ST PL M5 TORONTO COMM AT A POINT IN THE NLY LIMIT OF MERTON ST, DISTANT 25 FT 3 INCHES MEASURED ELY THEREON FROM THE WLY LIMIT OF THE SAID LT THE SAID POINT BEING A LINE DRAWN PARALLEL TO THE WLY LIMIT OF THE SAID LT FROM THE SLY

EXTREMITY OF THE CENTRE LINE OF THE PARTY WALL BTN THE HOUSE ON THIS LAND AND THE HOUSE IMMEDIATELY TO THE E THEREOF; THENCE NLY ALONG SAID LINE, TO AND ALONG THE SAID CENTRE LINE OF THE SAID PARTY WALL TO THE REAR THEREOF AND CONTINUING THENCE NLY PARALLEL TO THE WLY LIMIT OF THE SAID LT IN ALL 193 FT MORE OF LESS TO A POINT IN THE NLY LIMIT OF THE SAID LT DISTANT 25 FT 2 1/2 INCHES MEASURED ELY THEREON FROM THE NW ANGLE OF THE SAID LT; THENCE WLY ALONG THE NLY LIMIT OF THE SAID LT, 15 FT 2 1/2 INCHES TO A POINT DISTANT 10 FT ELY FROM THE NW ANGLE OF THE SAID LT; THENCE SLY PARALLEL TO THE WLY LIMIT OF THE SAID LT, 193 FT MORE OR LESS TO THE NLY LIMIT OF MERTON ST; THENCE ELY ALONG THE NLY LINIT OF MERTON ST 15 FT 3 INCHES TO THE POB

City of Toronto, Province of Ontario  
Registry Division of the Toronto Registry Office (No. 66)