of Ontario

Document General

Form 4 - Land Registration Reform Act

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

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FOR OFFICE USE ONLY

AT 2753026
~~CERTIFICATE OF RECEIPT~~
~~RECEPISSE~~
TORONTO (66)
2011 -07- 14
14:38.

(1) Registry ☐ Land Titles ☒

(2) Page 1 of 4 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

203

(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. 5 of Toronto Standard Condominium Corporation No. 2166, registered as Instrument No. AT-2752413.

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

Continued on Schedule ☐

(9) This Document relates to instrument number(s) AT2752413

(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				
CITY OF TORONTO				

(13) Address for Service c/o 4800 Dufferin Street, North York, Ontario, M3H 5S9
55 John Street, 26th Floor, Toronto, Ontario, M5V 3C6

(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	

204

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 -

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

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 the following outstanding agreements and registered the following outstanding restrictive covenants, which are now registered against the units and/or common elements of this Condominium (hereinafter collectively referred to as the "**Outstanding Covenants and Municipal Agreements**"), namely:

a) an outstanding density bonus/development agreement entered into between the Declarant and the City of Toronto, in accordance with Section 37 of the *Planning Act R.S.O. 1990, as amended*, and registered as **Instrument No. AT-1505281**, which agreement was replaced and superceded by **Instrument No. AT-1911924,** as amended by **Instrument No. AT-2384462** (hereinafter collectively referred to as the "**Section 37 Agreement**");

b) an outstanding set of restrictive covenants registered as part of a building scheme, and registered as **Instrument No. AT-1879961** [pursuant to which no one shall alter (or permit to be altered) the slope of the lands comprising Parts 1 to 8 inclusive on Reference Plan 66R-10014 (a portion of which lands are encompassed within the condominium description of this Condominium), nor interfere with any of the drains established on or within any portion of said lands, nor alter the width of any driveways within any such lands, except in accordance with the approved lot grading and building siting control plan, without the prior written consent of the City of Toronto thereto, and to maintain any such alterations so approved by the City of Toronto];

c) an outstanding subdivision agreement entered into between the Declarant and the City of Toronto, pertaining to, amongst other things, the servicing and development of the lands comprising the Metrogate Site, and the creation of the Public Park, and registered as **Instrument No. AT-1917108** (hereinafter referred to as the "**Subdivision Agreement**"); and

d) an outstanding site plan agreement between the Declarant and the City of Toronto, pertaining to the development of each of the Two Solaris Condominiums, including without limitation, the development of the lands and premises encompassed within the condominium description plan of this Condominium (hereinafter collectively referred to as the "**Lands**"), as well as various site completion matters generally involving or affecting the ongoing operation and/or maintenance of the condominium property and registered as **Instrument No. AT-2176768**; (hereinafter referred to as the "**Site Plan 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 Outstanding Covenants and Municipal Agreements, and to assume all outstanding and ongoing obligations and liabilities of the Declarant set forth in (or arising under) the Outstanding Covenants and Municipal Agreements, insofar as same pertain to this Condominium and/or the Lands;

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 the City, as follows, namely:

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

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 each of the Outstanding Covenants and Municipal Agreements insofar as same pertain to this Condominium and/or the Lands, 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;

3. That the Condominium Corporation shall not alter the grading or slope of the Lands (or any portion thereof), nor obstruct or interfere with any drains or drainage pattern(s) in respect of the Lands (nor permit or allow any one else to alter the grading and/or slope of the Lands, or to alter or interfere with any drains or drainage pattern(s) in respect of the Lands), 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 approved by the City of Toronto, without the prior written consent of the City of Toronto, and the Condominium Corporation shall maintain any such alterations to the grading, slope and/or drainage patterns of the Lands so approved by the City of Toronto;

4. That the Condominium Corporation shall take all reasonable steps to ensure that the Public Art so installed by the Declarant upon a portion of the common elements or within the Public Park, pursuant to the provisions of the Subdivision Agreement, is clearly visible by the general public at all times, from public sidewalks or walkways or publicly-accessible spaces, and that the Public Art is maintained and repaired (as and when required) and fully insured to cover the full replacement cost or value thereof, and that the Public Art is not removed, relocated or modified in any material respect, without the prior approval of the City of Toronto's Chief Planner and the Toronto Public Art Commission;

5. That the Condominium Corporation shall fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands whatsoever which may hereafter be initiated or pursued against (or made upon) the City of Toronto and/or the Declarant, by reason of the contravention of any of the provisions of the Outstanding Covenants and Municipal Agreements committed by or on behalf of this Condominium (or committed by any one else for whose actions or omissions this Condominium may be vicariously liable, at law or in equity), including without limitation, by reason of any damage occasioned to the Public Art, save and except for any claims or demands arising out of any negligent or wilful act or omission (or any default) committed by the City of Toronto and/or the Declarant [and/or committed by any person(s) for whose actions or omissions the Declarant or the City of Toronto may be vicariously liable, at law or in equity, including any persons acting under the City of Toronto's jurisdiction or authority], and to correspondingly fully reimburse the City of Toronto and/or the Declarant, forthwith upon demand, for all damages, charges, costs and/or expenses which may be incurred, sustained and/or paid by the City of Toronto and/or the Declarant by reason of, or arising from (or on account of) any breach or contravention of the provisions of any of the Outstanding Covenants and Municipal Agreements hereafter committed by this Condominium and/or by any of the unit owners thereof from time to time and/or their respective residents, tenants, employees, invitees or licensees(or by anyone else for whose actions or omissions this Condominium may be vicariously liable, at law or in equity);

6. 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 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 any of the Outstanding Covenants and Municipal Agreements 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 (to ensure the fulfilment of any outstanding obligations arising under any of the Outstanding Covenants and Municipal Agreements) being drawn down upon by the City of Toronto (in whole or in part), as a direct or indirect result of any breach of any term(s) or provision(s) of any of the Outstanding Covenants and Municipal Agreements committed by the Condominium Corporation (or by anyone else for whose actions or omissions the Condominium Corporation is liable, at law or in equity);

7. That the Condominium Corporation shall execute and give 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;

8. That if any claim or proceeding is made or pursued against the Declarant by the City (or if any security heretofore provided or posted by the Declarant with the City to ensure the fulfilment of any outstanding obligations arising under any of the Outstanding Covenants and 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 Covenants and Municipal Agreements committed by the Condominium Corporation (or committed by anyone else for whose actions or omissions the Condominium Corporation is vicariously 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

9. 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 Covenants and 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.

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