

THIS INDENTURE made in duplicate this 6th day of February, one thousand, nine hundred and sixty-seven.

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:

KANEFF CONSTRUCTION LIMITED,

hereinafter called the "GRANTOR"

OF THE FIRST PART

- and -

THE CORPORATION OF THE TOWNSHIP OF TORONTO,

hereinafter called the "GRANTEE"

OF THE SECOND PART

- and -

MILDRED ALICE SMITH and FRANCES MARY GILLIES, the executrices of the last Will of James Alexander Smith, Deceased,

hereinafter called the "MORTGAGEE"

OF THE THIRD PART

WHEREAS the Grantor wishes to convey to the Grantee an easement over certain lands and the Mortgagee has 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, 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, for itself, 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 Mortgagee of the Third Part hereby consents to the granting of the property rights hereby granted and hereby postpones his mortgage in favour thereof.

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

SIGNED, SEALED & DELIVERED)
in the presence of)

KANEFF CONSTRUCTION LIMITED

Per: [Signature] (President)

THE CORPORATION OF THE TOWNSHIP OF TORONTO

[Signature]
REEVE

[Signature]
DEPUTY CLERK

[Signature]
~~Witness of JAMES ALEXANDER SMITH~~
MILDRED ALICE SMITH and FRANCES MARY GILLIES, Executrices of the Estate of James Alexander Smith,

Handwritten notes and scribbles in the bottom left corner.



ALL AND SINGULAR that certain parcel or tract of land situate, lying and being in the Township of Toronto, County of Peel, Province of Ontario and being an easement in favour of the Corporation of the Township of Toronto for municipal purposes over Part of Block "A" according to a plan on file in the Registry Office for the said County of Peel as Number E-23, which said easement may be more particularly described as follows:

PREMISING that the south-westerly limit of the said Block "A" has an astronomic bearing of North 45 degrees 53 minutes West and relating all bearings herein thereto.

COMMENCING at a point in the said south-westerly limit of Block "A" said point being distant 220.31 feet measured south-easterly thereon from the south-easterly limit of Dundas Street as widened per deposited plan 50291;

THENCE South 45 degrees 53 minutes East along the said South-westerly limit of Block "A", a distance of 374.88 feet to a point;

THENCE North 43 degrees 36 minutes East, a distance of 50.00 feet to a point;

THENCE North 50 degrees 54 minutes 40 seconds West, a distance of 377.02 feet to a point;

THENCE South 40 degrees 16 minutes West, a distance of 17.00 feet more or less to the point of commencement.

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DATED February 6th, 1967.

TORONTO TWP.

KANEFF CONSTRUCTION LIMITED

- and -

THE CORPORATION OF THE TOWNSHIP OF
TORONTO

- and -
Estate of

JAMES ALEXANDER SMITH

E A S E M E N T

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Number VS
I certify that the within instrument
is registered in the Registry Office for
this County District of the County

TORONTO TWP. at

11220 ...

14 APR 1967

Mona Forten

600

*Copy of original
from copy of
C. Kaneff Ltd.*

THIS INSTRUMENT
THE
THL

MESSRS. WEIR AND MARKSON,
BARRISTERS AND SOLICITORS,
2580 HURONTARIO STREET,
COOKSVILLE ONTARIO.