

FORM B-3

THIS INDENTURE made the 10th day of May . 19 67.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCE ACT.

B E T W E E N :

TRANS COUNTY DEVELOPMENT CORPORATION LIMITED,

Hereinafter called the "Grantor",

and

THE HYDRO-ELECTRIC COMMISSION OF THE TOWNSHIP OF TORONTO

Hereinafter called the "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 Grantee the rights and easement hereinafter described (to be used and enjoyed as appurtenant to the respective lands of the Grantee described in Schedule "B" hereto).

The free, uninterrupted and unobstructed, right and easement in perpetuity to enter on and construct, repair, replace, operate and maintain their lines of electric power and service wires (forming part of their continuous lines between their respective lands as described in Schedule "B" hereto and the premises of subscribers) including all necessary poles, wires, service wires and cables both buried and aerial, conduits, markers, fixtures, guys and anchors and equipment and all appurtenances or accessories thereto as they, the Grantee, 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.

As well as to enter on and construct, repair, replace, operate and maintain all such service wires (both buried and aerial) and all appurtenances thereto as Grantee 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 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 right of free, uninterrupted and unobstructed access for the Grantee, 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, fell and remove 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 Grantee covenants that they will restore the surface of the lands described in Schedule "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 Grantee.

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:

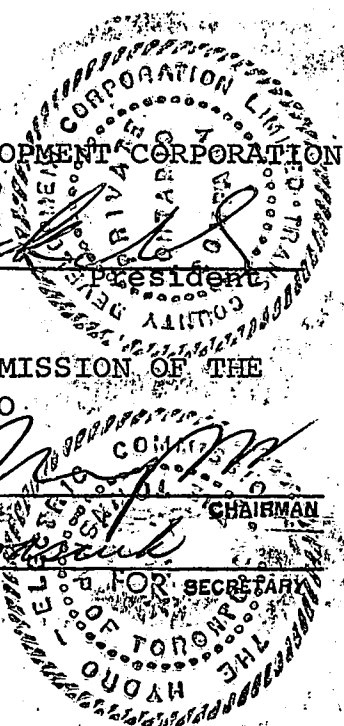
IN WITNESS WHEREOF are affixed the corporate seals of the Corporations hereto duly attested to by their proper officers in their behalf.

TRANS COUNTY DEVELOPMENT CORPORATION LIMITED

Per: [Signature]
(Pres)

HYDRO-ELECTRIC COMMISSION OF THE TOWNSHIP OF TORONTO

Per: [Signature]
CHAIRMAN



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

[Signature]

SCHEDULE "A"

referred to in the annexed Indenture made the 10th day of May, 1967.

B E T W E E N:

TRANS COUNTY DEVELOPMENT CORPORATION LIMITED,

Hereinafter called the "Grantor",

AND

HYDRO-ELECTRIC COMMISSION OF THE TOWNSHIP OF TORONTO

Hereinafter called the "Grantee"

The aforesaid Easement Agreement is an Easement fifteen feet (15') in width and more particularly shaded in red on a Site Plan prepared by Dunning & Taylor, Ontario Land Surveyors, dated July 17, 1967 and attached hereto, and more particularly described as follows:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Township of Toronto, in the County of Peel of the Province of Ontario and being composed of a part of Lot One as shown on registered Plan number 775, the boundaries of the said parcel are described as follows:

Premising that the bearings herein are according to Registered Plan Number 775.

Commencing at the most northerly angle of Lot One.

Thence South 45 degrees 45 minutes 55 seconds East along the north east limit of Lot One a distance of 13.51 feet to a point therein.

Thence South 41 degrees 40 minutes west a distance of 121.97 feet to the beginning of a curve.

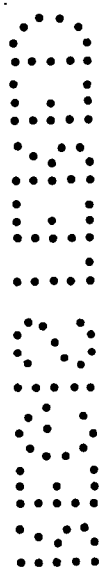
Thence following a curve to the left having a radius of 44.28 feet for an arc distance of 58.25 feet and a chord distance of 54.14 feet measured south 3 degrees 58 minutes 50 seconds west to the end of the curve.

