

Schedule "A"

LICENCE TO OCCUPY CITY PROPERTY

THIS LICENCE made in duplicate this 24th day of February, 2025.

B E T W E E N:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(hereinafter referred to as the "City")

- and -

PUC (TRANSMISSION) LP BY ITS GENERAL PARTNER

PUC (TRANSMISSION) GP INC.

(hereinafter referred to as the "Licencee")

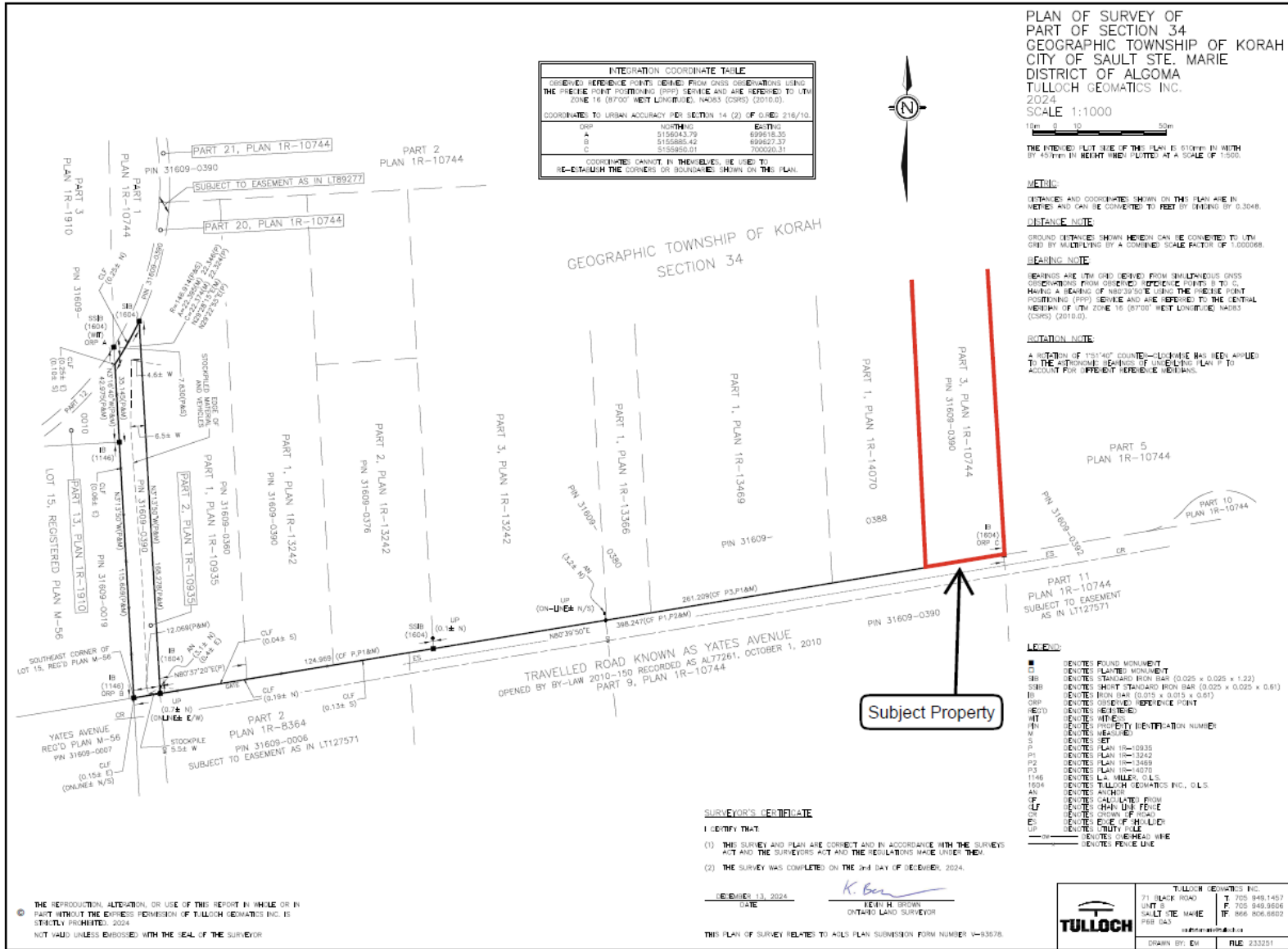
WHEREAS the City has entered into an Easement Option Agreement dated the 8th day of April 2024 which shall be amended by an Easement Option Agreement Amended dated the 24th day of February 2025, to purchase a right-of-way and easement in, on, over, under, across and through the lands as defined in the Easement Option Agreement for the PUC Transmission Project (the "Project");

