



Document General  
Form 4 — Land Registration Reform Act, 1984

Appendix F  
to  
Report RS2020-022  
File No. L06-17-RS031

FOR OFFICE USE ONLY

0347885

CERTIFICATE OF REGISTRATION  
TOWNSHIP OF LINDSAY

20 JAN 6 PM 3 45

Wanda Henderson

Deputy Clerk

(1) Registry <input checked="" type="checkbox"/>	Land Titles <input type="checkbox"/>	(2) Page 1 of 5 pag
(3) Property Identifier(s)	Block	Property
		Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document Original copy of Agreement dated 21st November 1975.		
(5) Consideration Dollars \$		
(6) Description Part of Lot 25 Concession 6 Township of Ops more particularly described as Part 2 on Reference Plan 57R2768		
(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input checked="" type="checkbox"/>

New Property Identifiers

Additional: See Schedule ☐

Executions

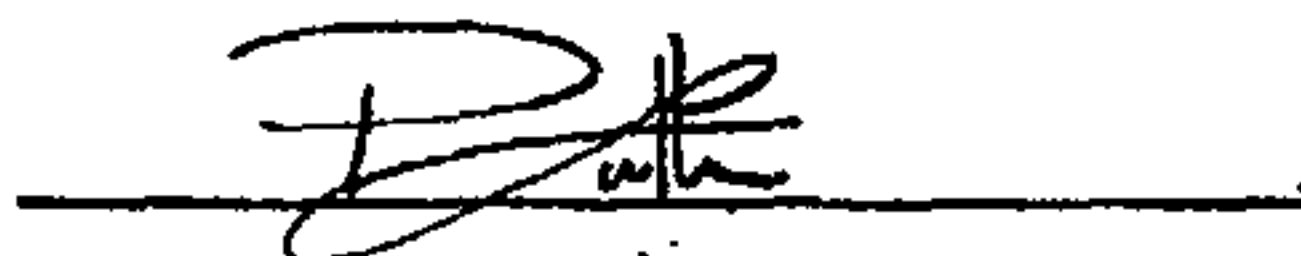
Additional: See Schedule ☐

(8) This Document provides as follows:

I, PERCY LUTHER, Clerk of the Town of Lindsay do solemnly declare that I am an Officer of the Corporation, which is party to this agreement and as such have knowledge of the Agreement dated the 21st of November, 1975 which affects the following lands as set out in Box 6 above.

I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath.

Declared before me  
at the Town of Lindsay  
this 6<sup>th</sup> day of January, 1998




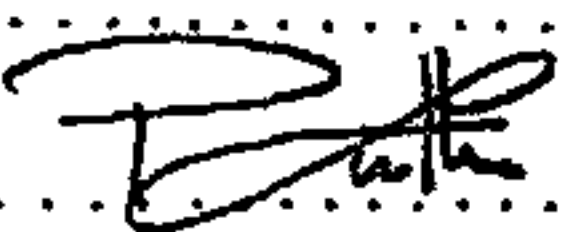
A COMMISSIONER, ETC.

Wanda Henderson, a Commissioner, etc., County of Victoria  
while Deputy Clerk of the Corporation of the Town of Lindsay

Continued on Schedule ☐

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D
THE CORPORATION OF THE TOWN OF LINDSAY	 MAYOR	1998 01 06
I/WE HAVE AUTHORITY TO BIND THE CORPORATION	 CLERK	1998 01 06

(11) Address for Service 180 KENT STREET WEST LINDSAY ONTARIO K9V 2Y6

(12) Party(ies) (Set out Status or Interest)

Name(s)	Signature(s)	Date of Signature Y M D

(13) Address for Service

(14) Municipal Address of Property

(15) Document Prepared by:

Fees and Tax	
Registration Fee	
Total	50

21<sup>st</sup> THIS INDENTURE MADE IN TRIPLICATE, THIS  
day of NOVEMBER A.D. 1975

BETWEEN: JAMES M. KELLY & ROY KELLY

hereinafter called the Grantors

OF THE FIRST PART

-AND-

THE CORPORATION OF THE TOWN OF LINCOLN

hereinafter called the Grantee

OF THE SECOND PART

1.- WHEREAS the Grantors of the first part own the lands shown in  
Schedule "A".

