

**Property Schedule
Expropriation Settlement
Viva Bus Rapid Transit Corridor and
Toronto-York Spadina Subway Extension
3131 Highway 7 West
City of Vaughan**

No.	Owner	Municipal Address	Legal Description	Interest Required
1.	Toromont Industries Ltd.	3131 Highway 7 West Vaughan	Part 1, Plan 65R32587	Fee Simple - Strata (3,535.2 sq. m.) for TYSSE
			Part 2, Plan 65R32587	Permanent Easement - 2010 Support (3,535.2 sq. m.) for TYSSE
			Part 1, 2, 5, 10, 13, Plan YR1625307	Fee Simple (4,497.6 sq. m.) for TYSSE
			Part 6, 19, 20, 42, 43, 45, 46, Plan YR1625307	Fee Simple - Strata (3,157 sq. m.) for TYSSE
			Part 7, 8, 21, 44, 47, Plan YR1625307	Permanent Easement - Tunnel Support (3,157 sq. m.) for TYSSE
			Part 12, 37, 38, 39, 40, 44, 48, Plan YR1625307	Permanent Easement - Surface Access (2,458.5 sq. m.) for TYSSE
			Part 4, 9, 15, 23, 26, 27, 30, 38, 40, 41, 48, Plan YR1625307	Permanent Easement - Utilities (1,029.5 sq. m.) for TYSSE
			Part 3, 4, 8, 9, 11, 12, 14, 15, 16, 17, 21, 22, 24, 25, 26, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 44, 47, 48, 49, Plan YR1625307	2011 Temporary Easement - Construction (15,810.2 sq. m.) for TYSSE
			Part 18, Plan YR1625307	2011 Temporary Easement - Non-Exclusive Construction Access (3,051.5 sq. m.) for TYSSE

No.	Owner	Municipal Address	Legal Description	Interest Required
1.	Toromont Industries Ltd.	3131 Highway 7 West	Part 2, 3, 4, 5, Plan 65R34898	Fee Simple (9 sq. m.) for vivaNext
			Part 19, 20, Plan 65R34898	Permanent Easement - Surface Access (112 sq. m.) for TYSSE
			Part 7, 8, 14, 22, 23, 24, 25, 27, 29, 30, 31, Plan 65R34898	Permanent Easement - Utilities (798.5 sq. m.) for TYSSE
			Part 9, 12, 14, 15, 16, 17, 18, 21, 22, 24, 25, 26, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 44, 47, 48, 49, Plan YR1625307	2015 Temporary Easement (7,653.7 sq. m.) for TYSSE
			Part 11, 12, 16, 21, Plan 65R34898	2015 Temporary Easement (8,543 sq. m.) for TYSSE
			Part 1, 6, 8, 10, 13, 18, Plan 65R34898	2015 Temporary Easement (2,665.5 sq. m.) for vivaNext and TYSSE
			Part 9, 12, 14, 15, 16, 17, 18, 21, 22, 24, 25, 26, 28, 29, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 44, 47, 48, 49, Plan YR1625307	2017 Temporary Easement (7,653.7 sq. m.) for TYSSE
			Part 11, 12, 16, 21, Plan 65R34898	2017 Temporary Easement (8,543 sq. m.) for TYSSE

The Permanent Easement (2010 Support) is described as an easement to and in favour of the TTC, as an appurtenance to and for the benefit of the TTC lands, in on, over and through part of the Property for support for and for the safe operation of the Subsurface System.

The Permanent Easement (Tunnel Support) is described as a limited estate, right or interest comprised of a permanent easement in, on, over and through the lands for support for and safe operation of subsurface transit and/or other municipal system(s) (the "Subsurface System"), to expire after 999 years from March 24, 2011 in the event that such perpetual duration is precluded by statute or common law. The owner:

- (a) shall retain rights to alter the Easement Lands or effect changes to the use thereof provided that:
 - (i) no load or part thereof or there from may bear directly or indirectly on the Subsurface System, and
 - (ii) no direct or indirect support (whether lateral, vertical or otherwise) may be removed,

