

THIS INDENTURE made the 30th day of August 1974

342339 VS

BETWEEN:

KANEFF CONSTRUCTION LIMITED, a private company incorporated under the laws of the Province of Ontario, having its head office at the City of Mississauga, in the Regional Municipality of Peel as to an undivided 50% interest and SECOND LEHNDORFF (CANADA) LIMITED a company incorporated under the laws of the Province of Ontario, as Trustee as to the remaining 50% interest,

Hereinafter called the FIRST PARTY,

- and -

BELL CANADA

Hereinafter called the SECOND PARTY,

WHEREAS the First Party owns the lands described in Schedule "A" hereto annexed;

AND WHEREAS the Second Party owns the lands in the City of Toronto described in Schedule "B" hereto annexed and, for the purpose of enabling it to construct, operate, repair and maintain continuous lines of telephone, telegraph, telecommunications and television from the said lands to the premises of various of its subscribers has arranged with the First Party to grant to it the right and easement hereinafter set out for the price or sum hereinafter stated;

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of two (\$2.00) dollars of lawful money of Canada now paid by the Second Party to the First Party, the receipt whereof is hereby acknowledged, the First Party hereby grants to the Second Party, its successors and assigns, to be used and enjoyed as appurtenant to the said lands of the Second Party described in Schedule "B" hereto, the free, uninterrupted and unobstructed right and easement in perpetuity to construct, operate, repair and maintain all such of its lines of telephone, telegraph, telecommunications and television (forming part of its continuous lines between its lands as described in Schedule "B" hereto and the premises of its various subscribers) including all necessary cables (either buried or in conduits or both), conduits, manholes, markers, fixtures and equipment, and all appurtenances thereto as the second Party may from time to time or at any time hereafter deem requisite upon, over, under, along and across that portion of the lands described in Schedule "A" hereto annexed, together with the full right of access to the Second Party, its workmen, vehicles, supplies and equipment at all times and for all purposes and things necessary for or incident to the exercise and enjoyment of the rights hereby granted over the lands described in Schedule "A" hereto from the highways or lands abutting thereon to and from the places where any of the said lines and fixtures or any part or parts thereof are to be constructed, erected, buried, repaired and maintained.

It is expressly agreed between the parties hereto that neither construction of any particular type or number of lines of telephone, telegraph, telecommunication and television authorized hereunder, nor the manner or extent of the exercise at any given point of time by the Second Party of the rights hereby granted to it shall in any way or manner limit or restrict the right of the Second Party to construct different types of lines authorized hereunder or additional lines or from exercising the rights hereby granted in a different manner or in a different location within the limits aforesaid or to a different extent at any subsequent point or points of time, the intention being that all of the rights hereby granted to the Second Party shall at all times be exercisable and enjoyable by the Second Party.

The Second Party covenants and agrees with the other party hereto that it shall be responsible for any damage caused by its agents or employees to the crops and property of the First Party and shall as far as possible replace at its own cost any soil or turf removed in connection with any of the work above referred to.

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

IN WITNESS WHEREOF the parties hereto have executed these presents.

KANEFF CONSTRUCTION LIMITED

By:

[Signature]
PRESIDENT

By: _____

SECOND LEHNDORFF (CANADA) LIMITED

By:

[Signature]
VICE PRESIDENT

By:

[Signature]
SECRETARY

BELL CANADA

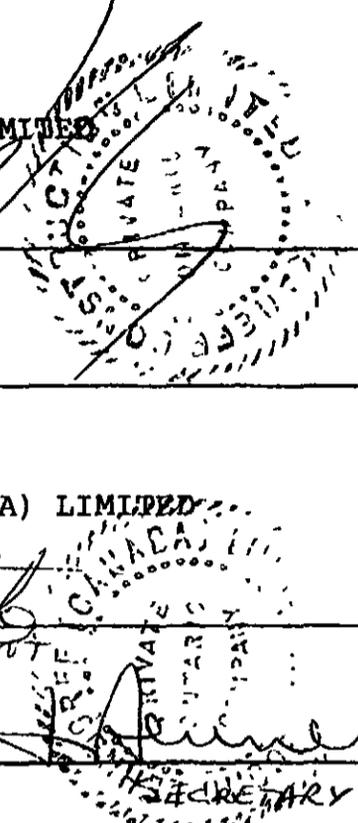
By:

