Ontario

Document General

Form 4 - Land Registration Reform Act

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

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FOR OFFICE USE ONLY

AT 2752956

CERTIFICATE OF RECEIPT
RÉCÉPISSÉ
TORONTO (66)
2011 -07- 14
14:22

New Property Identifiers — Additional: See Schedule ☐

Executions — Additional: See Schedule ☐

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 3 pages

(3) Property Identifier(s) — Additional: See Schedule ☐

	Block	Property
Firstly:	76166-0001	to 76166-1275 inclusive;
Secondly:	76151-0001	to 76151 -1236 inclusive

(4) Nature of Document
APPLICATION TO REGISTER NOTICE OF AN AGREEMENT (SECTION 71 OF THE LAND TITLES ACT)

(5) Consideration
NIL
Dollars $ NIL

169

(6) Description

FIRSTLY: All units and common elements comprising the property included in Toronto Standard Condominium Corporation No. 2166

SECONDLY: All units and common elements comprising the property included in Toronto Standard Condominium Corporation No. 2151

(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 against:

a) each of the unit registers in respect of the firstly described lands in Box (6) hereof; and

b) each of the unit registers in respect of the secondly described lands in Box (6) hereof;

The agreement annexed hereto has been authorized by By-law No. 2 of Toronto Standard Condominium Corporation No. 2166, registered as Instrument No. AT- 2752410.

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

Continued on Schedule ☐

9) This Document relates to instrument number(s) AT-2703265 AND AT- 2752410

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				
TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2151				

13) Address for Service: TSCC 2166 c/o 4800 Dufferin Street, Toronto AND TSCC 2151, 125 Village Green Square, Toronto

14) Municipal Address of Property

135 Village Green Square, Toronto
and
125 Village Green Square, Toronto

U:\Realestate\HARRY_H\Metrogate II\Final\Solaris II\Registration Documents\document general for two-way.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	

(170)

COUNTERPART TO THE TWO-WAY AGREEMENT

THIS AGREEMENT MADE this 6th day of July, 2011.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166
a condominium corporation created by the registration of a declaration and description on the 24th day of June, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as **Instrument No. AT-2731517**
(hereinafter referred to as "**Phase II Condominium**")

OF THE FIRST PART

- and -

METROGATE INC.
a corporation incorporated pursuant to the laws of the Province of Ontario
(hereinafter referred to as the "**Declarant**")

OF THE SECOND PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2151
a condominium corporation created by the registration of a declaration and description on the 29th day of April, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as **Instrument No. AT-2677207**
(hereinafter referred to as "**Phase I Condominium**")

OF THE THIRD PART

WHEREAS the Declarant entered into a mutual easement and cost-sharing agreement or reciprocal agreement directly with the Phase I Condominium, with the latter being a mixed-use highrise condominium comprising 435 dwelling units, 3 commercial/retail units and various parking, locker and other ancillary units developed and created adjacent to the west south-west of the Phase II Condominium, upon those lands and premises municipally located at 125 Village Green Square, Toronto (the "**Phase I Lands**"), which agreement was registered on May 27th, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as **Instrument No. AT-2703265** (hereinafter referred to as the "**Two-Way Shared Facilities Agreement**"), and which agreement provides for the mutual use, maintenance and cost-sharing of the Two-Way Shared Facilities (as such term is defined in the Phase II Condominium's declaration), and with the Declarant having entered into the Two-Way Shared Facilities Agreement for and on behalf of the Phase II Condominium;

AND WHEREAS the Two-Way Shared Facilities Agreement provides or contemplates that as and when the Phase II Condominium is registered, a new or supplementary reciprocal agreement will be entered into directly between the Phase I Condominium and the Phase II Condominium (hereinafter collectively referred to as the "**Two Condominiums**"), confirming the provisions relative to the mutual use, maintenance and cost-sharing of the Two-Way Shared Facilities (as such term is defined in the Phase II Condominium's declaration), or a counterpart agreement to (or in respect of) the Two-Way Shared Facilities Agreement will be executed by the Phase II Condominium and the Declarant (with or without the Phase I Condominium as a party or signatory thereto), and which counterpart agreement will confirm the formal assumption by the Phase II Condominium of the Declarant's obligations under the Two-Way Shared Facilities Agreement, insofar as same affect, pertain or relate to the Phase II Condominium (hereinafter referred to as the "**Counterpart to the Two-Way Agreement**");

AND WHEREAS this agreement is intended to constitute and comprise the Counterpart to the Two-Way Agreement referred to above;

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

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, the sum of TEN ($10.00) DOLLARS 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, and further confirm and agree as follows:

1. The terms and provisions of the Two-Way Shared Facilities Agreement are hereby expressly incorporated in this Agreement by reference, and the Phase II Condominium hereby covenants and agrees to assume all obligations and

liabilities of the Declarant arising under the Two-Way Shared Facilities Agreement relating or pertaining to the Phase II Condominium and/or the lands and premises situate within the confines of the Phase II Condominium and municipally located at 135 Village Green Square, Toronto (hereinafter referred to as the **"Phase II Lands"**), including without limitation, the obligation to pay the Phase II Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs, established or determined in accordance with the Two-Way Shared Facilities Budget(s) issued from time to time.

2. Upon the execution of these presents, the Phase II Condominium shall be bound by the terms and provisions of the Two-Way Shared Facilities Agreement as if it were an original party thereto (and had executed same) in the place and stead of the Declarant, insofar as all obligations and liabilities relating or pertaining to the Phase II Condominium and/or the Phase II Lands are concerned, including without limitation, the obligation to pay the Phase II Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs established or determined in accordance with the Two-Way Shared Facilities Budget(s) issued from time to time. and the Phase II Condominium hereby expressly acknowledges and agrees that the Phase I Condominium shall be fully entitled to enforce all of the terms and provisions of this Counterpart to the Two-Way Agreement (as well as all of the terms, provisions and obligations of the Two-Way Shared Facilities Agreement which correspondingly become binding upon the Phase II Condominium by virtue of these presents) directly against the Phase II Condominium, even though the Phase I Condominium may not be a party or signatory to this Agreement.

3. The Declarant is hereby fully released, relieved and forever discharged from all obligations and/or liabilities arising under the Two-Way Shared Facilities Agreement in connection with the Phase II Condominium (and with respect to the Phase II Lands), including without limitation, the obligation to pay any portion of the Phase II Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs, and forthwith upon the request of the Declarant made at any time (or from time to time) hereafter, the Phase II Condominium shall execute and provide such further or additional documents and/or assurances as the Declarant may reasonably require in order to evidence and confirm the foregoing cessation of the Declarant's obligations and liabilities arising under (or with respect to) the Two-Way Shared Facilities Agreement.

4. The Phase II Condominium hereby expressly acknowledges, confirms and agrees that the Phase I Condominium shall obtain the benefit of all covenants and agreements hereinbefore set forth on the part of the Phase II Condominium, and shall accordingly be entitled to rely upon the Phase II Condominium's assumption of all outstanding obligations and liabilities of the Declarant arising under the Two-Way Shared Facilities Agreement, insofar as same affect, pertain or relate to the Phase II Condominium and/or the Phase II Lands, and specifically the obligation to pay the Phase II Condominium's Proportionate Two-Way Share of the Two-Way Shared Facilities Costs established or determined in accordance with the Two-Way Shared Facilities Budget(s) issued from time to time, and the Phase I Condominium shall correspondingly be entitled to enforce all such covenants, obligations and liabilities directly against the Phase II Condominium, notwithstanding that the Phase I Condominium is not a signatory to these presents.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2166

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

METROGATE INC.

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