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THIS INDENTURE made the 21 day of September , 1964 .

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT.

B E T W E E N :

RICE CONSTRUCTION COMPANY, LIMITED  
AND FOREST GLENN (DIXIE) LIMITED  
BOTH PRIVATE ONTARIO COMPANIES  
CARRYING ON BUSINESS IN PARTNERSHIP  
AS FOREST GLENN.

Hereinafter called the "Grantor",

THE BELL TELEPHONE COMPANY OF CANADA,

Hereinafter called the "First Grantee"

AND

HYDRO-ELECTRIC COMMISSION OF THE  
TOWNSHIP OF TORONTO

Hereinafter called the "Second Grantee"

WHEREAS the Grantor owns the lands described in Schedule "C" hereto annexed.

NOW THIS INDENTURE WITNESSETH that, in consideration of the sum of Two (\$2.00) Dollars paid to the Grantor (receipt of which is acknowledged) the Grantor hereby grants unto the First Grantee and Second Grantee jointly and severally the rights and easement hereinafter described (to be used and enjoyed as appurtenant to the respective lands of the First Grantee described in Part I of Schedule "B" hereto and of the Second Grantee described in Part II of Schedule "B" hereto) namely:

The free, uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain their respective underground lines of telephone, telegraph, telecommunication and electric power and service wires (forming part of their respective continuous circuits between their respective lands as described in Parts I and II of Schedule "B" hereto and the Premises of their respective subscribers) including all buried wires, service wires and cables, conduits, markers, fixtures, and all equipment, appurtenances or accessories thereto whether buried or surface mounted, as they, the 1st. and 2nd. Grantees may from time to time, or at any time hereafter deem requisite, upon, over, under, along and across the lands described in Schedule "A" hereto, and to enter on and construct, repair, replace, operate and maintain all such service wires and all appurtenances thereto as the First and Second Grantees may from time to time or at any time hereafter deem requisite upon, over, under, along and across the lands described in Schedule "A" hereto and such portions of the lands of the Grantor adjacent thereto and lying within the limits of the lands described in Schedule "C", as may from time to time be unencumbered by any building or other structure, fences excepted, FOR THE PURPOSE of furnishing telephone and hydro-electric services to the premises from time to time existing on the lands herein presently owned by the Grantor and adjoining lands;

AS WELL AS the free uninterrupted and unobstructed right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain, for temporary periods, the duration of which periods to be at the discretion of the 1st. and 2nd. Grantees their respective lines of telephone, telegraph and telecommunication and electric power and service wires (forming part of their respective continuous lines between their respective lands as described in Parts I and II of Schedule "B" hereto and the premises of their respective subscribers) all necessary poles, wires, service wires and cables, overhead guys, anchors, equipment, appurtenances or accessories thereto as they, the First and Second Grantees, may from time to time or at any time hereafter deem requisite, upon, over, under, along and across the lands described in Schedule "A" hereto and to enter on and construct, repair, replace, operate and maintain all such service wires and all appurtenances thereto as the First and Second Grantees may from time to time or at any time hereafter deem requisite upon, over, under, along and across the lands described in Schedule "A" hereto and such portions of the lands of the Grantor adjacent thereto and lying within the limits of the lands described in Schedule "C", as may from time to time be unencumbered by any building or other structure, fences, excepted, FOR THE PURPOSE of furnishing telephone and hydro-electric services to the premises from time to time existing on the lands herein presently owned by the Grantor and adjoining lands;

TOGETHER WITH the rights of free, uninterrupted and unobstructed access for the First and Second Grantees, their respective servants, agents, workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incidental to the exercise and enjoyment of the rights hereby transferred over such portion of the lands herein presently owned by the Grantor as may from time to time be unencumbered by any building or other structure, fences, excepted, to and from the lands described in Schedule "A" hereto;

AND TOGETHER WITH the right to attach other wires and cables and to permit the attachment of the wires and cables of any other company or commission for the purpose only of supplying a public utility service to the premises from time to time existing on the lands herein presently owned by the Grantor and adjoining lands;

TOGETHER ALSO WITH the right to trim, any trees and brush upon, over, under, along or across the lands herein presently owned by the Grantor so as to keep the wires and cables clear at least two feet in any direction and to erect and set the necessary guy and brace poles and anchors on the lands described in Schedule "A" hereto, and to attach thereto and to trees the necessary guy wires;

PROVIDED that any footings or overhangings, including eaves, eaves-troughs, downpipes, window sills and chimney breasts of any building or buildings erected or to be erected on the lands herein presently owned by the Grantor shall not be deemed to be encroachments upon any flankage easement hereby transferred which may be adjacent thereto, but this proviso shall not apply to or affect any rear easement hereby transferred.

The Grantees covenant that they will restore the surface of the lands described in Schedules "A" and "C" hereto to its approximate same condition and approximate same level after the original installation of any service, and any excavations that may be necessary from time to time for maintenance of such service as may have at any time been installed.

