

T H I S A G R E E M E N T made this Twenty-fifth day of November, 1952.

B E T W E E N:

DONALD JAMES BERNARD McCOLLUM, FREEMAN WILTON ARTHUR McCOLLUM, WILFRED H. DANIELL and EDITH E. DANIELL, his wife, HUGH W. WYLIE and NORA CHRISTABEL WYLIE, his wife, ARTHUR HASTINGS and JESSIE S. HASTINGS, his wife, GEORGE W. COX and MINNIE B. COX, his wife, KENNY R. HENDERSON and IZZE HENDERSON, his wife,

OF THE FIRST PART:

THE SAID DONALD JAMES BERNARD McCOLLUM, MARION ISOBEL McCOLLUM, WILLIAM CLELAND and ANNIE W. CLELAND, his wife, JOHN KENYON and HELEN M. KENYON, his wife, HUGH WALKER and EDITH P. WALKER, his wife and BERTHA HINCKS,

OF THE SECOND PART:

JOSEPH C. McDONALD and ANITA TURBIDE McDONALD,

OF THE THIRD PART:

-and-

THE AGRICULTURAL DEVELOPMENT BOARD, ISABEL WILSON, CHARLES SYDNEY LILES, MARY H. STEPHENS and EUPHEMIA McDOUGALL, Mortgagees,

OF THE FOURTH PART:

W H E R E A S the Parties of the First Part are each respectively owners of part of Lot Number One in the Broken Front Concession of the Township of Saltfleet.

AND WHEREAS the Parties of the Second Part are each respectively owners of part of Lot Number Two in the said Broken Front Concession.

AND WHEREAS the Parties of the Third Part are purchasing part of Lot Number One under Agreement for Sale as evidenced by Agreement registered in the Registry Office for the Registry Division of Wentworth in Book for the Township of Saltfleet as Number 46488.

AND WHEREAS the Parties of the Fourth Part are registered Mortgagees respectively of certain parts of Lots Numbers One and Two owned by certain of the parties of the First and Second Parts.

-2-

AND WHEREAS by an Agreement registered in the said Registry Office in Book for the Township of Saltfleet as Number 30815, a right of way was created for the use of the parties of the First and Second Parts, their heirs and assigns.

AND WHEREAS by the said last mentioned Agreement it was provided that the owners of the lands and premises described in said last mentioned Agreement had the further right to use the continuation of such roadway or right of way as then existing from the westerly limit of the lands described in Schedule "A" in said registered Instrument Number 30815 to the road allowance between Lots Numbers Two and Three.

AND WHEREAS the said continuation of such roadway or right of way or part thereof has been lost through erosion of Lake Ontario and is unusable.

AND WHEREAS the parties hereto have released and conveyed their right to use the said continuation of such roadway or right of way to Peter T. Smylski, owner of that part of Lot Number Two over which the said continuation of such roadway or right of way passed.

AND WHEREAS the parties of the First, Second and Third Parts have purchased from Peter T. Smylski and Donald James Bernard McCollum parts of Lot Two in the said Broken Front Concession of the Township of Saltfleet more particularly described in the Conveyance thereof from the said Peter T. Smylski and Donald James Bernard McCollum, the said Township having agreed to dedicate the lands described in the said Conveyance as a highway.

AND WHEREAS all the parties hereto have agreed with the owners of the lands described in said registered Agreement Number 30815 to release and convey all their right to use the said roadway or right of way described in said Instrument registered Number 30815 in consideration of the grant of a new roadway or right of way to connect with the said Township road.

AND WHEREAS this Indenture is entered into for the

-3-

purpose of creating such new roadway or right of way in defining the rights of the parties hereto with respect to the same and for releasing all the rights heretofore existing.

NOW THIS INDENTURE WITNESSETH that in consideration of the premises and the further consideration of the sum of One Dollar paid by each of the parties hereto to each of the other parties hereto (the receipt whereof is hereby acknowledged) the parties hereto mutually covenant and agree as follows:

1- THAT the following lands shall be designated as a roadway or right of way, viz., consisting of a strip of land Twenty feet (20') in width and lying Ten feet (10') on either side of centre lines, the first of such lines being in said Lot Two described as follows: COMMENCING at a point in the Northerly limit of the Township Road conveyed by Donald James Bernard McCollum to the Township of Saltfleet by Deed dated the 14<sup>th</sup> day of August 1952, said point being Ten feet (10') measured on a course of North sixty-eight degrees and seven minutes west (N 68° 07' W) from a point on the division line between Lots One and Two in the said Broken Front Concession of the Township of Saltfleet and which point on said division line is Three thousand Six hundred and Fifty-seven feet Six inches (3,657'6") measured on a course of North Twenty-one degrees and Fifty-five Minutes East (N 21°55' E) from the Northerly limit of the road allowance between the Broken Front and First Concessions of the Township of Saltfleet; THENCE North Twenty-one degrees and Fifty-five Minutes East (N 21°55' E) and parallel to the division line between Lots One and Two a distance of Two Hundred and Ten feet (210').

