TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

BY-LAW NO. 5

BE IT ENACTED as a By-law of Toronto Standard Condominium Corporation No. **2322** hereinafter referred to as the **"Corporation"**) as follows:

The directors of the Corporation shall cause the Corporation to enter into an assignment and assumption agreement with **KING WEST CENTRE (II) CORP.** (the "Declarant") in the form attached hereto as Schedule A (the "Assignment and Assumption Agreement") that shall provide that, effective as of July 19, 2013, being the registration date of the Corporation:

(a) the Corporation shall accept an assignment from the Declarant of all right, title benefit and interest in and to an encroachment agreement made as of the 21st day of February, 2013 (the "Encroachment Agreement") relating to the lands at 65-75-85 East Liberty Street, City of Toronto (the "Property") in respect of a concrete retaining wall and a metal fence (at 65 East Liberty Street) and a concrete ramp and sidewalk (at 75 East Liberty Street) which include portions that encroach upon the City of Toronto's East Liberty Street road allowance, on terms and conditions as more particularly described in the Encroachment Agreement, which was registered on title to the Property as Instrument No. AT3274759 on April 11, 2013;

(b) the Corporation shall:

(i) assume and agree to be bound by all rights, covenants, obligations and liabilities of the Declarant under the Encroachment Agreement as and from the effective date of the Assignment and Assumption Agreement and for so long as the Encroachment Agreement remains in force and effect;

(ii) covenant and agree to pay any amounts payable by the Declarant under the Encroachment Agreement, including any license fees, at the times and in the manner set forth in the Encroachment Agreement for so long as the Encroachment Agreement remains in force and effect; and

(iii) covenant and agree to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Encroachment Agreement to be done, observed, performed and kept by the Declarant as if the Corporation was the original party to the Encroachment Agreement with City of Toronto and as such had executed the Encroachment Agreement;

(c) the Corporation shall indemnify and save the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation in contravention of the Assignment and Assumption Agreement or by the City of Toronto in respect of any term, covenant, proviso, condition and agreement contained in the Encroachment Agreement;

(d) the parties shall agree that they will from time to time duly execute and deliver such instruments and take such further action as it shall be necessary or reasonable to accomplish or give full effect to the intent, spirit and purposes of the Assignment and Assumption Agreement; and

(e) the Assignment and Assumption Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting, and it shall enure to the benefit of and be binding upon the parties hereto and their respective successors.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

The foregoing By-law No. 5 is hereby enacted and passed by the directors of the Corporation, who have duly approved and confirmed without variation the provisions herein, as evidenced by all of the respective signatures hereto of all the directors.

DATED at Toronto, this 23rd day of July, 2013.

Director – Anthony Heller

Director – David Brothman

Director – Howard M. Hacker

Director – Mark Tutton

Director – Scott McLellan

Director – Sam Galet

Director – Jeffrey King

The foregoing By-law No. 5 is hereby approved and confirmed by the sole Owner of the Units as evidenced by the signature of its duly authorized officer in that behalf.

DATED at Toronto, this 23rd day of July, 2013.

KING WEST CENTRE (II) CORP.

Per:_____

Name: Anthony Heller

Title: President

I have authority to bind the Corporation.

SCHEDULE A TO BY-LAW NO. 5

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT made effective as of the 19th day of July, 2013.

BETWEEN: **TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322**

(the "Corporation")

OF THE FIRST PART

AND

KING WEST CENTRE (II) CORP.

(the "Declarant")

OF THE SECOND PART

WHEREAS the Declarant has created a condominium (the "Corporation") pursuant to the Condominium Act, R.S.O. 1990 (the "Condominium Act") by the registration of a Declaration and a Description in the Land Registry Office for the Land Titles Division of Metropolitan Toronto, relating to the land and any interest appurtenant to the land described in the Description located at 65-75-85 East Liberty Street, City of Toronto (the "Property");

AND WHEREAS prior to the creation of the Corporation, the Declarant entered into an encroachment agreement made as of the 21st day of February, 2013 (the "Encroachment Agreement") with the City of Toronto in respect of a concrete retaining wall and a metal fence (at 65 East Liberty Street) and a concrete ramp and sidewalk (at 75 East Liberty Street) which include portions (the "Encroachment") that encroach upon the City of Toronto's East Liberty Street road allowance, on terms and conditions as more particularly described in the Encroachment Agreement, which was registered on title to the Property as Instrument No. AT3274759 on April 11, 2013, a copy of which is attached hereto as Schedule "A";

