



Document General

Form 4 - Land Registration Reform Act

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<p style="text-align: center;">AT 4478437</p> <p style="text-align: center;">CERTIFICATE OF RECEIPT RÉCÉPISSÉ TORONTO (66)</p> <p style="text-align: center; font-size: 1.2em;">FEB 02 2017 14:05</p> <p style="text-align: center;">LAND REGISTRAR <i>Jeff Hilbert</i></p> <p>New Property Identifiers Additional: See Schedule <input type="checkbox"/></p> <p>Executions Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/> (2) Page 1 of 5 pages</p>	<p>(3) Property Identifier(s) Block Property Firstly: 76566-0001 to 76566-0976 (LT) Secondly: 76281-0001 to 76281-0792 (LT) Additional: See Schedule <input checked="" type="checkbox"/></p>
	<p>(4) Nature of Document Application to Register Notice of an Agreement (Section 71 of the Land Titles Act)</p>	
	<p>(5) Consideration NIL Dollars \$ Nil</p>	
	<p>(6) Description Firstly: 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) Secondly: All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2281</p>	
	<p>(7) This Document Contains (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input checked="" type="checkbox"/> Additional Parties <input checked="" type="checkbox"/> Other <input checked="" type="checkbox"/></p>	
	<p>(8) This Document provides as follows:</p> <p>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 against:</p> <p>a) each of the unit registers in respect of the firstly described lands in Box (6) hereof; b) each of the unit registers in respect of the secondly described lands in Box (6) hereof; c) each of the unit registers in respect of the thirdly described lands; d) each of the unit registers in respect of the fourthly described lands; e) each of the unit registers in respect of the fifthly described lands; f) each of the unit registers in respect of the sixthly described lands; and g) the title to the seventhly and eighthly described lands.</p> <p>The agreement annexed hereto has been authorized by By-law No. 4 of Toronto Standard Condominium Corporation No. 2566, registered as Instrument No. AT- <u>4478181</u>.</p> <p>This notice will be effective for an indeterminate period of time.</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p>	

(9) This Document relates to instrument number(s) **Instrument No. - AT- 4478181**

<p>(10) Party(ies) (Set out Status or Interest) Name(s)</p> <p>METROGATE INC. BY ITS SOLICITORS, DELZOTTO, ZORZI LLP</p>	<p>Signature(s)</p> <p>Per: <i>Harry Herskowitz</i></p> <p>Date of Signature Y M D 2017 01 23</p>
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(11) Address for Service **4800 Dufferin Street, North York, Ontario, M3H 5S9**

<p>(12) Party(ies) (Set out Status or Interest) Name(s)</p> <p>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566</p> <p>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2281</p> <p>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2259</p>	<p>Signature(s)</p> <p>Date of Signature Y M D</p>
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(13) Address for Service **c/o 4800 Dufferin Street, Toronto, Ontario, M3H 5S9**

<p>(14) Municipal Address of Property</p> <p>Multiple</p>	<p>(15) Document Prepared by:</p> <p>Harry Herskowitz DelZotto, Zorzi LLP 4810 Dufferin St, Suite D North York, ON M3H5S8</p>	<p style="text-align: center;">Fees and Tax</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Registration Fee</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										

SCHEDULE

BOX (3) PROPERTY IDENTIFIERS AND BOX (6) DESCRIPTION:

Thirdly: PINS: 76259-0001 to 76259-0730 (LT) inclusive

All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2259

Fourthly: PINS: 76175-0001 to 76175-0189 (LT) inclusive

All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2175

Fifthly: PINS: 76166-0001 to 76166-1275 (LT) inclusive

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

Sixthly: PINS: 76151-0001 to 76151-1236 (LT) inclusive

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

Seventhly: PIN: 06164-0511 (LT)

