**[LETTERHEAD OF LAW FIRM GIVING OPINION]**

# TITLE OPINION

**[insert date] of registration of Limiting Distance Agreement]**

**[DATE]**

**City of Toronto**

Legal Services Division

26th Floor, Metro Hall

55 John Street

Toronto, Ontario

M5V 3C6

Attention: Wendy Walberg, City Solicitor

Dear Madam:

**Re: *brief legal description of the Schedule “A” lands* (the “Site”)**

We have acted as lawyers for [INSERT NAME OF OWNER] (collectively, the “Owner”) in connection with the execution and registration of the Limiting Distance Agreement between the Owner and the City of Toronto (the “City”) and in connection with the giving of a title opinion to the City for the purpose of registration of the Limiting Distance Agreement against title of the Site.

For the purpose of this opinion, we have examined the title to the Site as disclosed by the records of the Land Registry Office for the Land Titles Division of Toronto (No. 66) (the "LRO"), conducted necessary investigations as to the existence of prior corporate owners of all or part of the Site as disclosed by the records of the LRO in order to confirm the existence of each corporation during their respective period of ownership, conducted searches to ascertain any writs of execution or certificates of lien filed against the Owner.

In addition, we have examined certificates of public officials and such other documents and have made such searches and inquiries and considered such questions of law as we have considered necessary or desirable for the purposes of our opinion. In our examination, we have assumed the genuineness of all signatures, the authenticity of all documents submitted to us as originals and the conformity to originals of all documents submitted to us as digital documents (PDFs etc), copies, facsimile, certified or notarial copies thereof. We have also assumed the accuracy and currency of the indices and filing systems maintained at any public offices where we have conducted searches or made enquiries or caused such searches or enquiries to be conducted or made.

We are lawyers qualified to carry on the practice of law in the Province of Ontario. The opinion expressed extends only to the laws of the Province of Ontario and the federal laws of Canada applicable therein in force as of the date of this opinion.

Our inquiries with respect to the Site have indicated that the Site has not escheated to the Crown.

Based upon and subject to the foregoing, we are of the opinion that, as at [INSERT] time, on [INSERT] date:

1. The Owner is the registered owner in fee simple of the Site, free from encumbrances, liens or claims registered in the LRO or filed with the Sheriff, including any outstanding writs of execution that affect title to the Site, other than those liens, encumbrances, exceptions and qualifications to title set out in Schedule B attached.
2. None of the documents identified in Schedule B, referred to above, that are not being postponed, discharged or otherwise released, contain rights or remedies in favour of the parties thereto, or their respective successors and assigns, that could preclude, defeat or adversely affect, in any material respect, the rights and interests of the City arising from the Limiting Distance Agreement.
3. [*If applicable*] The Owner is an existing corporation pursuant to the *Business Corporation Act,* R.S.O. 1990 [or, *if applicable*, the *Canada Business Corporations Act*, R.S.C., 1985, c. C-44] and has not been discontinued or dissolved.
4. [*If applicable*] The Owner has the corporate power and capacity to enter into and perform its obligations under the Limiting Distance Agreement and has taken all necessary corporate action to authorize the execution and delivery of the Limiting Distance Agreement.
5. The Limiting Distance Agreement was registered on the title of the Site as Instrument Number [INSERT]. The Limiting Distance Agreement is a valid and binding agreement the benefits and burdens of which run with the title of the Site and the effect of registration of the Limiting Distance Agreement is to bind subsequent owners of the properties described therein.

Notwithstanding that our fee for this opinion will be paid by the Owner, and that we have acted for the Owner in this transaction, we acknowledge that the City is relying on this title opinion for the purpose of confirming that the Owner has good title to the Site and to verify the priority of registration of the Limiting Distance Agreement on title to the Site. We consent and agree to such reliance.

Yours Truly,

[INSERT LAWYER SIGNATURE]

[***NB*** *if the opinion is signed by a “Law Firm” a cover letter must be attached confirming the name of the lawyer providing the opinion]*