

**CONSTRUCTION AGREEMENT**

**THIS AGREEMENT** made in triplicate this **4** day of **January, 2019**

**B E T W E E N:**

**HYDRO ONE NETWORKS INC.**

hereinafter called "**HONI**"  
of the First Part

-and-

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

hereinafter called "**KAWARTHA LAKES**"  
of the Second Part

**WHEREAS Ontario Hydro** is the registered owner of a transmission line easement in, over, along, across and upon those certain parcels and tracts of land lying and being in **Part of Lot 24, Concession 8**, in the Township of **Manvers**, now in the **City of Kawartha Lakes** (hereinafter called the "Strip"), which easement is registered as Instrument Number **LT9925** (hereinafter called the "Easement").

**AND WHEREAS** Ontario Hydro's interest in the Easement was transferred unconditionally to HONI by or pursuant to a transfer order, as amended, made under the *Electricity Act, 1998*, as amended, which transfer has taken effect.

**AND WHEREAS** the Easement is employed by HONI to accommodate HONI's existing transmission line.

**AND WHEREAS KAWARTHA LAKES** has or is about to construct a **berm, a 2.5 m wide x 0.3 m deep grassed swale, a 43 m long 100 mm diameter underground storm pipe connecting to Ski Hill Rd and a 5.5 m long 200 mm diameter PVC storm pipe outletting into the grassed swale along the northerly limit of HONI's transmission corridor** (hereafter called "the Project"), and **KAWARTHA LAKES** wishes to enter upon the Strip for its said purpose of construction and installation of certain portions of the Project within the Strip in such manner as described and illustrated on the drawings prepared by **M.V. Wilson Engineering Inc. plotted April 6, 2018 titled Bethany Fire Hall: Site Plan, Dwg No. SP-01 as shown in Schedule "A"**, and HONI is agreeable thereto.

**NOW THEREFORE THIS AGREEMENT WITNESSES** that in consideration of the sum of Five Dollars (\$5.00) and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto covenant and agree as follows:

**CONSTRUCTION TERMS AND CONDITIONS**

1. For the purposes of this agreement, the following definitions shall apply:
  - (a) "Commencement of Construction" means the point in time at which **KAWARTHA LAKES** or its independent contractors or appointees places any equipment or materials on the Strip or excavates any earth, save and except for equipment and work required and approved of in writing by HONI beforehand as necessary to carry out preliminary surveying, engineering and soil testing.
  - (b) "Date of Final Approval" means the date at which HONI provides written notification to **KAWARTHA LAKES** that it has, to HONI's satisfaction, conducted the construction to complete the Project.
  - (c) "Encroachment" means the encroachment of the Project generally and the Works specifically upon the Strip by **KAWARTHA LAKES**.
  - (d) "Plan" means collectively the drawings prepared for **KAWARTHA LAKES** showing the Project as constructed relative to the limits of the Strip, and HONI's works and equipment on the Strip and attached hereto as Schedule "A";

