Province of Ontario

Document General

Form 4 - Land Registration Reform Act

(129) D

FOR OFFICE USE ONLY

AT 3788982

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)

JAN 16 2015 11:51

LAND REGISTRAR

Jeff Gillet

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒ (2) Page 1 of 4 pages

(3) Property Identifier(s) Block Property: 76418-0001 to 76418-0752 (LT) — Additional: See Schedule ☐

(4) Nature of Document
Application to Register Notice of an Agreement
(Section 71 of the Land Titles Act)

(5) Consideration
Nil
Dollars $ Nil

(6) Description
All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2418 in the City of Toronto, Land Titles Division of the Toronto Registry Office (No. 66)

(7) This Document Contains (a) Redescription New Easement Plan/Sketch ☐ (b) Schedule for: Description ☐ Additional Parties ☐ Other ☒

(8) This Document provides as follows:

I, Harry Herskowitz, am the solicitor for Residences At Old Mill Inc. (hereinafter referred to as "Old Mill"), one of the parties to the agreement annexed hereto. I hereby confirm that the applicant, Old Mill, has an unregistered estate, right, interest or equity in the lands and premises described in box (6) hereof, and further confirm that the agreement annexed hereto as Schedule "A" affects an interest in said lands, and hereby applies under Section 71 of the Land Titles Act for the entry of the notice of agreement in each of the unit registers in respect of the said lands.

The agreement annexed hereto has been authorized by By-law No. 2 of Toronto Standard Condominium Corporation No. 2418, registered as Instrument No. AT-3788980.

This notice will be effective for an indeterminate period of time.

Continued on Schedule ☐

(9) This Document relates to instrument number(s) AT-3788980

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
RESIDENCES AT OLD MILL INC.	Per:	2015	01	09
BY ITS SOLICITORS, DELZOTTO, ZORZI LLP	Harry Herskowitz			

(11) Address for Service 4800 Dufferin Street, Toronto, Ontario, M3H 5S9

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y	M	D
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418				
CITY OF TORONTO				

(13) Address for Service c/o 4800 Dufferin Street, Toronto, Ontario, M3H 5S9 and City of Toronto, 55 John Street, 26th Floor, Toronto

(14) Municipal Address of Property
1 Old Mill Drive
Toronto, Ontario
M6S 0A1

(15) Document Prepared by:
Harry Herskowitz
DelZotto, Zorzi LLP
4810 Dufferin St,Suite D
North York, ON
M3H5S8

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Fees and Tax	
Registration Fee	
Total	

THIS AGREEMENT made the 9th day of January, 2015.

AMONGST:

RESIDENCES AT OLD MILL INC.
(hereinafter called the "**Declarant**")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418
(hereinafter called this or the "**Condominium**" or this or the "**Condominium Corporation**")

OF THE SECOND PART

- and -

CITY OF TORONTO
(hereinafter sometimes called the "**City**")

OF THE THIRD PART

WHEREAS the title to the lands and premises encompassed within the condominium description plan of the Condominium (hereinafter collectively referred to as the "**Lands**" or the "**Real Property**") are subject to the following outstanding municipal agreements pertaining to various matters involving the development of this Condominium and/or various site completion matters generally involving or affecting the ongoing operation and/or maintenance of the condominium property (all of which agreements are hereinafter collectively referred to as the "**Outstanding Municipal Agreements**"), namely:

a) a section 37 density bonus/development agreement, entered into by the Declarant with the City of Toronto, and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 23rd, 2010 as **Instrument No. AT-2510502,** pertaining to the provision of certain public benefits or community facilities (or the payment of monies to the City of Toronto in lieu thereof) in exchange for increases in the height and/or density of this Condominium (hereinbefore and hereinafter referred to as the "**Section 37 Agreement**");

b) an outstanding site plan agreement, entered into by the Declarant with the City of Toronto, and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on November 5th, 2013 as **Instrument No. AT-3447189** , pertaining to the overall development of this Condominium, and providing (amongst other things) for the maintenance of grading and drainage patterns, emergency fire/access routes, residential garbage storage and pickup, stormwater management, and various other site completion matters (hereinafter referred to as the "**Site Plan Agreement**"); and

c) a transfer of easement in favour of the City of Toronto over a public pedestrian sidewalk or walkway situate along the north side of Bloor Street West and comprising part of the exterior common elements of this Condominium, more particularly designated as Parts 1 and 2 on Reference Plan 66R-27053, registered in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter referred to as the "**Public Walkway**"), registered on November 5th, 2013, as **Instrument No. AT-3447190** (hereinafter referred to as the "**Transfer of Easement**");

AND WHEREAS the parties hereto have entered into these presents in order to formally evidence and confirm the Condominium Corporation's agreement to abide by (and comply with) the terms and provisions of the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium;

NOW THEREFORE THESE PRESENTS WITNESSETH that in consideration of the sum of $10.00 of lawful money of Canada now paid by each of the parties hereto to the other, and for other good and valuable consideration (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby confirm the veracity of the foregoing recitals, both in substance and in fact, and the Condominium Corporation hereby covenants and agrees, to and with the Declarant and in favour of the City, as follows, namely:

1. That the Condominium Corporation shall abide by (and comply with) the terms and provisions of each of the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium;

