

THIS AGREEMENT, made the 5th day of June, A.D. 1947,

BETWEEN:

 LINCOLN ROY, of Liverpool, in the County of Queens and Province of Nova Scotia, Yeoman, 18

of the One Part,

-and-

THE TOWN OF LIVERPOOL, a body corporate and politic, existing under the provisions of "The Towns' Incorporation Act," being Chapter 3 of "The Acts of the Legislature of Nova Scotia of 1941" and Amendments thereto,

of the Other Part.

WHEREAS the said Town of Liverpool is digging and excavating an open trench and constructing a covered flag drain across land owned or occupied by the said Lincoln Roy on the west side of Wolfe Street in the Town of Liverpool, N. S., towards the tannery brook, so called;

AND WHEREAS the said Lincoln Roy has agreed with the said Town of Liverpool to grant the right to dig and excavate an open trench and construct a covered flag drain across the land of the said Lincoln Roy on the west side of Wolfe Street, in the Town of Liverpool, N. S., towards the tannery brook, so called, under the conditions, provisions and stipulations hereinafter expressed;

NOW THIS INDENTURE WITNESSETH that, for and in consideration of the sum of One Dollar of lawful money of Canada now paid by the said Town of Liverpool to the said Lincoln Roy (the receipt whereof is hereby acknowledged), the said Lincoln Roy doth hereby grant and convey to the said Town of Liverpool the right to enter upon the said lands now owned by or in possession of the said Lincoln Roy, and to dig and excavate an open trench and construct a covered flag drain one hundred and fifteen feet (115 ft.) in length across same, [running therefrom in a direction west of Wolfe Street aforesaid towards the said tannery brook,] and that the said Lincoln Roy will at all times hereafter, when the said Town of Liverpool deems it necessary or expedient, permit and allow the said Town of Liverpool, its servants, agents and workmen to enter in, upon and over the said lands and dig and excavate the soil thereon and thereunder

and do other necessary work for the purposes of renewing, repairing, improving or altering the said open trench and said covered flag drain so dug, excavated or constructed; provided, however, that the area of same is left in a good and safe condition.

And the said Lincoln Roy further covenants and agrees that the said Town of Liverpool shall be under no liability to him, the said Lincoln Roy, for any overflow from such open trench, or for any nuisance or obnoxious odors that may arise or be emitted from the same, the said Town of Liverpool undertaking to take all reasonable precautions and preventive measures that the same shall not be permitted to occur.

In this Agreement the provisions hereof shall extend to the said Lincoln Roy, his heirs and assigns, and to the said Town of Liverpool, its successors and assigns.

IN WITNESS WHEREOF, the said Lincoln Roy hath hereunto his hand and seal subscribed and set the day and year first above written.

Signed, Sealed and Delivered )

in the presence of

*B. J. Parker*

*Lincoln Roy*

PROVINCE OF NOVA SCOTIA  
COUNTY OF QUEENS SS.

On this <sup>*A*</sup> 11 day of June, A.D. 1947, before me, the subscriber, personally came and appeared *B. L. Parker* a subscribing witness to the foregoing Indenture, who, having been by me duly sworn, made oath and said that Lincoln Roy, one of the parties thereto, signed, sealed and delivered the same in his presence.

*J. J. Cameron*  
A Barrister of the Supreme Court  
of Nova Scotia