



20 Bay Street, Suite 600, Toronto, Ontario M5J 2W3

May 9, 2025

Estate of John Murdo Collins and Marjorie Collins
6 Paisley Avenue
Toronto, ON M4M 1N3
c/o Marc Kemerer
T: 416-865-7222
E: marc.kemerer@mcmillan.ca

Permission to Enter to Complete Project Restoration Works at 6 Paisley Avenue, Toronto, c/o estate of John Murdo and Marjorie Collins

To Whom it may concern ,

Metrolinx, a Provincial agency, is undertaking the largest transportation investment in Ontario's history to get people where they need to go while also operating GO Transit, UP Express and PRESTO. This work includes developing and constructing the Ontario Line (the "**Project**").

Once signed, this letter will be an agreement allowing the Authorized Users to enter the Licensed Area on your Property to do the Work during the Term (each described below) on the following terms:

1. You ("**you**" or "**Owner**") are the registered owner, or authorized representative of the property municipally known 6 Paisley Avenue
2. Toronto, being PIN 210750036 (the "**Property**"). You are permitting Metrolinx ("**Metrolinx**" or "**we**") and its consultants, contractors and anyone else authorized by Metrolinx (the "**Authorized Users**") to enter onto and occupy the part of your Property (the "**Licensed Area**") described in the attached **Schedule A** to perform all of the activities described in the attached **Schedule B** (the "**Work**"). Metrolinx's permission is limited to a temporary licence in, on, and upon the Licensed Area, and includes coming and going to the Licensed Area and the right to enter with all equipment and materials as may be necessary to carry out the Work. Metrolinx may secure portions of the Licensed Area for safety purposes, including by fencing. Metrolinx will require that the Authorized Users comply with this letter agreement.
3. **Term** - The licence begins when this letter is fully signed and ends in one (1) year (the "**Term**").
4. **Entry** - Written notice will be provided to you 48 hours' before we begin the Work.
5. **Work** - In connection with the Work, Metrolinx will: (a) work with you and use reasonable efforts to minimize interference with your use of the Property; (b) complete the Work in accordance with applicable laws; and (c) direct and make all decisions about the Work. Depending on the nature of the Work, you may request to view the Work if you comply with our health and safety rules and related instructions.
6. **Notices** - Emailed notices will be deemed received on the day delivered if before 4 p.m. on a business day and otherwise on the next business day.
 - a. Metrolinx may send questions and notices to you at:

**c/o estate of John Murdo
and Marjorie Collins
6 Paisley Avenue
Toronto, ON M4M 1N3
c/o Marc Kemerer
T: 416-865-7222
E: marc.kemerer@mcmillan.ca**

- b. You may send questions and notices to Metrolinx at:

**Robert Gallagher, Manager, Property
Acquisitions Capital Projects Group
20 Bay Street, Suite 600
Toronto, ON M5J 2W3
Email: robert.gallagher@metrolinx.com**

7. **Repair** - At the end of the Term Metrolinx or the Authorized Users will, at Metrolinx's cost: (a) remove all garbage and debris caused by the Authorized Users; and (b) repair any damage to the Property to the extent caused by Authorized Users in carrying out the Work and return the Property to the same or better condition it was in just before the Work began.
8. **Sale** - If you sell your Property, you will provide Metrolinx with the buyer's contact information before the sale is completed. Metrolinx may reach out to the buyer to discuss an assignment of this agreement to them.
9. **Insurance** - In connection with the Work, we (or those doing the Work for us) will have comprehensive general liability insurance or wrap-up liability insurance that includes coverage for personal and bodily injury, death, property damage (including loss of use), contractual liability, non-owned automobile liability, employers liability, sudden and accidental pollution liability, cross liability with severability of interest clause and owners' and contractors' protective insurance coverage. This insurance will be written on an occurrence basis with limits of at least \$5,000,000 per occurrence and an aggregate limit of at least \$5,000,000 within any policy year with respect to completed operations.
10. **Indemnity** - Metrolinx agrees to indemnify and hold you harmless from and against liability or damage (including claims for damage to property, personal injury or death) suffered or incurred by you directly arising out of, due to or as a result of: (a) any negligence, wilful misconduct or breach of contract by us (or those whom we are responsible for at law); and (b) any activities on the Property by the Authorized Users whom we are not responsible for at law, up to the Insurance Cap. The "**Insurance Cap**" is the amount of insurance proceeds actually received under the insurance policies in Section 8 above (or the amount we would have received if it we had obtained such insurance). This indemnity does not extend to any liability or damage arising out of any negligence, wilful misconduct or breach of contract by the Owner or those for whom the Owner is responsible at law.
11. **Limitations on Liability** - Despite anything else in this letter agreement, neither Metrolinx nor the Owner is liable to the other for incidental, consequential or special damages or any loss of revenue or profits relating to this letter agreement, the Work, the Property, or the Project
12. **Construction Liens** - We will take all steps as may be necessary to ensure that no construction or other lien is registered on title to the Property as a result of the Work. Any such registration will be discharged or vacated within 30 days after you let us know in writing about the registration.
13. **Legal Advice** - You confirm you've had an opportunity to review this letter agreement with your legal counsel and have signed on your own judgment and, if sought, independent legal advice.
14. **Other** - This letter agreement is binding on the parties to it and their respective heirs, successors, permitted assigns and other legal representatives. This letter agreement may be executed and delivered in counterpart and by PDF.

[Next page is signature page.]

If you agree with the above, please sign in the space below and return the signed letter agreement to **Robert Gallagher** either by email at **robert.gallagher@metrolinx.com** or by courier or registered mail to us at **20 Bay Street, Suite 600 Toronto, ON M5J 2W3**. Please do not hesitate to call us at **(647) 202-7286** if you have questions about the delivery of your signed letter.