AND WHEREAS the Declarant wishes to assign its right, title, benefit and interest in and to the Encroachment Agreement to the Corporation, provided that the Corporation shall assume the obligations of the Declarant thereunder;

AND WHEREAS the Corporation has agreed to enter into an assignment and assumption agreement with the Declarant to obtain the rights, title, benefit and interest in and to, and to assume the obligations of the Declarant under, the Encroachment Agreement in accordance with the terms and conditions of the assignment and assumption agreement;

NOW THEREFORE THIS ASSIGNMENT AND ASSUMPTION AGREEMENT WITNESSETH that, in consideration of the premises and the mutual covenants and agreement herein contained and other valuable consideration, the Corporation and Declarant hereby agree that, effective as of July 19, 2013, being the registration date of the Corporation:

1. The Declarant hereby assigns, transfers and sets over to the Corporation all of its right, title, benefit and interest in and to the Encroachment Agreement including all rights and obligations thereunder;

2. The Corporation hereby:

   (a) accepts the assignment of the Encroachment Agreement and assumes and agrees to be bound by all rights, covenants, obligations and liabilities of the Declarant under the Encroachment Agreement as and from the effective date of this Assignment and Assumption Agreement and for so long as the Encroachment Agreement remains in force and effect; and

   (b) covenants and agrees to do, observe, perform, keep and be bound by every term, covenant, proviso, condition and agreement contained in the Encroachment Agreement to be done, observed, performed and kept by the Declarant as if the Corporation was the original party to the Encroachment Agreement and as such had executed the Encroachment Agreement;

3. The Corporation hereby indemnifies and saves the Declarant harmless from all actions, causes of actions, claims and demands for damages or loss which are brought by the Corporation arising from the Encroachment or the Encroachment Agreement or in contravention of this Assignment and Assumption Agreement or are brought by the City of Toronto in respect of any term, covenant, proviso, condition and agreement contained in the Encroachment Agreement;

4. The parties hereto agree that they will from time to time duly execute and deliver such instruments and take such further action as shall be necessary or reasonable to accomplish or give full effect to the intent, spirit and purposes of this Assignment and Assumption Agreement; and

5. This Assignment and Assumption Agreement shall not be terminated or terminable by the Corporation following the Turnover Meeting, and it shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement made effective as of the 19th day of July, 2013.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2322

Per:_____
Name: Anthony Heller
Title: President, Director

Per:_____
Name: David Brothman
Title: Vice President, Director

Per:_____
Name: Howard M. Hacker
Title: Secretary

We have authority to bind the Corporation

KING WEST CENTRE (II) CORP.

Per:_____
Name: Anthony Heller
Title: President

I have authority to bind the Corporation.

SCHEDULE "A"

This ENCROACHMENT AGREEMENT is made as of 21st day of February 2013.

BETWEEN:

CITY OF TORONTO
(the "City")

- and -

KING WEST CENTRE (II) CORP.
(The "Licensee")

BACKGROUND OF THIS AGREEMENT

A. The Licensee is the registered owner of the lands in the City of Toronto, consisting of PART OF BLOCK 11 ON THE ORDNANCE RESERVE PLAN & PART OF PARCEL 3, PLAN 1101, CITY OF TORONTO, DESIGNATED AS 1,4,5, 6 &13, PLAN 66R22486. T/W EASEMENT OVER 1 TO 14 BOTH INCLUSIVE, PLAN 66R22662 FOR THE PURPO SE AS SET OUT IN AT1331308 municipally known as **65 – 85 East Liberty Street**, Toronto, Ontario, more particularly described in Schedule "A" attached (the "**Property**");

B. The public highway(s) known as **East Liberty Street** is/are under the jurisdiction of the City of Toronto (the "**Road Allowance**");

C. The Licensee has made application to the City for permission to install and/or maintain various encroachments within the **Road Allowance**, more particularly described in Schedule "B" attached (the "**Encroachment**");

D. The **Encroachment** to be erected and maintained in accordance with this Agreement is shown on the encroachment plan prepared by R. Avis Surveying Inc, Drawing No. 2336-3-SK2.DWG dated October 12, 2012, attached as Schedule "C" (the "**Encroachment Plan**");

