
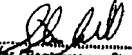


FOR OFFICE USE ONLY

Sc. 99507 

**Certificate of Receipt**  
Certificat de Récépissé

MAR 11 2003 14:58




Land Registrar / Régistrateur: Simcoe #51 Barrie

New Property Identifiers

Additional: See Schedule

Executions

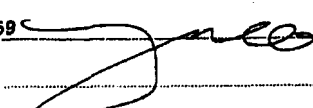
Additional: See Schedule

(1) Registry <input type="checkbox"/>	Land Titles <input checked="" type="checkbox"/>	(2) Page 1 of 12 pages 
(3) Property Identifier(s) 59259	Block 0001	Property Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document By-law 5 - Simcoe Standard Condominium Plan 259		
(5) Consideration Dollars \$		
(6) Description All of the Units and Common Elements comprising of the property included in Simcoe Standard Condominium Plan No. 259. City of Barrie County of Simcoe		
(7) This Document Contains	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

(8) This Document provides as follows:  
By-law 5 attached.

Continued on Schedule



(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature		
		Y	M	D
SIMCOE STANDARD CONDOMINIUM CORPORATION NO. 259		2000	02	10
BY ITS SOLICITOR				
ZWICKER, Milton Wedman				

(11) Address for Service: 2 Toronto Street, Barrie, Ontario, L4M 5R4

(12) Party(ies) (Set out Status or Interest) Name(s)	Signature(s)	Date of Signature		
		Y	M	D

(13) Address for Service

(14) Municipal Address of Property 2 Toronto Street Barrie, Ontario L4M 5R4	(15) Document Prepared by: Milton W. Zwicker Zwicker Evans Lewis LLP Barristers and Solicitors 93 Coldwater Street East Orillia, Ontario, L3V 6J7	Fees and Tax	
		Registration Fee	
		Total	

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**Certificate in respect of a by-law**

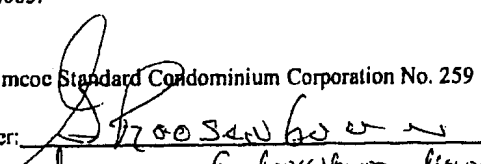
(Under subsection 56(9) of the *Condominium Act, 1998*)

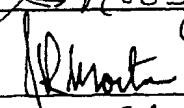
Simcoe Standard Condominium Corporation No. 259 (known as the "Corporation") certifies that:

1. The copy of By-law Number 5 attached hereto is a true copy of the By-law, which is in full force and effect;
2. The By-law was made in accordance with the *Condominium Act, 1998*;
3. The owners of a majority of the units of the corporation have voted in favour of confirming the By-law.

Dated this 6th day of ~~February~~<sup>March</sup>, 2003.

Simcoe Standard Condominium Corporation No. 259

Per:   
G. Hoesenboom - President

Per:   
J. L. Morton, VP

*I have authority to bind the Corporation.*

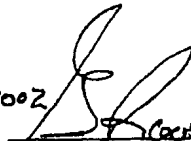
By-Law No 5  
(A by-law to grant an Easement Over Part 1, Plan 51R-31129)

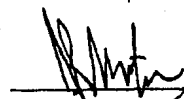
BE IT ENACTED and it is hereby enacted as a By-Law of Simcoe Standard Condominium Corporation Number 259 ("Corporation") as follows:

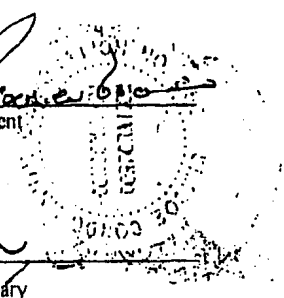
- 1 The Corporation hereby agrees transfer the rights and easements as described in Schedule "A" attached hereto in favour of the owner of the Phase II lands described as the Dominant Lands in Schedule A.
- 2 ENACTED AND PASSED by the Board on November 30, 2002 and confirmed without amendment by the owners of a majority of the units on December 19, 2002.

