

COMMUNICATION C5.
ITEM NO. 12
COMMITTEE OF THE WHOLE (2)
March 8, 2022

Assunta Ferrante

From: Gordon, Carrie <carrie.gordon@bell.ca>
Sent: Monday, March 7, 2022 3:00 PM
To: Clerks@vaughan.ca
Subject: [External] 905-22-109 - Closure - Milani Blvd
Attachments: 905-22-109 letter.pdf; SCHEDULE968SE0403.doc; Vaughan - Road Closing 2.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Good afternoon,

Please find attached Bell Canada's response to the Road Closure Application at Milani Blvd. Should there be any questions, please direct them to the undersigned.

Kind regards,

Carrie Gordon



Associate, External Liaison
Right of Way Control Centre
140 Bayfield St, Fl 2
Barrie ON, L4M 3B1
T: 705-722-2244/844-857-7942
F :705-726-4600

Bell Canada
FI-2, 140 Bayfield St.
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March 7, 2022

City of Vaughan
Office of the City Clerk
2141 Major Mackenzie Dr.
Vaughan, ON
L6A 1T1

Attention: Todd Coles clerks@vaughan.ca

Dear Sir:

**Subject: Notice of Stopping-Up and Closing of a Road
Milani Blvd., Vaughan ON
Bell File: 905-22-109**

We acknowledge receipt and thank you for your correspondence dated February 22, 2022.

Subsequent to review of the abovenoted Application by our local Engineering Department, it has been identified that Bell Canada will require a transfer of easement over these lands to protect existing buried facilities, supply service to the properties, and to maintain service in the area. According to our records, Bell's buried cable runs through the property, parallel to the direction of the roadway as identified in the sketch provided.

Bell Canada would like to confirm that a blanket easement over the lands, or a 3.0m wide corridor to be measured 1.5m on either side of the buried facilities as can be accommodated would satisfy our needs. With respect to the buried plant, it will be necessary for the surveyor to arrange for a cable locate to identify its location.

Bell Canada kindly requests that the easement be granted from the City prior to the sale of these lands into private ownership. Please find attached to this e-mail, Bell's standard Schedule and a sketch showing the approximate location of our facilities.

Since the easement is necessary in order to provide and maintain service to this area, all costs associated with this transaction will be the responsibility of the Owner.

We hope this proposal meets with your approval. We look forward to the City's Solicitor contacting us.

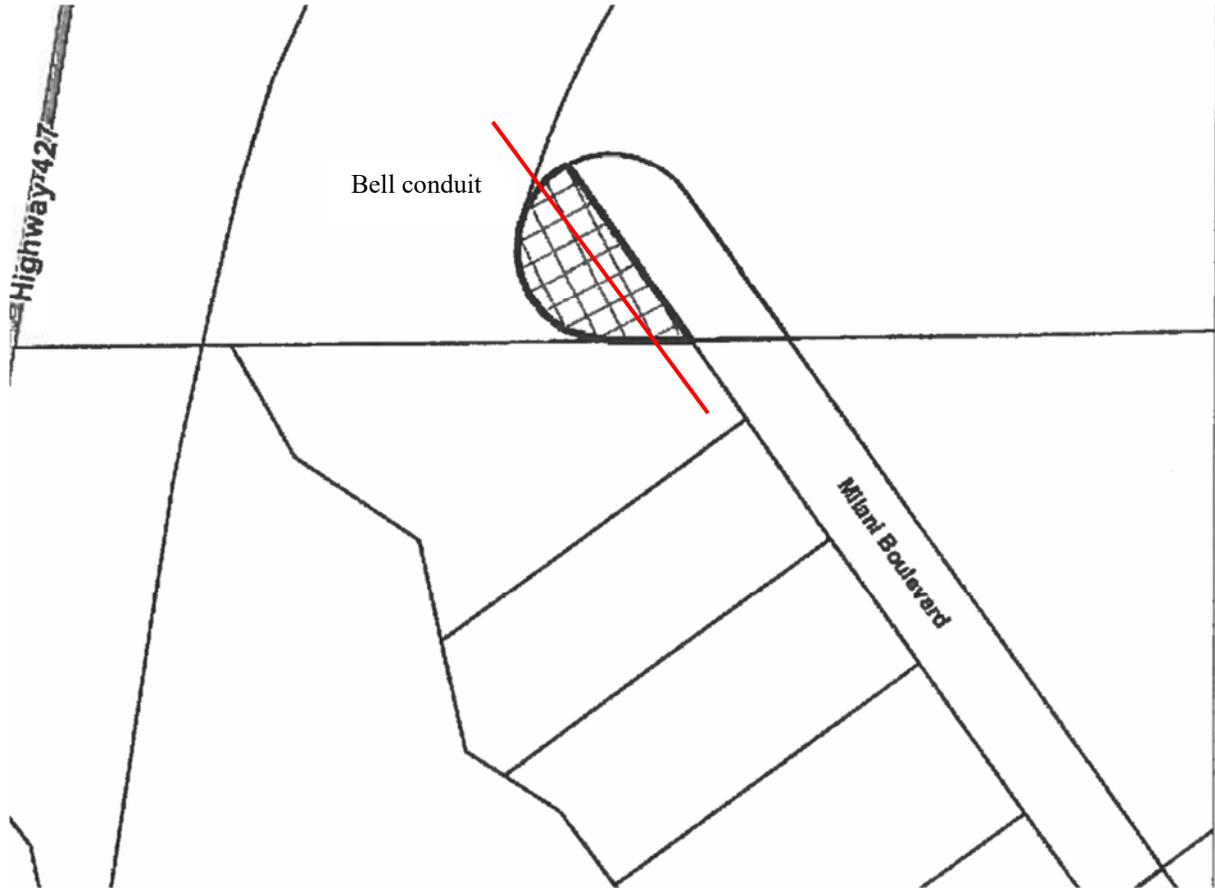
If there are any questions or concerns, please do not hesitate to call.