E. Pursuant to City of Toronto Municipal Code, Chapter 743, "Use of Streets and Sidewalks" ("**Chapter 743**"), the General Manager of Transportation Services of the City has authorized the Licensee to install and maintain the **Encroachment** within the **Road Allowance** on the condition that the Licensee enters into and complies with this Agreement, which the Licensee has agreed to do.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement on the part of the Licensee to be observed, fulfilled and performed, the City grants to the Licensee permission to install and maintain the **Encroachment**, on the terms set out in this Agreement, until the earlier of (i) the removal of the **Encroachment** by the Licensee, or as may otherwise be required herein, or (ii) the date of demolition of the building situated on the **Property**. Nothing contained in this Agreement shall be construed as giving to the Licensee anything more than permission to install and maintain the **Encroachment** until such time as the removal of such **Encroachment** may be required under the terms of this Agreement. This Agreement does not give the Licensee any easement or other proprietary interest in the **Road Allowance**.

The Licensee, in consideration of the granting by the City of the permission to install and maintain the **Encroachment** within the **Road Allowance** on the terms set out in this Agreement, covenants and agrees with the City as follows:

1. The Licensee shall pay to the City such fee or fees for the privilege hereby granted to install and maintain the **Encroachment** as may from time to time be prescribed by the Council of the City to be paid by all owners of encroachments which project in whole or in part over any public highway, street or lane in the City of Toronto, including without limitation, the fees specified in City of Toronto Municipal Code, Chapter 441, "Fees and Charges", as amended from time to time ("**Chapter 441**"), without any deduction or set-off whatsoever, plus Harmonized Sales Tax ("**HST**") and any other applicable taxes. The Licensee acknowledges that all fees that are subject to annual adjustment pursuant to **Chapter 441** shall be adjusted annually, effective January 1, by the Consumer Price Index (as defined in **Chapter 441**) from the previous year.

2. The Licensee shall construct and install the **Encroachment** in accordance with the **Encroachment Plan**, to the satisfaction of the General Manager of Transportation Services of the City, his or her successor, or his or her designate(s) from time to time (collectively, the "**GM**") and shall, from time to time and at all times, at its sole cost, charge and expense keep and maintain the **Encroachment** in good and proper repair and condition to the satisfaction of the **GM**. Before commencing construction or installation of the **Encroachment**, the Licensee shall obtain municipal consent to undertake street work pursuant to Article III of **Chapter 743**, as amended from time to time.

3. The Licensee will at its own cost, charge and expense and to the satisfaction of the **GM** alter or remove the **Encroachment** and restore the **Road Allowance** to its previous condition, either on rebuilding or, upon receiving fourteen (14) days notice in writing from the **GM** so to do, before the date specified in such notice, whichever first occurs, without being entitled to any compensation whatsoever for such alteration or removal. If the Licensee fails to alter or remove the **Encroachment** and restore the **Road Allowance** as requested by the **GM**, the City may alter or remove the **Encroachment**, and may enter on the **Property** if considered necessary to do so, and restore the **Road Allowance** at the cost, charge and expense of the Licensee. Further, if, in the opinion of the GM, the **Encroachment** substantially interferes with drainage, vehicular and/or pedestrian traffic or creates an emergency that presents a danger to public health or safety, the **GM** shall not be required to provide notice to the Licensee and the City may undertake any remedial work required to alter or remove the **Encroachment** and restore the **Road Allowance** at the cost, charge and expense of the Licensee without the Licensee being entitled to any compensation whatsoever for such alteration or removal. The certificate of the **GM** as to the cost of removal, alteration and/or restoration shall be final and binding upon the Licensee and the City may recover the same from the Licensee in any court of competent jurisdiction, as a debt due and owing to the City, or by adding the costs owing to the tax roll for the **Property** and collecting them in the same manner as municipal taxes.

4. The Licensee releases, waives and forever discharges the City and its agents, officers, directors, employees servants, contractors, representatives, elected and appointed officials, successors and assigns and any other agencies, corporations, boards, commissions or related bodies having utilities or services which may in any manner be affected by the installation or maintenance of the **Encroachment** (collectively, the "**Released Parties**"), of and from all claims, executions, demands, liabilities, liens, suits, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to the person or any property of the Licensee however caused, and all damages, costs, expenses, direct or indirect (including reasonable legal fees and disbursements), losses and charges whatsoever arising or to arise by reason of the permission granted pursuant to this Agreement, including consequential damages, damages for pure economic loss and claims in respect of property damage or personal injury, including death (collectively, "**Claims**"). Without limiting the generality of the foregoing, no claims shall be made against any of the **Released Parties** by the Licensee for any damage occurring to the **Encroachment** as a result of any operations carried out or performed by or on behalf of the City, including, without limitation, the City's snow and ice removal operations, cleaning or removing litter, graffiti, posters or as a result of street repairs or reconstruction.

