THIS INDENTURE made in duplicate this 2nd day of August one thousand nine hundred and sixty-five.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT, R.S.O. 1960, chapter 372 and amendments thereto

B E T W E E N:

W. D. LOUNT

herein called the "GRANTOR"

OF THE FIRST PART.

- and -

THE CORPORATION OF THE TOWNSHIP OF TORONTO

herein called the "GRANTEE"

OF THE SECOND PART

- and -

HILDA LOCK
LEO HUBICKI
ROSIE HUBICKI
EDGAR OLIPHANT
EVELEEN OLIPHANT
CLARENCE RAYMOND WELLAR
MABEL EDNA WELLAR

herein called the "MORTGAGEES"

OF THE THIRD PART.

WHEREAS the Grantor wishes to convey to the Grantee an easement over certain lands and the Mortgagees have agreed to this being done;

AND WHEREAS the servient tenement of the Grantor is described herein and the dominant tenement of the Grantee consists in the system of pipes of The Corporation of the Township of Toronto situate in the Township together with buildings and plants of the Township situate on land owned by the Township.

WITNESSETH that in consideration of other good and valuable consideration and the sum of Two ($2.00) dollars of lawful money of Canada now paid by each of the parties hereto to the other (the receipt whereof is hereby admitted) the Grantor hereby grants, conveys and transfers unto the Grantee its successors and assigns, forever, the right, interest and easement on, over and under and through the land of the Grantor described in Schedule "A" hereto for the following purposes, namely: to construct, install, operate, maintain, inspect, alter, remove, replace, reconstruct, enlarge and repair sewers and drains and appurtenances; for every such purpose and for all purposes

necessary or incidental to the exercise of the rights hereby created, the Grantee shall have access to the said land at all times by its servants, agents, contractors and its or their vehicles, supplies and equipment.

The land involved is more particularly described in Schedule "A" to this indenture.

The Grantor hereby promises the Township that no other easement will be granted over the land in Schedule "A" prior to registration of this document.

The Grantor, foritself, its successors and assigns, covenants with the Grantee, its successors and assigns to remove from and keep the said land free and clear of any trees, buildings, structures or obstructions; to use the said land only as a lawn, farm operation, garden, flower bed, roadway, driveway or parking area, none of which shall be paved with a hard concrete surface; not to deposit on or remove any fill from said land and not to do or suffer to be done any other thing which might injure or damage the said sewers or drains or water pipes.

The Grantor covenants with the Grantee that it has the right to convey the said easement to the Grantee notwithstanding any act of the said Grantor.

The Grantor covenants with the Grantee that it will execute such further assurances of the said lands in respect of this Grant as may be requisite.

The Grantor releases to the Grantee all its claims upon the estate herewith conveyed.

The Grantee hereby covenants and agrees that in the event of it having to enter upon the lands and do any repairs to the works hereinbefore described that it will restore the surface of the lands to the same condition and plight as they were prior to such repairs being effected.

The Mortgagees of the Third Part hereby consent to the granting of the property rights hereby granted and hereby postpone their mortgage in favour thereof.

IN WITNESS WHEREOF the parties have caused their respective corporate seals to be hereunto affixed attested by the hands of their respective proper officers in that behalf.

THE CORPORATION OF THE TOWNSHIP OF TORONTO

W. D. LOUNT

Reeve

Clerk

HILDA LOCK

LEO HUBICKI

ROSIE HUBICKI

EDGAR OLIPHANT

EVELEEN OLIPHANT

CLARENCE RAYMOND WELLAR

MABEL EDNA WELLAR

PROVINCE of MANITOBA To Wit:

I, Barbara Day
of the City of Winnipeg
in the Province of Manitoba
Rental Agent make oath and say:

1. THAT I was personally present and did see the within or annexed Instrument and all duplicates thereof duly signed, sealed and executed by
W. D. LOUNT
one of the parties thereto.
2. THAT the said Instrument and all duplicates were executed by the said party at the City of Winnipeg
3. THAT I know the said party.
4. THAT I am a subscribing witness to the said Instrument and all duplicates.