- (e) “Project” as noted above includes the supply, construction and installation of all facilities required to provide for the Works, described and shown on Plan;
  - (f) “Strip” means HONI’s above noted electrical transmission line easement, whether or not specifically identified and labelled as such on the Plan;
  - (g) “Works” means all plant, equipment, and facility of **KAWARTHA LAKES** intended to be placed in, on, over, through or across the Strip for **KAWARTHA LAKES**’ purposes of its Project only and intended to be constructed so as to encroach within the Strip as described and shown on the Plan;
2. The Project will entail the supply, construction and installation, at the sole expense of **KAWARTHA LAKES**, of the following:
- (a) Supply and installation of all services on and in the Strip associated with the Works. Notwithstanding the text and illustration on the Plan, the Works shall be designed and constructed to withstand the following loads:
    - (i) Moving heavy equipment – CL-625-ONT Truck loading according to CAN/CSA-S6-00; and
    - (ii) Moving mobile cranes set up for work with counterweights in place – 267 KN per tandem axle, dual wheel, 1.53m axle spacing, 360mm tires
  - (b) Any underground pipe, duct, cable, culvert, or bridge installation must be capable of withstanding the weight of heavy construction equipment
  - (c) Other miscellaneous work as may be included as part of the Project from time to time (hereinafter together with section 2(a) above shall collectively be called the “Construction”), save and except any aerial service lines or pole mounted facilities, such as electrical power, telephone, cable television, street lighting or other similar pole mounted facilities for which **KAWARTHA LAKES** shall make separate submission to HONI for approval.
3. HONI grants to **KAWARTHA LAKES** approval to install the Works strictly in compliance with the covenants; terms and conditions herein below set out.
4. The Parties covenant and agree that this construction portion of this Agreement is effective for a one year period commencing **September 1, 2018 to August 31, 2019** (the “Term”).
5. **KAWARTHA LAKES** shall at all times at its sole expense to the satisfaction of HONI during the term of this Agreement and any permitted extension(s) or renewal(s) thereof:
- (a) Be responsible for and shall and does hereby covenant and agree to indemnify and save harmless HONI from and against all loss, damage or injury to property or persons whatever and howsoever caused (including loss of life) arising out of the permission hereby granted including without limitation the construction, operation and maintenance of the Works, save and except where such loss, damage or injury is caused or contributed by the negligence or wilful misconduct of HONI and those for whom it is responsible in law.
  - (b) Agree that the installation of the Project is being installed at **KAWARTHA LAKES**’s own risk and the Works and all other property of **KAWARTHA LAKES** at any time within the Strip shall be at the sole risk of **KAWARTHA LAKES** and HONI shall not be liable for any loss or damage thereto howsoever occurring and **KAWARTHA LAKES** fully releases HONI from all claims and demands in respect of any such loss or damage, except and to the extent to which such loss or damage is caused or contributed to by the negligence or wilful default of HONI and those for whom it is responsible in law. **KAWARTHA LAKES** specifically hereby releases HONI from any loss, damage or injury to any of the Project’s installation which may occur when HONI crosses the Strip with its vehicles.
  - (c) Agree that HONI is not responsible for any damages or injuries resulting from ice falling from structures or conductors.
  - (d) Reimburse HONI for all expenses incurred or paid or payable by HONI associated with all of the subsequent restoration of any disturbed area of the Strip.
  - (e) Reimburse HONI for any expense incurred by HONI to install any crossing ramp or crossing plating on the Strip as a result of the Project.

Notwithstanding anything to the contrary contained in this Agreement or otherwise, sections 5(a), (b) and (c) hereof shall survive the termination of this Agreement.