AND WHEREAS the Licencee is in the process of completing matters necessary to formalize this Easement and in the interim has requested permission to begin tree clearing activities to prepare a portion of the lands, identified as PIN 31609-0390(LT) for the Project;

NOW THEREFORE the parties agree as follows:

1. The City grants to the Licencee the right to occupy the property of the City identified as PIN 31609-0390 (LT) (hereinafter the "City Property") as shown on the plan attached and marked Schedule "A" to this Licence to Occupy City Property for the purpose of tree clearing and to complete the tree clearing activities on the City Property for the PUC Transmission Project.
2. This Licence is subject to the conditions set out in Schedule "B" attached.
3. In this Licence "City" means the "Council" of the City of Sault Ste. Marie and any person authorized to act on its behalf.
4. This Licence shall enure to the benefit of and be binding upon the parties hereto, their heirs, successors and assigns.

SCHEDULE "A"



ITERATION COORDINATE TABLE		
OBSERVED REFERENCE POINTS DERIVED FROM GNSS OBSERVATIONS USING THE PRECISE POINT POSITIONING (PPP) SERVICE AND ARE REFERRED TO LTM ZONE 16 (8700 MET LONGITUDE), NAD83 (CSRS) (2011.0).		
COORDINATE TO UTM ACCURACY PER SECTION 14 (2) OF OREG. 216/10.		
DATE	NORTHING	EASTING
A	5158943.79	899618.35
B	5158885.42	899627.37
C	5158860.01	700020.31
COORDINATES CANNOT, IN THEMSELVES, BE USED TO RE-ESTABLISH THE CORNERS OR BOUNDARIES SHOWN ON THIS PLAN.		

PLAN OF SURVEY OF PART OF SECTION 34 GEOGRAPHIC TOWNSHIP OF KORAH CITY OF SAULT STE. MARIE DISTRICT OF ALGOMA TULLOCH GEOMATICS INC. 2024
SCALE 1:1000

10m 0 10 50m
THE INTENDED PLOT SIZE OF THIS PLAN IS 100mm IN WIDTH BY 45mm IN HEIGHT WHEN PLOTTED AT A SCALE OF 1:500.

- METHOD:**
DISTANCES AND COORDINATES SHOWN ON THIS PLAN ARE IN METRES AND CAN BE CONVERTED TO FEET BY DIVIDING BY 0.3048.
- DISTANCE NOTE:**
GROUND DISTANCES SHOWN HEREIN CAN BE CONVERTED TO LTM GRID BY MULTIPLYING BY A CORRECTED SCALE FACTOR OF 1.000069.
- BEARING NOTE:**
BEARINGS ARE LTM GRID BEARINGS FROM MULTIPLE GNSS OBSERVATIONS FROM OBSERVED REFERENCE POINTS B TO C. HAVING A BEARING OF N80°39'50"E USING THE PRECISE POINT POSITIONING (PPP) SERVICE AND ARE REFERRED TO THE CENTRAL MERIDIAN OF LTM ZONE 16 (8700 MET LONGITUDE), NAD83 (CSRS) (2011.0).
- ROTATION NOTE:**
A ROTATION OF 1°51'40" COUNTER-CLOCKWISE HAS BEEN APPLIED TO THE AERIAL PHOTO BEARING OF THE EXISTING PLAN TO ACCOUNT FOR PROJECT REFERENCE DISTORTION.

- LEGEND:**
- DENOTES FOUND MONUMENT
 - DENOTES PLANTED MONUMENT
 - SB DENOTES STANDARD IRON BAR (0.025 x 0.025 x 1.22)
 - SSB DENOTES SHORT STANDARD IRON BAR (0.025 x 0.025 x 0.61)
 - IB DENOTES IRON BAR (0.015 x 0.015 x 0.61)
 - OSP DENOTES OBSERVED REFERENCE POINT
 - HT DENOTES HEAVY IRON
 - WT DENOTES WIRE
 - IN DENOTES PROPERTY IDENTIFICATION NUMBER
 - M DENOTES MEASURED
 - S DENOTES SET
 - P DENOTES PLAN 1R-10935
 - P1 DENOTES PLAN 1R-13242
 - P2 DENOTES PLAN 1R-13469
 - P3 DENOTES PLAN 1R-4070
 - 1146 DENOTES LA. WILLY, O.L.S.
 - 1604 DENOTES TULLOCH GEOMATICS INC., O.L.S.
 - AN DENOTES ANVIL
 - CF DENOTES CALCULATED FROM
 - CLF DENOTES CHAIN LINK FENCE
 - CR DENOTES CORNER OF ROAD
 - ES DENOTES EDGE OF SHOULDER
 - UP DENOTES UTILITY POLE
 - OR DENOTES OVERHEAD WIRE
 - DENOTES PUBLIC LINE