Thence South 33 degrees 42 minutes 20 seconds East a distance of 73.46 feet to an angle.

Thence South 45 degrees 45 minutes 55 seconds east a distance of 49.21 feet to the beginning of a curve.

Thence following a curve to the right having a radius of 46.34 feet for an arc distance of 65.27 feet and a chord distance of 60.42 feet measured south 5 degrees 52 minutes 28 seconds east to the end of the curve.

Thence South 34 degrees 56 minutes 30 seconds west a distance of 270.34 feet to an angle.



SCHEDULE "A" Continued.

Thence South 43 degrees 56 minutes 20 seconds west a distance of 50.59 feet to the westerly extremity of the herein described parcel.

Thence North 46 degrees 03 minutes 40 seconds west along the said westerly limit a distance of 15.00 feet.

Thence North 43 degrees 56 minutes 20 seconds east a distance of 49.41 feet to an angle.

Thence North 34 degrees 56 minutes 30 seconds East a distance of 269.16 feet to the beginning of a curve.

Thence following a curve to the left having a radius of 31.34 feet for an arc distance of 44.15 feet and a chord distance of 40.86 feet measured north 5 degrees 52 minutes 28 seconds west to the end of curve.

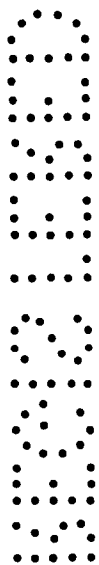
Thence North 45 degrees 45 minutes 55 seconds west a distance of 50.79 feet to an angle.

Thence North 33 degrees 42 minutes 20 seconds west a distance of 75.04 feet to the beginning of a curve.

Thence following a curve to the right having a radius of 59.28 feet for an arc distance of 77.98 feet and a chord distance of 72.47 feet measured north 3 degrees 58 minutes 50 seconds east to the end of curve.

Thence North 41 degrees 40 minutes east a distance of 100.47 feet to a point in the north west limit of Lot One.

Thence North 45 degrees 34 minutes 45 seconds east along the said north west limit of Lot One a distance of 22.16 feet to the point of commencement.



SCHEDULE "B"

referred to in the annexed Indenture made the 10th day of

May , 19 67 .

B E T W E E N :

TRANS COUNTY DEVELOPMENT
CORPORATION LIMITED

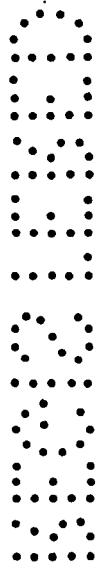
Hereinafter called the "Grantor",

AND

HYDRO-ELECTRIC COMMISSION OF THE
TOWNSHIP OF TORONTO

Hereinafter called the "Grantee"

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 10th day of
May , 19 67 .

B E T W E E N :

TRANS COUNTY DEVELOPMENT
CORPORATION LIMITED,

Hereinafter called the "Grantor",

AND

HYDRO-ELECTRIC COMMISSION OF THE
TOWNSHIP OF TORONTO

Hereinafter called the "Grantee"

FIRSTLY:

All and singular that certain parcel or tract of land and premises situate, lying and being in the Township of Toronto in the County of Peel of the Province of Ontario and being composed of a part of Lot One according to a plan registered as number 775, the boundaries of the said parcel are described as follows;

Premising that the bearings herein are assumed from and related to the bearings as shown on plan number 775.

Commencing at the most northerly angle of Lot One.

Thence South 45 degrees, 45 minutes, 55 seconds East along the north-east limit of Lot One, a distance of 589.95 feet to the most easterly angle of Lot One.

Thence South 38 degrees, 08 minutes, 20 seconds West along the south-east limit of Lot one a distance of 155.40 feet to a point therein.

Thence North 45 degrees, 45 minutes, 55 seconds West a distance of 40.03 feet to a point within Lot One.