6. **KAWARTHA LAKES** covenants and agrees that prior to Commencement of Construction, **KAWARTHA LAKES** shall at all times, at its sole expense in a manner satisfactory to HONI:
- (a) Provide HONI with and secure its consent to its proposed Construction schedule and not deviate therefrom without written notification and agreement of HONI.
  - (b) Arrange and maintain throughout the term of this Agreement or any extension thereof, the following insurance and pay all premiums during the term of this Agreement or any extension thereof with respect to such insurance:
    - (i) Insurance of the type commonly called commercial general liability insurance which shall include coverage for personal injury, death and property damage, all on an occurrence basis with respect to all operations carried out upon the Strip or in any building and other facilities and **KAWARTHA LAKES**'s use and occupancy of the Strip, with limits for any one occurrence or claim not less than \$5,000,000.00. Such insurance shall (1) name **KAWARTHA LAKES** and HONI as additional insured; (2) and contain a cross liability and severability of interest clause; and (3) specify that it is primary coverage and not contributory with or in excess of any other insurance that may be maintained by **KAWARTHA LAKES**.
    - (ii) **KAWARTHA LAKES** agrees that if **KAWARTHA LAKES** fails to take out or keep in force such insurance, HONI will have the right to do so and to pay the premiums thereof, in which event **KAWARTHA LAKES** shall pay to HONI the amount paid as premiums. A certified copy of such policy(ies) or satisfactory certificate(s) in lieu thereof shall be given to HONI for approval on or before the commencement of this Agreement and any extension(s) or renewal(s). Such insurance policies shall contain an endorsement clause that such policies shall not be cancelled or modified so as to restrict or reduce coverage except upon 30 days' notice in writing thereof to HONI.
  - (c) Comply with all applicable statutes, by-laws, regulations, orders, codes, standards and directions of all governmental and regulatory authorities having jurisdiction, including to the extent applicable, *The Occupational Health and Safety Act*, R.S.O. 1990 ("OHSA") and any amendments thereto and any regulations passed thereunder and the Canada Standards Association Standard C-22.3.
  - (d) Inform all its contractors of any special conditions in the construction area of the Strip, including it being a high-voltage environment and ensure all contractors and invitees comply with all safety and environmental laws and all rules and regulations applicable thereto. The transmission line(s) on the Strip is designed to operate at **230** kV. A pre-construction meeting with either a HONI Transmission Lines Technician or Land Use Agent may be required to ensure that **KAWARTHA LAKES** and/or its contractors are aware of all safety requirements.
  - (e) **KAWARTHA LAKES** is responsible for arranging underground locates prior to digging or auguring any holes, or performing any excavation works.
  - (f) Give HONI a minimum of 72 hours' notice prior to Commencement of Construction so that HONI, at its sole discretion, may have its representatives present at **KAWARTHA LAKES**' expense, to ensure conformity with the terms and conditions of this agreement.
  - (g) Mark all poles and guy wires on the property with bright markers, such as yellow plastic guards on the guy wires, and either red or yellow tape or paint on the poles at eye level and lower, to avoid potential hazards. These markers must be in place prior to the Commencement of Construction and left on and kept in good condition for the duration of the Term or any renewal thereof.
  - (h) Erect signage on the Strip in accordance with the OHSA. Signs must be clearly visible, and maintained upright at all times during the Term or any renewal thereof.
  - (i) Any proposed drainage ditch or drains of any kind crossing or within the Strip must be pre-approved by HONI and meet the following conditions:

- (i) Any culvert or similar crossing must allow HONI and its contractors, linear crossing of the ditch at all times.
  - (ii) The culvert must be capable of withstanding heavy loads similar to a pipeline installation.
  - (iii) Must be a minimum cement culvert with appropriate cover that will never require maintenance.
  - (iv) The culvert must be a minimum of 7.62 metres (25 feet) wide.
  - (v) The culvert must be kept free of debris and water blockage.
  - (vi) Maintain the culvert cover and allow HONI to cross at any time without notice.
  - (vii) The culvert must be capable of handling flows considered to be heavy as would be evaluated in 100 year storm water run-off.
  - (viii) Swales proposed must have a culvert installation to ensure crossing of the swale will not result in damage, and create ruts that do not allow water to pass effectively and prevent HONI's access to its facilities at any time.
- (j) Ensure the Works do not interfere with the natural drainage patterns along the Strip and does not result in standing water within 15.0 metres (49 feet) of the existing HONI structure bases or anywhere else on the Strip.
  - (k) Ensure the design of any proposed underground collector line will withstand the loading conditions created by heavy maintenance vehicles that may be used by HONI.
  - (l) Ensure all proposed works on the Strip provide adequate overhead transmission line clearance from the high voltage conductors at maximum sag conditions to the proposed ground elevations.
  - (m) Ensure that safe working clearances as specified in the OHSA for workers and equipment are maintained at all times during construction activities. The transmission line(s) on the Strip is designed to operate at **230 kV**.
  - (n) Ensure that access to HONI's structures and works is maintained at all times. HONI maintenance and repair equipment includes large heavy rubber tired road vehicles and large heavy tracked equipment. An adequately sized work zone must be maintained at the base of a structure at all times. HONI requires 15.0 metres (49 feet) of clearance on all sides around its structures as measured from the legs of the structures in order to carry out maintenance operations. No activity that restricts HONI's access to its structures will be permitted on the Strip.
  - (o) Install temporary fencing around all HONI's transmission line structures and associated equipment. The temporary fencing must be at a minimum a 1.22 metres (4 feet) high orange nylon snow fence, maintained in an upright condition for the Term or any renewal thereof. Fencing must be installed at a minimum of 3.0 metres (10 feet) away from all HONI owned structures and equipment.
  - (p) Shall not obstruct access to HONI facilities, at any time, during construction or after the facilities are in service. The Strip must be kept free of all debris and equipment which could prohibit access to HONI facilities.
  - (q) Be responsible for maintaining security of the site and for the safety of its workers and contractors on the Strip.
  - (r) Suspend its operations, if required, in the case of HONI emergency work, until HONI crews have completed their work.
  - (s) Any change in grade that may adversely affect the present water flow on the Strip must be reviewed and approved by HONI.
  - (t) Ensure no grading and/or excavation work is carried out using heavy machinery within 10.0 metres (33 feet) of the tower footings. Within 10.0 metres (33 feet) of tower footings grading and/or excavation work must be carried out by hand or by using a VAC system in order to protect the tower foundations.

