

SAMPLE FOR REVIEW

LRO # 59 Notice

Received as SN748809 on 2022 11 15 at 09:51

The applicant(s) hereby applies to the Land Registrar.

yyyy mm dd Page 1 of 25

Properties

<i>PIN</i>	64985 - 0001 LT
<i>Description</i>	UNIT 1, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0002 LT
<i>Description</i>	UNIT 2, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0003 LT
<i>Description</i>	UNIT 3, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0004 LT
<i>Description</i>	UNIT 4, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0005 LT
<i>Description</i>	UNIT 5, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0006 LT
<i>Description</i>	UNIT 6, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0007 LT
<i>Description</i>	UNIT 7, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0008 LT
<i>Description</i>	UNIT 8, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0009 LT
<i>Description</i>	UNIT 9, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0010 LT
<i>Description</i>	UNIT 10, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0011 LT
<i>Description</i>	UNIT 11, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0012 LT
<i>Description</i>	UNIT 12, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
<i>Address</i>	FORT ERIE
<i>PIN</i>	64985 - 0013 LT
<i>Description</i>	UNIT 13, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN

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Properties

SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0014 LT

Description UNIT 14, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0015 LT

Description UNIT 15, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0016 LT

Description UNIT 16, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0017 LT

Description UNIT 17, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0018 LT

Description UNIT 18, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0019 LT

Description UNIT 19, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0020 LT

Description UNIT 20, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0021 LT

Description UNIT 21, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0022 LT

Description UNIT 22, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0023 LT

Description UNIT 23, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0024 LT

Description UNIT 24, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

PIN 64985 - 0025 LT

Description UNIT 25, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE

Address FORT ERIE

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Properties

PIN 64985 - 0026 LT
Description UNIT 26, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
Address FORT ERIE

PIN 64985 - 0027 LT
Description UNIT 27, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
Address FORT ERIE

PIN 64985 - 0028 LT
Description UNIT 28, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
Address FORT ERIE

PIN 64985 - 0029 LT
Description UNIT 29, LEVEL 1, NIAGARA SOUTH STANDARD CONDOMINIUM PLAN NO. 185 AND ITS APPURTENANT INTEREST; SUBJECT TO EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE
Address FORT ERIE

Consideration

Consideration \$2.00

Applicant(s)

The notice is based on or affects a valid and existing estate, right, interest or equity in land

Name NIAGARA SOUTH STANDARD CONDOMINIUM CORPORATION NO. 185
Address for Service c/o Bloom & Co. Property Management
144 Queen St E, Cambridge, O

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Party To(s)

Capacity

Share

Name 2717041 ONTARIO INC.
Address for Service 3-102 2600 Skymark Ave Mississauga, Ontario L4W 5B2

A person or persons with authority to bind the corporation has/have consented to the registration of this document.

This document is not authorized under Power of Attorney by this party.

Statements

This notice is pursuant to Section 71 of the Land Titles Act.

This notice is for an indeterminate period

Schedule: See Schedules

Signed By

Rachel Elizabeth Jara 1 Adelaide Street E., Suite 801 acting for Signed 2022 11 15
Toronto Applicant(s)
M5C 2V9

Tel 416-869-1234

Fax 416-869-0547

I have the authority to sign and register the document on behalf of the Applicant(s).

Submitted By

GARFINKLE, BIDERMAN LLP 1 Adelaide Street E., Suite 801 2022 11 15
Toronto
M5C 2V9

SAMPLE FOR REVIEW

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Submitted By

Tel 416-869-1234

Fax 416-869-0547

Fees/Taxes/Payment

Statutory Registration Fee \$69.00

Total Paid \$69.00

File Number

Applicant Client File Number : 12635-002

SHARED ROADS AGREEMENT

THIS AGREEMENT MADE this * day of November, 2022.

B E T W E E N:

NIAGARA SOUTH STANDARD CONDOMINIUM CORPORATION NO. 185

a corporation incorporated pursuant to the laws of the Province of Ontario

(hereinafter referred to as the “**Condominium Corporation**”)

OF THE FIRST PART

- and -

2717041 ONTARIO INC.

a corporation incorporated pursuant to the laws of the Province of Ontario

(hereinafter referred to as “**Phase II Owner**”)

OF THE SECOND PART

WHEREAS:

- A. A condominium plan known as Niagara South Standard Condominium Plan No. 185 (“**Condominium Plan**”) was created by registration of a condominium declaration bearing Instrument No. SN747294 (hereinafter, the “**Declaration**”);
- B. The Condominium comprises a standard condominium corporation created on lands situated in the Town of Fort Erie, more particularly described in Schedule “A” attached hereto (which lands are hereinafter referred to as the “**Condominium Lands**”);
- C. The Owner is the registered owner of lands situated in the Town of Fort Erie, more particularly described in Schedule “B” attached hereto (which lands are hereinafter referred to as the “**Phase II Lands**”);
- D. The Phase II Owner intends, but is under no obligation, to register one common elements condominiums on a portion of the Phase II Lands [hereinafter, the “**Future Condominium**”];
- E. Pursuant to Schedule A to the Declaration creating the Condominium Corporation, the owner of the Phase II Lands was granted the right of an easement over a portion of the Condominium Lands known as Part of Blocks 4 and 5, Registered Plan 505, designated as Part 1 on Plan 59R-16994 (the “**Shared Roads**”), for the purpose of providing all manner of pedestrian and vehicular ingress and egress, without limitation, for any vehicles or persons requiring access or egress to or from the Shared Roads;
- F. The parties have entered into this Agreement for the purposes of providing for the maintenance, repair, access, replacement, governance and cost-sharing of the Shared Roads which will serve and benefit the parties hereto and setting out the method, timing and payment of each Owner’s Proportionate Share of the Shared Costs (as such terms are hereinafter defined).

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration and the sum of TEN

(\$10.00) DOLLARS of lawful money of Canada now paid by each of the parties hereto to the other (the receipt and sufficiency of which is hereby expressly acknowledged), the parties hereto hereby covenant and agree, to and with each other, as follows:

ARTICLE I

RECITALS

- 1.1 The parties hereto hereby confirm the veracity of the foregoing recitals, and agree with same, both in substance and in fact.

