

TORONTO TWP.  
117, 048

117, 048

Date: January 9th, A.D. 1959.

TRUSTEES CORPORATION  
(CANADA) LIMITED

1112 to

THE BELL TELEPHONE  
COMPANY OF CANADA

**Grant of Easement**

*F. G. 6.90*

*3:30  
4/2/59*

WILKINSON, FISHER & LONNDES,  
372 Bay Street,  
Toronto 1.

*Page 11*

certify that the instrument  
duly entered in the Registry Division  
of the County of York

TORONTO TWP.

For 3:30 clock PM 21 4 FEB 1959

AD. No. 117, 048

James Beatty Registrar

*Contract 574*

THIS INSTRUMENT  
IS FILED IN THE  
OFFICE FOR  
THE COUNTY OF YORK  
IN THE CITY OF  
TORONTO

A Commissioner, etc.

SWORN before me at the  
day of \_\_\_\_\_ 19\_\_\_\_  
in the County of \_\_\_\_\_  
of \_\_\_\_\_

1. That I was personally present and did see the within or annexed Instrument and a Duplicate thereof duly signed, sealed and executed by \_\_\_\_\_
2. That the said Instrument and Duplicate were executed by the said part \_\_\_\_\_ of \_\_\_\_\_ at the \_\_\_\_\_ thereeto
3. That I know the said part \_\_\_\_\_
4. That I am a subscribing witness to the said Instrument and Duplicate.

CANADA  
PROVINCE OF ONTARIO  
COUNTY OF \_\_\_\_\_

To Whom:

make oath and say:

*J.*  
of the \_\_\_\_\_  
in the \_\_\_\_\_

A Commissioner, etc.

SWORN before me at the  
day of \_\_\_\_\_ 19\_\_\_\_  
in the County of \_\_\_\_\_  
of \_\_\_\_\_

1. That I was personally present and did see the within or annexed Instrument and a Duplicate thereof duly signed, sealed and executed by \_\_\_\_\_
2. That the said Instrument and Duplicate were, executed by, the said part \_\_\_\_\_ of \_\_\_\_\_ at the \_\_\_\_\_ thereeto
3. That I know the said part \_\_\_\_\_
4. That I am a subscribing witness to the said Instrument and Duplicate.

CANADA  
PROVINCE OF ONTARIO  
COUNTY OF \_\_\_\_\_

To Whom:

make oath and say:

*J.*  
of the \_\_\_\_\_  
in the \_\_\_\_\_

A Commissioner, etc.

No.

THIS INDENTURE made the 9th day of January

A.D. 1959.

IN PURSUANCE OF THE SHORT FORMS OF CONVEYANCES ACT  
BETWEEN:

- TRUSTEEL CORPORATION (CANADA) LIMITED, a company  
incorporated pursuant to the laws of the Province  
of Ontario

Hereinafter called the

FIRST PARTY

THE BELL TELEPHONE COMPANY OF CANADA

Hereinafter called the

SECOND PARTY

~~Wife of the said~~

~~Hereinafter called the~~

~~THIRD PARTY~~

AND

~~Hereinafter called the~~

~~FOURTH PARTY~~

WHEREAS the First Party owns the lands described in Schedule 'A'  
hereto annexed, ~~subject to registered mortgage No.~~  
~~held by the Fourth Party~~

AND WHEREAS the Second Party owns the lands in the City of Toronto in the County of York described in Schedule 'B' hereto annexed and for the purpose of enabling it to construct, operate, repair and maintain continuous lines of telephone and telegraph from the said lands to the premises of various of its subscribers, from time to time, on the lands described in Schedule 'A' hereto and adjoining lands, has arranged with the First Party to grant to it the right and easement hereinafter set out for the price or sum of One Dollar (\$1.00);

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of One Dollar (\$1.00) of lawful money of Canada, now paid by the Second Party to the First Party, the receipt whereof is hereby acknowledged, the First Party ~~and the Fourth 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:

1. To enter on and construct, repair, replace, operate and maintain, in perpetuity, its lines of telephone and telegraph (forming part of its continuous lines between the said lands described in Schedule 'B' hereto and the premises of various of its subscribers from time to time on the said lands described in Schedule 'A' hereto and adjoining lands), including all necessary poles, wires, cables (both buried and aerial), conduits, markers and fixtures upon, over, under, along and across the said lands described in Schedule 'A' hereto, together with the right of free and unimpeded 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 and over such portions of the lands of the First Party adjacent thereto as may from time to time be unencumbered by any building or other structure, from the highways or lands abutting thereon to and from the places where any of the said lines of telephone or telegraph and fixtures or any part or parts thereof are to be constructed, repaired, replaced and maintained;
2. To enter on and construct, repair, replace, operate and maintain all such of its service wires (both buried and aerial) 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 the lands described in Schedule 'A' hereto and such portions of the lands of the First Party adjacent thereto as may from time to time be unencumbered by any building or other structure (fences excepted), for the purpose of furnishing telephone service to the premises of the First Party and to the premises of the Second Party's customers from time to time on lands adjoining or in the vicinity of the lands of the First Party;
3. To attach other wires, cables and accessories and permit the attachment of the wires, cables and accessories of any other company or commission for the purpose only of supplying a public utility service to the various owners from time to time of the lands described in Schedule 'A' hereto and adjoining lands;
4. To trim, fell and remove any trees and brush along the said lands so as to keep the wires and cables clear at least two feet;
5. To erect and set the necessary guy and brace poles and anchors and to attach thereto and to trees the necessary guy wires.

