



# Document General

Form 4 - Land Registration Reform Act

D

<p style="text-align: center;"><b>AT 4478461</b></p> <p style="text-align: center;"><b>CERTIFICATE OF RECEIPT</b> RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center;">FEB 02 2017 14:19</p> <p style="text-align: center;"><b>LAND REGISTRAR</b></p> <p style="text-align: center;"><i>[Signature]</i></p> <p>New Property Identifiers <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p> <p>Executions <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span></p>	(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 3 pages
	(3) Property Identifier(s) <span style="margin-left: 20px;">Block</span> <span style="margin-left: 20px;">Property</span> 76566-0001 to 76566-0976 (LT) <span style="float: right;">Additional: See Schedule <input type="checkbox"/></span>	
	(4) Nature of Document Application to Register Notice of an Agreement (Section 71 of the Land Titles Act)	
	(5) Consideration Nil <span style="float: right;">Dollars \$ Nil</span>	
	(6) Description All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2566 in the City of Toronto, Land Titles Division of the Toronto Registry Office (No. 66)	
(7) This Document Contains <input type="checkbox"/> (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>		

(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 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. 5 of Toronto Standard Condominium Corporation No. 2566, registered as Instrument No. AT- 4478194.

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

Continued on Schedule ☐

(9) This Document relates to Instrument number(s) AT 4478194

(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: <i>[Signature]</i> Harry Herskowitz	2017 01 23

(11) Address for Service c/o 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. 2566		
CITY OF TORONTO		

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

(14) Municipal Address of Property	(15) Document Prepared by:	Fees and Tax										
255 Village Green Square Toronto, Ontario	Harry Herskowitz DelZotto, Zorzi LLP 4810 Dufferin St, Suite D North York, ON M3H5S8	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Registration Fee</td> <td style="width: 50%;"></td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td>Total</td> <td> </td> </tr> </table>	Registration Fee								Total	
Registration Fee												
Total												

THIS AGREEMENT made the 23<sup>rd</sup> day of January, 2017.

AMONGST:

METROGATE INC.  
(hereinafter called the "Declarant")

OF THE FIRST PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566  
(hereinafter called this or the "Condominium" or this or the "Condominium Corporation")

OF THE SECOND PART

- and -

CITY OF TORONTO  
(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 or referred to in this Agreement;

AND 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 (hereinafter collectively referred to as the "Outstanding 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-1911924, as amended by Instrument No. AT-2384462, and which agreement as so amended replaces and supercedes the prior registered agreement registered as Instrument No. AT-1505281 (hereinafter collectively referred to as the "Section 37 Agreement");
- b) 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
- c) an outstanding site plan agreement entered into between the Declarant and the City of Toronto, pertaining to the development of this Condominium on the Lands, and registered as Instrument No. AT-4420982 (hereinafter referred to as the "Site Plan Agreement");

AND WHEREAS the Outstanding Municipal Agreements pertain to various matters involving the development of this Condominium upon the Lands, as well as various site completion matters generally involving or affecting the ongoing operation and/or maintenance of the condominium property;

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, landscaping and grounds keeping, as well as garbage and snow removal, and storm water management, as well as 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 of this Condominium;

3. That the Condominium Corporation shall:

- a) 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 maintain any such alterations to the grading, slope and/or drainage patterns of the Real Property so approved by the City of Toronto;
- b) make no alterations whatsoever to the existing grading and drainage patterns of the Real Property which would or might affect the Canadian Pacific Railway lands situate adjacent to the north of this Condominium, without receiving the prior written concurrence of the Canadian Pacific Railway Company and the City of Toronto thereto;
- c) 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 maintenance and/or repair of any municipal roads, sidewalks or road allowances situate immediately adjacent to this Condominium, and to not tamper, alter or interfere with any of such maintenance or repair work so undertaken by or on behalf of the City of Toronto;
- d) indemnify and save the City of Toronto harmless, from and against all costs, claims, actions, suits and/or damages whatsoever, which may be initiated or pursued against the City of Toronto (or any of the City of Toronto's agents, employees or representatives) as a result of any breach or contravention of any of the obligations so assumed by this Condominium arising under any of the Outstanding Municipal Agreements, as applicable; and
- e) 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):
  - (i) any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto because of any breach or contravention of any term(s), provision(s) or obligation(s) outlined in any of the Outstanding Municipal Agreements so committed by the Condominium Corporation (or committed by anyone else for whose actions or omissions the Condominium Corporation is liable, at law or in equity); and/or
  - (ii) 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 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 or contravention of any term(s), provision(s) or obligation(s) outlined in any of the Outstanding Municipal Agreements so committed by the Condominium Corporation (or committed 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 City of Toronto may hereafter require, from time to time, in order to evidence and confirm any of the foregoing matters; and
- 5. That the City of Toronto 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 of Toronto 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: 

Len Gigliotti - Secretary  
I have authority to bind the Corporation

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566

Per: 

Elio Zoffaneri - President  
I have authority to bind the Corporation