SURVEYOR'S CERTIFICATE
I CERTIFY THAT:
(1) THIS SURVEY AND PLAN ARE CORRECT AND IN ACCORDANCE WITH THE SURVEYS ACT AND THE SURVEYORS ACT AND THE REGULATIONS MADE UNDER THEM.
(2) THE SURVEY WAS COMPLETED ON THE 2nd DAY OF DECEMBER, 2024.

DECEMBER 13, 2024
DATE

K. Brown
KEITH H. BROWN
ONTARIO LAND SURVEYOR

THIS PLAN OF SURVEY RELATED TO AOLS PLAN SUBMISSION FORM NUMBER V-83578.

THE REPRODUCTION, ALTERATION, OR USE OF THIS REPORT IN WHOLE OR IN PART WITHOUT THE EXPRESS PERMISSION OF TULLOCH GEOMATICS INC. IS STRICTLY PROHIBITED. 2024
NOT VALID UNLESS EMBOSSED WITH THE SEAL OF THE SURVEYOR

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www.tulloch-geo.com	drawn@tulloch-geo.com
DRAWN BY: EM	FILE: 233201

SCHEDULE "B"

This Licence is subject to the following conditions:

1. The City hereby grants the Licencee and its respective officers, employees, agents, contractors, subcontractors and workers (the "PUC Transmission Authorized Representatives"), permission to occupy the City Property during the Term as defined herein, for the purposes of tree clearing the City Property
2. The Licencee acknowledges and agrees that for the Term, the City has no obligation to make any improvements or provide any maintenance to the City Property described in this Licence. These obligations are the Licencee's. The Licencee shall be responsible to inspect the property and ensure that it is suitable to complete the tree clearing activities. The City does not provide any warranty or representation regarding the status of the City Property or its suitability for the tree clearing activities requested by the Licencee.

3. **Term**

The Term of this Licence shall commence on the 25th day of February, 2025 and shall be for a period of two (2) weeks, ending March 11, 2025. There shall be no renewal of this Licence.

Notices shall be deemed given if deposited in the mail with postage charges prepaid and address to the party for whom intended at such party's address herein specified.

CITY

Assistant City Solicitor/Senior Litigation Counsel
The Corporation of the
City of Sault Ste. Marie
99 Foster Drive
Sault Ste. Marie, ON P6A 5X6

LICENCEE

Robert Brewer, President
PUC (TRANSMISSION) LP by its General
Partner PUC (TRANSMISSION) GP INC.

4. This Licence may not be assigned without the prior written permission of the City.
5. The Licencee shall indemnify and save harmless the City from all costs and expenses caused to or incurred by the City and from all claims and demands, awards, losses, costs, damages, actions, suits or other proceedings, by whomsoever made, brought or prosecuted in any manner based upon, arising directly or indirectly out of or connected with, the tree clearing activities on the City Property, including the use, presence, arrival and removal of any equipment, machinery, trees and personnel for the tree clearing activities on the City Property (the "Licencee's Activities") covered under this Licence, the intent being that the City shall be at no risk or expense to which it would not have been put had the Licencee's Activities not occurred on the City Property. For further clarity, the Licencee shall indemnify and save harmless the City from any and all manner of claims, demands, losses, costs, charges, damages, expenses, actions or other proceedings, whenever and howsoever

arising, including those concerning any environmental liability, those arising under the *Occupiers Liability Act*, and those for compensation under the *Workplace Safety and Insurance Act, 1997* or any similar Act, made or brought against, suffered by, or imposed upon the City or its property, servants, agents or any other person, firm, or corporation, in respect of any injury, death, loss or damage of or to any person or property (including, without limitation servants, agents, permittees, invitees, licensees, lessees, and property of the City or the Licencee) directly or indirectly arising out of, resulting from or sustained by the reason of the Licencee's occupancy or use of the City Property arising from this Licence, including ingress to or egress from the City Property pursuant to this Licence.

