

112

I certify that the within instrument is duly  
entered and Registered in the Registry Office  
for the Registry Division of the County of  
Simcoe in Book 7  
for the Transmission  
of Power at 11 o'clock A.M. of the 18  
day of September, AD, 1933  
as No. 1878 600

# 189718

Sept 16/33 9.30

Dated 11<sup>th</sup> September 1933

WILLIAM E. McFADDEN and  
EUNICE McFADDEN

To

The Hydro-Electric Power Commission  
of Ontario  
Property Department  
620 University Avenue  
Toronto Ontario

**Grant of Franchisement**  
for  
**TRANSMISSION LINES**

County Simcoe  
Township Flos  
Con. I  
Lot 525  
465 - 3-3 &

MY COMMISSION EXPIRES ON 17th APRIL, 1935.

Sworn before me at the City of Toronto in the County of York this 11<sup>th</sup> day of September in the year of our Lord 1933

*[Signature]*

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

3. That I know the said part *me*

2. That the said Instrument and Duplicate were executed by the said part *me* at the *Residence of [Signature]*

1. That I was personally present and did see the within Instrument and Duplicate thereof duly signed, sealed and executed by *William E. McFadden and Eunice McFadden* and *Eunice McFadden* and the parties thereto.

make oath and say:

3. *Peter M. [Signature]*  
of the *City of Toronto*  
in the *County of York*  
TO WIT:  
*[Signature]*  
County of *York*