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			<p>so as to adversely impact the existence, operation, maintenance and/or safety of the Subsurface System;</p> <p>(b) shall not:</p> <p>(i) commence any work, including excavation, construction, grading, drilling, digging, demolition, deconstruction or other material alteration of the Easement Lands or improvements in, on, over or through the Easement Lands, or</p> <p>(ii) effect any change in use of the Easement Lands which may affect the load on and/or safety of the Subsurface System, or permit any of the foregoing to occur, without first having obtained the written consent of the Toronto Transit Commission, or their successors or assigns (the "Consenting Authority"), which consent shall not be unreasonably withheld or delayed and which may be provided subject to terms and conditions. The Consenting Authority shall determine, in its sole discretion, whether the proposed change in use, construction or other work may load or unload or bear directly or indirectly on or from the Subsurface System and/or otherwise adversely impact the Subsurface System, based on plans and technical documents to be submitted by the owner, including those for footings and supports where applicable; and</p> <p>(c) shall not store or permit the storage of any explosive or flammable materials in, on, over or through the Easement Lands, including the movement of explosive or flammable materials in, on, over or through the Easement Lands, by means of pipelines or other works or structures, without first having obtained the written consent of the Consenting Authority.</p> <p>The Permanent Easement (Surface Access) is described as a limited estate, right or interest, in, on, over and through the lands for the purposes of entering upon and occupying the lands with all necessary machinery, equipment, workmen and other material required for, or in connection with, the construction, operation and maintenance of the TYSSE Subsurface System.</p> <p>The Permanent Easement (Utilities) is described as a limited estate, right or interest, in, on, over and through the lands for the permanent relocation and future installation of a sanitary sewer, storm sewer, hydro utilities, water main utilities and all works ancillary thereto.</p> <p>The 2011 Temporary Easement (Construction & Non Exclusive Construction Access) is described as a limited estate, right or interest, comprised of a temporary easement for construction purposes for a limited period commencing on July 4, 2011 and continuing for 48 months in, on, over and through the lands.</p> <p>The 2015 Temporary Easement (TYSSE only) is described as a limited estate, right or interest, comprised of a temporary easement for the purposes of entering the lands with all vehicles, machinery, workers and other materials to provide for the construction of the project and works ancillary thereto for a limited period commencing on July 4, 2015 and ending December 31, 2016.</p> <p>The 2015 Temporary Easement (vivaNext and TYSSE) is described as a temporary limited interests in, under, over, along and upon and for municipal purposes including, but not limited to, entering on the lands with all vehicles, machinery, workers and other material for construction purposes, which</p>	

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<p>may include (1) relocation of existing services and utilities, (2) work that supports the construction of municipal infrastructure within the Region's permanent takings, (3) staging and storage of materials and equipment, (4) geotech testing, borehole testing, and other investigative works, (5) removal, relocation and/ or installation of signage, (6) hard and soft landscaping, paving, grading and reshaping the lands to the limit of the reconstruction of the municipal road fronting the lands herein described, (7) the installation and removal of temporary (i) pedestrian access and walkways, (ii) parking measures including re-striping of aisles, lanes, and parking stalls, (iii) shoring and formwork, (iv) drainage and erosion/ sediment control measures (v) traffic signals, (iv) fencing, and (vii) handrails, (8) works ancillary to any of the foregoing and necessary to the works to be performed in association with the purpose of implementing road and intersection improvements along Highway 7 West, including associated local roads, and to provide designated lanes for the vivaNext transit system and works ancillary thereto, and (9) construction of the TYSSE project and works ancillary thereto; limited estate, right or interest, comprised of a temporary easement for the purposes of entering the lands with all vehicles, machinery, workers and other materials to provide for the construction of the project and works ancillary thereto for a limited period commencing on July 4, 2015 and ending December 31, 2016.</p> <p>The 2017 Temporary Easement (TYSSE only) is described as a limited estate, right or interest, comprised of a temporary easement for the purposes of entering the lands with all vehicles, machinery, workers and other materials to provide for the construction of the project and works ancillary thereto for a limited period commencing on January 1, 2017 and ending June 30, 2017.</p>				