

E-2

THIS INDENTURE made the 21st day of June , 19 65  
IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT.

B E T W E E N :

S. B. McLaughlin Associates Limited

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 considera-  
tion 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 sever-  
ally 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:

Right to  
install  
"mains" and  
services  
on ease-  
ments.

The free, uninterrupted and unobstructed right and  
easement in perpetuity to enter on and construct, repair, re-  
place, operate and maintain their respective underground lines  
of telephone, telegraph, telecommunication, television and  
electric power and service wires (forming part of their res-  
pective continuous circuits between their respective lands  
as described in the respective parts of Schedule "B" hereto  
and the Premises of their respective subscribers) including  
all buried wires, service wires and cables, conduits, mar-  
kers, fixtures, and all equipment, appurtenances or accessor-  
ies thereto whether buried or surface mounting as they, the  
above Grantees may from time to time, or at any time here-  
after deem requisite, upon, over, under, along and across  
the lands described in Schedule "A" hereto;

Right to  
install  
services  
from mains  
to subscri-  
bers' pre-  
mises.

As well as to enter on and construct, repair, re-  
place, operate and maintain all such service wires and all  
appurtenances as the above Grantees may from time to time or  
at any time hereafter deem requisite upon, over, under, along  
and across such portions of 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 furni-  
shing telephone, telecommunication, television or electric  
power services to the premises from time to time existing on  
the lands herein presently owned by the Grantor and adjoin-  
ing lands;

Right to install temporary overhead mains and services on easements.

AS WELL AS 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 above Grantees, their respective lines of telephone, telegraph, telecommunication, television and electric power and service wires (forming part of their continuous lines between their respective lands as described in the respective Parts 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 the above 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;

Right to install temporary overhead services from mains to subscribers' premises.

AS WELL AS enter on, construct, repair, replace, operate and maintain all such service wires and all appurtenances thereto as the above Grantees may from time to time or at any time hereafter deem requisite upon, over, under, along, and across such portions of 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, telecommunication, television or electric power services to the premises from time to time existing on the lands herein presently owned by the Grantor and adjoining lands;

Right of entry for agents and equipment.

TOGETHER WITH the rights of free, uninterrupted and unobstructed access for the above 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;

Right to attach other utility services.

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;

Right to trim trees.

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 from them, at least two feet in any direction; and to erect and set the necessary guys; brace poles and anchors on the lands described in Schedule "A" hereto, and to attach thereto and to trees the necessary guy wires;

Acceptable encroachments on lateral easements.

PROVIDED that any footings or overhangings, including eaves, eavestroughs, 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.

Obligation  
to restore  
surface.

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.

Obligations  
of Grantor.

And the Grantor covenants 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 each of the above 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:

S. B. McLAUGHLIN ASSOCIATES  
LIMITED

Per:

*S. B. McLaughlin*  
S. B. McLaughlin, President

T.T.H.E.C.
PAYMENTS RECEIVED
TOWNSHIP
OWNER
AMOUNT
TERMS APPROVED

*D. King*

*WHP*

B. T. C.
Approved as to form:
<i>ma</i>
Legal Dept. Western Region

THE BELL TELEPHONE COMPANY  
OF CANADA

*F. A. Burgess*  
F. A. Burgess

THE HYDRO-ELECTRIC COMMISSION  
OF THE TOWNSHIP OF TORONTO

*B. McLaughlin*  
B. McLaughlin

SCHEDULE "A"

referred to in the annexed Indenture made the 21st day of June  
19 65

B E T W E E N :

S. B. McLaughlin Associates Limited

AND

Hereinafter called the "Grantor",  
THE BELL TELEPHONE COMPANY OF CANADA,  
Hereinafter called the "First Grantee",  
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. 729

1. Rear six feet of lots 1-18, 19-33, 34-48, 49-51, 52-58, 59-63  
64-66, 67-74, 75-83, 84-95, 96-103, 104-109, 136-152, 153-165 inclusive.
  2. The northeasterly 6 feet of Block "A" adjacent to Block "C"
  3. The northwesterly 6 feet of Block "C"
  4. The southwesterly 6 feet of Block "C" adjacent to Block "A"
  5. The northwesterly 6 feet of Block "D"
  6. The northeasterly 6 feet of Block "D"
  7. The southeasterly 6 feet of Block "E"
  8. The southwesterly 6 feet of Block "E"
  9. The southeasterly 6 feet of Block "F" adjacent to Blocks "G" & "H"
  10. The northeasterly 6 feet of Block "F"
  11. The northwesterly 4 feet of lot 1
  12. The southeasterly 4 feet of lot 5 adjacent to lot 6
  13. The northeasterly 4 feet of lot 16 adjacent to lot 17
  14. The southwesterly 4 feet of lot 21 adjacent to lot 20
- A - [Signature]  
JGB  
[Signature]

Schedule A - Concluded

- ✓ 15. The northeasterly 4 feet of lot 28 adjacent to lot 29
- ✓ 16. The northwesterly 4 feet of lot 38 adjacent to lot 37
- ✓ 17. The southwesterly 4 feet of lot 51
- ✓ 18. The southwesterly 4 feet of lot 52
- ✓ 19. The northeasterly 4 feet of lot 64 adjacent to lot 65
- ✓ 20. The southeasterly 4 feet of lot 71
- ✓ 21. The westerly 4 feet of lot 89 adjacent to lot 90
- ✓ 22. The southwesterly 4 feet of lot 107 adjacent to lot 108
- ✓ 23. The southwesterly 4 feet of lot 130 adjacent to lot 129
- ✓ 24. The northeasterly 4 feet of lot 147 adjacent to lot 146

**SCHEDULE "B"**

referred to in the annexed Indenture made the 21st day of June ,  
19 65.

**B E T W E E N :**

**S. B. McLaughlin Associates Limited**

Hereinafter called the "Grantor",

**THE BELL TELEPHONE COMPANY OF CANADA,**

Hereinafter called the "First Grantee",

**AND**

**INTRO-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.

SCHEDULE "C"

referred to in the annexed Indenture made the 21st day of June ,  
1965 .

B E T W E E N :

S. B. McLaughlin Associates Limited

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 whole of lots 1 to 165 inclusive according to Registered  
Plan 729.

184226

*Don't*

Dated June 21, 1965 A.D.

S.B. McLAUGHLIN ASSOCIATES  
LIMITED

TO

THE HYDRO ELECTRIC COMMISSION  
OF THE TOWNSHIP OF TORONTO

- and -

BELL TELEPHONE CO. OF CANADA

EASEMENT

TORONTO TWP.

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 **TORONTO TWP.** At

4:03 p.m. on 11 AUG 1965

A.D. No. 184226

Registrar

*Wera Porter*

Entered

1729

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

Weir & Markson  
Barristers & Solicitors  
Cooksville, Ontario.