ARTICLE II

DEFINITIONS

- 2.1 In addition to any other words, terms or phrases specifically defined elsewhere in this Agreement, the terms or phrases set out below shall have the meanings respectively ascribed to them as follows:
- (a) “**Acceptable Standards**” shall mean appearing to be properly surfaced and suitable for its intended purpose(s) and in compliance with all Laws;
 - (b) “**Act**” means the *Condominium Act*, 1998, s.o. 1998, c.19, c.o. 1998 as amended or replaced from time to time or, or any similar legislation including but not limited to the *Protecting Condominium Owner Act*, 2015, s.o. 2015, c. 281
 - (c) “**Authorized Shared Roads Users**” means the units owners in Condominium Corporation, any future condominium created on the Phase II lands; the respective POTL owners with a common interest in the future condominium, their invitees, tenants and anyone that any of them are responsible for in law;
 - (d) “**Condominiums**” means collectively the Condominium and any future condominium(s) registered against the Phase II Lands;
 - (e) “**Contributing Parties**” shall mean each of the parties to this Agreement and their successors and assigns;
 - (f) “**Declaration**” means the condominium declaration creating the Condominium pursuant to Instrument No. SN747294;
 - (g) “**Easements**” shall mean the easements, rights of way, or rights in the nature of easements, over the Shared Roads as described in the Declaration previously created; and the term “**Easement**” or “**Easements**” shall mean any particular Easement or Easements as dictated by the context in which said term is used;
 - (h) “**Emergency**” shall mean any circumstance(s) or event(s) which involves danger to (or risks the safety or security of) any person(s) or property, or which gives rise to the loss or suspension of any utility, service or pedestrian/vehicular access/egress route provided to (or benefited by) any of the Authorized Shared Roads Users, whether actually occurring or imminent;
 - (i) “**Governmental Authorities**” shall mean the Town of Fort Erie and all other governmental authorities or agencies having jurisdiction over the development of the Lands;
 - (j) “**Lands**” shall mean collectively the Condominium Lands and the Phase II Lands;

- (k) “**Laws**” shall mean applicable laws, by-laws, rules and regulations and other requirements of the Town of Fort Erie, Regional Municipality of Niagara and any other applicable governmental authority that affect the Shared Roads and the use and operation thereof as described herein;
- (l) “**Owner**” shall mean the Declarant/Owner, as the case may be, including their respective successors and assigns in title, until such time as one or more condominiums are registered on all or a portion of the Lands whereupon the Owner(s) shall be the condominium corporation so created;
- (m) “**Party**” shall mean the party of the first part and the party of the second part and any successor or assigns thereof;
- (n) “**Phase II Condominium**” means one or more condominiums that may be registered by the Phase II Declarant on the Phase II Lands;
- (o) “**Phase II Condominium Payment Commencement Date**” means sixty (60) days following the earlier of the first interim occupancy closing or conveyance of a Phase II Condominium POTL to a third-party purchaser by the Phase II Declarant.
- (p) “**Phase II Declarant**” means **2717041 ONTARIO INC.;**
- (q) “**Proportionate Share**” with respect to an Owner shall mean the proportion of the Shared Costs to be borne by each Owner pursuant to Article VI of this Agreement;
- (r) “**Shared Roads**” means the roads, sidewalks and services constructed now (or constructed in the future) upon as Part of Blocks 4 and 5, Registered Plan 505 designated as Part 1 on Plan 59R-16994 and also includes any road signs and street lighting required to be erected thereon;
- (s) “**Shared Roads Budget**” shall mean the budget prepared by the Condominium outlining the projected Shared Costs to be incurred for the ensuing twelve (12) month period following registration of the Phase II Condominium and which budget(s) shall be incorporated by each of the Condominiums as part of their respective overall annual budgets, and shall be formulated in accordance with the terms and provisions of this Agreement; and,
- (t) “**Shared Costs**” shall mean all of the costs and expenses associated with providing the Shared Services; and,
- (u) “**Shared Services**” shall include without restricting the generality of the foregoing: maintenance and repair, including repaving or reconstructing as necessary of the Shared Roads to ensure that same are and will operate in accordance with Acceptable Standards and corresponding Shared Roads maintenance services and systems (such as drains, pipes, cables, etc. located within or beneath the boundaries of the Shared Roads, or any portion thereof, and which exclusively service or benefit same), as well as the cost of all landscape maintenance and irrigation with respect to all hard and soft landscaping features and other installations or improvements made or situate within the confines of the Shared Roads (or any portion thereof) if any; preparation and setting of annual budgets with respect to Shared Costs; obtaining of any professional services, consultants, opinions, reports and advice with respect to the Shared Roads; snow and ice removal of the Shared Roads; insuring the Shared Roads; administration expenses; and, illuminating the Shared Roads.

ARTICLE III

THE USE OF THE SHARED ROADS

- 3.1 The Shared Roads shall be operated and maintained by the Condominium in a clean and first-class manner, comparable to public roads at all times so as to allow full and unobstructed egress and ingress to all public highways abutting the Shared Roads. Each of the Contributing Parties, along with each of their respective dwelling owners, residents, tenants, invitees, employees, servants and licensees from time to time, shall share the use and enjoyment of the Shared Roads, on the express understanding and agreement that such right of access or use of the Shared Roads (or any portion thereof) shall nevertheless be revocable against (or with respect to) any person or persons who:
- (a) unreasonably interfere with or restrict (or attempt to unreasonably interfere with or restrict) the ability of lawful users, to access, use or enjoy the Shared Roads or any portion thereof;
 - (b) carry on (or attempt to carry on) any illegal or unlawful activity on or within the Shared Roads or any portion thereof;
 - (c) act in a manner unreasonably inconsistent with the intended use of the Shared Roads as an accessible roadway and walkway respectively;
 - (d) obstruct or injure (or attempt to obstruct or injure) any other person or persons who are using or enjoying the Shared Roads or any portion thereof;
 - (e) harm or destroy (or attempt to harm or destroy) the Shared Roads (or any portion thereof); or,
 - (f) commit (or attempt to commit) any criminal or quasi-criminal offence under the Criminal Code of Canada R.S.C. 1985, c. C-46, as amended, or under any provincial legislation or municipal by-law(s), with respect to (or in connection with) the Shared Roads or any portion thereof.
- 3.2 **Use of Shared Roads:** The Parties acknowledge that although the Shared Roads are currently (or will be subsequent to this Agreement) privately owned by the Condominium, they shall nevertheless intended to be used in accordance with and subject to the terms of this Agreement, by the other party to this Agreement together with the future owners of a common interest in the Condominiums and by the Authorized Shared Roads Users in accordance with this Agreement.

