



# Document General

Form 4 - Land Registration Reform Act

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<div style="text-align: center;"><b>AT 4478203</b> <b>CERTIFICATE OF RECEIPT</b> <b>RÉCÉPISSÉ</b> <b>TORONTO (66)</b>  <b>FEB 02 2017 12:24</b>  <b>LAND REGISTRAR</b>   <small>New Property Identifiers</small> <div style="text-align: right;"><small>Additional: See Schedule</small> <input type="checkbox"/></div></div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"><small>Executions</small> <div style="text-align: right;"><small>Additional: See Schedule</small> <input type="checkbox"/></div></div>	<div style="display: flex; justify-content: space-between;"><div>(1) Registry <input type="checkbox"/> Land Titles <input checked="" type="checkbox"/></div><div>(2) Page 1 of 4 pages</div></div>												
	<div style="display: flex; justify-content: space-between;"><div>(3) Property Identifier(s) <b>76566-0001 to 76566-0976LT)</b></div><div style="text-align: right;"><small>Additional: See Schedule</small> <input type="checkbox"/></div></div>												
	(4) Nature of Document <b>Condominium By-Law No. 6 Condominium Act, 1998, S. 56</b>												
	(5) Consideration <b>Nil</b> <div style="text-align: right;"><small>Dollars \$ Nil</small></div>												
	(6) Description <b>All units and common elements comprising the property included in Toronto Standard Condominium Plan No. 2566 in the City of Toronto, Land Titles Division of the Toronto Registry Office (No. 66)</b>												
<div style="display: flex; justify-content: space-between;"><div>(7) This Document Contains <input type="checkbox"/></div><div>(a) Redescription New Easement Plan/Sketch <input type="checkbox"/></div><div>(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/></div></div>													
(8) This Document provides as follows:  <div style="text-align: center; margin-top: 20px;"><b>See Schedule for By-law No. 6 and Certificate</b></div> <div style="text-align: right; margin-top: 10px;"><small>Continued on Schedule</small> <input type="checkbox"/></div>													
(9) This Document relates to instrument number(s)													
(10) Party(ies) (Set out Status or Interest) Name(s) <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"><div style="width: 45%;"><b>TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566</b></div><div style="width: 45%; text-align: center;"><div style="font-size: 1.5em; margin-bottom: 5px;"></div><div>Name: <b>Elio Zoffranieri</b> Title: <b>President</b> I have authority to bind the Corporation</div></div></div> <div style="display: flex; justify-content: flex-end; align-items: center; margin-top: 10px;"><div style="text-align: center;">Date of Signature Y M D</div><div style="border: 1px solid black; padding: 5px; margin-left: 10px;"><div style="display: flex; justify-content: space-between;"><div>2017</div><div>01</div><div>23</div></div></div></div>													
(11) Address for Service <b>4800 Dufferin Street, Toronto, Ontario, M3H 5S9</b>													
(12) Party(ies) (Set out Status or Interest) Name(s) <div style="display: flex; justify-content: space-between; align-items: flex-start; margin-top: 10px;"><div style="width: 45%;"></div><div style="width: 45%; text-align: center;"><div style="font-size: 1.5em; margin-bottom: 5px;"></div><div></div></div></div> <div style="display: flex; justify-content: flex-end; align-items: center; margin-top: 10px;"><div style="text-align: center;">Date of Signature Y M D</div><div style="border: 1px solid black; padding: 5px; margin-left: 10px;"><div style="display: flex; justify-content: space-between;"><div></div><div></div><div></div></div></div></div>													
(13) Address for Service													
(14) Municipal Address of Property  <b>255 Village Green Square Toronto, Ontario</b>	(15) Document Prepared by:  <b>Harry Herskowitz DeiZotto, Zorzi LLP 4810 Dufferin St, Suite D North York, ON M3H5S8</b>												
<div style="display: flex; justify-content: space-between;"><div style="width: 60%;"><div style="display: flex; justify-content: space-between;"><div style="width: 40%;"><small>FOR OFFICE USE ONLY</small></div><div style="width: 60%;"><table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th colspan="2" style="text-align: left; padding: 5px;"><b>Fees and Tax</b></th></tr></thead><tbody><tr><td style="width: 60%; padding: 5px;">Registration Fee</td><td style="width: 40%;"></td></tr><tr><td style="padding: 5px;"></td><td></td></tr><tr><td style="padding: 5px;"></td><td></td></tr><tr><td style="padding: 5px;"></td><td></td></tr><tr><td style="padding: 5px;">Total</td><td></td></tr></tbody></table></div></div></div><div style="width: 35%;"></div></div>		<b>Fees and Tax</b>		Registration Fee								Total	
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Total													