PART OF BLOCK 7 ON PLAN 66M2460 PARTS 14, 15 & 16 ON PLAN 66R28701; SUBJECT TO EASEMENT OVER PARTS 14, 15 & 16 ON PLAN 66R28701 AS IN AT2489582; SUBJECT TO EASEMENT OVER PARTS 14, 15 & 16 ON PLAN 66R28701 AS IN AT3827712; SUBJECT TO EASEMENT OVER PARTS 14, 15 & 16 ON PLAN 66R28701 IN FAVOUR OF ROGERS COMMUNICATIONS INC. AS IN AT3850488; TOGETHER WITH AN EASEMENT OVER PART OF THE COMMON ELEMENTS ON TORONTO STANDARD CONDOMINIUM PLAN 2566 PARTS 2 & 3 ON PLAN 66R28701 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER PART OF THE COMMON ELEMENTS ON TORONTO STANDARD CONDOMINIUM PLAN 2566 PARTS 7, 11, 12 & 13 ON PLAN 66R28701 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER PART OF THE COMMON ELEMENTS ON TORONTO STANDARD CONDOMINIUM PLAN 2566 PARTS 5, 8, 9 & 10 ON PLAN 66R28701 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER PART OF THE COMMON ELEMENTS ON TORONTO STANDARD CONDOMINIUM PLAN 2566 PARTS 5 & 6 ON PLAN 66R28701 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER THE COMMON ELEMENTS ON LEVELS 1, 2, A, B & C ON TORONTO STANDARD CONDOMINIUM PLAN 2566 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER THE COMMON ELEMENTS ON LEVELS 1, 2, 3, A, B & C ON TORONTO STANDARD CONDOMINIUM PLAN 2566 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER THE COMMON ELEMENTS ON TORONTO STANDARD CONDOMINIUM PLAN 2566 UNTIL 2027/01/13 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER THE COMMON ELEMENTS ON TORONTO STANDARD CONDOMINIUM PLAN 2566 AS IN AT4458663; SUBJECT TO AN EASEMENT OVER PART 15 ON PLAN 66R28701 IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN 2566 AS IN AT4458663; SUBJECT TO AN EASEMENT OVER PARTS 15 & 16 ON PLAN 66R28701 IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN 2566 AS IN AT4458663; CITY OF TORONTO

Eighthly: PIN 06164-0476(LT)

BLOCK 8 ON PLAN 66M2460, SCARBOROUGH, TORONTO.; SUBJECT TO AN EASEMENT IN GROSS OVER BLOCK 8 ON PLAN 66M2460 AS IN AT2489582; TOGETHER WITH AN EASEMENT OVER PART OF THE COMMON ELEMENTS ON TORONTO STANDARD CONDOMINIUM PLAN 2566 PARTS 2 & 3 ON 66R28701 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER THE COMMON ELEMENTS ON LEVELS 1, 2, 3, A, B & C ON TORONTO STANDARD CONDOMINIUM PLAN 2566 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER THE COMMON ELEMENTS ON TORONTO STANDARD CONDOMINIUM PLAN 2566 UNTIL 2027/01/13 AS IN AT4458663; TOGETHER WITH AN EASEMENT OVER THE COMMON ELEMENTS ON TORONTO STANDARD CONDOMINIUM PLAN 2566 AS IN AT4458663; SUBJECT TO AN EASEMENT OVER PART 1 ON PLAN 66R29020 IN FAVOUR OF TORONTO STANDARD CONDOMINIUM PLAN 2566 AS IN AT4458663

(12) Party(ies)

Toronto Standard Condominium Corporation No. 2175
 Toronto Standard Condominium Corporation No. 2166
 Toronto Standard Condominium Corporation No. 2151
 Ventus At Metrogate Inc.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566
COUNTERPART TO THE DAYCARE CENTRE AGREEMENT

THIS AGREEMENT MADE this 23rd day of January, 2017.

BETWEEN:

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566

a condominium corporation created by the registration of a declaration and description on the 13th day of January, 2017, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-4458663 (hereinafter referred to as "the Avani Phase I Condominium" or the "Phase VII Condominium")

OF THE FIRST 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 "the Solaris Phase I Condominium" or the "Phase I Condominium")

OF THE SECOND PART

- and -

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 "the Solaris Phase II Condominium" or the "Phase II Condominium")

OF THE THIRD PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2175

a condominium corporation created by the registration of a declaration and description on the 31st day of August, 2011, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-2799794 (hereinafter referred to as "the Metrogate Townhouse Condominium" or the "Phase III Condominium")

OF THE FOURTH PART

- and -

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2259

a condominium corporation created by the registration of a declaration and description on the 28th day August, 2012, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-3112425 (hereinafter referred to as "the Ventus Phase I Condominium" or the "Phase IV Condominium")