Witness hands of the signing officers

19th day of December 2002

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary



**Schedule "A" to By-Law 5 of  
Simcoe Standard Condominium Corporation No 259**

The Transferor hereby transfers the rights and easements as hereinafter enumerated to and in favour of the Transferee. The Transferee is the owner of those lands in the City of Barrie, County of Simcoe, namely: Part of the east part of Lot 24, Concession 5, in the Geographic Township of Vespra, and part of Lot 65, east side of High Street, registered Plan 115, all in the City of Barrie, in the County of Simcoe and more particularly designated as Parts 1, 4, 5, 7 and 8 on Plan 51R-30860, save and except Part 1 on Plan 51R-31129 (the "Dominant Lands")

1. A free, uninterrupted, unobstructed, exclusive easement, in perpetuity, in favour of the Transferee, its successors and assigns over, along, under and upon ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Barrie, County of Simcoe, namely:

The east part of Lot 24, Concession 5, in the Geographic Township of Vespra, being part of the common elements of Simcoe Standard Condominium Corporation No. 259 ("SSCC 259"), registered in the Land Registry Office for the Land Titles Division of Simcoe (No. 51), designated as Part 1 on Plan 51R-31129 (the "Easement Lands") for the following purposes

- (a) to enter on and install, construct, maintain, inspect, examine, add to, alter, repair and keep in good condition, remove, replace, reconstruct, supplement, operate and occupy buildings, structures, improvements and all appurtenances thereto, which may in the sole, absolute and unfettered discretion of the Transferee be necessary, desirable or required;
- (b) to enter and lay down, install, construct, maintain, open, inspect, add to, alter, repair and keep in good condition, remove, replace, reconstruct, supplement and operate any and all utility or quasi utility (whether private or public) services of any nature or kind including without limitation sanitary and storm sewers, water service, hydro-electric and gas services, telephone and cable television services, air conditioning equipment, fire protection and waste disposal systems, and all cables, wires, lines, pipes and appurtenances necessary or incidental thereto;
- (c) for the purpose of pedestrian thoroughfare and vehicular ingress and egress for the Transferee and any subsequent owner or owners of the Dominant Lands, or part thereof and their servants, agents, tenants, invitees, contractors and other persons duly authorized by the Transferee at all times and from time to time to pass and repass for all purposes necessary or incidental to the exercise and enjoyment of the aforesaid right and easement and for ingress and egress from the buildings, structures, improvements and all appurtenances thereto constructed or to be constructed on the Dominant Lands;
- (d) for the servants, agents, independent contractors, invitees, workmen and other persons duly authorized by the Transferee at all times and from time to time to enter on the Easement Lands with all necessary machinery, material, men, vehicles and equipment necessary to install, construct, maintain, inspect, examine, add to, alter, repair and keep in good condition, remove, replace, reconstruct, supplement and operate the buildings, structures, improvements and all appurtenances thereto and to otherwise pass and repass for all purposes necessary or incidental to the exercise and enjoyment of the aforesaid right and easement; and
- (e) for the continuing structural support at all times permitting the buildings, structures and improvements constructed or situate from time to time on the Dominant Lands and requiring, for their stability, support from the Easement Lands, whether lateral or subjacent, to be supported, upheld and maintained by the Easement Lands

## 2 Provided that:

- (a) the Transferor shall not obstruct the Easement Lands so as to prevent the exercise and enjoyment of the aforesaid rights and easements;
- (b) the Transferee shall be responsible at its sole cost and expense for all maintenance necessitated by the use of the within rights and easements and shall clean, repair and maintain in compliance with all municipal by-laws and standards and as a reasonable and prudent owner, all buildings constructed upon the Easement Lands;
- (c) all references herein to the Transferor shall be deemed to include the successors and assigns of the Transferor and all references herein to the Transferee shall be deemed to include the successors and assigns of the Transferee and the subsequent owners from time to time of any part or parts of the Dominant Lands;
- (d) the Transferor covenants with the Transferee that it has the right to convey the said rights and easements, as aforesaid, to the Transferee, notwithstanding any act of the Transferor and that the Transferor has taken all required statutory acts and proceedings to convey the said rights and easements;
- (e) the Transferor covenants and agrees with the Transferee that the Transferee shall have quiet possession of the said rights and easements, free from all mortgages, charges, liens, and encumbrances whatsoever;
- (f) the Transferor covenants and agrees with the Transferee that it will execute such further assurances of the said rights and easements as may be requisite;
- (g) The Transferee shall be liable for and indemnify and save harmless the Transferor from all losses, liabilities, damages, costs, claims, suits or actions in connection with or growing out of:
  - (i) any breach, violation or non-performance of any covenant, condition, agreement or other obligation contained in this Easement on the part of the Transferee to be fulfilled, kept, observed and performed;
  - (ii) any damage to property and any injury to any person including death, resulting or occasioned by any wrongful act, default, omission or negligence of the Transferee or those for whom it is in law responsible, of the Dominant and Easement Lands, or the Building, or any part thereof;
  - (iii) any increase in the insurance premiums and the property tax assessment arising from or occasioned from the construction of buildings, structures or improvements by the Transferee on the Easement Lands.