5. The Licensee will, from time to time, and at all times, save, defend and keep harmless and fully indemnify the **Released Parties** from and against all **Claims** (including those under or in connection with the ***Workplace Safety and Insurance Act, 1997***, the ***Construction Lien Act*** or any successor legislation) which may be brought against or made upon any or all of them or which may be sustained, incurred or paid by any or all of them, regardless of whether or not they are parties to this Agreement, for or by reason of or on account of the granting by the City to the Licensee of the permission granted by this Agreement and/or the exercise by the Licensee of its rights under such permission and/or the installation and maintenance of the **Encroachment** and/or anything in any manner relating to the **Encroachment**. If any **Claim** is brought against or made upon any **Released Parties**, except to the extent the **Claim** results from the negligence of the **Released Party**, the City may, upon written notice to the Licensee, and if not forbidden by the Licensee, in writing, within fourteen days thereafter, if the City chooses to, in its sole discretion, compromise or settle any such **Claim** on such terms as the City chooses to, in its sole discretion, and the Licensee shall immediately pay to the City the sum or sums required to be paid as a result of such compromise or settlement together with such sum as shall represent the reasonable costs of the City and its solicitor in defending or settling any **Claim**. If the Licensee forbids such compromise or settlement within such fourteen day period, or if no such compromise or settlement is effected, then the Licensee may be made a party to such **Claim**.

6. The City shall have the right to place pipes, cables, wires, poles and other infrastructure within the **Encroachment** and the Licensee shall facilitate the construction, installation and operation of any and all utilities in, over or under the **Encroachment** as may be required from time to time. The parties agree that the permission granted in this Agreement does not in any way diminish the rights of the City, or of any gas, telephone, telegraph, electric light or other public utility company, their respective officers, servants, workers, employees, agents, and contractors, to enter at all times upon the portion of the **Road Allowance** containing the **Encroachment** for the purpose of constructing, repairing, maintaining, replacing or removing any sewers, mains, culverts, drains, water pipes, gas pipes, poles, wires or other services and installations and appurtenances. The Licensee shall not be entitled to any damages or compensation as a result of the exercise of the City's or utility company's rights contained in this paragraph and the Licensee, at its own expense, if required by the City or such utility company, shall carry out such alteration or removal of the **Encroachment** as the **GM** may, from time to time, direct.

7. The Licensee shall obtain and maintain throughout the term of this Agreement public liability (personal injury and property damage) insurance, with an insurer satisfactory to the **GM** and in a form acceptable to the **GM** and the Chief Financial Officer of the City, covering the installation and maintenance of the **Encroachment**, in the amount of at least Five Million Dollars ($5,000,000.00), or such greater amount as may be required from time to time by the **GM** and the Chief Financial Officer of the City, naming the City of Toronto as an additional insured. Every policy or policies of insurance shall provide or include: cross-liability/severability of interest coverage protecting the City in respect of claims by the Licensee as if the City were separately insured; a waiver of subrogation in favour of the City and those for whom in law it is responsible; an undertaking by the insurer that no material change adverse to the City or the Licensee will be made and the policy will not lapse or be cancelled or not renewed except after not less than thirty (30) days' prior written notice to the City and the Licensee. The Licensee will provide a Certificate of Insurance in respect of such coverage to the City upon execution of this Agreement and prior to the expiration date of the policy on an annual basis, without demand or request by the City.

8. If the Licensee transfers or sells the **Property** or any portion of the **Property**, the Licensee shall immediately notify the City in writing of such sale or transfer, and shall provide the name and address for service of the transferee or purchaser.

9. The **Encroachment** shall be constructed, installed, occupied, and maintained in such a manner so as to ensure that it does not (i) obstruct pedestrian or vehicular sight lines; (ii) obstruct driveways, impede or pose a hazard or potential hazard to pedestrian or vehicular traffic; (iii) interfere with the City's ability to maintain the street in a state of good repair or to keep it free of litter, snow and ice; (iv) interfere with traffic control devices or the existing and future location and maintenance of sidewalks, bicycle trails or utilities; or (v) extend into the boulevard area fronting any neighboring property when the common lot line is projected perpendicular to the road. The **Encroachment** shall not be used for the purpose of habitation.

