

October 22, 2013

Report To: Mayor and Council

From: Travis Rob, CBO, Facilities/Special Projects Coordinator



RE: Proposed Grant of Easement to Bell Canada over Lot 3, Williams Avenue, Huffman Development

In a letter dated September 24, 2013 from Bell Canada, attached to this report, is asking the Town for a 3m by 3m service easement to be granted on the southwest corner of Lot #3 on Williams Avenue. This easement will contain a Fort Frances Power Corporation Transformer as well as a Bell pedestal and Shaw pedestal. All of this infrastructure will be installed in the southwest corner of Lot #3 as close to the sidewalk as possible so to limit the impact on Lot #3. At the October 21, 2013 meeting of the Planning and Development Executive Committee, the location and infrastructure contained within the easement were discussed and it was the decision of the committee that consideration should be given to the purchaser of Lot #3 in exchange for the easement contained within. Bell is asking that the costs associated with this transaction be the Town's responsibility and acquisition be completed for a nominal fee of \$2.

Recommendation

It is the recommendation of the Planning and Development Executive Committee that the proposed easement be approved and recommend that the necessary work be completed to register the easement on Lot #3.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Travis Rob'.

Travis Rob, EIT
CBO, Facilities/Special Projects Coordinator.

Council Approval of this Report will approve the proposed service easement on the southwest corner of Lot #3 Huffman Development and further an authorizing by-law be prepared.

Right of Way
2nd Floor, 140 Bayfield St.
Barrie, Ontario
L4M 3B1

Tel: 1-800-689-4430
Fax: 705-722-2263

Bell

September 24, 2013

Town of Fort Frances
320 Portage Ave.
Fort Frances, Ontario
P9A 3P9

Attention: Travis Rob, EIT



**Subject: Proposed Grant of Easement to Bell Canada over Lot 3, Williams Avenue
Williams Avenue & Fifth Street East Development**

Dear Sir,

Subsequent to review of the above noted development by our Engineering Department, it has been identified that Bell Canada will require a 3m by 3m wide easement over the frontage of Lot 3 in order to place a pedestal adjacent to the proposed Hydro transformer as indicated on the enclosed plan.

Since the easement is required in order to provide service to this development, all costs associated with this transaction will be the Owner's responsibility and consideration is to be set at a nominal \$2 for the acquisition of the easement rights.

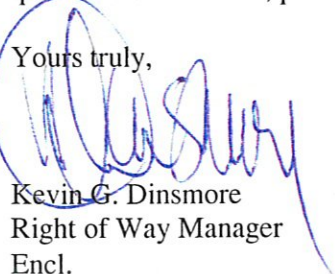
The Town's Solicitor will be required to arrange for the separate, registered postponement from any mortgagees as well as provide certification of title. Please find enclosed a copy of our standard easement Schedule that should be used for this transaction.

We kindly request the inclusion of the additional comment "Transfer of Easement for a Utility Line as Defined in the Ontario Energy Board Act, 1998" in section 4 of the Land Transfer Tax Statement and confirm that the undersigned will be taking said Affidavit. Our address for service will be that of this office.

We look forward to receipt of the draft easement documents and reference plan for our review and approval prior to registration as well as the Acknowledgement and Direction for our execution.

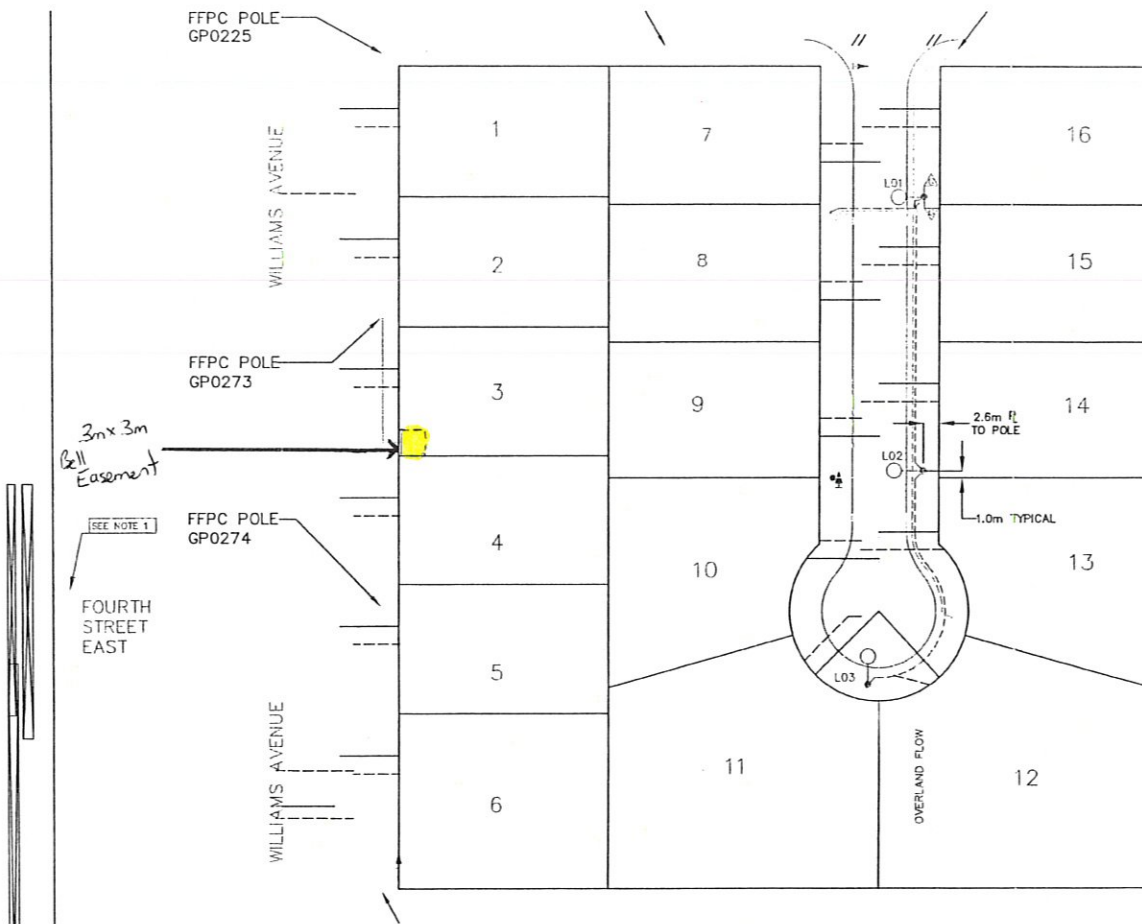
We trust this proposal meets with the Town of Fort Frances' approval and if there are any questions or concerns, please do not hesitate to call.

Yours truly,



Kevin G. Dinsmore
Right of Way Manager
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 in the Properties Section of this Transfer Easement 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 TRANSFEE 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 TRANSFEE, in the event it grants a release of Easement, may abandon the Facilities annexed/affixed to the Easement Lands at its option.