7. During construction of the Works **KAWARTHA LAKES** shall at all times, at its sole expense:

- (a) Obtain confirmation and approval in writing from HONI of any deviations from the Plan.
  - (b) Not erect or allow any structures, buildings, installations, works, work shacks to be erected, built or installed; nor store or located any materials, equipment, garbage, refuse, snow, ice, soil, on the Strip except in those places or in such manner as shall be approved in writing by HONI.
  - (c) Not dispense gasoline, diesel fuel or any other combustible substance within the limits of the Strip, nor shall these substances be stored on the Strip.
  - (d) Not store flammable substances within the Strip.
  - (e) Not place or store under the transmission lines on the Strip any metal garbage bins, construction trailers, nor park tractor trailers under the transmission lines.
  - (f) Erect satisfactory temporary barriers on access routes and make all reasonable efforts to prevent use of these routes by private or commercial vehicles.
  - (g) Erect temporary barriers such as snow-fencing between **KAWARTHA LAKES'** access road(s), and construction areas and all transmission towers and poles so as to provide a minimum 3.0 metres (10 feet) horizontal separation between the barriers and towers and poles on the Strip to restrict all access road and construction traffic, equipment and material from within the fenced area(s), including ploughed snow.
  - (h) Participate in and attend from time to time as requested HONI arranged co-ordination meetings with representatives of **KAWARTHA LAKES'** contractors, if required.
  - (i) Comply satisfactorily with all instructions of HONI's inspectors from time to time including without limitation, instructions to halt construction if, in the opinion of such inspectors, HONI's works from time to time may be interfered with, or the safety of the public or such works may be in danger, or the Project is not being constructed in accordance with the terms and conditions of this agreement.
  - (j) Contact HONI immediately when HONI's buried counterpoise (ground wire(s)) are exposed, damaged or cut through during Construction.
  - (k) Provide HONI minimum of 30 days prior notice of all blasting operations. **KAWARTHA LAKES** must ensure ground vibrations do not exceed a peak particle velocity rate of 50 millimetres per second, and shall further ensure that appropriate blast-mats are in place during all blasting operations within 61 metres (200 feet) of any transmission line to eliminate damage or injury to HONI's plant and equipment from blasted flyrock.
- 8.** After Construction and completion of the Project, **KAWARTHA LAKES** shall, at all times at its sole expense and to the satisfaction of HONI:
- (a) Advise HONI, 72 hours prior notice in writing, that all Construction on the Strip has been completed and ready for HONI's inspection if required to ensure that all proper clearance requirements are maintained.
  - (b) Repair and restore all fences, gates and improvements (including, without limitation, field tiles and wells) to a condition equivalent to that existing prior to installation of the Works.
  - (c) Restore all earth, topsoil and ground cover disturbed by Construction, and do all requested or necessary grading to ensure soil and slope stability to the satisfaction of HONI. The remaining unoccupied width of the Strip must be at least 6.0 metres (20 feet) for longitudinal corridor access and mid-span maintenance of the lines. Access routes should not have a slope greater than 10%.
  - (d) Reimburse HONI within 30 days of invoicing all costs incurred by HONI for replacing, relocating or repairing all or any of HONI's works as a result of the Project and Construction or presence of the Works and/or for any costs incurred by HONI pursuant to this Agreement.
- 9.** Any renewal of this Agreement is at the sole discretion of HONI. Request for renewal must be submitted in writing by **KAWARTHA LAKES** to HONI at least two months prior to the expiration of the Agreement.