10. The construction, installation, occupation, operation and maintenance of the **Encroachment** shall comply with all applicable statutes, by-laws and regulations, including without limitation, **Chapter 743**.

11. All sums and costs paid, sustained or incurred by the City, and to be recovered by the City from the Licensee, and all annual fees or minimum fees, or further or other fees to be paid by the Licensee under this Agreement, shall form and constitute a charge or lien on the **Property** until fully discharged and paid.

12. (a) All amounts payable to the City under this Agreement will bear simple interest at the rate of 1.25% per month (15% per year) (the "**Default Rate of Interest**"). Interest will be calculated and payable from and including the day after the day the amount is due until payment in full of the overdue amount is received by the City. Interest will be calculated only on the principal amount outstanding from time to time, and interest charges will not be added to the outstanding principal amount for purposes of calculating interest. Payments received by the City will be applied first to outstanding interest charges and the balance (if any) will be applied to the outstanding principal amount.

    (b) The **Default Rate of Interest** may be increased by the City from time to time by notice to the Licensee. The rights of the City to charge and receive interest in accordance with this paragraph are without prejudice to any of the other rights of the City at law or otherwise.

13. The Licensee will pay to the City, immediately on demand, a charge of thirty-five dollars ($35.00) for every cheque tendered by the Licensee to the City that is not honoured by the institution on which it is drawn (the "**Returned Cheque Fee**"). The **Returned Cheque Fee** may be increased by the City from time to time by notice to the Licensee, so that it is at all times equal to the charge payable in respect of cheques tendered in payment of tax, water and court service charges that are not honoured by the institution on which they are drawn.

14. The City, its officers, servants, workers, employees, agents and contractors under its control or supervision shall have the right, from time to time, and at all reasonable times during the currency of this Agreement, to enter in and upon the **Property** or any part of the **Property**, with all necessary workers, plant, equipment and material for the purpose of inspecting the **Encroachment** or removing the **Encroachment** under the terms of this Agreement, provided that such inspection shall not free or relieve the Licensee in any way whatsoever from any liability under this Agreement. Notwithstanding any inspection, any consent or approval given by the City with respect to any plans, specifications or other construction-related matter, the City will not be in any way liable for the design or construction of any proposed structure, and the party that has obtained the consent or approval of the City shall be wholly liable for such design and construction.

15. (a) All notices, consents, approvals or other communications permitted or required to be given under this Agreement (collectively, "**Notice**") shall be in writing, shall not be unreasonably withheld or delayed unless otherwise specifically provided for in this Agreement, and shall be: personally delivered; sent by prepaid registered mail (except during a postal disruption or threatened postal disruption), or; sent by facsimile, in each case to the applicable address set out below:

(i) in the case of the **City**:
City of Toronto
Transportation Services Division
Right of Way Management, Toronto and East York District
Metro Hall, 17th Floor
55 John Street
Toronto ON M5V 3C6

Attention: Manager Traffic Planning/Right of Way Management

(ii) in the case of the **Licensee**:

10 Wanless Avenue, Suite 201, Toronto, Ontario, M4N 1V6

(b) Any **Notice** shall be deemed to have been validly and effectively given and received: if personally delivered, on the date of delivery; if sent by prepaid registered mail, on the third (3rd) business day next following the date of mailing, provided, however, that during any postal disruption or threatened postal disruption, delivery shall be in person; and if sent by facsimile, on the business day next following the day on which it was sent.

(c) Any **Notice** permitted or required to be given by the City may be given by the **GM**. However, the **GM** specifically reserves the right to submit the issue of the giving of any **Notice**, or of the contents of any **Notice**, to City Council for its determination.

(d) Either party under this Agreement may from time to time by **Notice** to the other party change its address for service under this Agreement.

16. Nothing in this Agreement derogates from, interferes with, or fetters the exercise by the City of any of its rights and obligations as a municipality (whether discretionary or mandatory), or imposes any obligations on the City in its role as a municipality, and the City shall not be prevented from or prejudiced in carrying out its statutory rights and responsibilities, including its planning rights and responsibilities. Nothing in this Agreement derogates from, interferes with, or fetters the exercise by the City's officers, employees, agents, representatives or elected and appointed officials of all of their rights, or imposes any obligations on the City's officers, employees, agents, representatives or elected and appointed officials, other than as expressly set out in this Agreement.