[Signature]
Vice President

By:

[Signature]
Asst. Secretary

APR
MKB
W.G. Stirling
J.A. [unclear]
[unclear]



SCHEDULE "A"

referred to in the annexed Indenture made the 30th day of August 1974

BETWEEN:

KANEFF CONSTRUCTION LIMITED

-and-

SECOND LEHNDORFF (CANADA) LIMITED

hereinafter called the FIRST PARTY,

- and -

BELL CANADA

Hereinafter called the SECOND PARTY,

ALL AND SINGULAR that certain parcel or tract of land and premises in the City of Mississauga in the Regional Municipality of Peel (formerly the Township of Toronto in the County of Peel) and Province of Ontario and being composed of that part of Block A, Registered Plan E-23, registered in the Registry Office for the Registry Division of Peel (No. 43) designated as Part 1 on a Plan of Survey deposited in the said Registry Office as Number 43R-2386,

PURSUANT TO SUBSECTION 11 OF SECTION 55 OF THE REGIONAL MUNICIPALITY OF PEEL ACT 1973 AND A FURTHER CERTIFY THAT THE CONSENT OF THE LAND DIVISION COMMISSIONER OF THE REGIONAL MUNICIPALITY OF PEEL WAS GIVEN ON December 19th 1974 TO THE TRANSACTION TO WHICH THIS INSTRUMENT RELATES.

DATED THIS 28th DAY OF January 1975 ..
SECRETARY-TREASURER



12/5

SCHEDULE "B"

referred to in the annexed Indenture made the 30th day of August, 1974

BETWEEN;

KANEFF CONSTRUCTION LIMITED

- and -

SECOND LEHNDORFF (CANADA) LIMITED

Hereinafter called the FIRST PARTY,

- and -

BELL CANADA

Hereinafter called the SECOND PARTY,

ALL AND SINGULAR that certain parcel of land and premises in the City of Toronto, in the Municipality of Metropolitan Toronto being composed of Parts of Town Lots Nos. 5 and 6 on the North Side of Adelaide Street West, according to the Plan of the Town of York and designated as Parts 1 and 2, on the plan of survey deposited in the Registry Office for the Registry Division of Toronto as Number 63R-545.

HS

The Land Transfer Tax Act, 1974
AFFIDAVIT OF VALUE OF THE CONSIDERATION

IN THE MATTER OF THE CONVEYANCE made

Identify
the parties
to the
conveyance

by: KANEFF CONSTRUCTION LIMITED, and SECOND LEHNDORFF (CANADA)
LIMITED

to: BELL CANADA

on the 30th day of August 19 74

I, AUSTIN FRASER MARSHALL

of the City of Toronto

in the Municipality of Metropolitan Toronto

make oath and say that:

This affidavit may be made by the purchaser or vendor or by anyone acting for them under power of attorney or by an agent accredited in writing by the purchaser, or vendor or by the solicitor of either of them or by some other person approved by the Minister of Revenue.

1. I am solicitor for the transferee named in the within (or annexed) conveyance.
2. I have a personal knowledge of the facts stated in this affidavit.
3. (1) The total consideration for this transaction has been allocated as follows:

(a) Land, building, fixtures and goodwill	\$ 2.00
(b) Chattels — items of tangible personal property (see note)	\$ nil
TOTAL CONSIDERATION	\$ 2.00

- (2) The true consideration for the transfer or conveyance for Land Transfer Tax purposes is as follows:

(a) Monies paid in cash	\$ 2.00
(b) Property transferred in exchange (Detail Below)	\$ nil
(c) Securities transferred to the value of (Detail Below)	\$ nil
(d) Balances of existing encumbrances with interest owing at date of transfer	\$ nil
(e) Monies secured by mortgage under this transaction	\$ nil
(f) Liens, legacies, annuities and maintenance charges to which transfer is subject	\$ nil
(g) Other (Detail Below)	\$ nil
TOTAL CONSIDERATION (should agree with 3(1) (a) above)	\$ 2.00

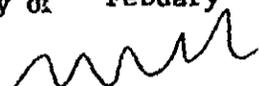
All blanks must be filled in.