2. That the Condominium Corporation hereby assumes (and shall be bound by) all of the terms, provisions, covenants and obligations of the Declarant contained in each of the Outstanding Municipal Agreements, insofar as same relate or pertain to the Lands and/or this Condominium, including without limitation, all

obligations and liabilities pertaining to the maintenance of grading and/or drainage patterns, emergency/fire access routes and landscaping, as well as garbage and snow removal, storm water management and the maintenance of all works, services and/or facilities constructed or installed by the Declarant upon or within the non-exclusive use common element areas comprising part of the Lands. Without limiting the generality of the foregoing, the Condominium Corporation shall:

a) illuminate, maintain and repair the Public Walkway, the street landscaping elements within the public sidewalk areas or public road allowances situate adjacent to this Condominium (ie. along the north side of Bloor Street West, the west side of Riverview Gardens and/or the east side of Old Mill Drive) and the Public Art (as such term is defined in this Condominium's declaration) respectively, and shall maintain and repair those common element areas which are directly affected or impacted by the Outstanding Municipal Agreements in accordance with the respective terms and provisions thereof (on the express understanding that all costs and expenses incurred in connection therewith shall comprise part of the common expenses of this Condominium, and shall accordingly be borne and paid for solely by this Condominium), and the Declarant is hereby fully released and discharged from all such assumed obligations and liabilities;

b) not alter the grading or slope of the Real Property (or any portion thereof), nor obstruct or interfere with any drains or drainage pattern(s) in respect of the Real Property (nor permit or allow any one else to alter the grading and/or slope of the Real Property, or to alter or interfere with any drains or drainage pattern(s) in respect of the Real Property), nor alter the width of any driveway(s) situate within the confines of this Condominium, except in accordance with the lot grading and building siting control plan(s) approved by the City of Toronto, without the prior written consent of the City of Toronto thereto, and shall likewise maintain any such alterations to the grading, slope and/or drainage patterns of the Real Property so approved by the City of Toronto;

c) keep and maintain the Public Walkway in good condition for pedestrian use, free and clear of all snow, ice and debris, and shall illuminate, maintain and repair the Public Walkway in accordance with the provisions of the declaration, the Site Plan Agreement and the Transfer of Easement respectively, all at this Condominium's sole cost, risk and expense;

d) keep and maintain the Public Art (as such term is defined in this Condominium's declaration) in good condition, accessible to the general public in common with the owners, residents and occupants of this Condominium, and clearly visible at all times from public sidewalks or walkways or publicly-accessible spaces, and shall maintain and repair the Public Art in accordance with the provisions of the declaration and the Section 37 Agreement, all at this Condominium's sole cost, risk and expense, and shall not remove, re-locate, alter or modify the Public Art without the prior written approval of the City of Toronto's chief planner and/or the Toronto Public Art Commission thereto;

e) maintain the Public Art & Walkway Insurance (as such term is defined in this Condominium's declaration) at all times throughout the existence of the Public Art and the Public Walkway respectively, in accordance with the provisions of the declaration and the terms and provisions of the Section 37 Agreement, all at this Condominium's sole cost, risk and expense;

f) not prevent, restrict or interfere with any actions or steps taken (or desired or intended to be taken) by or on behalf of the City of Toronto in connection with the City's maintenance and/or repair of any municipal roads, sidewalks or road allowances situate adjacent to this Condominium, and/or any City-owned structures, components, installations and/or equipment that may encroach within or be adjacent to the exterior common elements of this Condominium, and shall not tamper, alter or interfere with any of the maintenance or repair work so undertaken (or desired to be undertaken) by or on behalf of the City of Toronto, nor with any City-owned structures, components, installations and/or equipment; and

g) fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims or demands which may hereafter be initiated or pursued against either or both of them, by reason of any damage or injury occasioned to (or in connection with) the Public Art and/or the Public Walkway, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity);

on the express understanding that all costs and expenses incurred by this Condominium in connection with its fulfilment of the foregoing obligations shall comprise part of the common expenses of this Condominium;

3. That the Condominium Corporation shall execute and provide such further documents and/or assurances as the Declarant and/or the City may hereafter require, from time to time, in order to evidence and confirm the foregoing;

4. That if any claim or proceeding is hereafter made or pursued against the Declarant by the City, or if any security heretofore provided or posted by or on behalf of the Declarant (or by or on behalf of the Declarant's predecessor in title to the Lands) with the City to ensure the fulfilment of any outstanding obligations arising under any of the Outstanding Municipal Agreements has been drawn down by the City, as a result of (or arising from or in connection with) the breach of any term or provision of any of the Outstanding Municipal Agreements so committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable at law, or in equity), then the Condominium Corporation shall fully indemnify and save the Declarant harmless from and against all costs, claims, damages and/or liabilities which the Declarant may suffer or incur as a result thereof, or in connection therewith; and

5. That the City shall obtain the benefit of all covenants and agreements on the part of the Condominium Corporation hereinbefore set forth, and shall be entitled to rely upon the Condominium Corporation's assumption of all of the Declarant's covenants, obligations and liabilities arising under (or in connection with) the Outstanding Municipal Agreements, insofar as same pertain or relate to the Lands and/or this Condominium, notwithstanding that the City is not a signatory to these presents.

IN WITNESS WHEREOF the undersigned parties have hereunto executed these presents as of the date first above-mentioned.

RESIDENCES AT OLD MILL INC.

Per: _____
Greg Campbell - Authorized Signing Officer

Per: _____
Len Gigliotti - Authorized Signing Officer
We have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2418

Per: _____
Elio Zoffranieri - President
I have authority to bind the Corporation