

THIS LICENCE AGREEMENT made in sextuplicate this 22nd day of May, 1984.

BETWEEN:

**THE MUNICIPALITY OF METROPOLITAN
TORONTO**

hereinafter called the "Metropolitan
Corporation"

*copy of the
original
document
is in the
file*

OF THE FIRST PART

- and -

**THE CORPORATION OF THE CITY OF
SCARBOROUGH**

hereinafter called the "City"

OF THE SECOND PART

- and -

BELL CANADA

hereinafter called "Bell"

OF THE THIRD PART

WHEREAS Bell proposes to install and maintain a telephone repeater hut 3.7 metres wide and 2.5 metres high (hereinafter called the "Hut") within the road allowance of Lawrence Avenue East (hereinafter called the "Road") in the City of Scarborough and more particularly in the location described in Schedule "A" annexed hereto.

AND WHEREAS the Road falls under the jurisdiction of the Metropolitan Corporation;

AND WHEREAS Bell has requested a licence for or in connection with the construction, installation and maintenance of the Hut within the Road (hereinafter called the "Licence");

AND WHEREAS as appears by Clause No. 15 of Report No. 9 of the Metropolitan Transportation Committee for the year 1984, adopted by Metropolitan Council on the 8th day of June, 1984, the Council of the Municipality of Metropolitan Toronto authorized the granting of the requested Licence for the consideration and on the basis in the said Report set forth;

APPROVED AS TO FORM
11-23-84 Jcy per [signature]
59-147.1.1 METROPOLITAN TORONTO

IN CONSIDERATION of the sum of One Dollar (\$1.00) now paid by Bell to the Metropolitan Corporation, the receipt whereof is hereby acknowledged, the parties hereto hereby agree with each other as follows:

1. The Metropolitan Corporation hereby grants to Bell, its successors and assigns, the Licence for a term of five (5) years from the date hereof which term shall be automatically renewed for successive five (5) year terms unless it conflicts with any municipal purpose or with the maintenance of property belonging either to the Metropolitan Corporation or to the City in any of which cases the procedure set out in paragraph 2(g) hereof shall be followed; and Bell shall have the right, at its own expense and without cost to the Metropolitan Corporation,

- (a) to construct, occupy and maintain the Hut on the Road in the location described in Schedule "A" hereto;
- (b) Subject to normal Metropolitan road occupancy permit registrations, at any time with the servants, employees, workmen, agents and contractors of Bell or any of them, and all plant, machinery, vehicles, tools and materials as may be deemed necessary, to enter upon, excavate, fill in excavations, use and/or occupy the Road for the purpose of constructing, installing, inspecting, maintaining, repairing and altering the said Hut.

2. Bell covenants that:

- (a) Bell shall fully reimburse the Metropolitan Corporation and the City for all reasonable costs incurred by the Metropolitan Corporation and the City in connection with, or related to, the construction, occupation or maintenance of the Hut on the Road forthwith upon being invoiced therefor;
- (b) Bell shall cause no material inconvenience to the Metropolitan Corporation or to the City in the construction and maintenance of the Hut on the Road;
- (c) Bell shall submit structural plans, and specifications of the size and location of the Hut to the Metropolitan Corporation's Commissioner of Roads and Traffic for his approval prior to the installation of the Hut;
- (d) Bell shall be solely and completely responsible for the maintenance of the Hut and shall ensure that the area immediately surrounding the Hut and the Hut itself are maintained to the satisfaction of the Metropolitan Corporation's Commissioner of Roads and Traffic.
- (e) Bell prior to the commencement of the construction and/or installation of the Hut, shall secure letters of approval from all agencies, boards and commissions having plant located within the Lawrence Avenue East road allowance;

(f) Bell shall pay for all traffic signs as may be required by the Metropolitan Corporation's Commissioner of Roads and Traffic during the construction of the Hut;

(g) Within six months of receiving written notification from the Metropolitan Corporation's Commissioner of Roads and Traffic so to do, save and except during the initial five (5) year term hereof, Bell shall, at its own expense, remove the Hut and, to the satisfaction of the Metropolitan Corporation's Commissioner of Roads and Traffic, restore the Road to the same condition in which it was found prior to the Licence being granted; and Bell shall be entitled to no compensation whatsoever therefor.

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(h) Bell shall indemnify and save harmless the Metropolitan Corporation, the City, the Toronto Transit Commission, and any other Corporation, the Board, Commission or Body having utilities or services in the Lawrence Avenue East road allowance against all claims, actions, suits, damages, costs and liability arising out of, or as a result of:

(i) any breach, violation, or non-performance by Bell of the terms, covenants or obligations hereof;

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(ii) any damage to property, or any injury to or death of any person, **installation, maintenance,** occasioned by the existence or use of the Hut or any activity at the Road by Bell

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EXCEPT to the extent caused by the negligence of the Metropolitan Corporation and any person(s) for whom ^{they are} ~~it is~~ in law responsible, the City, the Toronto Transit Commission or any other Corporation, Board, Commission or Body having utilities or services in the Lawrence Avenue East road allowance

(i) Bell shall, as may be required from time to time, facilitate the construction of utilities over or under the Hut.

3. Notwithstanding the provisions of paragraph 2(d) hereof, in the event that the Road is destroyed or relocated, the Metropolitan Corporation shall be under no obligation to rebuild it, and the Metropolitan Corporation shall have the right to terminate this Agreement forthwith, in which event the Metropolitan Corporation shall not be responsible for any damage or loss which may be incurred by Bell by reason of such termination.

4. In the case of any dispute between the parties hereto as to any matter arising hereunder, either party shall be entitled to give to the other party notice of such dispute and demand arbitration thereof, in accordance with the provisions of the Arbitrations Act, R.S.O. 1980 by a single, mutually agreed upon arbitrator from whose award resolving the dispute an appeal shall lie to the Divisional Court pursuant to section 16 of the said Act.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested to by the hands of their respective proper officers duly authorized in that behalf.

**THE MUNICIPALITY OF
METROPOLITAN TORONTO**

Per: _____
Metropolitan Clerk

Per: _____
DEPUTY Treasurer

THE CORPORATION OF THE
CITY OF SCARBOROUGH

Per: _____
Clerk

Per: _____
Treasurer

BELL CANADA

Per:

ASST. MGR. (REAL ESTATE & ADMINISTRATIVE SERVICES) C.O.B.

Per:

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SCHEDULE "A"

Location of Telephone Repeater Hut

On the west side of the west service road for the Lawrence Avenue East grade separation midway between Kennedy Road and Midland Avenue; more specifically, between a distance of 1.0 metres and 4.2 metres more or less, east of the west bridge abutment and at a distance of 1.0 metres and 4.7 metres south of the north-east corner of the same abutment. The location is more particularly shown on the attached sketch described as Schedule 'B'.

SCHEDULE 'B'

DATED:

May 22nd, 1984

**THE MUNICIPALITY OF
METROPOLITAN TORONTO**

- and -

**THE CORPORATION OF THE
CITY OF SCARBOROUGH**

- and -

BELL CANADA

LICENCE AGREEMENT

A.P.G. JOY, Q.C.
Metropolitan Solicitor
City Hall
Toronto, Ontario
M5H 2N1