4. If consideration is nominal, is the transfer for natural love and affection? no
5. If so, what is the relationship between Grantor and Grantee?
6. Other remarks and explanations, if necessary easement for telephone purposes granted by owners to service their development.

SWORN before me at the city

of Toronto, Municipality of
Metropolitan Toronto

this 5th day of February 19 75



(signature)

AUSTIN FRASER MARSHALL

A Commissioner, etc.

NOTE TO PARAGRAPH 3(1) (b): Chattels: Retail sales tax is payable on the valuation of items shown in 3(1) (b) unless otherwise exempted under the provisions of The Retail Sales Tax Act, R.S.O. 1970, c.415, as amended.

For the purpose of this affidavit insert above only the value of chattels, the total value of which in the opinion of the deponent exceeds \$100.00. This does not exonerate a purchaser from the payment of Retail Sales Tax on any tangible personal property as part of this transaction. When chattels are purchased as part of this transaction with a value of less than \$100.00, the applicable tax should be paid by the purchaser to the Treasurer of Ontario and remitted to the Minister of Revenue.

THE LAND TRANSFER TAX ACT, 1974

Affidavit of Residence

IN THE MATTER OF THE CONVEYANCE OF Part of Block A, Plan E-23, Registered in Registry Office for Registry Division of Peel (no. 43) designated as Part 1, Plan 43R-2386 (insert brief description of land)

TO BELL CANADA (insert names of all transferees)

I, AUSTIN FRASER MARSHALL of SUITE 505, 133 Richmond Street West, (print name and address) Toronto, Ontario. M5H 2L3

MAKE OATH AND SAY THAT:

1. I am (place a clear mark within the square opposite that one of the following paragraphs that describes the capacity of the deponent)

(a) A person to whom or in trust for whom the land conveyed in the above described conveyance is being conveyed;

(b) One of the trustees named in the above-described conveyance to whom the land is being conveyed;

(c) A transferee named in the above-described conveyance;

(d) An agent authorized in writing to act for (insert name of principal) who is a person described in paragraph (a), (b), or (c) above;

(e) The solicitor acting in this matter for BELL CANADA (insert name of client) who is a person described in paragraph (a), (b) or (c) above;

and as such, I have personal knowledge of the facts herein deposed to

2. None of the transferees to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed is, within the meaning of the Act, a non-resident person (strike out this paragraph if inapplicable).

3. The following persons to whom or in trust for whom the land conveyed in the above-described conveyance is being conveyed are non-resident persons within the meaning of the Act

N/A

(insert the name and place of residence - or in the case of a corporation, the place of incorporation - of any transferee who is a non-resident person. If space is insufficient, attach a list of those transferees who are non-resident persons.)

4. I have read over and considered the definitions of "non-resident corporation" and "non resident person" set out respectively in clause f and g of subsection 1 of section 1 of the Act