ARTICLE IV

BENEFIT AND BURDEN

- 4.1 The parties hereto hereby acknowledge to and covenant with each other that:
- (a) the principles of reciprocal benefit and burden shall apply and as such each of the rights and privileges referred to in this Agreement establishes a basis for the mutual and reciprocal use of the Shared Roads which are to be used and enjoyed by the Owners; and
 - (b) as an integral and material consideration for the continuing enjoyment of and right to the use and enjoyment by each Owner of such easements, benefits and privileges, each Owner accepts and agrees to assume the burdens and obligations imposed on it and agrees to be bound by each and every covenant, agreement or other obligation contained in this Agreement.

- 4.2 The provisions of this Agreement are intended to run with the lands and any portion thereof benefited and burdened thereby, and shall be binding on and enure for the benefit of each of the parties and their respective successors in title thereto.

ARTICLE V

EFFECT OF AGREEMENT

- 5.1 **Binding:** This agreement shall be and remain in full force and effect and be binding upon the signatories hereto, their successors and assigns.
- 5.2 **Release of Phase II Declarant:**
- (a) Upon registration of a Condominium on the Phase II Lands or any part thereof, or upon the transfer of freehold title in regards to the Phase II Lands, or any part thereof, the condominium corporation(s) so created or successor in title, as the case may be, (hereinafter referred to as a “**Successor**”) shall be deemed to have assumed the obligations of the Phase II Owner as set out in this Agreement. The Successor will thereafter have all of the rights and obligations of the Phase II Owner hereunder and the Phase II Declarant shall be automatically released, relieved and forever fully discharged from any obligation or liability under this Agreement including but not limited to any obligation to pay any of the Shared Costs.
 - (b) In this regard, the Condominium hereby covenants and agrees to execute (and cause the condominium corporation to execute) such Assignment and Assumption Agreement prepared by the Phase II Condominium solicitors forthwith upon request at no cost to the other Owner or the Successor to formally evidence such release, together with any other documents reasonably requested by the Phase II Owner, without any delay by the Condominiums and without cost to the Phase II Owner.

ARTICLE VI

THE OPERATION AND COSTS OF THE SHARED ROADS

- 6.1 **Operation, Maintenance and Repair:**
- (a) The Condominium shall be responsible for governing and arranging for the operation, illumination, maintenance, repair, restoration and reconstruction of the Shared Roads to Acceptable Standards and for engaging all requisite contractors, servicemen, suppliers and others required therefor.
 - (b) The Shared Services shall be provided by the Condominium expeditiously in a good and workmanlike manner without unnecessary interference with the normal use of the surrounding lands and dwelling located within or adjacent to lands affected, and where performed by contract with others, the contract price shall be competitive except in an emergency in which time did not permit competitive selection.
 - (c) Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly acknowledged and agreed that the Shared Roads shall be kept free of snow, ice and debris and shall be illuminated to an intensity or degree comparable to other similar roads, and shall in all respects (and at all times) be operated and maintained in a clean and first class manner so as to allow full and unobstructed egress and ingress, from time to time.
- 6.2 **Cost of Shared Roads:**

- (a) Subject to sections 6.1(c) and (d), the Shared Costs shall be shared such that each Owner's Proportionate Share shall be shared proportionately based on dividing the total number of dwellings in the two projects.

Provided that it is acknowledged that the Condominiums have been developed as a standard condominium with 13 residential units, the Phase II Lands are intended to be developed as a common elements' condominium with 37 POTLs appurtenant thereto. In the event that the number of POTLs with a common interest in the Phase II Condominium is increased or decreased, the Owner's Proportionate Share will be increased or decreased based on calculating the percentage of the total number of POTLs divided by the number of POTLs with a common interest in each Condominium.

- (b) The cost of any services necessitated by the wilful or negligent act or omission of any Owner or of any of its occupants, employees, agents, contractors, licensees or invitees shall be paid by that Owner and not included in the Proportionate Share of the Owners.
- (c) From and after the date of this Agreement to and until the earlier of the Phase II Condominium Payment Commencement Date, the Shared Costs shall be wholly paid for by the Phase I Condominium.
- (d) From and after the Phase II Condominium Payment Commencement Date, each Contributing Party shall pay its Proportionate Share of the Shared Costs, with such payment to be made in advance on a monthly basis by the Contributing Parties on the 1st day of each month in accordance with the Shared Roads Budget issued by the Phase II Condominium or in any other manner as may be agreed to in writing between the Condominiums from time to time.
- (e) Each of the Contributing Parties shall be obliged to share and contribute towards the Shared Costs without any contribution towards the Shared Costs being derived or emanating from any governmental authorities.

ARTICLE VII

GOVERNANCE OF THE SHARED ROADS

- 7.1 The Shared Roads shall be governed at all times by the Condominiums and its successors and assigns.
- 7.2 The Condominium shall be responsible for the following:
- (a) making reasonable rules, regulations or procedures to be implemented with respect to the use, operation, illumination, maintenance and/or repair of the Shared Roads (including procedures to be implemented to effectively revoke the right of access or use of the Shared Roads by those persons who participate in any of the prohibited activities or conduct outlined in section 3.1 (a) to (f) inclusive hereof, and the manner in which all maintenance and/or repair work with respect to same shall be carried out, subject however to the extent it has any jurisdiction over such lands, to the overriding requirements, standards and specifications of the Governmental Authorities from time to time in connection therewith; and,
- (b) making arrangements for Shared Services to be provided to the Shared Roads;

