of Ontario

Document General

Form 4 - Land Registration Reform Act

(207)

CARERware Inc.
(416) 367-0600
08/1993

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FOR OFFICE USE ONLY

AT 2753049

~~CERTIFICATE OF RECEIPT~~
RÉCÉPISSÉ
TORONTO (66)

2011 -07- 14

14:43

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property
76166-0001 to 76166 -1275 inclusive; 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 Corporation No. 2166

in the City of Toronto, Land Titles Division of the Toronto Registry Office (No. 66)

New Property Identifiers
Additional: See Schedule ☐

Executions
Additional: See Schedule ☐

(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 Metrogate Inc. (hereinafter referred to as "Metrogate"), one of the parties to the agreement annexed hereto. I hereby confirm that the applicant, Metrogate, 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 this 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. 6 of Toronto Standard Condominium Corporation No. 2166, registered as Instrument No. AT-2752414

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

Continued on Schedule ☐

9) This Document relates to instrument number(s) AT2752414

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

Name(s)	Signature(s)	Date of Signature Y	M	D
METROGATE INC. by its solicitors, DelZotto, Zorzi LLP	Per: Harry Herskowitz	2011	07	06

11) Address for Service c/o 4800 Dufferin Street, North York, 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. 2166				
METROLINX				

13) Address for Service c/o 4800 Dufferin Street, North York, Ontario, M3H 5S9
20 Bay Street, Suite 600, Toronto, Ontario, M5J 2W3

14) Municipal Address of Property
135 Village Green Square, Toronto

U:\Realestate\HARRY_H\Metrogate II\Final\Registered Documents\document general for assumption.wpd

(15) Document Prepared by:
Harry Herskowitz
DelZotto, Zorzi LLP
Barristers & Solicitors
4810 Dufferin Street
Suite D
Toronto, Ontario M3H 5S8

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Fees and Tax	
Registration Fee	
Total	

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ASSUMPTION AGREEMENT

THIS AGREEMENT made the 6th day of July, 2011.

AMONGST:

METROGATE INC.
(hereinafter called the "**Declarant**")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166
(hereinafter called this or the "**Condominium**" or this or the "**Condominium Corporation**")

OF THE SECOND PART

- and -

METROLINX
an agency of the Government of Ontario
(hereinafter called "**Metrolinx**")

OF THE THIRD PART

WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this Agreement, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used in this Assumption Agreement;

AND WHEREAS in the course of developing, constructing and completing this Condominium, the Declarant entered into an outstanding agreement with the Greater Toronto Transit Authority, which has subsequently been re-named as Metrolinx, and said agreement was registered against the lands and premises encompassed within the condominium description plan of this Condominium (hereinafter collectively referred to as the "**Lands**") in the Land Titles Division of the Toronto Registry Office (No. 66) as **Instrument No. AT-1910282**, pertaining to, amongst other things, the maintenance and repair of the Solaris Crash Wall separating the Two Solaris Condominiums from the adjacent Metrolinx lands to the east thereof (hereinafter referred to as the "**Solaris Crash Wall Agreement**");

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 Solaris Crash Wall Agreement, and to assume all outstanding and ongoing obligations and liabilities of the Declarant set forth in (or arising under) the Solaris Crash Wall Agreement;

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 Metrolinx, as follows, namely:

1. That the Condominium Corporation shall abide by (and comply with) the terms and provisions of the Solaris Crash Wall Agreement ;

2. That the Condominium Corporation hereby assumes (and shall be bound by) all of the outstanding and ongoing obligations and liabilities of the Declarant set forth in the Solaris Crash Wall Agreement, and specifically the obligation to:

   a) keep and maintain the Solaris Crash Wall in good condition and repair, and to procure and maintain adequate replacement cost insurance for the Solaris Crash Wall in the event same is damaged and needs to be repaired or replaced (with all costs so incurred in connection with any such maintenance, repair and insurance obligations to comprise part of the Two-Way Shared Facilities Costs that will be borne and paid for by each of the Two Solaris Condominiums);

   b) make no alterations whatsoever to the existing grading and drainage patterns affecting the Metrolinx lands situate adjacent to the east of the Solaris Phase II Condominium, without receiving the prior written concurrence of Metrolinx thereto; and

   c) not alter, nor tamper or interfere with, the Solaris Crash Wall (or any portion thereof) situate beyond the perimeter of the Solaris Phase II Lands (adjacent to the Metrolinx lands to the east of the Solaris Phase II Condominium), nor the security and acoustic fencing, and the noise mitigation measures and the vibration isolation measures implemented by the Declarant in connection with the development of this Condominium (and the other neighbouring Metrogate Condominiums) pursuant to the requirements of the City of Toronto and/or

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Metrolinx, and to the extent possible, ensure that no actions or steps are taken by any one else to alter, tamper or interfere with the Solaris Crash Wall and the aforementioned security and acoustic fencing, and said noise mitigation and vibration isolation measures, and to maintain such noise mitigation measures and vibration isolation measures to the satisfaction of the City of Toronto and/or Metrolinx;

3. That 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 hereafter suffer or incur as a result of (or in connection with):

   a) any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto and/or Metrolinx because of any breach of the duties or obligations outlined in the preceding subparagraphs hereof, and/or because of any breach of any term(s) or provision(s) of the Solaris Crash Wall Agreement committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable, at law or in equity); and/or

   b) any security heretofore provided or posted by the Declarant with the City of Toronto and/or Metrolinx (to ensure the fulfilment of any outstanding obligations arising under the Solaris Crash Wall Agreement) being drawn down upon by the City of Toronto and/or Metrolinx (in whole or in part), as a direct or indirect result of any breach of any term(s) or provision(s) of the Solaris Crash Wall Agreement committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable, at law or in equity);

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

5. That Metrolinx 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 Solaris Crash Wall Agreement, notwithstanding that Metrolinx 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.

METROGATE INC.

Per: _____
Dino Carmel - President
I have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166

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