**FORM OF OPINION LETTER – LIMITING DISTANCE AGREEMENT**

**WITH CITY OF TORONTO**

Letterhead of Law Firm Providing Opinion

*[ Date ]*

City of Toronto

Legal Services Division

Station 1260

26th Floor, Metro Hall

55 John Street

Toronto ON M5V 3C6

**Attention: Wendy Walberg, City Solicitor**

Dear Madam/Sir:

**Re: Opinion Letter with respect to the registration of Limiting Distance Agreement pursuant to *[insert appropriate statutory reference ● of the Ontario Building Code* *]* (the “Agreement”) on title to *[ insert brief legal description of Property A Land ]*, known municipally as *[ insert current municipal address of Property A Land ]*,and more particularly described in Schedule “A1” hereto (the “Property A Land”), and *[ insert brief legal description of Property B Land ]*, known municipally as *[ insert current municipal address of Property B Land ]*, and more particularly described in Schedule “A2” hereto (the “Property B Land”)**

We act as lawyers for *[ insert name of registered owner of Property A Land**]* (the "Property A Owner") and *[ insert name of registered owner of Property B Land**]* (the "Property B Owner") in connection with the execution and delivery of the Agreement with City of Toronto (the “City”) and in connection with the giving of this opinion letter to the City for the purpose of registration of the Agreement against title to the Property A Land and the Property B Land (collectively referred to herein as the “Land”).

For the purpose of the opinions expressed, we have examined title to the Land 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 Land as disclosed by the records of the LRO in order to confirm the existence of each corporation during their respective period of ownership and have conducted searches to ascertain any writs of execution or liens against the Property A Owner and/or the Property B Owner. We have obtained realty tax certificates and have made enquires to the City related to work orders, deficiency notices, zoning compliance and water/sewer charges respecting the Land. In addition, we have made such other searches, enquiries and investigations as we considered necessary and relevant for the purposes of our title opinions in respect of the Land *[ if the Property A Owner and/or the Property B Owner is a corporation insert: “and as we considered necessary and relevant for the purposes of our corporate opinions expressed, including, but not limited to, obtaining a certificate(s) of status”].*

We have obtained and relied upon statutory declarations and certificates where appropriate and have considered applicable questions of law. We have assumed with respect to documents examined by us, the genuineness of all signatures, the authenticity of all documents submitted to or obtained by us as originals and the conformity to authentic originals of all documents submitted to or obtained by us as photostatic, facsimile, digital, certified or notarial copies thereof. In our examinations, we have assumed the accuracy and currency of the indices and filing systems, electronic or hardcopy, maintained at or by 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 enquiries and searches with respect to the Land confirm that:

1. the Land has not escheated to the Crown;
2. there are no arrears in the payment of realty taxes;
3. there are no notices of active orders of violation and no active matters of investigation with respect to applicable building or zoning by-laws; and
4. there are no outstanding accounts for the supply of water or sewer services to the Land.

Based upon and relying on the foregoing, we are of the opinion that, as at ● *[a.m./p.m.]* on ●, 20● *[ insert time and date of registration of the Agreement ]:*

1. The Property A Owner is the registered owner in fee simple of the Property A Land with good and marketable title thereto.
2. The Property B Owner is the registered owner in fee simple of the Property B Land with good and marketable title thereto.
3. The Agreement was registered on title to the Land on ***●*** as Instrument ***●*** , in priority to all encumbrances, liens or claims registered in the LRO or filed with the Sheriff, including any outstanding writs of execution that affect title to the Land, except, in respect of the Property A Land, only those liens, encumbrances, exceptions and qualifications to title set out in Parts I and II of Schedule “B1” attached and except, in respect of the Property B Land, only those liens, encumbrances, exceptions and qualifications to title set out in Parts I and II of Schedule “B2” attached.
4. None of the documents identified in Part II of each of Schedules “B1” and “B2” referred to above contain rights or remedies in favour of the parties thereto, or their respective successors or assigns, that could preclude, defeat or adversely affect, in any material respect, the rights and interests of the City arising from the Agreement.

*[Note: if the Property A Owner and/or the Property B Owner is a corporation, insert 5, 6, 7 and 8. (otherwise delete as applicable)]*

1. The Property A Owner is duly incorporated and organized and is a valid and subsisting corporation in good standing under the laws of the Province of Ontario pursuant to *[ insert applicable statute name ]* and has not been discontinued or dissolved.
2. The Property A Owner has the corporate power and capacity to enter into and perform its obligations under the Agreement and has taken all necessary corporate action to authorize the execution and delivery of the Agreement.
3. The Property B Owner is duly incorporated and organized and is a valid and subsisting corporation in good standing under the laws of the Province of Ontario pursuant to *[ insert applicable statute name ]* and has not been discontinued or dissolved.
4. The Property B Owner has the corporate power and capacity to enter into and perform its obligations under the Agreement and has taken all necessary corporate action to authorize the execution and delivery of the Agreement.