OF THE FIFTH PART

-and-

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2281

a condominium corporation created by the registration of a declaration and description on the 20th day of December, 2012, in the Land Titles Division of the Toronto Registry Office (No. 66) as Instrument No. AT-3202887, as amended by an amendment to the declaration registered as Instrument No. AT-3212244 (hereinafter referred to as "the Ventus Phase II Condominium" or the "Phase V Condominium")

OF THE SIXTH PART

- and -

VENTUS AT METROGATE INC.

a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as "Ventus")

OF THE SEVENTH PART

- and -

METROGATE INC.

a corporation incorporated pursuant to the laws of the Province of Ontario (hereinafter referred to as "Metrogate" or the "Declarant")

OF THE EIGHTH PART

WHEREAS Metrogate was, at one point in time, the sole registered owner of all those lands and premises bounded by Highway 401 to the south, the Canadian Pacific Railway line to the north, the Metrolinx/GO transit railway line to the east, situate to the east of Kennedy Road, and comprising Blocks 1, 2, 4, 5, 6, 7 and 8 on Plan 66M-2460, and Part 2 on Reference Plan 66R-23565, registered in the Land Titles Division of the Toronto Registry Office (No. 66) (hereinafter collectively referred to as the "Metrogate Site");

AND WHEREAS within the confines of the Metrogate Site, Metrogate intended to develop various high-rise, mid-rise and/or low-rise condominiums thereon (including residential, mixed-use and/or commercial/office condominiums), with or without a ground floor commercial/retail component within each of said condominiums [with all of such condominiums being hereinafter collectively referred to as the "Metrogate Condominiums", and with each of the Metrogate Condominiums being hereinafter individually referred to as a "Metrogate Condominium", and with all of the Metrogate Condominiums so developed within the Metrogate Site collectively comprising (and being sometimes hereinafter collectively referred to as) the "Metrogate Condominium Community"];

AND WHEREAS pursuant to the provisions of an outstanding Section 37 Density Bonus/Development Agreement entered into between Metrogate and the City of Toronto, and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on September 30th, 2008 as Instrument No. AT-1911924, as amended by an amending agreement registered on May 19th, 2010 as Instrument No. AT-2384462 (which agreement, as so amended, and as may be further amended hereafter from time to time, shall hereinafter be collectively referred to as the "Section 37 Agreement"), Metrogate was obliged to construct, finish, furnish and equip two daycare centres (hereinafter collectively referred to as the "Daycare Centres") in accordance with the requirements of the City of Toronto, as part of the development of the overall Metrogate Condominium Community, together with all parking spaces required for each of the Daycare Centres under or pursuant to the applicable zoning by-law, for the sole and exclusive use of the employees of each of the Daycare Centres (and with one parking space to be accessible to persons with disabilities, and complying with the City of Toronto's accessibility guidelines);

AND WHEREAS the co-ownership, operation, maintenance and repair of each of the Daycare Centres, including the determination, quantification and budgeting of the Daycare Centre Costs, and the corresponding allocation, sharing and payment of the Daycare Centre Costs between or amongst each of the Metrogate Condominiums so registered from time to time, together with the leasing of each of the Daycare Centres to a permitted daycare centre operator approved by the City of Toronto in accordance with the provisions of the Section 37 Agreement, are now governed by a co-ownership and cost-sharing agreement dated June 24th, 2011 and registered in the Land Titles Division of the Toronto Registry Office (No. 66) on July 14th, 2011 as Instrument No. AT-2752994 (hereinafter referred to as the "Daycare Centre Agreement") entered into by the Solaris Phase I Condominium, the Solaris Phase II Condominium, Ventus and Metrogate (with the latter entering into same in its capacity as the registered owner of the balance of the Metrogate Site, for and on behalf of each of the other Metrogate Condominiums to be developed and registered at anytime after the registration of the Solaris Phase II Condominium);

AND WHEREAS the Daycare Centre Agreement provides or contemplates that as and when each of the Metrogate Condominiums so registered as a separate condominium corporation under the *Condominium Act 1998, S.O. 1998 as amended* (the "Act") at any time after the Solaris Phase II Condominium, a counterpart to the Daycare Centre Agreement will be entered into directly by such newly-registered Metrogate Condominium with Metrogate and Ventus (and with or without all previously registered Metrogate Condominiums as parties or signatories thereto), which will confirm the formal assumption by such newly-registered Metrogate Condominium of its respective obligations arising under the Daycare Centre Agreement (hereinafter referred to as the "Counterpart to the Daycare Centre Agreement"), including without limitation, the obligation to pay its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs (as such terms are respectively defined in the declaration of the Avani Phase I Condominium, and in the Daycare Centre Agreement);