Yours truly,

A handwritten signature in blue ink that reads "Carrie Gordon".

Carrie Gordon
Right of Way Associate
(Encl.)





SCHEDULE

968-S/E(04-03)

WHEREAS the Transferee is the owner in fee simple of those lands and premises (the “Transferee’s lands”) being composed of Parts of Town Lots 5 and 6 on the North side of Adelaide Street West according to the Plan of the Town of York and designated as Parts 1 and 2, Plan 63R-545, City of Toronto.

WHEREAS the Transferor is the owner in fee simple of lands described as

(the “Property”).

THE TRANSFEROR grants and transfers to the Transferee, its successors and assigns to be used and enjoyed as appurtenant to the Transferee’s lands, a free and unencumbered easement (the “Easement”) in perpetuity upon, over, in, under and across lands more particularly described under Properties on Page 1 attached (the “Easement Lands”):

1. the right to construct, operate, maintain, repair, replace, renew, or make additions at all times to telecommunications facilities (the “Facilities”) or any part thereof forming part of continuous lines between the Transferee’s lands and other lands including, without limitation, all necessary cable and wires (both buried and aerial), conduits, conduit structures, markers, poles, anchors, guys, maintenance holes, fixtures, equipment, and all appurtenances thereto.
2. the right of free and unimpeded access at all times to the Transferee, its contractors, agents, employees, vehicles, equipment, and supplies to and over the Easement Lands.
3. the right of free and unimpeded access at all times to the Easement Lands from and over the Property or abutting road allowances or abutting rights of way for the purpose of exercising the rights hereby granted.
4. the right to remove, trim, sever, or fell any obstructions such as trees, roots, brush, stumps, boulders or rock encountered during the course of construction or subsequent maintenance of the Facilities.

THE TRANSFEROR shall have the right to fully use and enjoy the Easement Lands provided that without the prior written consent of the Transferee, such consent not to be unreasonably withheld, the Transferor shall not place any buildings or other structures or dig, drill, pave or excavate within the Easement Lands.

THE TRANSFEREE shall:

1. be responsible for any damage caused at any time by its agents or employees to the Property. When practical, the Transferee, after any of its activities, shall restore the Property appropriately. The subsequent maintenance of the Property shall be the responsibility of the Transferor.
2. indemnify and save the Transferor harmless from all actions, causes of actions, suits, claims and demands of every nature and kind whatsoever which may be made against the Transferor relating to or arising out of the placement of the Facilities by the Transferee and for which the Transferee, in law, is responsible.
3. at its sole discretion, be permitted to attach, or permit the attachment of, wires, cables and equipment of any other company or commission for the purposes only of supplying a service to the public.

NOTWITHSTANDING any rule of law or equity and even though any of the Facilities may become annexed or affixed to the Easement Lands, title to the Facilities shall nevertheless remain in the Transferee.

THIS AGREEMENT including all rights, privileges, and benefits herein contained shall extend to, be binding upon, and enure to the benefit of, the parties hereto and their respective heirs, executors, administrators, successors, and assigns.

THE TRANSFEREE, in the event it grants a release of Easement, may abandon the Facilities annexed/affixed to the Easement Lands at its option.