10. **KAWARTHA LAKES** and HONI covenant and agree that they will enter into an encroachment agreement (in the form attached hereto as Schedule “B”) with respect to the encroachment of the Works into the Strip, which agreement shall be registered on title to the Strip (the “Encroachment Agreement”). **KAWARTHA LAKES** shall execute the Encroachment Agreement concurrently with the execution of this Construction Agreement, and HONI shall register the Encroachment Agreement on title to the Strip upon the completion of the Works. In the event that the Works have not been constructed by the expiration or termination of this Construction Agreement, the Encroachment Agreement shall also be deemed to have expired or terminated.
11. The rights and easement of HONI are hereby ratified and confirmed.
12. The provisions hereof shall enure to the benefit of the undersigned and be binding upon their respective successors and assigns. Any assignment of this Agreement is prohibited without the prior written consent of HONI.
13. The failure of HONI to exercise any right, power or option or to enforce any remedy or to insist upon the strict compliance with the terms, conditions and covenants under this Agreement shall not constitute a waiver of the terms, conditions and covenants herein with respect to that or any other or subsequent breach thereof nor a waiver by HONI at any time thereafter to require strict compliance with all terms, conditions and covenants hereof, including the terms, conditions and covenants with respect to which HONI has failed to exercise such right, power or option. Nothing shall be construed or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of HONI which expressly or impliedly waives a right, power or option under this Agreement.
14. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario in the event of a dispute hereunder.
15. Time shall in all respects be of the essence hereof, provided that the time for doing or completing any matter provided for herein may be extended or abridged by an agreement in writing signed by the parties.
16. The provisions of the attached Schedules “A” and “B” shall form part of this Agreement as if set out herein.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by the signatures of their proper officers, as of the day and year first written above.