AND WHEREAS each of the Phase III Condominium, the Phase IV Condominium and the Phase V Condominium has already executed a Counterpart to the Daycare Centre Agreement respectively;

AND WHEREAS this agreement is intended to constitute and comprise the Avani Phase I Condominium's Counterpart to the Daycare Centre Agreement referred to above (with the Avani Phase I Condominium being referred to in the Daycare Centre Agreement as the Phase VII Condominium);

AND WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in these presents, the words, terms or phrases defined in the Avani Phase I 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 Counterpart to the Daycare Centre 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 the Avani Phase I Condominium hereby acknowledges, covenants and agrees, to and with Metrogate and Ventus, and with each of the Phase I Condominium, the Phase II Condominium, the Phase III Condominium, the Phase IV Condominium and the Phase V Condominium respectively, as follows:

1. The terms and provisions of the Daycare Centre Agreement are hereby incorporated in this Counterpart to the Daycare Centre Agreement by reference, and the Avani Phase I Condominium hereby covenants and agrees to assume its respective obligations and liabilities arising under (and pursuant to) the Daycare Centre Agreement, including without limitation, the obligation to pay the Avani Phase I Condominium's Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, all as more particularly outlined in the Daycare Centre Budget(s) prepared and submitted from time to time in accordance with the provisions of the Daycare Centre Agreement.

2. The Avani Phase I Condominium hereby covenants and agrees to be bound by the terms and provisions of the Daycare Centre Agreement as if it were an original party thereto, and had executed same along with the other named parties thereto. Without limiting the generality of the foregoing, it is understood and agreed that from and after the date of registration of the Avani Phase I Condominium, the Avani Phase I Condominium shall pay and contribute its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, all as more particularly outlined in the Daycare Centre Budget(s) prepared and submitted from time to time in accordance with the provisions of the Daycare Centre Agreement.
3. The Avani Phase I Condominium shall execute and deliver such further documents and/or assurances as each of the named parties to the Daycare Centre Agreement, the City of Toronto and/or the Daycare Centre Operator may hereafter require or desire, from time to time, in order to evidence and confirm the foregoing.
4. The Avani Phase I Condominium hereby confirms and agrees if any claim or proceeding is made or pursued against Metrogate and/or Ventus, or against any of the other Metrogate Condominiums so registered from time to time, as a result of the breach of any term or provision of the Daycare Centre Agreement committed by the Avani Phase I Condominium (or by anyone else for whose actions or omissions the Avani Phase I Condominium is or may be vicariously liable at law or in equity), including without limitation, the failure to pay its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, then the Avani Phase I Condominium shall fully indemnify and save each of Metrogate, Ventus and the other registered Metrogate Condominiums harmless, from and against all costs, claims, damages and/or liabilities which any or all of them may suffer or incur as a result thereof, or in connection therewith.
5. The Avani Phase I Condominium further acknowledges and agrees that each of the previously-registered Metrogate Condominiums, and each of the other Metrogate Condominiums hereafter created under the Act, as well as each of the City of Toronto and the Daycare Centre Operator, shall respectively obtain the benefit of all covenants, commitments and agreements on the part of the Avani Phase I Condominium hereinbefore set forth, and shall be entitled to rely upon the Avani Phase I Condominium's assumption of all outstanding obligations and liabilities arising under (or in connection with) the Daycare Centre Agreement, and its corresponding obligation and commitment to pay its Proportionate Daycare Centre Share of the Daycare Centre Costs and the Public Park & Art Costs respectively, and each of them shall correspondingly be entitled to enforce the terms and provisions of the Daycare Centre Agreement against the Avani Phase I Condominium directly, by virtue of this Counterpart to the Daycare Centre Agreement being executed by the Avani Phase I Condominium, despite the fact that each of them may not be parties or signatories to this Counterpart to the Daycare Centre Agreement.

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

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566

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

METROGATE INC.

Per: 
 Len Gigliotti - Secretary
 I have authority to bind the Corporation

VENTUS AT METROGATE INC.

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