6. The Licencee will not use or permit the use of the City Property for any purpose other than the purpose herein set out. No buildings or structures will be erected on the City Property through this Licence. The Licencee shall ensure that the City Property is cleared of any machinery, equipment and personnel at the end of the Term.
7. The Licencee agrees to maintain at all times during the currency of this Licence hereinbefore described, the following insurance:

Commercial General Liability Insurance

Commercial General Liability, underwritten by an insurer licensed to conduct business in the Province of Ontario, for a limit of not less than \$5,000,000 per occurrence, an aggregate limit of not less than \$10,000,000, within any policy year with respect to completed operations and a deductible of not more than \$25,000. The policy shall include an extension for a standard provincial and territorial form of non-owned automobile liability policy. The policy shall include but not limited to:

- a) Name The Corporation of the City of Sault Ste. Marie as an Additional Insured
- b) Cross-Liability and severability of interest
- c) Blanket Contractual
- d) Products and Completed Operations
- e) Premises and Operations Liability
- f) Personal Injury Liability
- g) Contingent Employers Liability
- h) Tenant's Legal Liability
- i) Work performed on Behalf of the Named Insured by Sub-Contractors
- j) The policy shall include 30 days' notice of cancellation

Such insurance shall be carried with insurers licenced to conduct business in Ontario. An Insurance Certificate, on the C.S.I.O. form and satisfactory to the City's Risk Manager, shall be provided to the City prior to the commencement of the Licence Date and prior to any occupation of the City Property.

8. The PUC acknowledges and agrees that the Licencee and the PUC Transmission Authorized Representatives shall be fully compliant and be an approved Contractor under the City's Contractor Prequalification Program prior to the Licencee and any PUC Transmission Authorized Representatives being permitted to enter the City Property

pursuant to this Licence. To that end, the Licencee shall ensure that any and all necessary paperwork is filed with the City and the City has provided written confirmation that the Licencee and any PUC Transmission Authorized Representatives are listed as an approved Contractor by the City before attending on the City Property.

9. If the City requires access to the City Property for any purpose the City is hereby permitted the access it so acquires and further, the City shall not be responsible for restoring the City Property to its condition prior to access by the City.
10. The Licencee shall be responsible for all costs and expenses related to the Licencee's Activities and shall indemnify and save harmless the City from any costs and expenses incurred by the City that may result from same.
11. The Licencee shall comply with all Laws, By-laws, Rules and Regulations of any governing body respecting the Licencee's Activities and will save harmless and fully indemnify the City from and against all losses, costs, damages and expenses, of every kind or nature which the City may suffer, be at or be put to by reason of or in consequence of the noncompliance by the Licencee with such Laws, By-laws, Rules and Regulations.
12. The Licencee shall be liable for all taxes, permits, licences or assessments of every nature and kind whatsoever, in any way arising from the Licencee's Activities.
13. The Licencee shall be responsible to remove all of the trees cleared and any waste therefrom, and any equipment, supplies and machinery from the City Property at the end of the Term, and return the City Property to its original condition prior to the Licencee's Activities taking place on the City Property and in a condition satisfactory to the City all at the Licencee's sole cost, liability and expense. Provided that if the Licencee fails to comply with all matters as set out herein within ten (10) days from the end of the Term, the City may remove it and restore the City Property to its original condition at the expense and sole risk of the Licencee.
14. The City may terminate the Licence at any time during the Term at the City's sole discretion acting reasonably.
15. The parties acknowledge that nothing in this Licence sets up an employer-employee relationship between the City and the Licencee and/or the City and the PUC Authorized Representatives. The Licencee understands and concurs that the Licencee and the PUC Authorized Representatives will remain the employees and/or authorized representatives of the Licence who will remain responsible for those employees and/or authorized representatives and their health and safety, for paying their salary, wages, payment for the Licencee's Activities and all matters related to the PUC and the PUC Authorized Representatives.
16. This Licence and all matters or issues incident hereto shall be governed by and construed under and in accordance with the laws of the Province of Ontario. The parties hereto attorn to the jurisdiction of the Courts of Ontario. This Licence shall be treated in all respects as an Ontario contract.

17. The parties hereby acknowledge and agree that any future amendments to this Licence must be made in writing and signed by all parties.
18. There are no covenants, representations, warranties, agreements or other conditions expressed or implied, collateral or otherwise, forming part of or in any way affecting or relating to this Licence, save as expressly set out or incorporated by reference herein.
19. This Licence may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and shall be effective as of the formal date hereof.
20. Sections 1 to 20 herein of Schedule B herein shall survive the termination of Term or earlier termination of this Licence.
21. The parties hereto agree that the signatures and/or initials on this Licence or its acceptance, rejection or modification can be transmitted by FAX or similar electronic transmission and that communication by such means will be legal and binding on all parties as if this document was executed and delivered in the original.