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

Per: \_\_\_\_\_  
**Name: Andy Letham**  
**Title: Mayor**

Per: \_\_\_\_\_  
**Name: Cathie Ritchie**  
**Title: City Clerk**

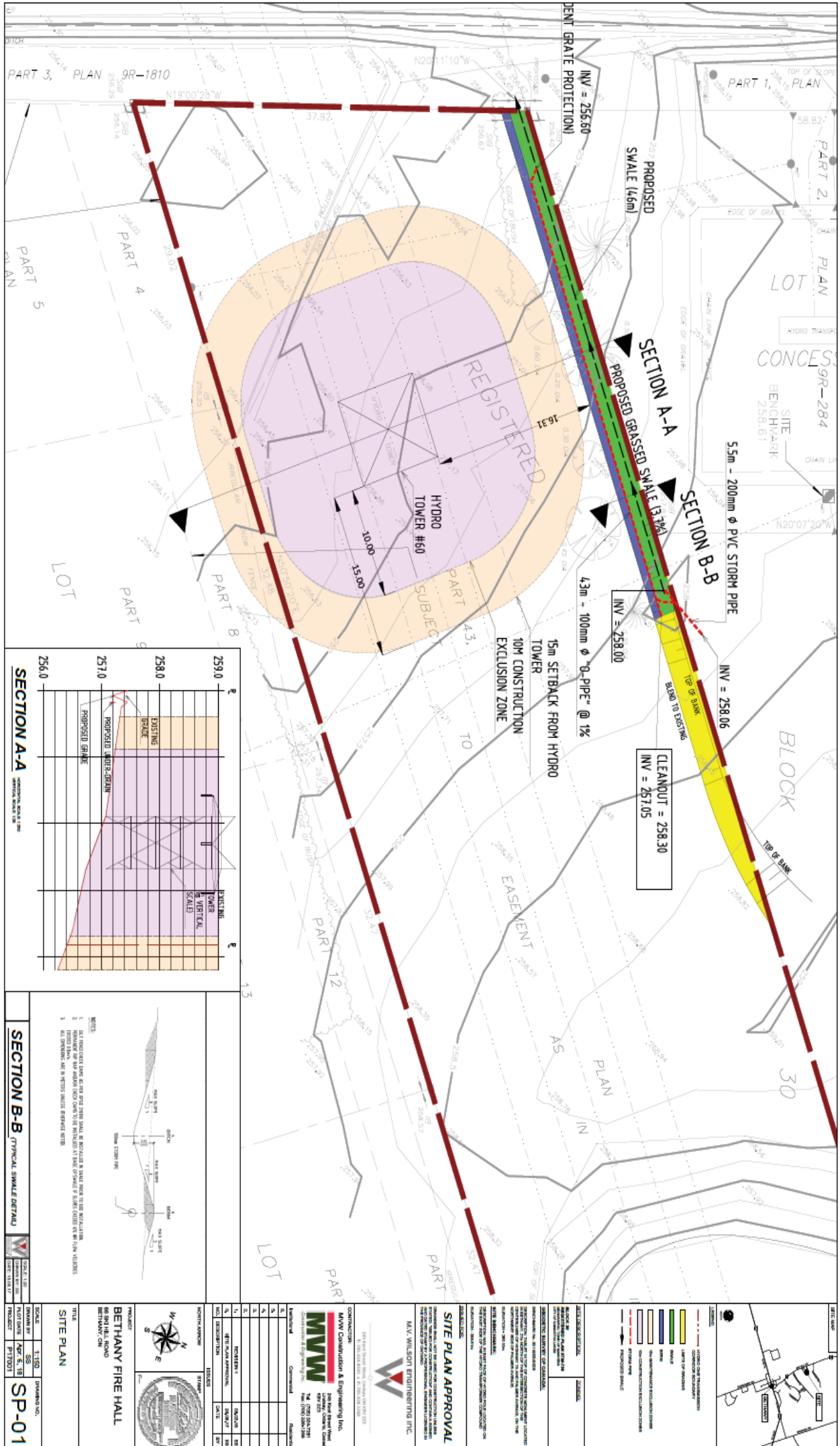
We have the authority to bind the Corporation.

**HYDRO ONE NETWORKS INC.**

Per: \_\_\_\_\_  
**Name: Maria T. Agnew**  
**Position: Senior Real Estate Coordinator,**  
**Real Estate Management**

I have authority to bind the Corporation.

SCHEDULE "A"



**SCHEDULE "B"**

**ENCROACHMENT AGREEMENT**

**THIS INDENTURE** made in triplicate this **4th** day of **January**, 2019

**B E T W E E N:**

**HYDRO ONE NETWORKS INC.**

hereinafter called "HONI"

OF THE FIRST PART

-and-

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

hereinafter called "**KAWARTHA LAKES**"

OF THE SECOND PART

**WHEREAS KAWARTHA LAKES PS INC.** is the owner of lands legally described as **Part of Lot 24, Concession 8, in the Geographic Township of Manvers, now in the City of Kawartha Lakes, being PIN 63265-0028 and registered as Instrument Number LT10020** (the "Lands");

**AND WHEREAS** a portion of the Lands (the "Easement Strip") is subject to an easement registered as Instrument Number **LT9925** in favour of **Ontario Hydro**. (the "Easement").