ARTICLE VIII

MANAGEMENT AND APPOINTMENT OF OWNER'S LIAISON COMMITTEE

- 8.1 Management

- (a) The Condominium and the Phase II Owner agree to use their best efforts to retain the same property management team to manage the condominiums in an effort to reduce the Shared Costs where available and applicable.
- (b) Each yearly budget prepared by the Shared Roads Manager shall include the amount of each expense, the particulars of the type, frequency and level of the services to be provided and a projected breakdown of expenses on a monthly basis, and the fee to be paid to the Shared Roads Manager in connection with the services to be performed by the Shared Roads Manager for the period covered by the budget.
- (c) If, within forty-five (45) days after receipt of a yearly budget from the Shared Roads Manager, the board for the Phase II Condominium fails to unanimously consent to the budget as originally drafted or as subsequently revised, the budget shall be submitted to ADR in accordance with the procedures set out herein.
- (d) If unanticipated repairs are found to be necessary or whenever, in the opinion of the Shared Roads Manager, any change in the budgeted expenditures makes it desirable to do so, the Shared Roads Manager shall submit to the Phase II Condominium, a budget supplemental to the yearly budget covering the additional expenses to be incurred for the performance of the Shared Services for the then-remaining portion of the current calendar year, and the procedure set out above shall apply to the said supplemental budget.
- (e) Save for emergency repairs involving manifest danger to persons or property, or immediately necessary for the preservation or safety of property or for the safety of persons, or required to avoid suspension of any service, the Shared Roads Manager shall not make any expenditures in excess of the amount proposed in the budget (on a monthly basis if applicable) approved by the board of each of the Condominiums or substantially in excess of any particular item in an approved budget.
- (f) The Shared Roads Manager shall:
 - (i) in the case of major emergencies (i.e. those seriously affecting human safety, welfare or vital services, or involving potential or actual large-scale property damage), immediately notify those who are in danger, the appropriate public authorities and the boards of each of the Condominium and act in consultation and co-operation with those authorities;
 - (ii) in the case of all other emergencies, deal expeditiously therewith in accordance with the exigencies thereof and notify the board of each Condominium as soon as is reasonably possible during business hours.
- (g) In any case in which the cost of any particular item of unanticipated repairs submitted in an approved supplementary budget, or where the cost of a particular item of repair or maintenance provided for in an approved yearly budget is estimated to exceed the sum of One Thousand Five Hundred Dollars (\$1,500.00);
- (h) the Shared Roads Manager shall obtain and submit three written quotations therefore and may, in addition, submit its own quotation to do the work itself for a lower price;
- (i) the boards for each Condominium shall consider such estimates and make a decision thereon;
- (j) if within Fifteen (15) days of the submission of any estimate, actual or deemed agreement has not been reached among the Condominiums as to the method and cost of the work, any Owner may submit the matter to ADR pursuant this Agreement.

- (k) If the cost of any item described above does not exceed One Thousand Five Hundred Dollars (\$1,500.00) per annum, the Shared Roads Manager may engage any parent or subsidiary corporation or any person, firm or corporation associated, affiliated or otherwise connected with it to perform said work or services provided that the cost of the said work or services shall not exceed the cost which it is reasonably estimated would be incurred if written quotations were obtained.
- (l) If, in the opinion of an Owner, the Shared Roads Manager is failing to properly carry out its contractual duties, such Owner shall be entitled to give the Shared Roads Manager and the other Owner written notice that the Shared Roads Manager is in breach of its obligations to perform such duty or duties and unless the Shared Roads Manager shall rectify such failure or failures within fifteen (15) days after the giving of such notice, then the first-mentioned Owner shall be entitled to have such work carried out as may be necessary to cure such failure or failures and shall be entitled to be reimbursed by the other Owner for its share of the cost of carrying out such work, including the value of the time of the first-mentioned employees asked to carry out such work.
- (m) In the event that an Owner completes any repair or other work in an emergency when the Shared Roads Manager was not available or otherwise able to complete such repairs or work, such Owner shall be entitled to be reimbursed to the same extent as if same had been performed.

8.2 Owners' Liaison Committee

- (a) At the option of the boards of the Phase I Condominium and the Phase II Condominium, an Owners' Liaison Committee may be created, and all materials referenced in this Article shall be delivered to the Owners' Liaison Committee in lieu of the board of each Condominium.
- (b) The Owners' Liaison Committee shall consist of one (1) member appointed by each Owner. Each Owner shall also appoint an alternative member to fulfil the obligation of the appointed member when unavailable to ensure timely and full operation of the of the Owners' Liaison Committee.
- (c) The Owners' Liaison Committee shall meet from time to time, but not less than annually, for the purposes hereinafter set out. Unless written notice is dispensed with by the written consent of each member of the Owners' Liaison Committee, at least seven (7) days written notice stating the purpose of every meeting of the Owners' Liaison Committee shall be given to the members thereof by the Shared Roads Manager or any member of the Owners' Liaison Committee.
- (d) At any meeting of the Owners' Liaison Committee, a quorum shall consist of at least two (2) members thereof and all decisions of the Owners' Liaison Committee shall require the affirmative vote of a majority of the members representing the Corporations. Each member shall have one (1) vote and the Chairman shall not have an additional or casting vote. If thirty (30) minutes after the time appointed for the holding of any meeting of the members of the Committee, a quorum is not present, the meeting shall stand adjourned to the same time on the corresponding day of the next following week. Any member of the Committee who cannot attend any meeting of the committee may appoint a proxy to attend and vote at the meeting in his or her place. The proxy may only be a director or officer of the Owner represented by such member. To be effective, the proxy must be in writing and must state the office held by the proxy representing such member.
- (e) Members of the Owners' Liaison Committee shall be appointed by their respective Owner for a term of one (1) year but may be removed before the expiration of their term by resolution of their respective Owner. Any vacancy on the Owners' Liaison Committee occurring as a result of the resignation by a member or a resolution of the appointing Owner shall be filled for the period of the unexpired term of

- the member who has resigned or who has been so removed by the Owners' Liaison Committee who had originally appointed such member.
- (f) At the first meeting of the Owners' Liaison Committee, the Owners' Liaison Committee shall elect from its members the following officers:
 - (g) Chairman: The Chairman shall, when present, preside at all meetings of the members of the Owners' Liaison Committee and shall be charged with general supervision of the business affairs of the Owners' Liaison Committee;
 - (h) Secretary: The Secretary shall give or cause to be given all notices required to be given to the members of the Owners' Liaison Committee and shall keep proper books and minutes of all proceedings at such meetings of the Owners' Liaison Committee and shall be custodian of all books, papers, records, documents and other instruments belonging to the Owners' Liaison Committee.
 - (i) The Owners' Liaison Committee shall have full authority, power and responsibility over all matters relating to any of the Shared Roads, the Shared Services and the assets of the Owners' Liaison Committee used, shared and enjoyed by the Owners as specified in each annual budget. Any matter that the Owners' Liaison Committee wishes to pursue beyond the confines of the budget or reserve fund shall require the approval of all Owners affected.
 - (j) The objects and duties of the Owners' Liaison Committee shall be to manage, operate, inspect, maintain, repair, improve, alter and replace the Shared Roads and provide all services to Acceptable Standards.
 - (k) Any Owner may call a meeting of the Owners' Liaison Committee on at least seven (7) business days written notice to the other Owner and shall co-operate in arranging the time and place thereof as may be reasonable to accommodate the other Owner's member.
 - (l) Any compensation or reimbursement paid to any member of the Owners' Liaison Committee shall be the sole responsibility of the Owner who has appointed that member.
 - (m) Where a matter cannot be resolved through the Owners' respective representatives, the Owner shall co-operate in convening a joint meeting of the Owners' respective boards of directors without unreasonable delay to deal with the matter expeditiously without resort to ADR.