SWORN before me at the City of Winnipeg, in the Province of Manitoba, this 23rd day of August, A. D. 1965

Barbara Day

A Notary Public in and for the Province of Manitoba

The Registry Act

AFFIDAVIT AS TO LEGAL AGE

PROVINCE of MANITOBA To Wit:

I, W. D. LOUNT
of the City of Winnipeg
in the Province of Manitoba

in the within instrument named, make oath and say that at the time of the execution of the within instrument,

1. THAT I am of the full age of twenty-one years and that I hold title to the within described lands To Uses.

SWORN before me at the City of Winnipeg in the Province of Manitoba this 23rd day of August A.D. 1965

A Notary Public in and for the Province of Manitoba.

The Registry Act

AFFIDAVIT OF EXECUTION

COUNTY of YORK) I, William Lloyd Andrews Pope of the Township of Etobicoke in the Province of Ontario, Solicitor, make oath and say:

1. THAT I was personally present and did see the within or annexed instrument and all duplicates thereof duly signed, sealed and executed by

HILDA LOCK

LEO HUBICKI

ROSIE HUBICKI

EDGAR OLIPHANT

EVELEEN OLIPHANT

CLARENCE RAYMOND WELLAR

MABEL EDNA WELLAR

seven of the parties thereto.

2. That the said instrument and all duplicates were executed by the said parties at the Township of Toronto, in the County of Peel.

3. That I know the said parties and each is of the full age of twenty-one years

4. That I am a subscribing witness to the said Instrument and all duplicates.

SWORN before me at the Township of Toronto in the County of Peel this 7th day of September A.D. 1965.

A Commissioner for taking Affidavits, etc.

ALL AND SINGULAR that certain parcel or tract of land and premises, situate lying and being in the Township of Toronto, County of Peel, and Province of Ontario, and being composed of part of Lot 1 according to Registered Plan Number B-27, in the said Township of Toronto, and which parcel is more particularly described as follows:

PREMISING that the northeasterly limit of the King's Highway Number 10, as widened by Deposited Plan Number 50033, has an assumed bearing of North 46 degrees, 17 minutes West, and relating all bearings herein thereto.

COMMENCING at the most southerly angle of Lot 1 according to the said Registered Plan B-27.

THENCE on a course of North 46 degrees, 48 minutes West, and along the southwesterly limit of Lot 1, a distance of 72.60 feet.

THENCE on a course of North 46 degrees, 16 minutes West, and continuing along the southwesterly limit of Lot 1, a distance of 72.60 feet.

THENCE on a course of North 39 degrees, 46 minutes East, a distance of 133.00 feet.

THENCE on a course of South 46 degrees, 35 minutes east, a distance of 147.43 feet more or less to the southeasterly limit of said Lot 1.

THENCE on a course of South 40 degrees, 06 minutes, 30 seconds West, and being along the southeasterly limit of Lot 1, a distance of 65.25 feet more or less to the most westerly angle of Lot 2 according to the said Registered Plan Number B-27.

THENCE on a course of South 41 degrees, 20 minutes, 30 seconds West, and continuing along the southeasterly limit of Lot 1, a distance of 67.75 feet more or less to the point of commencement.

187855

DATED AUGUST, 23RD. 1965

TORONTO

Town

I certify that the within instrument is [illegible] registered in the [illegible] the Registry Division of the [illegible] of Peel.

For [illegible] AD

2:30 P [illegible] 20 OCT 1965

A.D. No. 187855

Vera Porter Registrar

W. D. LOUNT 21350

AND

TOWNSHIP OF TORONTO

Entered

B-27

EASEMENT

6 00

Sourlcow

2:30

20/10/65

THIS [illegible] NT [illegible] THE [illegible] FOR [illegible]

W. L. A. POPE, LL.B.
K. R. SHADLOCK, B. A.
Barristers, Solicitors, Notary Public
23 APPLEWOOD VILLAGE
COOKSVILLE, ONTARIO. 277-9453