We look forward to hearing from you, and we appreciate and thank you for your continued cooperation as we move forward with this critical Project.

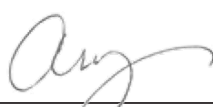
Yours very truly,

METROLINX

By: Robert Gallagher
Name: Robert Gallagher
Title: Manager, Property Acquisitions I
have authority to bind the corporation.

Date: May 12, 2025

YOU:



Name: Angela Eunson, Estate Trustee

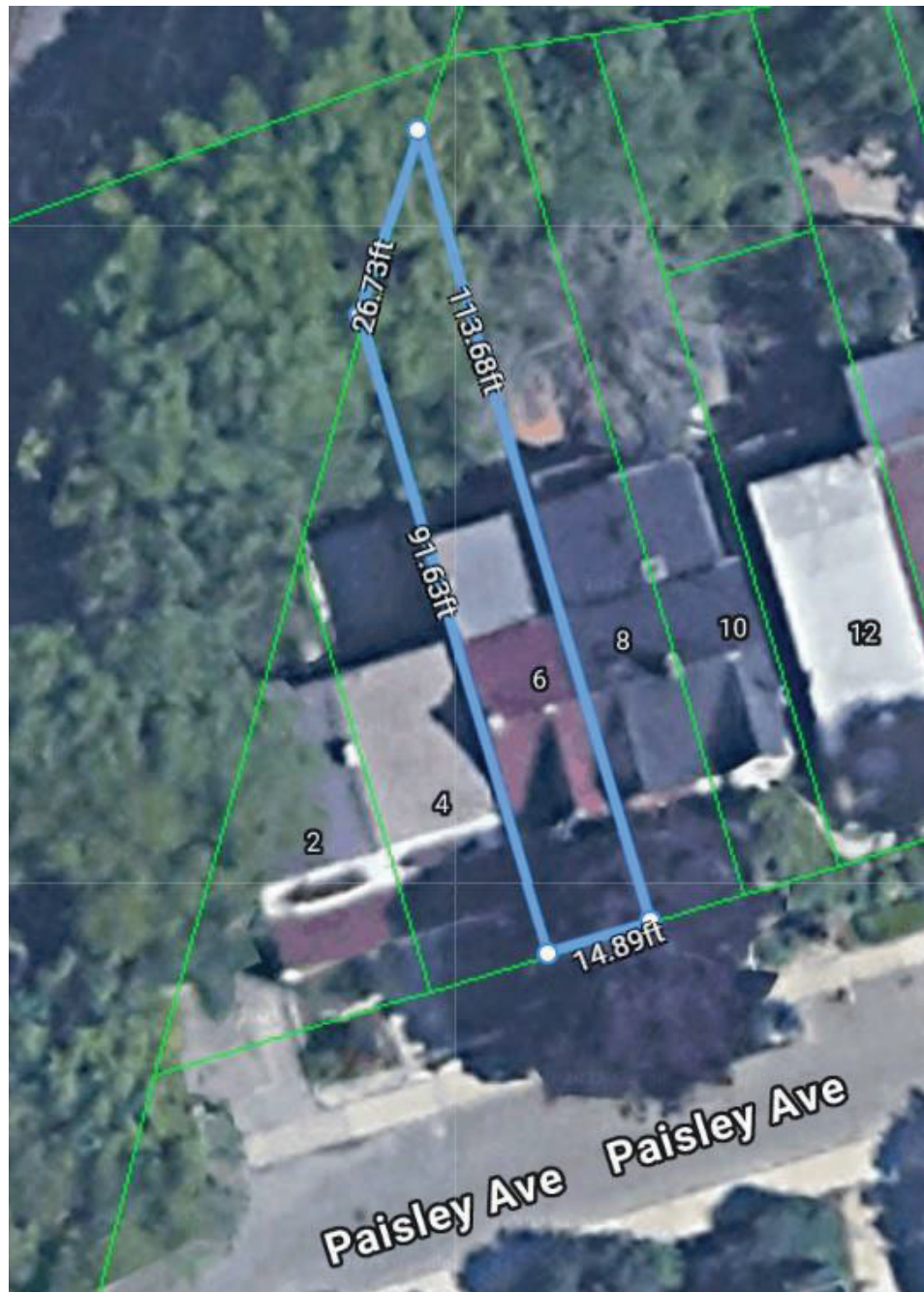
c/o estate of John Murdo Collins and Marjorie
Collins

Date: May 9, 2025

Schedules:

A – Licensed Area
B – Work Plan

SCHEDULE A – LICENSED AREA



SCHEDULE B – WORK

No.	Activity	Est. crew size	Timeline
1.	Grading and laying soil/material: Grading and laying material, soil and new sod at the back of the property to reinstate the backyard to the pre-existing grade.	6-8 people	To be completed periodically, as needed, throughout the term of the PTE to ensure the ground is level.
2.	Fence: Installing a fence along the property lines as required by Metrolinx. Fence designs will be coordinated with Metrolinx and the private property owner in advance.	6-8 people	To be completed once weather conditions allow. Note: The permanent fence will be installed after grading and sodding is completed. This will allow the Contractor access to bring equipment and materials from the work site instead of through the Property, which will help minimize disruption to the property owner.
3.	Landscaping: Landscaping features such as pathways, gardens, plantings, that were removed as part of the Lakeshore East Joint Corridor Early Works will be reinstated as required following consultation with Metrolinx and private property owner.	6-8 people	To be completed as required once weather conditions allow.