ARTICLE IX

THE EASEMENTS

9.1 Confirmation of Easements

- (a) The Parties confirm and agree that by virtue of the Easements which have been created over (or in respect of) the Shared Roads,
 - i. the Phase II Condominium and its Authorized Shared Roads Users from time to time, shall have a permanent easement, right of way or right in the nature of an easement which shall include the following rights:
 - access and egress over, upon, along and across the Shared Roads, for the purposes of pedestrian and vehicular access and egress by all Authorized Shared Roads Users and their vehicles, and use thereof on the express understanding and agreement that such right of access, egress and/or use shall nevertheless be revocable against (or with respect to) any

person or persons who are involved in any of the prohibited activities or conduct outlined herein.

9.2 General Use of Easements

- (a) It is understood and agreed that each of the Phase II Owner and all Authorized Shared Roads Users, when using or enjoying any of the Easements and/or exercising their rights in connection therewith, shall act (and endeavour to cause any other person or persons using or enjoying the benefit of any of the Easements to act) in a prudent and reasonable manner, and in accordance with all applicable laws and regulations of the Governmental Authorities, and shall specifically not be involved or participate in any of the prohibited activities or conduct outlined herein.
- (b) Notwithstanding any provision contained in this Agreement to the contrary, it is understood and agreed by the parties hereto that the Condominiums shall be entitled to arrange for the partial obstruction (on a temporary basis only and as quickly as commercially reasonably possible) of any portion of the Shared Roads, and/or the temporary suspension of the benefit of any Easement(s) relating thereto, provided any such suspension and/or obstruction is necessary or desired to facilitate or expedite the inspection, maintenance and/or repair of all or any portion of the Shared Roads and provided further that in each such instance, five (5) days prior written notice of the temporary suspension or partial obstruction shall be given to the other Condominium; and
- (c) The temporary suspension of the Easements shall be carried out in a reasonable and prudent manner, so as to minimize (insofar as is reasonably possible) any interference with (and/or any inconvenience occasioned to) the Shared Roads.

9.3 Covenant of the Condominium

In regards to the above Easements referred to herein, the Condominium covenant and agree to construct, repair, re-construct and maintain and keep the Shared Roads clear of snow and ice and take all other required action from time to time as would a prudent Condominium of similar properties, acting reasonably, as is required to maintain the Shared Roads in accordance with this Agreement so as to allow uninterrupted ingress and egress for the purposes stated herein.

- 9.4 Each party to this Agreement (and any successor thereof) agrees to execute any documentation required to effect the easements reflected in the aforesaid paragraph without delay and without any cost to the other party.

ARTICLE X

MAINTENANCE AND REPAIR WORK

- 10.1 The inspection, maintenance and/or repair of the Shared Roads (or any portion thereof), including any installations, services and/or improvements hereafter made or undertaken thereto or in connection therewith (or conducted in the course of using the Shared Roads or any portion thereof), including any repair after damage (with any or all of the foregoing activities being hereinafter collectively referred to as the “**Work**”) shall be carried out in accordance with the provisions of sections 7.2 and 7.3 hereof.
- 10.2 Any Work relating to the Shared Roads undertaken (or required to be undertaken) at any time hereafter, shall be carried out and completed under the direction and control of the Phase I Condominium as it relates to the Shared Roads, and the cost of undertaking and completing the Work shall comprise part of the Shared Costs.

10.3 The Work shall be carried out as soon as reasonably possible, having due regard to weather conditions and the availability of labour, materials and equipment.

10.4 Notwithstanding anything hereinbefore or hereinafter provided to the contrary, it is expressly understood and agreed by the parties hereto that:

- (a) In the case of an Emergency, either Condominium shall be entitled to carry out and complete the Work (in lieu of waiting for the other party to direct and complete same), provided however that in such circumstances reasonable efforts to give prior notice of the nature of the Emergency (and of the nature and scope of the Work necessary to be undertaken in light of the Emergency) to the other party has been given.

10.5 In the event that:

- (i) The Condominium, upon registration, fails to implement, carry out and/or complete any Work that the Condominium would otherwise have a duty to implement, carry out and/or complete; or
- (ii) The Condominium, upon registration fails to obtain and maintain the Shared Roads Insurance (as hereinafter defined) which it is obliged to obtain and maintain pursuant to the provisions of Article X hereof;

(and for the purposes of this Agreement, the party failing to carry out the Work, or to obtain and maintain the Shared Roads Insurance, shall hereinafter be referred to as the “**Defaulting Party**”, and the party intending to carry out the Work, or to obtain and maintain the Shared Roads Insurance for and on behalf of (or in place of) the Defaulting Party, shall hereinafter be referred to as the “**Non-Defaulting Party**”), then provided:

- a. written notice has been delivered to the Defaulting Party, setting out the nature or substance of the default complained of, by the Non-Defaulting Party; and
- b. the default described in the aforesaid notice has not been rectified within fourteen (14) days of the Defaulting Party’s receipt of said notice;

the Non-Defaulting Party shall thereafter be entitled to carry out and complete the Work (in accordance with, and subject to, the foregoing provisions hereof), or to obtain and maintain the Shared Roads Insurance for and on behalf of the Defaulting Party (as the case may be), and all costs and expenses incurred by the Non-Defaulting Party in connection with any of the foregoing matters shall, for all purposes, constitute part of the Shared Costs to be shared and paid for in accordance with the provisions hereinbefore set out.