NOW THIS INDENTURE ITNEETH THAT in consideration of One  
(\$1.00) Dollar of lawful money of Canada now paid by the Grantee  
to the Grantors, the receipt whereof is hereby acknowledged, the  
Grantors hereby grant to the Grantee its successors and assigns  
in perpetuity the rights and easements:

- (a) to construct, lay, repair, erect and operate all such  
sewer lines, pipes, conduits, manholes, fixtures, and  
markers as may be necessary or as the Grantee may deem  
requisite upon, under and across that portion of land  
outlined in red on Schedule "A" hereto attached and  
within the limits shown to deviate from a straight line  
whenever and to the extent necessary to overcome any  
natural objects that may be encountered in the con-  
struction from time to time, or at any time hereafter  
of the said lines with the Grantee to remove any  
boulders, rocks, roots, trees or stumps which may be  
encountered in the construction of the said sewer line  
and with the full right of access to the Corporation,  
its workmen, vehicles, supplies and equipment at all  
times for all purposes and things necessary for or  
incidental to the exercise and enjoyment of the rights  
hereby granted over the lands to the Grantors from the  
highways or lands abutting thereon and to and from the  
places where any of the said sewer line or parts thereof  
are to be constructed.



- (b) For the servants, agents, contractors, and workmen of the Corporation at all times to pass and repass with equipment along the lands referred to, to examine, repair, maintain and renew the said sewer line.
- (c) To remove, relocate, and reconstruct the said sewer line on the said land.

3.- The Grantors covenant with the Grantee that they have the right to convey the easement over the said lands to the Grantee and the Grantee shall quietly possess and enjoy the said easement and they will execute such further assurances of the said easement that may be requisite and they will construct no buildings on the said lands.

4.- The Grantee covenants with the Grantors to allow the sanitary sewage from any development or building on the lands of the Grantors shown on the attached sketch to be drained to the sewer line to be constructed upon the said easement provided that:

- (a) the sanitary sewage can be drained by gravity to the sewer line and shall not be pumped in any manner.
- (b) any development of the said lands is in conformance with the Official Plan for the Town of Lindsay or the Township of Ops.
- (c) any development does not contravene the provisions of the Planning Act as amended.
- (d) Sufficient treatment capacity is available in the Town of Lindsay sanitary sewage treatment facilities to handle the generated volume.
- (e) any necessary agreement is executed between the Town of Lindsay and the Township of Ops for acceptance and treatment of sewage.
- (f) the standard unit levy or acreage levy for development within the Town of Lindsay is paid by the person or persons developing or building, whether the building or development is in the Town of Lindsay or the Township of Ops.

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5.- The burden and covenant of this grant of easement shall run with the land and shall extend to and be binding on and ensure to the benefit of the parties hereto and their respective heirs, successors and assigns.

6.- The parties hereto covenant and agree that the Grantee will restore the property to the condition in which they found it, inclusive of any underground tile drainage system, each and every time the Grantees, their agents or servants enter upon the said lands for the purposes as set out in paragraph 2 of this agreement and the Grantee further covenants to reimburse the Grantors for the value of any crops of the Grantors damaged by the Grantee.

IN WITNESS WHEREOF THE PARTIES HERETO  
HAVE HEREUNTO SET THEIR HAND AND SEALS.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Roy Walker  
James O'Reilly  
GRANTORS

THE CORPORATION OF THE TOWN  
OF LINDSAY

[Signature]  
[Signature]  
CLERK

CONCESSION

7

LOT 25

LOT 24

THE KNIGHT HIGHWAY NC 36

EAST HALF

WEST HALF

LOT LINE 1

LOT LINE 2

66' EASEMENT

EAST HALF OF LOT 24

WEST HALF OF LOT 24

SKETCH

TO ILLUSTRATE PART OF LOT 25, CONCESSION 6

TOWNSHIP OF OPS

COUNTY OF VICTORIA

SCALE 1 INCH EQUALS 400 FEET

1975

SHOWING  
LANDS OWNED BY JAMES O'REILLY  
AND ROY WALKER

LINE BETWEEN THE EAST AND WEST HALVES OF LOT 25

SCUGOG RIVER

ALLOWANCE FOR ROAD BETWEEN CONCESSIONS 5 AND 6

CONCESSION 5