**AND WHEREAS** Ontario Hydro's interest in the Easement was transferred unconditionally to HONI by or pursuant to a transfer order, as amended, made under the *Electricity Act, 1998*, as amended, which transfer has taken effect.

**AND WHEREAS** the Easement contains a provision which states that the Easement Strip is to be kept clear of any buildings, structures or other obstructions of any nature whatever which may interfere with the safe and efficient operation of HONI's transmission line.

**AND WHEREAS KAWARTHA LAKES** has or is about to construct a **berm, a 2.5 m wide x 0.3 m deep grassed swale, a 43 m long 100 mm diameter underground storm pipe connecting to Ski Hill Rd and a 5.5 m long 200 mm diameter PVC storm pipe outletting into the grassed swale along the northerly limit of HONI's transmission corridor** on the Lands in such a manner as to cause same to encroach onto the said Easement Strip in contravention of the terms and conditions of the Easement (the "Works").

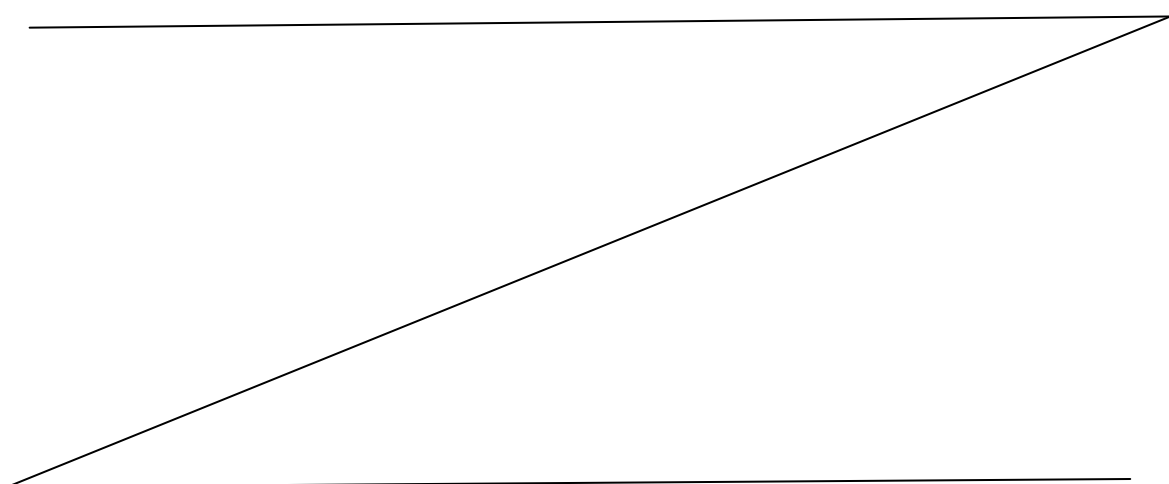
**AND WHEREAS KAWARTHA LAKES** has requested that HONI allow the encroachment of the Works to remain and be maintained in its present form and position for the life of the said Works and HONI is agreeable thereto subject to the conditions herein contained which **KAWARTHA LAKES** hereby covenants and agrees to observe and abide by.