10.2 For the purposes of this Article VIII, the commencement of any Work by or on behalf of ** shall be evidenced by either its institution of a tendering process with respect to the Work, or by the actual implementation or utilization of physical labour and/or materials with respect thereto.

ARTICLE XI

DEFAULT

11.1 An “**Event of Default**” shall exist if:

- (a) any of the Contributing Parties fails to pay an amount which it is required to pay pursuant to this Agreement within 20 days of the date that the amount is due; or

- (b) any of the Contributing Parties remains in default for 20 days after notice thereof from another Party with respect to a provision of this Agreement other than with respect to the payment of money, unless they have commenced to remedy the default and are diligently pursuing the remedying of the default to its completion;

and the Party alleged to be in default is not arbitrating the existence of or liability for the alleged default.

- 11.2 In each instance when a party shall be obligated to pay any sum of money to another party hereunder, interest shall accrue thereon and be payable hereunder at 5% above the prime lending rate charged from time to time by The Toronto-Dominion Bank at Toronto from the date such sum first becomes due, calculated and compounded monthly, not in advance. If any legal action, demand or proceeding is brought, instituted or taken by a party, or if a party shall cure a default of another party, the party in default shall pay to the other party all expenses incurred therefor, including a solicitor's fee (on a solicitor and his own client basis), unless a Court shall otherwise award.

ARTICLE XII

INSURANCE

- 12.1 The Condominium shall obtain and maintain the following insurance coverage, in accordance with the provisions hereinafter set forth (hereinbefore and hereinafter collectively referred to as the "**Shared Roads Insurance**") with respect to the Shared Roads, namely:
- (a) public liability insurance with respect to incidents or occurrences happening upon the Shared Roads, providing a minimum coverage of \$5,000,000.00 per occurrence; and
 - (b) fire and property damage insurance sufficient to cover 100% of the repair and/or replacement cost of all damaged property (both realty and personally) situate within (or comprising part of) the Shared Roads.
- 12.2 All premiums payable with respect to the Shared Roads Insurance, together with any deductible amounts payable in connection therewith, shall be deemed to comprise or constitute part of the Shared Costs and the insurance policy obtained and maintained pursuant to the foregoing provisions of the preceding section shall:
- (a) name the Parties at the outset, and thereafter from time to time the registered condominiums as a named insured (or co-insured) and shall not contain any co-insurance clause;
 - (b) contain a provision obliging the insurer not to cancel or alter (or refuse to renew) such insurance policy prior to its expiration date, except after giving not less than thirty (30) days prior written notice to each of the named insured parties thereunder; and
 - (c) contain waivers of subrogation which cover, at a minimum, the Parties at the outset and thereafter when registered, the various condominiums, as well as each of the directors, officers, managers, agents, employees and designated representatives of each of the Contributing Parties respectively, save and except for arson, fraud, vandalism or wilful misconduct.
- 12.3 All policies of insurance shall provide 30 days' prior written notice of cancellation and any Party receiving such notice shall immediately notify the other Party thereof.
- 12.4 If the Condominium fails to maintain insurance or to pay its premiums or its portion of any premium, for a policy required by this Article XI when due, and which such party is obligated to pay pursuant to this Article

X or otherwise, then such other party or parties to this Agreement insured by such policy may, after 10 days' written notice to the defaulting party, pay such insurance premium or portion of the insurance premium or obtain such insurance at the expense of the defaulting party. The defaulting party shall upon demand, reimburse the party or parties obtaining such insurance or making such payment for the amount thereof and for all costs and expenses incurred in connection therewith in accordance with the provisions of Article XI below.

ARTICLE XIII

TERMINATION OF THIS AGREEMENT

- 13.1 The rights under this Agreement shall be incapable of termination other than by an instrument to that effect executed under seal by all Owners and by any mortgagees of the Lands at that time.
- 13.2 Notwithstanding the termination of any rights under this Agreement, if at the time of such termination, any party shall be obligated to pay any sum of money pursuant to the provisions of this Agreement, such obligation shall not be extinguished until such sum of money, together with any interest accruing thereon, has been paid, and any lien securing the payment of such sum of money shall remain in force and effect and continue to secure the payment and any interest which shall accrue thereon.
- 13.3 In the event that this Agreement is terminated in accordance with the provisions hereof, the Easements hereby granted shall be deemed released and abandoned and each party agrees to execute any necessary documents required to register releases of any easement granted by this agreement.
- 13.4 If any part(s) of the Lands become governed by the Act and such government is subsequently terminated, the then Owner thereof will continue after such termination to be bound by the provisions of this Agreement, and will execute such further assurances as may be required to give effect to this Article XIII.

ARTICLE XIV

ALTERNATIVE DISPUTE RESOLUTION

- 14.1 Good Faith Negotiations

The parties agree to use their best efforts to resolve any disputes or matters which may arise between them in respect of the Shared Roads through good faith negotiations and the parties further agree that they shall resort to legal proceedings or mediation and ADR against one another only as a last resort. If, after using their best efforts to resolve any such dispute or matter, such dispute or matters cannot be resolved by good faith negotiations, then any such dispute, other than with respect of non-payment of any party's proportionate share of the Shared Costs, shall be determined in the following manner.

- 14.2 Dispute Resolution Procedure

Whenever ADR is permitted or required under this Agreement and the Act, ADR proceedings may be commenced by the parties in accordance with the following principles and procedures:

- (a) Prior to commencing ADR proceedings, the parties shall use their best efforts to resolve the question or matter in dispute through good faith negotiations conducted at a meeting of the full boards of directors of each party, with the assistance and presence (optional) of legal counsel representing each party, all acting with a view to securing a resolution of the question or matter in dispute without further proceedings.