**THE CONDOMINIUM ACT, 1998**  
**CERTIFICATE IN RESPECT OF A BY-LAW**  
 (under subsection 56(9) of the *Condominium Act, 1998*)

Toronto Standard Condominium Corporation No. 2566 (hereinafter referred to as the "Corporation") certifies that:

1. The copy of By-law Number 6, attached hereto as Schedule "A", is a true copy of the said by-law;
2. The said by-law was made in accordance with the provisions of the *Condominium Act, 1998*; and
3. The owners of a majority of the units of the Corporation have voted in favour of confirming the said by-law.

Dated this 23<sup>rd</sup> day of January, 2017.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566

Per: \_\_\_\_\_

  
 Elio Zoffranieri, President

I have authority to bind the Corporation

SCHEDULE "A"TO CERTIFICATE IN RESPECT OF A BY-LAW OFTORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566

(hereinafter referred to as this or the "Condominium" or this or the "Corporation")

BY-LAW NUMBER 6

WHEREAS in addition to those words, terms or phrases specifically defined elsewhere in this by-law, the words, terms or phrases defined in this Condominium's declaration shall have the same meanings respectively ascribed to them in the said declaration, whenever same are used or referred to in this by-law;

AND WHEREAS Metrogate Inc. (hereinafter referred to as the "Declarant") has installed a permanent ground water drainage and filtration system (including all pipes, drains, filters, screens, and all other equipment appurtenant thereto) within the confines of this Condominium (hereinafter referred to as the "Ground Water Filtration System"), for the purposes of cleaning and filtering the ground water that emanates from or through this Condominium's building foundation (and appurtenant drainage system), and prior to the registration of this Condominium the Declarant entered into a storm sewer ground water discharge agreement with the City of Toronto in connection therewith (hereinafter referred to as the "Declarant's Ground Water Discharge Agreement");

AND WHEREAS this Condominium shall be obliged to enter into (and abide by and comply with): (i) an assignment/assumption agreement with the Declarant and the City of Toronto, evidencing this Condominium's assumption of all obligations of the Declarant arising under the Declarant's Ground Water Discharge Agreement (hereinafter referred to as the "Ground Water Discharge Assumption Agreement"); or alternatively (ii) a storm sewer ground water discharge agreement directly with the City of Toronto, which may be similar to (but not necessarily identical to) the Declarant's Ground Water Discharge Agreement (hereinafter referred to as the "Condominium's Ground Water Discharge Agreement"), pursuant to which the ground water emanating from the lands upon which this Condominium has been developed shall be filtered and cleansed (by and through the Ground Water Filtration System) before same is drained into the City of Toronto's storm sewer system, together with the requirement that said ground water shall be tested periodically to ensure that same is clean filtered water (or water that meets the City of Toronto's tolerance levels or standards), and the Ground Water Filtration System shall be maintained and repaired by or on behalf of this Condominium on an ongoing basis and kept in good working condition and in a good state of repair;