17. No communication or dealing between the Licensee and any department, committee, body, officer, employee, agent, representative or elected or appointed official of the City that is not clearly in respect of and in accordance with this Agreement will be deemed to be a communication or dealing under this Agreement between the Licensee and the City as parties to this Agreement or affect the City with notice of any such communication or dealings. It is intended and agreed that any communication or dealing between the Licensee and the City as parties to this Agreement will only be effective if delivered in accordance with the notice provisions in this Agreement. No communication or dealing between the City as party to this Agreement and the Licensee as a party to this Agreement will relieve the Licensee from the responsibility of discharging its lawful obligations to the City imposed by statute, regulation, by-law or by any other lawful manner separate and apart from the obligations imposed under this Agreement.

18. This Agreement shall, at the sole discretion of the City, be registered on title to the **Property** and the cost of preparation and registration (including the cost of the preparation and deposit of any reference plan that may be required) shall be borne by the Licensee.

19. This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario and Canada. Any legal proceeding arising in connection with this Agreement shall be commenced and heard in a court (or, if applicable, a tribunal of competent jurisdiction) sitting in Toronto, Ontario, which it is agreed will be the appropriate location. If the court (or, if applicable, tribunal of competent jurisdiction) does not sit in Toronto, the legal proceedings shall be commenced and heard in the jurisdiction nearest to the City of Toronto within the Province of Ontario in which such court (or, if applicable, tribunal of competent jurisdiction) convenes.

20. This Agreement shall be read with all changes of gender and number required by the context.

21. If the Licensee is comprised of two or more persons or entities, they are jointly and severally liable for all terms, covenants and conditions in this Agreement.

22. The Licensee acknowledges being advised to seek legal advice prior to executing this Agreement.

23. This Agreement, including all of the terms and conditions in this Agreement shall be binding upon and enure to the benefit of the parties hereto, and their respective (where applicable) heirs, executors, administrators, successors and where permitted, assigns.

The Licensee and the City have executed this Agreement.

EXECUTED at Toronto this 5th day of March, 20 13.

KING WEST CENTRE (II) CORP.

By: _____
Name: Anthony Heller
Title: President

By: _____
Name:
Title:

I/We have authority to bind the Corporation.

EXECUTED at Toronto this 11 day of March, 20 13

CITY OF TORONTO

By: _____
Name: Kyp Perikleous
Title: Manager Traffic Planning/Right of Way Management

I have authority to bind the City.

SCHEDULE "A"

LEGAL DESCRIPTION OF THE PROPERTY

65-75-85 East Liberty Street

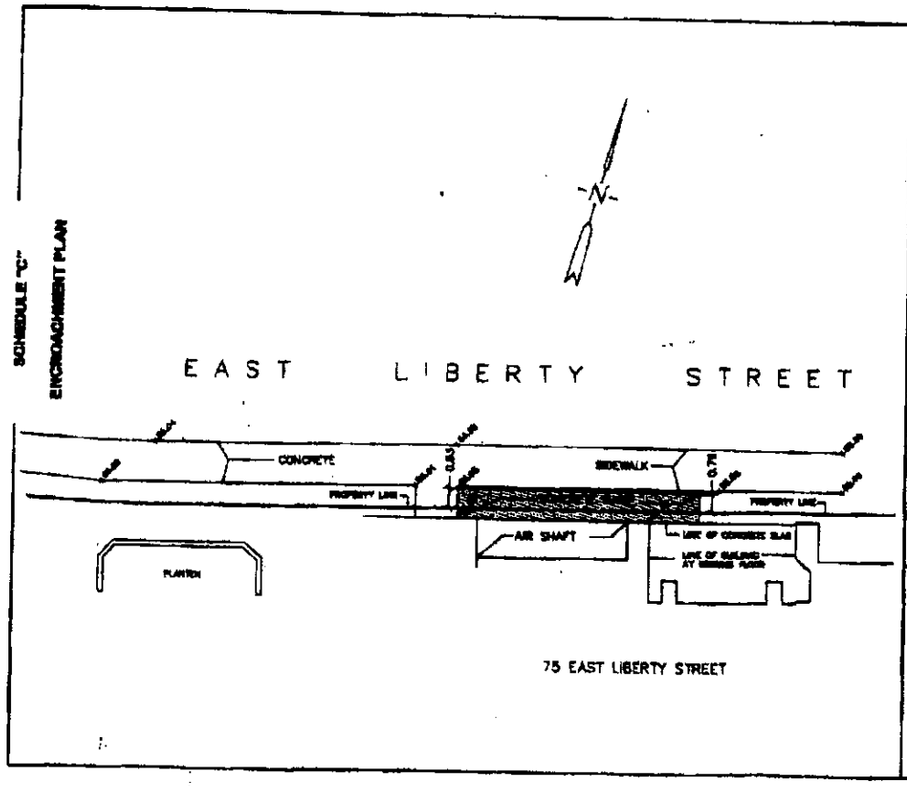
PIN: 21299-0241 (LT)