- (b) If the parties, with the assistance of legal counsel as set forth in a) above, are unable to resolve the questions or matter in dispute through good faith negotiations, as provided in Section 132 of the *Condominium Act, 1998*, the parties shall, within thirty (30) days thereafter, select a mediator qualified by education and training to assist the parties in dealing with the particular questions or matter in dispute, and the parties shall attempt to mediate their differences, and the mediator shall confer with the parties and endeavor to obtain a settlement with respect to the disagreement submitted to mediation. The parties shall initially share equally in the costs of a mediator, however, the settlement shall specify the share of the mediator's fees and expenses that each party is required to pay. Upon obtaining a settlement between and among the parties with respect to the disagreement submitted to mediation, the mediator shall make a written record of the settlement which shall form part of the agreement or matter that was the subject of the mediation.
- (c) If good faith negotiations and the mediation process as described in paragraph 2(a) and (b) of this Article XII hereof are exhausted and the parties are still unable to resolve the question or matter in dispute, within thirty (30) days after the mediator delivers a notice to the parties stating that the mediation has failed, the parties agree to submit the question or matter in dispute for resolution by a single arbitrator whose appointment is agreed upon by the parties, and the decision of the arbitrator shall be binding upon the parties hereto, and no legal recourse shall be exercised by either party hereto with respect to the question or matter in dispute until the ADR has been completed.
- (d) The parties shall meet and attempt to appoint a single arbitrator who is well qualified with education and training to pass upon the particular question or matter in dispute. In the event that the parties are unable to agree upon a single arbitrator, each party shall appoint one arbitrator within seven (7) days of the meeting and notify the other party. The arbitrators so appointed shall, within seven (7) days of the appointment of the last arbitrator so appointed, choose a single arbitrator who is qualified by education and training to pass upon the particular question or matter in dispute. If either party neglects or refuses to name an arbitrator within seven (7) days of being requested to do so by the other party, the arbitrator named by the first party shall proceed to resolve the dispute in accordance with *Arbitrations Act 1991 (Ontario)* and the parties agree that the arbitrator's decision shall be final and shall not be subject to appeal by any party other than on a question of law in accordance with Subsection 45(2) of the *Arbitrations Act, 1991* or pursuant to a specific ground for appeal or for setting aside the arbitrator's award pursuant to Section 46 of the *Arbitrations Act, 1991*.
- (e) The decisions and reasons of the arbitrator shall be made within thirty (30) days after the hearing of the question or matter in dispute, and the decisions and reasons shall be drawn up in writing and signed by the arbitrator who shall also be entitled to award costs of the ADR. The compensation and expenses of the arbitrator shall initially be paid in equal proportions by each party, subject to the final outcome and any award being made as to costs of the ADR.

Where ADR is required by this Agreement, commencement and completion of such ADR in accordance with this Agreement shall be a condition precedent to the commencement of an action at law or in equity in respect of the question or matter in dispute being arbitrated.

14.3 Ongoing Obligations

For clarity, notwithstanding the nature of the dispute, until the questions or matter in dispute is finally determined by ADR, the disputing party shall continue to perform all work and services required to be performed by it and to pay all amounts required to be paid by it in accordance with this Agreement.

14.4 Rules of Procedure

Subject always to the parties agreeing to any modifications thereto, the mediation shall be conducted generally in accordance with the Rules of Procedure for the conduct of mediations of the Condominium Authority Tribunal (“**Condominium Tribunal**”) and the ADR shall be conducted generally in accordance with the Rules of Procedure for the conduct of ADR of the Condominium Tribunal and also in accordance with the provisions of the *Arbitrations Act, 1991 (Ontario)*.

ARTICLE XV

FORCE MAJEURE

- 15.1 Whenever and to the extent any party is prevented, hindered or delayed in the fulfilment of any obligation hereunder or the doing of any work or the making of any repairs or replacements by reason of force majeure, that party’s obligation shall be postponed and such party shall be relieved from any liability in damages or otherwise for breach thereof, for so long as and to the extent such prevention, hindering or delay continues to exist. The term “force majeure” means any war or other catastrophe, acts of God, act of the Queen’s enemies, riot or insurrection, strike, lockout or labour disturbance, inability to obtain material, goods, equipment, services or utilities required, provided the relevant party’s inability to obtain materials, goods, equipment, services or utilities required is not due to that party’s lack of finances, or any law, by-law, regulation or order of a public authority or inability to obtain any permission or authority required thereby.

ARTICLE XVI

NOTICES

- 16.1 All notices required or desired to be given to any of the parties hereto in connection with this Agreement, or arising therefrom, shall be in writing, and shall be delivered by registered mail to the intended party at the following address [same shall be deemed to have been delivered, received and effective on the 3rd day (excluding Saturdays, Sundays and statutory holidays) following the day on which such notice was mailed]:

- (a) to the Phase I Condominium c/o:

BLOOM & CO. PROPERTY MANAGEMENT
144 Queens Street East, Cambridge, Ontario

- (b) to The Phase II Owner:

- (c)

2717041 ONTARIO INC.
3- 102 2600 Skymark Avenue, Mississauga, Ontario L4W 5B2

Any party hereto may, from time to time, by written notice to the other party hereto delivered in accordance with the foregoing provisions, change the address to which its notices are to be delivered.

ARTICLE XVII

FUTURE DEVELOPMENT

- 17.1 It is acknowledged that there will be future development and construction on all or a portion of the Phase II Lands. It is acknowledged that upon the construction of the development, it may be necessary to create easements necessary for the construction, use, enjoyment and maintenance of such Phase II Lands. The

Condominium agrees not to unreasonably refuse to grant any easement to the Phase II Lands and agrees to work expeditiously to pass any bylaw necessary to do so.

ARTICLE XVIII

INDEPENDENT LEGAL ADVICE

- 18.1 The Condominium and The Phase II Owner hereby acknowledge and agree as follows:
- (a) At their request, Garfinkle, Biderman LLP is acting as solicitors for each of the Phase II Owner and the Condominium strictly in the preparation and execution of this Agreement;
 - (b) That no information received by Garfinkle, Biderman LLP in connection with the preparation of this Agreement can be treated as confidential as far as either of the parties is concerned; and,
 - (c) Should any conflict arise between the Condominium and the Phase II Owner, Garfinkle, Biderman LLP will have to withdraw completely from acting for either party in respect to this Agreement.

ARTICLE XIX

REGISTRATION OF THIS AGREEMENT

- 19.1 Each of the parties hereto hereby consents to the registration of this Agreement against the title to the Lands and hereby acknowledges, confirms and agrees that this Agreement shall be deemed and construed to run with the title to each of the Lands provided that upon a release of this Agreement on a portion of the Phase II Lands prior to or subsequent to the Phase II Condominium registration, this Agreement will be deemed deleted from any lands where any easements referenced in this Agreement have been released.