And the Grantor agrees to maintain the lands described in Schedule "A" free of buildings or other structures, new shade or ornamental trees, and make no alteration to the grade or drainage conditions of these lands without the written consent of the First and Second Grantees.

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their respective heirs, executors administrators, successors and assigns.

IN WITNESS WHEREOF the parties hereto have executed these presents.

SIGNED, SEALED AND DELIVERED  
In the presence of:

RICE CONSTRUCTION CO., LIMITED

Per: Louis M. Rice  
PRES.

M. C. Rice  
SECY-TREAS.

FOREST GLENN (DIXIE) LIMITED

Per: W. J. Taylor  
PRESIDENT

L. A. Vinton  
SECRETARY-TREASURER

Both private Companies carrying on business in partnership as Forest Glenn.

THE BELL TELEPHONE COMPANY OF CANADA

Per: O. A. ...  
VICE-PRESIDENT AND GENERAL MANAGER

W. J. ...  
ASSISTANT SECRETARY

HYDRO-ELECTRIC COMMISSION OF THE TOWNSHIP OF TORONTO

Per: W. J. ...  
Chairman

Bill Fleming  
Acting Secretary

*Handwritten notes and signatures on the left side of the page, including a large signature at the top and several smaller ones below.*

*Blackwell*

T.T.H.E.C.	
PAYMENTS RECEIVED	
TOWNSHIP	
OWNER	
AMOUNT	
TERMS APPROVED	<i>[Signature]</i>

SCHEDULE "A"

referred to in the annexed Indenture made the 8th day of September 19 64.

B E T W E E N :

~~FOREST GLENN LIMITED~~  
RICE CONSTRUCTION CO., LIMITED AND FOREST GLENN  
(DIXIE) LIMITED BOTH PRIVATE ONTARIO COMPANIES  
CARRYING ON BUSINESS IN PARTNERSHIP AS  
FOREST GLENN.

Hereinafter called the "Grantor",  
THE BELL TELEPHONE COMPANY OF CANADA,  
Hereinafter called the "First Grantee",

AND

HYDRO-ELECTRIC COMMISSION OF THE  
TOWNSHIP OF TORONTO

Hereinafter called the "Second Grantee"

ALL AND SINGULAR those certain parcels or tracts of land and premises situate, lying and being in the Township of Toronto, in the County of Peel, in the Province of Ontario and being composed of the following parts of the plan registered in the Registry Office for the Registry Division of the County of Peel as No. 719

1. The rear 5 feet of lots 1 to 20, 21, 22 to 40, 41, 42, 43 to 68, 69 to 85, 86 to 97, 98, 99, 100 to 102, 103, 104 105, 106 to 115, 116 to 141, 142 to 162, 163 to 174, 175 to 206, 207 to 233, 234 to 257, 258 to 297, 298 to 317, 318 to 337, 338 to 370, 371 to 374 inclusive.
2. The south-westerly 4 feet of lot 3 adjacent to lot 2.
3. The north-easterly 4 feet of lot 3 adjacent to lot 9.
4. The north-easterly 4 feet of lot 19 adjacent to lot 20.
5. The north-westerly 4 feet of lot 23 adjacent to lot 22.
6. The north-westerly 4 feet of lot 30 adjacent to lot 29.
7. The south-easterly 4 feet of lot 42 adjacent to lot 43.
8. The northerly 4 feet of lot 55 adjacent to lot 56.
9. The north-westerly 4 feet of lot 61 adjacent to lot 62.
10. The south-easterly 4 feet of lot 89 adjacent to lot 90.
11. The southerly 4 feet of lot 98 adjacent to lot 99.
12. The south-easterly 4 feet of lot 109 adjacent to lot 108.

SCHEDULE "A"

13. The south-easterly 4 feet of lot 122 adjacent to lot 123.
14. The north-westerly 4 feet of lot 135 adjacent to lot 136.
15. The south-easterly 4 feet of lot 145 adjacent to lot 146.
16. The south-westerly 4 feet of lot 157 adjacent to lot 156.
17. The north-easterly 4 feet of lot 169 adjacent to lot 168.
18. The south-westerly 4 feet of lot 174.
19. The south-easterly 4 feet of lot 176 adjacent to lot 177.
20. The north-westerly 4 feet of lot 182 adjacent to lot 181.
21. The south-easterly 4 feet of lot 187 adjacent to lot 188.
22. The south-westerly 4 feet of lot 200 adjacent to lot 199.
23. The north-easterly 4 feet of lot 213 adjacent to lot 212.
24. The north-easterly 4 feet of lot 228 adjacent to lot 229.
25. The south-westerly 4 feet of lot 238 adjacent to lot 239.
26. The south-westerly 4 feet of lot 253 adjacent to lot 252.
27. The south-easterly 4 feet of lot 259 adjacent to lot 258.
28. The south-easterly 4 feet of lot 264 adjacent to lot 263.
29. The north-easterly 4 feet of lot 274 adjacent to lot 273.
30. The north-easterly 4 feet of lot 287 adjacent to lot 288.
31. The south-westerly 4 feet of lot 300 adjacent to lot 299.
32. The south-westerly 4 feet of lot 319 adjacent to lot 308.
33. The north-easterly 4 feet of lot 323 adjacent to lot 322.
34. The south-westerly 4 feet of lot 333 adjacent to lot 332.
35. The north-westerly 4 feet of lot 339 adjacent to lot 340.
36. The south-easterly 4 feet of lot 351 adjacent to lot 352.
37. The north-westerly 4 feet of lot 361 adjacent to lot 360.
38. The north-westerly 4 feet of lot 365 adjacent to lot 366.
39. The north-westerly 6 feet of Block "A" adjacent to lots 298 to 317 inclusive.
40. The south-easterly 6 feet of Block "A" adjacent to Block "B" and "C".
41. The north-westerly 6 feet of Block "B" adjacent to Block "A".