The Second Party covenants and agrees with the other parties hereto and with each of them 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.

~~The Third Party covenant and agree with the other parties hereto and with each of them that h dower and right and title thereto which, in the event of h surviving h husband h might or would have in, to or out of the lands described in Schedule "A" hereto, shall be subject to the said right and easement.~~

~~No covenant on the part of the Fourth Part shall be implied by reason of this indenture or by reason of anything herein contained.~~

THIS INDENTURE and everything herein contained shall extend to and include the parties hereto and their and each of their respective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF ~~the parties hereto have executed these presents,~~ the Corporate Seal of TRUSTEEL CORPORATION (CANADA) LIMITED has been duly SIGNED, SEALED and DELIVERED affixed by its proper officers in that behalf.

in the presence of

TRUSTEEL CORPORATION (CANADA) LIMITED

per:

*Leonard A. Smith*

President

*Norman R. Stoddart*

Vice-President.

SCHEDULE "A"

referred to in the annexed Indenture made the 9th day of January, A.D. 19 59

BETWEEN:

TRUSTEEL CORPORATION (CANADA) LIMITED, a company  
incorporated pursuant to the laws of the Province  
of Ontario

as the FIRST PARTY

THE BELL TELEPHONE COMPANY OF CANADA,  
as the SECOND PARTY

~~as the THIRD PARTY~~

~~AND~~

~~as the FOURTH PARTY~~

ALL AND SINGULAR that certain parcel of land and premises in the Township  
of Toronto in the County of ~~York~~ *Peel* and Province of  
Ontario, being composed of the rear four feet of an even width from side  
to side of lots numbered 1 to 142, both inclusive, according to a  
Plan registered in the Registry Office of the County of Peel as  
number 574 for the said Township of Toronto.

SCHEDULE "B"

referred to in the annexed Indenture made the 9th day of January A.D. 1959

BETWEEN:

TRUSTEEL CORPORATION ( CANADA) LIMITED, a company  
incorporated pursuant to the laws of the Province  
of Ontario

as the FIRST PARTY

THE BELL TELEPHONE COMPANY OF CANADA,  
as the SECOND PARTY,

~~as the THIRD PARTY~~

~~AND~~

~~as the FOURTH PARTY~~

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.

TO WIT:

I,  
in the within instrument named make oath and say:

Strike out  
words and  
parts not  
applicable  
and initial

THAT at the time of the execution and delivery by me of the within instrument I  
was [married], [unmarried], [a widower], and of the full age of twenty-one years or

HUSBAND

THAT at the time of the execution and delivery by me of the within instrument I  
was legally married to \_\_\_\_\_, the person  
joining therein as my wife to bar her dower and was of the full age of twenty-one  
years or

WIFE

THAT at the time of the execution and delivery of the within instrument, I was  
legally married to \_\_\_\_\_, the person  
named therein as my husband, and he was of the full age of twenty-one years.

SWORN before me at the \_\_\_\_\_ of  
this \_\_\_\_\_ in the County of \_\_\_\_\_  
day of \_\_\_\_\_ 19 \_\_\_\_\_

A Commissioner, etc.

CANADA,  
PROVINCE OF ONTARIO,  
COUNTY OF YORK

IN THE MATTER OF THE REGISTRY ACT,  
R.S.O. 1950, CHAPTER 336, SECTION 52a,  
AS AMENDED; AND  
IN THE MATTER OF THE WITHIN OR  
ATTACHED ASSURANCE

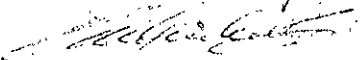
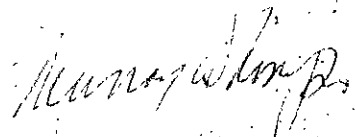
TO WIT:

I, MURRAY ALAN THOMPSON

of the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_ Toronto  
in the \_\_\_\_\_ County \_\_\_\_\_ of \_\_\_\_\_ York  
Solicitor \_\_\_\_\_, MAKE OATH AND SAY:

1. That I am the solicitor in this matter for  
The Bell Telephone Company of Canada, to or for whose benefit the within or  
attached assurance is made, and as such have knowledge of the matters herein  
deposed to.
2. That the within or attached assurance is not made contrary to Section 2  
of the Mortmain and Charitable Uses Act, R.S.O. 1950, Chapter 241, as amended.

SWORN before me at the \_\_\_\_\_ City \_\_\_\_\_ of \_\_\_\_\_  
Toronto \_\_\_\_\_ in the County of \_\_\_\_\_  
York \_\_\_\_\_ this \_\_\_\_\_  
day of \_\_\_\_\_ January, ~~February~~ 3<sup>rd</sup> 19 59.



A Commissioner, etc.