AND WHEREAS this by-law is being enacted to formally authorize and approve of the Condominium's execution and delivery to the City of Toronto of the Ground Water Discharge Assumption Agreement or the Condominium's Ground Water Discharge Agreement, as and when requested or required to do so by the Declarant or the City of Toronto (as the case may be), as well as the Condominium's performance and fulfilment of all obligations arising thereunder or therefrom, and all costs and expenses incurred in connection therewith (hereinafter collectively referred to as the "Ground Water Discharge Obligations"), including without limitation, all periodic testing, monitoring and/or reporting obligations, and all costs and expenses incurred in connection with the operation, maintenance and/or repair of the Ground Water Filtration System, as well as all costs and expenses incurred in connection with (or arising from) the indemnity of the City of Toronto and/or the Declarant with respect to any contravention of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's storm sewer system, as outlined in (or prescribed by) the City of Toronto's *Municipal Code, Chapter 681, as amended*, on the express understanding that all costs and expenses incurred from time to time by this Condominium to fulfil and comply with the provisions of the Ground Water Discharge Assumption Agreement or the Condominium's Ground Water Discharge Agreement (as the case may be), and to perform and fulfil all of the Ground Water Discharge Obligations, shall comprise part of the common expenses of this Condominium;

AND WHEREAS in the course of the development of this Condominium, the Declarant was also required to apply to the Ministry of Environment & Climate Change (the "MOECC") for a permit to take water (namely ground water), and to comply with all ground water discharge requirements and all outstanding and/or ongoing obligations imposed by the MOECC under or pursuant to said permit (hereinafter referred to as the "Declarant's Permit to Take Water"), including without limitation, the obligation to maintain a continuous flow measuring device to measure the flow rate of all ground water emanating from or through this Condominium (or any portion thereof), and to maintain a daily record of the volume of said ground water, and to keep all required ground water collection and discharge records up to date and available for inspection, and to submit the daily ground water collection/discharge data so recorded for the previous year to the MOECC's water taking reporting system, on or before March 31st in every year, and to implement the ground water monitoring and mitigation plan (if any) so outlined in the permit to take water issued by the MOECC (hereinafter collectively referred to as the "Permit to Take Water Obligations");

AND WHEREAS this by-law is being entered into in order to expressly authorize the Condominium to enter into an assumption agreement with the Declarant and the MOECC, in order to formally evidence and confirm the Condominium's assumption of the Declarant's Permit to Take Water, and to assume and comply with all of the Permit to Take Water Obligations, or alternatively, to make a separate and independent application to the MOECC for a permit to take water that will be issued directly to the Condominium (the "Condominium's Permit to Take Water"), and to perform and fulfil all obligations arising thereunder or therefrom, as and when requested or required to do so by the Declarant or the MOECC (as the case may be);

Be it resolved and enacted as a by-law of the Corporation as follows:

1. That the Corporation shall hereafter enter into (and shall abide by and comply with) the Ground Water Discharge Assumption Agreement or the Condominium's Ground Water Discharge Agreement (as the case may be), forthwith upon the request of the Declarant or the City of Toronto to do so, and the Corporation's execution and delivery thereof to and in favour of the City of Toronto, together with the performance and fulfilment of all Ground Water Discharge Obligations arising thereunder or therefrom, including without limitation, all periodic testing, monitoring and/or reporting obligations, and all costs and expenses incurred in fulfilling and complying with all Ground Water Discharge Obligations, inclusive of all costs to operate, maintain and repair the Ground Water Filtration System [as well as all costs and expenses incurred in connection with (or arising from) the indemnity of the City of Toronto and/or the Declarant with respect to any

contravention of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's storm sewer system, as outlined in (or prescribed by) the City of Toronto's *Municipal Code, Chapter 681, as amended*], are hereby expressly authorized, ratified, sanctioned, confirmed and approved;