SCHEDULE "A"

42. The south-westerly 6 feet of Block "B" adjacent to Block "A".
43. The south-westerly 6 feet of Block "C" adjacent to Block "A".
44. The north-easterly 6 feet of Block "C" adjacent to Block "A".
45. The south-easterly 6 feet of Block "C" adjacent to Block "A".
46. The south-westerly 6 feet of Block "C" adjacent to Block "B".
47. The north-westerly 6 feet of Block "D" adjacent to Block "C".
48. The north-easterly 6 feet of Block "D" adjacent to Block "C".
49. The north-westerly 6 feet of Block "E" adjacent to lot 258 and Block "M".
50. The south-westerly 6 feet of Block "F".
51. The north-easterly 6 feet of Block "F" adjacent to Block "H".
52. The South-westerly 6 feet of Block "H" adjacent to Block "F".
53. The north-westerly 6 feet of Block "G" adjacent to Block "N".
54. The north-easterly 6 feet of Block "G" adjacent to Block "P".
55. The south-westerly 6 feet of Block "G" adjacent to Block "J".
56. The north-easterly 6 feet of Block "J" adjacent to Blocks "K" and "L".
57. The north-westerly 6 feet of Block "L" adjacent to lots 191 to 206 inclusive.
58. The south-westerly 6 feet of Block "L".
59. The south-westerly 6 feet of Block "M" adjacent to lots 253 to 257 inclusive and lot 257.
60. The south-westerly 6 feet of Block "W" adjacent to Block "J".
61. The south-easterly 6 feet of Block "W" adjacent to Block "Q".
62. The north-westerly 6 feet of Block "N" adjacent to Block "J".
63. The south-easterly 6 feet of Block "J" adjacent to Block "O".
64. The north-easterly 6 feet of Block "J" adjacent to Block "O".
65. The north-westerly 6 feet of Block "O" adjacent to Block "J".
66. The north-easterly 6 feet of Block "O" adjacent to Block "J".
67. The north-westerly 6 feet of Block "P" adjacent to Block "Q".
68. The south-westerly 6 feet of Block "P" adjacent to Block "S".
69. The south-westerly 6 feet of Block "Q" adjacent to Block "N".
70. The south-easterly 6 feet of Block "Q" adjacent to Block "P".

SCHEDULE "B"

referred to in the annexed Indenture made the 21 day of September, 1964 .

B E T W E E N :

CO.,  
RICE CONSTRUCTION COMPANY, LIMITED  
AND FOREST GLENN (DIXIE) LIMITED  
BOTH PRIVATE ONTARIO COMPANIES  
CARRYING ON BUSINESS IN PARTNERSHIP  
AS FOREST GLENN.

Hereinafter called the "Grantor",

THE BELL TELEPHONE COMPANY OF CANADA,

Hereinafter called the "First Grantee",

AND

HYDRO-ELECTRIC COMMISSION OF THE  
TOWNSHIP OF TORONTO

Hereinafter called the "Second Grantee"

PART I

ALL AND SINGULAR that certain parcel of land and premises in the City of Toronto in the County of York and Province of Ontario being composed of those parts of Town Lots Nos. 5 and 6 on the North Side of Adelaide Street West, more particularly described in Instruments registered in the Registry Office for the Registry Division of Toronto as Numbers 47268-S, 28922-P, 15831-S, 41547-S, 47269-S and 51257-S.

PART II

ALL AND SINGULAR that certain parcel of land and premises situate, lying and being in the Township of Toronto, in the County of Peel and Province of Ontario, being composed of part of Lot 15, Concession 1, South of Dundas Street, as more particularly described in Instrument registered in the Registry Office for the Registry Division of the County of Peel as No. 91219.





172 957

TORONTO TOR.

(1966)

I certify that the within instrument is duly entered and registered in the Registry Office for the Registry Division of the County of Peel.

For WALTER J. L. L. L. AT

4:30 o'clock P.M. on 26 OCT 1964

A.D. No. 172957

Stewart Beatty Registrar

67  
26/10/64  
Walter J. L. L. L.  
Proctor

THIS INSTRUMENT.  
PROPERTY OF  
THE REGISTRY OFFICE FOR  
THE COUNTY OF PEEL