Part of Block 11 on the Ordnance Reserve Plan & Part of Parcel 3, Plan 1101, City of Toronto, Designated as 1, 4, 5, 6 and 13, Plan 66R22486, Together with Easement over 1 to 14 both inclusive, Plan 66R22662 for the purpose as set out in AT1331308, Together with an Easement over Part Block 1, Plan 66M2435, Part 1, Plan 66R25208 as in AT2657159; Subject to an Easement as in AT3141969.

PIN: 21299-0373 (LT)

Part of Block 11, Plan Ordnance Reserve, Designated as Parts 1, 2 and 3 on Plan 66R-23981, Subject to a Fibre Optic Cable Easement over Part 2 on Plan 66R-23981 in favour of Part of Block 11, Plan Ordnance Reserve, Designated as Parts 1 to 11, both inclusive on Plan 64R-16798 and Part of Block 11 Plan Ordnance Reserve, Designated as Part 1 on Plan 66R-22121 as in CA694765; Together with an Infrastructure and Servicing Easement over Parts 11, 12, 13, 14, 15 and 16 on Plan 66R-23981 as in CA694765, Together with an Access Easement over Parts 6, 7, 8, 9, 10, 17, 18 and 19 on Plan 66R-23981 as in CA694765; Together with Sign Access Easement over Parts 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 on Plan 66R-23981 as in CA694765; Together with a Sign Hydro-Electric Service Easement over Parts 6, 7, 8, 11, 12, 13, 14, 15, 16, 17, 19 and 20 on Plan 66R-23981 as in CA694765; Together with an Easement over Part 4 on Plan 66R-23981 as in AT1331272; Together with an Easement over Parts 5 and 21 on Plan 66R-23981 as in AT426406, City of Toronto ; Subject to an Easement over Part 2, Plan 66R25208 in favour of Part Block 1, Plan 66M2435, Parts 1, 3 and 4, Plan 66R25208 as in AT2657128; Together with an Easement over Part Block 1, Plan 66M2435, Part 1, Plan 66R25208 as in YR2657159; Subject to an Easement as in AT3141969.

SCHEDULE "C"
ENCROACHMENT PLAN



SKETCH SHOWING

AS-BUILT CONCRETE RAMP AND SIDEWALK KING WEST CONDOMINIUMS 75 EAST LIBERTY STREET

CITY OF TORONTO

SCALE 1 : 150

R. AVIS SURVEYING INC.

METRIC: DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048

NOTES AND LEGEND:

ELEVATIONS ARE OF GEODETIC ORIGIN AND ARE DERIVED FROM THE CITY OF TORONTO BENCH MARK No. CT5BE, HAVING AN ELEVATION = 86.384 METERS.

ALL TIES SHOWN ARE REFERENCED TO THE PROPERTY LINE

THE FIELD SURVEY WAS COMPLETED ON THE 12th DAY OCTOBER, 2012.

NOVEMBER 30, 2012
DATE

GEORGE C. [illegible] LD
Ontario Land Surveyor

R. AVIS SURVEYING INC.
SUITE 203
235 YORKLAND BOULEVARD
TORONTO, ONTARIO
M2J 4Y8
TEL: (416) 490-[illegible] FAX: (416) 491-[illegible]
www.ravissurveying.com

DESIGNED BY :	
CALCULATED BY : GS	PROJECT No. : 2339-3
DRAWN BY : GS/KC	DRAWING No. : 2339-3-SCL(PM)