Thence North 87 degrees, 16 minutes West, a distance of 388.60 feet to a point within Lot One.

Thence North 46 degrees, 03 minutes, 42 seconds West a distance of 285.00 feet to a point in the north-west limit of Lot One.

Thence along the north-west limit of Lot One following a curve to the right having a radius of 3327.16 feet for an arc distance of 41.61 feet and a chord distance of 41.61 feet measured North 45 degrees, 13 minutes, 15 seconds East to the end of curve therein.

Thence North 45 degrees, 34 minutes, 45 seconds East along the north-west limit of Lot One, a distance of 372.39 feet to the point of commencement.



SECONDLY:

All and Singular that certain parcel or tract of land and premises situate, lying and being in the Township of Toronto in the County of Peel of the Province of Ontario and being composed of a part of Lot One according to a plan registered as number 775, the boundaries of the said parcel are described as follows:

Premising that the bearings herein are assumed from and related to the bearings as shown on plan number 775.

Commencing at the most westerly angle of Lot One.

Thence along the north-west limit of Lot One following a curve to the right having a radius of 3327.16 feet for an arc distance of 257.45 feet and a chord distance of 257.44 feet measured North 42 degrees, 38 minutes, 45 seconds East to a point therein, said point being distant 41.61 feet westerly thereon from the end of curve.

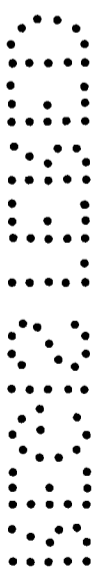
Thence South 46 degrees, 03 minutes, 42 seconds East, a distance of 285.00 feet to a point within Lot One.

Thence South 87 degrees, 16 minutes East, a distance of 388.60 feet to a point within Lot One.

Thence South 45 degrees, 45 minutes, 55 seconds East a distance of 40.03 feet to a point in the south-east limit of Lot One.

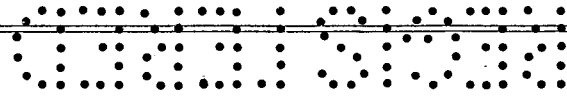
Thence South 38 degrees, 08 minutes, 20 seconds West to the most southerly angle of Lot One.

Thence North 46 degrees, 03 minutes, 42 seconds West along the south west limit of Lot One, a distance of 663.71 feet to the point of commencement.



50718

50718



DATED 10TH MAY, 1967

TORONTO TWP.

1967 SEP 06 SEP 14 6 2 37

TRANS COUNTY DEVELOPMENT CORPORATION LIMITED.

- - AND - -

THE HYDRO-ELECTRIC COMMISSION OF THE TOWNSHIP OF TORONTO

Number 50718 vs

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

For **TORONTO TWP.** at

2:32 o'clock P. M. of the

6 SEP 1967 A.D.

Nera Porter Registrar.