The second of such lines being in said Lot Number Two described as follows: COMMENCING in the said division line between Lots One and Two which point is Three thousand Eight hundred and Sixty-seven feet Six inches (3,867'6") measured on a course of North Twenty-one degrees and Fifty-five minutes East (N 21° 55' E) from the Northerly limit of the road allowance

-4-

between the Broken Front and First Concessions of the Township of Saltfleet; THENCE North Sixty degrees and Forty-five minutes West (N 60° 45' W) a distance of Three hundred and Thirty feet (330').

The third of such lines being situate in said Lot One, described as follows: COMMENCING at the last mentioned point on the said division line between Lots One and Two, THENCE South Fifty-two degrees and Five minutes East (S 52° 05' E) a distance of Five hundred and Fourteen feet Seven inches (514' 7").

2- THAT such roadway or right of way may be used by the respective parties hereto in connection with the respective lands described in Schedule "A" hereto.

3- THAT such roadway or right of way shall constitute the only right that any of the parties hereto shall hereafter have to use or cross the lands of any other parties hereto and the execution hereof shall operate as a release and conveyance of all rights heretofore subsisting including, but without restricting the generality thereof, the rights covered by the said Instrument registered Number 30815.

4- THAT the right to use the said roadway or right of way shall extend in perpetuity to the respective parties hereto for the passage of persons, animals and vehicles for all purposes necessary for the enjoyment of the lands respectively of the parties hereto and to their respective heirs, executors, administrators or assigns.

5- THAT Hugh W. Wylie and Nora Christabel Wylie and Donald James Bernard McCollum and Freeman Wilton Arthur McCollum, do hereby four of the parties hereto, each/make all the necessary grants to each of the other of them and to each of the other parties hereto in order to effectuate these presents.

6- THAT the owners from time to time abutting on the said roadway or right of way shall bear an equal share of the maintenance of the said roadway or right of way and in the

-5-

event of there being any dispute as to the condition in which the said roadway or right of way is maintained, then the same shall be settled by the Township Road Superintendent and if he will not act, then by a single arbitrator appointed under The Arbitration Act.

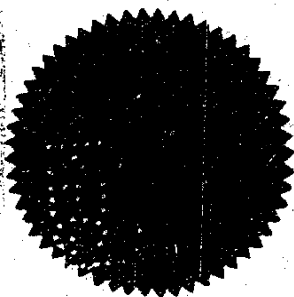
IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

SIGNED SEALED AND DELIVERED:

in the presence of

M. Robinis

- ✓ ) *L. J. B. M. Colburn*
- ✓ ) *J. W. McCallum*
- ✓ ) *W. H. B. [unclear]*
- ✓ ) *E. E. Danell*
- ✓ ) *Joseph W. Wylie*
- ✓ ) *Wm L. Wylie*
- ✓ ) *ad [unclear]*
- ✓ ) *J. Hastings*
- ✓ ) *[unclear]*
- ✓ ) *M. B. Coy*
- ✓ ) *K. R. Henderson*
- ✓ ) *Mary Henderson*
- ✓ ) *L. J. B. M. Colburn*
- ✓ ) *M. J. McCallum*
- ✓ ) *Wm. Cleland*
- ✓ ) *A. W. C. Anna M. B. Cleland*
- ✓ ) *John Kenyon*
- ✓ ) *Wm. H. Kenyon*
- ✓ ) *M. E. Kenyon*
- ✓ ) *Edith P. Walker*
- ✓ ) *Rutha Kincke*
- ✓ ) *J. C. McDermott*
- ✓ ) *Anita McDermott*
- ✓ ) *[unclear]*
- ✓ ) *Jahbel Wilson*
- ✓ ) *N. V. Rice*
- ✓ ) *Mary H. Stephens*
- ✓ ) *Euphemia McDougall*



-6-

SCHEDULE "A"

THE following are the registered owners or purchasers under Agreement for Sale of parts of Lot Number One in the Broken Front Concession of the Township of Saltfleet, more particularly described in the Instrument registered number set opposite their respective names:

Firstly: Donald James Bernard McCollum No. 36276; ✓  
save and except the lands described in Instrument Number 48573;

Secondly: No. 36503, ✓ save and except the lands described in Numbers 41072, 42467, 46063, 46181, 48580 and

Freeman Wilton Arthur McCollum Number 36505; ✓

Wilfred H. Daniell and Edith E. Daniell, his wife,  
Numbers 30960, 46063 and 48580;

Hugh W. Wylie and Nora Christabel Wylie, his wife,  
Numbers 37055 and 48573;

Arthur Hastings and Jessie C. Hastings, his wife,  
Number 41072;

George W. Cox and Minnie B. Cox, his wife, Number 42467;  
See Agreement Joseph C. McDonald and Anita Turbide McDonald,  
purchasers under Agreement for Sale Number 46488;

Kenny R. Henderson and Inez Henderson, his wife, Numbers  
46181 and 48728.