2. That the Corporation shall also hereafter enter into (and shall abide by and comply with) an assumption agreement with respect to this Condominium's assumption of the Declarant's Permit to Take Water, or shall apply for and procure the Condominium's Permit to Take Water directly from the MOECC (as the case may be), forthwith upon the request of the Declarant or the MOECC to do so, and the Corporation's execution and delivery thereof to an in favour of the MOECC, together with the performance and fulfilment of all obligations arising thereunder or therefrom, and all costs and expenses incurred in connection therewith [including without limitation, all costs and expenses incurred in connection with (or arising from) the indemnity of the MOECC and/or the Declarant with respect to any contravention of the MOECC's requirements applicable to (or emanating from) the permit to take water], are hereby expressly authorized, ratified, sanctioned, confirmed and approved;
3. That the Corporation shall fully indemnify and save each of the City of Toronto and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention by this Condominium of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's storm sewer system, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the City of Toronto and/or the Declarant (or by anyone whose actions or omissions the City of Toronto and/or the Declarant may be vicariously liable, at law or in equity);
4. That the Corporation shall fully indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):
  - a) any claim or proceeding hereafter made or pursued against the Declarant by the City of Toronto because of any breach or contravention of any of the City of Toronto's requirements applicable to foundation drainage and/or ground water discharge into the City of Toronto's storm sewer system, pursuant to the City of Toronto Municipal Code Chapter 681, as amended from time to time, so committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or
  - b) any security heretofore provided or posted by the Declarant with the City of Toronto [ie. to ensure the fulfilment of any outstanding obligations applicable to foundation drainage and/or ground water discharge into the City of Toronto's storm sewer system, pursuant to the City of Toronto Municipal Code Chapter 681, as amended from time to time], being drawn down upon by the City of Toronto (in whole or in part), as a direct or indirect result of any breach or contravention of any such obligations so committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);
5. That the Corporation shall fully indemnify and save each of the MOECC and the Declarant harmless, from and against all actions, suits, proceedings, claims and/or demands which may hereafter be initiated or pursued against either or both of them, by reason of any contravention by this Condominium of the MOECC's requirements in connection with the permit to take water involving this Condominium, save and except for any claims or demands arising out of any negligent or wilful act or omission committed by the MOECC and/or the Declarant (or by anyone whose actions or omissions the MOECC and/or the Declarant may be vicariously liable, at law or in equity);
6. That the Corporation shall fully indemnify and save the Declarant harmless, from and against all costs, claims, damages and/or liabilities which the Declarant may hereafter suffer or incur as a result of (or in connection with):
  - a) any claim or proceeding hereafter made or pursued against the Declarant by the MOECC because of any breach or contravention of any of the MOECC's requirements in connection with the permit to take water involving this Condominium, so committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity); and/or
  - b) any security heretofore provided or posted by the Declarant with any governmental authority or agency [ie. to ensure the fulfilment of any outstanding obligations arising from or in connection with the permit to take water involving this Condominium] being drawn down upon (in whole or in part), as a direct or indirect result of any breach or contravention of any such obligations so committed by the Corporation (or by anyone else for whose actions or omissions the Corporation is liable, at law or in equity);
7. That any officer of the Corporation be and he or she is hereby authorized to execute, on behalf of the Corporation, the Ground Water Discharge Assumption Agreement or the Condominium's Ground Water Discharge Agreement (as the case may be), as well as all documents and instruments in connection with the Condominium's assumption of the Declarant's Permit to Take Water or the Condominium's Permit to Take Water (as the case may be), with or without the seal of the Corporation affixed thereto, together with all other documents and instruments which are ancillary thereto, and all amendments and/or addendums thereto from time to time. The affixation of the corporate seal of the Corporation to all such documents and instruments is hereby authorized, ratified, sanctioned, confirmed and approved.

The foregoing by-law is hereby enacted as By-Law No. 6 of Toronto Standard Condominium Corporation No. 2566.

Dated this 23<sup>rd</sup> day of January, 2017.

TORONTO STANDARD CONDOMINIUM CORPORATION NO. 2566

Per: \_\_\_\_\_

Ello Zornaghi - President

I have authority to bind the Corporation