GRANT OF EASEMENT

*600
50 seed art*

*Entered 175
V.H.*

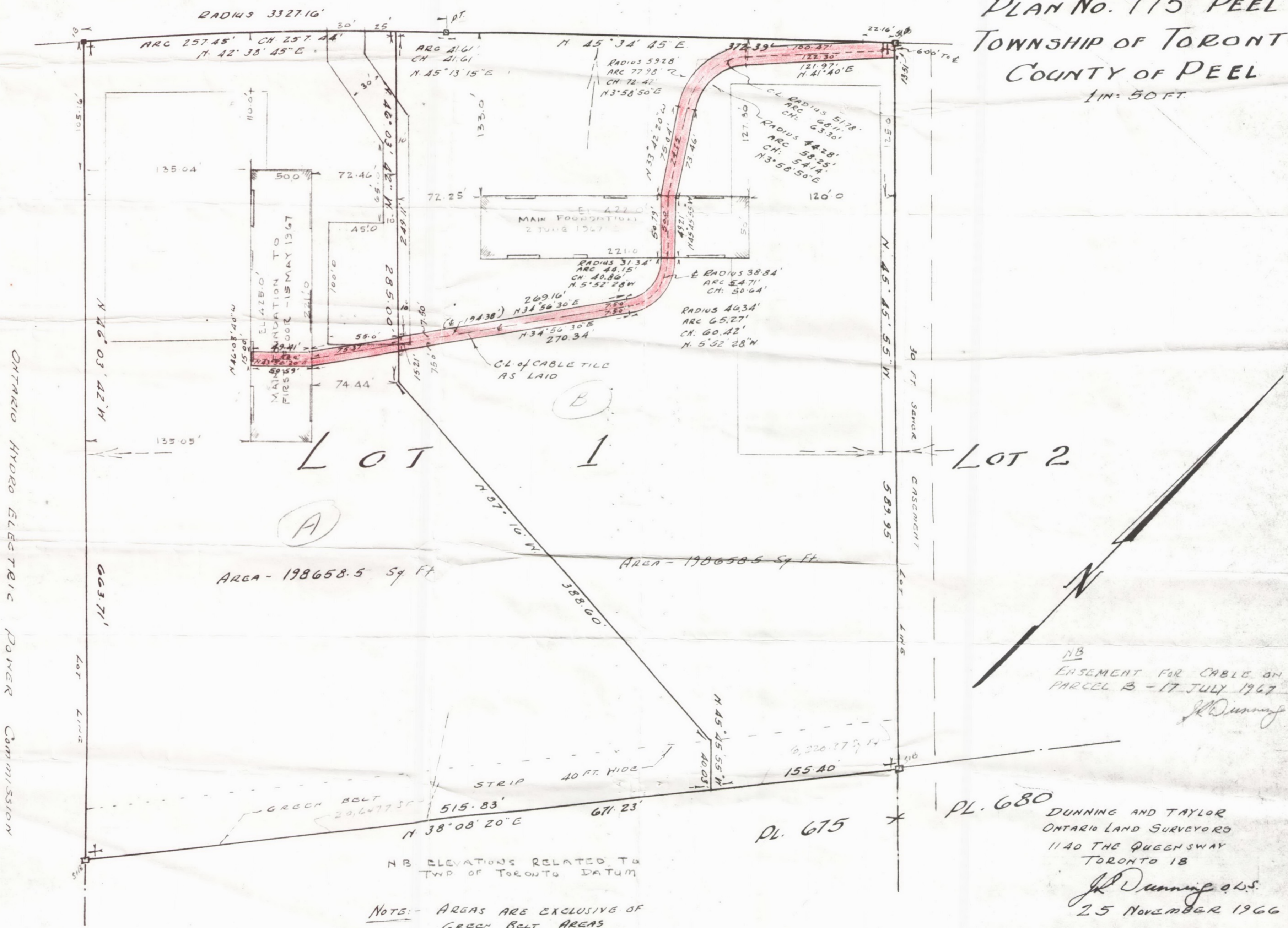
THIS INSTRUMENT IS THE PROPERTY OF THE REGISTRY OFFICE FOR THE COUNTY OF PEEL

THE HYDRO-ELECTRIC COMMISSION OF THE TOWNSHIP OF TORONTO, 2325, HURONTARIO STREET, COOKSVILLE, ONTARIO.

BLOOR STREET

PLAN OF LOT 1 PLAN No. 775 PEEL TOWNSHIP OF TORONTO COUNTY OF PEEL

1 IN = 50 FT.



ONTARIO HYDRO ELECTRIC POWER COMMISSION

AREA - 198658.5 Sq. Ft.

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N.B. ELEVATIONS RELATED TO TWP. OF TORONTO DATUM

NOTE: AREAS ARE EXCLUSIVE OF GREEN BELT AREAS

N.B. EASEMENT FOR CABLE ON PARCEL B - 17 JULY 1967
J. Dunning

PL. 675 * PL. 680
DUNNING AND TAYLOR
ONTARIO LAND SURVEYORS
1140 THE QUEENSWAY
TORONTO 18
J. Dunning O.L.S.
25 NOVEMBER 1966