Notwithstanding that our fee for this opinion letter will be paid by the Property A Owner and the Property B Owner and that we act for the Property A Owner and the Property B Owner in this transaction, we acknowledge that the City is relying upon this opinion letter and the opinions expressed herein for the purpose of confirming that the Property A Owner has good title to the Property A Land, that the Property B Owner has good title to the Property B Land and to verify the priority of registration of the Agreement on title to the Land. We consent and agree to such reliance. Although this opinion may be relied upon by the City and its authorized agents for the purposes contemplated herein, it may not be relied upon or quoted, in whole or in part, by any other person or entity for any other purpose without our prior written consent.

Yours truly,

*“Signature”*

*[ Name ]*

***Note:*** *Where the signatory is a “Law Firm” the following statement must be inserted below the signature details:*

**This opinion letter has been prepared by *[ insert Name ],* a Lawyer, who is authorized to execute and deliver it to the City of Toronto on behalf of *[ insert name of law firm ].***

 *[****General******Notes:***

1. *This is a conclusion-based opinion letter – supporting materials, including but not limited to, documents, records, statutory declarations, certificates, resolutions, or enquiry responses, as are determined necessary and being relied upon by the opining lawyer, are for review and retention by the opining lawyer/law firm as appropriate, not for specific reference in or attachment to the opinion letter; and*
2. *The opinion letter, initially in draft form, is to be forwarded directly to the assigned lawyer in the City’s Legal Services Division. ]*

**SCHEDULE “A1”**

**LEGAL DESCRIPTION OF PROPERTY A LAND**

Land is registered in *[“X”one*]:

 LT ABSOLUTE

⁪ LT CONVERSION QUALIFIED

 LT ABSOLUTE PLUS

*[ Insert PIN references and thumbnail legal description(s) ]*

**SCHEDULE “A2”**

**LEGAL DESCRIPTION OF PROPERTY B LAND**

Land is registered in *[“X”one*]:

 LT ABSOLUTE

⁪ LT CONVERSION QUALIFIED

 LT ABSOLUTE PLUS

*[ Insert PIN references and thumbnail legal description(s) ]*

**SCHEDULE “B1”**

 **PROPERTY A LAND - ENCUMBRANCES/QUALIFICATIONS**

**PART I – General Qualifications**

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.

2. Any municipal by-laws or regulations affecting the Property A Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws and codes, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom.

3. Any rights of expropriation, access or user conferred or reserved in any statute of Canada or Ontario in respect of which the Owner has not received any notices.

**PART II – Specific Encumbrances**

1. *[ Insert as applicable ]*

*[* ***Notes Schedule “B1” Part II****:*

1. *only list existing encumbrances that have NOT been postponed to the Agreement and, therefore, have priority over the Agreement; encumbrances that do not have priority over the Agreement are not to be included - a brief description of each encumbrance, which states the instrument number, date of registration, applicable parties and description of interest, should be included;*
2. *reference plans should not be separately listed, as they are not encumbrances;*
3. *a postponement of one existing instrument to another existing instrument should not be separately listed, rather, reference to a postponement should be included under the initial reference to the applicable instrument being postponed and listed in separate un-numbered statements (eg. Postponed to Instrument No. “X” being [ brief description ] by Postponement of Interest registered on “xxxx” as Instrument No.“Y”);*

**SCHEDULE “B2”**

 **PROPERTY B LAND - ENCUMBRANCES/QUALIFICATIONS**

**PART I – General Qualifications**

1. Any inchoate lien accrued but not yet due and payable for provincial taxes, municipal taxes, charges, rates or assessments, school rates or water rates.

2. Any municipal by-laws or regulations affecting the Property B Land or its use and any other municipal land use instruments including, without limitation, official plans and zoning and building by-laws and codes, as well as decisions of the Committee of Adjustment or any other competent authority permitting variances therefrom.

3. Any rights of expropriation, access or user conferred or reserved in any statute of Canada or Ontario in respect of which the Owner has not received any notices.

**PART II – Specific Encumbrances**

1. *[ Insert as applicable ]*

*[* ***Notes Schedule “B2” Part II****:*

1. *only list existing encumbrances that have NOT been postponed to the Agreement and, therefore, have priority over the Agreement; encumbrances that do not have priority over the Agreement are not to be included - a brief description of each encumbrance, which states the instrument number, date of registration, applicable parties and description of interest, should be included;*
2. *reference plans should not be separately listed, as they are not encumbrances;*
3. *a postponement of one existing instrument to another existing instrument should not be separately listed, rather, reference to a postponement should be included under the initial reference to the applicable instrument being postponed and listed in separate un-numbered statements (eg. Postponed to Instrument No. “X” being [ brief description ] by Postponement of Interest registered on “xxxx” as Instrument No.“Y”);*