Sworn before me in the City of

~~the City of~~ Toronto, Municipality

of Metropolitan Toronto

this

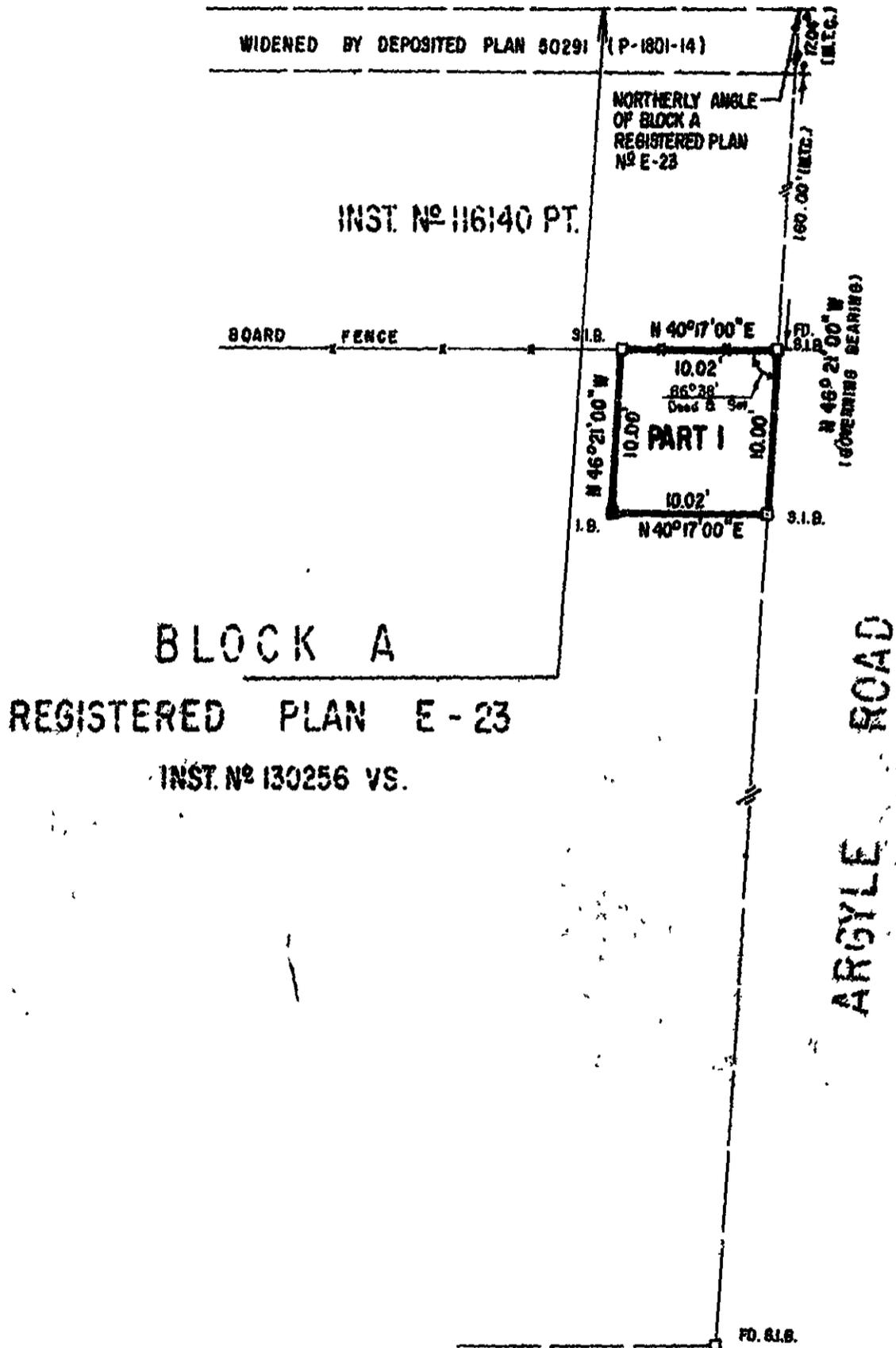
5th

day of February 1975

A Commissioner, etc.

AUSTIN F. MARSHALL

DUNDAS STREET (THE KING'S HIGHWAY N°5)



CAUTION :

THIS PLAN IS NOT A PLAN OF SUBDIVISION WITHIN THE MEANING OF SECTION 29,32 OR 33 OF THE PLANNING ACT.

I REQUIRE THIS PLAN TO BE DEPOSITED UNDER PART II OF THE REGISTRY ACT.