**NOW THEREFORE THIS INDENTURE WITNESSETH** that in consideration of the terms and conditions herein contained and the sum of Five Dollars (\$5.00) and the covenants and agreements herein contained and other good and valuable consideration, the receipt whereof are hereby acknowledged, the parties hereto covenant, promise and agree as follows:

1. HONI hereby acknowledges the existence of the encroachment of the Works and hereby agrees that **KAWARTHA LAKES** shall be permitted to maintain same in the present state and location in, over, along and upon that part of **Part of Lot 24, Concession 8, in the Township of Manvers, now in the City of Kawartha Lakes, being part of PIN 63265-0028(LT). The encroachment is described as Part 1, Block 30 R Plan 57M-736, being Part 1 on Plan 57R-10728 deposited December 7, 2018.**
2. **KAWARTHA LAKES** shall do no acts which shall cause any further encroachments over or upon the said Easement Strip and without limiting the generality of the foregoing, shall not:



- (a) Not increase the size nor alter the position of the Works.
  - (b) Not use any equipment on the Strip closer than 6.0 metres (20 feet) to all HONI electrical wires.
  - (c) Not install any light standards, flag poles, power distribution pole lines or other aerial installations on the Easement Strip, whether temporary or permanent, without the written approval from HONI.
  - (d) Not plant, without prior permission, other than grass or approved species in accordance with then current HONI's Forestry policy. All plantings and landscape must be reviewed and approved by HONI on properly numbered drawings.
  - (e) Keep tower bases clear of plantings, material storage or debris of any kind at all times. A 3.0 metre (10 feet) radius around HONI structures must be left unpaved for access to structure footings.
  - (f) Not burn brush, agricultural, or construction debris on the Easement Strip.
3. The Structure and all other property of **KAWARTHA LAKES** at any time on the Easement Strip or on adjacent HONI land shall be at the sole risk of **KAWARTHA LAKES** and HONI shall not be liable for any loss or damage thereto however occurring and **KAWARTHA LAKES** release HONI from all claims and demands in respect of any such loss or damage, except and to the extent to which such loss or damage is caused by the neglect or default of HONI, its servants or agents.
4. **KAWARTHA LAKES** shall assume all liability and obligation for any and all loss, damage or injury to property or persons (including loss of life) which would not have happened but for this indenture or anything done or maintained by hereunder or intended so to be, and **KAWARTHA LAKES** shall at all times indemnify and save harmless HONI from and against all such loss, damage, or injury and all actions, suits, proceedings, costs, charges, damages, expenses, claims or demands arising therefrom or connected therewith; provided that **KAWARTHA LAKES** shall not be liable under this paragraph to the extent to which such loss, damage, or injury is caused or contributed to by the neglect or default of HONI, its servants or agents. If HONI shall, without fault on its part, be made a party to any litigation commenced by or against **KAWARTHA LAKES**, **KAWARTHA LAKES** shall fully protect, indemnify and hold HONI harmless and pay all costs, expenses and legal fees of HONI so that HONI shall suffer no loss or harm in connection with such litigation.
5. The indemnity of HONI by **KAWARTHA LAKES** hereunder shall not merge upon but shall survive the expiration or earlier termination of the term of this Agreement.
6. **KAWARTHA LAKES** covenant and agree to be jointly and severally liable for the performance of all covenants and obligations under this Indenture.
7. The rights and easement described in the Easement registered as Instrument Number **YR2125508** are hereby ratified and confirmed.
8. The burden and benefit of this Indenture shall run with the Lands and shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.



**IN WITNESS WHEREOF** the parties hereto have caused this indenture to be executed by the signature of their proper officer duly authorized in that behalf.

**THE CORPORATION OF THE CITY OF KAWARTHA LAKES**

**Per:** \_\_\_\_\_  
**Name: Andy Letham**  
**Title: Mayor**

**Per:** \_\_\_\_\_  
**Name: Cathie Ritchie**  
**Title: City Clerk**

We have the authority to bind the Corporation.

**HYDRO ONE NETWORKS INC.**

**Per:** \_\_\_\_\_  
**Name: Maria T. Agnew**  
**Title: Senior Real Estate Coordinator**

I have authority to bind the Corporation