P.D. 1113

THE HYDRO-ELECTRIC POWER COMMISSION OF UTAH  
PROPERTY DEPARTMENT - LAND SURVEY SECTION

TOWNSHIP OF FLOS  
COUNTY OF SIMCOE

LOT 5

CONCESSION 1

WILLIAM E. McFADDEN  
EUNICE McFADDEN  
5 1/2 LOT 5

ROAD ALLOWANCE BETWEEN

LOT 6

CONCESSION 1

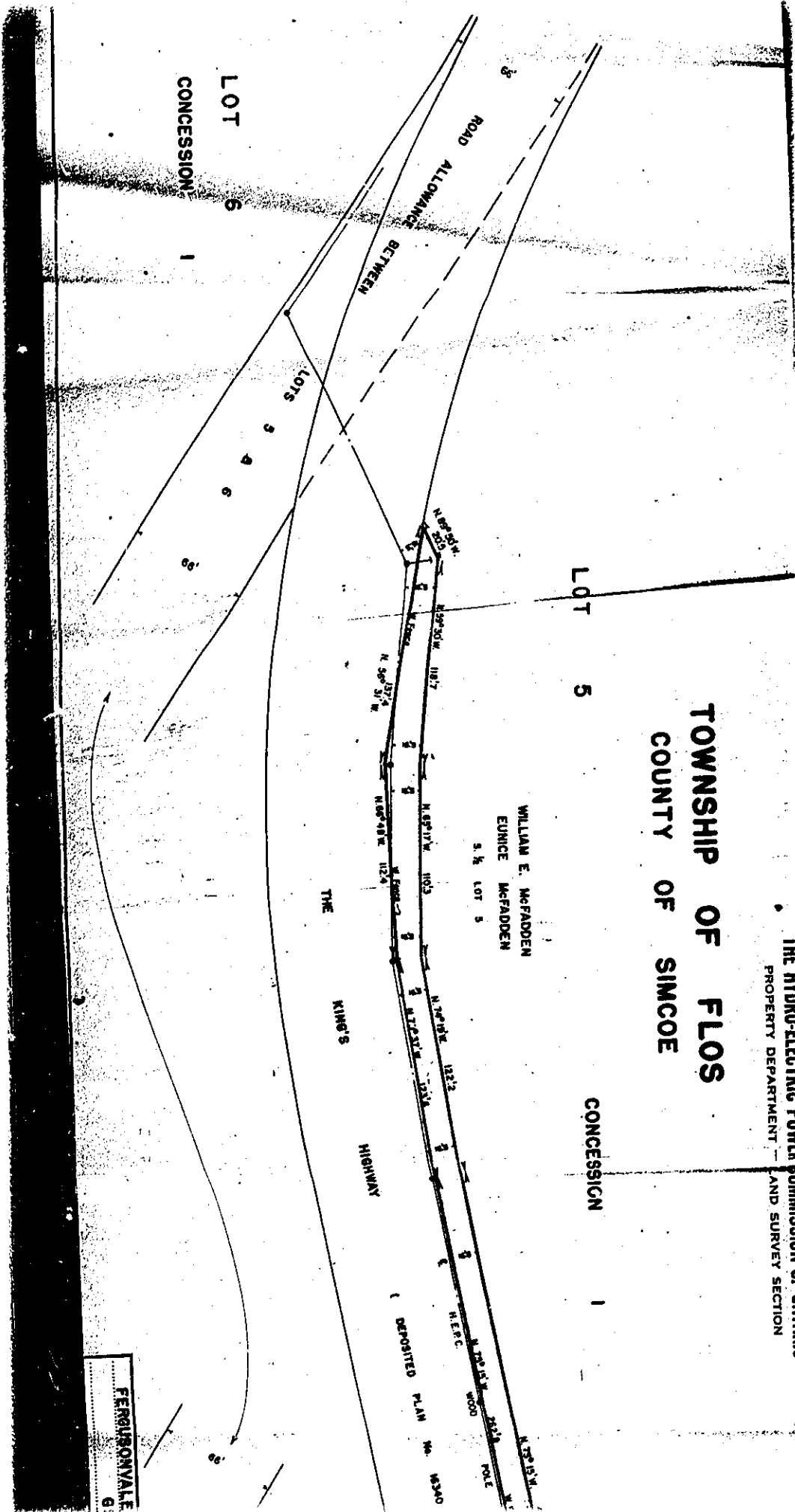
THE

KING'S

HIGHWAY

DEPOSITED PLAN No. 16340

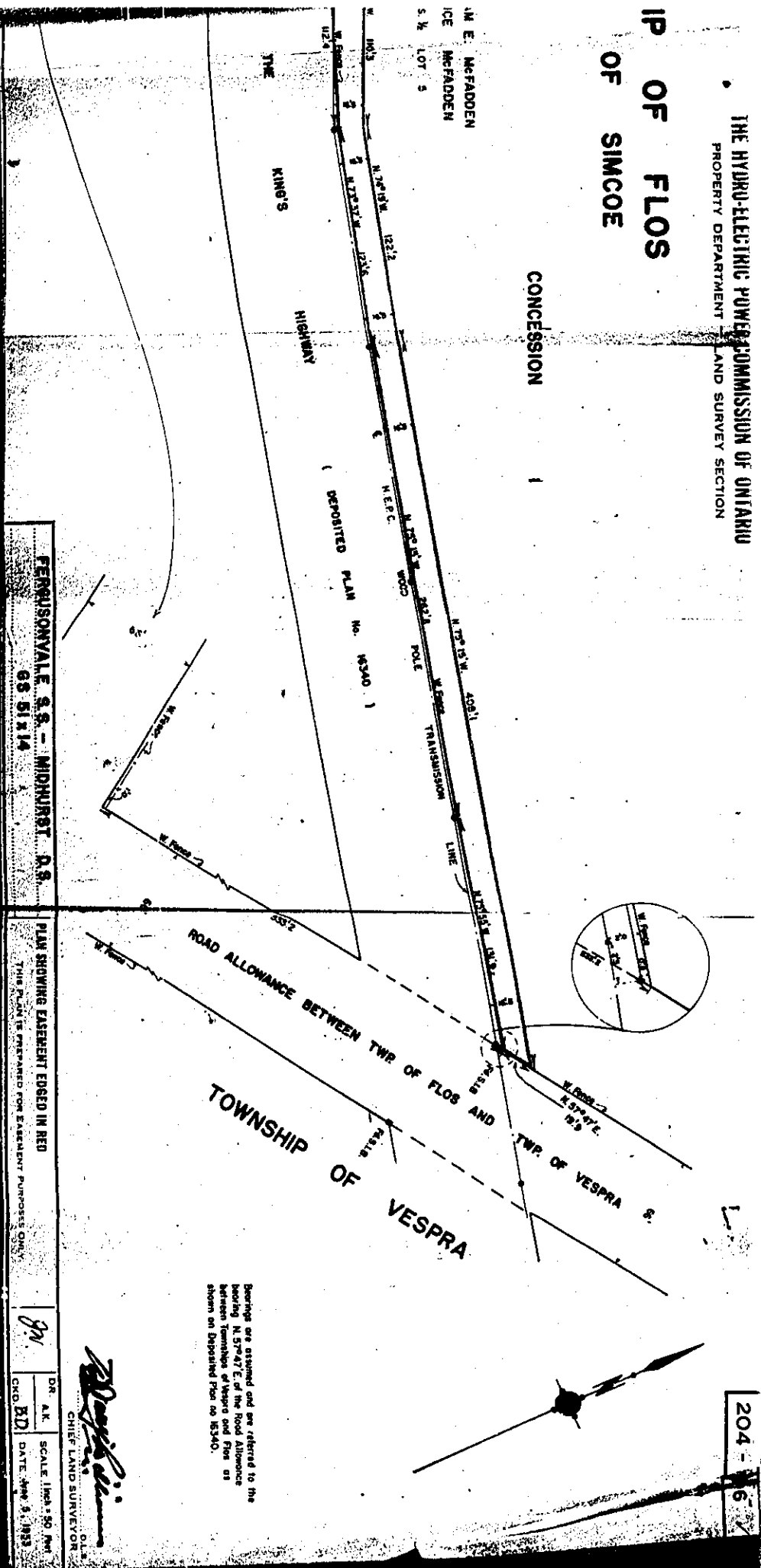
FERGUSONVALE  
9



THE HYDRO-ELECTRIC POWER COMMISSION OF ONTARIO  
PROPERTY DEPARTMENT LAND SURVEY SECTION

IP OF FLOS  
OF SIMCOE

CONCESSION



FERGUSONVALE, S.S. - MIDHURST, O.S.  
Q.S. 51 x 14

PLAN SHOWING EASTERN EDGED IN RED  
THIS PLAN IS PREPARED FOR EASTMENT PURPOSES ONLY

DR. A.K. SCALE 1 inch = 50 Feet  
CRD. B.D. DATE: APR 5, 1953

*W. J. ...*  
CHIEF LAND SURVEYOR

Bearings are assumed and are referred to the bearing N 57° 47' E of the Road Allowance between Township of Vespria and Flos as shown on Deposited Plan no 163340.

204 - 6 - 7

This Grant of Easement made in duplicate this *Eleventh* day of *September* 19*57*.

Between

WILLIAM E. McFADDEN and EUNICE McFADDEN of the *Township of Flos* in the *County of Simcoe* *Farmer and Homewife respectively* hereinafter called the Grantor (Occupation) AND

The Hydro-Electric Power Commission of Ontario. hereinafter called the Grantee

Witnesseth

1. THE Grantor is entitled in fee simple, and in possession free from encumbrances and easements of the land hereinafter described.

2. PURSUANT to the Power Commission Act and amendments thereto, the Grantee has erected, or is about to erect a line for the transmission of electrical energy over the said lands.

3. IN CONSIDERATION of the sum of FIFTY EIGHT -----25/100 dollars of lawful money of Canada, now paid by the Commission to the Grantor (the receipt whereof is hereby acknowledged) the Grantor hereby grants and conveys in perpetuity to the Grantee, its successors and assigns the right and easement:

(a) To erect and maintain -----~~Towers~~ One Poles Two Anchors and to string wires thereon and to operate the same from the date of this Grant of Easement, upon the land and premises known and described as:—

ALL AND SINGULAR All that portion of Lot 5, Concession I, in the Township of Flos in the County of Simcoe as shown edged in red on the attached print of Plan No. 204-9706 more particularly described as follows:

COMMENCING at the intersection of the south eastern limit of the said Lot 5 with the northern limit of the King's Highway according to Deposited Plan No. 16340 distant 533.2 feet measured north easterly along said south eastern limit from the most southerly angle of Lot 5 aforesaid; THENCE North 75 degrees and 55 minutes West along said northern limit 131.9 feet; THENCE North 75 degrees and 15 minutes West still along said northern limit 262.8 feet; THENCE North 73 degrees and 37 minutes West still along said northern limit 123.6 feet; THENCE North 66 degrees and 48 minutes West still along said northern limit 112.4 feet; THENCE North 56 degrees and 31 minutes West still along said northern limit 137.4 feet; THENCE South 89 degrees and 50 minutes East 20.5 feet; THENCE South 59 degrees and 30 minutes East 118.7 feet; THENCE South 65 degrees and 17 minutes East 110.3 feet; THENCE South 74 degrees and 19 minutes East 122.2 feet; THENCE South 75 degrees and 15 minutes East 408.1 feet, more or less, to the said south eastern limit of Lot 5; THENCE South 57 degrees and 47 minutes West along said south eastern limit 19.9 feet, more or less, to the point of commencement.

(b) To install an underground conductor, where required, which shall be placed a minimum depth of twelve inches below the surface of all arable land.

(c) To keep the said land as described clear of all trees except fruit trees which shall not exceed twelve feet in height, and to cut or trim from time to time such trees outside said land as the Commission may consider necessary for the operation and maintenance of the said line and necessary equipment.

(d) To erect such gates or bridges as the Commission may consider necessary and that the servants, agents and workmen of the Commission may at all times pass and repass with any equipment along said line to examine, repair and renew the said line subject to the payment by the Commission of such sum as may be determined for any crop or other damage sustained by the owner due to the operation, maintenance or renewal of the said line.

(e) To remove, re-locate and reconstruct along the centre of the said line any of the supporting structures, subject to payment by the Commission of any additional compensation as may be determined for damage created thereby.

4. THE Grantor covenants, promises and agrees not to erect upon the said land any buildings, structures, or other obstructions of any nature whatsoever which may interfere with the safe and efficient operation of the line.

5. ALL covenants herein contained shall be construed to be several as well as joint, and wherever the singular is used throughout this Grant of Easement, the same shall be construed as meaning the plural where the context or the parties hereto so require.

6. THE burden and benefit of this Grant of Easement is to run with the said land and shall extend to, be binding upon and enure to the benefit of the Grantor, his executors and assigns, and to the Grantee, its successors and assigns.

Signed, Sealed and Delivered  
In the Presence of

*W E Mc Ladden*  
Signature

*Enrico McLadden*  
Address

*W E Mc Ladden*  
Witness