ARTICLE XX

ESTOPPEL CERTIFICATE

- 20.1 Each of the Parties (hereinafter individually referred to as the “**Receiving Party**”) shall, within ten (10) days after receiving a written request (hereinafter referred to as the “**Certificate Request**”) accompanied by payment of a fee in the amount of \$100.00 inclusive of all applicable taxes, from or by any party interested in the status of this Agreement (hereinafter called the “**Requesting Party**”), execute and deliver to the Requesting Party a certificate (hereinafter called the “**Certificate**”) confirming:
- (a) whether or not this Agreement has been modified, and if so, the nature of such modification, and confirming that this Agreement is in full force and effect;
 - (b) whether or not the terms and provisions of this Agreement have been complied with to date, and whether or not there is any outstanding default alleged (or complained of) by or against any of the Contributing Parties, as well as the nature and extent of the default so alleged; and
- 20.2 The contents of the Certificate may be pleaded by the Requesting Party as a bar to (and shall correspondingly constitute a complete defence by the Requesting Party against) any litigated suit, claim or action that is inconsistent with the facts recited in the Certificate.

- 20.3 If the Receiving Party fails to execute and deliver the Certificate to the Requesting Party within 10 days after receiving the Certificate Request and the accompanying fee, then the Receiving Party shall be deemed to have certified to the Requesting Party that:
- (a) no outstanding default exists under this Agreement, as at the date of the Receiving Party's receipt of the Certificate Request (and the Receiving Party shall accordingly be forever estopped from claiming or alleging that any such default then exists or continues, but shall not be precluded from claiming or alleging any future default);
 - (b) no work has been (or is presently being) performed, for which the cost of same is not included in the then current fiscal Budget and may be claimed or charged against any of the Contributing Parties, pursuant to the foregoing provisions of this Agreement; and,
 - (c) that this Agreement and all Schedules attached thereto are unmodified and in full force and effect.

ARTICLE XXI

SUCCESSORS AND ASSIGNS

- 21.1 This Agreement shall enure to the benefit of, and be correspondingly binding upon, each of the parties hereto and their respective successors and assigns, and specifically binding against all successors in title to all or a portion of the Condominium Lands and the Phase II Lands respectively and any condominium registered on such lands.
- 21.2 Notwithstanding anything provided in this Agreement to the contrary, it is expressly understood and agreed by the Parties that any reference to a registered condominium in this Agreement, where the context pertains to the use or enjoyment of an easement (or some other right, benefit or interest), shall be deemed to include the registered condominium's duly authorized agents, representatives, employees, contractors and/or subcontractors, and shall also specifically include the Condominiums thereof and their respective POTL and/or unit owners, tenants, residents, invitees, workmen and licensees from time to time.
- 21.3 The Phase II Owner shall from and after the registration of a plan of condominium upon the Phase II Lands or portion thereof, cause such condominium corporation to enter into an assumption agreement in the form prepared by the Phase II Owner.

ARTICLE XXII

FURTHER ASSURANCES

- 22.1 The parties hereto hereby covenant and agree to forthwith execute and/or provide all further documents, instruments and/or assurances as may be necessary or required in order to carry out (and give full effect to) the true intent of these presents.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

- 23.1 This Agreement is subject to compliance with the subdivision and part-lot control provisions of The Planning Act R.S.O. 1990, as amended.

- 23.2 The headings used throughout the body of this Agreement form no part hereof, but shall be deemed to be inserted for convenience of reference only.
- 23.3 This Agreement shall be read and construed with all changes in gender and/or number as may be required by the context.
- 23.4 Time shall be of the essence with respect to the performance and fulfilment of all obligations herein set out.
- 23.5 The parties hereto do not in any way whatsoever or for any purpose become partners of each other, or joint venturers or members of a joint enterprise, nor is the relationship of the principal and agent created.
- 23.6 The parties hereto confirm and agree that this Agreement shall be deemed and construed to run with, and correspondingly bind and encumber the title of the parties hereto and/or the benefitting Lands. The Phase II Owner is prohibited from conveying the Phase II Lands to any third party (other than a bona fide third party purchaser of a UNIT) unless it first obtains the written covenant of that party to assume and be bound by the obligations of the transferring party under this Agreement as if it had been an original party thereto, by execution of an assumption agreement.
- 23.7 If any clause or section of this Agreement shall be determined by a court of competent jurisdiction to be illegal or unenforceable, then such clause or section shall be considered separate and severable from the rest of this Agreement, and the remaining provisions hereof shall remain in full force and effect, and shall continue to be binding upon the parties hereto as though the said illegal or unenforceable clause or section had never been included.
- 23.8 This Agreement may be executed in one or more counterparts, each of which when so executed shall constitute an original, and all of which shall together constitute one and the same agreement.
- 23.9 This Agreement may be delivered on an electronic pdf basis and will deemed an original document.
- 23.10 This Agreement shall be governed by (and be construed in accordance with) the laws of the Province of Ontario, and each of the parties hereto irrevocably attorns to the jurisdiction of the courts of the Province of Ontario.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this Agreement, by their respective authorized signing officers, as of the date first above-mentioned.

[SIGNATURE PAGE TO FOLLOW]

SAMPLE FOR REVIEW

- 19 -

NIAGARA SOUTH STANDARD CONDOMINIUM CORPORATION NO. 185

DocuSigned by:

Vijaykumar Patel

Per: _____

Name: Vijaykumar Patel

Title: President

Per: _____

Name:

Title: Secretary

We have the authority to bind the Corporation

2717041 ONTARIO INC.

DocuSigned by:

Vijaykumar Patel

Per: _____

Name: Vijaykumar Patel

Title: President

I/We have authority to bind the corporation

SCHEDULE "A" – CONDOMINIUM LANDS

Being all of PINs 64985-0001 to 64985-0029, all in the Land Registry Office for the Land Titles Division of Niagara South (No. 59)

SCHEDULE "B" – PHASE II Lands

PIN: 64220-0322

PART OF BLOCKS 4 AND 5, REGISTERED PLAN 505, NORTH SIDE OF GARRISON ROAD, BEING PART 1 ON PLAN 59R16994 EXCEPT CONDO185; SUBJECT TO AN EASEMENT AS IN SN738900; SUBJECT TO AN EASEMENT AS IN SN738948; SUBJECT TO AN EASEMENT IN GROSS AS IN SN746070; TOGETHER WITH EASEMENTS AS SET OUT IN SCHEDULE A AS IN SN747294; TOWN OF FORT ERIE