THE following are the registered owners of parts of Lot Number Two in the Broken Front Concession of the Township of Saltfleet, more particularly described in the Instrument registered number set opposite their respective names:

Donald James Bernard McCollum Number Firstly: 43941, ✓  
save and except the lands described in Instrument Number 43942;  
and Secondly: Lands described in Instrument Number 9490, ✓ save  
and except parts heretofore conveyed by Addie L. McCollum;

Marion Isobel McCollum Number 37853, ✓ save and except lands  
described in Number 37981;

-7-

William Cleland and Annie W. Cleland, his wife,  
Number 31056;

John Kenyon and Helen M. Kenyon, his wife, Number 31750;

Hugh Walker and Edith P. Walker, his wife, Numbers  
35467 and 37981;

Bertha Hincks Numbers 43942 and 48609.

PROVINCE OF ONTARIO ) I, *Marie Ann Lemmon*  
COUNTY OF WENTWORTH ) of the City of Hamilton in the County of  
TO WIT: ) Wentworth, *Stenographer* make oath and say:

- 1. THAT I was personally present and did see the annexed Instrument and duplicate thereof duly signed, sealed and executed by Mary Helena Stephens, one of the parties thereto.
- 2. THAT the said Instrument and duplicate were executed by the said party at the City of Hamilton, in the County of Wentworth.
- 3. THAT I know the said party.
- 4. THAT I am a subscribing witness to the said instrument.

SWORN before me at the City )  
of Hamilton in the County of )  
Wentworth this *23rd* day of )  
December, A. D. 1952. )

*W. S. Walker* } *Marie Ann Lemmon*

A Commissioner, etc.

PROVINCE OF ONTARIO ) I, MAY ROBINS, of the City of Hamilton in  
COUNTY OF WENTWORTH ) the County of Wentworth, Stenographer, make  
TO WIT: ) oath and say:

- 1. THAT I was personally present and did see the annexed Instrument and duplicate thereof duly signed, sealed and executed by Donald James Bernard McCollum, Freeman Wilton Arthur McCollum, Wilfred H. Daniell, Edith E. Daniell, Hugh W. Wylie, Nora Christabel Wylie, Arthur Hastings, Jessie S. Hastings, George W. Cox, Minnie E. Cox, Kenny R. Henderson, Inez Henderson, Donald James Bernard McCollum, Marion Isobel McCollum, William Cleland, Annie W. Cleland, John Kenyon, Helen Maud Kenyon, Hugh Walker, Edith P. Walker, Bertha Hincks Joseph C. McDonald, Anita Turbide McDonald, Ishbel Wilson, Charles Sydney Lees and Euphemia McDougall Twenty-six of the parties thereto.
- 2. THAT the said Instrument and duplicate were executed by the said parties at the City of Hamilton, in the County of Wentworth.
- 3. THAT I know the said parties.
- 4. THAT I am a subscribing witness to the said Instrument and Duplicate.

SWORN before me at the City )  
of Hamilton, in the County )  
of Wentworth this 23rd day of )  
December, A. D. 1952. )

*W. S. Walker* } *May Robins*

A Commissioner, etc.



ADDRESS ALL COMMUNICATIONS TO  
INSPECTOR OF LEGAL OFFICES



ONTARIO  
INSPECTOR OF LEGAL OFFICES

PARLIAMENT BUILDINGS,  
TORONTO, 2

February 10, 1953.

W. H. Lovering, Esq., Q. C.,  
Registrar of Deeds,  
County of Wentworth,  
Hamilton, Ontario.

Dear Mr. Lovering:

Following our conversation today, would you please take without prejudice the document submitted by Mr. Lees dated the 25th of November, 1952, being an Agreement and Grant of Right of Way.

Mr. Lees will file a Release as a deposit, which I understand deals with the property which has been swept away into the lake, and he has undertaken to file the plan which shows the location of the new Right of Way, which plan is dated the 3rd of July, 1952, and is made by Messrs. McKay and McKay, of Hamilton.

Yours very truly,

  
Hugh H. Donald  
Inspector of Legal Offices.

*Recs & Leo. V 49078 Deletet*

DATED NOVEMBER 25th, 1952.

DONALD JAMES BERNARD McCOLLUM  
ET AL

-and-

THE AGRICULTURAL DEVELOPMENT  
BOARD ET AL

AGREEMENT AND GRANT OF  
RIGHT OF WAY

LEES, HOBSON & LEES  
HAMILTON - ONTARIO

PROPERTY OF  
Feb 11 PM 12:57

*213, (Sect. 26.9)*

*465*

No. *49078*  
I certify that the within instrument  
was duly entered and registered in  
the Registry Office for the Registry  
Division of *Ontario* for the  
at *12:57* o'clock *PM* of the  
*11* day of *Feb.* 1953  
REGISTRAR

*31*  
*X*