DATE AUGUST 30, 1974

W. D. Buck

 W D BUCK

RECEIVED AND DEPOSITED AS

PLAN 43R 2386

DATE 21 Aug, 1974
 4:21 PM

Wendy Porter

 LAND REGISTRAR
 FOR THE REGISTRY DIVISION OF
 PEEL (45)

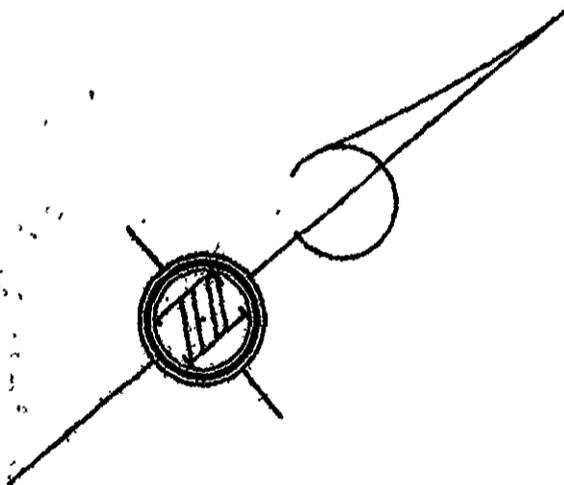
**PLAN OF SURVEY OF
 PART OF BLOCK A, REGISTERED PLAN E-23
 CITY OF MISSISSAUGA, REGIONAL MUNICIPALITY OF PEEL
 (FORMERLY TOWNSHIP OF TORONTO, COUNTY OF PEEL)**

SCALE: 1" = 10'

MARSHALL MACKLIN MONAGHAN LIMITED
 ONTARIO LAND SURVEYORS

1974

ARBYLE ROAD



PART	AREA	BLOCK	PLAN
1	100 sq. ft.	A	E-23

NOTES	SURVEYOR'S CERTIFICATE
<p>BEARINGS SHOWN HEREON ARE ASSUMED ASTRONOMIC AND WERE DERIVED FROM THE N46° 21' 00" W OF THE SOUTH-WESTERLY LIMIT OF ARBYLE ROAD ACCORDING TO DEPOSITED PLAN 147957 (P-1801-140)</p> <p>ALL HANGING LINES HAVE BEEN VERIFIED.</p> <p>⊕ - denotes STANDARD IRON BAR (1" sq x 4' long) ⊙ - denotes IRON BAR (3/8" sq. x 24" long) M.T.C. denotes MINISTRY OF TRANSPORTATION AND COMMUNICATIONS Deed - denotes INSTRUMENT NO 130256 VS</p>	<p>I HEREBY CERTIFY THAT :</p> <p>1. This survey and plan are correct and in accordance with The Surveys Act and The Registry Act and the regulations made thereunder ;</p> <p>2. The survey was completed on the <u>16th</u> day of <u>JULY</u> 1974.</p> <p style="text-align: right;">Marshall Macklin Monaghan Limited ONTARIO LAND SURVEYORS</p> <p style="text-align: right;">AUGUST 7, 1974 _____ W. D. BUCK ONTARIO LAND SURVEYOR</p>
<p>drawn <u>A.L.K.</u> checked <u>J.H.K.</u> scale 1" = 10' date _____</p>	



Marshall Macklin Monaghan Limited
 77 City Centre Drive, Mississauga, Ontario 270-0950

Consulting
 Engineers
 Surveyors
 Planners

drawing no. 28-74-039A

**CITY OF
MISSISSAUGA 342339**

Dated: August 30, 1974

342339 VS

**CITY OF
MISSISSAUGA**

1975 FEB 6 AM 11 14 BETWEEN:

**CITY OF
MISSISSAUGA**

KANEFF CONSTRUCTION LIMITED

- and -

SECOND LEHDORFF (CANADA) LIMITED

342339

VS

No. Registry Division of Peel (No. 43)
I CERTIFY that this instrument is registered as of
11/14/74.

- and -

BELL CANADA

FEB 6 1975

Registry Office at Brampton, Ontario. *W. J. [Signature]* REGISTRAR

Entered E-23 [Signature]

GRANT OF EASEMENT

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

Austin F. Marshall
Barrister & Solicitor
133 Richmond St. W.
Suite 505
Toronto, Ontario

* * 1000

* * 1000